

HOP51SHP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED [QC]

NAME OF AGENCY OR CONTRACTOR: COLUMBINE COMPANY BY C.D.
SMITH, WM ELDON HOPKINS OPAL A. HOPKINS, JOHN F. SWIGLOW,
FRANK E. BEAUDOIN, THEODORE L. FOUTS, HANNA C. FOUTS, DAVID
W. HAYNES AND GEORGINE M. HAYNES, EARL O. MOYER AND VERA H.
MOYER, DALE T. LUKE AND AGNES LUKE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SHERWOOD
PARK LOTS 2,3,5,6,7,9,10,12,13,14, BLOCK 1 FOR ALLEY
PURPOSES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1951

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Reception No. 544769 Annie M. Dunston Recorder

QUIT CLAIM DEED

This Deed, Made this 4th day of June, 1951, between Columbine Company, a Colorado Corporation, Wm. Eldon Hopkins, Opal A. Hopkins, John F. Swiglow, Frank E. Beaudoin, Theodore L. Fouts, Hanna C. Fouts, David W. Haynes and Georgine M. Haynes, Earl O. Moyer and Vera H. Moyer, Dale T. Luke and Agnes Luke,

of the County of Mesa and State of Colorado, parties of the first part, and City of Grand Junction, a Municipal Corporation, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and quit claimed, and by these presents do remise, release, sell, convey and Quit Claim unto the said party of the second part, all right, title, interest, claim and demand which the said parties of the first part have in and to the following described real property, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

For Alley purposes only,
The South Ten feet of Lots Three, Five, Six, Seven and Nine, and
the North Ten feet of Lots Two, Ten, Twelve, Thirteen and Fourteen,
in Block One, in Sherwood Addition, in the City of Grand Junction;

(Total Consideration less than \$100.00)

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.



COLUMBINE COMPANY

By [Signature]
President

Frank E. Beaudoin

David W. Haynes

Georgine M. Haynes

[Signature]

Wm. Eldon Hopkins

John F. Swiglow

Hanna C. Fouts

Theodore L. Fouts

[Signature]
Secretary

Earl O. Moyer

Vera H. Moyer

Dale T. Luke

Agnes Luke

State of Colorado) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 2nd day of August A.D. 1951, by C. D. Smith, Jr. as President, and Frank R. Hall as Secretary of Columbine Company, a Colorado Corporation, and Frank E. Beaudoin, David W. Haynes, Georgine M. Haynes, Opal A. Hopkins, Wm. Eldon Hopkins, John F. Swiglow, Hanna C. Fouts, Theodore L. Fouts, Earl O. Moyer, Vera H. Moyer, Dale T. Luke and Agnes Luke.

My commission expires February 1, 1955.
Witness my hand and official seal.

[Signature]
Notary Public

COLUMBINE CO.

GRAND JUNCTION, COLO.

June 6, 1950

Honorable Members of the City Council
City of Grand Junction
Grand Junction, Colorado

Gentlemen:

This company represents sixteen men who are individually recognized as outstanding civic leaders, and represent businesses that are some of the largest tax payers in Mesa County and the City of Grand Junction. Several years ago these men purchased a tract of land between First Street and Fifth Street, and North Avenue and Orchard Avenue, comprising approximately one hundred acres. This property was purchased for the express purpose of developing one of the finest residential and business areas in this part of the country. This company was organized to represent the owners of this property in the subdivision and development of this property, and one of the outstanding landscape architects, having subdividing as a specialty, was employed to lay out a tentative plat of this area. It was the unanimous opinion of this company, the owners, and the architect that the City of Grand Junction would best be served, and the residential area intended to be created could be beautified, and living therein made more comfortable, if a large portion of this tract was dedicated to the City of Grand Junction for park purposes. It was therefore decided that approximately twenty acres of ground, representing the value of approximately \$25,000, be given to the City for this purpose.

About eighteen months ago the plat of the general plan was submitted to the City Manager and subsequently to the City Council, and at that time an agreement was made between this company and the City Council that the City of Grand Junction would accomplish some development work in the park area during the year 1949. Through fault of no one this work was not completed. In view of this fact, and for the interest of all concerned, it is desirable that we again present to the City Council a proposition of their accepting on behalf of the City of Grand Junction the park area referred to above, and are submitting herewith a proposed agreement and deed to the park area and roadway.

June 6, 1950

We sincerely trust that the City Council fully realizes that the acceptance of this agreement will result in a very great asset to this City as it continues to grow in the future. Also, we hope that people of the City of Grand Junction will appreciate the generous gift being made to them by the owners of this property.

We sincerely regret that the completed plat of this entire area is not ready for filing at the present time. However, this will be completed within the next few weeks and will be submitted to the City Council for approval, and at the time this plat is filed it is our intention and promise that nearly one-half of the entire number of lots shown on the tentative plan will be offered to the City of Grand Junction for annexation, and the remainder will likely be offered in the near future. In this connection we have made contracts with all lot buyers to date providing that such buyers, or their assigns, are to cooperate in bringing this area into the City at any time upon request of this company. It is reasonable to assume that as soon as these lots are annexed that considerable residential real estate development will take place in this area, and will soon greatly increase the tax rolls of the City, and thereby will more than pay for any development expense incurred by the City in creating a fine park and recreational area.

The sale of all lots prior to annexation will be made subject to the city building code and builders will have to apply for a building permit and pay the regular fee therefor. Various houses already erected, or being erected, in this area have a floor area of not less than 800 square feet, and we will maintain or increase this minimum if possible to do so.

We sincerely hope that the City will proceed immediately in creating and adopting a general plan for developing the entire park area, and proceed with the development in the near future, as additional park and recreational facilities are badly needed by this fast growing community.

It is the sincere desire of this company to work in harmony with the City Council and the City of Grand Junction, and to give our assistance, both financial and otherwise, to make this area, and therefore the entire City of Grand Junction, a much finer and more desirable place to live.

Respectfully submitted,

COLUMBINE COMPANY

By C. D. Smith, Jr.
President.

A G R E E M E N T

THIS AGREEMENT, Made this 3rd day of May, 1950, between the CITY OF GRAND JUNCTION, a municipal corporation, party of the first part, and the COLUMBINE COMPANY, a Colorado corporation, party of the second part, WITNESSETH:

WHEREAS, The second party is the owner of record of approximately one hundred acres comprising the balance of what is commonly referred to as the Shaffroth-Rogers tract, which it contemplates platting and subdividing, and

WHEREAS, Preliminary plans contemplate dedicating or conveying to the first party a park and driveway comprising twenty acres, more or less, and

WHEREAS, Such dedication or conveyance is dependent upon the first party's acceptance thereof and agreeing to develop said park and driveway for the general benefit of the City of Grand Junction, and for the purpose of making other lots in said subdivision more desirable for building purposes.

NOW THEREFORE, In consideration of the premises and of the party of the second part conveying the said acreage to the City of Grand Junction for park and street purposes, the party of the first part agrees as follows:

1. Within a reasonable time, but in 1950, to rebuild the irrigation ditches within said tract so that they will follow the Northerly and Southerly lines of the park and connect with present lateral ditches at Second Street and North Avenue, also at First Street and Elm (Independent) Avenue.

2. To secure, during 1950, definite plans for the development of the park and, by the spring of 1951, to begin such actual development work at least sufficient in amount to make a reasonable showing which shall be evidence to prospective home seekers that the City really intends to create and maintain an attractive park. That work on the development of the park

shall proceed from year to year to completion, providing for the cost of same by inclusion in the budget for each of such years.

3. Within a reasonable time to open for traffic what is designated in the proposed plat as "Park Driveway."

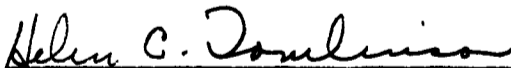
4. The second party agrees, upon the acceptance of this agreement by the City Council of Grand Junction, to convey the proposed park site to first party, and dedicate a 30-foot strip surrounding said park for public street purposes, and also agrees to dedicate an additional strip of approximately 30 feet so as to make approximately a 60-foot driveway when final plat is filed. Second party further agrees to complete the said plat and submit same for the approval of the said City of Grand Junction at an early date.

IN WITNESS WHEREOF, This agreement has been duly executed the day and year first above written, and has been duly authorized by Resolution of the City Council of Grand Junction, Colorado, and by Resolution of the Board of Directors of the Columbine Company, at regular and legal meetings.

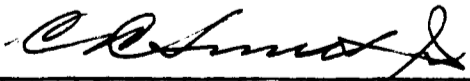
CITY OF GRAND JUNCTION

By 
Party of the First Part


ATTEST:


City Clerk

COLUMBINE COMPANY

By 
President
Party of the Second Part

ATTEST:


Secretary

A G R E E M E N T

THIS AGREEMENT Made and entered into this 7th day of June, 1950, between the City of Grand Junction, a municipal corporation, party of the first part, Columbine Company, a Colorado corporation, party of the second part, the Water Users under Laterals No. 110 and No. 111 out of the Grand Valley Irrigation Company's Canal, parties of the third part, and Grand Valley Irrigation Company, a Colorado corporation, party of the fourth part, WITNESSETH: That

WHEREAS, The first party is the owner of what is designated as Sherwood Park, consisting of approximately twenty acres, located around the natural draw through the tract owned by second party, known as the Shaffroth-Rogers Tract, located northwest of Grand Junction, being in the Southwest Quarter of Section Eleven, Township One South, Range One West of the Ute Meridian, which second party contemplates subdividing as High School Place, in accordance with the general plan of a proposed plat now prepared and furnished first party, and first party has hereto agreed in writing to construct new ditches for the purpose of eliminating the canal through said tract; and

WHEREAS, Third parties now use water from the Grand Valley Canal through Laterals No. 110 and No. 111; and

WHEREAS, The parties hereto believe that it will be for their mutual interests to abandon that portion of the canal of fourth party, which runs through second party's lands, and provide third parties with a new head gate at Third and Orchard Avenue through which water will be conveyed to their present ditches at points hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, it is hereby mutually agreed by and between the parties as follows:

1. That fourth party will, as soon as reasonably possible, but at least in 1950, install a new head gate at Third and Orchard Avenue.

City 2. That first party will install and construct, at its own expense, a pipe line or ditch, as soon as reasonably possible, but in 1950, of sufficient capacity to carry the water from the head gate southerly a distance of approximately 500 feet to a point on the northerly boundary of Sherwood Park, and of sufficient capacity to carry the present requirements of Laterals No. 110 and No. 111, plus 10 per cent for additional lands not now under irrigation. A pipe line shall be ultimately installed for the full distance. (500)

3. First party agrees to construct adequate open ditches as soon as reasonably possible, but during 1950, from the end of said ditch or pipe line, as follows:

(a) One ditch along the northwesterly line of what is known as East Sherwood Drive to a point on North Second Street where it will connect with the present ditch.

(b) A ditch along the southeasterly line of what is known as West Sherwood Drive, thence westerly across the proposed Elm Avenue to connect with Lateral No. 111 at First Street.

(c) A ditch southwesterly through said natural draw to where said draw intersects North First Street.

4. That said ditches shall be constructed of sufficient size to supply the needs of the respective users thereunder, and all of said ditches within the limits of said Park and across Elm Avenue to First Street shall be maintained by the first party perpetually, or as long as required, and that third parties may respectively use such of said ditches as they deem most satisfactory for their irrigation needs.

5. Third parties hereby agree to the proposed change of location of their head gates, and agree to abandon their present head gates as soon as water is available for delivery through the new proposed ditches.

6. Second party hereby gives and grants to the first party and third party the necessary rights of way through the property owned by it for the construction and maintenance of the proposed ditches, and fourth party hereby agrees to abandon its old ditch through second party's lands as soon as the new ditches have been completed and are delivering water to Laterals No. 110 and No. 111 under the terms of this contract. Third parties also agree to abandon all rights of way for present ditches across second party's lands as soon as they are able to obtain adequate water through the proposed new ditches.

7. That the first party shall have the right to use said new ditches to carry its own water for Park purposes.

This agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

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

CITY OF GRAND JUNCTION

By W.D. Soy
Party of the First Part

COLUMBINE COMPANY

By C. K. ...
Party of the Second Part

WATER USERS UNDER LATERALS
No. 110 and No. 111 out of the
Grand Valley Irrigation Company's
Canal

By (See Page 3 for signatures)
Parties of the Third Part

GRAND VALLEY IRRIGATION COMPANY

By Wm. Steiner
Party of the Fourth Part

F P Johnson
~~W H King~~
Clarence E. Ross
Sam Ode

Mulla Halstam
Joe Mc Derm
Geo John [unclear]

L C Shope
Mrs Nick Fusiano¹¹⁰

G E O'Neil
M E Krause¹¹²

William Phillips

L. A. Desrosiers¹¹²

Rex R. Scott

J. [unclear]

P. H. [unclear]

Mr. [unclear]

James Jones

C. [unclear]

R. A. Barnes
CITY OF GRAND J. T.
[unclear]

Mrs. Melvin Fuller
Mrs. Beryl [unclear]

Cyrillia [unclear]

Howard W. Cross¹¹²

[unclear]

Alvin Venegas

Edo [unclear]¹¹⁰

E. R. Stephens

E. W. Blevens

R. [unclear]

Sigmund Yarbitz

Paul R. [unclear]

A. W. Hattery

Ascar & Irma Jensen

Being all of such Water Users, and further shown with amount of water involved in Exhibit "A" hereto attached and made a part hereof.

EXHIBIT "A"

HEADGATE NO. 110, MESA COUNTY - 1950

	<u>Statute Inches</u>
City of Grand Junction	11.
Fuoco, James	2.50
King, H. B.	12.75
Lee, H. A.	1.50
Oda, Sam	14.
Stephens, C. R.	6.50
Valdez, Samuel	6.
Venegas, Albino	13.50
Phillips, Mrs. Owen (Rents)	1.
Barnes, R. A.	3.25
Desrosiers, J. M.	4.
Gomez, Rita (Rents)	.50
Garner, R. H. (Rents)	1.
Blevens, E. W.	8.75
Patterson, A. W.	2.50
Thorpe, Mrs. L. C.	8.
Johnson, J. P.	11.25
Ross, Clarence E.	6.50
Scott, Rex R.	<u>2.</u>

Total 116.50

Fasiano, Mrs. Nick

2.

Sandoval, Eligio

2.

HEADGATE NO. 111, MESA COUNTY - 1949 120.50

Ennis, Paul R.	2.50
Feller, Mrs. Ora W.	.75
Garner, Mrs. Birley	.50
Meador, John	.50
McVern, Joe	.75
Orvis, G. E.	.50
Spence, Ralph	2.50
Richmond, C. A.	.75
Jensen, Mrs. Oscar	1.25
Desrosiers, J. M.	8.50
Garlitz, Mrs. Drucilla	1.50
Holston, C. E.	<u>.75</u>

Total 20.75

Brown, M. E.

2.

Desrosiers, L. A.

2.

Bower, Mrs. Dean

2.

Cross, Howard W.

2.

Total 28.75

A G R E E M E N T

THIS AGREEMENT made this 20th day of July, 1950, between the City of Grand Junction, Colorado, a municipal corporation, first party, and the Columbine Company, a Colorado corporation, second party, WITNESSETH:

WHEREAS, under agreement dated June 7, 1950, between the above parties, the first party agreed to construct a pipe line or ditch leading from the headgate at 3rd and Orchard Avenue to the northerly boundary of Sherwood Park; and

WHEREAS the first party has a ditch now practically constructed at the said location; and

WHEREAS the second party desires to have a pipe line constructed at the said location so that adjoining property can be sold and fully utilized; and

WHEREAS the first party does not now have sufficient funds on hand for the construction of a pipe line and the second party is willing to advance the necessary costs for the labor and materials to be used in the construction of said pipe line; and

WHEREAS the second party has agreed to annex the tract through which the pipe line is to be constructed, together with adjoining territory, to the City of Grand Junction, and the annexation and construction of a covered pipe line would be of mutual benefit to both parties;

NOW THEREFORE in consideration of these presents and the mutual agreements contained herein, the parties hereto agree as follows:

The first party agrees to construct a pipe line from 3rd and Orchard Avenue to the north boundary of Sherwood Park as shown on the plat of said tract with reasonable diligence and as soon as material is available;

The second party agrees to advance to the first party all necessary money to pay for the construction of the said pipe line including labor and materials;

The first party agrees to repay to the second party all money advanced for the aforesaid purpose out of its 1951 budget, provided that the second party has completed the annexation of the entire tract to the City of Grand Junction before payment shall be made.

IN WITNESS WHEREOF the parties have hereunto subscribed their names on the day and year first above written.

CITY OF GRAND JUNCTION

By W. D. Poy
City Manager

ATTEST:

Helen C. Joubert
City Clerk

COLUMBINE COMPANY

By C. E. ...
President

ATTEST:

F. ...
Secretary

A G R E E M E N T

THIS AGREEMENT, Made this 29th day of December, 1948, between the CITY OF GRAND JUNCTION, a municipal corporation, party of the first part, and the COLUMBINE COMPANY, a Colorado corporation, party of the second part, WITNESSETH:

WHEREAS, The second party is the owner of record of approximately one hundred acres comprising the balance of what is commonly referred to as the Shaffroth-Rogers tract, which it contemplates platting and subdividing, and

WHEREAS, Preliminary plans contemplate dedicating or conveying to the first party a park and driveway comprising twenty acres, more or less, and

WHEREAS, Such dedication or conveyance is dependent upon the first party's acceptance thereof and agreeing to develop said park and driveway for the general benefit of the City of Grand Junction, and for the purpose of making other lots in said subdivision more desirable for building purposes,

NOW THEREFORE, In consideration of the premises and of party of the second part dedicating or conveying the said acreage to the City of Grand Junction for park purposes, the party of the first part agrees as follows:

1. Within a reasonable time, but during 1949, to rebuild the irrigation ditches, except West of the park, so that they will be entirely within the limits of the park and construct ditches necessary to deliver water to the lateral at Second Street.

2. Within the said period to open for traffic what is designated in the proposed plat as "park driveway."

3. To commence in 1949 to plant trees and shrubs in the park and to carry on plans for the permanent improvement of the park in general accordance with the plan outlined in Exhibit "A" attached hereto. That work on the development of said park shall progress from year to year and shall be completed as rapidly as possible.

4. The second party agrees, upon the acceptance of this agreement by the City Council of Grand Junction, to either dedicate the said park and driveway, or convey the same, to the City of Grand Junction within ninety days from such acceptance.

IN WITNESS WHEREOF, This agreement has been duly executed the day and year first above written and has been duly authorized by Resolution of the City Council of Grand Junction, Colorado, and by Resolution of the Board of Directors of the Columbine Company, at regular and legal meetings.

CITY OF GRAND JUNCTION

By *[Signature]*

Party of the First Part

ATTEST:

Helen C. Tomlinson
City Clerk

COLUMBINE COMPANY

By *[Signature]*

President
Party of the Second Part

ATTEST:

Frank R. Hall
Secretary