

GRA78LBK

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION
COMPANY BY: RICHARD K. FREY (PRESIDENT) ROBERT M. HEUDERSON
(SUPERINTENDENT) AND SHIRLEY G. STOCKER (SECRETARY)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LITTLE
BOOKCLIFF DR WALKWAY BRIDGE ACROSS MAIN LINE CANAL

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1978

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

OCT 13 1978

EARL SAWYER, RECORDER

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EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 1978, by and between GRAND VALLEY IRRIGATION COMPANY, hereinafter known as the First Party, and the CITY OF GRAND JUNCTION, hereinafter known as the Second Party;

W I T N E S S E T H:

THAT WHEREAS, the Second Party wishes to provide a walkway across the Main Line Canal of the First Party at Little Bookcliff Drive; and

WHEREAS, the First Party is willing to grant such easement under the restrictions, terms and conditions as herein contained;

NOW, THEREFORE, IT IS AGREED:

1. That this walkway bridge shall be constructed in the manner according to accompanying plans and specification, generally so as to provide at least one foot clearance between the normal top flow of water and the bottom of said walkway.
2. The Second Party agrees to provide protective fencing both across the canal section and both ends of said walkway bridge.
3. The Second Party agrees to indemnify and hold free and harmless the First Party from any and all damages which may be suffered by any landowners or occupants as a result of flooding or any other damage which is or may be caused, by the installation or maintenance of the walkway bridge of Second Party across the easements, including court costs and attorney's fees incurred by the First Party, in defending against any such claims, suits and demands.
4. Any items that may catch on the piers under this walkway such as debris, brush, trees or general trash will be removed immediately by the Second Party or should the First Party have to clean these piers, the Second Party will be billed and will submit payment within thirty (30) days.
5. The parties hereby mutually agree, however, that nothing herein contained shall be construed to prevent the First Party from

doing and performing any maintenance work on or in its canal which the First Party may in its sole discretion deem proper to desirable; provided, however, that the First Party shall perform such work so as to reasonably protect the bridge where that is possible.

6. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date hereinabove mentioned.

GRAND VALLEY IRRIGATION COMPANY



By: Richard W. Lay
President

By: Robert M. Henderson
Superintendent

Charley D. Stocker
Secretary

CITY OF GRAND JUNCTION

Attest:

Walter B. Lockhart, CMC
City Clerk

By: James E. Wysocki
City Manager