

VET56LLP

DDoc/1572

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (QUIT-CLAIM) AND CORRECTIONS

NAME OF AGENCY OR CONTRACTOR: UNITED STATES VETERANS AFFAIRS ADMINISTRATION,
V.A. HOSPITAL

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LAND TO BE USED AS PART
OF LINCOLN PARK FOR RECREATIONAL PURPOSES, COPY OF RESOLUTION, CORRECTION TO
DEED DATED JULY 25, 1974, MAP OF HOSPITAL AREA, SALES AGREEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1956, 1973, 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CORRECTION OF DEED

THIS INDENTURE, made this 25th day of July 1974, between the United States of America, hereinafter referred to as the Government, acting by and through the Administrator of Veterans Affairs, and the City of Grand Junction, Colorado, hereinafter referred to as the Grantee;

WITNESSETH

State Documentary Fee
Date AUG 28 1974
\$ <i>exempt</i>

WHEREAS, by Public Law 579, 84th Congress, approved June 13, 1956, the Administrator of Veterans Affairs was authorized and directed to convey to the City of Grand Junction, Colorado a tract of land containing 16.72 acres of land, more or less, situated at the Veterans Administration Hospital at Grand Junction, the exact legal description of which was to be determined by the Administrator of Veterans Affairs; and

WHEREAS, by Quitclaim Deed dated November 19, 1956, and recorded on January 30, 1957 in the Office of the County Clerk, Mesa County, Colorado, in Book 702 of Deeds at page 246, certain real property containing 16.72 acres, more or less, and more particularly described therein, was conveyed by the Government in accordance with and pursuant to said Public Law 579, approved June 13, 1956, to the Grantee for park and recreational purposes and subject also to certain other restrictions, reservations, and conditions, contained therein; and

WHEREAS, the Government and Grantee do hereby agree that it would be mutually advantageous and desirable to redefine the tract of land heretofore conveyed so as to substantially conform to and run along an existing fence intended as the common boundary line,

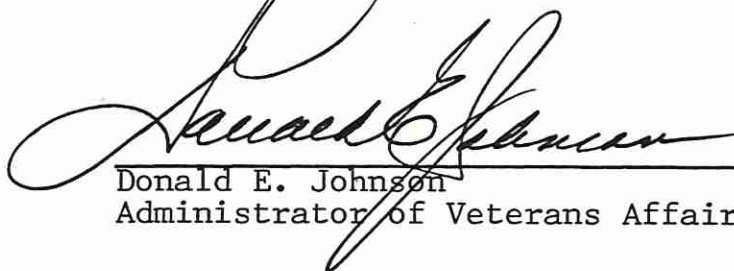
NOW THEREFORE, the tract of land containing 16.72 acres, more or less, heretofore conveyed by said Quitclaim Deed dated November 19, 1956, is hereby redefined and described as follows:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, Township 1 South, Range 1 West, Ute Principal Meridian, from which the North $\frac{1}{4}$ corner of said Section 13 bears North 00°04'30"E., 823.60 feet; thence South 81°53'30" East, 486.20 feet; thence North 58°33'00" East, 957.00 feet; thence South 00°02'30" West, 46.36 feet; thence South 89°55'30" East, 29.10 feet; thence South 00°02'30" West, 882.00 feet; thence North 89°53'30" West, 1,328.57 feet; thence North 00°04'30" West, 497.30 feet to the point of beginning, containing 16.72 acres, more or less.

All other restrictions, reservations and conditions contained in said Quitclaim Deed dated November 19, 1956 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

UNITED STATES OF AMERICA

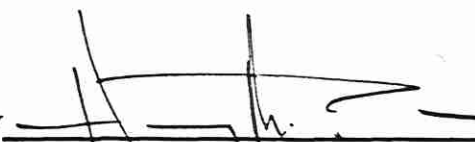

 Donald E. Johnson
 Administrator of Veterans Affairs

In presence of:


 B. J. CAMPBELL

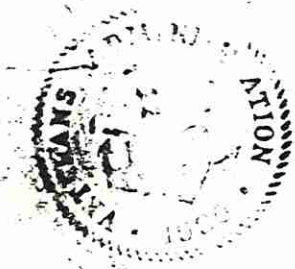

 F. E. SAUNDERS

CITY OF GRAND JUNCTION

by 
 Harvey M. Rose, City Manager

In presence of:


 Neva B. Lockhart, City Clerk



CITY OF WASHINGTON)
DISTRICT OF COLUMBIA)

ON THIS 25th day of July, 1974,
before me a Notary Public in and for said District of Columbia,
personally appeared Donald E. Johnson to me well known and known by
me to be Administrator of Veterans Affairs, whose name is subscribed
to the within instrument and acknowledged that he executed the same
as a voluntary act and deed of the United States of America, within
the scope of his lawful authority.



Ruth Jane McDonald
Notary Public
District of Columbia

My Commission Expires:
_____ 77

1075030

R E S O L U T I O N

WHEREAS, THE UNITED STATES OF AMERICA acting through the Administrator of Veterans Affairs has requested that legal description of land conveyed by the Administrator of Veterans Affairs by Quit Claim Deed dated November 19, 1956 and recorded on January 30, 1957 in the Office of the County Clerk, Mesa County, Colorado, in Book 702 of Deeds at Page 246 be redefined so as to substantially conform to and run along an existing fence intended as the common boundary line and described as follows:

Beginning at a point on the west line of the Northwest quarter Northeast quarter, Section 13, Township 1 South, Range 1 West, Ute Principal Meridian, from which the North quarter corner of said Section 13 bears North 00°04'30" East, 823.60 feet; thence South 81°53'30" East, 486.20 feet; thence North 58°33'00" East, 957.00 feet; thence South 00°02'30" West, 46.36 feet; thence South 89°55'30" East, 29.10 feet; thence South 00°02'30" West, 882.00 feet; thence North 89°53'30" West, 1,328.57 feet; thence North 00°04'30" West, 497.30 feet to the point of beginning, containing 16.72 acres, more or less.

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

That the City Manager be, and he hereby is, authorized to sign correction deed presented by the Administrator of Veterans Affairs.

PASSED and ADOPTED this 21st day of August, 1974.



Lawrence S. Hays

President of the Council

Wanda Lockhart

City Clerk

R E S O L U T I O N

WHEREAS, THE UNITED STATES OF AMERICA acting through the Administrator of Veterans Affairs has requested an exchange of land between the UNITED STATES and the CITY OF GRAND JUNCTION to effect a boundary change between lands owned by the entities; and

WHEREAS, such exchange of land would not be detrimental to the citizens of the City of Grand Junction and would aid the Veterans' Administration in its proposed construction, the land not being held or used for park or governmental purposes;


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

That the City Manager be, and he hereby is, authorized to convey to the United States of America, as the act of the City, the land situated in Mesa County, Colorado, and described as:

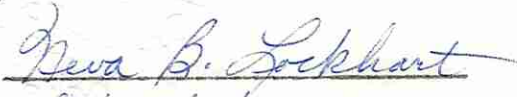
Beginning at a point whence North Quarter Corner Section 13 Township 1 South, Range 1 West bears North $36^{\circ} 14'$ West 1015.3 feet; thence running North $58^{\circ} 33'$ East a distance of 722.2 feet; thence running North $89^{\circ} 55' 30''$ West a distance of 149.4 feet; thence running South $51^{\circ} 04' 30''$ West 600.0 feet to Point of Beginning,

such deed to be delivered upon receipt of a deed from the United States conveying to the City of Grand Junction the land necessary to effect the boundary changes.

PASSED and ADOPTED this 16th day of January, 1974.


President of the Council

ATTEST:



City Clerk

R E S O L U T I O N

WHEREAS, THE UNITED STATES OF AMERICA acting through the Administrator of Veterans Affairs has requested an exchange of land between the UNITED STATES and the CITY OF GRAND JUNCTION to effect a boundary change between lands owned by the entities; and

WHEREAS, such exchange of land would not be detrimental to the citizens of the City of Grand Junction and would aid the Veterans' Administration in its proposed construction, the land not being held or used for park or governmental purposes;


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

That the City Manager be, and he hereby is, authorized to convey to the United States of America, as the act of the City, the land situated in Mesa County, Colorado, and described as:

N. 36° 14' W
Beginning at a point whence North Quarter Corner Section 13 Township 1 South, Range 1 West bears North 53° 46' West 1015.3 feet; thence running North 58° 33' East a distance 722.2 feet; thence running North 89° 55' 30" West a distance of 149.4 feet; thence running South 51° 04' 30" West 600.0 feet to Point of Beginning,

such deed to be delivered upon receipt of a deed from the United States conveying to the City of Grand Junction the land necessary to effect the boundary changes.

PASSED and ADOPTED this 18th day of July, 1973.



President of the Council

ATTEST:



City Clerk

QUITCLAIM DEED

BOOK 702 PAGE 246

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, hereinafter referred to as the Government, acting by and through the Administrator of Veterans Affairs, under and pursuant to Public Law 579, 84th Congress, 2d Session, approved by the President June 13, 1956, does hereby remise, release and forever quitclaim unto the City of Grand Junction, Colorado, hereinafter referred to as the Grantee, the following described property situate in Mesa County, State of Colorado, subject to all easements, rights-of-way, and encumbrances of record:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North $\frac{1}{4}$ corner of said Section 13 bears North 00° 04' 30" E a distance of 900 feet; thence South 89° 55' 30" E 500 feet; thence North 51° 04' 30" E 730 feet; thence S 89° 55' 30" E 260 feet; thence South 00° 02' 30" W 882 feet; thence North 89° 53' 30" W 1328.57 feet; *1326.8 chained* thence North 00° 04' 30" E 420.90 feet to point of beginning, containing 16.72 acres, more or less.

TO HAVE AND TO HOLD the foregoing described property, with all the privileges and appurtenances thereto belonging to the said Grantee, its successors and assigns, forever, provided, however, that this deed is made and accepted subject to the following restrictions, reservations, and conditions:

1. The Government retains the lake located upon said premises, which is more particularly described as follows, to wit:

Beginning at a point which bears South 15° 15' West 747 feet from the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 1 South, Range 1 West, Ute Meridian; thence South 56° 45' West 700 feet; thence South 40° 25' East 40 feet; thence South 63° 05' East 100 feet; thence South 78° 30' East 317 feet; thence North 26° 56' East 160 feet; thence North 49° 14' East 165 feet; thence North 27° 58' East 115 feet; thence North 00° 25' West 60 feet; thence North 39° 29' West 143.6 feet to the point of beginning, containing 3.9 acres, more or less,

together with all water and ditch rights belonging thereto, together with the right to enter upon said lands to install, maintain, repair and replace ditches and water lines to said lake and water lines from said lake to the property retained by the Government, and together with the right of reasonable access to such lake by the patients at the Veterans Administration Hospital located on adjoining lands being retained by the Government.


2. The patients at such Veterans Administration Hospital shall have the free use of the Grantee's golf course located on the lands herein conveyed and adjacent lands under such reasonable regulations as the Grantee shall prescribe, so long as such golf course is under the control and jurisdiction of the Grantee.


3. All mineral and oil rights in the lands herein conveyed to remain the property of the Government.

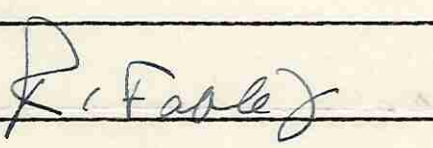
4. The land herein conveyed shall be used for park and recreational purposes, and if it shall ever cease to be used for such park and recreational purposes, the title to such property shall revert to the United States, provided that the hospital being presently administered and operated on the tract of land of which the land herein conveyed is a part is still used as a veterans' hospital, and in event of a use other than that for park and recreational purposes, the United States shall have immediate right-of-entry thereon; provided, however, that all right, title, and interest of the United States in and to the tract of land herein conveyed shall become vested in the City of Grand Junction, Colorado, effective (a) upon the expiration of the fifty-year period commencing June 13, 1956; or (b) upon the date the hospital referred to herein ceases to be operated as a veterans' hospital, whichever is the earlier.

IN WITNESS WHEREOF, this instrument has been executed this 19th day of NOVEMBER, 1956, in the presence of:




H. V. HIGLEY
Administrator of Veterans Affairs


Witness: 

Witness: 

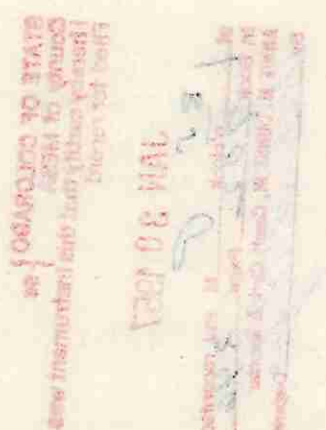
CITY OF WASHINGTON)
) SS
DISTRICT OF COLUMBIA)

On this 19th day of NOVEMBER, 1956, before me a Notary Public in and for said District of Columbia, personally appeared H. V. Higley, Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.




Notary Public
District of Columbia

My Commission Expires:
Sept. 14, 1960



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, hereinafter referred to as the Government, acting by and through the Administrator of Veterans Affairs, under and pursuant to Public Law 579, 84th Congress, 2nd Session, approved by the President June 13, 1956, does hereby remise, release and forever quitclaim unto the City of Grand Junction, Colorado, hereinafter referred to as the Grantee, the following described property situate in Mesa County, State of Colorado, subject to all easements, rights-of-way, and encumbrances of record:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North $\frac{1}{4}$ corner of said Section 13 bears North 00 $^{\circ}$ 04'30" E a distance of 900.00 feet; thence South 89 $^{\circ}$ 55'30" E 500.00 feet; thence North 51 $^{\circ}$ 04'30" E 730.00 feet; thence S 89 $^{\circ}$ 55'30" E 260.00 feet; thence South 00 $^{\circ}$ 02'30" W 882.00 feet; thence North 89 $^{\circ}$ 53'30" W 1328.57 feet; thence North 00 $^{\circ}$ 04'30" E 420.90 feet to point of beginning, containing 16.72 acres, more or less.

TO HAVE AND TO HOLD the foregoing described property, with all the privileges and appurtenances thereto belonging to the said Grantee, its successors and assigns, forever, provided, however, that this deed is made and accepted subject to the following restrictions, reservations, and conditions:

1. The Government retains all its water rights in the lake located within the boundaries of the property herein conveyed, with the right to draw water therefrom, together with the right to enter upon said lands to install, maintain, repair, and replace water lines from said lake to the property retained by the Government.
2. The patients in the contiguous Veterans Administration Hospital to enjoy the free use of the lake hereinabove referred to for therapeutic purposes.
3. The patients at the Veterans Administration Hospital to have the free use of the golf course located on adjacent lands so long as such golf course is under the control and jurisdiction of the Grantee or its assigns.
4. All mineral and oil rights in the lands herein conveyed to remain the property of the Government.
5. The land herein conveyed shall be used for park and recreational purposes, and if it shall ever cease to be used for such park and recreational purposes, the title to such property shall revert to

the United States, provided that the hospital being presently administered and operated on the tract of land of which the land herein conveyed is a part is still used as a veterans' hospital, and in event of a use other than that for park and recreational purposes, the United States shall have immediate right-of-entry thereon; provided, however, that all right, title, and interest of the United States in and to the tract of land herein conveyed shall become vested in the City of Grand Junction, Colorado, effective (a) upon the expiration of the fifty-year period commencing June 13, 1956; or (b) upon the date the hospital referred to in herein ceases to be operated as a veterans' hospital, whichever is the earlier.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 1956, in the presence of:

Witness: _____

H. V. HIGLEY
Administrator of Veterans Affairs

Witness: _____

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA) SS

On this _____ day of _____, 1956, before me a Notary Public in and for said District of Columbia, personally appeared H. V. Higley, Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

My Commission Expires:

Notary Public
District of Columbia

Historical Documents leading up to the conveyance of the Veterans Administration property by the VA Hospital to the City for Lincoln Park Golf Course. Also included is the supplemental agreement that addressed the irrigation water.

EXCERPTS FROM MINUTES OF CITY COUNCIL MEETINGS

October 2, 1940

Reports were made by City Manager Brownson, Councilmen Garrison and Carson on the possibility of a veterans hospital being located in Grand Junction. It was moved by Councilman Garrison and seconded by Councilman Carson that the City Manager advise the Chamber of Commerce that the Council is in favor of cooperating to the fullest extent toward the procurement of a veterans hospital. Motion carried.

July 15, 1942

City Manager Brownson made a confidential report concerning the establishment of an army hospital in the City of Grand Junction. He stated that the Army Engineers had made a tentative selection of a site just east of Lincoln Park and including the "Teller 40", which the City has owned for several years. They need 160 acres. Should this be the tract used, it would be highly desirable to acquire right-of-way for 19th Street from Grand Avenue to North Avenue, and he also stated that some consideration should be given concerning the possibility of bringing adjacent areas into the City limits in order to control the development of such areas.

* * * * *

A report from City Attorney Hinman was read in which he gave as his opinion that it would be necessary for the City to call a special election in order to sell the "Teller 40" to the United States Government. It was moved by Councilman Campbell and seconded by Councilman Carson that the report of the City Attorney Hinman be accepted. Motion carried.

* * * * *

12/22/44 - Council Authorized following agreement
Sales AGREEMENT

This agreement, made the 22nd day of December, 1944 between the City of Grand Junction, Colorado, hereinafter called the Vendor, and the United States of America by _____, Administrator of Veterans Affairs, hereinafter called Purchaser, of the other part, WITNESSETH:

1. The Vendor, for and in consideration of the sum of One Dollar (\$1.00), to be paid by the Purchaser upon delivery of the deed and approval of the title by the Attorney General pursuant to the provisions of Section 355 of the Revised Statutes of the United States, (Section 255, Title 40, U. S. Code); and subject to the approval of this agreement by the Federal Board of Hospitalization has agreed to sell to the Purchaser the following described property:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, west of the canal, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado.

2. The Vendor shall promptly deliver to the Purchaser an accurate abstract of title, property survey and such other evidence of title as may be required by the regulations of the Department of Justice, for the use of the Attorney General in reporting upon the validity of the title to the premises to be conveyed to the United States pursuant to the provisions of Section 255, Title 40, U. S. Code, and the Purchaser shall be allowed a reasonable time after delivery of the title papers within which to perform this contract.

3. It is further expressly stipulated and agreed that the Vendor has appointed no third person to solicit or obtain this contract in his behalf or to cause or procure the same to be obtained, or in any way contingent, in whole or in part upon such procurement, and that he has not paid, promised or agreed to pay to any third person, in consideration of this procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount received by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give the Government the right to annul the contract, or in its discretion, to deduct from the contract price the consideration, the amount of such commission, percentage, brokerage, contingent fees. This warranty shall not apply to commissions on sales made by a bona fide commercial representative employed by the Vendors in the regular course of his business.

In Witness Whereof the parties have hereunto subscribed his name as of the date herein first above written.

(Signature: The City of Grand Junction; ratified by the Clerk and City Manager; attest Helen C. Tomlinson, City Clerk.)

* * * * *

And that the City further agreed that if a veterans hospital is constructed on the said property that they would construct an 8-inch cast- water main from the City's distribution system to the hospital site; and that they will construct a combination storm-drain and sewer line from the 15-inch trunk-line sewer on Grand Avenue to the said site; if the 8-inch sewer line, which is now constructed, is not long enough to provide plumbing connections in the hospital buildings.

Roll was called on the motion with the following results: Councilmen voting "aye" - Carson, Harris, Robb, Boston, Treece, Campbell and Whiting. Councilmen voting "no" - None. All of the Councilmen voting "aye", the President declared the motion carried.

* * * * *

December 19, 1945

Mr. Fritz reported that plans for a Veterans Administration Hospital were nearly completed, and that they had requested an 8-inch water main, a 10-inch sanitary sewer and a 12-inch storm drain, (or a 15-inch combined sewer in lieu of the latter two). It was moved by Councilman O'Daniel and seconded by Councilman Hoisington that the City Manager be authorized to proceed with the necessary engineering and studies to provide the required sewer and water facilities to the Veterans Hospital. Motion carried.

February 6, 1946

There are several matters in connection with Veterans Hospital to be straightened out. The U. S. Government has requested that the City convey the "Teller 40" to them without any incumbrances whatsoever. This necessitates the Grand Valley Irrigation Company conveying to the City by quit claim deed all rights to its canal across the property. In order that the Irrigation Company would consider deeding its rights to the City, it is necessary for the City to agree to construct a pipeline along the east and south boundaries of the "Teller 40", large enough to carry 200 Colorado Miners Inches of water. This would cost between \$10,000.00 and \$15,000.00. There was also some discussion as to whether or not the City should participate in the cost of removing the entire Grand Valley Canal from the north part of town and placing it outside the City limits.

The following resolution was presented and read:

RESOLUTION

WHEREAS the City of Grand Junction has heretofore agreed to convey to the United States of America, the hereinafter described lands, subject to the easement of the Grand Valley Irrigation Company for its Mesa County Ditch, which said real estate is not used or held for park purposes or for any governmental purpose;

WHEREAS, the United States of America desires the entire fee simple title to said land free from the right-of-way for the said ditch;

WHEREAS, the City of Grand Junction has made arrangements with the Grand Valley Irrigation Company for a conveyance to the City of said Company's right-of-way for the Mesa County Ditch;

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

The City of Grand Junction shall convey to the United States of America the following described land, to wit:

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 13 in Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado;

and that Herbert D. Fritz, the City Manager, be and he is hereby authorized, empowered and instructed to convey said described real estate to the United States of America and its assigns and to execute and deliver on behalf of the City of Grand Junction the necessary deeds to make such conveyance, and to affix thereto the seal of this City.

It was moved by Councilman Campbell and seconded by Councilman Hoisington that the resolution be passed and adopted as read. Roll was called on the motion with all members of the Council present voting "aye". The President declared the motion carried.

* * * * *

February 9, 1946

The following resolution was presented and read:

RESOLUTION

WHEREAS the City of Grand Junction, Colorado, has heretofore entered into an agreement to convey to the United States of America for use in the operation of a Veterans Hospital the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, west of canal;

WHEREAS the United States of America has refused to accept a conveyance of said property subject to the right-of-way of the Grand Valley Irrigation Company for its Mesa County Ditch;

WHEREAS, the United States of America has agreed to give the Grand Valley Irrigation Company a revocable license to continue the operation of the said Mesa County Ditch in its present location for a period of two years; and has further agreed to give the said Company a license for a right-of-way along the east and south boundaries of the aforesaid tract for the construction and maintenance of a ditch to replace the one in present use;

WHEREAS, the Grand Valley Irrigation Company has long been considering the discontinuance of the use of that portion of the Mesa County Ditch which now runs through the City of Grand Junction and the re-routing thereof by another route which will not run through the City of Grand Junction;

WHEREAS, the discontinuance of the use of said ditch through the City, as well as the acquisition of whatever rights said Ditch Company may have in and to the said right-of-way, would be of value to the City of Grand Junction;

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

That for and in consideration of the execution and delivery of a quit claim deed by the Grand Valley Irrigation

Company to the City of Grand Junction, Colorado, conveying all its right, title and interest in and to the above described tract of land, and more especially the right-of-way for the Mesa County Ditch across the said described tract, to the City of Grand Junction, the City of Grand Junction does hereby agree to pay for the construction of a pipeline, in accordance with the plans and specifications of the Grand Valley Irrigation Company, along the east and south boundaries of the tract, sufficient to carry 200 Colorado Miners Inches of water, if the construction of such pipeline shall be considered necessary by the Grand Valley Irrigation Company;

BE IT FURTHER RESOLVED that for and in consideration of the discontinuance of the use of that part of the said Mesa County Ditch which now runs through the City of Grand Junction and the execution of another quit claim deed by the Grand Valley Irrigation Company to the City of Grand Junction, conveying whatever rights said Ditch Company may have in and to the right-of-way through the City of Grand Junction, the City does hereby agree to pay the Grand Valley Irrigation Company 30% of the cost of construction of a new ditch, but in no event shall this payment exceed the sum of \$10,000.00.

It was moved by Councilman Carson and seconded by Councilman O'Daniel that the resolution be passed and adopted as read. Roll was called on the motion with the following results: Councilmen voting "aye" - Treece, Hoisington, O'Daniel, Boston, Carson and Harris. Councilmen voting "no" - None. All the Councilmen voting "aye", the President declared the motion carried.

December 17, 1947

During 1947 the City of Grand Junction paid the Grand Valley Ditch across the Veterans Hospital site. Relocating this ditch cost the Grand Valley Irrigation Company approximately \$99,000.00, \$10,000.00 of which was reimbursed by the City. The City is now under contract to make and relocate a ditch and pipeline to supply Lateral No. 85. The Grand Valley Irrigation Company could require that the City provide a covered pipeline on the east and south sides of the Veterans Hospital site. It will, however, waive this requirement in favor of the ditch on the same location, provided that the City agrees to maintain this portion of the ditch as long as it is in the . Council discussed whether or not it would be practical to put in this ditch as it might cost considerable for maintenance over a period of many years, but finally agreed that they would further consider it at a later meeting.

March 3, 1948

The committees of the Baseball Committee appeared before the Council regarding the new baseball diamond. City Manager Moore

explained that he has requested that the Veterans Hospital return to the City the unused ground adjoining the Lincoln Park golf course so that the golf course might be changed to allow sufficient ground in the west end of the park for a baseball diamond. President Carson appointed Councilman Martin and City Manager Moore to meet with the Baseball Committee to work out a plan for the diamond in the park if possible. Motion carried.

SALES AGREEMENT

This agreement made the 22nd day of December, 19 44,
between The City of Grand Junction, Colorado,
hereinafter called the vendor of the one part, and the United States of America by Frank T. Hines,
Administrator of Veterans' Affairs, hereinafter called the purchaser, of the other part:

WITNESSETH:

1. The vendor, for and in consideration of the sum of One Dollar
(\$1.00) to be paid by the purchaser on delivery of the deed and approval of the title by
the Attorney General pursuant to the provisions of Section 355 of Revised Statutes of the United
States, (Sec. 255, Title 40, U. S. Code); and subject to the approval of this agreement by the Federal
Board of Hospitalization, has agreed to sell to the purchaser the following described property:

**The North-west Quarter (NW 1/4) of the North-east Quarter
(NE 1/4) of Section 13, (less the canal) Township 1,
South, Range 1, West, Ute Meridian, Mesa County, Colorado**

2. The vendor shall promptly deliver to the purchaser an accurate abstract of title, property
survey and such other evidence of title as may be required by the regulations of the Department of
Justice, for the use of the Attorney General in reporting upon the validity of the title to the
lands to be conveyed to the United States pursuant to the provisions of Section 255, Title 40, United
States Code, and the purchaser shall be allowed a reasonable time after delivery of the title papers
within which to perform this contract.

3. It is further expressly stipulated and agreed that the vendor has employed no third person
to solicit or obtain this contract in his behalf or to cause or procure the same to be obtained upon
compensation in any way contingent, in whole or in part, upon such procurement and that he has not
paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in
compensation for services in connection therewith, any brokerage, commission, or percentage upon the
amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by
him included any sum by reason of any such brokerage, commission, or percentage; and that all moneys
payable to him hereunder are free from obligation to any other person for services rendered, or sup-
posed to have been rendered, in the procurement of this contract. Breach of this warranty shall give
the Government the right to annul the contract, or in its discretion, to deduct from the contract
price or consideration the amount of such commission, percentage, brokerage, or contingent fees.
This warranty shall not apply to commissions on sales made by a bona fide commercial representative
employed by the vendor in the regular course of his business.

IN WITNESS WHEREOF, the party has hereunto subscribed his name as of the date herein first above
written.

ATTEST:

Helen C. Foulness
City Clerk

The City of Grand Junction, Colo 88
L.S.
By Bruce Brownson L.S.
City Manager

Administrator, Veterans' Affairs

It was moved by Councilman Carson and seconded by Councilman Treece that the City Manager be authorized and instructed to enter into the following sales agreement on behalf of the City:

SALES AGREEMENT

This agreement made the 22nd day of December, 1944, between The City of Grand Junction, Colorado, hereinafter called the vendor of the one part, and the United States of America by Frank T. Hines, Administrator of Veterans' Affairs, hereinafter called the purchaser, of the other part:

WITNESSETH:

1. The vendor, for and in consideration of the sum of One Dollar (\$1.00) to be paid by the purchaser on delivery of the deed and approval of the title by the Attorney General pursuant to the provisions of Section 355 of Revised Statutes of the United States (Sec. 255, Title 40, U. S. Code) and subject to the approval of this agreement by the Federal Board of Hospitalization, has agreed to sell to the purchaser the following described property:

The North-west Quarter (NW 1/4) of the North-east Quarter (NE 1/4) of Section 13, (Less the canal) Township 1, South, Range 1 West, Ute Meridian, Mesa County, Colorado.

2. The vendor shall promptly deliver to the purchaser an accurate abstract of title, property survey and such other evidence of title as may be required by the regulations of the Department of Justice, for the use of the Attorney General in reporting upon the validity of the title to the lands to be conveyed to the United States pursuant to the provisions of Section 255, Title 40, United States Code, and the purchaser shall be allowed a reasonable time after delivery of the title papers within which to perform this contract.

3. It is further expressly stipulated and agreed that the vendor has employed no third person to solicit or obtain this contract in his behalf or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give the Government the right to annul the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions on sales made by a bona fide commercial representative employed by the vendor in the regular course of his business.

IN WITNESS WHEREOF, the party has hereunto subscribed his name as of the date herein first above written.

ATTEST:

Helen C. Tomlinson
City Clerk

The City of Grand Junction, Colo.L.S.

By Bruce Brownson
City Manager

Administrator, Veterans' Affairs

2A-38-8 BELLEVUE 40681-1

Handwritten notes and scribbles in the top left corner.

Handwritten initials or mark in the top right corner.

And that the City Further agrees that if a Veterans' Hospital is constructed on the said property that they will construct an eight-inch cast iron pipe water main from the City distribution system to the Hospital Site; and that they will construct a combination storm and sanitary sewer line from the fifteen-inch trunk line sewer on Grand Avenue to the said site, if the existing eight-inch sewer line which is now constructed, is not low enough to provide plumbing connections in the Hospital building.

Roll was called on the motion with the following result: Councilmen voting AYE - Carson, Harris, Robb, Boston, Treece, Campbell and Hoisington. Councilmen voting NO - None. All of the Councilmen voting AYE, the President declared the motion carried.

F. D. / Lawrence
President of the Council

ATTEST:

Helen C. Tomlinson
City Clerk

I HEREBY CERTIFY that the foregoing is a true and correct copy of a motion made by the City Council of the City of Grand Junction, Colorado, at a special meeting of said body held on the 22nd day of December, A. D. 1944,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City, this 22nd day of December, A. D. 1944.

City Clerk

LEASE BETWEEN UNITED STATES OF AMERICA

AND

CITY OF GRAND JUNCTION, COLORADO

1. THIS LEASE made and entered into this thirtieth day of September, 1948 by and between the UNITED STATES OF AMERICA represented by the Veterans Administration hereinafter referred to as the Government, acting under authority of Section 29 of World War Veterans Act, as amended, Title 38

USCA Section 455, and City of Grand Junction, Colorado whose address is City Hall, Grand Junction, Colorado, for itself, its heirs, executors, administrators, successors and assigns hereinafter referred to as the Lessee;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned do covenant and agree as follows:

2. The Government hereby leases to the Lessee the following described premises to wit: An area of unimproved land located on the Veterans Administration Hospital Reservation, Grand Junction, Colorado, as follows:

Beginning at a point on the west line of the NW 1/4 NE 1/4 Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North 1/4 corner of said Section 13 bears N00°04'30"E a distance of 900.00 feet; thence S89°55'30"E 500.00 feet; thence N51°04'30"E 730.00 feet; thence S89°55'30"E 260.89 feet; thence S00°02'30"W 882.00 feet; thence N89°53'30"W 1328.57 feet; thence N00°04'30"E 420.90 feet to point of beginning, containing 16.72 acres, more or less, of land in Mesa County, Colorado,

to be used exclusively for the following purpose (sto install and maintain a golf course over and across the above-described property.

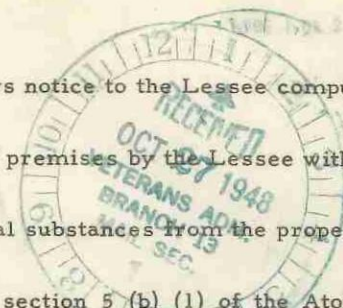
3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning the 1st day of October, 1948 and ending the 30th day of September, 1951.

4. The Lessee shall pay the Government for the premises rent at the following rate: \$.00 per year. Payment to be made to Agent Cashier, VA Hospital, Grand Junction, Colorado, each year in advance.

5. Lessee shall not assign this Lease and shall not sublet the demised premises without the prior written consent of the Government.

6. The Government shall furnish to the Lessee during the occupancy of said premises under the terms of this lease as a part of the rental consideration the following:

Nothing.



7. This Lease shall be terminable by the Government upon 90 days notice to the Lessee computed from date of mailing.

8. No alterations shall be made or improvements installed in the demised premises by the Lessee without the prior written consent of the Government.

9. The Lessee shall conduct no mining operations nor remove any mineral substances from the property, herein leased.

10. All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

11. The Lessee shall maintain the said premises and personal property, if any demised herein, in good repair and upon expiration or cancellation hereof, Lessee shall, at the election of the Government, upon 30 days written notice, computed from the date of mailing, remove its property therefrom and restore the premises to the condition existing at the time of entry hereunder, reasonable wear and tear and damage over which the Lessee has no control excepted. A joint inspection report showing conditions as of the effective date hereof is attached hereto as Schedule "A" and made a part hereof. If any personal property is demised herein a descriptive condition inventory as of the effective date hereof is attached hereto as Schedule "B" and made a part hereof.

12. If the said premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial damage or destruction, so as to render the premises untenable, Lessee may terminate this Lease in its entirety by serving written notice upon the Government within 30 days or in part by supplemental agreement hereto if approved by the Government.

13. This Lease is further subject to the following provisions and conditions: **as provided in the statement attached hereto and made a part hereof.**

Faint, mostly illegible text, likely bleed-through from the reverse side of the page.

UNITED STATES OF AMERICA
AND
LEASE BETWEEN UNITED STATES OF AMERICA

14. The Lessee shall indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from this Lease or in any matter whatsoever relating thereto.

15. The Lessee warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to increase the rental consideration reserved herein by the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessees upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

BY: Alden B. Wurtsbaugh
ALDEN B. WURTSBAUGH
Chief, Real Estate Division

Title

~~CITY OF GRAND JUNCTION, COLORADO~~
(Name of Lessee)

Helen C. Tomlinson
Witness (Attest)

Grand Junction Colo
Address

BY: [Signature] (SEAL)

City Manager
Title

(If Lessee is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Helen C. Tomlinson, certify that I am the City Clerk Secretary of the Municipality Corporation named as Lessee in the attached Lease; that J. J. Moore who signed said Lease on behalf of the Lessee, was then City Manager of said Municipality corporation; that said Lease was duly signed for and in behalf of said Municipality corporation by authority of its governing body, and is within the scope of its Municipal corporate powers.

Helen C. Tomlinson (CORPORATE SEAL)
Signature - Title City Clerk



ADDENDUM

a. Use and occupancy of the premises shall be without cost or expense to the Government; and shall be under the general supervision and subject to the approval of the Manager, Veterans Administration Hospital, Grand Junction, Colorado, and shall be subject to such further rules and regulations as he may from time to time prescribe.

b. All construction, maintenance, repair, and operation performed hereunder shall be in strict conformity with all laws and regulations thereunto pertaining.

c. The Government shall not be liable or responsible in any manner whatsoever to the Licensee, its successors or assigns, for any damages of any nature whatsoever arising from the cancellation of this lease.

d. It is further agreed that any and all patients who are hospitalized at the Veterans Administration Hospital, Grand Junction, Colorado, shall be entitled to play golf on the course maintained by the city without payment of fee.

e. The Lessee will properly landscape and maintain the premises and will provide the necessary irrigation water or city water to irrigate the fairways, greens, and shrubbery.

f. The Lessee will maintain a constant flow of water through the artificial lake which is being constructed on the land described above and will also plant and maintain fish life in the artificial lake for mosquito control.



RECEIVED

OCT 9 1948

CHIEF

REAL ESTATE DIVISION



VETERANS ADMINISTRATION
HOSPITAL
Grand Junction, Colorado

October 21, 1948

"Schedule A"
Lease No. V2013SR-6

TO: Chief, Real Estate and
Supply Division
VA Branch Office 13
P. O. Box 1260
Denver, Colorado

SUBJ: Proposed Lease Between United States of America and the City of
Grand Junction, Colorado

1. Reference is made to the third paragraph of your letter of October 1, 1948, regarding subject matter.
2. Inspection of the property described in attached lease has been made by Mr. T. I. Moore, Manager, City of Grand Junction, together with Mr. L. B. Munn, Engineering Officer, Veterans Administration Hospital, 5201.
3. There are no structures of any description on the land of the proposed lease. Land has been leveled, and there are no trees or shrubbery of any value on the property. There is, however, a newly excavated pond within the area, with a general depth of 5 feet, for the retention of irrigation water to supplement irrigation water to be used on and about lands owned by the Veterans Administration, on which is situated the above-mentioned hospital.

/s/ T. I. Moore
T. I. MOORE, Manager
City of Grand Junction

/s/ L. B. Munn
L. B. MUNN
Engineering Officer

CERTIFIED TRUE & CORRECT COPY

Dadina M. Miller
Signature
Clerk
Title



VETERANS ADMINISTRATION
HOSPITAL
Grand Junction, Colorado.

November 3, 1948

YOUR FILE REFERENCE:

IN REPLY REFER TO: 201EP11B

City of Grand Junction,
Colorado.

Gentlemen:

Forwarded herewith for your files is copy of Lease between United States of America and City of Grand Junction, Colorado, covering the use of a portion of the hospital reservation by the City of Grand Junction for installation of a golf course.

Very truly yours,

R. E. ABBEY,
Supply Officer.

Enc.





VETERANS ADMINISTRATION
HOSPITAL
Grand Junction, Colorado

July 3, 1950

YOUR FILE REFERENCE:

IN REPLY REFER TO: 201HPM

Mr. W. D. Toyne
City Manager
Grand Junction, Colorado

Dear Mr. Toyne:

Reference is made to our conversation of last week concerning the proposed acquisition of irrigation water from a pond located on Government-owned land adjacent to the hospital site and currently under lease to the City of Grand Junction. As requested by you, this letter is being submitted as a formal request for consideration of this proposal.

There are enclosed the original and three copies of a proposed supplemental agreement to Lease Contract No. V2013SR-6 by and between the City of Grand Junction and the Government. If the supplement is satisfactory to you, it would be appreciated if you will sign all four copies, returning them to me. One copy will be returned to your office after completion by a designated representative of the Government.

The Veterans Administration is planning the installation of an underground sprinkler system throughout the approximate 20 acres presently occupied by the VA Hospital. We propose to purchase 30 shares in the Grand Valley Irrigation Company, whose ditch runs adjacent to the hospital property and which ditch is now supplying water to the above mentioned pond. Sufficient shares have been tentatively promised us to provide the 30 shares we feel necessary for irrigation purposes on the lands to be watered. It is our plan to divert irrigation water into the pond and pump the water from the pond into the underground sprinkler system. The proposed pump house and tie-in to the lake is shown on the sketch attached to the proposed supplemental agreement. Withdrawal of the water from the pond will approximate the inflow of the water from the irrigation ditch.

I should be happy to discuss with you any questions you may have in connection with the proposed supplemental agreement. May I have your decision on this matter in the near future so we may proceed with other plans in connection with this project?

Yours very truly,


JOHN V. THERRELL, JR.
Manager

Encl.

An inquiry by or concerning an ex-service man or woman should, if possible, give veteran's name and file number, whether C, K, N, or V. If such file number is unknown, service or serial number should be given.

SUPPLEMENTAL AGREEMENT

Lease No. V2013SR-6

THIS SUPPLEMENT AGREEMENT made and entered into this 24th day of July nineteen hundred and Fifty by and between City of Grand Junction whose address is City Hall, Grand Junction, Colorado hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

Whereas the parties hereto have heretofore entered into a certain lease dated September 13, 1948, whereby the Lessor leased to the Government the following described premises:

An area of unimproved land located on the Veterans Administration Hospital Reservation, Grand Junction, Colorado, as follows:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North $\frac{1}{4}$ corner of said Section 13 bears N 00° 04' 30" E a distance of 900.00 feet; thence S 89° 55' 30" E 500.00 feet; thence N 51° 04' 30" E 730.00 feet; thence S 89° 55' 30" E 260.89 feet; thence S 00° 02' 30" W 882.00 feet; thence N 89° 53' 30" W 1328.57 feet; thence N 00° 04' 30" E 420.90 feet to point of beginning, containing 16.72 acres, more or less, of land in Mesa County, Colorado.

WHEREAS it is desired to amend said lease to provide reserve to the Government the right to construct, maintain, and repair an irrigation pipe line from a pond situate on the above-described land to the lands occupied by the Veterans Administration Hospital, Grand Junction, Colorado, lying contiguous to the land hereinabove-described.

NOW, THEREFORE, the parties hereto do hereby amend said lease effective July 24, 1953 in the following respects:

To amend paragraph 2 thereof by deleting the "period" closing the sentence and substituting in lieu thereof a "comma" and adding the following words: "Subject to the right of the Government to construct, install, maintain, and repair a pipe line leading from a pond situate on said land in a northwesterly direction to Government-owned lands occupied by the Veterans Administration Hospital, as depicted on the plat attached hereto and made a part hereof."

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall be and remain in full force and effect, as therein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

BY W. D. Joyce
City Manager
Title

UNITED STATES OF AMERICA

BY John V. Marshall, Jr.
manager
Veterans Administration Hospital
Grand Junction, Colorado

I, Helmer C. Jonelund City Clerk certify that I am the City Clerk of the corporation named as Lessor in the attached supplemental agreement; that W. D. Joyce who signed said supplemental agreement on behalf of the Lessor, was then City Manager of said corporation; that said supplemental agreement was duly signed for and in behalf of said Municipality authority of its governing body, and is within the scope of its Municipal corporate powers.

Helmer C. Jonelund (CORPORATE)
(SEAL)

Invitation No. 49-8
Contract V6201P-11
Amendment No. 2
Dated: July 18, 1951
Effective Date: May 2, 1951

Contract No. V6201P-11 between the City of Grand Junction, Colorado, and the Veterans Administration Hospital, Grand Junction, Colorado, covering water and sewer rental services, is amended as follows:

Reference to Grand Junction City Ordinance No. 433, as amended by Ordinances 501, 760 and 775, is deleted and Grand Junction City Ordinance No. 838 is substituted therefor.

Rates for water are changed from those indicated on page one of the contract to those indicated under Rate No. 1 Commercial Rate (within the city limits) under Section 4, Ordinance No. 838.

This amendment being effective May 2, 1951, shall apply to all services under the contract billed on and after June 1, 1951.

THE CITY OF GRAND JUNCTION, COLORADO

By W. D. Toyne
W. D. TOYNE, City Manager

ACCEPTED BY THE VETERANS ADMINISTRATION:

Les N. Nelson
LES N. NELSON, Supply Officer



SUPPLEMENTAL AGREEMENT

Lease No. V2013SR-6-S-1

THIS SUPPLEMENTAL AGREEMENT made and entered into this 21st day of September 1951, by and between the City of Grand Junction, whose address is City Hall, Grand Junction, Colorado, and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

Whereas the parties hereto have heretofore entered into a certain lease dated September 30, 1948, whereby the Government leased to the Lessee the following described premises:

An area of unimproved land located on the Veterans Administration Hospital Reservation, Grand Junction, Colorado, as follows: Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North $\frac{1}{4}$ corner of said Section 13 bears N 00°04'30" E a distance of 900.00 feet; thence S 89°55'30" E 500.00 feet; thence N 51°04'30" E 730.00 feet; thence S 89°55'30" E 260.89 feet; thence S 00°02'30" W 882.00 feet; thence N 89°53'30" W 1328.57 feet; thence N 00°04'30" E 420.90 feet to point of beginning, containing 16.72 acres, more or less of land in Mesa County, Colorado.

Whereas it is desired to amend said lease to provide for continued occupancy by the Lessee for an additional three years.

NOW, THEREFORE the parties hereto do hereby amend said lease effective October 1, 1951, in the following respects:

Delete Paragraph 3 of said lease and insert in lieu thereof:

"3. to have and to hold the said premises with their appurtenances for the term beginning the 1st day of October 51 and ending the 30th day of September 1954."

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall be and remain in full force and effect, as therein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

BY W.D. Joyce
CITY OF GRAND JUNCTION, COLORADO
City Manager
Title

BY UNITED STATES OF AMERICA

BY J. E. Harris
J. E. HARRIS
Acting Director, Real Estate Service



VETERANS ADMINISTRATION
HOSPITAL
GRAND JUNCTION, COLORADO

October 1, 1951

YOUR FILE REFERENCE:

IN REPLY REFER TO: 5201-11B

City Manager
City of Grand Junction, Colorado
City Hall
Grand Junction, Colorado


SUBJ: Renewal of Lease V2013SR-6 covering portion of V.A. Hospital
reservation used by City of Grand Junction for golf course

Dear Sir:

It is agreeable with the Veterans Administration that subject lease be extended for a period of three years. If this extension is satisfactory to you please execute enclosed supplemental agreement to the lease contract. You are requested to return original and two copies of the executed supplemental agreement to this office, retaining a copy for your file.

Your earliest possible action on this matter will be appreciated. In the event you desire to make a joint inspection of the property covered by the lease we will arrange for Mr. Munn, our Engineering Officer, to accompany you or your representative.

Very truly yours,


LEO N. NELSON
Supply Officer

Encl: Sup. Agree. (Quad.)



An inquiry by or concerning an ex-service man or woman should, if possible, give veteran's name and file number, whether C, XC, K, N, V, or H. If such file number is unknown, service or serial number should be given.

LEASE BETWEEN UNITED STATES OF AMERICA

AND

CITY OF GRAND JUNCTION, COLORADO

1. THIS LEASE made and entered into this thirtieth day of September, 1954, by and between the UNITED STATES OF AMERICA represented by the Veterans Administration, hereinafter referred to as the Government, acting under authority of Section 29 of World War Veterans Act, as amended, Title 38 USCA Section 455, and City of Grand Junction, Colorado, whose address is City Hall, Grand Junction, Colorado, for itself, its heirs, executors, administrators, successors, and assigns hereinafter referred to as the Lessee;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned do covenant and agree as follows:

2. The Government hereby leases to the Lessee the following-described premises to wit: An area of unimproved land located on the Veterans Administration Hospital Reservation, Grand Junction, Colorado, as follows:

Beginning at a point on the west line of the NW 1/4 NE 1/4 Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North 1/4 corner of said Section 13 bears N00°04'30"E a distance of 900.00 feet; thence S89°55'30"E 500.00 feet; thence N51°04'30"E 730.00 feet; thence S89°55'30"E 260.89 feet; thence S00°02'30"W 882.00 feet; thence N89°53'30"W 1328.57 feet; thence N00°04'30"E 420.90 feet to point of beginning, containing 16.72 acres, more or less, of land in Mesa County, Colorado, subject to the right of the Government to construct, install, maintain, and repair a pump house and pipe line leading from the pond situated on said land in a northwesterly direction to Government-owned lands occupied by the Veterans Administration Hospital.

to be used exclusively for the following purpose(s): to maintain a golf course over and across the above-described property.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning the 1st day of October, 1954, and ending the 30th day of September, 1957.

4. The Lessee shall pay the Government for the premises rent at the following rate:

\$ 1.00 per year Payment to be made to Agent Cashier, Finance Division, Veterans Administration Hospital, Grand Junction, Colorado, each year in advance.

5. Lessee shall not assign this Lease and shall not sublet the demised premises without the prior written consent of the Government.

6. The Government shall furnish to the Lessee during the occupancy of said premises under the terms of this lease as a part of the rental consideration the following:

Nothing

7. This Lease shall be terminable by the Government upon 90 days' notice to the Lessee computed from date of mailing.

8. No alterations shall be made or improvements installed in the demised premises by the Lessee without the prior written consent of the Government.

9. The Lessee shall conduct no mining operations nor remove any mineral substances from the property, herein leased.

10. All uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

11. The Lessee shall maintain the said premises and personal property, if any demised herein, in good repair and upon expiration or cancellation hereof, Lessee shall, at the election of the Government, upon 30 days' written notice, computed from the date of mailing, remove its property therefrom and restore the premises to the condition existing at the time of entry hereunder, reasonable wear and tear and damage over which the Lessee has no control excepted. A joint inspection report showing conditions as of the effective date hereof is attached hereto as schedule "A" and made a part hereof. If any personal property is demised herein, a descriptive condition inventory as of the effective date hereof is attached hereto as schedule "B" and made a part hereof.

12. If the said premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial damage or destruction, so as to render the premises untenable, Lessee may terminate this Lease in its entirety by serving written notice upon the Government within 30 days or in part by supplemental agreement hereto if approved by the Government.

13. This Lease is further subject to the following provisions and conditions: **as provided in the statement attached hereto and made a part hereof.**

AND
LEASE BETWEEN UNITED STATES OF AMERICA

14. The Lessee shall indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from this Lease or in any matter whatsoever relating thereto.

15. The Lessee warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to increase the rental consideration reserved herein by the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessees upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By John V. Therrell, Jr.
JOHN V. THERRELL, JR.
Manager
Veterans Administration Hospital
Grand Junction, Colorado

CITY OF GRAND JUNCTION
(Name of Lessee)

Helen C. Tomlinson
(Witness—Attest)

By W.D. Toyne [SEAL]
City Manager
(Title)

Grand Junction Colo.
(Address)

(If Lessee is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Helen C. Tomlinson, certify that I am the City Clerk ~~Secretary~~ of the ~~Corporation~~ Municipality named as Lessee in the attached Lease; that W. D. Toyne ~~Municipal~~ City Manager who signed said Lease on behalf of the Lessee, was then City Manager of said ~~corporation~~ Municipality; that said Lease was duly signed for and in behalf of said ~~corporation~~ Municipality by authority of its governing body, and is within the scope of its ~~corporate~~ Municipal powers.

Helen C. Tomlinson [CORPORATE SEAL]
(Signature—Title)
City Clerk

ADDENDUM

- a. Use and occupancy of the premises shall be without cost or expense to the Government; and shall be under the general supervision and subject to the approval of the Manager, Veterans Administration Hospital, Grand Junction, Colorado, and shall be subject to such further rules and regulations as he may from time to time prescribe.
- b. All construction, maintenance, repair, and operation performed hereunder shall be in strict conformity with all laws and regulations thereunto pertaining.
- c. The Government shall not be liable or responsible in any manner whatsoever to the Licensee, its successors or assigns, for any damages of any nature whatsoever arising from the cancellation of this lease.
- d. It is further agreed that any and all patients who are hospitalized at the Veterans Administration Hospital, Grand Junction, Colorado, shall be entitled to play golf on the course maintained by the city without payment of fee.
- e. The Lessee will properly landscape and maintain the premises and will provide the necessary irrigation water or city water to irrigate the fairways, greens, and shrubbery.
- f. The Lessee will maintain a constant flow of water through the artificial lake which is constructed on the land described above and will also plant and maintain fish life in the artificial lake for mosquito control.



VETERANS ADMINISTRATION
HOSPITAL
GRAND JUNCTION, COLORADO

September 15, 1954

YOUR FILE REFERENCE:

IN REPLY REFER TO: 5201-11B

City Manager
City of Grand Junction
City Hall
Grand Junction, Colorado

Subject: Renewal of lease V5201-SR-65 covering portion of V.A. Hospital reservation used by City of Grand Junction for golf course.

Dear Sir:

It is agreeable with the Veterans Administration that subject lease be extended for a period of three years. If this extension is satisfactory to you please execute enclosed lease contract. You are requested to return original and two copies of the lease contract to this office retaining a copy for your file.

Your earliest attention in regards to this matter will be appreciated. Should you desire to make a joint inspection of the property covered by the lease, we will arrange for Mr. Mulcahy our Engineering Officer to accompany you or your representative.

Very truly yours,

W. S. LEE
Supply Officer

LEASE BETWEEN UNITED STATES OF AMERICA AND

CITY OF GRAND JUNCTION, COLORADO

1. THIS LEASE made and entered into this 11th day of October, 1954, by and between the UNITED STATES OF AMERICA represented by the Veterans Administration, hereinafter referred to as the Government, acting under authority of Section 29 of World War Veterans Act, as amended, Title 38 USCA Section 455, and City of Grand Junction, Colorado, whose address is City Hall, Grand Junction, Colorado, for itself, its heirs, executors, administrators, successors, and assigns hereinafter referred to as the Lessee;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned do covenant and agree as follows:

2. The Government hereby leases to the Lessee the following-described premises to wit: An area of unimproved land located on the Veterans Administration Hospital Reservation, Grand Junction, Colorado, as follows:

Beginning at a point on the west line of the NW 1/4 NE 1/4 Section 13, Township 1 South, Range 1 West, Ute Meridian, from which the North 1/4 corner of said Section 13 bears N00°04'30"E a distance of 900.00 feet; thence S89°55'30"E 500.00 feet; thence N51°04'30"E 730.00 feet; thence S89°55'30"E 260.89 feet; thence S00°02'30"W 882.00 feet; thence N89°53'30"W 1328.57 feet; thence N00°04'30"E 420.90 feet to point of beginning, containing 16.72 acres, more or less, of land in Mesa County, Colorado, subject to the right of the Government to construct, install, maintain, and repair a pump house and pipe line leading from the pond situated on said land in a northwesterly direction to Government-owned lands occupied by the Veterans Administration Hospital.

to be used exclusively for the following purpose(s): to install and maintain a golf course over and across the above-described property.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning the 1st day of October, 1954, and ending the 30th day of September, 1957.

4. The Lessee shall pay the Government for the premises rent at the following rate: \$ 1.00 per year. Payment to be made to Agent Cashier, VA Hospital, Grand Junction, Colorado each year in advance.

5. Lessee shall not assign this Lease and shall not sublet the demised premises without the prior written consent of the Government.

6. The Government shall furnish to the Lessee during the occupancy of said premises under the terms of this lease as a part of the rental consideration the following:

Nothing.

7. This Lease shall be terminable by the Government upon _____ 90 _____ days' notice to the Lessee computed from date of mailing.

8. No alterations shall be made or improvements installed in the demised premises by the Lessee without the prior written consent of the Government.

9. The Lessee shall conduct no mining operations nor remove any mineral substances from the property, herein leased.

10. All uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

11. The Lessee shall maintain the said premises and personal property, if any demised herein, in good repair and upon expiration or cancellation hereof, Lessee shall, at the election of the Government, upon _____ 30 _____ days' written notice, computed from the date of mailing, remove its property therefrom and restore the premises to the condition existing at the time of entry hereunder, reasonable wear and tear and damage over which the Lessee has no control excepted. A joint inspection report showing conditions as of the effective date hereof is attached hereto as schedule "A" and made a part hereof. If any personal property is demised herein, a descriptive condition inventory as of the effective date hereof is attached hereto as schedule "B" and made a part hereof.

12. If the said premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial damage or destruction, so as to render the premises untenable, Lessee may terminate this Lease in its entirety by serving written notice upon the Government within _____ 30 _____ days or in part by supplemental agreement hereto if approved by the Government.

13. This Lease is further subject to the following provisions and conditions: **as provided in the statement attached hereto and made a part hereof.**

14. The Lessee shall be bound by the conditions and restrictions set forth in the schedule attached hereto and made a part hereof.

AND
LEASE BETWEEN UNITED STATES OF AMERICA

14. The Lessee shall indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from this Lease or in any matter whatsoever relating thereto.

15. The Lessee warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to increase the rental consideration reserved herein by the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessees upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By Wm. Z. Bowin
WM. Z. BOWIE
Chief, Real Estate Division
Veterans Administration
(Title)

CITY OF GRAND JUNCTION, COLORADO

W. D. Toyne
(Name of Lessee)
City Manager

Helen C. Tomlinson
(Witness—Attes.)

By _____ [SEAL]

Grand Junction, Colo.
(Address)

(Title)

(If Lessee is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Helen C. Tomlinson, certify that I am the City Clerk Secretary of the Municipality named as Lessee in the attached Lease; that W. D. Toyne who signed said Lease on behalf of the Lessee, was then City Manager of said Municipality; that said Lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
Municipal

Helen C. Tomlinson [CORPORATE SEAL]
(Signature—Title)
City Clerk

ADDENDUM

- a. Use and occupancy of the premises shall be without cost or expense to the Government; and shall be under the general supervision and subject to the approval of the Manager, Veterans Administration Hospital, Grand Junction, Colorado, and shall be subject to such further rules and regulations as he may from time to time prescribe.
- b. All construction, maintenance, repair, and operation performed hereunder shall be in strict conformity with all laws and regulations thereunto pertaining.
- c. The Government shall not be liable or responsible in any manner whatsoever to the Licensee, its successors or assigns, for any damages of any nature whatsoever arising from the cancellation of this lease.
- d. It is further agreed that any and all patients who are hospitalized at the Veterans Administration Hospital, Grand Junction, Colorado, shall be entitled to play golf on the course maintained by the city without payment of fee.
- e. The Lessee will properly landscape and maintain the premises and will provide the necessary irrigation water or city water to irrigate the fairways, greens, and shrubbery.
- f. The Lessee will maintain a constant flow of water through the artificial lake which is being constructed on the land described above and will also plant and maintain fish life in the artificial lake for mosquito control.

RECEIVED
MAY 10 1960
U.S. DEPARTMENT OF
AGRICULTURE
WASHINGTON, D.C.



VETERANS ADMINISTRATION
HOSPITAL
GRAND JUNCTION, COLORADO

*Helen
take
copy
not.*

October 18, 1954

YOUR FILE REFERENCE:

IN REPLY REFER TO: 5201-11B

Mr. W. D. Toyne
City of Grand Junction
City Hall
Grand Junction, Colorado

Dear Mr. Toyne:

Reference is made to our letter of September 15, 1954, regarding the lease for a portion of the VA Hospital reservation to the City of Grand Junction.

Under the existing statutes and regulations it is necessary that the Chief, Real Estate Division, of the Veterans Administration in Washington, D. C., renew the lease rather than this hospital; therefore, you will find enclosed an original and three copies of the proposed lease which has been prepared by our Washington office. If this lease is satisfactory to you, please execute on the behalf of the City of Grand Junction. One copy is to be retained by you, the original and two copies returned to this office.

Should you wish to make a joint inspection of the property covered by the lease, arrangements will be made with you or your designated representative and our Engineer Officer, Mr. Mulcahy, to make this inspection.

Will you please destroy the copy of lease V5201-SR65 which was previously prepared and submitted to you by this hospital.

Very truly yours,

John V. Therrell, Jr.
JOHN V. THERRELL, Jr.
Manager

Encl. - 1

October 26, 1955

Mr. W. D. Toyne
City Manager
Grand Junction, Colorado

Re: Lincoln Park Golf Course

Dear Mr. Toyne:

As you know, Section 48 of the Charter prohibits the sale of any real property used or held for park purposes or governmental purposes in the absence of ratification by tax-paying electors.

Lincoln Park proper (NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, Township 1 South, Range 1 West, U.M.) was acquired by deed from C. W. Shores dated and recorded on January 5, 1918 in Book 216 at Page 567. The 40-acre tract lying between Lincoln Park and the Veterans Administration property (NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13) was acquired by various conveyances between 1926 and 1941, principally in 1926. None of the conveyances, nor anything else that I can find of record, specify the purpose for which the property is to be held.

Obviously, Lincoln Park proper is used for park purposes and is within the Charter prohibition. I am of the opinion that the use of land for a golf course is not a use for park purposes nor for governmental purposes and, therefore, the use of the intervening 40-acre tract for golf course does not in itself prevent the sale thereof by the City Council. However, it is a question of fact whether there are other uses of the intervening 40-acre tract under the category of park purposes or whether, in addition to the golf use, it is held in connection with Lincoln Park proper or the development thereof. This conceivably could prevent a sale in the absence of an election. To give an intelligent opinion as to the factual situation, a rather careful study of the City records and Council minutes would be required.

Respectfully submitted,

JKG:s

James K. Groves

COPY

MUNITIONS BUILDING

NOV 10 1955

5201-11A

11CA

Mr. Abe A. Bolotin
Manager
VA Hospital
Grand Junction, Colorado

Dear Mr. Bolotin:

Your letter of July 1, 1955, in regard to the lands comprising the reservation has been referred to this office by the Department of Medicine and Surgery.

It is the opinion of this office that consideration should be given to disposing of the 16.72 acre parcel of land now under lease to the City at a nominal rental, provided necessary arrangements can be made for the VA to retain the rights and benefits currently enjoyed. In the absence of special legislation, VA has no authority to reconvey the property to the City. The property could be conveyed to the City for park or recreational purposes for one-half of its market value, pursuant to the provisions of the Federal Property and Administrative Services Act of 1949, as amended, provided the property is not required for other Governmental activities and is declared surplus by General Services Administration.

It will be appreciated if discussion is had with City officials to determine whether they would be interested in taking action to obtain title to the property and VA retaining its present rights and privileges in it. Your comments and recommendations after conferring with the City officials would be appreciated.

Very truly yours,

WM. Z. BOWIE
Chief, Real Estate Division
Office of Asst. Administrator
for Construction

GROVES, HYDE, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
WILLIAM H. HYDE
DONALD J. DUFFORD
WARREN L. TURNER

November 26, 1955

Mr. Herbert M. Wright
President of the City Council
936 North Avenue
Grand Junction, Colorado

Dear Mr. Wright:

Mr. A. A. Bolotin, Manager of the Veterans Administration Hospital, contacted me about a week ago, stating that certain of his superiors in Washington were urging the sale of the south 16.72 acres of the hospital tract. While Mr. Bolotin cannot be quoted, he is not in agreement with this sort of plan and has been objecting within his own organization. He has received a letter from Washington which, while rather firm for the proposal, suggests that he may inquire and advise as to the sentiment locally which might be encountered.

After conferring with the City Manager and with the cooperation of Mrs. Tomlinson, I have gone through the City records and prepared the enclosed, proposed letter to Mr. Bolotin, which he can forward to Washington.

It would seem that publicity concerning the matter at this time would not do any good and might result in considerable harm. Neither the City Manager nor I wish to send the letter except upon the informal approval of the City Council and other copies of it are being transmitted to the other members of the Council. Mr. Toyne and I will appreciate advise, informally, as to the reaction of each Councilman to this letter.

Sincerely yours,

JKG:s
Enc.

James K. Groves

cc - Other Members of the Council
City Manager

November 28, 1955

Mr. Helen C. Tomlinson
City Clerk
City of Grand Junction
Grand Junction, Colorado

Dear Mrs. Tomlinson:

I am returning herewith the papers you loaned
me recently relating to the golf course lease from the
United States.

Yours very truly,

JKG:s
Enc.

James K. Groves

COPY

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

November 30, 1955

Mr. A. A. Bolotin
Manager
Veterans Administration Hospital
Grand Junction, Colorado

Dear Mr. Bolotin:

This is an informal response to our recent informal conference in which you advised that the Veterans Administration has under consideration the sale of 16.72 acres of the 40-acre tract in the City of Grand Junction owned by the United States and occupied by your fine hospital facilities. The tract proposed to be sold is that now under lease to the City of Grand Junction and, together with about 50 acres of other land owned by the City, is used by it for a municipal golf course. You advised that, in the absence of special Congressional action, the United States is without authority to convey this tract to the City for less than one-half its appraised value paid as consideration.

Notwithstanding the great pride and appreciation of this City in and for the Veterans Administration Hospital, there is no question but what the disposition of this tract by the Veterans Administration, other than by gratuitous conveyance to the City, would be most unfavorably regarded by the City's officials and the public generally. After reading the records of the City relating to this matter for the period commencing on October 2, 1940 to date, discussing it with present and former City councilmen and administrative officials, and calling upon my own recollection, I am of the personal opinion that such disposition would be a breach of trust and of faith.

Approximately 37 years ago the City acquired and developed a 40-acre tract, which is our Lincoln Park. Subsequently it acquired the 80 acres lying immediately adjacent on the east and in connection with Lincoln Park established a municipal golf course thereon.

Mr. A. A. Bolotin
November 30, 1955
Page 2

On October 2, 1940 it was reported to the City Council that there was a possibility of the establishment of a Veterans Hospital here and at that time the Council pledged its cooperation to the fullest extent in the matter. On July 15, 1942 the City Manager reported to the Council that the Government had made a tentative selection of the present site of the Hospital and, if it were to be constructed, the Government would require that all of the east 40 acres of such 80-acre tract be conveyed to the United States. Pursuant to this requirement on December 22, 1944 the City Council approved an agreement between the City and the United States whereby the City agreed with the Administrator of Veterans Affairs to convey the entire 40-acre tract for a consideration of \$1.00. During the ensuing year and at the request of the Veterans Administration, the City expended many thousands of dollars in the construction of large water main and sewer facilities for this property. On February 6, 1946 it was brought to the attention of the Council that the United States had advised the City that, in order to be in compliance with law, the conveyance of the property must be without restriction or incumbrance. At that time it was also presented to the Council that the Veterans Administration required that a canal which traversed the 16.72-acre tract now under consideration be entirely removed from the property. It is apparent that at that time, as well as all other times, it was the intent of both the representatives of the United States and the City that the 40-acre tract be devoted exclusively to Veterans Administration and Municipal purposes. At a cost of \$10,000.00 to the City, and an additional \$89,000.00 to the irrigation company involved, the canal was removed from the premises. Other effects of this removal have cost the City many additional thousands of dollars. Under the intent above mentioned and in compliance with the requirements of the United States, the City conveyed the entire 40-acre tract to the United States.

By March 3, 1948 it appeared that the Veterans Administration did not require the 16.72-acre tract and that, pursuant to the intent of the parties, the United States was willing that it continue to be used by the City for municipal purposes, and particularly for a golf course. Later in 1948 this arrangement was perfected by lease from the United States to the City, which lease has been renewed from time to time at a rental of \$1.00 per year.

Mr. A. A. Bolotin
November 30, 1955
Page 3

The golf course is a 9-hole course, which cannot be compressed into a lesser area. There is no adjacent, unimproved land which could be substituted for the 16.72-acre tract. Disposition of this tract would mean that the City would be obliged to purchase it or discontinue its golf course. Since this land was acquired by the City, it has appreciated many, many times in value. Any purchase by the City for one-half of any realistic appraisal would involve a very substantial sum.

Not too long ago an individual appeared before the City Council and asked that it give consideration to the sale of a substantial portion of the golf course and the establishment of a larger golf course at another location. This suggestion provoked quite a public outcry against the sale of this property for the reason that it is regarded as a part of Lincoln Park. I have no right or authority to predict the action of the City Council but will make the personal observation that I believe that, if the issue were raised formally, public sentiment would be so forceful and predominant for the retention of this land for park purposes that the Council would not make disposition of it. Further, and this is purely a personal expression, it is doubted that the City Council will be interested in constructing a new golf course at another location for many years.

Irrespective of what may be the law involved, it is clear that the intent and equity of this situation was and is such that the Hospital 40-acre tract was conveyed to the United States for use by it for hospital purposes and, if less than that amount of land were required for these hospital facilities, the remainder would be held by it for municipal purposes. To have this land sold to the public, or to force the City to buy back that which it had given, would cause a violent and justified reaction by our citizenry and officials that there had been a breach of trust.

If disposition of this tract is to be made, it is hoped that some arrangement can be effected whereby the City can acquire it for a nominal consideration. I do not know the solution that can be effected, but make two suggestions for whatever they may be worth.

1. The United States might bring an action to quiet the title to its property. The City would appear in

Mr. A. A. Bolotin
November 30, 1955
Page 4

the action with the contention that the hospital 40-acre tract had been held by it for park purposes and, therefore, the conveyance to the United States was void under Section 48 of the City Charter which reads as follows:

"SALE OF REAL ESTATE. The Council shall have the following powers: (a) to sell and dispose of water works, ditches, gas works, electric light works, or other public utilities, public buildings, real property used or held for park purposes or any other real estate used or held for any governmental purposes, providing, however, that before any sale thereof shall be made the question of such sale and the terms and consideration thereof shall be submitted to and ratified by a majority vote of the qualified electors of the city who shall have paid a property tax therein during the preceding calendar year, and the vote thereon shall be by ballot deposited in a separate ballot box at a regular municipal election or at a special election called and held in the manner provided for by law; and (b) by ordinance or resolution to sell and dispose of and to lease any other real estate owned by the municipality, upon such terms and conditions as such city council may determine at a regular or special meeting; and deeds of conveyance duly executed and acknowledged by the proper officers of the city and purporting to have been made in pursuance of these provisions shall be deemed prima facie evidence of due compliance with all the requirements hereof.

The conveyance to the United States was made in the absence of any election concerning the matter. Then a compromise of the action would be effected by the conveyance of the 16.72-acre tract to the City and a decree quieting the title to the remainder in the Government.

2. With consent of the parties, a court of competent jurisdiction in an appropriate proceeding might declare that the 16.72-acre tract was held in trust by the United States for the use of the City.

In studying this matter I have not been unmindful of, and am in agreement with, the principal that this is a government of laws and not of men. I have attempted here simply to point out that any government, national, state or local, should seek and do equity. As you know, there has

Mr. A. A. Bolotin
November 30, 1955
Page 5

been an exceptionally fine cooperation between the Veterans Administration and the City of Grand Junction and I am thoroughly convinced that this will continue. It is hoped that with this spirit a mutually agreeable solution of this problem can be found.

Sincerely yours,

James K. Groves
City Attorney

JKG:s

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

December 5, 1955

Mr. A. A. Bolotin
Manager
Veterans Administration Hospital
Grand Junction, Colorado

Dear Mr. Bolotin:

This is an informal response to our recent informal conference in which you advised that the Veterans Administration has under consideration the sale of 16.72 acres of the 40-acre tract in the City of Grand Junction owned by the United States and occupied by your fine hospital facilities. The tract proposed to be sold to the City is that now under lease to the City of Grand Junction and, together with about 50 acres of other land owned by the City, is used by it for a municipal golf course. You advised that, in the absence of special Congressional action, the United States is without authority to convey this tract to the City for less than one-half its appraised value paid as consideration.

Notwithstanding the great pride and appreciation of this City in and for the Veterans Administration Hospital, there is no question but what the disposition of this tract by the Veterans Administration, other than by conveyance to the City for a nominal consideration, would be most unfavorably regarded by the City's officials and the public generally. After reading the records of the City relating to this matter for the period commencing on October 2, 1940 to date, discussing it with present and former City councilmen and administrative officials, and calling upon my own recollection, I am of the personal opinion that such disposition would be a breach of trust and of faith.

Approximately 37 years ago the City acquired and developed a 40-acre tract, which is our Lincoln Park. Subsequently it acquired the 80 acres lying immediately adjacent on the east and in connection with Lincoln Park established a municipal golf course thereon. There is some evidence that this tract was acquired by the City for park purposes, which element is quite material as hereinafter appears.

Mr. A. A. Bolotin
December 5, 1955
Page 2

On October 2, 1940 it was reported to the City Council that there was a possibility of the establishment of a Veterans Hospital here and at that time the Council was asked to pledge, and did pledge, its cooperation in the matter. On July 15, 1942 the City Manager reported to the Council that the Government had made a tentative selection of the present site of the Hospital and, if it were to be constructed, the Government would require that all of the east 40 acres of such 80-acre tract be conveyed to the United States. It appears that the City raised some question as to whether the United States required the entire 40-acre tract but was advised by the Government that it did need the entire acreage. Pursuant to this requirement on December 22, 1944 the City Council approved an agreement between the City and the United States whereby the City agreed with the Administrator of Veterans Affairs to convey the entire 40-acre tract for a consideration of \$1.00. After the contract was signed and apparently for the first time the Veterans Administration required that the City spend many thousands of dollars in the construction of large water main and sewer facilities for this property, and it so did. On February 6, 1946 it was brought to the attention of the City Council for the first time that the United States had advised the City that, in order to be in compliance with law, the conveyance of the property must be without restriction or incumbrance. At that time it was also presented to the Council that the Veterans Administration required that a canal which traversed the 16.72-acre tract now under consideration be entirely removed from the property. It is apparent that at that time, as well as all other times, it was the intent of both the representatives of the United States and the City that the 40-acre tract be devoted exclusively to Veterans Administration and Municipal purposes. At a cost of \$10,000.00 to the City, and an additional \$89,000.00 to the irrigation company involved, the canal was removed from the premises. Other effects of this removal have cost the City many additional thousands of dollars. Under the intent above mentioned and in compliance with the requirements of the United States, the City, in compliance with its contract and requirements subsequently made, conveyed the entire 40-acre tract to the United States.

By March 3, 1948 it appeared that the Veterans Administration did not require the 16.72-acre tract and that, pursuant to the intent of the parties, the United States was willing that it continue to be used by the City for municipal purposes, and particularly for a golf course. Later in 1948

Mr. A. A. Bolotin
December 5, 1955
Page 3

this arrangement was perfected by lease from the United States to the City, which lease has been renewed from time to time at a rental of \$1.00 per year. In about 1949 the City bore most of the expense of construction of a lake upon this tract. We understand that the Government has not had any particular expense in the maintenance of this lake, the stocking thereof being handled by the Colorado State Game and Fish Department. The City has borne the entire expense of construction, maintenance and operation of the golf course (with respect to which it has expended very substantial sums in addition to any golf fees received), has permitted the patients of the Veterans Hospital to use these facilities without charge or restriction (and is glad to do so because there is a therapeutic value involved), and the Government has been at no expense with reference to these facilities.

The golf course is a 9-hole course, which cannot be compressed into a lesser area. There is no adjacent, unimproved land which could be substituted for the 16.72-acre tract. Disposition of this tract would mean that the City would be obliged to purchase it or discontinue its golf course. Since this land was acquired by the City, it has appreciated many, many times in value. Any purchase by the City for one-half of any realistic appraisal would involve a very substantial sum.

It is doubted that the City would be interested in, or be in position to, construct a new golf course at any other location in the foreseeable future.

Irrespective of what may be the law involved, it is clear that the intent and equity of this situation was and is such that the Hospital 40-acre tract was conveyed to the United States for use by it for hospital purposes and, if less than that amount of land were required for these hospital purposes, the remainder would be held by it for municipal purposes. To suggest that the City buy back that which it had given would cause a violent and justified reaction by our citizenry and officials that there had been a breach of trust.

I do not know the solution that can be effected, but make two suggestions for whatever they may be worth.

1. The United States might bring an action to quiet the title to its property. The City would appear in

Mr. A. A. Bolotin
December 5, 1955
Page 4

the action with the contention that the hospital 40-acre tract had been held by it for park purposes and, therefore, the conveyance to the United States was void under Section 48 of the City Charter which reads as follows:

"SALE OF REAL ESTATE. The Council shall have the following powers: (a) to sell and dispose of water works, ditches, gas works, electric light works, or other public utilities, public buildings, real property used or held for park purposes or any other real estate used or held for any governmental purposes, providing, however, that before any sale thereof shall be made the question of such sale and the terms and consideration thereof shall be submitted to and ratified by a majority vote of the qualified electors of the city who shall have paid a property tax therein during the preceding calendar year, and the vote thereon shall be by ballot deposited in a separate ballot box at a regular municipal election or at a special election called and held in the manner provided for by law; and (b) by ordinance or resolution to sell and dispose of and to lease any other real estate owned by the municipality, upon such terms and conditions as such city council may determine at a regular or special meeting; and deeds of conveyance duly executed and acknowledged by the proper officers of the city and purporting to have been made in pursuance of these provisions shall be deemed prima facie evidence of due compliance with all the requirements hereof."

The conveyance to the United States was made in the absence of any election concerning the matter. Then a compromise of the action would be effected by the conveyance of the 16.72-acre tract to the City and a decree quieting the title to the remainder in the Government.

2. With consent of the parties, a court of competent jurisdiction in an appropriate proceeding might declare that the 16.72-acre tract was held in trust by the United States for the use of the City.

You have inquired as to whether City officials would be interested in taking action to obtain title to the property with the Veterans Administration retaining its present rights and privileges in it. It is assumed that you mean that the hospital patients would have the privilege of using the lake and golf course facilities. I have discussed this matter particularly with every member of the City Council and the City Manager and told them that it was

Mr. A. A. Bolotin
December 5, 1955
Page 5

assumed that the inquiry was predicated upon a purchase by the City for valuable consideration. Since the City has strong feelings concerning the premise, the City officials state that there appears to be little reason to speculate concerning this inquiry. Two observations might be made, however, in this regard. It is the thought of the present City officials that Veterans Administration patients should have the use of these facilities so long as those facilities are maintained by the City. Considering that the City is a government, just as is the United States, it seems rather anomalous that when the United States insisted that it receive the entire tract without any kind of restriction that it should expect any legal restriction to be placed upon the title upon transfer to the donor-government.

I might add that each of the seven Councilmen in this City and the City Manager have a full measure of appreciation for the benefits which your facilities afford to our region, but that, if anyone of them had written this letter, it undoubtedly would have been much stronger in its expression of vigorous disapproval of the thought that municipal or any other funds should be paid to the United States to regain this property.

In studying this matter I have not been unmindful of, and am in agreement with, the principal that this is a government of laws and not of men. I have attempted here simply to point out that any government, national, state or local, should seek and do equity. As you know, there has been an exceptionally fine cooperation between the Veterans Administration and the City of Grand Junction and I am thoroughly convinced that this will continue. It is hoped that with this spirit a mutually agreeable solution of this problem can be found.

Sincerely yours,

James K. Groves
City Attorney

JKG:s

cc - City Manager

and calling upon my own recollection, I am of the personal opinion that such disposition would be a breach of trust and of faith.

Approximately ³⁷~~35~~ years ago the City acquired and developed a 40-acre tract, which is our Lincoln Park. Subsequently it acquired the 80 acres lying immediately adjacent on the east and in connection with Lincoln Park established a municipal golf course thereon.

On October 2, 1940 it was reported to the City Council that there was a possibility of the establishment of a Veterans Hospital here and at that time the council pledged its cooperation to the fullest extent in the matter. On July 15, 1942 the City Manager reported to the Council that the Government had made a tentative selection of the present site of the Hospital and, if it were to be constructed, the Government would require that all of the ~~40~~ east 40 acres of such 80-acre tract be conveyed to the United States. Pursuant to this requirement on December 22, 1944 the City Council approved an agreement between the City and the United States whereby the City agreed with the Administrator of Veterans Affairs to convey the entire 40-acre tract for a consideration of \$1.00. During the ensuing year and at the request of the Veterans Administration, the City expended many thousands of dollars in the construction of large water main and sewer facilities for

Mr. A. A. Bolotin
Page 3

this property. On February 6, 1946 it was brought to the attention of the Council that the United States had ~~xxxxxx~~ advised the City that, in order to be in compliance with law, the conveyance of the property must be without restriction or incumbrance. At that time it was also presented to the Council that the Veterans Administration required that a canal which traversed the 16.72-acre tract now under consideration be entirely removed from the property. It is apparent that ^{that} at ~~this~~ time, as well as all other times, it was the intent of both the representatives of the United States and the City that the 40-acre tract be devoted exclusively to Veterans Administration and Municipal purposes. At a cost of \$10,000.00 to the City, and an addition ^{al} \$89,000.00 to the irrigation company involved, the canal was removed from the premises. Other effects of this removal have cost the City many additional thousands of dollars. Under the intent above mentioned and in compliance with the requirements of the United States, the City conveyed the entire 40-acre tract to the United States.

By March 3, 1948 it appeared that the Veterans Administration did not require the 16.72-acre tract and that, pursuant to the intent of the parties, the United States was willing that it continue to be used by the City for municipal purposes, and particularly for a golf course. Later in 1948 this arrangement was perfected by lease from the United States to the City, which lease has been renewed from time to time

at a rental of \$1.00 per year.

The golf course is a ⁹⁻9-hole course, which cannot be compressed into a lesser area. There is no adjacent, unimproved land which could be substituted for the 16.72-acre tract. Disposition of this tract would mean that the City would be obliged to purchase it or discontinue its golf course. Since this land was acquired by the City, it has appreciated many, many times in value. Any purchase by the City for one-half of any realistic appraisal would involve a very substantial sum.

Not too long ago an individual appeared before the City Council and asked that it give consideration to the sale of a substantial portion of the golf course and the establishment of a larger golf course at another location. This suggestion provoked quite a public outcry against the sale of this property for the reason that it is regarded as a part of Lincoln Park. I have no right or authority to predict the action of the City Council but will make the personal observation that I believe that, if the issue were raised formally, public sentiment would be so forceful and predominant for the retention of this land for park purposes that the Council would not make disposition of it. Further, and this is purely a personal expression, it is doubted that the City Council will be interested in constructing a new golf course at another location for many years.

Irrespective of what may be the law involved, it is clear that the intent and equity of this situation was and is such that the Hospital 40-acre tract was conveyed to the United States for use by it for hospital purposes and, if less than that amount of land were required for these hospital facilities, the remainder would be held by it for municipal purposes. To have this land sold to the public, or to force the City to buy back that which it had given, would cause a violent and justified reaction by our citizenry and official s that there had been a breach of trust.

If disposition of this tract is to be made, it is hoped that some arrangement can be affected whereby the City can acquire ^{it} for a nominal consideration. I do not know the solution that can be effected, but make two suggestions for whatever they may be worth.

1. The United States might bring an action to quiet the title to its property. The City would appear in the action with the contention that the hospital 40-acre tract had been held by it for park purposes and, therefore, the conveyance to the United States was void under Section 48 of the City Charter which reads as follows:

"SALE OF REAL ESTATE. The council shall have the following powers: (a) to sell and dispose of water works, ditches, gas works, electric light works, or other public utilities, public buildings, real property used or held for park purposes or any other real estate used

or held for any governmental purposes, providing, however, that before any sale thereof shall be made the question of such sale and the terms and consideration thereof shall be submitted to and ratified by a majority vote of the qualified electors of the city who shall have paid a property tax therein during the preceding calendar year, and the vote thereon shall be by ballot deposited in a separate ballot box at a regular municipal election or at a special election called and held in the manner provided for by law; and (b) by ordinance or resolution to sell and dispose of and to lease any other real estate owned by the municipality, upon such terms and conditions as such city council may determine at a regular or special meeting; and deeds of conveyance duly executed and acknowledged by the proper officers of the city and purporting to have been made in pursuance of these provisions shall be deemed prima facie evidence of due compliance with all the requirements hereof.

The conveyance to the United States was made in the absence of any election concerning the matter. Then a compromise of the action would be effected by the conveyance of the 16.72-acre tract to the City and a decree quieting the title to the remainder in the Government.

2. With consent of the parties, a court of competent jurisdiction in an appropriate proceeding might declare that

Mr. A. A. Bolotin
XXXXXX Page 7

the 16.72-acre tract was held in trust by the United States for the use of the City.

In studying this matter I have not been unmindful of, and am in agreement with, the principal that this is a government of laws and not of men. I have attempted here simply to point out that any government, national, state or local, should seek and do equity. As you know, there has been an exceptionally fine cooperation between the Veterans Administration and the City of Grand Junction and I am thoroughly convinced that this will continue. It is hoped that with this spirit a mutually agreeable solution of this problem can be found.

Sincerely yours,

James K. Groves
City Attorney

JKG:s

~~⊗~~
2/3/56

Letter to Wayne Arpsinall

Wm Z. Bowie,

Chief Real Est. Div.

Office of Asst Administrator
for construction

Vets Admin.

Munition Bldg.

Mr. Wright and Mr. Toyne:

This letter has been substituted for my letter of
November 30th. Mr. Bolotin is returning the first draft
to me.

J.K.G.

COPY

February 24, 1956

*City -
Boat course*

Mr. Herbert M. Wright
Mr. W. D. Toyne
Mr. John A. Burton
Mr. A. A. Bolotin

Gentlemen:

Enclosed herewith is a copy of a proposed letter to Congressman Aspinall dated February 21, 1956. If you believe that it should be changed in any respect, will you kindly call me.

Sincerely,

JKG:s
Enc.

James K. Groves

COPY

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

February 25, 1956

Hon. Wayne N. Aspinall
Member of Congress
402 Old House Office Building
Washington, D. C.

Dear Congressman Aspinall:

Re:
16.72-Acre Tract of
Veterans Administration
at Grand Junction

This is a request of the City of Grand Junction for appropriate legislation to permit the conveyance of a portion of the Veterans Hospital property here to the City of Grand Junction without substantial consideration. It is believed that you may wish to confer concerning this matter with Mr. Wm. Z. Bowie, Chief, Real Estate Division, Office of Assistant Administrator for Construction, Veterans Administration, who has his office in the Munitions Building in Washington.

Nearly 40 years ago the City acquired and commenced the development of the 40-acre tract which is Lincoln Park. Subsequently, by various purchases, it acquired the two 40-acre tracts lying to the east of Lincoln Park. Thereafter and in 1940 a committee called to the attention of the City Council the possibility of the establishment of a Veterans Hospital here and at that time the Council pledged its cooperation in the matter. Parenthetically, it might be stated that this pledge has cost the City somewhere between \$50,000 and \$100,000, in addition to nearly \$100,000 expended by the Grand Valley Irrigation Company in its removal of the canal which traversed the premises involved. In 1944 for a consideration of \$1.00 the City conveyed to the United States the easternmost 40-acre tract, hereinafter referred to as the Veterans Forty. Prior to this conveyance the City explored the possibilities of conveying a lesser acreage (since there was a doubt in the mind of the Council that the Veterans Administration would require the entire 40-acre tract) and of

Hon. Wayne N. Aspinall
February 25, 1956
Page 2

restricting the use for Veterans Administration Hospital purposes with a reverter back to the City. The City was advised by the Government that construction of the Veterans Administration facility was dependent upon the unrestricted conveyance to the United States of the fee to the entire Veterans Forty, as well as substantial improvement of the property, to be performed at the City's expense. My investigation discloses that the City performed fully and scrupulously every condition and request made by the Government. Incidentally, at all times including the present time the relations between the City and the Veterans Administration have been exceedingly friendly, cooperative and pleasant.

For many years the City has had its municipal golf course upon a portion of Lincoln Park, practically all of the middle 40-acre tract, and the south portion of the Veterans Forty. Since 1948 this south portion of the Veterans Forty, being a 16.72-acre tract, has been leased by the Government to the City for use as a portion of the golf course for a rental of \$1.00 per year. Since the Hospital commenced operation, the City has permitted its patients to use the golf course without fee.

In about 1949 it was concluded by the Veterans Administration and the City that it would be advantageous to have a lake upon this 16.72-acre tract. The lake was constructed, principally at the expense of the City, and has been stocked with fish since its construction by the Colorado State Game and Fish Department. The Veterans Administration has had control of the lake, and its fishing and other facilities have been used by V.A. patients, these having a therapeutic value.

As you know much better than I, apparently there is a present policy by the Government to dispose of government property not used, not needed to be used or not needed in the future for governmental purposes. It seems that the 16.72-acre tract comes within this category and as a result there have been several informal conferences between Mr. Abe A. Bolotin, Manager of the local facility, and officials of the City, as well as correspondence between Mr. Bolotin and Mr. Bowie.

The attitude of the Veterans Administration, which may be informal and unofficial, seems to be as follows:

1. It has no need for the 16.72-acre tract, except the use of the lake and the use by its patients of the entire golf course.

2. It would like to preserve its rights in the lake so long as it wishes to exercise them and to have a continuance of the golf course privileges.

3. On account of its proximity to the Hospital, it would not be best to have the 16.72-acre tract devoted to residential, business or other purposes except golf course, park and other municipal purposes.

4. If legally possible, it would favor the gratuitous conveyance of the 16.72-acre tract to the City under the following conditions and reservations:

a. The lake would be reserved to the United States and the title to the land upon which the lake is situate would pass to the City upon the cessation of use of it for a lake by the Veterans Administration. (I will forward to you within a few days a legal description of the land covered by the lake.)

b. The use of the land would be restricted to municipal purposes, thereby preventing the City from selling any of it for private purposes. While it has not been discussed, it occurs to me that it might be well to have a limitation upon this restriction, such as 50 or 100 years.

c. So far as the City Council may legally do so, it would agree that patients of the Hospital would have the free use of the golf course so long as the golf course were maintained and operated at this location. Several features here have not been discussed: (1) I doubt that the City Council can contract legally for a long term in this particular and involved would be a resolution designed to place a moral obligation upon this and future Councils; (2) probably there should be some rule-making power on the part of the City as to times at which patients might golf and the numbers thereof at any one time; (3) in the light of the foregoing, it is doubted that this properly should be a part of any Congressional Act.

Hon. Wayne N. Aspinall
February 25, 1956
Page 4

The attitude of the present City administration, including the City Council, is as follows:

A. It would accept, and be happy to accept, the title to the 16.72-acre tract subject to the conditions and reservations mentioned in paragraph numbered 4 above.

B. It would regard the sale to others by the Government of this tract as a gross breach of faith on the part of the Government. In this connection, it is believed that no one in the Veterans Administration is proposing such a sale, although no one can predict the attitude of future officials.

C. Under existing law and in the absence of special legislation, the Government has no authority to re-convey the property to the City except upon a consideration of at least one-half of its market value. The market value of this tract is quite substantial. In the light of the history of the situation, the City would regard a requirement of payment of more than a nominal consideration as most inequitable, if not unthinkable.

You may have noticed in the local newspaper a few months ago that an individual (incidentally not resident within the City) made the request to the City Council that it consider the possibility of sale of the middle 40-acre tract and the use of the proceeds for the establishment of the golf course at some other location. The City has taken no action upon this request and, as a matter of fact, it is the attitude of the individual members of the City Council, as well as the City Manager and City Engineer, that the City will continue to operate the golf course at the present location for many years. It is further the attitude of these officials that, even in the event of the moving of the golf course to some other location in the rather distant future, the middle 40 and the 16.72-acre tracts should be retained by the City for municipal, and most probably park, purposes.

The City Council formally has asked me to communicate to you its request that you investigate the possibilities of formulation and passage of special legislation to permit

Hon. Wayne N. Aspinall
February 25, 1956
Page 5

the reconveyance to the City of the 16.72-acre tract along the lines above mentioned, and to sponsor and attempt to obtain the passage of the same.

With the usual kind personal regards, I am

Sincerely,

James K. Groves
City Attorney

JKG:s

cc - Mr. Herbert M. Wright
President of the City Council

Mr. W. D. Toyne
City Manager

Mr. John A. Burton
City Engineer

Mr. William Z. Bowie

Mr. Abe A. Bolotin

WAYNE N. ASPINALL, M. C.

FOURTH DISTRICT
COLORADO

HOME ADDRESS:
PALISADE, COLORADO

SECRETARIES:

HARRIET M. SHERIDAN
CLAUDE J. DESAUTELS
HOWARD E. SCOTT
TOMMY NEAL

Congress of the United States

House of Representatives

Washington, D. C.

February 27, 1956

COMMITTEES:

INTERIOR AND INSULAR AFFAIRS

SUBCOMMITTEES:

IRRIGATION AND RECLAMATION, CHAIRMAN
MINES AND MINING
TERRITORIAL AND INSULAR AFFAIRS
PUBLIC LANDS
INDIAN AFFAIRS

VETERANS' AFFAIRS

SUBCOMMITTEES:

INSURANCE, CHAIRMAN
SPANISH WAR

Mr. James K. Groves
Attorney at Law
Post Office Box 656
Grand Junction, Colorado

IN RE: Possible transfer of 16.72
acres of Veterans Adminis-
tration area to City of
Grand Junction

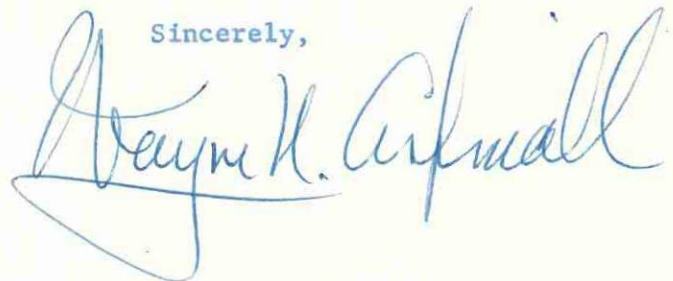
Dear Jim:

Your letter of the 25th was on my desk this morning and inasmuch as the Upper Colorado River legislation is before us for consideration this week, I shall not be able to do much with the matter referred to by your letter until after we get a decision on the Colorado bill. Immediately thereafter I shall contact Mr. William Bowie, Chief, Real Estate Division, Veterans Administration, here in Washington. In the meantime, Jim, I see no reason why you shouldn't show the letter to the Sentinel.

If there is any chance that the Veterans Administration is about to declare this area surplus then the move contemplated by the City is most certainly in order. We take care of such matters here by special bills, and I shall be glad to cooperate in every particular.

I am,

Sincerely,



March 1, 1956

Mr. Preston Walker
General Manager
The Daily Sentinel
Grand Junction, Colorado

Dear Pres:

Enclosed herewith are copies of my letter to Wayne Aspinall of February 25th and his reply of February 27th re the Veterans Hospital. By separate note I told him that I wished to disclose this to you on the record, hence the second sentence of his letter.

This is the only copy I have of the letter of the 25th and will appreciate its return.

Sincerely,

JKG:s
Enc.

James K. Groves

COPY

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

March 9, 1956

Hon. Wayne N. Aspinall
Member of Congress
402 Old House Office Building
Washington, D. C.

Re: Veterans Administration Hospital
Property at Grand Junction

Dear Congressman Aspinall:

This is to supplement my letter of February 25,
1956.

As you know, the property involved is in Mesa County,
Colorado. The description of the 40-acre tract owned by the
United States, and referred to in the letter as the Veterans
Fort, is:

NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, Township 1 South, Range 1
West of the Ute Meridian.

The description of the 16.72-acre tract is:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 13, Township 1 South, Range 1 West, Ute Meri-
dian, from which the North $\frac{1}{4}$ corner of said Section 13
bears N.00°04'30" E a distance of 900.00 feet; thence
S.89°55'30" E 500.00 feet; thence N.51°04'30" E 730.00
feet; thence S.89°55'30" E 260.89 feet; thence
S 00°02'30" W 882.00 feet; thence N 89°53'30" W 1328.57
feet; thence N 00°04'30" E 420.90 feet to point of
beginning, containing 16.72 acres, more or less.

The description of the land covered by the lake is:

Beginning at a point which bears South 15°15' West
747 feet from the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 13, Township 1 South, Range 1 West, Ute
Meridian; thence South 56°45' West 700 feet; thence

Hon. Wayne N. Aspinall
March 9, 1956
Page 2

South 40°25' East 40 feet; thence South 63° 05' East
100 feet; thence South 78° 30' East 317 feet; thence
North 26°56' East 160 feet; thence North 49°14' East
165 feet; thence North 27°58' East 115 feet; thence
North 00° 25' West 60 feet; thence North 39°29' West
143.6 feet to the point of beginning, containing 3.9
acres, more or less.

Sincerely yours,

JKG:s

James K. Groves

cc - City Manager
City Engineer
Mr. Wm. Z. Bowie
Mr. A. A. Bolotin

WAYNE N. ASPINALL, M. C.

FOURTH DISTRICT
COLORADO

HOME ADDRESS:
PALISADE, COLORADO

SECRETARIES:

HARRIET M. SHERIDAN
CLAUDE J. DESAUTELS
HOWARD E. SCOTT
TOMMY NEAL

Congress of the United States
House of Representatives

Washington, D. C.

March 9, 1956

COMMITTEES:

INTERIOR AND INSULAR AFFAIRS
SUBCOMMITTEES:
IRRIGATION AND RECLAMATION, CHAIRMAN
MINES AND MINING
TERRITORIAL AND INSULAR AFFAIRS
PUBLIC LANDS
INDIAN AFFAIRS

VETERANS' AFFAIRS

SUBCOMMITTEES:
INSURANCE, CHAIRMAN
SPANISH WAR

Mr. James K. Groves
Attorney at Law
Post Office Box 656
Grand Junction, Colorado

Dear Jim:

Yesterday I had a conference here in the office with Mr. Bowie and Mr. Rusk representing the Veterans Administration. We discussed at length the possible transfer of the Veterans tract of land to the City of Grand Junction. It would appear that the Veterans Administration here is very desirous of effectuating the transfer as soon as possible. As I understand it, they favor a bill which would give title to the city as long as the city continued to use the area for park and recreational purposes, with the understanding that if the Veterans facility should be discontinued, then the title to the property would be in the city without any reservations. However, if the city should use the property for any other purposes than park or recreation while the Veterans facility is being operated as such, then the title to the property would revert immediately to the federal government. They suggest such language as follows:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, subject to Section 2 of this Act, the Administrator of Veterans' Affairs is authorized and directed to quitclaim to the City of Grand Junction, Colorado, all of the right, title, and interest of the United States in and to a tract of land containing 16.72 acres, more or less, situated in the Veterans Administration hospital reservation in that city, the exact legal description of which shall be determined by the Administrator of Veterans' Affairs.

Sec. 2. The conveyance authorized by this Act (1) shall provide that the tract of land so conveyed shall be used for park and recreational purposes, and if it shall ever

Page 2.

Mr. James K. Groves

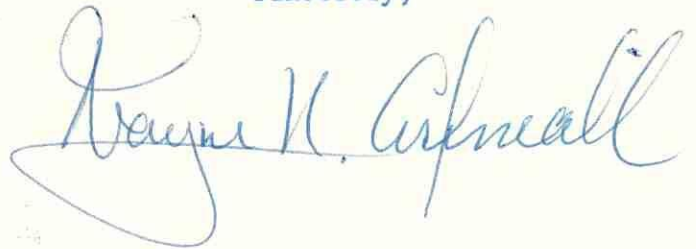
March 9, 1956

cease to be used for such park and recreational purposes, the title to such property shall revert to the United States, provided that the hospital being presently administered and operated on the tract of land of which the said 16.72 acres is a part is still used as a veterans hospital, and in the event of a use other than that for park and recreational purposes, the United States shall have the immediate right of reentry thereon and (2) may contain such additional terms, conditions, reservations, and restrictions as may be determined by the Administrator of Veterans' Affairs to be necessary to protect the interests of the United States.

As I understand it, the second provision makes possible the agreement between the Veterans Administration and the City for the contemplated use by the patients of the lake and golf course facilities. Please let me know the wishes of your Council relative to this matter. If anything is to be done this session we don't have any time to lose. I would suggest that Senator Allott be requested to secure action in the Senate.

With best wishes, I am

Sincerely,

A handwritten signature in blue ink, reading "Wayne K. Coffey". The signature is written in a cursive style with a large, sweeping initial "W" and a long, horizontal flourish at the end.

March 9, 1956

Hon. Wayne N. Aspinall
Member of Congress
402 Old House Office Building
Washington, D. C.

Re: Veterans Administration Hospital
Property at Grand Junction

Dear Congressman Aspinall:

This is to supplement my letter of February 25,
1956.

As you know, the property involved is in Mesa County,
Colorado. The description of the 40-acre tract owned by the
United States, and referred to in the letter as the Veterans
Forty, is:

NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, Township 1 South, Range 1
West of the Ute Meridian.

The description of the 16.72-acre tract is:

Beginning at a point on the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 13, Township 1 South, Range 1 West, Ute Meri-
dian, from which the North $\frac{1}{4}$ corner of said Section 13
bears N.00°04'30" E a distance of 900.00 feet; thence
S.89°55'30" E 500.00 feet; thence N.51°04'30" E 730.00
feet; thence S.89°55'30" E 260.89 feet; thence
S 00°02'30" W 882.00 feet; thence N 89°53'30" W 1328.57
feet; thence N 00°04'30" E 420.90 feet to point of
beginning, containing 16.72 acres, more or less.

The description of the land covered by the lake is:

Beginning at a point which bears South 15°15' West
747 feet from the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 13, Township 1 South, Range 1 West, Ute
Meridian; thence South 56°45' West 700 feet; thence

COPY

Hon. Wayne N. Aspinall
March 9, 1956
Page 2

South 40°25' East 40 feet; thence South 63° 05' East
100 feet; thence South 78° 30' East 317 feet; thence
North 26°56' East 160 feet; thence North 49°14' East
165 feet; thence North 27°58' East 115 feet; thence
North 00° 25' West 60 feet; thence North 39°29' West
143.6 feet to the point of beginning, containing 3.9
acres, more or less.

Sincerely yours,

JKG:s

James K. Groves

cc - City Manager
City Engineer
Mr. Wm. Z. Bowie
Mr. A. A. Bolotin

COPY

GROVES

DESCRIPTION OF LAKE BEHIND VET'S HOSPITAL

Beginning at a point which bears S 15° 15' W
747 feet from the NE corner NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 13,
T1S, R1W Ute Meridian,

th S 56° 45' W 700', th S 40° 25' E 40',
th S 63° 05' E 100', th S 78° 30' E 317',
th N 26° 56' E 160', th N 49° 14' E 165',
th N 27° 58' E 115', th N 00° 25' W 60',
th N 39° 29' W 143.6' to point of beginning,
containing 3.9 acres, more or less.

COPY

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

March 21, 1956

Hon. Wayne N. Aspinall
Member of Congress
402 Old House Office Building
Washington, D. C.

Re: Veterans Administration Property

Dear Wayne:

I greatly appreciate your letter of March 9th. At the time of its arrival I was out of town and since my return have been unsuccessful until now in finding time to direct attention to it.

The City is in the situation of "beggars can't be choosers" and, if the draft of the Act contained in your letter is as far as the Veterans Administration will go, you have our blessing, consent and request to attempt to obtain its passage.

I wonder if you could confer further with Messrs. Bowie and Rusk, possibly over the telephone, as to the following thoughts:

1. The proposed Act contains the restriction of use for "park and recreational purposes". You will observe that in my letter of February 25th I used the term "municipal purposes". Our thought was that, while use of this land that can be foreseen will be for park and recreational purposes, no one can now state what its proper use should be a hundred years from now. It occurred to us that "municipal purposes" would prevent the sale of it and possible resulting use for purposes inimical to the use of the neighboring property for Veterans Hospital purposes.

2. All of us know the difficulties resulting from perpetual restrictions after the passage of many years and consequent vicissitudes. I suppose this is true throughout the United States, and certainly

Hon. Wayne N. Aspinall
March 21, 1956
Page 2

we have experienced it in the city of Colorado Springs and the town of Fruita and other places in Colorado. It would seem wise to me to place a time limit on the restrictions, such as 100 years. This is of somewhat more importance with the restriction being for "park and recreational purposes".

In any event, I hope my delay has not prevented presentation of this matter in the present Congress.

Sincerely yours,

JKG:s

James K. Groves

cc - Hon. Gordon Allott

GROVES, DUFFORD & TURNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 656
GRAND JUNCTION, COLORADO

JAMES K. GROVES
DONALD J. DUFFORD
WARREN L. TURNER
WILLIAM H. NELSON

March 21, 1956

Hon. Gordon Allott
United States Senator
Senate Office Building
Washington, D. C.

Dear Gordon:

Re:
Veterans Administration
Property in Grand Junction

The City of Grand Junction will greatly appreciate any help you are in position to give us with respect to passage of an Act in this Congress permitting the Administrator of Veterans Affairs to convey a 16.72-acre tract to the City, one draft of the Act being contained in Wayne Aspinall's letter to me of March 9th, a copy of which is enclosed herewith.

While I hate to burden you with a long dissertation, the history of this matter is contained in the enclosed copy of my letter to Congressman Aspinall of February 25th. You will observe per copy of letter to him of even date that we have asked him to go ahead with the matter in any event, but if reasonably possible to attempt to obtain a change or two in the wording.

I am hopeful that your office will be able to keep in contact with his office and that you can do ^{some} good in the Senate.

I am With the usual kind regards to you and Welda,

Sincerely,

JKG:S
Enc.

James K. Groves

cc - Hon. Wayne N. Aspinall

84TH CONGRESS
2D SESSION

H. R. 10251

IN THE HOUSE OF REPRESENTATIVES

MARCH 28, 1956

Mr. ASPINALL introduced the following bill; which was referred to the Committee on Veterans' Affairs

A BILL

To authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*
3 That, subject to section 2 of this Act, the Administrator of
4 Veterans' Affairs is authorized and directed to quitclaim to
5 the city of Grand Junction, Colorado, all of the right, title,
6 and interest of the United States in and to a tract of land
7 containing sixteen and seventy-two one-hundredths acres,
8 more or less, situated in the Veterans' Administration hos-
9 pital reservation in that city, the exact legal description of
10 which shall be determined by the Administrator of Veterans'
11 Affairs.

1 SEC. 2. (a) The conveyance authorized by this Act
2 shall (1) provide that the tract of land so conveyed shall
3 be used for park and recreational purposes, and if it shall ever
4 cease to be used for such park and recreational purposes, the title
5 to such property shall revert to the United States, provided
6 that the hospital being presently administered and operated
7 on the tract of land of which the said sixteen and seventy-two
8 one-hundredths acres is a part is still used as a veterans'
9 hospital, and in the event of a use other than that for park
10 and recreational purposes, the United States shall have the
11 immediate right of reentry thereon and (2) may contain
12 such additional terms, conditions, reservations, and restric-
13 tions as may be determined by the Administrator of Veter-
14 ans' Affairs to be necessary to protect the interest of the
15 United States.

16 (b) Notwithstanding the provisions of subsection (a)
17 of this section, all right, title, and interest of the United
18 States in and to the tract of land authorized to be conveyed
19 under authority of this Act, shall become vested in the
20 city of Grand Junction, Colorado, effective (1) upon the
21 expiration of the fifty-year period commencing on the date
22 of enactment of this Act, or (2) upon the date the hos-
23 pital referred to in subsection (a) of this section ceases to
24 be operated as a veterans' hospital, whichever is the earlier.

84TH CONGRESS
2D SESSION

H. R. 10251

A BILL

To authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado.

By Mr. ASPINALL

MARCH 28, 1956

Referred to the Committee on Veterans' Affairs

WAYNE N. ASPINALL, M. C.

FOURTH DISTRICT
COLORADO

HOME ADDRESS:
PALISADE, COLORADO

SECRETARIES:

HARRIET M. SHERIDAN
CLAUDE J. DESAUTELS
HOWARD E. SCOTT
TOMMY NEAL

Congress of the United States

House of Representatives

Washington, D. C.

March 29, 1956

COMMITTEES:

INTERIOR AND INSULAR AFFAIRS

SUBCOMMITTEES:

IRRIGATION AND RECLAMATION, CHAIRMAN
MINES AND MINING
TERRITORIAL AND INSULAR AFFAIRS
PUBLIC LANDS
INDIAN AFFAIRS

VETERANS' AFFAIRS

SUBCOMMITTEES:

INSURANCE, CHAIRMAN
SPANISH WAR

City-Vets Adm.

Mr. James K. Groves
Groves, Dufford & Turner
First National Bank Building
Grand Junction, Colorado

Dear Jim:

Yesterday after having had another conference the day before with the representative of the Veterans Administration I introduced in the House H. R. 10251, a copy of which is enclosed. The Veterans Administration advised me that when we ask for a report on the bill they will state their position on the new language. I have asked Senator Allott to sponsor the bill in the Senate and you will undoubtedly be hearing from him soon.

With kind regards, I am

Sincerely,

Wayne

enclosure

April 2, 1956

Mr. W. D. Toyne
City Manager
Grand Junction, Colorado

Re: Veterans Administration Property

Dear Mr. Toyne:

Enclosed herewith are copies of Congressman
Aspinall's letter to me of March 29th and H.R.10251.

Yours very truly,

JKG:s
Enc.

James K. Groves

cc - Mr. A. A. Bolotin

COPY

MEMO - 4/2/56 - Mr. Preston Walker

Pres:

The Sentinel has already had an article under Washington dateline about the introduction of this bill. The "new language" mentioned by Wayne is in paragraph (b), resulting from my mild insistence that the restrictions not go on forever.

J.K.G.

COPY

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=International Letter Telegram

1201

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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(16).

W BUB014 GOVT PD=BU WASHINGTON DC 18 1111AME¹⁰ ADD 18 AM 9 28

JAMES K GROVES, ATTORNEY AT LAW=

FIRST NATIONAL BANK BLDG GRAND JUNCTION COLO=

HOUSE VETERANS AFFAIRS COMMITTEE GAVE FAVORABLE APPROVAL

THIS MORNING TO HR 10251 BILL WHICH WOULD DEED 16.72

ACRES OF VETS HOSPITAL GROUNDS TO CITY OF GRAND JUNCTION=

WAYNE N ASPINALL MC FOURTH DISTRICT COLORADO=

*Sentinel also
rec'd wire from
Wayne Aspinall*

LISTER HILL, ALA., CHAIRMAN

JAMES E. MURRAY, MONT.
MATTHEW M. NEELY, W. VA.
PAUL H. DOUGLAS, ILL.
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PAT MCNAMARA, MICH.

H. ALEXANDER SMITH, N.
IRVING M. IVES, N. Y.
WILLIAM A. PURTELL, CONN.
BARRY GOLDWATER, ARIZ.
GEORGE H. BENDER, OHIO
GORDON ALLOTT, COLO.

United States Senate

COMMITTEE ON
LABOR AND PUBLIC WELFARE

April 19, 1956

*City
Vets Admin*

Mr. James K. Groves
Groves, Dufford and Turner
Attorneys at Law
First National Bank Building
Grand Junction, Colorado

Dear Jim:

Here is the bill I introduced today as per your request. I used the language of the bill in the House (H.R.10251) which was amended per recommendation of the Veterans' Administration. Inasmuch as this language has the approval of the Veterans' Administration there should not be any difficulty here. I presume you have no objection to the additional language suggested by the Veterans' Administration requiring the cost of any survey to be borne by the city. If you do, please let me know.

In case you do not already have it I will also enclose a copy of the House Committee report.

Best regards.

Sincerely yours,

Gordon

Gordon Allott - U.S.S.

GA:Er
Enc.

84TH CONGRESS
2D SESSION

S. 3691

IN THE SENATE OF THE UNITED STATES

APRIL 19 (legislative day, APRIL 9), 1956

Mr. ALLOTT (for himself and Mr. MILLIKIN) introduced the following bill;
which was read twice and referred to the Committee on Labor and Public
Welfare

A BILL

To authorize the Administrator of Veterans' Affairs to deed
certain land to the city of Grand Junction, Colorado.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*
3 That, subject to section 2 of this Act, the Administrator of
4 Veterans' Affairs is authorized and directed to quitclaim to
5 the city of Grand Junction, Colorado, all of the right, title,
6 and interest of the United States in and to a tract of land
7 containing sixteen and seventy-two one-hundredths acres,
8 more or less, situated in the Veterans' Administration hos-
9 pital reservation in that city, the exact legal description of
10 which shall be determined by the Administrator of Veterans'

1 Affairs, and in the event a survey is required in order to
2 make such determination, the city of Grand Junction shall
3 bear the expense thereof.

4 SEC. 2. (a) The conveyance authorized by this Act
5 (1) shall provide that the tract of land so conveyed shall
6 be used for park and recreation purposes, and if it shall ever
7 cease to be used for such park and recreational purposes,
8 the title to such property shall revert to the United States,
9 provided that the hospital being presently administered and
10 operated on the tract of land of which the said sixteen and
11 seventy-two one-hundredths acres is a part is still used as a
12 veterans' hospital, and in the event of a use other than that
13 for park and recreational purposes, the United States shall
14 have the immediate right of reentry thereon and (2) may
15 contain such additional terms, conditions, reservations, and
16 restrictions as may be determined by the Administrator of
17 Veterans' Affairs to be necessary to protect the interest of
18 the United States.

19 (b) Notwithstanding the provisions of subsection (a)
20 of this section, all right, title, and interest of the United
21 States in and to the tract of land authorized to be conveyed
22 under authority of this Act, shall become vested in the city of
23 Grand Junction, Colorado, effective (1) upon the expiration
24 of the fifty-year period commencing on the date of enact-

1 ment of this Act, or (2) upon the date the hospital referred
2 to in subsection (a) of this section ceases to be operated as
3 a veterans' hospital, whichever is the earlier.

2 3831

A BILL

BILL

84TH CONGRESS
2D SESSION

S. 3691

A BILL

To authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado.

By Mr. ALLOTT and Mr. MILLIKIN

APRIL 19 (legislative day, APRIL 9), 1956

Read twice and referred to the Committee on Labor and Public Welfare

LAND TRANSFER TO GRAND JUNCTION, COLO.

APRIL 18, 1956.—Committed to the Committee of the Whole House on the State of the Union and ordered to be printed

Mr. TEAGUE of Texas, from the Committee on Veterans' Affairs, submitted the following

R E P O R T

[To accompany H. R. 10251]

The Committee on Veterans' Affairs, to whom was referred the bill (H. R. 10251) to authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colo., having considered the same, report favorably thereon with an amendment and recommend that the bill, as amended, do pass.

The amendment is as follows:

On page 1, line 11, strike the period, insert a comma and add the following:

and in the event a survey is required in order to make such determination, the city of Grand Junction shall bear the expense thereof.

EXPLANATION OF THE BILL

This bill authorizes and directs the Administrator of Veterans' Affairs to give a quitclaim deed to the city of Grand Junction, Colo., to a tract of land containing approximately 16.72 acres situated in the Veterans' Administration hospital installation in that city. The exact legal description shall be determined by the Administrator.

Section 2 provides that the tract shall be used for park and recreational purposes and shall revert to the United States if it shall ever cease to be so used. It is also provided that such additional terms, conditions, and reservations as may be determined by the Administrator to be necessary to protect the interest of the United States shall be included in the deed of conveyance. (This presumably could protect the mineral and oil rights, if any, in this property.) However, all right, title, and interest of the United States in and to the tract of land shall become vested in the city upon the expiration of a 50-year

period commencing upon the date of enactment of this proposal or upon the date the Grand Junction Veterans' Administration hospital ceases to be operated as a veterans' hospital, whichever is the earlier.

In February 1946 the city of Grand Junction donated a tract of approximately 40 acres as the site for the proposed hospital, the property having previously been acquired for park purposes. The city has since that time spent between \$50,000 and \$100,000 in extending utilities to the site, and in addition the city spent \$10,000 and the Grand Valley Irrigation Co. spent \$89,000 in moving an irrigation canal which traversed the property.

Since October 1948 the Veterans' Administration has leased the tract of land which is sought to be transferred to the city of Grand Junction at a rental of \$1 per year for use as part of a municipal golf course.

The Veterans' Administration has advised that the transfer of the acreage in question under the terms and conditions set forth in the bill and its use for park and recreational purposes would not interfere with the present or prospective operation of the Veterans' Administration hospital and therefore no objection is interposed.

The bill has been amended as suggested by the Veterans' Administration.

The report of the Veterans' Administration follows:

VETERANS' ADMINISTRATION,
OFFICE OF THE ADMINISTRATOR OF VETERANS' AFFAIRS,
Washington, D. C., April 16, 1956.

HON. OLIN E. TEAGUE,
*Chairman, Committee on Veterans' Affairs,
House of Representatives, Washington, D. C.*

DEAR MR. TEAGUE: This is in reply to your letter of March 29, 1956, requesting a report by the Veterans' Administration relative to H. R. 10251, 84th Congress, a bill to authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colo.

The bill proposes to authorize and direct the Administrator of Veterans' Affairs to quitclaim to the city of Grand Junction, Colo., all right, title, and interest of the United States in and to a tract of approximately 16.72 acres of land, situated in the reservation of the Veterans' Administration hospital, Grand Junction, Colo., the exact legal description of which shall be determined by the Administrator. Section 2 states that the conveyance (1) shall provide that the tract of land so conveyed shall be used for park and recreational purposes and if it shall ever cease to be used for such purposes, title thereto shall revert to the United States, which shall have the immediate right of reentry thereon, provided that the hospital in question is still being used for veterans, and (2) may contain such additional terms, conditions, reservations, and restrictions as may be determined by the Administrator to be necessary to protect the interest of the United States. The bill also provides that notwithstanding the provisions of the foregoing sentence, all right, title, and interest of the United States in and to the tract of land in question shall become vested in the city of Grand Junction upon the expiration of the 50-year period commencing on the date of enactment or upon the date the Grand Junction hospital ceases to be operated as a veterans' hospital, whichever is the earlier.

A typographical error is noted in the bill. Because of the construction of the sentence, the number "(1)" appearing in line 2, page 2, should precede, rather than follow, the word "shall".

In February 1946, the city of Grand Junction, Colo., donated to the United States a tract of approximately 40 acres of land located in the city, as a site for a proposed Veterans' Administration hospital. The property had previously been acquired by the city for park purposes. We are advised that since that time, the city has spent somewhere between \$50,000 and \$100,000 in extending utilities to the site and, in addition, the city spent approximately \$10,000 and the Grand Valley Irrigation Co. spent \$89,000 in removing an irrigation canal which traversed the property. The Veterans' Administration constructed a hospital on the 40-acre tract of land, which it is presently operating as a 152-bed hospital with a preponderance of general medical and surgical patients.

Since October 1, 1948, the Veterans' Administration has leased a tract of some 16.72 acres of land located along the northerly boundary of the hospital reservation to the city of Grand Junction, at a rental of \$1 per year, for use by the city as part of a municipal golf course. H. R. 10251 is concerned with this tract of land. The present lease expires on September 30, 1957, but is terminable on 90 days' notice to the lessee. In the course of constructing the hospital, an area of the 16-acre tract was excavated to provide fill for the building area. This excavation was later converted into a lake, which was stocked with fish by the Colorado State Game and Fish Department. The Veterans' Administration has control over the recreational use of the lake and its fishing. This agency presently owns 30 shares of water stock in the Grand Valley Irrigation Co., and intends to use the water in the lake which this interest represents for irrigation of the built-up lawn areas of the hospital reservation. The entire leased area is utilized as an integral part of the patients' recreational program, and in this connection the Veterans' Administration has an agreement with the city whereby patients at the hospital are granted free use of the municipal golf course.

As stated above, the bill provides that the description of the land to be conveyed shall be determined by the Administrator of Veterans' Affairs. It is the belief of the Veterans' Administration that in the event a survey is required to ascertain that description, the expenses thereof should be borne by the city of Grand Junction, Colo. Accordingly, it is recommended, if the bill receives favorable consideration, that it be amended to so provide. This could be accomplished by inserting immediately following the word "Affairs" in line 11, page 1, a comma and the language—

and in the event a survey is required in order to make such determination, the city of Grand Junction shall bear the expense thereof.

Section 2 of H. R. 10251, if enacted, would authorize the inclusion in the deed of conveyance, of such additional terms, conditions, reservations, and restrictions as the Administrator of Veterans' Affairs determines to be necessary to protect the interest of the United States. In this connection, if the bill is enacted, it is anticipated that provisions will be included in the deed of conveyance, or possibly a separate agreement will be entered, retaining the present

water rights of the Veterans' Administration in the lake and the right of patients in the Veterans' Administration hospital to free use of the lake and municipal golf course.

It is believed that the transfer of the acreage in question to the city of Grand Junction, Colo., under the terms and conditions set forth in the bill, and its use for park and recreational purposes, would not interfere with the present or prospective operation of the Veterans' Administration hospital at Grand Junction. Accordingly, subject to the foregoing comments, the Veterans' Administration would interpose no objection to the favorable consideration of H. R. 10251.

Advice has been received from the Bureau of the Budget that there would be no objection to the submission of this report to your committee.

Sincerely yours,

H. V. HIGLEY, *Administrator.*

April 25, 1956

Hon. Gordon Allott
United States Senator
Senate Office Building
Washington, D. C.

Dear Gordon:

I have received your letter of April 19th and appreciate the efforts of Senator Millikin and you in connection with S. 3691, the bill authorizing the Veterans Administration to convey real estate to the City of Grand Junction.

The additional language suggested by the Veterans Administration which requires the cost of any survey to be borne by the City is satisfactory with the City.

Sincerely yours,

JKG:s

James K. Groves

cc - Hon. Eugene D. Millikin
City Manager
City Engineer

HARRY FLOOD BYRD, VA., CHAIRMAN
WALTER F. GEORGE, GA. EUGENE D. MILLIKIN, COLO.
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ELIZABETH B. SPRINGER, CHIEF CLERK

United States Senate

COMMITTEE ON FINANCE

April 28, 1956

James K. Groves, Esquire
Attorney at Law
First National Bank Building
P. O. Box 656
Grand Junction, Colorado

Dear Mr. Groves:

This is just a note to thank you for your courtesy and thoughtfulness in sending me a copy of your letter under date of April 25, 1956, to Senator Allott concerning S. 3691, a bill authorizing the Veterans Administration to convey real estate to the City of Grand Junction.

With very best regards, I am

Sincerely,


Eugene D. Millikin

EDM:jbs

APR 30 1956

Sen. Allott

Honorable Lister Hill
Chairman, Committee on
Labor and Public Welfare
United States Senate
Washington 25, D. C.

RETURN TO
JAMES K. GROVES

Dear Senator Hill:

Further reference is made to your letter of April 20, 1956, requesting a report by the Veterans' Administration relative to S. 3691, 84th Congress, "A Bill To authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado."

