

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 11-21

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
PARADISE HILLS PROPERTIES LLC FOR A TEMPORARY SUBDIVISION
MARKETING SIGN FOR SUMMER HILL SUBDIVISION WITHIN THE PUBLIC RIGHT-
OF-WAY AT THE INTERSECTION OF 26 ½ ROAD
AND SUMMER HILL WAY**

Recitals.

Paradise Hills Properties, LLC, the Petitioner, has requested that the Grand Junction City Council issue a Revocable Permit to allow the Petitioner to install, maintain and repair a temporary subdivision marketing sign for Summer Hill Subdivision within the following described public right-of-way:

A parcel of land being described at Reception Number 1899260, at the Mesa County Clerk and Recorder, situated in the southwest quarter of the northeast quarter of Section 26 Township 1 North, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, containing 450 square feet, more or less.

Relying on the information supplied by the Petitioner and contained in the Community Development Department File No. RVP-2020-758, the City Council has determined that approval of the revocable permit 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 is hereby authorized and directed to issue to the Petitioner the Revocable Permit, in the form attached to this resolution, for the purposes described in this resolution and the permit for the use of the public right-of-way described, all subject to each and every term and condition of the Revocable Permit.

PASSED and ADOPTED this 3rd day of February 2021.


C.E. "Duke" Wortmann
President of the City Council

Attest:



Wanda Winkelmann
City Clerk



REVOCABLE PERMIT

Recitals.

Paradise Hills Properties, LLC, hereinafter referred to as the Petitioner, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner as allowed by the Charter and ordinances of the City of Grand Junction, to install, maintain and repair a temporary subdivision marketing sign advertising Summer Hill Subdivision within the following described public right-of-way:

A parcel of land being described at Reception Number 1899260, at the Mesa County Clerk and Recorder, situated in the southwest quarter of the northeast quarter of Section 26 Township 1 North, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, containing 450 square feet, more or less.

Relying on the information supplied by the Petitioner and contained in File No. RVP-2020-758 in the office of the City's Community Development Department, 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 Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way. The Petitioner may not assign any obligation arising out of or under this Permit and/or the agreement.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any 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.

4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's 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 cost and expense 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 its own expense, remove any encroachment so as to make the aforescribed public right-of-way 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.

6. The Petitioner agrees to obtain a separate Sign Permit.

7. The Petitioner also agrees that the sign shall be removed at the time when the last home within the subdivision is constructed or January 1, 2024, whichever occurs first.

8. 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 5 day of February 2021.

Attest:



City Clerk

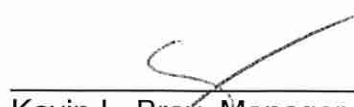
The City of Grand Junction,
a Colorado home rule municipality



City Manager



Acceptance by the Petitioner:


Kevin L. Bray, Manager
Paradise Hills Properties, LLC

AGREEMENT

Paradise Hills Properties, LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit as evidenced by a resolution or other writing from the person or persons authorized to sign and bind Paradise Hills Properties, LLC; and,

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit; and,

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction; and,

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this 12 day of February, 2021.

Paradise Hills Properties, LLC

By: [Signature]
Kevin L. Bray, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 12 day of February, 2021, by Kevin L. Bray, Manager of Paradise Hills Properties, LLC.

My Commission expires: Jan. 26, 2025
Witness my hand and official seal.

[Signature]
Notary Public

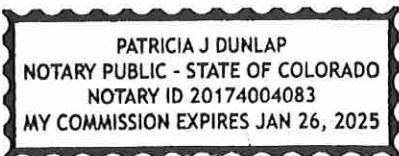


Exhibit A

2 PAGE DOCUMENT

WARRANTY DEED

BOOK 2579 PAGE 16
1899260 04/23/99 0151PH
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$NO FEE

Gary D. Plsek, Grantor, for and in consideration of the sum of Four Hundred Fifty and 00/100 Dollars (\$450.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantees, its successors and assigns forever, the following described tract or parcel of land for Roadway and Utilities right-of-way purposes, to wit:

Commencing at the Center 1/4 Corner of Section 26, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the West line of the SW 1/4 SW 1/4 NE 1/4 of said Section 26 to bear N00°07'50"E with all bearings contained herein being relative thereto;
thence N00°07'50"E along the west line of said WE 1/4 SW 1/4 NE 1/4 a distance of 30.00 feet; thence leaving the West line of said SW 1/4 SW 1/4 NE 1/4, N89°57'41"E a distance of 30.00 feet to the True Point of Beginning;
thence N00°07'50"E a distance of 30.00 feet;
thence S44°57'10"E a distance of 42.36 feet;
thence S89°57'50"W a distance of 30.00 feet to the True Point of Beginning,
containing 450.00 square feet as described herein and depicted on the Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that he will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23rd day of March, 1999.


