

## REVOCABLE PERMIT

### Recitals.

1. Halls Estates, LLC, 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 Serenity Lane, Hannah Lane and Tamera Lane, to wit:

Permit Area: Refer to Legal Descriptions 1-3 and associated exhibits, attached.

2. Based on the authority of the Charter and § 2.17B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Public Works and Planning 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, LISA COX, AS PLANNING MANAGER, DOES HEREBY ISSUE:

to the above-named Petitioners 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 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 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.

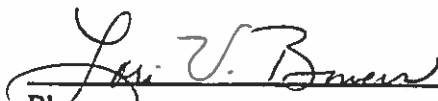
6. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install any improvements that create 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 2nd day of April, 2014.

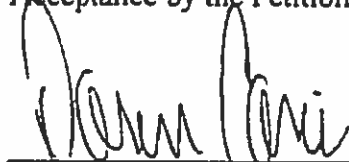
Written and Recommended by:

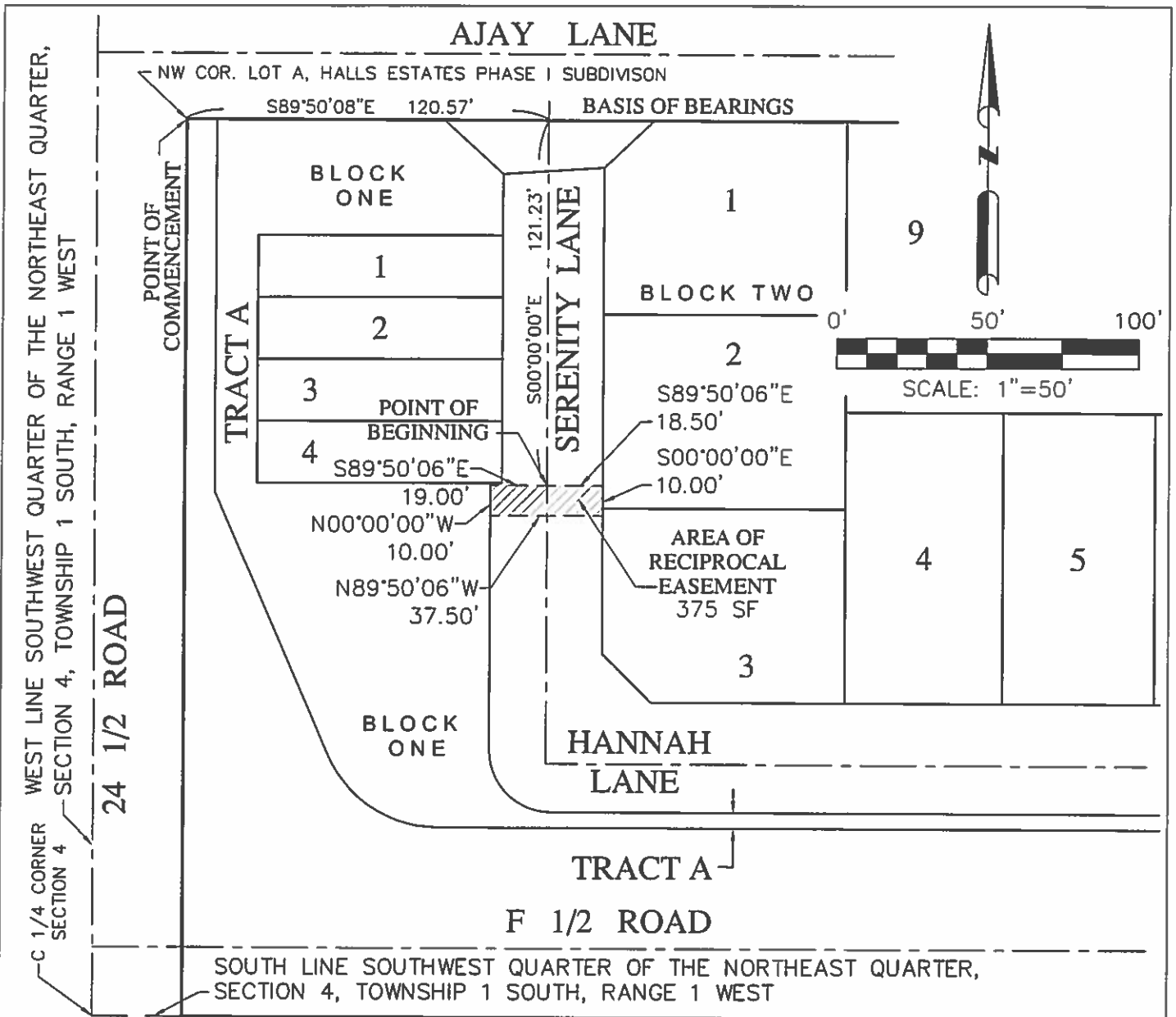
The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
(Planner)

\_\_\_\_\_  
Planning Manager,  
Public Works and Planning Department

Acceptance by the Petitioners:

  
\_\_\_\_\_  
Darin Carei, President  
Halls Estates, LLC



**BASIS OF BEARINGS**

The Basis of Bearings for this exhibit is the northerly line of Lot A as shown by that plat of "Halls Estates Phase I Subdivision" on file in the Mesa County Clerk and Recorder's Office as Reception No. 2537758, lying within the SW 1/4 of the NE 1/4 of Sec. 4, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.  
Said line bears South 89°50'08" East.

**LEGAL DESCRIPTION**

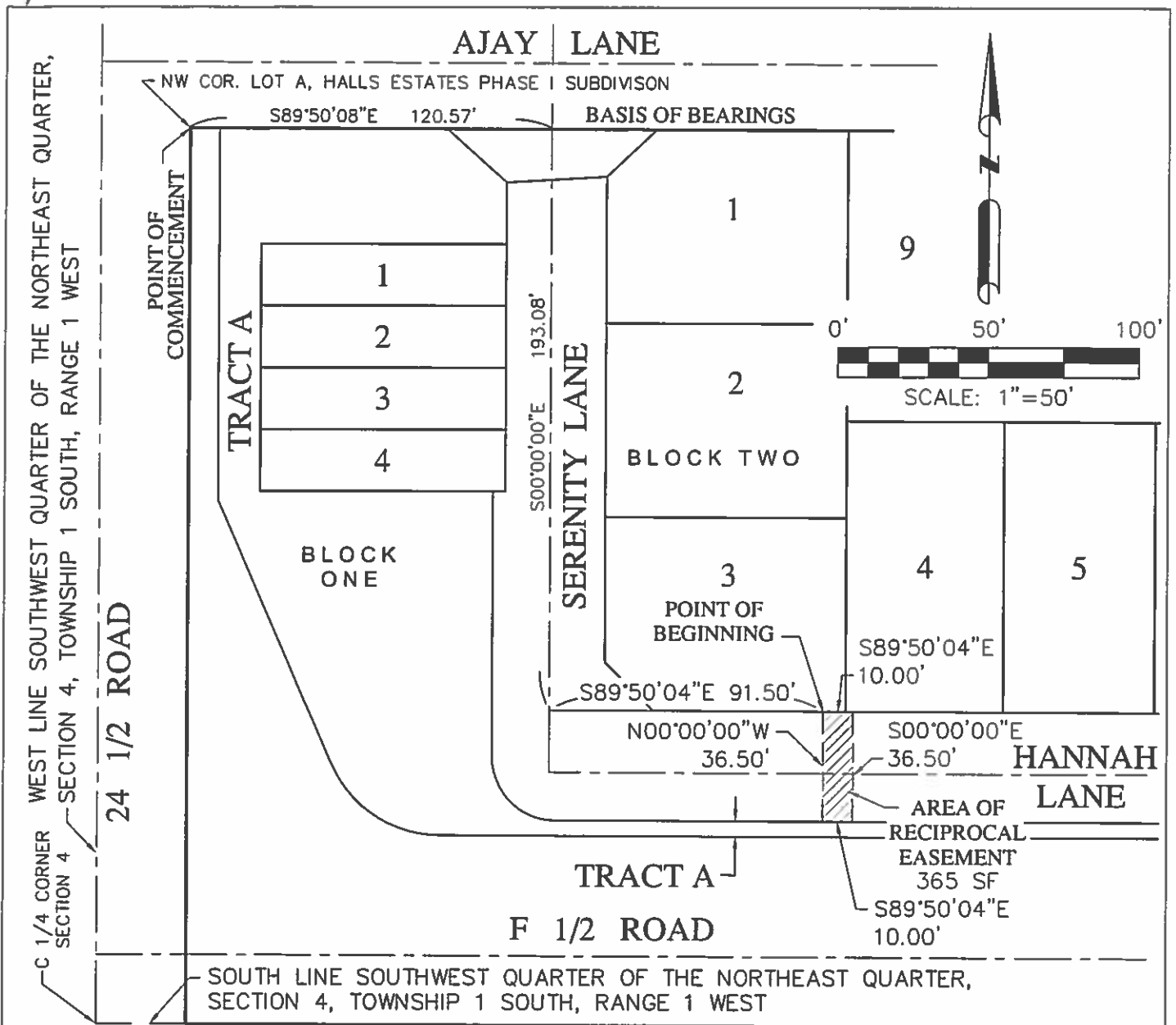
Commencing at the NW Corner of Lot A as shown by that plat of "Halls Estates Phase I Subdivision" as recorded in the Mesa County Clerk and Recorder's Office as Reception No. 2537758, thence S89°50'08"E 120.57', thence South 121.23' to the Point of Beginning, thence S89°50'06"E 18.50', thence South 10.00', thence N89°50'06"W 37.50', thence North 10.00', thence S89°50'06"E 19.00' to the Point of Beginning, containing 375.0 s.f. more or less.

DRAWING NUMBER  <b>1</b>  OF 1	ENGINEER	RLA
	DRAFTING	SLA
	DATE	02/15/12
	JOB NO.	11011E

REVOCABLE PERMIT FOR  
IRRIGATION NO. 1  
HALLS ESTATES, LLC  
HALLS ESTATES PHASE II  
GRAND JUNCTION, COLORADO



**ATKINS AND ASSOCIATES, INC.**  
518 28 Road, Suite B-105  
Grand Junction, Colorado 81501  
P 970.245.6630 F 970.245.2355




**BASIS OF BEARINGS**

The Basis of Bearings for this exhibit is the northerly line of Lot A as shown by that plat of "Halls Estates Phase I Subdivision" on file in the Mesa County Clerk and Recorder's Office as Reception No. 2537758, lying within the SW 1/4 of the NE 1/4 of Sec. 4, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado. Said line bears South 89°50'08" East.

**LEGAL DESCRIPTION**

Commencing at the NW Corner of Lot A as shown by that plat of "Halls Estates Phase I Subdivision" as recorded in the Mesa County Clerk and Recorder's Office as Reception No. 2537758, thence S89°50'08"E 120.57', thence South 193.08', thence N89°50'04"E 91.50' to the Point of Beginning, thence S89°50'04"E 10.00', thence South 36.50', thence N89°50'04"W 10.00', thence North 36.50' to the Point of Beginning, containing 365.0 s.f. more or less.

<b>DRAWING NUMBER</b>  <b>1</b>  OF 1	ENGINEER	RLA	<b>REVOCABLE PERMIT FOR IRRIGATION NO. 2</b> <b>HALLS ESTATES, LLC</b> <b>HALLS ESTATES PHASE II</b> <b>GRAND JUNCTION, COLORADO</b>	 <b>ATKINS AND ASSOCIATES, INC.</b> 518 28 Road, Suite B-105 Grand Junction, Colorado 81501 P 970.245.6630 F 970.245.2355
	DRAFTING	SLA		
	DATE	02/15/12		
	JOB NO.	11011E		

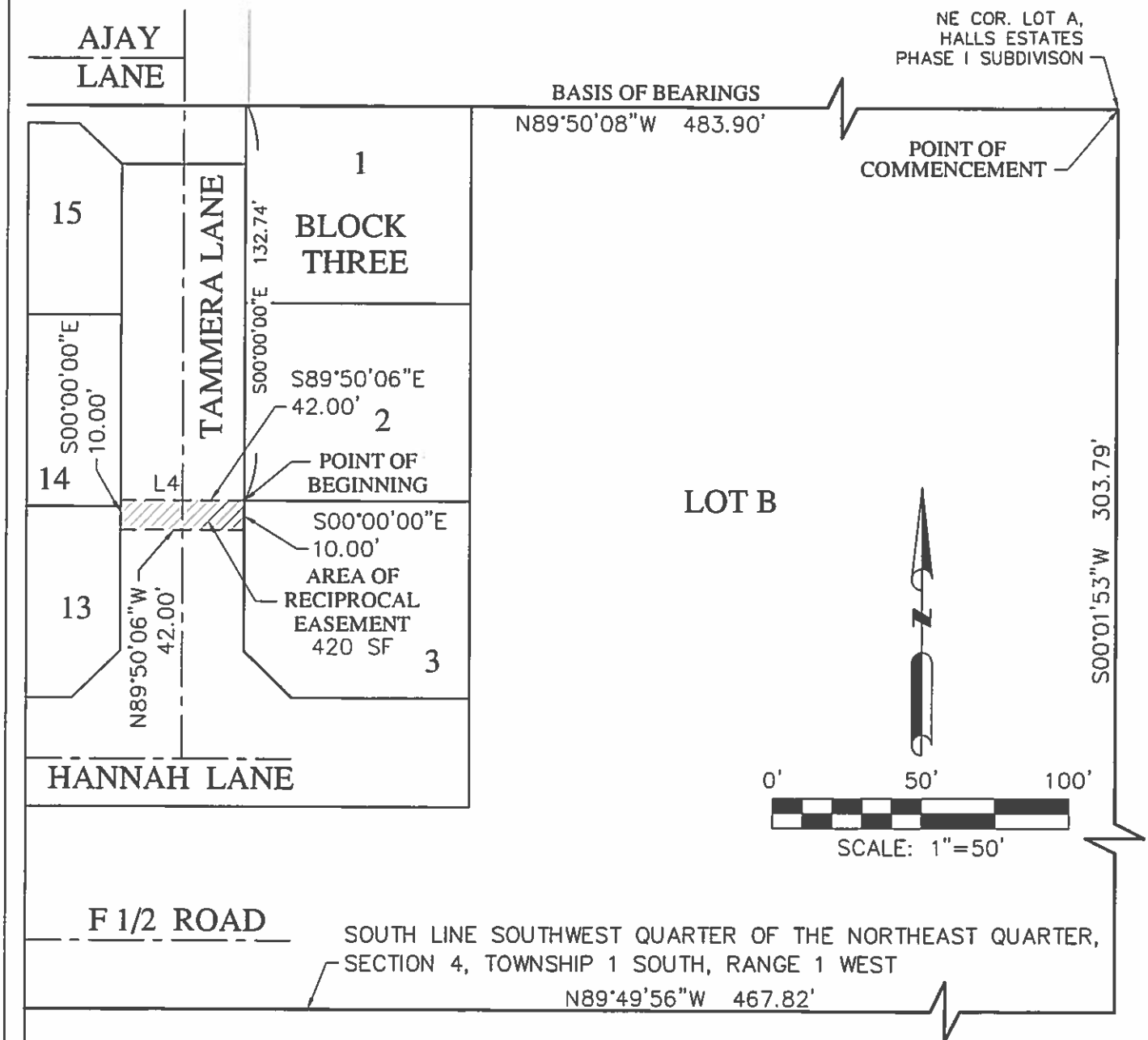
## BASIS OF BEARINGS


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Said line bears North 89°50'08" West.

## LEGAL DESCRIPTION

Commencing at the NE Corner of Lot A as shown by that plat of "Halls Estates Phase I Subdivision" as recorded in the Mesa County Clerk and Recorder's Office as Reception No. 2537758, thence N89°50'08"W 483.90', thence South 132.74' to the Point of Beginning, thence South 10.00', thence N89°50'06"W 42.00', thence North 10.00', thence S89°50'06"E 42.00' to the Point of Beginning, containing 420.0 s.f. more or less.



DRAWING NUMBER <b>1</b> OF 1	ENGINEER	RLA	REVOCABLE PERMIT FOR IRRIGATION NO. 3 HALLS ESTATES, LLC HALLS ESTATES PHASE II GRAND JUNCTION, COLORADO	 ATKINS AND ASSOCIATES, INC. 518 28 Road, Suite B-105 Grand Junction, Colorado 81501 P 970.245.6630 F 970.245.2355
	DRAFTING	SLA		
	DATE	02/15/12		
	JOB NO.	11011E		

**AGREEMENT**

Halls Estates, 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.

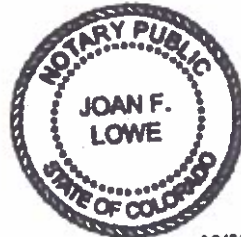
The Permittee acknowledges the existence of good and sufficient consideration for this Agreement.

Dated this 2nd day of April, 2014.

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.

Darin Carei  
Darin Carei, President  
Halls Estates, LLC

State of Colorado )  
                                  )ss.  
County of Mesa     )



My Commission Expires 08/09/2015

The foregoing Agreement was acknowledged before me this 2nd day of April, 2014, by DARIN CAREI.

My Commission expires: 08/09/2015  
Witness my hand and official seal.

Joan F. Lowe  
Notary Public