



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

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

**Delta City Council
Regular Meeting**

**August 6, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Recognition of Michael Schottelkotte**
- F. Public Hearing: CDBG Grant**
- G. Public Hearing: Special Events Permit Application; Delta Area Chamber of Commerce**
- H. Public Hearing: Special Events Permit Application; Delta County Memorial Hospital Foundation**
- I. CML Policy Committee Appointment**
- J. Stantec Change Order**
- K. City Attorney Comments**
- L. City Manager Comments**
- M. Councilmember Comments**
- N. Executive Session**
For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b); and 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 and discussion regarding issues related to the golf course snack bar lease.
- O. Council Bill #3, 2013; First and Final Reading Declaring an Emergency Senteney Family Trust Condemnation**
- P. Approval of Stockyards Settlement Agreement**

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Mary Cooper, and Ray Penick along with City Manager Justin Clifton, and City Attorney David Smith. 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 Jurca to approve the minutes of July 2, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

3.2% Beer License Renewal; Walmart #5458

The Clerk explained that Walmart #5458 has submitted their 3.2% beer license renewal. The application is complete and all fees have been paid. The police department is recommending renewal.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the 3.2% beer license renewal for Walmart #5458. All in favor, motion carried.

City Manager Quarterly Report

City Manager Justin Clifton present the quarterly reported and answered questions from Council.

City Attorney Comments

City Attorney David Smith commented on the regulations that have been approved for recreational marijuana. He stated that he will be discussing the timelines with Council at an upcoming meeting.

Councilmember Penick questioned if that will be in a form of an ordinance.

Manager Clifton stated that there is currently a moratorium in place. Staff plans to bring a brief summary of the regulations and have Council decide whether to allow the sale or implement a prohibition.

Item D:

Citizen Comments



Item E:

Recognition of Michael Schottelkotte

MEMO

To: Mayor and City Council
From: Jolene Nelson, City Clerk
Date: August 2, 2013
Subject: Public Hearing; CDBG Grant



Office of the City Clerk

Recommendation:

Staff recommends holding the public hearing to be in compliance with the City's grant agreement with the Department of Local Affairs.

Background:

The City applied for and received funds from DOLA for storm water infrastructure improvements. The grant specifies that the City shall conduct at least one public hearing during the course of the project to get input on its performance from citizens. Any comments that are made during the public hearing shall be forwarded to DOLA.

Alignment with Strategic Planning:

The Comprehensive Plan states that if population reaches 10,000 the City of Delta will be required to comply with State and Federal wp3 storm water regulations. Staff has planned for long range drainage improvements to address this concern. The grant agreement requires a public hearing to be held during the course of the project to solicit feedback from the citizens.

Action to be Taken if Approved:

The hearing will be held tonight and any comments received will be forwarded to DOLA.

MEMO

To: Mayor and City Council
From: Jolene Nelson, City Clerk
Date: August 2, 2013
Subject: Delta Area Chamber of Commerce Special Event



Office of the City Clerk

Recommendation:

Staff recommends approving the application for a Special Events Liquor Permit for Delta Area Chamber of Commerce Special Event for their fund raiser scheduled at Bill Heddles Recreation Center on September 23, 2013.

Background:

The Delta Area Chamber of Commerce has submitted an application for a Special Events Liquor Permit for their fund raiser to be held at Bill Heddles Recreation Center in conjunction with the CML District 10 meeting. The application specifies that they plan to sell alcoholic beverages from 5:00 p.m. to 9:00pm.

The application is complete and the fees; \$35 to the City and \$25 to the State for each day, have been paid.

A sign notifying the public of this hearing has been posted at the site for at least ten days as required by law. As of the writing of this memo, no comments, either for or against the approval of the application, have been received by the City Clerk.

Cost:

There is no cost to the City.

Alignment With Strategic Planning:

Per Delta Municipal Code 5.10.010 "the Delta City Council is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code."

Actions To Be Taken if Approved:

The Mayor and Clerk will sign the application, and the Clerk will mail it to the State, who will review it and issue the permit.

DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Delta Area Chamber of Commerce</i>	State Sales Tax Number (Required) <i>00401876-0000</i>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>301 Main st Delta CO 81416</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Bill Hebbles Rec Center 530 Gunnison River Drive Delta CO 81416</i>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Gynee Thomassen</i>		<i>14340 Sunny slope Dr, Eckert CO 81419</i>	<i>970-201-4861</i>

5. EVENT MANAGER <i>Kami Collins</i>	2745 Tressman Rd Delta CO 81416
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>3</u>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Hours	From	To									
9-23-13	5	9	p.m.											

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>K Collins</i>	TITLE <i>Exec. Director</i>	DATE <i>7-15-13</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
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SIGNATURE	TITLE	DATE
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

MEMO

To: Mayor and City Council
From: Jolene Nelson, City Clerk
Date: August 2, 2013
Subject: Delta County Memorial Hospital Foundation



Office of the City Clerk

Recommendation:

Staff recommends approving the application for a Special Events Liquor Permit for Delta County Memorial Hospital Foundation for their fund raiser scheduled at Lion's Pavilion/Confluence Park on September 21, 2013.

Background:

The Delta County Memorial Hospital Foundation has submitted an application for a Special Events Liquor Permit for their fund raiser to be held at Lion's Pavilion in Confluence Park. The application specifies that they plan to sell alcoholic beverages from 7:00 a.m. to 6:00pm.

The application is complete and the fees; \$35 to the City and \$25 to the State for each day, have been paid.

A sign notifying the public of this hearing has been posted at the site for at least ten days as required by law. As of the writing of this memo, no comments, either for or against the approval of the application, have been received by the City Clerk.

Cost:

There is no cost to the City.

Alignment With Strategic Planning:

Per Delta Municipal Code 5.10.010 "the Delta City Council is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code."

Actions To Be Taken if Approved:

The Mayor and Clerk will sign the application, and the Clerk will mail it to the State, who will review it and issue the permit.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)
 DELTA COUNTY MEMORIAL HOSPITAL FOUNDATION 98-00207

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
 1501 E. 3RD ST
 DELTA, CO 81416

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
 LION'S PAULLION
 CONFLUENCE PARK
 DELTA, CO 81416

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE CAROL WICBURG		81416 3603 Cedar Dr, Delta, CO	970 874-9215
5. EVENT MANAGER THELMA STARNER		81416 3583 F RD, DELTA, CO	970 874-3242
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? 1 (3-2-13)	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____		

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
9-21-13 7 A .m. 6 P .m.				

OATH OF APPLICANT
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Patti A. Kalaha	TITLE Foundation Board Member	DATE 4/17/13
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$.

MEMO

To: City Council
From: Justin Clifton, City Manager
Date: August 2, 2013
Subject: CML Policy Committee



Office of the City Manager

Recommendation:

Staff recommends Council consider appointing someone to the CML Policy Committee.

Background:

Mary Cooper previously served as the City's appointed representative to the CML Policy Committee. She has since been elected to the Executive Board. Each municipality in Colorado is able to designate one representative to the Policy Committee. If there is a Council member who would like to participate, the Council could appoint that member. If there is not interest among Council members, I would be willing to serve. Although Delta is in a good position having Mary on the Executive Board, I think it is important that we remain "plugged in" at the policy level to make sure we have a voice in state politics.

Cost:

Cost would include reimbursement for travel, if and when necessary.

Alignment With Strategic Planning:

Participation on the Policy Committee ensures that Delta is able to voice its opinion on the front end of legislation in the state. Participation at the state level also provides opportunities to network and discover new opportunities for partnerships.

Actions To Be Taken if Approved:

Preparations will be made to attend the first two meetings scheduled in October and December of this year.

MEMO

To: City Council
From: Jim Hatheway, Public Works Director
Date: 31 July 13
Subject: Stantec Change Order for Remediation



Public Works

Recommendation:

City staff is recommending approval of the attached change order request from Stantec to facilitate additional work required at the former Ag Services location on Bridge Street.

Background:

Stantec has been providing environmental remediation consulting services to address unanticipated (at the time) UPRR requirements related to the former Ag Services site through a change order executed in October 2012. The original scope entailed completing a CDPHE Voluntary Cleanup application, completing site characterization sampling and monitoring well placement, and quarterly monitoring. By utilizing City forces, and through Stantec economizing their efforts as much as possible, the dollars originally budgeted for the scope above were able to be reallocated toward remediation support efforts. The original budget was exhausted during the first soil removal mobilization. Confirmation sampling of the site revealed that additional soils needed to be removed. This change order request will cover the costs not covered from the original allocation including work completed as part of the first removal, agency and UPRR coordination and post closure monitoring. Stantec has continued working, even though the budget is exhausted, to help the City meet Hamon's construction schedule for rail placement beginning in the middle of August. Based on preliminary calculations there is roughly \$30,000 remaining for site remediation after the completion of the second soil removal, so a portion of this change order will exceed budget for the site remediation.

A copy of the scope is attached.

Cost:

\$66,000 on a time and materials basis. All efforts will be made to utilize City forces to minimize the impact of this change order.

Alignment With Strategic Planning:

Confluence Drive is identified in the Master Roads plan and was supported by an overwhelming majority of voters for the issuance of bonds in support of construction of the truck route.

Actions To Be Taken if Approved:

City staff will execute a change order with Stantec for the scope identified in the attached scope.



INTRODUCTION

Stantec Consulting Services Inc. (Stantec) is pleased to provide this proposal for remediation support services for the City of Delta. Stantec understands that the City of Delta has purchased the lease for a property known as the Agricultural Services Property (Subject Property) that is currently owned by Union Pacific (UP) Railroad. Stantec previously prepared Phase I Environmental Site Assessment (ESA), Phase II ESA, and Voluntary Cleanup plans for the Subject Property. The three primary drivers for remediation of the Subject Property are:

- Restore the property to pre-lease conditions, to the extent practical;
- Remediate impacts to soil and groundwater associated with pesticides, nitrate and/or manganese; and
- Minimize City of Delta post-construction environmental liabilities.

Stantec proposes to provide support to the City of Delta for remediation activities that will be implemented per the Voluntary Cleanup Plan.

