

RESOLUTION NO. 110-23

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SELL AND CONVEY
RIGHT-OF-WAY AND EASEMENTS TO THE COLORADO DEPARTMENT OF
TRANSPORTATION (CDOT) FOR THE I-70B PROJECT SOUTH OF ROOD AVE
(PHASE 6) FOR PUBLIC USE AS RIGHT-OF-WAY AND RATIFYING ACTIONS
HERETOFORE TAKEN IN CONNECTION THEREWITH**

RECITALS:

The Colorado Department of Transportation (CDOT) has presented an offer to the City to acquire right-of-way and easements to construct Phase 6 of the I-70B Project South of Rood Avenue. These right-of-way and easements are necessary for CDOT to construct the project. The project is anticipated to start construction in 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the sale of rights-of-way and grant of easements based on the attached Memorandum of Agreement, Legal Descriptions and Right of Way Plans. All actions heretofore taken by the officers, employees and agents of the City relating to allowance of said use of the rights-of-way and easements are consistent with the provisions of the City Charter. The City Charter provides that the City Council has the power to sell certain real estate by ordinance or resolution; with this resolution the City Council ratifies and confirms the authority of the City acting through the City Manager, consistent with the Charter and applicable law to sell and dispose of the Rights of Way as provided in the Agreement and prior City Council motion(s), resolution(s) and action(s) taken by the City in furtherance of the sale of the property,
2. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Memorandum of Agreement, including, without limitation, the execution and delivery of such rights-of-way and easements for use by CDOT during construction.

PASSED and ADOPTED this 6th day of December 2023.


**BY ORDER OF THE CITY COUNCIL
CITY OF GRAND JUNCTION, COLORADO**



Anna Stout
President of the Council



Attest:



Amy Phillips
City Clerk

COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT	Project Code: 23583	Parcel No: TE-5, TE-8, RW-10, TE-10, TE-13, RW-16, PE-16, TE- 16
	Project No: NHPP 070A-037	
	Location: I-70B South of Road	
	County: Mesa	State Highway No: I-70B

This agreement made on (date) _____, 2023 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) The City of Grand Junction (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits): RW-10, RW-16	11,152 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$211,888.00
Permanent and Slope Easements (described in attached exhibits): PE-16	1,539 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 26,317.00
Temporary Easements (described in attached exhibits): TE-5, TE-8, TE-10, TE-13, TE-16	11,585 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 46,551.00
Damages: None		\$
Improvements: Asphalt/concrete, curb/sidewalk, street light, landscaping including bushes, trees, sod and sprinkler systems		\$ 50,004.00
Total Fair Market Value / Just Compensation		\$334,760.00 (rounded)
Additional Amount for Settlement		\$ 39,240.00
Less Credit		\$ N/A
Net Total		\$374,000.00

Other conditions:

- The term of Grantee's use of the Temporary Easement shall be for a period of 18 months ("term"). The term shall commence on the date Grantee or Grantee's contractor enters the Temporary Easement area ("commencement date") and shall terminate 10 days after the conclusion of construction or 18 months after the commencement date, whichever event occurs first.

The GRANTOR:

- Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- Will execute and deliver to GRANTEE those documents indicated below;
- Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.


NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Special Warranty Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input checked="" type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Rcpt No.: | <input checked="" type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify) also | |
| <input checked="" type="checkbox"/> Title Company to prepare documents except Special Warranty Deed, Permanent Easement, Temporary Easement | |

Order Warrant \$374,000.00	Payable to: Fidelity National Title Company as escrow agent FBO The City of Grand Junction
Order Warrant \$	Payable to:
Real Estate Specialist	GRANTOR signature Attach form W-9 
	GRANTOR (if applicable)
Division approval (Region ROW Manager)	GRANTEE signature

cc: Project Development Branch – ROW Services (original)
 Property Owner
 Region Right-of-Way Manager
 Region Program Engineer/Resident Engineer/Project Engineer