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TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	GRAND JUNCTION DRAINAGE DISTRICT, MESA COUNTY, AND BROWNSON AND COMPANY
SUBJECT/PROJECT:	BUTHORN WASTE AND DRAINAGE DITCH AND STORM SEWER
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1950
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT Made this 28th day of September, 1950, between Grand Junction Drainage District of the first part, City of Grand Junction of the second part, Board of County Commissioners, Mesa County, Colorado, of the third part, and Brownson & Company, a co-partnership, of the fourth part, WITNESSETH:

WHEREAS, the parties hereto believe that it will be to their mutual benefit to eliminate a portion of what is commonly known as the Buthorn Waste and Drainage Ditch, and to install in place thereof a covered pipe through that portion thereof, hereinafter referred to; and

WHEREAS, after the installation thereof, second party desires to use said pipe for storm sewer purposes.

NOW, THEREFORE, In consideration of the mutual agreements herein contained, it is hereby agreed as follows:

1. That a 30-inch bonded, corrugated iron culbert shall be installed from the east line of Seventh Street, thence following the approximate lines of the said drain ditch through Bookeliff Avenue for a distance of approximately 740 feet to the west line of Lot Twelve, in Block Two of Bookeliff Park Subdivision in the City of Grand Junction.

2. That said pipe shall be furnished and installed by the said Drainage District, and that after completion thereof the parties hereto shall apportion the total cost and expense thereof as follows:

a. City of Grand Junction shall pay its proportionate share for 130 feet thereof, being 50 feet for the west one-half of Seventh Street, 60 feet for Sixth Street, and 20 feet for the alley between Sixth and Seventh Streets.

b. Mesa County shall pay its proportionate share for 50 feet thereof, being for the east one-half of Seventh Street.

c. The Drainage District shall pay for two-thirds of the balance of the cost.

d. Brownson & Company shall pay for the remaining one-third of the balance of the cost.

3. The estimated cost of the pipe and installation thereof is \$6.00 a foot, or a total cost of \$4440.00, based on the present cost of pipe at \$4.65 a foot, and the cost of installing and backfilling at \$1.35 a foot. However, the parties hereto shall pay their proportionate share based on actual cost whether it be more or less than estimated.

4. The parties hereto shall pay their respective proportionate shares either directly to the Drainage District or upon the request of the Drainage District, directly on such material and labor bills as the District may direct; provided, however, that second party shall pay any added cost or expense that may be incurred in providing storm sewer facilities.

5. After said pipe has been installed the said 130 feet thereof shall be maintained by second party and said 50 feet thereof shall be maintained by third party, provided that if the said East half of Seventh Street becomes annexed to the City of Grand Junction the pipe thereunder shall be thereafter maintained by second party.

IN WITNESS WHEREOF This agreement has been executed the day and year first above written, and each of the parties hereto have been duly authorized to enter into this agreement.

GRAND JUNCTION DRAINAGE DISTRICT

By Samuel W. Wade

CITY OF GRAND JUNCTION, a Municipal Corporation

By W. D. Roy

BOARD OF COUNTY COMMISSIONERS

By Kalter Stout, Jr.

BROWNSON & COMPANY, a co-partnership

By Bruce Brownson