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48-01
AGREEMENT

THIS AGREEMENT, Entered into this 26th day of May, 1983, between the City of Alamosa, hereinafter sometimes called, "City;" and

The Hickory-Jackson Ditch Company, hereinafter sometimes called, "Company;"

WITNESSETH:

THAT WHEREAS, City needs to improve its facilities for the removal of dangerous storm water which may arise, from time to time;

WHEREAS, Company is willing to make certain of its facilities available for the City's said purpose, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the premises, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City may use the Alamosa Ditch, property of the Hickory-Jackson Ditch Company, which runs through Alamosa, Colorado, as a facility to remove storm water from the City. In preparation of the same, the City may make the following changes in the Alamosa Ditch:

- a. May provide a rip-rap lining of the ditch at points of discharge of storm water;
- b. May install a total of three discharge lines on the ditch at locations to be determined by the City, between Ross Avenue and U.S. Route 285;

All of such permitted modifications in the ditch shall be done with good quality materials and in a workmanlike manner.

2. The City shall cut weeds on the tops and outside slopes of the ditch and shall spray the weeds on the ditch, between State Avenue west to the railroad tracks; all such maintenance shall be at the sole expense of the City, except for the chemicals to be sprayed, which shall be provided at the expense of the Company;

In addition, the City shall clean out regularly all sediment and debris resulting from the changes in the ditch permitted in paragraphs 1.a. and b. above.

3. This Agreement shall be in full force and effect for a period of 50 years from the date hereof, except:

- a. Company may terminate this Agreement prior to its automatic termination date, upon 30 days written notice, delivered to the City, should their ditch overflow because of excessive stormwater runoff which is caused by the City, or if their performance of this Agreement creates problems in pasture land downstream because of winter freezeups.
- b. In addition, the City may terminate this Agreement upon 30 days written notice to the Company.

4. All notices permitted or required to be given hereunder may be delivered personally or may be mailed by certified mail, return receipt requested, to an officer, board member, manager, or office manager at the principal office of the intended recipient. In the event of personal delivery, notice shall be considered complete upon receipt; in the event of notification by mailing, notice shall be deemed complete at the conclusion of the fifth business day following the date of posting.

IN WITNESS WHEREOF, The parties have hereinafter set their hands on the dates specified.

CITY OF ALAMOSA

By

Cliff Hartman
Cliff Hartman, Mayor

HICKORY-JACKSON DITCH COMPANY

By

Harry Lacy
President