

GJD05DPA

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	THE GRAND JUNCTION DRAINAGE DISTRICT
SUBJECT/PROJECT:	OPERATE AND MAINTAINS A DRAINAGE FACILITY KNOWN AS THE IDI DRAIN FROM D ROAD AND PROCEEDS SOUTH WITHIN 15 <sup>TH</sup> STREET TO THE COLORADO RIVER
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

DRAINAGE PROJECT AGREEMENT

The parties to this Agreement are the City of Grand Junction ("City") and the Grand Junction Drainage District ("GJDD" or "District") This Agreement is effective as of APRIL 12, 2005.

Recitals.

- A. The City and the GJDD have owned and operated drainage systems in Grand Junction since the 1950's. Through a series of pipeline and open ditches the City and the District have improved the quality of life for both urban and rural citizens.
- B. In 2002, the City began a comprehensive project to eliminate combined flow (stormwater and sewage) in the sanitary sewer system within Downtown Grand Junction. That project known as CSEP (Combined Sewer Elimination Project) has steadily progressed toward completion.
- C. The District operates and maintains a drainage facility known as the IDI drain. The IDI begins at D Road and proceeds South within 15<sup>th</sup> Street (15<sup>th</sup> Street alignment) to the Colorado River, all as more particularly described in **Exhibits A and B**.
- D. Because of the opportunities of scale of the CSEP and in order to further the historic, cooperative relationship between the City and the District, the District has offered and the City has accepted the transfer of the IDI Drain from the District to the City.
- E. There are inherent efficiencies to gathering, transporting and discharging stormwater in and via a common system. The City and the District benefit from such efficiencies.
- F. Under the terms of this Agreement, the City is willing to accept the District's transfer of the IDI Drain including the District's easements and improvements in the Drain.

NOW THEREFORE, the parties agree and acknowledge as follows:

1. Definitions.

- a. "Drain" or "IDI Drain" means all pipes and other facilities of the District, if any, necessary to operate, maintain and own the stormwater collection, distribution and outfall of the specific facilities conveyed to the City.
- b. "Closing" means the date agreed upon by the parties for delivery of deed and bill(s) of sale to the City, and contemporaneous transfer of ownership of the Drain from the District to the City.

2. Duties and Obligations of the District.

- a. The District shall at Closing provide a bill(s) of sale for all of the District's right, title and interest, subject to no encumbrances or liens or title defects (unless the City agrees otherwise in writing), to the Drain.
- b. The District shall at Closing convey, assign, and transfer to the City, by quit claim deed subject to no encumbrances or liens or title defects (unless the City agrees otherwise in writing), all of the District's right of way and all easements of record, by necessity and by prescription.
- c. The District shall at Closing transfer and assign to the City all licenses, permits and similar evidence of permission for operating, owning and maintaining the Drain from Mesa County or other entities; however, as of the time of execution hereof, the District is not aware that it has any.
- d. The terms of this Agreement are not effective and this Agreement is not binding unless closing occurs as provided herein.
- e. So that the City shall receive all of the District's rights necessary to operate the Drain, the District shall convey its Quit Claim Deed and Bill(s) of Sale conveying the Drain free and clear of, unless the City accepts otherwise in writing:
  - i. all indebtedness, liens and encumbrances and all taxes, including general property taxes for the year of closing;
  - ii. all liens for special improvements whether assessed or not;

- iii. all claims for salaries, compensation, benefits, worker's compensation benefits or awards due by District officers, employees, or contractors for or relating to work or employment, including efforts of independent contractors;
  - iv. any contractor's, mechanic's or materialmen's claims relating to the Drain;
  - v. any covenants, agreements, restrictions or reversionary provisions not accepted by the City listed as exceptions in the Title Documents as set forth herein.
3. Duties and Obligations of the City.
- a. From and after closing the City shall thereafter in accordance with the City's stormwater ordinances, policies and regulations provide stormwater conveyance by, with and through the Drain.
  - b. The City agrees to operate the Drain in a manner substantially equivalent to that done before Closing.
  - c. Incidental beneficiaries of this agreement, by receiving stormwater services, shall be bound by the terms established by the City not those of the District.
4. Description of Easements and ROW.  
See Exhibits A and B which are attached hereto and incorporated by this reference as if fully set forth.
5. No assumption of liabilities.  
The City is not purchasing or assuming any liabilities, debts or obligations of the District.
6. Pollutants.  
The District, by executing and authorizing this Agreement, represents to the City that it has no knowledge of any toxic, hazardous or regulated substances being within or discharged to the Drain.
7. No Third Party Beneficiaries.  
Neither this Agreement nor any other provision hereof shall be deemed to create rights in any third party.


8. City Council Approval.  
This Agreement and the City's obligation to proceed under its terms, is expressly conditioned upon obtaining the consent and approval of the City Council of the City of Grand Junction.
9. Entire Agreement.  
This Agreement contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.
10. Term.  
This Agreement and the obligations arising out or under it shall remain in effect from Closing forward.

