

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
FOR REACH 2A OF THE CITY DITCH PIPING PROJECT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 the City of Englewood, a Colorado municipality whose place of business is 1000 Englewood Parkway, Englewood, Colorado 80110 (“Grantee”).

**RECITALS**

**WHEREAS** City is the owner of certain real property (the “Property”) as generally depicted on Exhibit A, 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”), also generally depicted on Exhibit A , 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, and conveys to the Grantee, its employees, agents, and contractors, a temporary non-exclusive construction easement (“Easement”) in, and 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”); (ii) staging of materials and equipment necessary for construction of the Project; and (iii) to do all other 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 \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability, each at \$1,000,000 per occurrence. The policy shall include coverage for explosion, collapse, and underground hazards (XCU). The Grantee shall also obtain comprehensive automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 with respect to owned, hired, and/or non-owned vehicles assigned to or used in the performance of the Project. Grantee further agrees that all its employees working on the Project shall be covered by adequate Workers' Compensation Insurance. Grantee further agrees to require each of its contractors and their subcontractors working on the Project to obtain adequate liability and automobile liability insurance that includes Grantor and Workers' Compensation Insurance in the minimum amounts as required by applicable law. The City shall be named as an additional insured on each of the required policies.

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 occupy 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  
  Attn: City Manager and City Attorney  
  2255 West Berry Ave  
  Littleton, Colorado 80120

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

\_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Date

**ACCEPTANCE**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF ENGLEWOOD

By: \_\_\_\_\_  
Date

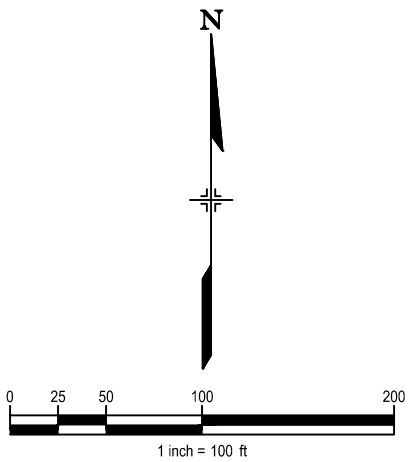
ATTEST:

\_\_\_\_\_  
City Clerk Date

## Exhibit A

EAST QUARTER CORNER SECTION 20, T5S, R68W  
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

MATCHLINE SEE SHEET 2



SE 1/4  
 SEC. 20  
 T.5S, R.68W.

BNSF RIGHT  
 OF WAY

CITY OF LITTLETON  
 APN: 2077-20-4-00-014  
 REC. NO. E1031922  
 2/25/2021

EXIST.  
 CITY  
 DITCH  
 ESMT.

ARCHDIOCESE OF DENVER PASTOR ST  
 MARY'S CATHOLIC C  
 LOT 1, BLOCK 1  
 ST. MARY'S SUBDIVISION  
 FILING NO. 1  
 REC. NO. 93-32140  
 BOOK 107 PAGE 73 3/18/1993


POINT OF COMMENCEMENT  
 SOUTHEAST CORNER SECTION 20, T5S, R68W  
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

POINT OF BEGINNING

(BASIS OF BEARINGS)  
 $S00^{\circ}13'02''E$  2632.35'

$N65^{\circ}33'18''W$   
 1257.53'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=  
 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'

**Jacobs**

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237  
 +1 (720) 286-2000

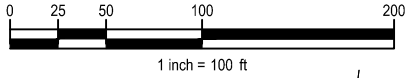
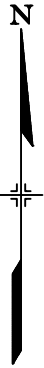
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2  
 REACH 2  
 ARAPAHOE COUNTY, COLORADO

TITLE:  
 TEMPORARY EASEMENT  
 TE-R2 REV CITY OF LITTLETON

REVISION:  
 DRAWING NO.  
 V-WXYB2300-CITY-DITCH-PH2-PROP\_TEMP\_EXHIBITS.DWG

SHEET NO.  
 1 of 4

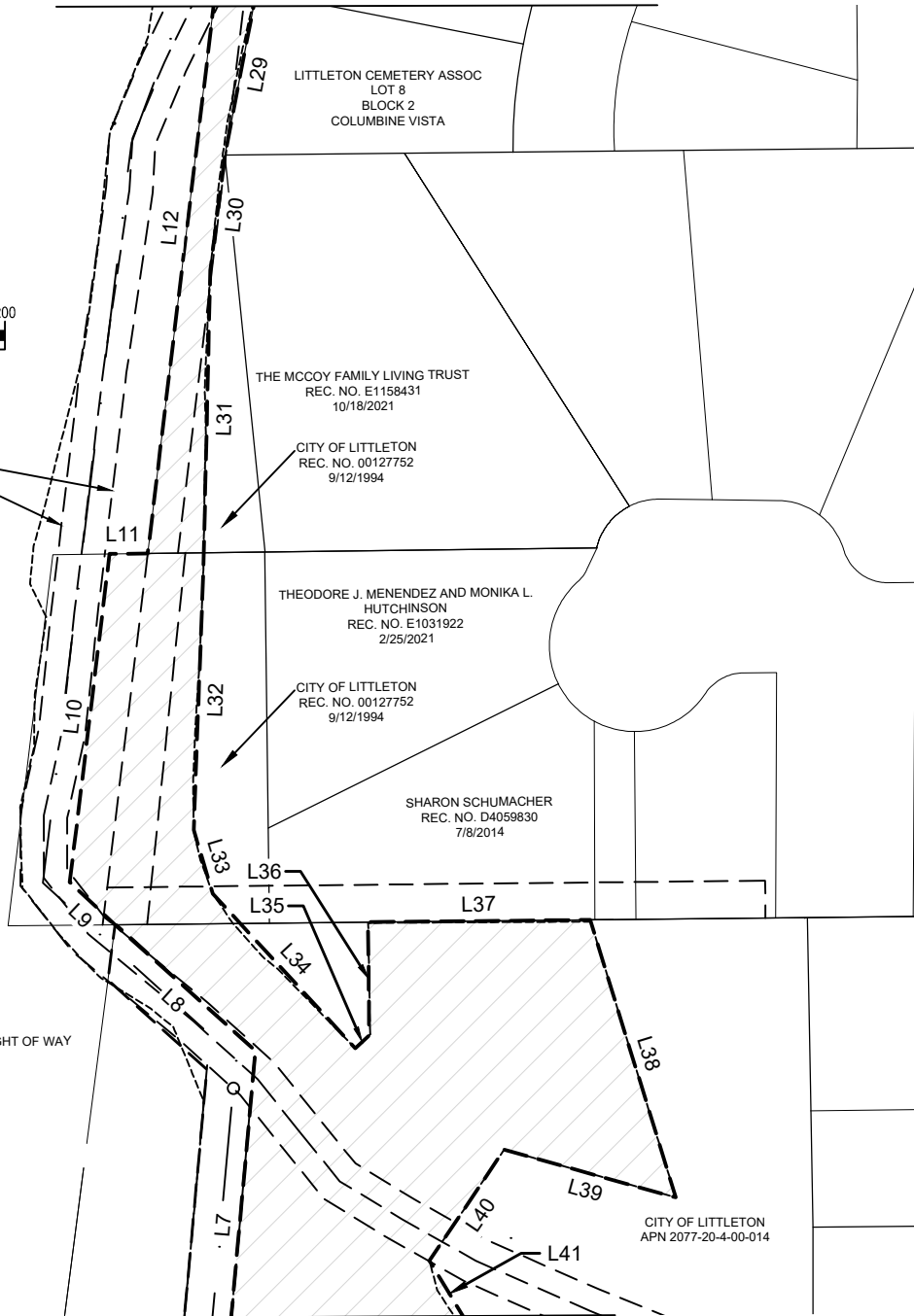


SE 1/4  
SEC. 20  
T.5S, R.68W.

