

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS <b>MEMORANDUM OF  AGREEMENT</b>	Project No.: F210306
	Description: F ½ Road Parkway Improvement Project
	Owner(s): Leo Grap & Lorie Grap
	Parcels: RW-17A, RW-17B, RW-17C, MPE-17A, MPE-17B, TCE-17A, TCE-17B

This Memorandum of Agreement ("Agreement") is made and entered into this 5<sup>th</sup> day of October, 2022, by and between Leo Grap & Lorie Grap, hereinafter referred to as "the Owners", 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 F ½ Road Parkway Improvement Project ("Project"). The Project will create a fully developed street section from 24 Road on the west to 25 Road on the east. The project will also add street improvements to 25 Road from Patterson Road on the south to Waite Avenue on the north. Improvements include additional travel lanes, auxiliary lanes, facilities to accommodate pedestrian and bicycle mobility, storm drainage facilities, street lighting, landscaped medians and parkways, and a new roundabout at the intersection of F ½ Road Parkway and 24 ½ Road ("Project Improvements"). The City Council of the City has determined that the Project is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. All costs associated with installation of the Project Improvements will be borne by the City.
- B. The Owners own certain real property within the limits of the Project located at 645 25 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-044-00-119, hereinafter referred to as "the Owners' 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 Owners:

**Parcel No. RW-17A:** A parcel of land in fee simple to be used as public right of way for the F ½ Road Parkway and for the realignment of 25 Road, containing a total area of 14,078 square feet (0.32 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"; and also

**Parcel No. RW-17B:** A parcel of land in fee simple to be used as public right of way for 25 Road Court, containing a total area of 1,716 square feet (0.04 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "C" and depicted on the accompanying graphic illustration labeled Exhibit "D"; and also

**Parcel No. RW-17C:** A parcel of land in fee simple to be used as public right of way for 25 Road Court, containing a total area of 1,803 square feet (0.04 acres), more or less, all of which is located within the open, used and historic right-of-way for 25 Road as more particularly described in the accompanying legal description labeled Exhibit "E" and depicted on the accompanying graphic illustration labeled Exhibit "F"; and also

**Parcel No. MPE-17A:** A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, and grade structures, containing a total area of 2,664 square feet (0.06 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "G" and depicted on the accompanying graphic illustration labeled Exhibit "H"; and also

**Parcel No. MPE-17B:** A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, and grade structures, containing a total area of 2,240 square feet (0.05 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "I" and depicted on the accompanying graphic illustration labeled Exhibit "J"; and also

**Parcel No. TCE-17A:** A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 954 square feet (0.02 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "K". The City's required duration of use for Parcel No. TCE-17A is 12 months; and also

**Parcel No. TCE-17B:** A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 800 square feet (0.02 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "L". The City's required duration of use for Parcel No. TCE-17B is 12 months.

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

- 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 Owners 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. RW-17A:	14,078 sq.ft. @ \$4.20/sq.ft.	= \$59,128.00
Parcel No. RW-17B:	1,716 sq.ft. @ \$4.20/sq.ft.	= \$ 7,207.00
Parcel No. RW-17C:	1,803 sq.ft. @ \$0.21/sq.ft.	= \$ 379.00
Parcel No. MPE-17A:	2,664 sq.ft. @ \$4.20/sq.ft. x 50%	= \$ 5,594.00
Parcel No. MPE-17B:	2,240 sq.ft. @ \$4.20/sq.ft. x 50%	= \$ 4,704.00
Parcel No. TCE-17A:	954 sq.ft. @ \$4.20/sq.ft. x 7%	= \$ 281.00
Parcel No. TCE-17B:	800 sq.ft. @ \$4.20/sq.ft. x 7%	= \$ 235.00
Metal Shed:	\$11,845 less 85% depreciation	= \$ 1,777.00
Fencing:	\$1,794 less 30% depreciation	= \$ 1,256.00
<u>ADMINISTRATIVE SETTLEMENT:</u>		<u>= \$67,439.00</u>
<b>Total Compensation Estimate</b>		<b>= \$148,000.00</b>

**Total Consideration = \$148,000.00**

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 hereby acknowledged, the parties hereto agree as follows:


1. The Owners hereby accept the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owners 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 Owners 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 Owners to the City of:
  - a. One (1) fully executed original of this Memorandum of Agreement.
  - b. One (1) good and sufficient General Warranty Deed for Parcel Nos. RW-17A & RW-17B.
  - c. One (1) quitclaim deed for Parcel RW-17C.
  - d. One (1) good and sufficient Grant of Multi-Purpose Easements for Parcel Nos. MPE-17A & MPE-17B.
  - e. One (1) good and sufficient Temporary Construction Easement for Parcel TCE-17A.
  - f. One (1) good and sufficient Temporary Construction Easement for Parcel TCE-17B.
  - g. One (1) completed and executed Federal Form W-9.
  - h. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owners for the Owners' interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owners 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 Owners 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 Owners directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owners 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 Owners.
5. The City's contractor shall be entitled to use and occupy Parcel Nos. TCE-17A and TCE-17B as temporary construction easements for a period of twelve (12) consecutive months, beginning on the date the City's contractor first enters Parcel Nos. TCE-17A and TCE-17B, respectively, to begin construction, and expiring and terminating twelve (12) months thereafter. As a condition of

accepting this grant and conveyance of Parcel Nos. TCE-17A and TCE-17B, the City agrees to repair and restore the surface and condition of Parcel Nos. TCE-17A and TCE-17B to conditions reasonably approximate to that which existed immediately prior to entry by the City's contractor. The Owners agree to disclose the conveyance of Parcel Nos. TCE-17A and TCE-17B contemplated herein to any potential purchaser of the Owners' Property and prior to any transfer of title to the Owners' Property.

6. In consideration of additional compensation identified in the Administrative Settlement in Recital D above, the Parties further agree as follows:
  - a. The City has acquired and will remove/demolish the shed located within the Acquired Property in conjunction with the Project. The Administrative Settlement includes additional compensation to Owners to replace the acquired shed with a functional equivalent at the Owners' discretion.
  - b. The City will re-set, or replace in kind, fences existing at the time of Project construction if disturbed during the course of Project construction.
  - c. The Administrative Settlement includes compensation for Owners to construct a different type of fence in the future, at the Owner's discretion, behind the public improvements for 25 Road as re-aligned on the west side of the Owner's property. Upon completion of Project construction on and along the Owner's Property, the City will delineate a line whereby a fence can be constructed by the Owner if requested of the Owner(s). The Owner may not "fence-out" public improvements such as landscaping, sidewalks, fire hydrants, or any other public appurtenance or above ground utility appurtenance placed within the Multi-Purpose Easement(s) acquired herein.
  - d. During Project construction, the City will install construction fence, or fencing comparable to that which presently exists, at the limits of the City's construction easements and tie to existing cross fences to provide similar perimeter security to that which presently exists and in advance of final in-kind fence placement behind the public improvements.
  - e. The City will assist with procuring partial releases from the lien holders of record for right of way acquired by the City in fee simple and subordination agreement from lien holders of record for permanent easements acquired by the City. This includes payment by the City for reasonable lender processing, appraisal and recording fees only.
7. 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.
8. The City shall be entitled to specific performance of this Agreement upon tender of the agreed consideration.
9. 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.
10. This Agreement is a legal instrument. The City recommends the Owners seek the advice of the Owners' own legal and/or tax counsel before signing this Agreement.
11. This Agreement may be executed in counterparts, and all such counterparts together shall constitute one and the same instrument binding on all the Parties hereto, notwithstanding that all Parties are not signatory to the original or the same counterpart.

Dated the day and year first above written.

