

RESOLUTION NO. 85-97

**AUTHORIZING THE SALE AND CONVEYANCE OF CITY PROPERTY
TO WILLIAM H. JOHNSON & MARTHA L. JOHNSON**

WHEREAS, the City of Grand Junction is the owner of that certain real property in the County of Mesa, State of Colorado, commonly known as the Brice property consisting of 11.49 acres of vacant land generally located north of H Road and east of 23-1/2 Road; and

WHEREAS, William H. Johnson and Martha L. Johnson have offered to purchase the said Brice property for a purchase price of \$74,000.00 in accordance with the terms and conditions of the attached *Agreement For The Sale And Purchase of Real Property*; and

WHEREAS, pursuant to City Ordinance No. 2791 and as authorized by the action of the electorate of the City of Grand Junction at the regular municipal election held on April 4, 1995, the above described property is not necessary for governmental purposes and may be sold by the City; and

WHEREAS, the City Council has determined that the sum of \$74,000.00 is a fair and reasonable purchase price for the above described property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager is hereby authorized and directed, on behalf of the City and as the act of the City, to execute the attached *Agreement For The Sale And Purchase of Real Property*, and to additionally sign all documents necessary and appropriate to convey said property to William H. Johnson and Martha L. Johnson; provided, however, that the City shall make no representations or warranties of any kind or nature whatsoever as to the physical condition of the property, including, without limitation, any representations or warranties as to the environmental condition of the property or fitness of the property for any purpose whatsoever.

PASSED and ADOPTED this 17th day of December, 1997.

Attest:

/s/ Earl Payne
President of the City Council Pro Tem

/s/ Stephanie Nye
City Clerk

Notice of Sale by Sealed Bid

Notice is hereby given that the City of Grand Junction, Colorado, will receive sealed bids, submitted on supplied form only, for that certain real property consisting of approximately 11.49 acres of vacant land, commonly known as the "Brice Property", generally located north of H Road and east of 23-1/2 Road in Mesa County, Colorado.

This property is vacant land zoned Agricultural/Forestry/Transitional (AFT) by the County of Mesa. Uses of the property shall be subject to the Zoning and Development Code of the County of Mesa.

The minimum bid amount is **\$73,570.00**. Bids less than this amount will automatically be rejected.

TERMS OF SALE are CASH ONLY. Conveyance to the successful bidder, if any, will be made by Special Warranty Deed. A deposit of ten percent (10%) of the bid amount, in the form of a Cashier's Check made payable to the City of Grand Junction, must accompany all bids. The remaining balance (90%) of the bid amount shall be made payable to the City of Grand Junction in the form of a Cashier's Check at 2:00 o'clock p.m., Grand Junction Time, on Thursday, December 18, 1997.

The property is being sold in its present condition and location with no warranties nor promises as to the fitness of the property for a particular purpose.

Sealed bids must be on a form supplied by the City and received by the City Clerk of the City of Grand Junction no later than 2:00 o'clock p.m., Grand Junction Time, on Monday, December 1, 1997, as follows:

The City of Grand Junction
Attn: City Clerk
250 North 5th Street
Grand Junction, CO 81501-1599

To obtain additional information or a bid form, please contact the City Property Agent at City Hall, 250 North 5th Street in Grand Junction, by telephone at (970) 244-1565, or by Fax at (970) 244-1599.

The City of Grand Junction reserves the right to reject any and all bids and/or offers to purchase the property.

City of Grand Junction, Colorado

Request for Sealed Bids
“Brice Property”

GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMITTAL

1.1 **Submission:** Each bid must be submitted on a form titled “**Agreement For the Sale and Purchase of Real Property**” provided to the Bidder by the City. Each bid shall be placed in a separate sealed envelope clearly marked “**Brice Property Bid**”. Each bid shall be manually signed in ink by a person having the authority to bind the Bidder in a Contract to Buy and Sell Real Estate.

1.2 **Bid Deadline:** The deadline for submitting bids for the purchase of the Brice Property is 2:00 o’clock p.m., Grand Junction Time, on Monday, December 1, 1997.

1.3 **Minimum Acceptable Bid:** The minimum acceptable bid to purchase the Brice Property is \$73,570.00. Bids less than this amount will automatically be rejected.

1.4 **Late Bids:** Late or unsigned bids will not be accepted or considered. It is the Bidder’s responsibility to insure that the bid arrives in the office of the City Clerk prior to expiration of the Bid Deadline.

1.5 **Altering Bids:** Bids cannot be altered or amended after they have been submitted.

1.6 **Withdrawal of Bids:** Bids may not be withdrawn or canceled by the Bidder after they have been submitted.

1.7 **Exclusion:** No oral, telegraphic, telephonic or facsimile bids will be considered.

1.8 **Exceptions:** Bidders taking exception to the bidding specifications shall do so at their own risk; the City reserves the right to accept or reject any or all bids.

1.9 **Award:** All bids meeting the requirements of the City will be presented to the City Council in the City Auditorium at 7:30 o’clock p.m., Grand Junction Time, on Wednesday, December 17, 1997. The successful Bidder, if any, shall be defined as the Bidder who, as determined by the sole discretion of the City Council, will be awarded the right by the City Council to purchase the Brice Property, subject to the contractual requirements of the Agreement For the Sale and Purchase of Real Property.

1.10 **Information Requests:** Requests for information regarding the contents and requirements of this Request for Sealed Bids should be directed to Tim Woodmansee, City Property Agent, at (970) 244-1565.

**AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY
OFFER TO PURCHASE BY SEALED BID ("BRICE PROPERTY")
Minimum Acceptable Bid Amount shall be no less than \$73,570.00**

This Agreement is entered into between the City of Grand Junction, a Colorado home rule municipality (hereinafter referred to as "the City"), and the undersigned,

⇒ **William H. Johnson and Martha L. Johnson,**

(hereinafter referred to as "the Bidder") for the sale and purchase of the herein described real property on the terms and conditions herein provided.

It is Hereby Agreed as Follows:

1. The City agrees to sell to the Bidder, and the Bidder agrees to purchase from the City, upon the terms and for the consideration set forth in this Agreement, certain real property situated in the County of Mesa, State of Colorado, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, said real property being vacant land and hereinafter referred to as "the Brice Property".

2. **Consideration.**

2.1 The Bidder agrees to pay to the City, if the Bidder is successful as that term is more particularly defined herein, at closing as herein set forth, in the form of a Cashier's Check made payable to the City of Grand Junction, the total sum of
⇒ **\$ 74,000.00 U.S. Dollars** ("the Bid") as full payment for the purchase of the Brice Property.

2.2 The Bidder herewith pays to the City, in the form of a Cashier's Check made payable to the City of Grand Junction, as earnest money and part payment for the Brice Property, the amount of
⇒ **\$ 29,000 U.S. Dollars**, ("the Deposit"). The amount of the Deposit shall be equivalent to no less than ten percent (10%) of the Bid. The Deposit shall be held in trust by the Clerk of the City ("the Clerk"). Deposits submitted by unsuccessful bidders shall be released by the Clerk to the unsuccessful bidders, in accordance with the notice provisions of Section 5.11 of this Agreement, on Friday, December 19, 1997. **The Deposit submitted by the "Successful Bidder", as herein defined, is non-refundable.**

⇒ *At this prompt, please print or type appropriate information.*

3. **Bid Deadline - Bid Opening - Award of Bid.**

3.1 The deadline for submitting bids for the purchase of the Brice Property is 2:00 o'clock p.m., Grand Junction Time, on Monday, December 1, 1997, ("the Deadline"). Any Bid(s) submitted to the City after said date and time shall be automatically rejected by the City.

3.2 Bids for the purchase of the Brice Property which have been received by the City on or before the Deadline will be opened by the Clerk in the City Auditorium located at 250 North 5th Street in Grand Junction, beginning at 2:00 o'clock p.m., Grand Junction Time, on Tuesday, December 2, 1997.

3.3 All Bids meeting the requirements of the City as herein provided will be presented to the City Council of the City at the regularly scheduled meeting of the City Council in the City Auditorium on Wednesday, December 17, 1997, at 7:30 o'clock p.m., Grand Junction Time. The Successful Bidder (if any), shall be defined as the bidder who, as determined by the sole discretion of the City Council, will be awarded the right by the City Council to purchase the Brice Property, subject to contractual requirements of this Agreement.

4. **Closing Instructions.**

4.1 On or before 2:00 o'clock p.m., Grand Junction Time, on Thursday, December 18, 1997, the Successful Bidder (if any) shall deposit with the Clerk, in the form of a Cashier's Check made payable to the City of Grand Junction, the full amount of the Bid minus the amount of the Deposit ("the Remaining Balance"). The Successful Bidder's Deposit together with the Remaining Balance shall be placed by the City Clerk into an escrow account, established for the purpose of this transaction, with the City Finance Director.

4.2 Subject to payment or tender by the Bidder of the Deposit and the Remaining Balance, and subject to compliance by the Bidder with the other terms and provisions hereof, the City agrees to, on or before 5:00 o'clock p.m., Grand Junction Time, on Thursday, December 18, 1997, deposit with the City Finance Director a fully executed Special Warranty Deed naming the Successful Bidder as Grantee.

4.3 Closing shall occur, if at all, at 2:00 o'clock p.m., Grand Junction Time, on Friday, December 19, 1997, in the office of the Director of Finance at 250 North 5th Street, Grand Junction, Colorado.

⇒ *At this prompt, please print or type appropriate information.*

4.4 The Bidder, if successful, requests title to the Brice Property be named as follows:

⇒ **William H. Johnson and Martha L. Johnson**

Please check below if applicable:

- As Joint Tenants
- As Tenants in Common
- As an Individual
- Other (please specify above)

5. **Additional Provisions.**

5.1 In the event the Bidder is successful, as determined by the sole discretion of the City Council, this Agreement shall become a Contract between the Bidder and the City and shall inure to the benefit of the successors and assigns of both parties.

5.2 The remaining provisions all assume that the Bidder has been named the Successful Bidder as defined in Section 3.3 of this Agreement.

5.3 The Successful Bidder agrees that the Successful Bidder's Deposit shall be **NON-REFUNDABLE**. In the event the Successful Bidder unilaterally fails to comply with any or all terms and conditions of this Contract, the Deposit shall be forfeited by the Successful Bidder and retained by the City.

5.4 (a) The Successful Bidder agrees to pay all recording fees, documentary fees, excises or transfer or conveyance taxes, or other real estate transaction taxes or fees by whatever name known, and in any event it is expressly understood and agreed that the net proceeds received by the City from the transaction shall not be less than **Seventy Three Thousand Five Hundred Seventy and 00/100 Dollars (\$73,570.00)**.

5.5 The Successful Bidder acknowledges that the Brice Property has been removed from the Assessed Property rolls in the County of Mesa. The Successful Bidder further acknowledges and agrees to accept full responsibility for the payment of all property taxes and assessments accruing after closing.

⇒ *At this prompt, please print or type appropriate information.*

5.6 Possession of the Brice Property shall be delivered to the Successful Bidder at the time that the Special Warranty Deed is filed for record with the office of the Mesa County Clerk and Recorder.

5.7 (a) The Successful Bidder understands and acknowledges that the City represents itself under this Contract and that the City shall not be obligated to pay any claim under the transaction herein contemplated which is associated with real estate brokerage commissions or finder's fees;

(b) the Successful Bidder agrees to defend, indemnify and hold the City harmless from any claim for real estate brokerage commissions or finder's fees asserted by any party as a result of negotiations, dealings or representation claimed to have been conducted between the City and the Successful Bidder by any person.

5.8 (a) The Successful Bidder agrees that the Successful Bidder has inspected the Brice Property and accepts title to the Property in its present condition and location;

(b) The Successful Bidder agrees that the condition of the Brice Property is sufficient for the purposes of the Successful Bidder;

(c) The Successful Bidder acknowledges, understands and agrees that the City makes no warranties nor promises of any kind whatsoever as to the fitness of the Brice Property for a particular purpose, including, without limitation, any representations or warranties as to the environmental and/or geologic or subsurface condition(s) of the Property.

(d) The Successful Bidder acknowledges, understands and agrees that it is the Successful Bidder's sole responsibility to ensure that any use of the Brice Property as contemplated by the Successful Bidder complies with the Zoning and Development Code of the County of Mesa and any and all other applicable laws, rules or regulations.

(e) The provisions of paragraph 5.8 together with the subparagraphs thereof shall survive the closing and transfer of title to the Brice Property.

5.9 The Successful Bidder may obtain a policy of title insurance at the Successful Bidder's own expense.

5.10 Notwithstanding any termination of this Contract, the City and the Successful Bidder agree that, in the event of any controversy regarding the Deposit and other things of value, the Clerk shall not be required to take any action but may await any legal or dispute resolution proceeding, or at said Clerk's option and discretion, may interplead all parties and the Deposit and other things of value into a court of competent jurisdiction.

