

**RESOLUTION NO. 85-99**

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

WHEREAS, the City is the owner of that certain real property described as Lot 4 of the Replat of Lot 2, Saccomanno Minor Subdivision, situate at the southwest corner of the intersection of 26 ½ Road and H Road in the City of Grand Junction; and

WHEREAS, Grand Valley Rural Power Lines, Inc., a Colorado corporation, has requested the City grant an electric utility easement across a portion of the above described property for the purposes of installing, operating and repairing an electric power pole and guy anchor in conjunction with the upgrade of power lines near and adjacent to said City property; and

WHEREAS, Grand Valley Rural Power Lines, Inc., has represented to the City that a minimum of 150 kilowatts of three-phase electric current will be available from the electric facilities to be installed within the requested easement for the purposes of providing electric power to the said City property; and

WHEREAS, based upon the representations of Grand Valley Rural Power Lines, Inc., the City Council has determined that granting the requested easement will benefit the City property to be burdened by said easement.

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 Non-Exclusive Electric Utility Easement Agreement with Grand Valley Rural Power Lines, Inc.

PASSED and ADOPTED this 21<sup>st</sup> day of July, 1999.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Gene Kinsey  
President of the Council

## NON-EXCLUSIVE ELECTRIC UTILITY EASEMENT AGREEMENT

This Non-Exclusive Electric Utility Easement Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between The City of Grand Junction, a Colorado home rule municipality, Grantor, whose address is 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501, hereinafter referred to as "Grantor", and Grand Valley Rural Power Lines, Inc., a Colorado corporation, whose address is 2727 Grand Avenue, Grand Junction, Colorado 81501, hereinafter referred to as "Grantee".

WITNESSETH, That Grantor, for and in consideration of the terms, rights, privileges, burdens, duties, obligations and stipulations herein stated, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive easement for the installation, operation, maintenance and repair of electric utility facilities over and across the following described premises:

Beginning at the Northeast Corner of Lot 4 of the Replat of Lot 2, Saccomanno Minor Subdivision, situate in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 13 at Page 449 in the office of the Mesa County Clerk and Recorder; thence S 00°01'50" E along the east boundary line of said Lot 4 a distance of 90.0 feet; thence leaving the east boundary line of said Lot 4, N 89°59'21" W a distance of 20.0 feet; thence N 00°01'50" W a distance of 90.0 feet to a point on the north boundary line of said Lot 4; thence S 89°59'21" E along the north boundary line of said Lot 4 a distance of 20.0 feet to the Point of Beginning.

TO HAVE AND TO HOLD said premises for electric utility easement purposes, together with the right to enter upon said premises with workers and equipment to survey, construct, install, maintain, operate, repair and use said easement for electric utility purposes, subject to the following terms, burdens, duties, obligations and stipulations:

1. Grantor reserves the right to use and occupy the easement herein conveyed and the real property burdened by this easement for any and all purposes which are not inconsistent with the rights and privileges above granted and which will not unreasonably interfere with Grantee's facilities therein or the use thereof.
2. Grantee agrees that Grantor shall, for the purposes of providing electric power to Grantors' property, be allowed to make connections into the electric facilities to be installed within the easement; provided, however, that Grantor shall pay the regular costs and fees which are applicable and in effect at the time such connections are made. Grantee further agrees that a minimum of 150 kilowatts of three-phase electric current will be available from the electric facilities to be installed within the easement for the purposes of providing electric power to the property of Grantor.
3. Grantee agrees that Grantees' work and act of installing, operating, maintaining, repairing and replacing electric utilities shall be performed with due care or any other higher standard of care as may be applicable to avoid disturbing and/or damaging the present or future condition of Grantors' property and improvements situate thereon. Grantee agrees that the surface and condition of Grantors' property and improvements shall be restored, repaired or replaced to a condition which is substantially similar to the condition which shall have existed immediately prior to any installation, repair or replacement work by Grantee.

4. Grantee agrees that all damages to persons or property arising from Grantees' failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for, repaired or replaced at the expense of Grantee.

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

6. 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.

7. This Agreement constitutes the entire agreement between Grantor and Grantee and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto, or by their respective successors or assigns.

8. The benefits, duties, responsibilities and obligations of this Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective 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,  
a Colorado home rule municipality

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

\_\_\_\_\_  
City Manager

Attest:

Grand Valley Rural Power Lines, Inc.,  
a Colorado corporation

\_\_\_\_\_

\_\_\_\_\_  
Vice President and General Manager

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ as City Manager and attested to by \_\_\_\_\_  
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

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ as Vice President and General Manager and attested to  
by \_\_\_\_\_ as \_\_\_\_\_ of Grand Valley Rural  
Power Lines, Inc., a Colorado corporation.

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

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