

GVI79WAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (PERPETUAL)**

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION
COMPANY

PURPOSE: THE CITY DESIRES TO OBTAIN AN EASEMENT
15 FEET IN WIDTH WITHIN THE GRAND VALLEY CANAL BANK ROADWAY
FOR THE PURPOSE OF THE CITY'S INSTALLATION AND MAINTENANCE
OF A WATER TRANSMISSION LINE

ADDRESS: 32 ROAD - SOUTH OF THE CANAL BANK

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1979

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

JAN 5 1979

1181 366

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 3 day of January, 1979, by and between GRAND VALLEY IRRIGATION COMPANY, hereinafter referred to as "Grand Valley", and CITY OF GRAND JUNCTION, Colorado, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, the City desires to obtain an easement 15 feet in width within the Grand Valley Canal bank roadway for the purpose of the City's installation and maintenance of a water transmission line;

NOW, THEREFORE, in consideration of the mutual promises set forth hereinafter, the parties agree as follows:

1. Grand Valley hereby grants unto the City a perpetual easement over and across the Grand Valley Canal bank roadway for the installation and maintenance of a water transmission line, said easement being more particularly described as follows:

A strip of land 15 feet in width situate in Mesa County, Colorado, lying 7.5 feet on either side of a centerline which is situate South of and parallel to the South bank of the Grand Valley Canal and runs Westerly a distance of 6,000 feet from the West boundary of the right-of-way for 32 Road in Mesa County, Colorado, the centerline for said easement being not less than 10 feet in distance South of the South canal bank of the Grand Valley Canal.

2. The City shall construct within the easement granted hereunder a water transmission line in accordance with those Contract Documents including Detailed Construction Specifications for the Clifton Water Transmission Line heretofore furnished to Grand Valley, which Contract Documents are incorporated herein by reference. Construction for the water transmission line shall commence immediately and be completed no later than March 15, 1979, 1979. Further, in connection with the construction of the water transmission line, the City agrees as follows:

A. At no time will the City's construction of the water transmission line hinder or interfere

with the operation and maintenance of the Grand Valley Canal including, without limitation, the flow of water therein and the ability of Grand Valley to inspect the canal, canal banks and headgates;

B. Upon completion of the construction of the water transmission line, the City shall restore to original condition the canal banks, canal bed, canal bank roadway, headgates, pipes, pipelines and appurtenant facilities. The removal and re-installation of headgates, pipes, pipelines and appurtenant facilities shall be governed by separate agreement executed contemporaneously herewith; and

C. The City shall indemnify and hold Grand Valley harmless from any and all damages arising as a result of, or in connection with, the construction, installation, use and maintenance of the water transmission line, whether conducted by the City or third parties, said indemnity to include Grand Valley's court costs and attorneys' fees in investigating, negotiating, settling or defending any claims, suits or demands of any type whatsoever asserted against Grand Valley.

3. It is the intent of the parties hereto that the easement granted hereunder shall be subordinate to the rights and obligations of Grand Valley to maintain and operate the Grand Valley Canal. Accordingly, the parties agree:

A. Grand Valley shall have no liability to the City, or any other third party, for breakage of the water transmission line or interruption of water service of the City occurring within the area of the easement granted hereunder because of Grand Valley's operation and maintenance of the Grand

Valley Canal, including repairs made to the head-gates, pipes, pipelines and related facilities, excepting for the negligence of Grand Valley agents or employees; and

B. Nothing contained herein shall be construed to prevent Grand Valley from doing or performing any maintenance work on or within its canal which Grand Valley may in its sole discretion deem proper or desirable and irrespective of whether such maintenance shall interrupt water service provided by the City.

4. The terms and provisions hereof shall inure to the benefit of and be binding upon the respective parties' successors and assigns.

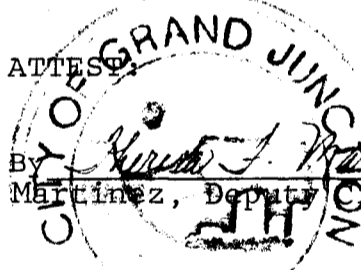
IN WITNESS WHEREOF, the parties set their hands and seals the day and year first above written.



By Shirley K. Stocker
Shirley K. Stocker,
Secretary

GRAND VALLEY IRRIGATION COMPANY

BY Richard K. Fry
Richard K. Fry, President



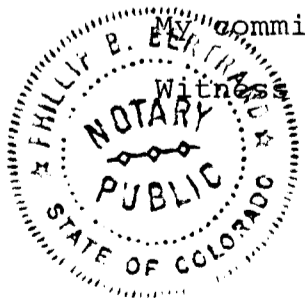
By Theresa F. Martinez
Theresa F. Martinez, Deputy City Clerk

CITY OF GRAND JUNCTION

BY James E. Wysocki
James E. Wysocki, City Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3 day of January, 1979, by Richard K. Fry, as President, and Shirley K. Stocker, as Secretary, of Grand Valley Irrigation Company.



My commission expires: Nov 30, 1981

Witness my hand and official seal.

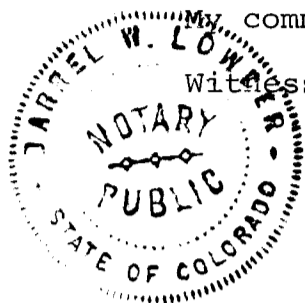
Phillip B. Bertrand
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3rd day of January, 1979, by James E. Wysocki, City Manager, and Theresa F. 1, City Clerk, of the City of Grand Junction, Colorado. Martinez, Deputy

My commission expires: January 21, 1980.

Witness my hand and official seal.



Darrel W. Lowder
Notary Public