

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: 207-F1903
	Description: F ½ Road Parkway Improvement Project
	Owner(s): SRE Colorado 6, LLC
	Parcels: MPE-1, TCE-1

This Memorandum of Agreement ("Agreement") is made and entered into this ____ day of _____, 2023, by and between **SRE Colorado 6, LLC**, 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 is proceeding with implementation of the F ½ Road Parkway Improvement Project ("Project"). The Project will create a fully developed street section from 24 Road on the west to 25 Road on the east. The project will also add street improvements to 25 Road from Patterson Road on the south to Waite Avenue on the north. Improvements include additional travel lanes, auxiliary lanes, facilities to accommodate pedestrian and bicycle mobility, storm drainage facilities, street lighting, landscaped medians and parkways, and a new roundabout at the intersection of F ½ Road Parkway and 24 ½ Road ("Project Improvements"). The City Council of the City has determined that the Project is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. All costs associated with installation of the Project Improvements will be borne by the City.
- B. The Owner owns certain real property within the limits of the Project located at 653 Market Street in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-042-69-003, 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. MPE-1: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 289 square feet (0.01 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "A" and depicted on the accompanying graphic illustration labeled Exhibit "B"; 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 339 square feet (0.01 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 24 months

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

- D. The City has obtained and reviewed a waiver valuation to estimate 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. MPE-1:	289 sq.ft @ \$8.00/sq.ft. (75%)	=\$1,734.00
Parcel No. TCE-1:	339 sq.ft @ \$8.00/sq.ft. (10%) 24 months	=\$542.40
	Total Land & Easement Value	= \$2,267.40
	Administration Settlement	= \$ 732.60
	Total Consideration	= \$3,000 (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.

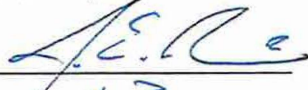
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration 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) completed and executed Federal Form W-9.
 - c. 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. 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.
6. 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.
7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
8. 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:
SRE Colorado 6, LLC

By: _____

Title: _____


V. P.

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

Greg Caton, City Manager


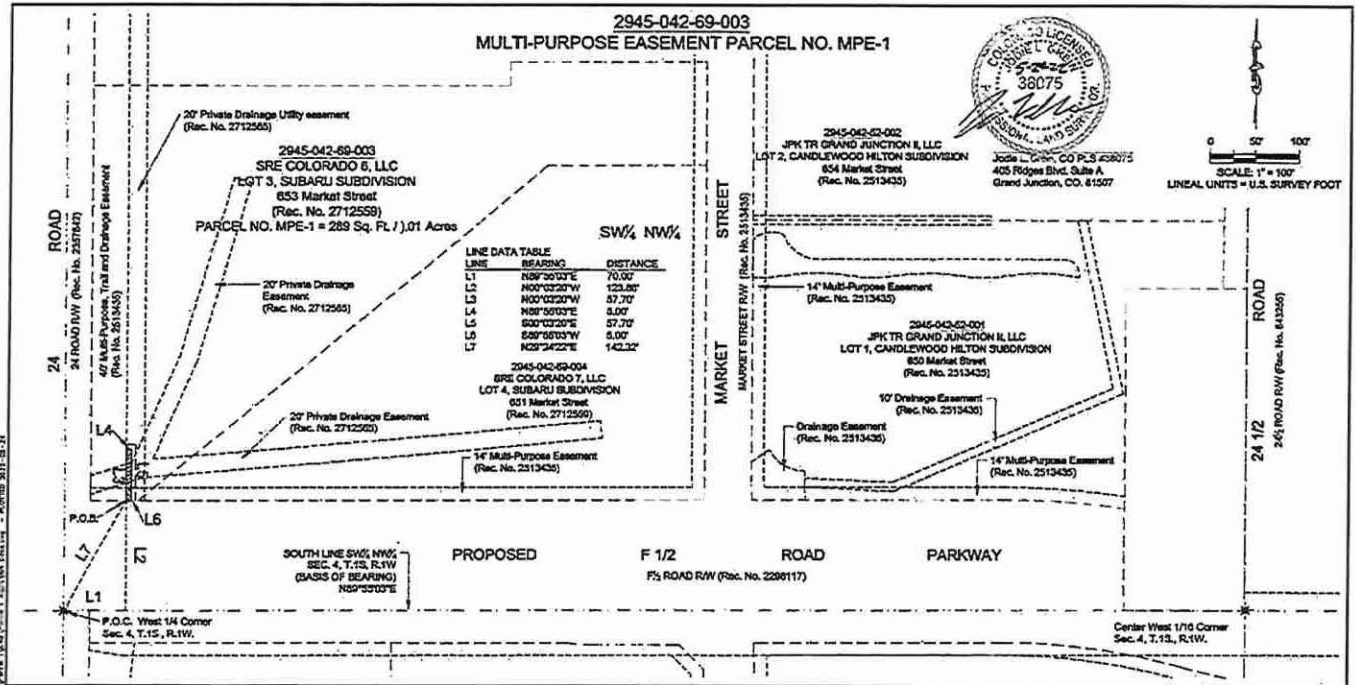

Greg Caton, City Manager

EXHIBIT B



ABBREVIATIONS

P.O.C. Point of Commencement	Rec. Reception
P.O.B. Point of Beginning	No. Number
R.O.W. Right-of-Way	R/W 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 & instruments 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: **NDV**
 DATE: **05-20-22**
 REVIEWED BY: **JLC**
 APPROVED BY: **BH**
 SCALE: **1" = 100'**

Portion of 2945-042-69-003
 Located in part of the SW 1/4 NW 1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction COLORADO

PUBLIC WORKS ENGINEERING DIVISION
 PROJECT NO. 207-F210306



EXHIBIT C

LEGAL DESCRIPTION 2945-042-69-003

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-1

A parcel of land being a portion of Lot 3, Subaru Subdivision, as described in Reception Number 2712559 lying in the SW1/4 NW1/4 of Section 4, 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 West 1/4 Corner of said Section 4, and assuming the South line of said SW1/4 NW1/4 bears N89°55'03"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N89°55'03"E along said South line, a distance of 75.00 feet; thence N00°03'20"W, a distance of 123.88 feet, to a point on the south line of Lot 3, Subaru Subdivision, said land described in Reception Number 2712559; and the Point of Beginning;

thence N00°03'20"W, a distance of 57.70 feet; thence S89°55'03"W, a distance of 5.00 feet; to a point on the easterly line of a 40.00' multi-purpose easement dedicated at Reception Number 2513435; thence along said easterly line N00°03'20"W for a distance of 5.00 feet; thence leaving said easterly line, N89°55'03"E, a distance of 10.00 feet; thence S00°03'20"E, a distance of 62.70 feet to a point on the South line of said Lot 3; thence S89°55'03"W along said South Line, a distance of 5.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 339 Square Feet or 0.01 Acres, more or less, as described.

Authorized by: Jodie L Grein, CO PLS #38075
Rolland Consulting Engineers
405 Ridgea Blvd., Suite A
Grand Junction, CO 81507



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
RRY	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian

The sketch & description shown herein 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: 05-20-22
REVIEWED BY: JLG
APPROVED BY: BH
SCALE: _____

Portion of 2945-042-69-003
Located in part of the SW¼ NW¼
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

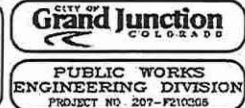
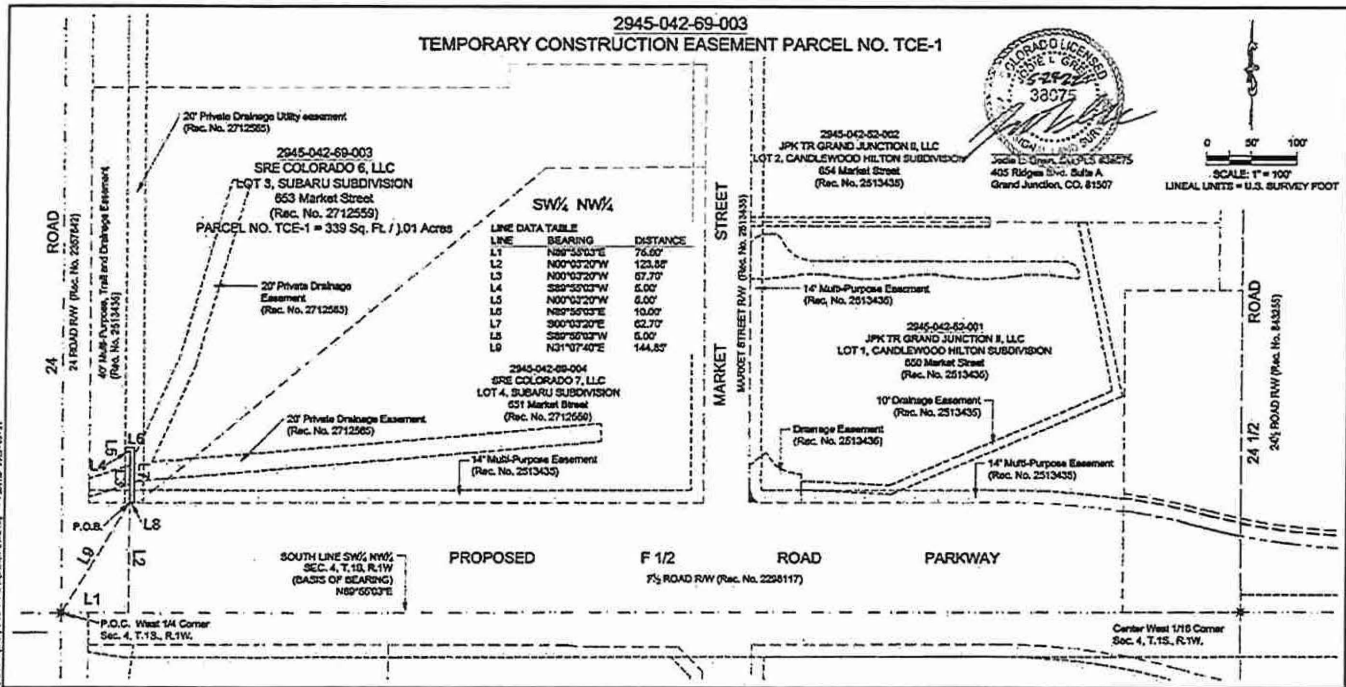


EXHIBIT D



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	R/W	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.N.	Ute Meridian
~	Approximately		

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DRAWN BY: NCW
 DATE: 05-20-22
 REVIEWED BY: JLG
 APPROVED BY: BH
 SCALE: 1" = 100'

Portion of 2945-042-69-003
 Located in part of the SW 1/4 NW 1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction
 COLORADO

**PUBLIC WORKS
 ENGINEERING DIVISION**

PROJECT NO. 207-F210302

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named SRE Colorado 6, LLC

2. The entity is a:

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Governmental Subdivision or Agency | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Unincorporated Non-Profit Association | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> Other please explain: | |

3. The entity was formed under the laws of the State of Colorado.

4. The mailing address for the entity is 4401 Colwick Road
Charlotte, NC 28211

5. The name(s) and position(s) of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is (*All Signatures are Required*)

- John E. Russ III Vice President
Name Title
- _____
Name Title

6. *OPTIONAL*³ The authority of the foregoing person(s) to bind the entity is limited is not limited as follows: _____

7. *OPTIONAL* Other matters concerning the manner in which the entity deals with its interest(s) in real property: _____

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. The Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 8 day of February, 2023.

Entity: **SRE Colorado 6, LLC**
a Colorado limited liability Company

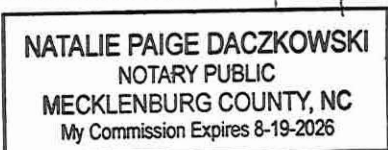
By: [Signature]
Its: V.P.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG^{SS:}

The forgoing instrument was acknowledged before me this 08 day of FEB, 2023
by JOHN E RUSS III as VP
of SRE COLORADO 6, LLC.

Witness my hand and official seal.

My commission expires: 08/19/2026



[Signature]
Notary Public

GRANT OF MULTI-PURPOSE EASEMENT

SRE COLORADO 6, LLC, a Colorado limited liability company, 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**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair of said utilities and appurtenances, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, 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 Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2945-042-69-003

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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.

The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. 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.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 8 day of February, 2023.

SRE COLORADO 6, LLC,
A Colorado limited liability Company

By: [Signature]

Title: V.P.

State of NORTH CAROLINA
County of MECKLENBURG ss.

The foregoing instrument was acknowledged before me this 08 day of FEB,
2023, by JOHN E. RUSS III as VP of
SRE COLORADO 6, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 08/19/2026

[Signature]
Notary Public

NATALIE PAIGE DACZKOWSKI
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 8-19-2026

EXHIBIT A

LEGAL DESCRIPTION

2945-042-69-003

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-1

A five foot (5') wide parcel of land being a portion of Lot 3, Subaru Subdivision, as described in Reception Number 2712559 lying in the SW1/4 NW1/4 of Section 4, 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 West 1/4 Corner of said Section 4, and assuming the South line of said SW1/4 NW1/4 bears N89°55'03"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N89°55'03"E along said South line, a distance of 70.00 feet; thence N00°03'20"W, a distance of 123.88 feet, to a point on the south line of Lot 3, Subaru Subdivision, said land described in Reception Number 2712559; and the Point of Beginning;

thence N00°03'20"W, a distance of 57.70 feet, along the easterly line of a 40.00' multi-purpose easement dedicated at Reception Number 2513435; thence leaving said easterly line, N89°55'03"E, a distance of 5.00 feet; thence S00°03'20"E, a distance of 57.70 feet to a point on the South line of said Lot 3; thence S89°55'03"W along said South Line, a distance of 5.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 289 Square Feet or 0.01 Acres, more or less, as described.

Authored by: Jodie L Grein, CO PLS #38075
 Rolland Consulting Engineers
 405 Ridges Blvd., Suite A
 Grand Junction, CO 81507



C:\Projects\2022\F.S. Rd. City of Grand Junction\Parcel 1\Acquisition_Deeds.dwg - PLOTTED 2022-05-24

