

RESOLUTION 2016-34

A RESOLUTION APPROVING AND GRANTING A LICENSE AGREEMENT TO BLACK ROCK GJ, LLC FOR THE USE OF THE OLD FRUITA WATER PIPELINE AND EASEMENT AS RECORDED IN BOOK 995, PAGE 21 OF THE MESA COUNTY CLERK AND RECORDERS OFFICE FOR IRRIGATION PURPOSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Fruita has a pipeline in an easement as recorded in Book 995, Page 21 of the Mesa County Clerk and Records Office; and

WHEREAS, the City of Fruita has not used the pipeline since 1983 and has future plans to use the pipeline; and

WHEREAS, the pipeline and easement for the pipeline are located on real property owned by Black Rock GJ, LLC, and

WHEREAS, Black Rock GJ, LLC has a use for the pipeline and easement for irrigation purposes:

WHEREAS, a License Agreement for Black Rock GJ, LLC's use of the pipeline and pipeline easement has been negotiated with Black Rock GJ, LLC.

NOW, THEREFORE BE IT RESOLVED, that the City of Fruita hereby approves and grants a License Agreement with Black Rock GJ, LLC for the use of the City's pipeline and pipeline easement for irrigation purposes and authorizes the City Manager to execute the License Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO THIS 6TH DAY OF SEPTEMBER, 2016.

CITY OF FRUITA

Lori Buck, Mayor

ATTEST:

Margaret Sell, City Clerk

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made effective as of _____, 2016, by and between **BLACK ROCK GJ, LLC, a Colorado limited liability company**, of 710 S. 15th St., Grand Junction, CO 81501 ("Licensee") and **THE CITY OF FRUITA, COLORADO, a home rule municipal corporation**, of 325 E. Aspen, Fruita, CO 81521 ("Licensor").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION ONE GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described property located in Mesa County, Colorado:

The easement located in the E $\frac{1}{2}$ W $\frac{1}{2}$, Section 29, Township 1 North, Range 2 West, Ute Meridian, as more specifically described on Exhibit "A" attached hereto ("Easement") and as depicted in the drawing attached thereto as Exhibit "A".

SECTION TWO LIMITATION TO DESCRIBED PURPOSE

Licensee desires to install an underground irrigation water pipeline to serve its property as described in Exhibit "B" attached hereto. Licensee shall install the irrigation pipeline in a workmanlike manner and shall return the surface to its original condition upon completion of the pipeline. Licensee shall have the right to use the existing line located in the Easement. The existing line is without warranty or representation as to condition. Any repairs or replacements shall be at Licensee's expense.

Nothing in this License Agreement shall be deemed to create in the Licensee any interest or estate in the real property of the Licensor. During the term of this License Agreement no interest or estate in the real property of the Licensor shall be created in the Licensee except by express deed or conveyance.

Licensee shall have the right to install its own water line. In the event of such installation the line shall be abandoned in place upon termination of this License.

SECTION THREE TERMINATION

A. This Agreement shall terminate twenty (20) years from the date hereof, unless extended for an additional term of twenty (20) years upon ninety (90) days written notice from Licensee to Licensor.

B. Upon termination of this Agreement, Licensee shall quit the above-described property, and shall return the property of Licensor to its original condition within six (6) months of termination.

C. Any termination of this Agreement, however caused, shall be entirely without prejudice to the rights of Licensor that have accrued under this Agreement prior to the date of such termination.

SECTION FOUR INDEMNITY

Licensee shall indemnify and hold harmless Licensor, its agents, successors and assigns from and against any and all claims, costs, expenses or damages incurred by or asserted against any of them related to or arising out of Licensee's use of Licensor's property hereunder. Such indemnity shall include, but not be limited to, Licensor's reasonable attorney fees, court costs and expenses of litigation. This indemnity shall include, but not be limited to, claims for bodily injury, property damage and mechanic's liens.

No fences, cattle guards or other improvements of Licensor, or the imposition of other safeguards to protect the rights and property of Licensor and surface lessee, if any, shall be cut or damaged by Licensee.

The Licensee agrees that it shall not pollute, contaminate, diminish or in any manner degrade the quality or quantity of any existing water or water resource affected by Licensee's activities on the subject lands.

The duty to conform to environmental laws and to abate the environmental damages resulting from activities of Licensee, both present and future, is the responsibility of the Licensee. Licensee will defend, indemnify and hold harmless the Licensor from any and all violations of environmental law including, but not limited to, hazardous waste, solid waste disposal, clean air, clean water and endangered species caused by Licensee's operations.

Licensee agrees to annually control noxious weeds on the project site and along water discharge drainages to prevent spreading of noxious weeds.

**SECTION FIVE
GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

**SECTION SIX
ASSIGNMENT**

Licensee's rights and obligations under this License Agreement shall not be transferable in whole or in part, voluntarily or involuntarily, without the prior written consent of Licensor, which Licensor may withhold, delay or condition in Licensor's sole and absolute discretion. Subject to the limitations stated in the preceding sentence, the terms and conditions of this Agreement shall bind and benefit Licensor, Licensee and their respective heirs, successors and assigns.

**SECTION SEVEN
ATTORNEY'S FEES**

In any action or proceeding concerning this License Agreement the prevailing party shall be entitled to recover its reasonable attorneys fees, court costs and expenses of litigation, all in amounts as determined by the judge or other presiding official in such action or proceeding in addition to any other rights and remedies to which they may be entitled.

**SECTION EIGHT
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**SECTION NINE
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by either party or an authorized representative of each party.

**SECTION TEN
NOTICES**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by U.S. Mail, prepaid certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement, or to any

subsequent address provided by either party during the term hereof using the same form of delivery as required for any notice hereunder.

“LICENSEE”

BLACK ROCK GJ, LLC, a Colorado limited liability company

By: _____
Alan Parkerson, Manager

“LICENSOR”

THE CITY OF FRUITA, COLORADO, a home rule municipal corporation

By: _____
Printed Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Black Rock GJ, LLC, a Colorado limited liability company, by Alan Parkerson, Manager.

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 _____, 2016, by The City of Fruita, Colorado, a home rule municipal corporation, by _____, its _____.

Witness my hand and official seal.

Notary Public

THIS DEED, Made this 19th day of March, 19 73
between Kenneth J. Young, Lafayette Young, Jr.,
and Ross L. Williams
of the County of Mesa and state of
Colorado, of the first part, and Town of Fruita, a municipal
corporation,
of the County of Mesa and state of
Colorado, of the second part,

State Documentary Fee
Date APR 25 1973
\$ No Fee

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN DOLLARS and other valuable consideration, ~~FOUR DOLLARS~~
to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof
is hereby confessed and acknowledged, have remised, released, sold conveyed and QUIT CLAIMED, and by
these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part,
its ~~successors~~ successors and assigns, forever, all the right, title, interest, claim and demand which the said
parties of the first part have in and to the following described lot or parcel of land situate, lying and
being in the County of Mesa and State of Colorado, to wit:

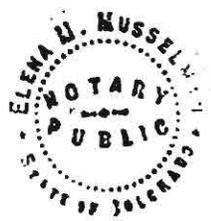
10 feet on either side of the following described centerline: Com-
mencing at the SW Corner of the E 1/2 SW 1/4 of Sec. 29, Twp. 1 N, R. 2
W., U.M., and consideration the S line of the SW 1/4 of Sec. 29 to
bear N 90°00'00" W with all other bearings contained herein relative
thereto; thence N 12° 12'07" E, 944.53 feet to a point on the N 1/2
right of way line of Colorado State Highway No. 340 said point also
being the True Point of Beginning: thence N 26°07'30" E, 648.05 feet;
thence N 01°21'45" E, 311.24 feet; thence N 00°34'35" W, 429.19 feet;
thence N 09°49'00" E, 565.92 feet; thence N 09°35'35" E, 893.12 feet;
thence N 06°31'00" E, 282.71 feet; thence N 11°24'25" E, 171.65 feet;
thence N 14°11'40" E, 394.50 feet; thence N 06°03'10" E, 456.57 feet;
thence N 35°21'55" W, 140.11 feet; thence N 48°57'40" W, 167.50 feet;
thence N 25°35'40" W, 193.60 feet to a point on the N line of the
NW 1/4 of said Sec. 29 from which the NE Corner of Sec. 29 is Easterly
3,179.84 feet, said point being the termination of the above de-
scribed easement; all being over and across the E 1/2 W 1/4 of said Sec.
29.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the
said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said
party of the second part, its ~~successors and assigns~~ successors and assigns forever.
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
and seal S the day and year first above written.

Signed, Sealed and Delivered in the Presence of
Ross L. Williams
Kenneth J. Young [SEAL]
Lafayette Young, Jr. [SEAL]
Ross L. Williams [SEAL]

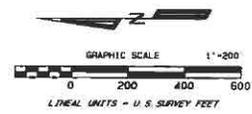
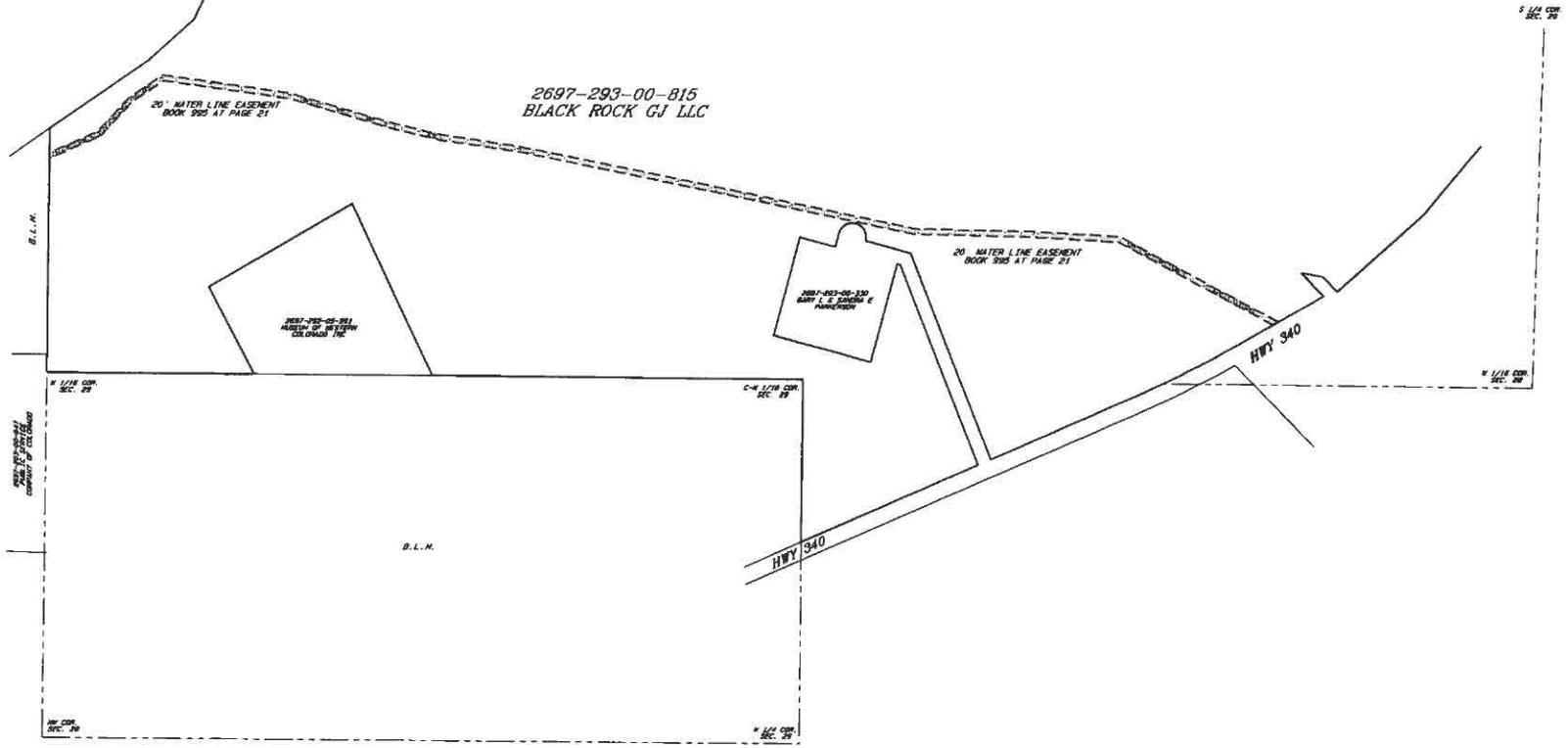
STATE OF COLORADO, }
County of MESA } ss.

The foregoing instrument was acknowledged before me this 23rd day of March April
19 73, by* Kenneth J. Young, Lafayette Young, Jr., and Ross L.
Williams. My commission expires September 4, 1974
My commission expires 1973. Witness my hand and official seal.



Elena M. Muselman
Notary Public

CITY OF FRUITA WATER LINE EASEMENT



CITY OF FRUITA WATER LINE EASEMENT SEC. 28 T11N, R2W, U.M.		
D H SURVEYS INC. 118 OURAY AVE - GRAND JUNCTION, CO. (970) 845-8748		
DESIGNED BY	CHECKED BY	JOB NO.
H. N. D.	E. E. B.	08-07-20
DRAWN BY	DATE	SHEET
TRICKEL	AUG. 2018	1 OF 1

EXHIBIT A - PAGE 2 TO LICENSE AGREEMENT



Ken Brownlee, Assessor
 Real Property Record
 P.O. Box 20,000
 544 Rood Avenue
 Grand Junction, CO 81502

Full Color Print

Property Information (Report Date 7/19/2016)

Parcel Number: 2697-293-00-815
 Account Number: R014768
 Property Use: Agricultural
 Location Address:
 Mailing Address: 710 S 15TH ST
 GRAND JUNCTION, CO 81501
 Owner Name: BLACK ROCK GJ LLC
 Joint Owner Name:
 Neighborhood: AREA 29 (29.00)
 Associated Parcel: N/A
 Approx. Latitude: 39.128185
 Approx. Longitude: -108.730646



Legal Description

BEG N 0DEG28'52SEC E 78.87FT FR S4 COR SEC 29 1N 2W ALG CVE TO RIGHT RAD 1382.50FT CH BRS N 78DEG14'40SEC W 265.12FT N 72DEG45' W 180FT N 50DEG18'30SEC W 321.40FT N 41DEG35' W 416.40FT N 29DEG35'04SEC W 37.40FT N 48DEG28' E 73.60FT N 10DEG25' E 80.23FT S 48DEG28' W 116.70FT N 1.26FT W 11.77FT N 29DEG25'38SEC W 399.30FT ALG CVE TO RIGHT RAD 3733FT CH BRS N 26DEG35'19SEC W 369.76FT N 23DEG44'59SEC W 569.5FT N 68DEG39' E 795.55FT N 15DEG09' E 169FT ALG CVE TO LEFT RAD 50FT CH BRS N 15DEG09' E 100FT N 74DEG51' W 50FT N 15DEG09' E 131.60FT N 74DEG51' W 363FT S 15DEG09' W 363FT S 74DEG51' E 363FT S 15DEG09' W 12.40FT S 68DEG39' W 772.44FT N 23DEG44'59SEC W 696.67FT S 89DEG45'42SEC E 589.88FT N 0DEG07'40SEC E 1337.25FT N 84DEG29'15SEC E 674.89FT N 29DEG55' W 592.67FT S 62DEG15'39SEC W 351.31FT N 0DEG13'08SEC E 745.38FT S 89DEG37'04SEC E 889.12FT S 34DEG38'55SEC E 431.81FT S 42DEG23'22SEC E 218.09FT S 83DEG52'54SEC E 59.89FT S 0DEG08'50SEC W 2180.76FT S 0DEG08'50SEC W 1314.67FT S 0DEG28'52SEC W 1267.79FT TO BEG EXC STRIP 20FT WIDE CONVEYED TO FRUITA B-512 P-570 MESA CO RECDS - 142.83AC

