

REVOCABLE PERMIT

Recitals.

1. Applewood South LLC and Michael S. Foster, 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 the following Streets: Grama Avenue; Indian Rye Street; Bevill Avenue, to wit:

Permit Areas:

A parcel of land situated in the southeast quarter of the southwest quarter of Section 10, Township 1 South, Range 1 East of the Ute Meridian, being that part of Pioneer Meadows, a plat recorded in the Mesa County Clerk and Recorder's Office more particularly described as follows:

Commencing at the northeast corner of Tract F said Pioneer Meadows, common to the northwest corner of Lot 7 of said Pioneer Meadows;

Thence along the south line of Bevill Avenue South $89^{\circ}51'58''$ West a distance of 12.50 feet to the Point of Beginning;

Thence continuing along said line South $89^{\circ}51'58''$ West a distance of 8.00 feet;

Thence departing said line North $00^{\circ}08'02''$ West a distance of 44.00 feet to the north line of Bevill Avenue and the south line of Tract G of said Pioneer Meadows; Thence along said line North $89^{\circ}51'58''$ East a distance of 8.00 feet;

Thence departing said line South $00^{\circ}08'02''$ East a distance of 44.00 feet to the Point of Beginning.

Containing 352 square feet, more or less, as depicted on Exhibit B-1

Beginning at the southeast corner of Lot 22 said Pioneer Meadows, on the north line of Bevill Avenue of said Pioneer Meadows;

Thence along the east line of said Pioneer Meadows South $00^{\circ}09'10''$ West a distance of 44.00 feet to the south line of Bevill Avenue and the northeast corner of Lot 21 of said Pioneer Meadows;

Thence along said line North $89^{\circ}53'26''$ West a distance of 10.00 feet;

Thence departing said line North $00^{\circ}09'10''$ East a distance of 44.00 feet to the north line of said Bevill Avenue;

Thence continuing along said line South $89^{\circ}53'26''$ East a distance of 10.00 feet to the Point of Beginning.

Containing 440 square feet, more or less, as depicted on Exhibit B-2

Beginning at the northwest corner of Lot 50 of said Pioneer Meadows;

Thence along the westerly line of said Lot 50 and the Easterly line of Grama Avenue South 00°08'02" East a distance of 5.00 feet;

Thence departing said line South 89°51 '58" West a distance of 44.00 feet to the westerly line of Grama Avenue and the easterly line of Tract G of said Pioneer Meadows; Thence along said line North 00°08'02" West a distance of 5.00 feet;

Thence departing said line North 89°51 '58" East a distance of 44.00 feet to the Point of Beginning.

Containing 220 square feet, more or less, as depicted on Exhibit B-3

Beginning at the northwest corner of Lot 22 of said Pioneer Meadows;

Thence along the westerly line of said Lot 22 and the Easterly line of Grama Avenue South 00°06 '28" East a distance of 5.00 feet;

Thence departing said line South 89°39'22" West a distance of 44.00 feet to the westerly line of Grama Avenue and the easterly line of Lot 43 of said Pioneer Meadows;

Thence along said line North 00°06'28" West a distance of 5.00 feet to the northeast corner of said Lot 43;

Thence departing said line North 89°39'22" East a distance of 44.00 feet to the Point of Beginning.

Containing 220 square feet, more or less, as depicted on Exhibit B-4.

Beginning at the northwest corner of Lot 10 of said Pioneer Meadows;

Thence along the westerly line of said Lot 10 and the Easterly line of Indian Rye Street South 08°07' 50" East a distance of 5.22 feet;

Thence departing said line South 81°34'58" West a distance of 45.68 feet to the westerly line of Indian Rye Street and the easterly line of Tract C of said Pioneer Meadows;

Thence along said line 5.17 feet along the arc of a curve concave to the east with a radius of 164.00 feet, a central angle 1°48'16" and a chord bearing North 06°06 '27" East a distance of 5.17 feet to the northeast corner of said Tract C;

Thence departing said line North 81°34'58" East a distance of 45.87 feet to the Point of Beginning.

