

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

G.C.E.s Vistas at Tiara Rado Condominiums Phase I

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 17 day of January 2023 by and between **Vistas at Tiara Rado Condominium Association**, also known as **Vistas at Tiara Rado Condominium Association, Inc., a Colorado Nonprofit Corporation**, hereinafter referred to as "Owner" whose address is 2560 North Avenue, Suite 116, Grand Junction, CO 81501, 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.

RECITALS:

- A. City has determined that installing improvements for S. Broadway including pedestrian improvements of sidewalks and/or trails while Mesa County is making improvements to the road for S. Broadway, which includes the installation, replacement, repair and upgrade of roadway improvements (collectively, the "Project") is necessary for the health, safety and welfare of the inhabitants of the City.
- B. Owner has the authority to convey real property interest pursuant to the Declaration of Covenants, Conditions, and Restrictions for Vistas at Tiara Rado Condominiums as recorded at Reception No. 2633622, in the Mesa County Clerk and Recorder's records, and C.R.S. 38-33.3-302(h) which includes the general common elements ("G.C.E.") identified on the plat for Vistas at Tiara Rado Condominiums Phase I, Mesa County, Colorado recorded with Reception Number 2633618, 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 a Temporary Construction Easement within the limits of the Owner's Property as described on the attached **Exhibit A** and depicted on the attached **Exhibit B** both of which are 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. As the Owner's Property also acts as access to the condominium units City agrees that it will inform the Owner in advance when the access may be limited for a period of an hour or more while work is occurring on the Project. The temporary period for the Temporary Construction Easement shall commence on the day and year first above written and shall expire on February 28, 2024, at midnight, unless a written release is provided by the City with an earlier date.
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.

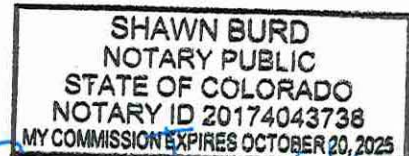
4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City.
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 – Vistas at Tiara Rado Condominium Association, also known as Vistas at Tiara Rado Condominium Association, Inc.

By: Calvin C. Rensburg
Print Name & Title: Calvin C. Rensburg Vista at Tiara Rado Condominium Association, Inc.

State of Colorado)
)ss.
County of Mesa)



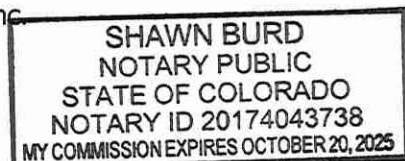
The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Calvin C. Rensburg as Vista at Tiara Rado Condominium Association, Inc. of Vistas at Tiara Rado Condominium Association, also known as Vistas at Tiara Rado Condominium Association, Inc.
My commission expires 10/20/25
Witness my hand and official seal.

Shawn Burd
Notary Public

Attested by:

By: Terry L. Hulquest
Print Name: TERRY L. HULQUEST
Secretary of the Vistas at Tiara Rado Condominium Association
also known as Vistas at Tiara Rado Condominium Association, Inc.

State of Colorado)
)ss
County of Mesa)



The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Terry L. Hulquest as Secretary for Vistas at Tiara Rado Condominium Association, also known as Vistas at Tiara Rado Condominium Association, Inc.
My commission expires 10/20/25
Witness my hand and official seal.

Shawn Burd
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

Greg Caton
Greg Caton, City Manager

EXHIBIT A

Parcel Number: 294727164000

Location: Grand Junction, CO 81507

Mailing Address:

Owner: Vistas at Tiara Rado Condominiums HOA

Temporary Construction Easement

A Temporary Construction Easement situated in the NW1/4NE1/4 of Section 27, Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, said easement situated within a private open space parcel and ingress, egress and utility easement on Replat of the Fairway as shown on the plat thereof recorded as Reception No. 1353841 of the Mesa County records, and being more fully described as follows:

COMMENCING at the Quarter Corner common to Section 22 and said Section 27, being monumented with a 3/4" Iron Rod and 2.5" Aluminum Cap stamped "1/4 S22-S27 PLS22580", Thence S85°02'47"E a distance of 136.46 feet to a point on the North line of said private open space parcel, the true POINT OF BEGINNING;

Thence S40°57'32"E a distance of 0.57 feet;

Thence S89°45'04"E a distance of 7.98 feet;

Thence S89°44'59"E a distance of 133.31;

Thence S00°15'01"W a distance of 12.00 feet;

Thence N89°44'59"W a distance of 133.31 feet;

Thence N00°13'02"W a distance of 11.70 feet

Thence N84°33'54"E a distance of 7.35 feet to the POINT OF BEGINNING, whence the Northeast Sixteenth Corner of said Section 27, being monumented with a 5/8" Rebar and 2" Aluminum Cap stamped "NE1/16 S27 PLS12770", bears S88°42'17"E a distance of 1193.23 feet.

The above described Temporary Construction Easement contains 0.041 acres (1,788 square feet), more or less.

Basis of Bearings: Bearings recited hereon are based on a bearing of N88°20'07"W a distance of 1329.42 feet between the Northeast Sixteenth Corner of said Section 27, being monumented with a 5/8" Rebar and 2" Aluminum Cap stamped "NE1/16 S27 PLS12770" and the Quarter Corner common to Section 22 and said Section 27, being monumented with a 3/4" Iron Rod and 2.5" Aluminum Cap stamped "1/4 S22-S27 PLS22580".

Legal description created by:

Robert E. Brandeberry

Colorado PLS #38388

For, and on behalf of

SGM and the City of Grand Junction.



SGM
744 Horizon Court, Suite 250
Grand Junction, CO 81506
970.245.2571 www.sgm-inc.com

Mesa County Department of Public
Works/City of Grand Junction
South Broadway
Shoulder Widening Project

Job No. 2021-667.001
Drawn by CSB
Date 7/26/2022
Approved: RSB
File: Survey-Easements

Exhibit B
Vistas at Tiara Rado
Condominiums HOA

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Temporary Construction Easement

NW1/4NE1/4 Section 27, Township 11 South, Range 101 West, 6th Principal Meridian

