

RESOLUTION NO. 75-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
HEALTH AND REHABILITATION PROPERTIES TRUST

Recitals

1. Health and Rehabilitation Properties Trust, a real estate investment trust formed under the laws of the state of Maryland, represents that it is the owner of the real property described in Book 2037 at Page 819 in the office of the Mesa County Clerk and Recorder, said property being a part of Lot 1, Block 1 of Landing Heights Nursing Care Center Subdivision as recorded in Plat Book 11 at Page 158 in the office of the Mesa County Clerk and Recorder, situate in the Northwest 1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, also known as 2825 Patterson Road in 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 landscape improvements within the following described public right-of-way for Patterson Road: Beginning at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 142.82 feet; thence N 01°35'56" E a distance of 19.51 feet; thence N 88°54'55" W a distance of 148.94 feet; thence S 01°35'56" E a distance of 22.76 feet to the Point of Beginning;

(b) The installation of a monument type sign within the following described public right-of-way for Patterson Road: Commencing at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 84.00 feet to the True Point of Beginning; thence N 01°35'56" W a distance of 16.92 feet; thence S 88°54'55" E a distance of 4.00 feet thence S 01°35'56" E a distance of 16.83 feet to a point on the North boundary line of said Subdivision; thence S 89°50'00" W along the North boundary line of said Subdivision a distance of 4.00 feet to the Point of Beginning.

2. 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 Health and Rehabilitation Properties Trust, 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 16th day of August, 1995.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Ron Maupin
President of the City Council

REVOCABLE PERMIT

Recitals

1. Health and Rehabilitation Properties Trust, a real estate investment trust formed under the laws of the state of Maryland, hereinafter referred to as "the Petitioner" or "the Permittee", represents that it is the owner of the real property described in Book 2037 at Page 819 in the office of the Mesa County Clerk and Recorder, said property being a part of Lot 1, Block 1 of Landing Heights Nursing Care Center Subdivision as recorded in Plat Book 11 at Page 158 in the office of the Mesa County Clerk and Recorder, situate in the Northwest 1/4 of Section 7, Township 1 South, Range 1 East of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, also known as 2825 Patterson Road in 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 landscape improvements within the following described public right-of-way for Patterson Road: Beginning at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 142.82 feet; thence N 01°35'56" E a distance of 19.51 feet; thence N 88°54'55" W a distance of 148.94 feet; thence S 01°35'56" E a distance of 22.76 feet to the Point of Beginning;

(b) The installation of a monument type sign within the following described public right-of-way for Patterson Road: Commencing at a point which bears N 89°50'00" E a distance of 1023.70 feet and S 01°35'56" E a distance of 50.02 feet from the Northwest Corner of said Section 7; thence N 89°50'00" E along the North boundary line of Landing Heights Nursing Care Center Subdivision a distance of 84.00 feet to the True Point of Beginning; thence N 01°35'56" W a distance of 16.92 feet; thence S 88°54'55" E a distance of 4.00 feet thence S 01°35'56" E a distance of 16.83 feet to a point on the North boundary line of said Subdivision; thence S 89°50'00" W along the North boundary line of said Subdivision a distance of 4.00 feet to the Point of Beginning.

2. Based on the representations of the Petitioner, 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 Petitioner 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 ninety (90) 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: The City of Grand Junction, a
Colorado home rule municipality

City Clerk _____
City Manager

Acceptance by the Permittee:

Attest: Health and Rehabilitation Properties Trust,

Title: _____
Title:

AGREEMENT

Health and Rehabilitation Properties Trust, a real estate investment trust formed under the laws of the state of Maryland, 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 ninety (90) 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: Health and Rehabilitation Properties Trust

Title: _____ Title:

State of Maryland)
)ss.
County of)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1995, by _____ as _____ and attested to by _____ as _____ of Health and Rehabilitation Properties Trust.

Witness my hand and official seal.

My commission expires: _____

Notary Public