

JAG365TH

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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | CONTRACT |
| NAME OF CONTRACTOR: | GEORGE L. JAMES, OUITA F. JAMES, AND THOMAS S. GOLDEN |
| SUBJECT/PROJECT: | SEWER CONNECTION FOR FILLING STATION AND TOURIST CAMP AT THE CORNER OF 5 TH STREET AND NORTH AVENUE |
| CITY DEPARTMENT: | UTILITIES AND STREETS |
| YEAR: | 1936 |
| EXPIRATION DATE: | NONE |
| DESTRUCTION DATE: | NONE |

AGREEMENT

This Agreement, made this 17th day of November, 1936, by and between the City of Grand Junction, Colorado, hereinafter referred to as the City, party of the first part, George L. James and Ouita F. James, parties of the second part, and Thomas S. Golden, party of the third part, Witnesseth:

Whereas the second parties own the following real property, adjacent to said City and situate in the County of Mesa, and State of Colorado, to-wit:

Commencing at the SW corner of Sec. 11, Twp. 1 S., R. 1 W., U. M., thence East 1774 feet along the South line of said Sec. 11 (being the center line of the State Highway), thence North 40 feet for a point of beginning, thence North 100 feet, thence East 100 feet, thence South 100 feet, thence West 100 feet to the point of beginning;

Whereas the third party owns the following real property, adjacent to said City and situate in said County, to-wit:

Commencing at the SW corner of Sec. 11, Twp. 1 S., R. 1 W., U. M., thence East 1719 feet along the South line of said Section 11 (being the center line of the State Highway) thence North 40 feet for a place of beginning, thence North 360 feet, thence East 210 feet, thence South 360 feet, thence West 210 feet to the place of beginning; excepting the above described property owned by the second parties;

Whereas, the second parties intend to erect and operate a filling station upon their said property, and the third party intends to erect and operate a tourist camp upon his said property, or to sell or lease his said property to persons who will erect and operate a tourist camp thereon;

Whereas, in order that they may make such intended improvement of the aforesaid properties, the second and third parties desire permission of the City to connect to the City's sewage system at the nearest point available to their above described premises, and to use the same for the service of buildings to be erected thereon, under the terms and conditions, and for the considerations hereinafter specified; and the City is willing to grant permission therefor upon such terms and conditions, and for such considerations;

Therefore, in consideration of the premises and the promises hereinafter contained, it is agreed by and between said parties as follows:

~~The second and third parties, at their expense and under such~~ agreements as they may make between themselves, shall be permitted to extend the sewage system of the City from the nearest available point of connection, to be determined by the City Engineer, to their above described premises, and to connect and use the same for the service of such buildings as they may erect upon such premises, which said sewer line shall be not less than six (6) inches in diameter, and shall be laid, extended and connected under the direction and supervision of the City Engineer, in such manner and at such grade as he may determine; and such connecting sewer line shall remain at all times subject to the inspection, supervision and control of the City Engineer of said City;

That man-holes to provide access to said sewer line shall be constructed at North Avenue, and at the alley where the same shall be connected with the present sewer line at such locations and in such manner as the City Engineer may determine;

That before such connecting sewer line shall be constructed the second and third parties, or one of them, shall obtain permission for the extension and construction of such sewer line from the abutting property owners upon whose property such connecting sewer line shall be constructed;

That ~~the second and third parties~~ shall pay all expenses for the construction and extension of said sewer line, as well as for the repair and maintenance of such connecting sewer line, and shall pay to the City the sum of \$40.00 for the connection of said sewer with each building served thereby, together with a fee of \$2.00 per year for each sewer connection in lieu of taxes thereon;

That the City shall have a lien upon any tract included in the above described real property having a sewer connection or connections for the amount of any unpaid annual fee or fees for such sewer connection or connections, and such lien shall be given priority for the entire amount thereof as of the date of the first delinquency in such fee payments; and that such lien may be enforced and foreclosed in the same manner as is, or shall hereafter be, provided by the laws of this State for the foreclosure of a real estate mortgage; provided that nothing herein contained shall prevent the City from Bringing a personal action against either or both the second or third parties or their successors and assigns for any amounts due hereunder, nor from disconnecting such sewer connecting line upon the breach of the within provisions by either or both the second of third parties;

That the agreements and covenants of the second and third parties contained herein are, and shall be construed as, covenants running with the lands owned by them respectively, and the provisions herein contained shall bind and inure to the benefit of the parties hereto, their successors and assigns.

Signed and delivered on the date first above written.

ATTEST:

Aileen C. Tomlinson
City Clerk.

CITY OF GRAND JUNCTION,

By J. H. Dodson City Manager

Party of the First Part

In the presence of:

W. J. Zimmerman

George L. James

Christa F. James

Parties of the Second Part

Thomas L. Golden

Party of the Third Part