

HHG06RID

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	HARVEST HOLDINGS GROUP, LLC.
PURPOSE:	LANDSCAPE IMPROVEMENTS
ADDRESS:	LOT 2 THE RIDGES MINOR SUBDIVISION RIDGES BLVD. AT LAKERIDGE DRIVE
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

REVOCABLE PERMIT

Recitals.

1. Harvest Holdings Group, 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 landscape improvements including irrigation system and masonry retaining walls with subdivision identification signage, as approved by the City, within the limits of the public right-of-way as described in Exhibits A and B attached.

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, SHERYL TRENT, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of decorative masonry walls, landscaping and 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 landscape improvements including irrigation system and masonry retaining walls with subdivision identification signage 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 landscaping, irrigation and retaining walls with signage 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, irrigation systems, retaining walls with signage and 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.

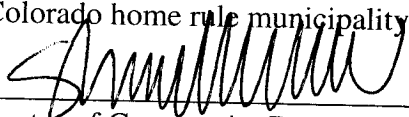
7. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 6th day of August, 2006.

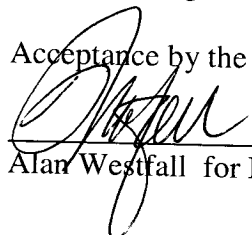
Written and Recommended by:


Project Manager/Planner

The City of Grand Junction,
a Colorado home rule municipality


Director of Community Development

Acceptance by the Petitioner:


Alan Westfall for Harvest Holdings Group, LLC

AGREEMENT

Harvest Holdings Group, 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 landscaping, irrigation and retaining walls with subdivision identification signage. 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 14th day of August, 2006.

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.

Alan Westfall
Alan Westfall for Harvest Holdings Group, LLC

State of Colorado)
)ss.
County of ~~Mesa~~ Douglas)

The foregoing Agreement was acknowledged before me this 14th day of August, 2006, by Alan Westfall.

My Commission expires: 09.07.2008
Witness my hand and official seal.



Christina Rueffert
Notary Public

EXHIBIT A – Permit Area

A certain parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being a portion of Lot 2, The Ridges Minor Subdivision, as same is recorded in Plat Book 14, Page 160, Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot One, Block Eighteen, The Ridges Filing No. 3, as same is recorded in Plat Book 12, Page 5, Public Records of Mesa County, Colorado and assuming the South line of said Lot One bears S 50°04'48" E with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 50°04'48" E along the South line of said Lot One, a distance of 188.90 feet; thence S 59°21'16" W a distance of 65.12 feet, more or less, to a point on the North right of way for Lakeridge Drive, as same is shown on said Ridges Minor Subdivision; thence 179.52 feet Northwesterly along the arc of 140.00 foot radius non-tangent curve, concave Southwest, through a central angle of 73°28'14", whose long chord bears N 36°44'07" W with a long chord length of 167.47 feet; thence N 29°15'29" E along the Southerly projection of the West line of said Lot One, Ridge Filing No. 3, a distance of 23.15 feet, more or less, to the Point of Beginning.

CONTAINING 4,399.1 Sq. Ft, (0.101 Ac), more or less, as described.

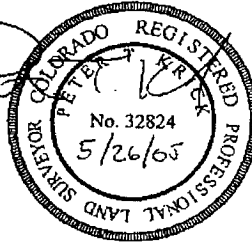
Prepared by: Peter T. Krick
City Surveyor
City of Grand Junction

EXHIBIT "A"

LOT 1
THE RIDGES
MINOR SUBDIVISION
(PB 14, PG 160)

LOT 2
THE RIDGES
MINOR SUBDIVISION
(PB 14, PG 160)

LOT ONE
BLOCK EIGHTEEN
THE RIDGES FILING NO. 3
(PB 12, PG 5)



DRAINAGE EASEMENT
N29°15'29"E 321.47'

6' Irrigation Easement (typ.)
"either side of all lot lines"
as described on record plat

N29°15'29"E
23.15'

POINT OF BEGINNING
SW CORNER LOT ONE

4,399.07 sq.ft.
0.101 acres

CONTAINS
4,399.1 SQ. FT.
(0.101 AC)

R = 140.00'
L = 179.52'
Δ = 73°28'14"
Chd Brg = N36°44'07"W
Chd Len = 167.47'

LAKERIDGE DRIVE

S55°04'48"E 188.90'

S59°21'15"W
65.12'

S45°37'33"W 252.62'

LOT 2
REPLAT OF LOTS 13C AND
14C, THE RIDGES FILING
NO. THREE
(PB 14, PG 124)

LOT 2
THE RIDGES
MINOR SUBDIVISION
(PB 14, PG 160)

DRAWN BY: P.T.K.
DATE: 05-26-2005
SCALE: 1" = 50'
APPR. BY: J.K.

PORTION OF LOT 2
THE RIDGES MINOR SUBDIVISION
2945-201-10-946



EXHIBIT B - SITE PLAN IMPROVEMENTS IN RIGHT-OF-WAY

