

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT** ("Grant") is given this 23<sup>rd</sup> day of February, 2023, by **DOUGCO LLC** ("Grantor"), whose address is 7631 Shaffer PKWY STEC, Littleton, CO 80127, 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:**

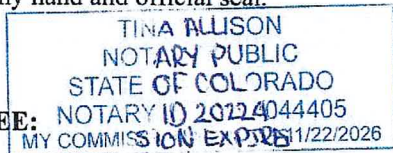
DOUGCO LLC  
By: [Signature]  
Name: Danny Wirth  
Title: Pres

**Attest:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2023 by Danny Wirth as President of Dougco LLC.  
My commission expires: 11/22/2026.

Witness my hand and official seal.



[Signature]  
Notary Public

**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



PLOT



**DAVID E. ARCHER & ASSOCIATES, INC.**  
**PROFESSIONAL LAND SURVEYORS & ENGINEERS**

105 Wilcox Street \* Castle Rock, CO 80104  
PHONE (303) 688-4642 \* FAX (303) 688-4675 \* karcher@davidearcher.com

**EXHIBIT B**

Job No. 04-1082  
Page 2 of 2 Pages

**DRAINAGE EASEMENT DESCRIPTION:**

An easement situated in Lot 2, Louviers Industrial Park, Douglas County, Colorado more particularly described as follows:

Beginning at the Northwest corner of Lot 2, and considering the North line of said Lot 2 to bear N 82°30'59"E with all bearings contained herein relative thereto;

Thence N 82°30'59"E along said North line a distance of 57.98 feet;

Thence leaving said North line S 00°17'29"E a distance of 22.99 feet;

Thence S 58°51'44"W a distance of 24.08 feet;

Thence S 31°02'36"E a distance of 96.19 feet;

Thence N 59°26'30"E a distance of 24.26 feet;

Thence N 31°08'51"W a distance of 16.63 feet;

Thence N 58°51'09"E a distance of 32.79 feet;

Thence S 85°24'13"E a distance of 21.51 feet;

Thence S 72°03'12"E a distance of 29.79 feet;

Thence S 20°49'34"W a distance of 58.30 feet;

Thence S 29°48'15"E a distance of 144.57 feet;

Thence N 61°46'33"E a distance of 15.44 feet;

Thence N 54°59'26"E a distance of 159.53 feet;

Thence N 24°21'13"E a distance of 40.73 feet to a point on the East line of said Lot 2;

Thence S 27°03'02"E along the said East line a distance of 30.71 feet;

Thence leaving said East line S 24°21'13"W a distance of 28.15 feet;

Thence S 54°59'26"W a distance of 167.52 feet;

Thence S 61°46'33"W a distance of 40.21 feet;

Thence N 29°48'15"W a distance of 137.62 feet;

Thence S 60°31'17"W a distance of 45.63 feet to a point on the West line of said Lot 2;

Thence N 29°49'00"W along said West line a distance of 222.26 feet to the Point of

Beginning;

This description was prepared under the direct supervision of Johnny Calvin Hicks, PLS 36570, for and on behalf of David E. Archer and Associates, Inc.

Signed: \_\_\_\_\_  
JOHNNY CALVIN HICKS