

GVI48VAH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: REMOVAL OF MESA COUNTY
DITCH FROM VETERANS HOSPITAL TRACT NW 1/4 NE 1/4 OF SECTION 13 TOWNSHIP 1
SOUTH RANGE 1 WEST OF THE UTE MERIDIAN, AND CONSTRUCTION AND MAINTENANCE OF
SEWER LINE AND RELOCATED IRRIGATION DITCH

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1948

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into on this 27th day of February, 1948, by and between the City of Grand Junction, Colorado, first party, and the Grand Valley Irrigation Company, second party, WITNESSETH:

WHEREAS the parties have heretofore entered into an agreement for the removal of the Mesa County Ditch from the Veterans Hospital tract, described as the NW¹ 1/4 of Section 13, Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado, less canal;

AND WHEREAS under the terms of the said agreement the second party did execute a quit claim deed conveying all of its right, title and interest in and to the above-described tract of land to the first party;

AND WHEREAS in consideration of the said conveyance the first party did agree to pay for the construction of a pipe line along the East and South boundaries of the said hospital tract sufficient to carry 200 miner's inches of water if the construction of such a pipe line should be considered necessary by the second party;

AND WHEREAS the first party has received a right of entry agreement for the construction of a sewer line and the relocated irrigation ditch, the said right-of-way being thirty feet in width and lying North and West of a line described as follows:

Beginning at a point 1320.9 feet $SO^{\circ}4'30''W$ of the North 1/4 corner of Section 13, thence 1328.57 feet $S89^{\circ}53'30''E$, thence 1319.03 feet $NO^{\circ}2'30''E$, which point is 1327.67 feet $S89^{\circ}54'30''E$ of the North 1/4 corner of Section 13;

AND WHEREAS the second party is willing to have the first party construct an open ditch along the above-described right-of-way, under the conditions hereinafter set forth;

NOW THEREFORE in consideration of these presents and the mutual agreements herein contained the parties hereto AGREE AS FOLLOWS:

The second party agrees to accept the construction of an open ditch along said right-of-way in lieu of a pipe line.

The first party agrees to construct an open irrigation ditch capable of safely carrying 200 miner's inches of water; to construct the said ditch in accordance with plans already prepared by the first party and approved by the second party; to have the said ditch ready for use by the time the second party is required to abandon the use of the present ditch; to guarantee delivery through the said ditch of 200 miner's inches of water; to repair and maintain the said ditch during its period of use; and to save the second party harmless from all liability arising from the construction and operation of the relocated ditch.

The second party agrees that it will be responsible for seeing that water in excess of 200 miner's inches is not delivered at the upper end of the said ditch, and that if its facilities above the upper end of the relocated ditch or the delivery of more than the said 200 miner's inches of water at the upper end of the relocated ditch, should cause damage, then the second party shall be liable for all repairs and damage caused by the second party's operation or the delivery of too much water.

IT IS MUTUALLY UNDERSTOOD AND AGREED that if the first party should at any time in the future desire to replace the

open ditch with a pipe line, then the first party shall construct a pipe line capable of carrying 300 miner's inches of water, in accordance with plans and specifications to be approved by the second party, and after such construction the second party shall be responsible for all future maintenance, repairs, and liability for its operations, and the first party shall be relieved from all further expense or liability in connection therewith.

IN WITNESS WHEREOF the parties have hereunto signed their names on the day and year first above written.

Attest:

CITY OF GRAND JUNCTION, COLORADO

William C. Tomlinson
City Clerk

By T. R. Moore
City Manager

Attest:

GRAND VALLEY IRRIGATION COMPANY

James D. Gately
Secretary

By William H. Hiett