

REVOCABLE PERMIT

Recitals.

1. Tommy E Nelson and Tana S Nelson, 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 an existing portion of split-rail wood fence, within the limits of the following described public rights-of-way, to wit:

(See Attached Exhibit)

An portion of the North 15th Street right-of-way as described at, Reception Numbers 991163 & 1393833, situate in the W1/4 of the NE1/4 of the SW1/4 of Section 1, Township 1 South, Range 1 West, of the Ute Meridian, being more specifically described as follows:

Commencing at the Southwest 1/16 Corner of Said Section 1, whence the Center West 1/16 Corner of said section bears N00°00'54"E, a distance of 1318.45 feet, with all bearings being relative thereto; Thence S89°48'47"E a distance of 27.50 feet, to the easterly right-of-way of Said North 15th Street; thence along said easterly right-of-way, N00°00'54"E a distance of 148.36 feet; to the Point of Beginning; Thence the following courses and distances;

1. Leaving said right-of-way, N89°59'06"W a distance of 4.50 feet
2. N00°00'54"E a distance of 201.17 feet;
3. S87°45'21"E a distance of 4.50 feet, to the easterly right-of-way of said street;
4. Along said easterly right-of-way, S00°00'54"W a distance of 200.99 feet, to the Point of Beginning.

Said parcel containing approximately 905 Square Feet.

2. Based on the authority of the Charter and § 21.02.050(l) 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 HER LAWFUL AUTHORITY, TAMRA ALLEN, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purpose of fence improvements within the limits of the public right-of-way described; provided, however, that this Permit is conditioned upon the following:

3. The installation, operation, maintenance, repair and replacement of the fence 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.

4. 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.

5. 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.

6. 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.

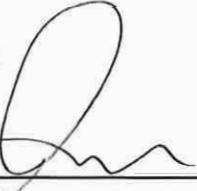
7. This Revocable Permit for fence improvements shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioners' successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify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

8. 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 authorized pursuant to this Permit. The Petitioners shall not install any trees, vegetation or other improvements that create sight distance problems.

9. This Revocable Permit and the following Agreement shall be recorded in the office of the Mesa County Clerk and Recorder.

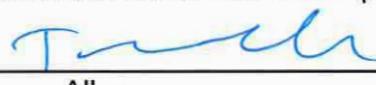
Dated this 11th day of February, 2016.

Written by:



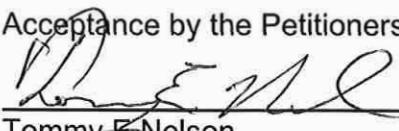
John Gross
Associate Planner

The City of Grand Junction,
A Colorado home rule municipality



Tamra Allen
Community Development Director

Acceptance by the Petitioners:


Tommy E. Nelson


Tana S. Nelson

AGREEMENT

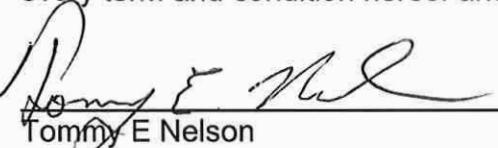
Tommy E Nelson and Tana S Nelson, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for fence improvements within the public rights-of-way. Furthermore, they shall indemnify the City of Grand 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, Permittee shall 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 4th day of February, 2024.

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.


Tommy E Nelson

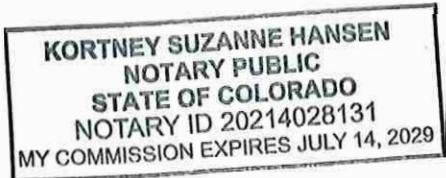

Tana S Nelson

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 4th day of February, 2024,
by Tommy E. Nelson and Tana S. Nelson

My Commission expires: July 14, 2029
Witness my hand and official seal.


Notary Public



Exhibit

Revocable permit 3200 N 15th Street

An portion of the North 15th Street right-of-way as described at, Reception Numbers 991163 & 1393833, situate in the W1/4 of the NE1/4 of the SW1/4 of Section 1, Township 1 South, Range 1 West, of the Ute Meridian, being more specifically described as follows:

Commencing at the Southwest 1/16 Corner of Said Section 1, whence the Center West 1/16 Corner of said section bears N00°00'54"E, a distance of 1318.45 feet, with all bearings being relative thereto; Thence S89°48'47"E a distance of 27.50 feet, to the easterly right-of-way of Said North 15th Street; thence along said easterly right-of-way, N00°00'54"E a distance of 148.36 feet; to the Point of Beginning; Thence the following courses and distances;

1. Leaving said right-of-way, N89°59'06"W a distance of 4.50 feet
2. N00°00'54"E a distance of 201.17 feet;
3. S87°45'21"E a distance of 4.50 feet, to the easterly right-of-way of said street;
4. Along said easterly right-of-way, S00°00'54"W a distance of 200.99 feet, to the Point of Beginning.

Said parcel containing approximately 905 Square Feet.

These descriptions were prepared by Jodie Grein LS-38075 for Rolland Consulting Engineers, 405 Ridges Blvd., Grand Junction, CO. 970-243-8300



EXHIBIT

IN THE W1/4 NE1/4 SW1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST,
UTE MERIDIAN, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

CW 1/16 CORNER
SECTION 1
T1S, R1W U.M.
LS-38075

S 87°45'21" E
4.50'

CREST VIEW SUBDIVISION
R.N. 1197023

THE FOUNTAINS
R.N. 1841968

15TH STREET BASIS OF BEARINGS
1318.45' N 00°00'54" E

N 00°00'54" E 201.17'
S 00°00'54" W 200.99'

LOT 2

2945-013-26-002
STOKES III SUBDIVISION
3200 N 15TH ST
GRAND JUNCTION, CO 81506

REVOCABLE
PERMIT
905 SQUARE FEET

N 89°59'06" W
4.50'

POINT OF
BEGINNING

LOT 1
2945-013-26-001
STOKES III SUBDIVISION
3150 N 15TH ST
GRAND JUNCTION, CO 81506

POINT OF
COMMENCEMENT
SW 1/16 CORNER
SECTION 1
T1S, R1W U.M.

WESTERLY LINE
NE1/4 SW1/4 SEC. 1
27.50' R.O.W.
(R.N. 991163 & R.N. 1393833)

N 00°00'54" E 148.36'

S 00°00'54" E 27.50'

ABBREVIATIONS

T	TOWNSHIP
R	RANGE
R.N.	RECEPTION NUMBER
U.M.	UTE MERIDIAN
ST	STREET
R.O.W.	RIGHT-OF-WAY

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



Jodie L. Grein
Registered Professional Land Surveyor
P.L.S. No. 38075

0' 50' 100' 150'



SCALE : 1"=50'
ALL LINEAL UNITS ARE
EXPRESSED IN U.S. SURVEY FEET



Rolland Consulting Engineers, LLC
405 Ridges Blvd, Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcoeg.com

EXHIBIT REVOCABLE PERMIT 3200 15th STREET

IN THE W1/4 NE1/4 SW1/4 OF SECTION 1,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rev.	Sheet
JLG	JLG	JAM	C1448		1

File Name: C:\C1448\C1448-Revocable.dwg

Date 12/15/25 Of 1

NOT A SURVEY PLAT