

**RESOLUTION NO. 33-03**  
**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO**  
**WESTERN HOSPITALITY LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**(Private Parking)**

**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 ¼ of Sec 14, T1S, R1W of the Ute Meridian, City of Grand Junction, Mesa Co, State of Colorado, as recorded in Plat Bk 19 at Pg 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 have private parking within the limits of the following described public Main Street right-of-way, to wit:

Commencing at the NW cor of Lot 1 of Hawthorn Replat, a subdivision of the City of Grand Junction, Colorado; thence along the N line of Lot 1, S89°55'16"E, a distance of 48.25'; thence N00°04'44"E, a distance of 13.90'; to the POB; thence N00°01'06"E, a distance of 22.00'; thence S89°58'54"E, a distance of 96.00'; thence S00°01'06"W, a distance of 22.00'; thence N89°58'54"W, a distance of 96.00' to the POB.

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.

3. The Petitioner will be charged a fee of \$300.00 per space per subject to increase as determined by the City Council.

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 Petitioner 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 16<sup>th</sup> day of April, 2003.

Attest:

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

/s/: Stephanie Tuin  
City Clerk

## 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:

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 have private parking within the limits of the following described public Main Street right-of-way, to wit:

Commencing at the Northwest corner of Lot 1 of Hawthorn Replat, a subdivision of the City of Grand Junction, Colorado; thence along the North line of said Lot 1, South  $89^{\circ}55'16''$  East, a distance of 48.25 feet; thence North  $00^{\circ}04'44''$  East, a distance of 13.90 feet; to the Point of Beginning; thence North  $00^{\circ}01'06''$  East, a distance of 22.00 feet; thence South  $89^{\circ}58'54''$  East, a distance of 96.00 feet; thence South  $00^{\circ}01'06''$  West, a distance of 22.00 feet; thence North  $89^{\circ}58'54''$  West, a distance of 96.00 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.

3. The fee for this Revocable Permit shall be established by resolution of the City Council and on file in the City Clerk's office. The fee shall be no less than \$300 per parking space per year subject to increase as determined by the City Council. In determining the fee the Council may consider the value of the right of way used by the Permittee with respect to other Revocable Permits, franchises or licenses that the Council may have granted or the rate of inflation as measured by the Denver-Boulder CPI or any other factor of its choosing. The fee shall be determined by the City Council in its sole and absolute discretion.

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 and the use, presence or occupancy by the public, Petitioner's invitees and guests, 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 for all persons claiming through Petitioner, agree 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 Petitioners or any other party, as a result of the Petitioner's 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 )  
County of Mesa ) )ss.

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

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

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