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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | CONTRACT |
| NAME OF CONTRACTOR: | GRAND VALLEY IRRIGATION COMPANY |
| SUBJECT/PROJECT: | AGREEMENT DATED MARCH 18, 1964 REGARDING MAINTENANCE OF INDIAN WASH FROM NORTH AVENUE TO GRAND AVENUE |
| CITY DEPARTMENT: | UTILITIES AND STREETS |
| YEAR: | 1964 |
| EXPIRATION DATE: | NONE |
| DESTRUCTION DATE: | NONE |

A G R E E M E N T

Agreement entered into this 18th day of March,
between the City of Grand Junction, Colorado, hereinafter
referred to as the City, and The Grand Valley Irrigation
Company hereinafter referred to as the Company,

Witnesseth:

THAT WHEREAS, under date of November 22, 1917, the
Grand Valley Drainage District entered into a contract with
the United States Government, and on the 26th day of February,
1917, the Company entered into a contract with the United
States Government, both of which contracts concerned the
construction and maintenance of certain ditches and washes
within the County of Mesa, Colorado, and in particular the
construction and maintenance of Indian Wash in said County; and,

WHEREAS, in connection with the closing of certain
ditches within the City, it is necessary that agreement be
reached between the parties hereto as to the maintenance of a
portion of Indian Wash, the maintenance of a relocated ditch
and construction matters in regard to such relocation of ditch;

NOW THEREFORE, IT IS AGREED:

1. That the City will, and does hereby, assume the
responsibility for maintenance of Indian Wash from North Avenue
to Grand Avenue in the City, in accordance with such requirements
as are spelled out in the referred to Agreements.

2. That the Company will, and does hereby, assume
the responsibility for maintenance of that portion of relocated
ditch indicated in red on Exhibit A attached hereto and made a
part hereof by reference, including the structure over Indian Wash.

3. That the City will pay the cost of all materials
for construction of the relocated ditch as the same is indicated

on said Exhibit A, the parts requiring construction being in the colors red and green.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

Selen C. Johnson
City Clerk

City of Grand Junction, Colorado.

BY *Charles B. McCarroll*
President of the Council

ATTEST:

Shirley G. Stocker
Secretary

The Grand Valley Irrigation Company

BY *V. A. Meek*
President

MEMORANDUM

January 31, 1964

TO: Bob Henderson, Grand Valley Irrigation Company
Wallace Downer, Grand Junction Drainage District
Dale Luke, Teller Arms, Inc.
J. L. Hodginson, Rio Grande Railroad Company
Dr. J. W. Standeven, U.S. Veterans Administration Hospital
Don Warner, City Development Director
City Engineer, City of Grand Junction

SUBJECT: RELOCATING MESA COUNTY DITCH

This memorandum attempts to recap the steps necessary to relocate the Mesa County Ditch from its present course through the Teller Arms Shopping Center site and the V. A. Hospital lake to a new course south of the railroad tracks and north of the State Home. Efforts in this matter have continued for well over a year with the roles as indicated herein on the part of each agency emerging as those necessary and practical to relocate the ditch in the best interests of all concerned.

REASONS FOR RELOCATION

The initial reason why the relocation of this ditch was considered was the wish of Teller Arms Shopping Center developers to eliminate the ditch across the shopping center site in order to minimize future maintenance of the existing ditch route. In examining this matter more closely, many other aspects have emerged which would benefit all parties concerned.

