

**REVOCABLE PERMIT**

**Recitals.**

1. The Grand Vista Homeowners Association 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 landscaping improvements, as approved by the City, within the limits of the following described public right-of-way for 26-1/2 Road, to wit and as shown on attached Exhibit A:

Permit Area:

Ten feet of undeveloped right-of-way for 26-1/2 Road adjacent to and east of the following properties:

- |                 |                                      |
|-----------------|--------------------------------------|
| 2701-261-35-004 | 2651 I Road                          |
| 2701-261-35-003 | 897 Trappers Court                   |
| 2701-261-35-002 | 895 Trappers Court                   |
| 2701-261-35-001 | 893 Trappers Court                   |
| Tracts A and B  | Grand Vista Subdivision Filing No. 1 |

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, TIM MOORE, AS PUBLIC WORKS AND PLANNING DIRECTOR DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of landscape materials 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 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 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 it 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 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 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 Petitioner, for itself and for its assigns, agree that it shall be solely responsible for maintaining and repairing the condition of any and all 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 in the office of the Mesa County Clerk and Recorder.

Dated this 30th day of April, 2008.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
Planner

  
Public Works and Planning Director

Acceptance by the Petitioner:

*Dennis Hansen*

Grand Vista Homeowners Association  
Dennis Hansen, President

**AGREEMENT**

The Grand Vista Homeowners Association, for itself for its assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for <sup>18085590173 34</sup> ~~irrigation~~. 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 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 16<sup>th</sup> day of April, 2008.

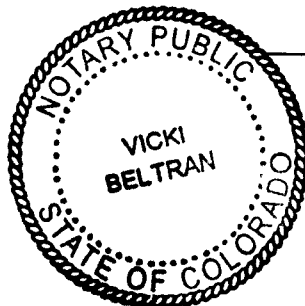
By signing, the Signatory represents it has full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

Dennis Hansen  
Grand Vista Homeowners Association  
Dennis Hansen, President

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 16<sup>th</sup> day of April, 2008, by Grand Vista Homeowners Association (Dennis Hansen, President).

My Commission expires: 2/25/2009  
Witness my hand and official seal.

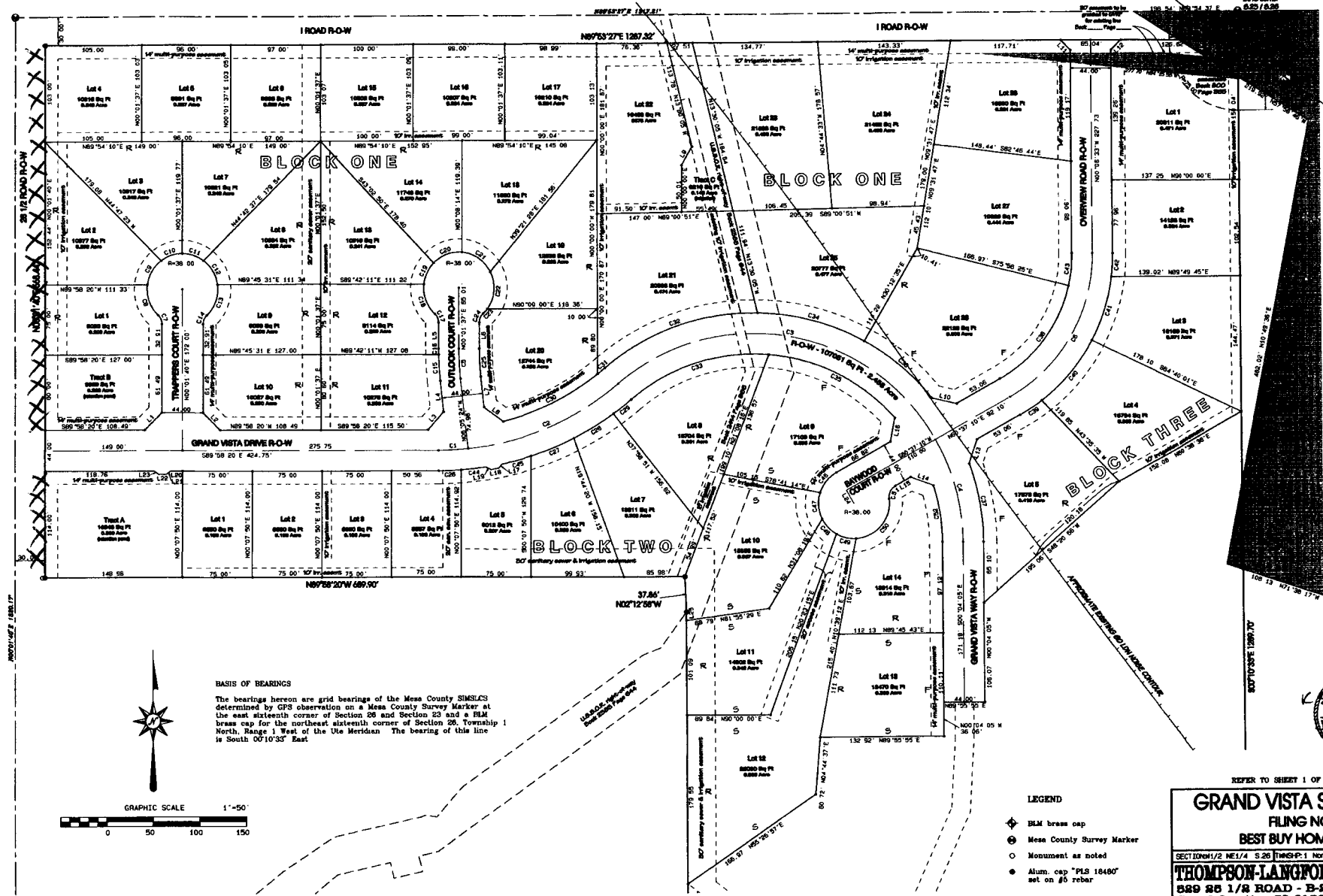


Vicki Beltran  
Notary Public

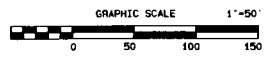
# GRAND VISTA SUBDIVISION FILING NO. 1

1/4 corner  
S.25 1/4 S.25  
M.C.S.A.

3/4 corner  
S.25 1/4 S.25  
M.C.S.A.



**BASIS OF BEARINGS**  
The bearings hereon are grid bearings of the Mesa County SIMS/LCS determined by GPS observation on a Mesa County Survey Marker at the east sixteenth corner of Section 26 and Section 23 and a BLM brass cap for the northeast sixteenth corner of Section 28, Township 1 North, Range 1 West of the Ute Meridian. The bearing of this line is South 00°10'33" East.



- LEGEND**
- ◆ BLM brass cap
  - Mesa County Survey Marker
  - Monument as noted
  - Alum. cap "PLS 18400" set on #6 rebar

REFER TO SHEET 1 OF 3 FOR SURVEYOR'S STATEMENT

**GRAND VISTA SUBDIVISION**  
FILING NO. 1  
BEST BUY HOMES, INC.

SECTION 1/2 NE 1/4 S.25 T1N R1W M1 MERIDIAN UTE

THOMPSON-LANGFORD CORPORATION

589 S 1/8 ROAD - B-210 (970) 245-6087

Grand Junction CO 81808 [tlo@tlowest.com](mailto:tlo@tlowest.com)

S:\Survey\0416 bestbuy\002 crows\PLAT.pro Job No. 0419-002

Drawn: KST Checked: DRS Date: Jan 21, 2002 Sheet: 3 of 3

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, or to prevent any action based upon any defect in this survey to commence more than ten years from the date of the certification shown hereon.