

## **RESOLUTION NO. 28-25**

### **A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT/NEAR 300 S. 4<sup>TH</sup> STREET ADJACENT TO WHITMAN PARK, GRAND JUNCTION, COLORADO, TO THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH**

#### **RECITALS:**

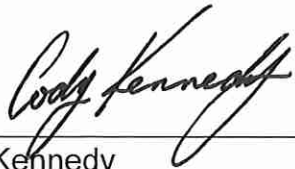
The State of Colorado has offered to purchase 599 square feet (0.014 acre) square feet of City property ("Property") at/near 300 S. 4th Street adjacent to Whitman Park for completion of its Ute and Pitkin Avenues improvement project. The Property is encumbered by 5th Street. Grass and bushes, but not trees, near the corner of the Property will be impacted.

The City Staff has considered the offer and has determined in the totality of the circumstances that the sale of the Property is reasonable and proper. The legal boundary of Whitman Park includes the Property; however, because the Property has not served for many years, and even absent the sale will not serve a functional park use or purpose, the City Attorney has opined that the sale may lawfully occur without referring a question to the voters as provided in Article VI, Paragraph 48 of the City Charter.

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

1. The foregoing Recitals are incorporated herein and in consideration of the same and as determined by the Council and as evidenced by this Resolution, the City Council hereby authorizes the sale of 599 square feet (0.014 acre) of property (Property) described in the attached Memorandum of Agreement (Agreement) on the terms and in accordance with the Agreement.
2. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the Property as provided in this Resolution and the Agreement are hereby ratified, approved, and confirmed as the action of the City Council.
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 Agreement, including, without limitation, as may be necessary or desirable to effect the sale of the Property as described in the Agreement.

PASSED and ADOPTED this 18th day of June 2025.



Cody Kennedy  
President of the City Council

ATTEST:



Selestina Sandoval  
City Clerk





**COLORADO**  
Department of Transportation

Region 3  
222 South 6<sup>th</sup> Street, Room 317  
Grand Junction, CO 81501-2769

PROJECT: NHPP 070A-042  
LOCATION: I-70B East of 3<sup>rd</sup> Street  
CODE: 25637  
PARCEL: RW-41

May 27, 2025

Via: Hand delivery

City of Grand Junction  
Attn: Ken Haley  
244 N. 7<sup>th</sup> Street  
Grand Junction, CO 81501

***Re: Offer to Acquire and Summary of Just Compensation for 300 S. 4<sup>th</sup> Street, Grand Junction, CO***

Dear Mr. Haley:

The Colorado Department of Transportation (CDOT) is proceeding with the safety and operational improvements along I-70 Business Loop. This project phase is the continuation of the improvements previously made at the I-70B South of Road to 3<sup>rd</sup> Street corridor. The project begins east of 3<sup>rd</sup> Street and continues easterly to 6<sup>th</sup> Street. The purpose of the project includes the reconstruction of sidewalks and driveways to increase the level of service and improve transportation, safety, pedestrian, and traffic flow for the traveling public throughout the I70 Business Loop corridor. The proposed construction start date is the spring of 2026.

To construct and maintain these improvements, the project needs to acquire a Permanent right-of-way (parcel RW-41) from you. CDOT is offering to acquire the rights to the parcels depicted on the enclosed Right of Way plan sheet (Exhibit "A"), the attached legal description, and summarized as RW-41. The purpose of the parcel is for roadway improvements.

CDOT has prepared an appraisal based upon credible market data for vacant commercial lands and has estimated a unit value of \$18.50/sf. The results of this appraisal, as reviewed and approved, is considered the Fair Market Value and is the basis for our offer to purchase.





CDOT hereby offers you just compensation in the amount of Eleven Thousand One Hundred Sixty and 00/100 Dollars for the property interest described above. This amount is offered as total compensation for all interests in the parcel and includes all damages and benefits, if any, to the remaining portions of your property. Below is a summary of compensation components:

Land:

- Parcel RW-41 contains a total area of 599 square feet (0.014 ac). The estimated unit value of the land is \$18.50/square foot. Therefore, an offer for this fee simple acquisition is  $\$18.50/\text{sf} \times 599 \text{ sf} = \$11,081.50$ .

Affected Improvements/Fixtures:

One medium size barberry bush at \$72.50

The sum of the above listed composition components with permissible rounding results in a just compensation totaling \$11,160.00 (rounded).

Incentive:

In addition to the base offer, CDOT is offering an incentive for receiving all required, signed documentation within 45 days of the date of this letter. If the signed documents are received in our office by July 11, 2025, an incentive of 5% of the base plus \$1,000 will be paid to the property owner, computed as follows:

$(\$11,160.00 \times 5\%) = \$557.70 + \$1,000 = \$1,557.70$  total of the incentive payment.

The incentive is considered an offer of compromise; and is only applicable if the attached Memorandum of Agreement (MOA) is signed and returned to my attention within the 45-day period which ends at 5:00 PM, July 11, 2025.

Summary:

CDOT hereby offers you just compensation for all interests in the parcel and includes all damages and benefits, if any, to the remaining portions of your property.

Offer without incentive is \$11,160.00 rounded

Offer with incentive is  $\$11,160.00 + \$1,557.70 = \$12,717.70$  if received by 5:00PM, July 11, 2025.

Accompanying this letter is a Memorandum of Agreement (MOA) for your consideration. The MOA constitutes CDOT's formal offer to purchase that becomes a contract when fully signed by all parties. If you agree with CDOT's offer, please complete, sign and date the:

- MOA in the box identified as "Grantor" at the bottom of the form.
- W-9 - this is required for payment to you.
- Statement of Authority - please sign in the presence of a notary public.

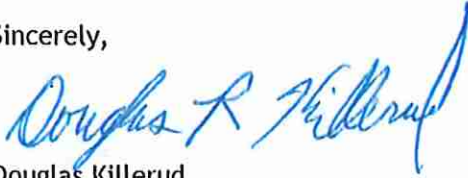


Please return the original forms (MOA, Statement of Authority and W-9 form) in the enclosed return envelope to Doug Killerud, CDOT ROW, 222 South 6<sup>th</sup> Street, Rm 317, Grand Junction CO 81501.

Finally, enclosed is a Demographic Information form. Completing this form is voluntary; it is used to document CDOT's compliance with several federal civil rights laws. If you choose to complete this information, please return it in the enclosed pre-paid envelope addressed to our CDOT Denver, Colorado address.

Please contact me at 970-261-9435 if you have any questions or concerns regarding this offer letter or the enclosures. Thank you for your assistance in this important public improvement project.

Sincerely,



Douglas Killerud  
Region 3 Real Estate Specialist

Enclosures:

Memorandum of Agreement form 784 with Legal Description  
Plan sheet  
Summary of Fair Market Value form 240  
Request for Taxpayer Identification form W-9  
Statement of Authority  
Demographic Information Form  
Self addressed stamped envelopes (2)





**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 25637

Parcel No: RW-41

Project No: NHPP 070A-042

Location: I-70B East of 3<sup>rd</sup> Street

County: Mesa

State Highway No: I-70B

This Memorandum of Agreement ("Agreement") made on (date) \_\_\_\_\_, 2025 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) City of Grand Junction

(GRANTOR).

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

Land (described in attached exhibits)	599 Sq.ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$11,081.50
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Improvements: Barberry bush		\$72.50
Damages		\$
Gross Total (if signed MOA is NOT received by July 11, 2025)		\$11,160.00 rounded
Incentive (if signed MOA is received by July 11, 2025)		\$1,557.70
Net Total (if signed MOA is received by July 11, 2025)		\$12,717.70

Other conditions: This agreement includes an incentive payment. The incentive payment is only applicable if CDOT receives the final executed Memorandum of Agreement on or before July 11, 2025 which is within 45 calendar days of CDOT's offer of fair market value.

The GRANTOR:

- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
- 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
- 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
- 5) Shall be responsible for securing releases from all liens, judgments and financial encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any lawful other source;
- 6) Will execute and deliver to GRANTEE those documents indicated below;
- 7) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 8) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and



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

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 7 and 8 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> General Warranty Deed          | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed                               | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:                | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page:             | <input type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify)                              |   |
| <input type="checkbox"/> Title Company to prepare documents except |   |

Order Warrant \$	Payable to: City of Grand Junction
Order Warrant \$	Payable to:
<b>Real Estate Specialist</b>	<b>GRANTOR signature</b> <span style="float: right;"><b>Attach form W-9</b></span>
<b>By: Douglas Killerud</b>	<b>By:</b> Click or tap here to enter text.
<b>Division approval (Region ROW Manager)</b>	<b>GRANTOR signature (if applicable)</b>
<b>By:</b> Click or tap here to enter text.	<b>By:</b> Click or tap here to enter text.

