

NIC75SWR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	DALE E. NICKERSON AND LOIS D. NICKERSON
SUBJECT/PROJECT:	AGREEMENT DATED AUGUST 18, 1975 REGARDING WESTERN HILLS MOBILE PARK SEWAGE COLLECTION SYSTEM IN AN AREA SOUTHEAST OF THE CITY
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1975
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 18th day of Aug. 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and Dale E. Nickerson and Lois D. Nickerson, hereinafter referred to as Western Hills Mobile Park; WIRNESSETH:

WHEREAS, Western Hills Mobile Park owns real property and place of business located in an area southeast of the City of Grand Junction; and

WHEREAS, the City has sewage treatment facilities available;
BY MUTUAL COVENANTS HEREIN CONTAINED, It IS AGREED AS FOLLOWS;

1. Western Hills Mobile Park agrees to construct a sewage collection system to serve the Western Hills Mobile Park place of business 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 and the State of Colorado Health Department.

2. Following the construction of the system and its approval by the City, Western Hills Mobile Park will transfer full ownership and responsibility of the system from the point of connection to the existing city system to the City. The point of connection being manhole number three (MH3) as shown on the construction drawing for the proposed sewer line.

3. Western Hills Mobile Park shall obtain an easement or permit in the name of the City for the construction, repair and maintenance of the sewage collection system from the State Highway Department and property owners which the proposed collection system crosses.

4. Western Hills Mobile Park agrees to assign power of attorney for annexation to the City. In addition, a power of attorney shall be obtained by the City from each additional property owner for each additional sewer tap that is requested by any person desiring to tap into the said collection system.

5. City agrees to accept full ownership and responsibility for the operation and maintenance for the sewage collection system following its completion and transfer to the City.

6. City agrees to permit Western Hills Mobile Park to use the easements or permits obtained by Western Hills Mobile Park for the purpose of the construction of the system.

7. Western Hills Mobile Park agrees, in addition to the construction and transfer of the collection system, to pay to the City the plant investment fee, inspection fee and monthly service charge for each service connection which the City charges for such service.

8. Design, engineering, inspection and certificate required by the City to be paid to Armstrong Engineering by Western Hills Mobile Park.

9. In the event Western Hills Mobile Park does not undertake the construction of the system, this agreement shall be of no force of effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 18th day of August, 1975.

CITY OF GRAND JUNCTION

By Harvey W. Rose

Dale E. Nickerson
Dale E. Nickerson

Lois D. Nickerson
Lois D. Nickerson

ATTEST:

Theresa E. Martinez
Deputy city clerk