

FUO05748

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **REVOCABLE PERMIT**

NAME OF PROPERTY OWNER OR GRANTOR: FUOCO INVESTMENTS LLC

PURPOSE: RIGHT-OF-WAY TO ALLOW PETITIONERS TO  
INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE LANDSCAPE  
IMPROVEMENTS

ADDRESS: 748 NORTH 1<sup>ST</sup> STREET

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2005

EXPIRATION: NONE

DESTRUCTION: NONE

## REVOCABLE PERMIT

2246905 BK 3869 PG 949-953  
04/06/2005 10:22 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$25.00 SurChg \$1.00

**Recitals.**

1. Fuoco Investments LLC, a Colorado Corporation, hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace landscape improvements, as approved by the City, within the limits of the following described public right-of-way for First Street, Second Street and Hill Avenue, to wit:

**Permit Areas:****Adjacent to First Street:**

A parcel of land in the First Street right-of-way lying west of the west line of Block 34 of the City of Grand Junction according to the plat filed in Book 2, Page 37, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the northwest corner of Lot 1 of said Block 34;  
Thence along the west line of said Lot 1, South 00°01'03" West, a distance of 125.42 feet  
Thence North 89°58'57" West, a distance of 14.00 feet;  
Thence North 00°01'03" East, a distance of 125.42 feet;  
Thence South 89°58'57" East, a distance of 14.00 feet to the Point of Beginning.

Containing 0.040 acres, more or less.

**Adjacent to Second Street:**

That part of Second Street lying between the east line of Block 34 of the City of Grand Junction according to the plat filed in Book 2, Page 37, and the back of the concrete curb line on the west side of Second Street, in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the northeast corner of Lot 12 of said Block 34;  
Thence along the extended east line of said Block 34, North 00°03'26" East, a distance of 21.71 feet;  
Thence North 89°53'42" East, a distance of 21.59 feet;  
Thence along the back of the curb line on the west side of Second Street, South 00°03'17" West, a distance of 147.00 feet to the extended south line of said Lot 12;  
Thence North 89°45'20" West, a distance of 21.59 feet to the southeast corner of said Lot 12;  
Thence North 00°03'26" East, a distance of 125.40 feet to the Point of Beginning.

Containing 0.073 acres, more or less.

**Adjacent to Hill Avenue:**

That part of Hill Avenue lying between the north line of Block 34 of the City of Grand Junction according to the plat filed in Book 2, Page 37, and the back of the concrete curb line on the south side of Hill

Avenue, in the City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the northwest corner of said Block 34;

Thence along the extended west line of said Block 34, North 00°01'03" East, a distance of 20.57 feet;

Thence along the back of the curb line on the south side of Hill Avenue, South 89°55'20" East, a distance of 300.01 feet to the extended east line of said Block 34;

Thence South 00°03'26" West, a distance of 21.46 feet to the northeast corner of said Block 34;

Thence North 89°45'06" West, a distance of 300.00 feet to the Point of Beginning.

Containing 0.145 acres, more or less.

as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

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 Petitioner a Revocable Permit for the purposes of landscaping 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 improvements by the Petitioner 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 Petitioner agrees, for itself and for its assigns, that it 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 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, 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 Petitioner agrees that it 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 landscaping and irrigation shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's 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 expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's 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 Petitioner agrees, for itself and for its assigns, that it shall be solely responsible for maintaining and repairing the condition of any and all plantings, improvements and/or facilities authorized pursuant to this Permit. The Petitioner 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 Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 30<sup>TH</sup> day of MARCH, 2005.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
Planner

  
\_\_\_\_\_  
Community Development Director 4/5/05

Acceptance by the Petitioner:

Fuoco Investments, LLC,  
A Colorado Limited Liability Corporation

  
\_\_\_\_\_  
Robert E. Fuoco, Manager

**AGREEMENT**

Fuoco Investments LLC, a Colorado Corporation for itself and its assigns, does hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for landscaping and irrigation. Furthermore, it 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 its 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 30<sup>th</sup> day of March, 2005.

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.

Fuoco Investments, LLC,  
A Colorado Limited Liability Corporation

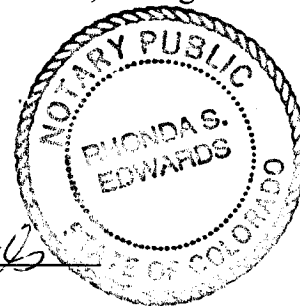
Robert E. Fuoco  
Robert E. Fuoco, Manager

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 30<sup>th</sup> day of March, 2005, by Fuoco Investments, LLC, A Colorado Limited Liability Corporation by Robert E. Fuoco, Manager.

