

## GRANT OF TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT** (this "Agreement") is entered into this \_\_\_\_ day of November 2022, between The Bishop of Pueblo, a Corporation Sole, for the benefit and in trust for the Immaculate Heart of Mary Parish, Grand Junction, whose address is 101 North Greenwood Street, Pueblo, Colorado 81003 (hereinafter "Grantor") and OConnor Street Properties, LLC, or nominee, with Jeffrey Grant as managing member of the LLC, whose property address is 780 26 ½ Rd. Grand Junction, CO 81506 ("Grantee") (collectively, the "Parties").

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, and delivers to the Grantee its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns, a non-exclusive Temporary Construction Access Easement (the "Temporary Construction Access Easement") for the real property described in **Exhibit A**, a copy of which is attached and incorporated by this reference (the "Temporary Easement Property"), to facilitate Grantee's access of construction vehicles to Grantee's proposed subdivision through the north easterly side of Grantor's property known as; "Holy Family Catholic School" and located at 790 26 ½ Rd. Grand Junction, Co 81506.

This Temporary Construction Access Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for truck and construction vehicular ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install improvements on the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, Grading & Excavation equipment and other vehicles upon Grantee's property. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall restore the access road to its pre-construction condition and replace all grass & sod, irrigation and sprinkler heads, and replace the split rail fencing at Grantor's northeast and H Rd. access entrance and Grantee to replace any damaged sidewalk concrete and or asphalt per City requirements along the entrance of the Temporary Access Easement Property.

2. The term of this Agreement shall begin ninety (90) days after Grantee obtains written approvals from the City of Grand Junction and Grantee has received final Plat and Mylar Map approval from the City and has recorded the subdivision Map with Mesa County. Grantee will also obtain all final planning and building approvals from the City of Grand Junction's Planning, Engineering and Building departments allowing Grantee to commence construction activities for Grantee's Project known as "Deer Creek" Subdivision. Grantee shall have Twenty Four (24) Months, (herein known as the the construction completion date) to complete

all of the projects horizontal improvements to include completion of all; Excavation, Rough & Final Grading, all Utilities, Drainage, Streets and Sidewalks have been installed and completed and accepted by the City Engineering and Building Depts. The Grantee may extend the Temporary Construction Access Easement for Two (2) additional One Hundred and Eighty (180) day extension periods at the expiration of the initial Twenty Four (24) month construction completion date by giving written notice to Grantor on or before the expiration of the initial Twenty (24) month construction completion date to exercise one or both extension periods.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, Grantee's indemnification obligations set forth in Paragraph 4, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, Grantee shall execute any documents reasonably requested by Grantee to confirm the termination of this Agreement.

4. This Temporary Construction Easement shall allow the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the completion of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 1 and for no other purpose. In no event may any use of the Temporary Easement Property by the Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations in the adjacent property. To the extent allowed by law, the Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from death, personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Grantee and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.

5. Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Access Easement to Grantee.

6. Grantor warrants that no building, structure, (except erecting a six 6' foot fence & gate as depicted in Exhibit "A") or other above or below ground obstruction that may interfere with the purposes for which this Temporary Construction Access Easement is granted may be placed, erected, installed or permitted upon the Temporary Easement Property during the term hereof except for existing improvements, if any. The Grantor further agrees that in the event the terms of this Temporary Construction Access Easement are violated, that such violation shall immediately be corrected by the Grantee at Grantee's sole expense upon receipt of written notice from Grantor.

7. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

8. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:

The Bishop of Pueblo, a  
corporation sole  
101 N. Greenwood St.  
Pueblo, CO 81003

With a copy to:

Douglas J. Kwitek  
Buxman Kwitek & Shirley P.C.  
601 N. Main St., Suite 200  
Pueblo, CO 81003

If to Grantee:

Jeffrey Grant  
P.O. Box 3366  
241 N. 4<sup>th</sup> St.  
Grand Junction, CO 81502

9. This Agreement represents the entire agreement between the Grantor and the Grantee as it relates to the Temporary Construction Access Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Grantor and Grantee.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Mesa, Colorado.

11. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement shall be recorded and become effective upon full execution by all parties and delivery of same to the City of Grand Junction. The Easement shall run with the land and/or the Grantor's Property and shall be binding on and shall inure to the benefit of Grantee and its respective heirs, successors, and/or assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first set forth above.

**GRANTOR:**

The Bishop of Pueblo, a Corporation Sole, for the benefit of and in trust for the Immaculate Heart of Mary Parish, Grand Junction



\_\_\_\_\_  
Most Rev. Stephen J. Berg, Bishop of Pueblo

**GRANTEE:**

OConnor Street Properties, LLC

\_\_\_\_\_  
By: Jeffrey Grant - Managing Member

[illegible]

Witness my hand and official seal.

**ALICE LEDOUX**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 19964016104**  
**MY COMMISSION EXPIRES NOV 5, 2024**

Alice Hedoux  
Notary Public

[illegible]

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

Notary Public

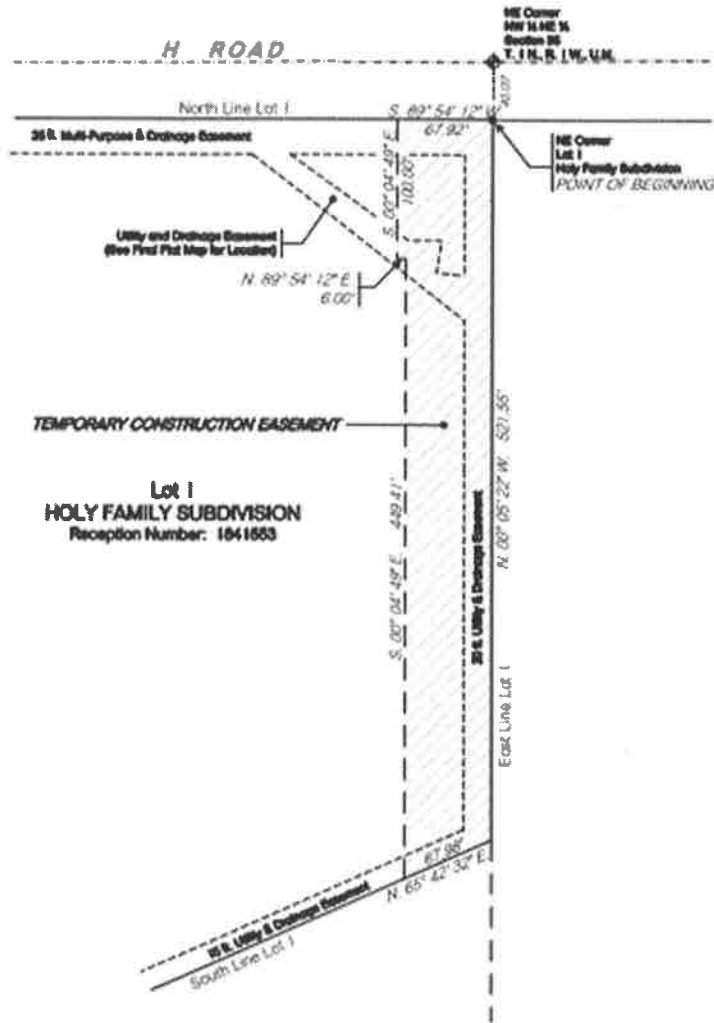
[ S E A L ]

**EXHIBIT A**

**“Temporary Construction Access Easement “**



# EXHIBIT "A"



## LEGAL DESCRIPTION

Beginning N.E. Corner of Lot 1, Holy Family Subdivision, Reception Number 1841553 at the Mesa County Clerk and Recorders Office, State of Colorado and considering the South Line, N.W. 1/4 N.E. 1/4 to bear thence  $S. 89^{\circ} 58' 22'' W.$  with all other bearings contained herein relative thereto; thence along the north line of said Lot One  $S. 89^{\circ} 04' 49'' W.$ , 67.92 feet; thence  $S. 00^{\circ} 04' 49'' E.$ , 100.00 feet; thence  $N. 89^{\circ} 54' 12'' E.$ , 6.00 feet; thence  $S. 89^{\circ} 04' 49'' E.$  to a point on the south line of said Lot 1; thence  $N. 65^{\circ} 47' 58'' E.$  along said south line to a point on the east line of said Lot 1, thence  $N. 00^{\circ} 05' 22'' W.$ , 521.55 feet to the Point of Beginning. Containing 0.78 acre, more or less.



Scale: 1 in. = 100 ft.

