

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 80-18

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO DOWNTOWN GRAND JUNCTION
REGENERATION LLC TO ALLOW FOR CONSTRUCTION OF A SANITARY SEWER
LINE WITHIN THE RIGHT-OF-WAY OF THE NORTH-SOUTH ALLEY IN BLOCK 84,
PLAT OF THE TOWN OF GRAND JUNCTION**

Recitals.

A. Downtown Grand Junction REgeneration LLC, 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: LOTS 2, 3 and 4 of R5 Block Subdivision Amended

B. The Petitioner has requested that the City of Grand Junction issue a Revocable Permit to allow the construction of a sanitary sewer line within a portion of the north-south alley in Block 84, Plat of the Town of Grand Junction, subject to the terms of the permit, within the limits of the following described alley public right-of-way, to wit (refer to Exhibit A for graphical representation):

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, lying across the right-of-way of an Alley of R5 Block Subdivision Amended, recorded at Reception No: 2835112 at the office of the Mesa County Clerk and Records Office and being more particularly described as follows:

Commencing at the Southwest corner of Lot 2 of said R5 Block Subdivision Amended whence the Northwest corner of said Lot 2 bears N00°01'40"E with all bearings being relative thereto; thence N00°01'40"E along the West line of said Lot 2, a distance of 58.08 feet to the Point Of Beginning; thence N89°55'18"W, a distance of 15.00 feet to the East line of Lot 1 of said R5 Block Subdivision Amended; thence N00°01'40"E along said East line of Lot 1, a distance of 16.00 feet; thence S89°55'18"E, a distance of 15.00 feet to the West Line of said Lot 2; thence S00°01'40"W along the West Line of said Lot 2, a distance of 16.00 feet to the Point of Beginning.

Said description contains an area of 240 SQ FT more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the Petitioner and contained in File No. SUB-2018-578 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 5th day of December, 2018.

Attest:

W Winkelman

City Clerk

Debra Taylor Smith

President of the City Council



REVOCABLE PERMIT

Recitals.

A. Downtown Grand Junction REgeneration LLC, 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: LOTS 2, 3 and 4 of R5 Block Subdivision Amended

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Said description contains an area of 240 SQ FT more or less, as described herein and illustrated on Exhibit A.

C. Relying on the information supplied by the Petitioner and contained in File No. SUB-2018-578 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 an existing garage that encroaches 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 office of the Mesa County Clerk and Recorder.

Dated this 13 day of December, 2018.

Written and Recommended by:

W Winkelman

City Clerk

The City of Grand Junction,
a Colorado home rule municipality

[Signature]
City Manager

Acceptance by the Petitioner:

Downtown Grand Junction REgeneration LLC



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.

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Dated this 13 day of December, 2018.

Written and Recommended by:

W Winkelman

City Clerk

The City of Grand Junction,
a Colorado home rule municipality

[Signature]
City Manager

Acceptance by the Petitioner:

[Signature]

Downtown Grand Junction REgeneration LLC




AGREEMENT

Downtown Grand Junction REgeneration LLC, for itself and 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 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 17th day of December, 2018.



Downtown Grand Junction REgeneration LLC

State of ~~Colorado~~) California
) ^{ss} San Francisco
County of ~~Mesa~~)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2018, by Downtown Grand Junction REgeneration LLC.

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

See attached
California Ack. or Jurat
New Notary Certificate

Notary Public


ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco }

On Monday, December 17, 2018 before me Dylan Siddiqui, Notary Public,
Personally Appeared **JEREMY D. NELSON** 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 laws of the State of
California that the foregoing paragraph is true and correct.



Signature



WITNESS my hand and official seal.

