

REVOCABLE PERMIT

Recitals.

1. *WCCF CFP LLC*, hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the for installation, maintenance, repair, and/or replacement of 2 awning structures as approved by the City, within the limits of the following described public rights-of-way for North 5th Avenue, to wit:

Permit Area:

(See Attached Exhibit)

Located within the 80' right of way for N.5th Street in Block 104 of Map of First Division, Resurvey, Town of Grand Junction, Colorado. (Reception No. 3206), Grand Junction, Mesa County, Colorado more particularly described as:

Commencing at the Northwest corner of said Block 104 whence the Southwest corner of said Block 104 bears S00°02'45"W with all bearings contained herein being relative thereto;

thence S36°48'24"E, a distance of 92.54 feet to the Point of Beginning;
thence S89°49'34"E, a distance of 4.50 feet to the East right of way line of N.5th Street;
thence S00°02'45"W along said right of way line, a distance of 9.53 feet;
thence N89°49'34"W, a distance of 4.50 feet;
thence N00°02'45"E, a distance of 9.53 feet to the Point of Beginning.

Also

Commencing at the Northwest corner of said Block 104 thence S27°52'40"E, a distance of 118.51 feet to the Point of Beginning;

Thence S89°49'34"E, a distance of 4.50 feet to the East right of way line of N.5th Street;
thence S00°02'45"W along said right of way line, a distance of 9.53 feet;
thence N89°49'34"W, a distance of 4.50 feet;
thence N00°02'45"E, a distance of 9.53 feet to the Point of Beginning. City of Grand Junction, County of Mesa, State of Colorado.

Contains 85.76 Sq.Ft. (0.002 Acres) as described.

The above descriptions prepared by:

Description prepared by:

Christopher C. Ransier PLS38089
717 Centauri Drive
Grand Junction, CO 81506

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning & Development Code applying the same, the City, by and through the Community Development Department, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HER LAWFUL AUTHORITY, TAMRA ALLEN, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of installation, maintenance, repair, and/or replacement of two (2) awning structures affixed to the existing building within the limits of the public rights-of-way described; provided, however, that this Permit is conditioned upon the following:

1. The installation, maintenance, repair, and/or replacement of said awning structures by the Petitioners within 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 by the City to avoid creating hazardous or dangerous situations and to avoid damaging public roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City, on its behalf and on behalf of the County of Mesa, the State of Colorado and the Public Utilities, 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 Petitioners, for themselves and for their 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 rights-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 rights-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 Petitioners agree that they 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 installation, maintenance, repair, and/or replacement of 2 awning structures shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' 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 Petitioners shall, at the sole expense and cost of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioners' last known address), peaceably surrender said public rights-of-way and, at their own expense, remove any encroachment so as to make the described public rights-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. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of the three awning structures authorized pursuant to this Permit. The Petitioners shall not install any additional item that may create sight distance problems.

7. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

AGREEMENT

WCCF CFP LLC, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for the installation, maintenance, repair, and/or replacement of 2 awning structures that encroach into the right-of-way. Furthermore, they shall indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit.

Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public rights-of-way fully available for use by the City of Grand Junction, the County of Mesa, the State of Colorado, the Public Utilities or the general public.

The Permittee acknowledges the existence of good and sufficient consideration for this Agreement.

Dated this 11 day of February, 2025.

By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

Anne Wenzel.

Anne Wenzel
President/Chief Executive Officer, WCCF CFP, LLC

Daniel Prinstek

Daniel Prinstek
Board Chair, WCCF CFP, LLC

State of Colorado)
)ss.
County of Mesa)

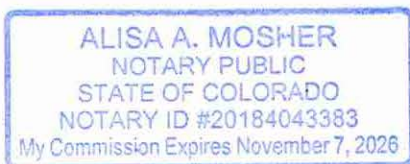
The foregoing Agreement was acknowledged before me this 11 day of February, 2025.

My Commission expires: 11-07-2026

Witness my hand and official seal.

Alisa A. Mosher

Notary Public



Notary Acknowledgement
For Agreement

State of COLORADO

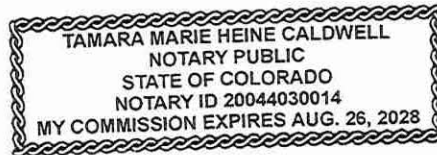
County of MESA

The foregoing document was acknowledged before me this **February 13, 2025** by **Anne Wenzel, President/Chief Executive Officer of WCCF CFP, LLC.**

Witness my hand and official seal.


Notary Public


My commission expires:



Dated this 25th day of February, 2025.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality


Jenna Gorney
Senior Planner

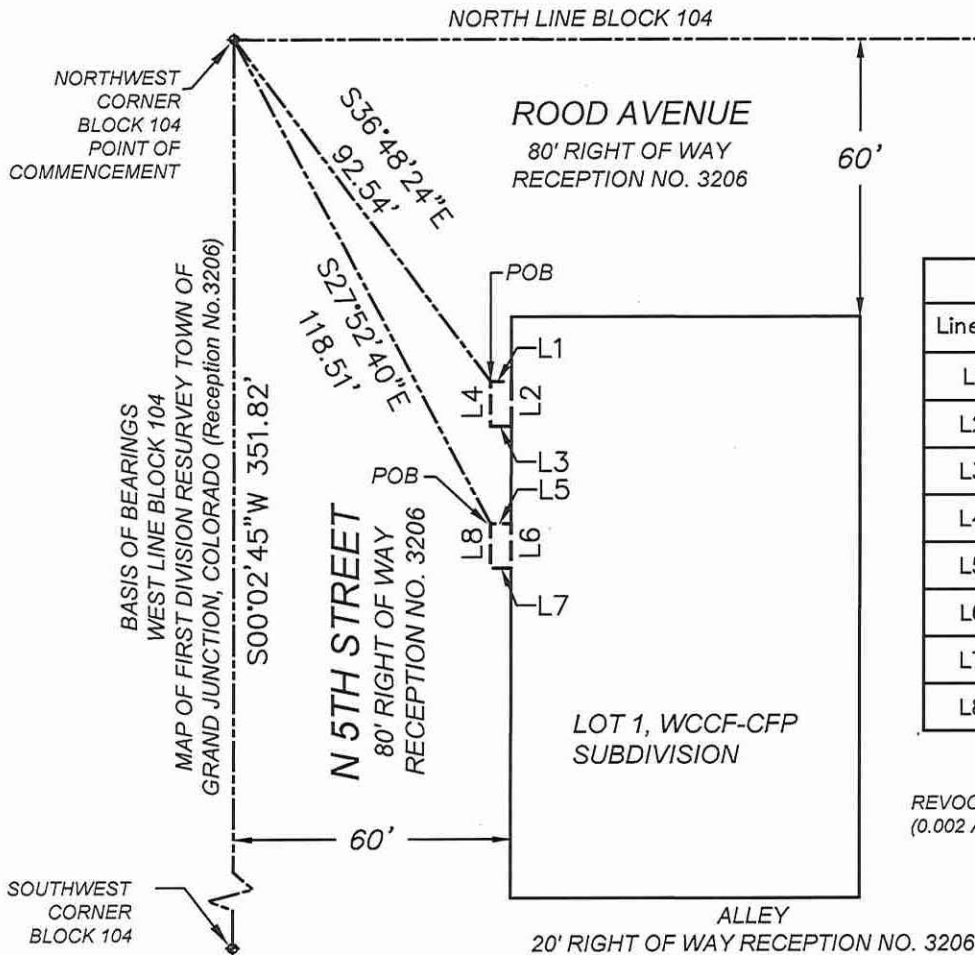

Tamra Allen
Community Development Director

Acceptance by the Petitioners:


Anne Wenzel
President/Chief Executive Officer, WCCF CFP, LLC


Daniel Prinster
Board Chair, WCCF CFP, LLC

REVOCABLE PERMIT EXHIBIT
128 N 5th Street, Grand Junction, CO 81501

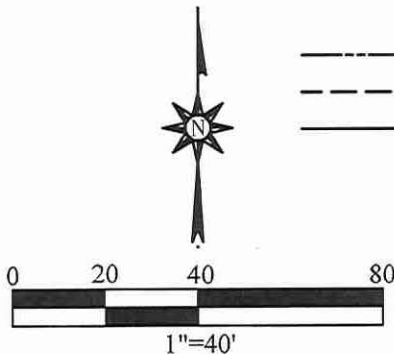


Line Table		
Line #	Bearing	Distance
L1	S89°49'34"E	4.50'
L2	S00°02'45"W	9.53'
L3	N89°49'34"W	4.50'
L4	N00°02'45"E	9.53'
L5	S89°49'34"E	4.50'
L6	S00°02'45"W	9.53'
L7	N89°49'34"W	4.50'
L8	N00°02'45"E	9.53'

REVOCABLE PERMIT=85.76 SQ.FT
(0.002 ACRES)

LEGEND:

- SURVEY CONTROL
- REVOCABLE PERMIT
- LOT LINE
- POB POINT OF BEGINNING



Linear units are U.S. Survey Foot

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

Christopher C. Ransier
Colorado PLS 38089

Job #:3077323

Date:09/26/2024

Kaart Land Solutions, LLC
734 Main St.
Grand Junction, CO 81501
970.201.4081 surveying@kaart.com