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TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT (INDEMNIFICATION AGREEMENT)
NAME OF CONTRACTOR:	JOHN DAVIS – VALLEY MEADOWS EAST HOMEOWNERS ASSOCIATION, INC.
SUBJECT/PROJECT:	USE AND PLACEMENT OF DRAINAGE IN AND PERTAINING TO THE VALLEY MEADOWS EAST SUBDIVISION
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1996
EXPIRATION DATE:	NONE – UNLESS REVOKED
DESTRUCTION DATE:	NONE

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into this 9th day of September, 1996, by and between JOHN DAVIS ("Developer"), VALLEY MEADOWS EAST HOMEOWNERS ASSOCIATION, INC., a Colorado non-for-profit property owners corporation ("Association"), collectively hereinafter referred to as "Indemnitors" and the CITY OF GRAND JUNCTION COLORADO, hereinafter referred to as the "City."

This Agreement specifies terms, conditions, responsibilities and duties of the Indemnitors to and in their indemnifying and holding harmless of the City, pertaining to the development, use and placement of drainage in and pertaining to the Valley Meadows East subdivision.

RECITALS

A. The Indemnitors have designed and developed Valley Meadows East subdivision which subdivision was designed and developed such that surface water from the subdivision is discharged into the Grand Valley Irrigation Canal ("GVIC").

B. The GVIC has agreed to accept the surface water from the Property into its canal and irrigation system from the point of discharge on the subdivision.

C. The subdivision does not have surface and storm water detention or retention drainage facilities constructed to City standards.

D. As a condition of approval of the subdivision indemnification of the City was to be provided and the Indemnitors by and through this Agreement have provided appropriate indemnification.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, the obligations, benefits, duties and promises, the Indemnitors agree as follows:

1. Valley Meadows East subdivision was designed and approved for development with the condition of approval that surface and storm water drainage be provided. Rather than constructing surface and storm water detention or retention facilities the drainage is piped to the GVIC.

2. The proposed storm and surface water drainage design and construction is not in compliance with the design and engineering standards adopted and in effect in the City of Grand Junction at the time of development of the subdivision.

3. Due to the historic drainage of the property prior to development to the GVIC and the proximity of the GVIC to the subdivision, at the request of the Developer the subdivision was approved by the City without the construction of detention or retention facilities.

4. By virtue of the deviation from established standards, the Indemnitors hereby agree to indemnify and hold harmless the City of Grand Junction and its officers, agents and employees from and against any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising from bodily injury, loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the design construction, use or failure of the drainage system and/or drainage conveyance described herein.

5. The Indemnitors agree to indemnify, defend and hold the City of Grand Junction, its officers and employees, harmless from any and all loss, liability, claim or damages arising from or in any way related to the approval of the subdivision and/or development plan(s) of and for the Valley Meadows East subdivision. Such indemnity shall specifically include but not necessarily be limited to all of the City's losses, damages, costs, expenses, expert witness fees and attorney fees paid, incurred or resulting from or arising out of claims or demands made as a result of drainage related damage, including but not limited to flooding and any and all other drainage and surface water discharge problems, to homes, structures or improvements or the value thereof. The Indemnitors shall indemnify and hold harmless the City of Grand Junction, its officers and employees, from any and all loss, liability, claims, damages, fines or penalties asserted, assessed or imposed by any Federal, State or local agency concerning a discharge or approval of the subdivision and/or development of the Property with the drainage and discharge of surface water proposed, contemplated or performed by the Indemnitors. The indemnities provided for in this paragraph shall be joint and several among and between the Developer and the Association.

6. The indemnification provided for herein shall include but not necessarily be limited to, property damage and/or personal injury occasioned by floods, backups, soil subsidence, collapse, or any and all other failure of the drainage, drainage system, conveyance, structures and all appurtenances.


7. The Indemnitors shall bear all costs and expenses of the indemnification provided for herein including but not necessarily limited to, court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent. The Indemnitors may retain legal counsel of their choosing so long as any such counsel retained to defend the Indemnitors and/or the City is licensed by and in good standing with the Colorado Supreme Court and is competent and experienced in defending claims, suits, actions or proceedings arising from bodily injury, loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the design, construction, use or failure of the drainage system and/or drainage conveyance referred to herein.

8. This Agreement shall terminate upon the construction of a detention/retention facility in Valley Meadows East subdivision which facility meets the drainage requirements of the City.

9. This Agreement shall be recorded with the Clerk and Recorder in Mesa County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. The persons signing this Agreement, whether as individuals or in a representative capacity, represent and otherwise shall have authority and be authorized to sign the Agreement and bind themselves or the entity on whose behalf they sign. This Agreement shall be perpetual and shall not be terminated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

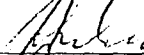
"DEVELOPER"



John Davis


"ASSOCIATION"

VALLEY MEADOWS EAST HOMEOWNERS ASSOCIATION, INC., a Colorado non-for-profit property owners corporation

By: 
Title: President of Valley Meadows East HOA

"CITY"

CITY OF GRAND JUNCTION COLORADO

By: 
Title: City Manager