

RESOLUTION NO. 9-95_

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
COLORADO WEST IMPROVEMENTS, INC.

WHEREAS, Colorado West Improvements, Inc., a Colorado non-profit corporation, represents that it is the owner of the real property described as Replat of Lots 1, 2 & 3, Block 8, Foresight Park for Industry, Filing Number Three, situated in the Southwest Quarter of Section 3, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements and irrigation lines in the following described public rights-of-way for Foresight Circle and Blichmann Avenue:

Parcel No. One: Beginning at the Southwest Corner of Lot 1 of said Subdivision; thence S 90°00'00" W a distance of 27.50 feet; thence N 00°00'00" E a distance of 30.0 feet; thence 30.63 feet along the arc of a curve to the right having a radius of 19.5 feet, a central angle of 90°00'00", and a long chord bearing N 45°00'00" E a distance of 27.58 feet; thence N 90°00'00" E a distance of 8.0 feet to a point on the West boundary of said Lot 1; thence S 00°00'00" W along the West boundary of said Lot 1 a distance of 49.5 feet to the Point of Beginning.

Parcel No. Two: Commencing at the Southwest Corner of Lot 1 of said Subdivision; thence N 00°00'00" E along the West boundary of said Lot 1 a distance of 80.50 feet to the Point of Beginning; thence S 90°00'00" W a distance of 8.0 feet; thence 30.63 feet along the arc of a curve to the right having a radius of 19.5 feet, a central angle of 90°00'00", and a long chord bearing N 45°00'00" W a distance of 27.58 feet; thence N 00°00'00" E a distance of 165.85 feet; thence 117.23 feet along the arc of a curve to the right having a radius of 74.67 feet, a central angle of 89°57'00", and a long chord bearing N 44°58'30" E a distance of 105.55 feet; thence N 89°57'00" E a distance of 52.74 feet; thence 26.80 feet along the arc of a curve to the right having a radius of 19.5 feet, a central angle of 78°44'19", and a long chord bearing S 50°40'50" E a distance of 24.74 feet to a point on the North boundary of said Lot 1; thence along the North and West boundary of said Lot 1 the following three (3) courses and distances:

- 1) S 89°57'00" W a distance of 94.0 feet;
- 2) 39.25 feet along the arc of a curve to the left having a radius of 25.0 feet, a central angle of 89°57'00", and a long chord bearing S 44°58'30" W a distance of 35.34 feet;
- 3) thence S 00°00'00" W a distance of 219.31 feet to the Point of Beginning.

Parcel No. Three: Beginning at the Northeast Corner of Lot 1 of said Subdivision; thence N 00°00'00" E a distance of 15.66 feet; thence S 89°57'00" W a distance of 385.91 feet; thence 26.80 feet along the arc of a curve to the left having a radius of 19.5 feet, a central angle of 78°44'19", and a long chord bearing S 50°40'50" W a distance of 24.74 feet to a point on the North boundary of said Lot 1; thence N 89°57'00" E along the North boundary of said Lot 1 a distance of 405.05 feet to the Point of Beginning; and

WHEREAS, 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 grant the attached Revocable Permit to the above named Petitioner for the purposes aforescribed and within the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 1st day of February, 1995.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ R.T. Mantlo
President of the Council

REVOCABLE PERMIT

WHEREAS, Colorado West Improvements, Inc., a Colorado non-profit corporation, represents that it is the owner of the real property described as Replat of Lots 1, 2 & 3, Block 8, Foresight Park for Industry, Filing Number Three, situated in the Southwest Quarter of Section 3, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of landscape improvements and irrigation lines in the following described public rights-of-way for Foresight Circle and Blichmann Avenue:

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boundary of said Lot 1 a distance of 405.05 feet to the Point of Beginning; and

WHEREAS, the City Council of the City of Grand Junction 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 granted to Colorado West Improvements, Inc., a Colorado non-profit corporation, a Revocable Permit for the purposes aforescribed and within the public rights-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself and all other public utilities, hereby reserves and retains a perpetual right to utilize the aforescribed public rights-of-way for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress for workers and equipment on, along, over, under, through and across said rights-of-way. The City further reserves and retains the right to revoke this Permit at any time and for any reason.

2. The Petitioner, for itself and for its successors and assigns, agrees that it will not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents or any other public utility liable for damages caused to the improvements situated within said rights-of-way, or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy and use of said rights-of-way or the installation, operation, maintenance and repair of street improvements and utilities by the City of Grand Junction or any other public utility.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claim or cause of action however stated arising out of the encroachment and use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way and, at its own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

4. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of said rights-of-way and all improvements installed by the Petitioner.

5. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 1995.

Attest:

City Clerk

City Manager

Acceptance:

Attest:

Colorado West Improvement, Inc., a
Colorado Non-Profit Corporation

Dennis Kirtland, President

AGREEMENT

Colorado West Improvement, Inc., a Colorado non-profit corporation, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; 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 public rights-of-way to the City and, at its own expense, remove any encroachment so as to make the rights-of-way available for use by the City of Grand Junction or any other public utility.

Dated this _____ day of _____, 1995.

Attest:

Colorado West Improvements, Inc., a
Colorado Non-Profit Corporation

Dennis Kirtland, President

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1995, by Dennis Kirtland as President and attested to by _____ as _____ of Colorado West Improvements, Inc., a Colorado non-profit corporation.

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

Notary Public
