

AGREEMENT

This Agreement is made and entered into this 17th day of April, 2006, by and between the County of Mesa, a political subdivision of the State of Colorado, hereinafter referred to as "the County", 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 Riverside Parkway Transportation Corridor ("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 installation, construction and operation of the Project.

B. The County owns certain real property in the City of Grand Junction, Mesa County, Colorado, described as Lot 2, Mesa County Justice Center, situate in the Southeast ¼ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, having an address of 215 Rice Street and hereinafter referred to as "the County Property".

C. The Project requires a tract or parcel of land from the County Property as Public Right-of-Way for the installation, operation, maintenance, repair and replacement by the City of a pedestrian bridge ("Pedestrian Bridge"), said tract or parcel of land identified as Project Parcel No. D-14Rev and containing an area of 3,940 square feet (0.090 acres), more or less, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Right-of-Way Parcel"), together with an area of land to be used as a Temporary Construction Easement over and across those portions of the County Property depicted on **Exhibit "B"** attached hereto and incorporated herein by reference, ("Temporary Construction Easement"), to accommodate workers and equipment to facilitate prudent and proper installation of the Pedestrian Bridge.

D. The County and the City desire to reach agreement for the conveyance of the above stated Parcels to the City to accommodate the installation, operation, maintenance, repair and replacement by the City of the Pedestrian Bridge pursuant to the terms and conditions of this Agreement.

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. For and in consideration of the performance of the duties and obligations to be performed by the City as hereinafter provided, the County agrees to grant and convey the Right-of-Way Parcel to the City by Special Warranty Deed. The County additionally grants and conveys the Temporary Construction Easement to the City contemporaneous with the execution of this Agreement. The term of the City's use of the Temporary Construction Easement shall commence on the date first above written and shall expire and terminate when the installation and construction of the Pedestrian Bridge is complete.

2. The Pedestrian Bridge is a concrete and steel structure that connects an area of Grand Junction known as the Riverside Neighborhood with the western downtown area of Grand Junction. The Pedestrian Bridge crosses over the railroad tracks of the Union Pacific Railroad prior to entering upon the Right-of-Way Parcel. The Pedestrian Bridge then runs in a Northwesterly direction, parallel with the westerly boundary of the County Property. The portion of the Pedestrian Bridge that runs parallel with and faces the County Property will serve as the upper ramp of the Pedestrian Bridge. The base of the Pedestrian Bridge that faces the County Property will consist of a concrete wall, the height of which is

approximately 22-feet above the grade of the existing ground at the southerly portion of the Pedestrian Bridge and approximately 12-feet above the grade of the existing ground at the northerly portion of the Pedestrian Bridge. Eight (8) foot tall security fencing will be installed on top of the concrete wall. The upper ramp of the Pedestrian Bridge will be covered with a security cage that will connect with and protrude above the security fencing. In addition to the foregoing, the work to be performed by the City in conjunction with the installation and construction of the Pedestrian Bridge upon and adjacent to the County Property shall consist of the elements described below and depicted on the conceptual diagram attached hereto as **Exhibit "C"** and incorporated herein by reference:

(a) The installation and construction of the Pedestrian Bridge by the City will require: (i) the installation of a new security fence along the line depicted on Exhibit "C" to replace the existing security fence presently located along the westerly boundary of the County Property, and; (ii) the disconnection of a pendulum alarm presently affixed to the existing security fence and the reconnection of said pendulum alarm to the new security fence, and; (iii) towing impounded vehicles and equipment from an area located adjacent to the westerly boundary of the County Property to an area located easterly of the new security fence as depicted on Exhibit "C", and; (iv) the installation of new parking lot striping to designate the locations of the vehicles and equipment to be towed. The parties agree that the County shall arrange for, coordinate, oversee and perform the foregoing described work on or before June 1, 2006, and the City shall reimburse the County for all costs associated with completing such work. The parties agree that the City shall remove and retain possession of the existing security fence located along the westerly boundary of the County Property.

