

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

647 24 ½ Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 10 day of May 2023 by and between **Grand Junction Holdings I, LLC, a Delaware limited liability company**, hereinafter referred to as "Owner" whose address is 420 Fifth Avenue, 5th Floor, New York, NY 10018, 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 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 647 24 ½ Road, Grand Junction, CO 81501 as identified in the document recorded with Reception Number 2550281, 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 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 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 term of the temporary easement shall be for a period of 24 months commencing on May 1, 2023 and shall expire on April 30, 2025, at midnight or 10 days after notice of completion of the project, whichever first occurs.
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.

Grand Junction Holdings I, LLC
a Delaware limited liability company

By: Jill Preston
Title: Vice President
State of New York)
County of New York) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2023, by Jill Preston as Vice President of Grand Junction Holdings I, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission Expires: June 9, 2026

[Signature]
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

[Signature]
Greg Caton, City Manager

SUSAN VON THUN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VO6305384
Qualified in New York County
My Commission Expires 06-09-2026

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 10th day of May, 2023, by Greg Caton as City Manager of the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My Commission Expires: May 25, 2025

Jennifer L. Cinquini
Notary Public

JENNIFER L. CINQUINI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20084026733
My Commission Expires May 25, 2025

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