

MEK71LRY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION CO.,  
V.A. MEEK, PRESIDENT, AND SHIRLEY G. STOCKER, SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 260 PIPE  
LINE DITCH AND LOREY DRIVE RIGHT-OF-WAY SS 28-71

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1971

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this Sixth day of May, 1971, by and between GRAND VALLEY IRRIGATION CO., hereinafter known as first party, and the CITY OF GRAND JUNCTION, COLORADO, hereinafter known as second party:

WITNESSETH:

WHEREAS, the second party is to provide sewer service along Lorey Drive, Overlook Drive and various other streets and roads in Pomona View Subdivision, Encanto Knolls Subdivision and First Fruitridge Subdivision and 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 underground sewer pipeline across the following described property, to-wit:

A portion of Section 10, Township 1 South, Range 1 West, N.M.P.M., more particularly described as follows:

A twenty foot (20') wide permanent easement lying ten feet (10') on either side of the following described centerline:

Beginning at the intersection of the Grand Valley Irrigation Company, 260 Pipe Line Ditch, and Lorey Drive; Thence parallel to and ten feet (10') distant Southerly and Westerly as measured at right angles of the centerline of the concrete paved irrigation ditch, known as the 260 Pipe Line Ditch, in a Southwesterly, Northwesterly, and Northeasterly direction along the said ditch to the North boundary line of Valley Heights Subdivision, the easement lies within the roadway utilized by Grand Valley Irrigation Company for maintenance of said ditch, said roadway being generally recognized as belonging to the Grand Valley Irrigation Company

as shown on plans submitted herewith to the Grand Valley Irrigation Company.

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 \_\_\_\_\_.

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 party's 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 party's sewer line, including court costs and attorney's fees incurred by first party 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 party of the first 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 COMPANY

By *V. C. Wick*  
President

ATTEST:

*Richard J. Strickland*  
Secretary

CITY OF GRAND JUNCTION, COLORADO

By *W. D. Day*  
City Manager

ATTEST:

*Wanda S. Lockhart*  
City Clerk

