UNIFORM EASEMENT DEED AND REVOCABLE STORM DRAINAGE LICENSE AGREEMENT

This Uniform Easement Deed and Revocable Storm Drainage License Agreement ("Agreement") is made this _____ day of _____, 2026, between THE CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose principal place of business is 1437 Bannock Street, Denver, Colorado 80202 (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 identified in Exhibit A (the "Development"). Owner wishes to grant, and County wishes to receive, an easement on the Development located as set forth in Exhibit B (the "Easement Property"). Further, Owner desires a license from the County to use certain components of County's storm drainage facilities to discharge approved volumes of clean stormwater from the Development. The County has agreed to license Owner's use upon the terms of this Agreement, which includes the grant by Owner of a permanent drainage and storm drainage easement to the County.

For and in consideration of the sum of Ten Dollars and NO/100 ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner, on behalf of itself, its successors, tenants, licensees, heirs, and assigns, hereby grants and conveys to County, its successors and assigns, a permanent non-exclusive easement to enter, re-enter, occupy and use the Easement Property for the purpose of constructing, connecting, disconnecting, rerouting, enlarging, removing, repairing, operating, monitoring and testing, and maintaining above-ground, surface, and underground:

storm sewer facilities, detention ponds, and related 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 Resolution 970877, adopted by the Board of County Commissioners for Arapahoe County and recorded at Reception No. A7066570 (the "Resolution"), incorporated herein by this reference.

County hereby grants to Owner and to the successors, heirs and permitted assigns of Owner, a revocable license ("License") to discharge approved quantities and flows, as set forth in the Phase III Drainage Report dated June 11, 2026, of clean stormwater into County's storm drainage collector facility Murphy Creek, located near the intersection of South Gun Club Road and East Hampden Avenue, in Arapahoe County, Colorado (the "Outfall"), upon the terms and conditions stated in the Resolution, incorporated herein by this reference.

This Agreement relates to that certain Engineering Case No. EE26-001 (the "Plan") and known as Renewable Natural Gas Facility, Denver Arapahoe Disposal Site.

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.

The parties intend that the terms of this Agreement be interpreted in accordance with the requirements of the Improvements Agreement ("IA") associated with the Plan. In the event of irreconcilable conflict between or among the terms of this Agreement or the terms of the IA or the Plan, the terms of this Agreement shall control.

This Agreement shall be recorded in the real property records of Adams County, Colorado, and shall run with the land. Termination, revocation or nonrenewal of the License shall not affect County's rights granted under this Agreement. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Owner and County.

The County may assign its rights under this Agreement, in whole or in part. Upon such assignment the County shall be released from all obligations and liabilities to the extent so assigned.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Owner: THE CITY AND COUNTY OF DENVER

By: Please see signature page attached hereto

Name: _____

Title: _____

STATE OF COLORADO
COUNTY OF ARAPAHOE

The above and foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

_____
Notary Signature

_____
Title of Office

Contract Control Number: FINAN-202684998-00
Contractor Name: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: FINAN-202684998-00
Contractor Name: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO

By: see signature page attached

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

For the Board of County Commissioners

_____

Ceila Rethamel, Acting Director
Public Works and Development Arapahoe County Department of Public Works and Development
Authorization pursuant to Resolution No._____

EXHIBIT A
PARCEL
DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (UNINCORPORTATED), STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 31, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (UNINCORPORTATED), STATE OF COLORADO, EXCEPTING THEREFROM ALL PUBLIC RIGHTS-OF-WAY.

EXHIBIT ~~A~~ B

LEGAL DESCRIPTION

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (UNINCORPORATED), STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31;

THENCE NORTH 42°18’03” EAST, A DISTANCE OF 1785.71 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°59'06" WEST, A DISTANCE OF 68.37 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.01 FEET, A CENTRAL ANGLE OF 90°00'54", AN ARC LENGTH OF 78.57 FEET, THE CHORD OF WHICH BEARS NORTH 45°00'27" WEST, 70.74 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 121.61 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.82 FEET, A CENTRAL ANGLE OF 81°59'43", AN ARC LENGTH OF 78.45 FEET, THE CHORD OF WHICH BEARS NORTH 40°59'52" EAST, 71.92 FEET TO A NON-TANGENT LINE;

THENCE NORTH 66°15'27" EAST, A DISTANCE OF 146.90 FEET;

THENCE NORTH 32°58'07" WEST, A DISTANCE OF 2.90 FEET;

THENCE NORTH 66°15'27" EAST, A DISTANCE OF 16.00 FEET;

THENCE SOUTH 32°58'07" EAST, A DISTANCE OF 35.01 FEET;

THENCE SOUTH 66°15'27" WEST, A DISTANCE OF 16.00 FEET;

THENCE NORTH 32°58'07" WEST, A DISTANCE OF 6.78 FEET;

THENCE SOUTH 66°15'27" WEST, A DISTANCE OF 92.78 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 2.89 FEET, TO A POINT ON A NON-TANGENT CURVE;

EXHIBIT ~~A~~ B
LEGAL DESCRIPTION

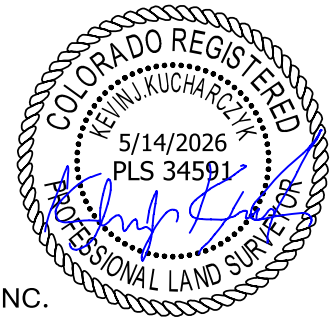
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 52.53 FEET, A CENTRAL ANGLE OF 92°36'54", AN ARC LENGTH OF 84.91 FEET, THE CHORD OF WHICH BEARS SOUTH 46°19'59" EAST, 75.96 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°01'32" EAST, A DISTANCE OF 123.94 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.01 FEET, A CENTRAL ANGLE OF 90°00'38", AN ARC LENGTH OF 78.57 FEET, THE CHORD OF WHICH BEARS SOUTH 44°58'47" WEST, 70.74 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE-DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 39,352 SQUARE FEET OR 0.903 ACRE, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTHWEST CORNER BY A FOUND 3 INCH BRASS CAP STAMPED “CITY OF AURORA LS 16419” IN RANGE BOX, AND AT THE SOUTH QUARTER CORNER BY A FOUND PIPE WITH 2-1/2 INCH BRASS CAP STAMPED “T4S, S.31, 1/4|T5S, S.6, 1988, LS 9652”, 0.8 FEET ABOVE THE GROUND. SAID LINE BEARS NORTH 89°41’53” EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.



