

MRK94NAC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: WILLIAM MERKEL, JOHN I. GORDON,
SHARON A. GORDON, WILLIAM E. PUTNAM, WANDA WRAY PUTNAM, HARRY
K. WEBSTER, RUTH H. WEBSTER, GORDON R. GILBERT, VICTORIA L.
GILBERT, MARK S. WILSON AND VIRGINIA B. WILSON

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SAGE COURT
REPLAT OF LOTS 1, 2, AND 7 OF NORTHACRES SUBDIVISION AND
RELOCATION AND REALIGNMENT OF NORTH ACRES ROAD AND UTILITY
RIGHT OF WAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

This agreement is made between the City of Grand Junction, William Merkel ("Developer" or "Merkel"), John I. Gordon and Sharon A. Gordon ("Gordon"), Michael R. Heuton and Judy M. Heuton ("Heuton"), William E. Putnam and Wanda Wray Putnam ("Putnam"), Harry K. Webster and Ruth H. Webster ("Webster"), Gordon R. Gilbert and Victoria L. Gilbert ("Gilbert"), and Mark S. Wilson and Virginia B. Wilson ("Wilson").

Recitals.

For many years, the residents of Sage Court (hereinafter referred to as "Sage Court residents") used an under-improved private right-of-way for access to their homes, which private right-of-way burdened the Gordon and Heuton properties. During that same period, a platted but unimproved right-of-way, created at the time of the recordation of the Northacres Subdivision plat, existed.

Merkel has received preliminary approval to re-subdivide and develop residential lots on the northern portion of the original Northacres Subdivision, specifically lots 1, 2, and 7. To provide access to the lots in the proposed re-subdivision of Lots 1, 2, and 7 of Northacres Subdivision, Merkel is willing to relocate and re-align Northacres Road in a way that would make feasible the discontinuation of the use of the under-improved road, and provide adequate ingress/egress to the existing homes.

For the Sage Court residents, a purpose of this agreement is to provide for the continued existence of an area lying on the inside curve of the Sage Court cul-de-sac, locally known as "Putnam Park."

The parties enter into this agreement to provide a permanent right-of-way solution, to resolve other issues as set forth herein and to improve the Merkel and other property.

Now, therefore, in consideration of the benefits received, the promises made and the burdens assumed the parties agree as follows:

1. (a) Merkel shall apply to obtain final plat approval for the replat of Lots 1, 2, and 7 of Northacres Subdivision on or before October 1, 1994. Merkel shall seek approval for a subdivision re-plat substantially similar to that shown on Exhibit J-1, attached hereto. No changes to the alignment of those portions of Sage Court and Northacres Road which are not located on Merkel's property shall be allowed without the written consent of the owner(s) of the adjacent property; however, notwithstanding the foregoing, the City Council may, as a part of a public

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hearing process, make such changes if the Council finds that the change(s) is in the interest of the public.

- (b) As a part of the subdivision process, Merkel shall offer to dedicate to the City the right-of-way (which is under his ownership and control) as identified on Exhibit J-1 and shall improve Northacres Road and the portion of the platted Sage Court which is north of the north lot lines of lots 3 & 6, Northacres Subdivision, to the minimums set by City standards. Merkel shall not be required to construct curb, gutter and sidewalk improvements on the south half of that part of Northacres Road which abuts the Gordon property. That portion of Sage Court north of the north line of lots 3 & 6, Northacres Subdivision, shall be constructed, by Merkel, without curb, gutter and sidewalk and shall consist of a twenty-two foot (22') wide asphalt street section consistent with current City standards, from such north line to a point (determined by the City Engineer) where the street section shall be widened so as to transition to a twenty-eight foot (28') wide asphalt section at the end of the curb return (at the intersection of Sage Court and Northacres Road). Merkel shall provide required curb returns at the intersection of Sage Court and Northacres Road which shall be constructed of concrete curb and gutter.
2. (a) The City shall, following Merkel's completion of the construction of Northacres Road and that portion of Sage Court north of the north lot lines of lots 3 & 6, Northacres Subdivision, as weather permits and materials are available, but in any event by October 1, 1995, cause the surface of the realigned Sage Court right-of-way lying south of said north lot lines to be paved with recycled asphalt.
- (b) Following the paving described in (a) above, the City Manager agrees to submit to the City Council an ordinance to vacate that portion of the Sage Court right-of-way which is wider than the paved and realigned Sage Court generally as shown on Exhibit J-1, subject however to a reservation for existing utilities, specifically including the existing fire hydrant and supply line(s) and provided further that the land which is inside the inner curve line of the cul-de-sac shall not be vacated but shall be dealt with as provided in paragraph 7 (b), below. The City shall submit such a vacation ordinance to the Council within forty-five (45) days following the completion of the paving. The City shall provide the necessary legal descriptions.
- (c) The City agrees that it shall, contemporaneously with (by contracting with Merkel or his contractor) or forthwith

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after the completion of the improvements required of Merkel on Seventh Street, complete the improvements along the west side of Seventh Street which adjoins Gordon's property with curb, gutter, and either sidewalk and suitable aggregate between the sidewalk and the curb or an attached sidewalk. Upon completion of such improvements, there will be no unpaved area between the curbing and the sidewalk adjacent to the area to be improved by the City pursuant to this subsection. The City shall complete such work as soon as is practicable, considering that such work will be done in conjunction with the other City bids, but in no event later than October 1, 1995.

- (d) If required, the City agrees to pay to Public Service Company of Colorado an amount, in no event more than \$2,000.00, to connect the present gas lines serving the Sage Court residents to a new gas line caused to be installed by Merkel. Any such new connection shall be located in public right-of-way. There shall be no charge to the Sage Court residents for this task.
- (e) Merkel is, notwithstanding any provision to the contrary herein, only responsible for and required to provide legal descriptions for activities and improvements which occur on, or within the bounds of, lots 1, 2 and 7 of Northacres Subdivision.

3. Webster, Putnam, Gilbert, and Wilson (hereinafter referred to as "Sage Court residents") and Heuton agree to Quit Claim all of their individual and collective interest(s) in and to the 1976 right-of-way to Gordon, for no additional consideration. Heuton agrees to Quit Claim Heuton's interest(s) in the 1976 right-of-way to Gordon. Each of the Quit Claim deeds to be executed shall be in the form as shown on Exhibit 3. Such fully executed conveyances shall be delivered to Western Colorado Title Company, as escrow agent, on or before (10) ten calendar days following execution hereof. Such escrow agent shall cause the same to be recorded forthwith following receipt of a letter from the City's Director of Public Works that the following work has been completed and approved by the City: (1) the construction of Sage Court north of the north line of lots 3 and 6 and Northacres Road; (2) surfacing of Sage Court south of Merkel's southern property line; and (3) connection of the gas lines providing service to the Sage Court residents to the new gas line constructed on Merkel's property. Each such quit claim deed shall reserve the right in the grantor(s), their successors and assigns, to the existing easement(s) for City water for the continued use, maintenance and operation so long as such City water line is in use and no alternative City water line(s) are physically available to serve each such grantor(s). The Sage Court residents, jointly and severally, agree to pay the costs of such escrow which is \$100.00.

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4. Within ten (10) days of written request from the City or Merkel, Gordon agrees to grant by warranty deed to Merkel, and Merkel agrees to dedicate to the City of Grand Junction, for use as a public right-of-way, a parcel eight feet in width (from north to south) beginning at the northeast corner of Gordon property, thence westerly to the first point where Northacres Road does not abut the Gordon property and such additional right-of-way on 7th Street as is required to comply with the provision of 2(c), above. Such parcel is shown graphically on Exhibit J-1, attached hereto. Merkel shall cause the legal description of such parcel to be prepared and delivered to the City Attorney on or before September 15, 1994. The City Attorney shall, upon receipt of such legal description, prepare an appropriate warranty deed and deliver same to Gordon's attorney. Upon execution thereof, Gordon shall cause said executed deed to be delivered to the City Attorney who shall cause it to be recorded contemporaneously with the re-plat of Lots 1, 2, and 7 of Northacres Subdivision.

5. City agrees that Gordon, Heuton, and the Sage Court residents, and their successors in title, shall not be required to construct or contribute toward the cost of improvements to the roadway including curb, gutter and sidewalk serving Northacres Subdivision, even though same abuts their north property boundaries, so long as the Gordon, Heuton and the Sage Court residents' properties, respectively, remain in their current condition and a development permit is neither applied for nor required. The City represents that it has no present plans to make such improvements; such improvement(s) would typically only occur if the homeowners petitioned for such improvements, in which case the homeowners would share in the costs of the improvements.

6. This agreement shall have no binding effect until it is executed by each party identified herein. This agreement may be signed in counterparts. The signature of a party may be evidenced by a facsimile copy thereof with hard copy to follow forthwith.

7. (a) For that portion of Sage Court which is not on the property to be developed by Merkel and which is, pursuant to this Agreement, to be paved by the City, the pavement width shall be twenty-two feet (22') or, if less than twenty-two feet (22') because of site constraints, the maximum usable for travel (as determined by the Director of Public Works of the City).

