

REE79SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	ROBERT CLAYTON REECE
SUBJECT/PROJECT:	OWNER OF PROPERTY PLATED AS LOTS 2 AND 3, BLOCK 1 OF COUNTRY CLUB PARK SUBDIVISION LOCATED AT THE INTERSECTION OF STATE HIGHWAY NO. 340 AND COUNTRY CLUB PARK DRIVE – CONSTRUCTION OF A SEWAGE COLLECTION LINE TO SERVICE AND CONNECT WITH CITY'S LINE ALONG SAID HIGHWAY 340
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1979
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

477

Final
4-24-79

AGREEMENT

THIS AGREEMENT made and entered into this 24 day of April, 1979, by and between THE CITY OF GRAND JUNCTION, hereinafter referred to as the "CITY", and ROBERT CLAYTON REECE, hereinafter referred to as "REECE".

WITNESSETH:

WHEREAS, REECE owns property platted as Lots 2 and 3, Block 1, COUNTRY CLUB PARK SUBDIVISION, located at the intersection of State Highway No. 340 and COUNTRY CLUB PARK DRIVE; and

WHEREAS, REECE wishes to construct a sewage collection line to serve said property and to join the CITY'S existing sewer line along said Highway; and

WHEREAS, CITY has sewage disposal facilities available to service said area.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. REECE agrees to construct a sewage collection line to service said property, and to connect with CITY'S line along said Highway. Such system shall be constructed in accordance with the engineering standards set forth by CITY and REECE agrees to notify CITY of any construction activities on the sewage collection line not less than 48 hours prior to the commencement of construction.
2. Following construction of the sewage collection line and following inspection by CITY, but prior to any use of the collection line, REECE will furnish CITY complete and accurate set of "as built" drawings on Mylar reproducible-type paper. The "as built" drawings must be certified by a professional engineer registered in the State of Colorado and bear a statement by him that the system has been tested for exfiltration and further exfiltration or infiltration does not exceed 200 gallons per inch of diameter per mile of length per day of time. Following the submittal of the above "as built" drawings and the collection line being inspected and approved by CITY to meet CITY'S standards, REECE and/or successors in interest may proceed to use said collection line, and upon use of said system, the ownership and responsibility thereof will thereupon be deemed transferred to CITY.

3. REECE agrees and consents that he will consent to the annexation by CITY of said property, when CITY desires such annexation, and will, upon request, execute any such requested formal consent. Such obligation shall further be binding upon any successor in interest of said property, or any part thereof, and such annexation consent shall be required of any property owner who wishes to connect to said collection line for the purpose of receiving city sewage service.
4. It is understood that the present CITY fee for sewage service hook-up is a total of \$1,550.00, which includes a \$1,050.00 basic charge, plus a plant investment fee, hereinafter referred to as "TAP FEE" in the amount of \$500.00, or as defined in Chapter 25 of the Grand Junction Code of Ordinances. In addition to the above charges, monthly service charges will be charged by CITY to the users of CITY'S sewer system.
5. CITY shall not be required to reimburse REECE for the cost of the sewage collection line installation by REECE; however, CITY agrees not to allow any person or other entity to connect to said collection line installed by REECE, for a period of five years after completion of said line and the initial use thereof, without first reimbursing REECE the sum of \$750.00 per tap until REECE has been reimbursed to his stipulated cost base of \$1,050.00.
6. In any sale of either of said lots by REECE, the buyer or his successor shall be required to pay said TAP FEE.
7. In the event that REECE does not undertake the actual construction of said sewage collection line within six months from the date hereof, this Agreement may, at the option of either party, be terminated, but assuming the construction is undertaken within the aforementioned period, this Agreement shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the parties have signed the Agreement the day and year first above written.

CITY OF GRAND JUNCTION

ATTEST:

Neva B. Lockhart, CMC
City Clerk

By James E. Wypocki
City Manager

Robert Clayton Reece
Robert Clayton Reece

The foregoing instrument was acknowledged before me this 24 day of April, 1979, by James E. Wypocki, as City Manager of The City of Grand Junction, and by Robert Clayton Reece.

My commission expires June 13, 1979.

Witness my hand and official seal

Theresa J. Martin
Notary Public

A 20 foot wide easement being 10 feet each side of a centerline beginning on the South Line of Lot 13, Block 2, Industrial Acres Subdivision which is 87 feet East of the SW Corner of said Lot 13; thence N 00°00' E 108 feet; thence N 30° 30' 47" W 122.11 feet; thence N 00°00' E 86 feet to a point on the North line of said Lot 13 which is 25 feet East of the NW Corner of said Lot 13; AND ALSO the East 20 feet of Lot 12, Block 1, Industrial Acres Subdivision; AND ALSO a 10 foot wide easement being 10 feet on the North side of the centerline beginning 10 feet North of the NE Corner of said Lot 12; thence West 349.4 feet to a point which is 10 feet North of the North Line of Lot 10 and 67 feet East of the NW Corner of Lot 10, Block 1, Industrial Acres Subdivision.

With respect to the easement granted as to the East 20 feet of Lot 12, Block 1, Industrial Acres Subdivision, Grantors warrant to Grantee free and unlimited access to said easement for the purpose of construction, installation and maintenance.

EXHIBIT "K"