

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: 902-1704F
	Description: Lake Road Lift Station Project
	Owner(s): Richard J. Rounds & Teresa L. Rounds
	Parcels: SE-1, and TCE-1

This Memorandum of Agreement ("Agreement") is made and entered into this 2nd day of February, 2024, by and between Richard J. Rounds & Teresa L. Rounds hereinafter referred to as "the Owner", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality ("City"), is proceeding with the Lake Road Lift Station Project ("Project"). The Project will eliminate the Ridge's #1 Lift Station and the Brach's Market Lift Station, with the consolidation and construction of the new Lake Road Lift Station north of the Redlands Power Canal near Lake Road ("Lake Road Lift Station"). The Project will install new sanitary sewer lines and necessary appurtenances from approximately Highway 340 to the new Lake Road Lift Station site, and from the Lake Road Lift station site to Power Road, then east across the Highway 340 bridge (Colorado River) to connect with existing sewer facilities. ("Project Improvements"). Construction of the Project is anticipated to begin in 2024 with completion in 2025.
- B. The Owner owns certain real property within the limits of the Project located at 2448 Broadway in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-163-00-242, hereinafter referred to as "the Owner's Property".
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

Parcel No. SE-1: A Sanitary Sewer Easement for the installation, operation, maintenance, and repair of sanitary sewer facilities, containing a total area of 8,643 square feet (0.20 acres), more or less, as legally described and depicted in Exhibit "A" and Exhibit "B", respectively, attached hereto; and also

Parcel No. TCE-1: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 25,070 square feet (0.58 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "C". The City's required duration of use for Parcel No. TCE-1 is 12 months.

The above referenced real property interests may be referred to collectively hereafter as the "Acquired Property".

- D. The City approved a value finding, prepared by TRS Corp. using available real estate market data, to determine the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

Parcel No. SE-1:	.20 AC @ \$91,000/AC x 50%	= \$9,100.00
Parcel No. TCE-1:	.58 AC @ \$91,000/AC x 10% /year x 1 year	= \$5,278.00
Total Land & Easement Value		= \$14,378


Improvements: N/A

Total Improvements Contributory Value = \$0.00

Administrative Settlement = \$ 5,340.30

**Total Consideration = \$19,750.00
(Rounded)**

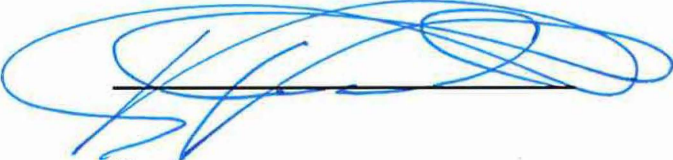
NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
 - a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient Grant of Sanitary Sewer Easement Agreement for Parcel SE-1.
 - c. One (1) good and sufficient Temporary Construction Easement Agreement for Parcel TCE-1.
 - d. One (1) completed and executed Federal Form W-9.
 - e. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, requests for releases, whether full or partial as applicable, or subordinations of deeds of trust.
4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
5. Upon and subject to the construction of the Project, the City agrees to install two separate sanitary sewer service pipe stubs along the proposed sewer line as depicted in Exhibit  The approximate locations for the two sewer service pipe stubs are at Station 38+00 and Station 41+210. At their sole cost and effort, the Owner shall be responsible for the City's Plant Investment Fees (Tap Fees) for each sewer service connection and costs and effort associated with connecting to the sanitary sewer service when the connection is made.

6. As requested by the Owner, the City will remove the existing dirt and gravel berms located within the Sanitary Sewer Easement and Temporary Construction Easement and level and scrape the surface to match adjacent contours. The City and/or its Contractor will coordinate with the Owner prior to determining the final grade for these areas.
7. The City agrees to restore the Sanitary Sewer Easement and Temporary Construction Easement areas to a condition reasonably similar to its original condition, except as determined in provision 6 above. The City will provide erosion and weed control and reseeding for a period of up to 1-year after Final Notice of Acceptance of the Project has been provided to the project's Contractor (Project Warranty Period). The Owner agrees to provide access to reseed or perform weed control to these areas until expiration of the Project Warranty Period.
8. The City agrees to have the Contractor delineate the boundaries of the construction areas with temporary fencing.
9. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
10. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
11. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
12. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

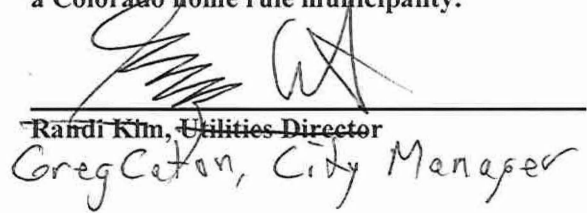
Owner:
Richard J. Rounds



Owner:
Teresa L. Rounds



The City of Grand Junction,
a Colorado home rule municipality:



