

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this _____ day of _____, 2025, by 380 Inverness Owner, LLC, a Delaware limited liability company ("Grantor"), whose address is 808 Washington Street, Suite 500, Vancouver, WA 98660, 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 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 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 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. 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.

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

GRANTOR:


380 Inverness Owner, LLC,
a Delaware limited liability company

By: Holland Partner Group Management, Inc.,
a Delaware corporation,
its Manager

By: 
Name: Thomas D. Warren
Title: President of Development Division


Approved by Caitlin O'Neill

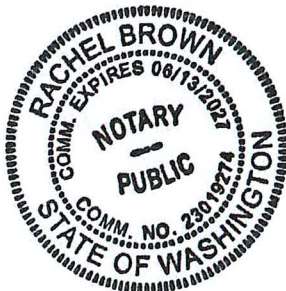

ATTEST:


By: 
Name: Rachel Brown
Title: Notary Public for Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Thomas D. Warren is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Development Division of Holland Partner Group Management, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated the 21 day of August, 2025.




Notary Public for Washington
My Appointment Expires: 06/13/2027

GRANTEE:

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

BY: _____
Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by the Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Lot 1,
Super Block A,
1st AMENDED PLAT OF INVERNESS SUBDIVISION FILING NO. SEVEN,
County of Douglas,
State of Colorado.

EXHIBIT B

PARCEL DESCRIPTION

A PORTION OF LOT 1, SUPER BLOCK A, 1ST AMENDED PLAT OF INVERNESS SUBDIVISION FILING NO. SEVEN AS RECORDED IN THE RECORDS OF DOUGLAS COUNTY AT RECEPTION NO. 308509, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP, STAMPED "CC T5S R67W ?? R67W S? S2 1999 PLS 7361", FLUSH WITH GRADE, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 2, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP STAMPED "W 1/4 COR. SEC. 2 T6 R67W LS 14070", FLUSH WITH GRADE, BEARS S 00°19'27" E, A DISTANCE OF 2812.23 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE S 28°41'03" E, A DISTANCE OF 1263.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE NORTH LINE OF SAID LOT 1 NORTH 89°40'33" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 27.71 FEET;

THENCE NORTH 89°39'27" EAST, A DISTANCE OF 28.38 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 19.70 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 19.65 FEET;

THENCE NORTH 89°39'27" EAST, A DISTANCE OF 9.21 FEET;

THENCE SOUTH 19°12'47" EAST, A DISTANCE OF 15.36 FEET;

THENCE NORTH 70°21'14" EAST, A DISTANCE OF 127.48 FEET TO SAID NORTH LINE OF LOT 1;

THENCE COINCIDENT WITH THE NORTH AND EAST LINES OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1) NORTH 89°40'33" EAST, A DISTANCE OF 292.14 FEET;

2) SOUTH 00°21'58" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 116.43 FEET;

THENCE SOUTH 00°19'35" EAST, A DISTANCE OF 325.74 FEET;

THENCE SOUTH 89°40'22" WEST, A DISTANCE OF 195.35 FEET;

THENCE NORTH 00°19'37" WEST, A DISTANCE OF 45.33 FEET;

THENCE NORTH 89°40'22" EAST, A DISTANCE OF 16.33 FEET;

THENCE SOUTH 00°19'37" EAST, A DISTANCE OF 15.33 FEET;

THENCE NORTH 89°40'22" EAST, A DISTANCE OF 98.48 FEET;

THENCE NORTH 00°19'37" WEST, A DISTANCE OF 15.33 FEET;

THENCE NORTH 89°40'22" EAST, A DISTANCE OF 16.33 FEET;

THENCE SOUTH 00°19'37" EAST, A DISTANCE OF 15.33 FEET;

THENCE NORTH 89°40'22" EAST, A DISTANCE OF 34.19 FEET;

THENCE NORTH 00°19'35" WEST, A DISTANCE OF 295.74 FEET;

THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 71.21 FEET;

THENCE SOUTH 00°02'17" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 83.50 FEET;

THENCE SOUTH 70°21'14" WEST, A DISTANCE OF 101.93 FEET;

