

VGA064TH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	REVOCABLE PERMIT
NAME OF PROPERTY OWNER OR GRANTOR:	VAN GUNDY'S AMPCO, INC.
PURPOSE:	LANDSCAPE IMPROVEMENTS
ADDRESS:	645 4 <sup>TH</sup> AVENUE
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

## REVOCABLE PERMIT

### Recitals.

1. Van Gundy's Ampco, 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 including an irrigation system, 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 an irrigation system 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 and irrigation systems 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.

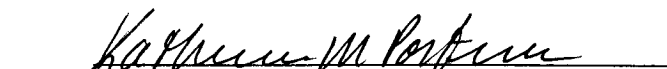
7. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of November 22, 2006.

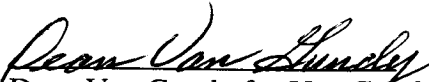
Written and Recommended by:

  
Project Manager/Planner

The City of Grand Junction,  
a Colorado home rule municipality

  
Asst. Director of Community Development

Acceptance by the Petitioner:

  
Dean Van Gundy for Van Gundys Ampco, Inc.

**AGREEMENT**

Van Gundy's Ampco, 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 an irrigation system. 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 21 day of November, 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.

Dean Van Gundy  
Dean van Gundy for Van Gundys Ampco, Inc.

State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing Agreement was acknowledged before me this 21 day of November, 2006, by MARY F. BURNS.

My Commission Expires 03/20/2010  
My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

Mary F. Burns

Notary Public

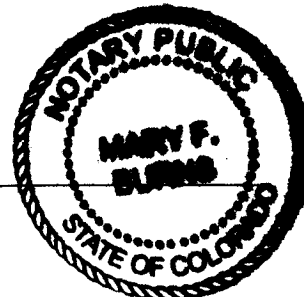
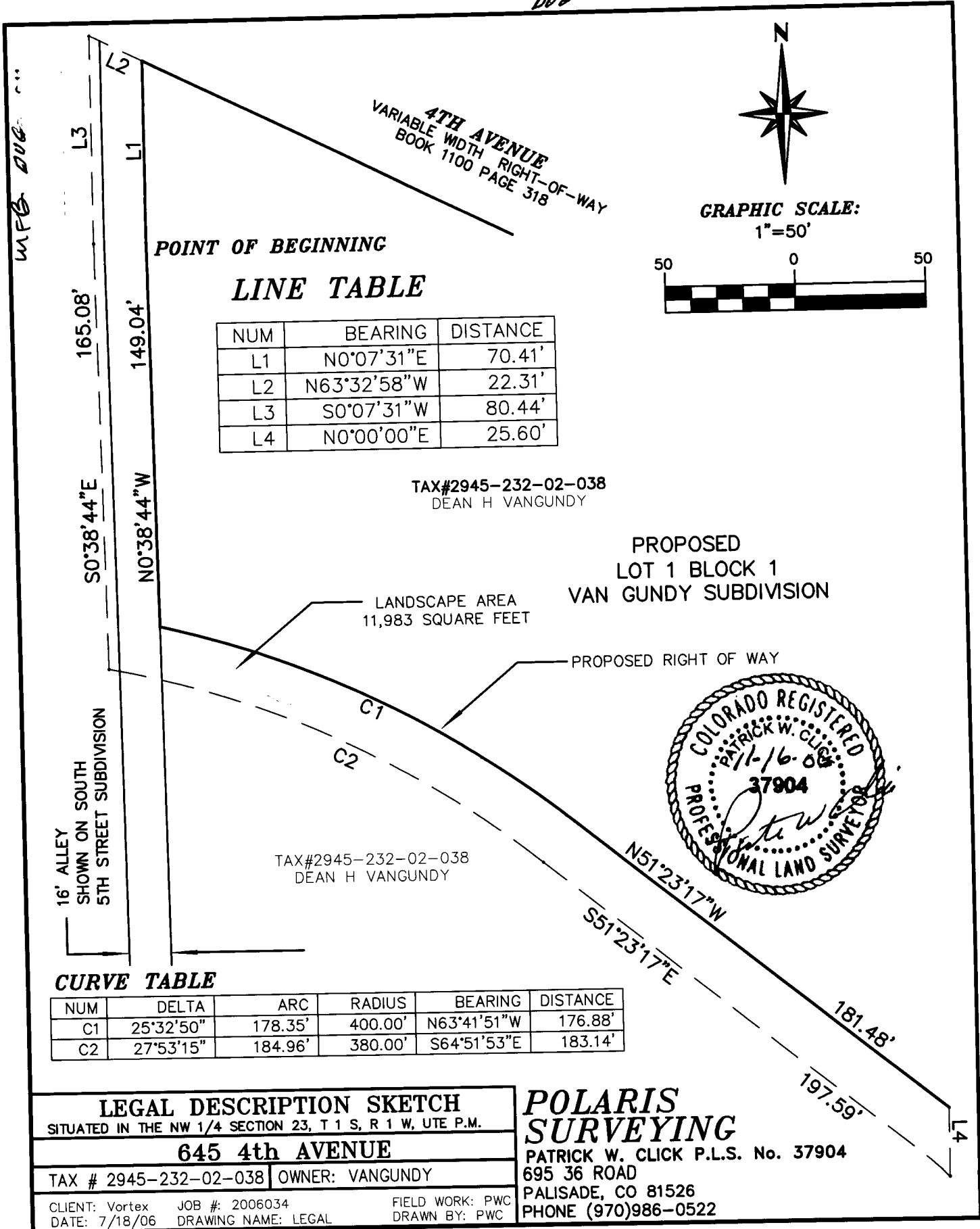


Exhibit A  
WFB  
DWB



**LINE TABLE**

NUM	BEARING	DISTANCE
L1	N0°07'31"E	70.41'
L2	N63°32'58"W	22.31'
L3	S0°07'31"W	80.44'
L4	N0°00'00"E	25.60'

**CURVE TABLE**

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	25°32'50"	178.35'	400.00'	N63°41'51"W	176.88'
C2	27°53'15"	184.96'	380.00'	S64°51'53"E	183.14'

**LEGAL DESCRIPTION SKETCH**  
SITUATED IN THE NW 1/4 SECTION 23, T 1 S, R 1 W, UTE P.M.

**645 4th AVENUE**

TAX # 2945-232-02-038 OWNER: VANGUNDY

CLIENT: Vortex JOB #: 2006034 FIELD WORK: PWC  
DATE: 7/18/06 DRAWING NAME: LEGAL DRAWN BY: PWC

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S. No. 37904  
695 36 ROAD  
PALISADE, CO 81526  
PHONE (970)986-0522

## LEGAL DESCRIPTION

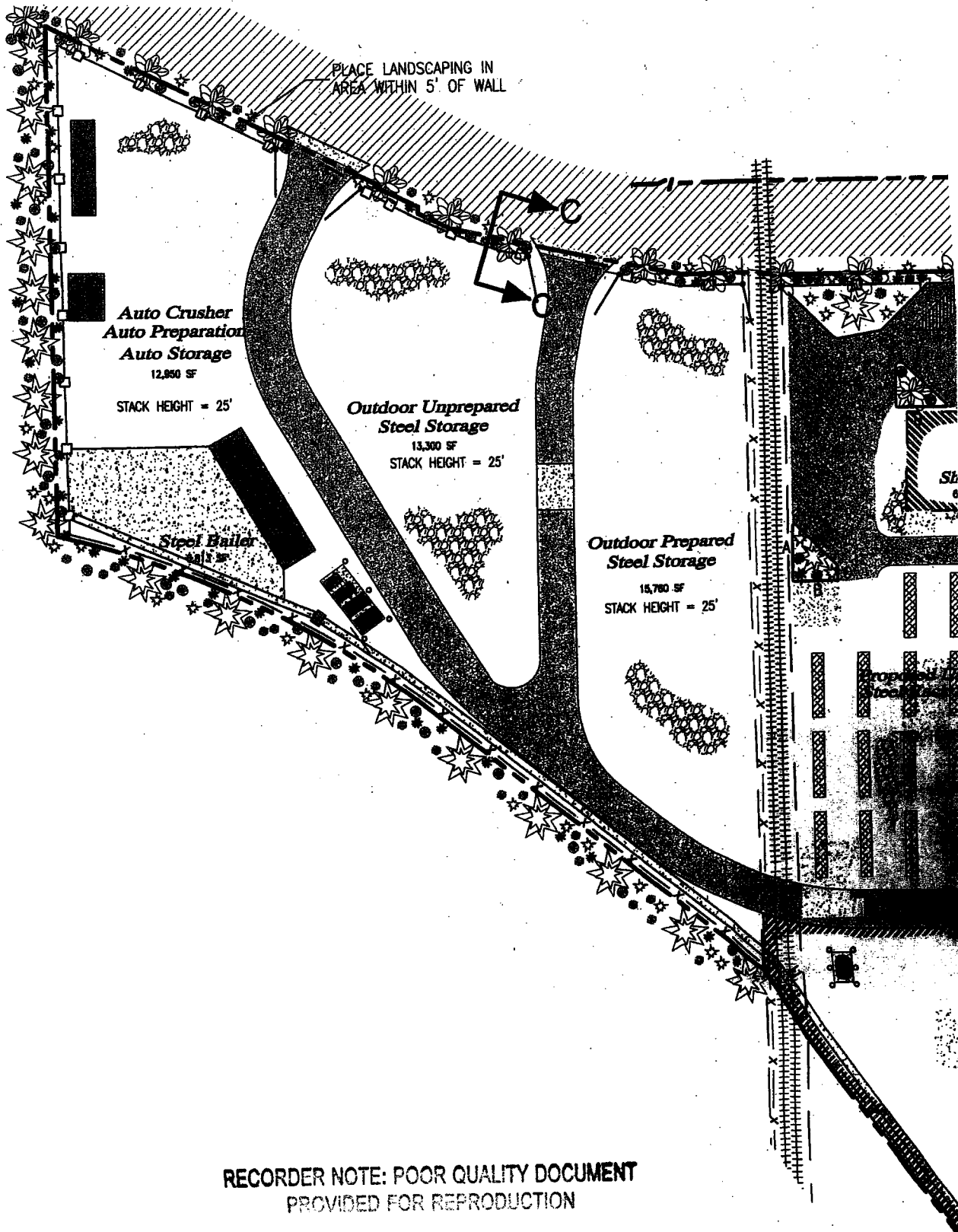
A 20 foot wide tract of land situated in the Northwest Quarter of the of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the Northwest corner of Lot 16 Block 1 South 5<sup>th</sup> Street Subdivision, thence N0°07'31"E a distance of 70.41 feet to the South right of way for 4<sup>th</sup> Avenue; thence N63°32'58"W 22.31 feet along said right of way; thence S00°07'31"W a distance of 80.44 feet; thence S0°38'44"E a distance 165.08 feet to the start of a non-tangent curve to the right; thence along said curve to the right with a radius of 380.00 feet and a length of 184.96 feet whose chord bears S64°51'53"E a distance of 183.14 feet; thence S51°23'17"E a distance of 197.59 feet; thence N0°00'00"E a distance of 25.60 feet; thence N51°23'17"W a distance of 181.48 feet to the start of a non-tangent curve to the left; thence along said curve to the left with a radius of 400.00 feet and a length of 178.35 feet whose chord bears N63°41'51"W a distance of 176.88 feet; thence N0°38'44"W a distance of 149.04 feet to the POINT OF BEGINNING.  
Said tract of land contains 11,983 square feet as described.

ABOVE LEGAL DESCRIPTION WRITTEN BY PATRICK W. CLICK PLS#37904



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



RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION