

REVOCABLE PERMIT**Recitals.**

1. BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager, hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner to utilize a City owned storage building for the purposes of placement, maintenance and operation of irrigation monitoring and fertilization equipment and irrigation pump as approved by the City, within the limits of the following described public property, to wit:

Permit Area:

A parcel of land situated in Lot 2 of The Ridges Minor Subdivision (Mesa County Reception Number 1656386), located in the southeast quarter of the northeast quarter of Section 20, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the corner common to Lot 2 and Lot 1 of said The Ridges Minor Subdivision and Ridges Boulevard;

Thence along the common line of said Lot 2 and said Lot 1 South 32°45'00" East, a distance of 34.22 feet;

Thence continuing along said common line South 73°40'00" East, a distance of 85.57 feet;

Thence continuing along said common line South 16°20'00" West, a distance of 22.43 feet;

Thence continuing along said common line South 73°40'00" East, a distance of 67.75 feet;

Thence departing said line and along the westerly line of the platted drainage easement as shown on said The Ridges Minor Subdivision South 30°30'49" West, a distance of 128.91 feet to the southerly line of said Lot 2;

Thence along said southerly line North 73°36'40" West, a distance of 131.16 feet;

Thence continuing along said southerly line 86.50 feet along the arc of a curve to the right having a radius of 55.07 feet, a central angle of 90°00'00" and a chord which bears North 28°36'40" West, a distance of 77.88 feet;

Thence continuing along the westerly boundary of said Lot 2 123.03 feet along the arc of a curve to the right having a radius of 190.00 feet, a central angle of 37°06'05" and a chord which bears North 34°56'22" East, a distance of 120.89 feet to the Point of Beginning. Containing 27684 square feet more or less.

More specifically described within the Pump house building as:

Wall mounted controller 20"H x 9"D x 18"W	North wall under catwalk to pump control panels
Injection Pump 18"H x 24"L x 18"W	East wall on existing shelf
1000 gal. product storage tank 64"D x 79"H	NE corner
1100 gal. secondary containment 87"D x 51"H	NE corner
Secondary product storage 55 gallon drum	NE corner adjacent to primary tank

All injection lines to be run along floor away from foot traffic areas.

Installation of 2" pipe in east wall to allow delivery trucks to deliver product to storage tank.

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 HIS LAWFUL AUTHORITY, LISA COX, AS PLANNING MANAGER DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of placement of irrigation monitoring and fertilization equipment and irrigation pump within a City owned storage building within the limits of public property 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 property 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 property.

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 property 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 property (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 property 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. Petitioner is responsible for compliance with all applicable laws governing the application, storage, use and transport of fertilizer, chemicals and related materials and shall hold harmless and indemnify the City for any cause of action arising out of the application, storage, use or transport of fertilizer, chemicals and related materials.

5. The Petitioner agrees that it shall at all times keep the above described public property and the facilities authorized pursuant to this Permit in good condition and repair.

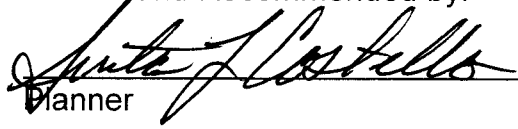
6. This Revocable Permit for the purposes of placement of irrigation monitoring and fertilization equipment and irrigation pump within a City owned storage building shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's assigns shall 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 property and, at their own expense, remove any encroachment so as to make the described public property 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.

7. 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.

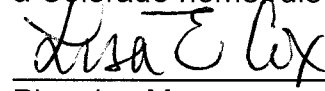
8. This Revocable Permit and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 10th day of July, 2008.

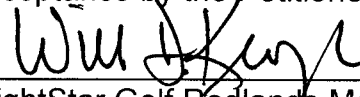
Written and Recommended by:


Planner

The City of Grand Junction,
a Colorado home rule municipality


Planning Manager

Acceptance by the Petitioner:


BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company
By: William D. Keogh, Manager

AGREEMENT


BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, 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 the purposes of placement of irrigation monitoring and fertilization equipment and irrigation pump within a City owned storage building. 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 property to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public property 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 10 day of July, 2008.

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


BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company
By: William D. Keogh, Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2008, by BrightStar Golf Redlands Mesa LLC, a Delaware limited liability company - William D. Keogh, Manager

My Commission expires: _____
Witness my hand and official seal.

Notary Public

ACKNOWLEDGMENT

State of California
County of SAN DIEGO)

On JULY 10, 2008 before me, Pamela S Montoya, notary
(insert name and title of the officer)

personally appeared William D. Keogh, manager,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela S Montoya (Seal)

