

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

2059 S. Broadway, Grand Junction, CO 81501

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 17 day of January 2023 by and between **FTA, Inc., dba Fairway Townhome Association, a Colorado Nonprofit Corporation**, hereinafter referred to as "Owner" whose address is c/o CIC Management Solutions, 749 Rood Ave., Unit C, 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. 5<sup>th</sup> 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 is the owner of the parcel of land with an address of 2059 S. Broadway, Grand Junction, CO 81501 identified as Tract A, Block One, Replat of the Fairway in the document recorded with Reception Number 1452359, 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. 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 – FTA, Inc., dba Fairway Townhome Association, a Colorado Nonprofit Corporation**

By: Edward B. Carey  
Print Name & Title: EDWARD B. Carey

State of Colorado )

)ss.

County of Mesa )



The foregoing instrument was acknowledged before me this 17 day of January, 2023  
by Edward B. Carey, as FTA Inc, dba Fairway Townhome Association of FTA, Inc., dba  
Fairway Townhome Association, a Colorado Nonprofit Corporation.

My commission expires 10/20/25.  
Witness my hand and official seal.

Shawn Burd  
Notary Public

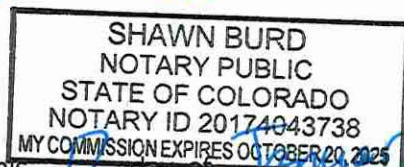
Attested by:

Calvin C. Rensburg  
Name: Calvin C. Rensburg  
Secretary of the FTA Inc., also known as  
FTA Inc., dba Fairway Townhome Association

Vista at Tiara Lake Condominiums  
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 Secretary for FTA Inc., also known as FTA  
Inc., dba Fairway Townhome Association.

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: 294727105000

Location: Grand Junction, CO 81507

Mailing Address:

Owner: FTA Inc., d/b/a/ Fairway Townhome Association

### Temporary Construction Easement

A Temporary Construction Easement situated in the NW1/4NE1/4 of Section 27, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, said easement situated within Tract A of the 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 S88°20'07"E a distance of 74.07 feet to a point on the North line of the NE1/4 of said Section 27 also being the North line of said Tract A, the true POINT OF BEGINNING;

Thence S88°20'07"E along said coincidental North lines, a distance of 18.47 feet;

Thence S00°22'09"W a distance of 6.01 feet to a point on the South line of said Tract A;

Thence N89°37'51"W along said South line of Tract A, a distance of 16.81 feet;

Thence N85°41'02"W a distance of 1.59 feet;

Thence N00°18'57"W a distance of 6.32 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°20'07"E a distance of 1255.35 feet.

The above described Temporary Construction Easement contains 0.003 acres (114 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  
970.243.2571  
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 CSG  
Date: 1/9/2023  
Approved: RCB  
File: Brdy-Easements

Exhibit B  
FTA Inc., d/b/a Fairway  
Townhome Association

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# Temporary Construction Easement

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