SCOPE OF WORK

Stantec will perform the following activities:

Oversight of Excavation Work, Composite Sampling, Waste Management Support (Task 1)

Stantec proposes to provide assistance to the City of Delta for oversight of excavation work. Stantec understands that at least one excavation event, with a total of 1,950 yards of soil removed, will be accomplished by the City of Delta using third-party subcontracted personnel. The field work requires oversight of the contractors to ensure that the proper locations and depths of excavation are accomplished, documentation provided to the County of Delta is complete and accurate, and waste manifests are completed with proper tracking of grid locations and approved data. Stantec understands that the excavation contractor will utilize one excavator with approximately four dump trucks being used to deliver material to the Delta County Landfill. Excavation work will also overlap with composite sampling work described below.

In addition to excavation oversight, 5-point composite samples are required for nitrate, manganese, and/or pesticides in most of the 32 grids. The sampling requirements will be finalized and further clarified during field work, based on field observations of the Subject Property conditions and the requirements of the Delta County Landfill, Colorado Department of Public Health and Environment (CDPHE), and UP. For the purposes of this proposal, 20 pesticide samples, 32 nitrate samples and 32 manganese samples were included.

Samples will be analyzed at TestAmerica in Arvada, Colorado or equivalent laboratory using the following EPA methods:

- Total and TCLP Pesticides: 8081A/1311
- Nitrate: 9056
- Manganese: 6010A



Through previous discussions with the City of Delta, the scope of the Task 1 likely requires two field personnel. The proposed costs assume that one City of Delta employee will assist with the oversight of the excavation work, thus requiring only one Stantec professional on the project site.

Data Evaluation, Agency Negotiations, Stakeholder Communication (Task 2)

There are multiple stakeholders involved in the project, including, but not limited to:

- City of Delta
- County of Delta
- Colorado Department of Public Health and Environment
- Adobe Buttes Landfill (aka. Delta County Landfill)
- Union Pacific Railroad
- Local Community
- Wells Excavating

Stantec anticipates a period of approximately one month where field and laboratory data will require frequent evaluation, combined with stakeholder communication and agency negotiations. Stantec will communicate project status through email messages, seek input from required stakeholders, and initiate modified sampling protocols as needed or requested by the City of Delta.

Additional Excavation Support (Task 3 – Optional)

For the purposes of this proposal, Stantec assumed that a second excavation, requiring equivalent volumes of soil removal and number of samples, may be required for the project. The need for additional sampling will be evaluated through data analysis and stakeholder communications. Discussions will be held with the City of Delta prior to initiating any work under this task.

Groundwater Monitoring, Reporting, and Closure (Task 4)

After excavation work is complete. Stantec anticipates transitioning groundwater monitoring to a consultant in Grand Junction in order to ensure cost effective collection of groundwater samples. Groundwater sampling events are assumed to take place approximately one month and three months after excavation work is completed. The need to use an alternative consultant assumes that Stantec environmental professionals will not be on site during the designated time periods. Stantec will continue to manage all other aspects of the project during this time. Groundwater samples will be collected for the following parameters and analyzed using the relevant EPA methods:

- Pesticides 8081
- Nitrate: 9056
- Total and Dissolved Manganese: 6010B

Subsequent to receipt of the final groundwater sampling data, Stantec will prepare a summary report, indicating areas and quantities of material excavated, summarizing soil and groundwater data, evaluating site conditions, and providing any further recommendations (if required). If all Subject Property conditions are consistent with Basic Standards for Groundwater in Colorado and Environmental Protection Agency Region 3,6, and 9 regional screening levels (RSLs), project closure and a request for no further action will be initiated with CDPHE.



ASSUMPTIONS

Stantec assumes the following for completion of the proposed scope:

- Work will be completed on a time and materials basis, not to exceed the estimated cost without client approval.
- Stantec assumed seven field days for each excavation event. Costs for weather delays, landfill delays due to the City of Delta contractor are not included.
- Due to the fact that certain areas of the Subject Property will become inaccessible due to construction in the near future, it is unclear whether the groundwater flow velocity and other geologic characteristics will allow a full understanding of the excavation's effect on groundwater quality. Stantec will make recommendations based on our experience and best understanding of the available data. Significant progress towards remediation of the Subject Property is likely, but the ability to restore the Subject Property pre-lease conditions and/or ensure groundwater is able to achieve levels consistent with the Basic Standards of Colorado or EPA RSLs is currently unclear when evaluated with the current project schedule. The City of Delta, County of Delta, and UP may still have to enter into a deed restriction agreement if excavation does not fully correct the identified conditions.

SCHEDULE, PERSONNEL, DELIVERABLES, AND COST

Subsequent to the City of Delta reviewing this proposal and providing authorization, Stantec will begin work immediately.

Russ Cirillo, a Senior Environmental Engineer and Colorado licensed professional engineer, will manage the work described above. Russ Cirillo will utilize personnel from Stantec's Denver, Colorado office to provide support for the project.