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

## EXHIBIT "A"

**PROJECT NUMBER: NHPP 070A-042**

**PARCEL NUMBER: RW-41**

**PROJECT CODE: 25637**

**DATE: August 13, 2024**

### LEGAL DESCRIPTION

A tract or parcel of land No. RW-41 of the Department of Transportation, State of Colorado Project No. NHPP 070A-042 containing 599 sq. ft. (0.014 acres), more or less, situated in Whitman Park, formerly known as Cottonwood Park, all of Block 140 of the City of Grand Junction, according to the Plat of Part of the Second Division Resurvey, as Amended, recorded January 22, 1909, in Book 3, at Page 21, as Reception Number 80773, and lying in the Southwest 1/4 of Section 14, Township 1 South, Range 1 West, of the Ute Principal Meridian, County of Mesa, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 14, a found 2.5" brass cap in concrete, PLS 38274, properly stamped and dated 2022, thence N. 44°46'46" W., a distance of 1191.99 feet, to the northerly line of said Block 140, also being the southerly right-of-way line of Ute Avenue, the TRUE POINT OF BEGINNING;

1. Thence S. 89°52'06" W., along the southerly line of said right-of-way, a distance of 6.65 feet, to the northeasterly corner of said Block 140, also being the intersection of the southerly line of said right-of-way and the westerly right-of-way line of South 5th Street;
2. Thence S. 00°01'02" W., along the westerly line of said right-of-way, a distance of 180.13 feet;
3. Thence N. 02°05'47" W., a distance of 180.26 feet, more or less, to THE TRUE POINT OF BEGINNING;

The above-described tract or parcel contains 599 sq. ft. (0.014 acres), more or less.

Basis of Bearings: All bearings recited herein are based on a grid bearing of S. 87°12'34" E., from milepost monument MP 5.49 to milepost monument MP 5.75. Both monuments are CDOT Type 5(S) monuments, marked appropriately for their milepost location.

For and on Behalf of SGM, Inc.  
118 W. Sixth St., Suite 200  
Glenwood Springs, CO 81601  
Richard A. Harrison, PLS 38180







# Colorado Department of Transportation

222 South 6th St.  
Grand Junction, CO 81501  
Phone: (970) 683-6236  
Fax: (970) 683-6227



Region 3

BKB



118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

## Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXX	XXX

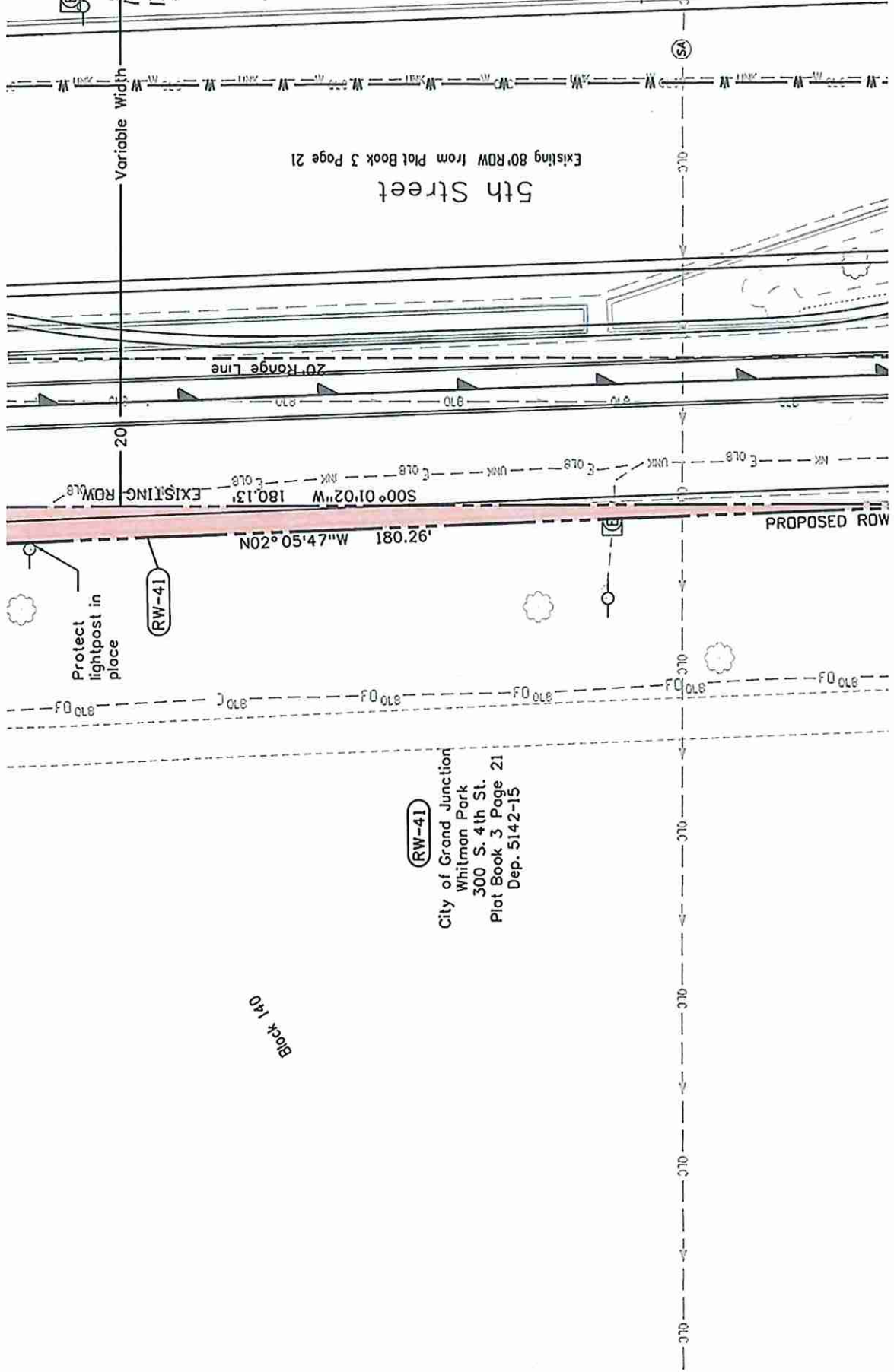
## Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXX	XXX

## Sheet R

Date	Desc
mm/dd/yy	XXX

# Section 14, T. 1 S., R. 1 W., Ute P.M. Mesa County



(RW-41)  
City of Grand Junction  
Whitman Park  
300 S. 4th St.  
Plot Book 3 Page 21  
Dep. 5142-15

# STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

OFFER OF FAIR MARKET VALUE



**COLORADO**

Department of Transportation

Region 3

Project Code: 25637

Parcel No: RW-41

Project No: NHPP 070A-042

Location: I-70B East of 3<sup>rd</sup> Street

Date: 5/27/2025

Dear City of Grand Junction:

The Colorado Department of Transportation offers you the following amount as fair market value compensation for your property. The amount offered was determined in accordance with applicable Federal and State laws and requirements.

1. Land ..... \$ 11,081.50
2. Permanent & Slope Easements ..... \$ n/a
3. Temporary Easements ..... \$ n/a
4. Improvements ..... \$ 72.50
5. Damages ..... \$ n/a
6. Less Benefits (credit) ..... \$ n/a
7. TOTAL ..... \$ 11,160.00 rounded

We based our determination on the following information:

- a. Identification of the real property to be acquired: parcel RW-41
- b. Type of interest being acquired: Fee simple right of way
- c. Identification of all improvements, including fixtures, to be acquired: One Barberry bush
- d. Identification of real property improvements, including fixtures, to be acquired which are not owned by the landowner: n/a

Sincerely,

Douglas Killerud  
Real Estate Specialist Region 3

Attachment

cc: Project Development Branch (ROW Services)  
Region ROW

CDOT Form #240  
10/08

Previous editions are obsolete and may not be used