

TEMPORARY EASEMENT AGREEMENT
(Jewell/Evans Pedestrian Bridge)

THIS TEMPORARY EASEMENT AGREEMENT (“**Agreement**”) is granted, as of the Effective Date, by the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“**Grantor**” or “**City**”), to HAMON INFRASTRUCTURE, INC., a Colorado corporation, whose address is 5670 Franklin Street, Denver, CO 80216 (“**Grantee**”).

In consideration of the sum of **FIVE HUNDRED EIGHTY THREE AND 92/100 DOLLARS (\$583.92)** and the covenants and agreements set forth below, Grantor sells, conveys, transfers, and delivers to Grantee, and its successor and assigns, a temporary nonexclusive easement (“**Temporary Easement**”) for use of the real property described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Temporary Easement Area**”), for the construction of the Jewell/Evans Pedestrian Bridge (“**Project**”) and related improvements and appurtenances, upon, through, over, under, and along the Temporary Easement Area, subject to and in accordance with the following terms and covenants:

1. The term of this Agreement and the Temporary Easement granted herein will commence on the Effective Date and will terminate four (4) months after the Effective Date.

2. Grantee shall cause its contractors to return the Temporary Easement Area free from all construction debris and in a condition meeting the requirements set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

3. This Agreement and the Temporary Easement granted herein allow Grantee, and its respective successors, assigns contractors, consultants, subcontractors, sub-consultants, materialmen, suppliers, and workers, to perform construction and related activities on the Temporary Easement Area, limited to and consisting of the following activities: (a) perform construction activities for the Project; (b) enter on and have access to the Temporary Easement Area; (c) store materials and equipment; (d) operate construction equipment; (e) perform utility work; (f) remove and replace asphalt and concrete, grading, paving, and landscaping; and (g) perform any other work incidental to the construction of the Project.

4. Grantee shall not place, erect, or install, or permit to be placed, erected, or installed, any building, structure, or other above or below ground permanent improvement or obstruction within the Temporary Easement Area without the prior written consent of the City’s Executive Director of the Department of Transportation and Infrastructure or such Director’s designee (collectively, the “**DOTI Director**”) and City’s Executive Director of the Department of Parks and Recreation or such Director’s designee (the “**DPR Director**”).

5. In the event the terms of this Agreement are violated by Grantee, at the election of City, Grantee shall immediately correct or cause to be corrected any violations or City may correct or cause to be corrected any violations at Grantee’s sole expense. If City elects to correct, or causes

to be corrected, the violation(s), Grantee shall reimburse City, within thirty (30) days after receipt of an invoice, for all costs incurred in the correction and in enforcing the terms of this Agreement.

6. Grantor reserves all rights attendant to its ownership of the Temporary Easement Area, including without limitation: (a) the right to the use and enjoyment of the Temporary Easement Area for all purposes so long as such uses are consistent with, and do not impair, any grant or provision herein; and (b) the right to sell and convey Grantor's property or any portion of it subject to this Agreement and the Temporary Easement granted herein.

7. Any obligations of Grantor under this Agreement, whether direct or contingent, extend only to funds appropriated or otherwise lawfully made available by the Denver City Council for the purpose of this Agreement and paid into the Treasury of the City.

8. All notices provided for herein must be in writing and personally delivered, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, or sent by, nationally-recognized commercial courier, such as FedEx, Notices delivered personally are effective when delivered. Notices sent by certified or registered mail or sent electronically are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Grantee:

Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Attention: Director of Real Estate
and

Department of Transportation and Infrastructure
201 West Colfax Avenue, Department 506
Denver, Colorado 80202
Attention: Executive Director

With copies of default and similar notices to:

Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

and

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Grantor:

Hamon Infrastructure, Inc.
5670 Franklin Street
Denver, CO 80216
Attention: Brad Davis, President

9. This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other modification has any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the parties. No oral representation of any kind preceding the Effective Date of this Agreement by any officer, employee, or agent of Grantor at variance with the terms and conditions of this Agreement, or with any written amendment to this Agreement, shall have any force or effect nor bind Grantor.

