

HLF93TPS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	HIGHLIFE HOMES, LTD., AND NORWEST BANK OF GRAND JUNCTION-DOWNTOWN, N.A.
SUBJECT/PROJECT:	AGREEMENT DATED APRIL 8, 1993 FOR A MAXIMUM OF SIX (6) SEWER TAPS
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1993
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

*file - Highlife Homes*

**AGREEMENT**

AGREEMENT, made and entered into this 20<sup>th</sup> day of April, 1993, by and between HIGHLIFE HOMES, LTD. ("Highlife Homes"), NORWEST BANK OF GRAND JUNCTION-DOWNTOWN, N.A. ("Norwest Bank"), and the CITY OF GRAND JUNCTION ("City").

**RECITALS**

A. Highlife Homes is the owner of certain real property described as The Vineyard, Filing No. 3, Mesa County, Colorado, consisting of 42 residential lots ("the Property").

B. The parties are presently involved in a dispute regarding whether Highlife Homes is in any way bound, or the Property is in any way burdened, by a certain Sewer Line Recovery Agreement, dated February 2, 1988, originally between the City, Oxford Avenue, Ltd., and Aryl Aldred.

C. Pending resolution of the dispute, the parties have agreed that Highlife Homes may immediately receive and the City may immediately issue six (6) sewer taps from the City for lots in the Property in accordance with the terms set forth below.

THEREFORE, in consideration for the mutual covenants, terms and conditions contained herein, the parties agree as follows:

1. Highlife Homes shall be entitled to immediately receive and the City shall immediately issue six (6) sewer taps for lots in the Property, upon payment to Norwest Bank of \$238.10 for each sewer tap, for a total of \$1,428.60, and upon payment to the City of the City's sewer tap fee of \$750 per sewer tap, for a total of \$4,500. The City may rely on a letter from Norwest Bank confirming payment of the above amount by Highlife Homes to Norwest Bank.

2. Upon issuance of any tap by the City pursuant to this Agreement, the parties agree that the City shall be forever released and discharged from any and all further liability under the Sewer Line Recovery Agreement or otherwise to Norwest Bank or Highlife Homes in connection with such sewer taps actually issued.

3. This Agreement relates only to a maximum of six (6) taps for the property and in no way limits or alters the parties'

claims, rights, obligations or defenses in connection with the Sewer Line Recovery Agreement regarding taps for the remaining lots in the Property. Further, this Agreement does not constitute any admission of liability by any party to any other party or parties with regard to any disputed issues relating to the Sewer Line Recovery Agreement.

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

HIGHLIFE HOMES, LTD.

By *Mark Miller*  
President

ATTEST:

*Joyce A. Nichols*  
Secretary

NORWEST BANK OF GRAND JUNCTION-  
DOWNTOWN, N.A.

By *Shad R. [Signature]*

ATTEST:

*Elizabeth Leek*



CITY OF GRAND JUNCTION

By *Shirley Adams*

ATTEST:

*Stephanie Nye*