

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

649 ¾ Chalisa Ave.

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 15 day of November, 2024 by and between **Heritage Estates Subdivision Homeowners Association, Inc., a Colorado non-profit corporation**, hereinafter referred to as "Owner" whose address is P.O. Box 536, Grand Junction, Colorado 81502 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 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 649 ¾ Chalisa Ave. as identified in the document recorded with Reception Number 2681352, 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 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 11-15-2024.

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.

Heritage Estates Subdivision Homeowners Association, Inc., a Colorado non-profit corporation

By: M. Scott Callas

Name: M. Scott Callas

Title: Manager

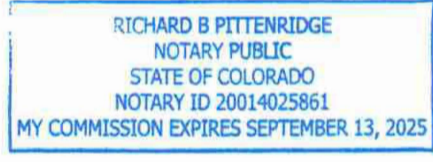
State of Colorado)
County of Mesa)ss

The foregoing instrument was acknowledged before me this 15th day of November 2024 by M. Scott Callas as Manager of Heritage Estates Subdivision Homeowners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

Richard B. Pittenridge
Notary Public

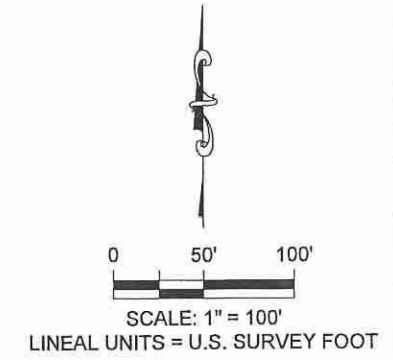
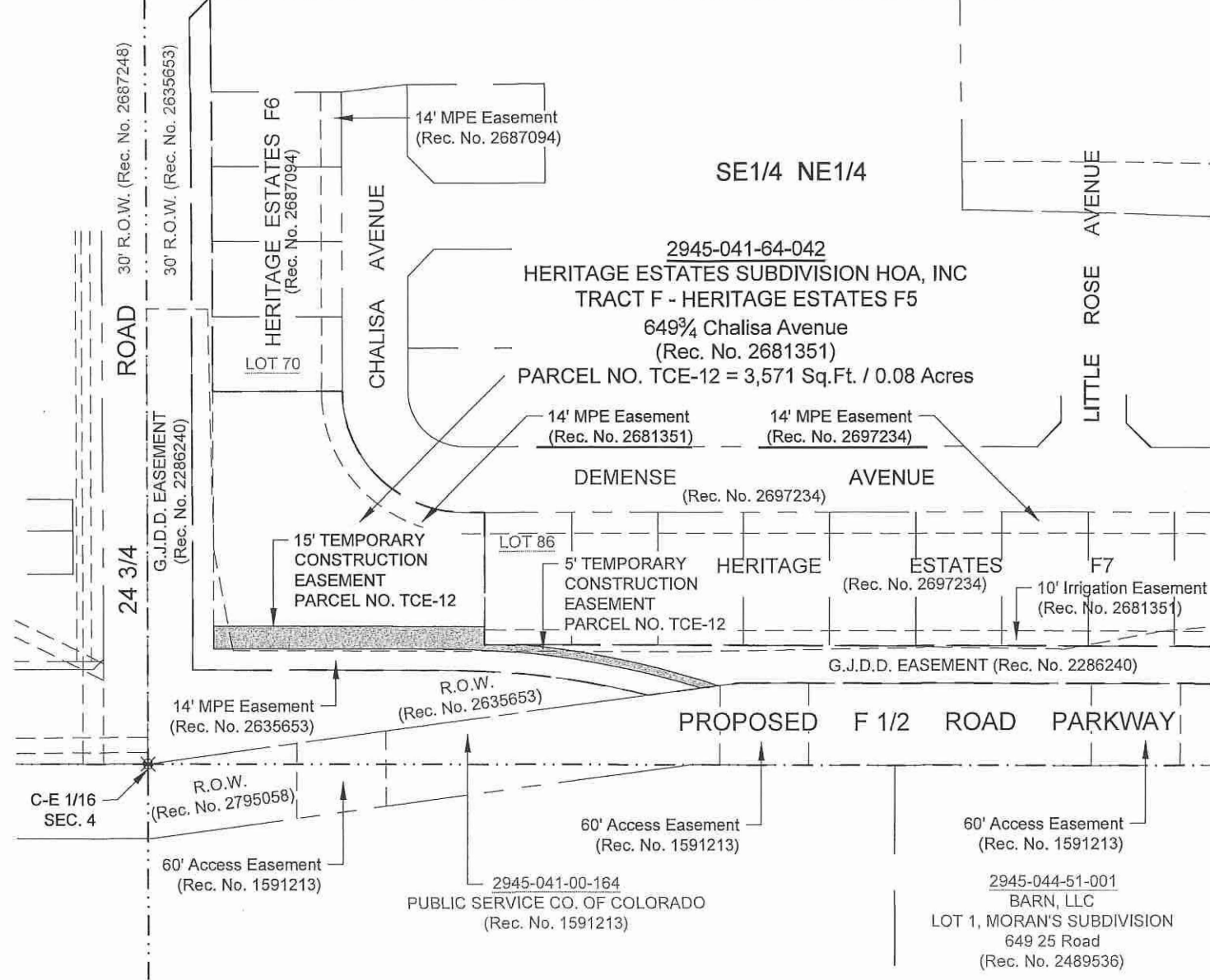
City of Grand Junction,
a Colorado home rule municipality:
Andrea Phillips
Andrea Phillips, Interim City Manager



2945-041-64-042

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-12



Renee B. Parent, CO PLS #38266
 244 North 7th Street
 Grand Junction, CO. 81501

N:\Landpro\F5 ROAD PARKWAY FROM 24 RD TO 25 RD\B5ROW Acquisition\Parcel 12\CAD\Parcel 12 Acquisition Docs.dwg - PLOTTED 2024-04-03

| 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: | 03-29-2024 |
| REVIEWED BY: | RBP |
| APPROVED BY: | BH |
| SCALE: | 1" = 100' |

Portion of 2945-041-64-042
 Located in a part of the SE1/4 NE1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



ENGINEERING &
 TRANSPORTATION DEPARTMENT
 PROJECT NO. 207-F210306