(b) Upon completion of construction and installation of the Pedestrian Bridge, the City shall connect the relocated security fence to the concrete base of the Pedestrian Bridge. This final fence connection will require disconnection and reconnection of the pendulum alarm described in paragraph 2(a)(ii) above. The City shall install ¾-inch underground conduit adjacent to the easterly edge of the concrete base of the Pedestrian Bridge to accommodate the reconnection of the pendulum alarm. The parties agree that the County will arrange for, coordinate, oversee and perform the disconnection and reconnection of the pendulum alarm and the City will reimburse the County for the costs associated therewith.

(c) Upon completion of the installation of the new security fence described in paragraph 2(a)(i), the City shall relocate two (2) existing poles with affixed light fixtures and electrical wiring presently located adjacent to and easterly of the existing security fence to the locations depicted on Exhibit "C", which locations shall be adjacent to and westerly of the new security fence. Upon completion of construction and installation of the Pedestrian Bridge, the City shall remove and retain possession of said poles, light fixtures and electrical wiring.

(d) The City shall install one (1) vertical pole near the southerly corner of the upper ramp stair landing of the Pedestrian Bridge and one (1) vertical pole near the northeasterly fence corner of the Justice Center impound lot as depicted on Exhibit "C". The City shall furnish and install 1-inch buried electrical conduit and electrical wiring between the two vertical poles and an existing pole as depicted on Exhibit "C". The County will arrange for, coordinate, oversee and perform the installation of security cameras on the poles described in this paragraph and the City shall reimburse the County for all costs associated with the purchase and installation of said security cameras.

(e) The City shall furnish and install three (3) steel posts to protect the existing ground water monitoring well depicted on Exhibit "A". Said posts shall remain in place upon completion of construction and installation of the Pedestrian Bridge.

(f) The City shall furnish and install two (2) "Wall-Pack" lighting fixtures on the easterly face of the Pedestrian Bridge wall to cast light on the County Property.

3. The City agrees to, at the City's sole cost and expense, repair and restore the surface and condition of those portions of the County Property which may be affected, damaged or destroyed as a result of the Project and to return any such affected areas to the County in a condition reasonably approximate to and functionally equivalent with that which existed prior to entry by the City.

4. The City agrees to indemnify, defend and hold the County harmless against and from all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property caused by any acts or omissions of the City, its successors, assigns, agents or contractors arising out of the City's use of the County's Property.

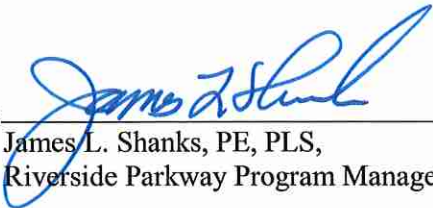
5. Upon the signing of this Agreement by the parties hereto, the County hereby grants immediate possession of the Right-of-Way Parcel to the City and an irrevocable license to occupy and use said Right-of-Way Parcel for the purposes aforescribed until the County executes and delivers to the City the Special Warranty Deed as stated in Section 1 above.

6. This 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.

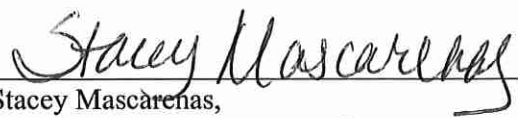
7. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the parties' respective successors and assigns and each party shall be entitled to specific performance of this Agreement.

The parties have executed this Agreement as of the date and year first above written.

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

By: 
James L. Shanks, PE, PLS,
Riverside Parkway Program Manager

For the County of Mesa, a political subdivision of the State of Colorado:

By: 
Stacey Mascarenas,
Commissioner to Convey Real Estate

February 23, 2005
071514.402.1.0025
Revised: November 30, 2005

EXHIBIT "A"

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PROPERTY DESCRIPTION

Parcel D-14Rev


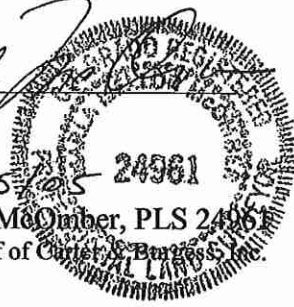
A portion of Lot 2, MESA COUNTY JUSTICE CENTER as recorded in Book 15, Page 101, at Mesa County Clerk and Recorder's Office on June 25, at Mesa County Clerk and Recorder's Office, lying in the Southeast Quarter of Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 15, (an aluminum cap stamped "TLC 1/4 S15/S14 PLS18478 1511"), whence the Center East Sixteenth Corner of said Section 15, (a 2 1/2" Mesa County brass cap stamped "543 E 1/16 S15 2280 1612") bears S89°42'06"W a distance of 1315.83 feet;
THENCE S58°00'32"W a distance of 1393.07 feet to the POINT OF BEGINNING;

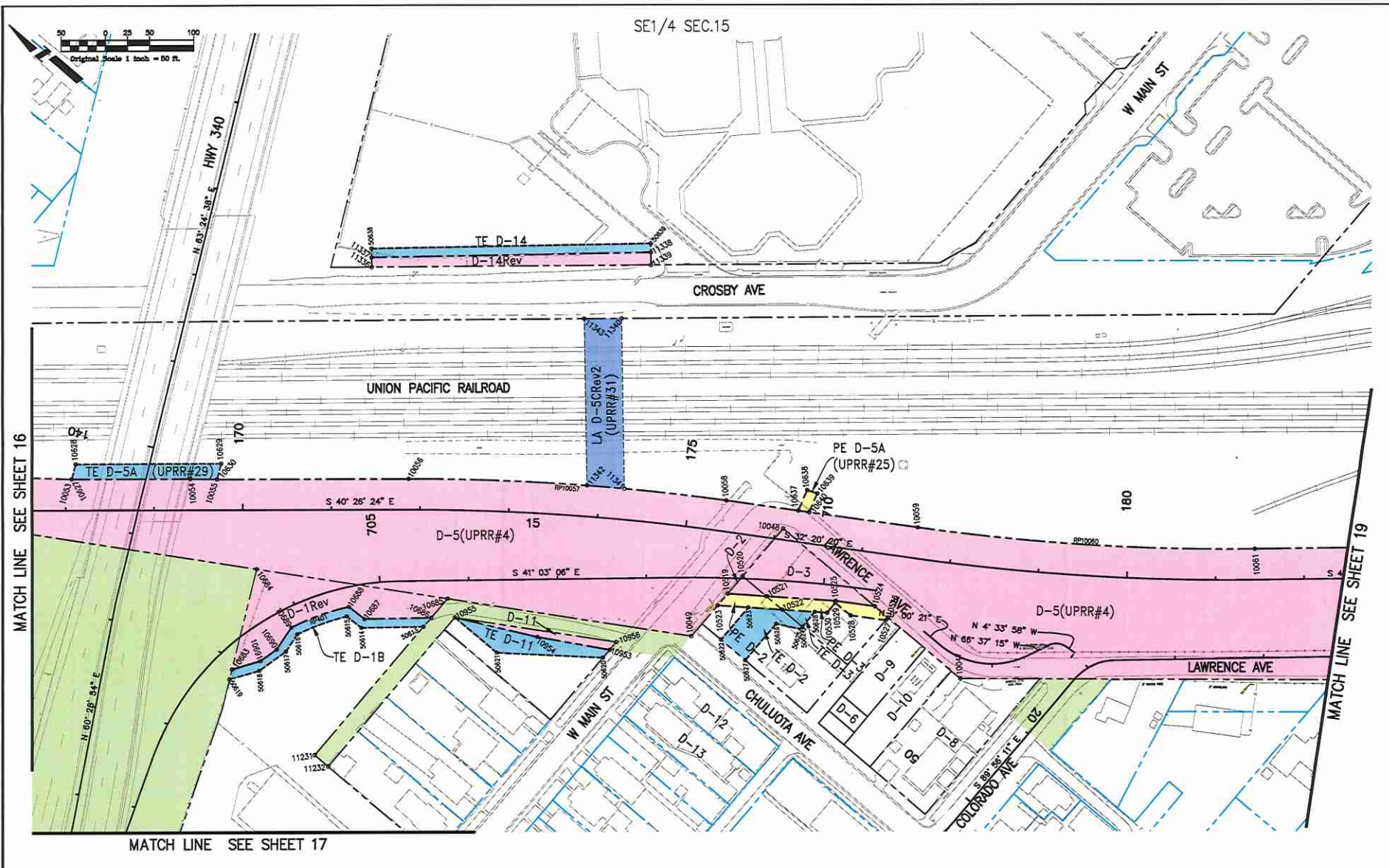
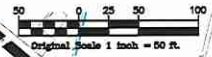
THENCE S49°15'33"W a distance of 14.21 feet;
THENCE N40°44'27"W along the northerly line of Crosby Avenue (60' R.O.W.) a distance of 314.33 feet;
THENCE N49°15'33"E a distance of 10.86 feet;
THENCE S41°21'01"E a distance of 314.35 feet to the POINT OF BEGINNING.

Containing 3940 square feet, (0.090 Acres), more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.


Prepared by:
Date: 12/5/05 24361
Marla Mellor McOmber, PLS 24361
For and on behalf of Carter & Burgess, Inc.


SE1/4 SEC.15



K:\071514--Riverside\UW05\RowPlan\RowPlan1B.dwg, 2/28/2006 8:58:39 AM

| REVISION | DESCRIPTION | DATE | DRAWN BY |
|------------|--|-------|----------|
| REVISION A | Revised D-1 | 12/04 | |
| REVISION B | Add Rodata Points | 3/05 | |
| REVISION C | Add Photos 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 | 1/06 | |
| REVISION D | Revised LA, D-5CRev | 2/06 | |

| | |
|-------------|------|
| DESIGNED BY | DATE |
| CHECKED BY | DATE |
| APPROVED BY | DATE |

| ORIGINAL SCALE | |
|----------------|---------|
| PLAN | PERMILE |
| HORIZ | HORIZ |
| | VERT. |

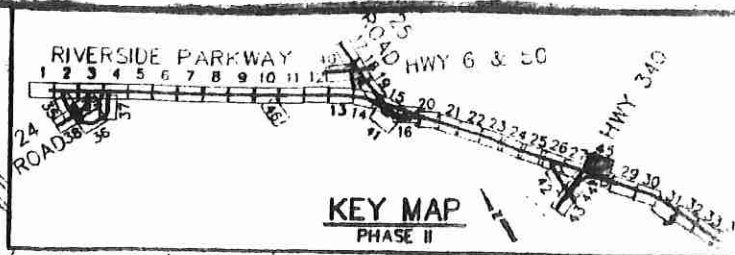
Grand Junction
Carter-Burgess

Riverside Parkway
Phase II

RIGHT OF WAY PLANS
RIVERSIDE PARKWAY
24 ROAD TO 29 ROAD

EXHIBIT "B"

Pole to be installed by The City



Original Scale 1 inch = 20 ft.

1-inch buried electrical conduit & wiring to be installed by the City

Security Fencing to be installed by the County at City expense

Light poles to be relocated by the City

City to install posts to protect monitoring well

"Wall-Pack" type lights

Pole to be installed by the City

SH 340

CROSBY AVENUE

UNION PACIFIC RAILROAD

EXISTING UTILITY LEGEND

- ① BRESNAN CABLE
- ② CITY OF GRAND JUNCTION TRAFFIC
- ③ CITY OF GRAND JUNCTION SANITARY SEWER
- ④ CITY OF GRAND JUNCTION WATER
- ⑤ VERIZON/CLASSIC QWEST FIBER OPTIC
- ⑥ QWEST FIBEROPTIC
- ⑦ QWEST TELEPHONE
- ⑧ UNION PACIFIC RAILROAD
- ⑨ UTE WATER CONSERVANCY DISTRICT WATER
- ⑩ XCEL ENERGY TRANSMISSION ELECTRIC
- ⑪ XCEL ENERGY DISTRIBUTION ELECTRIC
- ⑫ XCEL ENERGY GAS

EXHIBIT "C"

MATCH LINE STA. 140+50
(SEE SHEET U27)

| REVISION | DESCRIPTION | DATE | DRAWN BY | DATE |
|----------|-------------|------|----------|----------|
| REVISION | | | DB | |
| REVISION | | | SF | |
| REVISION | | | JB | 01/23/06 |
| REVISION | | | JB | 01/23/06 |

ORIGINAL SCALE
PLAN PROFILE
HORIZ. 1"=20' HORIZ.
VERT.

