

BRC79SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	BRACH INC.
SUBJECT/PROJECT:	CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM TO SERVE PIONEER VILLAGE SOUTH SUBDIVISION AND TO CONNECT WITH THE CITY'S SEWAGE COLLECTION AND DISPOSAL FACILITIES
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 ^{17th} ~~Oct~~ ~~16~~ day of Oct., 1979, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and Brach Inc.

W I T N E S S E T H:

WHEREAS, Brach Inc. is the owner and developer of real property in an area southwest of the City, such property being subdivided and known as Pioneer Village South; and

WHEREAS, Brach, Inc. 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. Brach, Inc. agrees to construct a sewage collection system to serve its subdivision 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, Brach, Inc. will transfer full ownership and responsibility of the system to the City.

3. Brach, Inc. shall obtain easements in the name of the City for the construction, repair and maintenance of the sewage collection system.

4. Brach, Inc. having on file with the subdivision application a Power of Attorney for annexation to the City of Grand Junction, has consented to become a portion of that City.

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

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

7. It is agreed that a current plant investment fee and an inspection fee, if any, shall be paid to the City at the time of individual connection to the sewerage system, with monthly service charges to be paid thereafter.

8. In the event Brach, Inc. does not undertake the construction of the system, this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

CITY OF GRAND JUNCTION

By: James E. Wyzanski
City Manager

Attest:

Mona B. Leckhart, CMR
City Clerk

BRACH INC.

By: Louis R. Brach
Louis R. Brach, President

By: Betty M. Brach
Betty M. Brach, Secretary

Attest:
