

WST76SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	WESTGATE PARK, A COMMERCIAL DEVELOPMENT
SUBJECT/PROJECT:	CONSTRUCT A SEWAGE COLLECTION SYSTEM AND CONNECT WITH THE CITY'S SEWAGE COLLECTION AND DISPOSAL FACILITIES
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1976
EXPIRATION:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

July

THIS AGREEMENT made and entered into this ~~June~~ 7 day of ~~June~~, 1976, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and WESTGATE PARK, A COMMERCIAL DEVELOPMENT, hereinafter referred to as "Westgate Park".

W I T N E S S E T H:

WHEREAS, Westgate Park is the owner and developer of property located in an area north of the City of Grand Junction; and

WHEREAS, Westgate Park 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. Westgate Park agrees to construct a sewage collection system to serve it's property consisting of approximately five (5) acres 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, Westgate Park will thereupon be deemed to have transferred full ownership and responsibility of the system to the City, at which time complete ownership and responsibility shall thereafter be that of the City.

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

4. Westgate Park agrees that it will consent to annexation of the property served ~~by the system~~ by the system by the City when the City desires such annexation. No service shall be provided until and unless a Power of Attorney has been executed by the appropriate parties to designate the City Clerk as attorney-in-fact to petition the City for the annexation of the property at such time as the City may determine.

5. The City agrees to permit Westgate Park to use the easements obtained by the Association in the name of the City for the purpose of the construction of the system.

6. Westgate Park acknowledges that the contribution which he is making by constructing the system does not permit the waiver of the plant investment fee, inspection fee and monthly service charges which the City is entitled to charge to him, which sums shall be paid in addition to such contribution.

7. It is expressly understood that Westgate Park is independent of the City except as is specifically provided otherwise herein, and that Westgate Park shall save and hold harmless the City from any claims or demands arising out of its operations hereunder in the construction of the system.

8. In the event Westgate Park does not undertake the construction of the sytem within two (2) years of the date of this Agreement, this Agreement shall be of no force and effect.

IN WITNESS WHEREOF the parties have set their hands and seals this 7 day of July, 1976.

CITY OF GRAND JUNCTION

BY: James E. Wyzanski
(City Manager)

Neva B. Lockhart
(City Clerk)

WESTGATE PARK

William F. ...
Allen Bolger