

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: N/A
	Description: Highway 50 at Palmer Street Intersection Improvements
	Owner(s): Rafael Rendon
	Parcels: TE-1

This Memorandum of Agreement (“Agreement”) is made and entered into this 5TH day of March, 2025, by and between **Rafael Rendon** 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 implementation of the Highway 50 at Palmer Street Intersection Improvements project (“Project”). The Project involves safety enhancements at the Highway 50 intersections with Palmer Street and Linden Street. The project includes constructing a signalized intersection with turn lanes, crosswalks, median modifications, and changes to the B ¼ Road access. Construction is expected to commence in 2025.
- B. The Owner owns certain real property within the limits of the Project located at 757 S Highway 50 in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-261-23-014, 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. TCE-1: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 1,619 square feet (0.037 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit “A”. The City’s required duration of use for Parcel No. TCE-1 is 12 months.

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

- D. The City reviewed and approved a value finding prepared by TRS to estimate 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. TE-1:	1,619 sq.ft. @ \$11.00/sq.ft. x 10% x 1 year	= 1,780.90
	Total Land & Easement Value	= \$1,780.90
Improvements:		
	• N/A	
	Total Improvements Contributory Value	= \$0.00
	Total Consideration(rounded) = \$1,800.00	

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 Temporary Construction Easement Agreement for Parcel No. TE-1.
 - c. One (1) completed and executed Federal Form W-9.
 - d. 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. 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.
6. 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.
7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
8. 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:



Rafael Rendon

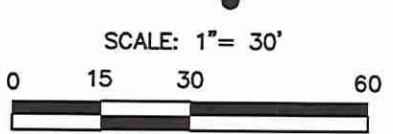
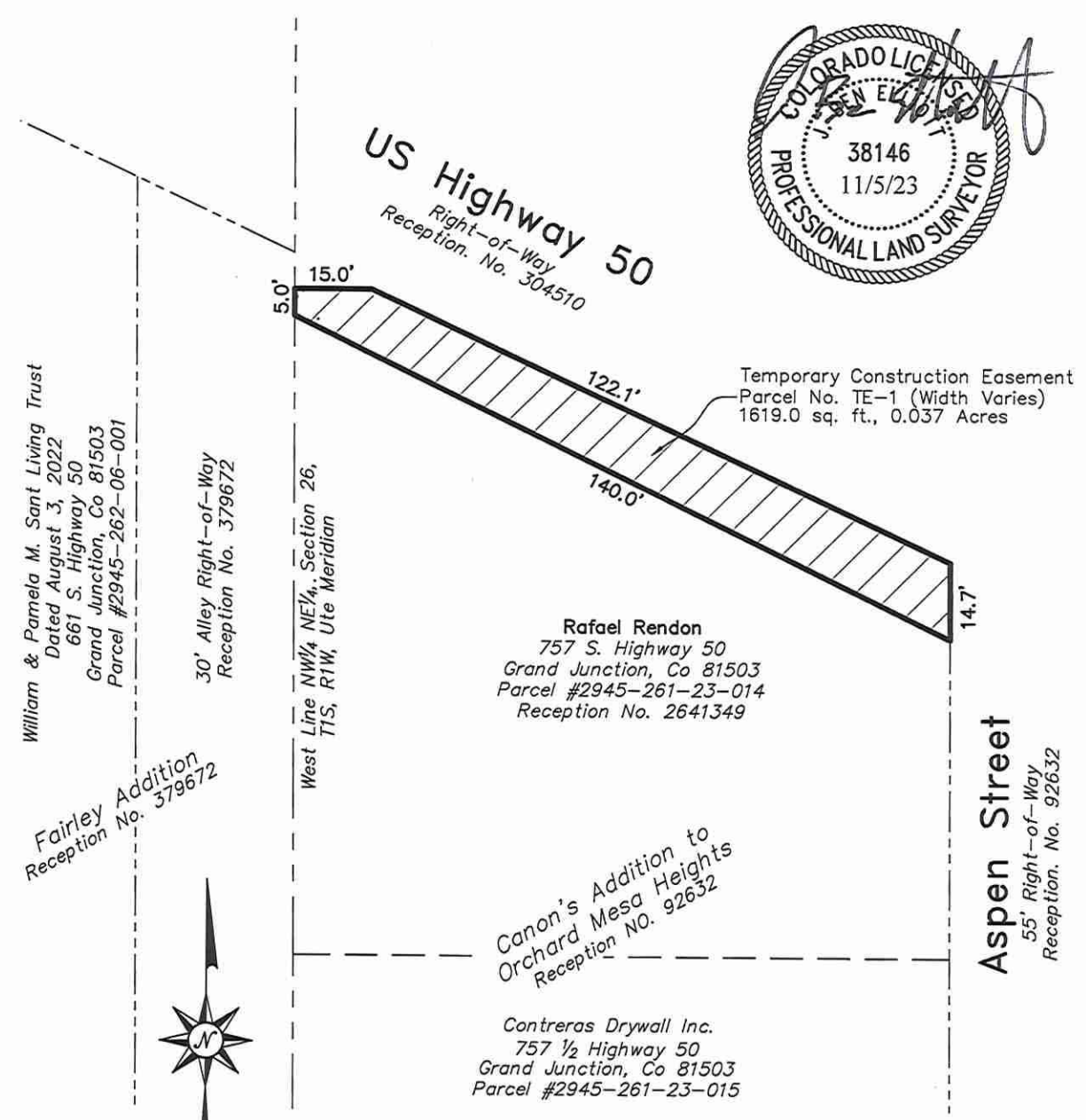
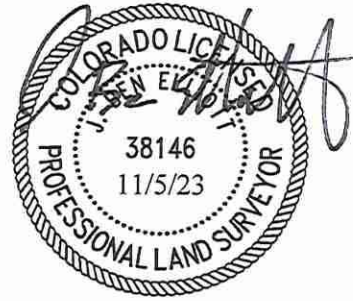
**The City of Grand Junction,
a Colorado home rule municipality:**



