

**GRANT OF EASEMENT AND MAINTENANCE AGREEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT AND MAINTENANCE AGREEMENT (“Easement Agreement”) is entered into this ___ day of _____, 2026, by and between Bruce Ray Trunck and Sherry Lee Trunck, Co-Trustees of the Bruce R. Trunck and Sherry L. Trunck Joint Revocable Trust, dated September 18, 2023 (“Grantor”), whose address is 3131 E. Palmer Divide Avenue, Larkspur, Colorado 80118, The Board of County Commissioners of the County of Douglas, State of Colorado (“Grantee”), whose address is 100 Third Street, Castle Rock, Colorado, 80104, and Cellco Partnership d/b/a Verizon Wireless (“Lessee”) whose address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404).

RECITALS

WHEREAS, Grantor is the owner of certain real property on S. Furrow Road, approximately 1,050' north of E. Palmer Divide Avenue, Larkspur, Douglas County, Colorado, as legally described in **Exhibit A** attached hereto and incorporated herein (the “Property”);

WHEREAS, Lessee is seeking approval from Grantee of its application for a Special Use Permit to install, maintain, and operate communications equipment on a stealth monopine tower to be constructed and maintained by Lessee on the Property;

WHEREAS, Grantee is requiring a non-exclusive storm drainage easement as a condition to the Special Use Permit; and

WHEREAS, Lessee is the owner of a leasehold estate within the Property as described in **Exhibit B** attached hereto and incorporated herein (the “Leased Premises”), pursuant to a Land Lease Agreement, dated May 13, 2025 (the “Lease Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties intending to be legally bound 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 C**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit D**, attached hereto and incorporated herein.
2. Consideration. Grantor grants this Easement (as defined herein) in consideration of the mutual covenants and agreements herein contained.
3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a nonexclusive 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 Lessee 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 Lessee. In the event such maintenance and repair are not performed by Lessee 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 Lessee and 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 Lessee upon receipt of invoice (with supporting documentation) delivered to 10000 Park Meadows Drive, Suite 300, Lone Tree, Colorado 80124. In the event Lessee fails to reimburse Grantee within thirty (30) days after submission of the invoice for the costs incurred, Grantor shall be responsible for the same. If neither Lessee nor Grantor provide reimbursement, Grantee shall have the right to enforce such obligation by appropriate legal action. It is Lessee'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 Easement Agreement. 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. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Grantor: Bruce Ray Trunck and Sherry Lee Trunck, Co-Trustees
Bruce R. Trunck and Sherry L. Trunck
Joint Revocable Trust dated September 18, 2023
3131 E. Palmer Divide Avenue
Larkspur, Colorado 80118

Grantee: The Board of County Commissioners of the
County of Douglas, State of Colorado
100 Third Street
Castle Rock, Colorado, 80104

Lessee: Cellco Partnership
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

7. Assignment. Lessee may, at its discretion and upon written notification to Grantor and Grantee, assign and delegate all or any portion of its rights and liabilities under this Easement Agreement in connection with any assignment of the Lease Agreement, or sublease or license of all or a portion of the Leased Premises, without Grantor's or Grantee's consent. Lessee shall be released from its obligations hereunder only with the prior written consent of Grantor and Grantee.

8. Authority. Grantor, Grantee, and Lessee each hereby represent and warrant to the other that the person executing this Easement Agreement on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Easement Agreement on that party's behalf, and that no authorization, approval or consent from any other person or entity is necessary as a condition precedent to the legal effect of this Easement Agreement or the terms and conditions as set forth herein.

9. Amendments. Any modification or other termination of this Easement shall become effective only upon the execution by Grantor, Grantee, and Lessee of a written instrument.

10. Entire Agreement. This Easement Agreement constitutes the entire agreement between Grantor, Grantee, and Lessee relating to the Easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement Agreement are of no force and effect.

11. Binding Effect. This Easement Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements, and conditions in this Easement Agreement shall be construed as covenants running with the land.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Property

PARENT TRACT:

Tract in the south half of the southwest quarter Section 31, T.10.S, R.66.W, Reception No. 2023040725, Parcel ID 2773-313-00-039 3131 E. Palmer Divide Ave., Owner: Bruce and Sherry Trunck Joint Revocable Trust, 3131 E. Palmer Divide Ave., Larkspur, CO 80118

EXHIBIT B

Leased Premises

25'x45' LEASE AREA - PROPOSED:

A 25'x45' parcel of land over and across that parcel of land described at Reception No. 2023040725 in the Public Records of Douglas County (Parent Tract), located in the Southwest Quarter of Section 31, Township 10 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, said parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the of the Southwest Quarter of the Southwest Quarter of Section 31, Township 10 South, Range 66 West of the 6th P.M., assumed to bear North 89°50'03" East (North 89°59'12" East per deed), a distance of 1327.74 feet, monumented by a #6 rebar at the South Sixteenth Corner and by a #4 rebar at the Southwest Sixteenth Corner of said Section 31.

Beginning at a point on the east line of the 25'x45' Lease Area, whence the South Sixteenth Comer of Section 31, Township 10 South, Range 66 West of the 6th P.M. bears North 47°48'03" West, a distance of 218.23 feet;

THENCE South 00°17'33" East, a distance of 30.98 feet;

THENCE South 89°42'27" West, a distance of 25.00 feet;

THENCE North 00°17'33" West, a distance of 10.98 feet to the Point of Beginning of the hereinafter described 10' wide Utility Easement;

THENCE continuing North 00°17'33" West, a distance of 34.02 feet;

THENCE North 89°42'27" East, a distance of 25.00 feet;

THENCE South 00°17'33" East, a distance of 14.02 feet to the Point of Beginning.

Containing 1,125 Square Feet, or 0.026 Acres, more or less.

EXHIBIT C

Easement Property

DRAINAGE EASEMENT - PROPOSED:

A parcel of land over and across that parcel of land described at Reception No. 2023040725 in the Public Records of Douglas County (Parent Tract), located in the Southwest Quarter of Section 31, Township 10 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, said parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the of the Southwest Quarter of the Southwest Quarter of Section 31, Township 10 South, Range 66 West of the 6th P.M., assumed to bear North 89°50'03" East (North 89°59'12" East per deed), a distance of 1327.74 feet, monumented by a #6 rebar at the South Sixteenth Corner and by a #4 rebar at the Southwest Sixteenth Corner of said Section 31.

Beginning at a point whence the South Sixteenth Corner of Section 31, Township 10 South, Range 66 West of the 6th P.M. bears North 44°54'22" West, a distance of 175.45 feet;

THENCE South 89°59'26" East, a distance of 86.29 feet;

THENCE South 00°00'34" West, a distance of 195.63 feet;

THENCE North 33°39'37" West, a distance of 122.85 feet;

THENCE South 87°57'59" West, a distance of 56.48 feet to the west line of line of that parcel described at Reception No. 2023040725 in the public records of Douglas County (Parent Tract), and the east right of way line of Furrow Road;

THENCE North 00°17'33" West, a distance of 30.01 feet along said west line and said east right of way line;

THENCE North 87°57'59" East, a distance of 57.76 feet;

THENCE South 83°39'37" East, a distance of 49.25 feet;

THENCE North 00°00'34" East, a distance of 79.92 feet;

THENCE North 89°59'26" West, a distance of 14.27 feet;

THENCE North 00°00'34" East, a distance of 77.53 feet to the Point of Beginning.

Containing 18,117 Square Feet, , or 0.416 Acres, more or less.

