

PAN83SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	ROCKY L. PANTUSO AND JOANN PANTUSO
SUBJECT/PROJECT:	SEWER CONNECTION AGREEMENT FOR 2187 AVENAL LANE
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1983
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of November, 1983, by and between the CITY OF GRAND JUNCTION, a municipal corporation and home-rule city of the State of Colorado (CITY), and Rocky L. Pantuso and Joann Pantuso, (CUSTOMERS), joint owners and residents of 2187 Avenal Lane, Grand Junction, CO, 81503.

WHEREAS, the CITY manages and operates the sewer lines in Monument Meadows Subdivision on behalf of Mesa County, Colorado; and

WHEREAS, the CUSTOMERS desire to connect their residence located within the subdivision at the address shown above to the nearest existing sewer collection line; and

WHEREAS, the CITY is willing to allow the connection subject to certain maintenance and financial terms and conditions described below, to which the CUSTOMERS have agreed in principle;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the CITY and CUSTOMERS covenant and agree as follows:

1. The CITY, acting by and through the Director of the Department of Public Works and Utilities, will allow the customer to extend a sewer service collection line along the public right-of-way and into the nearest existing manhole.
2. The CITY waives the applicable minimum 8" sewer line size requirement on the express condition that the CUSTOMERS will assume all responsibility for service line installation and maintenance.
3. The CUSTOMERS agree and covenant that at such time as a new 8" or larger sewer collection line is installed and is located within 400 feet of the boundary of CUSTOMERS' property, situated at Lot 4, Block 1, Monument Meadows Subdivision, County of Mesa, Colorado, as filed in the Mesa County Plat Book 10, Page 25, then the CUSTOMERS shall plug and abandon the sewer service line authorized by this Agreement, or shall remove it from the public right-of-way upon request, and shall re-connect their residential structure at the above address to the new line at their sole cost and expense, subject to design approval and inspection approval by the CITY.
4. CUSTOMERS further agree to participate in the pro-rata cost of construction of the new collection line referred to above, whether installed privately or by means of a sewer improvement district, as determined by the CITY or County.

*Copy to Steve Johnson, Engineering 12-2-83*

5. CUSTOMERS acknowledge that the CITY'S sewer tap fees required prior to service line connection are not waived by this Agreement, except for the Capital Improvement Charge (CIC).

6. This Agreement shall inure to the benefit of, and be binding upon the CITY and the CUSTOMERS, and their grantees, successors in interest, personal representatives, and assigns. This Agreement shall run with the land described above, and shall be specifically enforceable by the CITY, which may instead elect to perform the reconnection work required hereunder. CUSTOMERS agree that they shall be liable for the costs of such work and any other charges identified in paragraphs 3 or 4 above, and that such costs shall constitute a lien against said land until paid or discharged, in favor of the Manager of the City Sewer Operations Fund.

7. The CITY shall record this Agreement with the Mesa County Clerk and Recorder.

In Witness Whereof, the parties to this Agreement have set their hands and seals the day and year first written.

CITY OF GRAND JUNCTION

By: James E. Patterson  
James E. Patterson, Director of Public Works and Utilities

ATTEST:

Rocky L. Pantuso  
City Clerk

CUSTOMERS

Rocky L. Pantuso  
Rocky L. Pantuso

Joann Pantuso  
Joann Pantuso

STATE OF COLORADO )  
COUNTY OF MESA )

The foregoing agreement was acknowledged before me this 28 day of Nov., 1983, by Rocky L. Pantuso and by Joann Pantuso

My Commission expires 3/21/85

Witness my hand and official seal.

James E. Patterson  
Notary Public

