

REVOCABLE PERMIT

Recitals.

1. Peppertree Investments 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 rights-of-way for West Indian Creek Drive, to wit:

Permit Area 1:

A PORTION OF THE RIGHT-OF-WAY FOR WEST INDIAN CREEK DRIVE DEDICATED ON THE FINAL PLAT OF PEPPER RIDGE FILING No. 1, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"COMMENCING" AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO BEAR NORTH 00°01'11" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00°01'11" WEST, ALONG SAID WEST LINE AND ALONG THE WESTERLY LINE OF SAID PEPPER RIDGE FILING No. 1, A DISTANCE OF 392.99 FEET TO THE NORTHERLY LINE OF SAID PEPPER RIDGE FILING No. 1; THENCE SOUTH 89°59'09" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 110.41 FEET; THENCE NORTH 48°36'43" EAST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 0.04 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°49'31", A RADIUS OF 172.00 FEET, AN ARC LENGTH OF 5.48 FEET AND A CHORD WHICH BEARS NORTH 37°09'04" EAST, A DISTANCE OF 5.48 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE AND A NON-TANGENT POINT OF CURVE WHENCE THE RADIUS POINT OF SAID CURVE BEARS NORTH 67°38'58" EAST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°22'27", A RADIUS OF 172.00 FEET, AN ARC LENGTH OF 4.13 FEET AND A CHORD WHICH BEARS SOUTH 23°02'13" EAST, A DISTANCE OF 4.13 FEET TO A NON-TANGENT POINT AND THE **"POINT OF BEGINNING"**; THENCE NORTH 26°01'34" EAST, A DISTANCE OF 67.77 FEET TO A NON-TANGENT POINT OF CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE, WHENCE THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°16'46" EAST; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°03'30", A RADIUS OF 128.00 FEET, AN ARC LENGTH OF 18.00 FEET AND A CHORD WHICH BEARS SOUTH 07°44'59" EAST, A DISTANCE OF 17.99 FEET TO A NON-TANGENT POINT; THENCE SOUTH 26°01'34" WEST A DISTANCE OF 60.67 FEET TO A NON-TANGENT POINT OF

CURVE ON SAID WESTERLY RIGHT-OF-WAY LINE OF WEST INDIAN CREEK DRIVE, WHENCE THE RADIUS POINT OF SAID CURVE BEARS NORTH 62°02'24" EAST; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°14'09", A RADIUS OF 172.00 FEET, AN ARC LENGTH OF 12.72 FEET AND A CHORD WHICH BEARS NORTH 25°50'31" WEST, A DISTANCE OF 12.71 FEET TO THE "**POINT OF BEGINNING**".

CONTAINING 0.01 ACRES OR 639 SQUARE FEET, MORE OR LESS.

Permit Area 2:

A PORTION OF THE RIGHT-OF-WAY FOR WEST INDIAN CREEK DRIVE DEDICATED ON THE FINAL PLAT OF PEPPER RIDGE FILING No. 1, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"**COMMENCING**" AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO BEAR NORTH 00°01'11" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00°01'11" WEST, ALONG SAID WEST LINE AND ALONG THE WESTERLY LINE OF SAID PEPPER RIDGE FILING No. 1, A DISTANCE OF 8.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PRESLEY AVENUE; THENCE SOUTH 89°58'28" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 118.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE; THENCE NORTH 45°01'32" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.31 FEET TO THE "**POINT OF BEGINNING**"; THENCE CONTINUING NORTH 45°01'32" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.14 FEET; THENCE SOUTH 89°58'28" EAST, A DISTANCE OF 57.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE; THENCE SOUTH 44°58'28" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.14 FEET; THENCE NORTH 89°58'28" WEST, A DISTANCE OF 77.50 FEET TO THE "**POINT OF BEGINNING**".

CONTAINING 0.02 ACRES OR 675 SQUARE FEET, MORE OR LESS.

These descriptions were written by:
Patrick C. O'Hearn, PLS 23515
For and on Behalf of
Drexel, Barrell & Company
123 N. 7th Street, Suite 300
Grand Junction, CO. 81501

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning & Development Code applying the same, the City, by and through the Community Development 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 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 rights-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 rights-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 rights-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 rights-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

rights-of-way and, at their own expense, remove any encroachment so as to make the described public rights-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 22ND day of MARCH, 2020. ^{SIP}

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality



Scott D. Peterson
Senior Planner



Tamra Allen
Community Development Director

Acceptance by the Petitioners:



Ronald D. Vincent,
Title: Managing Member
Peppertree Investments LLC

AGREEMENT

Peppertree Investments 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 rights-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, 2020.

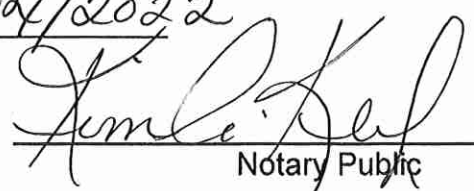
By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.



Ronald D. Vincent,
Title: Managing Member
Peppertree Investments LLC

State of CO)
County of Mesa)ss.

The foregoing Agreement was acknowledged before me this 22nd day of March 2020 by Ronald D. Vincent as Managing Member, Peppertree Investments LLC.

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

Notary Public

KIM A. KERK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20064014738
My Commission Expires April 14, 2022

Permit Area 1

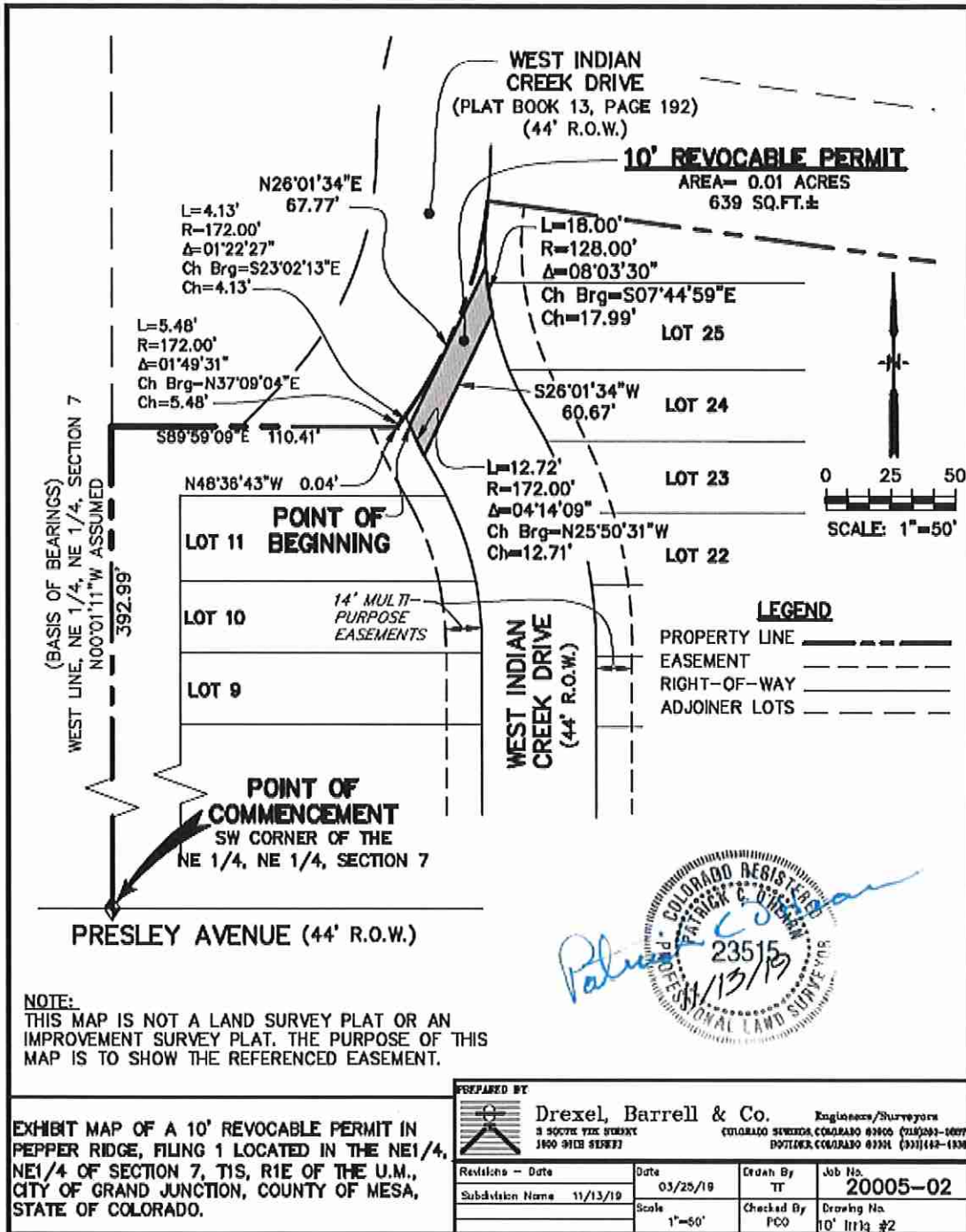

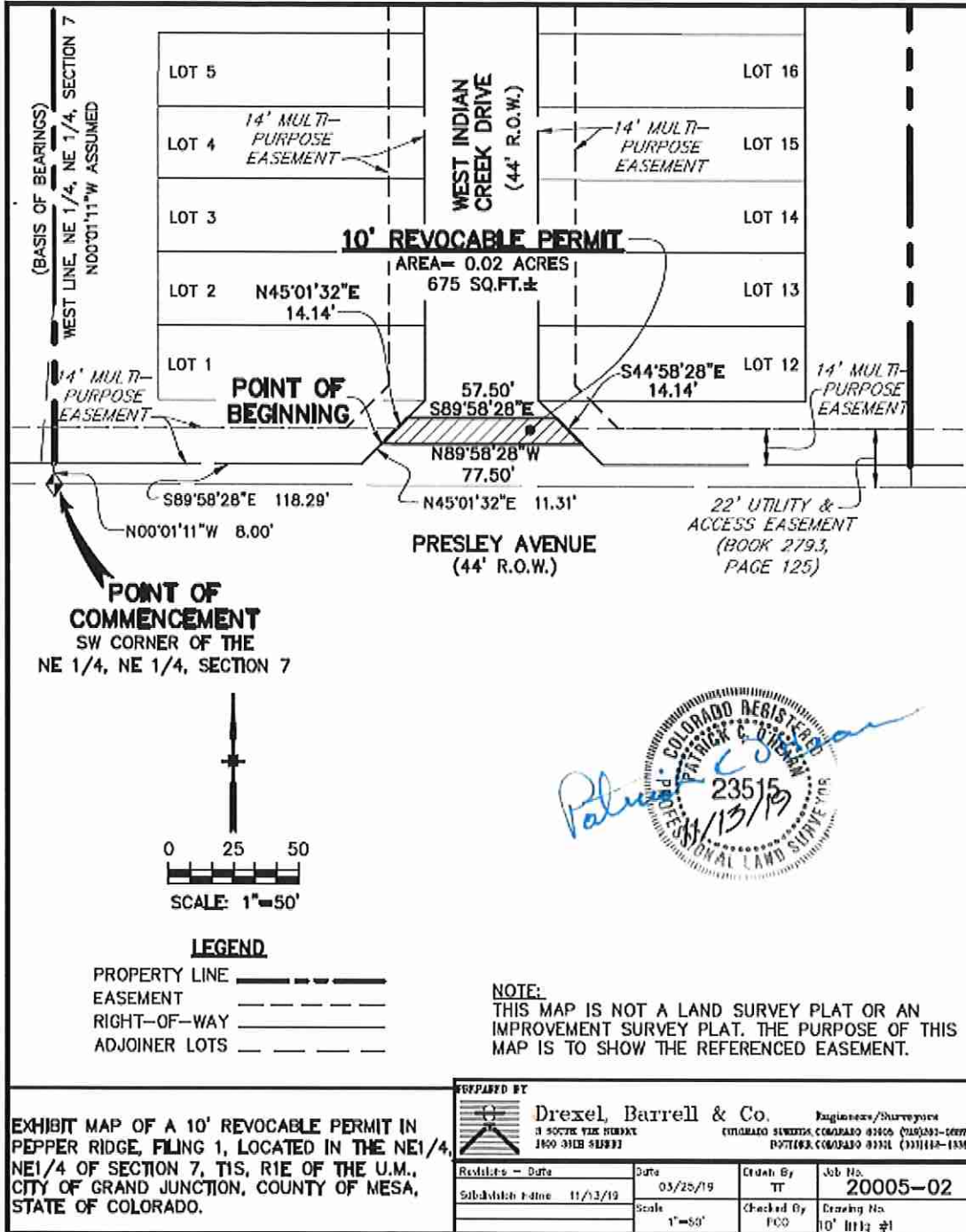


EXHIBIT MAP OF A 10' REVOCABLE PERMIT IN PEPPER RIDGE, FILING 1 LOCATED IN THE NE1/4, NE1/4 OF SECTION 7, T1S, R1E OF THE U.M., CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.

PREPARED BY  Drexel, Barrell & Co. Engineers/Surveyors 3 SOUTH VINE STREET GRAND JUNCTION, COLORADO 81505			
Revisions - Date Subdivision Name 11/13/19	Date 03/25/19	Drawn By TT	Job No. 20005-02
	Scale 1"=50'	Checked By PCO	Drawing No. 10' IIR13 #2

Permit Area 2



PREPARED BY Drexel, Barrell & Co. Engineers/Surveyors 3 SOUTH 12th STREET GRAND JUNCTION, COLORADO 81505 (970)593-6000 1600 311B #10001			
Register - Date Submittal Date	Date 03/25/19 11/13/19	Check By TT Checked By PCO	Job No. 20005-02 Drawing No. 10' 1112 #1
Scale 1"=50'			