

PERMANENT ROADWAY AND SLOPE AND DRAINAGE

EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Arapahoe County Public Airport Authority, (the "Grantor"), hereby grants, bargains, sells and conveys to the COUNTY OF ARAPAHOE, COLORADO, a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct and maintain roadway, slopes and cuts and fills; to ensure proper support for and drainage from the roadway; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, storm drainage facilities such as ditches culverts or pipes, underground telephone lines, and appurtenances thereto; certain public signage; and for purposes of snow storage (collectively the "Improvements"), to allow public access, as a public thoroughfare, and use of, in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit B and Exhibit "B1", attached hereto, and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements 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 Grantor's staff a minimum of 24 hours before entering the 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. Grantor 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 Grantor's property shall be given to Grantor's staff at the time that the emergency is discovered.

- a. Grantor's staff shall accommodate Grantee's request for emergency access as soon as possible, to balance the public health and safety issues related to the emergency without jeopardizing the safety of airport operations within the Air Operations Area.

2. The Grantee shall be responsible for the maintenance and repair of the Premises and all Improvements located thereon. To the extent permitted by applicable laws and regulations, Grantee may charge Grantor for its reasonable costs incurred in performing necessary maintenance and repairs to the Premises. In the event the Grantee or its Contractor negligently disturbs any land or improvements located on land adjacent to the Premises in connection with the maintenance or repair of the Premises, the Grantee shall promptly, at its expense, restore the land or improvements affected thereby substantially to the condition existing prior to the time of such disturbance.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or subsequently placed thereon may be removed by the Grantee without liability for damages arising therefrom provided prior written authorization is obtained from the Grantor.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, maintenance or repair, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to these items placed on the Premises under paragraph 3 hereof. In addition, the Grantee shall have the right, subject to the Grantor's approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required.

5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights

to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee shall have the right and authority to issue permits and to grant access, grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Improvements. Grantee shall ensure that any work performed by any third party complies with paragraph 3 of this easement.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 7 hereof, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the Grantee that the Grantor is well seized of the premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so-ever, except matters of record and except the matters listed in Exhibit C attached hereto. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

9. The Grantee will comply with the applicable provisions of Part 77 of the Federal Aviation Regulations or any amendments thereto, and all conditions and requirements imposed by the Federal Aviation Administration relating to the construction, maintenance, or repair of any improvements related to and for the use of this roadway easement.

10. The Grantee shall maintain general liability insurance or self-insurance coverage for the Premises and the Improvements.

11. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the Grantee.

ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

Chair

ATTEST:

Clerk

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ of _____

WITNESS my hand and official seal.

My commission expires:

Notary Public

ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners of Arapahoe County

Bryan D. Weimer, PWLF, Director, Public Works and Development
Authorization pursuant to Resolution No. _____

Acknowledged and consented to by the following leaseholders:

By:
Title:

PRELIMINARY BOARD DOCUMENTS

EXHIBIT C

(List of leases and subleases. To be completed by Airport)

1. Restated and Amended Ground Lease and Agreement between Arapahoe County Public Airport Authority and South Suburban Park and Recreation District dated October 1, 2001 upon the real estate records of Arapahoe County, Colorado at Reception No. B1205615, as amended by that certain First Amendment to Restated and Amended Ground Lease and Agreement dated April 1, 2008.

PRELIMINARY BOARD DOCUMENTS