Randy Kim, Utilities Director
Greg Cetan, City Manager

EXHIBIT A

LEGAL DESCRIPTION

2945-163-00-242

SEWER EASEMENT TO THE CITY OF GRAND JUNCTION, SE-1

A Sewer Easement being a portion of Reception Number 1519495 located in the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 16, 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 Center Quarter Corner of said Section 16, whence the East Quarter Corner of said Section 16 bears N89°02'06"E a distance of 2645.87 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence from the said point of commencement S15°58'45"W a distance of 1151.56 feet to a point on the Northern boundary of said Reception Number 1519495 being the Point of Beginning; thence along said boundary the following two (2) courses, 1) S50°51'12"E a distance of 183.22 feet, 2) S28°24'26"E a distance of 18.79 feet; thence the following two (2) courses 1) S08°17'56"E a distance of 48.09 feet 2) S83°41'06"W a distance of 9.70 feet to a point on the Southeasterly boundary of said Reception Number 1519495, thence along said boundary the following two (2) courses, 1) S89°29'16"W a distance of 2.42 feet, 2) S72°29'41"W a distance of 1.26 feet; thence the following two (2) courses, 1) S83°41'06"W a distance of 95.58 feet 2) S64°49'07"W a distance of 138.86 feet to a point on the Southeast boundary of said parcel, thence along said boundary the following (2) courses, 1) S72°29'41"W a distance of 19.54 feet 2) N65°32'45"W a distance of 22.82 feet; thence the following five (5) courses 1) N64°49'07"E a distance of 176.34 feet 2) N83°41'06"E a distance of 91.54 feet 3) N08°17'56"W a distance of 28.78 feet 4) N45°59'42"W a distance of 186.71 feet 5) N39°08'48"E a distance of 5.15 feet to the Point of Beginning.

Said Parcel of land CONTAINING 8,643 Square Feet or 0.20 Acres, more or less, as described.

Authored by: Renee B. Parent, CO PLS #38266
City Surveyor - City of Grand Junction
333 West Avenue, Building C
Grand Junction, CO 81501



N:\Users\rj\902-F1704 (Lake Road Lift Station Project)\ASROW Acquisition\Parcel 1\Lake Road Lift Station - Parcel One.dwg - PLOTTED 2022-11-18

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
R.	Section	MPE	Multi-Purpose Easement
S.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	PSCO	Public Service Company Of Colorado

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.

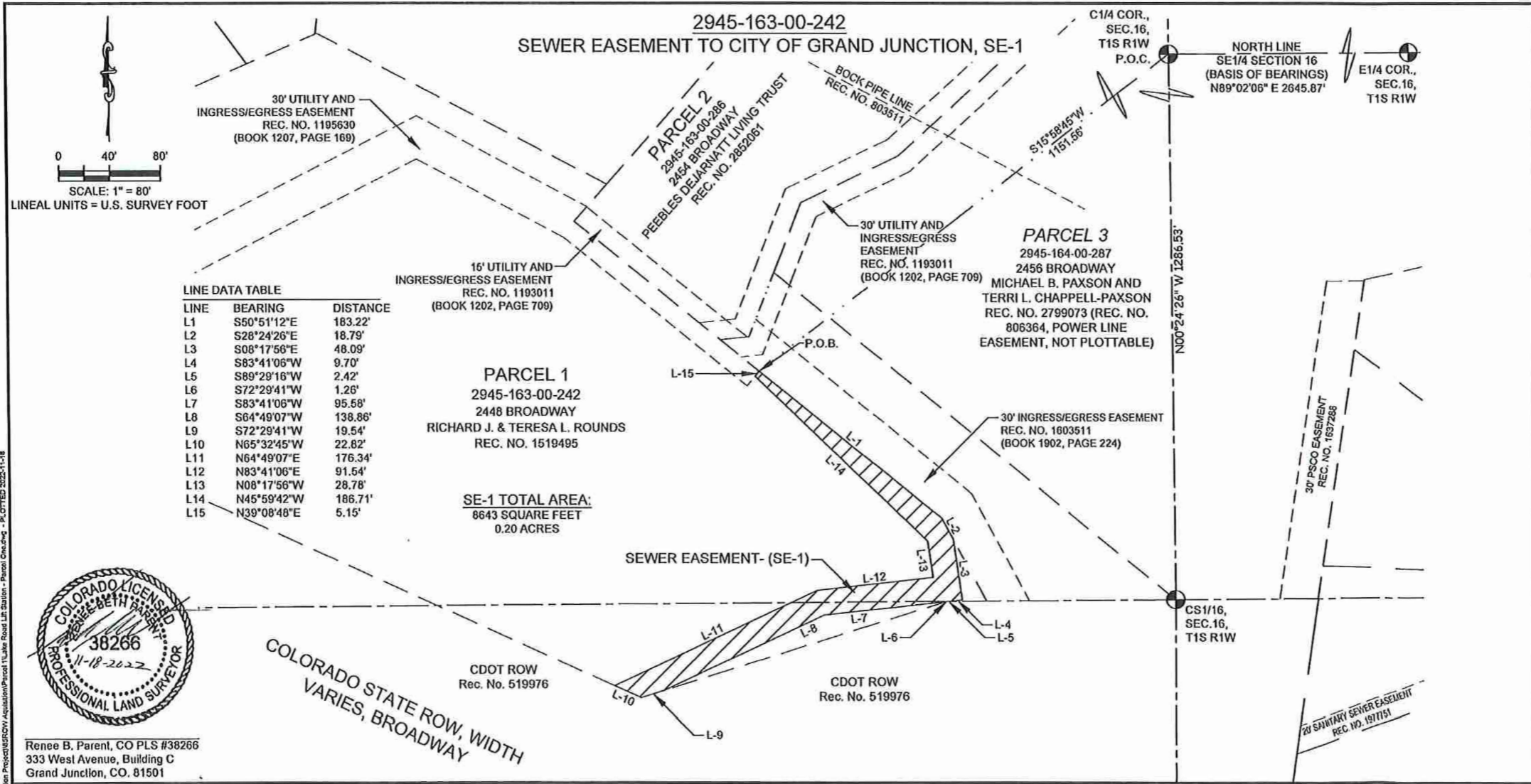
DRAWN BY:	MJH
DATE:	10-26-2022
REVIEWED BY:	RBP
APPROVED BY:	LC
SCALE:	N/A

LAKE ROAD LIFT STATION PROJECT
Located in parts of the E1/2 SW1/4
Section 16, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 902-F1704

EXHIBIT B



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S50°51'12"E	183.22'
L2	S28°24'26"E	18.79'
L3	S08°17'56"E	48.09'
L4	S83°41'06"W	9.70'
L5	S89°29'16"W	2.42'
L6	S72°29'41"W	1.26'
L7	S83°41'06"W	95.58'
L8	S64°49'07"W	138.86'
L9	S72°29'41"W	19.54'
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L13	N08°17'56"W	28.78'
L14	N45°59'42"W	186.71'
L15	N39°08'48"E	5.15'

N:\Landscape\2022\11-Lake Road Lift Station Project\GIS\Acquisition\Parcel 1\Lake Road Lift Station - Parcel One.dwg - PLOTTED 2022-11-18

Renee B. Parent, CO PLS #38266
333 West Avenue, Building C
Grand Junction, CO. 81501

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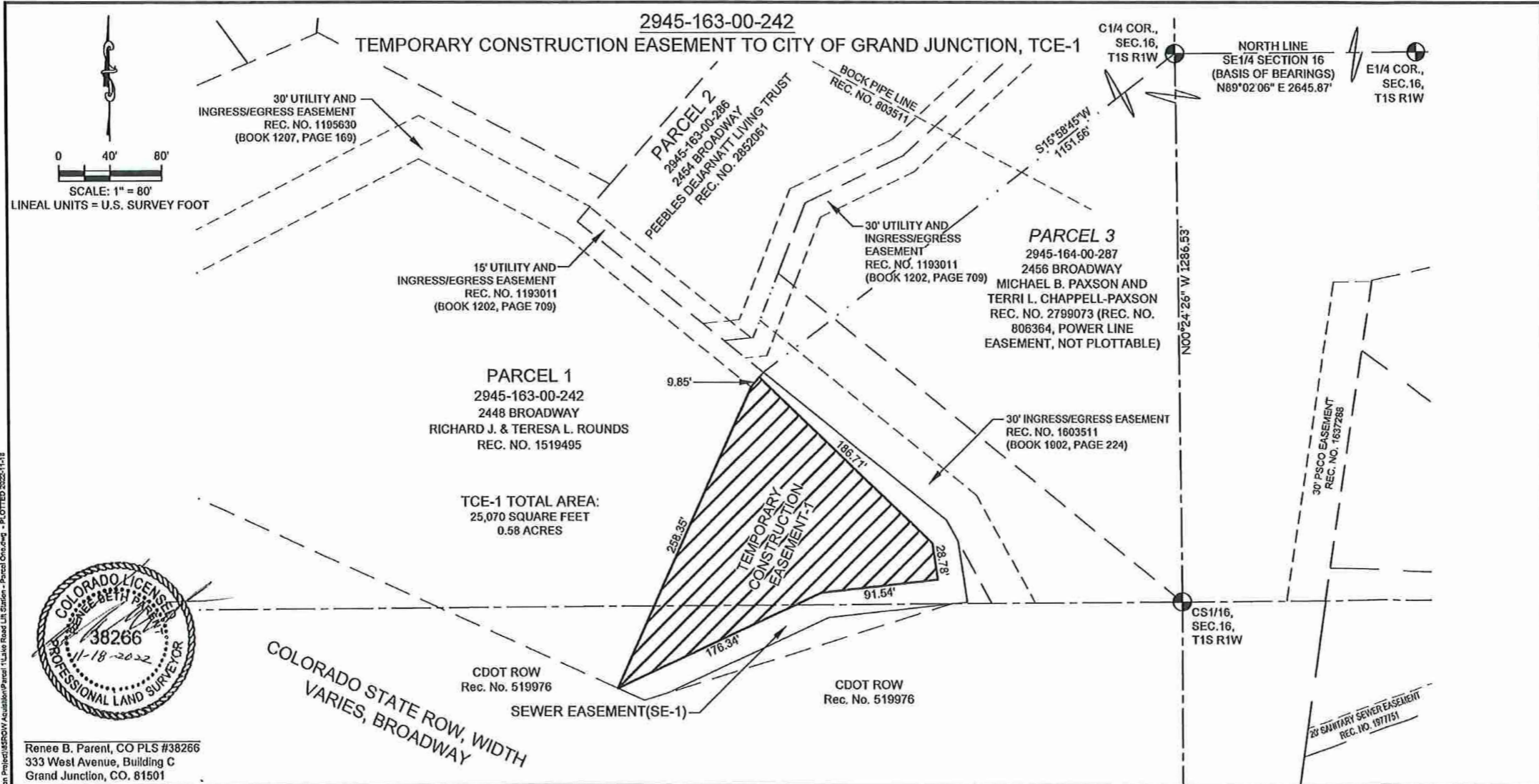
DRAWN BY: MJH
DATE: 10-26-2022
REVIEWED BY: RBP
APPROVED BY: LC
SCALE: 1" = 80'

LAKE ROAD LIFT STATION PROJECT
Located in parts of the E1/2 SW1/4
Section 16, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF Grand Junction COLORADO

PUBLIC WORKS ENGINEERING DIVISION
PROJECT NO. 902-1704F

EXHIBIT C



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Renee B. Parent, CO PLS #38266
 333 West Avenue, Building C
 Grand Junction, CO. 81501

ABBREVIATIONS	
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P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
R.	Section
S.	Township
R.	Range
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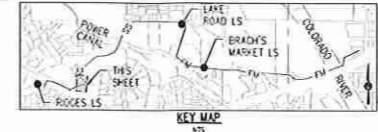
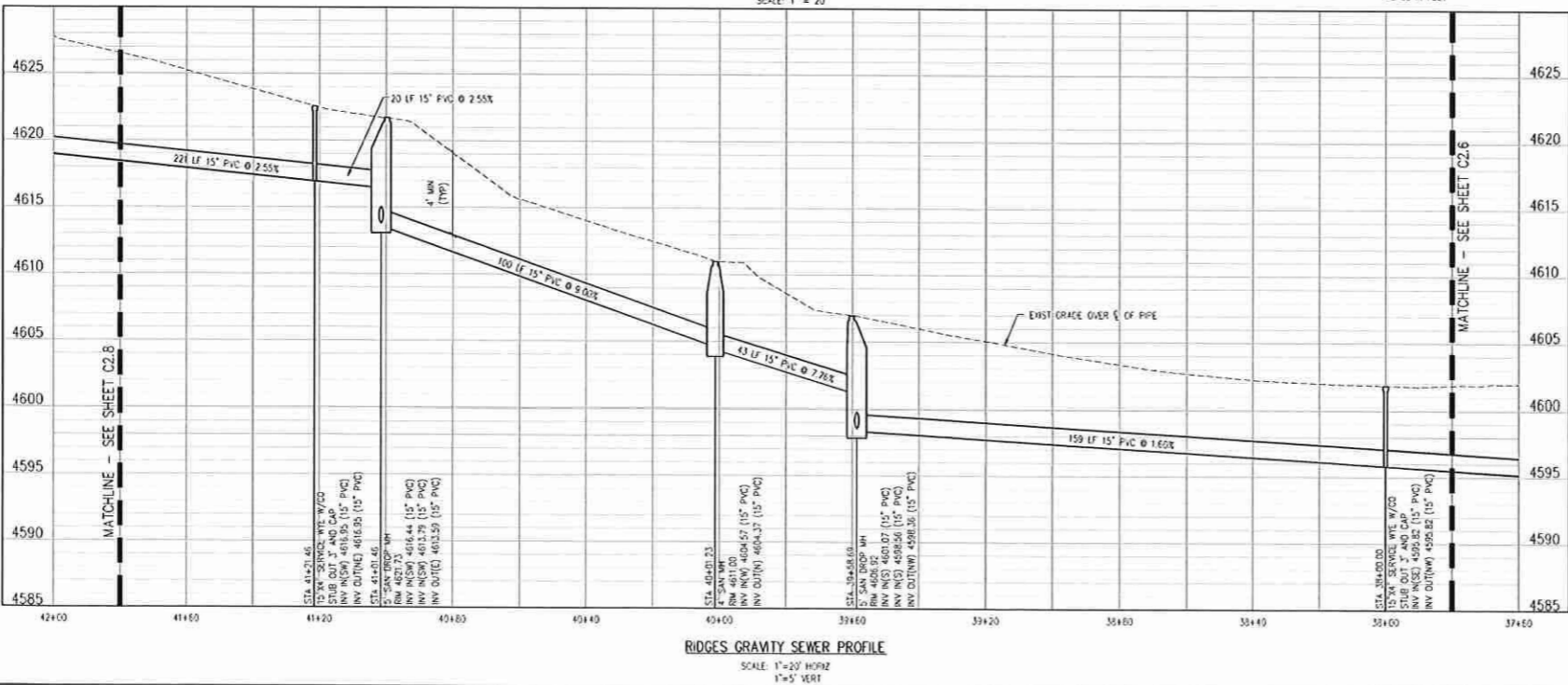
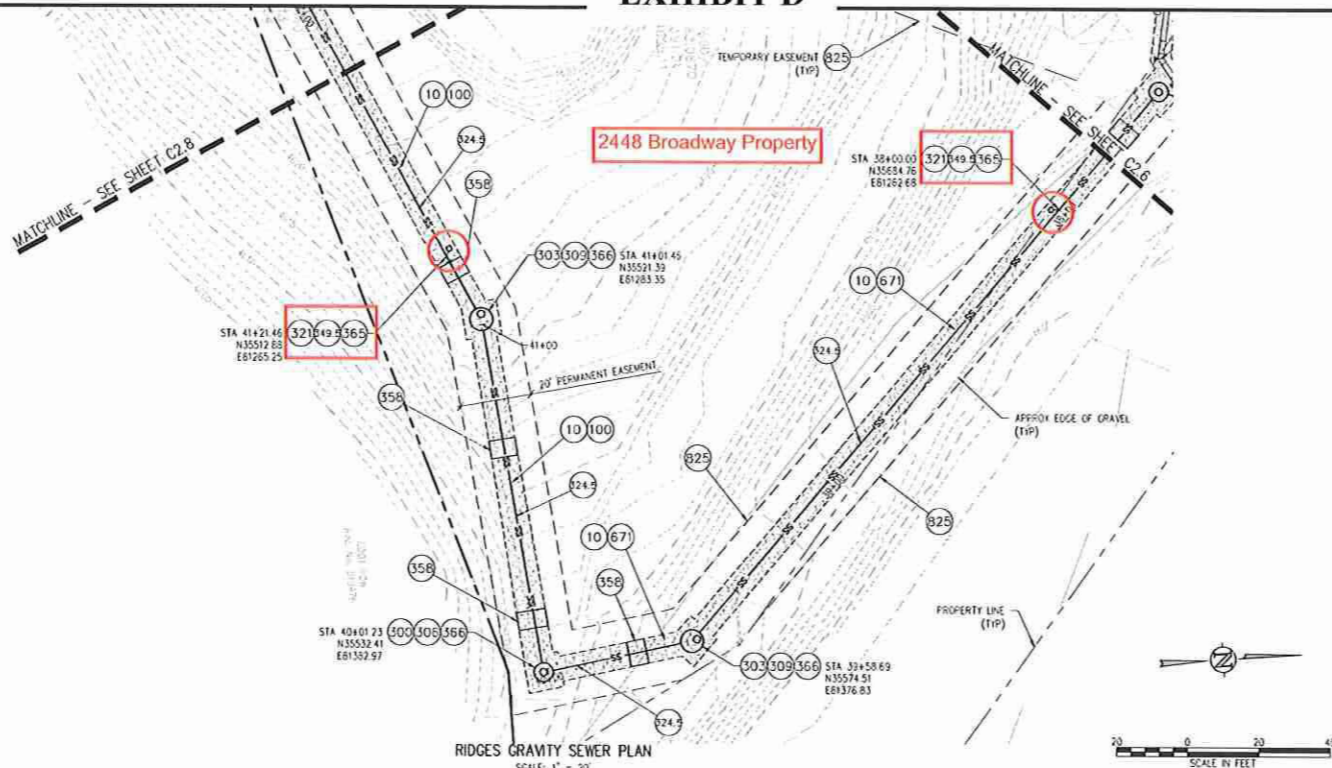
LAKE ROAD LIFT STATION PROJECT
 Located in parts of the E1/2 SW1/4
 Section 16, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF
Grand Junction
 COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
 PROJECT NO. 902-1704F

EXHIBIT D

EXHIBIT D



CONSTRUCTION NOTES

- 102 - REMOVAL OF LANDSCAPE GROUND COVER AND ANY UNDERLYING BARRIER. STOCKPILE PER PROPERTY OWNERS RECOMMENDATION.
- 210 - RESET LANDSCAPE GROUND COVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING.
