

STORMWATER FACILITY MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement is entered into this 27th day of August, 2021, by and between the Board of County Commissioners of Arapahoe County, a political subdivision of the State of Colorado (the "County"), APA Lot 15 Development Holdings, LLC (the Leasee) and Arapahoe County Public Airport Authority (the "Owner"), and collectively referred to as the "Parties."

RECITALS

WHEREAS, the above-named property owner is the owner of a certain parcel of land known as a portion of Land (Lot FBO 15) Located in SE1/4 of Section 36, T5S, R67W of the 6th P.M., County of Arapahoe, State of Colorado, a/k/a AeroColorado Hangar Lot 15, (hereinafter referred to as the "Property"); and

WHEREAS, the above-named Leasee leases the Property from the Owner; and

WHEREAS, a Phase III Drainage Report and Civil Construction Plans ("Plans") for the Property have been approved by the County; and

WHEREAS, said Plans provide for stormwater management facilities including such facilities intended to reduce, detain, convey, and manage stormwater runoff, and provide water quality benefits (collectively referred to as "Facilities"); and

WHEREAS, the Facilities shown on the Plans shall be constructed and adequately maintained by the Leasee and the Owner in a manner that allows for the facilities to function in accordance with the approved Plans; and

WHEREAS, the County requires that the Leasee and the Owner submit an Operation and Maintenance Site Plan ("O&M Site Plan") as specified in the Arapahoe County Stormwater Management Manual and attached hereto as "Exhibit A"; and

WHEREAS, Standard Operating Procedures, ("SOPs") outlining maintenance requirements for Water Quality Facilities have been prepared and are referenced in Arapahoe County Stormwater Management Manual and hereby are incorporated herein by this reference; and

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Leasee or the Owner shall inspect and maintain the Facilities as described in the Plans and Exhibit A to ensure that such Facilities are and will remain in proper working condition in accordance with the Arapahoe County Stormwater Management Manual and other applicable legal requirements.

2. The maintenance of the Facilities shall be completed in accordance with the SOPs for the appropriate Facility and the Leasee or the Owner shall promptly perform all needed maintenance and repairs and shall document maintenance as outlined in the applicable SOP.
3. The Leasee and the Owner hereby grants, bargains and conveys to the County, officers, agents, and employees an easement over the Property for access from public rights-of-way, abutting private roadways, and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing the Facilities to the extent that Leasee or Owner fails to do so and as necessary to ensure their proper working condition as outlined above.
4. In the event the Leasee and Owner fails to properly maintain the Facilities within thirty (30) days after written notice by the County of such deficiencies to the Leasee and Owner, the County, or its designated representative, may enter upon the Property and take whatever steps it deems necessary to maintain or repair the Facilities and bill the Leasee and Owner for the reasonable expense thereof, and who shall be responsible to reimburse the County for such expense. If the Leasee or Owner's failure to properly maintain the Facilities could cause damage to property, loss of life or a violation of a Colorado Discharge Permit System (CDPS) Municipal Separate Storm Sewer System (MS4) Permit, the County, or its designated representative, may take immediate action, without notice to the Leasee or Owner, to maintain or repair the Facilities. It is expressly understood and agreed that the County, or its designated representative, is under no obligation to maintain or repair the Facilities, and in no event shall this Agreement be considered to impose any such obligation on the County.
5. The Leasee and Owner agree that it will not at any time dedicate the Facilities to the public, to public use or to the County without the County's written consent, nor will it subdivide or convey the Property without a covenant providing that a proportionate share of the cost of maintenance and other costs associated with the obligations and duties contained herein runs with each subdivided part of the original tract or parcel of land.
6. In an event of emergency involving Facilities, the County, its officers, agents, and employees may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Leasee and Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Leasee and Owner by phone to take whatever reasonable action is necessary within a specified period of time. Should the Leasee or Owner fail to respond, or should the Leasee or Owner inform the County that it intends not to respond within the specified period of time, the County, its officers, agents, and employees may enter immediately.
7. The County shall not pay and shall not be required to pay any compensation at any time for its use of the Property in any way necessary for the inspections and maintenance of the Facilities, including access to the Facilities.
8. In the event the County, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or repair of the Facilities, including labor,

equipment, supplies and materials, the Leasee and/or Owner agrees to reimburse the County, or its designated representative, within thirty (30) days after the County gives the Leasee and Owner written notice of such expense. If the Leasee, Owner, or its successors or assigns fails to make timely payment as required herein, interest on such payment shall accrue at the rate of 1½ % per month until paid in full.

9. Any amount owed to County under the terms of this Agreement and not paid within thirty (30) days of the date of notification shall be the joint and several obligation of any owner of record of the Property or any portion thereof served by the Facilities and any successors in interest to such owner on the date such maintenance or repair was performed.
10. The Leasee, Owner, its successors, and assigns shall indemnify and hold harmless County, its officers, agents, and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County arising out of or resulting from the construction, presence, existence, maintenance, or use of the Facilities.
11. The Leasee or Owner shall notify the County when the Leasee or Owner transfers its interest in the Property or any portion thereof.
12. The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all present and subsequent owners, their administrators, executors, assigns, heirs, and any other successors in interest so long as they own an interest in the Property of any portion thereof served by the Facilities.
13. The Leasee and Owner acknowledge that any approved final site plan and/or final plat shall include the Drainage Maintenance” Standard Note as specified in the Arapahoe County Land Development Code, the Development Application Manual, or other applicable County code, regulation, or duly adopted development policy. If the Facilities are not properly maintained, the County may provide necessary maintenance and assess the maintenance cost to the owner of the property. Failure to abide by the provision of such Note shall constitute a Zoning Violation, as defined in the Arapahoe County Land Development Code.
14. This Agreement shall be recorded in the Arapahoe County Clerk and Recorder’s Office.
15. In the event either of the Parties hereto files a law suit to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

[Remainder of page intentionally left blank]

LEASEE: APA Lot 15 Development Holdings, LLC

By: Jack McClurg
Name: [Signature]
Title: Member

State of Colorado }
 } s.s.
County of }
 Arapahoe

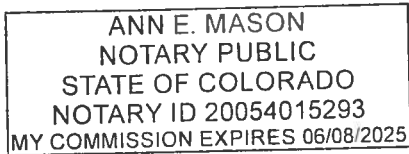
The foregoing instrument was acknowledged before me this 27th day of August, 2021, by Jack McClurg, as member of APA Lot 15 Development Holdings, LLC

My commission expires 6-8-25. Witness my hand and official seal.

Ann E. Mason
Signature
Ann E. Mason

Name of Notary
8082 S InterPort Blvd
Address of Notary Suite 200
Englewood, CO 80112

(SEAL)



For the Board of County Commissioners:

Bryan D. Weimer
Director, Department of Public Works and Development
Pursuant to Resolution No. 21-062

IN WITNESS WHEREOF, the County and Owner have executed this Agreement on the date set forth above.

OWNER: Arapahoe County Public Airport Authority

By: _____

Name: _____

Title: _____

State of Colorado }
 } s.s.
County of }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

My commission expires _____. Witness my hand and official seal.

Signature

Name of Notary

Address of Notary

(SEAL)

UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this 27th day of August, 2021, 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 portion FBO 15 at Centennial Airport, Located in the Southeast ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle 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:

Grass Buffer 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, 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. EE21-041, and known as AeroColorado Hangar Lot 15

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.

Owner: Arapahoe County Public Airport Authority

by: _____

Name: _____

Title: _____

County of _____)
) s.s.
State of Colorado)

This instrument was acknowledged before me this _____ day of _____, 2021 by _____ as _____, Inc., an authorized representative of the Owner.

My commission expires: _____.

