

PERMANENT EASEMENT
(STORM DRAINAGE)

THIS PERMANENT EASEMENT is made and entered into this day _____ of _____, 2009, by and between DRY CREEK BUSINESS CENTER, LLC , a Colorado limited liability company, whose address is c/o Glenborough LLC, 400 S. El Camino Real, Ste. 1100, San Mateo, CA 94402, (hereinafter referred to as "the Owner") and the Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado, whose address is 76 Inverness Drive East, Suite A, Centennial, Colorado 80112, its successors and assigns (hereinafter referred to as "SEMSWA").

In consideration of the sum of \$10.00 and the terms and conditions stated herein, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner hereby grants to SEMSWA, one permanent, non-exclusive easement to inspect, construct, repair, maintain, replace, enlarge, use and operate an overland drainage channel and conduits, together with all necessary appurtenances in, to, through, on, over, under and across certain parcels of land located within Arapahoe County. The location of the Permanent Easement is described in the attached Sheets 1 and 2 (hereinafter referred to as "the Permanent Easement Property"), which are hereby incorporated herein by this reference.

The Owner hereby covenants and agrees that it has good title to the Permanent Easement Property and that it has good and lawful right to grant this Permanent Easement.

SEMSWA agrees that after it has exercised its right to use the Permanent Easement in any manner that disturbs the surface of the Permanent Easement Property (or of any other property owned by Owner if traversed by SEMSWA to reach the Permanent Easement Property) that it will restore said surface as near as possible to the condition it was in prior to the use of these Easements, except as the surface of the Permanent Easement Property may be permanently modified by the nature of this Permanent Easement. In addition, SEMSWA shall maintain any drains, conduits, channels and other modifications it has made to the Permanent Easement Property in reasonable condition contingent upon budgeting and appropriation of the necessary funds to do so by the SEMSWA Board of Directors.

The Owner agrees that SEMSWA, its officers, agents and employees, shall have the perpetual, non-exclusive right of entry and access in, to, through, on, over, under and across the Permanent Easement Property for any purposes reasonably necessary, given the nature of the Permanent Easement, for the full enjoyment of the rights granted to it in the Permanent Easement.

SEMSWA further agrees that the use of the easement granted herein is subject to the use of all other parties who may also have a prior easement on, through, over, under and across a part or all of the property that is the subject of the Permanent Easement granted herein to SEMSWA. If necessary for installation and use of the Permanent Easement, and/or to protect Owner from claims of prior parties, SEMSWA will obtain the consent of all other such parties, in the exercise of its rights and use of the Permanent Easement granted herein.

SEMSWA agrees that at such time and in the event that this Permanent Easement is abandoned that the Permanent Easement shall terminate and the real property interest represented by this Permanent Easement shall revert to the Owner. The Permanent Easement shall be deemed abandoned, if SEMSWA has not given actual notice of abandonment to Owner, and if (i) it is no longer used for stormwater drainage, or alternate channels are being used for stormwater drainage and (ii) if the Owner serves SEMSWA with a written notice of believed abandonment, and SEMSWA fails to dispute such alleged abandonment within three months of receipt of such written notice.

The Owner agrees that it shall not alter the shape, contour, grade, capacity and adequate operation of the drainage channel and conduits constructed within this Permanent Easement and that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Permanent Easement is granted may be placed, erected, installed or permitted upon the Permanent Easement Property without the prior written consent of SEMSWA, which shall not be unreasonably withheld, delayed, or conditioned. Nothing herein shall be construed as prohibiting Owner from constructing buildings and/or parking lots on the property owned by Owner outside of the Permanent Easement Property. The Owner further agrees that in the event the terms of this paragraph are violated, such violation shall promptly be eliminated upon receipt of written notice from SEMSWA or SEMSWA shall, exercising commercially reasonable discretion, have the right on an additional sixty (60) days prior written notice of non-correction to correct or eliminate such violation at the sole expense of the Owner, which shall promptly reimburse SEMSWA for the reasonable costs and expenses, exclusive of any attorneys' fees, related thereto, but such reimbursement obligation shall not form a lien on the Permanent Easement Property nor on any other property of Owner. However, if such violation may reasonably cause risk to life or property, SEMSWA upon three days written notice to Owner may, exercising commercially reasonable discretion, correct or eliminate such violation at the sole expense of the Owner.

The Easement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

Its:

Its: Executive Director

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The foregoing Permanent Easement (Storm Drainage) was acknowledged before me this _____ day of _____, 2009, by John A. McCarty Executive Director of Southeast Metro Stormwater Authority, a political subdivision and a public corporation of the State of Colorado.

My Commission Expires:

Witness my hand and official seal.

