

CAR8425R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	CARY BUILDERS, INC.
SUBJECT/PROJECT:	SEWER CONNECTION LINE FRANCINI SUBDIVISION 404 25 ROAD
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1984
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made this 25<sup>th</sup> day of MAY 1984, by and between the CITY OF GRAND JUNCTION, a municipal corporation and home rule city of the State of Colorado (CITY) and Cary Builders, Inc., a Colorado Corporation, (CUSTOMER), owner of property located at 404 25 Road, Grand Junction, Colorado, 81503.

WHEREAS, the CITY manages and operates the sewer lines in Franchini Subdivision on behalf of Mesa County, Colorado; and

WHEREAS, the CUSTOMER desires to connect a proposed residence located within the subdivision at the address shown above to the nearest existing sewer collection line; and

WHEREAS, the CITY is willing to allow the connection subject to certain maintenance and financial terms and conditions described below, to which the CUSTOMER has agreed in principal;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the CITY and CUSTOMER covenant and agree as follows;

1. the CITY, acting by and through the Director of the Department of Public Works and Utilities, will allow the customer to extend a sewer service collection line along the public right of way and into the nearest existing manhole.
2. the CITY waives the applicable minimum 8" sewer line size requirement on the express condition that the CUSTOMER will assume all responsibility for service line installation and maintenance.
3. The CUSTOMER agrees and covenants that at such time as a new 8" or larger sewer connection line is installed and is located along the public right of way adjoining the property, situated at Lot 11, Franchini Subdivision, Mesa County, Colorado, then customer shall plug and abandon the sewer service line authorized by this Agreement, or shall remove it from the public right of way upon request, and shall re-connect their residential structure at the above address to the new line at their sole cost and expense subject to design approval and inspection approval by the CITY. However, if the CUSTOMER locates his sewer line through a private easement, that at such time as a new 8" or larger sewer is installed, CUSTOMER will be allowed to leave existing sewer line connected, but will be required to participate in the pro-rata cost, as provided in this agreement.
4. CUSTOMER further agrees to participate in the pro-rata cost of construction of the new collection line referred to above, whether installed privately or by means of a sewer improvement district, as determined by the CITY or COUNTY.
5. CUSTOMER acknowledges that the CITY'S sewer tap fees and Plant Investment Fee (PIF) required prior to service line connection are not waived by this Agreement, except for the Capital Improvement Charge (CIC).

6. This Agreement shall inure to the benefit or, and be binding upon the CITY and the CUSTOMER, and their grantees, successors in interest, personal representatives, and assigns. This Agreement shall run with the land described above, and shall be specifically enforceable by the CITY, which may instead elect to perform the reconnection work required hereunder. CUSTOMER agrees that they shall be liable for the costs of such work and any other charges identified in paragraphs 3 or 4 above, and that such costs shall constitute a lien against said land until paid or discharged, in favor of the Manager of the City Sewer Operations Fund.

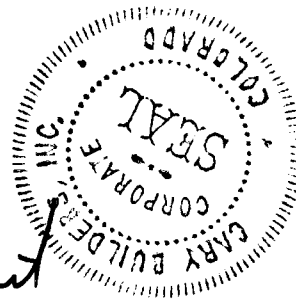
7. the CITY shall record this Agreement with the Mesa County Clerk and Recorder.

In Witness Whereof, the parties to this Agreement have set their hands and seals the day and year first written.

CITY OF GRAND JUNCTION

By: James E. Patterson  
James E. Patterson, Director of Public Works and Utilities

ATTEST:  
Theresa Martiny  
Deputy City Clerk



CUSTOMER

Nels Cary President  
Cary Builders, Inc., by  
Nels Cary, President

STATE OF COLORADO )  
COUNTY OF MESA )

The foregoing agreement was acknowledged before me this 25<sup>th</sup> day of May 1984, by Judith A. Chmielowski  
My Commission expires Oct 16, 1986  
Witness my hand and official seal.

Judith A. Chmielowski  
Notary Public  
250 No. 5th St.  
Grand Jct, Co 80539

