

RESOLUTION NO. 65-09

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

Recitals.

A. Mesa State College, 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 1 Thru 3 Inc Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and Lots 4 & 5 Block 11 Foresight Park For Industry Filing No 3 Sec 3 1S 1W and identified by Mesa County Tax Schedule Number 2945-033-15-964 and 2945-033-15-942.

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 telecommunications conduit within the following described public right-of-way as shown in Exhibit A:

A seven foot (7.00') wide Revocable Permit across Blichmann Avenue located in Foresight Park for Industry, Filing No. 3, as shown on plat recorded in Plat Book 12, Page 406, Mesa County records, in Grand Junction, Mesa County, Colorado and being more particularly described as follows:

BEGINNING at a point that lies South 89 degrees 59 minutes 42 seconds West, a distance of 56.60 feet from the most Northerly Northeast corner of said Lot 3, Block 6, Foresight Park for Industry, Filing No. 3; thence South 89 degrees 59 minutes 42 seconds West, a distance of 7.00 feet; thence North 00 degrees 00 minutes 18 seconds West, a distance of 60.00 feet; thence North 89 degrees 59 minutes 42 seconds East, a distance of 7.00 feet; thence South 00 degrees 00 minutes 18 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING.

Containing 0.010 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2009-160 in the office of the City's Public Works and Planning 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 17th day of August 2009.

Attest:

/s/ Bruce Hill
President of the City Council

/s/ Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals.

A. Mesa State College, 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:

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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 telecommunications conduit within the following described public right-of-way:

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Containing 0.010 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2009-160 in the office of the City's Public Works and Planning 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 _____, 2009.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Mesa State College

AGREEMENT

Mesa State College, 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 _____, 2009.

Mesa State College

By: _____

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2009 by _____, _____ of Mesa State College.

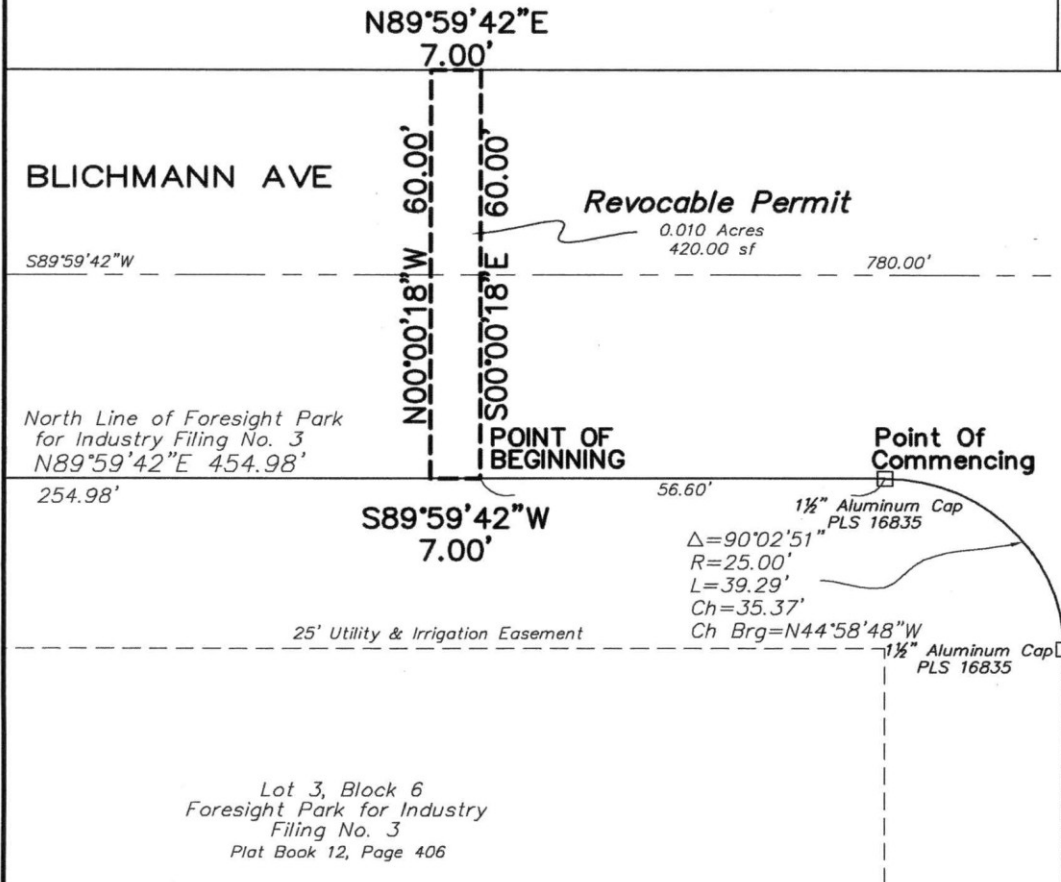
My Commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A REVOCABLE PERMIT

Lot 1-3, Block 11
Foresight Park for Industry
Filing No. 3
Plat Book 12, Page 406

30' Utility & Irrigation Easement

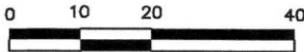


NOTE:

This exhibit is based on a survey made by D&H Surveying. No field work was performed by High Desert Surveying in the preparation of this document.



SCALE: 1" = 20'



High Desert Surveying, LLC

1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO. 09-71	Surveyed	Drawn	APP'D	SHEET	OF
DATE: July, 2009	DHS	rsk	skw	1	1