

## REVOCABLE PERMIT

### Recitals.

1. Hilltop Health Services Corporation and Monument Homes, 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 Cliff Court, to wit:

#### Permit Area 1:

A Revocable Permit situated in the northeast quarter of the northwest quarter of the southwest quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

Commencing at the northwesterly angle point on the common boundary of Cliff Court and Lot 18 of Fountain Hills, a subdivision recorded in Mesa County, Colorado;

Thence along said common boundary South  $00^{\circ}10'13''$  West a distance of 2.91 feet to the Point of Beginning;

Thence continuing along said boundary South  $00^{\circ}10'13''$  West, a distance of 6.00 feet;

Thence departing said boundary North  $89^{\circ}49'47''$  West, a distance of 36.50 feet to the common boundary of said Cliff Court and Lot 1 of said Fountain Hills;

Thence along said boundary North  $00^{\circ}10'13''$  East, a distance of 6.00 feet;

Thence departing said boundary South  $89^{\circ}49'47''$  East, a distance of 36.50 feet to the Point of Beginning.

Containing 219 square feet, more or less.

#### Permit Area 2:

A Revocable Permit situated in the northeast quarter of the northwest quarter of the southwest quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

Beginning at the easterly corner common to Tract D and Lot 2 of Fountain Hills, a subdivision recorded in Mesa County, Colorado;

Thence North  $37^{\circ}57'01''$  East, a distance of 37.07 feet to a point of cusp on a 130.00 foot radius curve concave to the northeast being the common corner of Tract E and Lot 17 on the easterly right of way of Cliff Court of said Fountain Hills;

Thence along said right of way 6.10 feet southeasterly along the arc of said curve, through a central angle of  $2^{\circ}41'11''$ , with a chord bearing South  $41^{\circ}56'51''$  East, a distance of 6.09 feet;

Thence South  $37^{\circ}57'01''$  West, a distance of 36.84 feet to a point of cusp on a 166.50 foot radius curve concave to the northeast on the westerly right of way of said Cliff Court;

Thence along said right of way 6.06 feet northwesterly along the arc of said curve, through a central angle of 2°05'04", with a chord bearing North 44°10'45" West, a distance of 6.06 feet to the Point of Beginning.

222 square feet, more or less.

Permit Area 3:

A Revocable Permit situated in the northeast quarter of the northwest quarter of the southwest quarter of Section 1, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado and being more particularly described as follows:

Beginning at the southerly corner common to Lot 6 and Lot 5 on the northerly right of way of Cliff Court of Fountain Hills, a subdivision recorded in Mesa County, Colorado, being on a 53.50 foot radius non-tangent curve to the right, whence the radius point bears South 07°02'25" West;

Thence along said right of way 6.07 feet along the arc of said curve, through a central angle of 6°30'03", with a chord bearing South 79°42'33" East, a distance of 6.07 feet to a point of cusp;

Thence South 18°48'32" West, a distance of 25.45 feet to a point of cusp on a 29.50 foot radius curve concave to the south on the southerly right of way of Cliff Court and the northerly boundary of Tract B of said Fountain Hills Subdivision;

Thence along said right of way 6.01 feet northwesterly and westerly along the arc of said curve, through a central angle of 11°40'29", with a chord bearing North 71°59'59" West, a distance of 6.00 feet to a point of cusp;

Thence North 18°48'32" East, a distance of 24.64 feet to the Point of Beginning.

Containing 150 square feet, more or less.

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 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 22<sup>nd</sup> day of March, 2018.


Written and Recommended by:

The City of Grand Junction,  
a Colorado home rule municipality

Signature page to supplement document recorded at Reception#: 2850465  
on 8/9/2018


RECEPTION#: 2854431  
9/13/2018 10:39:04 AM, 1 of 1  
Recording: \$13.00,  
Sheila Reiner, Mesa County, CO.  
CLERK AND RECORDER

