

RELINQUISHMENT AND GRANT OF EASEMENTS (CITY DITCH)

This Relinquishment and Grant of Easements (this “Agreement”) is made and entered into this _____ (the “Effective Date”), by and between the City of Littleton, a Colorado municipality whose place of business is 2255 W. Berry Avenue, Littleton, Colorado 80120 (“Owner”), and the City of Englewood a Colorado municipality whose place of business is 1000 Englewood Parkway, Englewood, Colorado 80110 (“Englewood”). Owner and Englewood are referred to together herein as the “Parties” and individually, as a “Party.”

Recitals

WHEREAS, Owner is the owner of certain parcels of real property located in the City of Littleton, Colorado, which parcels are shown in the records of the Arapahoe County Clerk and Recorder (“Records”) at Reception No. A7085943 and Reception No. 1777838 (Book 2857 at Page 297), and generally depicted on the drawings attached as part of **Exhibit A** (“Owner’s Property”);

WHEREAS, Englewood owns and operates a ditch known as City Ditch that provides a water supply to Englewood and other water users, including Owner (“City Ditch”);

WHEREAS, City Ditch is currently located on portions of Owner’s Property, for which Englewood holds existing easements both recorded and unrecorded; and City Ditch also is addressed in that certain Quitclaim Deed (“Quitclaim Deed”) recorded in Book 1864, Page 517 in the Records, and that certain City Ditch Agreement (“City Ditch Agreement”) recorded in Book 1864, Page 520 in the Records;

WHEREAS, Englewood has undertaken a project to enclose portions of City Ditch within a water pipeline and relocate City Ditch to a new alignment that will be located on different portions of Owner’s Property;

WHEREAS, to accommodate Englewood’s City Ditch piping project, Owner wishes to provide Englewood with easements for the continued operation of and access to City Ditch along the new alignment;

WHEREAS, Owner and Englewood recognize that new easements for City Ditch across Owner’s Property would benefit Englewood and allow the City Ditch piping project to proceed, and that once the piping project is complete Englewood will no longer have a need for certain existing easements on portions of Owner’s Property; and

WHEREAS, to accommodate the proposed new alignment of City Ditch and other concerns of the Parties, it is necessary for Englewood to relinquish the existing City Ditch easements across Owner’s Property and for Owner to grant Englewood new easements for City Ditch as described below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Englewood covenant and agree as follows:

1. **Definitions.** In addition to the definitions contained above in the Recitals, for purposes of this Agreement, the following definitions shall apply:

a. **New City Ditch Easement Property.** The “New City Ditch Easement Property” shall mean the real property that is legally described and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference.

b. **Relinquished City Ditch Property.** The “Relinquished City Ditch Property” shall mean any and all existing easements for City Ditch across Owner’s Property, recorded or not, and shall include, without limitation except as described herein as to the New City Ditch Easement Property, any real property for City Ditch that is located on Owner’s Property and referenced in the Quitclaim Deed or City Ditch Agreement.

2. **Relinquishment of Existing Easement Rights.** Concurrent with the execution of this Agreement, Englewood shall execute a quit claim deed in substantially the same form as that shown in **Exhibit B**. Once Englewood begins regular operation of City Ditch within the entirety of the New City Ditch Easement Property, Englewood shall record that quit claim deed in the Records. Upon Englewood’s recording of the quit claim deed, Englewood, for itself and its successors and assigns, releases, relinquishes, and quit claims to Owner and its successors and assigns all right, title, and interest of Englewood in and to the Relinquished City Ditch Property and any infrastructure located within the Relinquished City Ditch Property. Except as otherwise set forth in the “Intergovernmental Agreement Between The City Of Littleton, Colorado And The City Of Englewood Colorado Regarding The City Ditch Piping Project (Reach 3 And Tree Fees),” Englewood shall have no obligation to fill in any portions of City Ditch located within the Relinquished City Ditch Property with backfill material, or to otherwise restore the Relinquished City Ditch Property in any way. Owner shall have sole responsibility for any fill and restoration of the Relinquished City Ditch Property

3. **Grant of Easement to New City Ditch Easement Property.** Owner hereby grants and conveys to Englewood and its successors and assigns an easement to the New City Ditch Easement Property for all of the same purposes for which Englewood has used the existing City Ditch, which have included operating and maintaining a ditch, and for the additional purposes of constructing, operating, maintaining, repairing, replacing, and removing a water pipeline and related appurtenances.

4. **No Warranty.** Owner makes no warranty of title as to the New City Ditch Easement Property. Englewood makes no warranty of title as to the Relinquished City Ditch Property. The respective rights granted herein to Owner and Englewood are subject to all prior recorded agreements, licenses, and conveyances. Englewood bears sole responsibility to determine the existence of any rights, uses, or installations conflicting with Englewood’s proposed use of the New City Ditch Easement Property and to resolve any such conflict. Owner

bears sole responsibility to determine the existence of any rights, uses, or installations conflicting with Owner's proposed use of the Relinquished City Ditch Property.

5. **Right to Use New Easement Property.** Subject to Section 3, the Owner shall have the right to use and occupy the New City Ditch Easement Property for any purpose or use not inconsistent with the easement rights granted herein to Englewood, including, but not limited to, regular and emergency maintenance of the Owner's sanitary and storm sewer lines.

6. **Englewood Construction and Ownership of New Ditch.** Englewood shall be solely responsible for constructing City Ditch within the New City Ditch Easement Property, and shall hold all right to and interest in the new ditch, including all related infrastructure and appurtenances.

7. **Maintenance.** Following any maintenance activities conducted by Englewood on the New City Ditch Easement Property, Englewood's obligation to restore the surface of any affected easement areas shall be limited to restoring only the primary surface of any disturbed area, such as asphalt, dirt, or gravel. Englewood shall have no obligation to restore above-surface features including but not limited to trees, vegetation, curbs, gutters, medians, light posts, sidewalks, or other infrastructure constructed or installed by Owner. In the event that vehicles are parked within the New City Ditch Easement Property, Englewood shall have the right, following 24 hours' notice by signage placed on the vehicle, to cause any such vehicles to be towed at the vehicle owner's expense. In the event of an emergency as determined by Englewood, Englewood shall have the immediate right to tow vehicles parked within the New City Ditch Easement Property without notice.

8. **Abandonment.** In the event Englewood abandons the rights granted to it hereunder as to any portion of the New City Ditch Easement Property, all right, title, and interest of Englewood as to such portion shall cease and terminate, and Owner shall hold such portion of the New City Ditch Easement Property as the same may then be, free from the rights of Englewood so abandoned, and shall own all the facilities and other improvements of Englewood so abandoned. Failure to use any portion of the New City Ditch Easement Property for a period of 18 years or more shall constitute evidence of abandonment of such portion.

9. **Binding Effect.** This Agreement shall extend to and be binding upon the successors and assigns of the Parties. The terms, covenants, agreements, and conditions in this Agreement shall be construed as covenants running with the land.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LITTLETON, a Colorado municipality

By: _____

ATTEST:

City Clerk

Approved as to Form

City Attorney

CITY OF ENGLEWOOD, a Colorado municipality

By: _____

ATTEST:

City Clerk

Exhibit __

New City Ditch Easement
Property

Exhibit "A"

**PERMANENT EASEMENT: PE-R3 CITY OF LITTLETON
EASEMENT DESCRIPTION
October 18, 2024**

A 25 foot wide Permanent Easement being a portion of a parcel of land described at Reception Number 1777838, recorded on September 27, 1978, in the Arapahoe County Clerk & Recorder's Office, lying in the Northwest Quarter of Section 16, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 16, a found 3.25" aluminum cap in range box stamped "Colo. Dept. of Transportation T5S R68W S9 S16 1/4 1992 PLS No. 22571"; WHENCE the Center Quarter Corner of said Section 16, a found 2" aluminum cap in range box stamped "T5S R68W C 1/4 S16 1997 LS 14115" bears S00°04'27"W (Basis of Bearings) a distance of 2632.70 feet;

THENCE S26°35'56"W, a distance of 2504.80 feet to the westerly line of an easement for City Ditch described at Book 82, Page 474 recorded on May 10, 1876, in said County Clerk & Recorder's Office and the POINT OF BEGINNING;

THENCE S32°09'38"W, a distance of 148.85 feet;

THENCE S14°38'44"W, a distance of 271.26 feet to said westerly easement line;

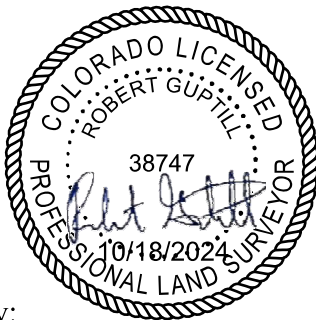
THENCE S71°25'43"W, coincident with said westerly easement line a distance of 29.88 feet;

THENCE N14°38'44"E, a distance of 291.49 feet;

THENCE N32°09'38"E, a distance of 169.65 feet to said westerly easement line;

THENCE S23°42'14"E, coincident with said westerly easement line a distance of 30.20 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 11,016 square feet or 0.253 acres, more or less.



Prepared by:

Robert F. Guptill, PLS 38747

For and on behalf of Jacobs Engineering Group Inc.

6312 S Fiddlers Green Cir Suite 300N

Greenwood Village, CO 80111

Robert.Guptill@Jacobs.com

Exhibit "A"

**PERMANENT EASEMENT: PE-R3-3 CITY OF LITTLETON
EASEMENT DESCRIPTION
March 4, 2024**

A Permanent Easement being a portion of a parcel of land described at Reception Number A7085943, recorded on July 16, 1997, in the Arapahoe County Clerk & Recorder's Office, lying in the Northwest Quarter of Section 16, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 16, a found 3.25" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T5S R68W S9 S16 1/4 1992 PLS NO 22571"; WHENCE the Center Quarter Corner of said Section 16, a found 2" aluminum cap in range box stamped "T5S R68W C 1/4 S16 1997 LS 14115" bears S00°04'27"W (Basis of Bearings) a distance of 2632.70 feet;

THENCE S79°38'24"W, a distance of 308.32 feet to the intersection of the easterly line of said parcel of land described at Reception Number A7085943 and the southerly Right of Way line of W Belleview Ave. described at Book 3121, Page 465 recorded on October 22, 1979, in the Arapahoe County Clerk & Recorder's Office and the POINT OF BEGINNING;

THENCE S20°06'10"W, coincident with said easterly line, a distance of 97.79 feet;

THENCE S09°24'10"W, coincident with said easterly line, a distance of 107.10 feet;

THENCE S34°24'10"W, coincident with said easterly line, a distance of 203.31 feet to the westerly Right of Way Line of S Prescott St;

THENCE coincident with said westerly Right of Way line the following twelve (12) courses:

1. THENCE S34°24'10"W, a distance of 38.81 feet;
2. THENCE S25°45'10"W, a distance of 164.80 feet;
3. THENCE S12°21'10"W, a distance of 85.31 feet;
4. THENCE S21°39'10"W, a distance of 74.76 feet;
5. THENCE S37°04'10"W, a distance of 75.05 feet;
6. THENCE S56°49'10"W, a distance of 90.73 feet;
7. THENCE S40°55'10"W, a distance of 47.52 feet;
8. THENCE S24°50'10"W, a distance of 65.54 feet;
9. THENCE S17°25'10"W, a distance of 85.00 feet;
10. THENCE S27°53'10"W, a distance of 94.81 feet;
11. THENCE S19°00'10"W, a distance of 109.04 feet;
12. THENCE S15°13'10"W, a distance of 69.25 feet to the intersection of said westerly

Right of Way Line and the northerly Right of Way line of W Prentice Ave;

THENCE S89°43'02"W, coincident with said northerly Right of Way line, a distance of 40.26 feet;

THENCE N18°42'56"E, departing said northerly Right of Way line, a distance of 153.92 feet;

THENCE N25°52'41"E, a distance of 221.02 feet;

THENCE N31°07'14"E, a distance of 154.11 feet;

THENCE N58°24'36"E, a distance of 77.84 feet;