Owners:

  
\_\_\_\_\_  
Leo Grap

  
\_\_\_\_\_  
Lorie Grap

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

  
\_\_\_\_\_  
Greg Caton, City Manager





EXHIBIT "C"

LEGAL DESCRIPTION  
2945-044-00-119  
RIGHT-OF-WAY PARCEL NO. RW-17B

A parcel of land being a portion of the land as described in Reception Number 1419872 lying in the NE1/4 SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 4, and assuming the East line of said NE1/4 SE1/4 bears S00°02'40"W with all other bearings contained herein being relative thereto; thence from said point of commencement, S00°02'40"W along said East line, a distance of 175.00 feet to the Northeast corner of said land described in Reception Number 1419872; thence N89°50'06"W along the North line of said parcel, a distance of 11.36 feet to the Northwest Corner of Right of Way Parcel RW-17C being the Point of Beginning;

thence continuing N89°50'06"W along said North line, a distance of 10.64 feet; thence S00°02'40"W a distance of 160.00 feet to a point on the South line of said parcel; thence S89°50'06"E along the South line of said parcel, a distance of 10.82 feet to the Southeast Corner of said RW-17C; thence N00°01'06"W along the west line of said RW-17C, a distance of 160.00 feet to said North Line and the Point of Beginning.

Said Parcel of land CONTAINING 1,716 Square Feet or 0.04 Acres, more or less, as described.

Authored by: Renee B. Parent, CO PLS #38266  
City Surveyor - City of Grand Junction  
333 West Avenue, Building C  
Grand Junction, CO 81501



K:\Users\NLS\3030\Avenue\Draw 21 82 10 25 82\3030\Avenue\Draw 17\044\Parcel 119\LEGAL DESCRIPTION - EXHIBIT 2022-06-19

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
~	Approximately
Rec.	Reception
No.	Number
RW	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian
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: HCW  
DATE: 04-19-2022  
REVIEWED BY: RBP  
APPROVED BY: BH  
SCALE:

Portion of 2945-044-00-119  
Located in a part of the NE¼ SE¼  
Section 4, T.1S, R.1W  
Ute Meridian, City of Grand Junction  
Mesa County, Colorado

**CITY OF Grand Junction COLORADO**  
**PUBLIC WORKS ENGINEERING DIVISION**  
PROJECT NO. 207-F210300



EXHIBIT "E"

LEGAL DESCRIPTION

2945-044-00-119

RIGHT-OF-WAY PARCEL NO. RW-17C

A parcel of land being a portion of the land as described in Reception Number 1419872 lying in the NE1/4 SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 4, and assuming the East line of said NE1/4 SE1/4 bears S00°02'40"W with all other bearings contained herein being relative thereto; thence from said point of commencement, S00°02'40"W along said East line of the NE1/4 SE1/4, a distance of 175.00 feet to the Northeast corner of said land described in Reception Number 1419872 being the Point of Beginning;

thence continuing S00°02'40"W along said East line, a distance of 160.00 to the SE Corner of said parcel; thence N89°50'06"W along the South line of said parcel, a distance of 11.18 feet to the west edge of the open, used and historic Right-of-Way for 25 Road; thence N00°01'06"W along said west edge, a distance of 160.00 feet to the North Line of said parcel; thence S89°50'06"E along said North line, a distance of 11.36 feet to the Point of Beginning.

Said Parcel of land CONTAINING 1,803 Square Feet or 0.04 Acres, more or less, as described.

Authored by: Renee B. Parent, CO PLS #38268  
City Surveyor - City of Grand Junction  
333 West Avenue, Building C  
Grand Junction, CO 81501



\\L:\admin\73 ROAD PARCEL FROM 24 RD TO 25 RD\1419872\Reception\1419872\Reception Parcel No. RW-17C.dwg - PUBLISHED 2022-09-13

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

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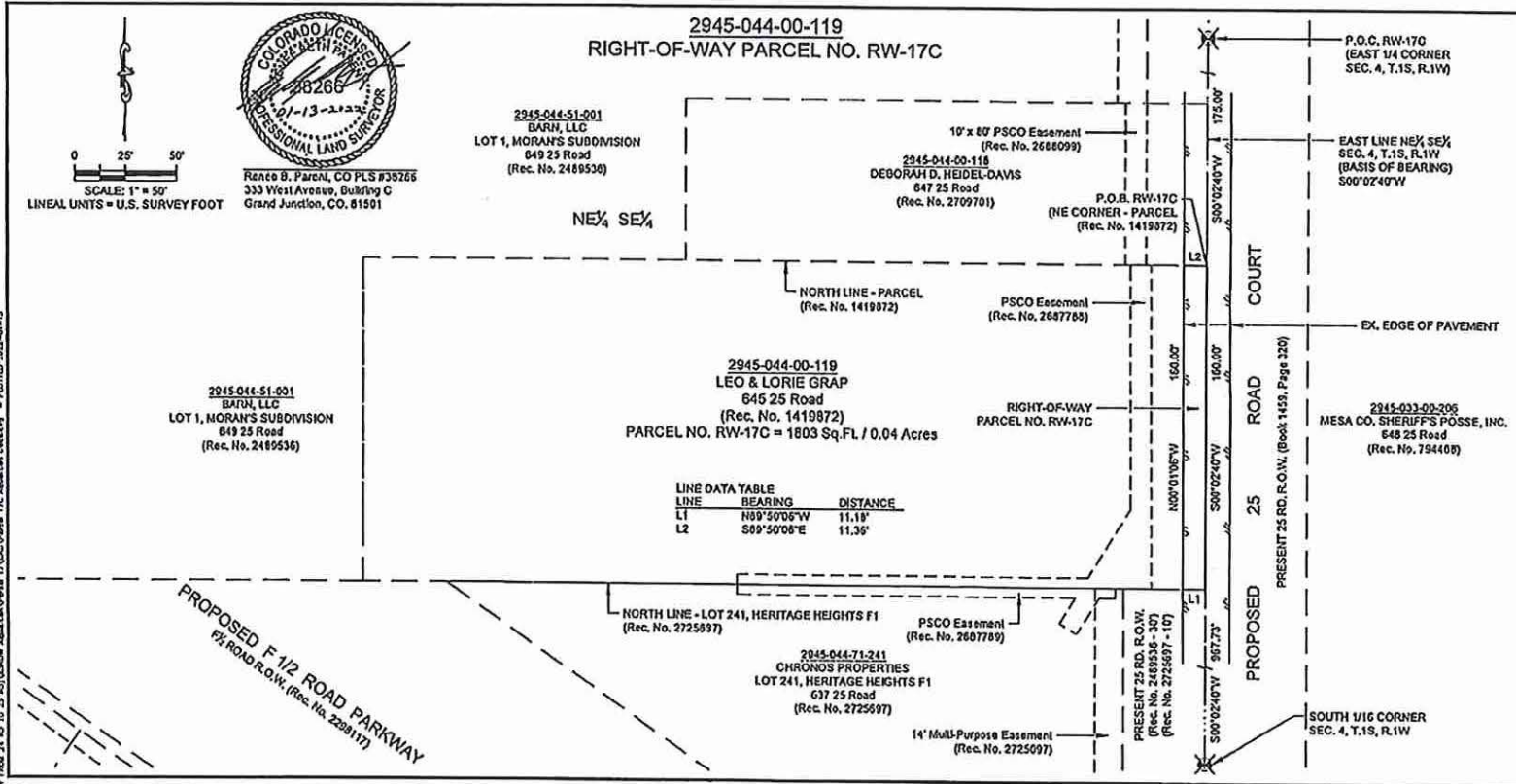
DRAWN BY: NCW  
DATE: 01-13-2022  
REVIEWED BY: RBP  
APPROVED BY: BH  
SCALE: \_\_\_\_\_

Portion of 2945-044-00-119  
Located in a part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$   
Section 4, T.1S, R.1W  
Ute Meridian, City of Grand Junction  
Mesa County, Colorado



PUBLIC WORKS  
ENGINEERING DIVISION  
PROJECT NO. 207-P210306

EXHIBIT "F"



\s\survey\23\_road\_parkway\mod 24\_10\_10\_23\_20\1\new\subdiv\plat\23\Road F1\2\Road R.O.W. - Plat 202-01-13

**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	MP	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
-	Approximately	Sq.Ft.	Square Feet

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DRAWN BY: NCW  
 DATE: 01-13-2022  
 REVIEWED BY: RBP  
 APPROVED BY: BH  
 SCALE: 1" = 50'

Portion of 2945-044-00-119  
 Located in a part of the NE 1/4 SE 1/4  
 Section 4, T.1S, R.1W  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado

CITY OF  
**Grand Junction**  
 COLORADO

**PUBLIC WORKS  
 ENGINEERING DIVISION**  
 PROJECT NO. 207-P210308





EXHIBIT "I"

LEGAL DESCRIPTION

2945-044-00-119

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-17B

A fourteen foot (14') wide parcel of land being a portion of the land as described in Reception Number 1419872 lying in the NE1/4 SE1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the East 1/4 Corner of said Section 4, and assuming the East line of said NE1/4 SE1/4 bears S00°02'40"W with all other bearings contained herein being relative thereto; thence from said point of commencement, S00°02'40"W along said East line, a distance of 175.00 feet to the Northeast corner of said land described in Reception Number 1419872; thence N89°50'06"W along the North line of said parcel, a distance of 22.00 feet to the Northwest corner of Right-of-Way Parcel No. RW-17B being the Point of Beginning;

thence along the boundary of said RW-17B for the following one (1) course:  
S00°02'40"W, a distance of 160.00 feet to a point on the South Line of said parcel; thence N89°50'06"W along said South line, a distance of 14.00 feet; thence N00°02'40"E, a distance of 160.00 feet to a point on the North line of said parcel; thence S89°50'06"E along said North Line, a distance of 14.00 feet to the Point of Beginning.

Said Parcel of land CONTAINING 2,240 Square Feet or 0.05 Acres, more or less, as described.

Authorized by: Renee B. Parent, CO PLS #38266  
City Surveyor - City of Grand Junction  
333 West Avenue, Building C  
Grand Junction, CO 81501



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ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
±	Approximately
Rec.	Reception
No.	Number
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MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian
Sq.Ft.	Square Feet

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DRAWN BY:	NCW
DATE:	04-19-2022
REVIEWED BY:	RBP
APPROVED BY:	BH
SCALE:	

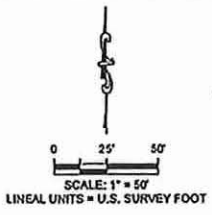
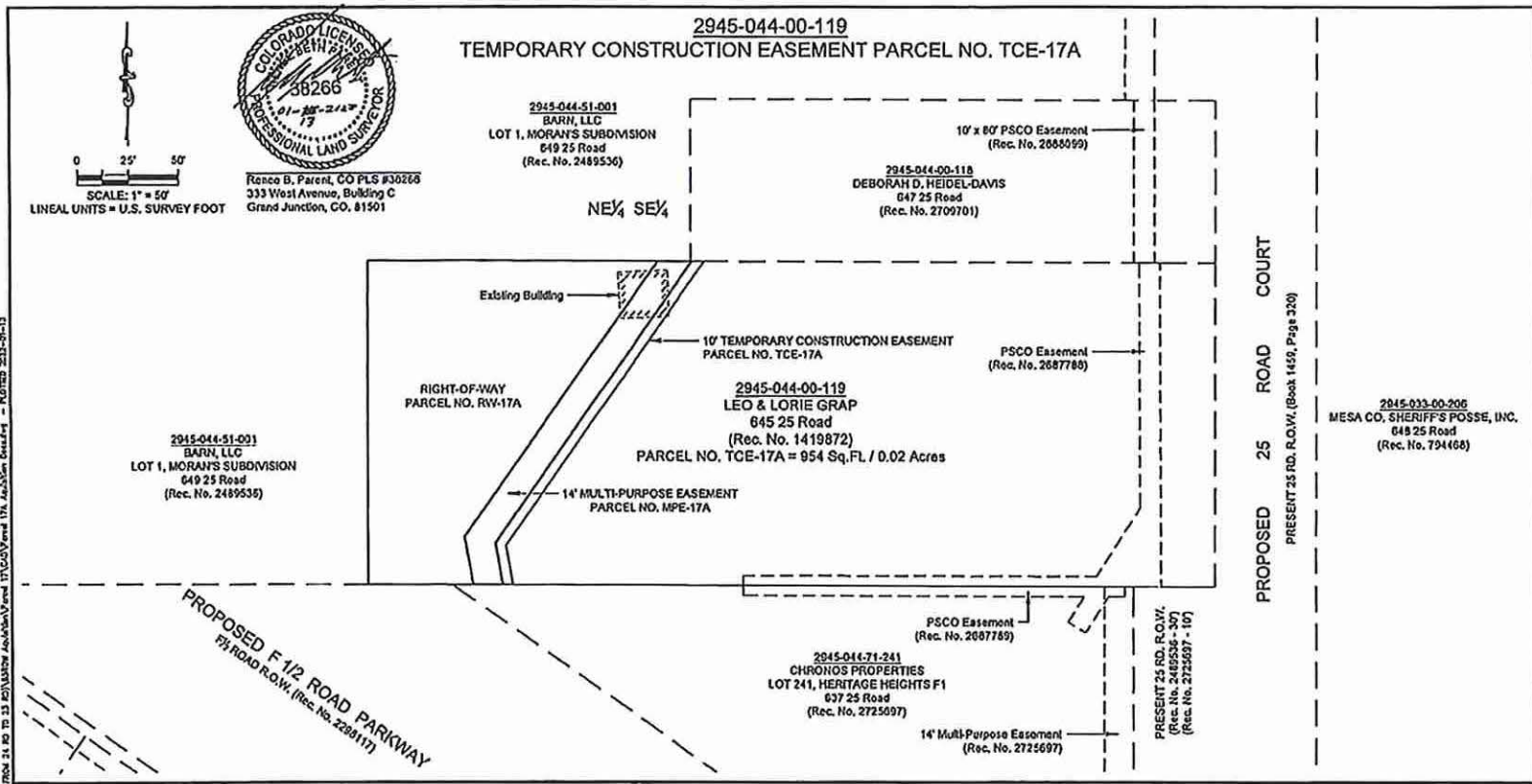
Portion of 2945-044-00-119  
Located in a part of the NE $\frac{1}{4}$  SE $\frac{1}{4}$   
Section 4, T.1S, R.1W  
Ute Meridian, City of Grand Junction  
Mesa County, Colorado



PUBLIC WORKS  
ENGINEERING DIVISION  
PROJECT NO. 207-F210306



EXHIBIT "K"



Rocco B. Parent, CO PLS #30226  
333 West Avenue, Building C  
Grand Junction, CO, 81501

V:\Projects\25 Road Parkway from 24 RD TO 33 ROAD\25 Road Parkway\25 Road Parkway.dwg - 11/11/2022 10:11:13

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
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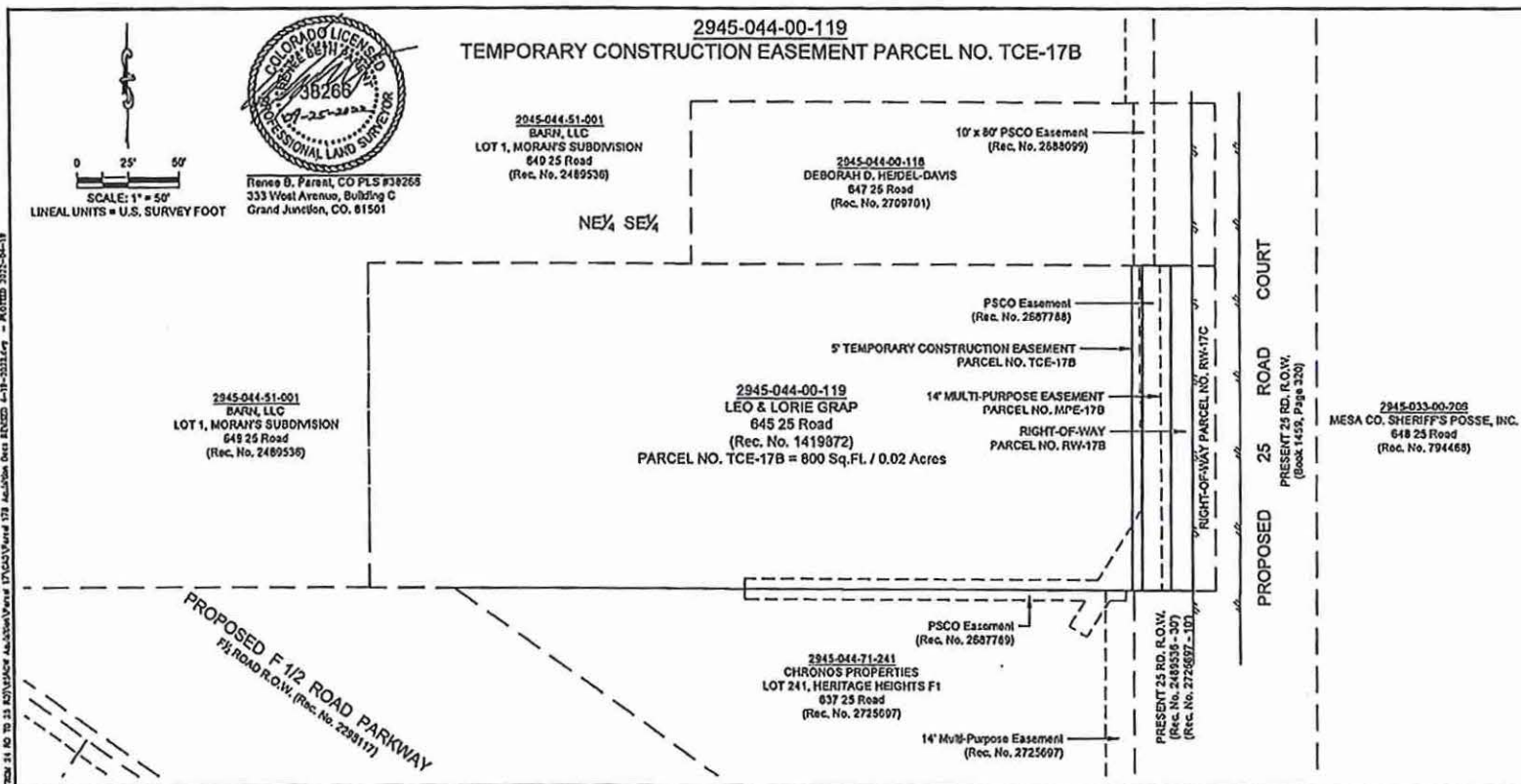
DRAWN BY: NCW  
DATE: 01-13-2022  
REVIEWED BY: RBP  
APPROVED BY: BH  
SCALE: 1" = 50'



Portion of 2945-044-00-119  
Located in a part of the NE 1/4 SE 1/4  
Section 4, T.1S, R.1W  
Ute Meridian, City of Grand Junction  
Mesa County, Colorado


**CITY OF Grand Junction**  
COLORADO

**PUBLIC WORKS ENGINEERING DIVISION**  
PROJECT NO. 207-P210306

EXHIBIT "L"




  

  
 SCALE: 1" = 50'
   
 LINEAL UNITS = U.S. SURVEY FOOT


  
 Renee B. Parent, CO PLS #38266
   
 333 West Avenue, Building C
   
 Grand Junction, CO. 81501

2945-044-00-119 TCE-17B PARCEL NO. TCE-17B = 800 Sq.Ft. / 0.02 Acres. PREPARED BY: RENE B. PARENT, P.L.S. #38266. DATE: 04-19-2022.

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
-	Approximately
Rec.	Reception
No.	Number
RW	Right-of-Way
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian
Sq.Ft.	Square Feet

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 DATE: 04-19-2022  
 REVIEWED BY: RBP  
 APPROVED BY: BH  
 SCALE: 1" = 50'

Portion of 2945-044-00-119  
 Located in a part of the NE¼ SE¼  
 Section 4, T.1S, R.1W  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado


  
**PUBLIC WORKS**  
**ENGINEERING DIVISION**  
 PROJECT NO. 207-F210300