

## REVOCABLE PERMIT

### Recitals.

1. EDKA Land Company 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 Round Table Road, Tawny Road, Rock Eagle Road and Little Owl Lane to wit:

#### Permit Area 1 (Exhibit A):

A revocable permit across that real property located in part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado, known as TAWNY SUBDIVISION and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 31, Tawny Subdivision, whence the Northeast corner of said Lot 31 bears South 89°57'03" West, a distance of 133.74 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence North 00°11'51" East, a distance of 10.08 feet, along the East right-of-way line of Round Table Road; thence North 82°42'23" West, a distance of 52.40 feet, across said right-of-way to the West line of said Round Table Road; thence South 00°11'51" West, a distance of 16.55 feet, along said West right-of-way line; thence with a curve turning to the right having a delta angle of 01°39'45", a radius of 124.00 feet, an arc length of 3.60 feet, and a chord length of 3.60 feet, with a chord bearing of South 01°01'44" West; thence South 82°42'23" East, a distance of 52.17 feet, crossing from the West right-of-way line to the East right-of-way line of said Round Table Road; thence with a non-tangent curve turning to the left having a delta angle of 03°16'15", a radius of 176.00 feet, an arc length of 10.05 feet, and a chord length of 10.05 feet, with a chord bearing of North 01°49'59" East returning to the POINT OF BEGINNING.

Said parcel containing an area of 1047.13 Square Feet, 0.02 Acres, as herein described.

#### Permit Area 2 (Exhibit B):

A revocable permit across that real property located in part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado, known as TAWNY SUBDIVISION and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 1, Tawny Subdivision whence the Southeast corner of said Lot 1 bears South 89°59'41" West, a distance of 84.59 feet, for a basis of bearings with all bearings contained herein relative thereto; thence North 89°59'41" East, a distance of 10.00 feet, along the North right-of-way line of Tawny Road, also being the South line of said Lot 1; thence South 00°31'36" West, a distance of 44.00 feet, across

said right-of-way to the South right-of-way line of said Tawny Road; thence South 89°59'41" West, a distance of 20.00 feet, along said South right-of-way line; thence North 00°31'31" East, a distance of 36.77 feet, across said right-of-way to the North right-of-way line of said Tawny Road; thence North 89°59'37" East, a distance of 10.09 feet, along said right-of-way line; thence North 00°09'34" West, a distance of 7.23 feet to the POINT OF BEGINNING.

Said parcel containing an area of 807.36 Square Feet, 0.02 Acres, as herein described.

Permit Area 3 (Exhibit C):

A revocable permit across that real property located in part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado, known as TAWNY SUBDIVISION and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 21, TAWNY SUBDIVISION whence the Northeast corner of said Lot 21 bears North 89°59'41" East, a distance of 62.69 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence North 12°48'38" West, a distance of 45.12 feet to the Southwest corner of Lot 5, said TAWNY SUBDIVISION; thence North 89°59'42" East, a distance of 20.00 feet, along the South line of said Lot 5; thence South 00°00'23" East, a distance of 44.00 feet to the North line of said Lot 21; thence South 89°59'41" West, a distance of 10.00 feet, along said North line of said Lot 21 to the POINT OF BEGINNING.

Said parcel containing an area of 660.00 Square Feet, 0.02 Acres, as herein described.

Permit Area 4 (Exhibit D):

A revocable permit across that real property located in part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado, known as TAWNY SUBDIVISION and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 7, TAWNY SUBDIVISION whence the Northwest corner of said Lot 7 bears South 89°59'37" West, a distance of 88.00 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence North 89°59'37" East, a distance of 44.00 feet, along the North line of said TAWNY SUBDIVISION to the Northwest corner of Tract D; thence along the West line of said Tract D the following two (2) courses: (1) South 00°00'23" East, a distance of 4.00 feet; (2) South 45°00'23" East, a distance of 8.49 feet; thence South 89°59'37" West, a distance of 50.00 feet, across the right-of-way line of Rock Eagle Road to the East line of said Lot 7; thence North 00°00'23" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 458.00 Square Feet, 0.01 Acres, as herein described.



