

EASEMENT

THIS EASEMENT AGREEMENT (Easement) is dated the 21st day of June 2021 and is between the GRAND VALLEY IRRIGATION COMPANY, a non-profit corporation, whose mailing address is 686 26 Road, Grand Junction, CO 81506 (Grantor) and the CITY OF GRAND JUNCTION, a Home Rule municipality, whose address is 250 N. 5th Street, Grand Junction, CO 81526 (Grantee). Grantor and Grantee may separately be referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

- A. Grantor owns and operates the Grand Valley Canal in Mesa County, Colorado.
- B. Grantee is a home rule municipality.
- C. Grantee desires to obtain a non-exclusive easement described on Exhibit A and depicted by the drawing Exhibit B attached hereto and incorporated by this reference (Easement Area) within the right of way for the Grand Valley Canal for a sewer line subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

1. *Grant of Easement.* Grantor does hereby grant and quit claim to Grantee, subject to the terms and conditions of this Agreement, a non-exclusive easement (Easement) over and under the Easement Area.
2. *Scope of Easement.* The Easement may only be used to install, operate, repair, and maintain a sanitary sewer line pursuant to the City's 2020 Sewer Line Replacements, Project No. 902-F001639 dated August 26, 2020. The uses permitted under this Agreement may not be enlarged or expanded except upon a written amendment to this Agreement signed by both Parties. The Grantee shall not grant, convey, transfer, assign, or dedicate any right, title or interest in or to the Easement or Easement Area at any time to any third-party or utility without GVIC's express written consent.
3. *Uses; Subordination.* The Easement may be used by the Grantee and its' successors in interest to the Property for the purposes authorized by this Agreement. Grantor may use the Easement Area concurrently for any purpose related to the ownership, operation, maintenance, and repair of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. The Easement granted to Grantees hereunder shall at all times be subordinate to the right of Grantor to operate, maintain, and repair the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area, inclusive of the temporary interruption in the use of the Easement to allow for such activities.
4. *No Warranty; Assumption of the Risk.* Grantee acknowledges and agrees that the Easement granted hereby is without any warranty of any type whatsoever, whether express or implied, specifically including, but not limited to, warranties of title and the physical condition of the Easement Area and its suitability for the purposes authorized by this Agreement. Grantee further

acknowledges and agrees that it assumes all risk of loss or liability for bodily injury, death, or property damage arising from, caused by, or related to its use of the Easement including any known or unknown dangerous or hazardous conditions or physical conditions.

5. *Restrictions on Improvements.* Except for the installation of a sanitary sewer line, Grantee may not alter the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area; provided, however, nothing contained herein shall prevent the Grantor from making improvements or alterations to the Easement Area including the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area.
6. *Restrictions on Use.* Grantee shall not use the Easement in any manner to cause or result in any damage to or destruction of the Easement Area inclusive of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. Grantee shall not use the Easement in any manner that causes or results in any hindrance, interference, or obstruction of Grantor's operation, maintenance, or repair of the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area.
7. *Damage and Remedies.* Grantee shall promptly repair at its sole cost and expense any damage it causes to the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. Notwithstanding the foregoing, Grantor may repair without notice to Grantee any damage Grantee causes to the Easement Area or the Grand Valley Canal and its related or appurtenant facilities in or about the Easement Area. In the event Grantor repairs damage caused by Grantee, then Grantee shall reimburse Grantor for all of Grantor's costs and expenses paid or incurred for such repair, inclusive of internal administrative overhead and use of Grantor's equipment and machinery at the rates Grantor charges to third parties, within ten (10) days following notice of demand for such payment.
8. *Enforcement.* Grantee acknowledges and agrees that its' violation of any term or condition of this Agreement may cause irreparable injury to the Grantor for which it has no adequate remedy at law. In the event of Grantee's breach of any term of condition hereof, Grantor may seek equitable relief in the form of an injunction or specific performance in addition to the recovery of any damages suffered by Grantor. In the event Grantor commences legal proceedings to enforce this Agreement, then the court shall award to Grantor its costs and expenses incurred for the same including its reasonable attorney's fees and expenses.
9. *Indemnity.* Grantee shall indemnify and hold Grantor harmless from any loss, liability, property damage, bodily injury or death arising from or caused by Grantees' use of the Easement and the Easement Area, such indemnity to include Grantor's costs and attorney's fees to investigate, negotiate, settle, compromise, or litigate any such claim.
10. *Duration.* The Easement shall remain in effect until such time as Grantee abandons use of the Easement.
11. *Notice.* Notices shall be given in writing effective upon depositing the notice in the United States First Class Mail, postage prepaid, to the addresses of the Parties set forth in the first paragraph of this Easement.

12. *Benefit.* This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representative, successors and assigns.

DATED the year and date first written above.

GRAND VALLEY IRRIGATION COMPANY

By *Robert Raymond*
Robert Raymond, President

CITY OF GRAND JUNCTION

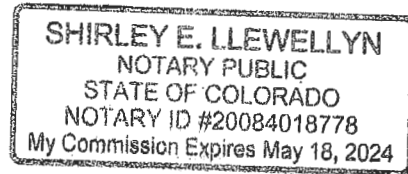
By *C.B. McDaniel*
C.B. McDaniel, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of June, 2021, by Robert Raymond as President of Grand Valley Irrigation Company.

Witness my hand and official seal.

My commission expires: 5-18-2024
Shirley E. Lewellyn
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 10th day of June, 2021, by C.B. McDaniel, as Mayor of the City of Grand Junction
Witness my hand and official seal

My commission expires: July 31, 2021
Selestina Sandoval
Notary Public

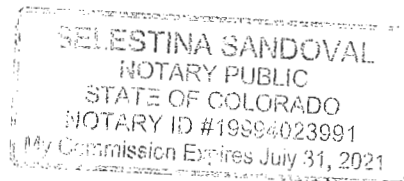


EXHIBIT A

A Parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 2, Township 1 South, Range 1 West of the Ute Meridian, State of Colorado, County of Mesa, lying entirely within the Grand Valley Irrigation Company (G.V.I.C.) Right of Way (ROW), said ROW described in Book 71, Page 430, Public Records of Mesa County, Colorado and said parcel being more particularly described as follows:

Commencing at the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 and assuming the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 bears S00°03'34"W with all other bearings contained herein being relative thereto; thence from said Point of Commencement S00°03'34"W along said West line a distance of 334.11 feet to the southernmost point of a ROW parcel described in a deed recorded under Reception Number 880900 also being a point on the east line of a ROW parcel described in a deed recorded under Reception Number 882967 said point also being the Point of Beginning; thence N26°23'04"E along the easterly line said Reception Number 880900 a distance of 6.00 feet to an angle point on the westerly line of a thirty (30) foot Utility Easement dedicated on the plat of Lakeside Subdivision Filing Number Two, a subdivision filed for record under Reception Number 1039892; thence along said westerly line of the thirty foot Utility Easement for the following two (2) courses; 1) S60°31'41"E a distance of 197.92 feet; 2) S15°13'54"W a distance of 297.99 feet; thence N74°46'06"W a distance of 27.42 feet to the Northeasterly bank of the G.V.I.C. canal; thence along said Northeasterly bank for the following three (3) courses; N14°43'59"E a distance of 212.00 feet; 100.50 feet along the arc of a curve to the left said curve having a radius of 82.80 feet, a central angle of 69°32'38" and a chord which bears N20°02'20"W a distance of 94.44 feet; thence N54°29'58"W a distance of 112.76 feet to a point on said West Line NE $\frac{1}{4}$ SE $\frac{1}{4}$ also being a point on said east line Reception Number 882967; thence N00°03'34"E a distance of 13.08 feet to the point of beginning.

Containing 0.313 Acres or 13636 Square Feet, more or less as described.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



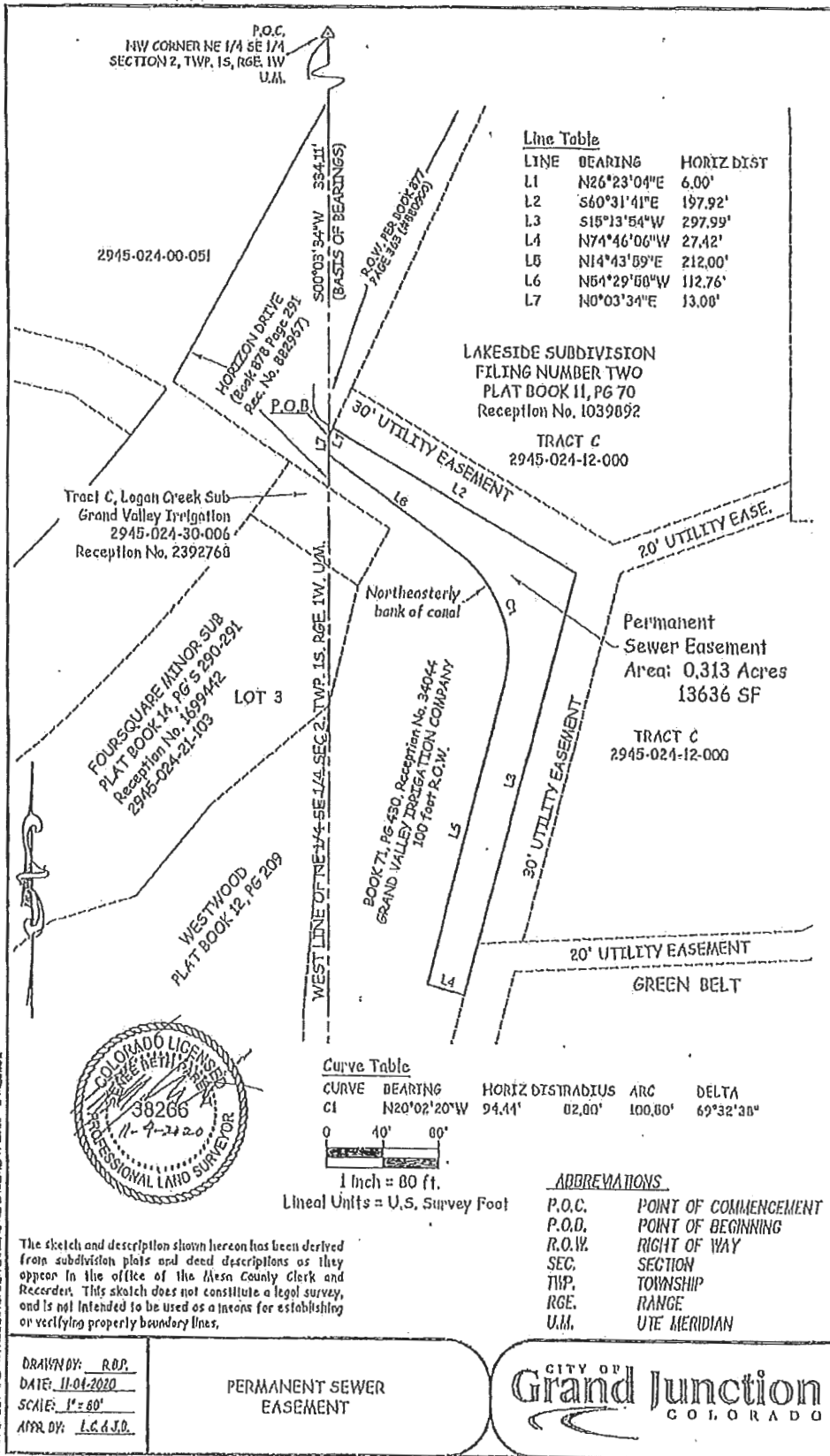
H:\AS-SEE PARENT\PROJECTS\SEWER LINE REPLACEMENT 2020 - LAKESIDE

DRAWN BY: R.P.P.
 DATE: 11-04-2020
 SCALE: N/A
 APP. BY: L.G.A.J.D.

PERMANENT SEWER
EASEMENT



EXHIBIT B

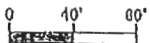


Line Table

LINE	BEARING	HORIZ DIST
L1	N26°23'04"E	6.00'
L2	S60°31'41"E	197.92'
L3	S15°13'54"W	297.99'
L4	N74°46'06"W	27.42'
L5	N14°43'59"E	212.00'
L6	N64°29'58"W	112.76'
L7	N0°03'34"E	13.00'

Curve Table

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA
C1	N20°02'20"W	94.41'	02.00'	100.80'	69°32'38"



1 inch = 80 ft.
Lineal Units = U.S. Survey Foot

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DRAWN BY: R.D.P.
DATE: 11-04-2020
SCALE: 1" = 80'
APP. BY: L.C. & J.O.

PERMANENT SEWER EASEMENT



LAKESIDE PERMANENT SEWER LINE REPLACEMENT 2220 - LAKESIDE

