

RESOLUTION NO. 89-96

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
JUST COMPANIES, INC., A COLORADO CORPORATION

Recitals

1. Just Companies, Inc., a Colorado corporation hereinafter referred to as "the Petitioner", represents that it is the owner that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 1 in Pheasant Run Condos situate in the SE 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian as recorded in Plat Book 12 at Page 361 in the office of the Mesa County Clerk, excepting therefrom a tract of land described as beginning at the Southeast Corner of said Section 1, thence N 89°46' W a distance of 603 feet, thence North 480 feet, thence S 89°46' E 603 feet to the East line of said Section 1, thence South 480 feet to the point of beginning, and said Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of storm water discharge facilities on, along, over, under, through and across a ten (10.00) foot wide strip of real property owned by the City being a part of Lot 28, Block 5 Public Site as shown and dedicated on the Replat of Lots 1 through 14 and Lot 28, Block 5, Lots 1 through 7, Block 6, Lots 5 and 6, Block 9 and Lots 1 through 7, Block 10 of Pheasant Run, Spring Valley Filing No. 5, as recorded in Plat Book 12 at Page 66 in the office of the Mesa County Clerk and Recorder, the boundary lines of said ten foot wide strip lying 5.00 feet on each side of the following described center line:

Beginning at a point on the South boundary line of the aforescribed Public Site from whence the Mesa County Brass Cap set for the East 1/16 Corner of said Section 1 bears S 03°49'54" W a distance of 481.14 feet; thence N 02°46'46" E a distance of 30.04 feet to the Point of Terminus.

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 Just Companies, Inc., a Colorado corporation, for the purposes aforescribed and within the City owned property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 18th day of September, 1996.

Attest:

City Clerk

President of the City Council

REVOCABLE PERMIT

Recitals

1. Just Companies, Inc., a Colorado corporation hereinafter referred to as "the Petitioner", represents that it is the owner that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, described as Lot 1 in Pheasant Run Condos situate in the SE 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian as recorded in Plat Book 12 at Page 361 in the office of the Mesa County Clerk, excepting therefrom a tract of land described as beginning at the Southeast Corner of said Section 1, thence N 89°46' W a distance of 603 feet, thence North 480 feet, thence S 89°46' E 603 feet to the East line of said Section 1, thence South 480 feet to the point of beginning, and said Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the encroachment of storm water discharge facilities on, along, over, under, through and across a ten (10.00) foot wide strip of real property owned by the City being a part of Lot 28, Block 5 Public Site as shown and dedicated on the Replat of Lots 1 through 14 and Lot 28, Block 5, Lots 1 through 7, Block 6, Lots 5 and 6, Block 9 and Lots 1 through 7, Block 10 of Pheasant Run, Spring Valley Filing No. 5, as recorded in Plat Book 12 at Page 66 in the office of the Mesa County Clerk and Recorder, the boundary lines of said ten foot wide strip lying 5.00 feet on each side of the following described center line:

Beginning at a point on the South boundary line of the aforescribed Public Site from whence the Mesa County Brass Cap set for the East 1/16 Corner of said Section 1 bears S 03°49'54" W a distance of 481.14 feet; thence N 02°46'46" E a distance of 30.04 feet to the Point of Terminus.

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 above-named Petitioner a Revocable Permit for the purposes aforescribed and within the City owned property 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 real property for any City or public purposes, including, but not limited to, the installation, operation, maintenance and repair of existing and public improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said property.

2. The Petitioner, for itself and for its successors and assigns, agrees that they it 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 installed by and/or owned by the Petitioner situated within said City property (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 City property or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance or repair of public improvements.

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 thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said City property and, at its own expense, remove any encroachment so as to make the City property 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 all 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 18th day of September, 1996.

Attest:	The City of Grand Junction, a Colorado home rule municipality
_____ City Clerk	_____ City Manager
Acceptance: Attest:	Just Companies, Inc., a Colorado corporation
_____ Secretary	_____ Edison S. Lenhart, President

AGREEMENT

Just Companies, Inc., a Colorado 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 thirty (30) days of revocation of said Permit, peaceably surrender said City owned property to the City of Grand Junction and, at its 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 _____, 1996.

Attest: Just Companies, Inc., a Colorado corporation

Secretary

Edison S. Lenhart, President

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1996, by Edison S. Lenhart as President and attested to by _____ as _____ of Just Companies, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public