

COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT TEMPORARY EASEMENT(S)	Project Code: 25637	Parcel No: TE-44
	Project No: NHPP 070A 042	
	Location: I-70B East of 3 rd Street	
	County: Mesa	State Highway I-70B

This agreement made on June 24, 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 prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following Temporary Easement(s), improvements, and damages of any kind.

Temporary Easements (shown in attached exhibits) TE-44	181 Sq.ft. <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 680.00 (rounded)
Incentive (only applicable if received by July 11, 2025)		\$ 1,033.94
Improvements: N/A		\$
Damages: N/A		\$
Gross Total (if signed MOA is NOT received by July 11, 2025)		\$ 680.00 (rounded)
Incentive (only applicable if received by July 11, 2025)		\$ 1,033.94
Net Total (if MOA is received by July 11, 2025)		\$ 1,713.94

Other conditions:

- The agreement includes an incentive payment. The incentive payment is only applicable if CDOT receives the final executed agreement on or before July 11, 2025 which is within 45 days of CDOT's offer of fair market value.
- The term of Grantee's use of the Temporary Easement shall be for a period of 18 months ("term"). The term shall commence on the date Grantee or Grantee's contractor enters the Temporary Easement area (commencement date") and shall terminate 10 days after the conclusion of construction or 18 months after the commencement date, whichever event occurs first.

The GRANTOR and GRANTEE agree that:

- with the exception of any Relocation Agreement (CDOT Form #591) there are no promises, terms, conditions, or obligations other than those listed on this agreement.
- this contract is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees, but only after approval by one of the following on behalf of the, Region Right of Way Manager/Supervisor or their superiors as indicated below.
- the compensation shown on this agreement is for the temporary easement(s) described and damages of any kind.

The GRANTOR:

- has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.

The GRANTEE:

- will be entitled to specific performance of this agreement upon tender of the agreed consideration.
- 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.
- will take possession of the parcel(s) when it tenders payment 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.
- will restore the premises as close as is reasonably possible to the condition in which the property existed on the date on which the agreed consideration is paid to the Grantor.

Order Warrant \$ <u>0 Donation</u>	Payable to: City of Grand Junction
Order Warrant	Payable to:
Real Estate Specialist Douglas Killerud <u>Douglas R. Killerud</u>	Grantor signature <u>[Signature]</u> Attach form W-9
	Grantor (if applicable)
Department approval (Region ROW Manager) <u>[Signature]</u>	Grantor (if applicable)

EXHIBIT "A"

PROJECT NUMBER: NHPP 070A-042
TEMPORARY EASEMENT NUMBER: TE-44
PROJECT CODE: 25637
DATE: August 13, 2024

LEGAL DESCRIPTION

A Temporary Easement No. TE-44 of the Department of Transportation, State of Colorado Project No. NHPP 070A-042 containing 181 sq. ft. (0.004 acres), more or less, situated in Lots 25 and 26, both in Block 126 of the City of Grand Junction, according to the Map of First Division, Resurvey, Town of Grand Junction, Colorado, recorded October 6, 1885, in Book 1, at Page 9, as Reception Number 3206, 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 Temporary Easement 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. 33°02'32" W., a distance of 1104.58 feet, to the southwesterly corner of said Lot 26, also being the northerly right-of-way line of Ute Avenue, the TRUE POINT OF BEGINNING;

1. Thence N. 00°03'04" E., along the westerly line of said Lot 26, a distance of 5.00 feet;
2. Thence S. 89°58'13" E., a distance of 36.22 feet;
3. Thence S. 00°01'47" W., a distance of 5.00 feet, to the northerly right-of-way line of Ute Avenue;
4. Thence N. 89°58'13" W., along the northerly line of said right-of-way, a distance of 36.22 feet, more or less, to the TRUE POINT OF BEGINNING;

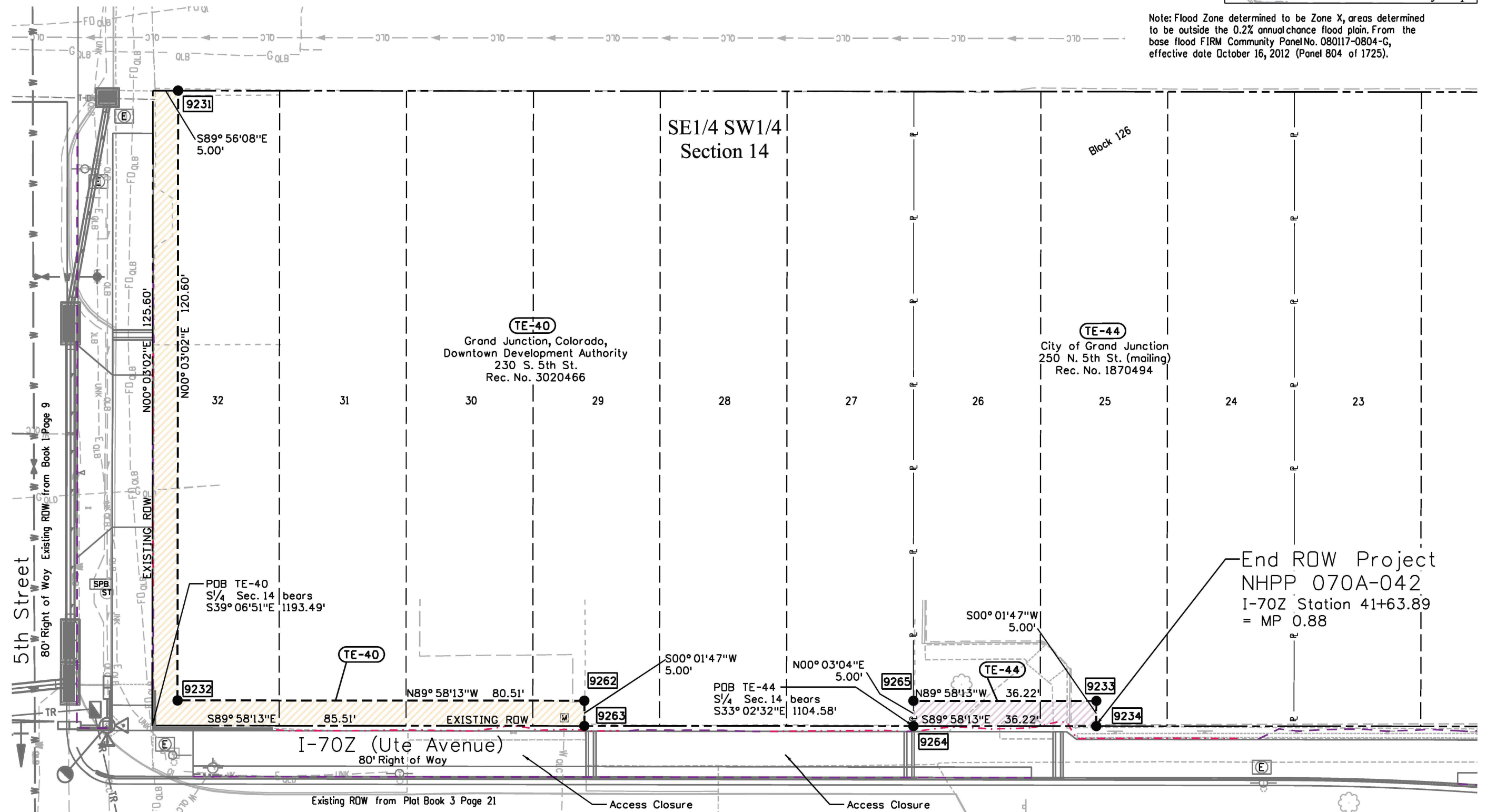
The above-described Temporary Easement contains 181 sq. ft. (0.004 acres), more or less.

The purpose of the above-described Temporary Easement is for roadway construction including sidewalk reconstruction.

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





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 5th 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)³ 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 14th 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

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