10. This Agreement is subject to and is to be construed in accordance with the laws of the State of Colorado, the Denver Charter and the Denver Municipal Code, which are incorporated into this Agreement by this reference. Venue for any action arising out of this Agreement will be in the District Court for the City and County of Denver.

11. Grantee shall indemnify, defend and hold harmless City from any and all claims, damages, fines, judgements, penalties, costs, liabilities or losses arising from the environmental condition of the Temporary Easement Area, including, without limitation, the placement, disturbance, or use any hazardous material, substance or waste by Grantee or any of its agents, employees, subcontractors, or suppliers.

12. During the term, this Agreement and the Temporary Easement granted herein shall run with the land, and the benefits and burdens hereof shall inure to and be binding upon the parties hereto and their respective successors and assigns without further action.

13. This Agreement is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender-neutral pronoun.

b. The words "party" and "parties" refer to a named party in this Agreement and such party's permitted successors and assigns.

c. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance, means that statute, regulation, charter or code provision, or ordinance, as amended or supplemented from time to time and any corresponding provisions of successor laws, statutes, regulations, charter or code provisions, or ordinances.

14. Grantee consents to the use of electronic signatures by City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by City in the manner specified by City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

15. The parties understand and agree that City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

16. No elected official, director, officer, agent or employee of City, nor any director, officer, employee or personal representative of Grantor, shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

17. Grantee represents that to the best of its information and belief, no officer or employee of City is either directly or indirectly a party or in any manner interested in this Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

18. The "Effective Date" of this Agreement shall be the date of Grantor's full execution of this Agreement and delivery of same to Grantee.

19. This Agreement shall be recorded in the real property records of the City and County of Denver.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

FINAN-202684407-00
HAMON INFRASTRUCTURE, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202684407-00
HAMON INFRASTRUCTURE, INC.

By: see vendor signature page attached

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT "A"
PROJECT NUMBER: IXFCU 085-2(11)
PARCEL NUMBER: TE-5
1801 S. HURON ST
SHEET 1 OF 2

LEGAL DESCRIPTION

A parcel of land containing 0.1340 acres, more or less, lying in the SW ¼ of Section 22, Township 04 South, Range 68 West, of the 6th Principal Meridian, City & County of Denver, State of Colorado, said parcel being 10 feet in width along the North line of W. Jewell Ave. described as follows:

Commencing at the CCD Range Point at W. Jewell Ave and S. Elati St, a 4"x4" concrete monument with rebar in a range box, thence, N81°12'34" E, a distance of 329.60 feet to a Brass Plug PLS 34579 at the intersection of the North line of W. Jewell Ave., and the West line of S. Santa Fe Dr. at the Southwest corner of CDOT Parcel 52A Rev. 4, recorded in City and County of Denver Clerk and Recorders Office at Reception No.1986076385, and the Point of Beginning;

Thence S89°55'38" W, along the north line of W. Jewell Ave, a distance of 580.00 feet;

Thence N00°04'22" W, a distance of 10.00 feet;

Thence N89°55'38" E, along a line 10.00 feet perpendicular distance North of said North line of W. Jewell Ave., a distance of 586.99 feet to a point on the West line of S. Santa Fe Ave.;

Thence along said West line, along the arc of a non-tangent curve to the right having a radius of 38.50 feet, a distance of 12.25 feet, (the chord of said arc bears S34°53'38"W, a distance of 12.20 feet) to the Point of Beginning;

Containing 0.1340 acres, 5,839 Square Feet more or less

Basis of bearing: bearings used hereon are based on a 20' range line on S. Elati St. between W. Jewell Ave. and W. Asbury Ave., being S00°04'10"E, as monumented at the north by a found 4" square concrete and rebar in range box and monumented at the south by a nail and washer PLS 23521 stamped range point.

Prepared by Wilson & Company, Inc.
Michael J. Lindquist, PLS 38666
303-501-1247
990 South Broadway, Suite 220
Denver, CO 80209



PARCEL: TE-5
 IXFCU_085-2(11)_SEC1_ROW
 ILLUSTRATION FOR
 EXHIBIT A

1" BRASS PLUG
 CDOT 255 PLS 38010
 CDOT PARCEL
 52A REV. 4
 L=12.25'
 R=38.50'
 CH=12.20'
 P.O.B. CB=S34°53'38"W
 BRASS PLUG PLS 34579

SURVAPP

OVERLAND PARK
 GOLF COURSE
 CITY OF DENVER

TE-5

5839 SF 0.1340 ACRES

N00°04'22"W
 10.00'

10.00'

N89°55'38"E 586.99'

N81°12'34"E 329.60'

W. JEWELL AVE.

S89°55'38"W 580.00'

S LINE OF THE SW1/4 SECTION 22

20' RANGE LINE

S. FOX ST.
 (60' PUBLIC R.O.W.)

BREENLOW PARK
 BLOCK 2

S00°04'10"E 640.11'

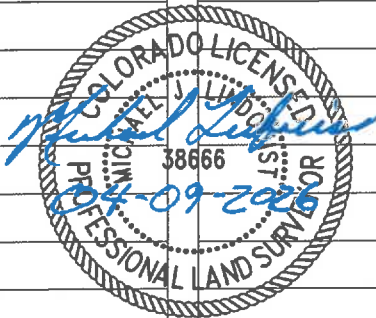
FND 4X4 CONC WITH REBAR
 P.O.C.

(BASIS OF BEARINGS)

S. ELATI ST.
 (60' R.O.W.)

BREENLOW PARK
 BLOCK 1

S SANTA FE DR.
 (PUBLIC R.O.W. VARIES)



FND AXEL

W. ASBURY AVE.
 (60' PUBLIC R.O.W.)

FND N&W RP PLS 23521

BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON A 20' RANGE LINE ON S. ELATI ST. BETWEEN W. JEWELL AVE. AND W. ASBURY AVE., BEING S00°04'10"E USING THE CITY AND COUNTY OF DENVER CONTROL COORDINATES, AS MONUMENTED AT THE NORTH BY A FOUND 4" SQUARE CONC AND REBAR IN RANGE BOX. AND MONUMENTED AT THE SOUTH BY A NAIL AND WASHER PLS 23521 STAMPED RANGE POINT.

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHT. NO:	2 OF 2
SCALE:	1" = 100'
DWN. BY:	TJB
DATE:	4/8/2026
CHK. BY:	
PROJ. MGR:	MJL
DATE:	4/9/2026
CLIENT APP:	

WILSON & COMPANY
 990 South Broadway Suite 220
 Denver, CO 80209
 Phone: 303-297-2976
 Fax: 303-297-2693

TE-5
 1801 S. HURON ST-TE
 CITY AND COUNTY OF DENVER
 STATE OF COLORADO

Exhibit B

Except as may be required to perform work, Grantee shall not damage, destroy or harm any improvements on or about the Easement Area, Denver Property, or other Denver-owned property. At the completion of the Grantee's work, Grantee shall and is solely responsible to promptly repair, replace or restore said damaged, destroyed or harmed improvements to a condition similar to or better than that which existed prior to the commencement of the Grantee's work as required in accordance with DPR's Planning, Design and Construction division's Design Standards and Specifications. The Design Standards and Specifications shall be provided to Grantee. DPR shall develop and coordinate the specific restoration work to be performed, including but not limited to required shut off of irrigation; restoration and repair (if needed) of irrigation; removal and reinstallation of all impacted fencing; resodding of all damaged grass; and replacement of removed trees (if any) in accordance with the City Forester's requirements.

DPR's Standards and Specification further requires a maintenance and establishment period of three (3) years, or until the DPR specifications for establishment are met, for the installation of vegetation, landscaping and soil; and further requires a warranty for the native vegetation, also for three (3) years. The maintenance period and warranty shall commence upon substantial completion of the Grantee's work. Such maintenance is typically performed by the contractor performing the construction work.