

CITY OF GRAND JUNCTION

MEMORANDUM OF AGREEMENT

Parcel No: Cordova TCE

Project: CROSBY UTILITY RELOCATION

Location: CROSBY AVENUE

County: MESA

This agreement made on (date) 02/05, 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) Frank M. Cordova and Marcia M. Cordova (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 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 Exhibit "A"): Cordova TCE	1,027 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$513.50
Improvements: 1 Medium Tree, 5 Small Bushes, 175 SF Grass, 175 SF Irrigation System		\$2,706.17
Damages: None.		\$0.00
Total Fair Market Value / Just Compensation		\$3,219.67
Less Credit		\$0.00
Gross Total (rounded)		\$3,220.00
Additional consideration for incentive payment to Grantor if Agreement signed by Grantor on or before February 24, 2025, per the terms stated below in "Other Conditions"		\$1,000.00
Total Offer Amount		\$4,220.00

- 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 **\$1,000.00**. 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 **February 24, 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 If GRANTEE or its representative does not receive the executed agreement by the Deadline, the incentive is no longer applicable.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 (Cordova TCE) 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 \$20.00/week for such extended exclusive Temporary Easement term ("Extended Term").
- Grantor grants a right of entry to Grantee and Grantee's contractor to support a utility line relocation. The Right of Entry Area is shown on the attached Exhibit "B". The Grantee's contractor will repair and restore the Right of Entry Area and return said Right of Entry Area to a condition reasonably similar to that which existed prior to the Grantee's entry.

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, easements, improvements, and damages of any kind whatsoever;
- 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;

- 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.

Order Warrant \$4,220.00	Payable to: Frank M. Cordova and Marcia M. Cordova
Order Warrant \$	Payable to:
Real Estate Specialist <i>Candy Christen</i> Name: Candy Christen	GRANTOR signature <i>02/05/2025</i> Attach form W-9 <i>Frank M. Cordova</i> Frank M. Cordova
	GRANTOR signature <i>02/05/2025</i> Attach form W-9 <i>Marcia M. Cordova</i> Marcia M. Cordova
	GRANTOR signature Attach form W-9
GRANTEE signature (City of Grand Junction Representative) <i>[Signature]</i>	

Exhibit "A"

Temporary Construction Easement – Cordova

A parcel of land located in the NW1/4 of the SE1/4 of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as:

The east 10 feet of Parcel No. 2945-154-11-010 (Address: 401 W. Grand Ave., Reception No. 2912774), being a portion of Lots 1-3, Block 7, Carpenter's Subdivision No. 2 (Reception No. 9732) and a portion of the vacated south 30' of W Grand Ave. (Parcel No. 9, Ordinance No. 4040, Reception No. 2369143)

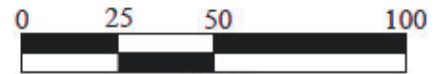
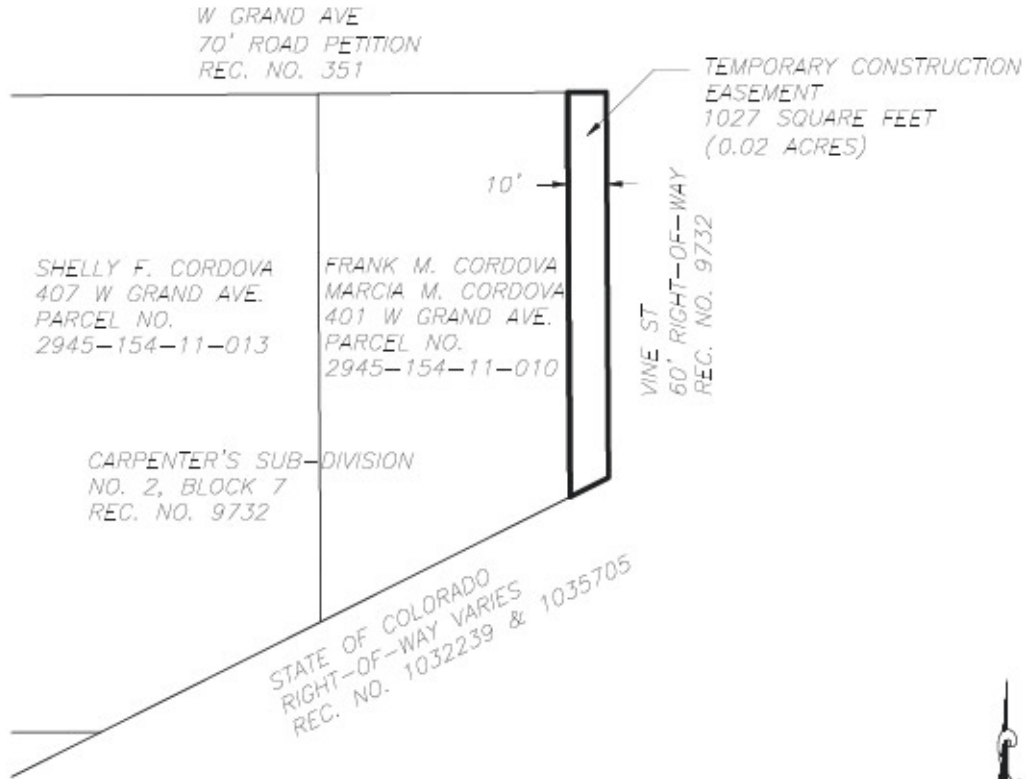
Parcel contains 1027 square feet, more or less.

Description prepared by:
Alex Lheritier, PLS 38464
City of Grand Junction
244 N. 7th Street
Grand Junction, CO 81501



Exhibit "A"

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
401 West Grand Avenue, Grand Junction, CO 81501



1"=50'

Linear units are U.S. Survey Foot



Alexandre B. Lheritier
Colorado PLS 38464

LEGEND:

- PARCEL LINE
- EASEMENT LINE

PROJECT NO. F210205 | DATE: 08/19/2024

CITY OF
Grand Junction
COLORADO

ENGINEERING AND
TRANSPORTATION DEPARTMENT

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

Exhibit "B"

