

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 12-21

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO THE LOWELL VILLAGE
METROPOLITAN DISTRICT TO ALLOW FOR THE CONSTRUCTION,
INSTALLATION AND MAINTENANCE OF STORM DRAINAGE FACILITIES,
MICROBASINS, WATER LINES, LANDSCAPING, AND IRRIGATION SYSTEMS IN
THE WHITE AVENUE, NORTH 8TH STREET AND GRAND AVENUE PUBLIC
RIGHTS-OF-WAY ADJACENT TO R5 BLOCK SUBDIVISION AMENDED AND
LOWELL VILLAGE PHASE I**

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for improvements within and adjacent to its boundaries stated in its Metropolitan District Service Plan and in the final approved plans for the Lowell Village development.

B. The Petitioner has requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for the construction, installation and maintenance of storm drainage facilities, microbasins, water lines, landscaping and irrigation systems in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to the R5 Block Subdivision Amended and Lowell Village Phase 1 subdivision, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A attached to the Revocable Permit for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Southwest corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended , a distance of 198.59 feet to the Southwest corner of Tract B, Lowell Village Phase 1 (Reception No.2932814); thence S00°01'33"W, a distance of 21.56 feet; thence N89°25'50"W, a distance of 198.69 feet; thence N00°16'43"E, a distance of 19.85 feet to the Point of Beginning.

AND

Beginning at the Northwesterly corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence N13°18'30"E, a distance of 21.22 feet; thence N69°33'42"E, a distance of 14.21 feet; thence S89°54'26"E, a distance of 368.18 feet; thence S35°13'00"E, a distance of 18.39 feet; thence S00°09'22"W, a distance of 180.47 feet; thence N89°55'50"W, a distance of

21.15 feet to the Northeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814); thence N00°03'27"E along the West right of way line of North 8th Street adjoining the East line of said R5 Block Subdivision Amended (Reception No.2835112), a distance of 170.00 feet to the Northeast corner Lot 3, of said R5 Block Subdivision Amended; thence N89°55'53"W along the South right of way line of Grand Avenue adjoining the North line of said R5 Block Subdivision Amended, a distance of 375.51 feet to the Point of Beginning.

White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Containing an area of 17,691 Square Feet (0.406 Acres) more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the developer of the District, Downtown Grand Junction, LLC, as contained in File No. SUB-2019-687 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. Petitioner indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

The City Manager 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 every term and condition contained in the attached Revocable Permit. The Revocable Permit may not pass to a successor or be assigned without prior approval by the City Council and is conditioned on the Lowell Village Metropolitan District adopting a resolution and acceding to the terms of the revocable permit.

PASSED and ADOPTED this 3rd day of February 2021.

Attest:


City Clerk


President of the City Council



REVOCABLE PERMIT

Recitals.

A. The Lowell Village Metropolitan District, herein after referred to as the Petitioner, represents that it is the governing authority for improvements within and adjacent to its boundaries stated in its Metropolitan District Service Plan and indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

B. The Petitioner has requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for the construction, installation and maintenance of storm drainage, microbasins, landscaping and irrigation systems in the White Avenue, North 8th Street and Grand Avenue rights-of-way adjacent to Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1, subject to the terms of the Permit, within the limits of the following described public rights-of-way, to wit (refer to Exhibit A attached hereto for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Southwest corner Lot 5, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'18"E along the North right of way line of White Avenue adjoining the South line of said R5 Block Subdivision Amended , a distance of 198.59 feet to the Southwest corner of Tract B, Lowell Village Phase 1 (Reception No.2932814); thence S00°01'33"W, a distance of 21.56 feet; thence N89°25'50"W, a distance of 198.69 feet; thence N00°16'43"E, a distance of 19.85 feet to the Point of Beginning.

AND

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White Avenue, North 8th Street and Grand Avenue right-of-way depicted on Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 recorded at the Mesa County Clerk and Records Office.

Containing an area of 17,691 Square Feet (0.406 Acres) more or less, as described herein and illustrated on Exhibit "A".

C. Relying on the information supplied by the developer of the District, Downtown Grand Junction, LLC, as contained in File No. SUB-2019-687 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. Petitioner indicates that it has reviewed the final approved plans in File No. SUB-2019-687 and shall be subject to the same.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. The Petitioner's use and occupancy of the public rights-of-way as authorized pursuant to this Permit in accordance with the final approved plans in File No. SUB-2019-687 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.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever or to allow others to do the same. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason. The Revocable Permit *does not* grant exclusive use of the area.
3. The Petitioner 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 any improvements and/or facilities to be installed by the Petitioner within the limits of the 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, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of improvements.
4. The Petitioner agrees that it shall at all times keep the above-described public rights-of-way and the facilities authorized pursuant to this Permit in good condition, repair and operation.
5. This Revocable Permit for the storm drainage, microbasins, water lines, landscaping and irrigation systems in the rights-of-way shall be issued only upon Petitioner's agreement that it 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 encroachments or uses permitted, including but not limited to damages to any public improvement, 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 Petitioner's last known address), peaceably surrender said public rights-of-way and, at its own expense, remove any encroachment so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The right-of-way shall be returned in the same or similar condition as it existed at the time of the Permit or as otherwise agreed by the City.

6. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit. The Permit shall only become effective with confirmation through resolution of the Petitioner's Board, attached to this Permit, stating that the Petitioner shall abide by all the terms of the Permit including those regarding the hold harmless and indemnity clauses.

