

Dv2019-398

**GRANT OF EASEMENT  
STORM DRAINAGE**

January, 2021

**THIS GRANT OF EASEMENT** ("grant"), is given this 12<sup>th</sup> day of ~~December~~ 2020, by REUNION INVERNESS RE, LLC, a Texas limited liability company ("Grantor"), to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, ("Grantee"), with principal office at 100 Third Street, Castle Rock, Colorado 80104, acting by and through its Board of County Commissioners;

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property located in the County of Douglas, State of Colorado, more particularly described on Exhibit A, attached hereto and incorporated by reference herein, and substantially as depicted on Exhibit B, attached hereto and incorporated by reference herein, which real property is owned by Grantor.

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 operating, maintaining and repairing storm drainage facilities in the event the owner should fail to adequately maintain said facilities. All said costs for operation, maintenance, and repairs will be assessed to the property owner.

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 reasonable satisfaction of the Grantee, then Grantee shall have the right, but not the obligation to enter said Easement Property after ten (10) days prior to 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 actual 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. Restoration. Grantee agrees that after any maintenance or repair undertaken by Grantee, Grantee shall restore the surface of the Easement Property, as nearly as reasonably possible, to the grade and condition it was in immediately prior to said maintenance or repair.

6. 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 the Grantor may in the future, desire to modify and/or eliminate the storm drainage facilities covered by this easement. Such a modification and/or elimination shall not be realized until approval is obtained for said modifications and/or elimination from the Grantee. Upon such approval, both the Grantee and Grantor agree to vacate this easement.

7. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. Their terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.


*(Signature Page Follows)*

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

**GRANTOR:**

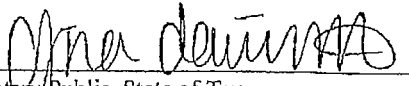
**REUNION INVERNESS RE, LLC**  
a Texas limited liability company

By: Reunion IRF, LLC  
a Texas limited liability company  
its Manager

By:   
Jeffrey G. Jones, Development Manager

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF DALLAS        )

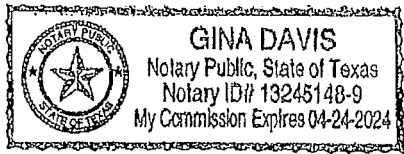
The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Jeffrey G. Jones, Manager of Reunion IRF, LLC, a Texas limited liability company, the Manager of Reunion Inverness RE, LLC, a Texas limited liability company, on behalf of the foregoing entities.

  
Notary Public, State of Texas

**GRANTEE:**

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS  
STATE OF COLORADO

BY: \_\_\_\_\_  
~~ROGER A. PARTRIDGE Chair~~



STATE OF COLORADO )  
  ) ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of ~~December 2020~~ by ~~Roger A. Partridge~~ as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

# EXHIBIT A

## DESCRIPTION


A PORTION OF LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT, RECORDED IN THE RECORDS OF DOUGLAS COUNTY, COLORADO UNDER RECEPTION NO. 2020032520, AND LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

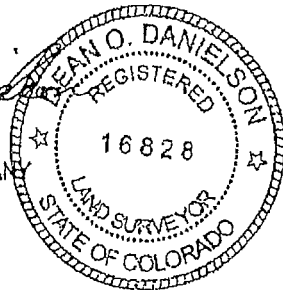
BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1B, WHENCE THE MOST SOUTH CORNER OF SAID LOT 1B BEARS S 44°51'50" W 157.77 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 24°09'26" (THE CHORD OF WHICH BEARS N 04°51'29" E 31.39 FEET) A DISTANCE OF 31.62 FEET; THENCE N 16°56'12" E A DISTANCE OF 6.78 FEET TO TA POINT OF TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 27°55'38" A DISTANCE OF 36.07 FEET; THENCE N 44°51'50" E A DISTANCE OF 269.55 FEET; THENCE N 89°33'51" E A DISTANCE OF 34.12 FEET; THENCE S 44°51'50" W A DISTANCE OF 293.80 FEET TO A POINT OF TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 32°47'47" A DISTANCE OF 28.62 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1B; THENCE S 44°51'50" W ALONG SAID LINE A DISTANCE OF 37.61 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 8032 SQUARE FEET OR 0.184 ACRES MORE OR LESS

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT BEING N 89°14'24" E.

I, DEAN O. DANIELSON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

  
DEAN O. DANIELSON,  
P.L.S. 16828  
BELL SURVEYING COMPANY  
500 KALAMATH ST.  
DENVER, CO. 80204



THIS EASEMENT DESCRIPTION IS NOT THE RESULT OF A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEFINE THE EASEMENT DESCRIBED HEREON.

## DRAINAGE ACCESS EASEMENT LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT

# EXHIBIT A

## DESCRIPTION


A PORTION OF LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT, RECORDED IN THE RECORDS OF DOUGLAS COUNTY, COLORADO UNDER RECEPTION NO. 2020032520, AND LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

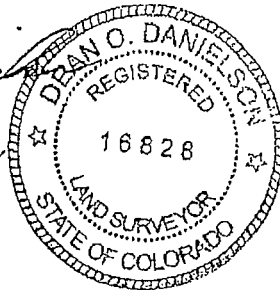
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1B; THENCE S 00°08'10" E ALONG THE EAST LINE OF SAID LOT 1B, A DISTANCE OF 186.04 FEET; THENCE S 89°51'50" W A DISTANCE OF 103.12 FEET; THENCE N 00°26'09" W A DISTANCE OF 5.21 FEET; THENCE S 89°33'51" W A DISTANCE OF 40.18 FEET; THENCE N 44°51'50" E A DISTANCE OF 47.13 FEET; THENCE N 00°05'59" W A DISTANCE OF 37.28 FEET; THENCE S 89°32'35" W A DISTANCE OF 20.00 FEET; THENCE N 00°05'59" W A DISTANCE OF 30.00 FEET; THENCE N 89°32'35" E A DISTANCE OF 10.20 FEET; THENCE N 00°08'10" W A DISTANCE OF 79.19 FEET TO THE NORTH LINE OF SAID LOT 1B; THENCE N 89°14'25" E ALONG SAID NORTH LINE A DISTANCE OF 119.77 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 22,288 SQUARE FEET OR 0.512 ACRES MORE OR LESS

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT BEING N 89°14'24" E.

I, DEAN O. DANIELSON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

  
DEAN O. DANIELSON  
P.L.S. 16828  
BELL SURVEYING COMPANY  
500 KALAMATH ST.  
DENVER, CO. 80204



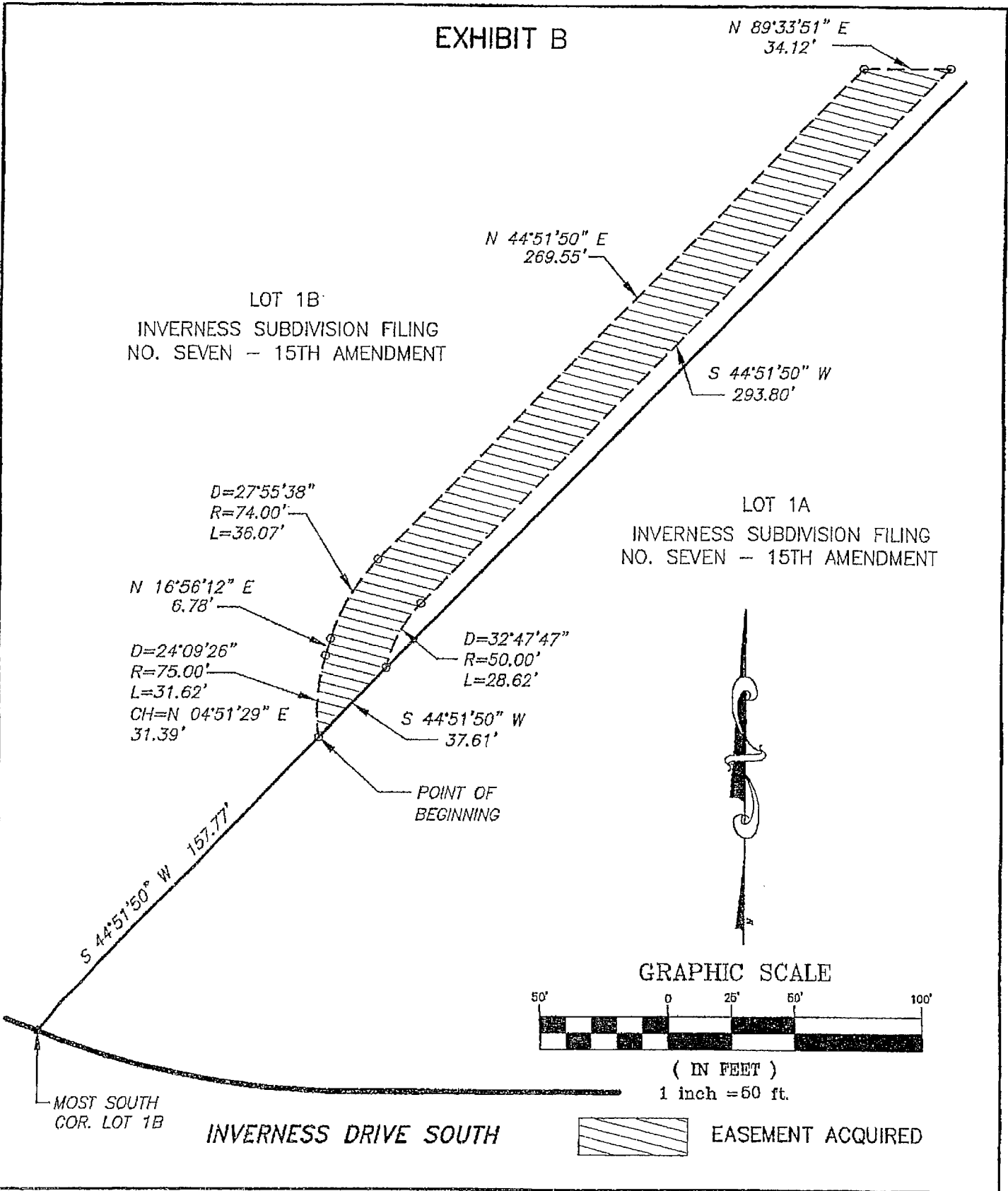
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## DRAINAGE EASEMENT

### LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT

DATE: APRIL 10, 2020	REV: 10/6/20	SCALE: 1"=50'	DRN: DD	SHEET 1 OF 2 SHEETS	20204-103-11
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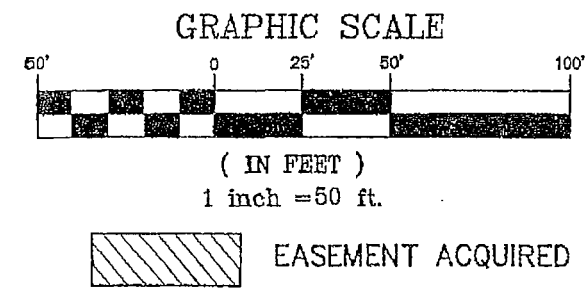
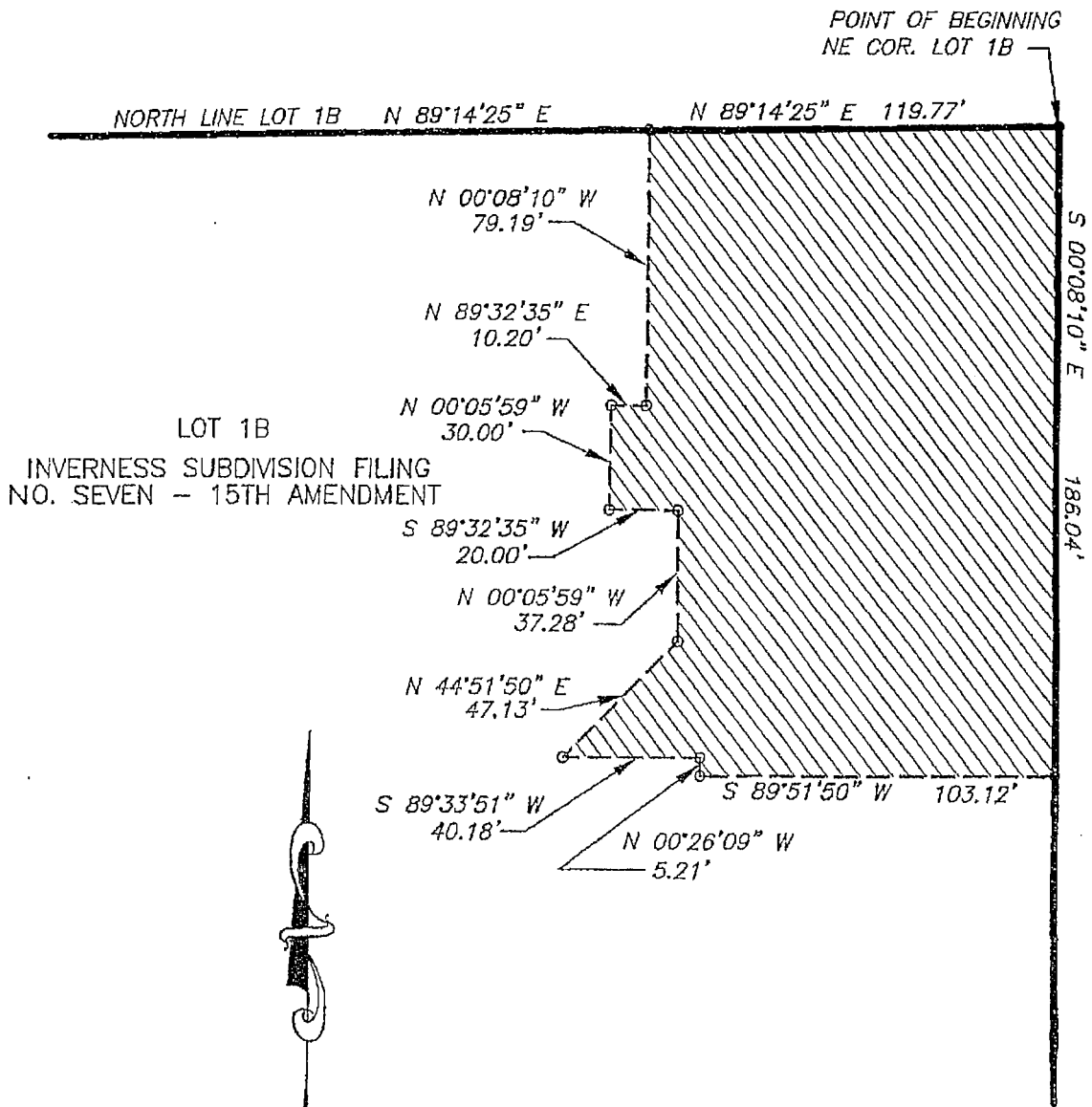
# EXHIBIT B



## DRAINAGE ACCESS EASEMENT LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT

DATE: OCTOBER 28, 2020	REV:	SCALE: 1"=50'	DRN: DD	SHEET 2 OF 2 SHEETS	20203-103-DC-2
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# EXHIBIT B



## DRAINAGE EASEMENT

### LOT 1B INVERNESS SUBDIVISION FILING NO. SEVEN - 15TH AMENDMENT

DATE: APRIL 10, 2020	REV: 10/6/20	SCALE: 1"=50'	DRN: DD	SHEET 2 OF 2 SHEETS	20204-103-11
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IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement the day and year first above written.

GRANTOR:

REUNION INVERNESS RE, LLC  
a Texas limited liability company

By: Reunion IRF, LLC  
a Texas limited liability company  
its Manager

By: [Signature]  
Jeffrey G. Jones, Development Manager

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF DALLAS        )

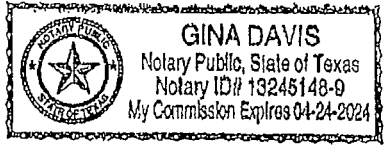
The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Jeffrey G. Jones, Manager of Reunion IRF, LLC, a Texas limited liability company, the Manager of Reunion Inverness RE, LLC, a Texas limited liability company, on behalf of the foregoing entities.

[Signature]  
Notary Public, State of Texas

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS  
STATE OF COLORADO

BY: [Signature]  
Lara L. Thomas, Chair



STATE OF COLORADO )  
  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12th day of January, 2021, by Lara L. Thomas as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

