

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) June 26, 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 that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
  - 9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE’s taking of possession or title to the property by eminent domain.



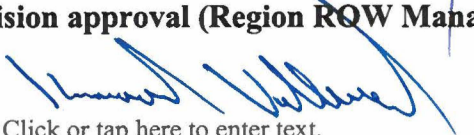
NOTE: At GRANTOR’S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 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:

- ☒ General Warranty Deed
- ☐ Access Deed
- ☐ Full Release(s) Book/Page:
- ☐ Partial Release(s) Book/Page:
- ☐ Or (specify)
- ☐ Title Company to prepare documents except
- ☐ Utility Easement
- ☐ Permanent Easement
- ☐ Slope Easement
- ☐ Temporary Easement

Order Warrant \$ 12,717.70		Payable to: City of Grand Junction	
Order Warrant \$		Payable to:	
Real Estate Specialist  By: Douglas Killerud		GRANTOR signature  By: Click or tap here to enter text.	
Division approval (Region ROW Manager)  By: Click or tap here to enter text.		GRANTOR signature (if applicable)  By: 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











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	XXXXXXXX	XXX

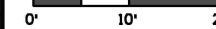
Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Sheet Revisions

Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX

Grid North  
Scale: 1" = 20'  
Lineal Units = U.S. Survey Feet

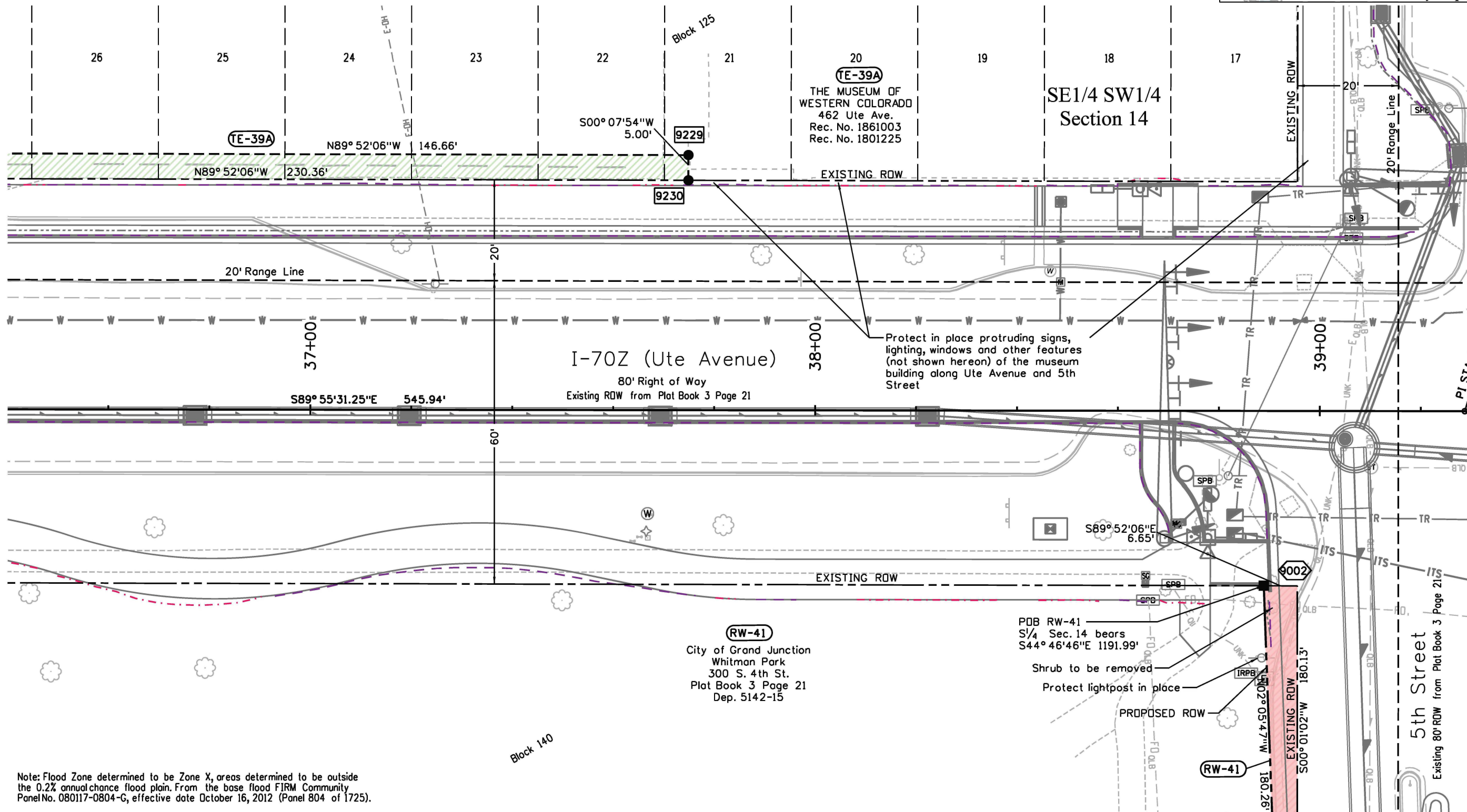
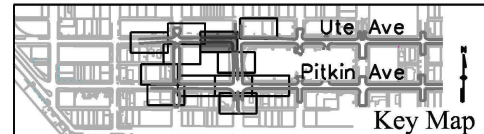


Right of Way Plans

Plan Sheet

Project Number: NHPP 070A-042			
Project Location: I-70B & I-70Z Between 3rd & 6th Streets, Grand Junction, CO			
Project Code:	Last Mod. Date	Subset	Sheet No.
25637	11/8/24	7.01-7.13	7.04

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



Note: Flood Zone determined to be Zone X, areas determined to be outside the 0.2% annual chance flood plain. From the base flood FIRM Community Panel No. 080117-0804-G, effective date October 16, 2012 (Panel 804 of 1725).

Recording: \$43.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

## STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named City of Grand Junction, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.2
2. The entity is a:
 

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Trust	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Business Trust	<input type="checkbox"/> Registered Limited Liability Partnership
<input checked="" type="checkbox"/> Governmental Subdivision or Agency	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input type="checkbox"/> Unincorporated Non-Profit Association	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> Other	
3. The entity was formed under the laws of the State of Colorado.
4. The mailing address for the entity is: 250 North 5<sup>th</sup> St, Grand Junction CO 81501.
5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is:
  - name: Anne Optiz, position: Senior Right of Way Agent
6. (Optional)<sup>3</sup> The authority of the foregoing person(s) to bind the entity ☒ is limited ☐ is not limited as follows: authorized to sign title closing statements and associated documents customary to the normal course of business on behalf of the City of Grand Junction.
7. (Optional) Other matters concerning the manner in which the entity deals with its interest(s) in real property: \_\_\_\_\_

DATED: 7/14/2025

City of Grand Junction, Colorado



by: Anne Optiz

its: Senior Right of Way Agent

STATE OF: Colorado )  
 ) ss  
 COUNTY OF: Mesa )

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of July, 2025. By Anne Optiz as Senior Right of Way Agent of the City of Grand Junction.

Witness my hand and official seal.  
 My Commission Expires: 1/3/29

  
 Notary Public

KARIN ANN WALKER  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 NOTARY ID# 20254000265  
 MY COMMISSION EXPIRES 01/03/2029

<sup>1</sup> This form should not be used unless the entity is capable of holding title to real property.<sup>2</sup> This Statement of Authority must be recorded to obtain the benefits of the statute.<sup>3</sup> The absence of any stated limitation shall be prima facie evidence that no limitation exists.