



Board Summary Report

Date: September 18, 2019

To: Arapahoe County Board of County Commissioners

Through: Bryan Weimer, Director
Public Works and Development

Through: Chuck Haskins, PE, Division Manager
Public Works and Development – Engineering Services Division

From: Sue Liu, PE, Engineer III
Engineering Services Division

Case name: E19-036 Colorado Skies Academy Module Units

Subject: Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement within the Colorado Skies Academy Module Units Development

Purpose and Recommendation:

The purpose of this report is to request the Board accept the conveyance of one (1) drainage easement for recordation by separate document and to allow Bryan Weimer, Director, Department of Public Works and Development to execute the specific easement on behalf of the Board.

Staff has reviewed the drainage easement and has determined that they meet the County’s requirements. Staff recommends that the drainage easement, granted by Arapahoe County Public Airport Authority, be accepted by the Board.

Background:

The drainage easement is located within parcels of Land known as “Parcels 4-3A and 4-3B” Located in the Southeast ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian, and is related to the development known as Colorado Skies Academy Module Units Development (hereinafter referred to as "Plan"). The site is located within the Centennial Airport.

There is one major drainageway in the area, Windmill Creek. This development seeks to discharge approved quantities and flows of clean stormwater into the County’s storm drainage collector facilities, existing regional detention and water quality ponds, W1/W2, on Windmill Creek. The Owner of the site requests that the attached drainage easement be conveyed to the County prior to the Plan being approved by the Engineering Services Division.

Links to Align Arapahoe

To enhance the quality of life for citizens of Arapahoe County to address their basic needs.

Alternatives

N/A

Fiscal Impact

There is no fiscal impact related to this request.

Concurrence

The Uniform Easement Deed and Revocable Storm Drainage License Agreement was reviewed by the County Attorney’s Office and the attached legal descriptions were reviewed by Mapping.

Actions Requested:

1. Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within a parcels of Land known as “Parcels 4-3A and 4-3B” Located in the Southeast ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian for the Floors and Doors Hanger Development
2. Authorize Bryan Weimer, Director, Department of Public Works and Development to execute the specific easement on behalf of the Board.



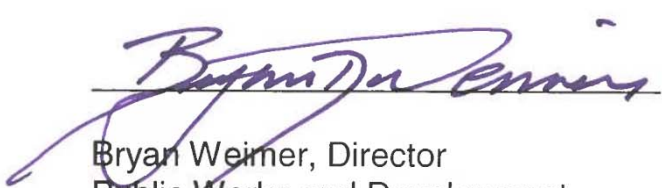
Sue Liu, PE, Engineer III
Engineering Services Division



Chuck Haskins, PE, Division Manager
Engineering Services Division



Robert Hill, Senior Assistant County Attorney
Attorney’s Office



Bryan Weimer, Director
Public Works and Development

Attachments: Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement



ACCEPTANCE OF DRAINAGE EASEMENT

RESOLUTION NO. _____ It was moved by Commissioner _____ and duly seconded by Commissioner _____ to accept, upon recommendation of the County's Case Engineer and Director of the Public Works and Development Department, the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement within parcels of Land known as "Parcels 4-3A and 4-3B" Located in the Southeast ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian, dated August 16, 2019, granted by Arapahoe County Public Airport Authority conveying the following real property interest to the County:

LEGAL DESCRIPTION:

DRAINAGE EASEMENT

A PORTION OF THOSE CERTAIN PARCELS OF LAND KNOWN AS PARCELS 4-3A AND 4-3B, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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, SAID CENTERLINE BEARS SOUTH 02°02'00" EAST AND IS THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

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

THENCE ALONG THE CENTERLINE OF SAID RUNWAY CONTINUING, SOUTH 02°02'00" EAST, A DISTANCE OF 6,304.02 FEET TO STATION 63+04.02;

THENCE DEPARTING SAID CENTERLINE, NORTH 87°58'00" EAST, A DISTANCE OF 4,020.36 FEET TO STATION 63+04.02, 4,020.36 FEET LEFT OF SAID CENTERLINE AND THE **POINT OF BEGINNING**;

THENCE NORTH 17°00'00" WEST, A DISTANCE OF 24.00 FEET TO STATION 62+80.83, 4,014.16 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 73°00'00" EAST, A DISTANCE OF 66.40 FEET TO STATION 62+63.68, 4,078.31 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 17°00'00" WEST, A DISTANCE OF 75.00 FEET TO STATION 61+91.22, 4,058.94 FEET LEFT OF SAID CENTERLINE;

THENCE NORTH 73°00'00" EAST, A DISTANCE OF 24.00 FEET TO STATION 61+85.03, 4,082.13 FEET LEFT OF SAID CENTERLINE;

THENCE SOUTH 17°00'00" EAST, A DISTANCE OF 99.00 FEET TO STATION 62+80.67, 4,107.70 FEET LEFT OF SAID CENTERLINE;

THENCE SOUTH 73°00'00" WEST, A DISTANCE OF 90.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.091 ACRES, (3,970 SQUARE FEET), MORE OR LESS.



ACCEPTANCE OF DRAINAGE EASEMENT

The Easements shall be used in connection with Arapahoe County Case No. E19-036, and known as E19-036 Colorado Skies Academy Module Units, and are accepted for the easement purposes expressed in the instrument.

Unless expressly stated in the instrument, Arapahoe County does not accept any interest in the property, including any responsibility for maintenance, repair, decontamination, cleanup, or hazardous material response on any portion of the real estate other than the improvements installed by or for Arapahoe County.

Authorization is hereby given to the Director of the Department of Public Works and Development to execute the subject easements on behalf of the Board of County Commissioners.