Michael P. Bennett, City Manager

EXHIBIT A

Temporary Construction Easement Parcel No. TE-1
2945-261-23-014



High Desert Surveying, Inc.

591 25 Road, Suite B1
Grand Junction, Colorado 81505
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 23-21	Surveyed	Drawn	APP'D	SHEET	OF
DATE: 11/5/2023	BO/SG	BE		1	1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

757 S Highway 50, Grand Junction, CO 81503

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 5TH day of March 2025 by and between **Rafael Rendon**, hereinafter referred to as "Owner" whose address is 1183 County Road 22, Montrose, CO 81403, 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 has determined that constructing improvements for Highway 50 at Palmer Street, which includes the installation, replacement, repair and upgrade of roadway improvements including but not limited to the construction and installation of a signalized intersection with turn lanes, crosswalks, median modifications, changes to the B $\frac{3}{4}$ Road access and public utilities including but not limited to, electric power, irrigation, potable water, storm sewer and sanitary sewer (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 757 S Highway 50, Grand Junction, CO 81503 as identified in the document recorded with Reception Number 2641349, 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 Easements 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 Areas or interfere with City's access, use or operation within the Easements without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction Easements 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 24 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 March 5, 2025
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:

Rafael Rendon
Rafael Rendon

State of COLORADO)
)ss.
County of Montrose)

The foregoing instrument was acknowledged before me this 25 day of FEBRUARY 20 by Rafael Rendon.

My commission expires JULY 15, 2026
Witness my hand and official seal.

Lupe Velasquez
Notary Public

City of Grand Junction,
a Colorado home rule municipality:

Michael P. Bennett
Michael P. Bennett, City Manager

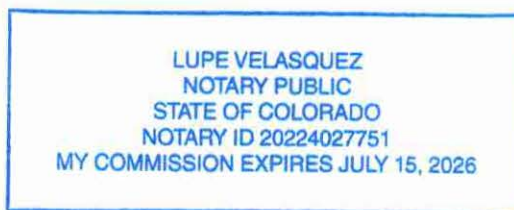
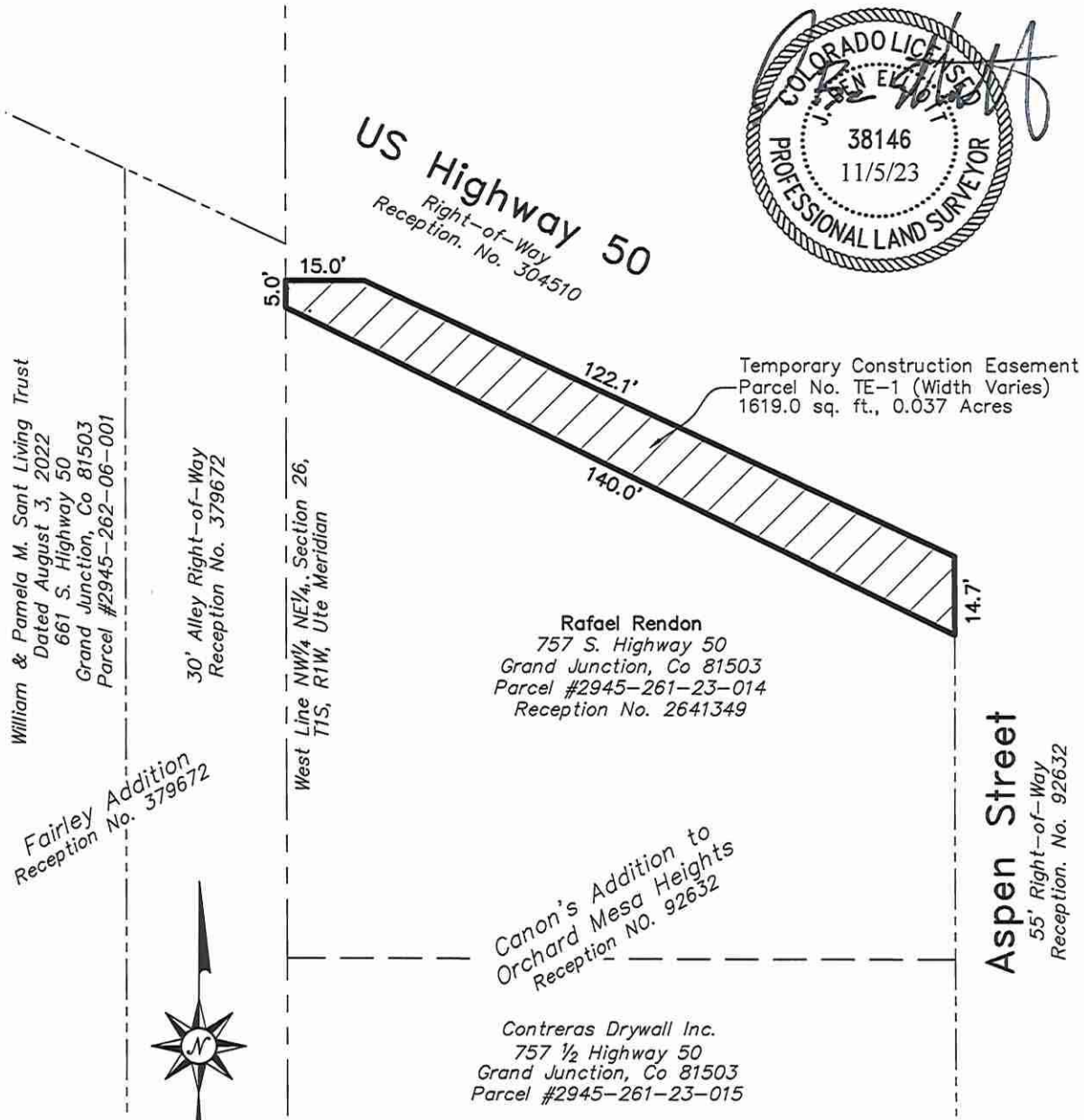


EXHIBIT A

Temporary Construction Easement Parcel No. TE-1
2945-261-23-014



SCALE: 1" = 30'



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