

REVOCABLE PERMIT

Recitals.

1. Magnolia Ridge, 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 Five View Lane and Shamsi Drive, to wit:

Permit Area 1:

Being 10.00 feet wide on the north side of the following described line:
Beginning at the southeast corner of Lot 9;
thence S89°29'03"E a distance of 44.00 feet across Five View Lane to the southwest corner of Lot 1.

Permit Area 2:

Being 10.00 feet wide on the west side of the following described line:
Beginning at the southeast corner of Tract C;
thence S00°03'41"W a distance of 94.00 feet across Shamsi Drive to the northeast corner of Tract B.

The above descriptions cross public right-of-way located within the recorded subdivision plat of Magnolia Ridge Estates, Filing 1, City of Grand Junction, Mesa County, Colorado, as shown on the attached exhibit.

These descriptions were written by:
Alex Lheritier, PLS 38464
Vortex Engineering
861 Rood Ave.
Grand Junction, CO 81501

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 the limits of the public right-of-way described; provided, however, that this Permit is conditioned upon the following:

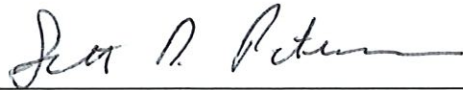
1. The installation, operation, maintenance, repair and replacement of irrigation improvements by the Petitioners within the public rights-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required by the City to avoid creating 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.

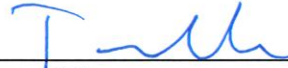
Dated this 11 day of January, 202~~1~~².

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

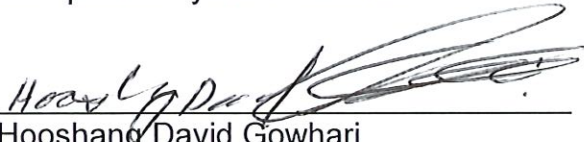


Scott D. Peterson
Senior Planner



Tamra Allen
Community Development Director

Acceptance by the Petitioners:



Hooshang David Gowhari
Member Manager
Magnolia Ridge, LLC

AGREEMENT

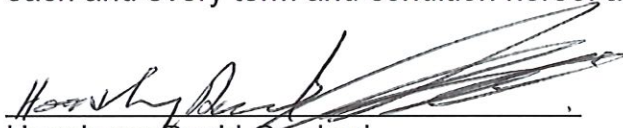
Magnolia Ridge, LLC, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation improvements. Furthermore, they shall indemnify the City of Grand Junction, its officers, employees and agents 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 11 day of January, 202²1.

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.

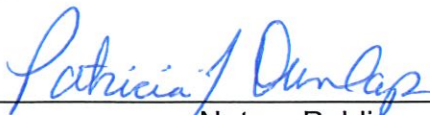


Hooshang David Gowhari
Member Manager
Magnolia Ridge, LLC

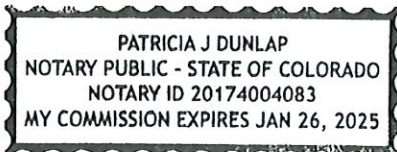
State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 11 day of January, 202²1, by Hooshang David Gowhari, Member Manager for Magnolia Ridge, LLC.

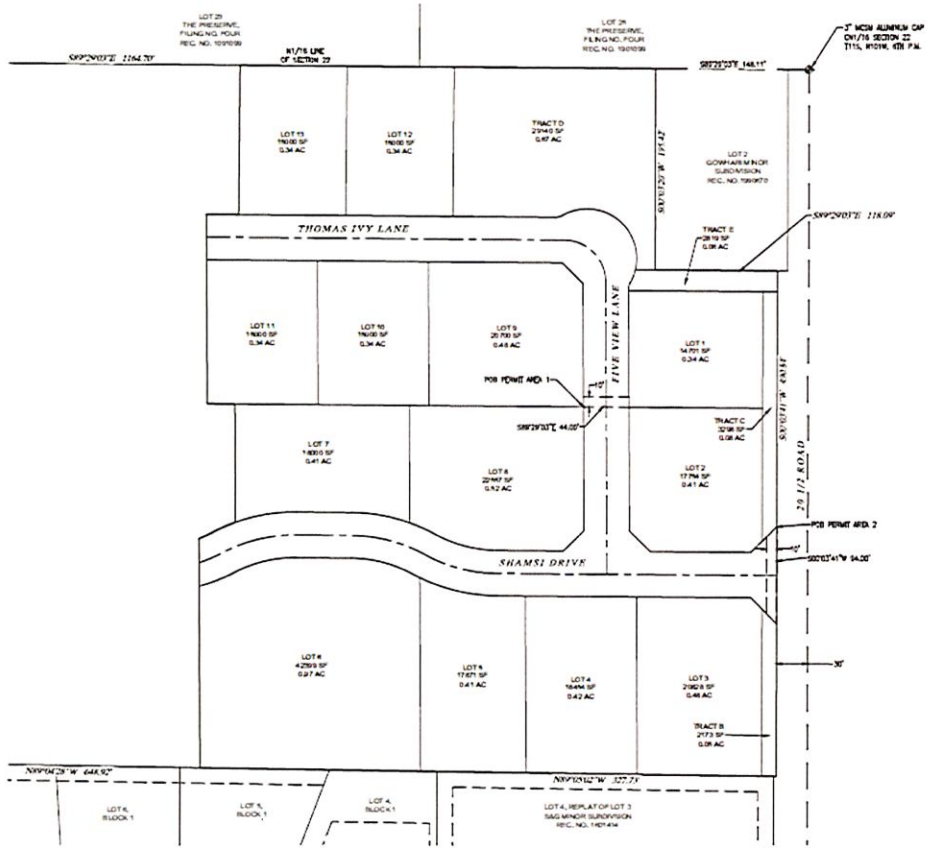
My Commission expires: Jan. 26, 2025
Witness my hand and official seal.



Notary Public



MAGNOLIA RIDGE ESTATES FILING 1
REVOCABLE PERMIT EXHIBIT



LEGEND

———	PROPERTY BOUNDARY
———	RIGHT-OF-WAY
———	LOT LINE
———	ROAD CENTERLINE
———	SECTION LINE
———	ADJOINING PROPERTY LINE
———	POINT AFD
⊕	FOUND SURVEY CONTROL MONUMENT

TABLE OF ABBREVIATIONS

MCW	—	MESA COUNTY SURVEY MONUMENT
N	—	NORTH
S	—	SOUTH
E	—	EAST
W	—	WEST
C	—	CORNER
T	—	TOWNSHIP
R	—	RANGE
SF	—	SQUARE FEET
AC	—	ACRES
POB	—	POINT OF BEGINNING
REC. NO.	—	RECORD NUMBER
P.A.	—	PERMITS NUMBER



BE CAREFUL DO NOT REMOVE OR OTHERWISE ALTERING A METEOROLOGICAL RECORD OR RECORD OF A RECORDING INSTRUMENT

Magnolia Ridge Estates Filing 1
LOCATED IN THE
SE1/4NW1/4 of Section 22, T11S, R101W, 6th P.M.
City of Grand Junction, Mesa County, Colorado

VORTEX ENGINEERING, INC.
300 Third Avenue
Grand Junction, CO 81501
Phone: 815-244-0001
Fax: 815-244-7000

DATE	DESCRIPTION	BY
2018/01/11	REVISION 1	J. S. VORTEX
2018/01/11	ISSUED FOR PERMIT	J. S. VORTEX

