

351478

AGREEMENT BETWEEN SLATE RIVER LEASIS
AND RIVERBEND HOMEOWNERS' ASSOCIATION

This Agreement, entered into this 11th day of
1968, between SLATE RIVER
ESTATES, hereinafter termed "SLATE RIVER", and THE RIVERBEND
HOMEOWNERS' ASSOCIATION, hereinafter termed "RIVERBEND".

WITNESSETH:

WHEREAS, the Parties to this Agreement desire to provide
for sewer service to Slate River Estates, and to provide
adequate sewer flow to the Riverbend Sewer Plant; and,

WHEREAS, the Parties to this Agreement feel it to be to
the mutual benefit of the Parties to provide for mutual use
and maintenance of the Riverbend Sewer Plant and Riverbend
Recreational Area;

NOW, THEREFORE:

In consideration of the mutual covenants and promises
stated herein, the Parties hereby agree and evidence their
agreement as follows:

1. Slate River is hereby authorized to hook its sewer
line on to the Riverbend sewer line and to allow its sewerage
to flow into the Riverbend Sewer Plant for treatment. At
payment therefore, Slate River shall pay herewith \$1,000.00
to be used by Riverbend for updating and completion of work
on said sewer plant.
2. The owners of lots in Slate River will be assessed
their pro rata share of annual sewer plant maintenance costs
on the same basis as the owners of lots in Riverbend subdivision,
per dwelling unit, by Riverbend.
3. Slate River lot owners will be assessed and shall
pay annual fees for maintenance of the Riverbend recreational
area on the same pro rata basis as Riverbend homeowners are
assessed, and shall have full use of that recreational area,
provided that they do not impair the use and enjoyment of
said recreational area by Riverbend homeowners.
4. Slate River shall extend their sewer line to the
sewer line of Riverbend at their own cost.
5. Riverbend grants to Slate River the exclusive right
to allow the owners of Lots 21, 22, 23 and 24, north of
Riverbend in the Davis tract, to hook on to the Slate River
sewer line, and as consideration therefor, said lot owners
shall pay their appropriate share of the cost of that line
prior to hooking on. Connection fees for these lots will be
assessed by Riverbend in accordance with its usual practices.
6. Slate River and Riverbend agree to cooperate in the
proper use and care of the sewer plant and recreational
area in accordance with this Agreement, and to mutually
cooperate with each other for the benefit of both subdivisions
in furtherance of compatible development of the areas which
they represent.

In fulfillment of responsible development of the area and they represent.

52-552-489

7. State River and Riverbend hereby agree to mutually enforce each others' covenants to provide for the compatible development of these two sections.

RIVERBEND HOMEOWNERS' ASSOCIATION

ATTEST: Rodney C. Blake, Director

Douglas Spahn, Jr., Secretary

A F F I D A V I T

STATE OF COLORADO
COUNTY OF GUNNISON

Rodney C. Blake and Douglas Spahn, Jr. being first duly sworn, depose and state, each for himself, that he is a Director of Riverbend Homeowners' Association of Gunnison, Gunnison County, Colorado; that the foregoing Agreement between State River Estates and Riverbend Homeowners' Association was adopted at a meeting of the Directors of Riverbend Homeowners' Association, at which meeting a quorum of the Directors were present and a majority of the elected Directors voted in favor of said Agreement at a special meeting of the Directors of Riverbend Homeowners' Association duly held after notice was given as required by the By-Laws of said Riverbend Homeowners' Association.

We acknowledge receipt of \$2,000.00 referred to above from State River Estates.

Rodney C. Blake, Director

Douglas Spahn, Jr., Director

Subscribed and sworn to before me this 3rd day of March, 1980.

Genevieve D. ...
Notary Public



My commission expires: My Commission Expires Oct. 27, 1981

STATE RIVER ESTATES

By Elton L. Hill

By John W. Lill

"DEVELOPERS"