

## GRANT OF TEMPORARY CONSTRUCTION EASEMENT

**THIS GRANT OF EASEMENT** (the "Easement") made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **STERLING RANCH COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado, whose address is 8155 Piney River Avenue, Suite 150, Littleton, Colorado 80125 (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 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 that certain tract of land, situated in the County of Douglas, State of Colorado, described as follows:

**See Exhibits "A" & "B", 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 constructing certain roadway and drainage improvements associated with the Waterton Road / Eagle River Street Roundabout Project; Douglas County Project No. CI 2025-007 (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 may consist of slope grading and the movement of equipment and personnel 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 its equipment, materials or property.

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

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

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

7. 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.

8. Permanent Fencing. Any existing permanent fencing located within and/or adjacent to the Easement Area impacted by Grantee's activities shall be reset or replaced by Grantee with like kind materials at its original location (when possible) or at an alternate location to be mutually determined between the Parties upon completion of the work.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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. 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.

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

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

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

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

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

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

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

**GRANTOR:**

**STERLING RANCH COMMUNITY  
AUTHORITY BOARD,**

**a political subdivision and public corporation of the State of Colorado**

By: \_\_\_\_\_

Harold R. Smethills, Jr., Chairman

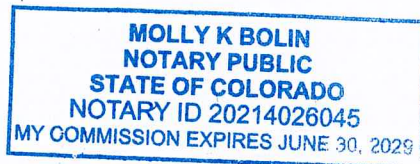
STATE OF COLORADO )

)ss.

COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2025, by Harold R. Smethills, Jr. as Chairman of Sterling Ranch Community Authority Board, a political subdivision and public corporation of the State of Colorado.

SEAL



Witness my hand and official seal

Molly K Bolin

Notary Public

My commission expires: June 30, 2029



**GRANTEE:**

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

**Attest:**

By: \_\_\_\_\_  
ABE LAYDON, 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 \_\_\_\_\_, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Haylee Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

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

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

**EXHIBIT A  
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF TRACT E, STERLING RANCH FILING NO. 6A, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED OCTOBER 15, 2021 AT RECEPTION NO. 2021117596, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE NORTH EAST QUARTER OF SECTION 31, AND THE NORTHWEST QUARTER SECTION OF 23, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWESTERLY CORNER OF SAID TRACT E, STERLING RANCH FILING NO. 6A;

THENCE ALONG NORTHWESTERLY BOUNDARY OF SAID TRACT E, SOUTH 44°50'57" WEST, AT A DISTANCE OF 38.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY BONDARY, SOUTH 44°50'57" WEST, A DISTANCE OF 289.10 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 45°09'03" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 44°50'57" EAST, A DISTANCE OF 277.84 FEET;

THENCE SOUTH 77°23'55" EAST, A DISTANCE OF 86.21 FEET;

THENCE SOUTH 45°09'03" EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID TRACT E;

THENCE ALONG THE SOUTHEASTERLY AND EASTERLY BOUNDARY OF SAID TRACT E THE FOLLOWING 2 COURSES:

1. NORTH 44°50'57" EAST, A DISTANCE OF 4.00 FEET;
2. NORTH 00°09'03" WEST, A DISTANCE OF 22.63 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 45°09'03" WEST, A DISTANCE OF 70.37 FEET;

THENCE NORTH 56°31'13" WEST, A DISTANCE OF 22.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 173.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 33°28'54" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°47'58", AN ARC LENGTH OF 47.84 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 45.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°28'35", AN ARC LENGTH OF 37.29 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 60°12'21" WEST, A DISTANCE OF 6.73 FEET TO THE **POINT OF BEGINNING**.

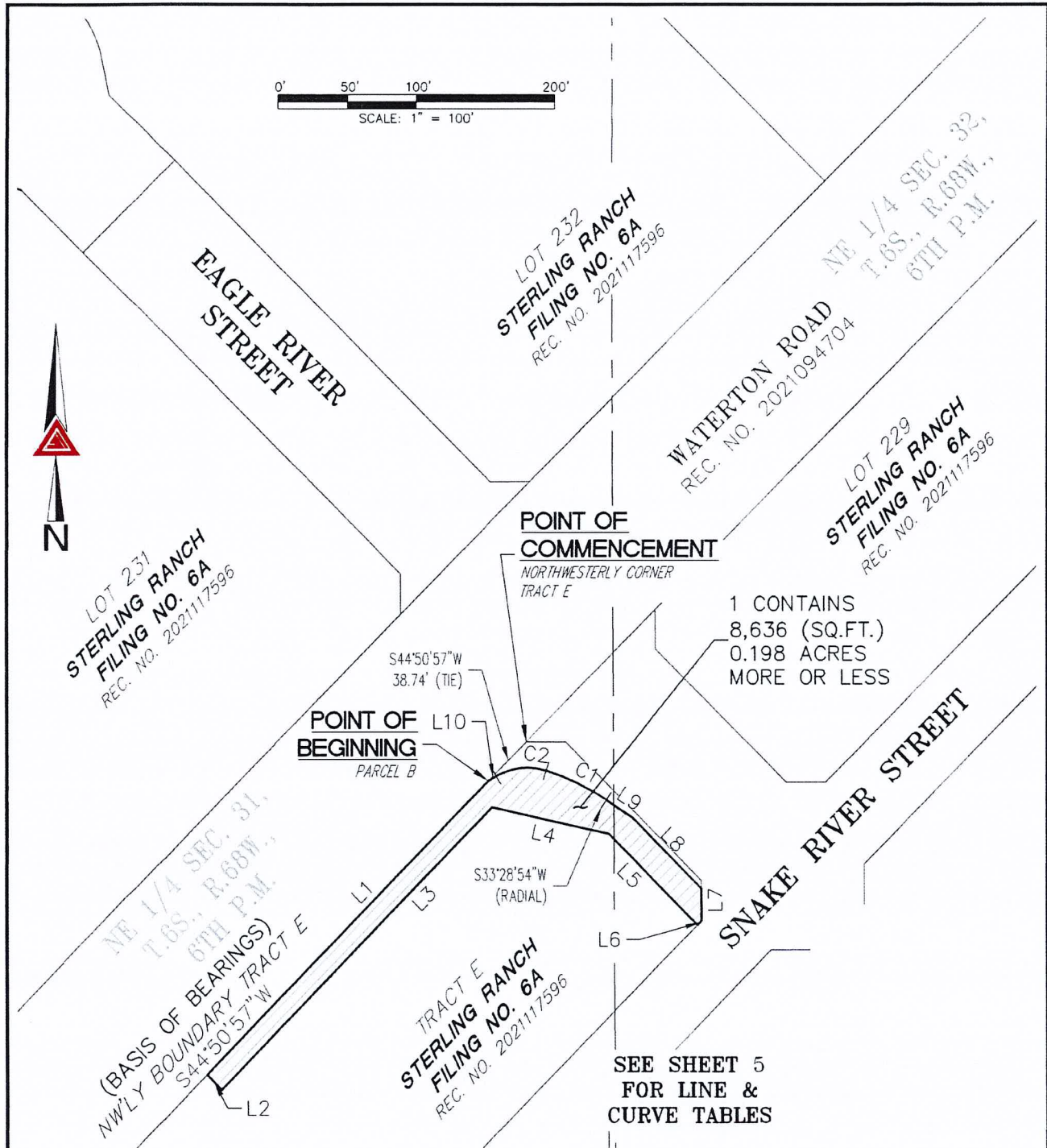
CONTAINING AN AREA OF 0.198 ACRES, (8.636 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



# ILLUSTRATION TO EXHIBIT A



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



# ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S44°50'57"W	289.10'
L2	S45°09'03"E	15.00'
L3	N44°50'57"E	277.84'
L4	S77°23'55"E	86.21'
L5	S45°09'03"E	90.00'
L6	N44°50'57"E	4.00'
L7	N00°09'03"W	22.63'
L8	N45°09'03"W	70.37'
L9	N56°31'13"W	22.33'
L10	S60°12'21"W	6.73'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	15°47'58"	173.50'	47.84'
C2	47°28'35"	45.00'	37.29'

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



## TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 SEC. 31, T.6S., R.68W., 6TH PM  
DOUGLAS COUNTY, COLORADO

PATH: Q:\116017-02 - STERLING RANCH LLC MISC\DWG\EXHIBITS\W&ER SRCAB TEMP CONST EASEMENT.DWG  
JOB NUMBER: 116017-02 DATE: 09/30/2025 DWG: BMB CHK: AKP 3 OF 3 SHEETS

**EXHIBIT B**  
**LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF TRACT V, STERLING RANCH FILING NO. 4B, 2ND ADMENDMENT, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED OCTOBER 20, 2020 AT RECEPTION NO. 2020101973, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER SECTION OF 32, TOWNSHIP 6 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST EASTERLY CORNER OF SAID TRACT V, STERLING RANCH FILING NO. 6A;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID TRACT V, NORTH 45°09'03" WEST, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY, NORTH 44°50'57" EAST, A DISTANCE OF 26.00 FEET;

THENCE SOUTH 45°09'03" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAID TRACT V;

THENCE ALONG SAID SOUTHEASTERLY BOUNDARY OF SAID TRACT V, SOUTH 44°50'57" WEST, A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.009 ACRES, (390 SQUARE FEET), MORE OR LESS.

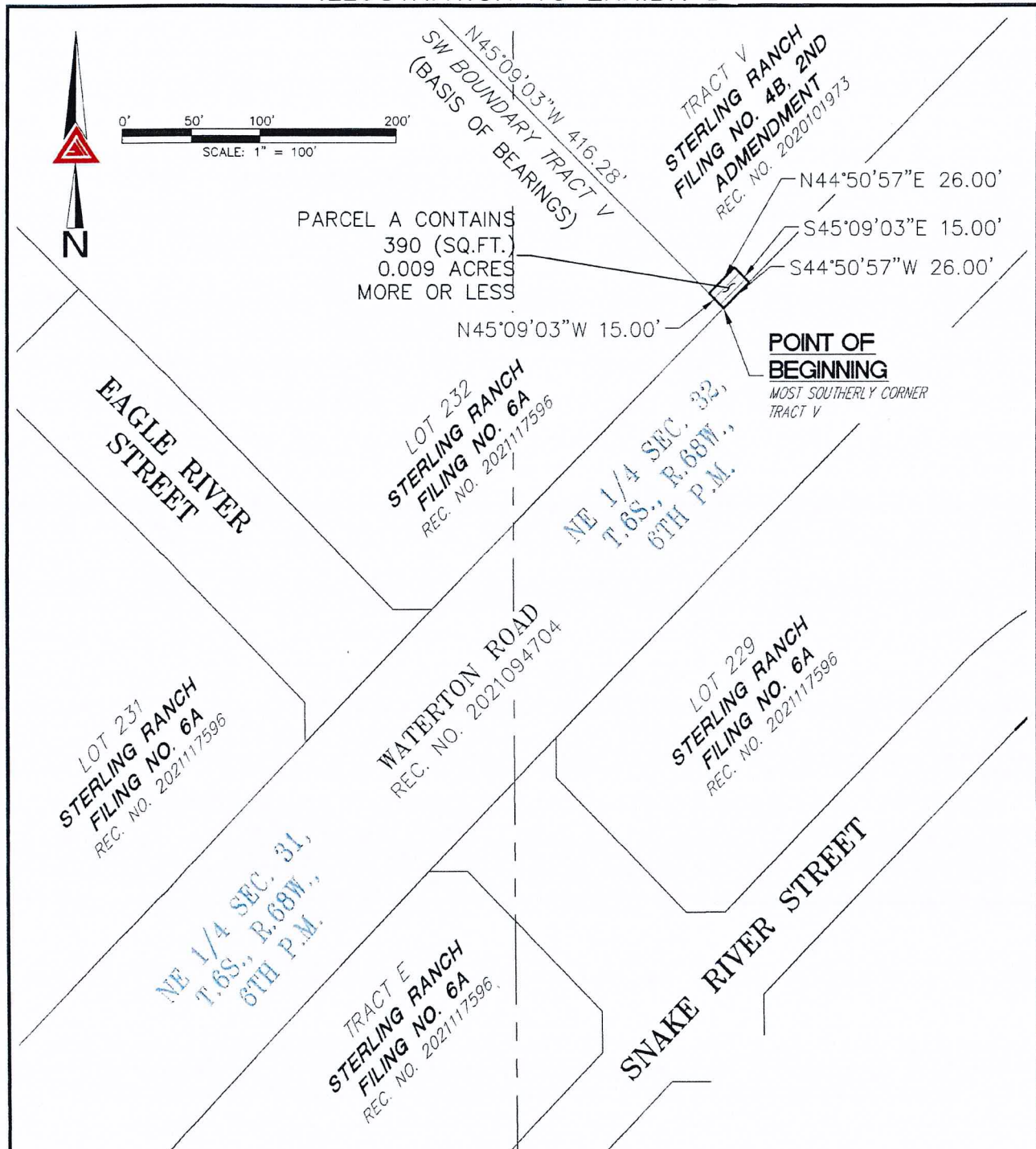
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122





# ILLUSTRATION TO EXHIBIT B



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