## **RESOLUTION NO. 38-24**

# A RESOLUTION AUTHORIZING THE PURCHASE BY THE CITY OF REAL PROPERTY LOCATED AT 651 25 ROAD OWNED BY APPLEWOOD LANE, LLC AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

## RECITALS:

The City Manager has entered into a Memorandum of Agreement ("Contract") with Applewood Lane, LLC (also known as Seller) for the sale of property by the Seller and the purchase of said property by the City of that certain real property identified as 651 25 Road. The City Council has considered the Contract and deems the purchase of the property necessary and proper.

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

1. That the City Council hereby authorizes the purchase of the above described property by the City for \$265,000 as provided in the attached Contract. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the Contract and this Resolution are hereby ratified, approved and confirmed.

2. That the City Council hereby authorizes the expenditure of \$265,000.00 plus normal and customary closing costs for the purchase of said property to be paid at closing.

3. 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 Contract, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to purchase the property.

PASSED and ADOPTED this 5<sup>th</sup> day of June 2024.

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Abram Herman President of the City Council

ATTEST:



Dandorof Selestina Sandoval City Clerk

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: 207-F1903
	Description: F 1/2 Road Parkway Improvement Project
	Owner(s): Applewood Lane, LLC
	Parcels: RW-37A, RW-37B, MPE-37A, TCE-37A, RM-37

This Memorandum of Agreement ("Agreement") is made and entered into this  $30^{th}$  day of <u>boril</u>, 2024, by and between Applewood Lane, LLC hereinafter referred to as "the Owner", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

### **RECITALS:**

- A. The City is proceeding with implementation of the F ½ Road Parkway Improvement Project ("Project"). The Project will create a fully developed street section from 24 Road on the west to 25 Road on the east. The project will also add street improvements to 25 Road from Patterson Road on the south to Waite Avenue on the north. Improvements include additional travel lanes, auxiliary lanes, facilities to accommodate pedestrian and bicycle mobility, storm drainage facilities, street lighting, landscaped medians and parkways, and a new roundabout at the intersection of F ½ Road Parkway and 24 ½ Road ("Project Improvements"). The City Council of the City has determined that the Project is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. All costs associated with installation of the Project Improvements will be borne by the City.
- B. The Owner owns certain real property within the limits of the Project located at 651 25 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-041-00-034, hereinafter referred to as "the Owner's Property".
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

<u>Parcel No. RW-37A</u>: A parcel of land in fee simple to be used as public right of way for F 1/2 Road, containing a total area of 22,130 square feet (0.51 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "A" and depicted on the accompanying graphic illustration labeled Exhibit "B"; and also

<u>Parcel No. RW-37B:</u> A parcel of land in fee simple to be used as public right of way for F 1/2 Road, containing a total area of 2,192 square feet (0.05 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "C" and depicted on the accompanying graphic illustration labeled Exhibit "D"; and also

Parcel No. MPE-37A: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 3,151 square feet (0.07 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "E" and depicted on the accompanying graphic illustration labeled Exhibit "F"; and also

<u>Parcel No. TCE-37A</u>: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 1,125 square feet (0.03 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "G". The City's required duration of use for Parcel No. TCE-37A is 24 months; and also

<u>Parcel No. RM-37</u>: A parcel of land in fee simple identified as a remnant, which the City is willing to acquire, containing a total area of 5,235 square feet (0.12 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "H" and depicted on the accompanying graphic illustration labeled Exhibit "I". The subject Parcels are described in the accompanying legal descriptions and depicted on the accompanying graphic illustrations.

The above referenced real property interests may be referred to collectively hereafter as the "Acquired Property".

