

RESOLUTION NO. 96-96

CONCERNING THE GRANTING OF A NON-EXCLUSIVE EASEMENT
TO GRAND VALLEY RURAL POWER LINES, INC.

WHEREAS, the City of Grand Junction is the owner of a certain tract of land commonly known as the "Somerville Ranch" in the County of Mesa, State of Colorado, in an area known as the Grand Mesa; and

WHEREAS, on December 6, 1995, the City authorized a 20-year transmitter site lease on a portion of the Somerville Ranch property to The Council for Public Television, Inc.; and

WHEREAS, Grand Valley Rural Power Lines, Inc., requires a non-exclusive underground power line easement across the City's Somerville Ranch property to provide electric power service to The Council for Public Television transmitter site; and

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 Non-Exclusive Power Line Easement Agreement with Grand Valley Rural Power Lines, Inc., affecting a City owned tract of land in Section 32, Township 11 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado.

PASSED and ADOPTED this 16th day of October, 1996.

Attest:

/s/ Linda Afman
President of the Council

/s/ Stephanie Nye
City Clerk

NON-EXCLUSIVE POWER LINE EASEMENT AGREEMENT

This Non-Exclusive Power Line Easement Agreement is made this 30th day of October, 1996 by and between THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, hereinafter referred to as "Grantor," and GRAND VALLEY RURAL POWER LINES, INC., a Colorado corporation, hereinafter referred to as 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, a 40.0 foot wide non-exclusive easement for the installation, operation, maintenance and repair of an underground electric power line and related facilities, together with the right of ingress and egress for workers and equipment, the side lines of said easement being parallel with and 20.0 feet on either side of the following described center line, to wit:

Commencing at the found Brass Cap set for the East 1/4 Corner of Section 32, Township 11 South, Range 97 West of the Sixth Principal Meridian in the County of Mesa, State of Colorado, with the basis of bearing being N 48°28'02" W a distance of 719.42 feet to a found #5 rebar with an illegible yellow cap; thence N 71°24'59" W a distance of 767.22 feet to an existing power box and the True Point of Beginning; thence N 37°32'27" E a distance of 293.23 feet to the Point of Terminus.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances and privileges thereunto belonging unto the Grantee, its successors and assigns, subject to existing ownership rights and leasehold interests of all oil, gas, and minerals in and under said land, and also subject to the following terms, covenants and conditions:

1. Grantor reserves the right to use and occupy the easement for any purpose which is not inconsistent with the rights and privileges above granted and which will not unreasonably interfere with the Grantee's facilities therein or the use thereof.
2. The easement herein granted shall be used solely for the purposes herein set forth. The easement granted herein shall expire or terminate, without further action by the Grantor, on the same date as the existing lease made by the Grantor to lease to the Council for Public Television, Inc. (said existing lease was made on December 6, 1995 and was made with respect to a portion of the same City property). This easement is granted so that Grantee may supply electricity to the Council for Public Television, Inc. and for no other purpose. In the event the Grantee abandons the use of said easement for a period of two (2) years, as determined by Grantor, then all rights, grants and privileges of the Grantee as herein stated shall automatically terminate.
3. Grantee's vehicles, equipment and machinery shall yield the right-of-way to livestock at all times.

4.1. The installation and maintenance of the underground power line and related facilities shall be done with due care. The surface along the easement shall be restored substantially to its original level and condition as soon as is practicable 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 agrees that Grantee shall indemnify Grantor, its officers, employees, agents and lessees, and hold Grantor, its officers, employees, agents and lessees 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.

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

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

6. 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 day and year first above written.

Attest:

The City of Grand Junction, Colorado

/s/ Stephanie Nye
City Clerk

/s/ Mark K. Achen
Mark K. Achen, City Manager

Accepted this 30th day of October, 1996.

Attest:

Grand Valley Rural Power Lines, Inc.

/s/ Cathy Geedhill
Title: Assistant Secretary

/s/ Jarrett Broughton
Jack Broughton, Vice President and
General Manager

STATE OF COLORADO)
)ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 24th day of October, 1996, by Mark K. Achen as City Manager and Stephanie Nye as City Clerk of the City of Grand Junction, Colorado.

My commission expires 2-2-98.

Witness my hand and official seal.

/s/ Christine English
Notary Public

STATE OF COLORADO)
)ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 30th day of October, 1996, by Jack Broughton as Vice President and General Manager and attested to by Cathy Gledhill as Assistant Secretary of Grand Valley Rural Power Lines, Inc., a Colorado corporation.

My commission expires 4-13-97.

Witness my hand and official seal.

Notary Public