

STA72340

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: STATE OF COLORADO, STATE DEPARTMENT OF HIGHWAYS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PURCHASE OF PARCELS 13, 13A AND 13B STATE HIGHWAY 340 (WEST), PROJECT SU0340 (2), INSTR NO. 4310A

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1972

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested
Yes No

Date
August 1, 1972

To: (From:) Dave Hickman From: (To:) R. N. Gray, City Manager

Subject: State Highway Offer on City Shop Property *DLND*

Today a Mr. Leonard Hayes, Right of Way Agent for the local Division of State Highways called on me to make a proposal for the three parcels of property that they wish to acquire for the widening and improvement of Highway 340.

The three parcels total .85 acres, or 37,026 sq. ft. Mr. Hayes informed me that their land appraiser had put a value of 29¢ per sq. ft. on all the property in this project which works out for our taking at \$10,754.00. In addition they will be taking certain trees, gravel and the concrete cradles under the asphalt tanks for which they will pay us an additional \$2,846.00, for a grand total of \$13,600.00

In addition, they have received a quote from South House Movers to move the asphalt tanks, quonset hut, and other pipe materials in the acquired area to the north on our property for a total of \$1,860.00. This figure includes the replacing of the cinder block south wall of the present quonset hut which cannot be moved. We have the option of either doing this work ourselves and receiving a check for the \$1,860.00, or they will have this work done.

It would seem that if we take this proposal, we would have the additional expense of having the new concrete cradles formed and poured in the new location since we have already received damages for the old ones.

I told Mr. Hayes that I would take this to the City Council at their meeting on August 16, for their authorization of the sale. I would appreciate your reviewing this proposal and if you have any questions contacting Mr. Hayes at the local State Highway Division Office, and having these agreement forms either as now prepared, or in a revised form, so that I can present them to the City Council Wednesday evening, August 16.

I should also add that the existing chain link fence will be replaced on our new property line by the State Highway contractor at the time of the road construction.

cc - Harvey Rose
cc - Neva Lockhart

STATE DEPARTMENT OF HIGHWAYS

CHAS. E. SHUMATE

EXECUTIVE DIRECTOR

DIVISION OF HIGHWAYS
LAURENCE C. BOWER
CHIEF ENGINEER



DISTRICT 3
R. A. PROSENCE
DISTRICT ENGINEER

STATE OF COLORADO

P.O. BOX 2107-606 SO. 9TH ST. • GRAND JUNCTION, COLO. 81501 • (303) 242-2862

RELOCATION NINETY DAY NOTICE

PROJECT: *SU 0340(2)*
PARCEL: *13, 13-A, & 13-B*
NAME: *City of Grand Jct.*
DATE: *8-1-72*

Dear *Mr. Gray*:

Inasmuch as your apartment, residence, farm or place of business is needed for highway purposes and negotiations for this parcel were started *August 1, 1972*, the State stands ready to offer you relocation assistance and payments.

The brochure given you by the highway representative describes these services and payments and will inform you of the appeal procedures in the event you are dissatisfied with the amount determined on any payment.

If you are eligible for payments and have complied satisfactorily with all requirements, you will receive a payment within approximately 30 days after filing a claim.

Due to the construction or right of way acquisition scheduled for the above mentioned project, it becomes necessary that you vacate all improvements located on the above numbered parcel which will be acquired from you as an owner or from your landlord.

In order to cause you as little inconvenience as possible, you will not be required to vacate your home or business prior to 90 days from the date of this letter. You will be notified of a specified date at least 30 days prior to the date it is necessary for you to vacate.

If you have any further questions in regard to relocation, the highway representative will be glad to discuss them with you.

Very truly yours,

District Engineer

By *Leonard L. Hayes*

STATE DEPARTMENT OF HIGHWAYS

CHAS. E. SHUMATE

EXECUTIVE DIRECTOR

DIVISION OF HIGHWAYS
LAURENCE C. BOWER
CHIEF ENGINEER



COLORADO STATE PATROL
COL. G. R. CARREL, CHIEF

STATE OF COLORADO
4201 EAST ARKANSAS AVENUE • DENVER, COLORADO 80222 • (303) 757-9011

PROJECT NO. SU 0340 (2) LOCATION Grand Jct.-West PARCEL NO. 13
13-A
13-B

August 1, 19 72

Richard Gray, Grand Jct. City Manager
City Hall, 5th and Road Ave.
Grand Jct., Colorado 81501

Dear Mr. Gray:

This letter confirms a verbal offer made to you by the undersigned on this date for the purchase of Parcel No. 13, 13-A, & 13-B, of Highway Project No. SU 0340 (2).

