

GRANT OF DRAINAGE EASEMENT

THIS GRANT OF EASEMENT ("Grant") is made this ____ day of _____, 2017, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a Colorado political subdivision ("Grantor"), whose legal address is 100 Third Street, Castle Rock, Colorado 80104, and **DOUGCO, LLC** ("Grantee"), whose legal address is 7631 Shaffer PKWY STE C, Littleton, CO 80127.

RECITALS

WHEREAS, pursuant to the drainage requirements of the Louviers Industrial Park, Lot 2, 2nd Revision, Site Improvement Plan, the Grantee must construct or cause to be constructed a stormwater detention pond outfall within the adjacent drainage way; and

WHEREAS, in order to utilize the detention pond outfall located in the adjacent drainage way, the Grantee must install or cause to be installed certain stormwater infrastructure, including a storm drainage outfall pipe and flared end-section and all associated appurtenances thereto ("Storm Drainage Facilities") on the Grantor's property; and

WHEREAS, the Grantor and the Grantee desire to enter into this Grant to set forth the terms and conditions under which the Grantee may use the Grantor's property for the purpose of installation, operation, maintenance, removal and repair of the Storm Drainage Facilities.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Reference Property.** "Reference Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described and substantially depicted on **Exhibits A-1 and A-2**, attached hereto and incorporated herein, which real property is owned by the Grantor and on which the Easement Area is granted.

2. **Easement Area.** "Easement Area" shall mean the area located in the Reference Property in which the Storm Drainage Facilities shall be located, as more particularly described on **Exhibits B-1 and B-2**, attached hereto and incorporated herein.

3. **Grant of Easement.** The Grantor hereby grants to the Grantee, its successors and assigns, a perpetual non-exclusive easement on, over, under, through and across the Easement Area for the purpose of installing, operating, maintaining, removing and repairing the Storm Drainage Facilities.

4. **Binding Effect.** This Grant shall extend to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The

terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

5. **Retained Rights of Grantor.** The Grantor reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy do not unreasonably impair the rights granted to the Grantee in this Grant. The Grantee's rights hereunder are non-exclusive and the Grantor shall have the full right and authority to grant other easements or rights to use the Easement Area, provided such easement or use of the Easement Area do not unreasonably impair the rights granted to the Grantee herein.

6. **Rights of Grantee.** The Grantee shall have the right to enter, reenter and use the Easement Area insofar as such use is consistent with and does not impair any grant or covenant herein contained. The Grantee shall have and may exercise the right of ingress and egress in, to, over, under, through and across the Easement Area for the purpose of installing, operating, maintaining, removing and repairing the Storm Drainage Facilities. The Grantee shall have the right of subjacent and lateral support for the Storm Drainage Facilities.

7. **Construction Standards.** The Storm Drainage Facilities shall be constructed in accordance with the construction drawings approved by the Grantor and any other relevant Douglas County ordinances, resolutions and regulations. Prior to the initiation of construction of any improvements, the construction drawings for such improvements must be submitted to the Grantor through the required review process, including the payment of appropriate fees.

8. **Restoration.** The Grantee agrees that after any installation, maintenance or repair, the Grantee shall restore the surface of the Reference Property, as nearly as possible, to the grade and condition it was in immediately prior to said installation, maintenance or repair. After any construction or other operations by the Grantee, its contractor or subcontractor which disturbs the surface of the Reference Property, the Grantee will restore the general surface of the ground, including paving, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the Storm Drainage Facilities. Topsoil shall be replaced in cultivated and agricultural areas and any excess earth resulting from installation by the Grantee shall be removed from the Reference Property at the sole expense of the Grantee. For a period of two (2) years following disturbance of the surface of the Reference Property by the Grantee, the Grantee shall maintain the surface elevation and quality of the soil by correcting any settling, subsiding or de-vegetation that may occur as a result of the work done by the Grantee. Fences existing as of the date hereof, which are disturbed or destroyed by the Grantee in the exercise of its rights hereunder, shall be replaced by the Grantee to their original condition as nearly as may reasonably be done.

