

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Easement") is made and entered into this day of _____, 2025, by and between the CITY OF COMMERCE CITY (hereinafter referred to as "City" or "Grantor") and LGI Homes – Colorado, LLC, a a Colorado limited liability company, and its successors and assigns (hereinafter referred to as "LGI" "Grantee"). The parties may be referred to individually as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Grantee requires an easement for constructing, accessing and maintaining infrastructure improvements on City-owned property adjacent to East 88th Avenue and Tower Road, including installation of a southbound right turn lane on East 88th Avenue. Hereinafter referred to as the "Project" and more particularly described in Exhibit B, attached hereto and incorporated herein;

WHEREAS, the City is the owner of certain real property adjacent to East 88th Avenue and Tower Road, which property encompasses the proposed easement area, which is legally described on **Exhibit A** attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, Grantee shall be responsible for constructing the Project in the Easement Area, following which ownership of the Project shall transfer from Grantee to the City and this Agreement shall terminate.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration paid by Grantee to the City, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Easement. City does hereby grant and convey to Grantee an easement in, through, upon, over, under, and across the Easement Area for the construction, installation, operation, maintenance, repair, replacement, inspection and access to, including ingress and egress, on a regular and customary basis, including the right to alter the topography of the Easement Area to the extent necessary to properly construct and maintain the Project; provided, however, that the Grantee, together with its successors, assigns, licensees and its and their contractors, agents, employees and invitees, shall have the right to enter upon the Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the exercise of the Easement.

2. Term. The Easement shall begin on the date of complete execution of this Agreement and notwithstanding any provision contained herein, shall continue so that each and every benefit herein granted is a covenant running with title to the property from which the Easement Area is part of. Notwithstanding the foregoing, the Easement shall terminate once the

City issues a 'Final Acceptance' of the Projects, and ownership of the Projects is transferred to the City, or a third party designated by the City, at which point Grantee shall cease to have any rights or obligations under this Agreement.

3. Retained Rights. The City retains all rights to use, convey and enjoy the Easement Area, subject to the rights granted to Grantee herein. Except as otherwise authorized herein, Grantee shall not disturb or alter the Easement Area, except to the extent necessary to complete the Project. The Grantor reserves the right to grant additional easements within the Property, subject to the rights granted to Grantee hereunder.

4. Safety Measures. Grantee shall cause all contractors doing work on or about the Easement Area to take all necessary and appropriate safety measures with respect to all construction activities on or about the Easement Areas.

5. Mechanic's Liens. Grantee shall pay or cause to be paid all costs for work done by or on behalf of Grantee or any of its designees, contractors, or assigns, occupying any portion of the Easement Area. And Grantee will keep the Easement Area free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of Grantee. Grantee hereby agrees to indemnify, defend and save the City harmless whatsoever including claims or liens of laborers or materials on or others for work performed for or materials or supplies furnished to Grantee or any persons claiming by, through, or under Grantee. Should any liens be filed or recorded against the Easement Area or any action affecting title thereto be commenced as a result of assigned work, Grantee shall cause such liens to be removed of record within ten (10) days thereof. If Grantee desires to contest any such claim of lien, Grantee shall furnish to the City adequate security of at least the amount of such claim, and obtain the release of such lien. If a final judgment establishing the validity or existence of any lien for any amount is entered, Grantee shall immediately pay and satisfy the claim.

6. Hazardous Substances. Grantee shall not use, store, or dispose of any hazardous substances on the Easement Area or adjacent property and Grantee shall prevent any of its agents, designees, contractors and any other person from using, storing or depositing any hazardous substances on the Easement Area or adjacent property. In the event that hazardous substances are deposited on the Easement Area or the adjacent property by Grantee or its assigns, Grantee shall be solely liable and responsible for the removal of such hazardous substances and shall immediately remove such substances from the Easement Area or the adjacent property, as the case may be, and restore the same to the conditions which existed prior to the introduction of such substances onto the property. For the purpose of this Agreement, the term "hazardous substances" shall have the meaning as set forth in any federal, or state law relating to hazardous substances or materials including OSHA, CERCLA, RECRA, and SARA.

7. Repair and Maintenance. Grantee shall repair and maintain the infrastructure installed in service of the Project at its sole cost and expense, and shall keep the same

in good and operable condition at all times, until such time as the City issues a 'Final Acceptance' of the Projects and ownership of the Projects transfers to the City, at which point Grantee shall cease to have any obligations with respect to the Projects.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their agents, successors, and assigns.

9. Easement to Run With Land; Recordation. This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. Grantee shall record this Easement within thirty (30) days of execution.

10. Notice. Any notice or communication between City and Grantee which may be required, or which may be given, under the terms of this Agreement shall be made in writing and shall be deemed effective upon personal service of the other Party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the Party to be notified may have designated by like notice to the sender):

DEVELOPER:

Kacy Flemons, Officer
LGI Homes – Colorado, LLC
2000 S. Colorado Blvd., Tower 2, Ste. 340
Denver, CO 80222

CITY:

Director, Dept. of Community Development
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80222

With copies to:

City Attorney's Office
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. No Waiver Of Governmental Immunity. No term or condition of this Easement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

13. Entire Agreement; Modifications. This Agreement constitutes the entire agreement

between the Parties relating to the subject matter hereof and may not be modified or amended except by written instrument executed by the City and Grantee.

14. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision shall be deemed severed from this Agreement and this Agreement shall then be enforced to the fullest extent permitted by applicable law.

{The remainder of this page is left intentionally blank}

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this EASEMENT AGREEMENT, the Parties have executed this EASEMENT AGREEMENT as of the date first written above.

CITY OF COMMERCE CITY

Steve Douglas, Mayor

ATTEST:

Dylan A. Gibson, City Clerk

Approved as to form:

Genevieve "Jean" Gill Assistant City Attorney

GRANTEE

Kacy Flemons
Signature

Kacy Flemons, Officer
Printed Name & Title

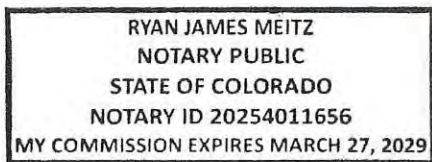
STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was signed before me this 18th day
of June, 2025, by
Kacy Flemons (Name of Authorized
Signer), Officer
(Title) of LGI homes (Developer).

WITNESS my hand and official seal.

My commission expires MARCH 27th 2029.



[Signature]
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

A VARYING WIDTH EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN THOSE LANDS CONVEYED TO THE CITY OF COMMERCE CITY BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20180001033013 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED, "ISI T2S R66W S21/S22/S28/S27 LS 29425-2018", FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 21, BEING MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2" DIAMETER ALUMINUM CAP STAMPED, "ISI T2S R66W 1/4 S21/S22 LS 29425-2018" IS ASSUMED TO BEAR NORTH 00°20'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, A DISTANCE OF 2636.98 FEET;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 21, NORTH 00°20'45" WEST, A DISTANCE OF 229.90 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°39'15" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD (A VARYING WIDTH PUBLIC RIGHT-OF-WAY) AS IT CURRENTLY EXISTS, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°20'45" EAST, A DISTANCE OF 200.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 88TH AVENUE (A VARYING WIDTH PUBLIC RIGHT-OF-WAY) AS IT CURRENTLY EXISTS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°22'09" WEST, A DISTANCE OF 57.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND OVER AND ACROSS AFOREMENTIONED CITY OF COMMERCE CITY PARCEL THE FOLLOWING THREE (3) COURSES;

1. NORTH 00°20'45" WEST, A DISTANCE OF 38.00 FEET;
2. NORTH 89°22'09" EAST, A DISTANCE OF 39.00 FEET;
3. NORTH 00°20'45" WEST, A DISTANCE OF 162.05 FEET TO A POINT ON THE SAID NORTHERLY LINE OF SAID CITY OF COMMERCE CITY PARCEL;



THENCE ALONG SAID NORTHERLY LINE, NORTH 89°22'09" EAST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 5,083 SQUARE FEET OR 0.117 ACRES, MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

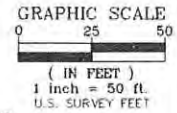
I, STACY LYNN JACOBS, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEASE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



STACY LYNN JACOBS, P.L.S. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING

Dwg Name: P:\LGI\CCC002.dwg \Surr\Final Drawings\Exhibits\Surr\Temp Construction Esmt.dwg Updated By: JML 5/13/2025 12:54 PM

EXHIBIT A



TRACT D
SECOND CREEK FARM
FILING NO. 1
AMENDMENT NO. 1
RECEPTION NO. 2019000071790

SLOPE AND
DRAINAGE EASEMENT
RECEPTION NO. 2016000057045
10' UTILITY
EASEMENT
RECEPTION NO. 2016000054105

TOWER ROAD
(PUBLIC R.O.W. VARIES)
BOOK 137, PAGE 611
RECEPTION NO. 20050930001070140
RECEPTION NO. 20180000024987

EAST QUARTER CORNER
SECTION 21, T2S, R66W
FOUND 3.25" ALUMINUM CAP
STAMPED, "LS 29425, 2018"
IN MONUMENT BOX

UNPLATTED
CITY OF COMMERCE CITY
SPECIAL WARRANTY DEED
RECEPTION NO. 2018000103013

TEMPORARY
CONSTRUCTION
EASEMENT
5,083 S.F.
0.117 AC

88TH AVENUE
(PUBLIC R.O.W. VARIES)

RECEPTION NO. 20050930001070140

N89°22'09"E
18.00'

S89°39'15"W
30.00' (TIE)

POINT OF
BEGINNING



FOR AND ON BEHALF OF
MANHARD CONSULTING

EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 66 WEST
N00°20'45"W 2636.98'
(BASIS OF BEARINGS)

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 21, T2S, R66W
FOUND 3.25" ALUMINUM CAP
STAMPED, "LS 29425, 2018"
IN MONUMENT BOX

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Manhard
CONSULTING LTD
7500 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0506 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

TEMPORARY CONSTRUCTION EASEMENT	
CITY OF COMMERCE CITY, COUNTY OF ADAMS, COLORADO	
SOUTHEAST 1/4, SECTION 21, T2S, R66W	
PROJ MGR: SLJ	SHEET
DRAWN BY: JLM	3 OF 3
DATE: 5/13/25	LGI.CCC002.00-5271
SCALE: 1" = 50'	

Exhibit B

Project

Construction of a south bound right turn lane on Tower Road to west bound East 88th Avenue which includes removal of approximately 430 feet of curb and gutter in order to install a right turn lane consisting of 222 foot long taper and a 185-foot-long deceleration lane at East 88th Avenue as generally depicted in Exhibit C.

Exhibit C

Engineering Drawings

