

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 12-34

Acceptance of two Non-Standard Permanent Drainage Easements in Inverness
Business Park from Inverness Water and Sanitation District (IWSD)
and Inverness Metropolitan Improvement District (IMID)

WHEREAS, the Board of Southeast Metro Stormwater Authority (SEMSWA) in Resolution No. 08-19 approved a Standard Drainage Easement for use in regard to stormwater improvements and authorized the Executive Director of SEMSWA to execute those easements in behalf of SEMSWA as long as they adhere to the standard easement with minor non-substantive modifications; and

WHEREAS, IWSD has adopted the SEMSWA's Stormwater Management Manual (Manual) that sets forth the criteria for the design of stormwater improvements; and

WHEREAS, the Manual requires developers to dedicate drainage easements for stormwater improvements in Inverness Business Park (Easement Property) allowing SEMSWA to enter, re-enter, and occupy the Easement Property; and

WHEREAS, as part of the Implementation Intergovernmental Agreement (IIGA) between SEMSWA and IWSD, and as part of assuming IWSD's stormwater functions, as further described in the IIGA, SEMSWA will be required to enter and re-enter the Easement Property; and

WHEREAS, IMID will discharge detained flows offsite into the Cottonwood Creek drainageway through various tracts of land in the Cottonwood Creek floodplain owned by IMID; and

WHEREAS, the Standard Drainage Easement adopted by the SEMSWA Board of Directors has been modified to address concerns by IWSD and IMID about SEMSWA's access of their recreational properties during periods other than November through March of each year; and

WHEREAS, the non-standard drainage easements have been prepared by SEMSWA staff and legal counsel and approved and executed by both IWSD and IMID.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board approves the Permanent Drainage Easements attached hereto as Exhibits A and B and authorizes the Executive Director of SEMSWA to execute these Easements.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:

Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

PERMANENT DRAINAGE EASEMENT

This PERMANENT DRAINAGE EASEMENT ("Easement") is granted this 10th day of August, 201_, by the **Inverness Water and Sanitation District** ("IWSD"), a quasi-governmental entity whose address is 2 Inverness Drive East, Suite 200, Englewood, Colorado 80112, ("The Grantor"), to the Southeast Metro Stormwater Authority, whose legal address is 76 Inverness Drive East, Suite. A, Centennial, CO, 80112 ("The Grantee").

- A. Grantor is the owner of the properties located in Inverness Business Park, Arapahoe County and Douglas County, Colorado.
- B. Presently the Tracts are used for multiple purposes, including drainage, and may be additionally maintained for public access, park, recreational activities and landscaping. The easements depicted include stormwater facilities and the access routes from public right of way to those facilities. The "IWSD Recreational Property Easement Parcels" are, generally described on Exhibit Sheets C04 and M1. The "Non-Recreational Property Easement Parcels" are generally described on Exhibit Sheets A03, B01, B05, B06, B10, B11, M2 and M3.

For and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its transferees and successors in title or assigns, a Permanent Drainage Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove drainage improvements ("Permitted Activities"), in, on, to, through, over, under and across certain parcels of real property located in Arapahoe County and Douglas County, Colorado, as more particularly described as the Easement Parcels pursuant to the following terms and conditions:

Conditions for Use of Permanent Drainage Easement on the IWSD Recreational Property Easement Parcels.

1. SEMSWA will contact the Grantor to schedule access to the IWSD Recreational Property Easement Parcels for any Permitted Activities. The Grantor will provide 24 hour, 7 day a week contact number. SEMSWA will schedule access for non-emergency projects and maintenance on the IWSD Recreational Property Easement Parcels to coincide with periods of limited use, generally November through March.

Permanent Drainage Easement
SEMSWA Standard Agreement.

Page 2 of 7

2. For scheduled access on the IWSD recreational property, SEMSWA will identify the purpose for access and approximate area of access.
3. SEMSWA will obtain utility locates before excavating or before soil drilling on any property.
4. Upon notice of a scheduled access, within 2 business days, the Grantor will locate, to the extent they reasonably can, its own buried facilities on the site including irrigation valve boxes and sprinkler heads, to assist in avoiding damages during access or construction. Failure to locate or an error in locates does not obviate the need for repair by SEMSWA of damaged facilities unless Grantor was negligent in its efforts to locate its own buried facilities.
5. Upon completion of Permitted Activities on the IWSD recreational property, SEMSWA will notify the Grantor so that it can inspect the property to note any visible damages requiring repair. Any such claim for repair should occur within 2 business days of SEMSWA's notification of leaving the site. Such inspection does not obviate the need for repair for underground damages or items found later to be the result of SEMSWA's activities.
6. SEMSWA is required to repair damages resulting from SEMSWA's Permitted Activities that effect operations on the IWSD Recreational Property Easement Parcels immediately, or as soon as reasonably practical. Repairs that do not effect operations on the IWSD Recreational Property Easement Parcels shall to be made within 2 weeks, weather and access permitting.
7. SEMSWA may, in an emergency, after attempting to contact the Grantor using a designated emergency number, access any IWSD Recreational Property Easement Parcels using reasonable care for completion of any Permitted Activities that are necessitated by an emergency. An emergency includes access immediately following a flood event that has caused significant damage to property or drainage facilities, or in the instance when a drainage facility has failed or failure of the facility is imminent.
8. SEMSWA will restrict its access, in all instances, to an area reasonably necessary to complete its Permitted Activities.

Conditions for Use of Easements on the IWSD Non-Recreational Property Easement Parcels.

1. Non-Recreational Property Easement Parcels may be accessed at SEMSWA's discretion.
2. SEMSWA will notify the Grantor in advance of any Permitted Activities.
3. SEMSWA will obtain utility locates before excavating or before soil drilling on the Non-Recreational Property Easement Parcels.
4. Upon notice of a scheduled access, within 2 business days, the Grantor will locate, to the extent they reasonably can, its own buried facilities on the site including irrigation valve boxes and sprinkler heads, to assist in avoiding damages during access or construction. Failure to locate or an error in locates does not obviate the need for repair by SEMSWA of damaged facilities unless Grantor was negligent in its efforts to locate its own buried facilities.
5. Upon completion of Permitted Activities on the IWSD Non-Recreational Property Easement Parcels, SEMSWA will notify the Grantor so that it can inspect the property to note any visible damages requiring repair. Any such claim for repair should occur within 2 business days of SEMSWA's notification of leaving the site. Such inspection does not obviate the need for repair for underground damages or items found later to be the result of SEMSWA's activities.
6. SEMSWA is required to repair damages resulting from SEMSWA's Permitted Activities that effect the IWSD Non-Recreational Property Easement Parcels. All repairs need to be made within 2 weeks, weather and access permitting.
7. SEMSWA may, in an emergency, after attempting to contact the Grantor using a designated emergency number, access any Non-Recreational Property Easement Parcels using reasonable care for completion of any Permitted Activities that are necessitated by an emergency. An emergency includes access immediately following a flood event that has caused significant damage to property or drainage facilities, or in the instance when a drainage facility has failed or failure of the facility is imminent.
8. SEMSWA will restrict its access, in all instances, to an area reasonably necessary to complete its responsibilities.

General Conditions:

Except as modified by the Conditions for Use of Easements on the IWSD Recreational and Non-Recreational Property Easement Parcels, preceding, the following General Conditions to the use of the easements apply.

1. The Grantee, its contractors, agents, successors and permitted assigns shall have and exercise the right of perpetual ingress and egress in, to, through, over, under and across the IWSD Recreational and Non-Recreational Property Easement Parcels for any Permitted Activities.
2. The Grantee, its contractors, agents, successors and permitted assigns, shall have the right to enter upon the IWSD Recreational and Non-Recreational Property Easement Parcels for any Permitted Activities and to remove objects interfering with the drainage improvements and their proper functioning.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action that would impair the lateral or subjacent support for the drainage improvements.
4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity, or to any public utility provider, any and all rights to use, and all rights and obligations associated with, the Permanent Drainage Easement as are granted to and accepted by the Grantee herein.
5. The Grantee agrees that at such time and in the event that the Permanent Drainage Easement described herein be abandoned by the Grantee and any assignee, such Permanent Drainage Easement shall terminate and the real property interest represented by such Permanent Drainage Easement shall revert to the Grantor, its heirs, successors and/or assigns. Because of the potentially infrequent nature of the allowed use of the Permanent Drainage Easement, mere non-use of the IWSD Recreational Property Easement Parcels or Non-Recreational Property Easement Parcels, notwithstanding, the length of time of such non-use shall not constitute abandonment.
6. The Grantor warrants, covenants, grants, bargains and agrees that, to the best of its knowledge, the Grantor is well seized of the IWSD Recreational Property and Non-Recreational Property Easement Parcels above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restriction of whatever kind or nature so ever, except matters of record.

7. Each and every one of the benefits and burdens of the Permanent Drainage Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the Grantee.

8. The consideration set forth above includes full and just compensation.

9. In further consideration hereof, Grantor, for itself and its transferees and successors in title or assigns, covenants and agrees that no building, structure, fill of soils or other materials, or other above or below ground obstruction that will interfere with the established drainage or the purposes of this Permanent Drainage Easement, will be placed, erected, or installed on behalf of the Grantor on the IWSD Recreational or Non-Recreational Property Easement Parcels or permitted by Grantor without written authorization of Grantee, which will not be unreasonably withheld. Nothing in this Paragraph shall prohibit Grantor from maintaining, repairing and replacing existing buildings, structures, fill of soils or other materials, or other above or below ground obstructions in its normal course of business as long as the same does not interfere with the purposes of this Permanent Drainage Easement. Grantor covenants and agrees that in the event the terms of this paragraph are violated by Grantor, its transferees and successors in title or assigns, such violation shall be corrected and eliminated within ninety (90) calendar days after the receipt of notice from Grantee. If such corrections are not made or diligently pursued by Grantor, its transferees and successors in title or assigns, or whoever is the current owner of the fee title to the IWSD Recreational or Non-Recreational Property Easement Parcels, if different from Grantor, within said ninety day period, Grantee, after written notice to Grantor, shall have the right to correct and eliminate such violation, and Grantor, its transferees and successors in title or assigns, or whoever is the current owner of the fee title to the real property described as the IWSD Recreational Property or Non-Recreational Property Easement Parcels if different from Grantor, shall promptly pay the actual costs thereof.

10. Although Grantee is granted herein the authority to maintain drainage improvements on Grantor's property, that grant shall in no way be construed to require Grantee to perform any maintenance on such drainage improvements. It is specifically understood and agreed to by and between Grantor and Grantee that any such maintenance of drainage improvements is contingent upon the approval of and budgeting for such maintenance by the Board of Directors of Grantee, neither of which can be guaranteed. Notwithstanding anything herein, all rights and obligations as set forth on the following plats in Arapahoe County and Douglas County, Colorado Clerk and Recorder records, shall remain in full force and effect:

Inverness Filing No.4, 1st Amendment, Arapahoe County, Colorado

Inverness Subdivision Filing No. 37, Arapahoe County, Colorado

Inverness Subdivision Filing No.3 and a Portion of the South ½ of Section 35, T5S, R67W of the 6th Principle Meridian, Arapahoe County, Colorado

Inverness Subdivision Filing No. 7, 6th Amendment, Douglas County, Colorado

Inverness Subdivision Filing No. 6, 8th Amendment, Douglas County, Colorado

Inverness Subdivision Filing No. 2, 1st Amendment, Arapahoe County, Colorado

Inverness Subdivision Filing No. 14, Arapahoe County, Colorado

Replat of Aministrative Resubdivision to Point South Corporate Center Subdivision, Arapahoe County, Colorado

Inverness Subdivision Filing No. 6, 6th Amendment,, Douglas County, Colorado

Inverness Subdivision Filing No. 42, Arapahoe County, Colorado

[SIGNATURE ON FOLLOWING PAGE]

GRANTOR:

IWSD:
Inverness Water and Sanitation
District, a quasi-municipal
corporation and political subdivision
of the State of Colorado

By: 
Randall Warren, Board President

Attest:


Secretary

STATE OF COLORADO)
) ss.
County of Arapahoe)

The foregoing Permanent Drainage Easement was acknowledged before me this
10th day of August, 2012, by Randall Warren as
President of the Inverness Water and Sanitation District.
Witness my hand and official seal:

Notary Public Laurie M. Tatlock

My commission expires: 12/18/2012



PERMANENT DRAINAGE EASEMENT
SEMSWA

ACCEPTED BY GRANTEE:

SOUTHEAST METRO STORMWATER AUTHORITY

By: _____
John A. McCarty, Executive Director

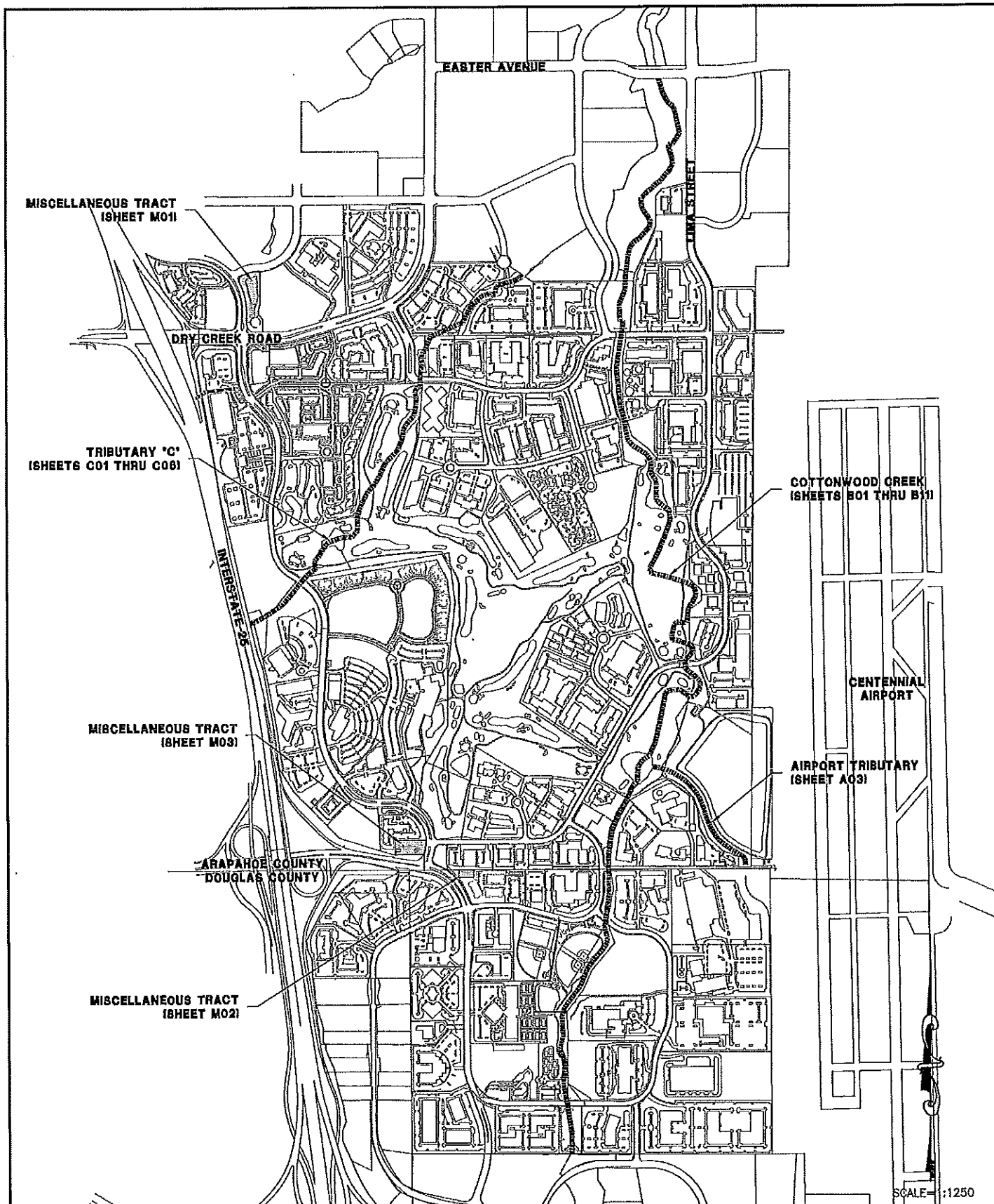
STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing PERMANENT DRAINAGE EASEMENT was acknowledged before me this 26th day of September, 2012, by John A. McCarty as Executive Director of Southwest Metro Stormwater Authority pursuant to the authority granted him in Resolution No. 12-34.

Witness my hand and official seal.

My Commission expires: _____.

Notary Public



SCALE = 1:1250

DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	04/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

