

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Elvin & Sandra Boss
	Parcels: RW-01 & MPE-01

This Memorandum of Agreement (“Agreement”) is made and entered into this 3rd day of October, 2024, by and between **Elvin Boss & Sandra Boss** 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 of Grand Junction, a Colorado home rule municipality (“City”), is proceeding with implementation of the D ½ Road Improvement Project (“Project”). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (“Project Improvements”). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2924 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-172-00-257, 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-01: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 1,363 square feet (0.03 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 “C”; and also

Parcel No. MPE-01: 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 2,138 square feet (0.05 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “B” and depicted on the accompanying graphic illustration labeled Exhibit “C”; and also

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-01:	1,363 sq.ft. @ \$5.50/sq.ft.	= \$7,496.50
Parcel No. MPE-01:	2,138 sq.ft. @ \$5.50/sq.ft. x 50%	= \$5,897.50
Total Land & Easement Value		= \$13,394.00
Improvements:		
	• (3) <i>Deciduous Trees</i>	= \$3,000.00
Total Improvements Contributory Value		= \$16,394.00
Total Consideration		= \$16,400.00 (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:

- 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 Parcel No. RW-01.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-01.
 - d. One (1) completed and executed Federal Form W-9.
 - e. 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. 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.
 6. 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.
 7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
 8. 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.

Owners:

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

Deceased 12/12/2020
Elvin Boss

Andrea Phillips
Andrea Phillips, Interim City Manager

Sandra Boss
Sandra Boss

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-257

RIGHT-OF-WAY PARCEL NO. RW-01

A parcel of land being a portion of an entire tract of land as described in Reception Number 2712627 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said S1/2 NW1/4 bears S.89°59'13"W. with all other bearings contained herein being relative thereto; thence along the south line of said S1/2 NW1/4, S.89°59'13"W. a distance of 60.25 feet; thence N.00°00'47"W. a distance of 20.13 feet to the southeast corner of said entire tract and the Point of Beginning.

Thence along the south line of said entire tract, N.88°08'30"W. a distance of 73.70 feet; thence N.71°37'01"W. a distance of 21.08 feet ; thence N.78°47'12"E. a distance of 55.65 feet; thence N.89°59'13"E. 39.07 feet to a point on the east line of said entire tract; thence along said east line S.00°00'47"E. a distance of 19.87 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,363 square feet or 0.031 acres, more or less, as described.

Authored by: Ted T. Taggart, PLS #37075

P.O. Box 564
Fruita, Colorado 81521



EXHIBIT B

LEGAL DESCRIPTION

2943-172-00-257

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-01

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2712627 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said S1/2 NW1/4 bears S.89°59'13"W. with all other bearings contained herein being relative thereto; thence along the south line of said S1/2 NW1/4, S.89°59'13"W. a distance of 213.00 feet; thence N.00°00'47"W. a distance of 40.00 feet to northwest corner of Right-of-Way Parcel RW-01 and the Point of Beginning.

Thence N.00°00'47"W. along the west boundary of said entire tract, a distance of 14.00 feet; thence N.89°59'13"E. a distance of 152.75 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'47"E. a distance of 14.00 feet to northeast corner of Parcel RW-01; thence along the north line of said Parcel RW-01, S.89°59'13"W. a distance of 152.75 to the Point of Beginning.

