

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 private irrigation and drainage improvements, as approved by the City, within the limits of the following described public rights-of-way for Thunder Ridge Drive, Thunder Cloud Drive, and Thunderhead Way, to wit:

Permit Area 1:

A parcel of land situated in the northeast quarter of the southeast quarter of Section 4 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, said easement more particularly described as follows:

Beginning at the northeasterly common point of Lot 84 and Tract C of Thunder Valley Subdivision Filing One, a plat recorded at the Mesa County Clerk and Recorder's office, being on the westerly right-of-way line of Thunder Ridge Drive;

thence North 00°01'09" West along the east line of Tract C of said Thunder Valley Subdivision Filing One a distance of 5.14 feet;
thence North 72°09'14" East a distance of 46.22 feet to the northwest corner of Lot 3 of said Thunder Valley Subdivision Filing One;
thence South 00°01'09" East along the west line of said Lot 3 a distance of 5.14 feet;
thence South 72°09'14" West a distance of 46.22 feet to the Point of Beginning

Containing 226 Sq. feet more or less.

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

Permit Area 2:

A parcel of land situated in the northeast quarter of the southeast quarter of Section 4 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, said easement more particularly described as follows:

Beginning at the southwest corner of Lot 79 of Thunder Valley Subdivision Filing One, a plat recorded at the Mesa County Clerk and Recorder's office;

thence South 89°59'35" East a distance of 5.00 feet;
thence South 00°15'03" East a distance of 44.00 feet to the north line of Lot 70 of said Thunder Valley Subdivision Filing One;
thence North 89°59'35" West a distance of 5.00 feet to the northwest corner of said Lot 70;

thence North 00°15'03" West a distance of 44.00 feet to the Point of Beginning

Containing 220 Sq. feet more or less.

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

Permit Area 3:

A parcel of land situated in the northeast quarter of the southeast quarter of Section 4 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, said easement more particularly described as follows:

Beginning at the southwest corner of Lot 66 of Thunder Valley Subdivision Filing One, a plat recorded at the Mesa County Clerk and Recorder's office;

thence South 89°59'35" East a distance of 5.00 feet;

thence South 00°15'03" East a distance of 44.00 feet to the north line of Lot 31 of said Thunder Valley Subdivision Filing One;

thence North 89°59'35" West a distance of 5.00 feet to the northwest corner of said Lot 31;

thence North 00°15'03" West a distance of 44.00 feet to the Point of Beginning

Containing 220 Sq. feet more or less.

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

Permit Area 4:

A parcel of land situated in the northeast quarter of the southeast quarter of Section 4 Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, said easement more particularly described as follows:

Beginning at the east corner common to Lot 80 and Lot 79 of Thunder Valley Subdivision Filing One, a plat recorded at the Mesa County Clerk and Recorder's office, being on the westerly right-of-way line of Thunder Ridge Drive;

thence 10.86 feet along the east line of said Lot 80, being an arc of a curve to the right with a radius of 522.00 feet, with a chord bearing of North 11°05'37" East, with a chord length of 10.86 feet;

thence departing said east line North 78°08'34" East a distance of 48.42 feet to a point of cusp on the west line of Lot 7 of said Thunder Valley Subdivision Filing One;

thence 21.99 feet, along the arc of a curve to the left with a radius of 478.00 feet, with a chord bearing of South 12°41'29" West, with a chord length of 21.99 feet;

thence South 78°08'34" West a distance of 47.52 feet to a point of cusp on the east line of said Lot 80;
thence 10.77 feet, along the arc of a curve to the right with a radius of 522.00 feet, with a chord bearing of North 09°54'24" East, with a chord length of 10.77 feet to the Point of Beginning,

having an area of 959 square feet, 0.022 acres more or less,

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

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 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 private irrigation and drainage 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 private irrigation and drainage 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 private irrigation and drainage 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 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 23RD day of AUGUST, 2018.

Written and Recommended by:



Planner

The City of Grand Junction,
a Colorado home rule municipality



Community Development Director,
Community Development Department

Acceptance by the Petitioners:



Thunder Valley LLC
Kevin Bray, Manager

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 private irrigation and drainage 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 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 15 day of AUGUST, 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.




Thunder Valley LLC *KB*
Kevin Bray, Manager *OF CORES, LLC AS MANAGER OF THUNDER VALLEY, LLC*

State of Colorado)
)ss.
County of Mesa)

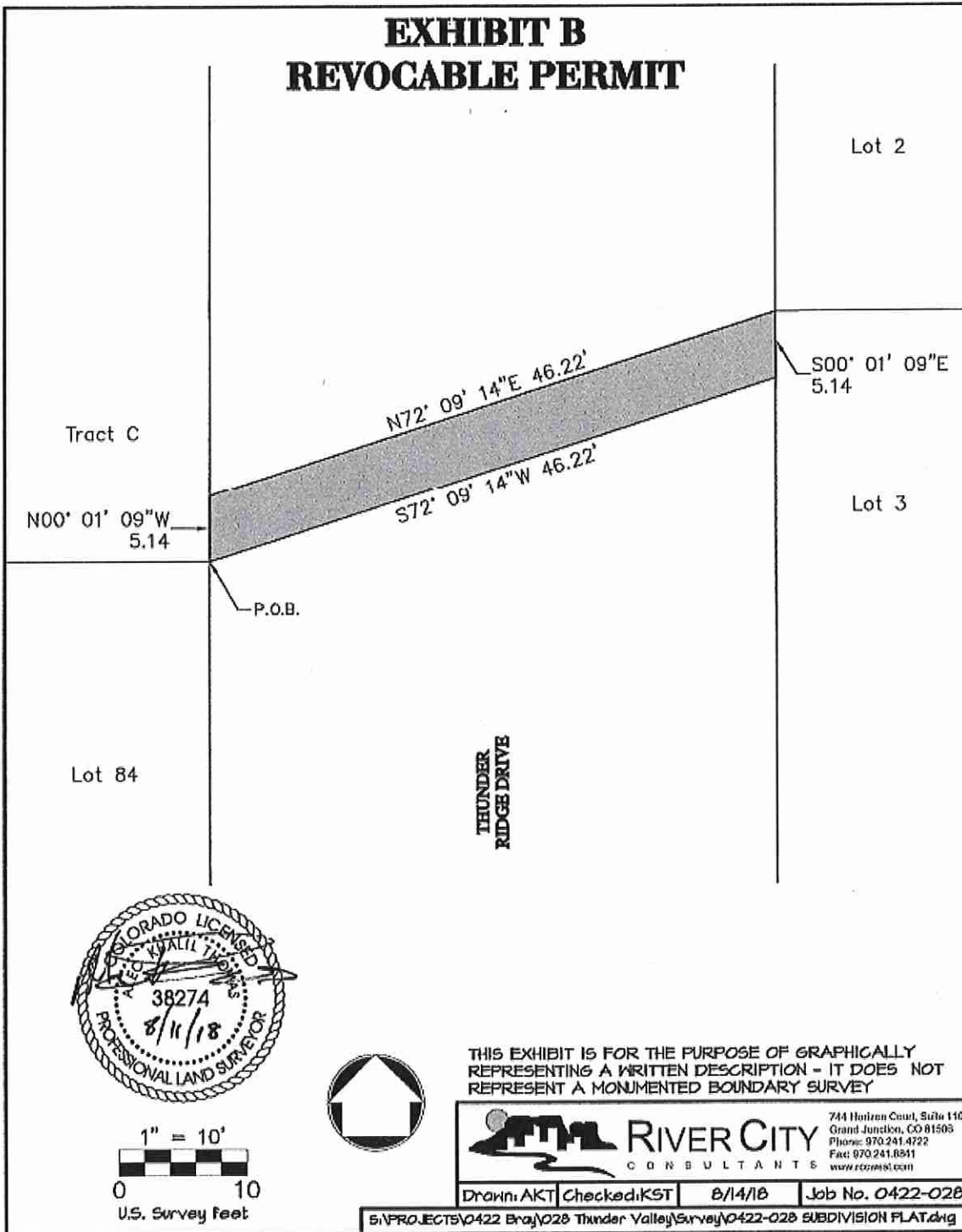
The foregoing Agreement was acknowledged before me this 15 day of AUGUST, 2018, by ~~Thunder Valley LLC~~ *Kevin Bray, Manager. OF CORES, LLC AS MANAGER OF THUNDER VALLEY, LLC*

My Commission expires: 3-18-2020
Witness my hand and official seal.

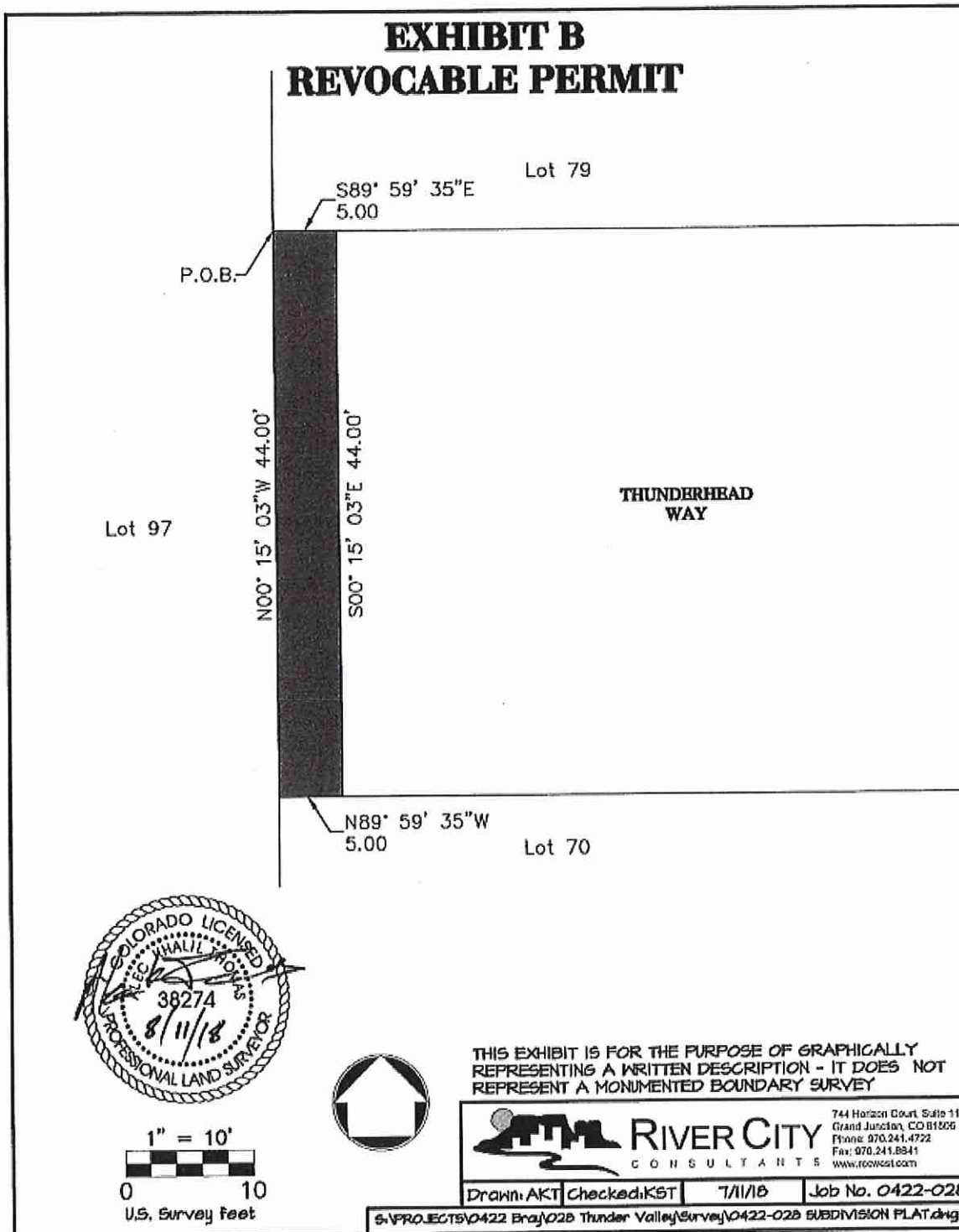


Notary Public
KAREN A. CRISPIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19964004826
My Commission Expires March 18, 2020
County of Mesa

Permit Area 1:

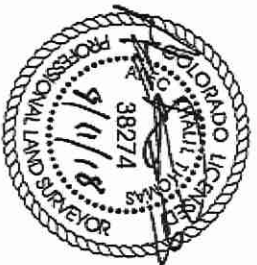
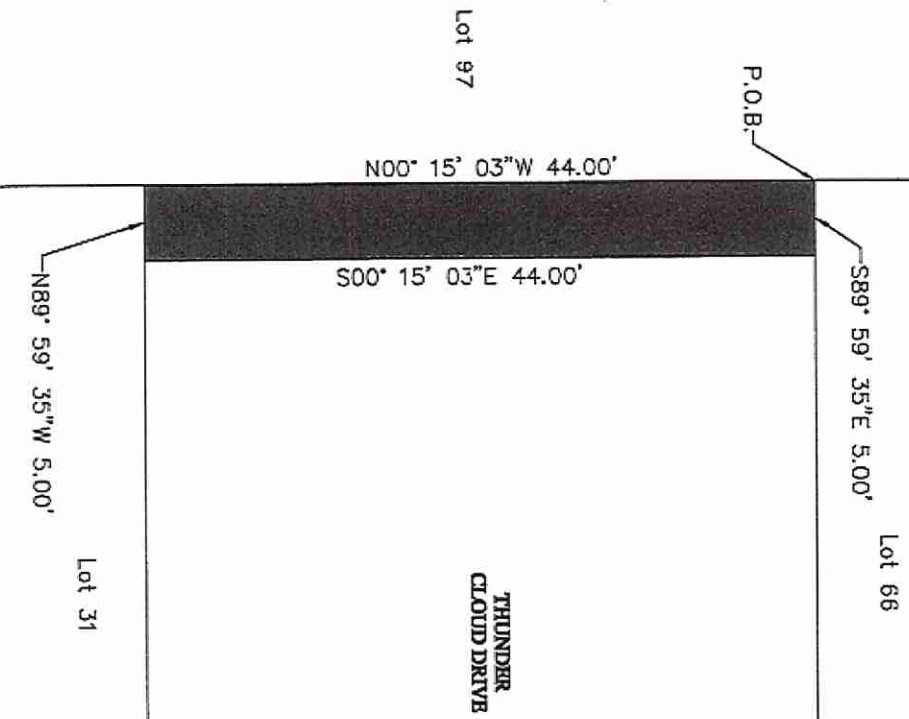


Permit Area #2:



Permit Area #3:

EXHIBIT B REVOCABLE PERMIT



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

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Drawn: AKT | Checked: KST | 7/11/18 | Job No. 0422-02B
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Permit Area #4:

