TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the City of Littleton, Grantors, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, do, for themselves and on behalf of their heirs, successors and assigns, hereby grant and convey to the Civil and Environmental Engineering Department of Colorado State University (Contact is Dr. Ryan Bailey, 970-491-5045) , the Grantee, its successors and assigns, a temporary right of entry and construction easement on that property described and depicted as the Study Area in Exhibit "A", which is attached hereto and incorporated herein by this reference, together with the right of entry to and from the Study Area to and from the access points of South Santa Fe Blvd (on the East) and South Platte Canyon Blvd (on the West) (hereinafter the "Easement Premises"), upon which to construct, operate, remove, and repair facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado.

Grantors hereby covenant and agree that they have good title to the Easement Premises; that they have good and lawful right to grant this easement and that they will warrant and defend title and quiet possession thereof against the claims of all persons whomsoever.

Grantors further covenant to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

Grantors further agree that they shall not, in any manner, interfere with the above stated objects, nor disturb, injure or molest the construction site or any activities thereon.

Grantee agrees to restore the Easement Premises, as reasonably as possible, to the

condition it was in immediately prior to any access undertaken herein, should such restoration be necessary.

The temporary easement and right of entry herein granted shall commence on the date when notified in writing by the City of the start of construction. The activities contemplated by the City and permitted by this document will be initiated as soon after execution of this document as possible. The temporary easement and right of entry herein granted shall expire six (6) months after the date of notification by the City of the start of construction.

SIGNED this _____ day of _____, 20____.

GRANTOR

_____

Printed name: _____

Title:_____

ATTEST:

COUNTY OF ARAPAHOE   )
)ss.
STATE OF COLORADO   )

The foregoing instrument was acknowledged before me this _____ day of

_____, 20___ by _____ [name] as

_____ [title] of _____ [entity name].

My Commission Expires:

Notary Public