

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor hereby acknowledges receipt from the **PARKER JORDAN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter called "Grantee," of the sum of one dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor hereby grants unto said Grantee a temporary construction easement over and under the following described parcel of land, situated in the County of Arapahoe, State of Colorado, to wit:

See EXHIBIT "A" attached hereto and made a part hereof wherein the description is set forth in detail (the "Property").

The rights granted by this temporary construction easement include the right of ingress and egress as reasonably necessary over the Property, to survey, construct, reconstruct, and remove objects or structures therefrom in order to complete the trail improvements related to the Happy Canyon Trail Connection, as depicted in "Exhibit B" (the "Project"), all at Grantee's expense.

The term of the grant of said temporary construction easement shall continue until such time as the improvements depicted on Exhibit B are completed, commencing upon such date as this easement has been executed by Grantor and Grantee.

Grantee shall be allowed, commencing with the date of execution, to have reasonable access to and/or entry upon the Property at reasonable intervals to conduct the aforementioned activities as long as they are reasonably related to construction of the Project in conformance with the Cherry Creek Stream Reclamation at Parker Jordan Centennial Open Space Construction Plans, dated July 15, 2011, and the Grading, Erosion and Sediment Control (GESC) Plan for Cherry Creek Stream Reclamation at Parker Jordan Centennial Open Space, dated July 15, 2011.

Upon the lapse of said term, the temporary construction easement, together with the rights, privileges and authority herein granted, is terminated, and Grantor, its successors and assigns, shall thereupon be restored to its first and former estate, free and clear of any grant or easement herein contained or any right or privilege attaching to the herein-described grant of easement. Further, it is the intention of Grantor and Grantee, that upon completion of the Project in full compliance with the above-referenced Plans, and upon Grantor's written acceptance of the portion of the Project improvements that are on Grantor's property, that Grantor shall assume ownership of the portion of such Project improvements on Grantor's property, and shall thereafter have responsibility for maintaining such Project improvements, as determined to be appropriate in Grantor's sole discretion.

Notwithstanding any contrary language in the foregoing, the herein-described grant of easement shall expire no later than December 31, 2011, unless extended in writing by the Grantor.

In addition, the Grantee, its successors, assigns, agents, contractors and employees agree to the following conditions of entry:

1. Damage to Property: Grantee shall exercise due care to avoid damaging Grantor's property, and shall promptly repair any such damage to Grantor's satisfaction.

2. Fencing: Grantee shall ensure that a construction fence is installed and maintained around the construction area for the Project during the period of construction. The location of the fence shall be no more than a twenty foot distance from the outside boundaries of the proposed improvements as shown on the construction plans. Grantee shall stay within the limits of the construction fence when on the Property, so as to minimize the impact to the Property.

3. Cooperation with Grantor: Grantee shall at all times cooperate with Grantor and ensure regular communications with the Grantor to limit construction activity impacts to Grantor's property, facilities, and users. Grantee shall comply with reasonable requests not inconsistent with the purposes for which this easement is granted.

4. Cleanup and Restoration: After the completion of construction, Grantee shall remove all construction equipment, construction fencing, material and debris from the Property and shall restore the Property to its original condition.

5. Indemnification: Grantee shall, to the extent allowed by law, indemnify and hold harmless Grantor and its elected and appointed officials, employees, contractors and agents, from any and all claims, liabilities, actions and damages of any kind, including costs and attorney fees, in any way arising out of, or relating to, the exercise of the rights granted by this easement.

6. Compliance with laws/permits: Grantee shall comply with all applicable federal, state and local laws, ordinances, regulations and resolutions. Grantee shall be responsible for obtaining all licenses and permits necessary to construct the Project, at Grantee's expense.

7. Grantee shall require that the contractor for the construction of the Project include as part of its construction contract an indemnification of the County and its elected and appointed officials, employees and agents in a form acceptable to the Arapahoe County Attorney's Office. In addition, such contract shall require that Arapahoe County be named as an additional insured under the contractor's insurance policies to be provided for the Project.

Signed this 29<sup>th</sup> day of JULY 2011.

Arapahoe County, Colorado

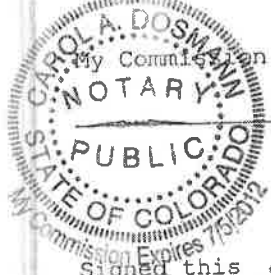
By: [Signature]

Title: Chair, Board of County Commissioners

STATE OF COLORADO )  
 ) SS  
COUNTY OF ARAPAHOE )

The above and foregoing instrument was subscribed and sworn to before me this 29<sup>th</sup> day of July, 2011, by

Carol A. Dosman



My Commission expires:

Witness my hand and official seal.

NOTARY PUBLIC

Signed this 21<sup>st</sup> day of JUNE 2011.

Parker Jordan Metropolitan District

By: [Signature]  
Norman A. Sheldon

STATE OF COLORADO )  
 ) SS  
COUNTY OF ARAPAHOE )

The above and foregoing instrument was subscribed and sworn to before me this 21<sup>st</sup> day of JUNE, 2011, by Norman A. Sheldon, President of the Parker Jordan Metropolitan District.

My Commission expires: 10/13/12

Witness my hand and official seal.

[Signature]  
NOTARY PUBLIC

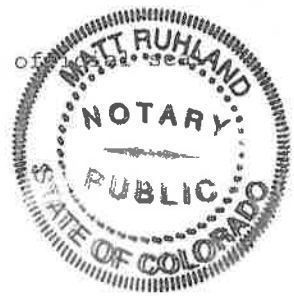


EXHIBIT A  
Property



**BELL SURVEYING COMPANY**

500 KALAMATH ST. • DENVER, CO. 80204

(303) 629-0165

www.bellsurveying.com

Date: 05/18/11

Ordered By:

PARKER JORDAN METROPOLITAN DISTRICT

Drawing No. 1105-107TE-2

SHEET 1 OF 2

**EXHIBIT A**

**TEMPORARY GRADING AND CONSTRUCTION ACCESS EASEMENT**

A TEMPORARY EASEMENT OVER A PORTION OF TRACT A, SOUTHCREEK SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. B0047116 OF THE ARAPAHOE COUNTY RECORDS. LOCATED IN THE NW 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT K, ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT A; THENCE N 01°06'52" E ALONG THE EAST LINE OF SAID TRACT A 48.43 FEET; THENCE S 69°26'11" W 47.53 FEET TO A POINT OF TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 49°42'44", A DISTANCE OF 43.48 FEET; THENCE N 60°51'05" W 49.27 FEET; THENCE S 29°14'20" W 60.00 FEET; THENCE S 60°51'05" E 79.37 FEET TO A POINT OF TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 26°21'10", A DISTANCE OF 50.59 FEET TO A POINT ON THE WEST LINE OF TRACT J; THENCE N 23°45'23" E ALONG SAID WEST LINE, 15.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT J; THENCE N 73°52'29" E ALONG THE NORTH LINES OF SAID TRACTS, 62.83 FEET MORE OR LESS TO THE POINT OF BEGINNING.

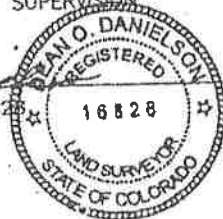
CONTAINING 8188 SQUARE FEET OR 0.188 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE EAST LINE OF TRACT A, SOUTHCREEK SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. B0047116 OF THE ARAPAHOE COUNTY RECORDS BEING N 01°06'52" E AS PLATTED.

I, DEAN O. DANIELSON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

  
DEAN O. DANIELSON, LS 16828

DATE: 5/18/11



THIS DESCRIPTION IS NOT THE RESULT OF A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEFINE THE EASEMENT DESCRIBED AND SHOWN HEREON.

