

JCC92CEM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	JEWISH COMMUNITY CENTER OF GRAND JUNCTION, INC.
SUBJECT/PROJECT:	JEWISH CEMETERY CONTAINING 200 GRAVE SITES
CITY DEPARTMENT:	PARKS AND RECREATION
YEAR:	1992
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

CEMETERY AGREEMENT

This Cemetery Agreement is entered into and effective this 5th day of February, 1992, by and between the City of Grand Junction and the Jewish Community Center of Grand Junction, Inc.

RECITALS

A. The City of Grand Junction ("City") is the owner and operator of the Municipal Cemetery, in Grand Junction, Colorado ("the Cemetery").

B. The Jewish Community Center of Grand Junction, Inc. ("JCC"), is a Colorado non-profit corporation, which owns and operates a Jewish religious school and synagogue in Grand Junction, and attempts to service the needs of the Grand Junction Jewish Community.

C. The JCC wishes to reserve 200 grave sites within the Cemetery, for its exclusive use, and to develop said 200 grave sites into a consecrated Jewish cemetery.

D. The City is willing to reserve 200 grave sites within the Cemetery, for the exclusive use of the JCC, subject to the terms and conditions of this Agreement, set forth below.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the parties hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby sets aside and reserves 200 grave sites, numbers ___ through ___, in the Cemetery, for the exclusive use of the JCC ("subject 200 grave sites"). The exact location of the subject 200 grave sites is depicted on the map attached as Exhibit "A" and incorporated herein by this reference.

2. Simultaneously with its execution of this Agreement, JCC shall pay the City \$830.00, representing the purchase price (\$285.00) and perpetual care fee (~~\$120.00~~) for two of the subject 200 grave sites. By its execution of this Agreement, the City hereby acknowledges the receipt and sufficiency of said \$830.00. JCC shall pay the purchase price and perpetual care fee for the balance of the subject 200 grave sites, from time to time, as some or all of said grave sites may be desired or required by the JCC. The parties understand and agree that JCC is under no obligation to purchase any of the balance of the subject 200 grave sites, unless and until said grave sites are desired or required by the JCC. The purchase price and perpetual care fee of each such future grave site shall be the prevailing rates at which the City is selling grave sites within the Cemetery at the time involved. Following the purchase of the initial two grave sites, as well as each additional future grave site, JCC, or the third party to whom JCC has re-sold the grave site pursuant to paragraph 4, below, shall be responsible for paying to the City the cost of opening each grave site, at the then prevailing cost at the time of the opening involved, and the then applicable development fee. The JCC or third party involved may pay the development fee either at the time of the JCC's initial purchase of the grave site or at the time of opening. (\$135,000)mb

3. The subject 200 grave sites are located on presently undeveloped lands within the Cemetery. Accordingly, the parties hereby agree to develop and maintain said property, as follows:

(a) The City shall be responsible for platting the grave sites, and for recording the plat with the appropriate authorities. The JCC shall reimburse the City for said platting and recordation services, up to but not to exceed \$1,000.00. The City understands and agrees that each grave site must lie in an east-west orientation, with the head lying to the west and the feet lying to the east.

(b) The City shall be responsible for arranging, through a competitive bid process, for the installation of an irrigation system and grass seeding for the entire 200 grave sites. The City shall make best efforts to assure that the installation of said irrigation system and seeding is completed by no later than June 15, 1992. It is anticipated that the cost of the installation of said irrigation system and seeding will not exceed \$12,000.00. Accordingly, the JCC agrees that it shall be responsible for the first \$12,000.00 of said installation and seeding expenses, and the JCC and City shall be equally responsible for all installation and seeding costs over and above \$12,000.00.

(c) JCC is hereby authorized to install, at its expense, such shrubbery, landscaping, gates, and fencing, that the JCC may desire, around the perimeter of the subject 200 grave sites, to separate said grave sites from the rest of the City's cemetery. JCC is further authorized to post appropriate signage, demarcating the subject 200 grave sites as a Jewish Cemetery. JCC shall submit a narrative description of the landscaping, fencing, and signage it desires, including the names of the general contractors involved, and a sketch plan, to the City, for the City's prior approval, before said improvements are effected, which approval shall not be unreasonably withheld.

(d) (i) Following its installation, the City shall be responsible, at its expense, for maintaining and repairing the irrigation system for the subject 200 graves sites.

