

HIL037TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **REVOCABLE PERMIT**

NAME OF PROPERTY OWNER OR GRANTOR: FAITH M HILL, BEN HILL
AND MARK E HOLMES

PURPOSE: RIGHT-OF-WAY TO ALLOW PETITIONERS TO
INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE LANDSCAPE
IMPROVEMENTS

ADDRESS: 1204 NORTH 7TH STREET

PARCEL NO: 2945-114-16-016

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2003

EXPIRATION: NONE

DESTRUCTION: NONE

REVOCABLE PERMIT

2131161 07/02/03 0145PM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$30.00 SURCHG \$1.00

Recitals.

1. Faith M. Hill, Ben Hill and Mark E. Holmes, 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 rights-of-way for North 7th Street and Glenwood Avenue, to wit:

Permit Area No. 1 (Glenwood Avenue Right-of-Way):

Commencing at the Southwest corner of Lot 21, Block 1 of Craig's Sub-Division of Lot 17 of Capitol Hill Sub-Division, situate in the SW ¼ of the SE ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded December 10, 1940, in Plat Book 6 at Page 12A, Reception No. 377250 in the office of the Mesa County Clerk and Recorder, and considering the South boundary line of said Lot 21 to bear N 88°27'09" E with all bearings contained herein being relative thereto;
thence N 88°27'09" E along the South boundary line of said Lot 21 a distance of 42.38 feet to the True Point of Beginning;
thence N 88°27'09" E along the South boundary line of said Lot 21 a distance of 32.62 feet to the Southeast corner of the West 75.0 feet of said Lot 21;
thence leaving the South boundary line of said Lot 21, S 01°32'51" E a distance of 8.92 feet;
thence S 88°27'09" W a distance of 32.67 feet;
thence N 01°15'14" W a distance of 8.92 feet to the Point of Beginning, and also

Permit Area No. 2 (Glenwood Avenue Right-of-Way and North 7th Street Right-of-Way):

Beginning at the Southwest corner of Lot 21, Block 1 of Craig's Sub-Division of Lot 17 of Capitol Hill Sub-Division, situate in the SW ¼ of the SE ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded December 10, 1940, in Plat Book 6 at Page 12A, Reception No. 377250 in the office of the Mesa County Clerk and Recorder, and considering the South boundary line of said Lot 21 to bear N 88°27'09" E with all bearings contained herein being relative thereto;
thence N 88°27'09" E along the South boundary line of said Lot 21 a distance of 6.85 feet;
thence leaving the South boundary line of said Lot 21, S 29°01'44" E a distance of 8.36 feet;
thence S 01°15'18" E a distance of 1.50 feet;
thence S 88°27'09" W a distance of 17.52 feet;
thence 14.74 feet along the arc of a curve concave to the Northeast, having a radius of 10.00 feet, a central angle of 84°26'48", and a long chord bearing N 49°19'27" W a distance of 13.44 feet;
thence N 43°16'51" E a distance of 4.50 feet;
thence N 88°44'42" E a distance of 13.61 feet to a point on the West boundary line of said Lot 21;
thence S 01°15'22" E along the West boundary line of said Lot 21 a distance of 3.24 feet to the Point of Beginning, and also

Permit Area No. 3 (North 7th Street Right-of-Way):

Beginning at the Northwest corner of the South ½ of Lot 16, Block 1 of Craig's Sub-Division of Lot 17 of Capitol Hill Sub-Division, situate in the SW ¼ of the SE ¼ of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded December 10, 1940, in Plat Book 6 at Page 12A, Reception No. 377250 in the office of the Mesa County Clerk and Recorder, and considering the West boundary line of said Block 1 to bear S 01°15'22" E with all bearings contained herein being relative thereto; thence S 01°15'22" E along the West boundary line of said Block 1 a distance of 12.50 feet to the Northwest corner of Lot 17 of said Block 1;
thence S 01°15'22" E along the West boundary line of said Lot 17 a distance of 5.25 feet;
thence leaving the West boundary line of said Lot 17, 3.56 feet along the arc of a non-tangent curve concave to the Northwest, having a radius of 3.05 feet, a central angle of 66°49'51", and a long chord bearing S 38°07'13" W a distance of 3.35 feet;
thence S 71°50'53" W a distance of 14.47 feet;
thence N 00°50'24" W a distance of 25.0 feet;
thence S 89°38'07" E a distance of 15.80 feet to the Point of Beginning.

2. Based on the authority of the City 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, BOB BLANCHARD, AS COMMUNITY DEVELOPMENT 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 rights-of-way aforescribed; 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 rights-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 public rights-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 aforescribed public rights-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 respective heirs, 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 rights-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioner's occupancy, possession or use of said public rights-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 rights-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 Petitioner's heirs, 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 Petitioner's last known address), peaceably surrender said public rights-of-way and, at their own expense, remove any encroachment so as to make the described public rights-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.

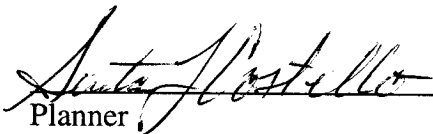
6. The Petitioners, for themselves and for their respective heirs, successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all plantings, improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install 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 27 day of June, 2003.

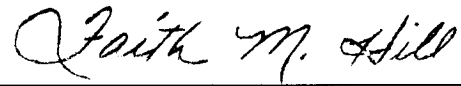
Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

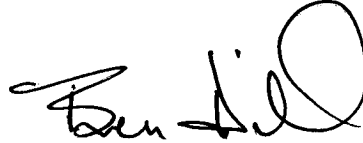

Planner


Community Development Director

Acceptance by the Petitioners:



Faith M. Hill



Ben Hill



Mark E. Holmes

AGREEMENT

Faith M. Hill, Ben Hill and Mark E. Holmes, for themselves and for their respective heirs, 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, the Petitioners, for themselves and for their respective heirs, successors and assigns, 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, the Petitioners and/or the Petitioner's respective heirs, successors and assigns, shall peaceably surrender said public rights-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public rights-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 Permittees acknowledges the existence of good and sufficient consideration for this Agreement.

Dated this 27 day of June, 2003.

By signing, the Signatories represent that they have full authority to bind the Permittees to each and every term and condition hereof and/or in the Permit.

Faith M. Hill

Faith M. Hill

Ben Hill

Ben Hill

Mark Holmes

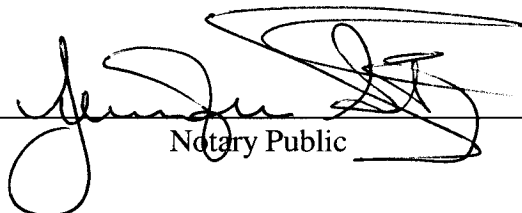
Mark E. Holmes

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 27 day of June, 2003, by Faith M. Hill, Ben Hill and Mark E Holmes.

My Commission expires: 3-21-2005

Witness my hand and official seal.



Notary Public

JENNIFER SEITZ
Notary Public
State of Colorado
My Commission Expires 3-21-2005