

CITY OF GRAND JUNCTION MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL

April 18, 1990

The City Council of the City of Grand Junction, Colorado, convened in regular session the 18th day of April, 1990, at 7:30 p.m. in the City/County Auditorium at City Hall. Those present were John Bennett, Bill McCurry, Paul Nelson, Earl Payne, Conner Shepherd, Reford Theobald, and President of the Council R.T. Mantlo. Also present were City Manager Mark Achen, City Attorney Dan Wilson, and City Clerk Neva Lockhart.

President of the Council Mantlo called the meeting to order and Councilman Bennett led in the Pledge of Allegiance.

INVOCATION - Father Steve Prodromides, Saint Nicholas Greek Orthodox Church.

BYRON KAHL, BOY SCOUT TROOP #303, PRESENT EARNING HIS COMMUNICATIONS BADGE

CONSIDERATION OF MINUTES

There being no corrections to the Minutes of the regular April 4, 1990, City Council Meeting, they were approved as submitted.

PROCLAMATION DECLARING MAY 1-7, 1990, AS "RESPECT FOR LAW WEEK"

PROCLAMATION DECLARING MAY 6-12, 1990, AS "DRINKING WATER WEEK" IN THE CITY OF GRAND JUNCTION

REAPPOINT GARY CAMPBELL AND HAROLD O'NEAL TO TWO-YEAR TERMS ON THE CONTRACTOR'S LICENSING BOARD

Upon motion of Councilman Theobald, seconded by Councilman McCurry and carried, Gary Campbell and Harold O'Neal were reappointed to two-year terms on the Contractor's Licensing Board.

ANNOUNCE ONE VACANCY FOR A TWO-YEAR TERM ON THE CONTRACTOR'S LICENSING BOARD

CONSIDERATION OF BIDS - AWARD OF CONTRACTS

Disposal of 48 Drums Hazardous Paint Waste for Traffic Division - MSE Environmental - \$17,600

Print 200,000 Copies of the Visitors and Convention Bureau Lure Piece/Fulfillment Brochure - Sentinel Printing Company - \$30,701

Contract Award on the Jarvis Property Environmental Audit, Phase II - ARIX, a Division of Versar, Inc. - \$42,494.50

Upon motion of Councilman Theobald, seconded by Councilman

Shepherd and carried, bids on the above were accepted and awarded as indicated, and the City Manager was authorized to sign said Contracts.

HEARING #16-90 - REZONE FROM LIGHT INDUSTRIAL (I-1) TO PUBLIC ZONE (PZ) PROPERTY LOCATED AT 215 RICE STREET FOR THE MESA COUNTY JAIL FACILITY - CONTINUED TO MAY 2, 1990, CITY COUNCIL MEETING

Upon motion of Councilman Nelson, seconded by Councilman McCurry and carried, Hearing #16-90 - Rezone from Light Industrial (I-1) to Public Zone (PZ) Property located at 215 Rice Street for the Mesa County Jail Facility was continued for two weeks pending the filing of additional information.

Councilman Nelson explained that in light of the recent developments by the County's announcement that it is purchasing or entering into options to purchase other properties in the general vicinity where the jail facility is proposed, he needs more information from the County on the overall plan before making a decision on this piece of property.

Roy Anderson, Property Manager and also General Project Manager for Mesa County, was present. He was not prepared for Council's action and stated that he needed to know what Council wanted so he could convey that information to the Mesa County Commissioners. He stated that a site plan for all the properties that may be acquired is at least three to four years away.

It was the consensus of Council that it needs a general idea of the overall plan because it sees a much larger impact on the area and other ramifications that it did not consider when the 10-acre tract for the jail facility was all that appeared to be under consideration.

Councilman Theobald pointed out that there are problems between what kind of improvements of infrastructure would be required for a 10-acre site if the 10-acre site is also to include a courthouse, a Sheriff's Office, and other things.

City Manager Achen said the City Council needs some understanding of the County's long-range plan. The City will be responsible for the traffic problems in a very complicated traffic situation, and it needs a traffic plan for the overall, integrated development because the alignment of the current streets in that area makes absolutely no sense in terms of what the development is. He noted that the City's future plans for street improvements may make no sense in terms of what the County plans to do. He suggested that the County's submittal should be very similar to what the City would require of a private developer. A planned development would show the design of the properties and its functioning, how traffic is to flow in and out, and what effect it will have on neighboring properties.

