

PUB93IND

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: REVOCABLE PERMIT

NAME OF PETITIONER/GRANTOR: PUBLIC SERVICE COMPANY OF
COLORADO

LOCATION: INDEPENDENCE RANCH - FILING 7, LOT
2 OF BLOCK 3

PARCEL NO.: 2947-151-44-006

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

LICENSE

1627524 09:17 AM 01/25/93
MONIKA TODD CLK&REC MESA COUNTY CO

THIS LICENSE, made this 11th day of JANUARY, 1993,
by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation,
hereinafter called "Licensor", and THE CITY OF GRAND JUNCTION
hereinafter called "Licensee";

WITNESSETH:

WHEREAS, Licensor, owns an easement for electric transmission lines in
the NE $\frac{1}{4}$ of Section 15, Township 11 South, Range 101 West of the Ute P.M.
County of Mesa as shown on
Exhibit A; and

WHEREAS, Licensee has requested permission to construct, operate,
maintain and repair facilities consisting of an 8 inch sewer line crossing
transmission line right of way in 3 locations.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars
(\$1.00) the receipt of which is hereby acknowledged, Licensor does hereby
authorize Licensee to locate its said facilities on the premises as more
particularly shown on Exhibit A attached hereto and made a part hereof subject
to the following terms and conditions to wit:

1. It is understood and agreed that Licensor is the owner of only a limited interest in and to the above described easement by reason of a conveyance of an interest in land in the nature of a right-of-way and easement for the construction, operation, maintenance and reconstruction of electric transmission lines, and that Licensee, its successors and assigns, is required to obtain a conveyance from the owner or owners of the remaining proprietary interest in the premises.
2. After initial construction and thereafter, in the event of resettling, Licensee shall restore the surface of the premises by grading and compacting any irregularities left after construction.
3. Licensee shall reimburse Licensor for all costs involved for replacing and resetting any section corners, quarter corners, ownership monuments, rights-of-way markers and reference points, disturbed or destroyed during the construction, operation, maintenance or removal of said facilities.
4. This License is issued subject to any prior licenses, easements or leases granted by the Licensor for improvements of other parties.
5. Licensor reserves the right to license others to install improvements in, on, under and along the premises provided that same shall not interfere unreasonably with facilities herein authorized.
6. Licensee shall notify in writing Licensor's Transmission Lines Manager, P.O. Box 840, Denver, Colorado, 80201, or by phone at 273-4686, at least four (4) days prior to the beginning of any construction of the facilities in order that a representative may be present during such work. Directions given by such representative relating to the safety of Licensor's structures shall be followed.
7. Licensor intends to use the premises for all purposes connected with electric transmission and distribution lines, and that the rights herein granted to the Licensee for the use of the premises are subject to the rights of Licensor to use the premises for such purposes, which rights Licensor hereby expressly reserves.
8. Licensee shall indemnify and save and hold harmless the Licensor against all claims and liability for damages, loss or expense caused by any injury or death to any person or damage to property if the same shall in any way be connected with or result from the use of the said premises by Licensee, unless caused by the sole negligence of Licensor or its agents.
9. In the event that Licensee's use of premises should, in the sole judgment of Licensor, interfere with Licensor's use of premises or constitute a hazard to Licensor's structures or the general public, Licensor may require immediate relocation or modification of Licensee's facilities to eliminate such interference or hazard and may suspend Licensee's right to use the premises under this license until such relocation or modification is completed.

10. Upon abandonment of the use of the premises by Licensee, or the violation of any of the covenants hereof, the permission and right herein granted shall terminate. Upon termination, Licensee shall remove its facilities from premises. If Licensee should fail to remove its facilities, Licensor may remove said facilities at the expense of Licensee.

11. It is understood and agreed that Licensee has been fully advised by Licensor that the electric conductors on the electric lines, which are on the premises, or which may be installed in the future, transmit or will transmit electric current up to 230,000 volts or more and that the conductors on the electric lines are not insulated. Licensee shall advise all its employees, agents, contractors and other person who enter upon the premises of the dangers involved.

12. Licensee shall not assign the License nor any rights hereunder without the prior written consent of Licensor. Any assignment without such consent shall in no way be binding upon Licensor and shall give Licensor the option to terminate this License. Subject to the foregoing restrictions, this License shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

92, 11, 19

ATTEST
PUBLIC SERVICE COMPANY OF COLORADO
By: [Signature]
Assistant Secretary

PUBLIC SERVICE COMPANY OF COLORADO
By: [Signature]
Vice President

Accepted this 18th day of December, 19 92.

ATTEST:
By: [Signature]
Title: City Clerk

CITY OF GRAND JUNCTION
By: [Signature]
Title: CITY MANAGER



APPROVED
TO FORM
S&O
[Signature]

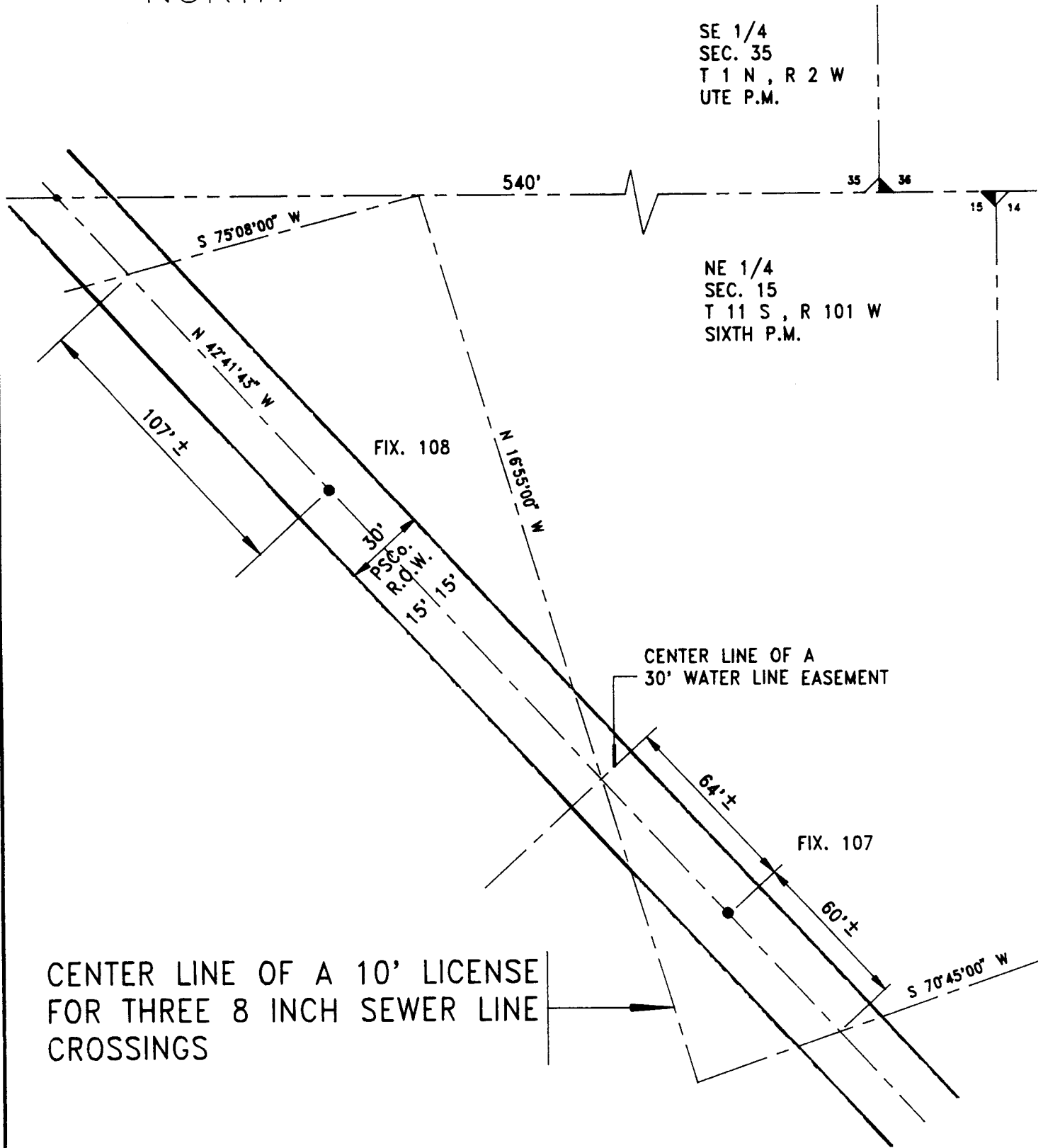
EXHIBIT A

BOOK 1952 PAGE 284



SE 1/4
SEC. 35
T 1 N, R 2 W
UTE P.M.

NE 1/4
SEC. 15
T 11 S, R 101 W
SIXTH P.M.



92-120

CITY OF GRAND JUNCTION



Public Service
Public Service Company of Colorado

NE 1/4 SECTION 15 TOWNSHIP 11 SOUTH RANGE 101W

UTE PRINCIPAL MERIDIAN MESA COUNTY, COLORADO

DOCUMENT NO. 49216

AGENT SEXSON

SCALE: 1"=50'

DRAWN BY: JK

DATE: 12/4/92

LINE:

GRAND JCT. - GILSONITE
69kV