

GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 2017, by and between REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company, whose address is 3874 S. Peach Way, Denver, Colorado 80237-1256, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado municipal corporation, whose address is 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee."

WITNESSETH:

WHEREAS, Grantor owns the real property described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property") on which the Grantee wishes to acquire a Temporary Construction Easement (as defined in paragraph 1, below) for the construction and installation of the Improvements, defined and described in paragraph 1, below; and,

WHEREAS, the Improvements defined and described in paragraph 1, below, are being constructed by the Grantee, and once completed such Improvements shall become the property of the Grantee; and,

WHEREAS, the Grantor and the Grantee have agreed to terms and conditions for the grant of the Temporary Construction Easement to the Grantee and the Grantee's use and operation on the Property and within the Temporary Construction Easement; and,

WHEREAS, the Grantor and the Grantee hereby wish to set forth their agreement and enter into this Grant of Temporary Construction Easement Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the foregoing recitals and the obligations, covenants and agreements herein set forth, the legal sufficiency of which the parties do hereby acknowledge, the parties hereto agree as follows:

1. *Grant of Temporary Construction Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a Temporary Construction Easement to enter, occupy, locate, construct, and install one or more water lines, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances and all necessary appurtenances thereto (the "Improvements") in, through, over, across, under and above the Property in the locations as set forth on Exhibit TE-1 attached hereto and incorporated herein by this reference (the "Temporary Construction Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Temporary Construction Easement in order to perform construction and installation of the Improvements.

3. *Term of Temporary Construction Easement.* Said Temporary Construction Easement shall commence no sooner than 10 days after Grantor receives a Notice of the Grantee's intention to occupy the Temporary Easement(s) and shall expire 1 year from the date of the aforementioned Notice or upon written notice of completion of the Grantee's improvements in its entirety, whichever occurs first.

4. *No Structures or Buildings to interfere with the Temporary Construction Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Temporary Construction Easement or the Property that will interfere with or obstruct the access or Temporary Construction Easement granted herein. Any such structure or item placed on the Temporary Construction Easement or Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the Temporary Construction Easement, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Temporary Construction Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Temporary Construction Easement or Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Temporary Construction Easement or Property.

5. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Temporary Construction Easement herein contained, and promises and agrees to defend against any defect in title to the Property or the right to make the grant of the Temporary Construction Easement as herein contained.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Temporary Construction Easement. In the event said Grantor improvements are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Inurement.* Each and everyone of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, executors, administrators, successors and assigns of the parties hereto.

9. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

10. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

11. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's construction of the Improvements.

12. *Modification.* This Agreement shall be modified by a writing only, which writing must be only executed by the parties hereto in order to be effective.

13. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

14. *Terms of Agreement Shall Survive Termination.* The terms of this Agreement and the provisions herein shall survive the Termination of the Temporary Construction Easement as provided for herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT as of the day and year first above written.

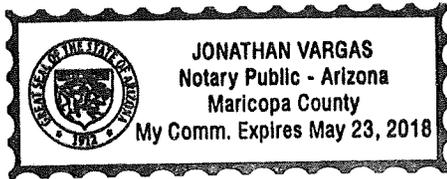
GRANTOR: REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company

By: Jacob
(Name)
(Title) Manager

STATE OF ARIZONA
) ss.
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 8TH day of MARCH, 2017, by JACK PEVER, MANAGER of REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company

WITNESS my hand and official seal.
My commission expires: 05/23/2018



[Signature]
Notary Public

GRANTEE:
TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

**ERIE PT N2SW4 ALL THAT PT LYING S OF VISTA PARKWAY & LYING W OF
ABND BURLINGTON RR**

TE-1

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2469532 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED: PLS 25369 1999 AT THE WEST END AND A 3-1/4" ALUMINUM CAP STAMPED: PLS 7735 1994 AT THE EAST END, BEING ASSUMED TO BEAR N89°43'15"E.

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S40°27'59"W A DISTANCE OF 480.02 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VISTA PARKWAY, RECORDED UNDER THE RECEPTION NO. 3063202 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE S57°35'30"E A DISTANCE OF 37.62 FEET;

THENCE ON A LINE BEING 15 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF VISTA PARKWAY, RECORDED UNDER THE RECEPTION NO. 3063202, THE FOLLOWING THREE (3) COURSES:

1. N81°05'30" W A DISTANCE OF 1,893.81 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 9°33'00" AND AN ARC LENGTH OF 157.51 FEET, TO A POINT OF TANGENT;
3. S89°21'30"W A DISTANCE OF 188.50 FEET, TO A POINT OF NON-TANGENT CURVE ON SOUTHERLY RIGHT-OF-WAY LINE OF VISTA PARKWAY RECORDED UNDER THE RECEPTION NO. 3063202;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S46°12'53"E, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°34'23" AND AN ARC LENGTH OF 39.77 FEET, TO A POINT OF TANGENT;
2. N89°21'30"E A DISTANCE OF 152.79 FEET, TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 9°33'00" AND AN ARC LENGTH OF 160.01 FEET, TO A POINT OF TANGENT;

4. S81°05'30"E A DISTANCE OF 1859.31 FEET, TO THE POINT OF BEGINNING;
CONTAINING AN AREA OF 33,193 SQUARE FEET OR 0.7620 ACRES.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PROPERTY DESCRIPTION STATEMENT

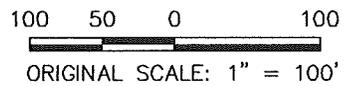
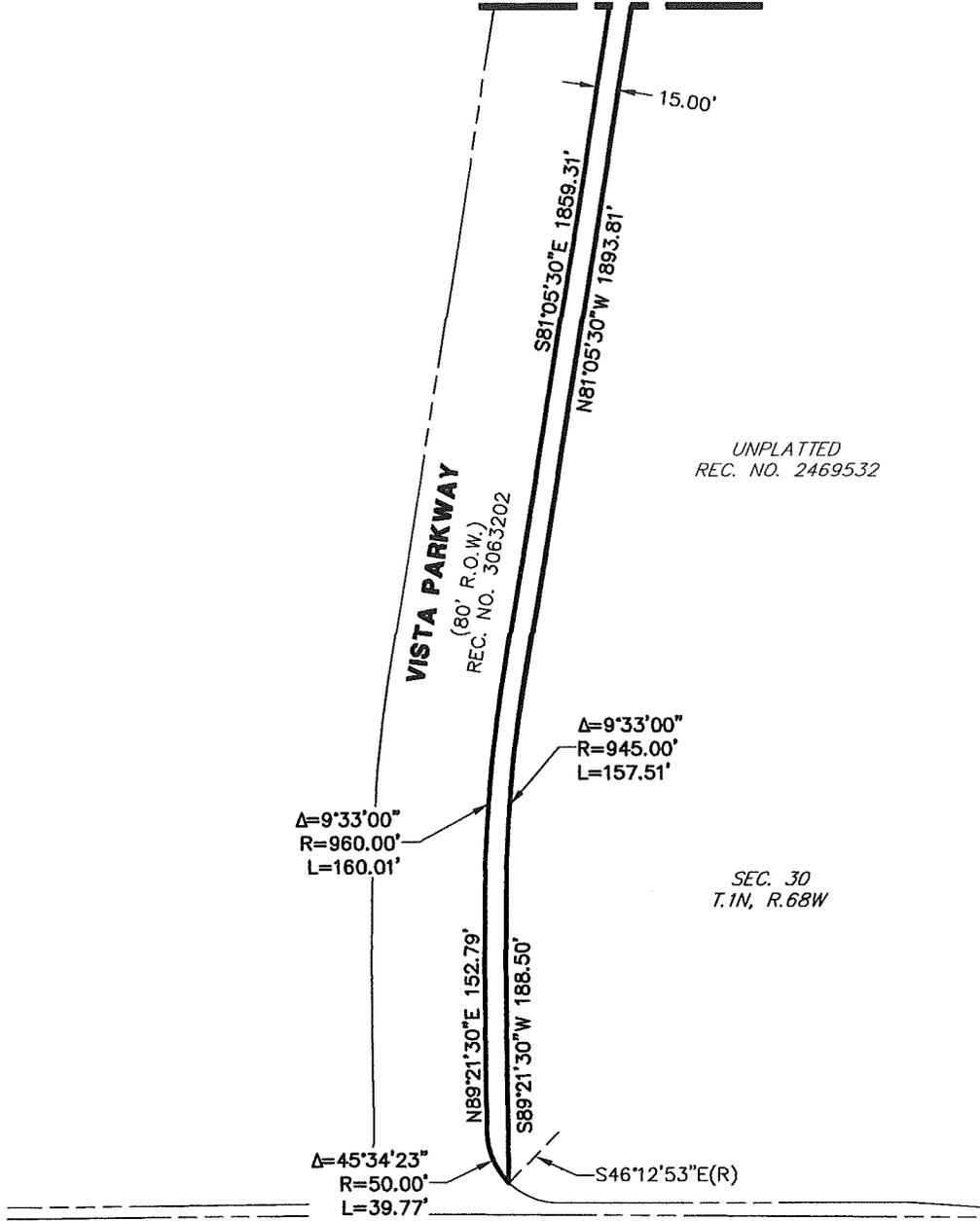
I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO
HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE
PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE,
INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

SEE SHEET 3



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

TEMPORARY EASEMENT NO. 1
ERIE
PROJECT NO.: 15708.08
DATE: 09/12/16

SHEET: 4 OF 4



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Fort Collins 970-491-8688 • www.jrengineering.com

EXHIBIT

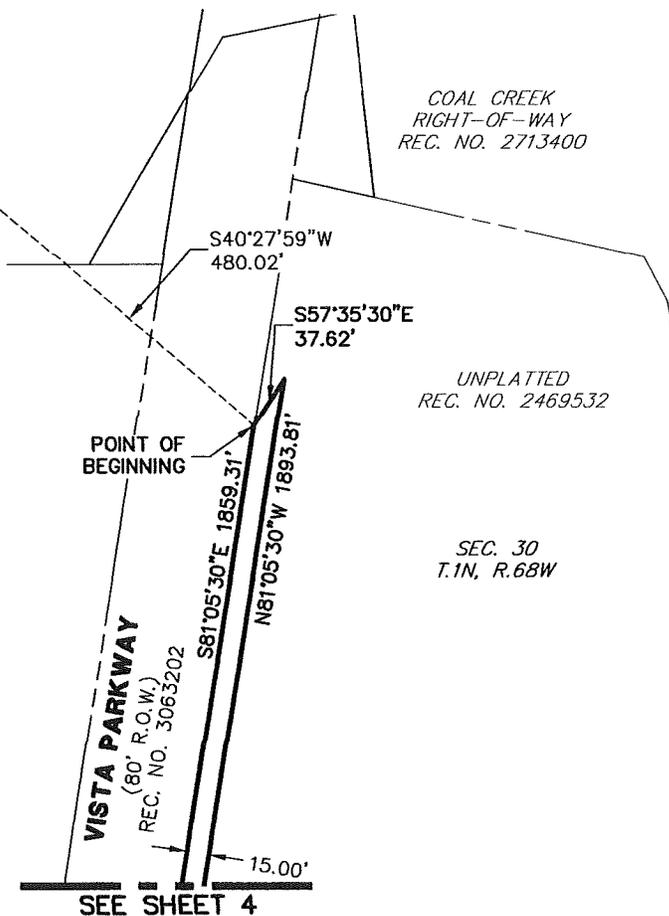
E 1/4 CORNER, SEC. 30, T.1N, R.68W
RECOVERED 3 1/4" ALUMINUM CAP
STAMPED: PLS 7735 1994

BASIS OF BEARING
SOUTH LINE, NE 1/4,
SEC. 30, T.1N, R.68W
N89°43'15"E 2590.25'

C 1/4 CORNER, SEC. 30, T.1N, R.68W
RECOVERED 3 1/4" ALUMINUM CAP
STAMPED: PLS 25369 1999



100 50 0 100
ORIGINAL SCALE: 1" = 100'



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

TEMPORARY EASEMENT NO. 1
ERIE
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