The total amount of the offer, including compensation for the land to be acquired from you, for any improvements which may be on the land, and any damages to remaining land, is \$ 13,600.00.

Very truly yours,

R. A. Prosenice
District Engineer

By Leonard L. Hayes
Right of Way Agent

RIGHT OF WAY
TO BE ACQUIRED
FROM

LOT NO. 13
ST. 126+ TO STA. 132+

CITY OF GRAND JUNCTION
a MUNICIPAL CORPORATION

FOR

PROJECT NO. SU-0340 (2)
SECTION - WEST

STATE HIGHWAY NO. 340

DESCRIPTION

A tract or parcel of land No. 13 of the State Department of Highways, Division of Highways, State of Colorado, Project No. SU-0340 (2) containing 0.706 acres, more or less, in part of Lot 3, part of Block 3 in Grand River Subdivision of Section 15, Township 1 South, Range 1 West, of the Ute Principal Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the north line of Lot 11, Block 3 of the Grand River Subdivision from which the E 1/16 corner of Section 15, T. 1 S., R. 1 W. bears N. 59° 09' E. a distance of 1,393.9 feet;

1. Thence S. 69° 13' W. a distance of 532.5 feet to the center of the Colorado River;
2. Thence S. 32° 53' E. along the center line of the Colorado River a distance of 47.3 feet, to the northerly right of way line of S.H. No. 340 (September, 1971);
3. Thence N. 70° 10' E. along the aforementioned right of way line a distance of 248.9 feet to the east line of Lot 1 of Block 3 of the Grand River Subdivision;
4. Thence N. 0° 02' E. along the east line of Lot 1 of Block 3 a distance of 8.5 feet, to the NE corner of Lot 1 of Block 3 of the Grand River Subdivision;
5. Thence N. 89° 58' W. along the north line of Block 3 a distance of 138.3 feet, more or less, to the point of beginning.

The above described parcel contains 0.706 acres, more or less.

RIGHT OF WAY
TO BE ACQUIRED
FROM

PARCEL NO. 13-A
STA. 132+ TO STA. 133+

CITY OF GRAND JUNCTION,
a MUNICIPAL CORPORATION

FOR

PROJ. NO. SU-0340 (2)
GRAND JUNCTION - WEST

STATE HIGHWAY NO. 340

DESCRIPTION

A tract or parcel of land No. 13-A of the State Department of Highways, Division of Highways, State of Colorado, Project No. SU-0340 (2) containing 0.072 acres, more or less, in Lot 2 of Block 4 of the Grand River Subdivision of Section 15, Township 1 South, Range 1 West, of the Ute Principal Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at the SW corner of Lot 2 of Block 4 of the Grand River Subdivision from which the E 1/16 corner of Sec. 15, T. 1 S., R. 1 W. bears N. 58° 50' 30" E. a distance of 1,265.9 feet;

1. Thence S. 89° 58' E. along the south line of Lot 2 a distance of 25.0 feet to the SE corner of Lot 2;
2. Thence N. 0° 02' E. along the east line of Lot 2 a distance of 125.1 feet to the NE corner of Lot 2;
3. Thence N. 89° 58' W. along the north line of Lot 2 a distance of 25.0 feet to the NW corner of Lot 2;
4. Thence S. 0° 02' W. along the west line of Lot 2 a distance of 125.1 feet, more or less, to the point of beginning.

The above described parcel contains 0.072 acres, more or less.

SOLORADO
S 32° 53' E

LOT 3,
Sec. 15

GRAND

P.O.B. 13A
Tie: E 1/16 Cor. Sec. 15
bears N58°50'30"E
1265.9'

$\Delta = 5^{\circ}50' L.$
 $D = 2^{\circ}00'$
 $T = 145.97'$
 $L = 291.67'$
 $R = 2865.0'$

MAIN

126+230

Metal Tanks
w/Conc. Cradles
Quonset Hut
532.5'

Maintenance
Yard

P.C. 132+03.4

West Street

P.T. 134+95.1

125

N 69° 13' E

S.H. 340

DETAIL "B"

(Suspended Lines)

P.S.Co.
4" Blk. I.P. Gas

RIVER
CHANNEL

Old
Abutment
w/25'
Wingwall

48" Storm
Sewer

P.O.B. 13
Tie: E 1/16 Cor. Sec. 15
131+55.5

Street Sign
Stop Sign

P.O.B. 14 & 15
Tie: E 1/16 Cor. Sec. 15
bears N62°02'30"E
1130.1'

