

## GRANT OF TEMPORARY CONSTRUCTION EASEMENT

**THIS GRANT OF EASEMENT** (the "Easement") made this \_\_\_\_ day of \_\_\_\_\_, 2024, between 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 "**Grantor**"), and the **TOWN OF PARKER**, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (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 TEN DOLLARS AND NO CENTS (\$10.00) 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 the following tract of land, situated in the County of Douglas, State of Colorado:

**As described in Exhibits "A", "B", "C" & "D" and depicted on Exhibit "E", attached hereto and incorporated herein (the "Easement Area").**

1. Grant and Term. Grantor represents that it has authority to, and hereby does grant unto Grantee, its employees, authorized agents and contractors the right of ingress and egress over said Easement Area for the purposes of grading slopes, removing excess soil material, depositing topsoil fill material and moving equipment and personnel as may be necessary in the course of constructing certain roadway and drainage improvements. The duration of this Easement commences upon the date of entry for construction, remains in effect during construction, and terminates ten days after the conclusion of construction, and in any event the term of the Easement shall not exceed twenty four (24) months from the date of execution of the Easement, unless the time period is extended upon the prior written approval of the Parties.

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 enjoyment 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 improvements.

6. Removal of Vegetation. Grantee, its authorized agents or contractors, shall have the right to remove, trees, shrubs, woody plants and nursery stock (singularly and collectively the "Vegetation) from within the Easement Area that may interfere with Grantee's activities; provided however, Grantee shall work to protect Vegetation located adjacent to the Easement Area and certain Vegetation identified by Licensor as to be protected when reasonably possible.

7. Repair and Restoration. Grantee's authorized agents or contractors may use normal and customary truck or track-mounted construction equipment to construct the improvements. Upon completion of its activities, Grantee shall restore the surface of the Easement Area and any disturbed areas as much as is reasonably feasible, 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. These restoration requirements do not apply to grades modified to accommodate the improvements in accordance with this Easement. Grantee shall revegetate any disturbed 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. Fencing. Grantee shall install temporary construction fencing, at a minimum consisting of orange construction fence and erosion control measures, along the boundary of the Easement Area to separate the work area from the adjacent tract of land. Any temporary fencing and erosion control measures shall be removed by Grantee prior to the expiration of the Term. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location, or at a location to be mutually determined between the Parties.

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 any roadway profile improvements associated with Grantee's work.

11. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Area related in any manner to any activities by or through Grantee or its contractors pursuant to this Easement; and, if any such liens are placed

on any portion of the Easement Area, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

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. General Provisions:

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 fail 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. The Parties, their commissioners, council members, officials, officers, directors, agents and employees, are relying on, and do not waive 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 the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Grant of Easement is made by Grantor and accepted by Grantee as of the day and year first above written.

**GRANTOR:**

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

Attest

By: \_\_\_\_\_  
GEORGE TEAL, Chair

By: \_\_\_\_\_  
Hayley Hall,  
Deputy Clerk to the Board

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 Hayley Hall as Deputy Clerk to the Board.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

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

**GRANTEE:**

**TOWN OF PARKER, COLORADO**

**Attest**

By: \_\_\_\_\_  
JEFF TOBORG, Mayor

By: \_\_\_\_\_  
Chris Vanderpool,  
Town Clerk

Approved as to Form:

\_\_\_\_\_  
Kristin Hoffman,  
Town Attorney

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Toborg, as Mayor of the Town of Parker, Colorado and Chris Vanderpool as Town Clerk.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

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

## EXHIBIT A

PARCEL NUMBER: TCE-12  
May 8, 2023  
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-12, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 51°56'21" EAST, A DISTANCE OF 1,388.11 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 2007069018 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 14°09'02" WEST, A DISTANCE OF 47.43 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 79°31'12" EAST, A DISTANCE OF 110.31 FEET;

THENCE SOUTH 52°24'38" EAST, A DISTANCE OF 50.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,323.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°51'11" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'14", AN ARC LENGTH OF 160.71 FEET TO THE WESTERLY BOUNDARY OF THAT CERTAIN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2008046775 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 01°30'00" WEST, A DISTANCE OF 10.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 07°06'31" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'54", AN ARC LENGTH OF 211.00 FEET;

THENCE SOUTH 79°22'27" WEST, A DISTANCE OF 88.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.176 ACRES, (7,685 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

## EXHIBIT B

PARCEL NUMBER: TCE-14

May 8, 2023

### DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-14, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF THAT CERTAIN QUITCLAIM DEED, RECORDED JULY 1, 2008 AT RECEPTION NO. 2008046775, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 61°29'17" EAST, A DISTANCE OF 1,671.12 FEET TO THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 01°30'00" EAST, A DISTANCE OF 10.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,323.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 05°41'25" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'32", AN ARC LENGTH OF 80.77 FEET TO THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 01°30'00" WEST, A DISTANCE OF 10.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 07°06'31" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'48", AN ARC LENGTH OF 80.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.019 ACRES, (808 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



## EXHIBIT C

PARCEL NUMBER: TCE-15  
May 8, 2023  
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-15, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 61°29'17" EAST, A DISTANCE OF 1,671.12 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2008046775 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, NORTH 01°30'00" EAST, A DISTANCE OF 10.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,323.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 05°41'25" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°11'07", AN ARC LENGTH OF 184.77 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 54°51'06" EAST, A DISTANCE OF 39.55 FEET;

THENCE NORTH 74°54'28" EAST, A DISTANCE OF 79.92 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.75 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 47.56 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 25.50 FEET;

THENCE SOUTH 57°42'35" EAST, A DISTANCE OF 61.01 FEET;

THENCE SOUTH 85°23'41" EAST, A DISTANCE OF 17.24 FEET;

THENCE NORTH 36°56'45" EAST, A DISTANCE OF 48.98 FEET;

THENCE SOUTH 88°41'22" EAST, A DISTANCE OF 37.39 FEET TO THE WESTERLY BOUNDARY OF LOT 1, PARKER RECREATION CENTER FILING NO. 1, SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NO. 2012060683 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 01°18'38" WEST, A DISTANCE OF 5.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 88°41'22" WEST, A DISTANCE OF 28.67 FEET;

THENCE SOUTH 36°56'45" WEST, A DISTANCE OF 55.50 FEET;

THENCE NORTH 85°23'41" WEST, A DISTANCE OF 25.20 FEET;

THENCE NORTH 57°42'35" WEST, A DISTANCE OF 68.98 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 21.01 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 27.56 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 15.77 FEET;

THENCE SOUTH 62°03'17" WEST, A DISTANCE OF 87.53 FEET;

THENCE NORTH 41°29'35" WEST, A DISTANCE OF 17.21 FEET;

THENCE SOUTH 54°51'06" WEST, A DISTANCE OF 33.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 02°27'16" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'27", AN ARC LENGTH OF 188.40 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.142 ACRES, (6,204 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

## EXHIBIT D

PARCEL NUMBER: TCE-17  
May 8, 2023  
DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-17, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 67°06'06" EAST, A DISTANCE OF 2,445.84 FEET TO THE EASTERLY BOUNDARY OF TRACT C, STONEGATE FILING NO. 21A RECORDED AT RECEPTION NO. 9711462 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE NORTH 33°17'08" WEST, A DISTANCE OF 15.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,579.38 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 02°47'57" EAST;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°10'41", AN ARC LENGTH OF 773.34 FEET;
2. NORTH 75°37'16" EAST, A DISTANCE OF 88.09 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2, STONEGATE EAST FILING NO. 1 RECORDED AT RECEPTION NO. 8712189 IN SAID RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 2, SOUTH 17°16'50" EAST, A DISTANCE OF 65.78 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 76°09'58" WEST, A DISTANCE OF 352.95 FEET;

THENCE NORTH 82°25'25" WEST, A DISTANCE OF 120.29 FEET;

THENCE SOUTH 77°46'25" WEST, A DISTANCE OF 78.21 FEET;

THENCE NORTH 81°53'28" WEST, A DISTANCE OF 136.03 FEET;

THENCE NORTH 85°12'16" WEST, A DISTANCE OF 190.32 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.981 ACRES, (42,741 SQUARE FEET), MORE OR LESS.

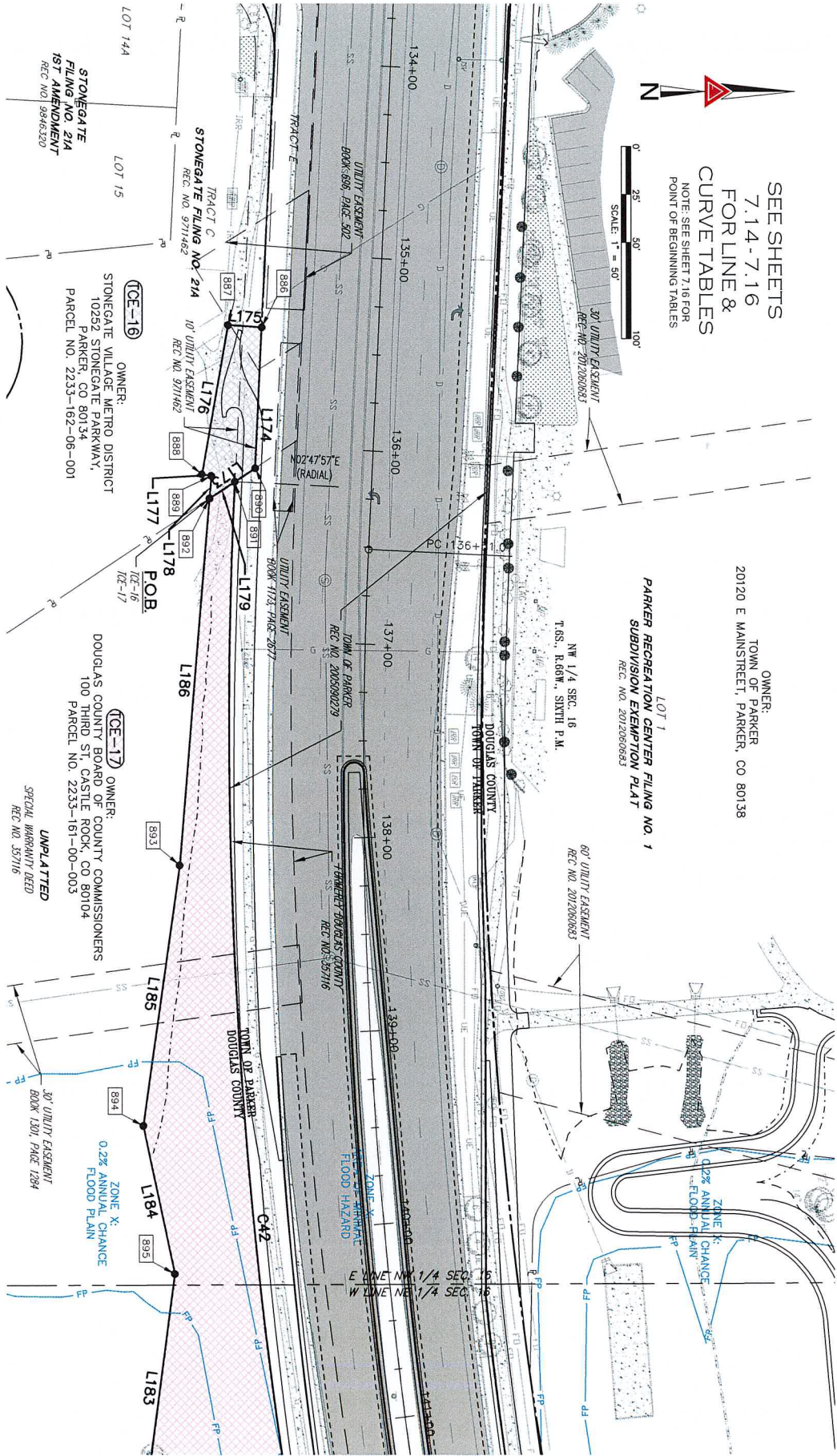
DANIEL E. DAVIS PLS 38256  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122

SEE SHEET 7.06



SEE SHEETS  
7.14-7.16  
FOR LINE &  
CURVE TABLES  
NOTE: SEE SHEET 7.16 FOR  
POINT OF BEGINNING TABLES

OWNER:  
TOWN OF PARKER  
20120 E MAIN STREET, PARKER, CO 80138  
  
PARKER RECREATION CENTER FILING NO. 1  
SUBDIVISION EXEMPTION PLAT  
REC. NO. 201206083



SEE SHEET 7.08

Print Date: 1/29/2024 10:19:27 AM  
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Horizontal Scale: 1"=50' Vertical Scale: N/A  
**AZTEC**  
CONSULTANTS, INC.  
300 East Federal Ave, Suite 1  
Parker, CO 80131 1199  
www.aztecconsultants.com

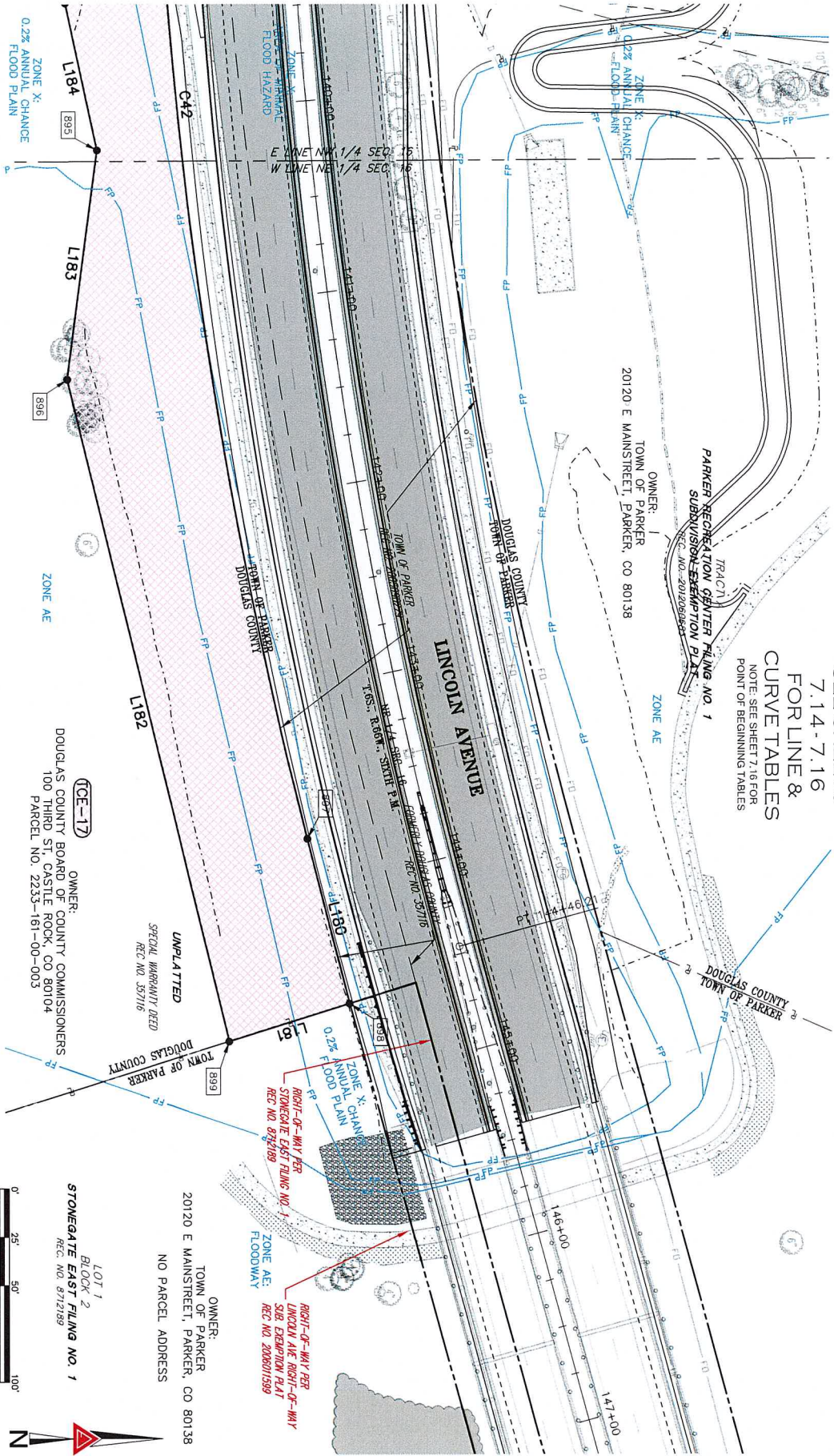
Sheet Revisions		
(R-X)	Date	Comments

**PARKER**  
COLORADO

As Constructed		RIGHT-OF-WAY PLANS	
No Revisions:		Designer: BAW	Structure Numbers
Revised:		Detailer: BAW	X
Void:		Sheet Subset: PLAN SHEETS	Subset Sheets: 7.01-7.16

Lincoln Avenue Widening	AZTEC Project #
	12321-07
	Sheet Number 7.07

SEE SHEET 7.07



SEE SHEET 7.09

SEE SHEETS  
7.14-7.16  
FOR LINE &  
CURVE TABLES  
NOTE: SEE SHEET 7.16 FOR  
POINT OF BEGINNING TABLES

Print Date: 1/29/2024 10:19:42 AM  
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Horizontal Scale: 1"=50' Vertical Scale: N/A

**AZTEC**  
CONSULTANTS, INC.  
300 East Platteau Ave, Suite 1  
Parker, CO 80138  
www.aztecconsultants.com

Sheet Revisions		
Rev	Date	Comments
(C-X)		

**PARKER**  
COLORADO

As Constructed	No Revisions:
Revised:	Void:

LINCOLN AVENUE WIDENING	
RIGHT-OF-WAY PLANS	Structure Numbers
Designer: BAM	X
Detailer: BAM	X
Sheet Subset: PLAN SHEETS	Sheet Number: 7.08

AZTEC Project #	12321-07
Sheet Number	7.08

UNPLATTED  
SPECIAL WARRANTY DEED  
REC. NO. 387716

OWNER:  
DODGAS COUNTY BOARD OF COUNTY COMMISSIONERS  
100 THIRD ST, CASTLE ROCK, CO 80104  
PARCEL NO. 2233-161-00-003

OWNER:  
TOWN OF PARKER  
20120 E MAINSTREET, PARKER, CO 80138  
NO PARCEL ADDRESS

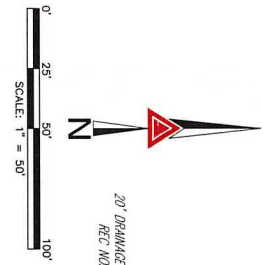
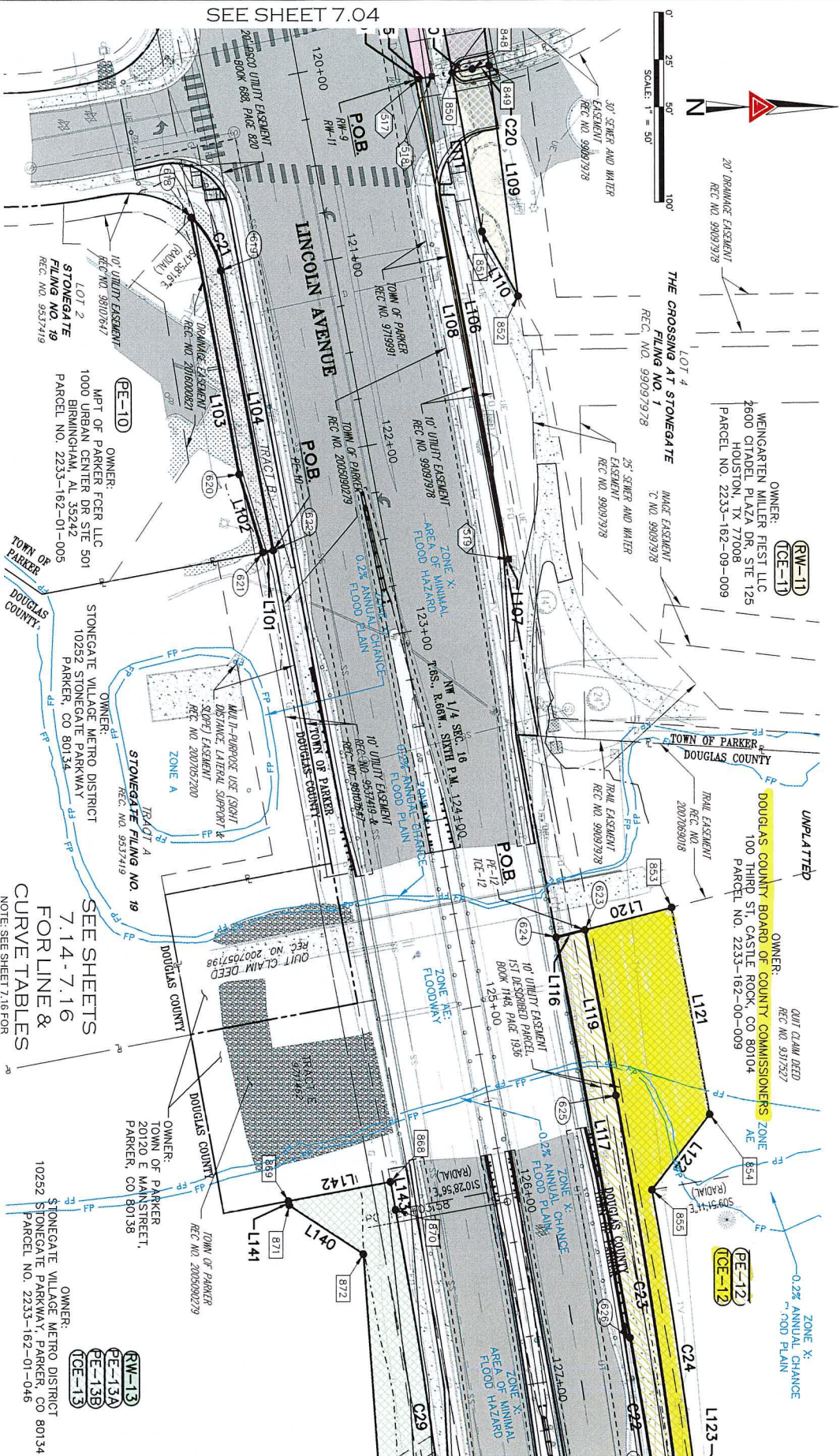
LOT 1  
BLOCK 2  
STONEGATE EAST FILING NO. 1  
REC. NO. 871259



