

PAT0129R

TYPE OF RECORD: PERMANENT

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

PURPOSE: PUBLIC ROADWAY AND UTILITIES RIGHT-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: BARRY L. PATTEN AND NILA J. PATTEN

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 505 ½ 29 ROAD,  
GRAND JUNCTION

PARCEL NO.: 2943-074-00-085

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



# EXHIBIT "A"

8

2943-074-00-085  
505 1/2 29 ROAD  
BARRY L. & N.J. PATTEN

RIGHT OF WAY AREA = 200.00 SQ.FT.  
UTILITY EASEMENT AREA = 125.00 SQ.FT.

7

S89°48'55"E

N. 20' OF LOT 6

N00°03'46"W  
5.00'

25.00'  
S89°48'55"E

S00°03'46"E  
5.00'

UTILITY EASEMENT

25.00'

35.00'

N89°48'55"W

S. 30' OF LOT 6

ROSCOE R. GIFFIN SUBDIVISION

5

4

PROPOSED IRRIGATION LINE

NE CORNER  
LOT 6

EXISTING EDGE OF ASPHALT

10.00'

N00°03'46"W  
20.00'

S00°03'46"E  
20.00'

10.00'

PROPOSED CURB, GUTTER & SIDEWALK

SE CORNER  
LOT 6

EAST LINE OF THE SE 1/4 SE 1/4 OF SEC. 7

29 ROAD

DRAWN BY: SRP  
DATE: 2-26-2001  
SCALE: 1" = 20'  
APPR. BY: TW  
FILE NO: 29ROAD4.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 2nd day of April, 2001, by and between Barry L. Patten and Nila J. Patten, 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 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 Owners own a tract of land adjacent to the Project located at 505½ 29 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Tax Schedule Number 2943-074-00-085, 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 one (1) parcel of land for Public Roadway & Utilities Right-of-Way purposes: (1) Parcel No. RW-104 containing of 200.00 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-104, a Perpetual Utilities Easement containing 125.00 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-104, a Temporary Construction Easement containing 402.00 square feet as defined and depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.
- F. The Owners desire to waive their rights to receive monetary compensation for the above stated parcels and have requested, instead, that in-kind services be performed upon the Owner's Property contemporaneous with the City's implementation of the Project. Specifically, the Owner's have requested that the City install asphalt paving upon a portion of the driveway serving the Owner's Property.

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 warrant and represent that they have been advised of their right to receive, but do hereby decline monetary compensation for the above stated parcels.
2. The City agrees to install 3-inches of hot mix bituminous paving over 6-inches of Class 6 aggregate base course material over the width of the Owner's driveway for a length of 60-feet, which length shall be measured from the new right-of-way line to be created by Parcel No. RW-104.
3. The City's obligation to install the improvements described in paragraph 2 above shall be contingent 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. RW-104, **(c)** one (1) good and sufficient Grant of Easement for Parcel No. PE-104, and **(d)** one (1) fully executed Temporary Construction Easement Agreement for Parcel No. TCE-104.
4. The in-kind services 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 that the above stated parcels shall be conveyed to the City free of all liens and encumbrances.
5. 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.

6. 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.

7. 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.

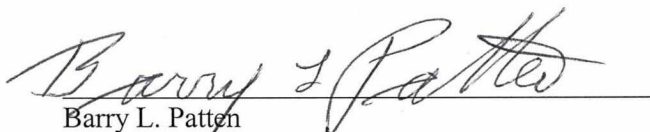
8. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.

9. 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:

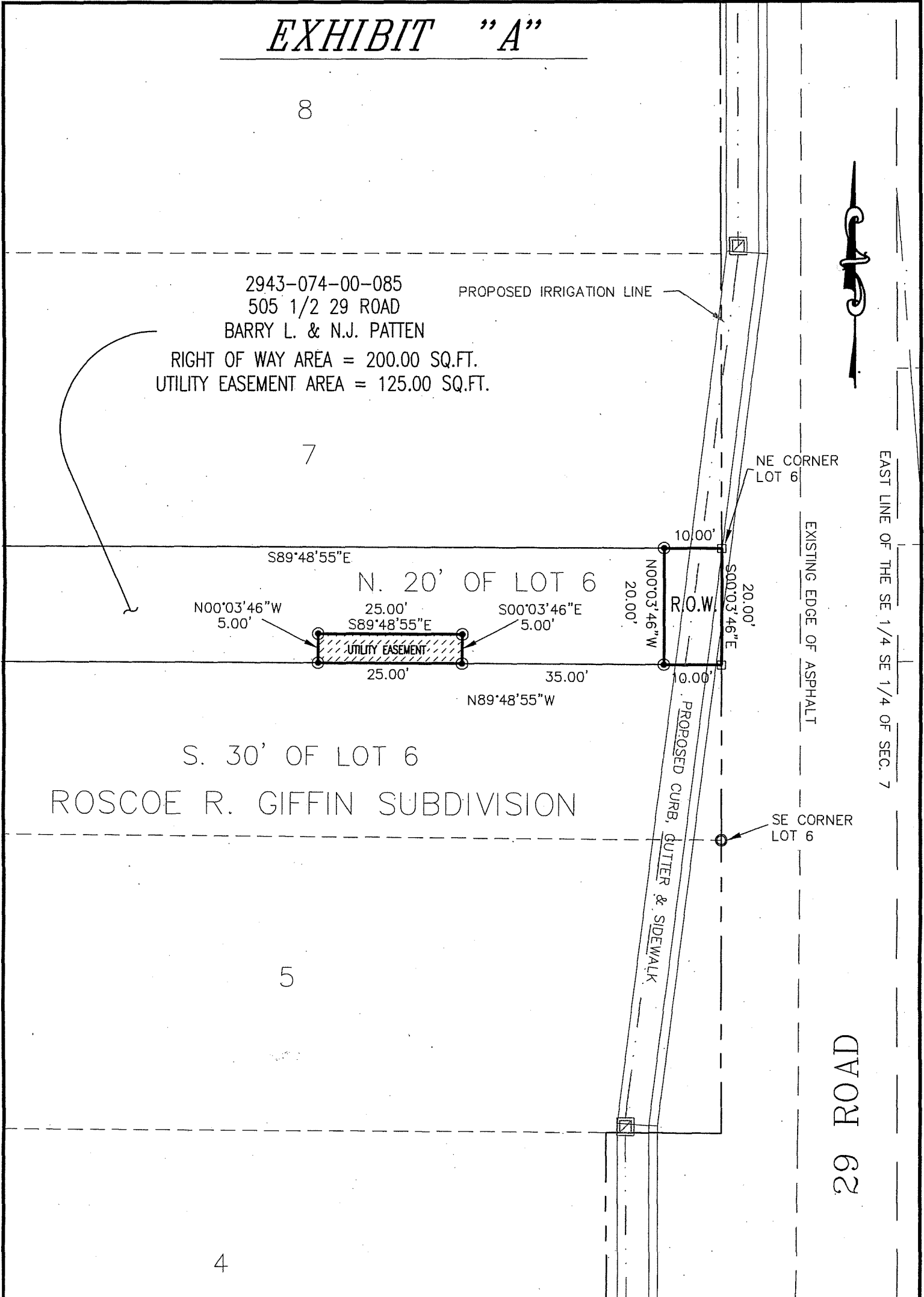
City of Grand Junction, a Colorado

  
Barry L. Patten

  
Tim Woodmansee, Real Estate Manager

  
Nila J. Patten

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 BARRY L. & N.J. PATTEN  
 RIGHT OF WAY AREA = 200.00 SQ.FT.  
 UTILITY EASEMENT AREA = 125.00 SQ.FT.

N. 20' OF LOT 6  
 UTILITY EASEMENT  
 25.00' S89°48'55"E  
 5.00' N00°03'46"W  
 5.00' S00°03'46"E

S. 30' OF LOT 6  
 ROSCOE R. GIFFIN SUBDIVISION

29 ROAD

DRAWN BY: SRP  
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RIGHT-OF-WAY DESCRIPTION MAP  
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DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION

# EXHIBIT "B"

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BARRY L. & N.J. PATTEN

TEMPORARY CONSTRUCTION EASEMENT AREA = 402.00 SQ.FT.

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PROPOSED IRRIGATION LINE

TEMPORARY CONSTRUCTION EASEMENT

NE CORNER  
LOT 6

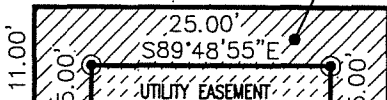
EAST LINE OF THE SE 1/4 SE 1/4 OF SEC. 7

EXISTING EDGE OF ASPHALT

N. 20' OF LOT 6

S89°48'55"E

37.00'



25.00'

S89°48'55"E

6.00'

25.00'

N89°48'55"W

6.00'

10.00'

20.00'

20.00'

R.O.W.

20.00'

20.00'

6.00'

10.00'

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6.00'

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PROPOSED CURB, GUTTER & SIDEWALK

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29 ROAD

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