

REVOCABLE PERMIT

Recitals.

1. *Matt Dible* hereinafter referred to as the Petitioner, has requested the City of Grand Junction issue a Revocable Permit allowing the Petitioner the existing constructed fence. Also, to operate, maintain and repair improvements to said fence, as approved by the City, within the limits of the following described public right-of-way for S. 7<sup>th</sup> Street, to wit:

Permit Area:

*The "right-of-way" area between the existing southern-most building (including walkway area) and S. 7<sup>th</sup> Street, adjacent to the property located at 611 S. 7<sup>th</sup> Street, City of Grand Junction, for sixteen feet east from north building corner of the southern-most building into right-of-way, extending south for twenty four feet to concrete walk and connecting back west to the southern-most building with another sixteen feet, twenty two feet from south corner of southern-most building. (Please see Exhibit A and Exhibit B.)*

2. Based on the authority of the City Charter and § 2.17B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Planning Director, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HER LAWFUL AUTHORITY, LISA COX, AS PLANNING MANAGER, DOES HEREBY ISSUE:

to the above-named Petitioner, a Revocable Permit for the purposes of fencing within the limits of the public right of way described; provided, however that this Permit is conditioned upon the following:

1. The installation, operation, maintenance, repair and replacement of the fence and improvements by the Petitioners within 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 by the City to avoid creating hazardous or dangerous situations. The Petitioner shall avoid damaging public roadways, sidewalks, utilities; presently existing or which may in the future exist in said right-of-way.

2. 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.

3. 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 improvements and/or facilities to be installed by the Petitioners within the limits of the public right-of-way 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 or replacement of public improvements.

4. 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.

5. This Revocable Permit for fencing shall be issued only upon concurrent execution by the Petitioners 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 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 public right-of-way and, at their own expense, remove any encroachment so as to make the described public right-of-way 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, termination, or other ending of this Permit.

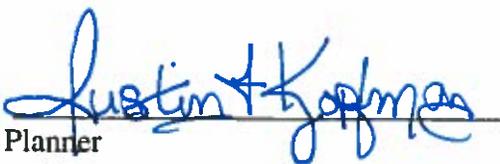
6. The Petitioner, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all issues regarding the maintenance, improvements and/or facilities of the fence pursuant to this Permit. The Petitioners shall not install any trees, vegetation or other improvements that create sight distance problems.

7. 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 15 day of August, 2008.

Written and Recommended by:

The City of Grand Junction,  
A Colorado home rule municipality

  
Planner

  
City of Grand Junction Public Works and Planning  
Planning Manager

Acceptance by the Petitioner:

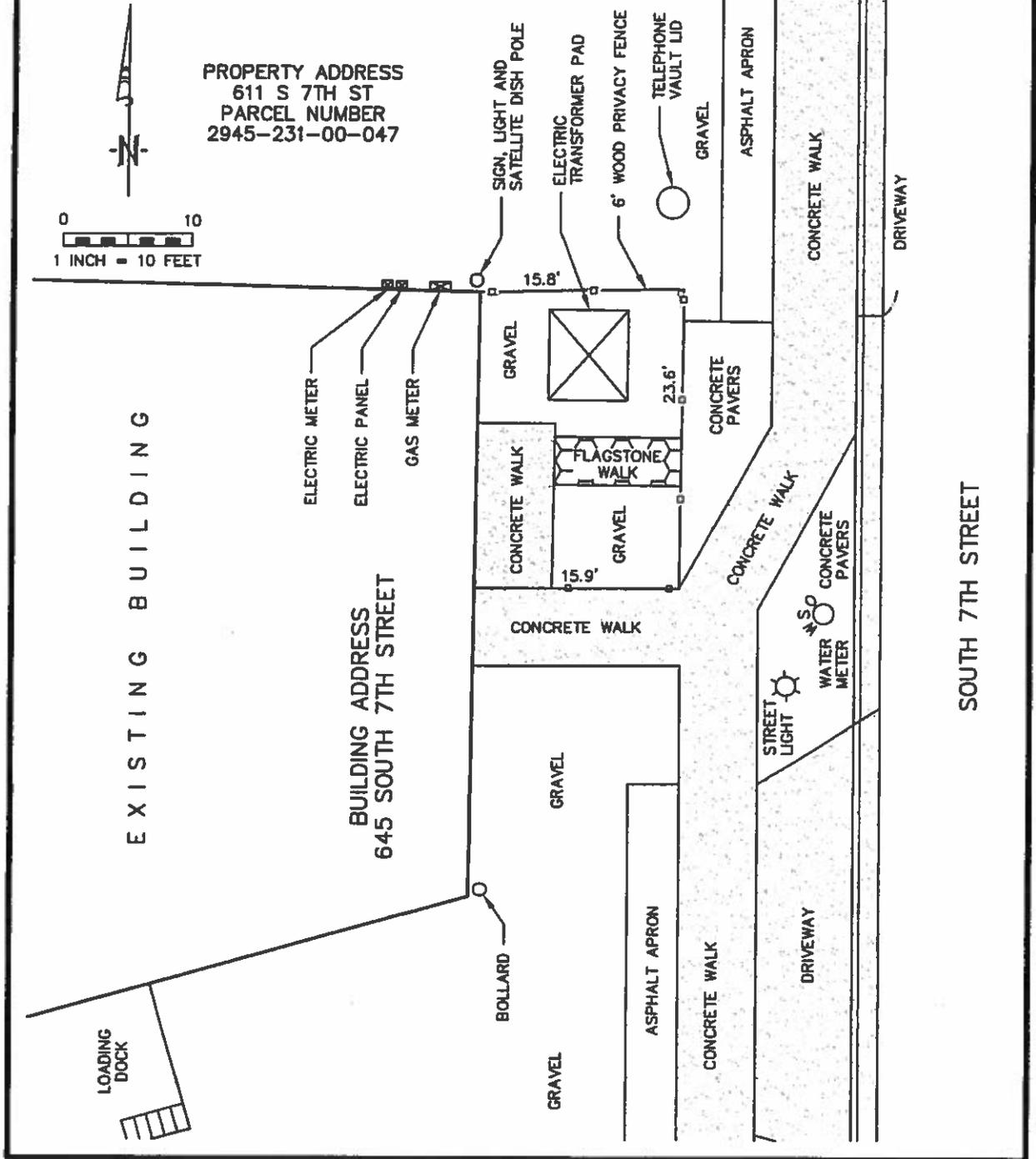
  
Matt Dible

**EXHIBIT A.**



EXHIBIT B.

EXHIBIT - A  
645 SOUTH 7TH STREET  
REVOCABLE ENCROACHMENT LICENSE



**AGREEMENT**

Matt Dible, for himself or for his successors and assigns, does hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for the operation, maintenance, improvements and replacement of the subject fence. Furthermore, he shall indemnify 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 public right-of-way 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 15 day of August, 2008.

By signing, the Signatory represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

  
\_\_\_\_\_  
Matt Dible

State of Colorado            )  
  )ss.  
County of Mesa             )

The foregoing Agreement was acknowledged before me this 15 day of August, 2008, by Matt Dible.

My Commission expires: 10/29/2009  
Witness my hand and official seal.



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