MSC0929R

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

CONTRACT (MEMORANDUM OF

AGREEMENT)

NAME OF CONTRACTOR:

MESA STATE COLLEGE REAL ESTATE

FOUNDATION

SUBJECT/PROJECT:

29 ROAD/ I-70 BUSINESS LOOP

INTERCHANGE PROJECT

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2009

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

MEMORANDUM OF AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS IN MESA COUNTY, COLORADO FOR THE 29 ROAD/I-70B INTERCHANGE PROJECT

This Memorandum of Agreement is made and entered into this 29^{12} day of 3009, by and between Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation, 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 Council of the City has determined that installation and operation of the **29 Road/I-70 Business Loop Interchange in** Mesa County, Colorado, ("the Project") is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. The City Council of the City has committed all resources necessary for the construction and operation of the Project.
- B. The Owner owns a parcel of land within the limits of the Project located at 2899 D ½ Road, Grand Junction, Colorado in Mesa County, Colorado, as identified by Mesa County Tax Schedule Number 2943-184-00-097 and hereinafter referred to as "the Owner's Property".
- C. To accommodate the construction, installation, operation, maintenance, repair and replacement of the Project, the City has determined that it is necessary to acquire the following interests in and to the Owner's Property:
 - 1. A tract or parcel of land for Public Roadway & Utilities Right-of-Way purposes, identified as Project Parcel No. H-75, said parcel containing a total area of 46,625 square feet (1.070 acres), more or less, as described in attached **Exhibit "A"**; and also,
 - 2. An area of land to be used for Multi-Purpose Easement purposes, identified as Project Parcel No. H-75PE, said parcel containing a total area of 50,614 square feet (1.162 acres), more or less, as described in attached **Exhibit "B"**; and also,
- D. The Owner and the City desire to reach agreement for the sale and purchase of the above stated parcels. 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. H-75:		= \$ 10.00
Parcel No. H-75PE:		= \$ 10.00
Improvements:	None	= \$ 0.00
Damages:	No Damages Identified	=\$ 0.00
Restoration Costs:		=\$ 0.00
Less Special Benefits:	None measured	= \$ <u>0.00</u>

Total Offer of Just Compensation (rounded) = \$ 20.00

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 Total Offer of Just Compensation and the City hereby agrees to pay to the Owner said amounts, subject to the promises, terms, covenants and conditions of this Agreement.
- 2. The agreed upon just compensation shall be paid by the City to the Owner at Closing, as hereafter defined upon the execution and delivery by the Owner to the City of: (a) One fully executed original of this Memorandum of Agreement, and; (b) One (1) good and sufficient General Warranty Deed for Parcel No. H-75 substantially in the form of Exhibit "C" attached hereto and incorporated herein by reference; and (c) One (1) good and sufficient Grant of Perpetual Multi-Purpose Easement for Parcel No. H-75PE substantially in the form of Exhibit "D" attached hereto and incorporated herein by reference; and (d) a completed and executed Federal Form W-9.
- 3. The consideration set forth herein is in full settlement of all damages, including damages to the remainder, occurring to the Owner or the Owner's property, and includes full compensation for

the Owner's interest, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding. The Owner shall discharge the same from the proceeds of this Contract or otherwise, and shall secure other outstanding interests.

- 4. The Owner agrees that the just compensation as agreed upon between the Owner and the City is just and fully compensates the Owner for her interest in and conveyance of the above stated parcels. The Owner further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Owner's Property. The defense and/or settlement of claim(s) made by holders of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement is the sole responsibility of the Owner. The Owner understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the Owner's Property may claim all or any portion of the compensation paid pursuant to this Agreement. The Owner agrees to execute and deliver to the City any and all documents necessary to convey to the City clear, unencumbered title to the above stated parcels.
- 5. Property taxes which have accrued against the parcel for the year of closing, calculated on the basis of the property tax levy on the Owner's property for the preceding taxable year and prorated to the date of closing, shall be paid by the Owner.
- 6. Except as otherwise provided in paragraphs 4 and 5 above, 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. Closing of the conveyance shall occur on or before the 31st day of July, 2009, or at an earlier or later date as mutually agreed upon between the Owner and the City.
- 7. The City and the Owner acknowledge and agree that the City shall additionally undertake the following listed items and/or actions:
- a. The City, at its sole cost and expense, shall construct a 44-foot wide street connection to 29 Road, located at the intersection of 29 Road and the re-aligned portion of $D^{1/2}$ Road, corresponding to Project Station 160+22.84. The street improvements will be built to the current City of Grand Junction standard for a Collector Street and will extend to the west edge of the intersection corners as identified on Exhibit "F4".
- b. The City, at its sole cost and expense, shall construct a 28-foot curb opening and driveway at the traditional driveway location for the CSU Western Slope Veterinary Diagnostic Laboratory, corresponding to Project Station 151+63 and as identified on Exhibit "E2".
- c. The City, at its sole cost and expense, shall replace those parking spaces eliminated at the CSU Laboratory building by constructing parking lot improvements on the south side of the Laboratory building as identified on Exhibit "E2". The improvements will include concrete curbing around the perimeter, a gravel surface, concrete bumper blocks designating 15 parking stalls, and a security light mounted on the south side of the building.
- d. The City, at its sole cost and expense, shall replace the concrete irrigation ditch that runs along the east property line by constructing a new 12" x 18" rectangular concrete ditch located 3 feet outside of the new Multi-Purpose Easement, as identified on Exhibits "F2, F3, F4". The irrigation improvements will include a new headgate at the Mesa County Ditch, a concrete access box, and the reset of the existing pump located near the headgate, corresponding to Project Station 163+31.
- e. The City, at its sole cost and expense, shall reset the existing barbed wire and woven wire fence to the new Multi-Purpose Easement line, as identified on Exhibit "F2, F3, F4".
- 8. The City agrees to, at the City's sole cost and expense, reasonably repair and restore the surface and condition of those portions of the Owner's Property which may be affected or damaged by the City's construction activities for the Project, and to said affected or damaged areas to the Owner in a condition reasonably approximate to or better than that which existed prior to entry by the City.
- 9. The signing of this Agreement by the parties hereto hereby grants immediate possession of the above stated Parcel(s) to the City and shall serve as an irrevocable license to occupy and use said

Parcels for the purposes aforedescribed until the Owner executes and delivers to the City the appropriate documents as stated in paragraph 2 above and until the beneficiaries of any unpaid mortgages(s), deed(s) of trust or other financial indebtedness secured by the Owner's Property execute any and all required releases, including, but not limited to, Requests for Partial Releases. The Owner understands and agrees that City will take possession of the above stated parcel(s) free from all interests, including leasehold interests and tenancies, when the City tenders payment to the Owner by depositing the above-stated total offer of just compensation with the City's closing agent, Abstract & Title Company. The Owner further understands and agrees that the City will be entitled to specific performance of this Agreement upon tender by the City of the agreed consideration.

- 10. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties 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 Owner and the Owner's heirs, devisees, executors, administrators, legal representatives, successors, assigns and designees, but only after approval by designated authorities of the City of Grand Junction.
- 12. This Memorandum of Agreement is a legal instrument. The City recommends the Owner seek the advice of its own legal and tax counsel before signing this Agreement.

For the City of Grand Junction, a Colorado home rule municipality:

By: Date: 5-29-09

Title: CITY MANAGER

Owner: Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation

R. Arnold Butler, Chairman

JACOBS

September 29, 2008 071913.402.1.0021

707 17th Street
Denver Colorado 80202 U S A.
1,303 820 5240 Fax 1 303 820,2402

PROPERTY DESCRIPTION Parcel H-75

A parcel of land being a portion of the tract of land described in Book 1683 at Page 753 recorded on March 10, 1988 in the Mesa County Clerk and Recorder's Office lying in the Southeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northeast Corner of the Southeast Quarter of said Section 18 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Southeast Corner of said Section 18 (a 3 1/4" MCSM aluminum cap in a range box, 2006, LS 24331) bears S00°13'33"E a distance of 2642.09 feet; THENCE N89°35'13"W along the northerly line of said Southeast Quarter a distance of 56.00 feet to the POINT OF BEGINNING:

THENCE S89°35'13"E along the northerly line of said Southeast Quarter a distance of 26.00 feet; THENCE S00°13'33"E along a line 30.00 feet westerly of and parallel with the easterly line of said Southeast Quarter a distance of 2108.68 feet;

THENCE \$15°40'03"W a distance of 25.56 feet;

THENCE N00°13'33"W along a line 37.00 feet westerly of and parallel with the easterly line of said Southeast Quarter, tangent with the following described curve, a distance of 15.01 feet:

THENCE along the arc of a curve to the left, having a central angle of 2°18'22", a radius of 1963.00 feet, a chord bearing N01°22'44"W a distance of 79.01 feet, and an arc distance of 79.01 feet;

THENCE N02°31'55"W tangent with the last and following described curves a distance of 217.70 feet; THENCE along the arc of a curve to the right, having a central angle of 2°18'22", a radius of 2037.00

feet, a chord bearing N01°22'44"W, a distance of 81.98 feet, and an arc distance of 81.99 feet;

THENCE N00°13'33"W along a line 49.00 feet westerly of and parallel with the easterly line of said Southeast Quarter, tangent with the last described curve, a distance of 988.35 feet;

THENCE N00°45'27"E a distance of 196.20 feet;

THENCE N44°43'34"W a distance of 84.01 feet;

THENCE N00°12'35"W a distance of 56.56 feet;

THENCE N44°46'56"E a distance of 68.60 feet;

THENCE N00°13'33"W along a line 56.00 feet westerly of and parallel with the easterly line of said Southeast Quarter a distance of 390.57 feet to the POINT OF BEGINNING.

Containing 1.070 Acres, (46,625 square feet), more or less.

Basis of Bearing: N00°13'33"W between Mesa County Local Coordinate System points Southwest Corner of Section 17 (3 1/4" MCSM Aluminum Cap in Monument Box Stamped: MESA COUNTY SURVEY MARKER S18 S17 S19 S20 2006 LS 24331 NO. 25-2) and the Northwest Corner of the Southwest Quarter of Section 17, (MCSM Brass Cap set in concrete Stamped: MESA COUNTY SURVEY MARKER LS2280 1/4 S18 S17 No.26-1), both in Township 1 South, Range 1 East, Ute Meridian.

Prepared by

Date:

Maria Melfor McOmber, PLS 2496

For and on behalf of Jacobs Carter

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Jacobs Engineering Group Inc.



September 29, 2008 071913.402.1.0021

707 17th Street Denver, Colorado 80202 U.S.A. 1 303 820,5240 Fax 1 303,820,2402

PROPERTY DESCRIPTION Parcel H-75PE

A parcel of land being a portion of the tract of land described in Book 1683 at Page 753 recorded on March 10, 1988 in the Mesa County Clerk and Recorder's Office lying in the Southeast Quarter of Section 18, Township 1 South, Range 1 East of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Northeast Corner of the Southeast Quarter of said Section 18 (a MCSM brass cap set in concrete, LS 2280 1/4 S18 S17 No.26-1) whence the Southeast Corner of said Section 18 (a 3 1/4" MCSM aluminum cap in a range box, 2006, LS 24331) bears S00°13'33"E a distance of 2642.09 feet:

THENCE \$79°12'01"W a distance of 56.97 feet to the POINT OF BEGINNING;

THENCE S00°13'33"E along a line 56.00 feet westerly of and parallel with the easterly line of said Southeast Quarter a distance of 379.49 feet;

THENCE S44°46'56"W a distance of 68.58 feet;

THENCE S00°12'35"E a distance of 56.56 feet;

THENCE S44°43'34"E a distance of 84.01 feet;

THENCE S00°45'27"W a distance of 196.20 feet;

THENCE S00°13'33"E along a line 49.00 feet westerly of and parallel with the easterly line of said Southeast Quarter, tangent with the following described curve, a distance of 988.35 feet; THENCE along the arc of a curve to the left, having a central angle of 2°18'22", a radius of 2037.00 feet, a chord bearing S01°22'44"E, a distance of 81.98 feet, and an arc distance of 81.99 feet; THENCE S02°31'55"E, tangent with the last and following described curves, a distance of 217.70 feet:

THENCE along the arc of a curve to the right, having a central angle of 1°17'03", a radius of 1963.00 feet, a chord bearing S01°53'24"E, a distance of 43.99 feet, and an arc distance of 43.99 feet;

THENCE \$15°40'03"W, non-tangent with the last described curve, a distance of 49.98 feet: THENCE \$N00°13'33"W along a line \$1.00 feet westerly of and parallel with the easterly line of said Southeast Quarter, tangent with the following described curve, a distance of 13.06 feet; THENCE along the arc of a curve to the left, having a central angle of 2°18'22", a radius of 1949.00 feet, a chord bearing \$N01°22'44"W, a distance of 78.44 feet, and an arc distance of 78.45 feet; THENCE \$N02°31'55"W, tangent with the last and following described curves, a distance of 217.70 feet:

THENCE along the arc of a curve to the right, having a central angle of 2°18'22", a radius of 2051.00 feet, a chord bearing N01°22'44"W, a distance of 82.55 feet, and an arc distance of 82.55 feet;

THENCE N00°13'33"W along a line 63.00 feet westerly of and parallel with the easterly line of said Southeast Quarter, tangent with the last described curve, a distance of 1181,80 feet;

THENCE N48°38'27"W, a distance of 93.15 feet;

THENCE N00°00'00"W, a distance of 84.24 feet:

THENCE N16°50'37"E, a distance of 146.31 feet;

THENCE N00°00'00"E, a distance of 126.62 feet;

THENCE N44°46'03"W, a distance of 139.18 feet;

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JACOBS

707 17th Street Denver Colorado 80202 U.S.A. 1 303.820.5240 Fax 1.303.820.2402

Parcel H-75PE September 29, 2008 071913.402.1.0021 Page 2 of 2

THENCE N00°48'41"W, a distance of 35.43 feet; THENCE N89°46'27"E, a distance of 130.88 feet to the POINT OF BEGINNING.

Above described parcel contains 1.162 Acres (50,614 square feet), more or less, for a Multipurpose Easement to Mesa County for the use of County approved utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees, grade structures, irrigation, road construction and maintenance.

Basis of Bearing: N00°13'33"W between Mesa County Local Coordinate System points Southwest Corner of Section 17 (3 1/4" MCSM Aluminum Cap in Monument Box Stamped: MESA COUNTY SURVEY MARKER S18 S17 S19 S20 2006 LS 24331 NO. 25-2) and the Northwest Corner of the Southwest Quarter of Section 17. (MCSM Brass Cap set in concrete Stamped: MESA COUNTY SURVEY MARKER LS2280 1/4 S18 S17 No.26-1), both in Township 1 South, Range 1 East, Ute Meridian.

Date: Maria Mellor

For and on beha

WARRANTY DEED

This Warranty Deed made this _______ day of ________, 2009 by and between Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation, Grantor, whose address is 1100 North Avenue, Grand Junction, CO 81501, for and in consideration of Ten Dollars and 00/100, (\$10.00) and other good and valuable consideration, 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, Grantee, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the following described tract or parcel of land for Public Roadway Right-of-Way purposes, to wit:

A certain parcel of land for Road Right-of-Way purposes as described on **Exhibit "A"** and depicted on **Exhibit "B"**, 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 19 day of 9119, 2009.

Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation

R. Arnold Butler, Chairman

State of Colorado))ss.

County of Mesa

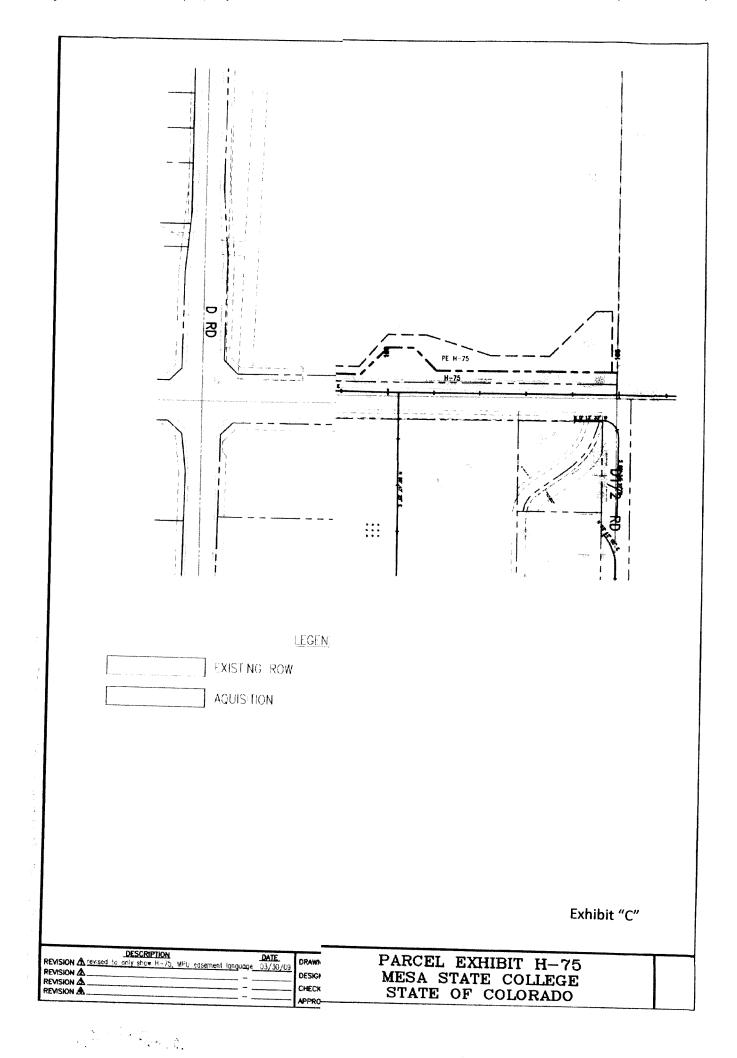
The foregoing instrument was acknowledged before me this day of 2009, by R. Arnold Butler, Chairman for Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation.

My commission expires 7-22-2012.

Witness my hand and official seal.

TAILY A.
AHN
OF COLOR

recely



GRANT OF MULTI-PURPOSE EASEMENT

Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation, Grantor, whose address is 1100 North Avenue, Grand Junction, Colorado 81501, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, irrigation and drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

As described on **Exhibit "A"** and depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

- 1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easement areas.
- 2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.
- 3. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 2 day of 21/24, 2009.

Mesa State College Real Estate Foundation, a Colorado Non-Profit Corporation

R. Arnold Butler, Chairman

State of Colorado)
County of Mesa)ss.
May	oing instrument was acknowledged before me this day of, 2009, by R. Arnold Butler, Chairman for Mesa State College Real , a Colorado Non-Profit Corporation.

My commission expires 7 - 22 - 2017.

Witness my hand and official seal.



Notary Public

