

RESOLUTION NO. 13-96

CONCERNING THE GRANTING OF A TELECOMMUNICATIONS EASEMENT
TO U.S. WEST COMMUNICATIONS

WHEREAS, U.S. West Communications has requested an easement for the installation, operation, maintenance and repair of telecommunication lines across the south ten feet of the vacant and surplus portion of South Sherwood Park; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action will not 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 is hereby authorized to execute the attached Grant of Easement conveying a telecommunications easement across the South ten feet of the vacant and surplus portion of South Sherwood Park to U.S. West Communications.

PASSED and ADOPTED this 7th day of February, 1996.

Attest:

/s/ Theresa Martinez
Deputy City Clerk

/s/ Ron Maupin
President of the Council

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 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto U.S. WEST COMMUNICATIONS, Inc., a Colorado corporation, whose address is 1808 California Street, Denver, Colorado 80202, Grantee, a non-exclusive telecommunications easement for the installation, operation, maintenance, repair and replacement of telecommunications lines on, along, over, under, through and across the following described easement, to wit:

Commencing at the Southwest Corner of Section 11, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, thence N 00°06'00" W along the West line of the SW 1/4 of said Section 11 a distance of 186.00 feet, thence S 89°42'00" E a distance of 40.00 feet to a point on the East right-of-way line for North First Street and the True Point of Beginning of the easement herein described; thence N 00°06'00" W along the East right-of-way line for North First Street a distance of 10.00 feet; thence S 89°42'00" E a distance of 61.08 feet; thence S 44°45'22" W a distance of 14.01 feet; thence N 89°42'00" W a distance of 51.20 feet to the Point of Beginning.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction or repair machinery, subject to the terms and conditions contained herein.

Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not unreasonably interfere with any of the Grantee's facilities therein or the use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement. In the event of permanent abandonment of the easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially 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 standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee; Grantee shall indemnify Grantor and hold Grantor harmless from any and all damages or claims for damages to persons or property caused by or arising from the negligence or willful misconduct of Grantee.

Signed this _____ day of _____, 1996.

Attest: The City of Grand Junction, a Colorado home
rule municipality

By: _____
City Clerk City Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by Mark K. Achen as City Manager and attested to by Stephanie Nye as City Clerk for the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: _____

Notary Public