

GDP06PIT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	GEORGE E. AND DEBRA L. PREUSS
PURPOSE:	LANDSCAPE IMPROVEMENTS
ADDRESS:	1040 PITKIN AVENUE
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

2333463 BK 4228 PG 744-747
08/18/2006 10:17 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$20.00 SurChg \$1.00

Recitals.

1. George E. and Debra L. Preuss 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 drainage improvements, as approved by the City, within the limits of the following described public right-of-way for Pitkin Avenue , to wit:

Permit Area:

See attached Exhibit "A"

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 HER LAWFUL AUTHORITY, SHERYL TRENT, AS ACTING COMMUNITY DEVELOPMENT DIRECTOR DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of 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, for itself and for its assigns, agree 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 Petitioner 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.

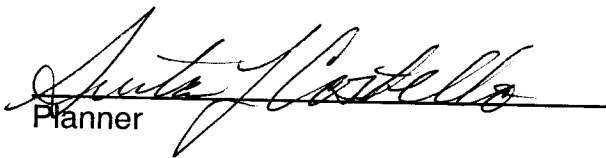
5. This Revocable Permit for irrigation shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, 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 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 Petitioner, for itself and for its assigns, agree 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.

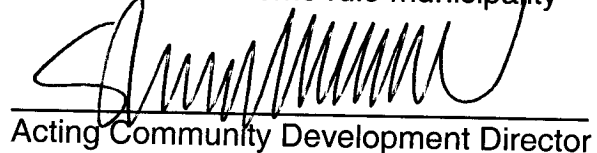
7. This Revocable Permit and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 30th day of JUNE, 2006.

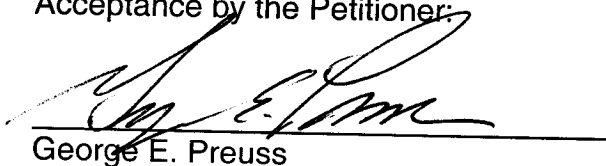
Written and Recommended by:


Planner

The City of Grand Junction,
a Colorado home rule municipality


Acting Community Development Director

Acceptance by the Petitioner:


George E. Preuss

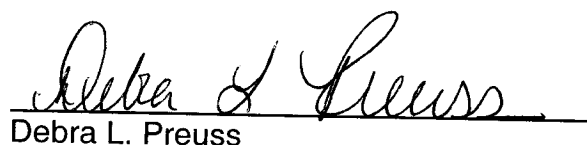
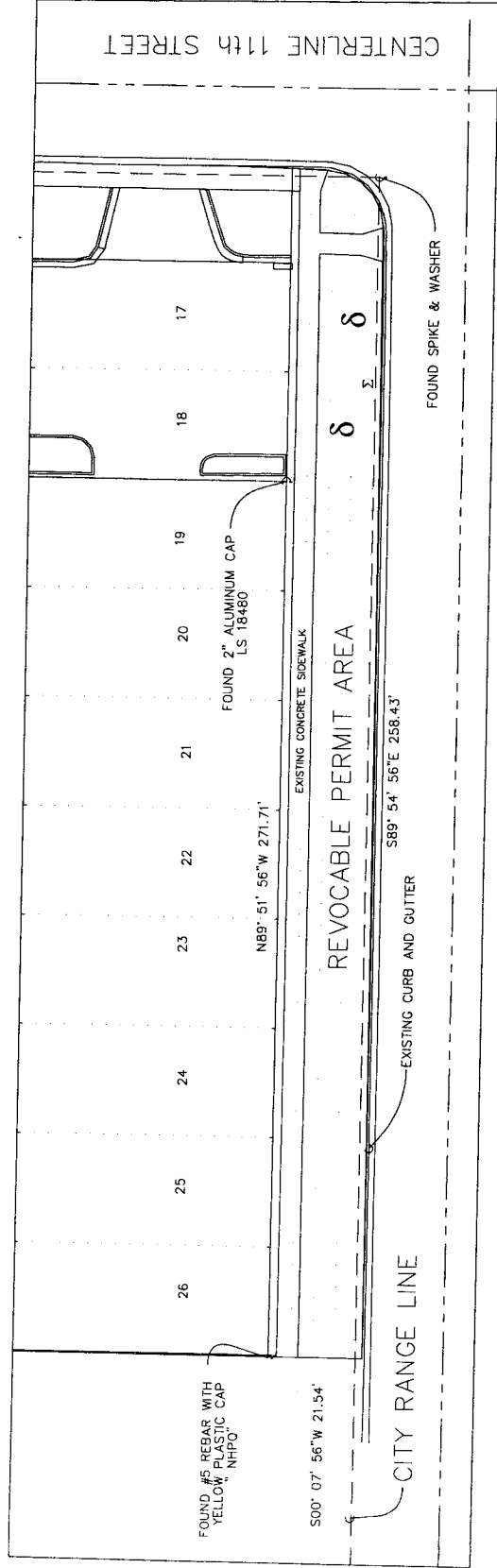

Debra L. Preuss

EXHIBIT "A"

LEGAL DESCRIPTION FOR REVOCABLE PERMIT

A PARCEL OF LAND LOCATED SOUTHERLY OF LOTS 17 THROUGH 26, BLOCK 134, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF SAID LOT 26; THENCE S00° 07' 56"W, A DISTANCE OF 21.54' TO THE BACK OF EXISTING CURB LINE; THENCE ALONG THE BACK OF EXISTING CURB LINE S89° 51' 56"E, A DISTANCE OF 258.43' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH DISTANCE OF 20.30', A RADIUS OF 13.00', WITH A DELTA ANGLE OF 89° 27' 46"; THENCE N02° 08' 20"E, A DISTANCE OF 8.14' TO THE INTERSECTION POINT OF THE EXISTING BACK OF CURB; AND THE PROLONGATION OF THE SOUTHERLY PROPERTY LINE OF LOTS 17 THROUGH 26; THENCE LEAVING THE EXISTING BACK OF CURB, N89° 51' 56"W, A DISTANCE OF 271.71' ALONG THE SOUTHERLY PROPERTY LINES OF LOTS 17 THROUGH 26 TO THE POINT OF BEGINNING.



PREPARED BY

CIMARRON SURVEYING, LLC.
612 ROUND TABLE ROAD
GRAND JUNCTION, CO. 81504

N.T.S.

AGREEMENT

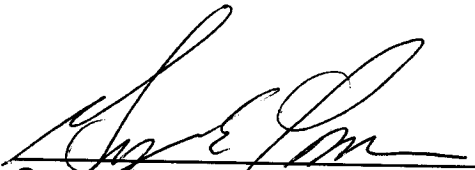
George E. and Debra L. Preuss, for itself for its assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation. Furthermore, it shall indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit.

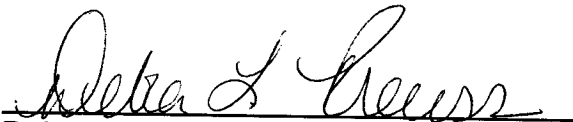
Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction, the County of Mesa, 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 30th day of June, 2006.

By signing, the Signatory represents it has full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.


George E. Preuss


Debra L. Preuss

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 30th day of June, 2006, by George E. and Debra L. Preuss.

My Commission expires: 2-3-09
Witness my hand and official seal.




Notary Public