

PAL97CWC

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	TOWN OF PALISADE
SUBJECT/PROJECT:	COTTONWOOD CREEK ROAD AND KRUZEN SPRINGS
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1997
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## AGREEMENT

### TOWN OF PALISADE AND CITY OF GRAND JUNCTION

This Agreement is between the Town of Palisade ("Town") and the City of Grand Junction ("City") and concerns the use of Town and City property in the Cottonwood Creek and Kruzen Springs area.

#### **Recitals**

The City and the Town have a community of interest on the Grand Mesa, both municipalities owning property and using same for water supply purposes. The City needs to periodically use and have access to the Cottonwood Creek Road area, across Town property to get to City property in the Kruzen Springs area for grazing and watershed purposes.

The Town needs to periodically use and have access to the Kruzen Springs area, across Grand Junction property for water supply and watershed purposes. Both the Town and the City will benefit if each has a legal right to access and cross the property of the other, as provided herein.

Based on the mutual benefits and detriments, the Town and the City agree as follows:

1. The Town shall provide a key (providing access through any gates on Cottonwood Creek Road) to the City and its grazing lessee. The City shall give notice to use Cottonwood Creek Road to the Town. The Notice may happen through notifying the Town Clerk or representative. Use by the City shall not be restricted, even if it is frequent.
2. The City shall provide a key (providing access through any gates on Cottonwood Creek Road) to the Town and its grazing lessee. The Town shall give notice to use Cottonwood Creek Road to the City. The notice may happen through notifying the City Public Works Department. Use by the Town shall not be restricted, even if it is frequent.
3. The access roads to be used under this Agreement are shown on Attachment "A". Vehicles are restricted to the roads shown except that ATVs may be used on roads and trails that are not shown on the map but which already exist at any location on the Town or City property for purposes of grazing or watershed management. Any such vehicle shall be titled in the name of the City or the Town, or to an agent of either, and shall only be used for the lawful purposes of the Town, the City, or the authorized agents or lessees of each.
4. Each party shall cooperate to maintain road and common boundary fences in the area and, upon notice to the other by either party, such other party agrees to repair any damage or loss occurring to the property or improvements of the party giving such notice.
5. Neither party will use the other's access for purposes of hunting, transport of hunters, or support of hunters except during emergency situations.

6. City agrees to hold harmless the Town for the acts, or failure to act, of Town & Town agents and lessees, which injure the City or for which the Town may be liable. The Town agrees to hold harmless the City for the acts, or failure to act, of City & City agents and lessees which injure the Town or for which the City may be liable. As to the acts of the Town and only as provided specifically in this Agreement, the City agrees not to rely on any immunity pursuant to the Governmental Immunity Act of Colorado. As the acts of the City, and only as provided specifically in this Agreement, the City agrees not to rely on any immunity pursuant to the Governmental Immunity Act of Colorado.
7. Either the Town or the City may terminate this agreement by mailing 30 days in advance, a written notice of intent to terminate. Upon receipt of any such notice, the parties agree to meet and attempt to resolve difficulties caused by such termination.
8. It is understood that this agreement is not in conflict with the Town of Palisade/BLM Easement dated December 28, 1940.

APPROVAL:

Approved this 2<sup>nd</sup> day of July, 1997 by the City of Grand Junction, Colorado,  
and Approved this 8<sup>th</sup> day of July, 1997 by the Town of Palisade, Colorado.



ATTEST:

Stephanie Nye  
City Clerk

Paul L. Nye  
Mayor

Blenda Robee  
Town Clerk

Johnnie Brown  
Town Board