

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

2924 D ½ Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 5 day of February, 2025 by and between **Sandra Boss**, hereinafter referred to as "Owner" whose address is 2924 D ½ Road, Grand Junction, Colorado 81504, 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, Colorado 81501, hereinafter referred to as "City".

RECITALS:

- A. The City Council of the City has determined that constructing improvements for the D ½ Road, with improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (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 2924 D ½ Road as identified in the document recorded with Reception Number 2712627, 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 below:

TCE-01 – Containing 2,138 square feet (0.05 acres) and more particularly described and depicted on Exhibit "A" and Exhibit "B" attached 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. 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 February 5th, 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.

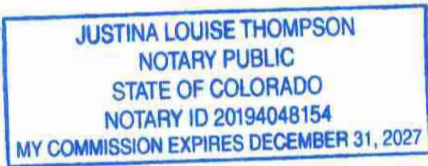
Owner:

Sandra Boss
Sandra Boss

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of February 2025 by Sandra Boss.

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



[Signature]
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

[Signature]
Michael P. Bennet, City Manager

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-257

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-01

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2712627 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said S1/2 NW1/4 bears S.89°59'13"W. with all other bearings contained herein being relative thereto; thence along the south line of said S1/2 NW1/4, S.89°59'13"W. a distance of 213.00 feet; thence N.00°00'47"W. a distance of 40.00 feet to northwest corner of Right-of-Way Parcel RW-01 and the Point of Beginning.

Thence N.00°00'47"W. along the west boundary of said entire tract, a distance of 14.00 feet; thence N.89°59'13"E. a distance of 152.75 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'47"E. a distance of 14.00 feet to northeast corner of Parcel RW-01; thence along the north line of said Parcel RW-01, S.89°59'13"W. a distance of 152.75 to the Point of Beginning.

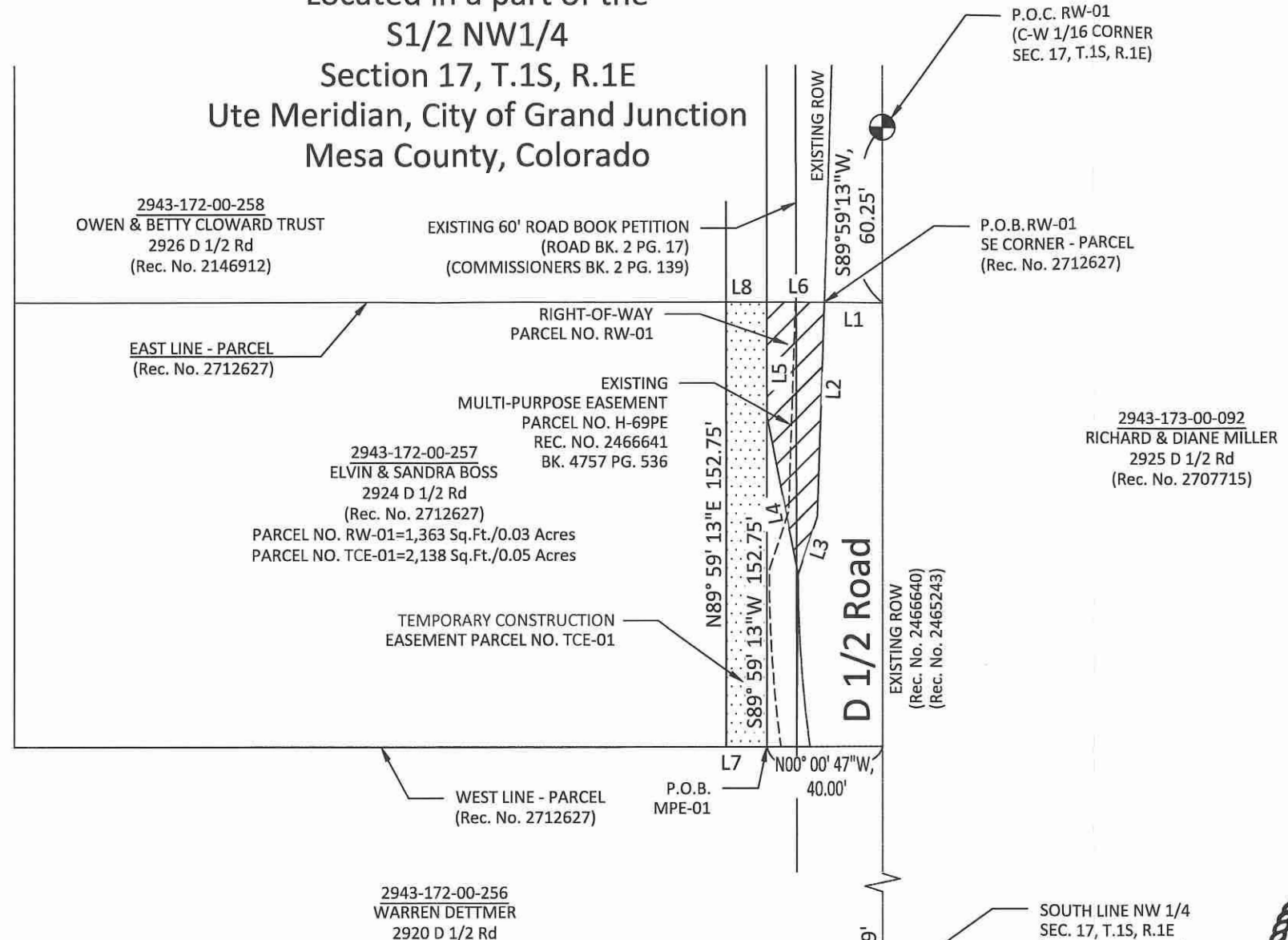
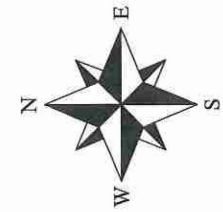
Said parcel of land CONTAINING 2,138 square feet or 0.05 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

Portion of 2943-172-00-257
 Located in a part of the
 S1/2 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



Line Table

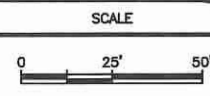
LINE	BEARING	DISTANCE
L1	N00° 00' 47"W	20.13'
L2	N88° 08' 30"W	73.70'
L3	N71° 37' 01"W	21.08'
L4	N78° 47' 12"E	55.65'
L5	N89° 59' 13"E	39.07'
L6	S00° 00' 47"E	19.87'
L7	N00° 00' 47"W	14.00'
L8	S00° 00' 47"E	14.00'

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	Sq.Ft.	Square Feet

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: CT
 DATE: 8-12-2024
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=50'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. P210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 1