

RESOLUTION NO. 48-12

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
AT 760 VALLEY COURT FROM ROAN CREEK LAND AND CATTLE COMPANY,
LLC**

Recitals.

A. The City of Grand Junction has entered into a contract with Roan Creek Land and Cattle Company, LLC, for the purchase by the City of certain real property located within the proposed alignment of the 22 Road Realignment at Highway 6 Project.

Parcel #	Schedule #	Address	Zoned	Current Use	ROW Req'd (Sq ft)	Multi-Purpose Easement Req'd (Sq ft)	Temporary Easement Req'd (Sq ft)
R/W-201	2697-361-22-001	760 Valley Court	I-1	Industrial	72,276		
MPE-201	2697-361-22-001	760 Valley Court	I-1	Industrial		7,998	
TE-201	2697-361-22-001	760 Valley Court	I-1	Industrial			6,241
Total Sq Ft. =					72,276	7,998	6,241

B. The purchase contract provides that on or before December 19, 2012, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the property.

C. Based on the advice and information provided by the City staff, the City Council finds that it is necessary and proper that the City purchase a portion of the property at 760 Valley Court.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

1. The property described herein and shown on Exhibit B shall be purchased for a price of \$478,337. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Memorandum of Agreement for the Purchase Price of Certain Real Property Interests in Mesa County, Colorado for the 22 Road Realignment at Highway 6 Project between the City and Roan Creek Land and Cattle Co., LLC dated December 11, 2012 ("Agreement") and this Resolution are hereby ratified, approved and confirmed.

2. The sum of \$478,337 is authorized to be paid at closing, in exchange for conveyance of the fee simple title and easements to the described property.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the Agreement, including the execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this 19th day of December, 2012.



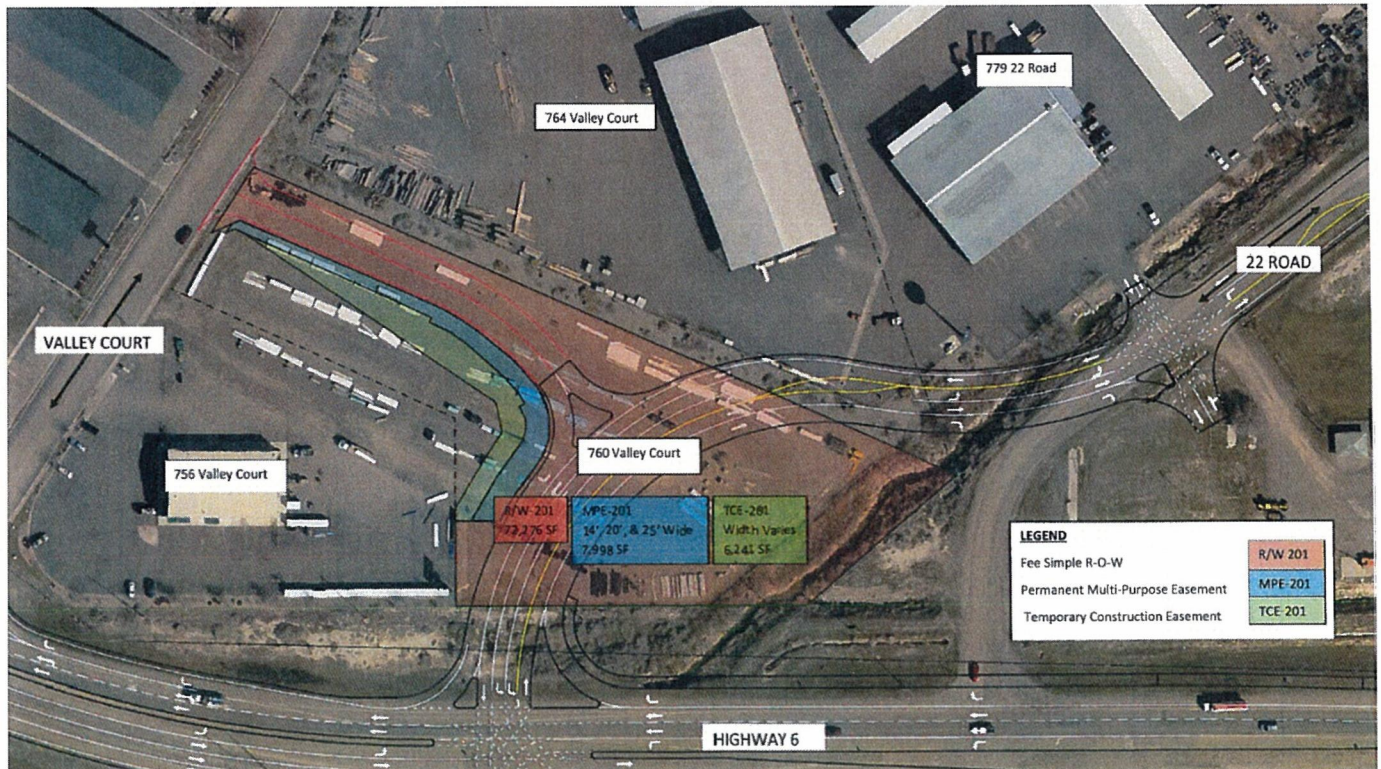
Bill Pitts, President of the Council

Attest:



Stephanie Tuin, City Clerk

EXHIBIT 'B'



**MEMORANDUM OF AGREEMENT FOR THE PURCHASE OF
CERTAIN REAL PROPERTY INTERESTS IN MESA COUNTY, COLORADO
FOR THE 22 ROAD REALIGNMENT AT HIGHWAY 6 PROJECT**

This Memorandum of Agreement is made and entered into this 11th day of DECEMBER, 2012, by and between ROAN CREEK LAND AND CATTLE CO., LLC, 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 **22 Road Realignment at Highway 6 Project** 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 760 Valley Court, Grand Junction, Colorado in Mesa County, Colorado, as identified by Mesa County Tax Schedule Number 2697-361-22-001 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. R/W-201, said parcel containing a total area of 72,276 square feet (1.66 acres), more or less, as described in attached **Exhibit "A1"**; and also,
2. A tract or parcel of land for Public Roadway & Utilities Right-of-Way purposes, identified as Project Parcel No. R/W-204A, said parcel containing a total area of 16,866 square feet (0.387 acres), more or less, as described in attached **Exhibit "A2"**; and also,
3. An area of land to be used for Multi-Purpose Easement purposes, identified as Project Parcel No. MPE-201, said parcel containing a total area of 7,998 square feet (0.184 acres), more or less, as described in attached **Exhibit "B"**; and also,
4. An area of land to be used for Temporary Construction Easement purposes, identified as Project Parcel No. TCE-201, said parcel containing a total area of 6,241 square feet (0.143 acres), more or less, as described in attached **Exhibit "C"**; and also,

D. The Owner and the City desire to reach agreement 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-201:	72,276 sf x \$5.22/sf	= \$ 377,280.72
Parcel No. R/W-204A:	16,866 sf x \$0.00/sf	= \$ 10.00
Parcel No. MPE-201:	7,998 sf x \$5.22/sf @ 37.5%	= \$ 15,656.09
Parcel No. TCE-201:	6,241 sf x \$5.22/sf @ 7% (18 mo)	= \$ 3,420.69
Improvements:	None	= \$ 0
Damages:	No Damages Identified	= \$ 81,969
Less Special Benefits:	None measured	= \$ 0

Total Offer of Just Compensation (rounded) = \$ 478,337

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. R/W-201 substantially in the form of **Exhibit "A1"** attached hereto and incorporated herein by reference; and (c) One (1) good and sufficient Quitclaim Deed for Parcel No. R/W-204A substantially in the form of **Exhibit "A2"** attached hereto and incorporated herein by reference; and (d) One (1) good and sufficient Grant of Perpetual Multi-Purpose Easement for Parcel No. MPE-201 substantially in the form of **Exhibit "B"** attached hereto and incorporated herein by reference; and (e) One (1) good and sufficient Temporary Construction Easement for Parcel No. TCE-201 substantially in the form of **Exhibit "C"** attached hereto and incorporated herein by reference; and (f) 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 December, 2012, 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 relocate (or remove where requested by Owner) the Owner's fences and gates to the interior limit of the multipurpose easements or temporary construction easements in advance of construction. Said fence and gate shall be restored utilizing existing fence or like materials where necessary to the property line upon completion of the Project.*
- b. *The City, at its sole cost and expense, shall relocate (or replace with equivalent) the domestic water tap and water service that provides landscape irrigation water for the property located at 756 Valley Court.*
- c. *The City, at its sole cost and expense, shall incorporate a 30' wide gravel driveway access from "Connector Road", as depicted on Exhibit D.*

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 aforescribed 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.

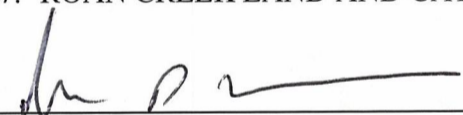
For the City of Grand Junction, a Colorado home rule municipality:

By:  _____

Date: 12/11/12

Title: PROJECT ENGINEER

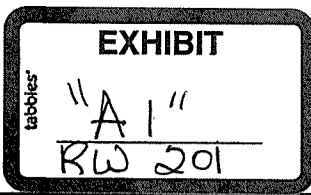
Owner: ROAN CREEK LAND AND CATTLE CO., LLC

By:  _____

Date: DEC 11, 2012

By:  _____

Date: 2012.12.11



WARRANTY DEED

This Warranty Deed made this _____ day of _____, 2012 by and between **Roan Creek Land & Cattle Co., LLC, a Colorado limited liability company, ("Grantor")**, whose address is 1979 Broadway, Grand Junction, Colorado 81507, for and in consideration of Three Hundred Seventy-seven Thousand Two Hundred Eighty and 72/100 Dollars, (\$377,280.72) 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, a Colorado home rule municipality, ("Grantee")**, whose address is 250 N. 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, as described on attached **Exhibit "A"** incorporated herein.

Containing 72,276 square feet or 1.66 Acres, more or less, as described herein 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 _____ day of _____, 2012.

Roan Creek Land & Cattle Co., LLC
a Colorado Limited Liability Company

By: _____
Ivan D. Geer, Manager and Member

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Ivan D. Geer, as Manager and Member of Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company.

My commission expires _____.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

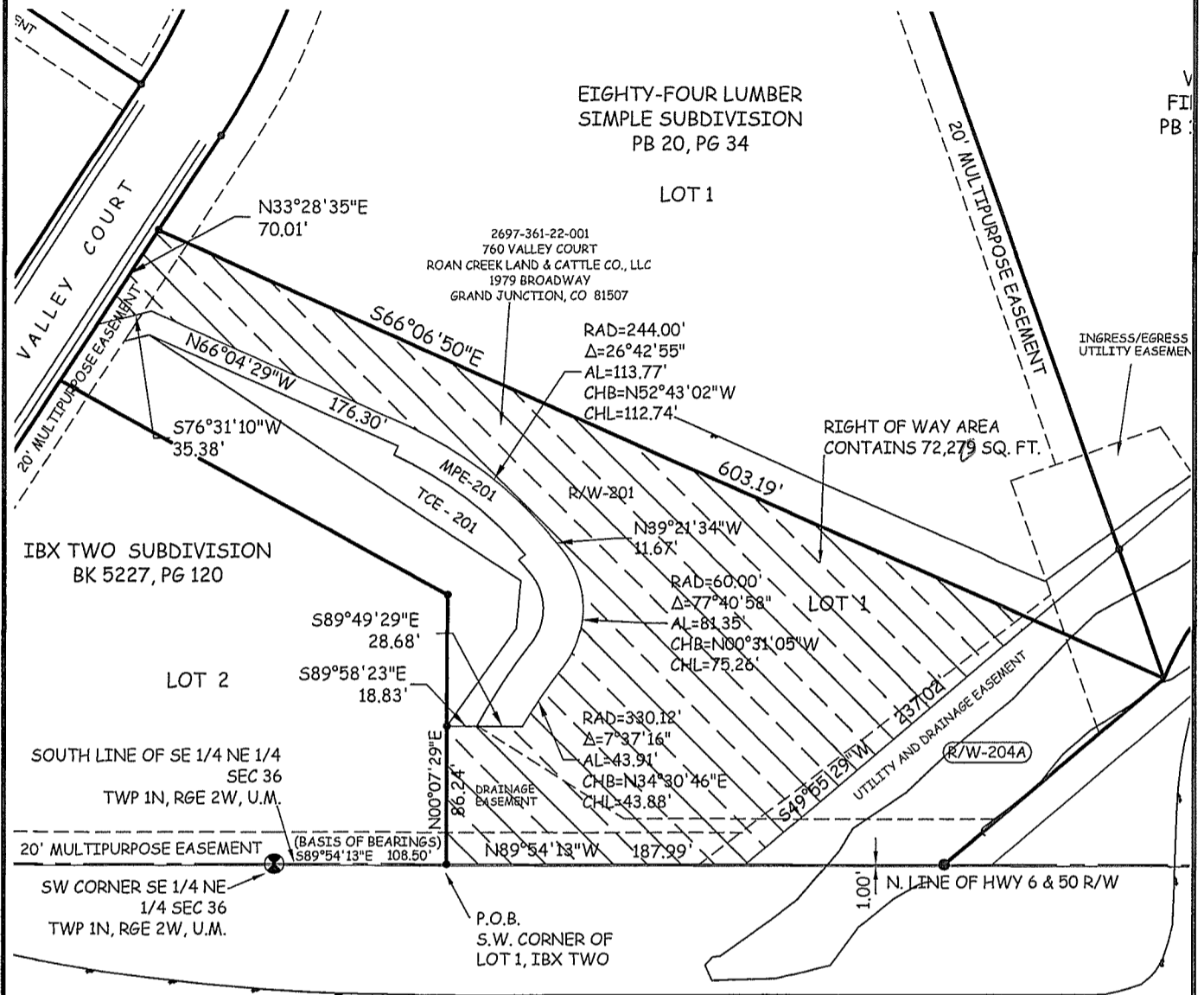
A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Principal Meridian, being a portion of Lot 1, IBX Two Subdivision, as same is recorded in Book 5227, Page 120, public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of said Lot 1, IBX Two Subdivision and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 36 bears S 89°54'13" E and all other bearings contained herein are relative thereto; thence from said Point of Beginning, N 00°07'29" E along the West line of said Lot 1, a distance of 86.24 feet; thence S 89°58'23" E a distance of 18.83 feet; thence S 89°49'29" E a distance of 28.68 feet to a point being the beginning of a 330.12 foot radius curve, concave Southeast, whose long chord bears N 34°30'46" E a distance of 43.88 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°37'16" an arc distance of 43.91 feet to a point being the beginning of a 60.00 foot radius curve, concave Westerly, whose long chord bears N 00°31'05" W a distance of 75.26 feet; thence Northerly along the arc of said curve, through a central angle of 77°40'58" an arc distance of 81.35 feet; thence N 39°21'34" W a distance of 11.67 feet to a point being the beginning of a 244.00 foot radius curve, concave Southwest, whose long chord bears N 52°43'02" W a distance of 112.74 feet; thence Northwesterly along the arc of said curve, through a central angle of 26°42'55" an arc distance of 113.77 feet; thence N 66°04'29" W a distance of 176.30 feet; thence S 76°31'10" W a distance of 35.38 feet to a point on the West line of Lot 1 of said IBX Two Subdivision; thence N 33°28'35" E along the West line of Lot 1 of said IBX Two Subdivision, a distance of 70.01 feet to the Northwest corner of Lot 1 of said IBX Two Subdivision; thence S 66°06'50" E along the North line of Lot 1 of said IBX Two Subdivision, a distance of 603.19 feet to a point on the Northerly line of that certain 100 foot wide parcel of land described in Book 230, Page 11, Public Records of Mesa County, Colorado; thence S 49°55'29" W along said Northerly line, a distance of 237.02 feet to a point on the South line of Lot 1 of said IBX Two Subdivision; thence N 89°54'13" W along said Southerly line, a distance of 187.99 feet, more or less, to the Point of Beginning.

