# PERMANENT SLOPE AND DRAINAGE EASEMENT DEED

**THIS GRANT OF EASEMENT** (the "Easement") is made this 9th day of March, 2024, between **ARKADIA II, LLC**, a Colorado limited liability company, whose address is 10860 Democrat Road, Parker, Colorado 80134 (hereinafter **"Grantor"**), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter **"Grantee"**). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties" and singularly as a "Party."

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of **FORTY FOUR THOUSAND SIX HUNDRED SIXTY NINE DOLLARS AND NO CENTS ($44,669.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across Grantor's real property, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein (the "Easement Area"), for the use and purpose of constructing, maintaining and repairing drainage structures, utilities and roadway slopes, which shall include, but is not limited to, culverts, channels, ditch sections, storm sewers, detention areas, inlets, swales, utility facilities and cut and fill slopes (collectively the "Public Improvements"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Grantee shall have the full right and authority to modify slope grades within the Easement Area and install the Public Improvements above and below the ground surface within the Easement Area, as may be necessary to accommodate, use, operate, maintain and repair the Public Improvements, at Grantee's sole discretion.

2. Use by Grantor and Restrictions. Grantor retains the right to use and enjoy the Easement Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee. Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Area, unless specific written permission is obtained from Grantee. Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements or related structures within the Easement Area, unless specific written permission is obtained from the Grantee.

3. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing construction, maintenance and/or repair work on the Public Improvements, and this grant of easement shall not

be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

4. Notice. Grantee shall notify Grantor orally or in writing a minimum of twenty four (24) hours prior to entering the Easement Area to perform any construction, maintenance and/or repair activities.

5. Removal of Vegetation. Grantee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively, the "Vegetation") from within the Easement Area that may interfere with the Public Improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation identified by Grantor as to be protected if possible (and inform Grantor if not possible).

6. Repair and Restoration. Upon the completion of any work authorized by this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original grade and condition, except as necessarily modified to accommodate the Public Improvements, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

7. Removal of Equipment. Upon completion of any work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

8. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location once construction activities are completed, or at a location to be mutually determined between the Parties if it's not possible to reset or replace the disturbed fencing at its original location.

9. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction, maintenance and/or repair activities, shall be replaced with like kind materials by Grantee and may be reconfigured to tie into the Public Improvements constructed by Grantee.

10. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement.

11. Compliance with Laws. Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other

governmental requirements, including all stormwater management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.

12. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from the Use of the Easement Area by Grantee and its agents.

13. Endangered Species Act. The Easement Area may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Grantee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

14. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Area by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to construct, maintain and repair the Public Improvements. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Area caused or permitted by Licensee results in any contamination of the Easement Area, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Area to the condition existing prior to the introduction of any such Hazardous Material to the Easement Area, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Area. As used in this Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

15. Warranties and Disclaimers. Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise.

16. General Provision.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantee, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waiver or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantee and encumbered for the purpose of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Easement.

j. Counterparts. This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

k. Successors and Assigns. This Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**
**[SIGNATURES TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Easement on the date set forth above.

**GRANTOR:**

**ARKADIA II, LLC,**
**a Colorado limited liability company**

By: Ioannis E. Andrianakos
Title: Manager

STATE OF Colorado )
)ss.
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 9th day of March, 2024, by Ioannis E. Andrianakos as Manager of Arkadia II, LLC, a Colorado limited liability company.

Witness my hand and official seal

S E A L

GHASSAN LABIB TIMANI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104013143
MY COMMISSION EXPIRES APRIL 19, 2026

Ghassan Labib T-
Notary Public

My commission expires: 4/19/2026

**GRANTEE:**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**

**Attest:**

By:_____
GEORGE TEAL, Chair

By:_____
Kristin Randlett,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO )
)ss.
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by George Teal as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Kristin Randlett as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

_____
Notary Public

My commission expires:_____

# EXHIBIT A

## HILLTOP ROAD RIGHT-OF-WAY

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 25, 2013, AT RECEPTION NO. 2013086172 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT SOUTHEASTERLY CORNER OF LOT 1, HIDDEN VILLAGE FILING NO. 1, PER PLAT RECORDED APRIL 29, 1966, AT RECEPTION NO. 125234, IN SAID OFFICIAL RECORDS, WHENCE THE EASTERLY LINE OF SAID LOT 1 BEARS NORTH 00°32'13" EAST, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°32'13" EAST, A DISTANCE OF 39.94 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 00°32'13" EAST, A DISTANCE OF 16.71 FEET;

THENCE DEPARTING SAID EASTERLY LINE, SOUTH 84°26'02" EAST, A DISTANCE OF 198.12 FEET;

THENCE SOUTH 67°02'35" EAST, A DISTANCE OF 210.85 FEET;

THENCE SOUTH 64°16'05" EAST, A DISTANCE OF 449.99 FEET;

THENCE SOUTH 50°27'29" EAST, A DISTANCE OF 93.89 FEET;

THENCE SOUTH 69°06'32" EAST, A DISTANCE OF 265.59 FEET;

THENCE SOUTH 35°47'51" EAST, A DISTANCE OF 262.19 FEET;

THENCE SOUTH 31°09'18" EAST, A DISTANCE OF 230.66 FEET TO THE WESTERLY BOUNDARY OF TALLMAN GULCH, FILING NO. 1, PER PLAT RECORDED AT RECEPTION NO. 2006046645, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 00°07'50" WEST, A DISTANCE OF 17.13 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 44°02'10" WEST, A DISTANCE OF 106.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,924.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°37'52", AN ARC LENGTH OF 1,461.14 FEET;

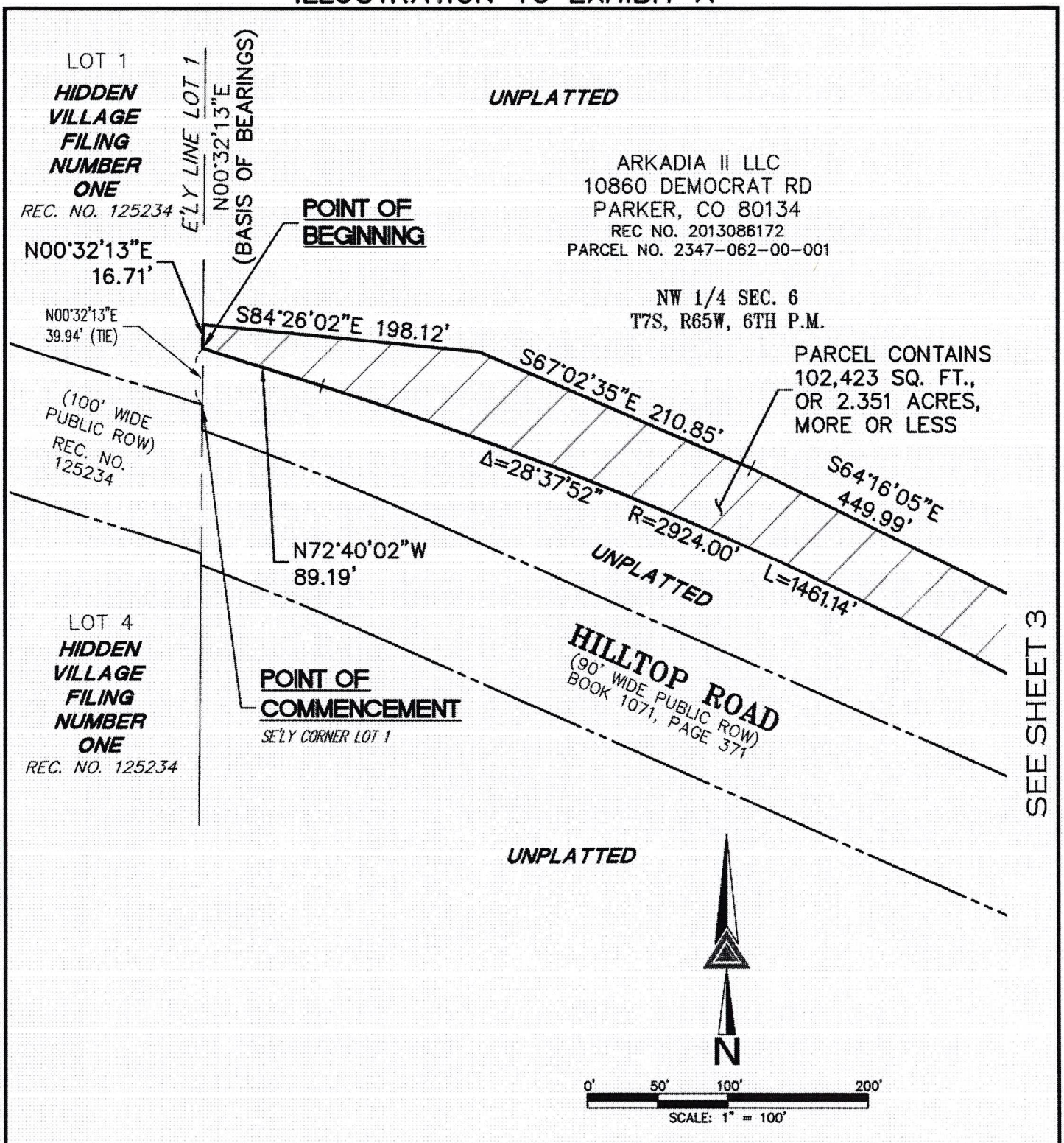
THENCE TANGENT TO SAID CURVE, NORTH 72°40'02" WEST, A DISTANCE OF 89.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 102,423 SQUARE FEET OR 2.351 ACRES, MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A




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


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


**PERMANENT EASEMENT**
HILLTOP ROAD
DOUGLAS COUNTY, COLORADO

PATH: Q:\15123-01 - HILLTOP ROAD ADDITIONAL SERVICES\DWG\EXHIBITS\2023-05-08 HILLTOP RD - PE 1 - ARKADIA.DWG
JOB NUMBER: 15123-01 DATE: 08/09/2023 DWG: RDS/RBA CHK: BJM 2 OF 4 SHEETS

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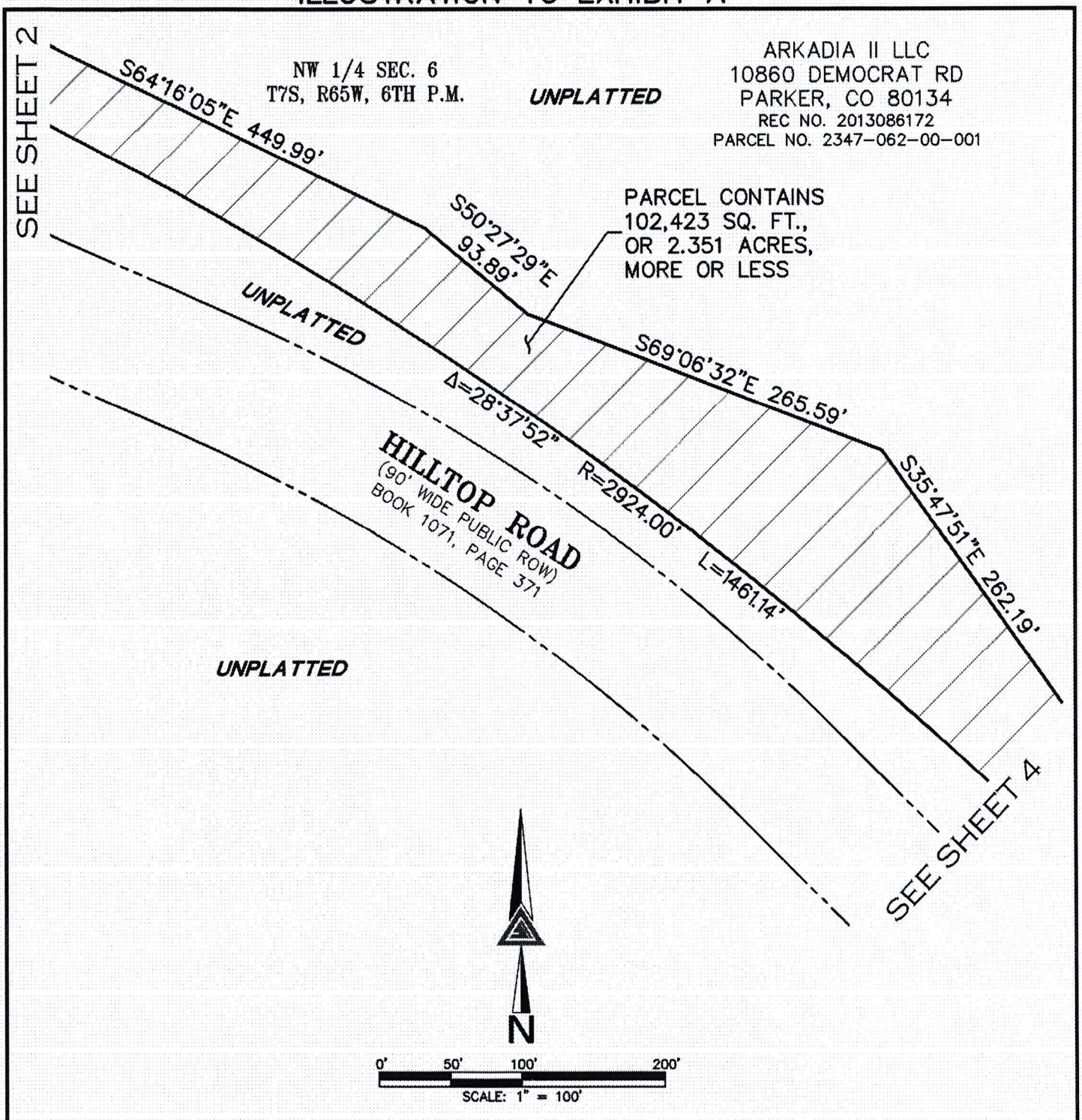


