

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

This Uniform Easement Deed and Revocable Storm Drainage License Agreement (“Agreement”) is made this ____ day of _____, 2026, between Arapahoe County Public Airport Authority (the “Owner”), whose principal place of business is 7565 South Peoria St, 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 with PIN 034173382, and also known as 7575 S Peoria, Englewood, Colorado, 80112, 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 Signature North Phase III Drainage Report dated 2025, of clean stormwater into County’s storm drainage collector facility Lone Tree Creek and Cottonwood Creek, located adjacent to the right of way for Revere Parkway and Easter Avenue, respectively in Arapahoe County, Colorado (the “Outfall”), upon the terms and conditions stated in the Resolution, incorporated herein by this reference.

Engineering Case, Case No. EE25-004 (the “Plan”) and known as Signature North APA. 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 Arapahoe 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.

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

(i) 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.

(ii) Any access to the airport Air Operations Area may require a full-time escort from operations.

(iii) 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.

(iv) Owner will have the right to suspend work, as it reasonably deems necessary, to ensure the safe operation of the airport.

B. Emergency Procedures

(i) 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.

(ii) 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.

C. Communication Plan

The County or SEMSWA will contact 24/7 Airport Operations number at 303-877-7307 to gain routine access or emergency access to the facility.

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

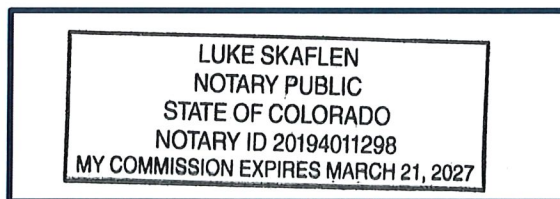
Owner: Thad Bagnato
by: Thad Bagnato Chair
NAME TITLE

STATE OF COLORADO
COUNTY OF ARAPAHOE

The above and foregoing instrument was acknowledged before me this 14 day of May, 2026 by Thad Bagnato, as Chair of the Arapahoe County Public Airport Authority

Luke Skaflen
Notary Signature

Notary Public
Title of Office



BOARD OF COUNTY COMMISSIONERS FOR ARAPAHOE COUNTY

Leslie Summey, Chairperson
Board of County Commissioners

EXHIBIT A

{Legal Description of the Property}

EXHIBIT B

{Legal Description of the Easement Property}

EXHIBIT B LEGAL DESCRIPTION

RAIN GARDEN EASEMENT

A RAIN GARDEN EASEMENT SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE SOUTH 18°22'01" WEST, A DISTANCE OF 3,141.05 FEET TO THE EXTENDED CENTERLINE OF RUNWAY 17L/35R AT STATION -10+00.00; WHENCE THE CENTERLINE OF RUNWAY 17L/35R STATION 100+01.00 BEARS SOUTH 02°02'00" EAST (BEING THE BASIS OF BEARINGS FOR ALL BEARINGS HEREIN), A DISTANCE OF 11,001.00 FEET;

THENCE SOUTH 02°02'00" EAST, COINCIDENT WITH SAID CENTERLINE OF RUNWAY 17L/35R A DISTANCE OF 2,438.65 FEET TO A POINT THAT IS STATION 14+38.65;

THENCE NORTH 87°58'00" EAST, PERPENDICULAR TO SAID CENTERLINE OF RUNWAY 17L/35R, A DISTANCE OF 1,141.03 FEET TO A POINT THAT IS 1,141.03 FEET LEFT OF SAID CENTERLINE AT STATION 14+38.65, SAME POINT BEING THE POINT OF BEGINNING;

