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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: VIRGINIA SIMON, B. C. MAYNARD, ADDIE R. MAYNARD, C. GRANT HANKS, S. JOANNA HANKS, S. R. BRAY, ROXY BRAY, OLINDA GRASSO AND LUKE M. GRASSO

STREET ADDRESS/PARCEL NAME/SUBDIVISION: FOR EXTENSION OF SEWER LINE BETWEEN 17TH ST AND 18TH ST - ELMWOOD PLAZA - LOTS 9,10,11,12,13,14,15,16,17,18,19,20,21,22,23 BLOCK 3

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 30th day of January, 1958, by and between VIRGINIA SIMON, B. C. MAYNARD, ADDIE R. MAYNARD, C. GRANT HANKS, S. JOANNA HANKS, S. R. BRAY, ROXY BRAY, ^{OLINDA GRASSO} and LUKE M. GRASSO, parties of the first part, and the CITY OF GRAND JUNCTION, COLORADO, a Municipal Corporation, party of the second part,

WITNESSETH:

WHEREAS, Virginia Simon is the owner of Lots 8 to 10, inclusive, B. C. Maynard and Addie R. Maynard are the owners of Lots 11 to 15, inclusive, C. Grant Hanks and S. Joanna Hanks are the owners of Lots 16 to 20, inclusive, S. R. Bray and Roxy Bray are the owners of Lot 21, and Luke M. ^{and Olinda Grasso} Grasso/are the owners of Lots 22 and 23, all of said Lots being situate in Block 3, Elmwood Plaza, according to the refileing plat thereof, in the City of Grand Junction, Colorado; 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 a 510 foot extension of the 8 inch tile sewer line in the alley between 17th Street and 18th Street. Such extension shall commence at a point in said alley which lies 450 feet North of the center line of Elm Street, and shall extend North along said alley a distance of 510 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 \$776.85 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 20 days after such notice is given, the first parties shall pay to the City the contract price, each of the parties paying the following percentages of such contract price:

Virginia Simon	19.57%
B. C. Maynard and Addie R. Maynard	32.62%
C. Grant Hanks and S. Joanna Hanks	29.10%
S. R. Bray and Roxy Bray	5.73%
Luke M. Grasso and Olinda Grasso	12.98%

Upon payment of their respective percentage 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 percentage 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 percentages 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.

Virginia Simon
Virginia Simon

B. C. Maynard

Addie Russell Maynard
Addie R. Maynard

C. Grant Hanks
C. Grant Hanks

S. Joanna Hanks
S. Joanna Hanks

S. R. Bray
S. R. Bray

Roxy Bray
Roxy Bray

Olinda Grasso
Olinda Grasso

Luke M. Grasso
Luke M. Grasso

PARTIES OF THE FIRST PART

ATTEST:

Helen C. Tomlinson
City Clerk

CITY OF GRAND JUNCTION, COLORADO

By W. D. Toyne
City Manager

STATE OF COLORADO)
) SS.
COUNTY OF Garfield,

The foregoing instrument was acknowledged before me this 30th day of January 1954 by Virginia Simon.

My Commission expires:
MY COMMISSION EXPIRES
JANUARY 26, 1955

Abigail Spang
Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF M E S A)

The foregoing instrument was acknowledged before me this 29th 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: November 1-1955

Chita J. [unclear]
Notary Public