7. This Revocable Permit may not be transferred to successors or assigned without the prior approval of City Council.

8. This Revocable Permit, the foregoing Resolution, and the Resolution of the Petitioner's Board 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.

Written and Recommended by

W. W. Wukelmann

City Clerk



The City of Grand Junction,
a Colorado home rule municipality

[Handwritten signature]

City Manager

By signature below the Petitioner agrees to abide by all the terms set forth in the Revocable Permit and states that the Board of Director's for the Petitioner has reviewed and agreed to all the terms of the Revocable Permit:

Lowell Village Metropolitan District

By:

Jeremy Nelson

Print Name: Jeremy Nelson

Print Title: District Manager

State of Colorado)

County of ~~Aspen~~ La Plata)^{ss.}

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this 12 day of February, 2021, by Jeremy Nelson, _____ of the Lowell Village Metropolitan District.

My Commission expires: 6-19-23

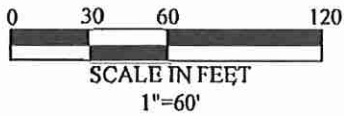
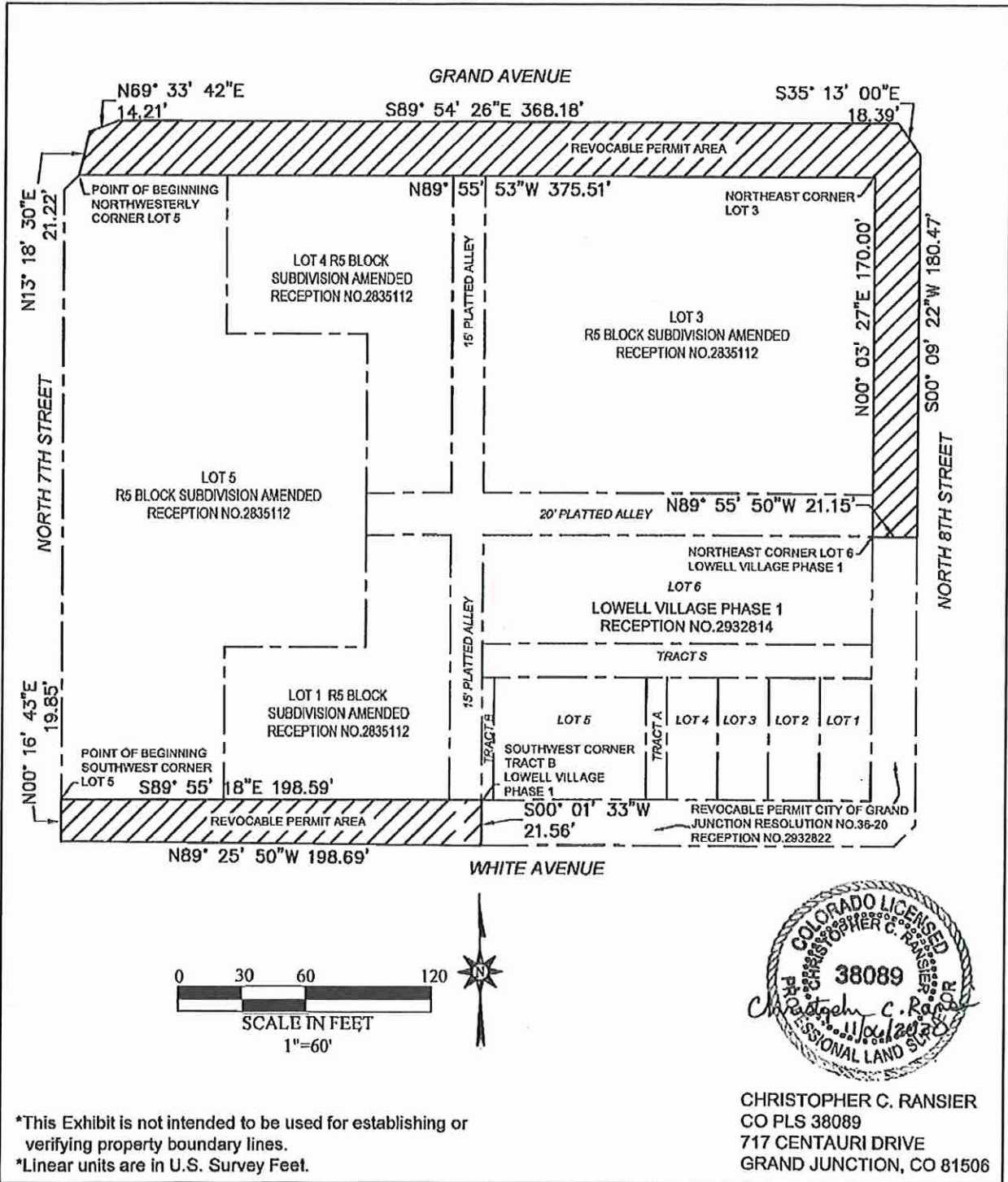
Witness my hand and official seal.

Allyson
Notary Public

ALLYSON ANDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194023307
MY COMMISSION EXPIRES 06/19/2023

EXHIBIT A

SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



CHRISTOPHER C. RANSIER
CO PLS 38089
717 CENTAURI DRIVE
GRAND JUNCTION, CO 81506

*This Exhibit is not intended to be used for establishing or verifying property boundary lines.
*Linear units are in U.S. Survey Feet.