

ADA57CAP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: BEN H. ADAMS, LEILA F. ADAMS,
LAWRENCE A. KRANTWASHL, STELLA W. KRANTWASHL, R.R. HOFMANN,
NETTIE HOFMANN, FRANK H. THOMAS, ETHEL M. THOMAS, MYRTLE E.
JONES, DAVID LAWSON, NADA LAWSON, ALBERT CHADEZ, C.B.
URBAN, SR., NELLIE P. URBAN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 5 OF
CAPITOL HILL SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1957

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made at Grand Junction, Colorado this _____ day of _____, 19____, by and between BEN H. ADAMS, LEILA F. ADAMS, LAWRENCE A. KRANTWASHL, STELLA W. KRANTWASHL, R. R. HOFMANN, NETTIE HOFMANN, FRANK H. THOMAS, ETHEL M. THOMAS, MYRTLE E. JONES, DAVID LAWSON, NADA LAWSON, ALBERT CHADEZ, WILMA RUTH CHADEZ, C. B. URBAN, SR., and NAOLA URBAN, hereinafter referred to as first parties, and THE CITY OF GRAND JUNCTION, COLORADO, a Municipal Corporation, hereinafter referred to as second party, WITNESSETH:

WHEREAS, first parties are the owners of property set forth opposite their respective names, as follows, to-wit:

Ben H. Adams and
Leila F. Adams

Tract 2 & Tract 7:
Begin- at a pt- 416 ft- N
of the SE cor- of Lot 5
Cap- Hill Sub- th- N 165
ft- th- W 125 feet, th- N
to the N line of the S $\frac{1}{2}$
of sd- Lot 5, th- W to the
W Line of sd- Lot 5, th-
S 133 ft- m-o-l th- E 204.8
ft- th- S 110 ft- th E 110
ft- to the p-o-b EXCEPT
Beg- 476 ft- N of the SE cor
of Lot 5, Cap- Hill Sub-
Th- W 125 ft- th- N 50 ft-
th- E 125 ft- th- S 50 ft-
to the p-o-b

Lawrence A. Krantwashl &
Stella W. Krantwashl

Tract 3: From the E $\frac{1}{4}$ cor-
of Sec 11, T1S, R1W, U.M.
th- 1164.4 ft- W, Th- 416 ft-
N, th- 75 ft- W to the p-o-b
th- N 110 ft-, th- W to the
W line of Lot 5 of Cap- Hill
Sub-, th- S 110 ft- th- E to
the p-o-b.

R. R. Hofmann and
Nettie Hofmann

Tract 4: Reb- at a pt- 416
ft- N and 175 ft- W of the SE
cor- of Lot 5 of Cap- Hill
Sub-, th- N 110 ft- th W 75
ft th- S 110 ft th- E 75 ft
to the p-o-b.

Frank H. Thomas and
Ethel M. Thomas

Tract 5: Beg- at a pt- 1164.5
ft- W and 416 ft- N of the E $\frac{1}{4}$ cor-
of Sec. 11, T1S, R1W, U. M., th-
N 110 ft- th- E 50 ft- th- S 110
ft th- W 50 ft to the p-o-b.

Myrtle E. Jones

Tract 6: Beg- 476 ft- N of the
SE cor- of Lot 5, Cap- Hill Sub-
th- W 125 ft- th- N 50 ft, th-
E 125 ft, th- S 50 ft to p-o-b.

David Lawson and
Nada Lawson

Tract 8: Beg- at a pt- 300 ft
N and 205 ft W of the SE cor- of
Lot 5 Cap- Hill Sub-, th- W 125
ft, th- the W Line of Lot 5 Cap-
Hill Sub- th- N 96 ft- th- E 125
ft- th- S 96 ft- to the p-o-b.

Albert Chadez and
Wilma Ruth Chadez

Tract 9: Beg- at a pt- 125 ft-
W and 300 ft- N of the SE cor-
of Lot 5 of Cap- Hill Sub-, th
N 96 ft-, th- W 80 ft-, th S 96
ft-, th- E 80 ft to the p-o-b.

C. B. Urban, Sr., and
Nellie P. Urban

Tract 10: Beg- at a pt- 15 ft
W and 396 ft N of the SE Cor of
Lot 5 Cap- Hill Sub-, th, W 110
ft-, th- S 80 ft-, th- E 110 ft-
th- N 80 ft to the p-o-b.

AND, WHEREAS, first parties have requested second party
to construct an extension of the City sewer line, as herein-
after provided;

NOW, THEREFORE, in consideration of the premises, it is
mutually agreed by and between the parties hereto as follows:

1. Second party shall construct an extension of the City
sewer line to provide sewer service to the lots hereinbefore
mentioned.

2. Second party shall keep an accurate account of the
cost of constructing such extension, including a reasonable
amount for supervision and overhead. Upon completion of such
work, first parties shall pay to second party the sum of
One Thousand One Hundred Twenty (\$1,120.00) Dollars or the

amount of the actual construction, whichever is the lesser amount, such lesser amount being hereinafter referred to as the "contract price".

3. Upon completion of construction of such extension, the City shall notify each of the first parties that such extension has been completed, stating the amount of the actual cost of construction. Such notice may be given by mailing the same to the last known address of each of the first parties. Within twenty days after such notice is given, the first parties shall pay to the City the following amounts:

Ben H. Adams and Leila F. Adams	\$ 140.00
Lawrence A. Krantwashi & Stella W. Krantwashi	140.00
R. R. Hofmann and Nettie Hofmann	280.00
Frank H. Thomas and Ethel M. Thomas	140.00
Myrtle E. Jones	140.00
David Lawson and Nada Lawson	140.00
Albert Chadez and Wilma Ruth Chadez	140.00
C. B. Urban, Sr. and Nellie P. Urban	140.00

provided, however, that in the event the actual cost of construction is a lesser amount than \$1,120.00, then the amounts hereinabove set out opposite the names of the first parties shall be reduced proportionately. Upon payment of the respective fractions by first parties of the contract price, the party or parties making such payment shall be deemed to have complied with this Agreement and shall have no further obligations hereunder.

4. In the event that any of the parties do not pay their respective fraction of the contract price within the time above provided, such amount shall be and remain a lien upon the property herein described which is owned by such party or parties; provided, however, that no liens shall attach to the property of those parties who have paid their respective fraction of the contract price.

5. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the first parties and the successors and assigns of the second party.

Signed at Grand Junction, Colorado, the day and year first above written.

Ben H. Adams
Ben H. Adams

Leila F. Adams
Leila F. Adams

Lawrence A. Krantwashi
Lawrence A. Krantwashi

Stella W. Krantwashi
Stella W. Krantwashi

R. R. Hofmann
R. R. Hofmann

Nettie Hofmann
Nettie Hofmann

Frank H. Thomas
Frank H. Thomas

Ethel M. Thomas
Ethel M. Thomas

Myrtle E. Jones
Myrtle E. Jones

David Lawson

Nada Lawson

Albert Chadez
Albert Chadez

Wilma Ruth Chadez
Wilma Ruth Chadez

C. B. Urban
C. B. Urban, Sr.

Nellie P. Urban
Nellie P. Urban

First Parties

CITY OF GRAND JUNCTION

By R. E. Shearer
City Manager
Second Party

ATTEST:

Helen C. Jonkman
City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me
this 15th day of January, 1957, by
Ben H. Adams, Leila F. Adams, Lawrence A. Krantwashi, Stella
W. Krantwashi, R. R. Hofmann, Nettie Hofmann, Frank H. Thomas,
Ethel M. Thomas, Myrtle E. Jones, David Lawson, Nada Lawson,
Albert Chadez, Wilma Ruth Chadez, C. B. Urban, Sr., Nellie P.
Urban.

Mary Ellen Adams
Notary Public

My Commission Expires: October 10, 1957

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
_____ day of _____, 19____, by
Robert Cheever and Helen C. Tomlinson, City Manager and City
Clerk respectively, of the City of Grand Junction, Colorado,
a Municipal Corporation.

Notary Public

My Commission Expires: