

## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Littleton, Colorado, a municipal corporation (the “City” or “Grantor”), whose mailing address is 2255 West Berry Avenue, Littleton, CO 80120 and [Type the legal name of the Grantee, type of business entity - corporation, LLC, if applicable and press f11 to proceed.] (“Grantee”).

### **RECITALS**

**WHEREAS** City is the owner of that certain real property, legally described on Exhibit “A” (the “Property”), attached hereto and incorporated by this reference; and

**WHEREAS** the Grantee has requested, and the City is willing to grant, a temporary construction easement over and across the property (the “Temporary Easement Area”), as generally depicted on Exhibit “B,” attached hereto and incorporated by this reference, for the limited purposes described herein;

**NOW THEREFORE**, for an in consideration of the covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

### **GRANT OF TEMPORARY EASEMENT**

1. The City hereby grants, bargains, sells and conveys to the Grantee, its employees, agents, and contractors, a temporary non-exclusive construction easement (“Easement”) in, to go, through, over, under and across the Temporary Easement Area for the limited purposes of: (i) non-public vehicular and pedestrian ingress and egress, including construction vehicles, in connection with construction of the improvements related to and required for the City of Englewood City Ditch Project (the “Project”); and (ii) to do all things reasonably necessary regarding the design, construction, installation and maintenance of the Project, including temporary access road installation; utility installation and relocation, surface grading and regrading; the cutting, trimming and removal of trees; site restoration as set forth in Paragraph 5; and pipeline installation and associated infrastructure. The City hereby acknowledges the use of the Temporary Easement Area is non-exclusive and that the Temporary Easement Area is an active construction site.
2. The City does hereby warrant to the Grantee that it is the owner of the real property, as described above, in fee simple and has the lawful right to convey the Easement herein granted. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties.
3. It is understood that the term of the Easement (“Term”) shall begin upon written notice from the Grantee to the City of the Grantee’s start date of construction (“Notice”) and shall expire

upon the earlier to occur of (i) Grantee's completion of the construction, or (ii) the date which is twenty-four (24) months after the Notice is delivered to Grantor; provided that such Notice is given within twelve (12) months from the Effective Date stated above. Grantee shall not commence construction until it has obtained all insurance required under this paragraph. Similarly, Grantee shall not allow any approved contractor or subcontractor to commence work on the Project until all similar insurance required of the contractor or subcontractor has been obtained. The Grantee shall obtain commercial general liability insurance of, at a minimum, combined single limits of \$3,000,000 per occurrence and \$3,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability, each at \$3,000,000 per occurrence. The City shall be named as an additional insured. Grantee shall provide, prior to the start of any work onsite, certificates of insurance to the City, to confirm this coverage.

4. Grantee acknowledges and agrees that Grantee's exercise of rights provided in this Easement shall be carried out in such manner as to not interfere with current operations on City's property. Grantee agrees that in exercising its use of the Easement, the Grantee, its employees, agents, consultants, contractors, and subcontractors, shall undertake all reasonable and prudent actions, including but not limited to any safety measures, necessary to protect the Temporary Easement Area and to not unreasonably interfere with ingress and egress by the City and its representatives; provided, the parties shall reasonably cooperate to accommodate each other's use hereunder. Grantee shall not use the Temporary Easement Area in a manner inconsistent with the Easement. Grantee acknowledges and agrees that the Grantee, its agents, employees, consultants, contractors, and subcontractors, enter the Temporary Easement Area for the purpose of the Easement at its own risk. The City does not assume any risk, liability, or responsibility or duty of care as to the Grantee's employees, agents, consultants, contractors, and subcontractors when on the Temporary Easement Area under the rights granted in this Easement.
5. Upon completion of the Project, Grantee agrees to restore and regrade the surface areas of the Temporary Easement Area to the same condition as prior to the exercise of the rights under this Easement, as acceptable to the City.
6. The City reserves the rights to the use and occupancy the Easement Property and to grant further easement interests in the Property to other grantees so long as such interests and uses do not unreasonably interfere with the use of the Grantee and its employees, agents, consultants, contractors, and subcontractors, as permitted in this Easement Agreement.
7. All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to City:                      City of Littleton  
   2255 West Berry Ave  
   Littleton, Colorado 80120

If to Grantee:            If to Grantee: City of Englewood  
                                 Attn.: City Clerk  
                                 1000 Englewood Parkway  
                                 Englewood, CO 80110

With a copy to:        City of Englewood  
                                 Attn.: City Attorney  
                                 1000 Englewood Parkway  
                                 Englewood, CO 80110

City or Grantee may change its address by giving notice to the other as provided for above.

