

FWD91CAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: FRUITVALE WATER AND SANITATION
DISTRICT, BY CONLEY CAMPBELL, PRESIDENT; RONALD L. WARD
SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: FRUITVALE
WATER AND SANITATION DIST. LOT 3, CANNON SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1-2-92
Copy to: Peggy H.
Public Works

AGREEMENT

1586568 01:25 PM 11/20/91
MONIKA TODD CLERK MESA COUNTY CO
DOC EXEMPT

THIS AGREEMENT is entered into this 19th day of November, 1991, between the Fruitvale Water and Sanitation District, hereinafter referred to as the "District", and the City of Grand Junction, Colorado, hereinafter referred to as the "City".

Recitals

A. The District owns an easement for the installation and maintenance of an underground water and sewer line over and across the following described tract of land, to wit:

The East 10 feet of Lot 3, Cannon Subdivision, located in the SE1/4 NE1/4 of the SE1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, as recorded at Book 787 Page 200, Mesa County Clerk and Recorder's Office and dated September 23, 1960,

hereinafter referred to as the "Easement".

B. The City desires to utilize the Easement for the purpose of installing and maintaining an underground water pipeline.

C. The District has determined that such action would not at this time be detrimental to the District.

NOW, THEREFORE, in consideration of the promises and conditions contained herein to be kept by the parties hereto, it is hereby agreed as follows:

1. The District hereby grants to the City the right to install, operate and maintain a water pipeline on, along, over, under, through, and across the above described Easement.
2. The granting of this right does not in any way diminish the easement rights presently held by the District.
3. To the extent that the District currently owns and operates a sanitary sewer line in a 10 foot wide easement located east of and immediately adjacent to the above-referenced Easement, the City agrees that the rights herein granted shall be subordinate to the repair, maintenance and relocation of said sewer line, or any other task the District deems necessary to preserve the integrity of said sewer line, and further agrees to reasonably cooperate with the District in accomplishing such tasks.
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns.

