

**REVOCABLE PERMIT**

**Recitals.**

1. Heritage Estates LLC and Heritage Estates Subdivision Homeowners Association, Inc., 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 Chaffee Avenue and Little Rose Avenue, to wit:

Permit Area:

#1 From the southeast corner of Lot 66, northeasterly across Chaffee Avenue to the southwest corner of Lot 65; thence offsetting this line 10.00 feet northerly across Chaffee Avenue.

#2 From the southeast corner of Lot 61, northeasterly across Little Rose Avenue to the west line of Lot 99 being 10.00 feet south of the northwest corner of said Lot 99; thence offsetting this line 10.00 feet northerly across Little Rose Avenue.

#3 From the northeast corner of Lot 85, east across Little Rose Avenue to the west line of Lot 96 being 5.00 feet north of the southwest corner said Lot 96; thence offsetting this line 10.00 feet south across Little Rose Avenue.

#4 From the southeast corner of Lot 70, northeasterly across Chaffee Avenue to the northwest corner of Lot 81; thence offsetting this line 10.00 feet southerly across Chaffee Avenue.

#5 From the southeast corner of Lot 60, westerly 9.00 feet along the south line of Lot 60 for the beginning; thence S33°20'04"W, 73.27 feet across Wolcott Avenue to the northeasterly right-of-way of Lot 61; thence offsetting this line 10.00 feet southeasterly across Wolcott Avenue.

The above descriptions are all 10.00 feet wide and crossing public right-of-way located within the recorded subdivision plats of Heritage Estates, Filing 5, 6 & 7, City of Grand Junction, Mesa County, Colorado.

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 Public Works and Planning Departments, have 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, GREG MOBERG, 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 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 23<sup>rd</sup> day of July, 2014.

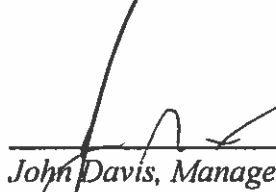
Written and recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
Planner

  
\_\_\_\_\_  
Planning Supervisor, Community Development

Acceptance by the Petitioner:

  
\_\_\_\_\_  
John Davis, Manager

*Heritage Estates, LLC, by Blue Star Construction, Inc. and Heritage Estates Subdivision  
Homeowners Association, Inc.*

# REVOCABLE PERMIT SKETCH

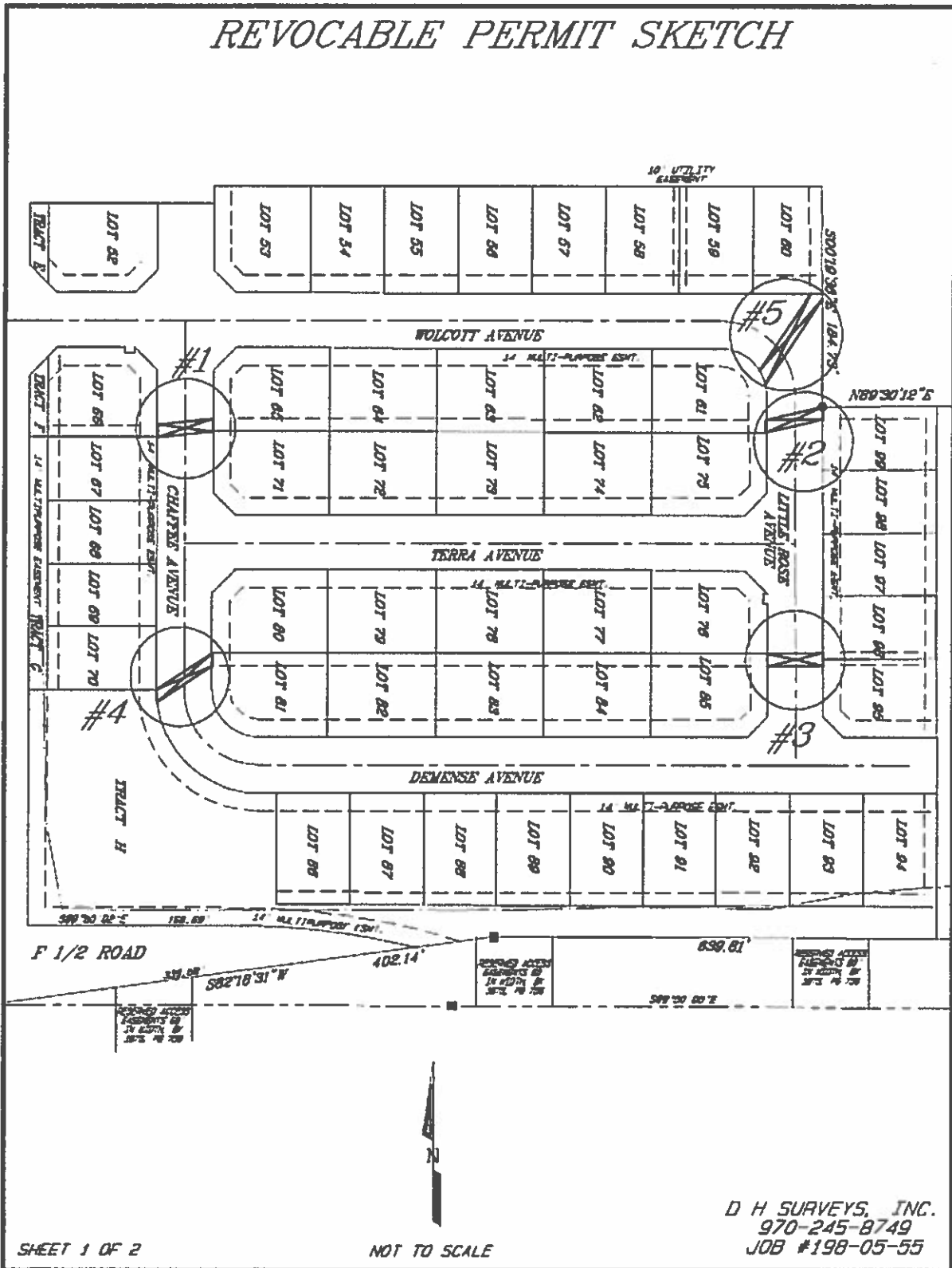


Exhibit A

**AGREEMENT**

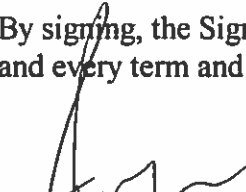
Heritage Estates LLC and Heritage Estates Subdivision Homeowners Association, Inc., for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation. Furthermore, they shall indemnify the City 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 7th day of July, 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.

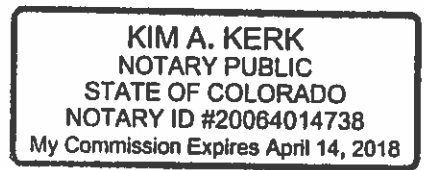
  
\_\_\_\_\_  
John Davis, Manager

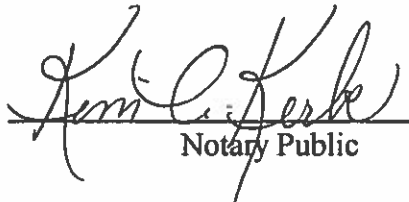
Heritage Estates, LLC, by Blue Star Construction, Inc. and Heritage Estates Subdivision Homeowners Association, Inc.

\_\_\_\_\_  
State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 7th day of July, 2014, by John Davis.

My Commission expires: 04/14/2014  
Witness my hand and official seal.



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