GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT (the "Easement") made this 13 day of Febuary, ~~2023~~ 2024 between **CONNIE L. HENNEBERG**, whose address is 9132 East Pioneer Drive, Parker, CO 80138 (hereinafter **"Grantor"**), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter **"Grantee"**). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties" and singularly as a "Party."

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS ($2,400.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant, sell, bargain, and convey to Grantee, or its successors and assigns, a temporary construction easement all over, upon, across, and under that certain tract of land, situated in the County of Douglas, State of Colorado, described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Area").

TOGETHER WITH the right of ingress and egress over said Easement Area for the purposes of grading slopes, removing excess soil material, depositing fill material, and moving equipment and personnel as may be necessary in the course of constructing certain roadway and drainage improvements associated with the Hilltop Road Widening Project (Legend High School to Alpine Drive); Douglas County Project No. CI 2020-029 (the "Project"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee. Grantee shall have the full right and authority to make the improvements delineated in the Project construction plans, incorporated herein by this reference, which includes modifying the existing slopes and performing the excavation and/or embankment related to the Project within the Easement Area.

2. Use by Grantor and Restriction. Grantor shall retain the right to use the surface of the Easement Area for ingress and egress, insofar as such use and occupancy is consistent with and does not impair Grantee's full employment of the rights herein granted; provided however, Grantor shall be prohibited from constructing any structures or fencing within the Easement Area during the term of this Easement.

3. Mutual Use. The Parties agree to use reasonable efforts to minimize any interference with any of the activities of the other Party, its employees, authorized agents and contractors on the Easement Area, and shall not undertake any actions regarding its use of the Easement Area that

would endanger the health, safety or welfare of either Party or their employees, agents or contractors, or damage it's equipment, materials or property.

4. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purposes contained herein, and this Easement shall not be construed as a dedication of the Easement Area or a grant of uses beyond those contemplated herein.

5. Notice. Grantee shall notify Grantor orally or in writing a minimum of twenty-four (24) hours prior to first entering the Easement Area to construct the Project improvements.

6. Removal of Vegetation. Grantee, its authorized agents, or contractors, shall have the right to remove, shrubs, woody plants and nursery stock (singularly and collectively the "Vegetation) from within the License Area that may interfere with the Project improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation identified by Grantor as to be protected if possible (and inform Grantor if not possible).

7. Repair and Restoration. Prior to the expiration of this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original condition, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall restore and/or replace any disturbed landscaping improvements. Grantee shall revegetate any disturbed native areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

8. Removal of Equipment. Prior to the expiration of this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

9. Temporary Fencing. Grantee shall install temporary fencing consisting of 3-strand smooth wire with metal T-posts along the boundary of the Easement Area to isolate the Easement Area from the remaining tract of land. Grantee shall be allowed to leave said temporary fencing in place until the expiration of this Easement, at which time Grantee shall remove said fencing at its sole cost. If the Parties mutually desire to leave any temporary fencing in place beyond the expiration of this Easement to help establish any revegetation areas, Grantor shall take ownership of the temporary fencing materials and shall be responsible for removing any temporary fencing at its discretion.

10. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction activities, shall be replaced with like kind materials by Grantee and configured to tie into the roadway profile improvements associated with the Project.

11. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on

Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement.

12. Compliance with Laws. Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders, and other governmental requirements, including all stormwater management laws and regulations. Grantee acknowledges and agrees that it shall ensure that its contractors obtain and maintain all necessary federal, state, and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.

13. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from the Use of the Easement Area by Grantee and its agents.

14. Endangered Species Act. The Easement Area may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Grantee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

15. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Easement Area by Grantee, its agents, employees, or contractors, except those customarily used in typical amounts with regard to the equipment required to construct the Project. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Area caused or permitted by Grantee results in any contamination of the Easement Area, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Area to the condition existing prior to the introduction of any such Hazardous Material to the Easement Area, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Area. As used in this Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States.

16. Warranties and Disclaimers. Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise.

17. Term. The duration of this Easement, for purposes of roadway construction, becomes effective upon the date of entry for construction, remains in effect during construction, and terminates ten (10) days after the conclusion of construction, and in any event, the term of the Easement shall not exceed twelve (12) months from the date of entry for construction.

18. General Provisions:

19. Settlement Amount. This Easement includes compensation to reflect the final settlement amount negotiated between Grantor and Grantee with regard to the right-of-way acquisition.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fails to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third-Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantee, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waiver or intend to waive by any provision of this Easement, 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.

g. Appropriations. Any financial obligations of Grantee shall extend only to monies duly and lawfully appropriated and budgeted by Grantee and encumbered for the purpose of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Counterparts. This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

j. Recitals. All recitals are hereby incorporated into the Easement.

k. Successors and Assigns. This Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.

GRANTOR:

By: Connie L. Henneberg
Connie L. Henneberg

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of February 2023, 2024 by Connie L. Henneberg.

Witness my hand and official seal

SEAL

Patricia Arnold Holmes
Notary Public

My commission expires: 3/4/2025

PATRICIA ARNOLD HOLMES
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214008778
MY COMMISSION EXPIRES MAR 4, 2025

GRANTEE:

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

Attest:

By:_____
GEORGE TEAL, Chair

By:_____
Kristin Randlett,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by George Teal as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Kristin Randlett as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

_____
Notary Public

My commission expires:_____

EXHIBIT A
NORTH CREST VIEW DRIVE
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 8, CREST VIEW SUBDIVISION FILING NO. ONE, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED DECEMBER 31, 1975 AT RECEPTION NO. 185429 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 8;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 8, SOUTH 79°02'36" EAST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 10°57'24" WEST, A DISTANCE OF 18.75 FEET;

THENCE NORTH 79°02'36" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF SAID LOT 8;

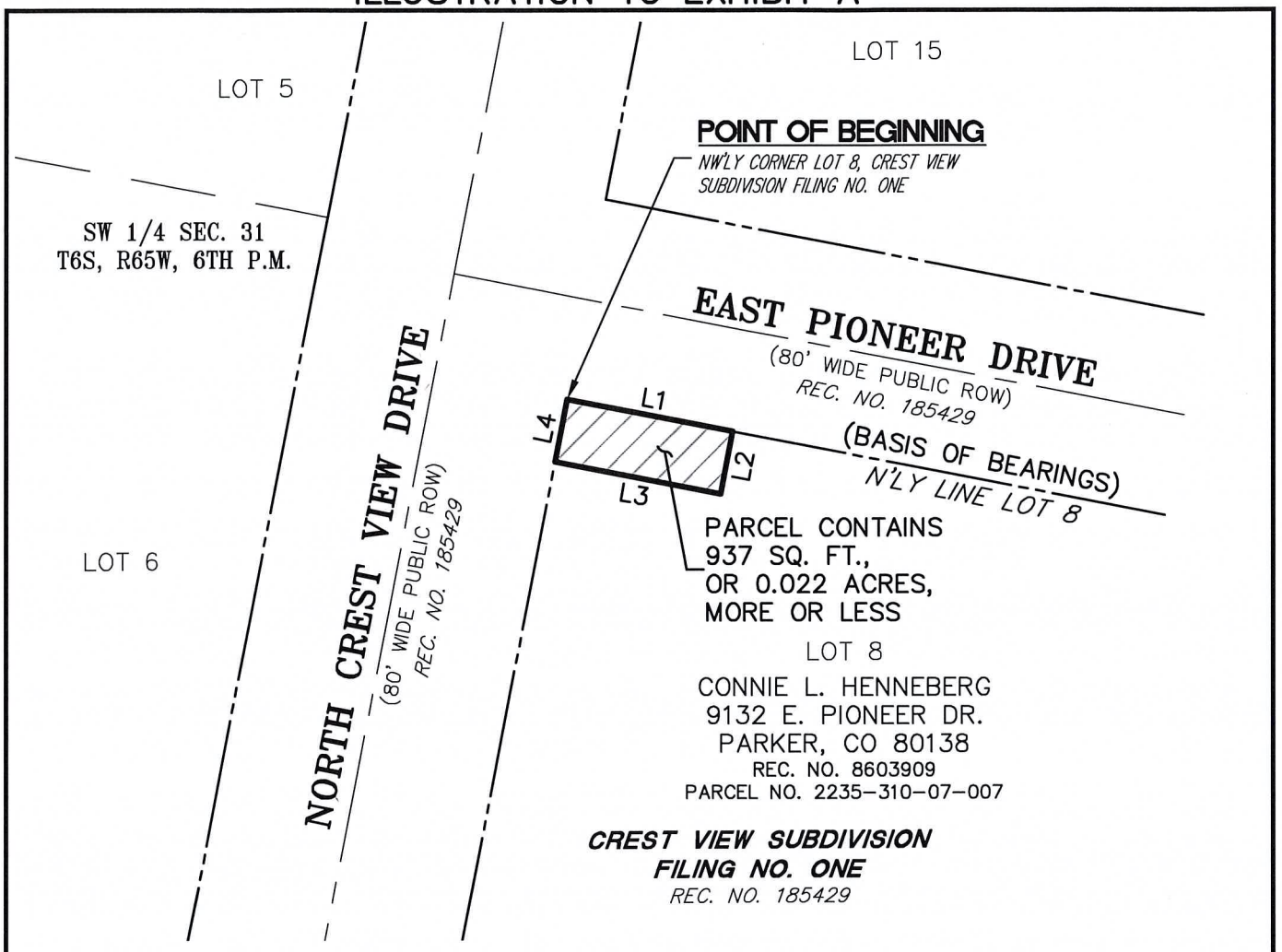
THENCE ALONG SAID WESTERLY LINE, NORTH 10°57'24" EAST, A DISTANCE OF 18.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 937 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

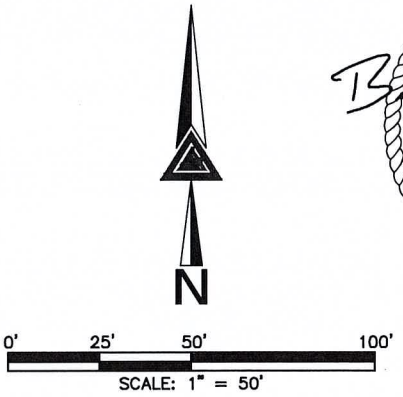
AS SHOWN ON THE ATTACHED ILLUSTRATION.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	S79°02'36"E	50.00'
L2	S10°57'24"W	18.75'
L3	N79°02'36"W	50.00'
L4	N10°57'24"E	18.75'



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

PATH: Q:\13420-03-HILLTOP RD\DWG\EXHIBITS\
DWG NAME: HILLTOP TEMP CONST ESMT 3A.DWG
DWG: RDS CHK: JRW/BJM
DATE: 09-16-2022
SCALE: 1" = 50'

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

TEMPORARY CONSTRUCTION EASEMENT
NORTH CREST VIEW DRIVE
DOUGLAS COUNTY, COLORADO
JOB NUMBER 13420-03 2 OF 2 SHEETS