

# Exhibit 4

## TEMPORARY EASEMENT AGREEMENT

**DATE:**

June 16, 2020, 2019.

**GRANTORS:**

**MAPLE GROVE LAND LIMITED PARTNERSHIP**, a Minnesota limited partnership, **RICHARD PUTNAM**, and **WAYNE E. BROWN FAMILY, LLC**, a Minnesota limited liability company, 1175 Crystal Valley Parkway, Castle Rock, Colorado 80104.

**GRANTEE:**

**TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

### RECITALS

Grantee has determined that it needs to acquire a temporary construction easement ("Temporary Easement") over property owned by Grantors, and the parties have agreed to the terms and consideration for the grant of the Temporary Easement.

### GRANT

Grantors, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantors, grants to Grantee, its successors and assigns, the Temporary Easement over the property located in Douglas County, Colorado described in the attached *Exhibit A* ("Easement Property").

### TERMS

1. Grantee is undertaking the construction of certain municipal waterline improvements adjacent to the Easement Property as part of the Bell Mountain Waterline Project ("Project").
2. Grantors represent to Grantee that Grantor are the record owner of the Easement Property and that Grantors have the authority to grant the Temporary Easement.
3. The purpose of the Temporary Easement is to allow Grantee, its employees, contractors and agents access to the Project over the Easement Property and construct the Project on the adjacent property owned by Grantee. The Temporary Easement shall commence upon the date Grantee gives notice to Grantor of its intent to commence construction of the Project and terminate 18 months thereafter, or upon completion of the project, whichever event occurs first.

4. All activity permitted under this Temporary Easement shall be maintained within the Easement Property boundaries. Prior to the expiration of the Temporary Easement, the surface of the Easement Property shall be restored by Grantors, to the extent practicable, to its pre-existing condition, in accordance with the Project plans. All such construction and maintenance undertaken by Grantee on the Easement Property shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

5. Grantors shall not make any use of the Easement Property which will materially interfere with Grantee's use and enjoyment of the Temporary Easement.

6. To the extent permitted by law, Grantee shall indemnify Grantors from any and all liability, costs or expenses incurred as a result of Grantee's use of the Easement Property under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the Temporary Easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

7. Any breach of this agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

# GRANTORS:

MAPLE GROVE LAND LIMITED PARTNERSHIP

By: James Development Company, General Partner  
James Peterson

Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 8th day of May, 2020 2019 by James Peterson as President for Maple Grove Land Limited Partnership, a Minnesota limited partnership.

Witness my official hand and seal.  
My commission expires: 6-1-2022

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

(SEAL)

Nancy Schield  
Notary Public

RICHARD PUTNAM

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Richard Putnam.

Witness my official hand and seal.  
My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

**WAYNE E. BROWN FAMILY, LLC**

By: [Signature]  
Its: [Signature]

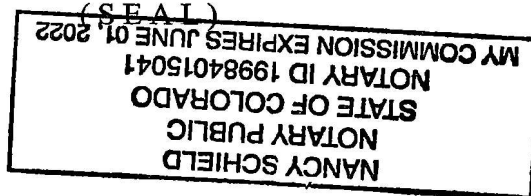
STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May 2020, by Gregory W Brown as Chief Manager for Wayne E. Brown Family, LLC, a Minnesota limited liability company..

Witness my official hand and seal.  
My commission expires: 6-1-2022

(SEAL)

Nancy Schield  
Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

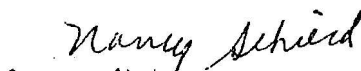
  
RICHARD PUTNAM

STATE OF Colorado )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 8th day of May, 2019, by Richard Putnam  
2020

Witness my official hand and seal  
My Commission expires 6-1-2022

NANCY SCHIELD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984015041  
MY COMMISSION EXPIRES JUNE 01, 2022

  
Nancy Schield  
Notary Public

WAYNE E. BROWN FAMILY, LLC

He \_\_\_\_\_  
It \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ for Wayne E. Brown Family, LLC, a Minnesota limited liability company.

Witness my official hand and seal  
My Commission Expires \_\_\_\_\_

(SEAL)

Unofficial Copy





30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LYING IN THE NW  $\frac{1}{4}$  OF SECTION 36,  
TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF DOUGLAS, STATE OF COLORADO.

COMMENCING AT THE NW CORNER OF SECTION 36, TOWNSHIP  
8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF  
DOUGLAS, STATE OF COLORADO THENCE S 45°54'41"E, A  
DISTANCE OF 28.36 FEET TO A LINE 20.00 FEET SOUTH OF AND  
PARALLEL WITH THE NORTH LINE OF THE NW  $\frac{1}{4}$  OF SECTION 36  
AND THE POINT OF BEGINNING; THENCE N 89°14'58"E PARALLEL  
WITH SAID NORTH LINE, A DISTANCE OF 1452.11 FEET; THENCE  
S 34°15'58"W, A DISTANCE OF 36.63 FEET TO A LINE 50.00 SOUTH  
OF AND PARALLEL WITH SAID NORTH LINE; THENCE S 89° 14'58"  
W COINCIDENT WITH SAID PARALLEL LINE, A DISTANCE OF  
1400.92 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL  
WITH THE WEST LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 36;  
THENCE S 01°04'20" E COINCIDENT WITH SAID PARALLEL LINE, A  
DISTANCE OF 1013.82 FEET; THENCE N 67°04'24" W, A DISTANCE  
OF 32.84 FEET TO A LINE 20.00 FEET EAST OF AND PARALLEL  
WITH THE WEST LINE OF THE NW  $\frac{1}{4}$  OF SAID SECTION 36;  
THENCE N 01°04'20" W COINCIDENT WITH SAID PARALLEL LINE,  
A DISTANCE OF 1030.63 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 73462 SQ.FT. OR 1.686 ACRES, +/-.

BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 36  
WHICH BEARS: N 89°14'58" E

AS ILLUSTRATED ON SHEET 2 OF 2 ATTACHED HERETO AND  
MADE A PART THEREOF.

PREPARED FOR AND ON  
BEHALF OF WSB BY  
JOSEPH W. STICE iii, PLS  
720-280-7955  
JSTICE@WSBENG.COM



RIDGE ESTATES

30' CONSTRUCTION EASEMENT

LOCATED IN THE NW  $\frac{1}{4}$ , SEC. 36  
T. 8 S./ R 67 W, 6TH PM  
DOUGLAS COUNTY, COLORADO

DRAWN BY: JWS	SCALE: 1"=400'	R.O.W. FILE NUMBER:
CHECKED BY: JWS	DATE: 06.05.19	JOB NUMBER: 011593-000