

## TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Easement”) is effective as of the 20<sup>th</sup> day of April, 2026 (“Effective Date”) by and between, the **Board of County Commissioners of Garfield County, Colorado**, whose address is 108 8<sup>th</sup> Street, Glenwood Springs, CO 81601, hereinafter referred to as “Grantor”, and **D and J Gardner Excavation Inc.**, a Colorado corporation, whose address is 134 County Road 303, Parachute, CO 81635 and hereinafter referred to as “Grantee.” Grantor and Grantee may be individually referred to as a “Party” and collectively as “Parties.”

### RECITALS

- A. Grantor is the surface owner of Lot A, Alcott Minor Subdivision according to the plat recorded as Reception No. 786402 in Garfield County, Colorado, hereinafter referred to as the “Land”.
- B. Grantee is the contractor for Keith and Shawna Petree who own property located at 780 Fairway Avenue, Rifle, Colorado (“780 Fairway”).
- C. Garfield County Building Department posted an unsafe/do not enter placard at 780 Fairway on June 24, 2024, due to sinkhole issues.
- D. The neighboring property to the east of 780 Fairway as described in Special Warranty Deed recorded as Reception No. 1012424 in the Garfield County Clerk and Recorder’s records is owned by CUC Investment LLC (“CUC Property”).
- E. Grantee wishes to temporarily use a portion of the Land to access and complete work to address issues with the sinkhole including pulling up impacted soils and fabricating a drain system as more particularly described in the grading permit filed with the Garfield County Building Department simultaneously herewith.
- F. Grantor agrees to grant Grantee such permission pursuant to the terms hereof.
- G. In consideration of the mutual promises set out in this Easement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree to be bound by the terms of this Easement.

### EASEMENT

1. **RIGHT OF ACCESS.** Grantor grants to Grantee the right to enter the Land as more particularly described on the attached Exhibit “A” for purposes of pulling up impacted soils and fabricating a drain system for 780 Fairway subject to the terms and conditions set out in this Easement. Grantor grants only a temporary easement to enter and work upon the Land and does not grant any other interest in the Land.
2. **SCOPE OF WORK.** Grantee shall complete the following work on the Land no later than the end of the Term specified below:

[Please include a description of the work to be done in association with this Temporary Easement]

3. **INDEMNITY.** GRANTEE SHALL RELEASE, INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF GRANTEE'S ACTIVITIES PERFORMED UNDER THIS AGREEMENT OR ITS ACCESS TO OR USE OF THE LAND.
4. **COMPLIANCE WITH LAWS.** Grantee must comply with all applicable laws. Grantee must obtain and maintain all licenses, permits, certifications, consents, approvals, or other authorizations from all governmental authorities having jurisdiction that are necessary for Grantee's performance of the work described in Section 2 – Scope of Work. Grantee has obtained all required easements to complete the work described in Section 2 - Scope of Work on all private property, including CUC Property.
5. **THE TERM OF THIS EASEMENT IS FOR 90 DAYS FROM THE EFFECTIVE DATE.**
6. **THIRD PARTY RIGHTS.** No Person who is not a Party to this Easement has any rights under this Easement or may enforce any provision of this Easement.
7. **GENERAL PROVISIONS**
  - 7.1 **Prior Agreements.** This Easement comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Easement, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
  - 7.2 **Amendment.** No amendment to this Easement is effective unless made in writing and signed by authorized representatives of both Parties.
  - 7.3 **Waiver.** A Party's failure to pursue remedies for breach of this Easement does not constitute a waiver of or raise any defense against Claims against the other Party for breach of this Easement. The waiver or failure to require the performance of any covenant or obligation contained in this Easement or pursue remedies for breach of this Easement does not waive a later breach of that covenant or obligation.
  - 7.4 **Severability.** Each provision of this Easement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Easement that are valid, enforceable and legal.
  - 7.5 **Counterparts.** This Easement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Easement, and either of the parties hereto may execute this Easement by signing any such counterpart.

The Parties have executed this Easement in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

D and J Gardner Excavation Inc.

Board of County Commissioners of Garfield  
County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Tom Jankowsky

Title:

Title: Charirman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDRESS FOR NOTICES:

ADDRESS FOR NOTICES:

D and J Gardner Excavation Inc.  
134 303 Road  
Parachute, CO 81635

108 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

Attention: Daniel Gardner

Attention: Rob Hanna

Telephone: 970-250-9307

Telephone: 970-945-5004 ext. 1472

**Exhibit A – Description of Lands**

Survey description to be added

**End of Exhibit A**