

RESOLUTION NO. 46-97
CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
THE GLEN AT HORIZON, LLC

Recitals

1. The Glen at Horizon LLC, hereinafter referred to as “the Petitioners”, represent that they are the owners of that certain real property located at the SE corner of 7th Street and Horizon Drive in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

Parcel No. 1: That part of the N 1/2 SW 1/4 SE 1/4, and that part of the S 1/2 NW 1/4 SE 1/4, Section 2, Township 1 South, Range 1 West, of the Ute Meridian, lying South and West of the main line of the Grand Valley Mainline Canal, and

Parcel No. 2: Commencing at the Southwest corner of the SW 1/4 SE 1/4 of Section 2, whence the Northwest corner of the SW 1/4 SE 1/4 of Section 2 bears N 00°00'00" E a distance of 1314.68 feet for a basis of bearings, with all bearings contained herein relative thereto: thence N 00°00'00" E a distance of 657.34 feet along the West line of the SW 1/4 SE 1/4 to the South line of the N 1/2 SW 1/4 SE 1/4; thence along said line S 89°54'45" E a distance of 40.00 feet to a point on the Easterly right of way of North 7th Street and the TRUE POINT OF BEGINNING; thence following along said right of way N 00°00'00" E a distance of 297.79 feet; thence N 11°28'10" E a distance of 70.37 feet; thence N 45°28'10" E a distance of 70.00 feet; thence N 38°30'00" W a distance of 71.32 feet; thence N 00°00'00" E a distance of 73.35 feet to a point of curvature on the Southeasterly right of way of Horizon Drive; thence continuing along said right of way along a curve turning to the right having an arc length of 174.61 feet, with a radius of 185.50 feet, with a chord bearing of N 26°58'00" E, and a chord length of 168.24 feet; thence N 53°56'00" E a distance of 207.81 feet; thence N 48°36'04" E a distance of 120.52 feet; thence N 36°32'41" E a distance of 19.41 feet; thence N 53°56'00" E a distance of 25.89 feet; thence S 61°04'00" E a distance of 31.66 feet; thence N 28°56'00" E a distance of 25.00 feet to a point on the approximate centerline of the Grand Valley Mainline Canal; thence the following Nine (9) courses along the approximate centerline of said canal; (1) S 57°21'48" E a distance of 44.87 feet; (2) along a non tangent curve turning to the right with an arc length of 323.10 feet; with a radius of 460.00 feet, with a chord bearing of S 36°28'53" E, and a chord length of 316.50 feet; (3) S 16°21'34" E a distance of 51.93 feet; (4) along a curve turning to the right with an arc length of 155.34 feet, with a radius of 435.00 feet, with a chord bearing of S 06°07'45" E, and a chord length of 154.52 feet; (5) S 04°06'05" W a distance of 79.36 feet; (6) along a curve turning to the right with an arc length of 82.53 feet, with a radius of 385.00 feet, with a chord bearing of S 10°14'32" W, and a chord length of 82.37 feet; (7) S 16°22'59" W a distance of 142.05 feet; (8) S 12°37'36" W a distance of 50.25 feet; (9) S 06°55'49" E a distance of 108.46 feet to a point on the South line of the N 1/2 SW 1/4 SE 1/4; thence along said line N 89°54'45" W a distance of 166.38 feet; thence S 60°06'00" W a distance of 49.45 feet; thence N 89°54'00" W a distance of 126.00 feet; thence N 00°00'00" a distance of 24.69 feet to the South line of the N 1/2 SW 1/4 SE 1/4; thence along said line N 89°54'45" W a distance of 290.01 feet to the POINT OF BEGINNING.

and have requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install and maintain landscaping features and retaining walls within the following described right of way owned by the City as depicted on the attached Exhibit “A” and as described as follows, to wit:

Commencing at the center-south sixteenth corner of Section 2, Township 1 South, Range 1 West of the Ute Meridian, a Mesa County Survey Marker whence the south quarter corner of said Section 2 bears S 00°00'00" W with all bearings herein relative thereto;
thence N 56°30'03" E a distance of 504.59 feet to the POINT OF BEGINNING;
thence S 36°06'56" E, a distance of 9.98 feet;
thence S 53°56'00" W, a distance of 25.89 feet;
thence S 36°32'41" W, a distance of 19.41 feet;
thence S 48°36'04" W, a distance of 120.52 feet;
thence S 53°56'00" W, a distance of 207.81 feet to the beginning of a curve tangent to said line;
thence southwesterly and southerly a distance of 174.61 feet along a curve concave to the southeast, having a radius of 185.50 feet and a central angle of 53°56'00";
thence S 00°00'00" W tangent to said curve, a distance of 73.35 feet;
thence S 38°30'00" E, a distance of 71.32 feet;
thence S 45°28'10" W, a distance of 70.00 feet;
thence S 11°28'10" W, a distance of 52.14 feet;
thence N 82°30'15" W, a distance of 8.55 feet to the easterly limits of the paved surface of North 7th Street;

thence along the easterly and southerly limits of the paved surface of North 7th Street the following 12 courses and distances:

1. N 07°29'45" E, a distance of 20.32 feet;
2. N 07°22'05" E, a distance of 18.75 feet;
3. N 07°10'27" E, a distance of 21.61 feet;
4. N 05°11'59" E, a distance of 31.47 feet;
5. N 01°19'09" E, a distance of 37.59 feet;
6. N 00°30'49" W, a distance of 25.69 feet;
7. N 00°07'57" E, a distance of 40.87 feet;
8. N 00°01'17" W, a distance of 50.00 feet;
9. N 04°14'54" E, a distance of 27.46 feet;
10. N 11°21'22" E, a distance of 22.81 feet;
11. N 17°29'53" E, a distance of 21.80 feet;
12. N 24°19'03" E, a distance of 24.31 feet to the intersection of the easterly limits of the paved surface of North 7th Street with the southerly limits of paved surface of Horizon Drive; thence along the Southerly limits of the paved surface of Horizon Drive the following 12 courses and distances:
 1. N 31°10'57" E, a distance of 21.50 feet;
 2. N 38°16'03" E, a distance of 28.87 feet;
 3. N 45°59'16" E, a distance of 22.05 feet;
 4. N 51°41'13" E, a distance of 21.67 feet;
 5. N 53°26'38" E, a distance of 23.81 feet;
 6. N 53°54'57" E, a distance of 50.76 feet;
 7. N 53°49'11" E, a distance of 46.59 feet;
 8. N 53°57'09" E, a distance of 78.80 feet;
 9. N 53°59'16" E, a distance of 50.27 feet;
 10. N 54°01'21" E, a distance of 47.07 feet;
 11. N 53°55'03" E, a distance of 46.37 feet;
 12. N 53°53'04" E, a distance of 14.42 feet to the POINT OF BEGINNING.

2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioners for the purposes aforescribed

and within the right of way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED the 6th day of August, 1997

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Janet Terry
President of City Council

REVOCABLE PERMIT

Recitals

1. The Glen at Horizon LLC, hereinafter referred to as “the Petitioners”, represent that they are the owners of that certain real property located at the SE corner of 7th Street and Horizon Drive in the County of Mesa, State of Colorado, described as follows:

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2. Based on the foregoing, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioners a Revocable Permit for the purposes aforescribed and within the right of way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself, the State of Colorado, the County of Mesa and all other public utilities, hereby reserves and retains a perpetual right to utilize all of the aforementioned right of way for any City or public utility purposes, including, but not limited to, the installation, operation, maintenance and repair of existing and future utilities, including the right of ingress and egress on, along, over, under, through and across said right of way.

2. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, the State of Colorado, the County of Mesa, or any public utility liable for damages caused to the improvements situated within said public right of way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioner's occupancy, possession or use of said right of way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance or repair of public improvements, including, but not limited to, street improvements and utilities.

3. This Revocable Permit shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the Petitioner's heirs, 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 the last known address), peaceably surrender said public right of way and, at their own expense, remove any encroachment so as to make the public right of way available for use by the City of Grand Junction, the State of Colorado, the County of Mesa or any other public utility. The provisions concerning holding harmless and indemnity shall survive the expiration, termination or other ending of this Permit .

4. The Petitioners, for themselves and for their heirs, successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of the existing and all other future improvements installed by the Petitioners.

5. This Revocable Permit, the related Resolution 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 _____ day of _____, 1997.

Attest:

The City of Grand Junction, a
Colorado home rule municipality

City Clerk

City Manager

Acceptance:

The Glen at Horizon LLC

AGREEMENT

The Glen at Horizon, LLC, for themselves and for their heirs, successors and assigns, do hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; As set forth, 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 right of way to the City of Grand Junction and, at their own expense, remove any encroachment so as to make the public right of way fully available for use by the City of Grand Junction, the State of Colorado, the County of Mesa, or any public utility.

Dated this _____ day of _____, 1997.

The Glen at Horizon LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 1997 by

Witness my hand and official seal.

My Commission expires: _____

Notary Public