

GJR75SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT AND EASEMENT**

NAME OF OWNER: GRAND JUNCTION REALTY, INC.

SUBJECT/PROJECT: CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM AND TRANSFER  
TO CITY

LOCATION: E OF 12<sup>TH</sup> STREET W OF 15<sup>TH</sup> AND SOUTH OF PATTERSON

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 29 day of August, 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and GRAND JUNCTION REALTY, INC., hereinafter referred to as "Grand Junction Realty"; WITNESSETH:

WHEREAS, Grand Junction Realty owns real property for a proposed residential bulk development located in an area within the northeast limits of the City of Grand Junction; and

WHEREAS, Grand Junction Realty 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. Grand Junction Realty agrees to construct a sewage collection system to serve the Grand Junction Realty residential development 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, Grand Junction Realty will transfer full ownership and responsibility of the system from the points of connection to the existing city system to the terminus of both sewage collection laterals.

3. Grand Junction Realty shall obtain 20 foot easements in the name of the City for the construction, repair and maintenance of the sewage collection system.

4. 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.

5. City agrees to permit Grand Junction Realty to use the easements obtained by Grand Junction Realty in the name of the City for the purpose of the construction of the system.

6. Grand Junction Realty 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.

7. In the event Grand Junction Realty 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 29 day of Aug, 1975

CITY OF GRAND JUNCTION

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

GRAND JUNCTION REALTY, INC.

By Charles D. Wimmer

Title Pres

Date Executed 29 Aug 1975

RIGHT-OF-WAY AGREEMENT

THAT GRAND JUNCTION REALTY, INC. of the County of Mesa, State of Colorado, herein called Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Grand Junction, a municipal corporation existing under and by virtue of the laws of the State of Colorado, herein called Grantee, a right-of-way to locate, place, construct, operate, repair and maintain an underground sanitary sewer pipe line over, on, across and, under the following described lands, to wit:

PARCEL # 1

A Right-of-Way 20 feet wide with its centerline described as follows: Beginning at a point which bears N 89° 52' W 136.0 feet and S. 00° 08' W. 30.0 feet; from the Northeast Corner of the Northwest Quarter Northwest Quarter of Section 12, T. 1 S., R. 1 W., Ute P. M. thence S. 00° 08' W. 265.0 feet to the terminus of this Right-of-Way

PARCEL # 2

A Right-of-Way 20 feet wide with its centerline described as follows: Beginning at a point which bears N 89° 52' W 540.0 feet and S. 00° 08' W. 30.0 feet, from the Northeast Corner of the Northwest Quarter Northwest Quarter of Section 12, T. 1 S., R. 1 W., Ute P.M. thence S. 00° 08' W. 203.0 feet; thence S. 70° 30' E. 190.0 feet. to the terminus of this Right-of-Way.

Said pipe line shall be placed underground and upon completion, the surface of the ground shall be returned as nearly as practicable to its original level. Grantor shall have the right to make any use of the above described property Grantor deems desirable so long as it in no way interferes with the construction, operation, repair and maintenance of said pipe line.

IN WITNESS WHEREOF the owner(s) has (have) hereunto set hand seal this 29 day of Aug A.D., 1975

GRAND JUNCTION REALTY, INC.

Charles D. Wiman, President

L.C. Warren, Asst. Sec. & Tres.

STATE OF COLORADO ) : ss COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 3 day of September A.D., 1975

WITNESS my hand and official seal.

My commission expires: My Commission expires June 26, 1978

Notary Public