

OMR08H50

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	ORCHARD MESA RETAIL CENTER
PURPOSE:	LANDSCAPE IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY FOR FRONTAGE ROAD
ADDRESS:	2770 HIGHWAY 50
PARCEL NO.:	2945-254-00-015
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## REVOCABLE PERMIT

### Recitals.

1. New Regatta 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 landscape improvements, as approved by the City, within the limits of the following described public right-of-way for Frontage Road (Hwy.50) and B ½ Road, to wit:

#### Permit Area:

Frontage Road (Hwy.50):

A Revocable Permit Easement being part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 1 West, in the Ute Meridian, City of Grand Junction, Mesa County Colorado, more particularly as follows:

That tract of land south of OMRC Subdivision and north of edge of asphalt on Frontage Road (Highway 50).

B ½ Road:

A Revocable Permit Easement being part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 1 West, in the Ute Meridian, City of Grand Junction, Mesa County Colorado, more particularly as follows:

That tract of land south of edge of asphalt on B ½ Road and north of OMRC Subdivision.

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 Planning Manager, 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, LISA COX, AS PLANNING MANAGER, 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 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 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, 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 plantings, 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.

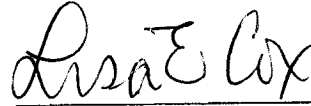
Dated this 23<sup>RD</sup> day of JANUARY, 2008

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality



Planner



Planning Manager

Acceptance by the Petitioners:

  
Donald P. Cook, Manager  
New Regatta LLC

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**AGREEMENT**


New Regatta 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 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, 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 16<sup>th</sup> day of JANUARY, 2008.

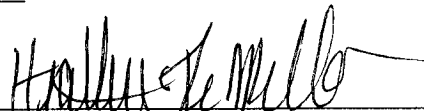
By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

  
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Donald P. Cook, Manager  
New Regatta LLC

State of Colorado )  
)ss.  
County of Arapahoe

The foregoing Agreement was acknowledged before me this 16 day of January, 2008, by Donald P. Cook, Manager for New Regatta LLC.  
*Ch. 2 - Chapter 2 - King*

My Commission expires: 10/2/10  
Witness my hand and official seal.

  
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Notary Public

