

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 irrigation improvements, as approved by the City, within the limits of the following described public rights-of-way for Durham Drive, to wit:

Permit Area: (or: Durham Drive)

See attached Exhibit A, pages 1 and 2.

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 Petitioner's 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.

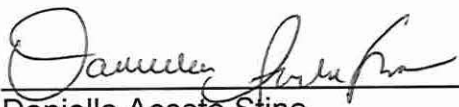
5. This Revocable Permit for irrigation improvements shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and 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 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 Petitioner's 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:



Daniella Acosta Stine
Principal Planner

The City of Grand Junction,
a Colorado home rule municipality



Tamra Allen
Community Development Director

Acceptance by the Petitioners:

Grand Junction Housing Authority, a body corporate and politic

By: 

Scott Aker, Acting CEO

By: 

Bernard A. Buescher, Chair of the Board
of Commissioners

AGREEMENT

Grand Junction Housing Authority, a body corporate and politic ("GJHA"), its, successors and assigns, 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 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

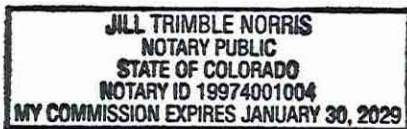
By: 

Bernard A. Buescher, Chair, 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: 1-30-2029
Witness my hand and official seal.

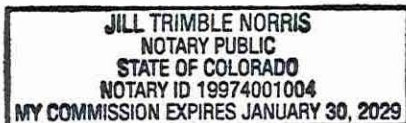


Jill Trimble Norris
Notary Public

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 -

Description of Revocable Use Permit

A Revocable Use Permit lying within the NE 1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, being situated in the Right of Way for Durham Drive, as shown on Confluence Subdivision, Filing 1, recorded as Reception No. 3083356 on January 12, 2024, and being adjacent to Lots 1 & 19, of said Confluence Subdivision, Filing 1, said Revocable Use Permit being more particularly described as follows:

COMMENCING at a found 5/8" rebar and 1.25" Blue Plastic Cap stamped SGM PLS 38388, for a northwest corner of said Lot 1, same being an angle point in the east right of way line of said Durham Drive, the POINT OF COMMENCEMENT;

Thence S 00°01'25" W (Basis of Bearings for this description) a distance of 230.47 feet to a found 5/8" rebar and 1.25" Blue Plastic Cap stamped SGM PLS 38388, in the west line of said Lot 1, same being the east right of way line of said Durham Drive, the TRUE POINT OF BEGINNING;

Thence along the east right of way line of said Durham Drive, along a curve to the left a distance of 4.66 feet, having a radius of 121.00 feet, a central angle of 2°12'27", the chord of which bears S 01°04'48" E a distance of 4.66 feet, from which a found 5/8" rebar and 1.25" Blue Plastic Cap stamped SGM PLS 38388, for the southwest corner of said Lot 1, same being an angle point in the north line of said Lot 19, bears along a curve to the left a distance of 6.01 feet, having a radius of 121.00 feet, a central angle of 2°50'41", the chord of which bears S 03°36'22" E a distance of 6.01 feet;

Thence N 89°58'35" W a distance of 60.04 feet to a point in the west right of way line of said Durham Drive, same being an east line of said Lot 19;

Thence along the west right of way line of said Durham Drive, along a curve to the right a distance of 2.50 feet, having a radius of 179.86 feet, a central angle of 0°47'47", the chord of which bears N 00°57'26" W a distance of 2.50 feet to a found 5/8" rebar and 1.25" Blue Plastic Cap stamped SGM PLS 38388;

Thence N 44°59'28" W, along the west right of way line of said Durham Drive, a distance of 10.61 feet;

Thence S 89°58'35" E a distance of 67.49 feet to a point in the east right of way line of said Durham Drive;

Thence S 00°01'25" W, along the east right of way line of said Durham Drive, 5.34 feet to the TRUE POINT OF BEGINNING;

The above described Revocable Use Permit contains 628 Square Feet (0.01 Acres), more or less.

LEGAL DESCRIPTION CREATED BY:

ROBERT E. BRANDEBERRY
COLORADO PLS NO. 38388
FOR, AND ON BEHALF OF SGM INC.



Revocable Use Permit
Section 5, Township 1 South,
Range 1 West of the Ute P.M.
Grand Junction, Colorado

Job No. 2022-525.003
Drawn by: AO
Date: 3/10/2025
Approved: BB
File: GJHA-SARS-Revocable_Use_Permit.dwg

Exhibit A

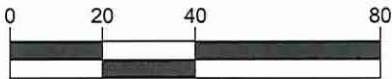
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- Exhibit A -

Graphic Scale



In Feet: 1" = 40'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°59'28"W	10.61'
L2	S00°01'25"W	5.34'

- LEGEND -

- ☒ - Found 18" Long 5/8" Rebar & 1.25" Blue Plastic Cap Stamped SGM PLS 38388

Point of Commencement

Owner: Grand Junction
Housing Authority

Parcel No. 2945-051-27-001
Lot 1

Confluence Subdivision, Filing 1
Reception No. 3083356
674 Durham Drive

Durham Drive
(60' ROW)
Reception No. 3083356

S0°01'25"W 230.47' (TIE)
Basis of Bearings

Revocable Use Permit

0.01 Ac. ±

628 SQ. FT. ±

Point of Beginning

Owner: Grand Junction
Housing Authority
Parcel No. 2945-051-27-019
Lot 19
Confluence Subdivision, Filing 1
Reception No. 3083356
674 23 3/4 Road

S89°58'35"E
67.49'
N89°58'35"W 60.04'
C1
C3
(TIE)

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.66'	121.00'	2°12'27"	S01°04'48"E	4.66'
C2	2.50'	179.86'	0°47'47"	N00°57'26"W	2.50'
C3	6.01'	121.00'	2°50'41"	S03°36'22"E	6.01'

Note: This Easement Exhibit is intended to graphically depict the legal description for an Easement. This Easement Exhibit is not a Land Survey Plat or a Monumented Land Survey.

Legal description and Exhibit created by
For, and behalf of SGM Inc



Revocable Use Permit
Section 5, Township 1 South,
Range 1 West of the Ute P.M.
Grand Junction, Colorado

Job No. 2022-525.003
Drawn by: AQ
Date: 3/10/2025
Approved: BB
File: GJHA-24Rd-Revocable_Irr_Permit

Exhibit A

Page No.

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