

**PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT
CANYONS FAR SOUTH**

DATE: _____, 2025.

GRANTOR: **CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado 405 Urban Street, Suite 310, Lakewood, Colorado 80228.

DISTRICT: **VALLEY VIEW METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, 44 Cook Street, Suite 620, Denver, Colorado 80206.

GRANTEES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (individually, the "Town").

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, a political subdivision of the State of Colorado, 100 Third Street, Castle Rock, Colorado 80104 (individually, the "County") (collectively, Grantor, District, the Town, and the County shall be referred to as the "Parties").

RECITALS

A. Grantor is the owner of certain property located in unincorporated Douglas County, Colorado, as more particularly described in the legal description and map attached hereto as *Exhibit A* (the "Easement Property").

B. District is a metropolitan district organized for the purpose of providing public improvements for the use and benefit of the residents and taxpayers of the Canyons Far South development located within the Town.

C. Grantor and District have entered into that certain Access and Maintenance Easement Agreement, dated December 19, 2025, under which Grantor is granting District a perpetual, non-exclusive easement, on, over, under, across, and through the Easement Property for the purpose of accessing, designing, constructing, installing, inspecting, operating, maintaining, repairing, and/or replacing certain drainage structures and appurtenances, including, but not limited to, culverts, channels, ditch sections, storm sewers, detention ponds, inlets, swales, utility facilities and cut and fill slopes of such size and capacity as necessary or required by the Town (the "Drainage Improvements").

D. Grantees have determined that, in order to ensure the proper maintenance, repair, and replacement of the Drainage Improvements, they need to acquire a non-exclusive permanent stormwater drainage easement from Grantor on, over, under, across, and through the Easement Property.

E. Grantor and Grantees have agreed to the terms and consideration for the grant of the Easement, which are hereinafter set forth in this Permanent Stormwater Drainage Easement Agreement (the "Agreement").

GRANT

Grantor, as its interest may appear and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby grants to Grantees, their successors and assigns, a permanent, non-exclusive, stormwater drainage easement (the "Easement") on, over, under, across, and through the Easement Property for the uses set forth below.

TERMS

1. Grantor warrants to Grantees that, as the record owner of the Easement Property, Grantor has the requisite power and lawful authority to grant this Easement, free of prior liens and encumbrances which would preclude the Grantees from utilizing the site for its stated purpose, as reasonably determined by Grantees.

2. The Easement is a non-exclusive permanent easement to allow Grantees, their employees, contractors, and agents the right to enter, re-enter, occupy, and use the Easement Property to inspect, monitor, maintain, repair, and replace, from time to time, the Drainage Improvements.

3. The Parties acknowledge and agree that it is the responsibility of District, as the owner of the Drainage Improvements, to operate, maintain, repair, and replace such Drainage Improvements, as may be necessary, at its sole cost and expense. If any Grantee or Grantor reasonably believes that the District has failed to adequately perform these obligations, such party shall provide the District with written notice describing the specific deficiencies and shall allow the District no less than 30 days from receipt of such notice to cure the deficiency (the "Cure Period"). Only if the District fails to cure the deficiency within the Cure Period may Grantor, and thereafter the Grantees (in the order set forth below), perform the necessary work. In the event of an emergency in which immediate action is required to prevent imminent damage to persons or property, Grantor or any Grantee may, without prior notice, perform the minimum work reasonably necessary to address the emergency, provided that written notice is given to the District as soon as practicable thereafter. The order of step-in rights shall be as follows: (i) Grantor shall have the primary right to perform such work; (ii) if Grantor fails or declines to do so, the Town shall have the secondary right to perform such work; and (iii) if the Town fails or declines to do so, the County shall have the tertiary right to perform such work.

4. It shall be District's responsibility to reimburse whichever Grantee has performed such maintenance, repair and/or replacement work (the "Performing Grantee") for 1.25 times the total costs incurred, including all actual costs for labor, equipment and materials and applicable fees. If District fails to reimburse the Performing Grantee within 30 days after receipt of an invoice describing the work undertaken and the costs associated therewith, the Performing Grantee shall

have the right to take whatever action at law or in equity appears necessary or desirable to collect all monies then due. In any such legal action, if the Performing Grantee should prevail, it shall be entitled to recover its reasonable attorney's fees and litigation costs from District.

5. All activity by Grantees, their respective employees, contractors, and agents shall be maintained within the boundaries of the Easement Property and, upon completion of any activities which disturb the surface of the Easement Property, the Performing Grantee will restore the general surface of the ground as nearly as may reasonably be done to its to its pre-existing grade and condition, except as necessarily modified to accommodate the Drainage Improvements. Grantees shall keep all of the Easement Property reasonably clean and clear of equipment, building materials, dirt, debris, and similar materials resulting from Grantees' activities. Grantees shall clean, cure, and correct any such damage to any elements of the Easement Property. If Grantees fail to clean, cure, or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantees' expense.

6. Grantees represent that they neither have nor will cause any contamination to the Easement Property and agree that, if they have caused or do cause any such contamination, it shall be the responsibility of Grantees to clean up and remediate such contamination.

7. Grantees shall exercise their rights under this Agreement in a manner that does not materially interfere with the use of, or access to, the Easement Property by Grantor, District, or their respective successors and assigns.

8. Grantor retains the right to the undisturbed use and occupancy of the Easement Property, insofar as such use and occupancy are consistent with and do not impair any grant or covenant herein contained.

9. Grantees shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted, provided that Grantees shall clean, cure and correct, as may be reasonably necessary, any property that may be damaged by such subjacent and lateral support. If Grantees fail to clean, cure, or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantees' expense. Neither Grantor nor District shall take nor permit any action which would materially impair the lateral or subjacent support for any of the Drainage Improvements. Neither Grantor nor District shall modify the earth cover over any underground Drainage Improvements in any manner that would materially impact or adversely affect the underground Drainage Improvements without advance written authorization from Grantees.

