

RESOLUTION NO. 86-01

CONCERNING THE GRANTING OF TWO NON-EXCLUSIVE ELECTRIC UTILITY EASEMENTS TO THE PUBLIC SERVICE COMPANY OF COLORADO

WHEREAS, the City of Grand Junction believes it is the owner of certain real property designated as District Open Space on the recorded plat of The Ridges, Filing No. Two, situate in the NW ¼ of the NE ¼ of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, as recorded in Plat Book 11 at Pages 297 through 300 in the office of the Mesa County Clerk and Recorder; and

WHEREAS, the Public Service Company of Colorado has requested two non-exclusive electric utility easements across said District Open Space for the purposes of installing, operating, maintaining, repairing and replacing electric power lines and facilities appurtenant 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 two non-exclusive electric utility easements over and across the limits of the City property described therein.

PASSED and ADOPTED this 15th day of August, 2001.

Attest:

/s/ Janet Terry
President Pro Tem 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) 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:

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

TO HAVE AND TO HOLD unto said Grantee, subject to the terms and conditions contained herein.

1. Reservations from Grant. Grantor reserves the right to use and occupy the real property of Grantor which is burdened by these Easements for any purpose which is not inconsistent with the rights herein granted.
2. Term. The initial term of this grant shall be twenty-five (25) years from the day and year first above written.
3. Option to Extend. Subject to the provisions of paragraph 4 below, Grantee shall be entitled to exercise successive extensions of this grant and conveyance, and Grantor hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later terms, each such later term shall be upon the same terms and conditions of this conveyance.
4. Abandonment/Automatic Termination. 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 month period.
5. Express Limitations. Grantee's utilization of the Easements shall be specifically limited to the installation, operation, maintenance and repair of Grantee's facilities as they presently exist. The easement rights herein granted do not include the right to expand utilization of the Easements for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

6. Standard of Care. Grantee's work and act of installing and maintaining said Grantee's 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; 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.

7. General Indemnification. Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold Grantor, its officers, employees, agents and assets harmless from any and all claims, costs, judgements, awards or liability, including reasonable attorneys' fees and costs (except those caused by Grantor's gross negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from Grantee's gross negligence or willful act or failure to act. The foregoing indemnification obligations shall extend to claims which are not reduced to a suit and any claim which may be compromised by Grantee prior to the culmination of any litigation or the institution of any litigation.

8. Grantee's Acceptance Subject to Existing Conditions.

8.1 Grantee has inspected the Easements and accepts the same in their present condition and location. Grantee agrees that the condition of the Easements is sufficient for the purposes of Grantee. Grantor makes no warranties, promises or representations, express or implied, that the Easements are sufficient for the purposes of Grantee. If the Easements are damaged due to fire, flood or other casualty, or if the Easements are damaged or deteriorate to the extent that they are no longer functional for the purposes of Grantee, Grantor shall have no obligation to repair the Easements nor to otherwise make the Easements usable or occupiable, since such damages shall be at Grantee's own risk.

8.2 Grantor makes no representations or warranties regarding the presence or existence of any toxic, hazardous or regulated substances on, under or about the Easements.

EXHIBIT "A"

Easement No. 1:

Beginning at the Northeast Corner of Lot 1c, Block Twelve of The Ridges, Filing No. Two, situate in the NW ¼ of the NE ¼ of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 11 at Pages 297 through 300 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to said recorded plat;

Thence S 00°00'00" W along the west boundary line of that certain parcel of land designated as District Open Space on said recorded plat, said boundary line being common with the east boundary line of said Lot 1c, a distance of 15.95 feet;

Thence leaving said boundary line, S 70°10'00" E a distance of 15.00 feet;

Thence N 19°50'00" E a distance of 15.00 feet to a point on the northerly boundary line of said District Open Space, said line being common with the southerly right-of-way line for Ridge Drive, also known as Ridge Circle Drive;

Thence N 70°10'00" W along said common line a distance of 20.41 feet to the Point of Beginning.

Easement No. 2:

Beginning at the Northeast Corner of the NW ¼ of the NE ¼ of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said point being common with the Northeast Corner of that certain parcel of land designated as District Open Space on the recorded plat of The Ridges, Filing No. Two, as recorded in Plat Book 11 at Pages 297 through 300 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to said recorded plat;

Thence N 89°49'09" W along the North line of the NW ¼ of the NE ¼ of said Section 20, said line being common with the north boundary line of said District Open Space, a distance of 31.00 feet;

Thence leaving said common line, S 00°10'51" W a distance of 23.05 feet to a point on the southerly boundary line of said District Open Space, said line being common with the northerly right-of-way line for Ridge Drive, also known as Ridge Circle Drive;

Thence along said common lines the following two (2) courses:

1. 1.44 feet along the arc of a curve concave to the Northeast, having a radius of 136.35 feet, a central angle of 00°36'24", and a long chord bearing S 70°26'57" E a distance of 1.44 feet;
2. 31.42 feet along the arc of a curve concave to the Northwest, having a radius of 20.00 feet, a central angle of 90°00'00", and a long chord bearing N 64°50'00" E a distance of 28.28 feet to a point on the westerly right-of-way line for Rana Road;

Thence along the westerly right-of-way line for Rana Road, N 19°50'01" E a distance of 12.12 feet to the Point of Beginning.