

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT**

Project Code: 20514	Parcel No: 101, TE-101
Project No: NHPP 0501-065	
Location: US Hwy 50 Orchard Mesa	
County: Mesa	State Highway No: 50

This agreement made on 12/1/15, 2015, is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) The City of Grand Junction (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) Parcel 101	9.41 Sq.ft. <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$500 (min) \$0.00 DRK [Signature]
Permanent and Slope Easements N/A		\$0
Temporary Easements (described in attached exhibits) TE-101	56.10 Sq.ft. <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$200 (min) \$0.00 DRK [Signature]
Improvements:		\$0
Damages		\$0
	Gross Total	\$700 (min) \$0.00 DRK [Signature]
	Less Credit	\$0
	Net Total	\$700.00 (min) \$0.00 DRK [Signature]

Other conditions: Grantor (OWNER) is hereby advised Grantee (CDOT), its employees, contractors or representatives, is seeking to accelerate Project No. NHPP 0501-065 to more quickly provide highway improvements to the traveling public. Therefore, it is understood and agreed that:

1. For the purpose of expediting the project, CDOT is hereby offering OWNER an additional \$175.00 above the Net Total stated above as an incentive payment for early settlement, if this Memorandum of Agreement (MOA) is (1) properly executed by OWNER, and (2) received by CDOT or its representatives on or before December 7, 2015.
2. If a fully executed MOA is not received by CDOT or its representatives on or before the close of business December 7, 2015, OWNER understands that OWNER will no longer be entitled to nor CDOT obligated to pay the incentive payment of \$175.00. Further, OWNER understands that if CDOT or its representatives has not received a fully executed MOA by close of business December 7, 2015, CDOT's position at any further proceedings regarding "Just Compensation" will be in the amount of \$700.00 (Net Total).
3. The Temporary Easement(s) described on the attached Exhibit(s) A is for the purpose of installation of a curb ramp. Further, it is understood and agreed between the parties that:
 - a. The Temporary Easement(s) shall commence upon CDOT's contractor entering the property for the purpose(s) mentioned above and shall terminate nine (9) months from date of entry.
 - b. At its sole cost and expense, CDOT shall repair and restore the Temporary Easement areas ("Affected Areas") and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to CDOT's entry.

- The GRANTOR:
- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
 - 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
 - 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
 - 4) Will execute and deliver to GRANTEE those documents indicated below;
 - 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
 - 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby

excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.




The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> General Warranty or Quitclaim Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input type="checkbox"/> Temporary Easement |
| <input checked="" type="checkbox"/> Or (specify) City Council Resolution | |
| <input type="checkbox"/> Title Company to prepare documents except: | |

Order Warrant \$875.00 ^{\$0.00 FT}	Payable to: City of Grand Junction
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Order Warrant \$ ^{DRK}	Payable to:
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Real Estate Specialist, Douglas R. Killerud 	GRANTOR signature Attach form W-9 
	GRANTOR (if applicable) <p style="text-align: center;">N/A</p>
Division approval (Region ROW Manager/Supervisor) 	GRANTEE signature

cc: Project Development Branch – ROW Services (original)
 Property Owner
 Region Right-of-Way Manager
 Region Program Engineer/Resident Engineer/Project Engineer

EXHIBIT "A"

PROJECT NUMBER: NHPP 0501-065

PARCEL NUMBER: 101

PROJECT CODE: 20514

DATE: September 10, 2015

DESCRIPTION

A ROW Parcel No.101 of the Department of Transportation, State of Colorado Project No. NHPP 0501-065 containing 9.41 sq. ft. (0.0002 acres), more or less. Located in Lots 1 through 14, Block 161 Grand Junction, Colo. Plat of Part of Second Division Resurvey, as Amended described in Reception No. 80773 recorded at Mesa County Clerk and Recorder's Office on 01/22/1909, and in the SE ¼ of the SW ¼ Section 14, Township 1 South, Range 1 West, of the Ute Principal Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a 4 inch Alloy Cap being a Block Corner at 5th Street and South Avenue whence a 2.5" Cap Stamped LS26682 in Concrete in a Monument Box being a Block Corner at 6th Street and South Avenue bears S. 87°52'50" E., a distance of 481.67 feet (basis of bearing-assumed);

THENCE S 47°34'35" E a distance of 84.61 feet to a point on the Southerly ROW line of South Avenue, said point also being the TRUE POINT OF BEGINNING;

1. Thence N 87°52'50" W a distance of 4.14 feet along said ROW to the ROW of US 50
2. Thence along said ROW S 1°57'37" W a distance of 4.55 feet
3. Thence N 44°21'00" E a distance of 6.14, to the TRUE POINT OF BEGINNING

The above described parcel contains ± 0.0002 acres (9.41 sq. ft.) more or less.

For and on behalf of the Colorado Department of Transportation

Mark C. Wagner, PLS 38138

222 South 6th Street, Grand Junction, CO

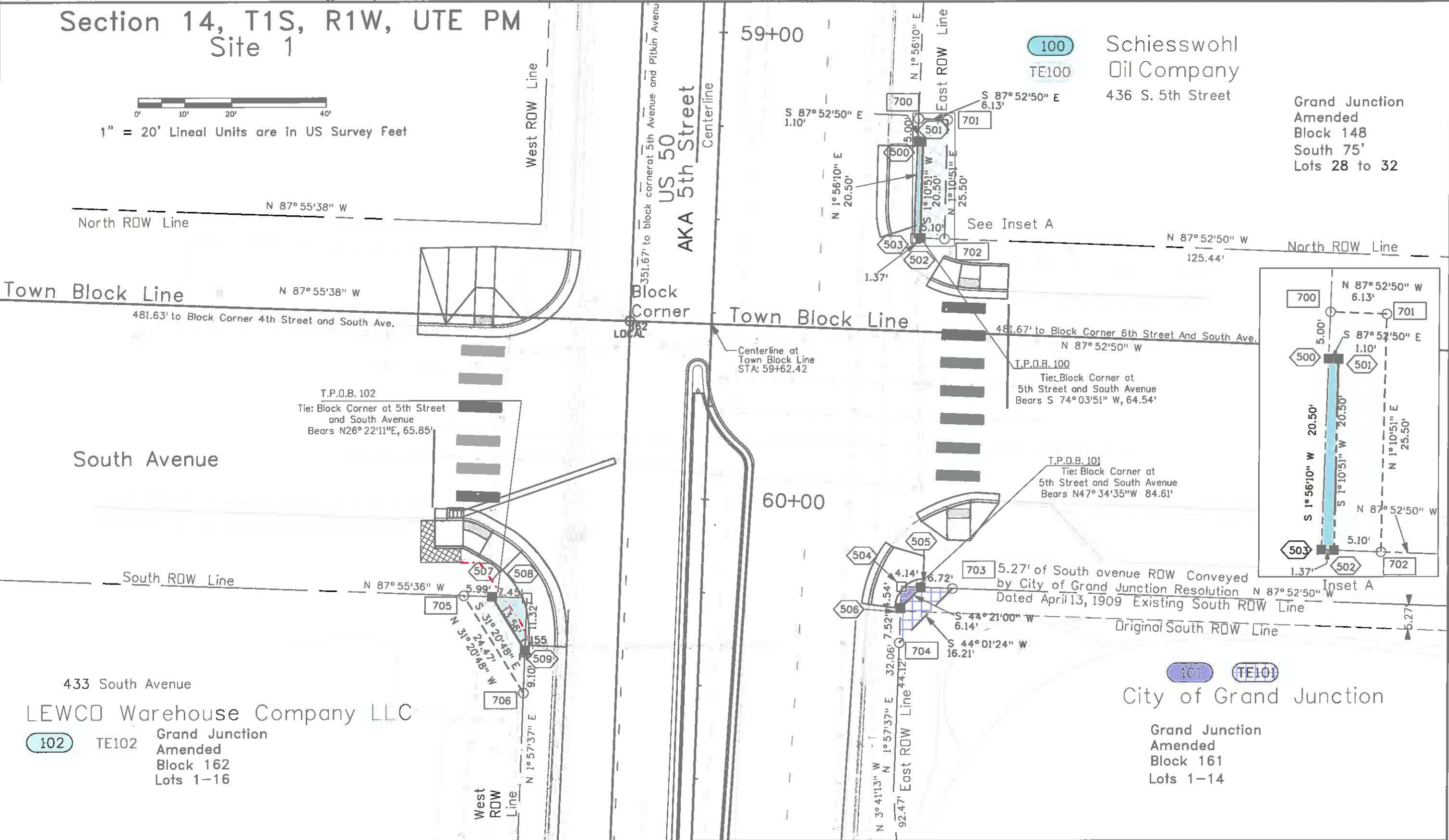


Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
mm/dd/yy	XXXXXXXX	XXX	mm/dd/yy	XXXXXXXX	XXX	mm/dd/yy	XXXXXXXX	XXX

Right of Way Plans			
Plan Sheet			
Project Number: NHPP 0501-065			
Project Location: US 50 Orchard Mesa Resurfacing			
City of Grand Junction, County of Mesa, State of Colorado			
Project Code:	Last Mod. Date	Subset	Sheet No.
20514	10-27-2015	7.01 of 7.03A	7.01

Section 14, T1S, R1W, UTE PM
 Site 1

Scale: 1" = 20' Lineal Units are in US Survey Feet



FILING CERTIFICATION: DAY OF ... AT ... M., DEPOSITED THIS ... OF THE COUNTY LAND SURVEYS/RIGHT OF WAY SURVEYS AT PAGE ... RECEPTION NUMBER ...
 SIGNED: ... DEPT. ...
 10/27/2015 9:09:01 AM C:\Users\wagnerm\Documents\Projects\2015\4US50ColoradoRiver\South20996\ROW_Survey\Drawings\20514ROW_Plan01\Page1.dgn