

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this ____ day of _____, 20__, by Hidden Pines LLC ("Grantor"), whose address is 10615 Tomahawk Rd. Parker, CO, 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:

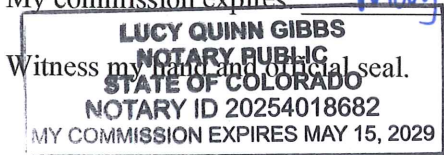
Hidden Pines LLC
By: [Signature]
Name: Dana L Vollbracht
Title: Manager

Attest:
By: [Signature]
Name: Benjamin J. Plouffe
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of June, 2020, by Dana Vollbracht as manager of Hidden Pines LLC.

My commission expires: May 15, 2029.



[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 _____ 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'
ACCESS EASEMENT
LEGAL DESCRIPTION

MAY 5, 2026

AN ACCESS EASEMENT, BEING A PORTION OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, COLORADO UNDER RECEPTION NO. 2025007492. GENERALLY LOCATED ON THE WEST SIDE OF TOMAHAWK ROAD, AND IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A 3.25" ALUMINUM CAP ON #6 REBAR AND STAMPED LS 26403 IN A SURVEY RANGE BOX, BEARS N 00° 34' 04" E (BASIS OF BEARINGS) AT A DISTANCE OF 1333.47' FEET (U.S. SURVEY FOOT), THENCE THE FOLLOWING TWO COURSES TO **THE POINT OF BEGINNING;**

THENCE S 00°33'23 W A DISTANCE OF 609.23' FEET;

THENCE S 89°52'06" W A DISTANCE OF 30.00' FEET TO **THE POINT OF BEGINNING;**

THENCE N 88°27'03" W A DISTANCE OF 101.60' FEET;

THENCE S 44°20'06" W A DISTANCE OF 69.98' FEET;

THENCE S 00°33'23 W A DISTANCE OF 437.02' FEET;

THENCE S 84°32'01" W A DISTANCE OF 192.06' FEET;

THENCE N 04°21'04" E A DISTANCE OF 7.00' FEET;

THENCE N 85°38'56" W A DISTANCE OF 196.33' FEET;

THENCE S 76°34'04" W A DISTANCE OF 45.69' FEET;

THENCE N 08°38'41" W A DISTANCE OF 33.13' FEET;

THENCE S 81°21'19" W A DISTANCE OF 34.74' FEET;

THENCE S 28°15'04" W A DISTANCE OF 249.81' FEET;

THENCE N 89°51'15" E A DISTANCE OF 259.48' FEET;

THENCE N 00°22'44 E A DISTANCE OF 168.93' FEET;

THENCE S 85°38'56" E A DISTANCE OF 135.36' FEET;

THENCE N 04°21'04" E A DISTANCE OF 11.85' FEET;

THENCE N 84°32'01" E A DISTANCE OF 202.79' FEET;

THENCE N 00°33'23 E A DISTANCE OF 442.00' FEET;

THENCE N 44°20'06" E A DISTANCE OF 61.59' FEET;

THENCE S 88°27'03" E A DISTANCE OF 97.41' FEET;



THENCE N 00°33'23" E A DISTANCE OF 10' FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 54,058 SQUARE FEET OR 1.241 ACRES, MORE OR LESS.

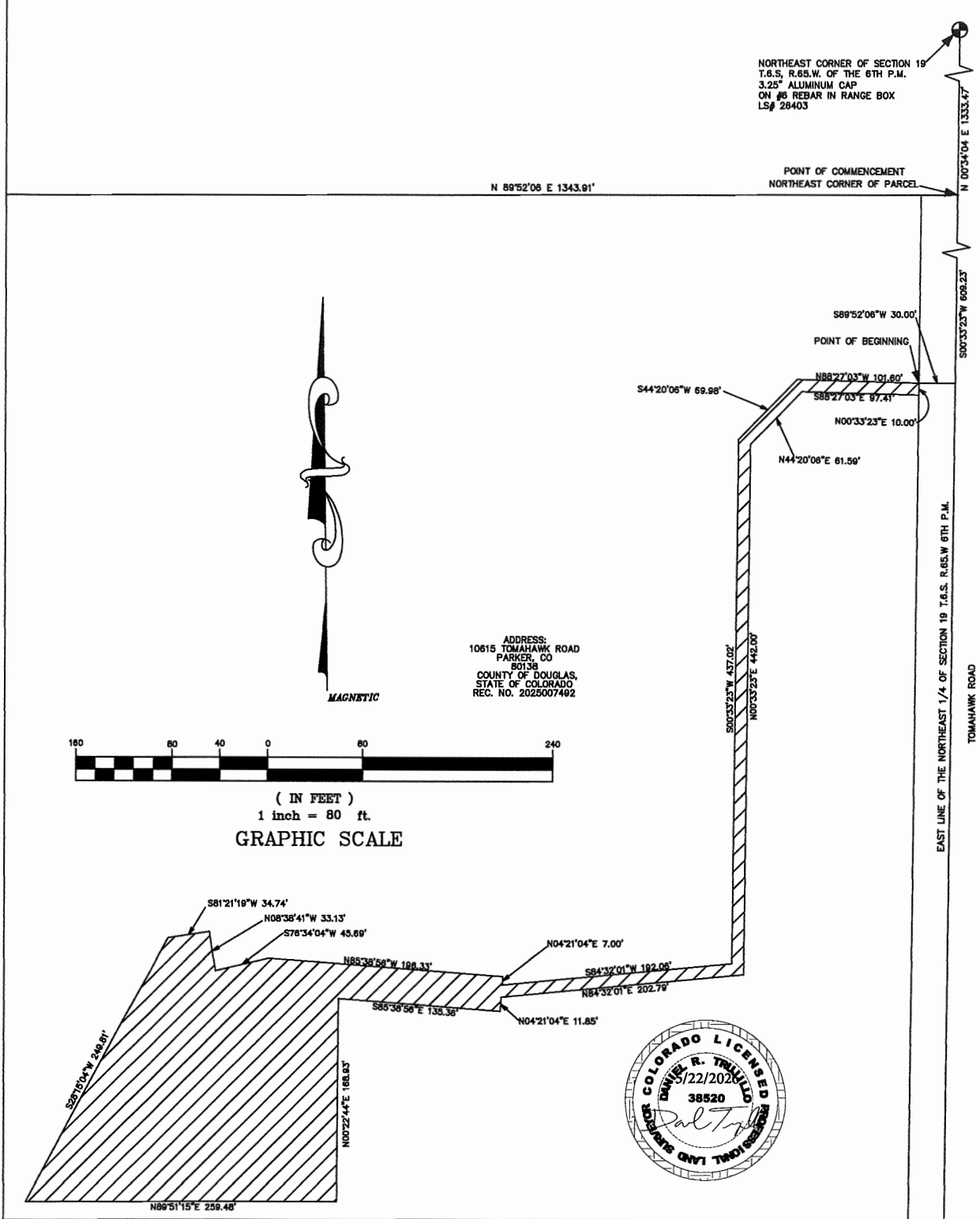


DANIEL TRUJILLO
COLORADO PLS 38520
DATE: 5/22/2026
PROJECT: WHITE HORSE FARMS
FOR AND ON BEHALF OF THE AZION GROUP, INC.

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY EXHIBIT WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. LEGAL DESCRIPTION FOR THIS EASEMENT WAS PREPARED BY DANIEL R. TRUJILLO PLS 38520.

ACCESS EASEMENT EXHIBIT B



WHITE HORSE FARMS								
ACCESS EASEMENT								
SCALE 1"=80'								
DES.	CK.	NO.	SHEET	NO.	DATE	REVISION	BY	
DWN. DT	DATE/22/2024	WHF-PAC. COMT.	3 OF 3					