

AMENDED AND RESTATED
UNIFORM EASEMENT DEED AND REVOCABLE
STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this _____ day of _____, 2022, between SOUTH HANNIBAL, LLC, whose legal address is 6162 West Cross Dr. Littleton, CO 80123 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 80166, (the "County"). This Easement Deed and Revocable Storm Drainage License Agreement is intended to amend and restate, and shall supersede and control over the Easement Deed and Revocable Storm Drainage License Agreement between these parties and recorded at Reception Number D7015425 of the Arapahoe County Records.

Owner is the owner in fee simple of the property described in Exhibit 'A1', 'A2' and 'A3' (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 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:

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 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 County's storm drainage collector system, located adjacent to the Green Acres Tributary and Happy Canyon Creek, 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. ASP21-007 (the "Plan") and known as Dove Valley Filing V #22 (aka Canyon Creek Storage).

This instrument amends, restates and supersedes the original instrument recorded at Reception No. D7015425 Final Development Plan, Case No. A16-005 known as Dove Valley Filing #13 (aka Mineral

Storage), and as otherwise subsequently amended by petition for vacation of public easement at Reception No. E2007800, Case No. VAC21-001.

The parties intend that the terms of this License Agreement be interpreted in accordance with the requirements of the subdivision improvement agreement ("SIA") and the Plan, if any. This License Agreement is also subject to the attached Special Conditions Addendum, which is incorporated into this Agreement by this reference. In the event of irreconcilable conflict between or among the terms of this License Agreement or the terms of the SIA or the Plan, the terms of this License Agreement shall control. In the event of an irreconcilable conflict between the Special Conditions Addendum and this License Agreement or the SIA or the Plan, the Special Conditions Addendum shall control.

Termination, revocation or nonrenewal of the License Agreement 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.

[Remainder of page intentionally left blank, signatures on following pages]

Owner: South Hannibal, LLC

by:

Casey Adragna, Owner

County of Arapahoe)

) s.s.

State of Colorado)

This instrument was acknowledged before me, this 11th day of August, 2022, by
as Casey Adragna of South Hannibal, LLC, an authorized representative of the
Owner.

My commission expires: 06-21-2023. Witness my hand and official seal.

Patricia Casper Alberts

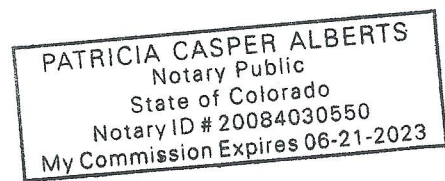
Signature

Patricia Casper Alberts

Name of notary

7130 Timbercrest Way, Castle Pines

Address of notary CO 80108



ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners of Arapahoe County

Bryan Weimer, P.E., Director, Public Works and Development
Authorization pursuant to Resolution No. _____

SPECIAL CONDITIONS ADDENDUM

The County and Dove Valley Business Park Associates (Owner) hereby agree to the following Special Conditions to be incorporated into and made a part of the foregoing Amended and Restated Uniform Easement Deed and Revocable Storm Drainage License Agreement.

