

COL83BDG

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

PURPOSE: INSTALLATION AND MAINTENANCE OF A  
CULVERT BRIDGE UNDER CIDER MILL ROAD TO ALLOW ACCESS TO  
COLONY PARK SUBDIVISION

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION  
COMPANY AND COLONY PARK VENTURE PARTNERS, A JOINT VENTURE  
COMPRISED OF TED L. STAUGHAN, ROBERT I. BAUGHMAN AND DENNIS  
H. BARBOUR

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of February, 1983, by and between the GRAND VALLEY IRRIGATION COMPANY, a Colorado non-profit mutual irrigation corporation, hereinafter known as "Company", and the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter known as "City", and COLONY PARK VENTURE PARTNERS, a joint venture comprised of Ted L. Straughan, Robert I. Baughman and Dennis H. Barbour, hereinafter known as "Partners".

WHEREAS, the Partners desires to construct a culvert bridge within portions of the Independent Ranchmens Feeder Ditch owned and operated by the Company, to wit:

A Culvert bridge to be installed under Cider Mill Road, the center-line of intersection of F Road and Cider Mill Road being S 89°58'25" E 1012.95 feet from the Northwest corner of the NE¼ of Section 10, Township 1 South, range 1 East of U. M.; 80 lineal feet of 102" CSP, bituminous coated, with mitered ends. Rip rap both ends of 102" pipe and provide rip rap on bottom and sides of ditch for a distance of 20.0 feet downstream of pipe end.

WHEREAS, said culvert bridge is being constructed for the purpose of allowing access to Colony Park Subdivision.

NOW, THEREFORE, in consideration of the mutual promises set forth below the parties agree as follows:

1. The Company hereby agrees that the Partners, at the Partners expense, may construct said bridge over the property described subject to the following
  - A. Prior to construction the Partners shall prepare and furnish to the Company plans and specifications of the culvert bridge showing their location, design, elevation, materials and construction. The Company shall have the right to approve these plans as to their safety and effect on the Company's use and maintenance of the Independent Ranchmen's Ditch.
  - B. The bridge shall not hinder or interfere with the operation and maintenance of the Independent Ranchmen's Ditch by the Company including, without limitation, the flow of water therein and the ability of the Company to inspect, clean, slope, repair and maintain the ditch and ditch banks, or anything pertaining to the ditch.
  - C. The Partners shall construct said bridge and deliver it to the City.
  - D. The City shall operate, maintain and repair said bridge.
  - E. The City shall indemnify and hold the Company harmless from any and all damages arising from or in connection with the operation, maintenance and repair of said culvert bridge including bodily injury, death or property damage, said indemnity to include the Company's court costs and attorney's fees in investigating, or defending any claims, suits, or demands of any type whatsoever asserted against the Company or its employees.
  - F. Nothing contained herein shall be construed to prevent the Company from performing any maintenance work on or within its ditch or ditch banks which the Company may at its sole discretion deem proper and desirable, using reasonable care.
  - G. The City agrees to correct any erosion, which in the future, is caused by the operation, maintenance and repair of said bridge or realignment of said canal channel.

This agreement shall inure to the benefit of and be binding upon the parties' legal successors, representatives and assigns.

Dated the year and date first above written.

GRAND VALLEY IRRIGATION COMPANY,  
a Colorado non-profit mutual  
irrigation corporation.

ATTEST:

Shirley G. Stocker  
Shirley G. Stocker,  
Secretary

BY Richard K. Fry  
Richard K. Fry, President

ATTEST:

Neva B. Lockhart, CMC  
Neva Lockhart, City Clerk

CITY OF GRAND JUNCTION, a  
municipal corporation

BY James E. Wysocki  
James E. Wysocki, City Manager

COLONY PARK VENTURE PARTNERS,  
a Colorado Joint Venture Partnership

Ted L. Straughan  
Ted L. Straughan

Robert I. Baughman  
Robert I. Baughman

Dennis H. Barbour  
Dennis H. Barbour

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing document was acknowledged before me on the 3rd day of March, 1982, by Richard K. Fry, as President, and Shirley G. Stocker, as Secretary, of the Grand Valley Irrigation Company, a Colorado non-profit mutual irrigation corporation.

My commission expires: 2/24/85.

Witness my hand and official seal.

Phil Butland  
Notary Public

688-26 Rd Grand Jct Colo  
Address 81501

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on the 8 day of February, 1982, by James E. Wysocki, as City Manager, and Neva Lockhart, as City Clerk, of the City of Grand Junction, a municipal corporation.

My commission expires: June 13, 1983.

Witness my hand and official seal.

Theresa E. Martinez  
Notary Public

2517 5th St. Grand Jct CO 81501  
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me on the 3rd day of February, 1982, by Ted L. Straughan, Robert I. Baughman and Dennis H. Barbour, as partners, of COLONY PARK VENTURE PARTNERS, a Colorado Joint Venture Partnership.

My commission expires: October 24, 1983.

Witness my hand and official seal.

Cheryl J. Wilcox  
Notary Public

353 Pitkin Avenue  
Address