

**GRANT OF EASEMENT  
STORM DRAINAGE**

**THIS GRANT OF EASEMENT** (“Grant”) is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by PROSE STERLING RANCH OWNER, LLC, a Delaware limited liability company (“Grantor”), whose address is 5050 South Syracuse Street, Suite 750, Denver, Colorado 80237, 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 the 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:**

PROSE STERLING RANCH OWNER, LLC,  
a Delaware limited liability company

By: Prose Sterling Ranch Venture, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Prose Sterling Ranch Alliance, LLC,  
a Delaware limited liability company,  
its Administrative Member

By: ASR  
Andrew S. Farley, Authorized Representative

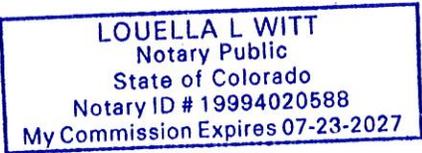
STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2024, by Andrew S. Farley as Authorized Representative of Prose Sterling Ranch Alliance, LLC, a Delaware limited liability company, as Administrative Member of Prose Sterling Ranch Venture, LLC, a Delaware limited liability company, as Sole Member of Prose Sterling Ranch Owner, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: 7-23-2027

Loella L Witt  
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 A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, WHENCE THE EAST LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 00°05'22" WEST, A DISTANCE OF 2650.77 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 49°42'26" WEST, A DISTANCE OF 1,988.41 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 82°18'53" WEST, A DISTANCE OF 49.39 FEET;

THENCE NORTH 76°27'01" WEST, A DISTANCE OF 87.45 FEET;

THENCE SOUTH 14°01'51" WEST, A DISTANCE OF 21.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 936.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 22°13'24" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'30", AN ARC LENGTH OF 107.68 FEET;

THENCE NORTH 61°11'06" WEST, A DISTANCE OF 47.17 FEET TO THE EAST RIGHT-OF-WAY OF A 150.00 FOOT DENVER WATER BOARD RIGHT-OF-WAY AS RECORDED IN BOOK 251, PAGE 741 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER OFFICE;

THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 31°24'06" EAST, A DISTANCE OF 344.31 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY, SOUTH 58°35'54" EAST, A DISTANCE OF 59.78 FEET;

THENCE SOUTH 10°40'20" WEST, A DISTANCE OF 9.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 77.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°38'46", AN ARC LENGTH OF 112.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°43'27", AN ARC LENGTH OF 26.08 FEET;

THENCE SOUTH 01°45'01" WEST, A DISTANCE OF 76.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 37.06 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88°18'03" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°44'39", AN ARC LENGTH OF 34.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°23'23", AN ARC LENGTH OF 34.45 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 04°21'03" WEST, A DISTANCE OF 52.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET;

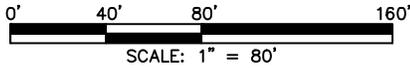
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°20'04", AN ARC LENGTH OF 57.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.598 ACRES, (69,606 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



C 1/4 CORNER  
SEC. 31, T6S, R68W, 6TH P.M.

UNPLATTED

150' DENVER WATER BOARD ROW  
BK 251 PG 741

SW 1/4 SEC. 31,  
T.6S., R.68W.,  
SIXTH P.M.

N31°24'06"E  
344.31'

PARCEL CONTAINS  
69,606 (SQ.FT.)  
1.598 ACRES  
MORE OR LESS

S58°35'54"E  
59.78'

S10°40'20"W  
9.78'

Δ=83°38'46"  
R=77.00'  
L=112.47'

UNPLATTED

Δ=74°43'27"  
R=20.00'  
L=26.08'

S88°18'03"E  
(RADIAL)

Δ=53°44'39"  
R=37.06'  
L=34.76'

Δ=56°23'23"  
R=35.00'  
L=34.45'

S04°21'03"W  
52.53'

Δ=93°20'04"  
R=35.00'  
L=57.01'

N61°11'06"W  
47.17'

Δ=6°35'30"  
R=936.00'  
L=107.68'

N22°13'24"E  
(RADIAL)

N76°27'01"W  
87.45'

N82°18'53"W  
49.39'

S14°01'51"W  
21.35'

S01°45'01"W  
76.04'

(BASIS OF BEARINGS)  
E LINE OF THE SW 1/4 OF SEC. 31  
N00°05'22"W 2650.77'

POINT OF BEGINNING

WATERTON ROAD  
(128' WIDE PUBLIC ROW)  
REC. NO. 2021094705

UNPLATTED

POINT OF COMMENCEMENT

S 1/4 CORNER  
SEC. 31, T6S, R68W, 6TH P.M.

N49°42'26"W  
1,988.41' (TIE)

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: DRAINAGE EASEMENT 1  
DWG: GLW CHK: AKP  
DATE: 2023-10-09  
SCALE: 1" = 80'



**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

Q:\176323-01 - SR F5C Lot 352 -ALTA Update\Dwg\EXHIBITS

## DRAINAGE EASEMENT

SW 1/4 SEC. 31, T6S, R68W, 6TH P.M.  
DOUGLAS COUNTY, COLORADO

JOB NUMBER 176323-01

3 OF 3 SHEETS