

CHR02CHR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: REVOCABLE PERMIT

NAME OF PETITIONER/GRANTOR: CHERRYHILL HOMEOWNERS  
ASSOCIATION

PURPOSE: TO INSTALL OPERATE, MAINTAIN,  
REPAIR AND REPLACE LANDSCAPE IMPROVEMENTS WITHIN THE LIMITS  
OF PUBLIC RIGHT-OF-WAY BORDERING FOLLOWING LOTS IN CHERRY  
HILLS SUBDIVISION

FILE #: RVP-2002-035

LOC. AND PARCEL#: 2653 DAHLIA CT -LOT 1 -2945-021-18-001  
665 JUBILEE CT -LOT 2 -2945-021-18-002  
674 26 1/2 RD -LOT 22 -2945-021-18-022  
2652 DAHLIA CT -LOT 24 -2945-021-18-024

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**Recitals.**

1. CHERRYHILL HOMEOWNERS' ASSOCIATION, a Colorado Nonprofit Corporation, hereinafter referred to as the Petitioner, has requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioner 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 ½ Road (also known as North Seventh Street), to wit:

Permit Area No. 1:

Beginning at the Southwest Corner of Tract A of Cherryhill Subdivision, situate in the Southwest ¼ of the Northeast ¼ of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 17 at Page 27 in the office of the Mesa County Clerk and Recorder; thence N 00°01'42" E along the West boundary line of Tract A, Lot 2 and Lot 1 of said Cherryhill Subdivision a distance of 328.24 feet to an angle point on the West boundary line of said Lot 1; thence leaving the West boundary line of said Lot 1, N 00°01'42" E a distance of 2.54 feet; thence N 89°58'18" W a distance of 6.50 feet, more or less, to a point on the easterly edge of asphalt for 26 ½ Road; thence along the easterly edge of asphalt for 26 ½ Road, S 13°37'31" W a distance of 53.00 feet; thence continuing along said easterly edge of asphalt, S 00°01'42" W a distance of 279.24 feet; thence leaving said easterly edge of asphalt, S 89°53'52" E a distance of 18.96 feet to the Point of Beginning.

Permit Area No. 2:

Beginning at the Northwest Corner of Lot 22 of Cherryhill Subdivision, situate in the Southwest ¼ of the Northeast ¼ of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 17 at Page 27 in the office of the Mesa County Clerk and Recorder; thence S 00°01'42" W along the West boundary line of Lot 22 and Lot 24 of said Cherryhill Subdivision a distance of 213.70 feet to an angle point on the West boundary line of said Lot 24; thence leaving the West boundary line of said Lot 24, S 00°01'42" W a distance of 2.54 feet; thence N 89°58'18" W a distance of 6.50 feet, more or less, to a point on the easterly edge of asphalt for 26 ½ Road; thence along the easterly edge of asphalt for 26 ½ Road, N 14°39'20" W a distance of 53.22 feet; thence continuing along said easterly edge of asphalt, N 00°01'42" E a distance of 164.75 feet; thence leaving said easterly edge of asphalt, N 89°59'56" E a distance of 19.99 feet to the Point of Beginning.

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.

AGREEMENT

CHERRYHILL HOMEOWNERS' ASSOCIATION, a Colorado Nonprofit Corporation, for itself and for its successors and assigns, does hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for landscaping and irrigation. Furthermore, it 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 its 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 25 day of March, 2002.

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.

Attest: Cherryhill Homeowners' Association, a Colorado Nonprofit Corporation

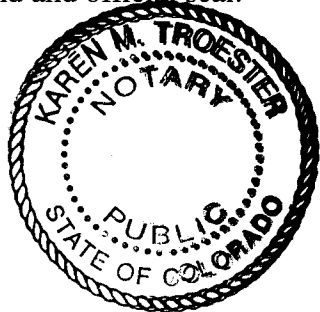
By Cory Carlson Secretary

By Timothy A. D. President

State of Colorado )
)ss.
County of Mesa )

The foregoing Agreement was acknowledged before me this 25 day of March 2002, by Cory Carlson Timothy A. D. as President and attested to by Cory Carlson as Secretary of Cherryhill Homeowners' Association, a Colorado Nonprofit Corporation.

My Commission expires: 1/7/04
Witness my hand and official seal.



Karen M. Troester
Notary Public

My Commission Expires 01/07/2004

NOW, THEREFORE, IN ACCORDANCE WITH HIS LAWFUL AUTHORITY, BOB BLANCHARD, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioner 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 Petitioner 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 Petitioner, for itself and for its successors and assigns, agrees that it 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 Petitioner within the limits of the public right-of-way (including the removal thereof), or any other property of the Petitioner or any other party, as a result of the Petitioner's 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 Petitioner agrees that it 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 Petitioner of an agreement that the Petitioner and the Petitioner's 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 Petitioner shall, at the sole expense and cost of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioner's last known address), peaceably surrender said public right-of-way and, at its 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 Petitioner, for itself and for its successors and assigns, agrees that it 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 Petitioner 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 Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this 25 day of March, 2002.

Written and Recommended by: The City of Grand Junction,  
a Colorado home rule municipality

Bill Nihil  
Planner

Kathie Blawie  
Community Development Director

Attest:

Acceptance by the Petitioners:

By Gay Cook  
Secretary of Cherryhill Homeowners'  
Association, a Colorado Nonprofit  
Corporation

By Timothy A. R...  
President of Cherryhill Homeowners'  
Association, a Colorado Nonprofit  
Corporation



My Commission Expires 01/07/2006

Karen M Thoresen  
3-25-02