VOTE

The vote was:

Commissioner Baker,; Commissioner Conti,; Commissioner Holen,; Commissioner Jackson, ;
Commissioner Sharpe,.

The Chair declared the motion carried and so ordered.

UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Easement Deed and Revocable Storm Drainage License Agreement is made this 12 day of September, 2019, 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 A Tract of Land Located at Centennial Airport in the Southwest 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:

Temporary 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. E19-036, and known as Colorado Skies Academy – Modular Units

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 License Agreement be interpreted in accordance with the requirements of the subdivision improvement agreement ("SIA") and the Plan, if any. 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.

This Uniform Easement Deed and Revocable Storm Drainage License Agreement is intended as an interim Easement and License for purposes of a temporary drainage facility to serve temporary structures that are intended to be replaced with a new and permanent water quality facilities with the construction of permanent school structures. As such, the easement rights granted to County hereunder are intended to be interim, but will continue in force until extinguished by the County and replaced with a new Uniform Easement Deed and Revocable Storm Drainage License Agreement for the permanent water quality facilities that is approved by the Board of County Commissioners of Arapahoe County in accordance with law and County regulation.

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.

Exhibit A

LEGAL DESCRIPTION

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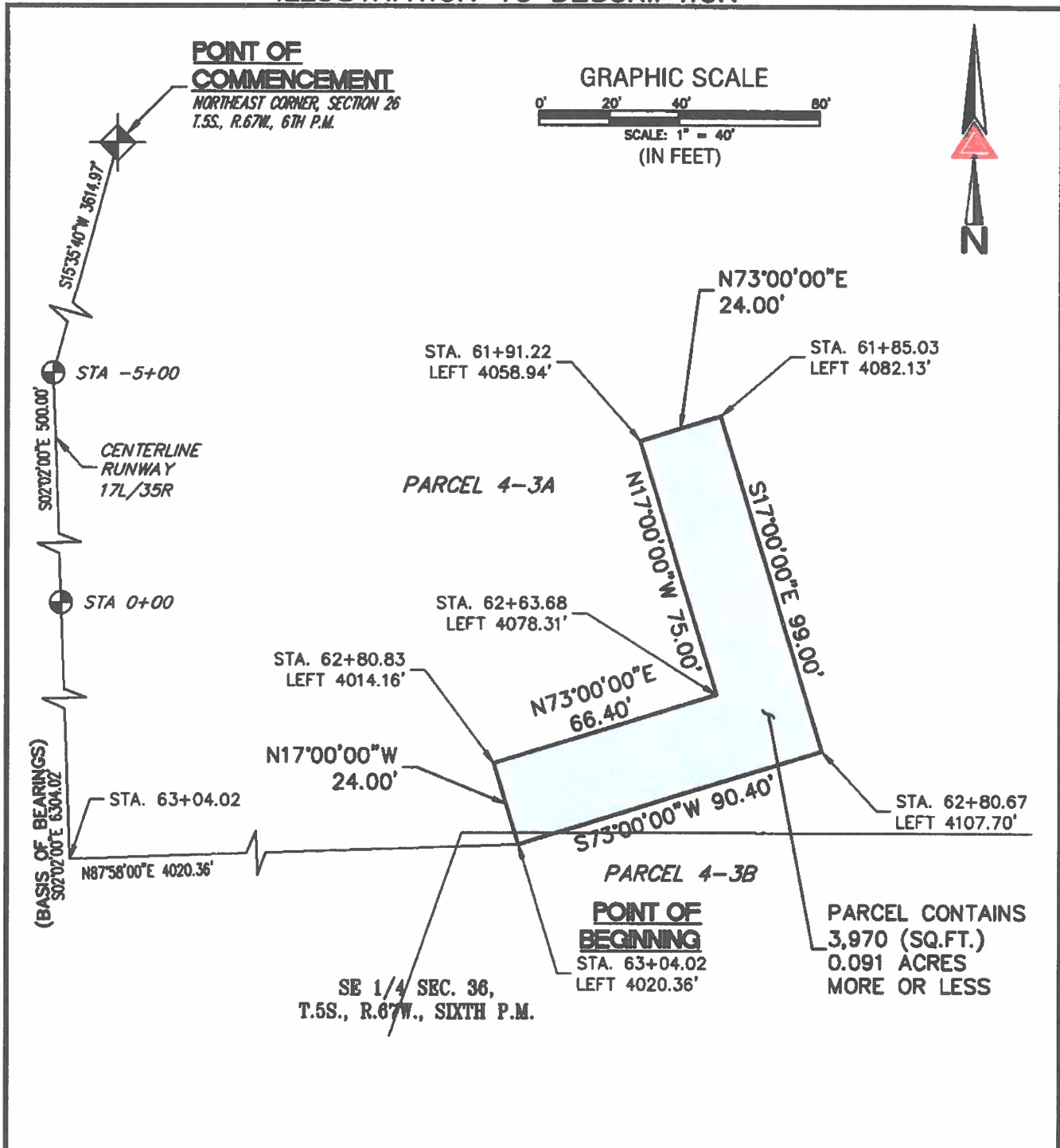
CONTAINING AN AREA OF 0.091 ACRES, (3,970 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



GERALD E. BOYSEN JR.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
(303) 718-1898

ILLUSTRATION TO DESCRIPTION



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

PATH:
 DWG NAME: LEAD EASEMENT 4
 DWG: YM CHK: GFB
 DATE: 8/16/19
 SCALE: 1" = 40'

AZTEC
 CONSULTANTS, INC.
 308 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 149119-01 2 OF 2 SHEETS