



Douglas County Department of Public
Works Engineering

**MEMORANDUM OF AGREEMENT TO ACQUIRE RIGHT-OF-WAY AND
CONDEMN CONSERVATION EASEMENT INTEREST**

Project Name: Pine Drive Widening Project (Lincoln Avenue to Inspiration Drive)
Project Number: CI 2020-019
Project Code: N/A
Right-of-Way Parcels: RW-10, UE-10 & TE-10
Property Owner(s): Pine Corporate Solutions, LLC.

THIS MEMORANDUM OF AGREEMENT TO ACQUIRE RIGHT-OF-WAY AND CONDEMN CONSERVATION EASEMENT INTEREST ("Agreement") is made and entered into this 1st day of OCTOBER, 2024, by and 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 ("County"), **PINE CORPORATE SOLUTIONS, LLC**, a Colorado limited liability company, whose address is 6334 South Racine Circle, Suite 100, Centennial, Colorado 80111 ("PCS") and **DOUGLAS LAND CONSERVANCY**, a Colorado nonprofit corporation, whose address is P.O. Box 462, Castle Rock, Colorado 80104 ("DLC"). County, PCS and DLC, and their respective successors and assigns, may be referred to collectively herein as the "Parties", and individually as a "Party."

RECITALS

WHEREAS, County is preparing to widen Pine Drive to 4-lanes between Lincoln Avenue and Pine Lane to increase vehicle capacity and safety and install new traffic signals at the Pine Drive/Ponderosa Drive intersection and the Pine Drive/Pine Lane intersection for better traffic progression and improved safety for vehicles turning onto and off of Pine Drive (the "Project Improvements"); and

WHEREAS, in order to construct and maintain the Project Improvements, there is a public need and necessity for County to acquire right-of-way interests from a parcel of real property owned by Pine Corporate Solutions, LLC, consisting of: additional fee right-of-way, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein ("RW-10"); an underground utility easement, as more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("UE-10"); and a temporary construction easement, as more particularly described on **Exhibit "C"**, attached hereto and incorporated herein ("TE-10");

WHEREAS, RW-10, UE-10 and TE-10 are encumbered by that certain Deed of Conservation Easement granted to The Conservation Fund ("TCF") and recorded on December 26, 2001 at Reception No. 01125506 (the "Conservation Easement");

WHEREAS, the Conservation Easement was assigned by TCF to DLC in that certain Assignment of Interests recorded on November 22, 2005 at Reception No. 2005112449, and DLC is the grantee and holder of the Conservation Easement; and

WHEREAS, County is a body corporate and politic, organized and existing under Article XIV of the Colorado Constitution and Title 30, Article 5 and 11 of the Colorado Revised Statutes and is vested with the power of eminent domain pursuant to Article II, Section 15 of the Colorado Constitution; and

WHEREAS, the Parties agree the Project Improvements to occur on RW-10 will materially alter the conditions on or surrounding RW-10 so that it will become impossible to fulfill its conservation purposes pursuant to the Conservation Easement and County will pursue to exercise its power of eminent domain as required pursuant to the Conservation Easement to condemn the Conservation Easement only on RW-10, such that the Conservation Easement will be terminated, released and extinguished only as to RW-10, and the Conservation Easement will remain in full force and effect as to any portion of the real property except RW-10; and

WHEREAS, the Parties agree the Project Improvements as proposed to occur on UE-10 and TE-10, to the extent completed as required by this Agreement, will not materially or permanently alter the conditions on or surrounding UE-10 and TE-10, the conservation purposes pursuant to the Conservation Easement can remain fulfilled, and County will not include UE-10 and TE-10 in any eminent domain action as UE-10 and TE-10 will remain subject to all terms and conditions of the Conservation Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the above-recitals, the mutual agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **County shall:**

- a. Acquire the following interests and pay the contributory values to PCS:

Parcel Types & Contributory Values	Area	Value \$
RW-10 - Fee simple Additional Right-of-Way (30.76% of value per the Conservation Easement)	23,056 sq ft	\$7,336
UE-10 - Underground Utility Easement (50% of value)	25,504 sq ft	\$13,050
TE-10 - Temporary Construction Easement for Grading (24 Month Rental - 20% value)	\$6,138 sq ft	\$1,300
Improvement Takings - 3-rail, wood split rail fencing w/wire mesh	556 linear ft	\$25,000
Compensatory Costs	N/A	\$24,014
Total	N/A	\$70,700

b. Acquire the following interest and pay the contributory values to DLC:

Parcel Types & Contributory Values	Area	Value \$
RW-10 - Fee simple Additional Right-of-Way (69.24% of value per the Conservation Easement)	23,056 sq ft	\$16,514
Compensatory Costs (DLC Review)	N/A	\$5,000
Attorneys Fees	N/A	\$3,000
Total	N/A	\$24,514

c. Pursue the filing of a Petition in Condemnation in Douglas County District Court to obtain RW-10 and condemn the Conservation Easement interest only on RW-10 and file the Stipulation (defined below).

d. Deposit in the Registry of the Douglas County District Court the sum of \$23,850.00 (the "Deposit") as compensation for RW-10 and file a Motion for Immediate Possession so County may possess, use and enjoy RW-10 so as to not potentially delay construction of the Project Improvements. The Deposit shall be distributed to PCS and DLC pursuant to Section 17 of the Conservation Easement upon the issuance of a Rule and Order conveying RW-10 to County.

e. Execute the Grant of Utility Easement (Underground) for the conveyance of UE-10 attached hereto as **Exhibit "D"** (the "Utility Easement") and execute the Grant of Temporary Construction Easement for the conveyance of TE-10 attached hereto as **Exhibit "E"** (the "Temporary Easement") and provide final copies to all Parties.

f. Make payment to PCS in the amount of \$13,050.00 within 30 days upon delivery of acceptable conveyance instrument for UE-10 by PCS to County.

g. Make payment to PCS in the amount of \$50,314.00 (which includes \$25,000.00 as compensation for all fencing improvement takings and \$24,014 as compensation for PCS's compensatory costs) within 30 days upon delivery of acceptable conveyance instrument for TE-10 by PCS to County.

h. Make payment to DLC in the amount of \$8,000.00 as final compensation for DLC's compensatory costs associated with this action.

i. Pay all court costs and closing costs, if any, associated with the conveyance of RW-10, UE-10 and TE-10 to County.

2. **PCS shall:**

a. Convey UE-10 to County for final compensation in the amount of \$13,050.00.

b. Convey TE-10 to County for final compensation in the amount of \$50,314.00 (which includes \$25,000.00 as compensation for all fencing improvement takings and \$24,014 as compensation for PCS's compensatory costs).

c. Stipulate to County's Petition in Condemnation to acquire RW-10 and its share of the Deposit pursuant to the Conservation Easement (being \$7,336.00) as final compensation for RW-10 upon the issuance of a Rule and Order conveying RW-10 to County, by executing the Stipulation attached hereto as **Exhibit "F"** (the "Stipulation").

d. Execute the Utility Easement and the Temporary Easement.

3. **DLC shall:**

a. Execute the Stipulation.

4. **No Precedent:**

Nothing in this Agreement shall operate or be taken by the Parties to be a precedent as to the form, substance or compensation of any new (or supplementary) terms and conditions or other agreement which may be entered into between the Parties.

5. **General Provisions:**

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

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

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

e. Amendment. Any amendment to this Agreement shall be in writing and signed by all Parties.

f. No Waiver of Governmental Immunity. County, its 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 County shall extend only to monies duly and lawfully appropriated and budgeted by Grantee and encumbered for the purpose of this Agreement, 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 Agreement.

j. Counterparts. This Agreement 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 Agreement 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 Agreement on the date set forth above.

<p>Approved:</p> <p>Board of County Commissioners of the County of Douglas, State of Colorado</p> <p>DocuSigned by: By: <u>Janet Herman</u> 4/15/2025 <small>8C085B8DBE87489...</small> Janet Herman, Public Works Engineering Director</p> <p>Approved as to fiscal content:</p> <p>Signed by: By: <u>Andrew Copland</u> 4/15/2025 <small>19B6927A7A3A4AC...</small> Andrew Copland, Director of Finance</p> <p>Approved as to legal form:</p> <p>DocuSigned by: By: <u>Chris Pratt</u> 4/15/2025 <small>573DD015549D4F7...</small> Christopher Pratt, Sr. Assistant Douglas County Attorney</p>	<p>Accepted:</p> <p>Pine Corporate Solutions, LLC, a Colorado limited liability company</p> <p>By: <u>[Signature]</u> Name: <u>NIGEL BROWNJOHN</u> Title: <u>DIRECTOR</u></p> <p>Douglas Land Conservancy, a Colorado non-profit corporation</p> <p>By: <u>[Signature]</u> Name: <u>Laura Sanford</u> Title: <u>Executive Director</u></p>
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**EXHIBIT A
LEGAL DESCRIPTION
PINE CORPORATE RIGHT OF WAY**

A VARIABLE WIDTH RIGHT OF WAY BEING A PORTION OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2005048195 OF THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 22561 IN RANGE BOX WHENCE A LINE TO THE NORTHWEST CORNER OF SAID SECTION 11, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS N 00°08'15" E, A DISTANCE OF 2688.59 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE N 89°29'47" E, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 2005048195 OF SAID CLERKS' OFFICE, SAID CORNER ALSO BEING A POINT ON THE CURRENT EASTERLY RIGHT OF WAY LINE PINE DRIVE, SAID CORNER ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY LINE OF SAID RECEPTION NO. 2005048195, ALSO BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, N 00°08'15" E, A DISTANCE OF 552.43 FEET;

THENCE DEPARTING SAID WESTERLY LINE, S 08°06'45" E, A DISTANCE OF 394.57 FEET; THENCE S 89°51'45" E, A DISTANCE OF 15.01 FEET; THENCE S 01°46'17" E, A DISTANCE OF 161.13 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID RECEPTION NO. 2005048195, ALSO BEING SAID SOUTH LINE;



THENCE ALONG SAID SOUTHERLY AND SOUTH LINE, S 89°27'42" W, A DISTANCE OF 77.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 23,056 SQUARE FEET OR 0.53 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 PINE CORPORATE ROW R1

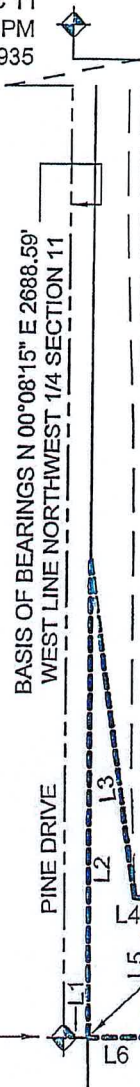
PINE CORPORATE ROW
DC ASSESSOR # 2233-110-00-016
VARIABLE WIDTH ROW

EXHIBIT A

PAGE 3 OF 3

23,056 SQUARE FEET
0.53 ACRES +/-

NW COR SEC 11
T6S R66W 6TH PM
2.5" ALUM. CAP PLS 6935



LINE	BEARING	DISTANCE
L1	N 89°29'47" E	30.00'
L2	N 00°08'15" E	552.43'
L3	S 08°06'45" E	394.57'
L4	S 89°51'45" E	15.01'
L5	S 01°46'17" E	161.13'
L6	S 89°27'42" W	77.00'

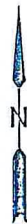
OWNER: PINE CORPORATE SOLUTIONS LLC
ADDRESS: 12750 N. PINE DRIVE, PARKER, CO 80138
METES AND BOUNDS
WARRANTY DEED REC. NO. 2005048195

NW QUARTER SECTION 11
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

POINT OF
COMMENCEMENT
W 1/4 COR SEC 11
T6S R66W 6TH PM
3.25" ALUM. CAP
IN RANGE BOX
PLS 22561

POINT OF BEGINNING

SOUTH LINE
NW 1/4 SECTION 11
REC. NO. 2014054192



NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	06/15/2023
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 200'



EXHIBIT B

LEGAL DESCRIPTION PINE CORPORATE PERMANENT EASEMENT

A 15 FOOT WIDE PERMANENT EASEMENT BEING A PORTION OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2005048195 OF THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 22561 IN RANGE BOX WHENCE A LINE TO THE NORTHWEST CORNER OF SAID SECTION 11, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED PLS 6395 BEARS N 00°08'15" E, A DISTANCE OF 2688.59 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE N 89°29'47" E, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID RECEPTION NO. 2005048195 OF SAID CLERKS' OFFICE, SAID CORNER ALSO BEING A POINT ON THE CURRENT EASTERLY RIGHT OF WAY LINE PINE DRIVE; THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2005048195, ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, N 89°29'47" E, A DISTANCE OF 77.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE N 01°46'17" E, A DISTANCE OF 161.13 FEET TO THE POINT OF BEGINNING;

THENCE N 89°51'45" W, A DISTANCE OF 15.01 FEET; THENCE N 01°46'17" W, A DISTANCE OF 138.62 FEET; THENCE N 00°08'15" E, A DISTANCE OF 317.47 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3040.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 101.30 FEET, WHOSE CHORD BEARS N 00°49'01" W, A DISTANCE OF 101.29 FEET;

THENCE N 01°46'18" W, A DISTANCE OF 200.19 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2960.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 98.63 FEET, WHOSE CHORD BEARS N 00°49'01" W, A DISTANCE OF 98.63 FEET;



THENCE N 00°08'15" E, A DISTANCE OF 844.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2005048195 ALSO BEING THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 2016088541 OF SAID CLERK'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID RECEPTION NO. 2005048195 ALSO BEING THE SOUTHERLY LINE OF SAID RECEPTION NO. 2016088541, N 89°52'20" E, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, S 00°08'15" W, A DISTANCE OF 844.10 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2945.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 98.13 FEET, WHOSE CHORD BEARS S 00°49'01" E, A DISTANCE OF 98.13 FEET;

THENCE S 01°46'18" E, A DISTANCE OF 200.19 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3055.00 FEET, A CENTRAL ANGLE OF 01°54'33", AN ARC LENGTH OF 101.80 FEET, WHOSE CHORD BEARS S 00°49'01" E, A DISTANCE OF 101.79 FEET;

THENCE S 00°08'15" W, A DISTANCE OF 317.22 FEET; THENCE S 01°46'17" E, A DISTANCE OF 138.87 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 25,504 SQUARE FEET OR 0.58 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 PINE CORPORATE PE

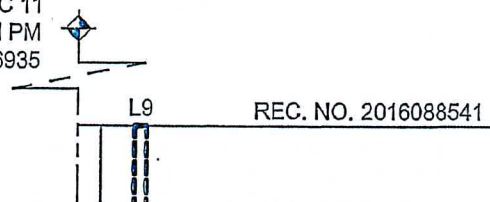
PINE CORPORATE PE
DC ASSESSOR # 2233-110-00-016
15.00 FOOT EASEMENT

EXHIBIT B

PAGE 3 OF 4

25,504 SQUARE FEET
0.58 ACRES +/-

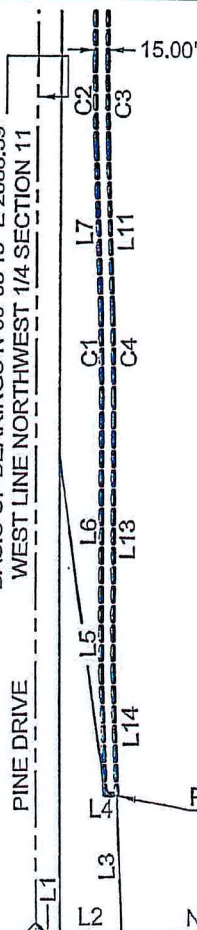
NW COR SEC 11
T6S R66W 6TH PM
2.5" ALUM. CAP PLS 6935



