

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT (“Grant”) is given this 22 day of August, 2024, by **RIVER CANYON REAL ESTATE INVESTMENTS LLC** (“Grantor”), whose address is 11118 Caretaker Road, Littleton, Colorado, 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:

River Canyon Real Estate Investments LLC

Attest:

By: [Signature]

By: _____

Name: Kevin R. Collins

Name: _____

Title: President & CEO

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of Aug, 2021 by Kevin Collins owner of River Canyon of Real Estate Investments

My commission expires: 11-25-2025.



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

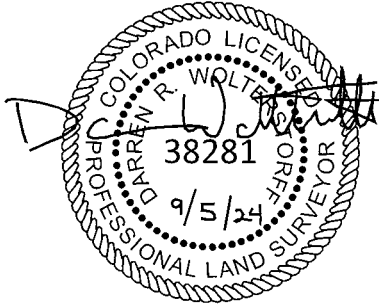
EXHIBIT A

PARCEL DESCRIPTION

LOT 3, RIVER CANYON FILING NO. 2 AS RECORDED AT RECEPTION NO. 2005073807 OF THE RECORDS OF DOUGLAS COUNTY, SITUATED IN THE EAST HALF OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

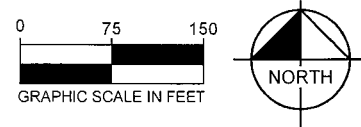
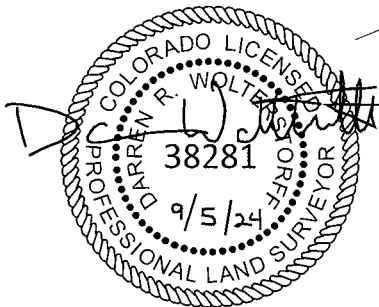
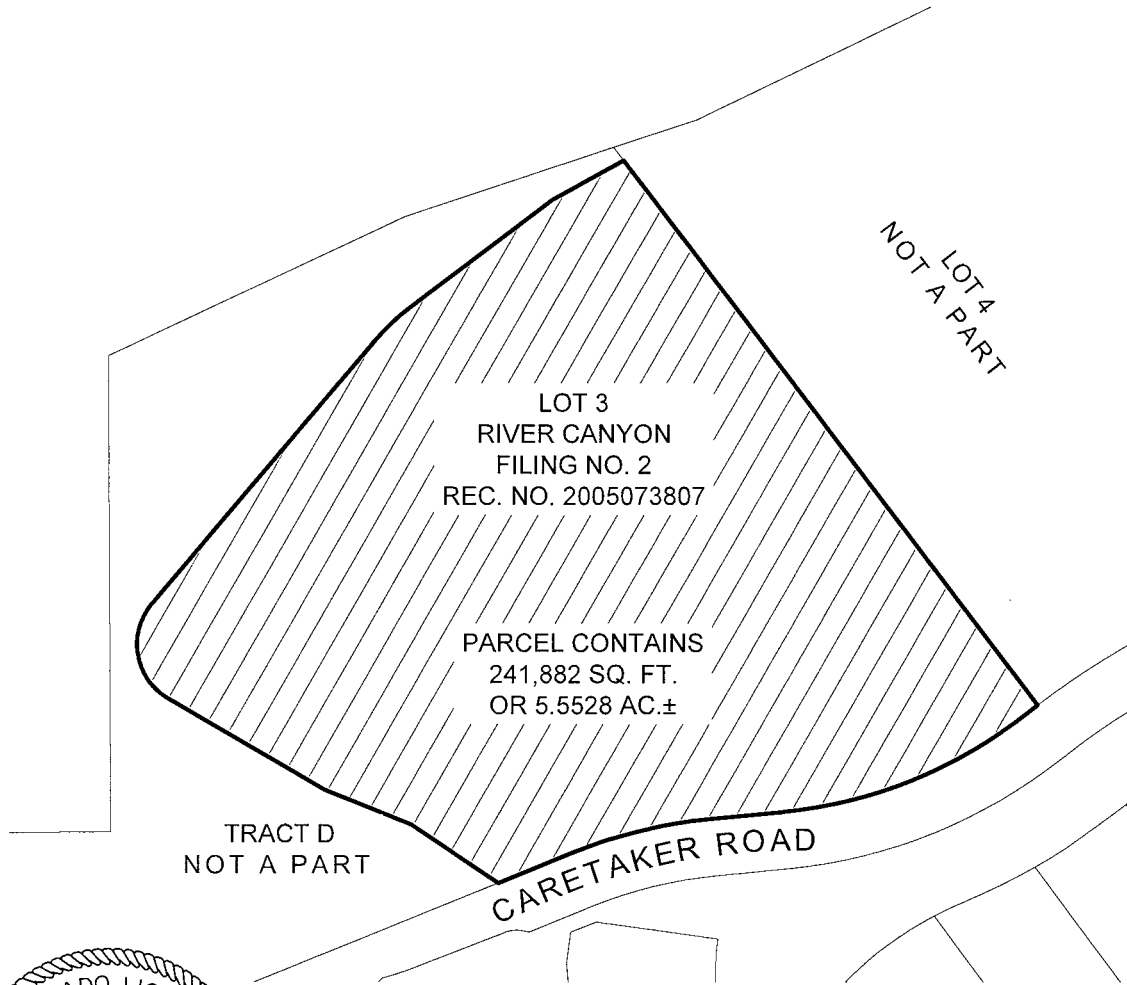
SAID PARCEL CONTAINS 241,882 SQUARE FEET OR 5.5528 ACRE, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT A
LOT 3, RIVER CANYON FILING NO. 2
SITUATED IN THE EAST HALF OF SECTION 34,
TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO



NOTES:
1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300
www.kimley-horn.com

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-----------|----------|------------|------------|-------------|-----------|
| 1" = 150' | PTM | DRW | 2024-07-23 | 096796003 | 2 OF 2 |