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Reviewed By:

Janet Herman _____

Brad Jackson _____

MEETING DATE: March 11, 2025

STAFF PERSON RESPONSIBLE: Ken Murphy, PE, Senior Development Review Engineer
Public Works Engineering

DESCRIPTION: **Off-Site Storm Drainage Easements for Sterling Ranch Filing 7C for Pond D10, a temporary channel and drainage improvements in Roxborough Park Road, Douglas County Project Number DV2024-410**

SUMMARY: These Drainage Easements are located on and near the property at Sterling Ranch Filing 7C. The easements encompass a stormwater pond, a temporary channel and associated stormwater infrastructure. The stormwater infrastructure serves Sterling Ranch Filing 7C in Douglas County. The Drainage Easements will provide Douglas County with access to the private stormwater system infrastructure to perform maintenance in the event the owner fails to adequately maintain said facilities.

RECOMMENDED ACTION: **Staff recommends acceptance of these Drainage Easements**

ATTACHMENT(S): Grant of Storm Drainage Easement

Review:

Janet Herman

Legal Department

Finance Department

County Administration

Board of County Commissioners

**GRANT OF EASEMENT
STORM DRAINAGE**

(Secondary Drainage Easement – CAB to Douglas County – 7.159 Acres)

THIS GRANT OF EASEMENT (“Grant”) is given this ___ day of _____, 2025, by **STERLING RANCH COMMUNITY AUTHORITY BOARD**, (“Grantor”), whose address is 9350 Roxborough Park Road, Littleton, CO 80125, to **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“Grantee”), whose address is 100 Third Street, Castle Rock, Colorado, 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The “Easement Property” shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein to which Grantor is the holder of a drainage easement dated February 24, 2025 and recorded with the Douglas County Clerk and Recorder at Reception No. 2025007466, attached hereto as **Exhibit C** (the “**Primary Easement**”) providing the specific authority and consent to this grant of easement as documented on the attached.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement (“**Easement**”) on, over, under, through and across the Easement Property for the purpose of accessing maintaining, and repairing storm water management improvements including, but not limited to, inlets, pipes, culverts, manholes, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools and water quality facilities (collectively, the “**Facilities**”) in the event Grantor fails to satisfactorily maintain or repair said Facilities.

4. Maintenance and Repair. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantor. In the event such maintenance and repair are not performed by Grantor to the satisfaction of Grantee, then Grantee shall have the right, but not the obligation, to enter said Easement Property after ten (10) days prior written notice to Grantor, unless there is an emergency, in which case Grantee shall give notice as soon as practicable, to perform all necessary work, the cost of which shall be paid by Grantor upon billing. In the event Grantor fails to reimburse Grantee within thirty (30) days after submission of the bill for the costs incurred, Grantee shall have the right to enforce such obligation by appropriate legal action. It is Grantor’s responsibility to construct, maintain and repair the Facilities in a manner consistent with all applicable plans approved or accepted by Grantee.

5. Retained Rights of Grantor. Grantor reserves the right of use and occupancy of the Easement Property granted under the Primary Easement insofar as said use and occupancy does not impair the rights granted to Grantee in this Grant. Grantee’s rights hereunder are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property if permitted under the Primary Easement. It is also understood by Grantee that Grantor may in the future desire to modify and/or eliminate the Facilities. Such a modification and/or elimination

shall not be realized until written approval is obtained for said modifications and/or elimination from Grantee. Upon such approval, both the Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land

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

8. Incorporation; Merger. The terms of the Primary Easement are hereby incorporated into this Easement by reference, and Grantee's use of the Easement Property shall be subject to the terms set forth in the Primary Easement. Without limiting the generality of the foregoing, if Grantor later acquires the fee to the land underlying the Easement Property and the Primary Easement would otherwise terminate due to merger of title, Grantee shall continue to be bound by the terms of the Primary Easement as if fully set forth herein.

[Signature Page to Follow]

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

Attest:

By: _____

Name: _____
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 _____, 2025, by _____ 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
Legal Description

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, THE SOUTHWEST QUARTER OF SECTION 30, THE NORTHWEST QUARTER OF SECTION 31 AND THE NORTHEAST QUARTER OF SECTION 36, ALL IN TOWNSHIP 6 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 00°18'03" EAST, A DISTANCE OF 2651.47 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE NORTH 89°45'49" WEST, A DISTANCE OF 27.76 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'41" EAST, A DISTANCE OF 1,720.15 FEET;

THENCE SOUTH 89°42'19" WEST, A DISTANCE OF 116.00 FEET;

THENCE NORTH 00°17'41" WEST, A DISTANCE OF 2487.37 FEET;

THENCE NORTH 00°28'39" WEST, A DISTANCE OF 200.85 FEET;

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THENCE SOUTH 00°17'41" EAST, A DISTANCE OF 767.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 7.159 ACRES, (311,834 SQUARE FEET), MORE OR LESS.

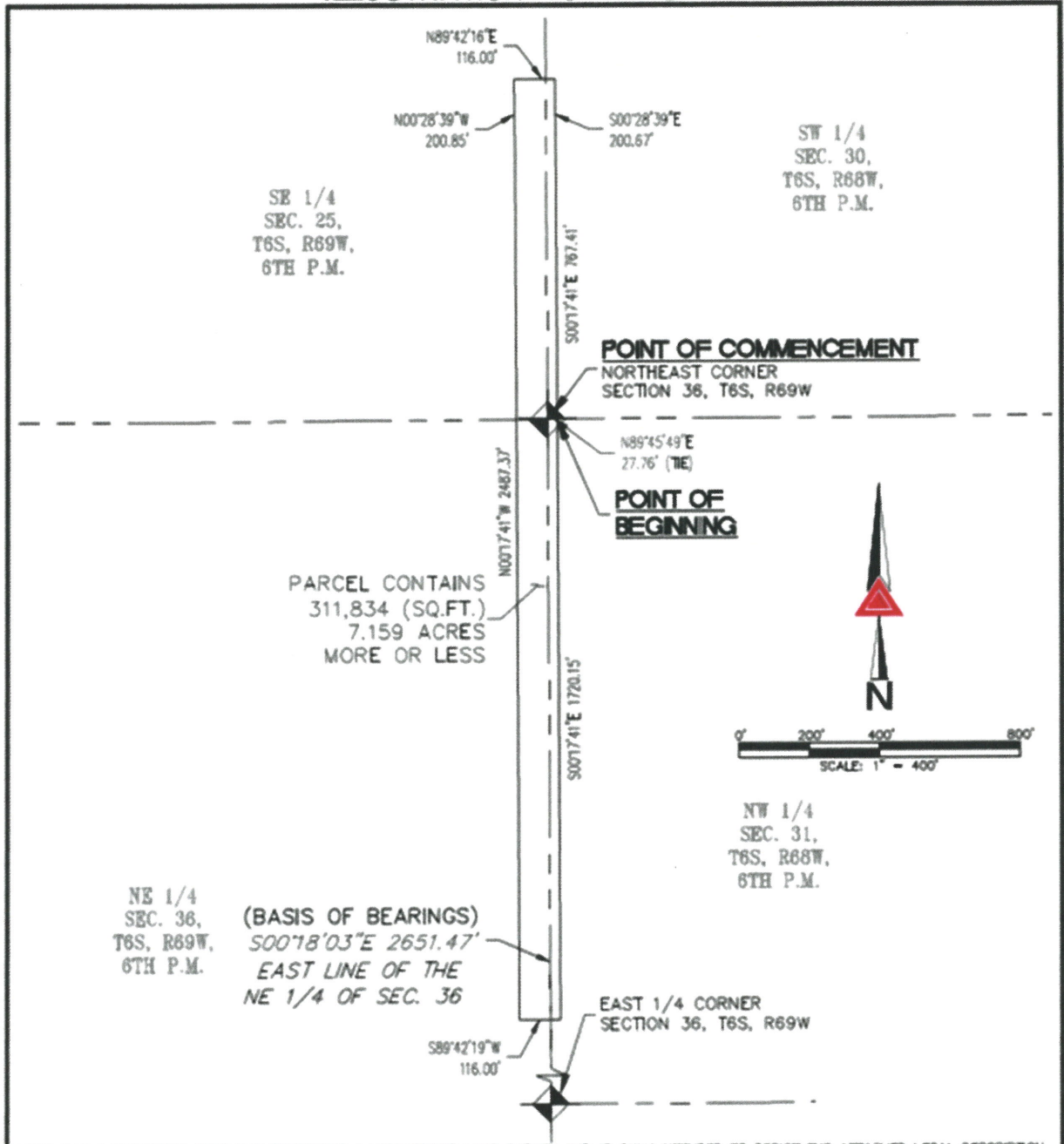
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B
Map / Survey of Easement Property

ILLUSTRATION TO EXHIBIT A



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


 <p>380 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p>	<p>DRAINAGE EASEMENT</p> <p>SE 1/4, SEC. 25, SW 1/4, SEC. 30, NW 1/4 SEC. 31, NE 1/4 SEC. 36, T.6S., R.69W. 6TH P.M. DOUGLAS COUNTY, COLORADO</p>
	<p>PATH Q:\124022-01- STERLING RANCH F7 PLATS\DWG\DRN\DRN OFFSITE EASEMENTS\JC OFFSITE EASEMENTS.DWG JOB NUMBER: 124022-01 DATE: 02/13/2025 DRG: BOL CHR: AKP 2 OF 2 SHEETS</p>

EXHIBIT C
Primary Easement

**NON-EXCLUSIVE DRAINAGE & UTILITY EASEMENT
(SR LLC-CAB – Flg. 7C – 7.159 Acres)**

THIS GRANT OF EASEMENT (the “**Easement**”) is made this 24th day of February, 2025, between STERLING RANCH, LLC, a Delaware limited liability company, whose address is 8155 Piney River Avenue, Suite 200 Littleton, CO 80125 (hereinafter “**Grantor**”), and the STERLING RANCH COMMUNITY AUTHORITY BOARD, a public corporation and political subdivision of the State of Colorado, whose address is 9350 Roxborough Park Road, Littleton, CO 80125 (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.”

RECITALS

A. Grantor is the owner and developer of certain tracts of land identified more specifically herein and which are within the planned development known as Sterling Ranch planned development; and

B. Grantee was created by the Second Amended and Restated Sterling Ranch Community Authority Board Establishment Agreement, dated March 18, 2020, and with an original effective date of January 6, 2014, as may be amended (the “**CABEA**”), by and among the Sterling Ranch Colorado Metropolitan District Nos. 1-7 to furnish, operate, manage and coordinate the provision of public improvements, facilities, and services for the planned development known as Sterling Ranch; and

C. As part of the development, certain storm water management improvements including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools, and water quality facilities (collectively the “**Storm Water Improvements**”) are required to be installed as part of development planning and which require long term maintenance and operations; and,

D. Further, as part of the development, certain CAB owned utilities including water, sanitary sewer and storm sewer improvements including, but not limited to, pipes, lines, valves, manholes, inlets, culverts, (the “**Utility Improvements**”) (collectively the Storm Water Improvements and the Utility Improvements are the “**Public Improvements**”) are required to be installed as part of development planning and which require long term maintenance and operations; and,

E. The Public Improvements are improvements which Grantee is authorized to furnish, operate, and maintain pursuant to the CABEA; and

F. Grantee does hereby acknowledge that the easement granted by this Agreement is not exclusive and other utility providers may be granted adjacent or overlapping easements provided that such use shall not interfere with Grantee’s rights hereunder.

G. Grantee acknowledges that it shall be responsible for owning, maintaining, and repairing all Public Improvements installed by or accepted by Grantee within the Easement Area.

WITNESSETH:

GRANTOR, for and in consideration of TEN DOLLARS AND 00/100 (\$10.00) 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 those portions of Grantor’s real property, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (each an “**Easement Area**”), for the purpose of accessing,

constructing, maintaining, and repairing the Public Improvements within the Easement Area. This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Subject to the terms hereof, Grantee shall have the full right and authority to enter upon the Easement Area, modify slope grades within the Easement Area and install the Public Improvements above and below the ground surface within the Easement Area, and to perform all other work as may be necessary from time to time to accommodate, use, operate, maintain and repair the Public Improvements consistent with the requirements of Douglas County, or other public body with jurisdiction, oversight, or permitting approval of the Public Improvements, at Grantee's sole discretion. This shall include the right to grant easement rights to Douglas County that are co-extensive with the rights granted hereunder.

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. This includes the right to grant additional non-exclusive easements encompassing the Easement Area. Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would interfere with the operation, use, or maintenance of the Public Improvements, unless specific written permission is obtained from the Grantee and done pursuant to plans or designs approved by Douglas County. Grantor shall be prohibited from excavating, back-filling, or otherwise altering, in any manner, the Public Improvements within the Easement Area, unless specific written permission is obtained from Grantee and done pursuant to plans or designs approved by Douglas County. 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 and done pursuant to plans or designs approved by Douglas County.

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, unless the Grantee determines that an emergency danger to public health or safety does not allow such notice in which case Grantee will inform Grantor as soon as reasonably practical.

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 is not possible to reset or replace the disturbed fencing at its original location.

9. 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.

10. 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.

11. 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 or operations 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 Grantee 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 directors, officials, officers, agents and employees, are relying on, and do not waive nor intend to waive by any provision of this Easement, the immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, including monetary limitations or any other rights, i, 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]**

GRANTEE:

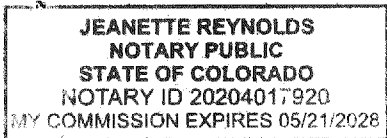
STERLING RANCH COMMUNITY AUTHORITY BOARD

By: *Gary Debus*
Its: General Manager

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of February 2025, by Gary Debus as General Manager of the Sterling Ranch Community Authority Board.

