

RESOLUTION NO. 16-93

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT
THE FIRST BAPTIST CHURCH

WHEREAS, the First Baptist Church is the owner of Lots 1 through 6 in Block 71 of the City of Grand Junction, also known as 720 Grand Avenue, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a sprinkler system and landscape improvements in the public right-of-way located between the curb and sidewalk for Grand Avenue and North 7th Street adjacent to 720 Grand Avenue; and

WHEREAS, the City Council of the City of Grand Junction 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 grant the attached Revocable Permit to the above named Petitioner for the purpose aforescribed and within the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 3rd day of March, 1993.

Attest:

City Clerk

President of the Council

REVOCABLE PERMIT

WHEREAS, the First Baptist Church is the owner of Lots 1 through 6 in Block 71 of the City of Grand Junction, also known as 720 Grand Avenue, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a sprinkler system and landscape improvements in the public right-of-way located between the curb and sidewalk for Grand Avenue and North 7th Street adjacent to 720 Grand Avenue; and

WHEREAS, the City Council of the City of Grand Junction 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 granted to the First Baptist Church a Revocable Permit for the purpose aforescribed and within 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 City, on behalf of itself and all other Public Utilities, hereby reserves and retains the right to utilize the aforementioned public right-of-way for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress over, under, through and across said right-of-way. The Petitioner, for itself and for its successors and assigns, agrees that it will not hold, nor attempt to hold, the City or any other Public Utility liable for any damages caused to improvements installed by the Petitioner or any other person, as a result of the City or any other Public Utility's installation, operation, maintenance and repair of existing and future street improvements and utilities within the aforescribed right-of-way.

2. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claim or cause of action however stated arising out of the encroachment and use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition, or better.

3. The Petitioner, for itself and for its successors and

assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of the aforementioned right-of-way, including any improvements installed by the Petitioner, should the same become damaged or destroyed as a result of the installation, operation, maintenance and repair of existing and future street improvements and utilities installations within said right-of-way.

4. This Revocable Permit, the foregoing Resolution, and the following Agreement shall be recorded by the Petitioner in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 1993.

Attest:

City Clerk

Mark K. Achen, City Manager

Acceptance:

Attest:

First Baptist Church

By: _____

AGREEMENT

The First Baptist Church, 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; Indemnify the City of Grand Junction, its officers, employees and agents and to 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 notice of revocation of said Permit, peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to restore the right-of-way to its original condition, or better.

Dated this _____ day of _____, 1993.

Attest:

First Baptist Church

_____ By: _____

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1993, by _____ as _____ and _____ as _____ of First Baptist Church.

My commission expires _____.

Witness my hand and official seal.

Notary Public