CST01NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

PURPOSE: PUBLIC ROADWAY AND UTILITIES FOR 29 ROAD

NAME OF PROPERTY OWNER OR GRANTOR: C-STORE HOLDINGS LTD, A TEXAS LIMITED PARTNERSHIP

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2903 NORTH AVENUE, GRAND JUNCTION

PARCEL NO. 2943-172-00-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



WARRANTY DEED

2021921 10/19/01 0137PM Monika Todo ClkåRes Mesa Coumty Co RecFee \$10.00 Dogumentary Fee \$Exempt

C-Store Holdings LTD, a Texas limited partnership, Grantor, for and in consideration of the sum of One Thousand Five Hundred Sixty Two and 08/100 Dollars (\$1,562.08), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described tract or parcel of land for Public Roadway and Utilities right-of-way purposes, to wit:

Commencing at the Northwest corner of the Northwest ¼ ("NW ¼") of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the north line of said NW ¼ to bear S 89°57'43" E with all bearings contained herein being relative thereto; thence S 89°57'43" E along the north line of said NW ¼ a distance of 76.25 feet; thence leaving the north line of said NW ¼, S 00°02'17" W a distance of 40.00 feet to a point on the south right-of-way line for North Avenue as described by instrument recorded in Book 779 and Page 155 in the office of Mesa County Clerk and Recorder, said point being the **True Point of Beginning**;

thence leaving the south right-of-way line for North Avenue, S 66°28'16" W a distance of 6.56 feet;

thence S 00°02'17" E a distance of 2.51 feet;

Comm. Exp. 09-30-2002

thence S 49°31'52" W a distance of 26.27 feet to a point on the east right-of-way line for 29 Road as described by instrument recorded in Book 1808 and Page 123 in the office of Mesa County Clerk and Recorder;

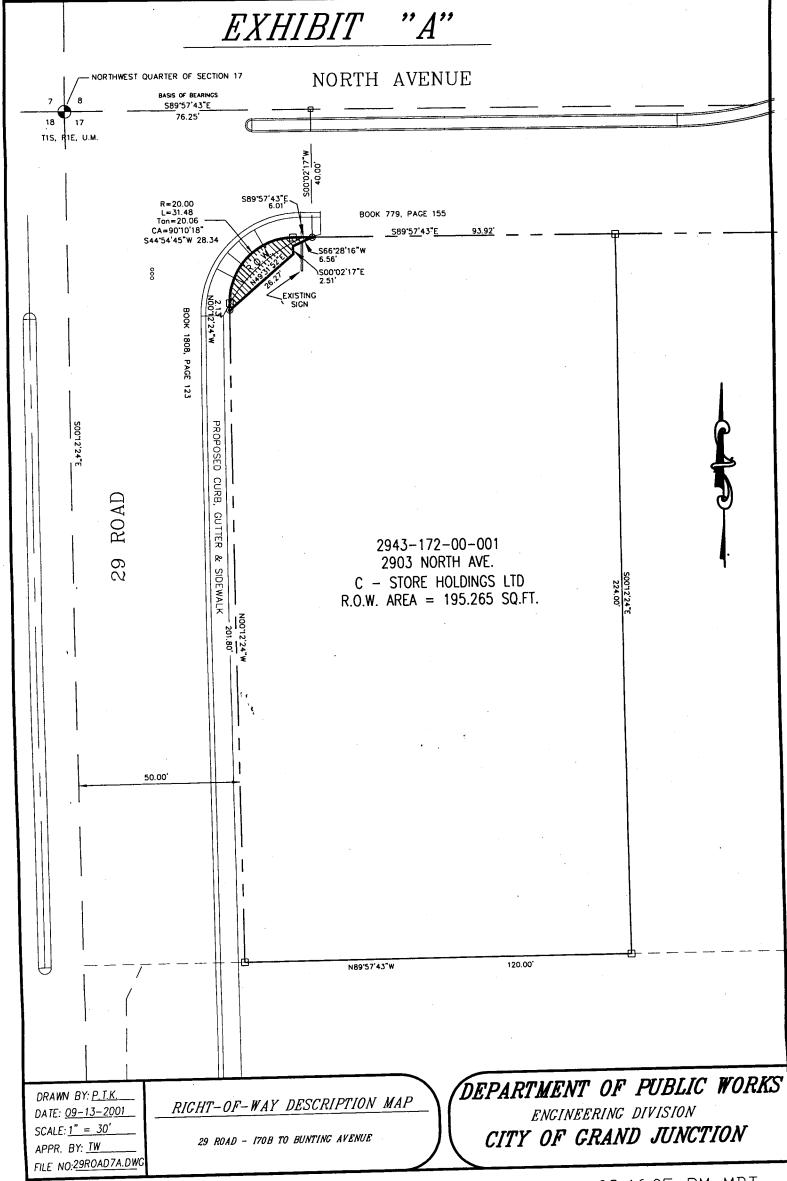
thence N 00°12'24" W along the east right-of-way line for 29 Road a distance of 2.13 feet; thence continuing along said right-of-way line for 29 Road, 31.48 feet along the arc of a curve concave to the southeast, having a radius of 20.00 feet, a central angle of 90°10'18", and a long chord bearing N 44°54'45" E a distance of 28.34 feet to a point on the south right-of-way line for North Avenue as aforesaid;

