

## MEMORANDUM OF UNDERSTANDING

**MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51**, a public school district duly organized and validly existing under the laws of the State of Colorado, whose legal address is 2115 Grand Avenue, Grand Junction, Colorado, 81501 (“District”), the **CITY OF GRAND JUNCTION**, a Colorado home rule municipal corporation, whose address is 250 N. 5<sup>th</sup> Street, Grand Junction, Colorado 81501 (“City”) and **JUNIPER RIDGE COMMUNITY SCHOOL**, a Colorado non-profit corporation and charter public school, whose address is 640 24 ½ Road, Grand Junction, CO 81505 (“Juniper Ridge”) enter into this MEMORANDUM OF UNDERSTANDING as of the last date below given.

### RECITALS:

A. The District is the owner of that certain real property located in the City of Grand Junction, County of Mesa, State of Colorado as more particularly described on the attached Exhibit 1, which is incorporated herein by this reference (the “Property”).

B. Juniper Ridge is developing the Property as a K-12 school.

C. The City, in implementing its adopted Circulation Plan, desires a fee simple tract for future development as an urban trail near and along near the southerly boundary of the Property legally described and depicted in Exhibit 2 as Tract A and Tract B of the proposed Juniper Ridge Subdivision Plat. The City also desires to perfect its interest in developed and utilized portions of Patterson Avenue and 26 Road rights-of-way, as shown and legally described in Exhibit 3A and 3B. Together these shall be referred to herein as “the Dedications.”

D. The parties acknowledge that the urban trail will enhance the transportation corridors and options for teachers, students, and others using the school and may alleviate traffic congestion on roadways serving the school. Accordingly, the District desires to dedicate and convey to the City, in fee simple, the area shown and legally described in Exhibits 2 to the City for a future urban trail.

E. The District desires to dedicate to the City the area shown and legally described in Exhibit 3A and 3B for public-right-of-way, such that developed and traveled portions of the roadway are not on its Property but in properly dedicated portions of the public right-of-way.

F. Juniper Ridge, as an installment purchaser of the Property from the District, consents and agrees to the conveyances set forth in this Memorandum of Understanding and to the terms and conditions herein.

THEREFORE, in exchange for the mutual promises and other consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

1. Juniper Ridge will perform the work necessary to prepare a plat of the Dedications. The District shall reasonably cooperate with Juniper Ridge in the preparation, review, and approval of the plat for the Dedications. Additionally, the City shall not require any other material terms and conditions in order to approve the plat, except as set forth herein.
2. As consideration for the Dedications, the City will compensate Juniper Ridge for the reasonable costs of platting the Property up to a cap amount of \$2,500.00 and will pay the fees for recording the plat.

3. The District shall execute the plat, as owner of the Property, and Juniper Ridge, as an installment purchaser, shall execute a ratification of the plat.
4. As further consideration for the Dedications, the City agrees to install, at its expense, at the time that the urban trail is constructed, either along the northern boundary of the dedication tract or within the tract, a fence made of materials and height sufficient to provide a reasonably secure barrier from the school grounds and the urban trail. Acceptable materials could include, but need not necessarily be, a black vinyl coated chain-link fence at least 5' in height. Prior to installation of the fence, the City shall consult with Juniper Ridge in good faith, to determine the final selection of the type, height, and location of the fence.
5. The parties acknowledge that Darlyne W. and William D. Merkel may have interests in the Property and the District does not make any representation or warranty that they have consented or will consent; however, the District will cooperate in obtaining any consents necessary for the Dedications.
6. The parties further acknowledge that the Grand Valley Irrigation Company has an unrecorded easement over a portion of the Property that may include all or some of the Property described in Exhibit 2, for maintenance and operation of an irrigation ditch, and the District makes no warranties or representations regarding the interests of Grand Valley Irrigation Company or consents needed, if any.

Wherefore the parties execute this Memorandum of Understanding as of the dates set forth opposite their signature:

**MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51**

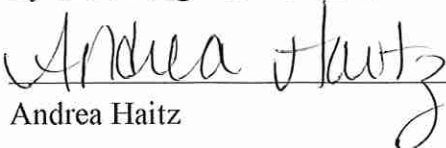
By and through its Chief Operating Officer

  
 Phil D. Onofrio

Date: 5/6/2020

**JUNIPER RIDGE COMMUNITY SCHOOL**


By and through its President

  
 Andrea Haitz

Date: 5/6/2020

**CITY OF GRAND JUNCTION**

By and through its City Manager

  
 Greg Caton

Date: 5/13/2020

EXHIBIT 1  
The Property

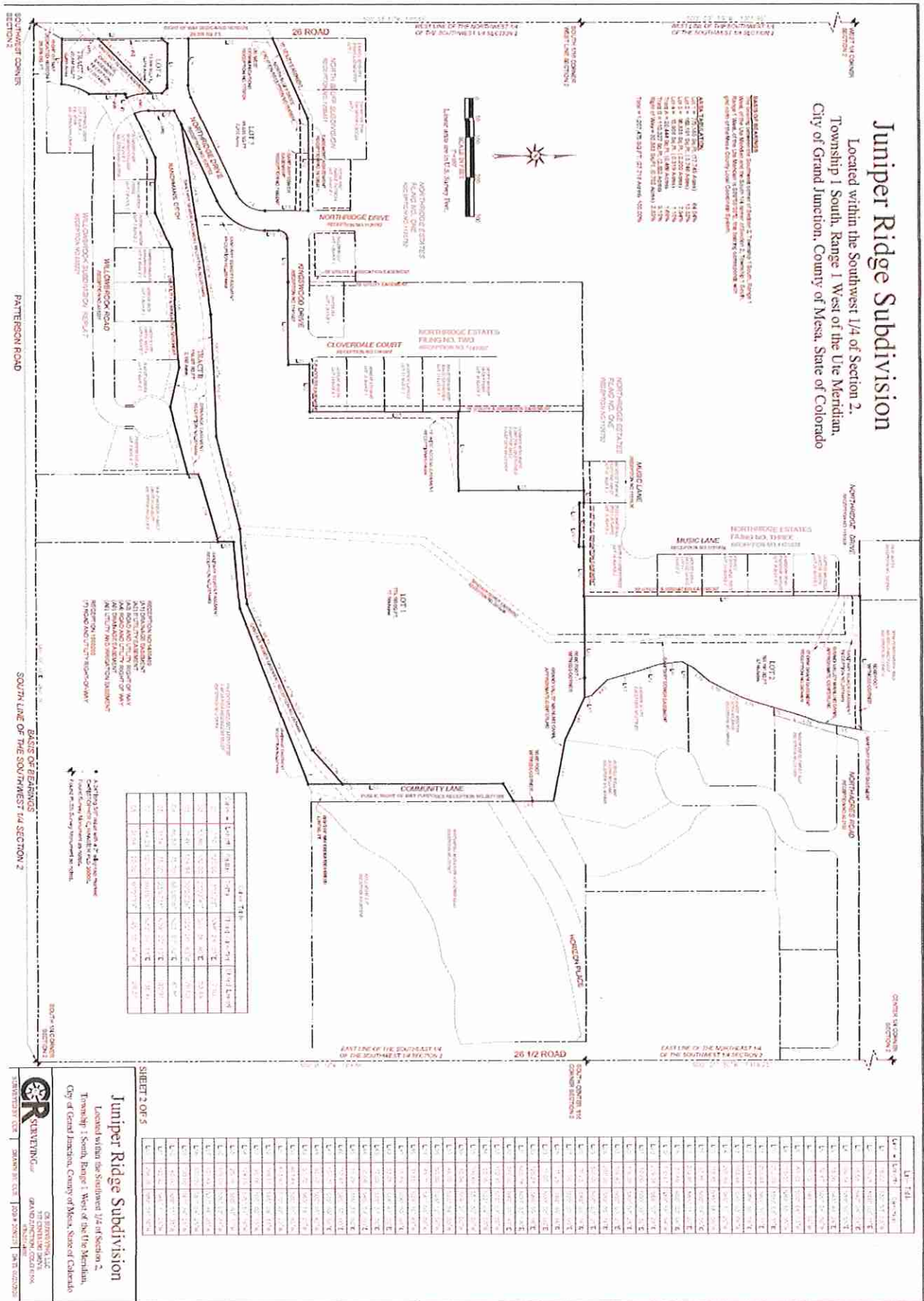
A tract of land located in a part of the SW1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Beginning at the Southwest corner of said Section 2;  
thence South 89°55'35" East along the South line of the SW1/4 of said Section 2, a distance of 130.00 feet;  
thence North 00°04'25" East 30.00 feet;  
thence along the arc of a curve to the left whose radius is 25.00 feet and whose long chord bears North 45°04'25" East 35.35 feet;  
thence along the arc of a curve to the right whose radius is 135.00 feet and whose long chord bears North 17°47'25" East 82.16 feet;  
thence North 00°04'25" East 85.00 feet to the North boundary of Willowbrook Subdivision Replat;  
thence along said North boundary by the following six (6) courses and distances:  
(1) North 66°11'25" East 177.17 feet;  
(2) North 89°55'35" East 140.00 feet;  
(3) North 67°34'25" East 100.00 feet;  
(4) North 87°04'25" East 300.00 feet; (5) South 77°46'35" East 101.49 feet;  
(6) North 76°03'34" East 175.09 feet to the Northeast corner of said Willowbrook Subdivision Replat;  
thence North 00°03'11" East 25.76 feet;  
thence North 75°07'19" East 178.59 feet to a point on the East line of the W1/2 SW1/4 of said Section 2;  
thence North 00°02'13" East along said East line W1/2 SW1/4 of said Section 2 a distance of 36.78 feet;  
thence North 85°29'33" East 169.12 feet;  
thence North 70°00'23" East 492.48 feet;  
thence North 16°11'21" East 95.45 feet to a point of the West line of the NE1/4 SE1/4 SW1/4 of said Section 2;  
thence North 00°01'42" East along said West line NE1/4 SE1/4 SW1/4 of said Section 2 a distance of 436.08 feet to a point on the southerly Right-of-Way of the Grand Valley Canal;  
thence along said southerly and the westerly Right-of-Way of the Grand Valley Canal by the following eleven (11) courses and distances:  
(1) North 78°04'46" West 194.26 feet;  
(2) South 89°45'10" West 65.42 feet;  
(3) North 62°33'41" West 70.46 feet;  
(4) North 36°54'29" West 50.57 feet;  
(5) North 15°37'34" West 97.57 feet;  
(6) North 35°49'10" West 49.13 feet;  
(7) North 08°01'50" West 84.40 feet;  
(8) North 07°07'57" East 38.78 feet;  
(9) North 23°14'00" West 43.30 feet;  
(10) North 31°43'12" West 164.68 feet;  
(11) North 16°17'28" West 252.99 feet;  
thence South 89°55'47" West 282.83 feet to a point on the easterly boundary of Northridge Estates Filing No. Three;  
thence South 00°03'06" West along said easterly boundary of Northridge Estates Filing No. Three 660.78 feet to the Southeast corner of Lot 16, Block 2 of said Northridge Estates Filing No. Three;  
thence North 89°59'16" West 125.24 feet;  
thence South 00°00'00" East 11.00 feet;  
thence North 89°59'16" West 111.25 feet;  
thence North 00°00'00" East 11.00 feet;  
thence North 89°59'16" West 31.23 feet;  
thence South 00°03'21" West 300.00 feet;

thence North 89°59'16" West 200.00 feet to a point on the easterly boundary of Northridge Estates Filing No. Two;  
thence South 00°03'21" West along said easterly boundary 356.43 feet to the Southwest corner of Lot 14, Block 5 of said Northridge Estates Filing No. Three;  
thence North 89°57'28" West 328.76 feet to the Southwest corner of Lot 1, Block 5 of said Northridge Estates Filing No. Two;  
thence North 89°56'54" West 310.94 feet to the Southwest corner of Lot 1, Block 1 of Northridge Estates Filing No. One;  
thence South 67°33'05" West 375.10 feet to a point on the West line SW1/4 of said Section 2;  
thence South 00°03'11" West 512.48 feet along said West line SW1/4 of said Section 2 to the Point of Beginning;  
TOGETHER WITH that part of vacated North Bluff Drive by instrument recorded August 10, 1990 at Book 1798 in Page 779 and also at Reception No. 1548684;  
EXCEPT that part of Northridge Estates Filing No. One and Two dedicated as streets;  
AND EXCEPT three parcels of land conveyed to the City of Grand Junction by instrument recorded May 13, 1988, in Book 1692 at Page 932, as shown as parcels RW-33, RW-33A and RW-33B therein.  
AND EXCEPT that tract of land conveyed to The City of Grand Junction, a Colorado home rule municipality as set forth by instrument recorded February 26, 2019 at Reception No. 2871165.)

