

MSA66MAS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: O. K. CLIFTON, WORSHIPFUL MASTER, H. DALE MYERS, SENIOR WARDEN, CLYDE H. HABERMEHL, JUNIOR WARDEN, AND THOS. C. CHARLES, SECRETARY FOR MESA LODGE NO. 55 A. F. AND A. MASONS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MASONIC CEMETERY AND PERPETUAL CARE FUND AND PERSONALTY USED FOR OPERATION OF CEMETERY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1966

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Mesa Lodge No. 55 A. F. & A. Masons of Grand Junction

whose address is

County of Mesa, and State of

Colorado, for the consideration of Ten Dollars and other valuable consideration, ~~xxxxxx~~ in hand paid, hereby sell(s) and convey(s) to City of Grand Junction, a municipal corporation,

whose address is

County of

Mesa, and State of Colorado the following real property in the

County of Mesa, and State of Colorado, to-wit:

Commencing at a point 12.9 feet West of the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 26, Township 1 South Range 1 West of the Ute Meridian, thence West along the North line of said Southwest Quarter of the Northwest Quarter of Section 26 a distance of 466.6 feet, thence South 466.6 feet, thence East 466.6 feet to a point 15.5 feet West and 466.6 feet South of said Northeast corner, thence North 466.6 feet to the point of beginning, subject to dedicated roads and easements,

with all its appurtenances, and warrant(s) the title to the same, subject to

Signed this _____ day of February 19 66, Mesa Lodge No. 55 A.F. & A. Masons of Grand Junction

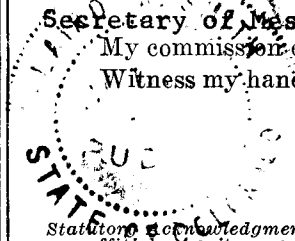
Thos. C. Charles
Cemetery Committee of said Lodge.

STATE OF COLORADO
County of Mesa

[Signature]
[Signature]
} ss. *[Signature]*

The foregoing instrument was acknowledged before me this 19th day of ~~XXXXX~~ February, 19 66, by O. K. Clifton as Worshipful Master, H. Dale Myers as Senior Warden, Clyde H. Habermehl as Junior Warden and Thos. C. Charles as Secretary of Mesa Lodge No. 55 A. F. & A. Masons of Grand Junction

My commission expires 6/19/67
Witness my hand and official seal



Laird K. Smith
Notary Public

Statutory Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

RESOLUTION

BOOK 893 Page 684

WHEREAS, Mesa Lodge No. 55 A. F. & A. Masons of Grand Junction is the owner of the following described property situate in Mesa County, Colorado, to-wit:

Commencing at a point 12.9 feet West of the Northeast Corner of the Southwest Quarter of the Northwest Quarter of Section 26, Township 1 South, Range 1 West of the Ute Meridian, thence West along the North line of said Southwest Quarter of the Northwest Quarter of Section 26 a distance of 466.6 feet, thence South 466.6 feet, thence East 466.6 feet to a point 15.5 feet West and 466.6 feet south of said Northeast corner, thence North 466.6 feet to the point of beginning, subject to dedicated roads and easements,

which property is platted as the Masonic Cemetery Grounds and has been used for cemetery purposes, and

WHEREAS, the membership of said Lodge has previously determined it to be in the best interest of the Lodge to transfer the ownership of the land and the future operation and maintenance of the cemetery to the City of Grand Junction:

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERSHIP OF MESA LODGE NO. 55 A. F. and A. MASONS OF GRAND JUNCTION IN REGULAR MEETING ASSEMBLED:

That the Cemetery Committee of said Lodge be, and it is hereby, authorized to execute, on behalf of the Lodge and as the act of the Lodge, a Warranty Deed conveying said land to the City of Grand Junction; further, that said Committee be authorized to execute such other documents as may be necessary to transfer operation and maintenance of the cemetery to the City; and, further, that said Committee be authorized to transfer to the City perpetual care funds and personalty used in the operation and maintenance of the cemetery.

I, Thos. C. Charles, Secretary of Mesa Lodge No. 55 AF & AM., do solemnly swear that the above RESOLUTION is a true and exact copy read at the stated communication of Mesa Lodge No. 55 AF & AM., held on the evening of January 6, 1966, and by unanimous vote of the members present was adopted.

Thos. C. Charles Sec'y.



No. 912895

WARRANTY DEED

SHORT FORM

MESA LODGE NO. 55 A. M. E. A. MASONS

INDEXED

TO

City Of Grand Junction, Colo.

Masonic Cemetery

STATE OF COLORADO

County of

MESA

ss.

I hereby certify that this instrument was filed

for record in my office, at 2:34

o'clock P. MAR 2 1966 M., 19

and is duly recorded in book 893

page 685

Arnie M. Dunston Recorder

By Helmut P. Pyle Deputy

Fee, \$ 1.50

Mail to: Grand Jct. City Clerk (or return to)

P.O. Box 968

Send future tax statements to:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

1. That the Calvary, Odd Fellows and Masonic cemeteries recently acquired by the City of Grand Junction be, and they are hereby declared to be, a part of The Municipal Cemetery of Grand Junction, and subject to the rules and regulations established therefor.

2. That the City Treasurer is hereby directed to keep the perpetual care funds acquired with the said cemeteries in separate funds for each cemetery until further direction by the Council or the City Manager.

PASSED AND ADOPTED THIS 2nd day of March, 1966.

President of the City Council

ATTEST:

City Clerk

MASONIC CEMETERY EQUIPMENT

1 27" Toro Starlawn Mower
1 22" Turfmaster Trim Mower
1 Parker PA-5928 Leaf Sweeper
1 Pipe Vice
1 Bench Vice (Small)
2 Pipe Dies 1 Small - 1 Large
2" 3/4" Wires
2" Rainbird Sprinklers
1 Fork and 3 Shovels
2 Hedge Shears
2 Pruning Shears
2 Grass Shears
1 55 Gal. Gas Drum
1 3 Gal. Spray Can
1 24" Pipe Wrench
1 18" Pipe Wrench
1 6 Ft. 2-man Saw
1 Wheelbarrow
12 Picks. 2 Pick Handles

CALVARY CEMETERY EQUIPMENT

1 24 Honda Riding Mower
1 30" Toro Parke Special Mower
1 Grave Tarpaulin
10 50 Ft. 1/2" Hoses
1 Fork
2 Shovels
1 Pick and Handle

I. O. O. F. CEMETERY EQUIPMENT

1	30" Jacobson Mower
1	22" Homko Trim Mower
1	Wheelbarrow
1	14" Pipe Wrench
1	10" Pipe Wrench
1	Set Pipe Dies 1/2" to 1 1/4".
10	50 ft. 3/4" Hoses
10	Rainbird Sprinklers
1	2-Gal Spray Can
1	3-Gal. Flame Sprayer
2	55-Gal. Drums
1	Parker PA 5628 Leaf Sweeper
2	Leaf Rakes
1	Hedge Shears
1	100 ft. Cloth Tape

MEMORANDUM AGREEMENT

This Memorandum Agreement, entered into this 1st day of January, 1966, by and between the City of Grand Junction, Colorado, as First Party, and Charles A. Buswell, Bishop of Pueblo, Mesa Lodge No. 55, A. F. & A. M. of Grand Junction, and Mesa Lodge No. 58 I.O.O.F., Jurisdiction of Colorado, as Second Parties,

WITNESSETH:

That Whereas, Second Parties own and operate cemeteries in close proximity to the municipal cemetery owned and operated by First Party; and

Whereas, it would be in the best interests of all Parties that the ownership and operation of the various cemeteries be under the sole control of one entity, namely First Party:

Now, Therefore, in consideration of the premises and the covenants hereinafter set out, It is Agreed:

1. Second Parties will convey to First Party all lands held by them for cemetery purposes by good and sufficient Warranty Deed. Such deed shall include all water rights, if any, appurtenant to the lands conveyed. Where abstracts of title are available, they shall be certified to date and furnished to First Party.

2. Second Parties will transfer and set over to First Party all personalty used in the care and maintenance or operation of their respective cemeteries. Such property shall be listed and appended hereto as exhibits.

3. Second Parties shall transfer to First Party all monies, if any, held by them for perpetual care of their cemeteries. Such funds shall be in cash or cash items and shall become a part of the perpetual care funds of First

Party to be used as required in all the cemeteries under the operation of First Party, as a result of this Agreement.

4. Upon such transfer and conveyance, and beginning January 1, 1966, First Party shall assume and obligate itself to the sole operation of said cemeteries, including perpetual care and maintenance. First Party, under such operation, shall have complete control thereof as to charges for grave spaces and perpetual care and all other matters incident to the cemetery operation.

5. As practicable, the various cemetery areas shall retain their identity as to particular faiths or persuasions, but nothing herein contained shall prohibit First Party from the sale of lots in various areas as it may determine. First Party agrees that it will, as practicable, maintain and preserve those shrines or other distinctive monuments that, in part, gave the various cemeteries their identity.

6. Second Parties shall furnish to First Party all available records, including plats, concerning sale of grave spaces, payments thereon, and any other agreements concerning the operations of the particular cemetery. First Party will honor such previous sales and agreements.

7. Second Parties agree, as respects their individual cemeteries, to save and hold harmless First Party from any claims and demands arising out of the operations of their respective cemeteries prior to January 1, 1966. This shall include any claims or demands arising from incomplete or inaccurate records of operation.

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

CITY OF GRAND JUNCTION, COLORADO

BY Ray G. McCracken
President of the Council

ATTEST:

William C. Johnson
City Clerk

+ Charles A. Buswell
Charles A. Buswell
Bishop of Pueblo

Mesa Lodge No. 55, A. F. & A. M. of
Grand Junction

O. A. Carter 10/11/11
H. Dale Meyer Secy
Wm. C. Johnson
Thos. C. Charles, Secy.

Cemetery Committee

Mesa Lodge No. 58 I.O.O.F.,
Jurisdiction of Colorado

By Henry Bittle
Noble Grand

ATTEST:

Raymond A. Matney
Secretary

Helen T.

CEMETERY CONSOLIDATION MEETING

July 23, 1965 - 2:30 p.m.

Conference Room

Present at the meeting were: Gerald Ashby, Helen Tomlinson, Joe M. Lacy, and Ralph Stocker.

The subject of procedures for consolidating the cemeteries as tentatively authorized by Council was discussed. The following points were generally agreed to be the steps necessary as far as the City itself is concerned:

CITY ACTIONS

1. Target date for actual consolidation should be January 1, 1966.
2. Red Stocker is to contact all cemetery agencies and ask them to deliver deeds to the properties to him which he, in turn, will consolidate and give to Gerald Ashby.
3. Redraw all cemetery maps, including existing City cemeteries, to the same scale and fill in filled graves, using uniform system.
4. Recompile all cemetery records as to person buried and other pertinent information using City system in record books.
5. Design and plan to build new standard arches indicating existing names of cemeteries and showing ownership and control by the City of Grand Junction.
6. Red Stocker to prepare report on operating costs changes necessary by consolidation in terms that can be built into the 1966 budget. This information should also include total amounts of money in perpetual care funds for each cemetery.
7. Ralph Stocker is to provide the City Manager a list of names and addresses of the official contact for each cemetery under consideration, including the Veterans' Cemetery.

The following items were agreed necessary points of agreement to be transmitted in a letter to each cemetery organization as requirements for the proposed consolidation:


REQUIREMENTS FOR OTHER AGENCIES

1. All regulations existing in the City ordinance concerning cemetery operation will apply to all cemeteries (copy of this ordinance should be sent to each organization).
2. All fees to be levied will be standardized according to the recommendations of the 1964 Cemetery Report by Novak. (This calls for fees to be the same as the City structure is at present except that the perpetual care fund portion of the fee would be raised an additional \$10.)

COPY

July 23, 1965

3. All other agencies must provide a "hold harmless" insurance provision protecting the City against any errors which were committed prior to the City's taking over the cemetery.
4. No distinction can be made as to where people will be buried according to race or religion.
5. All perpetual care funds at the present time and outstanding land owned by each cemetery agency will be turned over in full to the City for future cemetery usage.
6. All outstanding and payable accounts must be settled by each agency before turning them over to the City. No outstanding debts can remain to the individual agencies.
7. All investments of other agencies must be translated into cash before turning over to the City. Such investments as long-term real estate loans which may exist must be resolved into cash.


JOE M. LACY,
City Manager

JML/hm

COPY

CEMETERY CONSOLIDATION

List of equipment

Memo of Agrmt - Masonic

Resol - Calvary IOOF &

Masonic part of Mun

Cem

7-23-65 Consolidation

meeting