

REVOCABLE PERMIT

Recitals.

1. David Eddy, hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace landscape improvements, as approved by the City, within the limits of the following described public right-of-way for Highway 6 & 50, to wit:

Permit Area:

A parcel of land in the SE1/4NE1/4 Section 26, T1S, R1W, UM, Mesa County, Colorado: commencing at the NE1/16 corner of said Section 26; thence S89°48'00"E 459.10 feet along the north line of the NE1/4 of said Section 26; thence south 184.21 feet to the POB; thence south 5.52 feet to a point on the north right-of-way for Highway 50; thence N64°53'00"W 99.40 feet; thence north 5.52 feet; thence S64°53'00"E 99.40 feet more or less to the POB, consisting of 497 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 Public Works and Planning 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, THE PUBLIC WORKS AND PLANNING DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of landscaping and irrigation 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 himself and for his 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 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 he 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 landscaping and irrigation shall be issued only upon 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 expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public right-of-way and, at his 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 himself and for his 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 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 5 day of May, 2008.

Written and Recommended by:
municipality

The City of Grand Junction,
a Colorado home rule

Ronnie Edwards

Planner

Public Works and Planning Director

Acceptance by the Petitioner:

David Eddy

David Eddy

AGREEMENT

David Eddy, for himself and for his 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, he 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. Upon revocation of said Permit, property owner will be required to relocate the existing landscaping in conformance with current Zoning and Development Code.

The Permittee acknowledges the existence of good and sufficient consideration for this Agreement.

Dated this 5 day of May, 2008.

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

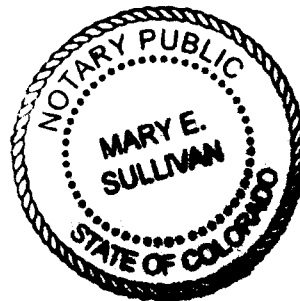
David Eddy
David Eddy

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 5th day of May, 2008, by David Eddy.

My Commission expires: 3-12-12
Witness my hand and official seal.

Mary E. Sullivan
Notary Public



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(BASIS OF BEARING)

NE 1/16 CORNER
SECTION 26
T1S, R1W UTE MER.

S 89°48'00" E 459.10' B 3/4 ROAD

EXCEPTION BOOK 789 PAGE 106
S 89°48'00" E 90.00'

58.11 E 112.85'
00.00.00 N

PARCEL
2945-261-00-033
REC. # 2252736

20'
10'

154.21'

S 00°00'00" E 159.73'

5.52'

5.00'

S 64°53'00" E 99.40'
R.O.W. DEDICATION
N 64°53'00" W 99.40'

U. S. HIGHWAY 50

5.52'

P.O.B.

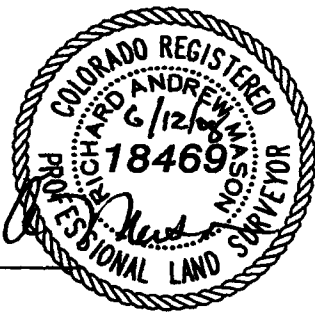
BEARINGS ARE BASED ON THE NORTH LINE
OF THE SE1/4, NE1/4 OF SECTION 26,
T1S, R1W OF THE UTE MERIDIAN.
SAID LINE BEARS: S 89°48'00" E.

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the Office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



SCALE 1" = 20'
ALL UNITS EXPRESSED IN
U.S. SURVEY FEET

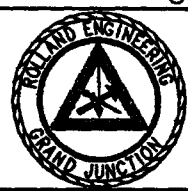
Richard A. Mason



Richard A. Mason
Registered Professional Land Surveyor
P.L.S. No. 18469

6/12/08

Date



ROLLAND ENGINEERING
405 Ridge Blvd
Grand Jct. CO 81503
(970) 243-8300

File Name: C:\PROJECTS\A7277\PROJECTS\A7277PERMITS.DWG			
EXHIBIT			
RIGHT OF WAY DEDICATION			
SE 1/4, NE 1/4, SECTION 26			
T1S, R1W, UTE MERIDIAN			
CITY OF GRAND JUNCTION			
MESA COUNTY, COLORADO			
Designed	Checked	Proj	Sheet
Drawn	Date	Rev	Of
RAB	4/25/2008	A7277	1
	5/28/08		10F1