

CPC20WAT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	WATER
NAME OF CONTRACTOR:	CROWN POINT CEMETERY ASSOCIATION
SUBJECT/PROJECT:	WATER RIGHTS FOR CEMETERY
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1920
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

✻

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of September, 1920, by and between THE CROWN POINT CEMETERY ASSOCIATION, a corporation, party of the first part, and J. DEAN McCRILLIS, party of the second part, ~~as~~ WITNESSETH:

THAT, WHEREAS, the said Association is the owner of a certain cemetery situate in Mesa County, Colorado, and described as follows, to-wit: That part of the North-east quarter of the Southwest quarter ($NE\frac{1}{4} SW\frac{1}{4}$) of Section twenty (20), Township one (1) North, Range one (1) West of the Ute Meridian lying North and East of the High Line Canal, belonging to The Grand Valley Irrigation Company, and

WHEREAS, the party of the second part is the owner of the following described real estate situate in Mesa County, Colorado, to-wit: All of the Southwest quarter ($SW\frac{1}{4}$) of Section 20, Township 1 North, Range 1 West of the Ute Meridian, save and except the following described portions thereof, to-wit: (1) Beginning at the Southwest corner of the said Section 20 and running thence East 1480 feet, thence North 589 feet, thence West 1480 feet, and thence South 589 feet to the point of beginning. (2) Beginning at a point 790 feet East of the Northwest corner of said Section twenty (20), thence West 790 feet, thence South 1500 feet, thence Northeasterly 1698 feet, more or less, to point of beginning. (3) Beginning at a point 1096 feet North of the Southwest corner of said Section 20 and running thence East 660 feet, thence North 590 feet, thence North $29^{\circ} 9'$ West 253 feet, thence South $32^{\circ} 36'$ and ~~thence~~ West 980 feet to the place of beginning. (4) Beginning at a point whence the North line of the right of way of the Grand Valley Canal (being the upper canal) crosses the East

line of the Southwest quarter of said Section 20 and running thence along said right of way in a Northwesterly direction to a point where it crosses the North line of said Southwest quarter, thence ^{East} to the Northeast corner of said Southwest quarter and thence South to the place of beginning. Also except the right of way for a road 20 feet wide along the East side thereof, and also except the right of way of the Grand Valley Irrigation Company's canal, and

WHEREAS, both parties hereto desire to get water from the Grand Valley Project canal, the party of the first part to the amount of about ten inches maximum per second of time and the party of the second part 20 inches maximum per second of time.

NOW, THEREFORE, IT IS AGREED by the parties hereto that the said party of the second part shall construct and maintain an irrigation ditch connecting to the North and East of said cemetery with a lateral taking water from the said Grand Valley Project; that he will construct and maintain the said ditch in sufficient capacity to carry at least, if necessary, the said thirty inches of water per second of time; that the said ditch will also be constructed through the said cemetery and to be so constructed that water can be taken out on the highest point in said cemetery, and the party of the second part shall also construct the necessary dike to bring the water to said highest point.

The party of the second part shall have, in consideration of his constructing and maintaining the said ditch as aforesaid, the right to carry water through the said ditch through the said cemetery to his said land in the amount not exceeding the maximum of twenty inches. The said work to be done by the party of the second part in constructing the said ditch, as aforesaid, shall be done in the Autumn of 1920, if the survey to be furnished by the United States Reclamation

Service is completed, otherwise it shall be done prior to the beginning of irrigation in the Spring of 1921.

~~The party of the second part shall annually at the proper times clean in a good, workmanlike manner the said ditch and keep it in good condition.~~

It is agreed by the parties hereto that there is a possibility that the said canal running through the said cemetery will cause the ground therein to seep, and should the said cemetery ground seep in whole or in part and in the opinion of the directors of said Association it is necessary to construct a concrete flume to carry said water to prevent such seepage, then the party of the second part agrees to construct, within a reasonable time after he is requested so to do by the said directors, suitable concrete flume sufficient in size to carry the water for said cemetery and the said party of the second part. He shall also maintain the said flume in a good working condition.

This agreement is binding upon the successors of the said Cemetery Association and the successors, administrators, heirs and assigns of the party of the second part.

IN WITNESS WHEREOF the parties hereto have executed the aforesaid contract on the day and year first above written.

Seal
attest

The Crown Point Cemetery Association
W. A. Norton By _____
Secretary *President*

J. Dean McCrillis