

EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this ____ day of _____ 2009 between

Boston Smoky Hill, LLC, A Colorado Limited Liability Company whose legal address is
P.O. Box 980580
Park City, UT 84098

for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (the "Owner"), and Southeast Metro Stormwater Authority ("SEMSWA"), a body corporate and politic, whose legal address is 76 Inverness Drive East, Suite A. Englewood, Colorado 80112.

Owner is the owner in fee simple of the property described in Exhibit A (the "Easement Property"), and of the property upon which the Easement Property is located, described as Lot 4, Second Administrative Replat Piney Creek VRG Commercial Subdivision Filing No. 1, County of Arapahoe, State of Colorado (the "Development"). Owner desires a license to use certain components of SEMSWA's storm drainage facilities to discharge clean stormwater from the Development. SEMSWA has agreed to license Owner's use upon the terms of this Revocable Storm Drainage License Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to SEMSWA. For and in consideration of the sum of Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to SEMSWA, its successors and assigns, a permanent easement to enter, re-enter, occupy and use the Easement Property, and warrants the title to the same, for the purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above ground, surface and underground:

Grass Swale/Grass Buffer and modified Extended Detention Basin Water Quality Facilities, including conveyance to and overflow features from said facilities

which may include all necessary above ground, surface and underground facilities and appurtenances related thereto, including but not limited to: mains, manholes, conduits, valves, pavement, vaults, ventilators, retaining walls, drop structures, inlets, outfalls, erosion control structures, culverts, pipes, storage facilities, water quality facilities, electric or other control systems, cable, wires and connections, including telephone wiring; in, upon, under, through and across the Easement Property, upon the terms and conditions stated in the instrument recorded at Reception No. B8080280, incorporated herein by this reference.

SEMSWA hereby grants a revocable license to Owner and to the successors, heirs and permitted assigns of Owner, to discharge approved flows of clean stormwater into SEMSWA's storm drainage collector facility, tributary to Piney Creek, located in the right-of-way for **South Buckley Road, Arapahoe County, Colorado, (the "Outfall")** upon the terms and conditions stated in the instrument recorded at Reception No. B8080280, incorporated herein by this reference.

This instrument relates to that certain **Final Development Plan, hereinafter "Plan"** and known as **City of Centennial Case No. LU-0808-010, Key Bank.**

The Special Conditions, if any, attached to this instrument are a part of this instrument and if in conflict with any other term shall supersede and control over any other term.

SPECIAL CONDITIONS

a. The Operations and Maintenance Manual (O&M) for the above-described improvements shall control where there is a conflict among this Easement Deed And Revocable Storm Drainage License Agreement, the recorded Stormwater Facility Maintenance Agreement recorded in the records of the Clerk and Recorder of Arapahoe County,

Colorado at Reception No. _____ and the Terms And Conditions And Grant Of A Revocable Storm Drainage License recorded in the records of the Clerk and Recorder of Arapahoe County, Colorado at Reception No. B8080280.

b. The Terms And Conditions And Grant Of A Revocable Storm Drainage License recorded in the records of the Clerk and Recorder of Arapahoe County, Colorado at Reception No. B8080280 (hereinafter "License") is hereby amended in the following respect:

The License shall apply only to water quality and not water quantity being discharged from the Development.

Except to the extent described in any Special Conditions, the parties intend that the terms of this instrument be interpreted in accordance with the requirements of the Subdivision Improvement Agreement between KeyBank National Association, a national bank association and SEMSWA dated _____ in regard to KeyBank at Smoky Hill and Buckley and the Plan, if any. In the event of irreconcilable conflict between or among the terms of this instrument or the terms of the SIA or the Plan, the terms of this instrument shall control. Termination, revocation or nonrenewal of the License shall not affect SEMSWA's rights granted under this Easement. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner and SEMSWA.

Owner: Boston Smoky Hill, LLC,
A Colorado Limited Liability Company

By: Joren Peterson
Joren Peterson, Manager

County of SUMMIT)
State of UTAH) s.s.

This instrument was acknowledged before me this 13th day of OCT, 2009 by Joren Peterson as Manager of Boston Smoky Hill LLC, a Colorado Limited Liability Company, Owner.

My commission expires MAR 18, 2013. Witness my hand and official seal.

ACCEPTANCE AND APPROVAL:

For the Board of Directors of the Southeast Metro Stormwater Authority

Executive Director, SEMSWA
Authorization pursuant to Resolution No.