thence S 89°57'43" E along the south right-of-way line for North Avenue a distance of 6.01 feet to the Point of Beginning,

containing 195.26 square feet as described herein and depicted on **Exhibit "A"** attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Granter hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 12th day of October, 2001.
C-Store Holdings LTD, a Texas limited partnership
By its General Partner
C-Store Investment Corp., a Texas corporation
By: Vicke L. Byrner Its: Vice President
Its: Vice Prosident
State of Teyas
County of Aood )ss.
The foregoing instrument was acknowledged before me this 12th day of 15tober, 200 by Vicki L. BYRNES as VICE PRESIDENT of C-Store Holdings LTD, a Texa
by Vicki L. BYRNES as VICE PRESIDENT of C-Store Holdings LTD, a Texa
limited partnership.
My commission expires
JOANN MATTHEWS NOTARY PUBLIC State of Tayes





2021920 10/29/01 0137PM Monika Todo ClkåRed Mesa Chunti Co ReoFee 465.00

# MEMORANDUM AGREEMENT, OFFER TO PURCHASE AND TEMPORARY ACCESS AGREEMENT CONCERNING CERTAIN REAL PROPERTY INTERESTS LOCATED AT 2903 NORTH AVENUE

This Memorandum Agreement ("Agreement") is made and entered into this 27th day of September, 2001, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and C-Store Holdings LTD, a Texas limited partnership and FFCA Acquisition Corporation hereinafter referred to as "the Owner", collectively referred to as "Parties" or "the Parties". The Owner by the signature below represents that it has been duly authorized to sign and bind persons claiming possession, ownership and any and other rights, title or interest by through or under it, to the terms of this agreement.

### **RECITALS:**

- A. The City will be improving 29 Road from the I-70 Business Loop through North Avenue ("the Project") during the 2001 construction season. The Project includes the construction of a new street with curb, gutter, sidewalk, storm drainage facilities, irrigation facilities, the conversion of public utilities from overhead to underground and street lighting ("the 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 Owner owns a tract of land adjacent to the Project located at 2903 North Avenue in the City of Grand Junction and identified by Mesa County Tax Schedule Number 2943-172-00-001, hereinafter referred to as "the Owner's Property".
- C. To accommodate the installation, operation, maintenance, repair and replacement of the Project Improvements, the City will be acquiring a portion of the Owner's Property. That parcel of land is 195.26 square feet all as more particularly defined and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference.
- D. To accommodate access for workers and equipment to construct the Project Improvements, the City will be acquiring a Temporary Construction Easement over a portion of the Owner's Property. That easement is 1,427.56 square feet as more particularly defined and depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.
- E. The City has the authority, pursuant to the law of the State of Colorado, to acquire the described property interests by exercising its power of eminent domain. The parties recognize, understand and agree that the City will acquire the described interests and that the sole matter is the determination of just compensation for the same. Therefore the Parties stipulate and agree that the payment by the City to the Owner of the following sum of money as just compensation is full, including but not limited to severance, diminution in value, and any other compensation, fair and final for the stated interests:

Public Right-of-Way:

195.26 sq. ft. @ \$8.00/sf

= \$ 1,562.08

Temporary Const. Easement:

Lump Sum

= \$ 600.00

Plus Improvements/Fixtures: No Improvements/Fixtures Required = \$ -0Plus Damages: No Damages Identified = \$ -0Less Special Benefits: Benefits Not Measured = \$ -0Total Offer of Just Compensation = \$ 2,162.08

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

- 1. The Owner hereby accepts the payment of \$2162.08 as just compensation for the described interests in land subject to the promises, terms, covenants and conditions of this Agreement.
- 2. The agreed sum of money shall be paid by the City to the Owner 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 Warranty Deed for the Public Roadway and Utilities Right-of-Way; (c) one (1) good and sufficient Temporary Construction Easement Agreement for the Temporary Construction Easement; and (e) one (1) completed and executed Federal Form W-9.
- 3. The Owner agrees that the just compensation as agreed upon between the Owner and the City shall fully compensate the Owner for its interests in and to the above-stated 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 so long as the City abides by the terms of this Agreement. The Owner agrees to sell, convey and discharge all such interests in and to said property by executing in writing any and all necessary deeds, documents and/or conveyances, including, but not limited to, the procurement of a Partial Release from the Public Trustee releasing the Right-of-Way parcel from that certain Deed of Trust for the use and benefit of FFCA Acquisition Corporation dated September 15, 1998, and recorded in Book 2490 at Page 132 in the office of the Mesa County Clerk and Recorder. The Owner understands and acknowledges that the beneficiary of the above stated Deed of Trust may claim all or any portion of the proceeds of the transaction hereby contemplated.
- 4. The City shall pay any closing costs incurred in the conveyance by the Owner of the above stated property to the City.
- 5. One of the Project Improvements is a 200-foot continuous concrete median to be constructed in 29 Road. The Owner acknowledges and agrees that construction of that improvement will eliminate left turning movements, both ingress and egress, to and from the Owner's Property to and from 29 Road. The purpose of the median is to accommodate a double left turn lane. The double left turn lane is planned as improvement for a future phase of the Project. The City agrees that as part of the Project Improvements it will construct a break or opening in the median that will temporarily accommodate left turning movements, as depicted on Exhibit "C" attached hereto and incorporated herein by this reference.
- 6. The Owner fully understands and agrees that the opening is temporary and that the City may in its sole and absolute discretion close the median break at the earlier of: (1) completion of

construction on the viaduct over the railroad near I-70B; or (2) completion of a traffic study, conducted by the City's Transportation Engineer, which study shows that the traffic volume, turning movement(s), accident rates or other generally accepted measure constitutes, demonstrates or otherwise makes evident that the median opening is a present risk to the public health, safety or welfare, as further described below. An anticipated construction schedule for the bridge and viaduct is attached as Exhibit D. The Parties understand and agree that the projected Project construction schedule(s) set forth in Exhibit D, incorporated herein by this reference as if fully set forth, are estimated and that the City is not and shall not be bound either to construct the improvements or otherwise be bound for any purpose by such dates. The Traffic Study shall be conducted as follows:

