

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is granted this 20 day of July, 2012, by the 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 Ten and 00/100 dollars (\$10.00) 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 require its contractor utilizing the Temporary Construction Easement to maintain general liability insurance and to 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

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

A parcel of land being a part of Parcel One and Parcel Two described at Reception No. D0105766 of the Arapahoe County records, lying in the Northeast Quarter of Section 32, Township 5 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purposes of this description the bearings are based on the north line of the Northeast Quarter of Section 32, Township 5 South, Range 66 West monumented at the Northeast Corner of said Section 32 by a 3 1/4" brass cap marked "City of Aurora LS 23527 1994" and at the North Quarter Corner of said Section 32 by a 2" aluminum cap marked "City of Aurora LS 16848 1994 100' W.C." having a bearing of South 89°48'53" West (South 89°48'53" West per City of Aurora horizontal control and South 89°48'52" West per the plat of Creekview at River Run II), 2645.16 feet (2745.16 to witness corner).

COMMENCING at the North Quarter Corner of Section 32, Township 5 South, Range 66 West; Thence S 01°07'14" W, 928.84 feet along the west line of the Northeast Quarter of said Section 32 to the southwest corner of a parcel of land described in Book 5641 at Page 421 of the Arapahoe County records, also being the northwest corner of a parcel of land described at Reception No. D0105766 and the **POINT OF BEGINNING**;

Thence N 89°49'14" E, 1128.00 feet along the south line of said parcel described in Book 5641 at Page 421 and the north line of said parcel described at Reception No. D0105766;

Thence S 11°09'39" W, 69.82 feet;

Thence S 01°00'54" E, 190.65 feet;

Thence S 78°42'16" W, 113.84 feet;

Thence N 01°00'20" W, 41.02 feet;

Thence N 19°15'31" W, 71.50 feet;

Thence N 42°54'46" W, 76.60 feet;

Thence N 36°07'18" W, 62.17 feet;

Thence N 51°56'07" W, 57.92 feet to a point 30 feet south of said north line;

Thence S 89°49'14" W, parallel to and 30 feet south of said north line, 848.10 feet to said west line;

Thence N 01°07'14" E, 30.01 feet to the **POINT OF BEGINNING**.

Containing 73,593 square feet or 1.689 acres, more or less.

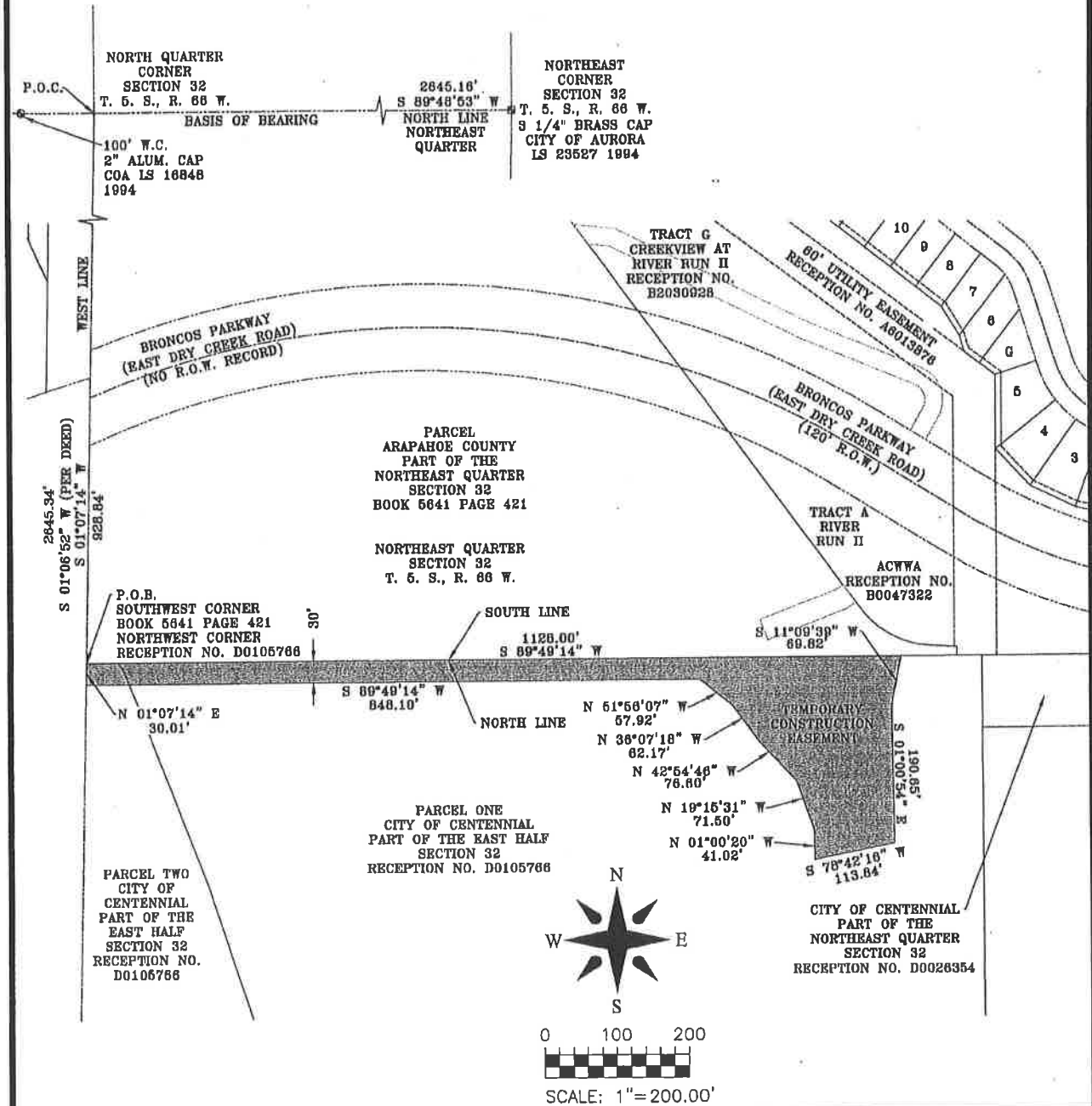
I hereby certify that the above legal description was prepared under my direct supervision.



WSSI Job #: 20922:006p02
Date: June 26, 2012
Temporary Construction Easement
For and on Behalf of
WESTERN STATES SURVEYING, INC.
12753 South Parker Road, Suite 205
Parker CO 80134
303-841-7436
Albert V. Valletta, Jr. PLS 23524

NOTICE: According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

EXHIBIT A



Western States Surveying, Inc.
 12753 SOUTH PARKER ROAD, SUITE 205
 PARKER, CO 80134-3488 (303) 841-7436

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

OWNER: CITY OF CENTENNIAL

**SOUTHEAST METRO STORMWATER AUTHORITY (SEMSWA)
 TEMPORARY CONSTRUCTION EASEMENT**

CALC: AVV	DATE: 06/26/12
DRWN: AVV	COMMIT. NO.
JOB NO. 20922:006p02	
DWG. NAME: TCE	SHEET 3 OF 3

AREA OF PARCELS: 1.689 AC. 73,593 SQ. FT.