



A G E N D A
October 28, 2014

LOBBY CONFERENCE ROOM

4:00 P.M.

Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. Call Heather Geyer, Public Information Officer at 303-235-2826 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

- A. Call Meeting to Order**
- B. Roll Call**
- C. Approval of Minutes: August 26, 2014**
- D. Officers Reports**
- E. Public Forum**
- F. New Business**
- G. Old Business**
 - 1. Update on Single Family Homes Rehab and Sales**
 - 2. Fruitdale School**
- H. Other**
- I. Adjournment**



**Minutes of Meeting
August 26, 2014**

A. CALL THE MEETING TO ORDER

The meeting was called to order at 4:02 p.m. by Chair Thompson in the City Council Chambers of the Municipal Building, 7500 West 29th Avenue, Wheat Ridge, Colorado.

B. ROLL CALL OF MEMBERS

Authority Members Present: Thomas Abbott
Chad Harr
Tracy Langworthy
Janice Thompson
Jennifer Walter

Authority Members Absent: None

Also Present: Lauren Mikulak, Senior Planner
Henry Wehrdt, JCHA
Larry Nelson, Cornerstone Realty
Betty Maybin, Cornerstone Realty
Kim Waggoner, Recording Secretary

C. APPROVAL OF MINUTES: July 22, 2014

It was moved by Ms. Langworthy and seconded by Ms. Walter to approve the minutes of July 22, 2014 as written. Motion carried 4-0 -1 with Mr. Harr abstaining.

D. OFFICERS REPORTS

There were no officers' reports.

E. PUBLIC FORUM

Dick Morishige

1909 Parfet Estates Dr., Golden, CO

Mr. Morishige stated he owns the property at 10880 W. 45th Ave. and expressed his concerns related to Fruitdale potentially being reused as a high school. He was concerned about potential impacts related to parking, a potential parking garage structure, noise, security and parking overflow on 45th Ave.

Craig Horlacher

10720 W. 45th Ave.

Mr. Horlacher stated he is the President of the Fruitdale Roof Maintenance Association, Inc. He stated concerns about the potential impacts of a new high school on the Fruitdale Patio Homes neighborhood. He provided a list of concerns and questions to be forwarded to Mountain Phoenix. He had questions regarding the City and Housing Authority role in reviewing and regulating the school and associated redevelopment.

Ms. Mikulak stated the Housing Authority owns Fruitdale School and is seeking a buyer. The reverter clause requires the use to be a school. Public schools are allowed in any zone district by state law. The Colorado Department of Education has jurisdiction over public school buildings and construction; because the school is a public charter school it is not subject to local zoning and building codes. She said she can advise Mountain Phoenix of their concerns. She stated Mountain Phoenix is in negotiations to purchase the vacant piece to the west to accommodate sufficient parking on site. At the existing Mountain Phoenix campus at Miller and I-70 Frontage Road North, the school has demonstrated that they are willing to work with neighbors to mitigate concerns.

Mr. Horlacher asked if the viability of the project depends on the acquisition of the property to the west. Ms. Mikulak replied yes in terms of parking.

Chair Thompson stated the Fruitdale Building Corporation proposal for a charter high school was the best and most viable proposal received from the Request for Information.

F. NEW BUSINESS

G. OLD BUSINESS

1. Update on Single Family Homes Rehab and Sales

Mr. Nelson stated the closing for the Otis St. property will be on August 27.

Mr. Wehrdt stated a scope on the sewer line was done and the property will be mowed one more time.

A. Budget Memo

Ms. Mikulak reviewed the budget memo which included expenses to date and expected expenses. The rehabilitation of the two homes (Otis and W. 44th Place) is projected to be over budget and the County has advised that some of the overspending may need to be paid out of the Authority's operating expenses. She urged the Authority to be mindful of the budget when reviewing the scope of work for the rehabilitation of the property at 6605 W. 44th Place.

Ms. Mikulak shared current photos of the property at W. 44th Pl. and explained the property in detail. The Cost Estimate Report for W. 44th Pl. which was prepared by Mr. Wehrdt was reviewed by the Authority. Mr. Abbott observed that it is a challenge to balance the need to adhere to the budget versus the need to provide a home that is code compliant and is appealing to today's buyers.

Mr. Nelson stated that curb appeal and attractive finishes is important to any buyer. The Housing Authority is limited in the types of buyers they can attract because buyers need to have qualifying incomes and because the buyer will have to meet additional requirements including attending required home buyer classes.

Mr. Wehrdt stated the property and home should be consistent with the neighborhood.

Ms. Langworthy stated the rehabilitation of 6605 W. 44th Place will modernize the property without losing the character of the smaller, older home. The rehabilitation may encourage surrounding property owners to invest in their homes and there will be an increase in property ownership in Wheat Ridge. The members agreed. Ms. Langworthy expressed support for the Housing Authority spending their own funds to ensure a high quality home; there is a large return on a relatively small investment in that the program increases homeownership and improves neighborhoods.

Ms. Mikulak stated that the County will not be returning the CDBG Program Income after the rehabilitation of W. 44th Place. In recent years, the County has revised how CDBG funds are allocated and Wheat Ridge does not receive an automatic allocation. In the future the Housing Authority will need to submit a proposal and apply for funds. Later this year, the Housing Authority will do strategic planning to consider what the next focus of the Authority should be. She stated there are a lot of options and opportunities for future Authority projects.

Mr. Nelson and Ms. Maybin left the meeting at 5:19.

2. Fruitdale School

Ms. Mikulak stated the purchase agreement was emailed to the Fruitdale Building Corporation for review. They have indicated their timeline is still consistent with the project timeline included with the proposal. She anticipates a meeting in the near future with Fruitdale Building Corporation. Any updates on the negotiations of the purchase agreement will be distributed to the group via email.

H. OTHER

1. 2013 Audit

Ms. Langworthy stated the audit is good and there is no indication of any inappropriate actions.

I. ADJOURNMENT

It was moved by Mr. Abbott and seconded by Mr. Harr to adjourn the meeting at 5:26 p.m. Motion carried 5-0.

Next meeting is scheduled for September 23.

Janice Thompson, Chair

Kim Waggoner, Recording Secretary

DRAFT



To: Chair and Members of Wheat Ridge Housing Authority

From: Lauren Mikulak, AICP, Senior Planner

Subject: 6605 W. 44th Place – Contractor Bids

Date: October 22, 2014 (for October 28 WRHA meeting)

At the August 26th meeting of the Wheat Ridge Housing Authority, a proposed scope of work was reviewed for work related to the rehabilitation of the property at 6605 W. 44th Place. Henry Wehrdt, JCHA Construction Manager, subsequently solicited bids from contractors. Those bids were provided on October 13 and are attached for your review.

Two firms chose not to submit bids (as indicated by the zero dollar amounts). Line items 9, 19, and 34 have been proposed by Mr. Wehrdt as potential deletions from the scope of work. Removing these tasks could reduce the bids by about 8%.

At the meeting on October 28, we will review the attached bids and next steps for rehabilitation of this property.

Proposal Summary
 WRHA
 6605 West 44th Place
 Wheat Ridge, CO 80033

Wheat Ridge Housing Authority

Item	Description	Internal Estimate	COLORADO CUSTOM TRIM	GIL-ROY CONSTRUCTION, INC.	H&F SERVICES, INC.	JO-D ENTERPRISES, INC.
	Total	36,325.00	0.00	64,520.00	0.00	68,000.00
1	Entry Door: Remove existing and provide and ins	850.00	0.00	1,200.00	0.00	1,020.00
2	Rear Entry Door (1): Remove existing, and provid	650.00	0.00	1,200.00	0.00	1,020.00
3	Add New Storm Doors (2): Provide and instal ne	600.00	0.00	880.00	0.00	1,100.00
4	Garage Door (16): Remove the existing overhead	1,500.00	0.00	1,450.00	0.00	1,370.00
5	New Windows (4): Provide and install 2 new repl	2,000.00	0.00	2,750.00	0.00	2,400.00
6	Exterior Siding (clean) and Paint Ext: Power was	800.00	0.00	3,050.00	0.00	2,360.00
7	Sprinkler System: Verify operation, clock, covera	200.00	0.00	300.00	0.00	750.00
9	Exterior work: The fiberglass cover on the carpo	1,600.00	0.00	2,500.00	0.00	3,000.00
10	Tree/bush Trimming: Trim trees in back and fr	700.00	0.00	1,250.00	0.00	2,500.00
11	Exterior faucets: Add new frost resistance valves	300.00	0.00	240.00	0.00	350.00
12	Replace Water Supply Lines (PEX): Replace the	1,000.00	0.00	1,980.00	0.00	2,430.00
13	Clear Sewer Line/Jetted: Run power jetted equip	600.00	0.00	500.00	0.00	540.00
14	Washer Hook-up: Redo plumbing waste line and	500.00	0.00	750.00	0.00	910.00
15	Replace Waste Lines: Replace the lead and and	900.00	0.00	900.00	0.00	1,120.00
16	Kitchen Sink: Provide and install new stainless st	500.00	0.00	1,050.00	0.00	1,220.00
17	Kitchen Cabinets: Provide and install new kitcher	6,300.00	0.00	11,300.00	0.00	10,900.00
18	Skylight Change: Trim existing skylite opening in	200.00	0.00	310.00	0.00	200.00
19	Wall/Ceiling Reconstruction: Reframe walls and c	1,200.00	0.00	1,050.00	0.00	1,280.00
20	Relocate Dryer Vent: Move the existing dryer ven	250.00	0.00	500.00	0.00	470.00
21	Remove Half Closet: Remove the existing closet	800.00	0.00	380.00	0.00	470.00
22	New Interior Doors (5): Provide and install new in	1,625.00	0.00	1,900.00	0.00	1,720.00
23	Interior Door: Remove existing frame and hardwa	850.00	0.00	1,450.00	0.00	1,300.00
24	Wood Floor Refinish: Prepare, sand and refinish	1,150.00	0.00	3,080.00	0.00	3,380.00
25	Interior Painting: Prep walls and trim for painting	1,600.00	0.00	3,225.00	0.00	3,240.00
26	Interior texture: Prepare all interior walls and ceili	750.00	0.00	2,725.00	0.00	3,300.00
27	Sheet Vinyl Flooring: Repair existing sub-floor wh	350.00	0.00	1,550.00	0.00	1,080.00
28	Electrical Repairs: Retain the existing service pai	1,200.00	0.00	6,600.00	0.00	7,020.00
29	Repair/Replace Light Fixture: Replace laundry ro	500.00	0.00	550.00	0.00	600.00
30	Bath tub mixer valve: Install retro-fit mixer valve i	300.00	0.00	680.00	0.00	750.00
31	Bathroom Vanity/banjo top: Remove existing and	750.00	0.00	1,580.00	0.00	1,320.00
32	New Energy Saving Appliances: Provide and inst	4,000.00	0.00	3,100.00	0.00	4,450.00
34	Covered Front Porch: Remove knotty pine and c	400.00	0.00	1,640.00	0.00	1,400.00
35	Crawlspace Insulation: Provide and install perime	800.00	0.00	1,600.00	0.00	1,680.00
36	Attic Insulation-Add: Provide and install blown-in	600.00	0.00	1,300.00	0.00	1,350.00

3200 *5190* *5680* *Potential Delete's*

Delete

Delete

Delete



To: Chair and Members of Wheat Ridge Housing Authority

From: Lauren Mikulak, AICP, Senior Planner

Subject: Fruitdale School Update

Date: October 22, 2014 (for October 28 WRHA meeting)

At the July 22nd meeting of the Wheat Ridge Housing Authority, board members made a motion directing staff to negotiate a purchase contract with the Fruitdale Preservation Foundation for the sale of Fruitdale School for use as a charter school. Negotiations continue to progress, and closing is anticipated to occur by mid-November.

Staff is seeking approval of the Housing Authority on several items related to the sale:

- The Housing Authority needs to approve a formal resolution authorizing the sale of the property. A draft resolution is attached for your review.
- The Housing Authority needs to approve the final language of the Restrictive Covenant. The covenant includes the three conditions that were conditions of the July 22nd motion:
 1. That the word Fruitdale be maintained in the school name,
 2. That the historic qualities of the exterior be preserved, and
 3. That the purchasers renovate and open a school within certain timeframes or deed the property back to WRHA.The purchasers have agreed to these conditions. The covenant is attached for your review.
- In 2011, the Housing Authority executed a revocable exclusive license agreement with the Jefferson County School District to allow use of the existing playground which extends into the WRHA property. The Housing Authority may need to terminate this agreement or transfer it to the purchasers. Staff will provide an update and recommendation at the October 28 meeting.

