

**RESOLUTION NO. 111-06**

**A RESOLUTION REVOKING A REVOCABLE PERMIT AND APPROVING AN  
AMENDED REVOCABLE PERMIT TO BE ISSUED TO SPYGLASS RIDGE HOME  
OWNERS ASSOCIATION WITH AN AMENDED ALIGNMENT FOR TRAIL  
CONSTRUCTION**

**LOCATED ON CITY-OWNED PROPERTY ADJACENT TO THE WATER PLANT**

**Recitals.**

1. Spyglass Ridge Homeowners Association, Inc., a Colorado nonprofit corporation, was issued a Revocable Permit to allow the Petitioner to build and maintain a pedestrian trail and associated benches, shades structures and signage on City-owned property (Resolution No. 177-05);
2. In working with the Bureau of Land Management for access to BLM land from the City-owned land, the applicant has determined a modified alignment would be better for trail construction. City staff has reviewed the amended alignment and concur with the requested change (Exhibit A).
3. 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 Revocable Permit, authorized by Resolution No. 177-05, is hereby revoked and 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 6<sup>th</sup> day of September, 2006.

Attest:

/s/: James J. Doody  
President of the City Council

/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 Exhibit A (legal description and drawing).

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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Attest:

The City of Grand Junction  
a Colorado home rule municipality

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
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 \_\_\_\_\_, 2006.

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 \_\_\_\_\_, 2006, 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 762.85 feet;  
Thence South 72°28'25" West, a distance of 35.45 feet;  
Thence 60.18 feet along the arc of a 133.55 foot radius tangent curve to the right, through a central angle of 25°49'09", with a chord bearing South 85°22'59" West, a distance of 59.67 feet; to a point of reverse curvature;  
Thence 31.14 feet along the arc of a 23.20 foot radius curve to the left, through a central angle of 76°52'41", with a chord bearing South 59°51'13" West, a distance of 28.85 feet;  
Thence South 21°24'53" West tangent to said curve, a distance of 25.03 feet;  
Thence 129.16 feet along the arc of a 179.00 foot radius tangent curve to the right, through a central angle of 41°20'36", with a chord bearing South 42°05'10" West, a distance of 126.38 feet;  
Thence South 70°03'17" West, a distance of 25.87 feet;  
Thence 18.33 feet along the arc of a 20.00 foot radius non-tangent curve to the left, through a central angle of 52°31'18", with a chord bearing South 42°43'44" West, a distance of 17.70 feet;  
Thence South 16°28'05" West tangent to said curve, a distance of 46.09 feet;  
Thence 71.70 feet along the arc of a 71.01 foot radius tangent curve to the right, through a central angle of 57°51'25", with a chord bearing South 45°23'48" West, a distance of 68.70 feet;  
Thence South 74°19'30" West tangent to said curve, a distance of 9.90 feet;  
Thence 49.64 feet along the arc of a 75.00 foot radius tangent curve to the left, through a central angle of 37°55'18", with a chord bearing South 55°21'51" West, a distance of 48.74 feet;  
Thence South 36°24'12" West tangent to said curve, a distance of 17.59 feet;  
Thence South 55°16'19" West, a distance of 62.75 feet;  
Thence South 69°37'47" West, a distance of 63.52 feet;  
Thence South 63°14'11" West, a distance of 42.08 feet;  
Thence 31.93 feet along the arc of a 54.06 foot radius tangent curve to the right, through a central angle of 33°50'10", with a chord bearing South 80°09'16" West, a distance of 31.46 feet;  
Thence North 82°55'40" West tangent to said curve, a distance of 52.14 feet;  
Thence 61.25 feet along the arc of a 47.09 foot radius tangent curve to the left, through a central angle of 74°31'39", with a chord bearing South 59°48'31" West, a distance of 57.03 feet;  
Thence South 22°32'42" West tangent to said curve, a distance of 28.96 feet;  
Thence South 15°30'54" West, a distance of 27.51 feet;  
Thence 69.91 feet along the arc of a 67.93 foot radius tangent curve to the left, through a central angle of 58°57'47", with a chord bearing South 13°58'00" East, a distance of 66.87 feet;  
Thence South 43°26'53" East tangent to said curve, a distance of 30.28 feet;  
Thence South 29°32'26" East, a distance of 20.54 feet;  
Thence 38.82 feet along the arc of a 74.14 foot radius tangent curve to the left, through a central angle of 30°00'17", with a chord bearing South 44°32'35" East, a distance of 38.38 feet; to a point of compound curvature;  
Thence 48.79 feet along the arc of a 55.00 foot radius curve to the left, through a central angle of 50°49'54", with a chord bearing South 84°57'40" East, a distance of 47.21 feet; to a point of reverse curvature;

Thence 27.24 feet along the arc of a 66.95 foot radius curve to the right, through a central angle of  $23^{\circ}18'53''$ , with a chord bearing North  $81^{\circ}16'49''$  East, a distance of 27.06 feet;  
Thence South  $87^{\circ}03'45''$  East tangent to said curve, a distance of 6.00 feet;  
Thence 20.61 feet along the arc of a 15.00 foot radius tangent curve to the right, through a central angle of  $78^{\circ}43'37''$ , with a chord bearing South  $47^{\circ}41'56''$  East, a distance of 19.03 feet; to a point of compound curvature;  
Thence 14.77 feet along the arc of a 24.89 foot radius curve to the right, through a central angle of  $34^{\circ}00'08''$ , with a chord bearing South  $08^{\circ}39'56''$  West, a distance of 14.56 feet;  
Thence South  $48^{\circ}38'56''$  West, a distance of 6.02 feet;  
Thence 9.92 feet along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of  $28^{\circ}25'55''$ , with a chord bearing South  $34^{\circ}25'59''$  West, a distance of 9.82 feet;  
Thence South  $20^{\circ}13'01''$  West tangent to said curve, a distance of 32.88 feet;  
Thence 7.06 feet along the arc of a 20.00 foot radius non-tangent curve to the right, through a central angle of  $20^{\circ}14'03''$ , with a chord bearing South  $39^{\circ}27'58''$  West, a distance of 7.03 feet; to a point of reverse curvature;  
Thence 7.20 feet along the arc of a 10.42 foot radius curve to the left, through a central angle of  $39^{\circ}35'28''$ , with a chord bearing South  $29^{\circ}47'15''$  West, a distance of 7.06 feet;  
Thence South  $09^{\circ}39'54''$  West, a distance of 12.35 feet;  
Thence 10.59 feet along the arc of a 20.00 foot radius non-tangent curve to the right, through a central angle of  $30^{\circ}20'08''$ , with a chord bearing South  $24^{\circ}24'49''$  West, a distance of 10.47 feet;  
Thence South  $39^{\circ}34'53''$  West tangent to said curve, a distance of 2.15 feet;  
Thence 12.25 feet along the arc of a 10.00 foot radius tangent curve to the left, through a central angle of  $70^{\circ}11'30''$ , with a chord bearing South  $04^{\circ}29'08''$  West, a distance of 11.50 feet;  
Thence South  $30^{\circ}36'37''$  East tangent to said curve, a distance of 40.89 feet;  
Thence South  $35^{\circ}43'44''$  East, a distance of 42.88 feet to the South line of said Lot 3, the Point of Termination of the centerline herein described; whence the marked stone meander corner on the south line of said Section 26 bears North  $48^{\circ}27'13''$  East, a distance of 21.15 feet.

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

# TRAIL EXHIBIT

