

## REVOCABLE PERMIT

### Recitals.

A. Home Loan State Bank, 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:

Lots 17 to 23 INC Blk 97 Grand Junction and identified by Mesa County Tax Schedule Number 2945-143-10-007.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a monument sign within the following described public right-of-way:

A parcel of land situated in the southwest quarter of Section 14, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado being more particularly described as follows:

Commencing at the City of Grand Junction monument for the southeast corner of Block 97 of the First Division, Resurvey, Town of Grand Junction, being at the intersection of range lines offset 20 feet southerly and 20 feet easterly of the actual block corner whence a similar range line monument referencing the southwest corner of Block 97 bears South 89°59'54" West, a distance of 481.94 feet with all bearings herein relative thereto;

Thence along said range line South 89°59'54" West, a distance of 42.81 feet to the Point of Beginning; Thence departing said range line North 46°52'11" West, a distance of 2.88 feet;

Thence 4.91 feet along the arc of a curve to the right, having a radius of 6.00 feet, a central angle of 46°52'00", and a chord bearing North 23°26'10" West a distance of 4.77 feet;

Thence North 00°00'10" West, a distance of 6.50 feet;

Thence North 89°59'50" East, a distance of 4.00 feet;

Thence South 00°00'10" East, a distance of 12.85 feet to the Point of Beginning.

Containing 43 square feet, more or less. Also see attached Site Sketch.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2012-314 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 21<sup>st</sup> day of SEPTEMBER, 2012.

The City of Grand Junction,  
a Colorado home rule municipality

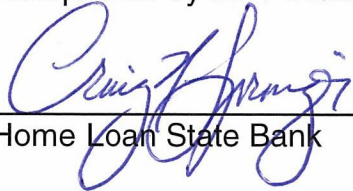
Attest:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Manager



Acceptance by the Petitioner:

  
\_\_\_\_\_  
Home Loan State Bank

**AGREEMENT**

Home Loan State Bank, 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 21<sup>st</sup> day of September, 2012.

Home Loan State Bank

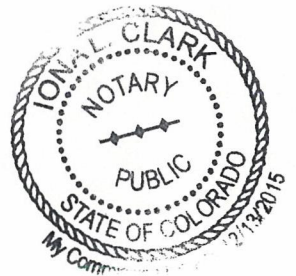
By: Craig N Springer  
Craig N Springer - President

State of Colorado )  
  )ss.  
County of Mesa )

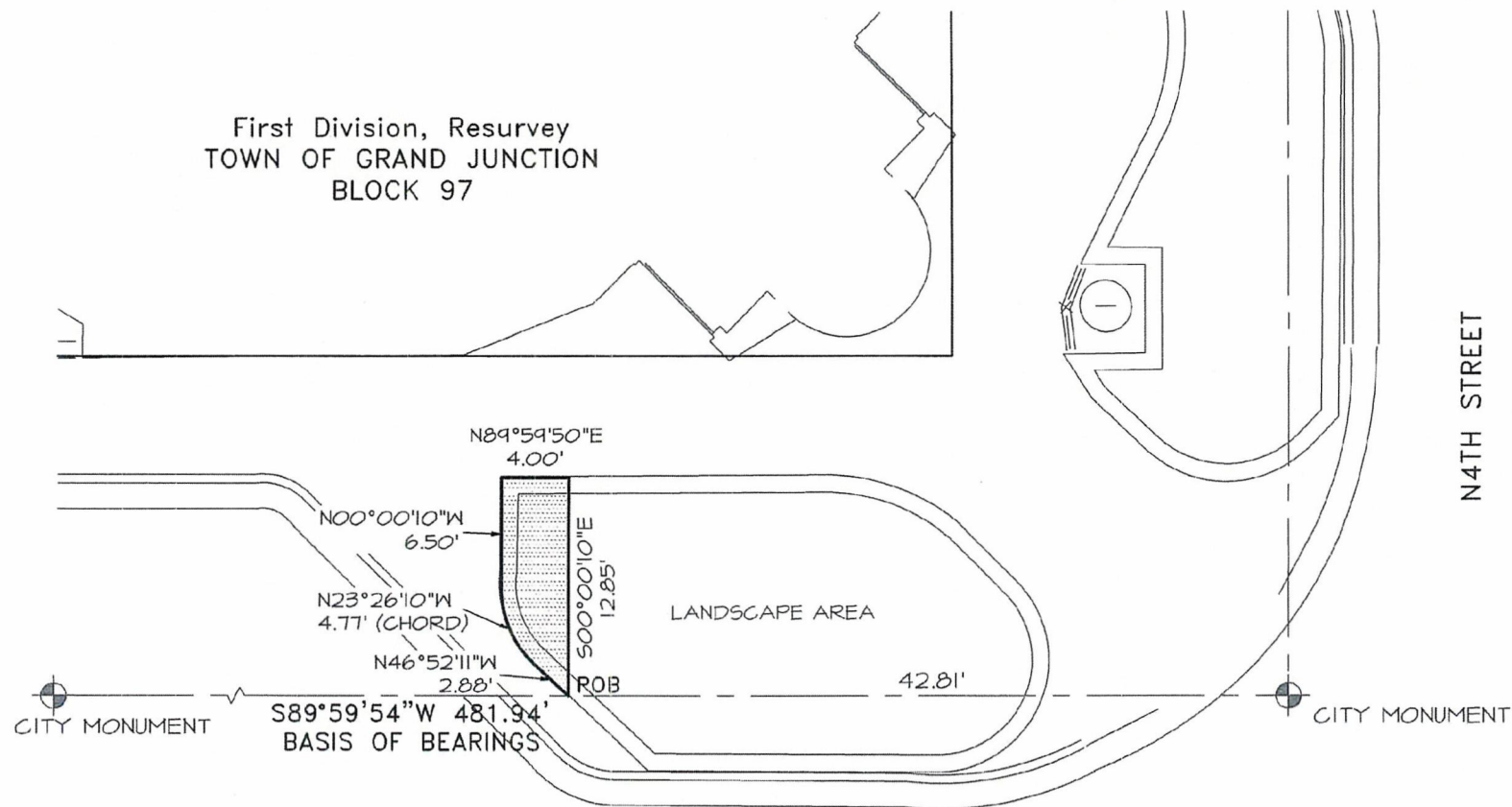
The foregoing Agreement was acknowledged before me this 21<sup>st</sup> day of September, 2012, by Craig N Springer - President of Home Loan State Bank

My Commission expires: 12/13/2015  
Witness my hand and official seal.

Jana S. Clark  
Notary Public



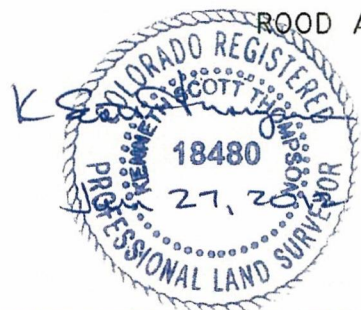
First Division, Resurvey  
TOWN OF GRAND JUNCTION  
BLOCK 97



1" = 10'



0 10



ROOD AVENUE

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

**RIVERCITY**  
CONSULTANTS

744 Horizon Ct.  
Suite 110  
Grand Junction  
CO 81506  
970-241-4722

Drawn: DRE | Checked: KST | Jan 27, 2012  
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