

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

630 24 ½ Road, Grand Junction, CO 81505

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 15 day of July 2025 by and between **Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation** hereinafter referred to as "Owner" whose address is 1460 Garden of the Gods Road, Colorado Springs, CO 80907, 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 of Grand Junction, a Colorado home rule municipality ("City"), is proceeding with implementation of the 24 ½ Road, Patterson to G Road Project ("Project"). The Project will widen and add street improvements to 24 ½ Road from Patterson Road at the southern point to G Road at the northern point. Improvements include sidewalk, curb and gutter to accommodate pedestrian and bicycle mobility, and storm drainage facilities ("Project Improvements"). Construction of the Project is anticipated to begin prior to Spring of 2026.
- B. Owner is the owner of the parcel of land with an address of 630 24 ½ Road, Grand Junction, CO 81505, as identified in the document recorded with Reception Number 2274681, 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"** 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 July 9¹⁵ 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.

Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation

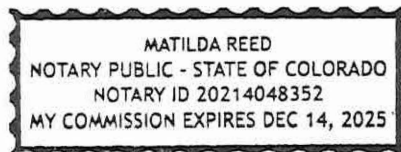
By: Tom Wildenberg
 Name: Tom Wildenberg
 Title: Chief Financial Officer

State of Colorado)
)ss.
 County of El Paso)

The foregoing instrument was acknowledged before me this 9 day of July 2025 by Tom Wildenberg as Chief Financial Officer of Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation.

My commission expires 12/14/2025.
 Witness my hand and official seal.

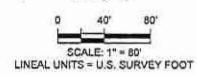
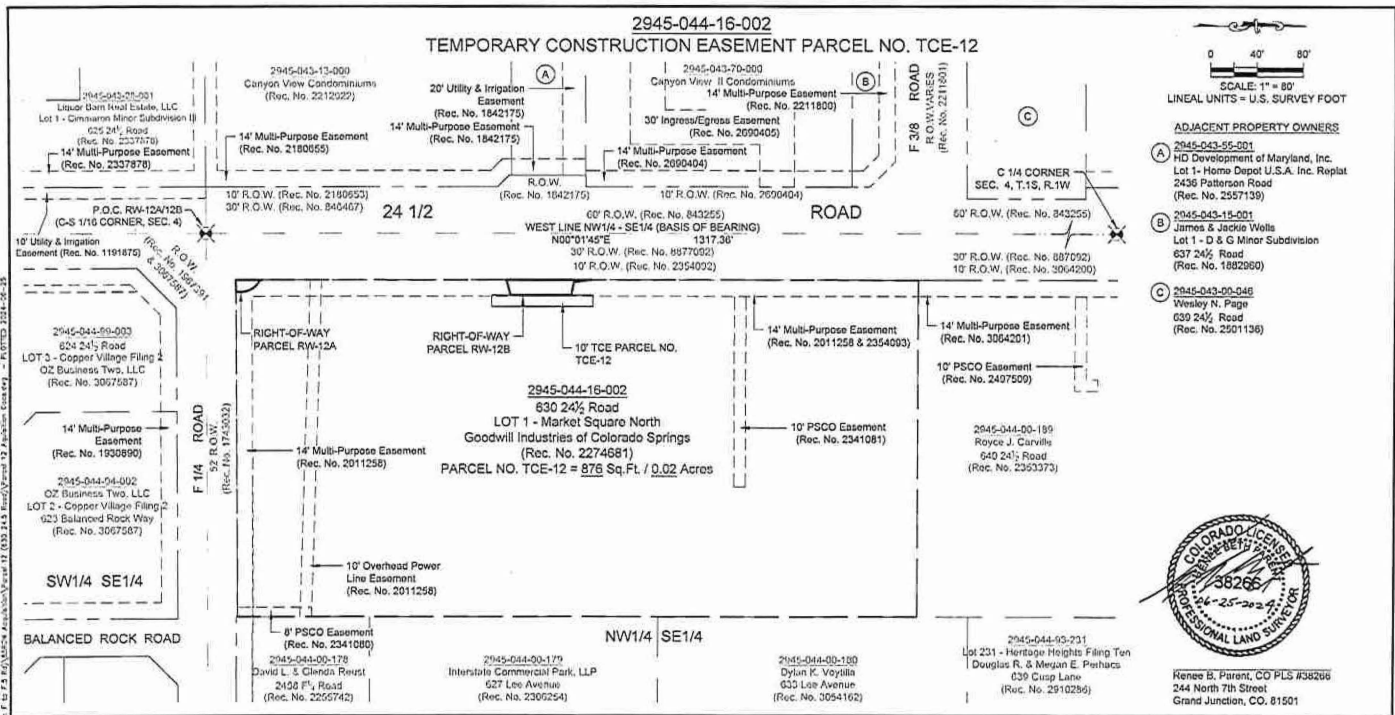
Matilda Reed
 Notary Public



City of Grand Junction,
 a Colorado home rule municipality:

Michael P. Bennett
 Michael P. Bennett, City Manager

EXHIBIT A



- ADJACENT PROPERTY OWNERS**
- (A) 2945-043-55-001
HD Development of Maryland, Inc.
Lot 1 - Home Depot U.S.A. Inc. Replat
2436 Patterson Road
(Rec. No. 2557139)
 - (B) 2945-043-15-001
James & Jackie Wells
Lot 1 - D & G Minor Subdivision
637 24 1/2 Road
(Rec. No. 1882960)
 - (C) 2945-043-00-046
Wesley N. Page
630 24 1/2 Road
(Rec. No. 2501136)



Renee B. Parent, CO PLS #38266
244 North 7th Street
Grand Junction, CO, 81501

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: 06-25-2024
REVIEWED BY: RBP
APPROVED BY: _____
SCALE: 1" = 80'

Portion of 2945-044-16-002
Located in the NW1/4 SE1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
County of Mesa, State of Colorado

CITY OF GRAND JUNCTION
ENGINEERING & TRANSPORTATION DEPARTMENT
PROJECT NO. 207-F210303