- a. The determination of risk shall not necessarily be made on a peak hour or highest volume basis but instead may be based on any factor or factors which either in isolation or in combination would lead a reasonable traffic engineer to conclude that an unacceptable risk is presented/results from the continuation of the open median condition.
- b. In making her determination the Transportation Engineer may use/rely on computer model(s), program(s) or simulation(s) for the projection of traffic patterns, volume or otherwise to determine conflict(s) and/or other analyses that are or may be relevant to the decision to close the median opening. The City agrees that the analysis shall generally utilize the most recent version of the *Highway Capacity Manual*, the City's *Transportation Engineering and Design Manual*, (TEDS) and any other applicable analysis or technique generally adopted and applied by the City in its regulation of traffic on City streets.
- c. Attached to this agreement, as Exhibit E are the Base Assumptions that the Transportation Engineer will utilize in preparing the traffic study. The Parties understand and agree that the Base Assumptions may and likely will be changed by the City. The Property Owner shall not be entitled to changes to the Base Assumptions. Exhibit E is attached hereto and incorporated herein by this reference as if fully set forth.
- d. The study shall evaluate the existing conditions at the time the study is performed. The assessment of existing conditions shall include a description of the surrounding roadway network, bicycle and pedestrian facilities and an evaluation of the peak hour level of service at the study intersection, including the intersection most proximate to the median opening. Traffic accident data may be included in the study and examined as determined to be necessary and relevant by the Transportation Engineer. The description of the intersection for the purposes of the study shall include the number of travel lanes, presence or lack of pedestrian and bicycle facilities, posted speed limits and adjacent land uses.
- e. The City shall obtain traffic data at the study intersection through counts. Any recent (within the last two years) average daily traffic data that is available for the intersection shall be considered relevant and shall be shown on a figure in the study.

Peak hour traffic data at the study location shall be no older than one year. All traffic count data shall be included in an appendix to the study. The description of the existing bicycle and pedestrian facilities shall include any facilities directly adjacent to the Project site. Analysis of pedestrian destinations, which are farther than one-quarter mile, may be performed given particular site circumstances, functions or characteristics. The existing LOS ("Level of Service") which study shows that the traffic volume, turning movement(s), accident rates or other generally accepted measure constitutes, demonstrates or otherwise makes evident that the median opening is or reasonably could be concluded to be or present a risk to the public health, safety or welfare shall be determined for vehicular (at the study location) pedestrian and bicycle facilities. The peak hour vehicular LOS at the study location shall be determined based upon the procedures set forth in the latest edition of the *Highway Capacity Manual*.

- f. All level of service worksheets shall be included in the appendices to the study report.
- g. A description of any planned transportation system improvements shall be provided. The description and anticipated impacts shall include signalization, intersection improvements, roadway construction/widening, bicycle/pedestrian projects and transit capital and operating/service improvements.
- h. If the Property Owner objects to the findings of the traffic study, it may request that the Grand Junction City Council determine whether the temporary access provided for in this agreement be closed, modified or remain open. The Property Owner may request a hearing before the City Council. If a request is made it shall be made in writing within 10 days of the date that the traffic study determines that the median access shall be closed. The request for a hearing shall in detail describe the Property Owner's basis for the request, including but not limited to a description of any evidence to be presented/provided to the City Council. Such decision by City Council, after all available appeals, shall be binding.
- i. If the City Council determines on one or more occasions that closure of the median access is not warranted based on the study or the conclusion(s) drawn from the same, the Transportation Engineer shall not be barred from further study or determination of closure, subject to the requirements of this paragraph 6.
- j. In order to protect the interests of the Property Owner, the rights of the City and to afford notice to any subsequent owner of person having, taking or holding an interest in the Owner's Property the terms of this paragraph shall be deemed a covenant running with the land. To assure full and faithful compliance, this Agreement shall be recorded in the Mesa County, Colorado Grantor-Grantee index.
- 7. The City agrees to, at the City's sole cost and expense, reasonably repair and restore improvements and the surface and condition of those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, including but

not limited to, replacing landscaping damaged or destroyed by the City's construction or other activities and including but not limited to replacing any signs damaged or destroyed by the City's construction or other activities.

- 8. The City believes that the Project, the Project Improvements and the conveyance of the above stated parcel by the Owner to the City will not decrease the market value of the Owner's remaining property nor a diminution of the Owner's ability to use and occupy the Owner's remaining property. No severance damages will occur as a result of the Project, the Project Improvements or the conveyance of the above stated parcels by the Owner to the City. Any credit for benefit to or enhancement of the Owner's Property occasioned by the Project/Project Improvements value is forsaken by the City.
- 9. The signing of this Agreement by the Parties grants possession of the above stated parcels to the City and shall serve as an irrevocable license to use said parcels for the purposes aforedescribed until the Owner executes and delivers to the City the appropriate documents stated in paragraph 2 above.
- 10. 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.
- 11. 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. The terms hereof are not mere recitals but are contractual in nature.
- 12. This is a legal instrument. Each party represents that it has obtained the advice of its own legal and tax counsel before signing the Memorandum of Agreement.

Dated the day and year first above written.

C-Store Holdings LTD, a Texas limited partnership A Texas limited partnership

By: C. Store Investment Corp., a Texas corporation, the General Partner

By: Victor L. Beyona.
Vice President

The City of Grand Junction, a Colorado home rule municipality

Mark Relph, Director of Public Works and

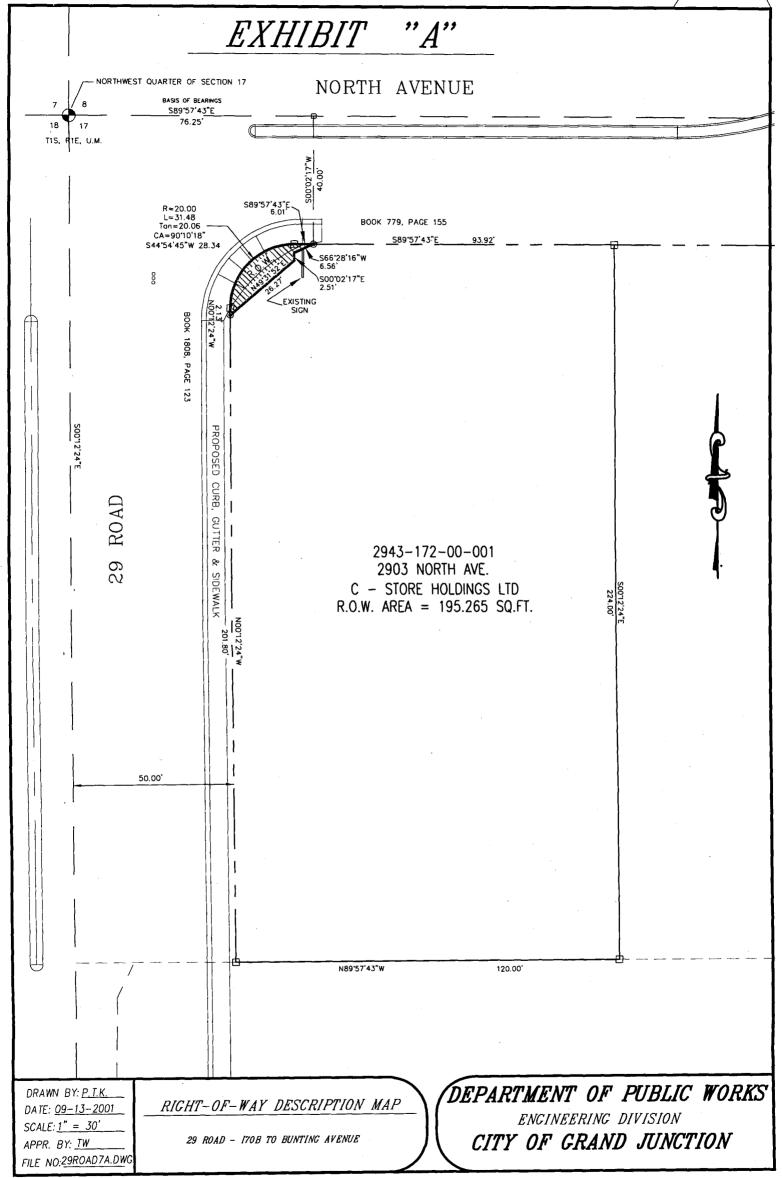
Utilities

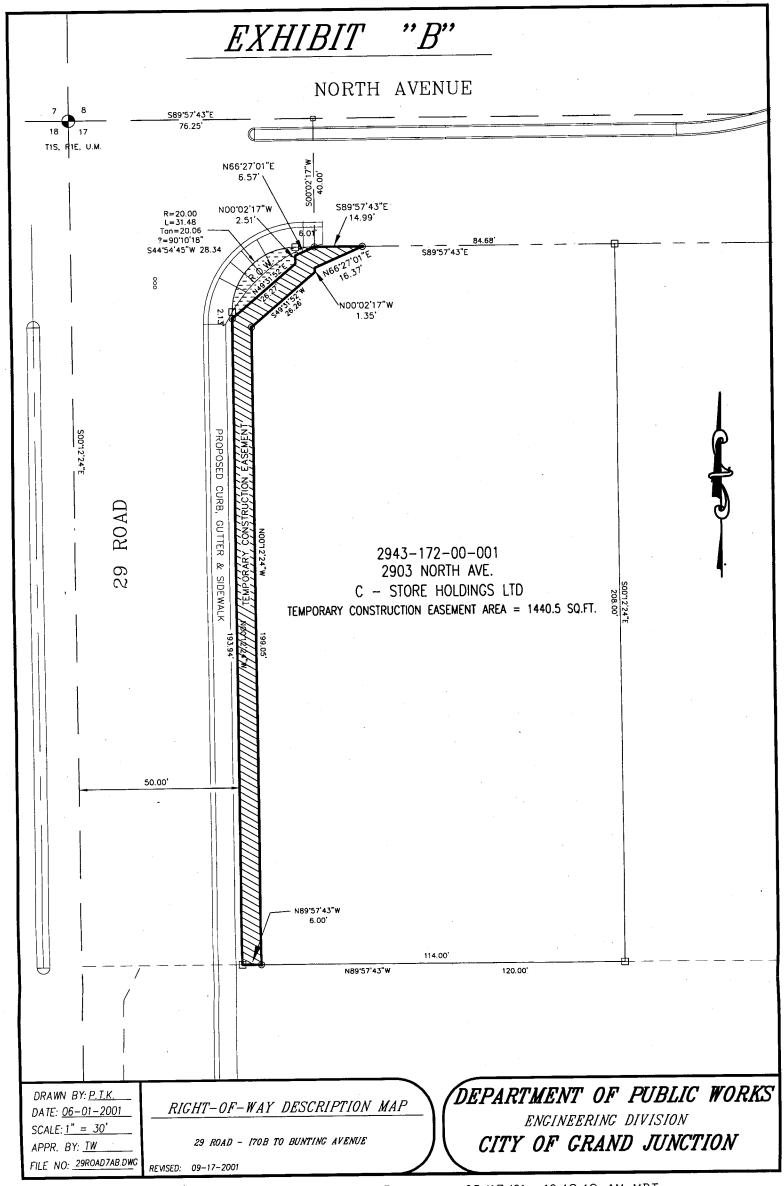
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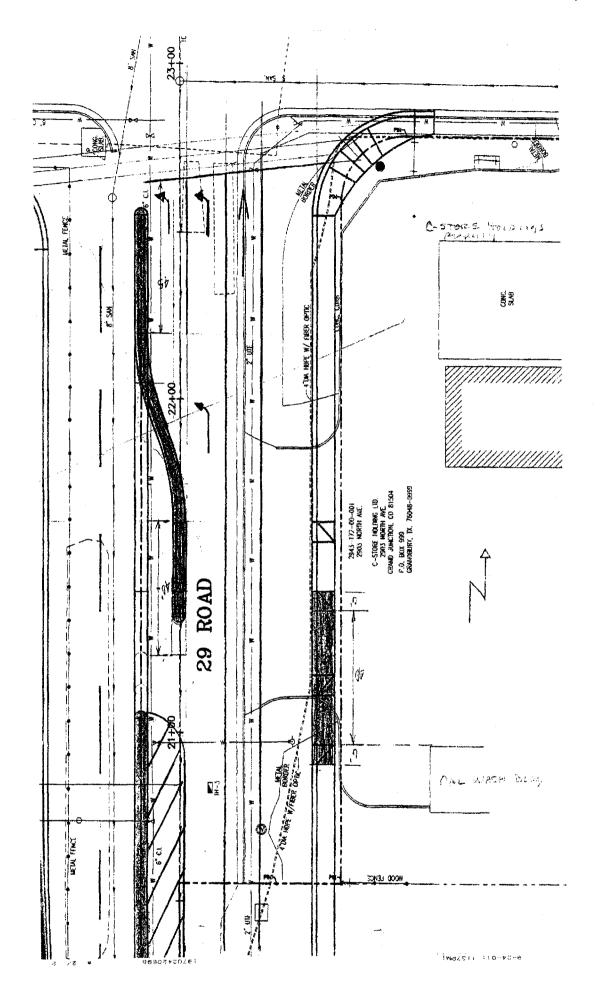
Patricia L. Cookson, Attorney for the Owner

09/26/01 10:59 AM

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The City of Grand Junction Public Works Department 250 North 5th Street Grand Junction, CO 81501

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# Plus: Important Information About Public Meetings You Can Attend

•Street Improvements
•The Long-Range Plan
•How You Can Be Involved
•What Has Happened So Far
•Project Funding



RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION

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The improvement of the 29 Road corridor is an important part of a long range plan.



# How you can be INVOLVED...

Come to an Open House for 29 Road & North Avenue intersection improvements at Nisley Elementary, 543 28 3/4 Road

# on February 15

from 5 to 8 p.m. and give us your input.

The Public Works department wants you to be involved in the planning process!

# City Plans Improvements on 29 Road

## Joint Project to Begin: Important Link in "Beltway"

### What is happening?

The City of Grand Junction and Mesa County are planning a project to improve 29 Road between I-70B and Patterson Road. This project is the first phase of a long-range plan to develop a continuous artery linking U.S. Highway 50 and Interstate 70 (I-70).

The project is planned to be constructed in 3 phases over a 3-year period. The first phase of the project, scheduled to begin in February, 2001 will include utility relocations, installation of a storm drain from the south side of 1-70B to the north side of North Avenue and street improvements at the intersection of 29 Road and North Avenue.

The second and third phases of the project will widen and improve 29 Road from North Avenue to Orchard Avenue in 2002 and from Orchard Avenue to Patterson Road in 2003.

### Phase I, 29 road and North Avenue intersection

- Utility relocations and storm drain construction: March through June, 2001.
- Street reconstruction 29 Road and North Ave. intersection): July through September, 2001

### Phase II from North Avenue to Orchard Avenue

- Utility relocations and storm drain construction: February through May, 2002
- Street reconstruction (North Ave. to Orchard Ave): June through September, 2002

### We need your help

The City believes that the project planning design process must involve the property owners, residents, businesses, utility companies, the general public and others who may use the road or be affected by the project. Input received from these interests will be used in the decision making process to determine what improvements will be designed and constructed.

To begin the public participation process for Phase I, the intersection of 29 Road and North Avenue, an open house meeting will be held on February 15, 2001 from 5 to 8 p.m. in the cafeteria at Nisley Elementary School, 543 28 3/4 Road. Plans for the intersection will be displayed and staff from the City and County Public Works Departments will be available to answer questions and discuss the project. Your attendance and participation in this meeting is important to us.

You can reach the City of Grand Junction's Public Works Department at 244-1554 if you have questions or if you need additional information.



# What happens during the design phase?

During the final design process, the final street alignment and grade will be established. Individual meetings with property owners may be necessary to work out final details for driveways, grading, landscaping, irrigation systems, etc. The City will also determine if additional rights-of-way or easements will be needed from each parcel of land abutting the road. Where additional rights-of-way or easements are needed, each property will be contacted for negotiation or land easement purchases.

# How will I know what is going on?

A project mailing list will be developed and newsletters will mailed out to keep you informed about decisions being made, project progress, construction schedules and future public meetings.

# What is the long-range plan for 29 Road?

In 1999, the City of Grand Junction and Mesa County sponsored the West Metro Transportation Study to develop a list of large-

- Julius relocations and storm drain construction: February through May, 2003
- Street reconstruction (Orchard Ave. to Patterson Rd.) June through September, 2003

# Who will pay for this project?

The estimated cost of this project is \$3,157,000. Funding sources include the City of Grand Junction \$1,105,000, Mesa County \$1,130,000 and Federal (TEA-21) funds in the amount of \$922,000. There will be no assessments or other charges to property owners for these improvements.

### What has been done so far?

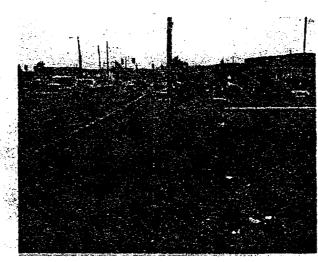
City Engineering has surveyed and mapped the 29 Road Corridor from I-70B to Patterson Road. Computer modeling has been performed to estimate future traffic volumes. Based on these projections, a 5-lane road will be needed from I-70B to North Avenue and a 3-lane section will needed between. North Avenue and Patterson Road. These projections assume that the proposed railroad crossing, river crossing and I-70 interest and will be

70 interchange will be constructed and that land uses adjacent to 29 Road will not change.

The City is proceeding with the design of a 48 inch storm drain and a piped irrigation system from I-70B to North Avenue.
Conceptual drawings of the proposed North Avenue intersection improvements are also being prepared for an open house public meeting to be held on February 15, 2001.



The intersection of 29 Road and North Avenue as it appears today



Looking south at 29 Road and North Avenue. This intersection will be widened and improved this summer.

years. The study identified and evaluated 25 transportation improvement projects including 11 interchanges on I-70, six railroad crossings, six river crossing options and two alternatives for a new Riverside Bypass. Based upon technical, public and elected official input and future growth plans, the study recommended planning and development of the following four projects:

\*Widen and improve the I-70 interchange at 24 Road

\*Build a new interchange on I-70 at 29 Road \*Build a new viaduct on 29 Road over the railroad tracks and I-70B.

\*Construct the proposed riverside Bypass interconnecting River road, Highway 340, Highway 50 and D Road.

These projects will need to be constructed to complete a future beltway that will encircle the City along 29 Road, I-70, 24 Rd., River Road and D Road.

The following table shows the sequence and schedules for projects currently planned in the 29 Road corridor:

PROJECT DESCRIPTION	RESPONSIBLE AGENCY	29 ROAD PROJECTS CONSTRUCTION SCHEDULE		
Road widening and improvement from I-70B to Patterson Road	City of Grand Junction	Phase I, North Ave. intersection Phase II, North Ave. to Orchard Ave. Phase III, Orchard Ave. to F. Rd.	2001 2002 2003	
Road widening and improvement from U.S. Highway 50 to the Colorado River	Mesa County	2002 through 2003	,	
Bridge across Colorado River and road improvements from river to D Road	Mesa County	2004 through 2006		
Viaduct over Union Pacific Railroad and I-70B interchange	City of Grand Junction	2007 through 2009		
Road Widening and improvement from F Rd. to I-70	City of Grand Junction	2010		
I-70 interchange	City of Grand Junction	2010 through 2015		

### TRANSPORTATION IMPACT STUDY BASE ASSUMPTIONS (EXHIBIT E)

Project Information						
Project Name	29 Road S	29 Road Service Station Access				
Project Location	SE Corne	SE Corner 29 Road & North Avenue				
TIS Assumptions			<u>- V604;                                      </u>			
Study Area Boundaries	North:	North:		South:		
Signal, 29 Rd. driveway	East:	East:		West:		
Study Years	Evaluate a	Evaluate as needed for safety				
Future Traffic Growth Rate	Traffic Mo	Traffic Model Projections				
Study Intersections	1.West Access Drive		2. 29 Rd	2. 29 Rd & North Ave.		
	3.All Access Drives		4.	4.		
	5.		6.	6.		
	7.	7.		8.		
Time Period For Study	X AM X PM X Sat Noon					
Trip Generation Rates	ITE, Hand	ITE, Hand counts				
Trip Adjustment Factors	Pass by:		Captive Market:			
Overall Trip Distribution	North	South	East	West		
Mode Split Assumptions	100% vehicular traffic					
Committed Roadway Improvements	29 Road II	29 Road Improvements				
Other Traffic Studies	1	Walmart expansion, Fehr & Peers Associates, Inc. October, 1999				
Areas Requiring Special Study	Accident data and/or pedestrian and/or bicycle					

DATE:

September 25, 2001 Jody Kliska

TRANSPORTATION ENGINEER: