

WLK335TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (QUIT-CLAIM)

NAME OF AGENCY OR CONTRACTOR: LAURA A. WILKS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SOUTH 5TH STREET BRIDGE  
RIGHT-OF-WAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1933

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**This Deed**, Made this **sixth** day of **January** in the year of our Lord one thousand nine hundred and **thirty-three** between

<sup>a</sup>  
**Laura Wilks**

**New Mexico**

of the County of **Eddy** and State of ~~Colorado~~,  
of the first part, and **The City of Grand Junction**, a municipal corporation,

of the County of **Mesa** and State of Colorado,  
of the second part,

WITNESSETH, That the said part **Y** of the first part, for and in consideration of the sum of **One Dollar and other valuable considerations** **DOLLARS**, to the said part **Y** of the first part in hand paid by the said part **Y** of the second part, the receipt whereof is hereby confessed and acknowledged, ha **S** remised, released, sold, conveyed and **QUIT CLAIMED**, and by these presents do**ES** remise, release, sell, convey and **QUIT CLAIM** unto the said part **Y** of the second part, **its** ~~here~~ successors and assigns forever, all the right, title, interest, claim and demand which the said part **Y** of the first part ha **S** in and to the following described **real property** situate, lying and being in the County of **Mesa** and State of Colorado, to-wit:





A parcel of ground for street purposes, lying in the southeast quarter of the northwest quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section twenty-three (23), Township one (1) south, Range one (1) west of the Ute Principal Meridian, more fully described as follows:

Beginning at a point 827.62 feet west of the center of said Section 23; thence west 55 feet; thence, from a tangent course of North 23° 58' East, northeasterly along a curve to the left, whose radius is 676.3 feet, for a distance of 133 feet; thence east 13.4 feet, ~~more or less~~, to the west line of Fifth Street in the City of Grand Junction; thence south along the west line of said street to the point of beginning.

And the grantor herein hereby releases the City of Grand Junction from any and all damages of every kind and character arising out of the widening and extending of South Fifth Street in said City and the use thereof for street and highway purposes.

**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 said part **Y** of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part **Y** of the second part, **its** <sup>successors</sup> ~~here~~ and assigns forever.

**IN WITNESS WHEREOF**, The said part **Y** of the first part ha **S** hereunto set **her** hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of } *Laura G. Wilks*   
}   
}   
} 

New Mexico  
STATE OF ~~COLORADO~~ }  
County of **Eddy** *Lea* } ss.

The foregoing instrument was acknowledged before me this **10** day of **January**, 19 **33**, by\* **Laura Wilks**.

WITNESS my hand and official seal.  
My commission expires  
*Jan 27 - 1933*

*John W. Green*  
Notary Public.

\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.

Toving or W. W. W.  
Dec 30, 1932

Mr. Soderstrom  
City Manager  
Grand Junction Colo.

Mr. Soderstrom  
Dear Sir:

I have delayed writing you because there is some parties interested in buying the property. I have wished hoping I had some them! We have decided to sell the property if we can get a fair price for it. I would much rather have sold it before the bridge was built. It would of saved me quite a lot of worry. But as we have not been able to close my deal we have decided to keep the property for a while at least, and if we don't sell it now I add more land to the property if it can be had. I believe when the depression loosens up there will be a demand for building wood. I had a letter from a business man of Grand J. three or four weeks ago stating the bridge would almost ruin my piece of business. I also had a letter from my

actor in law stating they thought the bridge would rise my Camp.

I know that the bridge in some cases is a draw out, but we are fixed on the bridge & we must on to it, and we will in a year come to the current.

I don't just know whether I would be pleased with the fill in and grading of the land or not, but if you will do the work you have outlined in your offer and will agree to have the buildings moved with care and all visible damage repaired, and will place a hydrant near or not farther than ten or twelve feet from each building. I would suggest the hydrant, or the cabins be placed as near the center as possible so as to be convenient to all. I also want a hydrant near the rear end of the station not more than ten or twelve feet away. I want all of the work that you and I have outlined to be done so - it will be satisfactory with Mr. Miles, and Mr. Fleming. I would also expect you to settle any or all damages that Mr. Fleming might claim. I don't know that he will claim any damages, but if he should I will expect the City to settle with him.

I will accept your offer as to work and

moving of the buildings, but I don't, at all like  
 you have offered me money for the land  
 as you are cutting off so much, and it will  
 it is going to damage my place in awful lot  
 because it will cut down the size of my  
 a bit. If I keep my property I will need to  
 add more land. I don't own all the land you  
 have on the blue print that you sent me. The  
 three lots near to Mc Kinneys is not mine. I  
 didn't think I would be out more than five or  
 six hundred dollars on the land when I bought it.  
 but by the time it was done I where I thought I  
 could get a good lot I was out over eight  
 hundred dollars. It's been paid over expenses  
 as best we could not find that we have been  
 out \$3,000.00 or more on the property.

You stated that Mr. Harrison gave me a  
 Warranty deed of the land. Mr. Harrison gave  
 me a Warranty deed of the one lot where the  
 firing station stands, but E. A. and J. A. Harrison  
 gave me a quit claim deed of the tax land.  
 If it is on record any other way there is a mis-  
 take some where, as I had a quit claim deed  
 from E. A. Harrison and J. A. Harrison on the  
 tax title land.

I know the small piece of land

mentioned is not on my deed & talked to Mr. Thompson, and two other parties in regard to this part and, as they all thought it would be the best way in case I should not be able to establish ownership, and it was my intention to do this when I am ready to put title on my tax-land.

If the City will give me \$200.00 in cash and let me reserve one half of the mineral rights, I will give the City a quit-claim deed of the number of part of land mentioned, and also the triangular piece of land mentioned.

Or if the City will give me \$150.00 in cash and one half mineral rights, and will agree to give title on tax land, when I am ready to give title to the City. If I don't sell the property I may not want to give title for some time because I want to try to buy some of the tax title land just north of my property, and about to give it out at the same time.

Yours truly,

Wm. L. W. W. W.

Dec. 19, 1932.

Mrs. Laura Wilkes,  
Lovington, New Mexico.

Dear Mrs. Wilkes:

At the request of Mr. W. F. Miles who informs me that he is acting in the capacity of your agent in Grand Junction, I am writing you relative to the new bridge right of way to give you further information upon its construction, and to answer your questions asked him. In doing this, I will also set forth items of a tentative offer, with the request that you study the same thoroughly with the idea of making an agreement with the City of Grand Junction for the purchase of the necessary right of way. If these conditions are agreeable and satisfactory to you, I would appreciate a reply from you to that effect. If they are not satisfactory, I would request that you write me immediately, letting me know just what conditions of an agreement would be required by you to be satisfactory, in order that I may have the City Attorney draw an agreement for your signature.

There are two methods by which the city may secure this right of way. The first being a mutual agreement between the city and yourself, as owner; and second, by condemnation through the District Court. The first method is much more desirable, if at all possible, because the two parties may be able to get together, to our mutual benefit, without expending additional money for legal assistance, court expense, needless delays and many other items of expense connected with court proceedings. Even if taken to court, the decision of the amount of the award would be very uncertain, depending entirely upon the jury who would make an appraisal of such damages as in its opinion might be determined.

The cost of such condemnation proceedings would have to be borne by the city, with the exception of the cost of the attorney representing your interests. This cost would have to be borne by you and, according to information secured by me from various attorneys, would amount to a very considerable amount.

Taking this additional expense to both parties into consideration, it would be far better if we try to adopt the first method, and try our utmost to get together on a proper agreement. If this cannot be done, however, the other course would necessarily have to be followed by the city. I therefore sincerely urge that you give us your best cooperation in mak-

ing a satisfactory agreement. By so doing, you may rest assured that the city will look after your interests as well as those of the rest of the taxpayers whom the City Council represents in connection with the conditions herein set forth.

The State Highway Department in conjunction with the U. S. Bureau of Public Roads, has decided to build a new bridge across the Colorado River at the south end of Fifth Street as an unemployment relief project. This new bridge is to be located down stream from the present structure, and so located as to make it more accessible on the north end than at present. In order to do this, the State Highway Department has decided that it is necessary to secure additional right of way on the west side of Fifth Street, the amount of which is shown in red on the enclosed blue print. Inasmuch as this property lies within the city limits of the City of Grand Junction, it is necessary that this right of way be secured by the city.

The size of that portion necessary to secure from you for right of way purposes will be a strip of your property abutting on Fifth Street on the east; 13.4 feet wide on the north line; 55 feet wide on the south line; and the west line being a curved line as shown on the blue print. To use the land, it is necessary to move the building used as a store and filling station a distance of about thirty feet to the west. This would then occupy the same relative position to the new road as it now does to Fifth Street. It would also be necessary to move your grease rack and two cabins to a position farther back on your property.

The new approach would be higher than the present roadway, being  $3\frac{1}{2}$  feet higher than the present grade line at the north line of your lot and about six (6) feet higher at the south line. This raise of grade would, therefore, necessitate a fill on the front portion of your property to bring the buildings and ground higher so that they would occupy the same relative position to the new grade as they now occupy to the grade of Fifth Street. It would also mean the replacement of sidewalks to the new grade; extension of lead water service line to the new location, changing electric wires to new location of buildings, etc., together with establishing new driveway approaches to the filling station.

While Mr. Harrison gave you a warranty deed to your property, the records show that he only held a tax title to the property. This has been held long enough, however, to satisfy the law in respect to title, and is equally as good in this case as if it were really a warranty deed. The city, however, only cares for a quit claim deed to this right of way and is not deeply concerned as to what kind of deed you have, due to the fact that we have investigated the title and are satisfied regarding your ownership.