10. Any breach of this Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

11. Grantees agree that at such time and in the event that the Easement described herein be abandoned by the Grantees, such Easement shall terminate and the real property interest

represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns. Because of the potentially infrequent nature of the allowed use of the Easement Property, mere non-use of the Easement Property, notwithstanding the length of time of such non-use, shall not constitute abandonment.

12. This Agreement runs with the land and shall continue in full force and effect unless sooner terminated by separate agreement between the Parties, or their respective successors and assigns.

13. Any notice or demand under this Agreement shall be in writing and be deemed to have been given and received when delivered to the other Parties or three (3) days following the date deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to Grantor: Crowfoot Valley Ranch Metropolitan District No. 1
c/o Public Alliance
405 Urban Street, Suite 310
Lakewood, Colorado 80228
Attention: Ann Finn

With a copy to: Crowfoot Valley Ranch Metropolitan District No. 1
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver Colorado 80206
Attention: Matthew Ruhland
mruhland@cegrlaw.com

If to District: Valley View Metropolitan District No. 1
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver Colorado 80206
Attention: Matthew Ruhland

If to Town: Town of Castle Rock
Castle Rock Water
175 Kellogg Court, Building 171
100 N. Wilcox Street
Castle Rock, CO 80109
Attention: Mark Marlowe, Director

With a copy to: Town of Castle Rock
Town Attorney's Office
100 N. Wilcox Street
Castle Rock, CO 80104
Attention: Michael J. Hyman, Town Attorney

If to County: Douglas County
Public Works
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman, Director

with a copy to: Douglas County
County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Christopher Pratt, Managing County Attorney

or as otherwise provided by notice given as set forth in this paragraph. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

14. The Parties, and their respective officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

15. This Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between the Parties with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by the Parties.

16. It is specifically understood and agreed to by and between the Parties that any operation, maintenance, repair, and replacement of the Drainage Improvements is contingent upon the approval of and budgeting for such operation, maintenance, repair, and replacement by the Board of Directors of the District and/or Grantor, neither of which can be guaranteed.

17. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

18. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County of Douglas, Colorado.

19. This Agreement shall be recorded with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the Parties.

(Signature pages to follow)

GRANTEE:

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director, Castle Rock Water

STATE OF _____)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by David L. Corliss, in his capacity as Town Manager, and Lisa Anderson, in her capacity as the Town Clerk, of the Town of Castle Rock.

Witness my official hand and seal.
My commission expires: _____.

(S E A L)

Notary Public

EXHIBIT A
EASEMENT PROPERTY
(attached hereto)

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT F, CANYONS SOUTH FILING NO. 2 RECORDED AUGUST 4, 2022 AT RECEPTION NO. 2022053435, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, SOUTH 00°03'56" EAST, A DISTANCE OF 449.76 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00°03'56" EAST, A DISTANCE OF 251.75 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 52°32'17" WEST, A DISTANCE OF 13.55 FEET;

THENCE NORTH 89°53'07" WEST, A DISTANCE OF 368.15 FEET;

THENCE NORTH 75°11'02" WEST, A DISTANCE OF 283.49 FEET;

THENCE NORTH 89°54'42" WEST, A DISTANCE OF 38.39 FEET;

THENCE SOUTH 65°30'14" WEST, A DISTANCE OF 74.30 FEET;

THENCE NORTH 24°29'46" WEST, A DISTANCE OF 283.33 FEET;

THENCE NORTH 65°30'14" EAST, A DISTANCE OF 69.68 FEET;

THENCE SOUTH 70°19'25" EAST, A DISTANCE OF 166.21 FEET;

THENCE SOUTH 89°54'42" EAST, A DISTANCE OF 128.05 FEET;

THENCE SOUTH 75°11'02" EAST, A DISTANCE OF 185.21 FEET;

THENCE SOUTH 89°53'07" EAST, A DISTANCE OF 303.58 FEET;

THENCE NORTH 52°32'17" EAST, A DISTANCE OF 57.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.340 ACRES, (189,057 SQUARE FEET), MORE OR LESS.

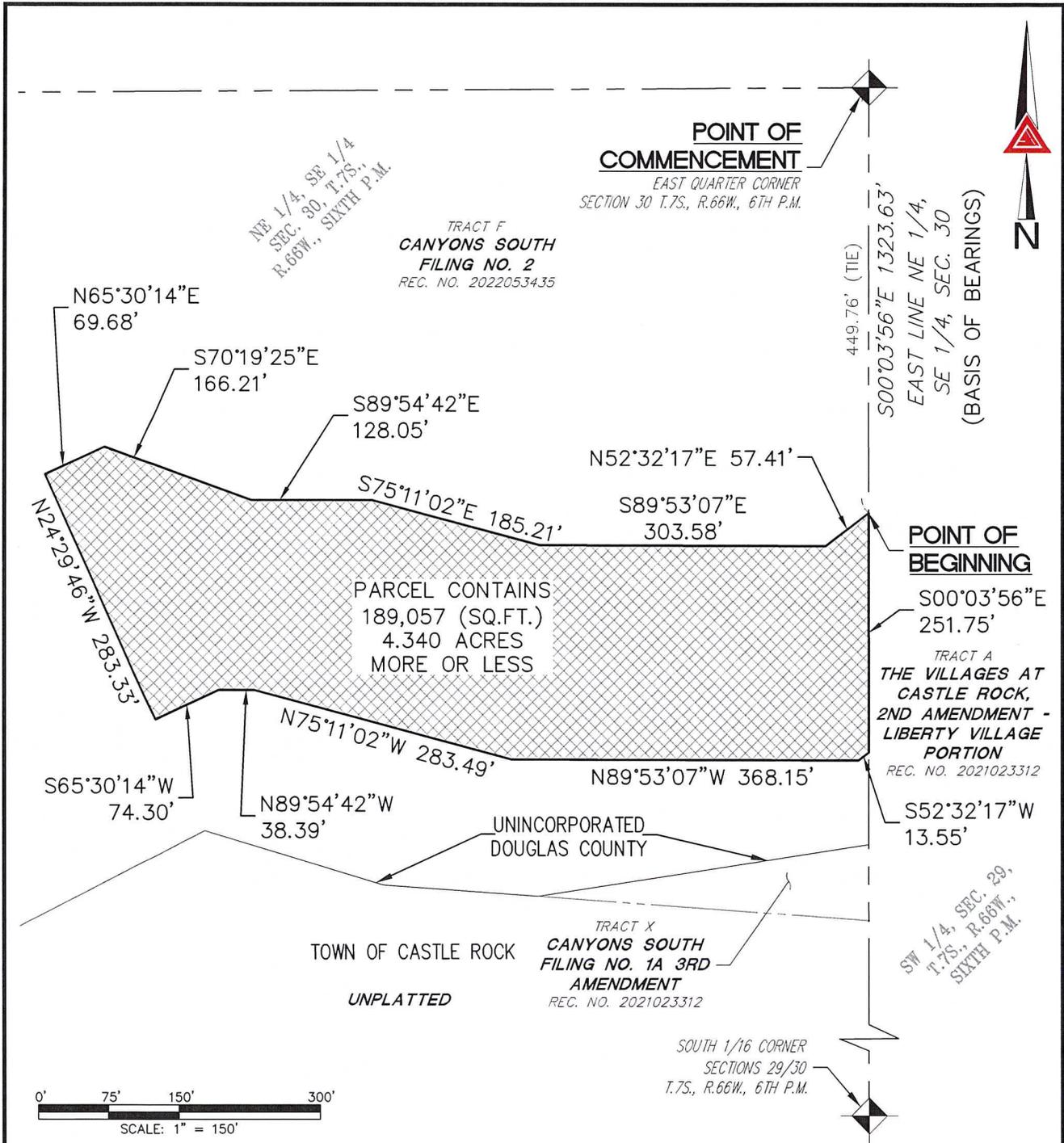
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



08/25/2025

ILLUSTRATION TO EXHIBIT A



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

AZTEC
CONSULTANTS, INC.

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

DRAINAGE EASEMENT
NE 1/4 SE 1/4 SEC. 30, T.7S., R.66W., SIXTH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\190523-02 - CANYONS FAR SOUTH (LOWE RETAINED PROP) - PLATS\DWG\EXHIBITS\2025-08-12 OFFSITE ESMTS\OFF-SITE DRAINAGE EASEMENT 1.DWG
JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: MJN 2 OF 2 SHEETS

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT F, CANYONS SOUTH FILING NO. 2 RECORDED AUGUST 4, 2022 AT RECEPTION NO. 2022053435, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, SOUTH 00°03'56" EAST, A DISTANCE OF 798.31 FEET TO THE SOUTHEAST CORNER OF SAID TRACT F;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT F, THE FOLLOWING 3 COURSES:

1. SOUTH 81°10'33" WEST, A DISTANCE OF 354.66 FEET;
2. NORTH 85°55'00" WEST, A DISTANCE OF 165.86 FEET;
3. NORTH 73°17'30" WEST, A DISTANCE OF 198.44 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING 3 COURSES:

1. SOUTH 63°07'04" WEST, A DISTANCE OF 395.45 FEET;
2. SOUTH 81°10'33" WEST, A DISTANCE OF 389.27 FEET;
3. SOUTH 74°02'37" WEST, A DISTANCE OF 451.18 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 15°57'23" WEST, A DISTANCE OF 467.82 FEET;

THENCE NORTH 69°54'31" EAST, A DISTANCE OF 1,150.00 FEET;

THENCE SOUTH 24°29'46" EAST, A DISTANCE OF 530.00 FEET TO THE **POINT OF BEGINNING**.

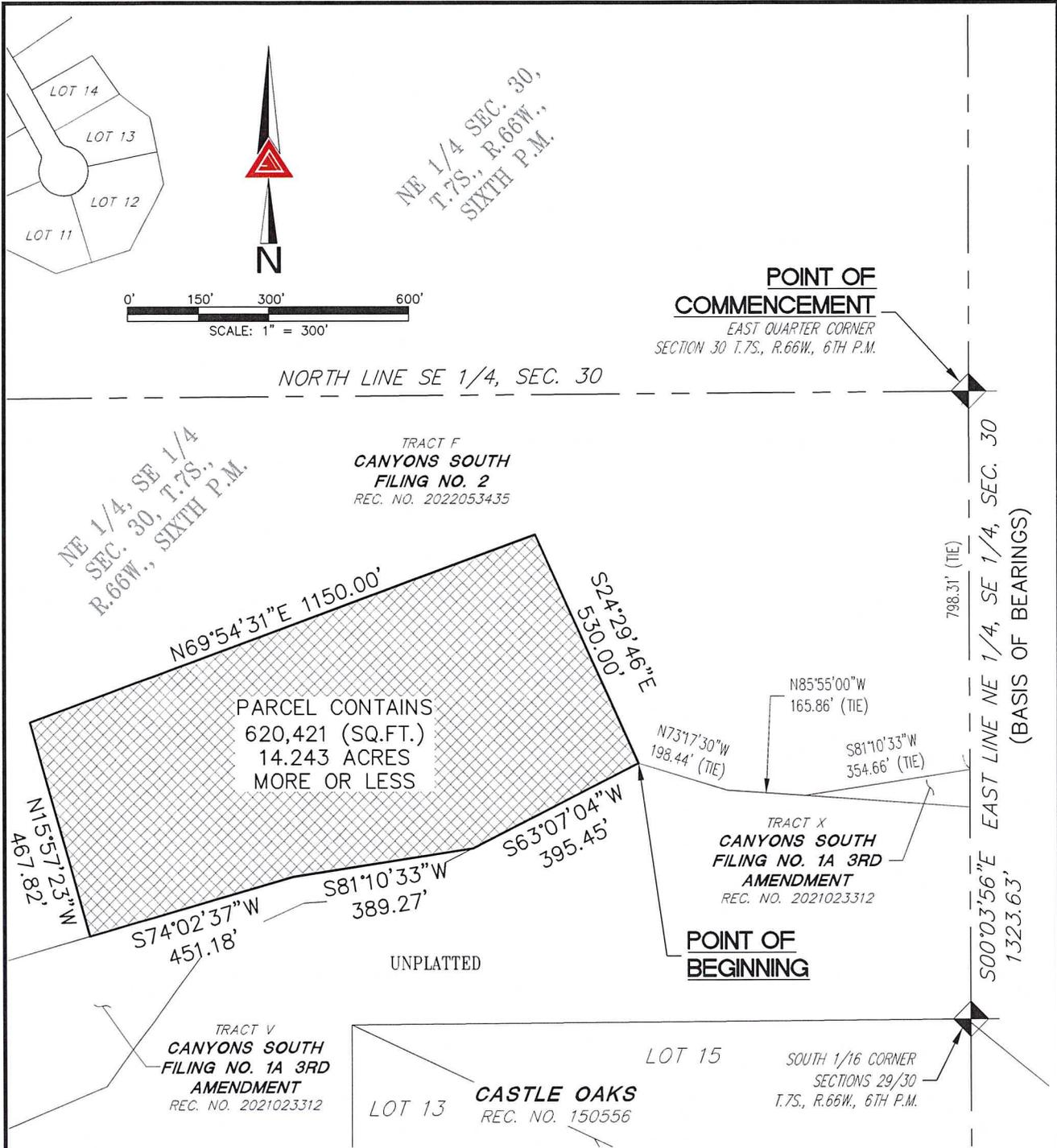
CONTAINING AN AREA OF 14.243 ACRES, (620,421 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
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DRAINAGE EASEMENT
NE 1/4, SE 1/4 SEC. 30, T.7S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\190523-02 - CANYONS FAR SOUTH (LOWE RETAINED PROP) - PLATS\DWG\EXHIBITS\2025-08-12 OFFSITE ESMTS\OFF-SITE DRAINAGE EASEMENT 2.DWG
JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: MJN 2 OF 2 SHEETS

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF TRACT R AND TRACT S, CANYONS SOUTH FILING NO. 1A, 3RD AMENDMENT, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED FEBRUARY 24, 2021 AT RECEPTION NO. 2021023312, AND THAT CERTAIN PORTION OF TRACT F, CANYONS SOUTH FILING NO. 2, SAID COUNTY AND STATE, PER PLAT RECORDED AUGUST 4, 2022 AT RECEPTION NO. 2022053435, BOTH IN THE OFFICE OF THE CLERK AND RECORDED OF SAID COUNTY, LYING WITHIN THE SOUTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT F, BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 89°06'00" WEST, A DISTANCE OF 1,845.91 FEET, ON SAID CANYONS SOUTH FILING NO. 2;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT F, THE FOLLOWING 3 COURSES:

1. SOUTH 76°24'57" WEST, A DISTANCE OF 14.66 FEET;
2. NORTH 57°15'36" WEST, A DISTANCE OF 95.66 FEET;
3. SOUTH 84°17'35" WEST, A DISTANCE OF 242.10 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT S;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING 4 COURSES:

1. SOUTH 68°52'40" WEST, A DISTANCE OF 147.25 FEET;
2. SOUTH 88°58'22" WEST, A DISTANCE OF 147.25 FEET;
3. NORTH 70°55'56" WEST, A DISTANCE OF 147.25 FEET;
4. NORTH 89°29'45" WEST, A DISTANCE OF 22.56 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 76°24'57" EAST, A DISTANCE OF 781.52 FEET;

THENCE SOUTH 89°06'00" EAST, A DISTANCE OF 457.51 FEET;

THENCE NORTH 31°24'38" EAST, A DISTANCE OF 51.92 FEET;

THENCE NORTH 70°52'31" EAST, A DISTANCE OF 127.61 FEET;

THENCE NORTH 88°35'21" EAST, A DISTANCE OF 447.48 FEET;

THENCE NORTH 75°09'59" EAST, A DISTANCE OF 281.80 FEET;

THENCE NORTH 55°06'35" EAST, A DISTANCE OF 172.25 FEET;

THENCE NORTH 83°32'18" EAST, A DISTANCE OF 137.55 FEET;

THENCE SOUTH 45°18'47" EAST, A DISTANCE OF 318.56 FEET;

THENCE NORTH 48°33'27" EAST, A DISTANCE OF 139.69 FEET;

08/25/2025

THENCE NORTH 85°26'06" EAST, A DISTANCE OF 279.73 FEET;
THENCE SOUTH 15°57'23" EAST, A DISTANCE OF 286.10 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT F;
THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 74°02'37" WEST, A DISTANCE OF 103.03 FEET;
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°53'15" EAST, A DISTANCE OF 109.08 FEET;
THENCE SOUTH 85°26'06" WEST, A DISTANCE OF 210.21 FEET;
THENCE SOUTH 48°33'27" WEST, A DISTANCE OF 259.93 FEET;
THENCE NORTH 45°18'47" WEST, A DISTANCE OF 345.82 FEET;
THENCE SOUTH 75°09'59" WEST, A DISTANCE OF 511.85 FEET;
THENCE SOUTH 88°35'21" WEST, A DISTANCE OF 439.85 FEET;
THENCE SOUTH 70°52'31" WEST, A DISTANCE OF 24.71 FEET;
THENCE SOUTH 31°24'38" WEST, A DISTANCE OF 67.43 FEET;
THENCE SOUTH 66°09'01" WEST, A DISTANCE OF 55.63 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT F;
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89°06'00" WEST, A DISTANCE OF 509.59 FEET TO THE **POINT OF BEGINNING**.

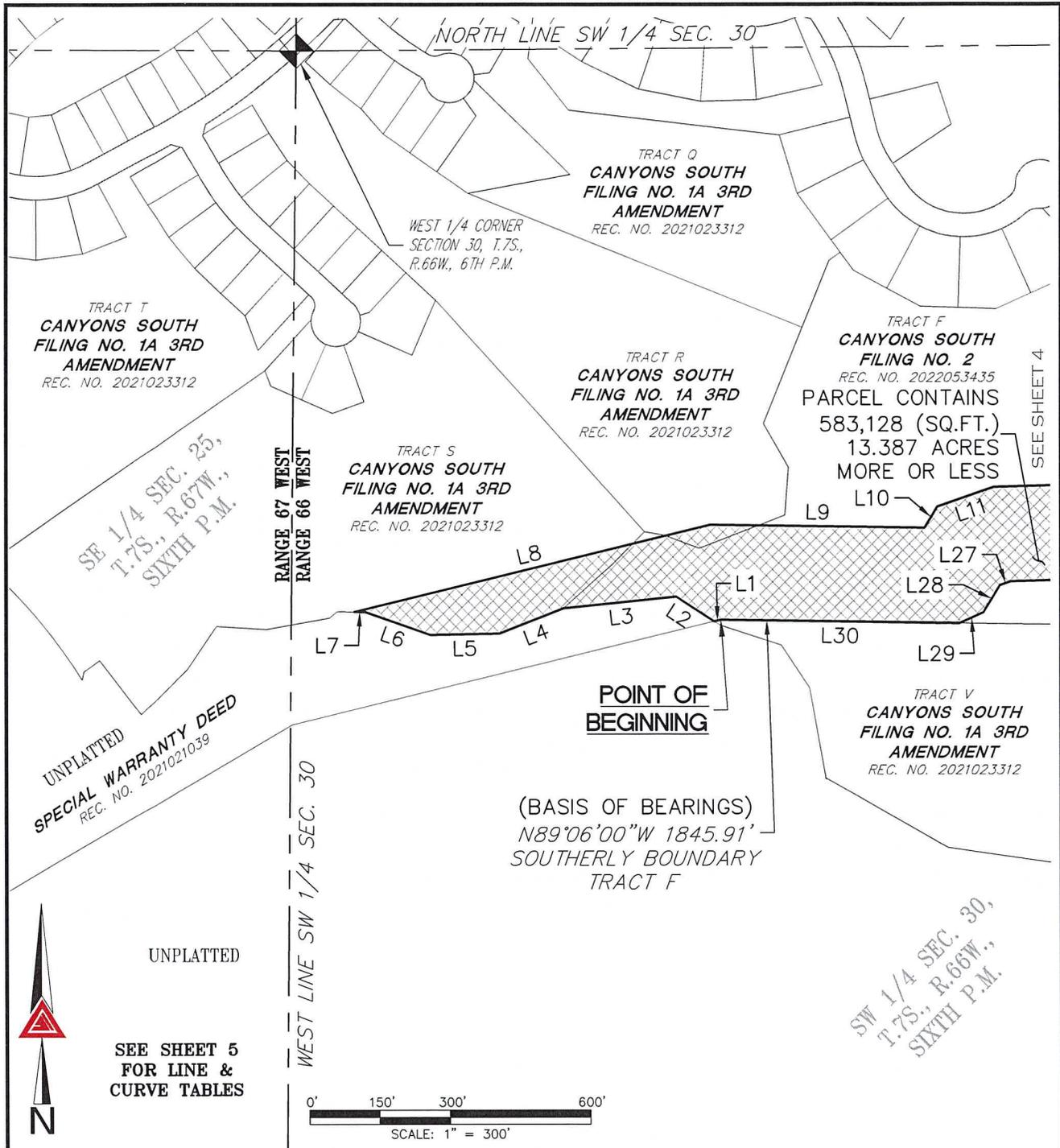
CONTAINING AN AREA OF 13.387 ACRES, (583,128 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
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300 E. MINERAL AVENUE, SUITE 1
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ILLUSTRATION TO EXHIBIT A



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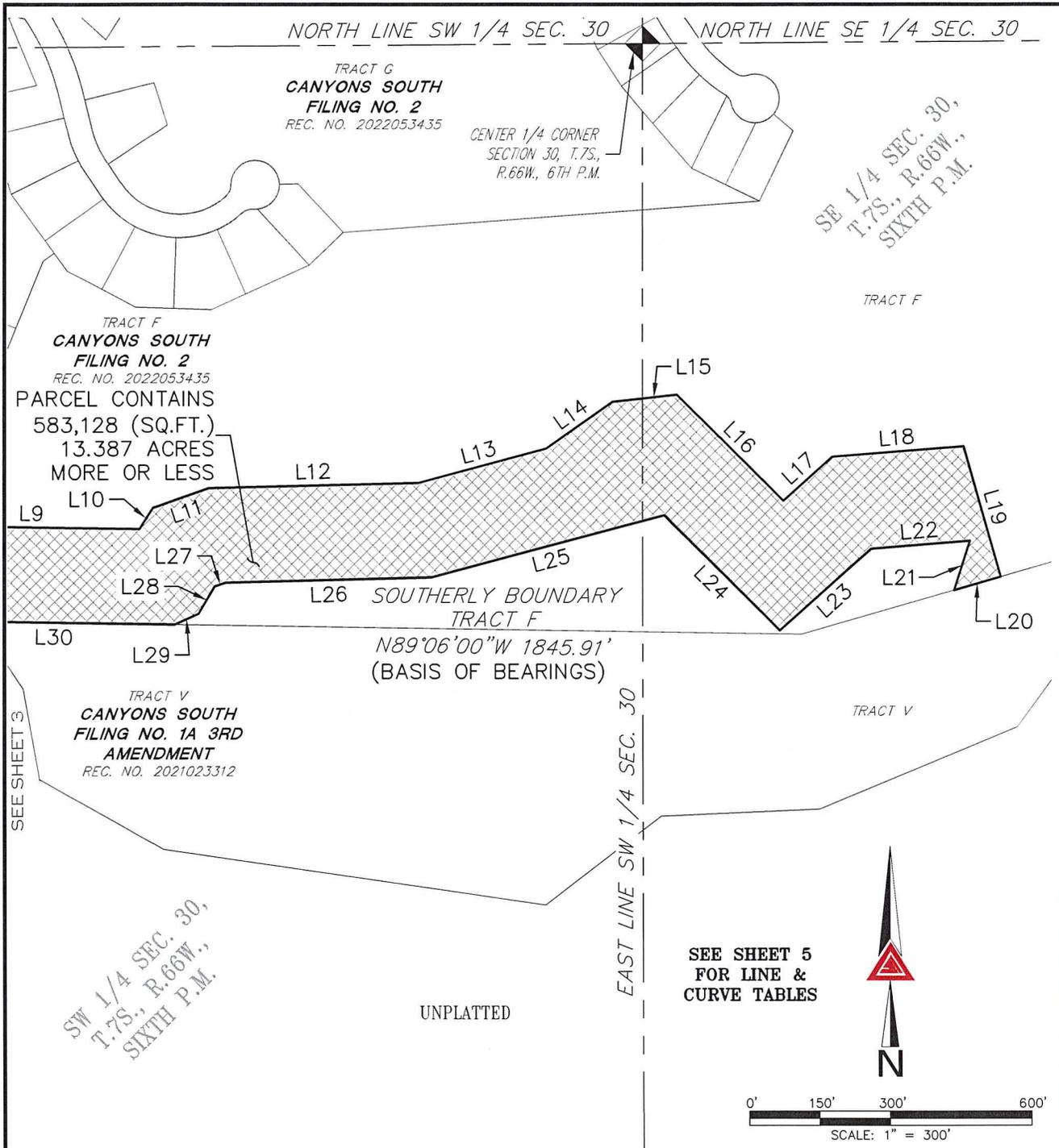
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JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: MJN 3 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT A



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JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: MJN 4 OF 5 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°24'57"W	14.66'
L2	N57°15'36"W	95.66'
L3	S84°17'35"W	242.10'
L4	S68°52'40"W	147.25'
L5	S88°58'22"W	147.25'
L6	N70°55'56"W	147.25'
L7	N89°29'45"W	22.56'
L8	N76°24'57"E	781.52'
L9	S89°06'00"E	457.51'
L10	N31°24'38"E	51.92'
L11	N70°52'31"E	127.61'
L12	N88°35'21"E	447.48'
L13	N75°09'59"E	281.80'
L14	N55°06'35"E	172.25'
L15	N83°32'18"E	137.55'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S45°18'47"E	318.56'
L17	N48°33'27"E	139.69'
L18	N85°26'06"E	279.73'
L19	S15°57'23"E	286.10'
L20	S74°02'37"W	103.03'
L21	N17°53'15"E	109.08'
L22	S85°26'06"W	210.21'
L23	S48°33'27"W	259.93'
L24	N45°18'47"W	345.82'
L25	S75°09'59"W	511.85'
L26	S88°35'21"W	439.85'
L27	S70°52'31"W	24.71'
L28	S31°24'38"W	67.43'
L29	S66°09'01"W	55.63'
L30	N89°06'00"W	509.59'

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DRAINAGE EASEMENT

S 1/2 SEC. 30, T.7S., R.66W., 6TH P.M.
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**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF UNPLATTED LAND, COUNTY OF DOUGLAS, STATE OF COLORADO, PER SPECIAL WARRANTY DEED RECORDED FEBRUARY 19, 2021 AT RECEPTION NO. 2021021039 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN & THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, THE FOLLOWING 2 COURSES:

1. SOUTH 76°24'57" WEST, A DISTANCE OF 927.23 FEET;
2. SOUTH 59°57'41" WEST, A DISTANCE OF 306.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 103.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 28°21'26" WEST;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'49", AN ARC LENGTH OF 7.01 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 231.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°36'09", AN ARC LENGTH OF 147.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 536.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°10'10", AN ARC LENGTH OF 123.20 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 63°08'36" EAST, A DISTANCE OF 29.81 FEET;

THENCE SOUTH 66°28'32" EAST, A DISTANCE OF 133.61 FEET;

THENCE NORTH 59°57'41" EAST, A DISTANCE OF 428.41 FEET;

THENCE NORTH 76°24'57" EAST, A DISTANCE OF 9.30 FEET TO THE SOUTHERLY BOUNDARY OF TRACT S, CANYONS SOUTH FILING NO. 1A, 3RD AMENDMENT, SAID COUNTY AND STATE, PER PLAT RECORDED FEBRUARY 24, 2021 AT RECEPTION NO. 2021023312 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING 2 COURSES:

1. NORTH 80°00'17" EAST, A DISTANCE OF 1.01 FEET;
2. NORTH 51°13'38" EAST, A DISTANCE OF 0.15 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 76°24'57" EAST, A DISTANCE OF 54.73 FEET TO SAID SOUTHERLY BOUNDARY OF TRACT S;

08/25/2025

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING 4 COURSES:

1. SOUTH 89°29'45" EAST, A DISTANCE OF 22.56 FEET;
2. SOUTH 70°55'56" EAST, A DISTANCE OF 147.25 FEET;
3. NORTH 88°58'22" EAST, A DISTANCE OF 147.25 FEET;
4. NORTH 68°52'40" EAST, A DISTANCE OF 147.25 FEET TO THE SOUTHERLY BOUNDARY OF TRACT F, CANYONS SOUTH FILING NO. 2, SAID COUNTY AND STATE, PER PLAT RECORDED AUGUST 4, 2022 AT RECEPTION NO. 2022053435 IN SAID OFFICE;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING 2 COURSES:

1. NORTH 84°17'35" EAST, A DISTANCE OF 242.10 FEET;
2. SOUTH 57°15'36" EAST, A DISTANCE OF 95.66 FEET TO THE POINT OF BEGINNING.

