

GVI81WLN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PERPETUAL EASEMENT OVER AND ACROSS THE
HIGHLINE GRAND VALLEY CANAL AND ROADWAY FOR THE INSTALLATION
OF AN 8" WATER LINE

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION
COMPANY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 5th
day of May 1981, by and between the GRAND VALLEY IRRIGATION
COMPANY, hereinafter known as Company and the CITY OF GRAND JUNCTION,
hereinafter known as City: WITNESSETH:

WHEREAS, the City desires to obtain an easement across the
Canal of the Company, to wit:

(See attached plat-legal description of water line crossing canal)

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

1. Company hereby grants unto the City a perpetual easement
over and across the Company Canal and roadway for the installation
of a water line.

a. At no time will the water line hinder or interfere
with the operation and maintenance of the Company including,
without limitation, the flow of water therein and the ability
of Company to inspect the Canal, canal banks, or anything
pertaining to Company business.

b. The City shall indemnify and hold harmless the
Company from any and all damages arising as a result of,
or in connection with the use and maintenance of the water
line; said indemnity to include Company's court costs and
attorneys' fees in investigating, negotiating, settling or
defending any claims, suits or demands of any type
whatsoever asserted against Company.

c. It is the intent of the parties hereto that the
easement granted hereunder shall be subordinate to the rights
and obligations of Company to maintain and operate the
Company Canal.

d. Nothing contained herein shall be construed to prevent
Company from performing any maintenance work on or within its
canal or canal banks which Company may in its sole discretion
deem proper or desirable and irrespective of whether such
maintenance shall interrupt water service provided by the City, except
interruption caused by negligence of Company or its agents.

The terms and provisions hereof shall insure to the
benefit of and be binding upon the respective parties/^{their} successors
and assigns.

GRAND VALLEY IRRIGATION COMPANY

Richard H. Fry
President

ATTEST:

Shirley J. Stockers
Secretary

Robert M. Henderson
Superintendent

THE CITY OF GRAND JUNCTION

James Z. Wyszcki

ATTEST:

Kerisa E. Masten
Dep. Clerk

An 8-inch water line crossing of the Highline Grand Valley Canal. The centerline of the crossing begins at a point on the east right-of-way line of the Canal from whence the Southeast Corner of the NW 1/4 SE 1/4 Section 2, T1S, R1W bears S 9°38' W, 402.0 feet; thence N 66°34' W, 109.4 feet to the west right-of-way line. The line will be installed by T.L. Benson, Inc. and given to the City of Grand Junction upon completion.

