

RESOLUTION NO. 23-94

CONCERNING THE GRANTING OF AN EASEMENT TO
THE PUBLIC SERVICE COMPANY OF COLORADO

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

That the City Manager is hereby authorized to execute the attached Grant of Easement conveying a ten (10) foot wide easement to the Public Service Company of Colorado across City property situated in the Northwest Quarter of Section 26, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado.

PASSED and ADOPTED this 6th day of April, 1994.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Reford C. Theobald
President of the Council

GRANT OF EASEMENT

The City of Grand Junction, a Colorado home rule municipality, 250 North 5th Street, Grand Junction, Colorado 81501, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, whose address is Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5533, Grantee, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, on, along, over, under, through and across a course as said lines may be hereafter constructed and replaced in the NW ¼ of Section 26, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, the easement being described as follows:

See Exhibit 'A' and Exhibit 'B' which are attached hereto and incorporated herein.

The easement is ten (10.0) feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction or repair machinery, subject to the terms and conditions contained herein.

Grantor reserves the right to use and occupy the easement for any purpose consistent with the right and privileges above granted and which will not unreasonably interfere with any of the Grantee's facilities therein or the use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement. In the event of permanent abandonment of the easement by Grantee, all right, privilege and interest herein granted shall automatically terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition immediately upon the completion of installation, maintenance and repair work; all damages to persons or property resulting from the failure to exercise due care, or other standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee; Grantee shall indemnify Grantor and hold Grantor harmless from any and all damages or claims for damages to persons or property caused by or arising from the neglect or willful misconduct of Grantee.

Signed this 6th day of April, 1994.

Attest:

The City of Grand Junction, a Colorado home
rule municipality

/s/ Stephanie Nye
City Clerk

By: /s/ Mark K. Achen
City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____,
1994, by _____ as _____ City Manager and by Stephanie Nye as City Clerk
for the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit "A"

A Utility Easement over and across lands of the City of Grand Junction, a Colorado home rule municipality, situated in the NW $\frac{1}{4}$ of Section 26, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, said easement being ten (10) feet in width and being five (5) feet on each side of the following described centerline:

Commencing at a found Mesa County Survey Monument for the North 1/16th Corner, West Boundary of said Section 26, from whence a found Mesa County Survey Monument for the Northwest 1/16th Corner of said Section 26 bears S 89°59'25" E a distance of 1319.09 feet, with all bearings contained herein being relative thereto; thence running S 07°50'56" E a distance of 1114.54 feet to the True Point of Beginning; thence running S 74°49'12" W , by and with the centerline of said utility easement, a distance of 100.78 feet to a point on the Northeasterly right-of-way of the Denver and Rio Grande Railroad Right-of-Way, said point also being the Point of Terminus of said utility easement.

The foregoing legal description was prepared by LeRoy H. Stiles, a Colorado Registered Professional Land Surveyor whose legal address is 3014 Bookcliff Avenue, Grand Junction, Colorado 81504.