

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE- Vollmer S. of Marksheffel

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“AGREEMENT”) is made this _____ day of _____, 20____, between **SR LAND, LLC.**, whose mailing address is 20 Boulder Crescent, Suite 200 Colorado Springs, CO 80903, hereinafter called the Grantor(s), for and in consideration of the sum of TEN DOLLARS and No Cents (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Grantee”), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the end of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: road construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket any disturbed area.

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

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Signature Page Follows

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-Vollmer S. of Marksheffel

GRANTOR: SR LAND, LLC.

NAME: James Morley

By: James Morley
James Morley, Manager

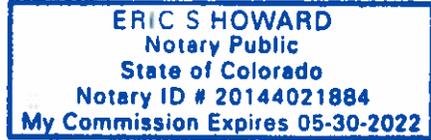
State of Colorado)
County of EL PASO) ss

The foregoing instrument was acknowledged before me this 6th day of OCTOBER, 2021, by James Morley, Manager, SR Land, LLC.

Witness my hand and official seal.

Eric S Howard

Notary Public



My commission expires: May 30, 2022

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
County Clerk and Recorder

By: _____
Stan VanderWerf, Chair

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Stan VanderWerf as Chair of the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A



JR ENGINEERING

TEMPORARY CONSTRUCTION EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THOSE PROPERTIES RECORDED UNDER RECEPTION NO. 221098378 AND NO. 221096379 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHEAST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTH QUARTER CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "LS 10376 2006", BEARING S89°09'33"W.

COMMENCING FROM THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S89°07'47"W A DISTANCE OF 4,229.35 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON SAID SOUTH LINE, S89°14'13"W A DISTANCE OF 66.19 FEET;

THENCE DEPARTING SAID SOUTH LINE, THE FOLLOWING THREE (3) COURSES:

1. N40°11'01"E A DISTANCE OF 334.74 FEET;
2. N43°47'38"E A DISTANCE OF 200.36 FEET;
3. N40°21'26"E A DISTANCE OF 243.08 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT 160' ACCESS AND UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 214100441 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON SAID SOUTHERLY EASEMENT LINE, S49°38'29"E A DISTANCE OF 36.60 FEET;

THENCE DEPARTING SAID SOUTHERLY EASEMENT LINE, S40°10'49"W A DISTANCE OF 734.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 33,368 SQUARE FEET OR 0.7680 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, ROBERT B. MICHELSON, 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.

ROBERT B. MICHELSON, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 30109
FOR AND ON BEHALF OF JR ENGINEERING, LLC



7200 S Alton Way, Suite C400, Centennial, CO 80112
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9/29/2021

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