

LN901ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ARVAN R. LEANY AND ARVAN J. LEANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: HOLD HARMLESS FROM LIABILITY, LOSS, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES IN CONNECTION WITH SEWER LINE RUNNING BENEATH THE SURFACE OF THE SUBJECT PROPERTY LOT 1 D. AND R.G.W. RAILROAD SUBDIVISION FILING NO. 5 ALSO KNOWN AS 337 SOUTH FIRST STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1990

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

COMES NOW Arvan R. Leany and Arvan J. Leany, of the County of Mesa, State of Colorado, said persons being desireous of granting the City of Grand Junction, Colorado, certain indemnifications pertaining to the real property legally described as follows:

Lot 1 of D & R G W RAILROAD SUBDIVISION, Filing No. 5, Mesa County, Colorado.

Also known as 337 South First Street, Grand Junction, Colorado 81501.

AND SPECIFICALLY pertaining to the sewer easement situate thereon as noted in the plat of said subdivision.

THEREFORE, as part of the consideration given for the approval of said subdivision plat, the undersigned hereby agree to hold the City of Grand Junction, its officers, employees and agents, harmless from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may arise from or in connection with the presence of the sewer line running beneath the surface of the subject property or which may arise from or in connection with leaks, flooding or other flaws which result in damage or injury to persons or property. In the event a court of competent jurisdiction determines that such liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature results from the willful misconduct of the City or any of its officers, employees or agents, then such Court may require the City to reimburse purchaser for such reasonable costs paid pursuant to the indemnity agreement but in no event shall such reimbursement exceed the costs of relocating the sewer line to a location that does not lie under any improvements on the property. Said indemnity shall not include necessary costs to relocate said sewer line.

SIGNED THIS 21st DAY OF February, 1990.

[Signature]
Arvan R. Leany

[Signature]
Arvan J. Leany

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was signed and acknowledged before me this 21st day of February, 1990 by Arvan R. Leany and Arvan J. Leany.

Witness my hand and official seal.

My commission expires August 20, 1992.



[Signature]
Notary Public