

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: 902-1704F
	Description: Lake Road Lift Station Project
	Owner(s): Terence L. Hammer & Camilla A. Hammer
	Parcels: SE-11 & TCE-11

This Memorandum of Agreement (“Agreement”) is made and entered into this 21st day of February, 2024, by and between Terence L. Hammer & Camilla A. Hammer 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 of Grand Junction, a Colorado home rule municipality (“City”), is proceeding with the Lake Road Lift Station Project (“Project”). The Project will eliminate the Ridge’s #1 Lift Station and the Brach’s Market Lift Station, with the consolidation and construction of the new Lake Road Lift Station north of the Redlands Power Canal near Lake Road (“Lake Road Lift Station”). The Project will install new sanitary sewer lines and necessary appurtenances from approximately Highway 340 to the new Lake Road Lift Station site, and from the Lake Road Lift station site to Power Road, then east across the Highway 340 bridge (Colorado River) to connect with existing sewer facilities. (“Project Improvements”). Construction of the Project is anticipated to begin in Fall/Winter 2023 with completion by the end of 2024.
- B. The Owner owns certain real property within the limits of the Project located at 112 Power Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-153-00-017, 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:
 - **Parcel No. SE-11:** A Sanitary Sewer Easement for the installation, operation, maintenance, and repair of sanitary sewer facilities, containing a total area of 5,214 square feet (0.12 acres), more or less, as legally described and depicted in Exhibit “A” and Exhibit “B”, respectively, attached hereto; and also
 - **Parcel No. TCE-11:** A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 3,911 square feet (0.09 acres), more or less, as depicted on the Exhibit “C” attached hereto. The City’s required duration of use for Parcel No. TCE-11 is 12 months.

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

- D. The City approved a value finding, prepared by TRS Corp. using available real estate market data, to determine 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:

Parcel No. SE-11:	5,214 SF @ \$5.00/SF x 50%	= \$13,035.00
Parcel No. TCE-11:	3,911 SF @ \$5.00/SF x 10% x 1 year	= \$1,955.50
	Total Land & Easement Value	= \$14,990.50
Improvements: N/A	Total Improvements Contributory Value	= \$0.00
	Total Consideration	= \$15,000.00

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:

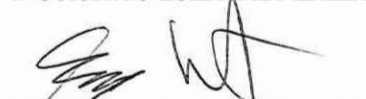
- a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient Grant of Sanitary Sewer Easement Agreement for Parcel SE-11.
 - c. One (1) good and sufficient Temporary Construction Easement Agreement for Parcel TCE-11.
 - d. One (1) completed and executed Federal Form W-9.
 - e. 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 agrees to restore the Sanitary Sewer Easement area with ¾ inch gravel 3 inches in depth.
 6. The City acknowledges that the proposed Sanitary Sewer Easement overlaps and encroaches into a portion of PSCO's existing non-exclusive easement. The City will coordinate with PSCO prior to construction of the project.
 7. 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.
 8. 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.
 9. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
 10. 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:
Terence L. Hammer



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



Greg Canton, City Manager
Canton

Owner:
Camilla A. Hammer



EXHIBIT A

LEGAL DESCRIPTION

2945-153-00-017

SEWER EASEMENT TO THE CITY OF GRAND JUNCTION, SE-11

An Easement being a portion of the Parcel of land as described in Reception Number 1721425 located in the North Half of the Southwest Quarter of (N1/2 SW1/4) of Section 15, 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 West Quarter Corner of Section 15, whence the Southwest Corner of Section 15 bears S00°14'24"W a distance of 2655.39 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence from the said point of commencement S44°10'26"E a distance of 1511.95 feet to a point on the Western boundary line of said parcel of land as described in Reception Number 1721425 being the Point of Beginning; thence S85°36'18"E a distance of 260.72 feet to a point on the Eastern boundary line of said parcel of land described in Reception Number 1721425; thence along said Eastern boundary line S00°07'07"W a distance of 20.06 feet; thence N85°36'18"W a distance of 260.72 feet to a point on the Western boundary line of said parcel of land described in Reception Number 1721425; thence along said Western Boundary line N00°07'07"E a distance of 20.06 feet to the Point of Beginning.