9. **Modification.** It is also understood by the Grantor that the Grantee may in the future desire to modify or eliminate the Storm Drainage Facilities covered by this Grant. However, the Grantee shall not materially modify or eliminate the Storm Drainage Facilities without the prior written consent of the Grantor, which consent shall not be unreasonably withheld. Upon such approval, both the Grantor and the Grantee may agree to modify or vacate this Grant.

10. **Grantee Termination.** If the Grantee abandons or releases its rights herein granted and ceases to use the same, all rights and interest of the Grantee hereunder shall cease and terminate, and the Grantor shall hold the Easement Area, as the same may be, free from the rights so abandoned or released and shall own all material and structures of the Grantee so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the termination of the Grantee's rights. If the Grantee abandons the Storm Drainage Facilities and said Storm Drainage Facilities require repair or maintenance at the time of abandonment or in the future, the Grantor may consider such abandonment as a violation of this Grant.

11. **Notice of Violation; Corrective Action.** The Grantor shall have the right to prevent and correct or require corrections of violations of the terms and purposes of this Grant. If the Grantor determines that a violation of this Grant has occurred or is threatened, the Grantor shall notify the Grantee in writing of the nature of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Reference Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Reference Property so injured to its prior condition in accordance with a plan approved by the Grantor.

12. **Remedies of Parties.** If the Grantee fails to cure the violation within thirty (30) days after receipt of written notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Grantor may, at its sole discretion, cause said corrective action to be taken and demand payment for the cost of said corrective action from the Grantee within thirty (30) days of notice, and if the Grantee fails to pay within thirty (30) days, to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Reference Property to the condition that existed prior to any such injury. When, in the Grantor's opinion, the alleged violation is capable of causing immediate or irreparable harm to the Reference Property, the Grantor shall have the right to seek any applicable remedies in law or in equity, immediately, without permitting the Grantee a thirty (30) day right to cure.

In the event Grantor defaults hereunder, the Grantee shall be entitled to seek and obtain any remedy available at law or in equity.

13. **Insurance.** The Grantee agrees to add, at its own cost, the Grantor as an additional insured on its policies of insurance sufficient to insure against insurable liability, claims, demands and other obligations assumed by the Grantee pursuant to this Grant.

14. **Colorado Governmental Immunity Act.** Nothing herein shall be construed as a waiver or an intention to waive, by any provision of this Grant, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Grantee and the Grantor, together with their officers and their employees.

15. **Agreement.** This Grant constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Grant.

16. **Title.** Grantor represents that it owns the Easement Area in fee simple and has full authority to make the within Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO,**

BY: _____
~~ROGER A. PARTRIDGE~~, Chair

ATTEST:

~~EMILY WRENN~~, Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by Roger A. Partridge as Chair of the Board of County Commissioners of the County of Douglas, Colorado, on this ____ day of _____, 2017.

My commission expires: _____

Witness my name and official seal.

Notary Public

BY: _____
DOUGCO, LLC
President

The foregoing instrument was acknowledged before me this 7th day of April, 2023 by Danny Worth as President of DOUGCO, LLC

SETH OZAKI
 Notary Public
 State of Colorado
 Notary ID # 20224013963
 My Commission Expires 04-27-2026

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EXHIBIT A (A-1 and A-2)
REFERENCE PROPERTY

TRACT B, LOUVIERS INDUSTRIAL PARK



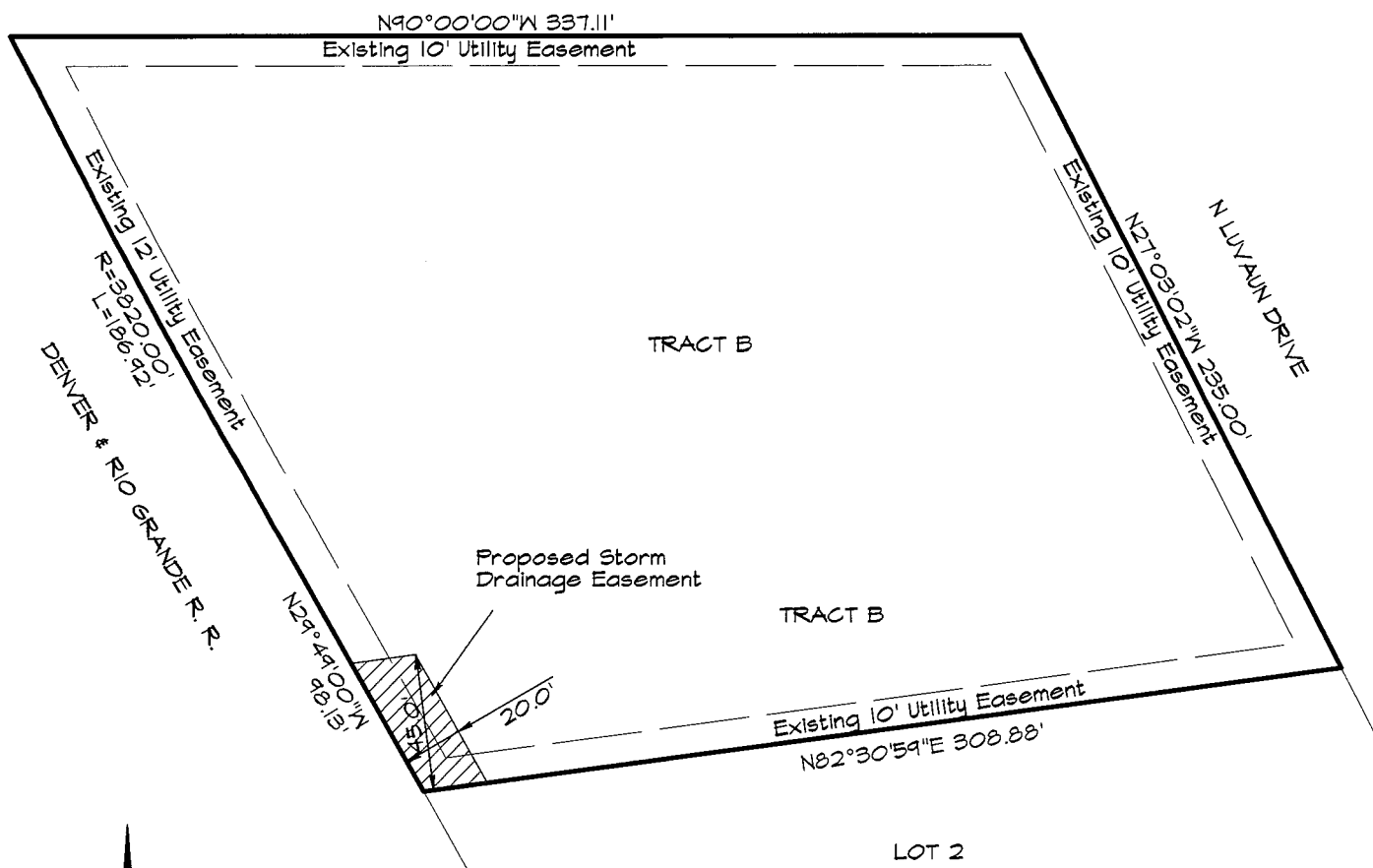
DAVID E. ARCHER
& ASSOCIATES, INC.
REGISTERED LAND SURVEYOR
105 WILCOX ST.
CASTLE ROCK, CO 80104
PHONE 688-4642

SCALE: 1"=60'

DATE: 9-19-08

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REVISIONS 11-13-08



GRAPHIC SCALE

1"=60'



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60

**STORM DRAINAGE EASEMENT
TRACT B, LOUVIERS INDUSTRIAL PARK
DOUGLAS COUNTY, COLORADO
EXHIBIT B
Pg. 1 of 2**

EXHIBIT A
Page 2 of 2

August 5, 2025
Job No. 24-0387

PROPERTY DESCRIPTION: TRACT B STORM DRAINAGE EASEMENT

The South 45.00 feet of the West 20.00 feet of Tract B, Louviers Industrial Park,
Douglas County, Colorado

This property description was prepared under the direct supervision of Darrell Eugene
Roberts, PLS 36057, for and on behalf of David E. Archer and Associates, Inc.

Signed: _____
Darrell Eugene Roberts for an on behalf of
David E Archer & Associates, Inc.