

RESOLUTION NO. 55-93

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
SHERWIN-WILLIAMS DEVELOPMENT CORPORATION

WHEREAS, Sherwin-Williams Development Corporation, a Delaware corporation, represents that it is the owner of the real property described as Lots 7 through 10 and Lots 23 through 27 in Block 4 of the City of Grand Junction, also known as 845 North Avenue, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements in the North 20.0 feet of the public right-of-way for Belford Avenue located to the South of said Lots 23 through 27 and for the South 10.0 feet of the public right-of-way for North Avenue located to the North of said Lots 7 through 10; and

WHEREAS, 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 grant the attached Revocable Permit to the above named Petitioner for the purpose aforescribed and within the public rights-of-ways aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 1st day of September, 1993.

Attest:

City Clerk

President of the Council

REVOCABLE PERMIT

WHEREAS, Sherwin-Williams Development Corporation, a Delaware corporation, represents that it is the owner of the real property described as Lots 7 through 10 and Lots 23 through 27 in Block 4 of the City of Grand Junction, also known as 845 North Avenue, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements in the North 20.0 feet of the public right-of-way for Belford Avenue located to the South of said Lots 23 through 27 and for the South 10.0 feet of the public right-of-way for North Avenue located to the North of said Lots 7 through 10; 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 Sherwin-Williams Development Corporation, a Delaware corporation, a Revocable Permit for the purpose aforescribed and within the public rights-of-ways 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 a perpetual right to utilize the aforescribed public rights-of-ways for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said rights-of-ways. The Petitioner, for itself and for its successors and assigns, agrees that it will not hold, nor attempt to hold, the City of Grand Junction or any other public utility liable for damages caused to the improvements situated within said rights-of-ways, or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy and use of said rights-of-ways or the operation, maintenance and repair of street improvements and utilities by the City of Grand Junction or any other public utility.

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 of Grand Junction, 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 and, at its own expense, remove any encroachment so as to make the rights-of-ways available for use by the City of Grand Junction or any other public utility.

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 aforescribed rights-of-ways and all other future improvements installed by the Petitioner.

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

City Manager

Acceptance:

Attest:

Sherwin-Williams Development Corporation,
a Delaware Corporation

By: _____

AGREEMENT

Sherwin-Williams Development Corporation, a Delaware corporation, 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 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 rights-of-ways to the City and, at its own expense, remove any encroachment so as to make the rights-of-ways available for use by the City of Grand Junction or any other public utility.

Dated this _____ day of _____, 1993.

Attest:

Sherwin-Williams Development Corporation,
a Delaware Corporation

_____ By: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1993, by _____ as _____ and _____ as _____ of Sherwin-Williams Development Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public