

STD87SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	J.R. STUDEBAKER
SUBJECT/PROJECT:	CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM AND DISPOSAL FACILITIES TO SERVE FOUNTAINHEAD SUBDIVISION, EXCEPT LOT 1 OF BLOCK 3
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1987
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

6/87

Copies to Utilities
Ralph Sterry
(City Engineer) } 6-12-87

AGREEMENT

THIS AGREEMENT made and entered into 9th day of JUNE, 1987, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City and J.R. STUDEBAKER, hereinafter referred to as "Developer", WITNESSETH:

WHEREAS, Developer is the owner of property located at the NW corner of 25 Road and G Road in Mesa County Colorado Replat of Fountainhead Subdivision, except Lot 1 Block Three, as recorded in Plat Book 13 Pages 177 through 188 in the office of the Mesa County Clerk and Recorder.

WHEREAS, Developer wishes to construct a sewage collection system, and

WHEREAS, the City has sewage disposal facilities available.

BY MUTUAL COVENANTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

1. Developer agrees to construct a sewage collection system to serve his development and to connect with the City's sewage collection and disposal facilities. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction.

2. Following the construction of the system and its approval by the City, Developer will transfer full ownership and responsibility of the system to the City.

3. Developer shall obtain any required easements in the name of the City for the construction, repair and maintenance of the sewage collection system.

4. Developer agrees that he will provide his power of attorney providing for annexation of the lands to the City when the City desires such annexation. The Power of Attorney will be delivered to the City upon acceptance of the sewage collection system by the City.

4a. If the City determines prior to construction that an increase in line size over 8" in diameter is required the oversizing expenses will be born by the City, not the Developer.

5. City agrees to accept full ownership and responsibility of the sewage collection system following its completion, acceptance, and transfer to the City; such responsibility to include, but not limited to, the maintenance and repair of all lines and installations.

6. City agrees to permit Developer to use the easements obtained by Developer in the name of the City for the purpose of the construction of the system.

7. Developer acknowledges that the contribution which he is making does not include the plant investment fee, inspection fee, and monthly sewer service charges which the City is entitled to charge to the Development or users; such charges shall be only for lots which actually have a City sewer tap which has been installed and is operational.

8. Developer shall be entitled to be reimbursed as follows for the line installation upon determination of the line costs after the line is constructed:

- A. For his capital contribution including engineering and legal fees for the initial construction of the sewer system to a maximum of \$ _____ plus interest on the balance at _____% per annum as set out in 8B.
- B. For a period of 10 years from the transfer of this system to the City, or until the developer is reimbursed as set forth in A above, City agrees to prohibit new applicants from using the system unless such applicants for use first pay Developer for each tap a sum equal to the amount then charged by the City for such tap, not including plant investment fee or any installation charges. Such fee shall be collected by the City and transmitted to the developer quarterly.

9. In the event the Developer does not undertake or complete the construction of the system within 7 years of the date of this agreement, this agreement shall be of no force or effect.

IN WITNESS WHEREOF the parties have set their hands and seals this 9th day of June, 1987.

CITY OF GRAND JUNCTION

By: Shirley Achen

ATTEST:

Meva B. Lockhart CMC
CITY CLERK

J.R. STUDEBAKER

By: J.R. Studebaker

The foregoing instrument was acknowledged before me this 9th day of June, 1987, by J.R. Studebaker.

My commission expires February 28, 1990
Witness my hand and official seal.

Jim Woodmanse