

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT. (“Grant”) is given this _____ day of _____, 20____, by STANDER, LLC (“Grantor”), whose address is 3900 NORWOOD DRIVE, LITTLETON, CO 80125, 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.

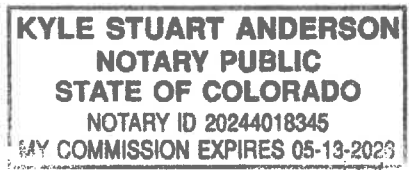
IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTOR:

By: STANDER, LLC
Name: Bernie Stander Bernie Stander
Title: Manager/owner

Attest:
By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 16th day of January, 2025, by Kyle Stuart Anderson as Notary Public of Colorado.

My commission expires: 05-13-2028.

Witness my hand and official seal.

Kyle Anderson
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 _____ 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

SHEET 1 OF 2

A PARCEL OF LAND WITHIN LOT 7, BLOCK 1, CHATFIELD INDUSTRIAL PARK, LOCATED IN THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, POINT ALSO BEING THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 6;
THENCE SOUTH 89°34'27" EAST, ON THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 25.00 FEET;
THENCE NORTH 00°25'33" EAST, A DISTANCE OF 58.28 FEET;
THENCE SOUTH 89°34'27" EAST, A DISTANCE OF 158.83 FEET;
THENCE NORTH 00°45'57" EAST, A DISTANCE OF 35.16 FEET;
THENCE NORTH 89°34'27" WEST, A DISTANCE OF 74.96 FEET;
THENCE NORTH 00°45'57" EAST, A DISTANCE OF 177.54 FEET;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 89°19'10", A CHORD BEARING NORTH 45°25'32" EAST 19.68 FEET, FOR AN ARC LENGTH OF 21.82 FEET;
THENCE SOUTH 89°54'53" EAST, A DISTANCE OF 86.19 FEET;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 30°09'02", A CHORD BEARING SOUTH 74°50'22" EAST 28.61 FEET, FOR AN ARC LENGTH OF 29.94 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 141.86 FEET, A CENTRAL ANGLE OF 28°07'38", A CHORD BEARING SOUTH 73°49'41" EAST 68.94 FEET, FOR AN ARC LENGTH OF 69.64 FEET;
THENCE NORTH 20°28'03" EAST, A DISTANCE OF 7.70 FEET;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE RIGHT OF WAY OF NORWOOD DRIVE HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 25°38'29", A CHORD BEARING NORTH 52°59'11" WEST 24.41 FEET, FOR AN ARC LENGTH OF 24.61 FEET;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 121.86 FEET, A CENTRAL ANGLE OF 19°49'37", A CHORD BEARING NORTH 69°40'40" WEST 41.98 FEET, FOR AN ARC LENGTH OF 42.17 FEET;
THENCE ON A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 30°09'22", A CHORD BEARING NORTH 74°50'22" WEST 39.01 FEET, FOR AN ARC LENGTH OF 39.47 FEET;
THENCE NORTH 89°54'53" WEST, A DISTANCE OF 183.22 FEET;
THENCE NORTH 00°05'07" EAST, A DISTANCE OF 7.32 FEET;
THENCE SOUTH 89°24'37" WEST ON THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 25.01 FEET;
THENCE SOUTH 00°45'57" WEST ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 311.20 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 34895.05 SQUARE FEET, 0.80 ACRES MORE OR LESS.

BASIS OF BEARING: THE RANGE LINE IN NORWOOD DRIVE, BEARS N89°24'37"E PER RECORDED PLAT OF CHATFIELD INDUSTRIAL PARK, MONUMENTED AS SHOWN ON ATTACHED EXHIBIT SHEET.

THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

Gillians

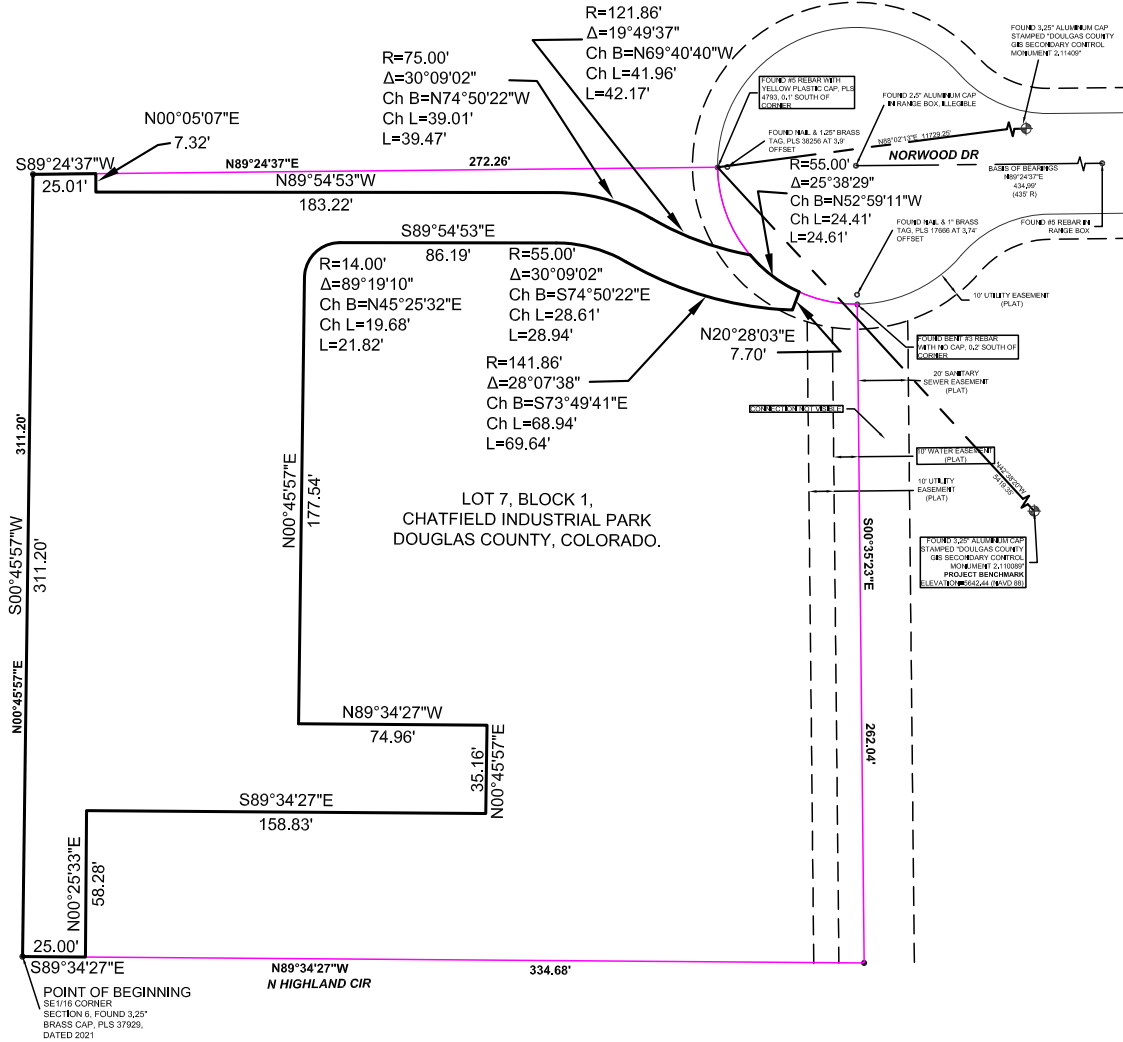
GILLIANS LAND CONSULTANTS JOB NO.: 22011
P.O. BOX 375 DRAWN: RAH
BENNETT, CO 80102 ISSUE DATE: 10.08.24
303-972-6640 www.gillianslc.com FILE: 22011EsmtExhb

Digitally signed by Robert A. Hall
Robert A. Hall
Date: 2024.10.08 08:47:46 -0600
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTERED
ROBERT A. HALL
10.08.24
30098

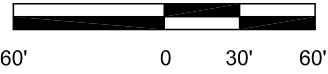
ROBERT A. HALL
COLORADO P.L.S. 30098
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

EXHIBIT B

SHEET 2 OF 2



SCALE: 1" = 60' US SURVEY FEET



THIS IS NOT A MONUMENTED LAND SURVEY, IMPROVEMENT SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

Gillians

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