A special informal meeting was held on March 20, 1963 at the V. A. Hospital to explore the possibility of eliminating the V. A. Hospital lake which would be necessary if the ditch were relocated. Council Memo #7-63 dated March 27, 1963 recaps the results of this meeting in detail. The reasons for lake elimination determined at this meeting and other benefits to the individuals and the community of the proposed route change are highlighted as follows:

1. Eliminate ditch piping across Teller Arms Shopping Center to prevent any future ground water problems or maintenance costs for this development.
2. Minimize ground water seepage into Mesa Gardens housing surrounding area which apparently occurs from ditch seepage and lake seepage.
3. Eliminate lake to do away with hazard to children who attempt to recover golf balls in both winter and summer.
4. Minimize mosquito breeding around the lake and other wet areas from lake seepage.
5. Discontinue use of some open and some piped ditches below the V.A. lake which now present maintenance problems to City street crews.
6. Simplify future development in area east of Teller Arms Shopping Center by elimination of existing Mesa County ditch in this area.

7. Simplify maintenance responsibility for Indian Wash between North Avenue and Grand Avenue since ditch will no longer cross or empty into this portion of Indian Wash.
8. Definite saving on irrigation water since additional water must be put in the present canal to carry through flat grade section, and the concrete lining of the new canal should minimize loss through seepage.
9. Make possible the abandonment of bridges under the Rio Grande railroad, one of which would have to be reconstructed in the near future if it were to continue in use. In addition, three C.M.P. crossings under the tracks will be eliminated.
10. Water users on ditches #70, #75, and #85 will have much less ditch area to maintain to receive their water.
11. The properties at the State Home will have less seepage problems than at present because of the flat grade.

THE PROJECT ITSELF

The present canal now runs continuously from the railroad crossing at 28-3/4 to the crossing at Indian Wash, at North Avenue, that portion of the enclosed canal under the Teller Arms Shopping Center, that portion of canal running along the south boundary of the Veterans Administration Hospital ground and that enclosed portion on 19th Street from Gunnison to the railroad yards will be eliminated.

The canal will be routed from the south side of the railroad hump yard tracks at 28-3/4 Road, in a slip form ditch, west along the south boundary of the D&RG Railroad R.O.W. to a point 850' east of Indian Wash at which point the canal enters a 30" corrugated metal pipe which follows the same westerly route to a point just west of Indian Wash. The canal then turns south along Indian Wash in an open unlined ditch to the intersection of D Road and Indian Wash, where it turns west along D Road to a point 1325 feet east of 27-1/2 and ditch 85, the canal will then enter a slip form ditch and continue to ditch 85 at 27-1/2 Road at which point the ditch enters existing channels.

SIX AGENCIES DIRECTLY CONCERNED

The six agencies listed below have the responsibilities indicated in this cooperative effort to relocate the Mesa County canal:

1. City of Grand Junction. Co-ordination of total effort and engineering for relocation of ditch. Also payment of 3/4 of the cost of materials for new ditch construction and lining. Total cost estimated to be \$15,376.25. City's share to be \$11,532.19. City to assist in shifting of Indian Wash maintenance responsibility from North Avenue to Grand Avenue away from Grand Valley Irrigation Company to either City of Grand Junction or Grand Junction Drainage District.
2. Grand Valley Irrigation Company. Acquisition of easement and rights-of-way as necessary for ditch relocation. All labor and equipment to do necessary construction for relocation.
3. Teller Arms, Inc. Balance of cost of materials in the amount of 1/4 of the total cost. Amount to be \$3,844.06 payable on March 1, 1964. Work will begin when check is received.

4. Rio Grande Railroad Company. Granting of ditch right-of-way and access for ditch relocation along edge of property.
5. United States Veterans Hospital. Release of lake as such, thereby permitting it to be eliminated, and ultimate return of lake site to City control either by deed or lease.
6. Grand Junction Drainage District. Assistance with drain ditch changes and responsibility assignments as necessary to simplify these responsibilities under relocated concept.
7. Other Co-ordination.
 - a. Water users on ditches #70, #75, and #85 must be assured of receiving water with unimpaired service in order that they will consent to the closing of a portion of their private ditches.
 - b. Two other water users north of railroad to relinquish rights to ditch water in exchange for payment by City.
 - c. Public Service Company to cooperate in any changes of their facilities occasioned by the re-routing.
 - d. State Home & Training School to cooperate in any minor changes necessary to feed their irrigation ditches or the head works on the canal.
 - e. State Game, Fish & Parks Department officials have stated they will remove fish from lake and replant them elsewhere before the lake is eliminated.

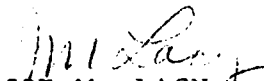
TIME SCHEDULE

It is anticipated that actual construction work on this project will begin on or about March 1, 1964 and take approximately four weeks to complete. However materials must be ordered by Feb. 1, 1964 to make this possible. At any rate, the project must be complete by April 1, 1964 in order that water may be supplied to ditch users by that time.

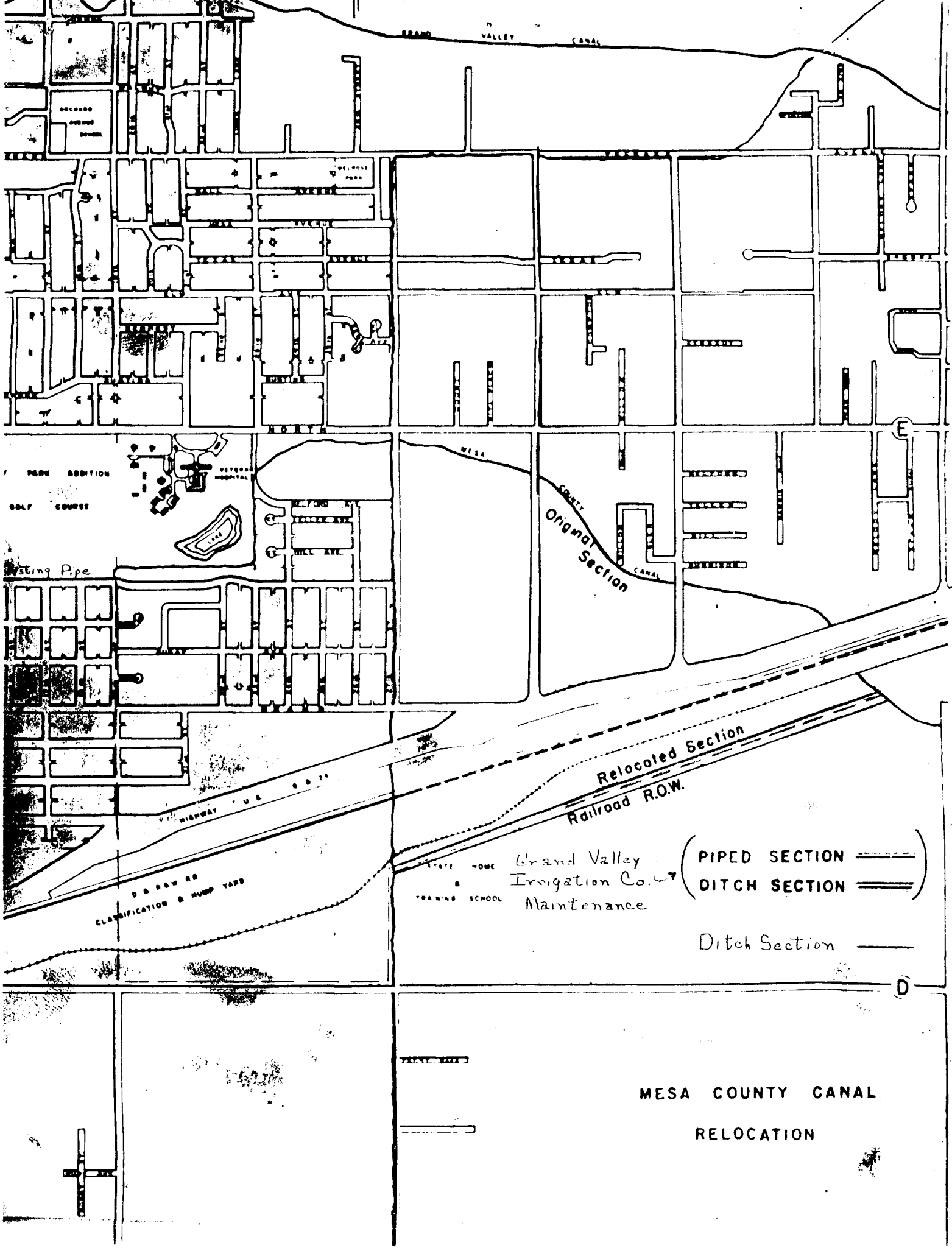
A GUIDE

It should be emphasized that the contents of this memorandum are designed to serve as a memory refresher for all persons and organizations concerned with the relocation of the Mesa County ditch. It is not intended as an official agreement binding upon any parties concerned. The plan as it is proposed and as it may be accomplished will be a testimonial to the value of inter-governmental cooperation and such cooperation with private enterprise in order to improve community facilities at a minimum cost.

Sincerely,


JOE M. LACY,
City Manager

JML/hm



MESA VALLEY CANAL

DECEASED
ADDRESS
SCHOOL

PIPED ADDITION
GOLF COURSE

Existing Pipe

VETERAN HOSPITAL
LAKES

MELFORD AVE
HILL AVE

Original Section

Relocated Section
Railroad R.O.W.

HIGHWAY U.S. 60 14
CLASSIFICATION & MUMP YARD

STATE HOME
&
TRAINING SCHOOL
Grand Valley
Irrigation Co.
Maintenance

(PIPED SECTION ————)
DITCH SECTION ————)

Ditch Section ————

D

MESA COUNTY CANAL
RELOCATION

C O P Y

THIS AGREEMENT Made this twenty-sixth day of February, 1917, between THE UNITED STATES OF AMERICA, acting for this purpose by Morris Dien, Acting Director, U. S. Reclamation Service, under the provisions of the act of Congress of June 17, 1902 (32 Stat., 338), known as the "Reclamation act" and acts amendatory thereof and supplemental thereto, hereinafter called the "United States" and THE GRAND VALLEY IRRIGATION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Colorado, with its principal office at Grand Junction, Colorado, and its principal place of business in the County of Mesa, State of Colorado, hereinafter called the "Company", its successors and assigns,

WITNESSETH THAT:

WHEREAS the Grand Valley Irrigation Company is engaged in the operation and maintenance of that certain irrigation system known as the Grand Valley Canal for the purpose of irrigating certain lands in Mesa County, Colorado; and

WHEREAS the United States is now constructing and operating, under the provisions of the Reclamation Act, that certain irrigation project known as the Grand Valley Project and situated in Mesa County, Colorado, for the irrigation and reclamation of lands adjacent to and above the lands irrigated from the Grand Valley Canal; and

WHEREAS in the operation of the said irrigation systems it is deemed necessary and advisable to maintain wasteways from each of said canal systems to the Grand River, and, in order to prevent damage and injury to the banks along said channels, to put in protective work; and

WHEREAS it is deemed advantageous for both systems to jointly use and maintain certain channels from said canal system to the Grand River; and

WHEREAS said Company has constructed and now operates and maintains as a part of its irrigation system what is known as the Indian wasteway channel from a point at the northeast corner of Section 18, Township 1 South, Range 1 West, Ute Meridian, to a point on the Grand River and the east line of Section 24, Township 1 South, Range 1 West, Ute Meridian, and also what is known as the Persego wasteway from a point on the Grand Valley High Line Canal near the northwest corner of the Southwest Quarter of the Southeast Quarter of Section 17, Township 1 North, Range 1 West, Ute Meridian, to a point on the Grand River near the center of the Southwest Quarter of Section 30, Township 1 North, Range 1 West, Ute Meridian; and

