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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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Council may take formal action on any item appearing on this Agenda. However, formal action WILL NOT be taken at this meeting on any item of business first identified during the course of the meeting as a change to the Agenda, other business, or Citizen, Councilmember and Staff Comments.

## **A G E N D A AMENDED**

**Delta City Council  
Regular Meeting**

**August 21, 2012  
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. City Manager Announcement**
- F. Street Closure Permit: Delta County School District Backpack Program (Nelson)**
- G. Purchase of Fitness Equipment (Erven)**
- H. Delta County Cannery Demolition Project (Hatheway)**
- I. Purchase Contract with Delta 03, LLC (Hatheway)**
- J. Purchase Contract with Gillette Management, LLC (Hatheway)**
- K. City Attorney Comments**
- L. City Manager Comments**
- M. Councilmember Comments**

## **EXECUTIVE SESSION**

**For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for discussions regarding Confluence Drive.**

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Mary Cooper, and Ray Penick along with Interim City Manager Glen Black and City Attorney Mike Schottelkotte. Absent was Councilmember Robert Jurca. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Minutes**

It was moved by Councilmember Penick and seconded by Councilmember Raley to approve the minutes of the July 17, 2012 special meeting and the July 17, 2012 regular meeting as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

Joanne Barnett, 1133 Grand Avenue, commented on the following items:

- Horse Country Arena.
- Economic Development.
- Confluence Drive and condemnations.
- The old hospital.

**Public Hearing: Special Events Permit Application  
Delta Elks Lodge #1235**

The Mayor closed the regular meeting and convened a public hearing.

The Clerk explained that the Delta Elks Lodge #1235 has submitted an application for a Special Events Permit. The application states that they plan to sell malt, vinous and spirituous liquor from 12:00pm to 2:00am. This event is for fundraising for the elevator. The Clerk stated all fees have been paid. A sign notifying the public of this hearing was posted on the site as required by law and no comments have been received.

The Mayor called for public comment and when there was none he closed the public hearing and reconvened the regular meeting.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the Delta Elks Lodge #1235 application for a special events liquor permit for October 13, 2012. All in favor, motion carried.

## **Regular Meeting, Delta City Council, August 7, 2012 (Cont.)**

### **3.2% Beer Retail License Renewal: City Market #4**

The Clerk stated that City Market #4 has submitted their 3.2% Beer Retail License renewal. The application is complete and all fees have been paid. The police department has recommended renewal.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the 3.2% Beer Retail License for City Market #4. All in favor, motion carried.

### **Resolution #14, 2012; Appointment to MEAN Board and Management Committee**

Resolution #14, 2012

REPRESENTATIVE AND/OR ALTERNATE REPRESENTATIVE  
TO MEAN MANAGEMENT COMMITTEE

was read by the Clerk.

Utilities Director Steve Glammeyer explained that back in February Council appointed himself and Joe Kerby to serve as Director and Alternate Director for the MEAN Board and Management Committee. Since Mr. Kerby has left the City, MEAN requires that a new Director and Alternate Director be appointed. Mr. Glammeyer stated that staff recommends appointing himself as Director and Adam Suppes as Alternate Director.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt Resolution #14, 2012 appointing Steve Glammeyer as Director and Adam Suppes as Alternate Director to the MEAN Board of Directors and Management Committee. Roll call vote: Councilmembers Cooper, aye; Raley, aye; Penick, aye and Sisson, aye. Motion carried.

### **Purchase Contract with Senteney Family Trust**

Public Works Director Jim Hatheway stated that Council passed a resolution to pursue condemnation of the Senteney Family Trust property. Mr. Senteney has now come to the City to settle for the amount of the last offer which was \$15,000. The contract is before Council tonight for approval if Council concurs with the price for that property.

It was moved by Councilmember Penick and seconded by Councilmember Cooper to approve the property acquisition contract with Senteney Family Trust for \$15,000 and authorize the City Manager to sign the contract to purchase said property. All in favor, motion carried.

### **Confluence Drive Contract**

City Manager Glen Black stated that per the work session staff is looking for direction from Council on the Confluence Drive contract.

Director Hatheway explained that there are three options:

1. Move forward with SEMA.
2. Terminate the contract with SEMA and move forward with Hamon Contractors.
3. Rebid the project in full.

**Regular Meeting, Delta City Council, August 7, 2012 (Cont.)**

**Confluence Drive Contract (cont.)**

Mayor Sisson stated he feels they should move forward with Hamon because of their offer.

Councilmember Cooper stated that she has been involved with this project for seven years and she was very encouraged with the meeting they had with Hamon last week. The principles of the company came over and spent some time with the City and laid out their ideas.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to terminate the contract with SEMA and move to open negotiations with Hamon Contractors to proceed with a contract on the Confluence Drive project. All in favor, motion carried.

**Ordinance #14, 2012; Second and Final Reading  
Sign Code Regulations**

Ordinance #14, 2012

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,  
ADDING AND MODIFYING VARIOUS PROVISIONS OF  
CHAPTER 17.68 OF THE DELTA MUNICIPAL CODE  
PERTAINING TO THE REGULATION OF SIGNS ON PROPERTY  
WITHIN THE CITY LIMITS

was introduced as Council Bill #14, 2012 and read by the Clerk.

Planning Technician Sharleen Walker reported that this reading reflects the changes requested at the last meeting.

Councilmember Penick stated that the first whereas paragraph needs the word "order" added after the word "in".

It was moved by Councilmember Cooper and seconded by Councilmember Penick to adopt Council Bill #14, 2012 on second and final reading with the changes as stated. Roll call vote: Councilmembers Cooper, aye; Raley, aye; Penick, aye and Sisson, aye. Council Bill #14, 2012 was adopted on second and final reading as Ordinance #14, 2012.

**Ordinance #15, 2012; Second and Final Reading  
Cluster Development, Planned Unit and Zero Lot Line Developments**

Ordinance #15, 2012

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,  
DELETING FROM CHAPTER 17.72 OF THE DELTA MUNICIPAL  
CODE ALL PROVISIONS REGARDING PLANNED UNIT  
DEVELOPMENTS AND RE-INCORPORATING SUCH  
PROVISIONS, WITH CERTAIN AMENDMENTS AND  
ADDITIONS PERTAINING ALSO TO CLUSTER  
DEVELOPMENTS AND ZERO LOT LINE DEVELOPMENTS,  
INTO CHAPTER 16.05 OF THE DELTA MUNICIPAL CODE

**Regular Meeting, Delta City Council, August 7, 2012 (Cont.)**

**Ordinance #15, 2012; Second and Final Reading (cont.)**

was introduced as Council Bill #15, 2012 and read by the Clerk.

Ms. Walker explained that there has been a change under 16.05.070A4, taking part of the sentence and adding it to 16.05.070A.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt Council Bill #15, 2012 on second and final reading as amended. Roll call vote: Councilmembers Cooper, aye; Raley, aye; Penick, aye and Sisson, aye. Council Bill #15, 2012 was adopted on second and final reading as Ordinance #15, 2012.

**Ordinance #16, 2012; Second and Final Reading  
Burn Restrictions**

Ordinance #16, 2012

AN ORDINANCE OF THE CITY OF DELTA, COLORADO  
REVISING CHAPTER 8.08 OF THE DELTA MUNICIPAL CODE  
WITH REGARD TO REGULATION OF BURNING ACTIVITIES  
WITHIN THE CITY LIMITS

was introduced as Council Bill #15, 2012 and read by the Clerk.

Ms. Walker stated there have been no changes to this ordinance since the last reading.

Mayor Sisson brought up a concern regarding burning within 50 feet of buildings. He stated that there are several ditches throughout the City that need to be burned for agricultural purposes that have buildings within 50 feet of them.

There was discussion on various areas that this would apply.

Councilmember Cooper suggested either amending the requirement or simply deleting it.

City Attorney Michael Schottelkotte stated that he certainly understand the need for agricultural burning. The requirement of being 50 feet away from buildings was brought up by Building Official Dan Reardon.

Councilmember Penick suggested ending the sentence under B2 at "other than burning" and omitting the rest of the sentence.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to adopt Council Bill #16, 2012 on second and final reading with the changes as stated. Roll call vote: Councilmembers Cooper, aye; Raley, aye; Penick, aye and Sisson, aye. Council Bill #16, 2012 was adopted on second and final reading as Ordinance #16, 2012.

**Regular Meeting, Delta City Council, August 7, 2012 (Cont.)**

**City Attorney Comments**

Attorney Schottelkotte commented on Ms. Barnett's earlier comment on condemnations. He does feel comfortable with the position the City is in.

**City Manager Comments**

Manager Black reminded everyone of the employee appreciation breakfast this Friday at Bill Heddles Recreation Center.

Mr. Black also informed Council that staff will be starting the remodeling of the conference room here at City Hall.

**Councilmember Comments**

Councilmember Cooper commented on Project 7, water consumption is up to 114%. She also stated that she has received a lot of interest in the City Manager search. She questioned how the Human Resources search is going.

Manager Black stated they have three interviews this week and one scheduled next week.

Councilmember Raley commented on Region 10 and the assistance they provide in the area.

Councilmember Penick stated that he attended the 1<sup>st</sup> Saturday Market event this past Saturday. He unofficially counted 278 attendees. He helped with the booth, handing out brochures for the City. He received several questions about the Confluence Drive project. He received some comments on the trails at Confluence Park as well as the workout stations along those trails. He also invited everyone to attend the open house for the City Manager candidates on August 16<sup>th</sup> at the recreation center.

Mayor Sisson thanked everyone for their work during Deltarado Days. The only concern he had was the bull riding at the Horse County Arena.

Attorney Schottelkotte stated that an Executive Session is not needed this evening.

At 7:33pm the meeting was adjourned.

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Jolene E. Nelson, City Clerk



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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: August 16, 2012  
Subject: Street Closure Permit – Delta County School District Backpack Program

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### **Recommendation**

It is recommended that the Council approve the street closure request from the Delta County School District Backpack Program for their event scheduled on October 27, 2012.

### **Background**

The Delta County School District is requesting 9<sup>th</sup> Street Hill to be closed for a 5K Run for their event on October 27, 2012 from 7:00am to 10:00am. This event is to celebrate their 20<sup>th</sup> year of the Backpack Program. The applicant did meet with the Public Works Department and the Police Department to discuss the event. The race is a multi-surface race covering approximately two routes, one 5K and a shorter approximate 1 mile loop for families. Attached is a map showing the different routes. There will be a lead biker in front of racers and sweepers following participants through both courses to make sure all racers are accounted for. There will be a water and a first aid station outside Lincoln Elementary School and callers at the 1 mile and 2 mile markers. They plan to have the Delta County Ambulance District and/or the Delta Fire District representatives on call at the start/finish line.

The School District submitted a completed application with proof of insurance and paid all fees.

### **Cost**

There is no cost to the City.

### **Action to be Taken if Approved**

The Mayor will sign the special permit and the Clerk will notify the School District of the approval.

### **Suggested Motion**

I move to approve the street closure permit the Delta County School District Backpack Program event scheduled on October 27, 2012.

# City of Delta Parade and Street Closure Permit

Date of Application: July 30, 2012

PLEASE PRINT OR TYPE

## Event Information:

Date of Event: October 27, 2012

Location(s) of Event: Start + Finish @ The Delta Center 822 Grand Ave.

Name and Description of Event: 20<sup>th</sup> Anniversary Celebration for The  
Preschool Backpack Program

## Applicant:

Contact Person: Lisa Mock

Name of Represented Entity: Delta County School District - Backpack Program

Mailing Address: 822 Grand Avenue, Delta, CO 81416

E-Mail Address: lmock@delta.schools.com

Phone Number: (Day) (970) 874-9517 Evening (970) 201-3714

Special Equipment Needs: Closure of 9<sup>th</sup> Street Hill

## The following items have been received by the City of Delta:

- Application Fee of \$ 25<sup>00</sup>
- Deposit of \$ 500<sup>00</sup> to be refunded if street closure area and adjoining property is clean and litter free.
- Proof of Special Event Insurance satisfactory to the City of Delta.

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

Lisa Mock

Signature of Applicant or Representative

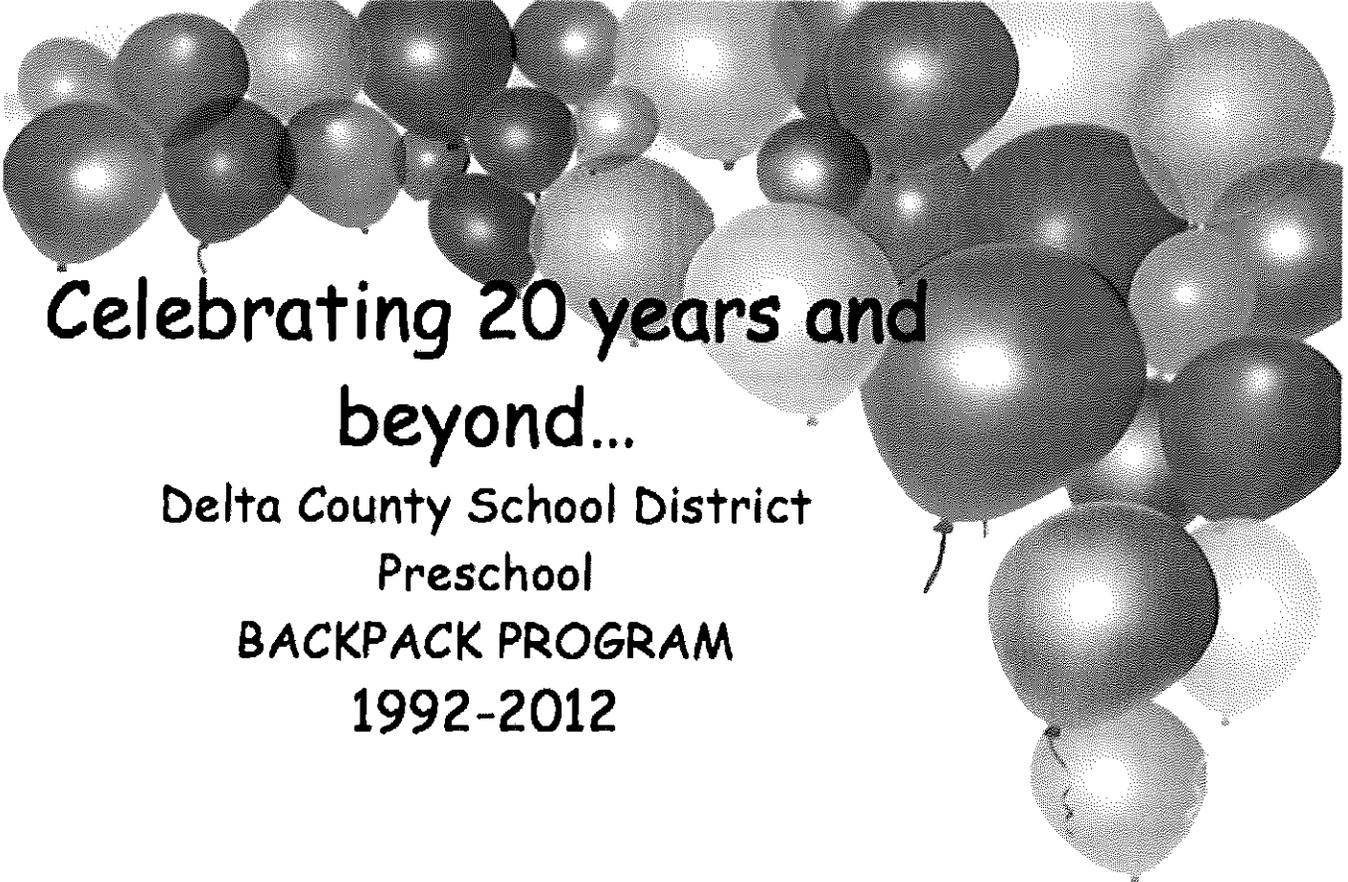
7/30/12

Date

City Representative

Title

Date



# Celebrating 20 years and beyond...

## Delta County School District Preschool **BACKPACK PROGRAM** **1992-2012**

### Presentation of 5K Race Information:

Race Date:	October 27, 2012
Start Time:	8:00am
Conclusion/Awards Presentation:	9:30am
Start/Finish Location:	The Delta Center 822 Grand Avenue, Delta, CO
Contact Information:	Lisa Mock Backpack Program Facilitator (970) 874-9517 <a href="mailto:lmock@deltaschools.com">lmock@deltaschools.com</a>

**Race Logistics:** Race is a multi-surface race covering approximately two routes, one 5K route and a shorter approximate 1 mile loop for families. Starting point is the pick-up/drop-off loop in front of the Delta Center located at 822 Grand Avenue, Delta, CO. (See Map) Adult volunteers, stationed at every intersection, wearing crossing guard vests and bright orange cones markers, will supervise the course. We will have a lead biker in front of racers and sweepers following participants through both courses to make sure all racers are accounted for. There will be a water/first aid station outside of Lincoln Elementary School and callers at the 1 mile and 2 mile markers. We plan to have the Delta County Ambulance District and/or Delta Fire District representatives on call at the start/finish line. All racers will sign a waiver prior to racing and liability coverage will be provided through Delta County School District. Bathroom facilities will be available at the Delta Center.







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To: Mayor and Council  
From: Wilma Erven, Culture & Recreation Division Director  
Date: August 15, 2012  
Subject: Purchase of 4 Total Body Arc Trainers

**Recommendation**

Staff would like to recommend awarding the purchase of Total Body Arc Trainers with embedded wireless audio receivers to Commercial Fitness Solutions, Inc. in the total amount of \$21,492.90, for four machines, including freight and installation.

**Background**

During the 2012 budget process \$20,000 was put in the budget to replace elliptical machines at the Recreation Center. The present machines are taking a lot of repair on a quarterly basis due to the heavy use of the machines and their age.

The bid staff is recommending is \$21,492.90 leaving an over budget figure of \$1,492.90. This figure will be covered by the sale of present machines as listed below. Also, the Fitness budget has not expended and will not expend their total budget for 2012 in two different line items, which would also cover this over amount.

One elliptical has totally quit working and has been being used this year for its usable parts. The remaining three will be able to be advertised and sold. Staff believes we can get a minimum of \$500 a piece for them.

Staff received three bids for the machines. Staff is not recommending the low bid, due to the fact that the professional fitness machine repairman that does our repair work and many others all across Colorado, as well as, a couple of Centers that have used SCIFIT, has informed us that they do not hold up under heavy use. Also, the SCIFIT machines do not have the embedded wireless audio receivers, which would cause us to install the portable ones that continue to give us issues with wires breaking due to the constant use of the equipment.

The bids were as follows:

Commercial Fitness Solutions, Inc.....	\$4,933.00 each plus shipping & install
Push-Pedal-Pull.....	\$5,019.48 each plus shipping & install
KOS Fitness Products.....	\$3,895.00 each plus shipping & install

Shipping and install was only quoted on the Commercial Fitness at the price of \$1,761.54

**Cost**

The total cost of this project of four Total Body Arc Trainers with embedded wireless audio receivers is \$21,492.90 from Commercial Fitness Solutions, Inc. of Littleton, Colorado.

**Action to be taken if approved**

Staff will issue a Notice of Award and order the machines to be delivered and installed as soon as possible.

**Suggested Motion**

I move that the City of Delta purchase four Total Body Arc Trainers with embedded wireless audio receivers from Commercial Fitness Solutions, Inc. in the amount of \$21,492.90.



