

RESOLUTION NO. 142-99

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

WHEREAS, the City of Grand Junction believes it is the owner of certain real property situate in the South ½ of Section 9, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, spanning the Colorado River along the North-South Center Section line of said Section 9; and

WHEREAS, the Public Service Company of Colorado requires an easement across the above-mentioned City property for the purposes of installing, operating, maintaining, repairing and replacing electric power lines and facilities and appurtenances related thereto.

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 to the Public Service Company of Colorado a non-exclusive electric utility easement over and across the limits of the City property described therein.

PASSED and ADOPTED this 1st day of December, 1999.

Attest:

/s/ Gene Kinsey

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 sum of Ten and 00/100 Dollars (\$10.00), 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, Grantee, whose address is Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5533, two (2) non-exclusive easements to install, operate, maintain, repair and replace electric lines and related facilities where the same may cross real property owned by Grantor within the limits of the following described premises, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Easements, subject to the terms and conditions contained herein.

1. Grantor reserves the right to use and occupy the aforescribed the real property of Grantor which is burdened by said Easements for any purpose which is not inconsistent with the rights herein granted. In the event of permanent abandonment of the Easements by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee shall fail to use the Easements for any twelve (12) consecutive months.

2. The work and act of installing and maintaining said electric and telecommunications lines and related facilities shall be performed with the highest standard of care; the surface and condition of the ground along the Easements shall not be disturbed without the prior written consent of Grantor or Grantor's successors and assigns; in the event Grantee disturbs the surface and condition of the ground Grantee shall, at Grantee's sole cost and expense, substantially restore the surface and condition of the ground 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 higher standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee.

3. Grantee shall indemnify Grantor, its officers, employees and agents, and hold Grantor, its officers, employees and agents, harmless from any and all damages or claims for damages to persons or property alleged to be caused by or arising from the negligence or willful misconduct of Grantee.

Executed and delivered this _____ day of _____, 1999.

Attest:

The City of Grand Junction, a Colorado
home rule municipality

City Clerk

City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by Mark K. Achen as City Manager and attested to by Stephanie Nye as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: _____

Witness my hand and official seal

Notary Public

EASEMENT DESCRIPTIONS

Easement Parcel No. 1:

Commencing at the B.L.M. cap set for the Center one-quarter corner of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado;
thence S 00°10'56" W a distance of 572.03 feet to the Point of Beginning (basis of bearings N 00° 00'49" E between the Mesa County brass cap for the South one-quarter corner and said Center one-quarter corner of said Section 9);
thence S 88°48'32" E a distance of 60.00 feet;
thence S 01°11'28" W a distance of 68.00 feet;
thence N 88°48'32" W a distance of 60.00 feet;
thence N 01°11'28" E a distance of 68.00 feet to the Point of Beginning, where the same may intersect the property of Grantor.

Easement Parcel No. 2:

A 110 foot wide easement across the South one-half of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying 55 feet on each side of the following described centerline:

Beginning at a point whence the Mesa County brass cap for the South one-quarter corner of said Section 9 bears S 00°04'38" W a distance of 622.30 feet (basis of bearings N 00°00'49" E between said South one-quarter corner and the B.L.M. cap for the Center one-quarter corner of said Section 9);
thence N 01°11'28" E a distance of 1,357.26 feet to the Point of Terminus, where the same may intersect the property of Grantor.