

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

902 Highway 50, Grand Junction, CO 81503

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 4 day of August, 2025 by and between **Siler Commercial Sealants and Coatings, LLC**, hereinafter referred to as "Owner" whose address is 902 Highway 50, 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 902 Highway 50, Grand Junction, CO 81503 as identified in the document recorded with Reception Number 3132245, 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 12 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 August 4, 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.

Siler Commercial Sealants and Coatings, LLC



 Bradley Dean Siler, Manager

State of COLORADO)
)ss.
 County of MESA)

The foregoing instrument was acknowledged before me this 31 day of July, 2025 by Bradley Dean Siler as Manager of Siler Commercial Sealants and Coatings, LLC.

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



 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:



 Michael P. Bennett, City Manager

JUSTINA LOUISE THOMPSON
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20194048154
 MY COMMISSION EXPIRES DECEMBER 31, 2027

EXHIBIT A

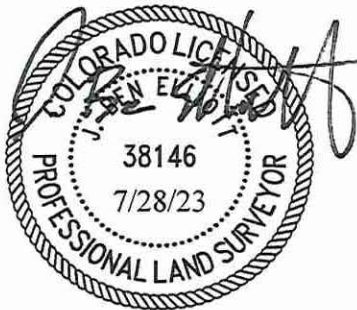
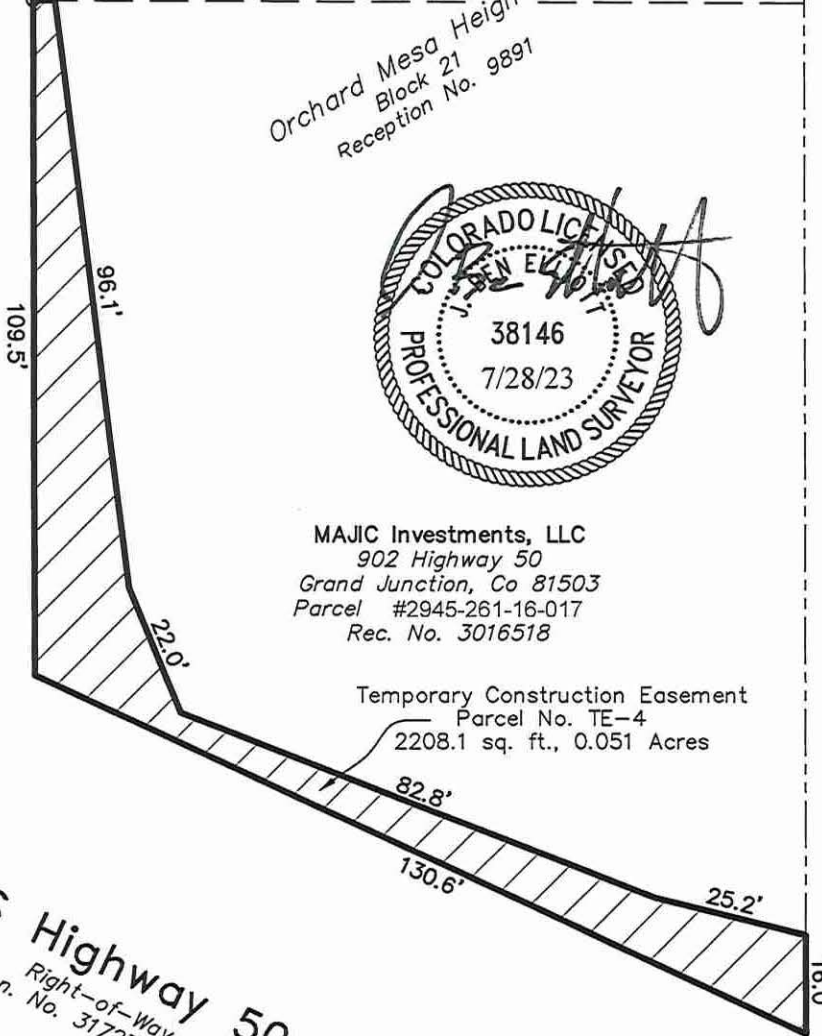
Temporary Construction Easement Parcel No. TE-4
2945-261-16-017

Humphrey Palmer St, LLC
1919 Palmer Street
Grand Junction, Co 81503
Parcel #2945-261-15-008

Northwest Corner
Lot 27, Block 21 3.5'

Orchard Mesa Heights
Block 21
Reception No. 9891

Palmer Street
80' Right-of-Way
Reception. No. 9891



MAJIC Investments, LLC
902 Highway 50
Grand Junction, Co 81503
Parcel #2945-261-16-017
Rec. No. 3016518

Temporary Construction Easement
Parcel No. TE-4
2208.1 sq. ft., 0.051 Acres

20' Alley Right-of-Way
Reception. No. 9891

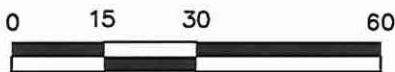
US Highway 50
Right-of-Way
Reception. No. 317272 & 334348



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