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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: TIDEWATER REALTY, INC.

SUBJECT/PROJECT: CONSTRUCTION OF A SEWAGE COLLECTION LINE TO SERVICE THE PROPERTY DESCRIBED IN EXHIBIT 'A' AND CONNECTION WITH THE CITY'S LINE ON 25 ROAD AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 2, INDUSTRIAL ACRES SUBDIVISION

CITY DEPARTMENT: UTILITIES AND STREETS

YEAR: 1979

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT MADE AND ENTERED INTO THIS 18 day of April, 1979, by and between CITY OF GRAND JUNCTION, hereinafter referred to as the "City", and TIDEWATER REALTY, INC., hereinafter referred to as "Tidewater".

W I T N E S S E T H:

WHEREAS, Tidewater owns property in and adjacent to Industrial Acres Subdivision in Mesa County, Colorado as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein;

WHEREAS, Tidewater wishes to construct a sewage collection line to serve said property and to joint the City's existing line on 25 Road located at the Southeast corner of Lot 13, Block 2, Industrial Acres Subdivision; and

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

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

1. Tidewater agrees to construct a sewage collection line to service the property described in Exhibit "A", and to connect with the City's line on 25 Road at the Southeast corner of Lot 13, Block 2, Industrial Acres Subdivision. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction, and Tidewater agrees to notify the City of any construction activities on the system not less than 48 hours prior to the commencement of construction.

2. Following construction and complete inspection by the City, but prior to any use of the system, Tidewater will furnish to the City a complete and accurate set of "as built" drawings on Mylar reproducible type paper. The "as built" drawings shall 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 line being inspected by the City and found to meet City standards. Tidewater and/or successors in interest may proceed to use said system, and upon use of said system, the ownership and responsibility thereof will thereupon be deemed transferred to the City. Tidewater warrants for a period of one (1) year from date of transfer that any and all failures of the line arising out of or attributable to material failure, trench settlement or deficiency in installation shall be repaired at the sole cost and expense of Tidewater.

3. Tidewater agrees and consents that it will consent to the annexation by the City of the property described in Exhibit "A", when the 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 Tidewater and to such property and any part thereof.

4. It is understood that the present City sewer tap fee is the sum of \$1,550.00 which includes \$1,050.00 as the basic charge, plus a plant investment fee in the amount of \$500.00, or as defined in Chapter 25 of the Grand Junction Code or Ordinances. In addition, it is understood that a monthly service charge is charged by the City of the users of the City sewer system.

5. Upon acceptance of the Tidewater line by the City, Tidewater shall pay the City \$500.00 as and for a plant investment fee for each facility served by the Tidewater line. Further, Tidewater shall pay the City monthly service charges for each user. Such obligation shall be binding upon any successor in interest of Tidewater to such property.

6. The City shall not be required to reimburse Tidewater for the cost of the sewer line installation incurred by Tidewater; however, the City agrees not to allow any additional use of the Tidewater line for a period of five (5) years from the date of transfer until said user who make a tap directly on to the sewer line, has paid Tidewater or its successor the sum of \$900.00. Said payment shall be in addition to any and all tap fees charged by the City. The City shall not be responsible for damages arising out of any limitation to their access to manholes located on Tidewater property.

7. In any sale of all or part of the property described in Exhibit "A" creating additional users of the Tidewater line the buyer shall be required to pay the City sewer tap fee then in effect.

8. In the event that Tidewater does not undertake the actual construction of said sewage line within six (6) months from the date hereof, this Agreement may, at the option of either party, be terminated. In the event construction is undertaken within the aforementioned period, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

CITY OF GRAND JUNCTION

ATTEST:

By James E. Wyszynski  
City Manager

Neva B. Lockhart, CMC  
City Clerk

TIDEWATER REALTY, INC.

By Robert Patton

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 "N"

ADDENDUM TO AGREEMENT

On the 18th day of April, 1979, the City of Grand Junction and Tidewater Realty, Inc. entered into an agreement concerning a sewer line to connect into the City's sewerage system from properties owned by Tidewater in and near Industrial Acres Subdivision in the City. Within that agreement, as Paragraph 6 thereof, it was agreed that Tidewater would receive reimbursement for a period of five years from taps made onto the Tidewater line by others. Because of economic conditions, the five-year period has not proven fair to Tidewater;

IT IS THEREFORE AGREED:

That Paragraph 6 of the Agreement of April 18, 1979, is amended so that the recovery back agreement is extended to the 1st day of January, 1989.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum to Agreement on this 20th day of January, 1989.

CITY OF GRAND JUNCTION

Attest:

Meva B. Lockhart, CMC  
City Clerk

By: James E. Wysocki

WESTERN AIR DRILLING SERVICE CO.

By: Robert C. Milton  
Robert C. Milton, President

# Tidewater Realty

January 10, 1984

Mr. Gerald J. Ashby  
City Attorney  
250 North Fifth Street  
City of Grand Junction, Colorado 81501

Subject: Addendum to Agreement dated April 18, 1979


Dear Mr. Ashby:

We return herewith the original and two copies fully executed of the subject addendum for your files.

Thank you for your cooperation in this matter.

Yours very truly,

TIDEWATER REALTY, INC.

  
Lucia v. Connick  
Property Supervisor

LC:

cc: Mr. James E. Patterson, Jr.  
Utilities Director  
City of Grand Junction  
250 North Fifth Street  
Grand Junction, Colo.



TIDEWATER REALTY, INC.  
1440 Canal Street  
New Orleans, Louisiana 70112  
Telephone: 504-568-1010  
Telex: U.S.A. 58-4216

*A Tidewater Company*