8. The provisions hereof shall not constitute a lien or encumbrance on the Property and this Easement Agreement, or any memorandum thereof, shall not be recorded in the office for the county (or any other jurisdiction) in which the Property is located.
9. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
10. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
11. This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Easement Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the City has executed this Grant of Temporary Easement the day and year first above written.

**CITY/GRANTOR:**

\_\_\_\_\_  
James Becklenberg  
City Manager for City of Littleton, CO

**ATTEST:**

\_\_\_\_\_  
Colleen Norton, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Reid Betzing, City Attorney

**ACCEPTANCE**

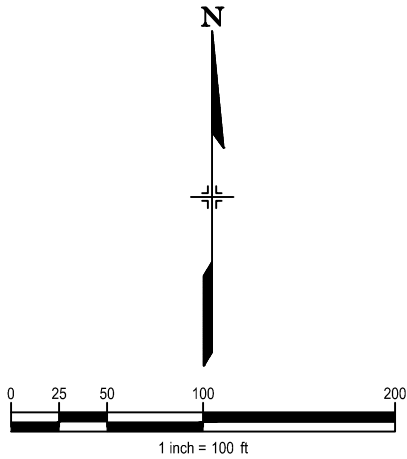
The Grantee, City of Englewood, hereby accepts the above grant as a temporary construction easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ENGLEWOOD, CO**

\_\_\_\_\_

NORTH QUARTER CORNER SECTION 16, T5S, R68W, 6TH P.M.  
FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
"CDOT T5S R68W S9 S16 1992 PLS NO. 22571"



THE CITY OF LITTLETON  
REC. NO. 1777838 B2857 P297  
9/27/1978

NW 1/4  
SEC. 16  
T.5S, R.68W.

RIGHT OF WAY PER  
REC. NO. 1777838 B2857 P297  
9/27/1978

BNSF RIGHT OF WAY  
BNSF DOC# C.E. 505662  
DATED AUG. 3, 2016

PROPOSED CITY DITCH ALIGNMENT

N57°28'44"E 36.39'

S89°39'13"W 87.83'

POINT OF BEGINNING

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TEMPORARY EASEMENT AREA=  
107,687 SQ.FT., 2.472 ACRES±

JACOBS PROJECT NO.	WXBYB2300
CLIENT PROJECT NO.	N/A
REVISION DESCRIPTION	N/A
DRAWN	J. OLMSTED
DATE	2/14/2025
SCALE	1"=100'

**Jacobs**

6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111  
+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:

TEMPORARY EASEMENT  
TE-R3-1 CITY OF LITTLETON

REVISION:

DRAWING NO.

V-WXBYB2300-CITY-DITCH-PH2-PROP\_TEMP\_EXHIBITS.DWG

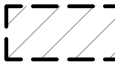
SHEET NO.

1 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N81° 24' 29"E	15.42
L2	S89° 56' 01"E	40.11
L3	S07° 59' 40"E	55.20
L4	S04° 51' 00"W	32.60
L5	S89° 55' 01"E	23.45
L6	N09° 41' 10"E	60.22
L7	N15° 01' 41"E	19.60
L8	N51° 42' 47"E	14.25
L9	S85° 48' 59"E	55.69
L10	S79° 48' 07"W	26.42
L11	S70° 24' 34"W	11.75

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S53° 43' 43"W	16.22
L13	S38° 14' 59"W	12.53
L14	S15° 33' 08"W	15.77
L15	S05° 16' 14"W	18.07
L16	S07° 57' 57"W	25.62
L17	S12° 59' 54"W	103.40
L18	S05° 39' 56"E	80.05
L19	S39° 24' 00"W	55.66
L20	S47° 37' 02"E	89.98
L21	S89° 33' 10"W	74.30

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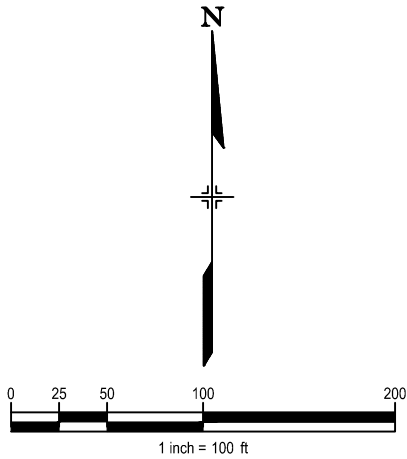
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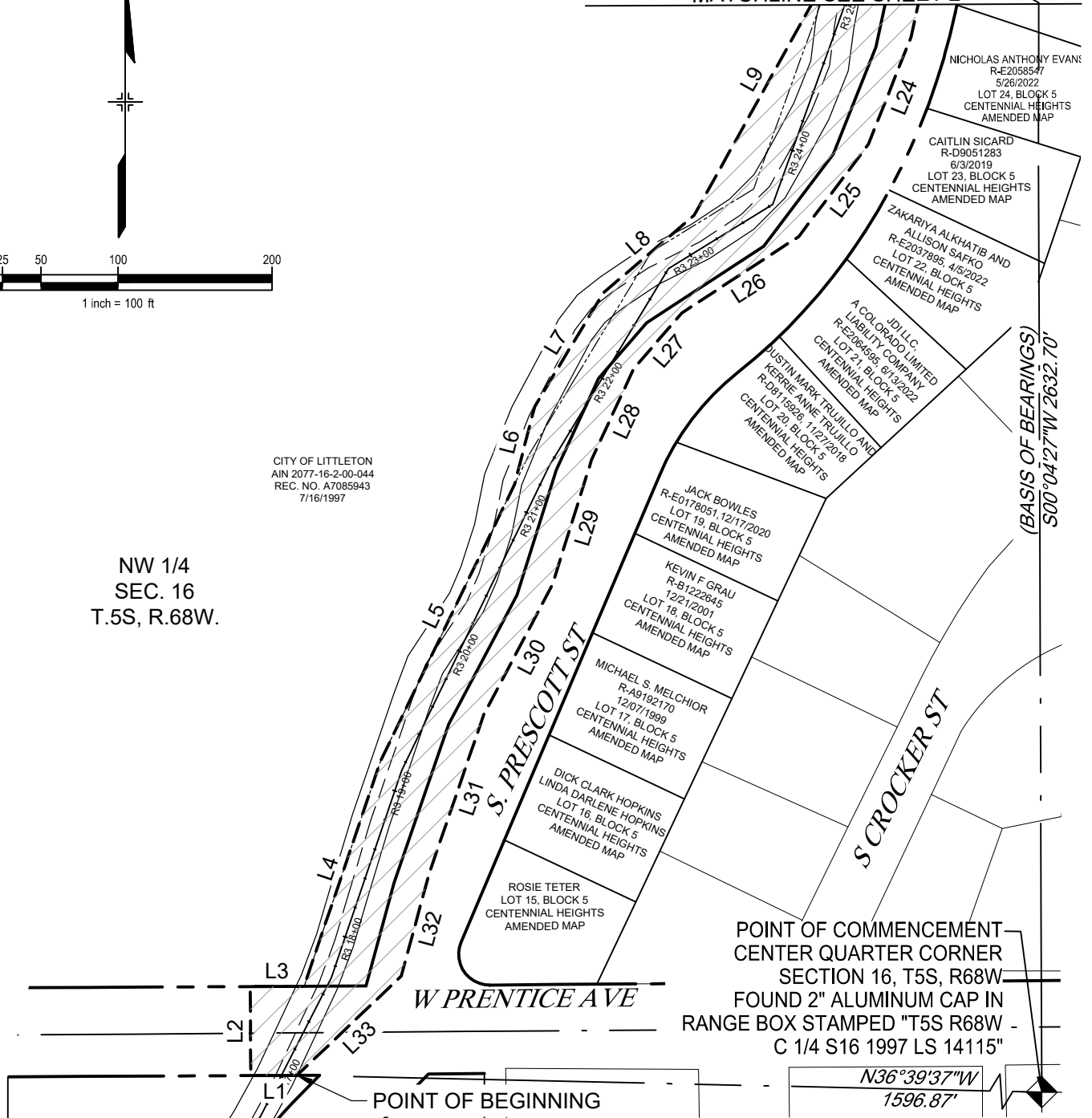
2 of 2

NORTH QUARTER CORNER SECTION 16, T5S, R68W  
FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
"CDOT T5S R68W S9 S16 1992 PLS NO. 22571"  
MATCHLINE SEE SHEET 2



CITY OF LITTLETON  
AIN 2077-16-2-00-044  
REC. NO. A7085943  
7/16/1997

NW 1/4  
SEC. 16  
T.5S, R.68W.



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TEMPORARY EASEMENT AREA=  
81,991 SQ. FT., 1.882 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	J. OLMSTED	DATE	11/14/2024
SCALE	1"=100'		

**Jacobs**

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ENGLEWOOD CITY DITCH PHASE 2  
REACH 3  
ARAPAHOE COUNTY, COLORADO

TITLE:

TEMPORARY EASEMENT  
TE-R3-2 CITY OF LITTLETON

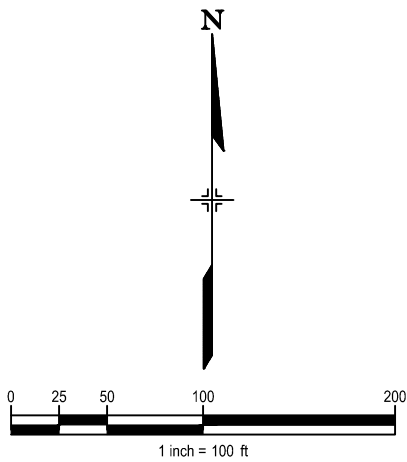
REVISION:

DRAWING NO.

