

RESOLUTION NO. 41-95

CONCERNING THE GRANTING OF THREE (3) NON-EXCLUSIVE UTILITIES
EASEMENTS ACROSS THE COLUMBINE PARK PROPERTY

WHEREAS, at the request of the City, the Public Service Company of Colorado and U.S. West Communications are converting electric and telephone facilities from overhead to underground in conjunction with the 28 $\frac{1}{4}$ Road Improvement Project between North Avenue and Orchard Avenue; and

WHEREAS, the Public Service Company of Colorado and U.S. West Communications require easements across the southern and northern boundaries of the Columbine Park property owned by the City to complete loop feeds and enhance reliability to their respective customers; and

WHEREAS, such action will help the City achieve its objective of improving and enhancing the 28 $\frac{1}{4}$ Road corridor between North Avenue and Orchard Avenue.

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 three (3) attached Grants of Easement conveying non-exclusive easements across the South 8-feet of the Columbine Park Property to the Public Service Company of Colorado and U.S. West Communications, and a non-exclusive easement across the North 20-feet of the West 100-feet of the Columbine Park Property to U.S. West Communications.

PASSED and ADOPTED this 19th day of April, 1995.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ R.T. Mantlo
President of the Council

GRANT OF EASEMENT

The City of Grand Junction, a Colorado home rule municipality, Grantor, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, 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, 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 the following described easement, to wit:

The South Eight (8.0) feet of the North 12.5 acres of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.

The easement is ten (8.0) 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 rights, privileges and interests 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 _____ day of _____, 1995.

Attest: The City of Grand Junction, a Colorado home rule municipality

City Clerk

By: _____
City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Mark K. Achen as City Manager and attested to 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

GRANT OF EASEMENT

The City of Grand Junction, a Colorado home rule municipality, Grantor, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, 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 U.S. WEST COMMUNICATIONS, Inc., a Colorado corporation, whose address is 1808 California Street, Denver, Colorado 80202, Grantee, 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 the following described easement, to wit:

The South Eight (8.0) feet of the North 12.5 acres of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.

The easement is ten (8.0) 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 rights, privileges and interests 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 _____ day of _____, 1995.

Attest:

The City of Grand Junction, a Colorado home rule municipality

City Clerk

By: _____
City Manager

State of Colorado)
)ss.
County of Mesa)

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The North Twenty (20.0) feet of the West One Hundred (100.0) feet of the North 12.5 acres of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.

The easement is ten (20.0) 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 rights, privileges and interests 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 _____ day of _____, 1995.

Attest:

The City of Grand Junction, a Colorado home rule municipality

City Clerk

By: _____
City Manager

State of Colorado)
)ss.
County of Mesa)

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Notary Public