

RESOLUTION NO. 87-95

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
FEATHER-MEDSKER-SMITH LTD., A COLORADO LIMITED PARTNERSHIP

Recitals

1. Feather-Medsker-Smith Ltd., a Colorado Limited Partnership, hereinafter referred to as "the Petitioners", represent that they are the owners of the following described real property situate at 2700 South U.S. Highway 50 in the City of Grand Junction as described in Book 2036 at Page 787 in the office of the Mesa County Clerk and Recorder: Lot 1 and the West 50 feet of Lot 2, Block 2 of Artesia Heights, situate in the SW1/4 NW1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 6 at Page 24 in the office of the Mesa County Clerk and Recorder, and also, Beginning at a point which is 20 feet West of the Southeast Corner of said Lot 2, thence South 16.7 feet to a point on the Northerly right-of-way line of U.S. Highway 50 South, thence N 64°53'00" W along said right-of-way line a distance of 41.12 feet to a point on the South line of said Lot 2, thence East along the South line of said Lot 2 a distance of 38.4 feet to the Point of Beginning. The Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of landscape improvements within the following described public rights-of-way for Sherman Drive, 27 Road and U.S. Highway 50 South located adjacent to the aforescribed property:

Parcel No. 1: Commencing at the Northwest Corner of Lot 1, Block 2 of Artesia Heights; thence S 89°51'50" E along the North boundary line of said Lot 1, with all bearings contained herein being relative thereto, a distance of 38.60 feet; thence N 00°06'37" E a distance of 7.00 feet to the Point of Beginning of the parcel herein described; thence N 31°53'16" W a distance of 4.72 feet; thence N 89°51'50" W a distance of 24.09 feet; thence 9.80 feet along the arc of a curve to the left having a radius of 20.0 feet, a central angle of 28°04'06", and a long chord bearing S 76°06'11" W a distance of 9.70 feet; thence S 00°06'37" W a distance of 1.65 feet; thence S 89°51'50" E a distance of 36.0 feet to the Point of Beginning.

Parcel No. 2: Commencing at the Northwest Corner of Lot 1, Block 2 of Artesia Heights, and considering the North boundary line of said Lot 1 to bear S 89°51'50" E with all bearings contained herein being relative thereto; thence N 35°15'45" W a distance of 5.18 feet to the Point of Beginning of the parcel herein described; thence 14.45 feet along the arc of a curve to the left having a radius of 20.0 feet, a central angle of 41°24'11", and a long chord bearing S 20°48'57" W a distance of 14.14 feet; thence S 00°06'37" W a distance of 58.97 feet; thence 15.71 feet along the arc of a curve to the left having a radius of 24.0 feet, a central angle of 37°49'49", and a long chord bearing S 18°38'04" E a distance of 15.56 feet; thence N 00°06'37" E a distance of 86.93 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 Feather-Medsker-Smith Ltd., a Colorado Limited Partnership, for the purposes aforescribed and within the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 4th day of October, 1995.

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Ron Maupin  
President of the City Council

## REVOCABLE PERMIT

### Recitals

1. Feather-Medsker-Smith Ltd., a Colorado Limited Partnership, hereinafter referred to as "the Petitioners" or "the Permittees", represent that they are the owners of the following described real property situate at 2700 South U.S. Highway 50 in the City of Grand Junction as described in Book 2036 at Page 787 in the office of the Mesa County Clerk and Recorder: Lot 1 and the West 50 feet of Lot 2, Block 2 of Artesia Heights, situate in the SW1/4 NW1/4 of Section 25, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 6 at Page 24 in the office of the Mesa County Clerk and Recorder, and also, Beginning at a point which is 20 feet West of the Southeast Corner of said Lot 2, thence South 16.7 feet to a point on the Northerly right-of-way line of U.S. Highway 50 South, thence N 64°53'00" W along said right-of-way line a distance of 41.12 feet to a point on the South line of said Lot 2, thence East along the South line of said Lot 2 a distance of 38.4 feet to the Point of Beginning. The Petitioners have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of landscape improvements within the following described public rights-of-way for Sherman Drive, 27 Road and U.S. Highway 50 South located adjacent to the aforescribed property:

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2. Based on the representations of the Petitioners, 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 above-named Petitioners 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, 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-way 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-way.

2. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they 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 right-of-way (including the removal thereof), or any other property of the Permittees or any other party, as a result of the Permittee'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 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 Permittees of an agreement that the Permittees, and the Permittee's heirs, 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 Permittees shall, at the sole expense and cost of the Permittees, 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 their own expense, remove any encroachment so as to make the public right-of-way 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 Permittees, for themselves and for their heirs, successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Permittees.

5. This Revocable Permit, the related Resolution and the following Agreement shall be

recorded by the Permittees, 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 Permittees:

\_\_\_\_\_  
Larry V. Feather

\_\_\_\_\_  
Andrew K. Smith

\_\_\_\_\_  
Aldah M. Medsker

AGREEMENT

Feather-Medsker-Smith Ltd., a Colorado Limited Partnership, for themselves, and each of them, and for their heirs, successors and assigns, do 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 thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their own expense, remove any encroachment so as to make the public right-of-way 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.

\_\_\_\_\_  
Larry V. Feather

\_\_\_\_\_  
Andrew K. Smith

\_\_\_\_\_  
Aldah M. Medsker

State of Colorado     )  
                                  )ss.  
County of Mesa         )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 1995, by Larry V. Feather, Andrew K. Smith and Aldah M. Medsker of Feather-Medsker-Smith Ltd., a Colorado Limited Partnership.

Witness my hand and official seal.

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

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Notary Public