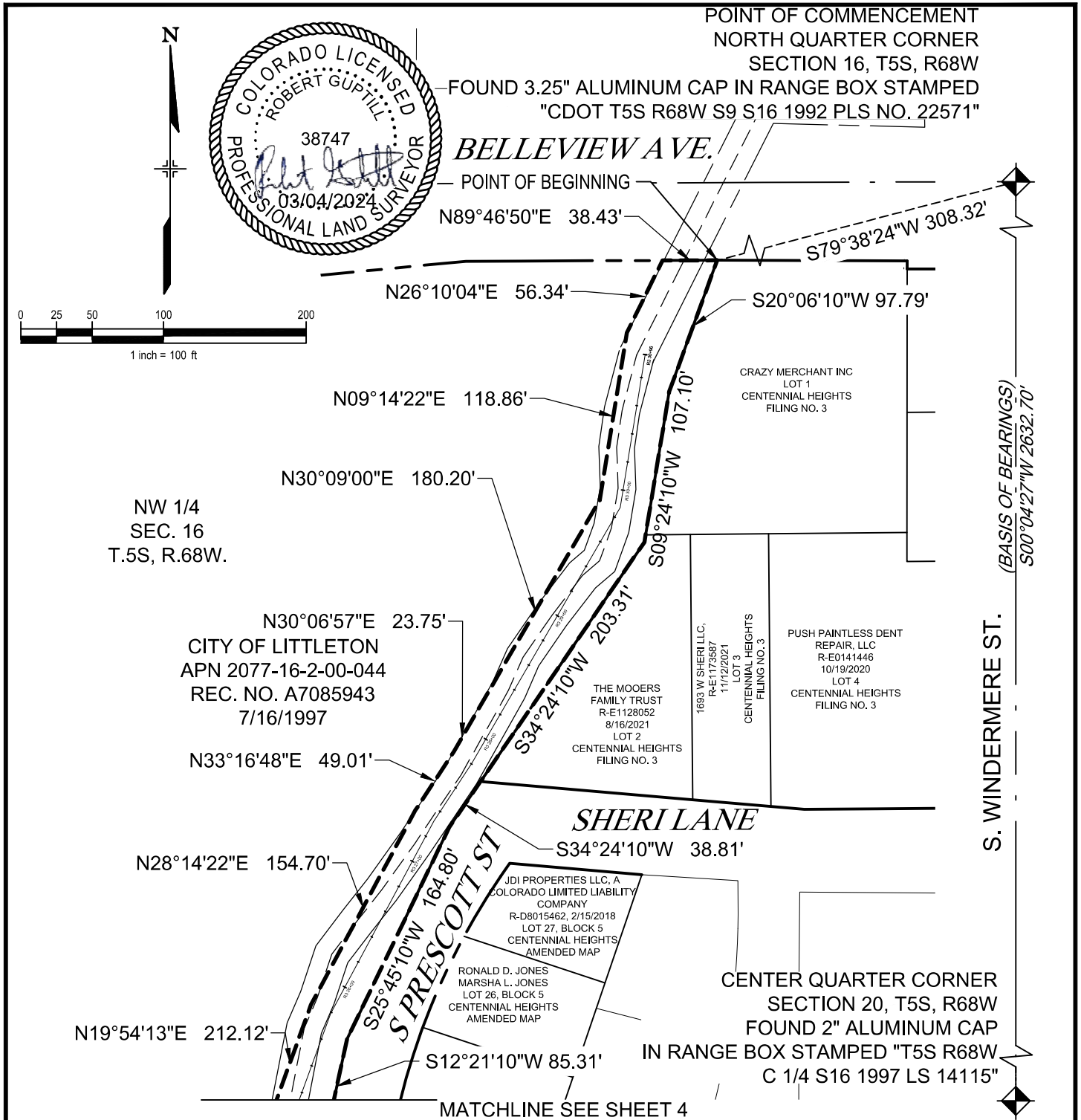
THENCE N19°54'13"E, a distance of 212.12 feet;

THENCE N28°14'22"E, a distance of 154.70 feet;
THENCE N33°16'48"E, a distance of 49.01 feet;
THENCE N30°06'57"E, a distance of 23.75 feet;
THENCE N30°09'00"E, a distance of 180.20 feet;
THENCE N09°14'22"E, a distance of 118.87 feet;
THENCE N26°10'04"E, a distance of 56.34 feet to said southerly Right of Way line of W
Bellevue Ave.;
THENCE N89°46'50"E, coincident with said southerly Right of Way line, a distance of 38.43
feet to the POINT OF BEGINNING;

The above-described permanent easement contains 45,456 square feet or 1.044 acres, more or
less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
6312 S Fiddlers Green Cir Suite 300N
Greenwood Village, CO 80111
Robert.Guptill@Jacobs.com





THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT
THE ATTACHED PROPERTY DESCRIPTION.



