

LEV0729B

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

REVOCABLE PERMIT

NAME OF PROPERTY
OWNER OR GRANTOR:

WILLIAM R. OGLE FOR LEVEL III
DEVELOPMENT, INC.

PURPOSE:

LANDSCAPING RIGHT-OF-WAY

ADDRESS:

29 AND B ROAD TRACT F CHIPETA
HEIGHTS SUBDIVISION (PARCEL 4)

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2007

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

REVOCABLE PERMIT

Recitals.

1. William R. Ogle, for Level III Development, Inc., 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, as approved by the City, within the limits of the following described public right-of-way for 29 Road and B Road, to wit:

Permit Area known as Parcel 4: (Exhibit B attached)

A parcel of land for landscaping located in Chipeta Heights Subdivision, a subdivision located in Lot 25 and Lot 32 of the Grand Junction Orchard Mesa Land Company's Orchard Subdivision as shown on plat recorded in Plat Book 1, Page 26, Mesa County records, in the SE1/4, SE1/4, Section 30, T1S, R1E, Ute Meridian, City of Grand Junction, Mesa County, Colorado and being more particularly described as follows:

BEGINNING at SW corner of that Tract F, Chipeta Heights Subdivision, whence the South line of said Tract F bears N89°57'39"E, a distance of 416.58' for a basis of bearings, with all bearings shown hereon relative thereto; thence N89°57'39"E, a distance of 416.58, along South line of Tract F to the SW corner of the NW corner clip at the intersection of 29 Road and B Road rights-of-way; thence N45°00'00"E, a distance of 29.22', along NW corner clip; thence N00°10'41"W, a distance of 293.57', along West right-of-way line of 29 Road; thence N89°49'19"E, a distance of 25.54', to a point at the back of paving for 29 Road; thence along the back of paving for 29 Road and B Road the following twelve (12) courses: (1) S00°10'09"E, a distance of 156.02'; (2) S89°53'12"W, a distance of 1.00'; (3) S00°06'48"E, a distance of 132.75'; (4) along a curve to the right, having a delta angle of 42°35'48", with a radius of 10.34', an arc length of 7.68', with a chord bearing of S23°26'52"W, with a chord length of 7.51'; (5) S42°24'59"W, a distance of 40.82'; (6) S72°34'59"W, a distance of 3.60'; (7) S00°01'08"E, a distance of 6.50'; (8) S89°58'52"W, a distance of 435.60'; (9) along a curve to the right, having a delta angle of 90°07'35", with a radius of 25.00', an arc length of 39.33', with a chord bearing of N45°03'48"W, with a chord length of 35.39'; (10) N00°00'00"E, a distance of 7.91'; (11) N90°00'00"E, a distance of 6.50'; (12) N00°00'00"E, a distance of 12.52'; thence S45°01'08"E, a distance of 37.48' to the POB. Said parcel containing an area of 0.390 acres, as described.

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 Public Works and Planning 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, THE PUBLIC WORKS AND PLANNING DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of 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 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 and irrigation 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 25th day of JUNE, 2007.

Written and Recommended by:
municipality

The City of Grand Junction,
a Colorado home rule

Ronnie Edwards
Planner

Tom Mow
Public Works and Planning Director

Acceptance by the Petitioners:

William R. Ogle
William R. Ogle, for Level III Development, Inc.

AGREEMENT

William R. Ogle, for Level III Development, Inc., 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 and irrigation. 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 25th day of JUNE, 2007.

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.

William R. Ogle

William R. Ogle, for Level III Development, Inc.

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 25 day of June 2007, by William R. Ogle.

My Commission expires: 10/11/09

Witness my hand and official seal.

Anne L. Goicoechea

Notary Public



My Commission Expires 10/11/2009

EXHIBIT B

Right-Of-Way Dedication
(Book 3580, Pages 799 & 799a)

29 ROAD

(28' ROW Plat Book 1, Page 26)

S00°10'09"E 156.02'

S89°53'12"W 1.00'

$\Delta=42^{\circ}35'48''$

R=10.34'

L=7.68'

Ch=7.51'

Ch Brg=S23°26'52"W

S00°06'48"E 132.75'

SE Corner
Section 30
T1S, R1E, U.M.
MCSM #118

25' ROW Dedicated By Plat of Chipeta Heights Subdivision
Parcel 4 0.390 Acres 17001 sf

S42°24'59"W 40.82'

Tract F N00°10'41"W 293.57'

14' Multipurpose Easement

S72°34'59"W 3.60'

N89°49'19"E 25.54'

5

10' Irrigation Easement

N45°00'00"E 29.22'

S00°01'08"E 6.50'

Block Three

10' Irrigation Easement

Landscape Buffer to Homeowners Association

B Road (Book 894 Page 202) S89°57'39"W 1320.81' South Line of The SE 1/4 Section 30

N89°57'39"E 416.58'

Basis of Bearings

Block Three

10' Irrigation Easement

14' Multipurpose Easement

S89°58'52"W 435.60'

$\Delta=90^{\circ}07'35''$

R=25.00'

L=39.33'

Ch=35.39'

Ch Brg=N45°03'48"W

Multipurpose Easement

10

11

15' Irrigation And Drainage Easement

14

15

16

17

14' Multipurpose Easement

S45°01'08"E 37.48'

POB

Vista Hills Drive

N00°00'00"E 12.52'

N90°00'00"E 6.50'

N00°00'00"E 7.91'

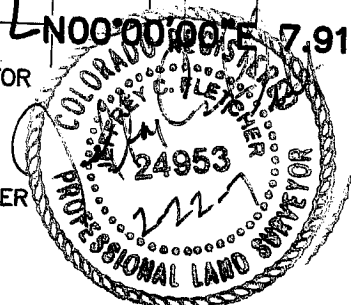


ALIQUOT SURVEY MARKER, AS NOTED

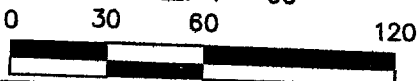
- FOUND REBAR, AS NOTED
- △ DELTA ANGLE OF ARC
- R RADIUS OF ARC
- L LENGTH OF ARC
- Ch CHORD DISTANCE OF ARC
- Brg CHORD BEARING OF ARC

LEGEND

- PLS PROFESSIONAL LAND SURVEYOR
- No. NUMBER
- DEGREES
- MINUTES OR FEET
- INCHES OR SECONDS
- MCSM MESA COUNTY SURVEY MARKER
- ROW RIGHT-OF-WAY
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING



SCALE: 1" = 60'



High Desert Surveying, LLC

1673 Highway 50 Unit C
Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-240-0451

PROJ. NO. 05-75	Drawn	APP'D	SHEET	OF
DATE: Feb., 2007	rsk	jcf	1	1