

RESOLUTION NO. 25505

A RESOLUTION AUTHORIZING BELVOIR NEIGHBORHOOD ASSOCIATION TO USE TEMPORARILY VARIOUS RIGHTS OF WAY TO PROVIDE MAINTENANCE AND UPKEEP OF THE BEAUTIFICATION/LANDSCAPING SITES IN SAID RIGHTS-OF-WAY, AS DESCRIBED IN THE MAINTENANCE AGREEMENT AND AS SHOWN ON THE MAP AND DRAWING ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That Belvoir Neighborhood Association (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily various rights-of-ways to provide maintenance and upkeep of the beautification/landscaping sites in said rights-of-way, as described in the Maintenance Agreement and as shown on the map and drawing attached hereto and made a part hereof by reference, subject to certain conditions.

BE IT FURTHER RESOLVED, That said temporary usage shall be subject to the following additional condition:

1. Temporary User shall avoid direct discharge of fertilizers, herbicides, and pesticides into any tributary or stormwater structure.
2. Temporary User shall execute the Indemnification Agreement attached hereto in favor of the City of Chattanooga, its officers, agents and employees for any and all claims for damages for injuries to persons or property related to or arising out of the temporary usage.
3. Temporary User agrees to vacate the property and temporary use upon reasonable notice from the City to do so.
4. Temporary User shall provide adequate access for maintenance of any utilities located within the easement.

ADOPTED: April 22, 2008

INDEMNIFICATION AGREEMENT

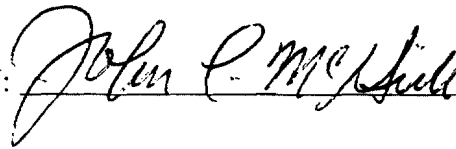
This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and BELVOIR NEIGHBORHOOD ASSOCIATION (hereinafter "Temporary User"), this 22 day of April, 2008.

For and in consideration of the granting of the temporary usage of various rights-of-ways to provide maintenance and upkeep of the beautification/landscaping sites in said rights-of-way, as described in the Maintenance Agreement and as shown on the map and drawing attached hereto and made a part hereof by reference, the receipt of which is hereby acknowledged, Temporary User agrees as follows:

1. Temporary User shall avoid direct discharge of fertilizers, herbicides and pesticides into any tributary or stormwater structure.
2. Temporary User will defend, and hold harmless the City of Chattanooga, Tennessee, its officers, agents and employees from any and all claims for damages for injuries to persons or property related to or arising out of the aforementioned temporary use.
3. Temporary User will vacate the property and temporary use upon reasonable notice from the City to do so; the parties hereto agree that "reasonable notice" shall be deemed to be thirty (30) days. Temporary User will restore the property to its original condition when it is returned to the City.
4. Temporary User will provide adequate access for maintenance of any utilities located within the easement.

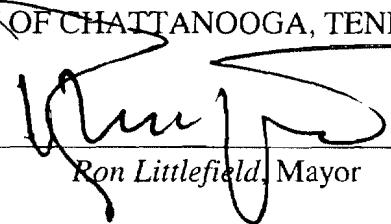
BELVOIR NEIGHBORHOOD ASSOCIATION

4-24-, 2008
Date

BY: 

CITY OF CHATTANOOGA, TENNESSEE

4-28, 2008
Date

BY: 
Ron Littlefield, Mayor

/mms/add