

FRU0129R

TYPE OF RECORD: PERMANENT

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

PURPOSE: PUBLIC ROADWAY AND UTILITIES RIGHT-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: FRUITVALE CORNER LIMITED LIABILITY COMPANY, A WYOMING LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): FRUITVALE, CORNER, 29 ROAD-I70 TO BUNTING AVENUE, LOT 1, FLYNN SUBDIVISION

PARCEL NO.: 2943-083-12-003

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

Fruitvale Corner Limited Liability Company, Grantor, for and in consideration of the sum of Four Thousand Six Hundred Thirty and 09/100 Dollars (\$4,630.09), 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:

Beginning at the Southwest 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 00°03'46" W along the west boundary line of Lot 1 of said Flynn Subdivision a distance of 23.03 feet;  
thence leaving the west boundary line of said Lot 1, S 47°31'28" E a distance of 30.78 feet;  
thence S 89°59'23" E a distance of 77.32 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 of said Flynn Subdivision;  
thence S 00°03'46" E along the east boundary line of said tract of land a distance of 2.30 feet to a point on the south boundary line of said Lot 1;  
thence N 89°57'43" W along the south boundary line of said Lot 1 a distance of 100.00 feet to the Point of Beginning,  
containing 463.09 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 6<sup>TH</sup> day of June, 2001.

Fruitvale Corner Limited Liability Company,  
a Wyoming limited liability company

By: [Signature]  
James P. Flynn, Member

State of Colorado )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 6<sup>TH</sup> day of June, 2001 by James P. Flynn, Member of Fruitvale Corner Limited Liability Company, a Wyoming limited liability company.

My commission expires 3.3.05.

Witness my hand and official seal.



