

REVOCABLE PERMIT

2185 HWY 6 & 50 Recitals  
81505

1981289 01/25/01 0355PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$15.00

1. Grand Junction I-70 Auto Truck Megaplaza, LLC, a Colorado Limited Liability Company, hereinafter referred to as the Petitioner, represents that it is the owner of that certain real property in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Tax Schedule Number 2967-364-00-084, and has requested that the City of Grand Junction issue a Revocable Permit to allow it to install, operate, maintain, repair and replace landscape improvements within the limits of the following described public right-of-way, to wit:

Commencing at a Mesa County Survey Marker for the northeast corner of the SE ¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, from whence a Mesa County Survey Marker for the southeast corner of the NE ¼ SE ¼ of said Section 36 bears S 00°06'10" W 1320.68 feet; thence S 79°44'44" W 1270.94 feet to a point on the southerly right-of-way line for Highway 6 & 50, said point also being on the northerly boundary line of that certain tract of land described by instrument recorded in Book 2639 at Page 912 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning; thence N 89°43'22" E 941.52 feet; thence S 71°02'21" E 243.85 feet; thence S 46°06'51" W 312.00 feet; thence S 55°42'04" W 472.49 feet; thence S 32°28'46" E 15.00 feet; thence N 57°31'14" E 474.76 feet; thence N 47°57'03" E 340.81 feet; thence 85.81 feet along the arc of a curve to the left having a radius of 60.00 feet, a central angle of 81°56'25", and a long chord bearing N 27°24'49" W 78.68 feet; thence 92.73 feet along the arc of a curve to the left having a radius of 576.48 feet, a central angle of 09°12'58", and a long chord bearing N 71°58'23" W 92.63 feet; thence 107.89 feet along the arc of a curve to the left having a radius of 770.95 feet, a central angle of 08°01'07", and a long chord bearing N 80°35'37" W 107.81 feet; thence 147.49 feet along the arc of a curve to the left having a radius of 1489.24 feet, a central angle of 05°40'28", and a long chord bearing N 87°26'24" W 147.43 feet; thence S 89°43'22" W 566.24 feet; thence 211.13 feet along the arc of a curve to the right having a radius of 3076.73 feet, a central angle of 03°55'54", and a long chord bearing N 88°18'41" W 211.09 feet; thence S 58°02'41" W 74.71 feet to the Point of Beginning.

2. Based on the authority of the Charter and § 2.17 B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Community Development Director, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HER LAWFUL AUTHORITY KATERINE M. PORTNER AS COMMUNITY DEVELOPMENT 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 the is conditioned upon the following:

1. The installation, operation, maintenance, repair and replacement of landscape and driveway 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 successors and assigns, agrees that it shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to the plantings, 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 of 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 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 the Petitioner's last known address), peaceably surrender said public right-of-way and at its 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 successors and assigns, agrees 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.

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.

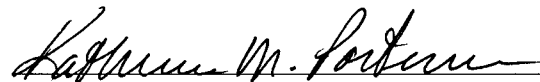
Dated this 25<sup>TH</sup> day of JANUARY, 2001.

Written and Recommended by:



Planner

The City of Grand Junction,  
a Colorado home rule municipality



Community Development Director

Acceptance by the Petitioner



Edwin Gummelt, Jr., Manager

AGREEMENT

Grand Junction I-70 Auto Truck Megaplaza, LLC, a Colorado Limited Liability Company, for itself and for its successors and assigns, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit for landscaping and 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 rights-of-way to the City of Grand Junction and, at its 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 19<sup>th</sup> day of January, 2001.

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.

Edwin Gummelt, Jr.  
Edwin Gummelt, Jr., Manager

State of Colorado )  
  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 19<sup>th</sup> day of January, 2001, by Edwin Gummelt, Jr., Manager of Grand Junction I-70 Auto Truck Megaplaza, LLC, a Colorado Limited Liability Company.

My Commission expires: 11-14-03

Witness my hand and official seal.

Karen Waller  
Notary Public