The bill proposes to authorize and direct the Administrator of Veterans' Affairs to quitclaim to the city of Grand Junction, Colorado, all right, title, and interest of the United States in and to a tract of approximately 16.72 acres of land, situated in the reservation of the Veterans' Administration Hospital, Grand Junction, Colorado. The bill provides that the exact legal description of the land to be conveyed shall be determined by the Administrator and that in the event a survey is required in order to make such determination, the city of Grand Junction shall bear the expense thereof. Section 2 states that the conveyance (1) shall provide that the tract of land so conveyed shall be used for park and recreational purposes and if it shall ever cease to be used for such purposes, title thereto shall revert to the United States, which shall have the immediate right of reentry thereon, provided that the hospital in question is still being used for veterans, and (2) may contain such additional terms, conditions, reservations, and restrictions as may be determined by the Administrator to be necessary to protect the interest of the United States. The bill also provides that notwithstanding the provisions of the foregoing sentence, all right, title, and interest of the United States in and to the tract of land in question shall become vested in the city of Grand Junction upon the expiration of the 50-year period commencing on the date of enactment or upon the date the Grand Junction Hospital ceases to be operated as a veterans' hospital, whichever is the earlier.

In February 1946, the city of Grand Junction, Colorado, donated to the United States a tract of approximately 40 acres of land located in the city, as a site for a proposed Veterans' Administration hospital. The property had previously been acquired by the city for park purposes. We are advised that since that time, the city has spent somewhere between \$50,000 and \$100,000 in extending utilities to the site and, in addition, the city spent approximately \$10,000 and the Grand Valley Irrigation Company spent \$89,000 in removing an irrigation canal which traversed the property. The Veterans' Administration constructed a hospital on the 40-acre tract of land, which it is presently operating as a 152-bed hospital with a preponderance of general medical and surgical patients.

Since October 1, 1948, the Veterans' Administration has leased a tract of some 16.72 acres of land located along the northerly boundary of the hospital reservation to the city of Grand Junction, at a rental of \$1 per year, for use by the city as part of a municipal golf course. S. 3691 is concerned with this tract of land. The present lease expires on September 30, 1957, but is terminable on 90 days' notice to the lessee. In the course of constructing the hospital, an area of the 16-acre tract was excavated to provide fill for the building area. This excavation was later converted into a lake, which was stocked with fish by the Colorado State Game and Fish Department. The Veterans' Administration has control over the recreational use of the lake and its fishing. This agency presently owns 30 shares of water stock in the Grand Valley Irrigation Company, and intends to use the water in the lake which this interest represents for irrigation of the built-up lawn areas of the hospital reservation. The entire leased area is utilized as an integral part of the patients' recreational program, and in this connection the Veterans' Administration has an agreement with the city whereby patients at the hospital are granted free use of the municipal golf course.

Section 2 of S. 3691, if enacted, would authorize the inclusion in the deed of conveyance, of such additional terms, conditions, reservations, and restrictions as the Administrator of Veterans' Affairs determines to be necessary to protect the interest of the United States. In this connection, if the bill is enacted, it is anticipated that provisions will be included in the deed of conveyance, or possibly a separate agreement will be entered, retaining the present water rights of the Veterans' Administration in the lake and the right of patients in the Veterans' Administration hospital to free use of the lake and municipal golf course.

It is believed that the transfer of the acreage in question to the city of Grand Junction, Colorado, under the terms and conditions set forth in the bill, and its use for park and recreational purposes, would not interfere with the present or prospective operation of the Veterans' Administration hospital at Grand Junction. Accordingly, subject to the foregoing comments, the Veterans' Administration would interpose no objection to the favorable consideration of S. 3691.

Advice was received from the Bureau of the Budget with respect to a similar report on a similar bill (H. R. 10251, 84th Cong.) that there would be no objection by that Office to the submission of the report to the Committee.

Sincerely yours,

H. V. HIGLEY
Administrator

LISTER HILL, ALA., CHAIRMAN

JAMES E. MURRAY, MONT.
MATTHEW M. NEELY, W. VA.
PAUL H. DOUGLAS, ILL.
HERBERT H. LEHMAN, N. Y.
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WILLIAM A. PURTELL, CONN.
BARRY GOLDWATER, ARIZ.
GEORGE H. BENDER, OHIO
GORDON ALLOTT, COLO.

STEWART E. MCCLURE, STAFF DIRECTOR

United States Senate

COMMITTEE ON
LABOR AND PUBLIC WELFARE

May 4, 1956

RETURN TO:
JAMES K. GROVES

Mr. James K. Groves
Attorney at Law
Groves, Dufford and Turner
First National Bank Building
Grand Junction, Colorado

Dear Jim:

I am enclosing a copy of the report from the Veterans' Administration on S. 3619 which we just received. It is, as expected, favorable since we incorporated the changes recommended by the Veterans' Administration concerning the House bill. We will advise you of further progress as it is made.

Sincerely yours,



Eugene D. Millikin - U.S.S.



Gordon Allott - U.S.S.

WAYNE N. ASPINALL, M. C.

FOURTH DISTRICT
COLORADO

HOME ADDRESS:
PALISADE, COLORADO

SECRETARIES:
HARRIET M. SHERIDAN
CLAUDE J. DESAUTELS
HOWARD E. SCOTT
TOMMY NEAL

Congress of the United States
House of Representatives
Washington, D. C.

COMMITTEES:
INTERIOR AND INSULAR AFFAIRS
SUBCOMMITTEES:
IRRIGATION AND RECLAMATION, CHAIRMAN
MINES AND MINING
TERRITORIAL AND INSULAR AFFAIRS
PUBLIC LANDS
INDIAN AFFAIRS
VETERANS' AFFAIRS
SUBCOMMITTEES:
INSURANCE, CHAIRMAN
SPANISH WAR

May 7, 1956

Mr. James K. Groves, Attorney,
Groves, Dufford and Turner,
First National Bank Building,
Grand Junction, Colorado.

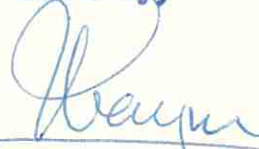
Dear Jim:

Just a brief note to advise you that the House passed this afternoon, H. R. 10251, "A bill to authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado."

I have already notified Gordon and he has promised to do everything possible to obtain early Senate action on the bill.

With kind regards, I am

Sincerely,



Wayne N. Aspinall, M. C.

CC; Burt Meyers, Daily Sentinel,

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

1201

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination. AM 8 34

KA028 RA067

(03).

WM49 W SNDO04 GOVT PD=SN WASHINGTON DC 26 1000AME=

JAMES K GROVES, ESQUIRE, ATTORNEY AT LAW=

GROVES DUFFORD AND TURNER FIRST NATIONAL BANK

BLDG GRAND JUNCTION COLO=

City - Gets Adm

HR 10251 LAND TRANSFER TO GRAND JUNCTION BILL FAVORABLY

REPORTED YESTERDAY. WILL LET YOU KNOW WHAT HAPPENS REGARES=

EUGENE D MILLIKIN USS GORDON ALLOTT USS=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

1201

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

KA036 D063 WM37

(02)

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176 "M 1 AM 8 33

JAMES B GROVES, CITY ATTORNEY=

GRAND JUNCTION COLO=

PLEASED TO REPORT H..R. 10251 PASSED SENATE YESTERDAY AND
CLEARED FOR PRESIDENT. WILL ADVISE WHEN SIGNED=

EUGENE D MILLIKIN USS GORDON ALLOTT USS=

Yets Adm.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Public Law 579 - 84th Congress
Chapter 386 - 2d Session
H. R. 10251

AN ACT

All 70 Stat. 282.

To authorize the Administrator of Veterans' Affairs to deed certain land to the city of Grand Junction, Colorado.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, subject to section 2 of this Act, the Administrator of Veterans' Affairs is authorized and directed to quitclaim to the city of Grand Junction, Colorado, all of the right, title, and interest of the United States in and to a tract of land containing sixteen and seventy-two one-hundredths acres, more or less, situated in the Veterans' Administration hospital reservation in that city, the exact legal description of which shall be determined by the Administrator of Veterans' Affairs, and in the event a survey is required in order to make such determination, the city of Grand Junction shall bear the expense thereof.

Grand Junction,
Colo.
Conveyance.

SEC. 2. (a) The conveyance authorized by this Act (1) shall provide that the tract of land so conveyed shall be used for park and recreational purposes, and if it shall ever cease to be used for such park and recreational purposes, the title to such property shall revert to the United States, provided that the hospital being presently administered and operated on the tract of land of which the said sixteen and seventy-two one-hundredths acres is a part is still used as a veterans' hospital, and in the event of a use other than that for park and recreational purposes, the United States shall have the immediate right of reentry thereon and (2) may contain such additional terms, conditions, reservations, and restrictions as may be determined by the Administrator of Veterans' Affairs to be necessary to protect the interest of the United States.

Terms, con-
ditions, etc.

(b) Notwithstanding the provisions of subsection (a) of this section, all right, title, and interest of the United States in and to the tract of land authorized to be conveyed under authority of this Act, shall become vested in the city of Grand Junction, Colorado, effective (1) upon the expiration of the fifty-year period commencing on the date of enactment of this Act, or (2) upon the date the hospital referred to in subsection (a) of this section ceases to be operated as a veterans' hospital, whichever is the earlier.

Effectivity.

Approved June 13, 1956.

RECEIVED
ASST. ADMINISTRATOR
R. M. E.

JUN 19 3 01 PM 1956

VETERANS
ADMINISTRATION

MEMORANDUM FOR THE ASSISTANT ADMINISTRATOR
SUBJECT: [Illegible]

[The body of the memorandum contains several paragraphs of text that are extremely faint and difficult to read. The text appears to be a formal report or communication, possibly regarding a veteran's application or a specific administrative matter. The words "MEMORANDUM" and "SUBJECT:" are visible at the beginning of the text block.]

VA FCA

JUN 19 1956

[Illegible text]

JUN 25 1956

11CB

Mr. Abe A. Bolotin
Manager
VA Hospital
Grand Junction, Colorado

Dear Mr. Bolotin:

There is enclosed a draft, in duplicate, of a proposed deed to the city of Grand Junction, covering lands authorized to be conveyed pursuant to Public Law 579, 84th Congress, approved by the President June 13, 1956 (copy also enclosed.)

It is requested that the draft be presented to the city representatives for their consideration, including a check of the legal description of the property.

Upon receipt of the city's advice, together with your comments and recommendations, the matter will be submitted to the Administrator for his consideration and approval.

Very truly yours,

WM. Z. BOWIE
Chief, Real Estate Division
Office of Assistant Administrator
for Construction

Encl:

Quitclaim Deed (Draft - dup)
Public Law 579, 84th Cong. (copy)





VETERANS ADMINISTRATION

HOSPITAL

GRAND JUNCTION, COLORADO

August 15, 1956

YOUR FILE REFERENCE:

IN REPLY REFER TO: 5201-11BA

City Manager
The City of Grand Junction
City Hall
Grand Junction, Colorado

Subject: Contract No. V5201P-11, for furnishing water to Veterans Administration Hospital, Grand Junction, Colorado

The bill you have presented for water delivered to this hospital through your mains during July raises some questions. Your assistance is needed in this matter in order that this bill and those in the future may be settled as promptly as possible.

Our Fiscal Division has received a copy of this ordinance showing the actual changes and the effective date. However, they cannot make payment in excess of contract rates until our present contract with the city is amended to the new contract rates. Therefore, it will be necessary that you furnish us with four copies of the ordinance covering the water rates.

It is realized that the changes were by the city government, and surely every consideration was given to large water users.

Attached is the amendment to contract for water and sewer rental services. Please sign and return all four copies to this office. Upon receipt of the signed amendment, the bill for July will be then placed in line for payment.

Very truly yours,

DICK S. ABER

Acting Chief, Supply Division

Encl. - 4



VETERANS ADMINISTRATION
HOSPITAL
GRAND JUNCTION, COLORADO

August 22, 1956

YOUR FILE REFERENCE:

IN REPLY REFER TO: 5201-11BA

City Manager,
City of Grand Junction
City Hall
Grand Junction, Colorado

Attention: R. E. Cheever:

Gentlemen:

Enclosed herewith is your copy of the Amendment of Contract V5201P-11 between the Veterans Administration Hospital and the City of Grand Junction, in accordance with City Ordinance No. 963.

Very truly yours,

DICK S. ABER
Acting Chief, Supply Division

August 30, 1956

Mr. Abe A. Bolotin
Manager
Veterans Administration Hospital
Grand Junction, Colorado

Re: Conveyance of 16.72 Acres to
The City of Grand Junction

Dear Mr. Bolotin:

With respect to the form of quit claim deed which Mr. Bowie forwarded to you on June 25, 1956, it is suggested that the restrictions, reservations and conditions read as follows:

1. The Government retains the lake located upon said premises, which is more particularly described as follows, to wit:

Beginning at a point which bears South 15°15' West 747 feet from the northeast corner of the NW¼ NE¼ of Section 13, Township 1 South, Range 1 West, Ute Meridian; thence South 56°45' West 700 feet; thence South 40°25' East 40 feet; thence South 63°05' East 100 feet; thence South 78°30' East 317 feet; thence North 26°56' East 160 feet; thence North 49°14' East 165 feet; thence North 27°58' East 115 feet; thence North 00°25' West 60 feet; thence North 39°29' West 143.6 feet to the point of beginning, containing 3.9 acres, more or less,

together with all water and ditch rights belonging thereto, together with the right to enter upon said lands to install, maintain, repair and replace ditches and water lines to said lake and water lines from said lake to the property retained by the Government, and together with the right of reasonable access to such lake by the patients at the Veterans Administration Hospital located on adjoining lands being retained by the Government.

2. The patients at such Veterans Administration Hospital shall have the free use of the Grantee's golf

COPY

Mr. Abe A. Bolotin
August 30, 1956
Page 2

course located on the lands herein conveyed and adjacent lands under such reasonable regulations as the Grantee shall prescribe, so long as such golf course is under the control and jurisdiction of the Grantee.

3. All mineral and oil rights in the lands herein conveyed to remain the property of the Government.

4. The lands herein conveyed shall be used for park and recreational purposes, and if it shall ever cease to be used for such park and recreational purposes and if such Hospital is still used as a Veterans Hospital, the title to such property shall revert to the United States and the United States shall have immediate right-of-entry thereon; provided, however, that all the right, title and interest of the United States in and to the tract of land herein conveyed, such lake and the water and ditch rights belonging thereto shall be vested in the City of Grand Junction, Colorado, effective (a) upon the expiration of the fifty-one year period commencing June 13, 1956; or (b) upon the date the hospital referred to herein ceases to be operated as a veterans' hospital, whichever is earlier.

Attention is directed to my letter of February 25, 1956 addressed to Congressman Wayne N. Aspinall, copies of which were sent to you and Mr. Bowie. In that letter it was contemplated that the use restriction on the property would be for municipal purposes but, if the Government is insistent upon the more limiting "park and recreational purposes", I imagine that the City would agree to this. The term "municipal purposes" was used because of the possibility that some day the City might want to place an auxiliary fire station or other installation upon a small portion of the property and if the Government is prepared to change to "municipal purposes", it would be more satisfactory to the City.

You will observe that in addition to "water rights in the lake", my suggestion reserves unto the Government the lake itself with access by patients. It would seem that paragraph numbered 2 of the quit claim deed can be deleted with this changed wording, but I am sure the City will have no objection to paragraph numbered 2 and merely point out that it seems to me now to be superfluous.

COPY

Mr. Abe A. Bolotin
August 30, 1956
Page 3

Concerning the use of the golf course by patients, you will observe that in paragraph numbered c of my letter of February 21st, I suggested some rule making power on the part of the City. This has been inserted above. As to the clause "or its assigns" appearing at the end of paragraph numbered 3 of the deed, it is conceivable that some day in the distant future the City might sell a portion of the present golf course (not any of the portion being conveyed by the deed) and establish a golf course at some other location. If so, it would seem that the City should not be prevented by the provisions in this deed from doing so. Therefore, I have stricken "or its assigns".

I have taken the liberty to reword paragraph numbered 5 in the interests of clarity.

As to the reservation of the lake, you will notice that I have added the right in the Government for access to ditch or ditches entering the lake.

Yours very truly,

JKG:s

James K. Groves

cc - Mr. William Z. Bowie
Mr. R. E. Cheever, City Manager
Mr. Warren D. Lowe, President
of City Council
Mr. Gerald J. Ashby, City
Attorney-Appointee

COPY

April 15, 1964

City Copy
For Helen T.

5201/134

City Manager
City of Grand Junction
City Hall
Grand Junction, Colorado

Attention: Mr. J. M. Lacy

Gentlemen:

Veterans Administration Regulations no longer require the execution of a contract for Public Service Utilities, provided the Utility Companies rates are fixed, or adjusted by Federal, State or other regulatory body.

In view of the above, this office desires to cancel Contract V5201P-11 between the City of Grand Junction, Colorado and the Veterans Administration for furnishing water and sewer rental to this Hospital.

If the above meets with your approval please sign and return the original and two copies of this letter, the additional copy is for your files.

In the future if rates are changed it will only be necessary to furnish this office with two copies of the new rates accompanied by a signed certification that such rates have been approved by the City Council, City of Grand Junction, Colorado.

Your cooperation in regard to this matter will be appreciated.

Very truly yours,

Noel Marchant
NOEL MARCHANT
Chief, Supply Division
Contracting Officer

By signature below this is to acknowledge the above meets with our approval.

CITY OF GRAND JUNCTION, COLORADO

By *J. M. Lacy*
City Manager
(Official Title)

Date *Apr 23, 1964*