

RESOLUTION NO. 75-01

AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO REDLANDS MESA MASTER ASSOCIATION

1. Redlands Mesa, LLC (“developer”) is developing residential properties within the Ridges, along with an 18 hole golf course known as Redlands Mesa. To assist its efforts, developer has caused to be formed the Redlands Mesa Master Association (“Association”) , a Colorado nonprofit corporation, one duty of which is to give better visibility to the new development while updating the entry signs to the Ridges. Through these efforts, the developer desires to replace the approximately 30 year old monument sign with a new one in the same location. The existing sign was originally constructed in public right of way.
2. The developer and the Association (“petitioner”) have requested that the City Council issue a revocable permit pursuant to City Charter § 127 to allow the petitioner to install, operate, maintain, repair and replace an entry sign and landscape improvements within the limits of the described public right-of-way, to wit: in the location of the existing Ridges entrance sign at the western edge of the pavement and the intersection of Ridges Boulevard and Broadway (State Highway 340).
3. Since the existing monument sign has been in its current location without apparent public detriment since it was built, and since neither the state nor the City currently has plans to make road improvements in this location, the City Council finds that this permit will serve the interests of the Ridges and the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

The City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named petitioner for the purposes and in the location as described herein, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 1st day of August, 2001.

The City Council of the City of Grand Junction

By: /s/ Cindy Enos-Martinez
Council President Cindy Enos-Martinez

ATTEST: /s/ Stephanie Nye
Stephanie Nye, City Clerk

**REVOCABLE PERMIT
For the Ridges Entry Sign**

Recitals.

1. Redlands Mesa LLC (“developer”) is developing residential properties within the Ridges, along with an 18 hole golf course known as Redlands Mesa. As a part of that process, the developer has caused to be formed the Redlands Mesa Master Association, a Colorado nonprofit corporation (“Petitioner”), one of the duties of which is to build and maintain an attractive and visible entry to the Ridges, and to the new development (known as Redlands Mesa). To do so, the Master Association and the developer desire to replace the approximately 30 year old monument sign with a new one in the same location. The existing sign was originally constructed in public right of way.
2. The developer has requested that the City Council issue a revocable permit pursuant to City Charter § 127 to allow the petitioner to install, operate, maintain, repair and replace an entry sign and landscape improvements within the limits of the described public right-of-way, to wit: in the location of the existing Ridges entrance sign at the western edge of the pavement and the intersection of Ridges Boulevard and Broadway (State Highway 340).
3. Since the existing monument sign has been in its current location without public detriment, and since neither the state nor the City currently has plans to make road improvements in this location, the City staff has no objection to this permit.
4. The developer has obtained the needed approvals from the Ridges architectural board and property association.
5. Based on the foregoing, the City Council finds that this permit will serve the interests of the Ridges and 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 in Resolution No. 75-01:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purposes 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 installation, operation, maintenance, repair and replacement of improvements by the Petitioner within the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous

situations and to avoid damaging public roadway, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.

2. Under the City's charter that authorizes this permit, the Petitioner does not obtain any permanent or irrevocable interest in land, nor any permanent right to install, repair, maintain or improve the sign; rather, the City can only allow the temporary use of the right of way by the Petitioner until such time as the City determines, without cause or reason being stated, to terminate this permit.
3. (a) The Petitioner (for this document this term includes its successors, owners and assigns) agrees and covenants that it shall hold the City of Grand Junction (and the officers, employees, agents and officials of the City, hereinafter "City") harmless from and with respect to every claim, cause of action or other real or asserted liability reasonably relating to Petitioner's use, work, occupancy or other activities under this permit and with regard to any sign(s), appurtenances and/or facility to be installed, repaired, maintained, removed or replaced by the Petitioner pursuant hereto, including but not limited to any City, state, county or other governmental activity or use of such right of way and including installation, operation, maintenance, repair and/or replacement of public improvements and/or public activities in the area;

(b) Petitioner hereby agrees and covenants to hold harmless and to indemnify the City with respect to any damage, injury, claim, cause of action or other action or remedy that in any way arises out of or relates to Petitioner's use of the right of way described herein and/or relating to any future revocation or change or limitation of this Revocable Permit;

(c) This permit shall be effective only upon concurrent execution by the Petitioner of an agreement whereby Petitioner agrees to hold harmless and indemnify the City as therein provided;

(d) The terms of such agreement are supplemental to the terms of this Permit;

(e) The provisions of this section 3 shall survive any termination or revocation of the Permit for all actions, failure to act and periods prior to removal of Petitioner's sign, facilities and/or appurtenances.
4. The Petitioner agrees that it shall at all times keep the right-of-way and the facilities and appurtenances authorized pursuant to this Permit in good condition and repair.

Petitioner covenants to comply with all applicable governmental requirements and regulations at all times.

5. (a) The City may terminate or revoke this Permit without cause being stated by mailing to Petitioner at its last known address (according to the records of Mesa County) a notice that the Permit shall be revoked or terminated thirty days after the date of the notice. Such revocation is effective 30 days after mailing or equivalent delivery.

(b) If the Permit is revoked, Petitioner shall, at its sole cost and expense, peaceably surrender said public right-of-way and remove any sign, facility and/or appurtenance so that, as determined by the City's engineer, the right of way is available for use by the City and/or the state.

6. The Petitioner agrees to maintain the sign, and facilities and appurtenances to a first class condition at all times without cost, expense or effort by the City.

7. This Permit shall not be effective until Petitioner has recorded the signed original hereof in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of August, 2001.

The City of Grand Junction

By: _____
Kelly Arnold, City Manager

ATTEST: _____
Stephanie Nye, City Clerk

Acceptance by the Petitioner:

Executive Board Member of
Redlands Mesa Master Association

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this _____ day of August, 2001 by _____, City Manager, and attested by _____, the City Clerk.

Witness my hand and official seal:

Notary Public

My Commission expires:

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this _____ day of August, 2001 by _____, the petitioner.

Witness my hand and official seal:

Notary Public

My Commission expires:
