

LSB97UNA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: WARRANTY DEED

NAME OF AGENCY OR CONTRACTOR: LAWRENCE R. BALERIO JR. AND
SHERRY A. BALERIO

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2738 UNAWEEP AVENUE,
EASEMENT, PARCEL NO. 2945-243-10-027

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

1815238 0312PM 10/01/97
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

Lawrence R. Balerio, Jr. and Sherry A. Balerio, whose address is 2738 UnawEEP Avenue, Grand Junction, Colorado, Grantors, for and in consideration of the sum of Thirty-seven and 84/100 Dollars (\$37.84), the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell and convey and by these presents do hereby grant, bargain, sell and convey to THE CITY OF GRAND JUNCTION, a Colorado home rule municipality of the State of Colorado, Grantee, the following described tract of land, being Parcel No. 166 of City of Grand Junction UnawEEP Avenue Improvement Project, for Roadway and Utilities Right-of-Way purposes, to wit:

Commencing at the Southeast Corner of Lot 5, of Dave W. Olson Subdivision, situate in the Southwest 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 6 at Page 2 in the office of the Mesa County Clerk and Recorder, and considering the South line of the Dave W. Olson Subdivision to bear S 90°00'00" W with all bearings contained herein being relative thereto; thence S 90°00'00" W along the South line of said Lot 5 a distance of 88.85 feet; thence N 00°01'30" W a distance of 3.00 feet; thence S 90°00'00" W along the South line of said Lot 5 and Lot 4 a distance of 153.59 feet; to the True Point of Beginning; S 90°00'00" W along the South line of said Lot 4 a distance of 5.91 feet; thence N 00°01'30" W a distance of 6.40 feet; thence S 42°44'26" E a distance of 8.71 feet to the True Point of Beginning, containing 18.92 square feet as described herein and as depicted on the attached Exhibit "A".

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantors hereby covenanting that they will warrant and forever defend the title and quiet possession to said premises unto the said Grantee and unto the Grantee's successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this Deed has been executed and delivered this 21st day of April, 1997.

Lawrence R. Balerio, Jr.

Lawrence R. Balerio, Jr.

Sherry A. Balerio

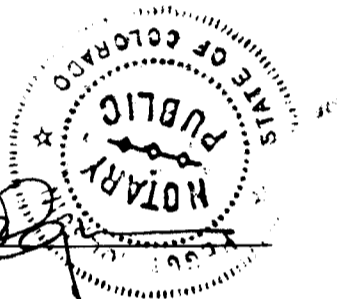
Sherry A. Balerio

State of Colorado)
)SS.
County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of April, 1997, by Lawrence R. Balerio, Jr. and Sherry A. Balerio.

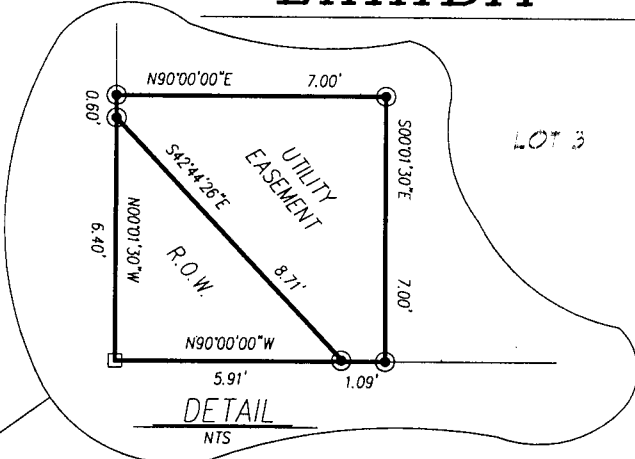
Witness my hand and official seal.
My commission expires 3.3.01