ACCESS & MAINTENANCE EASEMENTS INDEX SHEET

INVERNESS METROPOLITAN IMPROVEMENT DISTRICT

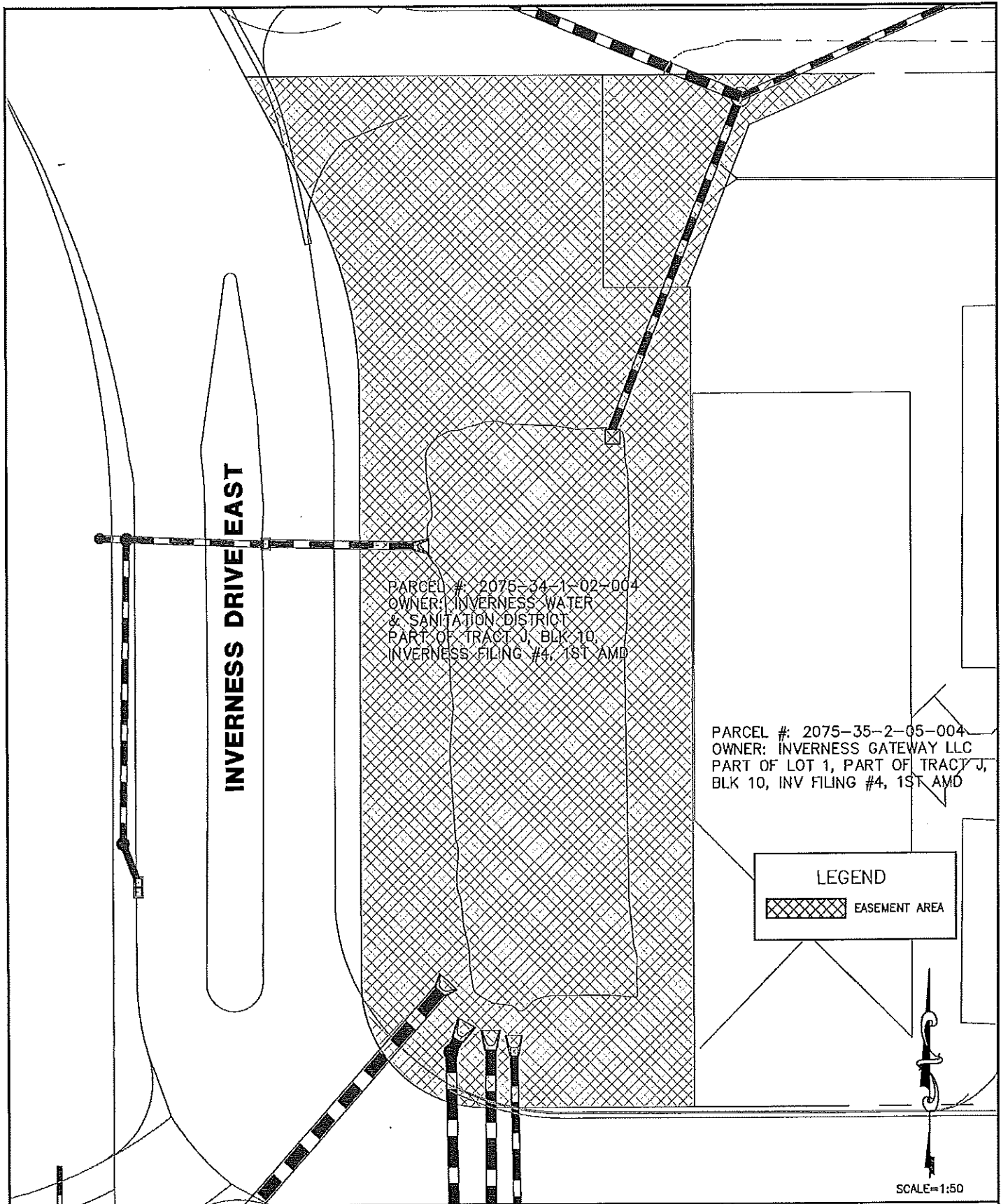


**Mulhern
MRE, Inc.**

2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

IDX

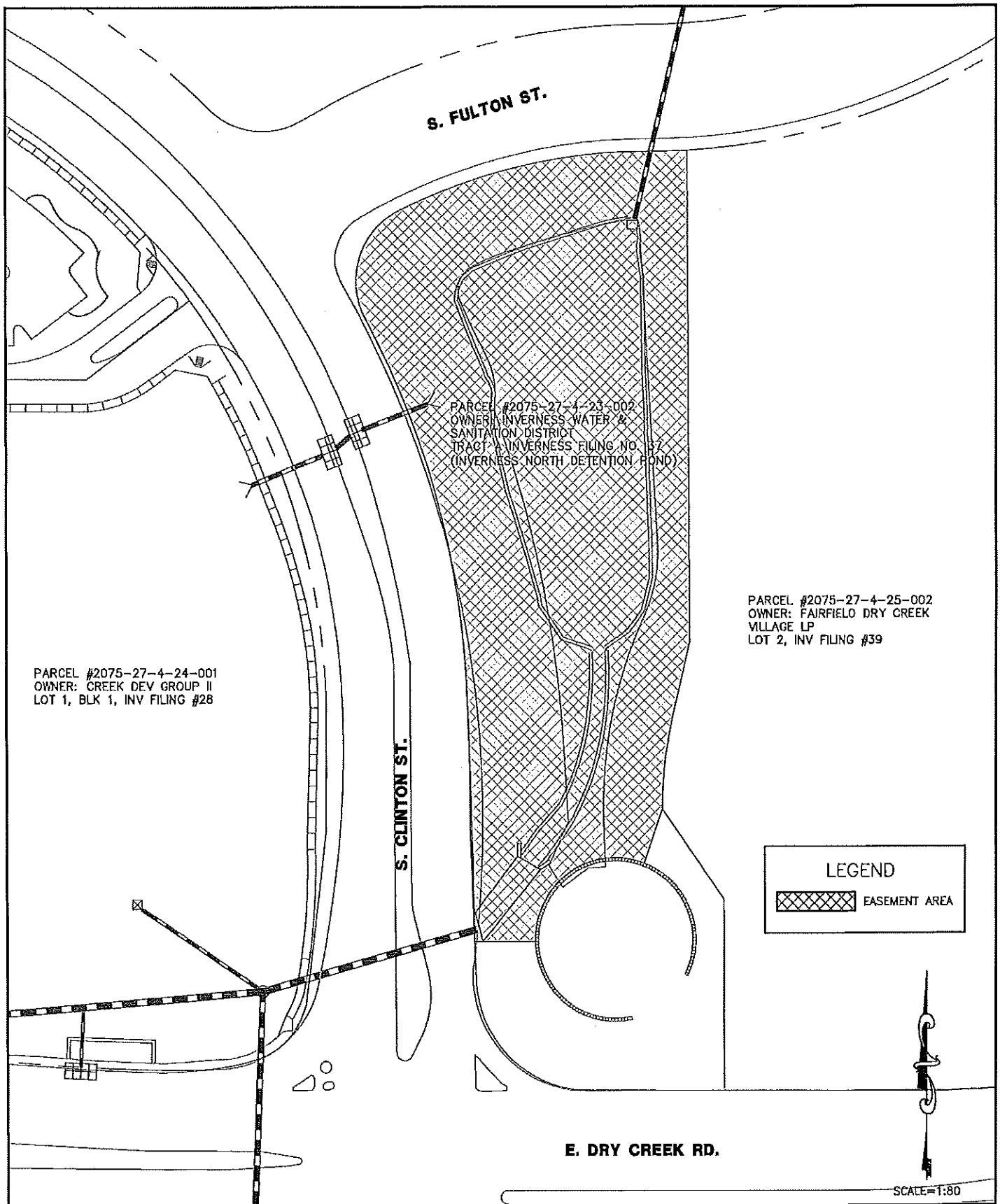


DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT
TRIBUTARY "C"
ACCESS & MAINTENANCE
EASEMENTS
 RECREATIONAL PROPERTIES

Mulhern
MRE, Inc.
 2 Inverness Drive East, Suite 200
 Englewood, CO 80112
 (303) 649-9857

SHEET NUMBER
C04
 REVISED 02/09/12



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

DETENTION POND ACCESS & MAINTENANCE EASEMENTS

RECREATIONAL PROPERTIES

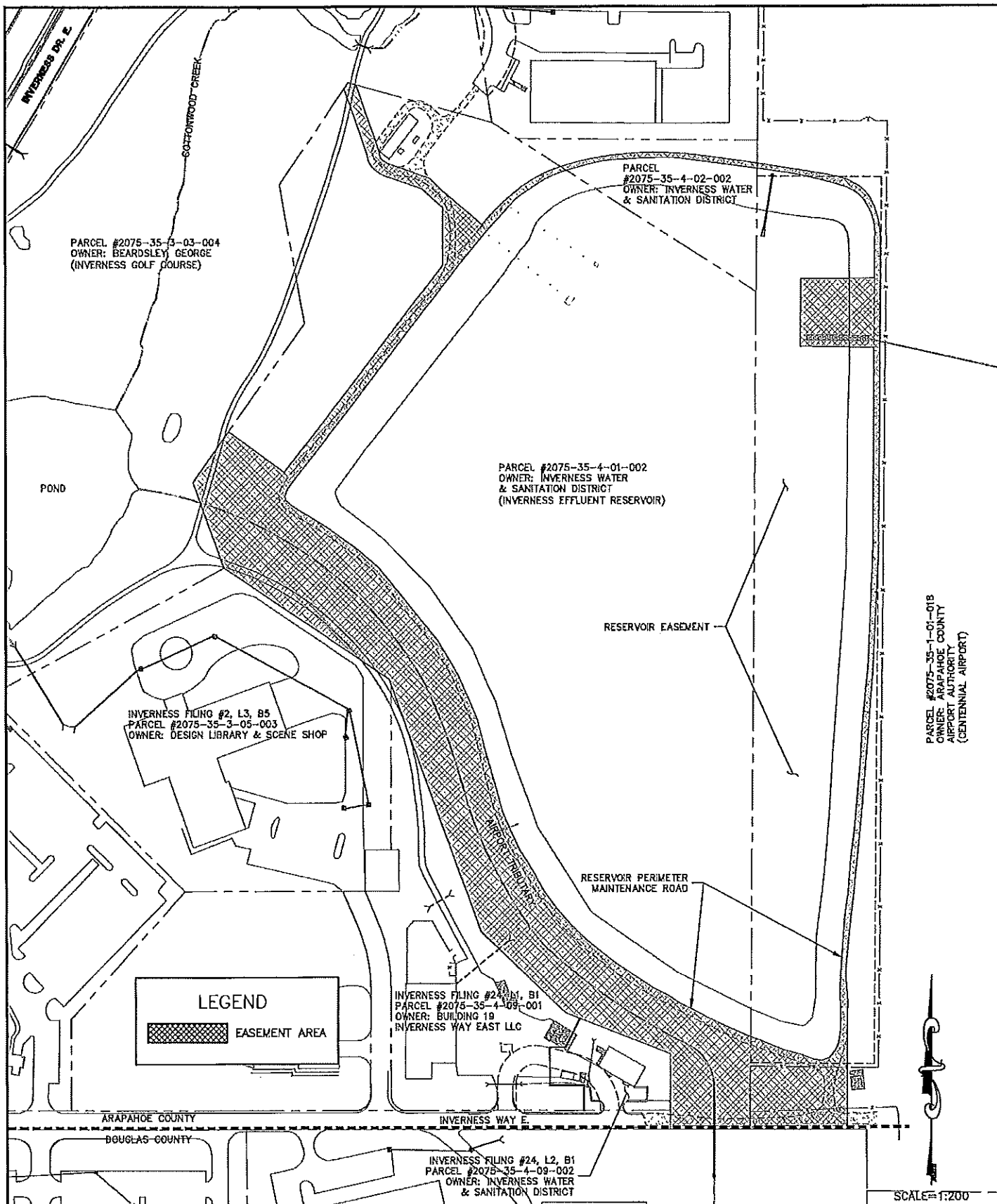


**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

M01

REVISED 02/09/12



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	04/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

AIRPORT TRIBUTARY ACCESS & MAINTENANCE EASEMENTS

NON-RECREATIONAL PROPERTIES



**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

A03

REVISED 02/09/12

INVERNESS DRIVE SOUTH

BRIDGE PARCEL #2231-02-2-99-002
OWNER: DOUGLAS COUNTY
BOARD OF COMMISSIONERS
LEGAL CODE: INVERNESS PARKWAY INVERNESS
#7 2ND AMENDMENT. 1.82 AM/L

PARCEL #2231-02-2-08-006
OWNER: FFI CO PARKSIDE LLC
LEGAL CODE: LOT 1B-1A
INVERNESS FILING 7 14TH AMD
5.464 AM/L

PARCEL #2231-02-2-08-003
OWNER: INVERNESS WATER &
SANITATION DISTRICT
LEGAL CODE: TRACT A INVERNESS
FILING 7 6TH AMD 2.508 AM/L

PARCEL #2231-02-2-08-004
OWNER: COLORADO INDUSTRIAL
PORTFOLIO LLC
LEGAL CODE: LOT 3, BLK B
INVERNESS FILING 7 2ND AMD
7.100 AM/L

LEGEND

 EASEMENT AREA

SCALE=1:60

DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

**COTTONWOOD CREEK
ACCESS & MAINTENANCE
EASEMENTS**

NON-RECREATIONAL PROPERTIES

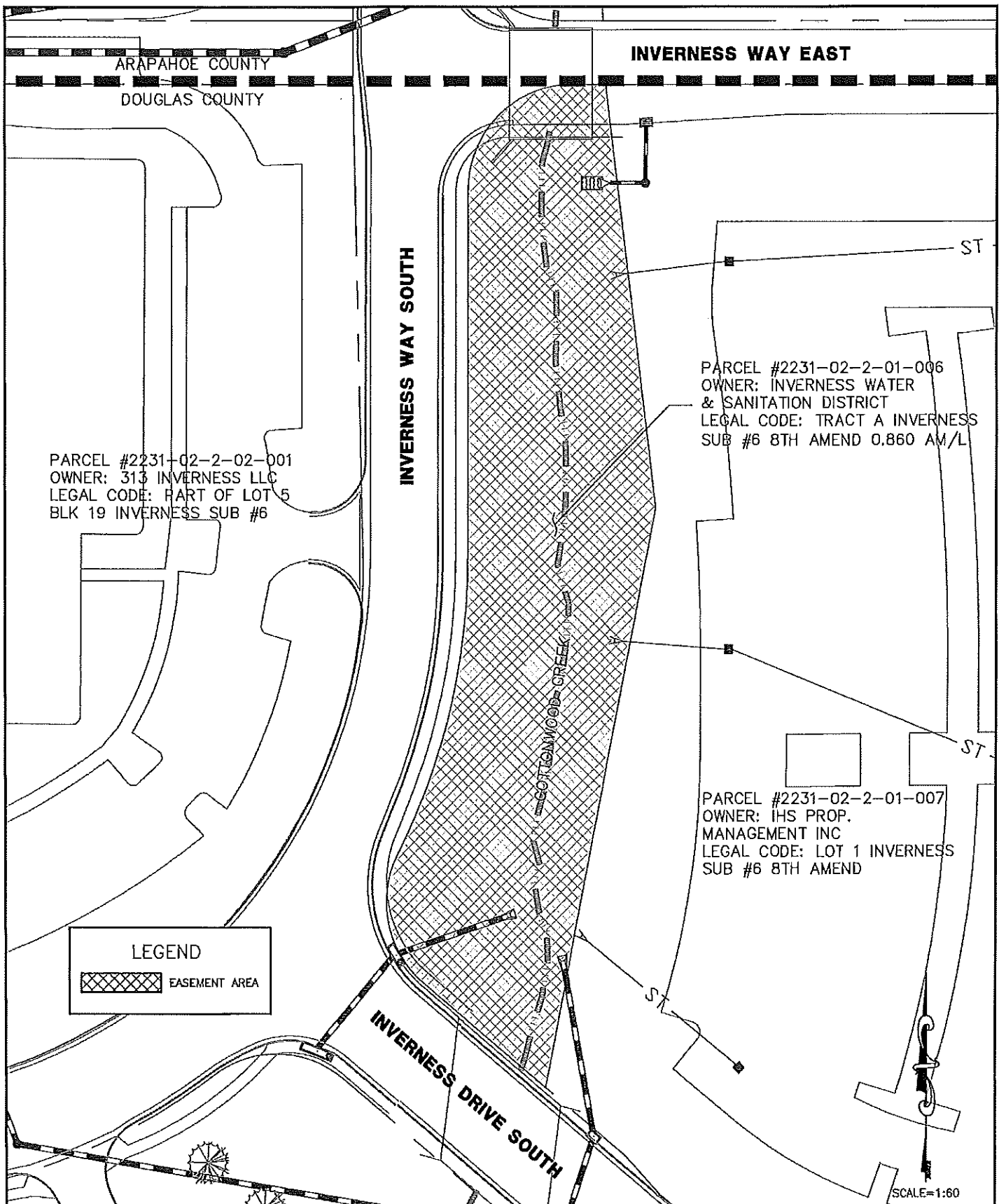


**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

B01

REVISED 02/09/12



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS

NON-RECREATIONAL PROPERTIES

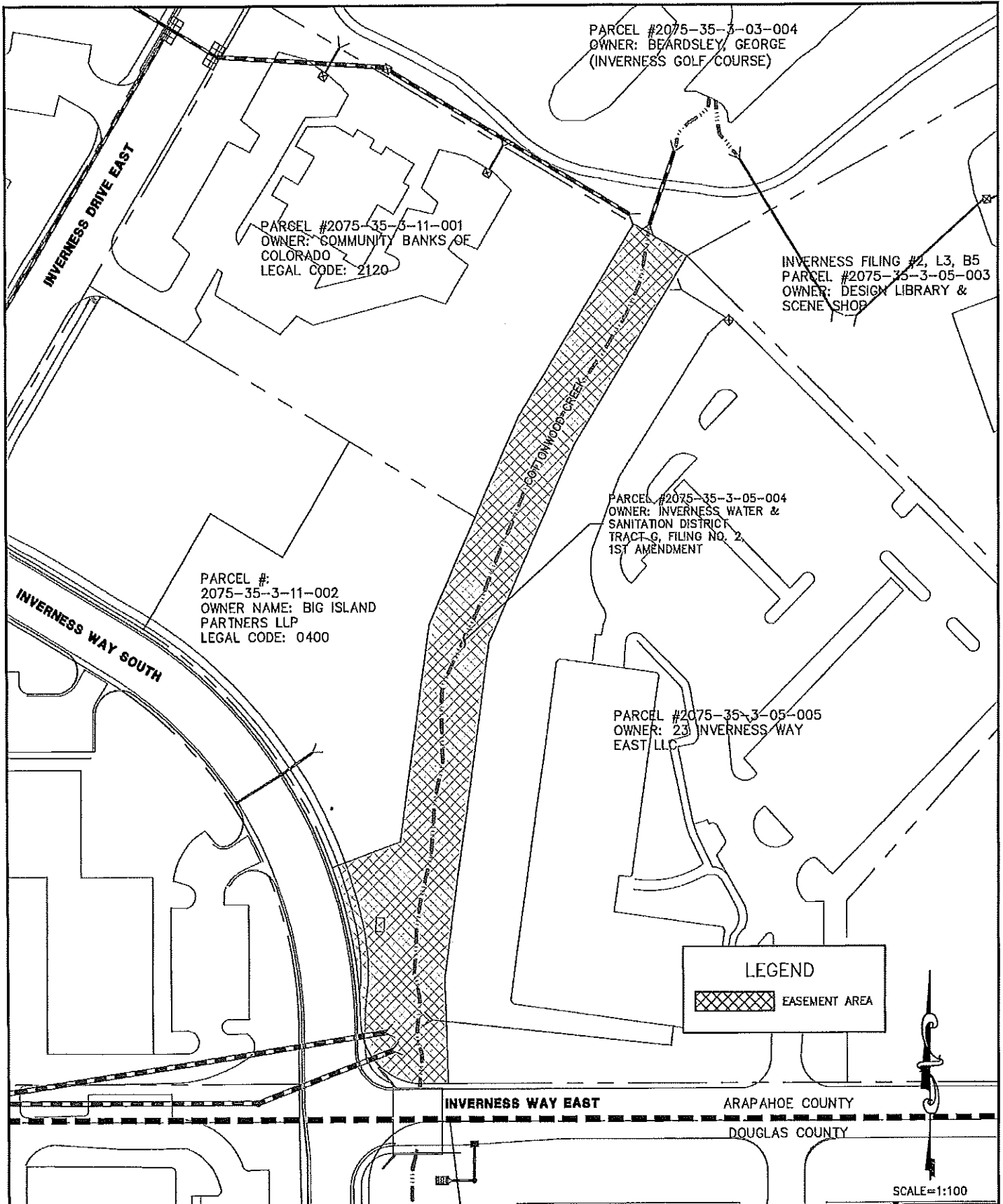


**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

B05

REVISED 02/09/12




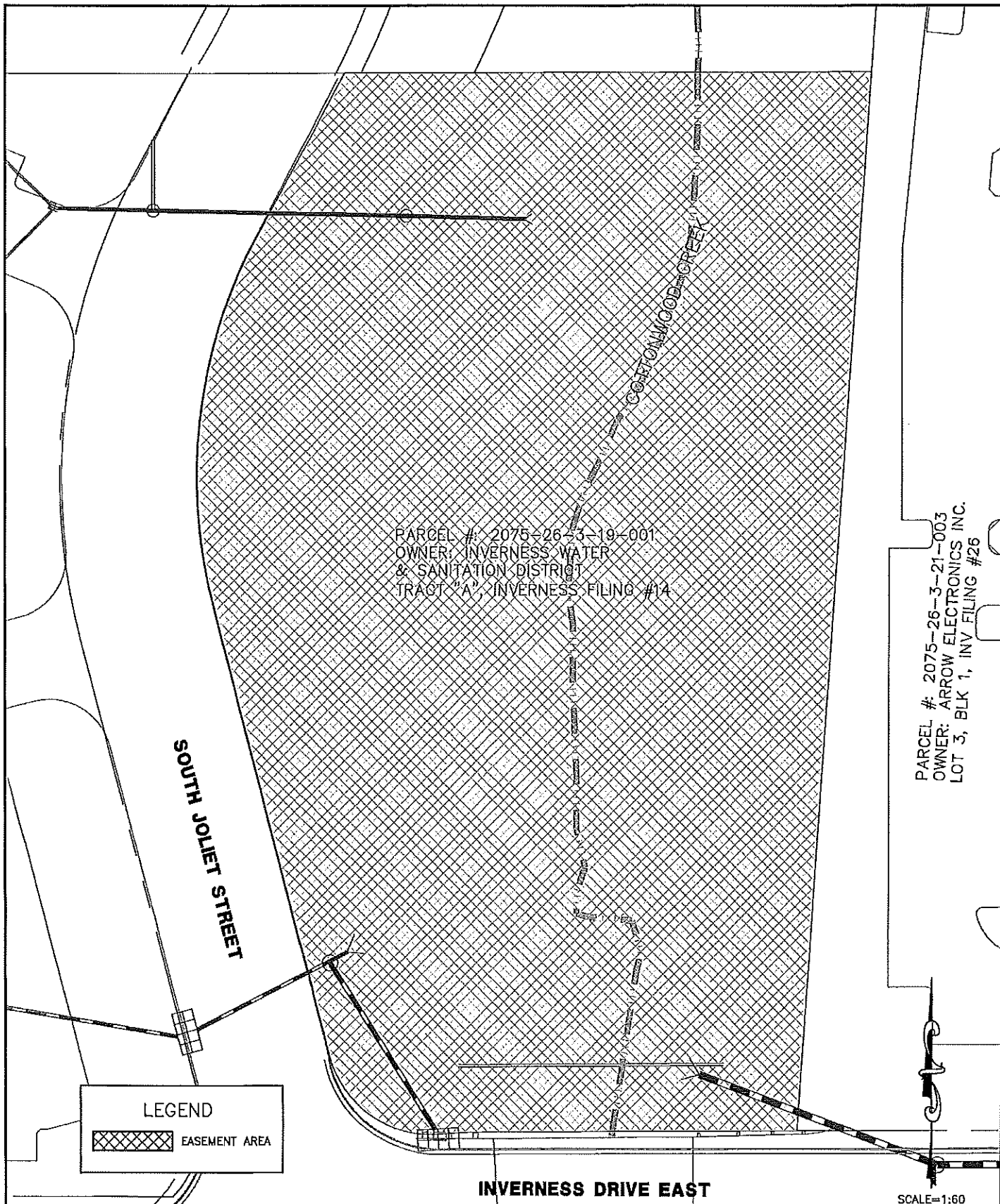
LEGEND

EASEMENT AREA



SCALE=1:100

DESIGN	M.P.	INVERNESS WATER & SANITATION DISTRICT		 <div>Mulhern MRE, Inc. 2 Inverness Drive East, Suite 200 Englewood, CO 80112 (303) 649-9857</div>	SHEET NUMBER
DRAWN	M.P.	COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS			B06
CHK'D	M.P.				
DATE	4/19/11				
JOB#	11-XXX				
NAME	INV-SEMSWA				
DWG	EXHIBITS.DWG	NON-RECREATIONAL PROPERTIES			REVISED 02/09/12

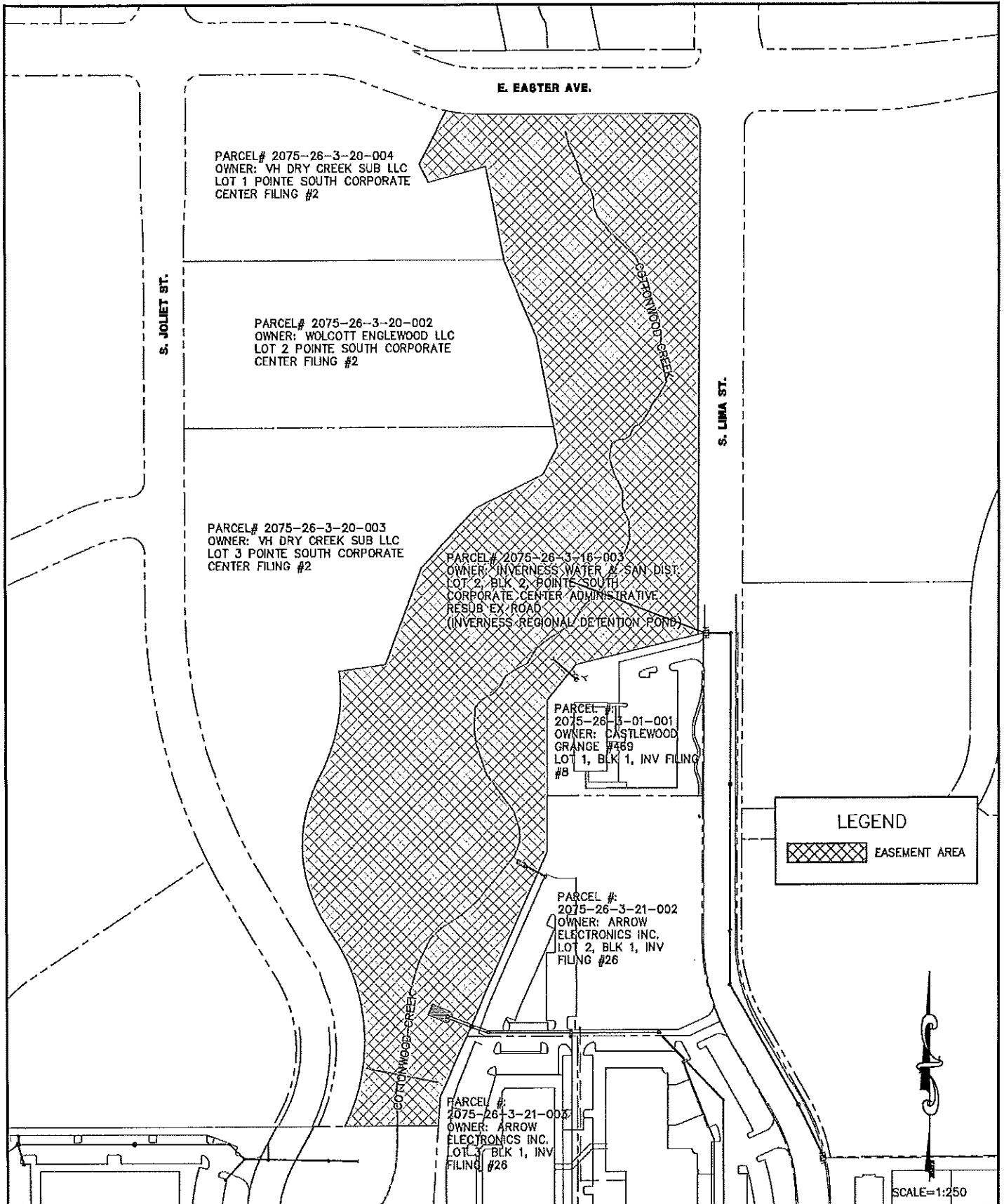


DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT
COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS
NON-RECREATIONAL PROPERTIES

 Mulhern MRE, Inc. 2 Inverness Drive East, Suite 200 Englewood, CO 80112 (303) 649-9857

SHEET NUMBER
B10
REVISED 02/09/12



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS

NON-RECREATIONAL PROPERTIES



**Mulhern
MRE, Inc.**

2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

B11

REVISED 02/09/12

PARCEL #: 2075-35-3-10-002
OWNER: FBN PROPERTIES
PARTNERSHIP LLP
LOT 1, BLK 1, INV FILING #13

PARCEL #: 2231-02-2-02-007
OWNER: INVERNESS METROPOLITAN
IMPROVEMENT DISTRICT
TRACT 1 FILING NO. 6 — 6TH AMMENDED

ARAPAHOE COUNTY
DOUGLAS COUNTY

PARCEL #: 2231-02-2-02-006
OWNER: INVERNESS WATER
& SANITATION DISTRICT
TRACT 2 FILING NO. 6 — 6TH
AMMENDED
(FILING 6 DETENTION POND)

PARCEL #: 2231-02-2-02-010
OWNER: AVALON AT INVERNESS LLC.
MOST OF LOT 3A, BLK 19, INV
FILING #6, 6TH AMD

LEGEND

 EASEMENT AREA

SCALE=1:40

DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

**DETENTION POND
ACCESS & MAINTENANCE
EASEMENTS**

NON-RECREATIONAL PROPERTIES



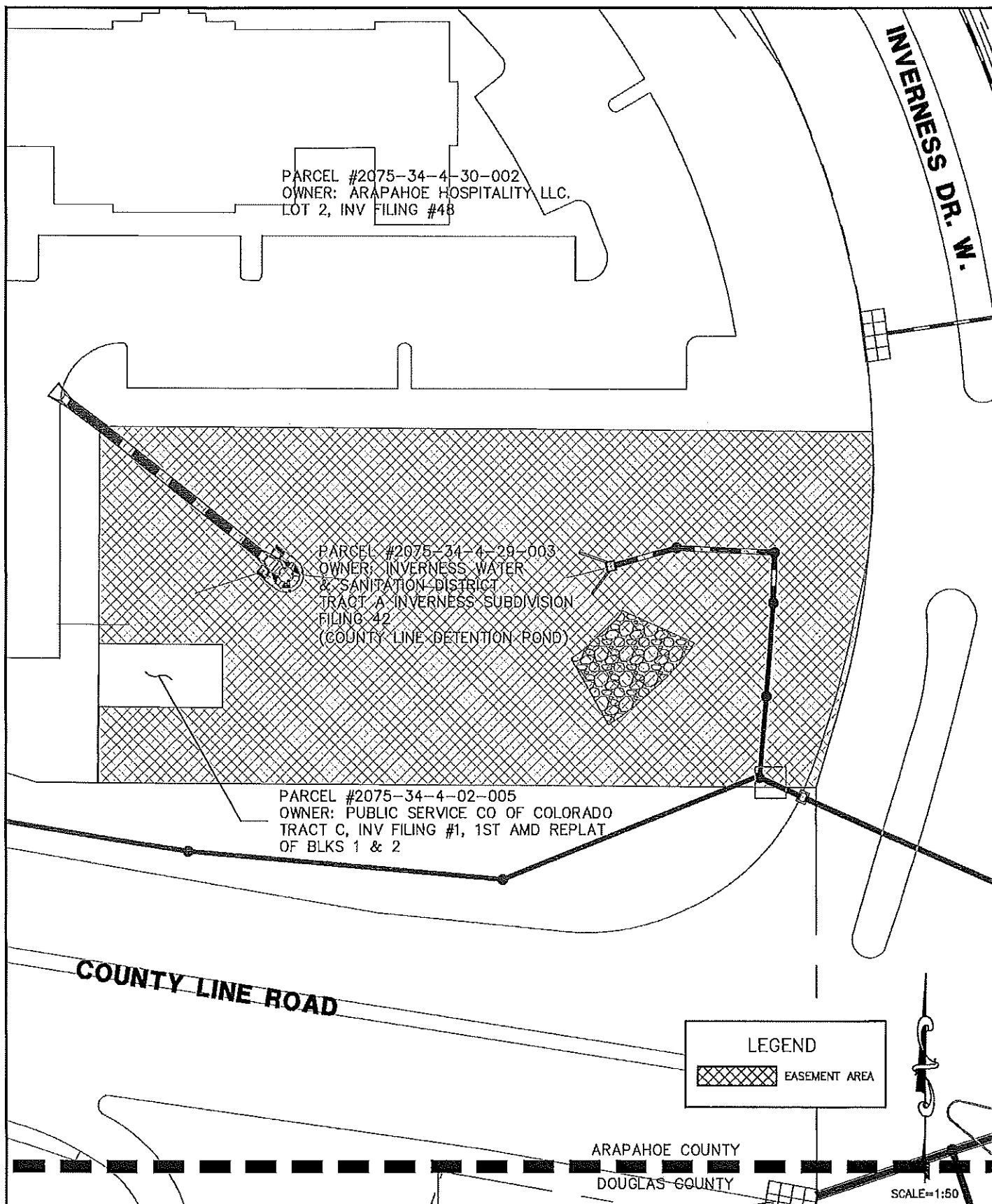
**Mulhern
MRE, Inc.**

2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

M02

REVISED 02/09/12



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	4/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

**DETENTION POND
ACCESS & MAINTENANCE
EASEMENTS**

NON-RECREATIONAL PROPERTIES

**Mulhern
MRE, Inc.**

2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

M03

REVISED 02/09/12

PERMANENT DRAINAGE EASEMENT

This PERMANENT DRAINAGE EASEMENT ("Easement") is granted this 10th day of August, 2012, by the **Inverness Metropolitan Improvement District ("IMID")**, a quasi-governmental entity whose address is 2 Inverness Drive East, Suite 200, Englewood, Colorado 80112, ("The Grantor"), to the Southeast Metro Stormwater Authority, whose legal address is 76 Inverness Drive East, Suite. A, Centennial, CO, 80112 ("The Grantee").

- A. Grantor is the owner of the properties located in Inverness Business Park, Arapahoe County and Douglas County, Colorado.
- B. Presently the Tracts are used for multiple purposes, including drainage, and may be additionally maintained for public access, park, recreational activities and landscaping. The easements depicted include stormwater facilities and the access routes from public right of way to those facilities. The "Recreational Property Easement Parcels" are, generally described on Exhibit Sheets B02 and B04. The "Non-Recreational Property Easement Parcels" are generally described on Exhibit Sheets B09 and C01.

For and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its transferees and successors in title or assigns, a Permanent Drainage Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove drainage improvements ("Permitted Activities"), in, on, to, through, over, under and across certain parcels of real property located in Arapahoe County and Douglas County, Colorado, as more particularly described as the Easement Parcels pursuant to the following terms and conditions:

Conditions for Use of Permanent Drainage Easement on the IMID Recreational Property Easement Parcels.

1. SEMSWA will contact the Grantor to schedule access to the IMID Recreational Property Easement Parcels for any Permitted Activities. The Grantor will provide 24 hour, 7 day a week contact number. SEMSWA will schedule access for non-emergency projects and maintenance on the IMID Recreational Property Easement Parcels to coincide with periods of limited use, generally November through March.

2. For scheduled access on the IMID recreational property, SEMSWA will identify the purpose for access and approximate area of access.
3. SEMSWA will obtain utility locates before excavating or before soil drilling on any property.
4. Upon notice of a scheduled access, within 2 business days the Grantor will locate, to the extent they reasonably can, its own buried facilities on the site including irrigation valve boxes and sprinkler heads, to assist in avoiding damages during access or construction. Failure to locate or an error in locates does not obviate the need for repair by SEMSWA of damaged facilities unless Grantor was negligent in its efforts to locate its own buried facilities.
5. Upon completion of Permitted Activities on the IMID recreational property, SEMSWA will notify the Grantor so that it can inspect the property to note any visible damages requiring repair. Any such claim for repair should occur within 2 business days of SEMSWA's notification of leaving the site. Such inspection does not obviate the need for repair for underground damages or items found later to be the result of SEMSWA's activities.
6. SEMSWA is required to repair damages resulting from SEMSWA's Permitted Activities that effect operations on the IMID Recreational Property Easement Parcels immediately, or as soon as reasonably practical. Repairs that do not effect operations on the IMID Recreational Property Easement Parcels shall to be made within 2 weeks, weather and access permitting.
7. SEMSWA may, in an emergency, after attempting to contact the Grantor using a designated emergency number, access any IMID Recreational Property Easement Parcels using reasonable care for completion of any Permitted Activities that are necessitated by an emergency. An emergency includes access immediately following a flood event that has caused significant damage to property or drainage facilities, or in the instance when a drainage facility has failed or failure of the facility is imminent.
8. SEMSWA will restrict its access, in all instances, to an area reasonably necessary to complete its Permitted Activities.

1. Non-Recreational Property Easement Parcels may be accessed at SEMSWA's discretion.
2. SEMSWA will notify the Grantor in advance of any Permitted Activities.
3. SEMSWA will obtain utility locates before excavating or before soil drilling on any Non-Recreational Property Easement Parcels.
4. Upon notice of a scheduled access, within 2 business days the Grantor will locate, to the extent they reasonably can, their own buried facilities on the site including irrigation valve boxes and sprinkler heads, to assist in avoiding damages during access or construction. Failure to locate or an error in locates does not obviate the need for repair by SEMSWA of damaged facilities unless Grantor was negligent in its efforts to locate its own buried facilities.
5. Upon completion of Permitted Activities on the IMID Non-Recreational Property Easement Parcels, SEMSWA will notify the Grantor so that it can inspect the property to note any visible damages requiring repair. Any such claim for repair should occur within 2 business days of SEMSWA's notification of leaving the site. Such inspection does not obviate the need for repair for underground damages or items found later to be the result of SEMSWA's activities.
6. SEMSWA is required to repair damages resulting from SEMSWA's Permitted Activities that effect the IMID Non-Recreational Property Easement Parcels. All repairs need to be made within 2 weeks, weather and access permitting.
7. SEMSWA may, in an emergency, after attempting to contact the Grantor using a designated emergency number, access any IMID Non-Recreational Property Easement Parcels using reasonable care for completion of any Permitted Activities that constitute an emergency. An emergency includes access immediately following a flood event that has caused significant damage to property or drainage facilities, or in the instance when a drainage facility has failed or failure of the facility is imminent.
8. SEMSWA will restrict its access, in all instances, to an area reasonably necessary to complete its responsibilities.

General Conditions:

Except as modified by the Conditions for Use of Easements on the IMID Recreational and Non-Recreational Property Easement Parcels, preceding, the following General Conditions to the use of the easements apply.

1. The Grantee, its contractors, agents, successors and permitted assigns shall have and exercise the right of perpetual ingress and egress in, to, through, over, under and across the IMID Recreational and Non-Recreational Property Easement Parcels, for any Permitted Activities.
2. The Grantee, its contractors, agents, successors and permitted assigns, shall have the right to enter upon the IMID Recreational and Non-Recreational Property Easement Parcels for any Permitted Activities and to remove objects interfering with the drainage improvements and their proper functioning.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action that would impair the lateral or subjacent support for the drainage improvements.
4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity, or to any public utility provider, any and all rights to use, and all rights and obligations associated with, the Permanent Drainage Easement as are granted to and accepted by the Grantee herein.
5. The Grantee agrees that at such time and in the event that the Permanent Drainage Easement described herein be abandoned by the Grantee and any assignee, such Permanent Drainage Easement shall terminate and the real property interest represented by such Permanent Drainage Easement shall revert to the Grantor, its heirs, successors and/or assigns. Because of the potentially infrequent nature of the allowed use of the Permanent Drainage Easement, mere non-use of the IMID Recreational or Non-Recreational Property Easement Parcels, notwithstanding, the length of time of such non-use shall not constitute abandonment.
6. The Grantor warrants, covenants, grants, bargains and agrees that, to the best of its knowledge, the Grantor is well seized of the IMID Recreational Property and Non-Recreational Property Easement Parcels above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid,

and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restriction of whatever kind or nature so ever, except matters of record.

7. Each and every one of the benefits and burdens of the Permanent Drainage Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the Grantee.

8. The consideration set forth above includes full and just compensation.

9. In further consideration hereof, Grantor, for itself and its transferees and successors in title or assigns, covenants and agrees that no building, structure, fill of soils or other materials, or other above or below ground obstruction that will interfere with the established drainage or the purposes of this Permanent Drainage Easement, will be placed, erected, or installed on behalf of the Grantor on the IMID Recreational Property or Non-Recreational Property Easement Parcels or permitted by Grantor without written authorization of Grantee, which will not be unreasonably withheld. Nothing in this Paragraph shall prohibit Grantor from maintaining, repairing and replacing existing buildings, structures, fill of soils or other materials, or other above or below ground obstructions in its normal course of business as long as the same does not interfere with the purposes of this Permanent Drainage Easement. Grantor covenants and agrees that in the event the terms of this paragraph are violated by Grantor, its transferees and successors in title or assigns, such violation shall be corrected and eliminated within ninety (90) calendar days after the receipt of notice from Grantee. If such corrections are not made or diligently pursued by Grantor, its transferees and successors in title or assigns, or whoever is the current owner of the fee title to the IMID Recreational Property or Non-Recreational Property Easement Parcels, if different from Grantor, within said ninety day period, Grantee, after written notice to Grantor, shall have the right to correct and eliminate such violation, and Grantor, its transferees and successors in title or assigns, or whoever is the current owner of the fee title to the real property described as the IMID Recreational Property or Non-Recreational Property Easement Parcels if different from Grantor shall promptly pay the actual costs thereof.

10. Although Grantee is granted herein the authority to maintain drainage improvements on Grantor's property, that grant shall in no way be construed to require Grantee to perform any maintenance on such drainage improvements. It is specifically understood and agreed to by and between Grantor and Grantee that any such maintenance of drainage improvements is contingent upon the approval of and budgeting for such maintenance by the Board of Directors of Grantee, neither of which can be guaranteed. Notwithstanding anything herein, all rights and obligations as set forth on the

following plats in Arapahoe County and Douglas County Colorado Clerk and Recorder records, shall remain in full force and effect:

Inverness Subdivision Filing No.7, 3rd Amendment, Douglas County, Colorado

Inverness Subdivision Filing No.6, 5th Amendment, Douglas County, Colorado

Inverness Subdivision Filing No.4, 1st Amendment, Arapahoe County, Colorado

Inverness Subdivision Filing No. 32, Arapahoe County, Colorado


[SIGNATURE ON FOLLOWING PAGE]

GRANTOR:

IMID:
Inverness Metropolitan Improvement
District, a quasi-municipal
corporation and political subdivision
of the State of Colorado

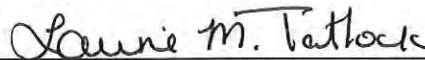
By: 
Randall Warren, Board President

Attest:


Secretary

STATE OF COLORADO)
) ss.
County of Arapahoe)

The foregoing Permanent Drainage Easement was acknowledged before me this
10th day of August, 2012, by Randall Warren as
President of the Inverness Metropolitan Improvement District.
Witness my hand and official seal:

Notary Public 

My commission expires: 12/18/2012



PERMANENT DRAINAGE EASEMENT
SEMSWA

ACCEPTED BY GRANTEE:

SOUTHEAST METRO STORMWATER AUTHORITY

By: _____
John A. McCarty, Executive Director

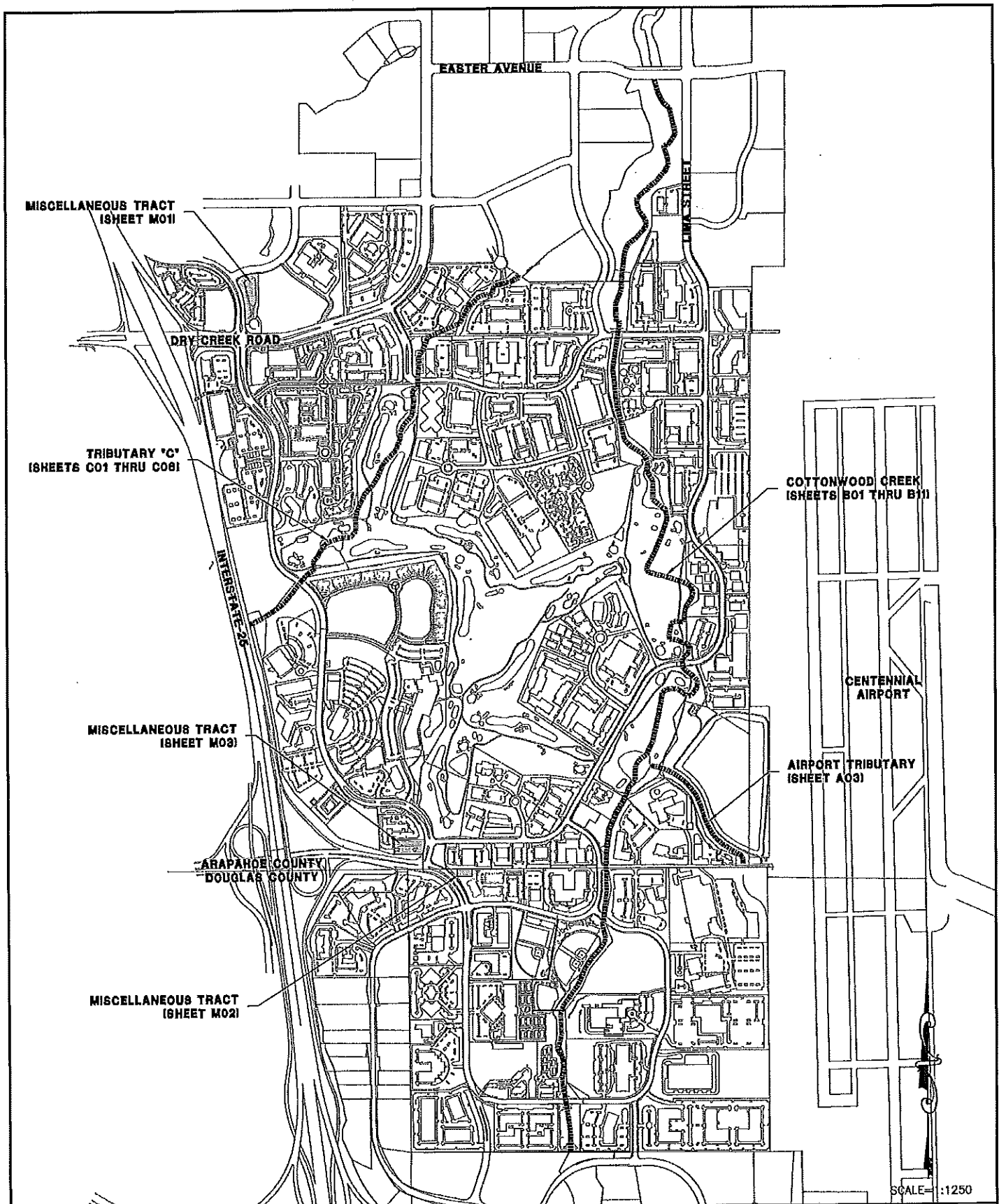
STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing PERMANENT DRAINAGE EASEMENT was acknowledged before me this 26th day of September, 2012, by John A. McCarty as Executive Director of Southwest Metro Stormwater Authority pursuant to the authority granted him in Resolution No. 12-34.

Witness my hand and official seal.

My Commission expires: _____.