Permit Area 5 (Exhibit E):

A revocable permit across that real property located in part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Mesa County, Colorado, known as TAWNY SUBDIVISION and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 8, TAWNY SUBDIVISION whence the Northwest corner of said Lot 8 bears South 89°59'37" West, a distance of 60.22 feet, for a basis of bearings, with all bearings contained herein relative thereto; thence South 89°59'37" West, a distance of 10.00 feet, along the North line of said Lot 8, TAWNY SUBDIVISION; thence North 00°09'34" West, a distance of 44.00 feet, across the right-of-way of Little Owl Lane to the South line of Tract D; thence North 89°59'37" East, a distance of 10.00 feet, along the South line of said Tract D to the East property line of said TAWNY SUBDIVISION; thence South 00°09'34" East, a distance of 44.00 feet to the POINT OF BEGINNING.

Said parcel containing an area of 440.00 Square Feet, 0.01 Acres, as herein described.

The above descriptions prepared by:

J. Ben Elliott

High Desert Surveying, Inc.

591 25 Road, Unit B1

Grand Junction, Colorado 81505

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 rights-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 right-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 16<sup>TH</sup> day of MAY, 2023.

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:



\_\_\_\_\_  
Edison S. Lenhart  
Title: Manager  
EDKA Land Company, LLC



**AGREEMENT**

EDKA 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 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 16 day of May, 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.

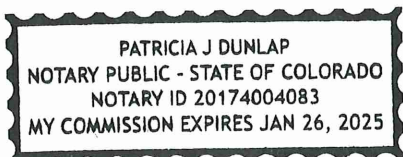
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Edison S. Lenhart  
Title: Manager  
EDKA Land Company, LLC

State of Colorado )  
  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 16 day of May, 2023, by Edison S. Lenhart, Manager, EDKA Land Company, LLC.

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

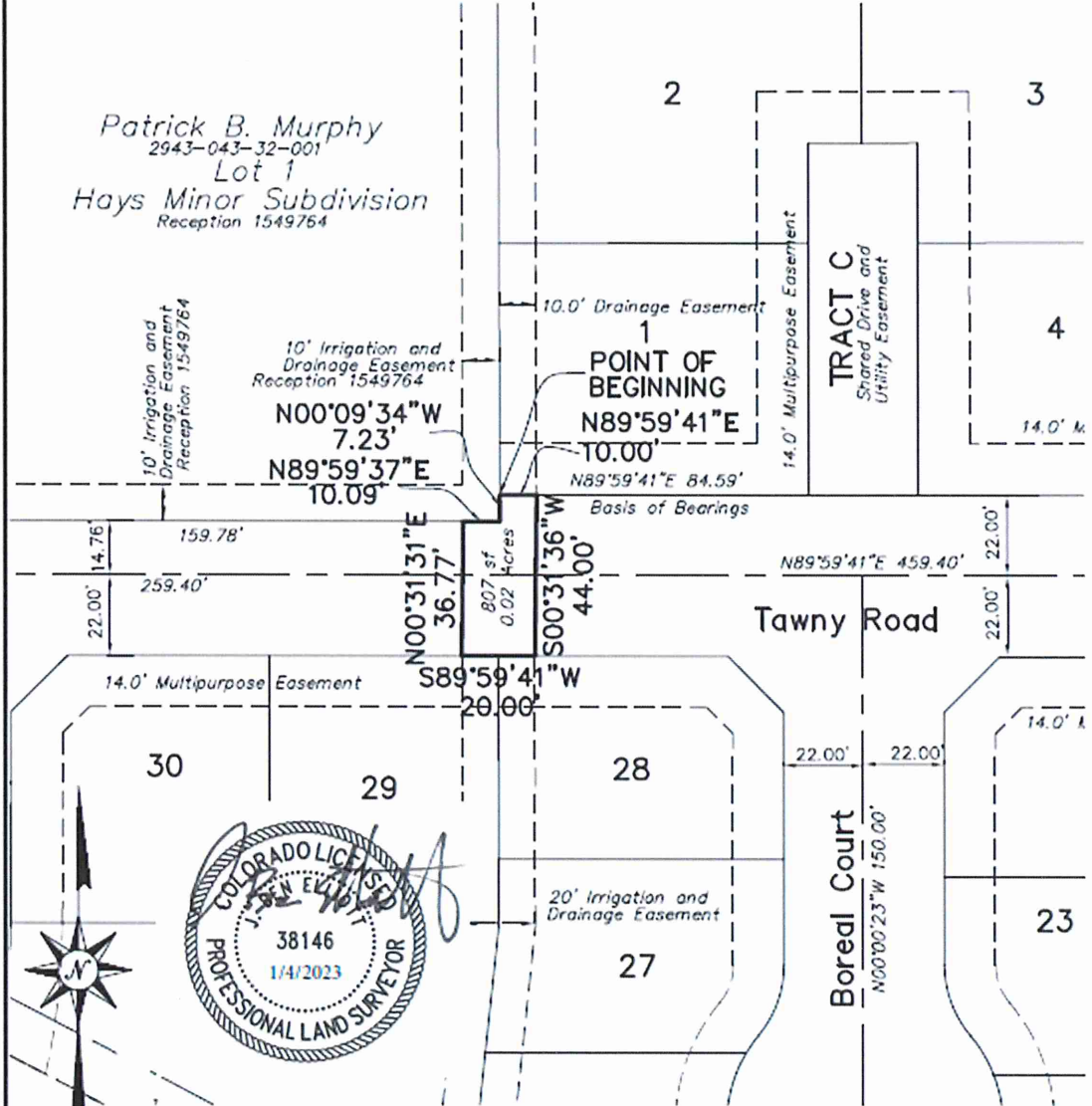
\_\_\_\_\_  
Notary Public





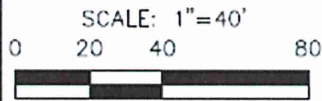
# EXHIBIT B REVOCABLE PERMIT 2

Patrick B. Murphy  
2943-043-32-001  
Lot 1  
Hays Minor Subdivision  
Reception 1549764



**High Desert Surveying, Inc.**

591 25 Road, Unit B1  
Grand Junction, Colorado 81505  
Tele: 970-254-8649 Fax: 970-241-0451



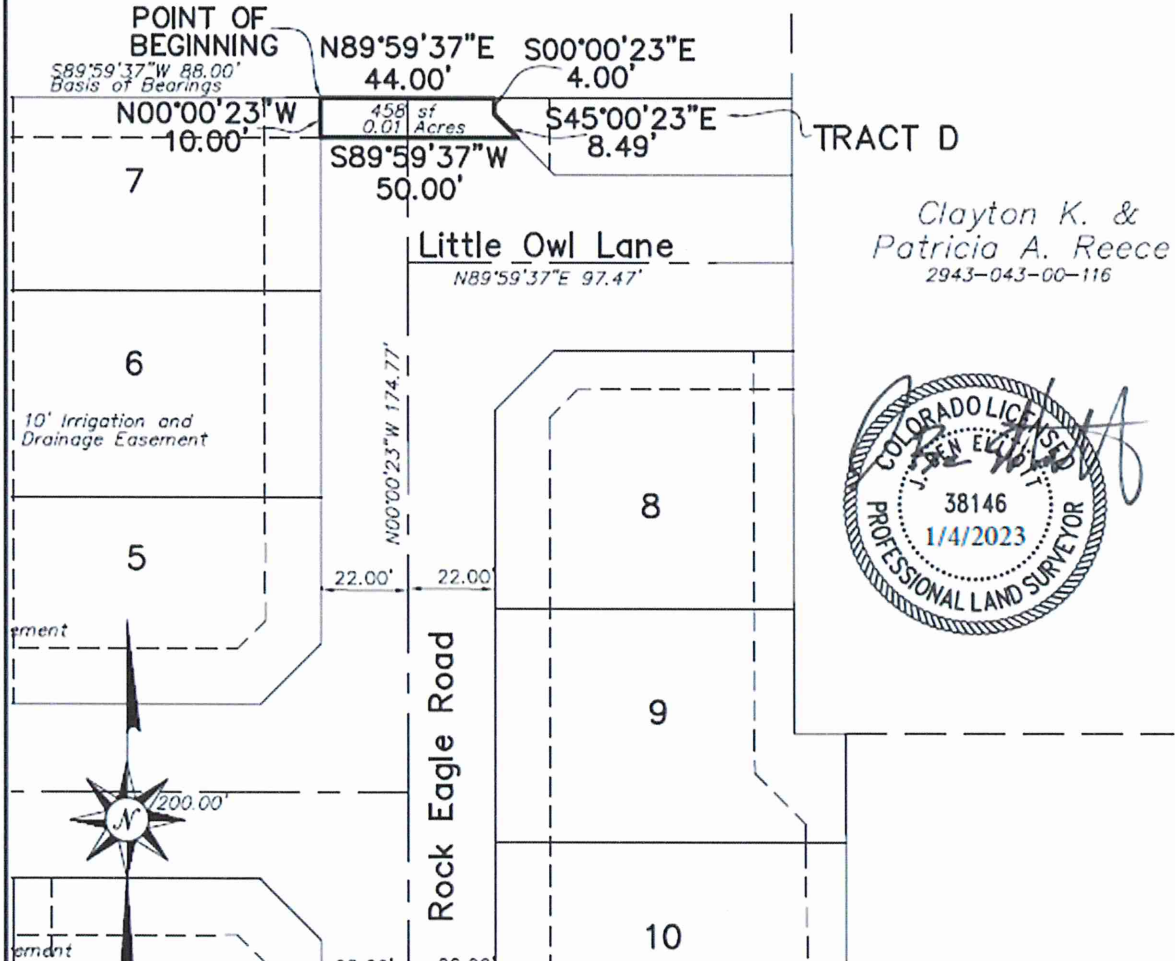
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DATE: January, 2023	knr	pe	1	1





