

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: Description: Patterson Sidewalk Project Owner(s): Goodknight, Mike D Parcels: LE-9
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This Memorandum of Agreement (“Agreement”) is made and entered into this 22nd day of January, 2026, by and between **Mike D. Goodknight**, hereinafter referred to as “the Owner(s)”, 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 Patterson Sidewalk Project (“Project”). This project will improve the south side of the Patterson Road corridor between 24 ½ Road and 25 ½ Road while providing safe routes for pedestrians and cyclists and improvements to drainage and landscaping (“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(s) owns certain real property within the limits of the Project located at 2488 Commerce Blvd. in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-091-00-083, hereinafter referred to as “the Owner(s)’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(s):

Parcel No. LE-9: A Landscape Easement for the installation, operation, maintenance and repair of said utilities, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, containing a total area of 1,935 square feet, 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".

The above referenced real property interests may be referred to collectively hereafter as the "Acquired Property".

D. The City has reviewed and approved a value finding to estimate the fair market value and just compensation to be offered for the Acquired Property. As part of the project, the access located on the north side of the property will be closed according to the Patterson Road Access Management Plan, adopted July 2021. The City has approved compensation for damages resulting from access closure on the north side of subject property. In consideration of the foregoing, the City and the Owner(s) 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. LE-9: 1,935 sq.ft. @ \$11.00/sq.ft @ 10% = \$ 2,150.00

Damages (Net Costs to Cure)

Chain link gate and fence, south side of property

Total Consideration = \$ 10,850.00

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:

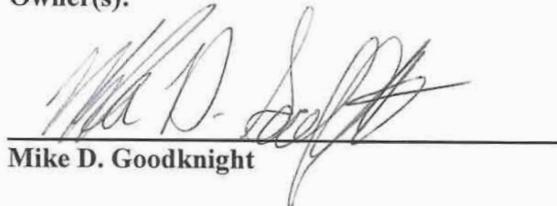
1. The Owner(s) hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner(s) subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner(s) directly in the form of a City check, upon the execution and delivery by the Owner(s) to the City of:
 - a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient Landscape Easement for Parcel No. J.E-9

c. One (1) completed and executed Federal Form W-9.

3. 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.
4. 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.
5. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
6. This Agreement is a legal instrument. The City recommends the Owner(s) seek the advice of the Owner(s)'s own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

Owner(s):



Mike D. Goodknight

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



Michael P. Bennett, City Manager

EXHIBIT A

PARCEL 2945-091-00-083 LANDSCAPE EASEMENT (LE-9) TO THE CITY OF GRAND JUNCTION

LEGAL DESCRIPTION

A variable width landscape easement being a portion of land as described in Reception Number 2958577 located in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 9, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

Commencing at the East Sixteen corner (E1/16) on the north line of said Section 9, whence the Northeast corner (NE) of said Section 9 bears N89°50'55"E, a distance of 1,319.56 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto;

thence from the said Point of Commencement S84°07'39"E, a distance of 600.33 feet to a point on the West line of said Reception Number 2958577, the South line of land as described in Reception Number 3963 and the Point of Beginning;

thence N89°50'55"E, a distance of 138.88 feet along said South line to a point the East line of said land described in Reception Number 2958577; thence S00°01'25"W, a distance of 14.24 feet along said East line to a point on the existing chain link fence line; thence the following four (4) courses along said chain link fence;

- 1) S89°09'37"W, a distance of 0.86 feet
- 2) N89°51'15"W, a distance of 66.21 feet
- 3) S89°43'28"W, a distance of 26.97 feet
- 4) N89°29'56"W, a distance of 44.84 feet to a point on the West line of land as described in Reception Number 2958577;

thence N00°01'25"E, a distance of 13.45 feet along said West line to the Point of Beginning.

Said landscape easement CONTAINING 1.935 Square Feet or 0.044 Acres, more or less, as described.

Authored by: Renee B. Parent, CO PLS #38266
 City Surveyor - City of Grand Junction
 244 North 7th Street
 Grand Junction, CO 81501



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, and is not intended to be used as a means for establishing or verifying property boundary lines.

Located in the NE1/4 of the NE1/4
Section 9, T1S, R1W, Ute Meridian,
City of Grand Junction
County of Mesa, State of Colorado

DRAWN BY: NCW
DATE: 09/22/25
REVIEWED BY: RBP
APPROVED BY: KH
SCALE: _____

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Grand Junction
COLORADO
Engineering & Transportation
Department
244 North 7th Street - Grand Junction, Co. 81501
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j
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EXHIBIT B

PARCEL 2945-091-00-083 LANDSCAPE EASEMENT (LE-9) TO THE CITY OF GRAND JUNCTION

