

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. 13-21**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO DOWNTOWN GRAND JUNCTION  
REGENERATION LLC, PETER SMITH, ROBERT TRAW, AND ROBERT BREEDEN  
TO ALLOW FOR EAVES OF NEW STRUCTURES TO OVERHANG AND ENCROACH  
IN THE WHITE AVENUE, NORTH 8<sup>TH</sup> 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**

**Recitals.**

A. Downtown Grand Junction Regeneration, LLC, a Colorado Limited Liability Company, Peter Smith, Robert Traw, and Robert Breeden, hereinafter referred to as the Petitioners, represent they are the owners of the property to be platted and developed as Lowell Village Phase 2 including the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision.

B. The Petitioners have requested that the City of Grand Junction ("City") issue a Revocable Permit ("Permit") to allow for eaves of new structures, to include residential dwelling units and above garage space, to overhang and encroach in the White Avenue, North 8<sup>th</sup> 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 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 of 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, Beginning at the Southwest corner Lot 1, 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 5.47 feet to the Point of Beginning; thence S89°55'18"E, a distance of 96.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 96.00; thence N00°04'42"E, a distance of 2.00; feet to the Point of Beginning.

AND

Beginning at the Southwest corner Lot 5, Lowell Village Phase 1 (Reception No.2932814) thence S89°55'18"E along the North right of way line of White Avenue, a distance of 72.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 72.00 feet; thence N00°04'42"E, a distance of 2.00 feet to the Point of Beginning.

AND

Beginning at the Southeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814) thence N00°03'39"E along the West right of way line of North 8<sup>th</sup> Street, a

distance of 63.51 feet; thence S89°56'24"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.51 feet; thence N89°56'24"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence S00°03'39"W along the West right of way line of North 8<sup>th</sup> Street, a distance of 74.69 feet to the Point of Beginning; thence S89°56'21"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.11 feet; thence N89°56'21"W, a distance of 2.00 feet; thence N00°03'39"E, a distance of 63.11 feet to the Point of Beginning.

AND

Beginning at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.49 feet; thence N00°04'07"W, a distance of 2.00 feet; thence S89°55'53"E, a distance of 98.49 feet; thence S00°03'39"W, a distance of 60.69 feet; thence S89°56'21"E, a distance of 2.00 feet to the West right of way line of North 8<sup>th</sup> Street; thence N00°03'39"E along the West right of way line of North 8<sup>th</sup> Street, a distance of 58.69 feet to the Point of Beginning.

AND

Commencing at the Northeast corner Lot 3, R5 Block Subdivision Amended (Reception No.2835112) thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 106.49 feet to the Point of Beginning; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 72.00 feet; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 72.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the Point of Beginning.

AND

Commencing at the Northwest corner Lot 4, R5 Block Subdivision Amended (Reception No.2835112) thence S89°55'53"E along the South right of way line of Grand Avenue, a distance of 5.90 feet to the Point of Beginning; thence N00°04'07"E, a distance of 2.00 feet; thence S89°55'53"E, a distance of 96.00 feet; thence S00°04'07"W, a distance of 2.00 feet to the South right of way line of Grand Avenue; thence N89°55'53"W along the South right of way line of Grand Avenue, a distance of 96.00 feet to the Point of Beginning.

White Avenue, North 8<sup>th</sup> 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 1,239 Square Feet more or less, as described herein and illustrated on Exhibit A of the Revocable Permit.

C. Relying on the information supplied by the Petitioners and 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.

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 Petitioners for the purpose aforescribed and within the limits of the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 3<sup>rd</sup> day of February 2021.

Attest:

Wanda Winkelman  
City Clerk

C. E. Steve W. Zucchi  
President of the City Council



## REVOCABLE PERMIT

### Recitals.

A. Downtown Grand Junction Regeneration, LLC, a Colorado Limited Liability Company, Peter Smith, Robert Traw, and Robert Breeden, hereinafter referred to as the Petitioners, represent they are the owners of the property to be platted and developed as Lowell Village Phase 2 including the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit: Lots 1, 3 and 4 R5 Block Subdivision Amended and Lots 5 and 6 Lowell Village Phase 1 subdivision.

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AND

Beginning at the Southwest corner Lot 5, Lowell Village Phase 1 (Reception No.2932814) thence S89°55'18"E along the North right of way line of White Avenue, a distance of 72.00 feet; thence S00°04'42"W, a distance of 2.00 feet; thence N89°55'18"W, a distance of 72.00 feet; thence N00°04'42"E, a distance of 2.00 feet to the Point of Beginning.

