# 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): Gabriel Gutierrez and Maria O. Gutierrez

Parcels: RW-26A, RW-26B, MPE-26, and TCE-26

This Memorandum of Agreement ("Agreement") is made and entered into this 22 day of 2024, by and between Gabriel Gutierrez and Maria O. Gutierrez 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 F½ 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 F½ Road Parkway and 24½ 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 623 25 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-044-00-077, 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-26A</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 1,700 square feet (0.04 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-26B</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 5,554 square feet (0.13 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

<u>Parcel No. MPE-26</u>: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, containing a total area of 6,276 square feet (0.14 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-26</u>: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 1,994 square feet (0.05 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-26 is 24 months.

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. As an offer of compromise the City will restore site improvements as specified in this agreement. The costs and damages associated with the replaced or restored improvements are stricken from this agreement:

 Parcel No. RW-26A:
 1,700 sq.ft. @ \$0.75/sq.ft.
 = \$1,275.00

 Parcel No. RW-26B:
 5,554 sq.ft. @ \$15.00/sq.ft.
 = \$83,310.00

 Parcel No. MPE-26:
 6,276 sq.ft. @ \$15.00/sq.ft. x 50%
 = \$47,070.00

 Parcel No. TCE-26:
 1,994 sq.ft. @ \$15.00/sq.ft. x 10% /year x 2 years
 = \$5,982.00

Total Land & Easement Value

= \$137,637.00

#### Improvements:

•	2' wide concrete curbing	= \$1,231.92
•	Standard width concrete curbing	= \$1,236.40
•	Irrigated Sod w/ sprinkler system	= \$2,845.85
•	Mature plum tree	= \$1,770.00
•	Mature rose bushes	= \$2,812.00
•	Mature Ash trees	= \$1,180.00
•	Drip irrigation	= \$373.03
•	Indirect Cost for Site Improvements	= \$61.17

Total Improvements Contributory Value = \$11,510.37

Damages (curable):

**Total Consideration** = \$149,147.37 Administrative Settlement = \$40,852.63

Total Consideration and administrative settlement (rounded) = \$190,000.00

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-26A and RW-26B
  - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-26.
  - d. One (1) good and sufficient Temporary Construction Easement Agreement for Parcel No. TCE-26.
  - 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. The City will close the current access from Owner's Property to 25 Road and will construct two new access points along on F ¼ Road as depicted on Exhibit "H".
  - a. The City will construct a 40-foot-wide approach south of stations STA 3+00 and STA 3+50 utilizing the existing cantilever gate, as depicted on the accompanying graphic illustration labeled Exhibit "H".

b. The City will construct a 20-foot-wide approach south of stations STA 4+00 and STA 4+50 and relocate the electric gate, keypad and security camera from 25 Road to the location depicted on the accompanying graphic illustration labeled Exhibit "H". The City's contractor shall protect the existing gazebo in place when constructing the driveway approach and concrete pan.

As part of the proposed settlement the City will relocate and reset the existing gate, keypad and security camera(s) and restore power to these improvements from their current source. The City will provide power to the security camera(s) and keypad, but will not be responsible for connecting the Owners keypad or security camera(s) to their security system or any other system. The Owner's will provide the City and its contractors temporary access to their property as may be necessary to restore power to the relocated gate. The electric and communication lines to the new gate location shall be installed prior to the temporary fence being installed. City's contractor to coordinate access with Owner to install electric and communication lines.

- c. The City will construct the driveway approach, concrete pan, and install the gates at the proposed access locations. The City will construct a 20-foot-wide driveway from the proposed concrete approach at F¼ Road to the existing asphalt north of the garage as shown on Exhibit I. The City's contractor shall clear and grub area to be paved, furnish, place, and compact 4" of road base and furnish and install a 3" compacted asphalt mat to prepared area. The Owner's will provide the City and its contractors temporary access to their property as may be necessary to construct the driveway. City's contractor to coordinate access with Owner to construct driveway.
- d. The City will remove and replace the existing 12-foot-wide manual gate along the existing chain link fence, as necessary to allow the installation of the new sidewalk and other roadway improvements. The existing 12-foot-wide gate will be replaced to the approximate east-west location along the property line, as depicted on the accompanying graphic illustration labeled Exhibit "H". The location of this gate is to be utilized for emergency ingress/egress only and will not include a curb cut, concrete pan or asphalt approach.
- 6. The City's contractor shall construct one driveway approach at a time or coordinate with the Owner to establish a plan to maintain vehicle access to the property during construction. The City's contractor shall coordinate any temporary closures with the Owner and provide 48 hours' notice prior to temporary closures.
- 7. The City's contractor will relocate or replace the existing 6-foot-tall chain link fence to the property line and will install gates as described above.
- 8. The City agrees to install a temporary six-foot chain link fence, with a vehicle gate, along the south and west line of the temporary construction easement. The base of the temporary fence shall be fastened to the surface. The City's contractor shall install said fencing prior to removing the existing fence and shall coordinate fencing activities with the Owner.
- 9. The City's contractor will repair/replace the sprinkler system located within the multi-purpose easement and temporary construction easement areas disturbed by the project. The City's contractor shall coordinate said repair/replacement activities with the Owner.
- 10. The City's contractor will repair or replace in kind, the irrigated sod, concrete landscape edging, asphalt, gravel, and river rock located within the multi-purpose easement and/or the temporary construction easement areas disturbed by the project. The City's contractor shall coordinate said repair/replacement activities with the Owner. This includes relocating the existing irrigation pump and connecting it into the new sump being constructed by the City's contractor.
- 11. The City acknowledges that there are matures trees south of the temporary construction easement and agrees to protect the trees in place.
- 12. The Owner has personal property located with the acquisition areas. The removal of this personal property will be handled through the relocation process and is not part of this acquisition process.
- 13. The City's contractor shall provide a certificate of insurance naming Gabriel and Maria Gutierrez as additional insured.
- 14. The Owners mailbox will be relocated by the City's contractor, to the north property line off F ¼ Road and be placed near the 20-foot-wide gate. The City or its contractor shall coordinate with the United States Postal Service as may be needed to relocate the mailbox.

- 15. The City is responsible for snow removal on the concrete trail adjacent to F ½ Parkway (25 Road) along the east perimeter of the Owners property. The Owner is responsible for snow removal from the sidewalk adjacent to F ¼ Road, along the north perimeter of the Owners property consistent with Grand Junction City Code, Chapter 12.16.090.
- 16. 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.
- 17. 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.
- 18. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
- 19. 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:

Gabriel Gutierrez and Maria O. Gutierrez

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

Andrea Phillips, Interim City Manager

Gabriel Gutierrez

y: propose o proces

Maria O. Gutierrez

# EXHIBIT A

#### LEGAL DESCRIPTION 2945-044-00-077 RIGHT-OF-WAY PARCEL NO. RW-26A

A parcel of land being a portion of the land as described in Reception Number 2174744 lying in the SE1/4 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 South 1/16 Corner of said Section 4, and assuming the East line of said SE1/4 SE1/4 bears S00°02'40"W, with all other bearings contained herein being relative thereto; thence S00°02'40"W, along said East line, a distance of 25.00 feet to the Northeast corner of property described in Reception Number 2174744 and Point of Beginning;

thence S00°02'40"W, along said East line, a distance of 139.70 feet to the Southeast corner of said property; thence, leaving said East line and along the South line of property described in Reception Number 2174744, S89°52'10"W, a distance of 12.00 feet; thence, leaving said South line, N00°02'40"E, a distance of 130.78 feet; thence N30°50'19"W, a distance of 10.37 feet, to a point on the northerly line of said property; thence along said northerly line of property described in Reception Number 2174744, N89°51'50"E, a distance of 17.32 feet to the Point of Beginning.

Said Parcel of land CONTAINING 1,700 Square Feet or 0.04 Acres, more or less, as described.

Authored by:

Jodie L. Grein, CO PLS #38075 Rolland Consulting Engineers 405 Ridges Blvd. Suite A Grand Junction, CO 81507

**ABBREVIATIONS** 

P.O.C. Point of Commencement Point of Beginning P.O.B.

