

GVI85265

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: GRAND VALLEY IRRIGATION
COMPANY

PURPOSE: BRIDGE AND CANAL RELOCATION - THE
WIDENING A BRIDGE AT APPROXIMATELY 26.6 ROAD AND F ROAD -
THE BRIDGE SPANS THE CANAL OF THE COMPANY, IN THE EXPANSION,
A GREATER AREA OF THE CANAL WILL BE CROSSED; REMOVAL AND
REPLACEMENT OF UTILITY FACILITIES HANGING ON THE OLD BRIDGE
WILL OCCUR; A RELOCATION AND LINING WILL BE REQUIRED, AND A
RELOCATION OF AN EXISTING SEWER FORCE MAIN WILL BE MADE,
ALL AS APPEAR GENERALLY IN EXHIBIT A AND MADE A PART OF THIS
EASEMENT AGREEMENT

ADDRESS: F ROAD / 26.6 RD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1985

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made and entered into this 7th day of February, 1985, by and between the GRAND VALLEY IRRIGATION COMPANY, a Colorado non-profit mutual irrigation corporation, hereinafter "Company", and the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter "City";

RECITALS:

The City is widening the bridge at approximately 26.6 and F Road in the City. The bridge spans the canal of the Company. In the expansion, a greater area of the canal will be crossed; removal and replacement of utility facilities hanging on the old bridge will occur; a relocation and lining of the canal will be necessary; relocation of some headgates will be required, and a relocation of an existing sewer force main will be made, all as appear generally in Exhibit A attached and made a part of this EASEMENT AGREEMENT and as more specifically appears in the construction documents furnished the Company by the City. Agreement is needed as to the construction of the project and provision of provide easements for continued use of the facilities involved.

In consideration of ONE HUNDRED DOLLARS (\$100.00) paid by the City to the Company for relocation of the sewer force main and the following covenants, IT IS, THEREFORE, AGREED:

1. The Company agrees that the City, at the City's expense, may perform the work in accordance with the plans, or as they may be altered by agreement of the parties and gives and grants to the City, its successors and assigns, easement for the construction and use of the facilities described, subject to the following:

a. It is understood and agreed that prior to construction the City has prepared and furnished to the Company plans and specifications of the work to be performed showing location, design and construction.

b. The facilities shall not hinder or interfere with the operation and maintenance of the canal 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 canal and canal banks, or anything pertaining to the canal. To permit and control access to the reconstructed portion of the canal, the City will provide a curb cut, controlled by a gate off F Road at approximately Eighth Street. In addition, the City will provide a curb cut to permit access to the southern bank of the canal off of Eighth Street.

c. The City shall indemnify and hold harmless from any and all damages arising from or in connection with the construction, use and maintenance of the facilities, including bodily injury, death or property damage, said indemnity including the Company's court costs and attorney's fees, if any, in investigating or defending any claims, suits or demands asserted against the Company.

d. The City shall operate and maintain the facilities.

e. The work is to be completed on or before March 31, 1985, and the Company will not turn any irrigation water into the canal before that date.

f. The City agrees to keep clean the 12-inch pipeline of the Company running under F Road from headgate 251A in the canal to serve users from the canal.

g. Nothing contained herein shall be construed to prevent the Company from performing any maintenance work on or within the canal or canal banks which the Company, in its sole discretion, deems proper and desirable, using reasonable care.

2. This EASEMENT AGREEMENT shall inure to the benefit of and be binding upon the parties and their successors, representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and date last above written.

GRAND VALLEY IRRIGATION COMPANY
"Company"

Attest:

By: Lehman Pond
President

William J. Clark
Secretary

CITY OF GRAND JUNCTION
"City"

Attest:

By: Mark K. Achen
Mark K. Achen, City Manager

Neva B. Lockhart
City Clerk
by Sherrie S. Martens
Deputy City Clerk
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"EXHIBIT A"

F 26.6 RD. Bridge and Canal Relocation

