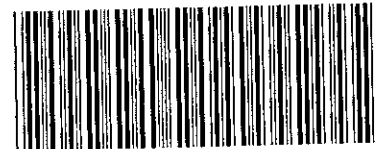


After Recording Return to:

Cottonwood Water & Sanitation District
2 Inverness Drive East, Suite 200
Englewood, CO 80112



2006095101 6 PGS

EASEMENT DEED

THIS EASEMENT DEED is made this 3rd day of October, 2006, by and between the Cottonwood Metropolitan District ("Grantor"), whose address is P.O. Box 2917, Littleton, Colorado 80161, and the Cottonwood Water and Sanitation District, a quasi-municipal corporation ("Grantee"), whose address is 2 Inverness Drive East, Suite 200, Englewood, Colorado 80112.

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in the County of Douglas, State of Colorado; and

WHEREAS, Grantee is desirous of constructing and maintaining water and sanitary sewer facilities and lines ("Utility Facilities") within its boundaries and is desirous of constructing and maintaining a portion of said Utility Facilities across the real property of Grantor.

NOW, that for good and valuable consideration provided by the District to Grantor, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, full and free right and authority for a non-exclusive and perpetual easement to construct, install, remove, replace, add to, maintain, repair, operate, change or alter water and sewer lines and related facilities, in the easement property, County of Douglas, State of Colorado, to with:

The Easement Property shall mean the real property located in the County of Douglas, Colorado, more particularly described and substantially depicted on Exhibit A attached hereto and incorporated herein by reference.

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Utility Easement") under, across and through the Easement Property for the purpose of constructing, laying, operating, maintaining, repairing, replacing, removing and enlarging the Utility Facilities. The Utility Facilities shall mean any and all necessary underground, and surface facilities and appurtenances thereto necessary or desirable for the transmission of water including, but not limited to, mains, manholes, conduits, valves, vaults, ventilators, electric or other control systems, cable, wires and connections, including telephone wiring.

2. Grantee shall have and exercise the perpetual right of ingress and egress over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights grated to Grantee under this Grant.

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$31.00
6 PGS

3. Grantor shall not construct or place any structure or building on any part of the easement property. any structure or building, or other obstruction located on the Easement Property which interferes with the use of, obstructs the operation or access to the Easement Property or the Utility Facilities may be removed by Grantee in the event of an emergency without liability for damages arising therefrom.

4. In the event the Grantee's activities in the Easement Property result in the disturbance of the surface of the ground, park and recreation facilities and/or the asphalt, curb and gutter, and storm drainage facilities, Grantee agrees, for a period of one year, to restore [and/or] repair such ground and/or facilities as close as reasonably possible to the condition that existed prior to the disturbance, and shall warranty such restoration and repair for a period of one year. All restoration and repair work to be performed in accordance with the terms and conditions of the letter dated August 4, 2006 addressed to Leah Dawson of the Town of Parker over the signature of Ronald L. Lambert, P.E. of the firm of MULHERN, MRE, INC., a copy of which is appended to this Easement Deed as Exhibit B.

5. Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair any grant to the Water District to use the Easement Property herein contained.

6. Grantor covenants and agrees that Grantee shall have the right of adjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights granted to Grantee under this Grant.

7. Grantee shall have and may properly exercise the rights to the Easement Property in order to insure to Grantee a dominant easement for the exercise of Grantee's functions. The exercise of any rights in the Easement Property other than those specifically retained by Grantor are within the sound discretion of Grantee. Such other uses of the Easement Property as will not impair Grantee's dominant rights shall be upon such reasonable terms, limitations and conditions necessary to protect Grantee's dominant right of occupancy of the Easement Property.

8. Grantor covenants and agrees to and with Grantee, that Grantor is well seized of the Easement Property, has good, sure, perfect, absolute and idefeasible estate of inheritance in law, in fee simple, and has full right, title and authority to grant the within easement, and that this Grant is effective to grant and convey to Grantee the Utility Easement. Grantor further covenants, agrees, and warrants, the Easement Property in the quiet and peaceable possession of Grantee against all and every person or persons lawfully claiming or to claim the whole or any part thereof through the Grantor and to indemnify, defend and hold harmless from any person making an adverse claim to the title of the Easement Property through Grantor.

9. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

10. The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the parties have executed this Easement Deed the day and year first written above.

GRANTOR

COTTONWOOD METROPOLITAN DISTRICT

By: Alina E. Wilson
Name: Alina E. Wilson
Title: _____

ATTEST:

By: Phil Cantarcc
Name: PHIL CANTARCC
Title: SECRETARY

STATE OF Colorado)
COUNTY OF Douglas) ss.

Subscribed and sworn to before me this 28th day of September, 2006, by Alina Wilson as Vice Chair and Phil Cantarcc as SECRETARY of the Cottonwood Metropolitan District.

WITNESS my hand and official seal.

My commission expires: Jan. 17, 2010

[Signature]
Notary Public



My Commission Expires 01/17/2010

EXHIBIT A

SHEET 1 OF 2

PERMANENT EASEMENT

AN EASEMENT 30 FEET IN WIDTH, BEING 10.00 FEET ON THE WESTERLY SIDE AND 20.00 FEET ON THE EASTERLY SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER A PORTION OF TRACT A, COTTONWOOD SUBDIVISION FILING NO. 1, RECORDED UNDER RECEPTION NO. 271807 OF THE DOUGLAS COUNTY RECORDS, LOCATED IN SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID EASEMENT CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "A", WHENCE THE NORTHWEST CORNER OF SAID TRACT "A" BEARS S 89°14'35" W 768.44 FEET; THENCE S 07°49'28" E 41.52 FEET; THENCE S 21°24'15" E 167.02 FEET; THENCE S 68°05'37" E 470.83 FEET TO POINT "A"; THENCE S 63°00'03" E 175.70 FEET; THENCE S 26°59'57" W 377.56 FEET; THENCE S 06°34'42" E 186.73 FEET; THENCE S 71°05'04" E 109.66 FEET; THENCE S 86°49'21" E 131.75 FEET; THENCE S 51°12'49" E 426.34 FEET; THENCE S 15°37'18" E 433.83 FEET; THENCE S 28°04'06" E 152.51 FEET; THENCE S 12°23'29" E 85.52 FEET TO A POINT OF TERMINUS ON THE NORTH LINE OF TRACT "H" SAID COTTONWOOD SUBDIVISION FILING NO. 1.

AND

AN EASEMENT 30 FEET IN WIDTH BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE N 57°00'19" E 159.06 FEET TO A POINT OF TERMINUS.

CONTAINING 84475 SQUARE FEET OR 1.9393 ACRES MORE OR LESS.

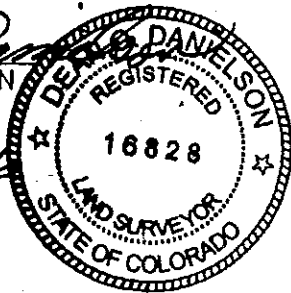
NOTE:

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE NORTH LINE OF SAID TRACT "A" BEING N 89°14'35" E.


IT IS INTENDED THAT LIMITS OF THE ABOVE DESCRIBED EASEMENT BE EXTENDED TO AND TERMINATED UPON THE NORTH LINE OF SAID TRACT "A", THE NORTH LINE OF SAID TRACT "H", AND THE SOUTH LINE THE EASEMENT DESCRIBED IN BOOK PAGE

I, DEAN O. DANIELSON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

Dean O. Danielson
DEAN O. DANIELSON
L.S. NO. 16828



THIS DESCRIPTION IS NOT THE RESULT OF A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEFINE THE PARCEL DESCRIBED AND SHOWN HEREON.

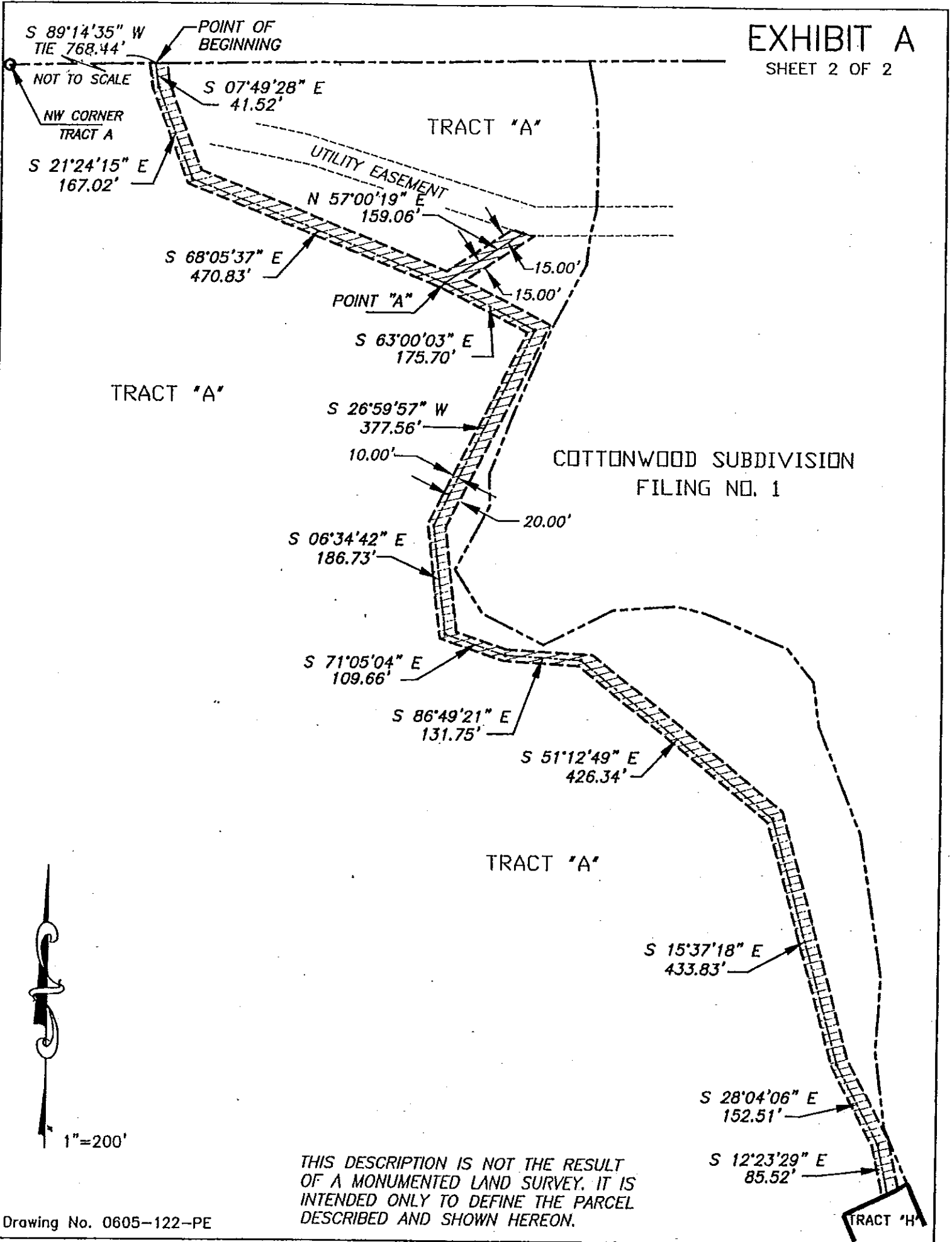
 **BELL SURVEYING COMPANY**
500 KALAMATH ST. • DENVER, CO. 80204
(303) 629-0165

Date: 6/13/2006

Ordered By: CWSD Drawing No. 0605-122-PE

EXHIBIT A

SHEET 2 OF 2



THIS DESCRIPTION IS NOT THE RESULT OF A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEFINE THE PARCEL DESCRIBED AND SHOWN HEREON.