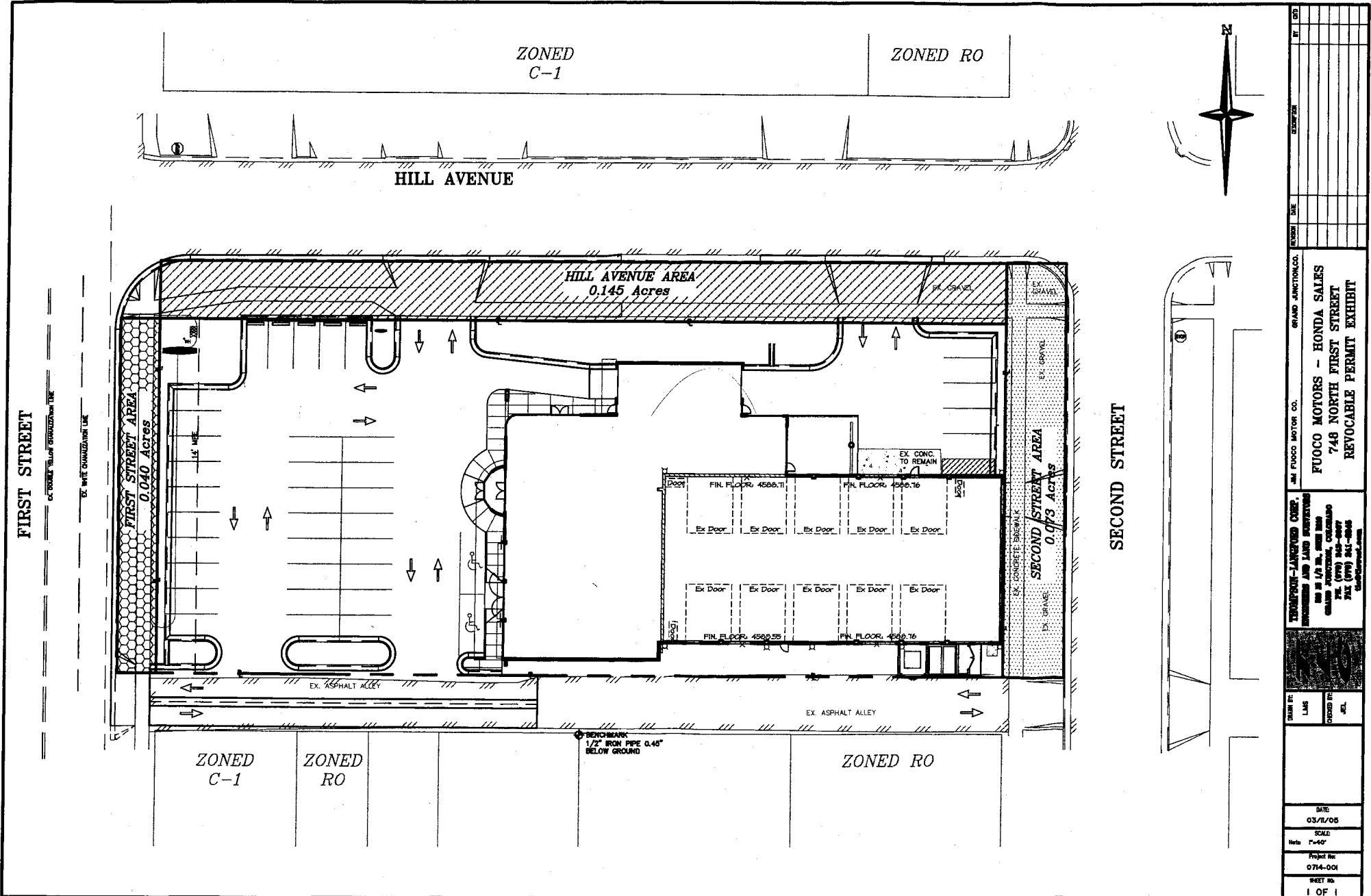
My Commission expires: November 28, 2005  
Witness my hand and official seal.

Rhonda S. Edwards  
Notary Public



# EXHIBIT "A"

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION



DATE	03/11/08
SCALE	1"=40'
PROJECT NO.	0714-001
SHEET NO.	1 OF 1
DRAWN BY	LAG
CHECKED BY	JEL
<p><b>UNIMPROVED-LANDSCAPED CORNER, BUSINESS AND LAND DISTRICTS</b>          80' IN 1/2" IN. SEE PLAN          CHINA JUNCTION, CALIFORNIA          PL. (916) 841-5885          www.fuocomotors.com</p>	
<p>AM FUOCO MOTOR CO.          BRAND JUNCTION, CO.  <b>FUOCO MOTORS - HONDA SALES</b>          748 NORTH FIRST STREET          REVOCABLE PERMIT EXHIBIT</p>	
OWNER	DATE
BY	DATE