

## 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. 5<sup>th</sup> 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 II

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. RUSSE II 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

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.
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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: *J.E.R.*

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.

*Natalie Paige Daczkowski*  
Notary Public

City of Grand Junction,  
a Colorado home rule municipality:  
*Greg Caton*  
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  
Roland Consulting Engineers  
405 Ridges 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
A.	Approximately
Rec.	Reception
No.	Number
RW	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian

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

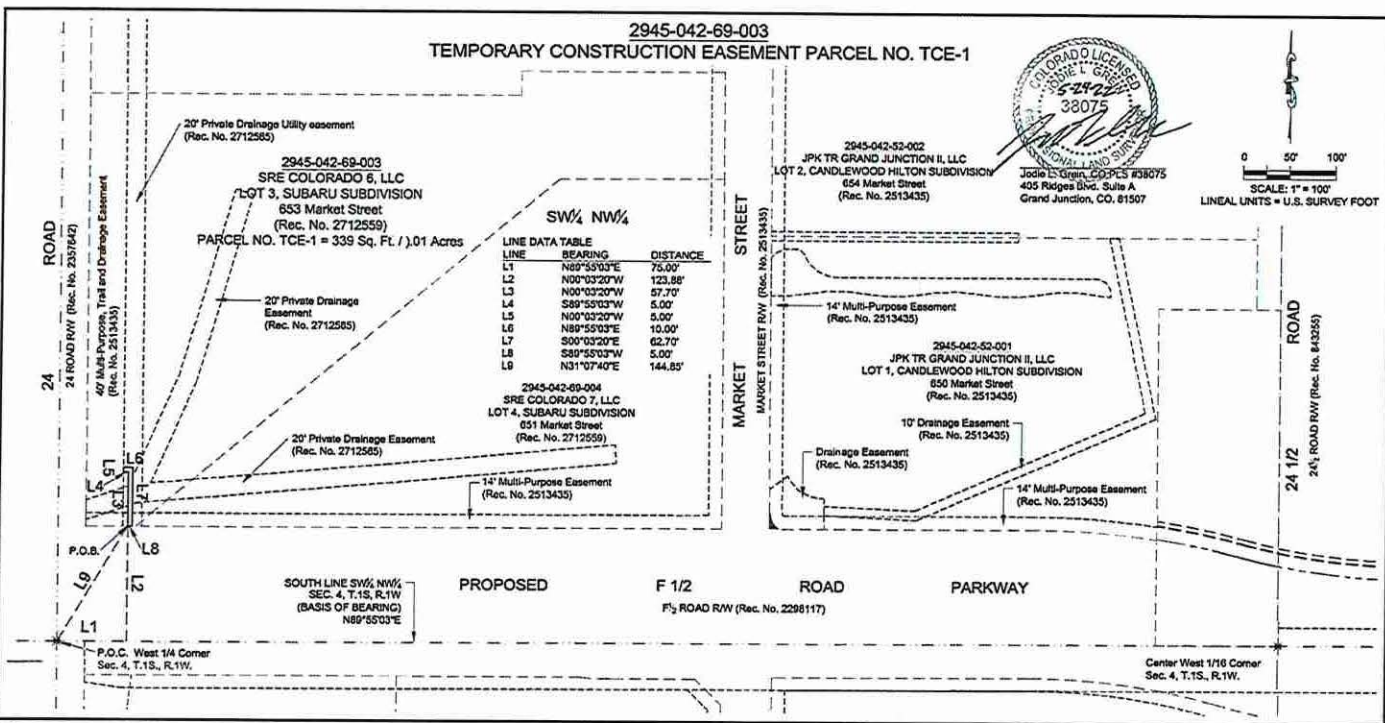
**CITY OF**  
**Grand Junction**  
COLORADO

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

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# EXHIBIT B



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**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  
 U.M. Approximately

Rec. Reception  
 No. Number  
 RW Right-of-Way  
 MPE Multi-Purpose Easement  
 TCE Temporary Construction Easement  
 U.M. The Meridian

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: 05-20-22  
 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-P210306