(b) On or before January 1, 1995, the Sage Court residents shall cause to be formed an association which shall have as a lawful purpose thereof the right, duty and power to apply for, and receive and be bound by, a revocable permit from the City (if for whatever reason said association is not formed, the revocable permit shall be issued to the Sage Court residents); such permit shall grant the right to the association to maintain and operate what is locally known as "Putnam Park," pursuant to the terms of such permit. The City shall create the legal description of

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"Putnam Park." The Sage Court residents shall not be required to pay a fee for the issuance of such revocable permit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION



by: Mark Achen date: 9-7-94
Mark Achen, City Manager

TEST:
by: Stephanie Nye date: 9-7-94
Stephanie Nye, City Clerk

by: William D. Merkel date: 9-1-94
William Merkel, Developer

by: John I. Gordon date: 8/26/94
John I. Gordon

by: Sharon A. Gordon date: 8/26/94
Sharon A. Gordon

by: Michael R. Heuton date: 8/25/94
Michael R. Heuton

by: Judy M. Heuton date: 8/25/94
Judy M. Heuton

by: William E. Putnam date: 23 August 1994
William E. Putnam

by: Wanda Wray Putnam date: 23 August 1994
Wanda Wray Putnam

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by: Harry K. Webster date: August 23, 1994
Harry K. Webster

by: Ruth H. Webster date: August 23, 1994
Ruth H. Webster

by: Gordon R. Gilbert date: 8/23/94
Gordon R. Gilbert

by: Victoria L. Gilbert date: 8/23/94
Victoria L. Gilbert

by: Mark S. Wilson date: 8/23/94
Mark S. Wilson

by: Virginia B. Wilson date: 8/23/94
Virginia B. Wilson

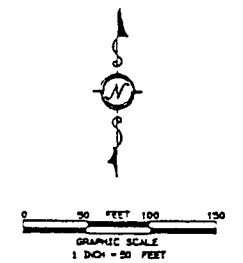
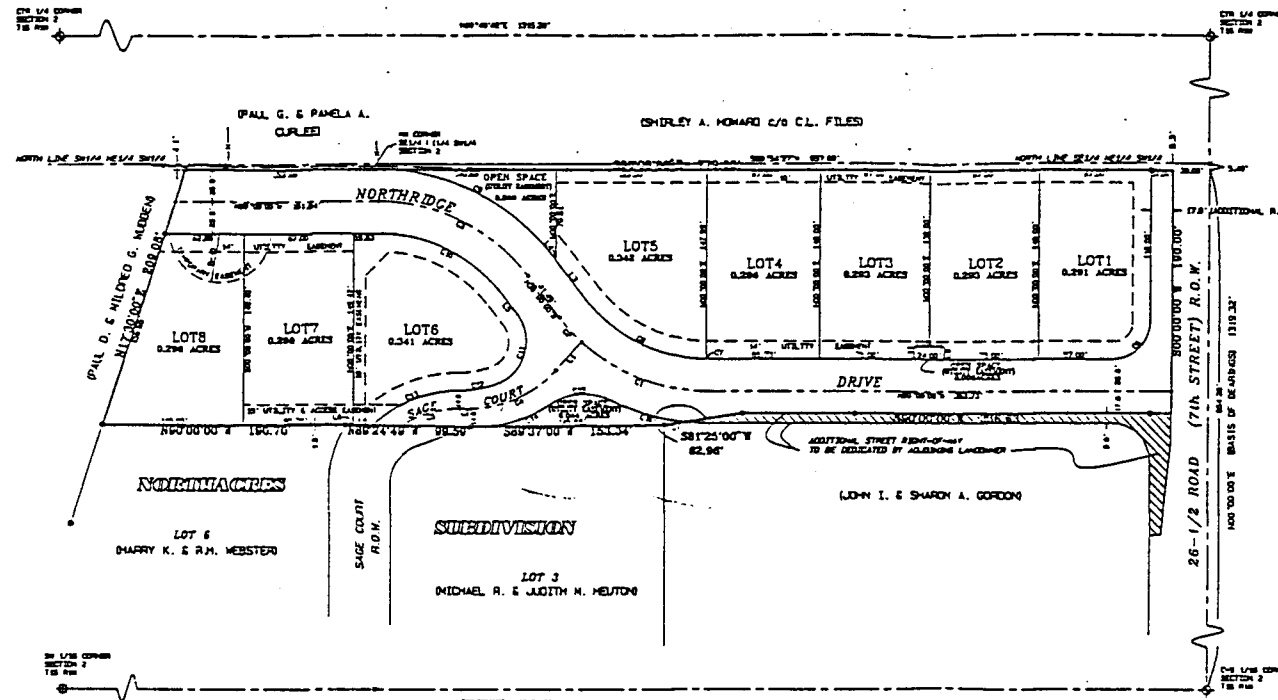
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EXHIBIT J - 1

NORTHACRES REPLAT

REPLAT OF LOTS 1, 2, AND 7, NORTHACRES SUBDIVISION



- ⊕ FOUND NEHA COUNTY SURVEY MONUMENT
- ⊕ FOUND BLM ALUM. CAP - 1988
- ⊕ FOUND PS REBAR
- ⊕ SET PS X 24" REBAR WALLDY CAP THOMPSON-LANGFORD CORP PLS 18480" IN CONCRETE

EXISTING MONUMENTATION ON THE BOUNDARY OF NORTHACRES SUBDIVISION CONSISTENTLY FIT ITS WRITTEN DESCRIPTION AND HAS ACCEPTED AS ORIGINAL FORMING THE BASIS OF THIS SURVEY.

NOTE: DIRECT ACCESS TO SEVENTH STREET FROM LOT 1 IS PROHIBITED.

NOTE: "TEMPORARY EASEMENT" IS A FOR A TEMPORARY OIL-DE-SAC TO REMAIN IN PLACE UNTIL NORTH RIDGE DRIVE IS COMPLETED TO THE WEST.

PROJECT BEGON MARK CHISELED SQUARE ON NORTHWEST HEADWALL WEST SIDE 7TH STREET STATION 24+31.58 (ELEVATION 4645.78) CITY OF S.J. 7TH ST IMPROVEMENTS S/W

LINE/CURVE TABLE

LINE/CHORD BEARING	ARC	RADIUS	DELTA	CHORD
1	108° 00' 00"	200.00	47° 30' 00"	132.80
2	108° 00' 00"	200.00	47° 30' 00"	132.80
3	108° 00' 00"	200.00	47° 30' 00"	132.80
4	108° 00' 00"	200.00	47° 30' 00"	132.80
5	108° 00' 00"	200.00	47° 30' 00"	132.80
6	108° 00' 00"	200.00	47° 30' 00"	132.80
7	108° 00' 00"	200.00	47° 30' 00"	132.80
8	108° 00' 00"	200.00	47° 30' 00"	132.80
9	108° 00' 00"	200.00	47° 30' 00"	132.80
10	108° 00' 00"	200.00	47° 30' 00"	132.80
11	108° 00' 00"	200.00	47° 30' 00"	132.80
12	108° 00' 00"	200.00	47° 30' 00"	132.80
13	108° 00' 00"	200.00	47° 30' 00"	132.80
14	108° 00' 00"	200.00	47° 30' 00"	132.80
15	108° 00' 00"	200.00	47° 30' 00"	132.80
16	108° 00' 00"	200.00	47° 30' 00"	132.80
17	108° 00' 00"	200.00	47° 30' 00"	132.80
18	108° 00' 00"	200.00	47° 30' 00"	132.80
19	108° 00' 00"	200.00	47° 30' 00"	132.80
20	108° 00' 00"	200.00	47° 30' 00"	132.80
21	108° 00' 00"	200.00	47° 30' 00"	132.80
22	108° 00' 00"	200.00	47° 30' 00"	132.80
23	108° 00' 00"	200.00	47° 30' 00"	132.80
24	108° 00' 00"	200.00	47° 30' 00"	132.80
25	108° 00' 00"	200.00	47° 30' 00"	132.80
26	108° 00' 00"	200.00	47° 30' 00"	132.80
27	108° 00' 00"	200.00	47° 30' 00"	132.80
28	108° 00' 00"	200.00	47° 30' 00"	132.80
29	108° 00' 00"	200.00	47° 30' 00"	132.80
30	108° 00' 00"	200.00	47° 30' 00"	132.80

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NORTHACRES REPLAT
 REPLAT OF LOTS 1, 2, & 7
 NORTHACRES SUBDIVISION

SECTION: 39(1/4) 32 | TOWNSHIP: 13 | RANGE: 17 | MERIDIAN: 17E

THOMPSON-LANGFORD CORPORATION
 529 25 1/2 ROAD - # B-210
 Grand Junction CO 81505 (303) 243-6067

Drawn By: JST | Checked By: DMS | Job No.: 0202-001

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 Original
 Do NOT Repl
 From Office

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STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Michael R. Heuton and Judy A. Heuton.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Address

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Harry K. Webster and Ruth H. Webster.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Address

Handwritten initials/signature