

RESOLUTION NO. 63-18

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO BRECKENRIDGE ALE HOUSE GJ,
LLC TO ALLOW FOR THE ENCROACHMENT OF EXSITING FENCING, MASONRY
WALL, AND LANDSCAPING, AS WELL AS THE CONSTRUCITON OF A 30
SQUARE FOOT FREE-STANDING MONUMENT SIGN, AND 16 SQUARE FOOT
FLUSH-MOUNTED SIGN WITHIN THE PUBLIC RIGHT-OF-WAY ADJACENT TO
2531 N. 12TH STREET**

Recitals.

A. Breckinridge Ale House GJ, LLC, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 2 VILLAGE FAIR SUB AS AMENDED SEC 11 1S 1W & AN UND INT IN TR A EXC THAT PT TRACT A AS DESC IN B-2625 P-895 THRU 898 MESA CO RECDS

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow for existing fencing, masonry wall, and landscaping, as well as the construction of a 30 square foot free-standing monument sign, and 16 square foot flush-mounted sign, subject to the terms of the permit, within the limits of the following described public right-of-way for N. 12th Street, to wit (refer to Exhibit B for graphical representation):

That real property for a Revocable Permit located in part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 11, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, and BEING located within the 12th Street ROW as dedicated by Village Fair Subdivision at Reception Number 1282799, Mesa County records and more particularly described as follows:

BEGINNING at the Northeast corner of Lot 2, Village Fair Subdivision, whence the Southeast corner of said Lot 2 bears South 00°05'38" West, a distance of 229.52 feet, for a basis of bearings with all bearings contained herein relative thereto; thence South 89°54'22" East, a distance of 11.00 feet, thence South 40°54'22" East, a distance of 12.80 feet; thence South 00°05'38" West, a distance of 145.72 feet; thence South 35°00'50" West, a distance of 14.17 feet; thence North 89°54'08" West, a distance of 11.29 feet to a point on the East line of said Lot 2; thence along the East line of said Lot 2, North 00°05'38" East, a distance of 167.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.07 acres (3,152 square feet), as herein described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2018-420 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 3rd day of October, 2018.

Attest:

W Winkelmann
City Clerk

Barbara Taylor Smith
President of the City Council



REVOCABLE PERMIT

Recitals.

A. Breckinridge Ale House GJ, LLC, hereinafter referred to as the Petitioner, represents he is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 2 VILLAGE FAIR SUB AS AMENDED SEC 11 1S 1W & AN UND INT IN TR A EXC THAT PT TRACT A AS DESC IN B-2625 P-895 THRU 898 MESA CO RECDS

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BEGINNING at the Northeast corner of Lot 2, Village Fair Subdivision, whence the Southeast corner of said Lot 2 bears South 00°05'38" West, a distance of 229.52 feet, for a basis of bearings with all bearings contained herein relative thereto; thence South 89°54'22" East, a distance of 11.00 feet, thence South 40°54'22" East, a distance of 12.80 feet; thence South 00°05'38" West, a distance of 145.72 feet; thence South 35°00'50" West, a distance of 14.17 feet; thence North 89°54'08" West, a distance of 11.29 feet to a point on the East line of said Lot 2; thence along the East line of said Lot 2, North 00°05'38" East, a distance of 167.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.07 acres (3,152 square feet), as herein described.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2018-420 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:

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 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 Petitioner, for himself and for his 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 to any improvements and/or facilities to be installed 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 Petitioner agrees that he 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 existing fencing, masonry wall, and landscaping, as well as the construction of a 30 square foot free-standing monument sign, and a 16 square foot flush-mounted sign that encroach in the right-of-way shall be issued only upon 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 expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's 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. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the off of the Mesa County Clerk and Recorder.

Dated this 19th day of October, 2018.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

W Winkelmann

City Clerk

[Signature]

City Manager

Acceptance by the Petitioner:

[Signature] *Pres of Manager*

Breckinridge Ale House GJ, LLC

AGREEMENT

Breckinridge Ale House GJ, LLC, for themselves and 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 approved 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 fully available for use by the City of Grand Junction or the general public; and
- (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 19th day of October, 2018.

[Signature], Pres. of Manager

Breckinridge Ale House GJ, LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 19th day of October, 2018, by Breckinridge Ale House GJ, LLC.

My Commission expires: 8/24/2022
Witness my hand and official seal.

[Signature]
Notary Public

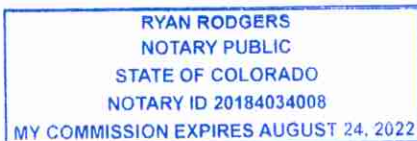
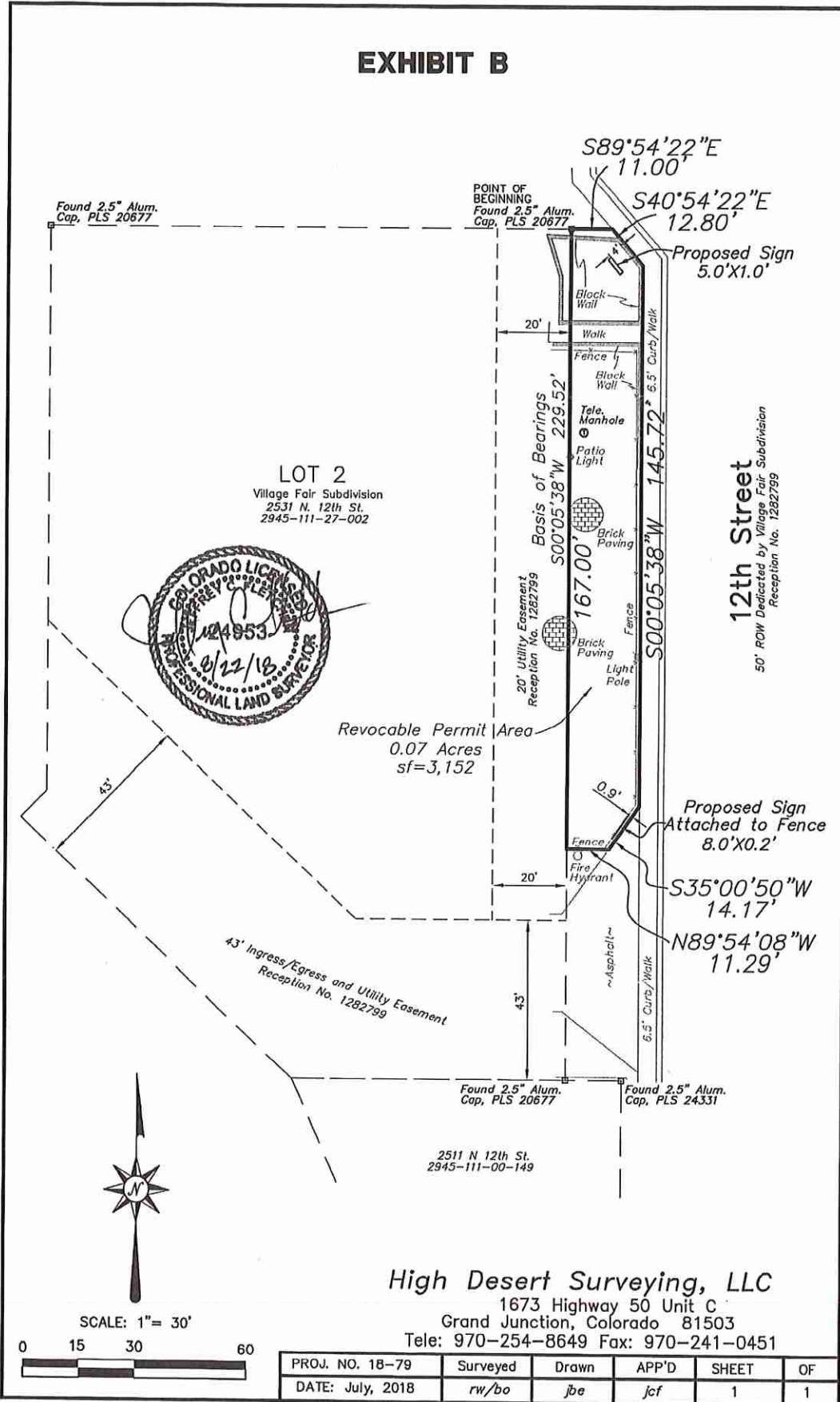
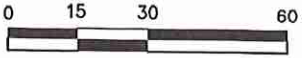


EXHIBIT B



SCALE: 1" = 30'



High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-241-0451

PROJ. NO.	Surveyed	Drawn	APP'D	SHEET	OF
18-79	rw/bo	jbe	jcf	1	1
DATE: July, 2018					