

LEV0729R

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 ROAD TRACT C, CHIPETA HEIGHTS SUBDIVISION (PARCEL 1)
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 , to wit:

Permit Area known as Parcel 1: (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 NE corner of Tract C, Chipeta Heights Subdivision, whence the North line of Tract C bears N89°58'25"W, a distance of 550.34' for a basis of bearings, with all bearings shown hereon relative thereto; thence S89°58'25"E, a distance of 25.72', along the North line of Chipeta Heights Subdivision to a point on the back of paving at 29 Road; thence S00°03'11"E, a distance of 8.92', along back of paving on 29 Road; thence along a non-tangent curve to the right, having a delta angle of 20°35'21", with a radius of 50.00', an arc length of 17.97', with a chord bearing of S29°40'30"W, with a chord length of 17.87', along the back of paving at the intersection radius of 29 Road and Granite Parkway; thence N35°47'50"W, a distance of 15.43', across a portion of the 25.00 foot right-of-way dedicated for 29 Road; thence N60°27'32"W, a distance of 9.00', to a point on the East line of aforementioned Tract C; thence N00°10'41"W, a distance of 7.50', along said East line of Tract C to the POB. Said parcel containing an area of 0.009 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

Ronnie Edwards
Planner

The City of Grand Junction,
a Colorado home rule

Tom Moe
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.

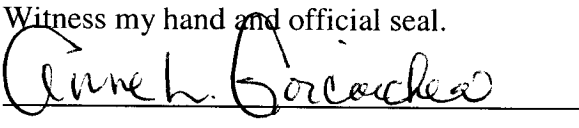


William R. Ogle, for Level III Development, Inc.

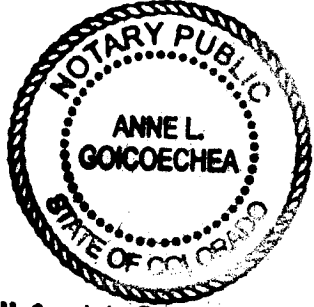
State of Colorado)
)ss.
County of Mesa)

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.


Notary Public



My Commission Expires 10/11/2009

EXHIBIT B

S1/16 East Line
Section 30
T1S, R1E, U.M.
MCSM #1113

Northeast Corner Lot 25
Grand Junction Orchard Mesa Land Company's Orchard Subdivision
As Shown On Plat Recorded In Plat Book 1, Page 26

29 ROAD
(28' ROW Plat Book 1, Page 26)

2' Right-Of-Way Dedication
(Book 3628 Pages 671 through 673)
(Book 3628 Page 471)

$\Delta=20^{\circ}35'21''$
R=50.00'
L=17.97'
Ch=17.87'
Ch Brg=S29°40'30"W

S00°03'11"E
8.92'

S89°58'25"E 25.72'

Parcel 1
0.009 Acres
398 sf

N35°47'50"W
15.43'

N60°27'32"W
9.00'

N00°10'41"W
7.50'

N00°10'41"W
13.55'

N89°58'25"W 550.34'
Basis of Bearings

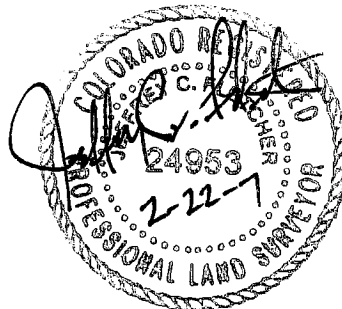
20' ROW Vacation
(Book 1361 Page 222)

N44°55'38"E
35.29'

Tract C

Drainage and Irrigation to
Orchard Mesa Irrigation & Drainage Dist.

N89°58'03"W
17.55'



Granite Parkway

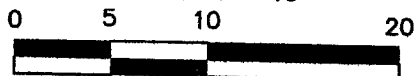
Vista Rado Subdivision Filing No. 1
Plat Book 16, Page 281

LEGEND

- 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
- 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" = 10'



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