

MPW21PAL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ELSIE MEYERS, DOROTHY PALMER, AND
MARJORIE PALMER WATT (FORMERLY MARJORIE PALMER)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: RELINQUISH REST OF
WILLIAM J. PALMER'S LAND TO CITY FOR CEMETERY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1921

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT Made and entered into this 22d day of September, A. D. 1921 by and between ELSIE MEYERS, DOROTHY PALMER and MARJORIE PALMER ^{Watt (formerly Marjorie Palmer)} heirs at law of Wm. J. Palmer, deceased, by George A. Krause, their attorney in fact, parties of the first part and THE CITY OF GRAND JUNCTION, party of the second part, WITNESSETH:

That Whereas heretofore on November 28, 1908 during his lifetime, the said Wm. J. Palmer conveyed to Horace F. DeLong et al, as trustees for the City of Grand Junction, for the benefit of the inhabitants of the City of Grand Junction, the following described real estate situate in Mesa County, Colorado, to-wit: The West Half of the Northwest Quarter of the Northwest Quarter of Section 26, and the West Half of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 26, containing thirty acres, more or less, also Lot No. 1 being a part of the Northeast Quarter of the Northeast Quarter of Section 27, containing 26.36 acres, more or less, all being situated in Township 1 South, Range 1 West of the Ute Meridian save and except the right of way of the Denver & Rio Grande Railroad Company the said conveyance having been made with certain reservations or conditions as to the use of said ground, the said real estate so conveyed being hereinafter, in this contract, described as tract No. 1, and

Whereas the parties of the first part are the owners of the East one-fourth of the Northwest Quarter of the Northwest Quarter of said Section 26, hereinafter described as tract No. 2, and

Whereas the City of Grand Junction desires to have all that portion of the real estate herein known as tract No. 1 lying East of the right of way of the Denver & Rio Grande

Railroad right of way released from all reservations and conditions contained in said conveyance so that the said City may use the said land so released for any purposes whatsoever, and

Whereas, the City of Grand Junction desires to purchase the said tract No. 2,

NOW, THEREFORE, in consideration of the payment of one dollar, receipt of which is hereby acknowledged, and of the further payment of Two Thousand Dollars, to be paid to the parties of the first part on or before February 1, 1922, the parties of the first part agree to release, by proper conveyance to the said City when the said two thousand dollars are paid, that said part of tract No. 1 lying East of the said Railroad right of way from all said reservations and conditions, and to convey by quit claim deed the said tract No. 2.

It is understood and agreed between the parties hereto that the said conveyance of tract No. 2 will convey the said land subject only to rights of way, if any, of roads and ditches, the lien of the Orchard Mesa Irrigation District and the lien of taxes assessed in 1921, payable in 1922.

It is agreed that time is of the essence of this contract and should the party of the second part fail to make the said payment as herein required, on or before February 1, 1922 this contract shall be null and void and the parties of the first part released from any obligations hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first aforesaid.

Elsie Myer Booth Palmer (SEAL)

Mad. Margorie Palmer Watt (SEAL)

By Geo. A. House (SEAL)

By their Attorney in Fact.

THE CITY OF GRAND JUNCTION

By *Chas E. Livingston*
Mayor.

ATTEST:

Fred A. Beck
City Clerk.

470
4790



Palmer

People's Aid 10

LED *[Signature]* 1922
BY *[Signature]*
City Clerk