

RESOLUTION NO. 83-94

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT  
TO JAMES LEE BISHOP AND NORRICE ANN BISHOP

WHEREAS, James Lee Bishop and Norrice Ann Bishop represent that they are the owners of the real property described as Lots 31 and 32, Block 65 of the City of Grand Junction, also known as 1004 Ouray Avenue 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 a landscape retaining wall in the following described public right-of-way for North 10th Street and Ouray Avenue:

Beginning at the Southwest Corner of Lot 32 in said Block 65; thence East a distance of 50.0 feet to the Southeast Corner of Lot 31 in said Block 65; thence South a distance of 2.0 feet to the back of the sidewalk for Ouray Avenue; thence West along the back of sidewalk for Ouray Avenue a distance of 52.2 feet to the back of the sidewalk for North 10th Street; thence North along the back of the sidewalk for North 10th Street a distance of 101.0 feet; thence East a distance of 2.20 feet to a point on the West line of Lot 32 in said Block 65; thence South along the West line of said Lot 32 a distance of 99.0 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 rights-of-ways aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 21st day of September, 1994.

Attest:

/s/ Stephanie Nye  
City Clerk

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

## REVOCABLE PERMIT

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Beginning at the Southwest Corner of Lot 32 in said Block 65; thence East a distance of 50.0 feet to the Southeast Corner of Lot 31 in said Block 65; thence South a distance of 2.0 feet to the back of the sidewalk for Ouray Avenue; thence West along the back of sidewalk for Ouray Avenue a distance of 52.2 feet to the back of the sidewalk for North 10th Street; thence North along the back of the sidewalk for North 10th Street a distance of 101.0 feet; thence East a distance of 2.20 feet to a point on the West line of Lot 32 in said Block 65; thence South along the West line of said Lot 32 a distance of 99.0 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 James Lee Bishop and Norrice Ann Bishop 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 future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said public rights-of-ways. 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 rights-of-ways, or any other property of the Petitioners or any other party, as a result of the Petitioner's occupancy and use of said rights-of-ways or the installation, operation, maintenance and repair of street 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 the Permit by the City, the Petitioners will, within thirty (30) days notice of revocation, peaceably surrender said rights-of-ways and, at their own expense, remove any encroachment so as to make said rights-of-ways 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 rights-of-ways and all improvements installed thereon 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.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance:

\_\_\_\_\_  
James Lee Bishop

\_\_\_\_\_  
Norrice Ann Bishop

AGREEMENT

James Lee Bishop and Norrice Ann Bishop, for themselves and 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 notice of revocation of said Permit, peaceably surrender said rights-of-ways to the City and, at their own expense, remove any encroachment so as to make said rights-of-ways available for use by the City of Grand Junction or any other public utility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
James Lee Bishop

\_\_\_\_\_  
Norrice Ann Bishop

STATE OF COLORADO    )  
                                          )ss.  
COUNTY OF MESA    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by James Lee Bishop and Norrice Ann Bishop.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public