GRANT OF EASEMENT STORM DRAINAGE

	TH	IS GRA	NT OF EAS	EMENT	("Gran	t") is §	given	this	day of		,
20_	· l	by , k	aljkolnve	stments	uc		("	Grantor"),	whose	address	is
90	lu Airu	port R	A	, to Tl	HE BC	OARD	OF	COUNTY	COMMISSIO	NERS OF	THE
ČO	UNTY O)F DOÙ(TLAS. STAT	E OF COL	ORAD	00 ("G	rante	e"), whose a	ddress is 100 7	hird Street,	Castle
Ro	ck, Color	ado, 8 01	04. Sedal	ia.co 8	D135			•			

The parties hereby covenant and agree as follows:

- 1. <u>Easement Property</u>. 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. <u>Consideration</u>. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.
- 3. <u>Grant of Easement</u>. 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, micropools, and water quality facilities (collectively, the "Facilities") in the event Grantor fails to satisfactorily maintain or repair said Facilities.
- 4. <u>Maintenance and Repair</u>. 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. <u>Binding Effect</u>. 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 here written.	to have executed this Grant the day and year first above
GRANTOR:	
Name: Crarret Iwater Title: President	By: Rachel Wata Title: Mannyer
STATE OF COLORADO)) ss. COUNTY OF DOUGLAS)	
The foregoing instrument was acknowledged ### ARRET NATA as PRESIE	before me this 14 day of 0010BER, 2015 by 08NT of KALIKO INVESTMENTS LL
My commission expires: $\frac{7/3}{2027}$	•
GRANTEE: GENEVIEVE R BROWN Notary Public State of Colorado Notary ID # 20104053426 My Commission Expires 07-03-2027 THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,	Notary Public
BY: Chair of the Board of County Commissioners	
STATE OF COLORADO) ss. COUNTY OF DOUGLAS)	
The foregoing instrument was acknowledged 20 by the Chair of the Board of County Commiss	before me this day of, ioners of the County of Douglas, State of Colorado.
My commission expires:	
Witness my hand and official seal.	
	Notary Public



DAVID E. ARCHER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS & ENGINEERS

105 Wilcox Street * Castle Rock, CO 80104 PHONE (303) 688-4642 * FAX (303) 688-4675 * karcher@davidearcher.com

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Drainage Easement:

A Drainage Easement situated in Lot 29, Reynalds Industrial Park, Section 3, Township 7 South, Range 68 West of the 6th Principal Meridian, County of Douglas, Colorado, more particularly described as follows:

Beginning at the Southwest Corner of Lot 29, Reynolds Industrial Park, and considering the West line of said Lot 29 to bear N 00°12'04" W, per Douglas County Reception Number 1981274992, dated 09/29/1981, with all bearings contained herein relative thereto;

Thence N 07°33'14" E, a distance of 67.58 feet; Thence N 56°00'00" E, a distance of 16.00 feet; Thence N 68°00'00" E, a distance of 26.84 feet; Thence S 61°00'00" E, a distance of 44.93 feet, to a point of curvature; Thence Northeasterly along a curve to the Left, a distance of 12.57 feet, said curve has a Radius of 8.00 feet, and a Central Angle of 90°00'01"; Thence N 28°59'59" E, a distance of 70.62 feet; Thence N 42°55'09" E, a distance of 62.15 feet, to a point of curvature; Thence Northeasterly along a curve to the Left, a distance of 16.17 feet, said curve has a Radius of 80.00 feet, a Central Angle of 11°34'56", a Chord that bears

N 75°10'42" E, and a length of 16.14 feet, to a point on the East Property line and to a point of curvature; Thence Southerly along a curve to the Left, a distance of 24.41 feet, said curve has a Radius of 400.00 feet, a Central Angle of 03°29'50", a Chord that bears S 01°56'59" E, and a length of 24.41 feet, to a point of curvature; Thence Southwesterly along a curve to the Left, a distance of 54.57 feet, said curve has a Radius of 60.00 feet, a Central Angle of 52°06'39", a Chord that bears

S 55°03'19" W, and a length of 52.71 feet; Thence S 28°59'59" W, a distance of 63.44 feet, to a point of curvature; Thence Southwesterly along a curve to the Right, a distance of 23.99 feet, said curve has a Radius of 28.01 feet, a Central Angle of 49°04'28", a Chord that bears S 46°35'03" W, and a length of 23.26 feet;

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Thence S 19°57'57" E, a distance of 47.41 feet, to a point on the Southeast property line; Thence S 70°02'46" W, along the Southeast property line, a distance of 77.86 feet; Thence N 66°27'31" W, along the Southwest property line, a distance of 46.19 feet, to the Point of Beginning.

Containing 0.245 Acres, (10663.97 Square Feet), more or less.

This description was prepared under the direct supervision of Darrell Eugene Roberts, PLS36057, for and on behalf of David E. Archer and Assoc., Inc



