

RESOLUTION NO. 54-22

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
656 MARKET STREET, LLC**

Recitals.

A. 656 Market Street, LLC, 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:

LOT 3 CANDLEWOOD HILTON SUBDIVISION. Tax Parcel Number: 2945-042-52-003

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 temporary fire apparatus turnaround in the undeveloped 24-1/4 Road public right-of-described below and depicted on Exhibit A attached hereto.

A twenty-one foot (21') wide parcel of land across the 24 1/4 Road Right-of-Way as recorded at Reception Number 2357642, situated the southwest quarter of the northwest quarter of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said parcel lying ten and one-half feet (10.5') on each side of the following described centerline:

Commencing at the Northwest Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap on a #6 rebar marked "LS 20677 – DH SURVEYS" whence the Center-West Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap marked "LS 10097 – INTERMOUNTAIN TECH SERVICES", bears South 00°00'48" East, with all bearings herein relative thereto:

Thence South 00°00'48" East along the East line of the said southwest quarter of the northwest quarter of Section 4, a distance of 495.99 feet;

Thence South 89°59'12" West, a distance of 15.50 feet to the Point of Beginning of the centerline herein described;

Thence South 00°00'48" East, a distance of 183.71 feet, to the Point of Termination.

Containing 3857 Sq. feet (0.09 acres), more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-205 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 6th day of July, 2022.

Attest:



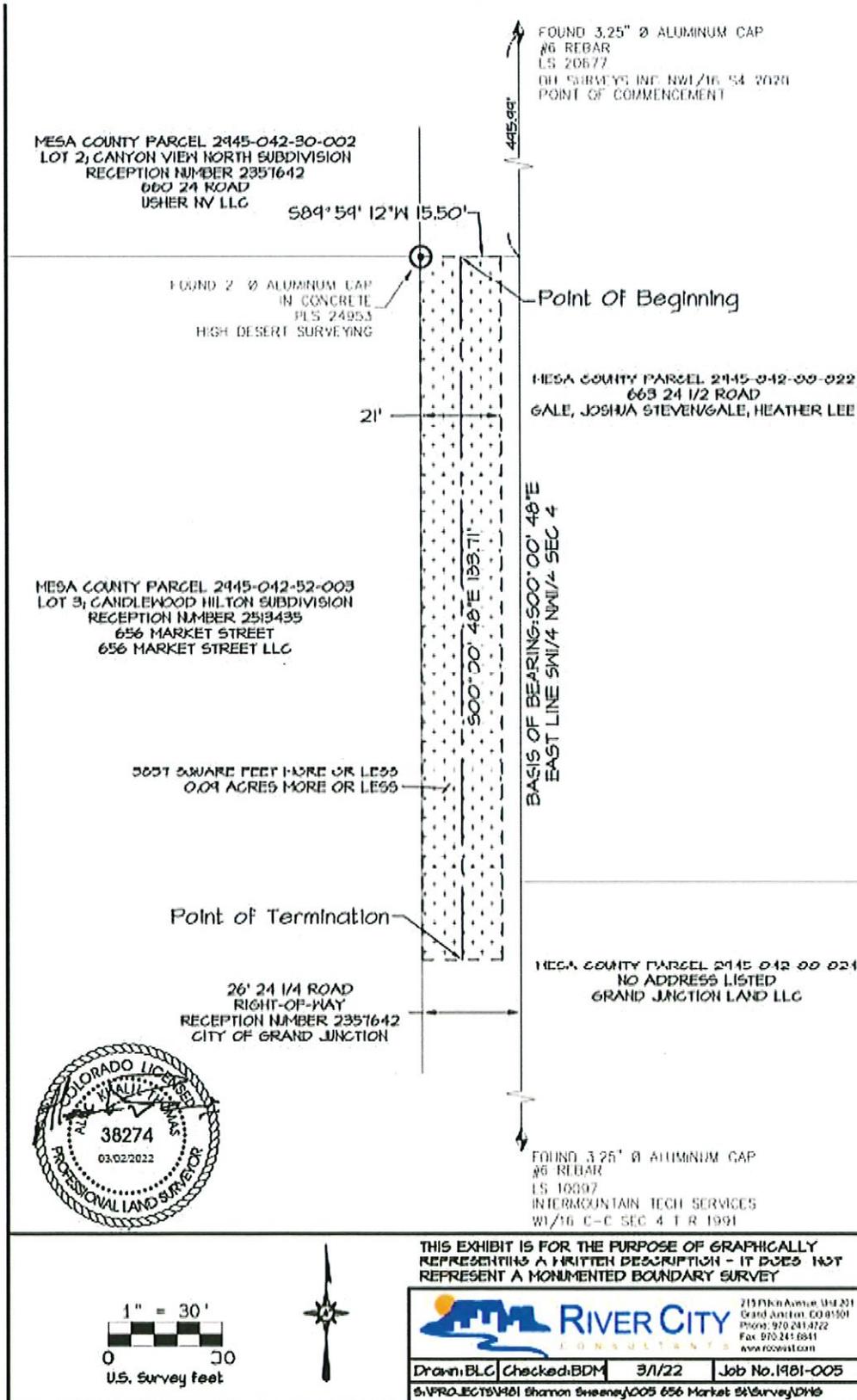
Amy Phillips
City Clerk



Anna M. Stout
President of the City Council



EXHIBIT A



REVOCABLE PERMIT

Recitals.

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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 temporary fire apparatus turnaround in the undeveloped 24-1/4 Road public right-of-described below and depicted on Exhibit A attached.

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Commencing at the Northwest Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap on a #6 rebar marked "LS 20677 – DH SURVEYS" whence the Center-West Sixteenth corner of said Section 4, monumented with a 3.25" aluminum cap marked "LS 10097 – INTERMOUNTAIN TECH SERVICES", bears South 00°00'48" East, with all bearings herein relative thereto:

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Thence South 00°00'48" East, a distance of 183.71 feet, to the Point of Termination.

Containing 3857 Sq. feet (0.09 acres), more or less.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-205 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.

Dated this 19 day of July, 2022.

The City of Grand Junction,
a Colorado home rule municipality

Attest:


City Clerk




City Manager

Acceptance by the Petitioner:


656 Market Street, LLC by Shannon Sweeney, Manager

AGREEMENT

656 Market Street, LLC, 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 to make said public right-of-way fully available for use by the City of Grand Junction or the public.

Dated this 19 day of July, 2022.

656 Market Street, LLC

By: [Signature]
Shannon Sweeney, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 19 day of July, 2022, by Shannon Sweeney, Manager of 656 Market Street LLC.

My Commission expires: Jan. 26, 2025

Witness my hand and official seal.

[Signature]
Notary Public

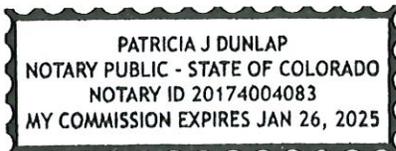


EXHIBIT A

