

PRK07HNS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	30 ROAD LLC., ALAN PARKERSON
PURPOSE:	HAWK'S NEST SUBDIVISION
ADDRESS:	157 30 ROAD
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

REVOCABLE PERMIT

Recitals.

1. 30 Road, LLC – Alan Parkerson, Manager 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 landscaping improvements, as approved by the City, within the limits of the following described public right-of-way for 30 Road and B Road , to wit:

Permit Area:

A strip of land for a revocable permit situate in the E 1/2 of Section 32, Township 1 South, Range 1 East of the Ute meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the E 1/16 corner of said Section 32, the basis of bearing being N89°36'25"E along the north line of said E 1/2 to the northeast corner of said Section 32; thence N89°36'25"E a distance of 688.50 feet; thence S00°00'11"E a distance of 21.87 feet to a point in the right-of-way of B Road and the point of beginning; thence N75°57'50"E a distance of 50.50 feet; thence N89°42'41"E a distance of 201.83 feet; thence N89°51'44"E a distance of 157.10 feet; thence S89°24'34"E a distance of 172.74 feet; thence S64°47'52"E a distance of 27.83 feet; thence S33°58'09"E a distance of 23.91 feet; thence S00°07'46"W a distance of 234.68 feet; thence S00°17'18"W a distance of 204.62 feet; thence S00°01'00"E a distance of 310.73 feet; thence S00°12'55"E a distance of 205.04 feet; thence S00°13'32"W a distance of 106.75 feet; thence S00°06'51"E a distance of 203.58 feet; thence S00°27'28"E a distance of 93.35 feet; thence S14°02'10"W a distance of 42.22 feet; thence S90°00'00"W a distance of 8.00 feet to the easterly line of Hawks Nest Subdivision, Filing One; thence N00°00'20"W a distance of 1391.87 feet along said subdivision; thence N45°11'57"W a distance of 33.31 feet along said subdivision; thence S89°36'25"W a distance of 577.22 feet along said subdivision; thence N00°00'11"W a distance of 8.13 feet to the point of beginning. Said strip contains 0.82 acres more or less.

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 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 11th day of July, 2007.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality


Planner


Planning Manager

Acceptance by the Petitioner:


30 Road, LLC – Alan Parkerson - Manager

AGREEMENT

30 Road, LLC – Alan Parkerson - Manager, 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 11th day of July, 2007.

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

Alan Parkerson
30 Road, LLC – Alan Parkerson - Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 11th day of July, 2007, by 30 Road, LLC – Alan Parkerson - Manager.

My Commission expires: 8-2-07
Witness my hand and official seal.

Laura L Hartman
Notary Public

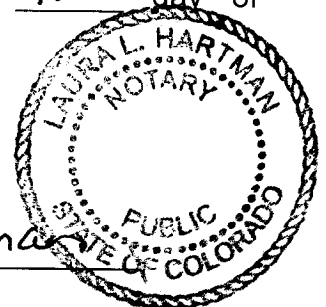
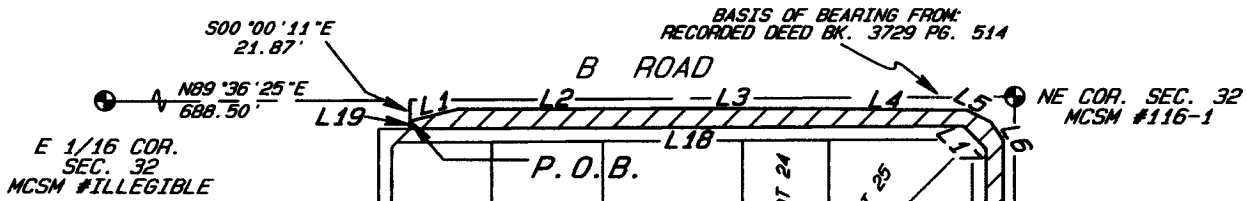


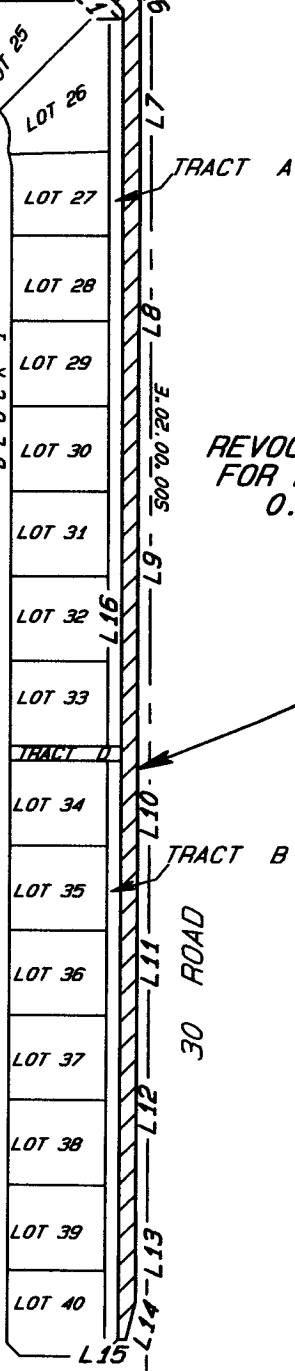
EXHIBIT A



LINE	BEARING	DISTANCE
L1	N75°57'50"E	50.50'
L2	N89°42'41"E	201.83'
L3	N89°51'44"E	157.10'
L4	S89°24'34"E	172.74'
L5	S64°47'52"E	27.83'
L6	S33°58'09"E	23.91'
L7	S00°07'46"W	234.68'
L8	S00°17'18"W	204.62'
L9	S00°01'00"E	310.73'
L10	S00°12'55"E	205.04'
L11	S00°13'32"W	106.75'
L12	S00°06'51"E	203.58'
L13	S00°27'28"E	93.35'
L14	S14°02'10"W	42.22'
L15	S90°00'00"W	8.00'
L16	N00°00'20"W	1391.87'
L17	N45°11'57"W	33.31'
L18	S89°36'25"W	577.22'
L19	N00°00'11"W	8.13'

HAWKS NEST SUBDIVISION, FILING ONE

BLOCK 1



REVOCABLE PERMIT FOR LANDSCAPING 0.82 ACRES



SCALE 1" = 200'

D H SURVEYS, INC.
970-245-8749
JOB #58-04-27

PRAIRIE HAWK WAY

E 1/4 COR. SEC. 32 MCSM #125-1