

RESOLUTION NO. 60-94

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
SCOTT HOWARD AND SEAN FOREY

WHEREAS, Scott Howard and Sean Forey represent that they are the owners, as tenants in common, of the real property described as Lot 1 and Lot 2 of Block 118 of the Original Plat of the City of Grand Junction, also known as 401 Main Street in the City of Grand Junction, and have petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of an underground grease interceptor within the following described public right-of-way for the east-west alley located adjacent to the South of the aforescribed property:

Commencing at the Southwest Corner of Lot 2 of said Block 118, thence East a distance of 5.0 feet to the Point of Beginning; thence South a distance of 10.0 feet; thence East a distance of 10.0 feet; thence North a distance of 10.0 feet to the South line of said Lot 2; thence West along the South line of said Lot 2 a distance of 10.0 feet to the Point of Beginning; 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 Petitioners 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 20th day of July, 1994.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ R.T. Mantlo
President of the Council

REVOCABLE PERMIT

WHEREAS, Scott Howard and Sean Forey represent that they are the owners, as tenants in common, of the real property described as Lot 1 and Lot 2 of Block 118 of the Original Plat of the City of Grand Junction, also known as 401 Main Street in the City of Grand Junction, and have petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of an underground grease interceptor within the following described public right-of-way for the east-west alley located adjacent to the South of the aforescribed property:

Commencing at the Southwest Corner of Lot 2 of said Block 118, thence East a distance of 5.0 feet to the Point of Beginning; thence South a distance of 10.0 feet; thence East a distance of 10.0 feet; thence North a distance of 10.0 feet to the South line of said Lot 2; thence West along the South line of said Lot 2 a distance of 10.0 feet to the Point of Beginning; 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 Scott Howard and Sean Forey 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 a perpetual right to utilize the aforescribed public right-of-way for the installation, operation, maintenance and repair of existing and future alley improvements and utilities, including the right of ingress and egress for workers and equipment on, along, over, under, through and across said right-of-way. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

2. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they will not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents or any other public utility liable for damages caused to the improvements situated within said right-of-way, or any other property of the Petitioners or any other party, as a result of the Petitioner's occupancy and use of said right-of-way or the installation, operation, maintenance and repair of alley improvements and utilities by the City of Grand Junction or any other public utility.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioners of an agreement that the Petitioners 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 Petitioners will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way and, at their own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

4. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of said right-of-way and all improvements installed by the Petitioners.

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

Dated this _____ day of _____, 1994.

Attest:

City Clerk

City Manager

Acceptance:

Scott Howard

Sean Forey

AGREEMENT

Scott Howard and Sean Forey, for themselves and severally for their heirs, successors and assigns, do 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 right-of-way to the City and, at their own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

Dated this _____ day of _____, 1994.

Scott Howard

Sean Forey

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1994, by Scott Howard and Sean Forey.

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

Notary Public