

FAE06PAT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	FIRST AMERICAN EXCHANGE COMPANY, A DELAWARE LIMITED LIABILITY COMPANY MANAGER FOR FAE HOLDINGS 368896R, A UTAH LIMITED LIABILITY COMPANY AND VECTRA BANK COLORADO N.A.
PURPOSE:	RIGHT-OF-WAY TO ALLOW PETIONERS TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE LANDSCAPE AND IRRIGATION IMPROVEMENTS
ADDRESS:	2388 & 2394 PATTERSON ROAD (AKA: 621 RAE LYNN STREET)
PARCEL NO.:	2945-054-05-002 2945-054-12-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

2310837 BK 4131 PG 220-224  
04/07/2006 04:41 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$25.00 SurChg \$1.00

Recitals.

*First American Exchange Company, a Delaware Limited Liability Company, Manager for FAE Holdings 368896R, a Utah Limited Liability Company, and Vectra Bank Colorado, N.A.,* hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain, repair and replace landscape and irrigation improvements, as approved by the City, within the limits of the following described public right-of-way for *Patterson Road*.

**Permit Area:**

*A parcel of land situated in the right-of-way of Patterson Road, in the SE1/4SE1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:*

*Beginning at a point on the south line of Lot 2 of Appleton Kennels Subdivision, whence the Southwest corner of said Lot 2 bears South 89°35'12"West, a distance of 137.38 feet;  
Thence along the south line of said Lot 2 and Lot 2 of Stop 'n Save Subdivision, North 89°35'12" East, a distance of 206.73 feet to a point on a 30.00 foot radius curve concave to the northwest;  
Thence 32.89 feet along the arc of said curve, through a central angle of 62°49'00", with a chord bearing South 57° 34'03"West, a distance of 31.27 feet;  
Thence South 89° 35'51"West, a distance of 180.11 feet;  
Thence North 00°47'45"West, a distance of 16.55 feet to the Point of Beginning.*

*Said Parcel containing 0.076 acres, more or less.*

2. Based on the authority of the Charter and § 2.17B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Community Development Director, 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, BOB BLANCHARD, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of landscape and irrigation 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 landscape and irrigation 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 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.

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 its 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 (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 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 and 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 landscape and irrigation shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' 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 addresses), peaceably surrender said public right-of-way and, at its 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, revocation, termination or other ending of this Permit.

6. The Petitioners, for themselves and for their assigns, agrees that they shall be solely responsible for maintaining and repairing the condition of any and all improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install any improvements that create sight distance problems.

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

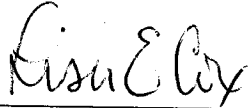
8. Non-recourse as to First American Exchange Company, LLC. Notwithstanding anything to the contrary in this Permit and/or Agreement, and notwithstanding anything to the contrary in any document executed in connection with this Permit/Agreement, the City of Grand Junction, a Colorado home rule municipality, as well as its officers, employees and agents (the "City") do hereby covenant and agree that: (1) the liability of First American Exchange Company, LLC

("FAEC") hereunder shall be limited to its interest in the Property, and neither FAEC nor any members, managers, partners, owners, employees, shareholders, representatives, subsidiaries or affiliates of FAEC shall have any personal liability hereunder, and (2) the City shall not assert any claim (including but without limitation any claim for legal damages or equitable relief) against FAEC or any managers, members, partners, owners, employees, shareholders, representatives, subsidiaries or affiliates of FAEC, whether such claim arises under this Permit and/or Agreement or under any document executed in connection with this Permit/Agreement.

Dated this 19<sup>th</sup> day of January, 2006.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality



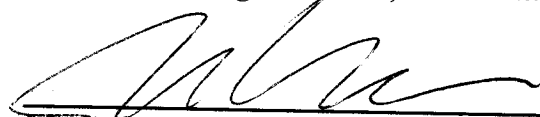
Planner



Community Development Director

Acceptance by the Petitioner:

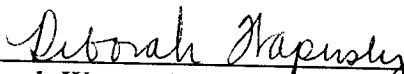
***First American Exchange Company, a Delaware Limited Liability Company, Manager  
for FAE Holdings 368896R, a Utah Limited Liability Company,***



***Michael Anderson, Vice President***

***First American Exchange Company, a Delaware Limited Liability Company***

***Vectra Bank Colorado, N.A.***



***Deborah Wapensky, Chief Financial Officer***

**AGREEMENT**

**First American Exchange Company, a Delaware Limited Liability Company, Manager for FAE Holdings 368896R, a Utah Limited Liability Company, and Vectra Bank Colorado, N.A.**, for themselves and for their assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for landscape and irrigation. 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. Non-recourse as to First American Exchange Company, LLC. Notwithstanding anything to the contrary in this Permit and/or Agreement, and notwithstanding anything to the contrary in any document executed in connection with this Permit/Agreement, the City of Grand Junction, a Colorado home rule municipality, as well as its officers, employees and agents (the "City") do hereby covenant and agree that: (1) the liability of First American Exchange Company, LLC ("FAEC") hereunder shall be limited to its interest in the Property, and neither FAEC nor any members, managers, partners, owners, employees, shareholders, representatives, subsidiaries or affiliates of FAEC shall have any personal liability hereunder, and (2) the City shall not assert any claim (including but without limitation any claim for legal damages or equitable relief) against FAEC or any managers, members, partners, owners, employees, shareholders, representatives, subsidiaries or affiliates of FAEC, whether such claim arises under this Permit and/or Agreement or under any document executed in connection with this Permit/Agreement.

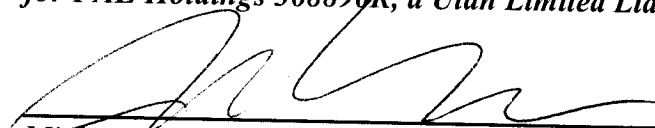
Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction, the County of Mesa, the State of Colorado, the Public Utilities or the general public.

The Permittees acknowledge the existence of good and sufficient consideration for this Agreement.

Dated this 19<sup>th</sup> day of January, 2006.

By signing, the Signatories represents they have full authority to bind the Permittees to each and every term and condition hereof and/or in the Permit.

**First American Exchange Company, a Delaware Limited Liability Company, Manager for FAE Holdings 368896R, a Utah Limited Liability Company,**

  
\_\_\_\_\_

**Michael Anderson, Vice President**  
**First American Exchange Company, a Delaware Limited Liability Company**

State of Utah )  
County of Salt Lake )ss.

The foregoing Agreement was acknowledged before me this 19<sup>th</sup> day of January, 2006, by *First American Exchange Company, a Delaware Limited Liability Company, Manager for FAE Holdings 368896R, a Utah Limited Liability Company.*

My Commission expires: 1-22-09  
Witness my hand and official seal.



Teresa T. Brown  
Notary Public

*Vectra Bank Colorado, N.A.*

Deborah Wapensky  
*Deborah Wapensky, Chief Financial Officer*

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.  
\_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this 27<sup>th</sup> day of January, 2006, by *Deborah Wapensky, Chief Financial Officer for Vectra Bank Colorado, N.A.*

My Commission expires: June 27, 2006  
Witness my hand and official seal.

[Signature]  
Notary Public

