

2299770 BK 4087 PG 514
02/02/2006 11:01 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee NO FEE

QUITCLAIM DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, Made this 11th day of January, 2006, between the STATE OF COLORADO, acting by and through the DEPARTMENT OF MILITARY AND VETERAN AFFAIRS, for the use and benefit of the COLORADO NATIONAL GUARD, whose legal address is 6848 South Revere Parkway, Centennial, Colorado 80112, grantor, and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, conveyed and QUITCLAIMED, and by these presents does remise, release, convey and QUITCLAIM unto the grantee, its successors and assigns, forever, all the right, title, interest, claim and demand grantor may have in and to the real property, together with all real improvements thereon, situate, lying and being in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

All improvements located on the following described real property, as of the day and year first above written, including, but not limited to, buildings, fencing, landscaping and surface improvements such as concrete and asphalt:

Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26 and 28 in Block 7 of Grand River Subdivision, also known as 325 River Road, Grand Junction, Colorado, 81501,

all being in the Southwest ¼ of Section 15, Township 1 South, Range 1 West of the Ute Meridian.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

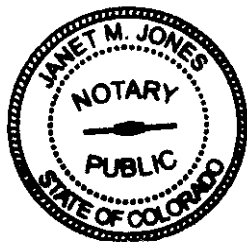
STATE OF COLORADO, GRANTOR:
Bill Owens, Governor

By: *Mason C. Whitney*
Colorado Department of Military and Veteran Affairs
Title: Executive Director

STATE OF COLORADO)
)ss.
COUNTY OF Alamosa)

The foregoing instrument was acknowledged before me this 11th day of January, 2006, by Mason C. Whitney as EXECUTIVE DIRECTOR of the STATE OF COLORADO, acting by and through the DEPARTMENT OF MILITARY AND VETERAN AFFAIRS, for the use and benefit of the COLORADO NATIONAL GUARD.

My commission expires: 7/29/2008 Witness my hand and official seal.



My Commission Expires July 29, 2008

Janet M. Jones
Notary Public

When Recorded Return To:
H.C. Peck & Associates, Inc.
Attn: Tim Woodmansee
2529 High Country Court
Grand Junction, CO 81501

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2005, by and between the STATE OF COLORADO, acting by and through the DEPARTMENT OF MILITARY AND VETERAN AFFAIRS, for the use and benefit of the COLORADO NATIONAL GUARD, whose address is 6848 South Revere Parkway, Centennial, Colorado 80112, hereinafter referred to as "the State", and The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "the City".

RECITALS

A. By Lease Agreement dated the 23rd day of February, 1949, as amended, the City leases to the State and the State leases from the City the following described real property in the Southwest ¼ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado:

Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 24, 26 and 28 in Block 7 of Grand River Subdivision, also known as 325 River Road, Grand Junction, Colorado, together with a shared right to utilize for parking purposes Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25 and 27 in Block 7 of said Grand River Subdivision which, together will all real property improvements situated thereon and all rights and privileges associated therewith are hereinafter referred to as "the Premises".

B. The City Council of the City has determined that the construction, installation and operation of the Riverside Parkway Transportation Corridor in Grand Junction, Mesa County, Colorado ("the Project"), is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. The City Council of the City has committed all resources necessary for the construction, installation and operation of the Project.

C. The Project requires that the City take possession of and remove improvements from the following described portions of the Premises ("the Partial Takings") for the construction, installation and operation of the Project:

1. A tract or parcel of land for Public Roadway & Utilities Right-of-Way purposes identified as Project Parcel No. C-15A as described on the attached **Exhibit "A"** and depicted on the attached **Exhibit "C"**, and also;
2. An area of land to be used as a Perpetual Multi-Purpose Easement identified as Project Parcel No. C-15A as described on the attached **Exhibit "B"** and depicted on the attached **Exhibit "C"**.

D. The State has represented to the City that the Partial Takings will impact the remainder of the Premises ("the Remainder") to the extent that the State may not have a viable use for the Remainder.

E. The City and the State have reached agreement whereby the City will purchase the entirety of the State's leasehold interest(s) in and to the Premises for the total sum of \$800,000.00 ("Total Compensation").

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The State hereby accepts the Total Compensation for the entirety of the State's leasehold interest(s) in and to the Premises and the City hereby agrees to pay to the State said amount, subject to the promises, terms, covenants and conditions of this Agreement.
2. The agreed upon Total Compensation shall be paid by the City to the State at Closing, as hereinafter defined, upon the execution and delivery by the State to the City of: **(a)** One fully executed original of this Memorandum of Agreement, and; **(b)** One (1) good and sufficient Quit Claim Deed substantially in the form of **Exhibit "D"** attached hereto and incorporated herein by reference; and **(c)** One (1) completed and executed Federal Form W-9.
3. Closing of the conveyance shall occur at the City's Riverside Parkway Office, 2529 High Country Court, Grand Junction, Colorado, on or before **November 15, 2005**, or at an earlier or later date as mutually agreed upon between the State and the City. Possession of the Partial Takings shall be delivered to the City at Closing. Possession of the Remainder shall be delivered to the City on or before **May 15, 2007** ("Remainder Possession Date"), pursuant to the terms and conditions of a lease agreement between the parties substantially in the form of **Exhibit "E"** attached hereto and incorporated herein by reference.
4. The State agrees that the Total Compensation as agreed upon between the State and the City is just and fully compensates the State for its interests in and the conveyance of the entirety of its leasehold interest(s) in and to the Premises together with all real property improvements thereon, including, but not limited to, all buildings, surface improvements, fencing & gates, lighting, heating and ventilation systems, inside telephone wiring and connecting blocks/jacks, floor coverings, intercom systems, sprinkler systems and controls, boilers,

furnaces and attachments, storm windows, storm doors, window shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, and all keys ("the Inclusions").

5. (a) In the event the Remainder or Inclusions shall be damaged by fire or other casualty prior to the Remainder Possession Date, the State shall be obligated to repair the same before the Remainder Possession Date. In the event such damage is not repaired within said time, the City shall be entitled to receive all of the insurance proceeds resulting from such damage(s) plus the amount of any deductible provided for in such insurance policy, such credit not to exceed the Total Compensation.

(b) Should any Inclusion or service (including systems and components of the Remainder, (e.g. heating, plumbing, etc.) fail or be damaged between the date of this Agreement and the Remainder Possession Date, the State shall be liable for the repair or replacement of such Inclusion or service with a unit of similar size, age and quality, less any insurance proceeds received by the City covering such repair or replacement.

(c) The City, upon reasonable notice, shall have the right to walk through the Remainder prior to the Remainder Possession Date to verify that the physical condition of the Remainder and the Inclusions complies with this Agreement.

6. The State has represented to the City that the State will utilize portions of the Total Compensation to install and construct a new Organized Maintenance Shop ("OMS") and Colorado National Guard Armory ("Armory") on a portion of State owned land located in the Southwest ¼ of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado ("the State Property"). To the extent the new OMS and Armory will be located within the metropolitan area of Grand Junction, the City desires to participate with the State in planning for and implementing the construction and operation of a public safety training facility that may be used jointly by the State, the City and other public agencies. In consideration of the foregoing and as additional consideration for the Premises, the City agrees to design, construct and install certain in-kind improvements on the State Property as more particularly described in **Exhibit "F"** attached hereto and incorporated herein by reference.

7. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.

8. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the parties respective successors and assigns and both parties shall be entitled to specific performance of this Agreement.

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

By: _____ Date: _____
Trent Prall, PE, Riverside Parkway Project Manager

The State of Colorado
Bill Owens, Governor
Acting by and through the Colorado Department of Military and Veteran Affairs
For the Use and Benefit of the Colorado National Guard

By: _____ Date: _____
The Adjutant General

APPROVED:
STATE OF COLORADO
Department Of Personnel & Administration
State Buildings & Real Estate Programs

By: _____ Date: _____
For the Executive Director

APPROVED:
STATE OF COLORADO
John W. Suthers, Attorney General

By: _____ Date: _____

February 20, 2004
071514.402.1.0025

EXHIBIT "A"

PROPERTY DESCRIPTION
Parcel C-15A


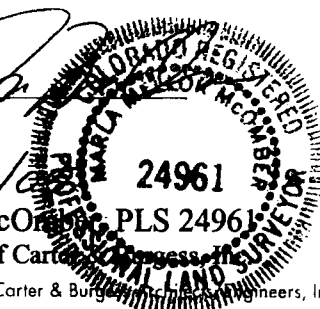
A portion of Lot 3, Block 4, and a portion of Lots 1 to 4, Block 7, THE GRAND RIVER SUB-DIVISION, recorded at Reception Number 18387 in the Mesa County Clerk and Recorder's Office and vacated streets and allies as described in Ordinance 2236, recorded in Book 1547 at Page 420, Mesa County Clerk and Recorder's Office, and Ordinance 936 recorded in Book 667 at Page 97, lying in Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Center East Sixteenth Corner of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N.89°39'43"E., a distance of 1323.38 feet; THENCE S78°52'48"E a distance of 239.12 feet to a point on the northerly line of said Lot 3, Block 7, being the POINT OF BEGINNING;

THENCE N89°39'43"E along the northerly line of said Block 7 a distance of 31.20 feet; THENCE S00°20'17"E along the easterly line of said Block 7 and the extension thereof a distance of 330.00 feet to the Northeast Corner of said Block 4; THENCE S89°39'43"W along the northerly line of said Block 4 distance of 25.00 feet; THENCE S00°20'17"E along the easterly line of said Lot 3, Block 4 a distance of 125.15 feet; THENCE S89°39'43"W along the southerly line of said Lot 3, Block 4 a distance of 16.36 feet; THENCE N01°41'07"W a distance of 105.74 feet; THENCE N05°13'35"E a distance of 99.72 feet; THENCE N01°41'03"W a distance of 99.57 feet; THENCE N01°41'04"E a distance of 150.74 feet to the POINT OF BEGINNING.