Signature: _____

Name of notary: _____

Address of notary: _____

ACCEPTANCE AND APPROVAL:

For the Board of County Commissioners Arapahoe County

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

EXHIBIT A

{Legal Description of the drainage easement}

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF FBO 15 AT CENTENNIAL AIRPORT, SITUATED IN THE SOUTHEAST 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 NORTHWEST CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25 BEARS SOUTH 89°48'12" EAST, A DISTANCE OF 2,656.19 FEET WITH ALL BEARINGS HEREON REFERENCED TO THIS LINE;

THENCE SOUTH 15°35'40" WEST, A DISTANCE OF 3,614.97 FEET TO STATION -5+00 OF THE NORTHERLY EXTENSION OF THE CENTERLINE OF RUNWAY 17L/35R CENTENNIAL AIRPORT;

THENCE ALONG SAID EXTENDED CENTERLINE, SOUTH 02°02'00" EAST, A DISTANCE OF 500.00 FEET TO STATION 0+00;

THENCE CONTINUING ALONG THE CENTERLINE OF SAID RUNWAY, SOUTH 02°02'00" EAST, A DISTANCE OF 5,187.11 FEET TO STATION 51+87.11;

THENCE DEPARTING SAID CENTERLINE, NORTH 87°58'00" EAST, A DISTANCE OF 2,093.29 FEET TO STATION 51+87.11, 2,093.29 FEET LEFT OF SAID CENTERLINE AND THE **POINT OF BEGINNING**, BEING ON THE NORTHEASTERLY BOUNDARY OF SAID FBO 15;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 69°02'00" EAST, A DISTANCE OF 119.23 FEET TO STATION 52+33.69, 2,203.04 FEET LEFT OF SAID CENTERLINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'50", AN ARC LENGTH OF 13.83 FEET TO STATION 52+40.78, 2,214.86 FEET LEFT OF SAID CENTERLINE;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY, SOUTH 02°02'00" EAST, A DISTANCE OF 24.95 FEET TO STATION 52+65.72, 2,214.86 FEET LEFT OF SAID CENTERLINE;

THENCE SOUTH 87°58'00" WEST, A DISTANCE OF 41.36 FEET TO STATION 52+65.72, 2,173.50 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 02°02'00" WEST, A DISTANCE OF 15.22 FEET TO STATION 52+50.51, 2,173.50 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 70°02'00" WEST, A DISTANCE OF 98.12 FEET TO STATION 52+13.75, 2,082.52 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 19°58'00" EAST, A DISTANCE OF 28.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.093 ACRES, (4,060 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898



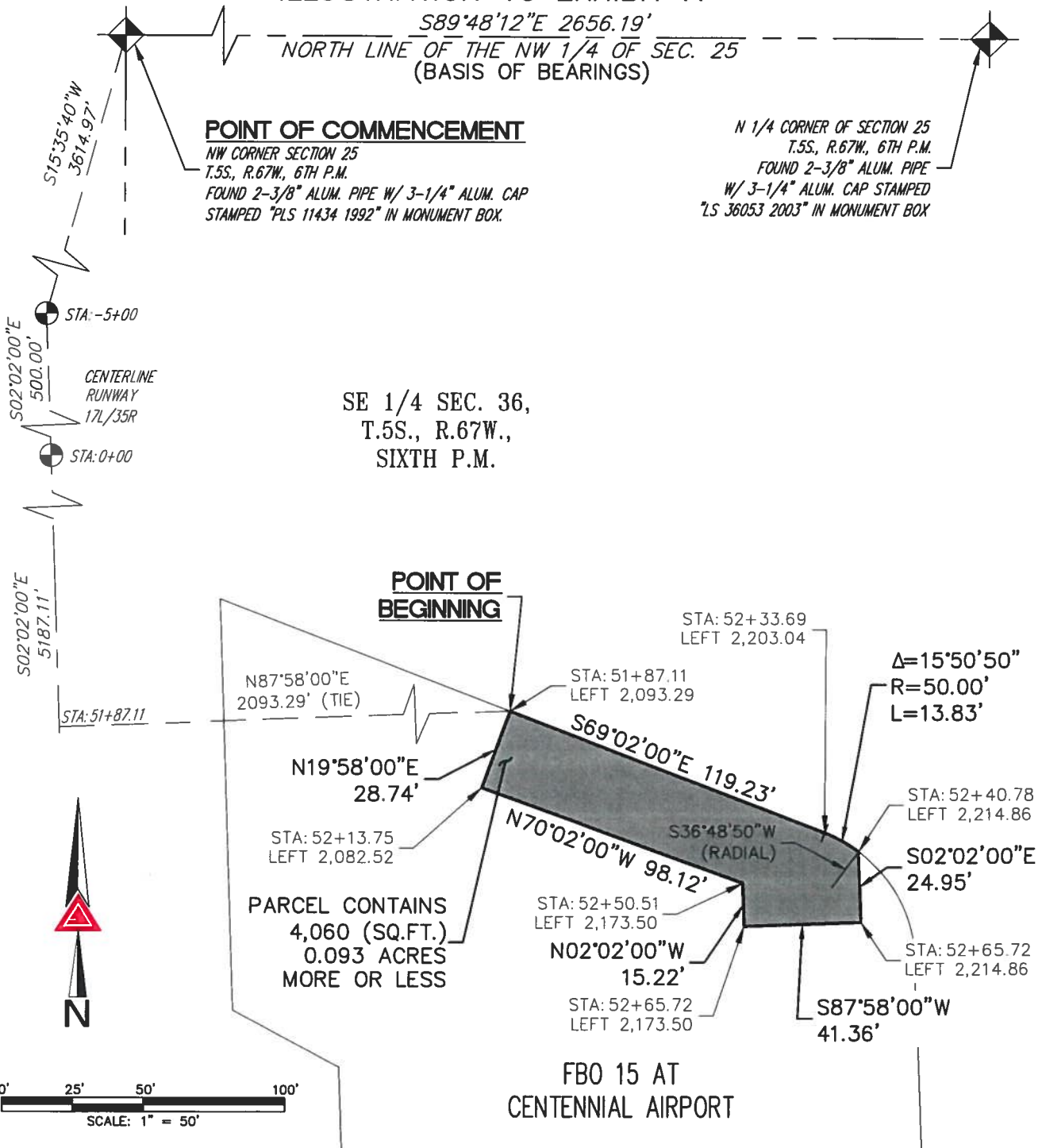
ILLUSTRATION TO EXHIBIT A

$S89^{\circ}48'12''E$ 2656.19'
 NORTH LINE OF THE NW 1/4 OF SEC. 25
 (BASIS OF BEARINGS)

POINT OF COMMENCEMENT

NW CORNER SECTION 25
 T.5S., R.67W., 6TH P.M.
 FOUND 2-3/8" ALUM. PIPE W/ 3-1/4" ALUM. CAP
 STAMPED "PLS 11434 1992" IN MONUMENT BOX.

N 1/4 CORNER OF SECTION 25
 T.5S., R.67W., 6TH P.M.
 FOUND 2-3/8" ALUM. PIPE
 W/ 3-1/4" ALUM. CAP STAMPED
 "LS 36053 2003" IN MONUMENT BOX



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: CENT AIR LT 15 DRAIN ESMT.DWG
 DWG: BAM CHK: DED
 DATE: 2021-08-23
 SCALE: 1" = 50'

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

DRAINAGE EASEMENT
 SE 1/4 SEC. 36, T.5S., R.67W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO
 JOB NUMBER 104521-02 2 OF 2 SHEETS

Q: 104521-02 - CENTENNIAL AIRPORT LOT 15\DWG\EXHIBITS\