

VSD74FS3

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: FIRE STATION NO. 3 NEXT
TO POMONA ELEMENTARY; AGREEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado

whose address is Grand Junction, Colorado

County of Mesa, and State of

Colorado, for the consideration of one dollar and other valuable ~~dollars~~ consideration,

in hand paid, hereby sell(s) and convey(s) to CITY OF GRAND JUNCTION, COLORADO,

whose address is Grand Junction

, County of

Mesa, and State of Colorado

, the following real property in the

County of Mesa

, and State of Colorado, to-wit:

Beginning at a point 870 feet South and 50 feet East of the North one quarter corner of Section 10 of Township 1 South of Range 1 West of the Ute Meridian, thence East 240 feet, thence South 200 feet, thence West 240 feet, thence North to the point of beginning.

State Documentary Fee
Date JUL 31 1974
\$ Eight

Waiver of Subdivision Regulation, County of Mesa,

State of Colorado, is approved this 31st

day of July, 1974.

[Signature]
Mesa County Board of Commissioners

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

Signed this 30th day of JULY, 1974 .

Mesa County Valley School District No. 51

[Signature]
Secretary.

By [Signature] President.

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 30th day of

1974, by Bruce C. Currier as President and Robert W. McCormick as Secretary of

Mesa County Valley School District No. 51, a corporation.

My commission expires April 3, 1975
Witness my hand and official seal.

[Signature]
Notary Public.

M. g. 4366 Abstracts
Fire Sta#3
1073209 Pomona
INDEXED BY

No. _____

WARRANTY DEED
SHORT FORM

Mesa Co., Valley School Dist.
No. 51

TO
City of Grand Junction
For Fire Station 7-30-74
Pomona School

STATE OF COLORADO } ss.
County of _____

I hereby certify that this instrument was filed
for record in my office, at 3:00
o'clock P.M., JUL 31 1974, 19____,
and is duly recorded in book 1020
page 80

By Annie M. Dunston
Deputy.
By Marie J. Bullard
Deputy.

Fee, \$ 2.00

Mail to: City
(or return to)

Send future tax statements to:

whose address is Grand Junction
Mesa, and State of Colorado
County of Mesa
and State of Colorado
The following are parties in the
and State of Colorado
with all its appurtenances and warrant(s) the title to the same subject to
Mesa County Board of Commissioners
day of _____
State of Colorado
Warrant of Precedence Registration, County of Mesa

20th day of July
1974
Mesa County Valley School District No. 51
Robert W. McQuinn
Recorder

The foregoing instrument was acknowledged before me this 30th day of July 1974, by
Robert W. McQuinn
Recorder
Mesa County Valley School District No. 51
1073209
JUL 31 1974
Mesa County Clerk's Office

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of July, 1974, by and between THE CITY OF GRAND JUNCTION, a Colorado Home Rule City, hereinafter called "City", and MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, hereinafter called "District";

W I T N E S S E T H

WHEREAS, the District is the owner of certain real property situated in Mesa County, Colorado, known as Pomona Elementary School site and more fully described on Exhibit A attached hereto, and

WHEREAS, certain portions of said school site are unimproved, and

WHEREAS, City wishes to acquire portions of the unimproved site for the purpose of constructing and maintaining a fire station, the legal description for such portion being attached hereto as Exhibit B, and

WHEREAS, City is willing to undertake the construction of certain improvements on the balance of the unimproved site inuring to the benefit of District, school children of the District and the general public, as a consideration for the conveyance to City by District of property described on Exhibit B;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions contained herein and other valuable consideration the parties agree as follows:

1. The District, contemporaneous with the execution of this Agreement, shall execute and deliver unto City a good and sufficient Warranty Deed to the property described on Exhibit B, which conveyance is subject to a provision which is intended

by the parties to be in the nature of a Possibility Reversion and not a Right of Re-entry for Condition Broken, namely that the property be held, developed and maintained as a public fire station, and that title in the City remain so long as such use is continued, subject to automatic reversion upon discontinuance of its use as a public fire station.

2. On or prior to September 1, 1976, City shall perform, or arrange for performance, the following improvements:

a. To construct and maintain asphalt or concrete walkways at least 3 feet in width and located adjacent to the traveled portion of F Road extending along the south side of F Road from 25 1/2 Road East to First Street.

b. To construct and maintain asphalt or concrete walkways at least 3 feet in width and located adjacent to the traveled portion of 25 1/2 Road along the East side of 25 1/2 Road from F Road south to Orchard Avenue.

c. To construct and maintain asphalt or concrete walkways at least three feet in width around the fire station.

d. To install grass in a good and workmanlike manner upon those parts of the Pomona Elementary School site as indicated on Exhibit C attached hereto.

e. To install in a good and workmanlike manner a sprinkling system sufficient for the purpose of watering such grass.

f. To maintain and fertilize said grass.

g. To install park and playground equipment and outdoor rest room facilities as indicated on the drawings attached hereto as Exhibit D.

h. To maintain said park and playground equipment and outdoor rest room facilities.

i. To install and maintain at no expense to the District water taps for fountains and outdoor rest room facilities.

j. If necessary, install and maintain a drainage system in and adjacent to the playground area indicated on Exhibit D.

3. Such requirements for maintenance as set forth in Paragraph 2 above, shall continue only so long as the property described in Exhibit B is used and maintained for the purposes set forth in Paragraph 1 hereof, and subject to other conditions herein, the City shall maintain said park so long as said fire station is maintained unless released by the District from such obligation. Abandonment by the City shall cause the land to revert to the District.

4. Nothing contained herein shall be construed as a limitation upon the District's right to construct, maintain or continue the use of the Pomona Elementary School site as an educational facility, nor shall anything herein be construed as a limitation upon the District's right to utilize any portion of the property upon which the City is obligated to construct and maintain grass, park or playground or rest room facilities as provided by Paragraph 2 hereof for school purposes; provided, however, that any such change in use which materially alters or interferes with City's maintenance and repair functions as set forth in Paragraph 2 shall free the City from any such functions as applies to that portion of property subjected to any such change in use; and provided further that a six-month notice shall be given the City in the event the District wishes to expand the school site. The City shall have the right to use the park area herein for so long as it continues to operate and

maintain it as a park, subject to the aforementioned right of the District to claim portions of it for school purposes; provided, however, that should the District determine that the site is no longer suitable for a school site and school purposes it may abandon the site, other than the property described in Exhibit B, and sell the same in which event, the City shall have the first option of purchasing the site by meeting a bona fide, acceptable offer of purchase or as may be agreed upon between the City and the District.

5. The City's covenants as set forth in Paragraph 2 hereof may be specifically enforced, or, in the alternative, the District may enforce the same by an action for damages or by any other legal or equitable relief available under Colorado Law. The breach of any one or more of the covenants set forth in Paragraph 2, however, shall not trigger a reversion of the property described on Exhibit B, nor shall a breach of any one or more of such covenants confer upon the District a Right of Re-entry upon such property, it being the intent of this agreement that the covenants set forth in Paragraph 2 be enforceable in law or in equity independently of any claim the District may have to possession of the property described in Exhibit B.

6. This Agreement shall be binding upon the successors in interest and assigns of the parties hereto.

CITY OF GRAND JUNCTION, COLORADO
BY [Signature]
City Manager


ATTEST:

[Signature: Debra B. Lockhart]
City Clerk

MESA COUNTY VALLEY SCHOOL
DISTRICT NO. 51

BY [Signature: Bruce C. Currier]

ATTEST:

[Signature: Robert W. Linnich]


STATE OF COLORADO

.....County of..Mesa.... ss.

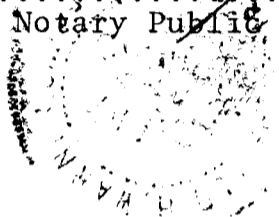
The foregoing instrument was acknowledged before me this 30th day of

July 1974, by Bruce C. Currier as President and
Robert W. McCormick as Secretary of

Mesa County Valley School District No. 51 a corporation.

My notarial commission expires April 3, 1975

Witness my hand and official seal.

Donald E. [Signature]
Notary Public


STATE OF COLORADO

.....County of..Mesa.... ss.


The foregoing instrument was acknowledged before me this 31st day of

July 1974, by Harvey M. Rose as City Manager
Neva B. Lockhart as City Clerk

City of Grand Junction a Municipal Corporation.

My notarial commission expires April 3, 1975

Witness my hand and official seal.

Donald E. [Signature]
Notary Public


AGREEMENT

EXHIBIT A

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 PROPERTY
(POMONA SCHOOL)

West half, Northwest quarter, Northeast
quarter, Section 10 Township 1 South
Range 1 West Ute Meridian except road
on North and West, Mesa County, Colorado.



AGREEMENT

E X H I B I T B

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 PROPERTY
(POMONA SCHOOL)

Beginning at a point 870 feet South and
50 feet East of the North one quarter corner
of Section 10 of Township 1 South of Range
1 West of the Ute Meridian, thence East 240
feet, thence South 200 feet, thence West
240 feet, thence North to the point of
beginning.

J
M

1073210

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BY

STATE OF COLORADO }
County of MESA } ss
I hereby certify that this instrument was
Filed for record

JUL 31 1974

at 3:00 o'clock P M and recorded
In Book 1028 Page 81
ANNIE M. DUNSTON, County Clerk & Recorder
By Janice Bullard Deputy

1400 City