

PAC93MSA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (QC)

NAME OF AGENCY OR CONTRACTOR: CHRISTOPHER N. PACKARD AND AMY
L. PACKARD

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: WEST MESA
AVE., LOT 8 BLOCK 1 WEST LAKE PARK ANNEX NO. 2, RIGHT OF
WAY, 1705 MAPLE STREET NO. 2945-104-09-006

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

QUIT CLAIM DEED

BOOK 1964 PAGE 150

1633535 09:52 AM 03/29/93
MONIKA TODD CLK&REC MESA COUNTY CO
DOC NO FEE

Christopher N. Packard and Amy L. Packard
whose address is 1705 Maple Street,
Grand Junction, CO 81505
County of Mesa , and State of

, for the consideration of -----

-----one-----Dollars, in hand paid,

hereby sell(\$ and quit claim(\$ to The City of Grand Junction, a Municipal Corporation
whose address is 250 North 5th Street, Grand Junction, CO 81501

County of Mesa , and State of Colorado , the following real
property, in the County of Mesa , and State of Colorado, to wit:

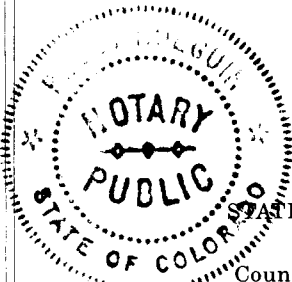
Beginning at the Southeast corner of Lot 8, Block 1, West Lake Park Annex No. 2,
Mesa County, Colorado;
Thence West along the South line of said Lot 8 a distance of 12.0 ft.;
Thence N 45° E a distance of 16.97 ft. to a point on the East line of said Lot 8;
Thence South along said East line a distance of 12.0 ft. to the Point of
Beginning. Containing 72 square feet more or less.

See attached Exhibit "A"

~~also known as street and number~~ for road right-of-way and utility purposes
with all its appurtenances

Signed this 26th day of March , 19 93

Christopher N. Packard
Christopher N. Packard
Amy L. Packard
Amy L. Packard



STATE OF COLORADO,

County of Mesa

} ss.

The foregoing instrument was acknowledged before me this 26th day of March
19 93, by Christopher N. Packard and Amy L. Packard

My commission expires

March 3, 1997
WITNES my hand and official seal.

