

FLOODPLAIN AND DRAINAGE EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged Arapahoe County Airport Authority whose address is 7565 South Peoria Street, Englewood, CO 80112, (the "GRANTOR"), hereby grants, bargains, sells and conveys to the COUNTY OF ARAPAHOE, a body corporate and politic of the State of Colorado, whose address is 5334 South Prince, Littleton, Colorado (the "County"), its successors and permitted assigns, a perpetual nonexclusive easement containing the 100 year floodplain of Windmill Creek the "Floodplain and Drainage Easement", to construct, operate, use, maintain, repair, replace and/or remove certain existing drainage channels, ditches, culverts, and pipes and appurtenances thereto ("Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Grantor hereby agrees to maintain the Floodplain and Drainage Easement as floodplain, and to restrict those uses within the Floodplain and Drainage Easement to only those allowed by the F zoning district, unless otherwise approved by the County. The uses allowed within the F zoning district are those as defined in the current Arapahoe County Zoning Regulations.

2. The County, its agents, successors and permitted assigns, including the Grantor, shall have and exercise the right of ingress and egress in, on, to, through, over, under and across

the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, upgrade, replacement, and/or removal of Improvements as necessary to maintain the 100 year floodplain of Windmill Creek.

3. Upon completion of construction, maintenance, repair, removal, or replacement activities, the County, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, to the condition it was in immediately prior to the initiation of its activities, except as necessarily modified to accommodate the Improvements.

4. The County shall have the right, but not the obligation, to enter upon the Premises and to survey, reconstruct, operate, use, maintain, repair, upgrade, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to the trimming or removal of trees and bushes. In addition, the County shall have the right, subject to the Grantor's reasonable approval, to use so much of the adjoining premises of the Grantor for those purposes as may be reasonably required.

5. The County shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action, which would impair the lateral or subjacent support for the Improvements.

6. The County shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Floodplain and Drainage Easement as are granted to and accepted by the County herein. In addition, the County shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or

public utility provider for purposes of reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The Grantor reserves the right to grant further easement interests in the Premises to other Grantees so long as such interests and uses are not inconsistent with the use of the Floodplain and Drainage Easement by the County, its successors and permitted assigns as described herein.

8. The County agrees that at such time and in the event that the Floodplain and Drainage Easement described herein be abandoned by the County, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

9. The Grantor warrants, covenants, grants, bargains and agrees to and with the County that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grants, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever. The Grantor further promises and agrees to warrant and forever defend the County in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

10. Any improvements installed on the Premises by the County shall be in a manner consistent with its ordinary operation and maintenance program.

11. Each and every one of the benefits and burdens of this Easement shall insure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the County.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Floodplain and Drainage Easement is abandoned or terminated pursuant to the terms set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Grantor/Owner: Arapahoe County Public Airport Authority

By: Thad Baginato

Name: Thad Baginato

Title: Chair

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

This foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2020 by Thad Baginato as Chair of Arapahoe County Public Airport Authority

My commission expires: 3/21/27. Witness my hand and official seal.

Luke Skaflen

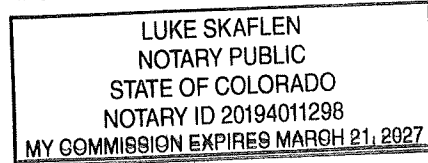
Signature

Luke Skaflen

Name of notary

10331 S. Eudora Way, Centennial, CO 80121

Address of notary



For the Board of County Commissioners

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



**DAVID E. ARCHER & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS & ENGINEERS**

105 Wilcox Street \* Castle Rock, CO 80104  
PHONE (303) 688-4642 \* FAX (303) 688-4675 \* karcher@davidearcher.com

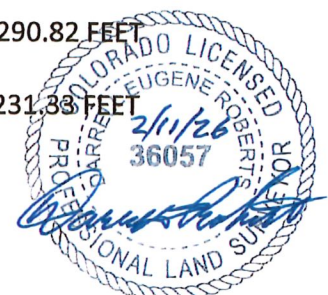
February 11, 2026  
Job No. 24-0227

CENTENNIAL AIRPORT  
FLOODPLAIN & DRAINAGE EASEMENT  
EXHIBIT "A"  
LEGAL DESCRIPTION

A FLOODPLAIN AND DRAINAGE EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6<sup>TH</sup> 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 6<sup>TH</sup> PRINCIPAL MERIDIAN:

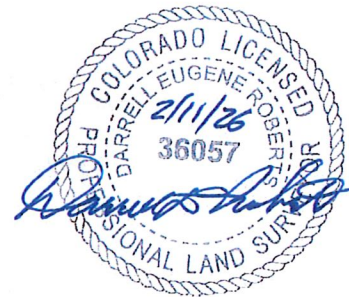
- THENCE S 15°35'40" W, A DISTANCE OF 3614.97 FEET, TO THE EXTENDED CENTERLINE OF RUNWAY 17L/35R (CENTENNIAL AIRPORT, BEARING S 02°02'00" E, BEING THE **BASIS OF BEARINGS** FOR ALL BEARINGS HEREIN), STATION -5+00;
- THENCE S 02°02'00" E, A DISTANCE OF 500.00 FEET, TO STATION 0+00;
- THENCE S 02°02'00" E, A DISTANCE OF 5042.92 FEET, TO STATION 50+42.92;
- THENCE N 87°58'00" E, A DISTANCE OF 5222.83 FEET, TO THE **TRUE POINT OF BEGINNING**, STATION 50+42.92, 5222.83 FEET LEFT;
- THENCE S 82°28'56" E, A DISTANCE OF 65.78 FEET, STATION 50+53.84, 5287.70 FEET LEFT;
- THENCE N 15°34'47" E, A DISTANCE OF 146.43 FEET, STATION 49+14.27, 5332.01 FEET LEFT;
- THENCE S 80°18'38" E, A DISTANCE OF 105.36 FEET, STATION 49+35.68, 5435.17 FEET LEFT;
- THENCE S 39°33'24" W, A DISTANCE OF 148.32 FEET; STATION 50+46.61, 5336.71 FEET LEFT;
- THENCE S 12°11'13" W, A DISTANCE OF 249.22 FEET, STATION 52+88.19, 5275.49 FEET LEFT;
- THENCE S 10°41'52" E, A DISTANCE OF 101.76 FEET, STATION 53+88.79, 5290.82 FEET LEFT;
- THENCE S 37°54'08" W, A DISTANCE OF 92.68 FEET, STATION 54+59.86, 5231.33 FEET LEFT;



THENCE N 71°16'30" W, A DISTANCE OF 68.88 FEET, STATION 54+35.45, 5166.92 FEET LEFT;  
THENCE S 17°27'03" W, A DISTANCE OF 80.04 FEET, STATION 55+10.91, 5140.22 FEET LEFT;  
THENCE S 69°02'14" E, A DISTANCE OF 92.41 FEET, STATION 55+47.01, 5225.29 FEET LEFT;  
THENCE S 22°31'40" W, A DISTANCE OF 29.30 FEET, STATION 55+73.66, 5213.11 FEET LEFT;  
THENCE N 68°24'29" W, A DISTANCE OF 2.28 FEET, STATION 55+72.76, 5211.02 FEET LEFT;  
THENCE N 69°31'57" W, A DISTANCE OF 191.38 FEET, STATION 54+99.51, 5034.19 FEET LEFT;  
THENCE N 20°24'49" E, A DISTANCE OF 494.02 FEET, TO THE TRUE POINT OF BEGINNING, STATION 50+42.92, 5222.83 FEET LEFT.

