

CUR70HOR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: BRUCE C. CURRIER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MEMORANDUM OF AGREEMENT
DATED JANUARY 6, 1970 REGARDING EXTENSION OF THE CITY'S HORIZON DRIVE SEWER
LINE FOR A DISTANCE OF APPROXIMATELY 2,900 FEET TO SERVE CURRIER'S PROPOSED
"GRAND JUNCTION TECHNOLOGICAL CENTER SUBDIVISION" FOR COST SHARE OF SEWER
LINE EXTENSION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1970

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 6th day of January, 1970, by and between BRUCE C. CURRIER, hereinafter referred to as "Currier," and the CITY OF GRAND JUNCTION, hereinafter referred to as "City";

WITNESSETH:

THAT, WHEREAS, Currier has requested the extension of the City's Horizon Drive Sewer Line for a distance of approximately 2,900 feet to serve Currier's proposed "Grand Junction Technological Center Subdivision," and

WHEREAS, the City is prepared to make such extension on a cost sharing basis with Currier;

NOW, THEREFORE, IT IS AGREED:

1. That the City shall proceed to extend its Horizon Drive Sewer Line the prescribed distance to provide available service to the proposed Currier Subdivision. Such line shall be at least 10 inches in diameter as the engineer may direct;
2. That Currier will pay one-half of the total project costs or Ten Thousand (\$10,000.00) Dollars, whichever amount is lesser; provided, however, that in the event the bids for installations of said extension indicate that the total cost of the project will exceed \$20,000.00, the City may reject such bids and may elect not to extend said line.
3. Currier and his successors in title to any land serviceable by this sewer extension, upon payment of the standard tap fee for the area, shall be permitted to tap into this line extension; it being specifically understood that should the line become inadequate to carry the sewage from the lands to be served, installation of a larger line will be made at the City's expense.
4. That the City shall proceed, in accordance with its usual practice, to obtain the engineering data and the construction of the extension of the line and shall notify Currier of the

total project costs, upon its completion, at which time, one-half of that total, or Ten Thousand (\$10,000.00) Dollars, whichever amount is lesser, shall be paid to the City by Carrier.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of January A.D. 1970.

CITY OF GRAND JUNCTION

By: *Bruce C. Carrier*
City Manager

ATTEST:

William C. Johnson
City Clerk

Bruce C. Carrier
Bruce C. Carrier