

UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this ____ day of _____, 2023, between Arapahoe County Public Airport Authority, whose legal address is 7565 South Peoria St, Englewood, CO 80112, for itself and for its successors, tenants, licensees, heirs (if applicable) and assigns, (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 80120-1136, (the "County")

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 a parcel of land recorded at Reception No. B7039907, on March 30, 2007, situated in the Northwest Quarter of Section 36, Township 5 South, Range 67 West of the 6th Principal Meridian (the "Development"). Owner desires a license to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. County has agreed to license Owner's use upon the terms of this Agreement, which include the grant by Owner of a permanent drainage and storm drainage easement to County. 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 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:

Water Quality Grass Swales and associated 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 the instrument recorded **at Reception No. A7066570**, incorporated herein by this reference.

County 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 Lone Tree Creek, Pond L2, Arapahoe County, Colorado, (the "Outfall") upon the terms and conditions stated in the instrument recorded at Reception No. A7066570, incorporated herein by this reference.

This instrument relates to that certain Administrative Site Plan, Case No. EE23-028, and known as 2023 MAIN PARKING LOT AND ROADWAY IMPROVEMENTS SCHEDULES I, II, III, IV

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 Plan, if any. In the event of irreconcilable conflict between or among the terms of this instrument or the terms of the Plan, the terms of this instrument shall control.

Termination, revocation or nonrenewal of the License shall not affect County'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 County.

This License Agreement may be assigned, in whole or in part, by the County. Upon such assignment the County shall be released from all obligations and liabilities that run with this License Agreement.

Owner, being a political subdivision of the State and subject to certain requirements of the Federal Aviation Administration ("FAA") by and through its regulations and grant assurances, is responsible for maintaining the safe operating environment of the airport within which the Easement Property is located. Therefore, access to the airport environs (including without limitation the Easement Property) is subject to the following:

A. Standard Operational Procedures

1. If access to the Easement property will require any access to the Air Operations Area of the Airport, County shall contact Owner's staff a minimum of 24 hours before entering Easement Property, except in emergency situations.
2. Any access to the airport Air Operations Area may require a full-time escort from operations.
3. Work performed on the airport must comply with all applicable FAA requirements including, but not limited to Part 77, and with all airport construction standards.
4. Owner will have the right to suspend work, as it reasonably deems necessary, to ensure the safe operation of the airport.

B. Emergency Procedures

1. Notice of an emergency requiring immediate access to any portion of the Easement Property located within the Air Operations Area of the Airport property (including the Easement Property) shall be given to Owner's staff at the time that the emergency is discovered.
2. Owner's staff shall accommodate County's request for emergency access as soon as possible, to balance the public health and safety issues related to services provided through the Easement Property without jeopardizing the safety of airport operations within the Air Operations Area.

EXHIBIT A

{Legal Description of the drainage easement}

EXHIBIT A
CENTENNIAL AIRPORT
PERMANENT EASEMENT DESCRIPTION
DATE: July 26, 2023

A Permanent Drainage Easement over and across a parcel of land recorded at Reception No. B7039907, on March 30, 2007, situated in the Northwest Quarter of Section 36, Township 5 South, Range 67 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

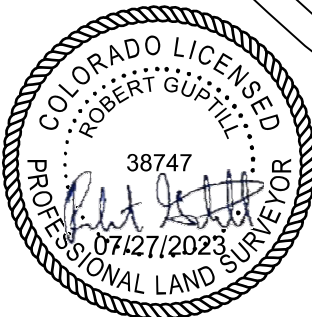
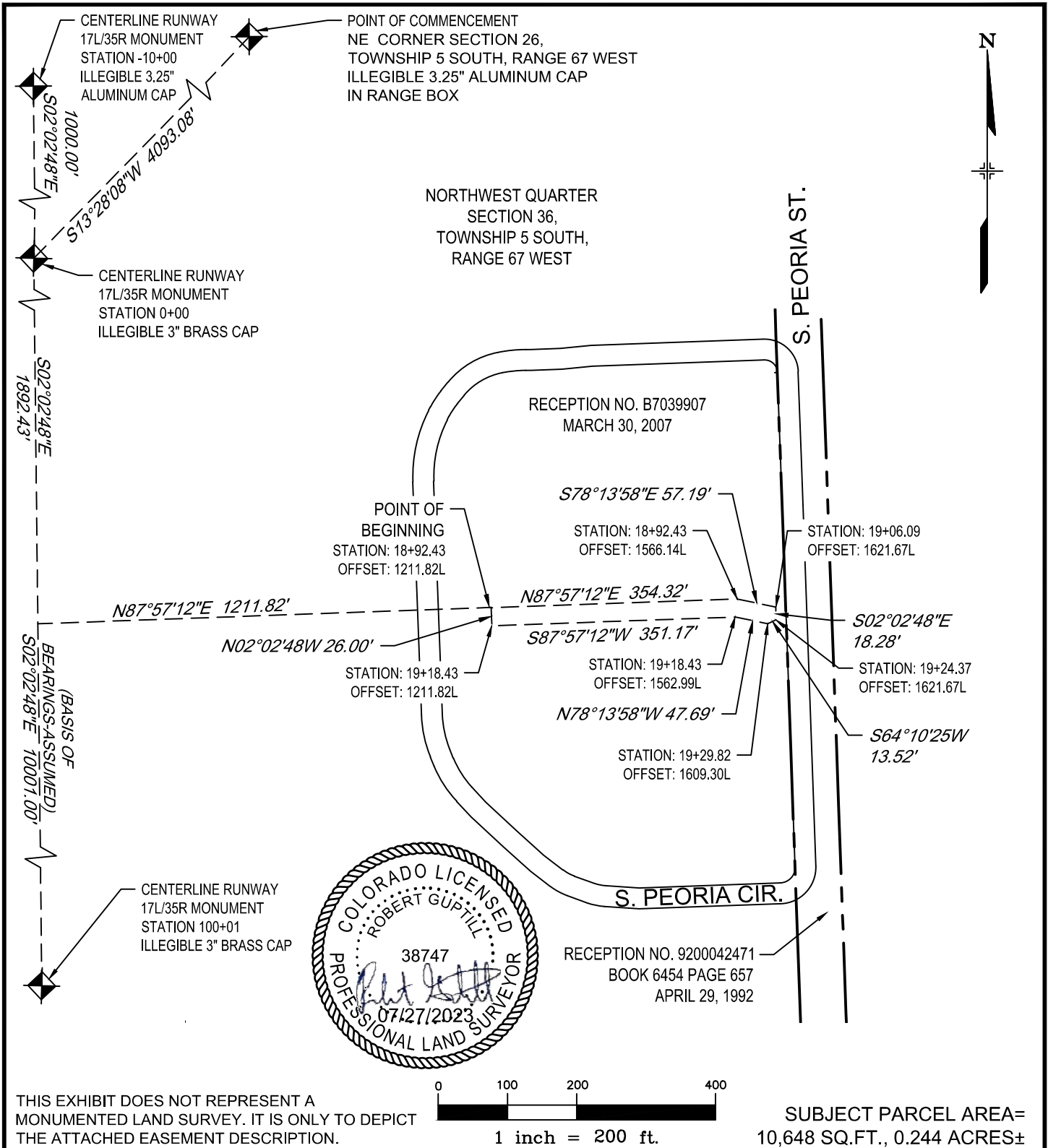
Commencing at the Northeast Corner of Section 26, Township 5 South, Range 67 West of the 6th Principal Meridian (an illegible 3.25" aluminum cap in range box); **THENCE** South 13°28'08" West, a distance of 4,093.08 feet to the centerline of Runway 17L/35R Station 00+00.00 (an illegible 3" brass cap); **WHENCE** the centerline of Runway 17L/35R Station 100+01.00 (an illegible 3" brass cap) bears South 02°02'48" East (basis of bearings, assumed), a distance of 10,001.00 feet; **THENCE** South 02°02'48" East, coincident with said centerline of Runway 17L/35R a distance of 1892.43 feet; **THENCE** North 87°57'12" East, perpendicular to said centerline of Runway 17L/35R, a distance of 1211.82 feet to the **POINT OF BEGINNING** (Station 18+92.43, Offset 1211.82' L);

1. Thence continuing North 87°57'12" East, perpendicular to said centerline of Runway 17L/35R, a distance of 354.32 feet (Station 18+92.43, Offset 1566.14' L);
2. Thence South 78°13'58" East, a distance of 57.19 feet (Station 19+06.09, Offset 1621.67' L);
3. Thence South 02°02'48" East, parallel with said centerline of Runway 17L/35R, a distance of 18.28 feet (Station 19+24.37, Offset 1621.67' L);
4. Thence South 64°10'25" West, a distance of 13.52 feet (Station 19+29.82, Offset 1609.30' L);
5. Thence North 78°13'58" West, a distance of 47.69 feet (Station 19+18.43, Offset 1562.99' L);
6. Thence South 87°57'12" West, perpendicular to said centerline of Runway 17L/35R, a distance of 351.17 feet (Station 19+18.43, Offset 1211.82' L);
7. Thence North 02°02'48" West, parallel with said centerline of Runway 17L/35R, a distance of 26.00 feet (Station 18+92.43, Offset 1211.82' L) to the **POINT OF BEGINNING**;

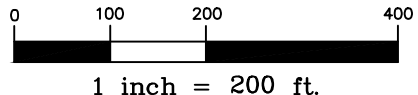
The above-described permanent easement contains 10,648 square feet (0.244 acres), more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
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Greenwood Village, CO 80111
Robert.Guptill@jacobs.com





RECEPTION NO. 9200042471
 BOOK 6454 PAGE 657
 APRIL 29, 1992



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

SUBJECT PARCEL AREA= 10,648 SQ.FT., 0.244 ACRES±

JACOBS PROJECT NO.		WXYA8404	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	SLS	DATE	7/26/2023
SCALE		1" = 200'	
Jacobs			
6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, Colorado 80111 +1 (720) 286-2000			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

CENTENNIAL AIRPORT ARAPAHOE COUNTY, COLORADO		
TITLE: ARAPAHOE COUNTY DRAINAGE EASEMENT		
REVISION: N/A	DRAWING NO. V-CENT-AIRP-DRAINAGE ESMT	SHEET NO. 1 OF 1