R.O.W. Right-of-Way SEC. Section

Township Range Approximately Rec. Reception No. Number Right-of-Way

MPE Multi-Purpose Easement TCE Temporary Construction Easement

U.M. Ute Meridian

Sq.Ft. Square Feet

The sketch & description shown hereon have been derived 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.

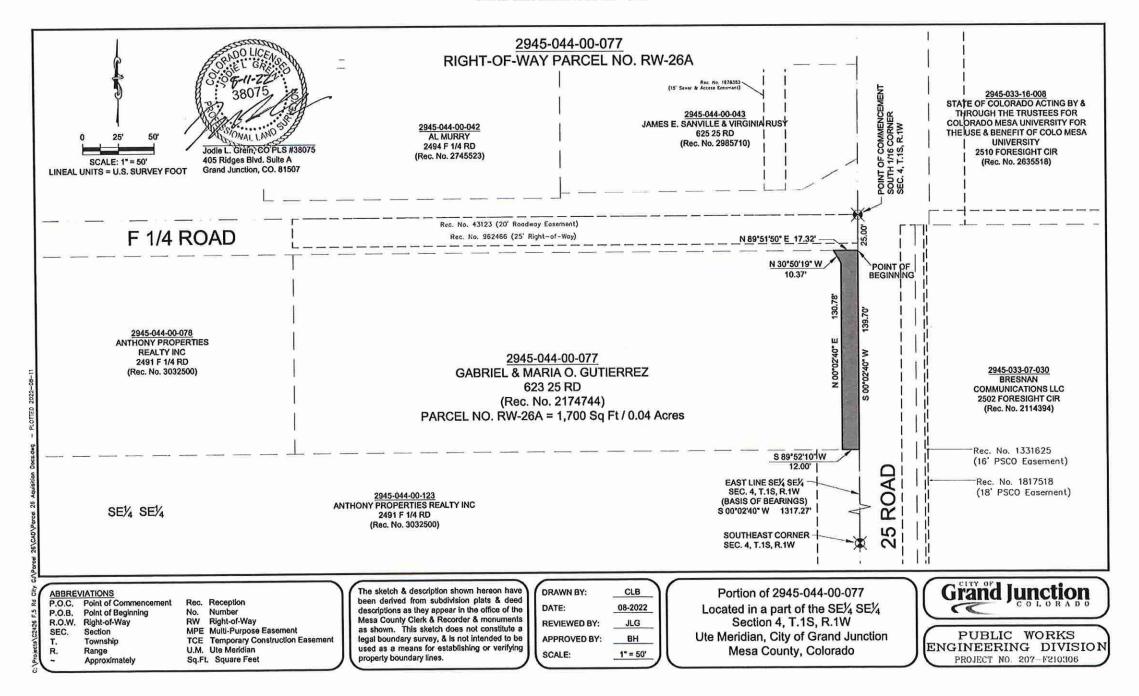
DRAWN BY: CLB DATE: 08-2022 REVIEWED BY: JLG APPROVED BY: BH SCALE:

Portion of 2945-044-00-077 Located in a part of the SE1/4 SE1/4 Section 4, T.1S, R.1W Ute Meridian, City of Grand Junction Mesa County, Colorado



PUBLIC WORKS ENGINEERING DIVISION PROJECT NO. 207-F210306

# **EXHIBIT B**



# **EXHIBIT C**

#### <u>LEGAL DESCRIPTION</u> 2945-044-00-077 RIGHT-OF-WAY PARCEL NO. RW-26B

A parcel of land being a portion of the land as described in Reception Number 2174744 lying in the SE1/4 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 South 1/16 Corner of said Section 4, and assuming the East line of said SE1/4 SE1/4 bears S00°02'40"W, with all other bearings contained herein being relative thereto; thence S34°42'27"W, a distance of 30.46 feet to a point on the northerly line of the property described in Reception Number 2174744 and Point of Beginning;

thence leaving said northerly line S30°50'19"E, a distance of 10.37 feet; thence S00°02'40"W, a distance of 130.78 feet to a point on the southerly line of said property; thence, along the southerly line of said property described in Reception Number 2174744, S89°52'10"W, a distance of 38.00 feet; thence, leaving said South line, N00°02'40"E, a distance of 103.36 feet; thence along the arc of a 19.00 foot radius curve to the left for a distance of 8.29 feet, with chord which bears N12°27'34"W, a distance of 8.23 feet, and an interior angle of 25°00'28"; thence along the arc of a 29.00 foot radius curve to the right for a distance of 11.71 feet, with chord which bears N13°23'58"W, a distance of 11.63 feet, and an interior angle of 23°07'40"; thence along the arc of a 10.00 foot radius non-tangent curve to the right for a distance of 13.65 feet, with chord which bears N45°11'40"W, a distance of 12.62 feet, and an interior angle of 78°13'25"; thence along the arc of a 9.00 foot radius curve to the left for a distance of 13.20 feet, with chord which bears N 48°06'34" W, a distance of 12.05 feet, and an interior angle of 84°03'13"; thence, along the North line of property described in Reception Number 2174744, N89°51'50"E, a distance of 55.10 feet to the Point of Beginning.

Said Parcel of land CONTAINING 5,554 Square Feet or 0.13 Acres, more or less, as described.

Authored by:

Jodie L. Grein, CO PLS #38075 Rolland Consulting Engineers 405 Ridges Blvd. Suite A Grand Junction, CO 81507



#### ABBREVIATIONS

P.O.C. Point of Commencement P.O.B. Point of Beginning R.O.W. Right-of-Way SEC. Section T. Township

Approximately

Rec. Reception
No. Number
RW Right-of-Way
MPE Multi-Purpose Easement

TCE Temporary Construction Easement
U.M. Ute Meridian

Sq.Ft. Square Feet

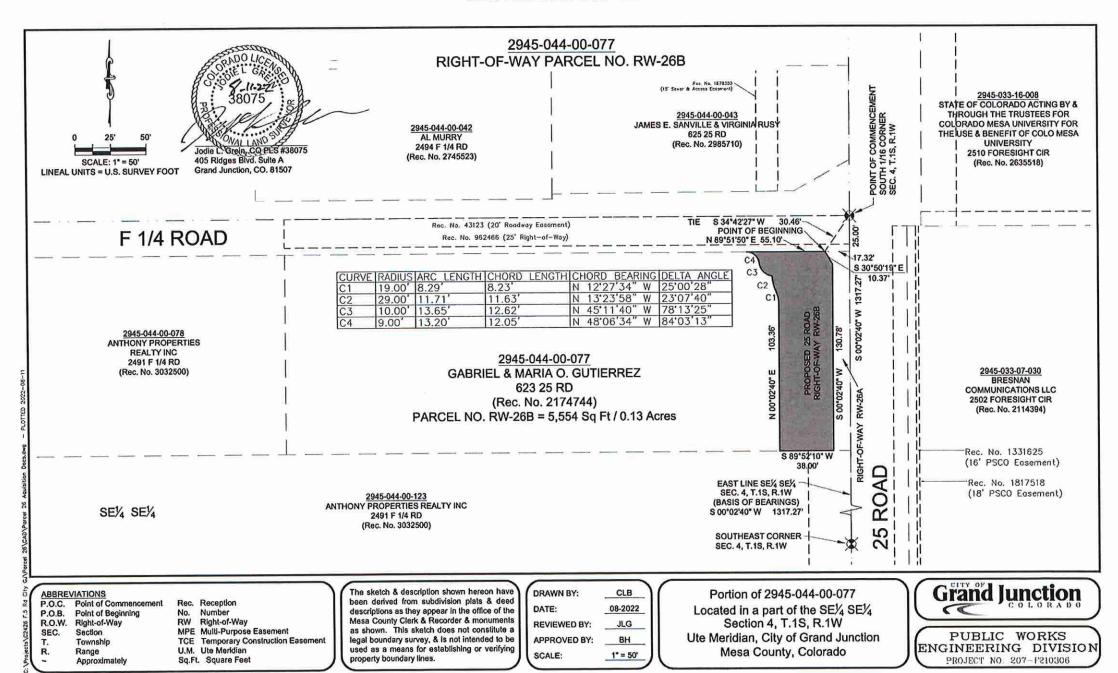
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Portion of 2945-044-00-077
Located in a part of the SE¼ SE¼
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 207-F210306

# **EXHIBIT D**



# **EXHIBIT E**

#### LEGAL DESCRIPTION 2945-044-00-077 MULTI-PURPOSE EASEMENT PARCEL NO. MPE-26

A parcel of land being a portion of the land as described in Reception Number 2174744 lying in the SE1/4 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 South 1/16 Corner of said Section 4, and assuming the East line of said SE1/4 SE1/4 bears S00°02'40"W, with all other bearings contained herein being relative thereto; thence S00°02'40"W, along said East line, a distance of 25.00 feet to the Northeast corner of said property; thence, leaving said East line and along North line of property described in Reception Number 2174744, S89°51'50"W, a distance of 72.42 feet to the Point of Beginning;

thence, leaving said North line of property, along the arc of a 9.00 foot radius non-tangent curve to the right for a distance of 13.20 feet, with chord which bears S48°06'34"E, a distance of 12.06 feet, and an interior angle of 84°03'13"; thence along the arc of a 10.00 foot radius curve to the left for a distance of 13.65 feet, with chord which bears S45°11'40"E, a distance of 12.62 feet, and an interior angle of 78°13'25"; thence along the arc of a 29.00 foot radius non-tangent curve to the left for a distance of 11.71 feet, with chord which bears \$13°23'58"E, a distance of 11.63 feet, and an interior angle of 23°07'40"; thence along the arc of a 19.00 foot radius curve to the right for a distance of 8.29 feet, with chord which bears \$ 12°27'34" E. a distance of 8.23 feet, and an interior angle of 25°00'28"; thence S00°02'40"W, a distance of 103.36 feet; thence, along the South line of properly described in Reception Number 2174744, S89°52'10"W, a distance of 10.00 feet; thence, leaving said South line, N00°02'40"E, a distance of 45.70 feet; thence S89°57'20"W, a distance of 4.00 feet; thence N00°02'40"E, a distance of 57.70 feet; thence along the arc of a 5.00 foot radius curve to the left for a distance of 2.18 feet, with chord which bears N12°27'34"W, a distance of 2.17 feet, and an interior angle of 25°00'28"; thence along the arc of a 43.00 foot radius curve to the right for a distance of 7.90 feet, with chord which bears N19°41'56"W, a distance of 7.89 feet, and an interior angle of 10°31'44"; thence along the arc of a 24.00 foot radius non-tangent curve to the right for a distance of 16.05 feet, with chord which bears N36°10'35"W. a distance of 15.76 feet, and an interior angle of 38°19'23"; thence S89°51'50"W, a distance of 319.34 feet; thence, along the West line of property described in Reception Number 2174744, N00°02'36"E, a distance of 14.00 feet: thence, leaving said West line along said North line of property, N89°51'50"E, a distance of 323.37 feet to the Point of Beginning.

Said Parcel of land CONTAINING 6,276 Square Feet or 0.14 Acres, more or less, as described.

Authored by:

Jodie L. Grein, CO PLS #38075 Rolland Consulting Engineers 405 Ridges Blvd. Suite A Grand Junction, CO 81507



ABBREVIATIONS

P.O.C. Point of Commencement Point of Beginning P.O.B. R.O.W. Right-of-Way

SEC. Section Township R. Range Approximately Rec. Reception Number No. RW Right-of-Way MPE Multi-Purpose Easement

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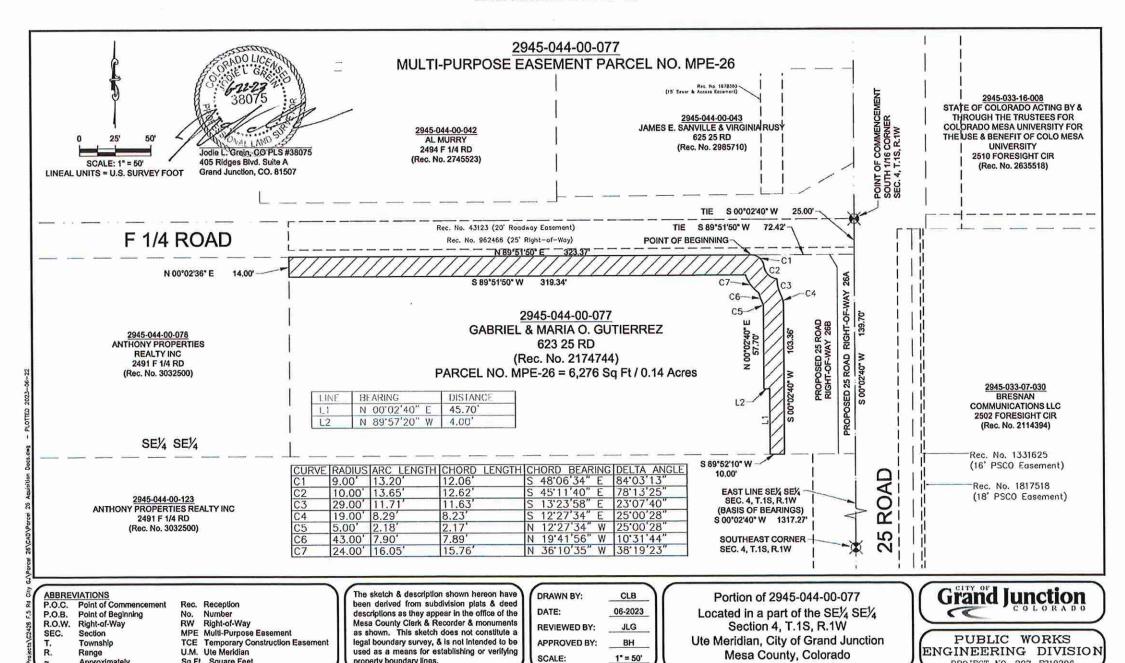
DRAWN BY: CLB 06-2023 REVIEWED BY: JLG APPROVED BY: BH SCALE:

Portion of 2945-044-00-077 Located in a part of the SE1/4 SE1/4 Section 4, T.1S, R.1W Ute Meridian, City of Grand Junction Mesa County, Colorado



