

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
2801 Grand Avenue, Grand Junction, CO 81501

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 19 day of February 2026 by and between **JKBD Holdings LLC**, a Colorado Limited Liability Company, hereinafter referred to as "Owner" whose address is 2801 Grand Avenue, 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. Owner and City may be collectively referred to as "the Parties".

RECITALS:

- A. City has determined that installing improvements for Grand Avenue, including 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 2801 Grand Avenue, Grand Junction, CO 81501, as recorded at Reception Number 3083801 in the Mesa County Clerk and Recorder's records ("Owner's Property").
- C. The Project shall include the installation of some improvements on or adjacent to Owner's Property. The Parties previously reached an agreement regarding the City closing an access point off Grand Avenue to the Owner's Property and the City making certain improvements on the Owners property as part of the Project.
- D. To facilitate 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, heirs, 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 August 1, 2026, 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 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.

JKBD Holdings LLC, a Colorado Limited Liability Company

By: [Signature]
 Name & Title: Johnathan B. Coleman, Member

State of Colorado)
)ss.
 County of Mesa)

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY 2026 by Johnathan B Coleman, as member of **JKBD Holdings LLC**, a Colorado Limited Liability Company.

My commission expires JULY 18, 2027.
 Witness my hand and official seal. [Signature]
 Notary Public

By: [Signature]
 Name & Title: Katherine R. Coleman, Member

State of Colorado)
)ss.
 County of Mesa)

Sarah N Martinez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134042033
MY COMMISSION EXPIRES July 18, 2027

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY 2026 by Katherine R Coleman, member of **JKBD Holdings LLC**, a Colorado Limited Liability Company.

My commission expires JULY 18, 2027.
 Witness my hand and official seal. [Signature]
 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:
[Signature]
 Michael Bennett, City Manager

Sarah N Martinez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134042033
MY COMMISSION EXPIRES July 18, 2027

A temporary construction easement located in Government Lot 3 (also known as the NW1/4 of the SW1/4) of Section 18, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as:

Commencing at the W1/4 corner of said Section 18, whence the CW1/16 corner bears S89°55'07"E as a basis of bearings; running thence along the north line of said Government Lot 3 S89°55'07"E 70.00 feet, thence S00°04'53"W 54.19 feet to a point on the easterly right-of-way of 28 Road and the Point of Beginning.

Running thence N45°17'49"E 25.39 feet; thence along a curve concave to the southeast 3.52 feet (Curve Data: Radius = 4.50 feet; Delta = 44°47'04", Chord Bears N67°41'21"E 3.43 feet), thence S89°55'07"E 77.24 feet, thence along a curve concave to the north 60.90 feet (Curve Data: Radius = 370.00 feet; Delta = 9°25'48", Chord Bears N85°21'59"E 60.83 feet), thence S89°55'07"E 129.66 feet; thence S00°00'00"E 24.83 feet; thence N89°25'03"W 107.45 feet; thence N46°14'20"W 12.16 feet; thence N88°39'47"W 153.56 feet; thence S49°50'34"W 24.87 feet to the easterly right-of-way of 28 Road, thence along said right-of-way N00°05'32"E 4.00 feet to the Point of Beginning.

Parcel contains 4412 square feet, more or less.

Description prepared by:
Alexandre B. Lheritier, PLS 38464
244 N. 7th Street
Grand Junction, CO 81501

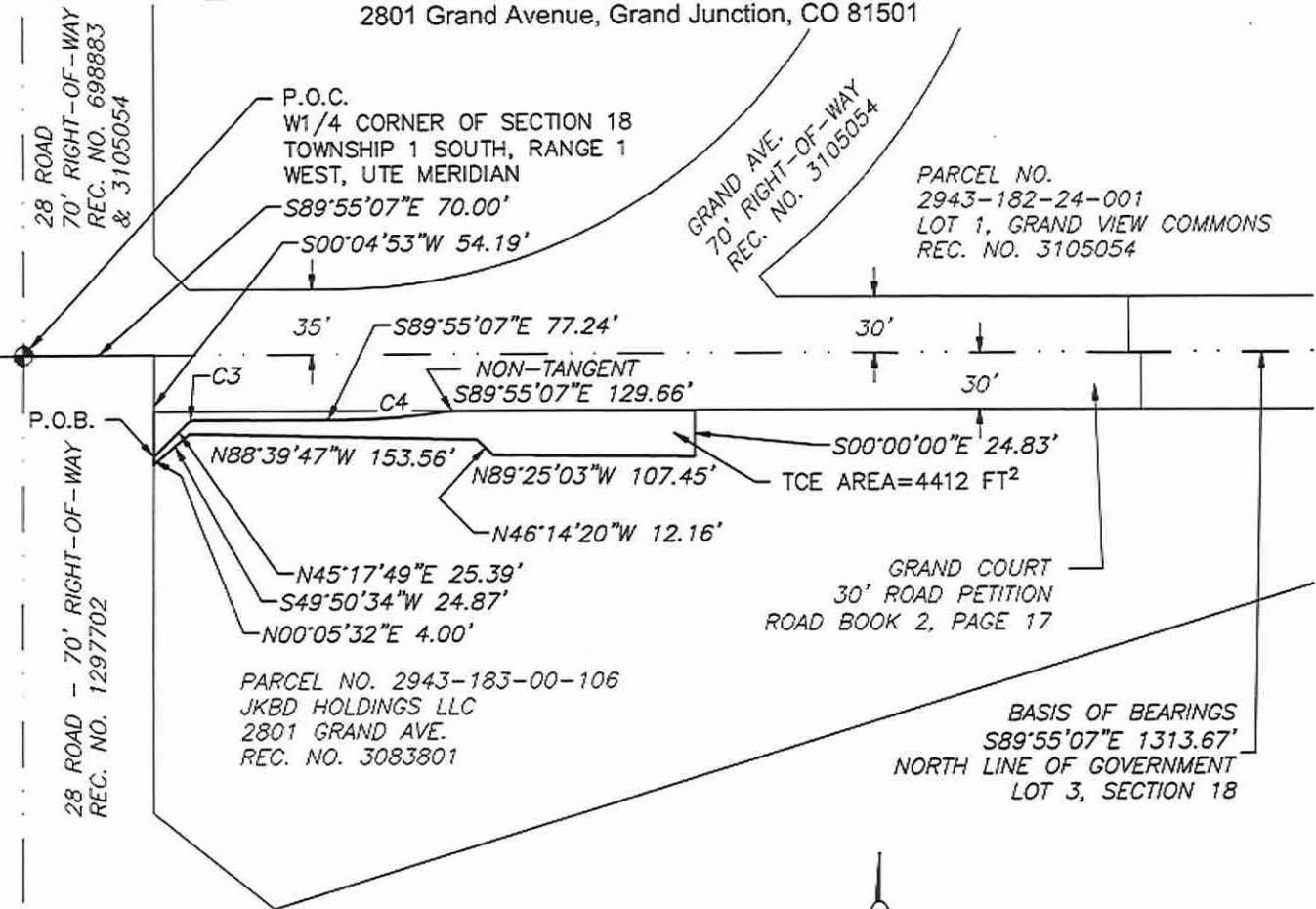


EXHIBIT A

SHEET 3 OF 4

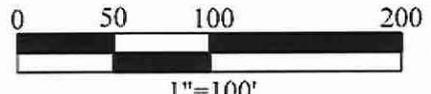
TEMPORARY CONSTRUCTION EASEMENT (TCE) EXHIBIT

2801 Grand Avenue, Grand Junction, CO 81501



Curve Table

Curve #	Radius	Delta	Length	Chord Direction	Chord Length
C3	4.50'	44°47'04"	3.52'	N67°41'21"E	3.43'
C4	370.00'	9°25'48"	60.90'	N85°21'59"E	60.83'



Linear units are U.S. Survey Foot



Alexandre B. Lheritier
Colorado PLS 38464

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

- LEGEND:**
- PROPOSED EASEMENT
 - ADJOINER
 - SURVEY CONTROL LINE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - REC. NO. RECEPTION NUMBER

PROJECT NO.	DATE: 02/10/2026
<p>Grand Junction COLORADO</p> <p>ENGINEERING AND TRANSPORTATION DEPARTMENT</p>	

EXHIBIT B

SHEET 4 OF 4