

**RESOLUTION NO. 126-00**

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
THE TRUSTEES OF STATE COLLEGES IN COLORADO**

**Recitals.**

1. The Trustees of State Colleges in Colorado, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace buried electric lines within the limits of the following described public rights-of-way, to wit:

Permit Area No. 1 Beginning at a point on the north right-of-way line for Mesa Avenue which is common with the Southeast Corner of Lot 11, Block 3 of Garfield Park Subdivision, According to the Refiling Plat Thereof, situate in the Southeast  $\frac{1}{4}$  of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, as recorded in Plat Book 7 at Page 9 in the office of the Mesa County Clerk and Recorder; thence East along the north right-of-way line of Mesa Avenue a distance of 6.0 feet to the Point of beginning; thence South a distance of 329.70 feet to a point from whence the Southeast Corner of Lot 11, Block 6 of said Garfield Park Subdivision bears West a distance of 6.0 feet; thence Southwesterly to a point on the south right-of-way line for Texas Avenue from whence the Northeast Corner of Lot 10 of South Garfield Park Subdivision bears West a distance of 20.0 feet to the Point of Terminus; and also

Permit Area No. 2 Beginning at a point on the north right-of-way line for Elm Avenue from whence the Southwest Corner of Lot 32 of South Garfield Park Subdivision, situate in the Southeast  $\frac{1}{4}$  of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, bears West a distance of 32.5 feet; thence Southwesterly to a point on the south right-of-way line for Elm Avenue from whence the Northeast Corner of Lot 48 of McMullin & Gormley Subdivision bears West a distance of 3.0 feet; thence South to a point from whence the Northeast Corner of Lot 38 of said McMullin & Gormley Subdivision bears West a distance of 3.0 feet; thence Southwesterly a distance of 10.0 feet to a point on the East boundary line of said Lot 38 and the Point of Terminus.

2. Based on the foregoing, 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 issue the attached Revocable Permit to the above-named Petitioner for the purposes aforescribed and within the limits of the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 6<sup>th</sup> day of December, 2000.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Gene Kinsey  
President of the Council

## REVOCABLE PERMIT

### Recitals

1. The Trustees of State Colleges in Colorado, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace buried electric lines within the limits of the following described public rights-of-way, to wit:

Permit Area No. 1 Beginning at a point on the north right-of-way line for Mesa Avenue which is common with the Southeast Corner of Lot 11, Block 3 of Garfield Park Subdivision, According to the Refiling Plat Thereof, situate in the Southeast  $\frac{1}{4}$  of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, as recorded in Plat Book 7 at Page 9 in the office of the Mesa County Clerk and Recorder; thence East along the north right-of-way line of Mesa Avenue a distance of 6.0 feet to the Point of beginning; thence South a distance of 329.70 feet to a point from whence the Southeast Corner of Lot 11, Block 6 of said Garfield Park Subdivision bears West a distance of 6.0 feet; thence Southwesterly to a point on the south right-of-way line for Texas Avenue from whence the Northeast Corner of Lot 10 of South Garfield Park Subdivision bears West a distance of 20.0 feet to the Point of Terminus; and also

Permit Area No. 2 Beginning at a point on the north right-of-way line for Elm Avenue from whence the Southwest Corner of Lot 32 of South Garfield Park Subdivision, situate in the Southeast  $\frac{1}{4}$  of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, bears West a distance of 32.5 feet; thence Southwesterly to a point on the south right-of-way line for Elm Avenue from whence the Northeast Corner of Lot 48 of McMullin & Gormley Subdivision bears West a distance of 3.0 feet; thence South to a point from whence the Northeast Corner of Lot 38 of said McMullin & Gormley Subdivision bears West a distance of 3.0 feet; thence Southwesterly a distance of 10.0 feet to a point on the East boundary line of said Lot 38 and the Point of Terminus.

2. Based on the foregoing, 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, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes aforescribed and within the limits of the public rights-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The installation of buried electric lines within the public right-of-way as authorized pursuant to this Permit shall be performed using commonly accepted directional boring or open trenching techniques, exercising due care or any other higher standard of care as may be required to avoid damaging utilities or any other facilities presently existing in said rights-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the  
aforedescribed public rights-of-way for any purpose whatsoever. The City further reserves and  
retains the right to revoke this Permit at any time and for any reason.

3. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold,  
nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for  
damages caused to the facilities to be installed by the Petitioner within the limits of said public  
rights-of-way (including the removal thereof), or any other property of the Petitioner or any other  
party, as a result of the Petitioner's occupancy, possession or use of said public rights-of-way or  
as a result of any City activity or use thereof or as a result of the installation, operation,  
maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above described public rights-of-way  
and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of  
an agreement that the Petitioner and the Petitioner's successors and assigns, shall save and  
hold the City of Grand Junction, its officers, employees and agents harmless from, and  
indemnify the City, its officers, employees and agents, with respect to any claim or cause of  
action however stated arising out of, or in any way related to, the encroachment or use  
permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole  
expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may  
occur by mailing a first class letter to the last known address), peaceably surrender said public  
rights-of-way and, at its own expense, remove any encroachment so as to make the  
aforedescribed public rights-of-way available for use by the City or the general public. The  
provisions concerning holding harmless and indemnity shall survive the expiration, revocation,  
termination or other ending of this Permit .

6. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely  
responsible for maintaining and repairing the condition of facilities authorized pursuant to this  
Permit.

7. This Revocable Permit, the foregoing Resolution and the following Agreement shall be  
recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk  
and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance on behalf of The Trustees of  
State Colleges in Colorado:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT**

The Trustees of State Colleges in Colorado, 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; As set forth, 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 (30) days of revocation of said Permit, peaceably surrender said public rights-of-way to the City of Grand Junction and, at its expense, remove any encroachment so as to make said public rights-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

The Trustees of State Colleges in Colorado:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado )  
  )ss.  
County of                    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as \_\_\_\_\_ of the Trustees of State Colleges in Colorado.

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public