

HEU03PIT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: MICHAEL R. HEUTON AND JUDITH A. HEUTON

SUBJECT/PROJECT: COMBINED SEWER ELIMINATION - PROJECT (CSEP) - REPAIR AND REPLACEMENT OF THE OWNER'S STORM WATER FACILITIES AND CONNECT THE OWNER'S STORM WATER FACILITIES TO THE CITY'S NEW SEPARATE STORM WATER COLLECTION SYSTEM

LOCATION: 1125 PITKIN AVENUE

PARCEL#: 2945-144-37-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

BOOK 3377 PAGE 755

2125674 06/05/03 1044AM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS & UTILITIES	Project: Combined Sewer Elimination
PROPERTY OWNER CONSENT TO MODIFY PRIVATE STORM DRAINAGE FACILITIES	Michael R. Heuton & Judith A. Heuton 2945-144-37-002 1125 Pitkin Avenue

Recitals.

A. The City of Grand Junction, a Colorado home rule municipality ("City"), will be implementing and constructing the Combined Sewer Elimination Project ("CSEP") during the 2003 and 2004 construction seasons. CSEP will eliminate combined storm sewer and sanitary sewer systems located in downtown Grand Junction by constructing a separate storm water collection system.

B. Michael R. Heuton and Judith A. Heuton are the owners of certain real property located within the CSEP boundaries, having a physical address of 1125 Pitkin Avenue and identified by Mesa County Tax Schedule Number 2945-144-37-002, hereinafter referred to as the "Owner's Property".

C. Three (3) storm sewer inlets and related storm drain pipelines located on the Owner's Property carry and discharge storm water generated from the Owner's Property into the City's sanitary sewer collection system. Although the City has never operated, maintained or repaired nor will the City operate, maintain or repair the storm water facilities located on the Owner's Property, the City will, with the Owner's consent and at no cost to the Owners, repair and replace the Owner's storm water facilities and connect the Owner's storm water facilities to the City's new separate storm water collection system. By their signatures below, the Owners acknowledge and agree that, in conjunction with CSEP, it would be prudent to upgrade and improve the Owner's storm water facilities and connect the same to the City's new separate storm water collection system.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises hereinafter expressed, the City and the Owners agree as follows:

1. The Owners authorize the City and its contractors, officers, agents and employees to enter upon the Owner's Property for all purposes reasonably related or required for the removal of the Owner's existing storm water facilities and the installation of new storm water facilities generally within the areas of the Owner's Property depicted on **Exhibit "A"** attached hereto and incorporated herein by reference, said work being more particularly described as follows:


- a. Plug and abandon the Owner's existing storm sewer pipelines that extend from the Owner's existing storm sewer inlets to an existing 15-inch combined sewer pipeline;
- b. Within Area A depicted on the attached Exhibit "A", install approximately 100 feet of 12-inch reinforced concrete pipe, said pipe to be connected to the Owner's existing storm drain inlet and the City's new separate storm water collection system.
- c. Within Area B depicted on the attached Exhibit "A", remove and replace two (2) storm sewer inlets and install approximately 300 feet of 12-inch reinforced concrete pipe, said pipe to be connected to the new storm sewer inlets and the City's new separate storm water collection system.
- d. Restore all disturbed areas, including, but not limited to, the installation of road base material and asphalt, to conditions comparable to or better than those which existed prior to the City's entry upon the Owner's Property

- 2. The City agrees to pay all costs and expenses relating to the installation of the Owner's new storm water facilities.
- 3. To minimize disruption of the business conducted on the Owner's Property, the City's pipeline construction activities within Area B of the Owner's Property shall be limited to weekends; more specifically, the City's construction activities may commence following the conclusion of the Owner's business operations on any Friday during the term of this Agreement and shall cease prior to the commencement of the Owner's business operations on any Monday during the term of this Agreement; provided, however, that the installation of asphalt within Area B shall occur during normal business hours, Monday through Friday, at times which have been mutually agreed to between the Owners and the City.
- 4. Upon installation of the new storm water facilities and determination that such improvements are operational and functional within the City's design specifications, the City shall have no obligation to maintain or repair the Owner's storm water facilities. Furthermore, the Owners and the Owner's heirs, successors and assigns shall have no claim against the City for damages, claims or obligations that may result or be claimed to result from the construction, failure of the same or any direct, indirect or consequential claims or damages including, but not limited to, flooding, clogging of the system or the failure of the system to convey storm water.
- 5. The Owners agree, for themselves and for their heirs, successors and assigns, that there is adequate consideration for this Agreement and each and every term and provision herein.
- 6. The City may, at the City's expense, record this Agreement in the office of the Mesa County Clerk and Recorder.

Given this 5th day of June, 2003.

Owners:

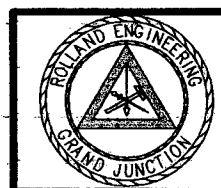
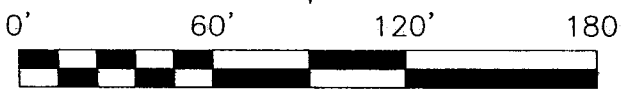
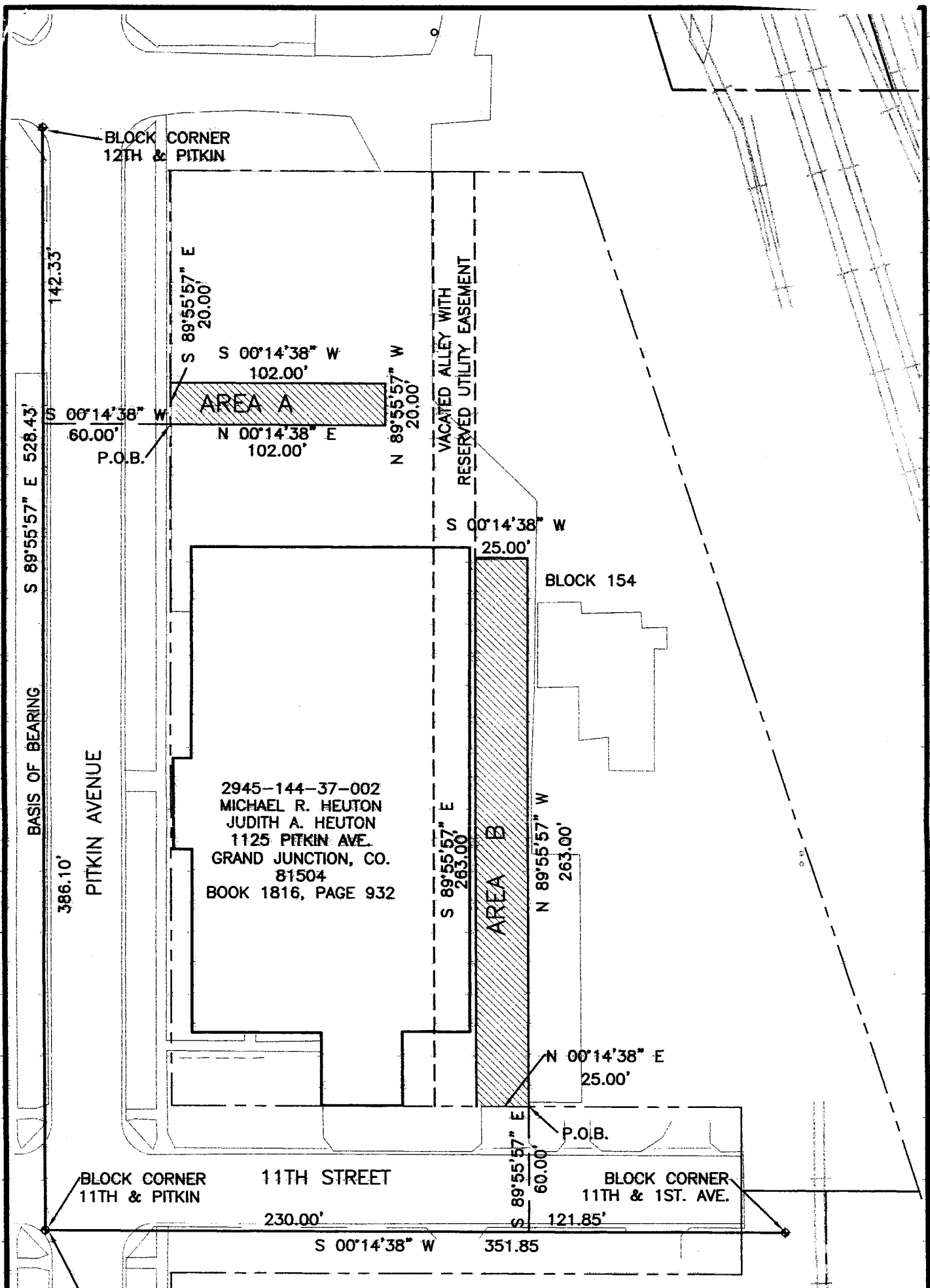
Acceptance:


 Michael R. Heuton

By: 


 Judith A. Heuton

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PROVIDED FOR REPRODUCTION



ROLLAND ENGINEERING
 405 Ridgess Blvd
 Grand Jct. CO 81503
 (970) 243-8300

File Name: C:\2020\EASEMENT\BREWERTI.DWG			
EXHIBIT A			
Designed	Checked	Proj	Sheet
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Drawn	Date	By	Of
JLG	5/8/03		1