

MEK768TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

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

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: EASEMENT  
AGREEMENT 8TH STREET AND PATTERSON ROAD FOR INSTALLATION  
AND MAINTENANCE OF A SEWERLINE WITHIN THE GRAND VALLEY CANAL  
RIGHT OF WAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1976

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

JAN 9 1976

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STATE OF COLORADO, COUNTY OF MESA  
RECORDED AT 9:30 O'CLOCK A M  
RECEPTION NO. 1100290 EARL SAWYER, RECORDER

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 7 day of January, 1976, 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, to provide a Force Main Sewer service North along the South bank of the Grand Valley Canal between it's intersection with North 8th Street, thence Northwesterly in the right-of-way to Patterson Road which requires an easement for the installation and maintenance of a sewer line within the canal right-of-way 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 TEN DOLLARS (\$10.00) and other valuable considerations the receipt whereof 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 underground sewer pipeline across the following described property:

A strip of land 20.0 feet wide being 10.0 feet on either side of centerline of Force Main Sewer line parallelling the South bank of the Grand Valley Canal Northerly for a distance of 400 feet, as above described.

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 April 12, 1976.

(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 First Party for any damages First Party may suffer as a result of the installation and maintenance of the line. To save and hold harmless First Party from any claims or demands of whatever nature arising out of the installation, use and maintenance of the line made by others including court costs and attorney's fees incurred by First Party in defending against any such claims, suits or demands.

3. 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