V-WXYB2300-CITY-DITCH-PH2-PROP\_TEMP\_EXHIBITS.DWG

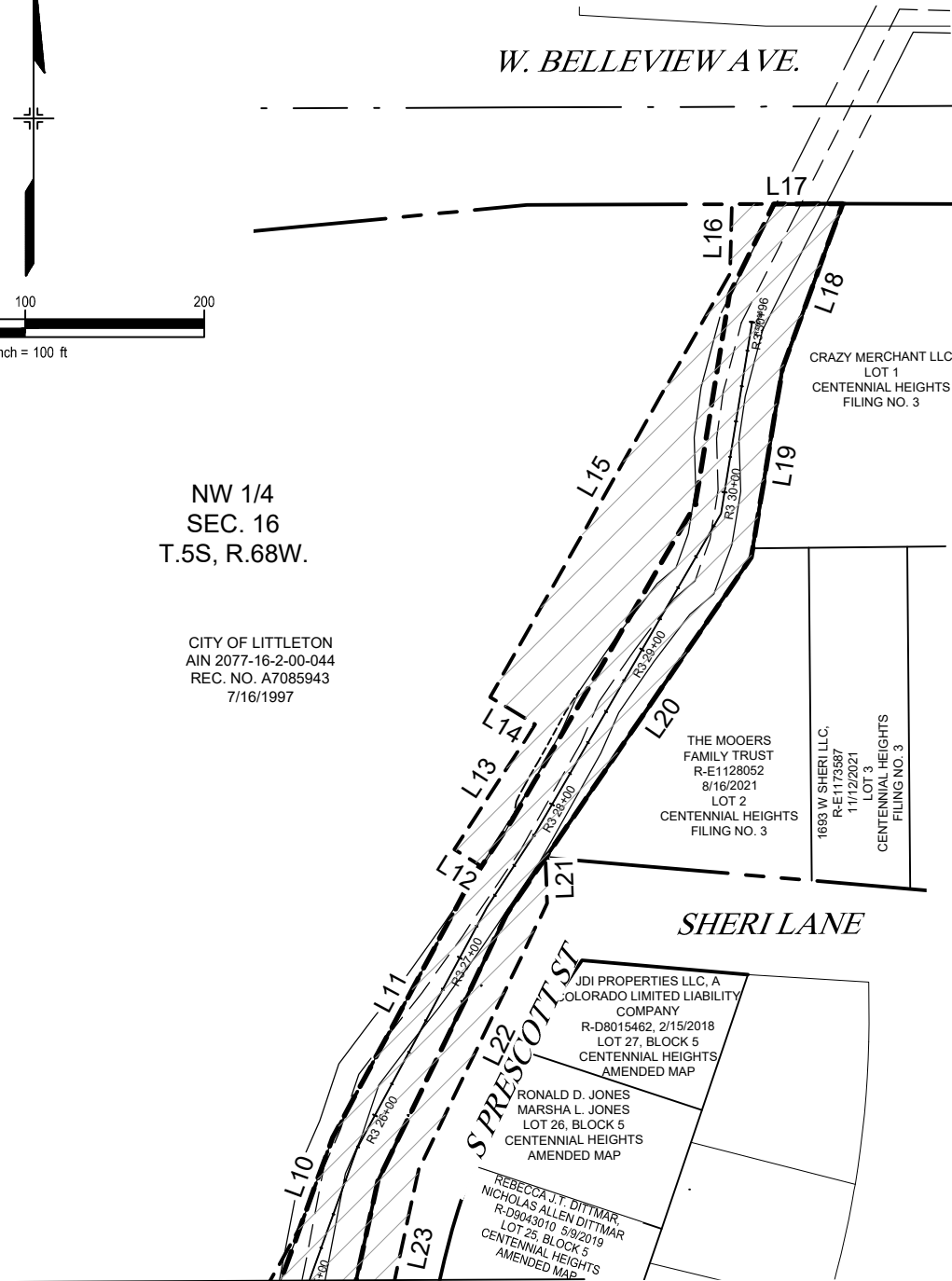
SHEET NO.

1 of 3



NW 1/4  
SEC. 16  
T.5S, R.68W.

CITY OF LITTLETON  
AIN 2077-16-2-00-044  
REC. NO. A7085943  
7/16/1997



MATCHLINE SEE SHEET 1

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SHEET NO.

2 of 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 43' 02"W	30.00
L2	N00° 16' 58"W	57.77
L3	N89° 43' 02"E	34.93
L4	N18° 45' 32"E	154.85
L5	N25° 52' 41"E	199.28
L6	N14° 23' 22"E	51.76
L7	N31° 07' 14"E	86.11
L8	N49° 29' 34"E	77.76
L9	N29° 04' 28"E	190.93
L10	N19° 54' 13"E	52.78
L11	N28° 14' 45"E	172.97
L12	N57° 58' 12"W	16.35
L13	N32° 55' 24"E	83.15
L14	N58° 55' 33"W	29.39
L15	N29° 30' 00"E	272.19
L16	N01° 24' 07"E	38.53
L17	N89° 46' 50"E	61.89

LINE TABLE		
LINE	BEARING	DISTANCE
L18	S20° 06' 10"W	97.79
L19	S09° 24' 10"W	107.10
L20	S34° 24' 10"W	203.31
L21	S02° 02' 24"E	25.60
L22	S25° 45' 10"W	164.80
L23	S12° 21' 10"W	85.31
L24	S21° 39' 10"W	74.76
L25	S37° 04' 10"W	75.05
L26	S56° 49' 10"W	90.73
L27	S40° 55' 10"W	47.52
L28	S24° 50' 10"W	65.54
L29	S17° 25' 10"W	85.00
L30	S27° 53' 10"W	94.81
L31	S19° 00' 10"W	109.04
L32	S15° 13' 10"W	69.25
L33	S46° 26' 02"W	93.48

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