

TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-ENTRY

THIS AGREEMENT, made and entered into this _____ day of _____, 201____, by and between **TDSO Holdings, LLC**, a Colorado limited liability company, whose address is **6161 Lowell Boulevard, Denver, Colorado 80221** hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100s DOLLARS (\$37,750.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$35,200.00 for the removal and demolition of 573 square foot single family ranch residence and \$2,550.00 for the temporary construction easement. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement. Furthermore, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: **5897 Tennyson Street**

Assessor's schedule or parcel numbers: part of **01825-07-4-00-003**

Said easement and right-of-entry is for the purpose of modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk, removal and demolition of 573 square foot single family ranch residence, utility meters, septic tank, removal of trees, and for relocating privately owned improvements which are currently within the street right-of-way such as mailboxes, driveway approaches, and any other items that need to be relocated to private property as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of-Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of **Two Hundred Twelve and 50/100s Dollars (\$212.50) per month**. The County shall provide notice in writing to the Owner 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 and Right-of-Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of-Entry.

TDSO Holdings, LLC,
a Colorado limited liability company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF _____)
_____) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

201____, by _____ as _____ and by

_____ as _____ of

TDSO Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT-TCE #14

FROM
TDSO HOLDINGS, LLC.
TO
THE COUNTY OF ADAMS, STATE OF COLORADO

A TEMPORARY CONSTRUCTION EASEMENT, being a portion of the tract of land described in Warranty Deed recorded on March 7, 2006 at Reception No. 20060307000233650 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1948.49 feet;

Thence South 89°42'09" West, a distance of 40.00 feet to the Point of Beginning;

Thence continuing South 89°42'09" West along the South line of said tract of land described at Reception No. 20060307000233650, a distance of 68.00 feet;

Thence North 00°07'00" East, a distance of 143.58 feet to the North line of said tract of land;

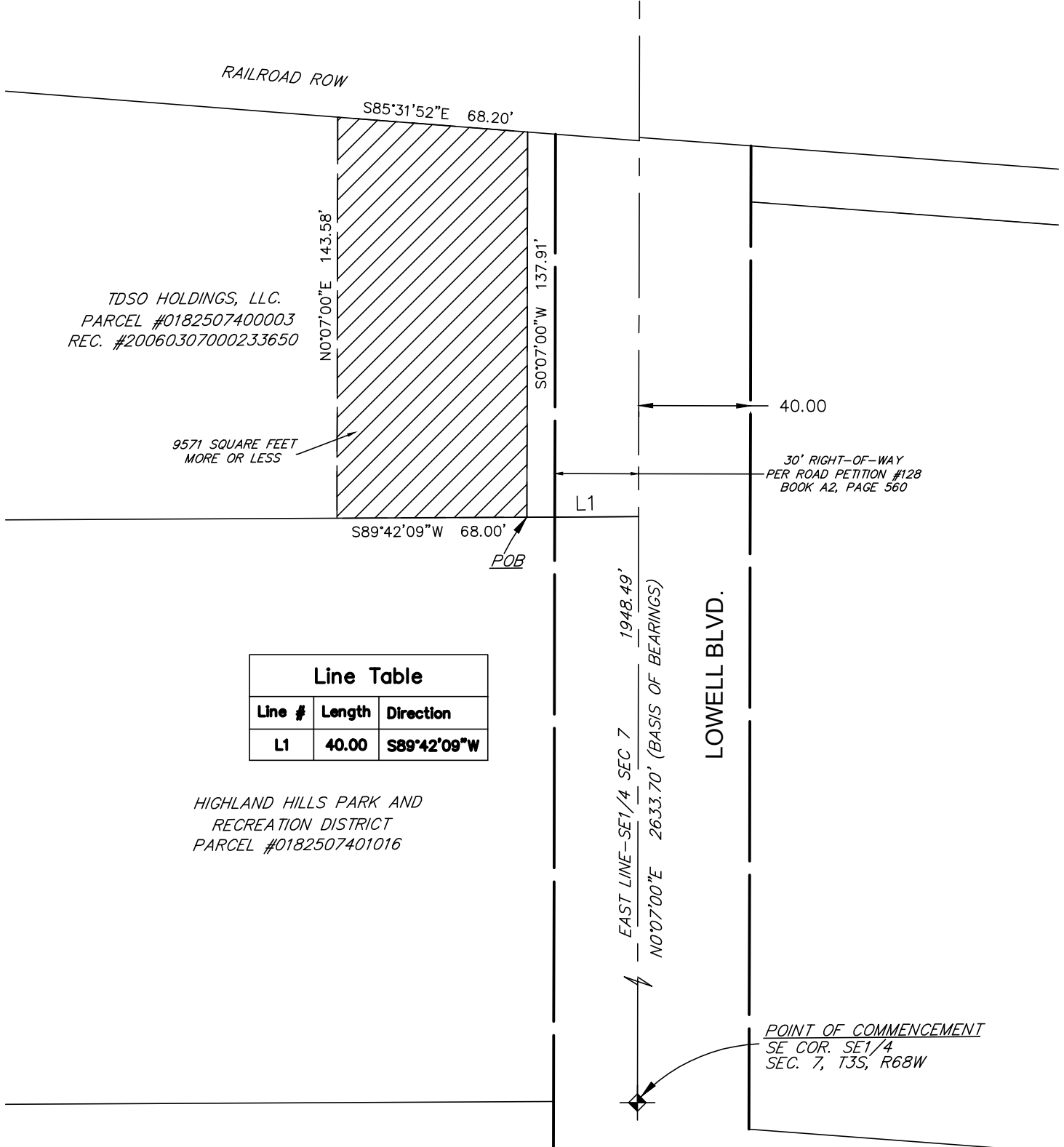
Thence South 85°31'52" East along the North line of said tract of land, a distance of 68.20 feet;

Thence South 00°07'00" West, a distance of 137.91 feet to the Point of Beginning,

containing 9571 square feet, or 0.2197 acre, more or less

ADAMS COUNTY PUBLIC WORKS DEPARTMENT – RIGHT-OF-WAY UNIT
EXHIBIT–TCE #14

LOCATED in the SE $\frac{1}{4}$ SEC 7
T3S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. PROPOSED DIMENSIONS SHOWN
ARE ROUNDED AND NOT NECESSARILY
REPRESENTATIVE OF FINALIZED PLANS.

