

MEMORANDUM OF AGREEMENT
WEST 72ND AVENUE – KIPLING ST. TO SIMMS ST. PROJECT (THE “PROJECT”)
PARCEL NO. RW-61, TE-61, RW-62, PE-62, TE-62

This MEMORANDUM OF AGREEMENT (this “Agreement”) is by and between THE CITY OF ARVADA, COLORADO, a Colorado municipal corporation (“Arvada”) and Lincoln Academy Charter School Building Corporation, a Colorado nonprofit corporation as to TE-61, TE-62 and PE-62, and Lincoln Academy, a Colorado nonprofit corporation and charter school as to RW-61, RW-62, TE-61, TE-62 and PE-62 (“Owner”), with a mailing address of 7180 Oak Street, Arvada, CO 80004.

1.0 PROPERTY AND PROJECT.

1.1 Owner represents and warrants that Owner owns certain real property located at 7180 Oak Street, Arvada, Colorado 80004, more particularly described in **Exhibit “A”** attached hereto (the “Property”).

1.2 Arvada is planning to commence the construction of the Project, which will involve the replacement, expansion, modification and construction of certain street, sidewalk, utility, drainage and detention, electrical, communications facilities, fiber and all fixtures and devices appurtenant thereto, and other roadway improvements. Arvada desires to enter into an agreement with the Owner to acquire, and/or obtain the right to use the Property (collectively, the “Property Interests”), for municipal purposes.

2.0 TERMS AND CONDITIONS.

2.1 Owner, as their interests appear, shall convey the Property Interest(s) to Arvada by execution of a special warranty deed, a permanent easement and a temporary construction easement (collectively, the “Conveyance Documents”) in substantially the form attached hereto as **Exhibit “B”**, upon tender by Arvada of **SIX HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$625,000.00)** (the “Purchase Price”). The Conveyance Documents shall be in a form approved by the City Attorney’s Office or by special counsel retained by Arvada to assist with securing the Property Interests.

2.2 The Purchase Price shall be delivered to Owner at closing upon delivery of the Conveyance Documents to Arvada on a mutually determined date, provided such date maintains Project schedule. Owner shall secure releases of all liens, judgments and encumbrances on the needed Property prior to closing. If not paid by Owner before closing, the Purchase Price will be reduced at closing by, if applicable, (a) all taxes (including prorated taxes for the current year) and special assessments for the current year and (b) the amount of any lien, judgment or encumbrance on the Property.

The Owner agrees that the Purchase Price is sufficient consideration and represents the total just compensation due to the Owner for the Owner’s conveyance of the Property Interests to Arvada.

2.3 Possession of the Property Interests shall be deemed to have been delivered to Arvada when it deposits the Purchase Price, as set forth above, into an escrow account for the benefit of the

Owner or on the date Owner executes the Conveyance Documents and receives the Purchase Price. If Owner subsequently interferes with, or otherwise attempts to prevent possession of the Property, Owner shall be subject to eviction and shall be liable for a daily rental of One Hundred Dollars (\$100.00) until possession is delivered to Arvada.

2.4 Time is of the essence hereof. If Owner is in default with respect to, breaches, or fails to perform one or more of the representations, covenants, warranties, or other terms of this Agreement, Arvada will have the right to exercise any remedy available at law or equity or under this Agreement including, without limitation, the right to terminate this Agreement or to seek specific performance.

3.0 EXHIBITS. All exhibits attached to this Agreement are incorporated herein by this reference, including the May 20, 2021 letter from Grantee to Grantor.

4.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

5.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings relating to the Conveyance Documents. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective upon execution by both parties.

DATED this ____ day of _____, 2021.

CITY OF ARVADA,
a Colorado municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

Attest:

Approved as to form

City Clerk

for Rachel A. Morris, City Attorney

ATTEST

OWNER

**Lincoln Academy Charter School
Building Corporation, a Colorado
nonprofit corporation**

By: Douglas Charles Neely, Secretary

By: Jeff Baucum, President

ATTEST

OWNER

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A
(Legal Descriptions)

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL B, DESCRIBED AT RECEPTION NO. 2013125159 IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

THENCE SOUTH 87°43'35" EAST, A DISTANCE OF 661.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF W. 72ND AVENUE, THE NORTHWEST CORNER OF SAID PARCEL, AND THE POINT OF BEGINNING;

THENCE NORTH 89°40'26" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 262.33 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT ON THE COMMON LINE OF SAID PARCEL AND A TRACT OR PARCEL OF LAND DESCRIBED IN BOOK 130 AT PAGE 355;

THENCE SOUTH 48°23'47" EAST ALONG COMMON LINE, A DISTANCE OF 37.41 FEET;

THENCE SOUTH 89°40'26" WEST, A DISTANCE OF 290.01 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL B AND PARCEL A, DESCRIBED AT RECEPTION NO. 2013125159;

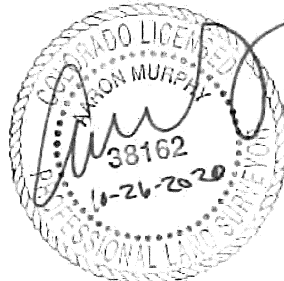
THENCE NORTH 00°40'03" WEST ALONG SAID COMMON LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,904 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



FILED: PL 11/23/2020 JAF & CHARTS: PARCEL 61, BOUNDING LAYOUT, LAYOUT
PLOTTER: MGN 11/23/2020 11:15:00A BY: JEREMY FELDER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 10/23/2020 PROJECT #: 181207

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 61
RIGHT-OF-WAY ACQUISITION

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.8311
HarrisKocherSmith.com

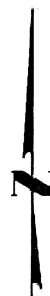
CHK'D BY: AWM
DRAWN BY: JAF

SHEET NO

1

1 OF 2

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



N 1/4 COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST $\frac{1}{16}$ COR. COMMON TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

BASIS OF BEARINGS N LINE NW 1/4 NE 1/4 SEC. 4 N89°40'26"E

$$\begin{array}{r} 587.43'35'' \\ \underline{661.39'} \\ 1 \end{array}$$

- POINT OF BEGINNING

W 72ND AVE

S48°23'47"E 37.41'

37.41'

N89°40'26"E 262.33'

S89°40'26"W 290.01'

RIGHT-OF-WAY ACQUISITION
-CONTAINS 6,904 SQUARE FEET
OR 0.16 ACRES ±

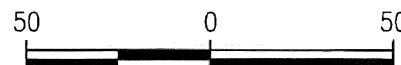
-N00°40'03"W 25.00'

PARCEL B
REC. NO. 2013125159

NE COR. SEC. 4,
T3S. R69W 6TH P.M.

NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS DOCUMENT IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE AND IS NOT TO BE USED AS ONE. THIS DOCUMENT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.
4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1"=50'

File Path: P:\91227\BIRNEY\LEGALS & EVENTS\PARCEL 61 BORING LAYOUT LAYOUT2
 10/2/2018 10:00 AM

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

[illegible]

EXHIBIT A

PARCEL-61
RIGHT-OF-WAY ACQUISITION



1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

QUEST NO.

2

OF

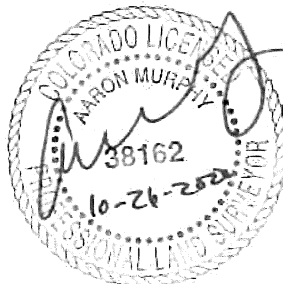
SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

COMMENCING AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33, TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

THENCE NORTH 89°40'26" EAST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



ISSUE DATE: 10/23/2020 PROJECT #: 181207

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 61

TEMPORARY EASEMENT

HARRIS KOCHER SMITH

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: DJH

SHEET NO.

1

1 OF 2

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

N 1/4 COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/6 COR. COMMON TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

BASIS OF BEARINGS N LINE NW 1/4 NE 1/4 SEC. 4

N89°40'26"E

S81°13'55"W 374.63'

W 72ND AVE

POINT OF BEGINNING

B 130
P 355

N89°40'26"E 290.01'

S89°40'26"W 275.62'

S48°23'47"E 7.48'

TEMPORARY EASEMENT
CONTAINS 4,685 SQUARE FEET
OR 0.11 ACRES ±

PARCEL B
REC. NO. 2013125159

**NE COR. SEC. 4,
T3S, R69W 6TH P.M.**

PARCEL A
REC. NO.
2013125159

N00°40'03"W 220.66'

S00°00'00"E 129.39'

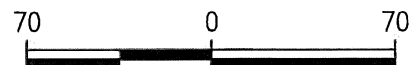
S00°00'00"E 86.36'

N90°00'00"W 9.34'

N90°00'00"W 8.08'

NOTES:

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4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1" = 70'

PLANNING, FIELDWORK, MEASUREMENTS & SURVEYING, LAYOUT, LAYOUT
NO. 1000
1120 LINCOLN STREET, SUITE 1000
DENVER, COLORADO 80203
P: 303 623 6300 F: 303 623 6311
HARRISKOCHERSMITH.COM

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 10/23/2020	PROJECT #: 181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 61
TEMPORARY EASEMENT

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: DJH

SHEET NO.

2

2 OF 2

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF PARCEL A DESCRIBED AT RECEPTION NO. 2013125159 IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);

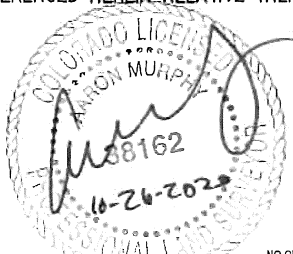
THENCE SOUTH 28°15'52" EAST, A DISTANCE OF 84.19 FEET THE POINT OF BEGINNING;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 119.30 FEET;
THENCE SOUTH 89°44'59" EAST, A DISTANCE OF 167.52 FEET;
THENCE NORTH 45°00'00" EAST, A DISTANCE OF 45.84 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 263.92 FEET;
THENCE NORTH 00°20'06" WEST, A DISTANCE OF 109.63 FEET;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°20'06" EAST, A DISTANCE OF 109.74 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 109.11 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.76 FEET;
THENCE SOUTH 89°43'09" WEST, A DISTANCE OF 102.84 FEET;
THENCE SOUTH 00°02'49" EAST, A DISTANCE OF 9.91 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 234.57 FEET;
THENCE SOUTH 59°59'07" WEST, A DISTANCE OF 91.75 FEET;
THENCE SOUTH 28°47'43" WEST, A DISTANCE OF 204.75 FEET;
THENCE SOUTH 89°19'57" WEST, A DISTANCE OF 74.81 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 12.61 FEET;
THENCE SOUTH 58°51'53" EAST, A DISTANCE OF 35.03 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 74.97 FEET;
THENCE SOUTH 53°09'36" WEST, A DISTANCE OF 30.87 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 112.87 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL A AND A TRACT OR PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2018051790;
THENCE SOUTH 89°40'26" WEST ALONG SAID COMMON LINE, A DISTANCE OF 5.00 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 115.37 FEET;
THENCE NORTH 53°09'36" EAST, A DISTANCE OF 30.87 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 69.65 FEET;
THENCE NORTH 58°51'53" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 358.86 FEET;
THENCE NORTH 47°04'05" EAST, A DISTANCE OF 6.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 50,968 SQUARE FEET OR 1.17 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE CENTRAL ZONE (0502) AND BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE), AND AT THE EAST SIXTEENTH CORNER COMMON TO SECTION 33 TOWNSHIP 2 SOUTH AND SECTION 4, TOWNSHIP 3 SOUTH RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BY A 3-1/4" ALUMINUM WITH ILLEGIBLE STAMPING, SAID LINE BEARING NORTH 89°40'26" EAST WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO.

PREPARED BY: AARON MURPHY
PLS 38162

ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

FILED IN: 11/26/2020 10:00 AM
COUNTY: JEFFERSON
RECORDS: 11/26/2020 10:00 AM
BY: JEREMY TELDER

ISSUE DATE:	PROJECT #:
10/26/2020	181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