Gary D. Plsek

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 23rd day of March, 1999, by Gary D. Plsek.



My commission expires: 3.3.01
Witness my hand and official seal.

Notary Public Peggy H. Quinn

The foregoing legal description was prepared by S. Pace, 250 North 5th Street, Grand Junction, CO, 81501

EXHIBIT "A"

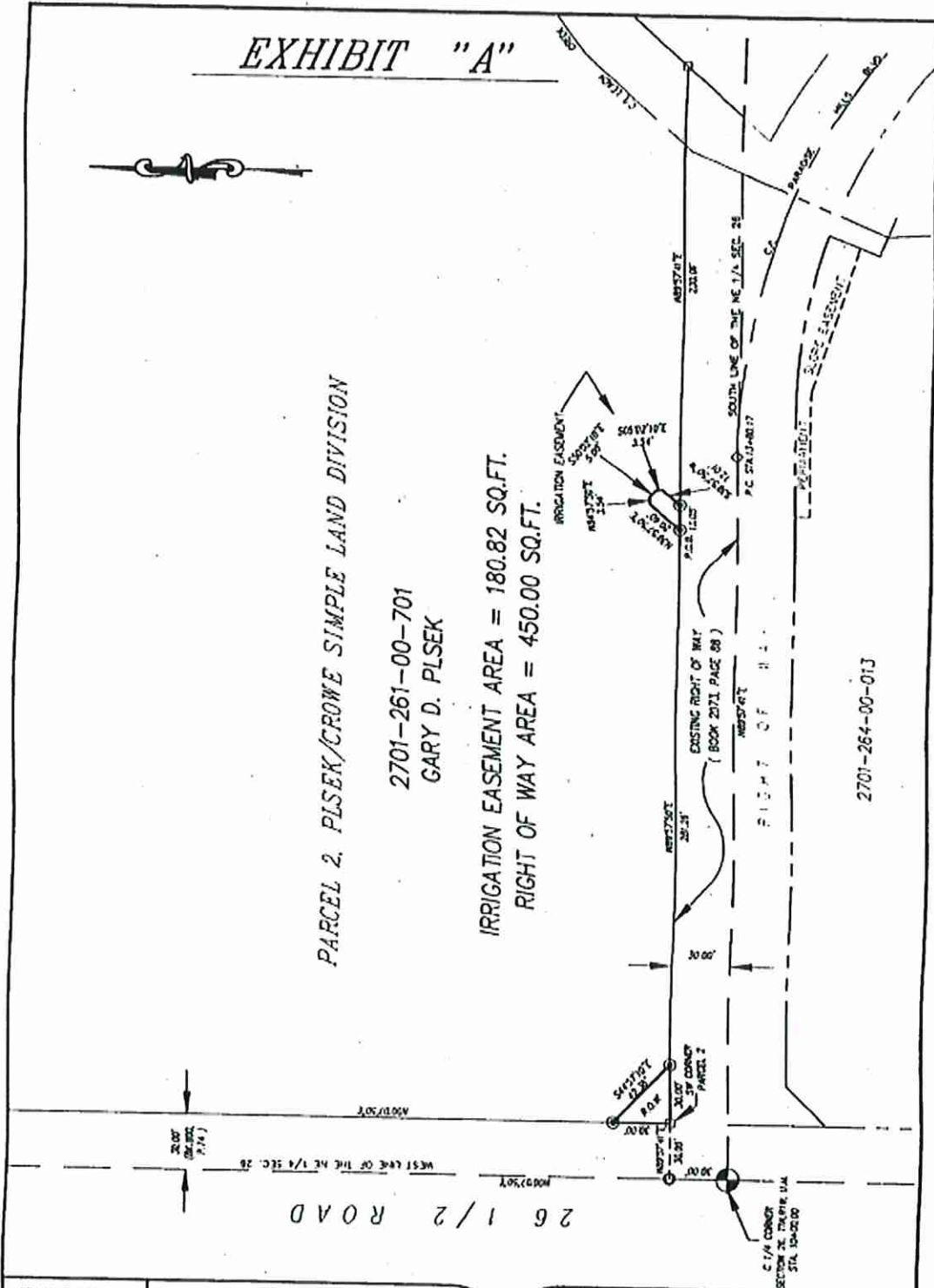


PARCEL 2, PLESEK/CROWE SIMPLE LAND DIVISION

2701-261-00-701
GARY D. PLESEK

IRRIGATION EASEMENT AREA = 180.82 SQ.FT.
RIGHT OF WAY AREA = 450.00 SQ.FT.

2701-264-00-013



DRAWN BY: SRP
DATE: 03-11-99
SCALE: 1" = 60'
APPR. BY: TW
F&E NO PARADISE C/DWG

RIGHT-OF-WAY DESCRIPTION MAP

PARADISE HILLS BLVD

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION