

RESOLUTION NO. 84-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
LARRY G. BLOCK AND TERESA A. BLOCK

Recitals

1. Larry G. Block and Teresa A. Block represent that they are the owners, as Joint Tenants, of the following described real property situate at 525 28 $\frac{1}{4}$ Road in the City of Grand Junction as described in Book 2017 at Page 259 in the office of the Mesa County Clerk and Recorder: Beginning at the Northeast Corner of the N1/2 NE1/4 SW1/4 SW1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, thence West 205 feet, thence South 110 feet, thence East 205 feet, thence North 110 feet to the point of beginning, except the North 30 feet and the East 30 feet thereof, and also except Roadway & Utilities Right-of-Way Parcel No. 121 of City of Grand Junction for 28 $\frac{1}{4}$ Road Improvement Project as described in Book 2131 at Pages 557 through 579 in the office of the Mesa County Clerk and Recorder, and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of a chain link fence within the following described public rights-of-way for Elm Avenue:

Commencing at the Northeast Corner of the N1/2 NE1/4 SW1/4 SW1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, thence N 88°01'44" W along the North line of said N1/2 NE1/4 SW1/4 SW1/4 a distance of 205.0 feet, thence S 02°05'08" W a distance of 30.0 feet to a point on the South right-of-way line for Elm Avenue and the True Point of Beginning; thence S 88°01'44" E along the South right-of-way line for Elm Avenue a distance of 122.98 feet; thence N 64°27'03" W a distance of 27.50 feet; thence N 88°01'44" W a distance of 97.75 feet; thence S 02°05'08" W a distance of 11.0 feet to the True Point of Beginning.

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 Larry G. Block and Teresa A. Block, for the purposes 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 6th day of September, 1995.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Ron Maupin
President of the City Council

REVOCABLE PERMIT

Recitals

1. Larry G. Block and Teresa A. Block represent that they are the owners, as Joint Tenants, of the following described real property situate at 525 28¹/₄ Road in the City of Grand Junction as described in Book 2017 at Page 259 in the office of the Mesa County Clerk and Recorder: Beginning at the Northeast Corner of the N1/2 NE1/4 SW1/4 SW1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian, thence West 205 feet, thence South 110 feet, thence East 205 feet, thence North 110 feet to the point of beginning, except the North 30 feet and the East 30 feet thereof, and also except Roadway & Utilities Right-of-Way Parcel No. 121 of City of Grand Junction for 28¹/₄ Road Improvement Project as described in Book 2131 at Pages 557 through 579 in the office of the Mesa County Clerk and Recorder, and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of a chain link fence within the following described public rights-of-way for Elm Avenue:

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2. Based on the representations of the Petitioners, 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 Petitioners a Revocable Permit for the purposes 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, 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 public right-of-way for any City or public utility purposes, 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 right-of-way.

2. To the extent that installation of the fence as authorized by this Permit will enclose certain trees located with the public rights-of-ways, the Petitioners agree that they shall provide access for

workers of the City's Forestry Division to trim trees located within the public rights-of-ways adjacent to the property of the Petitioner's which, in the sole discretion of the City, cause sight distance obstructions for vehicular traffic.

3. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they 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 within said public right-of-way (including the removal thereof), or any other property of the Permittees or any other party, as a result of the Permittee's occupancy, possession or use of said public right-of-way 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 and utilities.

4. This Revocable Permit shall be issued only upon the concurrent execution by the Permittees of an agreement that the Permittees, and the Permittee's heirs, 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 Permittees shall, at the sole expense and cost of the Permittees, within fifteen (15) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at their own expense, remove any encroachment so as to make the public right-of-way 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.

5. The Permittees, for themselves and for their heirs, successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Permittees.

6. This Revocable Permit, the related Resolution and the following Agreement shall be recorded by the Permittees, at the Permittee's 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 Permittees:

Larry G. Block

Teresa A. Block

AGREEMENT

Larry G. Block and Teresa A. Block, for themselves, and each of them, 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; 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 fifteen (15) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their own expense, remove any encroachment so as to make the public right-of-way 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.

Larry B. Block

Teresa A. Block

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1995, by Larry G. Block and Teresa A. Block.

Witness my hand and official seal.

My commission expires:_____

Notary Public