

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this ____ day of _____, 201____ by and between ADAMS COUNTY, COLORADO, a political subdivision of the state of Colorado, hereinafter called "Grantor," and School District 27J, whose address is 18551 E. 160th Ave., Brighton, CO 80601 hereinafter called "Grantee."

RECITALS

A. Grantor is the owner of property (the "Premises"), and desires to protect the Premises and to preserve the future use of said Premises, which is more particularly described as follows:

A portion of the property described in the Warranty Deed recorded in Book 871 at Page 488 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, said parcel having Assessor Parcel No. 0157127200005.

B. Grantee desires to install a public roadway and storm sewer facilities in, under, or along portions of the Premises as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Grantor's permission therefore.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its contractors and subcontractors, with respect to such interest as Grantor may have in the Premises, a temporary construction easement and the right-of-entry for the purpose of constructing a Roadway – Yosemite St and Riverdale Road Intersection and related appurtenances, together with storm sewer facilities in, on, under, or along the Premises, subject to the following:

(1) Grantee shall bear the sole cost and obligation of obtaining such permits and land use approvals as required for the licensed facility. Grantee agrees that any authorization granted herein is subject to Grantee obtaining such additional authorization. Grantee shall be solely responsible for the costs of installing, constructing, and maintaining the licensed facility.

(2) Grantor intends to use the Premises for governmental purposes, and the rights herein granted to Grantee for the use of the Premises are subject to the rights of Grantor to use the Premises for such purposes, which rights Grantor hereby expressly reserves.

(3) Grantee shall not do or permit to be done any blasting on the Premises without first having received prior written permission from Grantor. Any blasting shall be done in the presence of a representative of Grantor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

(4) Any damage to the Premises, as a result of the construction, operation, maintenance, repair, inspection, removal, replacement, or relocation of the licensed facility shall be paid for or repaired at the expense of Grantee.

(5) Grantee shall promptly repair or replace all damage it shall do to Grantor's property such as but not limited to fences, bridges, culverts, roads or lanes and shall leave the surface of said easement in

a neat and orderly condition and at the same elevation and contours following completion of any work performed

(6) Grantee understands that said use of a portion of Grantor's property is only as specified in School District 27J – High School #3 E 136th Avenue and Yosemite Street Construction Plans as approved by Adams County.

(8) Grantee shall restore damaged land and/or property to its original condition and re-vegetate any and all disturbed non farmed areas with a native grass mixture as specified by the Adams County Parks Department.

(9) Grantee shall construct, as specified by the Grantor, a temporary fence along the temporary easement boundary of this easement to provide limits of construction activities.

(10) (a) (i) As used in this license, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this license, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent allowed by law, Grantee covenants and agrees to at all times protect, indemnify, hold harmless, and defend Grantor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this license; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the licensed facility; or (3) Grantee's or any other person's presence at the Premises as a result of or related to this license.

(c) Grantee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury arising from, or alleged to be arising in any way from, the acts or omissions of Grantee, its sublessees, invitees, agents, or employees, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Grantee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises of the licensed facility.

(11) Venue for any dispute regarding this license or claims arising therefrom shall be in Adams County, Colorado.

(12) This agreement is not transferable or assignable without the express written permission of Grantor.

(13) This easement will begin when the Grantee gives written notice to the Grantor and shall terminate 6 months thereafter. The Grantor also grants to the Grantee the option to extend this Temporary Construction Easement for 3 three (2) month periods for a total period not to exceed 6 months from the date of the first expiration date. The grantee shall provide notice in writing to the Grantor thirty (30) days prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement are released and the Property shall be considered free and clear of this Temporary Construction Easement.

(14) This agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

(15) This agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(16) Additional Provisions:

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

ATTEST:

STAN MARTIN, CLERK

The Board of County Commissioners of
the County of Adams, State of Colorado

By: _____
Erica Hannah, Deputy Clerk

By: _____
Eva J. Henry, Chair

Approved as to form:

County Attorney's Office

GRANTEE:

Agreed to and accepted by Grantee this _____ day of _____, 201____

School District 27J

NAME AND TITLE OF SIGNED (Type or Print)

SIGNATURE

Street Address

City, State Zip

Area Code and Telephone Number

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

AN EASEMENT FOR CONSTRUCTION PURPOSES OVER, UNDER AND ACROSS A PORTION OF A
PARCEL OF LAND, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY ON OCTOBER 10, 1960, AT
RECEPTION NO. 618569, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1
SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

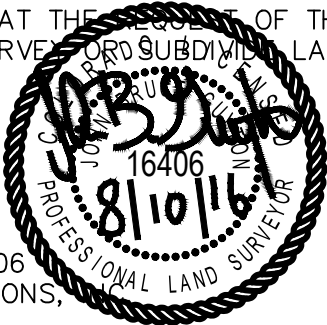
CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 27 TO BEAR NORTH 89°13'49" EAST, A DISTANCE OF 1314.50 FEET WITH ALL
BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 27;
THENCE ALONG SAID NORTH LINE, NORTH 89°13'49" EAST, A DISTANCE OF 30.00 FEET TO A
POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF YOSEMITE STREET, AND THE POINT OF
BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°13'49" EAST, A DISTANCE OF 27.61
FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°46'11" EAST, A DISTANCE OF 47.99 FEET;
THENCE SOUTH 24°38'43" EAST, A DISTANCE OF 59.82 FEET;
THENCE SOUTH 31°45'40" EAST, A DISTANCE OF 43.41 FEET;
THENCE SOUTH 45°51'51" EAST, A DISTANCE OF 92.60 FEET;
THENCE SOUTH 71°11'28" EAST, A DISTANCE OF 78.08 FEET;
THENCE NORTH 86°18'06" EAST, A DISTANCE OF 184.11 FEET;
THENCE SOUTH 05°19'39" EAST, A DISTANCE OF 62.65 FEET;
THENCE SOUTH 83°54'49" WEST, A DISTANCE OF 164.79 FEET;
THENCE SOUTH 73°19'07" WEST, A DISTANCE OF 46.50 FEET;
THENCE SOUTH 13°45'36" WEST, A DISTANCE OF 10.42 FEET;
THENCE SOUTH 54°55'22" WEST, A DISTANCE OF 29.30 FEET;
THENCE SOUTH 69°12'51" WEST, A DISTANCE OF 27.78 FEET;
THENCE SOUTH 64°53'31" WEST, A DISTANCE OF 39.78 FEET;
THENCE SOUTH 48°12'42" WEST, A DISTANCE OF 38.54 FEET;
THENCE SOUTH 36°52'07" WEST, A DISTANCE OF 42.81 FEET;
THENCE SOUTH 27°36'47" WEST, A DISTANCE OF 41.05 FEET;
THENCE SOUTH 19°46'27" WEST, A DISTANCE OF 88.90 FEET TO A POINT ON SAID EASTERLY
RIGHT-OF-WAY LINE OF YOSEMITE STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°35'15" WEST, A DISTANCE OF
543.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 62,949 SQ.FT. OR 1.45 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND
ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY
RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A
MONUMENTED LAND SURVEY OR SUBDIVISION OF LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, FSI JOB NO. 16-67,086 (A)

JOB NUMBER: 16-67,086 (A)
DRAWN BY: E. PRESCOTT
DATE: AUGUST 10, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics

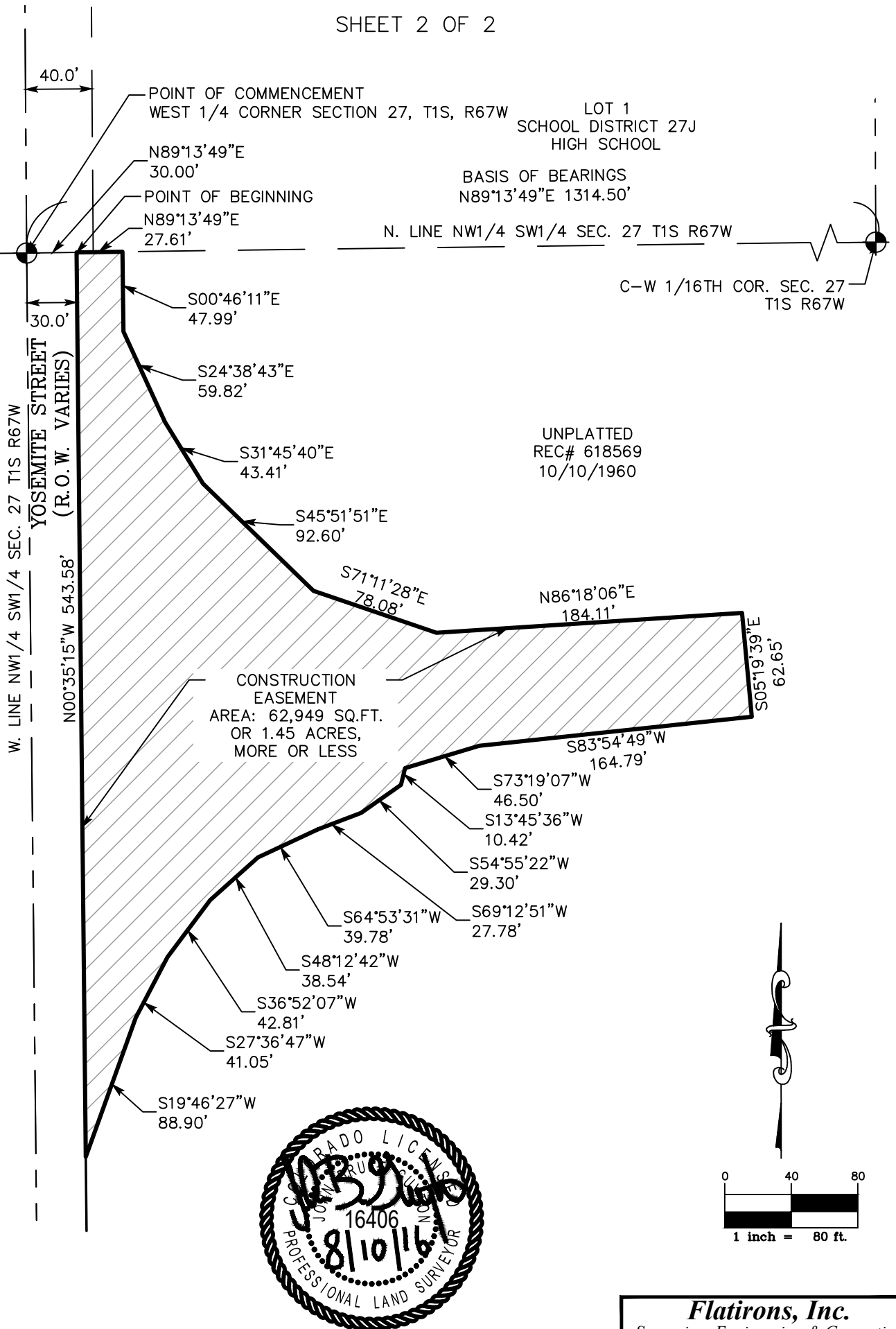


655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

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RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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SHEET 2 OF 2



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