

BRA75SWR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	LOUIS R. BRACH AND BETTY M. BRACH
SUBJECT/PROJECT:	SEWER COLLECTION SYSTEM TO SERVE BRACH SHOPPING CENTER DATED APRIL 4, 1975
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1975
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 4<sup>th</sup> day of April, 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and LOUIS R. BRACH and BETTY M. BRACH, hereinafter referred to as "Brach"; WITNESSETH:

WHEREAS, Brach owns, real property and shopping center located in an area southwest of the City of Grand Junction; and

WHEREAS, Brach wishes to construct a sewage collection system; and

WHEREAS, the City has sewage treatment facilities available.

BY MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Brach agrees to construct a sewage collection system to serve the Brach shopping center and to connect with the City's sewage collection and disposal facilities. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction and the State of Colorado Health Department.

2. Following the construction of the system and its approval by the City, Brach will transfer full ownership and responsibility of the system to the City from the point of connection to the existing City system to the Brach property line.

3. Brach shall obtain twenty foot easements in the name of the City for the construction, repair and maintenance of the sewage collection system and to grant such an easement across the property owned by Brach.

4. Brach agrees to assign power of attorney for annexation to the City. In addition, a power of attorney for annexation shall be obtained by the City from each additional property owner for each additional sewer tap that is requested by any person desiring to tap into the said collection system.

5. City agrees to accept full ownership and responsibility for the operation and maintenance of the sewage collection system following its completion and transfer to the City.

6. City agrees to permit Brach to use the easements obtained by Brach in the name of the City for the purpose of the construction of the system.

7. Brach agrees, in addition to the construction and transfer of the collection system, to pay to the City the plant investment fee, inspection fee, and monthly service charge for each service connection which the City charges for such service.

8. In the event Brach does not undertake the construction of the system, this agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 4<sup>th</sup> day of April, 1975.

CITY OF GRAND JUNCTION

BY James E. Patterson Jr.  
UTILITIES DIRECTOR

ATTEST

Meva B. Lockhart  
City Clerk

Louis R. Brach  
Louis R. Brach

Betty M. Brach  
Betty M. Brach