

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Michelle R. Nixon formerly known as Michelle R. Peterson
	Parcels: MPE-23

This Memorandum of Agreement (“Agreement”) is made and entered into this 1 day of May, 2025, by and between **Michelle R. Nixon formerly known as Michelle R. Peterson** 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 is proceeding with implementation of the D ½ Road Improvement Project (“Project”). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (“Project Improvements”). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2979 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, per the warranty deed recorded at reception No. 2613257 in the records of the Mesa County Clerk and recorder as identified by Mesa County Assessor Parcel Number 2943-174-14-004, 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 interest from the Owner:

Parcel No. MPE-23: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 4,618 square feet (0.11 acres), 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 interest is referred to hereafter as the “Acquired Property” or “MPE.”

- D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser 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. MPE-23:	4,618 sq.ft. @ \$1.75sq.ft. x 75%	= \$ 6,061.00
	Total Easement Value	= \$ 6,061.00
Improvements:		
	• 14 LF Concrete Curbing	= \$84.00
	Total Improvements Contributory Value	= \$84.00
	Total Consideration (rounded)	= \$ 6,150.00

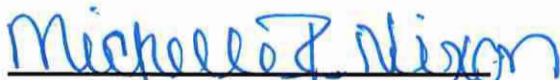
NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

- 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 Multi-Purpose Easement with warranty for Parcel No. MPE-23 as presented by the City.

- c. One (1) completed and executed Federal Form W-9 from those receiving any of the consideration.
 - d. Written consent and subordination from the beneficiary of the Deed of Trust and holder of the evidence of debt for the deed of trust recorded with the Mesa County Clerk and Recorder at Reception No. 2613258 to the MPE.
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 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.
- A. The City and Owner hereby acknowledge the existence of a Lis Pendens filed in the records of the Mesa County Clerk and Recorder with Reception No. 3084984 concerning the pending legal matter in the Mesa County District Court between Diane Peterson (Plaintiff) and the Owner (Defendant). This Lis Pendens places a formal notice on the property, and as a result, the closing of the sale cannot proceed until the Lis Pendens is fully resolved or Diane Peterson, Plaintiff releases in writing any interest Diane Peterson may have in the MPE and/or all consideration to be paid under the Agreement as deemed appropriate by the City, or the Lis Pendens is withdrawn of record. Additionally, it is acknowledged that the legal action may have the result of a portion of the proceeds from the acquisition being required to be allocated to the Plaintiff.
- B. Written consent and agreement to subordination from the beneficiary of the Deed of Trust and holder of the debt for the deed of trust recorded with the Mesa County Clerk and Recorder at Reception No. 2613258 to the MPE.
4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City deposits the total consideration set forth above into an escrow account for the benefit of the Owner, contingent upon the outstanding items in 3 above being resolved to the satisfaction of the City, with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of all terms under this Agreement, and release of the Total Consideration pursuant to the Agreement.
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:



**Michelle R. Nixon formerly known as
Michelle R. Peterson**

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



Michael P. Bennett, City Manager

EXHIBIT A

LEGAL DESCRIPTION

2943-174-14-004

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-23

A fourteen foot (14') wide parcel of land being a portion of the tract of land as described in Reception Number 2613257 located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the North line of said NE1/4 SE1/4 bears S.89°59'22"E. with all other bearings contained herein being relative thereto; thence from said point of commencement, S.00°00'20"E. a distance of 30.00 feet to the Northwest Corner of said entire tract described in Reception Number 2613257 being Point of Beginning;

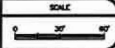
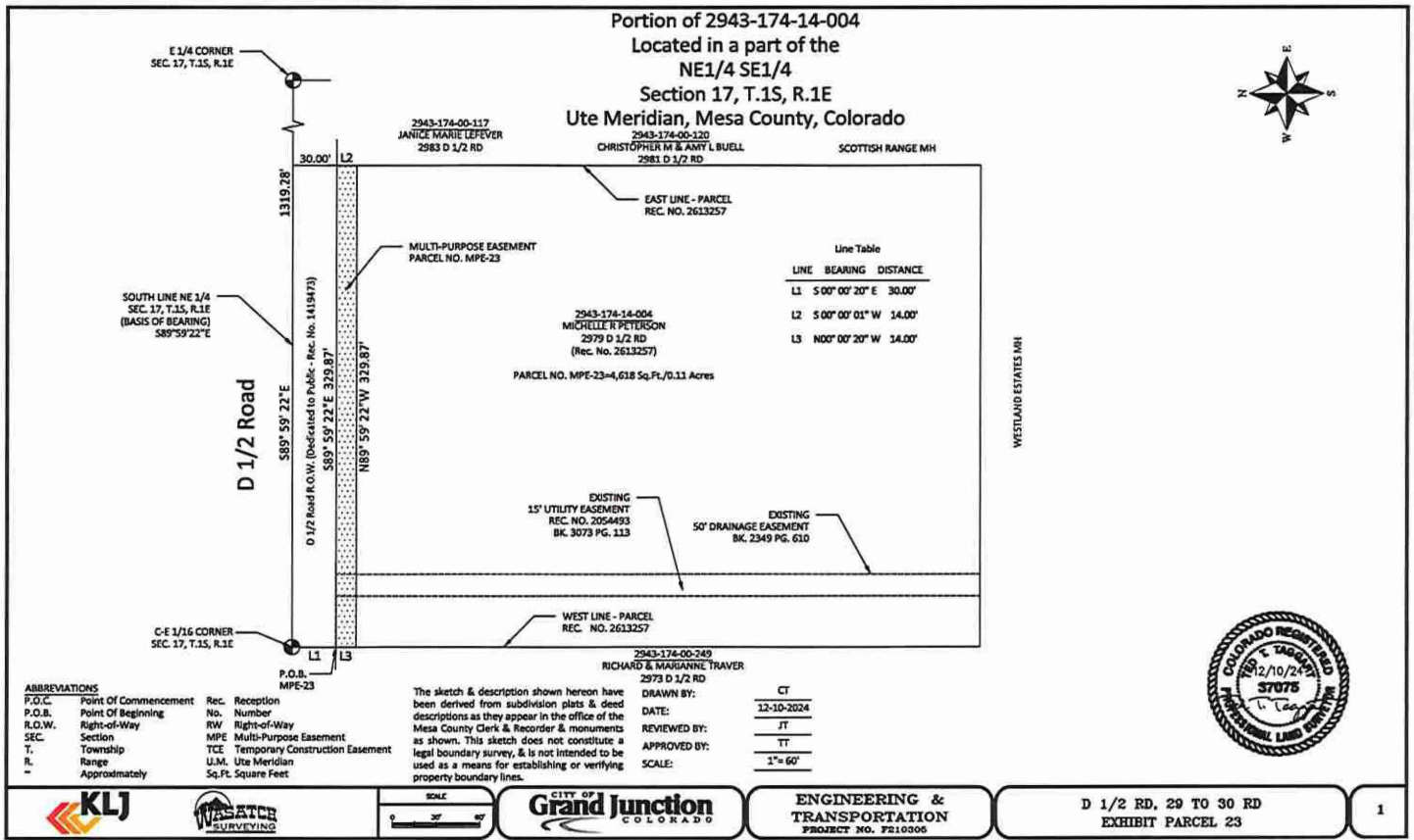
Thence S.89°59'22"E. along the north line of said entire tract, a distance of 329.87 feet to the Northeast corner of said entire tract; thence S.00°00'01"W. along the east line of said entire tract a distance of 14.00 feet; thence N.89°59'22"W. a distance of 329.87 feet to a point in the west line of said entire tract; thence N.00°00'20"W. along said west line, a distance of 14.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 4,618 Square Feet or 0.11 Acres, more or less, as described.

Authored by: Ted T. Taggart, PLS #37075
Wasatch Surveying Associates
288 Vista Valley Dr
Fruita, CO, 81521



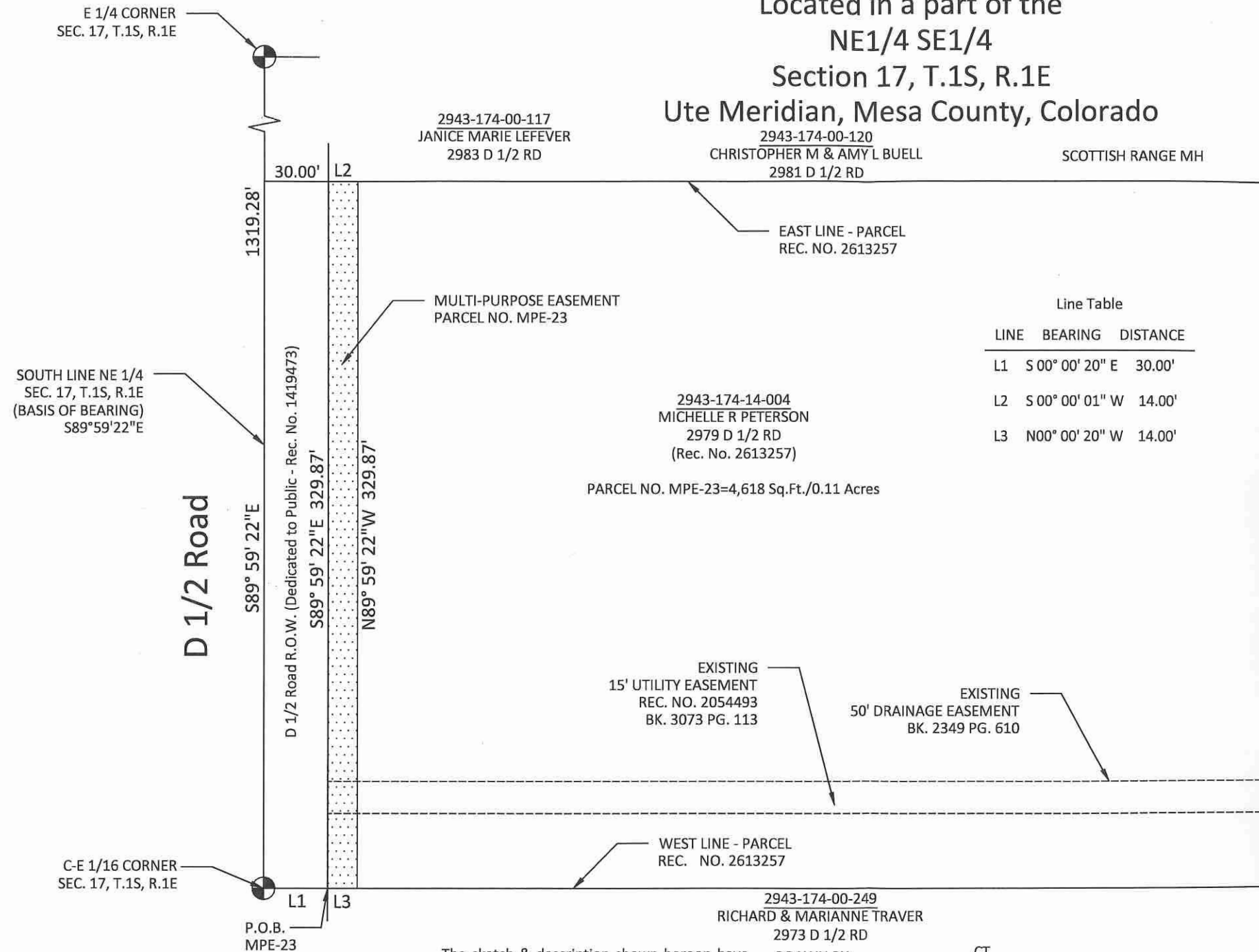
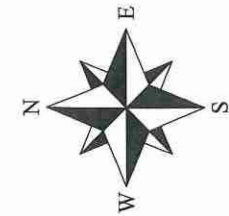
EXHIBIT B



D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 23

EXHIBIT B

Portion of 2943-174-14-004
 Located in a part of the
 NE1/4 SE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



Line Table

LINE	BEARING	DISTANCE
L1	S 00° 00' 20" E	30.00'
L2	S 00° 00' 01" W	14.00'
L3	N 00° 00' 20" W	14.00'

2943-174-14-004
 MICHELLE R PETERSON
 2979 D 1/2 RD
 (Rec. No. 2613257)
 PARCEL NO. MPE-23=4,618 Sq.Ft./0.11 Acres

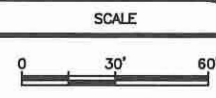
2943-174-00-249
 RICHARD & MARIANNE TRAVER
 2973 D 1/2 RD

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
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

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: CT
 DATE: 12-10-2024
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1" = 60'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 23

GRANT OF MULTI-PURPOSE EASEMENT

Michelle R. Nixon formerly known as Michelle R. Peterson, 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**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair of said utilities and appurtenances, 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, , 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 Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-174-14-004

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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. 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 install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles 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 whomsoever.

Executed and delivered this 28 day of April, 2025.

Michelle R. Nixon

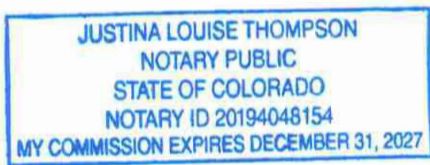
Michelle R. Nixon formerly known as Michelle R. Peterson

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 28 day of April, 2025, by Michelle R. Nixon formerly known as Michelle R. Peterson.

Witness my hand and official seal.

My Commission Expires: 12-31-2027



[Signature]
Notary Public

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Wasatch Surveying Associates
288 Vista Valley Dr
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Consent to Easement

First Guaranty Mortgage Corporation, its successors and assigns, with an address of c/o Carrington Mortgage Services, LLC 1600 South Douglass Road, Anaheim, CA 92806, as the current holder of that certain Deed of Trust granted by Michelle R. Peterson, dated May 30, 2012, and recorded June 5, 2012 at Reception No. 2613258 in the Office of the Clerk and Recorder of Mesa County, Colorado which encumbers the property described in said Deed of Trust, does hereby consent to the Grant of Multi-Purpose Easement to the City of Grand Junction, Colorado and agrees that said easement shall be superior to the lien of First Guaranty Mortgage Corporation. *Recorded at Reception No. 3140172.*

Signed this 28th day of October, 2025.

First Guaranty Mortgage Corporation
By Carrington Mortgage Services, LLC it's Attorney in Fact

By: 

Print Name: Elizabeth Corral

Title: Default Fulfillment Manager

SEE ATTACHED CALIFORNIA ALL PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On October 28th 2025 before me, Rebecca Payetta, Notary Public, personally appeared, **Elizabeth Corral**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE _____
REBECCA PAYETTA

PLACE NOTARY SEAL ABOVE

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

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EXHIBIT B

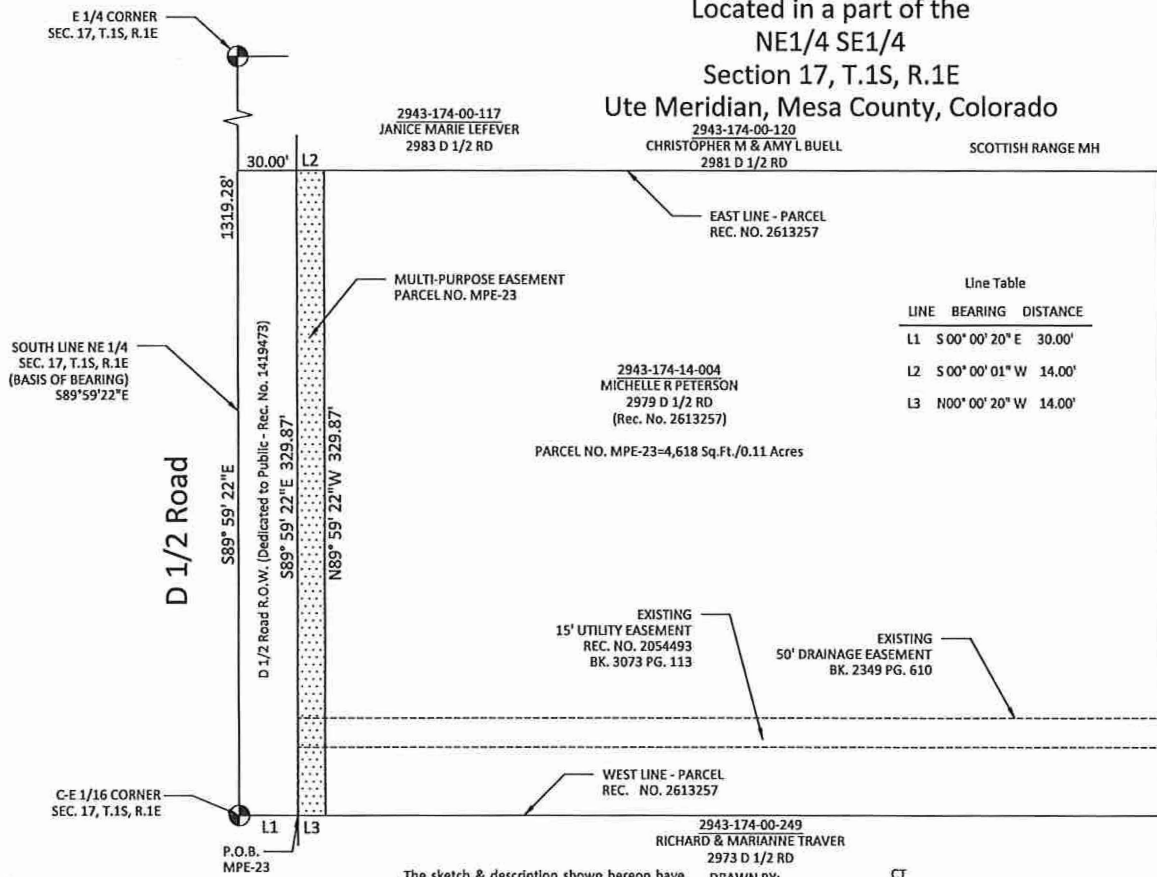
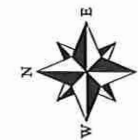
Portion of 2943-174-14-004

Located in a part of the

NE1/4 SE1/4

Section 17, T.1S, R.1E

Ute Meridian, Mesa County, Colorado



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WESTLAND ESTATES MH

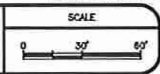
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RICHARD & MARIANNE TRAVER
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D 1/2 RD, 29 TO 30 RD
EXHIBIT PARCEL 23