

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

653 24 ½ Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 19 day of May 2023 by and between **Kyle D. Britton**, hereinafter referred to as "Owner" whose address is 653 24 ½ Road, and the **City of Grand Junction, a Colorado home rule municipality**, hereinafter referred to as "City," whose address is 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "City".

RECITALS:

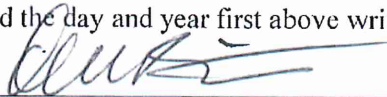
- A. The City Council of the City has determined that constructing improvements for the F ½ Road Parkway, a principal arterial roadway which includes the installation, replacement, repair and upgrade of roadway improvements including but not limited to the construction and installation of asphalt, concrete curb and gutters, driveways and sidewalks and public utilities including but not limited to, electric power, irrigation, potable water, storm sewer and sanitary sewer (collectively, the "Project") is necessary for the health, safety and welfare of the inhabitants of the City.
- B. Owner is the owner of the parcel of land with an address of 653 24 ½ Road as identified in the document recorded with Reception Number 2996410, in the Mesa County Clerk and Recorder's records ("Owner's Property"). The Project shall include the installation of some of the improvements on or adjacent to Owner's Property.
- C. To facilitate prudent and proper completion of the Project improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owner hereby grants and conveys to the City two (2) Temporary Construction Easements within the limits of the Owner's Property as depicted on the attached **Exhibit "A"** and **Exhibit "B"** which are incorporated herein ("Easement Areas"), to allow access for workers and equipment to facilitate installation, repair, and replacement of improvements associated with the Project during the term specified in paragraph 2.
2. The term of the City's use of the Temporary Construction Easements herein granted is nonexclusive, except that the Owner agrees that Owner or its successors, heirs, or assigns, shall not erect or construct any building or other permanent structure within the Easement Areas or interfere with City's access, use or operation within the Easements without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction Easements shall commence with written notice presented at least 48 hours prior to the commencement to Owner at Owner's address above by ordinary US mail (presentation complete upon mailing) or in person and shall expire at midnight 24 months from the date of presentation of the written notice to Owner.

3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. The City agrees that this Agreement shall not be recorded nor otherwise entered into the permanent record of any land office. Owner shall be responsible for informing any successor, heir, or assignee of this Agreement.
4. As a condition of accepting this grant of Temporary Construction Easements, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, except the City shall have no obligation to repair or replace any improvements, vegetation, trees or surface cover that were acquired by City as consideration for this Easement and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated May 19, 2023.
5. This Agreement otherwise embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors, heirs and authorized assigns of both parties.

Dated the day and year first above written.



David W. Britton as Agent for Kyle D. Britton

State of Colorado)
) ss.
 County of Mesa)

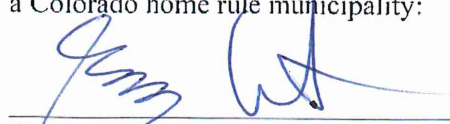
The foregoing instrument was acknowledged before me this 26th day of April, 2023, by David W. Britton as Agent for Kyle D. Britton.

My Commission Expires: 9-11-2024
 Witness my hand and official seal.

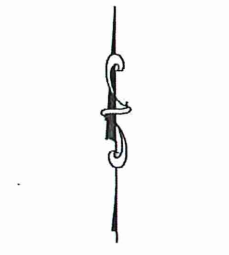



 Notary Public

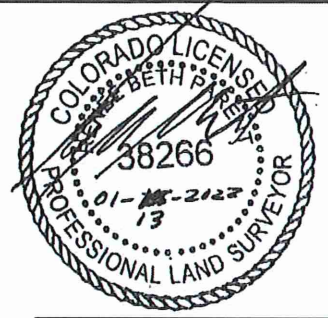
City of Grand Junction,
 a Colorado home rule municipality:


 Greg Caton, City Manager

N:\Lendro\F-5 ROAD PARKWAY FROM 24 RD TO 25 RD)\B5ROW Aquisition\Parcel 17\CAD\Parcel 17A Aquisition Docs.dwg - PLOTTED 2022-01-13



SCALE: 1" = 50'
LINEAL UNITS = U.S. SURVEY FOOT



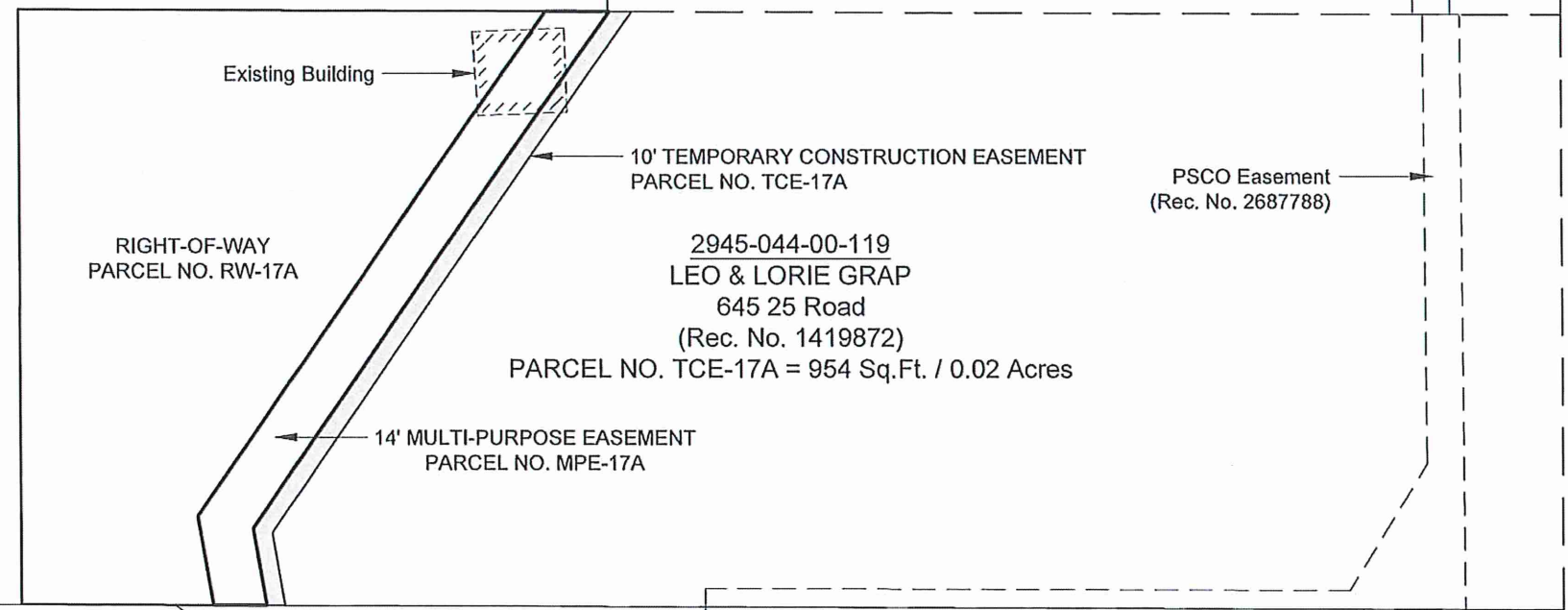
Renee B. Parent, CO PLS #38266
333 West Avenue, Building C
Grand Junction, CO. 81501

2945-044-00-119
TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-17A

2945-044-51-001
BARN, LLC
LOT 1, MORAN'S SUBDIVISION
649 25 Road
(Rec. No. 2489536)

2945-044-00-118
DEBORAH D. HEIDEL-DAVIS
647 25 Road
(Rec. No. 2709701)

NE $\frac{1}{4}$ SE $\frac{1}{4}$



2945-044-00-119
LEO & LORIE GRAP
645 25 Road
(Rec. No. 1419872)
PARCEL NO. TCE-17A = 954 Sq.Ft. / 0.02 Acres

2945-044-51-001
BARN, LLC
LOT 1, MORAN'S SUBDIVISION
649 25 Road
(Rec. No. 2489536)

2945-033-00-206
MESA CO. SHERIFF'S POSSE, INC.
648 25 Road
(Rec. No. 794468)

2945-044-71-241
CHRONOS PROPERTIES
LOT 241, HERITAGE HEIGHTS F1
637 25 Road
(Rec. No. 2725697)

PRESENT 25 RD. R.O.W.
(Rec. No. 2489536 - 30)
(Rec. No. 2725697 - 10)

PROPOSED F 1/2 ROAD PARKWAY
F $\frac{1}{2}$ ROAD R.O.W. (Rec. No. 2298117)

PROPOSED 25 ROAD COURT
PRESENT 25 RD. R.O.W. (Book 1459, Page 320)

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
~	Approximately
Rec.	Reception
No.	Number
RW	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian
Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NCW
DATE: 01-13-2022
REVIEWED BY: RBP
APPROVED BY: BH
SCALE: 1" = 50'

Portion of 2945-044-00-119
Located in a part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. 207-F210306

N:\Landpro\F-5 ROAD PARKWAY FROM 24 RD TO 25 RD\BROW Acquisition\Parcel 17\CAD\Parcel 17B Acquisition Docs REVISED 4-19-2022.dwg - PLOTTED 2022-04-19



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Renee B. Parent, CO PLS #38266
333 West Avenue, Building C
Grand Junction, CO. 81501

2945-044-00-119
TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-17B

2945-044-51-001
BARN, LLC
LOT 1, MORAN'S SUBDIVISION
649 25 Road
(Rec. No. 2489536)

2945-044-51-001
BARN, LLC
LOT 1, MORAN'S SUBDIVISION
649 25 Road
(Rec. No. 2489536)

NE $\frac{1}{4}$ SE $\frac{1}{4}$

2945-044-00-119
LEO & LORIE GRAP
645 25 Road
(Rec. No. 1419872)
PARCEL NO. TCE-17B = 800 Sq.Ft. / 0.02 Acres

2945-044-00-118
DEBORAH D. HEIDEL-DAVIS
647 25 Road
(Rec. No. 2709701)

10' x 80' PSCO Easement
(Rec. No. 2688099)

PSCO Easement
(Rec. No. 2687788)

5' TEMPORARY CONSTRUCTION EASEMENT
PARCEL NO. TCE-17B

14' MULTI-PURPOSE EASEMENT
PARCEL NO. MPE-17B

RIGHT-OF-WAY
PARCEL NO. RW-17B

RIGHT-OF-WAY PARCEL NO. RW-17C

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(Book 1459, Page 320)

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PROPOSED F 1/2 ROAD PARKWAY
F $\frac{1}{2}$ ROAD R.O.W. (Rec. No. 2298117)

PSCO Easement
(Rec. No. 2687789)

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LOT 241, HERITAGE HEIGHTS F1
637 25 Road
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14' Multi-Purpose Easement
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SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

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