

**RESOLUTION NO. 96-00**

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
THE MESA STATE COLLEGE FOUNDATION**

**Recitals.**

1. The Mesa State College Foundation, hereinafter referred to as the Petitioner, represent that it is the owner of that certain real property located at 1450 North 12<sup>th</sup> Street in the City of Grand Junction, County of Mesa, State of Colorado, and 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 communications lines within the limits of the following described public right-of-way for North 12<sup>th</sup> Street, to wit:

Commencing at the Southwest Corner of Lot 34, Block 2 of the Amended Plat of Henderson Heights, a subdivision situate in the Southwest ¼ of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 5 at Page 19 in the office of the Mesa County Clerk and Recorder; thence N 00°00'00" E, along a line which is common with the west boundary line of said Lot 34 and the east right-of-way line for North 12<sup>th</sup> Street, a distance of 19.50 feet to the True Point of Beginning; thence leaving said common line, S 52°58'15" W a distance of 100.52 feet to a point on the west right-of-way line for North 12<sup>th</sup> Street 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 right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 4<sup>th</sup> day of October, 2000.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Gene Kinsey  
President of the Council

## REVOCABLE PERMIT

### Recitals

1. The Mesa State College Foundation, hereinafter referred to as the Petitioner, represent that it is the owner of that certain real property located at 1450 North 12<sup>th</sup> Street in the City of Grand Junction, County of Mesa, State of Colorado, and 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 communications lines within the limits of the following described public right-of-way for North 12<sup>th</sup> Street, to wit:

Commencing at the Southwest Corner of Lot 34, Block 2 of the Amended Plat of Henderson Heights, a subdivision situate in the Southwest  $\frac{1}{4}$  of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 5 at Page 19 in the office of the Mesa County Clerk and Recorder; thence N 00°00'00" E, along a line which is common with the west boundary line of said Lot 34 and the east right-of-way line for North 12<sup>th</sup> Street, a distance of 19.50 feet to the True Point of Beginning; thence leaving said common line, S 52°58'15" W a distance of 100.52 feet to a point on the west right-of-way line for North 12<sup>th</sup> Street 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 right-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 communications lines within the public right-of-way as authorized pursuant to this Permit shall be performed using commonly accepted directional boring 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 right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-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 right-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 right-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 right-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 heirs, 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 right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-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 Mesa State  
College Foundation:

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

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

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

**AGREEMENT**

The Mesa State College Foundation, 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 right-of-way to the City of Grand Junction and, at its expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

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

The Mesa State College Foundation:

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

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

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

State of Colorado )  
                                  )ss.  
County of            )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as \_\_\_\_\_ of the Mesa State College Foundation.

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

Witness my hand and official seal.

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