

PEOPLE'S ORDINANCE NO. 16

SERIES 1987

AN ORDINANCE AUTHORIZING THE SIGNING OF AN AGREEMENT WITH PUBLIC SERVICE COMPANY FOR AN ACCESS EASEMENT AT THE HILL RANCH

WHEREAS, Public Service Company of Colorado is proposing to construct a transmission line at the Hill Ranch; and

WHEREAS, the construction of this line requires access through and across property belonging to the Town of Breckenridge; and

WHEREAS, the Town is willing to grant such an easement;

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, that:

Section I. The Agreement with Public Service Company for a permanent non-exclusive easement for an access road and a temporary access easement, as well as other pertinent documents relative to the granting of these access easements, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof, is hereby approved by the Town Council.

Section II. The Town Manager of the Town of Breckenridge is hereby authorized, empowered and directed in the name of the Town of Breckenridge and on behalf of its Council to make, execute and deliver said Agreement and all pertinent related documents, attached hereto as Exhibit A, to complete the transaction.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 9th day of June, 1987. A Public Hearing on the Ordinance shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado, on the 23rd day of June, 1987, at 7:30 p.m. or as soon thereafter as possible in the Municipal Building of the Town.

ATTEST:

Rosemary Ahern
Rosemary Ahern, CMC, Town Clerk

TOWN OF BRECKENRIDGE
Stephen C. West
Stephen C. West, Mayor

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE this 23rd day of June, 1987.

A copy of this Ordinance is available for inspection in the office of the Town Clerk.

ATTEST:

Rosemary Ahern
Rosemary Ahern, CMC, Town Clerk

TOWN OF BRECKENRIDGE
Stephen C. West
Stephen C. West, Mayor

APPROVED IN FORM

Paul McElroy
Town Attorney

6-23-87
Date

EXHIBIT A
PEOPLE'S ORDINANCE NO. 16, SERIES 1987

AGREEMENT

This Agreement entered into by and between the Town of Breckenridge, Colorado ("Town") and Public Service Company of Colorado, a Colorado corporation ("Public Service").

WHEREAS, Public Service is proposing to construct a 230 kv transmission line as part of its Blue River-Mountain Parks 230 kv conversion project; and,

WHEREAS, the construction of the line requires access through and across property of the Town; and,

WHEREAS, the Town is willing to grant Public Service such access pursuant to the conditions contained herein.

NOW, THEREFORE, in consideration of the sum of Five Thousand Dollars (\$5,000.00) paid by Public Service to the Town, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Town shall grant Public Service a permanent non-exclusive easement for an access road located approximately as shown in green on Exhibit A. The easement form to be executed is attached hereto as Exhibit B. Public Service will construct and engineer the road at its cost to County Primitive Road Standards with the exclusion of any road base. The road shall be constructed and maintained during the construction of the line to the specifications of a 12 foot wide road with two foot shoulders. The Town shall stake and survey the road at a grade of less than 10%.
2. The Town shall grant Public Service a permanent non-exclusive easement for an access road from Ute Pass Road to the intersection of the new road described in paragraph 1. This easement shall be located approximately as shown in yellow on Exhibit A. The Town will supply necessary survey and legal description. The Town shall execute the easement form attached as Exhibit B.
3. The Town shall grant Public Service a temporary access license to be located approximately as shown in blue on Exhibit A. Prior to use of access, representatives of Public Service Company shall stake the location of access in the field, subject to Town approval. Public Service shall restrict its activities within 30 feet of each side of staked location. The license to be executed is attached as Exhibit C.

4. Public Service will indemnify and hold harmless the Town from all damages related to its construction activities, save for any damages caused by the Town.

5. Public Service will post with the Town a letter of credit in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for the repair and maintenance of all roads and all revegetation from May 1, 1987 through August 1, 1989.

6. Upon the posting of a letter of credit by Public Service and upon completion of all surveys, legal descriptions and staking, the Town will execute the respective easements and licenses.

DATED this _____ day of _____, 1987.

THE TOWN OF BRECKENRIDGE

By: _____

ATTEST:

PUBLIC SERVICE COMPANY OF COLORADO

By: _____

ATTEST:

