

GRANT OF EASEMENT
(Traffic Signal at E Highlands Ranch Parkway and Ridgelen Way)

THIS GRANT OF EASEMENT ("Grant of Easement") is given this ____ day of _____, 2026, by **HIGHLANDS RANCH METROPOLITAN DISTRICT**, a Colorado quasi-municipal corporation, whose address is 62 West Plaza Drive, Highlands Ranch, Colorado 80126 ("Grantor"), to 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 ("Grantee").

The parties hereby covenant and agree as follows:

1. **Easement Property.** The "Easement Property" shall mean the real property owned by Grantor and located immediately south of the intersection of E Highlands Ranch Parkway and Ridgelen Way in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein.

2. **Consideration.** Grantor makes this Grant of Easement in consideration of 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 traffic signal easement ("Easement") on, over, through and across the Easement Property for the purpose of constructing and maintaining a traffic control signal system and related improvements, including, but not limited to, traffic signal poles and supports, mast arms, signal heads, controller cabinets, pull boxes, electrical service lines and utility facilities (collectively the "Public Improvements").

4. **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 materially impair the rights granted to Grantee by this Grant of Easement.

5. **Prohibited Uses.** It is agreed that neither Grantor nor Grantee will take any action that would unreasonably harm the Easement Property in a manner that would impair the rights of the Parties described herein or the Public Improvements. Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Property, unless specific written permission is obtained from Grantee. Except as provided for public utilities as provided below, Grantor shall not construct or install any structure or improvement on the Easement Property, including, without limitation, any building, hard surfacing improvements such as concrete or asphalt, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Property without Grantee's prior written consent; however, such limitation shall not preclude the planting of grass and other natural or ornamental vegetation. Any unauthorized structures placed within the Easement Property by Grantor, or under Grantor's permission, may be removed by Grantee, provided, however, that prior to the removal of any such structure or improvement, Grantee will notify Grantor to allow Grantor the opportunity to remove or cure the same.

6. **Permitted Utilities.** Grantor and Grantee shall have the right to permit and allow the use of the Easement Property by third party public utility providers consistent with the rules, regulations and standards of the permitting Party. Grantee shall only permit additional utilities upon the written consent of Grantor. Grantor shall obtain the written consent of Grantee prior to granting any additional easements or other rights

to use the Easement Property, provided however, Grantee's rights granted hereunder are subject to any existing rights or privileges of third-parties. The Parties agree that they will not unreasonably withhold such consent, provided all such proposed uses or improvements shall be reviewed, approved, and inspected by the consenting Party in accordance with the Parties criteria, standards and regulations, as amended.

7. Right to Subjacent and Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, installation, operation, maintenance, repair, and replacement of the Public Improvements. It is specifically agreed that, except as provided in this Grant of Easement, Grantor shall not take any action, which would impair the lateral or subjacent support for the Public Improvements.

8. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing construction, maintenance and/or repairing the Public Improvements, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

9. Removal of Equipment. Upon completion of the work authorized by this Grant of Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Property, including any construction equipment and materials staged and/or stored within the Easement Property, if any.

10. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

11. Compliance with Laws. Grantee shall cause all Work on the Easement Property 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 be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of the Work.

12. Insurance and Release. Grantee shall, at its sole cost and expense, require its general contractor to procure and maintain insurance coverage, naming Grantor as an additional insured, insuring against liability for injuries to persons and damage to or destruction of property arising out of this Grant of Easement. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective commissioners, 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 operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.

13. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, 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 Property. As used in this Grant of 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.

14. General Provisions.

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

b. Severability. In the event any of the provisions of this Grant of 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 Grant of 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 Grant of Easement sets forth the entire agreement of the Parties with respect to the Grant of Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Grant of 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, 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.

g. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Grant of 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. Recitals. All recitals are hereby incorporated into the Grant of Easement.

j. Counterparts. This Grant of 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.

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

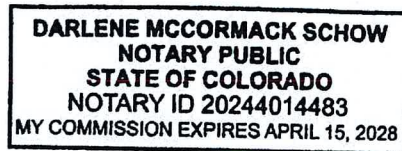
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IN WITNESS WHEREOF, the Parties have executed this Grant of Easement on the date set forth above.

GRANTOR:

HIGHLANDS RANCH METROPOLITAN DISTRICT,
a Colorado quasi-municipal corporation

By: Ryan Edwards
Name: Ryan Edwards
Title: Director of Public Works



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of July, 2026, by Ryan Edwards as Director of Public Works of Highlands Ranch Metropolitan District.

My commission expires: 4-15-2028.

Witness my hand and official seal.

[Signature]
Notary Public

GRANTEE:

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 _____, 2026, 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

EXHIBIT A
LAND DESCRIPTION
SHEET 1 OF 2

An area of land being a portion of TRACT A, HIGHLANDS RANCH FILING NO. 103-B recorded at Reception Number 9236338, Douglas County Clerk & Recorder, being located in the northeast quarter of Section 10, Township 6 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commence at the Northeast quarter of said Section 10; thence, South 44°13'44" West for 1880.15 feet to the most easterly corner of said TRACT A; thence along the North line of said TRACT A, North 63°45'11" West for 576.97 feet to the POINT OF BEGINNING; thence departing said North line, South 26°14'49" West for 7.50 feet; thence, North 63°45'11" West for 104.90 feet; thence, North 26°14'49" East for 7.50 feet; thence along said North line of said TRACT A, South 63°45'11" East for 104.90 feet to the POINT OF BEGINNING.

Said area of land contains 787 square feet which equates to 0.018 acres, more or less.

The Basis of Bearings are grid and based within the Colorado State Plane Coordinate System of 1983, Central Zone. Creating a bearing along the North line of the northeast quarter of Section 10 of, North 89° 41' 34" West for 2,631.52 feet between a found 3.25" brass cap stamped DWD LS 16398 1982 on the East end and a found 2.5" aluminum cap stamped NOLTE PLS 28656 1998 on the West end.

On behalf of Olsson,

Surveyor Notes:

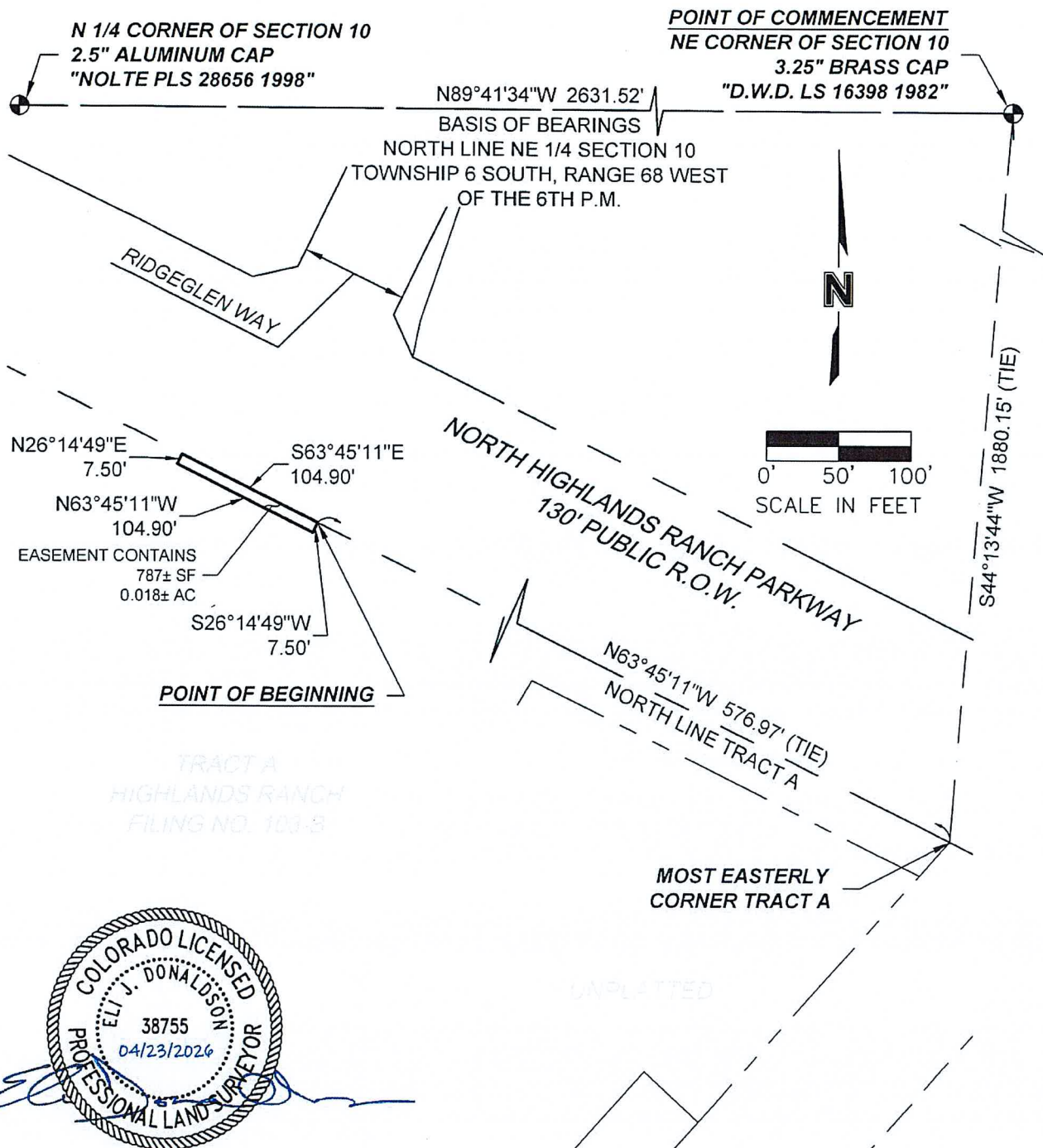
1. This Legal Description and Sketch is not a Land Survey Plat.
2. The scope of this document is to describe and graphically depict a particular area of land.
3. This document which contains 2 pages is not valid without the seal and signature of the licensed surveyor noted hereon.



Eli J. Donaldson,
Colorado Professional Land Surveyor
License Number: 38755

PROJECT NO: 025-03974	LAND DESCRIPTION		1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	PAGE
DRAWN BY: JFT				1 of 2
DATE: 04/23/2026				

EXHIBIT A
ILLUSTRATION
SHEET 2 OF 2



PROJECT NO: 025-03974

DRAWN BY: JFT

DATE: 04/23/2026

ILLUSTRATION

olsson

1525 Raleigh Street
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Denver, CO 80204
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