

MUN06FRO

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	ERASMO MUNIZ AND SANDRA MUNIZ
PURPOSE:	RIGHT-OF-WAY TO ALLOW PETIONER TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE LANDSCAPE IMPROVEMENTS
ADDRESS:	2385 F ROAD (MUNIZ AUTO SALES)
PARCEL NO.:	2945-054-09-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

2312880 BK 4139 PG 722-725  
04/21/2006 11:52 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$20.00 SurChg \$1.00

**REVOCABLE PERMIT**

**Recitals.**

1. Erasmo Muniz and Sandra Muniz, 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 improvements, as approved by the City, within the limits of the following described public right-of-way for which the City owns and has authority, to wit:

Permit Area:

Being a parcel of land fifteen (15.00) feet wide lying in the Right-of-Way of US Highways 6 and I-70 Business Loop within the City of Grand Junction, Mesa County, Colorado; also lying in the southeast one-quarter of Section 5, Township 1 South, Range 1 West of the Ute P.M., being more particularly described as follows:

Beginning at the south corner of Lot 2, FBFW Simple Subdivision, City of Grand Junction, Mesa County, Colorado, recorded among the records of Mesa County at Reception Number 2068864 in Plat Book 19, Page 85;

Thence S 33°26'15" W a distance of 15.00';

Thence N 56°33'45" W a distance of 108.44';

Thence N 42°18'33" W a distance of 46.51' to a point of curvature;

Thence along a curve to the right, having a chord which bears N 21°22'25" W, a distance of 136.28', a radius of 190.70', a delta of 41°52'16", and an arc length of 139.36';

Thence N 89°33'43" E a distance of 15.00' to the northwest corner of said Lot 2;

Thence along the southwest line of Said Lot 2, and along the northeasterly R.O.W. line of Highway I-70 Business Loop, for the following three (3) courses:

1. Along a curve to the left, having a chord bearing S 21°22'25" E a distance of 125.56', a radius of 175.70', a delta of 41°52'16", and a length of 128.40 to a point of tangency;
2. Thence S 42°18'33" E along said tangent line a distance of 44.63';
3. Thence S 56°33'45" E a distance of 106.56' to the Point of Beginning.

Parcel contains 4,304 square feet (0.099) acres, more or less.

2. Based on the authority of the Charter and § 2.17.B 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, SHERYL TRENT, AS ACTING COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

To the above-named Petitioners 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 Petitioners within the public right-of-way as authorized pursuant to this Permit shall be performed with due care 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, 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, 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 plantings, improvements and/or facilities authorized pursuant to this Permit.  
→ installed or constructed by Petitioners *SNW*
5. This Revocable Permit for landscaping and irrigation 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, 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. 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 plantings, improvements and/or facilities <sup>installed or constructed by Petitioners</sup> authorized pursuant to this Permit. The Petitioners shall not install any trees, vegetation or other improvements that create sight distance problems. *Light*

7. This Revocable Permit and the following Agreement shall be recorded by the City in the office of the Mesa County Clerk and Recorder.

Dated this 24<sup>th</sup> day of March, 2006

Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

*Pat Lent*  
Planner

*Pat Lent for*  
Community Development Director

Acceptance by the Petitioners:

*Erasmus Muniz*  
Erasmus Muniz

*Sandra Muniz*  
Sandra Muniz

**AGREEMENT**

Erasmus Muniz and Sandra Muniz 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 landscaping 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.

Within thirty (30) days of revocation of said Permit, Petitioners shall peaceably surrender said public right-of-way to the City of Grand Junction.

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

Dated this 24<sup>th</sup> day of March, 2006.

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

Erasmus Muniz                      Sandra Muniz  
Erasmus Muniz                      Sandra Muniz

State of Colorado    )  
  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 24<sup>th</sup> day of March, 2006 by Erasmus Muniz and Sandra Muniz.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

Patricia L. Cookson  
Notary Public

