

CITY OF GRAND JUNCTION MEMORANDUM OF AGREEMENT	Project Code: 25359	Parcel No: TCE-9
	Project No: RMS M555-037 / SA# 25359-RMS	
	Location: CROSBY AVENUE & BASE ROCK STREET (WEST MAIN STREET – AMERICAN WAY)	
	County: MESA	

This agreement made on (date) July 31, 2025 is between the City of Grand Junction for the use and benefit of the City of Grand Junction (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) County of Mesa (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): N/A	Sq.ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Permanent and Slope Easements (described in attached exhibits): N/A	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Temporary Easements (described in attached exhibits): TCE-9	3,032 Sq.ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$3,335.20
Improvements: Project will replace impacted improvements		\$0.00
Damages: None.		\$0.00
Total Fair Market Value / Just Compensation		\$3,335.20
Less Credit		\$0.00
Gross Total (rounded)		\$3,340.00
Compromise Amount		\$700.00
Total Offer Amount		\$4,040.00

- 1. Temporary Easement:** The initial term of Grantee’s use of the Temporary Easement (TCE-9) shall be for a period of twelve (12) months. The Temporary Easement will commence at the time the Grantee’s contractor enters the temporary easement areas (“Commencement Date”). The temporary easement will terminate the sooner of: (i) notice by the Grantee that construction on the temporary easement is complete, (ii) completion of the Project, or (iii) twelve (12) months from the notice (“Initial Term”).

In the event that the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is extending the term of the Temporary Easement and the Grantor shall be paid \$43.00/week for such extended exclusive Temporary Easement term (“Extended Term”).

- The enclosed exhibit “B” depicts the driveway that will be reconstructed as part of the project to improve safety at 215 Rice Street, Grand Junction, CO 81501.
- Grantee agrees to provide reasonable access to the Grantor’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the Grantee and Grantor.
- Grantee recognizes that the Easement Property is next to a secure area and that an emergency may arise during the life of the temporary construction easement. Grantee will provide a point person for the Mesa County Sheriff’s Office to contact in case emergency access through the temporary construction is required.
- Grantee agrees that any and all work performed on the Easement Property by Grantee and its contractors and subcontractors shall be performed with due care using commonly accepted standards and techniques and taking precautions for the protection of the Easement Property and all persons, personal property and improvements located thereon. To the extent allowed by law, additional damages not compensated for or identified prior to the start of operations, to persons or property located on the Easement Property that are related to, or caused directly or indirectly by, the Project, shall be promptly paid for and repaired at the expense of Grantee.

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) 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;
 - 5) Will execute and deliver to GRANTEE those documents indicated below;
 - 6) 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.

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:

- | | |
|---|--|
| <input type="checkbox"/> General Warranty Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Reception: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Reception: | <input checked="" type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify) | |
| <input type="checkbox"/> Title Company to prepare documents except: | |

Order Warrant \$4,040.00	Payable to: County of Mesa
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Order Warrant \$	Payable to:
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Real Estate Specialist <i>Shawn Burd</i> <i>Mesa County Commissioner</i> <i>to Convey Real Estate</i> <i>Right-of-Way Agent</i>	GRANTOR signature	Attach form W-9
	<i>[Signature]</i>	
	GRANTOR signature	Attach form W-9
	GRANTOR signature	Attach form W-9

GRANTEE signature
(City of Grand Junction Representative)

[Signature]

PARCEL NO. 2945-154-32-003
TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-9

Legal Description

A parcel of land being a portion of Reception Number 1761824, located in Lot 2, Mesa County Justice Center located in a part of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section 15, Township 1 South, Range 1 West, Ute Meridian, Grand Junction, County of Mesa, State of Colorado being more particularly described as follows:

Commencing at the NW corner of said Lot 2, whence the Center Quarter corner (C1/4) of said Section 15 bears N69°14'08"W, a distance of 1295.96 feet using the Mesa County Local Coordinate System (MCLCS) with all other bearings contained herein being relative thereto; thence from said Point of Commencement S40°44'35"E, a distance of 362.75 feet along the westerly line of said Lot 2 and the easterly right-of-way line of Crosby Avenue to the Point of Beginning;

thence N49°15'25"E, a distance of 17.02 feet; thence N00°18'36"W, a distance of 35.00 feet; thence N89°41'24"E, a distance of 35.00 feet; thence S00°18'36"E, a distance of 102.32 feet to a point on said easterly right-of-way line of Crosby Avenue; thence N40°44'35"W, a distance of 73.94 feet along said easterly line to the Point of Beginning.

