

CCW75SWR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	CROSSROADS COLORADO WEST
SUBJECT/PROJECT:	MEMORANDUM OF AGREEMENT DATED APRIL 7, 1975 REGARDING INSTALLATION OF A SANITARY SEWERAGE SYSTEM FOR CROSSROADS COLORADO WEST
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1975
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into this 7<sup>th</sup> day of April, 1975, between the CITY OF GRAND JUNCTION, hereinafter "City", and CROSSROADS COLORADO WEST, a Colorado Limited Partnership, hereinafter referred to as "Crossroads",

W I T N E S S E T H:

WHEREAS, Crossroads wishes to subdivide and develop certain real property to be known as Crossroads Colorado West, situated in Mesa County, Colorado, and described in Exhibit "A" attached hereto and made a part hereof by this reference, and

WHEREAS, Crossroads wishes to install a sanitary sewerage system to serve the development, and

WHEREAS, the City presently owns and operates a sewerage system to which it is possible to connect a system serving Crossroads Colorado West,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set out, it is agreed:

1. Crossroads, at its expense, will design and construct to City specifications a sanitary sewerage system to serve all lot sites in Crossroads Colorado West. The system will be so designed as to be able to accommodate sewage from additional developments in the area of the land described in Exhibit "A" hereof as the same may be served through this system.

2. The City shall have the right of inspection during the period of construction; upon completion of construction and acceptance by the City, Crossroads will transfer ownership of the system to the City.

3. Crossroads may assess and receive sewer tap fees for property sold in the development and must charge the then-established plant investment fee for each such tap, which, as assessed, will

be paid to the City.

4. Prior to construction of the system, the City shall obtain the necessary easement for the construction of a section of the system to connect it to the present City-owned system. The City will take such steps as are necessary to obtain such easement with Crossroads reimbursing the City for the costs of obtaining the same. The easement will be obtained upon the basis of a qualified appraisal and after consultation with Crossroads.

5. After acceptance by the City and transfer of ownership to the City, the City will operate and maintain the system at no expense to the developer other than established monthly service charges to be paid to the City by each service user.

6. The City will not allow any service connections in the development known as Crossroads Colorado West unless the top assessment has been paid to the developer.

7. The City shall have the right to accept sewage from other lands or properties into the system without compensation to Crossroads.

8. If the City requires that sewerage lines be enlarged by 8 inches in diameter so that the lines may handle the sewage from other developments, then the City will reimburse Crossroads for the cost of oversizing the lines.

9. If for some legal reason the City is unable to secure the necessary easement, this Agreement shall be of no force or effect.

10. Upon completion of the system and before any land is sold in the development, the owner of the land will execute a Power of Attorney designating the City Clerk of the City of Grand Junction as attorney in fact to sign for the land to be annexed to the City when the land, alone or together with other lands, is

eligible for annexation. Such power shall run with the land. Such power shall also prevent the execution of an opposition petition to force an election under the Municipal Annexation Act.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

*Neva B. Lockhart*  
City Clerk

CITY OF GRAND JUNCTION

*James Z. Wysocki*  
Acting City Mgr.  
By Harvey M. Rose, City Manager

ATTEST:

*Mark Halloway*  
Secretary

CROSSROADS COLORADO WEST, a Colorado Limited Partnership

By SPEC INC., a Colorado corporation

By *Thomas M. Haupt*  
President  
*Robert E. Hiron*  
Robert E. Hiron

General Partners

Commencing at the Southwest corner of the NE $\frac{1}{4}$  of Section 36, Township 1 North, Range 1 West of the Ute Meridian, thence North 00°04'00" East along the West line of the NE $\frac{1}{4}$  of said Section 36 a distance of 598.64 feet to a point on the Northeasterly right-of-wayline of Interstate Highway 70 and the TRUE POINT OF BEGINNING, thence continuing North 00°04'00" East along said West line of the NE $\frac{1}{4}$  of said Section 36 a distance of 720.82 feet to the Northwest corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{2}$  of said Section 36, thence South 89°50'58" East along the North line of the SW $\frac{1}{4}$  NE $\frac{1}{2}$  of said Section 36 a distance of 1,316.76 feet to the Northeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{2}$  of said Section 36, thence South 00°08'00" West along the East line of SW $\frac{1}{4}$  NE $\frac{1}{2}$  of said Section 36 a distance of 63.72 feet to a point on the Southwesterly right of way line of the Government Highline Canal, thence along said Southwesterly right of way of the Government Highline Canal by the following three course and distances: South 68°29'00" East 342.21 feet, thence along the arc of a curve to the right whose radius os 1,342.70 feet and whose long chord bears South 54°15'30" East 659.88 feet, thence South 40°02'00" East 321.16 feet to a point on the Northwesterly right of way of Horizon Drive, thence South 54°54'30" West along said Westerly right of way line a distance of 362.11 feet, thence North 35°05'30" West 400.00 feet, thence South 54°54'30" West 165.00 feet, thence South 35°05'30" East 400.00 feet to a point on the said Northwesterly right of way line of Horizon Drive, thence South 54°54'30" West along said Northwesterly right of way line a distance of 307.94 feet, thence North 21°18'31" West 370.61 feet, thence South 67°50'18" West 264.44 feet to a point on the East line of the SW $\frac{1}{4}$  NE $\frac{1}{2}$  of said Section 36, thence South 85°58'54" West 330.51 feet, thence South 00°08'00" West 240.10 feet to a point on the South line of the SW $\frac{1}{4}$  NE $\frac{1}{2}$  of said Section 36, thence North 89°51'40" West along said South line of the SW $\frac{1}{4}$  NE $\frac{1}{2}$  of Section 36 a distance of 329.78 feet to a point on the Northeasterly right of way line of Interstate Highway 70, thence along said Northeasterly right of way of Interstate Highway 70 by the following four courses and distances: North 36°05'05" West 203.76 feet, thence along the arc of a curve to the left whose radius is 1,762.10 feet and whose long chord bears North 42°37'25" West 315.68 feet, thence North 58°06'37" West 215.47 feet, thence along the arc of a curve to the left whose radius is 1,737.10 feet and whose long chord bears North 57°07'14" West 164.76 feet to the true point of beginning;

Mesa County, Colorado.

EXHIBIT "A"