

**RESOLUTION NO. 137-08**

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
BRIGHTSTAR GOLF REDLANDS MESA LLC, A DELAWARE  
LIMITED LIABILITY COMPANY**

Recitals.

A. BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager, 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:

Golf Block 14 Redlands Mesa Filing 1 Secs 17 19 & 20 1s 1w & An Und Int In All common Open Space Tracts Exc That Ptn Of Redlands Mesa Filing 2 As Desc Inb-2845 P-535/536 Mesa Co Recds - 52.26 ac And identified by Mesa County Tax Schedule Number 2945-203-01-046.

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 a portion of a restroom on the Redlands Mesa Golf Course within the following described public property:

A parcel of land situated in the southwest quarter of the northeast quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the boundary common to Golf Block 14 of Redlands Mesa Filing 1 and the Ridges Metropolitan District property described in Book 2561 at Pages 265 thru 267 and also known as "Shadow Lake" whence the west quarter corner of said Section 20 bears South 82°57'07" East, a distance of 1535.52 feet;  
Thence along said boundary North 34°39'50" West, a distance of 30.41 feet;  
Thence North 55°20'10" East, a distance of 5.00 feet;  
Thence South 34°39'50" East, a distance of 30.41 feet  
Thence South 55°20'10" West, a distance of 5.00 feet to the Point of Beginning.  
Containing 152 square feet more or less.  
See attached exhibit "A"

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2007-258 in the office of the City's Public Works and Planning 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 Petitioner for the purpose aforescribed and within the limits of the public property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 3<sup>rd</sup> day of November, 2008.

Attest:

/s/: Stephanie Tuin  
City Clerk

/s/: Gregg Palmer  
President of the City Council

## REVOCABLE PERMIT

### Recitals.

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C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2007-258 in the office of the City's Public Works and Planning 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 purpose aforescribed and within the limits of the public property 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 property 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 on said property.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public property 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 property 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 property 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 property and, at its own expense, remove any encroachment so as to make the aforescribed public property 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 3<sup>RD</sup> day of November, 2008.

Attest:

/s/: Stephanie Tuin  
City Clerk

The City of Grand Junction,  
a Colorado home rule municipality

/s/: Laurie M. Kadrich  
City Manager

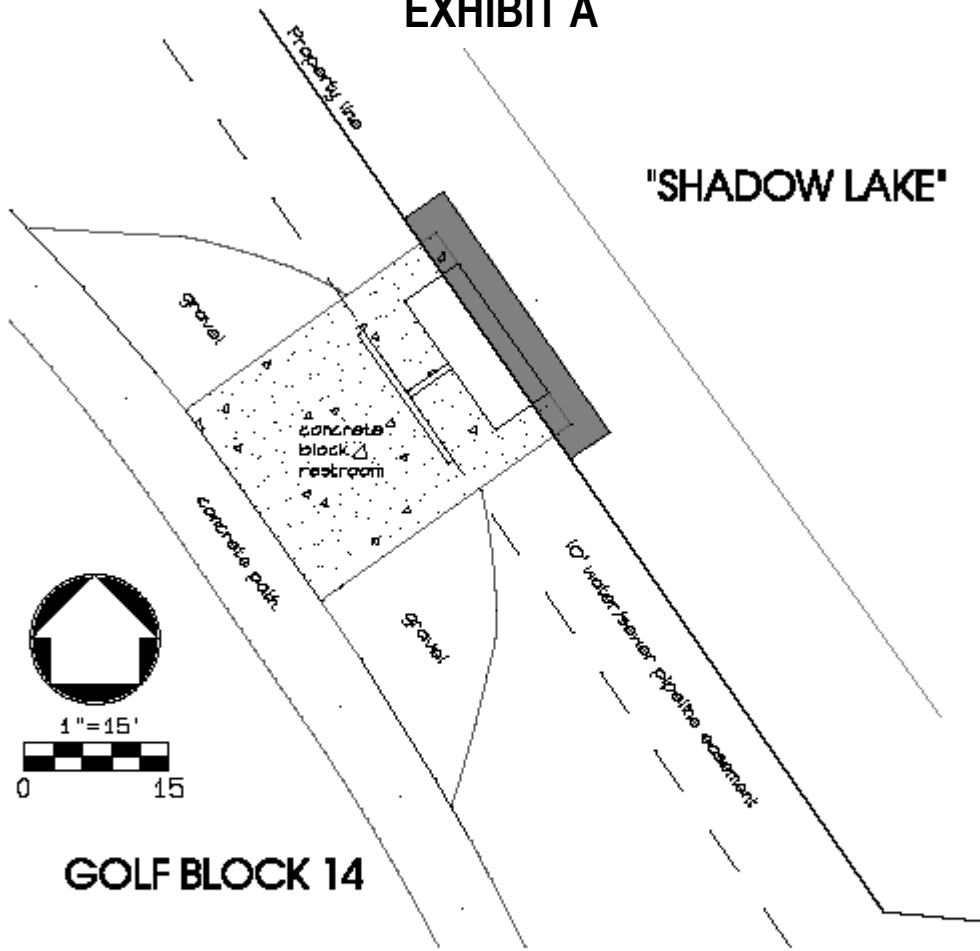
Acceptance by the Petitioner:

/s/: William D. Keogh  
BrightStar Golf Redlands Mesa LLC, a  
Delaware limited liability company -  
William D. Keogh, Manager



# EXHIBIT A

## "SHADOW LAKE"



1" = 15'  
0 15

### GOLF BLOCK 14

This exhibit is for the purpose of graphically representing a written description. IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY! It is not to be relied upon for boundary or title matters. It is not intended to be a legal document and does not replace, correct or supersede the attached easement description.

**River City CONSULTANTS, INC.**  
Integrated Design Solutions Phone 670-241-4722

Drawn: kat Checked: drs Sep 12, 2008  
D:\-033 ALTA\RMALTA.pro

ACKNOWLEDGMENT

State of California  
County of San Diego

On November 5, 2008 before me, Pamela S. Montoya, Notary Public  
(insert name and title of the officer)

personally appeared William D. Keogh, Manager,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela S. Montoya (Seal)