Stantec will provide email and verbal updates on an as-needed basis to ensure proper stakeholder communications. After the second groundwater monitoring event, Stantec will prepare one report, summarizing project activities. Stantec can transmit the report in hardcopy format (up to six copies) or electronic format. The report will be completed within four weeks of receipt of the second groundwater monitoring event.

The following costs are estimated for the project:

Task 1: \$24,000
Task 2: \$7,000
Task 3: \$22,000
Task 4: \$13,000

Total: \$66,000

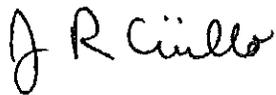
**CHANGE ORDER FOR ENVIRONMENTAL CONSULTING
SERVICES – 6/26/13**



Stantec

We look forward to working with the City of Delta on this important project. Please feel free to contact Russ Cirillo at 303-285-4600 if you have any questions regarding this proposal.

Best regards,



Russ Cirillo, PE
Senior Environmental Engineer

Attorney Comments



City Manager Comments



Councilmember Comments



Executive Session:

For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b); and 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 and discussion regarding issues related to the golf course snack bar lease.

Council Bill #3, 2013

AN EMERGENCY ORDINANCE OF THE CITY OF DELTA, COLORADO, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FROM THE SENTENEY FAMILY TRUST FOR THE CONFLUENCE DRIVE PROJECT.

WHEREAS, the City Council of Delta, Colorado (“Council”) has determined that it needs to construct a new public roadway through portions of the City to be known as Confluence Drive (“Confluence Drive” or the “Project”); and

WHEREAS, the Project will serve a public purpose by providing a truck bypass route around downtown;

WHEREAS, Council finds that the Project is necessary and in the public interest; and

WHEREAS, the City is empowered to acquire property and construct the Project pursuant to Section 1 of Article XX of the Colorado Constitution, Article I Section 3 of its Charter and C.R.S. § 38-1-202; and

WHEREAS, the City has budgeted and appropriated the necessary funds to construct the Project; and

WHEREAS, the City had previously identified and acquired the necessary public and private lands to construct the Project; and

WHEREAS, City negotiated an acquisition with one private property owner, the Senteney Family Trust (“Trust”), concerning a portion of its property located in Section 24, Township 15 South, Range 96 West; and

WHEREAS, the City and the Trust entered into an Agreement to Buy and Sell real Property dated July 7, 2012; and

WHEREAS, the transaction contemplated by that Agreement closed in August of 2012 and the Trust deeded certain property to the City; and

WHEREAS, subsequent to that transaction closing the Trust raised a color of title issue over and across a portion of property identified as Union Pacific Railroad (UPRR) right-of-way located near to the property acquired pursuant to the Agreement; and

WHEREAS, the City disputes the Trust’s claims as to the portion of the UPRR right-of-way, however the Project is proceeding and the Trust has not relinquished its claim; and

WHEREAS, the City has presented the principal representative of the Trust, Trustee Mr. Paul Senteney, with good faith offers to purchase the Trust’s property rights, if any, over and across the UPRR right-of-way; and

WHEREAS, the Trust has either rejected the offers or failed to respond within a reasonable time; and

WHEREAS, the City believes further negotiations with the Trust would be futile; and

WHEREAS, the City has let contracts for the Project and construction is proceeding, necessitating a coordination among the trades and the general contractor to ensure the Project is delivered on time, within scope, and at budget; and

WHEREAS, the City cannot afford additional delays to the Project caused by the existence of this supposed title claim; and

WHEREAS, the City has an immediate need to acquire title to the disputed property at issue in order to ensure the Project continues as planned without allegations of title claims; and

WHEREAS, although the City would prefer to acquire the Trust's interests via purchase, the Council nevertheless concludes that the exercise of the City's power of condemnation is the only reasonable and practical means for acquiring the Trust's claimed interest in the UPRR right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

Section 1. Recitals. The foregoing recitals are adopted and made part of this Ordinance as findings of the City Council.

Section 2. Petition in Condemnation. City Staff, including the City Attorney, shall be and are empowered and authorized to commence and prosecute with all diligence a petition in condemnation pursuant to C.R.S. § 38-1-101 *et seq.* to obtain unencumbered title to the portion of the UPRR right-of-way needed by the City in which the Trust claims an interest. Nothing herein shall operate as a bar to a negotiated resolution of this matter at any point in the future, subject to formal Council approval.

Section 3. Immediate Possession. The prosecution of the condemnation petition shall include seeking an order of immediate possession at the earliest permissible time pursuant to C.R.S. § 38-1-105(6).

Section 4. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

Section 5. Declaration of Emergency. In accordance with the City Charter and C.R.S. § 31-16-105, the City Council hereby finds and declares that an emergency exists and this Ordinance is necessary for the immediate public peace, health and safety in order to ensure that the Confluence Drive project can proceed on schedule and on budget, and to ensure that those individuals working on the project are not exposed to claims of liability or trespass. This Ordinance shall become immediately effective upon adoption, if approved by an unanimous vote of all five of the members of the Council. If this Ordinance is approved by less than all of the members of the Council, this Ordinance shall become effective thirty (30) days following the

publication of the Ordinance.

