

RESOLUTION NO. 32-03
A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT
TO
WESTERN HOSPITALITY LLC., A COLORADO LIMITED LIABILITY
COMPANY
(Canopy over sidewalk)

Recitals.

1. Western Hospitality LLC, a Colorado limited liability company, hereinafter referred to as the Petitioner, represent that 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 1 of the Hawthorn Replat, situate in the SW $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 19 at Page 65 in the office of the Mesa County Clerk and Recorder, also known as 205 Main Street and identified by Mesa County Tax Schedule Number 2945-143-23-023,

and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install a canopy over the public sidewalk within the limits of the following described public Main Street right-of-way, to wit:

Beginning at a point on the North line of said Lot 1, whence the Northwest corner of said Lot 1 bears North 89°55'16" West, a distance of 24.50 feet; thence North 00°00'00" East, a distance of 14.44 feet; thence South 90°00'00" E, a distance of 15.91 feet; thence South 00°00'00" West, a distance of 17.32 feet; thence North 90°00'00" West, a distance of 15.91 feet; thence North 00°00'00" East, a distance of 2.88 feet to the Point of Beginning.

2. Based on the information supplied by the Petitioner, and contained in the Community Development files, 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 issue the attached Revocable Permit to the above-named Petitioners for the purposes 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 16th day of April, 2003.

Attest:

/s/: Stephanie Tuin
City Clerk

/s/: Cindy Enos-Martinez
President of the City Council

REVOCABLE PERMIT

Recitals

1. Western Hospitality LLC, a Colorado limited liability company, hereinafter referred to as the Petitioner, represent that it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

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and has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install a canopy over the public sidewalk within the limits of the following described public Main Street right-of-way, to wit:

Beginning at a point on the North line of said Lot 1, whence the Northwest corner of said Lot 1 bears North 89°55'16" West, a distance of 24.50 feet; thence North 00°00'00" East, a distance of 14.44 feet; thence South 90°00'00" E, a distance of 15.91 feet; thence South 00°00'00" West, a distance of 17.32 feet; thence North 90°00'00" West, a distance of 15.91 feet; thence North 00°00'00" East, a distance of 2.88 feet to the Point of Beginning.

2. Based on the information supplied by the Petitioner, and contained in the Community Development files, 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 purposes 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 sidewalks, street improvements, 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 and assigns, agrees that it shall not hold, nor 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 guest, invitees, and the public 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 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 expense and cost 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 _____ day of _____, 2003.

Attest:

The City of Grand Junction,
a Colorado home rule
municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Western Hospitality LLC,
a Colorado limited liability
company

By: _____
Kevin Reimer, Manager

AGREEMENT

Western Hospitality LLC, a Colorado limited liability company, 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; As set forth, 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 its sole cost and expense, 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 _____ day of _____, 2003.

Western Hospitality LLC
a Colorado limited liability company

By: _____
Kevin Reimer, Manager

State of Colorado))ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2003, by Kevin Reimer, Manager of Western Hospitality LLC, a Colorado limited liability company.

My Commission expires: _____

Witness my hand and official seal.

Notary Public