

HTH75SWR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: HEATHERIDGE ESTATES SUBDIVISION "HEATHERIDGE"
BY CHARLIE BARONE AND NORMAN D. JONES

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED DECEMBER
3, 1975 REGARDING CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM TO SERVE
HEATHERIDGE ESTATES SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT made and entered into this 3 day of December, 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and the HEATHERIDGE ESTATES SUBDIVISION, hereinafter referred to as "Heatheridge",

W I T N E S S E T H:

WHEREAS, Heatheridge is an unincorporated association consisting of property owners located in an area West of the City of Grand Junction; and

WHEREAS, Heatheridge 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. Heatheridge 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, Heatheridge will transfer full ownership and responsibility of the system to the City.

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

4. Heatheridge 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 Heatheridge to use the easements obtained by Heatheridge 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 Heatheridge 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

Attest:

Leta B. Lockhart
City Clerk

By: *James M. Rose*

HEATHERIDGE ESTATES SUBDIVISION

By: *Charles Barone*

By: *Norman H. Jones*