

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is granted this _____ day of _____, 2012, by Parker Jordan Metropolitan District, whose address is 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111, and the City of Centennial, whose address is 13133 East Arapahoe Road, Centennial, CO 80112 (collectively, the "Owner") to Southeast Metro Stormwater Authority (SEMSWA) for the construction of certain drainage improvements (the "Improvements").

For and in consideration of the sum of One and 00/100 dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner hereby grants to SEMSWA a Temporary Construction Easement on, through, over, under, and along a certain parcel of real property, which property is described in the attached **EXHIBIT "A"** (the "Temporary Construction Easement Parcel") and is hereby incorporated by reference.

1. The term of the grant of said Temporary Construction Easement shall be for a period of eighteen (18) months, commencing on the date first set forth above. Before the commencement of the designated period, the Owner also grants unto the SEMSWA access and entry to such Temporary Construction Easement Parcel. Such access and entry will be granted for the purposes of surveying, delivering of construction materials, or any other activity reasonably necessitated by the construction contemplated by the Improvements.
2. The Owner hereby covenants and agrees that it has marketable title to the Temporary Construction Easement Parcel and that it has good and lawful right to grant this Temporary Construction Easement.
3. If any such work performed by SEMSWA shall require the removal of all or part of any fence or other personal property which is used to contain animals of any type, such as horses, dogs, goats, etc., for any period of time, SEMSWA shall give Owner at least 24 hours prior notice so that Owner can make arrangements to otherwise contain such animals; and SEMSWA shall, if deemed necessary by Owner, provide temporary alternate fencing or containment for the period of time that the original fencing or containment is unavailable and until it is replaced. In addition, if any such work shall result in the damage of all or part of any such fence or other personal property, SEMSWA shall immediately give notice to Owner so that Owner can make arrangements to otherwise contain such animals; and SEMSWA shall, if deemed necessary by Owner, provide temporary alternate fencing or containment for the period of time that the original fencing or containment is unavailable and until it is replaced.
4. The Owner warrants that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed, or permitted upon the Temporary Construction Easement Parcel before or during the term of this Temporary Construction Easement.
5. The Owner further agrees that in the event the terms of this Easement are violated by Owner, that such violations shall immediately be corrected upon receipt of written notice from SEMSWA, or following such notice and Owner's failure to cure within a reasonable time. SEMSWA may elect to correct or eliminate such violation at the Owner's expense. The Owner shall promptly reimburse SEMSWA for any reasonable expenses incurred by SEMSWA in enforcing the terms of this paragraph.
6. This Temporary Construction Easement is granted by the Owner with the understanding that all work performed by SEMSWA in connection with this Easement shall be properly performed with care, and any of the surface of the Temporary Construction Easement Parcel damaged or disturbed during the use of this Easement shall be restored in a reasonable, similar manner to its condition immediately preceding the use of this Easement.
7. To the extent allowed by law, SEMSWA shall defend, indemnify and hold harmless Owner from and against any claim, loss, action, or cause of action arising from the negligence or willful misconduct of SEMSWA. SEMSWA shall maintain general liability insurance and shall name Owner as an additional insured on such policy. Nothing herein shall be deemed or construed as a waiver of any protection afforded to SEMSWA or Owner under the Colorado Governmental Immunity Act.
8. Upon the lapse of said term, the Temporary Construction Easement, together with the right, privilege, and authority to construct, reconstruct, operate or maintain fixtures, devices or structures upon the hereinabove described property, other than the obligation to maintain, repair, or replace landscaping features pursuant to paragraph 6 hereof, herein granted is terminated, and the Owner, its heirs, successors and assigns shall thereupon be restored to its first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein-described grant of easement.
9. This Temporary Construction Easement shall not be recorded by SEMSWA.

PARKER JORDAN METROPOLITAN DISTRICT:

By 
North Sheldon
Its: President

5-15-2012
Date

CITY OF CENTENNIAL

By _____
Cathy Noon
Its: Mayor

Date

STATE OF COLORADO)
)
COUNTY OF Arapahoe)

SS.

The foregoing Temporary Construction Easement was acknowledged before me this 15th day of May, 2012, By Norm Sheldon as President of Parker Jordan Metropolitan District, Owner.



Witness my hand and official seal.
My Commission Expires: Sandra L. Brandenburger

7-15-2015
Notary Public

STATE OF COLORADO)
)
COUNTY OF Arapahoe)

SS.

The foregoing Temporary Construction Easement was acknowledged before me this ___ day of _____, 2012, By Cathy Noon as Mayor of the City of Centennial, Owner.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public