

Arapahoe County Project #2026-06-01
Location: 7900 S. Chambers Road
Assessor's Parcel No.: 2073-31-2-08-001

TRAFFIC SIGNAL EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, COUNTY OF ARAPAHOE a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 South Prince Street, Littleton , Colorado, 80120 (the "Grantor"), hereby grants, bargains, sells and conveys to the CITY OF CENTENNIAL, COLORADO, home municipality of the state of Colorado, whose address is 13133 E Arapahoe Road, Centennial, Colorado, 80112 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to survey, construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to: traffic signals, electric, underground telephone lines, and fiber conduit, and appurtenances thereto; and certain public signage; (collectively, the "Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises").

The Easement granted herein is subject to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have, and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, surveying, maintenance, repair, replacement and/or removal of the Improvements, to remove objects interfering therewith under paragraph 2 hereof, including but not limited to these items placed on the Premises, and to perform

general landscaping maintenance activities placed on the Premises (the “Authorize Uses”). The Grantor reserves the right to use and occupy the Premises for any purpose consistent with the rights and privileges granted herein and which will not interfere with or endanger any of the Grantee's facilities or improvements thereon or the use thereof.

2. The Grantor shall not construct or place any structure or building, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior consent of the Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Any structure or building, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom.

3. The Grantee shall, in perpetuity: (a) incur all costs and expenses associated with the Authorized Uses; (b) carry out all activities related to the Authorized Uses in a good, workmanlike and professional manner in accordance with applicable law and within normal, reasonable and acceptable industry practice; (c) minimize disturbance to the Premises; and (d) protect the Premises and the adjacent lands of Grantor over which the Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

4. Upon completion of its activities, the Grantee shall restore the Premises, including the surface of the ground and all landscaping, to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

5. Grantee shall have the right, subject to the Grantor's approval to which said approval shall not be unreasonably withheld, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably necessary. The Grantee agrees to minimize disruption of any adjoining premises and shall restore the adjoining premises to the condition it was in immediately prior to the entry by the Grantee.

6. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor shall not take any action, which would impair the lateral or subjacent support for the Improvements.

7. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein; provided, however, in no event shall such use be broader in scope than the Authorized Uses stated in this Easement. In addition, the Grantee shall have the right and authority to grant temporary construction easements or temporary license agreements to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Improvements as reasonably necessary.

8. The Grantee agrees that at such time and in the event that the Easement described herein is intentionally abandoned by action of the Grantee or any permitted assignee under paragraph 7 hereof, such Easement shall terminate, and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns. Upon occurrence of the events

described in the immediately preceding sentence, upon request by the Grantor, the Grantee shall execute a release of this Easement in a form recordable in the appropriate real property records.

9. The Grantor warrants, covenants, grants, bargains and agrees to and with the Grantee that the Grantor is well seized of the premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

10. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), including but not limited to asbestos, and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over, or beneath the Premises. Any hazardous, toxic, or flammable substances used by the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or other uses permitted within the Easement shall be utilized in a lawful manner and in compliance with all federal, state, and local requirements relating to protection of health or the environment.

11. The Grantee hereby assumes any risk involved with respect to the purpose for which the Easement is granted and, to the extent permitted by law, does hereby release and discharge the Grantor from any liability for loss, damage or injury incurred by Grantee its employees, agents, contractors, or subcontractors arising out of the Grantee's entry or presence upon the Premises or the Grantee's activities thereon pursuant hereto.

12. The Grantee shall notify an Arapahoe County Open Spaces representative prior to the commencement of major construction work on the Easement. For purposes of this Section 12, "major construction work" means any construction activity that: (a) involves heavy excavation, trenching, drilling, or underground construction activities; and (b) substantially changes the physical dimensions of the Improvements by either (i) increasing the traffic signal's existing height by more than ten (10) feet or percent, whichever is greater; or (ii) expanding the traffic signal's existing width by more than twenty feet.

13. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective, parties, their heirs, successors and permitted assigns.

(B) This Easement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, oral or written. This Easement may be modified by written amendment, only, executed by the Grantor and the Grantee. Without limiting the generality of the foregoing, the conduct of any of the parties hereto shall not be deemed a waiver or modification of this Easement.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

(D) The laws of the State of Colorado, without regard to conflicts of laws principles, shall govern this Easement. The venue for any dispute shall be the appropriate state court located in Arapahoe County, Colorado.

(E) If a term, provision, covenant, agreement or condition of this Easement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the same shall not affect any other portion of this Easement and the remainder shall be effective as though such term, provision, covenant, agreement, or condition had not been contained herein.

(F) Any party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedies in any instance shall not constitute or be deemed a waiver of any such provision, right or remedy in the absence of a signed writing by such party agreeing to such waiver.

(G) If any legal action nor any arbitration or other proceedings are brought for enforcement of this Easement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement, the successful or prevailing party, whether by final judgment or out-of-court settlement, is entitled to recover from the losing party all costs and expenses incurred therein, including reasonable attorneys' fees, expert witness fees and court costs.

Executed this _____ day of _____, 2026.

(Signature page to follow)

It Is So Agreed:

Grantor: Board of County Commissioners of the County of
Arapahoe

By: _____
Margina Pingnot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 26-056

Title: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by
_____, as _____ of
ARAPAHOE COUNTY, a body corporate and politic duly organized and existing under and by
virtue of the laws of the state of Colorado.

My commission expires _____. Witness my hand and official seal.

Signature

Name of Notary

Address of Notary

GRANTEE: _____

CITY OF CENTENNIAL, COLORADO

By: _____
Matt Sturgeon, City Manager

ATTEST:

APPROVED AS TO FORM

City Clerk or Deputy City Clerk

For City Attorney's Office