

**GRANT OF EASEMENT  
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this 14<sup>th</sup> day of February, 2026 by Summit Sealants, Inc. ("Grantor"), whose address is 7329 Reynolds Dr. Seclavia, CO 80135 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:**

Summit Sealants Inc.  
By: [Signature]  
Name: Jacob Holland  
Title: Principal

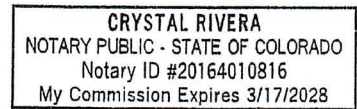
Attest:  
By: [Signature]  
Name: Derek Reece  
Title: Project manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2020, by Jacob Holland as Principal of Summit Sealants, Inc.

My commission expires: March 17, 2028.

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

# EXHIBIT A

## Legal Description:

A Parcel of land being Lot 26A, Reynolds Industrial Park, 4th Amendment, a subdivision plat recorded August 11, 2023 in the Records of the Douglas County Clerk and Recorder's Office under Reception No. 2023034660, situated in the Southwest 1/4 of Section 3, Township 7 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, said parcel having an as-surveyed description more particularly described as follows:

**Beginning** at the Northeast End of the Southeast Line of Said Lot 26A, said point being the intersection of the Northwest Line of Lot 25, Reynolds Industrial Park, a subdivision plat recorded September 29, 1981 in said records under Reception No. 1981274992, and the Southwesterly Right-of-Way Line of Reynolds Drive;

Thence S61°02'44"W, coincident with the Northwest Line of said Lot 25, a distance of 456.74 feet to a point on the Easterly Line of that particular parcel of land described in Warranty Deed recorded January 7, 2011 in said records under Reception No. 2011002462;

Thence coincident with the Easterly Lines of said parcel the following five (5) courses:

1. Thence N33°58'47"W a distance of 160.94 feet;
2. Thence N12°35'40"W a distance of 94.25 feet;
3. Thence N30°12'00"E a distance of 199.93 feet;
4. Thence N87°04'17"E a distance of 176.67 feet to a point of a non-tangent curve whose radius bears N03°16'49"W;
5. Thence along said curve to the left having a central angle of 25°56'35", a radius of 260.00 feet, an arc length of 117.73 feet, a chord bearing N73°44'54"E with a chord distance of 116.72 feet, to the Southwesterly Right-of-Way Line of Reynolds Drive;

Thence along a line non-tangent to said curve, S28°57'31"E, coincident with said Southwesterly Right-of-Way Line, a distance of 250.09 feet to the **Point of Beginning**.

Parcel Contains (135,521 Square Feet) 3.11113 Acres, more or less.

All lineal distances are represented in U.S. Survey Feet.

Bearings are based on the Southeast Line of Lot 26A, Reynolds Industrial Park, 4th Amendment, having an assumed bearing of S61°02'44"W, as measured, and bounded by a found 5/8" Rebar, 0.1' below grade, at the Northeast end of said line and by a found 3/4" Diameter Steel Pipe, 0.3' above grade, at the Southwest end of said line.

