

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between, Airpark Village, LLC, a Colorado Limited Liability Company, whose address is 1593 S. Jamaica St., Aurora, Colorado 80012, ("GRANTOR"), and the City of Greeley, a Municipal corporation, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 ("GRANTEE").

GRANTOR, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a temporary construction easement on and under the property as per the Property Description and Exhibit Map attached hereto and incorporated herein by this reference, located in Larimer County, Colorado ("Easement"); for the purposes of :

1. Surveying, locating, installing and constructing a buried water pipeline on lands adjacent to the Easement, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Easement that might interfere with GRANTEE'S activities on the Easement; and
3. Access for purposes of surveying, locating, installing and constructing a buried water pipeline across property owned by the GRANTOR that is contiguous to the Easement with the GRANTOR'S consent, which consent shall not be unreasonably withheld.

This Easement shall begin on the date set out above and shall terminate upon completion of construction or one year from the date set out above, whichever occurs first.

During the term of this Easement GRANTOR shall not place, erect, install or permit any above or below ground building, structure or other obstruction on the Easement that may interfere with the GRANTEE'S activities on the Easement hereunder.

The GRANTEE shall:

4. Insofar as practicable, restore the surface of the ground to its condition prior to GRANTEE'S activities on the Easement;
5. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to GRANTEE'S activities

on the Easement; and

- 6. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement.

GRANTOR warrants, represents, and covenants that the former airport has ceased operations and is hereafter prohibited from resuming same by the zoning regulations applicable to the property subject to the Easement as well as by the Findings of Fact, Analysis and Orders Granting Defendants' Renewed Motion for Summary Judgment entered by the Larimer County District Court on November 5, 2008 in Case No. 2006 CV 958, and recorded November \_\_\_\_\_, 2008 at Reception No. \_\_\_\_\_ of the records of the Larimer County Clerk and Recorder, and that GRANTOR has taken action to prevent any further take-offs and landings by third parties, including partial destruction of the runway and obstructing the high speed taxiway. GRANTOR further covenants to take other reasonable action to prevent any parties from operating aircraft on the Easement or adjacent property owned by GRANTOR, or in response to any claim of right to same, as necessary to prevent interference with GRANTEE's exercise of rights hereunder. Such covenants shall burden, attach to and run with the property subject to the Easement and shall be binding upon GRANTOR's successors, assigns and any other persons who acquire an ownership or leasehold interest in all or part of such property; such covenants also shall benefit, attach to and run with the Easement, and shall inure to the benefit of GRANTEE's successors, assigns and any other persons who acquire an ownership interest in the Easement.

GRANTOR agrees to indemnify and hold harmless GRANTEE, its agents, employees, and contractors, from all claims and liability for damages or injury (including costs and reasonable attorneys fees) which might be brought against GRANTEE by the Plaintiffs, or any of them, now named in the Larimer County District Court action in Case No. 2006 CV 958, their successors and assigns, arising under the claim of easement rights they have asserted in the lawsuit.

GRANTOR warrants and will forever defend the title to the Easement.

**GRANTOR: Airpark Village, LLC**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO)

) ss.

COUNTY OF \_\_\_\_\_ )

Acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

by \_\_\_\_\_

WITNESS MY HAND AND MY SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Accepted By City of Greeley Water & Sewer Department:

Name: \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_