

RESOLUTION NO. 64-97

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
SHARI A. RASO, ROLAND A. RASO,
AMORA LEAH BLEY AND WILHMETTA JO KESLER

Recitals

1. Shari A. Raso, Roland A. Raso, Amora Leah Bley and Wilhmetta Jo Kesler, hereinafter referred to as "the Petitioners", represent that they are the owners of the following described real property, to wit:

Lots 15 and 16, Block 118 of the City of Grand Junction situate in Southwest 1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, also known as 461 Main Street in the City of Grand Junction,

and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain and repair building facades within the following described public rights-of-way for Main Street and North 5th Street as dedicated on the Original Plat of the City of Grand Junction, being more particularly described as follows:

Beginning at the Southeast corner of Lot 16, Block 118 of the City of Grand Junction; thence East a distance of 0.42 feet to a point; thence North along a line parallel with the East line of said Lot 16 a distance of 125.92 feet to a point; thence West along a line parallel with the North line of said Lot 16 and Lot 15 of said Block 118 a distance of 50.42 feet to a point; thence South a distance of 0.92 feet to the Northwest corner of said Lot 15; thence East along the North boundary line of said Lots 15 and 16 a distance of 50.00 feet to the Northeast corner of said Lot 16; thence South along the East line of said Lot 16 a distance of 125.00 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 Shari A. Raso, Roland A. Raso, Amora Leah Bley and Wilhmetta Jo Kesler, for the purposes aforescribed and within the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 15th day of October, 1997.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Janet Terry
President of the City Council

REVOCABLE PERMIT

Recitals

1. Shari A. Raso, Roland A. Raso, Amora Leah Bley and Wilhmetta Jo Kesler, hereinafter referred to as "the Petitioners", represent that they are the owners of the following described real property, to wit:

Lots 15 and 16, Block 118 of the City of Grand Junction situate in Southwest 1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, also known as 461 Main Street in the City of Grand Junction,

and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain and repair building facades within the following described public rights-of-way for Main Street and North 5th Street as dedicated on the Original Plat of the City of Grand Junction, being more particularly described as follows:

Beginning at the Southeast corner of Lot 16, Block 118 of the City of Grand Junction; thence East a distance of 0.42 feet to a point; thence North along a line parallel with the East line of said Lot 16 a distance of 125.92 feet to a point; thence West along a line parallel with the North line of said Lot 16 and Lot 15 of said Block 118 a distance of 50.42 feet to a point; thence South a distance of 0.92 feet to the Northwest corner of said Lot 15; thence East along the North boundary line of said Lots 15 and 16 a distance of 50.00 feet to the Northeast corner of said Lot 16; thence South along the East line of said Lot 16 a distance of 125.00 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, 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 limits of the public rights-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 or any portion of the aforescribed public rights-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 existing and future utilities, including the right of ingress and egress on, along, over, under, through and across said public rights-of-way.

2. The Petitioners, for themselves and for each of them, and for their respective 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 rights-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioner's occupancy, possession or use of said public rights-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 Petitioners of an agreement that the Petitioners, and the Petitioner's respective 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 Petitioners shall, at the sole expense and cost of the Petitioners, 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 rights-of-way and, at their own expense, remove any encroachment so as to make the public rights-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 Petitioners, for themselves and for their respective heirs, successors and assigns, each agree that they shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Petitioners.

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

Dated this _____ day of _____, 1997.

Attest:

The City of Grand Junction, a
Colorado home rule municipality

City Clerk

City Manager

Acceptance:

Acceptance:

Shari A. Raso

Roland A. Raso

Amora Leah Bley

Wilhmetta Jo Kesler

AGREEMENT

Shari A. Raso, Roland A. Raso, Amora Leah Bley and Wilhmetta Jo Kesler, for themselves and for each of them, and for their respective 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 rights-of-way to the City of Grand Junction and, at their own expense, remove any encroachment so as to make the public rights-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 _____, 1997.

Shari A. Raso

Roland A. Raso

Amora Leah Bley

Wilhmetta Jo Kesler

State of)
)ss.
County of)

The foregoing Agreement was acknowledged before me this ____ day of _____, 1997, by Shari A. Raso.

Witness my hand and official seal.
My commission expires:_____

Notary Public

State of)
)ss.
County of)

The foregoing Agreement was acknowledged before me this ____ day of _____, 1997, by Roland A. Raso.

Witness my hand and official seal.
My commission expires: _____

Notary Public

State of)
)ss.
County of)

The foregoing Agreement was acknowledged before me this ____ day of _____, 1997, by Amora Leah Bley.

Witness my hand and official seal.
My commission expires: _____

Notary Public

State of)
)ss.
County of)

The foregoing Agreement was acknowledged before me this ____ day of _____, 1997, by Wilhmetta Jo Kesler.

Witness my hand and official seal.
My commission expires: _____

Notary Public