

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement"), is entered into and effective as of this ____ day of _____, 2022 (the "Effective Date"), by and between MEADOWBROOK CROSSING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Grantor"); CROSSROADS METROPOLITAN DISTRICT NO. 1, a quasi-municipal and political subdivision of the State of Colorado (the "District"), COLORADO SPRINGS EQUITIES LLC, a Colorado limited liability company (the "Company"), and the EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (the "County," and together with the District and the Company, the "Grantees"). The Grantor and Grantees are sometimes collectively referred to herein as the "Parties" and each of the Parties is sometimes singularly referred to herein as a "Party."

RECITALS

WHEREAS, the Grantor is the fee owner of that certain real property located in El Paso County, Colorado, and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Grantees desire to obtain an easement from the Grantor with respect to portions of the Property to allow for the Grantees to access the Property from time to time in order to perform construction and installation and continued operation, maintenance, inspection, repair, alteration, and replacement of certain public improvements to be constructed on portions of the Property; and

WHEREAS, the Grantor is willing to grant such easement in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged and confessed by the Parties, the Grantor and Grantees agree as follows:

AGREEMENT

1. **Grant of Easement.** The Grantor hereby establishes and grants to the Grantees, their officers, directors, employees, contractors, agents, and assigns, a temporary, non-exclusive easement ("Easement") upon, over, above, under, and across the portions of the Property identified on **Exhibit B** (the "Easement Area") for the purpose of access and for the construction, reconstruction, operation, and maintenance ("Activities") of certain public improvements and appurtenances located within the Easement Area ("Improvements"). Nothing in this Agreement shall be deemed to obligate any or all of the Grantees to undertake or be financially responsible for the Activities or the Improvements. The term of this Agreement shall expire upon the completion of the final alignment of Meadowbrook Parkway with Peterson Road in El Paso County.

2. **Ingress and Egress.** Grantees shall have and exercise a temporary right of ingress and egress upon the Property for the full use of the Easement for the purpose of performing the Activities related to the Improvements.

3. **Restrictions on Easement.** This is a private and non-exclusive easement in favor of the Grantees. Except as provided herein, no third party shall have the right to undertake any Activities or in any way modify the Improvements unless the Grantees agree in writing to allow the same, which the Grantees may in their sole discretion grant or deny. During the term of this Easement, the Grantees agree that it shall not permit, cause, or allow the introduction onto or into the Easement Area of any hazardous materials or other substances which may cause environmental damage to the Property.

4. **Grantor Responsibilities.** The Grantor agrees that access to the Easement Property will be maintained through construction without interruption. The Grantor shall not construct or place any structure or fixture, whether temporary or permanent, within the Easement Area without having first obtained the prior written consent of the Grantees, which consent shall not be unreasonably withheld, conditioned, or delayed. The Grantees may remove any such structure or fixture, whether temporary or permanent, placed within the Easement Area without such prior written consent without liability for damages arising therefrom.

5. **Termination.** The Grantees may terminate this Agreement prior to the expiration of the term identified in Section 1 hereof by providing written intention to terminate or notice of abandonment to the Grantor. Termination of this Agreement shall be effective upon the delivery by the Grantees to the Grantor of notice in accordance with Section 11.

6. **Covenants of Grantor.** In exercising the rights granted hereunder, the Grantor covenants and agrees to and with Grantees that Grantor, in fee simple, subject to real property taxes, special assessments, if any, and other recorded or unrecorded encumbrances or instruments affecting the Property and has full right, title, and authority to grant the Easement, and that this grant is effective to grant and convey to Grantees the Easement. Further, the Grantor covenants, agrees, and warrants that it will cooperate with the Grantees in ensuring the Property is to be held in the quiet and peaceable possession of the Grantees against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under Grantor.

7. **Use of Easement Area.** The Grantor reserves the right to use the Property for any purposes that do not interfere with the granted easement uses herein.

8. **Insurance.** At all times during the term of this Agreement, the Parties shall carry and maintain, at each Party's own expense, bodily injury and property damage liability insurance with a combined single occurrence limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The Grantees shall provide the Grantor with a certificate of insurance evidencing such coverage upon the Grantor's request.

9. **Severability.** In the event any provision of this Agreement, or the application of such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons, entities, or circumstances other than those as to

which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

10. **Assignment or Amendment to Easement.** This Agreement may be amended only by a written instrument executed by the Parties. This Agreement may be assigned by the Grantees to any subsequent governmental entity without approval or consent of Grantor; provided, however, that the Grantees shall give Grantor written notice prior to any such assignment.

11. **Notices.** All notices, demands, or advices required or permitted to be given by or pursuant to this Agreement, shall be given in writing in the English language. All such notices and advices shall be: (i) delivered personally, (ii) sent by email to the appropriate email address set forth below provided receipt is acknowledged by the addressee by email originated by the addressee or other written means, (iii) delivered by facsimile, provided that delivery is acknowledged by such transmission, (iv) delivered by U.S. Registered or Certified Mail, Return Receipt Requested, or (v) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given (i) the first business day following the date of delivery if delivered personally, by facsimile, or by email, (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt by the addressee if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and advices and all other communications related to this Agreement shall be given as follows:

If to the Grantor:	Meadowbrook Crossing Metropolitan District c/o CliftonLarsonAllen LLP 8390 E. Crescent Parkway Greenwood Village, CO 80111 Email: _____
If to the District:	Crossroads Metropolitan District No. 1 Attn: Russell Dykstra 1700 Lincoln Street, Suite 2000 Denver, CO 80203 rdykstra@spencerfane.com
If to the Company:	Colorado Springs Equities LLC 90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903 Email: _____
If to the County:	Board of County Commissioners of El Paso County 200 S. Cascade Avenue Colorado Springs, CO 80903 Email: _____

or to such other address as the Party may have furnished to the other Party in accordance

herewith, except that notice of change of addresses shall be effective only upon receipt.

12. **Governing Law.** This Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions), of the State of Colorado.

13. **Covenants Run with the Land.** The terms of this Agreement and all easements, rights, and duties established by this Agreement shall constitute covenants running with, and shall be appurtenant to, the land affected hereby. All terms of this Agreement and all easements established by this Agreement shall inure to the benefit of and be binding upon the Parties which have an interest in the benefited or burdened land and their respective successors and assigns in title. This Agreement is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

14. **No Waiver of Governmental Immunity.** The Grantor, the District, the County, and their respective directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as the same may be amended from time to time.

15. **Prevailing Party.** In any action brought by a party hereto (or such party's mortgagee), to enforce the obligations of the other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such prevailing party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

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

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as President of Meadowbrook Crossing Metropolitan District.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

GRANTEE:

CROSSROADS METROPOLITAN DISTRICT NO. 1,
a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as President of Crossroads Metropolitan District No. 1.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

COLORADO SPRINGS EQUITIES LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of Colorado Springs Equities LLC.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

By: _____
_____, Chair

By: _____
County Clerk and Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of the Board of County Commissioners of El Paso County.

My Commission Expires:_____

DN 6144643.1

EXHIBIT A



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**PARENT PARCEL
EXHIBIT A
(NOT TO BE CONVEYED)**

LEGAL DESCRIPTION:

TRACT E, "MEADOWBROOK CROSSING FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 218714112 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

EXHIBIT B



212 N Wahsatch Ave, Ste 305
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

**TURNAROUND EASEMENT
EXHIBIT B**

LEGAL DESCRIPTION:

THE SOUTHERLY 35.00 FEET OF TRACT E, "MEADOWBROOK CROSSING FILING NO. 1" AS RECORDED UNDER RECEPTION NO. 218714112 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEING LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING THE SOUTHWEST CORNER OF SAID TRACT E;
THENCE N03°55'21"E ALONG EAST LINE OF LOT 1, "SOFTBALL WEST SUBDIVISION NO. 2" AS RECORDED IN PLAT BOOK T-3 AT PAGE 112 OF EL PASO COUNTY RECORDS, 35.09 FEET;
THENCE N89°43'00"E A DISTANCE OF 170.80 FEET TO THE WEST LINE OF TRACT D, "MEADOWBROOK CROSSING FILING NO. 1";
THENCE S00°17'00"E ALONG SAID WEST LINE, 35.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF MEADOWBROOK PARKWAY AS DEDICATED BY SAID PLAT;
THENCE S89°43'00"W ALONG SAID LINE, 173.37 FEET TO THE POINT OF BEGINNING.

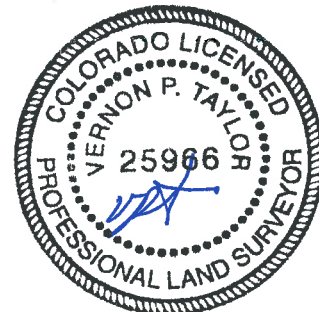
SAID PARCEL CONTAINS A CALCULATED AREA OF 6,023 SQUARE FEET (0.138 ACRES, MORE OR LESS).

BASIS OF BEARINGS: A PORTION OF THE EASTERLY LINE OF "SOFTBALL WEST SUBDIVISION NO. 2" RECORDED IN PLAT BOOK T-3 AT PAGE 112 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED ON THE SOUTH WITH A NO. 4 REBAR, FROM WHICH A NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "RAMPART PLS 32820" BEARS N03°58'20"E A DISTANCE OF 1,170.16 FEET.