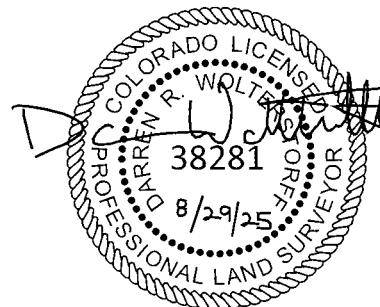
THENCE SOUTH 00°21'16" EAST, A DISTANCE OF 192.93 FEET;

THENCE SOUTH 21°47'05" WEST, A DISTANCE OF 73.59 FEET;

THENCE SOUTH 89°40'22" WEST, A DISTANCE OF 50.30 FEET;

THENCE SOUTH 00°19'19" EAST, A DISTANCE OF 146.26 FEET;

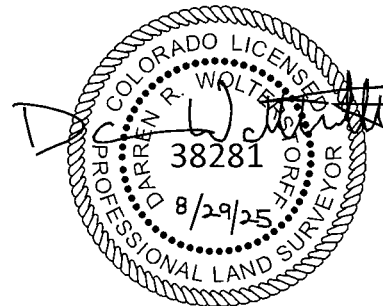
THENCE SOUTH 45°19'27" EAST, A DISTANCE OF 9.92 FEET;



CONTINUED

EXHIBIT B

THENCE SOUTH 00°18'47" EAST, A DISTANCE OF 49.10 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 54°05'09", A RADIUS OF 24.00 FEET, AN ARC LENGTH OF 22.66 FEET, A CHORD BEARING OF SOUTH 27°22'01" EAST, AND A CHORD DISTANCE OF 21.82 FEET;
THENCE ALONG A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A CENTRAL ANGLE OF 35°54'23", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 9.40 FEET, A CHORD BEARING OF SOUTH 72°21'47" EAST, AND A CHORD DISTANCE OF 9.25 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 22.27 FEET;
THENCE NORTH 00°19'21" WEST, A DISTANCE OF 121.03 FEET;
THENCE NORTH 89°40'35" EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°19'21" EAST, A DISTANCE OF 121.03 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 304.77 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF NORTH 44°40'33" EAST, AND A CHORD DISTANCE OF 14.14 FEET;
THENCE NORTH 00°19'27" WEST, A DISTANCE OF 31.04 FEET;
THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 27.36 FEET;
THENCE NORTH 00°19'27" WEST, A DISTANCE OF 57.92 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 27.36 FEET;
THENCE NORTH 00°19'27" WEST, A DISTANCE OF 6.04 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.80 FEET;
THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.01 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 20.43 FEET;
THENCE NORTH 01°07'29" EAST, A DISTANCE OF 113.73 FEET;
THENCE NORTH 00°19'27" WEST, A DISTANCE OF 12.86 FEET TO THE EXTENSION OF THE EASTERLY NORTHERN LINE OF SAID LOT 1;
THENCE COINCIDENT WITH SAID EXTENSIONS LINE AND THE EASTERLY NORTHERN LINE OF SAID LOT 1 NORTH 89°40'33" EAST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 13.24 FEET;
THENCE SOUTH 01°07'27" WEST, A DISTANCE OF 128.78 FEET;
THENCE SOUTH 01°52'20" WEST, A DISTANCE OF 118.81 FEET;
THENCE SOUTH 25°32'18" EAST, A DISTANCE OF 1.81 FEET;
THENCE SOUTH 10°52'27" EAST, A DISTANCE OF 9.88 FEET TO THE SOUTH LINE OF SAID LOT 1;
THENCE COINCIDENT WITH SAID SOUTH LINE SOUTH 89°40'33" WEST, A DISTANCE OF 600.23 FEET;
THENCE NORTH 00°18'58" WEST, A DISTANCE OF 54.48 FEET;
THENCE NORTH 89°39'50" EAST, A DISTANCE OF 84.58 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 96°24'19", A RADIUS OF 5.00 FEET, AN ARC LENGTH OF 8.41 FEET, A CHORD BEARING OF NORTH 41°28'24" EAST, AND A CHORD DISTANCE OF 7.46 FEET;
THENCE NORTH 00°17'42" WEST, A DISTANCE OF 61.06 FEET;
THENCE NORTH 45°19'27" WEST, A DISTANCE OF 9.91 FEET;
THENCE NORTH 00°19'19" WEST, A DISTANCE OF 131.96 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 85°06'50", A RADIUS OF 26.00 FEET, AN ARC LENGTH OF 38.62 FEET, A CHORD BEARING OF NORTH 42°52'52" WEST, AND A CHORD DISTANCE OF 35.17 FEET;
THENCE NORTH 85°26'17" WEST, A DISTANCE OF 102.92 FEET;
THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 22.29 FEET;
THENCE NORTH 00°19'27" WEST, A DISTANCE OF 26.00 FEET TO THE WEST LINE OF SAID LOT 1;
THENCE COINCIDENT WITH SAID WEST LINE NORTH 89°40'33" EAST, A DISTANCE OF 23.45 FEET;
THENCE SOUTH 85°26'17" EAST, A DISTANCE OF 85.98 FEET;
THENCE NORTH 04°33'43" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 85°26'17" EAST, A DISTANCE OF 16.33 FEET;
THENCE SOUTH 04°33'43" WEST, A DISTANCE OF 1.88 FEET;



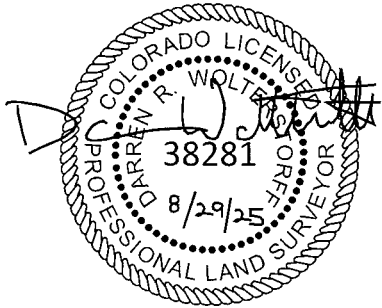
CONTINUED

EXHIBIT B

THENCE NORTH 89°40'22" EAST, A DISTANCE OF 79.08 FEET;
THENCE NORTH 21°47'05" EAST, A DISTANCE OF 47.53 FEET;
THENCE NORTH 00°21'16" WEST, A DISTANCE OF 175.31 FEET;
THENCE SOUTH 89°38'44" WEST, A DISTANCE OF 3.56 FEET;
THENCE NORTH 19°12'47" WEST, A DISTANCE OF 24.14 FEET;
THENCE SOUTH 89°39'27" WEST, A DISTANCE OF 165.94 FEET;
THENCE SOUTH 00°18'41" EAST, A DISTANCE OF 174.52 FEET;
THENCE SOUTH 89°40'33" WEST, A DISTANCE OF 45.17 FEET TO SAID WEST LINE OF LOT 1;
THENCE COINCIDENT WITH SAID WEST LINE NORTH 00°19'27" WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 89°40'33" EAST, A DISTANCE OF 15.18 FEET;
THENCE NORTH 00°18'41" WEST, A DISTANCE OF 144.51 FEET;
THENCE SOUTH 89°39'27" WEST, A DISTANCE OF 15.21 FEET TO SAID WEST LINE OF LOT 1;
THENCE COINCIDENT WITH SAID WEST LINE NORTH 00°19'27" WEST, A DISTANCE OF 57.72 FEET TO
THE POINT OF BEGINNING.

PARCEL CONTAINS 113,792 SQUARE FEET OR 2.6123 ACRES, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT B

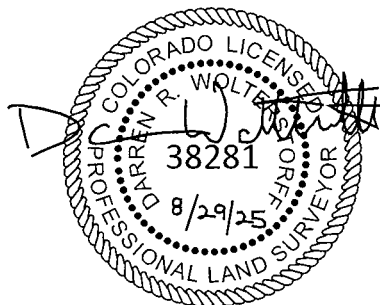
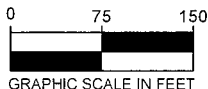
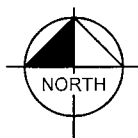
A PORTION OF LOT 1, SUPER BLOCK A, 1ST AMENDED PLAT OF
INVERNESS SUBDIVISION FILING NO. SEVEN
SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF DOUGLAS, STATE OF COLORADO

POINT OF COMMENCEMENT
NW COR. SEC. 2
RECOVERED 3-1/4" ALUMINUM CAP
"CC T5S R67W ?? R67W
S? S2 1999 PLS 7361"
FLUSH WITH GRADE

