

KMW78DWN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: KIRK W. AND MARY A. WHITELEY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOTS 1, 2, AND 3, BLOCK
121, MULTI-PURPOSE/MUNICIPAL COMMUNITY CENTER, LETTER OF UNDERSTANDING

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1978

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

RECORDER'S STAMP
STATE DOCUMENTARY FEE
DATE OCT 13 '78
E Sawyer

THIS DEED Made this 7th day of March, 1978, between KIRK W. WHITELEY and MARY A. WHITELEY, of the County of Mesa and State of Colorado, of the first part, and CITY OF GRAND JUNCTION, municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations-----DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to wit:

Lots 1, 2 and 3 in Block 121, CITY OF GRAND JUNCTION

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves, heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except 1978 real property taxes payable in 1979, and all subsequent years,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Kirk W. Whiteley [SEAL]
KIRK W. WHITELEY
Mary A. Whiteley [SEAL]
MARY A. WHITELEY

[SEAL] K. HOLLENBAUGH
NOTARY PUBLIC
MESA, COLORADO

STATE OF COLORADO,
County of MESA GARFIELD } ss.

The foregoing instrument was acknowledged before me this 7th day of March 1978, by Kirk W. Whiteley and Mary A. Whiteley.

My commission expires My Commission expires June 16, 1979

WITNESS my hand and official seal.

Z.K. Hollenbaugh
Notary Public.

No. **1173747**

WARRANTY DEED

TO

STATE OF COLORADO }
County of **MESA** } ss.

I hereby certify that this instrument was filed
for record in my office this.....
day of **OCT 13 1978**, 19.....
at **2:15** o'clock **P.** M., and duly recorded
in Book **1169** Page **749**

Film No. Reception No.
Earl. [Signature]
Recorder.

By Deputy.

Fees, \$ **2.00**

Mail to: *City of Grand Jct*
(or return to) *250 W. 5th*

Send future tax statements to:

Letter of understanding concerning the Multi-Purpose Building between the City of Grand Junction and Kirk and Mary Whiteley, La Court Motor Lodge and Henry Blaylock, Contractor.

A. The parties agree that all utilities, Telephone, Water, Sewer, Electric and Gas necessitating relocation for service to the La Court will be done at the expense of the city.

B. In return the Whiteleys on January 29, 1974 did agree to:

1. The street section adjacent to Lots 1 through 3 will be deeded to the City if the vacation is done prior to City acquiring title to said Lots.
2. The section of 2nd Street east of the north 20 feet of Lot 13 and east of the south 10 feet of the east-west alley will be deeded to the City on vacation.
3. If the alley is vacated, easements will be granted to the City to allow entrance of service and sanitation vehicles to serve the multi-purpose building and easements to the La Court Motel for these purposes will be expected from the City.

C. Whiteley's further agreed that: The City will erect a temporary ramp on the S. W. corner of the Multi-Purpose Building for a service entrance to said Multi-Purpose Building. Upon the occupation of lots ~~10~~^{1, 2, 3}, ~~11~~, and ~~12~~ on or before five years from purchase by the City as per sales contract dated May, 1973 the city will remove the temporary ramp and according to plans erect a ramp on the West side of the Multi-Purpose Building leaving the existing alley entrance now vacated for access to the Motel to remain. AMR

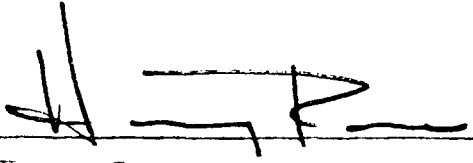
D. It was further agreed that the General Contractor could use the South half of the vacated alley and an additional 20 feet of the parking lot of the La Court adjacent to lots 1-9 block 121 to store necessary construction material from time to time during construction of said Multi-Purpose Building as well as a section of the property East of the La Court Laundry Building for a trailer office location. Upon completion, all land to be returned to it's original state.

E. Contractor and City did agree to furnish a base road running along lot

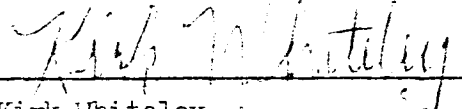
line 9 on lot 10 for Motel guest access to Main Street from Motel office.

The above agreements were for the purpose of assisting all parties in expediting the Multi-Purpose Building construction to a scheduled completion, in an orderly manner.

Henry Blaylock
General Contractor



Harvey Rose
City Manager,
Grand Junction, Colorado



Kirk Whiteley
La Court Motor Lodge