

FLN01NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (WARRANTY)**

PURPOSE: PUBLIC UTILITIES

NAME OF PROPERTY OWNER OR GRANTOR: THE FLYNN TRUST BY JAMES M. FLYNN AND
CAROLE L. FLYNN

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): LOT 1, FLYNN
SUBDIVISION, 2906 NORTH AVENUE, GRAND JUNCTION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

2 PAGE DOCUMENT

WARRANTY DEED

2000226 06/11/01 0212PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00
DOCUMENTARY FEE \$EXEMPT

The Flynn Trust dated the 21st day of December, 1994, Grantor, for and in consideration of the sum of Nine Hundred One and 60/100 Dollars (\$901.60), 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 Southeast Corner of Lot 1 of Flynn Subdivision, situate in the Southwest 1/4 of Section 8, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 376 in the office of the Mesa County Clerk and Recorder, and considering the south line of the Southwest 1/4 of said Section 8 to bear N 89°57'43" W with all bearings contained herein being relative thereto; thence N 89°57'43" W along the south boundary line of said Lot 1 a distance of 73.85 feet to the True Point of Beginning; thence N 89°57'43" W along the south boundary line of Lot 1 of said Flynn Subdivision a distance of 45.15 feet to a point on the east boundary line of that certain tract of land described by instrument recorded in Book 2144 at Page 339 in the office of the Mesa County Clerk and Recorder, said tract of land being a portion of Lot 1 and said Flynn Subdivision; Thence N 00°03'46" W along the east boundary line of said tract of land a distance of 2.30 feet; thence leaving the east boundary line of said tract of land, S 89°59'23" E a distance of 33.00 feet; thence S 79°11'00 E a distance of 12.37 feet to the Point of Beginning; Containing 90.16 square feet as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein 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 Grantor 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 7th day of June, 2001.

James M. Flynn
James M. Flynn, Co-Trustee of The Flynn Trust
Dated the 21st day of December, 1994

Carole L. Flynn
Carole L. Flynn, Co-Trustee of the Flynn Trust
dated the 21st day of December, 1994

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 7th day of June, 2001 by James P. Flynn and Carole L. Flynn, Co-Trustees of The Flynn Trust dated the 21st day of December, 1994.

My commission expires 3.3.05.

Witness my hand and official seal.

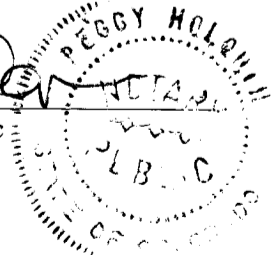
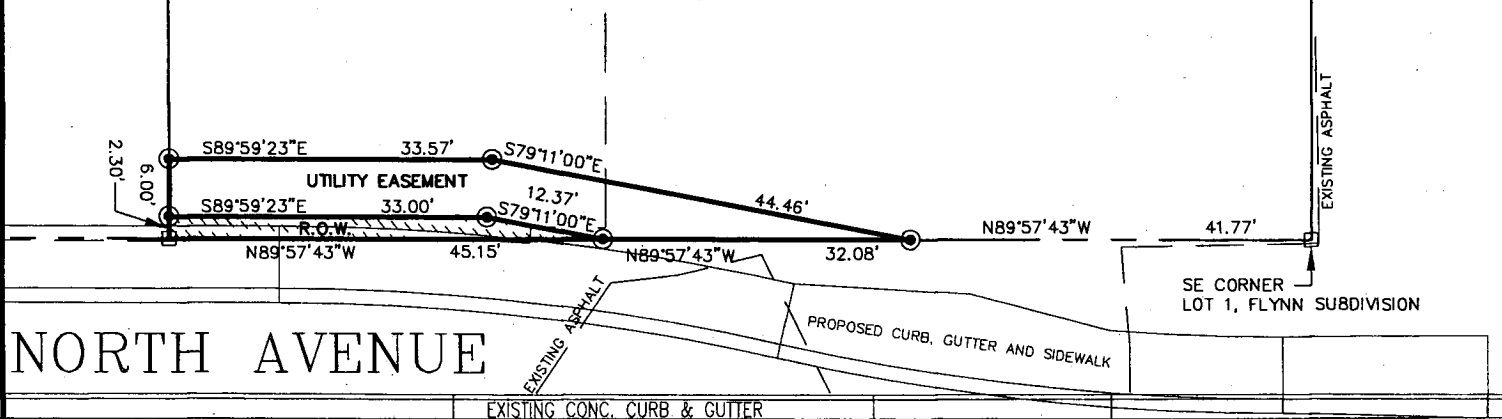
Peggy Holman
Notary Public


EXHIBIT "A"

2943-083-12-004
JAMES M. & CAROLE L. FLYNN
2906 NORTH AVENUE
R.O.W. AREA = 90.16 SQ.FT
UTILITY EASEMENT AREA = 370.20 SQ.FT.

A PORTION OF LOT 1
FLYNN SUBDIVISION



NORTH AVENUE

DRAWN BY: SRP
DATE: 2-15-2001
SCALE: 1" = 20'
APPR. BY: TW
FILE NO: 29ROAD10.DWG

RIGHT-OF-WAY DESCRIPTION MAP

29 ROAD - 170B TO BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

**MEMORANDUM OF AGREEMENT AND OFFER TO PURCHASE
CERTAIN REAL PROPERTY INTERESTS FOR THE
29 ROAD IMPROVEMENT PROJECT**

This Memorandum of Agreement is made and entered into this 17th day of July, 2001, by and between The Flynn Trust dated the 21st day of December, 1994, 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 will be installing public roadway improvements to 29 Road from the 1-70 Business Loop through North Avenue ("the Project") during the 2001 construction season. The Project includes the installation of a new street section with curbing, 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 the installation of the Project Improvements will be borne by the City.

B. The Owners own a tract of land adjacent to the Project located at 2906 North Avenue in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Tax Schedule Number 2943-083-12-004, hereinafter referred to as "the Owner's Property".

C. To accommodate the installation, operation, maintenance, repair and replacement of the Project Improvements, the City needs to acquire from the Owners Parcel No. RW-110, a parcel of land for Public Roadway & Utilities Right-of-Way purposes containing of 90.16 square feet as defined and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

D. To accommodate the installation, operation, maintenance, repair and replacement of public utilities associated with the Project, the City needs to acquire from the Owners Parcel No. PE-110, a Perpetual Utilities Easement containing 370.20 square feet as defined and depicted on the attached **Exhibit "A"**.

E. To accommodate temporary access for workers and equipment to facilitate prudent and proper installation of the Project Improvements, the City needs to acquire from the Owners Parcel No. TCE-110, a Temporary Construction Easement containing 566.16 square feet as defined and depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

F. The City has the authority, pursuant to the laws of the State of Colorado, to acquire the above stated parcels through condemnation proceedings by exercising its power of eminent domain. Notwithstanding the preceding statement, the parties desire to reach a settlement for the sale and purchase of the above stated parcels through good faith negotiations and thereby avoid condemnation proceedings. In consideration of the foregoing, the City is offering to pay to the Owners the following sum of money as just compensation for the above stated parcels:

Parcel No. RW-110:	90.16 sq.ft. @ \$10.00/sq.ft.	= \$ 901.60
Parcel No. PE-110:	370.20 sq.ft. @ \$10.00/sq.ft. x 25%	= \$ 925.50
Parcel No. TCE-110:	Lump Sum -	= \$ 225.00
Plus Damages:	No Damages Identified	= \$ -0-
	Less Special Benefits	= <u>\$not measured</u>
	Total Offer of Just Compensation	= \$2,052.10

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 Owners hereby accept the City's offer for just compensation, and the City hereby agrees to pay to the Owners said amounts for just compensation, subject to the promises, terms, covenants and conditions of this Agreement.

2. The just compensation hereinabove agreed upon shall be paid by the City to the Owners upon the execution and delivery by the Owners to the City of: (a) one (1) fully executed original of this Memorandum of Agreement, and (b) one (1) good and sufficient General Warranty Deed for Parcel No. 110, and (c) one (1) good and sufficient Grant of Easement for Parcel No. PE-110, and (d) one (1) good and sufficient Temporary Construction Easement Agreement for Parcel No. TCE-110, and (e) a completed and executed Federal Form W-9.

3 The just compensation as agreed upon between the Owners and the City shall fully compensate the Owners for their interests in and to the above stated parcels, 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. The Owners agree to sell, convey and discharge all such interests in and to said parcels by executing in writing any and all necessary deeds, documents and/or conveyances, including, but not limited to, Requests for Partial Releases.

4. The City agrees that all closing costs related and/or incidental to the conveyance of the above stated parcels by the Owners to the City shall be paid by the City.

5. The signing of this Agreement by the parties hereto hereby grants possession of the stated parcels to the City and shall serve as an irrevocable license to use said parcels for the purposes aforescribed until the Owners execute and deliver to the City the appropriate documents as stated in paragraph 2 above.

6. 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.

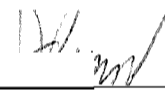
7. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.

8. This is a legal instrument. The City recommends the Owners seek the advise of their own legal and tax counsel before signing this Memorandum of Agreement.

Dated the day and year first above written.

Owners:

City of Grand Junction, a Colorado


James M. Flynn, Co-Trustee of The Flynn Trust
/Dated the 21st day of December, 1994


Tim Woodmansee, Real Estate Manager

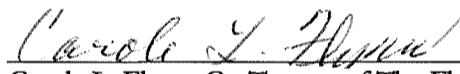

Carole L. Flynn, Co-Trustee of The Flynn Trust
Dated the 21st day of December, 1994

EXHIBIT "

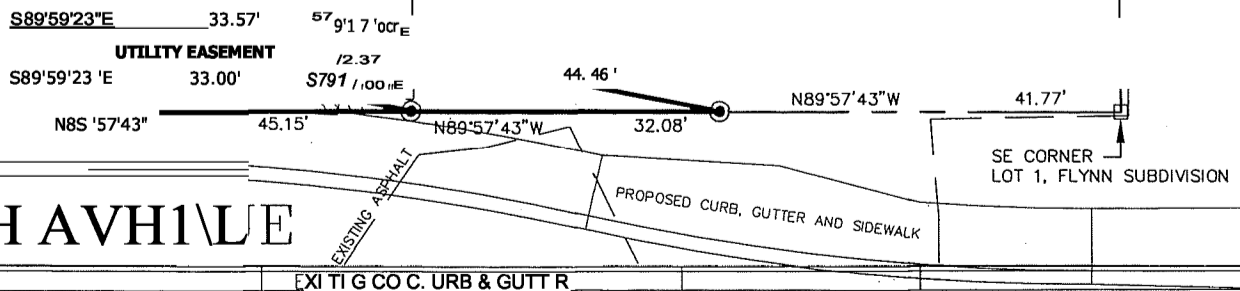
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A PORTION OF LOT 1
FLYNN SUBDIVISION



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NORTH AVENUE

DRAWN BY: SRP
DATE: 2-15-2001
SCALE: 1" = 20'
APPR. BY: TW
FILE NO: 29ROAD10.DWG

RIGHT-OF-WAY DESCRIPTION

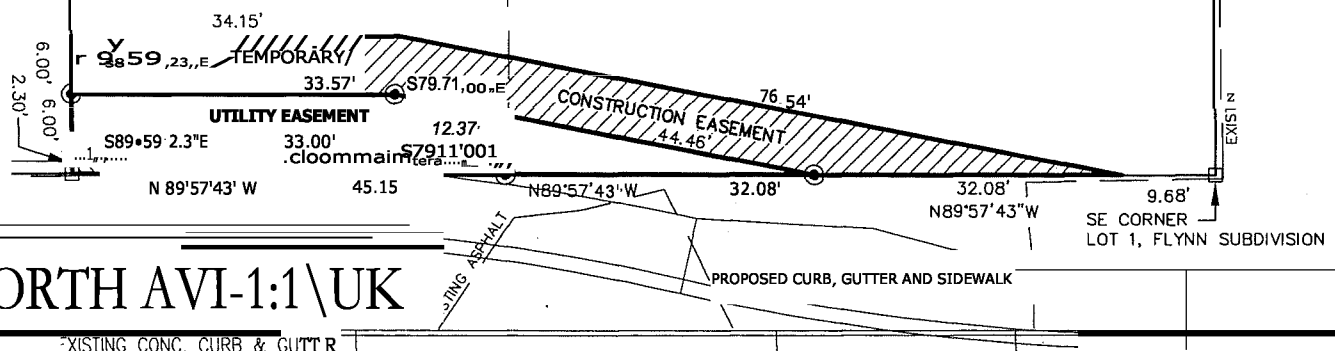
29 ROAD — 170B TO BUNTINO AVENUE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

EXHIBIT "B"

2943-083-12-004
 JAMES M. & CAROLE L. FLYNN
 2906 NORTH AVENUE
 TEMP. CONST. EASEMENT AREA = 566.16 SQ.FT.

A PORTION OF LOT 1
 FLYNN



1\ORTH AVI-1:1\UK

DRAWN BY: SRP
 DATE: 2-15-2001
 SCALE: 1" = 20'
 APPR. DY: TW
 FILE NO: 29ROAD10B.DWC

RIGHT-OF-WAY DESCRIPTION MAP

29 ROAD - 170B 2'0 BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION