

SHE49GRS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: WANDA LEE SHEWEY

STREET ADDRESS/PARCEL NAME/SUBDIVISION: AGREEMENT TO USE GAS FROM PIPE LINE
FROM SEWAGE DISPOSAL PLANT - BLOCK 7, GRAND RIVER SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1949

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into on this 9th day of September, 1949, by and between the City of Grand Junction, Colorado, first party, and Wanda Lee Shewey, second party, WITNESSETH:

THAT WHEREAS, the second party has heretofore on February 17, 1949, granted to the first party an easement for the construction and maintenance of a gas pipe line across that part of Block 7 of Grand River Subdivision lying West of Lot 31 thereof;

AND WHEREAS, the second party desires to connect onto the said pipe line and to use sewer gas therefrom in her dwelling located on the said described premises;

NOW, THEREFORE, in consideration of these presents and the mutual agreements contained herein, the parties hereto agree as follows:

The first party agrees to permit the second party to make a connection on the City line and to use sewer gas therefrom in the second party's dwelling located on the said described premises;

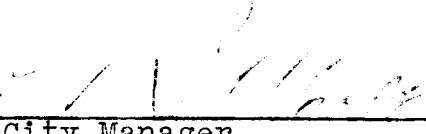
The second party agrees to pay to the first party, so long as gas is used from the said line the sum of Five Dollars per month on the first day of each month hereafter, for the gas used by the second party;

IT IS MUTUALLY UNDERSTOOD AND AGREED that the first party does not guarantee a firm supply of gas and that the gas furnished to the second party shall be furnished only so long as the City does not need the said sewer gas for other purposes;

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the second party shall furnish her own gas line, pressure gauge, and any other equipment which is necessary for the second party to safely use the sewer gas, and the second party does hereby release the first party from any and all claims and damages which might occur hereafter as a result of the use of such gas or the installation of the said gas line and the second party does hereby agree to indemnify and hold the said City harmless from any and all claims of whatsoever kind and nature which may arise out of the construction and maintenance of the said pipe line and the use of the said sewer gas.

IN WITNESS WHEREOF the parties have hereunto subscribed their names on the day and year first above written.

CITY OF GRAND JUNCTION

By 
City Manager,
First Party

Wanda Shewey
Second Party