WHEAT RIDGE HOUSING AUTHORITY
RESOLUTION NO. 4
SERIES 2014

TITLE: A RESOLUTION APPROVING THE SALE OF REAL PROPERTY OWNED BY THE AUTHORITY TO THE FRUITDALE BUILDING COPORATION, LLC

WHEREAS, the Wheat Ridge Housing Authority (the "Authority") is the owner of certain real property located within the City of Wheat Ridge, County of Jefferson, more particularly described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the Authority has determined that the Property is no longer necessary for the Authority's purposes; and

WHEREAS, the Authority has entered into a purchase and sale agreement with Fruitdale Building Corporation, a Colorado nonprofit corporation, for the sale of the Property; and

WHEREAS, on _____, 2014 the Authority authorized its staff to negotiate, and the Authority Chair to execute a purchase and sale agreement with the Fruitdale Building Corporation for the sale of the Property.

NOW THEREFORE, be it resolved by the WRHA as follows:

1. The Authority hereby ratifies and confirms its prior approval of the sale of the Property to the Fruitdale Building Corporation.
2. The Authority hereby authorizes and directs the Chair and Secretary to the Authority to execute all documents and take all further actions necessary to the conveyance of the Property to the Fruitdale Building Corporation.

DONE AND RESOLVED this _____ day of October, 2014.

WHEAT RIDGE HOUSING AUTHORITY

By: _____
Janice Thompson, Chair

ATTEST:

Kim Waggoner, Secretary

Exhibit A
Legal Description of the Property

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO;

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897 BEING THE NORTHERLY RIGHT OF WAY LINE OF WEST 44TH AVENUE, SAID POINT ALSO LYING 642.56' NORTH OF THE CENTER OF SAID SECTION 21 ON THE N/S CENTERLINE OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°34'27"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN BOOK 9, PAGE 451; THENCE N.00°18'35 "W. ALONG THE SAID WEST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 261.17 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE N.89°41'25"E. ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 198.00 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE S.00°18'35"E. ALONG THE EASTERLY LINE OF SAID PROPERTY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 263.36 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897; THENCE N.89°46'46"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING. CONTAINING 51,946.36 SQUARE FEET OR 1.1925 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCEL OF LAND IS PLATTED ON FRUITDALE PATIO HOMES TO BE N.00°09'23"W FROM THE EAST 1/4 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE 6TH PM TO THE NORTHEAST CORNER OF SAID SECTION, SAID EAST 1/4 BEING A 3 1/4' BRASS CAP AND POST SET IN RANGE BOX STAMPED LS 13212 PER THE MONUMENT RECORD AND THE NE CORNER BEING STAMPED LS 13212 1984 PER THE MONUMENT RECORD.

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Covenant") is made and entered into as of the ____ day of _____, 2014 by and between the **Wheat Ridge Housing Authority** (the "Authority") and the **Fruitdale Building Corporation** (the "Corporation"), whose address is 10290 W. 55th Lane, #201, Arvada., Colorado 80002, together referred to as the "Parties."

RECITALS

A. The Authority is the owner of the real property and all appurtenances and improvements located thereon located in the County of Jefferson, State of Colorado more particularly described on **Exhibit A** attached hereto and fully incorporated herein by this reference (the "Property").

B. The Foundation is the contract purchaser of the Property.

C. As condition of the sale of the property by the Authority to the Foundation, the Authority and the Foundation have agreed that certain restrictions shall be placed upon the future use of the Property, and have further agreed that such restrictions shall take the form of this restrictive covenant, execution and recording of which is required, by the terms of the purchase contract between the Parties, and shall take place simultaneously with recording of the deed transferring the Property from the Authority to the Foundation.

NOW, THEREFORE in consideration of the above recitals, which are fully incorporated herein by this reference, and other good and valuable consideration, the delivery, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The word "Fruitdale" in some form shall always be made a part of the name of any school, business, or other operational facility maintained on the Property.

2. The historic qualities of the exterior of the principal building on the Property (including, without limitation, brickwork and architectural details) shall be preserved and maintained in compliance with preservation standards adopted by the National Park Service and the Colorado State Historical Preservation Office in order to maintain the building's status on the national register of historic structures.

3. In the event the following schedule for completion of improvements for reuse of the principal building on the Property and the commencement of operations of a charter high school and ancillary functions are not met by the Corporation, all right, title and interest in and to the Property shall revert to the Authority:

- Charter school approved by Jefferson County on or before February 1, 2016.
- Construction commenced on or before December 31, 2015.
- Construction substantially completed on or before the dates set forth on the attached Renovation Schedule.

As used in this Covenant, "substantially completed" means, completion of all improvements and renovations based upon the phased plans of Corporation for restoration of the Property (the "Renovation Work"), as previously submitted to and approved by the Authority, a copy of which plans/timeline are attached hereto (the "Renovation Schedule"). Each phase of the Renovation Work shall be substantially completed when the construction and work is sufficiently complete in

accordance with the plans for the same, so that the Corporation can occupy such area for its intended use and either a temporary or final certificate of occupancy shall have been issued, subject only to punch-list items agreed to by the Corporation. Substantial completion for each phase of the Renovation Work shall be certified by the Corporation's architect or general contractor for the Renovation Work. Any interest in real property created by the reverter clause in this paragraph must vest, if at all, on or before December 31, 2020.

4. Until such time as the Restoration Work on the principal building on the Property has been substantially completed and the building returned to functional use, the Corporation shall not transfer legal title to any portion of the Property (by deed, inheritance or otherwise,, and the Corporation shall not mortgage or place any other lien or encumbrance on the Property, unless the same is subordinate to the terms of this Covenant. Notwithstanding the foregoing, the Corporation may transfer the Property to a related entity that is wholly owned or controlled by the Corporation. Any transfer in violation of this paragraph shall be void and of no effect, and any attempt to do so shall cause the Property to revert to the Authority.

5. The benefits and burdens of this Covenant are acknowledged by the Parties as touching and concerning the Property, and they shall be perpetual, and shall run with the land and shall be binding on all successors and assigns of the Parties, unless released by written instrument executed by the Authority, acting in its sole but reasonable discretion upon a written request by the Corporation or any successor. The Parties agree that should the Authority cease to exist for any reason, all rights, obligations, benefits and burdens of the Authority herein shall be deemed to have been assumed by the City of Wheat Ridge, Colorado, as the Authority's sole legal successor in interest.

6. This Covenant shall be governed and construed in accordance with the laws of the state of Colorado. Venue and jurisdiction for any action arising under this covenant shall be proper and exclusive in Jefferson County, Colorado.

7. This Covenant, together with the deed to the Corporation of even date herewith conveyed by the Authority to the Foundation and recorded simultaneously herewith, constitute the whole agreement between the Parties on the subjects contained herein, and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the subject matter of this Covenant.

8. No provision of this Covenant may be waived except by written instrument signed by the Party to be charged with such waiver. Failure by any Party to this Covenant to enforce any provision of this covenant shall not constitute a waiver of such provision, and no waiver by any party to this covenant of any provision of this covenant on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

9. All interests in real property arising under this covenant shall vest, if at all, within 21 years of the death of the last to die of the Colorado U.S. Congressional delegation in office upon the date hereof.

10. This Restrictive Covenant shall be filed for record with the office of the Jefferson County Clerk & Recorder.

IN WITNESS WHEREOF, the Parties have executed this Restrictive Covenant on the dates set forth below, intending that it be valid and effective from and after the date of such recording.

WHEAT RIDGE HOUSING AUTHORITY

By: _____

Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

The foregoing Restrictive Covenant was acknowledged before me this _____ day of _____, 2014, by _____, as _____, of Wheat Ridge Housing Authority.

My commission expires: _____.

Notary Public

FRUITDALE BUILDING CORPORATION

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

The foregoing Restrictive Covenant was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of Fruitdale Building Corporation.

My commission expires: _____.

Notary Public

Exhibit A
Legal Description of the Property

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO;

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897 BEING THE NORTHERLY RIGHT OF WAY LINE OF WEST 44TH AVENUE, SAID POINT ALSO LYING 642.56' NORTH OF THE CENTER OF SAID SECTION 21 ON THE N/S CENTERLINE OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°34'27"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN BOOK 9, PAGE 451; THENCE N.00°18'35"W. ALONG THE SAID WEST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 261.17 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE N.89°41'25"E. ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 198.00 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE S.00°18'35"E. ALONG THE EASTERLY LINE OF SAID PROPERTY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 263.36 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897; THENCE N.89°46'46"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING. CONTAINING 51,946.36 SQUARE FEET OR 1.1925 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCEL OF LAND IS PLATTED ON FRUITDALE PATIO HOMES TO BE N.00°09'23"W FROM THE EAST 1/4 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE 6TH PM TO THE NORTHEAST CORNER OF SAID SECTION, SAID EAST 1/4 BEING A 3 1/4' BRASS CAP AND POST SET IN RANGE BOX STAMPED LS 13212 PER THE MONUMENT RECORD AND THE NE CORNER BEING STAMPED LS 13212 1984 PER THE MONUMENT RECORD.