CONTAINING 72,276 Square Feet or 1.66 Acres, more or less, as described.

EXHIBIT "B"

SHEET 3 OF 3

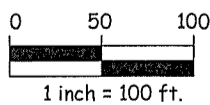


RIGHT OF WAY PER: BOOK 856, PAGE 253
 BOOK 913, PAGE 831
 BOOK 913, PAGE 835

ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SSMH SANITARY SEWER MAN HOLE

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.



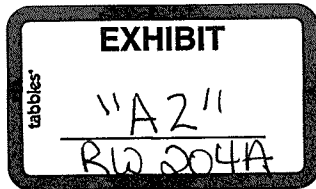
LINEAL UNITS = US SURVEY FOOT



DRAWN BY: PTK
 DATE: 2-02-09
 SCALE: 1" = 100'
 APPR. BY: PTK

ROAN CREEK LAND & CATTLE COMPANY
 2697-361-22-001
 760 VALLEY COURT
 RIGHT OF WAY





QUITCLAIM DEED

Roan Creek Land & Cattle Co., LLC, a Colorado limited liability company, ("Grantor"), whose address is 1979 Broadway, Grand Junction, CO 81507, 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, have remised, released, conveyed and QUITCLAIMED, and by these presents do hereby remise, release, convey and QUITCLAIM unto the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever, all of the right, title and interest of Grantor in and to the following described tract or parcel of land in the County of Mesa, State of Colorado, to wit:

See the attached Exhibit "A" incorporated herein.

Containing 16,866 square feet or 0.39 Acres, more or less, as described herein and depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said premises, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantors, either in law or equity, to the only proper use, benefit and behoof of Grantee its successors and assigns forever.

Executed and delivered this _____ day of _____, 2012.

Roan Creek Land & Cattle Co., LLC
a Colorado Limited Liability Company

By: _____
Ivan D. Geer, Manager and Member

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Ivan D. Geer, as Manager and Member of Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company.

My commission expires _____.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Principal Meridian, being a portion of that certain 100 foot wide parcel of land described in Book 230, Page 11, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 1, IBX Two Subdivision, as depicted and recorded in Book 5227, Page 120, Public Records of Mesa County, Colorado and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 36 bears S 89°54'13" E and all other bearings contained herein are relative thereto; thence from said Point of Beginning, N 89°54'13" W along the South line of the SE 1/4 NE 1/4 of said Section 36, a distance of 124.89 feet; thence N 49°55'29" E along the West line of said 100 foot wide parcel of land, a distance of 237.02 feet to a point on the North line of Lot 1 of said IBX Two Subdivision; thence S 66°06'50" E along said North line, a distance of 90.03 feet to a point being the Northeast corner of said Lot 1; thence S 50°01'44" W along the East line of Lot 1 of said IBX Two Subdivision, a distance of 181.11 feet, more or less, to the Point of Beginning.

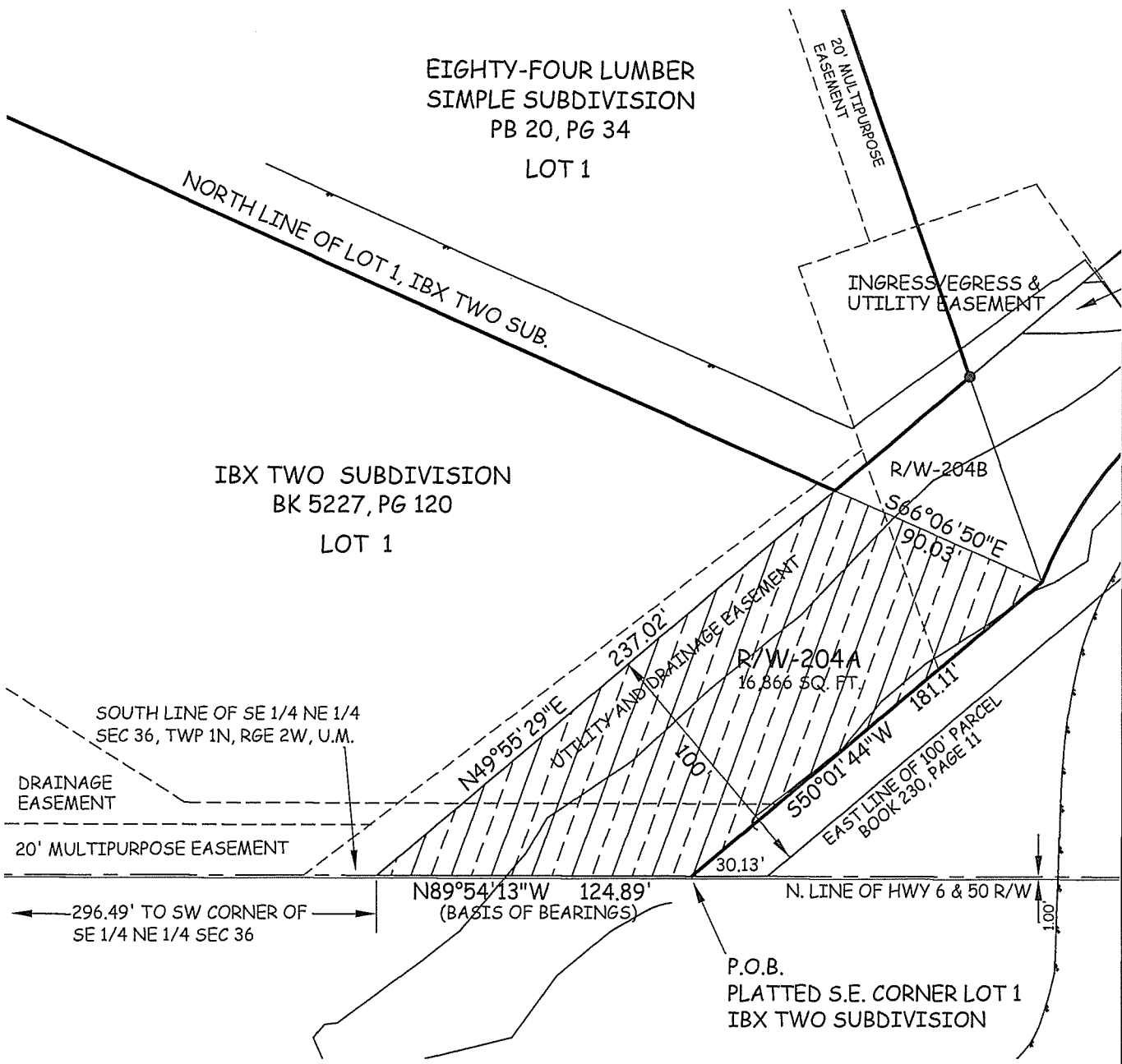
CONTAINING 16,866 Square Feet, more or less, as described.

EXHIBIT "B"

SHEET 3 OF 3

EIGHTY-FOUR LUMBER
SIMPLE SUBDIVISION
PB 20, PG 34
LOT 1

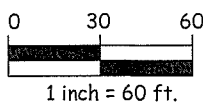
IBX TWO SUBDIVISION
BK 5227, PG 120
LOT 1



ABBREVIATIONS

R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SSMH	SANITARY SEWER MAN HOLE

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.



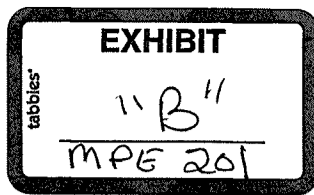
1 inch = 60 ft.

LINEAL UNITS = US SURVEY FOOT

DRAWN BY: PTK
DATE: 2-02-09
SCALE: 1" = 60'
APPR. BY: PTK

GRAND VALLEY DRAINAGE DISTRICT
RIGHT OF WAY
PARCEL 204A
(PORTION OF BK 230, PG 11)
ROW - 204A





GRANT OF MULTIPURPOSE EASEMENT

Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company, ("Grantor"), whose address is 1979 Broadway, Grand Junction, Colorado 81507, for and in consideration of the sum of Fifteen Thousand Six Hundred Fifty-six and 09/100 Dollars (\$15,656.09) 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 N. 5th Street, Grand Junction, Colorado 81501, a Perpetual Multipurpose 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 City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Principal Meridian, being a portion of Lot 1, IBX Two Subdivision, as same is recorded in Book 5227, Page 120, public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southwest Corner of said Lot 1, IBX Two Subdivision and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 36 bears S 89°54'13" E and all other bearings contained herein are relative thereto; thence from said Point of Commencement, N 00°07'29" E along the West line of said Lot 1, a distance of 86.24 feet; thence S 89°58'23" E a distance of 18.83 feet to the POINT OF BEGINNING; thence from said Point of Beginning, Northeasterly 61.80 feet along the arc of a 355.12 foot radius curve, concave Southeast, through a central angle of 09°58'18", whose long chord bears N 33°20'15" E a distance of 61.73 feet to a point being the beginning of a 35.00 foot radius curve, concave Westerly, whose long chord bears N 00°31'05" W a distance of 43.90 feet; thence Northwesterly along the arc of said curve, through a central angle of 77°40'58" an arc distance of 47.45 feet; thence N 39°21'34" W a distance of 11.67 feet; thence N 50°38'26" E a distance of 5.00 feet to a point being the beginning of a 224.00 foot radius curve, concave Southwest, whose long chord bears N 52°43'02" W a distance of 103.50 feet; thence Northwesterly along the arc of said curve, through a central angle of 26°42'55" an arc distance of 104.44 feet; thence N 23°55'31" E a distance of 6.00 feet; thence N 66°04'29" W a distance of 171.56 feet; thence S 76°31'10" W a distance of 16.33 feet to a point on the East line of a 20.0 foot Multipurpose Easement, as depicted on said IBX Two Subdivision plat; thence N 33°28'35" E along the East line of said Multipurpose Easement, a distance of 20.51 feet; thence N 76°31'10" E a distance of 6.07 feet; thence S 66°04'29" E a distance of 176.30 feet to the beginning of a 244.00 foot radius curve, concave Southwest, whose long chord bears S 52°43'02" E a distance of 112.74 feet; thence Southeasterly along the arc of said curve, through a central angle of 26°42'55" an arc distance of 113.77 feet; thence S 39°21'34" E a distance of 11.67 feet to the beginning of a 60.00 foot radius curve, concave Westerly, whose long chord bears S 00°31'05" E a distance of 75.26 feet; thence Southerly along the arc of said curve, through a central angle of 77°40'58" an arc distance of 81.35 feet to the beginning of a 330.12 foot radius curve, concave Southeast, whose long chord bears S 34°30'46" W a distance of 43.88 feet; thence Southwesterly along the arc of said curve, through a central angle of 07°37'16" an arc distance of 43.91 feet; thence N 89°49'29" W a distance of 28.68 feet, more or less, to the Point of Beginning.

Said strip of land contains 7,998 square feet or 0.18 Acres, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

SHEET 1 OF 3

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. 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.
2. 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 _____ day of _____, 2012.

Roan Creek Land & Cattle Co., LLC
a Colorado Limited Liability Company

By: _____
Ivan D. Geer, Manager and Member

State of Colorado)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ivan D. Geer, as Manager and Member of Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company.

My commission expires _____.

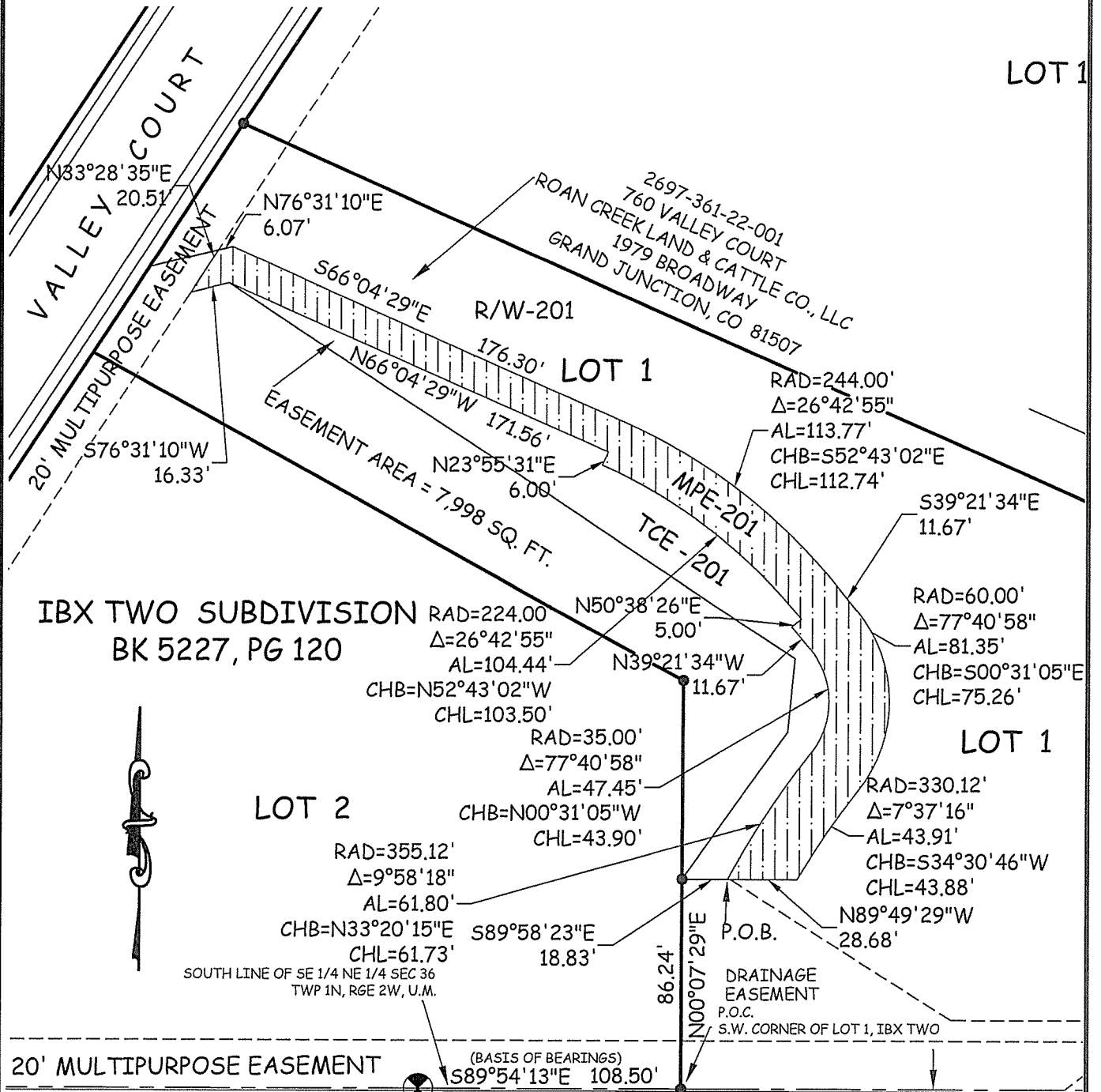
Witness my hand and official seal.

Notary Public

EXHIBIT "A"

SHEET 3 OF 3

LOT 1

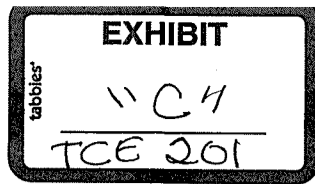


The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary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

DRAWN BY: PTK
DATE: 2-02-09
SCALE: 1" = 60'
APPR. BY: PTK

ROAN CREEK LAND & CATTLE COMPANY
2697-361-22-001
760 VALLEY COURT
MULTIPURPOSE EASEMENT
MPE - 201





TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

22 Road at Highway 6 Realignment Project

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between **Roan Creek Land & Cattle Co., LLC**, a Colorado Limited Liability Company, whose address is 1979 Broadway, Grand Junction, CO 81507, hereinafter referred to as "Owner", and the **City of Grand Junction, a Colorado home rule municipality**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "City".

RECITALS:

- A. The City Council of the City of Grand Junction has determined that the construction, installation, and operation of the 22 Road at Highway 6 Realignment Project in Grand Junction, Mesa County, Colorado ("Project"), are necessary for the health, safety and welfare of the inhabitants of the City. The City Council has committed all resources necessary for the construction and operation of the Project.
- B. The Owner represents that it owns a tract of land where a portion of the Project is to be completed as identified by Mesa County Tax Schedule Number **2697-361-22-001**, having a physical address of 760 Valley Court, Grand Junction, CO, 81505 hereinafter referred to as "Owner's Property".
- C. To facilitate prudent and proper installation of the Project Improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. For and in consideration of the sum of Three Thousand Four Hundred Twenty and 69/100 Dollars (\$3,420.69), the receipt and sufficiency of which is hereby acknowledged, the Owner hereby grants and conveys to the City a Temporary Construction Easement within the limits of the Owner's Property as described on the attached **Exhibit "A"** and depicted on the attached **Exhibit "B,"** both are incorporated herein, to allow access for workers and equipment to facilitate installation of improvements associated with the Project during the term specified in paragraph 2.
2. The term of the City's use of the Temporary Construction Easement herein granted shall commence on the day and year first above written and shall expire when the Project is complete as evidenced by the official public notice by the City's Engineering Manager.
3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. The City agrees that this Agreement shall not be recorded nor otherwise entered into the permanent record of any land office. Owner shall be responsible for informing any successor and/or new owner of this Agreement.
4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees to, at the City's sole cost and expense, reasonably repair and restore 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.
5. This Temporary Construction Easement Agreement embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

Dated the day and year first above written.

Owner:

Roan Creek Land & Cattle Co., LLC
a Colorado Limited Liability Company

Ivan D. Geer, Manager and Member

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012
by Ivan D. Geer as Manager and Member of Roan Creek Land & Cattle Co., LLC, a Colorado Limited
Liability Company

My commission expires _____.

Witness my hand and official seal.

Notary Public

**City of Grand Junction,
a Colorado home rule municipality:**

Greg Trainor, Director
Public Works, Utilities and Planning

EXHIBIT "A"

Temporary Construction Easement

A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Principal Meridian, being a portion of Lot 1, IBX Two Subdivision, as same is recorded in Book 5227, Page 120, public Records of Mesa County, Colorado and being more particularly described as follows:

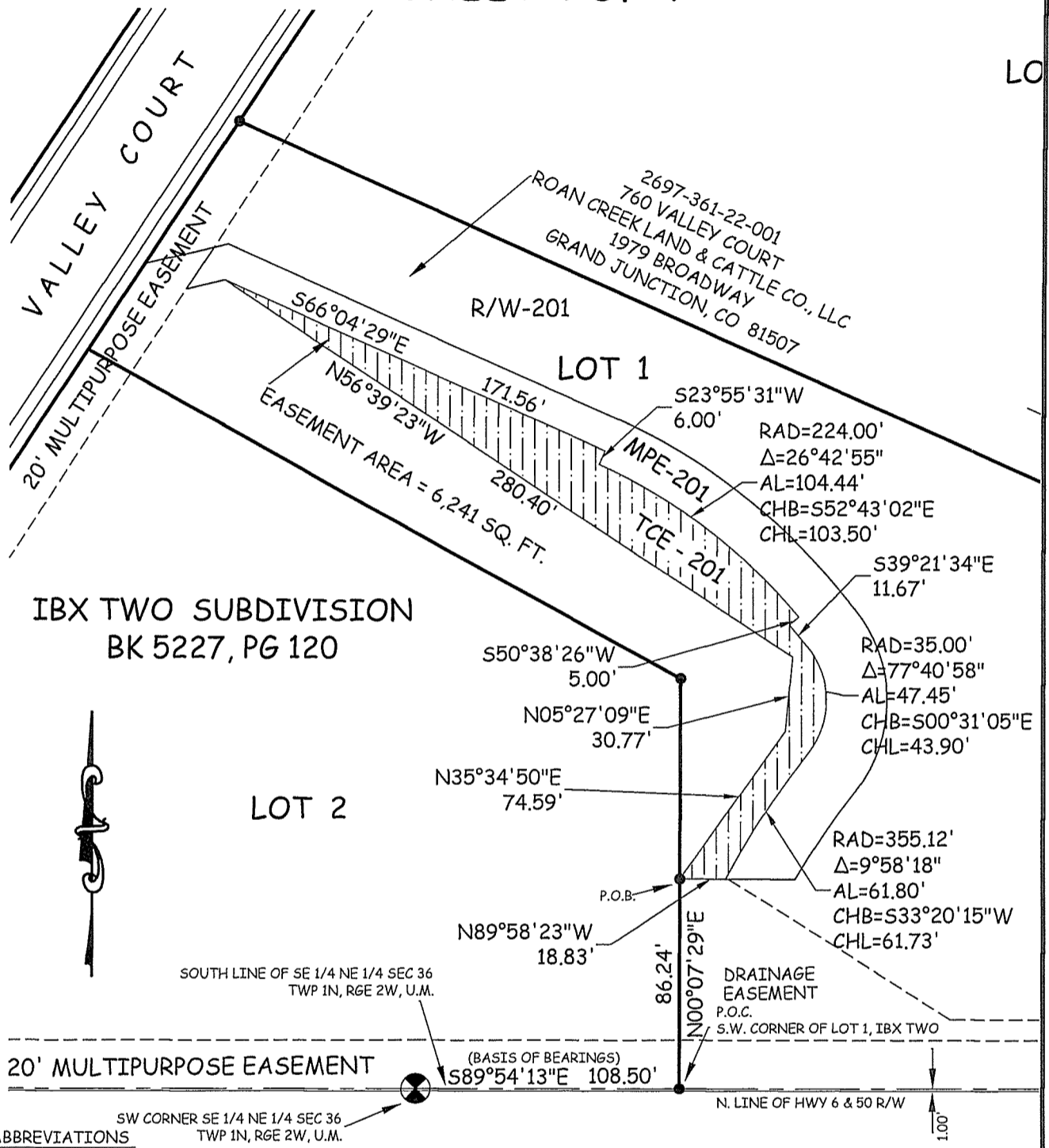
COMMENCING at the Southwest Corner of said Lot 1, IBX Two Subdivision and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 36 bears S 89°54'13" E and all other bearings contained herein are relative thereto; thence from said Point of Commencement, N 00°07'29" E along the West line of said Lot 1, a distance of 86.24 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 35°34'50" E a distance of 74.59 feet; thence N 05°27'09" E a distance of 30.77 feet; thence N 56°39'23" W a distance of 280.40 feet; thence S 66°04'29" E a distance of 171.56 feet; thence S 23°55'31" W a distance of 6.00 feet to a point being the beginning of a non-tangent curve, concave Southwest, having a radius of 224.00 feet and whose long chord bears S 52°43'02" E with a distance of 103.50 feet; thence Southeasterly along the arc of said curve, through a central angle of 26°42'55" a distance of 104.44 feet; thence S 50°38'26" W a distance of 5.00 feet; thence S 39°21'34" E a distance of 11.67 feet to the beginning of a 35.00 foot radius curve, concave West, whose long chord bears S 00°31'05" E a distance of 43.90 feet; thence Southerly along the arc of said curve, through a central angle of 77°40'58" an arc distance of 47.45 feet to the beginning of a 355.12 foot radius curve, concave Southeasterly, whose long chord bears S 33°20'15" W a distance of 61.73 feet; thence Southwesterly along the arc of said curve, through a central angle of 09°58'18" an arc distance of 61.80 feet; thence N 89°58'23" W a distance of 18.83 feet.

CONTAINING 6,241 Square Feet, more or less, as described.

Authored by: Peter T. Krick, PLS
on behalf of the City of Grand Junction
250 N. 5th Street, G. J. CO 81501

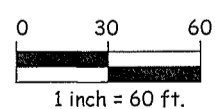
EXHIBIT "B"

SHEET 4 OF 4



- SW CORNER SE 1/4 NE 1/4 SEC 36
TWP 1N, RGE 2W, U.M.
- (BASIS OF BEARINGS)
S89°54'13"E 108.50'
- N. LINE OF HWY 6 & 50 R/W
- ABBREVIATIONS
- R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.M. UTE MERIDIAN
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - SSMH SANITARY SEWER MAN HOLE

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.



LINEAL UNITS = US SURVEY FOOT



DRAWN BY: PTK
 DATE: 2-02-09
 SCALE: 1" = 60'
 APPR. BY: PTK

ROAN CREEK LAND & CATTLE COMPANY
 2697-361-22-001
 760 VALLEY COURT
 TEMPORARY CONSTRUCTION EASEMENT
 TCE - 201