12386 Dumont Way #100 Littleton, CO 80125  
 720.479.8200 (ph) 720.479.8201 (fx)  
 info@commercialfitness.com

# Quotation/Order Form

Date	Quotation #
7/27/2012	8498

Ship To:

Bill To:

City of Delta  
 Bill Heddless Recreation Center  
 530 Gunnison river Dr.  
 Delta, CO 81416  
 Gary West

Rep	Terms	FOB				
.MK	50%down 50%COD					
Item	Description	Qty	Price Per Unit	Disc Price	Extended Total	
625AT-WR	Cybox 625AT Total Body Arc Trainer w/ Embedded Wireless Audio Receiver, 625AT-WR	4	7,695.00ea.	4,933.00ea.	19,731.36	
Cardio	Cardiovascular Equipment Freight & Installation				1,761.54	
ARC Trainer	Warranty: 10 Years Frame / 3 Years Parts / 1 Year Labor / Headphone Jack - 90 Days.				0.00	

\*\*Please note:

Prices valid for 30 days from date of quote.

Storage fees may be charged if CFS is not notified of a shipping delay 2 weeks prior to product shipment from the manufacturer. Buyer is responsible for any freight, labor or storage charges incurred as a result of any changes made after 2 week cut off. If any portion of the order is cancelled within the two week time frame, there will be a 25% restocking fee. Custom orders carry a 100% restocking fee. Please address all changes in writing and fax to 720-479-8201. All orders are subject to credit approval prior to shipment. Buyer is responsible for all costs of collection including seller's reasonable attorney's fees. All unpaid amounts will accrue interest at the rate of 1.5% a month. All sales are subject to local area sales tax rates.

<b>Subtotal</b>	<b>\$21,492.90</b>
<b>Sales Tax (4.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$21,492.90</b>

Authorized Signature & Title \_\_\_\_\_



QUOTE #	QUOTE DATE	EXPIRE DATE
8980	06/27/2012	07/27/2012

**PREPARED BY**

Gloria Cornyn  
 3370 Peoria Street, Unit 201  
 Aurora, CO 80010  
 Tel: 720-347-7253  
 Fax: 303-237-4452  
 gcornyn@pushpedalpull.com

**BILLING ADDRESS**

Bill Heddles Recreation Center  
 Gary Westt  
 530 Gunnison River Drive  
 Delta, Colorado 81416  
 Tel: 970-874-0923

**SHIPPING ADDRESS**

Bill Heddles Recreation Center

MFR	MODEL	DESCRIPTION	QTY	MSRP	SALE PRICE	EXT PRICE
PRECOR	EFX823-P20	EFX 823 ELLIPTICAL Precor	1	\$6,195.00	\$4,220.78	\$4,220.78
PRECOR	EFX825-P20	EFX 825 ELLIPTICAL Precor	1	\$7,195.00	\$4,870.13	\$4,870.13
PRECOR	EFX835-P30	EFX 835 ELLIPTICAL Precor	1	\$7,495.00	\$5,019.48	\$5,019.48
PRECOR	EFX833-P30	EFX 833 ELLIPTICAL Precor	1	\$6,495.00	\$4,370.13	\$4,370.13
PRECOR	AMT835P30OS	AMT 835 w/OPEN STRIDE Precor	1	\$8,995.00	\$6,038.96	\$6,038.96
PRECOR	TRM833-P30	TRM 833 TREADMILL Precor	1	\$7,995.00	\$5,292.21	\$5,292.21
PRECOR	TRM823-P20	TRM 823 TREADMILL Precor	1	\$7,495.00	\$5,000.00	\$5,000.00
FREEMOTION	FMTL82509	FM TREADMILL Free Motion	1	\$6,995.00	\$4,318.18	\$4,318.18
FREEMOTION	FMTK72509	FM INCLINE TRAINER Free Motion	1	\$7,495.00	\$4,642.86	\$4,642.86

<b>Subtotal</b>	<b>\$43,772.73</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$43,772.73</b>

**Standard Terms and Conditions:**

- 50% deposit and approved P.O. # with order. Balance due upon delivery.
- All Unit Prices are F.O.B. manufacturer.
- These prices are subject to change after 30 days from Quote date.
- There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- The above quotation is computed to be performed during regular business hours. Any special request by buyer necessary to complete work will be paid by buyer. Any changes on orders must be made within 10 days after the order is accepted.
- Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
- Buyer agrees to promptly file a claim for all goods damaged in transit.
- There will be a 20% restocking charge on merchandise ordered but not accepted. Delivery, Setup, and Freight will not be refunded.

**Acceptance of Proposal:**

These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

Customer Approval:

P.O. Number:

Print Name:

Date of Acceptance:

r fitness architect



phone 303.216.2996  
 888.216.2996  
 fax 303.216.0029  
 512 Violet Street  
 Golden, CO 80401  
 kosfitness@msn.com

**Quotation/Order Form**  
 Sales Rep: Kevin J. Kelly  
 Date: 10-Aug-12

**STOMER:** City of Delta  
 380 Main Street  
 Delta, CO 81416

**SHIP TO:** Bill Heddles Rec Center  
 530 Gunnison River Drive  
 Delta, CO 81416

**contact:** Gary West  
**phone:** 970.874.0923

**email:** gary@cityofdelta.net

Item #	Qty.	Model #	Description	Price	Unit Price	Amount
1	1	SXT7000	SCIFIT Total Body Elliptical		3,895.00	3,895.00
2			Intelli-fit Console			0.00
3			Total Body			0.00
4						0.00
5	1	CS800	True Total Body Elliptical		3,795.00	3,795.00
6						0.00
7						0.00
8			Delivered Prices			0.00
9						0.00
10						0.00
11						0.00
12						0.00
13						0.00
14						0.00
15						0.00
16						0.00
17						0.00
18						0.00
19						0.00
20						0.00
21						0.00
22						0.00
23						0.00
24						0.00
25						0.00
26						0.00
27						0.00
28						0.00
29						0.00
30						0.00
31						0.00
32						0.00
33						0.00
34						0.00

*Not good track record  
 in recreational settings,  
 break/maintenance  
 problems!*

**Notes:**

Equipment Total		\$0.00
Shipping & Handling		\$0.00
Installation & Setup		\$0.00
Sub Total		\$0.00
Sales Tax	0.00%	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>

**TERMS:**



## MEMO

To: Mayor and Council  
From: Phil Riley, Engineering Tech, Public Works Department  
Date: 15 August 2012  
Subject: Delta County Cannery Demolition Project

### RECOMMENDATION

The Public Works Department is recommending that the City award the Contract for the Demolition of the Delta County Cannery to M&A Concrete Construction.

### BACKGROUND

The Demolition of the Delta County Cannery and adjacent building is another step in the clearing phase of City Properties for the construction of the Alternate Truck Route. M&A Concrete and the Public Works Dept. will attempt to recycle as much of the material as possible. The contractor will be given the Notice to Proceed once the Army Corps of Engineers (ACOE) finishes its review of the historical status of the building. Staff has requested a waiver/reduction in landfill fees for waste to be taken to landfill.

### COST

There were eleven bids received on July 26<sup>th</sup>, 2012 for the demolition project. Please see attached bid tab. M&A Concrete's bid for demolition is \$48,450.

### ACTION TO BE TAKEN IF APPROVED

Staff will wait for demolition approval from ACOE, once received a NTP will be given to M&A Concrete.

### SUGGESTED MOTION

I move the City of Delta award the contract of the Cannery demolition to M&A Concrete contingent upon ACOE approval for demolition. (Opposition to the motion would be indicated by a 'NO' vote)

## **Bid Results for the Delta County Cannery**

<b><u>Company</u></b>	<b><u>DCC</u></b>	<b><u>West Building</u></b>
1. M&A Concrete Cont.	\$48,450	\$14,500
2. Upland Corp	\$53,709	\$23,525
3. Mountain Region Corp	\$54,598	\$15,222
4. Skyline Contracting	\$81,480	\$49,884
5. J&K Contracting	\$93,000	\$30,555
6. Terra Vision Consulting	\$93,901.90	\$50,681.85
7. Troy Wells	\$125,042	\$36,355
8. H&L Excavation	\$137,000	\$ 29,000
9. Peterson Excavation	\$144,250	\$72,125
10. C&N Cont. Co.	\$204,000	\$45,500
11. Skip Huston Cont. Co.	\$234,158.52	\$119,855.66



## MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director*

Date: *16 August 2012*

Subject: *Confluence Drive Property Acquisitions*

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### **RECOMMENDATION**

The Public Works Department is recommending that the City move forward with purchasing the properties and interests listed below to meet the ROW needs for Confluence Drive.

### **BACKGROUND**

Transportation Resource Services, Inc. has completed negotiations as directed by city council for the purchase of property listed below. The properties and interests recommended for purchase are:

<i>Address/Location</i>	<i>Owner</i>	<i>Property Type/Interest</i>
Gunnison River Drive	Delta 03, LLC	Land – Partial Acquisition/Easements

### **COST**

The contract price of \$14,500.00 will be paid from 80-19-42100.

### **ACTIONS TO BE TAKEN IF APPROVED**

Staff requests that City Council approve the contract for the property listed.

### **SUGGESTED MOTION**

I move the City approve the property acquisition contract with *Delta 03 LLC* for **\$14,500.00**.  
(Opposition to the motion would be indicated by a 'no' vote)

## CONTRACT TO BUY AND SELL PROPERTY

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between **Delta 03 LLC, a Colorado limited liability company**, (hereinafter referred to as "Seller") and **the City of Delta, a Colorado municipality**, of 360 Main Street (P.O. Box 19) Delta, Colorado 81416 (hereinafter referred to as the "City") is to witness:

### Recitals

Seller presently owns real property known as Lot 2, Chaffin Subdivision, Delta, Colorado, 81416. The parties to this Contract have agreed upon the following arrangements for the sale and purchase a portion of Seller's real property as described in Paragraph 1 below.

### Agreement

**1. General Premises.** For and in consideration of the total price of **Fourteen Thousand Five Hundred and NO/100 Dollars (\$14,500.00)**, to be paid as hereinafter provided, Seller agrees to sell and the City agrees to purchase the following real property interests (hereinafter referred to collectively as "the Property") located in Delta County, Colorado:

*See attached Exhibit A legally describing and Exhibit A-1 depicting City of Delta Alternate Truck Route Parcel 14, in fee simple;*

*See attached Exhibit B legally describing and B-1 depicting an Access Easement for the benefit of Lot 1 of Chaffin Subdivision, Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Subdivision;*

*See attached Exhibit C legally describing and C-1 depicting a temporary construction easement*

*Also identified as: a portion of Delta County Assessor's Parcel No. 3457-131-08-002*

Together with all improvements and fixtures thereon and appurtenances thereto. The Property shall be conveyed by Seller to the City by warranty deed, and other appropriate legal instruments at the time of closing of this contract as more particularly provided in paragraphs 7 and 14 hereof. The consideration set forth herein is in full settlement of all and any damages, including any damages to the remainder, occurring to the Seller or Seller's property, and includes full compensation for the Seller's interest, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding. The Seller shall pay from the proceeds of this Contract or otherwise, and shall satisfy or remove other outstanding interests. The Seller has entered into this contract solely because the City has the power of eminent domain, and requires the Property for a public purpose.

**2. Purchase Price and Payment Terms.** The aforementioned purchase price of **\$14,500.00** plus fees for the closing agent's services related to this transaction, shall be fully paid by the City at closing in funds which comply with all applicable Colorado laws, including cash, electronic transfer funds, certified check, and/or cashier's check. Such payment shall be made to the Delta County Abstract Company acting as closing agent and trustee for the parties hereunder.

**3. Evidence of Title.** The City may secure a current commitment for the City's title insurance policy in an amount of its own choosing. Title insurance, if required, shall be secured by and at the expense of the City.

**4. Title Review.** The City shall have the right to inspect the aforementioned title documents. Written notice by the City of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents shall be signed by or on behalf of the City and provided to the Seller. In addition to the title documents, Seller shall deliver to the City true copies of any and all leases and surveys in Seller's possession pertaining to the Property and shall disclose to the City all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge prior to closing. The City shall have the right to inspect the Property to determine if third parties have any rights in the Property not shown by the public records. Written notice of any unsatisfactory conditions revealed by Seller's disclosures, or by such inspection conducted by the City, shall be signed by or on behalf of the City and given to Seller prior to the date of closing. If Seller does not receive any such notice from the City in advance of closing, the City shall be deemed to have accepted title subject to the existing conditions and rights of third parties revealed by Seller's disclosures or reasonably discernible from the City's inspection.

If Seller receives notice of any unmerchantability of title, or of any other unsatisfactory title conditions found by the City as provided in this Paragraph 4, Seller shall use reasonable efforts to correct said conditions prior to the date set for closing of this Contract. If Seller fails or is unable to correct such unsatisfactory conditions on or before the date of closing, this Contract shall then terminate unless the City instead elects to execute a written waiver of their objection to all such title conditions and proceed with closing.

**5. Inspection.** The City shall have 30 days from the date of the Seller's execution of this contract to conduct necessary non-invasive inspections of the physical condition of the Property that it deems necessary for its benefit and protection. The City acknowledges that Seller has made no material representations about the physical condition or quality of the Property. Unless this Contract sooner terminates as provided above, The City agrees to accept the Property at the time of the hereinafter provided possession transfer date in the physical condition in which it then exists. Until the time of said possession transfer date, Seller agrees to maintain the Property in its present condition, ordinary wear and use excepted.

**6. Closing of Contract and Payment of Related Costs.** Closing of this Contract shall occur at the Delta County Abstract Company in Delta, Colorado no later than **September 30, 2012.** The date, hour and place of closing shall be determined by the Delta County Abstract Company, as closing agent, and communicated to the parties. Seller and the City shall each execute such customary documentation as may be required by said closing agent. Fees for the closing agent's services shall be paid at closing by the City. All other customary closing costs and recording fees shall be paid at closing by the appropriate party. The parties shall arrange with their respective attorneys for the preparation of any special documentation contemplated by this Contract that is not customarily prepared by the closing agent as part of its closing services.

Each of the parties shall pay their own respective attorney fees; provided, however that the City shall pay any attorney fee for its preparation of this contract.

**7. Transfer of Title.** At the time of closing, Seller shall execute and deliver a good and sufficient special warranty deed, conveying to the City the title to the Property described on **Exhibits A and A-1**. Such Property shall be free and clear of all taxes through the date of closing of this Contract, and also free and clear of all liens, encumbrances, defects, exceptions and conditions other than those accepted by the City after disclosure thereof by Seller and/or by the City's title insurance commitment in accord with Paragraph 3 of this Contract, and those conditions that are reasonably apparent from the City's diligent inspection of the Property, and subject to building, zoning and other governmental regulations. Seller's deed shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

In addition, at Closing the Seller shall execute a perpetual access easement for the benefit of Lot 1 of Chaffin Subdivision, Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Subdivision and a temporary construction easement as defined in paragraph 14 (c).

**8. Taxes and Utilities.** Any and all unpaid *ad valorem* taxes assessed against the entirety of the Seller's property identified as Delta County Assessor's Parcel No. 3457-131-08-002 for the years prior to closing shall be paid at or before closing by Seller.

Such taxes for the year of closing levied upon that portion of the Property described in Exhibit A and depicted on Exhibit A-1 shall be prorated between the parties as of the date of closing of this contract, based upon the tax figure for the most recent date of assessment by the Delta County Assessor. Subject to the aforementioned proration obligation, the City shall be responsible for the timely payment of any and all taxes lawfully assessed upon the Property after closing of this Contract.

Utilities are not anticipated to be affected or transferred pursuant to this Contract. In the event any utility is subject to transfer from the Seller to the City, the costs of all utilities that are assessed to the Property prior to the date of closing and possession transfer shall be paid by Seller, and all such costs thereafter shall be paid by the City. Seller shall be entitled to recover any and all utility deposits made by them to utility providers prior to the date of transfer of possession.

**9. Possession.** Provided that the City's title commitment pursuant to Paragraph No. 3 identifies merchantable title, the Seller understands and agrees that the City will take possession of the Property free from all interests, including leasehold interests and tenancies, when the City tenders payment to the Seller by depositing the above-stated total offer of just compensation with the City's closing agent, Delta County Abstract Company. The Seller further understands and agrees that the City will be entitled to specific performance of this Agreement upon tender by the City of the agreed consideration.

**10. Condition of Property and Risk of Loss.** The Property shall be conveyed in the physical condition in which it presently exists, without any warranties or representations

regarding such condition. Risk of loss by fire or other casualty affecting the improvements, if any, on the Property shall remain upon the Seller until the time of transfer of possession, whereupon such risk of loss shall pass to the City. If such loss occurs, the City shall be entitled to the full amount of any insurance proceeds receivable for the same.

**11. Payment of Encumbrances.** The Seller agrees that the consideration as agreed upon between the Seller and the City represents just compensation, and fully compensates the Seller for all property interests of the Seller described in this contract. The Seller further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Property. The defense and/or settlement of claim(s) made by holders of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement is the sole responsibility of the Seller. The Seller understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the Seller's Property may claim all or any portion of the compensation paid pursuant to this Contract. The Seller agrees to execute and deliver to the City any and all documents necessary to convey to the City clear, unencumbered title to the Property. Failure of the Seller to secure release or subordination of all outstanding interests to the satisfaction of the City prior to closing may, at the City's sole option, render this Contract null and void.

**12. Remedies for Breach.** This Contract requires specific performance by the Seller, and the City may enforce specific performance of this Contract in the event the Seller fails or refuses to perform. Time is of the essence regarding the performance of all terms and conditions of this Contract. In the event of material breach by either party, the non-defaulting party shall be entitled to all consistent legal and equitable remedies afforded by Colorado law. Further, in the event of any litigation arising out of this Contract, the Court shall award to the prevailing party all reasonable costs and expenses incurred by such party during the pertinent litigation, including attorney fees.

**13. Termination.** In addition to its other remedies provided above, the City may terminate this contract for any material breach by the Seller or for failure of any contingency specified in this Contract. In the event of such termination, the City reserves all right to acquire title and possession of the Property by condemnation under its power of eminent domain.

**14. Contingency and Additional Provisions.** The parties agree upon the following contingencies and additional terms and provisions:

(a) This contract shall be contingent in all respects upon approval of its terms by a majority of a quorum of the Delta City Council at a public meeting conducted by no later than **September 25, 2012**. If said approval is not obtained by said date, this contract shall fully terminate.

(b) The City is represented in this transaction by the City Attorney Michael Schottelkotte. Seller is hereby advised to seek independent counsel for any and all legal and tax questions regarding this transaction. It is specifically provided that the City shall pay the full cost

of preparation of this contract. All other attorney fees shall be paid by the party or parties who actually incur them.

(c) At Closing, Seller shall execute and deliver the following:

(i) A Perpetual Access Easement for the benefit of Lot 1 of Chaffin Subdivision, Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Subdivision conveying perpetual vehicular and pedestrian access across, upon, over, and through that portion of the Seller's property described on Exhibit "B" and depicted on Exhibit "B-1".

(ii) A temporary easement to the City conveying the temporary right of access and additional workspace upon Seller's real property as described in attached Exhibit "C" and depicted on Exhibit "C-1".

Said Easements shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

(d) Facsimile signatures of the parties upon this contract shall be deemed valid for all purposes.

**15. Assignment and Modification.** Subject to the provisions of paragraph 14(d) above, no assignment or modification of the Contract by either party shall be permitted without the complete written consent of the other party.

**16. Merger.** This Contract contains the entire understanding of the parties regarding the subject matter; and there are no promises, covenants, warranties or other undertakings between them other than those expressly set forth herein. All prior discussions of the parties relating to the subject matter shall be deemed to be merged into this Contract.

**17. Binding Effect and Survival of Provisions.** This Contract shall be binding upon, and inure to the benefit of, the parties hereto and upon their respective heirs, survivors, successors, legal representatives and lawful assigns. Any obligation of this Contract which, by its terms, must be performed after closing of the Contract shall be deemed to survive the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above-written.

Remainder of Page Intentionally Left Blank Signature Page to Follow

Seller: **Delta 03 LLC, a Colorado Limited Liability Company**

BY: *Cheryl C Miller*  
Cheryl Miller

TITLE: Manager

**THE CITY OF DELTA, COLORADO**

By: \_\_\_\_\_  
Glen Black, Acting City Manager

Telephone and fax information for notification purposes:

Sellers' phone:

City's phone: (970) 874-7566

Fax: (970) 874-8776

## EXHIBIT A

### JSC, INC.

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

### IN LOT 2 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 2, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS N79°13'51"E, 2173.02 FEET;

THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE N00°20'18"E, ALONG THE WEST LINE OF SAID LOT 2, 4.18 FEET;

THENCE N89°42'40"E, 90.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 340.50 FEET AND A CENTRAL ANGLE OF 23°10'40";

THENCE ALONG THE ARC OF SAID CURVE 137.74 FEET, THE CHORD OF SAID ARC BEARS S78°42'00"E, 136.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 82°33'01";

THENCE ALONG THE ARC OF SAID CURVE 12.25 FEET, THE CHORD OF SAID ARC BEARS N71°36'50"E, 11.21 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 348.00 FEET AND A CENTRAL ANGLE OF 09°20'20";

THENCE ALONG THE ARC OF SAID CURVE 56.72 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, THE CHORD OF SAID ARC BEARS S61°03'14"E, 56.66 FEET;

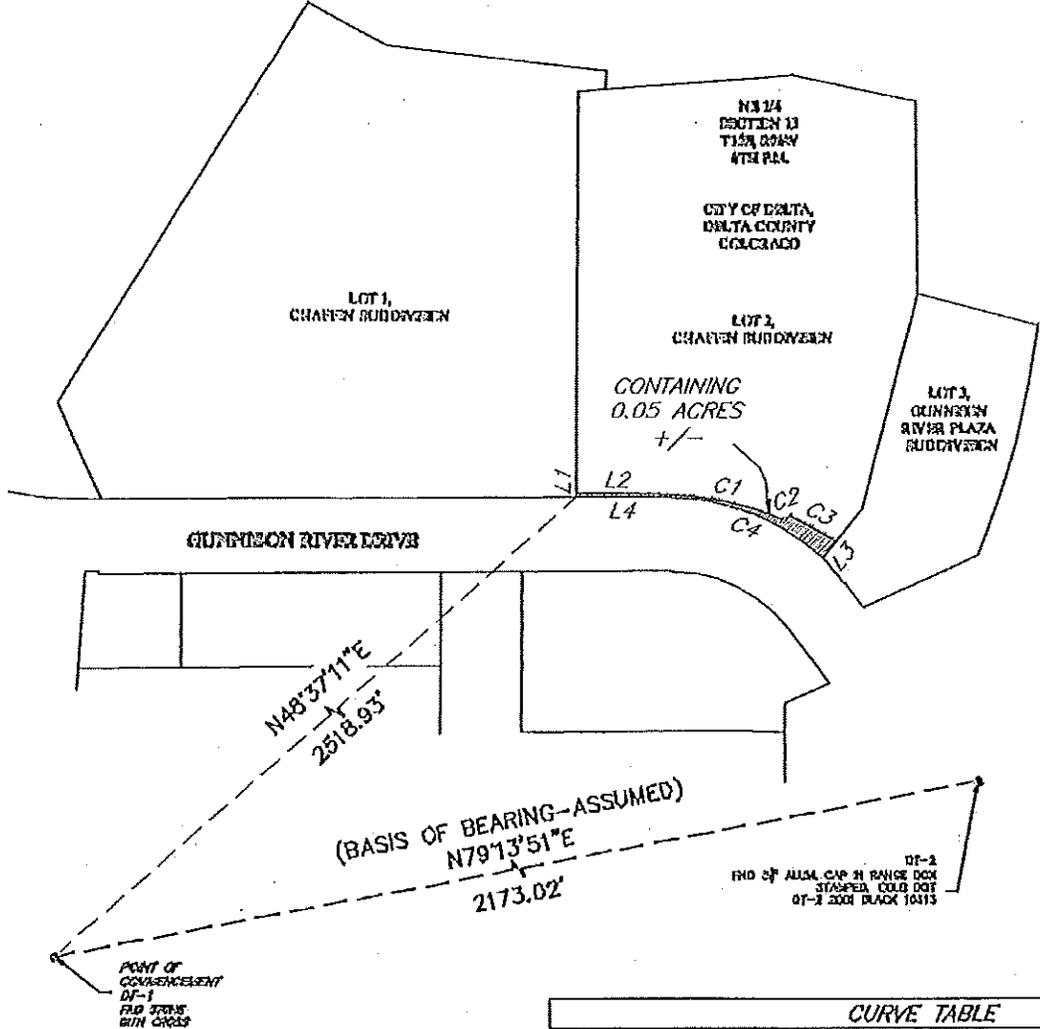
THENCE S38°46'09"W, ALONG SAID EAST LINE, 24.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID CORNER BEING THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 43°46'41";

THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF SAID LOT 2, 183.38 FEET, THE CHORD OF SAID ARC BEARS N68°23'59"W, 178.95 FEET;

THENCE S89°42'40"W, ALONG THE SOUTH LINE OF SAID LOT 2, 102.75 FEET; TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.

# EXHIBIT A-1



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	23°10'40"	340.50'	137.74'	S78°42'00"E	136.81'
C2	82°33'01"	8.50'	12.25'	N71°36'50"E	11.21'
C3	9°20'20"	348.00'	56.72'	S61°03'14"E	56.66'
C4	43°46'41"	240.00'	183.38'	N68°23'59"W	178.95'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	4.18'
L2	N89°42'40"E	90.23'
L3	S38°46'09"W	24.75'
L4	S89°42'40"W	102.75'

SCALE: 1" = 200 U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

<b>IN LOT 2 CHAFFIN SUBDIVISION</b> LYING IN SECTION 13, T13S, R96W OF THE 6TH P.M. CITY OF DELTA, DELTA COUNTY, COLORADO	<b>JSC, INC.</b>	DRAWN BY SEC
	P.O. BOX 1153 MEEKER, CO 81641	DATE 1-3-2012
	PHONE: (970) 878-5292 FAX: 878-5392	JOB NO. 2212-01
		CHECKED BY J.L.J.

# EXHIBIT B

**JSC, INC.**

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

## REVISED CROSS EASEMENT IN LOT 2 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 2, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS N79°13'51"E, 2173.02 FEET;

THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE N00°20'18"E, ALONG THE WEST LINE OF SAID LOT 2, 54.03 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N00°20'18"E, ALONG SAID WEST LINE, 25.34 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 312.00 FEET AND A CENTRAL ANGLE OF 03°17'08";

THENCE ALONG THE ARC OF SAID CURVE 17.89 FEET, THE CHORD OF SAID ARC BEARS S70°02'23"E, 17.89 FEET;

THENCE S68°23'49"E, 21.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 288.00 FEET AND A CENTRAL ANGLE OF 16°37'27";

THENCE ALONG THE ARC OF SAID CURVE 83.56 FEET, THE CHORD OF SAID ARC BEARS S76°42'32"E, 83.27 FEET;

THENCE S85°01'16"E, 30.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 454.50 FEET AND A CENTRAL ANGLE OF 18°05'52";

THENCE ALONG THE ARC OF SAID CURVE 143.56 FEET, THE CHORD OF SAID ARC BEARS S75°58'19"E, 142.97 FEET;

THENCE S14°42'40"W, 6.10 FEET;

THENCE S38°46'09"W, 18.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 430.50 FEET AND A CENTRAL ANGLE OF 17°32'36";

THENCE ALONG THE ARC OF SAID CURVE 131.81 FEET, THE CHORD OF SAID ARC BEARS N76°14'57"W, 131.30 FEET;

THENCE N85°01'16"W, 30.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.00 FEET AND A CENTRAL ANGLE OF 16°37'27";

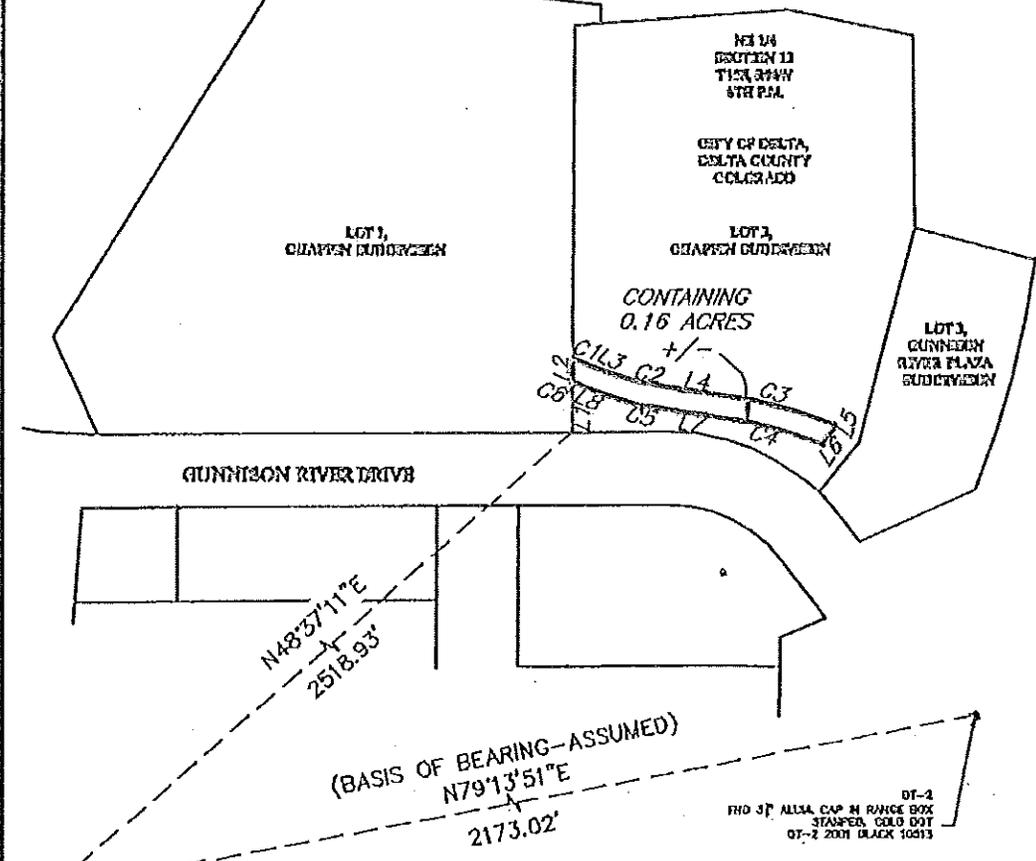
THENCE ALONG THE ARC OF SAID CURVE 90.52 FEET, THE CHORD OF SAID ARC BEARS N76°42'32"W, 90.21 FEET;

THENCE N68°23'49"W, 21.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 288.00 FEET AND A CENTRAL ANGLE OF 01°43'45";

THENCE ALONG THE ARC OF SAID CURVE 8.69 FEET, THE CHORD OF SAID ARC BEARS N69°15'41"W, 8.69 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.16 ACRES MORE OR LESS.

# EXHIBIT B-1



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	03°17'08"	312.00'	17.89'	S70°02'23"E	17.89'
C2	16°37'27"	288.00'	83.56'	S76°42'32"E	83.27'
C3	18°05'52"	454.50'	143.56'	S75°58'19"E	142.97'
C4	17°32'36"	430.50'	131.81'	N76°14'57"W	131.30'
C5	16°37'27"	312.00'	90.52'	N76°42'32"W	90.21'
C6	01°43'45"	288.00'	8.69'	N69°15'41"W	8.69'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	54.03'
L2	N00°20'18"E	25.34'
L3	S68°23'49"E	21.17'
L4	S85°01'16"E	30.60'
L5	S14°42'40"W	6.10'
L6	S38°46'09"W	18.88'
L7	N85°01'16"W	30.60'
L8	N68°23'49"W	21.17'

SCALE. 1" = 200 U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**REVISED CROSS EASEMENT IN LOT 2 CHAFFIN SUBDIVISION**  
LYING IN SECTION 13, T13S, R96W OF THE 6TH P.M. CITY OF DELTA, DELTA COUNTY, COLORADO

**JSC, INC.**

P.O. BOX 1153 MEEKER, CO 81641  
PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY	SEC
DATE	5-17-2012
JOB NO.	2212-01
CHECKED BY	JLJ

# EXHIBIT C

**JSC, INC.**

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

## TEMP EASEMENT IN LOT 2 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 2, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS

N79°13'51"E, 2173.02 FEET;

THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE N00°20'18"E, ALONG THE WEST LINE OF SAID LOT 2, 4.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N89°42'40"E, 90.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 340.50 FEET AND A CENTRAL ANGLE OF 23°10'40";

THENCE ALONG THE ARC OF SAID CURVE 137.74 FEET, THE CHORD OF SAID ARC BEARS S78°42'00"E, 136.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 8.50 FEET AND A CENTRAL ANGLE OF 65°02'49";

THENCE ALONG THE ARC OF SAID CURVE 9.65 FEET, THE CHORD OF SAID ARC BEARS N80°21'56"E, 9.14 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 345.50 FEET AND A CENTRAL ANGLE OF 24°27'21";

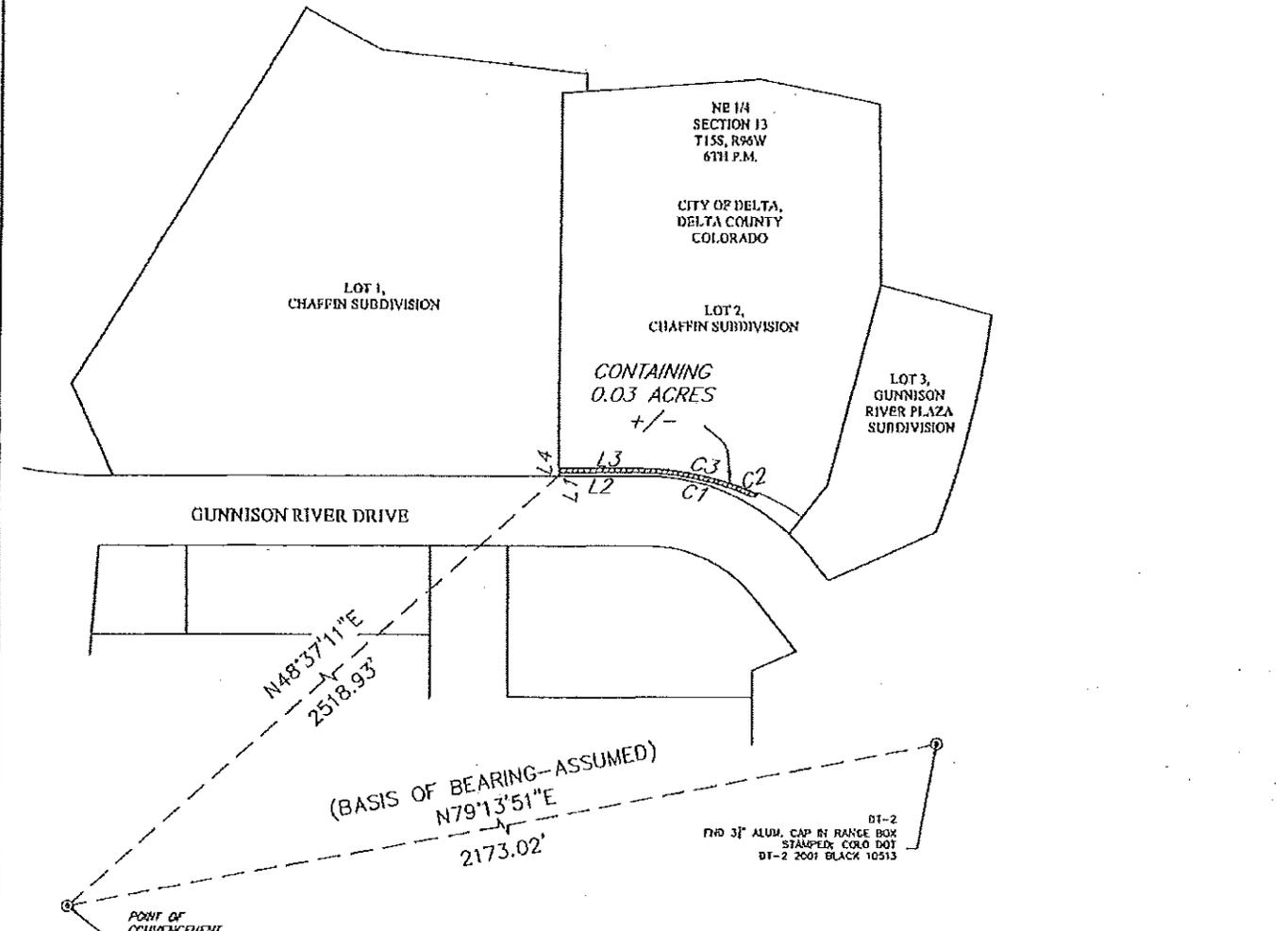
THENCE ALONG THE ARC OF SAID CURVE 147.47 FEET, THE CHORD OF SAID ARC BEARS N78°03'39"W, 146.36 FEET;

THENCE S89°42'40"W, 90.18 FEET TO A POINT ON SAID WEST LINE;

THENCE S00°20'18"W, ALONG SAID WEST LINE, 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

# EXHIBIT C-1



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	23°10'40"	340.50'	137.74'	S78°42'00"E	136.81'
C2	65°02'49"	8.50'	9.65'	N80°21'56"E	9.14'
C3	24°27'21"	345.50'	147.47'	N78°03'39"W	146.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	4.18'
L2	N89°42'40"E	90.23'
L3	S89°42'40"W	90.18'
L4	S00°20'18"W	5.00'

SCALE: 1" = 200 U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**TEMP EASEMENT IN  
LOT 2 CHAFFIN SUBDIVISION**  
LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.  
CITY OF DELTA, DELTA COUNTY, COLORADO

**JSC, INC.**

P.O. BOX 1153 MEEKER, CO 81641  
PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY	SEC
DATE	2-29-2012
JOB NO.	2212-01
CHECKED BY	JLJ



## MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director*

Date: *20 August 2012*

Subject: *Confluence Drive Property Acquisitions*

---

### RECOMMENDATION

The Public Works Department is recommending that the City move forward with purchasing the properties and interests listed below to meet the ROW needs for Confluence Drive.

### BACKGROUND

Transportation Resource Services, Inc. has completed negotiations as directed by city council for the purchase of property listed below. The properties and interests recommended for purchase are:

<i>Address/Location</i>	<i>Owner</i>	<i>Property Type/Interest</i>
Gunnsion River Drive	Gillette Management, LLC	Land – Partial Acquisition/Easements

### COST

The contract price of \$8,500.00 will be paid from 80-19-42100.

### ACTIONS TO BE TAKEN IF APPROVED

Staff requests that City Council approve the contract for the property listed.

### SUGGESTED MOTION

I move the City approve the property acquisition contract with *Gillette Management LLC* for **\$8,500.00** and authorize the City Manager to sign the contract. (Opposition to the motion would be indicated by a 'no' vote)

## CONTRACT TO BUY AND SELL PROPERTY

This Contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between **Gillette Management LLC, a Colorado limited liability company**, (hereinafter referred to as "Seller") and **the City of Delta, a Colorado municipality**, of 360 Main Street (P.O. Box 19) Delta, Colorado 81416 (hereinafter referred to as the "City") is to witness:

### Recitals

Seller presently owns real property known as Lot 3, Gunnison River Plaza Subdivision Delta, Colorado, 81416. The parties to this Contract have agreed upon the following arrangements for the sale and purchase of a portion of Seller's real property as described in Paragraph 1 below.

### Agreement

**1. General Premises.** For and in consideration of the total price of **Eight Thousand Five Hundred and NO/100 Dollars (\$8,500.00)**, to be paid as hereinafter provided, Seller agrees to sell and the City agrees to purchase the following real property interests (hereinafter referred to collectively as "the Property") located in Delta County, Colorado:

*See attached Exhibit A legally describing and Exhibit A-1 depicting a parcel in fee simple for public roadway and utility right of way; and,*

*See attached Exhibit B legally describing and B-1 depicting a public improvement and utility easement.*

*Also identified as: a portion of Delta County Assessor's Parcel No. 3457-131-01-003*

Together with all improvements and fixtures thereon and appurtenances thereto. The Property shall be conveyed by Seller to the City by general warranty deed, and other appropriate legal instruments at the time of closing of this contract as more particularly provided in paragraphs 7 and 14 hereof. The consideration set forth herein is in full settlement of all and any damages, including any damages to the remainder, occurring to the Seller or Seller's property, and includes full compensation for the Seller's interest, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding. The Seller shall pay from the proceeds of this Contract or otherwise, and shall satisfy or remove other outstanding interests. The Seller has entered into this contract solely because the City has the power of eminent domain, and requires the Property for a public purpose.

**2. Purchase Price and Payment Terms.** The aforementioned purchase price of **\$8,500.00** plus fees for the closing agent's services related to this transaction, shall be fully paid by the City at closing in funds which comply with all applicable Colorado laws, including cash, electronic transfer funds, certified check, and/or cashier's check. Such payment shall be made to the Delta County Abstract Company acting as closing agent and trustee for the parties hereunder.

**3. Evidence of Title.** The City may secure a current commitment for the City's title insurance policy in an amount of its own choosing. Title insurance, if required, shall be secured by and at the expense of the City.

**4. Title Review.** The City shall have the right to inspect the aforementioned title documents. Written notice by the City of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents shall be signed by or on behalf of the City and provided to the Seller. In addition to the title documents, Seller shall deliver to the City true copies of any and all leases and surveys in Seller's possession pertaining to the Property and shall disclose to the City all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge prior to closing. The City shall have the right to inspect the Property to determine if third parties have any rights in the Property not shown by the public records. Written notice of any unsatisfactory conditions revealed by Seller's disclosures, or by such inspection conducted by the City, shall be signed by or on behalf of the City and given to Seller prior to the date of closing. If Seller does not receive any such notice from the City in advance of closing, the City shall be deemed to have accepted title subject to the existing conditions and rights of third parties revealed by Seller's disclosures or reasonably discernible from the City's inspection.

If Seller receives notice of any unmerchantability of title, or of any other unsatisfactory title conditions found by the City as provided in this Paragraph 4, Seller shall use reasonable efforts to correct said conditions prior to the date set for closing of this Contract. If Seller fails or is unable to correct such unsatisfactory conditions on or before the date of closing, this Contract shall then terminate unless the City instead elects to execute a written waiver of their objection to all such title conditions and proceeds with closing.

**5. Inspection.** The City shall have 30 days from the date of the Seller's execution of this contract to conduct necessary non-invasive inspections of the physical condition of the Property that it deems necessary for its benefit and protection. The City acknowledges that Seller has made no material representations about the physical condition or quality of the Property. Unless this Contract sooner terminates as provided above, The City agrees to accept the Property at the time of the hereinafter provided possession transfer date in the physical condition in which it then exists. Until the time of said possession transfer date, Seller agrees to maintain the Property in its present condition, ordinary wear and use excepted.

**6. Closing of Contract and Payment of Related Costs.** Closing of this Contract shall occur at the Delta County Abstract Company in Delta, Colorado no later than **September 30, 2012**. The date, hour and place of closing shall be determined by the Delta County Abstract Company, as closing agent, and communicated to the parties. Seller and the City shall each execute such customary documentation as may be required by said closing agent. Fees for the closing agent's services shall be paid at closing by the City. All other customary closing costs and recording fees shall be paid at closing by the appropriate party. The parties shall arrange with their respective attorneys for the preparation of any special documentation contemplated by this Contract that is not customarily prepared by the closing agent as part of its closing services. Each of the parties shall pay their own respective attorney fees; provided, however that the City shall pay any attorney fee for its preparation of this contract.

**7. Transfer of Title.** At the time of closing, Seller shall execute and deliver a good and sufficient general warranty deed, conveying to the City the title to the Property described on **Exhibits A and A-1**. Such Property shall be free and clear of all taxes through the date of closing of this Contract, and also free and clear of all liens, encumbrances, defects, exceptions and conditions other than those accepted by the City after disclosure thereof by Seller and/or by the City's title insurance commitment in accord with Paragraph 3 of this Contract, and those conditions that are reasonably apparent from the City's diligent inspection of the Property, and subject to building, zoning and other governmental regulations. Seller's deed shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

In addition, at Closing the Seller shall execute a permanent easement as defined in paragraph 14 (c).

**8. Taxes and Utilities.** Any and all unpaid *ad valorem* taxes assessed against the entirety of the Seller's property identified as Delta County Assessor's Parcel No. 3457-131-01-003 for the years prior to closing shall be paid at or before closing by Seller.

Such taxes for the year of closing levied upon that portion of the Property described in Exhibit A and depicted on Exhibit A-1 shall be prorated between the parties as of the date of closing of this contract, based upon the tax figure for the most recent date of assessment by the Delta County Assessor. Subject to the aforementioned proration obligation, the City shall be responsible for the timely payment of any and all taxes lawfully assessed upon the Property after closing of this Contract.

Utilities are not anticipated to be affected or transferred pursuant to this Contract. In the event any utility is subject to transfer from the Seller to the City, the costs of all utilities that are assessed to the Property prior to the date of closing and possession transfer shall be paid by Seller, and all such costs thereafter shall be paid by the City. Seller shall be entitled to recover any and all utility deposits made by them to utility providers prior to the date of transfer of possession.

**9. Possession.** Provided that the City's title commitment pursuant to Paragraph No. 3 identifies merchantable title, the Seller understands and agrees that the City will take possession of the Property free from all interests, including leasehold interests and tenancies, when the City tenders payment to the Seller by depositing the above-stated total offer of just compensation with the City's closing agent, Delta County Abstract Company. The Seller further understands and agrees that the City will be entitled to specific performance of this Agreement upon tender by the City of the agreed consideration.

**10. Condition of Property and Risk of Loss.** The Property shall be conveyed in the physical condition in which it presently exists, without any warranties or representations regarding such condition. Risk of loss by fire or other casualty affecting the improvements, if any, on the Property shall remain upon the Seller until the time of transfer of possession,

whereupon such risk of loss shall pass to the City. If such loss occurs, the City shall be entitled to the full amount of any insurance proceeds receivable for the same.

**11. Payment of Encumbrances.** The Seller agrees that the consideration as agreed upon between the Seller and the City represents just compensation, and fully compensates the Seller for all property interests of the Seller described in this contract. The Seller further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Property. The defense and/or settlement of claim(s) made by holders of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement is the sole responsibility of the Seller. The Seller understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the Seller's Property may claim all or any portion of the compensation paid pursuant to this Contract. The Seller agrees to execute and deliver to the City any and all documents necessary to convey to the City clear, unencumbered title to the Property. Failure of the Seller to secure release or subordination of all outstanding interests to the satisfaction of the City prior to closing may, at the City's sole option, render this Contract null and void.

**12. Remedies for Breach.** This Contract requires specific performance by the Seller, and the City may enforce specific performance of this Contract in the event the Seller fails or refuses to perform. Time is of the essence regarding the performance of all terms and conditions of this Contract. In the event of material breach by either party, the non-defaulting party shall be entitled to all consistent legal and equitable remedies afforded by Colorado law. Further, in the event of any litigation arising out of this Contract, the Court shall award to the prevailing party all reasonable costs and expenses incurred by such party during the pertinent litigation, including attorney fees.

**13. Termination.** In addition to its other remedies provided above, the City may terminate this contract for any material breach by the Seller or for failure of any contingency specified in this Contract. In the event of such termination, the City reserves all right to acquire title and possession of the Property by condemnation under its power of eminent domain.

**14. Contingency and Additional Provisions.** The parties agree upon the following contingencies and additional terms and provisions:

(a) This contract shall be contingent in all respects upon approval of its terms by a majority of a quorum of the Delta City Council at a public meeting conducted by no later than **September 25, 2012**. If said approval is not obtained by said date, this contract shall fully terminate.

(b) The City is represented in this transaction by the City Attorney Michael Schottelkotte. Seller is hereby advised to seek independent counsel for any and all legal and tax questions regarding this transaction. It is specifically provided that the City shall pay the full cost of preparation of this contract. All other attorney fees shall be paid by the party or parties who actually incur them.

(c) At Closing, Seller shall execute and deliver a Deed of Easement to the City conveying a permanent public improvement and utility easement to that part of the Property described in Exhibit "B" and depicted on Exhibit "B-1. Said Deed of Easement shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

(d) Facsimile signatures of the parties upon this contract shall be deemed valid for all purposes.

**15. Assignment and Modification.** Subject to the provisions of paragraph 14(d) above, no assignment or modification of the Contract by either party shall be permitted without the complete written consent of the other party.

**16. Merger.** This Contract contains the entire understanding of the parties regarding the subject matter; and there are no promises, covenants, warranties or other undertakings between them other than those expressly set forth herein. All prior discussions of the parties relating to the subject matter shall be deemed to be merged into this Contract.

**17. Binding Effect and Survival of Provisions.** This Contract shall be binding upon, and inure to the benefit of, the parties hereto and upon their respective heirs, survivors, successors, legal representatives and lawful assigns. Any obligation of this Contract which, by its terms, must be performed after closing of the Contract shall be deemed to survive the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above-written.

Remainder of Page Intentionally Left Blank Signature Page to Follow

Seller: **Gillette Management LLC, a Colorado limited liability company**

BY: W. E. Gillette  
William E. Gillette

TITLE: Manager

**THE CITY OF DELTA, COLORADO**

By: \_\_\_\_\_  
Glen Black, Acting City Manager

Telephone and fax information for notification purposes:

Sellers' phone:

City's phone: (970) 874-7566

Fax: (970) 874-8776

## EXHIBIT A

### **JSC, INC.**

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

### **IN LOT 3 GUNNISON RIVER PLAZA SUBDIVISION**

A PARCEL OF LAND LYING IN LOT 3, GUNNISON RIVER PLAZA SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 399569, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS N79°13'51"E, 2173.02 FEET;

THENCE N54°56'46"E, 2692.40 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 3, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE N37°40'56"W, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 3, 32.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 08°49'43";

THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHWESTERLY BOUNDARY LINE, 36.98 FEET TO THE WESTERLY MOST CORNER OF SAID LOT 3, THE CHORD OF SAID ARC BEARS N42°05'47"W, 36.94 FEET;

THENCE N38°46'09"E, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 3, 24.75 FEET;

THENCE S55°50'26"E, 6.61 FEET;

THENCE S12°17'59"E, 8.26 FEET;

THENCE S29°23'06"W, 7.89 FEET;

THENCE S51°04'45"E, 1.69 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 334.50 FEET AND A CENTRAL ANGLE OF 04°37'19";

THENCE ALONG THE ARC OF SAID CURVE 26.98 FEET, THE CHORD OF SAID ARC BEARS S51°32'15"E, 26.98 FEET;

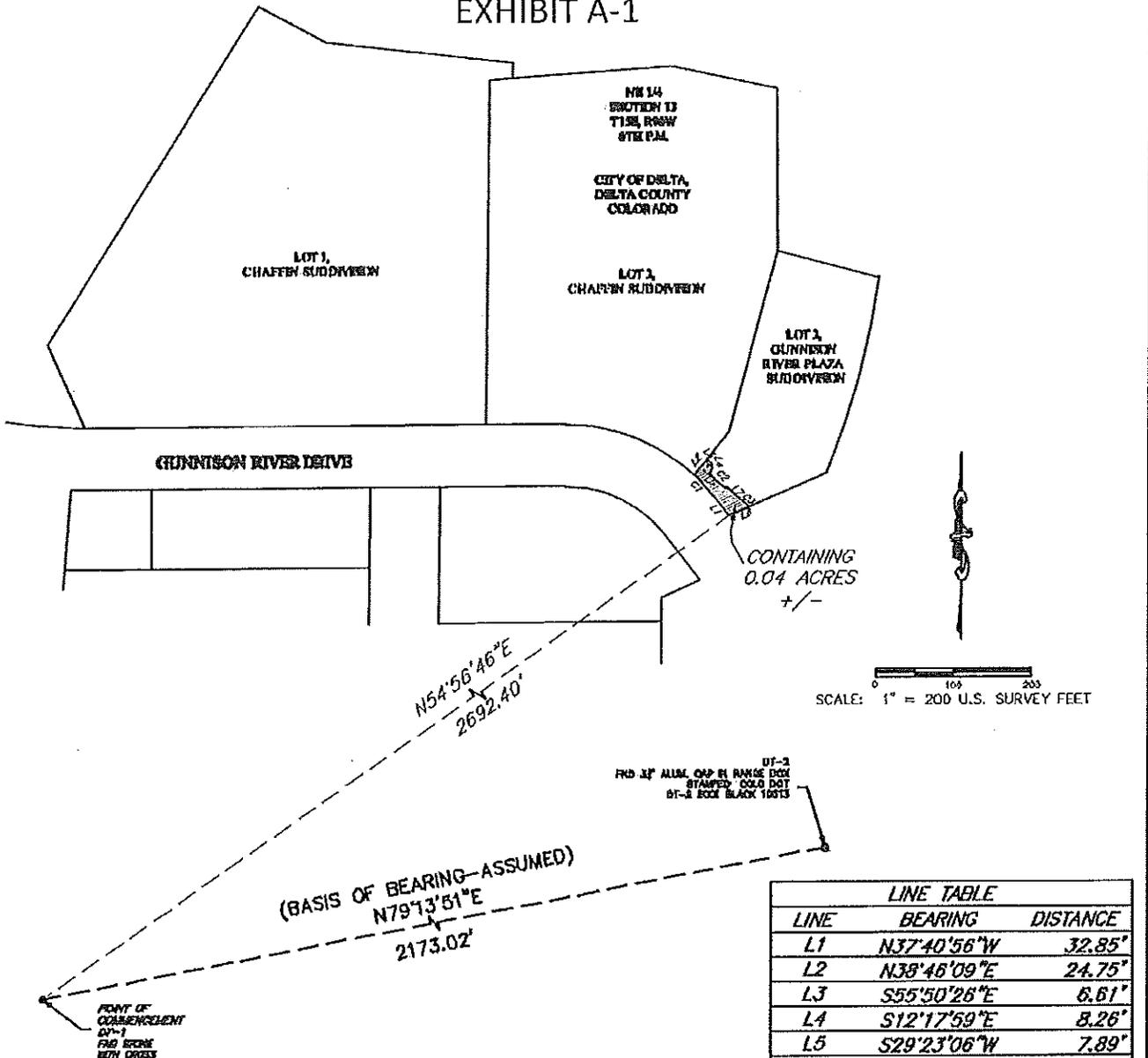
THENCE S49°13'35"E, 26.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 97.50 FEET AND A CENTRAL ANGLE OF 06°52'18";

THENCE ALONG THE ARC OF SAID CURVE 11.69 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 3, THE CHORD OF SAID ARC BEARS S52°39'44"E, 11.69 FEET;

THENCE S65°57'00"W, ALONG SAID SOUTHWESTERLY BOUNDARY LINE, 28.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.

# EXHIBIT A-1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N37°40'56"W	32.85'
L2	N38°46'09"E	24.75'
L3	S55°50'26"E	6.61'
L4	S12°17'59"E	8.26'
L5	S29°23'06"W	7.89'
L6	S51°04'45"E	1.69'
L7	S49°13'35"E	26.81'
L8	S65°57'00"W	28.52'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	8°49'43"	240.00'	36.98'	N42°05'47"W	36.94'
C2	4°37'19"	334.50'	26.98'	S51°32'15"E	26.98'
C3	6°52'18"	97.50'	11.69'	S52°39'44"E	11.69'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**IN LOT 3 GUNNISON RIVER PLAZA SUBDIVISION**  
 LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.  
 CITY OF DELTA, DELTA COUNTY, COLORADO

**JSC, INC.**  
 P.O. BOX 1153 MEEKER, CO 81641  
 PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY SEC  
 DATE 1-3-2012  
 JOB NO. 2212-01  
 CHECKED BY JLJ

## EXHIBIT B

### JSC, INC.

P.O. Box 1153  
Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

### PERMANENT EASEMENT IN LOT 3 GUNNISON RIVER PLAZA SUBDIVISION

A PARCEL OF LAND LYING IN LOT 3, GUNNISON RIVER PLAZA SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 399569, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS N79°13'51"E, 2173.02 FEET;

THENCE N54°56'46"E, 2692.40 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 3;

THENCE N65°57'00"E, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 3, 28.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N65°57'00"E, ALONG SAID SOUTHEASTERLY BOUNDARY LINE, 28.74 FEET;

THENCE N49°43'52"W, 67.22 FEET;

THENCE N78°57'17"W, 30.92 FEET;

THENCE S55°50'26"E, 6.61 FEET;

THENCE S12°17'59"E, 8.26 FEET;

THENCE S29°23'06"W, 7.89 FEET;

THENCE S51°04'45"E, 1.69 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 334.50 FEET AND A CENTRAL ANGLE OF 04°37'19";

THENCE ALONG THE ARC OF SAID CURVE 26.98 FEET, THE CHORD OF SAID ARC BEARS S51°32'15"E, 26.98 FEET;

THENCE S49°13'35"E, 26.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 97.50 FEET AND A CENTRAL ANGLE OF 06°52'18";

THENCE ALONG THE ARC OF SAID CURVE 11.69 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID ARC BEARS S52°39'44"E, 11.69 FEET.

CONTAINING 0.05 ACRES MORE OR LESS.

# EXHIBIT B-1

LOT 1,  
CHAFFIN SUBDIVISION

LOT 2,  
CHAFFIN SUBDIVISION

LOT 3,  
GUNNISON  
RIVER PLAZA  
SUBDIVISION

GUNNISON RIVER DRIVE

CONTAINING  
0.05 ACRES  
+/-

N54°56'46"E  
2692.40'

(BASIS OF BEARING—ASSUMED)  
N79°13'51"E  
2173.02'

POINT OF  
COMMENCEMENT  
OF-1  
FIND BEARINGS  
BY THIS CROSS

OT-2  
FIND BY ALLEGE CAP IN RANGE BOX  
STAMPED 0010 OCT  
01-2 BOX BLACK 10011

SCALE: 1" = 200 U.S. SURVEY FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N85°57'00"E	28.52'
L2	N85°57'00"E	28.74'
L3	N49°43'52"W	67.22'
L4	N78°57'17"W	30.92'
L5	S55°50'26"E	6.81'
L6	S12°17'59"E	8.26'
L7	S29°23'06"W	7.89'
L8	S51°04'45"E	1.69'
L9	S49°13'35"E	26.81'
	S85°57'00"W	28.52'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	4°37'19"	334.50'	26.98'	S51°32'15"E	26.98'
C2	6°52'18"	97.50'	11.69'	S52°39'44"E	11.69'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

## PERMANENT EASEMENT IN LOT 3 GUNNISON RIVER PLAZA SUBDIVISION

LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.  
CITY OF DELTA, DELTA COUNTY, COLORADO

REVISED: 3-7-2012

### JSC, INC.

P.O. BOX 1153 MEEKER, CO 81641  
PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY  
SEC

DATE  
2-29-2012

JOB NO.  
2212-01

CHECKED BY  
JLJ