

CITY OF GRAND JUNCTION, CO

RESOLUTION NO. 120-08

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
RANDY AND NATALIE GEHL**

LOCATED AT 781 SOUTH SEDONA COURT

Recitals:

A. Randy and Natalie Gehl, hereinafter referred to as the Petitioners, represent it is the owners of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Lot Eight of Sedona Subdivision Filing Two as recorded in the Mesa County Clerk & Records Office at Book 14, Page 130 and 131, located in the City of Grand Junction, Mesa County, Colorado.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain an existing driveway within the following described public right-of-way as shown in Exhibit A:

A tract of land situate in the right-of-way of Amber Way and So. Sedona Court adjoining Lot 8 as demonstrated on Sedona Subdivision Filing No. 2, recorded in Plat Book 14 at Pages 130 – 131, falling within the NE 1/4 NE 1/4, Section 35, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the northwest corner of said Lot 8; thence S90°00'00"E a distance of 78.92 feet along the north line of said Lot 8, to the point of beginning; thence N00°05'09"E a distance of 12.42 feet; thence N89°57'03"E a distance of 72.37 feet to the back of the existing curb along the west side of So. Sedona Court; thence S00°10'05"E a distance of 28.83 feet along said curb; thence N89°53'15"W a distance of 5.05 feet to the east line of said Lot 8; thence N45°00'00"W a distance of 23.11 feet to the northeast corner of said Lot 8; thence N90°00'00"W a distance of 51.08 feet along the north line of said Lot 8 to the point of beginning.

Said tract contains 1,117 square feet more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2008-026 in the office of the City's Public Works and Planning Department, Planning Division, 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 Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 3rd day of September, 2008.

Attest:

/s/ Gregg Palmer
President of the City Council

/s/ Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals:

1. Randy and Natalie Gehl, hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioners to maintain a residential driveway, as approved by the City, within the limits of the following described public right-of-way for Amber Way , to wit:

Permit Area as shown in Exhibit A:

A tract of land situate in the right-of-way of Amber Way and So. Sedona Court adjoining Lot 8 as demonstrated on Sedona Subdivision Filing No. 2, recorded in Plat Book 14 at Pages 130 – 131, falling within the NE 1/4 NE 1/4, Section 35, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the northwest corner of said Lot 8; thence S90°00'00"E a distance of 78.92 feet along the north line of said Lot 8, to the point of beginning; thence N00°05'09"E a distance of 12.42 feet; thence N89°57'03"E a distance of 72.37 feet to the back of the existing curb along the west side of So. Sedona Court; thence S00°10'05"E a distance of 28.83 feet along said curb; thence N89°53'15"W a distance of 5.05 feet to the east line of said Lot 8; thence N45°00'00"W a distance of 23.11 feet to the northeast corner of said Lot 8; thence N90°00'00"W a distance of 51.08 feet along the north line of said Lot 8 to the point of beginning.

Said tract contains 1,117 square feet more or less.

2. Based on the authority of the Charter and § 2.17B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Public Works and Planning Director, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HIS LAWFUL AUTHORITY, THE PUBLIC WORKS AND PLANNING DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of maintaining a residential driveway within the limits of the public right-of-way described; provided, however, that this Permit is conditioned upon the following:

1. The maintenance of the residential driveway by the Petitioners 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 by the City 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 right-of-way.

2. The City, on its behalf and on behalf of the County of Mesa, the State of Colorado and the Public Utilities, hereby reserves and retains a perpetual right to utilize all or any portion of the 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 or no reason.

3. The Petitioners, for themselves and for their successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused by maintaining the driveway by the Petitioners within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public right-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioners agree that they shall at all times keep the above described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for maintaining the residential driveway shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' 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 Petitioners shall, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioners' last known address), peaceably surrender said public right-of-way so as to make the described public right-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The costs associated with removal of the encroaching driveway shall be borne by the property owner and/or the developer of the subdivision/neighborhood necessitating the development of the right-of-way. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all plantings, improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install any trees, vegetation or other improvements that create sight distance problems.

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

Dated this _____ day of _____, 2008.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioners:

Property Owner

Property Owner

AGREEMENT

Randy and Natalie Gehl, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for maintaining the residential driveway. Furthermore, they shall 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 remove and/or allow removal of the encroaching improvements. The costs of removal of the encroachments shall be borne by the property owner and/or the developer of the subdivision necessitating the improvement construction of the public right-of-way now known as Amber Way. Said public right-of-way will be fully available for use by the City of Grand Junction, the County of Mesa, the State of Colorado, the Public Utilities or the general public.

The Permittees acknowledge the existence of good and sufficient consideration for this Agreement.

Dated this _____ day of _____, 2008.

By signing, the Signatories represent that they have full authority to bind the Permittees to each and every term and condition hereof and/or in the Permit.

Property Owner

Property Owner

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2008, by _____

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

Notary Public

EXHIBIT A

REVOCABLE PERMIT
AREA = 1117 SQ. FT.