As a tentative offer for this right of way, I will herewith set forth various conditions of an agreement for a quit claim deed from you, and which, I think you will find covers practically all of the points in connection with any alterations necessary because of this new construction and right of way consideration. In making this offer, I might add that Mr. Miles has gone over the ground and called our attention to the various items in the same manner as if the property belonged to him and was to be improved to his own personal satisfaction.

It has been brought to my attention that in your present location considerable trouble has been encountered with water due to seep conditions. This is especially true regarding the gasoline tanks used in connection with the gas pumps at the filling station. This is an important item in the satisfactory operation of any filling station and I am, therefore, calling your attention to the improvement that will be made by the raising of the building and the filling in on the front portion of your lot, and ask that you bear this in mind in arriving at the terms of an agreement.

As a tentative offer, the city agrees to move the present building used as a store and filling station to a new location having the same relative location to the new line and grade of the new approach as the building now holds to the present line and grade of Fifth Street; to build a new concrete foundation equally as good as the one now in place and to place the building upon it; to move the pumps and their concrete foundations, or to build a new pump base equally as good as the present one; and to move and install the gasoline tanks to the new location of the filling station in strict accordance with the rules of the Fire Underwriters and all City Ordinances; and to place all accessories to said filling station in good operating condition, including new driveway approaches and driveways to said filling station, these driveways to be of material equivalent to those used at present.

The city further agrees to move the cabins, such as are affected by the new construction, to a new and suitable location; place them on a solid foundation of material at least equal to that in use at present; and to shore them up in a workman-like manner so as to prevent settlement due to new fill. I might add that in connection with the moving of the long cabin, Mr. Miles suggested that it be placed between the two large trees, and in this position would have sufficient shade to make the location desirable.

Due to the raising of the grade of the highway, it would be necessary to make quite a fill on the front part of your property so as to make it easily accessible from the new pavement. This would not mean that it would be necessary to

fill at a grade level with the new roadway, but rather to fill in such manner as to slope to the west and on a slope not to exceed 5% toward the back of your property, filling back for a distance of a hundred or more feet to meet the present grade. This would provide good drainage on all parts of your lot, make the entire property easily accessible, bring your gas tanks out of the water and improve sanitary conditions generally. In this connection, the city agrees to furnish the necessary surplus dirt; haul it to your property and level it off in such amount and in such a manner as to satisfy your tenant or agent; and to conform with suggestions outlined above.

The city further agrees that it will replace all pavement and sidewalk moved or destroyed by the contemplated improvements, to move the water meter box and extend the lead service pipe to its new location, to extend all water and sewer pipes to such buildings as now enjoy such service and in as good condition as such connections are at present; and to extend any electric wiring made necessary by the moving of any buildings. In this connection I might add that it is very doubtful if the present toilets need be disturbed. If necessary to raise them, the city will see that they are replaced in proper condition.

In addition to the conditions outlined above, the city agrees to pay you, in cash, the amount of one-hundred (\$100.00) dollars.

In case the conditions outlined above do not meet with your approval and you would rather have a full cash settlement in lieu of such services rendered by the city, I would appreciate having you make a cash price and you assume all work in connection to replacing the property in proper condition.

If you would rather consider an all cash settlement, I would state that the city will see that all pavement and sidewalks are replaced by the contractors, and that the water meter box and lead pipe be moved to the new necessary location.

In addition to the property outlined above, the County Commissioners have requested that I take up the matter of having you sign a quit claim deed for a small triangular piece of ground lying just south of your south line and which you have been using. This tract has been carried in the Grand Junction Water Company and has never been deeded by it to anyone. As near as can be determined, there is no person living or available who might be connected with this old company. While this piece of property is not included in your deed and, therefore, you have never paid any taxes upon it, you have used it for some time, and there is a technical possibility that you could go to court and establish a claim to it. Such procedure, however, would cost far in excess of the value of this small piece.

This tract is not included in that portion necessary for the city to secure, but I am writing you on behalf of the County Commissioners. Any consideration that you might ask for this small piece should be kept separate from the portion outlined above on behalf of the city, and should be treated as a separate deal entirely.

If you are not already conversant with the nature of a "quit claim" deed, I will try to outline briefly the nature of it. If you deed a certain piece of property to any one on which you guarantee or warrant that the title is clear, that you own exclusive rights, that taxes are paid to date etc., you give a "warranty deed" to such property. If, however, you don't own such certain piece of property and do not guarantee anything but merely transfer any claim that you might have, if any, you sign a "quit claim" deed to it. In other words, you merely surrender to the person to whom you give such a deed, any claim that you might possibly have against such property, whether you own it or not.

I have attempted to set forth herein all things pertaining to this new bridge that affects your property as clearly as possible, and would urge that you please advise me as soon as possible as to your attitude in the matter. It is necessary that we get definite action in the nature of an option immediately, in order that the State Highway Department may proceed with letting a contract.

Thanking you in advance for your immediate cooperation,  
I am

Yours very truly,

J. P. Soderstrom,  
City Manager.