

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 21st day of February 2023 by and between **F One-Half Acquisition LLC, a Colorado Limited Liability Company**, hereinafter referred to as "Owner" whose address is 312D Aspen Airport Business Center, Aspen, CO 81611, 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 described in Special Warranty Deed recorded at Reception Number 3045682, 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 Easements 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 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 FEB 21st / 2023
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.

F One-Half Acquisition LLC,
a Colorado Limited Liability Company

By: 
 Shannon Sweeney, Manager

State of Colorado)
)ss
 County of PITKIN)

The foregoing instrument was acknowledged before me this 21 day of FEB, 2023 by Shannon Sweeney as Manager of F One-Half Acquisition LLC, a Colorado Limited Liability Company.

My commission expires 10/17/2024.

Witness my hand and official seal.


 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:



 Greg Caton, City Manager

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Dated the day and year first above written.

**F One-Half Acquisition LLC,
a Colorado Limited Liability Company**

By: [Signature]
Shannon Sweeney, Manager

State of Colorado)
County of PITKIN)ss

The foregoing instrument was acknowledged before me this 21 day of FEB, 2023 by Shannon Sweeney as Manager of F One-Half Acquisition LLC, a Colorado Limited Liability Company.

My commission expires 10/17/2024.

Witness my hand and official seal.

[Signature]
Notary Public



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

[Signature]
Greg Caton, City Manager

