

RESOLUTION NO. 15-00

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
JAMES G. WILLIAMSON AND CHERLYN F. WILLIAMSON**

Recitals

1. James G. Williamson and Cherlyn F. Williamson, hereinafter referred to as the Petitioners, represent that they are the owners of that certain real property described as Lot 11, Block 1 of Cobblestone Ridges Phase 2 Replat, situate in the Southeast $\frac{1}{4}$ of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, also known as 389 Butte Court, hereinafter referred to as the "Petitioner's Property", 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 retaining wall and underground drainage pipe within the limits of the following described real property owned by the City, to wit:

Commencing at the Westernmost corner of Lot 11, Block 1 of Cobblestone Ridges Phase 2 Replat, as recorded by Reception Number 1789624 in the office of the Mesa County Clerk and Recorder; thence S 37°14'38" E along the Southwesterly boundary line of said Lot 11 a distance of 23.88 feet to the Point of Beginning; thence leaving said Southwesterly boundary line, S 15°00'05" W a distance of 21.66 feet; thence S 50°51'16" E a distance of 75.58 feet; thence N 82°57'09" E a distance of 18.88 feet; thence N 07°02'51" W a distance of 3.0 feet to a point on the Southerly boundary line of said Lot 11; thence S 82°15'01" W along the Southerly boundary line of said Lot 11 a distance of 21.24 feet; thence N 37°14'38" W along the Southwesterly boundary line of said Lot 11 a distance of 83.17 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 Petitioners for the purposes aforescribed and within the limits of the City owned property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 16th day of February, 2000.

Attest:

President of the City Council

City Clerk

REVOCABLE PERMIT

Recitals

1. James G. Williamson and Cherlyn F. Williamson, hereinafter referred to as the Petitioners, represent that they are the owners of that certain real property described as Lot 11, Block 1 of Cobblestone Ridges Phase 2 Replat, situate in the Southeast $\frac{1}{4}$ of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, also known as 389 Butte Court, hereinafter referred to as the "Petitioner's Property", 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 retaining wall and underground drainage pipe within the limits of the following described real property owned by the City, to wit:

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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 City owned property 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 for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

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 facilities 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.

3. The Petitioners agrees that they shall at all times keep the above described City property and the facilities authorized pursuant to this Permit in good condition and repair.

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 aforescribed City property available for use by the City or the general public. 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 facilities authorized pursuant to this Permit.

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 _____, 2000.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance:

James G. Williamson

Cherlyn F. Williamson

AGREEMENT

We, James G. Williamson and Cherlyn F. Williamson, for ourselves and for our 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 our own expense, remove any encroachment so as to make said City property fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2000.

James G. Williamson

Cherlyn F. Williamson

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2000, by James G. Williamson and Cherlyn F. Williamson.

My Commission expires: _____

Witness my hand and official seal.

Notary Public