Containing 226 square feet, more or less, as depicted on Exhibit B-5.

Beginning at the southeast corner of Lot 22 said Pioneer Meadows, on the north line of Bevill Avenue of said Pioneer Meadows;

Thence along the east line of said Pioneer Meadows South 00°09'10" West a distance of 44.00 feet to the south line of Bevill Avenue and the northeast corner of Lot 21 of said Pioneer Meadows;

Thence along said line North 89°53 '26" West a distance of 10.00 feet;

Thence departing said line North 00°09'10" East a distance of 44.00 feet to the north line of said Bevill Avenue;

Thence continuing along said line South 89°53 '26" East a distance of 10.00 feet to the Point of Beginning.

Containing 440 square feet, more or less, as depicted on Exhibit B-6.

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 irrigation 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 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 13th day of November, 2017.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

Levi V. Bowen 11/30/2017
Planner

[Signature]
Community Development Director

Acceptance by the Petitioners:

Applewood South LLC

[Signature]
Michael S. Foster
Managing Member

AGREEMENT

Applewood South LLC and Mike Foster, 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 13th day of November, 2017.

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.

Applewood South LLC

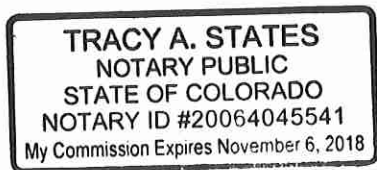
[Handwritten Signature]

*Michael S. Foster
Managing Member*

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 13th day of November, 2017, by *Applewood South LLC and Michael S. Foster.*

My Commission expires: 11/06/2018
Witness my hand and official seal.

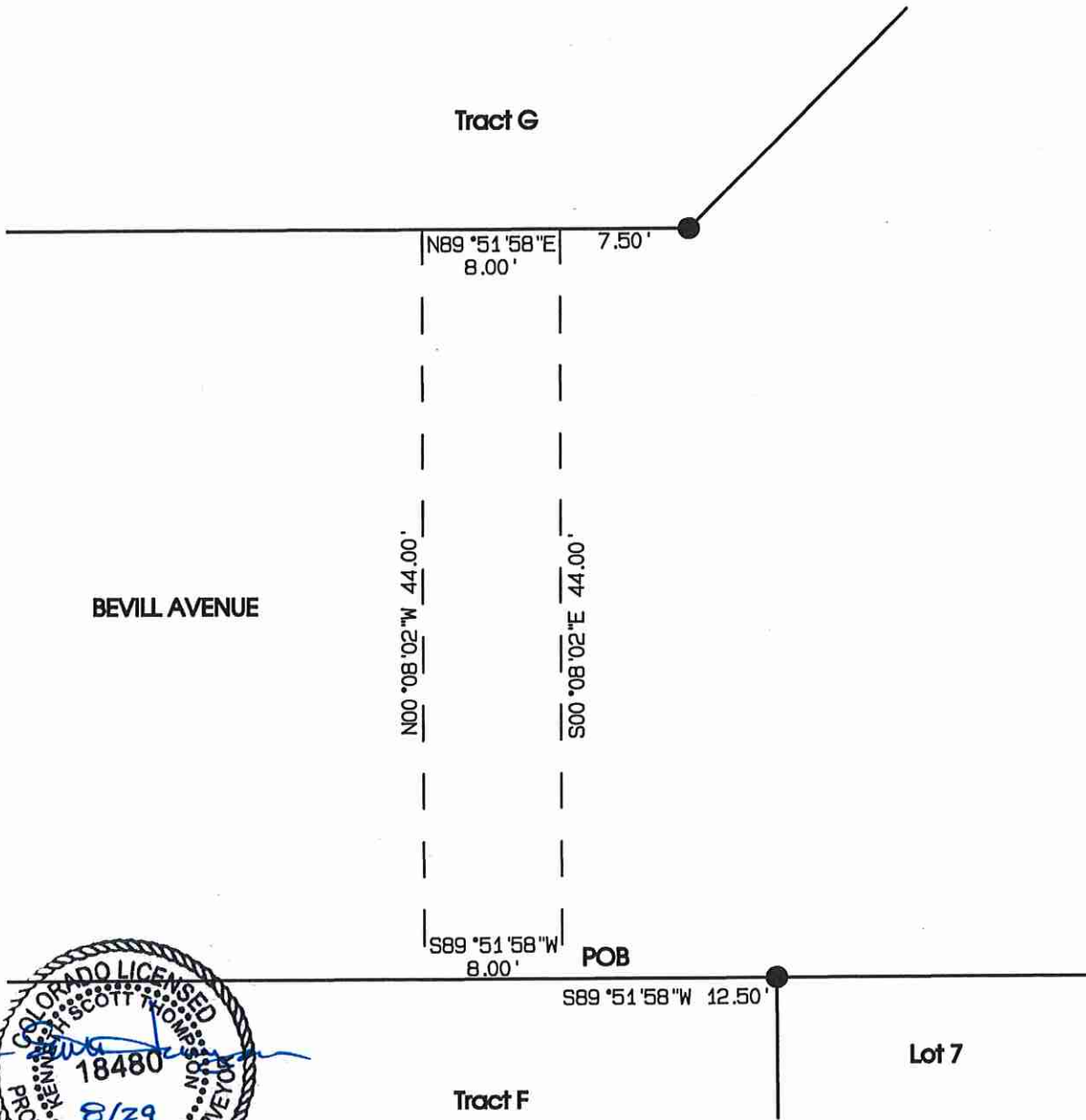


Tracy A. States

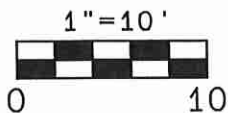
Notary Public

EXHIBIT B-1

REVOCABLE PERMIT - PIONEER MEADOWS



Bearings are based on the recorded plat of Pioneer Meadows

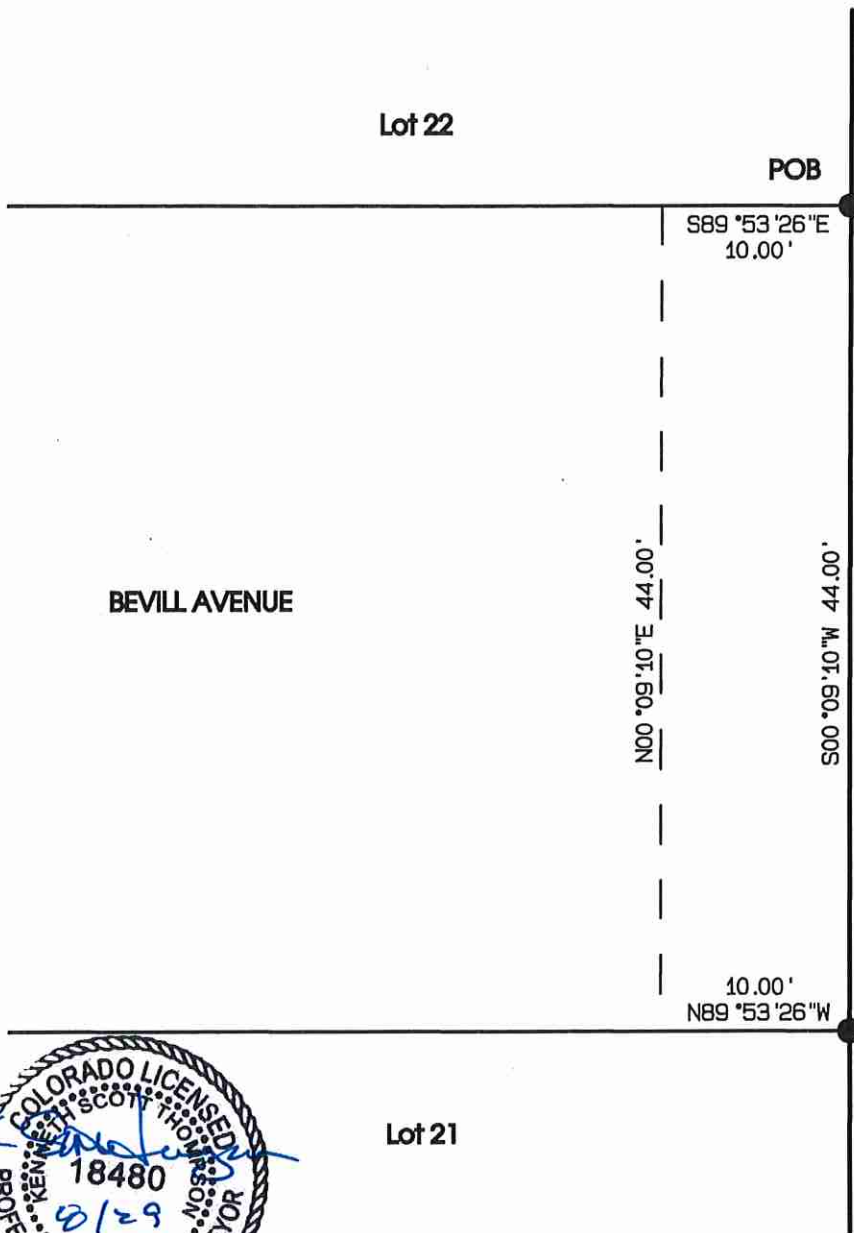


THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

RIVERCITY CONSULTANTS		744 Horizon Ct. Suite 110 Grand Junction CO 81506 970-241-4722	
Drawn: kst	Checked: akt	Aug 28, 2017	Job No. 1068-002
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EXHIBIT B-2

REVOCABLE PERMIT - PIONEER MEADOWS

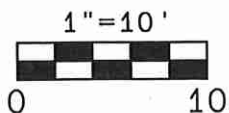


BEVILL AVENUE



Lot 21

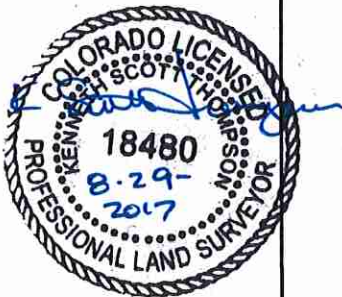
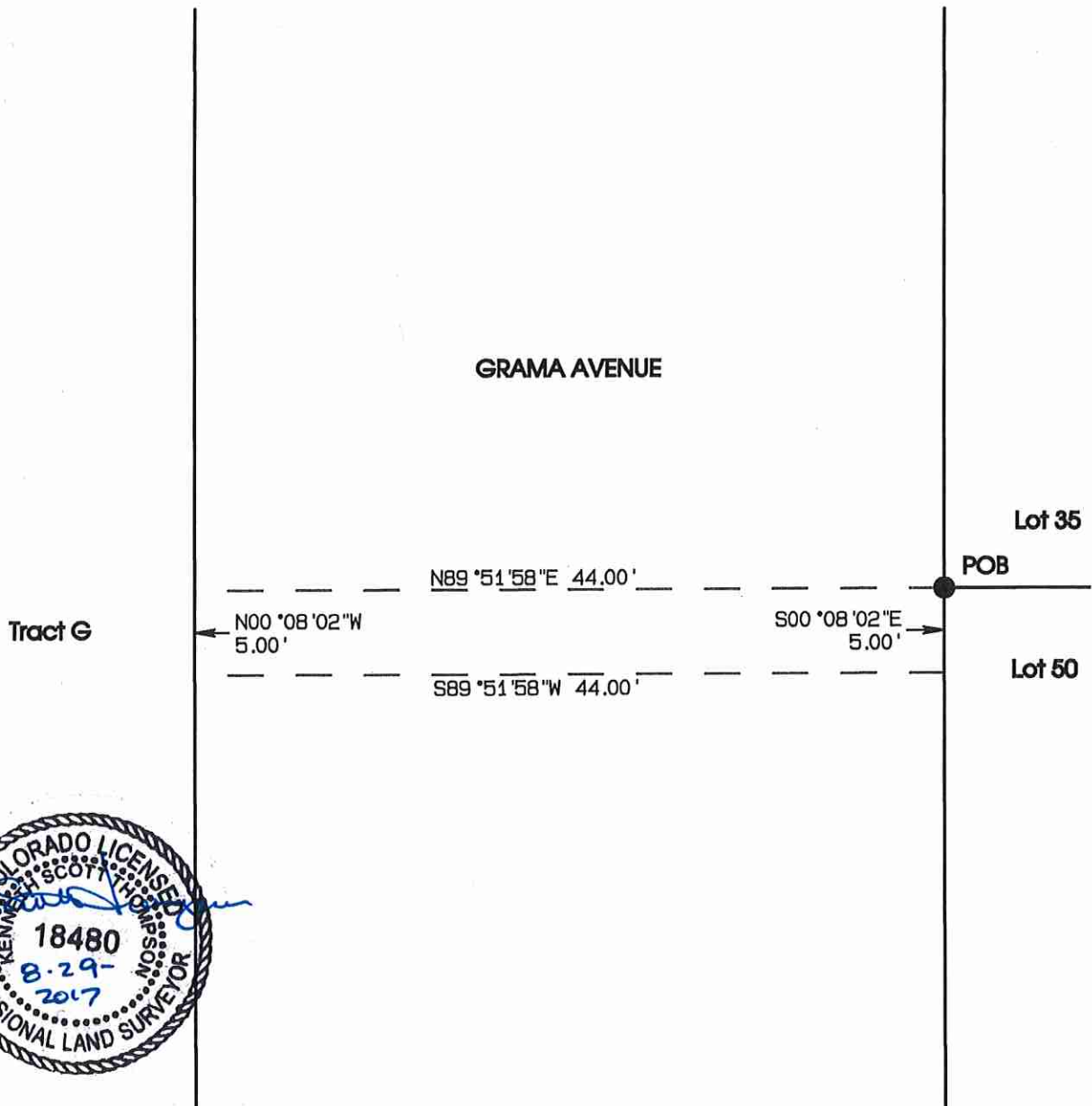
Bearings are based on the recorded plat of Pioneer Meadows



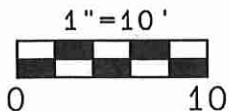
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EXHIBIT B-3 REVOCABLE PERMIT - PIONEER MEADOWS



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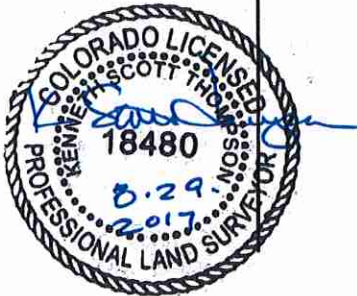
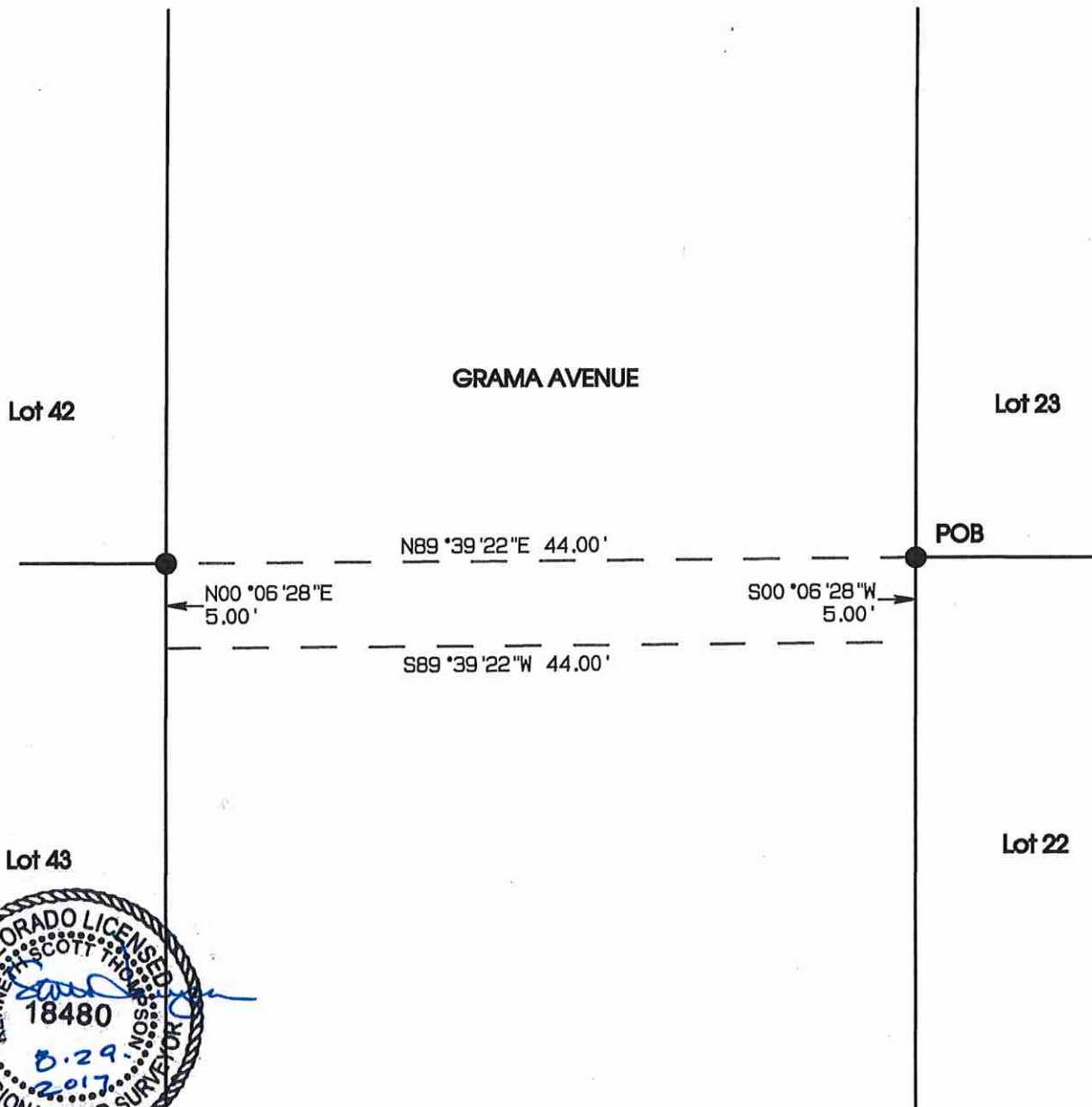


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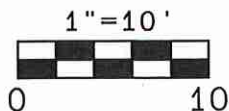
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EXHIBIT B-4

REVOCABLE PERMIT - PIONEER MEADOWS



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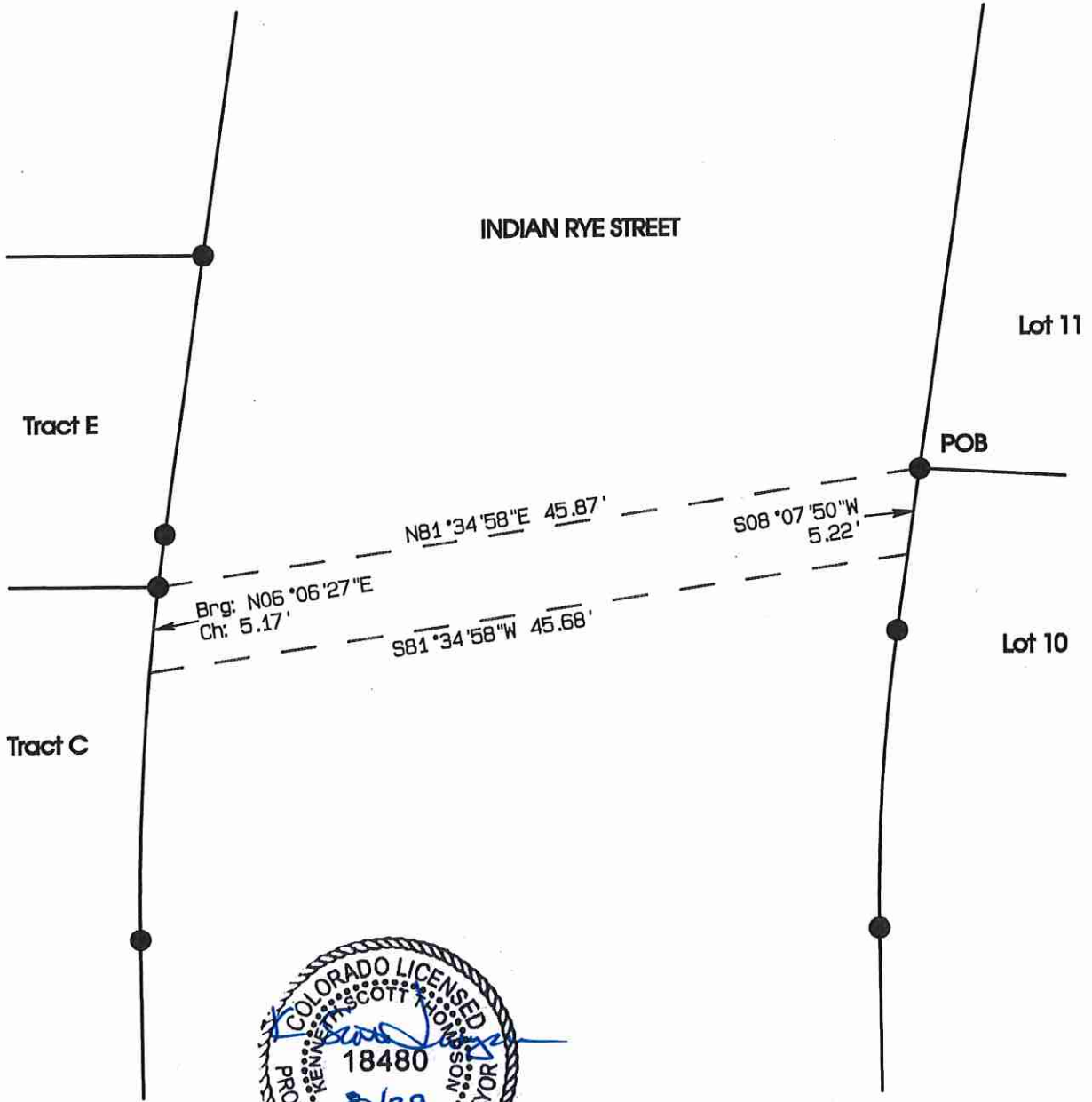


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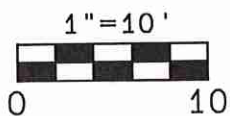
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EXHIBIT B-5

REVOCABLE PERMIT - PIONEER MEADOWS



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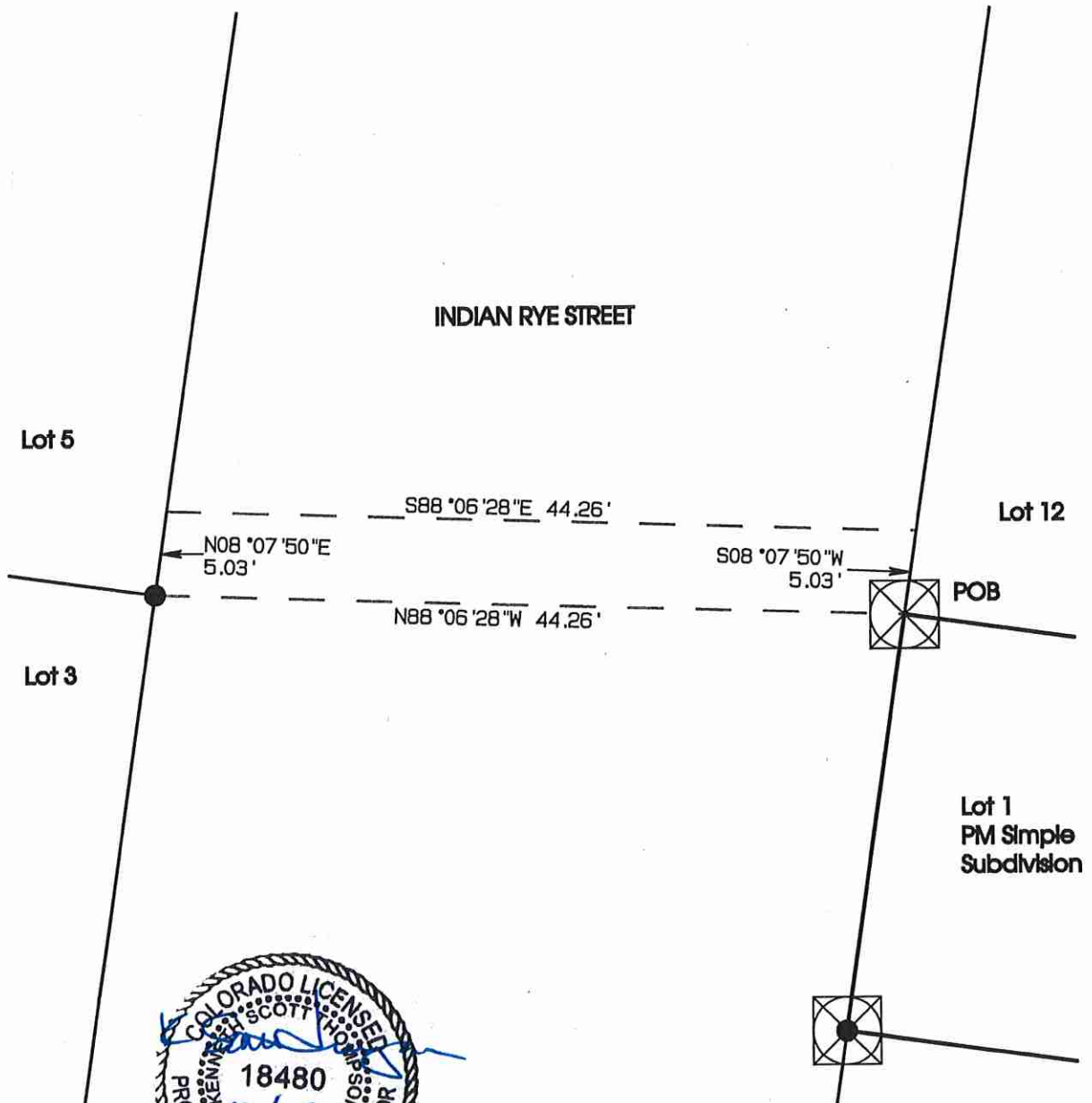


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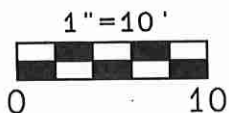
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EXHIBIT B-6

REVOCABLE PERMIT - PIONEER MEADOWS



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