

Memo to: Stephanie Nye, City Clerk
From: Dan Wilson, City Attorney
Re: Resolution No. 40-98 - Concerning the Issuance of a
Revocable Permit to the Reimer Development
Date: October 20, 1998

Given the nature of the revocable permit documents and process which the City Council has adopted, you may accept the oral representation from the Reimer Development petitioners, Gary Weidner and Deanna Jenne, that they do not wish to receive the permit. Hence, the permit is deemed to not have been issued in the first instance, or if issued it is now revoked.

Please feel free to use this email as authority for this position.
Thank you.

RESOLUTION NO. 40-98
CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
REIMER DEVELOPMENT

Recitals

1. Gary C. Weidner and Deanna Jenne, hereinafter referred to as “the Petitioners”, represent that they are the owners of that certain real property described as Lot 8, Blk 7 Bookcliff Park Subdivision situate in the NW4 of Sec 11 T1S R1W of the U.M., City of Grand Junction, County of Mesa, State of Colorado, also known as 1925 N. 6th 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 and maintain a fence within the following described public R.O.W. for N. 6th Street, to wit:

Commencing at the SE cor of Lot 8, Blk 7, Bookcliff Park Sub.; thence N along the east boundary line of said Lot 8 a distance of 20.0 ft to the true P.O.B.; thence N along the east boundary line of said Lot 8 a distance of 32.0 ft; thence leaving said east boundary line, E a distance of 10.0 ft.; thence S a distance of 32.0 ft; thence W a distance of 10.0 ft to the P.O.B.

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 right of way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED the 17th day of June, 1998

/s/ Janet Terry _____
Mayor

Attest:

/s/ Stephanie Nye _____
City Clerk

REVOCABLE PERMIT

Recitals

1. Gary C. Weidner and Deanna Jenne, hereinafter referred to as “the Petitioners”, represent that they are the owners of that certain real property described as Lot 8, Blk 7 Bookcliff Park Subdivision situate in the NW4 of Sec 11 T1S R1W of the U.M., City of Grand Junction, County of Mesa, State of Colorado, also known as 1925 N. 6th 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 and maintain a fence within the following described public R.O.W. for N. 6th Street, to wit:

Commencing at the SE cor of Lot 8, Blk 7, Bookcliff Park Sub.; thence N along the east boundary line of said Lot 8 a distance of 20.0 ft to the true P.O.B.; thence N along the east boundary line of said Lot 8 a distance of 32.0 ft; thence leaving said east boundary line, E a distance of 10.0 ft.; thence S a distance of 32.0 ft; thence W a distance of 10.0 ft to the P.O.B.

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 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 aforementioned 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 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 Petitioners or any other party, as a result of the Petitioner’s occupancy,

possession or use of said 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. The Petitioners Shall, prior to installing a fence within the aforescribed public right-of-way, apply for a fence permit from the City in accordance with the Zoning & Development Code of the City.

4. 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 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 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.

6. 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:

Gary C. Weidner

Deanna Jenne

AGREEMENT

Gary C. Weidner and Deanna Jenne, 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 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 _____, 1998.

Gary C. Weidner

Deanna Jenne

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1998 by Gary C. Weidner and Deanna Jenne.

Witness my hand and official seal.

My Commission expires: _____

Notary Public