PERMANENT EASEMENT AREA=
45,456 SQ.FT., 1.044 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	J. OLMSTED	DATE	3/4/2024
SCALE	1"=100'		

Jacobs

9191 Jamaica Street, Englewood, Colorado 80112
+1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE
PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS
SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
REACH 3
ARAPAHOE COUNTY, COLORADO

TITLE:

PERMANENT EASEMENT
PE-R3-3 CITY OF LITTLETON

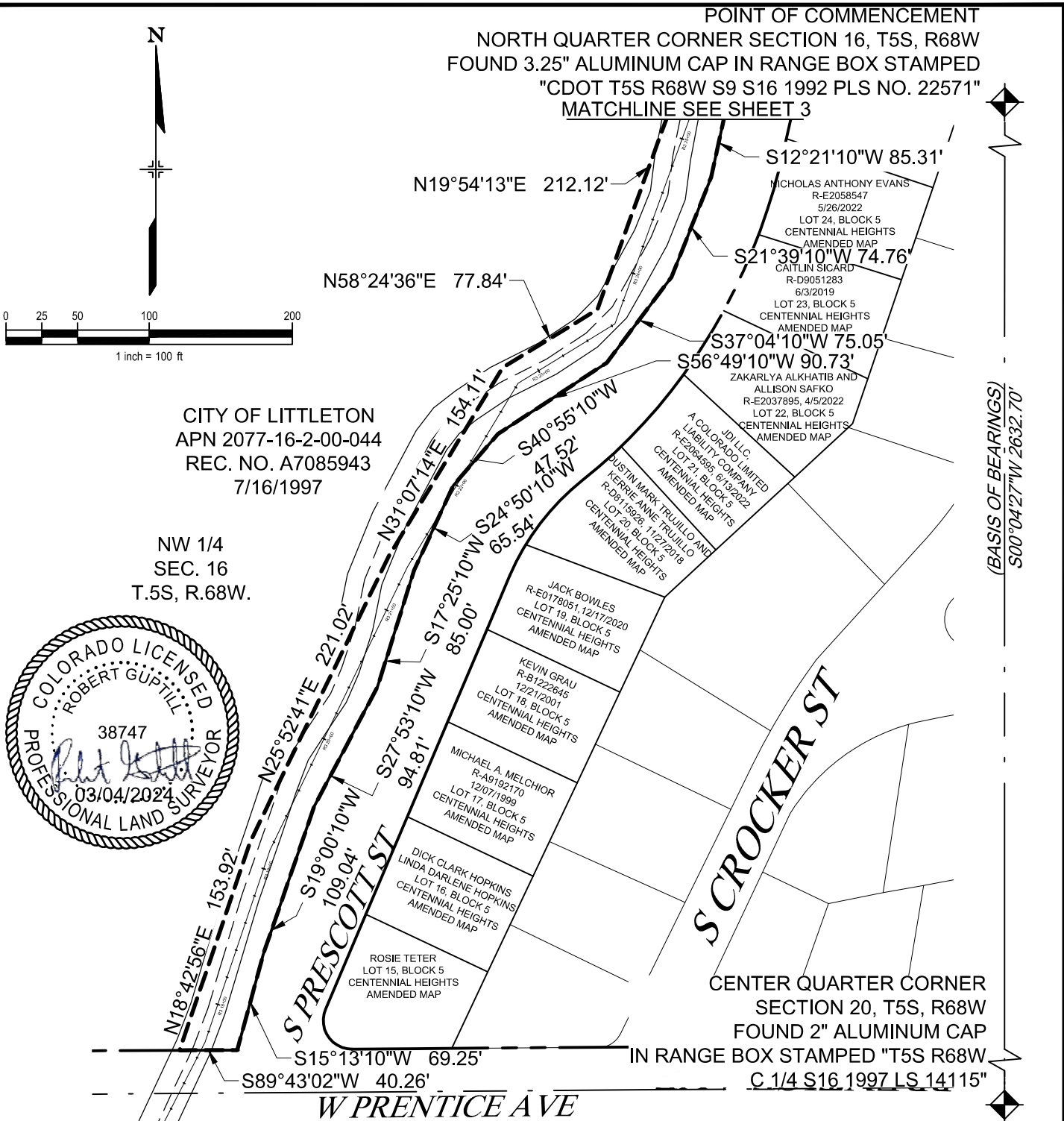
REVISION:

DRAWING NO.

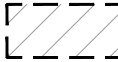
V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS.DWG

SHEET NO.

3 of 4



THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT
THE ATTACHED PROPERTY DESCRIPTION.



PERMANENT EASEMENT AREA=
45,456 SQ.FT., 1.044 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	J. OLMSTED	DATE	3/4/2024
SCALE	1"=100'		

JACOBS

9191 Jamaica Street, Englewood, Colorado 80112
+1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE
PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS
SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
REACH 3
ARAPAHOE COUNTY, COLORADO

TITLE:
PERMANENT EASEMENT
PE-R3-3 CITY OF LITTLETON

REVISION:
DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS.DWG

SHEET NO.
4 of 4