

RESOLUTION NO. 39-24

A RESOLUTION AUTHORIZING THE PURCHASE BY THE CITY OF REAL PROPERTY LOCATED AT 649 25 ROAD OWNED BY BARN, LLC AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City Manager has entered into a Memorandum of Agreement ("Contract") with Barn, 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 649 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 \$729,000 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 \$729,000.00 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 5th day of June 2024.



Abram Herman
President of the City Council

ATTEST:



Selestina Sandoval
City Clerk



CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: 207-F1903
	Description: F ½ Road Parkway Improvement Project
	Owner(s): Barn, LLC
	Parcels: RW-15A, RW-15B, MPE-15A, MPE-15B, MPE-15C, TCE-15A, TCE-15B, TCE-15C

This Memorandum of Agreement ("Agreement") is made and entered into this 7 day of May, 2024, by and between Barn, 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 649 25 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-044-51-001, 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:

Parcel No. RW-15A: 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 61,278 square feet (1.41 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

Parcel No. RW-15B: 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 17,448 square feet (0.40 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

Parcel No. MPE-15A: 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 7,211 square feet (0.17 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

Parcel No. MPE-15B: 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 3,286 square feet (0.08 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "G" and depicted on the accompanying graphic illustration labeled Exhibit "H"; and

Parcel No. MPE-15C: 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 1,629 square feet (0.04 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "I" and depicted on the accompanying graphic illustration labeled Exhibit "J"; and

Parcel No. TCE-15A: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 2,580 square feet (0.06 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "K". The City's required duration of use for Parcel No. TCE-15A is 24 months; and

Parcel No. TCE-15B: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 1,174 square feet (0.03 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "L". The City's required duration of use for Parcel No. TCE-15B is 24 months; and

Parcel No. TCE-15C: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 6,916 square feet (0.16 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "M". The City's required

duration of use for Parcel No. TCE-15C is 24 months. 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:

Parcel No. RW-15A:	61,278 sq.ft. @ \$6.50/sq.ft.	= \$398,307
Parcel No. RW-15B:	17,448 sq.ft. @ \$6.50/sq.ft.	= \$113,412
Parcel No. MPE-15A:	7,211 sq.ft. @ \$6.50/sq.ft. x 50%	= \$23,435
Parcel No. MPE-15B:	3,286 sq.ft. @ \$6.50/sq.ft. x 50%	= \$10,679
Parcel No. MPE-15C:	1,629 sq.ft. @ \$6.50/sq.ft. x 50%	= \$5,294
Parcel No. TCE-15A:	2,580 sq.ft. @ \$6.50/sq.ft. x 10% /year x 2 years	= \$3,354
Parcel No. TCE-15B:	1,174 sq.ft. @ \$6.50/sq.ft. x 10% /year x 2 years	= \$1,526
Parcel No. TCE-15C:	6,916 sq.ft. @ \$6.50/sq.ft. x 10% /year x 2 years	= \$8,991
Total Land & Easement Value		= \$564,998
Improvements:		
• House		= \$75,000
• Metal Hay Barn		= \$11,160 (depreciated)
• Other		= \$2,000
Total Improvements Contributory Value		= \$88,160
Administrative Settlement		= \$75,800
Total Consideration		= \$729,000 (Rounded)

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:

- 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.
- 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:
 - One (1) fully executed original of this Memorandum of Agreement.
 - One (1) good and sufficient General Warranty Deed for Parcels No. RW-15A and 15B.
 - One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcels No. MPE-15A, MPE-15B and MPE-15C.
 - One (1) good and sufficient Temporary Construction Easement Agreement for Parcels Nos. TCE-15A, TCE-15B and TCE-15C.
 - One (1) completed and executed Federal Form W-9.
 - Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
- 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. Owner and City executed a Rental Lease Agreement effective May 1, 2023 ("Lease"). The original term of the Lease is for the period of May 1, 2023 through October 31, 2023. The Lease was extended based on the City's option by (6) additional months, from November 1, 2023 through April 30, 2024, for a monthly rental of \$2,000/month payable by the City, in advance, as a lump sum of \$12,000. If closing on the transaction contemplated herein occurs prior to April 30, 2024, the Owner shall credit the City, at closing, with the pro-rated balance of any prepaid rent from the date of closing through April 30, 2024.
5. 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.
6. Due to the bifurcation of the Owner's property by Project Improvements, the City agrees to the following concerning the availability utilities on the remainder properties.

A. Barn, LLC property lying west of the 25 Road as realigned:

- **Irrigation:** An irrigation service connection will be constructed near the north property line as identified on the Irrigation Plan and Profile Sheet 132 attached and labeled as Exhibit "N".
- **Sanitary Sewer:** The City will provide a stub from the City's sewer main within proposed F ½ Parkway right of way to the property line. The sewer stub is near the west end of the property, as depicted on Sewer Plan and Profile Sheet 63 attached and labeled as Exhibit "O".
- **Potable Water:** The City will coordinate with Ute Water to install a pipe from Ute Water's water line within the proposed 25 Road right of way to a meter pit set on Barn LLC's property near the east property line as depicted on Waterline Plan and Profile Sheet 78 attached and labeled as Exhibit "P".
- **Electricity:** Xcel will make electric service available to the property, at no cost to the Owner for a residential service. However, physical connections to the electric service will be at the Owners sole cost and expense. Specific electric facility location and service for the property will be determined based on future location of proposed dwelling and/or improvements and shall be coordinated with Xcel by property owner.
- **Gas:** Xcel will make natural gas service available to the property, at no cost to the Owner for a residential service. However, physical connections to the natural gas service will be at the Owners sole cost and expense. Specific natural gas facility location and service for the property will be determined based on future location of proposed dwelling and/or improvements and shall be coordinated with Xcel by property owner.

Physical connections to the sewer and water stubs and the City's Plant Investment Fee and Ute Waters's Fees ("Tap Fees") for the sewer and water service connections will be at the Owners sole cost, effort and expense at the time those services are developed.

B. Barn LLC property lying east of 25 Road as realigned:

- **Irrigation:** Irrigation water will be delivered in the manner that presently exists.
- **Sanitary Sewer:** Sanitary sewer will be available in the location which presently exists from proposed 25 Road Court.
- **Potable Water:** Potable water will be available in the location which presently exists from proposed 25 Road Court.
- **Electricity:** Electricity will be available from Xcel. Future connection to Xcel electricity will be coordinated between Owner and Xcel.
- **Gas:** Gas service will be available from Xcel. Future connection to Xcel gas will be coordinated between Owner and Xcel.

As the improvements at 649 25 Road will be razed by the City to accommodate construction of public improvements, the City, at its expense, will disconnect the existing utilities and properly cap or safely terminate the utility connections within the multi-purpose easement.

7. The owner acknowledges Tap Fees for potable water and sewer appurtenant to the property east of 25 Road as realigned will remain vested with the property for single family residential use. All future costs associated with connection, permitting, or upsizing to connect to the respective utility providers infrastructure or to extend services on either site will be at the Owners sole cost, effort and expense at the time those services are developed.
8. This Memorandum of Agreement embodies all agreements between the parties hereto and no other 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.
9. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
10. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
11. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

Owner:
Barn, LLC

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

By: Katie E. Brewer / Karl W. Brewer

Andrea Phillip
Greg Caton, City Manager

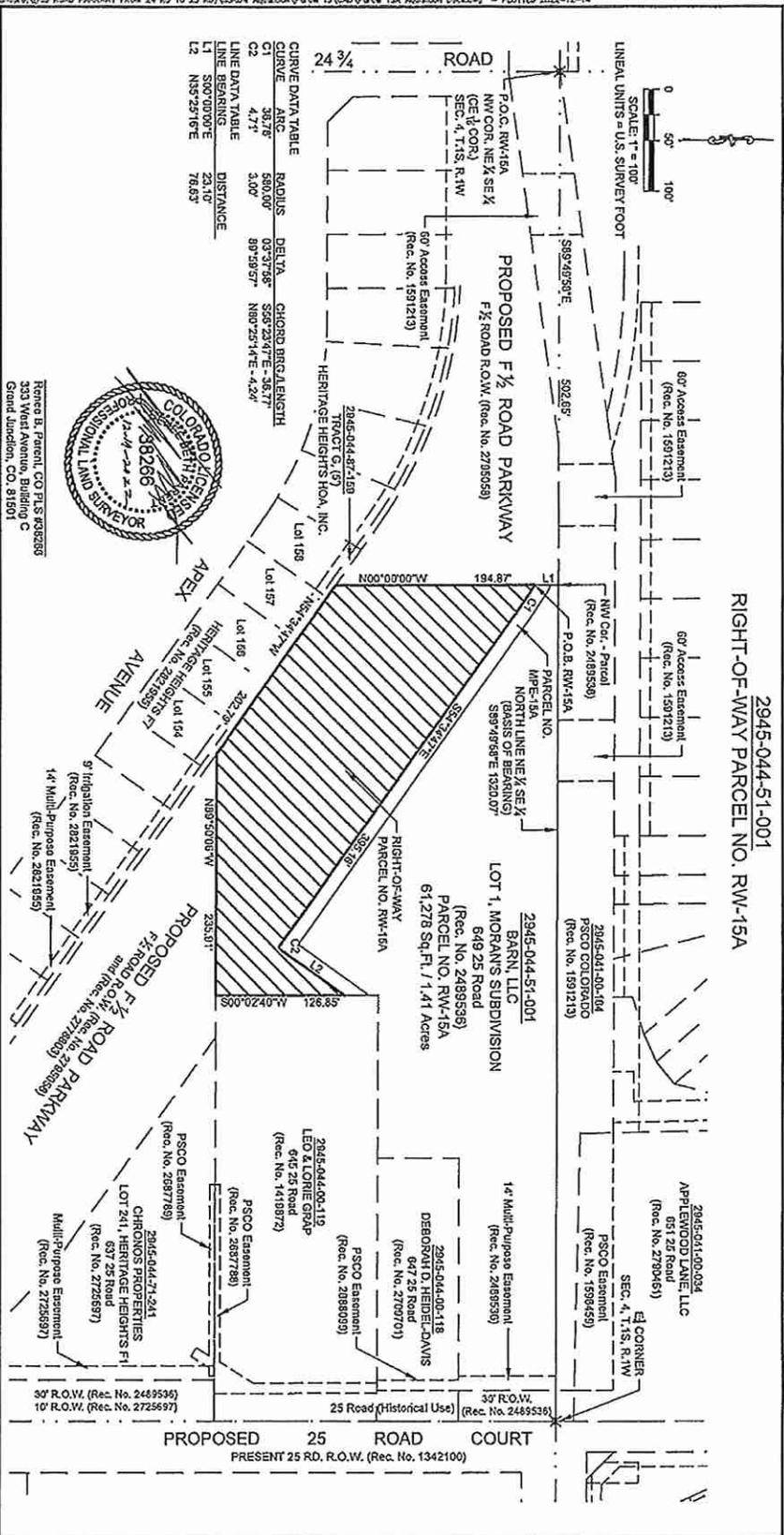
Interim City Manager

Name: Karl W Brewer / Karl W Brewer

Title: Owners, Barn LLC

EXHIBIT B

2945-044-51-001
RIGHT-OF-WAY PARCEL NO. RW-15A



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
P.O.M.	Point of Measurement	M.P.E.	Multi-Purpose Easement
S.E.C.	Section	T.C.E.	Temporary Construction Easement
T	Township	U.M.	Use Mutation
R	Range	FP	Filing Number
P.S.C.O.	Approximately Public Service Company of Colorado		

The sketch & description shown herein have been derived from subdivision plans & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NGW/MAH
DATE: 12-12-2022
REVIEWED BY: RBP
APPROVED BY: BH
SCALE: 1" = 100'

Portion of 2945-044-51-001
Located in a part of the NE 1/4 SE 1/4
Section 4, T.1S, R.1W
Use Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF Grand Junction
PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-5210306

EXHIBIT E

LEGAL DESCRIPTION 2945-044-51-001 MULTI-PURPOSE EASEMENT PARCEL NO. MPE-15A

A fourteen foot (14') wide Parcel of land being a portion Lot 1, Moran's Subdivision as described in Reception Number 2489536 located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest Corner of said NE1/4 SE1/4 of Section 4, Whence the East Quarter Corner bears S89°49'58"E a distance of 1320.07 feet with all other bearings contained herein being relative thereto; thence from said point of commencement, S89°49'58"E along said North line, a distance of 502.65 feet to the Northwest Corner of said Lot 1; thence S00°00'00"E along the West line of said Lot 1 a distance of 23.10 feet to the NW Corner of Right-of-Way Parcel No. RW-15A being the Point of Beginning;

thence along the Northerly line of said RW-15A for the following four (4) courses:

Southwesterly along the arc of a 580.00 foot radius concave Southwesterly, a distance of 36.78 feet through a central angle of 03°37'58", whose chord bears S56°23'47"E, a distance of 36.77 feet; S54°34'47"E a distance of 395.18 feet; Northwesterly along the arc of a 3.00 foot radius curve concave Northerly, a distance of 4.71 feet through a central angle of 89°59'57", whose chord bears N80°25'14"E, a distance of 4.24 feet; N35°25'16"E a distance of 76.63 feet to a point on the boundary of said Lot 1;

thence N00°02'40"E along said boundary of Lot 1 a distance of 24.18 feet; thence S35°25'16"W a distance of 85.35 feet; thence N54°34'47"W a distance of 384.18 feet; thence Northwesterly along the arc of a 594.00 foot radius curve concave Southwesterly, a distance of 46.30 feet through a central angle of 04°27'58", whose chord bears N56°48'46"W, a distance of 46.29 feet to a point on the boundary of said Lot 1; thence S00°00'00"E along said boundary of Lot 1 a distance of 16.40 feet to the Point of Beginning.

Said Parcel of land CONTAINING 7.211 Square Feet or 0.17 Acres, more or less, as described.

Authored by:
Renee B. Parent, CO PLS #38286
City Surveyor - City of Grand Junction
333 West Avenue, Building C
Grand Junction, CO 81501



ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
APPROXIMATELY	Approximately
PSGO	Public Service Company of Colorado
REC. NO.	Reception Number
R.W.	RIGHT-OF-WAY
MPE	MULTI-PURPOSE EASEMENT
U/M	Ute Meridian
FILE NO.	Filing Number

The sketch & description shown herein have been drafted from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY:	NONUMAH
DATE:	12-12-2022
REVIEWED BY:	RBP
APPROVED BY:	BH
SCALE:	NTS

Portion of 2945-044-51-001
Located in a part of the NE 1/4 SE 1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

City of Grand Junction
PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F210305

EXHIBIT G

LEGAL DESCRIPTION 2945-044-51-001 MULTI-PURPOSE EASEMENT PARCEL NO. MPE-15B

A fourteen foot (14') wide Parcel of land being a portion of Lot 1, Moran's Subdivision as described in Reception Number 2489536 located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the 1st Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest Corner of said NE1/4 SE1/4 of Section 4, Whence the East Quarter Corner bears S89°49'58"E a distance of 1320.07 feet with all other bearings contained herein being relative thereto; thence from said point of commencement, S89°49'58"E along said North line, a distance of 1,065.13 feet to the Point of Beginning;

thence continuing S89°49'58"E, along said North line, a distance of 17.14 feet to the NW Corner of Right-of-Way Parcel No. RW-15B; thence along the Westerly line of said RW-15B for the following four (4) courses:

S35°25'16"W, a distance of 52.30 feet; S48°54'52"W a distance of 85.32 feet; Southwesterly along the arc of a 184.50 foot radius curve concave Southeasterly, a distance of 43.45 feet through a central angle of 13°29'36", whose chord bears S42°10'04"W, a distance of 43.35 feet; S35°25'16"W, a distance of 53.67 feet to a point lying on the North line of land as described in Reception Number 1419872; thence N89°49'58"W along said North line a distance of 17.14 feet; thence N35°25'16"E, a distance of 63.56 feet; thence Northeasterly along the arc of a 198.50 foot radius curve concave Southeasterly, a distance of 46.75 feet through a central angle of 13°29'36", whose chord bears N42°10'04"E, a distance of 46.64 feet; thence N48°54'52"E a distance of 83.66 feet; thence N35°25'16"E, a distance of 40.76 feet to the Point of Beginning.

Said Parcel of land CONTAINING 3.286 Square Feet or 0.08 Acres, more or less, as described.

Authorized by:

Renee B. Parent, CO PLS #38266
City Surveyor - City of Grand Junction
333 West Avenue, Building C
Grand Junction, CO 81501



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec. Number
R.O.W.	Right-of-Way	MPE Multi-Purpose Easement
SEC.	Section	TCE Temporary Construction Easement
T.	Township	U.M. Use Mosaic
R.	Range	
Approximately		

The sketch & description shown herein have been derived from subdivision public & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monument as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

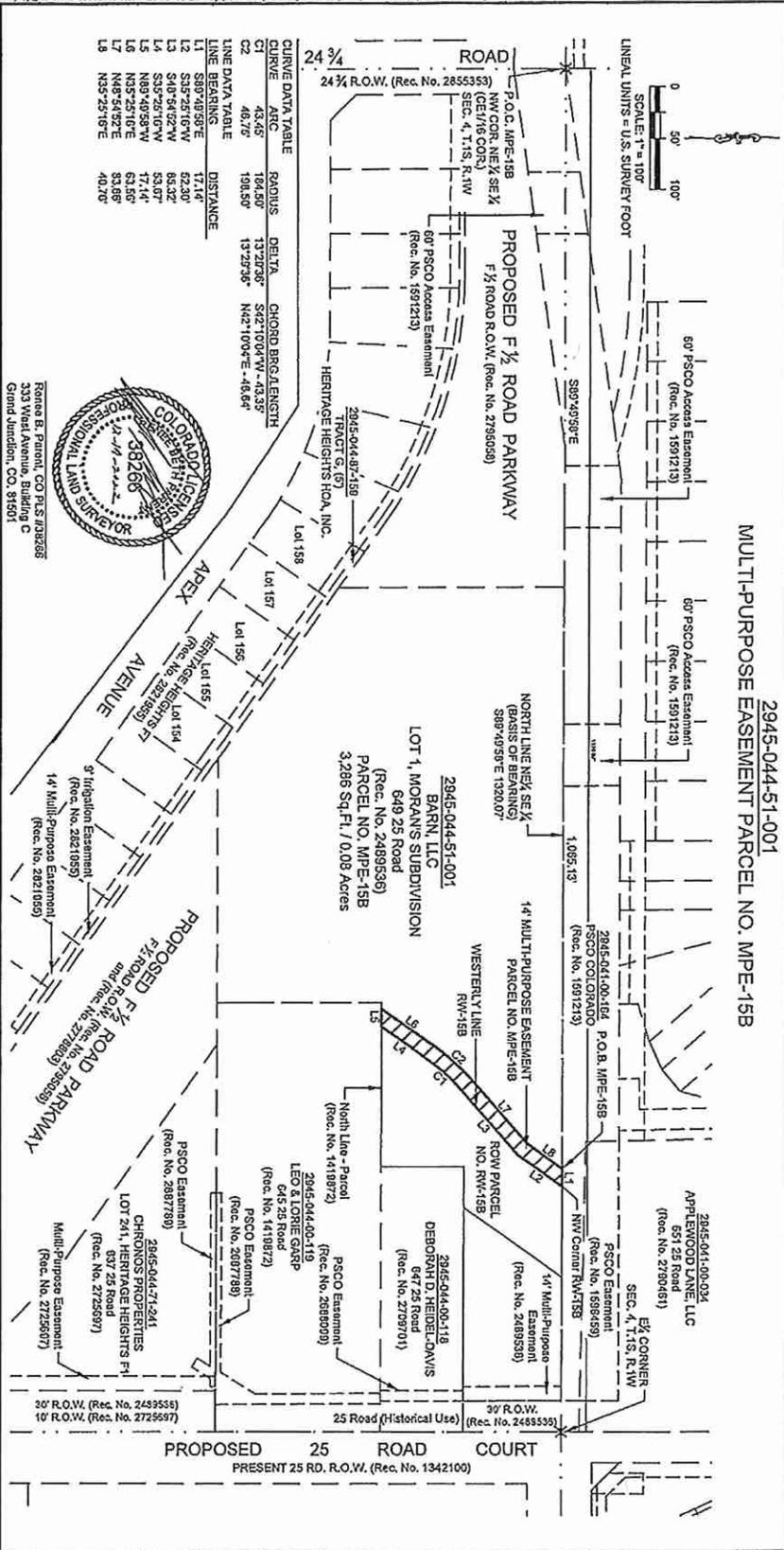
DRAWN BY:	NCWMMH
DATE:	12-12-2022
REVIEWED BY:	RBP
APPROVED BY:	BH
SCALE:	NTS

Portion of 2945-044-51-001
Located in a part of the NE 1/4 SE 1/4
Section 4, T. 1S, R. 1W
1st Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF Grand Junction
PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F210305

EXHIBIT H

2945-044-51-001 MULTI-PURPOSE EASEMENT PARCEL NO. MPE-15B



ABBREVIATIONS

P.O.C. Point of Commencement
 P.O.B. Point of Beginning
 R.O.W. Right-of-Way
 SEC. Section
 T Township
 R Range
 P.S. Public Service Company of Colorado

Rec. Reception
 No. Number
 R/W Right-of-Way
 MPE Multi-Purpose Easement
 TCE Temporary Construction Easement
 U.M. Use Modification
 F# Filing Number

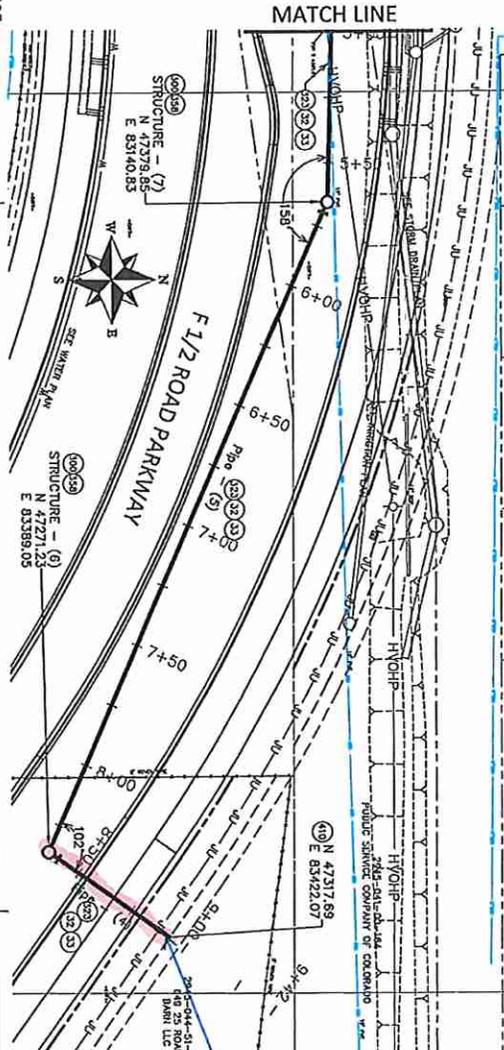
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DESIGN BY: NCM/AMH
 DATE: 12-12-2022
 REVIEWED BY: RJP
 APPROVED BY: BH
 SCALE: 1" = 100'

Portion of 2945-044-51-001
 Located in a part of the NE 1/4
 Section 4, T.15, R.1W
 Use Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction
 PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-P210908

HERITAGE ESTATES
EXHIBIT O



Station	Structure / Pipe	Notes
5+55	Structure - (7)	RIM = 4580.72 DEPTH = 8.12
8+92.95	Pipe - (8)	8 inch PVC L = 276 S = 0.44%
8+92.35	Pipe - (9)	8 inch PVC L = 271 S = 0.44%
8+92.35	Structure - (9)	RIM = 4580.23 DEPTH = 6.23

<p>REVISION A 10/23</p> <p>REVISION B 11/23</p> <p>REVISION C 12/23</p> <p>REVISION D 1/24</p> <p>REVISION E 2/24</p>	<p>DATE 10/23</p> <p>DATE 11/23</p> <p>DATE 12/23</p> <p>DATE 1/24</p> <p>DATE 2/24</p>	<p>SCALE: 1" = 40'</p> <p>DATE 10/23</p> <p>DATE 11/23</p> <p>DATE 12/23</p> <p>DATE 1/24</p> <p>DATE 2/24</p>	<p>PROJECT NO. 2023-02161006</p> <p>DATE 10/23</p> <p>DATE 11/23</p> <p>DATE 12/23</p> <p>DATE 1/24</p> <p>DATE 2/24</p>
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Grand Junction
CITY OF GRAND JUNCTION
C.O.L.O. H.A.B.D.

PUBLIC WORKS ENGINEERING DIVISION

F 1/2 ROAD PARKWAY SANITARY SEWER PLAN AND PROFILE - 2

August 1, 2023

63

- CONSTRUCTION NOTES**
- 32 SEC REMOVAL PLANS FOR REMOVAL OF ALL OBSTRUCTIONS.
 - 33 SEC APPROVED/ADJUST PLANS FOR FINAL GROUND RECONSTRUCTION.
 - 300 102.11/102.5 - SANITARY SEWER BASIC MAINLINE (48" I.D.), INCLUDES CONNECTION OF ADJACENT SEWER USE, FORGING INVERTS AND ADJUSTING TO FINAL GRADE. (SEE CITY OF GRAND JUNCTION STANDARD DETAIL 55-102).
 - 302.9/102.2 - 6" GRANITE SENIOR PIPE (2008 33 PVC), INCLUDES TYPE A BEDDING AND HANDLING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MIXING 102.16 EXHIBIT HANDLING MATERIAL.
 - 303 102.9/102.3 - CLAY CUT-OFF WALL (RECREATIONAL TO SENIOR INSTALLATION PAY ITEM)
 - 410 102.6/102.3 - DIA 60" / PVC (SEE 45 SHOW).

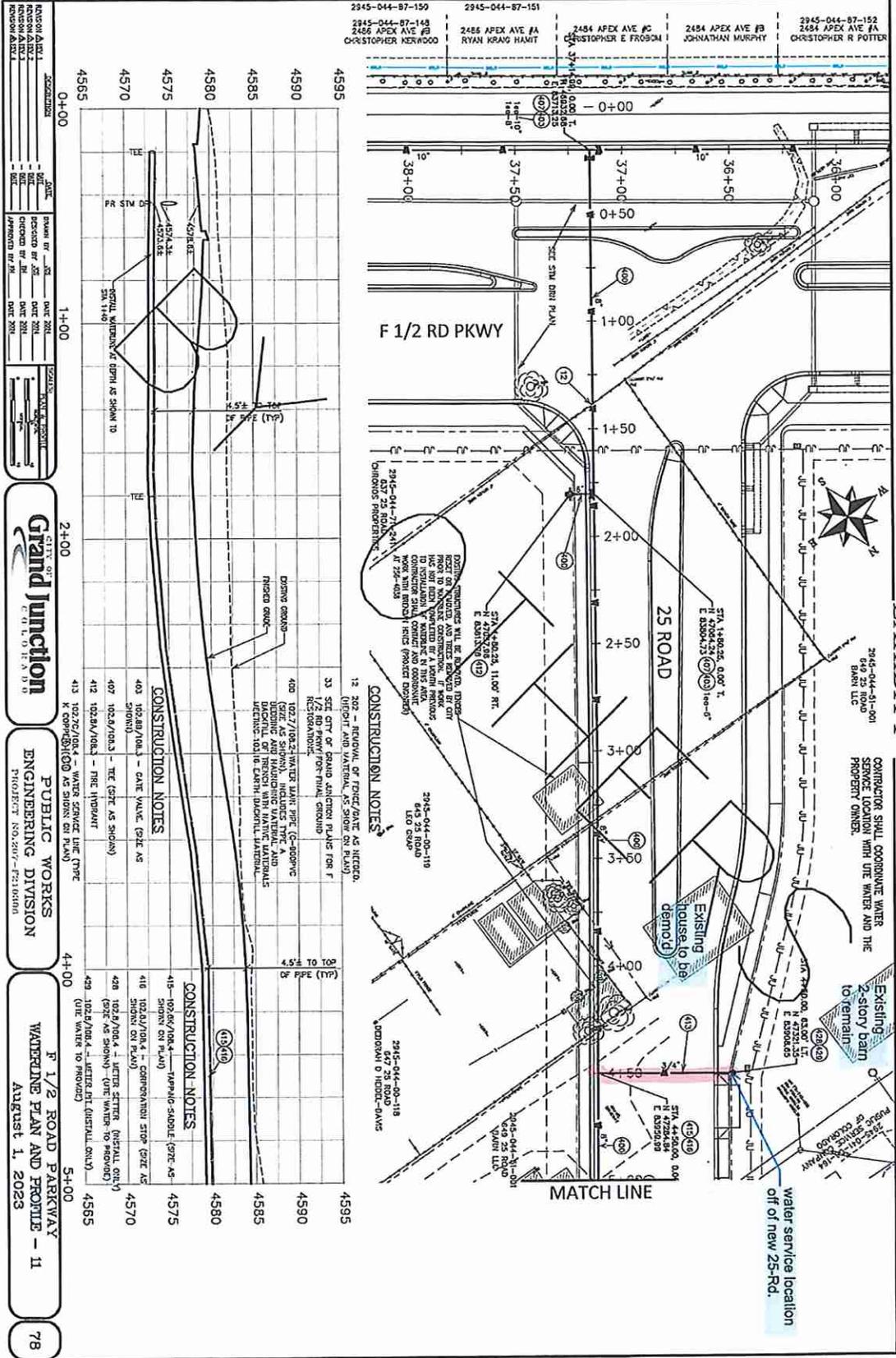


EXHIBIT P

CONTRACTOR SHALL COORDINATE WATER SERVICE LOCATION WITH THE WATER AND THE PROPERTY OWNER.

Existing 2-story barn to remain

water service location off of new 25-Rd.

DESIGNED BY	DATE	SCALE
CHECKED BY	DATE	
APPROVED BY	DATE	

Grand Junction
CITY OF GRAND JUNCTION
ENGINEERING DIVISION
PROJECT NO. 2017-7218100

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 2017-7218100

F 1/2 ROAD PARKWAY
WATERLINE PLAN AND PROFILE - II
August 1, 2023

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
649 25 Road

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 2 day of May, 2024 by and between **Barn LLC**, hereinafter referred to as "Owner" whose address is **649 25 Road**, and the **City of Grand Junction**, a Colorado home rule municipality, hereinafter referred to as "City," whose address is 250 N. 5th 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 649 25 Road as identified in the document recorded with Reception Number 2493024 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:

1. The Owner hereby grants and conveys to the City three (3) Temporary Construction Easements within the limits of the Owner's Property as depicted below:

TCE-15 A – Containing 2,580 square feet (0.06 acres) and more particularly described on Exhibit "A" attached 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.

TCE 15 B - Containing 1,174 square feet (0.03 acres) and more particularly described on Exhibit "B" attached 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.

TCE 15 C - Containing 6,916 square feet (0.16 acres) and more particularly described on Exhibit "C" attached 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 Easements 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 Areas or interfere with City's access, use or operation within the Easements without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction Easements 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.
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 2 MAY 2024.
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.

Barn, LLC

By: Katie E Brewer / Karl W Brewer

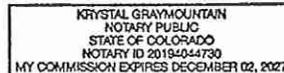
Name: Katie E Brewer / Karl W. Brewer

Title: owners, Barn, LLC

State of Colorado)
 County of La Plata) ss.

The foregoing instrument was acknowledged before me this 2nd day of May 2024
 by Katie E Brewer and Karl W. Brewer as Owners of Barn, LLC.

My commission expires 12/02/2027
 Witness my hand and official seal.



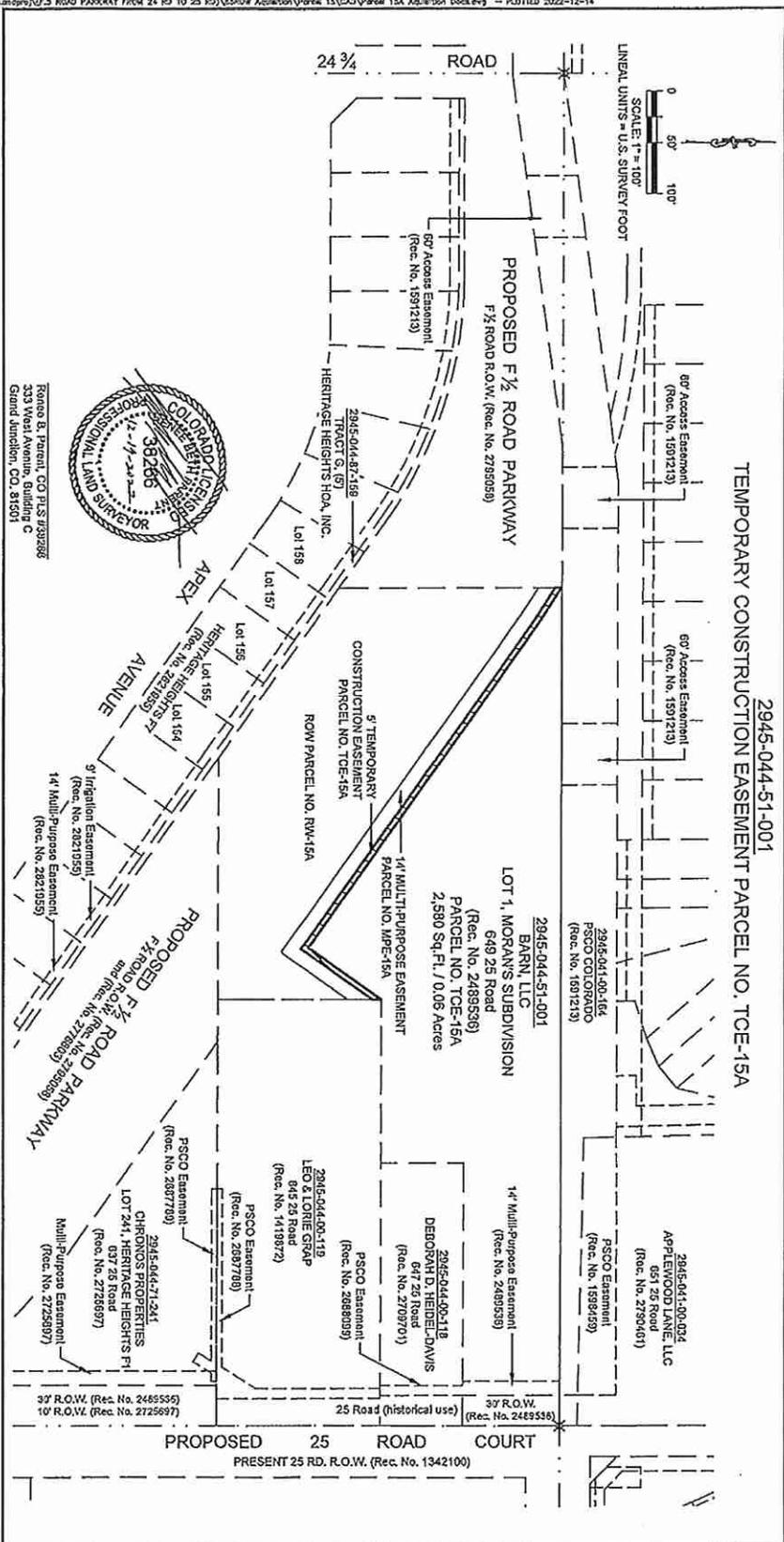
Krystal Graymountain
 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:

Andrea Phillips
 Greg Caton, City Manager Interim City Manager

EXHIBIT A

2945-044-51-001 TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-15A



ABBREVIATIONS

P.O.C.	Point of Commencement	Rea.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	MPE	Multi-Purpose Easement
SEC.	Section	TCE	Temporary Construction Easement
T	Township	UM	Ute Meridian
R	Range	Fl.	Filing Number
PSCO	Approximately Public Service Company of Colorado		

The sketch & description shown herein have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & constitute as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

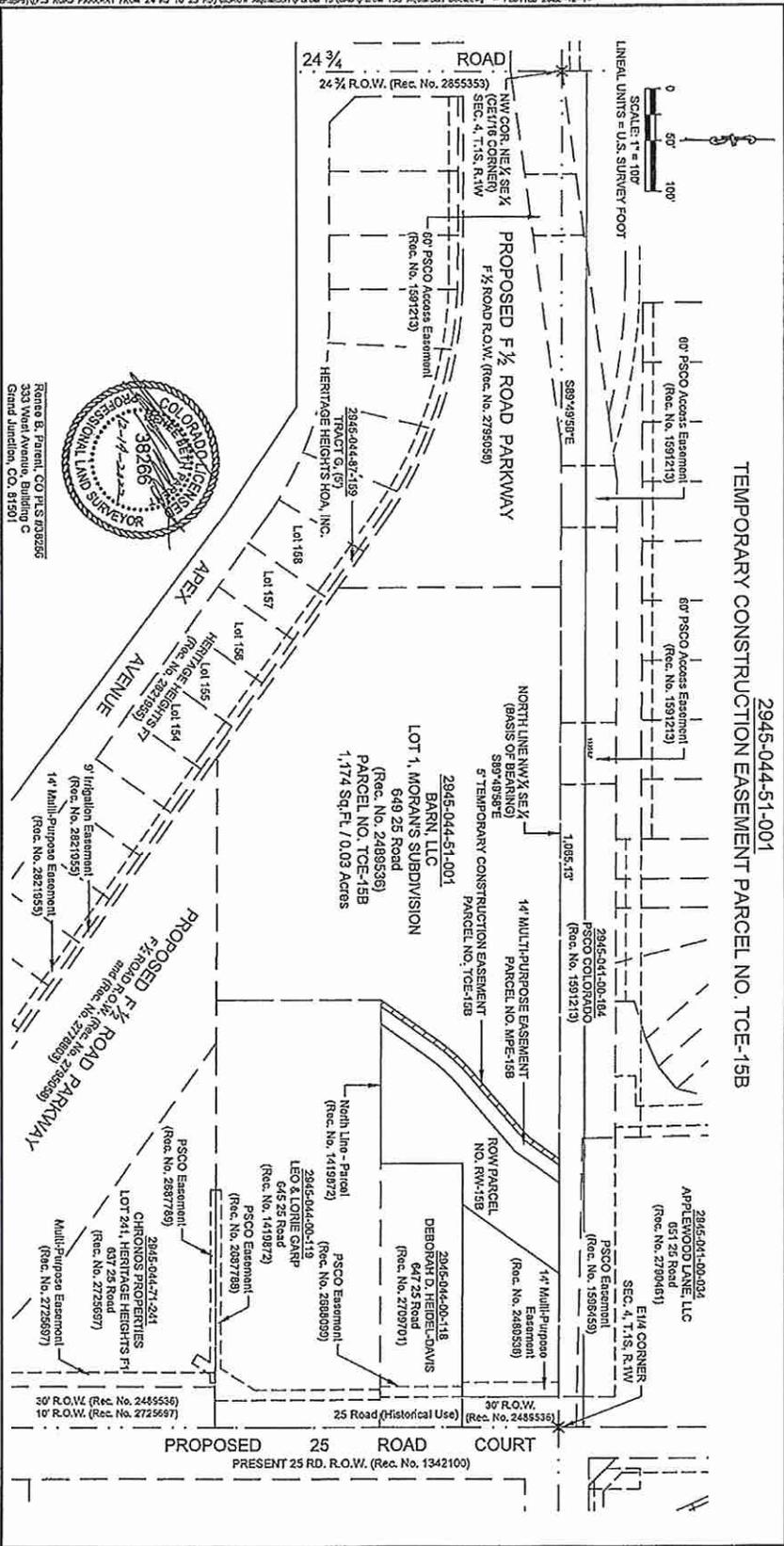
DRAWN BY: NCMW/MH
DATE: 12-12-2022
REVIEWED BY: RBP
APPROVED BY: BH
SCALE: 1" = 100'

Portion of 2945-044-51-001
 Located in a part of the NE 1/4 SE 1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction
 PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 207-F210305

EXHIBIT B

2945-044-51-001 TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-15B



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RIGHT-OF-WAY	RIGHT-OF-WAY
SEC.	Section	TEMPORARY CONSTRUCTION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
T.C.E.	Temporary Construction Easement	U.L.	Utility Location
R.	Range	F#	File Number
P.S.C.C.O.	Public Service Company of Colorado		

This sketch & description shown herein have been derived from subdivision plans & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NGW/MAH
DATE: 12-12-2022
REVIEWED BY: RBP
APPROVED BY: BH
SCALE: 1" = 100'

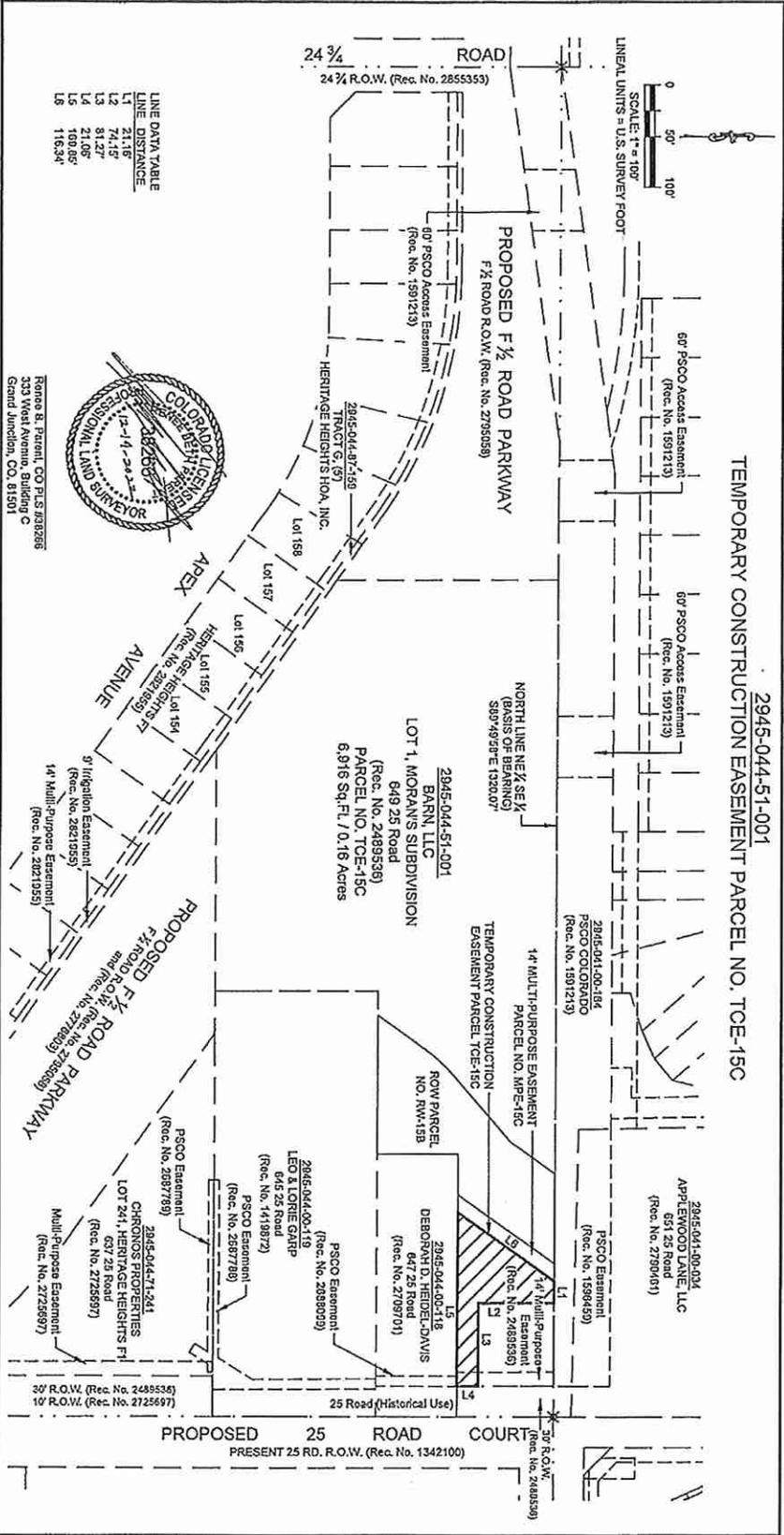
Portion of 2945-044-51-001
 Located in a part of the NE 1/4 SE 1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

CITY OF Grand Junction
PUBLIC WORKS ENGINEERING DIVISION
 PROJECT NO. 207-1210308

James B. Parent, CO PLS #03265
 333 West Avenue, Building C
 Grand Junction, CO 81501

EXHIBIT C

2945-044-51-001 TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-15C



LINE DATA TABLE

LINE	DISTANCE
L1	21.15'
L2	74.15'
L3	81.27'
L4	21.05'
L5	100.85'
L6	116.34'

ABBREVIATIONS

P.O.C. Point of Commencement
 P.O.W. Point of Beginning
 R.O.W. Right-of-Way
 SEC. Section
 T. Township
 R. Range
 P.S.C.O. Public Service Company of Colorado

Rec. Reception
 RNY RIGHT-OF-WAY
 MPE Multi-Purpose Easement
 TCE Temporary Construction Easement
 U.M. Use Mosaic
 F# Filing Number

This sketch & description shown herein have been derived from subdivision plat & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NCW/MAH
 DATE: 12-12-2022
 REVIEWED BY: RBP
 APPROVED BY: BH
 SCALE: 1" = 100'

Portion of 2945-044-51-001
 Located in a part of the NE 1/4 SE 1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

City of Grand Junction
 COLORADO
PUBLIC WORKS
ENGINEERING DIVISION
 PROJECT NO. 207-PA10305

2945-044-51-001
 333 West Avenue, Building C
 Grand Junction, CO, 81501



Exhibit
Vicinity Map
649 25 Road

Heritage Estates
Subdivision

Garrett Estates
Subdivision

Subject Property
Parcel 15
2945-044-51-001
649 25 Road

Heritage Heights
Subdivision

Mesa County
Sheriff's Posse

< F 1/2 Road >

< 25 Rd >

F 1/2 ROAD PARKWAY
RIGHT OF WAY - 2
April 3, 2024

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F210306L

CITY OF
Grand Junction
COLORADO



DATE	DATE	DATE	DATE
2022	2022	2022	2022

DESCRIPTION	DATE	BY
REVISION A REV.1		JOS
REVISION A REV.2		JOS
REVISION A REV.3		JH
REVISION A REV.4		JTP

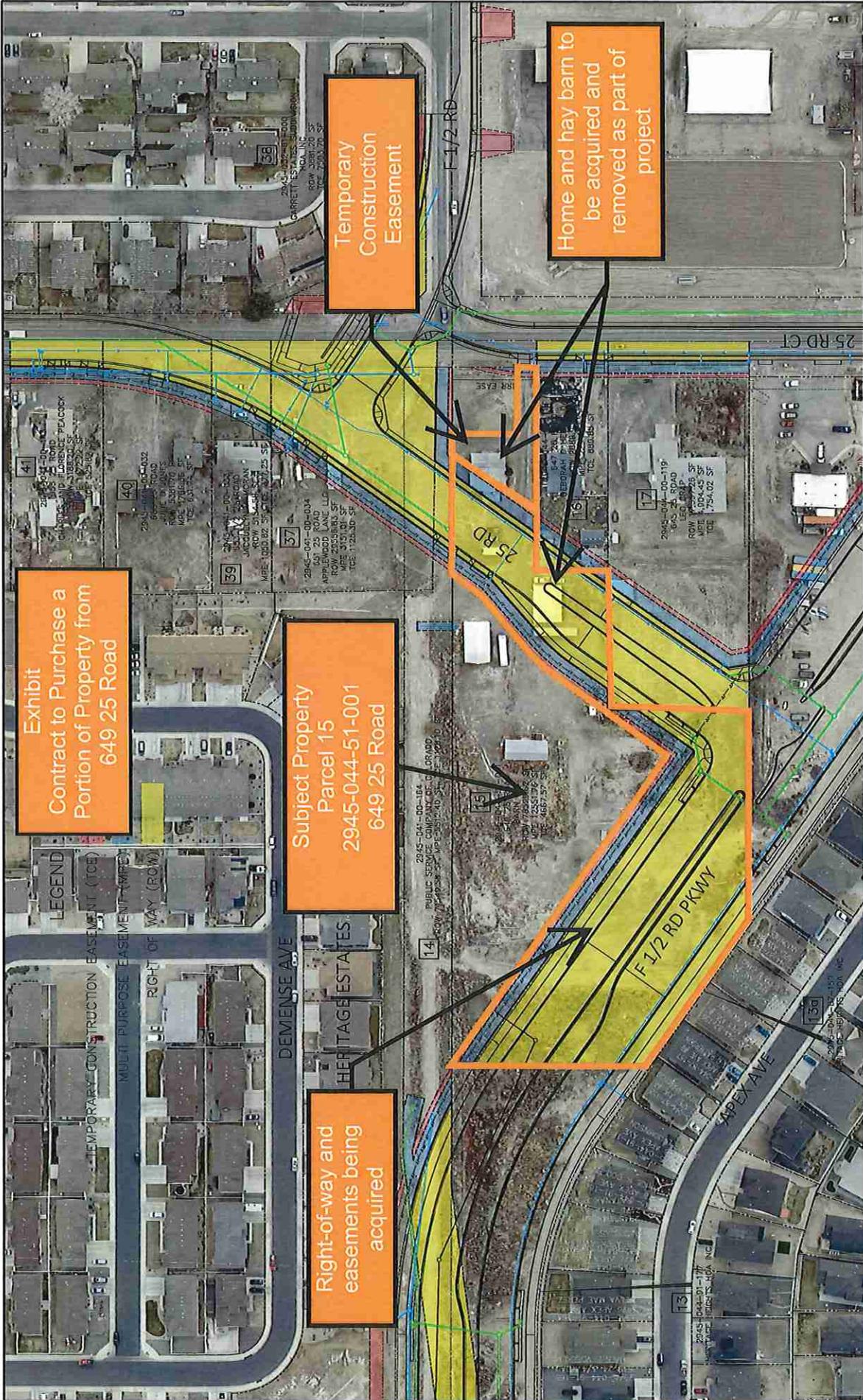


Exhibit
Contract to Purchase a
Portion of Property from
649 25 Road

Subject Property
Parcel 15
2945-044-51-001
649 25 Road

Right-of-way and
easements being
acquired

Temporary
Construction
Easement

Home and hay barn to
be acquired and
removed as part of
project

LEGEND
TEMPORARY CONSTRUCTION EASEMENT (TCE)
MULTI PURPOSE EASEMENT (MPE)
RIGHT OF WAY (ROW)

DEMIENSE AVE
HERITAGE ESTATES

F 1/2 RD PKWY
APEX AVE

F 1/2 ROAD PARKWAY
RIGHT OF WAY - 2
April 3, 2024

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F210306L

CITY OF
Grand Junction
COLORADO



DESCRIPTION	DATE	BY
REVISION # REV. 1		
REVISION # REV. 2		
REVISION # REV. 3		
REVISION # REV. 4		

SCALE	DATE	BY
1" = 20'	2022	JCS
1" = 20'	2022	JCS
1" = 20'	2022	JH
1" = 20'	2022	JH