

RESOLUTION NO. 22-93

AUTHORIZING THE CONVEYANCE OF A  
NONEXCLUSIVE ROAD EASEMENT ACROSS CITY PROPERTY  
TO LLOYD RANCH LIMITED PARTNERSHIP

WHEREAS, the City is the owner of a certain parcel of land known as the "Somerville Ranch" property located in Sections 25, 26 and 35 in Township 11 South, Range 97 West of the Sixth Principal Meridian' and

WHEREAS, Lloyd Ranch Limited Partnership is the owner of a certain parcel of land known as the "Lloyd Ranch" located adjacent to the Somerville Ranch; and

WHEREAS, Lloyd Ranch Limited partnership is desirous of perfecting its right to use a road across the Somerville Ranch which has historically been used by the owners of the Lloyd Rand.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager is hereby authorized, on behalf of the City and as the act of the City, to execute and enter into the attached NONexclusive Road Easement Agreement with Lloyd Ranch Limited Partnership.

PASSED and ADOPTED this 7th day of April, 1993.

/s/ Reford Theobald  
President of the Council

Attest:

/s/ Stephanie Nye  
City Clerk

**NONEXCLUSIVE ROAD EASEMENT AGREEMENT**

This Road Easement Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the CITY OF GRAND JUNCTION, a Colorado home rule municipality, hereinafter called the "Grantor", and Lloyd Ranch Limited Partnership, a Washington limited partnership, hereinafter called the "Grantee".

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, and by these presents does hereby grant unto the Grantee, its successors and assigns forever, a nonexclusive easement to use, maintain, improve and repair an existing road located on the following described real property situated in the County of Mesa, State of Colorado, to wit:

A parcel of land lying in the SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Section 25, and the SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> of Section 26, and the W<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, the SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>, the E<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>2</sub> of Section 35, all in Township 11 South, Range 97 West of the Sixth Principal Meridian, said parcel being all that portion of said property contained in a strip of land thirty (30) feet in width being fifteen (15) feet on each side of the centerline as described on Exhibit A attached hereto and incorporated herein by reference, containing 5.23 acres, more or less.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances and privileges thereunto belonging unto the Grantee, and is subject to the effect of reservations of leases, if any, of oil, gas, and minerals in and under said land, and also subject to the following terms, covenants and conditions:

1. The Grantee agrees that the road easement herein granted is for the use of the Grantee, its employees, agents and existing lessees, subject to separate grants as provided herein. The road easement herein granted is not intended for general public use.

2.1 The Grantee warrants and represents that the following parties ("Existing Lessees") are authorized to occupy separate communications sites upon Grantee's property:

- (a) The County of Mesa, Colorado;
- (b) Airways Communications;
- (c) The Colorado Division of Communications;
- (d) The Colorado State Patrol.

The Existing Lessees are hereby authorized to utilize the road easement herein granted for the remaining term of each Existing Lessee's current lease agreement with the Grantee, subject, however, to each and every term and condition of this Agreement. Grantee agrees to: (a) within fifteen (15) days of Grantee's execution of this Agreement, provide Grantor with true copies of all current lease agreements with Existing Lessee's; (b) within fifteen (15) days of early termination of any lease with Existing Lessee's, notify the Grantor in writing of any such termination, and; (c) within sixty (60) days prior to the renewal or extension of any current lease, notify the Grantor in writing of Grantee's intent to extend or renew any such current lease.

2.2 Each Existing Lessee's right to use the road easement shall automatically terminate upon the same termination date of each Existing Lessee's lease agreement with the Grantee. Grantor reserves the right to negotiate separate nonexclusive road easement agreements with each Existing Lessee prior to any lease renewal or extension. Grantor further reserves the right to negotiate separate nonexclusive road easement agreements with all new fee simple or leasehold interests created on or taken from Grantee's property.

3. The hereinbefore described real property shall be used solely for the purposes

herein set forth. In the event the Grantee abandons the use of said property, the Grantee shall cease and terminate this road easement and said property shall be freed from the burden of this road easement. Abandonment shall be defined as a period of non-use for a period of two years or more.

4. Grantee's vehicles shall yield the right-of-way to livestock at all times.

5. Grantor shall have no responsibility to maintain or repair the condition of the road easement; Grantee has inspected the road and easement area and accepts the same in its present condition.

6. Grantee agrees that Grantee, its employees and agents, shall be prohibited from littering and smoking upon the easement area.

7. Grantee agrees that Grantor, its officers, employees and agents shall have the joint right of access on, along, over and across said road, and Grantor may further authorize third parties to have such access, provided that such use does not unreasonably interfere with the easement granted herein.

8. If the road is damaged due to flood or other casualty, or if the road deteriorates to the extent where it is no longer functional for the purposes of Grantee, Grantor shall have no obligation to repair the road; use shall be at Grantee's own risk.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Attest:

The City of Grand Junction, Colorado

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mark K. Achen, City Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

Lloyd Ranch Limited Partnership,  
a Washington limited Partnership

By: \_\_\_\_\_  
Arthur Newman, President and  
General Partner

COUNTY OF MESA                    )ss  
  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by Mark K. Achen as City Manager and Stephanie Nye as City Clerk of the City of Grand Junction, Colorado.

My commission expires \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF WASHINGTON            )  
  )ss  
COUNTY OF KING                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by Arthur Newman as President and General Partner of Lloyd Ranch Limited Partnership.

My commission expires \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

EXHIBIT A

Commencing at the South  $\frac{1}{4}$  Corner of Section 35, Township 11 South, Range 97 West of the 6th Principal Meridian, County of Mesa, State of Colorado, and considering the South line of the SE $\frac{1}{4}$  of said Section 35 to bear N 90°00'00" E with all bearings contained herein being relative thereto; thence N 90°00'00" E along the South line of the SE $\frac{1}{4}$  of said Section 35 a distance of 692.39 feet to the True Point of Beginning;

thence N 05°05'12" W a distance of 85.99 feet;  
thence N 11°03'08" W a distance of 816.19 feet;  
thence N 04°57'27" E a distance of 50.93 feet;  
thence N 14°26'46" E a distance of 215.55 feet;  
thence N 43°55'34" E a distance of 141.27 feet;  
thence N 20°16'37" E a distance of 54.89 feet;  
thence N 09°04'00" E a distance of 1200.22 feet;  
thence N 23°01'23" E a distance of 245.97 feet;  
thence N 27°58'04" E a distance of 499.98 feet;  
thence N 16°17'00" E a distance of 215.95 feet;  
thence N 24°38'39" E a distance of 124.18 feet;  
thence N 42°55'33" E a distance of 159.79 feet;  
thence N 53°24'09" E a distance of 610.09 feet;  
thence N 60°56'06" E a distance of 191.48 feet;  
thence N 01°17'07" E a distance of 76.99 feet;  
thence N 22°51'22" W a distance of 153.76 feet;  
thence N 12°59'05" W a distance of 515.13 feet;  
thence N 13°45'36" E a distance of 204.39 feet;  
thence N 29°33'55" E a distance of 320.78 feet;  
thence N 35°01'07" E a distance of 1450.39 feet;  
thence N 28°16'45" E a distance of 196.36 feet to the Point of Terminus.