

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 98-08

A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO HILLCREST PROFESSIONAL GROUP LOCATED AT 132 WALNUT AVENUE

Recitals.

A. Hillcrest Professional Group, 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:

Parcel One, Lot One of First and Walnut Subdivision as recorded in the Mesa County Clerk & Records Office at Book 11, Page 206 and Parcel 2 Lot 30 in Hillcrest Manor Subdivision as recorded in the Mesa County Clerk & Records Office Book 5 Page 20, all 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 a monument identification sign within the following described public right-of-way:

Commencing at the West Quarter Corner of Section 11, Township 1 South, Range 1 West, Ute Meridian, whence the NW Corner SW 1/4 NW 1/4 of said Section 11 bears N 0°26'37"E, a distance of 1321.52 feet, with all bearings shown hereon relative thereto; thence N 0°26'37"E along the West line of said Section 11, a distance of 402.27 feet; thence S 89°33'23"E, a distance of 35.71 feet to the true POINT OF BEGINNING; thence North, a distance of 10.00 feet; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet to the point of beginning. Contains 100 sq. ft.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2008-143 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 14th day of July, 2008.

Attest:

/s/ Gregg Palmer
President of the City Council

/s/ Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals.

1. Hillcrest Professional Group, 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 monument identification sign, as approved by the City, within the limits of the following described public right-of-way for 1st Street , to wit:

Permit Area:

Commencing at the West Quarter Corner of Section 11, Township 1 South, Range 1 West, Ute Meridian, whence the NW Corner SW 1/4 NW 1/4 of said Section 11 bears N 0°26'37"E, a distance of 1321.52 feet, with all bearings shown hereon relative thereto; thence N 0°26'37"E along the West line of said Section 11, a distance of 402.27 feet; thence S 89°33'23"E, a distance of 35.71 feet to the true POINT OF BEGINNING; thence North, a distance of 10.00 feet; thence East, a distance of 10.00 feet; thence South, a distance of 10.00 feet; thence West, a distance of 10.00 feet to the point of beginning. Contains 100 sq. ft.

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 monument identification sign 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 monument identification sign 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 signage 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 monument identification sign 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, at the sole expense and cost of the Petitioners, 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 and, at their own expense, remove any encroachment 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 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

Property Owner

Property Owner

Property Owner

Property Owner

AGREEMENT

Hillcrest Professional Group, 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 monument identification sign. 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, at their sole cost and expense, remove any encroachment so as to make said public right-of-way 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

Property Owner

Property Owner

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

State of Colorado)
)ss.
County of Mesa)

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2008, by _____

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