

RESOLUTION NO. 24577

A RESOLUTION AUTHORIZING EMJ CORPORATION TO USE TEMPORARILY THE OPEN RIGHT-OF-WAY OF THE PARKING AREA ON THE SOUTH SIDE OF RIVERFRONT PARKWAY FROM 2<sup>ND</sup> STREET TO CHEROKEE PASSAGE RELATIVE TO CONSTRUCTION OF THE WINDSOR AUGHTRY/MUSEUM BLUFF VILLAGE CONDOMINIUMS, AS SHOWN ON THE DRAWING ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That EMJ Corporation (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily the open right-of-way of the parking area on the south side of Riverfront Parkway from 2<sup>nd</sup> Street to Cherokee Passage relative to construction of the Windsor Aughttry/Museum Bluff Village Condominiums, 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: November 1, 2005

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and EMJ CORPORATION (hereinafter "Temporary User"), this 1st day of NOVEMBER, 2005.

For and in consideration of the granting of the temporary usage of the open right-of-way of the parking area on the south side of Riverfront Parkway from 2<sup>nd</sup> Street to Cherokee Passage relative to construction of the Windsor Aughttry/Museum Bluff Village Condominiums, 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.

EMJ CORPORATION

\_\_\_\_\_, 2005  
Date

BY: \_\_\_\_\_

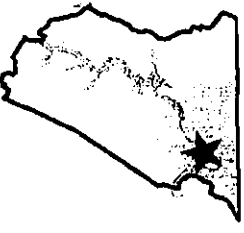
CITY OF CHATTANOOGA, TENNESSEE

11/3, 2005  
Date

BY:   
\_\_\_\_\_  
Ron Littlefield, Mayor

/add

HCGIS - Internet Mapping Service

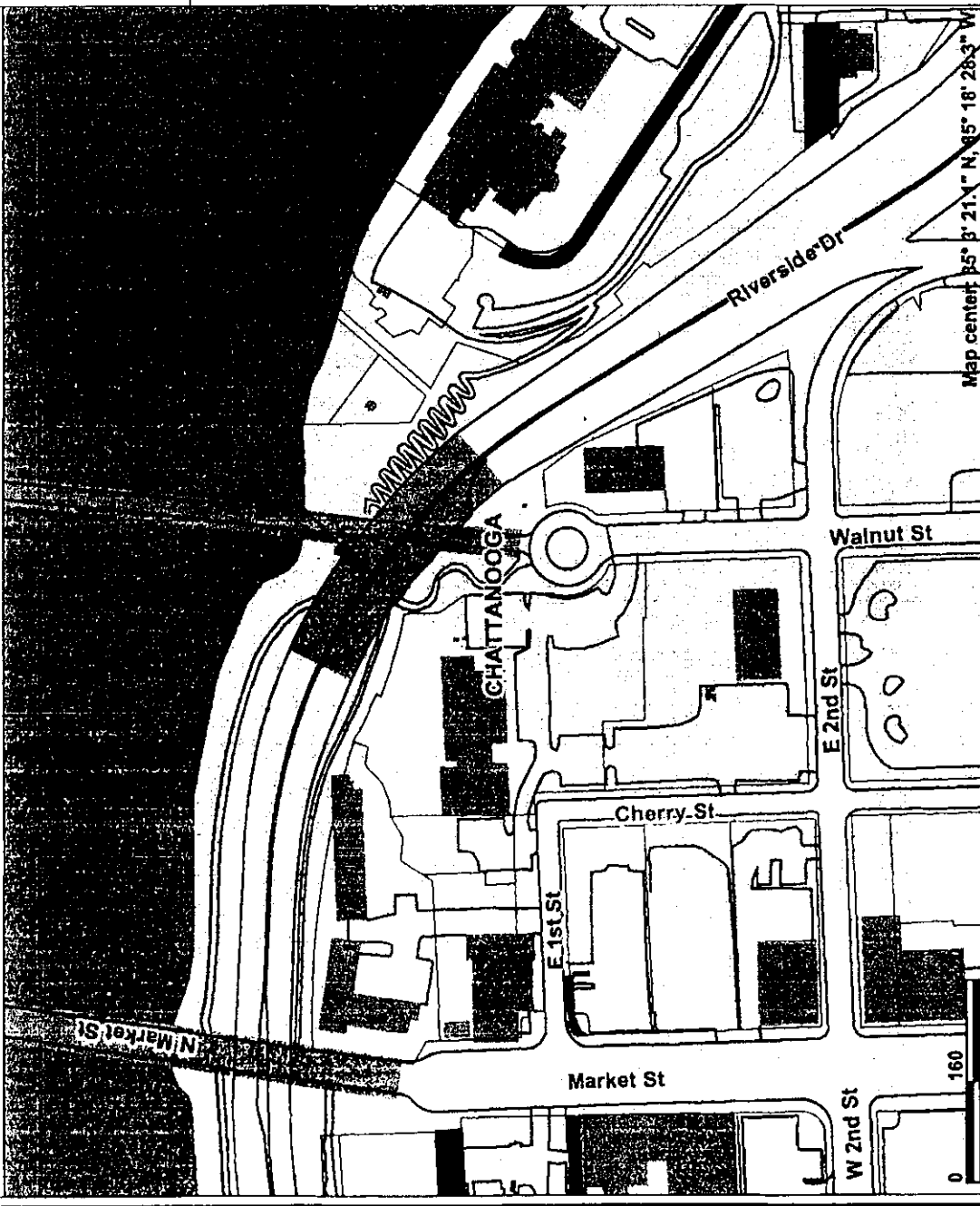


**Legend**

LEGEND

- ~ Pavement Edges
- ~ Driveways & Parking Lots
- Easements
- Roads
- X Railroad Tracks
- Parcels
- ▭ County Boundary
- ▭ Buildings
- ⋈ Alleys and ROWs
- Closed
- Open
- Unopen
- Bridges
- ▭ Water Polygons
- Parks & Rec
- Cities
- CHATTANOOGA
- COLLEDALE
- EAST RIDGE
- LAKESITE
- LOOKOUT MOUNTAIN
- RED BANK
- ROCKSIDE
- SIGNAL MOUNTAIN
- SODDY DAVIS
- WALDEN

Scale: 1:2,831



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED AS A LEGAL DOCUMENT.