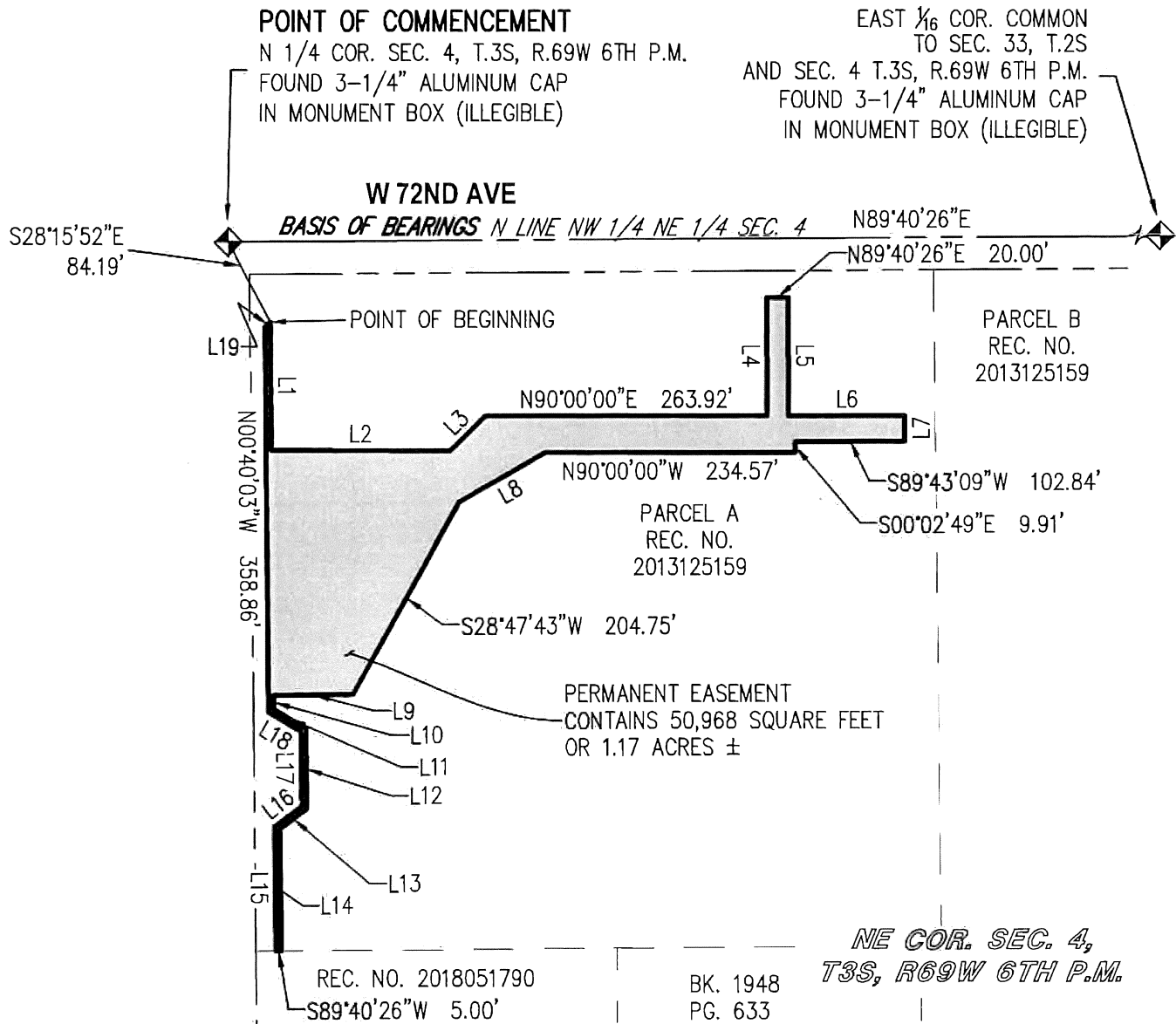
SHEET NO.

1

1 OF 3

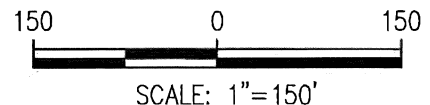
EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



NOTES:

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FILED BY: P:\181207\181207\LOCALS & EXHIBITS\PARCEL 62_PEGGING_LAYOUT.dwg
DATE: 10/26/2020 7:25:11A BY: JEFFREY FORDEN

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: JAF

SHEET NO.

2

OF 3

LINE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°40'03"E	119.30'
L2	S89°44'59"E	167.52'
L3	N45°00'00"E	45.84'
L4	N00°20'06"W	109.63'
L5	S00°20'06"E	109.74'
L6	N90°00'00"E	109.11'
L7	S00°00'00"W	23.76'
L8	S59°59'07"W	91.75'
L9	S89°19'57"W	74.81'
L10	S00°40'03"E	12.61'
L11	S58°51'53"E	35.03'
L12	S00°40'03"E	74.97'
L13	S53°09'36"W	30.87'
L14	S00°40'03"E	112.87'
L15	N00°40'03"W	115.37'
L16	N53°09'36"E	30.87'
L17	N00°40'03"W	69.65'
L18	N58°51'53"W	35.03'
L19	N47°04'05"E	6.76'

FILEPATH: P:\101207\SURVEY\LOCALS & CROQUIS\PARCEL 02_LAYOUT.dwg (LAYOUT)
NO DWT
PLOTTER: HPGL 15/06/25 7:25:31A BY: JERRY FELDER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

[illegible]

EXHIBIT A

PARCEL- 62
PERMANENT EASEMENT



CHK'D BY: AWM
DRAWN BY: JAF

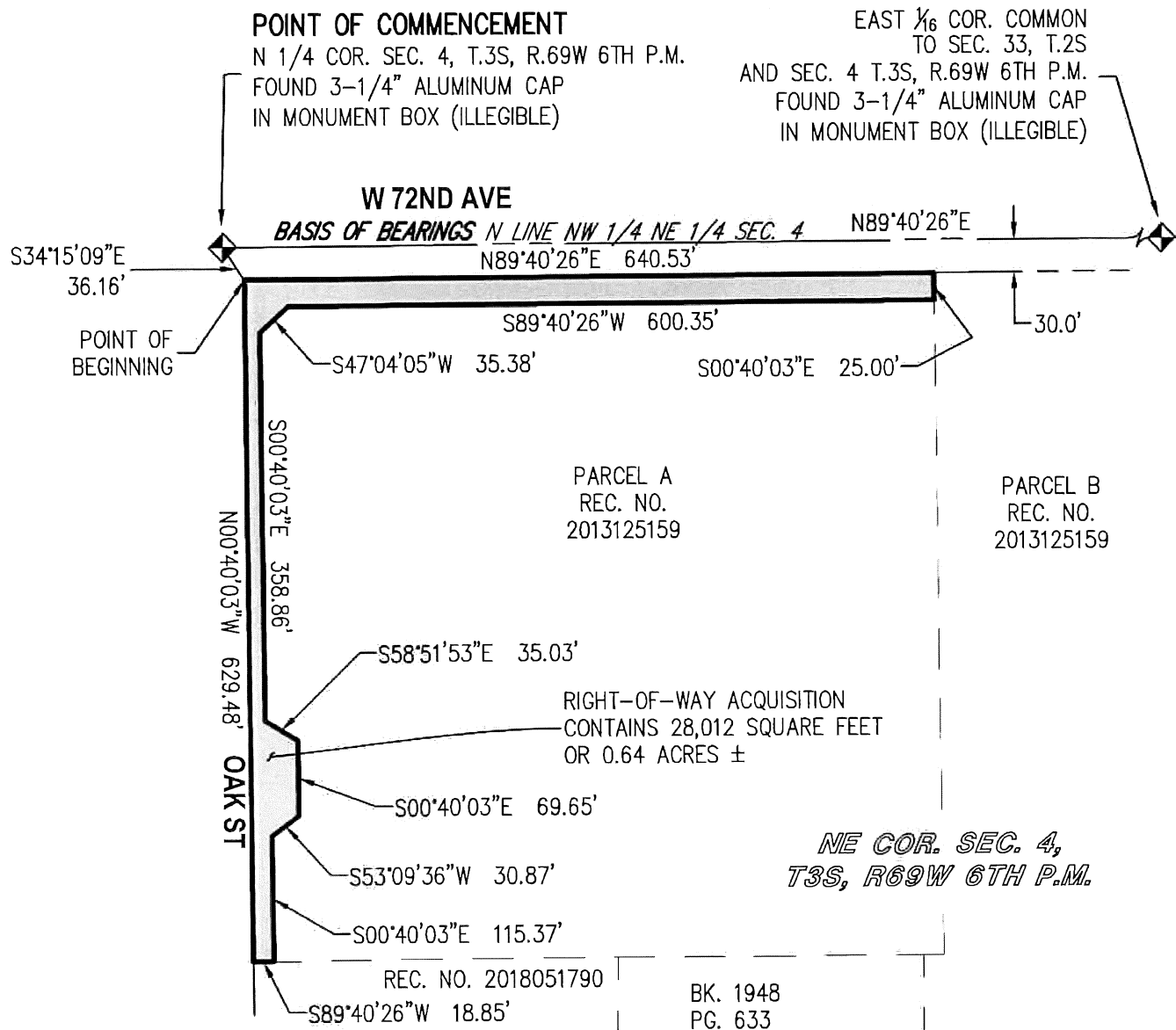
SHEET NO.

3

3 OF 3

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.



FILED IN: P:\181207\BANKING\MEALS & EXPENSES\PARCEL ST_PAVING_LAYOUT.LAYOUT2
NO. 181207
PLOTTED: MON 10/26/2020 2:23:11 PM BY: JERRY FLEURY

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE:	PROJECT #:
10/26/2020	181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
RIGHT-OF-WAY ACQUISITION

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: AWM
DRAWN BY: JAF

SHEET NO.

2

2 OF 2

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

THREE PARCELS OF LAND BEING A PORTION OF PARCEL A RECORDED AT RECEPTION NO. 2013125159, IN THE OFFICIAL JEFFERSON COUNTY RECORDS, SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);
THENCE SOUTH 05°56'24" EAST, A DISTANCE OF 424.42 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°19'57" EAST, A DISTANCE OF 74.81 FEET;
THENCE NORTH 28°47'43" EAST, A DISTANCE OF 139.91 FEET;
THENCE SOUTH 54°18'09" EAST, A DISTANCE OF 55.18 FEET;
THENCE SOUTH 23°36'33" WEST, A DISTANCE OF 70.74 FEET;
THENCE SOUTH 59°50'51" EAST, A DISTANCE OF 88.94 FEET;
THENCE SOUTH 30°09'09" WEST, A DISTANCE OF 82.11 FEET;
THENCE NORTH 59°12'32" WEST, A DISTANCE OF 27.85 FEET;
THENCE SOUTH 68°52'07" WEST, A DISTANCE OF 165.11 FEET;
THENCE SOUTH 00°40'03" EAST, A DISTANCE OF 102.51 FEET TO A POINT ON THE COMMON LINE OF SAID PARCEL A AND A TRACT OR PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2018051790;
THENCE SOUTH 89°40'26" WEST ALONG SAID COMMON LINE, A DISTANCE OF 10.00 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 112.87 FEET;
THENCE NORTH 53°09'36" EAST, A DISTANCE OF 30.87 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 74.97 FEET;
THENCE NORTH 58°51'53" WEST, A DISTANCE OF 35.03 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 12.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28,247 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

PARCEL TWO:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN MONUMENT BOX (ILLEGIBLE);
THENCE SOUTH 48°03'28" EAST, A DISTANCE OF 81.77 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°40'26" EAST, A DISTANCE OF 443.65 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';
THENCE SOUTH 00°20'06" EAST, A DISTANCE OF 109.63 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 263.92 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 45.84 FEET;
THENCE NORTH 89°44'59" WEST, A DISTANCE OF 167.52 FEET;
THENCE NORTH 00°40'03" WEST, A DISTANCE OF 119.30 FEET;
THENCE NORTH 47°04'05" EAST, A DISTANCE OF 28.62 FEET TO THE POINT OF BEGINNING.

FILEPATH: P:\181207\SURVEY\LEGALS & CERTIFICATES\62_TEMP.DWG LAYOUT: 0622 1
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 10/20/2020 PROJECT #: 181207

DATE	REVISION COMMENTS

EXHIBIT A

PARCEL-62
TEMPORARY EASEMENT

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET NO.

1

1 OF 5

EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

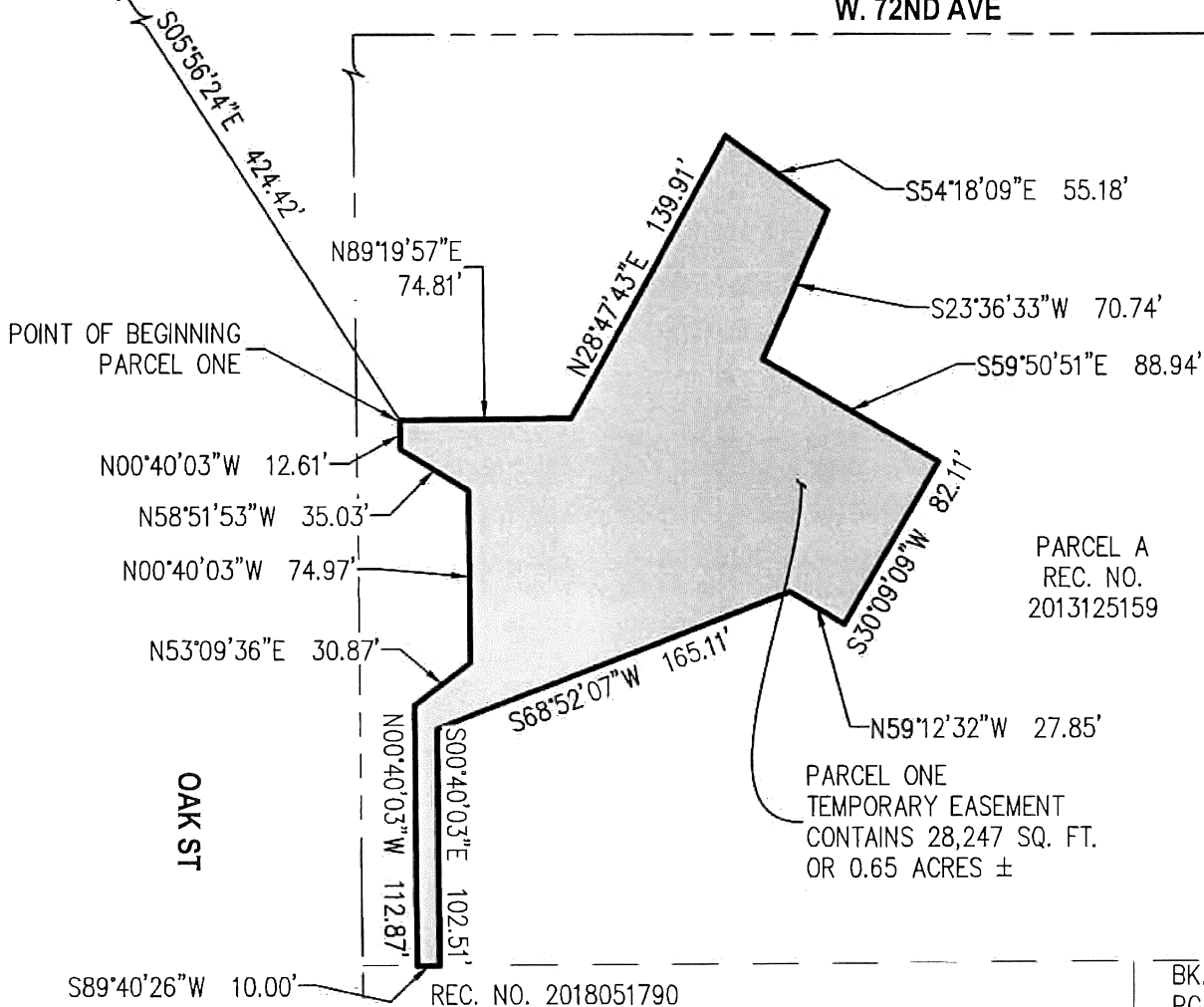
NW COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/16 COR. COMMON
TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

BASIS OF BEARINGS N LINE NW 1/4 NE 1/4 SEC. 4

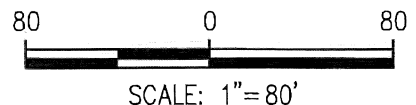
N89°40'26"E

W. 72ND AVE



NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS DOCUMENT IS NOT INTENDED TO REPRESENT A LAND SURVEY PLAT OR IMPROVEMENT LOCATION CERTIFICATE AND IS NOT TO BE USED AS ONE. THIS DOCUMENT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.
4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



FILED: 10/20/2020 SURVEY: 181207 & EXHIBIT: PARCEL 62, TEMPORARY EASEMENT
DRAWN: 10/20/2020 BY: JAF

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE:	10/20/2020	PROJECT #:	181207
DATE	REVISION COMMENTS		

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET 122

3

3 OF 5

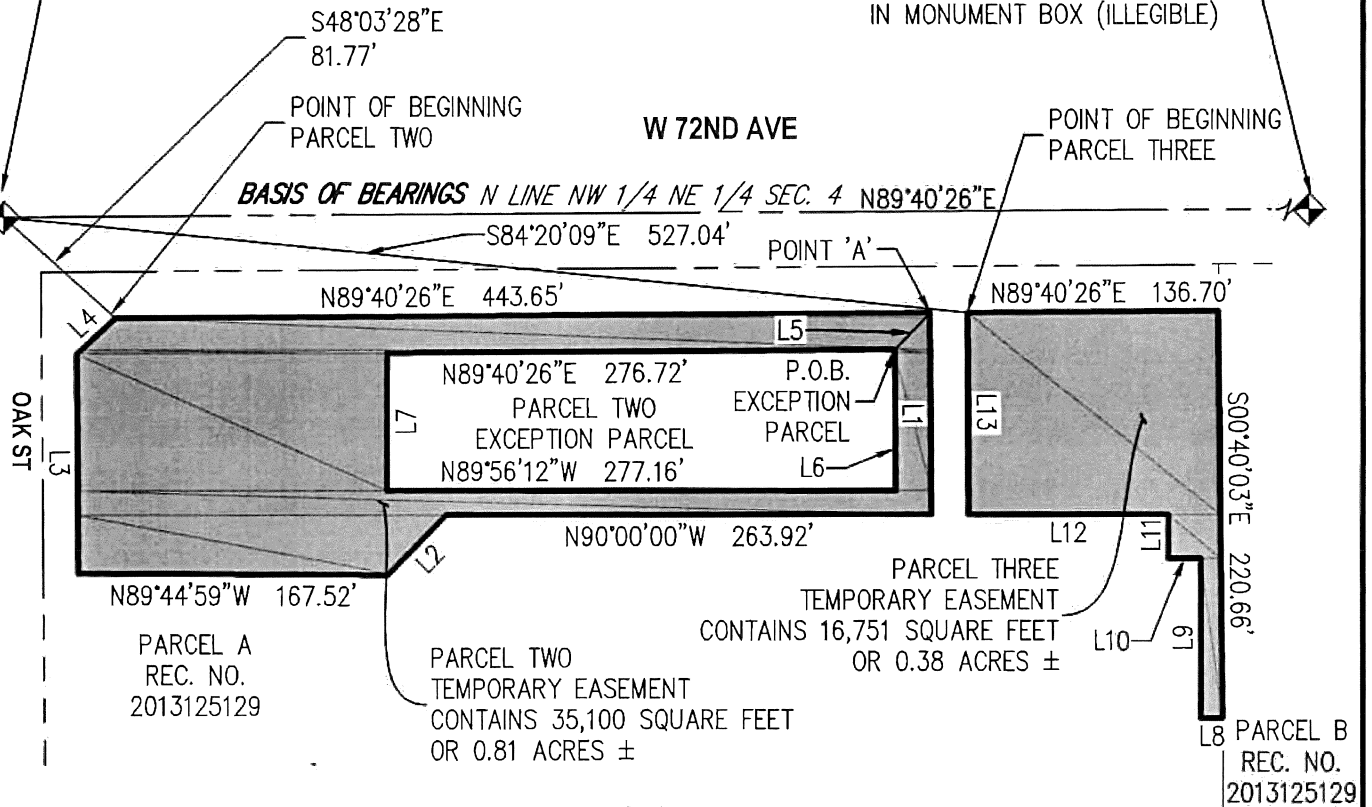
EXHIBIT A

SITUATED IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO.

POINT OF COMMENCEMENT

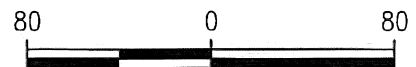
N 1/4 COR. SEC. 4, T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)

EAST 1/16 COR. COMMON
TO SEC. 33, T.2S
AND SEC. 4 T.3S, R.69W 6TH P.M.
FOUND 3-1/4" ALUMINUM CAP
IN MONUMENT BOX (ILLEGIBLE)



NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. NO TITLE REPORT OR COMMITMENT WAS PROVIDED TO AID IN THE PREPARATION OF THIS DOCUMENT.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
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4. ALL LINEAR UNITS DISPLAYED HEREIN ARE U.S. SURVEY FEET.



SCALE: 1" = 80'

PREPARED BY: HARRIS KOCHER SMITH & ASSOCIATES, P.C. 12/20/2020
NO. 10274
PLOTTED: MON 12/20/2020 3:26:11A BY: JEREMY FLOREN

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE:	PROJECT #:
10/20/2020	181207
DATE	REVISION COMMENTS

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS HARRIS
KOCHER
SMITH

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303 623 6300 F: 303 623 6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: JAF

SHEET NO.:

4

4 OF 5

LINE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'06"E	109.63'
L2	S45°00'00"W	45.84'
L3	N00°40'03"W	119.30'
L4	N47°04'05"E	28.62'
L5	S43°55'44"W	27.92'
L6	S00°19'48"E	76.43'
L7	N00°00'00"E	74.54'
L8	N90°00'00"W	11.92'
L9	N00°00'00"E	86.36'
L10	N90°00'00"W	17.60'
L11	N00°00'00"E	23.76'
L12	N90°00'00"W	109.11'
L13	N00°20'06"W	109.74'

FILEPATH: P:\181207\SURVEY\MEALS & EXHIBITS\PARCEL 62_LAYOUTS_LAYOUTS TABLES
 10/20/20
 10/20/20 MON 10/20/20 8:30 AM BY: JEFFREY FELDER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 10/20/2020		PROJECT #: 181207
DATE	REVISION COMMENTS	

EXHIBIT A

PARCEL- 62
TEMPORARY EASEMENT

HKS **HARRIS KOCHER SMITH**
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

CHK'D BY: AWM
 DRAWN BY: JAF

SHEET 1.0.

5

5 OF 5

EXHIBIT B

(Conveyance Documents)

SPECIAL WARRANTY DEED

THIS DEED, dated _____, 2021, is between **Lincoln Academy, a Colorado nonprofit corporation and charter school**, whose address is, 7180 Oak Street, Arvada, CO 80004, Grantor, and the **City of Arvada, a home rule city and municipal corporation of the of the counties of Jefferson and Adams**, whose address is 8101 Ralston Road, Arvada, CO 80002 Grantee:

WITNESS, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson and State of Colorado, described as follows:

EXHIBIT A attached hereto and incorporated herein

Assessor's schedule or parcel number: 39-041-00-003 and 39-041-00-026 (Part of)
Address: 7180 Oak Street Arvada, CO 80004 (Part of)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor covenants, grants, bargains, and agrees to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements, rights-of-way and other encumbrances of record.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GRANTOR

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

ATTEST

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy, a Colorado
nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2021, by and between **Lincoln Academy Charter School Building Corporation**, a Colorado nonprofit corporation and **Lincoln Academy**, a Colorado nonprofit corporation and charter school ("Grantor"), whose legal address is 7180 Oak Street, Arvada, CO 80004, and the **CITY OF ARVADA**, a Colorado municipal corporation ("Grantee") whose legal address is 8101 Ralston Road, Arvada, CO 80001-8101.

I. GRANT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, nonexclusive easement and right-of-way (the "Easement") in, on, over, under, through and across the land described in Exhibit A (the "Easement Property"), attached hereto and incorporated herein.

II. USE

A. **Use of Easement by Grantee.** The right to use the Easement Property shall belong to the Grantee and its officers, agents, employees, assigns, designees, contractors, guests, and invitees and all those acting by or on behalf of it for the following purposes:

1. constructing, surveying, installing, operating, using, reconstructing, replacing, and maintaining in accordance with the Arvada City Code, improvements in the nature of street, sidewalk, utility, drainage and detention, electrical, communications facilities, fiber and all fixtures and devices appurtenant to all of the foregoing, and other roadway improvements and related facilities (the "Improvements") in, on, over, under, through and across the Easement Property;
2. restoring the Easement Property, within a reasonable amount of time, including the surface of the ground and all landscaping, to substantially the same condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements;
3. removing objects or structures, temporary or permanent, interfering with the purposes described herein, including without limitation, cutting, removing, trimming, or otherwise controlling all trees, brush, and other growth on or overhanging the Easement Property.

B. Improvements within Easement Property.

1. Grantor shall not construct or place any structure, improvements, building, fence, streetlight, power pole, yard light, mailbox or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, garden or landscaping design feature (the "Obstructions") on any part of the Easement Property without the Grantee's prior, written approval.
2. Any Obstructions situated on any of the Easement Property without Grantee's prior, written approval shall be removed by Grantor upon demand by the Grantee or may be removed by the Grantee, at Grantor's cost, without liability for damages arising therefrom.

C. **Subjacent and Lateral Support; Earth Cover.** Grantor shall take no action which would impair or in any way modify the earth cover over, or the lateral or subjacent support for the Improvements within the Easement Property without obtaining the prior, written permission of the Grantee.

D. **Assignment.** The Grantee shall have the right and authority to assign to any appropriate local governmental entity, ditch company, or public utility provider all rights to use, and all obligations associated with the Easement acquired by the Grantee. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate railroad entity, local governmental entity, ditch company or public utility provider for purposes authorized herein with respect to the Improvements.

E. **Use of Easement by Grantor.** The Easement Property shall remain in the fee ownership of the Grantor and may be used by the Grantor for any lawful purpose not inconsistent with the purposes set forth in this Agreement. The use of the Easement Property by the Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity or entities with authority over the Easement Property.

F. **Runs with the Land.** The rights, benefits, and obligations created hereby shall constitute a perpetual burden upon the Easement Property and the estate of the Grantor in the underlying lands and shall run with the land and be binding upon the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor set the hand and seal of the Grantor on the date set forth above.

GRANTOR

**Lincoln Academy Charter School Building
Corporation, a Colorado nonprofit
corporation**

Attest:

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy
Charter School Building Corporation, a Colorado nonprofit corporation.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

GRANTOR

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

Attest:

By: _____
Title: _____

By: _____
Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy, a
Colorado nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) made this _____ day of _____, 2021, by and between **Lincoln Academy Charter School Building Corporation**, a Colorado nonprofit corporation and **Lincoln Academy**, a Colorado nonprofit corporation and charter school (“Grantor”), whose legal address is 7180 Oak Street, Arvada, CO 80004, and the **CITY OF ARVADA**, a Colorado municipal corporation (“Grantee”) whose legal address is 8101 Ralston Road, Arvada, CO 80001-8101.

I. GRANT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents hereby grants and conveys to the Grantee, its successors and assigns, a temporary, nonexclusive construction easement (the “Easement”) in over and across the land described in Exhibit A (the “Easement Property”), attached hereto and incorporated herein.

