

SLOPE EASEMENT AGREEMENT

This Slope Easement ("Easement") is granted this 8 day of July, 2025, by Property 292 LLC, (the "Grantors") to the Board of County Commissioners of the County of Arapahoe, a body corporate and politic whose address is 5334 South Prince, Littleton, Colorado ("the County"), and relates to the County's Sky Ranch Filing No. 9 Development (the "Project").

For and in consideration of the sum of \$10.00 paid by the Grantee to the Grantor and the terms and conditions to which the parties have agreed as set forth below and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Grantor hereby grants to the Grantee for the use and benefit of the Grantee, a permanent non-exclusive easement. The Grantee may use the easement to construct and maintain slopes and cuts and fills; to ensure proper support for and drainage from the roadway; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, storm drainage facilities such as ditches culverts or pipes, underground telephone lines, and street lights, and appurtenances thereto; certain public signage; and for purposes of snow storage (collectively the "Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in the attached **Exhibit A and Exhibit B** (the "Easement Property"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Property for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement Property, except with the prior consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature of any kind situated on the Easement Property as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Easement Property, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Easement Property and to

survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Easement Property under paragraph 2 hereof.

5. The Grantee 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. It is specifically agreed between the parties that, except as provided in this Easement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee 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 authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its successors and assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the Grantee that the Grantor is well seized of the Easement Property 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 grant, 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 so-ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Property 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.

9. 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 permitted assigns of the Grantor and the Grantee.

10. 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 Easement is abandoned or terminated pursuant to the terms set forth herein.

[Remainder of page intentionally left blank]

For the Board of County Commissioners
Arapahoe County

Bryan D. Weimer, Director, Public Works and Development
Authorization pursuant to Resolution No.

Grantors: Property 292 LLC

By: John Wakeham

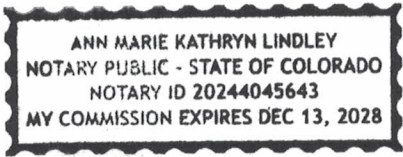
Name: John Wakeham

Title: mgr. / member

State of Colorado }
 } ss.
County of }

The foregoing instrument was acknowledged before me this 8 day of July, 2025, by John Wakeham, as mgr / member of Property 292 LLC.
My commission expires 12/13/2028. Witness my hand and official seal.

[Signature]
Signature
Ann Marie Kathryn Lindley
Name of Notary
20705 Mitchell Pl. Denver 80249
Address of Notary



**EXHIBIT A
LEGAL DESCRIPTION**

A SLOPE EASEMENT, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S4/S3/S9/S10 2024 PLS 38474, IN A RANGE BOX, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S3/S10 2024 PLS 38474, BEARS NORTH 89°45'05" EAST, A DISTANCE OF 2649.42 FEET, IN ACCORDANCE WITH THE RECORDED PLAT OF SKY RANCH SUBDIVISION FILING NO. 7, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, AT RECEPTION NO. E4078067, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°21'27" WEST, A DISTANCE OF 2915.73 FEET, TO THE WESTERLY RIGHT-OF-WAY OF NORTH MONAGHAN ROAD, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NO. D8019672, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING SIXTEEN (16) COURSES;

1. DEPARTING SAID RIGHT-OF-WAY, NORTH 36°25'27" WEST, A DISTANCE OF 0.75 FEET;
2. NORTH 02°20'55" WEST, A DISTANCE OF 6.96 FEET;
3. NORTH 01°26'42" WEST, A DISTANCE OF 42.50 FEET;
4. NORTH 02°40'27" WEST, A DISTANCE OF 7.93 FEET;
5. NORTH 01°12'00" WEST, A DISTANCE OF 36.51 FEET;
6. NORTH 10°34'21" WEST, A DISTANCE OF 6.99 FEET;
7. NORTH 01°37'56" WEST, A DISTANCE OF 17.53 FEET;
8. NORTH 05°13'16" WEST, A DISTANCE OF 21.00 FEET;
9. NORTH 03°27'03" EAST, A DISTANCE OF 14.14 FEET;
10. NORTH 04°42'50" WEST, A DISTANCE OF 13.31 FEET;
11. NORTH 07°45'40" WEST, A DISTANCE OF 30.64 FEET;
12. NORTH 02°04'21" WEST, A DISTANCE OF 39.33 FEET;
13. NORTH 25°06'04" EAST, A DISTANCE OF 4.96 FEET, TO THE WESTERLY LINE OF AN EXISTING SLOPE EASEMENT, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NO. D8068367;
14. SOUTH 05°51'54" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 19.19 FEET;
15. CONTINUING ALONG SAID WESTERLY LINE, SOUTH 06°15'03" EAST, A DISTANCE OF 67.89 FEET, TO SAID WESTERLY RIGHT-OF-WAY;
16. SOUTH 00°21'35" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 154.75 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 774 SQUARE FEET OR 0.018 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

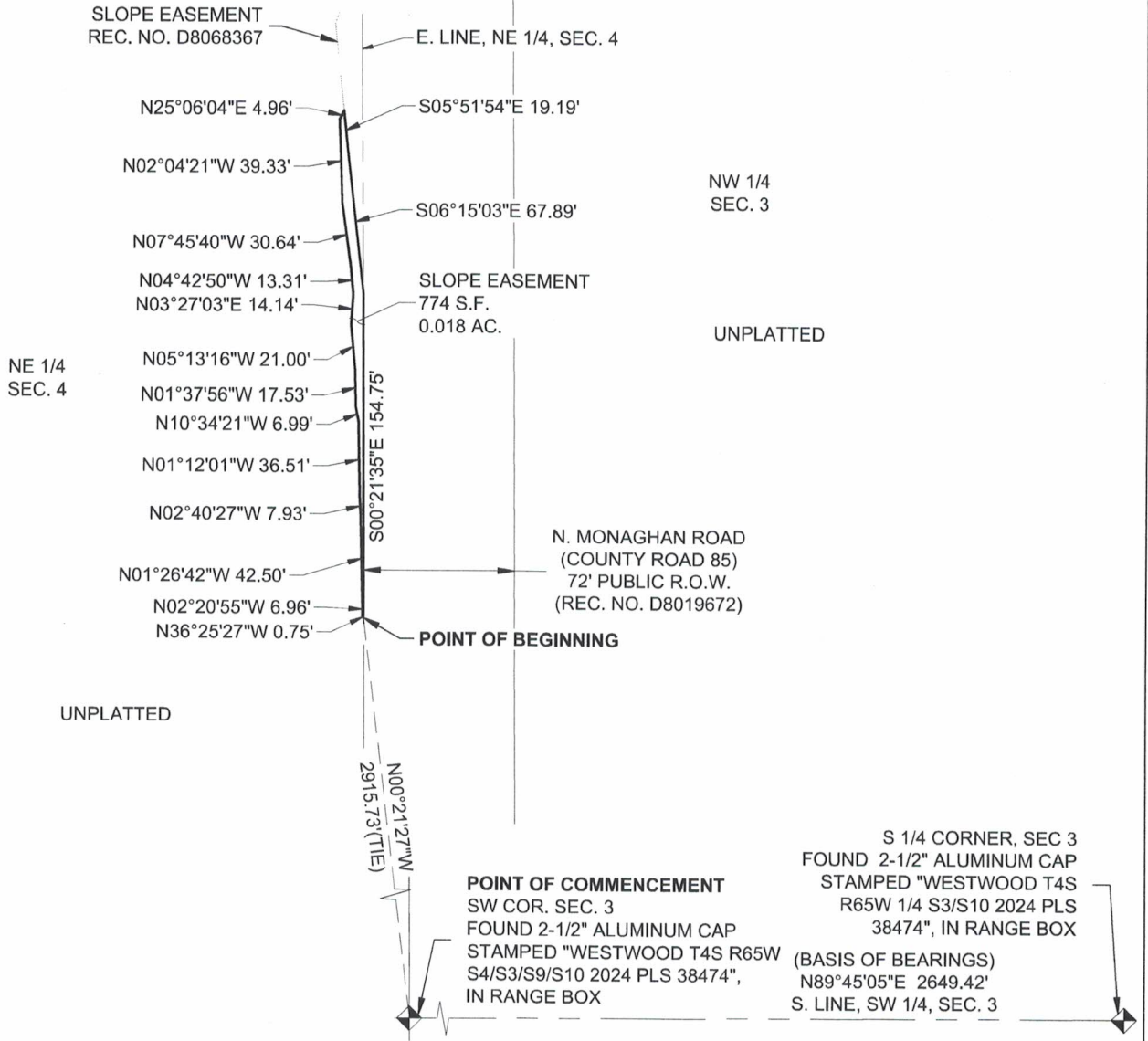
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

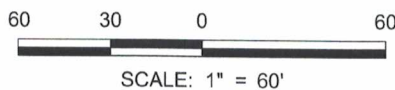
JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112



ILLUSTRATION FOR
EXHIBIT A



OWNER:
PROPERTY 292 LLC
4545 YULLE RD
BENNETT, CO 80102-8915



THE ABOVE DESCRIBED PARCEL CONTAINS 774 SQUARE FEET OR (0.018 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A SLOPE EASEMENT, SITUATED IN THE NORTHEAST QUARTER
OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE
6TH P.M., ARAPAHOE COUNTY, COLORADO.

Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

Westwoodps.com
Westwood Professional Services, Inc.

SCALE: 1" = 80' BY: CWB CK'D: JPH DATE: 4/18/2025

N:\PROJECT\1500\10720 SKY HATCH 172\CAUSURVEY\LEGAL\OFF-SITE EASEMENT\SPILING\SUBMITTAL 04-09-2025\SLOPE EASEMENT.DWG, JHALPH, 4/18/25



**EXHIBIT B
LEGAL DESCRIPTION**

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THENCE NORTH 00°21'27" WEST, A DISTANCE OF 2634.60 FEET, TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING THREE (3) COURSES;

1. SOUTH 89°25'33" WEST, A DISTANCE OF 5.43 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
2. NORTHEASTERLY, A DISTANCE OF 8.74 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.67 FEET, A CENTRAL ANGLE OF 15°19'26", A CHORD BEARING OF NORTH 38°13'37" EAST, AND A CHORD LENGTH OF 8.71 FEET, TO A POINT OF NON-TANGENCY;
3. SOUTH 00°21'35" EAST, A DISTANCE OF 6.79 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 17 SQUARE FEET OR 0.000 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

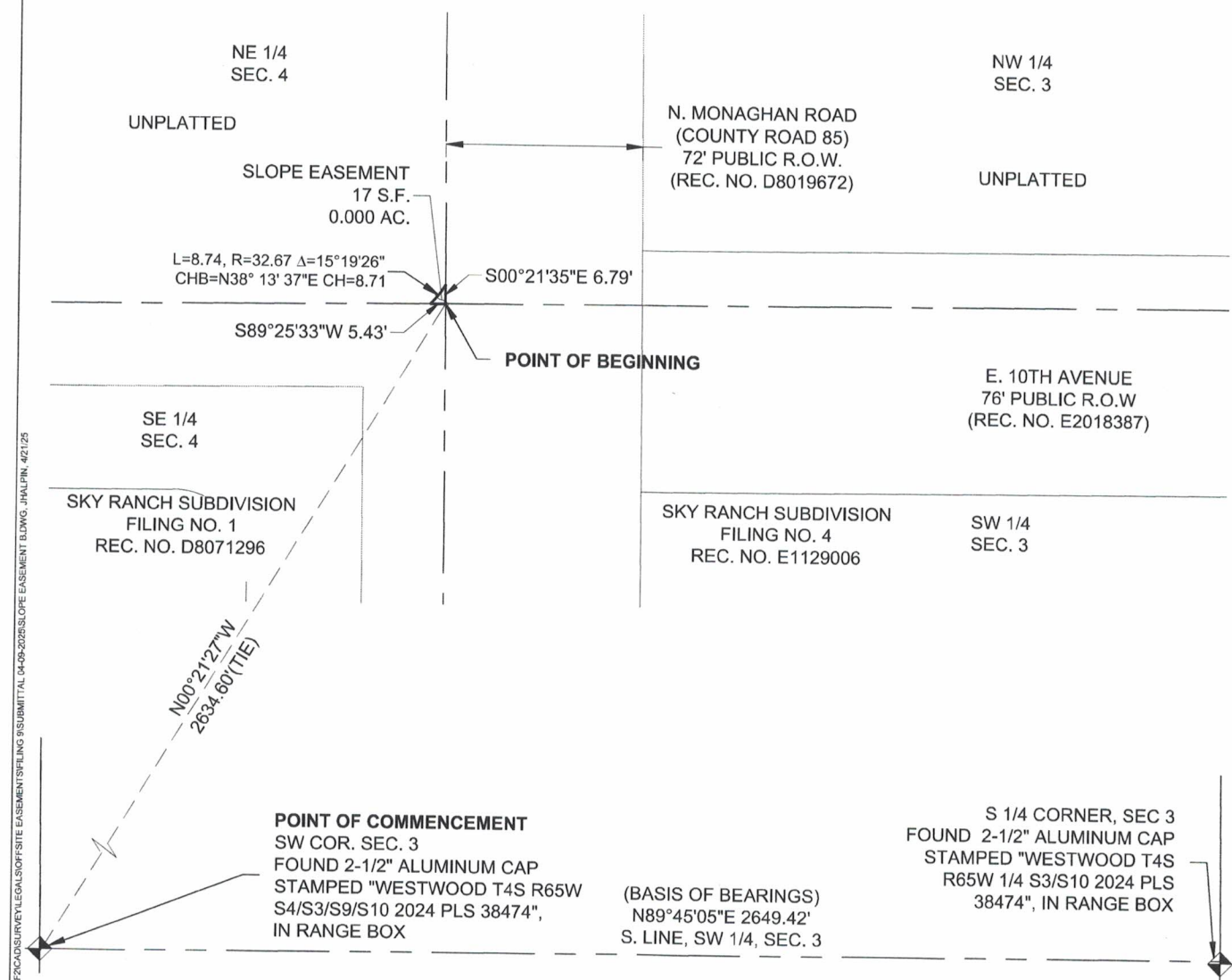
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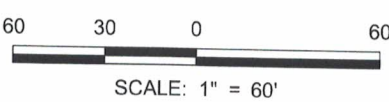
JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112



ILLUSTRATION FOR
EXHIBIT B



OWNER:
PROPERTY 292 LLC
4545 YULLE RD
BENNETT, CO 80102-8915



THE ABOVE DESCRIBED PARCEL CONTAINS 17 SQUARE FEET OR (0.000 ACRE) MORE OR LESS.
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SCALE: 1" = 60'	BY: AM	CK'D: JPH	DATE: 4/21/2025
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