

PWS84SCL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: PWS INVESTMENTS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SEWER  
COLLECTION LINE, SEWER TAP FEES REIMBURSEMENT AGREEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1984

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PWS Investments

AGREEMENT

THIS AGREEMENT, Made and entered into this 30 day of January, 1984, by and between the City of Grand Junction, Colorado of 250 North 5th Street, Grand Junction, Colorado (hereinafter "City") and PWS INVESTMENTS, a Colorado partnership of P.O. Box 2026, Grand Junction, Colorado (hereinafter "PWS").

W I T N E S S E T H:

WHEREAS, the City and PWS entered into an agreement on August 1, 1983, whereby the City would pay PWS certain fees in connection with sewer tap fees paid by applicants for sewer taps in a commercial development owned by PWS, a copy of said agreement being marked Exhibit "A", attached hereto and by reference incorporated herein (hereinafter "Agreement"); and

WHEREAS, PWS has assigned its contract rights under such agreement as security for a note in favor of First Security Savings and Loan Association of Grand Junction, Colorado (hereinafter "Lender") pursuant to a Security Agreement dated January 30, 1984, a copy of which is marked Exhibit "B", attached hereto and by reference incorporated herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The City agrees to make all payments due to PWS under the Agreement payable to PWS and Lender for the period of time for which the debt exists to Lender under the terms of the note secured by the Security Agreement; subject to the provisions contained in paragraph 2 hereof.

2. The City agrees to make all payments under the Agreement directly to Lender upon notification by said Lender in writing of default under the terms and conditions of the secured note to Lender, and to cooperate with PWS and Lender as to Lender's right of inspection of the records of performance and payment under the Agreement.

3. This agreement shall inure to the benefit of and be binding upon each of the parties hereto, and their respective heirs, representatives and legal assigns.

4. Each of the parties hereto agrees to execute such other and further documents as may be, from time to time, necessary to effectuate the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE CITY OF GRAND JUNCTION,  
COLORADO

by Donald J. Ashby

PWS INVESTMENTS, a Colorado  
partnership

by Mr. Roy P. ...  
C. R. ...

EXHIBIT "B"  
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this day of August 1, 1983, by and between the CITY OF GRAND JUNCTION ("City") and COUNTRY GLEN ASSOCIATES, a Colorado joint venture corporation, and PWS INVESTMENTS, a Colorado partnership ("Developers");

W I T N E S S E T H:

WHEREAS, the City has an existing sewer collection line located near the intersection of 25 and F Roads; and ;

WHEREAS, Developers have properties located on the east side of 25 Road between F 1/2 and G Roads; and

WHEREAS, Developers have constructed an extension of the City sewer collection line north along 25 Road to provide sewer collection facilities for Developers' properties, all according to as-built plans submitted to and approved by the City;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is agreed:

1. Following completion of installation of the sewer collection system and upon approval of the completed system by the City, the ownership of said system together with the responsibility for all future maintenance and repair of said system shall become vested in the City.

2. Developers have acquired in the name of the City any easements that may be required for the installation, construction, repair and future maintenance of said sewer collection system.

3. For a period of eight years from August 1, 1983, the City agrees to prohibit new applicants from using the system unless such applicants shall first pay a tap fee to the Developers. The tap fee permitted to be charged by the Developers will be the City's comparable tap fee for the same service at the time the tap is made. The fees will be collected by the City at the time permission is given by the City to tap onto the system, and collections shall be remitted to Developers on a quarterly basis, upon a proration basis between the Developers as they may determine.

4. In addition to the tap fee of the Developers, the City will be permitted to charge the user fees and plant investment fees charged to other users of the system. These fees shall also be required on taps into the system from Developers to serve lands for which this line is being constructed.

5. The extension of said sewer line is being installed by Developers for the primary purposes of servicing their properties and in no event shall the City allow an excess of taps on said system which will restrict the ability of Developers to properly serve their own property, the intent being to give Developers a priority over all other potential users should said sewer line become overburdened.

WITNESS their hands and seals.

CITY OF GRAND JUNCTION

Attest:

Neva B. Lockhart, CMC  
City Clerk

By: James E. Wysocki  
James E. Wysocki, City Manager

COUNTRY GLEN ASSOCIATES

a Colorado ~~corporation~~ - joint venture

Attest:

By: Victorio Housing Partners

By: Steven M. Biagiotti, General Partner  
President JOINT VENTURER

PWS INVESTMENTS,  
a Colorado partnership

M. Ray Painter  
M. Ray Painter

Clifford K. Wanebo  
Clifford K. Wanebo

Kenneth M. Simmons  
Kenneth M. Simmons

Copy to Utilities 3-21-84

March 12, 1984

CITY OF GRAND JUNCTION

Gentlemen:

On August 1, 1983, Country Glen Associates and PWS Investments entered into a Memorandum of Agreement concerning the extension of the City sewer collection line located in 25 Road between F $\frac{1}{2}$  and G Rosds.

After deducting plant investment fees, all remaining portions of tap fees received by the City on this line shall be disbursed and payable as follows:

Country Glen Associates

15.64 % *WJ*

PWS Investments

84.36 % *WJ*

Country Glen Association,  
a Colorado joint venture  
By: Racquet Club Apartments, Ltd.  
By Victorio Realty Group,  
General Partner

By: *[Signature]*  
Stephen M. Biagiotti,  
Executive Vice President

PWS Investments,  
a Colorado partnership

*[Signature]*  
M. Ray Painter

*[Signature]*  
Clifford K. Wanebo

*[Signature]*  
Kenneth M. Simmons

I hereby acknowledge receipt of a copy of the above letter, this 21st  
day of March, 1984.

CITY OF GRAND JUNCTION

By: *[Signature]*