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Monika Todd Clk&Rec Mesa County Co
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RESOLUTION NO. 94-96

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

WHEREAS, U.S. West Communications, Inc., has requested an easement for the installation, operation, maintenance and repair of a telecommunications distribution cabinet on the City owned property described as Lot 23, Block 101 of the Original Plat of the City of Grand Junction, also known as 236 Main Street in the 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 ten (10.0) foot by twenty (20 foot telecommunications easement across Lot 23, Block 101 of the Original Plat of the City of Grand Junction to U.S. West Communications, Inc.

PASSED and ADOPTED this 16th day of October, 1996.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Linda Afman
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 non-exclusive telecommunications easement for the installation, operation, maintenance, repair and replacement of a distribution cabinet, on, along, over, under, through and across that certain real property described as Lot 23, Block 101 of the Original Plat of the City of Grand Junction, situate in the SW1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, said easement being more particularly described by the following metes and bounds, to wit:

Beginning at the Northwest Corner of Lot 23, Block 101 of the Original Plat of the City of Grand Junction; thence South along the West boundary line of said Lot 23 a distance of 20.00 feet; thence East a distance of 10.00 feet; thence North a distance of 20.00 feet to a point on the North boundary line of said Lot 23; thence West along said North boundary line a distance of 10.00 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 telecommunications distribution cabinet and related fixtures and devices, subject to the following terms, covenants, conditions and restrictions:

1. Grantor reserves the right to use and occupy the easement for any purpose which is not inconsistent 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.
2. 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.
3. The work and act of installing and maintaining said telecommunications distribution cabinet shall be performed with due care; the surface along the easement shall be restored substantially to its original level, condition and integrity immediately upon the completion of installation, maintenance and repair work; if the Grantee refuses or neglects to commence restoration of the surface of the easement within thirty (30) days after written demand by the Grantor, or fails to complete such restoration work within a reasonable time thereafter, the Grantor may enter upon the easement and perform such restoration work without liability to Grantee's operations and/or facilities by reason thereof, and if the Grantor performs such restoration work, the

Grantee shall pay to the Grantor, on demand, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the Grantor for such restoration work until paid in full by Grantee.

4. 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 24th day of October, 1996.

The City of Grand Junction, a Colorado
home rule municipality

ATTEST:

/s/Mark Achen
City Manager

/s/ Stephanie Nye
City Clerk

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 24th day of October, 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: 2-2-98

/s/ Christine English
Notary Public