Said Parcel of land CONTAINING 5,214 Square Feet or 0.12 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



G:\Data\Users\902-F1704 (Lake Road Lift Station Project)\SSNOW Acquisition\Parcel 11\Lake Road Lift Station - Parcel Easement.dwg - PLOTTED 2023-05-04

ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
R	Section	MPE	Multi-Purpose Easement
S.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	PSCO	Public Service Company Of Colorado

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.

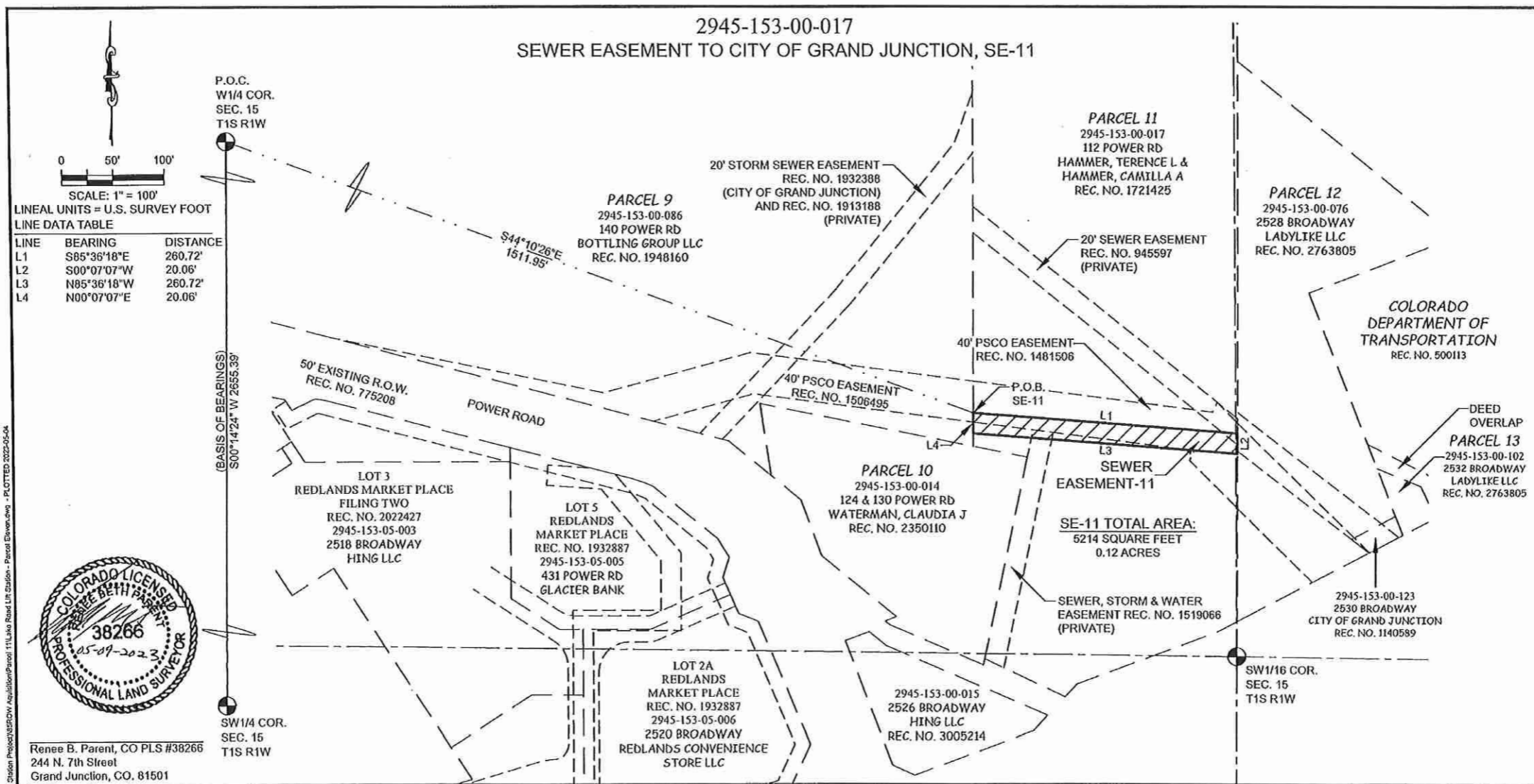
DRAWN BY: MJH
DATE: 04-25-2023
REVIEWED BY: RBP
APPROVED BY: LC
SCALE: N/A

LAKE ROAD LIFT STATION PROJECT
Located in part of the N1/2 SW1/4
Section 15, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 902-F1704

EXHIBIT B



City of Grand Junction, Colorado - Lake Road Lift Station Project - Parcel 11 - Plotted 2022-05-04

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
R.	Section
S.	Township
R.	Range
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Rec. No.	Reception Number
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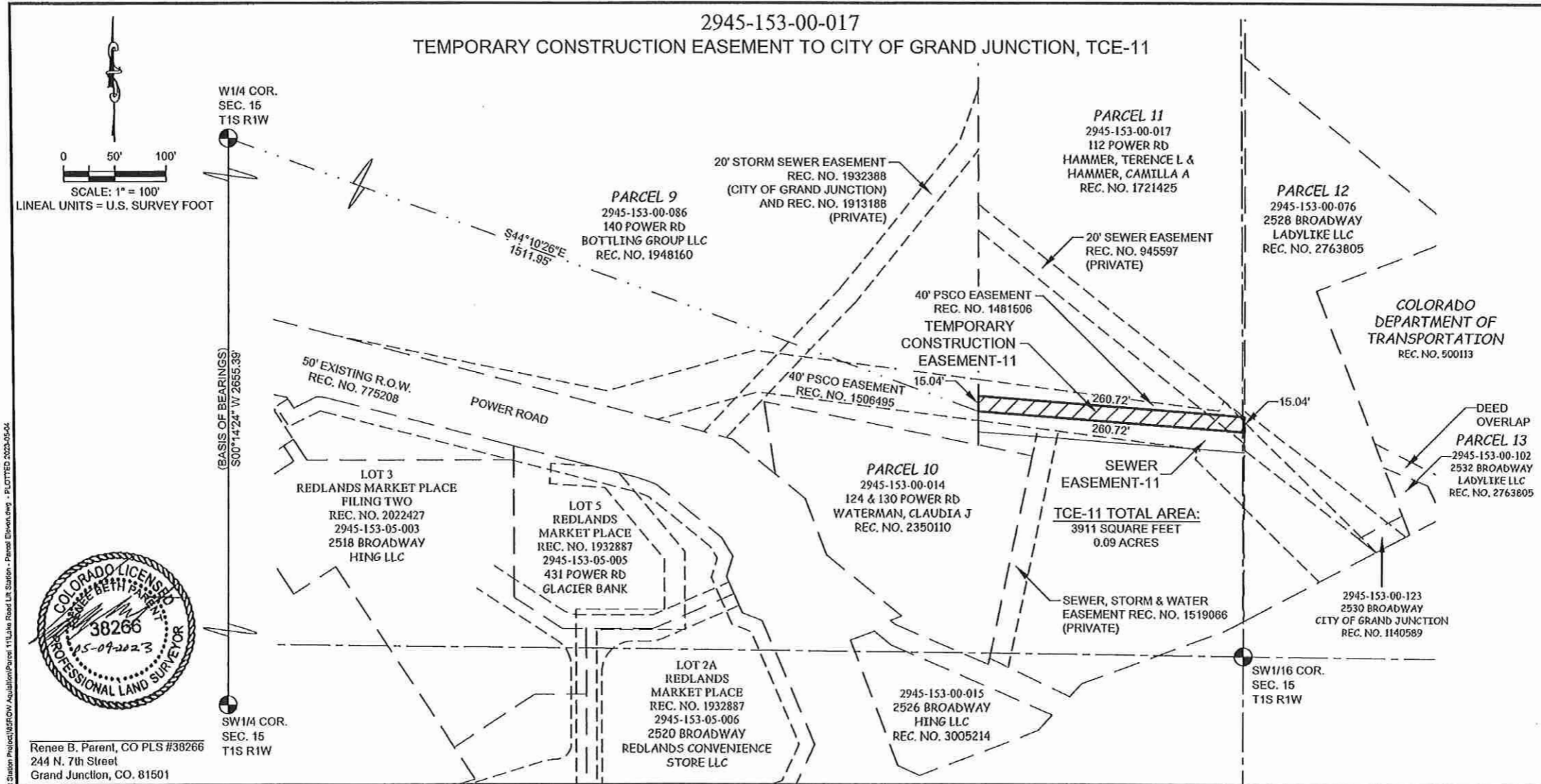
DRAWN BY:	MJH
DATE:	04-25-2023
REVIEWED BY:	RBP
APPROVED BY:	LC
SCALE:	1" = 100'

LAKE ROAD LIFT STATION PROJECT
Located in part of the N1/2 SW1/4
Section 15, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 902-1704F

EXHIBIT C



C:\Users\lpn\OneDrive\Documents\Lake Road Lift Station Project\Map\COV_Aquation\Parcel 11\Lake Road Lift Station - Parcel Elevations.dwg - PLOTTED 2023-05-04

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
R.	Section
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 DATE: 04-25-2023
 REVIEWED BY: RBP
 APPROVED BY: LC
 SCALE: 1" = 100'

LAKE ROAD LIFT STATION PROJECT
 Located in part of the N1/2 SW1/4
 Section 15, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



**PUBLIC WORKS
 ENGINEERING DIVISION**
 PROJECT NO. 902-1704F

GRANT OF SANITARY SEWER EASEMENT

Terence L. Hammer & Camilla A. Hammer, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, for the use and benefit of the Lake Road Lift Station, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Easement for the installation, operation, maintenance and repair of sanitary sewer facilities, installation and maintenance of roadway for ingress and egress, and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Sanitary Sewer Easement that is the subject of this instrument.

Said Parcel being a part of Mesa County Assessor Parcel No. 2945-153-00-017

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. The Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with, and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted.

Grantor shall not perform any act or permit the performance of any act that could be detrimental to Grantee's installation, operation, maintenance and repair of Grantee's sanitary sewer facilities and related appurtenances. In the event Grantor installs or permits the installation of any item, fixture or obstacle that Grantee determines is detrimental to Grantee's installation, operation, maintenance and repair of Grantee's sanitary sewer facilities and related appurtenances, Grantee has the right to require Grantor to remove such item, fixture or obstacle from the Easement.

If Grantor does not remove such item, fixture or obstacle, Grantee may remove such item, fixture or obstacle without any liability or obligation for the repair or replacement thereof, and charge the Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the item, fixture or obstacle, Grantee will not be liable for any damage to the item fixture or obstacle or any other property to which they are attached.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons claiming the whole or any part thereof, by, through or under Grantor.

Executed and delivered this 21st day of February, 2024.

Owner:
Terence L. Hammer

Terence L. Hammer

Owner:
Camilla A. Hammer

Camilla A. Hammer

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of February, 2024, by Terence L. Hammer & Camilla A. Hammer.

Witness my hand and official seal.

My Commission Expires: 9/13/2025

Richard B. Pittenridge
Notary Public

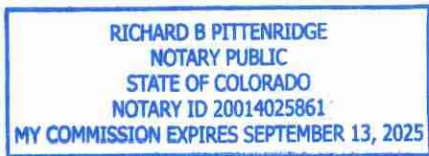


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Said Parcel of land CONTAINING 5,214 Square Feet or 0.12 Acres, more or less, as described.

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



G:\Data\Landpro\902-F1704 (Lake Road Lift Station Project)\SRROW Acquisition\Parcel 11\Lake Road Lift Station - Parcel Eleven.dwg - PLOTTED 2023-05-04

ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
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DATE: 04-25-2023
REVIEWED BY: RBP
APPROVED BY: LC
SCALE: N/A

LAKE ROAD LIFT STATION PROJECT
Located in part of the N1/2 SW1/4
Section 15, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado

CITY OF
Grand Junction
COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. 902-F1704

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

112 Power Road, Grand Junction, CO 81507

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 21st day of February 2024 by and between **Terence L. Hammer & Camilla A. Hammer**, hereinafter referred to as "Owner" whose address is 112 Power Road, Grand Junction, CO 81507, and the **City of Grand Junction, a Colorado home rule municipality**, hereinafter referred to as "City," whose address is 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "City".

RECITALS:

- A. The City Council of the City has determined that constructing improvements for the Lake Road Lift Station, which includes retiring the Ridge's #1 Lift Station and Brach's Market Lift Station, construction of a new consolidated lift station south of Lake Road between Mitchell Road and Grant Road, and installation of new sanitary sewer lines and necessary appurtenances from approximately Highway 340 to the new Lake Road Lift Station site, from the Lake Road Lift station site to Power Road, and east across the Highway 340 bridge (Colorado River) to connect with existing sewer facilities (collectively, the "Project") is necessary for the health, safety and welfare of the inhabitants of the City.
- B. Owner is the owner of the parcel of land with an address of 112 Power Road, Grand Junction, CO 81507 as identified in the document recorded with Reception Number 1721425, in the Mesa County Clerk and Recorder's records ("Owner's Property"). The Project shall include the installation of some of the improvements on or adjacent to Owner's Property.
- C. To facilitate prudent and proper completion of the Project improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owner hereby grants and conveys to the City one (1) Temporary Construction Easement within the limits of the Owner's Property as depicted on the attached **Exhibit "A"** which is incorporated herein ("Easement Area"), to allow access for workers and equipment to facilitate installation, repair, and replacement of improvements associated with the Project during the term specified in paragraph 2.
2. The term of the City's use of the Temporary Construction Easement herein granted is nonexclusive, except that the Owner agrees that Owner or its successors, heirs, or assigns, shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access, use or operation within the Easement without first obtaining written consent of the City's Manager or City's Utilities Director. The Temporary Construction Easement shall commence with written notice presented at least 48 hours prior to the commencement to Owner at Owner's address above by ordinary US mail (presentation complete upon mailing) or in person and shall expire at midnight 18 months from the date of presentation of the written notice to Owner.
3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. Owner shall be responsible for informing any successor, heir, or assignee of this Agreement.

4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, except the City shall have no obligation to repair or replace any improvements, vegetation, trees or surface cover that were acquired by City as consideration for this Easement and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated 2/21/2024.
5. This Agreement otherwise embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors, heirs and authorized assigns of both parties.

Dated the day and year first above written.

Owner:
Terence L. Hammer

Terence L. Hammer

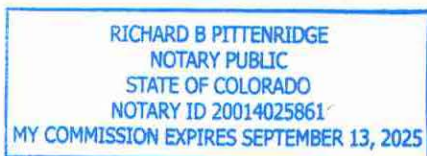
Owner:
Camilla A. Hammer

Camilla A. Hammer

State of Colorado)
)ss.
 County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of February 2024 by Terence L. Hammer & Camilla A. Hammer.

My commission expires 9-13-2025.
 Witness my hand and official seal.

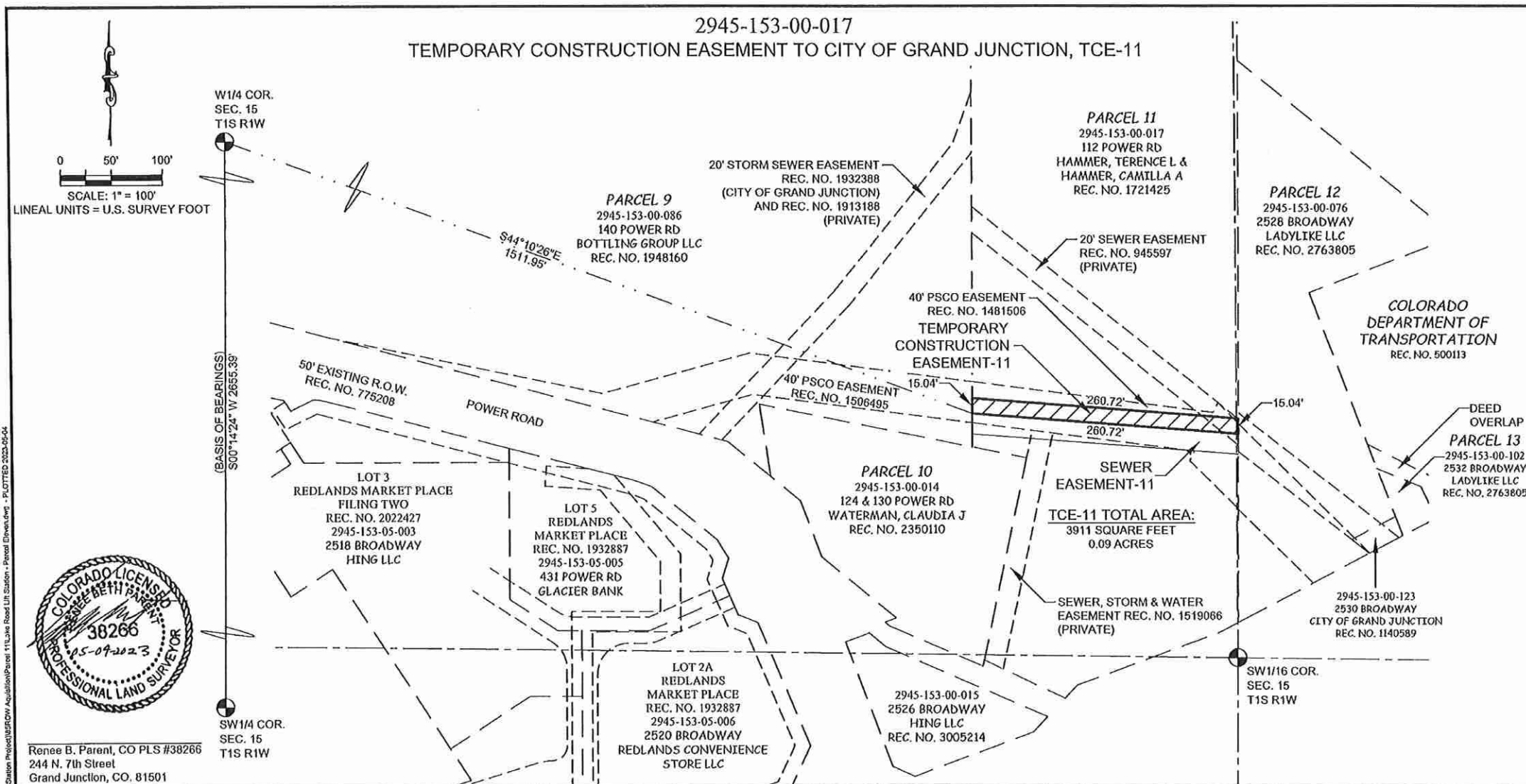


Richard B Pittenridge
 Notary Public

City of Grand Junction,
 a Colorado home rule municipality:

Greg Caton
 Greg Caton, City Manager

EXHIBIT A



Renee B. Parent, CO PLS #38266
 244 N. 7th Street
 Grand Junction, CO. 81501

ABBREVIATIONS	
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 Located in part of the N1/2 SW1/4
 Section 15, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



**PUBLIC WORKS
 ENGINEERING DIVISION**
 PROJECT NO. 902-1704F

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