

REE80SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: ROBERT CLAYTON REECE

SUBJECT/PROJECT: OWNER OF PROPERTY PLATTED 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 CONNECTION WITH CITY'S LINE ALONG HIGHWAY 340

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1980

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of August, 1980, 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.
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.
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, and shall inure to the benefit of the heirs, assigns or successors in interest of the parties of this Agreement.

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

ATTEST:

Theresa J. Martinez
Deputy City Clerk

CITY OF GRAND JUNCTION

By

James E. Wysocki
City Manager

Robert Clayton Reece
Robert Clayton Reece

The foregoing instrument was acknowledged before me this 7th
day of ~~July~~ ^{August}, 1980, by James B. Wysocki, as City Manager
of The City of Grand Junction, and by Robert Clayton Reece.

My commission expires Oct 16, 1982

Witness my hand and official seal

Janita A. Chmielewski
Notary Public