

CITY OF GRAND JUNCTION

MEMORANDUM OF AGREEMENT

Parcel No: TCE-6

Project: CROSBY UTILITY RELOCATION

Location: CROSBY AVENUE

County: MESA

This agreement made on (date) *February 19th*, 20*25* 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) Grand River Mosquito Control District (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): <i>N/A</i>	Sq.ftO/acresD	\$0.00
Permanent and Slope Easements (described in attached exhibits): <i>N/A</i>	Sq.ftO/acresD	\$0.00
Temporary Easements (described in attached exhibits): TCE-6	3,988 Sq.ft[gj/acresD	\$2,193.40
Improvements: 9 Small Trees, 40 Small Bushes, 2,517 SF Rock Ground Cover		-\$17,108.10
Damages: None.		\$0.00
Total Fair Market Value/ Just Compensation		-\$19,301.50
Less Credit		\$0.00
Gross Total (rounded)		-\$19,310.00
Additional consideration for incentive payment to Grantor if Agreement signed by Grantor on or before January 31, 2025, per the terms stated below in "Other Conditions"		-\$2,000.00
Total Offer Amount		\$2,193.40

- Incentive:** GRANTOR is hereby advised GRANTEE, its employees, contractors, or representatives, is seeking to accelerate the project to more quickly provide improvements to the public. Therefore, it is understood and agreed that this agreement includes a one-time incentive payment in the amount of **\$2,000.00**. This incentive is only applicable if (i) properly executed by GRANTOR, and (ii) received by GRANTEE or its representatives on or before 5 p.m. Mountain Standard Time **January 31, 2025** (Deadline). If GRANTEE or its representative does not receive the executed agreement by the Deadline, the incentive is no longer applicable.
- Temporary Easement:** The initial term of Grantee's use of the Temporary Easement (TCE-6) shall be for a period of six (6) 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) six (6) 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 \$84.00/week for such extended exclusive Temporary Easement term ("Extended Term").

The GRANTOR:

- 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;
- Agrees the amount of money and/or compensation listed above is full consideration for the following land and easements; ~~improvements, and damages of any kind whatsoever~~. **The City of Grand Junction will replace all improvements removed or damaged as part of this project with improvements equal to or better than the existing improvements.**
- Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 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;
- Will execute and deliver to GRANTEE those documents indicated below;
- 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 ITT of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

Order Warrant \$21,310.00 \$2,193.40	Payable to: Grand River Mosquito Control District
Order Warrant \$	Payable to:
Real Estate Specialist  Name: Dylan Swanson	GRANTOR signature Attach form W-9 
	GRANTOR signature Attach form W-9 GRANTOR signature Attach form W-9
GRANTEE signature (City of Grand Junction Representative) 	

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Grand River Mosquito Control District

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions) **Local Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

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

6 City, state, and ZIP code
Grand Junction, CO 81501

7 List account number(s) here (optional)

Requester's name and address (optional)

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.

Social security number

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or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 *Teri Mow* Date 2-14-25

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they