

RESOLUTION NO. 28-98

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
VALLEY PLAZA CORPORATION

Recitals

1. Valley Plaza Corporation, a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is the owner of that certain real property located at the northwest corner of 28 Road and North Avenue in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Parcel No. 1: The East 1/2 of the SE1/4 SE1/4 SE1/4 of Section 12, Township 1 South, Range 1 West of the Ute Meridian; EXCEPT the North 171.1' thereof; AND EXCEPT tract conveyed in instrument recorded May 18, 1956 in Book 685 Page 215 in the office of the Mesa County Clerk and Recorder; AND EXCEPT tract conveyed to the Department of Highways, State of Colorado by instrument recorded September 14, 1959 in Book 764 Page 290 in the office of the Mesa County Clerk and Recorder; AND EXCEPT tract conveyed to the City of Grand Junction by instrument recorded September 9, 1963 in Book 854 Page 449 in the office of the Mesa County Clerk and Recorder, and also

Parcel No. 2: Lot 18 in Block 2 of Second Houlton Re-Subdivision in Section 12, Township 1 South, Range 1 West of the Ute Meridian, together with Beginning at the Southeast corner of Lot 8 in Block 2 of said subdivision; thence N 45°13' E 112.3 feet to the Southwest corner of Lot 11 of said Block 2; thence East 250 feet to a point on the East line of said Section 12; thence South 250 feet; thence West 329.77 feet; thence North 171 feet to the point of beginning; EXCEPT tract conveyed to City of Grand Junction by instrument recorded June 5, 1978 in Book 1152 Page 51 in the office of the Mesa County Clerk and Recorder.

also known as 2650 North Avenue 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 Petitioner to install and maintain a private bridge within the following described public right-of-way for 28 Road, to wit:

Commencing at the Southeast corner of Section 12, Township 1 South, Range 1 West of the Ute Meridian, and considering the east line of the SE1/4 SE1/4 of said Section 12 to bear N 00°00'15" E with all bearings contained herein being relative thereto;
thence N 00°00'15" E along the east line of said SE1/4 SE1/4 a distance of 647.58 feet to a point;
thence leaving the east line of the SE1/4 SE1/4 of said Section 12, N 89°59'45" W a distance of 20.50 feet to the True Point of Beginning;
thence N 89°59'45" W a distance of 9.50 feet to point on the west right of way line for 28 Road;
thence N 00°00'15" E along said west right of way line a distance of 27.00 feet to a point;
thence leaving the west right of way line for 28 Road, S 89°59'45" E a distance of 9.50 feet to a point;
thence S 00°00'15" W a distance of 27.00 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 the above-named Petitioner 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 1st day of April, 1998.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Janet L. Terry
President of the City Council

REVOCABLE PERMIT

Recitals

1. Valley Plaza Corporation, a Colorado corporation, hereinafter referred to as the Petitioner, represents that it is the owner of that certain real property located at the northwest corner of 28 Road and North Avenue in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Parcel No. 1: The East 1/2 of the SE1/4 SE1/4 SE1/4 of Section 12, Township 1 South, Range 1 West of the Ute Meridian; EXCEPT the North 171.1' thereof; AND EXCEPT tract conveyed in instrument recorded May 18, 1956 in Book 685 Page 215 in the office of the Mesa County Clerk and Recorder; AND EXCEPT tract conveyed to the Department of Highways, State of Colorado by instrument recorded September 14, 1959 in Book 764 Page 290 in the office of the Mesa County Clerk and Recorder; AND EXCEPT tract conveyed to the City of Grand Junction by instrument recorded September 9, 1963 in Book 854 Page 449 in the office of the Mesa County Clerk and Recorder, and also

Parcel No. 2: Lot 18 in Block 2 of Second Houlton Re-Subdivision in Section 12, Township 1 South, Range 1 West of the Ute Meridian, together with Beginning at the Southeast corner of Lot 8 in Block 2 of said subdivision; thence N 45°13' E 112.3 feet to the Southwest corner of Lot 11 of said Block 2; thence East 250 feet to a point on the East line of said Section 12; thence South 250 feet; thence West 329.77 feet; thence North 171 feet to the point of beginning; EXCEPT tract conveyed to City of Grand Junction by instrument recorded June 5, 1978 in Book 1152 Page 51 in the office of the Mesa County Clerk and Recorder.

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and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install and maintain a private bridge within the following described public right-of-way for 28 Road, to wit:

Commencing at the Southeast corner of Section 12, Township 1 South, Range 1 West of the Ute Meridian, and considering the east line of the SE1/4 SE1/4 of said Section 12 to bear N 00°00'15" E with all bearings contained herein being relative thereto;
thence N 00°00'15" E along the east line of said SE1/4 SE1/4 a distance of 647.58 feet to a point;
thence leaving the east line of the SE1/4 SE1/4 of said Section 12, N 89°59'45" W a distance of 20.50 feet to the True Point of Beginning;
thence N 89°59'45" W a distance of 9.50 feet to point on the west right of way line for 28 Road;
thence N 00°00'15" E along said west right of way line a distance of 27.00 feet to a point;
thence leaving the west right of way line for 28 Road, S 89°59'45" E a distance of 9.50 feet to a point;
thence S 00°00'15" W a distance of 27.00 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, 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 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 utilities, including the right of ingress and egress for workers and equipment on, along, over, under, through and across said public right-of-way.

2. The Petitioners 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, repair and replacement of public improvements, including, but not limited to, street improvements and utilities.

3. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner'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 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, revocation, 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 _____, 1998.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance:

Jay L. Cooke, President, Valley Plaza
Corporation, a Colorado corporation

AGREEMENT

Valley Plaza Corporation, 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 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 _____, 1998.

Valley Plaza Corporation,
a Colorado corporation

Jay L. Cooke, President

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1998 by Jay L. Cooke as President of Valley Plaza Corporation, a Colorado corporation.

Witness my hand and official seal.

My Commission expires: _____

Notary Public