

#9A

RESOLUTION NO. R-126-17

**A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE  
AGREEMENT FOR THE  
PLACEMENT OF BALCONY AND AWNINGS IN A  
PUBLIC RIGHT-OF-WAY**

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**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT  
SMITH, ARKANSAS, THAT:**

**SECTION 1:** A temporary revocable license agreement is hereby granted to Uptown Properties, LLC, their successors or assigns for the placement and maintenance of a balcony and awnings in a public right-of-way at 901 Garrison Avenue and 905 Garrison Avenue as shown in Exhibit "A" and adjacent to the following described properties:

The northwest 24 feet of Lot 1, Block 50 of the Original City of Fort Smith, Arkansas, being 24 feet on Garrison Avenue by 100 feet along North 9<sup>th</sup> Street, Fort Smith, Sebastian County, Arkansas, also known as 901 Garrison Avenue; and

Beginning at a point on Garrison Avenue 24 feet southeasterly from the intersection of North 9<sup>th</sup> Street and Garrison Avenue, thence southeasterly 46 feet to the line between Lots 1 and 2 in Block 50, Original City of Fort Smith, Arkansas, thence northeasterly along the line between said Lots 1 and 2, 100 feet to the line in Lot 3 in said Block 50, thence northwesterly along the line of Lot 2 a distance of 46 feet, thence southwesterly 100 feet to the point of beginning, being all of Lot 1 in said Block 50, except the west or northwest 24 feet of said Lot 1. Also, except the northern 2 feet of said Lot 1, Block 50, situated in the city of Fort Smith, Sebastian County, Arkansas, also known as 905 Garrison Avenue.

**SECTION 2:** The City shall have no responsibility for the maintenance of the balcony and awnings. If the balcony and awnings are damaged in any manner, same shall be removed by the licensee at the licensee's sole cost and expense in a manner meeting the approval of the City Administrator. Upon thirty (30) days notice from the City Administrator, the licensee shall remove the damaged balcony and/or awning from the public right-of-way at the licensee's sole

*Approval as to fees  
Jerry Confield  
No publication required*

cost and expense and in a manner meeting the approval of the City Administrator. The licensee shall hold the City harmless from all expenses, losses, cost, causes of action and judgments, including legal expense, arising from any damages to the said improvements. The licensee shall hold the City harmless from and indemnify the City for all expense, losses, cost, causes or action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department require access to the existing public right-of-way for any purpose, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that is within the public right-of-way.


**SECTION 3:** The terms of this temporary license are deemed accepted by the licensee by the licensee's initial or continued placement or maintenance of the balcony and awnings at said locations.

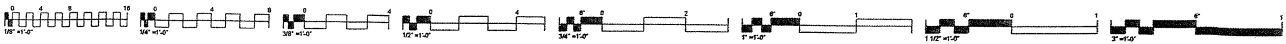
THIS RESOLUTION ADOPTED THIS 5<sup>th</sup> DAY OF  
September 2017.

APPROVED:

  
\_\_\_\_\_  
Mayor

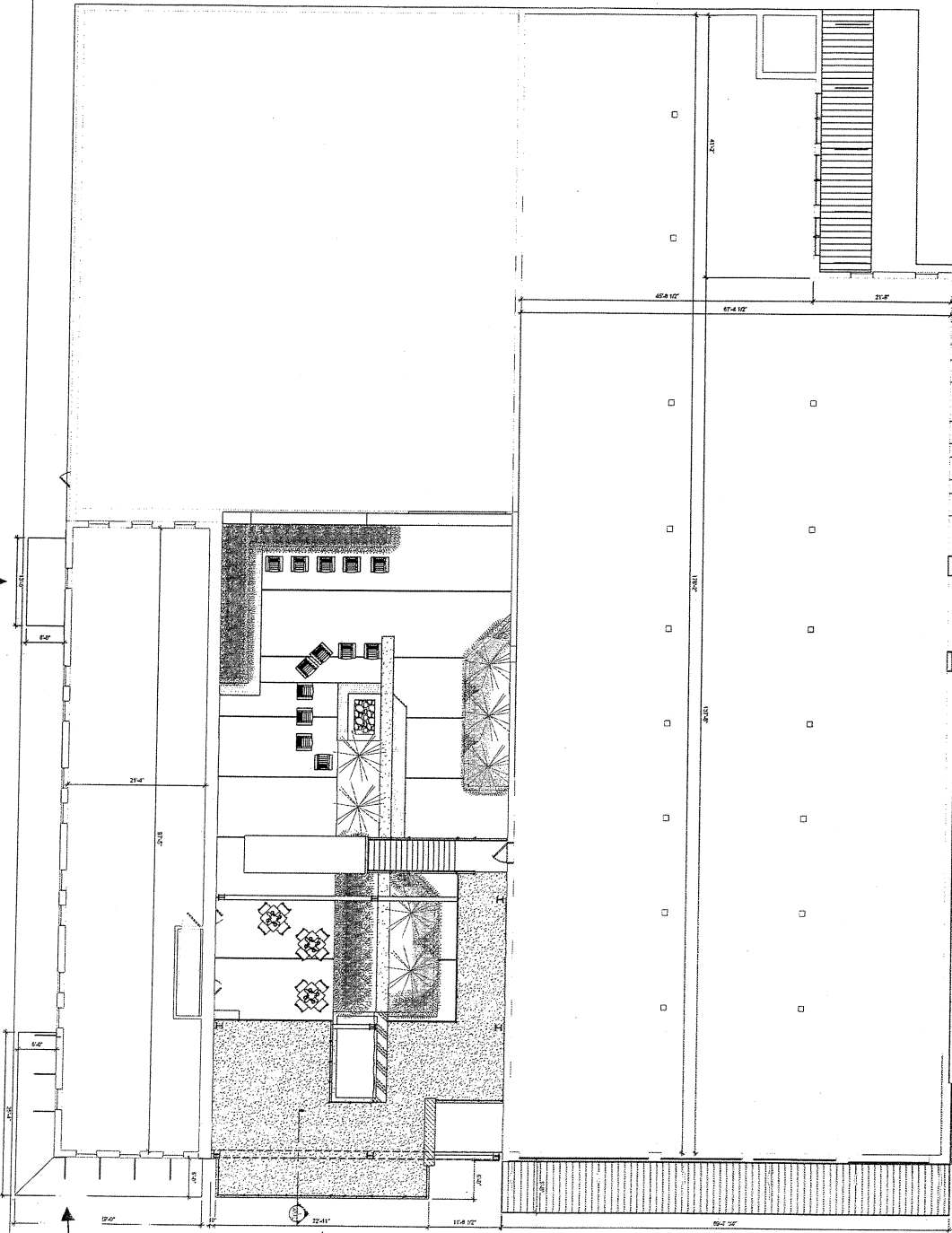
ATTEST:

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

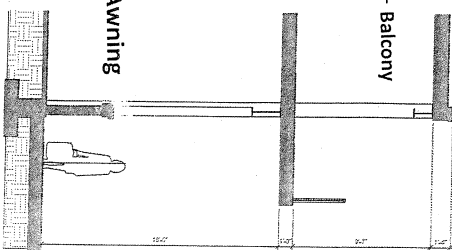


UPPER FLOOR SHELL PLAN  
1/8" = 1'-0"

Awning



1 WALL SECTION  
1/8" = 1'-0"



DATE	DESCRIPTION
07/26/17	16-12
A0.02	
SHELL PLAN	

DATE	DESCRIPTION
07/26/17	16-12
A0.02	
SHELL PLAN	

Phil White  
**THE UPTOWN COURTYARD**  
 FORT SMITH, ARKANSAS


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