EXIST.  
CITY  
DITCH  
ESMT.

BNSF RIGHT OF WAY

MATCHLINE SEE SHEET 3



MATCHLINE SEE SHEET 1

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TEMPORARY EASEMENT AREA=  
118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

**Jacobs**

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237  
+1 (720) 286-2000

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ENGLEWOOD CITY DITCH PHASE 2  
REACH 2  
ARAPAHOE COUNTY, COLORADO

TITLE:

TEMPORARY EASEMENT  
TE-R2 REV CITY OF LITTLETON

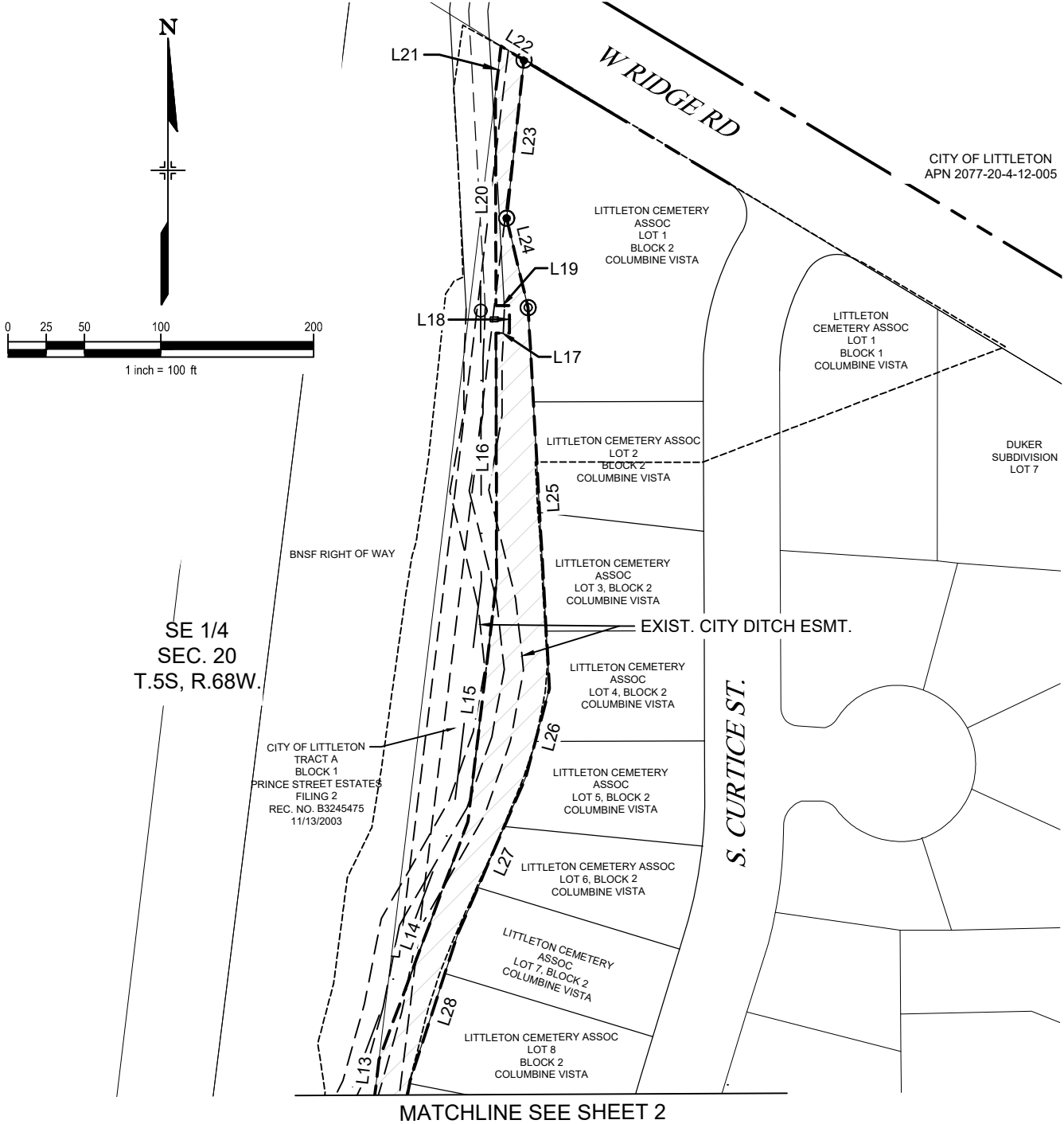
REVISION:

DRAWING NO.

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

SHEET NO.

2 of 4



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA= 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

**JACOBS**

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ENGLEWOOD CITY DITCH PHASE 2  
REACH 2  
ARAPAHOE COUNTY, COLORADO

TITLE:  
TEMPORARY EASEMENT  
TE-R2 REV CITY OF LITTLETON

REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 3 of 4
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07° 18' 51"E	21.81
L2	N45° 44' 38"E	13.49
L3	N34° 06' 48"E	54.30
L4	N06° 47' 56"E	313.56
L5	N74° 26' 56"E	55.94
L6	N11° 05' 10"E	131.39
L7	N05° 10' 39"E	188.79
L8	N48° 05' 59"W	101.03
L9	N46° 48' 04"W	33.24
L10	N06° 53' 57"E	177.18
L11	N89° 16' 38"E	20.46
L12	N06° 52' 06"E	289.37
L13	N06° 52' 06"E	29.96
L14	N20° 29' 30"E	165.91
L15	N06° 48' 53"E	158.56
L16	N00° 08' 12"W	162.28
L17	N89° 51' 48"E	8.74
L18	N00° 08' 12"W	18.00
L19	S89° 51' 48"W	8.74
L20	N00° 08' 12"W	138.92
L21	N06° 52' 06"E	31.07
L22	S58° 07' 24"E	17.54
L23	S06° 15' 48"W	104.09
L24	S13° 34' 52"E	60.23
L25	S03° 12' 21"E	249.50
L26	S14° 58' 00"W	60.00
L27	S23° 28' 00"W	112.00
L28	S17° 58' 00"W	100.00
L29	S10° 53' 00"W	92.00
L30	S07° 14' 53"W	62.12
L31	S01° 18' 38"W	159.80
L32	S02° 08' 39"W	140.29

LINE TABLE		
LINE	BEARING	DISTANCE
L33	S16° 44' 39"E	35.59
L34	S42° 39' 42"E	112.57
L35	N47° 04' 56"E	10.19
L36	N00° 31' 44"W	60.60
L37	N89° 24' 35"E	118.88
L38	S17° 10' 45"E	155.68
L39	N74° 29' 15"W	95.51
L40	S33° 55' 26"W	71.62
L41	S31° 02' 00"E	59.81
L42	S73° 19' 35"E	97.61
L43	S61° 35' 29"E	38.45
L44	S21° 44' 48"E	27.90
L45	N73° 48' 36"E	20.00
L46	S20° 16' 51"E	30.35
L47	S46° 08' 49"E	23.12
L48	S45° 11' 19"W	44.59
L49	S64° 15' 25"W	67.12
L50	N14° 52' 19"W	56.33
L51	N27° 54' 32"W	17.34
L52	N61° 05' 08"W	26.36
L53	S85° 44' 08"W	21.28
L54	S69° 59' 21"W	179.69
L55	S11° 05' 10"W	18.84
L56	S74° 26' 56"W	56.68
L57	S06° 56' 36"W	91.84
L58	S60° 17' 46"W	19.90
L59	S06° 47' 56"W	33.65
L60	S10° 20' 29"E	141.64
L61	S48° 49' 28"W	36.26
L62	S41° 10' 32"E	12.00
L63	S48° 49' 28"W	95.56

