

DIX84SFT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: DIXSON, INC.

SUBJECT/PROJECT: MEMORANDUM OF AGREEMENT AND EXTENSION
TO THE ORIGINAL MEMORANDUM PERMITTING THE CITY TO
CONSTRUCT, MAINTAIN AND OPERATE TWO SOFTBALL FIELDS ON LAND
IMMEDIATELY WEST OF DIXSON PLANT ON ORCHARD MESA

LOCATION: 287 27 ROAD (VICINITY OF)

PARCEL#: 2945-261-03-945 (DIXSON'S PARCEL #)

CITY DEPARTMENT: PARKS

YEAR: 1984

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Area immediately west
of plant on Orchard
Road
250' wide x 500' long.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this
1st day of January, 1978, by and between Dixson,
Inc., and the City of Grand Junction, Colorado:

Dixson, Inc., is the owner of the land described
within Exhibit A attached hereto and is willing to do certain
work thereon and then permit the City to use the land for two
softball fields:

NOW, THEREFORE, in consideration of the monies to be
paid, the work to be done and the covenants to be performed,
IT IS AGREED:

1. That Dixson will build backstops for two softball
fields at the locations and to the standards as are agreed
upon between the parties, Dixson will also install an irriga-
tion system to bring water to the fields as they are to be
developed, in the manner as agreed upon between the parties
and the City will provide the water for irrigation of fields.

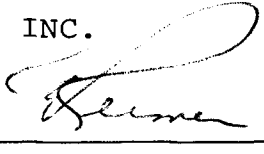
2. Dixson and the City agree that the City will lease
the premises for use as described and uses consistent there-
with for an annual charge of \$1.00 per year for a period of
five years from the date hereof and year to year thereafter.

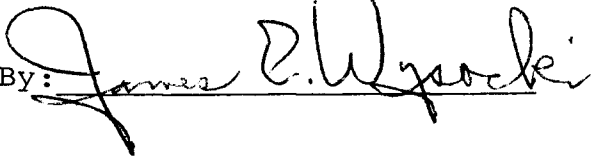
3. The City agrees to prepare the fields and seed them
in 1978, and to thereafter maintain the fields on the same
program that the other parks of the City receive.

4. The City agrees to save and hold Dixson harmless
from any claims of whatever nature and however arising out
of the use of the leased premises.

5. The City further agrees to conduct the operations
on the fields so that other properties of Dixson are not
adversely affected thereby but consistent with the operation
of softball fields.

IN WITNESS WHEREOF, the parties hereto affix their
hands and seals on the day and year last above mentioned.

DIXSON, INC.
By 

CITY OF GRAND JUNCTION
By: 

EXTENSION OF MEMORANDUM OF AGREEMENT

This Extension of that certain Memorandum of Agreement, dated the 1st day of January, 1978, between the same parties, is entered into this 31 day of July, 1984, by and between DIXSON, INC., and the CITY OF GRAND JUNCTION, COLORADO:

Recitals:

The City and Dixson entered into an agreement to permit the City to construct, maintain and operate two softball fields on lands belonging to Dixson for a period of five years from January 1, 1978. It is the desire of both parties that the use continue for an indefinite period of time with the proviso that Dixson has the right to reclaim the property for its use by giving notice to the City Parks and Recreation Department of its intent to reclaim by January 31st of any year, with the retaking of the land becoming effective at the close the City's outdoor recreation program in the year in which notice is given.

In consideration of the premises, IT IS AGREED:

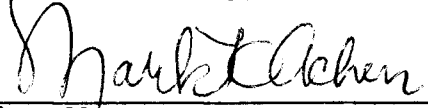
1. That the Memorandum of Agreement between the parties is extended for an indefinite period as indicated hereinabove in this Extension.
2. The other provisions of the Memorandum of Agreement of January 1, 1978, except as they may no longer apply because they have been made moot through performance of the City, shall remain in full force and effect during the period of this Extension.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

DIXSON, INC.

By: 
President

CITY OF GRAND JUNCTION

By: 
City Manager