

## REVOCABLE PERMIT

### Recitals.

1. Darin Carei, on behalf of Senergy Builders, LLC, hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner 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 Presley Avenue, to wit:

#### Permit Area:

*A tract of land situated in the Northeast Quarter of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:*

*Beginning at the Southwest Corner of Lot 1, Block 4 of Graff Meadows Filing One as recorded at Reception Number 2870118 of the Mesa County Records, from whence the South East Corner of said Lot 1 Block 4 bears N89°55'28"E a distance of 83.60 feet for a Basis of Bearings, all bearings herein related thereto; thence S0°03'07"E along the West line of the Presley Avenue Road Right of Way of said Graff Meadows Filing One a distance of 52.00 feet to the start of a non-tangent curve to the left and the Southerly line of the Presley Avenue Right of Way shown at Graff Meadows Filing Three; thence along said non-tangent curve to the left and said Southerly line an arc length of 5.00 feet with a radius of 124.00 feet and a central angle of 2°18'39" whose chord bears S88°46'07"W a distance of 5.00 feet; thence N0°03'07"W a distance of 52.03 feet to the start of a non-tangent curve to the right and the Northerly line of said Presley Avenue; thence along said non-tangent curve to the right and said Northerly line an arc length of 5.00 feet with a radius of 176.00 feet and a central angle of 1°37'41" whose chord bears N89°07'03"E a distance of 5.00 feet to the Point of Beginning.*

*Said tract of land contains 260 square feet as 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 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 Petitioner 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 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 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 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 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, agrees 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.

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 20<sup>th</sup> day of AUGUST, 2023.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

Nick Hall  
~~Interim~~ Planning Supervisor

Ta [Signature]  
Community Development Director

Acceptance by the Petitioners:

Darin Carei [Signature]  
Darin Carei, Managing Member  
Senegy Builders, LLC



**AGREEMENT**

Darin Carei, Managing Member, Senergy Builders, 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 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 29<sup>th</sup> day of August, 2023.

By signing, the Signatory represents that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

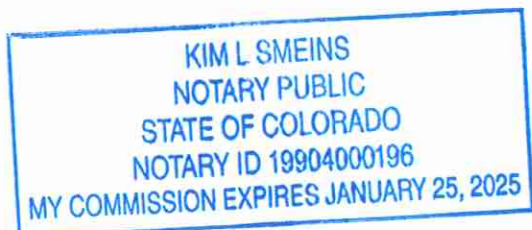
Darin Carei

Darin Carei, Managing Member  
Senergy Builders, LLC

State of Colorado )  
  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 29<sup>th</sup> day of August, 2023, by Darin Carei, Managing Member, Senergy Builders, LLC.

My Commission expires: Jan. 25<sup>th</sup>, 2025  
Witness my hand and official seal.



[Signature]  
Notary Public