

GJS742ND

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: TEMPORARY EASEMENT AND DEED

NAME OF AGENCY OR CONTRACTOR: GRAND JUNCTION STEEL FABRICATING COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: BLOCK 15, MILLEDALE  
SUBDIVISION - AGREEMENT REGARDING VACATION OF PORTION OF 2<sup>ND</sup> AVENUE BETWEEN  
11<sup>TH</sup> AND 12<sup>TH</sup> STREETS - MOVING WATER LINE AND RIGHT-OF-WAY 50' WEST OF CENTER  
LINE OF 12<sup>TH</sup> STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## AGREEMENT

THIS AGREEMENT made and entered into this 21st day of November, 1973 by and between the CITY OF GRAND JUNCTION, a Colorado municipal corporation, hereinafter referred to as "City" and GRAND JUNCTION STEEL FABRICATING COMPANY, a Colorado corporation, hereinafter referred to as "Company".

### R E C I T A L S

1. The Company has requested the City to vacate a portion of public right of way more particularly described as follows, to-wit:

Commencing at a point 40 feet West of the NW corner of Block 15, Milldale Subdivision, City of Grand Junction, County of Mesa, State of Colorado, thence North to South line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, thence East along the South line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 23 to a point North of the NE corner of Block 15 of Milldale Subdivision, thence South to the NE corner of Block 15 of Milldale Subdivision, thence West to the point of beginning.

which shall be hereinafter referred to as the premises sought to be vacated.

2. By Ordinance No. 860 adopted by the City on the 21st day of May, 1952 the City vacated that portion of Third Avenue of Milldale Subdivision lying East of the East line of 11th Street and West of the West line of 12th Street reserving the right to construct, maintain, and remove sewers, water mains and gas mains and appurtenances, and to authorize the construction, maintenance and removal of the same therein and therefrom, and subject to the continued right of owners to maintain and operate existing mains and pipes.

3. As a result of the reservation contained in Ordinance No. 860 the City has maintained in the vacated right of way a 12-inch water main.

4. The City desires to relocate the 12-inch water line located within the vacated portion of Third Avenue above described and desires to obtain additional right of way on 12th Street in the event it becomes necessary to enlarge 12th Street.

5. In consideration of the City vacating the premises requested by the Company to be vacated, the Company has agreed to:

(a) Pay the City the sum of \$5,000.00 to assist the City in meeting the costs of removing the 12-inch pipe line from the right of way situated in the vacated portion of Third Avenue.

(b) To dedicate such property that the Company now owns North of the premises sought to be vacated in which the Company may hereafter acquire North of said premises and South of D Road as now established or hereafter established in order that the City may have a right of way 50 feet in width, including the present right of way, West of the center line of 12th Street.

C O V E N A N T S     A N D     A G R E E M E N T S

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and in furtherance of the Recitals above made, the parties hereto agree as follows:

1. The City shall forthwith pass and adopt an ordinance providing for the vacation of the premises sought to be vacated with the exception that the ordinance will provide that the City will retain sufficient portion of the premises sought to be vacated so that the City will have a right of way 50 feet in width, including the present right of way, West of the center line of 12th Street.

2. Upon the ordinance described in Paragraph 1 becoming final the Company agrees:

(a) To dedicate to the City for public purposes so much of the following described tract, now owned by the Company, in order that the City will have a right of way, including the portion that it presently has, 50 feet West of the center line of 12th Street as now established. The premises are:

The NE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 23, Township 1 South, Range 1 West of the Ute Meridian, lying South of a line, which line is the South boundary line of the alley in the middle of Block 8 of the Milldale Subdivision to Grand Junction, Colorado, produced Easterly to the West boundary of Twelfth Street produced Southerly.

(b) In the event the Company hereafter acquires property lying to the North of property described in (a) above and South of D Road, the Company agrees to make a dedication of so much of the property acquired as will be necessary to enable the City to have a right of way 50 feet in width, including the City's present right of way, West of the center line of 12th Street as now established.

3. The City agrees that within one year of date hereof it will cause to remove or disconnect the 12-inch water main situated within the reserved portion of the area vacated described in Ordinance No. 860. Upon removing or disconnecting said water line the City agrees that it will pass an ordinance vacating all rights reserved by the City in the area described in Ordinance No. 860.

4. The Company agrees upon the City performing its obligations contained in Paragraph 3 above to pay to the City the sum of \$5,000.00.

5. The Company further agrees that in establishing a fence around the premises requested to be vacated and the property described in Paragraph 2 (a) hereof the Company will consult with the City's Fire Department for the purpose of establishing such access as the Fire Department deems necessary for fire protection purposes to the Company's property.

6. This Agreement is binding upon the heirs, successors and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF GRAND JUNCTION

ATTEST:

*Neva B. Lockhart*  
City Clerk

BY *Harvey M. R.*  
City Manager

GRAND JUNCTION STEEL FABRICATING COMPANY

ATTEST:

*W. E. ...*  
Secretary

By *W. E. ...*  
President