

RESOLUTION NO. 81-00

**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 described as the North twelve and one-half (12 ½) acres of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, commonly known as "Columbine Park"; and

WHEREAS, the Public Service Company of Colorado has requested an easement across the above-described 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 6th day of September, 2000.

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, a 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:

The North 38.0 feet of the West 20.0 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.

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 Easement, 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 the Easement hereby conveyed for any purpose which is not inconsistent with the rights herein granted. In the event of permanent abandonment of the Easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee shall fail to use the Easement 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 _____, 2000.

Attest:

The City of Grand Junction, a Colorado
home rule municipality

City Manager

City Clerk

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____
_____2000, 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