

## REVOCABLE PERMIT

### Recitals.

1. Sietan 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 landscape improvements, as approved by the City, within the limits of the following described public rights-of-way for Rain Cloud Street and Shadow Mesa Street, to wit:

Permit Areas as described below and included as Attachments A (Rain Cloud Street) and B (Shadow Mesa Street) herein:

#### **AREA 1 (Rain Cloud Street):**

A five (5') foot wide parcel of land situated in the Southeast Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Ute Meridian, located in the City of Grand Junction, County of Mesa, State of Colorado, said parcel lying 2.5 feet on each side of the following described centerline: Beginning at a point on the west line of Lot 30 of Shadow Mesa Filing Two, a plat recorded at the Mesa County Clerk and Recorder's office, whence the southwest corner of said Lot 30 bears south 00°04'53" East a distance of 2.76 feet; Thence North 64°59'36" West, a distance of 48.58 feet to the Point of Termination on the east line of Lot 6 of said Shadow Mesa Filing Two, The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

Said parcel containing 243 square feet, more or less.

All bearings herein are relative to said recorded plat of Shadow Mesa Filing Two.

#### **AREA 2 (Shadow Mesa Street):**

A five (5') foot wide parcel of land situated in the Southeast Quarter of the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Ute Meridian, located in the City of Grand Junction, County of Mesa, State of Colorado, said parcel lying 2.5 feet on each side of the following described centerline: Beginning at a point on the east line of Lot 40 of Shadow Mesa Filing Two, a plat recorded at the Mesa County Clerk and Recorder's office, whence the southeast corner of said Lot 40 bears South 00°04'53" East a distance of 3.39 feet; Thence North 47°27'05" East, a distance of 59.65 feet to the Point of Termination on the west line of Lot 76 of said Shadow Mesa Filing Two, The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

Said parcel containing 298 square feet, more or less.

All bearings herein are relative to said recorded plat of Shadow Mesa Filing Two.

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 HIS LAWFUL AUTHORITY, GREG MOBERG, AS DEVELOPMENT SERVICES MANAGER, DOES HEREBY ISSUE:

to the above-named Petitioners 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 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 rights-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 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 rights-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 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 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. 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 17th day of June, 2022.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
Planner

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

Acceptance by the Petitioners:

  
\_\_\_\_\_  
Seitan LLC by Charlie Gechter, Member

**AGREEMENT**

Sietan 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 landscaping and 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 rights-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 17<sup>th</sup> day of June, 2022.

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.



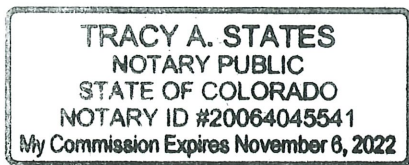
Sietan LLC by Charlie Gechter, Member

State of Colorado )  
  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 17<sup>th</sup> day of June, 2022, by Charlie Gechter, Member.

My Commission expires: 11/06/2022  
Witness my hand and official seal.

  
Notary Public



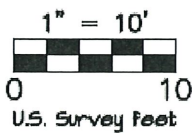
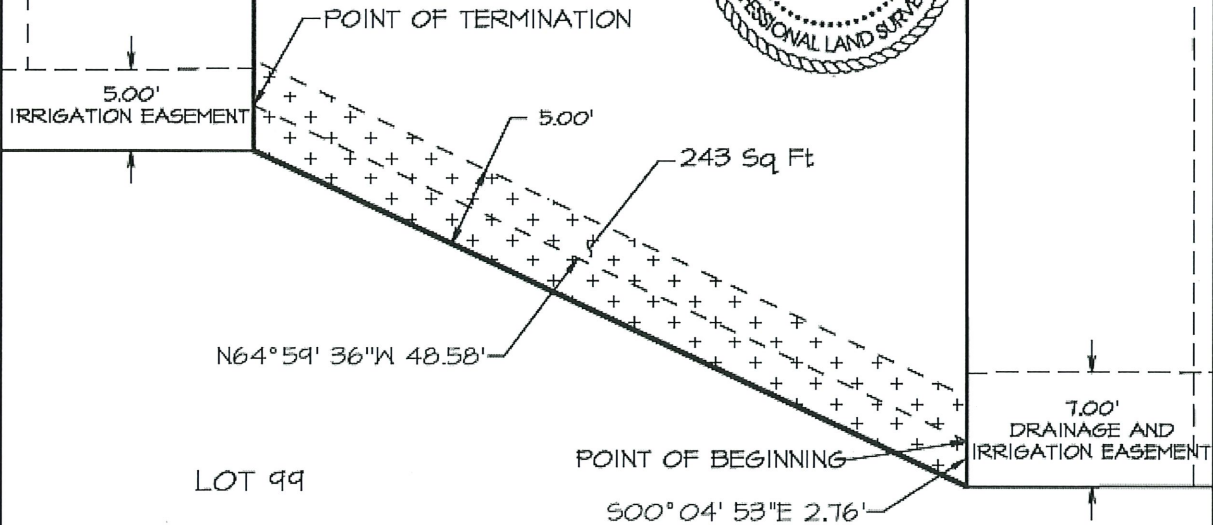
# EXHIBIT A

Shadow Mesa Filing Two  
 A Replat of Lot 98 and Lot 99 of Shadow Mesa Filing One  
 (Reception Number 3010730)  
 Southeast Quarter of the Southwest Quarter Section 25, T.15.,  
 R.1W., Ute Meridian, City of Grand Junction, Mesa County,  
 Colorado

