

RESOLUTION NO. 50-95

CONCERNING THE GRANTING OF AN EASEMENT ACROSS CITY PROPERTY
TO THE GRAND JUNCTION DRAINAGE DISTRICT

WHEREAS, at the request of the City, the Grand Junction Drainage District has agreed to install drainage facilities to benefit City property located between Lorey Drive and West Orchard Avenue extended, and requires an easement from the City prior to the installation, operation, maintenance and repair of said facilities by the Drainage District; and

WHEREAS, such action will help the City achieve its objective of improving and the functional utility of its land holdings.

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 non-exclusive easement across the City property as described in the attached Grant of Easement.

PASSED and ADOPTED this 3rd day of May, 1995.

Attest:

/s/ Ron Maupin
President of the Council

/s/ Stephanie Nye
City Clerk

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 installation, operation, maintenance and repair of certain drainage facilities to benefit certain real property owned by the Grantor, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the Grand Junction Drainage District, whose address is 722 23 Road, Grand Junction, Colorado, Grantee, a non-exclusive easement to construct, install, operate, maintain, repair and replace drainage facilities to the existing drain tile line known as the **NORTH BRANCH OF THE BUTHORN DRAIN SYSTEM**, on, along, over, under, through and across the premises as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

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

1. The Grantee agrees to maintain in a workmanlike manner said drain tile, EXCEPT, if any act or omission of the Grantor causes said upkeep or maintenance to be increased over and above that which would normally be expected, the Grantor shall be responsible for the cost of any additional upkeep or maintenance.

2. 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 without the prior written consent of the Grantee.

3. 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.

4. This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

5. The recitals above are a part of this agreement.

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

EXHIBIT "A"

A thirty (30) foot wide easement for the installation, operation, maintenance and repair of drainage facilities, together with the right of ingress and egress for workers and equipment, situate in a part of the SE 1/4 NE 1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the center line of which is described as follows:

Commencing at the Southeast Corner of the SE 1/4 NE 1/4 of said Section 10;
thence N 89°16'00" W along the South line of the SE 1/4 NE 1/4 of said Section 10 a distance of 667.73 feet;
thence N 00°44'00" E a distance of 50.00 feet to the TRUE POINT OF BEGINNING of the easement herein described.
thence N 03°04'19" E a distance of 134.86 feet to the POINT OF TERMINUS of the easement herein described.