Grand Junction
Carter-Burgess

Riverside Parkway
Phase II

UTILITY PLANS
RIVERSIDE PARKWAY
MAIN STREET PEDESTRIAN FACILITIES

U45

MESA COUNTY, COLORADO
RESOLUTION NO. MCM 2006-051

A RESOLUTION DIRECTING THE COMMISSIONER TO CONVEY
REAL ESTATE AND THE RECORDING THEREOF

WHEREAS, the Board of County Commissioners, acting on behalf of Mesa County, Colorado is authorized to purchase, hold and sell real property by §30-11-101, C.R.S.; and

WHEREAS, the Board of County Commissioners is authorized by §30-11-103 and §30-11-107, C.R.S. to make such orders concerning County property as the Board deems expedient; and

WHEREAS, Mesa County owns certain real property described as Lot 2, Mesa County Justice Center, Mesa County, Colorado (hereafter the "Property"); and

WHEREAS, the City of Grand Junction, a Colorado home rule municipality (hereafter the "City") is underway with a road project known as the Riverside Parkway Transportation Corridor; and

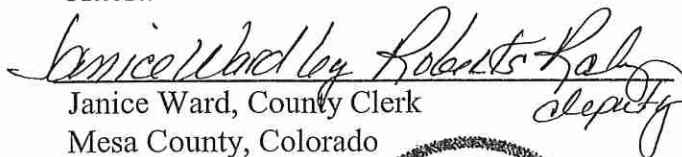
WHEREAS, the City desires to acquire land from the Property in order to construct and maintain a pedestrian bridge associated with the Riverside Parkway Transportation Corridor.

NOW THEREFORE IS HEREBY RESOLVED THAT:

The Mesa County Commissioner to Convey Real Estate is hereby authorized and directed to execute the attached Agreement between Mesa County and the City of Grand Junction and is further directed to convey by Special Warranty Deed an interest in said Property, described on Exhibit A of said Agreement, and deliver said deed to the City of Grand Junction for acceptance and recording in the records of the Mesa County Clerk and Recorder on behalf of the Board of County Commissioners of Mesa County, Colorado.

DULY MOVED, SECONDED AND PASSED THIS 17th DAY OF APRIL, 2006

Attest:


Janice Ward, County Clerk
Mesa County, Colorado


Tilman M. Bishop, Chair
Board of Mesa County Commissioners



MCA 2006-028
AGREEMENT

This Agreement is made and entered into this 17th day of April, 2006, by and between the County of Mesa, a political subdivision of the State of Colorado, hereinafter referred to as "the County", 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 Riverside Parkway Transportation Corridor ("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 installation, construction and operation of the Project.

B. The County owns certain real property in the City of Grand Junction, Mesa County, Colorado, described as Lot 2, Mesa County Justice Center, situate in the Southeast ¼ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, having an address of 215 Rice Street and hereinafter referred to as "the County Property".

C. The Project requires a tract or parcel of land from the County Property as Public Right-of-Way for the installation, operation, maintenance, repair and replacement by the City of a pedestrian bridge ("Pedestrian Bridge"), said tract or parcel of land identified as Project Parcel No. D-14Rev and containing an area of 3,940 square feet (0.090 acres), more or less, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Right-of-Way Parcel"), together with an area of land to be used as a Temporary Construction Easement over and across those portions of the County Property depicted on **Exhibit "B"** attached hereto and incorporated herein by reference, ("Temporary Construction Easement"), to accommodate workers and equipment to facilitate prudent and proper installation of the Pedestrian Bridge.

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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:

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(a) The installation and construction of the Pedestrian Bridge by the City will require: (i) the installation of a new security fence along the line depicted on Exhibit "C" to replace the existing security fence presently located along the westerly boundary of the County Property, and; (ii) the disconnection of a pendulum alarm presently affixed to the existing security fence and the reconnection of said pendulum alarm to the new security fence, and; (iii) towing impounded vehicles and equipment from an area located adjacent to the westerly boundary of the County Property to an area located easterly of the new security fence as depicted on Exhibit "C", and; (iv) the installation of new parking lot striping to designate the locations of the vehicles and equipment to be towed. The parties agree that the County shall arrange for, coordinate, oversee and perform the foregoing described work on or before June 1, 2006, and the City shall reimburse the County for all costs associated with completing such work. The parties agrees that the City shall remove and retain possession of the existing security fence located along the westerly boundary of the County Property.

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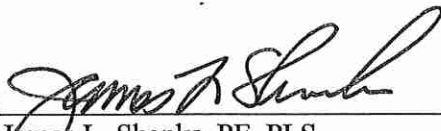
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For the City of Grand Junction, a Colorado home rule municipality:

By: 
James L. Shanks, PE, PLS,
Riverside Parkway Program Manager

For the County of Mesa, a political subdivision of the State of Colorado:


By: 
Stacey Mascarenas,
Commissioner to Convey Real Estate

EXHIBIT "A"

February 23, 2005
071514.402.1.0025
Revised: November 30, 2005

PROPERTY DESCRIPTION
Parcel D-14Rev


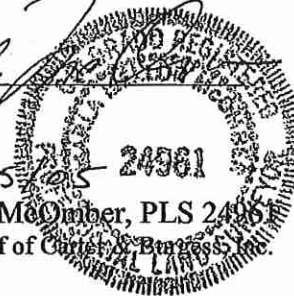
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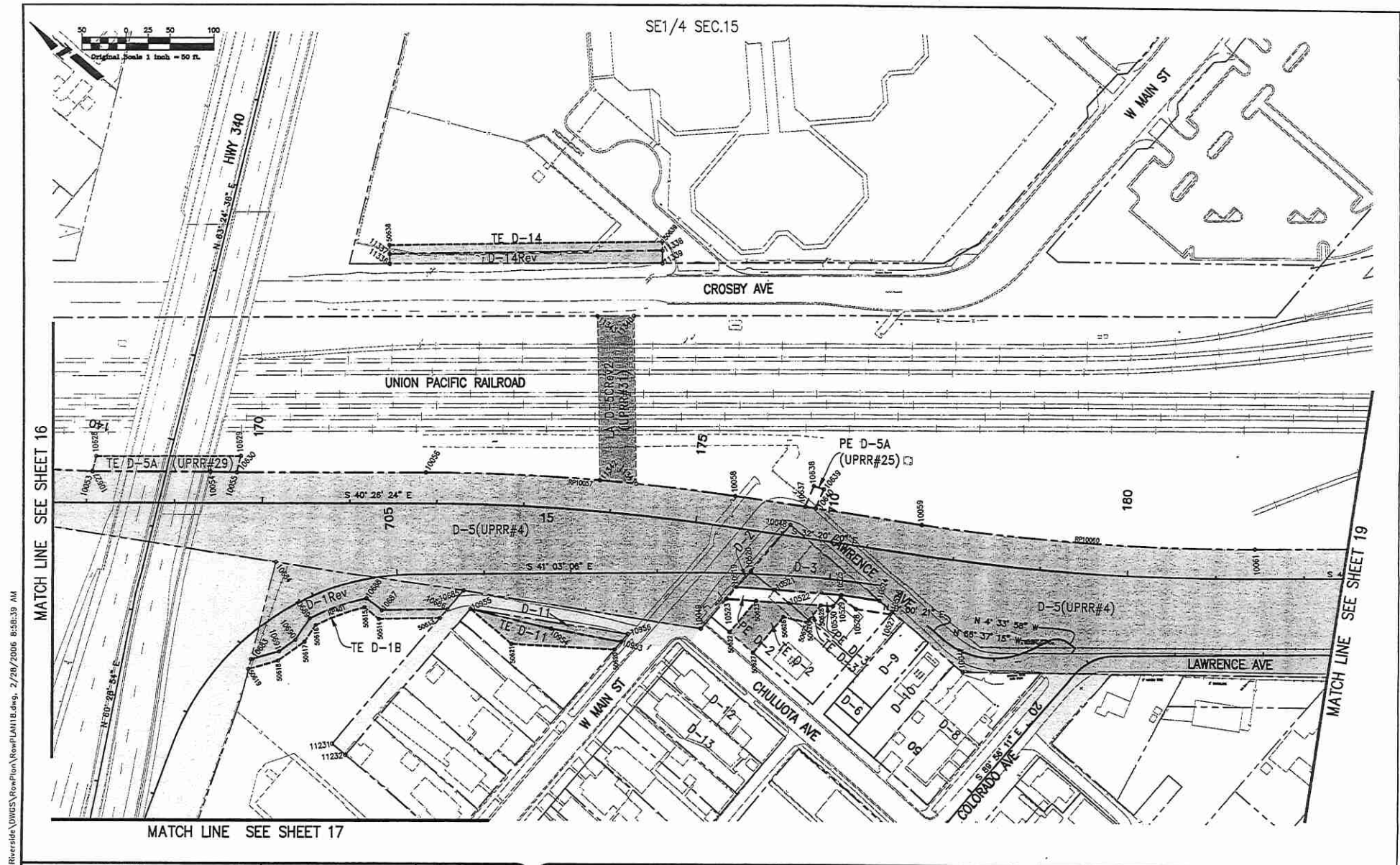
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THENCE S58°00'32"W a distance of 1393.07 feet to the POINT OF BEGINNING;

