



Board Summary Report

Date: February 11, 2020

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: E19-068 Centennial Airport Community and Administration Facility

Subject: Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easement within the Centennial Airport Community and Administration Facility 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 in northwest ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian, and is related to the development known as Centennial Airport Community and Administration Facility Development (hereinafter referred to as "Plan"). The site is located within the Centennial Airport.

There is one major drainageway in the area, Lone Tree 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, L2 and L3, on Lone Tree 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

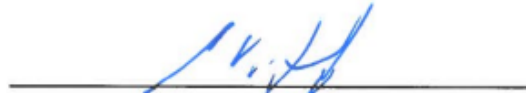
The Uniform Easement Deed and Revocable Storm Drainage License Agreement was reviewed by the County Attorney’s Office and the attached legal descriptions were reviewed by Mapping.

Actions Requested:

1. Approval and acceptance of the Uniform Easement Deed and Revocable Storm Drainage License Agreement for Drainage Easements within a northwest ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian for the Centennial Airport Community and Administration Facility 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 "northwest ¼ of Section 36, Township 5 South, Range 67 West of the Sixth Principle Meridian", dated January 13, 2020, granted by Arapahoe County Public Airport Authority conveying the following real property interest to the County:

LEGAL DESCRIPTION:

DRAINAGE EASEMENT

A PERMANENT EASEMENT CONTAINING 4,145 SQUARE FEET, MORE OR LESS, LOCATED IN NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A FOUND 2" ALUMINUM CAP;

THENCE S 48°37'23" E, A DISTANCE OF 4,276.23 FEET TO THE **POINT OF BEGINNING**;

THENCE N 88°05'15" E, A DISTANCE OF 24.09 FEET;

THENCE N 87°54'34" E, A DISTANCE OF 77.30 FEET;

THENCE N 87°48'29" E, A DISTANCE OF 52.26 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 4.42 FEET, A CENTRAL ANGLE OF 76°38'03", A DISTANCE OF 5.92 FEET, (A CHORD BEARING S 44°38'52" E, A DISTANCE OF 5.49 FEET);

THENCE S 01°33'26" E, A DISTANCE OF 2.07 FEET;

THENCE S 04°07'57" W, A DISTANCE OF 1.92 FEET;

THENCE S 01°34'07" E, A DISTANCE OF 9.90 FEET;

THENCE S 78°58'03" W, A DISTANCE OF 3.83 FEET;

THENCE S 76°50'03" W, A DISTANCE OF 1.77 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 7.31 FEET, A CENTRAL ANGLE OF 37°59'14", A DISTANCE OF 4.85 FEET, (A CHORD BEARING S 55°41'32" W, A DISTANCE OF 4.76 FEET);

THENCE S 39°49'39" W, A DISTANCE OF 3.40 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 6.87 FEET, A CENTRAL ANGLE OF 52°53'35", A DISTANCE OF 6.34 FEET, (A CHORD BEARING S 66°25'30" W, A DISTANCE OF 6.12 FEET);



ACCEPTANCE OF DRAINAGE EASEMENT

THENCE S 89°40'37" W, A DISTANCE OF 12.68 FEET;

THENCE S 87°44'00" W, A DISTANCE OF 61.19 FEET;

THENCE S 02°11'56" E, A DISTANCE OF 1.44 FEET;

THENCE S 88°03'28" W, A DISTANCE OF 65.01 FEET;

THENCE N 01°54'27" W, A DISTANCE OF 1.35 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 3.13 FEET, A CENTRAL ANGLE OF 91°24'22", A DISTANCE OF 4.99 FEET, (A CHORD BEARING N 51°59'31" W, A DISTANCE OF 4.48 FEET);

THENCE N 03°26'18" W, A DISTANCE OF 2.13 FEET;

THENCE S 80°03'07" W, A DISTANCE OF 0.45 FEET;

THENCE N 01°40'10" W, A DISTANCE OF 15.95 FEET;

THENCE N 80°41'28" E, A DISTANCE OF 0.44 FEET;

THENCE N 02°42'16" W, A DISTANCE OF 1.77 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 2.87 FEET, A CENTRAL ANGLE OF 92°18'01", A DISTANCE OF 4.63 FEET, (A CHORD BEARING N 38°37'25" E, A DISTANCE OF 4.14 FEET), MORE OR LESS, TO THE **POINT OF BEGINNING**.

THE ABOVE PERMANENT EASEMENT CONTAINS 4,145 SQUARE FEET OR 0.095 ACRES, MORE OR LESS.

The Easements shall be used in connection with Arapahoe County Case No. E19-068, and known as Centennial Airport Community and Administration Facility, 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 14 day of November 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 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:

Grass Swale

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. E19-068, and known as Centennial Airport Community and Administration Facility

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: Thad Bagnato

Name: Thad Bagnato

Title: Chair Pro Tem

County of Arapahoe)
) s.s.
State of Colorado)

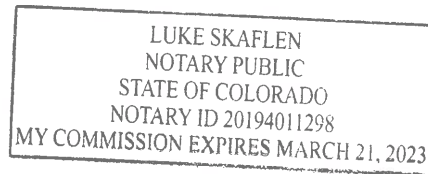
This instrument was acknowledged before me this 14th day of November, 2019 by Thad Bagnato as Chair Pro Tem of the Inc., an authorized representative of the Owner.
Arapahoe county Public Airport Authority

My commission expires: 3-21-2023.

Signature: Luke Skaflen

Name of notary: Luke Skaflen

Address of notary: 6231 S. Endora Way
Centennial, CO 80121



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
Permanent Drainage Easement
Page 1 of 3
January 13, 2020

A PERMANENT EASEMENT CONTAINING 4,145 SQUARE FEET, MORE OR LESS, LOCATED IN NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A FOUND 2" ALUMINUM CAP;

THENCE S 48°37'23" E, A DISTANCE OF 4,276.23 FEET TO THE **POINT OF BEGINNING**;

THENCE N 88°05'15" E, A DISTANCE OF 24.09 FEET;

THENCE N 87°54'34" E, A DISTANCE OF 77.30 FEET;

THENCE N 87°48'29" E, A DISTANCE OF 52.26 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 4.42 FEET, A CENTRAL ANGLE OF 76°38'03", A DISTANCE OF 5.92 FEET, (A CHORD BEARING S 44°38'52" E, A DISTANCE OF 5.49 FEET);

THENCE S 01°33'26" E, A DISTANCE OF 2.07 FEET;

THENCE S 04°07'57" W, A DISTANCE OF 1.92 FEET;

THENCE S 01°34'07" E, A DISTANCE OF 9.90 FEET;

THENCE S 78°58'03" W, A DISTANCE OF 3.83 FEET;

THENCE S 76°50'03" W, A DISTANCE OF 1.77 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 7.31 FEET, A CENTRAL ANGLE OF 37°59'14", A DISTANCE OF 4.85 FEET, (A CHORD BEARING S 55°41'32" W, A DISTANCE OF 4.76 FEET);

THENCE S 39°49'39" W, A DISTANCE OF 3.40 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 6.87 FEET, A CENTRAL ANGLE OF 52°53'35", A DISTANCE OF 6.34 FEET, (A CHORD BEARING S 66°25'30" W, A DISTANCE OF 6.12 FEET);

THENCE S 89°40'37" W, A DISTANCE OF 12.68 FEET;

THENCE S 87°44'00" W, A DISTANCE OF 61.19 FEET;

THENCE S 02°11'56" E, A DISTANCE OF 1.44 FEET;

THENCE S 88°03'28" W, A DISTANCE OF 65.01 FEET;

THENCE N 01°54'27" W, A DISTANCE OF 1.35 FEET;

EXHIBIT A
Permanent Drainage Easement
Page 2 of 3
January 13, 2020

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 3.13 FEET, A CENTRAL ANGLE OF 91°24'22", A DISTANCE OF 4.99 FEET, (A CHORD BEARING N 51°59'31" W, A DISTANCE OF 4.48 FEET);

THENCE N 03°26'18" W, A DISTANCE OF 2.13 FEET;

THENCE S 80°03'07" W, A DISTANCE OF 0.45 FEET;

THENCE N 01°40'10" W, A DISTANCE OF 15.95 FEET;

THENCE N 80°41'28" E, A DISTANCE OF 0.44 FEET;

THENCE N 02°42'16" W, A DISTANCE OF 1.77 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 2.87 FEET, A CENTRAL ANGLE OF 92°18'01", A DISTANCE OF 4.63 FEET, (A CHORD BEARING N 38°37'25" E, A DISTANCE OF 4.14 FEET), MORE OR LESS, TO THE **POINT OF BEGINNING**.