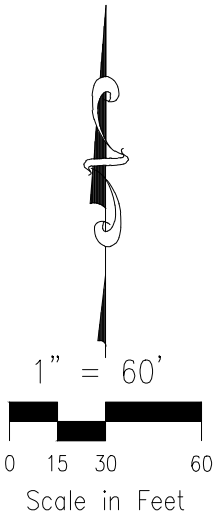
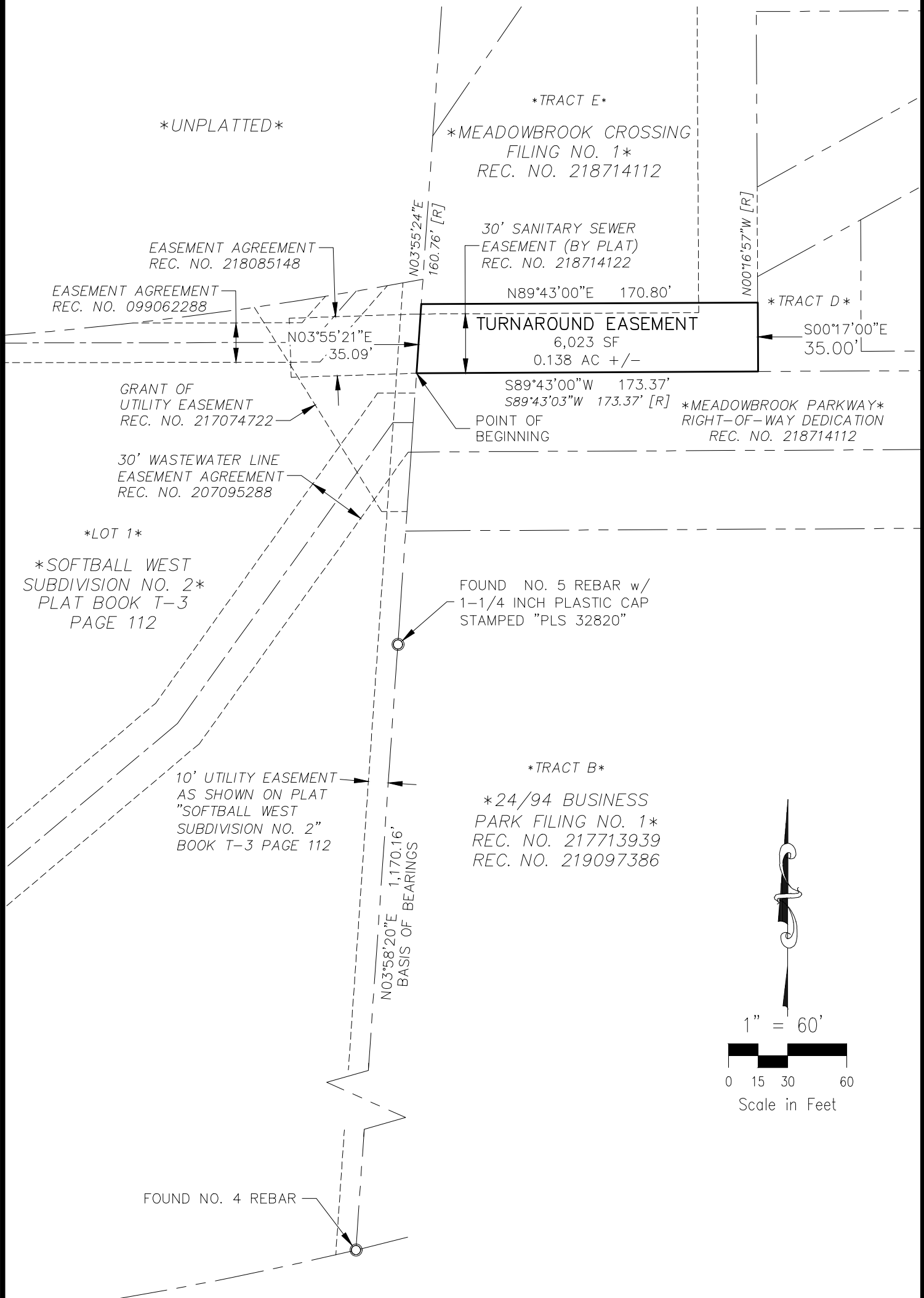
PREPARED BY:


VERNON P. TAYLOR, COLORADO P.L.S. NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC

2/8/2022
DATE



TURNAROUND EASEMENT
EXHIBIT "B"



NOTES:

THIS SKETCH IS INTENDED FOR
LEGAL DESCRIPTION ONLY.
THIS SKETCH IS NOT INTENDED
TO REPRESENT A LAND SURVEY
PLAT NOR AN IMPROVEMENT
LOCATION SURVEY PLAT.

TURNAROUND EASEMENT
EXHIBIT "B"
JOB NO. 18-003
DATE PREPARED: 02/08/2022
DATE REVISED:



212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485