

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
(FREMONT AVENUE TRAIL)**

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE**, a political subdivision of the State of Colorado (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

**RECITALS**

A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).

B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.

C. Grantee is constructing a public trail (the “**Project**”) on Grantor’s property.

D. Grantee has requested a temporary construction easement from Grantor over, under, and across the Premises as necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across the Premises for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction and installation of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.

2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared by Manhard Consulting, LTD, as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Subjacent and Lateral Support. Without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Restoration. Upon completion of its activities, the Grantee, at its sole expense and to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Project.

5. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Premises by the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

6. Termination. Grantee's rights hereunder shall automatically terminate upon final completion of the work shown in the Plans and Specifications or without further action, demand or notice at 12:00 p.m. on October 31, 2024, whichever occurs first in time.

7. Section Headings. The section headings contained herein are included for reference purposes only.

8. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

9. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

**[SIGNATURE PAGES FOLLOW]**

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

**Grantor:**

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ARAPAHOE, a  
political subdivision of the State of Colorado**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO    )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of the Board of County Commissioners of the County of Arapahoe.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[ S E A L ]

**[SIGNATURE PAGE 2 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT (FREMONT AVENUE TRAIL)]**

**Grantee:**

**DOVE VALLEY METROPOLITAN  
DISTRICT**, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO    )  
  )    ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Greg Armstrong as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[ S E A L ]

**EXHIBIT A**

(Premises)

**EXHIBIT A****PARCEL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING NO. 5, RECORDED AT RECEPTION NO. R2304663 IN THE OFFICE OF ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE CENTER LINE OF EAST FREMONT AVENUE IS ASSUMED TO BEAR NORTH 75°02'20" EAST AS MONUMENTED ON THE NORTH AND SOUTH END BY A 1.5" ALUMINUM CAP STAMPED "JR ENG, LS 13258" IN A RANGE BOX AS REFERENCED FROM ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 5 RECORDED AT RECEPTION NO. 2304663, WITH ALL OTHER BEARINGS RELATIVE THERETO.

**COMMENCING** AT THE SOUTH CORNER OF SAID CENTER LINE OF EAST FREMONT AVENUE, THENCE SOUTH 81°56'41" WEST, A DISTANCE OF 414.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1, AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°08'49" WEST, A DISTANCE OF 10.0 FEET, ALONG THE EASTERLY LINE OF LOT 2;

THENCE NORTH 89°49'34" WEST, A DISTANCE OF 204.70 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°11'44", A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 350.56 FEET, THE CHORD OF WHICH BEARS NORTH 71°13'42" WEST, A DISTANCE OF 344.44 FEET, TO THE NORTHWESTERLY LINE OF DEED PARCEL RECEPTION NO. D7045318;

THENCE NORTH 25°32'14" EAST, A DISTANCE OF 10.22 FEET, ALONG SAID NORTHWESTERLY LINE OF DEED PARCEL, TO THE SOUTHERLY RIGHT OF WAY OF SAID EAST FREMONT PLACE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY OF EAST FREMONT PLACE THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°25'20", A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 346.17 FEET, THE CHORD OF WHICH BEARS SOUTH 71°06'54" EAST, A DISTANCE OF 340.04 FEET;
- 2) SOUTH 89°49'34" EAST ALONG THE SOUTHERLY RIGHT OF WAY OF SAID EAST FREMONT PLACE FOR A DISTANCE OF 204.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 5,531 SQUARE FEET OR 0.1270 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

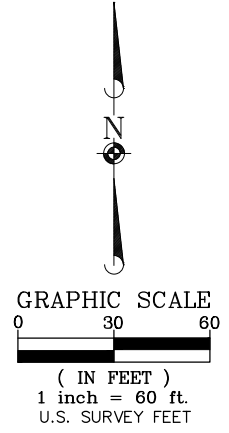
JASON W. WINIECKI, P.L.S. 38814  
FOR AND ON BEHALF OF MANHARD CONSULTING  
7600 E. ORCHARD ROAD, SUITE 150-N  
GREENWOOD VILLAGE, COLORADO 80111  
(303) 708-0500



Dwm Name: P:\Dymacco08\dwg\Surv\Final Drawings\Exhibits\Trail Easements\Work Area\DVM.ACC008-TEMP-CONST2.dwg Updated By: RPorter 8/11/2023 1:43 PM

# EXHIBIT A

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	37°11'44"	540.00'	350.56'	N71°13'42"W	344.44'
C2	37°25'20"	530.00'	346.17'	S71°06'54"E	340.04'



**EAST FREMONT PLACE**  
(60' PUBLIC R.O.W.) REC. NO. 2304663

N25°32'14"E  
10.22'

NORTHWESTERLY LINE  
OF DEED PARCEL  
RECEPTION NO. D7045318

**PARCEL**  
5,531 S.F. (0.1270 AC.)

DEED  
RECEPTION NO. D7045318

LOT 2, BLOCK 1  
ARAPAHOE AIRPORT CENTER  
JOINT VENTURE FILING NO. 5  
RECEPTION NO. R2304663

SOUTHWESTERLY LINE  
OF DEED PARCEL  
RECEPTION NO. D7045318

**POINT OF BEGINNING**  
NORTHEASTERN CORNER OF  
LOT 2, BLOCK 1

FOUND 1.5" ALUMINUM CAP  
STAMPED "JR ENG, LS 13258"  
IN A RANGE BOX

(BASIS OF BEARINGS)  
N75°02'20"E 337.84'

S89°49'34"E  
204.70'

S81°56'41"W  
414.24'

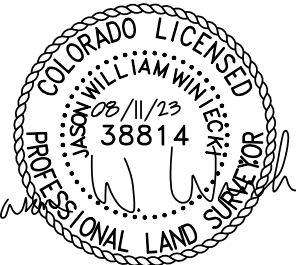
N89°49'34"W  
204.70'

S00°08'49"W  
10.00'

**POINT OF COMMENCEMENT**  
FOUND 1.5" ALUMINUM CAP  
STAMPED "JR ENG, LS 13258"  
IN A RANGE BOX

**EAST FREMONT AVENUE**  
(60' WIDE PUBLIC R.O.W.)  
RECEPTION NO. 2304663

**SOUTH POTOMAC STREET**  
RECEPTION NO. 2304663



FOR AND ON BEHALF OF  
MANHARD CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

**PART OF LOT 2, BLOCK 1, ARAPAHOE AIRPORT  
CENTER JOINT VENTURE FILING NO. 5  
CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO**

PROJ. MGR.:	JWW	SHEET <b>3</b> OF <b>3</b> DVM.ACC008.00
DRAWN BY:	RRP	
DATE:	08/11/23	
SCALE:	1" = 150'	