Containing 13,867 square feet (0.318 Acres), more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.


Prepared by:
Date: 2/23/04
Marla Mellor McOrtiz, PLS 24961
For and on behalf of Carter & Burgess, Inc.


Carter & Burgess, Inc. Carter & Burgess, Inc. Engineers, Inc. Carter & Burgess Consultants, Inc. C&B Architects/Engineers, Inc.
C&B Architects/Engineers, P.C. C&B Nevada, Inc. Nixon & Laird Architects/Engineers, P.C.

February 20, 2004
071514.402.1.0025

EXHIBIT "B"

PROPERTY DESCRIPTION
Parcel PE C-15A


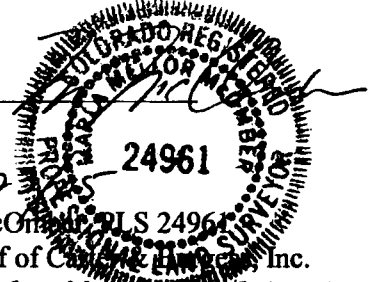
A portion of Lots 3 and 5, Block 4, and a portion of Lots 3, 5, and 6, Block 7, THE GRAND RIVER SUB-DIVISION, recorded at Reception Number 18387 in the Mesa County Clerk and Recorder's Office and vacated streets and allies as described in Ordinance 2236, recorded in Book 1547 at Page 420, Mesa County Clerk and Recorder's Office, and Ordinance 936 recorded in Book 667 at Page 97, lying in Section 15, Township 1 South, Range 1 West of the Ute Principal Meridian, being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 15, (a 2 1/2" aluminum cap stamped "MESA COUNTY SURVEY MARKER C1/4-S15-LS 32824-2003"), whence the Center East Sixteenth Corner of said Section 15, (a brass cap stamped "E 1/16-S15-543-2280") bears N.89°39'43"E., a distance of 1323.38 feet;
THENCE S78°52'48"E a distance of 239.12 feet to a point on the northerly line of said Lot 3, Block 7, being the POINT OF BEGINNING;

THENCE S01°41'04"W a distance of 150.74 feet;
THENCE S01°41'03"E a distance of 99.57;
THENCE S05°13'35"W a distance of 99.72 feet;
THENCE S01°41'07"E a distance of 105.74;
THENCE S89°39'43"W along the southerly line of said Lots 3 and 5, Block 4 a distance of 14.00 feet;
THENCE N01°41'07"W a distance of 106.26 feet;
THENCE N05°13'35"E a distance of 99.72 feet;
THENCE N01°41'03"W a distance of 99.13 feet;
THENCE N01°41'04"E a distance of 150.66 feet;
THENCE N89°39'43"E along the northerly line of said Lot 3, Block 7 a distance of 14.01 feet to the POINT OF BEGINNING.

Containing 6381 square feet (0.146 Acres), more or less, for a Multipurpose Easement to the City of Grand Junction for the use of City approved utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees, grade structures, irrigation, road construction and maintenance.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.


Prepared by: 
Date: 2/2
Marla Mellor McOnie, PLS 24961
For and on behalf of Carter & Burgess, Inc.

Carter & Burgess, Inc. Carter & Burgess Architects/Engineers, Inc. Carter & Burgess Consultants, Inc. C&B Architects/Engineers, Inc.
C&B Architects/Engineers, P.C. C&B Nevada, Inc. Nixon & Laird Architects/Engineers, P.C.

NE1/4 SEC.15

EXHIBIT "C"

W GUNNISON AVE

CROSBY AVE

UNION PACIFIC RAILROAD
(UPRR #24)

RIVER RD

C-12

C-19

C-6

D-5(UPRR#4)

C-14

R C-14

MATCH LINE SEE SHEET 15

MATCH LINE SEE SHEET 18

NW1/4 SEC.15

SE1/4, SEC.15

W GRAND AVE

PE C-17

PE C-18

PE C-19

PE C-20

PE C-21

325 River Road

S. P. GLEZE RIVER RD

HOESCH ST

W WHITE AVE

MATCH LINE SEE SHEET 17

HWY 340
135'

\\271614-Riverside\DWG\DrawPlan\DrawPlan16.dwg, 1/31/2005 4:14:04 PM

REVISION	DATE	DESIGNED BY	DATE	GRAPHIC SCALE PLAN PROFILE HORIZ. VERT.
REVISION		CHECKED BY	DATE	
REVISION				

Grand Junction
Carter-Burress

Riverside Parkway

RIGHT OF WAY PLANS
RIVERSIDE PARKWAY
24 ROAD TO 28 ROAD