AND

Beginning at the Southeast corner Lot 6, Lowell Village Phase 1 (Reception No.2932814) thence N00°03'39"E along the West right of way line of North 8<sup>th</sup> Street, a distance of 63.51 feet; thence S89°56'24"E, a distance of 2.00 feet; thence S00°03'39"W, a distance of 63.51 feet; thence N89°56'24"W, a distance of 2.00 feet to the Point of Beginning.

AND

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AND

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White Avenue, North 8<sup>th</sup> 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 1,239 Square Feet more or less, as described herein and depicted on Exhibit A attached hereto.

C. Relying on the information supplied by the Petitioners and 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.

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

1. The Petitioners' use and occupancy of the public rights-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 rights-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the public rights-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

3. The Petitioners, for themselves and for their 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 any improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public rights-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 public improvements.

4. The Petitioners agree that they shall at all times keep the above-described public rights-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Permit shall be effective only upon the signatures of all the Petitioners and the City Manager appearing hereon. Petitioners' agree on their behalf and that of their successors and assigns that they 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 first class letters to a Petitioner's last known addresses), peaceably surrender all or some of said public right-of-way and, at their 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 in the same or similar condition as when the Permit was issued 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.

7. This Revocable Permit and the foregoing Resolution shall be recorded by the Petitioners, at the Petitioners' expense, in the office of the Mesa County Clerk and Recorder.

Dated this 5 day of February, 2021.

Written and Recommended by: \_\_\_\_\_ City of Grand Junction,  
Colorado home rule municipality

Wanda Wutkebiem

City Clerk



[Signature]

Manager

By signature below each Petitioner agrees to abide by all the terms set forth in the Revocable Permit for themselves and their successors and assigns:

Downtown Grand Junction Regeneration, LLC  
a Colorado Limited Liability Company

By: \_\_\_\_\_  
Jeremy Nelson, Manager

State of Colorado        )  
                                  )ss.  
County of Mesa         )

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jeremy Nelson, Manager of Downtown Grand Junction Regeneration, LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

Dated this 5 day of February, 2021.

Written and Recommended by: \_\_\_\_\_ City of Grand Junction,  
Colorado home rule municipality

Wanda Winkelman

City Clerk



[Signature]

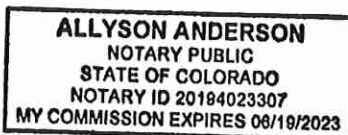
Manager

By signature below each Petitioner agrees to abide by all the terms set forth in the Revocable Permit for themselves and their successors and assigns:

Downtown Grand Junction Regeneration, LLC  
a Colorado Limited Liability Company

[Signature]  
By: \_\_\_\_\_  
Jeremy Nelson, Manager

State of Colorado )  
                                  )ss.  
County of Mesa (La Plata)



The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this 12 day of February, 2021, by Jeremy Nelson, Manager of Downtown Grand Junction Regeneration, LLC.

My Commission expires: 6-19-23  
Witness my hand and official seal.

[Signature]  
Notary Public



City Clerk

City Manager

By signature below each Petitioner agrees to abide by all the terms set forth in the Revocable Permit for themselves and their successors and assigns:

Downtown Grand Junction Regeneration LLC  
a Colorado Limited Liability Company

By: \_\_\_\_\_  
Jeremy Nelson, Manager

State of Colorado        )  
  )ss.  
County of Mesa         )

The foregoing agreement to the terms the Revocable Permit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jeremy Nelson, Manager of Downtown Grand Junction Regeneration LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public


  
\_\_\_\_\_  
Peter Smith

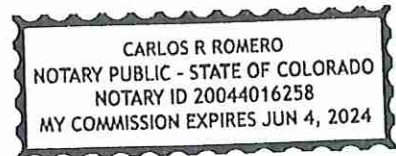
State of Colorado        )  
  )ss.  
County of Denver         )

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this 12<sup>th</sup> day of February, 2021

February, 2021, by Peter Smith.

My Commission expires: June 4<sup>th</sup> 2024  
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
Robert Traw

City Clerk

City Manager

By signature below each Petitioner agrees to abide by all the terms set forth in the Revocable Permit for themselves and their successors and assigns:

Downtown Grand Junction Regeneration LLC  
a Colorado Limited Liability Company

By: \_\_\_\_\_  
Jeremy Nelson, Manager

State of Colorado        )  
  )ss.  
County of Mesa         )

The foregoing agreement to the terms the Revocable Permit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jeremy Nelson, Manager of Downtown Grand Junction Regeneration LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Peter Smith

State of \_\_\_\_\_)  
  )ss.  
County of \_\_\_\_\_)

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2021, by Peter Smith.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public


*Robert W. Traw*  
\_\_\_\_\_  
Robert Traw

State of Colorado )  
County of Arapahoe ) ss.

CHARLES BEEVERS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174027721  
MY COMMISSION EXPIRES JULY 03, 2021

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this 10<sup>th</sup> day of February, 2021, by Robert Traw.

My Commission expires: July 3<sup>rd</sup> 2021  
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Robert Breeden

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing agreement to the terms of the Revocable Permit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Breeden.

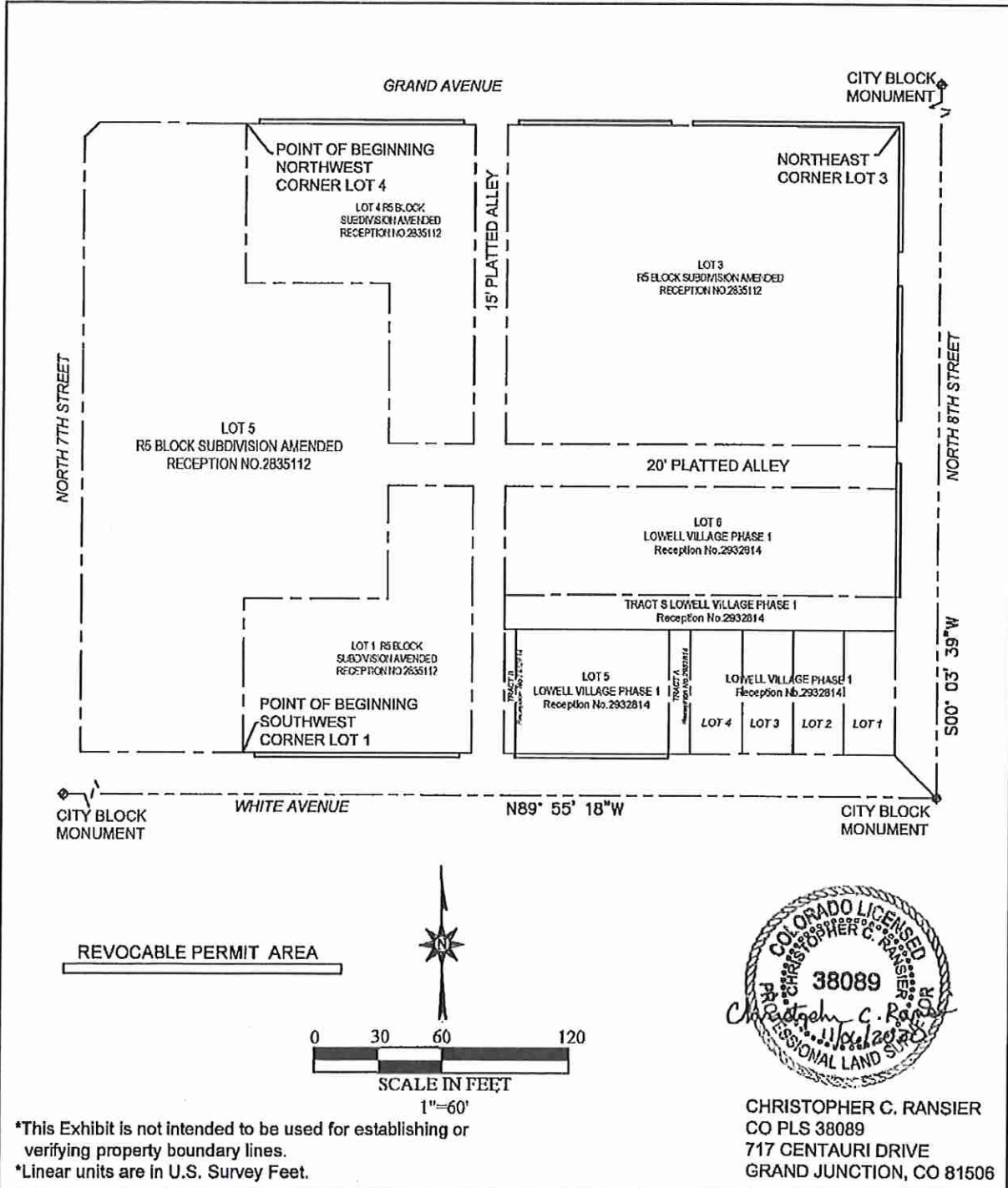
My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



# 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



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

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