LOT 6

RAIN CLOUD STREET

LOT 30



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

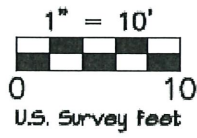
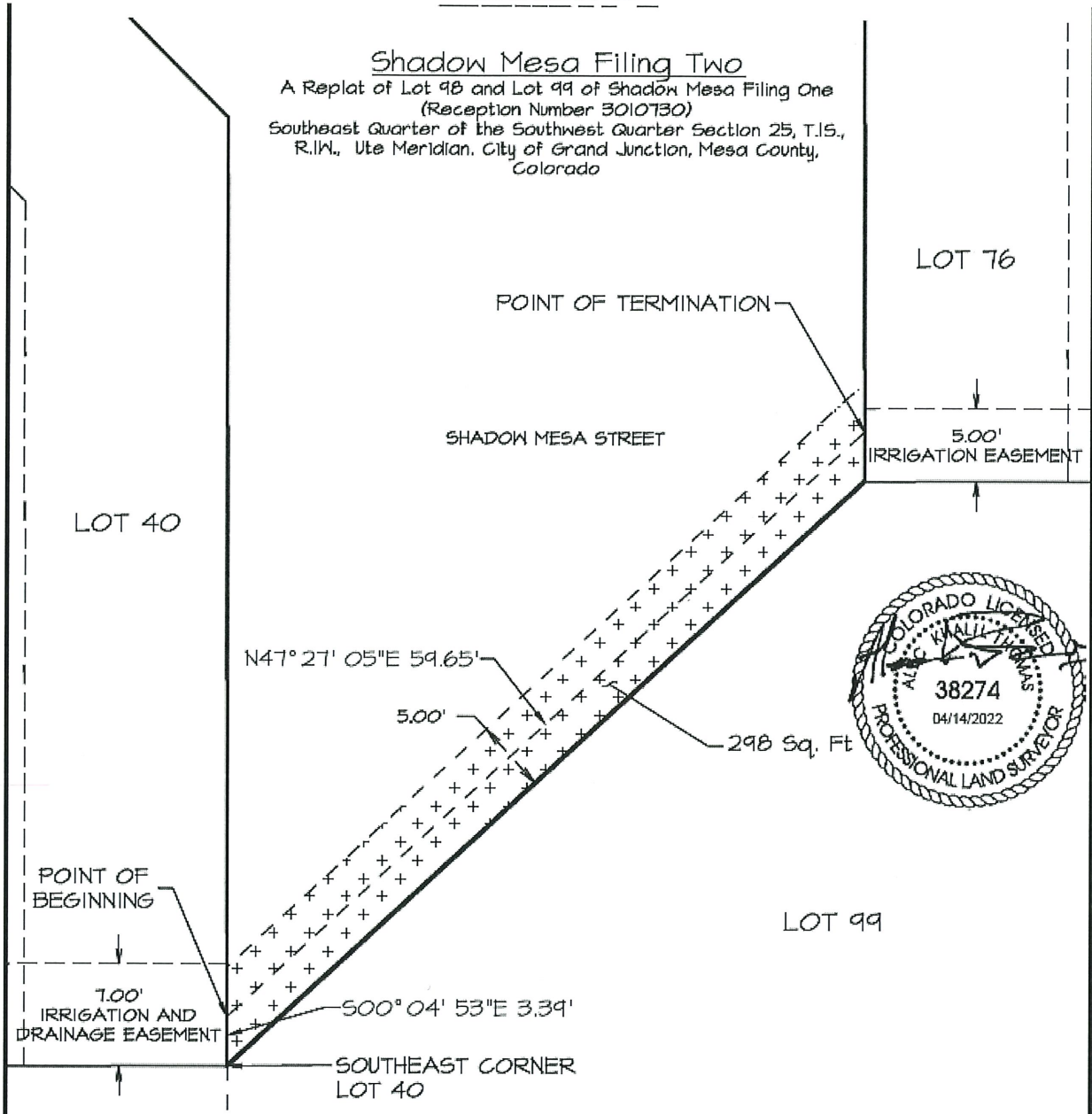
**RIVER CITY**  
 CONSULTANTS

215 Pitkin Avenue, Unit 201  
 Grand Junction, CO 81501  
 Phone: 970.241.4722  
 Fax: 970.241.8841  
 www.rccwest.com

Drawn: BLG | Checked: AKT | 4/14/22 | Job No. 1718-010  
 S:\PROJECTS\718 BOA Builders\010 Shadow Mesa Filing 2\Survey\DWG

# EXHIBIT B

**Shadow Mesa Filing Two**  
 A Replat of Lot 98 and Lot 99 of Shadow Mesa Filing One  
 (Reception Number 3010730)  
 Southeast Quarter of the Southwest Quarter Section 25, T.15.,  
 R.1W., Ute Meridian, City of Grand Junction, Mesa County,  
 Colorado



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

	<b>RIVER CITY</b> CONSULTANTS	215 Pflin Avenue, Unit 201 Grand Junction, CO 81501 Phone: 970.241.4722 Fax: 970.241.8841 www.rccwest.com			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Drawn: BLC</td> <td style="padding: 2px;">Checked: AKT</td> <td style="padding: 2px;">4/14/22</td> <td style="padding: 2px;">Job No. 1718-010</td> </tr> </table>		Drawn: BLC	Checked: AKT	4/14/22
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