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		

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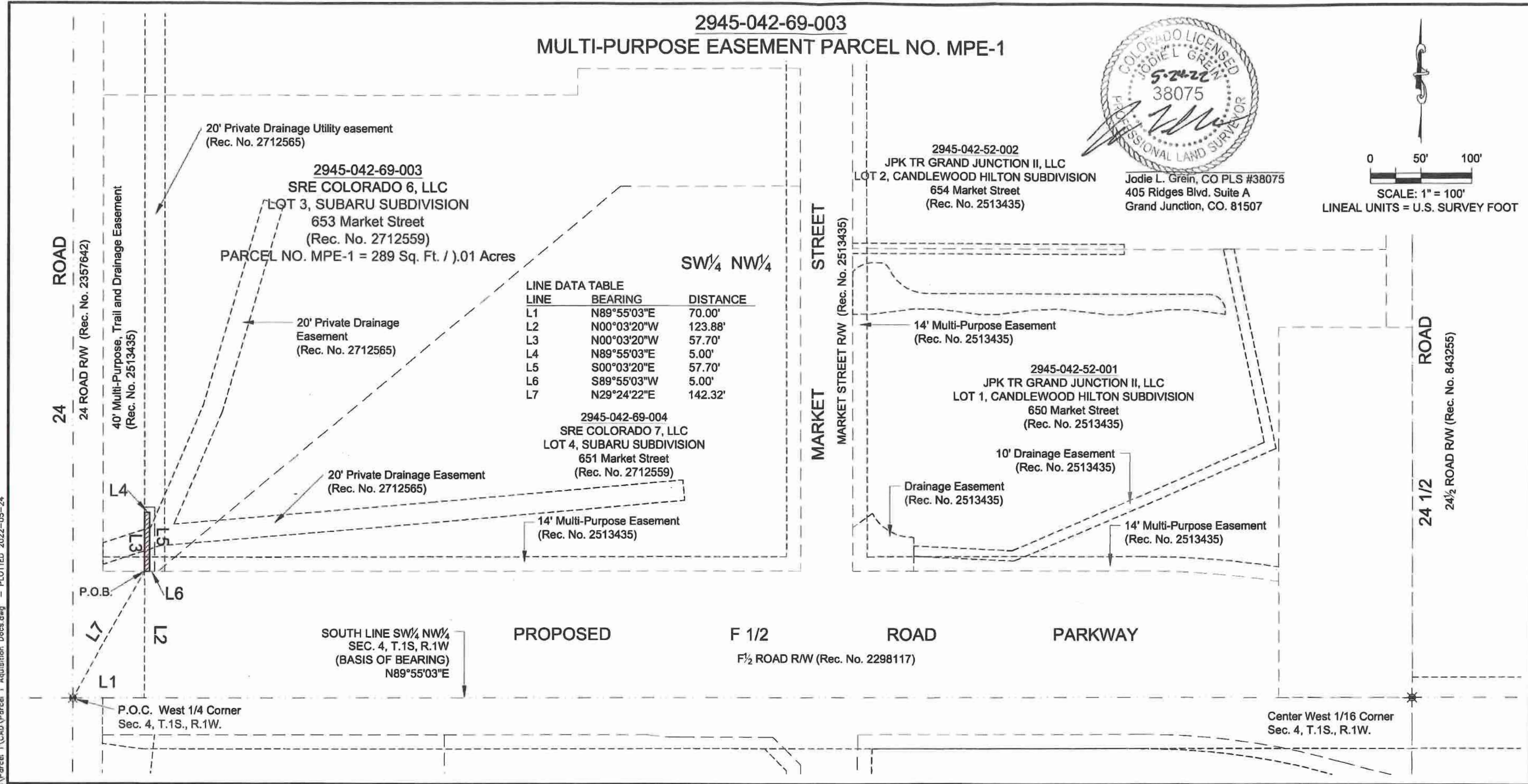
DRAWN BY: NCW
 DATE: 05-2022
 REVIEWED BY: JLG
 APPROVED BY: BH
 SCALE: _____

Portion of 2945-042-69-003
 Located in part of the SW¹/₄ NW¹/₄
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

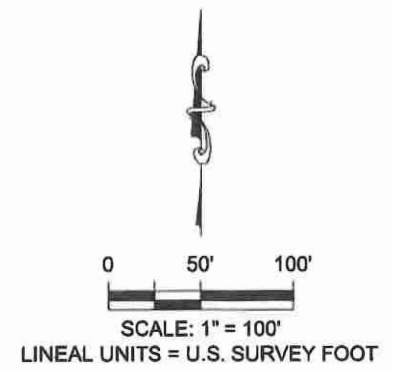


PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F210306

EXHIBIT B



Jodie L. Grein, CO PLS #38075
405 Ridges Blvd. Suite A
Grand Junction, CO. 81507



C:\Projects\2022\F5 Rd City CAD\Parcel 1 Acquisition Docs.dwg - PLOTTED 2022-05-24

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
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DRAWN BY: NCW
DATE: 05-2022
REVIEWED BY: JLG
APPROVED BY: BH
SCALE: 1" = 100'

Portion of 2945-042-69-003
Located in part of the SW¼ NW¼
Section 4, T.1S., R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. 207-F210306

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

653 Market Street, Grand Junction, Colorado 81505

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this _____ day of _____ 2023 by and between **SRE Colorado 6, LLC, a Colorado limited liability company**., hereinafter referred to as "Owner" whose address is 4401 Colwick Road, Charlotte, NC 282511, 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. Owner is the owner of the parcel of land with an address of 653 Market Street, Grand Junction, CO 81505 as identified in the document recorded with Reception Number 3001257, 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 a Temporary Construction Easement within the limits of the Owner's Property as described in the accompanying legal description attached **Exhibit "A"** and depicted on the attached **Exhibit "B"** both 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 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 Public Works 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 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 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 _____.

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.

SRE Colorado 6, LLC,
a Colorado limited liability company:

By: 


Print Name: John E. Russ III

Title: V.P.

State of NORTH CAROLINA
)ss.
 County of MECKLENBURG

The foregoing instrument was acknowledged before me this 08 day of FEB
 2023 by JOHN E. RUSSELL III as VP of **SRE Colorado 6, LLC,**
a Colorado limited liability company.

My commission expires 08/19/2026.
 Witness my hand and official seal.


 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:

 Greg Caton, City Manager

NATALIE PAIGE DACZKOWSKI
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
 My Commission Expires 8-19-2026

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Dated the day and year first above written.

SRE Colorado 6, LLC,
a Colorado limited liability company:

By: 

Print Name: John E. Russ

Title: V.P.

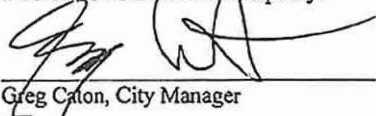
State of North Carolina

County of MECKLENBURG

The foregoing instrument was acknowledged before me this 08 day of FEB 2023 by JOHN E. RUSSELL III as VP of SRE Colorado 6, LLC, a Colorado limited liability company.

My commission expires 08/19/2026.
Witness my hand and official seal.


Notary Public

City of Grand Junction,
a Colorado home rule municipality:

Greg Caton, City Manager

NATALIE PAIGE DACZKOWSKI
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 8-19-2026

EXHIBIT A

LEGAL DESCRIPTION
2945-042-69-003

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-1

A parcel of land being a portion of Lot 3, Subaru Subdivision, as described in Reception Number 2712559 lying in the SW1/4 NW1/4 of Section 4, 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 West 1/4 Corner of said Section 4, and assuming the South line of said SW1/4 NW1/4 bears N89°55'03"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N89°55'03"E along said South line, a distance of 75.00 feet; thence N00°03'20"W, a distance of 123.88 feet, to a point on the south line of Lot 3, Subaru Subdivision, said land described in Reception Number 2712559; and the Point of Beginning;

thence N00°03'20"W, a distance of 57.70 feet; thence S89°55'03"W, a distance of 5.00 feet; to a point on the easterly line of a 40.00' multi-purpose easement dedicated at Reception Number 2513435; thence along said easterly line N00°03'20"W for a distance of 5.00 feet; thence leaving said easterly line, N89°55'03"E, a distance of 10.00 feet; thence S00°03'20"E, a distance of 62.70 feet to a point on the South line of said Lot 3; thence S89°55'03"W along said South Line, a distance of 5.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 339 Square Feet or 0.01 Acres, more or less, as described.

Authored by: Jodie L Grein, CO PLS #38075
Rolland Consulting Engineers
405 Ridges Blvd., Suite A
Grand Junction, CO 81507



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:	05-2022
REVIEWED BY:	JLG
APPROVED BY:	BH
SCALE:	

