

RESOLUTION NO. 29-15

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
BAKER'S BOUTIQUE LOCATED AT 726 24 ROAD**

Recitals.

Baker's Boutique, 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:

Beginning at the SW corner of Lot 31 and running thence North along the West boundary of said Lot 31, a distance of 145.80 feet; thence East 258 feet; thence South 145.80 feet to the South boundary of Lot 31; thence West 258 feet to the point of beginning.

All in Pomona Park, County of Mesa, State of Colorado.

Said parcels contain 0.86 +/- acres (37,461 +/- square feet), more or less, as described.


The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to use City-owned property (Canyon View Park) for ingress/egress to and from the Petitioner's property.

Relying on the information supplied by the Petitioner and contained in File No. COU-2014-420 in the office of the City's Community Development Division, 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 President of the Council 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 City-owned property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 3rd day of June, 2015.

Attest:

City Clerk


President of the City Council

REVOCABLE PERMIT

Recitals.

Callie Ash, hereinafter referred to as the Petitioner, have requested the City of Grand Junction to allow the Petitioners to use City-owned property for access to and from Baker's Boutique located at 726 24 Road.

The purpose of this revocable permit is to allow Petitioner to use portions of the Canyonview Park parking lot for certain access to and from the bakery business known as Baker's Boutique, located at 726 24 Road, and to allow Petitioner to use the Canyonview Park traffic aisle for truck deliveries, as shown on the approved site plan for Baker's Boutique, and subject to the limitations stated herein.

The City has determined that such action would not at this time be detrimental to the inhabitants of the City or users of the Park or to the Canyonview Park property.

NOW, THEREFORE, IN ACCORDANCE WITH LAWFUL AUTHORITY, THE CITY COUNCIL FOR THE CITY OF GRAND JUNCTION DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of ACCESS within the limits of the CANYONVIEW PARK PARKING LOT shown on the attached Exhibit A as PERMIT AREA 1, and for DELIVERIES within the limits of the CANYONVIEW PARK TRAFFIC AISLE as shown on the attached Exhibit A as PERMIT AREA 2; provided, however, that this Permit is conditioned upon the following:

1. Permit Areas:

Permit Area 1 (Canyonview Parking Lot) shown on Exhibit A – for customer, employee and owner access, but not for truck deliveries, as more fully described below;

Permit Area 2 (Canyonview Traffic Aisle) shown on Exhibit A – for truck deliveries, as more fully described below.

2. Installation. Petitioner shall install the driveway curb cut to Permit Area 1 in the location shown on the approved Site Plan for Baker's Boutique, planning file # COU-2014-420, according to all applicable City standards for right-of-way curb cuts and driveway permits and shall perform the installation with due care or any other higher standard of care as may be required by the City to avoid creating hazardous or dangerous situations or conditions and to avoid damaging public parking areas, utilities, drainage facilities, sidewalks or any other facilities presently existing on Park property.
3. Restoration. Petitioner shall replace and restore all landscaping and surfaces disturbed during the construction of the driveway and curb-cut to the condition they were in prior to such installation promptly upon completion of the driveway.
4. Maintenance. Petitioner shall maintain all improvements installed by the Petitioner within the Park property 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.

5. Access over **Permit Area 1** is limited to normal sized passenger vehicles, light trucks and delivery vans. Larger/heavier vehicles and delivery trucks are not permitted in Permit Area 1. Use of Permit Area 1 includes access to and from the Permit Area from the public streets over the Canyonview Traffic Aisle.
6. Use of **Permit Area 2** is limited to temporary parking of delivery trucks along the east side of the Traffic Aisle after 9:00 p.m. and before 7:00 a.m. so as not to interfere with Park activities. Use of Permit Area 2 includes access to and from the public streets to the area over the rest of the Canyonview Traffic Aisle.
7. Delivery vehicles shall **NOT** be parked in the 24 Road right-of-way, even temporarily, at any time of the day or night.
8. If the parking lot, curbing, surface, utilities or any other facility is damaged by delivery vehicles or by any other vehicle using Park property to access Baker's Boutique, the Petitioner shall be responsible for the cost of repairs. The City shall be responsible for normal wear and tear of the parking lot and traffic aisle surfaces and regular maintenance thereof.
9. The Petitioner shall at all times keep driveway and curb-cut authorized pursuant to this Permit in good condition and repair and shall not cause or allow the tracking of mud, muck or dirt from her property onto the Canyonview Park surfaces.

The City reserves and retains a perpetual right to utilize all or any portion of the Canyonview Park, including but not limited to the Permit Areas, for any purpose whatsoever, including but not limited to use by the general public. Petitioner shall have no right to exclude anyone from the Permit Area and/or Canyonview Park or to control the use of the Permit Areas or the Park.

The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.

This Permit is limited to access for the owner(s), employees, and business invitees of Baker's Boutique only (or identical retail operations under a different name).

Petitioner shall immediately notify the City of any proposed change of use of the property 726 24 Road.

This Revocable Permit shall be recorded with the Mesa County Clerk and Recorder at the Petitioner's expense.

The Petitioner, for herself and for her successors and assigns, agrees that she 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 Petitioner within the Canyonview Park parking lot, including the removal thereof, or any

other real or personal property of the Petitioner or any other party as a result of the Petitioner's occupancy, possession or use of said property or as a result of any City, County, State, Public Utility or general public activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

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 Petitioner's last known address), peaceably surrender said Permit Areas and, at its own expense, remove any encroachment, including driveway curb-cut, so as to make the Permit Area available for use by the City. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

The Petitioner, for herself and for her successors and assigns, agree that she shall be solely responsible for maintaining and repairing the condition of any and all improvements and/or facilities authorized pursuant to this Permit. The Petitioner shall not install any trees, vegetation or other improvements that create sight distance problems for vehicles or pedestrians using the Canyonview Parking Lot or Traffic Aisle.

This Revocable Permit for access and a driveway curb-cut is conditioned upon execution by the Petitioner of the following agreement, as indicated by Petitioner's signature below:

Indemnity and hold harmless agreement. Petitioner 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,

Dated this 10TH day of JUNE

Stephanie Foris
President of the City Council

ATTEST:
Stephanie Foris
City Clerk



Recommended by:
John P. Antun
Planner

[Signature]
Planning Manager,
Administration Department

Acceptance by the Petitioners:
[Signature]
Callie Ash

AGREEMENT

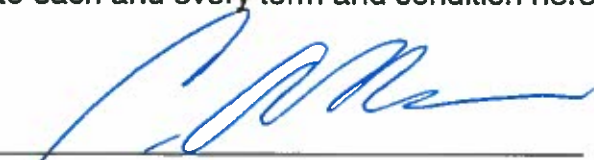
Callie Ash, for herself and for her successors and assigns, does hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit. Furthermore, she shall indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, 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, Callie Ash shall peaceably surrender said permit areas to the City of Grand Junction and, at her sole cost and expense, and shall remove any encroachment so as to make said park areas 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 10th day of June, 2015.

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.

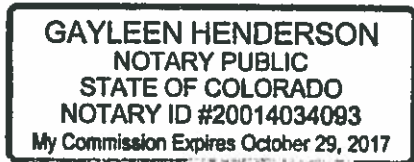


Callie Ash

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 10th day of June, 2015, by Callie Ash.

My Commission expires: October 29, 2017
Witness my hand and official seal.





Notary Public

