

REVOCABLE PERMIT

Recitals.

1. Clearnetworkx, LLC, hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the placement of a network operations cabinet (D1) for fiber optic internet, as approved by the City, within the limits of the following described public rights-of-way on the west side of North 11th Street to wit:

Permit Area:

(See Attached Exhibit)

A 10 foot by 10 foot area situated in Section 14, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado being better described as beginning at a point N02°26'43"W 61.97 from the found 1/4" rod in monument box at the intersection of N 11th Street and Main Street;

Thence N89°51'20"W 10.00 feet;

Thence N00°08'40"E 10.00 feet;

Thence S89°51'20"E 10.00 feet;

Thence S00°08'40"W 10.00 feet to the Point of Beginning. Contains 100 Square Feet more or less as described.

County of Mesa, State of Colorado

BASIS OF BEARINGS:

The bearing between the found 1/4" rod in monument box at the intersection of Main Street and N 11th Street and the found 1 1/2" aluminum cap on 5/8" rebar PLS 38037 in monument box at the intersection of N 10th Street and Main Street bears N89°54'22"W (Mesa County Local Coordinate System, Zone, Grand Valley Area)

The above descriptions prepared by:

Fredrick Adam Bollard
Del-Monte Consultants, Inc.
125 Colorado Avenue
Montrose, Colorado 81401

2. Based on the authority of the City Charter, the Community Development Department, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HIS LAWFUL AUTHORITY, TRENTON PRALL, AS ENGINEERING AND TRANSPORTATION DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of placement of a network operations cabinet for fiber optic internet to be located on the west side of the N 11th Street right-of-way, provided however, that this Permit is conditioned upon the following:

3. The installation, operation, maintenance, repair and replacement of the cabinet and any associated equipment by the Petitioners within the described City 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 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 or within City property.

4. The City, on its behalf and on behalf of the County of Mesa, the State of Colorado and the Public Utilities, hereby reserves and retains a perpetual right to utilize all or any portion of the 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 or no reason.

5. The Petitioners, for themselves and for their successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any adjacent public improvements and/or facilities to be installed by the Petitioners within the limits of the public rights-of-way, (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said open space and utility easement or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

6. The Petitioners agree that they shall at all times keep the above-described public right-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

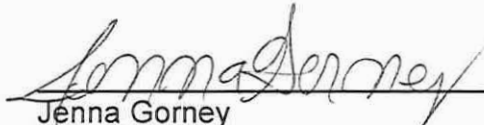
7. This Revocable Permit for placement of a network operations cabinet for fiber optic internet shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' successors and assigns shall save and hold the City of Grand Junction, its officers, 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, and that upon revocation of this Permit by the City the Petitioners shall, at the sole expense and cost of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioners' last known address), peaceably surrender said open space and utility easement and, at their own expense, remove any materials so as to make the described open space and utility easement available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities, or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

8. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of conduit authorized pursuant to this Permit. The Petitioners shall not install any additional item that may create sight distance problems.

9. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 22 day of May, 2025.

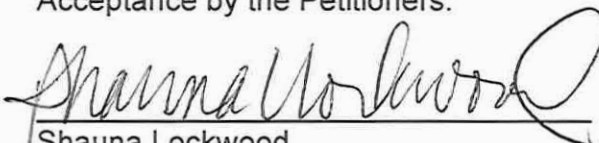
Written by:


Jenna Gorney
Senior Planner

The City of Grand Junction,
a Colorado home rule municipality


Trenton Prall
Engineering and Transportation Director

Acceptance by the Petitioners:


Shauna Lockwood
Title: Authorized Agent, Clearnetworkx, LLC

AGREEMENT

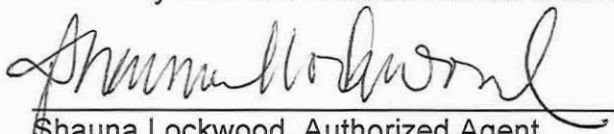
Clearnetworkx LLC, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for placement of a network operations cabinet for fiber optic internet located on the west side of the described right-of-way of N. 11th Street. Furthermore, they 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, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said open space and utility easement 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 16 day of May, 2025.

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.

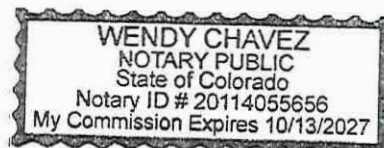

Shauna Lockwood, Authorized Agent
Clearnetworkx, LLC

State of Colorado)
) ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 16th day of May, 2025, by Shauna Lockwood, Authorized Agent, Clearnetworkx, LLC.

My Commission expires: 10/13/2027
Witness my hand and official seal.


Notary Public



LEGEND

○ = FOUND MONUMENT AS NOTED

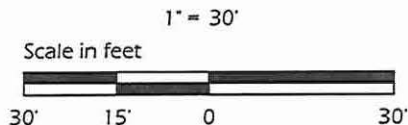


FOUND 1 1/2"
ALUMINUM CAP ON 5/8"
REBAR PLS 38037 IN
MONUMENT BOX

MAIN STREET 100' ROW
(RECEPTION NO. 54332)

BASIS OF BEARINGS
N89°54'22"W 481.05'

FOUND 1/4" ROD
IN MONUMENT BOX



CITY OF GRAND JUNCTION
BLOCK 109
RESURVEY OF SECOND DIVISION

LOT 20
JEFFERY D. & MICHAEL B. MEYERS
PARCEL NO: 2945-144-14-013
1048 MAIN STREET GRAND JUNCTION

LOT 19
BASELINE CAPITAL INVESTMENT LLLP
PARCEL NO: 2945-144-14-014
1062 MAIN STREET GRAND JUNCTION

LOT 18

LOT 17

PERMIT AREA
100 SQ. FT.

N00°08'40"E
10.00'

N89°51'20"W
10.00'

S89°51'20"E
10.00'

S00°08'40"W
10.00'

N 11TH STREET 80' ROW
(RECEPTION NO. 54332)

P.O.C.

TIE: N02°26'43"W 61.97'

This exhibit is for the purposed of graphically
representing a written description. It does not
represent a monumented boundary survey.



Frederick Ballard, P.L.S. 37690

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave., Montrose, CO 81401 (970) 245-3251 www.delmont.com service@delmont.com		PERMIT AREA D1 EXHIBIT		D.M. JOB NO.: 24162
DESIGNED BY: DCC	SCALE: AS NOTED			DATE ISSUED: 2025-05-15
CHECKED BY: FAB	FILE NAME: 24162V_EXHBT	GRAND JUNCTION, CO	CLEARNETWORKX/DEEPLY DIGITAL	SHEET: 1 of 1