

REVOCABLE PERMIT

Recitals.

A. Two R & D LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

PINNACLE RIDGE PROPERTY LEGAL DESCRIPTION

A parcel of land situated in the W ½ NW ¼ of Section 21, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being described as follows:

The south 10 acres of the NW ¼ NW ¼ and the SW ¼ NW ¼ of said Section 21.

EXCEPTING THEREFROM: Lots 1-9, Block 3 and the adjoining dedicated right-of-way know as Spur Drive and Lot 2, Block 2, Energy Center Subdivision, Phase I as platted and recorded in Plat Book 8 at Page 55 with a Reception Number 644620 of the Mesa County records.

Said parcels contains 45.11 +/- acres, more or less, as described.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install a Center Median that would include Landscaping and Subdivision Monument Signage within the following described public right-of-way as identified on Exhibit A:

A strip of land situate in the NW 1/4 SW 1/4 of Section 21, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the W 1/4 corner of said Section 21;
the basis of bearing is S89°43'25"E along the north line of said NW 1/4 SW 1/4;
thence S43°02'49"E a distance of 72.33 feet to the point of beginning;
thence N63°50'42"E a distance of 30.94 feet;
thence along the arc of a curve to the left 33.52 feet, having a central angle of 13°47'00" and a radius of 139.33 feet the chord of which bears N56°12'39"E a distance of 33.44 feet;
thence along the arc of a curve to the right 16.08 feet, having a central angle of 179°51'16" and a radius of 5.12 feet the chord of which bears S40°45'13"E a distance of 10.12 feet;
thence along the arc of a curve to the right 35.00 feet, having a central angle of 14°29'27" and a radius of 138.39 feet the chord of which bears S56°25'09"W a distance of 34.91 feet;
thence S63°50'37"W a distance of 32.05 feet;

thence along the arc of a curve to the right 16.08 feet, having a central angle of 184°22'37" and a radius of 5.00 feet the chord of which bears N72°13'48"W a distance of 14.20 feet to the point of beginning.

Said parcel contains 745 square feet more or less.

These descriptions were written by:
Michael W. Drissel PLS
118 Ouray Ave.
Grand Junction, CO. 81501

C. Relying on the information supplied by the Petitioner and contained in File No. SUB-2017-271 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of 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 to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.

2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed 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 reason.

3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any 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 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 in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's 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 Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution 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.

7. Permittee shall obtain all applicable Planning Clearance's from City Planning and Mesa County Building Department.

Dated this 8th day of March, 2018, 2017.

The City of Grand Junction,
a Colorado home rule municipality

Attest:
W Wukelmen
City Clerk

[Signature]
City Manager

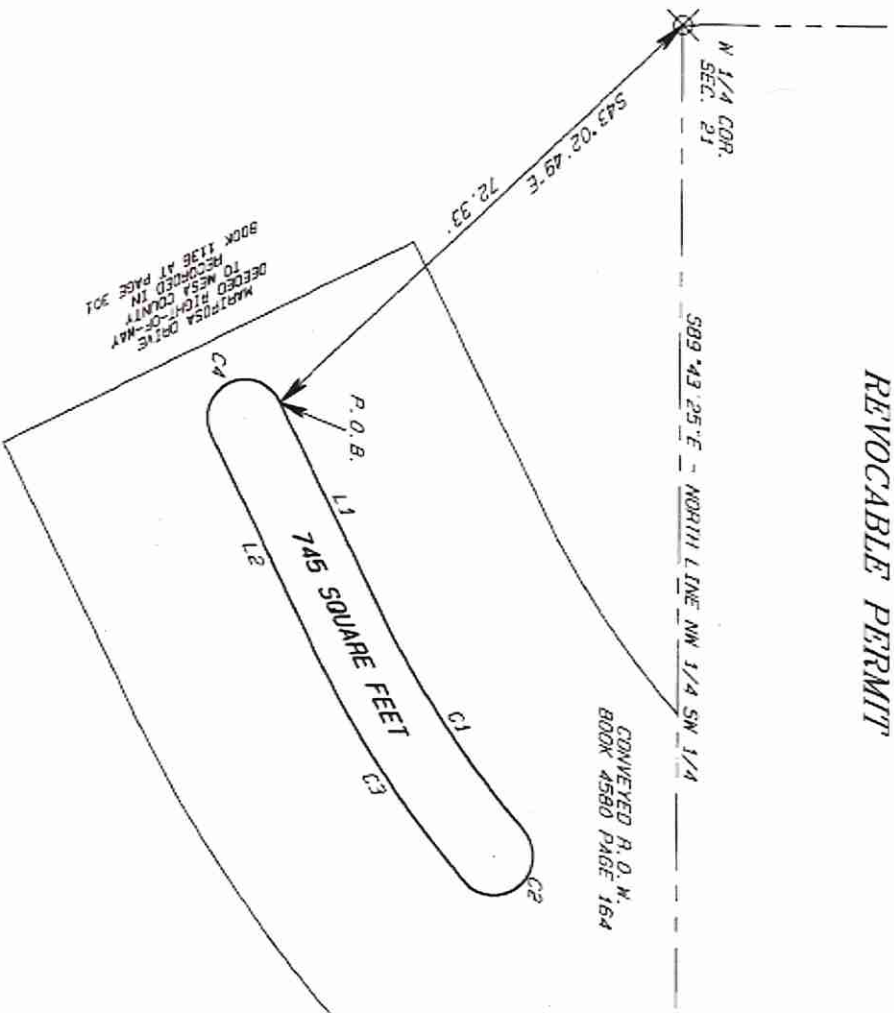


Acceptance by the Petitioner:

[Signature]
Two R & D LLC
Robert W. Jones II, Managing Member

EXHIBIT A

REVOCABLE PERMIT



L/C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
L1	13°47'00"	30.94'	139.33'	33.44'	N63°50'42"E
C1	179°51'16"	16.08'	5.12'	10.24'	S40°45'13"E
C2	14°29'27"	35.00'	138.39'	34.91'	S56°25'09"W
L2	184°22'37"	16.08'	5.08'	16.20'	N72°13'48"W
C4					



SCALE 1" = 20'
LINEAR UNITS - FEET
P.O.B. - POINT OF BEGINNING



D H SURVEYS, INC.
970-245-8749
JOB #129-04-03

AGREEMENT

Two R & D LLC, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

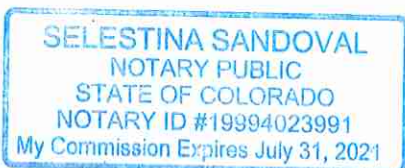
Dated this 8TH day of MARCH, 2017. 2018


Two R & D LLC
Robert W. Jones II, Managing Member

State of Colorado)
) ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 8th day of March, 2017, by Robert W. Jones II, Managing Member, Two R & D LLC.
2018

My Commission expires: July 31, 2021
Witness my hand and official seal.




Notary Public