

REVOCABLE PERMIT

Recitals.

1. Willow Wood Property GV, LLC by Elizabeth Sue Reynolds, manager, 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 Duffy Drive and Micro Avenue, to wit:

Permit Area:

(A) Beginning at the southeast corner of Tract D;
thence S89°49'07"E a distance of 30.00 feet across the right-of-way of Duffy Drive;
thence offsetting this line 10.00 feet north across said right-of-way.

(B) Beginning at the southwest corner of Lot 3;
thence S00°02'12"E a distance of 44.00 feet across the right-of-way of Micro Avenue to the northwest corner of Lot 6;
thence offsetting this line 10.00 feet east across said right-of-way.

The above description is 10.00 feet wide and crosses public right-of-way located within the recorded subdivision plat of Willow Wood Village, Filing No. Three, City of Grand Junction, Mesa County, Colorado.

See EXHIBIT A attached for graphical representation.

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 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, TAMRA ALLEN, 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 herself and for her 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 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 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 Petitioner of an agreement that the Petitioner and the Petitioner's 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 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 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 Petitioner, for herself and for her 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 Petitioner 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 Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 19th day of July, 2018.

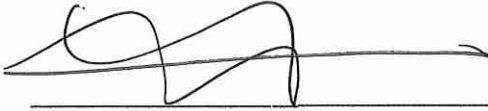
Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

Lori V. Bowers
Planner

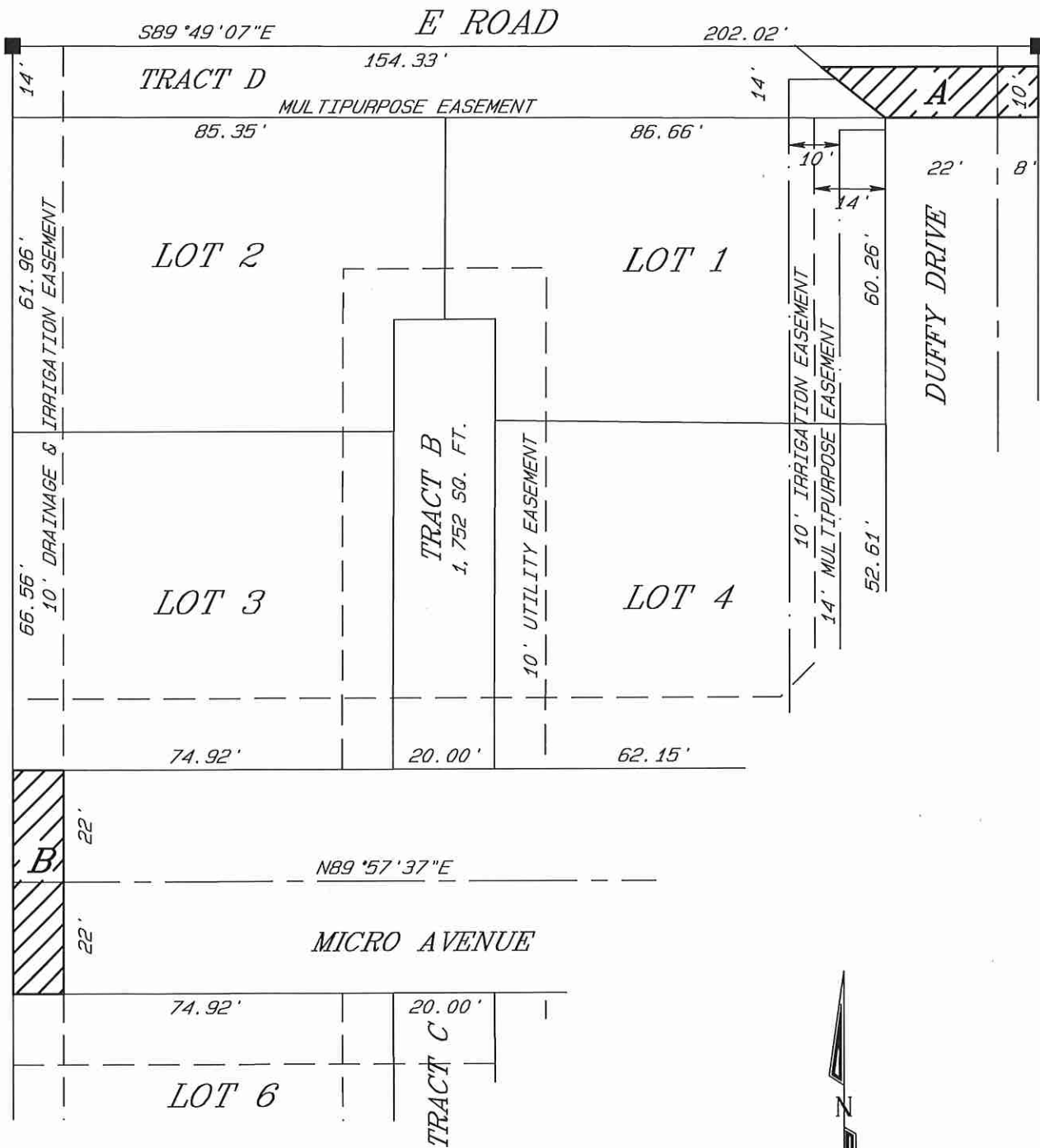
T. ...
Community Development Director

Acceptance by the Petitioner:



Elizabeth Sue Reynolds, manager for Willow Wood Property GV, LLC

EXHIBIT A



D H SURVEYS, INC.
 970-245-8749
 JOB #1533-17-01

GRAPHIC SCALE 1"=30'
 LINEAR UNITS = U.S. SURVEY FEET

AGREEMENT

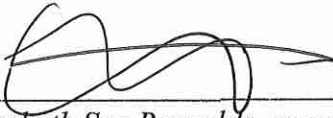
Elizabeth Sue Reynolds, for Willow Wood Property GV, LLC for herself and for her successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation. Furthermore, he shall indemnify the City of Grand Junction, its officers, 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 14th day of May, 2018.

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

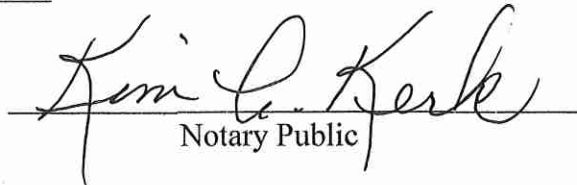


Elizabeth Sue Reynolds, manager of Willow Wood Property GV, LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 14th day of May, 2018, by Elizabeth Sue Reynolds, as Manager of Willow Wood Property GV, LLC.

My Commission expires: 04/14/2022
Witness my hand and official seal.


Notary Public