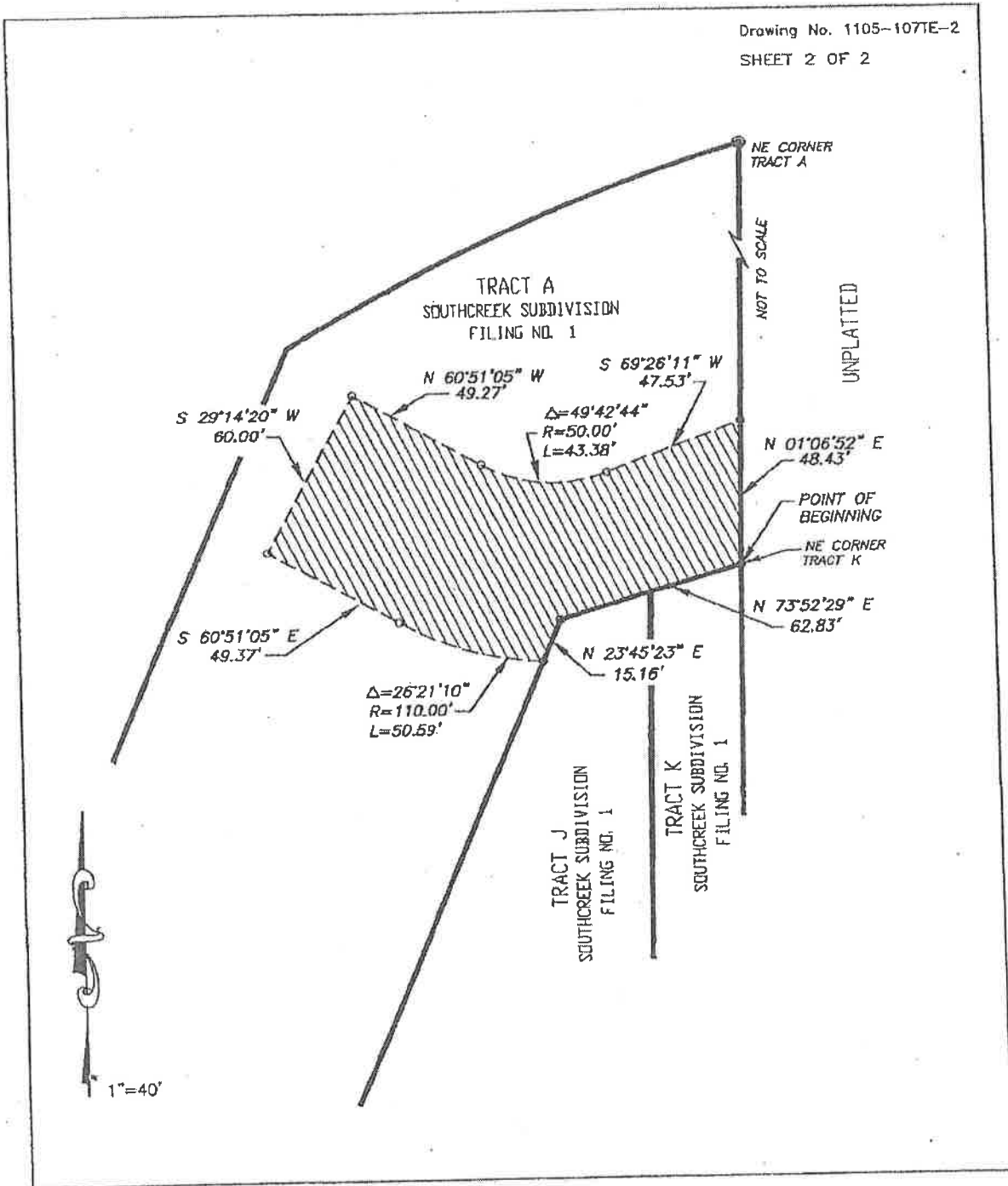
