

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 24th day of April, 2025, by **DOUBLE HELIX WEST, LLC**, a Colorado limited liability company, whose address is 8351 E. Belleview Avenue, Denver, Colorado 80237, ("Grantor"), to 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 ("Grantee").

The Parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and 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.
2. Consideration. Grantor makes this Grant of Easement 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, 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 ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by 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. 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.

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTOR:

Double Helix West, LLC, a Colorado
Limited liability company

By: Shea Properties Management
Company, Inc., a Delaware Corporation,
Its manager

By: Eric B. McCoy
Assistant Secretary

By: [Signature]
Assistant Secretary

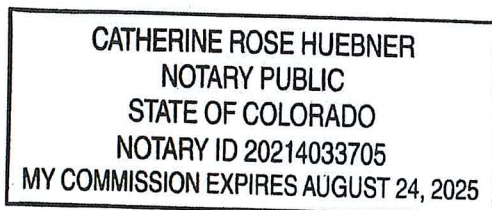
STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 24th day of April, 2025, by Eric McCoy and John Kilrow, each as Assistant Secretary of Shea Properties Management Company, Inc., a Delaware corporation, Manager of Double Helix West, LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.

My commission expires: August 24, 2025

(SEAL)



Notary Public [Signature]

(Easement to Board of County Commissioners of the County of Douglas, State of Colorado by Double Helix West, LLC.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTEE:

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

By: _____
ABE LAYDON, Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public _____

EXHIBIT A
DRAINAGE EASEMENT
PAGE 1 OF 4

LAND DESCRIPTION

A DRAINAGE EASEMENT BEING A PORTION LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 6, 7TH AMENDMENT, RECORDED AT RECEPTION NO. 2018012975, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2A-1A, THENCE ALONG THE WESTERLY LINE OF SAID LOT 2A-1A, N00°14'59"W A DISTANCE OF 277.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERLY LINE, N00°14'59"W A DISTANCE OF 26.00 FEET;
THENCE N90°00'00"E A DISTANCE OF 153.64 FEET;
THENCE N00°15'14"W A DISTANCE OF 238.37 FEET;
THENCE N89°45'02"E A DISTANCE OF 417.00 FEET;
THENCE S00°15'14"E A DISTANCE OF 37.50 FEET;
THENCE S89°45'02"W A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE;
THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'16", AND A CHORD WHICH BEARS S44°44'54"W A DISTANCE OF 21.21 FEET;
THENCE S00°15'14"E A DISTANCE OF 7.98 FEET TO A POINT OF CURVATURE;
THENCE 4.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 86°38'38", AND A CHORD WHICH BEARS S43°34'33"E A DISTANCE OF 4.12 FEET;
THENCE S89°53'40"E A DISTANCE OF 60.18 FEET;
THENCE S00°15'14"E A DISTANCE OF 30.00 FEET;
THENCE N89°53'40"W A DISTANCE OF 89.03 FEET;
THENCE N00°13'37"W A DISTANCE OF 53.30 FEET TO A POINT OF CURVATURE;
THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90°01'22", AND A CHORD WHICH BEARS N45°14'18"W A DISTANCE OF 14.14 FEET;
THENCE S89°45'02"W A DISTANCE OF 267.06 FEET;
THENCE 47.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 67°52'45", AND A CHORD WHICH BEARS S33°41'08"W A DISTANCE OF 44.67 FEET;
THENCE S00°15'14"E A DISTANCE OF 197.42 FEET;
THENCE S90°00'00"W A DISTANCE OF 179.64 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.618 ACRES, (26,937 SQUARE FEET), MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

EXHIBIT A
DRAINAGE EASEMENT
PAGE 2 OF 4

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER NO. 6, 7TH AMENDMENT ASSUMED TO BEAR $S00^{\circ}14'59''E$ BEING MONUMENTED BY A FOUND #4 REBAR WITH CAP PLS #22561 AT THE NORTHWEST CORNER OF LOT 2A-1A AND A FOUND #4 REBAR WITH CAP PLS #23899 AT THE SOUTHWEST CORNER OF LOT 2A-1A.)

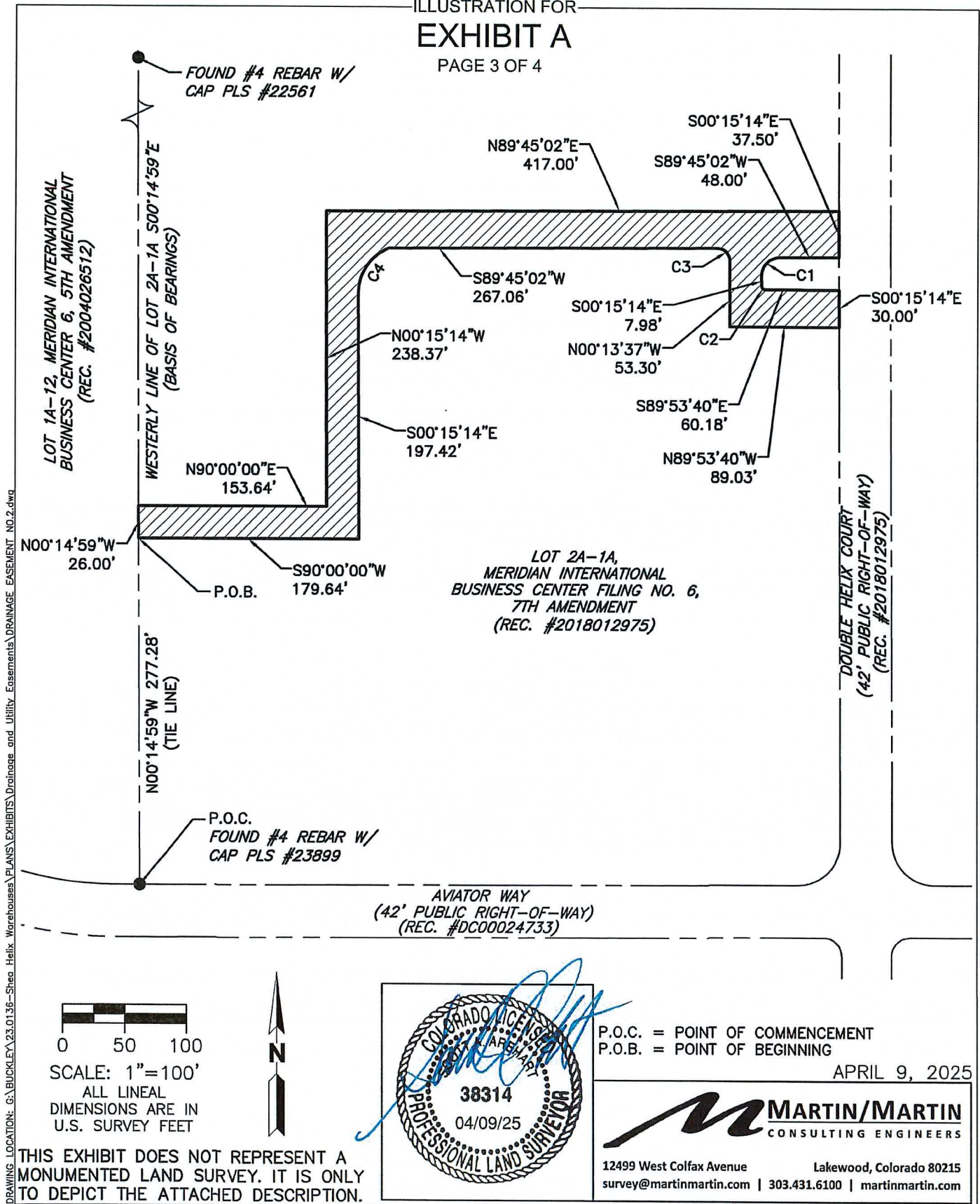
PREPARED BY JESUS DIAZ
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
APRIL 9, 2025
303-431-6100
PROJECT NO. 23.0136



EXHIBIT B

ILLUSTRATION FOR EXHIBIT A

PAGE 3 OF 4



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

EXHIBIT B

ILLUSTRATION FOR

EXHIBIT A

PAGE 4 OF 4

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	90°00'16"	15.00'	23.56'	S44°44'54"W	21.21'
C2	86°38'38"	3.00'	4.54'	S43°34'33"E	4.12'
C3	90°01'22"	10.00'	15.71'	N45°14'18"W	14.14'
C4	67°52'45"	40.00'	47.39'	S33°41'08"W	44.67'

DRAWING LOCATION: G:\BUCKLEY\23.0136--Shea Helix Warehouses\PLANS\EXHIBITS\Drainage and Utility Easements\DRAINAGE EASEMENT NO.2.dwg

APRIL 9, 2025



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

**MARTIN/MARTIN**
CONSULTING ENGINEERS

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survey@martinmartin.com

Lakewood, Colorado 80215
303.431.6100 | martinmartin.com