

RESOLUTION NO. 45-99

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
HENRY G. DRAKE AND JUDITH K. DRAKE

Recitals

1. Henry G. Drake and Judith K. Drake, hereinafter referred to as the Petitioners, represent that they are the owners of that certain real property situate in the City of Grand Junction, County of Mesa, State of Colorado, referenced by Mesa County Tax Schedule numbers 2945-154-18-015 and 2945-154-18-016, also known as 833 West Main Street, 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, 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 Northeast Corner of Lot 14, Block 1 of Grand River Subdivision, situate in the Southeast $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence SOUTH along the East boundary line of said Lot 14 a distance of 165.0 feet to the True Point of Beginning; thence SOUTH along the East boundary line of said Lot 14 a distance of 5.00 feet; thence leaving the East boundary line of said Lot 14, WEST a distance of 95.0 feet; thence NORTH a distance of 5.0 feet; thence EAST a distance of 95.0 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 7th day of April, 1999.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Janet L. Terry
President of the City Council

REVOCABLE PERMIT

Recitals

1. Henry G. Drake and Judith K. Drake, hereinafter referred to as the Petitioners, represent that they are the owners of that certain real property situate in the City of Grand Junction, County of Mesa, State of Colorado, referenced by Mesa County Tax Schedule numbers 2945-154-18-015 and 2945-154-18-016, also known as 833 West Main Street, 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, 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 Northeast Corner of Lot 14, Block 1 of Grand River Subdivision, situate in the Southeast $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence SOUTH along the East boundary line of said Lot 14 a distance of 165.0 feet to the True Point of Beginning; thence SOUTH along the East boundary line of said Lot 14 a distance of 5.00 feet; thence leaving the East boundary line of said Lot 14, WEST a distance of 95.0 feet; thence NORTH a distance of 5.0 feet; thence EAST a distance of 95.0 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 Petitioners 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 public 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 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, liable for damages caused to the private sanitary sewer service line to be installed by the Petitioners within the limits of said City property (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 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 Petitioners agree that they 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 existed 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 Petitioners agree 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 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 City property and, at their 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 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 private sanitary sewer service line to be installed by the Petitioners.

6. This Revocable Permit, the foregoing 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 _____, 1999.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance:

Acceptance:

Henry G. Drake

Judith K. Drake

AGREEMENT

Henry G. Drake and Judith K. Drake, 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 City Property to the City of Grand Junction and, at their 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 _____, 1999.

Henry G. Drake

Judith K. Drake

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1999 by Henry G. Drake and Judith K. Drake.

My Commission expires: _____

Witness my hand and official seal.

Notary Public