

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

2510 Foresight Circle, Grand Junction, CO 81505

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 18th day of May 2023 by and between **State of Colorado, Acting By and Through The Trustees of Colorado Mesa University, For the Use and Benefit of Colorado Mesa University** hereinafter referred to as "Owner" whose address is 2510 Foresight Circle, Grand Junction, CO 81505, 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 Council of the City has determined that constructing improvements for the F ½ Road Parkway, a principal arterial roadway which includes the installation, replacement, repair and upgrade of roadway improvements including but not limited to the construction and installation of asphalt, concrete curb and gutters, driveways and sidewalks 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. Trustees of the State Colleges in Colorado, for the use and benefit of Mesa State College, is the owner of the parcel of land with an address of 2510 Foresight Circle, Grand Junction, CO 81505 as identified in the document recorded with Reception Number 2945-033-16-008 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. 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, except for trees and shrubs required to be removed within an existing Utility and Irrigation easement described at Reception No. 1265596 and 1762656, Office of the Clerk and Recorder, Mesa County Colorado.

5. In furtherance of its surface restoration described in Paragraph 4 above, the City's contractor(s) shall cap irrigation facilities that may exist within the Temporary Construction Easement, existing and subsequently conveyed public right of way and reconfigure irrigation facilities adjacent to the public right of way. The Owner agrees to provide the City with any written plans or schematics in Owner's possession of the irrigation system(s) that border the Project construction area. The Owner further conveys to the City additional temporary construction workspace that is reasonably or necessary to reconfigure irrigation system(s) upon Owner's property as a result of Project construction.
6. The City agrees to move personal property encroaching into the Temporary Easement the minimum distance required to the east, on the Owner's Property, to accommodate construction. The City shall exercise reasonable care in moving Owner's personal property; however, the City, its contractors or agents shall assume no liability for damage incurred to Owner's personal property in exercise of reasonable care during the move. The Owner further conveys to City additional temporary construction workspace that is reasonable and necessary to move Owner's personal property from the Temporary Construction.
7. 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.

State of Colorado, Acting By and Through The Trustees of Colorado Mesa University, For the Use and Benefit of Colorado Mesa University

By: [Signature]
 Name: John Marshall
 Title: President

State of Colorado)
)ss.
 County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of May 2023 by Lisa Pankau as Notary of State of Colorado, Acting By and Through The Trustees of Colorado Mesa University, For the Use and Benefit of Colorado Mesa University.

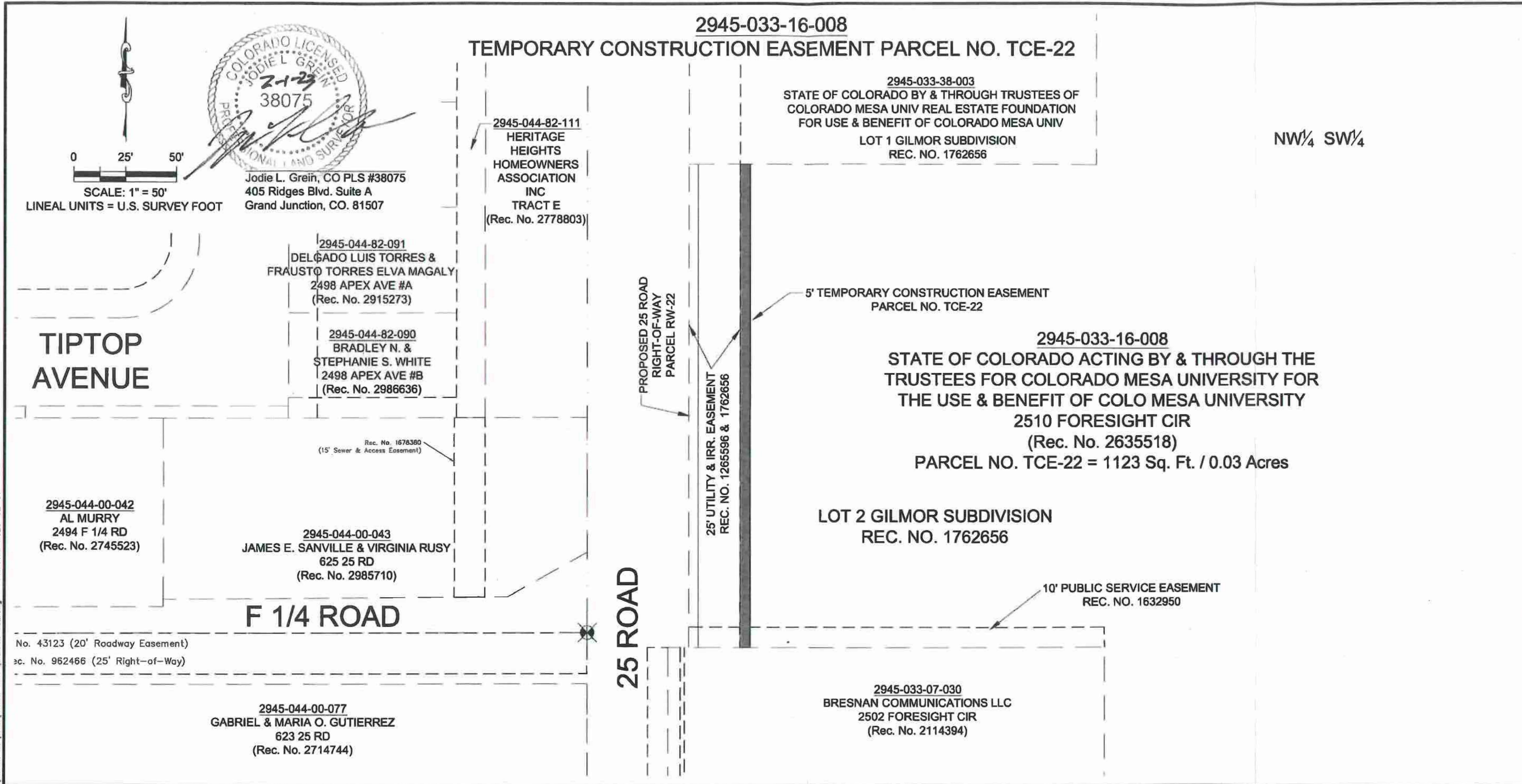
My commission expires 12-2-26.
 Witness my hand and official seal.

Lisa Pankau
 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:
[Signature]
 Greg Caton, City Manager



EXHIBIT A



C:\Projects\2023\F.5 Rd City GJV\Parcel 22\CAD\Parcel 22 Acquisition TCE.dwg - PLOTTED 2023-02-01

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
~	Approximately
Rec.	Reception
No.	Number
RW	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian
Sq.Ft.	Square Feet

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: CLB
 DATE: 02-2023
 REVIEWED BY: JLG
 APPROVED BY: BH
 SCALE: 1" = 50'

Portion of 2945-033-16-008
 Located in a part of the NW 1/4 SW 1/4
 Section 3, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F210306