[Signature]
Notary Public



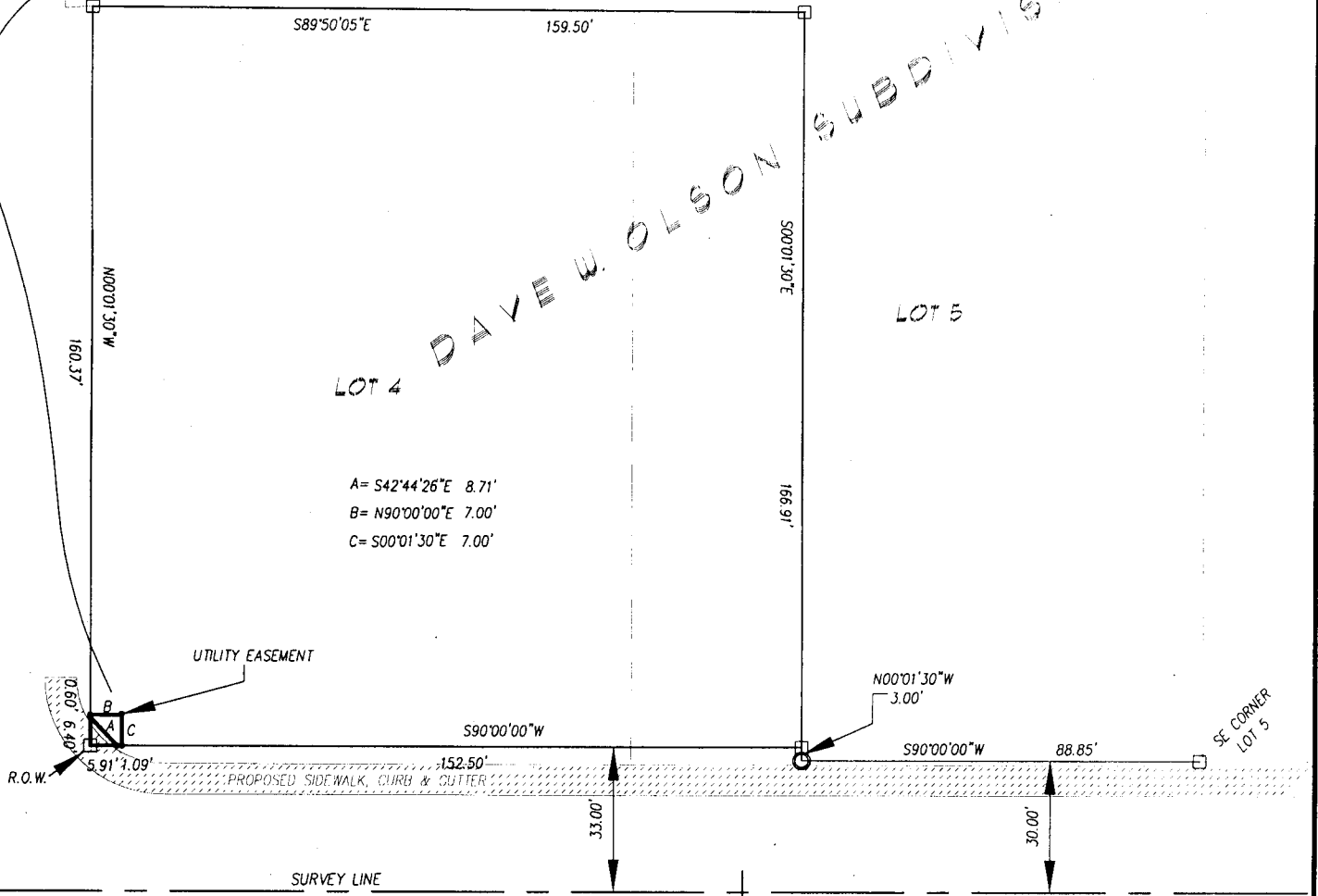
Notary Public

EXHIBIT "A"



273/8 ROAD

DAVE W. OLSON SUBDIVISION



A = S42°44'26"E 8.71'
 B = N90°00'00"E 7.00'
 C = S00°01'30"E 7.00'

UNAWEEP (C ROAD)

2945-243-10-027
 LAWRENCE R. BALE'YO, JR. & SHERRY A. BALERIO,
 2738 UNAWEEP AVENUE
 RIGHT-OF-WAY AREA = 18.92 SQFT.
 UTILITY EASEMENT AREA = 30.08 SQFT.