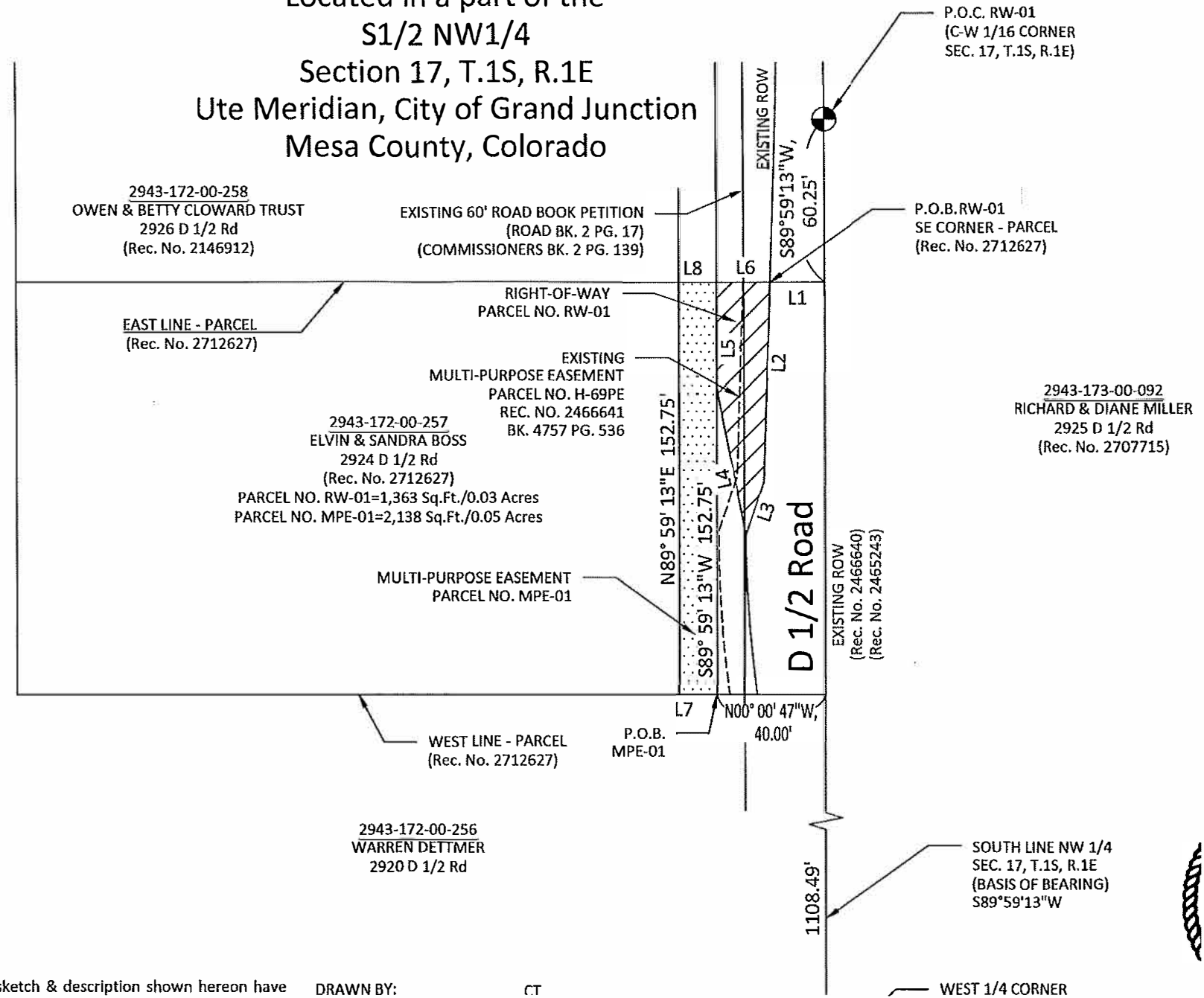
Said parcel of land CONTAINING 2,138 square feet or 0.05 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT C

Portion of 2943-172-00-257
 Located in a part of the
 S1/2 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



Line Table

LINE	BEARING	DISTANCE
L1	N00° 00' 47"W	20.13'
L2	N88° 08' 30"W	73.70'
L3	N71° 37' 01"W	21.08'
L4	N78° 47' 12"E	55.65'
L5	N89° 59' 13"E	39.07'
L6	S00° 00' 47"E	19.87'
L7	N00° 00' 47"W	14.00'
L8	S00° 00' 47"E	14.00'

ABBREVIATIONS

The sketch & description shown hereon have DRAWN BY: CT

WEST 1/4 CORNER