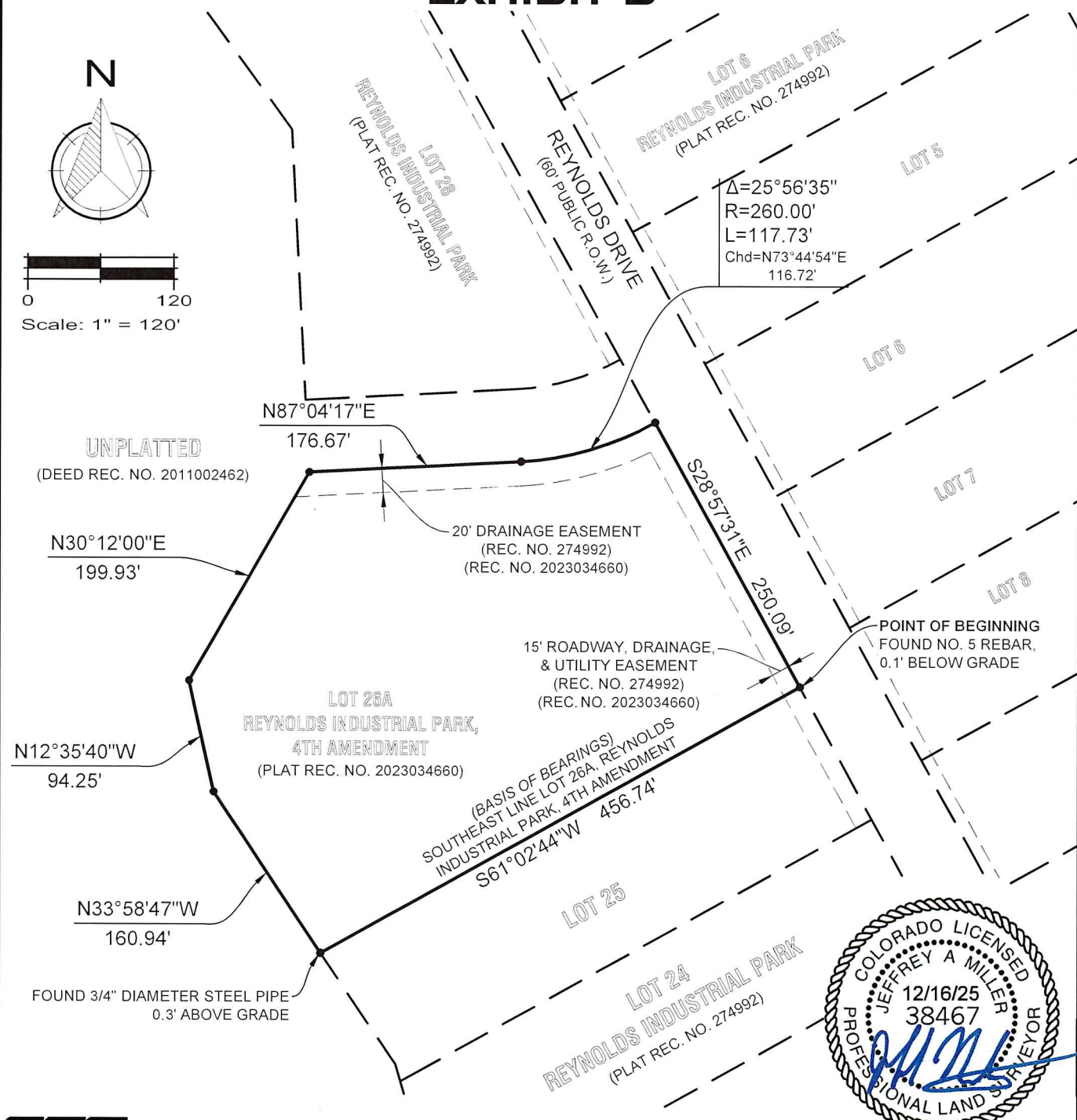
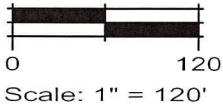
Date Prepared: December 16, 2025

Date of Last Revision:

Prepared By:  
Jeffrey A. Miller  
Professional L.S. No. 38467  
For and on behalf of  
Engineering Service Company



# EXHIBIT B



**ESC**  
**ENGINEERING SERVICE COMPANY**  
 14190 East Evans Avenue  
 Aurora, Colorado 80014  
 P. 303.337.1393 | F. 303.337.7481

PROPERTY OWNER:  
**FRANK SWANSON, ET AL**  
 8718 S. ALLISON STREET  
 LITTLETON, CO. 80128



**PARCEL CONTAINS**  
 135,521 SQUARE FEET  
 3.11113 ACRES

<b>DOUGLAS COUNTY</b>			
Drawn By: JAM	Checked By: JAM	Project No.: 1091.9	Date: 12/16/2025
Scale: 1" = 120'	File Name: N:\Projects\H21\Engineering\Sedalia-7327 Reynolds Dr\CAD\Exhibits\Sedalia - 7327 Reynolds Drive_Drainage Easement Exhibit.dwg		
Note: This illustration does not represent a monumented survey. It is intended only to depict the attached description.			

**LAND DESCRIPTION**

LOT 26A, REYNOLDS INDUSTRIAL PARK, 4TH AMENDMENT  
 SITUATED IN THE SW 1/4 OF SECTION 3, T.7S., R.68W. OF THE 6TH P.M.  
 COUNTY OF DOUGLAS, STATE OF COLORADO