HEARING - APPLICATION BY LATIN ANGLO ALLIANCE FOR A 3.2% BEER

SPECIAL EVENTS PERMIT ON MAY 5, 1990, ON MAIN STREET AT INTERSECTION OF 6TH AND MAIN BETWEEN THE NORTH AND SOUTH ALLEY FOR THE ANNUAL CINCO DE MAYO CELEBRATION - FIRST PERMIT

A hearing was held after proper notice on the application by Latin Anglo Alliance for a 3.2% Beer Special Events Permit to be held on May 5, 1990, from 10:00 a.m. to 12:00 midnight, on Main Street at the intersection of 6th and Main Streets between the north and south alley for the annual Cinco de Mayo Celebration. Maria Loyd was present for the application. There were no opponents, letters, or counterpetitions. Upon motion of Councilman Nelson, seconded by Councilman McCurry and carried, the application was approved.

HEARING - APPLICATION BY GRAND JUNCTION HIGH SCHOOL CLASS OF 1970, INC., FOR A MALT, VINOUS AND SPIRITUOUS LIQUOR SPECIAL EVENTS PERMIT ON JUNE 16, 1990, AT MESA STATE COLLEGE/CAMPBELL COLLEGE CENTER - FIRST PERMIT

A hearing was held after proper notice on the application by Grand Junction High School Class of 1970, Inc., for a Malt, Vinous and Spirituous Liquor Special Events Permit on June 16, 1990, from 6:00 p.m. to 1:00 a.m., at Mesa State College/Campbell College Center. Darrell Clifton was present for the application. There were no opponents, letters, or counterpetitions. Upon motion of Councilman Shepherd, seconded by Councilman McCurry and carried, the application was approved.

ORDINANCE NO. 2474 - GRANTING PERMISSION TO DRIVE GOLF CARTS ON PUBLIC RIGHTS-OF-WAY TO AND FROM GOLF COURSES SUBJECT TO CERTAIN CONDITIONS

Proof of Publication on the above Ordinance proposed for final passage has been received and filed. A copy of the Ordinance was submitted in writing to the City Council prior to the meeting.

Upon motion of Councilman Nelson, seconded by Councilman Theobold and carried, the following entitled proposed ordinance was read by title only: GRANTING PERMISSION TO DRIVE GOLF CARTS ON THE PUBLIC RIGHTS-OF-WAY TO AND FROM GOLF COURSES.

City Attorney Wilson described the following amendments to the originally published proposed ordinance:

1. Limit driving Golf Carts on Horizon Drive - crossing Horizon Drive at intersections only, otherwise driving on Horizon Drive would not be allowed.

2. Deletion of the language that would limit the golf cart operators to refuel the vehicles. It would restrict the operation of the golf carts to and from the course and the home, but limit it as far as fueling. The expectation being that the operators would have to acquire the gasoline in other ways and fuel them up at home.

3. Providing that the City Council by Resolution would establish certain rules, terms, limits and policy language for required insurance.

Mr. Gordon Hines was present and spoke in favor of the proposed ordinance. There were no other comments. Upon motion of Councilman Payne, seconded by Councilman McCurry and carried by roll call vote, the Ordinance was passed and adopted as amended, numbered 2474, and ordered published.

RESOLUTION NO. 33-90 GRANTING AN EASEMENT TO IRVIN RENTALS COMPANY, BEVERLY TALLMAN, REBECCA CLEMENT, AND PAT IRVIN ACROSS CITY-OWNED PROPERTY IN THE VICINITY OF THE WATER TREATMENT PLANT

The following Resolution was presented and read:

RESOLUTION NO. 33-90

CONCERNING THE GRANTING OF AN EASEMENT TO IRVIN RENTALS COMPANY, A PARTNERSHIP, BEVERLY I. TALLMAN, REBECCA I. CLEMENT AND PAT R. IRVIN

WHEREAS, Irvin Rentals Company, a partnership, Beverly I. Tallman, Rebecca I. Clement and Pat R. Irvin (collectively referred to as "Irvin's") have represented that they own, as Tenants in Common, that real property situate in the County of Mesa, State of Colorado, more particularly described as follows ("Irvin Property"):