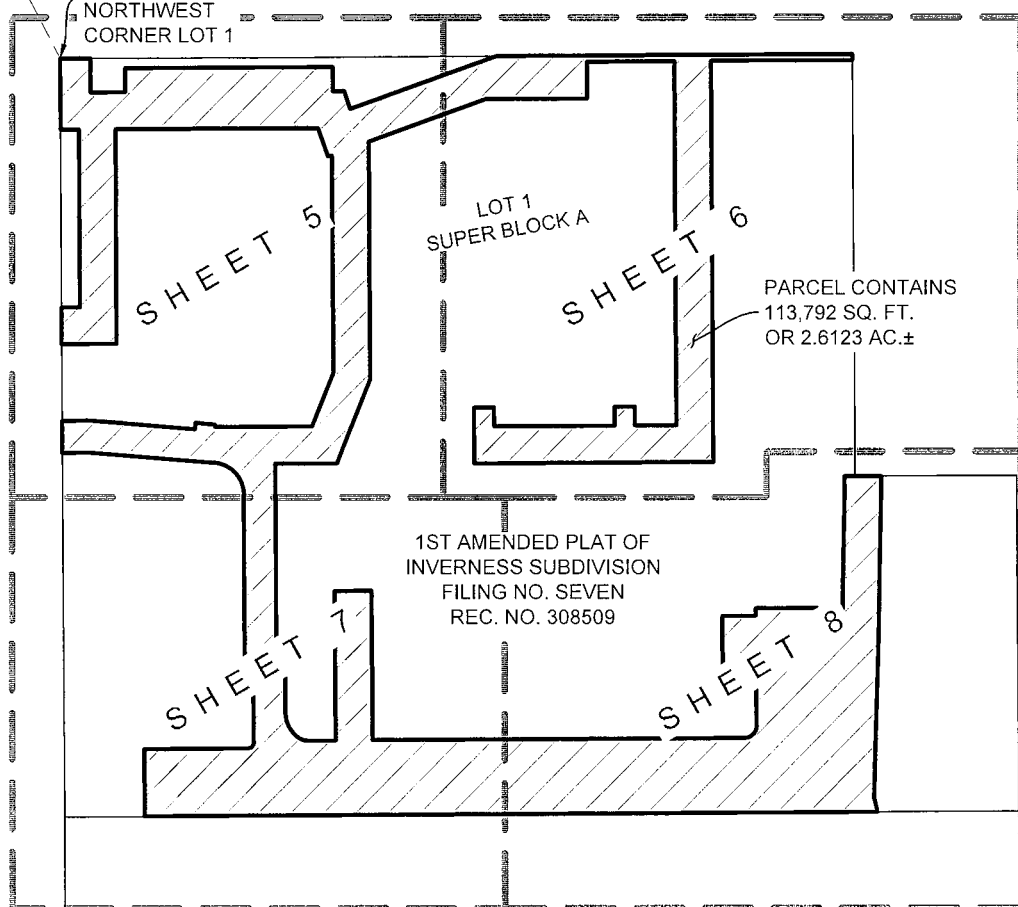
BASIS OF BEARINGS
W LINE NW QTR SEC. 2
S00°19'27"E 2812.23'

W QTR COR. SEC. 2
RECOVERED 3-1/4" ALUMINUM CAP
"W 1/4 COR. SEC. 2 T6 R67W LS 14070"
FLUSH WITH GROUND

S28°41'03"E
1263.06' (TIE)



POINT OF
BEGINNING
NORTHWEST
CORNER LOT 1



NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

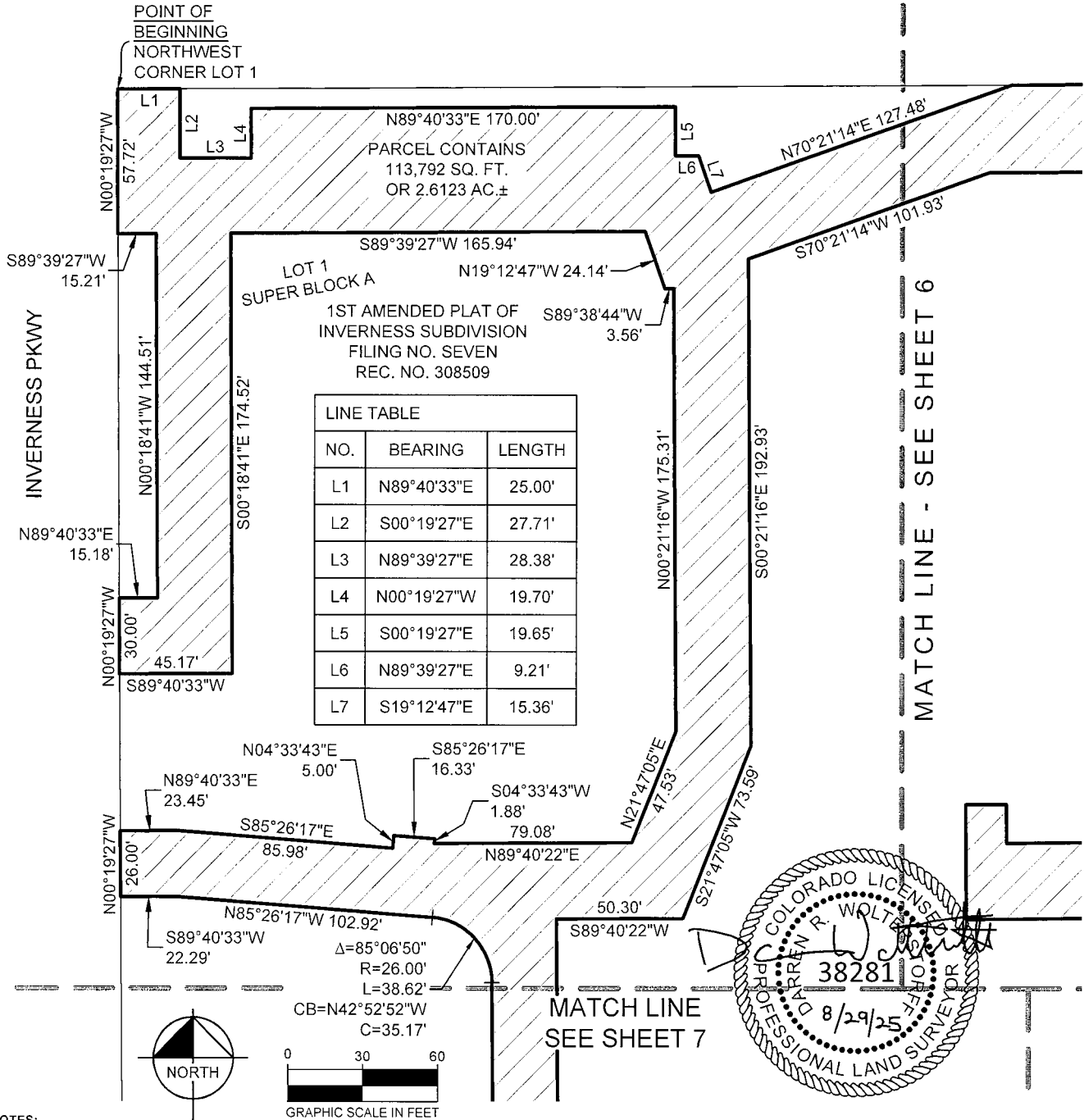
6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	PTM	ORW	2025-08-21	096528008	4 OF 8

EXHIBIT B

A PORTION OF LOT 1, SUPER BLOCK A, 1ST AMENDED PLAT OF
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SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF DOUGLAS, STATE OF COLORADO



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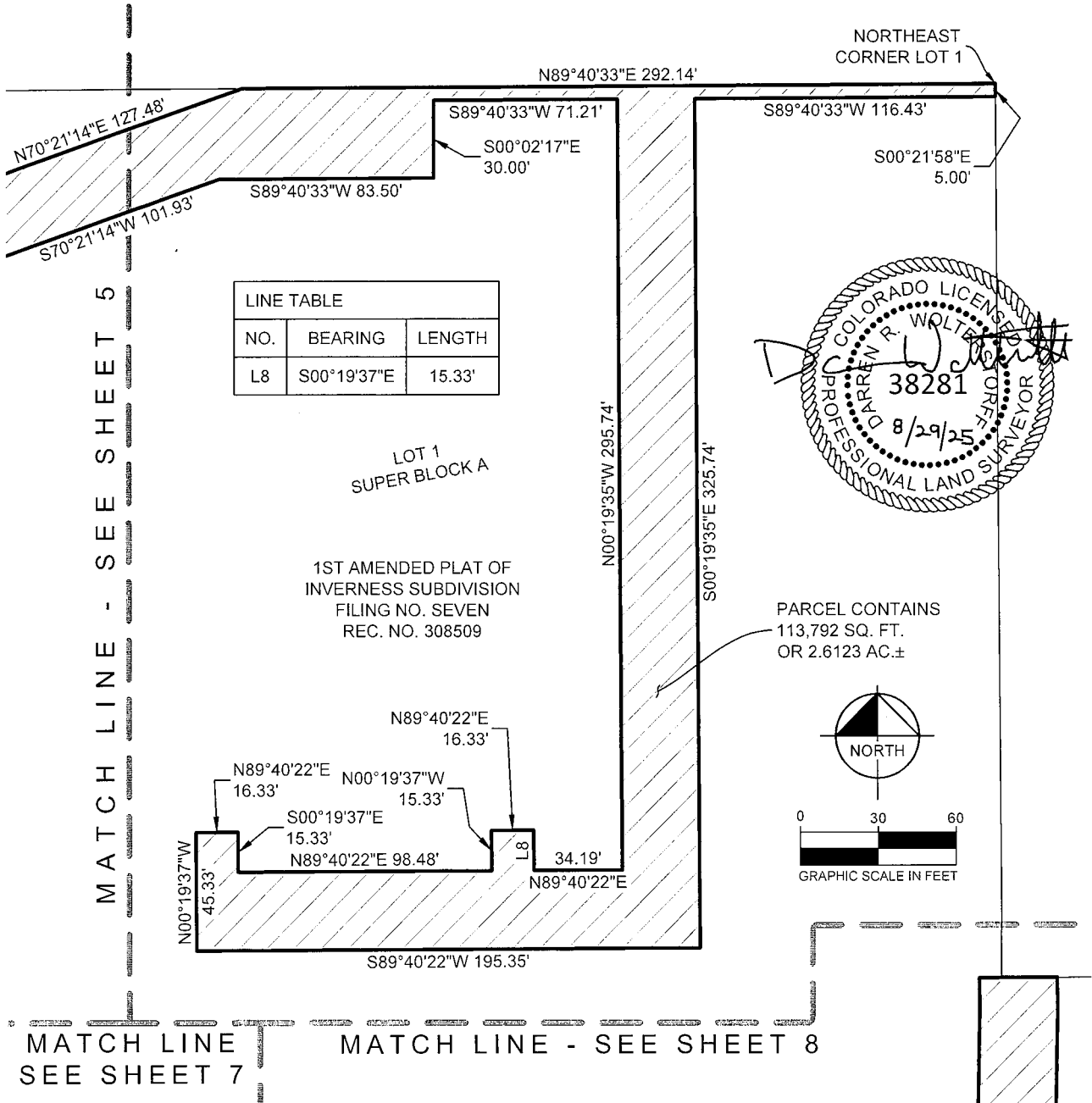
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	PTM	DRW	2025-08-21	096528008	5 OF 8

EXHIBIT B

A PORTION OF LOT 1, SUPER BLOCK A, 1ST AMENDED PLAT OF
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RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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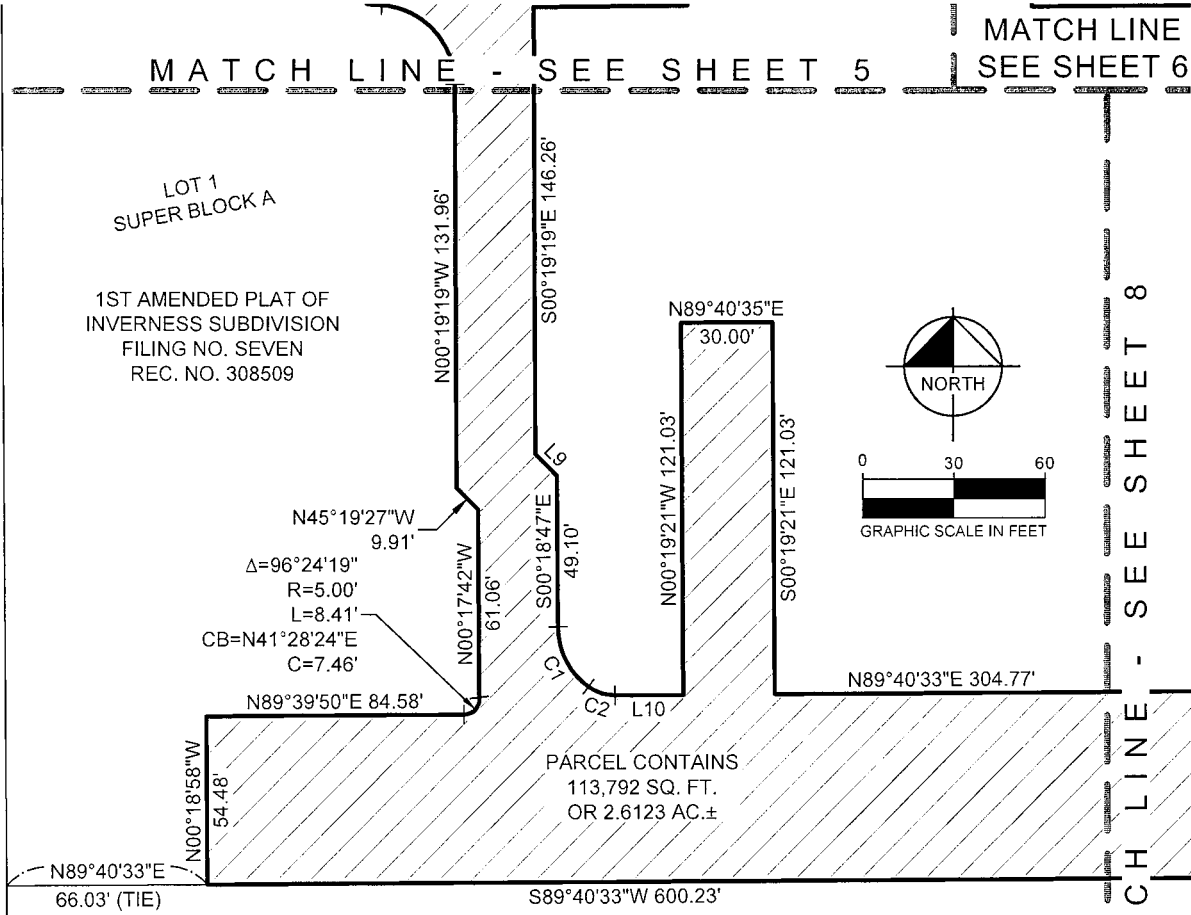
INVERNESS PKWY

LOT 1
SUPER BLOCK A

1ST AMENDED PLAT OF
INVERNESS SUBDIVISION
FILING NO. SEVEN
REC. NO. 308509

MATCH LINE - SEE SHEET 5

MATCH LINE
SEE SHEET 6



MATCH LINE - SEE SHEET 8

LINE TABLE		
NO.	BEARING	LENGTH
L9	S45°19'27"E	9.92'
L10	N89°40'33"E	22.27'

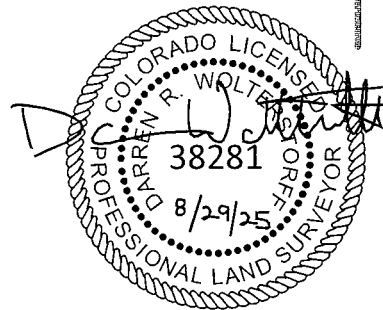
LOT 1B
INVERNESS SUBDIVISION NO. SEVEN
15TH AMENDMENT
REC. NO. 2020032520
NOT A PART

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	54°05'09"	24.00'	22.66'	S27°22'01"E	21.82'
C2	35°54'23"	15.00'	9.40'	S72°21'47"E	9.25'

NOTES:

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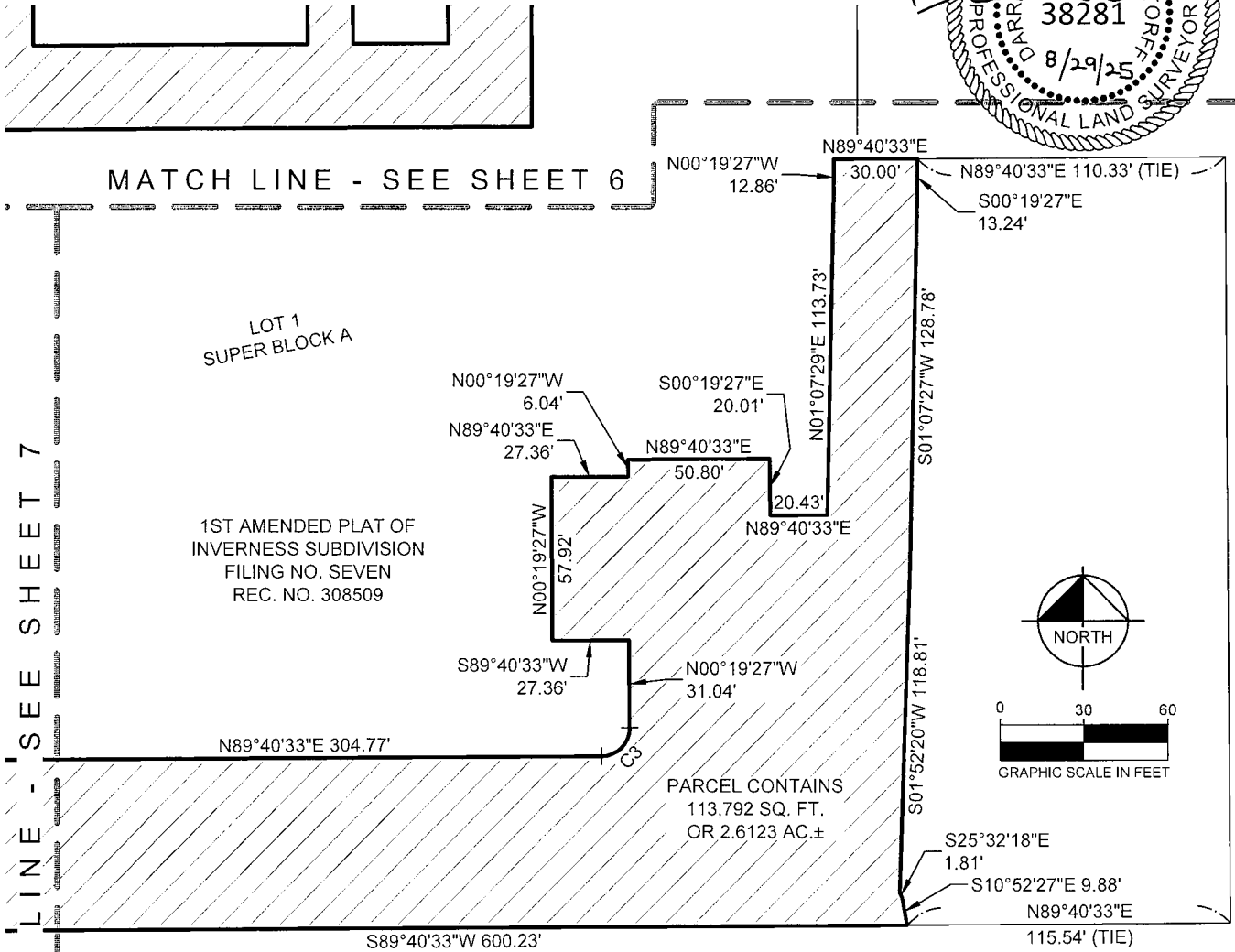
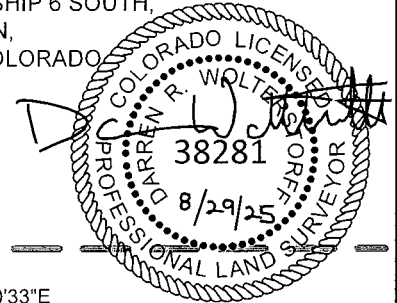
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1" = 60'	PTM	DRW	2025-08-21	096528008	7 OF 8

EXHIBIT B

A PORTION OF LOT 1, SUPER BLOCK A, 1ST AMENDED PLAT OF
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SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF DOUGLAS, STATE OF COLORADO



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C3	90°00'00"	10.00'	15.71'	N44°40'33"E	14.14'

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