WHEREAS both parties hereto desire to waste water into these natural channels known as the Little Salt Wash and the Big Salt Wash; and

WHEREAS it will be of mutual benefit to both parties hereto that arrangements be made for such joint use as wasteways of the channels of Indian Waste Persego Waste, Little Salt Wash and Big Salt Wash;

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

Article 1. That they will bear equally the expense of constructing and maintaining such protective work in the Indian, Persego, Little Salt and Big Salt Wasteway channels as may be decided upon, as hereinafter provided, between the Grand River and the point on each of said wasteway channels where the Grand Valley Irrigation Company wastes its water into the same, viz.; For the Indian wasteway at its intersection with the Ness County Ditch; for the Persego wasteway at its intersection with the Grand Valley High Line Canal of the Grand Valley Irrigation Company; for the Little Salt Wash wasteway at its intersection with the Grand Valley High Line Canal of the Grand Valley Irrigation Company; and for the Big Salt Wash wasteway at its inter-section with the Grand Valley High Line Canal of the Grand Valley

Irrigation Company.

Article 2. In case the Grand Valley Irrigation Company desires to and does waste water from its irrigation canal or canals into the Indian wasteway channel at a point or points farther distant from the Grand River than the point contemplated and mentioned in Article 1 above, then said Grand Valley Irrigation Company shall pay to the United States one-half the cost of any protective work which the United States may have put into said channels between the old and new point of wasting by said company.

Article 3. In case the United States desires to enlarge the Indian wasteway channel for its own benefit the same will be done at its sole cost and expense, provided, however, that after it is enlarged the same will be maintained at the joint expense of both parties hereto, from the point where the Grand Valley Irrigation Company wastes into said ditch to the Grand River.

Article 4. For and in consideration of the right to use the Indian and Persego wasteways the United States agrees to pay to the Grand Valley Irrigation Company on the approval of this contract, the sum of Two Thousand dollars (\$2,000.00).

Article 5. The character and extent of the protective work to be performed under this contract, and the time of its performance, shall be determined by a board which shall consist of the Superintendent of the Grand Valley Irrigation Company and the Project Manager of the Grand Valley Project, or such other employee as may be determined upon by the Director of the United States Reclamation Service. This board shall, from time to time, make inspection of the channels described in this contract and agree upon the details and cost of the work that is necessary, subject to the approval of the Grand Valley Irrigation Company and the Chief Engineer of the United States Reclamation Service. The work determined upon by this board shall be performed by the Grand Valley Irrigation Company and at the close of any month in which work is performed, voucher will be prepared showing in detail the costs of said work, and upon presentation of said voucher

properly certified, the Project Manager shall verify the correctness thereof and thereupon, the United States will pay its appropriate share of said cost. If the two members of the Board are unable to reach an agreement as to the amount of work to be performed, the board shall be enlarged by a third member to be agreed upon jointly by the other two and the decision of the majority members of such enlarged board shall control if approved by the Grand Valley Irrigation Company and the Director of the United States Reclamation Service.

Article 6. Any cost, which may be incurred by reason of the use, operation and maintenance of said wasteway channels by the parties hereto, when determined, shall be borne equally.

Article 7. In all construction work eight hours shall constitute a day's work. It is expressly stipulated and agreed, in accordance with the provisions of the act of June 19, 1912 (37 Stat., 137) that no laborer or mechanic doing any part of the work contemplated under this contract, in the employ of the contractor, or any subcontractor, contracting for any part of the work contemplated to be performed hereunder, shall be required or permitted to work more than eight hours in any one calendar day upon such work, under a penalty for each violation of this provisions of \$5 for each laborer or mechanic for every calendar day in which he shall be required or permitted to labor more than eight hours upon said work. It is further understood and agreed that any officer or person designated as supervisor or inspector of the work to be performed hereunder, or to aid in enforcing the fulfillment of the provisions hereof, shall upon observation or investigation, forthwith report to the proper officer of the United States all violations of the provision of the act of June 19, 1912, together with the name of each laborer or mechanic who has been required or permitted to labor in violation of this stipulation, and the day of such violation,

