

RESOLUTION NO. 52-13**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
CARVILLE'S AUTO MART, INC.****Recitals.**

A. Carville's Auto Mart, Inc., 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 Two, Parkway Viaduct Subdivision and identified by Mesa County Tax Schedule Number 2945-103-67-003.

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 asphalt paving and landscaping within the following described public rights-of-way:

DESCRIPTION A – Landscaping only

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the lands lying North of the North edge of paving for West Independent Avenue, as laid out and now in use; West of the East line and the Southerly projection thereof, Lot Two, Parkway Viaduct Subdivision, as same is recorded in Book 4960, Page 616, Public Records of Mesa County, Colorado; South of the South line, and the Westerly projection thereof of said Lot Two and East of the East face of the concrete retaining wall for the 25 Road overpass, as now constructed (See Exhibit A).

DESCRIPTION B – Asphalt paving only

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the lands lying East of the East face of the concrete retaining wall for the 25 Road overpass, as now constructed; West of the West line of Lot Two, Parkway Viaduct Subdivision, as same is recorded in Book 4960, Page 616, Public Records of Mesa County, Colorado; North of the South line, and its Westerly projection, of said Lot Two and South of the North line, and its Westerly projection of said Lot Two (See Exhibit A).

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2013-203 in the office of the City's Public Works, Utilities and Planning 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 7th day of August 2013.

Attest:



City Clerk



President of the City Council

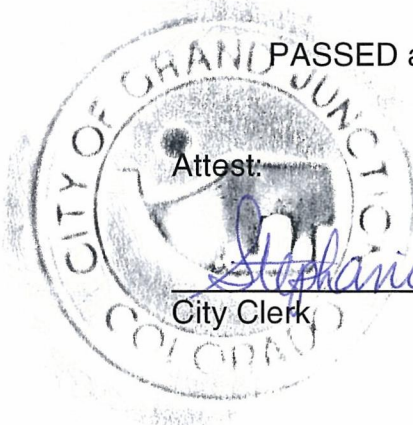
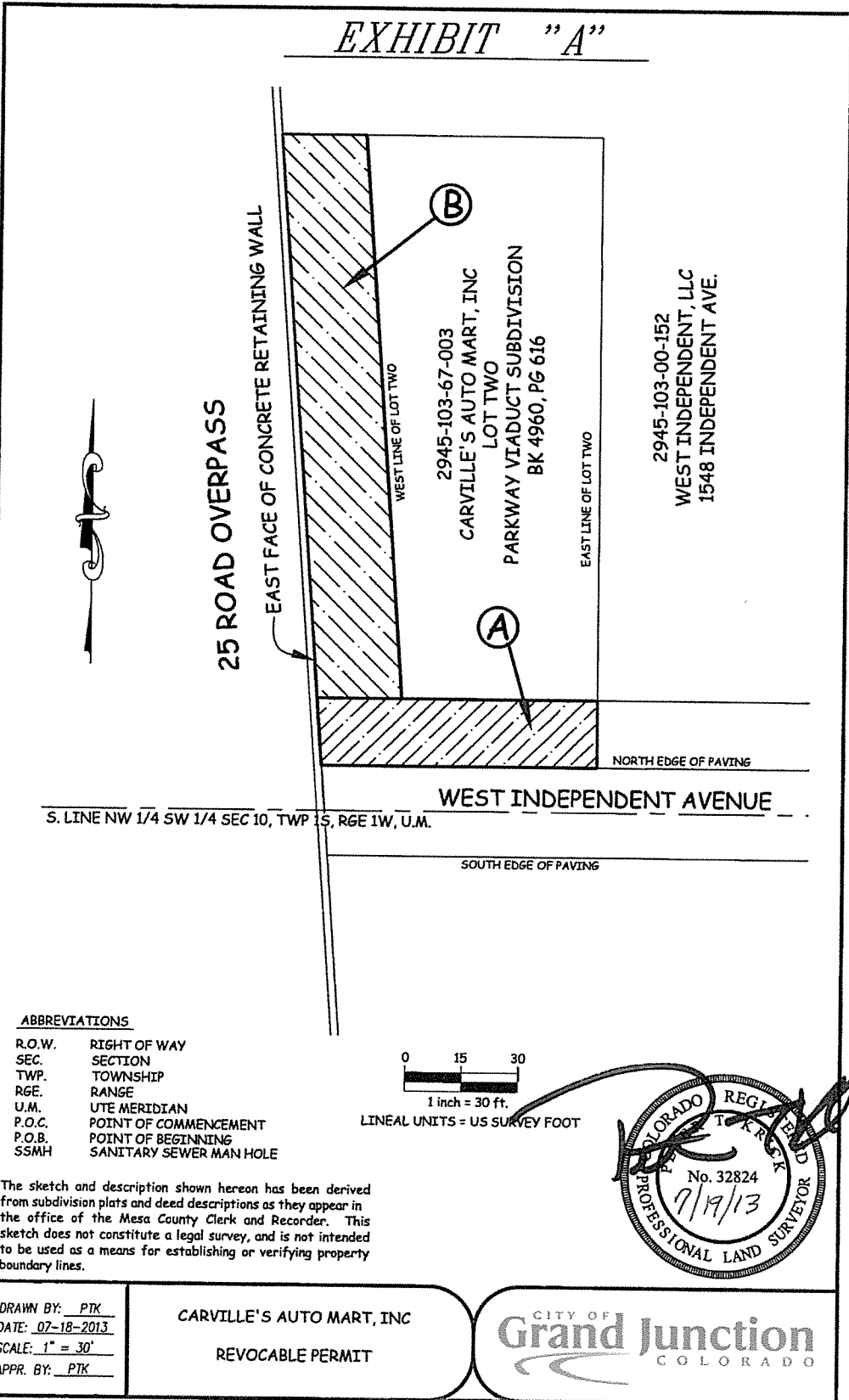


EXHIBIT "A"



ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SSMH SANITARY SEWER MAN HOLE

The sketch and description shown hereon has been derived from 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.

DRAWN BY: PTK
 DATE: 07-18-2013
 SCALE: 1" = 30'
 APPR. BY: PTK

CARVILLE'S AUTO MART, INC
 REVOCABLE PERMIT



REVOCABLE PERMIT

Recitals.

A. Carville's Auto Mart, Inc., 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 Two, Parkway Viaduct Subdivision and identified by Mesa County Tax Schedule Number 2945-103-67-003.

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 asphalt paving and landscaping within the following described public rights-of-way:

DESCRIPTION A – Landscaping only

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the lands lying North of the North edge of paving for West Independent Avenue, as laid out and now in use; West of the East line and the Southerly projection thereof, Lot Two, Parkway Viaduct Subdivision, as same is recorded in Book 4960, Page 616, Public Records of Mesa County, Colorado; South of the South line, and the Westerly projection thereof of said Lot Two and East of the East face of the concrete retaining wall for the 25 Road overpass, as now constructed (See Exhibit A).

DESCRIPTION B – Asphalt paving only

A certain parcel of land lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of the lands lying East of the East face of the concrete retaining wall for the 25 Road overpass, as now constructed; West of the West line of Lot Two, Parkway Viaduct Subdivision, as same is recorded in Book 4960, Page 616, Public Records of Mesa County, Colorado; North of the South line, and its Westerly projection, of said Lot Two and South of the North line, and its Westerly projection of said Lot Two (See Exhibit A).

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2013-203 in the office of the City's Public Works, Utilities and Planning 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 rights-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 rights-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 rights-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 rights-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 rights-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 rights-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public rights-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. Presently the right-of-way adjacent to the 25 Road parkway contains a storm drain. If the City needs to go in and repair the storm drain at any time, the applicant will be responsible for replacing and repairing the damaged asphalt and landscaping, not the City.

8. The applicant has been notified that there is no sidewalk in place on the east side of the 25 Road viaduct, activities such as distribution of magnesium chloride, salt/sanding and snow removal may splash through the small curb and railing falling in the area defined within this revocable permit. The applicant has been advised that these are normal, preexisting maintenance activities and therefore the City will be held harmless from any claims arising from any property damaged by any of these maintenance activities.