1. THENCE SOUTH 84°18'19" EAST, A DISTANCE OF 44.31 FEET TO A POINT THAT IS 1,184.94 FEET LEFT OF SAID CENTERLINE AT STATION 14+44.60;
2. THENCE NORTH 87°40'01" EAST, A DISTANCE OF 52.17 FEET TO A POINT THAT IS 1,237.10 FEET LEFT OF SAID CENTERLINE AT STATION 14+44.33;
3. THENCE SOUTH 01°14'40" EAST, A DISTANCE OF 46.58 FEET TO A POINT THAT IS 1,236.46 FEET LEFT OF SAID CENTERLINE AT STATION 14+90.90;
4. THENCE SOUTH 88°23'32" WEST, A DISTANCE OF 56.50 FEET TO A POINT THAT IS 1,179.96 FEET LEFT OF SAID CENTERLINE AT STATION 14+90.48;
5. THENCE NORTH 01°14'40" WEST, A DISTANCE OF 36.40 FEET TO A POINT THAT IS 1,180.46 FEET LEFT OF SAID CENTERLINE AT STATION 14+54.09;
6. THENCE NORTH 84°18'19" WEST, A DISTANCE OF 41.15 FEET TO A POINT THAT IS 1,139.69 FEET LEFT OF SAID CENTERLINE AT STATION 14+48.56;
7. THENCE NORTH 05°41'41" EAST, A DISTANCE OF 10.00 FEET TO A POINT THAT IS 1,141.03 FEET LEFT OF SAID CENTERLINE AT STATION 14+38.65, SAME POINT BEING THE POINT OF BEGINNING

SAID EASEMENT CONTAINS 3,018 SQUARE FEET (0.069 ACRES), MORE OR LESS.

GENERAL NOTES

1. LINEAL UNIT OF MEASURE USED IN THIS DESCRIPTION IS THE U.S. SURVEY FOOT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RUNWAY 17L/35R BETWEEN STATION -10+00.00 AND STATION 100+01.00, WITH THE LINE BETWEEN BEARING SOUTH 02°02'00" EAST AS SHOWN HEREON.



RAIN GARDEN EASEMENT
SITUATED IN THE NORTHWEST
ONE-QUARTER OF SECTION 36,
TOWNSHIP 5 SOUTH, RANGE 67 WEST
OF THE 6TH P.M., COUNTY OF
ARAPAHOE, STATE OF COLORADO

REV	DATE	REV	DATE
0	05/29/2025	5	05/05/2026
1	10/07/2025		
2	10/10/2025		
3	12/08/2025		
4	04/21/2026		
COMPILED BY: LAUER			

FWS FORESIGHT WEST
SURVEYING INC.

1309 S Inca St
Denver, Colorado 80223
303.504.4440

ILLUSTRATION FOR EXHIBIT B

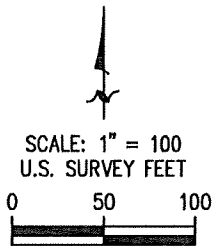
SHEET: 2 OF 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84° 18' 19"E	44.31'
L2	N01° 14' 40"W	36.40'
L3	N84° 18' 19"W	41.15'
L4	N05° 41' 41"E	10.00'

POC
NE CORNER OF 26-T5S-R67W
1" STEEL PIN IN MONUMENT BOX
(ARAPAHOE HORIZONTAL
CONTROL STATION 10120)

S18°22'01"W
3141.05'

EXTENDED CENTERLINE OF RUNWAY
17L/35R AT STATION -10+00.00



S02°02'00"E
2438.65'
CENTERLINE OF
RUNWAY 17L/35R
(BEARING BASIS)

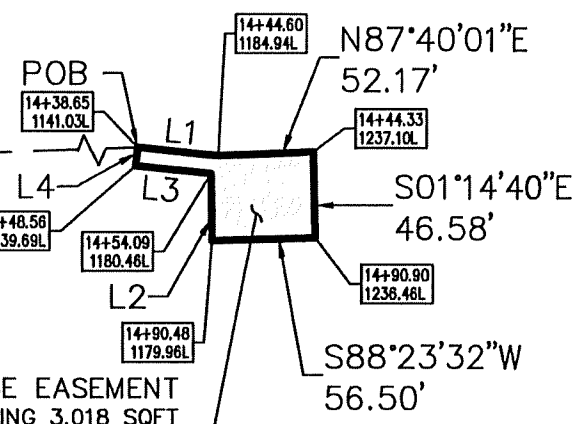
RUNWAY 17L/35R AT
STATION 14+38.65

N87°58'00"E
1141.03

90°0'0"

DRAINAGE EASEMENT
CONTAINING 3,018 SQFT
(0.069 ACRES),
MORE OR LESS

RUNWAY 17L/35R AT
STATION 100+01.00



NOTE:
1) THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED
DESCRIPTION.

LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SQFT	SQUARE FEET

RAIN GARDEN EASEMENT
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COMPILED BY: LAUER

FWS FORESIGHT WEST
SURVEYING INC.
1309 S Inca St
Denver, Colorado 80223
303.504.4440

SCALED FOR 8 1/2" X 11"

JOB NO.: 2024169

SHEET: 2 OF 2

EXHIBIT B LEGAL DESCRIPTION

GRASS BUFFER

A GRASS BUFFER SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 18°22'01" WEST, A DISTANCE OF 3,141.05 FEET TO THE EXTENDED CENTERLINE OF RUNWAY 17L/35R AT STATION -10+00.00; WHENCE THE CENTERLINE OF RUNWAY 17L/35R STATION 100+01.00 BEARS SOUTH 02°02'00" EAST (BEING THE BASIS OF BEARINGS FOR ALL BEARINGS HEREIN), A DISTANCE OF 11,001.00 FEET;

THENCE SOUTH 02°02'00" EAST, COINCIDENT WITH SAID CENTERLINE OF RUNWAY 17L/35R A DISTANCE OF 2,599.33 FEET TO A POINT THAT IS STATION 15+99.33;

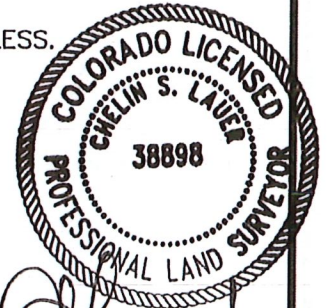
THENCE NORTH 87°58'00" EAST, PERPENDICULAR TO SAID CENTERLINE OF RUNWAY 17L/35R, A DISTANCE OF 1,181.53 FEET TO A POINT THAT IS 1,181.53 FEET LEFT OF SAID CENTERLINE AT STATION 15+99.33, SAME POINT BEING THE POINT OF BEGINNING;

1. THENCE NORTH 61°26'53" EAST, A DISTANCE OF 21.52 FEET TO A POINT THAT IS 1,200.79 FEET LEFT OF SAID CENTERLINE AT STATION 15+89.72;
2. THENCE SOUTH 00°35'53" WEST, A DISTANCE OF 86.41 FEET TO A POINT THAT IS 1,196.82 FEET LEFT OF SAID CENTERLINE AT STATION 16+76.03;
3. THENCE SOUTH 89°26'57" WEST, A DISTANCE OF 17.17 FEET TO A POINT THAT IS 1,179.66 FEET LEFT OF SAID CENTERLINE AT STATION 16+75.59;
4. THENCE NORTH 02°02'00" WEST, A DISTANCE OF 63.66 FEET TO A POINT THAT IS 1,179.66 FEET LEFT OF SAID CENTERLINE AT STATION 16+13.93, SAME POINT BEING ON A NONTANGENT CURVE TO THE RIGHT;
5. THENCE 12.77 FEET ALONG SAID CURVE, HAVING A RADIUS OF 58.58 FEET, A CENTRAL ANGLE OF 12°29'32", AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'08" EAST, 12.75 FEET TO A POINT THAT IS 1,181.53 FEET LEFT OF SAID CENTERLINE AT STATION 15+99.33, SAME POINT BEING THE POINT OF BEGINNING.

SAID GRASS BUFFER CONTAINS 1,529 SQUARE FEET (0.035 ACRES), MORE OR LESS.

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Chelin S. Lauer

FWS FORESIGHT WEST
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REVISION	DATE
0	10/07/2025
1	05/06/2026
COMPILED BY: LAUER	

SCALED FOR 8 1/2" X 11"

JOB NO.: 2024169

SHEET: 1 OF 2

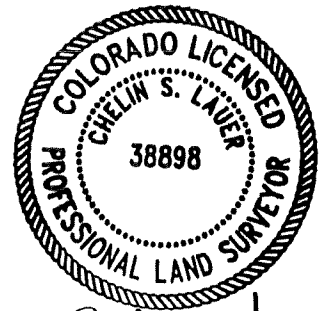
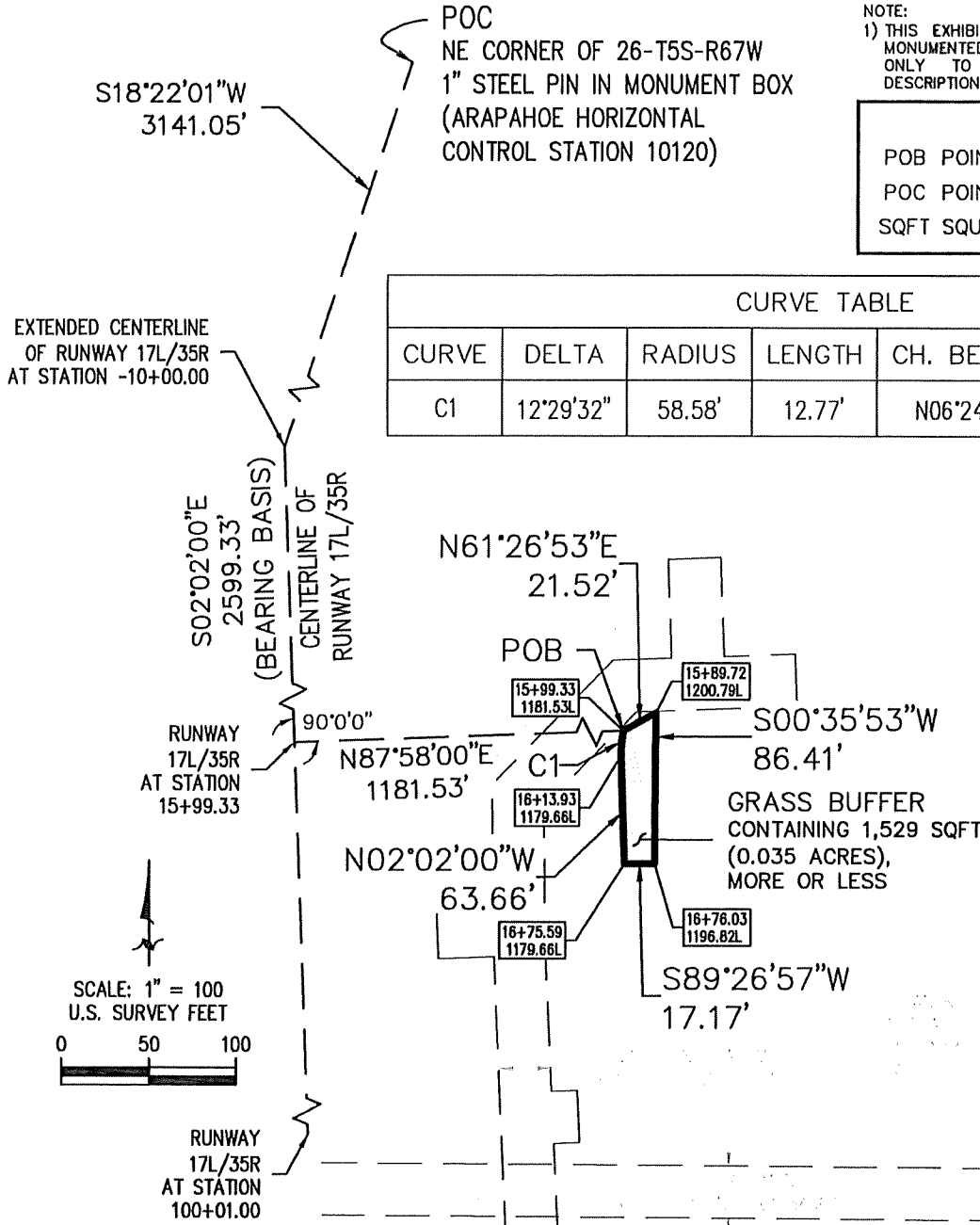
ILLUSTRATION FOR EXHIBIT B

SHEET: 2 OF 2

NOTE:
1) THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SQFT	SQUARE FEET

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CH. LENGTH
C1	12°29'32"	58.58'	12.77'	N06°24'08"E	12.75'



Chelin S. Lauer

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REVISION	DATE
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