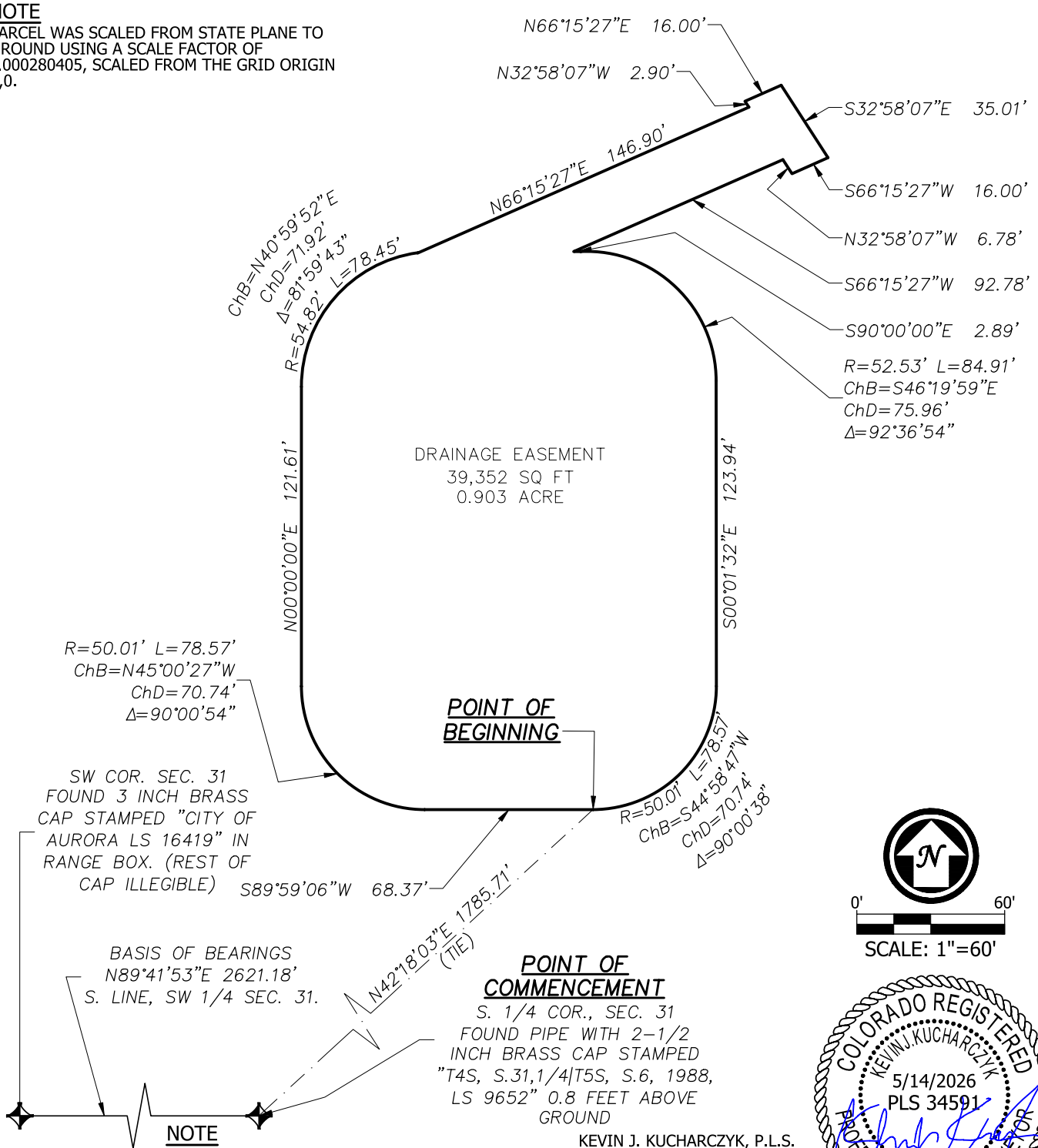
KEVIN J. KUCHARCZYK
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF
R&R ENGINEERS AND SURVEYORS, INC.

SURVAPP

EXHIBIT ~~A~~ B

ILLUSTRATION

NOTE
PARCEL WAS SCALED FROM STATE PLANE TO GROUND USING A SCALE FACTOR OF 1.000280405, SCALED FROM THE GRID ORIGIN 0,0.



NOTE
THIS MAP IS TO DEPICT THE ACCOMPANYING DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

COLORADO REGISTERED
KEVIN J. KUCHARCZYK
5/14/2026
PLS 34591
PROFESSIONAL LAND SURVEYOR

KEVIN J. KUCHARCZYK, P.L.S.
COLORADO REG. NO. 34591
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.

ILLUSTRATION				
REVISIONS	5/14/2026	EASEMENT LINEWORK	Orig. Issue Date: 2/27/2026	Sheet 3 of 3
			Drawn By: LMJ	
			Checked By: KJK	
			Project No. WM25282	

R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, COLORADO 80204
303-753-6730
www.rrengineers.com

May 14, 2026 - 8:57am Plotted by: ljavernick C:\Users\LJAVER~1\AppData\Local\Temp\AcPublish_6588\WM25282_Drainage Easement.dwg