II. TERM AND USE

A. **Term.** This Agreement shall be for an original term of thirty (30) consecutive months and shall begin thirty (30) days after the Grantee gives written notice to proceed to its contractor.

B. **Use of Easement by Grantee.** The right to use the Easement Property shall belong to the Grantee and its officers, agents, employees, assigns, designees, contractors, guests, and invitees and all those acting by or on behalf of it for the following purposes:

1. constructing, surveying, installing, operating, using, reconstructing, replacing, and maintaining in accordance with the Arvada City Code, improvements in the nature of street, sidewalk, utility, electrical, communications facilities, fiber and all fixtures and devices appurtenant to all of the foregoing, and other roadway improvements and related facilities (the “Improvements”) in, on, over, under, through and across the Easement Property;

2. restoring the Easement Property, within a reasonable amount of time, including the surface of the ground and all landscaping, to substantially the same condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements;

3. removing objects or structures, temporary or permanent, interfering with the purposes described herein, including without limitation, cutting, removing, trimming, or otherwise controlling all trees, brush, and other growth on or overhanging the Easement Property. If any existing building or overhang is within the Easement property, it will not be impacted.

C. Improvements within Easement Property.

1. Grantor shall not construct or place any structure, improvements, building, fence, streetlight, power pole, yard light, mailbox or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, garden or landscaping design feature (the “Obstructions”) on any part of the Easement Property without the Grantee’s prior, written approval.

2. Any Obstructions situated on any of the Easement Property without Grantee’s prior, written approval shall be removed by Grantor upon demand by the Grantee or may be removed by the Grantee, at Grantor’s cost, without liability for damages arising therefrom.

D. Subjacent and Lateral Support; Earth Cover. Grantor shall take no action which would impair or in any way modify the earth cover over, or the lateral or subjacent support for the Improvements within the Easement Property without obtaining the prior, written permission of the Grantee.

E. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity, ditch company, or public utility provider all rights to use, and all obligations associated with the Easement acquired by the Grantee. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate railroad entity, local governmental entity, ditch company or public utility provider for purposes authorized herein with respect to the Improvements.

F. Use of Easement by Grantor. The Easement Property shall remain in the fee ownership of the Grantor and may be used by the Grantor for any lawful purpose not inconsistent with the purposes set forth in this Agreement. The use of the Easement Property by the Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity or entities with authority over the Easement Property.

IN WITNESS WHEREOF, the Grantor set the hand and seal of the Grantor on the date set forth above.

GRANTOR

**Lincoln Academy Charter School Building
Corporation, a Colorado nonprofit
corporation**

Attest:

By: _____

Title: _____

By: _____

Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy
Charter School Building Corporation, a Colorado nonprofit corporation.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public

GRANTOR

**Lincoln Academy, a Colorado nonprofit
corporation and charter school**

Attest:

By: _____
Title: _____

By: _____
Title: _____

STATE OF COLORADO)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____ and _____ as
_____ and _____ of Lincoln Academy, a
Colorado nonprofit corporation and charter school.

WITNESS my hand and official Seal.
My commission expires: _____

Notary Public



CITY OF ARVADA

May 20, 2021

Lincoln Academy Charter School
Attn: Lori Woods, Annette Ernst, Micah Gilbreath
7180 Oak Street
Arvada, CO 80004

RE: 72nd Avenue Expansion Project – Lincoln Academy

Dear Lincoln Academy Team,

Thank you for providing a list of your concerns and a counteroffer to the City's original offer letter dated March 12, 2021. After our meeting with you on May 13, 2021 in which we discussed the items as outlined on the following pages, the City carefully reviewed and assessed the items. In an effort to keep this process from going back and forth with multiple counteroffers, the City has fully agreed to 20 of the 24 listed items on the following pages. The items to which the City cannot agree to are based on available or projected information, and the experience the project team has on these types of major capital projects. The City project team has put together a very strong response and revised offer for Lincoln Academy's consideration.

The City offers to acquire the interests for \$625,000. This offer includes costs for a 30-month temporary easement and funds for Lincoln Academy to reestablish the irrigation pumps and irrigation system, per item number 14 below. The City is hopeful that Lincoln Academy will accept this revised offer. The City understands that our partnership will continue throughout the duration of the construction process and we look forward to working with you.

Below, please find the City's responses related to acceptance or non-acceptance of the items on the list supplied in the May 13, 2021 meeting. If Lincoln Academy agrees to accept the City's offer and the terms described below, the City will prepare the agreements for final approval.

Sincerely,

Bill Cornelius, P.E.
Transportation Design Manager
City of Arvada Project Team

Scheduling Items:

1. Two-week notice/duration of utility down times (Agreed) Note that utility companies control the notice and duration of service interruption. The City will work with the utility companies to try to meet this request.
2. Four-week notice of traffic interruptions
 - A. Lincoln Academy to provide schedule showing daily peak traffic times (duly noted)
 - B. Full access to all entries required during daily peak traffic times (Agreed)
3. Work occurring during school year will be limited to non-peak traffic periods (Agreed)
4. One-week notice required for pedestrian access interruption (Agreed)
5. Construction of work package #1 to occur over Lincoln Academy summer break 2021 (Agreed)
 - A. June 4, 2021 through August 9, 2021 (no students on campus) (Duly Noted)
6. Construction of work package #2 to occur over Lincoln Academy summer break 2022 (Agreed)
 - A. May 30, 2022 through early August (TBD)
7. Construction of work package #3 timing to be coordinated with Lincoln Academy prior to bidding Package. We agree to work with you on the schedule that will ultimately go into the Package 3 Contract. That Contract would be agreed to by the Contractor, before work could begin.
8. Lincoln Academy to be provided current progress meeting updates on continual basis. (Agreed) City agrees to provide Lincoln Academy schedule updates through email.

Physical Items:

9. Abandoned entries to the site to have all hardscapes removed.
 - A. West Entry to be regraded and seeded (native) Agreed
 - B. North Entry to be replaced by asphalt parking lot-to be coordinated with Lincoln Academy. (Agreed) See exhibit on page 4.
10. City to install crosswalk and crossing beacon at Oak Street entry (RRBG with overhead arm preferred) (Not Agreed) City will not install a mast-arm RRFB on Oak Street. The City Traffic Engineer reviewed this option and confirmed that the additional ornaments provided by a mast-arm RRFB do not improve pedestrian safety on a 30 mph roadway with limited visual obstructions. Therefore, it is not an appropriate treatment for this location. The City will install a standard RRFB as planned.
11. City to install school zone speed signs on Oak Street and on 72nd Avenue with locations coordinated with Lincoln Academy. While we will agree to install all required school advance warning signs and warning signs, the spacing and sign types are regulated by the Manual on Uniform Traffic Control Devices. The standards that apply to all school zones will apply here. Our traffic team will work with you to make sure that we add proper enhanced sign conspicuity, if warranted, and to try to optimize awareness while considering the balance of vehicular, bicycle and pedestrian safety.
12. Water flow to NE irrigation pond to be re-established by City (source and amount to be



confirmed by City) City will re-establish the source water to this pond. However, this amount of water cannot be guaranteed by the City as it's based on how much water FHL allows at any given time. Currently, there is no way to monitor how much flow is going to each water holder and this will be the same condition in the future

13. Water flow to NW irrigation pond to be re-established by City (source and amount to be confirmed by City) City will re-establish the source water to this pond. However, this amount of water cannot be guaranteed by the City as it's based on how much water FHL allows at any given time. Currently, there is no way to monitor how much flow is going to each water holder and this will be the same condition in the future.

