

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

TSN: 2945-261-03-008

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 8th day of July 2024 by and between **1215-1217 PERRY, LLC**, a Colorado Limited Liability Company, hereinafter referred to as "Owner" whose address is 3521 N Osage Street in Denver, CO, 80211 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 it is necessary to construct a sidewalk project along 27 Rd between B 1/2 Road and Highway 50 and B 3/4 Road and Unaweeep Avenues to improve the safety and wellbeing of pedestrians and school-aged children by providing safe transportation corridors and amenities for students and who walk or ride bicycles to school through its "Safe Routes to School" program.
- B. Owner is the owner of the parcel of land located at 287 27 Road identified as Mesa County Tax Schedule Number 2945-261-03-008 as identified in the document recorded with Reception Number 2947147 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 in consideration of the payment of Three Thousand Seventy Dollars (\$3,070.00) 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 a Temporary Construction Easement within the limits of the Owner's Property as described on the attached **Exhibit "A"** incorporated herein ("Easement Area"), 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 Easement herein granted is nonexclusive, except that the Owner agrees that Owner or its successor's, heir's, or assigns, shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access, use or operation within the Easement without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction easement 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 three (3) 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 Easement, 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.
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.

Owner – 1215-1217 PERRY, LLC, a Colorado limited liability company:

By: *Aaron Nesbitt* *manager*
Aaron Nesbitt, Manager

State of Colorado)
)ss.
County of Mesa JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of JULY 2024
by AARON HILDER NESBITT, as MANAGER of Company Name.

My commission expires 6/17/2028.
Witness my hand and official seal.

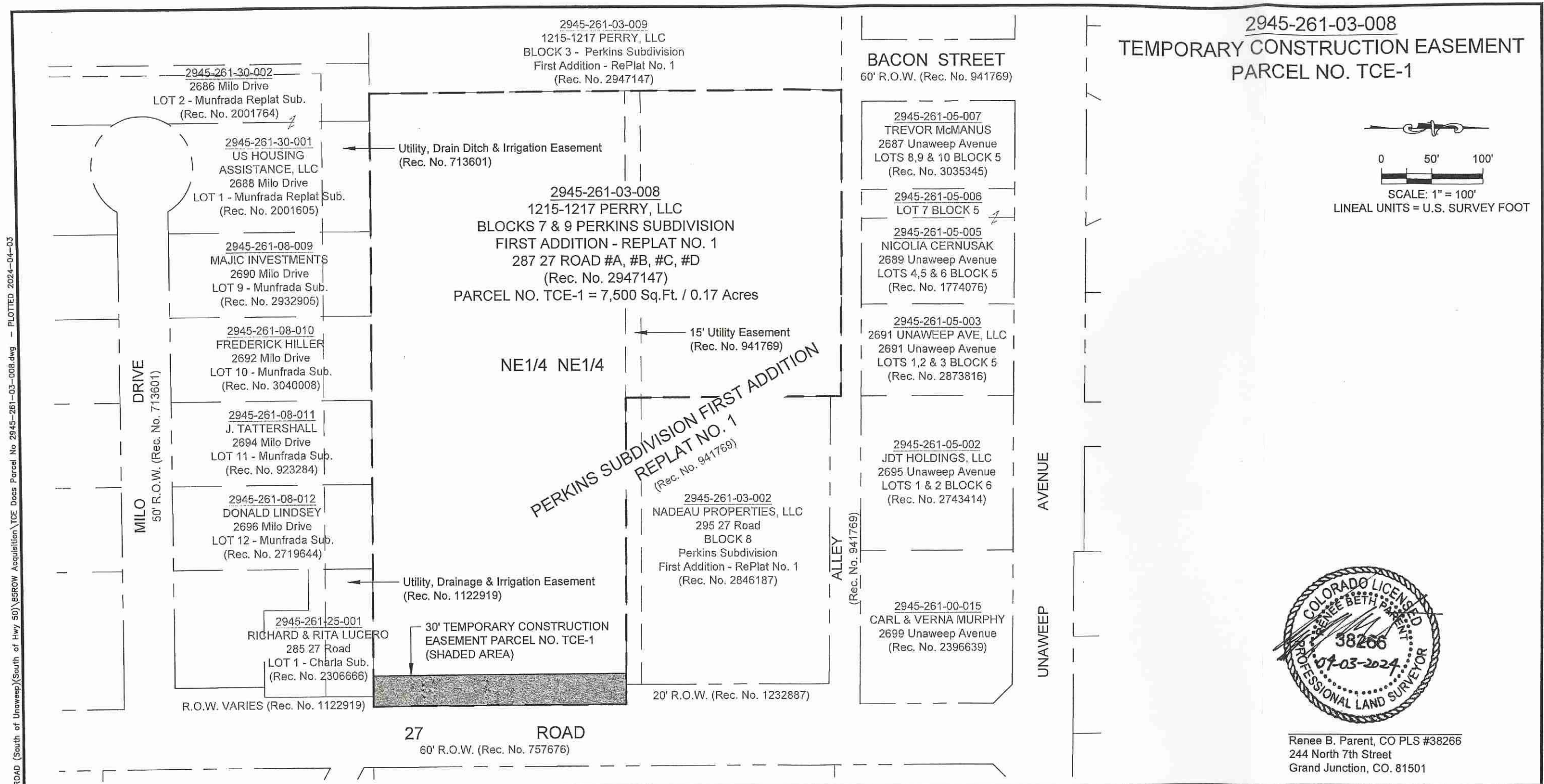
Emiliano Padilla
Notary Public



City of Grand Junction,
a Colorado home rule municipality:

Andrea Phillips
Andrea Phillips, Interim City Manager

N:\EngProj\F200405-406 SPTS 27 ROAD (South of Unawweep)\South of Hwy 50\B5ROW Acquisition\TCE Docs Parcel No 2945-261-03-008.dwg - PLOTTED 2024-04-03



ABBREVIATIONS

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

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: 04-03-2024
REVIEWED BY: RBP
APPROVED BY: LMF
SCALE: 1" = 100'

Portion of 2945-261-03-008
Located in a part of the NE1/4 - NE1/4
Section 26, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

ENGINEERING &
TRANSPORTATION DEPARTMENT

PROJECT NO. F200405-406