

FUN07BRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	LOREN G. FUNK, FOR FURUKAWA FAIRWAY PINES LLC
PURPOSE:	LOT 7 IRRIGATION IMPROVEMENTS
ADDRESS:	2968 B ROAD (FAIRWAY PINES)
PARCEL NO.:	2943-294-00-144
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

Recitals.

1. Loren G. Funk, for Furukawa Fairway Pines, LLC, 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 irrigation lines, as approved by the City, within the limits of the following described public right-of-way for Metso Court, to wit:

Permit Area:

A ten foot wide strip of land crossing the right-of-way of Metso Court, situated in Fairway Pines Subdivision, City of Grand Junction, County of Mesa, State of Colorado, said strip of land lying five feet each side of the following described centerline:

Beginning at a point on the northerly right-of-way line of Metso Court, whence the southerly corner of Lot 7 bears South 09°35'43" East, a distance of 7.70 feet on the chord; thence South 50°06'59" East, a distance of 68.37 feet to the easterly right-of-way line of Metso Court, the Point of Termination; whence the southwest corner of Lot 10 bears South 02°20'48" West, a distance of 2.30 feet on the chord.

The sidelines of said strip of land shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

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 Public Works & Planning Department 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, TIM MOORE, AS PUBLIC WORKS & PLANNING DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of irrigation lines 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 irrigation lines 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 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 (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 irrigation lines 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 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, revocation, termination or other ending of this Permit.

6. The Petitioners, 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 improvements and/or facilities authorized 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 18th day of May, 2007.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

Ronnie Edwards
Planner

Tam Moe
Public Works & Planning Department Director

Acceptance by the Petitioners:

Loren G. Funk
Loren G. Funk, Furukawa Fairway Pines, LLC

AGREEMENT

Loren G. Funk, for Furukawa Fairway Pines, 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 installation of irrigation lines. 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 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 8th day of May, 2007.

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.

Loren G. Funk
Loren G. Funk, Furukawa Fairway Pines, LLC

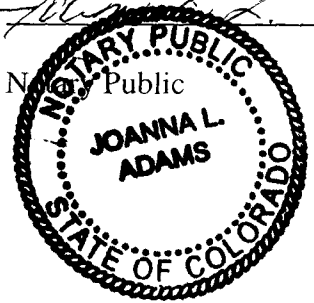
State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 8th day of May 2007, by Loren G. Funk.

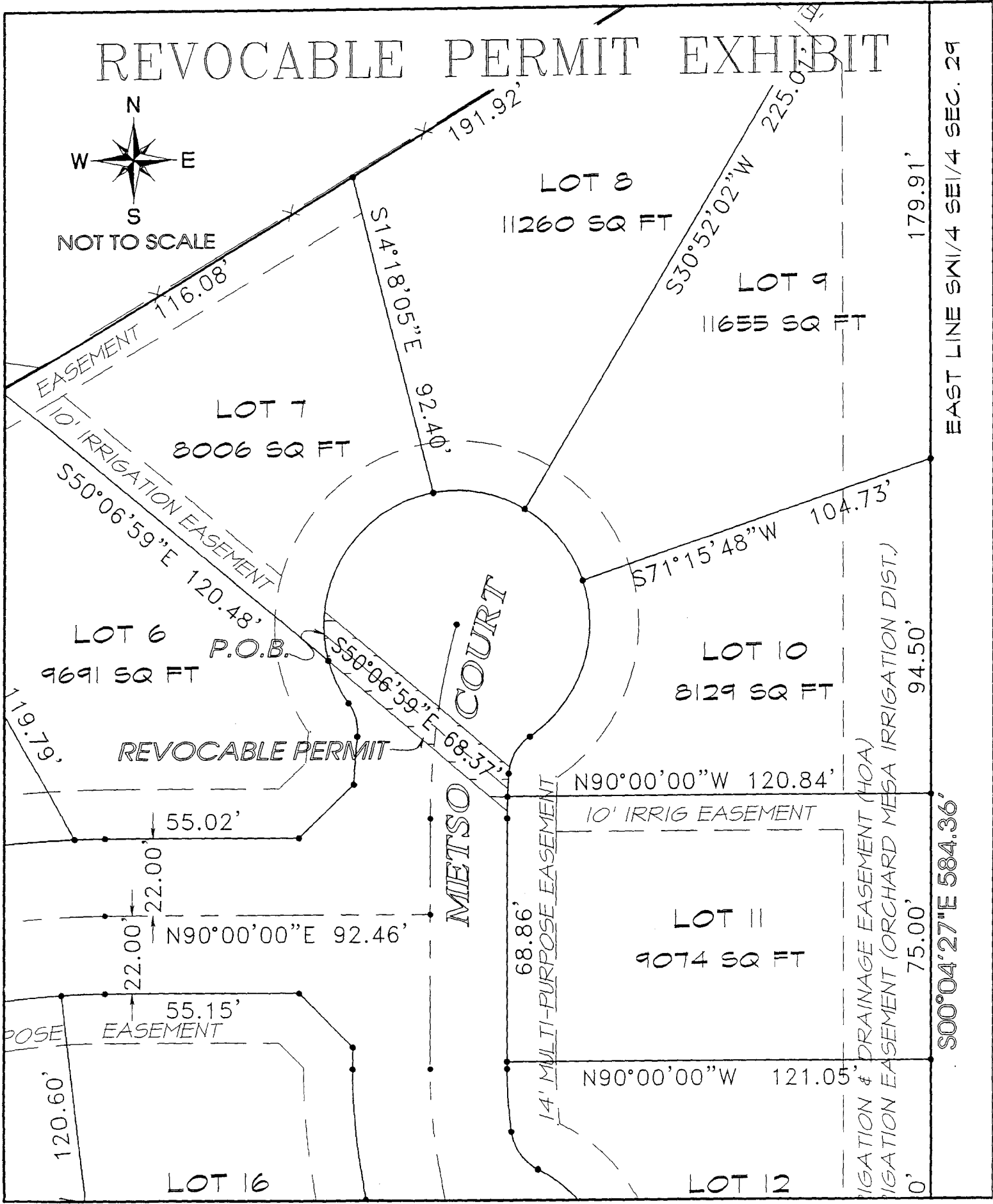
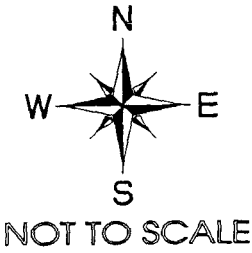
My Commission expires: 8-8-2010

Witness my hand and official seal.

Joanna L. Adams



REVOCABLE PERMIT EXHIBIT



EAST LINE SW1/4 SE1/4 SEC. 29

S00°04'27"E 584.36'

LOT 16

LOT 12

120.60'

55.15' EASEMENT

N90°00'00"E 92.46'

22.00'

55.02'

119.79'

LOT 6
9691 SQ FT

P.O.B.

REVOCABLE PERMIT

S50°06'59"E 120.48'

COURT

METSO

14' MULTI-PURPOSE EASEMENT

68.86'

N90°00'00"W 120.84'

10' IRRIG EASEMENT

LOT 11
9074 SQ FT

N90°00'00"W 121.05'

IGATION & DRAINAGE EASEMENT (HOA)
IGATION EASEMENT (ORCHARD MESA IRRIGATION DIST.)

75.00'

94.50'

S71°15'48"W 104.73'

LOT 10
8129 SQ FT

S30°52'02"W 225.07'

LOT 9
11655 SQ FT

179.91'

LOT 8
11260 SQ FT

S14°18'05"E 92.40'

LOT 7
8006 SQ FT

EASEMENT 116.08'

10' IRRIGATION EASEMENT
S50°06'59"E 120.48'

191.92'