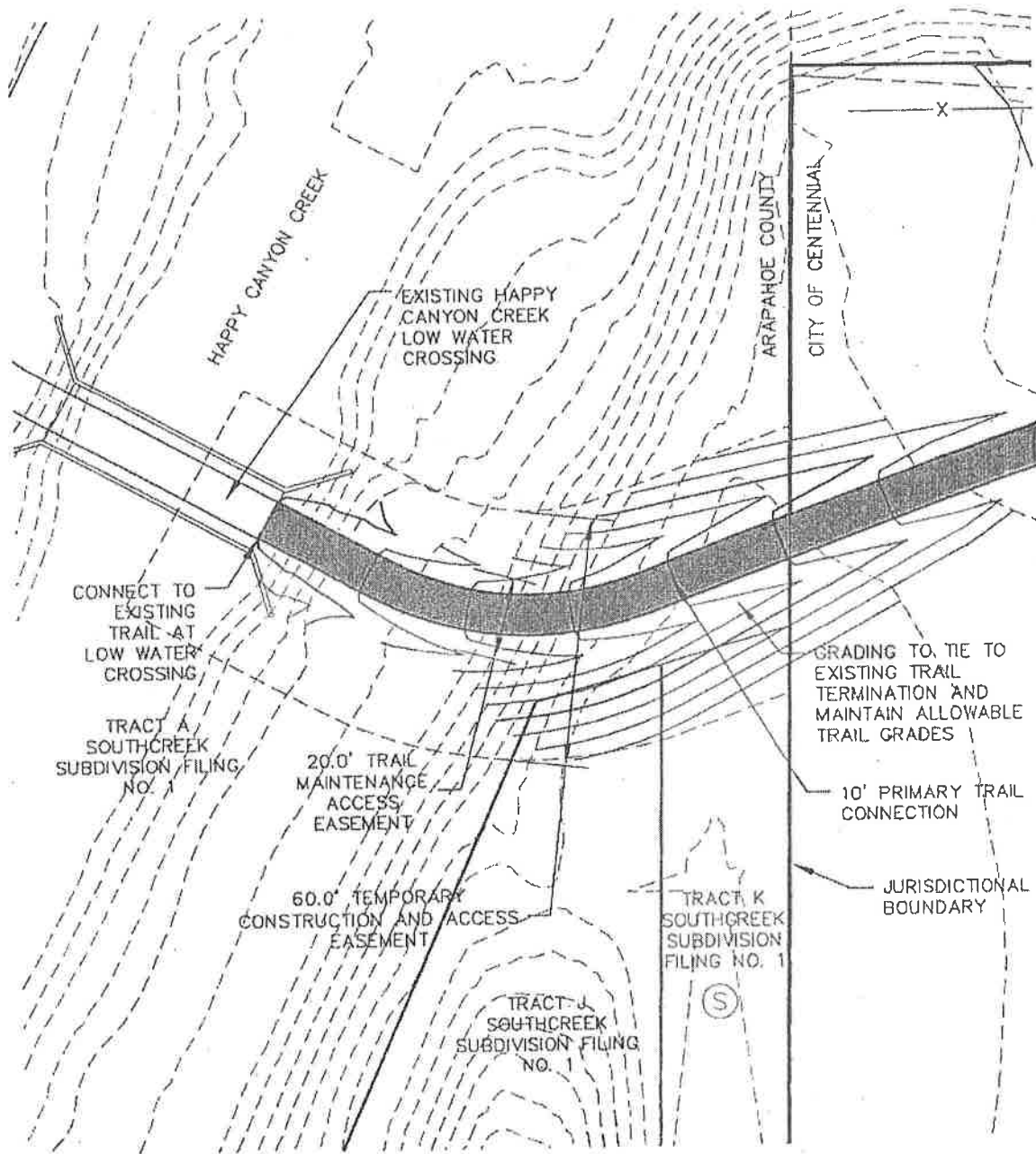


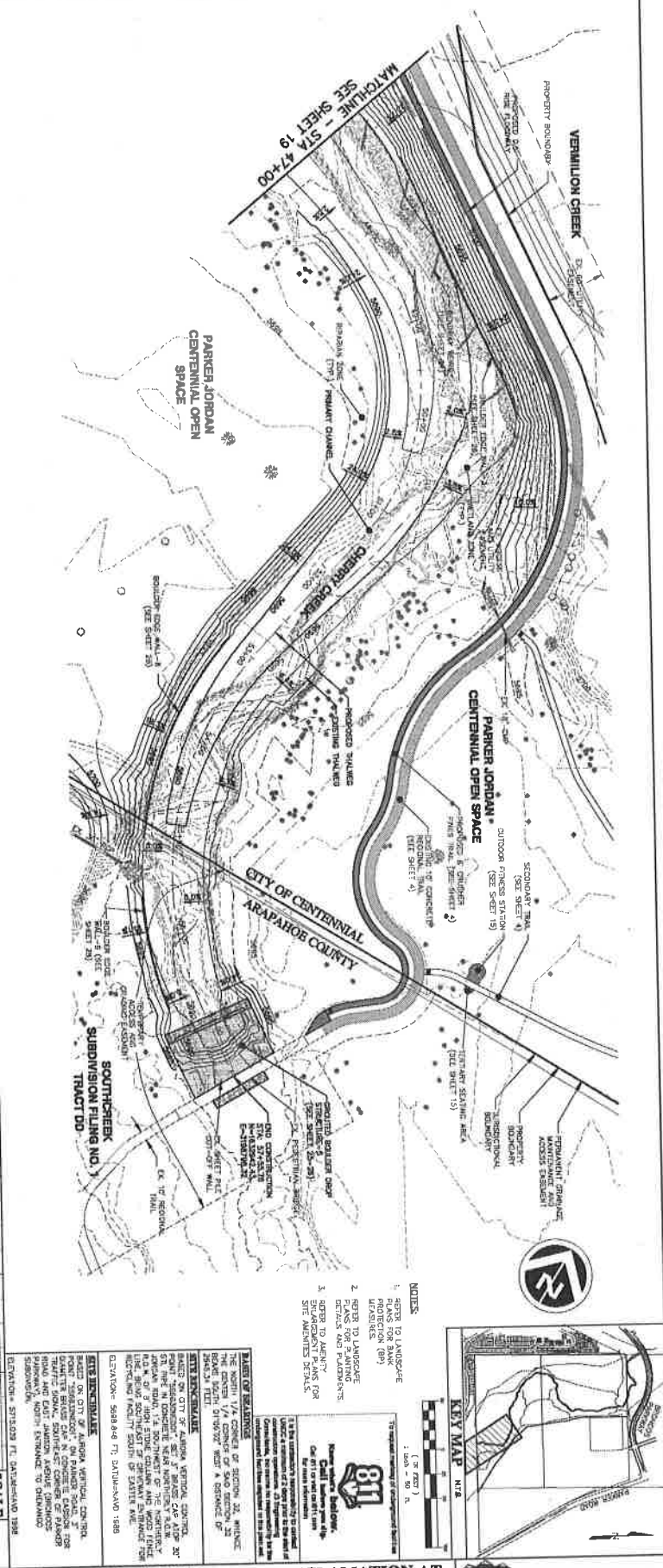
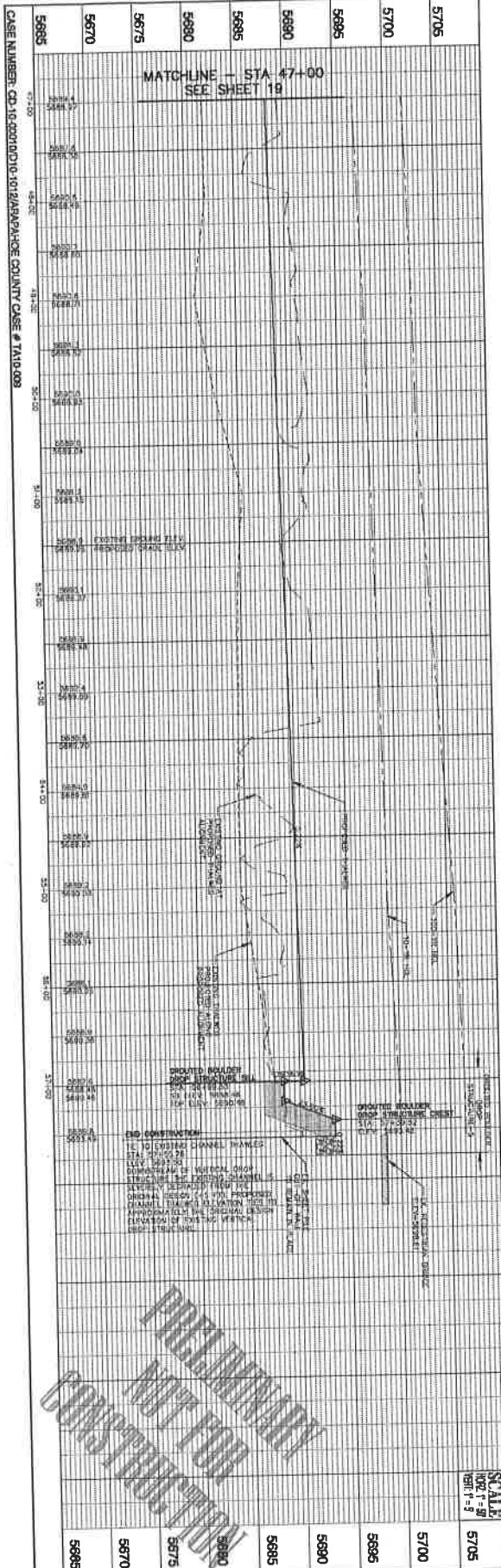
EXHIBIT B  
PROJECT



## Parker Jordan Centennial Open Space

### HAPPY CANYON TRAIL CONNECTION

Scale: 1" = 30'  
 May 28 2011



PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

**SCALE**  
 HORIZ. 1" = 50'  
 VERT. 1" = 5'

**NOTES**

1. REFER TO LANDSCAPE PROTECTION (89) LEAVES.
2. REFER TO LANDSCAPE PROTECTION (89) DISTRICT AND PARASITIC.
3. REFER TO ANY SITE AMENITY DETAILS.

**KEY MAP**  
 1:50,000 N.T.S.

**811**  
 Call before you dig  
 1-800-4-A-DAWN  
 1-800-4-DAWN-4663

Project Number:	51100101
Drawn By:	SCD
Checked By:	JRD
Scale:	AS SHOWN
Sheet Number:	20

**PARKER JORDAN METROPOLITAN DISTRICT**

CONTACT:  
 DANIEL SHELTON  
 TEL: (303) 741-2500  
 FAX: (720) 222-8942

**CHERRY CREEK STREAM RECLAMATION AT PARKER JORDAN CENTENNIAL OPEN SPACE CONSTRUCTION PLANS**

**PRIMARY CHANNEL PLAN AND PROFILE**

**FROM STA 47+00 TO STA 57+55.76**

**ENGINEERING CONSULTANTS**

Contact: Josh R. Duncan, P.E., CFM  
 3111 S. Wagon Wheel Blvd. #600 - Aurora, CO 80014-3517  
 (303) 685-5601 - FAX: (303) 685-5603  
 Email: jrduncan@engineeringconsultants.com