

RESOLUTION NO. 25-03

A RESOLUTION CONCERNING THE GRANTING OF A NON-EXCLUSIVE ACCESS EASEMENT TO THE BUREAU OF LAND MANAGEMENT LOCATED NORTH OF COLORADO RIVER AND WEST OF REDLANDS PARKWAY

WHEREAS, the City of Grand Junction believes it is the owner of all that part of Lot 1 in Section 8, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, described as follows: All of the accreted land lying South of Lots XXIII and XXIX (Lots 23 and 29) of Orchard Grove Subdivision and the West ½ of Lot 1 of said Section 8 and Northerly of the Colorado River as set forth under Order of the District Court of the County of Mesa in Action No. 19066 recorded May 24, 1971, in Book 959 at Page 269 in the office of the Mesa County Clerk and Recorder; and

WHEREAS, the City Council has been asked to consider vacating certain portions of road right-of-way, commonly known as 23 Road, dedicated to the public with the platting of Orchard Grove Subdivision as recorded in Plat Book 2 at Page 1 in the office of the Mesa County Clerk and Recorder; and

WHEREAS, the following described real property owned by the United States of America, Department of Interior, Bureau of Land Management, will be landlocked as a result of the requested right-of-way vacation: Government Lot 6 in Section 7, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; and

WHEREAS, to comply with the provisions of Section 2.11 of the Zoning and Development Code, the City Council has agreed to convey an easement across the above described City owned property to provide access to the above described BLM property.

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 Access Easement conveying to the United States of America, Department of Interior, Bureau of Land Management, a nonexclusive easement for non-motorized access purposes over and across the limits of the City property described therein.

PASSED and ADOPTED this 5th day of March, 2003.

Attest:

/s/ Stephanie Tuin
City Clerk

/s/ Cindy Enos-Martinez
President of the Council

Grant of Access Easement

THIS GRANT OF ACCESS EASEMENT is made this _____ day of _____, 20____, by the City of Grand Junction, a Colorado home rule municipality (hereinafter referred to as the "Grantor"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and the United States of America, Department of Interior, Bureau of Land Management, whose address is 2815 H Road, Grand Junction, Colorado, 81606 (hereinafter referred to as the "Grantee").

WITNESSETH THAT

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, a non-exclusive easement for non-motorized access purposes, said easement being described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Easement Area").

The easement is for the benefit of and appurtenant to that land described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Dominant Estate").

Grantee's use of the Easement Area is specifically limited to, ingress and egress for pedestrians and other non-motorized forms of transportation for commuting and recreational purposes.

The Grantee shall maintain the Easement Area at all times in good condition and further shall be responsible for adequate snow and trash removal thereon, and this shall constitute a covenant running with the land and binding upon Grantee's successors and assigns.

Any liability for personal injury to Grantee, its employees, agents and invitees, or any third persons, as a result of or arising out of or relating to the use or occupancy of the Easement Area by Grantee shall be borne by Grantee. Further, Grantee agrees to indemnify and hold harmless Grantor, its officers, employees, agents, successors and assigns against any loss or damage which should result from, arise out of or be attributable to the use of the Easement Area whether or not such use is permitted hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

By _____

EXHIBIT "A"

Description of Easement

A twenty (20.0) foot wide easement situate in the Northwest $\frac{1}{4}$ of Section 8, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described by metes and bounds as follows:

Beginning at Northwest corner of Lot XXIII. of Orchard Grove Subdivision as recorded in Plat Book 2 at Page 1 in the office of the Mesa County Clerk and Recorder;

thence in a Southeasterly direction along the Southerly boundary line of said Lot XXIII to the Northwest Corner of Lot XXIX. of said Orchard Grove Subdivision; thence in a Southeasterly direction along the Southerly boundary line of said Lot XXIX. to a point on the westerly line of the Redlands Parkway as now constructed and laid upon the ground; thence in a Southwesterly direction along the westerly line of the Redlands Parkway a distance of 20.0 feet;

thence in a Northwesterly direction along a line which is parallel with and 20.0 feet Southwesterly of the Southerly boundary lines of Lots XXIX. and XXIII. of said Orchard Grove Subdivision to a point on the East boundary line of Government Lot 6 in Section 7, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado;

thence North along the East boundary line of said Government Lot 6 to the Point of Beginning.

EXHIBIT "B"

Description of the Dominant Estate

Government Lot 6 in Section 7, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado.