

RESOLUTION NO. 67-04

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO CACHE TOWNHOMES LLC

Recitals.

A. Cache Townhomes LLC, a Colorado limited liability company, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lots 1 through 4, Seventh Street Townhomes, situate in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, also known as 826 North 7th Street, 830 North 7th Street, 838 North 7th Street and 846 North 7th Street and identified by Mesa County Tax Schedule Numbers 2945-141-53-001, 2945-141-53-002, 2945-141-53-003 and 2945-141-53-004.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair wrought iron fencing with gates and masonry pillars within the following described public right-of-way:

Beginning at the Southwest corner of Lot 1, Plat of SEVENTH STREET TOWNHOMES, A Replat of Lots 6 thru 12 in Block 27 of the City of Grand Junction, situate in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 19 at Page 385 in the office of the Mesa County Clerk and Recorder, and considering the City Monument Line between the City Monument at the intersection of North 7th Street and Hill Avenue and the City Monument at the intersection of North 7th Street and Teller Avenue to bear N 00°01'45" E with all other bearings contained herein being relative thereto; thence S 89°55'51" E along the South boundary line of Line 1 of said SEVENTH STREET TOWNHOMES a distance of 55.0 feet; thence leaving the South boundary line of said Lot 1, S 00°01'45" W a distance of 2.0 feet to a point on the North edge of the existing concrete paving for the East-West public alley located in Block 27 of the City of Grand Junction; thence N 89°55'51" W along the North edge of said existing concrete paving a distance of 56.0 feet to a point on the East edge of the existing concrete sidewalk located on the East side of North 7th Street; thence N 00°01'45" E along the East edge of said existing concrete sidewalk a distance of 130.26 feet to a point on the South edge of the existing concrete sidewalk located on the South side of Teller Avenue; thence S 89°55'24" E along the South edge of said existing concrete sidewalk a distance of 56.0 feet;

thence leaving the South edge of said existing concrete sidewalk, S 00°01'45" W a distance of 3.0 feet to a point on the North boundary line of Lot 4 of said SEVENTH STREET TOWNHOMES;
thence N 89°55'24" W along the North boundary line of said Lot 4 a distance of 55.0 feet to the Northwest corner of said Lot 4;
thence along the West boundary lines of Lots 4, 3, 2 and 1 of said SEVENTH STREET TOWNHOMES, S 00°01'45" W a distance of 125.26 feet to the Point of Beginning,
containing 405.26 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2004-156 in the office of the City's Community Development Department, 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:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioners for the purposes aforescribed and within the limits of the public alley right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 4th day of August, 2004.

Attest:

/s/ Stephanie Tuin
City Clerk

/s/ Bruce Hill
President of the City Council

REVOCABLE PERMIT

Recitals.

A. Cache Townhomes LLC, a Colorado limited liability company, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

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B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair wrought iron fencing with gates and masonry pillars within the following described public right-of-way:

Beginning at the Southwest corner of Lot 1, Plat of SEVENTH STREET TOWNHOMES, A Replat of Lots 6 thru 12 in Block 27 of the City of Grand Junction, situate in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 19 at Page 385 in the office of the Mesa County Clerk and Recorder, and considering the City Monument Line between the City Monument at the intersection of North 7th Street and Hill Avenue and the City Monument at the intersection of North 7th Street and Teller Avenue to bear N 00°01'45" E with all other bearings contained herein being relative thereto; thence S 89°55'51" E along the South boundary line of Line 1 of said SEVENTH STREET TOWNHOMES a distance of 55.0 feet; thence leaving the South boundary line of said Lot 1, S 00°01'45" W a distance of 2.0 feet to a point on the North edge of the existing concrete paving for the East-West public alley located in Block 27 of the City of Grand Junction; thence N 89°55'51" W along the North edge of said existing concrete paving a distance of 56.0 feet to a point on the East edge of the existing concrete sidewalk located on the East side of North 7th Street; thence N 00°01'45" E along the East edge of said existing concrete sidewalk a distance of 130.26 feet to a point on the South edge of the existing concrete sidewalk located on the South side of Teller Avenue; thence S 89°55'24" E along the South edge of said existing concrete sidewalk a distance of 56.0 feet; thence leaving the South edge of said existing concrete sidewalk, S 00°01'45" W a distance of 3.0 feet to a point on the North boundary line of Lot 4 of said SEVENTH STREET TOWNHOMES; thence N 89°55'24" W along the North boundary line of said Lot 4 a distance of 55.0 feet to the Northwest corner of said Lot 4;

thence along the West boundary lines of Lots 4, 3, 2 and 1 of said SEVENTH STREET TOWNHOMES, S 00°01'45" W a distance of 125.26 feet to the Point of Beginning,
containing 405.26 square feet as described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2004-156 in the office of the City's Community Development Department, 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 right-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 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 improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-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, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or 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 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.
4. The Petitioner agrees that it shall at all times keep the above described public right-of-way in good condition and repair.
5. This Revocable Permit shall be issued only upon the 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 cost and expense 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 aforescribed public right-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 _____, 2004.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Sidney Squirrell, Managing Member of
Cache Townhomes LLC,
a Colorado limited liability company

AGREEMENT

Cache Townhomes LLC, a Colorado limited liability company, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2004.

Cache Townhomes LLC,
a Colorado limited liability company

By: _____
Sidney Squirrell, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____ day of _____, 2004, by Sidney Squirrell, Managing Member of Cache Townhomes LLC, a Colorado limited liability company.

My Commission expires: _____
Witness my hand and official seal.

Notary Public