and the amount of the penalties imposed under this stipulation shall be withheld from any moneys due or thereafter becoming due under this contract, for the use and benefit of the United States, by the officer or person whose duty it shall be to approve the payment of moneys due or thereafter becoming due hereunder, whether the violations of the provisions of this contract are by the contractor or subcontractor. No Mongolian labor shall be employed under this contract. The importation of foreigners and laborers under contract to perform labor in the United States or the District of Columbia is prohibited. (Sec. 3735, Rev. Stat.; U. S. Arts, Aug. 1, 1892, 27 Stat., 340; June 17, 1902, Sec. 4, 32 Stat., 363; Feb. 26, 1885, 23 Stat., 533; Feb. 23, 1887, 24 Stat., 414.) In the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor imposed by courts of the several states or municipalities having criminal jurisdiction. (Executive order, May 18, 1905.)

Article 8. The terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of the parties hereto.

Article 9. In carrying out the provisions of this contract it is specifically understood that the United States shall have no interest in any revenue payable to the Grand Valley Irrigation Company under certain contracts with the Rio Grande Junction Railway or the Mesa County Irrigation District and the Palisade Irrigation District, relative to the payment by said Company and Districts of certain sums annually to the Grand Valley Irrigation Company for the right to use the Indian Wasteway and the Lewis Wasteway so-called.

Article 10. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to

any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat. L., 1109).

Article 11. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Company hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on behalf of them and each of them, respectively, this the day and year first above written,

Executed in two original counterparts, each to be construed as an original.

THE UNITED STATES OF AMERICA

By Morris Bism
Acting Director U.S. Reclamation Service

THE GRAND VALLEY IRRIGATION COMPANY

By F. F. Merritt
President

Attest:

M. E. Ferris,
Secretary

THIS AGREEMENT, executed, in duplicate, on this 27th day of November, A. D. 1917, between the United States of America, acting for this purpose by the Secretary of the Interior under the provisions of the Act of Congress of June 17, 1902, (32 Stat. 388) known as the Reclamation Act, and Acts amendatory thereof and supplementary thereto, hereinafter called the United States, and The Grand Valley Drainage District, a drainage district organized under the laws of Colorado and located in Mesa County in said State, with its principal office at Grand Junction, Colorado, acting for the purposes of this contract under the authority of the laws of Colorado and particularly Chapter 102, page 294, of the laws of 1915, hereinafter called the District, WITNESSETH, That

WHEREAS, the District includes within its boundaries approximately fifty thousand acres of irrigated and irrigable land, which is entitled to receive water from various irrigation systems; and

WHEREAS, the water table in divers parts of said District has risen to such an extent that large bodies of land have been seriously injured and other lands are likely to become injured, unless a suitable drainage system shall be provided; and

WHEREAS, it is believed that such a drainage system will reclaim large areas which cannot now be cultivated successfully on account of such seepage conditions, and thus save other large areas, which are now threatened with destruction from the same cause, and be of mutual advantage to the parties hereto and be of public benefit; and

WHEREAS, the United States is now constructing, under the provisions of said Reclamation Act and Acts amendatory thereof and supplementary thereto, that certain irrigation project known as the Grand Valley Project for the irrigation and reclamation of lands adjacent to

and above the lands comprising the District, the District lying and being between the said Government Project and the Grand River; and

WHEREAS, the United States, for the use and benefit of said project, is desirous of securing channels, ditches, drains and waterways for the conveyance through the District of the waste, seepage and surplus waters from said Project to said Grand River; and

WHEREAS, the United States has recently under a certain contract with the District, dated December 13, 1915, made the necessary investigations and surveys and prepared plans, specifications and estimates for a general drainage system for the District; and

WHEREAS, the parties hereto in the prosecution of their respective plans for draining and taking care of the waste, surplus and seepage waters from their respective lands deem it of mutual advantage and benefit, in order to save expense, to construct that part of the drainage system of the District which can be utilized by the United States for said Project so as to take care of the waste, surplus and seepage waters which may be turned into the same from both the Project and District,

NOW, THEREFORE, it is hereby agreed:

Article 1. That for the purposes of such combined system for the Grand Valley Project and the District, the United States will construct in the Grand Valley Drainage District, in accordance with the attached map, plans and specifications, and at its sole expense, certain main channels, ditches, drains and waterways to be located approximately as shown on said map, which channels, ditches, drains and waterways shall have the capacity stated in said specifications for the purpose of carrying the waste, surplus and seepage waters flowing into the District from the lands of the Project, as well as those

originating in the District itself. It is not expected that the lands of the District can be completely drained by these works, or that the works so constructed shall constitute a complete drainage system for the District, but it is the intention that such channels, ditches, drains and waterways as are constructed or used hereunder in connection with said combined system shall be such a part of the general drainage system of the District as to be available and usable in connection therewith.

Article 2. That the channels, ditches, drains and waterways which are provided for by this contract as a joint or combined system for the project and District shall consist, as shown by the map, plans and specifications hereinbefore referred to, of certain open channels, certain closed tile drains, and four waterways or channels known as the Persego Wasteway, Indian Wasteway, Big Salt Wash, and Little Salt Wash, which latter four waterways are to be used by the United States, in addition to providing an outlet for the ordinary storm, waste and seepage water from the lands of the project, for the purpose of wasting water therein from the main canal of the Grand Valley Project and it is understood by the District that at times it may be necessary for the United States, or its successors in interest, to waste into such channels large volumes of water. The other channels, ditches, drains and waterways are to be used for the purpose of carrying off storm, waste and seepage water from the lands of the project.

Article 3, That after the construction of the channels, ditches, drains and waterways contemplated herein, the District will maintain the same in perpetuity at all times in good serviceable condition at its own expense, but if it shall fail or neglect to do so the United States, or its successors in interest, may maintain or repair the same and charge the cost thereof to the District, which cost the District will promptly pay. This

proviso shall not be construed as any obligation upon the United States to perform any such work. It is specifically understood that this clause in regard to maintenance applies to and includes those certain channels or waterways known as the Indian Wasteway, Persego Wasteway, Big Salt Wash, and Little Salt Wash. Relative to the maintenance by the District of said Indian Wasteway, Persego Wasteway, Big Salt Wash, and Little Salt Wash reference is hereby made to that certain contract between the United States and the Grand Valley Irrigation Company, dated February 26, 1917, providing for their joint use and maintenance, which contract on the part of the United States the District hereby agrees to assume and carry out and the District shall be entitled to all the rights and benefits under said contract. It is understood that the work now authorized under that certain contract between the United States and the Grand Valley Irrigation Company, dated February 26, 1917, upon the Persego and Indian wasteways shall be completed by the United States and the Grand Valley Irrigation Company at their expense. It is further understood and agreed to by the District that each channel, ditch, drain or waterway constructed or used hereunder shall be considered as a separate and distinct unit in the contemplation of this paragraph and that as fast as the same are completed they will be taken over and maintained by the District, as provided for herein.

Article 4. That the District shall hold the United States, its assigns, officers, agents, servants and employees harmless from any and all claims, suits judgments, liabilities or obligations on account of, growing out of, or resulting from the construction or use of said channels, ditches, drains and waterways, including those certain channels or waterways known as the Indian Wasteway, Persego Wasteway, Big Salt Wash, and Little Salt Wash. Provided, however, that nothing herein contained shall be construed as imposing any liability whatever on the District for any negligent act or omission of the

United States in anywise pertaining to the construction or use of said channels, ditches, drains and waterways.

X Article 5. Nothing herein contained shall be construed as imposing upon the District the obligation or duty of repairing any of said channels, ditches, drains or waterways when damaged or injured by waters flowing from said project through a break or breaks in the main canal, known as the "Government High Line Canal"; and it is expressly understood that the United States and its successor or successors in the management, ownership and control of said canal, shall be obliged to make all repairs occasioned by any such break. When damage is caused by a canal break in conjunction with other causes, the expenses of repair shall be divided between the United States and the District in the estimated proportion of the contribution to such damage by the canal break and by the other causes. In case of dispute between the Chief Engineer of the Reclamation Service and the District as to the responsibility for and division of any damage referred to in this article, the dispute shall be arbitrated in the manner provided in Article 13.

Article 6. That the District agrees to furnish at its sole cost and expense all rights of way which may be required for the channels, ditches, drains and waterways contemplated by this contract and with all convenient speed shall proceed to acquire the said rights of way for said channels, ditches, drains and waterways. Each channel, ditch, drain or waterway, as hereinbefore mentioned, shall be considered as a separate and distinct unit and the entire right of way for each separate and distinct unit must be provided prior to any construction work being done thereon. The right of way for all channels, ditches and drains shall be one hundred feet in width, except in those cases where a greater or less width is later determined by the United States as being necessary

or sufficient. Rights of way for existing channels or waterways which in the contemplation of this contract are to be used as and made a part of said combined system will not be required to be furnished by the District so long as there is no interference with the use of the same by the United States, or its successors in interest, for the purposes contemplated by this contract. The United States will furnish the District from time to time, as required, detailed plats and descriptions of each parcel or right of way needed.

Article 7. It is further understood that the United States shall have the right to make changes in the location and construction of the works contemplated by this contract, where such changes shall be found in the judgment of the Chief Engineer, or other proper officer, of the United States Reclamation Service to be necessary or desirable, provided such changes meet with the approval of the Board of Directors of the District.

Article 8. The District will use all its taxing powers and resources to collect any sum or sums of money which may be due, or become due, to the United States under this contract, and pay the same to the United States when due.

Article 9. The United States agrees to start on the construction of the works provided for by this contract within a reasonable time after its execution and approval by the proper officer of the United States and acquisition of right of way by the District, and to prosecute the same with due diligence until completed.

Article 10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder

after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the District hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

Article 11. In consideration of the benefits to be derived from this contract, the United States agrees to pay the District the sum of \$10,000 within thirty days after the signature thereof.

Article 12. In accordance with the provision of Article 3 of that certain contract dated December 13, 1915, between the District and the United States, the District hereby agrees to repay the United States the sum of \$35,383.00 in ten equal annual instalments, beginning December 1, 1930, with interest on the unpaid portion thereof from that date until paid at the rate of five per cent. per annum, which payment is to be regarded as full satisfaction of the provisions of the said contract.

Article 13. In the event of a disagreement between the United States and the District relating to the performance or doing of any act or thing hereunder, or in anywise pertaining to this contract, such disagreement shall be referred to three arbitrators, one to be appointed by the United States and one by the District and the third to be appointed by the two arbitrators so by the parties appointed. The award or decision of a majority of the arbitrators shall control, if approved by the Board of Directors of the District and the Director of the United States Reclamation Service. Otherwise the dispute shall be referred to the Secretary of the Interior, whose decision shall be final.

Article 14. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement or to any benefit to arise there-

upon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L. 1109).

IN WITNESS WHEREOF the parties hereto have caused their names and seals to be attached the day and year first above written, the Grand Valley Drainage District acting in pursuance of resolutions of its Board of Directors and a vote of its electors of which certified copies are hereto attached and made a part hereof.

Franklin K. Lane
Secretary of the Interior.

THE GRAND VALLEY DRAINAGE DISTRICT

By George Bayes
President

Attest:

M. B. Sharp
Register

(SEAL)