

GVI71FRD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION, V.A
MEEK, PRESIDENT; AND SHIRLEY G. STOCKER AND CITY SANITARY
IMPROVEMENTS DISTRICT 28-71

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: F ROAD
BETWEEN 7TH STREET AND 12TH STREET RIGHT-OF-WAY SS 28-71

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1971

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 22^d day of February, 1971, by and between GRAND VALLEY IRRIGATION CO., hereinafter known as First Party, and the CITY OF GRAND JUNCTION, COLORADO, SANITARY IMPROVEMENTS DISTRICT 28-71, hereinafter known as Second Party:

WITNESSETH:

WHEREAS, the Second Party, to provide sewer service along "F" Road between Seventh Street and Twelfth Street and parallel and adjacent to the Grand Valley Canal; and along Seventh Street North of Horizon Drive 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 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 underground sewer pipeline across the following described property, to-wit:

A strip of land 20.0 feet wide being 10.0 feet on either side of centerline of sewer line on "F" Road just North of the bridge over the Grand Valley Canal, extending from the East Right-of-Way line to the West Right-of-Way line of the Grand Valley Irrigation Company Canal, also paralleling the Canal Northerly for a distance of 800 feet

And Also

A strip of land 20.0 feet wide being 10.0 feet on either side of centerline of a sewer line on Seventh Street just East of the bridge over the Grand Valley Canal, extending from the South Right-of-Way line to the North Right-of-Way line of the Grand Valley Irrigation Company

as shown on plans submitted herewith to the Grand Valley Irrigation Company.

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 April 1, 1971.

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 Party's 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 Party's 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 party of the first 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 COMPANY

By V. A. Meek
President

ATTEST:

[Signature]
Secretary

CITY OF GRAND JUNCTION, COLORADO

By [Signature]
City Manager

ATTEST:

Neva B. Lockhart (SEAL)
City Clerk

STATE OF COLORADO)
COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this 16th day of March, 1971, by Grand Valley Irrigation Co., by V. A. Meek its President and Shirley D. Stocker its Secretary, and the City of Grand Junction, Colorado, by Richard N. Gray, City Manager and Neva Lockhart, its City Clerk.

Witness my hand and official seal.

Neva B. Lockhart
Notary Public

My commission expires: July 14, 1974