D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser to estimate the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

	22,130 sq.ft. @ \$7.00/sq.ft. 2,192 sq.ft. @ \$7.00/sq.ft. x 5% 3,151 sq.ft. @ \$7.00/sq.ft. x 50% 1,125 sq.ft. @ \$7.00/sq.ft. x 10% /year x 2 years 5,235 sq.ft. @ \$7.00/sq.ft.	= \$154,910 = \$767 = \$11,028 = \$1,575 = \$36,645
	Total Land & Easement Value	= <u>\$204,925</u>
Improvements: • Site Improvements Total Improvements Contributory Value Subtotal (Rounded)		= \$3,000 = <u>\$3,000</u> = <u>\$207,900</u>
	Administrative Settlement	= \$57,100
	Total Consideration	= <u>\$265.000</u> (rounded)

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NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

- 1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
- 2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
  - a. One (1) fully executed original of this Memorandum of Agreement.
  - b. One (1) good and sufficient General Warranty Deed for Parcels No. RW-37A, RW-37B, & RM-37.
  - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-37A.
  - d. One (1) good and sufficient Temporary Construction Easement Agreement for Parcel No. TCE-37A.
  - e. One (1) completed and executed Federal Form W-9.
  - f. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
- 3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, requests for releases, whether full or partial as applicable, or subordinations of deeds of trust.
- 4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
- 5. Applewood Lane, LLC herby authorizes the relocation of the Mobile Home owned by Jacquelyn A. Moran on the subject remainder site at 651 25 Rd as depicted in Exhibit "J". This includes constructing a foundation, modifying the gravel access and parking areas, providing utility connections and associated appurtenances as may be needed for the Mobile Home.

- The Mobile Home owned by Jacquelyn Moran (1995 Redman, 14' x 52', #13515082 as identified by 6. Mesa County Assessors) will be relocated as personal property pursuant to federal relocation policy as defined in the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended ("Uniform Act"). The Uniform Act is codified at 49 CFR Part 24. Subpart D. This will be coordinated separately with its owner, Jacquelyn A. Moran.
- This Memorandum of Agreement embodies all agreements between the parties hereto and no other 7. promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
- This Memorandum of Agreement shall be deemed a contract extending to and binding upon the 8. parties hereto and upon their respective heirs, successors and assigns.
- The City will be entitled to specific performance of this Agreement upon tender of the agreed 9. consideration.
- This Agreement is a legal instrument. The City recommends the Owner seek the advice of the 10. Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

**Owner: Applewood Lane, LLC** 

By: michael)

Michael Moran, Manager

The City of Grand Junction, a Colorado home rule municipality:

Andrea Phillips, Interim City Manager

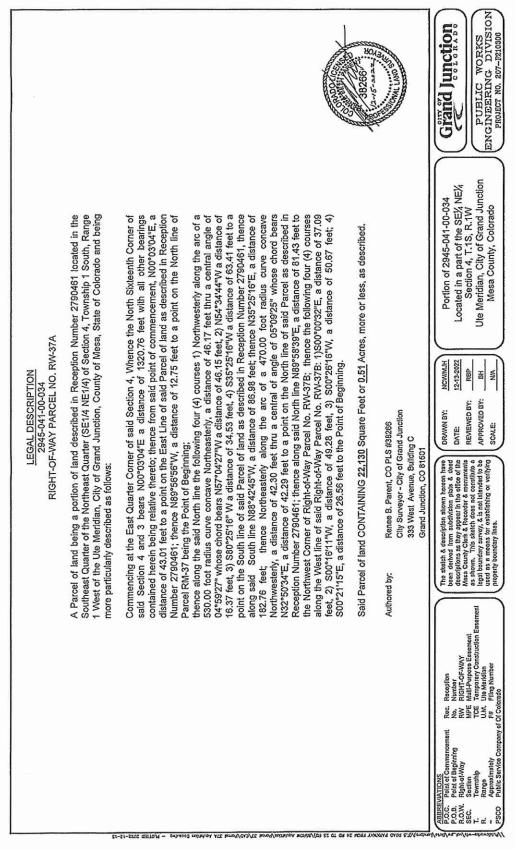
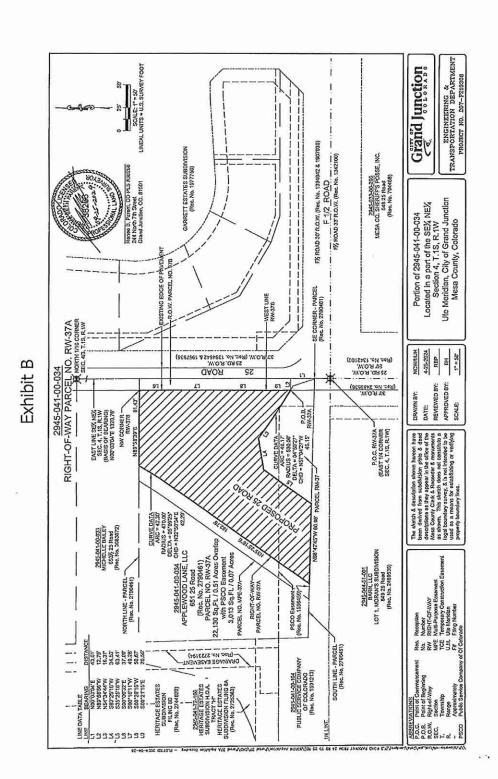
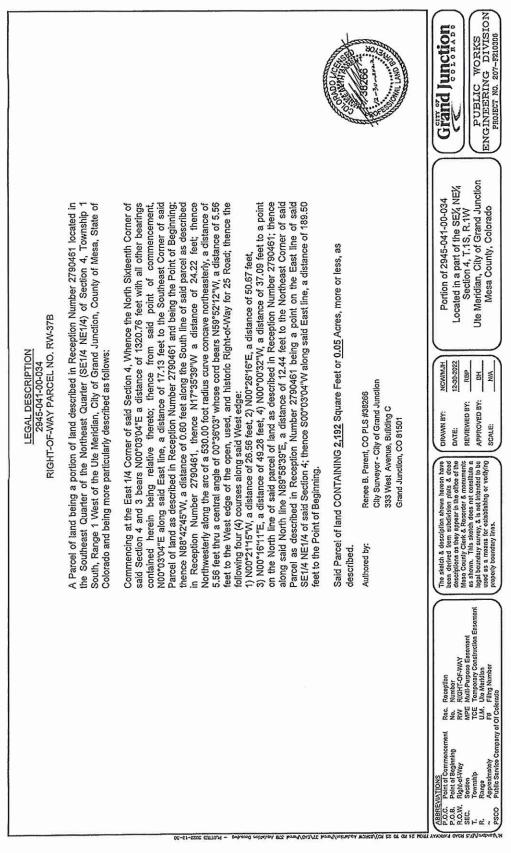


Exhibit A



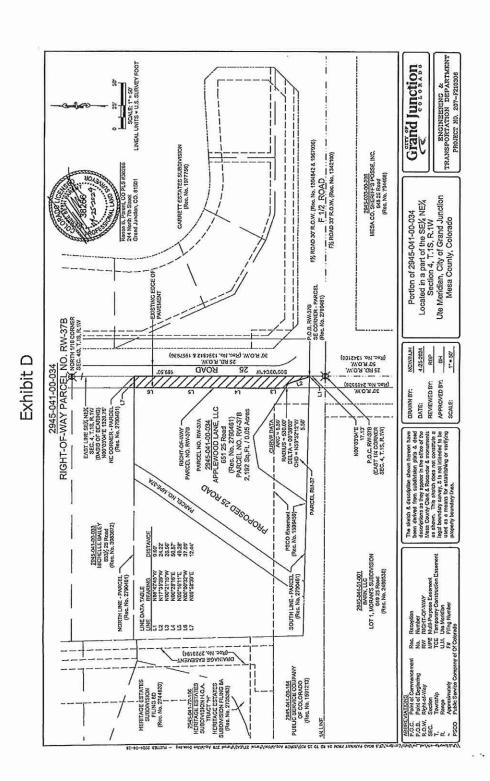
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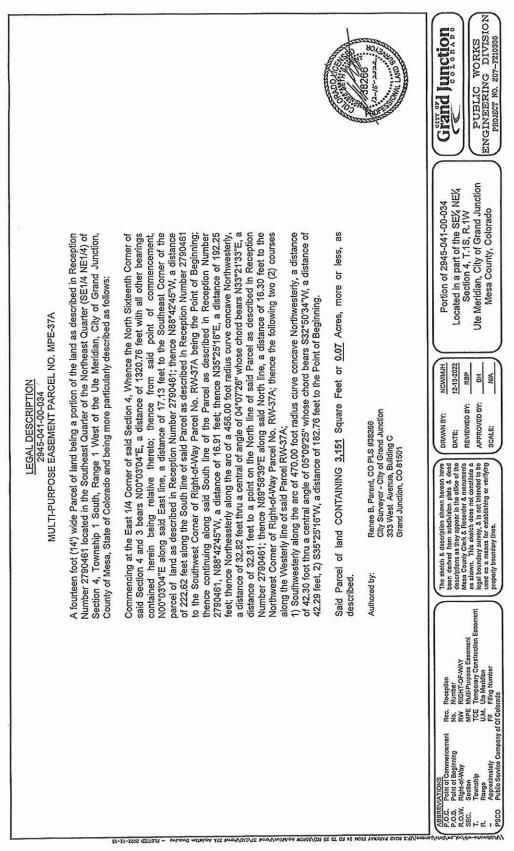
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Exhibit C



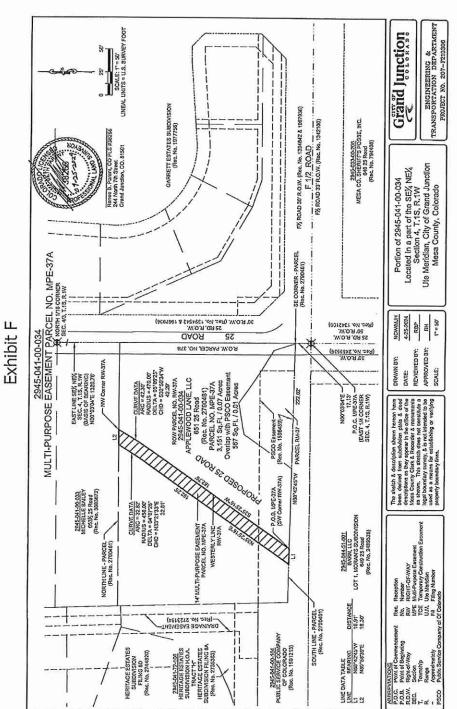
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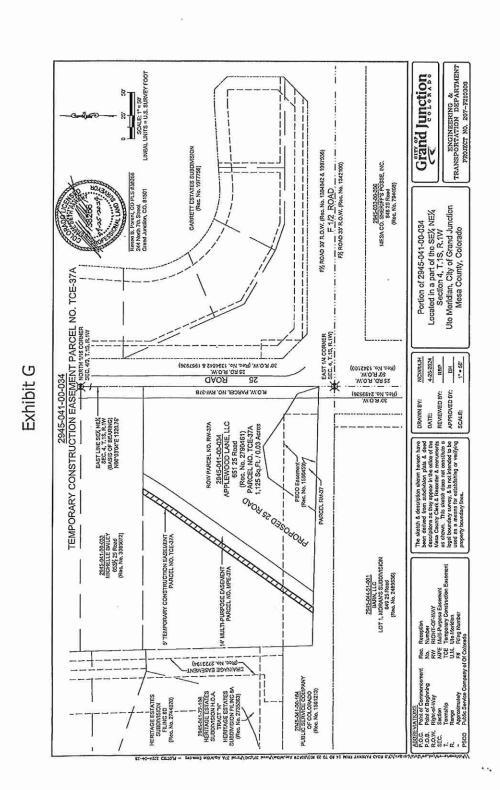
Exhibit E

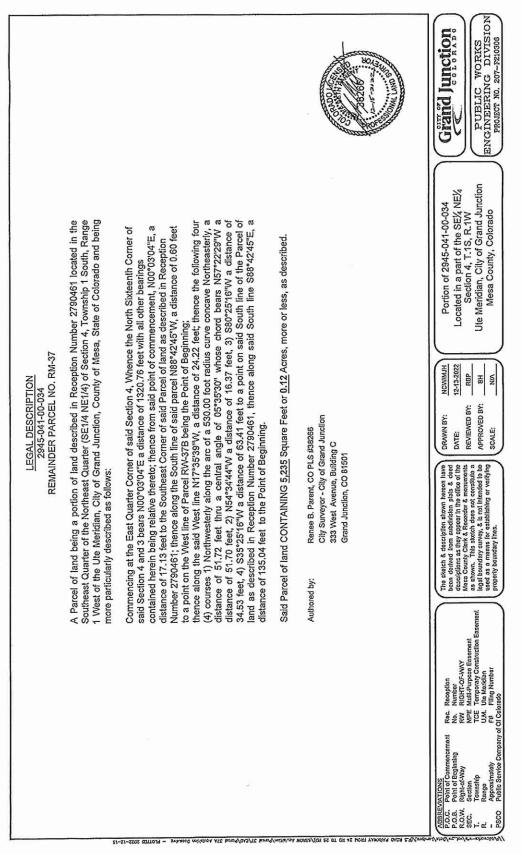


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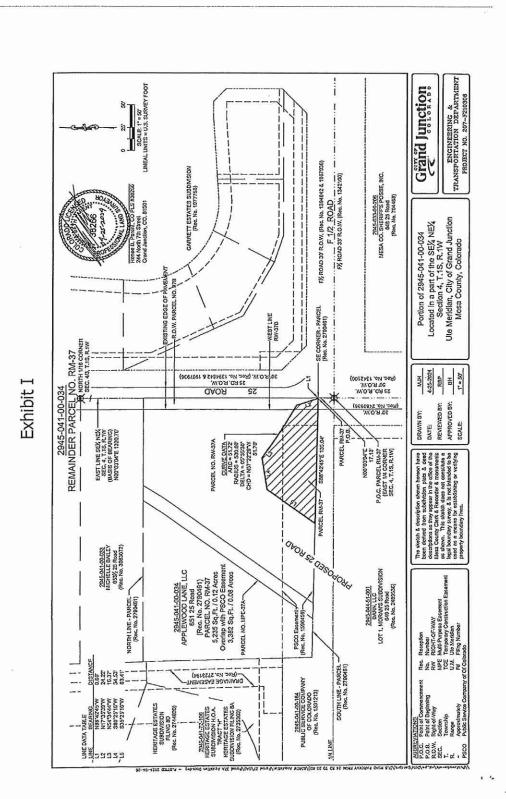


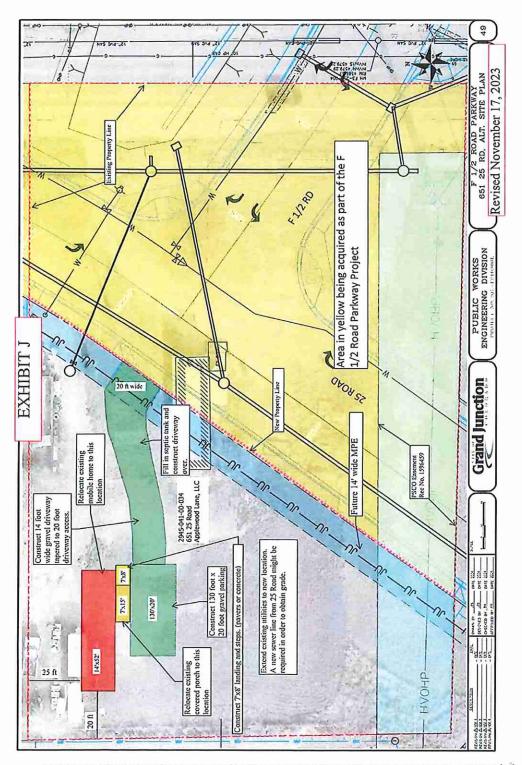


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**Exhibit H** 





### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT 651 25 Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this  $30^{\text{H}}$ day of 2024 by and between Applewood Lane, LLC, hereinafter referred to as "Owner" whose address is 864 Haven Crest Ct. S. Grand Junction, CO 81506, and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "City," whose address is 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501, hereinafter referred to as "City."

#### RECITALS:

- A. The City Council of the City has determined that constructing improvements for the F ½ Road Parkway, a principal arterial roadway which includes the installation, replacement, repair and upgrade of roadway improvements including but not limited to the construction and installation of asphalt, concrete curb and gutters, driveways and sidewalks and public utilities including but not limited to, electric power, irrigation, potable water, storm sewer and sanitary sewer (collectively, the "Project") is necessary for the health, safety and welfare of the inhabitants of the City.
- B. Owner is the owner of the parcel of land with an address of 651 25 Road as identified in the document recorded with Reception Number 2790461, in the Mesa County Clerk and Recorder's records ("Owner's Property"). The Project shall include the installation of some of the improvements on or adjacent to Owner's Property.
- C. To facilitate prudent and proper completion of the Project improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

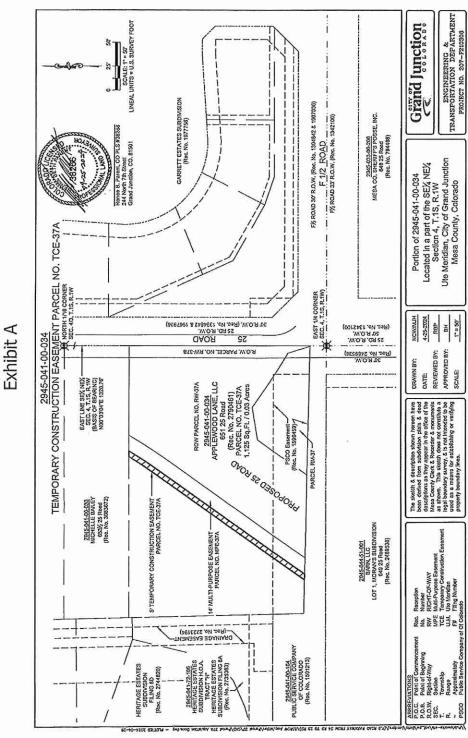
NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

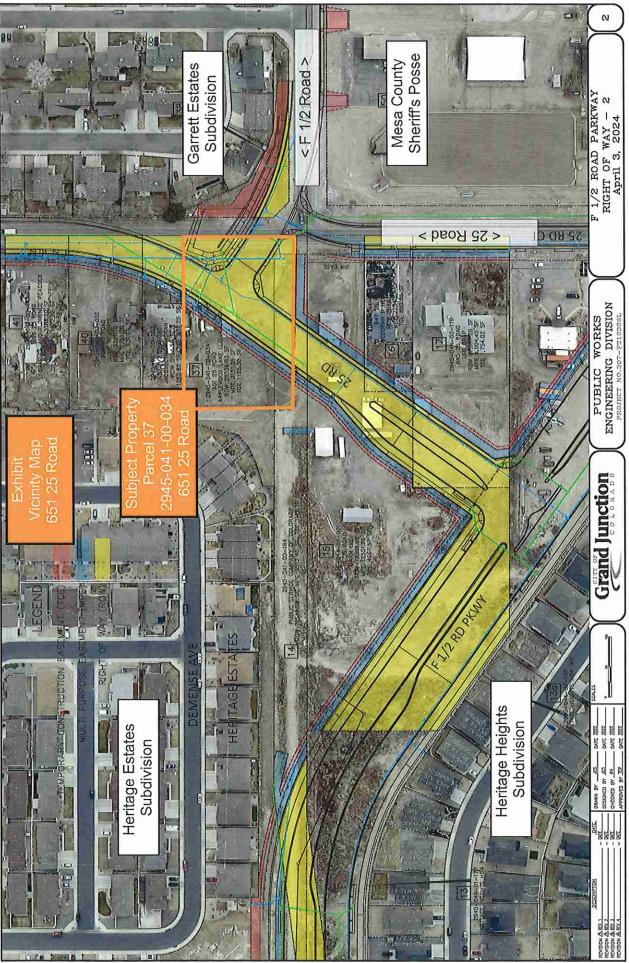
- The Owner hereby grants and conveys to the City one (1) Temporary Construction Easement within the limits of the Owner's Property as depicted on the attached Exhibit "A" which is incorporated herein ("Easement Area"), to allow access for workers and equipment to facilitate installation, repair, and replacement of improvements associated with the Project during the term specified in paragraph 2.
- 2. The term of the City's use of the Temporary Construction Easement herein granted is nonexclusive, except that the Owner agrees that Owner or its successors, heirs, or assigns, shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access, use or operation within the Easement without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction Easement shall commence with written notice presented at least 48 hours prior to the commencement to Owner at Owner's address above by ordinary US mail (presentation complete upon mailing) or in person and shall expire at midnight 24 months from the date of presentation of the written notice to Owner.
- 3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. The City agrees that this Agreement shall not be recorded nor otherwise entered into the permanent record of any land office. Owner shall be responsible for informing any successor, heir, or assignee of this Agreement.

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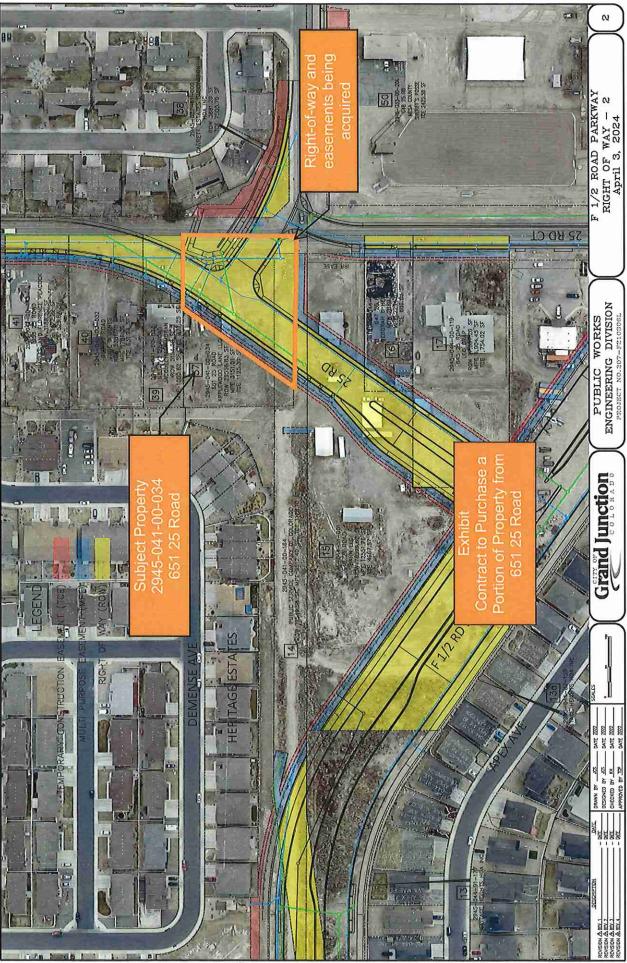
4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, except the City shall have no obligation to repair or replace any improvements, vegetation, trees or surface cover that were acquired by City as consideration for this Easement and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated  $\underline{AP}_{1}(30, 2074)$ . 5. This Agreement otherwise embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors, heirs and authorized assigns of both parties. Dated the day and year first above written. Applewood Lane, LLC By: Michael Michael Moran, Manager State of Colorado ) )ss. County of Mesa The foregoing instrument was acknowledged before me this 30 day of DPML 2024 by Michael Moran as Manager of Applewood Lane, LLC. My commission expires 12.1.2026 Witness my hand and official seal. Ngtary Public TOMMY ARMENTA NOTARY PUBLIC - STATE OF COLORADO NOTARY ID 20144045517 MY COMMISSION EXPIRES DEC 1, 2026 City of Grand Junction, a Colorado home rule municipality: Andrea Phillips, Interim City Manager Page - 2 - of 2

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