THENCE S49°15'33"W a distance of 14.21 feet;
THENCE N40°44'27"W along the northerly line of Crosby Avenue (60' R.O.W.) a distance of 314.33 feet;
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THENCE S41°21'01"E a distance of 314.35 feet to the POINT OF BEGINNING.

Containing 3940 square feet, (0.090 Acres), more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.


Prepared by:
Date: 12/5/05
Marla Mellor McOmber, PLS 24961
For and on behalf of Carter & Burgess, Inc.




K:\071514-Riverside\DWG\FlowPlan\FlowPlan116.dwg, 2/26/2006 8:58:39 AM

| REVISION | DESCRIPTION | DATE | DRAWN BY | DESIGNED BY | CHECKED BY | APPROVED BY |
|----------|--|-------|----------|-------------|------------|-------------|
| 1 | Revise D-1 | 12/04 | | | | |
| 2 | Add Right Right | 5/05 | | | | |
| 3 | Add Phase 2 TE's, Revise D-14, LA D-5C | 1/06 | | | | |
| 4 | Revise LA D-502ev | 2/06 | | | | |

ORIGINAL SCALE

PLAN PROFILE

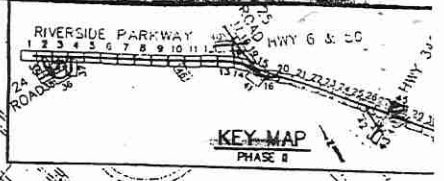
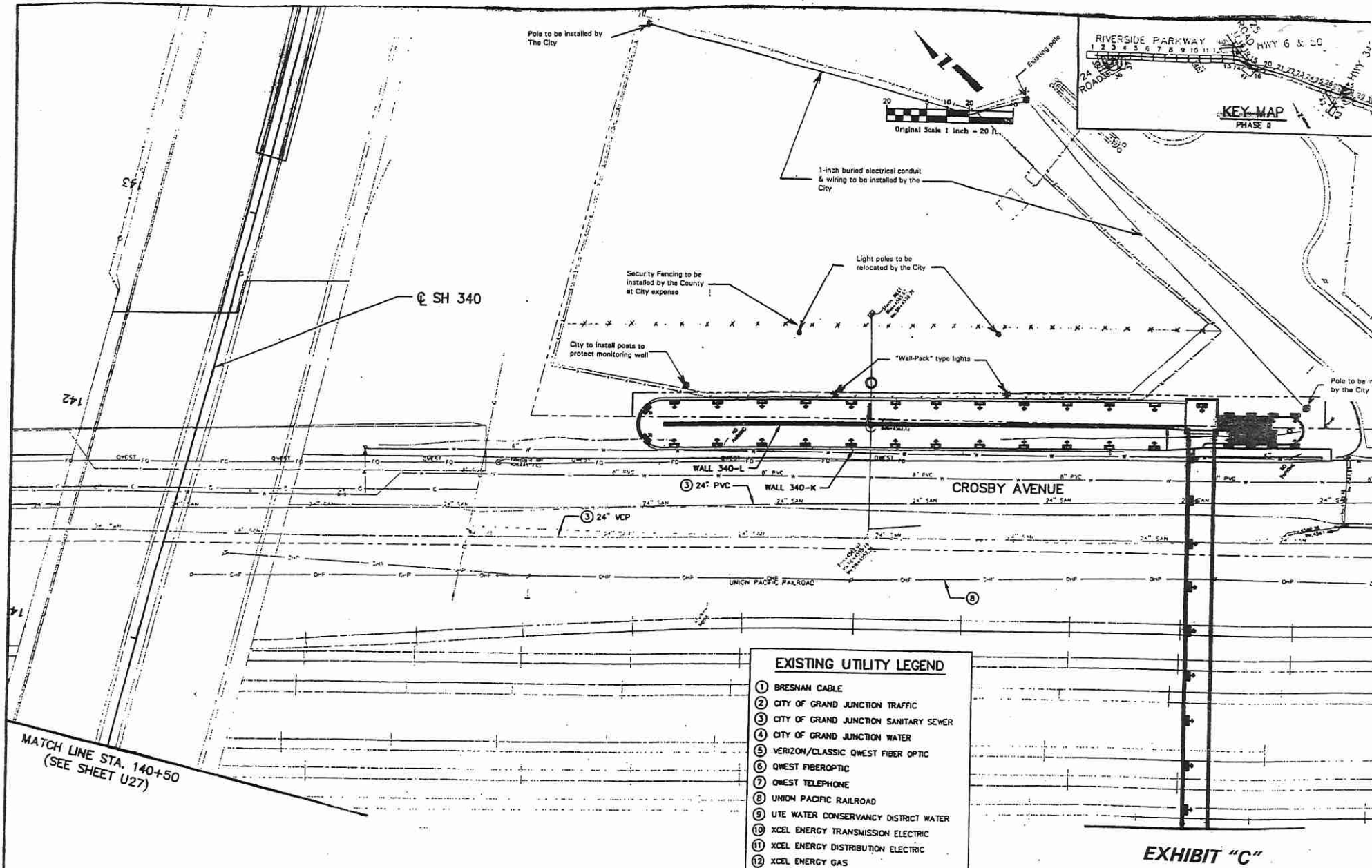
HORIZ. VERT.

Grand Junction
CARTER-BURGESS

Riverside Parkway
Phase II

RIGHT OF WAY PLANS
RIVERSIDE PARKWAY
24 ROAD TO 29 ROAD

EXHIBIT "B"



EXISTING UTILITY LEGEND

- ① BRESNAN CABLE
- ② CITY OF GRAND JUNCTION TRAFFIC
- ③ CITY OF GRAND JUNCTION SANITARY SEWER
- ④ CITY OF GRAND JUNCTION WATER
- ⑤ VERIZON/CLASSIC QWEST FIBER OPTIC
- ⑥ QWEST FIBEROPTIC
- ⑦ QWEST TELEPHONE
- ⑧ UNION PACIFIC RAILROAD
- ⑨ UTE WATER CONSERVANCY DISTRICT WATER
- ⑩ XCEL ENERGY TRANSMISSION ELECTRIC
- ⑪ XCEL ENERGY DISTRIBUTION ELECTRIC
- ⑫ XCEL ENERGY GAS

MATCH LINE STA. 140+50
(SEE SHEET U27)

EXHIBIT "C"

| REVISION | DESCRIPTION | DATE | DRAWN BY | DESIGNED BY | CHECKED BY | APPROVED BY | DATE | ORIGINAL SCALE |
|----------|-------------|------|----------|-------------|------------|-------------|----------|----------------|
| REVISION | | | DB | ST | | | 01/23/06 | PLAN |
| REVISION | | | | | | | 01/23/06 | PROFILE |
| REVISION | | | | | | | | HORIZ. 1"=20' |
| REVISION | | | | | | | | VERT. |

Grand Junction
Carter-Burgess

Riverside Parkway
Phase II

UTILITY PLANS
RIVERSIDE PARKWAY
MAIN STREET PEDESTRIAN FACILITIES