

REVOCABLE PERMIT**Recitals.**

1. Redlands Investment Properties, 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 for a retaining wall, as approved by the City, within the limits of the following described public right-of-way for Hacienda Street, to wit:

Permit Area:

The Basis of Bearing is the westerly line of the SW $\frac{1}{4}$, NW $\frac{1}{4}$, of Section 8, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado. Considering the westerly line to bear North $00^{\circ} 03' 12''$ East with all bearing contained herein relative there to:

Commencing at the South $\frac{1}{16}$ Corner of Section 8, as shown by the plat of "South Rim Hollow Subdivision" as recorded in the Mesa County Clerk and Recorder's Office as Reception No. 2732578,
thence N $45^{\circ} 41' 33''$ E a distance of 869.00 feet to the Point of Beginning,
thence S $89^{\circ} 11' 27''$ E a distance of 30.50 feet,
thence N $00^{\circ} 48' 33''$ E a distance of 1.50 feet,
thence N $89^{\circ} 11' 27''$ West a distance of 30.51 feet,
thence S $89^{\circ} 58' 40''$ W a distance of 35.50 feet,
thence S $00^{\circ} 01' 20''$ E a distance of 1.50 feet,
thence N $89^{\circ} 58' 40''$ E a distance of 35.50 feet to the Point of Beginning,
containing 99.00 square feet more or less.

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Community Development Division, 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, GREG MOBERG, AS DEVELOPMENT SERVICES MANAGER, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of a landscaping 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 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.

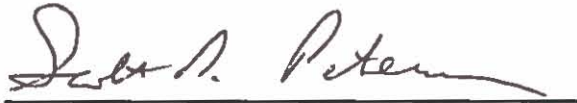
5. This Revocable Permit for a landscaping retaining wall shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, 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 13TH day of JANUARY, 2016.

Written and Recommended by:



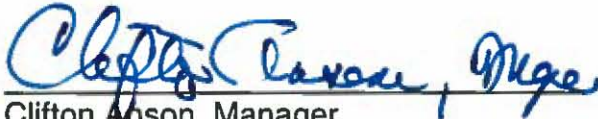
Planner

The City of Grand Junction,
a Colorado home rule municipality



Development Services Manager,
Community Development Division

Acceptance by the Petitioners:

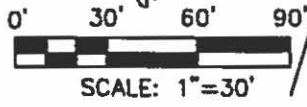
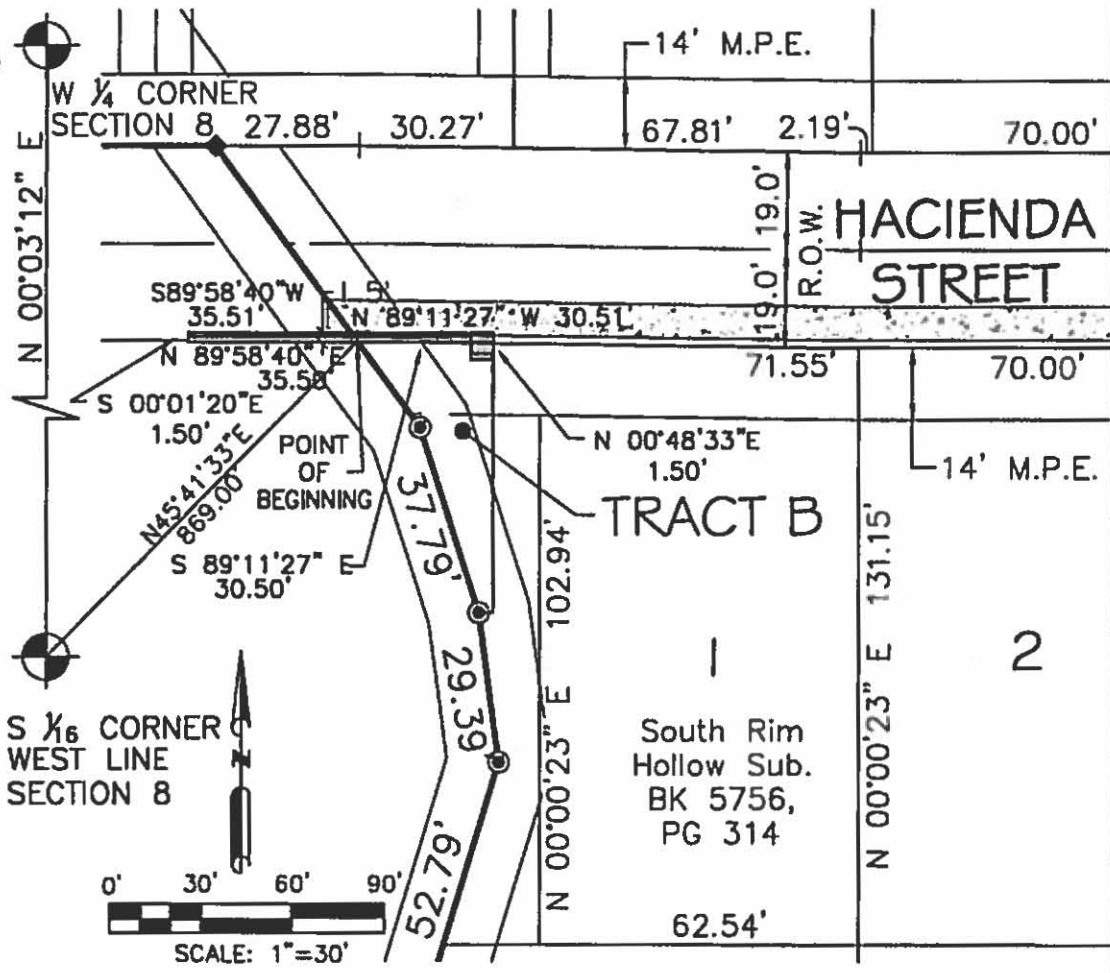


Clifton Anson, Manager

Redlands Investment Properties, LLC

REVOCABLE PERMIT

Basis of Bearings



BASIS OF BEARINGS

The Basis of Bearings for this exhibit is the westerly line of SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 8, T 1 S, R 1 W, of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado. Said line bears North 00°03'12" East.

LEGAL DESCRIPTION

Commencing at the South $\frac{1}{8}$ Corner of Sec 8 as shown by that plat of "South Rim Hollow Subdivision" as recorded in the Mesa County Clerk and Recorder's Office as Reception No. 2732578, thence N45°41'33"E 869.00', to the Point of Beginning, thence S89°11'27"E 30.50', thence N00°48'33"E 1.5', thence N89°11'27"W 30.51', thence S89°58'40"W 35.51', thence S00°01'20"E 1.50', thence N89°58'40"E 35.5' to the Point of Beginning, containing 99.0 s.f. more or less.



DRAWING NUMBER 1 OF 1	ENGINEER	RLA	REVOCABLE PERMIT FOR RETAINING WALL NO. 1 REDLANDS INVESTMENT PROPERTIES, LLC SOUTH RIM HOLLOW SUB. GRAND JUNCTION, COLORADO	 ATKINS AND ASSOCIATES, INC. 518 28 Road, Suite B-105 Grand Junction, Colorado 81501 P 970.245.9630 F 970.245.2356
	DRAFTING	JES		
	DATE	1/4/16		
	JOB NO.	14001E		