(ii) Following their respective installations, the City shall be responsible, at its expense, for watering, mowing, pruning, fertilizing, and spraying against weeds and other diseases and infections, the grass, shrubbery, and other landscaping that may be installed pursuant to subparagraphs 3(b) and (c), above. The City shall also be responsible, at its expense, for replacing said grass, shrubbery, and landscaping, as the same may die from time to time.

(iii) The JCC shall be responsible, at its expense, for maintaining, in good repair, the fencing, gates, and signage, if any, it installs pursuant to subparagraph 3(c), above, and for replacing said fencing, gates, and signage as needed from time to time to maintain said improvements in good repair. Notwithstanding the foregoing, however, the City shall be responsible, at its expense, for maintaining in good repair the fencing that presently borders the subject 200 grave sites on the east side, separating said graves sites from Canon Street, and for replacing said presently existing fencing, as needed from time to time to maintain said fencing in good repair.

(iv) The City, at its expense, shall at all times hereafter provide, and maintain in good, even, level, and passable condition, roadways that provide ingress and egress to the subject 200 grave sites, including but not limited to the two roadways, depicted on the map attached as Exhibit "A", that presently border the subject 100 grave sites on the north and west sides thereof.

(v) JCC, or an eligible person to whom JCC may resell a grave site pursuant to paragraph 4, below, may arrange for the installation of upright or in-ground monuments, as well as plantings, flowers, and other landscaping, on a particular grave site, to the same extent, and subject to the same terms and conditions, as the City permits the installation of said monumentation, plantings, flowers, and landscaping in other portions of the Cemetery, as said terms and conditions may be amended by the City from time to time.

4. The City understands and acknowledges that JCC intends to operate and maintain the subject 200 graves sites as a consecrated Jewish Cemetery. The JCC shall be solely responsible for making the determination whether a person is eligible to be buried in one of said grave sites, pursuant to eligibility criteria, designed to maintain the subject 200 grave sites as a Jewish Cemetery, to be established, and re-established, from time to time by the JCC. The City further understands and agrees that the JCC may resell the deed or the burial right to any of the subject 200 grave sites to or on behalf of such persons deemed eligible for burial therein, pursuant to the eligibility criteria to be established by the JCC hereunder, upon such terms and conditions of resale as the JCC may require. The JCC further agrees that, should any third party contest the JCC's eligibility criteria in general, any eligibility determination in particular, or the terms and conditions of resale of the deed or burial right to any grave site involved that the JCC may insist upon, the JCC shall indemnify, and hold the City harmless from, any and all out-of-pocket costs and expenses, including reasonable out-of-pocket attorney's fees, the City might incur as a result of said dispute, including but not limited to the defense or settlement thereof.

5. JCC may establish such additional rules and regulations governing the operation and administration of the subject 200 grave sites, and the manner in which burials involving said grave sites shall be performed; provided, however, the City shall not be bound by any rules or regulations incompatible with the City's operation of, or provision of burials in, the remaining portions of the Cemetery. Notwithstanding the foregoing, the parties further agree as follows:

(a) The City shall make best efforts to accommodate burials within twenty-four (24) hours of death, when requested to do so by the JCC or family of the deceased involved, provided that reasonable notice is given to the City of said request.

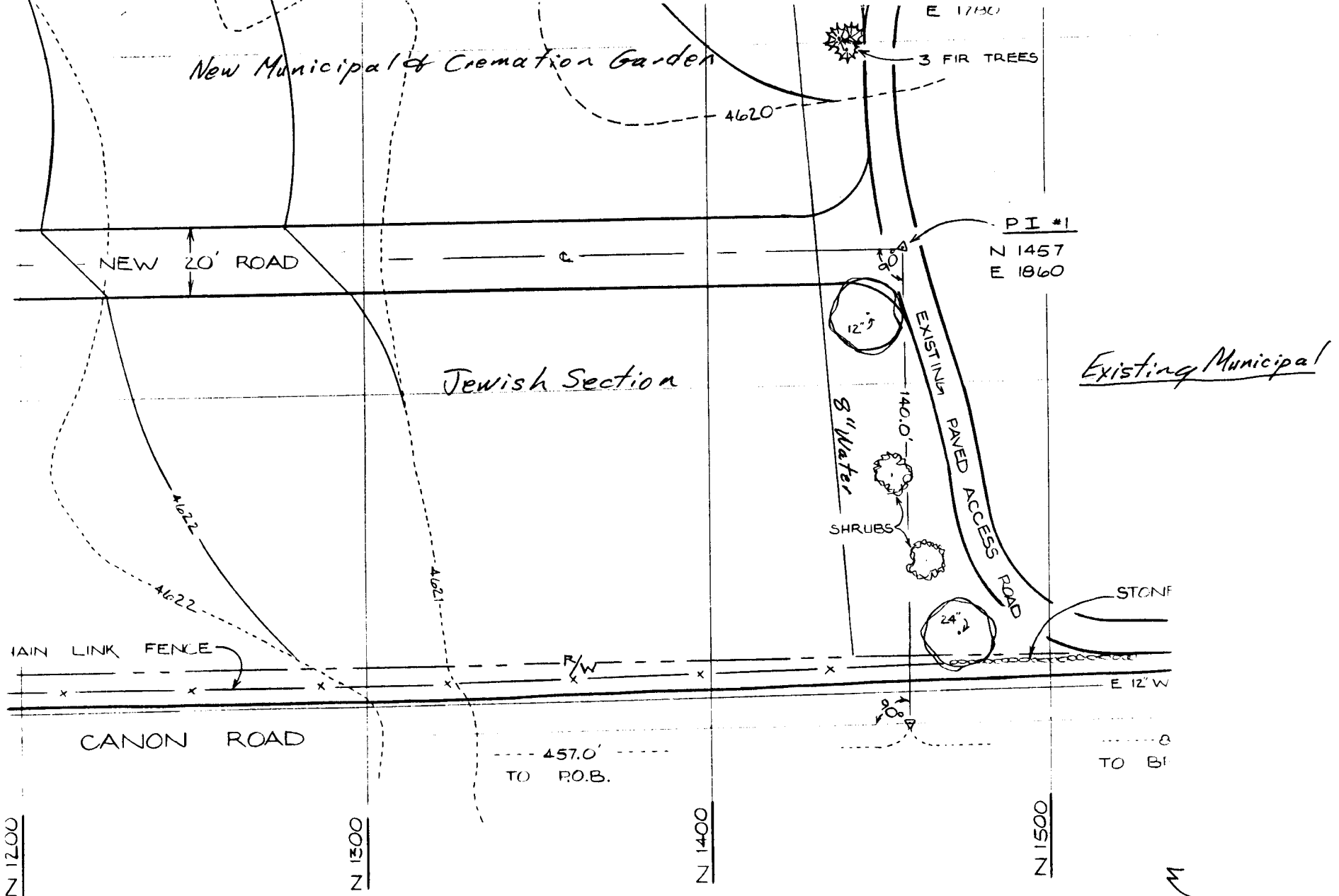
(b) The City shall make best efforts to establish a communication system for the JCC or bereaved family involved to be able to contact the appropriate City officials or employees, to accommodate burials on Sundays for eligible persons who pass away on Friday evening or Saturdays while City offices are closed.

(c) The City shall permit the bereaved family and friends to be present for the lowering of the casket, and to shovel dirt upon the casket, when so requested by the JCC or bereaved family, provided that adequate notice is given to the City of said request.

(d) The City acknowledges that, at present, no rules, regulations or ordinances exist that require that caskets be encased in vaults, before burial. JCC understands and agrees that the City may adopt future vaulting requirements, that would be applicable to burials occurring within the Jewish cemetery, after said requirements are adopted; provided however, should the City adopt future vaulting requirements, the City will nevertheless permit three-sided vaults to be used in the Jewish cemetery, with the bottom open, so that the bottom of the casket may touch the ground, to accommodate Jewish religious requirements.

(e) The City shall not require that the Jewish cemetery be subject to flat monumentation, and the City shall allow upright monuments therein; the JCC, however, within its sole discretion, may require flat monumentation, if the JCC so desires.

6. The JCC shall have the first option to reserve, for its exclusive use, an additional 100 grave sites, located adjacent to, and to the south of, the subject 200 grave sites. The location of said additional 100 grave sites is also depicted on the map attached as Exhibit "A". The JCC must exercise its option to reserve said grave sites within sixty (60) days after the City advises the JCC, in writing, that the City intends to develop said property as additional grave sites within the Cemetery, within one year of the date of said advisement. If the JCC chooses to exercise its option to reserve said grave sites for its exclusive use, the JCC shall thereafter be responsible for the costs of installing the irrigation system and grass



GENERAL SITE PLAN
MUNICIPAL CEMETERY
GRAND JUNCTION, COLORADO

