

**UNIFORM EASEMENT DEED AND REVOCABLE  
STORM DRAINAGE LICENSE AGREEMENT**

This Uniform Easement Deed and Revocable Storm Drainage License Agreement (“Agreement”) is made this 17 day of JULY, 2025, between HIBBARD GROUP DEVELOPMENT LLC, a Colorado Limited Liability Company, whose principal place of business is 12656 E Jamison Pl, Ste 2, Englewood, CO 80112 (the “Owner”), and THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166 (the “County”).

Owner is the owner in fee simple of the property identified as Lot 1, Block 1, Dove Valley Business Park Subdivision Filing No. 11, as more specifically described as set forth in Exhibit A (the “Development”). Owner wishes to grant, and County wishes to receive, an easement on the Development located as set forth in Exhibit B (the “Easement Property”). Further, Owner desires a license from the County to use certain components of County’s storm drainage facilities to discharge approved volumes of clean stormwater from the Development. The County has agreed to license Owner’s use upon the terms of this Agreement, which includes the grant by Owner of a permanent drainage and storm drainage easement to the County.

For and in consideration of the sum of Ten Dollars and NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner, on behalf of itself, its successors, tenants, licensees, heirs, and assigns, hereby grants and conveys to County, 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:

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, 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 Resolution 970877, adopted by the Board of County Commissioners for Arapahoe County and recorded at Reception No. A7066570 (the “Resolution”), incorporated herein by this reference.

County hereby grants to Owner and to the successors, heirs and permitted assigns of Owner, a revocable license (“License”) to discharge approved quantities and flows, as set forth in the Phase III Drainage Report for Dove Valley Flex Building at 12826 E. Adams Aircraft Circle, dated September 23, 2024, of clean stormwater into County’s storm drainage collector facility Inlet IN-B (ex. public 15’ Type R inlet) located adjacent to the right of way for E. Adams Aircraft Circle, in Arapahoe County, Colorado (the “Outfall”), upon the terms and conditions stated in the Resolution, incorporated herein by this reference.

This Agreement relates to that certain Administrative Site Plan (the "Plan") and known as ASP24-004.

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.

The parties intend that the terms of this Agreement be interpreted in accordance with the requirements of the Improvements Agreement ("IA") associated with the Plan. In the event of irreconcilable conflict between or among the terms of this Agreement or the terms of the IA or the Plan, the terms of this Agreement shall control.

This Agreement shall be recorded in the real property records of Adams County, Colorado, and shall run with the land. Termination, revocation or nonrenewal of the License shall not affect County's rights granted under this Agreement. 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 Owner and County.

The County may be assign its rights under this Agreement, in whole or in part. Upon such assignment the County shall be released from all obligations and liabilities to the extent so assigned.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

Owner: HIBBARD GROUP DEVELOPMENT LLC

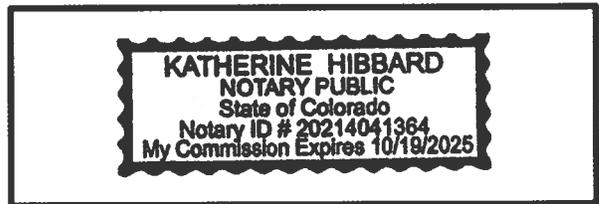
by: Robert A. Hibbard owner/CEO  
NAME TITLE

STATE OF COLORADO  
COUNTY OF ARAPAHOE

The above and foregoing instrument was acknowledged before me this 17 day of July, 2025 by Robert Hibbard, as owner/CEO of Hibbard Group Development.

Katherine Hibbard  
Notary Signature

Notary Public  
Title of Office





## EXHIBIT "B"

### DRAINAGE EASEMENT DESCRIPTION:

A DRAINAGE EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, DOVE VALLEY BUSINESS PARK FILING NO. 11, SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE EASTERLY LOT LINE OF LOT 1, BLOCK 1, DOVE VALLEY BUSINESS PARK FILING NO. 11, WHICH IS ASSUMED TO BEAR S 20°07'41" W, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, DOVE VALLEY BUSINESS PARK FILING NO. 11;

THENCE S 20°07'41" W, ON THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 11.26 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S 20°07'41" W, ON SAID EASTERLY LINE, A DISTANCE 30.55 FEET;

THENCE N 58°57'57" W, A DISTANCE OF 199.84 FEET;

THENCE N 32°44'16" E, A DISTANCE OF 15.14 FEET;

THENCE N 30°49'14" E, A DISTANCE 32.16 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1;

THENCE ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 37°27'04", A LENGTH OF 9.80 FEET, A CHORD BEARING SOUTH 59°50'46" EAST, 9.63 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 01°54'46", A LENGTH OF 10.85 FEET, A CHORD BEARING SOUTH 42°04'38" EAST, 10.85 FEET;

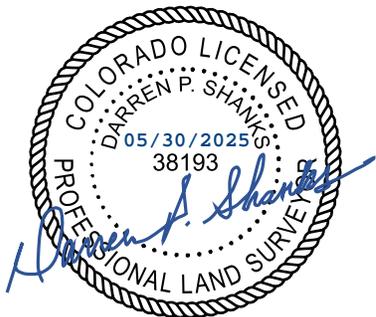
THENCE S 30°49'14" W, A DISTANCE 14.29 FEET;

THENCE S 58°57'57" E, A DISTANCE OF 173.66 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 6,235.24 SQ. FT., MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

### SURVEYOR'S STATEMENT

I, DARREN P. SHANKS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE EASEMENT DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DARREN P. SHANKS, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS 38193  
FOR AND ON BEHALF OF  
FARNSWORTH GROUP INC.

# Farnsworth

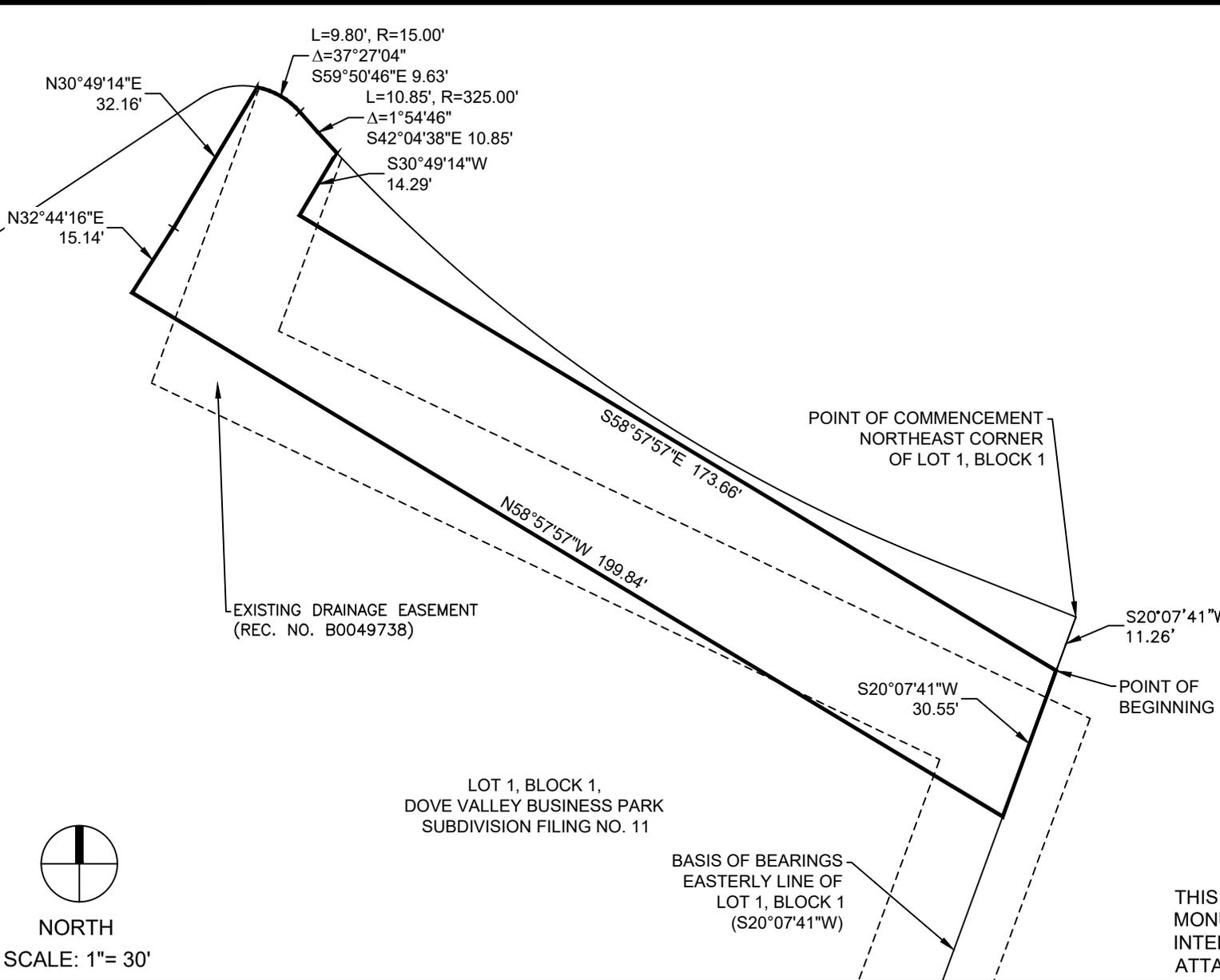
GROUP

223 WILLOW STREET  
FORT COLLINS, COLORADO 80524  
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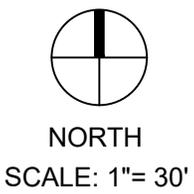
www.f-w.com

Engineers | Architects | Surveyors | Scientists

EXHIBIT "B"



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



PROJECT NO.:	0240287.00
DRAWN:	MDG
REVIEWED:	DPS
DATE:	5/30/2025

DRAINAGE EASEMENT

**Farnsworth**  
GROUP  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

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