

RESOLUTION NO. 67-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
THE AVALON, INC.

Recitals

1. The City of Grand Junction is the owner of the real property described as the West 85 feet of Lots 11, 12, 13, 14 and 15 of Block 116 according the Original Plat of the City of Grand Junction, County of Mesa, State of Colorado, with an address of 645 Main Street in the City of Grand Junction.

2. The Avalon, Inc., a Colorado non profit corporation, leases the above described property from the City of Grand Junction and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of the following described improvements within the following described public rights-of-ways:

(a) The installation of a building facade, canopy and pilasters within the following described public right-of-way for Main Street: Beginning at the Northwest Corner of Lot 11 of Block 116 of the Original Plat of the City of Grand Junction; thence North a distance of 1.00 feet; thence East a distance of 14.00 feet; thence North a distance of 1.50 feet; thence East a distance of 3.00 feet; thence North a distance of 7.00 feet; thence East a distance of 40.00 feet; thence South a distance of 7.00 feet; thence East a distance of 3.00 feet; thence South a distance of 1.50 feet; thence East a distance of 14.00 feet; thence South a distance of 1.00 feet to a point on the North boundary line of said Lot 11; thence West along the North boundary line of said Lot 11 a distance of 74.00 feet to the Point of Beginning.

(b) The installation of a stairway within the following described alley right-of-way: Commencing at the Southwest Corner of Lot 15 of Block 116 of the Original Plat of the City of Grand Junction; thence North along the West boundary line of said Lot 15 a distance of 10.00 feet to the Point of Beginning; thence West a distance of 4.50 feet; thence North a distance of 11.00 feet; thence East a distance of 4.50 feet to a point on the West boundary line of said Lot 15; thence South along the West boundary line of said Lot 15 a distance of 11.00 feet to the Point of Beginning.

3. Based on the foregoing, 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 issue the attached Revocable Permit to The Avalon, Inc., for the purposes aforescribed and within the public rights-of-ways aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 21st day of June, 1995.

Attest:

/s/ Ron Maupin  
President of the City Council

/s/ Stephanie Nye  
City Clerk

## REVOCABLE PERMIT

### Recitals

1. The Avalon, Inc., a Colorado non profit corporation, leases from the City of Grand Junction, a Colorado home rule municipality, that certain real property with a street address of 645 Main Street in the 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 encroachment of the following described improvements within the following described public rights-of-ways:

(a) The installation of a building facade, canopy and pilasters within the following described public right-of-way for Main Street: Beginning at the Northwest Corner of Lot 11 of Block 116 of the Original Plat of the City of Grand Junction; thence North a distance of 1.00 feet; thence East a distance of 14.00 feet; thence North a distance of 1.50 feet; thence East a distance of 3.00 feet; thence North a distance of 7.00 feet; thence East a distance of 40.00 feet; thence South a distance of 7.00 feet; thence East a distance of 3.00 feet; thence South a distance of 1.50 feet; thence East a distance of 14.00 feet; thence South a distance of 1.00 feet to a point on the North boundary line of said Lot 11; thence West along the North boundary line of said Lot 11 a distance of 74.00 feet to the Point of Beginning.

(b) The installation of a stairway within the following described alley right-of-way: Commencing at the Southwest Corner of Lot 15 of Block 116 of the Original Plat of the City of Grand Junction; thence North along the West boundary line of said Lot 15 a distance of 10.00 feet to the Point of Beginning; thence West a distance of 4.50 feet; thence North a distance of 11.00 feet; thence East a distance of 4.50 feet to a point on the West boundary line of said Lot 15; thence South along the West boundary line of said Lot 15 a distance of 11.00 feet to the Point of Beginning.

2. Based on the representations of The Avalon, Inc., 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 issued to The Avalon, Inc., a Colorado non profit corporation, a Revocable Permit for the purposes aforescribed and within the public rights-of-ways 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, the State of Colorado, the County of Mesa and all other public utilities, hereby reserves and retains a perpetual right to utilize all of the aforescribed public rights-of-ways for any City or public utility purposes, including, but not limited to, the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said rights-of-ways.

2. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, the State of Colorado, the

County of Mesa or any public utility liable for damages caused to the improvements situated within said public rights-of-ways (including the removal thereof), or any other property of the Permittee or any other party, as a result of the Permittee's occupancy, possession or use of said public rights-of-ways or as a result of any City activity or use thereof or as a result of the operation, maintenance or repair of public improvements, including, but not limited to, street improvements and utilities.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Permittee of an agreement that the Permittee, and the Permittee'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 Permittee shall, at the sole expense and cost of the Permittee, within one hundred and eighty (180) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public rights-of-ways and, at its own expense, remove any encroachment so as to make the public rights-of-ways available for use by the City of Grand Junction, the State of Colorado, the County of Mesa or any other public utility. The provisions concerning holding harmless and indemnity shall survive the expiration, termination or other ending of this Permit.

4. The Permittee, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Permittee.

5. This Revocable Permit, the related Resolution and the following Agreement shall be recorded by the Permittee, at the Permittee's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance:

\_\_\_\_\_  
Secretary, The Avalon, Inc.

\_\_\_\_\_  
President, The Avalon, Inc.

AGREEMENT

The Avalon, 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; As set forth, 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 one hundred and eighty (180) days of revocation of said Permit, peaceably surrender said public rights-of-ways to the City of Grand Junction and, at its own expense, remove any encroachment so as to make the public rights-of-ways fully available for use by the City of Grand Junction, the State of Colorado, the County of Mesa, or any public utility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Attest: The Avalon, Inc., a Colorado non profit  
corporation

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by \_\_\_\_\_ as President and attested to by \_\_\_\_\_ as Secretary of The Avalon, Inc., a Colorado non profit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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