

DV 25-075

**GRANT OF EASEMENT
STORM DRAINAGE**

THIS GRANT OF EASEMENT ("Grant") is given this _____ day of _____, 2026, by JADECO HOLDINGS, LLC ("Grantor"), whose address is 9509 Titan Park Cir. Littleton CO, 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. 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 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.
7. 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.

David E. Archer & Associates, Inc.
 105 Wilcox Street
 Castle Rock, CO 80104
 303-688-4642
 Wednesday, June 3, 2026 10:56:10 AM

PROJECT: 50\New Files & Storage\Drawings\2024\24-0336\Drainage Easement-DMH.pro

CLOSURE REPORT

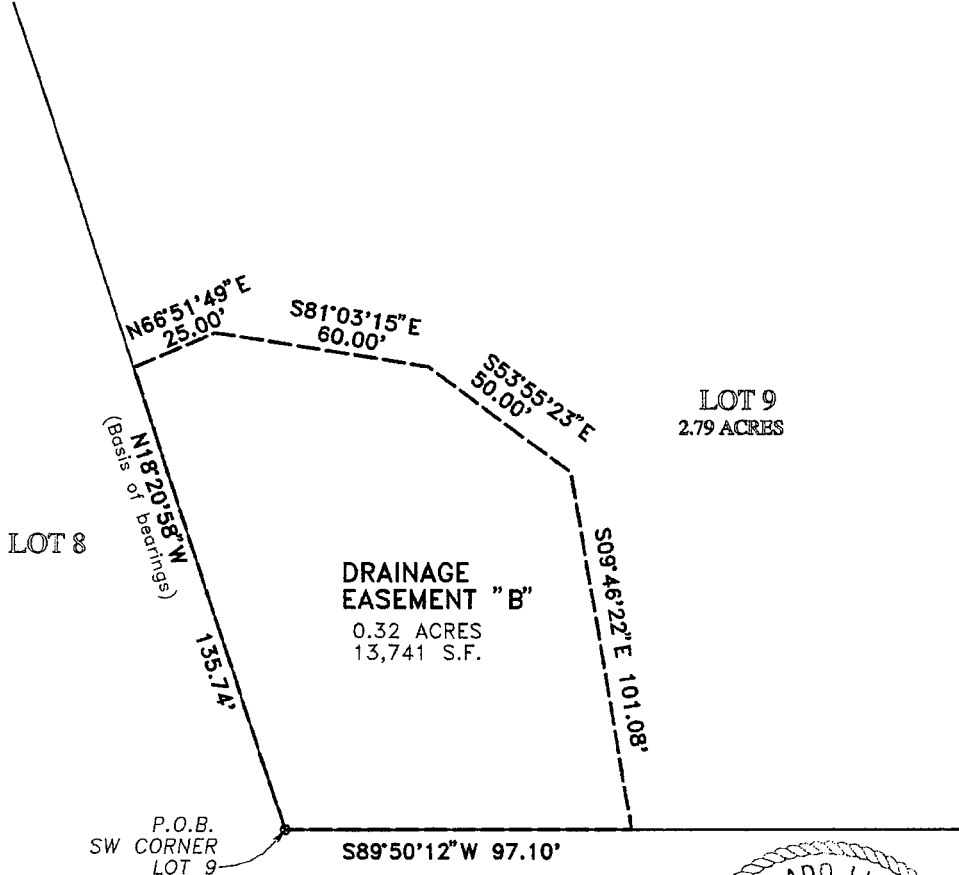
Coordinate values shown are computed based on the rounded bearing and distance, or chord bearing and chord lengths as indicated herein.
 Boundary Name:

Point Number	Description	Sta	Northing	Easting	Elevation
Bearing	Distance				
77	S18°20'58"E	157.53 '	-0+10.00	1606914.2884	3130304.3925
83	N63°01'19"E	30.00 '	1+47.53	1606764.7681	3130353.9847
84	N15°49'08"W	109.46 '	1+77.53	1606778.3776	3130380.7202
85	N63°01'19"E	130.11 '	2+86.98	1606883.6921	3130350.8816
86	N42°11'32"W	48.15 '	4+17.10	1606942.7164	3130466.8331
53	PC		4+65.25	1606978.3906	3130434.4946
52	S60°18'03"W	56.55 '			
	PT		5+21.80	1606950.3731	3130385.3731
	Center Point:		51	1607339.8012	3130163.2547 RP
	Radius:	448.32 '			
	Delta:	11°20'56" Right			
	Arc Length:	88.80 '			
	Chord Bearing:	S65°58'38"W			
	Chord Length:	88.66 '			
	Middle Ordinate:	2.20 '			
	External:	2.21 '			
	Deg of Curvature:	12°46'48" Arc Definition			
	Tangent:	44.55 '			
	Curve PI:		1606928.3173	3130346.6878	
77			6+10.60	1606914.2796	3130304.3925

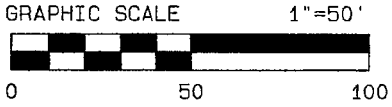
Closing latitude = -0.00874
 Closing departure = 0.00003
 Closing bearing = N00°10'37"W
 Closing distance = 0.00874
 Total traverse length = 620.46 (620.60)
 Total error of closure = 1/71002
 Error of closure in latitude = 1/71003
 Error of closure in departure = 1/23004224

Area = 10452.91 SQ FT
 Area = 0.24 ACRES

DRAINAGE EASEMENT EXHIBIT B
 Lot 9, Titan Road Industrial Park
 In Section 28, Township 6 South, Range 68 West,
 6th P.M., Arapahoe County, Colorado



Signed *[Signature]*
 Darrell E Roberts
 for and on behalf of
 David E. Archer & Assoc., Inc.



NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SCALE: 1"=50'
 DATE: 6-03-26



David E. Archer & Associates, Inc.
 105 Wilcox Street
 Castle Rock, CO 80104
 303-688-4642
 Wednesday, June 3, 2026 10:18:59 AM

PROJECT: 50\New Files & Storage\Drawings\2024\24-0336\Drainage Easement-DMH.pro

CLOSURE REPORT

Coordinate values shown are computed based on the rounded bearing and distance, or chord bearing and chord lengths as indicated herein.

Boundary Name:

Point Number	Description	Sta	Northing	Easting	Elevation
Bearing	Distance				
76		0+00.00	1606503.1528	3130440.7563	
N18°20'58"W	135.74 '				
78		1+35.74	1606631.9909	3130398.0237	
N66°51'49"E	25.00 '				
79		1+60.74	1606641.8140	3130421.0131	
S81°03'15"E	60.00 '				
80		2+20.74	1606632.4839	3130480.2832	
S53°55'23"E	50.00 '				
81		2+70.74	1606603.0404	3130520.6945	
S09°46'22"E	101.08 '				
82		3+71.81	1606503.4272	3130537.8520	
S89°50'12"W	97.10 '				
76		4+68.91	1606503.1504	3130440.7524	

Closing latitude = -0.00238
 Closing departure = -0.00389
 Closing bearing = N58°35'15"E
 Closing distance = 0.00456
 Total traverse length = 468.92 (468.91)
 Total error of closure = 1/102766
 Error of closure in latitude = 1/197173
 Error of closure in departure = 1/120414

Area = 13741.18 SQ FT
 Area = 0.32 ACRES