DRAWN BY: SRP
 DATE: 4-22-97
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: WEEP78.DWG

EASEMENT DESCRIPTION MAP
 UNAWEEP (166)

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

MEMORANDUM OF AGREEMENT

**RIGHT-OF-WAY FOR UNAWEEP AVENUE IMPROVEMENT PROJECT
GRAND JUNCTION, COLORADO**

Agreement has been reached this 5TH day of May, 1997 between Lawrence R. Balerio, Jr. and Sherry A. Balerio, hereinafter referred to as "the Owners"), and the City of Grand Junction, a Colorado home rule municipality (hereinafter referred to as "the City").

W I T N E S S E T H:

WHEREAS, in accordance with the directive of the Grand Junction City Council, the City will be installing roadway improvements to UnawEEP Avenue between U.S. Highway 50 and 28 1/2 Road (hereinafter "the Project") for the health, safety and welfare of the inhabitants of the City of Grand Junction; and

WHEREAS, the Project will cross the Owner's real property as shown on Exhibits A attached hereto and incorporated herein by reference; and

WHEREAS, in order to proceed with the Project, the City needs to acquire from the Owner Parcel No. PE166 containing 30.08 square feet, Parcel No. RW166 containing 18.92 square feet for Roadway and Utilities Right-of-Way purposes as shown on Exhibit "A" attached hereto and incorporated herein by reference, said tract of land hereinafter referred to as "the Parcel"; and

WHEREAS, the amount of money established as just compensation for the Parcels was determined by an Independent Valuation in accordance with applicable State laws and regulations, as follows:

Value of Land to be Acquired:

Parcel No. PE166	30.08 (net) square feet @ \$2.00/s.f. x 99.9%	=	\$	60.10
Parcel No. RW166	18.92 (net) square feet @ \$2.00/s.f. x 100%	=	\$	37.84
Parcel No. TCE166				
	Lump Sum	=	\$	100.00
	Damages	=	\$	-0-
	Special Benefits	=		<u>not measured</u>
	Total Just Compensation	=	\$	197.94

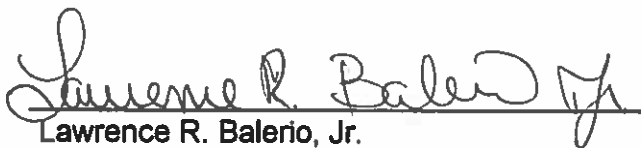
NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

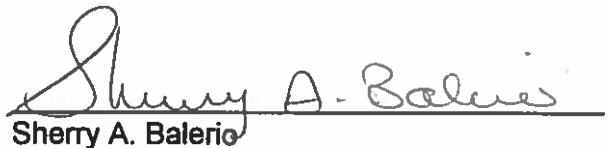
1. The just compensation as stated above to be paid by the City to the Owners as herein stated shall include full compensation for the Owners' interests, either present or future, and the interests of all lienors and lessees of the Owners and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to, that certain Deed of Trust for the use of Colorado National Bank dated May October 20, 1983 and recorded in Book 1460 at Page 791 in the office of the Mesa County Clerk and Recorder, and Assumed by the parties listed above on April 11, 1993 and recorded in Book 1979 at Page 997 in the office of the Mesa County Clerk and Recorder, and Federal Tax Liens recorded at Book 2140 at Page 266 and 267 on April 21, 1995, Book 2176 at Page 665 on October 2, 1995, and Book 2185 at Page 882 on November 13, 1995 all in the office of the Mesa County Clerk and Recorder, and the Owners agree to discharge the same by executing in writing any and all necessary deed, document and/or conveyance, including, but not limited to, Request for Partial Release.

2. The City agrees that all closing costs incidental to the conveyance of the Parcel by the Owners to the City shall be paid by the City.
3. The parties hereto believe that the Project will not cause a decrease in market value to the Owners' remaining property; therefore, no severance damages will occur as a result of the Project or the conveyance of the Parcel to the City. The Project is expected to provide future special benefits and increased value to the Owners' remaining property to the extent that said remaining property will have improved access and drainage. Although recognized, the value of future benefits and increased value to the Owners' property have not been computed.
4. The City agrees to repair any physical damage caused to the Owners' remaining property which may result from construction activities related to the Project; if any portion of the Owners' remaining property is physically damaged or disturbed by the installation of the Project improvements, the City will, within thirty (30) days of the City Engineer's acceptance of the installation of the Project improvements, restore the damaged or disturbed areas to a condition which is equal to or better than that which existed prior to the commencement of construction for the Project.
5. Subject to the procurement of a Partial Release of that certain Deed of Trust referred to in Paragraph No. 1, the just compensation hereinabove agreed upon shall be paid to the Owners upon the execution and delivery of a good and sufficient Warranty Deed and Grant of Easement. The signing of this Agreement by the parties hereto hereby grants possession of the Parcel to the City and shall serve as an irrevocable license to use the Parcel for the purposes aforescribed until the execution and delivery of said Warranty Deed.
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 its respective successors and assigns.
8. This is a legal instrument. The City recommends the Owners seek the advise of its own legal and tax counsel before signing this Memorandum of Agreement.

Dated the day and year first above written.

Owners:


Lawrence R. Balerio, Jr.

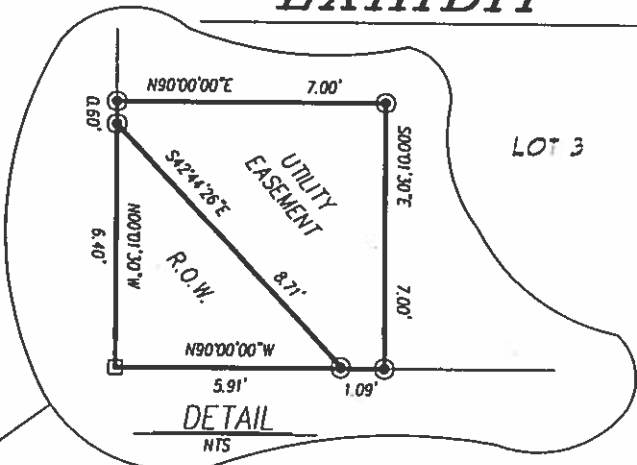

Sherry A. Balerio

For the City of Grand Junction, Colorado



Tim Woodmansee
City Property Agent

EXHIBIT "A"



27318 ROAD

LOT 4 DAVE WOLSON SUBDIVISION

- A = S42°44'26"E 8.71'
- B = N90°00'00"E 7.00'
- C = S00°01'30"E 7.00'



UNAWEEP (C ROAD)

SE CORNER
W 1/2 SE 1/4 SW 1/4
SECTION 24, T1S, R1W, UM

2945-243-10-027
 LAURENCE R. BALE, JR. & SHERRY A. BALERIO,
 2738 UNAWEEP AVENUE
 RIGHT-OF-WAY AREA : 1892 SQFT.
 UTILITY EASEMENT AREA : 3008 SQFT.

DRAWN BY: SRP
 DATE: 4-22-97
 SCALE: 1" = 40'
 APPR. BY: TW
 FILE NO: WEEP78.DWG

EASEMENT DESCRIPTION MAP
 UNAWEEP (166)

