

REVOCABLE PERMIT

Recitals.

1. Mahan Manor Estates, LLC, 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 Marie Street, to wit:

Permit Area:

(See Exhibit A)

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 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, LISA COX, AS PLANNING MANAGER, 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 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 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 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 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 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.

This 8th day of April, 2008.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality


Planner


Public Works and Planning Department

Acceptance by the Petitioner:


Mahan Manor Estates, LLC Manager

AGREEMENT

Mahan Manor Estates, LLC, 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 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.

This 8th day of APRIL, 2008.

By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

Caron Futch, Manager
Mahan Manor Estates, LLC Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 8th day of April, 2008, by Carolyn M Futch, Manager of Mahan Manor Estates, LLC.

My Commission expires: 3/14/09
Witness my hand and official seal.

Brenda R Fraser
Notary Public



My Commission Expires 03/14/2009

EXHIBIT A

DESCRIPTION FOR REVOCABLE PERMIT

A strip of land being 10.00' wide located within the right-of-way of Marie Street as dedicated on the recorded plat of Mahan Manor, City of Grand Junction, Mesa County, Colorado, being 5.00 feet on each side of the following described line:

Beginning at the easterly lot corner common to the southeast corner of Lot 7, Block Four and the northeast corner of Lot 6, Block Four of said Mahan Manor;

Thence S89°40'18"E a distance of 56.87 feet to the northwesterly line of Lot 1, Block Two of said Mahan Manor and the point of Terminus. The side lines of said 10.00 foot strip of land to be extended or shortened to meet at angle points and to terminate at the said right-of-way of Marie Street.

This description was prepared by:
Steven L. Hagedorn
Colorado P.L.S. 24306
118 Ouray Ave.
Grand Junction, CO 81501

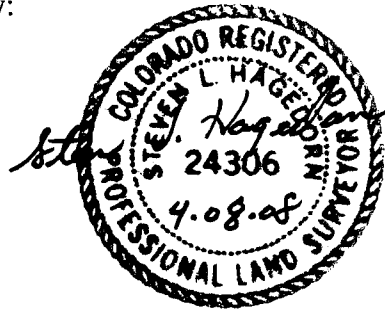


EXHIBIT A

MARIE STREET

THIMBLE ROCK ROAD

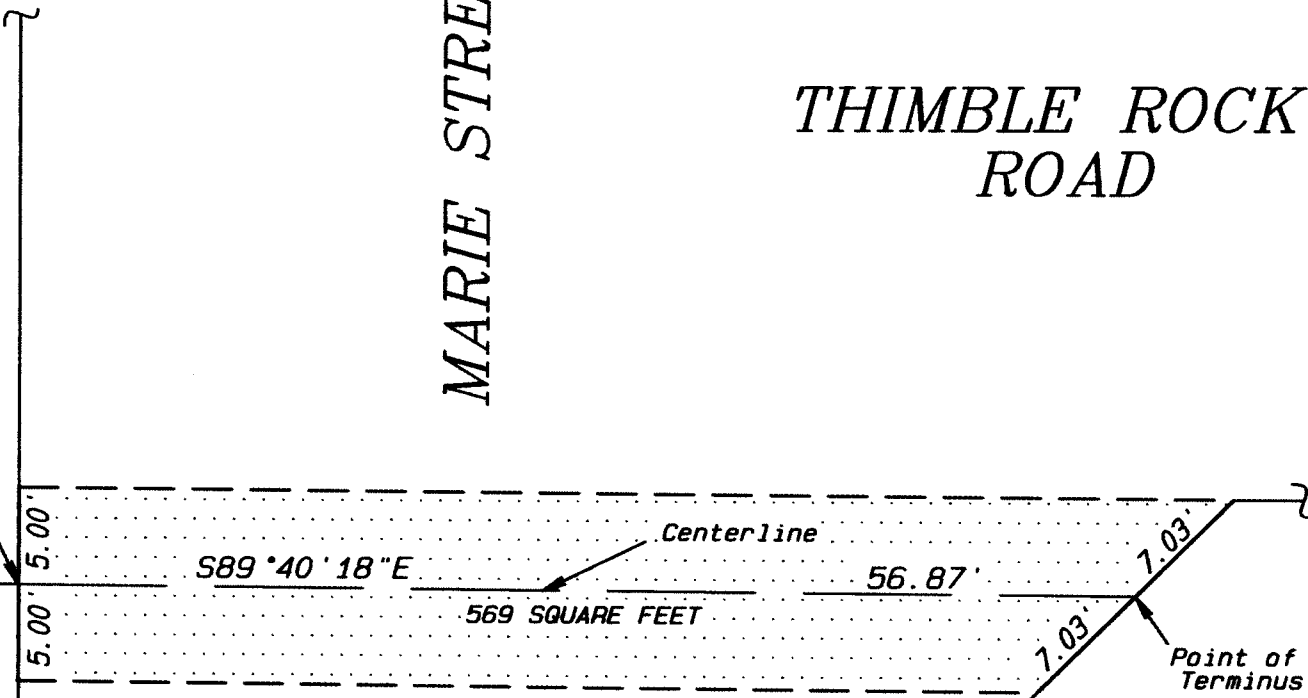
LOT 7
BLOCK FOUR
MAHAN MANOR

LOT 6
BLOCK FOUR
MAHAN MANOR

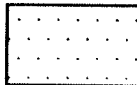
Point of Beginning

Point of Terminus

LOT 1
BLOCK TWO
MAHAN MANOR



SCALE 1" = 10'



PERMIT AREA



Steven L. Hagedorn
L.S. 24306