

## REVOCABLE PERMIT

### Recitals.

1. The Court LLC – Ray Rickard, Manager, 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 right-of-way for Centercliff Drive, to wit:

#### Permit Area:

See attached Exhibit A and B

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, FELIX LANDRY, AS PLANNING SUPERVISOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of irrigation 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 Petitioners 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 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 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 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 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 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 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 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 11<sup>th</sup> day of January, 2022

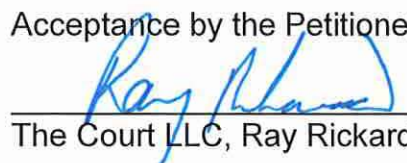
Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
Planner

  
Planning Supervisor

Acceptance by the Petitioners:

  
The Court LLC, Ray Rickard, Manager



## AGREEMENT

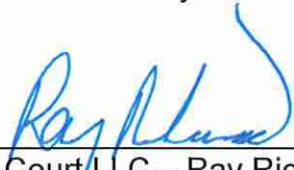
The Court LLC – Ray Rickard, Manager, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for landscaping and irrigation. Furthermore, they shall indemnify the City of Grand Junction, its officers, 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 11<sup>th</sup> day of January, 2022

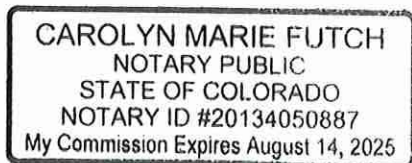
By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

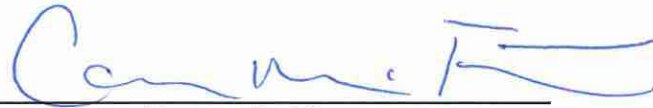
  
\_\_\_\_\_  
The Court LLC – Ray Rickard, Manager

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 11<sup>th</sup> day of JANUARY, 2022 by The Court LLC – Ray Rickard, Manager.

My Commission expires: 8/14/2025  
Witness my hand and official seal.



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

**EXHIBIT A**  
**10.0' WIDE REVOCABLE PERMIT FOR IRRIGATION**

A portion of that parcel of land in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 1, Township 1 South, Range 1 West, of the Ute Meridian, Grand Junction, Mesa County, Colorado, being described as follows:

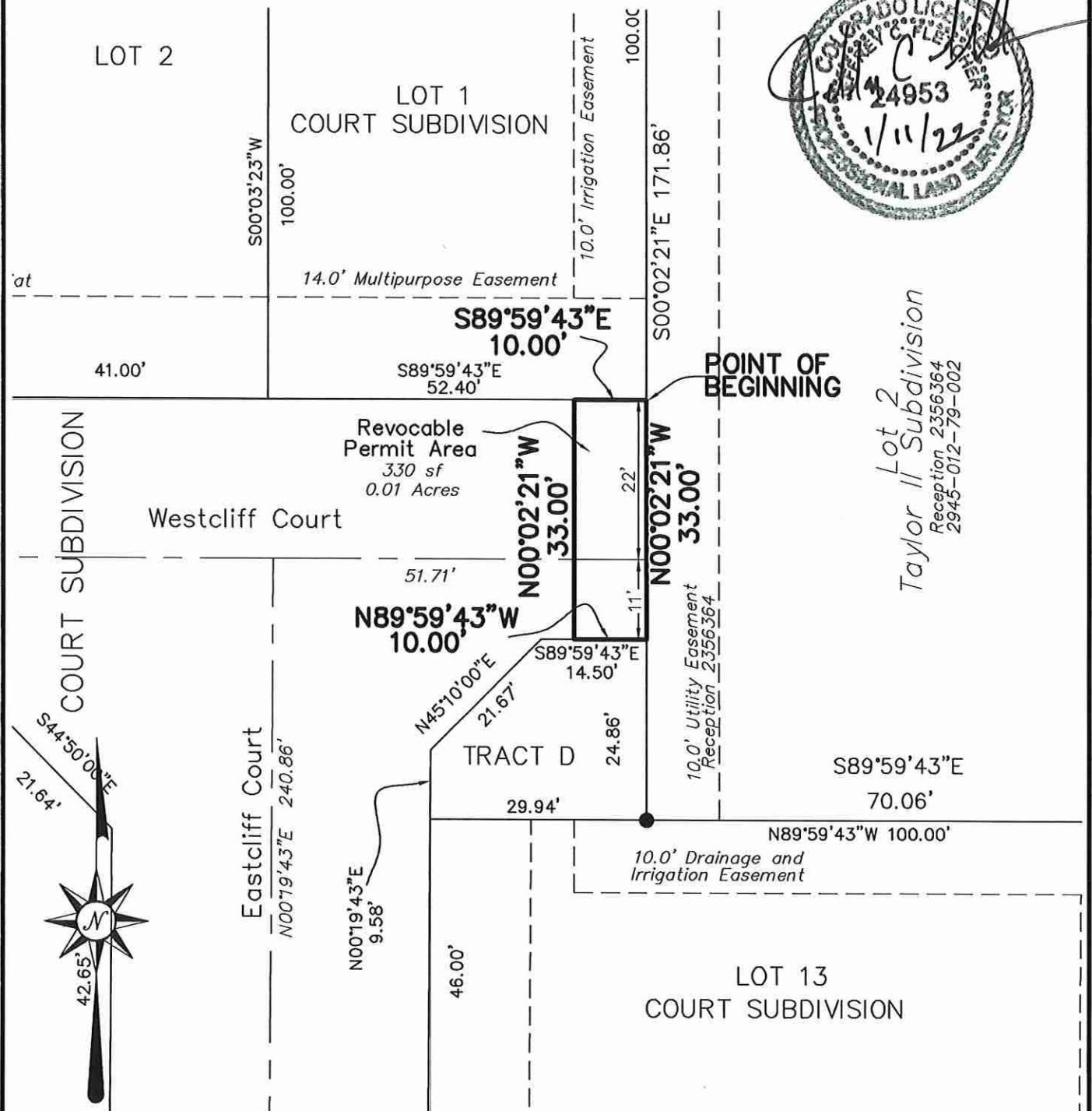
Across that portion of land described as COURT SUBDIVISION recorded in the Mesa County Clerks records and being a REVOCABLE PERMIT across the East end of the right-of-way for Westcliff Court and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1 said COURT SUBDIVISION whence the Southwest corner of said Lot 1 bears North 89°59'43" West a distance of 52.40 feet for a basis of bearings, with all bearings contained herein relative thereto; thence South 00°02'21" East, a distance of 33.00 feet, along the East line of Westcliff Court as shown on the plat of said COURT SUBDIVISION to the North line of Tract D, as shown on said plat; thence North 89°59'43" West, a distance of 10.00 feet, along the North line of said Tract D, also being the South right-of-way line of Westcliff Court; thence North 00°02'21" West, a distance of 33.00 feet, to the South line of said Lot 1, also being the North line of said Westcliff Court right-of-way; thence South 89°59'43" East, a distance of 10.00 feet, along said North right-of-way line to the POINT OF BEGINNING.

Said parcel containing an area of 330.00 Square Feet, 0.01 Acres, as herein described.



# EXHIBIT B



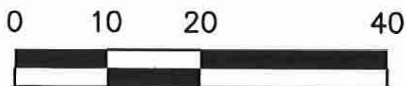
*Taylor II Subdivision*  
 Reception 2356364  
 2945-012-79-002

**High Desert Surveying, LLC**

1673 Highway 50 Unit C  
 Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-241-0451

SCALE: 1"=20'



PROJ. NO. 18-113	Drawn	APP'D	SHEET	OF
DATE: July, 2019	knr	jcf	1	1