- 102 11/108 5 - SANITARY SEWER BASIC MANHOLE (48" I.D.). INCLUDES CONNECTION OF ADJACENT SEWER LINE, FORMING INVERTS AND ADJUSTING TO FINAL GRADE. (SEE CITY OF GRAND JUNCTION STANDARD DETAIL SS-02) FIELD COAT MANHOLE INTERIOR WITH SYSTEM NO. 30 PER SECTION 09900 OF THE PROJECT MANUAL.
- 102 11/108 5 - SANITARY SEWER BASIC DROP MANHOLE (60" I.D.). INCLUDES MANHOLE COATING AS PER 102.11. (SEE STD. DETAIL SS-04).
- 102 11/108 5 - MANHOLE BARREL SECTION (D>5) (48" I.D.).
- 102 11/108 5 - DROP MANHOLE BARREL SECTION (D>5) (60" I.D.).
- 102 9/108 2 - 4" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
- 102 9/108 2 - 15" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL OR FLOW/FILL WITHIN THE C/OOT ROW.
- 102 9/108 3 - 15" X 4" SEWER SERVICE TAP. FULL BODY WYE (SEE STD. DETAIL SS-05).
- 103 - CLAY CUT-OFF WALL (INCIDENTAL TO SEWER INSTALLATION PAY ITEM)
- 104 2A - 3" STUB OUT AND CAP
- BOLTED MANHOLE RING AND COVER, SEE SHEET CD2.0 (DETAIL 01)
- 304 - WASHED ROCK SURFACE COURSE FOR GRAVEL DRIVEWAYS. MATCH EXISTING TYPE. THICKNESS IS 2" MIN. AND 3" MAX.
- CONTRACTOR IS RESPONSIBLE FOR REPAIR COSTS ASSOCIATED WITH ANY/ALL DAMAGE TO PRIVATE PROPERTY BEHIND ROW/LINE OR EASEMENT LIMITS.

DESIGNED BY	MMR/LAL
DRAWN BY	MMR/LAL/MAJF
CHECKED BY	MM
JOB #	1071.4.1a
DATE	NOVEMBER 2023
©	JVA, INC.

CITY OF GRAND JUNCTION
LAKE ROAD LIFT STATION
GRAND JUNCTION, COLORADO
RIDGES GRAVITY SEWER PLAN AND
PROFILE

SHEET NO.
C2.7

NO.	DATE	DESC.	DOWN	REVISION DESCRIPTION
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GRANT OF SANITARY SEWER EASEMENT

Richard J. Rounds and Teresa L. Rounds, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, for the use and benefit of the Lake Road Lift Station, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Easement for the installation, operation, maintenance and repair of sanitary sewer facilities, installation and maintenance of roadway for ingress and egress, and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Sanitary Sewer Easement that is the subject of this instrument.

Said Parcel being a part of Mesa County Assessor Parcel No. 2945-163-00-242

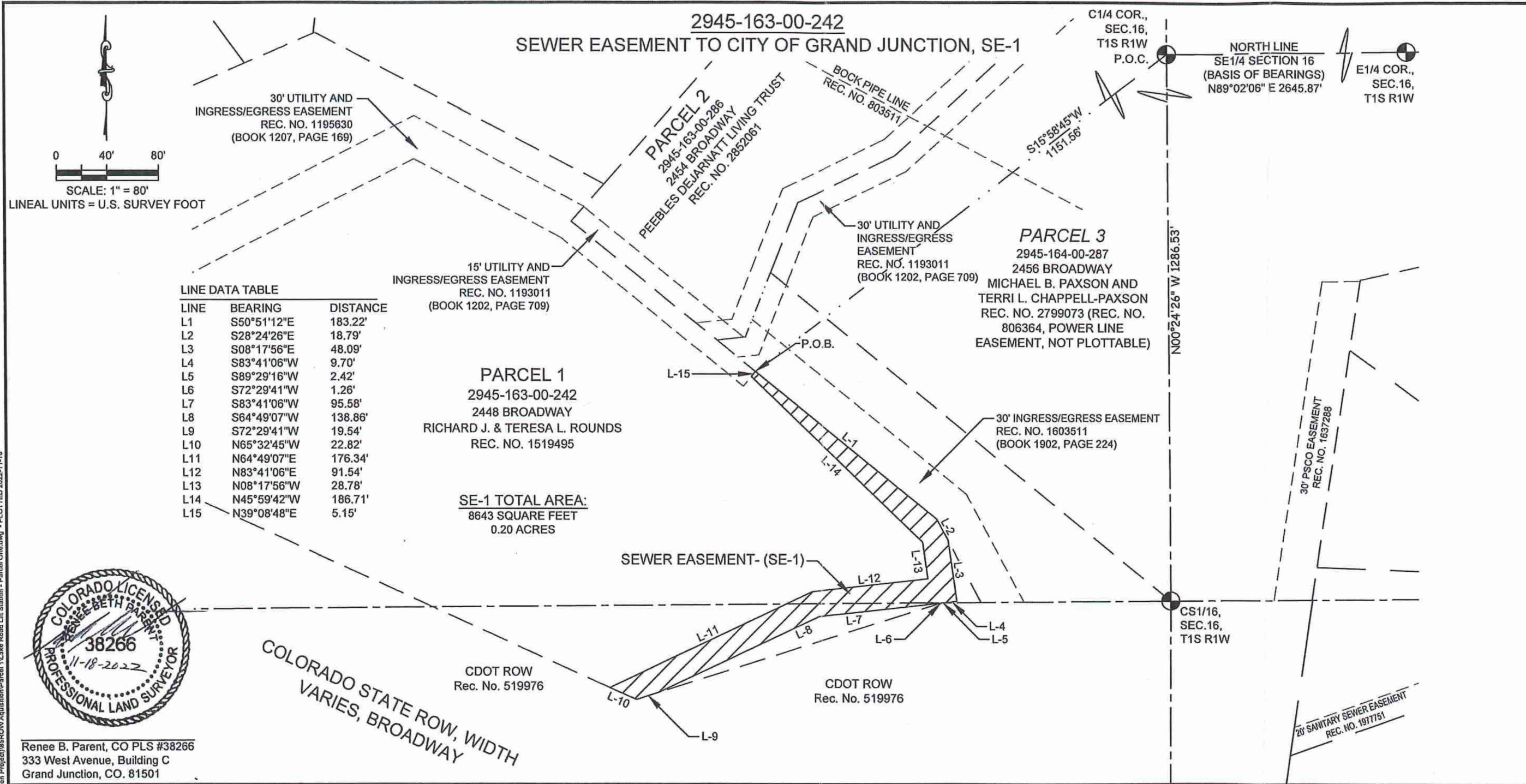
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

Grantor shall not perform any act or permit the performance of any act that could be detrimental to Grantee's installation, operation, maintenance and repair of Grantee's sanitary sewer facilities and related appurtenances.

Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

EXHIBIT B

2945-163-00-242 SEWER EASEMENT TO CITY OF GRAND JUNCTION, SE-1



LINE DATA TABLE

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PARCEL 1
2945-163-00-242
2448 BROADWAY
RICHARD J. & TERESA L. ROUNDS
REC. NO. 1519495

SE-1 TOTAL AREA:
8643 SQUARE FEET
0.20 ACRES



Renee B. Parent, CO PLS #38266
333 West Avenue, Building C
Grand Junction, CO, 81501

ABBREVIATIONS

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LAKE ROAD LIFT STATION PROJECT
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Ute Meridian, City of Grand Junction
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PUBLIC WORKS
ENGINEERING DIVISION
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2945-163-00-242

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Authored by: Renee B. Parent, CO PLS #38266
 City Surveyor - City of Grand Junction
 333 West Avenue, Building C
 Grand Junction, CO 81501



N:\Lendpro\902-F1704 (Lake Road Lift Station Project)\BSROW Aquilation\Parcel 1\Lake Road Lift Station - Parcel One.dwg -- PLOTTED 2022-11-18

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APPROVED BY:	LC
SCALE:	N/A

LAKE ROAD LIFT STATION PROJECT
 Located in parts of the E1/2 SW1/4
 Section 16, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 902-F1704

RECEPTION#: 3095641
6/11/2024 12:05:29 PM, 1 of 4
Recording: \$28.00, Doc Fee Exempt
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

Joinder and Consent to Easement

Carrington Mortgage Services, LLC, its successors and assigns, with an address of 1600 South Douglas Road, Suite 200-B, Anaheim, CA 92806, as the current holder of that certain Deed of Trust granted by Richard J. Rounds and Teresa L. Rounds to Mortgage Electronic Registration Systems, Inc. as Nominee for Cherry Creek Mortgage Co., Inc, its successors and assigns, dated March 26, 2009 and recorded April 3, 2009 at Reception No. 2483018 in the Office of the Clerk and Recorder of Mesa County, Colorado which encumbers the property described in said Deed of Trust, does hereby consent to the Grant of Sanitary Sewer Easement to the City of Grand Junction, Colorado and agrees that said easement shall be superior to the lien of Carrington Mortgage Services.

SEE EXHIBITS A & B – Easement Legal Description and Depiction Attached

Signed this 23 day of May, 2024.

Carrington Mortgage Services, LLC

By: [Signature]

Print Name: Elizabeth A. Ostermann
Vice President, Carrington Mortgage Services, LLC

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ 2024 by _____ as _____ of Carrington Mortgage Services, LLC .

See Attached

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

JURAT

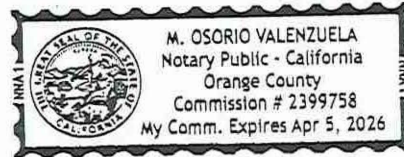
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 23rd day of May 2024, by Elizabeth A. Ostermann,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature  (Seal)



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

2448 Broadway, Grand Junction, CO 81507

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 2nd day of February 2024 by and between Richard J. Rounds & Teresa L. Rounds, hereinafter referred to as "Owner" whose address is 2448 Broadway, Grand Junction, CO 81507, 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 Lake Road Lift Station, which includes retiring the Ridge's #1 Lift Station and Brach's Market Lift Station, construction of a new consolidated lift station south of Lake Road between Mitchell Road and Grant Road, and installation of new sanitary sewer lines and necessary appurtenances from approximately Highway 340 to the new Lake Road Lift Station site, from the Lake Road Lift station site to Power Road, and east across the Highway 340 bridge (Colorado River) to connect with existing sewer facilities (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 2448 Broadway, Grand Junction, CO 81507 as identified in the document recorded with Reception Number 1519495, 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 Easement 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 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 Utilities Director. The Temporary Construction Easement 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 18 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 2-2-2024.
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.

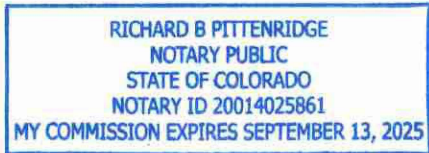
Owner:
Richard J. Rounds

Owner:
Teresa L. Rounds

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 2nd day of February 2024 by Richard J. Rounds and Teresa L. Rounds

My commission expires 9-13-2025.
Witness my hand and official seal.

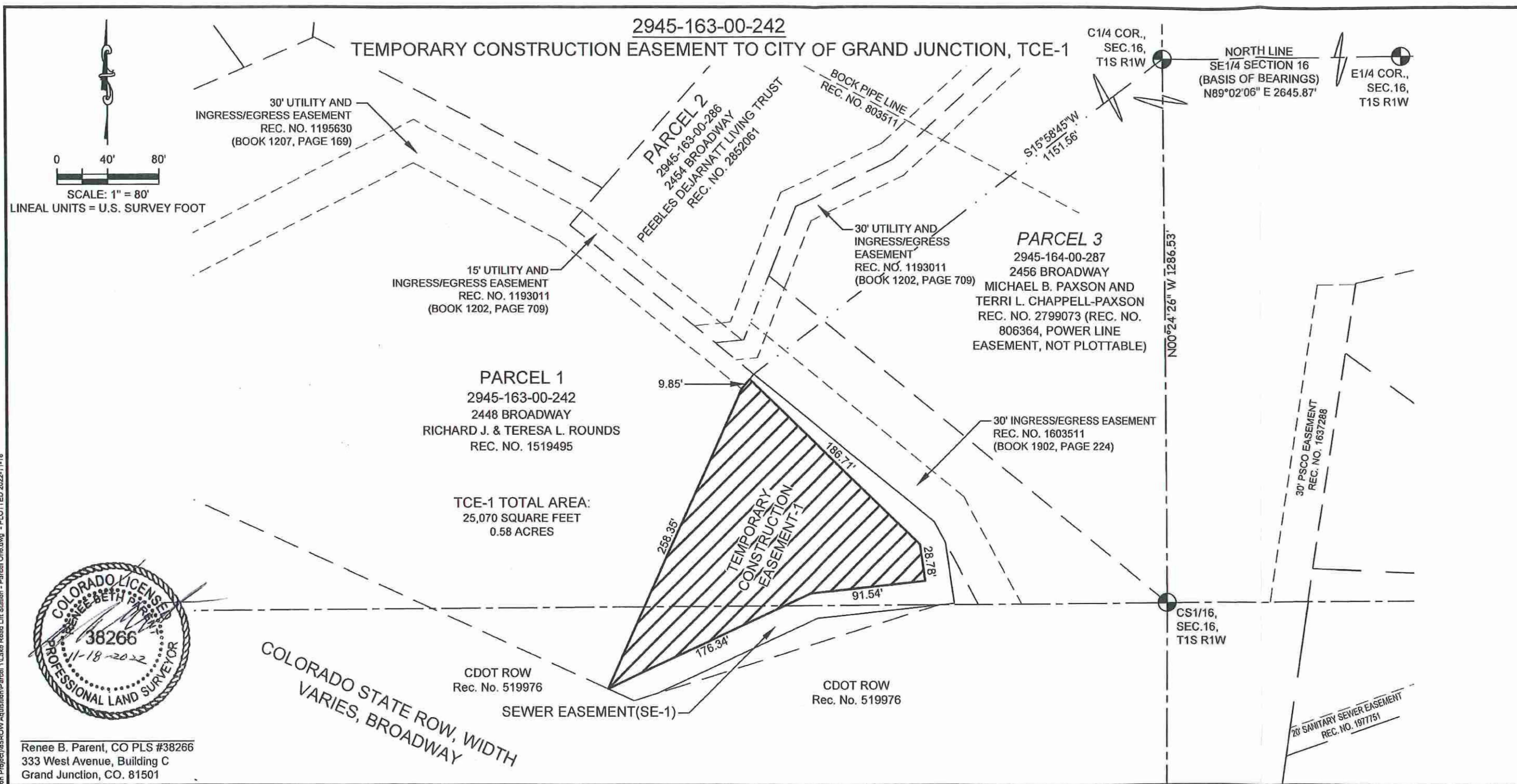


Notary Public

City of Grand Junction,
a Colorado home rule municipality:

~~Randi Kim, Utilities Director~~
Greg Caton, City Manager

EXHIBIT A



N:\Land\1902-F-1704 (Lake Road Lift Station Project)\ESR\COV Acquisition\Parcel 1\Lake Road Lift Station - Parcel One.dwg - PLOTTED 2022-11-18

Renee B. Parent, CO PLS #38266
 333 West Avenue, Building C
 Grand Junction, CO. 81501

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
R.	Section
S.	Township
R.	Range
~	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: MJH
DATE: 10-26-2022
REVIEWED BY: RBP
APPROVED BY: LC
SCALE: 1" = 80'

LAKE ROAD LIFT STATION PROJECT
 Located in parts of the E1/2 SW1/4
 Section 16, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction COLORADO

PUBLIC WORKS ENGINEERING DIVISION
 PROJECT NO. 902-1704F