THE ABOVE PERMANENT EASEMENT CONTAINS 4,145 SQUARE FEET OR 0.095 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FOR THE PURPOSE OF THIS DESCRIPTION, THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 2" ALUMINUM CAP (LS 22088, 2005) AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 26, AND BY A 2" ALUMINUM CAP (LS 22088, 2005) AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 26, BEARING N89°52'43"E.

PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
4201 E. YALE AVE., STE 230
DENVER, CO 80222

CENTER 1/4 SECTION 26
 FOUND 2" ALUMINUM CAP
 IN RANGE BOX
 PLS 22088, 2005

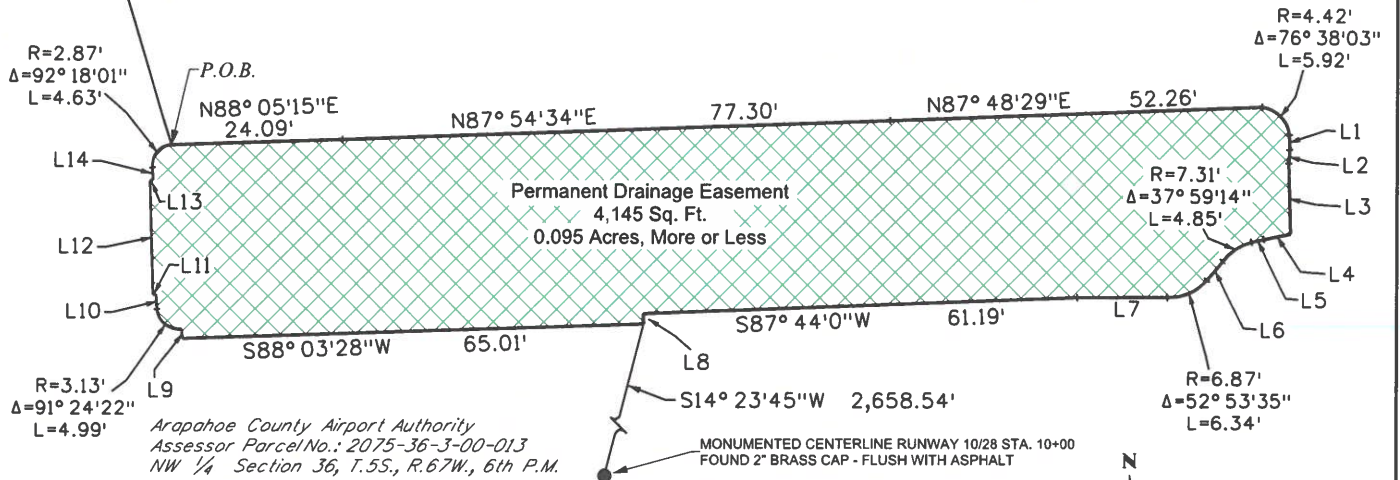
EAST 1/4 SECTION 26
 FOUND 2" ALUMINUM CAP
 IN RANGE BOX
 PLS 22088, 2005

N89° 52'43"E (Basis of Bearing) N89° 28'06"E (R1)
 S. Line NE 1/4 Section 26, T.5S., R.67W., 6TH P.M.

(R1) = Per Arapahoe County Control Diagram
 Phase I Dated October 30, 1995

LINE TABLE

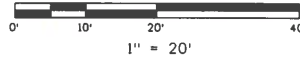
L1	S01° 33'26"E	2.07'	L8	S02° 11'56"E	1.44'
L2	S04° 07'57"W	1.92'	L9	N01° 54'27"W	1.35'
L3	S01° 34'07"E	9.90'	L10	N03° 26'18"W	2.13'
L4	S78° 58'03"W	3.83'	L11	S80° 03'07"W	0.45'
L5	S76° 50'03"W	1.77'	L12	N01° 40'10"W	15.95'
L6	S39° 49'39"W	3.40'	L13	N80° 41'28"E	0.44'
L7	S89° 40'37"W	12.68'	L14	N02° 42'16"W	1.77'



Arapahoe County Airport Authority
 Assessor Parcel No.: 2075-36-3-00-013
 NW 1/4 Section 36, T.5S., R.67W., 6th P.M.

EXHIBIT A

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.



Job No.	174-0001.2
Scale	1" = 20'
Date	January 13, 2020
Page	3 of 3
Drawn By	SDB



105WEST
 INCORPORATED
 4201 E. Yale Ave., STE 230
 Denver, CO 80222

EXHIBIT B

{Legal Description of the property}

7565 S. Peoria St
Englewood, CO 80112