Notary Public

Date 07-22-09

Job No. 08083

LEGAL DESCRIPTION

SOUTH LIMA STREET BUSINESS CENTER PERMANENT DRAINAGE EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A PORTION OF TRACT A, SOUTH LIMA STREET BUSINESS CENTER FILING NO. 1 AS RECORDED AT RECEPTION NO. B1151338, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 26, WHENCE THE WEST QUARTER CORNER THEREOF BEARS S89°28'21"W; THENCE N00°10'20"W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 851.10 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A, BEING THE POINT OF BEGINNING; THENCE CONTINUING N00°10'20"W, ALONG SAID WEST LINE, A DISTANCE OF 736.79 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LIMA STREET AS RECORDED IN BOOK 5015 AT PAGE 602; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. S21°58'25"E, A DISTANCE OF 166.29 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 21°48'05", A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 97.03 FEET AND A CHORD BEARING S11°04'23"E, A DISTANCE OF 96.44 FEET TO A POINT OF TANGENT;
3. S00°10'20"E, ALONG SAID TANGENT, A DISTANCE OF 363.06 FEET TO A POINT OF CURVE;
4. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 07°10'38", A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 31.94 FEET AND A CHORD BEARING S03°24'59"W, A DISTANCE OF 31.92 FEET;

THENCE S37°58'35"W, A DISTANCE OF 37.49 FEET; THENCE S33°29'22"W, A DISTANCE OF 57.47 FEET; THENCE S55°55'57"W, A DISTANCE OF 27.70 FEET TO THE POINT OF BEGINNING. CONTAINING 47,346 SQUARE FEET OR 1.087 ACRES MORE OR LESS.

JOHN G. VIGIL, PLS NO. 26606



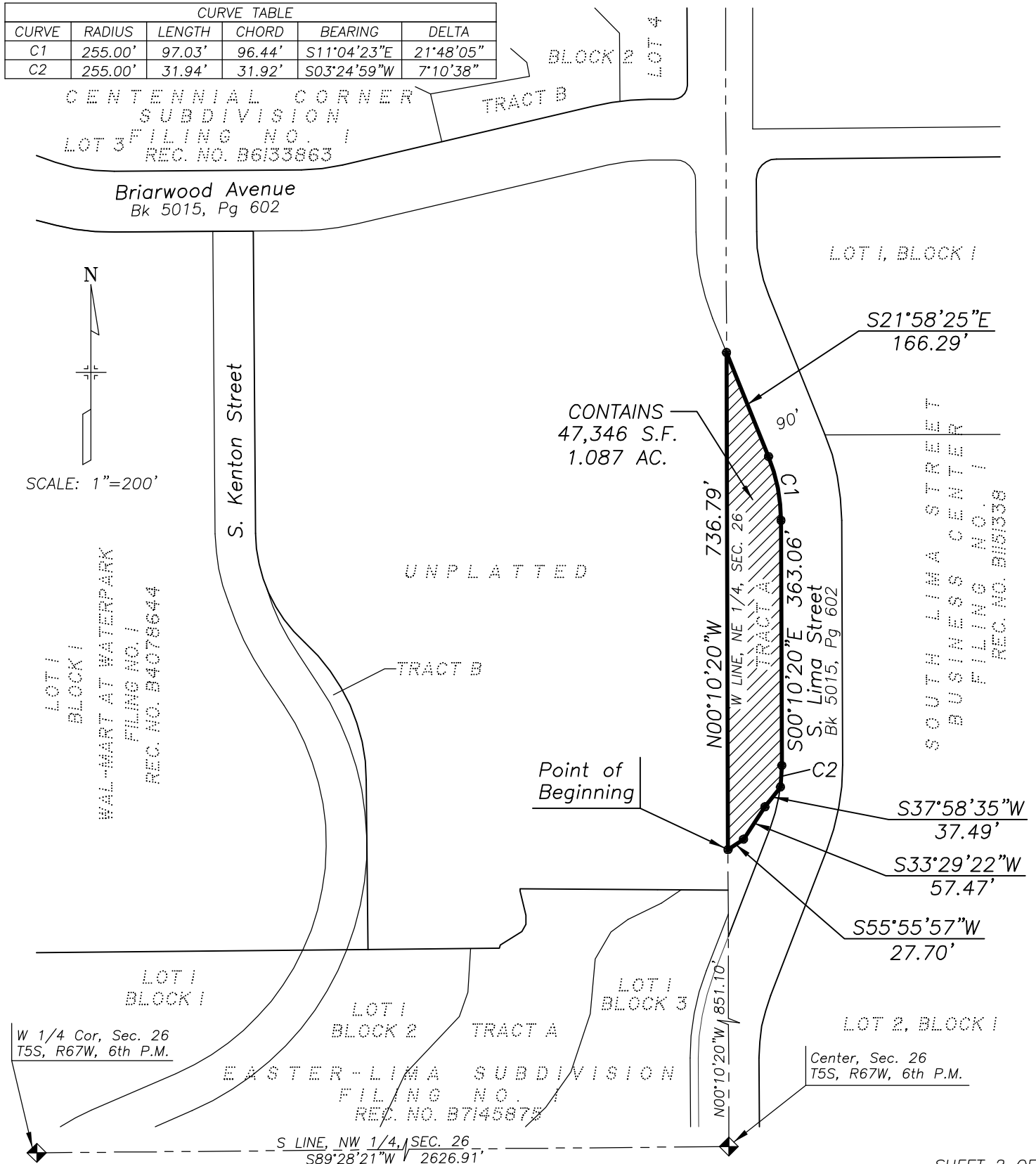
480 Yuma Street ■ Denver, Colorado 80204
Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 07-22-09

Job No. 08083

ATTACHMENT TO LEGAL DESCRIPTION – NOT A SURVEY
SOUTH LIMA STREET BUSINESS CENTER PERMANENT DRAINAGE EASEMENT

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	255.00'	97.03'	96.44'	S11°04'23"E	21°48'05"
C2	255.00'	31.94'	31.92'	S03°24'59"W	7°10'38"





Arapahoe Road

NTS

Briarwood Avenue

Proposed Easement

COTTONWOOD CREEK

Lima Street

Cottonwood Creek
Restoration Project

Easter Avenue

0 150 300 600 Feet

