

## REVOCABLE PERMIT

### Recitals.

1. Red Rock RV & Marine Storage Owners Association, Inc., hereinafter referred to as the Petitioner, has 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 right-of-way for Storage Court, to wit:

#### Permit Area:

A parcel of land located in part of the Northeast of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 25, Township 1 North, Range 2 West of the Ute Meridian, Grand Junction, Mesa County, Colorado, described by metes and bounds as follows:

A Revocable Permit crossing the right-of-way for Storage Court as shown on the plat of Red Rock RV & Marine Storage Commercial Subdivision in Mesa County records and being described as follows: Commencing at the Northeast corner of the said NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 25, whence the Southeast corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 25 bears South 00°00'55" West, a distance of 1320.75 feet, for a basis of bearings with all bearings contained herein relative thereto; thence South 00°00'55" West, a distance of 203.00 feet; thence North 89°52'43" West, a distance of 40.00 feet; to a point on the West right-of-way line of 21 $\frac{1}{2}$  Road and on the South right-of-way line of said Storage Court; thence North 89°52'43" West, a distance of 160.00 feet, along said South right-of-way line of Storage Court to the Northwest corner of Lot 1, said Red Rock RV & Marine Storage Commercial Subdivision, the POINT OF BEGINNING; thence South 89°52'43" East, a distance of 13.00 feet, along said South right-of-way line; thence North 00°07'17" East, a distance of 48.00 feet, crossing said right-of-way to the North right-of-way line; thence North 89°52'43" West, a distance of 104.06 feet, along said North right-of-way line; thence South 00°00'17" East, a distance of 10.00 feet; thence South 89°52'43" East, a distance of 78.04 feet; thence South 00°07'17" West, a distance of 38.00 feet, crossing said right-of-way to the South right-of-way line; thence South 89°52'43" East, a distance of 13.00 feet along said South right-of-way line to the POINT OF BEGINNING.

Said parcel containing an area of 2029 Square Feet as herein described.

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Community Development Division, 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 an irrigation line 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 irrigation improvements by the Petitioners 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 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 right-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 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 Petitioners agree that they 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 irrigation lines 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 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 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.

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 5 day of April, 2021.

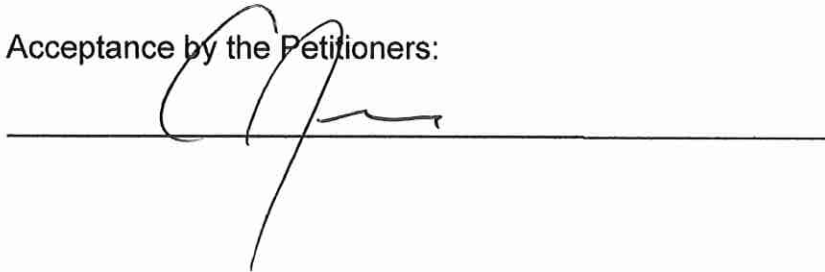
Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
Planner

  
\_\_\_\_\_  
Community Development Director

Acceptance by the Petitioners:

  
\_\_\_\_\_

**AGREEMENT**

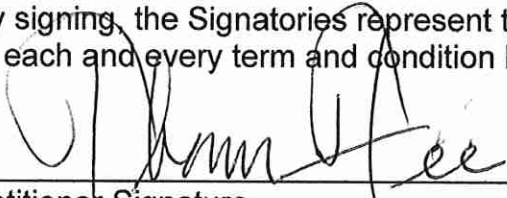
Red Rock RV & Marine Storage Owners Association, Inc., for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation. Furthermore, they shall indemnify the City of Grand Junction, its officers, 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 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 20 day of January, 2021.

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.


  
\_\_\_\_\_  
Petitioner Signature

State of Colorado )  
                                  )ss.  
County of Mesa     )



The foregoing Agreement was acknowledged before me this 20 day of January, 2021, by Thomas Fee.

My Commission expires: May 07 2022  
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

# EXHIBIT B

NE Corner  
NE¼, SW¼  
Section 25  
T1N, R2W, UM  
MCSM #857-1

**Point of Commencement**

2" Aluminum Cap  
PLS 20677  
Flush with Surface

N89°52'43"W 281.08'

40.0'

James M. and Jennifer L. Partsch  
2697-253-00-108

Lot 3

10.0' Irrigation Easement

139.00'

S00°00'17"E 155.00'

S00°00'17"E  
10.00'

2" Aluminum Cap  
PLS 20677  
In Concrete  
Flush with Surface

N89°52'43"W 104.06'

S89°52'43"E 78.04'

S00°07'17"W 38.00'

S89°52'43"E 13.00'

**Revocable Permit Area**  
2029 sf

N00°07'17"E 48.00'

S89°52'43"E 13.00'

48.00'

N89°52'43"W

40.00'

**Storage Court**

**POINT OF BEGINNING**

160.00'  
N89°52'43"W 202.70'  
14.0' Multipurpose Easement

10.0' Drainage Easement

East line of the NE¼ SW¼ Section 25

**21½ Road**

40.0' Road Right-of-Way  
Book 1684, Page 621

S00°00'55"W 203.00'

Section 25

40.0' Road Right-of-Way  
Plat Book 13, Page 17

SE Corner  
NE¼, SW¼  
Section 25  
T1N, R2W, UM  
MCSM #856-1

Basis of Bearings

S00°00'55"W 1320.75'

Lot 2

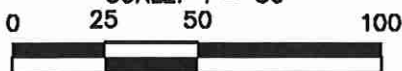
Lot 1

**High Desert Surveying, LLC**

1673 Highway 50 Unit C  
Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-241-0451

SCALE: 1" = 50'



PROJ. NO. 18-70	Drawn knr	APP'D jcf	SHEET 1	OF 1
DATE: October, 2018				