Notary Public



DESIGN	M.P.
DRAWN	M.P.
CHK'D	M.P.
DATE	04/19/11
JOB#	11-XXX
NAME	INV-SEMSWA
DWG	EXHIBITS.DWG

INVERNESS WATER & SANITATION DISTRICT

**ACCESS & MAINTENANCE
EASEMENTS
INDEX SHEET**

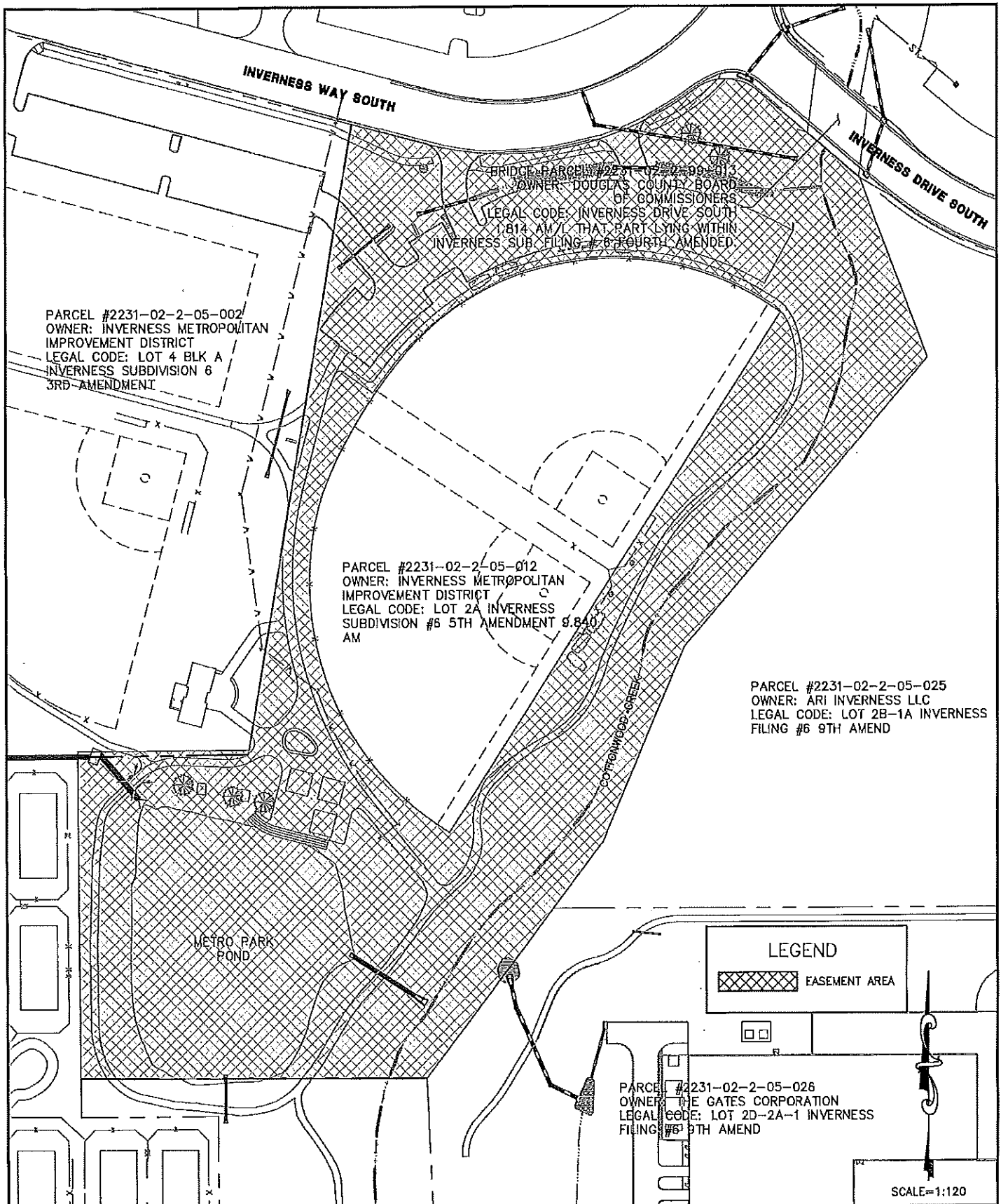
INVERNESS METROPOLITAN IMPROVEMENT DISTRICT

**Mulhern
MRE, Inc.**

2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

IDX



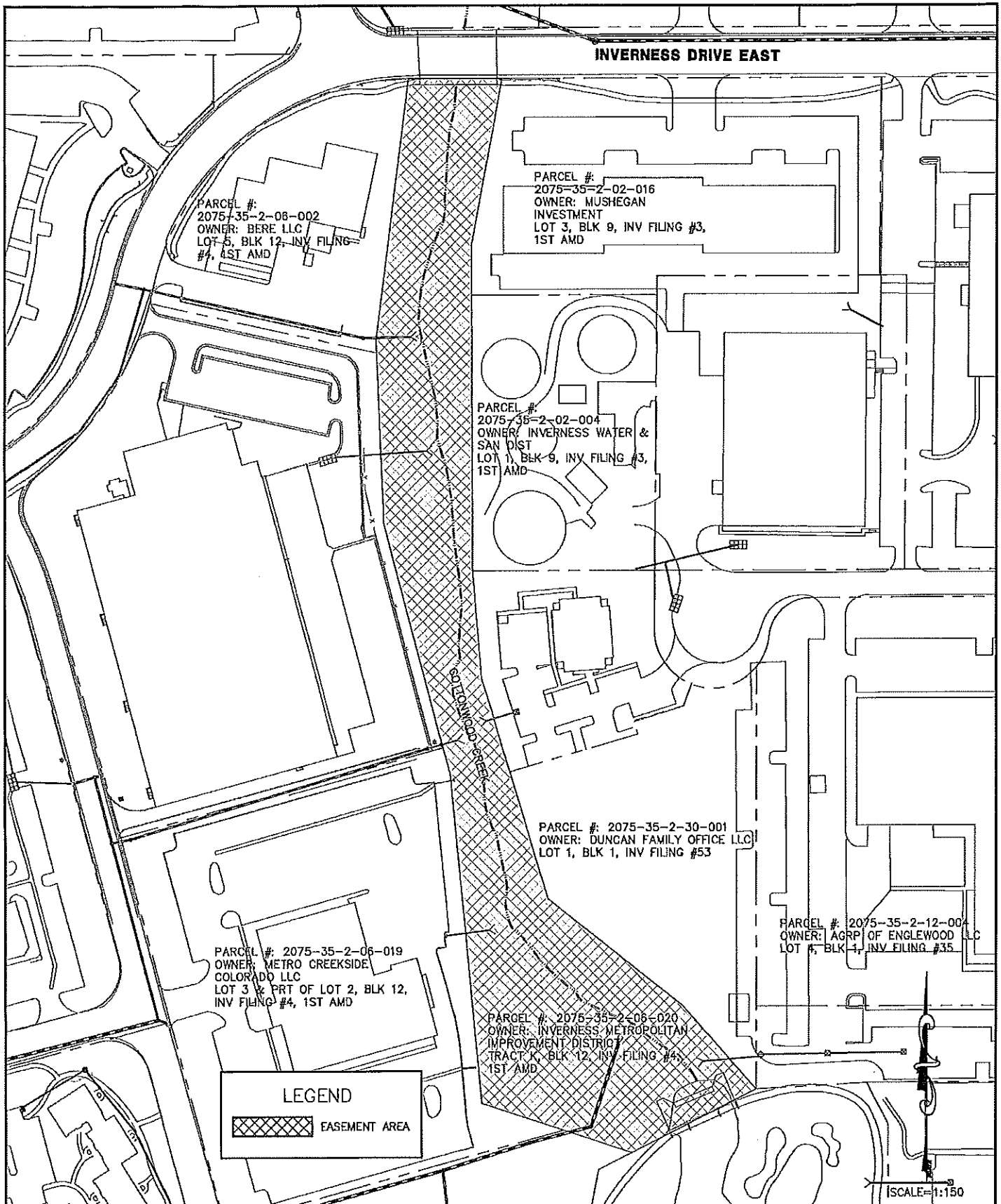
DESIGN	M.P.	INVERNESS METROPOLITAN IMPROVEMENT DISTRICT
DRAWN	M.P.	
CHK'D	M.P.	
DATE	4/19/11	
JOB#	11-XXX	
NAME	INV-SEMSWA	
DWG	EXHIBITS.DWG	

COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS

RECREATIONAL PROPERTIES

**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER
B04
REVISED 02/09/12



DESIGN	M.P.	INVERNESS METROPOLITAN IMPROVEMENT DISTRICT
DRAWN	M.P.	
CHK'D	M.P.	
DATE	4/19/11	
JOB#	11-XXX	
NAME	INV-SEMSWA	
DWG	EXHIBITS.DWG	

COTTONWOOD CREEK ACCESS & MAINTENANCE EASEMENTS

NON-RECREATIONAL PROPERTIES

**Mulhern
MRE, Inc.**
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

B09

REVISED 02/09/12

PARCEL #2075-34-1-11-002
OWNER: WILLIAM S. BERGNER
HOLDINGS LLC.
LOT 1, EX ROAD, INV FILING #32


INVERNESS DRIVE WEST

PARCEL #2075-34-4-21-003
OWNER: SAN MIGUEL VALLEY CORP.
TRACT "A", EX ROAD, 171 INV OR W.
AT INVERNESS BUSINESS PARK

PARCEL
#2075-34-4-26-002
OWNER: INVERNESS
METROPOLITAN IMPROVEMENT
DISTRICT
TRACT A, INVERNESS FILING
#32

INTERSTATE 25

LEGEND

 EASEMENT AREA

SCALE=1:80

DESIGN	M.P.	INVERNESS METROPOLITAN IMPROVEMENT DISTRICT
DRAWN	M.P.	
CHK'D	M.P.	
DATE	4/19/11	
JOB#	11-XXX	
NAME	INV-SEMSWA	
DWG	EXHIBITS.DWG	
		TRIBUTARY 'C'
		ACCESS & MAINTENANCE
		EASEMENTS
		NON-RECREATIONAL PROPERTIES

 **Mulhern**
MRE, Inc.
2 Inverness Drive East, Suite 200
Englewood, CO 80112
(303) 649-9857

SHEET NUMBER

C01

REVISED 02/09/12