

REVOCABLE PERMIT

Recitals.

1. West Branch Development 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 Red Cloud Lane, to wit:

Permit Area (Exhibit A):

A tract of land located in West Branch Subdivision, Filing 4, City of Grand Junction, County of Mesa, State of Colorado being described as follows:

Beginning at the southwest corner of Lot 52, of said West Branch Subdivision, with all other bearing contained herein relative to the west line of said Filing 4; thence N. 89° 52' 42" E. along the north right-of-way line for Red Cloud Lane a distance of 10.00 feet; thence S. 00° 01' 18" E. a distance of 44.00 feet to the south right-of-way line of said Red Cloud Lane; thence S. 89° 52' 42" W. along said south right-of-way line a distance of 10.00 feet to the northwest corner of Lot 51, West Branch Subdivision, Filing 4; thence N. 00° 01' 18" W. , 44.00 feet to the Point of Beginning.

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 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 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.

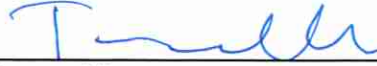
Dated this 27TH day of APRIL, 2021.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

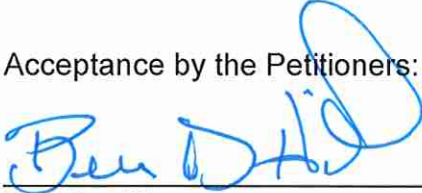


Scott D. Peterson
Senior Planner



Tamra Allen
Community Development Director

Acceptance by the Petitioners:



Ben D. Hill
Title: Manager
West Branch Development LLC

AGREEMENT

West Branch Development 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 27th day of April, 2021.

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.

Ben D. Hill

Ben D. Hill
Title: Manager
West Branch Development LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 27th day of April, 2021, by Ben D. Hill, Manager for West Branch Development LLC.

My Commission expires: 11-09-2021
Witness my hand and official seal.

Kathleen A. Bowen

Notary Public

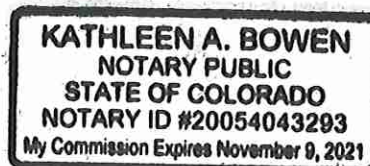
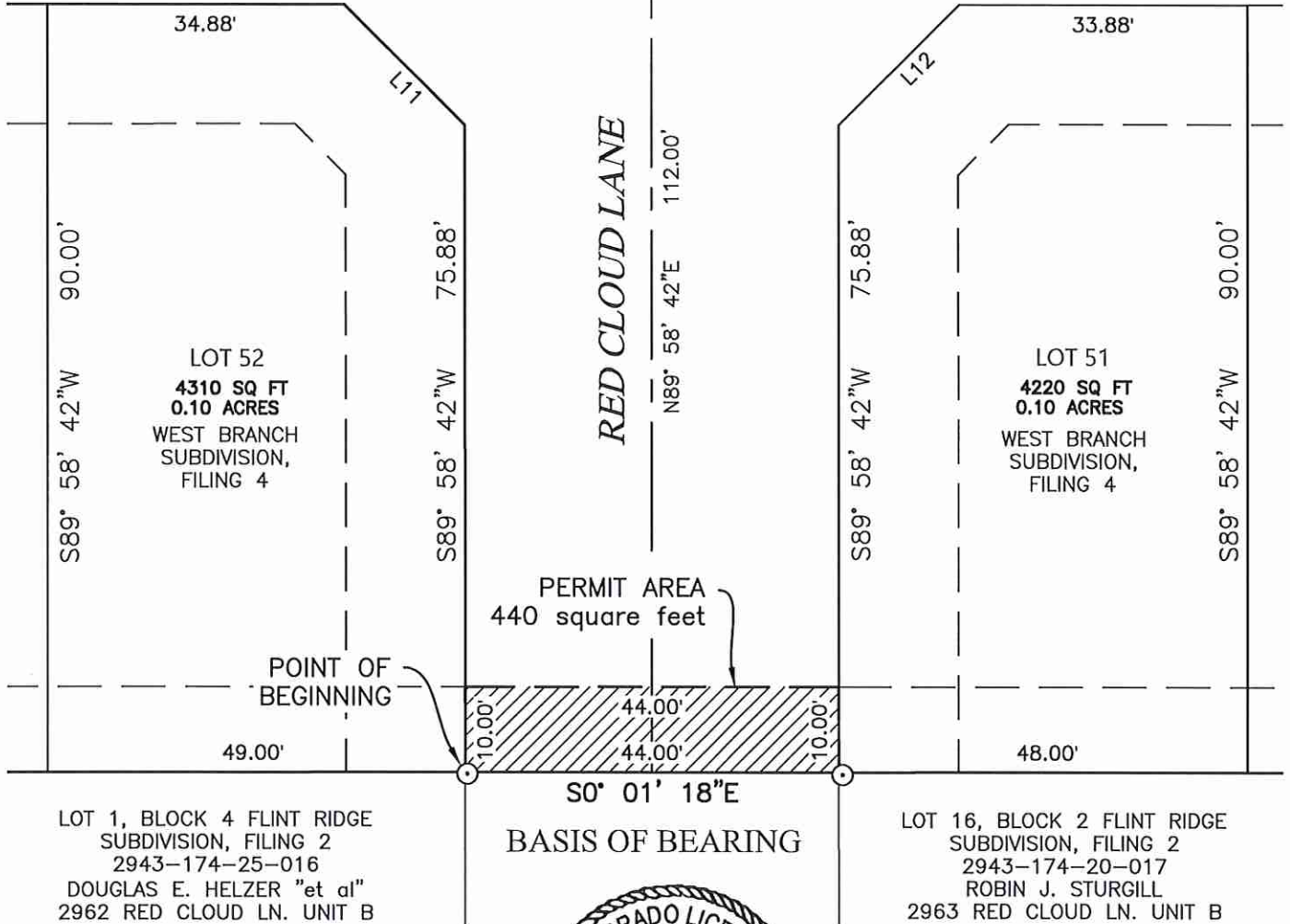
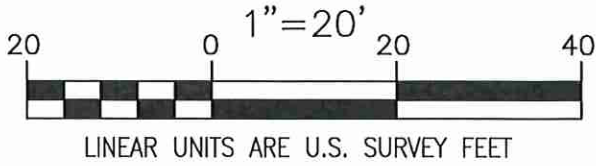


EXHIBIT A

KALLEN COURT



REVOCABLE PERMIT

GRANTED TO: WEST BRANCH SUBDIVISION
HOME OWNERS ASSOCIATION

SITUATED IN THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 17
TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

POLARIS SURVEYING

PATRICK W. CLICK P.L.S.
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