SEAL



Witness my hand and official seal

Jeanette Kristine Reynolds
Notary Public

My commission expires: May 21, 2028

EXHIBIT A
EASEMENT AREA

[see attached]

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, THE SOUTHWEST QUARTER OF SECTION 30, THE NORTHWEST QUARTER OF SECTION 31 AND THE NORTHEAST QUARTER OF SECTION 36, ALL IN TOWNSHIP 6 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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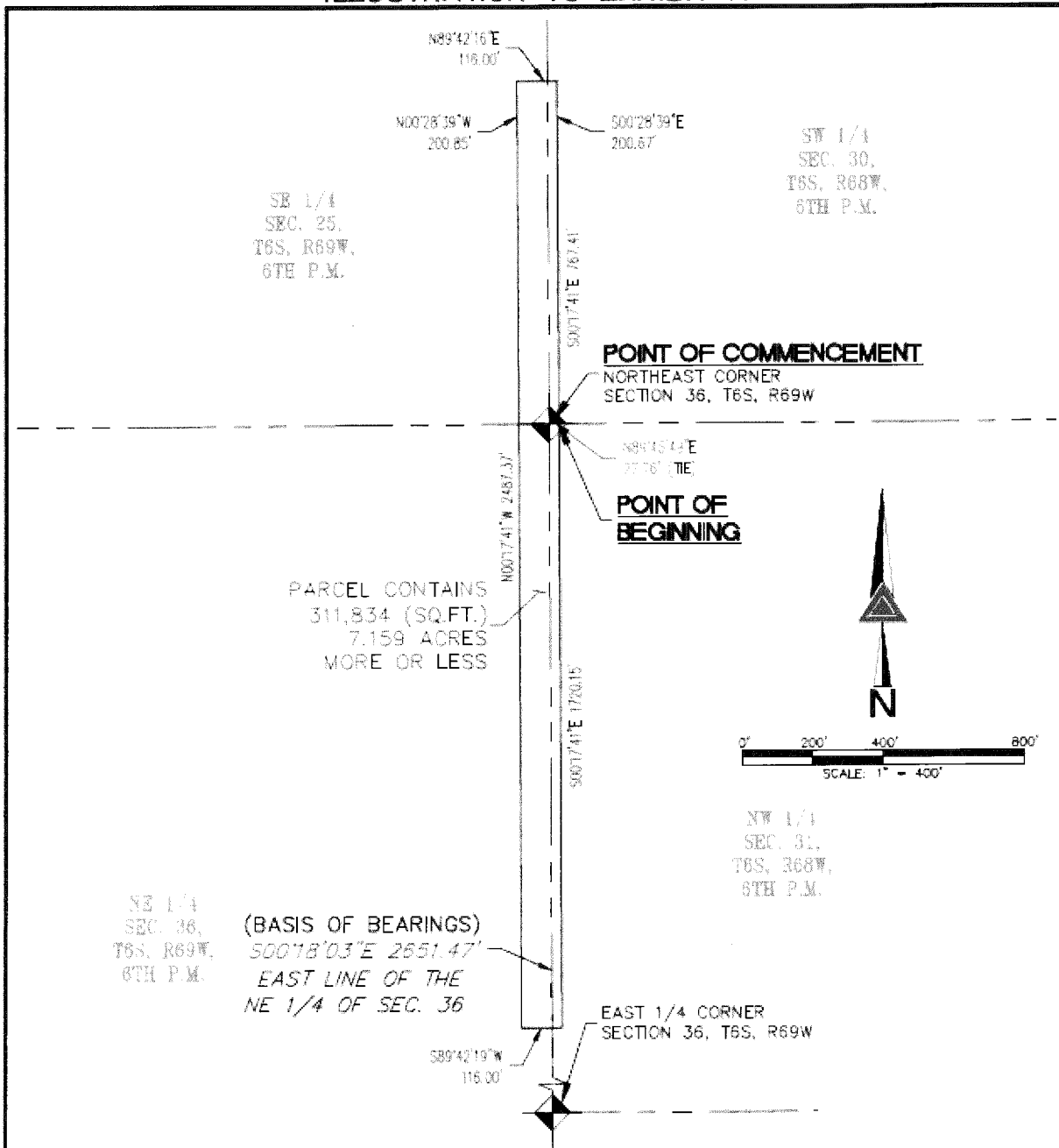
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ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

<p>AZTEC CONSULTANTS, INC.</p> <p>380 East Mineral Ave. Suite 101 Littleton, Colorado 80122 Phone: (303) 771-2199 Fax: (303) 771-2199 www.aztecconsultants.com</p>	<p>DRAINAGE EASEMENT</p> <p>SE 1/4, SEC. 25, SW 1/4, SEC. 30, NW 1/4 SEC. 31, NE 1/4 SEC. 36, T.6S., R.69W. 6TH P.M. DOUGLAS COUNTY, COLORADO</p>
	<p>PATH: Q:\124022-01- STERLING RANCH F7 PLATS\DWG\EXHIBITS\7C OFFSITE EASEMENTS\7C OFFSITE EASEMENTS.DWG</p> <p>JOB NUMBER: 124022-01 DATE: 02/13/2025 DWG: BQL CHK: AKP 2 OF 2 SHEETS</p>

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STORM DRAINAGE**

(Secondary Drainage Easement – CAB to Douglas County – 20.654 Acres)

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

8. Incorporation; Merger. The terms of the Primary Easement are hereby incorporated into this Easement by reference, and Grantee's use of the Easement Property shall be subject to the terms set forth in the Primary Easement. Without limiting the generality of the foregoing, if Grantor later acquires the fee to the land underlying the Easement Property and the Primary Easement would otherwise terminate due to merger of title, Grantee shall continue to be bound by the terms of the Primary Easement as if fully set forth herein.

[Signature Page to Follow]

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

Attest:

By: _____

Name: _____
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 _____, 2025, by _____ 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
Legal Description

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF THE NORTH HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 00°18'03" EAST, A DISTANCE OF 2651.47 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE SOUTH 07°30'46" WEST, A DISTANCE OF 649.52 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'41" EAST, A DISTANCE OF 98.55 FEET;

THENCE SOUTH 89°37'48" WEST, A DISTANCE OF 45.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°18'03" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°42'28", AN ARC LENGTH OF 86.11 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 03°39'48" EAST, A DISTANCE OF 167.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 217.49 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°06'50" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°19'48", AN ARC LENGTH OF 350.47 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°10'51" WEST, A DISTANCE OF 367.17 FEET;

THENCE NORTH 87°24'09" WEST, A DISTANCE OF 755.33 FEET;

THENCE NORTH 81°44'10" WEST, A DISTANCE OF 564.19 FEET;

THENCE NORTH 64°19'41" WEST, A DISTANCE OF 206.72 FEET;

THENCE NORTH 52°53'11" WEST, A DISTANCE OF 264.09 FEET;

THENCE NORTH 86°08'02" WEST, A DISTANCE OF 123.11 FEET;

THENCE NORTH 51°08'20" WEST, A DISTANCE OF 372.40 FEET;

THENCE NORTH 34°53'49" WEST, A DISTANCE OF 153.79 FEET;

THENCE NORTH 43°07'09" EAST, A DISTANCE OF 59.66 FEET;

THENCE NORTH 57°37'46" EAST, A DISTANCE OF 63.43 FEET;

THENCE NORTH 26°04'44" EAST, A DISTANCE OF 93.62 FEET;

THENCE NORTH 49°16'41" WEST, A DISTANCE OF 53.28 FEET;

THENCE NORTH 39°42'43" WEST, A DISTANCE OF 153.94 FEET;

THENCE NORTH 61°58'56" EAST, A DISTANCE OF 139.48 FEET;

THENCE SOUTH 48°11'56" EAST, A DISTANCE OF 30.57 FEET;

THENCE SOUTH 31°37'29" EAST, A DISTANCE OF 61.00 FEET;

THENCE SOUTH 44°59'04" EAST, A DISTANCE OF 81.66 FEET;

2/13/2025

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Sheet 1 of 4

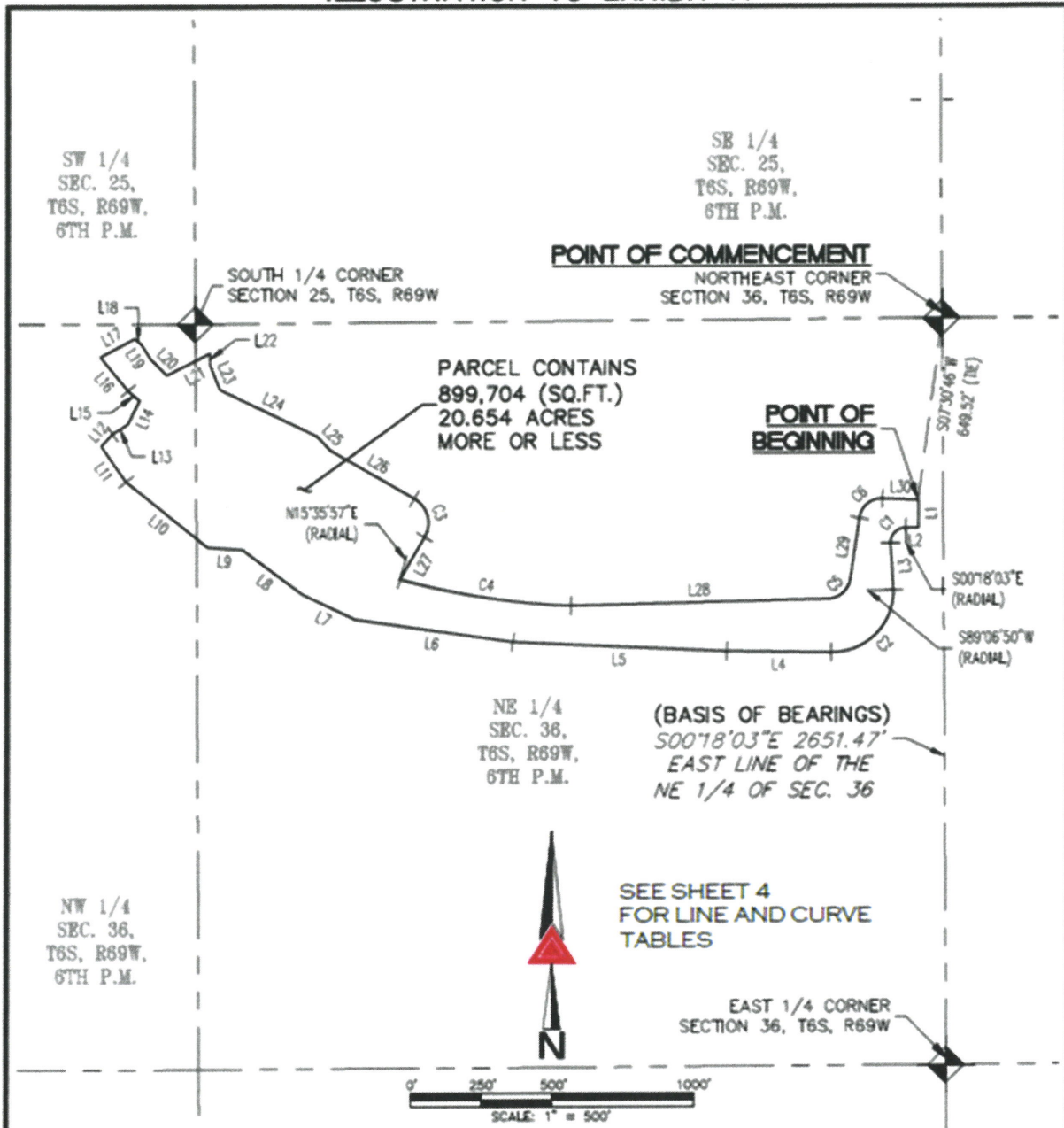
THENCE NORTH 63°02'00" EAST, A DISTANCE OF 171.80 FEET;
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CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°15'42", AN ARC LENGTH
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BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,639.11 FEET, THE
RADIUS POINT OF SAID CURVE BEARS NORTH 15°35'57" EAST;
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°18'49", AN ARC LENGTH OF
613.23 FEET;
THENCE NON-TANGENT TO SAID CURVE, NORTH 88°32'31" EAST, A DISTANCE OF 908.55 FEET TO THE
BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°01'55", AN ARC
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BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°22'06", AN ARC
LENGTH OF 116.40 FEET;
THENCE TANGENT TO SAID CURVE, SOUTH 88°07'19" EAST, A DISTANCE OF 128.56 FEET TO THE POINT
OF BEGINNING.
CONTAINING AN AREA OF 20.654 ACRES, (899,704 SQUARE FEET), MORE OR LESS.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B
Map / Survey of Easement Property

ILLUSTRATION TO EXHIBIT A



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



300 East Mineral Ave., Suite 1
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DRAINAGE EASEMENT
N 1/2, SEC. 36, T.6S., R.69W. 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\124022-01- STERLING RANCH F7 PLATS\DWG\EXHIBITS\7C OFFSITE EASEMENTS\7C OFFSITE EASEMENTS.DWG
JOB NUMBER: 124022-01 DATE: 02/13/2025 DWR: BOL CHG: AKP 3 OF 4 SHEETS

EXHIBIT C
Primary Easement

GRADING & STORM DRAINAGE EASEMENT
(SR LLC-CAB – 20.654 Acres – Storm Drainage & Pond D-10)

THIS GRANT OF EASEMENT (the “**Easement**”) is made this 24th day of February, 2025, between STERLING RANCH, LLC, a Delaware limited liability company, whose address is 8155 Piney River Avenue, Suite 200 Littleton, CO 80125 (hereinafter “**Grantor**”), and the STERLING RANCH COMMUNITY AUTHORITY BOARD, a public corporation and political subdivision of the State of Colorado, whose address is 9350 Roxborough Park Road, Littleton, CO 80125 (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**.”

RECITALS

A. Grantor is the owner and developer of certain tracts of land identified more specifically herein and which are within the planned development known as Sterling Ranch planned development; and

B. Grantee was created by the Second Amended and Restated Sterling Ranch Community Authority Board Establishment Agreement, dated March 18, 2020, and with an original effective date of January 6, 2014, as may be amended (the “**CABEA**”), by and among the Sterling Ranch Colorado Metropolitan District Nos. 1-7 to furnish, operate, manage and coordinate the provision of public improvements, facilities, and services for the planned development known as Sterling Ranch; and

C. As part of the development, certain drainage and storm water management improvements including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools, and water quality facilities (collectively the “**Public Improvements**”) are required to be installed as part of development planning and which require long term maintenance and operations; and,

D. The Public Improvements are improvements which Grantee is authorized to furnish, operate, and maintain pursuant to the CABEA; and

E. Grantee does hereby accept and agree to operate and maintain the Public Improvements on the terms and conditions contained herein.

WITNESSETH:

GRANTOR, for and in consideration of TEN DOLLARS AND 00/100 (\$10.00) 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 those portions of Grantor’s real property, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (each an “**Easement Area**”), for the purpose of accessing, constructing, maintaining, and repairing the Public Improvements within the Easement Area. This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Subject to the terms hereof, Grantee shall have the full right and authority to enter upon the Easement Area, modify slope and grades within the Easement Area and install the Public Improvements above and below the ground surface within the Easement Area, and to perform all other work as may be necessary from time to time to accommodate, use, operate, maintain and repair the Public Improvements consistent with the requirements of Douglas County, or other public body with jurisdiction, oversight, or permitting approval of the Public Improvements, at Grantee’s sole discretion. This shall include the right to grant easement rights to Douglas County that are co-extensive with the rights granted hereunder.

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 interfere with the operation, use, or maintenance of the Public Improvements, unless specific written permission is obtained from the Grantee and done pursuant to plans or designs approved by Douglas County. Grantor shall be prohibited from excavating, back-filling, or otherwise altering, in any manner, the Public Improvements within the Easement Area, unless specific written permission is obtained from Grantee and done pursuant to plans or designs approved by Douglas County. 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 and done pursuant to plans or designs approved by Douglas County.

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, unless the Grantee determines that an emergency danger to public health or safety does not allow such notice in which case Grantee will inform Grantor as soon as reasonably practical.

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 is not possible to reset or replace the disturbed fencing at its original location.

9. 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.

10. 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.

11. 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 or operations 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 Grantee 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 directors, officials, officers, agents and employees, are relying on, and do not waive nor intend to waive by any provision of this Easement, the immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended, including monetary limitations or any other rights, i, 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]**

GRANTEE:

STERLING RANCH COMMUNITY AUTHORITY BOARD

By: *[Signature]*
Its: General Manager

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of February, 2025, by Gary Debus as General Manager of the Sterling Ranch Community Authority Board.

S E A L

Witness my hand and official seal

[Signature]
Notary Public
My commission expires May 21 2028

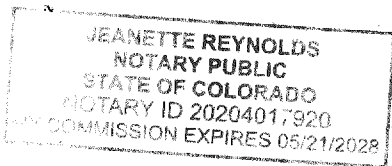


EXHIBIT A
EASEMENT AREA

[see attached]

**EXHIBIT A
LEGAL DESCRIPTION**

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2/13/2025

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Sheet 1 of 4

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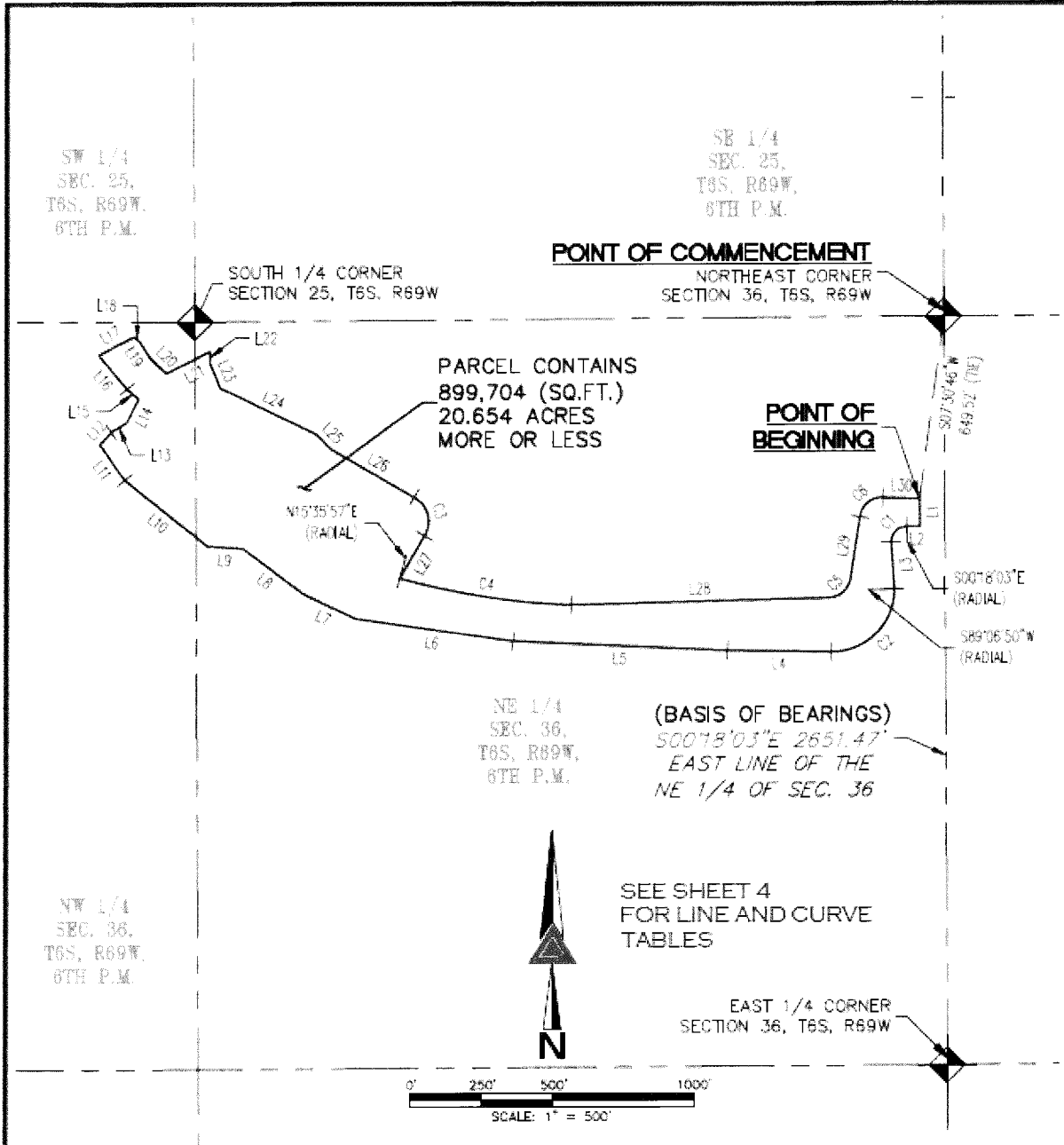
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Sheet 2 of 4

ILLUSTRATION TO EXHIBIT A



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


 <p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 714-1906 Fax: (303) 714-1907 www.aztecconsultants.com</p>	<p>DRAINAGE EASEMENT N 1/2, SEC. 36, T.6S., R.69W, 6TH P.M. DOUGLAS COUNTY, COLORADO</p>	
	<p>PATH: Q:\124022-01-STERLING RANCH F7 PLATS\DWG\EXHIBITS\70 OFFSITE EASEMENTS\70 OFFSITE EASEMENTS.DWG JOB NUMBER: 124022-01 DATE: 02/13/2025 DWG: BOL CHK: AKP 3 OF 4 SHEETS</p>	


ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°17'41"E	98.55'
L2	S89°37'48"W	45.26'
L3	S03°39'48"E	167.49'
L4	N89°10'51"W	367.17'
L5	N87°24'09"W	755.33'
L6	N81°44'10"W	564.19'
L7	N64°19'41"W	206.72'
L8	N52°53'11"W	264.09'
L9	N86°08'02"W	123.11'
L10	N51°08'20"W	372.40'
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L12	N43°07'09"E	59.66'
L13	N57°37'46"E	63.43'
L14	N26°04'44"E	93.62'
L15	N49°16'41"W	53.28'
L16	N39°42'43"W	153.94'
L17	N61°58'56"E	139.48'
L18	S48°11'56"E	30.57'
L19	S31°37'29"E	61.00'
L20	S44°59'04"E	81.66'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N63°02'00"E	171.80'
L22	S00°32'46"E	41.95'
L23	S21°57'07"E	93.04'
L24	S64°05'19"E	379.49'
L25	S43°24'32"E	69.86'
L26	S60°07'28"E	342.64'
L27	S30°08'14"W	173.44'
L28	N88°32'31"E	908.55'
L29	N08°30'36"E	220.86'
L30	S88°07'19"E	128.56'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°42'28"	55.00'	86.11'
C2	92°19'48"	217.49'	350.47'
C3	90°15'42"	100.00'	157.54'
C4	13°18'49"	2639.11'	613.23'
C5	80°01'55"	80.00'	111.75'
C6	83°22'06"	80.00'	116.40'

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

 <p>300 East Mineral Ave., Suite 101 Littleton, Colorado 80122 Phone: (303) 713-1998 Fax: (303) 713-1997 www.aztecconsultants.com</p>	<p>DRAINAGE EASEMENT N 1/2, SEC. 36, T.6S., R.69W. 6TH P.M. DOUGLAS COUNTY, COLORADO</p>
	<p>PATH: Q:\124022-01- STERLING RANCH F7 PLATS\DWG\EXHIBITS\7C OFFSITE EASEMENTS\7C OFFSITE EASEMENTS.DWG JOB NUMBER: 124022-01 DATE: 02/13/2025 DWG: 901 CHK: AKP 2 OF 4 SHEETS</p>