

GRA84PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION
COMPANY, BY: LEHMAN POND (PRESIDENT) AND DEBBIE J. CLARK
(SECRETARY)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SEWER
CROSSING INDEPENDENT RANCHMAN'S DITCH AT COMMERCE BLVD. AND
F ROAD [PATTERSON]

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1984

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 22nd
day of May 1984, by and between the GRAND VALLEY
IRRIGATION COMPANY, hereinafter known as first party, and City of Grand
Junction, a municipal corporation hereinafter known as second party:

WITNESSETH:

WHEREAS, the Second Party to provide sewer service requires
an easement for the installation and maintenance of a sewer line across
portions of the canals of the first party; and

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

NOW, THEREFORE, in consideration of the mutual covenants
hereinafter contained ^{RmtH} ~~and the payment of \$100.00, the receipt of which
is hereby acknowledged~~, it is agreed as follows:

1. The First Party hereby sells and quit claims to the Second
Party, an easement for the installation and maintenance of an under-
ground sewer pipeline over and across the following described property,
to-wit:

Commerce Boulevard at Independent Ranchman's Ditch,
south of F Road, within the limits of the City of
Grand Junction, County of Mesa, State of Colorado.

2. In consideration of the granting of the above easements,
the Second Party agrees as follows:

a. To commence construction of the sewer line immediately,
according to plans and specifications submitted to the First Party, and
to complete said construction on or before June 22, 1984.

b. Upon completion of construction to repair and replace
any and all ditch banks or ditch beds and any other portion of the
premises to their original condition.

c. 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 sewer line of the
second party across the easements.

3. The second party shall have no right to perform any
excavation for the maintenance of its sewer line across, over or under

the canal of the first party at any time when first party is running water through its canal.

In the event of a breakage of second partys' sewer line, second party shall be responsible for such breakage and all damages caused thereby, and the second party agrees at all times to hold the first party free and harmless from any and all damages and claims, suits and actions which may be brought against first party by reason of any breakage or leakage of second partys' sewer line, including court costs and attorney's fees incurred by first party in defending against any such claims, suits and demands.

4. The parties hereto mutually agree that the first party shall not be responsible in any manner whatsoever for the breakage of said sewer line or interruption of sewer services of the second party occurring within the area of the easement granted by this instrument, except as caused by negligence of first party or its agents. Provided, 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 or desirable and irrespective of whether such maintenance work shall interrupt sewer service provided by second party, it being the intention of this agreement that the easement hereby granted second party is in all ways subordinate to the right and duty of first party to maintain its canal.

THIS AGREEMENT shall extend to and be binding upon the successors and assigns of the parties hereto.

GRAND VALLEY IRRIGATION CO.

By Lehman Pond
President

ATTEST:

Delvin J. Clark
Secretary

CITY OF GRAND JUNCTION
By James E. Patterson
Director of Public Works & Utilities

