

EDA75CWI

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED AUGUST 20, 1975 REGARDING THE FINANCING THE CONSTRUCTION OF AN INDUSTRIAL PARK (COLORADO WEST DEVELOPMENT PARK)

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SEP 15 1975

BOOK 1045 PAGE 909

A G R E E M E N T

This Agreement made the 20th day of ~~July~~ ^{August}, 1975, by and between the City of Grand Junction, whose address is City Hall, Grand Junction, Colorado 81501 (hereinafter with its successors and assigns called the "Owner") and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230 (hereinafter with its successors and assigns called "EDA");

WHEREAS, pursuant to application designated as EDA Project No. 05-11-01382, a request was made by Colorado West Improvement, Inc., (hereinafter with its successors and assigns called the "Grantee") for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (P.L. 89-136; 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated December 20, 1973, EDA offered a grant in the amount of \$460,800 to the Grantee to assist in financing the construction of the development of an industrial park, including streets and utilities to which title is in the Owner, (hereinafter called the "Project Facilities") in Grand Junction, Mesa County, Colorado, the location of which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof, all or part of which Project Facilities will be to the use and benefit of the real proeprty described in said Exhibit "A"; and

WHEREAS, on December 24, 1973, the Grantee accepted the Offer of Grant subject to the "Standard Terms and Conditions" incorporated therein by reference; and

WHEREAS, on October 9, 1974, the amount of the Grant was increased to \$510,800; and

WHEREAS, pursuant to the aforesaid "Standard Terms and Conditions" and by virtue of its acceptance of the Offer of Grant, the Grantee covenanted and agreed that it, or a successor satisfactory to EDA, will retain title to the Project Facilities for their useful life and that the Project Facilities will be devoted to public purposes; and

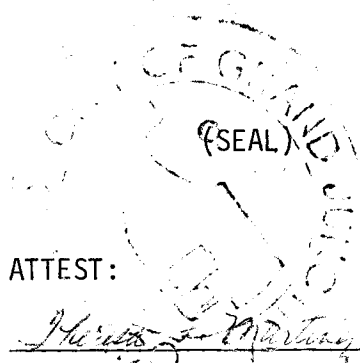
WHEREAS, it is desirable that the covenant of the Owner be recorded in the appropriate public records affecting real property in Mesa County, Colorado, and thereby constitute notice to all persons of restrictions on title to and use of the Project Facilities title to which is in the Owner;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and to assure that the benefits of the Project Facilities will accrue to the public as intended, the Owner hereby covenants and agrees as follows:

1. That, for the term specified in 2, below, the Owner will retain its title to the Project Facilities and its title to the real property upon which said Project Facilities are located, which real property is described in Exhibit "A" attached hereto, and made a part hereof;
2. That the term for which the Grantee agrees to retain its title to the Project Facilities and its title to the real property upon which the Project Facilities are located shall be for the useful life of the Project Facilities;
3. That during the term specified in 2, above, the Project Facilities will be held for and be devoted to public purposes only, will not be used for other than the public purpose for which such Project Facilities were financed by EDA, and will provide services without discrimination to all persons without regard to their race, color, religion, sex, or national origin, which covenant is hereby made a matter of public record; and
4. That the covenants and restrictions herein contained shall be real covenants and shall run with the land described in Exhibit "A" hereto; provided, however, that the Owner may, at its sole option, terminate the aforesaid covenants and restrictions at any time after the

expiration of the term set forth in 2, above; provided further, however, that prior to the expiration of said term the covenants and restrictions may be terminated only with the prior written consent of EDA.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand as of the day and year first above written by its duly authorized officer.



ATTEST:

Marissa Martinez
Title: Deputy City Clerk

City of Grand Junction
Owner

By: Lawrence L. Bozich
Title: Mayor

WITNESS:

STATE OF COLORADO
COUNTY OF MESA

On this 3 day of September, 1975, before me a Notary Public, personally appeared Lawrence L. Bozich, Mayor, City of Grand Junction, Mesa County, Colorado, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

GIVEN UNDER MY HAND AND SEAL this 3 day of September, 1975.



Lawrence B. L. P.
Notary Public in and for the City of Grand Junction, Mesa County, Colorado

My Commission Expires July 14, 1978

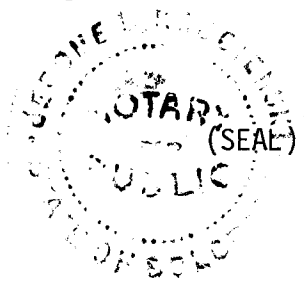
ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA

By: Craig M. Smith
Regional Director

STATE OF COLORADO
COUNTY OF DENVER

On this 15th day of July, 1975, before me, a Notary Public, personally appeared Craig M. Smith, Regional Director, Rocky Mountain Regional Office, Economic Development Administration, United States of America, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

GIVEN UNDER MY HAND AND SEAL this 15th day of July, 1975.



[Signature]
Notary Public in and for the City and County of Denver, Colorado

My Commission Expires July 30, 1977

EXHIBIT "A"

The streets and sewer lines and water lines therein within the following described real property located in the County of Mesa and State of Colorado, to-wit:

Colorado West Development Park, according to the Plat recorded June 17, 1974, in Plat Book 11 at Page 108 of the records of the Clerk and Recorder of Mesa County, Colorado, EXCEPT the following tracts of land as described in the following documents:

<u>Book</u>	<u>Page</u>
991	105
991	107
1025	299
1027	513
1024	79
1028	752

AND

South Half of the North Half of the Southwest Quarter of the Northwest Quarter (S 1/2 N 1/2 SW 1/4 NW 1/4), and North Half of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (N 1/2 SW 1/4 SW 1/4 NW 1/4) of Section 24, Township 1 South, Range 1 West of the Ute Meridian.