INTRODUCED, READ, PASSED following a public hearing at a regular meeting of the City Council of the City of Delta, Colorado, held on August 6, 2013

CITY COUNCIL
DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

Councilmember _____ introduced, read and moved the adoption of the Ordinance titled,

AN EMERGENCY ORDINANCE OF THE CITY OF DELTA, COLORADO,
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY
FROM THE SENTENEY FAMLY TRUST FOR THE CONFLUENCE DRIVE
PROJECT.

and upon adoption required that it be published pursuant to law and recorded in the book of Ordinance Record.

Councilmember _____ seconded the motion. On roll call, the following Councilmembers voted "Aye":

_____, _____,
_____, _____,

The following Councilmembers voted "Nay":

_____, _____,
_____, _____,

SETTLEMENT AGREEMENT

This agreement is made and entered into effective as of June 1, 2013, by and between Jeri Roberts, Dianne Anderson and Stockyards Restaurant, Inc., a Colorado corporation, (hereinafter collectively referred to as "the Stockyards") whose business address is 1205 Main St., Delta, CO 81416, and the City of Delta, Colorado, a Colorado municipal corporation (hereinafter referred to as "the City"), the address for which is P. O. Box 19, Delta, CO 81416, and is to witness:

Recitals

Whereas, the Jeri Roberts and Dianne Anderson, dba the Stockyards Restaurant, Inc. hold record title to certain real property located within the municipal limits of Delta, Colorado, said property being more particularly described as Block A, South Delta Addition, together with a parcel of land deeded by City to Jeri Roberts and Dianne Anderson via quit claim deed dated March 17, 2010 recorded in the land records of Delta County, Colorado on March 18, 2010 at Reception No. 641580 (hereinafter collectively sometimes referred to as "the Stockyards property"); and

Whereas, the parties dispute their relative rights to certain other real property immediately surrounding said Block A of the South Delta Addition, which disputed property includes (1) an area lying south of the intersection with Twelfth Street and west of the present western boundary of U. S. Highway 50, and (2) that portion of the right-of-way of Twelfth Street lying beneath the building and site improvements of the Stockyards Restaurant, (3) a strip of land fifty feet in width along and adjacent to the entire western boundary of Block A, which strip is co-linear with the centerline of existing tracks of the Union Pacific Railroad and (4) an area located south of the Stockyards property which is now titled to the City by virtue of a deed from the County of Delta dated December 4, 2007 and recorded November 12, 2009 under Reception #638967 of the Delta County, Colorado records; and

Whereas, the City is in the final stages of acquiring land for the development of the southernmost part of a municipal roadway to be known as Confluence Drive, the pertinent part of which roadway is currently planned to run in a southeasterly direction along the entire western side of the Stockyards property and ultimately intersect U. S. Highway 50 immediately south of the Stockyards property; and

Whereas, in connection with its plans for development of the southernmost part of Confluence Drive, the City needs to acquire and use certain land belonging to, and/or claimed by, the Stockyards and, in addition, will need to take, eliminate or alter some of the access to, and parking areas being used by, the Stockyards for restaurant business purposes; and

Whereas, in order to realize any of its plans for development of the southernmost part of Confluence Drive, the City must first conclude a separate property exchange agreement with the Union Pacific Railroad Company ("the UPRR") that was executed on or about May 29, 2013; and

Whereas, the parties have reached an agreement whereby the City will, contingent upon closing of the aforementioned property trade agreement with the UPRR, acquire land belonging to,

or claimed by, the Stockyards for the purpose of constructing the southernmost part of Confluence Drive and will offset the effect of such takings by providing the Stockyards with alternate access, parking and other land as full compensation for said takings; and

Whereas, it is the intention of the parties that, upon completion of all of the requirements of this agreement, the Stockyards will possess record title to the entire parcel shown on the preliminary plat attached hereto as Exhibit A, free from any claims which might otherwise be asserted by the City or UPRR.

Agreement

Now therefore, for and in consideration of the mutual obligations undertaken by the parties hereunder, and contingent upon full closing of the aforementioned separate property exchange agreement between the City and the UPRR, the parties hereby agree as follows:

1. Upon closing of its aforementioned property exchange agreement with the UPRR, the City shall so notify the Stockyards and provide copies of any principal title exchange documents that may be requested of it. As soon as reasonably possible after such closing with the UPRR, and within the hereinafter specified deadlines, the City shall complete all of the actions listed under the following subparagraphs A through D:

A. Within no more than seventy-five (75) days after the closing of its separate property exchange agreement with the UPRR, the City shall fully vacate (1) the historically platted segment of Twelfth Street (having a platted width of 75 feet) that lies west of its intersection with the west line of Main Street as shown on the attached Exhibit A and (2) any portion of the originally platted right-of-way for Main Street in the South Delta Addition which runs west of the western boundary of U. S. Highway 50 from the southwest corner of said highway's intersection with Twelfth Street along the entire east line of the Stockyards property as shown on the attached Exhibit A. Both of the required vacations shall be accomplished by an ordinance that is fully adopted by the City and recorded in the public records within the specified deadline. The vacation of the aforementioned segment of Twelfth Street shall be made subject to a reservation by the City for the placement, operation and maintenance of underground utility lines beneath the 25-foot wide part of the segment of Twelfth Street to be so vacated, as shown on Exhibit A (i.e. the northernmost 25 feet of the South half of Twelfth Street).

B. Also within the aforementioned seventy-five (75) day deadline, the City shall complete the installation of approximately 125 feet of culvert in an existing ditch which runs across the west end of the aforementioned segment of Twelfth Street north of the Stockyards property, all as shown on the attached Exhibit A, and shall backfill said ditch with compacted material so that it is level with the surrounding areas and capable of being safely traversed by vehicular traffic for purposes of permanent public parking and ingress and egress to and from the property to become titled to the Stockyards in accord with this agreement.

C. Also within the aforementioned seventy-five (75) day deadline, the City will prepare and

submit to the Stockyards, for their initial review and reasonable comment, a final re-plat of their Block A depicting all areas contemplated for transfers and reservations under this agreement, and all other features and facilities now contemplated by and depicted on the attached re-plat labeled Exhibit A. The final re-plat shall be substantially identical to said attached re-plat (Exhibit A) depicting, at a minimum, all property boundaries, all survey monument locations, all utility and public improvement easements, and all dedicated public parking areas and access corridors contemplated by this agreement.

D. Also within the aforementioned seventy-five (75) day deadline, the City will prepare and deliver to the Stockyards, for their review and reasonable comment, the following additional legal instruments:

(1) An instrument substantially in the form attached hereto as Exhibit B creating for the benefit of the Stockyards an irrevocable, non-exclusive parking and access easement to an area, including that occupied by the aforementioned ditch, consisting of a total of approximately 0.25 acres as shown on the attached Exhibit A. (The parties acknowledge that the area of this non-exclusive parking and access easement will be made generally available by the City for public uses that are consistent with vehicular parking and access.)

(2) A form of quitclaim deed substantially in the form attached hereto as Exhibit C transferring to the Stockyards any and all interest that the City may have or claim in or to Block A, South Delta Addition, together with that portion of the following land which is not required by the City for construction and use of Confluence Drive: (a) land specified in a quitclaim deed from Delta County to the City of Delta dated December 4, 2007 recorded in the land records of Delta County, Colorado on November 12, 2009 at Reception No. 638967 and (b) land generally described as the south half of the segment of Twelfth Street to be vacated in accord with subparagraph 1A of this agreement, all as generally depicted on the attached Exhibit A. The City's quitclaim deed will contain reservations of easements for (a) underground utilities within the 25-foot wide strip referred to in the last sentence of paragraph 1A hereinabove, and (b) public utilities and street-related improvements (including sidewalks, curbing and gutters, lighting, signage etc.) within the outermost ten (10) feet of the southern perimeter of the property to be conveyed by the City's quitclaim deed to the Stockyards, all as generally depicted on the attached Exhibit A.

(3) A quitclaim deed substantially in the form attached hereto as Exhibit D transferring to the City any and all interest that the Stockyards may have or claim in or to all land in Section 24, Township 15 South, Range 95 West of the 6th P.M. lying west of the surveyed east line of Confluence Drive.

Legal descriptions appended to or incorporated in all three of the aforementioned instruments of conveyance shall be clarified by further reference to the recorded final re-plat required under subparagraph 1C above. Notwithstanding any other provision of this agreement to the contrary, it is specifically agreed that, if the City fails to perform any of its obligations required by this paragraph 1 (A - D) within the specified 75-day deadlines, the Stockyards

may, at its sole option, elect to terminate this agreement upon written notice to the City and thereby avoid all performance obligations of its own hereunder. It is further provided that, if the City's aforementioned property exchange agreement with the Union Pacific RR Company fails to close, this settlement agreement of the parties, and all obligations and undertakings hereunder shall be null and void and cease to have any force or effect.

2. Promptly upon timely completion of all of the City's obligations set forth paragraph 1 above, the parties shall conduct a closing of this agreement at either the City Hall of Delta, Colorado or other place mutually agreed upon by them. At the time of such closing, the parties shall each execute, acknowledge and deliver for public recording the finally approved versions of the subject final re-plat, quitclaim deeds and other instruments referred to in paragraph 1 hereinabove and such other instruments that may be reasonably required of them to give full effect to this agreement. (The subject re-plat shall be recorded first so that its recording information can be referenced in the deeds and other instruments to be also recorded.)

3. During actual construction of Confluence Drive along the western edge of the Stockyards property, whether before or after the aforementioned "closing" of this agreement, the City shall also construct a vehicle entrance/exit ramp from and into only the northbound lanes of said roadway in the location generally depicted on the attached Exhibit A; and it will be further depicted on the parties' final re-plat of Block A referred to in subparagraph D(1) of this agreement. In order to comply with restrictions anticipated under controlling permits issued by the Colorado Department of Transportation (hereinafter referred to as "CDOT"), the subject entrance/exit to be constructed by the City shall be posted with signage that allows right-hand vehicular turns from and into the northbound lanes of Confluence Drive, and also left-hand turns from the southbound lanes of said roadway, but prohibits all other types of vehicular turns.

4. To the fullest extent of its own authority and control, the City shall permanently leave open and maintain an existing public access corridor from U.S. Highway 50 that has historically run through the existing north half of Twelfth Street and through the intersecting north-south alley between Eleventh and Twelfth Streets one block west of Main Street and immediately behind the property now occupied by the City's power plant, as generally depicted on the attached Exhibit A. The parties acknowledge that, in order to comply with restrictions anticipated under controlling CDOT permits, the entrance/exit from the aforementioned public access corridor into U.S. Highway 50 shall, at the time Confluence Drive is fully constructed and ready for use, be posted with signage that allows only right-hand vehicular turns from and into the southbound lanes of U.S. Highway 50, but that prohibits all other types of vehicular turns.

5. As soon as can be practically accomplished following the closing of its separate property exchange agreement with the UPRR, and in any event prior to the closing of this agreement, the City shall have its surveyor actually install physical survey pins or monuments in the places shown on Exhibit A in order to visibly distinguish the private property to be owned by Stockyards from public property to be owned by the City and/or CDOT).

6. If any project-related fencing is hereafter required by law or governmental regulations between the City's Confluence Drive and the property (re-platted Block A) that will ultimately be

titled to the Stockyards under this agreement, or if any other project improvements are required by this agreement or otherwise in connection with construction, operation or use of Confluence Drive (specifically including but not limited to, the entrance/exit ramp from northbound lanes of Confluence Drive contemplated under paragraph 3 of this agreement, and all required curbs, gutters or sidewalks), any such required fencing and/or other improvements shall be erected or constructed by the City at the City's sole expense without contribution from the Stockyards. Thereafter, all structural maintenance of such facilities shall be performed by the City at its sole expense; it being provided however that Stockyards shall retain the basic surface maintenance obligations customarily imposed by local ordinances upon private landowners as to public walkways within the boundaries of their own property (e.g., obligations to keep such walkways free and clear of potentially hazardous accumulations of snow, ice and other surface debris).

7. Each of the parties hereby represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered pursuant to law on its behalf and thus constitutes a legal, valid and binding obligation of the party making this representation and giving this warranty.

8. This Agreement and all obligations contained herein are in full and final settlement of all issues which have been raised, or could have been raised, by the parties in this action. It shall, in all respects, be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

9. Each of the parties irrevocably waives, and releases the other party from, all liability for or on account of any and all claims, of every sort and description, whether known or unknown, accrued or contingent, which it may now have, or hereafter acquire, against the other relating to, or arising out of, the property which is the subject of this Agreement or the transactions of the parties in connection therewith or relating in any way to the construction of the Confluence Drive by the City or the City's need to acquire land therefore through agreement or condemnation or otherwise. Nothing in this waiver and release shall apply to, or be construed to release either party from, any obligation to perform obligations specified in this agreement.

10. Miscellaneous Provisions:

a. This Agreement contains and constitutes the entire understanding of the parties, and supersedes any and all prior agreements and understandings relating to the subject matter thereof. No agreement, waiver, approval or consent contemplated by this Agreement shall be valid or effective unless set forth in writing signed by all parties hereto. The parties hereto agree to execute any documents and to do all such acts as may be necessary to effectuate any transaction contemplated by, or required to fully and completely implement all provisions of, this Agreement.

b. Each party hereto has had the opportunity to consult with counsel of his, her or its own choosing prior to entering into this Agreement. This Agreement shall be deemed for all purposes to have been drafted equally by both of the parties and no rule of construction shall be applied to interpret the terms of this Agreement against either party. Each party shall be solely responsible for its own attorney fees and costs associated with the negotiation,

drafting, preparation or review of this Agreement and all documents contemplated herein. The parties hereby stipulate that the failure of either party to fully perform hereunder would cause the other party to suffer serious, irreparable injury incapable of being fully redressed by an award of damages. In order to prevent such injury and the harm likely to result from any breach of this Agreement, the parties hereby covenant and agree that, in addition to any other remedies which may be available in the event of breach, the parties shall be entitled to equitable relief to compel compliance with the provisions of this Agreement. In the event of any legal action involving this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses associated with such action or litigation, including but not limited to, attorneys fees, witness fees, expert witness fees, travel and other expenses, copying, telephone and all other charges and expenses.

c. This Agreement shall be binding upon the successors and assigns of the respective parties.

d. All obligations of the parties hereto shall survive its closing and remain in effect until all obligations hereunder are fully performed. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise by a party hereto of any right hereunder preclude the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

e. Electronic or facsimile signatures shall be accepted as originals hereunder.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

g. Time is of the essence with respect to this Agreement and the performance of all obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date set forth above.

City of Delta, Colorado

Attest:

By: _____
Mayor

City Clerk

Stockyards Restaurant, Inc.

Attest:

By: _____
President

Secretary

Jeri Roberts

Dianne Anderson

STATE OF COLORADO:

COUNTY OF DELTA:

On _____, 2013, Edward C. Sisson and Jolene Nelson personally appeared before me and having attested under oath that they are the Mayor and City Clerk, respectively, of the City of Delta, Colorado and duly authorized to act on behalf of said entity, acknowledged their signing of the foregoing instrument.

Witness my hand and seal. My commission expires _____.

Notary Public

STATE OF COLORADO:

COUNTY OF DELTA:

On _____, 2013, Jeri Roberts and Dianne Anderson personally appeared before me and having attested under oath that they are the President and Secretary, respectively, of Stockyards Restaurant, Inc. and duly authorized to act on behalf of said entity, acknowledged their signing of the foregoing instrument in their individual capacities and in their capacities as officers of the said corporation.

Witness my hand and seal. My commission expires _____.

Notary Public

EASEMENT DEED AND AGREEMENT

This instrument, made and entered into this _____, _____ by and between the City of Delta, a Colorado municipality of 360 Main Street, P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as ("the City")), and Jeri Roberts and Dianne Anderson, dba Stockyards Restaurant of 1205 Main Street, Delta, Colorado 81416 (hereinafter referred to as "the Stockyards owners"), is to witness:

Recitals

For purposes of the City's development of a new municipal roadway to be known as Confluence Drive, the parties have previously entered a Settlement Agreement bearing the effective date of June 1, 2013 under which they have agreed to an adjustment of their former property boundaries. The City has, among other things, also agreed to provide the Stockyards owners with an easement for a vehicular parking and access area usable in connection with their restaurant business at 1205 Main Street in Delta, Colorado. The parties intend this instrument to be a permanent conveyance of the easement and a memorial of certain agreements pertaining thereto.

Specific Grant of Permanent Easement

The City hereby grants and conveys to the Stockyards owners, and their heirs, successors and assigns in perpetuity, the following:

1. A non-exclusive easement for vehicular parking and access over, upon and through the surface of the City's land located adjacent to, and immediately north of, the restaurant property generally described as "Block A" on the instrument entitled "Replat of Block A and Map of Adjoining Areas in the South Delta Addition" recorded _____ under Reception No. _____ of the Delta County, Colorado records. The specific area of the subject easement is depicted on said recorded Replat and Map.

Related Long-Term Agreement Provisions

With regard to the aforementioned easement, the parties agree as follows:

- 1. The easement area may be developed and maintained by the City for general public uses that are compatible with vehicular parking and access to, from and about the Stockyards Restaurant.
2. The City shall hereafter maintain the gravel surface of the easement in a condition sufficient for the uses expressly intended by this instrument.
3. The provisions of this instrument shall be deemed to run with title to the land described as Block A on the on the aforementioned recorded Replat and Map.

In witness whereof, the parties hereto have set their hands and seals, effective as of the day and year first above written.

City of Delta, Colorado

By: _____
Edward C. Sisson, Mayor

Attest: _____
Jolene Nelson, City Clerk

Jeri Roberts

Dianne Anderson

STATE OF COLORADO)
) ss.
COUNTY OF DELTA)

The foregoing EASEMENT DEED AND AGREEMENT was subscribed, sworn to and acknowledged before me this _____ day of _____, _____ by Edward C. Sisson, as Mayor, and Jolene Nelson, as City Clerk, for the City of Delta, a Colorado municipality.

WITNESS my signature and official seal.

My commission expires: _____.

Notary Public

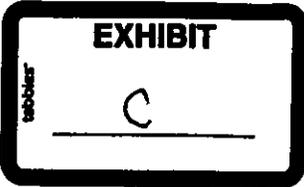
STATE OF COLORADO)
) ss.
COUNTY OF DELTA)

The foregoing EASEMENT DEED AND AGREEMENT was subscribed, sworn to and acknowledged before me this ____ day of _____, _____ by Jeri Roberts and Dianne Anderson.

WITNESS my signature and official seal.

My commission expires: _____.

Notary Public



QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, _____ between **Jeri Roberts and Dianne Anderson**, dba the Stockyards Restaurant, Inc., of the County of Delta and State of Colorado, Grantors, **and the City of Delta**, a Colorado municipality, whose legal address is 360 Main Street (P.O. Box 19), Delta, Colorado 81416, of the County of Delta and State of Colorado, Grantee,

WITNESSETH, That the Grantors, for good and valuable consideration of less than One Hundred and no/100 (\$100.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUIT CLAIMED, and by these presents do remise, release, sell and QUIT CLAIM unto the Grantee, all of the right, title, interest, claim and demand which the Grantors have in and to the real property, together with improvements, if any, situate, lying and being in the County of Delta and State of Colorado, described as follows:

All of the Southeast Quarter of Section 24, Township 15 South, Range 95 West of the 6th P.M., excepting the area designated and depicted as "Block A" on the instrument entitled "Replat of Block A and Map of Adjoining Areas in the South Delta Addition" recorded on _____ under Reception No. _____ of the Delta County, Colorado records. Subject to the provisions of the Easement Deed and Agreement recorded on _____ under Reception No. _____ of said records. (Said real property has no currently assigned street address.)

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 Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns forever.

IN WITNESS WHEREOF, The Grantors have caused their names to be hereunto subscribed on the day and year first above written.

Jeri Roberts

Dianne Anderson

STATE OF COLORADO)
) ss.
COUNTY OF DELTA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Jeri Roberts and Dianne Anderson.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