Dated this 27th day of August, 2013.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

Stephanie Lee
City Clerk

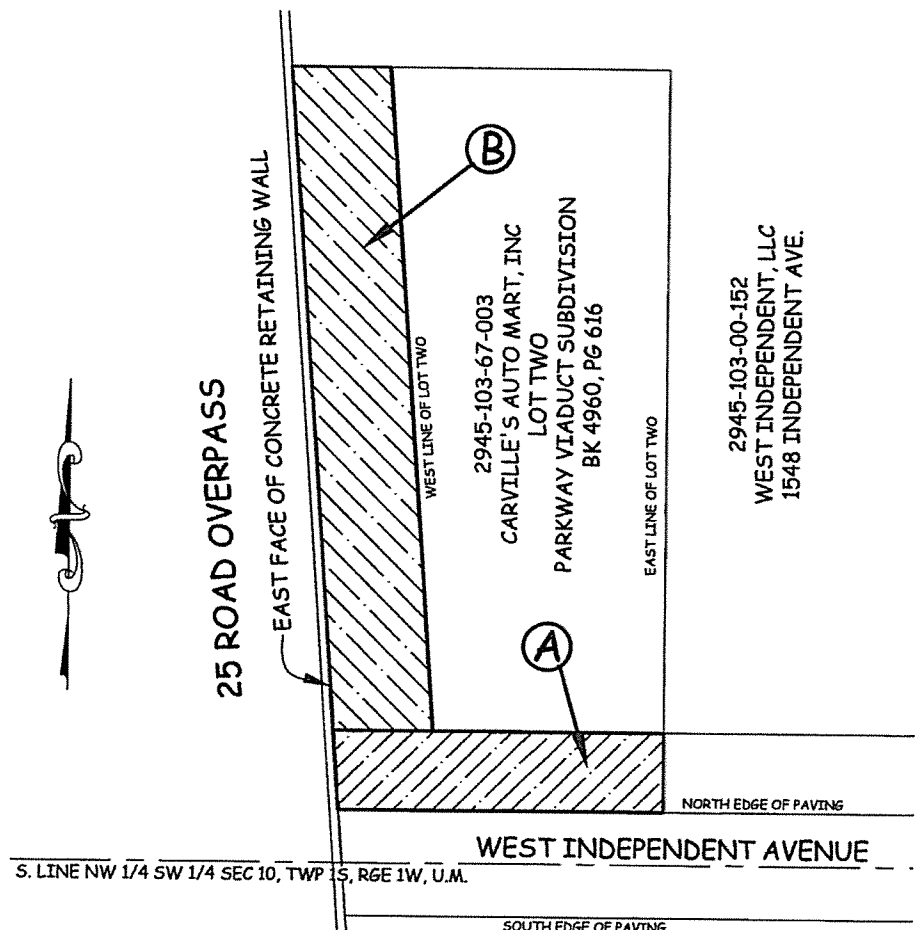
[Signature]
City Manager



Acceptance by the Petitioner:

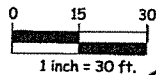
Royce Carville / Carville's Auto Mart
Carville's Auto Mart, Inc.

EXHIBIT "A"



ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SSMH SANITARY SEWER MAN HOLE



LINEAL UNITS = US SURVEY FOOT

The sketch and description shown hereon has been derived from 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.



DRAWN BY: PTK
 DATE: 07-18-2013
 SCALE: 1" = 30'
 APPR. BY: PTK

CARVILLE'S AUTO MART, INC
 REVOCABLE PERMIT

CITY OF
Grand Junction
 COLORADO

AGREEMENT

Carville's Auto Mart, 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 27 day of August, 2013.

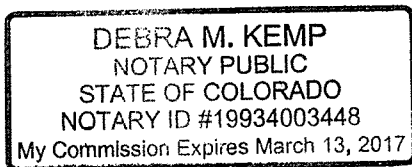
Carville's Auto Mart, Inc.

By: Royce Carville
Royce Carville

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 27th day of August, 2013, by Royce Carville, of Carville's Auto Mart, Inc.

My Commission expires: 3/13/2017
Witness my hand and official seal.



Debra M. Kemp
Notary Public