

RESOLUTION NO. 77-97

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
MNB, A COLORADO LIMITED LIABILITY COMPANY

Recitals

1. MNB, a Colorado limited liability company, hereinafter referred to as "the Petitioner", represent that it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

The North 376.4 feet of the NW1/4 NW1/4 NW1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, EXCEPT the following described tract: Beginning at the Northwest Corner of said Section 10; thence South 185.00 feet; thence East 225 feet; thence North 184.59 feet; thence N 89°53'40" W 225 feet to the point of beginning, AND EXCEPT that portion conveyed to the County of Mesa in deed recorded August 13, 1975 in Book 1043 at Page 573, also known as 2515 Patterson Road

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain and repair a sign within the following described public right-of-way for Patterson Road:

Commencing at the Northwest Corner of Section 10, Township 1 South, Range 1 West of the Ute Meridian; thence East along the North line of the NW1/4 NW1/4 of said Section 10 a distance of 354.00 feet; thence South a distance of 50.00 feet to a point on the South right-of-way line for Patterson Road and the **True Point of Beginning**; thence East along the south right-of-way line for Patterson Road a distance of 93.00 feet; thence leaving said right-of-way line, North a distance of 20.0 feet; thence West a distance of 93.0 feet; thence South a distance of 20.0 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 MNB, a Colorado limited liability company, for the purpose 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 19th day of November, 1997.

Attest:

/s/ Theresa F. Martinez  
Deputy City Clerk

/s/ Janet Terry  
President of the City Council

## REVOCABLE PERMIT

### Recitals

1. MNB, a Colorado limited liability company, hereinafter referred to as "the Petitioner", represent that it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

The North 376.4 feet of the NW1/4 NW1/4 NW1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, EXCEPT the following described tract: Beginning at the Northwest Corner of said Section 10; thence South 185.00 feet; thence East 225 feet; thence North 184.59 feet; thence N 89°53'40" W 225 feet to the point of beginning, AND EXCEPT that portion conveyed to the County of Mesa in deed recorded August 13, 1975 in Book 1043 at Page 573, also known as 2515 Patterson Road

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain and repair a sign within the following described public right-of-way for Patterson Road:

Commencing at the Northwest Corner of Section 10, Township 1 South, Range 1 West of the Ute Meridian; thence East along the North line of the NW1/4 NW1/4 of said Section 10 a distance of 354.00 feet; thence South a distance of 50.00 feet to a point on the South right-of-way line for Patterson Road and the **True Point of Beginning**; thence East along the south right-of-way line for Patterson Road a distance of 93.00 feet; thence leaving said right-of-way line, North a distance of 20.0 feet; thence West a distance of 93.0 feet; thence South a distance of 20.0 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, 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 purpose aforescribed and within the limits of the public right-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 or any portion of the aforescribed public right-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 existing and future utilities, including the right of ingress and egress on, along, over, under, through and across said public rights-of-way.

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 right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner'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 installation, 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 Petitioner of an agreement that the Petitioner, and the Petitioner's respective 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 Petitioner shall, at the sole expense and cost of the Petitioner, 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 its 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 Petitioner, 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 Petitioner.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Attest:

The City of Grand Junction, a  
Colorado home rule municipality

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

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

Acceptance:

MNB, a Colorado limited liability company

\_\_\_\_\_  
Michael W. Blackburn

\_\_\_\_\_  
Dyann P. Blackburn

AGREEMENT

MNB, a Colorado limited liability company, 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 public right-of-way 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 \_\_\_\_\_, 1997.

MNB, a Colorado limited liability company

\_\_\_\_\_  
Michael W. Blackburn

\_\_\_\_\_  
Dyann P. Blackburn

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1997, by Michael W. Blackburn and Dyann P. Blackburn of MNB, a Colorado limited liability company.

My commission expires: \_\_\_\_\_  
Witness my hand and official seal.

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