

RESOLUTION NO. 114-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
THE PURDY MESA LIVESTOCK WATER COMPANY

Recitals

1. The Purdy Mesa Livestock Water Company has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, operation, maintenance and repair of a buried domestic water service line across the following described real property owned by the City:

A strip of land 10.0 feet in width located 5.0 feet on either side of the following described center line: Commencing at the South 1/4 corner of Section 36, Township 12 South, Range 98 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, and considering the South line of the SE 1/4 of Section 36 to bear S 89°05'33" E with all bearings contained herein being relative thereto; thence S 89°05'33" E a distance of 5.0 feet; thence North a distance of 30.0 feet to a point on the North right-of-way line for Purdy Mesa Road and the True Point of Beginning of the center line herein described; thence North a distance of 20.0 feet to the Point of Terminus.

2. Based on the foregoing, 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 issue the attached Revocable Permit to the Purdy Mesa Livestock Water Company for the purposes aforescribed and upon the City owned property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 6th day of December, 1995.

Attest:

/s/ Ron Maupin
President of the City Council

/s/ Stephanie Nye
City Clerk

REVOCABLE PERMIT

Recitals

1. The Purdy Mesa Livestock Water Company, hereinafter referred to as the "Petitioner" or the "Permittee", has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, operation, maintenance and repair of a buried domestic water service line across the following described real property owned by the City:

A strip of land 10.0 feet in width located 5.0 feet on either side of the following described center line: Commencing at the South 1/4 corner of Section 36, Township 12 South, Range 98 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, and considering the South line of the SE 1/4 of Section 36 to bear S 89°05'33" E with all bearings contained herein being relative thereto; thence S 89°05'33" E a distance of 5.0 feet; thence North a distance of 30.0 feet to a point on the North right-of-way line for Purdy Mesa Road and the True Point of Beginning of the center line herein described; thence North a distance of 20.0 feet to the Point of Terminus.

2. Based on the representations of the Petitioner, 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 issued to the Petitioner a Revocable Permit for the purposes aforescribed and upon the City owned property 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, the State of Colorado, the County of Mesa and all other public utilities, hereby reserves and retains a perpetual right to utilize all of the aforescribed City owned property for any purpose.

2. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, the State of Colorado, the County of Mesa or any public utility liable for damages caused to the improvements situated upon said City owned property (including the removal thereof), or any other property of the Permittee or any other party, as a result of the Permittees' occupancy, possession or use of said City owned property or as a result of any City activity or use thereof.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Permittee of an agreement that the Permittee and the Permittees' successors and assigns, shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Permittee shall, at the sole expense and cost of the Permittee, within

thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said City owned property and, at its own expense, remove any encroachment so as to make the City owned property available for use by the City of Grand Junction, the State of Colorado, the County of Mesa or any other public utility. The provisions concerning holding harmless and indemnity shall survive the expiration, termination or other ending of this Permit.

4. The Permittee, for itself and for its successors and assigns, agree that it shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Permittee.

5. This Revocable Permit, the related Resolution and the following Agreement shall be recorded by the Permittee, at the Permittees' expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 1995.

Attest: The City of Grand Junction, a
Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Permittee:

Attest: The Purdy Mesa Livestock Water Company

Title:

Title:

AGREEMENT

The Purdy Mesa Livestock Water Company, 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; As set forth, 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 City owned property to the City of Grand Junction and, at its own expense, remove any encroachment so as to make the City owned property fully available for use by the City of Grand Junction, the State of Colorado, the County of Mesa, or any public utility.

Dated this _____ day of _____, 1995.

Attest: The Purdy Mesa Livestock Water Company

Title: Title: _____

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1995, by _____ as _____ and attested to by _____ as _____ of the Purdy Mesa Livestock Water Company.

Witness my hand and official seal.

My commission expires: _____

Notary Public