

RESOLUTION NO. 27-17

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
7th & BOOKCLIFF INC.
TO ALLOW CONSTRUCTION OF AN UNDERGROUND GREASE INTERCEPTOR IN
THE BOOKCLIFF AVENUE RIGHT-OF-WAY ALONG THE NORTH SIDE OF THE
PROPERTY LOCATED AT 2232 NORTH 7th STREET**

Recitals.

A. 7th & Bookcliff Inc., hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Westerly 255.36 feet of the Medical Arts Addition in Section 11 1S 1W

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to construct an underground grease interceptor within Bookcliff Avenue adjacent to the property located at 2232 North 7th Street within the following described public right-of-way as identified on Exhibit A:

COMMENCING at the Center North 1/16 corner of Section 11, whence the Northeast 1/16 corner of said Section 11 bears S 89°57'30" E a distance of 1314.05 feet, with all bearings being relative thereto. Thence S 83°38'58" E a distance of 273.00 feet to a point on the southerly Right-of-Way of Bookcliff Avenue, the POINT OF BEGINNING;

THENCE N 00°02'30" E leaving said Right-of-Way a distance of 5 feet;

THENCE S 89°57'30" E along a line parallel with the aforementioned Right-of-Way a distance of 20.00 feet;

THENCE S 00°02'30" W a distance of 5.00 feet to a point on the aforementioned Right-of-Way;

THENCE N 89°57'30" W along the aforementioned Right-of-Way a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING 100 square feet, more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2017-166 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 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 17th day of May, 2017.

Attest:


City Clerk



President of the City Council



REVOCABLE PERMIT

Recitals.

A. 7th & Bookcliff Inc., hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Westerly 255.36 feet of the Medical Arts Addition in Section 11 1S 1W

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to construct an underground grease interceptor within Bookcliff Avenue adjacent to the property located at 2232 North 7th Street within the following described public right-of-way as identified on Exhibit A:

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C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2017-166 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 purpose 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.

7. Permittee shall obtain all applicable Planning Clearance's from applicable City and Mesa County Departments.

Dated this 23rd day of May, 2017.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

Stephanie Yuen
City Clerk

Jay W.A.
City Manager



Acceptance by the Petitioner:

John L. Ballagh
7th & Bookcliff Inc.
~~George Wheeler, Owner~~
John L. Ballagh Representative

AGREEMENT

7th & Bookcliff Inc., 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.

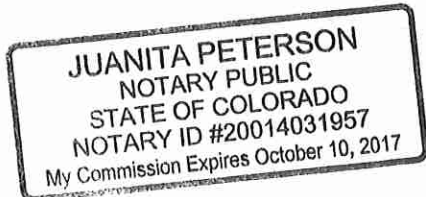
Dated this 22nd day of May, 2017.

John L Ballagh
 7th & Bookcliff Inc.
 George Wheeler, Owner
 John L Ballagh, Representative

State of Colorado)
) ss.
 County of Mesa)

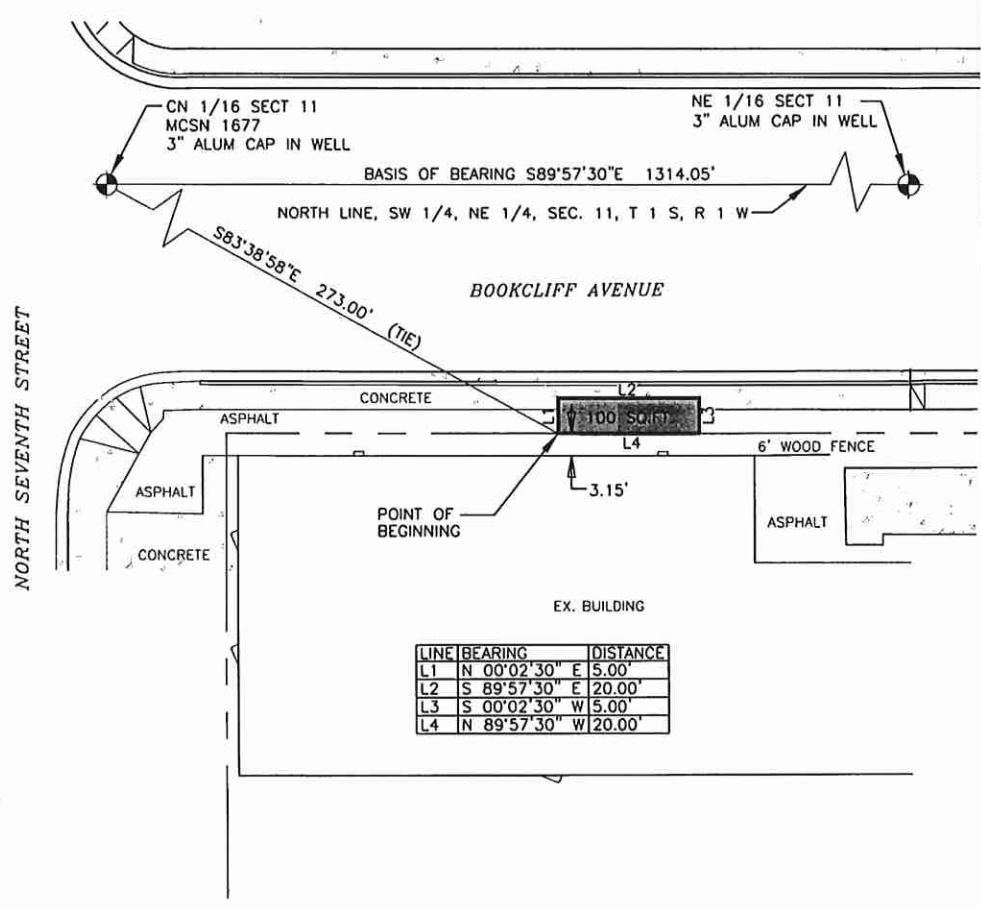
The foregoing Agreement was acknowledged before me this 22 day of May, 2017, by George Wheeler, Owner, 7th & Bookcliff Inc.
 John L Ballagh, Representative

My Commission expires: 10-10-2017
 Witness my hand and official seal.

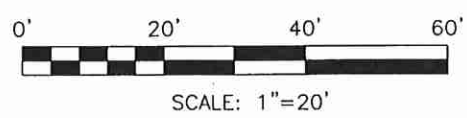


Juanita Peterson
 Notary Public

EXHIBIT



The sketch and description shown hereon has been derived for subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



 Redwood Consulting Engineers, LLC 408 Hedges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8800 Fax: (970) 241-1223 www.rceng.com		REVOCABLE PERMIT NE 1/4, SECTION 11 T. 1 SOUTH, R. 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO	
		Draw: JAM Checked: JLG Plot: B7404 Date: 4/07/17	Sheet: 1 Of: 1

File Name: C:\B7404\B7404-EXHIBIT.dwg

THIS IS NOT A SURVEY PLAT.