

REVOCABLE PERMIT

Recitals.

1. Ruckman Holdings LLC, hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain, repair and replace irrigation improvements, as approved by the City, within the limits of the following described public rights-of-way for Jon Hall Road and Orchard Park Street, to wit:

Permit Area 1 (see Exhibit A):

A seven foot wide parcel across the right-of-way of Jon Hall Road in Orchard Park Subdivision, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the northeast corner of Lot 16 of Orchard Park Subdivision;
Thence along the north line of said Lot 16, South 89°51'17" West, a distance of 7.00 feet;
Thence North 00°00'34" East, a distance of 44.00 feet to the southwest corner of Lot 14 of Orchard Park Subdivision;
Thence along the south line of said Lot 14, North 89°51'17" East, a distance of 7.00 feet;
Thence South 00°00'34" West, a distance of 44.00 feet to the Point of Beginning.

Containing 308 square feet, more or less.

Permit Area 2 (see Exhibit B):

A ten foot wide parcel across the right-of-way of Orchard Park Street in Orchard Park Subdivision, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the southwest corner of Lot 17 of Orchard Park Subdivision;
Thence along the south boundary line of Orchard Park Subdivision, South 89°51'17" West, a distance of 44.00 feet to the southeast corner of Lot 18 of Orchard Park Subdivision;
Thence along the east line of said Lot 18, North 00°06'22" West, a distance of 10.00 feet;
Thence North 89°51'17" East, a distance of 44.00 feet to the west line of said Lot 17;
Thence South 00°06'22" East, a distance of 10.00 feet to the Point of Beginning.

Containing 440 square feet, more or less.

Permit Area 3 (see Exhibit C):

A fifteen foot wide parcel across the right-of-way of Jon Hall Road in Orchard Park Subdivision, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the northwest corner of Lot 20 of Orchard Park Subdivision;
Thence North 00°06'22" West, a distance of 44.00 feet to the southwest corner of Lot 8 of Orchard Park Subdivision;
Thence along the south line of said Lot 8, North 89°51'17" East, a distance of 15.00 feet;
Thence South 00°06'22" East, a distance of 44.00 feet to the north line of said Lot 20;
Thence South 89°51'17" West, a distance of 15.00 feet to the Point of Beginning.

Containing 660 square feet, more or less.

These descriptions were written by:

K. Scott Thompson PLS
744 Horizon Ct #110
Grand Junction, CO 81506

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning & Development Code applying the same, the City, by and through the Community Development Department, 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, TAMRA ALLEN, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of
irrigation improvements within A 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 irrigation improvements by the Petitioners within the public rights-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 Petitioners, for themselves and for their 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 Petitioners within the limits of the public rights-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public rights-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 Petitioners agree that they shall at all times keep the above described public rights-of-way and the facilities authorized pursuant to this Permit in good condition and repair.

5. This Revocable Permit for irrigation improvements shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' 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 Petitioners shall, at the sole expense and cost of the Petitioners, 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 rights-of-way and, at their own expense, remove any encroachment so as to make the described public rights-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 Petitioners, for themselves and for their 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 Petitioners 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 Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 21st day of may, 2020.

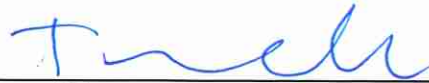
The City of Grand Junction,

Written and Recommended by:

a Colorado home rule municipality



David Thornton
Principal Planner



Tamra Allen
Community Development Director

Acceptance by the Petitioners:



Terry Ruckman

Title: member

Ruckman Holdings LLC

AGREEMENT

Ruckman Holdings LLC, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation improvements. Furthermore, they 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 rights-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 21st day of May, 2020.

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.

Terry Ruckman
Title: member
Ruckman Holdings LLC

State of Colorado)
)ss.
County of Mesa)

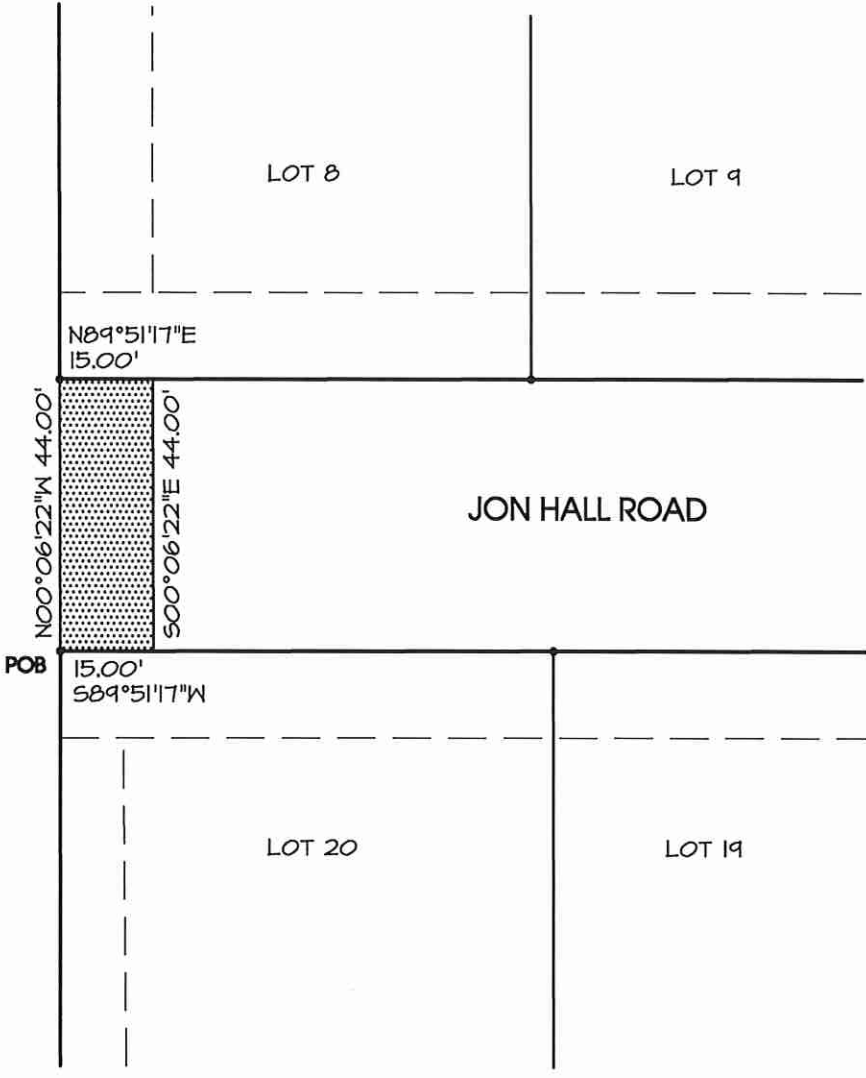
The foregoing Agreement was acknowledged before me this 21 day of May, 2020, by Terry Ruckman, member for Ruckman Holdings LLC.

My Commission expires: 1/10/2024
Witness my hand and official seal.

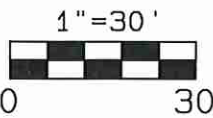
Notary Public

KIMBERLY ANN FERRANS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204001258
My Commission Expires January 10, 2024

EXHIBIT A
REVOCABLE PERMIT
ORCHARD PARK SUBDIVISION



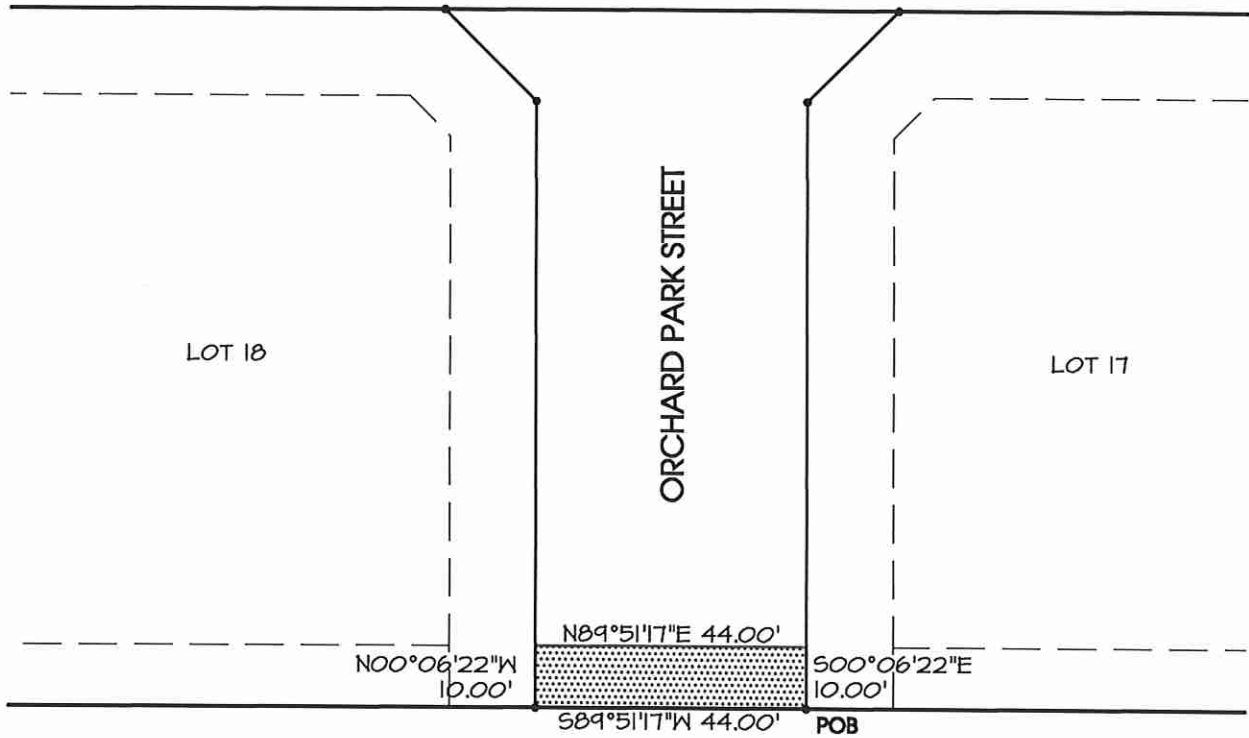
THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



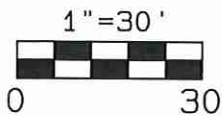
 RIVERCITY CONSULTANTS		744 Horizon Ct. Suite 110 Grand Junction CO 81506 970-241-4722
Drawn: kst	Checked: akt	May 18, 2020
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EXHIBIT B
REVOCABLE PERMIT
ORCHARD PARK SUBDIVISION

JON HALL ROAD

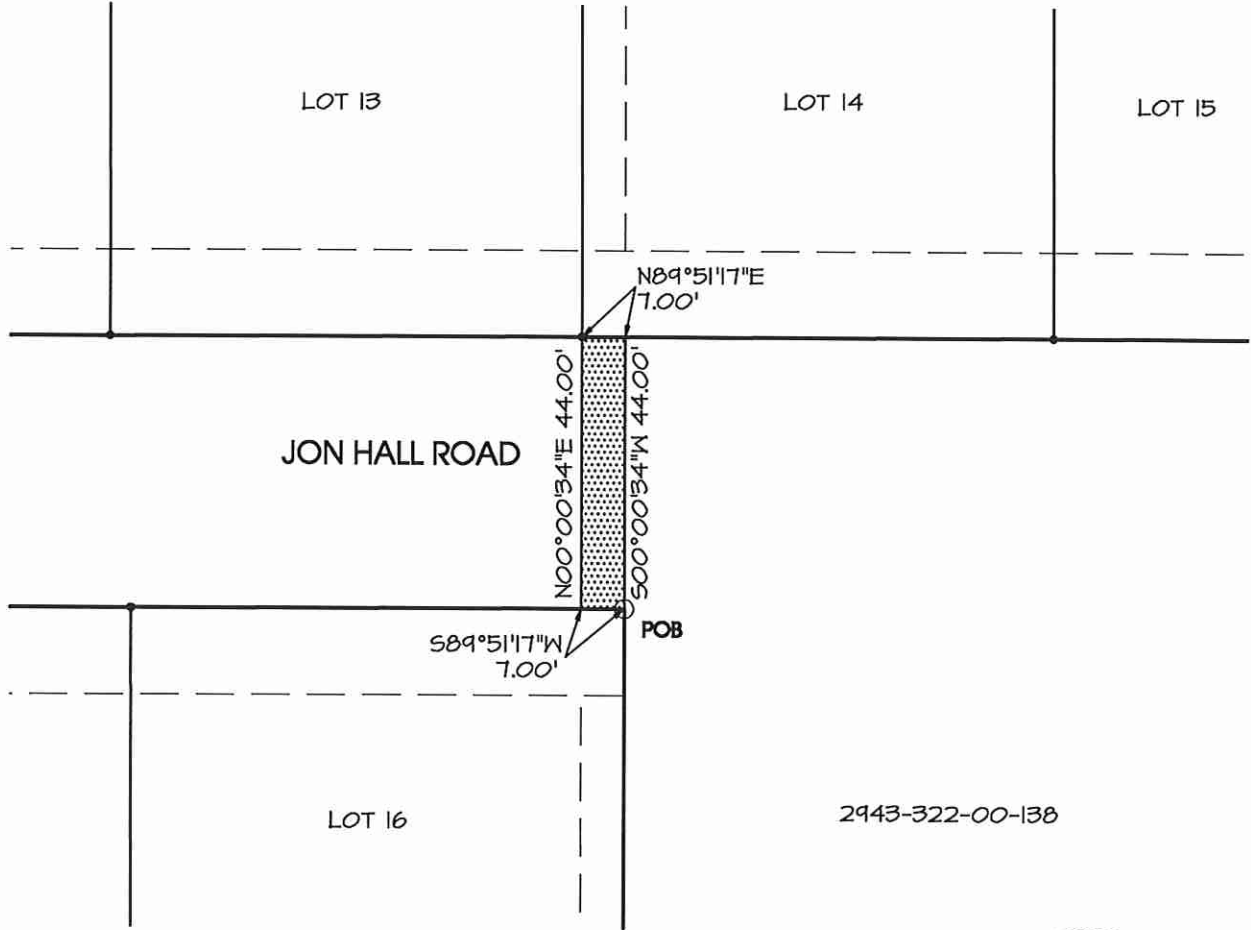


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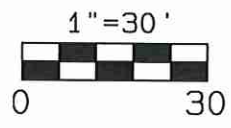
EXHIBIT C
REVOCABLE PERMIT
ORCHARD PARK SUBDIVISION



2943-322-00-138



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