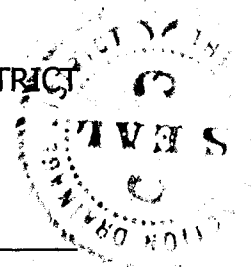
IN WITNESS WHEREOF, the City of Grand Junction and the District have caused this Agreement to be signed by their respective managers on the day and the year first written above.

CITY OF GRAND JUNCTION


GRAND JUNCTION DRAINAGE DISTRICT

  
\_\_\_\_\_  
Kelly Arnold, City Manager

  
\_\_\_\_\_  
E. James Adams,  
President of the Board of Directors



ATTEST:

  
\_\_\_\_\_  
Stephanie Tuin, City Clerk

  
\_\_\_\_\_  
Bill Christopher,  
Secretary of the Board of Directors





EASEMENT AND AGREEMENT

COPY

THIS AGREEMENT, made this 31 day of October, 1972, by and between the GRAND JUNCTION DRAINAGE DISTRICT, hereinafter referred to as "District" and ~~THE WELTON, INC., et al~~ COLORADO WEST DEVELOPMENT INC. hereinafter referred to as "Owners".

## WITNESSETH THAT:

WHEREAS, the Owners desire to secure the assistance of the District to the extent hereinafter set forth, in installing approximately 1227 feet of 12 inch concrete tile and 415 feet of 15 inch concrete tile across their property located at 2675 D Road, Grand Junction, Colorado. Said property herein described as

The North Half of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter; and the North Half of the Southwest Quarter of the Northwest Quarter; and the Northwest Quarter of the Northwest Quarter of Section 24; Township 1 South, Range 1 West; U.M., County of Mesa.

NOW THEREFORE, in consideration of the premises, the Owners agree to furnish, on the job, all materials necessary for the installation of the said tile drain, including the tile, lumber for cradles, gravel, manhole materials, and other materials at their sole expense. The District agrees to install said tile line and pervious materials and to backfill to the extent of the immediate available spoil. The Owners agree to assume the responsibility of further backfilling, landscaping and replacing the soil to its former condition. The Owners also agree to replace any fences, head ditches or waste ditches which might have been destroyed or interfered with because of the tiling of said ditch.

IT IS FURTHER AGREED, that after the installation of said tile drain, that the District shall have the responsibility of the upkeep and maintenance thereof. If said tile drain is damaged at any time in the future

COPY

due to negligence of the Owners, they shall have full responsibility of repairs or replacement at their sole expense. The Owners agree to operate their premises in such a manner as not to damage or destroy said tile drain.

IT IS FURTHER AGREED, that the Owners do hereby give and grant unto the District a right-of-way through their respective premises for the said tile line together with the necessary right-of-way for such maintenance or replacement as the District may do.

IT IS FURTHER AGREED that the Owners shall indemnify and save the District harmless from any damages or claims arising out of the construction of the tile line or the operation and maintenance of the tile line after it has been constructed.

THIS AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and year first above written.

"District"

By J. Wesley Land  
BY Charles L. Tilton

COLORADO WEST DEVELOPMENT INC. "Owner"

By Neil J. Dalgarno  
Secretary



STATE OF COLORADO )  
COUNTY OF Windsor ) ss

COPY

The foregoing instrument was acknowledged before  
me this 31<sup>st</sup> day of October, 1972, by  
State Holdings, Inc., Sec. of Colo. West Development, Inc.  
As the Property Owners.

My Commission expires March 5, 1976

My Commission Expires

Marion J. Gentry  
Notary Public

STATE OF COLORADO )  
COUNTY OF Windsor ) ss

The foregoing instrument was acknowledged before  
me this 9<sup>th</sup> day of September, 1972, by  
J. Wesley Land and Charles L. Tilton for the Drainage  
District.

My Commission expires March 5, 1976

My Commission Expires

Marion J. Gentry  
Notary Public

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION

**RECORDER'S NOTE :**  
**THE FOLLOWING PAGE(S)**  
**ARE OVERSIZE**

Book 3879 Page(s) 491

Of Reception # 2249342



EASEMENT AND AGREEMENT

COPY

THIS AGREEMENT, made this 31 day of October, 1972, by and between the GRAND JUNCTION DRAINAGE DISTRICT, hereinafter referred to as "District" and ~~THSO WELSON, INC., AKA~~ COLORADO WEST DEVELOPMENT INC. hereinafter referred to as "Owners".

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THIS AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have affixed their signatures the day and year first above written.

"District"

By J. Wesley Tard  
BY Charles L. Tilton

COLORADO WEST DEVELOPMENT INC. "Owner"

By Neil J. Dellinger  
Secretary

STATE OF COLORADO )  
COUNTY OF Mesa ) ss

COPY

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 1972, by Wale Hellingworth, Sec. of Colo. West Development, Inc. As the Property Owners.

My Commission expires March 6, 1976

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My Commission Expires

Marion J. Garity  
Notary Public

STATE OF COLORADO )  
COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 1972, by J. Wesley Land and Charles L. Tilton for the Drainage District.

My Commission expires March 6, 1976

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My Commission Expires

Marion J. Garity  
Notary Public