

**Multipurpose Easement
MPE-235**

Property owner: Frank Jones

Location: 545 29 Road

Parcel No. 2943-074-00-079

Easement for the 29 Road Improvement Project

No recorded easement located. See explanation in email attached.

Stephanie Tuin - Re: Missing Multipurpose Easement

From: Peter Krick
To: Stephanie Tuin
Date: 12/7/12 1:24 PM
Subject: Re: Missing Multipurpose Easement

Steph,

You are absolutely correct. For whatever reason, the Multipurpose Easement (and a Temporary Construction Easement) was never recorded. We did, however, compensate Mr. Jones for the two easements that were not recorded. I searched through a file here that belonged to Tim/Peggy and a recorded copy was not in the folder. I did find a copy of the sketch, but no description or copies of a conveyance document. Evidently, that one slipped through the cracks of our system.

Peter

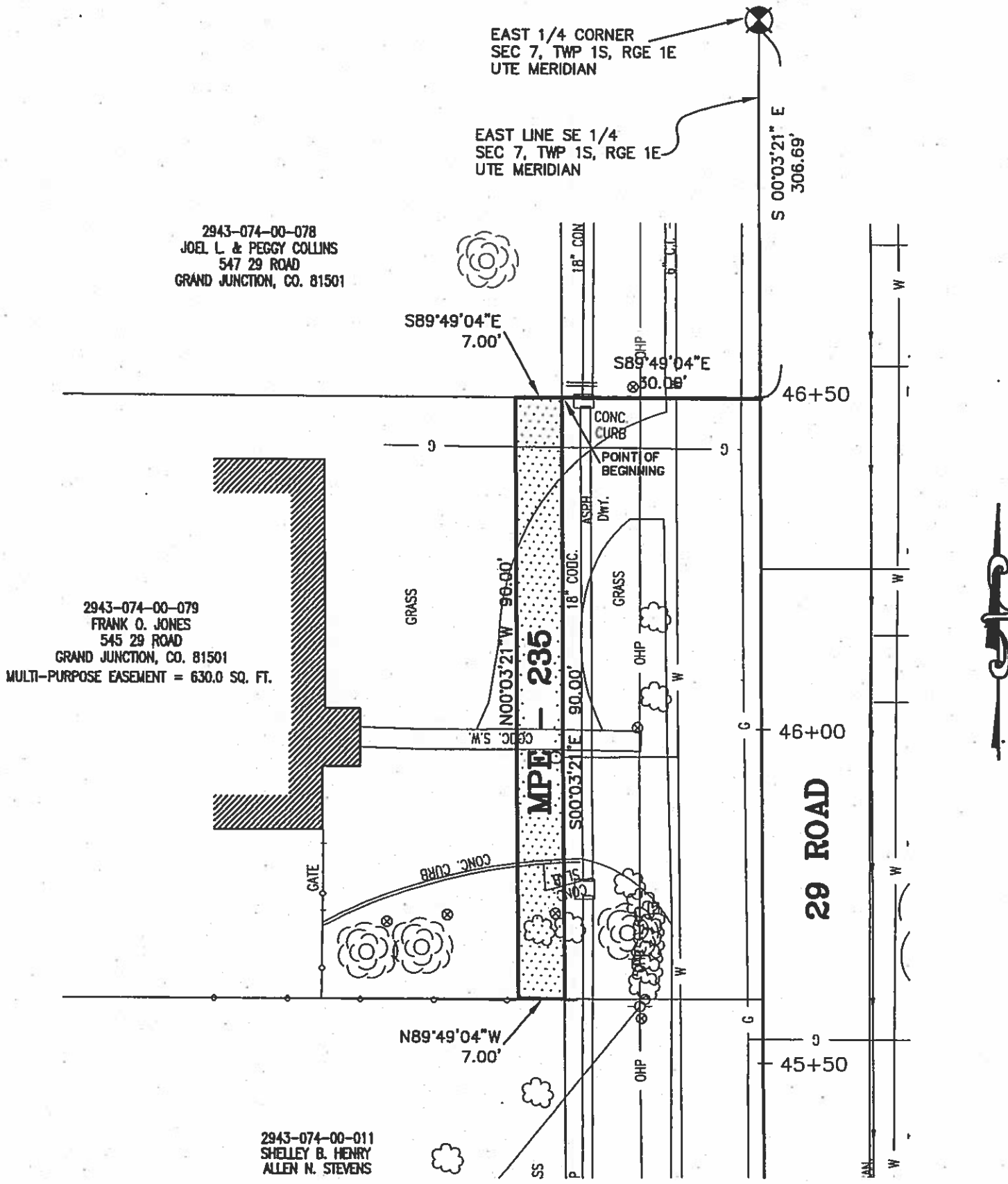
>>> Stephanie Tuin 12/6/2012 4:57 PM >>>

Hi Peter,

Please see the attached agreement from 2002, for the 29 Road Improvement Project. Before I can destroy this agreement, I am making sure we have all the deeds and easements that were agreed upon. I cannot find the multipurpose easement listed on this, I looked to see if it was in the County recorded documents and could not find it there either. Can you help find it? I appreciate your help.