Tax Information

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Tax
2016	4147	\$0	\$3,590	\$3,590	\$0	\$1,040	\$1,040	12705	0.0598690	\$0.00	\$62.28
2015	4147	\$0	\$3,590	\$3,590	\$0	\$1,040	\$1,040	12705	0.0598890	\$0.00	\$62.28
2014	4147	\$0	\$3,290	\$3,290	\$0	\$950	\$950	12705	0.0594990	\$0.00	\$56.52

*Current estimated tax is using previous year's Mill Levy (Mill Levy determined in December of current year)

Taxing Authority Detail

Year	Agency Name	Agency Abbrev.	TAC Code	Mill Levy	Total (Assessed)	Tax Per Agency
2015	COLORADO RIVER WATER CONSERVANCY	COLRW	12705	0.2430	\$1,040	\$0.25
2015	COUNTY - DEVELOP DISABLED	MCCCB	12705	0.2880	\$1,040	\$0.30
2015	COUNTY GENERAL FUND	MCGF	12705	9.2710	\$1,040	\$9.64
2015	COUNTY ROAD & BRIDGE-FULL LEVY	MCR_B	12705	0.4430	\$1,040	\$0.46
2015	COUNTY TRANSLATOR TV FUND	MCTV	12705	0.0270	\$1,040	\$0.03
2015	ELMWOOD CEMETERY DISTRICT	ECD	12705	0.5560	\$1,040	\$0.58
2015	GRAND RIVER MOSQUITO CTRL	GRMCD	12705	1.5130	\$1,040	\$1.57
2015	LIBRARY DISTRICT	LIBR	12705	3.0810	\$1,040	\$3.20
2015	LOWER VALLEY FIRE PROTECT	LVFD	12705	5.3340	\$1,040	\$5.55
2015	SCHOOL DIST# 51 2006 OVERID	SD51006	12705	2.4250	\$1,040	\$2.52
2015	SCHOOL DIST# 51 BOND	SD51B	12705	8.6590	\$1,040	\$6.93
2015	SCHOOL DIST# 51 GENERAL	SD51	12705	24.9610	\$1,040	\$25.96
2015	SCHOOL DIST# 51 OVERRIDE	SD51O	12705	2.8000	\$1,040	\$2.91
2015	SOCIAL SERVICES	MCSS	12705	2.2680	\$1,040	\$2.36
Tax Authority Contact Information			Total Mill:	59.8690	Total Tax:	\$62.28

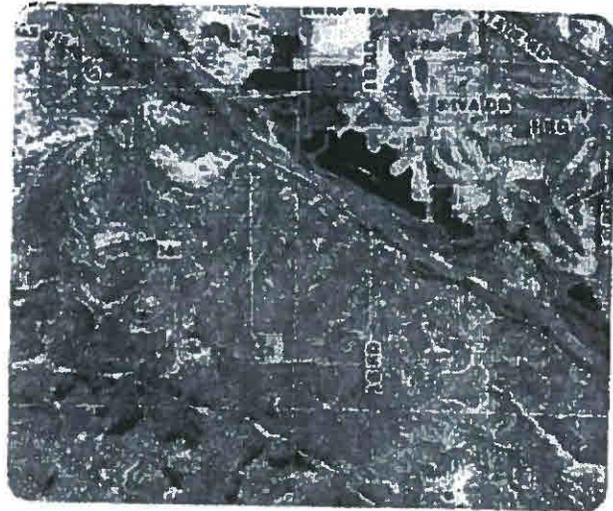


Ken Brownlee, Assessor
 Real Property Record
 P.O. Box 20,000
 544 Road Avenue
 Grand Junction, CO 81502

Full Color Print

Property Information (Report Date: 7/19/2016)

Parcel Number: 2697-294-00-814
 Account Number: R014779
 Property Use: Agricultural
 Location Address:
 Mailing Address: 710 S 15TH ST
 GRAND JUNCTION, CO 81501
 Owner Name: BLACK ROCK GJ LLC
 Joint Owner Name:
 Neighborhood: AREA 29 (29.00)
 Associated Parcel: N/A
 Approx. Latitude: 39.126471
 Approx. Longitude: -108.724677



Legal Description

BEG N 0DEG28'52SEC E 699.17FT FR S4 COR SEC 29 1N 2W N 0DEG28'52SEC E 657.49FT N 0DEG08'50SEC E 1314.67FT N 0DEG08'50SEC E 2180.76FT S 63DEG52'54SEC E 364.32FT S 45DEG57'12SEC E 274.85FT S 58DEG48'23SEC E 255.96FT S 63DEG17'29SEC E 504.23FT S 80DEG02'58SEC E 337.62FT S 48DEG02'05SEC E 452.94FT S 51DEG05'49SEC E 266.43FT S 56DEG42'43SEC E 726.51FT S 0DEG08'08SEC E 443.03FT S 0DEG25'46SEC W 2828.15FT N 89DEG51' W 1142.50FT N 54DEG20'30SEC W 86.09FT N 89DEG51' W 529.40FT S 87DEG54'19SEC W 237.28FT N 0DEG27'53SEC E 618.50FT N 89DEG49'31SEC W 659.66FT TO BEG - 229.97AC

Tax Information

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Tax
2016	4147	\$0	\$5,790	\$5,790	\$0	\$1,680	\$1,680	12705	0.0598690	\$0.00	*\$100.56
2015	4147	\$0	\$5,790	\$5,790	\$0	\$1,680	\$1,680	12705	0.0598690	\$0.00	\$100.56
2014	4147	\$0	\$5,300	\$5,300	\$0	\$1,540	\$1,540	12705	0.0594980	\$0.00	\$91.64

*Current estimated tax is using previous year's Mill Levy (Mill Levy determined in December of current year)

Taxing Authority Detail

Year	Agency Name	Agency Abbrev.	TAC Code	Mill Levy	Total (Assessed)	Tax Per Agency
2015	COLORADO RIVER WATER CONSERVANCY	COLRW	12705	0.2430	\$1,680	\$0.41
2015	COUNTY - DEVELOP DISABLED	MCCCB	12705	0.2880	\$1,680	\$0.48
2015	COUNTY GENERAL FUND	MCGF	12705	9.2710	\$1,680	\$15.58
2015	COUNTY ROAD & BRIDGE-FULL LEVY	MCR_B	12705	0.4430	\$1,680	\$0.74
2015	COUNTY TRANSLATOR TV FUND	MCTV	12705	0.0270	\$1,680	\$0.05
2015	ELMWOOD CEMETERY DISTRICT	ECD	12705	0.5580	\$1,680	\$0.93
2015	GRAND RIVER MOSQUITO CTRL	GRMCD	12705	1.5130	\$1,680	\$2.54
2015	LIBRARY DISTRICT	LIBR	12705	3.0810	\$1,680	\$5.18
2015	LOWER VALLEY FIRE PROTECT	LVFD	12705	5.3340	\$1,680	\$8.96
2015	SCHOOL DIST# 51 2006 OVERID	SD51006	12705	2.4250	\$1,680	\$4.07
2015	SCHOOL DIST# 51 BOND	SD51B	12705	6.6590	\$1,680	\$11.19
2015	SCHOOL DIST# 51 GENERAL	SD51	12705	24.9610	\$1,680	\$41.93
2015	SCHOOL DIST# 51 OVERRIDE	SD51O	12705	2.8000	\$1,680	\$4.70
2015	SOCIAL SERVICES	MCSS	12705	2.2680	\$1,680	\$3.81
Tax Authority Contact Information			Total Mill:	59.8690	Total Tax:	*\$100.56