

RESOLUTION NO. 132-99

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
MARY C. DONLAN

Recitals

1. Mary C. Donlan, hereinafter referred to as the Petitioner, represents that she is the owner of that certain real property described as Lots 6, 7 & 8 in Block 115 of the original plat of the City of Grand Junction, situate in the Southeast ¼ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, also known as 118 South 7th Street, hereinafter referred to as the “Petitioner’s Property”, 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 an underground grease interceptor within the limits of the following described public alley right-of-way, to wit:

Commencing at the Southwest Corner of Lot 6 in Block 115 of the original plat of the City of Grand Junction; thence East along the South boundary line of said Lot 6 a distance of 65.00 feet to the True Point of Beginning; thence East along the South boundary line of said Lot 6 a distance of 8.00 feet; thence leaving the South boundary line of said Lot 6, South a distance of 7.50 feet; thence West a distance of 8.00 feet; thence North a distance of 7.50 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 purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 17th day of November, 1999.

Attest:

/s/ Theresa F. Martinez
Deputy City Clerk

/s/ Gene Kinsey
President of the Council

REVOCABLE PERMIT

Recitals

1. Mary C. Donlan, hereinafter referred to as the Petitioner, represents that she is the owner of that certain real property described as Lots 6, 7 & 8 in Block 115 of the original plat of the City of Grand Junction, situate in the Southeast ¼ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, also known as 118 South 7th Street, hereinafter referred to as the “Petitioner’s Property”, 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 an underground grease interceptor within the limits of the following described public alley right-of-way, to wit:

Commencing at the Southwest Corner of Lot 6 in Block 115 of the original plat of the City of Grand Junction; thence East along the South boundary line of said Lot 6 a distance of 65.00 feet to the True Point of Beginning; thence East along the South boundary line of said Lot 6 a distance of 8.00 feet; thence leaving the South boundary line of said Lot 6, South a distance of 7.50 feet; thence West a distance of 8.00 feet; thence North a distance of 7.50 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 purpose aforescribed and within the limits of 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 and all other public utilities, hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose, including, but not limited to, the installation, operation, maintenance, repair and replacement of existing and future public 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. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

2. The Petitioner, for herself and for her heirs, successors and assigns, agrees that she shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to the facility to be installed by the Petitioner within the limits of said public right-of-way (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 public right-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, alley improvements and public utilities.

3. The Petitioner agrees that she shall, upon the completion of the installation, repair or replacement of grease interceptor, replace and repair, in as good as or better condition and in the exact location as they existed prior to such work, any improvements located on, along, over, under, through and across the aforescribed public right-of-way, including, but not limited to, asphalt paving, concrete paving and public 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 grease interceptor.

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 public right-of-way and, at her own expense, remove any encroachment so as to make the aforescribed 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, revocation, termination or other ending of this Permit .

5. The Petitioner, for herself and for her heirs, successors and assigns, agrees that she shall be solely responsible for maintaining and repairing the condition of said grease interceptor 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 _____, 1999.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance:

Mary C. Donlan

AGREEMENT

I, Mary C. Donlan, for myself and for my 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 my 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 _____, 1999.

Mary C. Donlan

State of)
)ss.
County of)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1999 by Mary C. Donlan.

My Commission expires: _____

Witness my hand and official seal.

Notary Public