

DRG98MAI

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (RIGHT-OF-WAY)

NAME OF AGENCY OR CONTRACTOR: DENVER AND RIO GRANDE RAILROAD COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MAIN STREET RIGHT-OF-WAY
WHERE MAIN STREET CROSSES RAILROAD TRACKS

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1898

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



THIS AGREEMENT, made this Oct. 20th, A. D. 1898, by and between THE DENVER AND RIO GRANDE RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, hereinafter called "The Railroad Company", party of the first part, and the CITY OF GRAND JUNCTION, a municipal corporation, of the County of Mesa, State of Colorado, hereinafter called "the City", party of the second part, WITNESSETH:

THAT WHEREAS, the City has represented to the Railroad Company that it would be a great convenience to it, the said City, and to the citizens of Grand Junction and to the public generally, if the Railroad Company should allow a crossing of its tracks and right of way to be opened and maintained at the point where Main Street in Grand Junction would cross the said tracks and right of way, if extended; and

WHEREAS, the Railroad Company is willing to allow such crossing, provided such allowance be not taken in any way as a grant or dedication of a crossing at the point, but merely as an easement granted upon the terms and conditions hereinafter set forth, by the said City to be kept and observed.

NOW THEREFORE, in consideration of the premises, the said Railroad Company doth hereby grant unto the said City the right to use, for street purposes, that portion of the lands and right of way of the Railroad Company lying within the produced lines or sides of Main Street in Grand Junction, in the County of Mesa aforesaid, not exceeding a width of 100 feet:

TO HAVE AND TO HOLD the same to the said the City of Grand Junction, and its successors, upon the following terms and conditions:

1st. The City shall put in, and at all times maintain

and keep in repair, suitable plank crossings, of any track or tracks of the Railroad Company that may be, at the time, in use over the crossing, and in all respect keep said crossing in proper condition for public travel, at its own expense.

2nd. The said City shall also bear any expense that may hereafter become necessary in the erection and maintenance of gates, or maintenance of gatemen or flagmen, if at any time it shall determine that such gates, gatemen or flagmen need to be maintained at the crossing.

3rd. This agreement shall not in any way be held to impair the right of the Railroad Company to construct, maintain or use any additional tracks to those now existing at the point, and such additional tracks shall be treated, for the purpose of this agreement, as if existing at the date hereof.

4th. Any failure on the part of the City to keep or observe any of the terms and conditions herein set forth on its part to be kept or observed shall authorize the Railroad Company to declare the rights herein granted forfeited; and in such case all the rights herein granted shall cease and determine within thirty days after written notice by the Railroad Company of its intention to declare the same forfeited.

5th. This agreement shall enure to the benefit of, and be binding upon, the successors and assigns of the said Railroad Company and the successors of said City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate, the day and year first above written.

THE DENVER & RIO GRANDE RAILROAD COMPANY,

BY E. T. Jeffery
President

Attest:
John B. Andrews,
Assistant Secretary.
(Seal)

THE CITY OF GRAND JUNCTION
By W. P. Ela,
Mayor. (One Dollar Stamp)

Attest: M. O. Delaplain,
(City Seal) Town Clerk.

State of Colorado)
)ss.
County of Mesa)

On this 20 day of October, 1898, before me, J. H. Ramey, a notary public within and for the County aforesaid, personally appeared W. P. Ela and M. O. Delaplain, personally known to me and known to me to be the Mayor and City Clerk of the City of Grand Junction aforesaid, and to be the persons who executed the foregoing instrument, on the part of the said City, and acknowledged that they executed the same, as their free and voluntary act and deed, and as the free and voluntary act and deed of the said City, for the uses and purposes therein set forth.

My commission expires Feb. 25", 1899.

J. H. Ramey,
notary Public.

(Seal)
(Ten Cent Stamp)

State of Colorado)
)ss.
County of Arapahoe)

On this 31st day of October, A. D. 1898, before me, James Correy, a notary Public within and for the county and state aforesaid, personally appeared Edward T. Jeffery, to me personally known and known to me to be the President of The Denver and Rio Grande Railroad Company, one of the parties to the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed, and as the free act and deed of The Denver and Rio Grande Railroad Company, for the uses and purposes therein set forth.

My commission expires May 5th, 1901.

James Correy,
Notary Public.

(Notary Seal)
(Ten Cent Stamp)
(City Seal)

County Recorder's No. 28274

State of Colorado)
)ss
Mesa County)

This instrument was filed for record on the 7th day of
November, A. D. 1898, at 8:00 o'clock A. M., and duly recorded
in Book 64 at page 8.

Henry Nichols,

County Recorder

