

WLM79284

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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | CONTRACT |
| NAME OF CONTRACTOR: | WESLEY HARRIS WILLIAMS AND FLORENCE M. WILLIAMS |
| SUBJECT/PROJECT: | MEMORANDUM OF AGREEMENT DATED SEPTEMBER 13, 1979 FOR CONSTRUCTING STORM SEWER AND OTHER ROAD/STREET IMPROVEMENTS IN EXCHANGE FOR POWER OF ATTORNEY TO CITY CLERK FOR IMPROVEMENTS ASSESSMENT FOR 28 ½ ROAD AT THE CORNER OF 28 ¼ ROAD AND HILL AVENUE – LOT 1 & 2, BLOCK 4, MEEKS SUBDIVISION |
| CITY DEPARTMENT: | UTILITIES AND STREETS |
| YEAR: | 1979 |
| EXPIRATION DATE: | NONE |
| DESTRUCTION DATE: | NONE |

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT JES A SEP 18 1979
RECEPTION NO. 1203215 FARI FR. RECORDER

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 18th day of September, 1979, by and between WESLEY HARRIS WILLIAMS and FLORENCE M. WILLIAMS, hereinafter "Williams", and the CITY OF GRAND JUNCTION, hereinafter "City";

R E C I T A L S

Williams are the owners of the property situate in the City of Grand Junction, Mesa County, Colorado, described as:

Lot 1 and the North 12 feet of Lot 2 in Block 4 of Meeks Subdivision, Section 18, Township 1 South, Range 1 East of the Ute Meridian.

The City is proposing to put in a storm sewer within the area of the property and can install the sewer along the front of the property of the Williams.

The City also plans for future improvement of the street abutting the property of the Williams;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET OUT, IT IS AGREED:

1. The City will extend the proposed storm sewer from Hill Avenue along the property of the Williams to the south line of that property. The Williams will pay two thirds (2/3) of the cost of such extension at such time as they are billed for the same.
2. The Williams agree that at such time as the City determines to improve 28 1/2 Road in front of their property, the City Clerk of the City of Grand Junction shall have the authority to sign any petition for the same, if one is needed, on behalf of the Williams or their successors in interest committing the assessment of the property to the cost of such improvements, including curb, gutter and sidewalk and paving, in accordance with the then method of assessment for such improvements. To this extent, the Agreement shall run with the land and be binding upon those successors in interest.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Wesley Harris Williams
WESLEY HARRIS WILLIAMS

Florence M Williams
FLORENCE M. WILLIAMS

CITY OF GRAND JUNCTION



Attest:

By: _____

Neva B. Lockhart, CMC

STATE OF COLORADO)
COUNTY OF MESA) ss:

The foregoing Memorandum of Agreement was acknowledged before me this _____ day of September, 1979, by WESLEY HARRIS WILLIAMS and FLORENCE M. WILLIAMS.

Witness my hand and official seal.



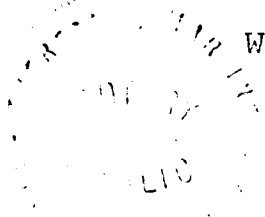
W. Lorley
Notary Public

My Commission expires: _____

STATE OF COLORADO)
COUNTY OF MESA) ss:

The foregoing Memorandum of Agreement was acknowledged before me this 13 day of September, 1979, by JAMES E. WYSOCKI as City Manager, and NEVA B. LOCKHART as City Clerk of the CITY OF GRAND JUNCTION, a Colorado corporation.

Witness my hand and official seal.



Theresa J. Martinez
Notary Public

My Commission expires: _____

June 13, 1983