1. The Uniform Easement Deed and Revocable Storm Drainage License Agreement between these parties and recorded at Reception Number D7015425 (the "original easement and license") is hereby amended and restated and shall be superseded by this Amended and Restated Agreement as modified by this Special Conditions Addendum.
2. Subsequent to the execution of the original easement and license, a retaining wall was inadvertently approved and constructed at a location within three (3) feet of an existing manhole required for the drainage facilities addressed in the original easement document. The location of the wall does not meet the criteria for allowable landscaping and surface treatment in storm sewer easements outlined in the County's Stormwater Management Manual, Section 9.4.3.
3. The existing manhole is within the easternmost 25' drainage easement, and is located approximately 16.8' southwest of the angle point between eastern lot line 275.00' N17° 17' 28"W and eastern lot line 290.72' N40° 33' 03"W as shown on the Administrative Site Plan, Case No. ASP21-007, Dove Valley V – Filing No. 22. The referenced lot lines are also shown in Exhibit A1 (shown as S40° 33' 03" E 2290.72') and Exhibit A3 (shown as N17° 17' 28" W 275.00') of the Uniform Easement Deed and Revocable Storm Drainage License Agreement at recording number D70115425.
4. In consideration of the County's agreement that the retaining wall can remain where constructed, Owner hereby agrees to the following:
 - a. Owner agrees to fully release the County from, and shall assume responsibility for, any damages caused to the retaining wall, both patent or latent, related to the close proximity of, or any work performed on, in, or around the manhole for the purposes of access, maintenance, rehabilitation, repair, removal, replacement, installation, construction, or re-construction of any portion of the structure, pipe, or other drainage appurtenances associated with, or adjacent to, the manhole. This shall also include damages to the wall related to a structural failure of the manhole.
 - b. Owner agrees to indemnify and hold the County harmless from and against any claims for damages, injuries, or death to any persons, or any claims, injuries, or damages to property which are caused by or in any way attributed to the retaining wall inhibiting, prohibiting or interfering with access to the manhole.
5. Nothing in this Special Conditions or otherwise in this License Agreement is intended to waive any governmental immunity that the County is entitled to under CRS 24-10-101, *et seq.* or otherwise under Colorado law.

EXHIBIT A1

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 7, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13, THENCE, SOUTH 59°43'06" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 7, 25.66 FEET;

THENCE, NORTH 17°17'26" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 249.62 FEET;

THENCE, NORTH 40°33'03" WEST, PARALLEL WITH AND 25 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT 7, 274.55 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 2.63 FEET;

THENCE, SOUTH 19°25'11" WEST, 67.48 FEET;

THENCE, NORTH 70°34'49" WEST, 20.00 FEET;

THENCE, NORTH 19°25'11" EAST, 52.57 FEET;

THENCE, SOUTH 72°42'34" WEST, PARALLEL WITH AND 20 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 7, 160.45 FEET;

THENCE, NORTH 43°02'34" WEST, 18.97 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 7, ALSO BEING THE SOUTHERLY LOT LINE OF LOT 8, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13;

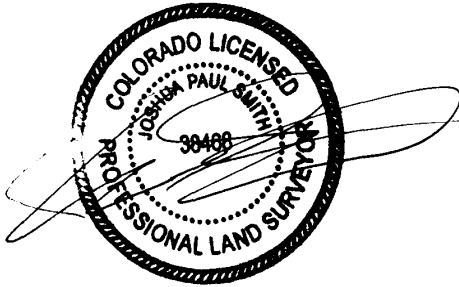
THENCE, NORTH 64°44'32" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 8, 21.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, ALSO BEING THE NORTHERLY CORNER OF SAID LOT 7;

THENCE, NORTH 72°42'34" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 9, 194.09 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 7 AND A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 40°33'03" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 290.72 FEET TO THE EASTERLY CORNER OF SAID LOT 7 ALSO BEING A WESTERLY CORNER OF SAID LOT 10;

THENCE, SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 10, 249.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 18510.16 SQUARE FEET OR 0.42 ACRES MORE OR LESS.



JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A2

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 8, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13, AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

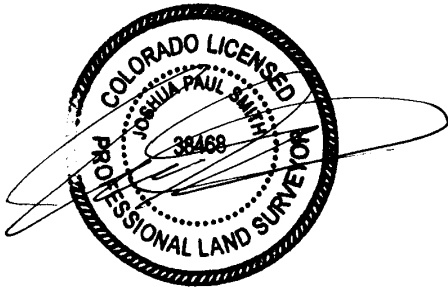
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8 ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, THENCE SOUTH 64°44'32" WEST, ALONG THE LOT LINE BETWEEN SAID LOT 8 AND LOT 7, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, 21.00 FEET;

THENCE, NORTH 43°02'34" WEST, 12.11 FEET;

THENCE, NORTH 46°57'26" EAST, 20.00 FEET;

THENCE, SOUTH 43°02'34" EAST, 18.53 FEET TO THE POINT OF BEGINNING.

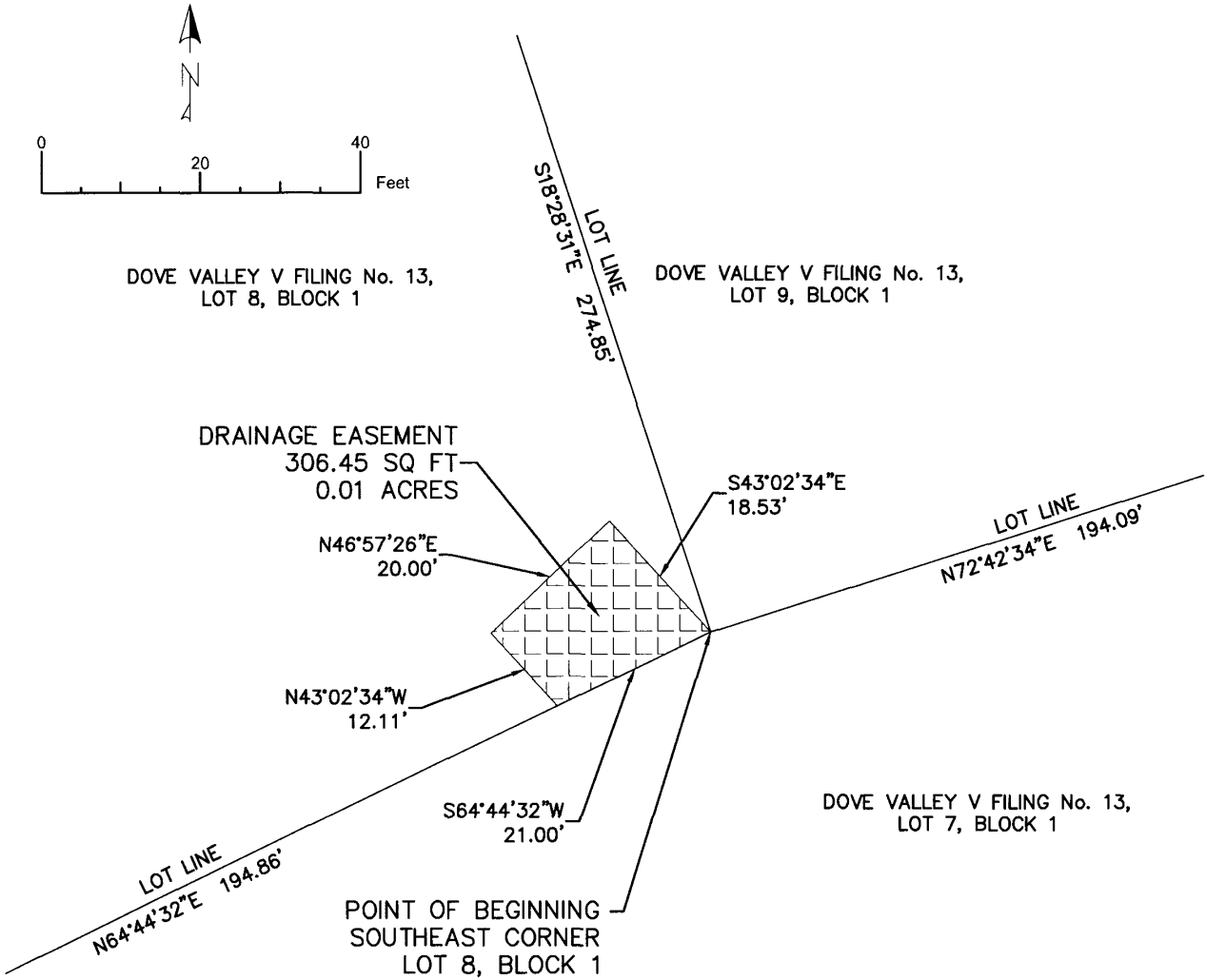
SAID EASEMENT CONTAINS 306.45 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A2

A PORTION OF LOT 8, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL
DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY.
IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

2 OF 2 SHEET NUMBER PROJECT NO. 183002	 HCL ENGINEERING & SURVEYING, L.L.C. 9570 KINGSTON COURT, SUITE 310 ENGLEWOOD, COLORADO 80112-6004 PHONE: 303.773.1905 FAX: 303.773.3297 WWW.HCLENGINEERING.COM	PROJECT: MINERAL SELF STORAGE	#	DATE	REVISIONS
		DRAWING: EXHIBIT DRAINAGE EASEMENT			
		CLIENT:			
		DESIGNED BY: JX	SCALE: HORIZ: 1/20		
		DRAWN BY: JW	VERT: N/Z		
CHECKED BY: JPS	DATE: 10.08.2018				

EXHIBIT A3

A DRAINAGE EASEMENT LYING OVER AND ACROSS LOT 9, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13., AS RECORDED AT RECEPTION No. D6072684 OF THE ARAPAHOE COUNTY RECORDS, ALSO BEING LOCATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE NORTH LINE OF LOT 10, BLOCK 1 OF DOVE VALLEY V, FILING NO. 13. SAID LINE BEARS NORTH 72°42'34" EAST WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9 ALSO BEING THE NORTHEAST CORNER OF LOT 7, BLOCK 1 OF SAID DOVE VALLEY V, FILING NO. 13, THENCE, SOUTH 72°42'34" WEST, ALONG THE LOT LINE BETWEEN SAID LOTS 7 AND 9, 38.13 FEET;

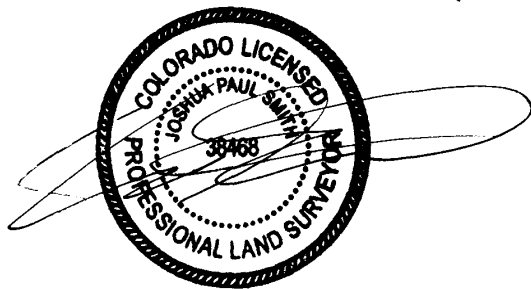
THENCE, NORTH 17°17'33" WEST, 10.00 FEET;

THENCE, NORTH 72°42'27" EAST, 19.58 FEET;

THENCE, NORTH 05°14'41" WEST, 88.91 FEET TO A POINT ON THE LOT LINE BETWEEN SAID LOTS 9 AND 10;

THENCE SOUTH 17°17'26" EAST, ALONG THE LOT LINE BETWEEN SAID LOTS 9 AND 10, 96.95 FEET TO THE POINT OF BEGINNING.

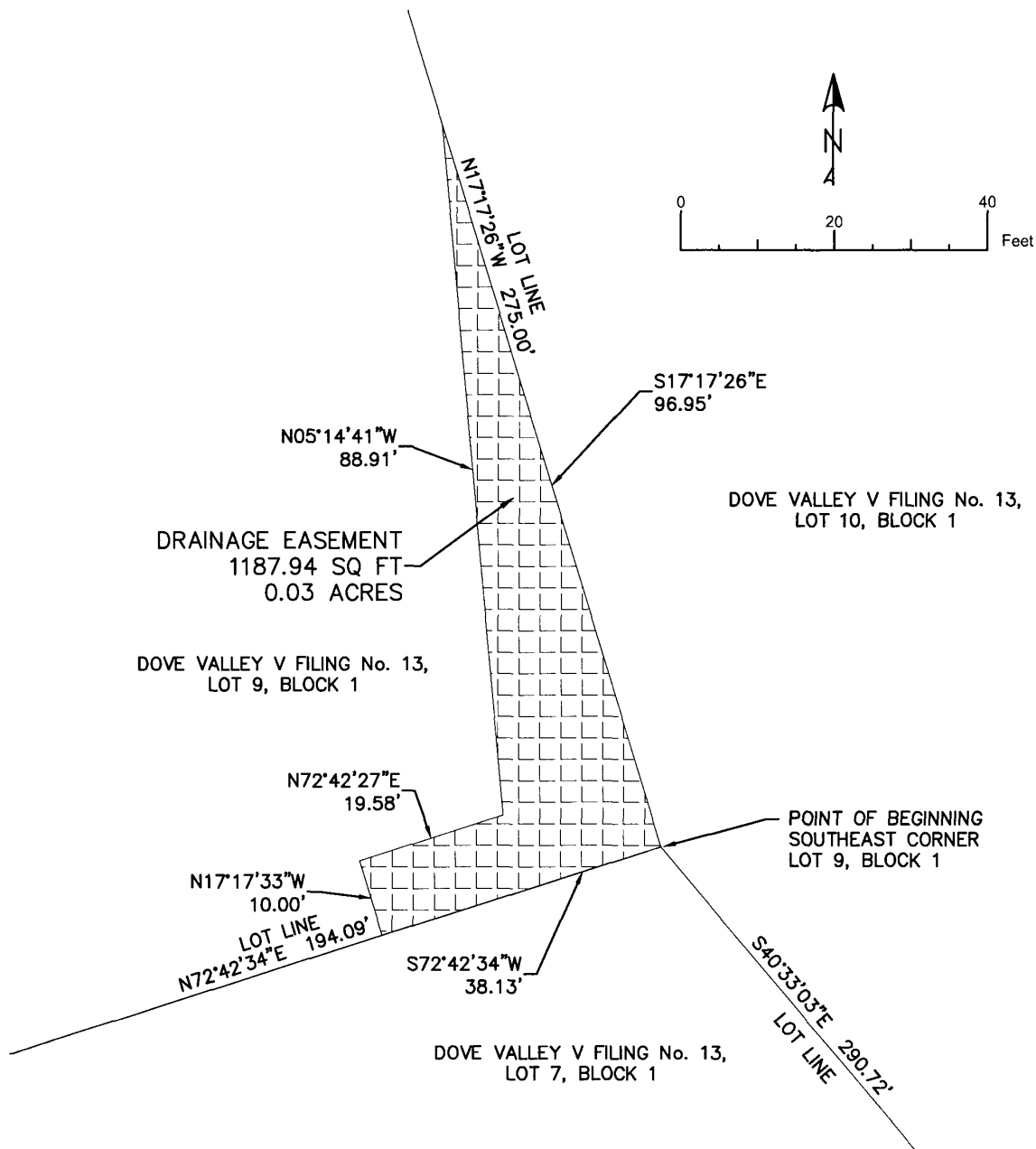
SAID EASEMENT CONTAINS 1187.94 SQUARE FEET OR 0.03 ACRES MORE OR LESS.



JOSHUA PAUL SMITH, PLS
COLORADO REG. NO. 38468
FOR AND ON BEHALF OF
HCL ENGINEERING AND SURVEYING, LLC

EXHIBIT A3

A PORTION OF LOT 9, BLOCK 1 OF "DOVE VALLEY V FILING NO. 13"
 LOCATED IN THE W 1/2 OF SECTION 32, T.5S., R.66W., 6TH P.M.
 COUNTY OF ARAPAHOE, STATE OF COLORADO



NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PROJECT NO. 163002
 2 OF 2



HCL ENGINEERING & SURVEYING, L.L.C.
 9570 KINGSTON COURT, SUITE 310
 ENGLEWOOD, COLORADO 80112-6004
 PHONE: 303.773.1605
 FAX: 303.773.3297
 WWW.HCLENGINEERING.COM

PROJECT: MINERAL SELF STORAGE

DRAWING: EXHIBIT
 DRAINAGE EASEMENT

CLIENT:

DESIGNED BY: JX

DRAWN BY: JX

CHECKED BY: JPS

SCALE: HORIZ: 1/20

VERT: N/Z

DATE: 10.08.2016

#

DATE

REVISIONS

1

2

3

4

5

6

7

8

9

10

EXHIBIT B

Easement Property is located over a portion of the following properties:

Lots 7, 8 and 9, Block 1, Dove Valley V, Filing No. 13, a subdivision plat recorded in Book 487, Page 68, at Reception No. D6072684, Arapahoe County records, County of Arapahoe, State of Colorado