

GRANT OF EASEMENT STORM DRAINAGE

THIS GRANT OF EASEMENT ("Grant of Easement") is given this ____ day of _____, 2025, by GRACE CHAPEL, a Colorado non-profit corporation ("Grantor"), whose address is 8505 S. Valley Highway, Englewood, Colorado 80112, 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. Grantor Property. Grantor is the owner of certain real property located in the County of Douglas, State of Colorado (the "Property"), more particularly described on **Exhibit A**, attached hereto and incorporated herein.

2. 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 B**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit C**, 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 in this Grant of Easement. 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. Grant of Easement Conditioned on the Sale of Grantor Property. In the event Grantor does not convey the Property encumbered by this Easement to Garrett Acquisitions, LLC, an Indiana limited liability company ("Garrett") or Garrett's permitted assignee, on or before November 1, 2025, then at any time thereafter, Grantor may terminate all rights, title, and interest granted under this Easement by recording a notice of termination in the real property records of Douglas County, Colorado. Upon such recording, all rights granted to Grantee hereunder shall be null and void, and this Easement shall be of no further force or effect and shall be deemed released without any further action or documentation required from Grantee.

7. Binding Effect. This Grant of Easement 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 of Easement shall be construed as covenants running with the land.

(Remainder of page intentionally left blank; signatures follow on next pages)

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

GRANTOR:

GRACE CHAPEL, a Colorado non-profit corporation

By: Joshua M. Weidmann
Name: Joshua Michael Weidmann
Title: Senior Pastor

STATE OF COLORADO)
) ss.
COUNTY Denver)

The foregoing instrument was acknowledged before me this 29 day of September, 2025, by Joshua Weidmann as Senior Pastor of GRACE CHAPEL, a Colorado non-profit corporation.

My commission expires: 11/09/2029.

Witness my hand and official seal.

Kristin Gordon
Notary Public

GRANTEE:

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

By: _____,
_____, Chair

[illegible]

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.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

**EXHIBIT A
TO
GRANT OF EASEMENT**

Grantor Property

Lots 1-A and 2-A, CASTLEVIEW FILING NO. 1, 2nd Amendment, according to the plat thereof recorded March 10, 2008 under Reception No. 2008016726, County of Douglas, State of Colorado.

**EXHIBIT B
TO
GRANT OF EASEMENT**

Legal Description of Easement Property

EXHIBIT B
LEGAL DESCRIPTION

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF LOT 2-A, CASTLE VIEW FILING NO. 1, 2ND AMENDMENT, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO PER PLAT RECORDED MARCH 10, 2008, AT RECEPTION NO. 2008016726 IN THE OFFICIAL RECORDS OF SAID COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 2A, WHENCE THE NORTH LINE OF SAID LOT 2A BEARS SOUTH 89°28'27" WEST, A DISTANCE OF 296.06 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTH LINE;

THENCE SOUTH 03°53'44" WEST, A DISTANCE OF 164.71 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 01°05'01" EAST, A DISTANCE OF 281.66 FEET;

THENCE SOUTH 02°22'05" EAST, A DISTANCE OF 7.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 184.58 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°38'00" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°57'46", AN ARC LENGTH OF 44.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 790.15 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 72°41'09" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°44'17", AN ARC LENGTH OF 175.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 11.83 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 51°17'41" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°07'42", AN ARC LENGTH OF 15.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 66°28'18" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°48'13", AN ARC LENGTH OF 11.45 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 57°20'54" WEST, A DISTANCE OF 28.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.57 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 31°09'55" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°46'19", AN ARC LENGTH OF 38.69 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 12°59'55" WEST, A DISTANCE OF 181.96 FEET;

THENCE NORTH 10°42'03" WEST, A DISTANCE OF 36.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 225.97 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°28'59" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'16", AN ARC LENGTH OF 17.57 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 01°05'13" WEST, A DISTANCE OF 287.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 16.21 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 83°01'26" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 159°53'51", AN ARC LENGTH OF 45.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 20,614 SQUARE FEET OR 0.473 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, COLORADO PLS NO. 38668
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122

**EXHIBIT C
TO
GRANT OF EASEMENT**

Depiction of Easement Property

(BASIS OF BEARINGS)
NORTH LINE LOT 2-A
S89°28'27"W 296.06'

**POINT OF
COMMENCEMENT**
NE'LY CORNER LOT 2-A

$\Delta=159^{\circ}53'51''$
 $R=16.21'$
 $L=45.25'$

NE 1/4 SEC. 3
T6S, R67W, 6TH P.M.

S83°01'26"E (R)

POINT OF BEGINNING

LOT 2-A
CASTLE VIEW
FILING NO. 1, 2ND
AMENDMENT
REC NO. 2008016726

PARCEL CONTAINS
20,614 SQ. FT.,
OR 0.473 ACRES,
MORE OR LESS

N01°05'13"W 287.15'

S01°05'01"E 281.66'

SEE PAGE 4

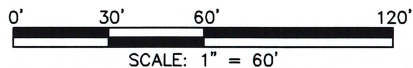
S03°53'44"W 164.71' (TIE)

SOUTH VALLEY HIGHWAY
(VARIABLE WIDTH PUBLIC ROW)
REC. NO. 2000088483



LINE TABLE		
LINE	BEARING	LENGTH
RAD 1	N51°17'41"E	11.83'
RAD 2	S66°28'18"E	20.00'
RAD 3	N31°09'55"W	20.57'

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



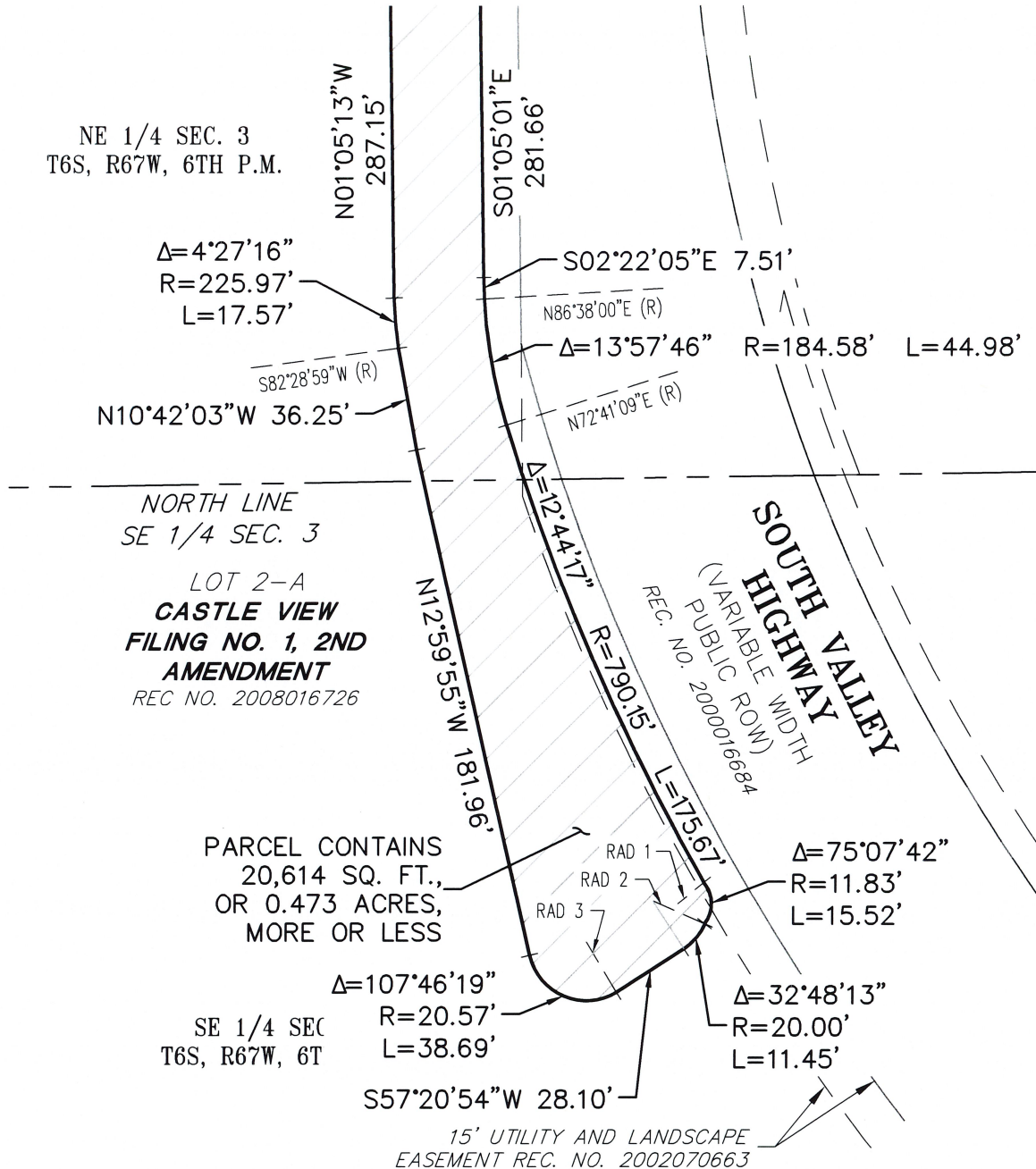
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DRAINAGE EASEMENT
SE 1/4 SEC. 3, T6S, R67W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

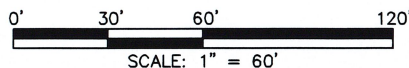
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JOB NUMBER: 144424-01 DATE: 7/28/2025 DWG: RDS CHK: BJM 3 OF 4 PAGES

NE 1/4 SEC. 3
T6S, R67W, 6TH P.M.

SEE PAGE 3



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



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DRAINAGE EASEMENT
SE 1/4 SEC. 3, T6S, R67W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

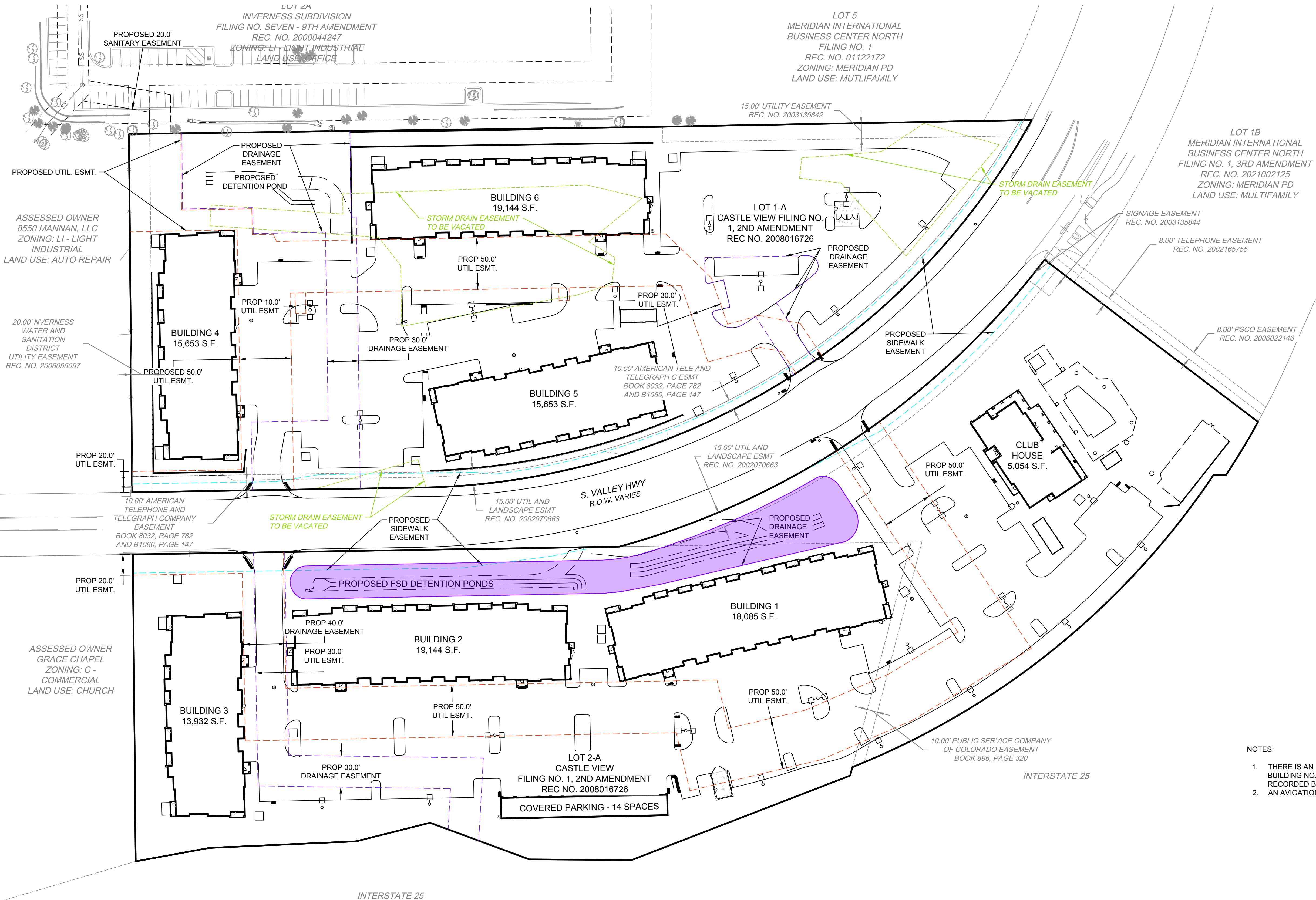
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JOB NUMBER: 144424-01 DATE: 7/28/2025 DWG: RDS CHK: BJM 4 OF 4 PAGES

CASTLE VIEW FILING NO. 1, 2ND AMENDMENT, LOTS 1-A & 2-A

LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS,
STATE OF COLORADO

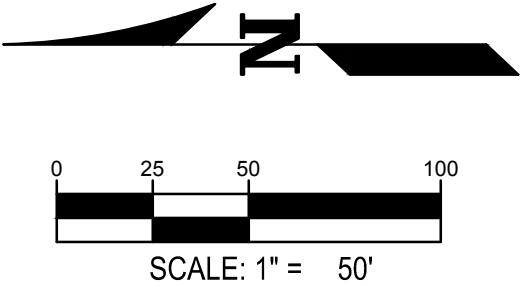
12.603 ACRES

USR PLAN EXHIBIT - US2024-009



- NOTES:
- 1. THERE IS AN EXISTING, UN-PLOTTABLE XCEL EASEMENT IN THE AREA OF BUILDING NO. 3 THAT IS BEING REVISED BY XCEL AND WILL BE CLARIFIED AND RECORDED BY SEPARATE DOCUMENT ONCE COMPLETE.
 - 2. AN AVIGATION EASEMENT WILL RECORDED ON THE PROPERTY AFTER CLOSING.

STORM DRAINAGE EASEMENT
TO BE RECORDED



Approval Certificate	
Planning	_____
Owner	_____
Lessee (if applicable)	_____
Initials/Date	

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

900 south broadway
suite 320
denver, co 80209
p 303.661.3333
waremalcomb.com

FOR AND ON BEHALF
OF WARE MALCOMB

COUNTY LINE STATION
SITE IMPROVEMENT PLAN
DOUGLAS COUNTY, COLORADO

EASEMENT EXHIBIT	
NO.	REMARKS
1	USE BY SPECIAL REVIEW
2	USE BY SPECIAL REVIEW
3	USE BY SPECIAL REVIEW
4	USE BY SPECIAL REVIEW
5	USE BY SPECIAL REVIEW
6	USE BY SPECIAL REVIEW
7	USE BY SPECIAL REVIEW

JOB NO.:	DCS24-4002
PA / PM:	CS
DESIGNED:	MN
DATE:	08/20/2024
PLOT DATE:	08/05/25