The purpose of the above described parcel of land is for a temporary construction easement for the Base Rock Street and Crosby Avenue roadway improvements.

Said parcel of land containing 3,032 square feet or 0.070 acres more or less.

Authored by: Alexandre B. Lheritier, CO PLS #38464
City Surveyor, City of Grand Junction
244 North 7th Street
Grand Junction, CO 81501
(970) 254-3847

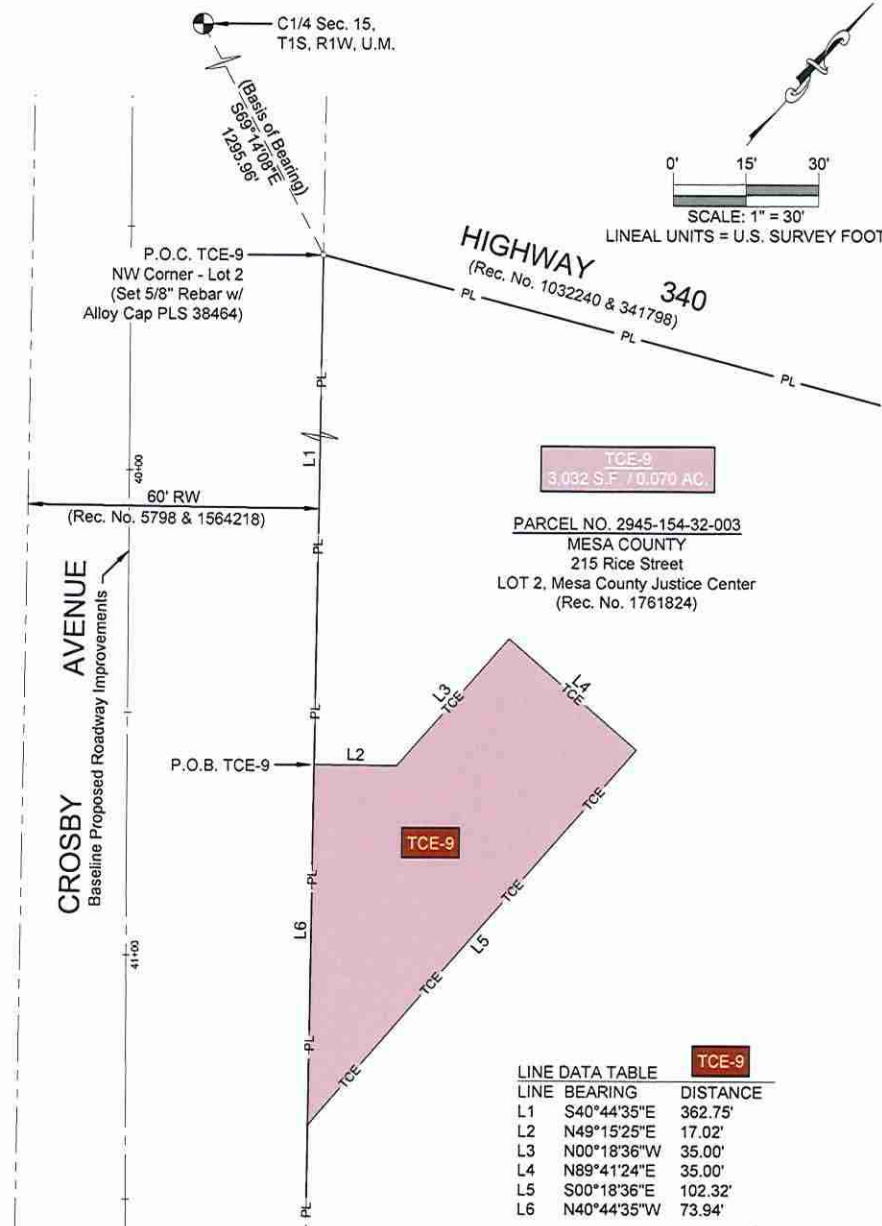


Drawn By: NCW
Date: 04/03/25
Reviewed By: ABL
Approved By: WC

Portion of Parcel No. 2945-154-32-003
Located in the NE1/4SE1/4
Section 15, T1S, R1W, Ute Meridian,
Grand Junction, County of Mesa, State of Colorado

CITY OF
Grand Junction
COLORADO
Engineering & Transportation Department
244 North 7th Street - Grand Junction, Co. 81501

PARCEL NO. 2945-154-32-003
TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. TCE-9



TCE-9
 3,032 S.F. / 0.070 AC.

PARCEL NO. 2945-154-32-003
 MESA COUNTY
 215 Rice Street
 LOT 2, Mesa County Justice Center
 (Rec. No. 1761824)

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S40°44'35"E	362.75'
L2	N49°15'25"E	17.02'
L3	N00°18'36"W	35.00'
L4	N89°41'24"E	35.00'
L5	S00°18'36"E	102.32'
L6	N40°44'35"W	73.94'

ABBREVIATIONS / LEGEND

P.O.C.	Point of Commencement	PL	Property Line	————— PL —————
P.O.B.	Point of Beginning	TCE	Temporary Construction Easement	————— TCE —————
S.F.	Square Feet	RW	Right-of-Way Line	----- RW -----
AC.	Acres	EE	Existing Easement Line	----- EE -----
T	Township	Sec.	Section Line	----- Sec. -----
R	Range	ALC	Alloy Cap	○ ALC ○
U.M.	Ute Meridian	○	Found Property Evidence	○ ○
Rec. No.	Reception Number	MPE	Multi-Purpose Easement	----- MPE -----



Alexandre B. Lheritier, CO PLS #38464
 244 N. 7th Street
 Grand Junction, CO. 81501

Drawn By: NCW
 Date: 04/03/25
 Reviewed By: ABL
 Approved By: WC

Portion of Parcel No. 2945-154-32-003
 Located in the NE1/4SE1/4
 Section 15, T1S, R1W, Ute Meridian,
 Grand Junction, County of Mesa, State of Colorado

CITY OF Grand Junction COLORADO
 Engineering & Transportation Department
 244 North 7th Street - Grand Junction, Co. 81501

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mesa County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **County Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

544 Rood Avenue

6 City, state, and ZIP code

Grand Junction, CO 81501

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

or
Employer identification number
8 4 - 6 0 0 0 7 8 3

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ Pam Noonan

DocuSigned by:

49364D213A18424...

Date ▶ 9/12/2023 | 11:31 MDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MESA COUNTY, COLORADO

Resolution No. 2025-16

**A RESOLUTION REAFFIRMING AUTHORITY OF SHAWN BURD AS
COMMISSIONER TO CONVEY REAL ESTATE AND APPOINTING MESA COUNTY
ADMINISTRATOR AND MESA COUNTY ATTORNEY AS BACKUP
COMMISSIONERS TO CONVEY**

WHEREAS, the Board of County Commissioners on January 22, 2018, Reception No. 2828151 appointed Shawn Burd as Commissioner to Convey Real Estate; and,

WHEREAS, the Board believes that it is imperative that redundant systems be in place to ensure continuity and efficiency in the workplace.

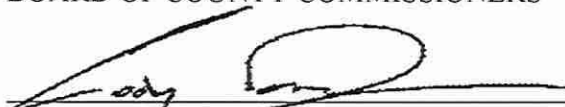
NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of County Commissioners, as of this day, hereby reaffirms their appointment to Shawn Burd, as the Commissioner to Convey Real Estate for Mesa County pursuant to C.R.S. 38-30-141 and Mesa County policies and procedures.

The Board of County Commissioners further resolves, in the absence of Shawn Burd, the Mesa County Administrator or Mesa County Attorney may serve as the secondary Commissioner to Convey per the duties as established by Resolution 2022-22.


DULY MOVED, SECONDED AND PASSES THIS 20th DAY OF MAY, 2025.

MESA COUNTY
BOARD OF COUNTY COMMISSIONERS


Cody Davis, Chair

ATTEST:




Clerk and Recorder
Mesa County, Colorado