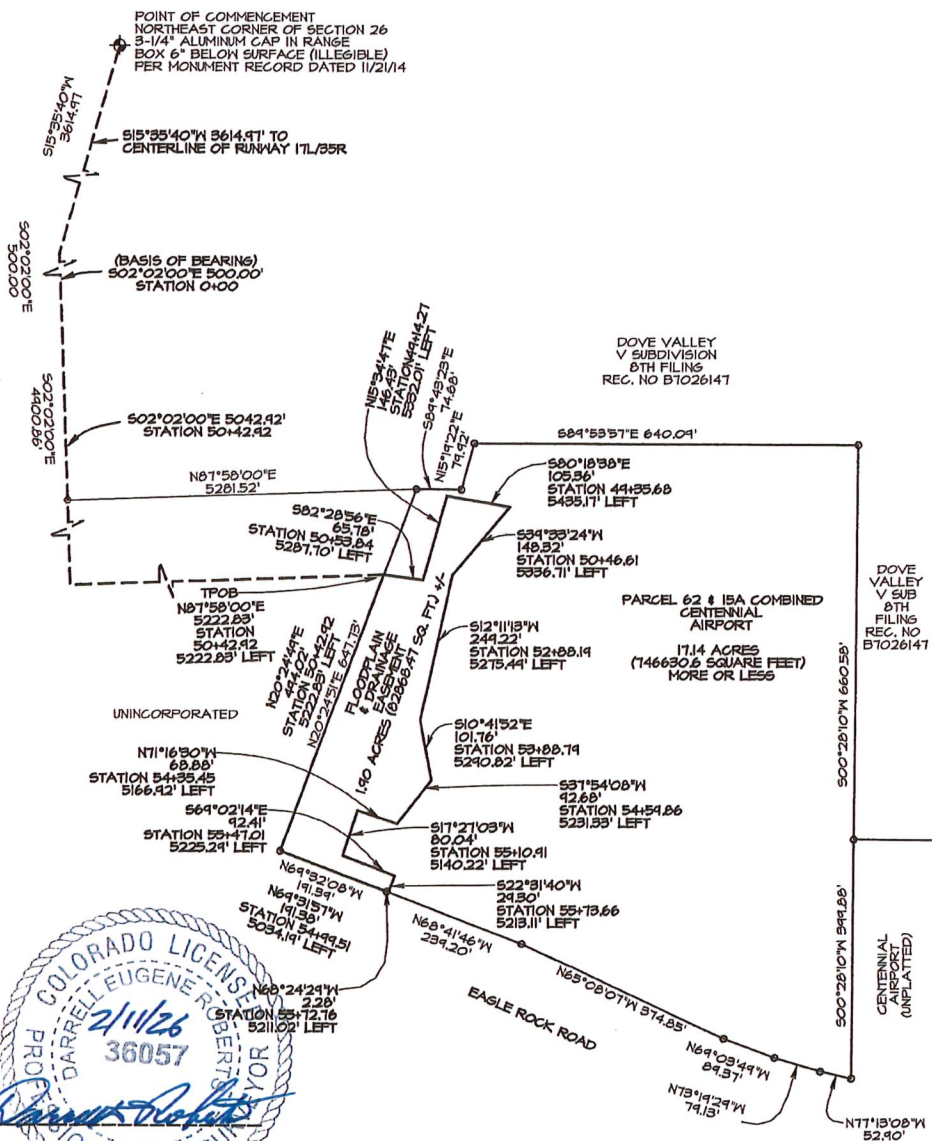
SAID PARCEL CONTAINS 82868.47 SQUARE FEET OR 1.90 ACRES, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF DARRELL EUGENE ROBERTS, PLS36057, FOR AND ON BEHALF OF DAVID E. ARCHER AND ASSOCIATES, INC.

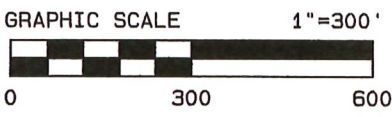


# FLOODPLAIN & DRAINAGE EASEMENT EXHIBIT A

## Colorado Karting Circuit, Centennial Airport In Section 36, Township 5 South, Range 67 West, 6th P.M., Arapahoe County, Colorado



Signed *Darrell Roberts*  
 Darrell E Roberts  
 for and on behalf of  
 David E. Archer & Assoc., Inc.



NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SCALE: 1"=300
DATE: 5-13-25
REVISIONS - UPDATED OFFSETS
DER - 2-11-26

