

RESOLUTION NO. 25-94

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc., a Colorado corporation, has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of fiber optics cable and copper wire under and within the following described public right-of-way for Crossroads Boulevard:

Beginning at the Southwest corner of Lot 8, Block 1 of Crossroads Colorado West situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 11 at Page 149 in the office of the Mesa County Clerk and Recorder; thence Easterly along the South boundary of said Lot 8 a distance of 10.01 feet along the arc of a curve to the right having a central angle of 02°02'57", a radius of 280.00 feet, and a long chord which bears N 87°13'09" E a distance of 10.01 feet; thence S 00°09'02" W a distance of 2.44 feet; thence S 21°56'25" W a distance of 64.55 feet to a point on the North boundary of Lot 6, Block 2 of the Replat of Crossroads Colorado West as recorded in Plat Book 12 at Page 92 in the office of the Mesa County Clerk and Recorder; thence Westerly along the North boundary of said Lot 6 a distance of 11.80 feet along the arc of a curve to the left having a central angle of 03°04'20", a radius of 220.00 feet, and a long chord which bears S 79°54'51" W a distance of 11.80 feet; thence N 21°56'25" E a distance of 68.88 feet to the Point of Beginning; and

WHEREAS, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to grant the attached Revocable Permit to the above named Petitioner for the purpose aforescribed and within the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 6th day of April, 1994.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Reford C. Theobald
President of the Council

REVOCABLE PERMIT

WHEREAS, Rocky Mountain Health Maintenance Organization, Inc., a Colorado corporation, has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of fiber optics cable and copper wire under and within the following described public right-of-way for Crossroads Boulevard:

Beginning at the Southwest corner of Lot 8, Block 1 of Crossroads Colorado West situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 11 at Page 149 in the office of the Mesa County Clerk and Recorder; thence Easterly along the South boundary of said Lot 8 a distance of 10.01 feet along the arc of a curve to the right having a central angle of 02°02'57", a radius of 280.00 feet, and a long chord which bears N 87°13'09" E a distance of 10.01 feet; thence S 00°09'02" W a distance of 2.44 feet; thence S 21°56'25" W a distance of 64.55 feet to a point on the North boundary of Lot 6, Block 2 of the Replat of Crossroads Colorado West as recorded in Plat Book 12 at Page 92 in the office of the Mesa County Clerk and Recorder; thence Westerly along the North boundary of said Lot 6 a distance of 11.80 feet along the arc of a curve to the left having a central angle of 03°04'20", a radius of 220.00 feet, and a long chord which bears S 79°54'51" W a distance of 11.80 feet; thence N 21°56'25" E a distance of 68.88 feet to the Point of Beginning; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby granted to Rocky Mountain Health Maintenance Organization, Inc., a Colorado corporation, a Revocable Permit for the purposes aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself and all other Public Utilities, hereby reserves and retains a perpetual right to utilize the aforescribed public right-of-way for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said right-of-way. The City further reserves and retains the right to revoke this permit at any time and for any reason.

2. The Petitioner agrees that it will not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, or any other Public Utility, liable for any damage(s) caused to the facilities to be installed by the Petitioner, or any other property of the Petitioner or any other person, as a result of the City or any other Public Utility's installation, operation, maintenance or repair of roadway improvements or public utilities within the aforescribed public right-of-way.

3. The Petitioner, by accepting this Revocable Permit, expressly promises and guarantees, for itself and for its successors and assigns, forever, the complete performance of the work to be performed by

the Petitioner through standards acceptable to the City; that the Petitioner shall be obligated to maintain and make necessary repairs to the facilities installed by the Petitioner, not the City of Grand Junction; that the Petitioner shall immediately repair, through standards acceptable to the City, any damage(s) caused to the roadway improvements or utilities either now or in the future situated within the right-of-way for Crossroads Boulevard should the same become damaged as a result of the Petitioner's use and occupancy of said right-of-way. The promises and guarantees covered under this Section 3 shall include all repairs and actions needed resulting from, but not limited to, defects in workmanship, defects in material(s), normal wear and tear, settling of fills or excavations, or any unauthorized deviations from the approved plans and specifications. In the event the Petitioner fails to immediately make any such repairs as set forth herein, the City may make such repairs and the Petitioner agrees, for itself and for its successors and assigns, to timely pay and reimburse the City for all reasonable costs incurred by the City in making such repairs.

4. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claim or cause of action however stated arising out of the encroachment and use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way and, at its own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

5. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner in the office of the Mesa County Clerk and Recorder.

Dated this 6th day of April, 1994.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Mark K. Achen
City Manager

Acceptance:

Lowell Laycock, Treasurer

Robert Denning, President

AGREEMENT

Rocky Mountain Health Maintenance Organization, Inc., a Colorado corporation, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; Indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit; Within thirty days (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

Dated this _____ day of _____, 1994.

Rocky Mountain Health Maintenance Attest:
Organization, a Colorado corporation

Lowell Laycock, Treasurer

Robert Denning, President

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1994, by Robert Denning as President and Lowell Laycock as Treasurer of Rocky Mountain Health Maintenance Organization, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public