

GVI83PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PERTPETUAL EASEMENT AND UTILITY RIGHT-OF-WAY FOR THE PURPOSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR AND REPLACEMENT OF AN UNDERGROUND DRAINAGE PIPELINE AND ALL APPURTENANCES WITH RIGHTS OF INGRESS AND EGRESS

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): THE SERVICE ROAD ALONG THE NORTHERLY BANK OF THE GRAND VALLEY CANAL RIGHT-OF-WAY EXTENDING SOUTHEASTERLY FROM THE INTERSECTION OF SAID CANAL WITH PATTERSON ROAD TO THE INTERSECTION OF SAID CANAL WITH 12TH STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 2nd day of June, 1983, by and between the GRAND VALLEY IRRIGATION COMPANY, hereinafter referred to as "Grand Valley," and the CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City desires to obtain an easement along and within the northerly bank of the Grand Valley Canal service road between Patterson Road and 12th Street for the purpose of installation, maintenance, and access to an existing drainage line which parallels the southern border of the Village Fair Subdivision along said canal bank; and

WHEREAS, Grand Valley is willing to grant said easement subject to the terms, conditions, and restrictions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and of the payment of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grand Valley, the parties agree as follows:

1. Grand Valley hereby grants to the City a non-exclusive perpetual easement and utility right-of-way for the purpose of installation, use, maintenance, repair and replacement of an underground drainage pipeline and all appurtenances necessary thereto, together with reasonable rights of ingress and egress, over, under, along and across the following described property, to-wit:

The service road along the northerly bank of the Grand Valley Canal Right-of-Way extending southeasterly from the intersection of said Canal with Patterson Road to the intersection of said Canal with 12th Street, in the City of Grand Junction, Mesa County, Colorado.

Prior to installation, the City shall submit plans and specifications of the underground drainage pipeline for Grand

Valley's approval, which approval will not be unreasonably withheld.

2. The City agrees that it will promptly repair and replace all canal banks, canal beds, roadways, headgates or any other portions of the premises to their original condition whenever they are damaged as a result of the installation, use, maintenance, or replacement of said pipeline. If the City fails to promptly make such repairs, Grand Valley may make such repairs and recover the costs of repairs from the City.

3. The City will indemnify and hold harmless Grand Valley from any damages, claims, suits or demands, by third parties of whatever nature arising out of or resulting from the installation, use, maintenance, or replacement of said pipeline, said indemnity to include Grand Valley's court costs and attorneys' fees incurred in the investigation, negotiation, settlement, or defense of any such damages, claims, suits, or demands.

4. The parties intend by this Easement Agreement that any rights hereby accorded to the City are entirely subordinate to the rights and obligations of Grand Valley to operate and maintain the Grand Valley Canal.

5. The City agrees that at no time will the installation, use, maintenance, or replacement of the drainage 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 and repair the canal, canal banks, canal beds, and headgates.

6. The parties agree that Grand Valley shall not be responsible in any manner whatsoever for the breakage of said drainage pipeline or the interruption of drainage service of the City occurring in the area of the easement resulting from Grand Valley's operation and maintenance of the Grand Valley Canal, including maintenance, inspections, and repairs to headgates, pipes, pipelines, and related facilities, except to the extent

caused by or resulting from the negligence of Grand Valley or its agents and employees.

7. In the event either party seeks to enforce any provision hereof by legal proceedings, the prevailing party in such proceedings shall be entitled to an award of its reasonable attorneys' fees incurred therein.

8. This Easement Agreement shall inure to the benefit of, and be binding upon, the successors, legal representatives, and assigns of the parties hereto.

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

ATTEST:

GRAND VALLEY IRRIGATION COMPANY

Shirley L. Stocker

By Richard K. Fry
President

ATTEST:

CITY OF GRAND JUNCTION

Meva B. Lockhart, CMC
City Clerk

By James E. Wyszocki
City Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 1983, by Richard K Fry, as President and by Shirley L Stocker, as Secretary of the Grand Valley Irrigation Company.

Witness my hand and official seal.

My commission expires: 2-24-85.

Phil B Bertrand
Notary Public
Address: 688-26 Road
Grand Jct., Co 81501

The foregoing instrument was acknowledged before me this 24th day of MAY, 1983, by James E. Wysocki as City Manager and by Neva B. Lockhart as City Clerk of the City of Grand Junction.

Witness my hand and official seal.

My commission expires: JANUARY 21, 1984.


Notary Public

Address: 250 NORTH 5th STREET
GRAND JUNCTION, CO. 81501