

RESOLUTION NO. 141-99

**AMENDING THE LEASE OF CITY PROPERTY TO
CLIFFORD V. DAVIS AND JUDY L. DAVIS**

WHEREAS, by that certain Ranch Lease dated May 10, 1990, the City leases to Clifford V. Davis and Judy L. Davis that certain real property commonly known as the Somerville Ranch; and

WHEREAS, pursuant to Resolution No. 42-99 passed by the City Council on the 7th day of April, 1999, the City and the United States Bureau of Land Management have entered into an Agreement to Initiate Land Exchanges whereby the ownership of certain City property currently leased to Clifford V. Davis and Judy L. Davis will be transferred to the United States of America; and

WHEREAS, in accordance with the attached Amendment to Ranch Lease, Clifford V. Davis and Judy L. Davis have agreed to relinquish any and all interests they may have in and to the following described City property so that the same may be conveyed to the United States of America, to wit:

Township 1 South, Range 2 East of the Ute Meridian

- Section 10: the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and also
Section 11: the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 12: the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 13: the Northwest $\frac{1}{4}$ (NW $\frac{1}{4}$) and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Except beginning at the Southeast corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 13, thence South 577 feet, thence N 88°00'00" W 529 feet, thence N 40°00'00" W 585 feet, thence N 19°00'00" W 131 feet, thence N 72°00'00" E 300 feet, thence South 105 feet to the Southwest corner of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13, thence East 660 feet to the Point of Beginning, and also

Township 2 South, Range 1 East of the Ute Meridian

- Section 1: The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and also

Township 2 South, Range 2 East of the Ute Meridian

- Section 4: Lot 3, Except the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$), the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$), and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (SE $\frac{1}{4}$ NW $\frac{1}{4}$),

all in the County of Mesa, State of Colorado; and

WHEREAS, in accordance with the attached Amendment to Ranch Lease, the City has agreed to lease to Clifford V. Davis and Judy L. Davis, under the same terms and conditions of that certain Ranch Lease dated May 10, 1999, the following described property which the United States of America will convey to the City, to wit:

Township 2 South, Range 2 East of the Ute Meridian

- Section 1: the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and also

Section 10: the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (NW $\frac{1}{4}$ SE $\frac{1}{4}$), and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 15: the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ (W $\frac{1}{2}$ NW $\frac{1}{4}$), and also

Township 12 South, Range 97 West of the 6th Principal Meridian

Section 30: Lot 11, Lot 13 and Lot 14, and also

Township 12 South, Range 98 West of the 6th Principal Meridian

Section 12: Lot 13, and also
Section 13: Lot 4, and also
Section 14: Lot 5, and also
Section 25: the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$ SE $\frac{1}{4}$),

all in the County of Mesa, State of Colorado; and

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

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized to executed the attached Amendment to Ranch Lease with Clifford V. Davis and Judy L. Davis.

PASSED and ADOPTED this 1st day of December, 1999.

Attest:

/s/ Gene Kinsey
President of the City Council

/s/ Stephanie Nye
City Clerk

AMENDMENT TO RANCH LEASE

THIS AMENDMENT TO RANCH LEASE is made and entered into this _____ day of _____, 1999, by and between the City of Grand Junction, a Colorado home rule municipality ("City"), and Clifford V. Davis and Judy L. Davis, ("Lessees").

Recitals

A. By that certain Ranch Lease dated May 10, 1990 ("Ranch Lease"), the City leases to Lessees, and Lessees lease from the City, that certain real property in the County of Mesa, State of Colorado, commonly known as the "Somerville Ranch."

B. The City has entered into an Agreement to Initiate Land Exchanges with the United States Bureau of Land Management whereby the United States of America has agreed to convey certain properties to the City and the City has agreed to convey certain properties, in which Lessees may have leasehold or other interests, to the United States of America.

C. The City and Lessees each desire to amend the Ranch Lease by deleting certain properties from and adding certain properties to said Ranch Lease.

NOW, THEREFORE, in consideration of the recitals above and the mutual terms, covenants and conditions contained herein, the City and Lessees hereby agree as follows:

1. Contemporaneous with the transfer of title as contemplated by that certain Agreement to Initiate Land Exchanges between the City and the United States Bureau of Land Management, Lessees hereby relinquish and convey to the City any and all interests Lessees may have in and to the following described real property, to wit:

Township 1 South, Range 2 East of the Ute Meridian

Section 10: the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and also
Section 11: the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 12: the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 13: the Northwest $\frac{1}{4}$ (NW $\frac{1}{4}$) and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Except beginning at the Southeast corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 13, thence South 577 feet, thence N 88°00'00" W 529 feet, thence N 40°00'00" W 585 feet, thence N 19°00'00" W 131 feet, thence N 72°00'00" E 300 feet, thence South 105 feet to the Southwest corner of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13, thence East 660 feet to the Point of Beginning, and also

Township 2 South, Range 1 East of the Ute Meridian

Section 1: The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and also

Township 2 South, Range 2 East of the Ute Meridian

Section 4: Lot 3, Except the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$), the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$), and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (SE $\frac{1}{4}$ NW $\frac{1}{4}$),

all in the County of Mesa, State of Colorado.

2. Contemporaneous with the transfer of title as contemplated by that certain Agreement to Initiate Land Exchanges between the City and the United States Bureau of Land Management, the City hereby leases to Lessees, under the same terms, covenants, conditions and restrictions contained in the Ranch Lease, the following described real property, to wit:

Township 2 South, Range 2 East of the Ute Meridian

Section 1: the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SE $\frac{1}{4}$ NE $\frac{1}{4}$), and also
Section 10: the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (NW $\frac{1}{4}$ SE $\frac{1}{4}$), and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$ SW $\frac{1}{4}$), and also
Section 15: the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ (W $\frac{1}{2}$ NW $\frac{1}{4}$), and also

Township 12 South, Range 97 West of the 6th Principal Meridian

Section 30: Lot 11, Lot 13 and Lot 14, and also

Township 12 South, Range 98 West of the 6th Principal Meridian

Section 12: Lot 13, and also
Section 13: Lot 4, and also
Section 14: Lot 5, and also
Section 25: the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$ SE $\frac{1}{4}$),

all in the County of Mesa, State of Colorado.

3. All other terms, covenants, conditions, restrictions, duties and obligations as more particularly set forth in the Ranch Agreement shall remain the same.

Dated the day and year first above written.

Attest:

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

City Clerk

City Manager

Lessees:

Clifford V. Davis

Judy L. Davis