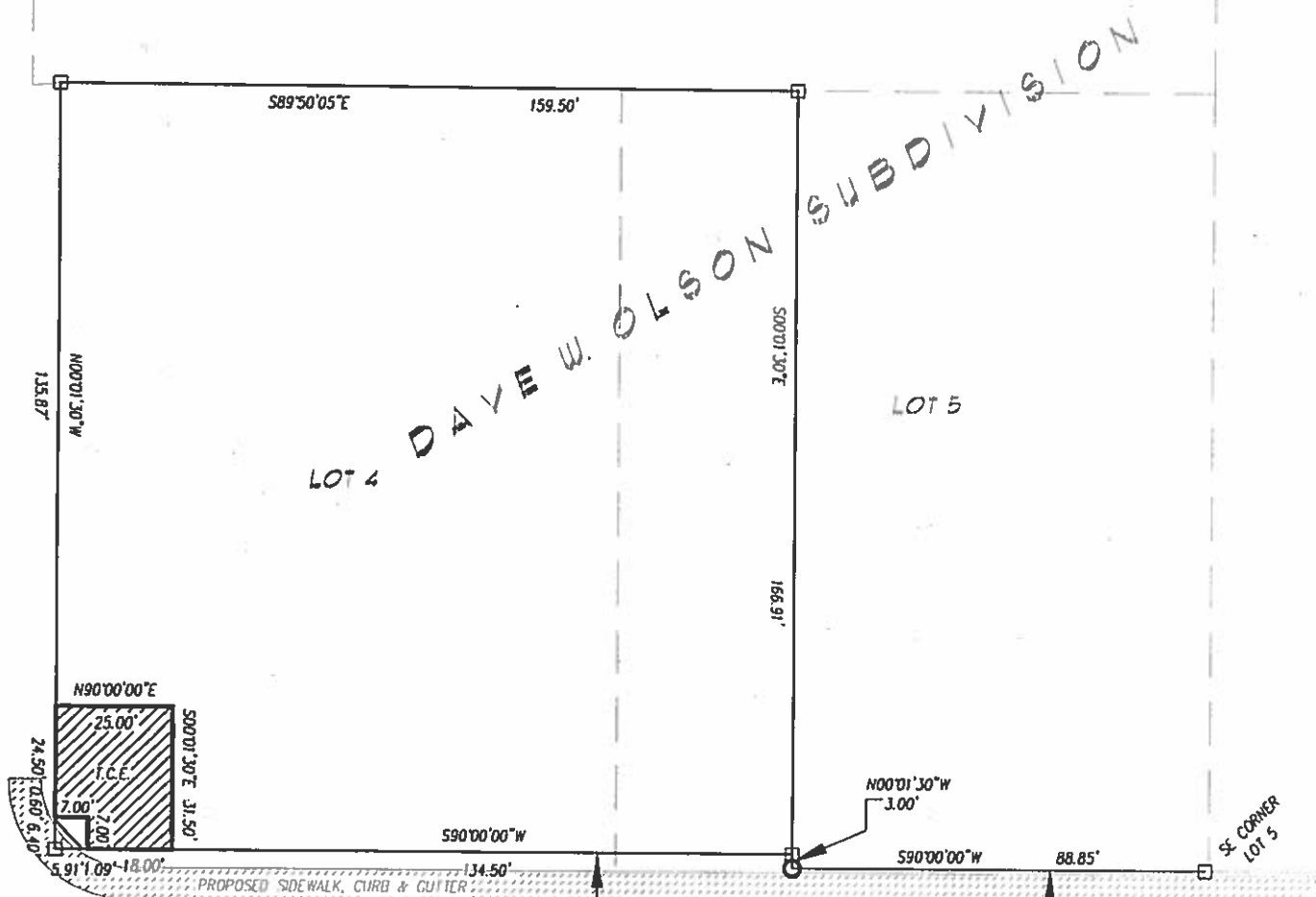
DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

EXHIBIT "B"

LOT 3



27 3/8 ROAD



SURVEY LINE
CENTERLINE CONSTRUCTION LINE

STA. 63+00

UNAWEEP (C ROAD)

SE CORNER
W 1/2 SE 1/4 SW 1/4
SECTION 24, T1S, R1W, UM

2945-243-10-027
LAWRENCE R. BALERIO, JR. & SHERRY A. BALERIO
2738 UNAWEEP AVENUE
TEMPORARY CONSTRUCTION EASEMENT AREA : 138.50 SQFT.

EASEMENT DESCRIPTION MAP

UNAWEEP (166)

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

DRAWN BY: SRP
DATE: 4-22-97
SCALE: 1" = 40'
APPR. BY: TW
FILE NO: WEEP78A.DWG