

GRANT OF UTILITY EASEMENT
(Overhead Light Poles & Underground Electric Line)

THIS GRANT OF EASEMENT ("Grant of Easement") is given this 24th day of April, 2025, by **DOUBLE HELIX WEST, LLC**, a Colorado limited liability company, whose address is 8351 E. Belleview Ave., Denver, CO 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"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties" and singularly as a "Party."

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.
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 perpetual non-exclusive utility easement ("Easement") on, over, under, through and across the Easement Property for the installation and continued use, operation, maintenance, construction, repair, alteration, replacement and removal (the "Work") of overhead light poles and underground utility service facilities, including, but not limited to, surface mounted light poles and underground cables, wires, pipes, mains, ducts, transmission/distribution line systems, conduits, manholes and other incidental equipment such as surface mounted transformers, pedestals and cabinets (collectively the "Public Improvements").
4. 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 of Easement.
5. Prohibited Uses. It is agreed that neither Grantor nor Grantee will take any action that would unreasonably harm the Easement Area in a manner that would impair the rights of the Parties described herein or the Public Improvements. Grantor shall not construct or install any structure or improvement on the Easement Area including, without limitation, any building, hard surfacing improvements such as concrete or asphalt, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Area without Grantee's prior written consent. Grantee may remove any structure or improvement situated on the Easement Area as of the date of this Easement Agreement or subsequently placed thereon at the expense of Grantor; provided, however, that prior to the removal of any such structure or improvement, Grantee will notify Grantor to allow Grantor the opportunity to remove or cure the same.
6. Right to Subjacent and Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, installation, operation, maintenance, repair, and replacement of the Public Improvements. It is specifically agreed that, except as

provided in this Easement Agreement, Grantor shall not take any action, which would impair the lateral or subjacent support for the Public Improvements.

7. 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 the Work, 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.

8. Repair and Restoration. Upon the completion of the 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, 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 like kind materials.

9. Removal of Equipment. Upon completion of the 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.

10. 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's not possible to reset or replace the disturbed fencing at its original location.

11. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction, maintenance and/or repair activities, shall be replaced with like kind materials by Grantee.

12. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

13. Compliance with Laws. Grantee shall cause all Work on the Easement Property 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 the Work.

14. 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 operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.

15. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, 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 Property. As used in this Grant of 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.

16. Warranties and Disclaimers. Grantor warrants that it is the fee simple owner of the Easement Area and has lawful authority to grant and convey this Grant of Easement. Grantor makes no further 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. Nothing in this Grant of Easement shall restrict Grantor's right to transfer title to the Easement Area, subject to the terms of this Grant of Easement Agreement.

17. General Provisions.

a. Controlling Law. The interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Grant of 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 Grant of 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 Grant of Easement sets forth the entire agreement of the Parties with respect to the Grant of Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third-Party Beneficiaries. This Grant of 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 commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Grant of 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 Grant of Easement.

j. Counterparts. This Grant of 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 Grant of 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]

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

In Witness hereof, the undersigned have executed this Easement Agreement this 24th day of April, 2025.

GRANTOR:

Double Helix West, LLC, a Colorado
Limited liability company

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

By: Eric R. Heroy
Assistant Secretary

By: [Signature]
Assistant Secretary

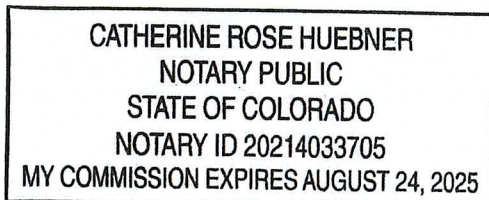
STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 24th day of April, 2025, by Eric Heroy and John Wilcox, 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 Catherine Huebner

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

In Witness hereof, the undersigned have executed this Easement Agreement this _____ day of _____, 2025.

GRANTEE:

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

Attest:

By: _____
ABE LAYDON, Chair

By: _____
Hayley Hall,
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 Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public _____

EXHIBIT A
UTILITY EASEMENT
PAGE 1 OF 2

LAND DESCRIPTION

THE NORTHERLY 5.00 FEET OF SAID LOT 2A-1A, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 6, SEVENTH 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.

SAID PARCEL CONTAINS 0.066 ACRES, (2,853 SQUARE FEET), MORE OR LESS.

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

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
DECEMBER 29, 2024
303-431-6100
JOB #23.0136



Digitally signed by Richard A. Nobbe PLS
DN: cn=US,
Email=richard@martinmartin.com,
o=Martin/Martin Inc.,
cn=Richard A. Nobbe PLS
Date: 2024.12.23
12:37:13-07'00'

ILLUSTRATION FOR

EXHIBIT A

PAGE 2 OF 2

PART LOT 3A,
MERIDIAN INTERNATIONAL
BUSINESS CENTER FILING NO. 6,
1ST AMENDMENT

TRACT D
MERIDIAN INTERNATIONAL
BUSINESS CENTER,
FILING NO. 6, 7TH AMENDMENT

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

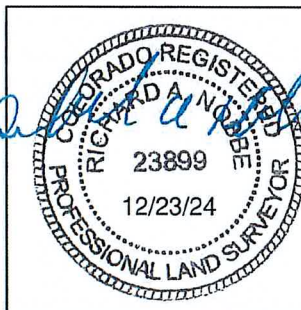
5.00'

LOT 1
DENVER JET CENTER INC.

DOUBLE HELIX COURT
(42' PUBLIC RIGHT-OF-WAY)

LOT 2A-1A,
MERIDIAN INTERNATIONAL
BUSINESS CENTER FILING NO. 6,
7TH AMENDMENT

0 50 100
SCALE: 1"=100'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET



DECEMBER 23, 2024

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

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