

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

2494 F 1/4 Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 5 day of February 20 24 by and between **Genesis Builders LLC**, hereinafter referred to as "Owner" whose address is 736 Centauri Court, Grand Junction, CO 81506, 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 1/2 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 2494 F 1/4 Road as identified in the document recorded with Reception Number 3045001, 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 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 February 5, 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.

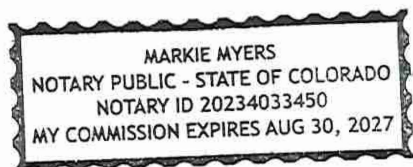
Genesis Builders LLC

By: Edward Quigley
Name: Edward Quigley
Title: Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of February 2024 by Edward Quigley as manager of Genesis Builders LLC.

My commission expires August 30, 2027.
Witness my hand and official seal.

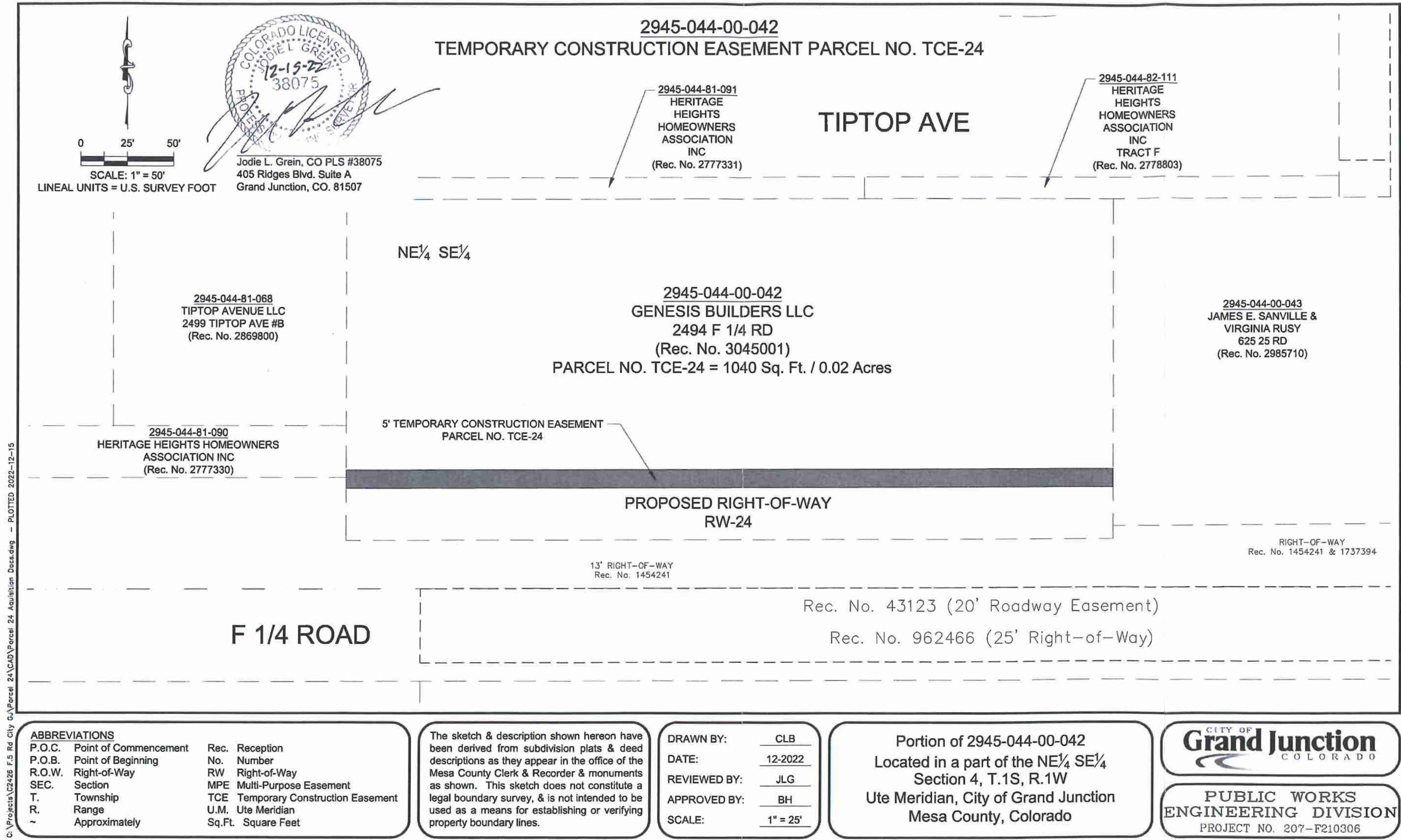


Markie Myers
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

Greg Caton
Greg Caton, City Manager

EXHIBIT A



STATEMENT OF AUTHORITY

(§38-30-172, C.R.S.)

1. This Statement
2. The entity is a:

- ☐ Corporation
☐ Non-Profit Corporation
☐ Trust
☐ Business Trust
☐ Governmental Subdivision or Agency
☐ Unincorporated Non-Profit Association
☐ Other please explain:
- ☒ Limited Liability Company
☐ General Partnership
☐ Limited Partnership
☐ Registered Limited Liability Partnership
☐ Registered Limited Liability Limited Partnership
☐ Limited Partnership Association

3. The entity was formed under the laws of the State of Colorado.
4. The mailing address for the entity is 736 Centauri Ct
Grand Junction, CO 81505
5. The name(s) and position(s) of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is (*All Signatures are Required*)

- Edward Angley Manager
Name Title
- Isaiah Angley Manager
Name Title

6. *OPTIONAL*³ The authority of the foregoing person(s) to bind the entity ☐ is limited ☒ is not limited as follows: _____.
7. *OPTIONAL* Other matters concerning the manner in which the entity deals with its interest(s) in real property: N/A_____.
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 5th day of February, 2023.

Entity:

By: Edward Quigley
Name: Edward Quigley
Its: Manager

STATE OF Colorado)
COUNTY OF Mesa)ss.

The forgoing instrument was acknowledged before me this 5th day of February, 2024
by Edward Piegler as manager of Gens's Builders, LLC.

Witness my hand and official seal.

My commission expires: August 30, 2027

Mark Keaton
Notary Public

