

EXHIBIT A

RESOLUTION NO. 08-19

(Approval of Standard Drainage Easement and Terms and Conditions and Authorization of the Executive Director to Execute the Standard Drainage Easement)

EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this day of **DATE** between

PROPERTY OWNER

whose legal address is

Address

Address

Address

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 in Exhibit B (the "Development"). Owner desires a license to use certain components of SEMSWA's storm drainage facilities to discharge approved volumes of 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:

DESCRIBE IMPROVEMENTS, such as storm sewer facilities, detention ponds, and related drainage 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.** , 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 quantities and flows of clean stormwater into SEMSWA's storm drainage collector facility **DESCRIBE FACILITY, such as Big Dry Creek Tributary, located adjacent to the right of way for East Dry Creek Road, Arapahoe County, Colorado, (the "Outfall")** upon the terms and conditions stated in the instrument recorded at Reception No. , incorporated herein by this reference.

This instrument relates to that certain **DEVELOPMENT PLAN OR PLAT, hereinafter "Plan"** and known as **Arapahoe County or City of Centennial Case No., Case Name.**

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.

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 Owner and SEMSWA dated * in regard to *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:

By:

name

title

County of

)

) s.s.

State of Colorado

)

This instrument was acknowledged before me this ____ day of ____, 200__ by _____ as _____ of _____, Owner.

My commission expires _____. Witness my hand and official seal.

ACCEPTANCE AND APPROVAL:

For the Board of Directors of the South East Metro Stormwater Authority

Executive Director, SEMSWA

Authorization pursuant to Resolution No.