

RESOLUTION NO. 27085

A RESOLUTION AUTHORIZING LIBERTY TOWER, LLC TO BEGIN CONSTRUCTION OF A PEDESTRIAN BRIDGE TO BE INSTALLED OVER THE 200 BLOCK OF WEST 6TH STREET, AS SHOWN IN THE DRAWINGS 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 LIBERTY TOWER, LLC, (hereinafter referred to as "Temporary User") be and is hereby permitted to begin construction of a pedestrian bridge to be installed over the 200 block of West 6th Street, as shown in the drawings 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.

ADOPTED: May 1, 2012

/mms

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and LIBERTY TOWER, LLC (hereinafter "Temporary User"), this 1st day of May, 2012.

For and in consideration of the beginning of construction of a pedestrian bridge to be installed over the 200 block of West 6th Street, as shown in the drawings 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.

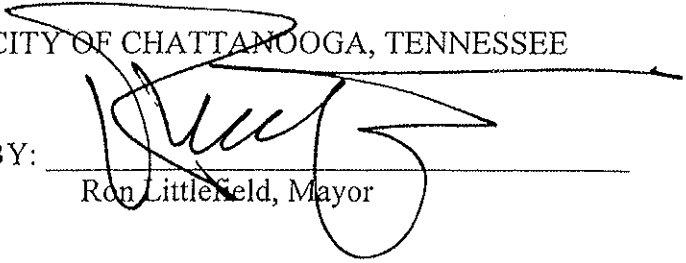
LIBERTY TOWER, LLC

_____, 2012
Date

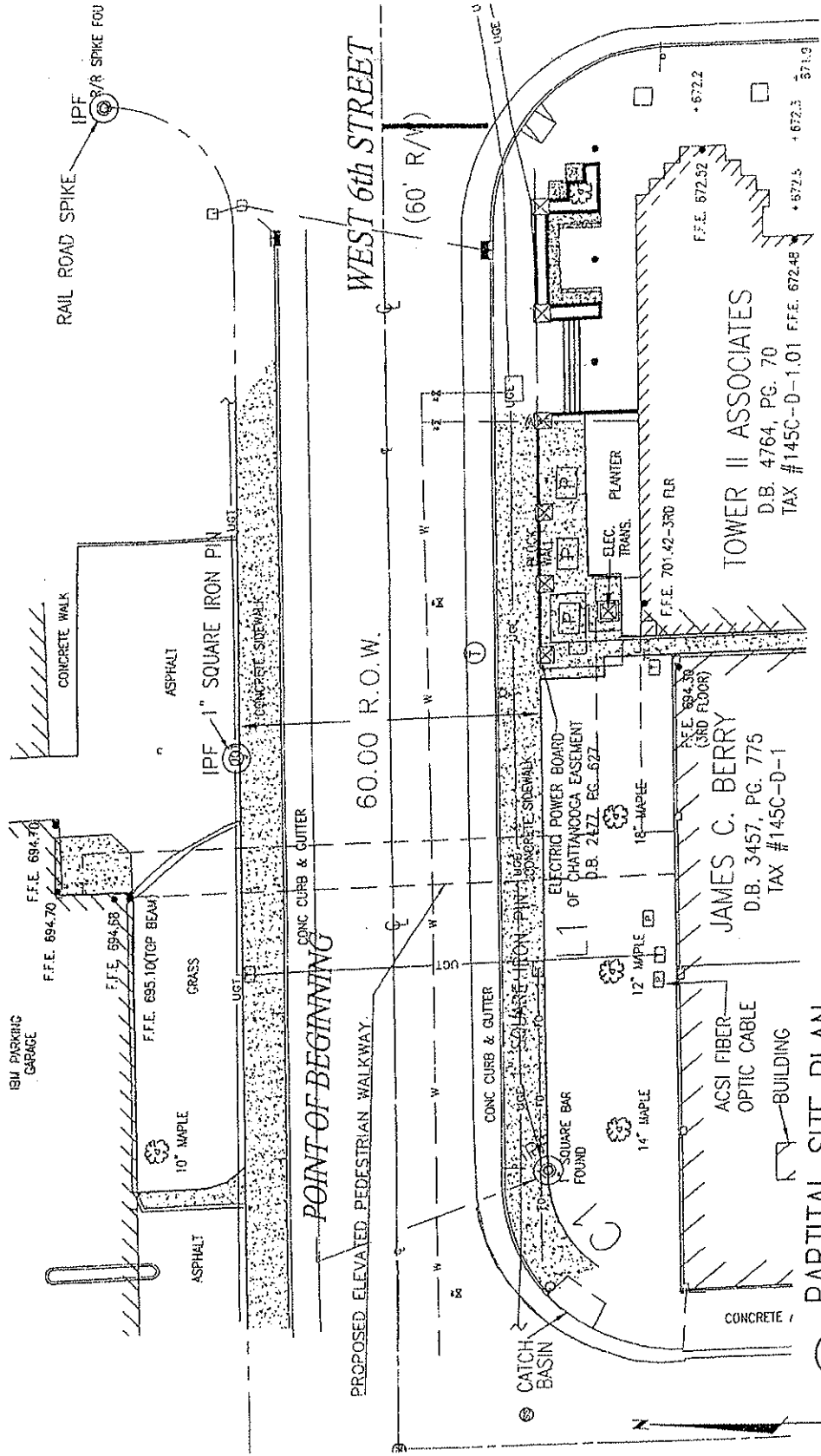
BY: _____

CITY OF CHATTANOOGA, TENNESSEE

May 3, 2012
Date

BY: 

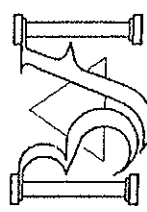
Ron Littlefield, Mayor



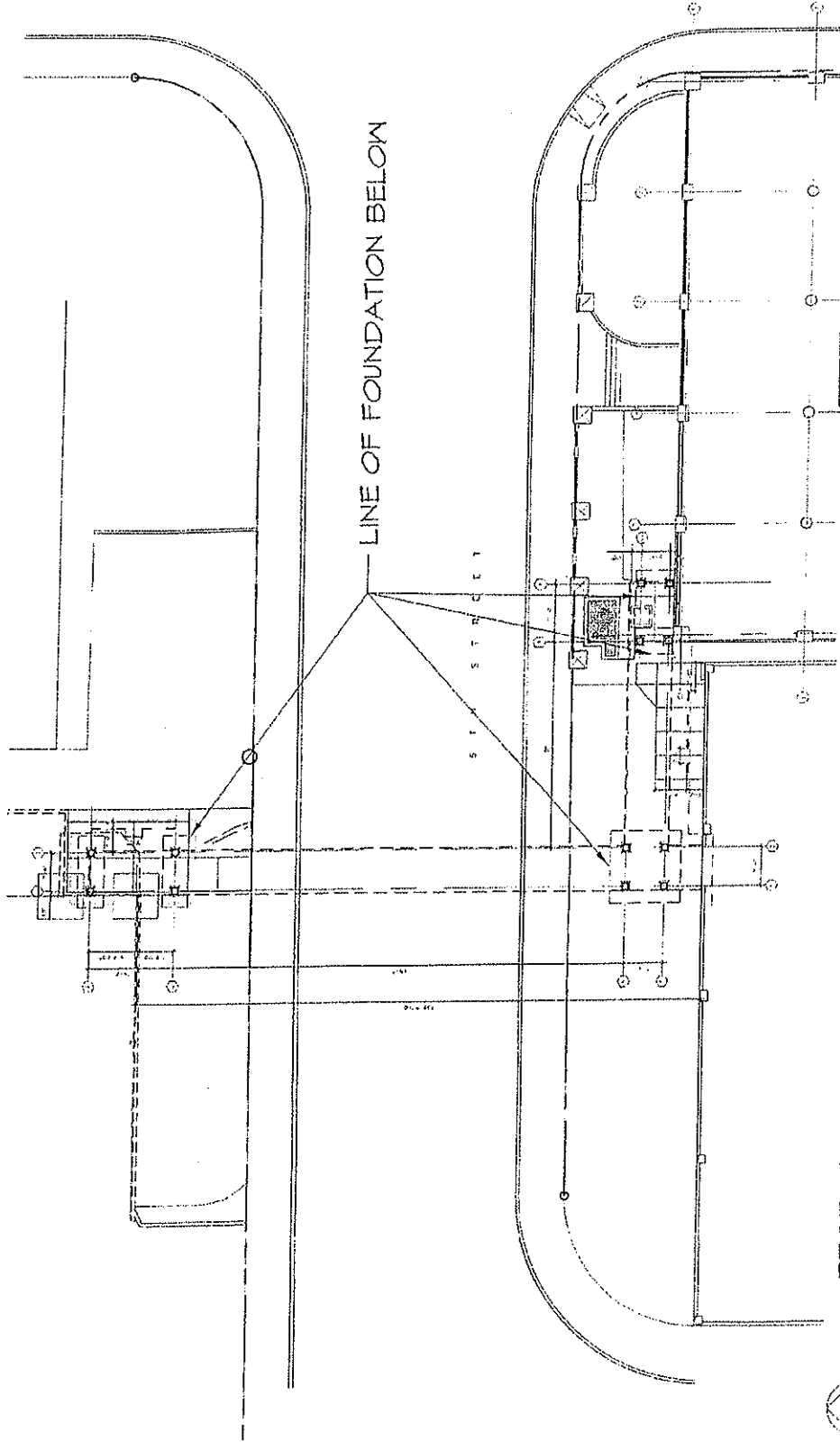
LIBERTY TOWER
 PEDESTRIAN WALKWAY
 LIBERTY TOWER LLC
 605 CHESTNUT STREET
 CHATTANOOGA, TENNESSEE 37450
 FEBRUARY 27, 2012


BILLINGSLEY / ARCHITECTURE
 PLANNING
 ARCHITECTURE
 INTERIORS

REPUBLIC SERVICE SITE #60
 1000 GUNN STREET
 CHATTANOOGA, TN 37400
 PH: (423) 252-0020
 FAX: (423) 252-0026

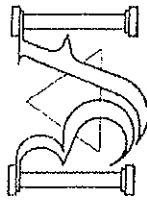


PARTIAL SITE PLAN
 SCALE: 1" = 20'-0"
 INFORMATION FROM SURVEY PROVIDED BY ARCADIAS DATED 02/03/2011

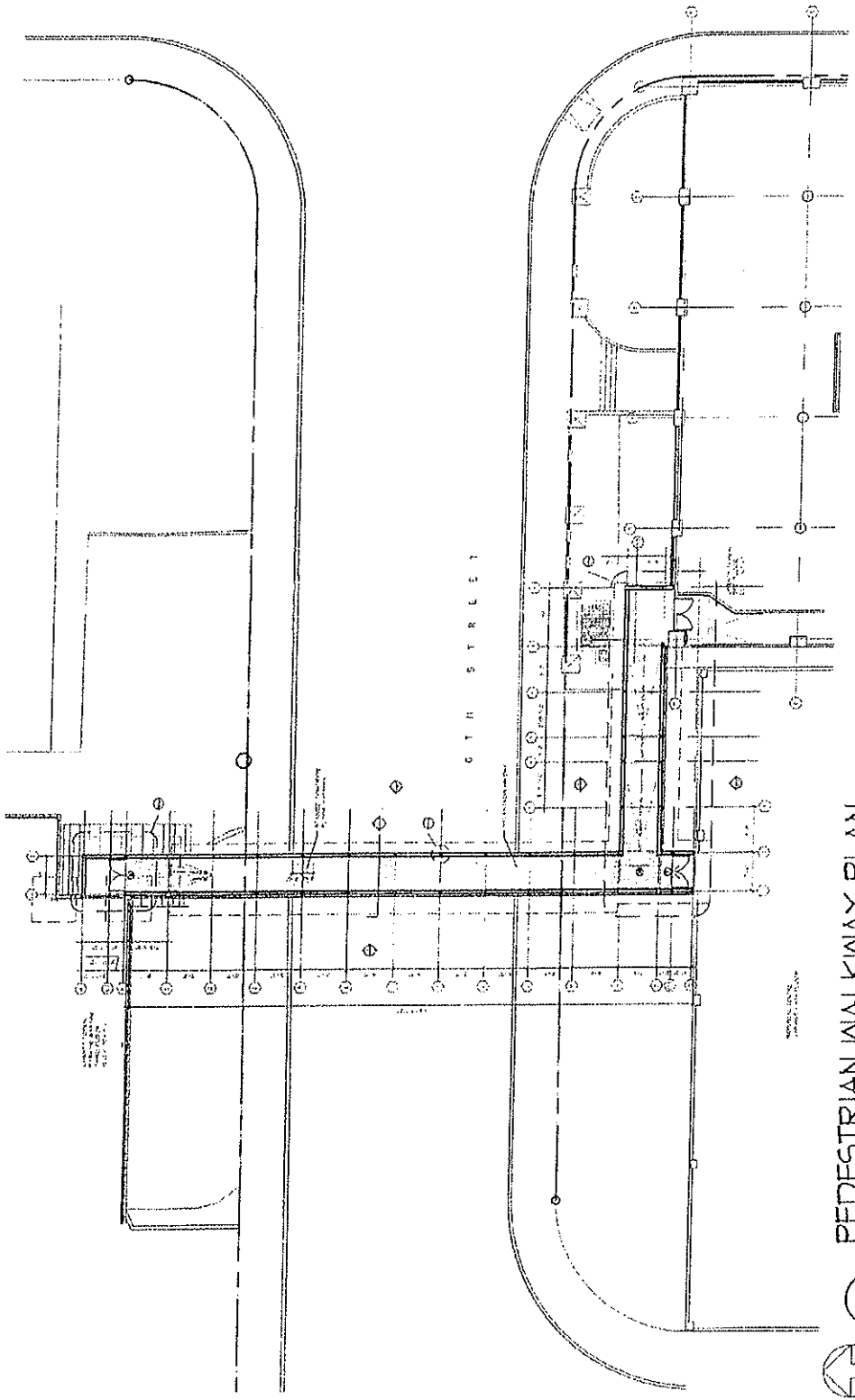


 NORTH
 1
 PEDESTRIAN WALKWAY PLAN
 SCALE: 1" = 20'-0"

LIBERTY TOWER
 PEDESTRIAN WALKWAY
 LIBERTY TOWER LLC
 605 CHESTNUT STREET
 CHATTANOOGA, TENNESSEE 37450
 FEBRUARY 22, 2012



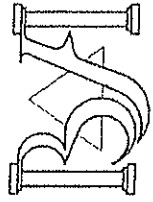
BILLINGSLEY / ARCHITECTURE
 PLANNING
 ARCHITECTURE
 INTERIORS
 1000 UNIVERSITY CENTER DR
 CHATTANOOGA, TN 37426
 PH: 423.762.2000
 FAX: 423.762.2000



