



# SIDEWALK PARTICIPATION AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BLANDING CITY, hereinafter referred to as the "City", and \_\_\_\_\_, a private property owner, hereinafter referred to as "Owner".

## WITNESSETH

WHEREAS, the parties acknowledge and agree that it is in the best interest of all concerned to improve the streets and highways of the City by providing, constructing and installing curbs, gutters and sidewalks in the City and

WHEREAS, the Owner owns certian real property located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and more particularly described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Blanding, Utah; and

WHEREAS, this agreement is contingent on the existence of curb and sidewalk adjacent to OWNER'S property, or in the participation of all property owners on a given block, and by entering into written agreement to complete concrete improvements fronting their respective property in the form of curb and/or sidewalk prior to City participation; and

WHEREAS, this agreement is contingent on all needed main line utilities being installed in the road right-of-way fronting the Owner's property in accordance City specifications before City participation; and

WHEREAS, this agreement is contingent upon the Owner's property being located along an existing accepted paved city road right-of-way or with the approval of City Council when the Owner's property is located along an accepted City road right-of-way that is not paved. In either case Owner's property must be located along an accepted City road right-of-way.

WHEREAS, the Owner(s) agree to accept a prorated share of the cost to install concrete improvements at any block corners involved in the project; and

WHEREAS, the Owner(s) agree to be responsible for all the work and labor, supplies and equipment to fine grade, compact, form finish, protect, cure, safely barricade, and clean up.

Now therefore the City agrees to provide the following based on the conditions outlined herein:

1. Project design includes grades and elevations
2. Supply ready mix concrete
3. Complete Required Inspections
4. Call in a Blue Stake for City responsibilities
5. Excavation and rough grading
6. Back filling

It is agreed that City's participation will be scheduled through the City office and is subject to City time constraints, priorities, and other already scheduled projects. Scheduled timing will be at the sole discretion of the City.

It is agreed and understood that participation is contingent upon budgeted amounts set aside for this program by the City Council each year. Participation will be funded for the project on a first come first served basis based on when the concrete is ordered for the project and not when this participation agreement is signed. Owner or Owner's contractor must call the City and have the concrete participation order approved in advance to qualify for City participation and to ensure that sufficient program funding remains for the project,

It is agreed and understood that the City will only participate up to 210 linear feet of property frontage per lot in any given year.

It is agreed and understood that the City will not participate in more than 30 linear feet of drive approach per lot.

The parties further agree that this agreement shall ensure and accrue to any and all assigns and successors in the interest of the parties hereto.

Contractor shall obtain City inspection approval from the General Service Director or City Engineer before ordering concrete. Inspector will look at horizontal and vertical alignment, compaction and other features.

In the event of default in the performance of any provision or covenant herein, the defaulting party agrees to pay all cost of enforcing this Agreement or any right arising out of the breach thereof, including a reasonable attorney's fee.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
City Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### CONTRACTOR'S ACKNOWLEDGMENT

\_\_\_\_\_  
Licensed Contractor Name

Contractor Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Telephone: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_