# EXHIBIT B REVOCABLE PERMIT 4

*Parcel 1, Reece Boundary Line Adjustment  
Mesa County Land Survey Deposit  
Deposit 3915-07 or 3916-07  
Book 1, Page 119  
2943-043-00-209  
David E. & Laurie L. Overgaard*

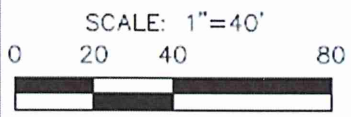


TRACT D

*Clayton K. &  
Patricia A. Reece  
2943-043-00-116*



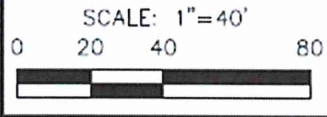
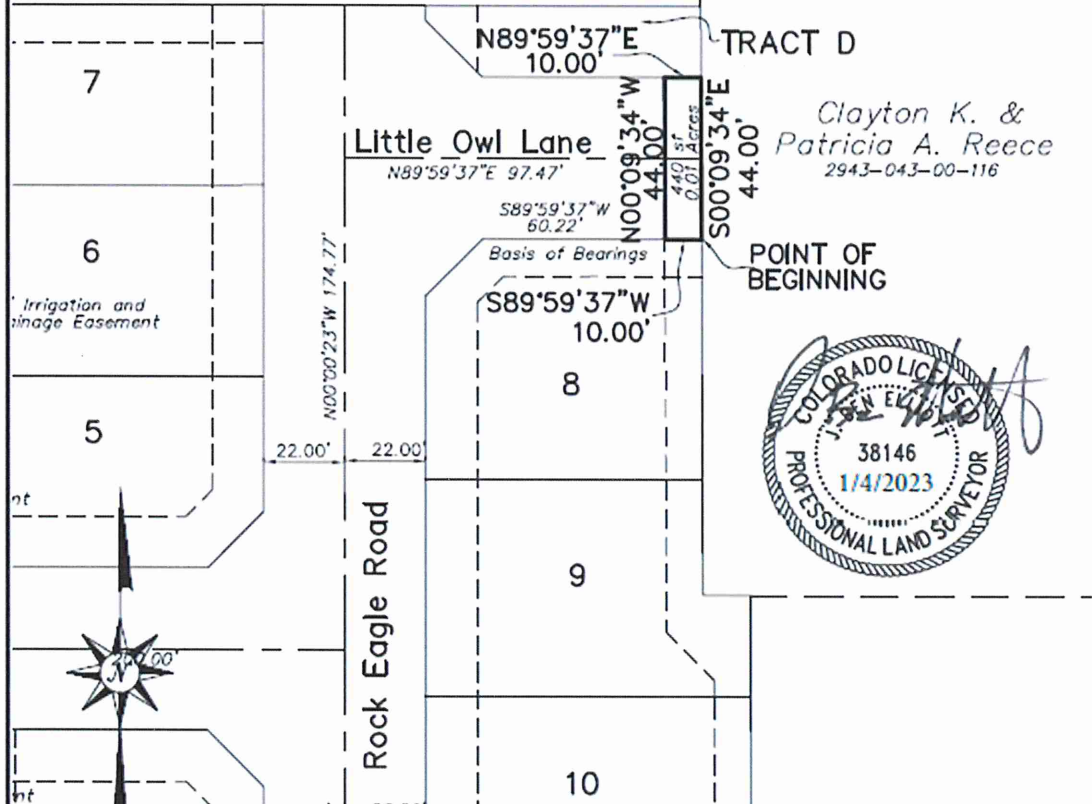
*High Desert Surveying, Inc.  
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Grand Junction, Colorado 81505  
Tel: 970-254-8649 Fax: 970-241-0451*



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# EXHIBIT B REVOCABLE PERMIT 5

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