

RESOLUTION NO. 84-96

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
EDEL SWANSON AND DONNA SWANSON

Recitals

1. Edsel Swanson and Donna Swanson, hereinafter referred to as "the Petitioners", represent that they are the owners, as Joint Tenants, of that certain real property located at the northeast corner of the intersection of North 17th Street and Chipeta Avenue, having an address of 604 North 17th Street in the City of Grand Junction, said real property being described as Lots 12 and 13 in Block 11 of Slocomb's Addition to the City of Grand Junction, situate in the NW 1/4 of Section 13, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of an existing chain link fence within the following described public right-of-way for Chipeta Avenue:

Beginning at the Southeast Corner of Lot 13, Block 11 of Slocomb's Addition to the City of Grand Junction; thence West along the South boundary line of said Lot 13 a distance of 55.00 feet; thence South a distance of 1.00 feet; thence East a distance of 55.00 feet; thence North a distance of 1.00 feet to the 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 Edsel Swanson and Donna Swanson, 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 4th day of September, 1996.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Linda Afman
President of the City Council

REVOCABLE PERMIT

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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 above-named 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. 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

installation, operation, maintenance or repair of public improvements, including, but not limited to, street improvements and utilities.

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 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.

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 _____, 1996.

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

City Clerk

City Manager

Acceptance by the Permittees:

Edsel Swanson

Donna Swanson

AGREEMENT

Edsel Swanson and Donna Swanson, 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; 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 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 _____, 1996.

Edsel Swanson

Donna Swanson

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1996, by Edsel Swanson and Donna Swanson.

Witness my hand and official seal.

My commission expires: _____

Notary Public