

After recording, return to:

City of Centennial
City Attorney's Office
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2019 by County of Arapahoe, a Body Corporate and Politic of the State of Colorado, whose mailing address is 5334 Prince Street, Littleton, CO 80120, (“Grantor”), and the CITY OF CENTENNIAL, a Colorado home rule municipality, whose address is 13133 East Arapahoe Road, Centennial, CO 80112 (“City” or “Grantee”). City and Grantor are collectively referred to herein as (the “Parties”).

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby conveys, transfers, and delivers to the Grantee, its employees, authorized permittees, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors and assigns, a Temporary Construction Easement (the “Temporary Construction Easement”) on, across, under and through the real property in Arapahoe County described in Exhibit A attached hereto and incorporated by this reference, (the “Easement Property”) to facilitate the City’s construction of a recreation trail and related improvements (the “Project”).

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Easement Property and for Grantee’s use of the Easement Property to do all things reasonably necessary to construct and install the Project including, but not limited to, access, excavating and moving earth and the stockpiling and storage of construction materials, soil, equipment and vehicles. Grantee shall not store construction materials or equipment in a manner that will impair the visibility of any motor vehicle entering or exiting the Arapahoe County Sheriff’s Office entry located immediately to the east of the Easement Property along East Broncos Parkway. Upon expiration of the Temporary Construction Easement, the Grantee shall restore the Easement Property to substantially the same condition it was in prior to Grantee’s use. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until October 31, 2020 or until the Project has been completed, whichever first occurs. The City may extend the Temporary Construction Easement until April 1, 2021 by giving written notice to Grantor on or before September 30, 2020.

2. During Grantee’s construction activities, the Parties agree that access to the Easement Property shall be limited. Grantor or any person claiming through Grantor shall only have access to the Easement Property upon invitation of Grantee or by written approval of Grantee’s Community Development Director.

3. Upon termination of this Agreement, all covenants in this instrument are released and the Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement.

4. The Temporary Construction Easement shall allow the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Easement Property during the construction of the Project.

5. Grantor covenants and agrees that it has good title to the Easement Property and that it has good and lawful right to grant this Temporary Construction Easement to the City.

6. Grantor reserves all rights attendant to its ownership of the Easement Property, including but not limited to the use and enjoyment of the Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

7. Nothing in this Easement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

8. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: Arapahoe County
 Attn: County Attorney
 5334 S. Prince St.
 Littleton, CO 80120

If to Grantee: City of Centennial
 Attn: Community Development Director
 13133 East Arapahoe Road
 Centennial, CO 80112

With a copy to: City of Centennial
 City Attorney
 13133 East Arapahoe Road, Suite 100
 Centennial, CO 80112

9. This Agreement represents the entire agreement between the Grantor and the City as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the City Manager and the Grantor.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Arapahoe, Colorado.

11. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Temporary Construction Easement Agreement on the date first written above.

GRANTOR

Arapahoe County, a political subdivision of the State of Colorado_____

By: _____
Name: Shannon Carter
Director, Open Spaces & Intergovernmental Relations
Title: Pursuant to Resolution No. 190049

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of _____.

My commission expires: _____

Notary Public

GRANTEE

CITY OF CENTENNIAL, a Colorado home rule municipality

By:

Matt Sturgeon, City Manager
(pursuant to Sec. 2-2-130(b)(2) of the
Centennial Municipal Code)

EXHIBIT A
LOT 1, DOVE VALLEY BUSINESS PARK SUBDIVISION FILING NO. 18,
COUNTY OF ARAPAHOE, STATE OF COLORADO