14. Irrigation pump and irrigation system to be re-established. The City incorporated the cost to reestablish the pump and irrigation system into the offer above. Lincoln Academy will need to reestablish these facilities.

15. Relocate electrified marquis to location approved by Lincoln Academy (Agreed)
A. Lincoln Academy to approve new base design (Agreed)

16. Interior fencing disturbed by storm drain installation to be replaced or monetary compensation Provided (Agreed)

17. Extend chain link fencing at Oak St, south of drive by additional 100' (Agreed)

18. 6' chain link fence required around new water quality pond (Agreed)

19. Privacy fence to be replaced along 72nd Avenue east of north exit/entry (Agreed)

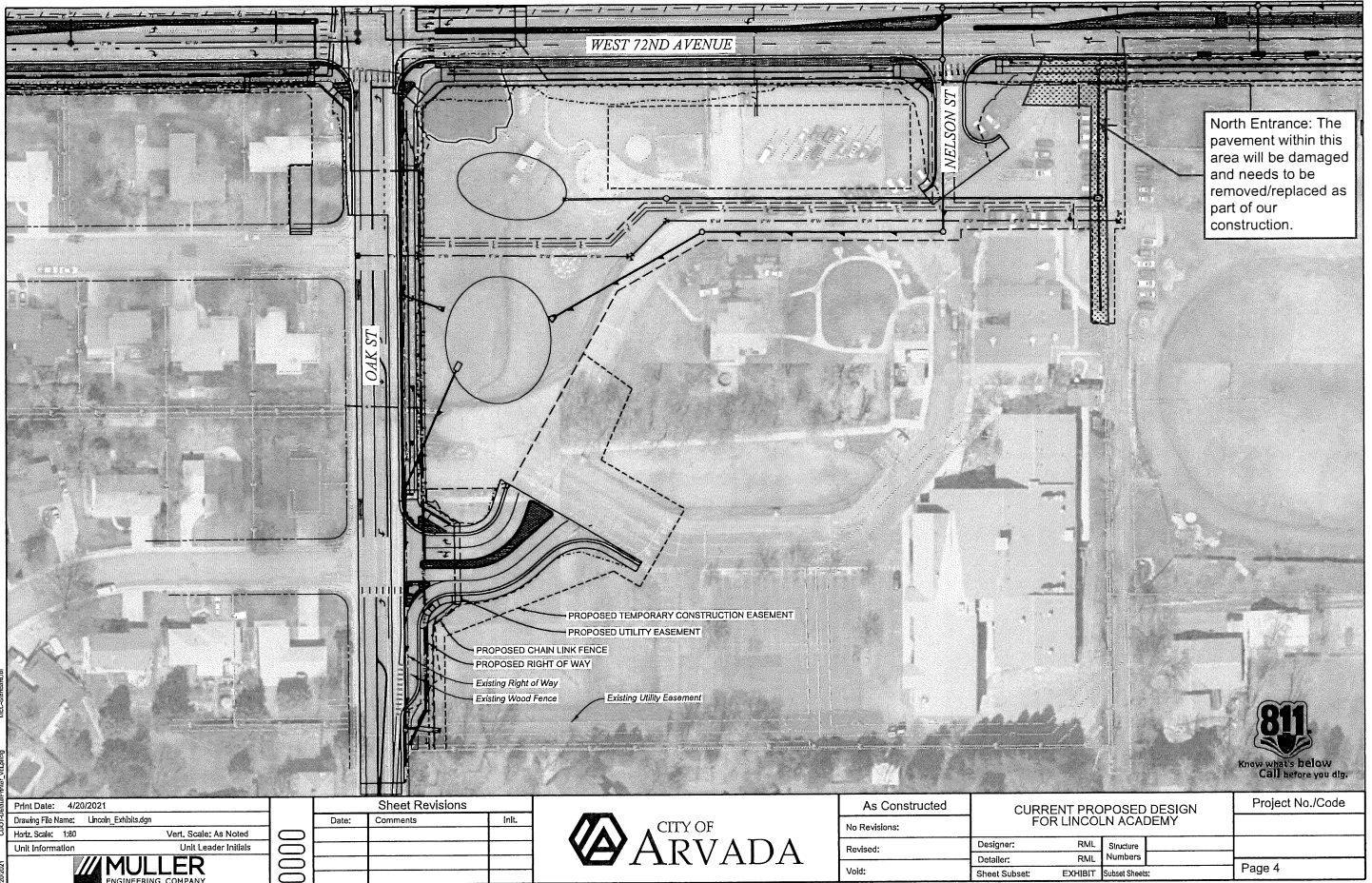
20. As noted on plans, all exterior fencing disturbed by the City project will be replaced (Agreed)

21. Asphalt drive lane disturbed by storm drain installation to be replaced at full depth and full width of drive lane (Agreed)

22. City to obtain liability insurance for water quality pond, waiving Lincoln Academy of responsibility for any damages (Not Agreed)

23. City to list Lincoln Academy as an additional insured during the construction project and warranty period (Not Agreed)

24. As-builts of all new construction, utilities, and irrigation water transport and systems to be provided after construction is completed (Agreed) The City will provide as-builts for work the City's contractor performs for Lincoln Academy facilities.



North Entrance: The pavement within this area will be damaged and needs to be removed/replaced as part of our construction.



Print Date: 4/20/2021		Sheet Revisions		As Constructed		CURRENT PROPOSED DESIGN FOR LINCOLN ACADEMY		Project No./Code	
Drawing File Name: Lincoln_Exhibits.dgn		Date: _____		No Revisions:		Designer: RML		Structure Numbers	
Hortz Scale: 1"=80'		Comments: _____		Revised:		Detailer: RML		Submittal Sheets	
Unit Information		Initials: _____		Void:		Sheet Subset: EXHIBIT		Page 4	
MULLER ENGINEERING COMPANY		CITY OF ARVADA							

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lincoln Academy Charter School Building Corporation, a Colorado nonprofit corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
				-				-				
or												
Employer identification number												
				-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.