

RESOLUTION NO. 03-06

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO QWEST COMMUNICATIONS

Recitals.

A. Qwest Communications by Mitch Crespin hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOTS 17 THRU 32 INC BLK 107 CITY OF GRAND JUNCTION SEC 14 1S 1W
and identified by Mesa County Tax Schedule Number 2945-144-16-019.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a 5'x8' air intake hood 24'6" above the following described public right-of-way:

A parcel of land lying in the Southeast Quarter(SE1/4) of Section 14, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of Lot 32, Block 107, Plat of the Town of Grand Junction, as same is recorded in Plat Book 4, Page 17 in the office of the Mesa County Clerk and Recorder, said point also being on the south right of way for an alley within said Block 107, and considering the south right of way of said alley to bear N90°00'00"E, with all bearings herein being relative thereto; thence N 90°00'00"E, along the south right of way of said alley, a distance of 93.50 feet to the POINT OF BEGINNING, said point also being on the North line of Lot 29, said Block 107; thence N00°00'00"E, a distance of 6.00 feet; thence N90°00'00"E , along a line 6.00 feet north of and parallel with the south right of way of said alley, a distance of 10.00 feet; thence S00°00'00"W, a distance of 6.00 feet to a point on the south right of way of said alley, said point also being on the north line of Lot 28, said Block 107; thence S90°00'00"W, along the south right of way of said alley, a distance of 10.00 feet, more or less, to the point of beginning.

CONTAINING 60.00 square feet, more or less, as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2005-273 in the office of the City's Community Development Department, 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:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose 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 4th day of January, 2006.

Attest:

/s/: Stephanie Tuin
City Clerk

/s/: Bruce Hill
President of the City Council

REVOCABLE PERMIT

Recitals.

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CONTAINING 60.00 square feet, more or less, as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2005-273 in the office of the City's Community Development Department, 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 purpose 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 Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist 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, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any 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 in good condition and repair.

5. This Revocable Permit shall be issued only upon the 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 cost and expense 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. 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 _____, 2006.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Qwest Communications by Mitch Crespin

AGREEMENT

Qwest Communications by Mitch Crespin, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, 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 _____, 2006.

Qwest Communcations

By: _____
Mitch Crespin

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2006, by Mitch Crespin, Qwest Communications.

My Commission expires: _____
Witness my hand and official seal.

Notary Public