REC. NO. 2016088541

BREAK LINE

BASIS OF BEARINGS N 00°08'15" E 2688.59'
WEST LINE NORTHWEST 1/4 SECTION 11



OWNER: PINE CORPORATE SOLUTIONS LLC
ADDRESS: 12750 N. PINE DRIVE, PARKER, CO 80138
METES AND BOUNDS
WARRANTY DEED REC. NO. 2005048195

NW QUARTER SECTION 11
T 6 S R 6 6 W 6 TH PM
DOUGLAS COUNTY, COLORADO

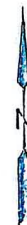
POINT OF
COMMENCEMENT
W 1/4 COR SEC 11
T6S R66W 6TH PM
3.25" ALUM. CAP
IN RANGE BOX
PLS 22561

PINE DRIVE

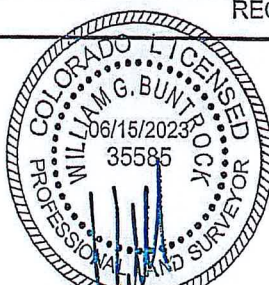
POINT OF BEGINNING

SOUTH LINE
NW 1/4 SECTION 11

REC. NO. 2014054192



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	06/15/2023
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 200'

PINE CORPORATE PE
DC ASSESSOR # 2233-110-00-016
15.00 FOOT EASEMENT

EXHIBIT B

PAGE 4 OF 4

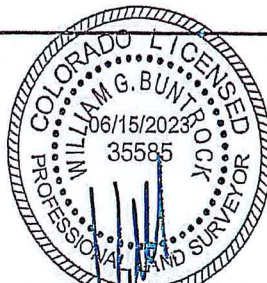
25,504 SQUARE FEET
0.58 ACRES +/-

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LINE	BEARING	DISTANCE
L1	N 89°29'47" E	30.00'
L2	N 89°27'42" E	77.00'
L3	N 01°46'17" W	161.13'
L4	N 89°51'45" W	15.01'
L5	N 01°46'17" W	138.62'
L6	N 00°08'15" E	317.47'
L7	N 01°46'18" W	200.19'
L8	N 00°08'15" E	844.03'
L9	N 89°52'20" E	15.00'
L10	S 00°08'15" W	844.10'
L11	S 01°46'18" E	200.19'
L13	S 00°08'15" W	317.22'
L14	S 01°46'17" E	138.87'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°54'33"	3040.00'	101.30'	N 00°49'01" W	101.29'
C2	1°54'33"	2960.00'	98.63'	N 00°49'01" W	98.63'
C3	1°54'33"	2945.00'	98.13'	S 00°49'01" E	98.13'
C4	1°54'33"	3055.00'	101.80'	S 00°49'01" E	101.79'

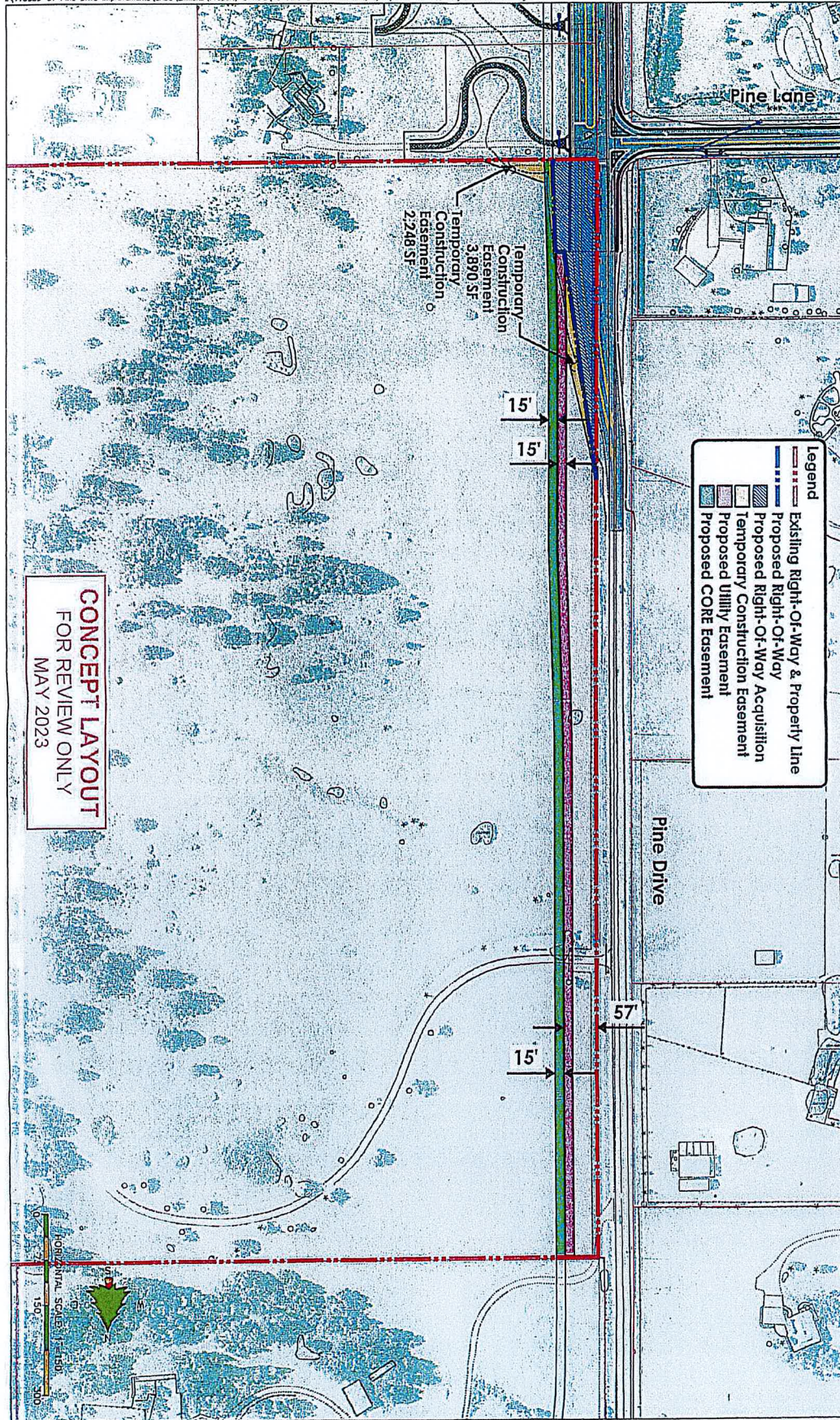
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	06/15/2023
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 200'

EXHIBIT C

L:\118353-01 Pine Drive Improvements\CA00\Exhibits\Property Owners\10-Pine-Exhibit-Minimum, 5/17/20...



PINE DRIVE IMPROVEMENTS

Property Owner
Pine Corporate Solutions LLC
12750 Pine Drive
Parker, CO 80138

10

DOUGLAS COUNTY
COLORADO

FELSBURG
HOLT &
ULLEVIG

EXHIBIT D
GRANT OF UTILITY EASEMENT
(Underground)

THIS GRANT OF UTILITY EASEMENT ("Grant of Easement") is given this ____ day of _____, 2024, by **PINE CORPORATE SOLUTIONS, LLC**, a Colorado limited liability company, whose address is 6334 South Racine Circle, Suite 100, Centennial, Colorado 80111 ("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"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties", and individually as a "Party."

The Parties hereby covenant and agree as follows:

1. **Easement Property.** 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.
2. **Consideration.** Grantor hereby makes this Grant of Easement for and in consideration of the sum of **THIRTEEN THOUSAND FIFTY DOLLARS** and no Cents (\$13,050.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive underground utility easement ("Easement") on, over, through and across the Easement Property for the installation and continued use, operation, maintenance, construction, repair, alteration and replacement (the "Work") of underground utility service facilities, together with underground cables, wires, pipes, mains, ducts, transmission/distribution line systems, conduits, manholes and other incidental equipment such as transformers, pedestals and cabinets, provided that all such facilities shall be placed underground (collectively the "Public Improvements").
4. **Retained Rights of Grantor and Prohibited Uses.** 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 by this Grant of Easement. 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. Grantor shall be prohibited from constructing any structures or improvements or installing any shrubs, woody plants or nursery stock within the Easement Property, unless specific written permission is obtained by Grantee. Grantee shall have the right to permit and allow use of the Easement Property by third party public utility providers and other governmental entities, provided however, Grantee shall only permit underground utilities. Grantor shall obtain the written consent of Grantee prior to granting any additional easements or other rights to use the Easement Property. Grantee agrees it will not unreasonably withhold such consent provided all such proposed uses or improvements shall be reviewed, approved, permitted and inspected by Grantee in accordance with Grantee's criteria, standards and regulations, as amended. Any unauthorized structures placed within the Easement Property by Grantor, or with Grantor's permission, may be removed by Grantee without notice.
5. **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 the Work with regard to 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.

6. Compliance with the Conservation Easement. The Easement Property is encumbered by a Deed of Conservation Easement recorded on December 27, 2001 at Reception No. 01125506 and an Assignment of Interest in Deed of Conservation Easement recorded on November 22, 2005 at Reception No. 2005112449 (the "Conservation Easement"). Grantor and Grantee have received approval from Douglas Land Conservancy to perform the Work with regard to the Public Improvements, provided that the Work: (i) is completed in compliance with the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iv) is performed by Grantee in accordance with the terms and conditions of this Grant of Easement to minimize damage to the conservation values identified in the Conservation Easement, and (v) Grantee shall promptly repair or replace any infrastructure on the Easement Property that is disturbed as a result of the Work within the Easement Property.

7. Removal of Vegetation. Grantee, its authorized agents, assigns or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively the "Vegetation") from within the Easement Property that may interfere with the Public Improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation from disturbance and shall not clear and grub any areas. Certain Vegetation may be identified by Grantor as to be protected, and Grantee shall use reasonable efforts to protect said Vegetation (and inform Grantor if not possible).

8. Repair and Restoration. Grantee's authorized agents or contractors may use truck or track-mounted equipment during the Work, which is normal and customary for similar work. Grantee's completion of the Work shall be done with care, and Grantee shall exercise care to prevent injury to livestock and disturbance of the land during the Work. Grantee shall restore the surface of the Easement Property and any disturbed areas as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations, 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 promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Grantee shall be responsible for the control and eradication of weeds within the Easement Property due to Work on the Public Improvements and for the control and eradication of weeds that may grow on adjacent lands outside of the Easement Property due to Work on the Public Improvements.

9. Removal of Equipment. Upon completion of the activities authorized by this Grant of Easement, Grantee shall promptly remove all materials, debris and equipment utilized to conduct the Work from the Easement Property.

10. 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 with regard to any Work performed.

11. Endangered Species Act. The Easement Property 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.

12. Release. Grantee, to the extent permitted by law, for itself and those claiming through Grantee, hereby releases Grantor and Douglas Land Conservancy, and their respective beneficiaries, and their

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 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. 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.

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

16. Notice. Grantee shall notify Grantor orally or in writing a minimum of forty eight (48) hours prior to entering the Easement Property to perform any Work.

17. 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 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 and is solely for the benefit of Grantor and Grantee, and Douglas Land Conservancy, which is an express third-party beneficiary of this Grant of Easement, 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, Grantee and Douglas Land Conservancy.

e. Amendment. Any amendment shall be in writing and signed by both Parties, and must be approved in writing by Douglas Land Conservancy, or such amendment will be deemed null and void.

f. No Waiver of Governmental Immunity. Grantor, its 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 Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purposes 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 inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

[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:

PINE CORPORATE SOLUTIONS, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____ as _____ of Pine Corporate Solutions,
LLC, a Colorado limited liability company.

My commission expires: _____.

Witness my hand and official seal.

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 _____,
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

EXHIBIT E

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT (the "Easement") made this ____ day of _____, 2024, between **PINE CORPORATE SOLUTIONS, LLC**, a Colorado limited liability company, whose address is 6334 South Racine Circle, Suite 100, Centennial, Colorado 80111 (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 FIFTY THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$50,314.00) 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 roadway 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 Pine Drive Widening Project (Lincoln Avenue to Inspiration Drive); Douglas County Project No. CI 2020-019 (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 forty eight (48) hours prior to first entering the Easement Area to construct the Project improvements.

6. Compliance with the Conservation Easement. The Easement Property is encumbered by a Deed of Conservation Easement recorded on December 27, 2001 and recorded at Reception No. 01125506 and an Assignment of Interest in Deed of Conservation Easement recorded on November 22, 2005 at Reception No. 2005112449 (the "Conservation Easement"). Grantor and Grantee have received approval from Douglas Land Conservancy to perform the grading work, provided that the grading work: (i) is completed in compliance with the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iv) is performed by Grantee in accordance with the terms and conditions of this Easement to minimize damage to the conservation values identified in the Conservation Easement, and (v) Grantee shall promptly repair or replace any infrastructure on the Easement Area that is disturbed as a result of the grading work within the Easement Area.

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 Easement Area that may interfere with the Project improvements; provided however, Grantee shall use reasonable efforts to protect Vegetation from disturbance and shall not clear and grub any areas. Certain Vegetation may be identified by Grantor as to be protected, and Grantee shall use reasonable efforts to protect said Vegetation (and inform Grantor if not possible).

7. Repair and Restoration. Grantee's authorized agents or contractors may use truck or track-mounted equipment to perform the grading work, which is normal and customary for similar work. Grantee's completion of the grading work shall be done with care, and Grantee shall exercise care to prevent injury to livestock and disturbance of the land. Grantee shall restore the surface of the Easement Area and any disturbed areas as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESD) regulations, 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 promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Grantee shall be responsible for the control and eradication of weeds within the Easement Area due to the grading work and for the control and eradication of weeds that may grow on adjacent lands outside of the Easement Area due to the grading work.

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.

9. Permanent Fencing. This Easement includes compensation for the removal of approximately 556 linear feet of Grantor's 3 rail open cedar fence with wire mesh located within the property to be acquired by Grantee as additional right-of-way (the "ROW Parcel"). Any existing permanent fencing located within the ROW Parcel that is not removed by Grantor prior to construction of the Project shall be removed by Grantee during construction. Grantor may install replacement fencing at its discretion along the boundary of ROW Parcel/new property line, which Grantee shall stake at its sole expense. If no replacement fencing is installed by Grantor prior to construction of the Project, Grantee shall install fencing consisting of 3-strand smooth wire with metal T-posts along the boundary of the ROW Parcel/new property line Easement Area.

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 twenty four (24) months from the date of execution of the Easement.

18. Settlement Amount. This Easement includes compensation to reflect any additional settlement amounts negotiated between the Parties.

19. No Precedent. Nothing in this Easement shall operate or be taken by either Party to be a precedent as to the form, substance or compensation of any new (or supplementary) terms and conditions or other agreement which may be entered into between the Parties.

20. 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 Douglas Land Conservancy, which is an express third-party beneficiary of this Easement, 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, Grantee and Douglas Land Conservancy.

e. No Waiver of Governmental Immunity. Grantee, its commissioners, 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.

f. 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.

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

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.

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

GRANTOR:

PINE CORPORATE SOLUTIONS, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____ as _____ of Pine
Corporate Solutions, LLC, a Colorado limited liability company.

S E A L

Witness my hand and official seal

Notary Public

My commission expires: _____

GRANTEE:

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

Attest:

By: _____
GEORE TEAL, Chair

By: _____
Hayley Hall,
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 Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

Notary Public

My commission expires: _____