

## REVOCABLE PERMIT

### Recitals.

1. Heritage 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 TipTop Avenue and Kerk Avenue, to wit:

#### Permit Area:

#8 Being 5 feet on each side of the following described center line:

Commencing at the southeast corner of Lot 69;  
thence S89°51'50"W a distance of 5.00 feet along the south line of said Lot 69 to the point of beginning;  
thence S00°01'14"E a distance of 44.00 feet to the north line of Tract D and the point of terminus;

#9 Beginning at the southeast corner of Lot 85,  
thence N59°55'59"E a distance of 50.66 feet across Kerk Avenue to the southwest corner of Lot 71;  
thence running parallel and northwesterly of this line 10.00 feet.

The above descriptions are 10.00 feet wide and cross public right-of-way located within the recorded subdivision plats of Heritage Heights, Filing Four, City of Grand Junction, Mesa County, Colorado.

These descriptions were written by:  
Michael W. Drissel PLS  
118 Ouray Ave.  
Grand Junction, CO. 81501

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, GREG MOBERG, AS DEVELOPMENT SERVICES 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 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 7<sup>TH</sup> day of OCTOBER, 2016.

Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

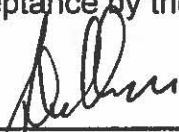


\_\_\_\_\_  
Scott D. Peterson  
Senior Planner



\_\_\_\_\_  
Greg Moberg  
Development Services Manager,  
Community Development Division

Acceptance by the Petitioners:



\_\_\_\_\_  
John Davis, Manager  
Heritage Estates, LLC

**AGREEMENT**


Heritage 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 26<sup>th</sup> day of August, 2016.

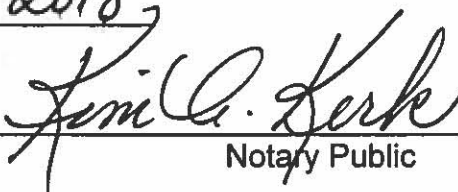
By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

  
\_\_\_\_\_  
Heritage Estates LLC  
State of Colorado )  
                                  )ss.  
County of Mesa     )

John Davis

The foregoing Agreement was acknowledged before me this 26<sup>th</sup> day of August, 2016, by John Davis, Manager, Heritage Estates, LLC.

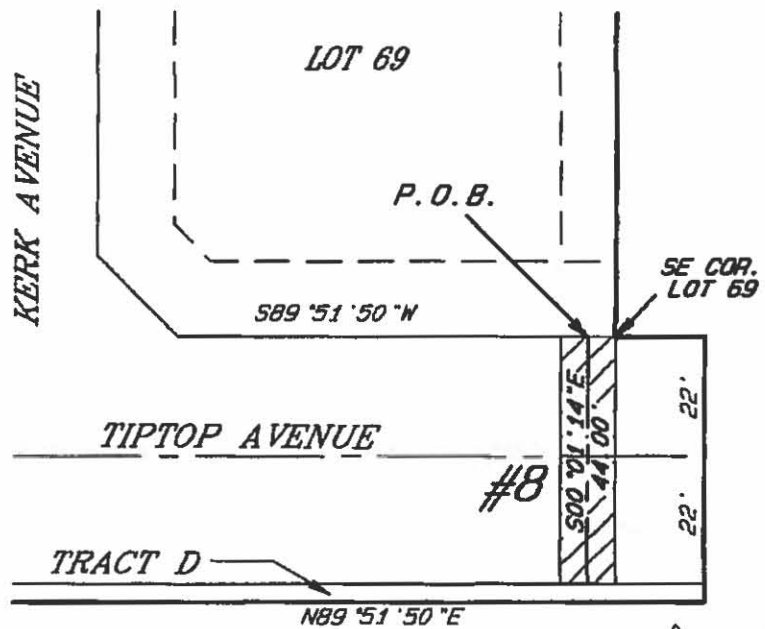
My Commission expires: 04/14/2018  
Witness my hand and official seal.

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

**KIM A. KERK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20064014738  
My Commission Expires April 14, 2018**

# EXHIBIT A

## REVOCABLE PERMIT HERITAGE HEIGHTS, FILING FOUR



COLORADO REGISTERED  
 MICHAEL W. DRABEK  
 20877  
 7-25-16  
 PROFESSIONAL LAND SURVEYOR

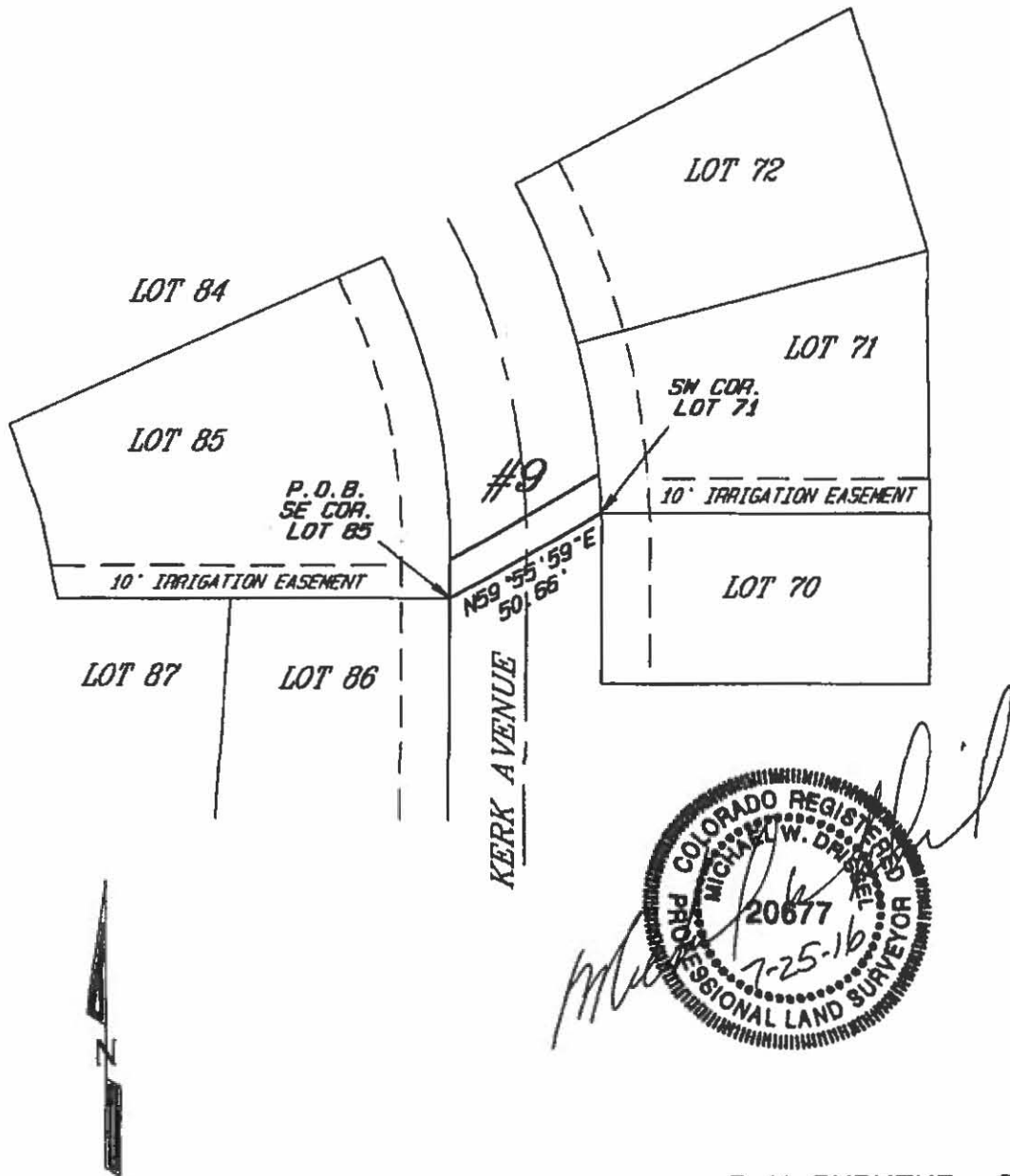


NOT TO SCALE  
 P.O.B. = POINT OF BEGINNING  
 P.O.T. = POINT OF TERMINUS

**D H SURVEYS, INC.**  
 970-245-8749  
 JOB #198-13-82

# EXHIBIT A

## REVOCABLE PERMIT HERITAGE HEIGHTS, FILING FOUR



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P.O.B. = POINT OF BEGINNING

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