

RESOLUTION NO. 80-93

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
ROCKY MOUNTAIN C-STORES, INC., A COLORADO CORPORATION

WHEREAS, Rocky Mountain C-Stores, Inc., a Colorado Corporation, represents that it is the owner of the real property located at 459 Pitkin Avenue in Grand Junction and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation and maintenance of landscape improvements in the following described public rights-of-ways for Pitkin Avenue and South Fifth Street:

Parcel #1: Beginning at the Northwest Corner of Lot 16 of Block 147 of the City of Grand Junction; thence N 89°55'59" W along the North line of Lots 16 & 15 of said Block 147 a distance of 19.09 feet; thence N 45°00'00" W a distance of 2.61 feet; thence S 89°55'59" E a distance of 26.44 feet; thence 8.60 feet along the arc of a curve to the right having a radius of 10.0 feet, a central angle of 49°17'26", and a long chord which bears S 65°38'41" E a distance of 8.34 feet to a point of compound curvature; thence 30.00 feet along the arc of a curve to the right having a radius of 83.0 feet, a central angle of 21°23'16", and a long chord which bears S 22°52'10" E a distance of 30.81 feet to the intersection of the West Right-of-Way for South 5th Street and the East line of said Lot 16; thence N 26°42'16" W a distance of 33.55 feet; thence N 89°55'59" W a distance of 10.0 feet to the Point of Beginning;

Parcel #2: Commencing at the Northeast Corner of Lot 15 of Block 147 of the City of Grand Junction; thence N 89°55'59" W along the North line of said Lot 15 a distance of 19.09 feet; thence N 45°00'00" W a distance of 2.61 feet; thence 4.93 feet along the arc of a curve to the right having a radius of 10.0 feet, a central angle of 28°14'44", and a long chord which bears N 30°52'59" W a distance of 4.88 feet to the Point of Beginning; thence 20.57 feet along the arc of a curve to the right having a radius of 10.0 feet, a central angle of 117°51'06", and a long chord which bears N 42°09'31" E a distance of 17.13 feet; thence S 70°28'56" E a distance of 16.26 feet; thence S 13°17'37" E a distance of 7.50 feet; thence N 89°55'59" W a distance of 28.55 feet to the Point of Beginning; and

WHEREAS, 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:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to grant the attached Revocable Permit to the above named Petitioner for the purpose aforescribed and within the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 17th day of November, 1993.

Attest:

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City Clerk

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President of the Council

## REVOCABLE PERMIT

WHEREAS, Rocky Mountain C-Stores, Inc., a Colorado corporation, represents that it is the owner of the real property located at 459 Pitkin Avenue in Grand Junction and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation and maintenance of landscape improvements in the following described public rights-of-ways for Pitkin Avenue and South Fifth Street:

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WHEREAS, the City Council of the City of Grand Junction 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 granted to Rocky Mountain C-Stores, Inc., a Revocable Permit for the purpose aforescribed and within the public rights-of-ways aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself and all other public utilities, hereby reserves and retains a perpetual right to utilize the aforescribed public right-of-way for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said right-of-way. The Petitioner, for itself for its successors and assigns, agrees that it will not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents or any other public utility liable for damages caused to the improvements situated within said right-of-way, or any other property of the Petitioner or any other party,

as a result of the Petitioner's occupancy and use of said right-of-way or the operation, maintenance and repair of street improvements and utilities by the City of Grand Junction or any other public utility.

2. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claim or cause of action however stated arising out of the encroachment and use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way and, at its own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

3. The Petitioner, for itself and for its successors and assigns, agrees that it will properly maintain the landscape improvements and shall at all times keep the same in good repair; further, the Petitioner agrees that, in the event said landscape improvements shall become damaged, for whatever cause or reason, that it shall, at its sole cost and expense, diligently pursue to completion the full repair and restoration of said landscape improvements.

4. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance:

Rocky Mountain C-Stores, Inc.  
a Colorado Corporation

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

AGREEMENT

Rocky Mountain C-Stores, Inc., a Colorado corporation, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; 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 days (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City and, at its own expense, remove any encroachment so as to make the right-of-way available for use by the City of Grand Junction or any other public utility.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

Attest: Rocky Mountain C-Stores, Inc.,  
a Colorado corporation

\_\_\_\_\_ By: \_\_\_\_\_

STATE OF COLORADO )  
 )ss.  
COUNTY OF )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_ as \_\_\_\_\_ President and by \_\_\_\_\_ as Secretary of Rocky Mountain C-Stores, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public