

GVI83COM



TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: INSTALLATION AND MAINTENANCE OF  
UNDERGROUND SEWER LINE CROSSING THE INDEPENDENT RANCHMAN'S  
DITCH RIGHT-OF-WAY ON THE SOUTH SIDE OF PATTERSON ROAD AT  
COMMERCE BOULEVARD WITHIN EXISTING ROAD RIGHTS-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION  
COMPANY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

124 100 743

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 30<sup>th</sup>  
day of March 19 83, by and between the GRAND VALLEY  
IRRIGATION COMPANY, hereinafter known as first party, and the CITY  
OF GRAND JUNCTION, 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 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:

*JEP.*  
*3-27-83*

Crossing the Independent Ranchman's Ditch right-of-way on the south  
side of Patterson Road @ Commerce Boulevard within existing road rights-  
of-way.

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 March 25, 1983.

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 Richard W. Fay  
President

ATTEST:

Shirley G. Stocker  
Secretary

CITY OF GRAND JUNCTION

By James E. Patten Jr.  
PUBLIC WORKS DIRECTOR

ATTEST:

Neva B. Lockhart, CMC  
City Clerk

STATE OF COLORADO )  
 )  
COUNTY OF MESA ) ss.

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of March 1983, by the Grand Valley Irrigation Co.,  
by Richard K. Fry its President and Shirley G. Stocker  
its Secretary, and \_\_\_\_\_

Witness my hand and official seal.

Phil B. Bertrand  
Notary Public  
688-26 Road.  
h.g. Co. 81501

My commission expires:

2/24/85

STATE OF COLORADO )  
 )  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 29  
day of March, 1983, by the City of Grand Junction  
by James E. Patterson & Nera B. Lockhart.

Witness my hand and official seal.

Teresa S. Martini  
Notary Public

My commission expires: June 13, 1983.