School Buildings

W. Main

P.I. 133+49.4

Storm Drain

Rock
Retaining Wall

House

House

House

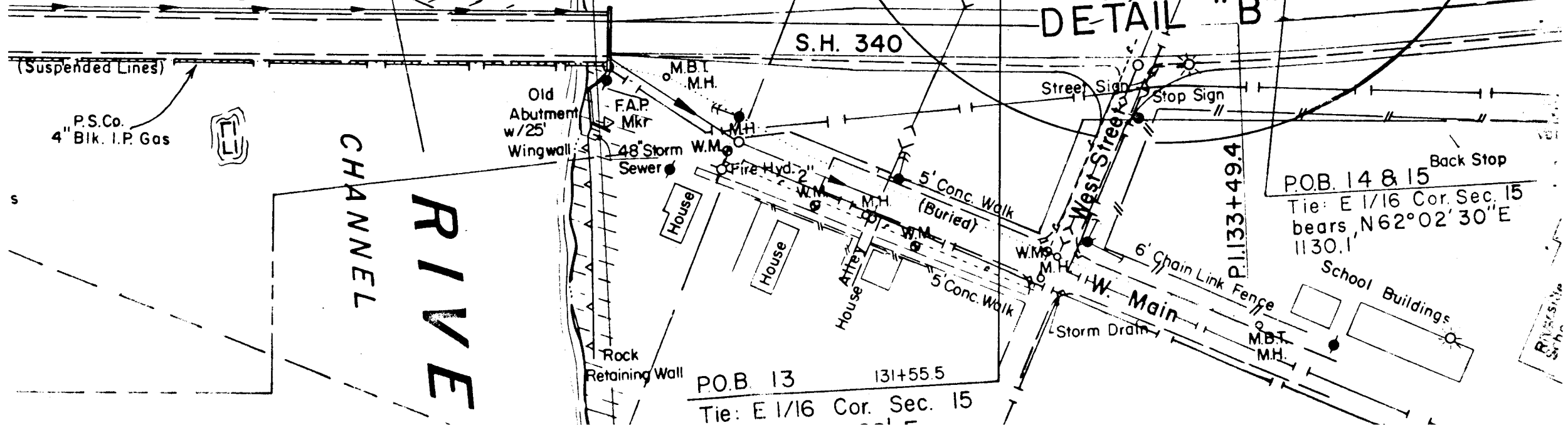
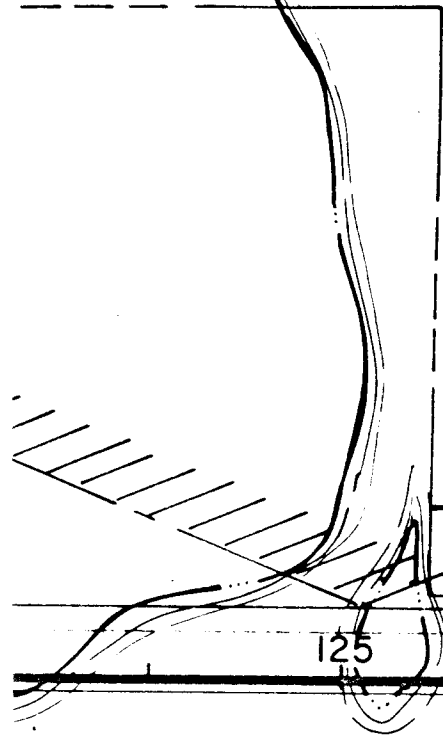
House

M.B.T.
M.H.

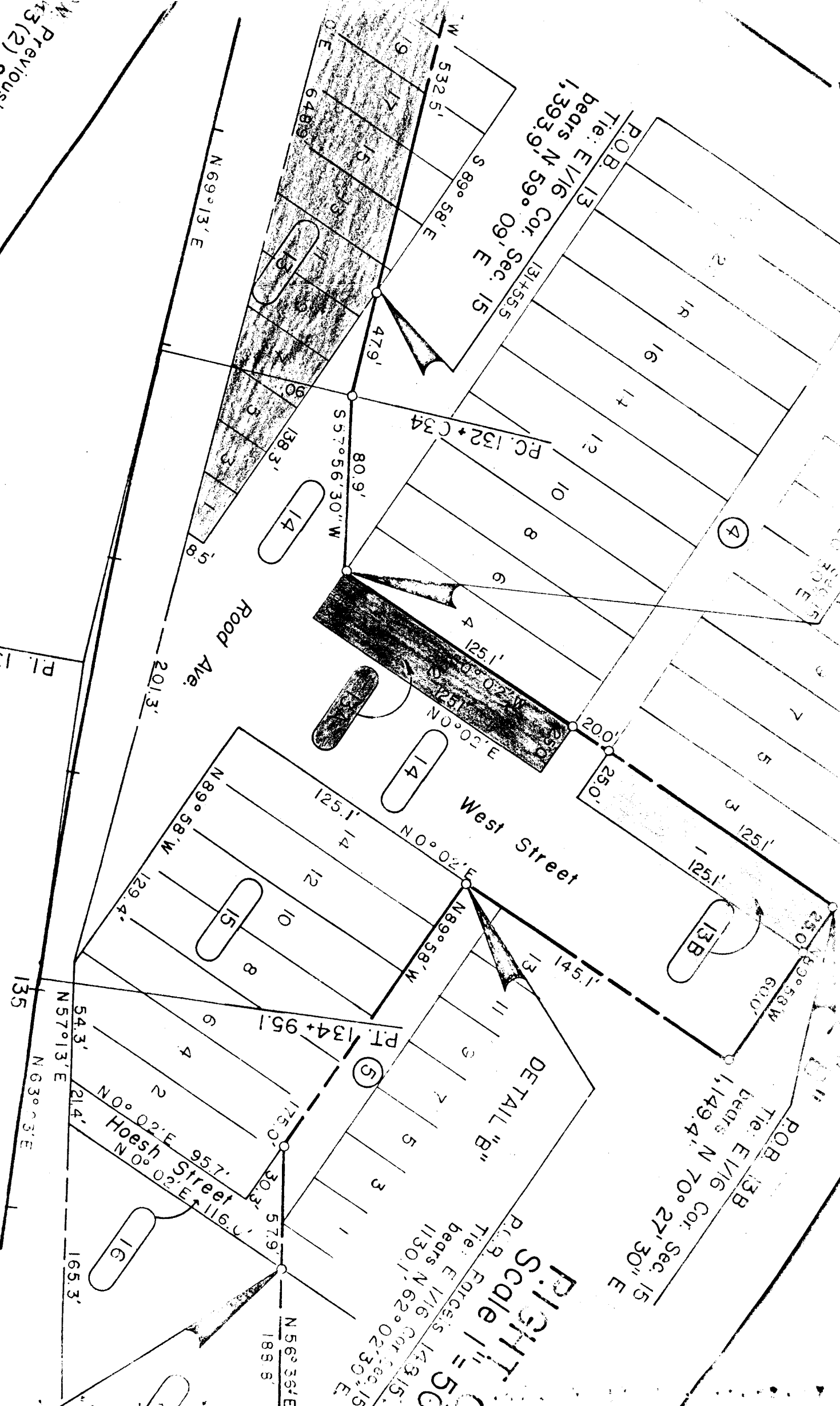
House

Shed
Conc.
Found.

House



Previously Purchased
F.A.G.M. 1933(2) &



P.O.B. 13
Tie: E 1/16 Cor. Sec. 15
Bears N 59° 09' E
1,393.9'

P.C. 132 + (34)

West Street

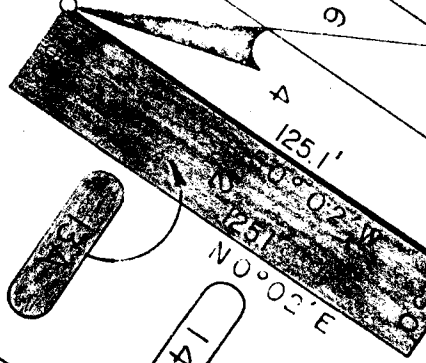
P.T. 134 + 95.1
N 0° 02' E 95.7'
N 0° 02' E 116.4'
Hoesh Street

DETAIL "B"

RIGHT
Scale 1" = 50'
P.O.B. 13B
Tie: E 1/16 Cor. Sec. 15
Bears N 70° 27' 30" E
1,149.4'

P.O.B. 13B
Tie: E 1/16 Cor. Sec. 15
Bears N 70° 27' 30" E
1,149.4'

Road Ave.



30
N
1
E
1
1

PROJECT SU 0340(2)
LOCATION Grand Jct. - West
PARCEL(S) 13, 13A, & 13B

STATE DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAYS, STATE OF COLORADO
4201 East Arkansas Avenue
Denver, Colorado 80222

CLOSING STATEMENT AND RECEIPT

I, the undersigned, do hereby certify that on this date I delivered to

R. N. Gray, Grand Junction City Manager

Highway Warrant No. 2-891463, in the amount of \$ 13,600.00,
in full compliance with the terms of:

Memorandum of Agreement dated August 17, 1972
 Relocation Claim Form dated _____

for the above mentioned project and parcel(s).

Date Sept. 13, 1972 Richard Mangum Sr. Eng Tech.
Title

I, the undersigned, named in the Memorandum of Agreement or Claim Form
dated August 17, 1972, referred to above, do hereby
acknowledge receipt of Highway Warrant No. 2-891463, in the amount
of \$ 13,600.00, issued to me in full compliance with the terms of said
Agreement or Claim Form.

Date Sept. 13, 1972 R. N. Gray
City Mgr.

Memorandum of AGREEMENT

DEPARTMENT OF HIGHWAYS, STATE OF COLORADO
DIVISION OF HIGHWAYS

PROJECT NO. SU 0340(2)
LOCATION Grand Jct.-West
PARCEL NO 13, 13-A, & 13-B
STATION 126+ TO STATION 134+
STATE HWY NO. 340 COUNTY Mesa

AGREEMENT has been reached this 17 day of August, A.D., 19 72, between the owner or owners of the above designated parcel or parcels, herein collectively called the VENDOR, and the DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, herein called the DEPARTMENT, for the purchase of said parcel or parcels.

The amounts of money to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

FOR LAND:	Sq. Ft. Acres GROSS, less	Sq. Ft. Acres in present road, or	0.850	Sq. Ft. Acres NET	\$ 10,754.00
FOR IMPROVEMENTS:	Trees, gravel, and concrete cradles				2,846.00
FOR DAMAGES:					
GROSS TOTAL					\$ 13,600.00
LESS CREDIT FOR SALVAGE RETAINED BY VENDOR					
NET TOTAL					\$ 13,600.00

OTHER CONDITIONS: **Possession will not be required until payment has been tendered.**

(IF ADDITIONAL SPACE IS REQUIRED, ATTACH SHEET HERE)

THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

- Taxes and Special Assessments, if any, delinquent from former years, Taxes and Special Assessments for the current year and all unpaid balances on Special Assessments payable in future years, shall be paid by the Vendor;
- Except where the taking here involved is total or where the parcel is located within the incorporated limits of a city, town or other governmental entity prohibiting oil, gas, or other mineral exploration, any conveyance made pursuant to this agreement shall reserve to the Vendor all minerals, including oil and gas, in and under the premises to be conveyed as per the language of the Department's standard mineral reservation clause;
- The Vendor hereby agrees that the compensation herein provided to be paid, includes full compensation for his interest, either present or future, and the interests of all life-tenants, remaindermen, reversioners, lienors and lessees of the Vendor and any and all other interests, legal or equitable, that are ~~advertising sign leases, except interests of lessees under~~
- This Memorandum embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as herein contained;
- This Agreement shall be deemed a Contract extending to and binding upon the parties hereto, and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns, but only when the same shall have been approved by one of the following, on behalf of the Department: Suprv. Right of Way Engr., Sr. Right of Way Engr., Distr. Engr., Asst. Distr. Engr., Distr. Const. Engr., Asst. Chief Engr. or Chief Engr.

Of the total amount of compensation hereinabove agreed upon, the sum of \$ 13,600.00 shall be paid upon the execution and delivery of a good and sufficient:

- | | | | |
|-------------------------------------|---|--------------------------|----------|
| <input type="checkbox"/> | SPECIAL WARRANTY DEED WITH MINERAL RESERVATION | <input type="checkbox"/> | EASEMENT |
| <input checked="" type="checkbox"/> | SPECIAL WARRANTY DEED WITHOUT MINERAL RESERVATION | <input type="checkbox"/> | RELEASE |
| <input type="checkbox"/> | QUIT-CLAIM DEED WITH MINERAL RESERVATION | <input type="checkbox"/> | |
| <input type="checkbox"/> | QUIT-CLAIM DEED WITHOUT MINERAL RESERVATION | <input type="checkbox"/> | |
| <input type="checkbox"/> | ACCESS DEED | <input type="checkbox"/> | |

The sum of \$ _____, estimated to be the amount of accrued taxes, shall be paid Vendor upon proof such taxes have been paid.
The balance of the compensation, amounting to \$ _____, shall be paid upon compliance of Vendor with the terms hereof.

Please order Warrant in the amount of \$ 13,600.00, payable to City of Grand Junction

as their interests may appear.

The terms of this Agreement are understood and assented to by us, and payment is to be made in accordance with the above. It is further understood and agreed that except as noted or specified above, IMMEDIATE POSSESSION of said premises, and the right to enter thereon, is HEREBY GRANTED the Department and its authorized Agents and Contractors.

The undersigned hereby certify that we have no interest, financial or otherwise, in the property involved in this agreement.

DEPARTMENT OF HIGHWAYS, STATE OF COLORADO (DISTRICT NO. 3)
DIVISION OF HIGHWAYS

CITY OF GRAND JUNCTION

By: Leonard L. Hayes
RIGHT OF WAY AGENT
Approved for payment as above:

by R. N. Gray
R. N. Gray, City Manager

RIGHT OF WAY ENGINEER
B. A. Provence
DISTRICT ENGINEER - ASSISTANT DISTRICT ENGINEER

Attest: Neva B. Loghart
City Clerk

- DISTRIBUTION -

- 1. WHITE TO STAFF R.O.W. OFFICE
- 2. GREEN TO SURVEYS & PLANS
- 3. PINK TO VENDOR
- 4. BLUE TO RES. ENGINEER
- 5. GOLDENROD TO R.O.W. AGENT
- 6. YELLOW TO DISTRICT
- 7. WHITE TO DISTRICT

VENDOR

CLAIM FOR MOVING EXPENSE

CLAIM MUST BE FILED WITHIN 18 MONTHS OF DATE OF MOVE. PLEASE PRINT OR TYPE

TYPE OF CLAIM (Check One)

BUSINESS SELF MOVE ACTUAL COST ROOM COUNT FIXED MOBILE HOME

TO (DISTRICT ADDRESS)

PROJECT NO.

SU 0340(2)

PARCEL NO.

13, 13A, 13B

LOCATION

Grand Junction - West

COUNTY

Mesa

1. NAME & ADDRESS OF CLAIMANT

2. ADDRESS MOVED TO

City of Grand Junction
City Shops
Grand Junction, Colorado

Apt. No. _____ Mobile Home Space No. _____ Apt. No. _____ Mobile Home Space No. _____

3. MOVERS NAME & LOCATION

4. DISTANCE MOVED _____ MILES

5. IF CLAIMING A FIXED PAYMENT FOR A MOBILE HOME, CHECK THE WIDTH, ALSO ADD \$200.00 DISLOCATION.

NOTE: IF YOU ARE A TENANT CONSULT THE DISTRICT HIGHWAY OFFICE BEFORE MAKING A CLAIM.

WIDTH OF MOBILE HOME _____ FT. FIXED SCHEDULE \$ _____ PLUS \$ _____ = \$ _____ TOTAL

6. IF CLAIMING A ROOM-COUNT FIXED PAYMENT

NUMBER OF ROOMS _____ FIXED SCHEDULE AMOUNT \$ _____ PLUS \$ _____ = \$ _____ TOTAL

7. AMOUNT OF CLAIM

MOVING	\$ 1,860.00
STORAGE	\$ _____
TEMPORARY LODGING	\$ _____
TOTAL CLAIM	\$ 1,860.00

I CERTIFY that I have vacated, or will vacate, the State acquired property and that I have not submitted any other claim for, or received, reimbursement or compensation for any item of expense in this claim and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all information submitted herewith or included herein is true and correct. I understand that in addition to the penalty provided by State Law, falsification of any item in this claim as submitted herewith may result in forfeiture of the entire claim.

DATE OF CLAIM 2/17/72

CLAIMANT'S SIGNATURE [Signature]
City Manager

MOVER TO BE PAID DIRECT YES _____ NO

SPACED BELOW TO BE COMPLETED BY DIVISION OF HIGHWAYS

I CERTIFY that I have examined this claim, and substantiating documentation, and have found it to conform to the applicable provisions of state law.

THIS CLAIM IS APPROVED AND PAYMENT IS AUTHORIZED AS FOLLOWS

TOTAL PAYMENT \$ 1,860.00

AUTHORIZED SIGNATURE [Signature] DATE 2/17/72

[Signature]
STAFF RIGHT-OF-WAY REVIEW AND APPROVAL FOR PAYMENT

KNOW YOUR ENDORSER - REQUIRE IDENTIFICATION

NOTICE

by endorsement to meet the eligibility and residency criteria.

Approval of use by person to endorse for another (except officers of

Pay To: 1ST Nat. Bank in G.T.

City of Grand Jct.

by: *Bill Day*, City Mgr.

~~South~~ *House* *Number* *One*.

City *and* *South*

Project No. SU 0340(2)
Location: Grand Jct.-West
Parcel: 13

Date Sept. 13, 1972

To: First National Bank in Grand Junction,
Escrow Agent
Grand Junction, Colorado

The undersigned hereby deposits with you, in escrow, State Highway Warrant No. 2-892854, made payable to City of Grand Junction and South House Movers, Inc., in the amount of One Thousand Eight Hundred Sixty and 00/100 Dollars (\$1,860.00).

Upon receipt of the first letter from the Division of Highways, State of Colorado, you will be authorized to release the amount shown in that letter, to South House Movers, Inc. Please send that amount by check and registered mail to the following address:

South House Movers, Inc.
3180 E Road
Grand Junction, Colorado 81501

A letter confirming that this check has been mailed and received should be delivered or mailed to the undersigned within three days of your confirmation that this check has been received.

Upon receipt of the second letter from the Division of Highways, State of Colorado, you will be authorized to release the remainder of Highway Warrant No. 2-892854. This check should be mailed by registered mail to South House Movers, Inc. at the above address.

Please deliver or mail, to the undersigned, your letter confirming that the remainder of Highway Warrant No. 2-892854 has been mailed and received by South House Movers, Inc.

A statement of your fees as escrow agent, in quintuplicate, should be mailed to the undersigned within three days of closing in escrow.

DIVISION OF HIGHWAYS
STATE OF COLORADO

By B. A. Prosser
District Engineer

By Leonard L. Hays
Prin. Engr. Tech.

The terms of the within escrow are assented to, and delivery of the escrow funds may be made in accordance therewith.

FIRST NATIONAL BANK IN
GRAND JUNCTION

By _____

CITY OF GRAND JUNCTION, COLORADO

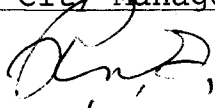
MEMORANDUM

Reply Requested
Yes No

Date

August 1, 1972

To: (From:) Dave Hickman From: (To:) R. N. Gray, City Manager

Subject: State Highway Offer on City Shop Property 

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I should also add that the existing chain link fence will be replaced on our new property line by the State Highway contractor at the time of the road construction.

cc - Harvey Rose
cc - Neva Lockhart

CITY - TOWN
MAINTENANCE CONTRACT

This Contract made and entered this 7th day of October, 1953, by and between THE STATE HIGHWAY COMMISSION OF COLORADO, a body corporate acting for and on behalf of THE DEPARTMENT OF HIGHWAYS, hereinafter called the "Department", and the City - ~~Town~~ (strike one) of Grand Junction, hereinafter called the "City".

IT IS HEREBY AGREED; (1) The City hereby agrees to maintain 2.667 miles of State Highway No. 4 and 340 within the city limits, being State Patrol No. 03-02-26, together with any other portions of State Highways brought within the city limits hereafter by annexation, from and after ~~this date~~ until this Contract shall have been terminated. Dec. 31, 1953,

(2) This Contract may be terminated by either party upon thirty (30) days notice by the other party, sent by registered, prepaid mail. It shall be subject to renegotiation not oftener than quarterly.

(3) As used herein the word "maintenance" shall mean: All of the maintenance duties of the Department under S. B. 170, 1953 General Assembly, including removal of snow, sanding and salting; cutting of weeds and grasses within Department's portion of right of way (between outer curbs, or between right of way fences or other appurtenances, whichever is the lesser area); cleaning and repairing of ditches and drainage structures (but storm sewers shall not be deemed to be part of the Department's duty); patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating of the roadways, including the shoulders, and including damage caused by ordinary washouts; painting of bridges, other structures and highway appurtenances; other work to preserve the roadways and appurtenances (including fences) with minor repairs to safeguard the traveling public; to make safe by warning and/or repair any dangerous condition from any cause. The Department will reconstruct portions of highways destroyed by major disasters, fires, floods, Acts of God, and those portions which cannot be safely or economically maintained; as it shall determine and have funds available; the City shall promptly give notice to the Department of the existence of any of said portions of highway.

(4) The City shall maintain the said highways in accordance with the standards established by the Department for State Highways of similar type with similar use. The interpretation of the Department's District Engineer, or his representative, respecting maintenance standards shall control and he shall approve the City's work and statements.

(5) The City shall advise the District Engineer of the Department's signs and regulatory devices in need of repair and the Department will maintain them.

(6) In consideration of the foregoing, the Department agrees to pay the City the sum of EIGHT HUNDRED ----- Dollars per mile for approved work per year, payable in monthly installments upon receipt of the City's statement.

(7) This Agreement shall be effective on and after Dec. 31, 1953 and all agreements between the said City and the Department for maintenance of State Highways are hereby terminated, effective Dec. 31, 1953, except those agreements which are specifically made effective on and after said date. This Agreement is executed under the authority of Senate Bill 170, 1953 General Assembly and by virtue of a resolution passed at a meeting of the City or Town Council held on October 7th, 1953, a certified copy of which is attached hereto.

30300
T.M. 1

4 Copies
1/12 Each Mo.
Report.

Distribution:

- Executed Original:
 - 1 City
 - 1 Dep't Controller
- Copies by Denver Office:
 - 1 Maint. Eng'r.
 - 3 Dist. Eng'r
 - 1 Laboratory

Approved as to form
James T. Fowler
City Attorney

CITY OR TOWN COUNCIL OF

Grand Junction, COLORADO

By W.D. Joyce
City Manager

THE STATE HIGHWAY COMMISSION OF COLORADO,
a body corporate acting for the use and benefit of THE DEPARTMENT OF HIGHWAYS FOR THE STATE OF COLORADO

By Mark U. Watrous
MARK U. WATROUS
Chief Engineer

CITY - TOWN
MAINTENANCE CONTRACT

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IT IS HEREBY AGREED; (1) The City hereby agrees to maintain 1.506 miles of State Highway No. 6 within the city limits, being State Patrol No. 03-02-26, together with any other portions of State Highways brought within the city limits hereafter by annexation, from and after ~~this date~~ until this Contract shall have been terminated. Dec. 31, 1953,

(2) This Contract may be terminated by either party upon thirty (30) days notice by the other party, sent by registered, prepaid mail. It shall be subject to renegotiation not oftener than quarterly.

(3) As used herein the word "maintenance" shall mean: All of the maintenance duties of the Department under S. B. 170, 1953 General Assembly, including removal of snow, sanding and salting; cutting of weeds and grasses within Department's portion of right of way (between outer curbs, or between right of way fences or other appurtenances, whichever is the lesser area); cleaning and repairing of ditches and drainage structures (but storm sewers shall not be deemed to be part of the Department's duty); patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating of the roadways, including the shoulders, and including damage caused by ordinary washouts; painting of bridges, other structures and highway appurtenances; other work to preserve the roadways and appurtenances (including fences) with minor repairs to safeguard the traveling public; to make safe by warning and/or repair any dangerous condition from any cause. The Department will reconstruct portions of highways destroyed by major disasters, fires, floods, Acts of God, and those portions which cannot be safely or economically maintained; as it shall determine and have funds available; the City shall promptly give notice to the Department of the existence of any of said portions of highway.

(4) The City shall maintain the said highways in accordance with the standards established by the Department for State Highways of similar type with similar use. The interpretation of the Department's District Engineer, or his representative, respecting maintenance standards shall control and he shall approve the City's work and statements.

(5) The City shall advise the District Engineer of the Department's signs and regulatory devices in need of repair and the Department will maintain them.

(6) In consideration of the foregoing, the Department agrees to pay the City the sum of ONE THOUSAND -----, Dollars per mile for approved work per year, payable in monthly installments upon receipt of the City's statement.

(7) This Agreement shall be effective on and after Dec. 31, 1953, and all agreements between the said City and the Department for maintenance of State Highways are hereby terminated, effective Dec. 31, 1953, except those agreements which are specifically made effective on and after said date. This Agreement is executed under the authority of Senate Bill 170, 1953 General Assembly and by virtue of a resolution passed at a meeting of the City or Town Council held on Oct 7, 1953, a certified copy of which is attached hereto.

CITY OR TOWN COUNCIL OF
Grand Junction, COLORADO

Distribution:

- Executed Original:
- 1 City
- 1 Dep't Controller
- Copies by Denver Office:
- 1 Maint. Eng'r.
- 3 Dist. Eng'r
- 1 Laboratory

Approved as to form
James F. Grover
City Attorney

By *W.D. Joy*
City Manager

THE STATE HIGHWAY COMMISSION OF COLORADO,
a body corporate acting for the use and
benefit of THE DEPARTMENT OF HIGHWAYS FOR
THE STATE OF COLORADO

By *Mark U. Watrous*
MARK U. WATROUS
Chief Engineer

