

KRK47WHT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: WALTER E. KIRKENDALL

STREET ADDRESS/PARCEL NAME/SUBDIVISION: AGREEMENT FOR EXTENSION OF WHITE AVENUE IN EAST MAIN STREET ADDITION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1947

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRAND

AVE.

CITY OWNED
50' STRIP (Lots 14 & 15)

Acquired from Leone A. Daniels 10/14/46

440-1203

BLOCK 1

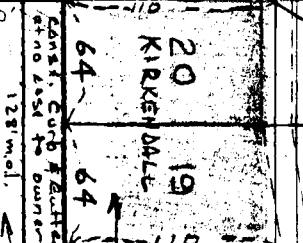
APPR 6' TO BE DEDICATED
TO ADJACENT OWNER
BLK "MC" ALLEY

Warren Lowe
owns Lots 21 & 22

20' surfaced
alley to be
surfaced in
first paving job
offer signing
agents
3/20/47

1 2 3 4
Plant hedge &
remove trees here
15' Utility Easement

Move Garage



WHITE AVENUE

To be Cleared
by City

200' x 100' TO BE DEDICATED
TO KIRKENDALL

BLOCK

ALLEY

2

Grand Junction, Colorado
March 6, 1947

City of Grand Junction
Grand Junction
Colorado

Attn: Mr. Carl M. Bennett

Gentlemen:

Further reference is made to our discussions and negotiations regarding the acquisition by the City of a right of way for an extension of White Avenue, and regarding my release to the City of all claim for damages incurred by such extension of White Avenue. My property is described as follows:

The South 150 feet of the West 148 feet of the N $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, Sec. 13, Twp. 1 S., R. 1 W., U. M.

Based on my understanding that all of the following have been authorized by the City Council I propose, upon the following terms and conditions, to release the City from all liability in the premises:

1. I agree to sign the plat of the East Main Street Sub-division;
2. The City will, within sixty days after my execution of the plat, above referred to, deliver to me a Warranty Deed for a strip of land approximately 20 feet by 100 feet on the West front of my property. The City will further deed to the adjoining land owner on the West of present City property approximately 6 feet deemed necessary for a protective strip and planting strip, and the City will retain 20 feet for alley purposes. There is a large tree presently located on the 20 foot strip to be deeded to me, and the City will remove this tree at its sole expense. The City will further grade this 20 foot strip on the West of my property, leaving it in reasonably level condition. The water meter and water out off will be brought to grade at the expense of the City;
3. The City will remove a hedge from the right of way of White Avenue extended and plant this hedge, in a location designated by me, on the property which I will later receive from the City;

4. The City will surface the alley adjoining my property at its expense and without either any charge to me or against my property therefor. The alley will be surfaced the usual alley width used in the City of Grand Junction. This alley to be located on a strip of ground retained by the City to the West of my property. The surfacing of this alley is to be done by the City in connection with the first surfacing project of the City subsequent to this agreement, and in any event to be completed by the City in not more than one year from the date hereof;

5. The City agrees to move my garage from its present location on the South side of my house to a location on my property to be designated by myself;

6. The City agrees to construct and install at its sole expense curb and gutter of the usual specification along the South Front of my property on White Avenue. This is for a distance of approximately 128 feet; however, the curb and gutter shall be constructed along my entire South front even if more than 128 feet;

7. The City will clear the White Avenue right of way at its own expense; this to be accomplished within thirty days after the plat above referred to has been recorded.

If the above meets with your approval, would you kindly sign the enclosed copy of this letter, have the same attested by the County Clerk and return to me.

Very truly yours,

Walter E. Kirkendall
Walter E. Kirkendall

The above and foregoing terms and conditions are accepted by the City of Grand Junction, this 20th day of March, 1947.

CITY OF GRAND JUNCTION

By *Herbert D. Fritz*
City Manager

Attest:

Helen C. Tomlinson
City Clerk

6708-3