

RESOLUTION NO. 27502

A RESOLUTION AUTHORIZING RIVER CITY COMPANY C/O TOM DUGAN (CARTA) TO USE TEMPORARILY THE RIGHT-OF-WAY LOCATED AT 215 BROAD STREET FOR THE INSTALLATION OF CANOPIES AND SIGNAGE, 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 RIVER CITY COMPANY C/O TOM DUGAN (CARTA), (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily the right-of-way located at 215 Broad Street for the installation of canopies and signage, as shown on the map and drawing attached hereto and made a part hereof by reference.

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

1. 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.
2. Temporary User agrees to vacate the property and temporary use upon reasonable notice from the City to do so.
3. Temporary User shall provide adequate access for maintenance of any utilities located within the easement.
4. Proposed canopies and signage must meet the City of Chattanooga's minimum height requirement.

ADOPTED: May 7, 2013 /mms

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and RIVER CITY COMPANY C/O TOM DUGAN (CARTA) (hereinafter "Temporary User"), this _____ day of _____, 2013.

For and in consideration of the granting of the temporary usage of the right-of-way located at 215 Broad Street for the installation of canopies and signage, 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 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.

2. Temporary User shall 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 shall restore the property to its original condition when it is returned to the City.

3. Temporary User shall provide adequate access for maintenance of any utilities located within the easement.

4. Proposed canopies and signage must meet the City of Chattanooga's minimum height requirement.

RIVER CITY COMPANY

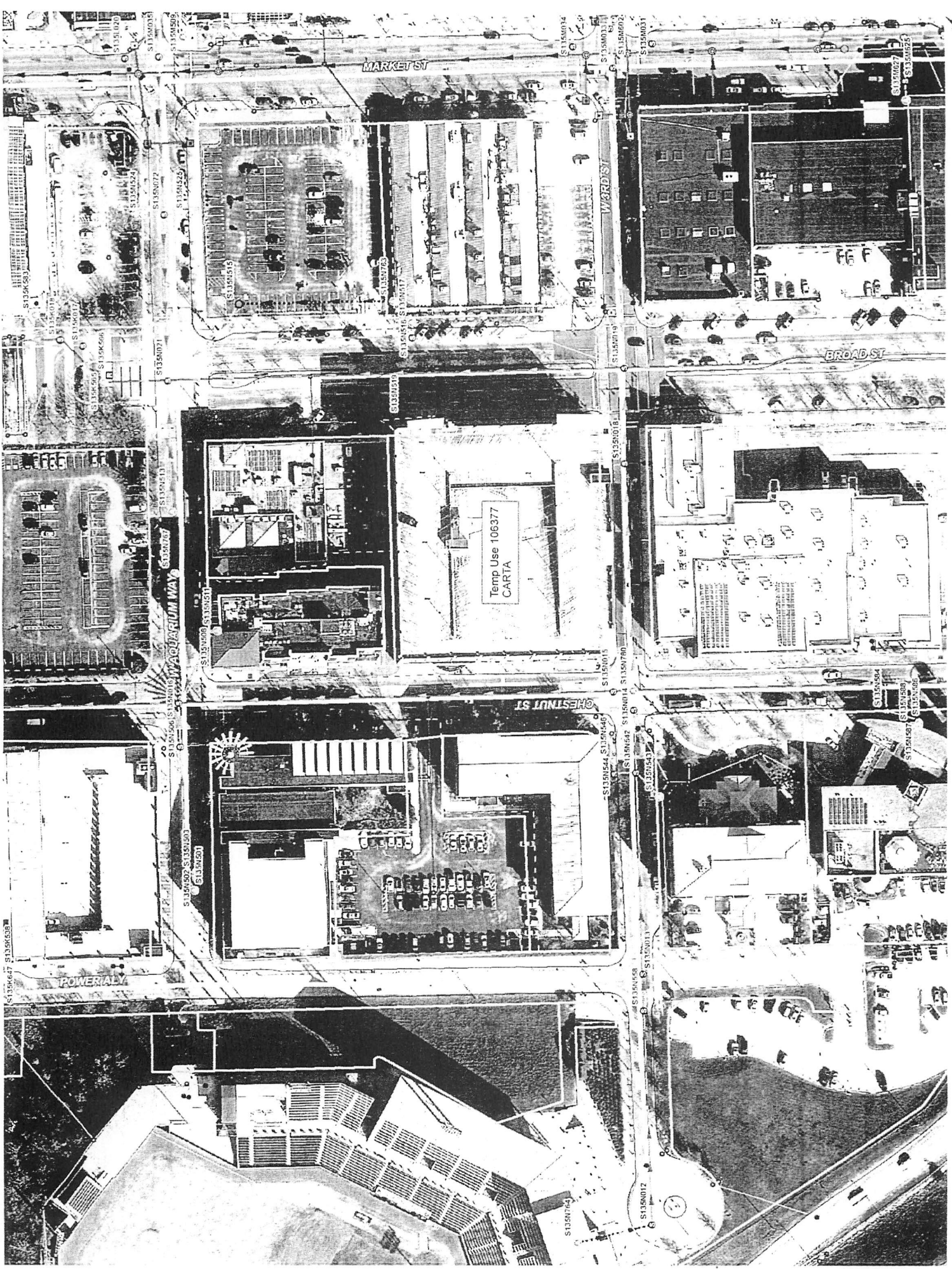
5/7, 2013
Date

BY: Lisa Maresmaro Fore
Tom Dugan, CARTA ASST. EXEC. DIR.

CITY OF CHATTANOOGA, TENNESSEE

5/7, 2013
Date

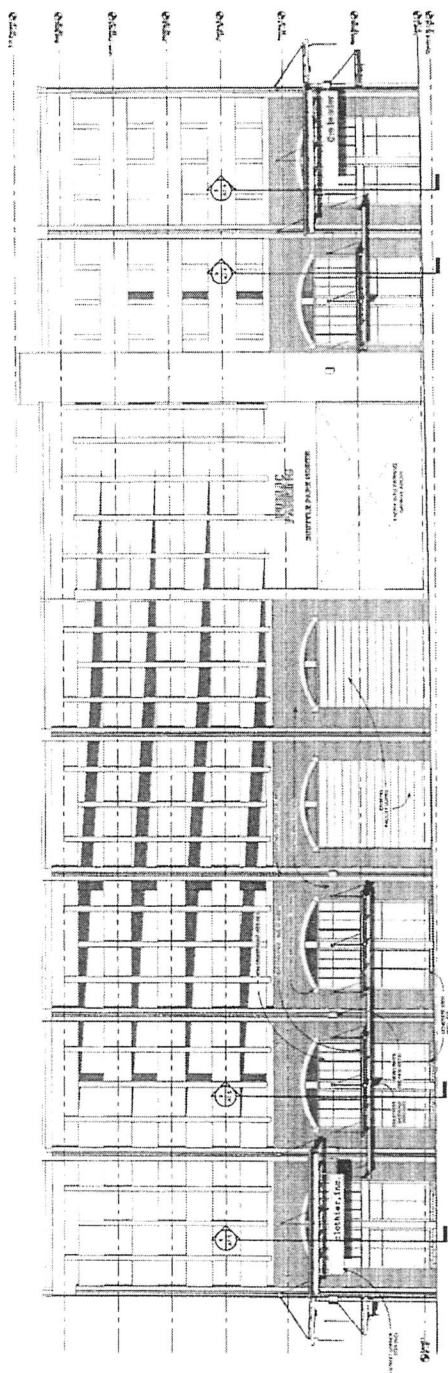
BY: Andy Berke
Andy Berke, Mayor



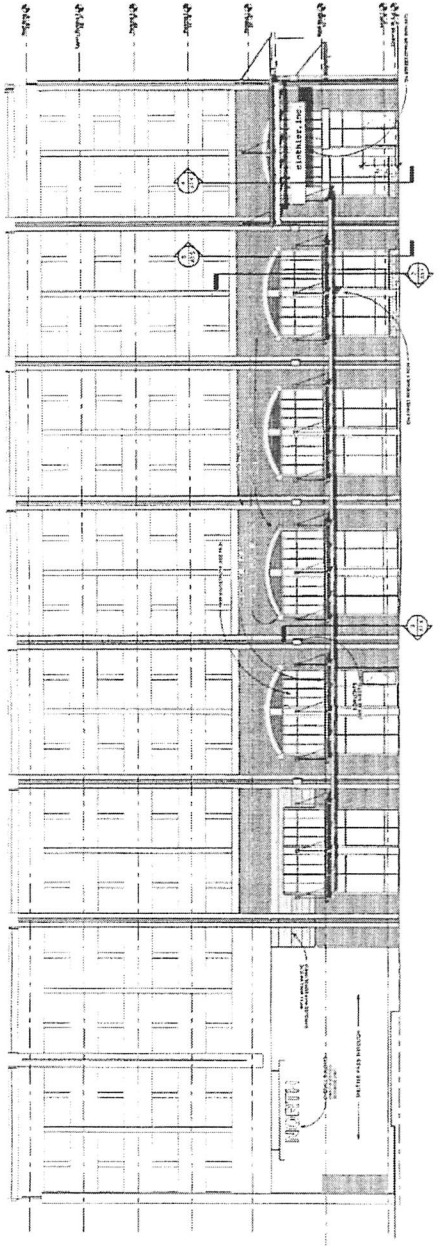
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RIVER CITY COMPANY
THE BLOCK RENOVATION
Chattanooga, Tennessee

river city architecture
architecture planning services
174 CHERRY STREET, CHATTANOOGA, TENNESSEE 37403
P: 423.263.0800 F: 423.263.0849 WWW.RCA-ARCHITECTURE.COM



1.00 Elevation - East



1.00 Elevation - West

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL RESIDENTIAL CODES (IRC).
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S GENERAL CONDITIONS OF CONTRACT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

BRANDS/NOTES