

MCA96DJS

| | |
|---------------------|--------------------------------------|
| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | CONTRACT |
| NAME OF CONTRACTOR: | MESA COUNTY |
| SUBJECT/PROJECT: | DOUG JONES PROPERTY SEWER SERVICE |
| CITY DEPARTMENT: | UTILITIES AND STREETS |
| YEAR: | 1996 |
| EXPIRATION DATE: | NONE |
| DESTRUCTION DATE: | NONE |

AGREEMENT

THIS AGREEMENT is made as of September 4, 1996 by THE CITY OF GRAND JUNCTION, COLORADO (the "City"), a Colorado municipal corporation, and THE COUNTY OF MESA (the "County"), a political subdivision of the State of Colorado.

FOR VALUABLE CONSIDERATION RECEIVED, the City and the County agree:

1. Doug Jones has submitted a development application to the City for a residential development located in the west 30 acres of the NW 1/4, NW 1/4 of Section 29, Township 1 South, Range 1 West of the Ute Meridian. The property is currently within the boundaries of the City and is zoned RSF-4 (Residential Single Family - 4 units per acre). This property is immediately adjacent to, but outside of, the current 201 sewer service area.

2. The property located in the following portions of the SE 1/4 of Section 32 and the SW 1/4 of Section 33 in Township 1 South, Range 1 East of the Ute Meridian, being more particularly described as follows: Lot 1, Block 7 of Burns Subdivision and Lots 9, 10, 11 and 12 of the "Replat of Block 7 except Lot 1, and Lots 8 through 17 of Block 6 of Burns Subdivision" in the SE 1/4 of the SE 1/4 of Section 32, and the SW 1/4 of the SW 1/4 of Section 33 lying south of Colorado State Highway 50 and north of the Orchard Mesa Canal Number 2, has had septic systems fail. This property is located outside of, but near the current 201 service area and within reasonable proximity to an Orchard Mesa Sanitation District collection sewer line. Rather than risk additional septic failures, or force the owners to build a replacement on-site individual sewage system, the County desires this property be connected to the sewer system.

3. The City and County agree that the Persigo Sewer System is capable of serving and should serve both of the above described properties.

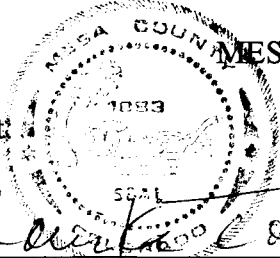
4. The City and County agree that, at an appropriate future time as agreed by them, they will cooperate to take all actions reasonably required to be taken by each or both of them to allow amendment of the boundaries of the Persigo 201 service area to include the above described properties. This action shall include the deletion of an equivalent area(s) that is presently within the Persigo 201 service area but is not expected to be developed at densities which would require sanitary sewer service. The parties acknowledge that actions and approvals of other entities beyond the control of the City and County may be required to complete the process to amend the Persigo 201 boundary.

5. The City and County agree that:

A. the provisions of this Agreement,

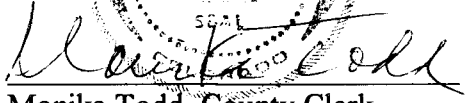
- B. the issue of providing sewer service to either or both of the properties described in this agreement, and
- C. with respect to the properties described in this agreement only, and as between the City and the County, which of them has the right to recommend amendment of the Persigo 201 service area,

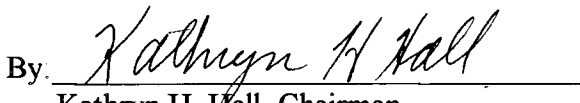
shall be excluded from, and shall not be an issue in, the pending lawsuit between them identified as Case No. 94CV233, Division A, District Court, Mesa County, Colorado.



MESA COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:


Monika Todd, County Clerk

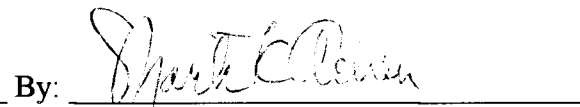
By: 
Kathryn H. Hall, Chairman



Attest:

CITY OF GRAND JUNCTION, COLORADO


Stephanie Nye, City Clerk

By: 
Mark K. Achen, City Manager