GRANT OF EASEMENT STORM DRAINAGE

THIS GRANT OF EASEMENT ("Grant") is given this ______day of August, 2025, by 372 Inverness I, LLC, a Colorado limited liability company ("Grantor"), whose address is c/o IRA Capital Partners II, LLC, 3121 Michelson Dr., Suite 500, Irvine, CA 92612, 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. <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. 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, micropools, 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. 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 hereto have executed this Grant the day and year first above written.

GRANTOR:

INVERNESS I, LLC, a Delaware limited liability company

By: IRA Medical HoldCo, LLC, a Delaware limited liability company

Its: Managing Member

By: IRA Capital Partners II, LLC, a Delaware limited liability

company Its: Manager

By: Name:

Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and the truthfulness, accuracy, or validity of that document.

Signature

ACKNOWLEDGEMENT			
STATE OF CALIFORNIA)		
COUNTY OF ORANGE) SS)		
On AUGUST 19, 2025, before me,	Danielle b	Oc Souze 1a Notary , who proved to m	Public, personally appeared
satisfactory evidence to be the person(s)	whose name(s) is/ar	e subscribed to the within i	nstrument and
acknowledged to me that he/she/they exe	cuted the same in hi	is/her/their authorized capa-	city(ies), and that by
his/her/their signature(s) on the instrument executed the instrument.	it the person(s), or t	he entity upon behalf of wh	nich the person(s) acted,
I certify under PENALTY OF PERJURY true and correct.	under the laws of t	he State of California that t	he foregoing paragraph is
WITNESS my hand and official seal.		DANIELLE G	DE SOUZA
The state of the s		A Williams	e ne

(Seal)

Notary Public - California Orange County Commission ≠ 2386973

My Comm. Expires Dec 16, 2023

GRANTEE:	
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO	
BY: Chair of the Board of County Commissioners	
STATE OF COLORADO)) ss. COUNTY OF DOUGLAS)	
The foregoing instrument was acknowledged be 20by the Chair of the Board of County Commission	fore me thisday of ers of the County of Douglas, State of Colorado.
My commission expires:	
Witness my hand and official seal.	
	Notary Public

EXHIBIT A

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, N89°51'50"E, A DISTANCE OF 1116.28 FEET; THENCE N00°08'10"W, A DISTANCE OF 849.34 FEET, TO A POINT ON THE EAST LINE OF LOT 1B-1, INVERNESS SUBDIVISION FILING NO. SEVEN, 18TH AMENDMENT, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NUMBER 2023053640 SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE ON SAID EAST LINE THE FOLLOWING TWO COURSES:

- 1. N44°51'49"E, A DISTANCE OF 91.11 FEET;
- 2. N00°26'09"W, A DISTANCE OF 5.20 FEET, TO A POINT 1.05 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1B-1;

THENCE S89°33'54"W, A DISTANCE OF 6.06 FEET;

THENCE S44°51'52"W, A DISTANCE OF 98.44 FEET;

THENCE N89°48'44"E, A DISTANCE OF 11.27 FEET TO A POINT ON SAID EAST LINE OF SAID LOT 1B-1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 771 SQUARE FEET OR 0.018 ACRES MORE OR LESS.

BASIS OF BEARING - ALL BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, WHICH IS ASSUMED TO BEAR N89°51'50"E AND IS MONUMENTED TO THE WEST BY A 3-1/4" ALUMINUM CAP STAMPED "W 1/4 COR SEC. 2 T.6 R.67W LS 14070", AND TO THE EAST BY A 3-1/4" ALUMINUM CAP STAMPED "CENTER SEC. 2 T.6 8.67W LS 14070".

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

KEVIN W. REYNOLDS

PROJECT NO. LOK.018

PREPARED FOR AND ON THE BEHALF OF

GALLOWAY AND COMPANY INC.

5500 GREENWOOD PLAZA BLVD. SUITE 200

GREENWOOD VILLAGE, COLORADO 80111

Description: Drainage Easement

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:1,629,663.430' East:3,180,443.542'

Segment# 1: Line

Course: N44°51'49.46"E Length: 91.111'
North: 1,629,728.008' East: 3,180,507.813'

Segment# 2: Line

Course: N0°26'08.96"W Length: 5.204'

North: 1,629,733.212' East: 3,180,507.774'

Segment# 3: Line

Course: S89°33'54.34"W Length: 6.062'

North: 1,629,733.166' East: 3,180,501.712'

Segment# 4: Line

Course: S44°51'52.21"W Length: 98.441'

North: 1,629,663.393' East: 3,180,432.269'

Segment# 5: Line

Course: N89°48'43.81"E Length: 11.273'

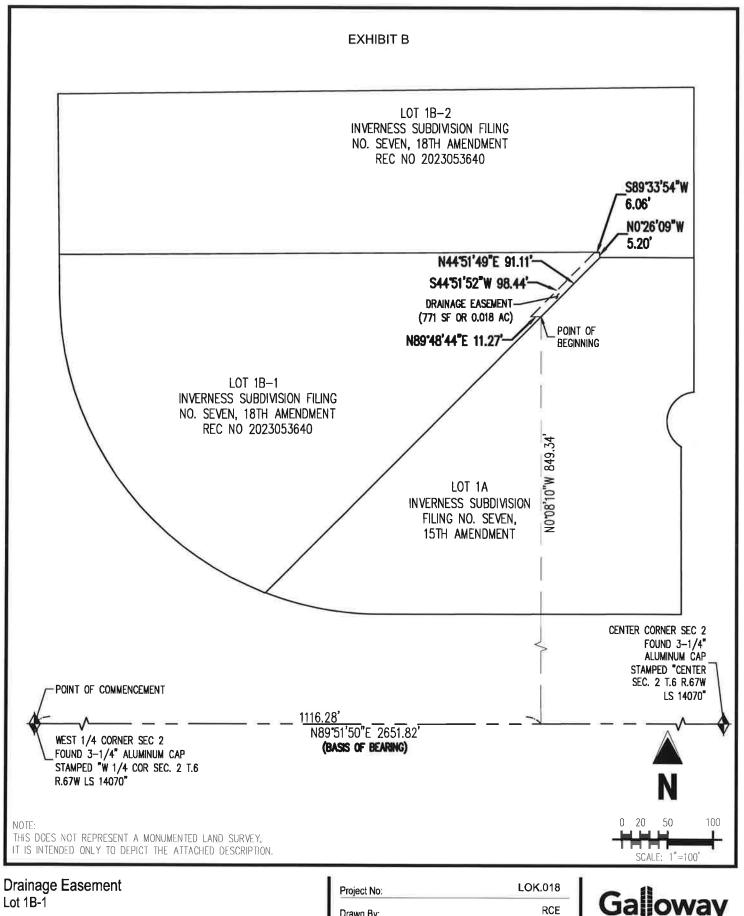
North: 1,629,663.430' East: 3,180,443.542'

Perimeter: 212.091' Area: 770.54Sq.Ft.

Error Closure: 0.000 Course: N25°51'30.95"W

Error North: 0.0003 East: -0.0002

Precision 1: 212,091,000.000



Inverness Subdivision Filing No. 7, 18th Amendment Legal and Exhibit - Exhibit A

Sheet 2 of 2

Project No:	LOK.018
Drawn By:	RCE
Checked By:	KWR
Date:	05.28.25



Greenwood Village, CO 80111 303,770,8884