Beginning at a point 250 feet South of the Northwest corner of the Northeast One-Quarter (NE4) of the Southwest One-Quarter (SW4) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, thence East 250 feet, thence North 170 feet, thence East 175 feet, thence North 80 feet, thence East 655 feet, thence South 360 feet, thence West 1,080 feet, thence North 110 feet to the Point of Beginning; and

WHEREAS, ingress and egress to the Irvin Property requires the use of an unplatted roadway at least part of which is located on City of Grand Junction ("City") property;

WHEREAS, Irvin's have petitioned the City Council of the City for an easement for ingress and egress purposes along the aforementioned existing roadway, which is more specifically described in the attached Exhibit A;

WHEREAS, the City owns real property situated in the County of Mesa, State of Colorado, which property has been known as "Crawford's Tomb" and is described ("Crawford's Tomb") in the attached Exhibit B;

WHEREAS, ingress and egress to Crawford's Tomb requires the use of an unplatted roadway located on the Irvin Property; and

WHEREAS, the City has requested that Irvins grant the City an easement for ingress and egress purposes along the existing roadway located on the Irvin Property which is more specifically described in the attached Exhibit C.

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

That the City Manager is hereby authorized to execute the attached GRANT OF EASEMENT which grants a non-exclusive easement for ingress and egress purposes to Irvins, to provide access to the Irvin Property across the roadway described in the attached Exhibit A; provided, however, that all rights pursuant to this grant are subject to the following conditions:

1. The City makes no warranties concerning the stability, usability, safety or condition of the roadway; the City shall not be held liable or responsible for maintaining, repairing or rebuilding the roadway.

2. Irvins, their invitees, heirs, successors and assigns agree to exercise the rights granted to them with due care, and all damages to persons or property resulting from Irvins, their invitees, heirs, successors or assigns' failure to exercise due care, or other standard of care as may be applicable and not arising from the willful misconduct of the City, shall be paid for or repaired at the sole expense of Irvins, their heirs, successors and assigns.

3. Irvins, on their behalf and on behalf of the owners and/or occupiers of the lands benefited by this grant, agree to indemnify the City, its officers, employees and agents with respect to, and to hold the City, its officers, employees and agents harmless from, any damages or claims for injury to persons or property arising out of this grant which should result from, arise out of or be attributable to the use of the easement by Irvins whether or not such use is permitted hereunder, not arising from the willful misconduct of the City.

4. Irvins, their invitees, heirs, successors or assigns shall only utilize the rights granted to them so that those rights and associated uses do not prohibit or limit the joint use of the roadway by the City, its employees, agents, successors or assigns. The City, its successors or assigns, shall have the right to enter upon the easement area to improve, maintain, repair, and rebuild the roadway, and further, the City shall have the right to prohibit or restrict Irvins' use of the easement area in connection with such right to improve, maintain, repair and rebuild.

5. At such time and in the event the easement shall be abandoned for a period of three (3) years, the property interest of Irvins therein shall immediately terminate and shall thereafter revert to the City, its successors and assigns.

6. The easement is limited to use of the roadway for ingress and egress to no more than three (3) residential dwellings on the Irvin Property.

7. The conditions and provisions contained herein shall constitute a covenant running with the real property described on Exhibit A, the Irvin Property, and the real property immediately adjacent thereto, and shall benefit and be binding upon the City and Irvins and their heirs, successors, transferees and assigns.

8. The City reserves the right to relocate the roadway provided the relocation shall be accomplished only upon the approval of the owners of the Irvin Property, which approval shall not be unreasonably withheld.

The City Manager is authorized to execute the Agreement attached as Exhibit D on behalf of the City which concerns Irvins' grant of a non-exclusive easement for ingress and egress purposes to the City to provide access to Crawford's Tomb across the roadway described in Exhibit C. The City understands that the terms and conditions of the grant of this easement are those terms and conditions set forth in the Agreement attached as Exhibit D.

PASSED and ADOPTED this 18th day of April, 1990.

CITY OF GRAND JUNCTION
a municipal corporation

By: /s/ R. T. Mantlo

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

EXHIBIT A

GRANT OF EASEMENT

THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation whose address is 250 North 5th Street, Grand Junction, of the County of Mesa State of Colorado, for the consideration of TEN DOLLARS (\$10.00) and other valuable consideration is hand paid, hereby sells and grants to IRVIN RENTALS COMPANY, a partnership, BEVERLY I. TALLMAN, REBECCA I. CLEMENT, PAT R. IRVIN, whose address is 130 Bree Avenue, Anchorage, Alaska 99515, the following real property in the County of Mesa and State of Colorado, to wit:

An easement described on the attached Exhibit A;

with all its appurtenances, SUBJECT to the provisions and

agreements contained and referred to in Resolution No. 33-90, passed and adopted by the City Council of the City of Grand Junction on the 18th day of April, 1990.

SIGNED this _____ day of _____, 1990.

CITY OF GRAND JUNCTION
a municipal corporation

By

Mark K. Achen, City Manager

Attest:

Neva B. Lockhart, City Clerk

STATE OF COLORADO)	
	)	SS.
COUNTY OF MESA)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Mark K. Achen as City Manager and Neva B. Lockhart as City Clerk of the City of Grand Junction, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B

An easement to a parcel of land located in Mesa County, Colorado, in the NE4SW4 of Section 26, T1S, R1W of the Ute Meridian, the purpose of which is ingress and egress along an existing roadway 10 feet right and 10 feet left of the following described centerline.

Commencing at the Northwest Corner of said NE4SW4 of Section 26 from whence the Northeast Corner of the NW4SE4 of said Section 26 bears N 90 deg. 00 min. 00 sec. E 2635.89 feet; thence S 26 deg.

40 min. 30 sec. E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road said point being the beginning of a 72.76 feet radius curve to the left, the central angle of which is 42 deg. 18 min. 56 sec. and the chord of which bears N 75 deg. 52 min. 18 sec. E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 feet radius curve to the left, the central angle of which is 80 deg. 41 min. 04 sec. and the chord of which bears N 14 deg. 22 min. 18 sec. E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N 25 deg. 58 min. 14 sec. W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13 deg. 51 min. 54 sec. and the chord of which bears N 19 deg. 02 min. 17 sec. W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N 12 deg. 06 min. 20 sec. W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6 deg. 4 min. 20 sec. and the chord of which bears N 15 deg. 27 min. 00 sec. W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N 18 deg. 47 min. 40 sec. W 178.88 feet to a point from whence said road divides, the east fork of which bears N 12 deg. 11 min. 27 sec. W 76.64 feet to a point which bears S 48 deg. 8 min. 56 sec. E 543.09 feet from said Northwest Corner of the NE4SW4 Section 26, and the west fork of which bears N 42 deg. 15 min. 29 sec. W 98.58 feet to a point which bears S 44 deg. 41 min. 23 sec. E 506.37 feet from said Northwest Corner of the NE4SW4 Section 26.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the proper use, benefit and behalf of the grantees, their heirs, successors and assigns.

EXHIBIT B

DOMINANT ESTATE (aka Crawford's Tomb)

A parcel of real property located in the County of Mesa, State of Colorado, described as follows:

Beginning at the Northwest corner of the NE4SW4 of said Section 26; thence East a distance of 250 feet; thence South a distance of 250 feet; thence West a distance of 250 feet; thence North a distance of 250 feet to the Point of Beginning.

EXHIBIT C

GRANT OF EASEMENT

IRVIN RENTALS COMPANY, a partnership, BEVERLY I. TALLMAN, REBECCA I. CLEMENT, PAT R. IRVIN, whose address is 130 Bree Avenue, Anchorage, Alaska 99515, for the consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, hereby

sells and grants to THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, whose address is 250 North 5th Street, Grand Junction, of the County of Mesa, State of Colorado, the following real property in the County of Mesa and State of Colorado, to wit:

An easement described on the attached Exhibit A;

with all its appurtenances, SUBJECT to the provisions and agreements contained and referred to in Resolution No. 33-90, passed and adopted by the City Council of the City of Grand Junction on April 18, 1990, and an Agreement dated April 18, 1990, between Grantor and Grantee referred to in Resolution No. 33-90 and recorded in the Mesa County Real Property records.

SIGNED this _____ day of _____, 1990.

IRVIN RENTALS COMPANY
a partnership

By

Beverly I. Tallman

Rebecca I. Clement

Pat R. Irvin

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____ as _____ of Irvin Rentals Company, a partnership.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Beverly I. Tallman.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Rebecca I. Clement.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Pat R. Irvin.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

An easement to a parcel of land in the Northeast Quarter (NE4) of the Southwest Quarter (SW4) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the purpose of which is to provide ingress and egress along an existing roadway 20 feet in width, being 10 feet wide and 10 feet left of the following described centerline, to wit:

Commencing at the Northwest corner of the NE4 of the SW4 of said Section 26; thence South along the West line of the NE4 SW4 of said Section 26 a distance of 360 feet; thence East a distance of 356.22 feet to the Point of Beginning; thence N 45 deg. 11 min. 14 sec. W a distance of 2.35 feet; thence N 07 deg. 46 min. 26 sec. W a distance of 23.43 feet; thence N 49 deg. 35 min. 37 sec. W a distance of 129.17 feet, more or less, to a Point of Terminus.

EXHIBIT D

AGREEMENT

THIS AGREEMENT is made as of this 18th day of April, 1990, between IRVIN RENTALS COMPANY, a partnership, BEVERLY I. TALLMAN, REBECCA I. CLEMENT, PAT R. IRVIN (collectively herein referred to as "Irvin's") and the CITY OF GRAND JUNCTION ("City").

RECITALS:

A. Irvin's own the real property described on attached Exhibit 1 ("Irvin Property"). The Irvin Property is immediately adjacent on its south boundary to real property which the Mesa County real property records show is in title to Richard Lough, Rodger Lough, and Lyman Lough ("Lough Property"). The Irvin Property is also immediately adjacent on its northwest corner to real property described on Exhibit 2 owned by the City ("City Property").

B. The City has purchased tax certificates for delinquent taxes that are owed on the Lough Property.

C. Irvins desire to retain a recorded easement on the Lough Property along an existing roadway described on attached Exhibit 3 ("Irvin Roadway"). Irvins have been granted an easement on Irvin Roadway by the City.

D. The City desires to obtain a recorded easement on the Irvin Property along an existing roadway described on attached Exhibit 4 ("City Roadway").

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, Irvins and the City agree as follows:

1. Irvins agree to grant to the City an easement over the Irvin Property for the City Roadway subject to the terms of this Agreement.

2. If the City obtains title by recorded conveyance or otherwise to the Lough Property, the City shall execute any and all documents necessary to grant Irvins, their heirs, successors, transferees, and assigns, an easement over the Lough Property for the Irvin Roadway consistent with the terms of the easement previously granted to Irvins by the City.

3. The easement granted to the City by Irvins will be subject to the following conditions:

a. Irvins make no warranties concerning the stability, usability, safety or condition of the roadway; Irvins shall not be held liable or responsible for maintaining, repairing or rebuilding the roadway.

b. The City, its invitees, heirs, successors and assigns agree to exercise the rights granted to them with due care, and all damages to persons or property resulting from the City, its officers, agents, employees, heirs, successors or assigns' (but excluding the general public) failure to exercise due care, or other standard of care as may be applicable and not arising from the willful misconduct of Irvins, shall be paid for or repaired at the sole expense of the City, its officers, agents, employees, heirs, successors and assigns (but excluding the general public).

c. The City, on its behalf and on behalf of the owners and/or occupiers of the lands benefited by this grant, agree to indemnify Irvins, their officers, employees and agents with respect to, and to hold Irvins, their officers, employees and agents harmless from, any damages or claims for injury to persons or property arising out of this grant which should result from, arise out of or be attributable to the use of the easement by the City (but excluding the general public) whether or not such use is permitted

hereunder, not arising from the willful misconduct of Irvins.

d. The City, its invitees, heirs, successors or assigns shall only utilize the rights granted to them so that those rights and associated uses do not prohibit or limit the joint use of the roadway by Irvins, their employees, agents, successors or assigns. Irvins, their successors or assigns, shall have the right to enter upon the easement area to improve, maintain, repair, and rebuild the roadway, and further, Irvins shall have the right to prohibit or restrict the City's use of the easement area in connection with such right to improve, maintain, repair and rebuild.

e. At such time and in the event the easement shall be abandoned for a period of three (3) years, the property interest of the City therein shall immediately terminate and shall thereafter revert to Irvins, their successors and assigns.

f. The easement is limited to use of the City Roadway for ingress and egress to the memorial for Crawford's Tomb on the City Property.

g. Irvins, at their sole cost and expense, retain and reserve the right to relocate the easement provided the relocation shall be accomplished only upon the approval of the City, which approval shall not be unreasonably withheld.

4. The conditions and provisions contained herein shall constitute a covenant running with the real property described on Exhibits 1 and 2, and shall benefit and be binding upon the City and Irvins and their heirs, successors, transferees and assigns.

DATED as of the day and year first above written.

IRVIN RENTALS COMPANY
a partnership

By

Beverly I. Tallman

Rebecca I. Clement

Pat R. Irvin

CITY OF GRAND JUNCTION
a municipal corporation

By

Mark K. Achen, City Manager

Attest:

Neva B. Lockhart, City Clerk

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____ as _____ of Irvin Rentals Company, a partnership.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Beverly I. Tallman.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Rebecca I. Clement.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)	
	)	SS.
COUNTY OF _____)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Pat R. Irvin.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF COLORADO)	
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)	ss.
COUNTY OF MESA)	

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Mark K. Achen as City Manager and Neva B. Lockhart at City Clerk of the City of Grand Junction, Colorado.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT 1

The following described real property located in County of Mesa, State of Colorado:

Beginning at a point 250 feet South of the Northwest corner of the Northeast One-Quarter (NE4) of the Southwest One-Quarter (SW4) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, thence East 250 feet, thence North 170 feet, thence East 175 feet, thence North 80 feet, thence East 655 feet, thence South 360 feet, thence West 1,080 feet, thence North 110 feet to the Point of Beginning.

EXHIBIT 2

DOMINANT ESTATE (aka Crawford's Tomb)

A parcel of real property located in the County of Mesa, State of Colorado, described as follows:

Beginning at the Northwest corner of the NE4 SW4 of Said Section 26; thence East a distance of 250 feet; thence South a distance of 250 feet; thence West a distance of 250 feet; thence North a distance of 250 feet to the Point of Beginning.

EXHIBIT 3

An easement to a parcel of land located in Mesa County, Colorado, in the NE4SW4 of Section 26, T1S, R1W of the Ute Meridian, the purpose of which is ingress and egress along an existing roadway 10 feet right and 10 feet left of the following described centerline.

Commencing at the Northwest Corner of said NE4SW4 of Section 26 from whence the Northeast Corner of the NW4SE4 of said Section 26 bears N 90 deg. 00 min. 00 sec. E 2635.89 feet; thence S 26 deg. 40 min. 30 sec. E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road said point being the beginning of a 72.76 feet radius curve to the left, the central angle of which is 42 deg. 18 min. 56 sec. and the chord of which bears N 75 deg. 52 min. 18 sec. E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 feet radius curve to the left, the central angle of which is 80 deg. 41 min. 04 sec. and the chord of which bears N 14 deg. 22 min. 18 sec. E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N 25 deg. 58 min. 14 sec. W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13 deg. 51 min. 54 sec. and the chord of which bears N 19 deg. 02 min. 17 sec. W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N 12 deg. 06 min. 20 sec. W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6 deg. 4 min. 20 sec. and the chord of which bears N 15 deg. 27 min. 00 sec. W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N 18 deg. 47 min. 40 sec. W 178.88 feet to a point from whence said road divides, the east fork of which bears N 12 deg. 11 min. 27 sec. W 76.64 feet to a point which bears S 48 deg. 8 min. 56 sec. E 543.09 feet from said Northwest Corner of the NE4SW4 Section 26, and the west fork of which bears N 42 deg. 15 min. 29 sec. W 98.58 feet to a point which bears S 44 deg. 41 min. 23 sec. E 506.37 feet from said Northwest Corner of the NE4SW4 Section 26.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the proper use, benefit and behalf of the grantees, their heirs, successors and assigns.

EXHIBIT 4

An easement to a parcel of land in the Northeast Quarter (NE4) of the Southwest Quarter (SW4) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the purpose of which is to provide ingress and egress along an existing roadway 20 feet in width, being 10 feet right and 10 feet left of the following described centerline, to wit:

Commencing at the Northwest corner of the NE4 of the SW4 of said Section 26; thence South along the West line of the NE4SW4 of said Section 26 a distance of 360 feet; thence East a distance of 356.22 feet to the Point of Beginning; thence N 45 deg. 11 min. 14 sec. W a distance of 2.35 feet; thence N 07 deg. 46 min. 26 sec. W a distance of 23.43 feet; thence N 49 deg. 35 min. 37 sec. W a distance of 129.17 feet, more or less, to a Point of Terminus.

Upon motion of Councilman Theobold, seconded by Councilman McCurry and carried by roll call vote with Councilman NELSON ABSTAINING, the Resolution was passed and adopted as read.

RESOLUTION NO. 34-90 GRANTING A REVOCABLE PERMIT TO NORTH AVENUE ASSOCIATES TO INSTALL A SIGN IN THE PUBLIC RIGHT-OF-WAY AT 1050 NORTH AVENUE

The following Resolution was presented and read:

RESOLUTION NO. 34-90

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO NORTH AVENUE ASSOCIATES

WHEREAS, North Avenue Associates, a Colorado General Partnership, has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation a sign in the public right of way for North Avenue adjacent to the following described property, to wit:

Lots 13 through 16, Block 2, City of Grand Junction, Mesa County, Colorado, EXCEPT the North 10.0 feet for road right-of-way, also known as 1050 North Avenue; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

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 directed to grant the attached Revocable Permit to the above-named petitioner to allow the installation of a sign in the public right-of-way for North Avenue as aforescribed; provided, however, that the petitioner will not hold the City liable for any damages caused to said sign as a result of the City's or any other Public Utility's maintenance, repair, removal or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; and that said Revocable Permit shall be issued only upon the concurrent execution by the petitioner of an agreement that the petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of such permit, the petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition.

PASSED and ADOPTED this 18th day of April, 1990.

/s/ R. T. Mantlo

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

REVOCABLE PERMIT

WHEREAS, North Avenue Associates, a Colorado General Partnership, has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation a sign in the public right of way for North Avenue adjacent to the following described property, to wit:

Lots 13 through 16, Block 2, City of Grand Junction, Mesa County, Colorado, EXCEPT the North 10.0 feet for road right-of-way, also known as 1050 North Avenue; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby granted to North Avenue Associates, a Colorado General Partnership, a Revocable Permit to allow the use of a public right-of-way described above for the purposes described above, provided, however, that the petitioner will not hold the City liable for any damages caused to said sign as a result of the City's or any other Public Utility's maintenance, repair, removal or future installation of roadway improvements or public utilities within the aforescribed public right-of-way; and that this Revocable Permit shall be issued only upon the concurrent execution by the petitioner of an agreement that the petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this permit, the petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this 19th day of April, 1990.

/s/ Mark K. Achen

Mark K. Achen,
City Manager

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

Acceptance:

North Avenue Associates, a
Colorado General Partnership

Paul O. Naftel, General Partner

Shauna M. Naftel, General Partner

AGREEMENT

North Avenue Associates, for itself, its successors and assigns, does hereby agree that it will abide by each and every condition contained in the foregoing Permit; that it shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; and that upon revocation of the Permit, it agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED at this _____ day of _____, 1990.

North Avenue Associates, a
Colorado General Partnership

Paul O. Naftel, General Partner

Shauna M. Naftel

STATE OF COLORADO)	
)	SS:

COUNTY OF MESA)	
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The foregoing Agreement was acknowledged before me this _____ day of _____, 1990, by Paul O. Naftel and Shauna M. Naftel, each as General Partner of North Avenue Associates, a Colorado General Partnership.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Upon motion of Councilman Theobold, seconded by Councilman Nelson and carried by roll call vote, the Resolution was passed and adopted as read.

RESOLUTION NO. 35-90 GRANTING A REVOCABLE PERMIT TO WILLIAM R. JARVIS TO FENCE IN AN UNIMPROVED 15-FOOT WIDE ALLEY IN THE VICINITY OF NOLAND AVENUE WEST OF SOUTH 5TH STREET

The following Resolution was presented and read:

RESOLUTION NO. 35-90

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO WILLIAM R. JARVIS, SR.

