

RESOLUTION NO. 58-98

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
THE LEONARD LONG RESIDENCE TRUST

Recitals

1. The Leonard Long Residence Trust, hereinafter referred to as the Petitioner, represents that it is the owner of that certain real property located at 726 24 Road in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 31 of Pomona Park, situate in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 1 North, Range 1 West of the Ute Meridian; thence North along the West boundary of said Lot 31 a distance of 145.80 feet; thence East 258.00 feet; thence South 145.80 feet to the South boundary of Lot 31; thence West 258.0 feet to the point of beginning,

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace a private sanitary sewer service line within the limits of the following described real property owned by the City, to wit:

Commencing at the Southwest Corner of the Northwest 1/4 of the Southwest 1/4 (NW1/4 SW1/4) of Section 33, Township 1 North, Range 1 West of the Ute Meridian; thence East along the South line of said NW1/4 SW1/4 a distance of 288.00 feet; thence leaving the South line of said NW1/4 SW1/4, North a distance of 47.00 feet to the True Point of Beginning; thence North a distance of 25.0 feet; thence East a distance of 75.0 feet; thence South a distance of 25.0 feet; thence West a distance of 75.0 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 the above-named Petitioner for the purposes aforescribed and within the limits of the real property owned by the City as aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 16th day of September, 1998.

Attest:

/s/ Christine English
Acting City Clerk

/s/ Reforod C. Theobald
President of the City Council Pro Tem

REVOCABLE PERMIT

Recitals

1. The Leonard Long Residence Trust, hereinafter referred to as the Petitioner, represents that it is the owner of that certain real property located at 726 24 Road in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 31 of Pomona Park, situate in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 1 North, Range 1 West of the Ute Meridian; thence North along the West boundary of said Lot 31 a distance of 145.80 feet; thence East 258.00 feet; thence South 145.80 feet to the South boundary of Lot 31; thence West 258.0 feet to the point of beginning,

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace a private sanitary sewer service line within the limits of the following described real property owned by the City, to wit:

Commencing at the Southwest Corner of the Northwest 1/4 of the Southwest 1/4 (NW1/4 SW1/4) of Section 33, Township 1 North, Range 1 West of the Ute Meridian; thence East along the South line of said NW1/4 SW1/4 a distance of 288.00 feet; thence leaving the South line of said NW1/4 SW1/4, North a distance of 47.00 feet to the True Point of Beginning; thence North a distance of 25.0 feet; thence East a distance of 75.0 feet; thence South a distance of 25.0 feet; thence West a distance of 75.0 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 Petitioner a Revocable Permit for the purposes aforescribed and within the limits of the real property owned by the City as aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed real property owned by the City for any purpose, including, but not limited to, the installation, operation, maintenance, repair and replacement of existing and future street improvements, park improvements, landscape improvements and utilities, including the right of ingress and egress for workers and equipment on, along, over, under, through and across said real property.

2. The Petitioner, for itself and for its heirs, successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to the private sanitary sewer service line to be installed by the Petitioner within the limits of said City property (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said City property 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, park improvements, landscape improvements and utilities.

3. The Petitioner agrees that it shall, upon the completion of the installation, repair or replacement work of said private sanitary sewer service line, replace and repair, in as good as or better condition and in the exact location as they exist prior to such work, any improvements located on, along, over, under, through and across the City property, including, but not limited to, asphalt paving, curbing, gutter, sidewalk, park improvements, landscape improvements and utilities. The Petitioner agrees that all repairs and restorations shall be diligently pursued within a reasonable time following substantial completion of the installation, repair or replacement of said private sanitary sewer service line.

4. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner 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 Petitioner shall, at the sole expense and cost of the Petitioner, 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 property and, at its own expense, remove any encroachment so as to make the City 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, revocation, termination or other ending of this Permit .

5. The Petitioner, for itself and for its heirs, successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of the private sanitary sewer service line to be installed by the Petitioner.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, 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:

Shirley Ann Moore, Trustee

Becky Ann Stoddart, Trustee

AGREEMENT

The Leonard Long Residence Trust, for itself and for its heirs, successors and assigns, does 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 Property to the City of Grand Junction and, at its own expense, remove any encroachment so as to make the City 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 _____, 1998.

Shirley Ann Moore, Trustee

Becky Ann Stoddart, Trustee

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1998 by Shirley Ann Moore and Becky Ann Stoddart, Trustees of the Leonard Long Residence Trust.

My Commission expires: _____

Witness my hand and official seal.

Notary Public