

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 31-21

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO SM MESA MALL LLC TO CONTINUE TO ALLOW AND MODIFY A FREE-STANDING SIGN FOR MESA MALL WITHIN THE PUBLIC RIGHT-OF-WAY OF PATTERSON ROAD

Recitals.

A. SM Mesa Mall, 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 to install, maintain and repair a free-standing sign advertising Mesa Mall within the following described public right-of-way:

A PARCEL OF LAND OVER A PORTION OF PATTERSON ROAD (FORMERLY F ROAD), BEING A PUBLIC RIGHT-OF-WAY WITH A WIDTH THAT VARIES, IN THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, PER THE PLAT OF MESA MALL, RECORDED MARCH 13, 1979 IN PLAT BOOK 12, PAGE 130, IN THE RECORDS OF THE CLERK AND RECORDER FOR SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, IN SAID CITY, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, MESA MALL'S THIRD MINOR SUBDIVISION, PER THE PLAT RECORDED DECEMBER 27, 2019 AT RECEPTION NO. 2908272, IN SAID RECORDS;
THENCE ALONG THE NORTH LINE OF SAID LOT 2, NORTH 89°59'50" EAST, A DISTANCE OF 506.99 FEET TO THE **POINT OF BEGINNING**;
THENCE DEPARTING SAID NORTH LINE, NORTH 00°00'00" EAST, A DISTANCE OF 24.48 FEET;
THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 7.95 FEET;
THENCE SOUTH 00°29'15" WEST, A DISTANCE OF 24.49 FEET TO THE NORTH LINE OF LOT 5, MESA MALL SUBDIVISION, PER THE PLAT RECORDED FEBRUARY 7, 1980 AT RECEPTION NO. 1215388, IN SAID RECORDS;
THENCE ALONG SAID NORTH LINE, SOUTH 89°59'50" WEST, A DISTANCE OF 3.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, ALSO BEING THE NORTHEAST CORNER OF LOT 2, MESA MALL'S THIRD MINOR SUBDIVISION;
THENCE ALONG THE NORTH LINE OF SAID LOT 2, SOUTH 89°59'50" WEST, A DISTANCE OF 3.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 192 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

AS SHOWN ON THE EXHIBIT ATTACHED HERETO, MADE A PART HEREOF.

B. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-190 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:

1. That 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 each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 7th day of April 2021.

Attest:

W Winkelman
City Clerk

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



REVOCABLE PERMIT

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AS SHOWN ON THE EXHIBIT ATTACHED HERETO, MADE A PART HEREOF.

Legal Description & Exhibit Prepared by:
Jesus A. Lugo, PLS 38081
Altura Land Consultants, LLC
6950 South Tucson Way, Unit C
Centennial, Colorado 80112

B. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-190 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.
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. 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 14 day of April, 2021.

Attest:

W Wankelmann

City Clerk

The City of Grand Junction,
a Colorado home rule municipality

[Signature]

City Manager



Acceptance by the Petitioner:

SM Mesa Mall, LLC
Robert P. Demchak, EVP, GC & Corp
Secretary

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Dated this 14 day of April, 2021.

Attest:

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City Clerk

The City of Grand Junction,
a Colorado home rule municipality

[Signature]

City Manager



Acceptance by the Petitioner:

[Signature]

SM Mesa Mall, LLC
Robert P. Demchak, EVP, GC & Corp
Secretary

AGREEMENT

SM Mesa Mall 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;
- (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;
- (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;
- (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 16th day of April, 2021.

SM Mesa Mall, LLC

By: [Signature]
Robert P. Demchak, EVP, GC & Corp

Secretary
State of Indiana)
)ss.
County of Marion)

The foregoing Agreement was acknowledged before me this 16th day of April, 2021, by Robert P. Demchak, EVP, GC & Corp Secretary of SM Mesa Mall LLC.

My Commission expires: May 18, 2022
Witness my hand and official seal.

[Signature]
Notary Public

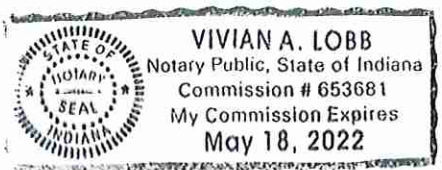
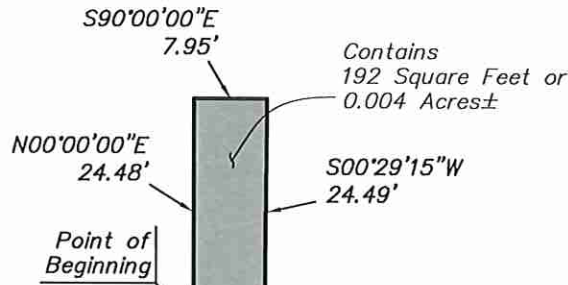
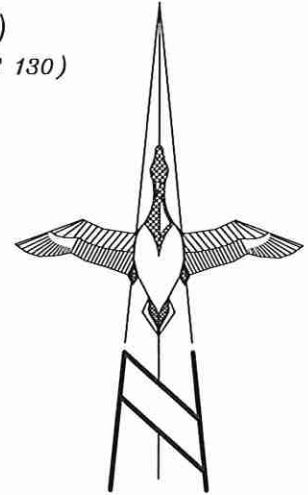
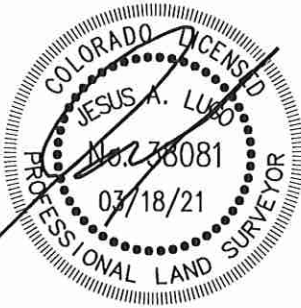


EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

PATTERSON ROAD (FORMERLY F ROAD)
(PUBLIC RIGHT-OF-WAY, WIDTH VARIES, PLAT BOOK 12, PAGE 130)



North line of Lot 2
(Basis of Bearings)

Contains
192 Square Feet or
0.004 Acres±

506.99'

N89°59'50\"/>

Northwest corner
of Lot 2 & Point
of Commencement

N00°00'10\"/>

Warranty Deed
Rec. No. 2020416
Mesa County Assessor
Parcel Number
2945-043-00-144

LOT 2
MESA MALL'S THIRD
MINOR SUBDIVISION
(REC. NO. 2908272)

Mesa County Assessor
Parcel Number
2945-043-71-002

510.77'

3.78'

Point of
Beginning

7.74'

63.20'

S00°00'10\"/>

S89°59'50\"/>

Northwest corner of Lot 5
& Northeast corner of Lot 2

315.25'

North line
of Lot 5

LOT 5
MESA MALL
SUBDIVISION
(REC. NO. 1215388)

Mesa County Assessor
Parcel Number
2945-043-03-006

N86°20'56\"/>

319.21'

294.10

ABBREVIATION LEGEND

REC. NO. = RECEPTION NUMBER

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND
SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION.

GRAPHIC SCALE



FEET



6950 S. Tucson Way, Unit C Centennial, CO 80112 Phone: (720) 488-1303

JOB NO. 19043

DATE: 02/23/21

SCALE: 1" = 20'

Last Saved On: 3-18-21 At: 03:53pm As: N:\Projects\2019 Projects\19043-MESA MALL\DWG\19043-MESA MALL-SIGN EASEMENT - Br. Kelly