

RESOLUTION NO. 91-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
CHERYL JACOBSON AND MILDRED MILLER

Recitals

1. Cheryl Jacobson and Mildred Miller represent that they are the owners, as tenants in common, of the following described real property as described in Book 2028 at Page 118 in the office of the Mesa County Clerk and Recorder: Lot 2, Section 1, Township 13 South, Range 98 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows: Beginning at the N 1/4 Corner of said Section 1 and considering the North line of the NE 1/4 of Section 1 to bear S 89°05'33" E with all bearings contained herein being relative thereto; thence S 89°05'33" E 1313.43 feet to the Northeast corner of said Lot 2; thence S 00°06'53" W 1321.45 feet to the Southeast corner of Lot 2; thence N 88°49'01" W 1321.37 feet to the Southwest Corner of Lot 2; thence N 00°27'23" E 1315.0 feet to the Point of Beginning, and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment 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 Cheryl Jacobson and Mildred Miller, 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 18th day of October, 1995.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Ron Maupin  
President of the City Council

## REVOCABLE PERMIT

### Recitals

1. Cheryl Jacobson and Mildred Miller, hereinafter referred to as the "Petitioners" or the "Permittees", represent that they are the owners, as tenants in common, of the following described real property as described in Book 2028 at Page 118 in the office of the Mesa County Clerk and Recorder: Lot 2, Section 1, Township 13 South, Range 98 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows: Beginning at the N 1/4 Corner of said Section 1 and considering the North line of the NE 1/4 of Section 1 to bear S 89°05'33" E with all bearings contained herein being relative thereto; thence S 89°05'33" E 1313.43 feet to the Northeast corner of said Lot 2; thence S 00°06'53" W 1321.45 feet to the Southeast corner of Lot 2; thence N 88°49'01" W 1321.37 feet to the Southwest Corner of Lot 2; thence N 00°27'23" E 1315.0 feet to the Point of Beginning, and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of a buried domestic water service line across the following described real property owned by the City:

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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 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 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 upon said City owned property (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 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 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 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 their 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 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.

5. 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.

The City of Grand Junction, a  
Colorado home rule municipality

Attest:

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

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

Acceptance by the Permittees:

\_\_\_\_\_  
Cheryl Jacobson

\_\_\_\_\_  
Mildred Miller

AGREEMENT

Cheryl Jacobson and Mildred Miller, 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 thirty (30) days of revocation of said Permit, peaceably surrender said City owned property to the City of Grand Junction and, at their 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.

\_\_\_\_\_  
Cheryl Jacobson

\_\_\_\_\_  
Mildred Miller

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Cheryl Jacobson and Mildred Miller.

Witness my hand and official seal.

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

\_\_\_\_\_

Notary Public