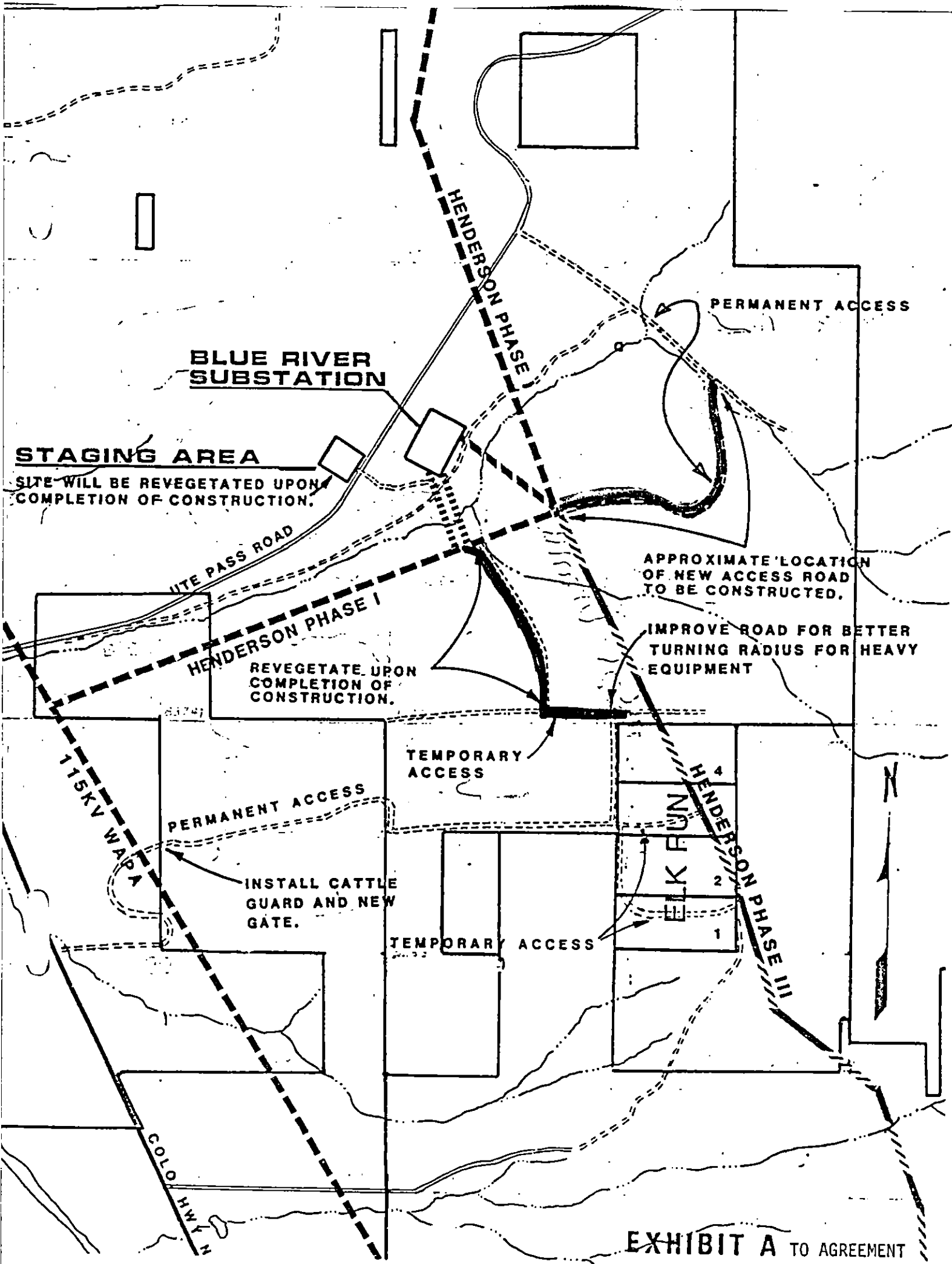


EXHIBIT A TO AGREEMENT

ACCESS EASEMENT

TOWN OF BRECKENRIDGE

A Colorado Municipal Corporation,

Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, 550 15th Street, Denver, Colorado 80202, Grantee, the receipt of whereof is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, its successors and assigns, a perpetual, non-exclusive easement for use as an access road only together with the right to improve, grade, maintain, and reconstruct said roadway, through, on, over and across the following described lands lying and being in the County of Summit, State of Colorado, to wit:

See Exhibit A to ACCESS EASEMENT (Attached)

The Grantor expressly reserves the right to utilize the above described real property for any purpose which will not interfere with Grantee's full use and enjoyment of the rights hereby granted.

Grantee shall maintain the roadway during construction, reconstruction, maintenance and repair of its electric facilities and pay for or repair any and all damage to said roadway and adjacent properties caused by the exercise of the rights granted to it hereunder.

Grantee is specifically prohibited from using the easement hereby granted for hunting or as access to public lands.

This easement is granted for access only for the construction, reconstruction, maintenance and repair of electrical facilities located or to be located across Grantor's property.

Grantee shall indemnify and hold the Grantor harmless against any and all claims, losses or damages including attorneys' fees arising from Grantee's use of the herein granted access easement.

The provisions of this easement shall be binding upon and shall inure to the benefit of their heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this _____ day of _____, 1987.

ATTEST:

TOWN OF BRECKENRIDGE

Rosemary Ahern, CMC, Town Clerk

By: _____
Gary Martinez, Town Manager

STATE OF COLORADO)
)ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 1987 by Gary Martinez as Town Manager and Rosemary Ahern as Town Clerk of the Town of Breckenridge.

