

BEL54FOX

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ORA FOX, JOHN A. FOX, NICOLA BELCASTRO, FANNIE BELCASTRO, S.R. BRAY AND ROXIE BRAY

STREET ADDRESS/PARCEL NAME/SUBDIVISION: AGREEMENT FOR EXTENSION OF SEWER LINE (FOX SUBDIVISION) LOTS 1,2,3,4,5,6,7,8,9

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1954

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, made at Grand Junction, Colorado, this 14th day of June, 1954, by and between ORA FOX, JOHN A. FOX, NICOLA BELCASTRO, FANNIE BELCASTRO, S. R. BRAY and ROXIE BRAY, parties of the first part, and the CITY OF GRAND JUNCTION, COLORADO, a Municipal Corporation, party of the second part, WITNESSETH:

WHEREAS, Ora Fox and John A. Fox are the owners of Lots 1, 2, 3, 5, 6, 7 and 8 of Fox Subdivision in the City of Grand Junction, which Subdivision is presently being platted, and Nicola Belcastro and Fannie Belcastro are purchasing Lot 4 in Fox Subdivision from said Ora Fox and John A. Fox, the present owners of said Lot 4, and S. R. Bray and Roxie Bray are the owners of Lot 9 of said Fox Subdivision; and

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

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

1. Second party shall construct an extension of the six (6) inch tile sewer line, commencing at a point 50 feet South of the Southeast Corner of Lot 4 of said Fox Subdivision, and running thence North 173 feet to Manhole No. 1, and thence East 105 feet to Manhole No. 2, and a four (4) inch extension from Manhole No. 1, running thence North 42 feet.

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 amount of

\$750.00 or the amount of the actual cost of such 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 line, 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 (20) days after such notice is mailed, the first parties shall pay to the City the Contract Price, each of the parties paying the following portions of such Contract Price:

Ora Fox and John A. Fox	-	7/9ths
Nicola Belcastro and Fannie Belcastro	-	1/9th
S. R. Bray and Roxie Bray	-	1/9th

Upon payment of their respective portions 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 portions 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; provided, however, that no lien shall attach to the property of those parties who have paid their respective portions of the Contract Price.

5. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators 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.

Ora Fox
Ora Fox

John A. Fox
John A. Fox

Nicola Belcastro
Nicola Belcastro

Fannie Belcastro
Fannie Belcastro

S. R. Bray
S. R. Bray

Roxie Bray
Roxie Bray

FIRST PARTIES.

CITY OF GRAND JUNCTION, COLORADO.

ATTEST:

Helen C. Tomlinson
City Clerk

By W. D. Toyne
City Manager

STATE OF COLORADO) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 14th day of June, 1954, by Ora Fox, John A. Fox, Nicola Belcastro, Fannie Belcastro, S. R. Bray and Roxie Bray.

My Commission expires: November 1-1955

Anita Streff
Notary Public

STATE OF COLORADO) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 14th day of June, 1954, by W. D. Toyne and Helen C. Tomlinson, City Manager and City Clerk respectively of the City of Grand Junction, Colorado, a Municipal Corporation.

My Commission expires: Nov. 1-1955

Anita Streff
Notary Public