

PROPERTY CONVEYANCE AGREEMENT

THIS PROPERTY CONVEYANCE AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2010 by and between LINCOLN EXECUTIVE CENTER OWNERS' ASSOCIATION, a nonprofit corporation of the State of Colorado ("LECOA" or "Association") and the SOUTHEAST METROPOLITAN STORMWATER AUTHORITY, a separate governmental entity, political subdivision and public corporation of the State of Colorado ("SEMSWA"), collectively (the "Parties").

RECITALS

WHEREAS, certain real property owned by LECOA shown on Exhibit A and legally described on Exhibit A-1, attached hereto and incorporated herein by reference (the "Property"), is located within the Cottonwood Creek drainage basin; and

WHEREAS, the Property is designated for use as regional and/or sub-regional detention and water quality improvement facilities; and

WHEREAS, as part of the regional stormwater system, LECOA is burdened by virtue of its ownership of existing and proposed regional stormwater facilities with construction and maintenance of these facilities that serve a greater portion of the Cottonwood Creek watershed than the parcels in its Association; and

WHEREAS, SEMSWA was formed, in part, to provide flood control and enhance stormwater quality through the construction and maintenance of regional stormwater systems; and

WHEREAS, regional flood control, water quality, construction and maintenance responsibilities are more uniformly and consistently administered under SEMSWA's direct ownership and control; and

NOW THEREFORE, in consideration of the mutual advantages accruing to the parties herein, and promises of performance of the obligations contained in this Agreement, the parties hereby agree as follows.

AGREEMENT

1. At Closing (as defined below), LECOA shall convey the Property to SEMSWA by a special warranty deed, for the consideration of One Dollar (\$1.00) and other good and valuable consideration as more fully described below.

2. **INSURANCE.**

a. Within ten (10) days after mutual execution hereof, LECOA shall obtain from Land Title Guarantee Company (the "Title Company"), at LECOA's expense, a title insurance commitment (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue at Closing an owner's

policy of title insurance in the amount of Three Hundred Thousand Dollars (\$300,000.00). LECO shall instruct the Title Company to deliver to SEMSWA, copies of the Title Commitment and copies of all instruments referenced in Schedule B thereof.

b. SEMSWA shall have ten (10) business days (the "Title Review Period") after the receipt of the Title Commitment to notify LECO, in writing, of such objections as SEMSWA may have to anything contained in the Title Commitment. Any item contained in the Title Commitment to which SEMSWA does not object during the Title Review Period shall be deemed a Permitted Exception. In the event SEMSWA shall notify LECO of objections to title prior to the expiration of the Title Review Period, LECO shall have five (5) business days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to SEMSWA and LECO (the "Cure Period"), within which LECO may (but shall not be required to) cure or remove such objection. If LECO fails either to cure or remove such objection or if by reason of such objection the Title Company refuses to issue an owner's policy of title insurance as described in subparagraph c below, SEMSWA may either terminate this Agreement by written notice to LECO or waive such objection and accept such title as LECO is able to convey without any reduction in the Purchase Price. Failure of SEMSWA to send written notice of the election available to it pursuant to the preceding sentence within three (3) business days after the expiration of the Cure Period shall be deemed an election by SEMSWA to waive its objection and accept such title as LECO is able to convey without any reduction in the Purchase Price.

c. At Closing, LECO shall convey and transfer to SEMSWA such title to the Property as will enable the Title Company to issue to SEMSWA, at LECO's expense, an Extended Coverage ALTA Owner's Form Policy of Title Insurance ("ALTA Policy") covering the Property, in the amount of Three Hundred Thousand Dollars (\$300,000.00). LECO shall provide appropriate affidavits as called for by the Title Company in order to delete standard title exceptions or insure over said exceptions. The issuance by Title Company of the ALTA Policy in favor of SEMSWA, insuring fee title to the Property to SEMSWA in the amount of the Purchase Price subject only to the Permitted Exceptions, shall be conclusive evidence that LECO has complied with all obligations, express or implied, to convey good and marketable title to the Property to SEMSWA.

3. OF SEMSWA. Upon Closing, SEMSWA shall be responsible for the following obligations (the "SEMSWA Obligations"):

a. Subject to the budgeting and appropriation of necessary funds by the SEMSWA Board of Directors, SEMSWA shall retrofit and maintain the existing wet pond located on the Property and serving the Lincoln Executive Center ("Wet Pond") with water quality capture volume and additional regional retention pursuant to the Final Plan (as defined below). The preliminary plan for retrofitting the Wet Pond ("Preliminary Plan") is attached hereto and incorporated herein by reference and is marked Exhibit B. The concept for the retrofitting of the Wet Pond may change but the end result will be the same as depicted in the Preliminary Plan. SEMSWA shall deliver to LECO any changes of any nature whatsoever to the Preliminary Plan ("Amended Plan"). Work on the Wet Pond will not commence prior to LECO's approval of any Amended Plan. If LECO fails to deliver to SEMSWA LECO's written approval or its written request for revisions within thirty (30) business days after LECO

receives any submittal by SEMSWA of any Amended Plan or any required revisions to them, LECO shall be deemed to have accepted the same. The parties shall work in good faith to agree to final plans for the Wet Pond ("Final Plan").

b. SEMSWA shall design and construct the pond to be located on the Property and known as the "Caley East Pond" in calendar year 2010, subject to the budgeting and appropriation of necessary funds by the SEMSWA Board of Directors. The Caley East Pond shall be constructed generally as depicted on Exhibit C attached hereto and incorporated herein by reference.

c. SEMSWA shall design and construct the pond to be located on the Property and known as the "Caley West Pond" at some future undetermined date, but will consider expediting construction utilizing a phased approach, subject to the budgeting and appropriation of necessary funds by the SEMSWA Board of Directors. The Caley West Pond shall be constructed generally as depicted on Exhibit D attached hereto and incorporated herein by reference.

d. Upon Closing, SEMSWA shall assume all maintenance, compliance obligations and construction improvement responsibilities for the Property subject to the budgeting and appropriation of necessary funds by the SEMSWA Board of Directors.

The obligations of this Section 3 shall survive Closing.

4. Upon Closing, SEMSWA shall deliver an executed release to LECO and all properties, improved or unimproved within the Lincoln Executive Center, granting the following releases (collectively, the "Release"):

a. an unconditional release from any further maintenance obligations with respect to the Property;

b. a conditional release from any further compliance and construction improvement obligations with respect to the Property and any further requirements to make detention or water quality drainage improvements, accepting the Wet Pond, Caley East Pond and Caley West Pond as the full and complete detention, water quality and master drainage facilities for Lincoln Executive Center; provided that development sites within the Lincoln Executive Center may be required by SEMSWA to use water quality enhancements such as grass swales so long as SEMSWA does not require dedicated tracts or additional open space beyond City requirements. The releases in this Section 4(b) will automatically become unconditional upon the full and timely payment of the \$300,000.00 to SEMSWA which is described in Section 5(a) below.

Notwithstanding the issuance of the releases described above, all of the real property located in all Filings of Lincoln Executive Center, Arapahoe County, Colorado not conveyed to SEMSWA pursuant to this Agreement shall be subject to the payment of SEMSWA's system development fees as each property is developed or redeveloped.

The obligations of this Section 4 shall survive Closing.

5. BY LECO A.

a. In addition to the conveyance of the Property, as consideration for the SEMSWA Obligations and the Release, LECO A shall pay SEMSWA Three Hundred Thousand Dollars (\$300,000.00), as follows: One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid at Closing. Fifty Thousand Dollars shall be paid on or before each anniversary of the Closing for the first three (3) anniversaries of the Closing (the "Periodic Payments") until the entire amount is paid in full. The obligations of this Section 5 shall survive Closing.

b. If LECO A shall fail to make any of the Periodic Payments within six (6) months after written notice from SEMSWA (a "Payment Default"), then (i) LECO A shall be responsible for payment of any routine maintenance costs actually incurred by SEMSWA in maintaining the Property during the time period in which a Payment Default exists up to and including the date that such Payment Default is cured (the "Maintenance Costs"); and (ii) the conditional releases set forth in Section 4(b) of this Agreement shall become null and void and shall be treated as never having been issued. Maintenance Costs shall be due within ten (10) days of delivery of invoice to LECO A. LECO A shall only be responsible for payment of Maintenance Costs actually incurred by SEMSWA during the time period that a Payment Default exists. SEMSWA shall grant to LECO A any easements or rights to the Property necessary for LECO A to perform its obligations should the conditional releases set forth in Section 4(b) of this Agreement become null and void.

6. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of the Title Company, at a time to be mutually agreed to by SEMSWA and LECO A, on the thirtieth () business day following mutual execution of this Agreement.

7. PROVISIONS:

a. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) prepaid telegram, telex or telecopy (provided that such telegram, telex or telecopy is confirmed by expedited delivery service or by mail in the manner previously described, or by diagnostic report with respect to the success or failure of a telecopy transmission), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or telecopy upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

to LECO A:

c/o Transwestern
8055 E. Tufts Ave., Suite 1310
Denver, Colorado 80237
Attn: Karla Flowers

to SEMSWA:

Executive Director
Southeast Metro Stormwater Authority
76 Inverness Drive East, Suite A
Englewood, CO 80112

b. of Agreement; Costs. Except as limited herein, the parties hereto acknowledge and agree that this Agreement may be enforced in law or equity, by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either party. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorney's fees and costs.

c. Effect. This Agreement shall be binding on the parties and their successors and assigns.

d. of Parties. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the parties.

e. . Except as provided for herein, neither this Agreement, nor any of either party's rights, obligations, duties or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

f. . This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing executed by both parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

g. . The waiver of a breach of any of the provisions of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other party of the same or another provision of this Agreement.

h. . This Agreement contains the entire agreement between the parties and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement shall be valid or binding.

i. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Further, the parties hereby agree that the District Court in and for Arapahoe County, Colorado shall have exclusive jurisdiction and venue to determine any disputes under this Agreement.

j. for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.

k. Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the government; war, or terrorism, or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

l. Third Party Beneficiaries. There are no express or implied third party beneficiaries of this Agreement. No third party has any right to enforce this Agreement.

m. . This Agreement may be executed in counterparts, and each counterpart will be considered an original.

[Signatures to follow on separate page(s)]

IN WITNESS WHEREOF, the parties hereto have caused their names and signatures to be affixed the date and year first above written.

LECOA:

**LINCOLN EXECUTIVE CENTER OWNER'S
ASSOCIATION**

_____, President

ATTEST:

Secretary

SEMSWA:

**SOUTHEAST METROPOLITAN
STORMWATER AUTHORITY**

John A. McCarty, Executive Director
Pursuant to Resolution No. 10-16

Exhibit A

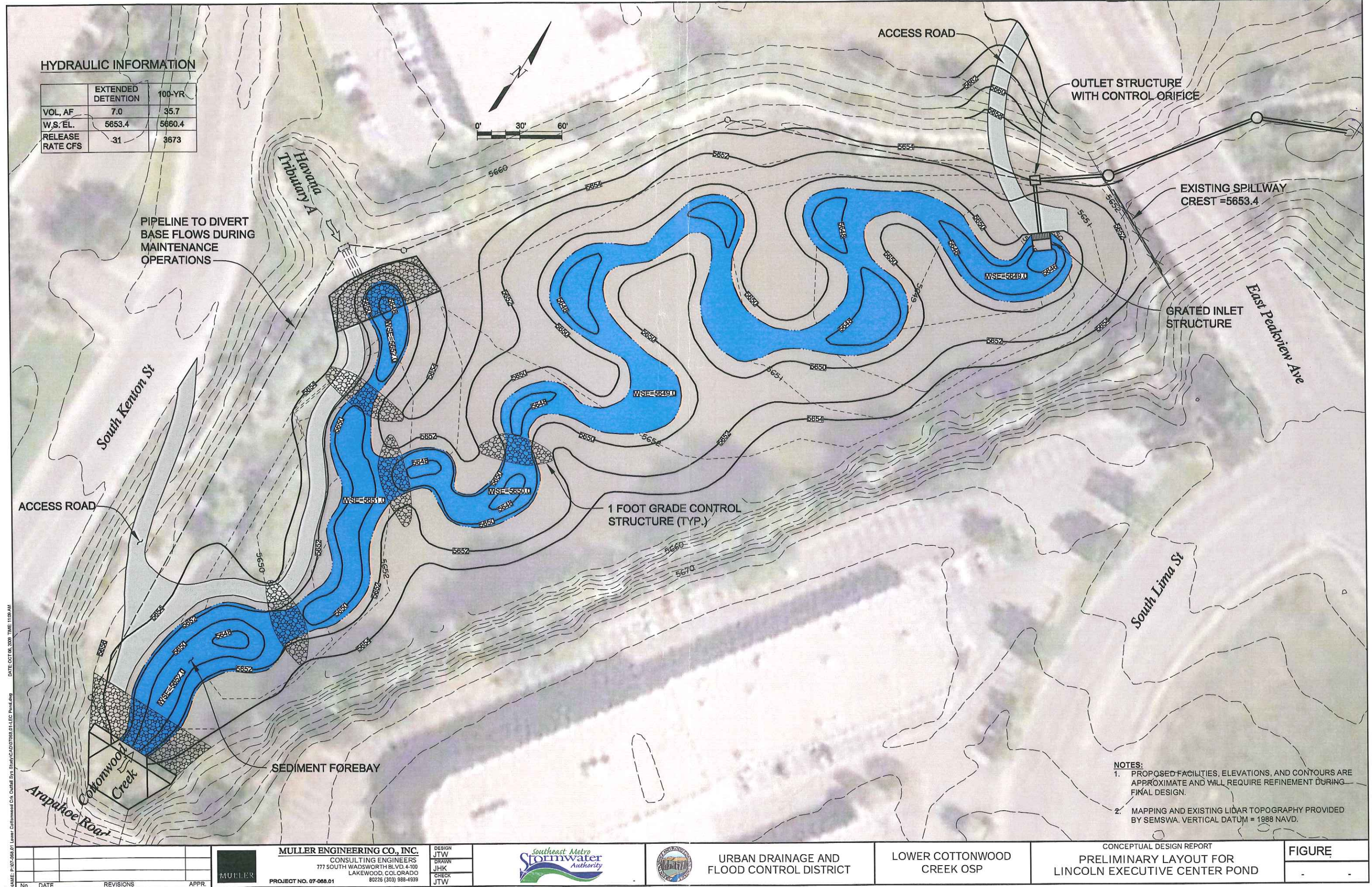
Map of the Property

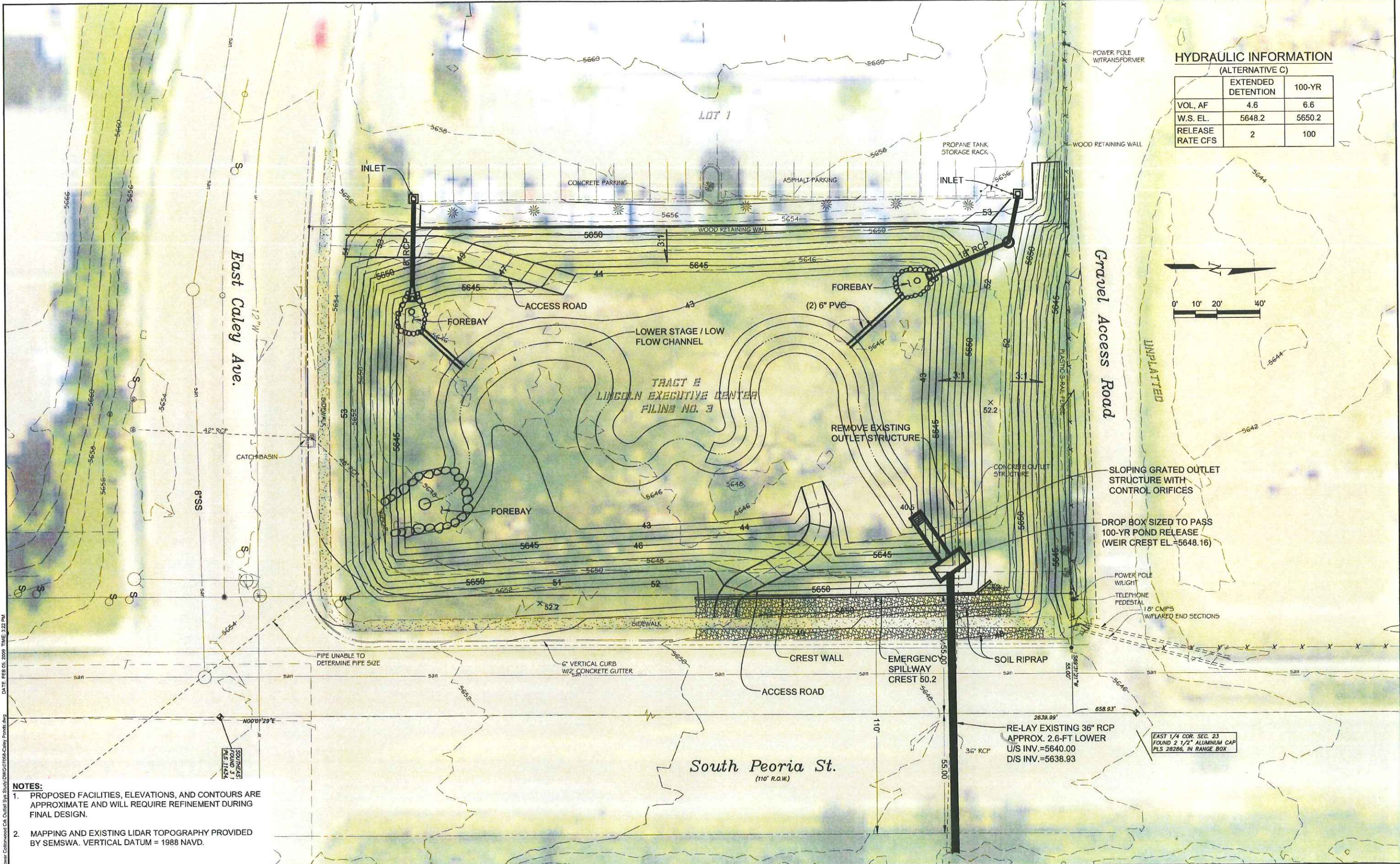


EXHIBIT A
Lincoln Executive Center Parcel Map

EXHIBIT A-1

1. TRACT A LINCOLN EXECUTIVE CENTER FILING REPLAT, ARAPAHOE COUNTY, COLORADO
2. TRACT B EX THOSE PARTS DESC AS BEG AT MOST SELY COR OF SD TRACT AT A PT ON N ROW LINE OF E PEAKVIEW AVE TH WLY ALG SD ROW LINE 14.41 FT TH NE 342.97 FT & 196.01 FT TH SE 57.5 FT TO A PT ON W ROW LINE OF S LIMA ST TH SWLY ALG SD ROW 53.1 FT 167.03 FT 51.78 FT 202.56 FT & 42.22 FT TH ALG CURVE RT 51.05 FT TO BEG & EX BEG 2037.71 FT W & 665.16 FT S OF NE COR OF SE 1/4 SEC 23-5-67 TH SE 38.35 FT TO A PT ON WLY ROW LINE OF E CALEY AVE TH ALG CURVE TO LEFT 93.84 FT TH SE 4.8 FT TH ALG CURVE RT 47.12 FT TH SW 100.45 FT TH ALG CURVE RT 128.77 FT TH ALG CURVE TO LEFT 16.84 FT TH NW 79.79 FT TH NE 180.02 FT & 186.08 FT TO BEG LINCOLN EXECUTIVE CENTER 4TH FLG REPLAT, ARAPAHOE COUNTY, COLORADO
3. THAT PART OF TRACT B DESC AS BEG AT MOST SELY COR OF SD TRACT B ON N R/W LINE E PEAKVIEW AVE TH WLY ALG SD N R/W LINE OF E PEAKVIEW AVE 14.41 FT TH DEPARTING SD R/W NELY 342.97 FT & 196.01 FT TH ELY 57.50 FT TO PT ON W R/W LINE OF S LIMA ST TH SLY ALG SD R/W THE FOLLOWING 5 DISTANCES: 53.10 FT; 167.03 FT; 51.78 FT; 202.20 FT & 42.22 FT TH ALG ARC OF CURVE TO THE RT TO THE PT OF BEG LINCOLN EXECUTIVE CENTER 4TH FLG REPLAT, ARAPAHOE COUNTY, COLORADO
4. TRACT B LINCOLN EXECUTIVE CENTER FILING REPLAT, ARAPAHOE COUNTY, COLORADO
5. TRACT E LINCOLN EXECUTIVE CENTER FILING, ARAPAHOE COUNTY, COLORADO

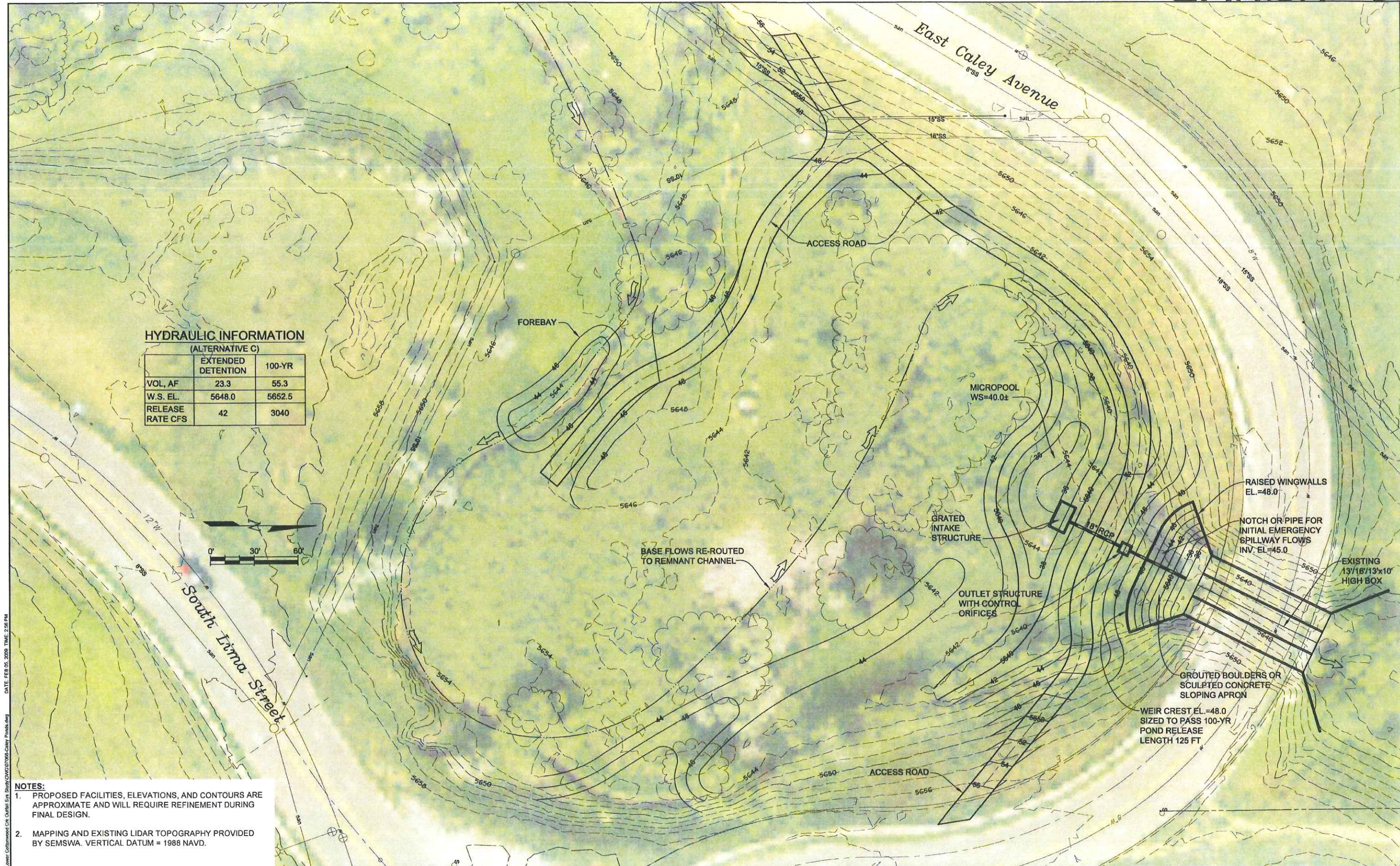




HYDRAULIC INFORMATION
(ALTERNATIVE C)

	EXTENDED DETENTION	100-YR
VOL, AF	4.6	6.6
W.S. EL.	5648.2	5650.2
RELEASE RATE CFS	2	100

- NOTES:
1. PROPOSED FACILITIES, ELEVATIONS, AND CONTOURS ARE APPROXIMATE AND WILL REQUIRE REFINEMENT DURING FINAL DESIGN.
 2. MAPPING AND EXISTING LIDAR TOPOGRAPHY PROVIDED BY SEMSWA. VERTICAL DATUM = 1988 NAVD.



NAME: P:\07-068\01 Lower Cottonwood Ck Outlet Sys Study\DWG\07068-Caley Pond.dwg DATE: FEB 05, 2009 TIME: 2:56 PM

Nr	DATE	REVISIONS	APPR.



MULLER ENGINEERING CO., INC.
CONSULTING ENGINEERS
777 SOUTH WADSWORTH BLVD. 4-100
LAKEWOOD, COLORADO 80225 (303) 988-4939

PROJECT NO. 07-068.01

DESIGN
JRS
DRAWN
JHK
CHECK
JTW



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

LOWER COTTONWOOD CREEK OSP

**COTTONWOOD CREEK
PRELIMINARY LAYOUT FOR CALEY WEST POND**

FIGURE 1
1