

RKK06JAS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	ROBERT AND KAREN KELLY
PURPOSE:	LANDSCAPE IMPROVEMENTS
ADDRESS:	713 JASMINE LANE AND IVANHOE WAY
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

Recitals

1. Robert and Karen Kelly hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install a retaining wall at the corner of Jasmine Lane and Ivanhoe Way, address location 713 Jasmine Lane, within the limits of the following described public right-of-way, to wit:

Permit Area:

The North four (4.00) feet of Ivanhoe Way as it adjoins Lot 6, Block 9 of Sunset Terrace Replat, the plat of which is recorded at Reception No. 705128 of the Mesa County records, in the City of Grand Junction, Mesa County, Colorado.

Containing 485 square feet (0.011 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 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, KATHERINE PORTNER, AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of construction of a retaining wall 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 a retaining wall 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 28th day of August, 2006.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality




Planner




Assistant Community Development Director

Acceptance by the Petitioner:



Robert & Karen Kelly
713 Jasmine Lane
Grand Junction CO, 81506



AGREEMENT

Robert and Karen Kelly, 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 25 day of August, 2006.

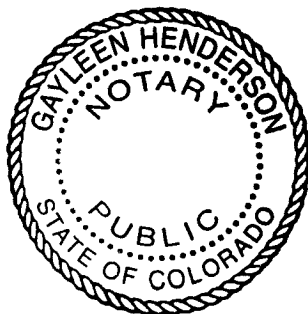
By signing, the Signator represents it has full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

Robert and Karen Kelly
Robert and Karen Kelly

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 28th day of August, 2006, by Robert and Karen Kelly.

My Commission expires: 10/29/2009
Witness my hand and official seal.



Gayleen Henderson
Notary Public

REVOCABLE PERMIT EXHIBIT A

RECEIVED

JUL 26

COMMUNITY DEVELOPMENT
DEPT.

LOT 6 BLOCK 9
KELLY
2701-353-14-006

REVOCABLE PERMIT PARCEL
NORTH 4' OF IVANHOE WAY
485 SQ FT (0.011 ACRES)
121.20 FEET

2620 G ROAD FILING 2

4.00 FEET

4.00 FEET

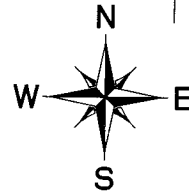
121.20 FEET
EXISTING WALL

IVANHOE WAY

50' R.O.W.
OWNER: CITY OF GRAND JUNCTION
250 N 5TH STREET
GRAND JUNCTION, CO 81501

JASMINE LANE

LOT 1 BLOCK 4



NOT TO SCALE



This exhibit is a graphical representation of a written description, and is provided for information only. It is not to be relied upon for boundary or title matters. It is not intended to be a legal document and does not replace, correct or supersede the attached easement description.