Witness my hand and official seal.
My commission expires:

Notary Public

EXHIBIT B

08 11 11 11 11 11
15 16 17 18 19 20

ALPINE SURVEYORS

P. O. BOX 808
BRECKENRIDGE, COLORADO 80424
(303) 463-2478

May 5, 1987

LEGAL DESCRIPTION

A 60' ACCESS ROAD EASEMENT

A ROAD EASEMENT LYING IN SECTIONS 9 AND 16, TOWNSHIP 3S, RANGE 77W OF THE 6TH PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY OF SUMMIT, STATE OF COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF UTE PASS ROAD, ALSO KNOWN AS COUNTY ROAD 15, WHENCE THE SW CORNER OF SAID SECTION 9 BEARS S83°40'48"W 1280.50',
THENCE

N89°22'50"E 103.04', THENCE
S71°39'38"E 100.02', THENCE
S75°18'41"E 101.58', THENCE
S41°27'15"E 101.09', THENCE
S22°52'54"E 106.48', THENCE
S15°42'39"E 106.22', THENCE
S11°11'29"E 101.77', THENCE
S43°45'15"E 87.53', THENCE
S89°17'26"E 54.85', THENCE
N68°46'28"E 56.09', THENCE
N79°49'55"E 104.98', THENCE
N80°28'58"E 100.53', THENCE
S89°57'49"E 101.78', THENCE
S78°26'12"E 96.45', THENCE
S59°34'40"E 107.31', THENCE
S89°39'58"E 50.88', THENCE
N78°14'18"E 48.08', THENCE
S74°40'47"E 100.21', THENCE
S38°03'34"E 104.40', THENCE
S56°45'25"E 92.77', THENCE
S59°38'42"E 46.09', THENCE
S71°17'41"E 106.64', THENCE
S65°30'46"E 64.79', THENCE
S48°41'36"E 82.23', THENCE
S39°52'05"E 112.55', THENCE
S37°56'15"E 78.40', THENCE
S43°59'45"E 226.58', THENCE
S41°03'07"E 123.72', THENCE
S25°52'52"E 165.06', THENCE
S32°48'31"E 120.98', THENCE
S24°01'16"E 254.86', THENCE
S44°02'33"E 347.16', THENCE
S22°43'23"E 175.36', THENCE
S17°27'23"W 146.35', THENCE
S57°10'42"W 125.66', THENCE
N83°22'39"W 192.51', THENCE
S60°19'50"W 115.52', THENCE
S43°07'28"W 117.93', THENCE
S17°53'12"W 252.29', THENCE
S47°43'51"W 96.62', THENCE
S80°37'41"W 106.38', THENCE
S76°09'24"W 107.10', THENCE

S72°34'43"W 111.71', THENCE
S70°30'23"W 107.29', THENCE
S73°34'09"W 108.63', THENCE
S75°15'50"W 99.75', THENCE
S75°49'04"W 681.43' TO THE CENTERLINE OF PUBLIC SERVICE POWER LINE EASEMENT, WHENCE THE SW CORNER OF SAID SECTION 16 BEARS S16°25'58"E 2444.86'.

CONTAINING: 9.865 ACRES, MORE OR LESS.

EXHIBIT A
TO
ACCESS EASEMENT

TEMPORARY ACCESS LICENSE

THE TOWN OF BRECKENRIDGE
a Colorado Municipal Corporation

Licensor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, 550 15th Street, Denver, Colorado 80202, Licensee, the receipt whereof is hereby acknowledged, hereby grants unto Licensee a temporary non-exclusive right and permission to use the road indicated in blue on the attached map for ingress and egress to and from the Henderson Phase I Electric Transmission Line. This License shall include the use of such road by construction vehicles for the hauling of equipment and materials, and by other vehicles and equipment of Public Service, its employees, agents, contractors, and sub-contractors. The right and permission herein granted shall be from May 1, 1987 through May 1, 1988. The Grantor expressly reserves the right to utilize the real property for any purpose which will not interfere with Grantee's full use and enjoyment of the rights hereby granted.

Licensee shall be responsible to repair any and all damages to the property of the Licensor caused by the exercise of the rights granted to Licensee hereunder, to revegetate all disturbed areas and restore the property to a condition acceptable to Licensor upon termination of this access license.

Licensee is specifically prohibited from using the access road easement for hunting or as access to public lands.

The provisions of this license shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Licensee shall indemnify and hold the Licensor harmless against any and all claims, losses or damages including attorneys' fees arising from Licensee's use of the described access easement.

Signed and delivered this _____ day of _____, 1987.

ATTEST:

THE TOWN OF BRECKENRIDGE

Rosemary Ahern, CMC, Town Clerk

By:

Gary Martinez, Town Manager

STATE OF COLORADO)
)ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 1987 by Gary Martinez as Town Manager and Rosemary Ahern, CMC, as Town Clerk of the Town of Breckenridge.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT C