

Airport - please review. The drainage easement legal description will be provided to you when receiving from the applicant- do not sign the agreement yet.

UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this ____ day of _____, 2020, between Arapahoe County Public Airport Authority, whose legal address is 7800 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 80166, (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 PARCEL 50 B/E, located at 12000 E Control Tower Road (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

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 Cherry 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. EE20-008, and known as LOT 50BE Office and Hangar

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.

PRELIMINARY WEB DOCUMENT

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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 _____, 2020 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. _____

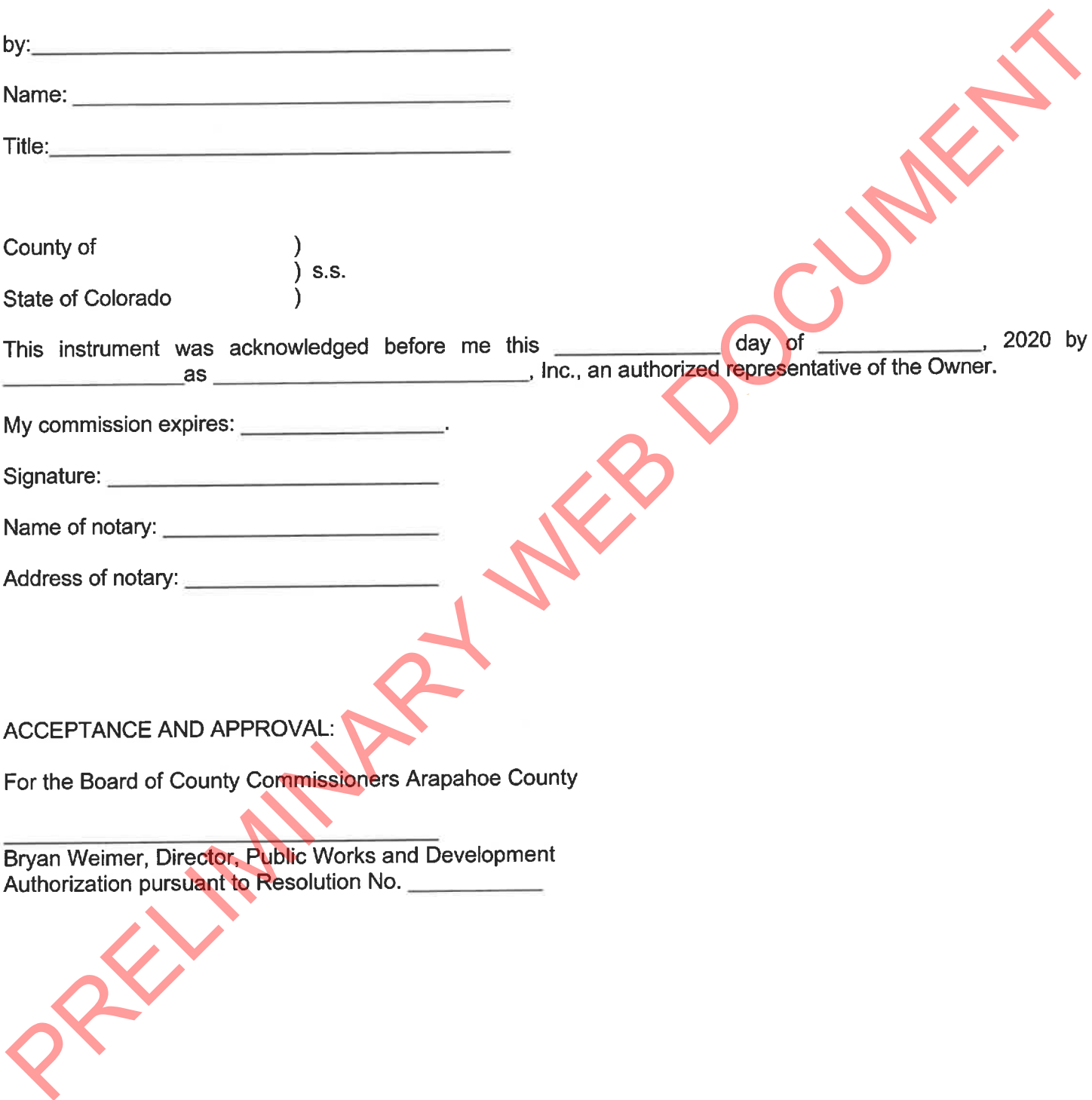


EXHIBIT A

{Legal Description of the drainage easement}

PRELIMINARY WEB DOCUMENT

**EXHIBIT A
SHEET 1 OF 2**

DESCRIPTION:

TWO (2) PARCELS OF LAND LOCATED IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF CENTENNIAL AIRPORT AUTHORITY LOT 50 B/E; THENCE SOUTH 02°02'31" EAST, ALONG THE EAST LINE OF SAID LOT 50 B/E, A DISTANCE OF 44.61 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°02'31" EAST A DISTANCE OF 147.01 FEET
THENCE SOUTH 87°57'29" WEST A DISTANCE OF 17.00 FEET;
THENCE NORTH 02°02'31" WEST A DISTANCE OF 147.01 FEET;
THENCE NORTH 87°57'29" EAST A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1 CONTAINS 2,500 SQ.FT. (0.06 AC.), MORE OR LESS.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF CENTENNIAL AIRPORT AUTHORITY LOT 50 B/E; THENCE SOUTH 02°02'31" EAST, ALONG THE EAST LINE OF SAID LOT 50 B/E, A DISTANCE OF 214.70 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°02'31" EAST A DISTANCE OF 20.39 FEET
THENCE NORTH 80°47'09" WEST A DISTANCE OF 107.42 FEET;
THENCE SOUTH 87°57'51" WEST A DISTANCE OF 82.65 FEET TO THE WEST LINE OF SAID LOT 50 B/E;
THENCE NORTH 02°02'31" WEST, ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET;
THENCE NORTH 87°57'51" EAST A DISTANCE OF 84.62 FEET;
THENCE SOUTH 80°47'09" EAST A DISTANCE OF 105.41 FEET TO THE POINT OF BEGINNING.

PARCEL 2 CONTAINS 3,801 SQ.FT. (0.09 AC.), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF PARCEL 50 B/E AS BEARING NORTH 87°57'29" WEST (ASSUMED).

PREPARED BY:
ALAN H. BAILEY PLS No. 38035

ON BEHALF OF
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672

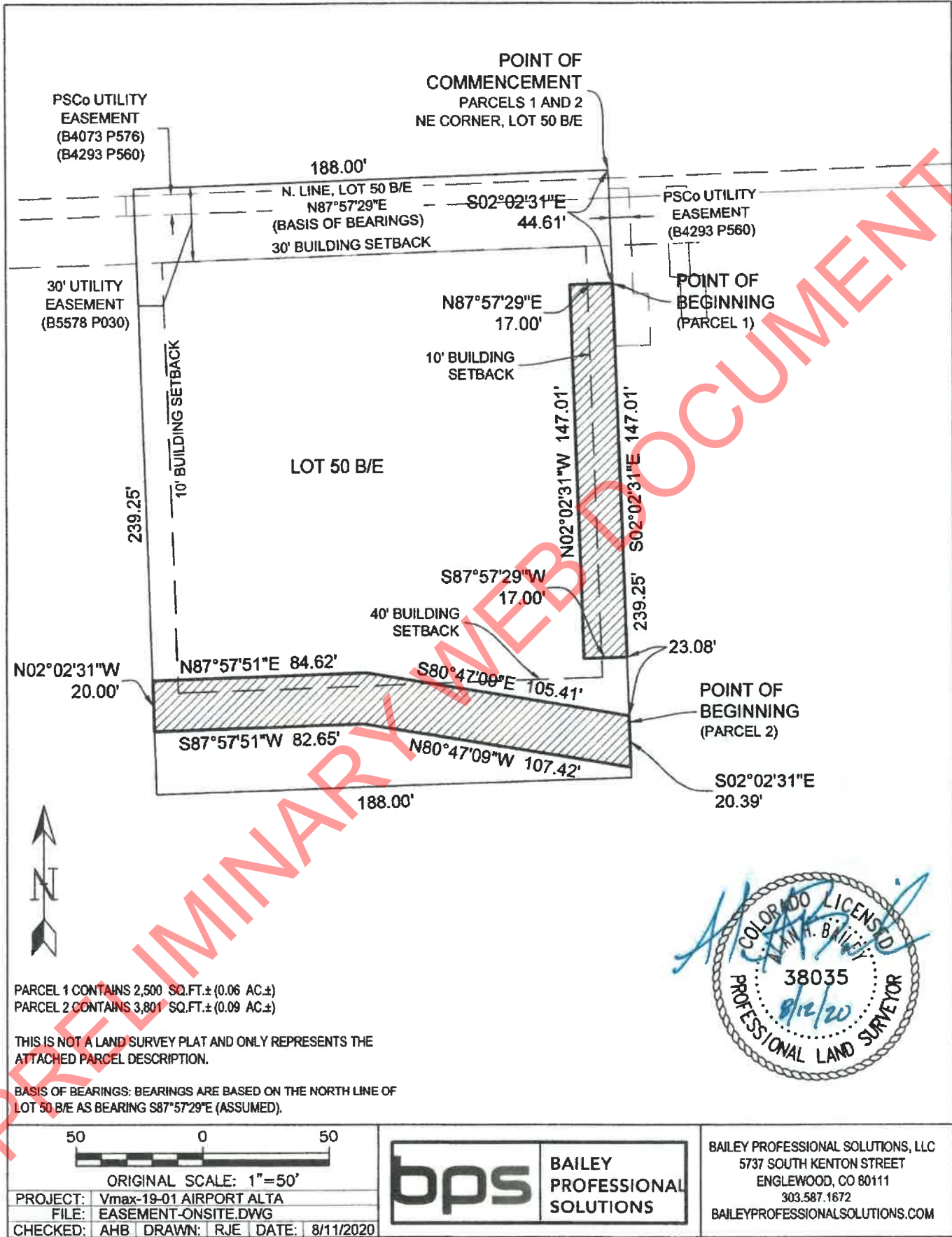


PROJECT: Vmax-19-01 AIRPORT ALTA
FILE: EASEMENT-ONSITE.DWG
CHECKED: AHB DRAWN: RJE DATE: 8/11/2020



BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672
BAILEYPROFESSIONALSOLUTIONS.COM

**EXHIBIT A
SHEET 2 OF 2**



PARCEL 1 CONTAINS 2,500 SQ.FT.± (0.06 AC.±)
PARCEL 2 CONTAINS 3,801 SQ.FT.± (0.09 AC.±)

THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED PARCEL DESCRIPTION.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF LOT 50 B/E AS BEARING S87°57'29"E (ASSUMED).

LESSEE'S CONSENT TO UNIFORM EASEMENT AGREEMENT

WHEREAS, Arapahoe County Public Airport Authority ("Owner") and current lessee, Parcel 50 B/E, LLC (the "Lessee") entered the Parcel 50 B/E Ground Lease dated August 14, 1997 (the "Lease");

WHEREAS, the property depicted in Exhibit A of the Uniform Easement Deed and Revocable Storm Drainage License Agreement dated _____ (the "Uniform Easement") includes a portion of the Parcel 50 B/E property leased under the Lease; and

WHEREAS, Lessee has requested Owner's cooperation in granting the easement under this Uniform Easement to the Board of County Commissioners of Arapahoe County, Colorado (the "County") and Owner has requested Lessee's written consent to this Uniform Easement.

NOW, THEREFORE, Lessee hereby consents to this Uniform Easement.

LESSEE:

Parcel 50 B/E, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

PRELIMINARY WEB DOCUMENT

PRELIMINARY WEB DOCUMENT

LESSEE'S CONSENT TO UNIFORM EASEMENT AGREEMENT

WHEREAS, Arapahoe County Public Airport Authority ("Owner") and current lessee, Arapahoe Airport Joint Venture No. 1 (the "Lessee") entered the Parcel 50-5 Ground Lease dated September 24, 1981, as amended by the First Amendment through the Fifth Amendment, 1997 (collectively, the "Lease");

WHEREAS, the property depicted in Exhibit A of the Uniform Easement Deed and Revocable Storm Drainage License Agreement dated _____ (the "Uniform Easement") includes a portion of the Parcel 50-5 property leased under the Lease; and

WHEREAS, Owner has requested the Lessee's cooperation in consenting to the Owner's granting the easement under this Uniform Easement to the Board of County Commissioners of Arapahoe County, Colorado (the "County") and Owner has requested Lessee's written consent to this Uniform Easement.

NOW, THEREFORE, Lessee hereby consents to this Uniform Easement.

LESSEE:

Arapahoe Airport Joint Venture No. 1

By: _____

Print Name: _____

Title: _____

Date: _____

PRELIMINARY WEB DOCUMENT