

RESOLUTION NO. 177-05

**A RESOLUTION CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO
SPYGLASS RIDGE HOMEOWNERS ASSOCIATION, INC.**

Recitals.

1. Spyglass Ridge Homeowners Association, Inc., a Colorado nonprofit corporation, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to build and maintain a pedestrian trail and associated benches, shades structures and signage within the limits of the following described City-owned property, to wit:

See attached Exhibits A and B (legal descriptions and drawings).

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 Petitioner for the purposes aforescribed and within the limits of the City-owned property aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 7th day of December, 2005.

Attest:

/s/: Gregg Palmer
Council President Pro Tem

/s/: Stephanie Tuin
City Clerk

REVOCABLE PERMIT

Recitals

Spyglass Ridge Homeowners Association, Inc., a Colorado nonprofit corporation, has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to build and maintain a pedestrian trail and associated benches, shade structures and signage within the limits of the following described City-owned property, to wit:

See attached Exhibits A and B (legal descriptions and drawings).

1. 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 Petitioner a Revocable Permit for the purposes aforescribed and within the limits of the City-owned property aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. A maximum 3 foot wide natural surface dirt path trail shall be constructed within the described 20 foot swath. No trail shall be allowed to be placed in a natural drainage course, however, the trail alignment shall be allowed to cross, generally perpendicular, to any drainage course.
2. The construction of the trail shall be by hand using shovel and pick to grub the trail to minimize vegetation removal and visual impact, similar to a Forest Service or backcountry hiking trail.
3. The trail shall be for pedestrian use only.
4. Benches, shade structures and interpretive and directional signage shall be allowed to be placed in selected locations along the trail. Such locations shall be reviewed and approved by the City prior to placement.
5. The Petitioner's use and occupancy of the City-owned property as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required 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 property.

6. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed City-owned property for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
7. The Petitioner, for itself and for its successors and assigns, agrees that it shall not hold nor attempt to hold the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said City-owned property or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
8. The Petitioner agrees that it shall at all times keep the above described City-owned property in good condition and repair.
9. This Revocable Permit shall be issued only upon concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's 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 Petitioner shall, at the sole expense and cost of the Petitioner, 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 City-owned property and, at its own expense, remove any encroachment so as to make the aforescribed City-owned property available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.
10. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 7th day of December, 2005.

Attest:

The City of Grand Junction
a Colorado home rule municipality

/s/: Stephanie Tuin
City Clerk

/s/: Kelly Arnold
City Manager

Acceptance by the Petitioner:

By: _____

AGREEMENT

Spyglass Ridge Homeowners Association, Inc., a Colorado nonprofit corporation, for itself and for its successors and assigns, does 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 City-owned property to the City of Grand Junction and, at its 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 or the general public.

Dated this _____ day of _____, 2005.

Spyglass Ridge, Inc.,
a Colorado nonprofit corporation

Attest:

By:

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2005, by David G. Behrhorst as President of Spyglass Ridge Homeowners Association, Inc., a Colorado nonprofit corporation.

My Commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A

TRAIL DESCRIPTION

A twenty foot wide strip of land across Lot 3 of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said strip of land lying ten feet each side of the following described centerline:

Beginning at a point on the East line of said Lot 3, whence the South one-quarter corner of said Section 26 bears South 00°22'10" East, a distance of 766.08 feet;
Thence South 66°38'34" West, a distance of 54.94 feet;
Thence South 39°46'36" West, a distance of 67.42 feet;
Thence South 62°14'57" West, a distance of 38.51 feet;
Thence South 47°13'04" West, a distance of 76.44 feet;
Thence South 44°11'00" West, a distance of 62.31 feet;
Thence South 64°42'57" West, a distance of 43.21 feet;
Thence South 40°39'16" West, a distance of 92.98 feet;
Thence South 45°00'34" West, a distance of 107.14 feet;
Thence South 50°23'43" West, a distance of 40.33 feet;
Thence 35.54 feet along the arc of a 178.61 foot radius tangent curve to the right, through a central angle of 11°24'07", with a chord bearing South 56°05'47" West, a distance of 35.48 feet; to a point of reverse curvature;
Thence 35.49 feet along the arc of a 149.01 foot radius curve to the left, through a central angle of 13°38'50", with a chord bearing South 54°58'25" West, a distance of 35.41 feet;
Thence South 48°09'00" West tangent to said curve, a distance of 53.13 feet;
Thence 15.20 feet along the arc of a 50.00 foot radius tangent curve to the left, through a central angle of 17°24'55", with a chord bearing South 39°26'32" West, a distance of 15.14 feet;
Thence South 30°44'04" West tangent to said curve, a distance of 57.20 feet;
Thence 25.21 feet along the arc of a 50.00 foot radius tangent curve to the left, through a central angle of 28°53'31", with a chord bearing South 16°17'19" West, a distance of 24.95 feet;
Thence South 01°50'34" West tangent to said curve, a distance of 23.60 feet;
Thence North 78°29'36" East, a distance of 86.81 feet;
Thence North 87°23'08" East, a distance of 47.38 feet;
Thence South 20°37'11" West, a distance of 35.83 feet;
Thence 19.34 feet along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of 55°25'00", with a chord bearing South 07°05'19" East, a distance of 18.60 feet;
Thence South 34°47'49" East tangent to said curve, a distance of 9.44 feet;
Thence 13.07 feet along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of 37°27'01", with a chord bearing South 53°31'19" East, a distance of 12.84 feet;
Thence South 72°14'50" East tangent to said curve, a distance of 18.59 feet;
Thence 12.54 feet along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of 35°55'02", with a chord bearing North 89°47'40" East, a distance of 12.33 feet;
Thence North 71°50'09" East tangent to said curve, a distance of 45.46 feet;
Thence South 85°44'07" East, a distance of 16.72 feet;
Thence South 18°28'10" West, a distance of 19.42 feet;
Thence South 51°50'23" West, a distance of 132.22 feet;
Thence South 20°26'26" West, a distance of 41.46 feet;
Thence 18.51 feet along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of 53°01'45", with a chord bearing South 06°04'26" East, a distance of 17.86 feet;

Thence South $32^{\circ}35'18''$ East tangent to said curve, a distance of 13.91 feet to the South line of said Lot 3, the Point of Termination of the centerline herein described, whence the South one-quarter corner of said Section 26 bears North $89^{\circ}20'00''$ East, a distance of 470.79 feet.

The sidelines of said strip of land shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.



EXHIBIT B

TRAIL DESCRIPTION

A twenty foot wide strip of land across Lot 3 of Section 26, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said strip of land lying ten feet each side of the following described centerline:

Beginning at a point on the East line of said Lot 3, whence the South one-quarter corner of said Section 26 bears South 00°22'10" East, a distance of 766.08 feet;
Thence South 66°38'34" West, a distance of 54.94 feet;
Thence South 39°46'36" West, a distance of 67.42 feet;
Thence South 62°14'57" West, a distance of 38.51 feet;
Thence South 47°13'04" West, a distance of 76.44 feet;
Thence South 44°11'00" West, a distance of 62.31 feet;
Thence South 64°42'57" West, a distance of 43.21 feet;
Thence South 45°30'30" West, a distance of 145.54 feet;
Thence South 54°44'45" West, a distance of 41.26 feet;
Thence South 75°03'29" West, a distance of 50.82 feet;
Thence South 69°31'05" West, a distance of 36.33 feet;
Thence South 61°36'18" West, a distance of 49.45 feet;
Thence South 85°20'09" West, a distance of 47.79 feet;
Thence North 81°05'17" West, a distance of 25.28 feet;
Thence South 81°21'41" West, a distance of 15.22 feet to the Point of Termination of the centerline herein described.

The sidelines of said strip of land shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

TRAIL EXHIBIT

