

## REVOCABLE PERMIT

### Recitals.

1. James R. McCurter, on behalf of McCurter Land Company, LLC, hereinafter referred to as the Petitioner, have requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, operate, maintain, repair and replace irrigation and storm drain improvements, as approved by the City, within the limits of the following described public right-of-way for Honita Lane, to wit:

#### Permit Area:

*A Parcel of land being the south eight (8') feet of Honita Lane Right-of-Way as shown on Hidden Hills Estates, situated in the Southwest Quarter of Section 8, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado,*

*Said Parcel containing 304.00 square feet, more or less.*

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, TAMRA ALLEN, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner a Revocable Permit for the purposes of irrigation and storm drain 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 and storm drain 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 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 Petitioner 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 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 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 and storm drain improvements 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 themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all improvements and/or facilities authorized pursuant to this Permit. The Petitioner shall not install any 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.

Dated this 2 day of February, 2023.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality



Planner



Community Development Director

Acceptance by the Petitioner:



James R. McCurter, Member  
McCurter Land Company, LLC

**AGREEMENT**

James R. McCurter, on behalf of McCurter Land Company, 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 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 3 day of February, 2023.

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.

  
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James R. McCurter, Member  
McCurter Land Company

State of Colorado )  
  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 3 day of February, 2023, by James R. McCurter, Member, McCurter Land Company, LLC.

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

  
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Notary Public