[Signature]  
Notary Public

**EXHIBIT "A"**

LOT 2

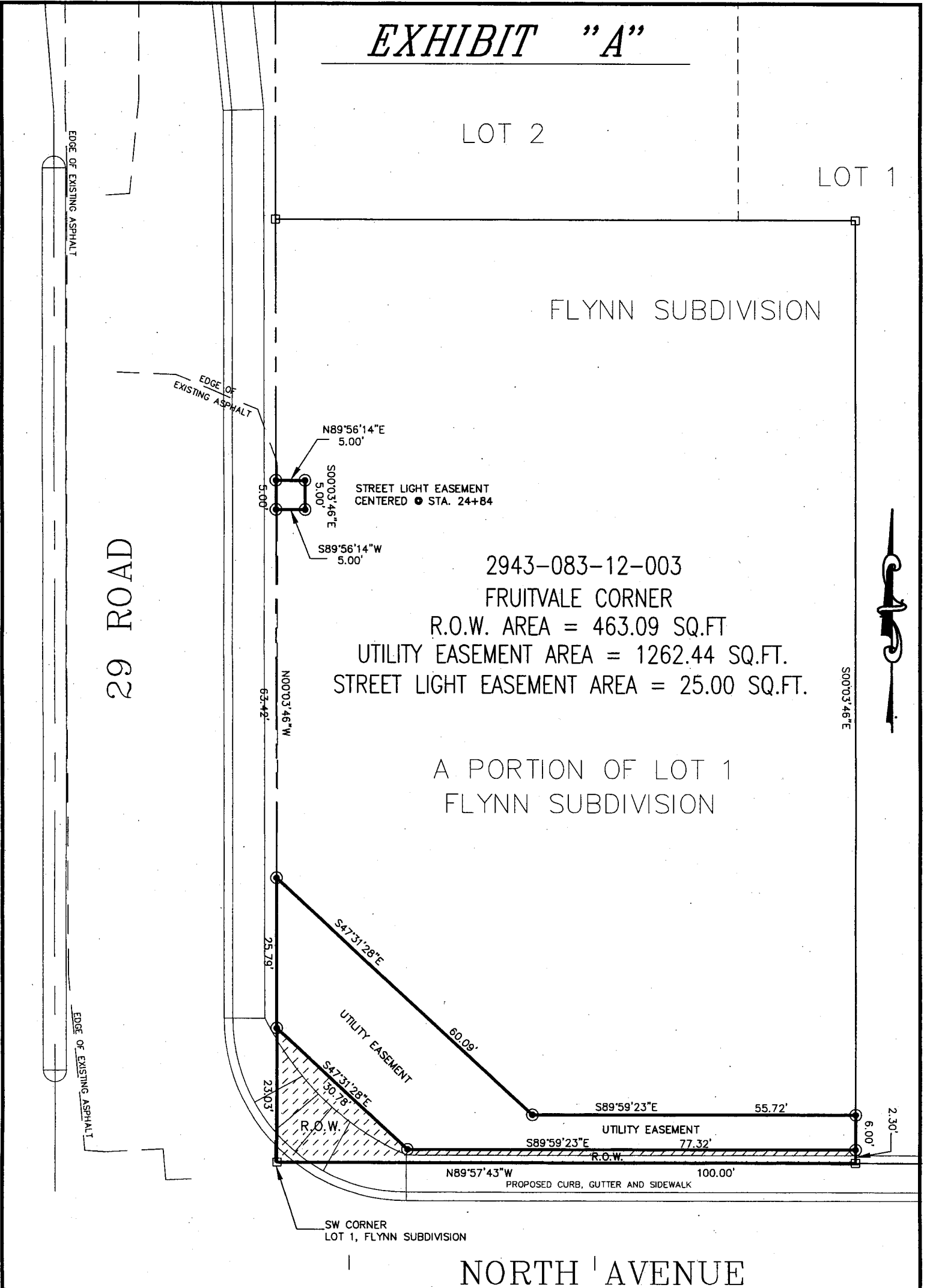
LOT 1

FLYNN SUBDIVISION

29 ROAD

2943-083-12-003  
 FRUITVALE CORNER  
 R.O.W. AREA = 463.09 SQ.FT  
 UTILITY EASEMENT AREA = 1262.44 SQ.FT.  
 STREET LIGHT EASEMENT AREA = 25.00 SQ.FT.

A PORTION OF LOT 1  
 FLYNN SUBDIVISION



NORTH AVENUE

DRAWN BY: SRP  
 DATE: 2-6-2001  
 SCALE: 1" = 20'  
 APPR. BY: IW  
 FILE NO: 29ROAD9.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 6<sup>th</sup> day of June, 2001, by and between Fruitvale Corner Limited Liability Company, hereinafter referred to as "the Owner", 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 I-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 Owner owns two (2) tracts of land adjacent to the Project as identified by Mesa County Tax Schedule Number 2943-083-12-002 (also known as 2900 North Avenue), and 2943-083-12-003 (no address assigned), said tracts hereinafter collectively 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 Owner Parcel No. RW-111, a parcel of land for Public Roadway & Utilities Right-of-Way purposes containing of 463.09 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 Owner Parcel No. PE-111, a Perpetual Utilities Easement containing 1,262.44 square feet as defined and depicted on the attached **Exhibit "A"**.

E. To accommodate the installation, operation, maintenance, repair and replacement of a street light associated with the Project, the City needs to acquire from the Owner Parcel No. SLE-111, a Perpetual Street Light Easement containing 25.0 square feet as defined and depicted on the attached **Exhibit "A"**.

F. To accommodate the continued operation, maintenance, repair and replacement of an existing electrical transformer, the City needs to acquire from the Owner Parcel No. PE-112, a Perpetual Utilities Easement containing 150.0 square feet as defined and depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

G. 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 Owner the following sum of money as just compensation for the above stated parcels:

Parcel No. RW-111:	463.09 sq.ft. @ \$10.00/sq.ft.	= \$ 4,630.90 ✓
Parcel No. PE-111, area 1:	928.12 sq.ft. @ \$10.00/sq.ft. x 90%	= \$ 8,353.08 ✓
Parcel No. PE-111, area 2:	334.32 sq.ft. @ \$10.00/sq.ft. x 25%	= \$ 835.80 ✓
Parcel No. SLE-111:	25.00 sq.ft. @ \$10.00/sq.ft. x 90%	= \$ 225.00 ✓
Parcel No. PE-112:	150.00 sq.ft. @ \$10.00/sq.ft. x 25%	= \$ 375.00 ✓
Plus Damages:	No Damages Identified	= \$ -0-
	Less Special Benefits	= <u>\$not measured</u>

Total Offer of Just Compensation = \$14,419.78

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 Owner hereby accepts the City's offer for just compensation, and the City hereby agrees to pay to the Owner 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 Owner upon the execution and delivery by the Owner 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. RW-111, and **(c)** one (1) good and sufficient Grant of Easement for Parcel No. PE-111, and **(d)** one (1) good and sufficient Grant of Easement for Parcel No. SLE-111, and **(e)** one (1) good and sufficient Grant of Easement for Parcel No. PE-112, and **(f)** a completed and executed Federal Form W-9.

3 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 parcels, 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. The Owner 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 Owner 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 Owner executes and delivers 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.

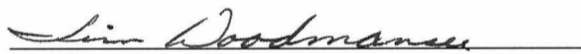
8. This is a legal instrument. The City recommends the Owner seek the advise of its own legal and tax counsel before signing this Memorandum of Agreement.

Dated the day and year first above written:

Owner:

City of Grand Junction, a Colorado

  
James P. Flynn, Member  
Fruitvale Corner Limited Liability Company

  
Tim Woodmansee, Real Estate Manager

~~James M. Flynn, Manager  
Fruitvale Corner Limited Liability Company~~

# EXHIBIT "A"

LOT 2

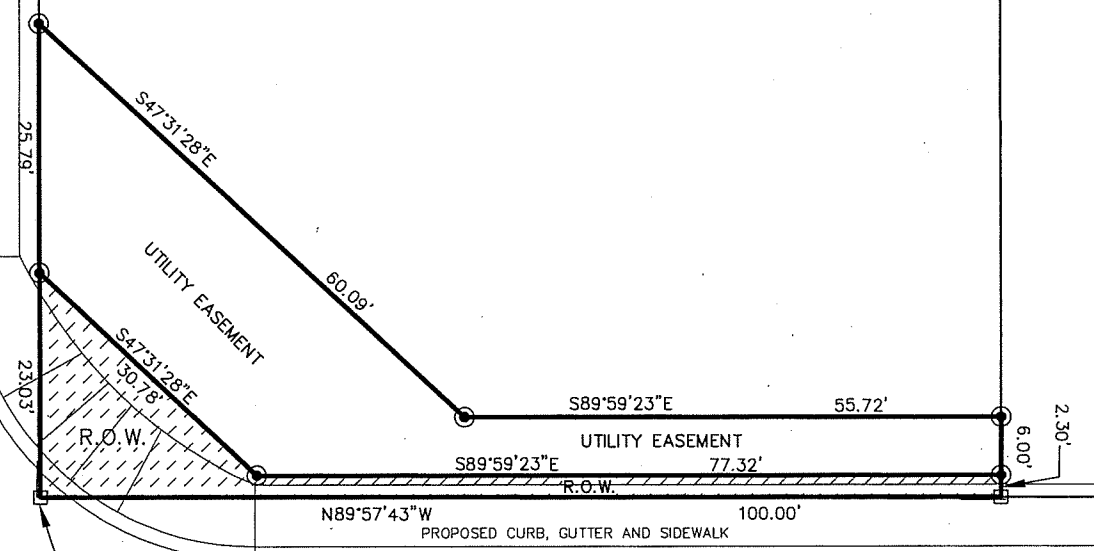
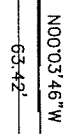
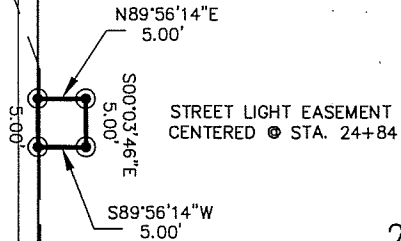
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 UTILITY EASEMENT AREA = 1262.44 SQ.FT.  
 STREET LIGHT EASEMENT AREA = 25.00 SQ.FT.

A PORTION OF LOT 1  
 FLYNN SUBDIVISION



SW CORNER  
 LOT 1, FLYNN SUBDIVISION

NORTH AVENUE

DRAWN BY: SRP  
 DATE: 2-6-2001  
 SCALE: 1" = 20'  
 APPR. BY: TW  
 FILE NO: 29ROAD9.DWG

RIGHT-OF-WAY DESCRIPTION MAP  
 29 ROAD - 170B TO BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION

*EXHIBIT "A"*

GRVL.  
DWY.

EDGE OF EXISTING ASPHALT

NE CORNER  
LOT 2, FLYNN SUBDIVISION

S89°57'43"E  
80.00'

EXISTING 10' UTILITY EASEMENT

S89°57'43"E  
10.00'

N00°03'46"W  
15.00'

S00°03'46"E  
15.00'

10.00' 7.44'

N89°57'43"W

25.00'

S00°03'46"E

PROPOSED CURB, GUTTER AND SIDEWALK

2943-083-12-002  
FRUITVALE CORNER  
2900 NORTH AVENUE  
UTILITY EASEMENT AREA = 150.00 SQ.FT.

LOT 2  
FLYNN SUBDIVISION

LOT 1

A PORTION OF LOT 1

WEST LINE OF THE SW 1/4 OF SEC. 8, T1S, R1E, U.M.

EDGE OF EXISTING ASPHALT

29 ROAD

EDGE OF EXISTING ASPHALT

DRAWN BY: SRP

DATE: 2-15-2001

SCALE: 1" = 20'

APPR. BY: IW

FILE NO: 29ROAD11.DWG

RIGHT-OF-WAY DESCRIPTION MAP

29 ROAD - 170B TO BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION