

REVOCABLE PERMIT

Recitals.

1. Grand Junction Housing Authority, a body corporate and politic, its successors and assigns, 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 landscaping improvements, as approved by the City, within the limits of the following described public rights-of-way for Durham Drive to wit:

Permit Area:

A 552 square foot area within the eastern public right-of-way for Durham Drive as shown and dimensioned on sheet LS-102 hereinafter described as Exhibit A.

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 landscaping 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 landscaping 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 landscaping 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.

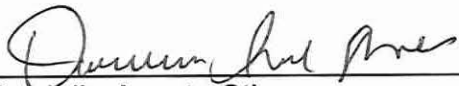
6. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all plantings, improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install any trees, vegetation 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 day of July, 2025.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality



Daniella Acosta Stine
Principal Planner



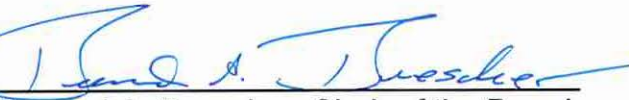
Tamra Allen
Community Development Director

Acceptance by the Petitioners:

Grand Junction Housing Authority, a body corporate and politic

By: 

Scott Aker, COO and Acting CEO

By: 

Bernard A. Buescher, Chair of the Board
of Commissioners

AGREEMENT

Grand Junction Housing Authority, a body corporate and politic, for themselves and for their successors and assigns, does hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for landscaping 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 10th day of July, 2025.

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.

Grand Junction Housing Authority, a body corporate and politic

By: 

Scott Aker, COO and Acting CEO

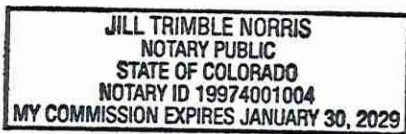
By: 

Bernard A. Buescher, Chair of the Board
of Commissioners

State of Colorado)
) ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 10th day of July, 2025, by Scott Aker, as COO and Acting CEO, Grand Junction Housing Authority, a body corporate and politic.

My Commission expires: 1-30-2025
Witness my hand and official seal.

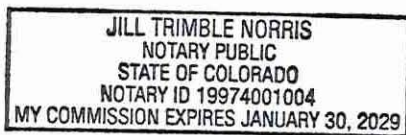


Jill Trimble Norris
Notary Public

State of Colorado)
) ss.
County of Mesa)

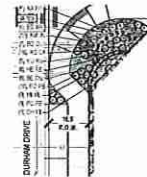
The foregoing Agreement was acknowledged before me this 10th day of July, 2025, by Bernard A. Buescher, as Chair of the Board of Commissioners of Grand Junction Housing Authority, a body corporate and politic.

My Commission expires: 1-30-2029
Witness my hand and official seal.



Jill Trimble Norris
Notary Public

Exhibit A



DURHAM DRIVE (NORTHERN) R.O.W. - 552 SF



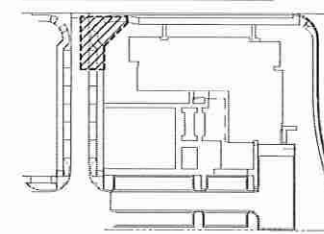
PLANT SCHEDULE

QTY	ITEM NAME	DESCRIPTION	SIZE	HT	WIDE	SPACING
VEGETATION						
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
VEGETATION						
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
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VEGETATION						
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
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100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'
100	1	REDWOOD TREES (10' TALL)	10'	10'	10'	10'

REFERENCE NOTES

NO.	DESCRIPTION	DATE	BY
1	REVISION	10/10/2024	DA
2	REVISION	10/10/2024	DA

KEY MAP



NORRIS DESIGN
PEOPLE • PLACES • PROGRESS

11100 10TH AVENUE
DENVER, CO 80202
303.733.7100

NORRIS-DESIGN.COM



GJHA - THE CURRENT
\$74 DURHAM DRIVE
GRAND JUNCTION, CO 81505

REVISIONS
NO. DATE DESCRIPTION
1 10/10/2024 ROUND ELEMENTS
2 10/10/2024 ROUND ELEMENTS

PROJECT NUMBER
122078.00

DATE
10/10/2024

ISSUED FOR
ISSUED FOR PERMIT/GOV

SHEET TITLE
DURHAM DRIVE
(NORTHERN) RIGHT OF
WAY LANDSCAPING
SHEET NUMBER
LS-102

ACCEPTANCE BLOCK
THE CITY OF GRAND JUNCTION, COLORADO, HEREBY ACCEPTS THE GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN, OR THE CITY'S USE OR ACCEPTANCE. REVIEWER ASSUMES ANY LIABILITY FOR ANY OTHER VIOLATIONS, PERSONS, IN THE DESIGN OR CONSTRUCTION OF THE PROJECT, THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD. CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.
Daniella Acosta
Digitally signed by Daniella Acosta
Date: 2024.10.10 15:03:22 -0700
DATE