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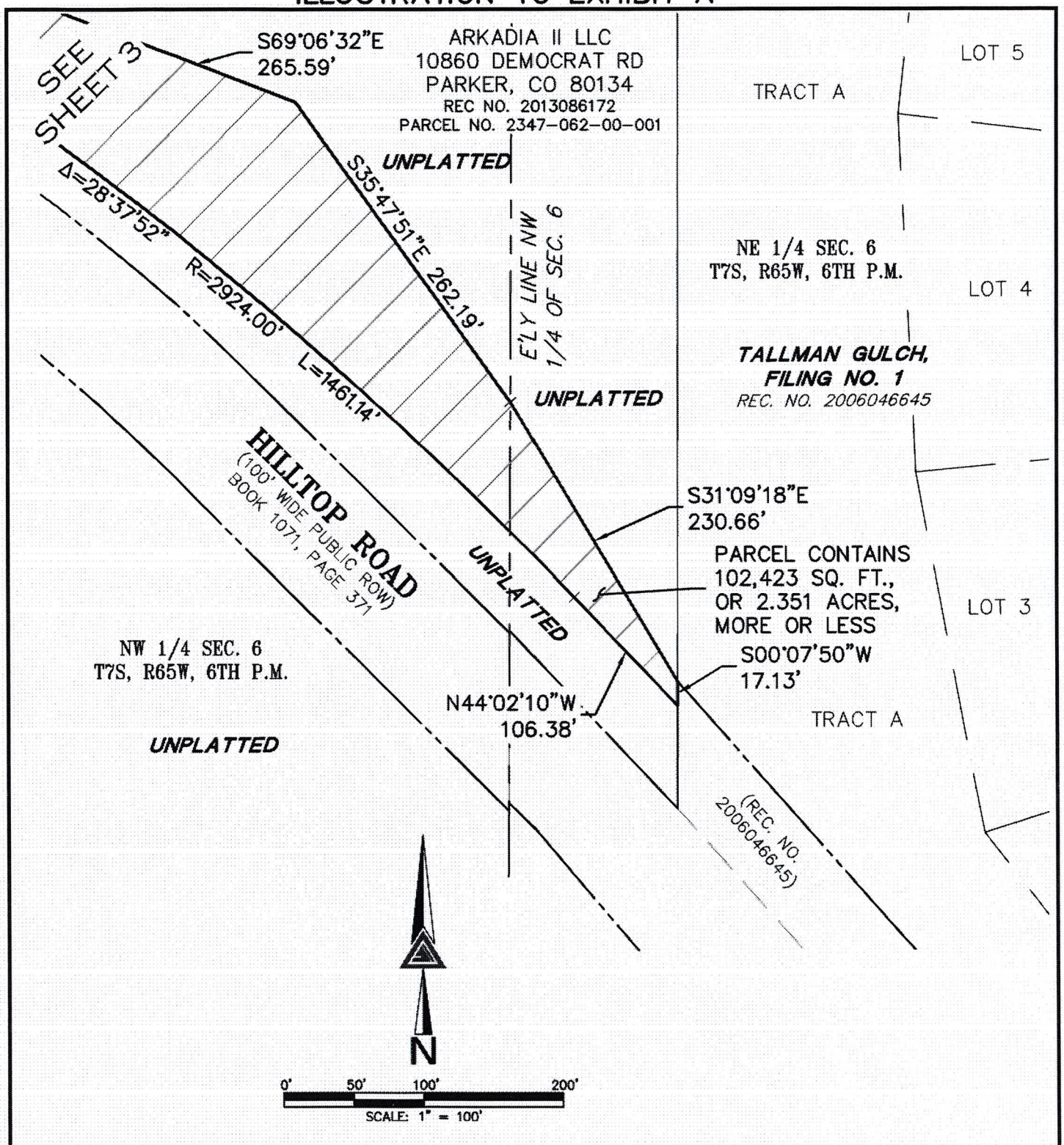


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