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

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

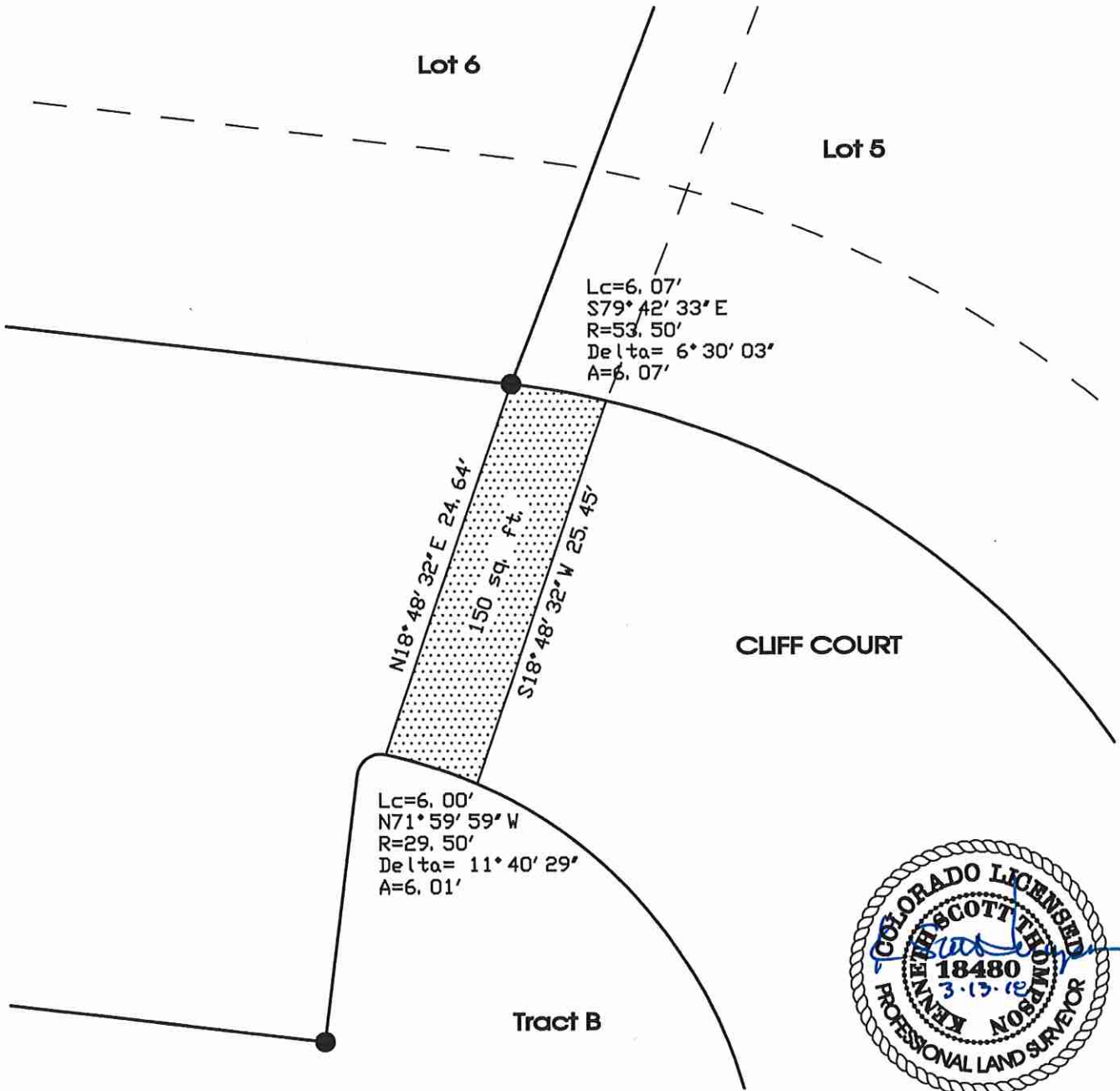
Acceptance by the Petitioners:

  
\_\_\_\_\_  
Hilltop Health Services Corporation  
J. Michael Stahl, CEO

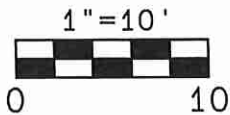
  
\_\_\_\_\_  
Monument Homes  
Denny Granum

# EXHIBIT B Area 1

## REVOCABLE PERMIT



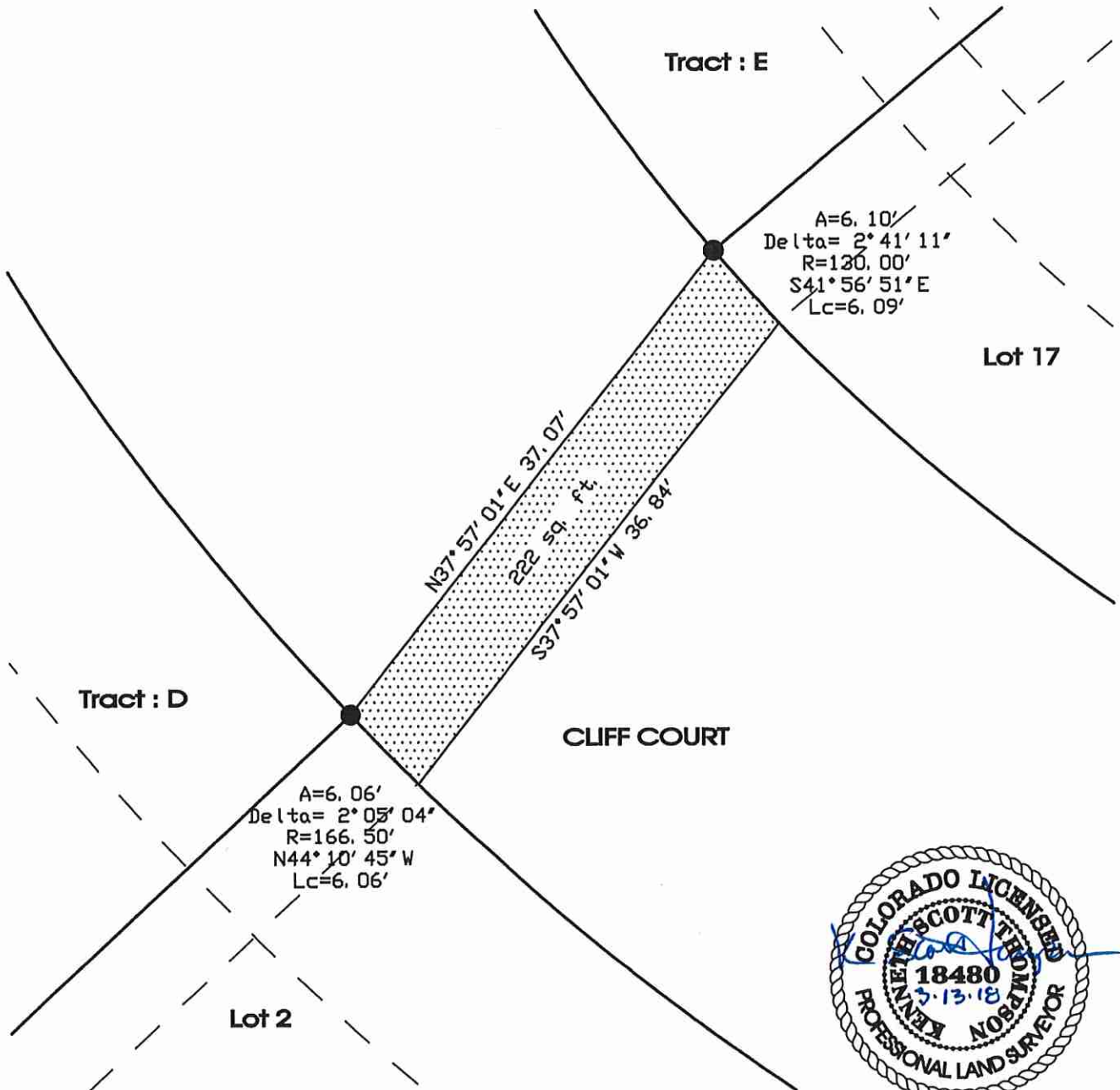
THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



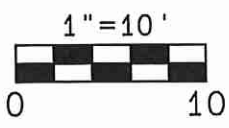
	744 Horizon Ct. Suite 110 Grand Junction CO 81508 970-241-4722		
	Drawn: akt, <del>ed</del>	Checked: akt	Mar 13, 2018
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# EXHIBIT B Area 2

## REVOCABLE PERMIT



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



RIVERCITY

CONSULTANTS

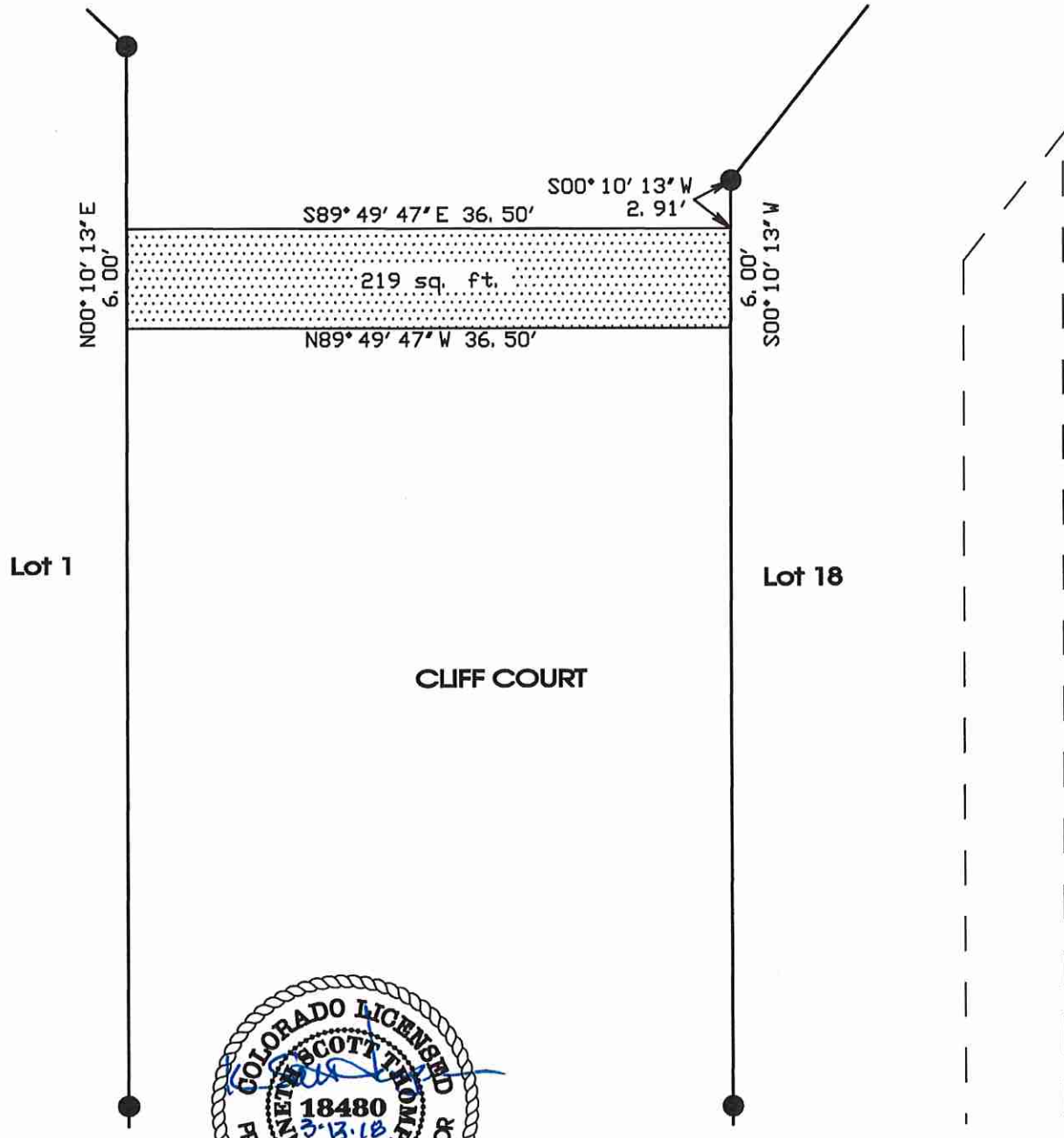
744 Horizon Ct.  
Suite 110  
Grand Junction  
CO 81506  
970-241-4722

Drawn: akt, checked: akt	Mar 13, 2018	Job No. 1550-002
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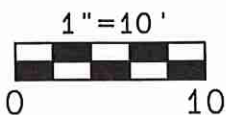
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# EXHIBIT B Area 3

## REVOCABLE PERMIT



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



**RIVERCITY**  
CONSULTANTS

744 Horizon Ct.  
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970-241-4722

Drawn: akt, checked: akt | Mar 13, 2018 | Job No. 1550-002

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**AGREEMENT**

Hilltop Health Services Corporation and Monument Homes, 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 22nd day of March, 2018.

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.

J. Michael Stahl  
Hilltop Health Services Corporation  
J. Michael Stahl, CEO

Denny Granum  
Monument Homes  
Denny Granum

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing Agreement was acknowledged before me this 22nd day of March, 2018, by J. Michael Stahl and Denny Granum.

My Commission expires: 4/6/21  
Witness my hand and official seal.

Kellee L. Echave  
Notary Public

