

RESOLUTION NO. 68-02

**CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
THE HOME LOAN AND INVESTMENT COMPANY**

Recitals.

1. The Home Loan and Investment Company, a Colorado corporation, hereinafter referred to as the Petitioner, represents 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:

Address: 205 North 4th Street

Tax Schedule No.: 2945-143-10-007

Legal Description: Lots 17, 18, 19, 20, 21, 22 and 23 in Block 97 of 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 concrete planters, irrigation lines and systems, trees, shrubs and other vegetation within the limits of the following described public rights-of-way for North Fourth Street and Rood Avenue, to wit:

Beginning at the Southeast corner of Lot 17 of Block 97 of the City of Grand Junction;

thence N 00°03'48" W along the East boundary line of said Lot 17 a distance of 120.53 feet;

thence leaving the East boundary line of said Lot 17, N 89°59'32" E a distance of 14.48 feet;

thence S 00°00'28" E a distance of 90.41 feet;

thence S 45°06'45" E a distance of 12.61 feet;

thence S 00°06'45" E a distance of 21.17 feet;

thence 38.54 feet along the arc of a curve to the right, having a radius of 24.50 feet, a central angle of 90°07'57", and a long chord bearing S 44°57'14" W a distance of 34.69 feet;

thence N 89°58'47" W along a line which is tangent to said curve a distance of 5.01 feet;

thence N 44°58'47" W a distance of 22.55 feet;

thence N 00°00'27" W a distance of 8.55 feet to a point on the South boundary line of said Lot 17;

thence S 89°58'47" E along the South boundary line of said Lot 17 a distance of 22.12 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 limits of the public rights-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 17th day of July, 2002.

Attest:

/s/: Cindy Enos-Martinez
President of the City Council

/s/: Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals

1. The Home Loan and Investment Company, hereinafter referred to as the Petitioner, represents 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:

Address: 205 North 4th Street

Tax Schedule No.: 2945-143-10-007

Legal Description: Lots 17, 18, 19, 20,21,22 and 23 in Block 97 of 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 concrete planters, irrigation lines and systems, trees, shrubs and other vegetation within the limits of the following described public rights-of-way for North Fourth Street and Rood Avenue, to wit:

Beginning at the Southeast corner of Lot 17 of Block 97 of the City of Grand Junction;
thence N 00°03'48" W along the East boundary line of said Lot 17 a distance of 120.53 feet;
thence leaving the East boundary line of said Lot 17, N 89°59'32" E a distance of 14.48 feet;
thence S 00°00'28" E a distance of 90.41 feet;
thence S 45°06'45" E a distance of 12.61 feet;
thence S 00°06'45" E a distance of 21.17 feet;
thence 38.54 feet along the arc of a curve to the right, having a radius of 24.50 feet, a central angle of 90°07'57", and a long chord bearing S 44°57'14" W a distance of 34.69 feet;
thence N 89°58'47" W along a line which is tangent to said curve a distance of 5.01 feet;
thence N 44°58'47" W a distance of 22.55 feet;
thence N 00°00'27" W a distance of 8.55 feet to a point on the South boundary line of said Lot 17;
thence S 89°58'47" E along the South boundary line of said Lot 17 a distance of 22.12 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 limits of 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 Petitioner's use and occupancy of the public rights-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 roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said rights-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public rights-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. 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, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public rights-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.
4. The Petitioner agrees that it shall at all times keep the above described public rights-of-way in good condition and repair.
5. 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 rights-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public rights-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit .
6. This Revocable Permit, the foregoing 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 _____, 2002.

Attest: The City of Grand Junction,
a Colorado home rule municipality

/s/: Stephanie Tuin
City Clerk

/s/: Kelly Arnold
City Manager

Acceptance by the Petitioner:

James D. Hamilton, President
The Home Loan And Investment Company,
a Colorado corporation

AGREEMENT

The Home Loan And Investment Company, 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 rights-of-way to the City of Grand Junction and, at its sole cost and expense, remove any encroachment so as to make said public rights-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2002.

The Home Loan And Investment Company,
a Colorado corporation

By: _____
James D. Hamilton, President

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2002, by James D. Hamilton, President of The Home Loan And Investment Company, a Colorado corporation.

My Commission expires: _____

Witness my hand and official seal.

Notary Public
