

RESOLUTION NO. 120-07

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT
TO
COMMERCIAL TIRE SERVICE FOR AN EXISTING STRUCTURE WITHIN THE
23 ½ ROAD RIGHT-OF-WAY LOCATED AT 725 23 ½ ROAD**

Recitals.

A. Commercial Tire Service, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 NE1/4 SW1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the NE1/4 SW1/4 (SC1/16th) of said Section 32, which bears South 00 degrees 05 minutes 19 seconds East, a distance of 1322.27 feet from the Northeast corner of said NE1/4 SW1/4 (C1/4) said Section 32, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89 degrees 54 minutes 34 seconds West, a distance of 659.68 feet, along the South line of said SE1/4 NE1/4 SW1/4 said Section 32, to the West line of said SE1/4 NE1/4 SW1/4 said Section 32; thence North 00 degrees 04 minutes 36 seconds East, a distance of 198.40 feet, along said SE1/4 NE1/4 SW1/4 said Section 32; thence South 89 degrees 54 minutes 35 seconds East, a distance of 659.72 feet, to the East line of said SE1/4 NE1/4 SW1/4 said Section 32; thence South 00 degrees 05 minutes 19 seconds West, a distance of 198.40 feet to the POINT OF BEGINNING.

Said parcel containing an area of 3.005 acres, as described.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain an existing structure located in the 23 ½ Road right-of-way within the following described public right-of-way:

Commencing at the Northeast corner of the Northeast Quarter Southwest Quarter of Section 32, Township 1 North, Range 1 West, Ute Meridian whence the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32 bears S00°05'19"W a distance of 1322.27 feet for a basis of bearings, with all bearings contained herein relative thereto; thence S00°05'19"W 1123.88 feet along the East line of the Northeast Quarter Southwest Quarter of said Section 32 to the Point of Beginning; thence S00°05'19"W 198.40 feet along said East line to the Southeast corner of the Northeast Quarter Southwest Quarter of said

Section 32; thence N89°54'34"W 55.00 feet along the South line of the Northeast Quarter Southwest Quarter; thence N00°05'19"E 198.40 feet thence S89°54'35"E 55.00 feet to the Point of Beginning.

Containing 10,912 square feet or 0.25 acres as described.

C. Relying on the information supplied by the Petitioner and contained in File No. SPR-2007-130 in the office of the City's Public Works and Planning Department, 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:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose 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 15th day of August, 2007.

Attest:

/s/ James J. Doody
President of the City Council

/s/ Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals.

A. Commercial Tire Service hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 NE1/4 SW1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the NE1/4 SW1/4 (SC1/16th) of said Section 32, which bears South 00 degrees 05 minutes 19 seconds East, a distance of 1322.27 feet from the Northeast corner of said NE1/4 SW1/4 (C1/4) said Section 32, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89 degrees 54 minutes 34 seconds West, a distance of 659.68 feet, along the South line of said SE1/4 NE1/4 SW1/4 said Section 32, to the West line of said SE1/4 NE1/4 SW1/4 said Section 32; thence North 00 degrees 04 minutes 36 seconds East, a distance of 198.40 feet, along said SE1/4 NE1/4 SW1/4 said Section 32; thence South 89 degrees 54 minutes 35 seconds East, a distance of 659.72 feet, to the East line of said SE1/4 NE1/4 SW1/4 said Section 32; thence South 00 degrees 05 minutes 19 seconds West, a distance of 198.40 feet to the POINT OF BEGINNING.

Said parcel containing an area of 3.005 acres, as described.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to maintain an existing structure within the 23 ½ Road right-of-way within the following described public right-of-way:

Commencing at the Northeast corner of the Northeast Quarter Southwest Quarter of Section 32, Township 1 North, Range 1 West, Ute Meridian whence the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32 bears S00°05'19"W a distance of 1322.27 feet for a basis of bearings, with all bearings contained herein relative thereto; thence S00°05'19"W 1123.88 feet along the East line of the Northeast Quarter Southwest Quarter of said Section 32 to the Point of Beginning; thence S00°05'19"W 198.40 feet along said East line to the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32; thence N89°54'34"W 55.00 feet along the South line of the Northeast Quarter Southwest Quarter; thence N00°05'19"E 198.40 feet thence S89°54'35"E 55.00 feet to the Point of Beginning.

Containing 10,912 square feet or 0.25 acres as described.

C. Relying on the information supplied by the Petitioner and contained in File No. SPR-2007-130 in the office of the City's Public Works and Planning Department, 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 purpose 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 improvements and public 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, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or 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 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 the 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 cost and expense 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 _____, 2007.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

City Manager

Acceptance by the Petitioner:

Commercial Tire Service

AGREEMENT

Commercial Tire Service, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, 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 _____, 2007.

Commercial Tire Service

By: _____
Richard R. Nowlin III

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2007, by Richard R. Nowlin III, of Commercial Tire Service

My Commission expires: _____
Witness my hand and official seal.

Notary Public