Stephanie Tuin, MMC
Grand Junction City Clerk
970-244-1511
stepht@ci.grandjct.co.us

EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

REVISED: 2-27-2002

DRAWN BY: P.T.K.
 DATE: 10-02-2001
 SCALE: 1" = 20'
 APPR. BY: TW
 FILE NO: 1014DWG

29 ROAD
 RIGHT-OF-WAY DESCRIPTION MAP

2943-074-00-079

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

2011-01240 - 82250 - 30 - F 02202
Please hand deliver check to KV. Thanks

Submitted for payment on 9-9-02 @ 3:05

**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 9th day of September 2002, by and between Frank O. Jones, 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 North Avenue through Orchard Avenue ("the Project") during the 2002-2003 construction seasons. 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 a tract of land adjacent to the Project located at 545 29 Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Tax Schedule Number 2943-074-00-079, 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 Owner the following:

- for Public Roadway and Utilities Right-of-Way by Use purposes, a Quit Claim Deed to clear title to Parcel No. R/W-235A, said parcel containing a total of 1,305.50 square feet, all of which is located within the open, used and historical right-of-way for 29 Road as defined and depicted on Exhibit "A" attached hereto and incorporated herein by reference, and also;
- for Public Roadway and Utilities Right-of-Way purposes, Parcel No. R/W-235B, containing a total of 1,394.50 square feet as defined and depicted on the attached Exhibit "A" attached hereto and incorporated herein by reference, and also;
- for Multi-Purpose Easement purposes, Parcel No. MPE-235, containing a total of 630.00 square feet as defined and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

missing email to PIC 12-6-12

D. 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 Owner a Temporary Construction Easement, Parcel No. TCE-235, containing a total of 450.00 square feet as defined and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

E. 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. R/W-235A:	nominal value	= \$ 10.00
Parcel No. R/W-235B:	1,394.50 sq.ft. @ \$2.31/sq.ft.	= \$ 3,250.00 (rounded)
Parcel No. MPE-235:	630.00 sq.ft. @ \$3.00/sq.ft. x 50%	= \$ 950.00 (rounded)
Parcel No. TCE-235:	Lump Sum	= \$ 100.00
Vegetation Replacement:	4 Rosebushes @ \$50.00 each	= \$ 200.00
	1 Apricot Tree	= \$ 500.00
	Hedge, south side	= \$ 200.00
	Misc. bushes	= \$ 100.00
Plus Damages:	No Damages Identified	= \$ -0-
	Less Special Benefits	= <u>\$not measured</u>
Total Offer of Just Compensation		= \$ 5,310.00

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 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 Quit Claim Deed for Parcel No. R/W-235A, and; (c) one (1) good and sufficient General Warranty Deed for Parcel No. R/W-235B, and; (d) one (1) good and sufficient Perpetual Multi-Purpose Easement for Parcel No. MPE-235, and; (e) one (1) good and sufficient Temporary Construction Easement Agreement for Parcel No. TCE-235, and; (f) a completed and executed Federal Form W-9.
3. The Owner agrees that the just compensation as agreed upon between the Owner and the City shall fully compensate the Owner for his interest 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.
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 Project will require the removal of certain landscape improvements from the Owner's Property. The City has procured an appraisal and agrees to compensate the Owner the sum of One Thousand and 00/100 for costs required to replace said landscape improvements. The City's payment of compensation therefore, shall fully and completely compensate the Owner for the removal or loss of said landscape improvements.
6. 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 affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City.
7. The signing of this Agreement by the parties hereto hereby grants possession of the above 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.
8. 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.
9. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon his respective heirs, successors and assigns.
10. This is a legal instrument. The City recommends the Owner seek the advice of his own legal and tax counsel before signing the Memorandum of Agreement.

Dated the day and year first above written.

Owner:

City of Grand Junction,
a Colorado home rule municipality:


Frank O. Jones


Tim Woodmansee, Real Estate Manager