

RESOLUTION NO. 21-93

CONCERNING THE ISSUANCE OF A REVOCABLE PERMIT TO  
AVJL ENTERPRISES, LTD., DOING BUSINESS AS  
HI-FASHION FABRICS

WHEREAS, AVJL Enterprises, Ltd., doing business as Hi-Fashion Fabrics, represents that is the owner of the real property described as Lot 2 of Hi-Fashion Fabrics Subdivision, as recorded in Plat Book 14 at Page 67 in the office of the Mesa County Clerk and Recorder, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a monument type sign in the following described public right-of-way for Patterson Road:

Commencing at the Southeast Corner of Lot 2 of Hi-Fashion Fabrics Subdivision; thence S 85°45'56" W along the South line of said Lot 2 a distance of 85.0 feet to the Point of Beginning; thence S 00°05'30" E a distance of 22.0 feet; thence N 89°57'00" W a distance of 12.0 feet; thence N 00°05'30" W a distance of 21.10 feet to a point on the South line of said Lot 2; thence N 85°45'56" E along the South line of said Lot 2 a distance of 12.03 feet to the Point of Beginning; and

WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager, on behalf of the City and as the act of the City, is hereby authorized and directed to grant the attached Revocable Permit to the above named Petitioner for the purpose aforescribed and within the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this 7th day of April, 1993.

Attest:

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City Clerk

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President of the Council

## REVOCABLE PERMIT

WHEREAS, AVJL Enterprises, Ltd., doing business as Hi-Fashion Fabrics, represents that is the owner of the real property described as Lot 2 of Hi-Fashion Fabrics Subdivision, as recorded in Plat Book 14 at Page 67 in the office of the Mesa County Clerk and Recorder, and has petitioned the City Council of the City of Grand Junction for a Revocable Permit to allow the installation of a monument type sign in the following described public right-of-way for Patterson Road:

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WHEREAS, the City Council of the City of Grand Junction has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby granted to AVJL Enterprises, Ltd., doing business as Hi-Fashion Fabrics, a Revocable Permit for the purpose aforescribed and within the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The City, on behalf of itself and all other public utilities, hereby reserves and retains a perpetual right to utilize the aforementioned public right-of-way for the installation, operation, maintenance and repair of existing and future street improvements and utilities, including the right of ingress and egress on, along, over, under, through and across said right-of-way. The Petitioner, for itself and for its successors and assigns, agrees that it will not hold, nor attempt to hold, the City or any other public utility liable for damages caused to improvements installed by the Petitioner, or any other property of the Petitioner or any other party, as a result of the Petitioner's occupancy and use of said right-of-way or the operation, maintenance and repair of street improvements and utilities by the City or any other public utility.

2. Prior to installing the proposed sign, the Petitioner shall obtain a Sign Permit in accordance with the regulations and requirements set forth in Section 5-7 of the Zoning and Development Code of the City of Grand Junction.

3. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner will save and hold the City, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, any claim or cause of action however stated arising out of the encroachment and use granted, and that upon revocation of this Permit by the City the Petitioner will, within thirty (30) days of notice of revocation, peaceably surrender said right-of-way and, at its own expense, remove any encroachment so as to restore said right-of-way to

its original condition, or better.

4. The Petitioner, for itself and for its successors and assigns, agrees that it shall be solely responsible for maintaining and repairing the condition of the aforescribed right-of-way, including any improvements installed by the Petitioner.

5. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance:

\_\_\_\_\_

\_\_\_\_\_

AGREEMENT

AVJL Enterprises, Ltd., doing business as Hi-Fashion Fabrics, does hereby agree to: Abide by each and every term and condition contained in the foregoing Revocable Permit; 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 and, at its own expense, remove any encroachment and restore the right-of-way to its original condition, or better.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

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STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF MESA    )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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