

**RESOLUTION NO. 118-00**

**A RESOLUTION ACCEPTING, ADOPTING AND AFFIRMING THE CONTRACT TO BUY AND SELL REAL AND PERSONAL PROPERTY BETWEEN THE CITY OF GRAND JUNCTION AND STEPHEN D. MCCALLUM AND BOBETTE D. MCCALLUM AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AS AN OFFICIAL ACT OF THE CITY OF GRAND JUNCTION**

**Recitals:** The City and Stephen D. McCallum and Bobette D. McCallum have jointly negotiated a contract for the sale of a portion of the River Road Trail which has been co-owned by these parties.

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

That the City Council finds and determines that the purchase of that portion of River Road Trail, in the public interest and furthers the interest of the City and that City Manager Kelly Arnold is hereby authorized to sign the contract between the City of Grand Junction and Stephen D. McCallum and Bobette D. McCallum.

PASSED AND ADOPTED this 15th day of November, 2000.

Attest:

/s/ Gene Kinsey  
President of the Council

/s/ Stephanie Nye  
City Clerk



**PROPERTY DESCRIPTION**

An undivided 50% interest in the following described property:

A parcel of land situated in the NW1/4 SE1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the East line of that parcel of land described in an instrument recorded in Book 1482 at Page 196 of the Mesa County records, whence the aluminum cap marker "Thompson Langford Corp PLS 18480" for the Center-north one-sixteenth corner of said Section 9 bears North 00°03'42" East, a distance of 821.45 feet, (all bearings herein are relative to South 89°56'21" West between said C-N 1/16 corner and the B.L.M. aluminum cap marker at the Center one-quarter corner of said Section 9);

Thence continuing along said East line, South 00°03'42" West to the North bank of the Colorado River;  
Thence along the North bank of the Colorado River, northwesterly to the West line of said parcel of land described in Book 1482 at Page 196;

Thence along said West line, North 00°01'19" East to a point which is four feet northerly of the north edge of the Blue Heron Trail as constructed;

Thence along a line that is generally four feet northerly of the north edge of the Blue Heron Trail, the following ten courses:

- 1) South 87°26'16" East, a distance of 224.62 feet;
- 2) South 88°30'42" East, a distance of 56.21 feet;
- 3) South 85°51'30" East, a distance of 216.64 feet;
- 4) 106.90 feet along the arc of a 231.30 foot radius tangent curve to the right, through a central angle of 26°28'46", with a chord bearing South 72°37'07" East, a distance of 105.95 feet;
- 5) South 59°22'44" East, a distance of 48.21 feet;
- 6) 55.56 feet along the arc of a 132.71 foot radius tangent curve to the left, through a central angle of 23°59'12", with a chord bearing South 71°22'20" East, a distance of 55.15 feet;
- 7) South 83°21'56" East, a distance of 59.27 feet;
- 8) 59.01 feet along the arc of a 93.24 foot radius tangent curve to the right, through a central angle of 36°15'54", with a chord bearing South 65°13'59" East, a distance of 58.03 feet;
- 9) South 47°06'02" East tangent to said curve, a distance of 69.89 feet;
- 10) 26.81 feet along the arc of a 347.83 foot radius tangent curve to the left, through a central angle of 4°24'58", with a chord bearing South 49°18'30" East, a distance of 26.80 feet to the Point of Beginning.

**CONTRACT TO BUY AND SELL REAL ESTATE**

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Hangar One, LLC, hereinafter collectively referred to as "the Seller."

1. Subject to the provisions set forth herein, the City hereby agrees to purchase the Property, described with more particularity in Exhibit "A," and the Seller agrees to sell the Property upon the terms and conditions stated herein.

2. The purchase price for the Property shall be \$60,000.00 USD plus \$6785.00 USD for drainage improvements, described in Exhibit "B," payable at closing. The City and the Seller each agree to pay their own closing costs.

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3. The purchase price shall include the Property, free and clear of all taxes, special assessments, liens and encumbrances. All prior promises, as set forth in the letter attached to this agreement as Exhibit "B" shall be satisfied through this agreement.

4. Despite anything to the contrary stated elsewhere in this contract or the deed of the Property to the City, Seller shall pay when due the property taxes on the Property for the year 2000 to the date of closing.

5. An ownership and encumbrance report (O&E), has been furnished to the City at the Seller's expense.

6. The date of closing and delivery of deed shall be December 15, 2000. The hour and place of closing shall be as designated by the parties. Changes in time, place and date may be made with the consent of both the Seller and the City.

7. Title shall be merchantable in the Seller, except as stated in this paragraph and in paragraphs 8 and 9. Subject to payment or tender as above provided and compliance by the City with the other terms and provisions hereof, the Seller shall execute and deliver a good and sufficient special warranty deed to the City on the date of closing or, by mutual agreement, at an earlier date, conveying the Property free and clear of: all taxes, including, but not limited to, the estimated general property taxes which have accrued as of the date of closing; all liens for special improvements installed as of the date of the City's signature hereon, whether assessed or not; all liens and encumbrances.

8. Except as stated in paragraphs 7 and 9, if title is not free and clear of liens and encumbrances and written notice of defect(s) is given by the City to the Seller on or before date of closing, the Seller may use reasonable effort to correct said defect(s) prior to date of closing. If the Seller fails to correct said defect(s) on or before date of closing, at the Seller's option and upon written notice to the City on or before date of closing, the date of closing may be extended

for a period not to exceed thirty (30) days for the purpose of correcting said defect(s). Except as stated in paragraph 9, if title is not rendered free and clear of liens and encumbrances as provided in this paragraph 8, after the 30 day extension, at the City's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to the City.

9. Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or any other source. Provided, however, at the option of either party, if the total indebtedness secured by liens on the Property exceeds the purchase price, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to the City.

10. Real property taxes for the year of closing, based on the most recent levy and assessment, if any, shall be apportioned to date of delivery of deed; such apportionment shall be considered final settlement.

11. Possession of the Property shall be delivered to the City without leases or tenancies, on date of deed delivery. If the Seller fails to deliver possession on the date herein specified, the Seller shall be subject to eviction and shall be liable for a daily rental of \$100.00 until possession is delivered.

12. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF THE CITY IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by the City and retained on behalf of the Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES, and (except as provided in subparagraph (c)) are the Seller's SOLE AND ONLY REMEDY for the City's failure to perform the obligations of this contract. The Seller expressly waives the remedies of specific performance and additional damages;

(b) IF THE SELLER IS IN DEFAULT, the City may elect to treat this contract as (1) terminated, in which case all payments and things of value received hereunder shall be returned to the City and the City may recover such damages as may be proper, or (2) being in full force and effect and the City shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expense, including attorneys' fees.

13. All notices or other communications between the parties hereto shall be delivered by United States Certified Mail, return receipt requested, and shall be deemed served upon the receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City: c/o City Attorney  
250 North 5th Street  
Grand Junction, CO 81501-2668

To the Seller: Hangar One, LLC  
c/o Richard Krohn  
744 Horizon Court, Suite 300  
Grand Junction, CO 81506

14. This contract embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and authorized assigns of both parties.

15. This Agreement shall be governed and construed by the laws of the State of Colorado. Venue shall be in Mesa County, Colorado.