⇒ *At this prompt, please print or type appropriate information.*

5.11 All notices or other communications between the parties shall be in writing delivered by facsimile transmission, personally by hand, courier service or express mail, or by first class mail, postage prepaid at the following addresses:

To the City: City of Grand Junction
Attn: Property Agent
250 North 5th Street
Grand Junction, CO 81501
Tel: (970) 244-1565
Fax: (970) 244-1599

⇒ To the Bidder: **William H. Johnson**
719 24-1/4 Road
Grand Junction, Colo. 81505
Tel: (970) 245-5274
Fax:

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or express mail, when delivered; or (c) if transmitted by facsimile, when confirmation of transmission is had. The parties may, by notice as provided above, designate a different address to which notice shall be given.

5.12 In the event of any litigation arising out of this Contract, the City and the Successful Bidder each agree that each shall pay its own costs and expenses, including attorney's fees.

5.13 This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

5.14 This Contract shall constitute the entire agreement between the City and the Successful Bidder, and any prior understanding or representation of any kind preceding award by the City Council shall not be binding upon either party.

⇒ *At this prompt, please print or type appropriate information.*

5.15 The Successful Bidder affirmatively states that the Successful Bidder has read and understands the instructions contained in the preceding **Notice of Sealed Bid Sale** and **General Instructions and Conditions for Submittal** attached hereto and incorporated herein by reference as if fully set forth.

5.16 The Successful Bidder affirmatively states that the Successful Bidder has obtained the advice of the Successful Bidder's own legal and tax counsel.

5.17 The City Council of the City of Grand Junction reserves the right to reject any and all Bids.

Bidder(s):

⇒ _____ Date ⇒ _____ Date

⇒ _____ Date ⇒ _____ Date

Accepted by the City of Grand Junction this _____ day of _____, 1997:

Attest:

For the City of Grand Junction,
a Colorado home rule municipality

Stephanie Nye, City Clerk

Mark K. Achen, City Manager

⇒ *At this prompt, please execute signature(s) and date as appropriate.*

EXHIBIT "A"

A parcel of land situate in the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 29, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being a portion of that parcel of land described in Book 2312 at Page 908 of the records of the Mesa County Clerk and Recorder, and being more particularly described as follows, to wit:

Commencing at a found Mesa County Survey Monument in place for the South 1/4 corner of said Section 29, whence a found Mesa County Survey Monument in place for the Southeast corner of said Section 29 bears N 89°58'43" E a distance of 2635.40 feet, with all bearings contained herein being relative thereto; thence N 00°03'14" W along the North-South centerline of said Section 29 a distance of 1319.69 feet to a found Mesa County Survey Monument in place for the Center-South 1/16 corner of said Section 29; thence continuing along said North-South centerline, N 00°02'59" W a distance of 1319.76 feet to a found Mesa County Survey Monument in place for the Center 1/4 corner of said Section 29; thence N 89°59'02" E along the East-West centerline of said Section 29 a distance of 33.00 feet to the **True Point of Beginning** of the parcel described herein; thence N 89°59'02" E along said East-West centerline a distance of 627.11 feet to the Northeast corner of the NW 1/4 NW 1/4 SE 1/4 of said Section 29; thence S 00°01'28" E along the East line of said NW 1/4 NW 1/4 SE 1/4 a distance of 659.87 feet to the Southeast corner of said NW 1/4 NW 1/4 SE 1/4; thence S 00°01'28" E along the East line of the SW 1/4 NW 1/4 SE 1/4 of said Section 29 a distance of 138.44 feet to a point; thence S 89°59'01" W along a line 138.44 feet South of and parallel with the north line of said SW 1/4 NW 1/4 SE 1/4 a distance of 626.76 feet to a point; thence N 00°02'59" W along a line 33.00 feet East of and parallel with the North-South centerline of said Section 29 a distance of 798.32 feet to the Point of Beginning, containing 11.49 acres, more or less,

SUBJECT TO the reservation by the City of a perpetual easement for the operation, maintenance and repair of the Grand Valley Mainline Canal over the above described property, said perpetual easement being more particularly described as follows:

Commencing at the Mesa County Survey Marker set for the Center 1/4 Corner of said Section 29; thence N 89°59'02" E along the East-West center line of said Section 29 a distance of 148.74 feet to the **True Point of Beginning** of said perpetual easement; thence continuing along the East-West center line of said Section 29, N 89°59'02" E a distance of 30.16 feet; thence leaving said East-West center line and along the Northerly Bank of the Grand Valley Canal the following four (4) courses and distances:

1. S 41°07'49" E a distance of 80.48 feet;
2. 260.30 feet along the arc of a non tangent curve to the left having a radius of 352.11 feet, a central angle of 42°21'22", and a long chord bearing S 61°06'44" E a distance of 254.41 feet;
3. S 78°41'57" E a distance of 64.12 feet;
4. 143.26 feet along the arc of a non tangent curve to the left having a radius of 706.73 feet, a central angle of 11°36'52", and a long chord bearing S 86°27'03" E a distance of 143.02 feet

to a point which is the intersection of the Northerly Bank of the Grand Valley Canal with the East line of the NW1/4 NW1/4 SE1/4 of said Section 29;

thence S 00°01'28" E along the East line of the NW1/4 NW1/4 SE1/4 of said Section 29 a distance of 25.50 feet to a point on the Southerly Bank of the Grand Valley Canal;

thence along the Southerly Bank of the Grand Valley Canal the following three (3) courses and distances:

1. 148.63 feet along the arc of a non tangent curve to the right having a radius of 1042.02 feet, a central angle of 08°10'20", and a long chord bearing N 86°51'57" W a distance of 148.50 feet;
2. 354.93 feet along the arc of a non tangent curve to the right having a radius of 402.48 feet, a central angle of 50°31'37", and a long chord bearing N 63°28'08" W a distance of 343.54 feet;
3. N 39°02'13" W a distance of 88.65 feet to the Point of Beginning.

AND ALSO SUBJECT TO the reservation by the City of a perpetual easement for the installation, operation, maintenance and repair of a maintenance road for the Grand Valley Canal and for trails purposes for non-motorized public use, said perpetual easement being more particularly described as follows:

Commencing at the Mesa County Survey Marker set for the Center 1/4 Corner of said Section 29; thence N 89°59'02" E along the East-West center line of said Section 29 a distance of 95.88 feet to the **True Point of Beginning** of said perpetual easement;

thence leaving said East-West center line and along the Southerly boundary of the perpetual easement herein reserved the following six (6) courses and distances:

1. S 36°46'16" E a distance of 115.70 feet;
2. 69.38 feet along the arc of a non tangent curve to the left having a radius of 95.72 feet, a central angle of 41°31'30", and a long chord bearing S 49°27'28" E a distance of 67.87 feet;
3. S 55°58'32" E a distance of 101.30 feet;
4. 291.20 feet along the arc of a non tangent curve to the left having a radius of 631.88 feet, a central angle of 26°24'17", and a long chord bearing S 76°08'57" E a distance of 288.63 feet;
5. N 87°02'41" E a distance of 44.13 feet;
6. N 76°27'46" E a distance of 36.26 feet to a point on the East line of the NW1/4 NW1/4 SE1/4 of said Section 29;

thence N 00°01'28" W along the East line of the NW1/4 NW1/4 SE1/4 of said Section 29 a distance of 21.39 feet;

thence along the Southerly Bank of the Grand Valley Canal the following three (3) courses and distances:

1. 148.63 feet along the arc of a non tangent curve to the right having a radius of 1042.02 feet, a central angle of 08°10'20", and a long chord bearing N 86°51'57" W a distance of 148.50 feet;
2. thence 354.93 feet along the arc of a non tangent curve to the right having a radius of 402.48 feet, a central angle of 50°51'37", and a long chord bearing N 63°28'08" W a distance of 343.54 feet;
3. N 39°02'13" W a distance of 88.65 feet to a point on the North line of the NW1/4 NW1/4 SE1/4 of said Section 29;

thence S 89°59'02" W along the North line of the NW1/4 NW1/4 SE1/4 of said Section 29 a distance of 52.86 feet to the Point of Beginning.

AND ALSO SUBJECT TO that certain Power of Attorney, including the terms and conditions thereof, recorded April 13, 1995, in Book 2138 at Page 835 in the office of the Mesa County Clerk and Recorder;

AND ALSO SUBJECT TO that certain Easement granted to the Grand Junction Drainage District by instrument recorded January 10, 1996, in Book 2199 at Page 525 in the office of the Mesa County Clerk and Recorder;

AND ALSO SUBJECT TO all rights-of-ways and easements of record or in use.