

REVOCABLE PERMIT

Recitals.

1. Thunder Valley 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 Hoisington Avenue, to wit:

Permit Area (Orange Grove Way):

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 4, Township 1 South, Range 1 East, Ute Meridian, located in the City of Grand Junction, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

The southerly ten (10') feet of the forty-four (44') foot wide portion of Orange Grove Way right-of-way as shown on Thunder Valley Subdivision Filing Three.

Said parcel containing 440 Sq. feet, more or less.

Permit Area (Thunder Cloud Drive):

A parcel of land being all that part of Thunder Cloud Drive Right-of-Way as platted on Thunder Valley Subdivision Filing Three, lying west of the southern prolongation of the west line of Lot 50 of said Thunder Valley Subdivision Filing Three as recorded at the Mesa County Clerk and Recorder's office, situated in the Northwest Quarter of the Southeast Quarter of Section 4, Township 1 South, Range 1 East, Ute Meridian, located in the City of Grand Junction, County of Mesa, State of Colorado

Said parcel containing 300 Square feet, more or less.

Permit Area (Thunder Lane):

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 4, Township 1 South, Range 1 East, Ute Meridian, located in the City of Grand Junction, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

The northerly five (5') feet of Thunder Lane right-of-way as shown on Thunder Valley Subdivision Filing Three.

Said parcel containing 220 Sq. feet, more or less.

All bearings herein are relative to said recorded plat of Thunder Valley.

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 rights-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 25 day of April, 2024.

Written and Recommended by: The City of Grand Junction,
a Colorado home rule municipality

<u>Katherine Herbert</u>	<u>Ta</u> <u>W</u>
Jessica Johnsen Senior Planner	Katherine Herbert on behalf of Jessica Johnsen
	Tamra Allen Community Development Director

Acceptance by the Petitioners:

8

Kevin Bray
Title: Managing Member
Thunder Valley, LLC.

AGREEMENT

Thunder Valley 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 25 day of March, 2024.

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.

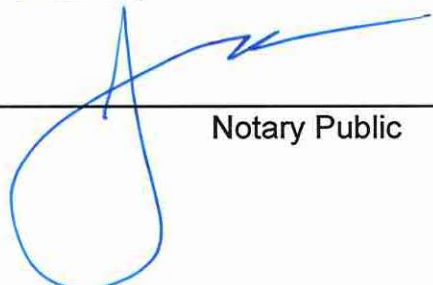


Kevin Bray
Title: Managing Member
Cross Thunder Valley LLC

State of Colorado)
) ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 25 day of March, 2024, by Kevin Bray, Managing Member, Thunder Valley LLC.

My Commission expires: 2/4/27
Witness my hand and official seal.



Notary Public

TAMARA DAWN ZOLLINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154004959
MY COMMISSION EXPIRES FEBRUARY 4, 2027

Permit Area (Orange Grove Way)

EXHIBIT B



THUNDER VALLEY
SUBDIVISION
FILING THREE

ORANGE
GROVE WAY

LOT 36

LOT 39

44' ROW

10'

LOT 38

15' ROW
THUNDER VALLEY
SUBDIVISION
FILING THREE

29' RIGHT-OF-WAY
ORANGE GROVE
SUBDIVISION
REC NO. 2239696

LOT 1
BLOCK 4
ORANGE GROVE
SUBDIVISION
REC NO. 2239696



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



RIVER CITY
CONSULTANTS

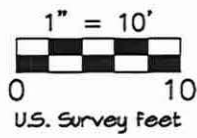
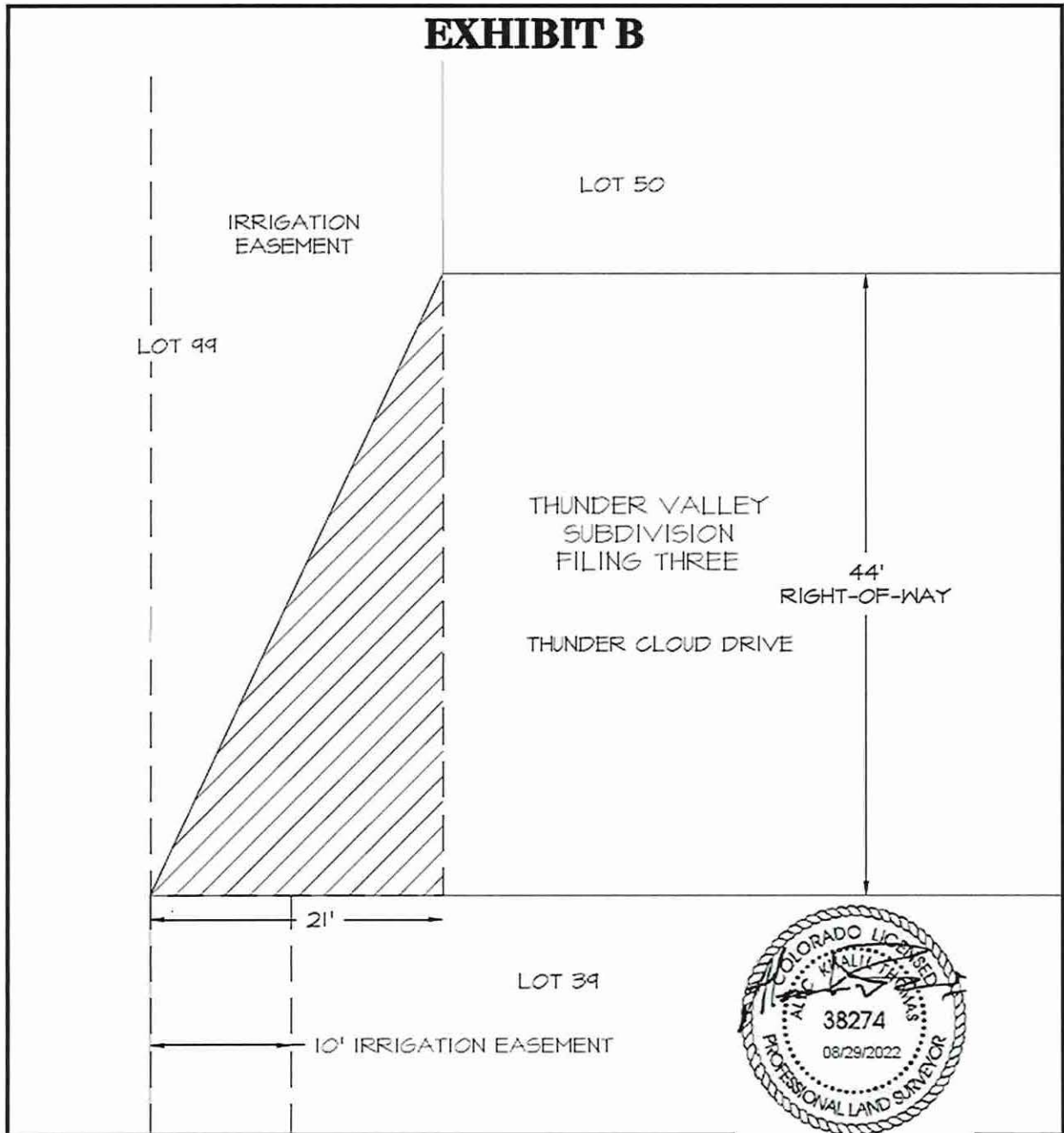
215 Pitkin Ave, Suite 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.3841
www.roowest.com

Drawn: BDM Checked: AKT 6/9/21 Job No. 0422-039

S:\PROJECTS\0422 Bray\039 Thunder Valley Filing 3\SURVEY\DWG

Permit Area (Thunder Cloud Drive)

EXHIBIT B



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

 **RIVER CITY**
CONSULTANTS
215 Pitkin Ave, Suite 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rcwest.com

Drawn: AKT | Checked: AKT | 8/29/22 | Job No. 0422-039

S:\PROJECTS\0422 Bray\039 Thunder Valley Filing 3\SURVEY\DWG

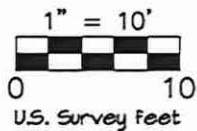
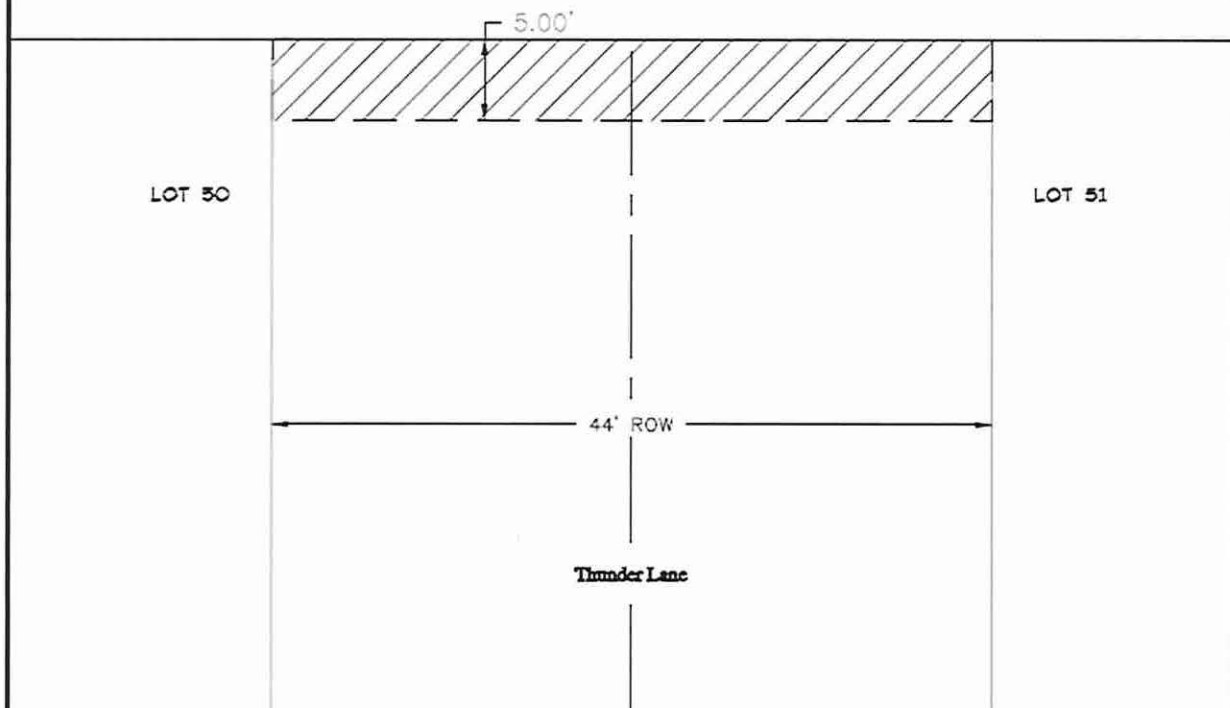
Permit Area (Thunder Lane)

EXHIBIT B



THUNDER VALLEY SUBDIVISION
FILING THREE

LOT 99



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



RIVER CITY
CONSULTANTS

215 Pitkin Ave, Suite 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rcwest.com

Drawn: BDM Checked: AKT 9/1/21 Job No. 0422-039

S:\PROJECTS\0422 Bray\039 Thunder Valley Filing 3\SURVEY\DWG

CONSTRUCTION AND MAINTENANCE AGREEMENT

This CONSTRUCTION AND MAINTENANCE AGREEMENT (Agreement) is made effective on the date indicated below and is between **MESA COUNTY IRRIGATION DISTRICT**, an irrigation district organized under Colorado Statutes ("MCID") whose address is PO Box 970, Palisade, Colorado 81526, the **CITY OF GRAND JUNCTION**, a home rule municipality ("City"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, and **THUNDER VALLEY, LLC**, a Colorado limited liability company (Thunder Valley"), whose address is 244 N 7th Street, Grand Junction, Colorado 81501. Collectively MCID, the City, and Thunder Valley shall be referred to as the "Parties."

RECITALS

- A. MCID is the owner and operator of a system of irrigation canals and related facilities located in Mesa County, Colorado (collectively referred to as the "District Facilities"). The District Facilities include the canal bed, banks, access roads, pipes, culverts, embankments and related features or facilities, for the delivery and containment of irrigation water to irrigable lands within the MCID service territory.
- B. Thunder Valley has constructed and installed and will be constructing and installing improvements including but not limited to sanitary sewer lines, storm sewers, trails and roadways, and appurtenant facilities for each on, along, over, under, through and across portions of Segment Lateral M31 and Segment M31-D of the District Facilities as shown and described on those certain Location Maps and Survey Descriptions of the Easements for the improved lateral of the Mesa County Irrigation District recorded at Reception Nos. 1899943 and 1900919 in the records of the Mesa County Clerk and Recorder (the "Clerk") as a part of its plans to develop Thunder Valley Subdivision (the "Subdivision"), specifically in Thunderhead Way, Thunder Cloud Drive, and Orange Grove Way (the "Crossings"). All of the improvements that are reasonable, necessary or appropriate to accomplish the objectives of the Subdivision and to create the Crossings shall be referred to herein as the "Improvements."
- C. Thunder Valley proposes to dedicate the roadways and grant an easement for the trail within the Subdivision to the City including in the area of the Crossings.
- D. The City proposes to accept dedication of the roadways and the easement for the trail in the Subdivision, including the area of the Crossings, and to maintain them in accordance with its standard practices.
- E. Thunder Valley and the City desire to obtain MCID's approval of the design of the Subdivision and MCID's consent to the construction of the Improvements and for the perpetual maintenance and repair of the Improvements by the City subsequent to the completion of construction.

NOW THEREFORE, in consideration of the Recitals above, and the mutual covenants and promises set forth below, Thunder Valley, MCID and the City agree as follows:

1. Plans and Specifications. Thunder Valley has caused to be prepared certain plans and specifications for the Subdivision known by City File No. SUB-2021-459 prepared by Thunder Valley's engineers, including preliminary plans for the final phase(s) of the Subdivision hereafter referred to as the "Plans and Specifications." MCID has reviewed the Plans and Specifications, and approves of the same.

2. Consent. Subject to the terms and conditions of this Agreement, MCID consents to the Thunder Valley's design, construction, and dedication to the City of the Crossings and the related Improvements as described on the Plans and Specifications.

3. Use of the Crossings. The use of the Crossings shall be solely for the construction, operation, repair, and maintenance of the Improvements as well as use of the Crossings by the public for their intended purposes. The City acknowledges that MCID will need ingress and egress to the Crossings both during and subsequent to construction of the Improvements for the purpose of inspecting construction, reviewing, and inspecting the City's maintenance of the Improvements, and to provide for MCID's administration of the delivery of irrigation water.

4. City's Obligation to Operate, Maintain, and Repair

- a. *Agreement to Operate, Maintain and Repair.* Following substantial completion of the Subdivision, dedication of the roadways and trail easement, including the Crossings and the related Improvements, upon the City's acceptance of the Improvements and after Thunder Valley's warranty period, the City agrees to undertake the perpetual operation, maintenance and repair the Improvements, including all features, facilities and structural components thereof, so that they function and perform according to their intended uses and according to the Plans and Specifications.
- b. *No Unreasonable Interference.* Thunder Valley and the City's construction, operation, maintenance and repair of the Improvements shall not unreasonably interfere with MCID's use of the District Facilities.

5. Miscellaneous

- a. *Benefit.* The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors, legal representatives, and assigns.
- b. *Legal Proceedings.* In the event MCID, the City, or Thunder Valley seek to enforce any term or provision of this Agreement by legal proceedings, then the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs for the same.
- c. *Notice.* Whenever required hereunder, notice shall be deemed sufficiently given if in writing, upon mailing, United States mail, postage prepaid, certified, and return

receipt requested, to the Parties addresses set forth above. Notice addresses may be changed by providing proper notice under this Agreement.

- d. *Integration.* This Agreement is intended be the full, complete, and integrated expression of the Parties' agreements in regard to the subject matter hereof, all prior agreements, negotiations and discussions being merged herein.
- e. *Certain Authority.* By signature below, each person who signs this document represents that they have the authority to sign for and bind the entity for which they have signed, below.

Made effective this 3rd day of March, 2023.

Mesa County Irrigation District

Dave Voorhees

By: Dave Voorhees
_____, its Manager

The City of Grand Junction,
A Colorado home rule municipality

By: Greg Caton
_____, City Manager

Thunder Valley, LLC,
A Colorado limited liability company

By: CORES, LLC, manager

By: Kevin Bray
_____, Manager

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 31st day of March, 2023, by David Voorhees, as Manager of the Mesa County Irrigation District.

Witness my hand and official seal.

My commission expires: 8-15-26



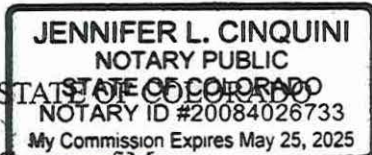
Jill L. Hines
Notary Public

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25th day of April, 2024, by Greg Caton, City Manager, of the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: May 25, 2025



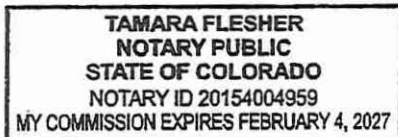
Jennifer L. Cinquini
Notary Public

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of April, 2023, by CORES, LLC, manager of Thunder Valley, LLC, a Colorado limited liability company, by Kevin Bray, its manager.

Witness my hand and official seal.

My commission expires: 2/4/27



Tamara Flesher
Notary Public