16. The Seller and the City have each obtained the advice of their own legal and tax counsel.

CITY OF GRAND JUNCTION, COLORADO  
Purchaser

\_\_\_\_\_  
Kelly Arnold, City Manager

Dated: \_\_\_\_\_

Purchaser's Address & Telephone: c/o City Property Agent, 250 North 5th Street,  
Grand Junction, Colorado 81501  
(970) 244-1565

receiving party as of the date of mailing indicated on the postal receipt, addressed as follows:

To the City: c/o City Attorney  
250 North 5th Street  
Grand Junction, CO 81501-2668

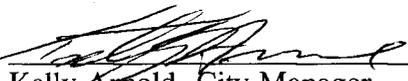
To the Seller: Hangar One, LLC  
c/o Richard Krohn  
744 Horizon Court, Suite 300  
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City of Grand Junction, Colorado  
Purchaser

  
\_\_\_\_\_  
Kelly Arnold, City Manager

Dated: 12/15/00

Purchaser's Address & Telephone: c/o City Property Agent, 250 North 5th Street,  
Grand Junction, Colorado 81501.  
(970) 244-1565

Acceptance By Seller:  
Hangar One, LLC

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Seller's Address:

Acceptance By Seller:

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HANGAR ONE, LLC, a Colorado limited liability company

By   
Stephen D. McCallum, Member

Dated: 12/15/00

By   
Bobette B. McCallum, Member

Dated: 12/15/00

Seller's Address: 1551 Independent Avenue, Grand Junction, CO 81505

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RESERVING AND RETAINING TO Grantor, for the use by Grantor and Grantor's heirs, successors and assigns, of a non-exclusive easement for ingress, egress and drainage purposes along the West 30.0 feet of the real property hereby conveyed.

**SKYLINE**  
**CONTRACTING, INC.**  
1100 Stone Ave., Grand Junction, CO 81502  
Tel: (970) 434-9121 Fax: (970) 434-2951

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PROPOSAL

November 7, 2000

To: TPI Industrial  
Attn: Steve McCallum  
1551 West Independent Ave.  
Grand Junction, CO 81502  
Ph (970) 243-4642  
Fax (970) 242-5330

Re: 24-3/4 & River Road, Culvert Project

Skyline Contracting, Inc. is pleased to provide you with a quotation to perform the following work for the 24-3/4 and River Road culvert project. A detailed breakdown of scope of work and cost is as follows:

1. 36" RCP Culvert - Furnish and install 45 LF of 36" RCP, Class 3, storm water piping. Price also includes placing 15 CY of rip rap at outlet, traffic control, and 120 SF of asphalt replacement.

Total Cost	\$6,785.00
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NOTES:

1. Construction staking, layout, compacting testing, permits, fees and bonds are not included.

Respectfully Submitted,

Michael A. Kellcher  
President, Skyline Contracting, Inc.

JWC: jc  
File: 24-3/4 and River Road - TPI

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION



# City of Grand Junction Parks and Recreation Department

December 17, 1999

Mr. Steve McCallum  
2504 Hwy. 6 & 50  
Grand Junction, CO 81505

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Subject: Drainage of Tract Adjacent to Riverfront Trail

Dear Mr. McCallum,

The Grand Junction Parks and Recreation Department will agree to install a pipe of adequate diameter and length under the Riverfront Trail at a low point on the tract in question and allow surface storm runoff to the river side of the trail. In return, you have agreed to dedicate, to the City of Grand Junction a tract of property, upon which the existing trail is constructed. As a minimum, the dedicated tract should include the entire trail width and additional shoulder width of approximately 4' on each side. I realize that you are interested in dedicating all of the property form above the trail, including the 4' shoulder and down to the river. This type of arrangement would appear to be satisfactory with the department.

The City will continue to provide it's standard level of-maintenance along the trail corridor and will reestablish the area following the disturbance caused by installing the pipe. On going maintenance of the actual pipe, inlet, exit and flow paths of the pipe will be the responsibility of the owner of the property being drained. Prior to installation of the pipe, it will be necessary to meet on the site and determine where would be the most appropriate location for the pipe.

Thank you very much for your consideration and interest in helping to continue the Grand Valley's Riverfront Trail system. Please call me if you have any questions, my number is 970.244.3868.

Best regards,



Shawn W. Cooper, ASLA  
Park Planner  
City of Grand Junction

SG

cc: Joe Stevens, Director  
Tim Woodmansee, Property Agent