

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Easement Agreement”) is made this ____ day of March, 2026, between **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a political subdivision of the State of Colorado, whose principal address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (“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 (“Grantee”). The Grantor and the Grantee are referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

The Grantee needs a staging area in connection with its construction of the portion of the SP2025-019 Geopolymer Lining Projects that is located south of Village Circle East (south leg) and Rampart Range Road (“Project”); and,

The Grantor owns a parcel of land that lies in close proximity to the Project and which is depicted on the map attached as Exhibit A. The Grantor is willing to allow the Grantee to use a portion of the Grantor’s parcel as a staging area on the terms and conditions set forth herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Temporary Construction Easement**. The Grantor hereby grants to the Grantee a temporary construction easement (“Easement”) to enter, re-enter, and utilize the portion of the Grantor’s parcel that is within the shaded area depicted on Exhibit A (“Easement Area”) for the purposes of staging, storage, , and associated equipment necessary for the Grantee’s performance of the Project (“Permitted Activities”). The Grantee expressly agrees that it takes the Easement Area “AS IS, WHERE IS” with all faults and defects.
2. **Grantor’s Rights**. The Grantor retains the right to the undisturbed use and occupancy of the parcel and the Easement Area insofar as such use and occupancy is consistent with and does not impair the Permitted Activities in any manner.
3. **Preservation of Existing Improvements**. The Grantee shall protect the berm located immediately to the North of the Easement Area and the ditch that traverses the Easement Area.
4. **Termination of Easement Agreement**. This Easement Agreement and the Easement granted herein shall terminate on the earlier of a) the Grantee’s completion of the Project or b) December 31, 2026.
5. **Removal of Personal Property and Restoration of Easement Area**. Within sixty (60) calendar days of the date this Easement Agreement and the Easement terminate, the Grantee shall remove all of its apparatus, vehicles, equipment, and other personal property of whatever type or nature from the Easement Area. During the sixty (60) days period, the Grantee, at its sole cost, shall cause any portion of the Grantor’s parcel, whether within or within five (5’) feet outside the

Easement Area, that is damaged or disturbed during construction of the Project or the Grantee and its employees, contractors, and agents engaging in the Permitted Activities, to be restored to its original condition, or as near thereto as may be reasonably accomplished (“Remediation”). In addition to its other Remediation, the Grantee agrees it shall reseed the Easement Area and any property outside the Easement Area that has been damaged or disturbed solely by the Grantee’s activities. The reseeded mix shall be native grasses only.

6. **Governing Law and Venue.** This Easement Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

7. **Modification.** This Easement Agreement may only be modified by written agreement of the Parties. Course of dealing, no matter how long, shall not be construed as a modification to this Easement Agreement.

8. **Indemnification.** To the extent permitted by law, the Grantee shall hold harmless, indemnify, and defend the Grantor and its directors, officers, and agents against any claims, demands, causes of action, damages, and liability arising from or related to use of the Easement Area and/or performance of the Permitted Activities by the Grantee and its employees, contractors, and agents.

9. **Severability.** If any provision of this Easement Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, all other provisions shall remain in full force and effect.

10. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Easement Agreement, and no provision of this Easement Agreement shall be interpreted to bestow any right on any individual or entity that is not a Party to this Easement Agreement.

11. **Governmental Immunity.** Nothing in this Easement Agreement is intended, and shall not be construed, as a limitation on or waiver of the rights, privileges, immunities, limitations on damages, benefits, and defenses provided to the Grantor and its directors and officers under federal and state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

12. **Execution.** This Easement Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall constitute an original and together one valid and binding instrument.

[Signature Page Immediately Follows]

GRANTOR:

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a political subdivision of the State of Colorado

ATTEST:

By: _____
Ephram Glass, Board President

By: _____
Ronald Bendall, Secretary

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of March 2026, by Ephram Glass, President of the Board of Directors of the Roxborough Village Metropolitan District, a political subdivision.

Witness my hand and official seal.

SEAL

Notary Public: _____

My commission expires: _____

GRANTEE:

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

BY: _____
George Teal, Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A
Easement Area Map

Rox Village Metro District Parcel NB Rampart Range

EXHIBIT A



2/18/2026, 12:59:43 PM

Parcels

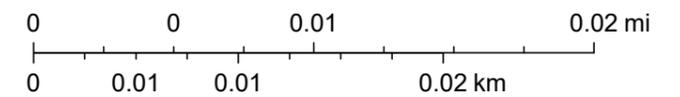
Image

Red: Red

Green: Green

Blue: Blue

1:446



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri