

PJ
Agreement
Felder
FFA
SA 7-28-11

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor hereby acknowledges receipt from **PARKER JORDAN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado,, hereinafter called "Grantee," of the sum of one dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor hereby grants unto said Grantee, its successors and assigns, a temporary construction easement to construct/re-construct trail improvements over a portion of SouthCreek Subdivision Filing No. 1, Tract DD, Arapahoe County, Colorado (the "Property"), as depicted on the attached "Exhibit A", to wit:

The rights granted by this temporary construction easement include the right of ingress and egress as reasonably necessary over the Property, to survey, construct, reconstruct, and remove objects or structures therefrom in order to complete the trail improvements depicted on Exhibit A, all at Grantee's expense.

The term of the grant of said temporary construction easement shall continue until such time as the improvements depicted on Exhibit A (the "Project") are completed, commencing upon such date as this easement has been executed by Grantor and Grantee.

Grantee shall be allowed, commencing with the date of execution, to have reasonable access to and/or entry upon the Property at reasonable intervals to conduct the aforementioned activities as long as they are reasonably related to construction of the Project in conformance with the J3 Engineering Consultants, Inc. plans dated September 13, 2010.

Upon the lapse of said term, the temporary construction easement, together with the rights, privileges and authority herein granted, is terminated, and Grantor, its successors and assigns, shall thereupon be restored to its first and former estate, free and clear of any grant or easement herein contained or any right or privilege attaching to the herein-described grant of easement.

Notwithstanding any contrary language in the foregoing, the herein-described grant of easement shall expire no later than December 31, 2010, unless extended in writing by the Grantor.

In addition, the Grantee, its successors, assigns, agents, contractors and employees agree to the following conditions of entry:

1. **Damage to Property:** Grantee shall exercise due care to avoid damaging Grantor's property, and shall promptly repair any such damage to Grantor's satisfaction.
2. **Fencing:** Grantee shall ensure that a construction fence is installed and maintained around the construction area for the Project during the period of construction. The location of the fence shall be no more than a twenty foot distance from the outside boundaries of the proposed improvements as shown on the construction plans. Grantee shall stay within the limits of the construction fence when on the Property, so as to minimize the impact to the Property.

Signed this 21st day of October 2010.

Parker Jordan Metropolitan District

By: Norman Sheldon

Title: PRESSAGENT

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The above and foregoing instrument was subscribed and sworn to before me this 21st day of October, 2010, by

Norman A. Sheldon

My Commission expires: 10/13/10

[Signature]
NOTARY PUBLIC

Witness my hand and official seal.

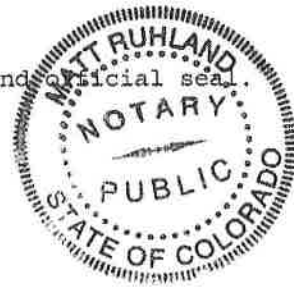
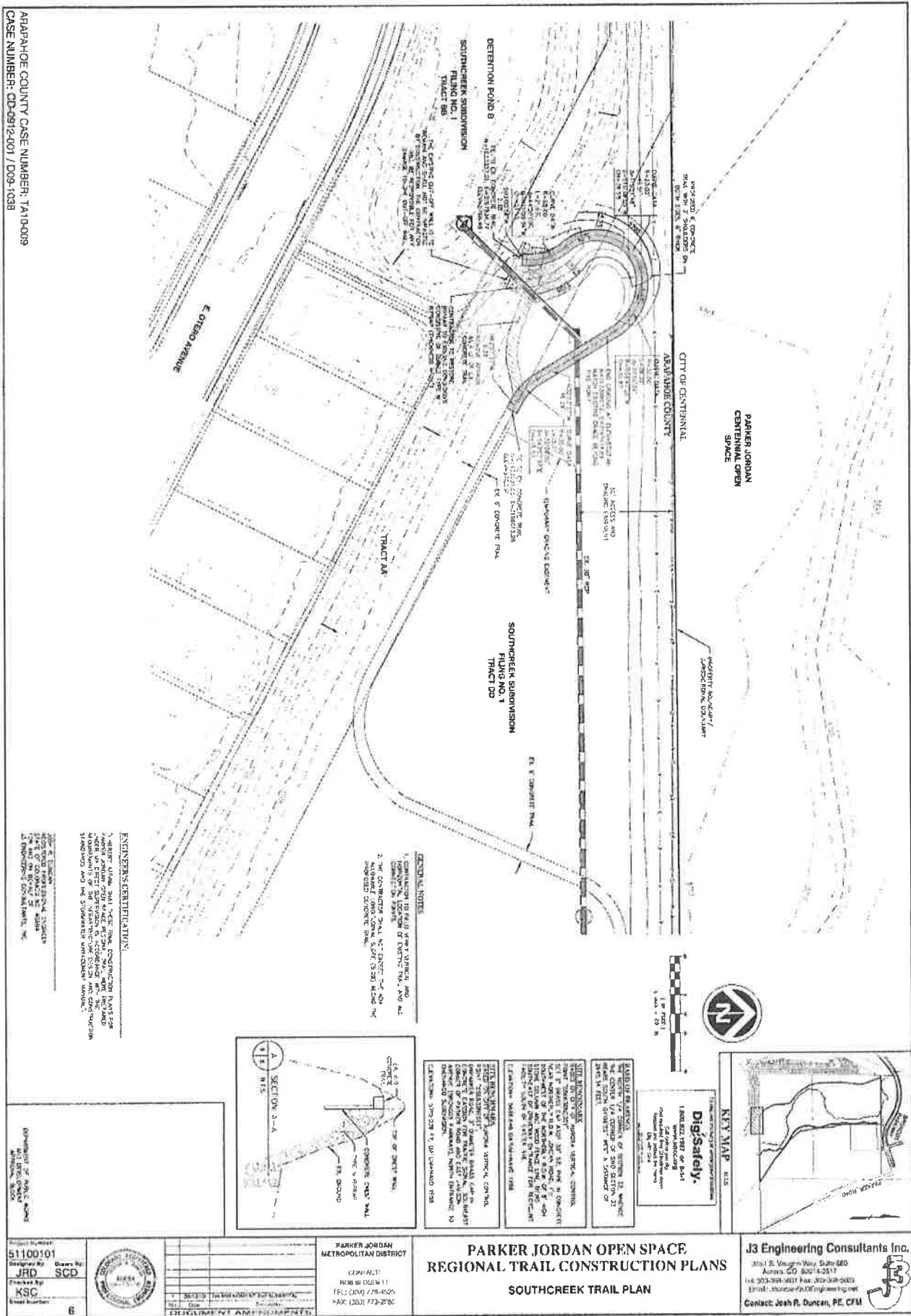


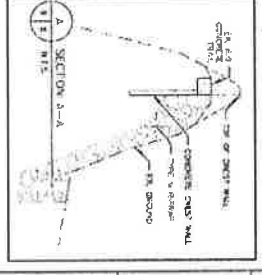
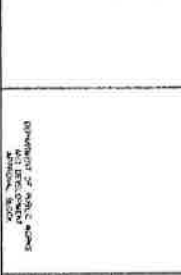
EXHIBIT A



ARAPAHOE COUNTY CASE NUMBER: TA10-009
 CASE NUMBER: CD-0912-001 / DD-09-1038

ENGINEER'S CERTIFICATION:
 I, the undersigned, being a duly licensed Professional Engineer in the State of Colorado, do hereby certify that the above described plans and specifications were prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Colorado.

GENERAL NOTES:
 1. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL AND ALL APPLICABLE ORDINANCES.
 2. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL AND ALL APPLICABLE ORDINANCES.
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PROJECT NUMBER: 51100101
 DRAWN BY: JRD
 CHECKED BY: KSC
 DATE: 10/15/09



PARKER JORDAN METROPOLITAN DISTRICT
 10000 E. 1st Ave.
 Aurora, CO 80012
 TEL: (303) 773-4200
 FAX: (303) 773-2700

PARKER JORDAN OPEN SPACE REGIONAL TRAIL CONSTRUCTION PLANS
 SOUTHCREEK TRAIL PLAN

J3 Engineering Consultants Inc.
 3101 S. Vaughn Way, Suite 600
 Aurora, CO 80014-2517
 TEL: 303-768-6031 Fax: 303-768-6033
 Email: j3@j3eng.com www.j3eng.com
 Contact: Josh R. Duncan, PE, CFM



11/15/09

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