

UNA06B34

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	UNAWEEP, LLC.
PURPOSE:	LANDSCAPE IMPROVEMENTS
ADDRESS:	UNAWEEP HEIGHTS FILING 3-LOT 6, BLOCK 2 2861 B ¾ ROAD & 2870 VICTORIA
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

Recitals.

1. Unawep, 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 irrigation facility improvements, as approved by the City, within the limits of the following described public right-of-way for Silvertip Way, to wit:

Permit Area:

A parcel of land situated in the northeast quarter of Section 30, Township 1 South, Range 1 East of the Ute Meridian, being a part of Unawep Heights Filing 3, as platted and recorded in Book 4217 Page 261-262 of the records of the Mesa County Clerk and Recorder, said property being more particularly described as follows:

Commencing at the southwest corner of Lot 6 Block 2 of Unawep Heights Filing 3;

Thence along the west line of said Lot 6 North 00°01'25" West, a distance of 13.40 feet to the Point of Beginning;

Thence along said west line South 00°01'25" East, a distance of 10.00 feet;

Thence North 89°53'18" West, a distance of 44.00 feet to the east line of Lot 10 Block 3 of Unawep Heights Filing 3;

Thence along said line North 00°01'25" West, a distance of 10.00 feet;

Thence South 89°53'18" East, a distance of 44.00 feet to the Point of Beginning.

Containing 440 square feet 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 IT'S LAWFUL AUTHORITY, COMMUNITY DEVELOPMENT DEPATMENT, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of irrigation facilities 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 irrigation facility 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 irrigation facilities 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 irrigation facility 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 2 day of August, 2006

The City of Grand Junction,
a Colorado home rule municipality

Written and Recommended by:

Pat Cant 8/2/04
Planner Date

Acceptance by the Petitioners:

Alan Vankerson, Mayor 7/27/06
(Name 1) Date

AGREEMENT

Unawep, 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 27 day of July, 2006.

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.

Arian Parkerson, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 27th day of July, 2006 by Arian Parkerson

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

Laura L. Hartman

Notary Public

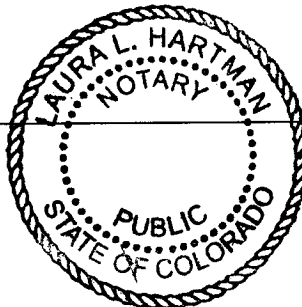


EXHIBIT A

REVOCABLE PERMIT DESCRIPTION

A parcel of land situated in the northeast quarter of Section 30, Township 1 South, Range 1 East of the Ute Meridian, being a part of UnawEEP Heights Filing 3, as platted and recorded in Book ____ at Page ____ of the records of the Mesa County Clerk and Recorder, said property being more particularly described as follows:

Commencing at the southwest corner of Lot 6 Block 2 of UnawEEP Heights Filing 3;

Thence along the west line of said Lot 6 North 00°01'25" West, a distance of 13.40 feet to the Point of Beginning;

Thence along said west line South 00°01'25" East, a distance of 10.00 feet;

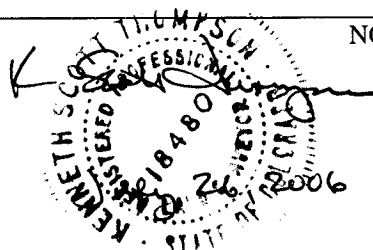
Thence North 89°53'18" West, a distance of 44.00 feet to the east line of Lot 10 Block 3 of UnawEEP Heights Filing 3;

Thence along said line North 00°01'25" West, a distance of 10.00 feet;

Thence South 89°53'18" East, a distance of 44.00 feet to the Point of Beginning.

Containing 440 square feet more or less.

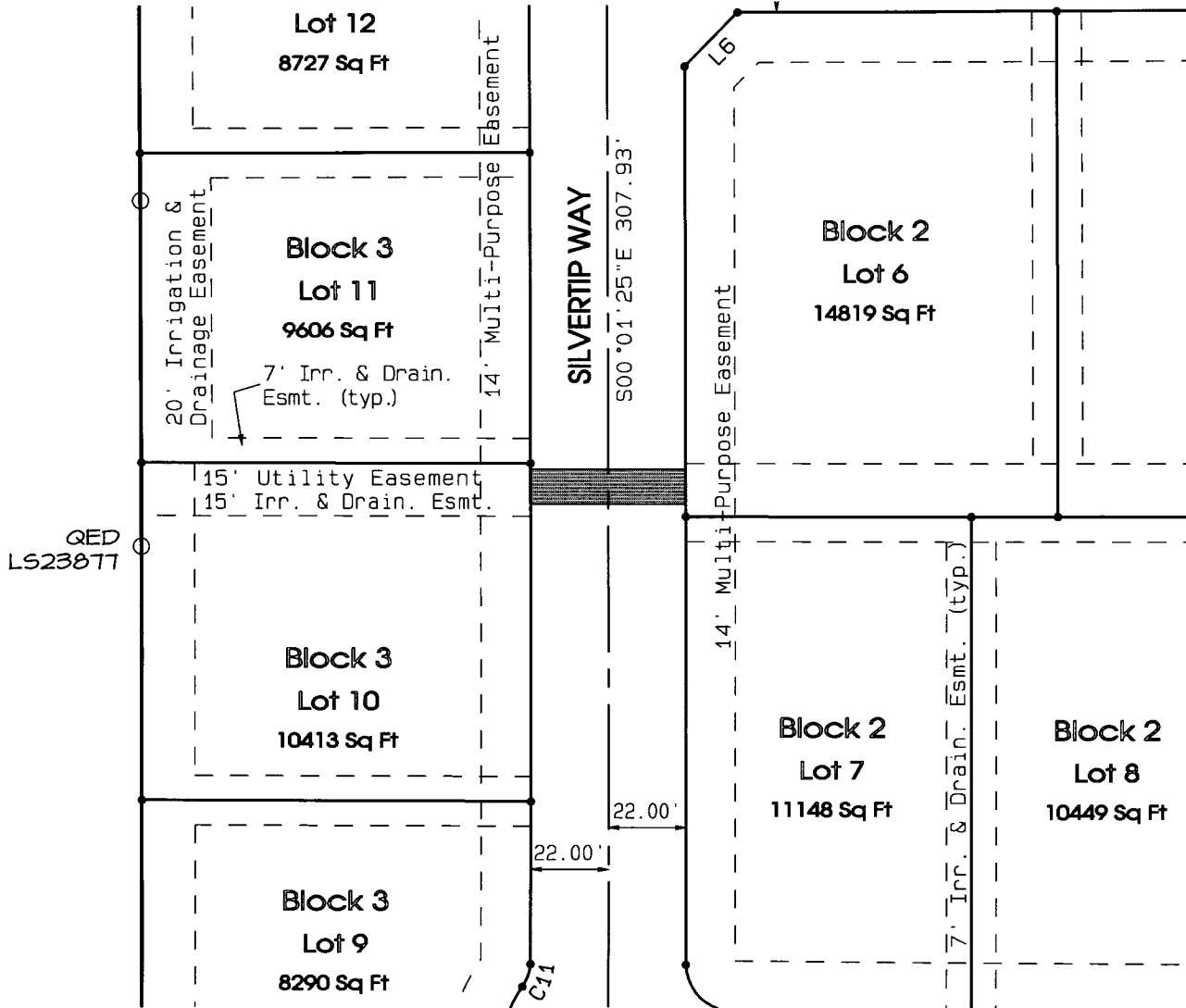
This description was prepared by:
Kenneth Scott Thompson
Colorado P.L.S. 18480
529 25 1/2 Road, Suite 210
Grand Junction, Colorado



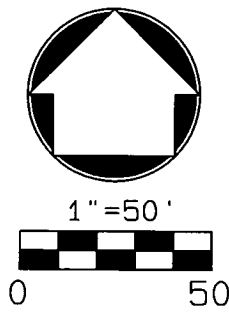
NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an embossed seal indicates this document is not the original.

EXHIBIT B

REVOCABLE PERMIT
UNAWEEP HEIGHTS



K. Scott
 KENNETH SCOTT
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF COLORADO
 18480
 2/26/06



This exhibit is for the purpose of graphically representing a written description. IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY! 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.

THOMPSON-LANGFORD CORP. 529 25 1/2 ROAD - B-210 Grand Junction CO 81505	UNAWEEP LLC		
	S:\Survey\0437 UnawEEP\ -006 F3\UH PH 3 PLAT.pro	Date: Jul 26, 2006	
	Drawn: bkb	Checked: kst	