

RESOLUTION NO. 24548

A RESOLUTION AUTHORIZING FSG BANK TO USE TEMPORARILY THE CITY RIGHT-OF-WAY ALONG BROAD STREET AND 6TH STREET TO INSTALL A NEW EXTERIOR MASONRY FAÇADE OVER THE EXISTING BRICK FAÇADE WHICH WILL PROJECT A FEW INCHES INTO THE CITY RIGHT-OF-WAY, AS SHOWN ON THE 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 FSG Bank (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily the City right-of-way along Broad Street and 6th Street to install a new exterior masonry façade over the existing brick façade which will project a few inches into the City right-of-way, as shown on the drawing attached hereto and made a part hereof by reference.

BE IT FURTHER ORDAINED, That said temporary usage shall be subject to the following additional 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.

ADOPTED: September 13, 2005

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and FSG BANK (hereinafter "Temporary User"), this ____ day of _____, 2005.

For and in consideration of the granting of the temporary usage of the City right-of-way along Broad Street and 6th Street to install a new exterior masonry façade over the existing brick façade which will project a few inches into the City right-of-way, as shown on the 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 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.

2. 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.

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

FSG BANK

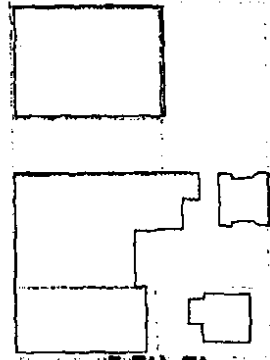
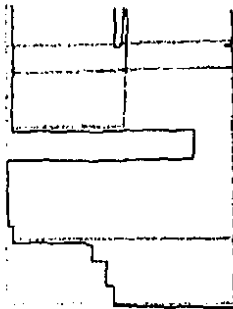
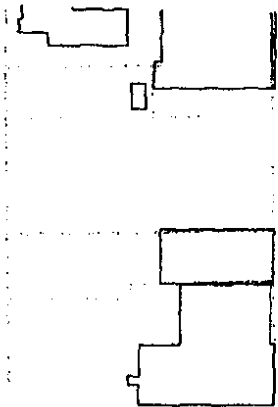
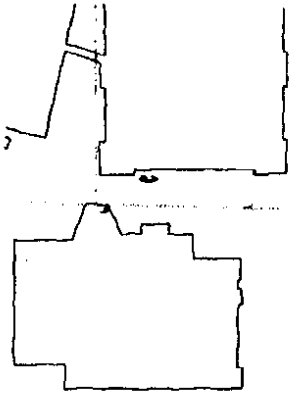
_____, 2005
Date

BY: _____
Rodger B. Holley, President, CEO

CITY OF CHATTANOOGA, TENNESSEE

_____, 2005
Date

BY: _____
Ron Littlefield, Mayor

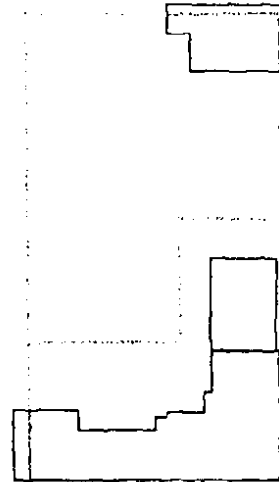
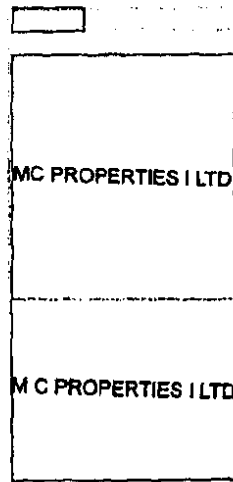
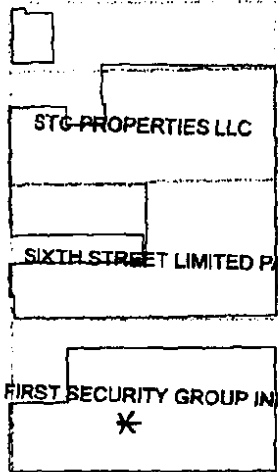
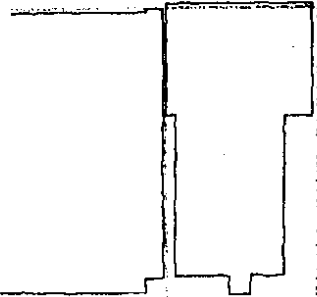


W 5th St

Market St

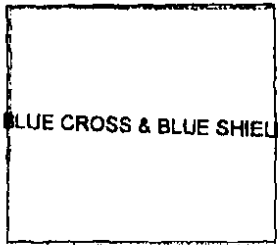
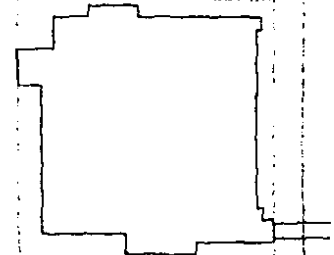
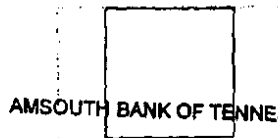
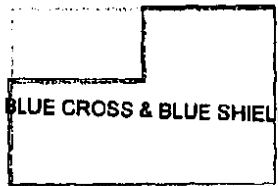
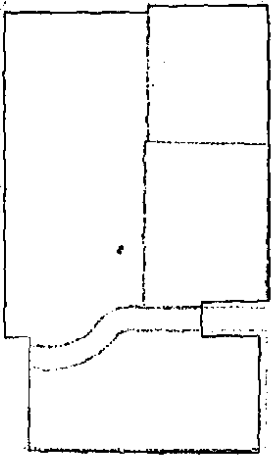
E 5th St

Cherry St

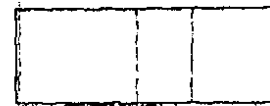


W 6th St

E 6th St



BLUE CROSS & BLUE SHIELD



W 7th St

E 7th St

Pine St

Chestnut St

Broad St