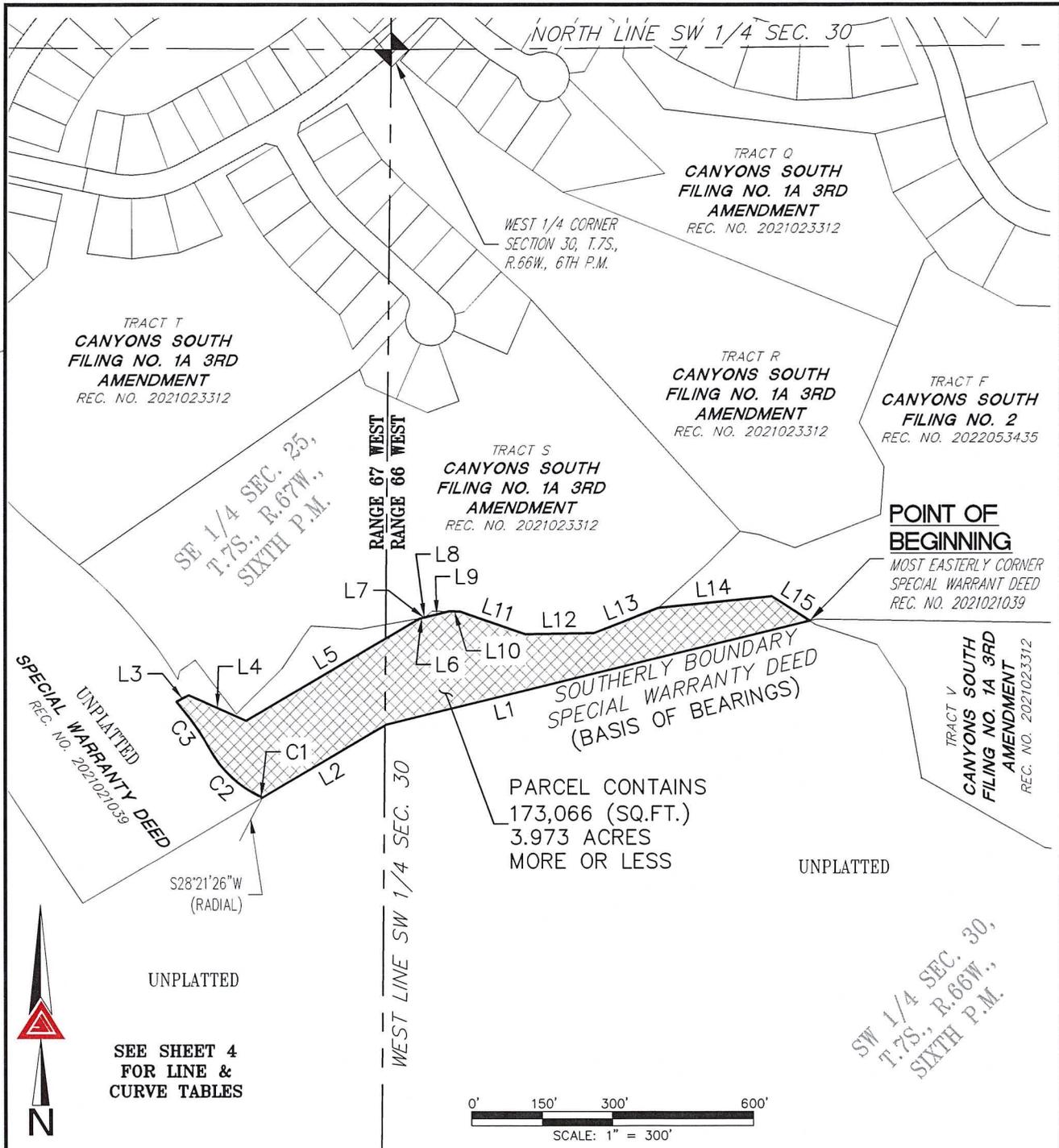
CONTAINING AN AREA OF 3.973 ACRES, (173,066 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

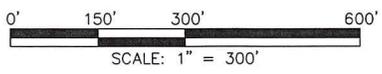


MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



SEE SHEET 4
FOR LINE &
CURVE TABLES



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

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DRAINAGE EASEMENT
SW 1/4 SEC. 30, T.7S., R.66W., 6TH P.M. & SE 1/4 SEC. 25, T.7S., R.67W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\190523-02 - CANYONS FAR SOUTH (LOWE RETAINED PROP) - PLATS\DWG\EXHIBITS\2025-08-12 OFFSITE ESMTS\OFF-SITE DRAINAGE EASEMENT 4.DWG
JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: MJN 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°24'57"W	927.23'
L2	S59°57'41"W	306.68'
L3	N63°08'36"E	29.81'
L4	S66°28'32"E	133.61'
L5	N59°57'41"E	428.41'
L6	N76°24'57"E	9.30'
L7	N80°00'17"E	1.01'
L8	N51°13'38"E	0.15'
L9	N76°24'57"E	54.73'
L10	S89°29'45"E	22.56'
L11	S70°55'56"E	147.25'
L12	N88°58'22"E	147.25'
L13	N68°52'40"E	147.25'
L14	N84°17'35"E	242.10'
L15	S57°15'36"E	95.66'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°53'49"	103.00'	7.01'
C2	36°36'09"	231.00'	147.57'
C3	13°10'10"	536.00'	123.20'

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**EXHIBIT A
LEGAL DESCRIPTION**

TWO PARCELS OF LAND BEING THAT CERTAIN PORTION OF UNPLATTED LAND, COUNTY OF DOUGLAS, STATE OF COLORADO, PER SPECIAL WARRANTY DEED RECORDED FEBRUARY 19, 2021 AT RECEPTION NO. 2021021039 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, NORTH 33°43'04" WEST, A DISTANCE OF 33.56 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY NORTH 09°04'31" WEST, A DISTANCE OF 71.78 FEET;

THENCE NORTH 80°55'29" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 09°04'31" EAST, A DISTANCE OF 82.44 FEET;

THENCE SOUTH 11°03'02" EAST, A DISTANCE OF 15.43 FEET TO THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 59°57'41" WEST, A DISTANCE OF 12.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.053 ACRES, (2,325 SQUARE FEET), MORE OR LESS.

PARCEL B

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, NORTH 33°43'04" WEST, A DISTANCE OF 109.54 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY NORTH 56°16'56" EAST, A DISTANCE OF 198.53 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 23°24'06" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 66°35'54" EAST, A DISTANCE OF 129.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 391.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 62°18'39" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'00", AN ARC LENGTH OF 30.03 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 66°35'54" WEST, A DISTANCE OF 130.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.090 ACRES, (3,909 SQUARE FEET), MORE OR LESS.

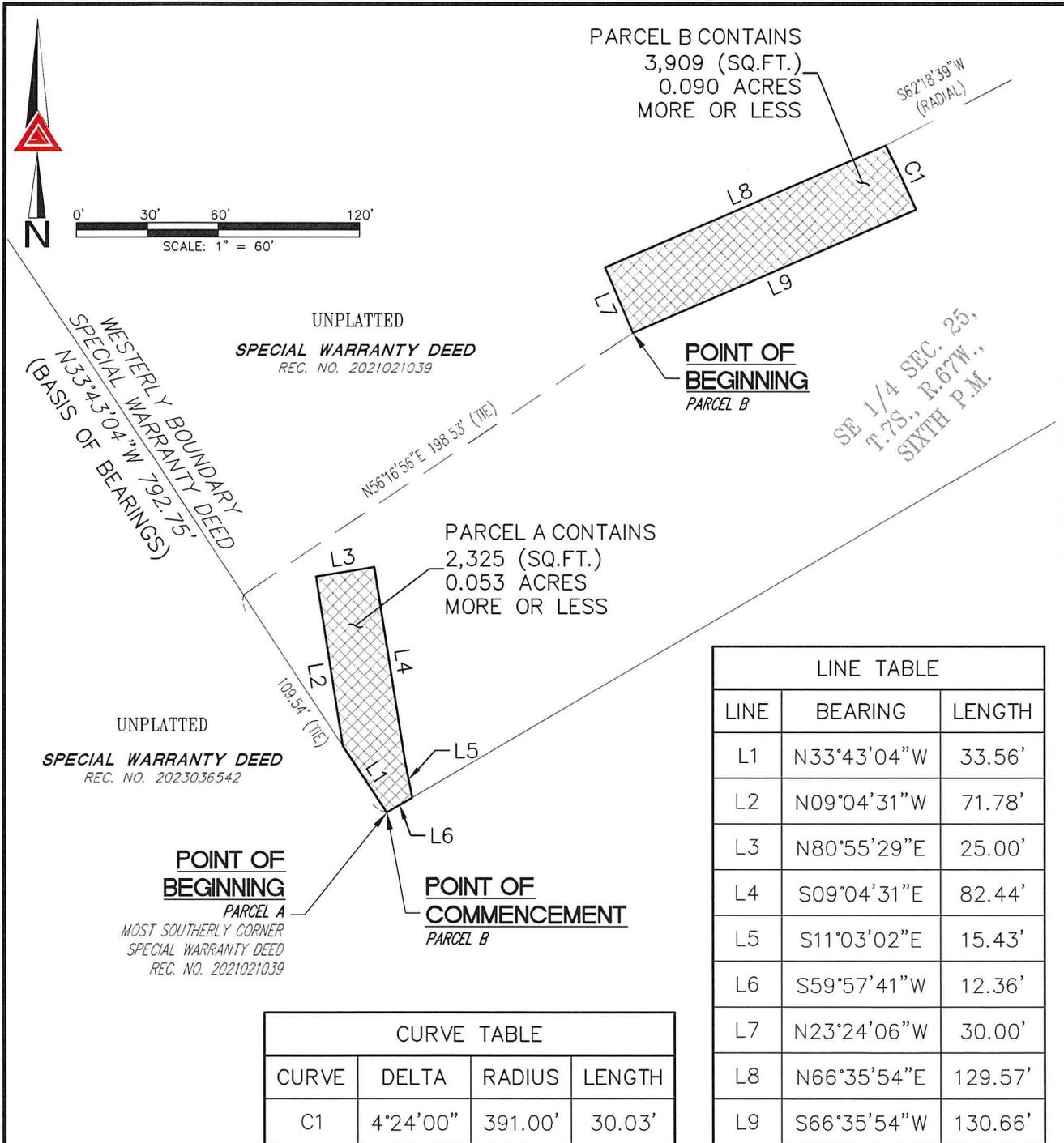
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ILLUSTRATION TO EXHIBIT A



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DRAINAGE EASEMENT

SE 1/4 SEC. 25, T.7S., R.67W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\190523-02 - CANYONS FAR SOUTH (LOWE RETAINED PROP) - PLATS\DWG\EXHIBITS\2025-08-12 OFFSITE ESMIS\OFF-SITE DRAINAGE EASEMENT 5.DWG
JOB NUMBER: 190523-02 DATE: 08/25/2025 DWG: BAM CHK: M.J.N 2 OF 2 SHEETS