

RESOLUTION NO. 38-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
MARGARET E. FOSTER

Recitals.

1. Margaret E. Foster represents that she is the owner of the real property described as: Lot 1, Block 1, Lakeside Subdivision, as recorded in Plat Book No. 11, Page 58, Mesa County Clerk & Recorder, City of Grand Junction, Mesa County, Colorado, with an address of 915 Lakeside Court.

2. Owner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of certain improvements described as: a deck situated in the following described easement (which easement was created by a certain recorded document, to wit: Lakeside Subdivision as recorded in Plat Book No. 11, Page 58, Mesa County Clerk & Recorder):

The west 10' of Lot 1, Block 1, Lakeside Subdivision,  
as recorded in Plat Book No. 11, Page 58,  
Mesa County Clerk & Recorder

3. Owner agrees that the City of Grand Junction does not promise nor assert that it has the exclusive authority to exercise responsibility for or control over any such easement; any such authority and/or control will depend on the creating instrument(s). Permittee agrees to make such investigation as permittee deems necessary to protect permittee's interests.

4. 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 above named Owner for the purpose aforescribed and within the easement aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 5th day of April, 1995.

Attest:

/s/ Stephanie Nye  
City Clerk

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

## REVOCABLE PERMIT

Owner, Margaret E. Foster, represents that she is the owner of the real property described as Lot 1, Block 1, Lakeside Subdivision as recorded in Plat Book No. 11, Page 58, Mesa County Clerk & Recorder, City of Grand Junction, Mesa County, CO with a street address of 915 Lakeside Court, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the encroachment of a deck in the following described public easement, to wit:

The west 10' of Lot 1, Block 1, Lakeside Subdivision as recorded in Plat Book No. 11, Page 58, Mesa County Clerk & Recorder.

Based on the representations of the Owner, 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 Margaret E. Foster a Revocable Permit for the purpose aforescribed and within the public easement 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 easement for any City or public utility purpose, including but not limited to, 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 easement.
2. Owner/petitioner, for himself and for his heirs and assigns, agrees that s/he shall not hold, nor attempt to hold, the City of Grand Junction, its officers or employees, State of Colorado, County of Mesa or any public utility liable for damages caused to the improvements situated within said easement (including the removal thereof), or any other property of the Permittee or any other party, as a result of the Permittee's occupancy, possession or use of said easement or as a result of any City activity or use thereof or as a result of the operation, maintenance or repair of public improvements, including but not limited to street improvements or utilities.
3. This Revocable Permit shall be issued only upon the concurrent execution by the Permittee of an agreement that the Permittee, and permittee's successors, heirs 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. That upon revocation of this Permit by the City the permittee shall, at the sole expense and cost of permittee, within one hundred and eighty (180) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said easement and, at his/her own expense, remove any encroachment. Notwithstanding any other language to the contrary, any utility and the City may enter upon and use all of the easement without notice to the permittee. Any damage or injury to permittee's improvements which is required by the utility or City shall be paid for by permittee; any such utility and City shall use reasonable care to avoid such damage if practicable. The provisions concerning holding harmless and indemnity shall survive the expiration, termination or other ending of this permit.

4. The Permittee, for himself and for his heirs and assigns, agrees that s/he shall be solely responsible for maintaining and repairing the condition of the existing building 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 permittee's expense in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Attest:

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

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

Acceptance:

\_\_\_\_\_  
Owner/permittee

AGREEMENT

Margaret E. Foster, for herself and for her heirs 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 one hundred and eighty days (180) days of revocation of said Permit, peaceably surrender said easement to the City and, at his own expense, remove any encroachment so as to make the easement fully available for use by the City of Grand Junction, State of Colorado, County of Mesa or any public utility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Owner/permittee

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_,  
by \_\_\_\_\_.

Witness my hand and official seal.

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

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