# EXHIBIT E

Q:\12321-07 - Lincoln Ave Widening\DWG\ROW PLANS\Lincoln Ave Widening ROW SHEETS, 1/29/2024 10:18:57 AM, Daniel E. Davis

SEE SHEET 7.04



Print Date: 1/29/2024 10:18:57 AM  
 File Name: Lincoln Ave Widening ROW SHEETS.dwg  
 Horizontal Scale: 1"=50'  
 Vertical Scale: N/A  
**AZTEC**  
 CONSULTANTS, INC.  
 300 East Memorial Ave., Suite 1  
 Lincoln, CO 80132  
 Phone: 303.713.1898  
 www.aztecconsultants.com

Sheet Revisions			
Rev. No.	Date	Comments	Initials
(E-2)	1/29/24	RM-120L	DED



**PARKER**  
 COLORADO

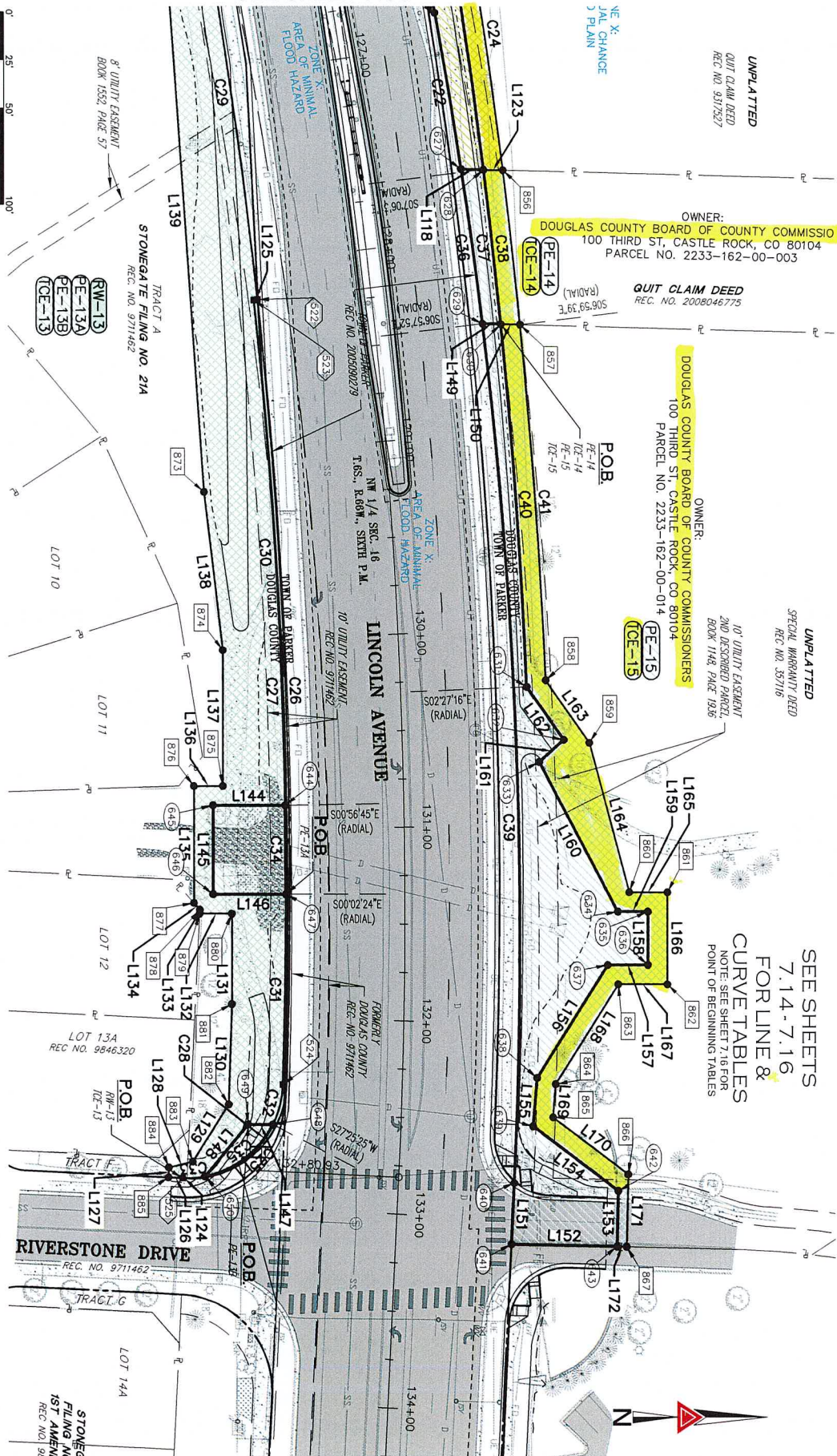
As Constructed	
No. Revisions:	RIGHT-OF-WAY PLANS
Revised:	Designer: BAH
	Checker: BAH
Drawn:	Structure: X
	Sheet Subject: PLAN SHEETS
	Subsect Sheets: 7.01-7.16

LINCOLN AVENUE WIDENING	
AZTEC Project #	12321-07
Sheet Number	7.04

SEE SHEETS  
 7.14-7.16  
 FOR LINE &  
 CURVE TABLES  
 NOTE: SEE SHEET 7.16 FOR  
 POINT OF BEGINNING TABLES

SEE SHEET 7.06

SEE SHEET 7.05



UNPLATTED  
QUIT CLAIM DEED  
REC. NO. 937357

OWNER:  
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIO  
100 THIRD ST, CASTLE ROCK, CO 80104  
PARCEL NO. 2233-162-00-003

QUIT CLAIM DEED  
REC. NO. 2008046775

OWNER:  
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
100 THIRD ST, CASTLE ROCK, CO 80104  
PARCEL NO. 2233-162-00-014

UNPLATTED  
SPECIAL WARRANTY DEED  
REC. NO. 35716

OWNER:  
10' UTILITY EASEMENT  
2ND DESCRIBED PARCEL,  
BOOK 1148, PAGE 1936

SEE SHEETS  
7.14-7.16  
FOR LINE 8.  
CURVETABLES  
NOTE: SEE SHEET 7.16 FOR  
POINT OF BEGINNING TABLES

SEE SHEET 7.07

Print Date: 1/29/2024 10:19:12 AM  
File Name: Lincoln Ave Widening ROW SHEETS.dwg  
Horizontal Scale: 1"=50'  
Vertical Scale: N/A

**AZTEC**  
CONSULTANTS, INC.  
300 East Platteau Ave., Suite 1  
Castle Rock, CO 80104  
Phone: 303.713.1898  
www.aztecconsultants.com

Date	Comments	Initials



As Constructed	RIGHT-OF-WAY PLANS	AZTEC Project #
No Revisions:		12321-07
Revised:		
Void:		
Designer: BAW	Structure Numbers	
Detailer: BAW		
Sheet Subset: PLAN SHEETS	Sheet Number: 7.06	