

## REVOCABLE PERMIT

### Recitals.

1. *504 Main Street Investment, 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 replacement of one awning structure as approved by the City, within the limits of the following described public rights-of-way for Main Street, to wit:

Permit Area:

(See Attached Exhibit)

*A parcel of land for a Revocable Permit, situated in the Southwest Quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:*

*Beginning at the Southwest Comer of said Lot 31, Block 104 whence the Southeast Comer of said Lot 31, Block 104 bears North 90°00' 00" East, 25.00 feet, being the Basis of Bearing.*

*Thence North 90°00'00". East a distance of 25.00 feet along the southerly line of said Lot 31, Block 104 Reception Number 3206;*

*Thence South 00°00'00" East a distance of 5.00 feet;*

*Thence North 90°00'00" West a distance of 25.00 feet;*

*Thence North 00°00'00" East a distance of 5.00 feet to the Point of Beginning.*

*Containing 125 square feet, more or less.*

The above descriptions prepared by:

Kurt R. Shepherd, PLS  
861 Rood Avenue  
Grand Junction, CO 81501

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 one awning structure proposed to be 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 structure 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 one awning structure 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 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.

Dated this 17<sup>th</sup> day of June, 2025.

Written by:

  
Jenna Gorney  
Senior Planner

The City of Grand Junction,  
a Colorado home rule municipality

  
Tamra Allen  
Community Development Director

Acceptance by the Petitioners:

  
Cynthia Duff  
Manager, 504 Main Street Investment, LLC.



**AGREEMENT**

504 Main Street Investment, 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 replacement of one awning structure that encroaches into the right-of-way of Main Street. 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.

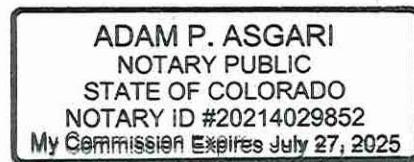
Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public rights-of-way fully available for use by the City of Grand Junction, the County of Mesa, 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 16 day of June, 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.

  
\_\_\_\_\_  
Cynthia Duff  
Manager, 504 Main Street Investment, LLC.



State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 16 day of June, 2025,  
by Cynthia Duff.

My Commission expires: 07/27/2025  
Witness my hand and official seal.

Adam Asgari  
\_\_\_\_\_  
Notary Public

## EXHIBIT A

### REVOCABLE PERMIT

Lot 31, Block 104 of First Division, Resurvey Town of Grand Junction, Colorado, platted in (Reception Number 3206)

A parcel of land for a Revocable Permit, situated in the Southwest Quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Beginning at the Southwest Corner of said Lot 31, Block 104 whence the Southeast Corner of said Lot 31, Block 104 bears North  $90^{\circ}00'00''$  East, 25.00 feet, being the Basis of Bearing.

Thence North  $90^{\circ}00'00''$  East a distance of 25.00 feet along the southerly line of said Lot 31, Block 104 Reception Number 3206;

Thence South  $00^{\circ}00'00''$  East a distance of 5.00 feet;

Thence North  $90^{\circ}00'00''$  West a distance of 25.00 feet;

Thence North  $00^{\circ}00'00''$  East a distance of 5.00 feet to the Point of Beginning.

Containing 125 square feet, more or less.

See EXHIBIT B for graphical representation.

This description was written by:  
Kurt R. Shepherd, PLS  
861 Rood Avenue  
Grand Junction, CO 81501

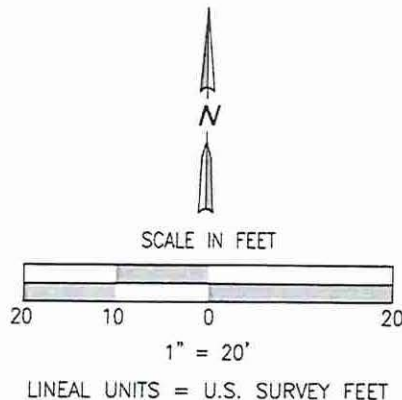
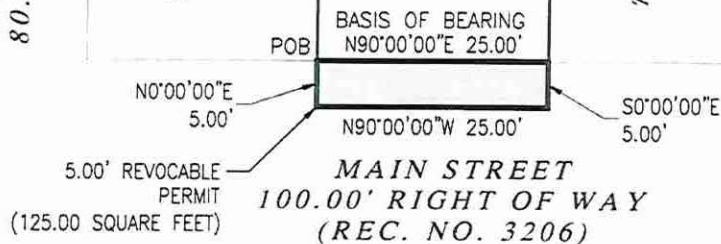


NORTH 5TH STREET  
80.00' RIGHT OF WAY  
(REC. NO. 3206)

500 MAIN STREET  
LOT 32, BLOCK 104  
TOWN OF GRAND JUNCTION,  
COLORADO  
(REC. NO. 3206)  
PN-2945-143-17-024  
CBK VENTURES LLC

504 MAIN STREET  
LOT 31, BLOCK 104  
TOWN OF GRAND JUNCTION, COLORADO  
(REC. NO. 3206)  
PN-2945-143-17-023  
504 MAIN ST INVESTMENT LLC

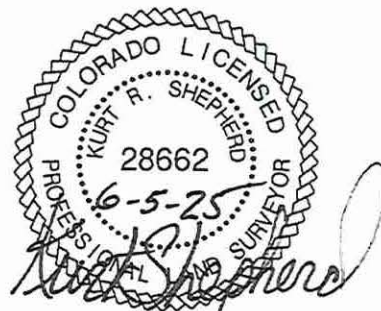
510 MAIN STREET  
LOT 30, BLOCK 104  
TOWN OF GRAND JUNCTION,  
COLORADO  
(REC. NO. 3206)  
PN-2945-143-17-005  
CBK VENTURES LLC



#### TABLE OF ABBREVIATIONS

N	-	NORTH
S	-	SOUTH
E	-	EAST
W	-	WEST
T	-	TOWNSHIP
R	-	RANGE
POB	-	POINT OF BEGINNING
PN	-	PARCEL NUMBER
REC. NO.	-	RECEPTION NUMBER

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



KURT R. SHEPHERD 28662

#### EXHIBIT B

504 MAIN STREET REVOCABLE PERMIT  
SECTION 14, T1S, R1W, UTE MERIDIAN  
CITY OF GRAND JUNCTION, COLORADO

PROJECT NO: F25-021 DATE: 6/5/2025 DRAWN BY: RAS CHECKED BY: KRS PAGE NUMBER: 2 of 2

- Civil & Consulting Engineering
- Construction Management & Site Planning
- Feasibility Studies Permit Expediting
- Environmental Scientists
- Project Management
- Hydrologic Studies

Prepared By

**VORTEX**  
ENGINEERING, INC.  
861 Rood Avenue  
Grand Junction, CO 81501  
(970) 245-9051