

COPY

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

840 Highway 50, Grand Junction, CO 81503

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 5th day of March 2025 by and between BRP2, LLC, a Colorado limited liability company, hereinafter referred to as "Owner" whose address is 2832 Oxford Avenue, Grand Junction, CO 81503, 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 has determined that constructing improvements for Highway 50 at Palmer Street, which includes the installation, replacement, repair and upgrade of roadway improvements including but not limited to the construction and installation of a signalized intersection with turn lanes, crosswalks, median modifications, changes to the B $\frac{3}{4}$ Road access 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 840 Highway 50, Grand Junction, CO 81503 as identified in the document recorded with Reception Number 3006119 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 one (1) Temporary Construction Easement within the limits of the Owner's Property as depicted on the attached Exhibit "A" and Exhibit "B" which is 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 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. 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 and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated March 5, 2025
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.

BRP2, LLC
a Colorado limited liability company

By: *Leland M. Baker*

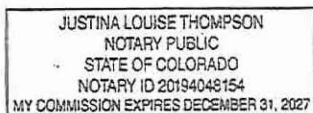
Name: Leland M. Baker

Title: Manager

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4 day of March 2025
by Leland M. Baker as Manager of
BRP2, LLC, a Colorado limited liability company.

My commission expires 12-31-2027.
Witness my hand and official seal.



Justina Louise Thompson
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

Michael P. Bennett
Michael P. Bennett, City Manager

HIGH DESERT SURVEYING, INC

591 25 Road, Suite B1
Grand Junction, CO 81505
Tel: 970-254-8649 Fax: 970-241-0451

EXHIBIT A
Temporary Construction Easement Parcel No. TE-3 REV
2945-261-15-003
Legal Description

A parcel of land being a portion of that real property as described in instrument recorded under Reception No. 3006119 situated in the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 26, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of said NW¼ NE¼ whence the Southeast corner of said NW¼ NE¼ bears S89°53'56"E, a distance of 1319.32 feet for a Basis of Bearings with all bearings shown hereon relative thereto; thence N28°04'54"E, a distance of 682.04 feet to the Northwest corner of that parcel as described by Reception No. 3006119, the Northwest corner Lot 8, Block 20, Orchard Mesa Heights, Reception No. 9891, and a point on the East Right-of-Way line of a 20' wide alley as shown on the plat of said subdivision; thence along said East line S00°22'31"E, a distance of 115.51 feet to the Southwest corner of said parcel and a point on the North line of US Highway 50 Right-of-Way as described in instrument recorded under Reception No. 317272, thence along said North line S65°03'45"E, a distance of 75.69 feet to the POINT OF BEGINNING; thence N66°01'12"E, a distance of 43.92 feet; thence N48°39'39"E, a distance of 8.95 feet; thence N30°44'33"E, a distance of 18.88 feet to a point on the West line of Palmer Street Right-of-Way as shown on the plat of said subdivision; thence along said West line S00°21'12"E, a distance of 30.39 feet; thence along a non-tangent curve to the Right having a central angle of 37°18'52", a radius of 41.50 feet, an arc length of 27.03 feet, and a chord which bears S57°21'26"W, a distance of 26.55 feet; thence S76°00'52"W, a distance of 16.22 feet returning to a point on the North line of said US Highway 50 Right-of-Way; thence along said North line N65°03'56"W, a distance of 20.50 feet to the POINT OF BEGINNING.

Said parcel contains an area of 980.1 sq. ft., 0.022 acres, more or less, as herein described.

City of Grand Junction, County of Mesa, State of Colorado.

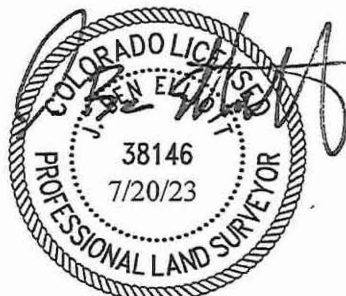
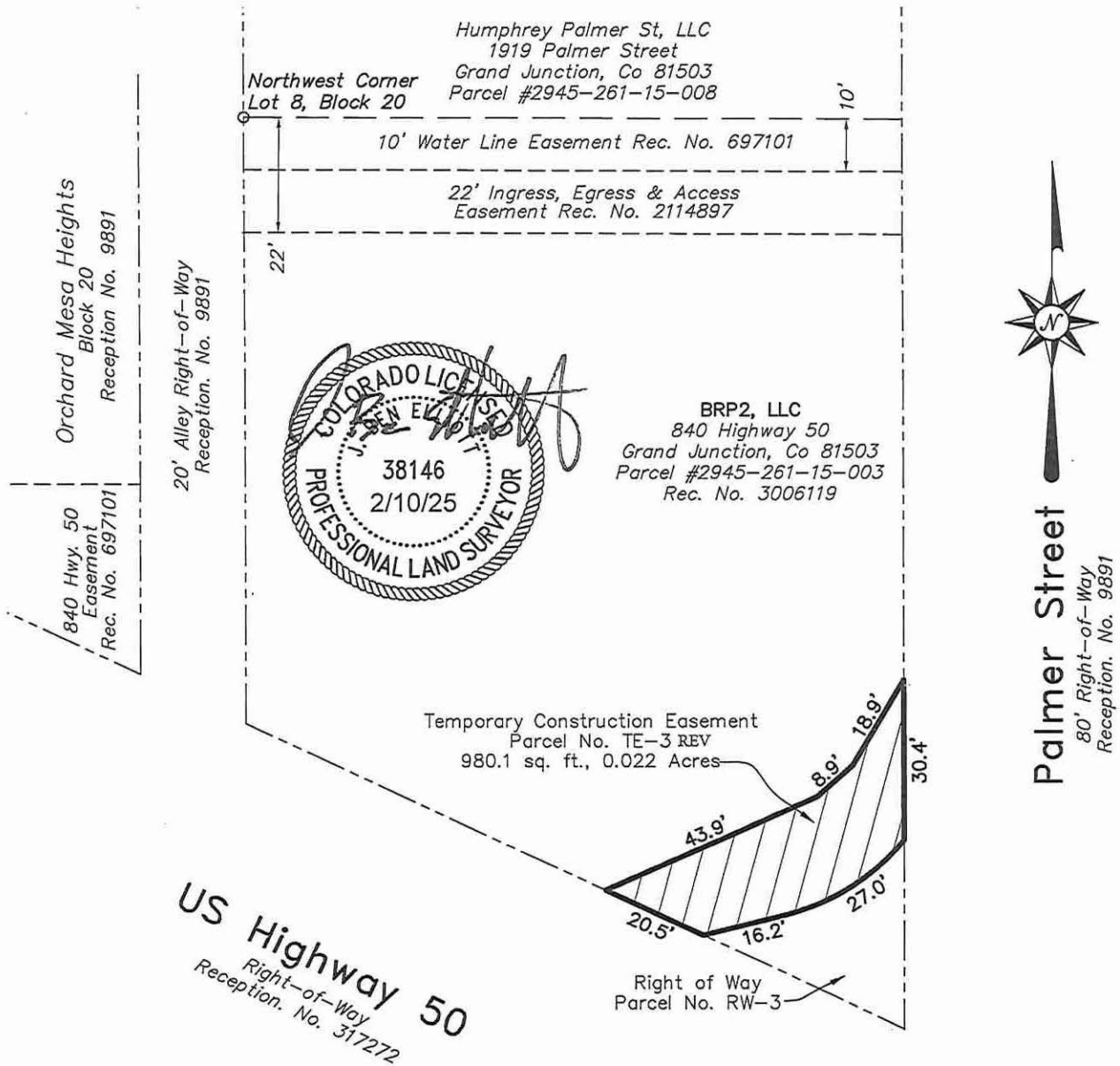


EXHIBIT B

Temporary Construction Easement Parcel No. TE-3 REV
2945-261-15-003



High Desert Surveying, Inc.

591 25 Road, Suite B1
Grand Junction, Colorado 81505

Tele: 970-254-8649 Fax: 970-241-0451

SCALE: 1" = 30'



PROJ. NO. 23-21	Surveyed	Drawn	APP'D	SHEET	OF
DATE: 7/28/23	BO/SG	BE		1	1