County of Mesa, State of Colorado

**EXHIBIT 2**  
**Depiction and Legal Description of Urban Trail Dedication Area**



**EXHIBIT 3A**  
**Depiction of ROW Dedication Area**

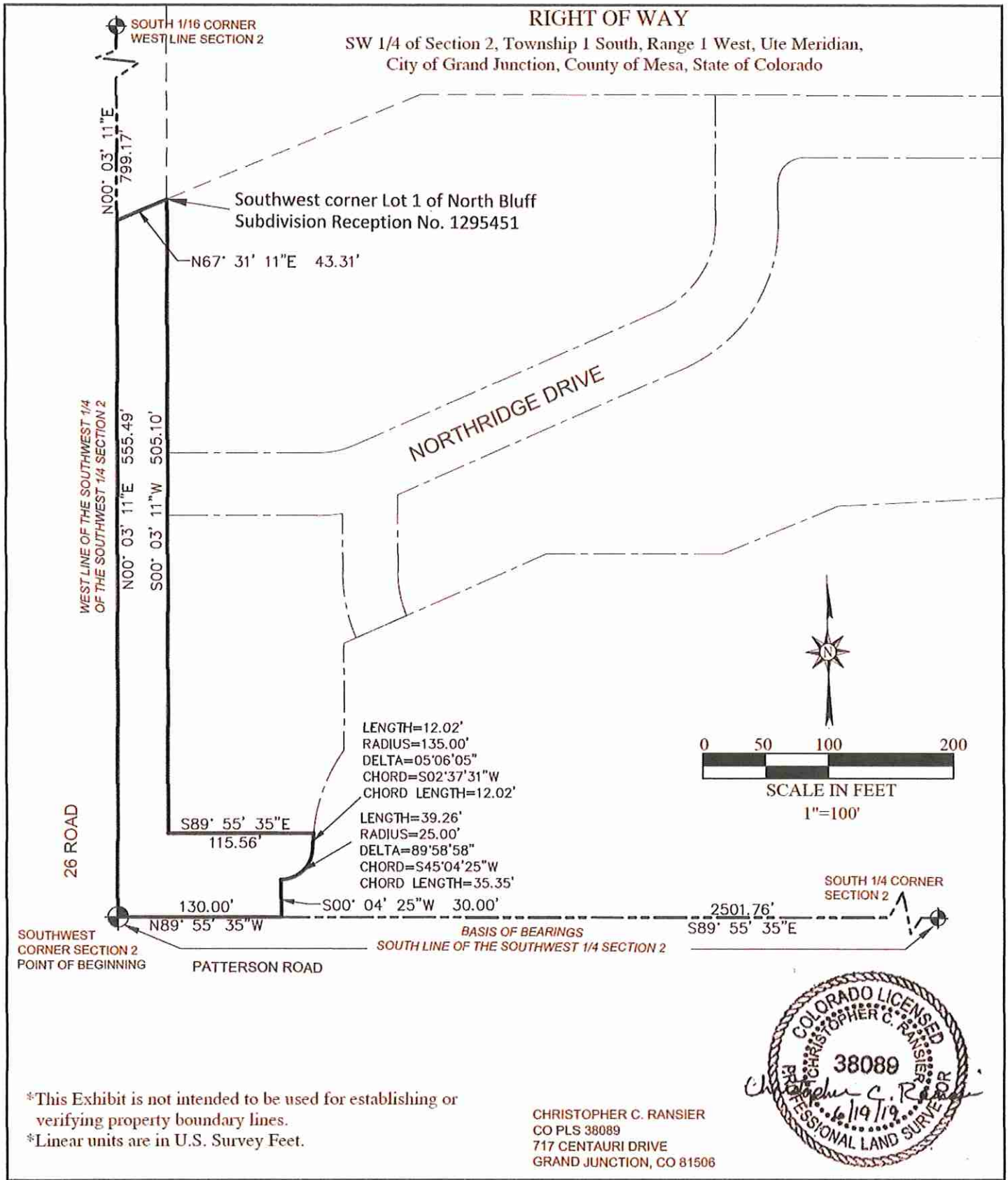


EXHIBIT 3B  
Legal Description of ROW Dedication Area

**RIGHT OF WAY**

A parcel of land situated within the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said parcel of land lying entirely within a parcel of land described and recorded at Reception No: 2820232 at the Mesa County Clerk and Records Office and being more particularly described as follows:

Beginning at the Southwest corner of said Section 2 whence the South 1/4 corner of said Section 2 bears S89°55'35"E with all bearings being relative thereto; thence N00°03'11"E along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 2, a distance of 555.49 feet; thence N67°31'11"E, a distance of 43.31 feet to the Southwest corner Lot 1 of North Bluff Subdivision Reception No. 1295451; thence S00°03'11"W, a distance of 505.10 feet; thence S89°55'35"E, a distance of 115.56 feet; thence 12.02 feet along the arc of a curve to the left with a radius of 135.00 feet and whose chord bears S02°37'31"W and a chord distance of 12.02 feet; thence 39.26 feet along the arc of a curve to the right with a radius of 25.00 feet and whose chord bears S45°04'25"W and a chord distance of 35.35 feet; thence S00°04'25"W, a distance of 30.00 feet to the South line of the Southwest 1/4 of said Section 2; thence N89°55'35"W along the South line of the Southwest 1/4 of said Section 2, a distance of 130.00 feet to the Point of Beginning.

Said description contains an area of 29,376 SQ FT (0.674 Acres) more or less.

This legal description prepared by:  
Christopher C. Ransier CO PLS 38089  
717 Centauri Drive  
Grand Junction, CO 81506

