

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 2019, (“Effective Date”) by and between the City of Steamboat Springs, a Colorado home rule municipal corporation (“City”) and **ROUTT COUNTY** (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the **Downtown Improvement Project-Butcherknife Creek Floodplain Improvements** (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as **LOTS 3,4 BLK 17 ORIGINAL ADD TO SS TOTAL: 0.32ACS** (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the Improvements appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT DESCRIPTION AND TERM.** The Easement areas shall be located on the real property more particularly described in the attached Exhibits (“Easement Premises”). The term of the Easement shall commence on the Effective Date and shall continue until **November 1, 2020.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. INSURANCE. The City shall at all times have insurance of the types set forth herein and in the amount of \$5,000,000.00 and shall furnish to Owner a certificate or certificates of insurance evidencing such insurance acceptable to Owner. The following insurance is required:

- A. Comprehensive General Liability Insurance; and
- B. Workers Compensation Insurance meeting statutory requirements.

6. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

7. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

8. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

9. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF STEAMBOAT SPRINGS

Julie Franklin, City Clerk

Gary Suiter, City Manager

OWNER

By: _____

ATTEST:

ROUTT COUNTY BOARD OF COUNTY
COMMISSIONERS

Kim Bonner
County Clerk & Recorder

M. Elizabeth Melton, Chair