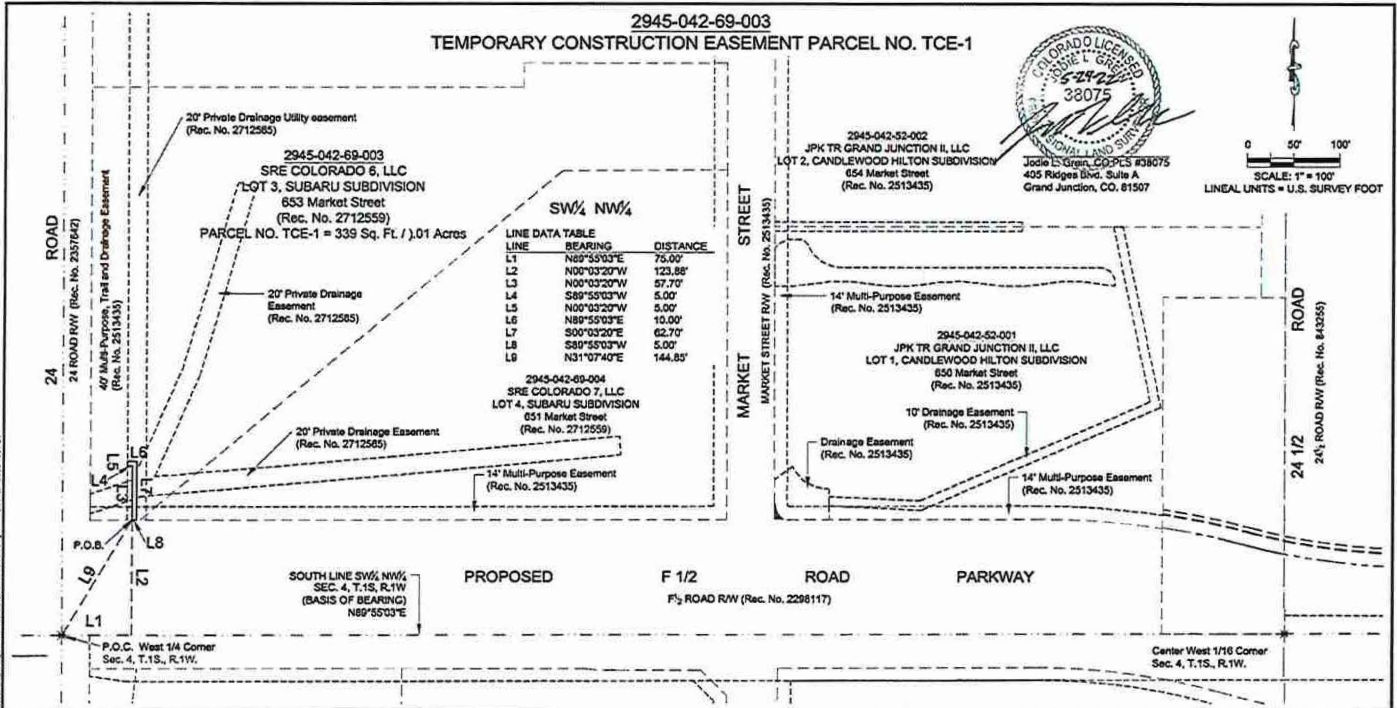
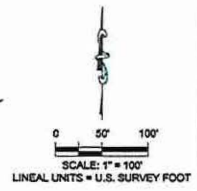
Portion of 2945-042-69-003
Located in part of the SW¼ NW¼
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. 207-F210206

EXHIBIT B

2945-042-69-003 TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-1



LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N89°55'03"E	75.00'
L2	N00°03'20"W	123.88'
L3	N00°03'20"W	57.70'
L4	S89°55'03"W	5.00'
L5	N00°03'20"W	5.00'
L6	N89°55'03"E	10.00'
L7	S00°03'20"E	62.70'
L8	S89°55'03"W	5.00'
L9	N31°07'40"E	144.85'

ABBREVIATIONS

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

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DRAWN BY: NCW
 DATE: 05-2022
 REVIEWED BY: JLG
 APPROVED BY: BH
 SCALE: 1" = 100'

Portion of 2945-042-69-003
 Located in part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 4, T.1S., R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction
 COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
 PROJECT NO. 207-F210306

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