

GVI80CWD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: GRAND VALLEY IRRIGATION COMPANY

SUBJECT/PROJECT: GRAND VALLEY HEREBY CONSENTS TO THE
SUBCONTRACT MADE AND ENTERED INTO BETWEEN THE CITY AND
CLIFTON FOR THE DIVERSION, CONVEYANCE AND DELIVERY OF THE
CITY'S WATER THROUGH THE HEADGATE AND CANAL OF GRAND VALLEY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1980

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of November, 1980, by and between GRAND VALLEY IRRIGATION COMPANY, a Colorado corporation, hereinafter "Grand Valley", and the CITY OF GRAND JUNCTION, hereinafter "City".

W I T N E S S E T H:

WHEREAS, on or about December 21, 1977, Grand Valley entered into an agreement with the Clifton Water District (hereinafter "Clifton") for the diversion, conveyance and delivery of Clifton's water through the headgate and canal of Grand Valley; and

WHEREAS, the City has a subcontract with Clifton for the diversion, conveyance and deliver of the City's water through the headgate and canal of Grand Valley;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grand Valley hereby consents to the subcontract made and entered into between the City and Clifton for the diversion, conveyance and delivery of the City's water through the headgate and canal of Grand Valley. By this consent, no modification is made or intended with regard to the Agreement between Clifton and Grand Valley dated December 21, 1977, and Grand Valley shall not become a part of, or have any liability upon, any subcontract between Clifton and the City. Furthermore, by this consent, Grand Valley does not authorize any term, provision, act or omission on the part of the City or Clifton which is, or will be, in violation or inconsistent with the terms and provisions of the Agreement dated December 21, 1977 by and between Grand Valley and Clifton.

2. By entering into the contract with Clifton, and in consideration of Grand Valley's consent, and so long as the City's subcontract with Clifton is in force and effect, the City does hereby waive, release and surrender any and all statutory or common law rights to the exercise of eminent domain or condemnation proceedings against the real or personal property of Grand Valley, including, but not limited to, all water, water rights, canals or other facilities owned by Grand Valley or its shareholders.

3. Any violation of any term or provision hereof on the part of the City shall be deemed a violation and breach of the Agreement dated December 21, 1977 between Grand Valley and Clifton, and entitle Grand Valley to exercise its rights of termination pursuant to Paragraph 9 of said Agreement.

4. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective parties' successors, representatives and assigns.

Dated the year and date first above written.

ATTEST:

Shirley Stocker
Shirley Stocker, Secretary

GRAND VALLEY IRRIGATION COMPANY,
a Colorado corporation

By Richard K. Fry
Richard K. Fry, President

CITY OF GRAND JUNCTION

By James E. Wysocki
City Manager

ATTEST:

Neva B. Lockhart, CMC
City Clerk

Richard K. Fry - President
Shirley Stocker - Secretary-Treasurer
R. M. Henderson - Superintendent

Telephone 242-2762

Owns and Operates
THE GRAND VALLEY CANAL

THE GRAND VALLEY IRRIGATION COMPANY

688 - 26 Road
GRAND JUNCTION, COLORADO
81501

November 20, 1980

City of Grand Junction
250 North 5th Street
Grand Junction, Co. 81501

Attention: James E. Patterson

Dear Jim:

Enclosed are two copies of Agreement between Grand Valley Irrigation Company and the City of Grand Junction, which we have signed.

As you instructed, we kept one for our files.

Sincerely,

THE GRAND VALLEY IRRIGATION COMPANY

Shirley Stocker
Secretary

sgs

Encs.

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of September, 1980, by and between GRAND VALLEY IRRIGATION COMPANY, a Colorado corporation, hereinafter "Grand Valley", and the CITY OF GRAND JUNCTION, hereinafter "City".

W I T N E S S E T H:

WHEREAS, on or about December 21, 1977, Grand Valley entered into an agreement with the Clifton Water District (hereinafter "Clifton") for the diversion, conveyance and delivery of Clifton's water through the headgate and canal of Grand Valley; and

WHEREAS, the City has a subcontract with Clifton for the diversion, conveyance and deliver of the City's water through the headgate and canal of Grand Valley;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grand Valley hereby consents to the subcontract made and entered into between the City and Clifton for the diversion, conveyance and delivery of the City's water through the headgate and canal of Grand Valley. By this consent, no modification is made or intended with regard to the Agreement between Clifton and Grand Valley dated December 21, 1977, and Grand Valley shall not become a part of, or have any liability upon, any subcontract between Clifton and the City. Furthermore, by this consent, Grand Valley does not authorize any term, provision, act or omission on the part of the City or Clifton which is, or will be, in violation or inconsistent with the terms and provisions of the Agreement dated December 21, 1977 by and between Grand Valley and Clifton.

2. By entering into the contract with Clifton, and in consideration of Grand Valley's consent, and so long as the City's subcontract with Clifton is in force and effect, the City does hereby waive, release and surrender any and all statutory or common law rights to the exercise of eminent domain or condemnation proceedings against the real or personal property of Grand Valley, including, but not limited to, all water, water rights, canals or other facilities owned by Grand Valley or its shareholders.

3. Any violation of any term or provision hereof on the part of the City shall be deemed a violation and breach of the Agreement dated December 21, 1977 between Grand Valley and Clifton, and entitle Grand Valley to exercise its rights of termination pursuant to Paragraph 9 of said Agreement.

4. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective parties' successors, representatives and assigns.

Dated the year and date first above written.

ATTEST:

GRAND VALLEY IRRIGATION COMPANY,
a Colorado corporation

Shirley Stocker, Secretary

By Richard K. Fry, President

CITY OF GRAND JUNCTION

By Jane S. Quimby