8 LIGHTS

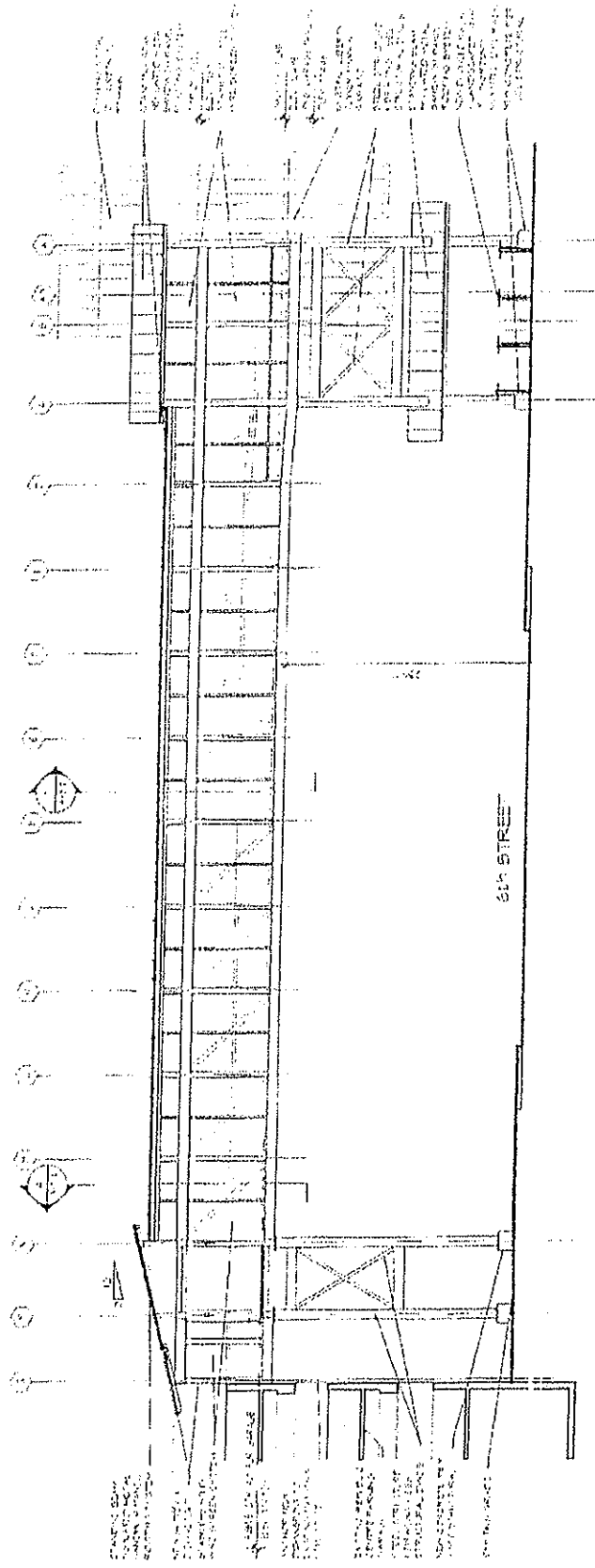
1 NORTH
 PEDESTRIAN WALKWAY PLAN
 SCALE: 1" = 20'-0"

LIBERTY TOWER
 PEDESTRIAN WALKWAY
 LIBERTY TOWER LLC
 605 CHESTNUT STREET
 CHATTANOOGA, TENNESSEE 37450
 FEBRUARY 22, 2012



BILLINGSLEY / ARCHITECTURE

PLANNING
 ARCHITECTURE
 INTERIORS
 PRESIDENT, CENTRE STREET, 100
 605 CHESTNUT STREET,
 CHATTANOOGA, TN 37402
 FAX: 423.752.6005

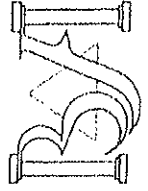


EAST ELEVATION

SCALE: 3/8" = 1'-0"

1

LIBERTY TOWER
 PULP MILL
 LIBERTY TOWER LLC
 505 CHESTNUT STREET
 CHATTANOOGA, TENNESSEE 37450
 FEBRUARY 22, 2012



BLUMENSLEY / ARCHITECTURE
 1000 15TH AVENUE, SUITE 100
 CHATTANOOGA, TN 37405
 TEL: 423-263-1111
 FAX: 423-263-1112
 WWW.BJA-ARCH.COM