

GVI82PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: 15 FOOT EASEMENT FOR PEDESTRIAN WALKWAY  
RUNNING PARALLEL TO PATTERSON ROAD ALONG THE SOUTH BANK OF  
THE INDEPENDENT RANCHMEN'S DITCH FROM THE INTERSECTION OF  
FIRST STREET AND PATTERSON ROAD TO A PLACE WHERE MEANDER  
DRIVE EXTENDS ACROSS PATTERSON ROAD AND SAID DITCH

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION  
COMPANY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 4<sup>th</sup> day of March, 1982, by and between the GRAND VALLEY IRRIGATION COMPANY, a Colorado non-profit mutual irrigation corporation, hereinafter known as "Company", and the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter known as "City".

W I T N E S S E T H:

WHEREAS, the City desires to obtain an easement along portions of the Independent Ranchmen's Ditch owned and operated by the Company, to wit:

A fifteen (15) foot easement for a pedestrian walkway running generally parallel to Patterson Road (Mesa County, Colorado) along the South bank of the Independent Ranchmen's Ditch from the intersection of First Street and Patterson Road to a place where Meander Drive extends across Patterson Road and said ditch.

WHEREAS, said walkway will be for the use of the general public, and especially elementary age school children.

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

1. The Company hereby grants to the City an easement over the property described in the first recital hereof for the purpose of constructing, maintaining and repairing a public pedestrian walkway subject to the following:

A. Prior to construction, the City shall prepare and furnish to the Company plans and specifications of the walkway showing its location, design, elevation, materials and construction. The Company shall have the right to approve these plans as to their safety and effect on the Company's use and maintenance of the Independent Ranchmen's Ditch.

B. The walkway shall not hinder or interfere with the operation and maintenance of the Independent Ranchmen's Ditch by the Company including, without limitation, the flow of water therein and the ability of the Company to inspect, clean, slope, repair and maintain the ditch and ditch banks, or anything pertaining to the ditch.

C. The City shall indemnify and hold the Company harmless from any and all damages arising from or in connection with the use and maintenance of the pedestrian walkway including bodily injury, death or property damage,

said indemnity to include the Company's court costs and attorney's fees in investigating, negotiating, settling or defending any claims, suits or demands of any type whatsoever asserted against the Company or its employees.

2. It is the intent of the parties hereto that the easement granted hereunder shall be subordinate to the rights and obligations of the Company to maintain and operate the Independent Ranchmen's Ditch. It is further agreed that this easement shall be in effect only so long as the walkway shall be used by the City for public pedestrian purposes. At such time as the walkway is not needed by the City, or the City ceases to use the walkway, then this easement shall terminate.

3. Nothing contained herein shall be construed to prevent the Company from performing any maintenance work on or within its ditch or ditch banks which the Company may in its sole discretion deem proper and desirable and irrespective of whether such maintenance shall interrupt use of the walkway.

4. The City shall maintain and repair the walkway in a safe and orderly manner for the use of the general public, and especially elementary age school children. In the event the City fails to repair and maintain the walkway in a safe and orderly manner, the Company may, but shall have no obligation to, conduct such repairs and maintenance and recover the cost thereof from the City.

5. In the event either party seeks to enforce any part of this Easement Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, in connection therewith.

6. This easement shall inure to the benefit of and be binding upon the parties' legal successors, representatives and assigns.

Dated the year and date first above written.

ATTEST:

Shirley G. Stocker  
Shirley G. Stocker,  
Secretary

GRAND VALLEY IRRIGATION COMPANY,  
a Colorado non-profit mutual  
irrigation corporation

BY Richard K. Fry  
Richard K. Fry, President

ATTEST:

Neva B. Lockhart, CMC  
Neva Lockhart, City Clerk

CITY OF GRAND JUNCTION, a  
municipal corporation

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

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

The foregoing document was acknowledged before me on the 4<sup>th</sup> day of March, 1982, by Richard K. Fry, as President, and Shirley G. Stocker, as Secretary, of the Grand Valley Irrigation Company, a Colorado non-profit mutual irrigation corporation.

My commission expires: 2/24/85.

Witness my hand and official seal.

Phil B. Bertrand  
Notary Public

688 - 2<sup>c</sup> Rd. Grand Jct. Co.  
Address

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me on the 3 day of March, 1982, by James E. Wysocki, as City Manager, and Neva Lockhart, as City Clerk, of the City of Grand Junction, a Municipal corporation.

My commission expires: 6-13-83.

Witness my hand and official seal.

Theresa E. Martinez  
Notary Public

250 N. 5th St. Grand Jct. Co.  
Address