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'

**Jacobs**

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237  
+1 (720) 286-2000

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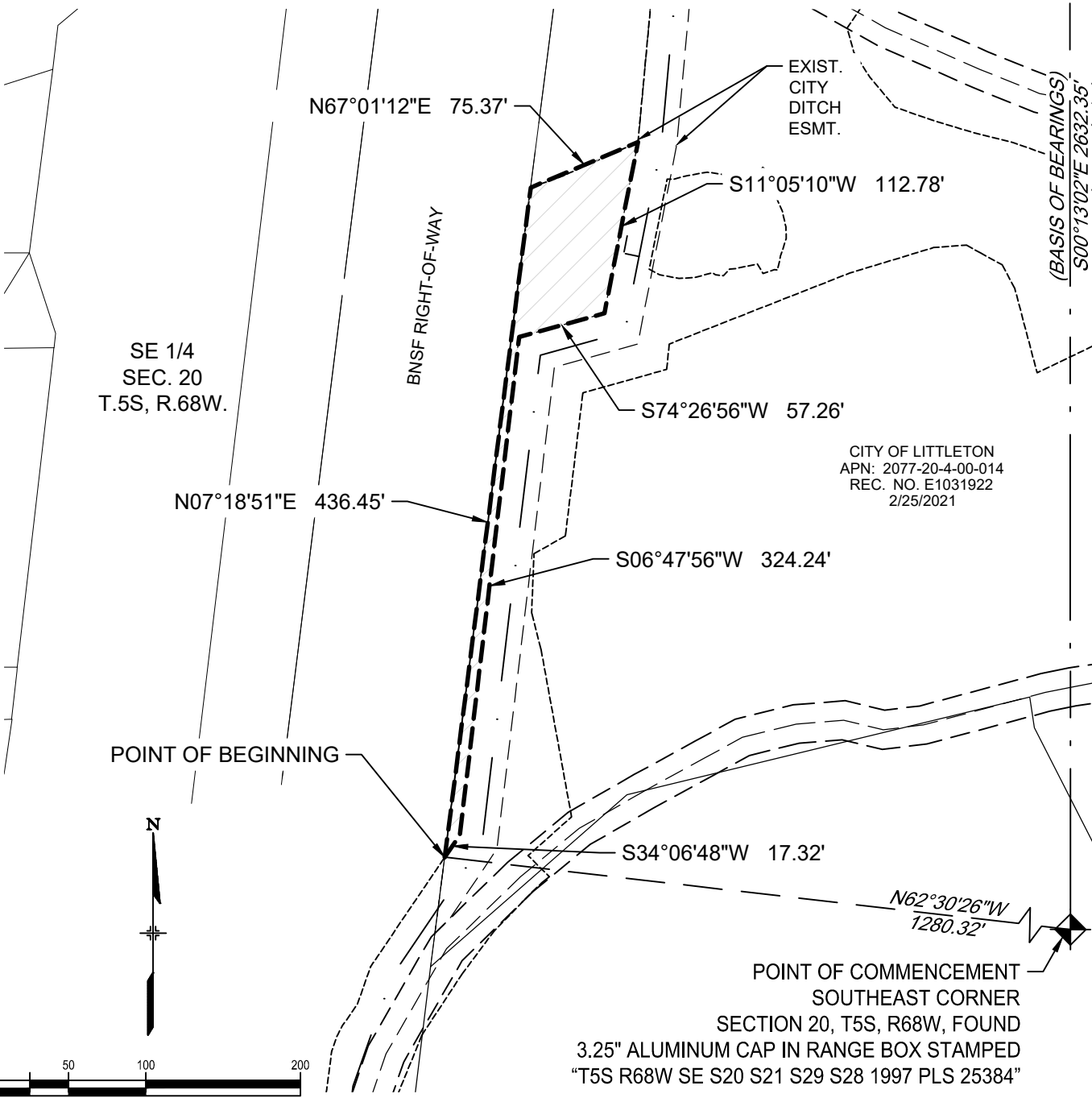
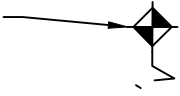
ENGLEWOOD CITY DITCH PHASE 2  
REACH 2  
ARAPAHOE COUNTY, COLORADO

TITLE:  
TEMPORARY EASEMENT  
TE-R2 REV CITY OF LITTLETON

REVISION: DRAWING NO.  
V-WXYB2300-CITY-DITCH-PH2-PROP\_TEMP\_EXHIBITS.DWG

SHEET NO.  
4 of 4

EAST QUARTER CORNER SECTION 20, T5S, R68W  
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"



SE 1/4  
 SEC. 20  
 T.5S, R.68W.

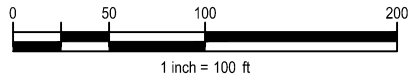
BNSF RIGHT-OF-WAY

EXIST.  
 CITY  
 DITCH  
 ESMT.

(BASIS OF BEARINGS)  
 S00°13'02"E 2632.35'

CITY OF LITTLETON  
 APN: 2077-20-4-00-014  
 REC. NO. E1031922  
 2/25/2021

POINT OF BEGINNING



POINT OF COMMENCEMENT  
 SOUTHEAST CORNER  
 SECTION 20, T5S, R68W, FOUND  
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TEMPORARY EASEMENT AREA=  
 8,485 SQ.FT., 0.195 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'
<b>Jacobs</b>			
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-12 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1

POINT OF COMMENCEMENT  
 EAST QUARTER CORNER SECTION 20, T5S, R68W  
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

SE 1/4  
 SEC. 20  
 T.5S, R.68W.

POINT OF BEGINNING

BNSF RIGHT-OF-WAY

EXIST.  
 CITY  
 DITCH  
 ESMT.

CITY OF LITTLETON  
 TRACT A BLOCK 1  
 PRINCE STREET ESTATES  
 FILING 2  
 REC. NO. B3245475  
 11/13/2003

N06°52'06"E 325.49'

S00°08'12"E 114.22'

LITTLETON  
 CEMETERY ASSOC  
 LOT 2  
 BLOCK 2  
 COLUMBINE VISTA

LITTLETON  
 CEMETERY  
 ASSOC  
 LOT 3, BLOCK 2  
 COLUMBINE VISTA

LITTLETON  
 CEMETERY  
 ASSOC  
 LOT 4, BLOCK 2  
 COLUMBINE VISTA

LITTLETON  
 CEMETERY  
 ASSOC  
 LOT 5, BLOCK 2  
 COLUMBINE VISTA

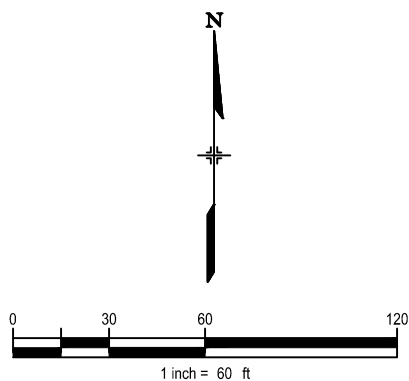
LITTLETON  
 CEMETERY ASSOC  
 LOT 6, BLOCK 2  
 COLUMBINE VISTA

S06°48'53"W 154.05'


S20°29'30"W 59.75'

SOUTHEAST CORNER  
 SECTION 20, T5S, R68W, FOUND  
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED  
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

(BASIS OF BEARINGS)  
 S00°13'02"E 2632.35'



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=  
 3,355 SQ.FT., 0.077 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=60'
<b>Jacobs</b>			
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-13 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1