PUBLIC WORKS ENGINEERING DIVISION PROJECT NO. 207-F210306

# **EXHIBIT F**



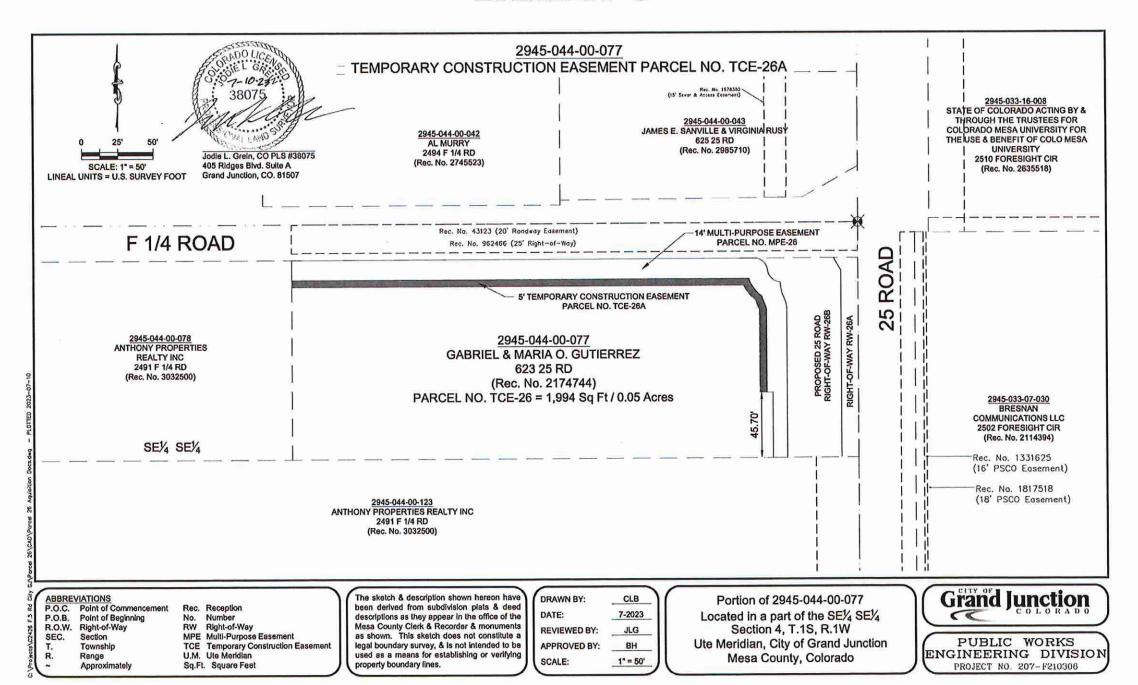
PROJECT NO. 207-F210306

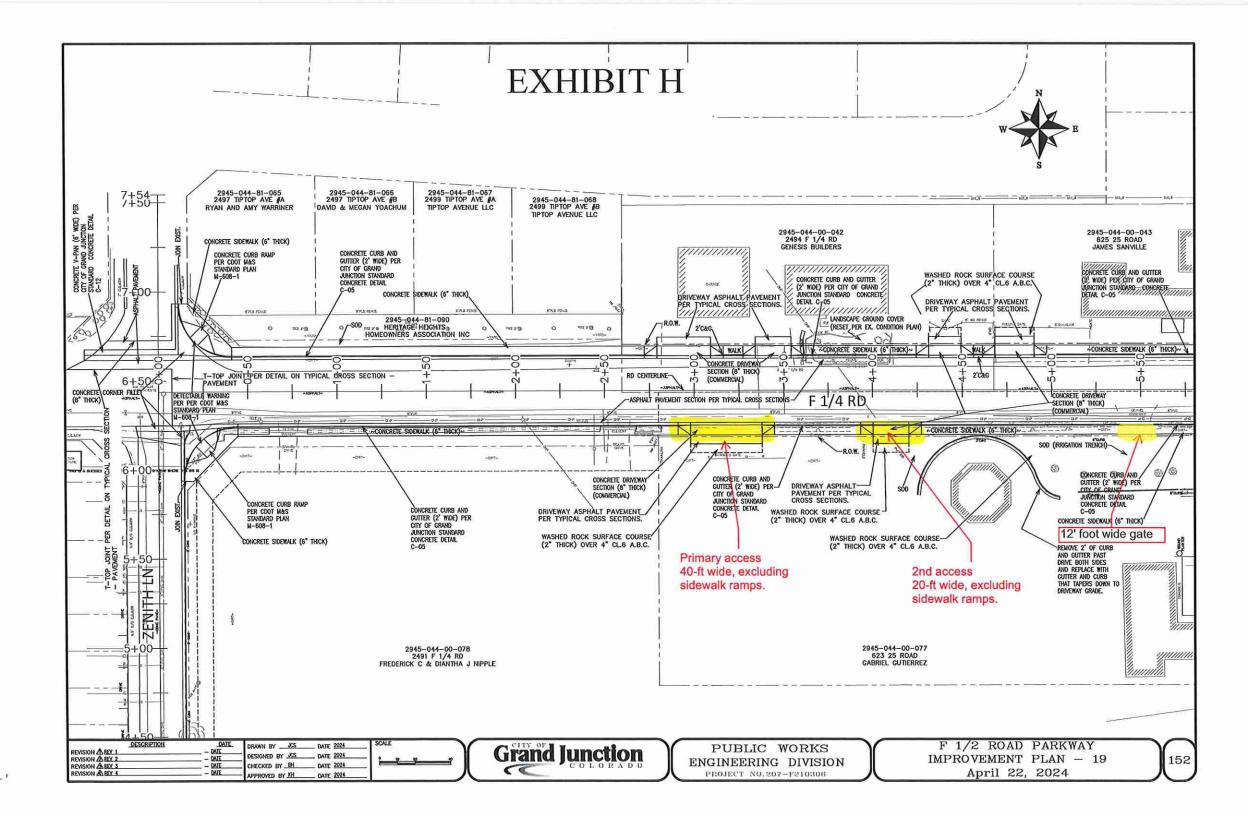
property boundary lines.

Sq.Ft. Square Feet

Approximately

### EXHIBIT G





# EXHIBIT I



Property: 623 25 Road

Subject: Driveway – West Option