

RESOLUTION NO. 16-96

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 City owned property commonly known as the Jarvis Property situated in the SW1/4 of the NW1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; 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 fifteen foot wide telecommunications easement along and adjacent to the Northerly and Easterly boundary lines of the said Jarvis Property as described in the attached Grand of Easement.

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

Attest:

/s/ Stephanie Nye
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, the herein described fifteen foot wide non-exclusive telecommunications easement for the installation, operation, maintenance, repair and replacement of telecommunications lines on, along, over, under, through and across that certain real property lying, being and situate in the SW1/4 of the NW1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, the side lines of said easement being parallel with and 7.50 feet on either side of the following described centerline, to wit:

Commencing at the Northwest Corner of the SW1/4 NW1/4 of said Section 23, thence S 89°58'32" E along the North line of said SW1/4 NW1/4, with all bearings contained herein being relative thereto, a distance of 490.00 feet to the Point of Beginning;
thence S 00°16'03" W a distance of 7.50 feet;
thence S 89°58'32" E a distance of 699.41 feet;
thence 724.56 feet along the arc of a non-tangent curve to the right having a radius of 1038.42 feet, a central angle of 39°58'42", and a long chord bearing S 02°48'03" W a distance of 709.95 feet;
thence S 22°56'40" W a distance of 65.00 feet;
thence S 67°03'20" E a distance of 7.00 feet to the Point of Terminus,
the side lines of said easement to be shortened or lengthened to intersect with and terminate at the North line of said SW1/4 NW1/4 and the Westerly right-of-way line of Denver & Rio Grande Western Railroad as said lines are common with the boundary of the property hereby encumbered.

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. Permanent abandonment shall have occurred if Grantee shall fail to use the easement for any twelve (12) consecutive months.

The work and act of installing and maintaining said lines and fixtures shall be performed with due 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 higher standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee; Grantee shall indemnify Grantor, its officers, employees and agents and hold Grantor, its officers, employees and agents harmless from any and all damages or claims for damages to persons or property alleged to be 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

City Clerk

By: _____
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