

CHP05MIA

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	CHIPETA WEST LLC
PURPOSE:	RIGHT-OF-WAY FOR MIA DRIVE TO ALLOW PETIONER TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE IRRIGATION IMPROVEMENTS
ADDRESS:	2941, 2949 B ½ ROAD
PARCEL NO.:	2943-293-00-151
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

2293444 BK 4063 PG 215-219
12/21/2005 03:43 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$25.00 SurChg \$1.00

Recitals.

1. Chipeta West, 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 irrigation facility improvements, as approved by the City, within the limits of the following described public right-of-way for Mia Drive , to wit:

Permit Area:

ORIGINAL

A parcel of land situated in the NE1/4 SW1/4 of Section 29, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the Mesa County Survey marker for the center one-quarter corner of said Section 29, whence the Mesa County Survey marker for the center-west one-sixteenth corner of said Section 29 bears North 89°50'34" East, a distance of 1319.61 feet;

Thence South 57°12'22" West, a distance of 482.35 feet to the **Point of Beginning**;

Thence North 00°09'26" West, a distance of 44.00 feet to a point of cusp on a 13.50 foot radius curve concave to the northwest;

Thence 11.20 feet northeasterly along the arc of said curve, through a central angle of 47°32'05", with a chord bearing North 66°37'11" East, a distance of 10.88 feet;

Thence South 00°09'26" East, a distance of 52.58 feet to a point of cusp on a 13.50 foot radius curve concave to the southwest;

Thence 11.20 feet northwesterly and westerly along the arc of said curve, through a central angle of 47°31'19", with a chord bearing North 66°58'06" West, a distance of 10.88 feet to the Point of Beginning.

Containing 0.011 acres, more or less.

2. Based on the authority of the Charter and § 2.17B of the Grand Junction Zoning and Development Code applying the same, the City, by and through the Community Development Director, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HIS LAWFUL AUTHORITY, BOB BLANCHARD, 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 right-of-way described; provided, however, that this Permit is conditioned upon the following:

1. The installation, operation, maintenance, repair and replacement of irrigation facility 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 facilities 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.

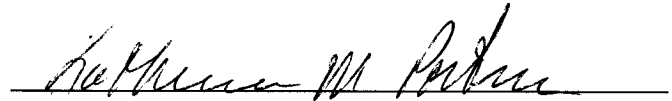
7. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 21 day of December 2005.

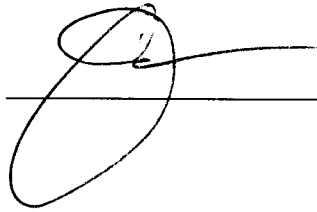
The City of Grand Junction, a Colorado home rule municipality

Written and Recommended by:


Planner


Community Development Director

Acceptance by the Petitioners:


Mayor for Chipeta West LLC

AGREEMENT

Chipeta West, 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 irrigation facilities. 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 day of 2005.

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.

_____ *Mgr for Chipeta West LLC*

State of Colorado)
)ss.
County of Mesa)

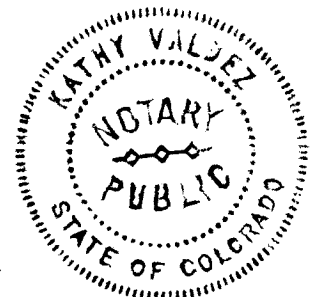
The foregoing Agreement was acknowledged before me this 16 day of December, 2005, by GLEN WALEY, MANAGER FOR CHIPETA WEST, LLC,

My Commission expires: 11-17-08

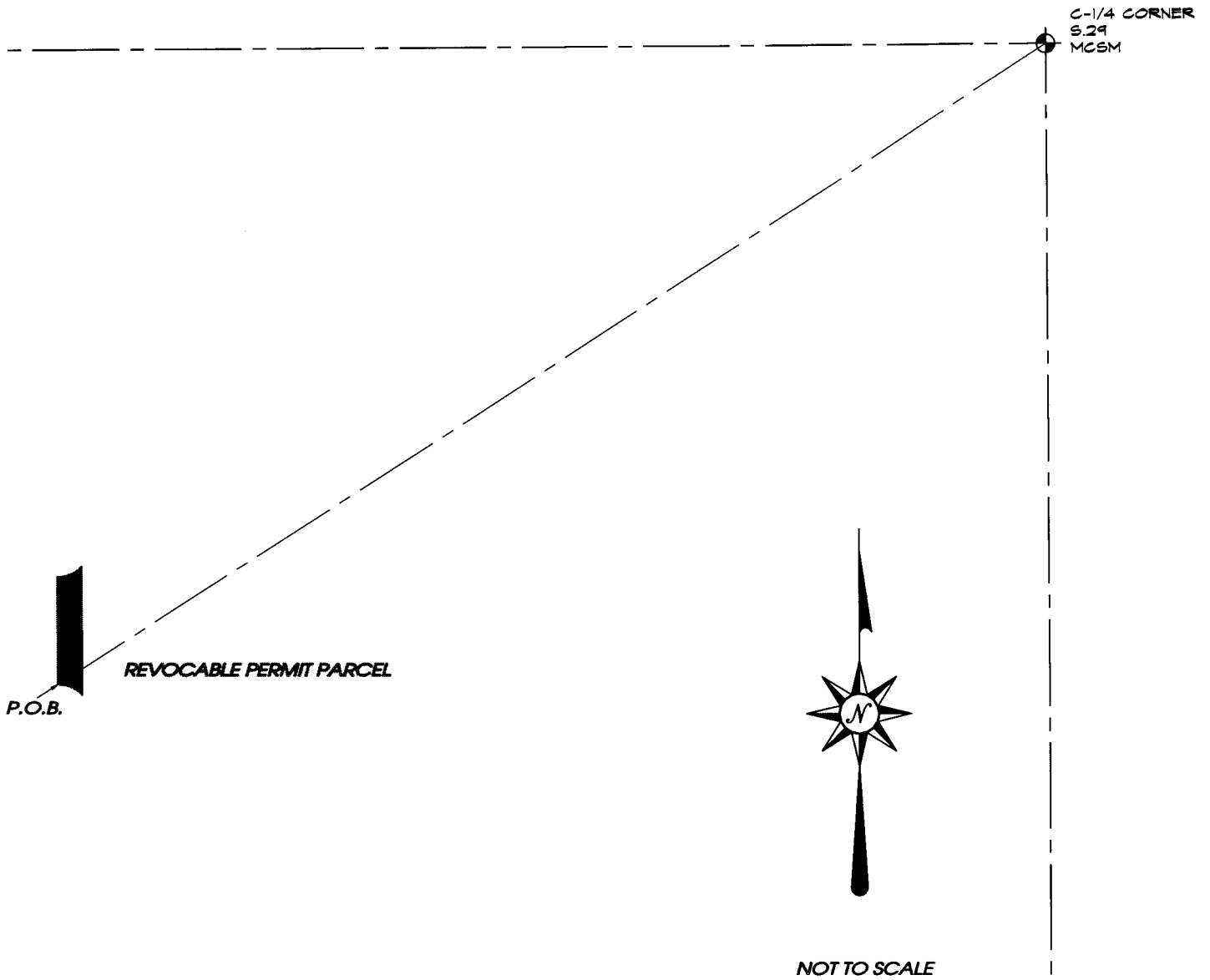
Witness my hand and official seal.

Kathy Valdez

Notary Public



REVOCABLE PERMIT EXHIBIT



This exhibit is a graphical representation of a written description, and is provided for information only. It is not to be relied upon for boundary or title matters. It is not intended to be a legal document and does not replace, correct or supersede the attached easement description.