

RESOLUTION NO. 42-97

CONCERNING THE GRANTING OF A NON-EXCLUSIVE EASEMENT  
TO THE PUBLIC SERVICE COMPANY OF COLORADO

WHEREAS, the City of Grand Junction is the owner of certain real property described as the North 1/2 of the Southwest 1/4 of Section 20, Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado; and

WHEREAS, the Public Service Company of Colorado has requested the City convey an easement across the above described property to allow the installation, operation, maintenance and repair of a single circuit 69,000 volt (69kv) overhead electric distribution line to complete a connection between the Public Service Company Vineland electric substation at Palisade and the Public Service Company CUEA Grand Junction substation on East Orchard Mesa.

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 the attached Grant of Easement conveying a non-exclusive easement to the Public Service Company of Colorado.

PASSED and ADOPTED this 4th day of June, 1997.

Attest:

/s/ Christine English  
Acting City Clerk

/s/ Janet Terry  
President of the Council



## GRANT OF EASEMENT

The City of Grand Junction, a Colorado home rule municipality, Grantor, for and in consideration of the sum of One Thousand One Hundred Eighty Five and 00/100 Dollars (\$1,185.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed and by these presents does hereby sell, grant and convey unto The Public Service Company of Colorado, a Colorado corporation, Grantee, whose address is 1225 17th Street, Denver, Colorado 80202-5533, its successors and assigns, a non-exclusive Easement for the installation, operation, maintenance and repair of single circuit 69,000 volt (69kv) overhead electric distribution line and facilities related thereto, on, along, over, under, through and across the following described real property, to wit:

Commencing at the West 1/4 Corner of Section 20, Township 1 South, Range 2 East of the Ute Meridian, County of Mesa, State of Colorado, and considering the West line of the Southwest 1/4 of said Section 20 to bear S 01°40'17" W with all bearings contained herein being relative thereto; thence S 88°22'55" E along the North line of the Southwest 1/4 of said Section 20 a distance of 30.00 feet to the **True Point of Beginning**; thence S 88°22'55" E along the North line of the Southwest 1/4 of said Section 20 a distance of 42.50 feet; thence leaving said North line, S 01°40'17" W a distance of 667.92 feet; thence N 56°02'29" E a distance of 25.28 feet; thence S 04°21'42" E a distance of 82.48 feet; thence S 62°04'27" W a distance of 82.48 feet; thence N 01°40'17" E a distance of 775.91 feet to the Point of Beginning, containing 34,597.41 square feet (0.7942 acres) as described herein and as depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, it successors and assigns, together with the right of ingress and egress to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, 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 and repair machinery, subject to the terms, covenants, conditions and restrictions contained herein.

1. Access shall be restricted to existing roads and trails. Minimal grading to access pole locations is permitted under this Grant.
2. When saturated soil conditions exist on or along the Easement, construction shall be halted until soil material dries sufficiently for construction to proceed without undue damage and erosion to the Easement area.
3. All disturbed areas shall be recontoured to blend with the natural topography within thirty (30) days of project completion or cessation of construction activity.
4. All roads used for construction shall be maintained in as good or better than existing condition. This may include, but is not limited to, grading the roadway, cleaning ditches and drainage facilities, and

dust abatement. After construction, existing roads shall be restored to meet or exceed conditions existing prior to Grantee's entry on, along, over, under, through or across the Easement area.

5. Grantee shall promptly remove and dispose of all waste caused by its activities. The term "waste" as used herein means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, petroleum products, ashes and equipment. No burning of trash, trees, brush or any other material shall be allowed.

6. Grantee shall provide satisfactory reclamation of all sites disturbed by Grantee's activities. Sites will be considered to be satisfactorily reclaimed when:

- (a). All disturbed areas have been recontoured to blend with the natural topography;
- (b). Soil erosion resulting from Grantee's activities has been stabilized;
- (c). A vegetative cover at least equal to that which existed prior to Grantee's entry, and a plant species composition at least as desirable as that which existed prior to Grantee's entry, has been established.

7. Grantee shall comply with all applicable Federal, State and local laws, rules regulations and orders existing or hereafter enacted or promulgated. In any event, Grantee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601 *et seq.*) with regard to any toxic substances that are used, generated by or stored within the Easement area or on any other real property owned or controlled by Grantor. Additionally, any release of toxic substances (leaks, spills, etc.) in excess of regulatory limits shall be reported to Grantor. A copy of any report required or requested by any Federal, State or local agency as a result of a reportable release or spill of any toxic substances shall be furnished to Grantor concurrent with the filing of the reports to the involved Federal, State or local agency.

8. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted.

9. The Easement herein granted shall be used solely for the purposes herein set forth. In the event Grantee abandons the use of said Easement for a period of twenty-four (24) consecutive months, then all rights, grants and privileges of Grantee as herein stated shall automatically terminate.

10. The work and act of installing, maintaining and repairing the overhead distribution line and related facilities shall be performed with due care using commonly accepted standards and techniques; 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.

11. 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 Grantee shall be at Grantee's own risk.

12. The United States Department of the Interior, Bureau of Land Management, has issued to Grantee Right-of-Way Grant Serial Number COC-60493, authorizing Grantee to install and maintain the subject distribution line on, along, over and across lands that adjoin the real property of Grantor and the real property that is encumbered by this Easement. In the event said Right-of-Way Grant shall terminate or expire without being renewed, or if said Right-of-Way Grant shall be expired, relinquished, revoked or otherwise terminated, then all rights, grants and privileges of Grantee as herein stated shall automatically terminate and Grantee shall remove all improvements and property of Grantee from the Easement area within ninety (90) days of relinquishment, revocation or termination; provided, however, that the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding upon Grantee, its successors and assigns, until Grantee has fully satisfied the obligations and/or liabilities accruing herein prior to or on account of the expiration, relinquishment, revocation or termination of said Right-of-Way Grant.

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

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Attest:

The City of Grand Junction, Colorado

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

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

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Attest:

The Public Service Company of Colorado

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

State of Colorado                    )  
  )ss.  
County of Mesa                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by Mark K. Achen as City Manager and attested to by Christine English as Acting City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

State of Colorado                    )  
  )ss.  
County of \_\_\_\_\_                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_ as \_\_\_\_\_, and attested to by \_\_\_\_\_ as \_\_\_\_\_ of The Public Service Company of Colorado, a Colorado corporation.

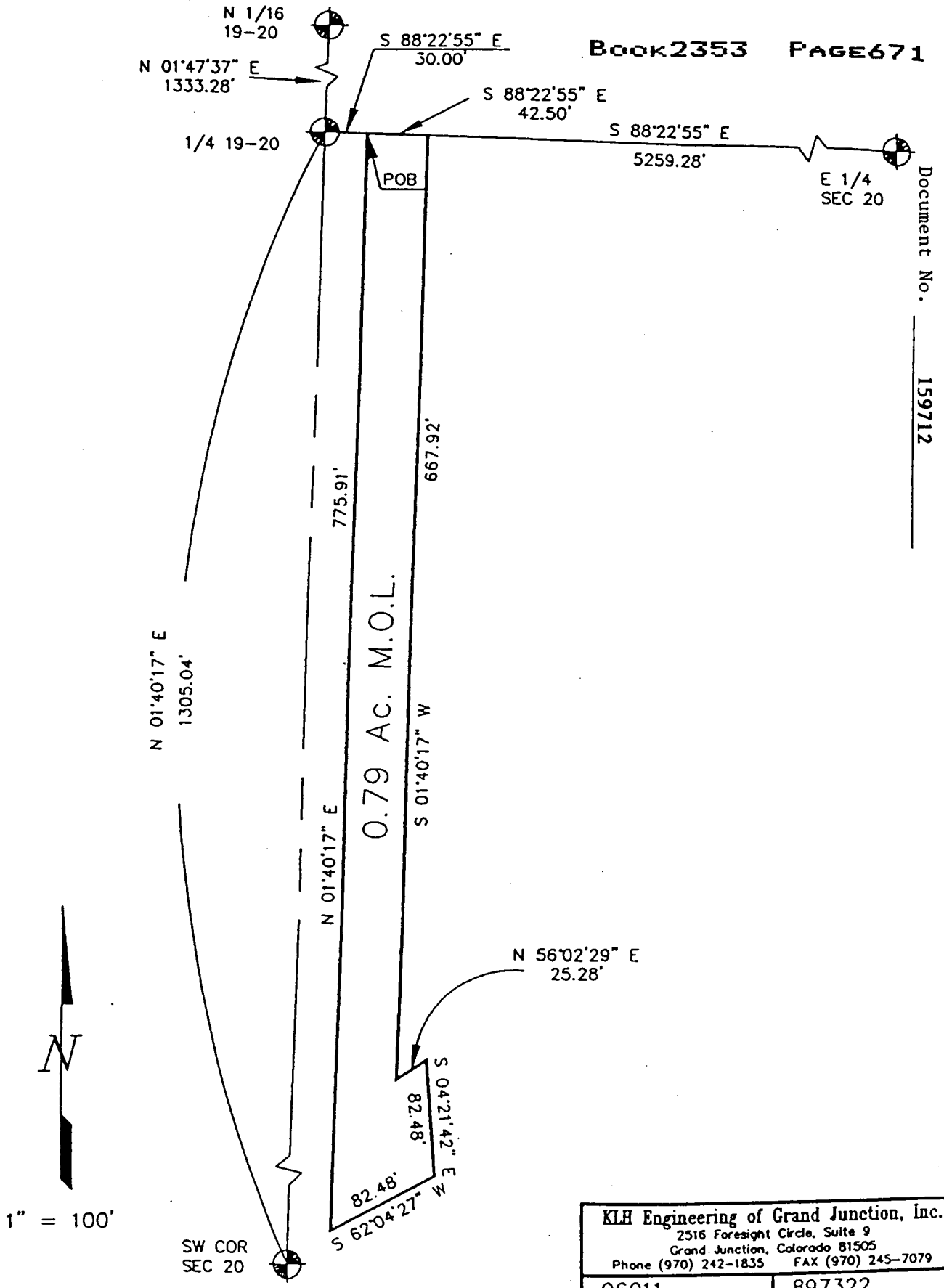
My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

# EXHIBIT "A"

CITY OF GRAND JUNCTION  
REFERENCE No. 897322

BOOK 2353 PAGE 671



KLH Engineering of Grand Junction, Inc.  
2516 Foresight Circle, Suite 9  
Grand Junction, Colorado 81505  
Phone (970) 242-1835 FAX (970) 245-7079

96011	897322
-------	--------