

TML05DRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	TML ENTERPRISES, INC.
PURPOSE:	RIGHT-OF-WAY TO ALLOW PETIONERS TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE IRRIGATION IMPROVEMENTS (FOR CORBETT LADUKE MF)
ADDRESS:	2946 D ROAD
PARCEL NO.:	2943-173-48-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

**REVOCABLE PERMIT**

**Recitals.**

1. *TML Enterprises, Inc., a Colorado Corporation* hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner 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 **29 1/2 Road Right of Way dedicated on the Corbett LaDuke Subdivision**, to wit:

Permit Area:

*The East twenty feet of the E1/4SE1/4SW1/4 of Section 17, Township 1 South, Range 1 East of the Ute Meridian.*

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 Community Development Director, 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, BOB BLANCHARD, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner 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 Petitioner 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 Petitioner, for itself and for its assigns, agree that it 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 Petitioner within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's 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 Petitioner agrees that it 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 Petitioner of an agreement that the Petitioner and the Petitioner's 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 Petitioner shall, at the sole expense and cost of the Petitioner, 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 right-of-way and, at its 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.

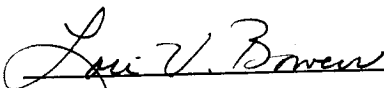
6. The Petitioner, for itself and for its assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of any and all improvements and/or facilities authorized pursuant to this Permit. The Petitioner shall not install any improvements that create sight distance problems.

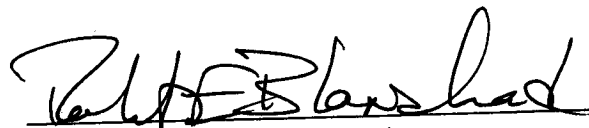
7. This Revocable Permit and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 26<sup>th</sup> day of September, 2005.

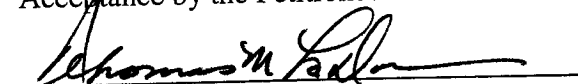
Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

  
\_\_\_\_\_  
Planner

  
\_\_\_\_\_  
Community Development Director

Acceptance by the Petitioner:

  
\_\_\_\_\_  
TML Enterprises, Inc.,  
a Colorado Corporation  
by Thomas Michael LaDuke, Manager

**AGREEMENT**

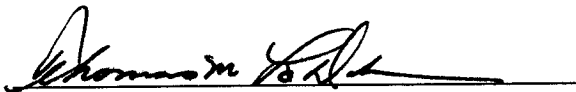
**TML Enterprises, Inc., a Colorado Corporation**, for itself for its assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation. Furthermore, it shall indemnify the City of Grand Junction, its officers, employees and agents and hold 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 29<sup>th</sup> day of August, 2005.

By signing, the Signatoy represents it has full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

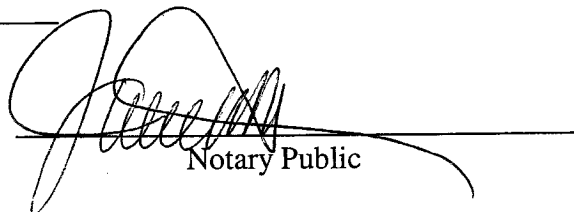
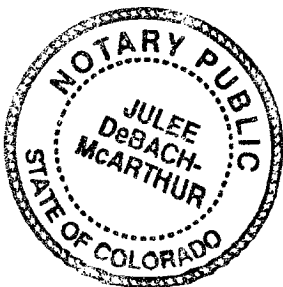


**TML Enterprises, Inc.,  
a Colorado Corporation by Thomas Michael LaDuke, Manager**

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this 29<sup>th</sup> day of August, 2005, by **TML Enterprises, Inc., a Colorado Corporation by Thomas Michael LaDuke, Manager.**

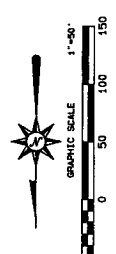
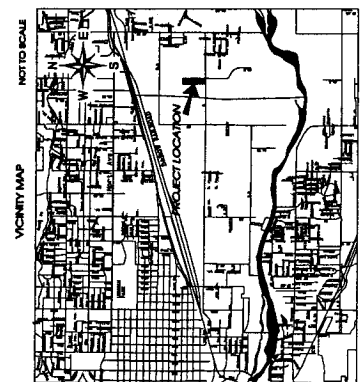
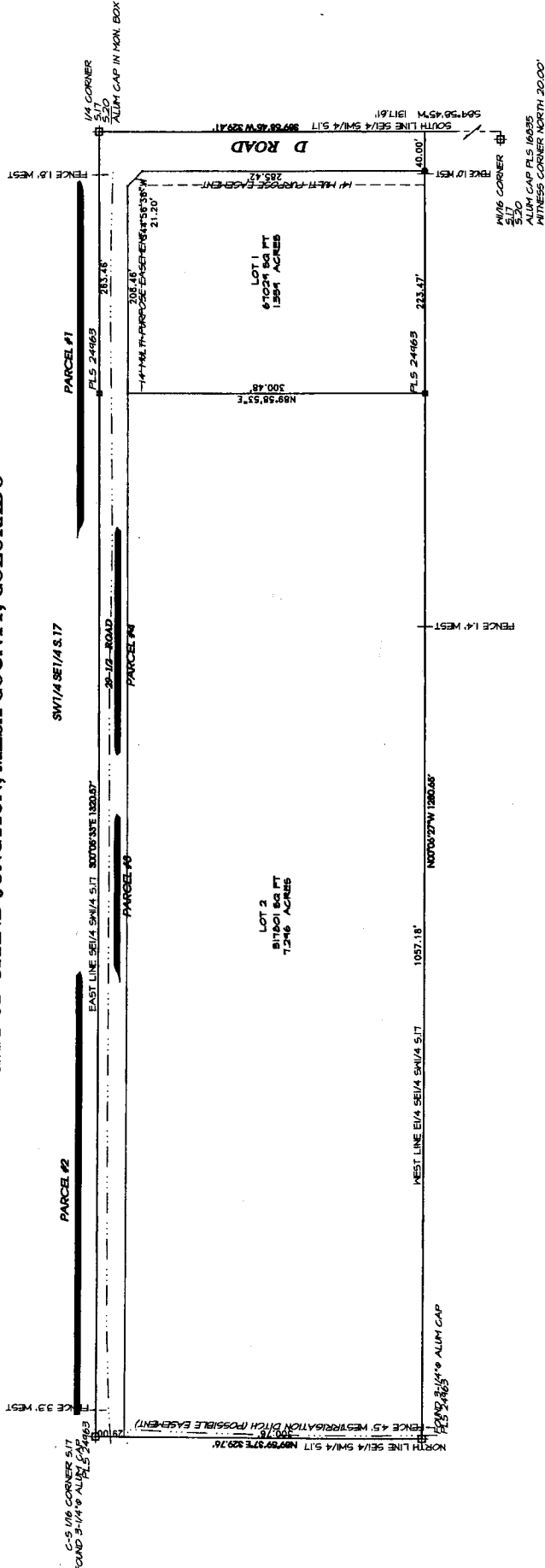
My Commission expires: 9/7/05  
Witness my hand and official seal.



Notary Public

# REVOCABLE PERMIT EXHIBIT

SE1/4 & SW1/4 SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO



EXHIBIT

SECTION 17	TOWNSHIP 1 SOUTH	RANGE 1 EAST	UTE MERIDIAN
THOMPSON LANGFORD CORPORATION			
1400 2ND ST. GRAND JUNCTION, CO 81505 (970) 242-4807			
Grand Junction, Colorado, USA			
DATE OF SURVEY	11/2008	FIELD SURVEYOR	DAVID J. WILSON
OWNER	THOMPSON LANGFORD CORPORATION	APPROVED FOR	DAVID J. WILSON
DATE	11/2008	APPROVED FOR	DAVID J. WILSON
BY: [Signature]			

RECORDER NOTE: POOR QUALITY DOCUMENT  
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