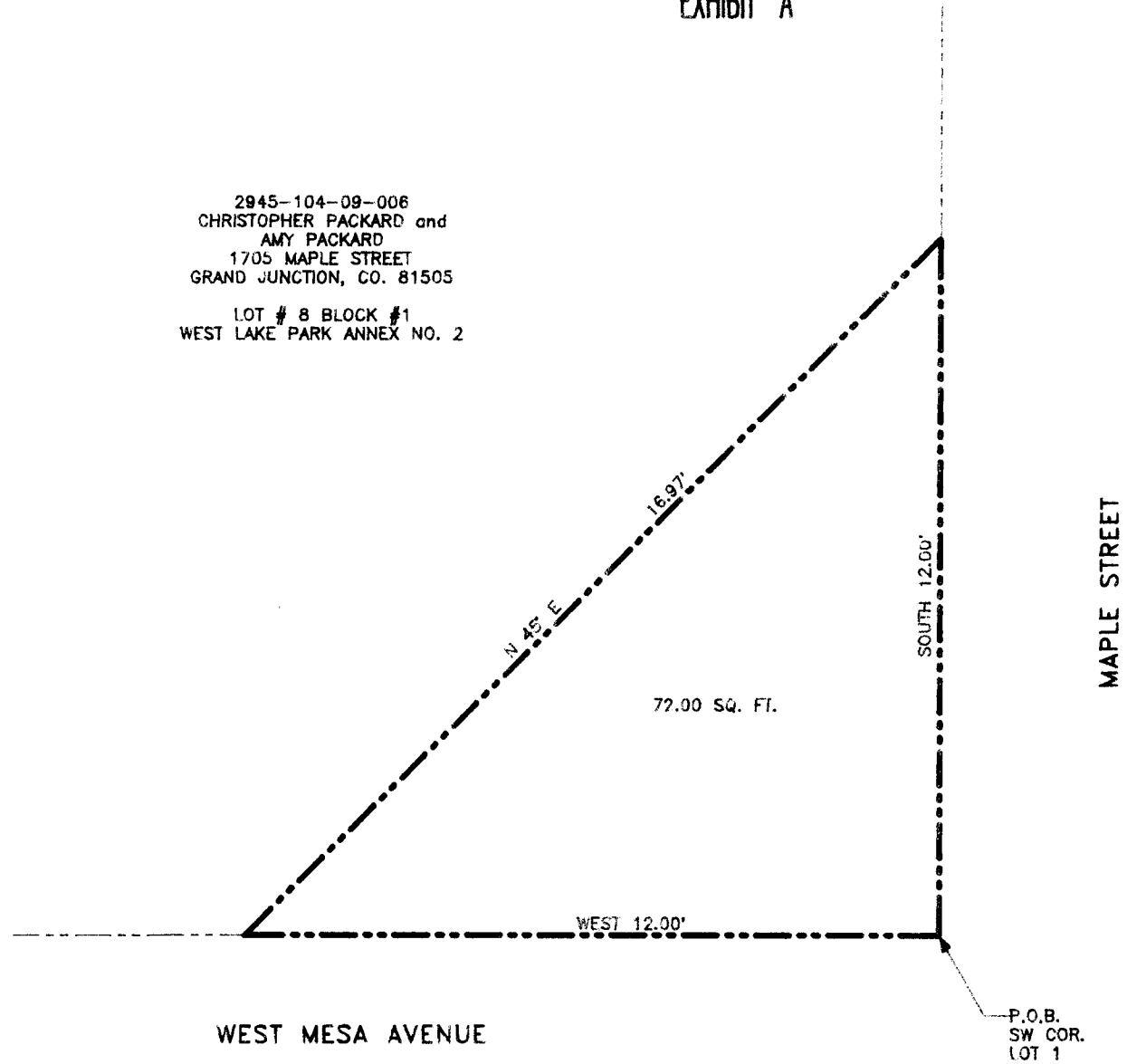
Priscilla Hegin
Notary Public



EXHIBIT "A"

2945-104-09-006
CHRISTOPHER PACKARD and
AMY PACKARD
1705 MAPLE STREET
GRAND JUNCTION, CO. 81505

LOT # 8 BLOCK #1
WEST LAKE PARK ANNEX NO. 2



N.T.S.

WEST MESA AVENUE

MAPLE STREET

P.O.B.
SW COR.
LOT 1

R.O.W. DESCRIPTION MAP
PARCEL NO. 2945-104-09-006
APPROVED PH _____
DATE _____ DRAWN BY CLM 2/93 FILE: PACKARD

CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT

CHRISTOPHER PACKARD & AMY PACKARD

MEMORANDUM OF AGREEMENT1633534 09:52 AM 03/29/93
MONIKA TODD CLK&REC MESA COUNTY CO

Agreement has been reached this 20th day of March, 1993, between CHRISTOPHER N. PACKARD and, AMY L. PACKARD herein referred to as the "Vendors", and the City of Grand Junction, Colorado, hereinafter referred to as the "City".

WHEREAS, the Vendors are the owners of that parcel of land identified in Exhibit "A" which is attached; and

WHEREAS, curb, gutter and sidewalk improvements were located on this parcel as a part of a previous improvement district and no deed to the City for road right of way recorded;

WHEREAS, The City needs to acquire said parcel for the reconstruction of West Mesa Avenue; and

WHEREAS, The Vendors have agreed to Quit Claim said parcel to the City for road right of way and utility purposes;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The City will, at no cost to the Vendors, remove and relocate the existing fence to an alignment approximately 6 inches behind the new back of sidewalk.

2. Acquisition by the City of the parcel of land described on Exhibit "A" will place certain fence and landscape items presently owned by the Vendors within the public right-of-way. The parties hereto agree that such fence and landscape items may remain in their present location, provided that:

(a) The City, on behalf of itself and all other Public Utilities, hereby reserves and retains the right to utilize all or any portion of said parcel of land, and to remove and trim interfering fence and landscape items as it deems necessary, for the installation, operation, maintenance and repair of existing and future utilities and street improvements, including the right of ingress and egress on, along, over, under, through and across said parcel;

(b) The Vendors, for themselves and for their heirs, successors and assigns, agrees that she will not hold, nor attempt to hold, the City or any other Public Utility liable for any damages caused to any improvements installed with said parcel by the Vendor as a result of the City's or any other Public Utility's installation, operation, maintenance and repair of existing and future utilities and street improvements within said parcel.

(c) The Vendors shall at all times keep said landscaped items properly maintained and shall, within five (5) days of notice from the City, trim or remove any such items which, in the sole discretion of the City, cause to create a safety hazard for pedestrians an/or vehicular traffic.

(d) This Section (2) and all Subsections thereunder shall not be merged in a deed, but shall survive the transfer of title.

3. This Memorandum embodies all agreements between the parties hereto and there are not promises, terms, conditions, or obligations referring to the subject matter whereof other than as herein contained.

DATED this 20th day of March, 1993.

Christopher N. Packard
CHRISTOPHER N. PACKARD

Amy L. Packard
AMY L. PACKARD

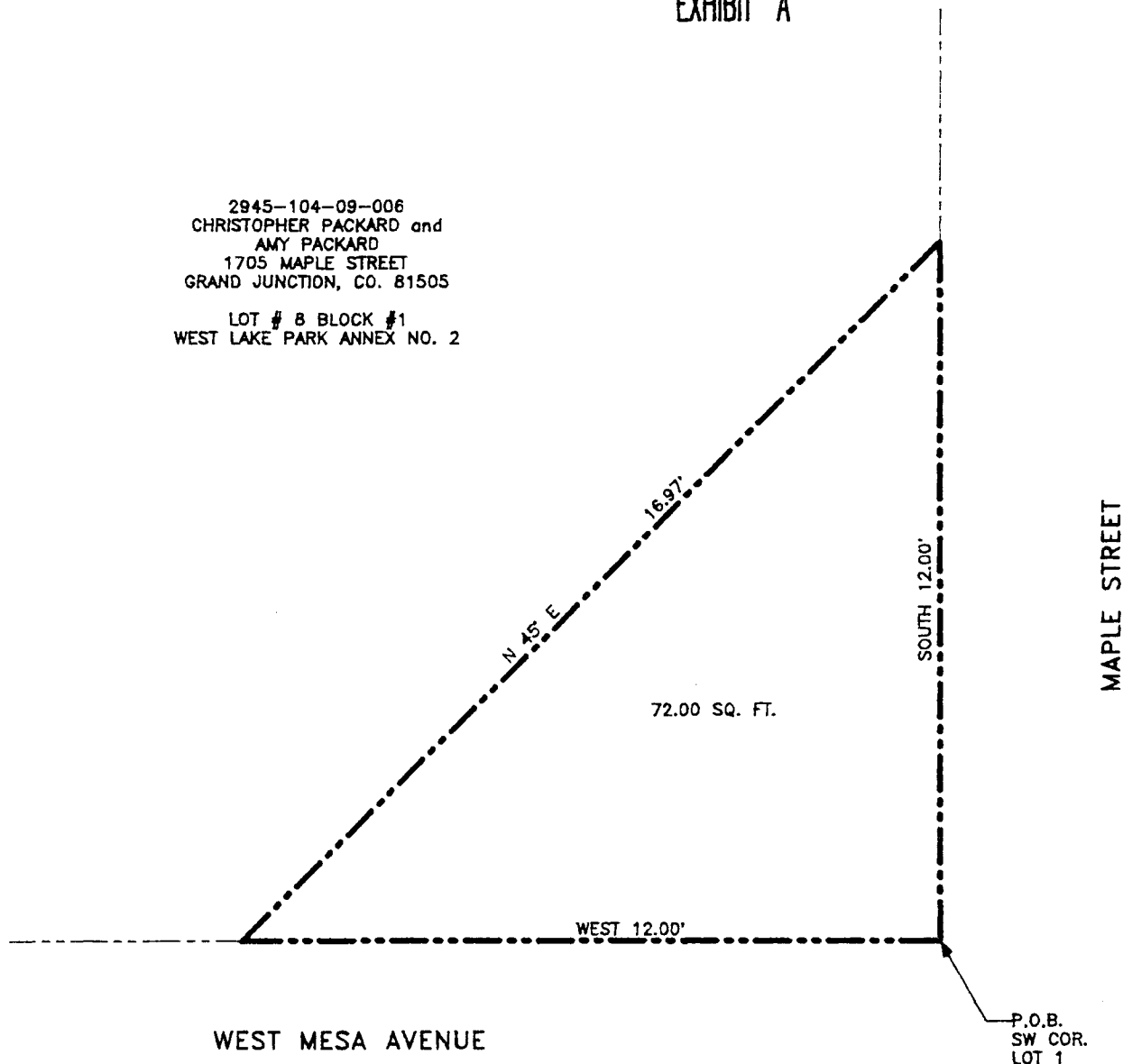
Accepted by:

Tim Woodmansee
Tim Woodmansee, City Property Agent

EXHIBIT "A"

2945-104-09-006
CHRISTOPHER PACKARD and
AMY PACKARD
1705 MAPLE STREET
GRAND JUNCTION, CO. 81505

LOT # 8 BLOCK #1
WEST LAKE PARK ANNEX NO. 2



N.T.S.

R.O.W. DESCRIPTION MAP
 PARCEL NO. 2945-104-09-006
 APPROVED PH
 DATE DRAWN BY CLM 2/93 FILE: PACKARD

CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT
 CHRISTOPHER PACKARD & AMY PACKARD