

GRANT OF ACCESS/STORMWATER DRAINAGE EASEMENT

This Agreement for granting of an Access/Stormwater Easement is entered into this ____ day of _____ 2025 between:

Name: Perry Park Water and Sanitation District
Address: 5676 Red Rocks Drive
Larkspur, CO 80118

hereinafter referred to as "Grantor"

and the **Board of County Commissioners of the County of Douglas, State of Colorado**, whose address is 100 Third Street, Castle Rock, CO 80104, hereinafter referred to as the "Grantee".

RECITALS

- A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").
- B. The Grantee wants to acquire an easement across Grantor's Property for the purpose of providing access to, as well as the operation, inspection, maintenance, and repair of stormwater management facilities, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Grantee, its successors and assigns, a nonexclusive easement ("Easement") over, under and across the Grantor's Property, the description, location and dimensions of the Easement being set forth in Exhibit B attached hereto. A sketch depicting the location of the Easement is attached hereto as Exhibit C and incorporated by this reference.
2. Purpose of Easement. This Easement is for the purpose of providing access to, as well as the operation, inspection, maintenance, and repair of stormwater management facilities. Such facilities may include, but are not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools, and other water quality improvements (collectively referred to as the "Facilities"), together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.
3. Construction, Maintenance, and Repair. It is Grantor's responsibility to construct the Facilities in a manner consistent with all applicable plans approved or accepted by Grantee. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantor.
4. Access. The Easement Property is subject to Grantor controlled access. Except in the event of an emergency, in which case Section 5 below shall control, in addition to the notice and opportunity to cure required under this Section 4, Grantee shall notify Grantor at least 48 hours in advance of any entry by Grantee or its contractors into any fence or

other enclosure around the Easement Property. Grantor may, in its sole discretion, require Grantee or its contractors to be escorted when accessing any portion of the Easement Property behind a fence, enclosure or gate. Grantee shall not exercise its rights under this Grant or enter into the Easement Property unless:

- a) Grantee has given Grantor written notice, describing in reasonable detail any deficiencies in Grantor's performance of its obligations with respect to the Facilities and stating that Grantee intends to enter the Easement Property to remedy such deficiencies if they are not timely corrected by Grantor; and
 - b) Grantor has failed to correct the claimed deficiencies within thirty-five (35) days after receiving such notice from Grantee, or within such longer period as may be allowed by the document(s) that imposed on Grantor the obligations to which the deficiencies relate. Notwithstanding the preceding sentence, if Grantor has begun to remedy the claimed deficiencies within the period described, but cannot with reasonable diligence remedy them completely within that period, then Grantor shall have such additional time as is reasonably necessary to complete the remediation; and
 - c) Grantor will not unreasonably delay access to Grantee in the exercising of rights therein granted
5. Emergency. In the event of an emergency requiring immediate work within the Easement Property, Grantee shall notify Grantor of such emergency through Grantor's Emergency Line (303) 681-2051 and coordinate with Grantor regarding such emergency, necessary access required and identify work within the Easement Property that must be accomplished to address such emergency.
6. 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 Grant.
7. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.
8. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

9. Notice. Requests for access by Grantee or its contractors shall be given in writing to the following person(s) at the following number(s):

Diana Miller	District Manager	303-681-2050
Name	Title	Telephone Number

Grantor shall notify Grantee of changes in the foregoing contact information as promptly as is reasonably possible after they occur. Except for notices that relate exclusively to access by Grantee to the Easement Property, any notice required or permitted in connection with this Grant shall be in writing and shall be deemed given (a) on personal delivery, or (b) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances such that the guarantee is applicable, directed in any case to the intended recipient of such notice in accordance with the following:

If to Grantor:	Perry Park Water and Sanitation District Attn: District Manager, (303) 681-2050 5676 West Red Rock Drive Larkspur, CO 80118
If to Grantee	Board of County Commissioners of the County of Douglas Attn: Chair, (303) 660-7401 100 3 rd Street Castle Rock, CO 80118

Any party may change such party's address for notices or copies of notices by notice to the other party or parties in accordance with this section. If, at the time a notice or other communication is to be given to a party pursuant to this section, every address for such party that is listed in or established pursuant to this section is inconsistent with that party's principal office address, as shown by its most recent periodic report filed with the Colorado Secretary of State (its "record address"), then a copy of such notice or communication shall be sent to that party at its record address.

Signature page follows

GRANTOR: Perry Park Water and Sanitation District in Douglas County, Colorado

By: Gary Peterson
(Name)

Its: President
(Title)

Signed: Gary Peterson

Date: 10-15-2025

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of October, 2025 by

Diana Miller

Witness my hand and official seal.

My commission expires: 10/25/2026

Diana Miller
Notary Public



GRANT OF EASEMENT ACCEPTED BY:

GRANTEE: The Board of County Commissioners
of the County of Douglas, State of Colorado

By: _____
(Name)

Signed: _____

Its: _____
(Title)

Date: _____

EXHIBIT A

TO

GRANT OF ACCESS/STORMWATER DRAINAGE EASEMENT

GRANTOR'S PROPERTY

A parcel of land lying in the E1/2 of the SE1/4 of Section 15, Township 9 South, Range 68 West of the 6th Principal Meridian, Douglas County, Colorado, said parcel being described and recorded in Book 209 at Page 364 of the records of said Douglas County.

EXHIBIT B

DESCRIPTION OF

ACCESS/STORMWATER DRAINAGE EASEMENT

GRANTOR: PERRY PARK WATER AND SANITATION DISTRICT

GRANTEE: THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO

PORTION OF ASSESSOR ACCOUNT NUMBER R0208282

DATE OF PREPARATION: OCTOBER __, 2025

PREPARED BY: GMS, INC., CONSULTING ENGINEERS

A 10.00-foot-wide perpetual access/stormwater drainage easement, lying over, under and across a portion of that parcel of land as recorded in Book 209 at Page 364 of the records of Douglas County, Colorado, said parcel being located in the E1/2 of the SE1/4 of Section 15, Township 9 South, Range 68 West of the 6th Principal Meridian, said Douglas County, with the centerline of said easement being more particularly described as follows:

Commencing at the most westerly corner of said parcel of land; thence S40°40'23"E (all bearings used in this easement description are relative to the northwest line of said parcel which was assumed to bear S49°19'32"W, a distance of 567.10 feet and is monumented by a rebar with 3-inch brass cap LS2690 at a point on the northwesterly line and a 2-inch aluminum cap LS5112 at said most westerly corner of said parcel), along the southwesterly line of said parcel, a distance of 128.34 feet to the POINT OF BEGINNING of the centerline of Segment A, said point hereinafter referred to as Point A;

thence N42°43'24"E, a distance of 67.88 feet to a point hereinafter referred to as Point B;

thence continue N42°43'24"E, a distance of 36.06 feet;

thence N49°32'24"E, a distance of 91.73 feet;

thence N22°35'48"E, a distance of 47.89 feet;

thence N25°37'02"W, a distance of 29.71 feet to a point hereinafter referred to as Point C;

thence N07°46'14"W, a distance of 22.83 feet;

thence N20°28'25"E, a distance of 8.75 feet to a point hereinafter referred to as Point D;

thence N61°28'34"E, a distance of 8.50 feet;

thence N64°54'27"E, a distance of 30.93 feet;

thence N54°51'41"E, distance of 33.05 feet to the Point of Termination of said Segment A;

the side lines of said Segment A shall be prolonged or shortened to being on said southwesterly line of said parcel and terminate at right angles to said Point of Termination.

The above described perpetual access/stormwater drainage easement contains approximately 0.087 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across the above described parcel of land.

TOGETHER WITH: (Segment B)

A 10.00-foot-wide perpetual access/stormwater drainage easement with the centerline of Segment B being more particularly described as follows:

Beginning at the aforementioned Point B;

thence N67°59'30"W, a distance of 51.24 feet;

thence N00°22'39"E, a distance of 20.01 feet;

thence N37°54'18"E, a distance of 40.42 feet;

thence N19°51'30"W, a distance of 28.46 feet;

thence N12°23'14"W, a distance of 28.74 feet, more or less, to the Point of Termination, said point being on said northwest line of said parcel;

the side lines of said Segment B shall be prolonged or shortened to begin on a northwesterly line of said Segment A and terminate on said northwest line of said parcel.

The above described perpetual access/stormwater drainage easement contains approximately 0.038 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across the above described parcel of land.

TOGETHER WITH: (Segment C)

A 10.00-foot-wide perpetual access/stormwater drainage easement with the centerline of Segment C being more particularly described as follows:

Beginning at the aforementioned Point C;

thence S65°58'37"W, a distance of 26.80 feet to the Point of Termination of said Segment C;

the side lines of said Segment C shall be prolonged or shortened to begin on a southwesterly line of said Segment A and terminate at right angles to said Point of Termination.

The above described perpetual access/stormwater drainage easement contains approximately 0.005 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across the above described parcel of land.

TOGETHER WITH: (Segment D)

A 10.00-foot-wide perpetual access/stormwater drainage easement with the centerline of Segment D being more particularly described as follows:

Beginning at the aforementioned Point D;

thence N84°05'00"W, a distance of 30.10 feet;

thence S87°06'30"W, a distance of 34.68 feet, more or less, to the Point of Termination, said point being on said northwest line of said parcel;

the side lines of said Segment D shall be prolonged or shortened to begin on a southwesterly line of said Segment A and terminate on said northwest line of said parcel.

The above described perpetual access/stormwater drainage easement contains approximately 0.014 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing across the above described parcel of land.

David R. Frisch, P.L.S.
Colorado Professional Land Surveyor No. 22095
for and on behalf of
GMS, Inc., Consulting Engineers
611 North Weber, Suite 300
Colorado Springs, CO 80903



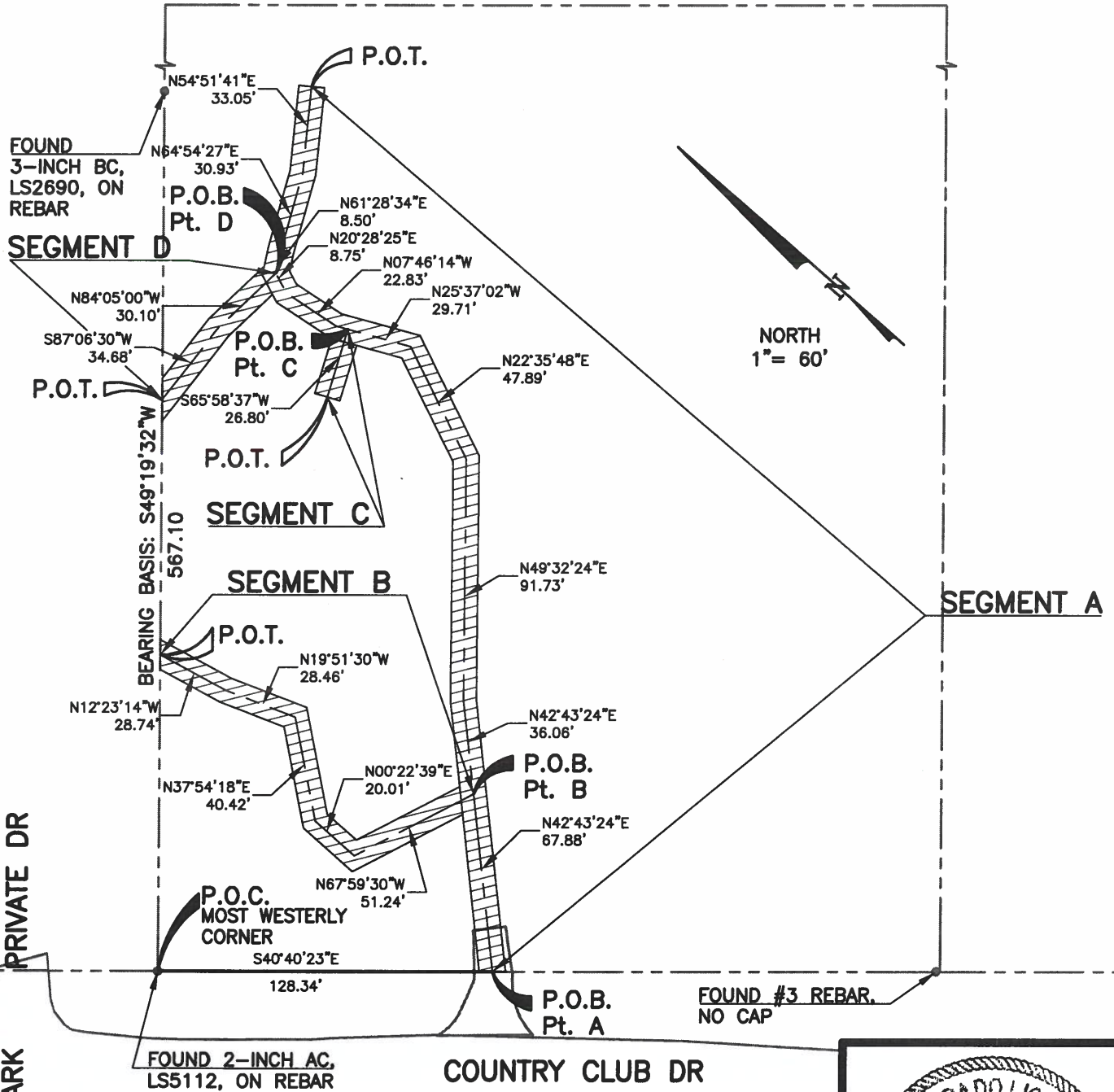
EXHIBIT C

PORTION OF THE E1/2 OF THE SE1/4, SECTION 15,
T9S, R68W, 6th PRINCIPAL MERIDIAN

GRANTOR: PERRY PARK WATER AND SANITATION DISTRICT

GRANTEE: THE BOARD OF COUNTY COMMISSIONERS OF

THE THE COUNTY OF DOUGLAS, STATE OF COLORADO



EASEMENT AREA

SEGMENT A = 0.087 ACRES

SEGMENT B = 0.038 ACRES

SEGMENT C = 0.005 ACRES

SEGMENT D = 0.014 ACRES



GMS, INC.

PROJECT NO. 2021-068.675

OCTOBER 2025

DRAWN: MAL

Secondary drainage easement