

CGR09MAI

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	CGRS, INC.
SUBJECT/PROJECT:	RIGHT OF ENTRY AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND CGRS FOR REPAIR OF PROPERTY IF DAMAGED RELATIVE TO MONITORING WELL IN CITY STORM DRAIN
ADDRESS:	645 MAIN STREET
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	01/01/2018
DESTRUCTION DATE:	01/01/2017

**RIGHT OF ENTRY AGREEMENT**

**645 Main Street  
Grand Junction, Colorado**

The undersigned, who is the fee owner of record (hereinafter referred to as the "Owner"), does hereby consent and grant to CGRS, Inc. (hereinafter referred as "CGRS"), its agents and employees, the right to enter upon the Owner's property located at 645 Main Street, Grand Junction, Colorado, as depicted on Exhibits 1 and 2 attached hereto and incorporated by this reference, and perform activities in association with CGRS Project Number 1-1996-11013aa and all activities reasonably required in connection therewith. The Right of Entry is effective immediately upon the execution of this document and shall continue for a period of 24 months from the date hereof or until sooner revoked by the Owner. The Owner may revoke this right of entry for any or no cause. Revocation shall not subject the Owner to any claim(s) for lost profit, lost opportunity or lost advantage.

This Right of Entry is granted in consideration of the agreement with CGRS to repair the property and any damage to it including the asphalt and/or concrete surface, resulting from CGRS' entry onto and/or use of the property. CGRS agrees that in consideration of Owner granting this Right of Entry, it will restore the property, as much as reasonably possible, to its condition immediately prior to the entry, if the property is damaged as a result of entry and/or use. CGRS shall also appropriately contain and dispose of any and all water and/or debris resulting from the drilling of the monitoring well. CGRS shall not dispose of any water from the monitoring well in the City storm drain; well waters shall be disposed of at an appropriate facility(ies).

CGRS shall take reasonable precautions in locating and identifying all subterranean structures or utilities. CGRS may reasonably rely on project information and information relating to structures and utilities provided by local utility companies and will not be held liable for damages incurred where CGRS has proceeded with reasonable precautions and in reliance upon such information.

Dated this 6 day of August, 2009.

THE CITY OF GRAND JUNCTION, a  
Colorado home rule municipality,

By: Tim Moore  
Tim Moore, Director  
Public Works and Planning Department

Daytime Phone Number (970) 244-1557  
(in case we need to call you concerning the work)

CGRS, INC.

By: Craig S. Mulica  
Craig S. Mulica  
Project Manager/Geologist

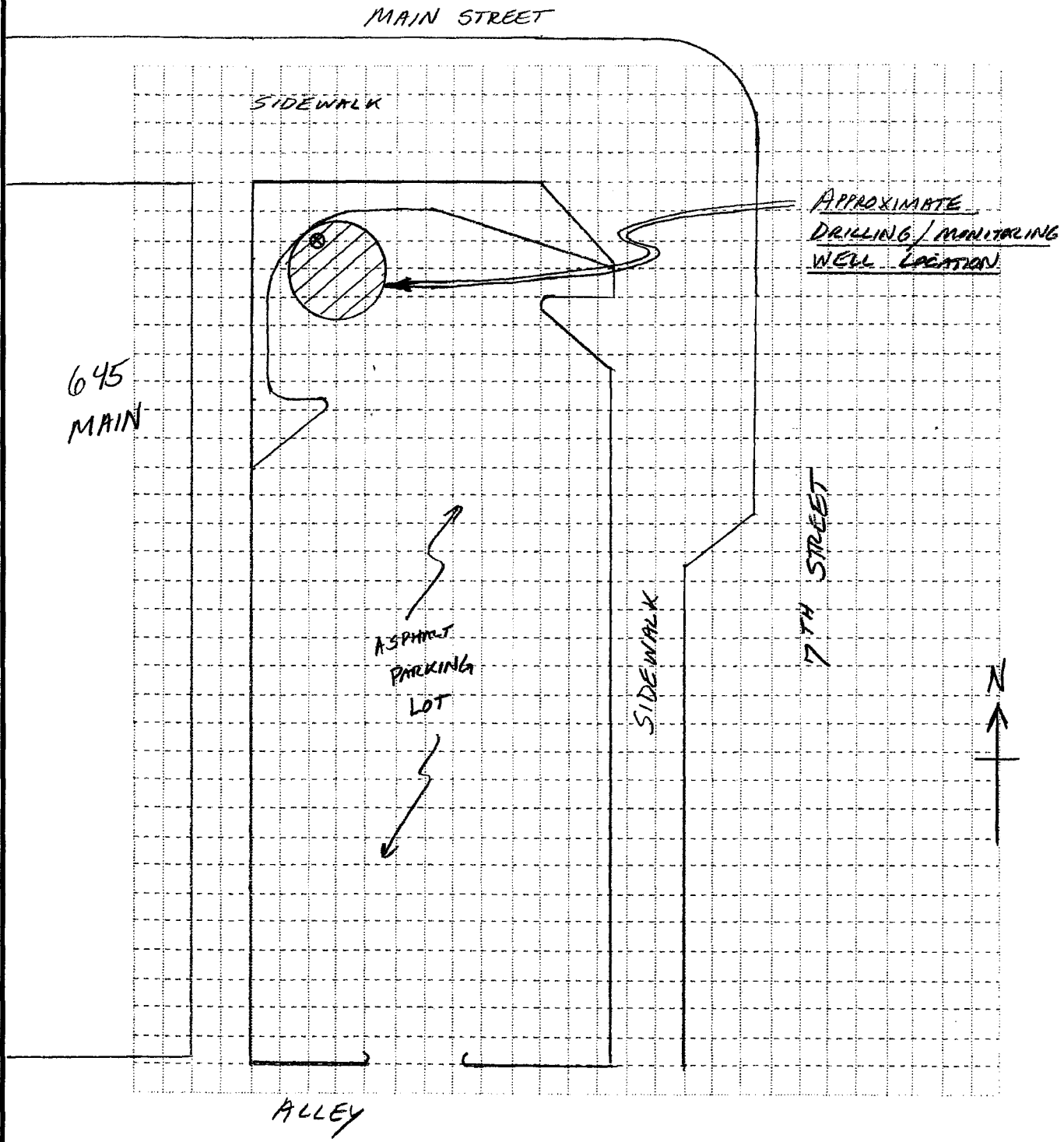
2X1

### Facility Site Plan / Boring & Excavation Map

Site Address: 645 Main Street, Grand Junction, CO

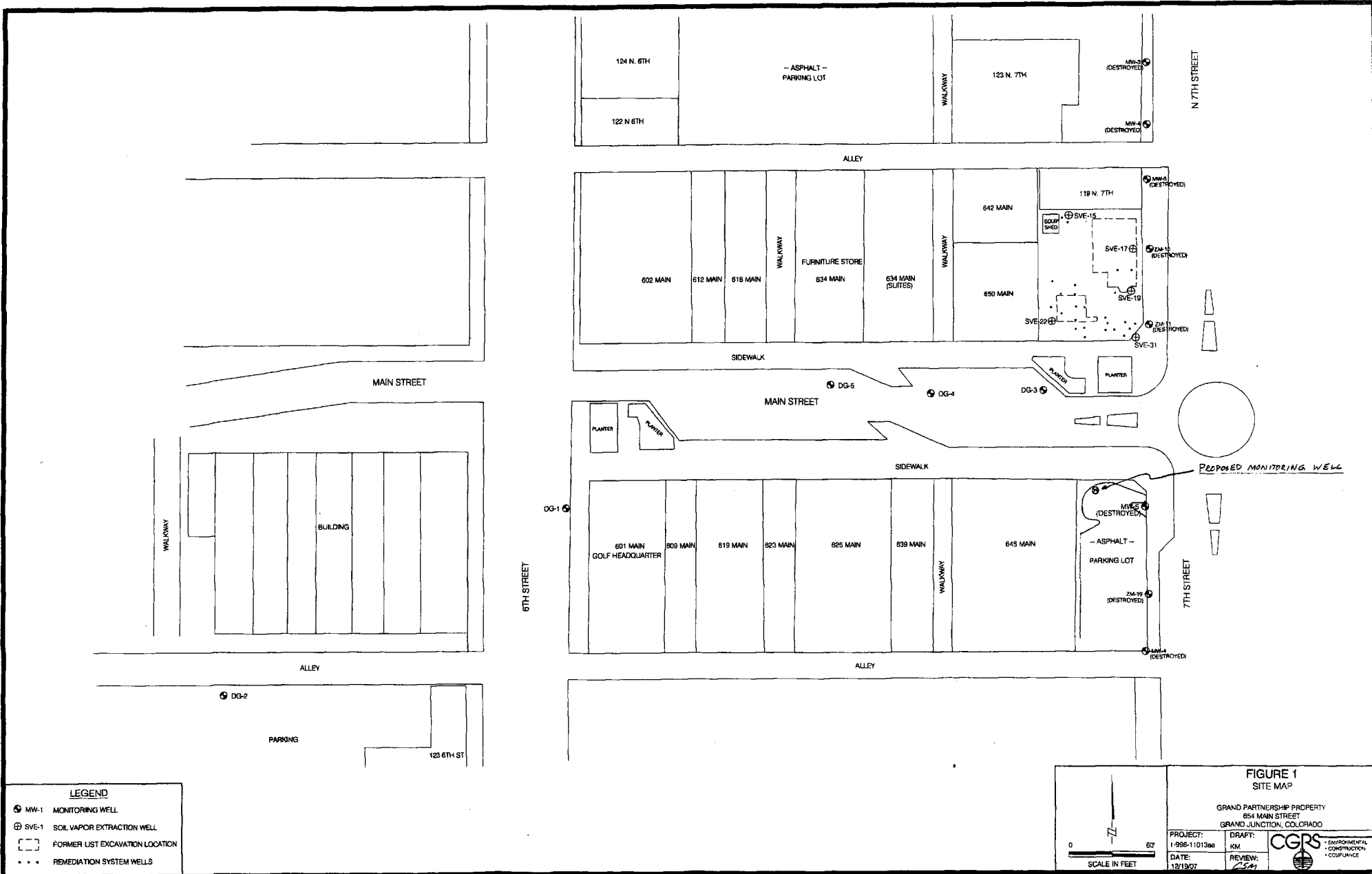
Date Map Drawn: 7/16/09 Map Scale: 1"=20'

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Owner/Operator has reviewed this boring/excavation plan and authorizes CGRS to proceed \_\_\_\_\_

Authorized Representative



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