WHEREAS, William R. Jarvis Sr. has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of a fence across and to preclude public access to the 15 foot wide alley located adjacent to the south of Lots 8 through 12 of Haggerty's First Subdivision in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

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 directed to grant the attached Revocable Permit to the above-named petitioner to allow the installation of a fence across and to preclude public access to the 15 foot wide alley aforescribed; provided, however, that the petitioner shall install said fence in a manner that will provide continued access

for the maintenance, repair, removal and installation of public utilities. Provided, further, that the petitioner will not hold the City liable for any damages caused to said fence as a result of the City's or any other Public Utility's maintenance, repair, removal or future installation of public utilities within the aforescribed public right-of-way; and that said Revocable Permit shall be issued only upon the concurrent execution by the petitioner of an agreement that the petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of such permit, the petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

PASSED and ADOPTED this 18th day of April, 1990.

/s/ R. T. Mantlo

President of the Council

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

REVOCABLE PERMIT

WHEREAS, William R. Jarvis, Sr. has petitioned the City Council of the City of Grand Junction, Colorado, for a Revocable Permit to allow the installation of a fence across and to preclude public access to the 15 foot wide alley located adjacent to the south of Lots 8 through 12 of Haggerty's First Subdivision in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City;

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby granted to William R. Jarvis Sr. a Revocable Permit to allow the use of the public right-of-way described above for the purposes described above; provided, however, that the petitioner shall install said fence in a manner that will provide continued access for the maintenance, repair, removal and installation of public utilities. Provided, further, that the petitioner will not hold the City liable for any damages caused to said fence as a result of the City's or any other Public Utility's

maintenance, repair, removal or future installation of public utilities within the aforescribed public right-of-way; and that this Revocable Permit shall be issued only upon the concurrent execution by the petitioner of an agreement that the petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claims or causes of action however stated arising out of the encroachment or use granted, and that upon revocation of this permit, the petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED this 19th day of April, 1990.

/s/ Mark K. Achen

City Manager

Attest:

/s/ Neva B. Lockhart, CMC

City Clerk

Acceptance:

William R. Jarvis, Sr.

AGREEMENT

William R. Jarvis, Sr, for himself, his heirs and assigns, does hereby agree that he will abide by each and every condition contained in the foregoing Permit; that he shall indemnify the City of Grand Junction, its officers, employees and agents and hold it, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; and that upon revocation of the Permit, he agrees to within thirty (30) days peaceably surrender said public right-of-way to the City and, at his own expense, remove any encroachment so as to restore the right-of-way to its original condition.

DATED at this _____ day of _____, 1990

William R. Jarvis, Sr.

STATE OF COLORADO)	
	)	SS:
COUNTY OF MESA)	

The foregoing Agreement was acknowledged before me this _____ day of _____, 1990, by William R. Jarvis, Sr.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Upon motion of Councilman Theobold, seconded by Councilman Nelson and carried by roll call vote, the Resolution was passed and adopted as read.

AUTHORIZE TRANSFER OF \$9,239 FROM GENERAL FUND CONTINGENCY TO PARKS AND RECREATION DEPARTMENT FOR COMPUTER SOFTWARE

Upon motion of Councilman Shepherd, seconded by Councilman Theobold and carried, authorization was given to transfer \$9,239 from General Fund Contingency to Parks and Recreation Department for computer software.

AMENDED OPTION AGREEMENT FOR COOPER THEATRE PROPERTY, 645 MAIN STREET

Upon motion of Councilman McCurry, seconded by Councilman Theobold and carried, the amended Option Agreement for Cooper Theatre property located at 645 Main Street was approved.

DIRECTION TO CITY ATTORNEY REGARDING JARVIS PROPERTY TRANSACTION

Upon motion of Councilman Theobold, seconded by Councilman Shepherd and carried, the City Attorney was directed to take all reasonable necessary steps to acquire the Jarvis property located west of the Denver & Rio Grande railroad tracks, north and east of the Colorado River, and south of Riverside Park.

City Manager Achen requested that Council adjourn to Executive Session to discuss this matter.

ADJOURNMENT

The President adjourned the meeting.

Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk