

RDL82GOA

TYPE OF RECORD: PERMENENT

CATEGORY OF RECORD: EASEMENT [LICENSE]

NAME OF AGENCY OR CONTRACTOR: REDLANDS WATER AND POWER  
COMPANY; LOUIS BRACH, PRESIDENT AND JAMES P. RANKIN  
SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GOAT  
WASH/MAC AJON WASH INTERCEPTOR SEWER REDLANDS RIGHT-OF-WAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

LICENSE

THIS AGREEMENT Made and entered into as of the 22<sup>nd</sup> day of September, 1982, by and between REDLANDS WATER AND POWER COMPANY, Grand Junction, Colorado, a Colorado nonprofit corporation, hereinafter referred to as "Redlands" or "Licensor", and the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as "City" or "Licensee";

WITNESSETH:

The City is constructing a sewer line which will cross diverse properties in Mesa County, Colorado, including property of Redlands; and

The City, although possessing the power of eminent domain with regard to such crossing, desires to obtain a license from Redlands where its sewer line will cross under any canals or ditches of Redlands; and

Redlands is willing to grant such license under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the promises hereinafter made, the parties agree as follows:

1. Areas to be crossed. The areas of Redlands' property to be crossed are noted in red on the attached map marked Exhibit "A".
2. Warranty of work. All work to be performed by City or its independent contractor shall be warranted to be done in a good and workmanlike manner, employing good engineering practice and sound methods of soil compaction so as to avoid any leak by City's line or damage to canals and other property of Redlands or third parties.
3. Indemnity. In the event of any damage to persons or property of Redlands after such completion, City shall indemnify and hold harmless Redlands from such damage. In the event the existence of City's line causes any damage to

*Copy to Redlands, Grand Junction 11-2-82*

third parties who make any demands or claims or bring any action or other proceeding against Redlands by virtue of such damage, then City agrees to indemnify and hold harmless Redlands from such claim, demand, action or proceeding, including payment of all costs incurred, including attorney fees. This paragraph shall survive any warranty referred to above in paragraph 2.

4. Location and Notice. Prior to any construction, City or its contractor shall give reasonable notice to the Superintendent of Redlands so that the construction will not interfere with work or projects of Redlands at the construction site. In the event of conflict of activity at any proposed site, both parties shall work together to see that the projects of each are completed in timely fashion without undue delay being caused by either.

5. Relocation of City's line. In the event Redlands desires to deepen, relocate or otherwise change its canals or road right-of-way, and such changes will necessitate a relocation or adjustment to the placement of City's line, then City agrees to relocate or adjust, at its sole cost and expense, its line in a timely fashion so as not to interfere with Redlands' project. Such relocation shall be done in a good and workmanlike manner and shall comply with all terms of this license, including the warranty provided for in paragraph 2 above. Redlands agrees to give reasonable notice to City of such changes. In the event City desires to relocate its line, it shall do so in the manner provided for in this paragraph and this license.

6. License. This agreement shall be one of license and shall be continued so long as the terms and conditions hereof are fulfilled by City. This license shall not be assigned except upon Redlands' prior written consent.

7. Use of Right-of-Way. So long as this license is in full force and effect, City shall be permitted the reasonable use of the right-of-way of Redlands to inspect, repair, maintain and replace as necessary its sewer line, and it shall at no time have any exclusive rights in or to the property of Redlands.

8. Ownership. City shall be deemed the owner of any and all pipe or other tangible personal property used or constructed by it in connection with the sewer line construction contemplated hereby.

9. Successors. This license shall inure to and be binding upon the successors and duly authorized assigns of the parties hereto.

10. Authority. By their signatures below, the parties warrant and represent that they have been duly authorized to execute this license and the same has been approved by the parties in accordance with their usual rules and procedures.

Executed in Grand Junction as of the date first above

written.

ATTEST:

*[Signature]*  
Secretary

REDLANDS WATER AND POWER COMPANY

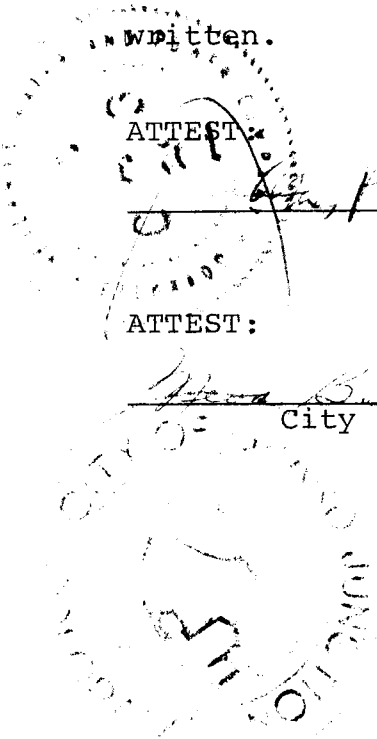
BY *[Signature]*  
President

ATTEST:

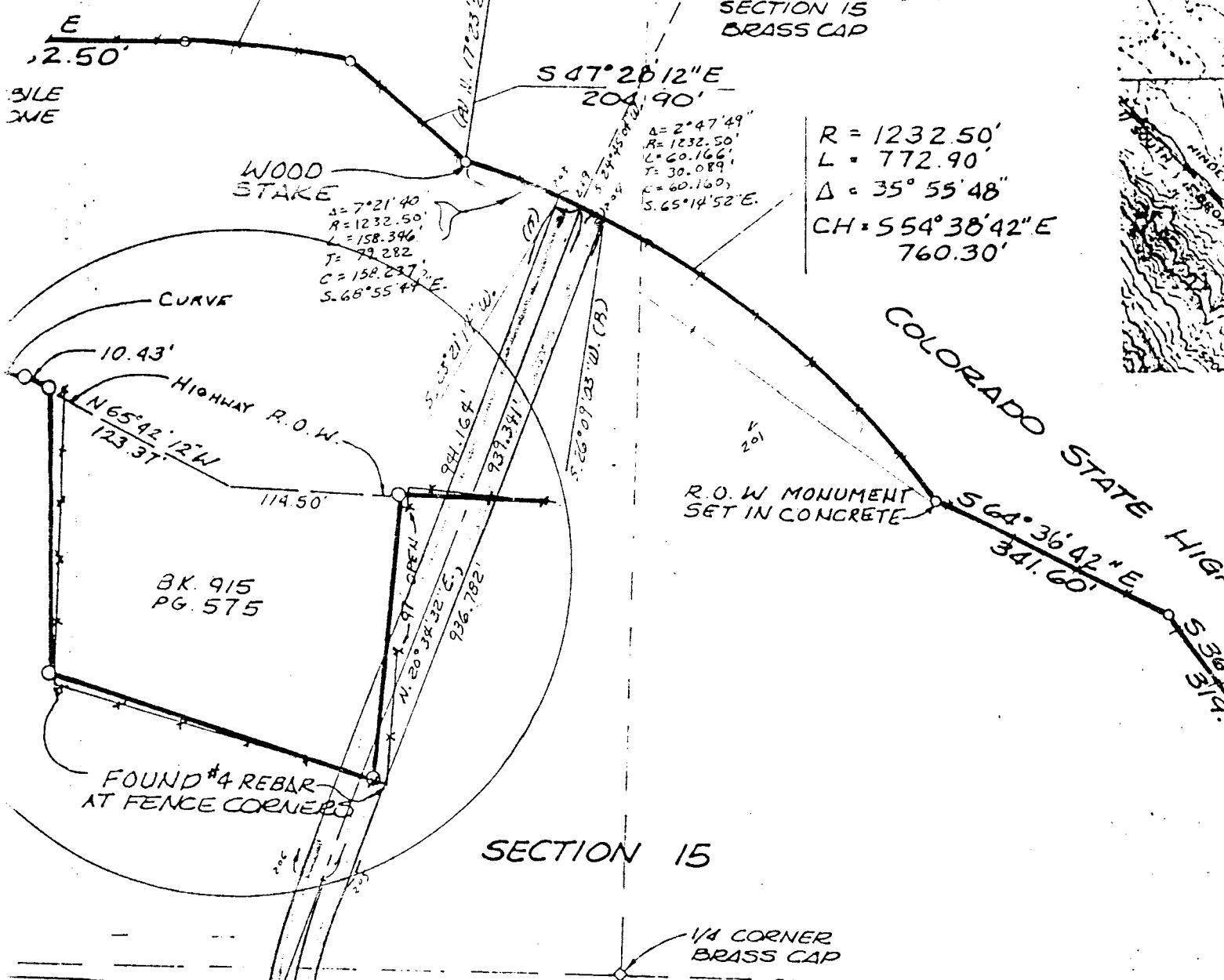
*[Signature]*  
City Clerk

CITY OF GRAND JUNCTION, COLORADO

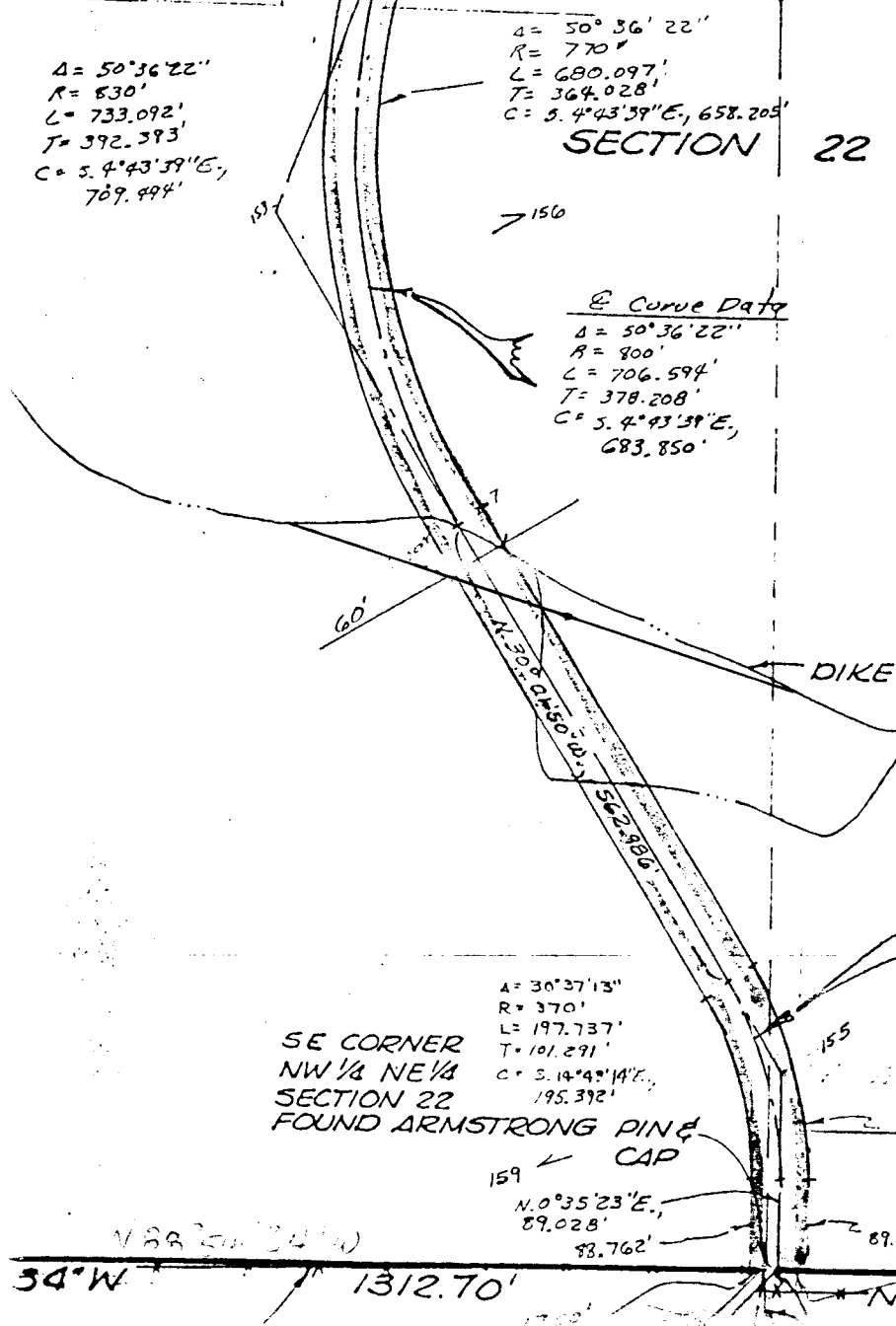
BY *[Signature]*  
Manager  
PUBLIC WORKS DIRECTOR



SW 1/4 SE 1/4 EXHIBIT A  
SECTION 15  
BRASS CAP



SECTION 15



SECTION 22

UTILITY ESMT.  
REDLANDS FARM

\* BOUNDARY BY VTN

