

GVI75CAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION CO., A COLORADO CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED JUNE 24, 1975 REGARDING ONE CANAL TRAVERSING NORTH 12TH STREET AND REMOVAL OF A BRIDGE FOR THE WIDENING OF NORTH 12TH STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Grand Valley Irrigation Co., a Colorado corporation, hereinafter called Grand Valley, and The City of Grand Junction, Colorado, a municipal corporation, hereinafter called City,

WHEREAS, Grand Valley owns and operates a system of canals in Mesa County, Colorado, through which it carries irrigation water, and one of its canals traversing North 12th Street in the City of Grand Junction, over and across which canal the City presently maintains a bridge, and the City being presently engaged in the process of widening North 12th Street, which will necessitate removal of said bridge, and it being necessary for the parties to provide for the movement of Grand Valley's water through or under North 12th Street,

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

The City agrees, at its expense, to construct and install a syphon according to plans and specifications which have been agreed upon by the parties and in consideration thereof and in consideration of the performance of other conditions hereinafter set forth, the City covenants and agrees as follows:

1. That it will at its expense cause said syphon to be installed and place in an operating condition not later than 15th day of March, 1976.
2. Grand Valley being under a duty to deliver water to its shareholders during the irrigation season, the City covenants and agrees that it will at all times hereafter maintain, at its own expense, said syphon in a good working condition so that Grand Valley may discharge its duty to deliver water to its shareholders.
3. The City agrees that it will raise the banks of both sides of the canal by 6 inches for a distance of 1500 feet East of the East end of said syphon.
4. Various land owners adjacent to said canal as the same now exists, waste water into said canal, and the City agrees that it will cause necessary facilities to be constructed or arranged so

that such waste water may be properly disposed of without damage to the land of adjacent landowners or the canal.

5. The City agrees that it will, on the request of Grand Valley, install at its expense, a trash rack or other device which will prevent trash or debris from accumulating in the syphon. Due to the restriction of said trash rack or other device, the City will increase the height of the canal banks East of 12th Street, above the water line to a height which will allow the canal to carry a quantity of water through the canal as may be required. The cleaning and maintenance of a trash rack will be the responsibility of Grand Valley.

6. The City will provide, at its expense, safety features and work area at intake end of structure.

7. The City will provide and maintain, at its expense, proper ingress and egress channels which will give Grand Valley necessary access to the canal on both the East and West sides of North 12th Street, so that Grand Valley may cause said canal to be patrolled by vehicles and also to move its equipment in and along the canal for necessary maintenance and reconstruction purposes.

8. The City will, at its expense, install headgates in the area where the syphon is constructed which complies with applicable laws of the State of Colorado, and which will allow stockholders of Grand Valley to have the water to which they are entitled diverted from said canal.

9. The City in consideration of the rights hereby granted to it by Grand Valley, hereby covenants and agrees to hold Grand Valley harmless from any and all actions, suits, damages, claims for damages, court costs and attorney fees, involved in the defense of any such actions or claims for damages caused by the improper working or maintenance of said syphon.

