

## REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: Ron Maestas 1601 N. Monument Ave. Pueblo CO 81001; 719-994-6318
2. Permitted Area: N. Monument Ave. right of way at 1601 N. Monument Ave.
3. Purpose of Revocable Permit: Installing a retaining wall
4. Authorized Improvements: N/A
5. Commencement Date: 04/13/2022 Time: 08:00 AM
6. Ending Date: Indefinite Time:

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

- (i) If to Permittee, at the address shown in paragraph I above.
- (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this 25<sup>TH</sup> day of APRIL, 2022.

**PERMITTEE:**

Organization: \_\_\_\_\_  
By: Roy Maestas  
Title: Owner

STATE OF COLORADO )  
COUNTY OF PUEBLO ) ss.

The foregoing instrument was acknowledged before me the 25 day of April, 2022 by Roy Maestas as owner.

My commission expires: 4/22/22.

[SEAL]

Betty Jo Aragon  
Notary Public



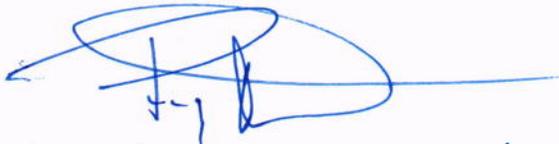
APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_  
Nicholas A. Gradisar, Mayor

To whom it may concern,

I am installing a retaining wall alongside my house at 1601 N. Monument Avenue. This wall will be made of concrete and be three foot tall. It will be installed in the N. Monument Avenue right of way. I am installing this wall to help prevent the landscaping rock from falling onto the sidewalk. This occurs with any rain or snow that we get. Thank you for your consideration.

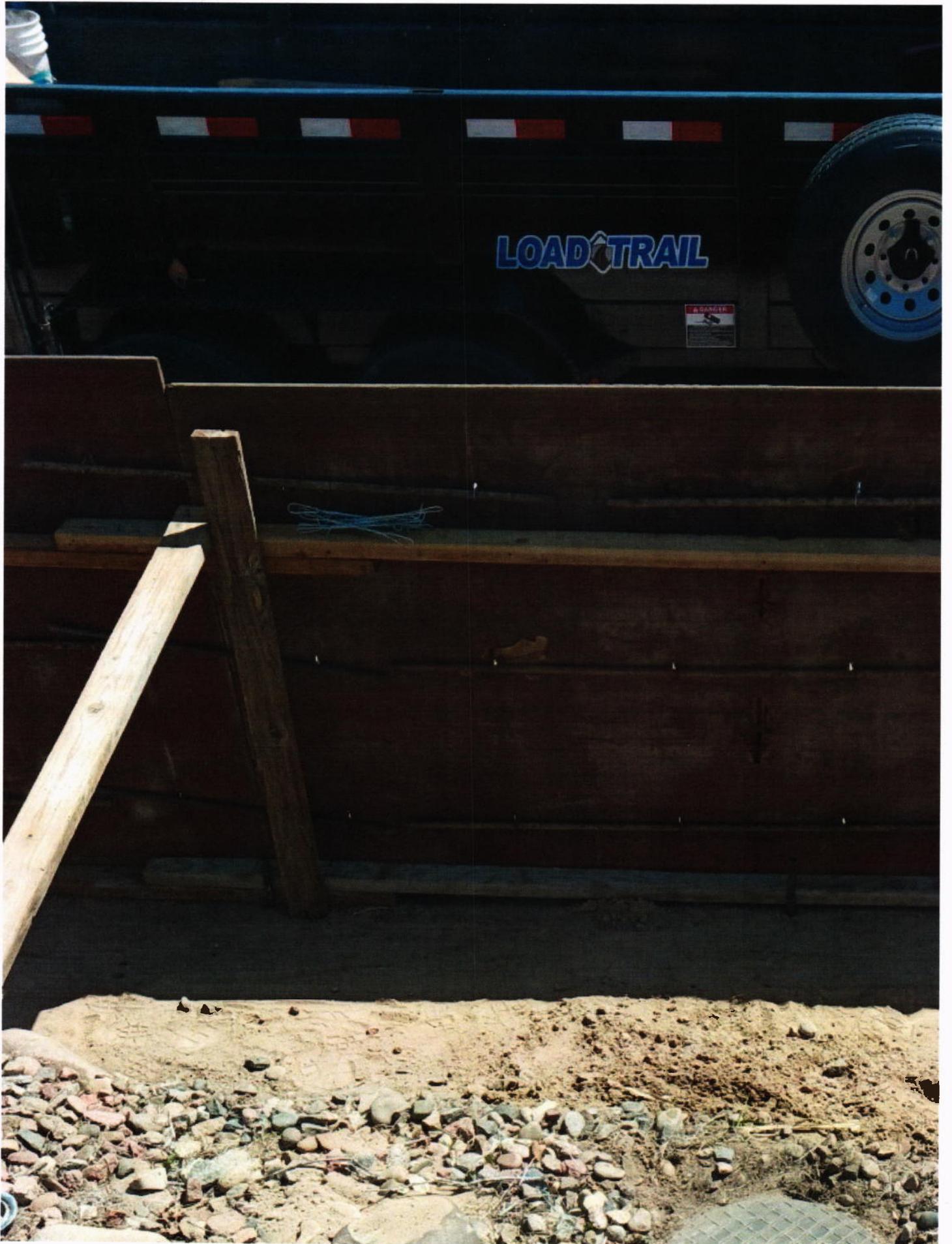
Roy Maestas

A handwritten signature in blue ink, appearing to be 'Roy Maestas', with a horizontal line extending to the right.

4-14-2022









1600 N Monument Ave  
Pueblo, Colorado  
Google  
Street View - Jun 2012

N Monument Ave & E Fremont Ave  
N Norway  
Clayton Ave

Image expires Jun 2012 © 2022 Google United States Terms Privacy Report a problem 52°F Sunny 4/14/2022 12:03 PM

This CONTINUATION  
your Dwelling Policy.

page, with Jacket- — Form 4257 , and forms and endorsements listed below, CONTINUES

18  
18  
31  
JB



INSURER:

Hartford Underwriters Insurance Company

1 GRIFFIN ROAD NORTH, WINDSOR, CT 06095 DUPLICATE

Co. Code  
6

POLICY NO. 55JB 311818

Previous Policy No.  
RENEWAL

MAESTAS, VIOLA

DECLARATIONS

Named Insured and Mailing Address

(Number, Street, Town or City, County, State, Zip Code)

1671 FREMONT AVE  
PUEBLO CO 81001-

Policy Period 12:01 a.m. Standard Time at the described location

Producer's Name

Producer's Code

10/15/21 10/15/22 1

THIS IS NOT A BILL. YOU WILL RECEIVE A SEPARATE STATEMENT CONCERNING YOUR ACCOUNT.

REFER TO PAGE 2 OF 2

This insurance applies to the Described Location. Coverage for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

DESCRIBED LOCATION — THE DESCRIBED LOCATION COVERED BY THIS POLICY IS AT THE ABOVE ADDRESS UNLESS OTHERWISE STATED (NUMBER, STREET, APARTMENT, TOWN OR CITY, COUNTY, STATE, ZIP CODE)  
1601 N MONUMENT AVE  
PUEBLO CO 81001

DEDUCTIBLE: \$ 500

In case of loss under this policy we cover only that part of the loss over the deductible stated.

PERILS INSURED AGAINST AND  
BASIC PREMIUMS

COVERAGES	LIMIT OF LIABILITY	BASIC PREMIUMS		
		FIRE AND LIGHTNING	EXTENDED COVERAGE	SPECIAL FORM
A. Dwelling	\$149,600	\$149	\$453	INCL
B. Other Structures	\$14,800	\$14	\$44	INCL
C. Personal Property				
D. Fair Rental Value (1/12 per month)				
E. Additional Living Expense (up to 25% per month)				

PREMIUMS We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Total Basic Premiums	PAYOR: INSURED	Total Endorsement Premiums	Total Policy Premium
Fire and Lightning	Extended Coverage	SPECIAL FORM	
\$163	\$497	INCL	\$660.00
SPECIAL STATE PROVISIONS:			12 PAY PLAN

RATING INFORMATION

NO. OF STORIES	APPR ROOF	SEAS DWG	CONSTRUCTION	OCCUPIED BY	NO. OF FAM	TOWN HOUSE	BLDG RISK	NO OF APTS	PROTECT CLASS	FEET TO HYDRANT	MILES TO FIRE DEPT	TEARR	YEAR BUILT	NO. OF ROOMS	
1.0			FRAME	TENANT	01				03	500	01	33	1965		
PROTECT STATEMENT			FIRE TOWN, FIRE DISTRICT OR MUNICIPALITY		OTHER STRUCTURE(S) INFORMATION:		LIMIT		DESCRIPTION:		LIMIT		DESCRIPTION:		
TRAILER OR MOBILE HOME INFORMATION:										PURCHASE INFORMATION					
YEAR	TRADE NAME	SERIAL NUMBER			SIZE	ENCLOSED FOUND	MO	YR	NEW	PRICE NEW	STD HSB	TIE DOWN			
										BY					
DISTRICT OR CITY	SP LOC MIN	EXPOS WARR	INSIDE	WIND HAIL EXCL	CONST	CONDITIONS CHARGES	TARIFF OR RATE CARD NUMBER		SPECIFIC RATES:						
			CITY LIM	PROT SUB	FIRE DIST	WIND RES	SEMI WIND RES	DEBIT	CREDIT	BUILDING		CONTENTS			
										FIRE	EC	VMM	FIRE	EC	VMM

Form and Endorsements made part of this policy at time of issue (Number, Edition, Description, Perils Insured Against, Limit of Liability, Premium)

REFER TO PAGE 2 OF 2

This policy shall not be valid unless countersigned by our authorized agent.

Countersignature Date 10/15/2021 Agency at: WINDSOR, CT Agent: Susan S. Castaneda

**DECLARATIONS (Continued)**

**Policy No:** 55JB 311818

**Named Insured:** MAESTAS, VIOLA

**Producer's Name**

**Producer's Code**

561200

CUSTOMER SERVICE 1-800-423-0567

CLAIMS SERVICE 1-877-805-9918

Forms and Endorsements now made part of this policy:  
(Entries on the endorsements may be left blank if shown elsewhere in the policy)

DP-3	01-77	DWELLING PROPERTY 3 - SPECIAL FORM		
HO-216	07-77	PREMISES ALARM SYSTEM	PREMIUM	\$CR INCL
		05% CREDIT		
G2911-0	07-83	AMENDATORY ENDORSEMENT	PREMIUM	\$NIL.
DP-300CO	02-14	SPECIAL PROVISIONS - COLORADO	PREMIUM	\$NIL.