

RED82GOA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

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

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GOAT  
WASH/MAC AJON WASH INTERCEPTOR SEWER REDLANDS

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PERMANENT EASEMENT

THIS AGREEMENT Made and entered into this 30<sup>th</sup> day of September, 1982, by and between REDLANDS WATER AND POWER COMPANY, Grand Junction, Colorado, a nonprofit corporation duly organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "Redlands" or "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration, in hand paid by the CITY OF GRAND JUNCTION, COLORADO, a body politic, hereinafter referred to as the "City" or "Grantee", receipt of which is hereby acknowledged, has given and quitclaimed and by these presents does hereby give and quitclaim unto the said Grantee, its successors and assigns, a perpetual easement on, along, over and across the property described on Exhibit "A" attached hereto for the purpose of constructing and maintaining a sewer line.

As additional consideration for this easement, the City agrees as follows:

1. 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.

2. 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 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

*Copy to Grand Junction 10/12*

shall survive any warranty referred to above in paragraph 1.

3. 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.

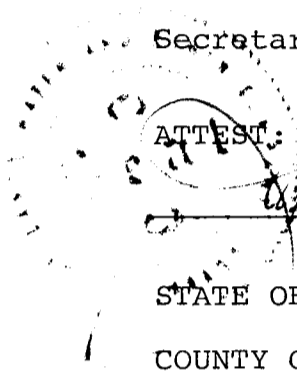
4. Relocation of City's Sewer Line. In the event Redlands desires to deepen, relocate or otherwise change its canals or road right-of-way, and such changes will necessitate a relocation or adjustment to the placement of City's sewer line, then City agrees to relocate or adjust, at its sole cost and expense, its sewer 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 1 above. Redlands agrees to give reasonable notice to City of such changes. In the event City desires to relocate its sewer line, it shall do so in the manner provided for in this paragraph and this easement.

5. Special Construction Features. The City agrees to place the sewer line in a concrete encasement beneath the siphon of Redlands and to construct same in such a manner as to avoid movement or breakage of the siphon. The sewer line will be horizontally displaced from any other structure of Redlands a distance sufficient to avoid movement or breakage thereof.

6. Landscaping. City shall reseed the areas disturbed by the construction in such a manner as to assure a return of the same or better plant life, and it shall repair or replace any fencing or roadways of Redlands to a condition the same as or better than before construction.

7. Acceptance of Conditions. The City, by accepting and recording this Easement is representing that it has and does accept the terms and conditions hereof, and it was authorized to do so at a public meeting held in accordance with its usual rules of procedures.

IN WITNESS WHEREOF, Redlands has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.



ATTEST:  
[Signature]  
 Secretary

REDLANDS WATER AND POWER COMPANY  
 By [Signature]  
 President

STATE OF COLORADO, )  
 ) ss.  
 COUNTY OF M E S A. )

The foregoing instrument was acknowledged before me this 30 day of September, 1982, by Louis R. Breck,  
 \_\_\_\_\_, President, and James P. Rankin  
 \_\_\_\_\_, Secretary, of Redlands Water and  
 Power Company, a corporation.

My commission expires: May 22, 1985  
[Signature]  
 Notary Public  
 Address: 443 N. 6th St  
Grand Junction, Co 81501

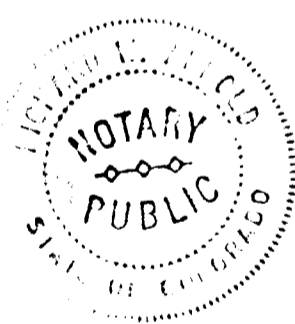


EXHIBIT A  
to Permanent Easement between  
Redlands Water and Power Company and City of Grand Junction

An easement twenty feet wide, ten feet on each side of a centerline commencing at the True Point of Beginning, from whence the NE Corner of the SW $\frac{1}{4}$ , SW $\frac{1}{4}$  Section 5, T. 1S., R.1W. of the Ute Meridian bears S 56°14'46"W, 305.93 feet;

Thence S 32°31'21"W, 465.12 feet;  
 Thence S 0°08'25"E, 2198.80 feet;  
 Thence S 65°33'45"W, 432.73 feet;  
 Thence S 44°14'58"W, 1161.88 feet;  
 Thence S 25°33'47"W, 348.46 feet;  
 Thence S 25°18'49"W, 275.86 feet;  
 Thence S 8°50'39"W, 186.83 feet;  
 Thence S 29°25'45"W, 331.87 feet;  
 Thence S 9°58'47"W, 177.92 feet;  
 Thence S 77°11'28"W, 534.91 feet;  
 Thence S 46°48'09"W, 411.91 feet;  
 Thence S 36°50'15"W, 838.42 feet;  
 Thence S 20°35'11"W, 394.38 feet;  
 Thence S 24°41'51"W, 400.00 feet;  
 Thence S 77°39'41"W, 323.74 feet;  
 Thence S 64°40'40"W, 193.08 feet;  
 Thence S 47°33'30"W, 397.87 feet;  
 Thence S 2°02'58"W, 499.03 feet;  
 Thence S 41°34'34"W, 1143.65 feet;  
 Thence S 63°21'20"W, 608.96 feet;  
 Thence S 65°54'11"W, 542.00 feet;  
 Thence S 71°24'11"W, 96.61 feet;  
 Thence N 89°32'39"W, 333.69 feet;  
 Thence N 88°43'33"W, 360.85 feet;  
 Thence N 89°32'39"W, 1026.42 feet;  
 Thence S 1°58'35"E, 175.81 feet to a point from which the SW corner of the NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 18, T. 1S., R.1W. of the Ute Meridian bears N 77°25'06"E, 2595.86 feet.

The above described permanent easement lies within the County of Mesa along Goat Wash and is for the purpose of locating, placing, constructing, operating, repairing, and maintaining an underground sewer interceptor line, to the extent such line lies in the property of Grantor in the S $\frac{1}{2}$ NW $\frac{1}{4}$  of Sec. 18, T1S, R1W, UM, Mesa County, Colorado.