

RESOLUTION NO 30-98  
CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
JAMES E. MARSHALL AND ELIZABETH A. MARSHALL

Recitals

1. James E. Marshall and Elizabeth A. Marshall, hereinafter referred to as the Petitioners, represent that they are the owners of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 through 3, inclusive, Block 1 of Dundee Place, a Subdivision situate in the Northwest 1/4 of Section 13, Township 1 South, Range 1 West of the Ute Meridian, also known as 1205 Chipeta Avenue 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 and maintain a private irrigation system and landscape improvements within the following described public rights-of-way for North 12th Street and Chipeta Avenue, to wit:

Beginning at the southwest corner of Lot 1, Block 1 of Dundee Place;  
thence West a distance of 10.50 feet to a point;  
thence North a distance of 140.35 feet to a point;  
thence East a distance of 85.50 feet to a point;  
thence South a distance of 15.00 feet to the northeast corner of Lot 3, Block 1 of said Dundee Place;  
thence West along the south right of way line for Chipeta Avenue a distance of 75.00 feet to the northwest corner of said Lot 1, Block 1 of Dundee Place;  
thence South along the east right of way line for North 12th Street a distance of 125.35 feet to the point of beginning, containing 2598.67 square feet.

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 the above-named Petitioners 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 April, 1998.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Janet Terry  
President of the City Council

## REVOCABLE PERMIT

### Recitals

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thence South along the east right of way line for North 12th Street a distance of 125.35 feet to the point of beginning, containing 2598.67 square feet.

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 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 utilities, including the right of ingress and egress for workers and equipment on, along, over, under, through and across said public 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 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, repair and replacement of public improvements, including, but not limited to, street improvements and utilities.

3. This Revocable Permit shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioner'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 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, revocation, termination or other ending of this Permit .

4. The Petitioners, 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 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 \_\_\_\_\_, 1998.

Attest:

The City of Grand Junction,  
a Colorado home rule municipality

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

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

Acceptance:

Acceptance:

\_\_\_\_\_  
James E. Marshall

\_\_\_\_\_  
Elizabeth A. Marshall

AGREEMENT

James E. Marshall and Elizabeth A. Marshall, 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 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 \_\_\_\_\_, 1998.

\_\_\_\_\_  
James E. Marshall

\_\_\_\_\_  
Elizabeth A. Marshall

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by James E. Marshall and Elizabeth A. Marshall.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

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