

RESOLUTION NO. 27822

A RESOLUTION AUTHORIZING JOHN WISE TO USE TEMPORARILY THE RIGHT-OF-WAY LOCATED AT 1810 CHESTNUT STREET FOR THE INSTALLATION OF A HANDICAP RAMP WITH CONDITIONS THAT MEET THE REQUIREMENTS OF THE ADA AND CHATTANOOGA CITY STANDARDS, AS SHOWN ON THE DRAWINGS 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 JOHN WISE, (hereinafter referred to as “Temporary User”) be and is hereby permitted to use temporarily the right-of-way located at 1810 Chestnut Street for the installation of a handicap ramp with conditions that meet the requirements of the ADA and Chattanooga city standards, as shown on 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 may execute the Indemnification Agreement prior to the granting of a temporary use by the City Council provided that any obligation to Indemnify and hold the City of Chattanooga, its officers, agents and employees harmless for any claims for damages for injuries to persons or property shall be void if the Temporary Use is not granted to applicant by the Chattanooga City Council. Temporary User agrees to comply with all terms and conditions of the Indemnification Agreement in the event a temporary use is granted by the City Council.

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. The ramp must meet ADA and Chattanooga city standards.

ADOPTED: April 1, 2014

/mem

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE CITY OF CHATTANOOGA, TENNESSEE (hereinafter the "City"), and JOHN WISE (hereinafter "Temporary User"), this 1st day of April, 2014.

For and in consideration of the granting of the temporary usage of the right-of-way located at 1810 Chestnut Street for the installation of a handicap ramp with conditions that meet the requirements of the ADA and Chattanooga city standards, as shown on 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 may execute the Indemnification Agreement prior to the granting of a temporary use by the City Council provided that any obligation to Indemnify and hold the City of Chattanooga, its officers, agents and employees harmless for any claims for damages for injuries to persons or property shall be void if the Temporary Use is not granted to applicant by the Chattanooga City Council. Temporary User agrees to comply with all terms and conditions of the Indemnification Agreement in the event a temporary use is granted by the City Council.

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. The ramp must meet ADA and Chattanooga city standards.

MAY 12, 2014  
Date

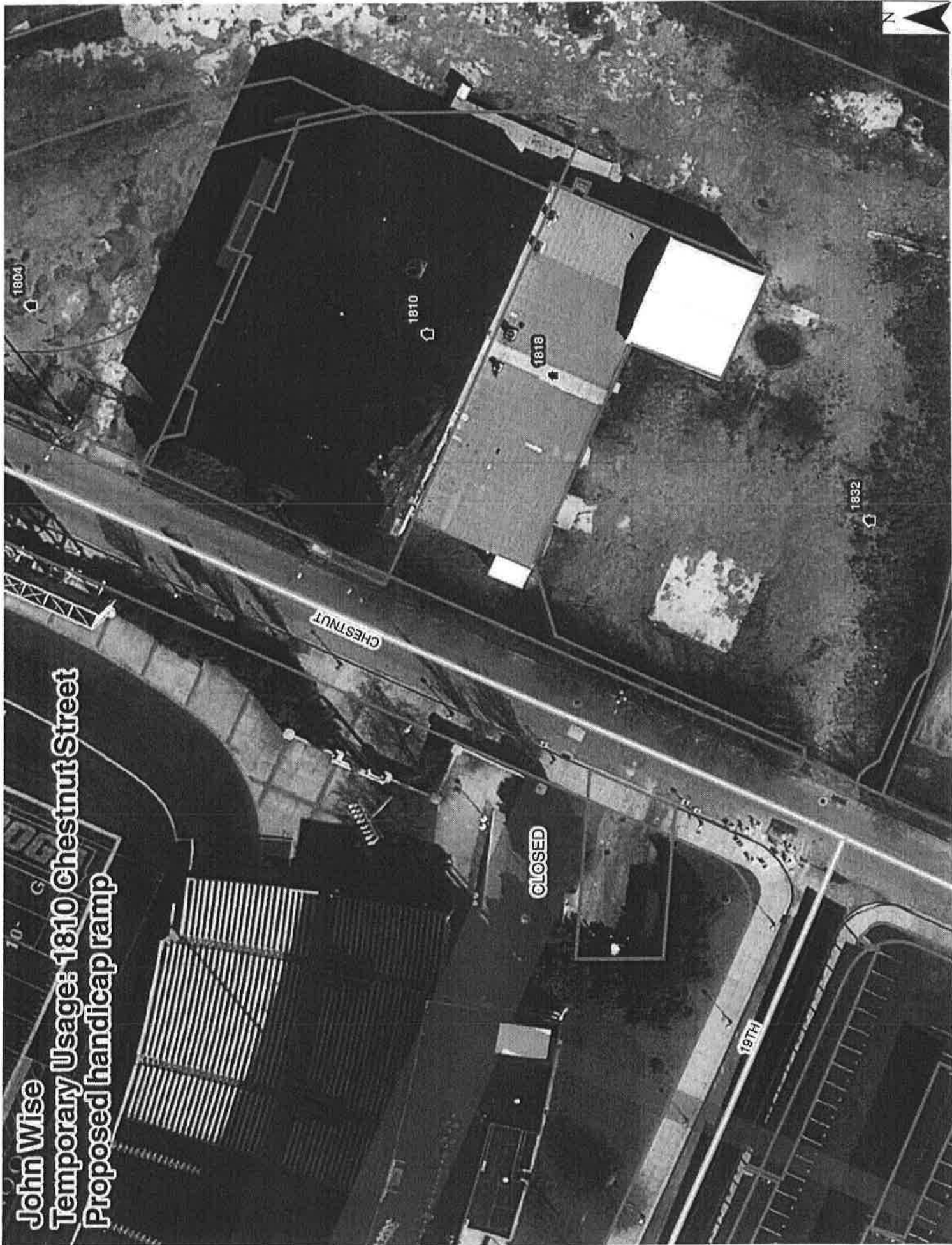
BY:   
John Wise

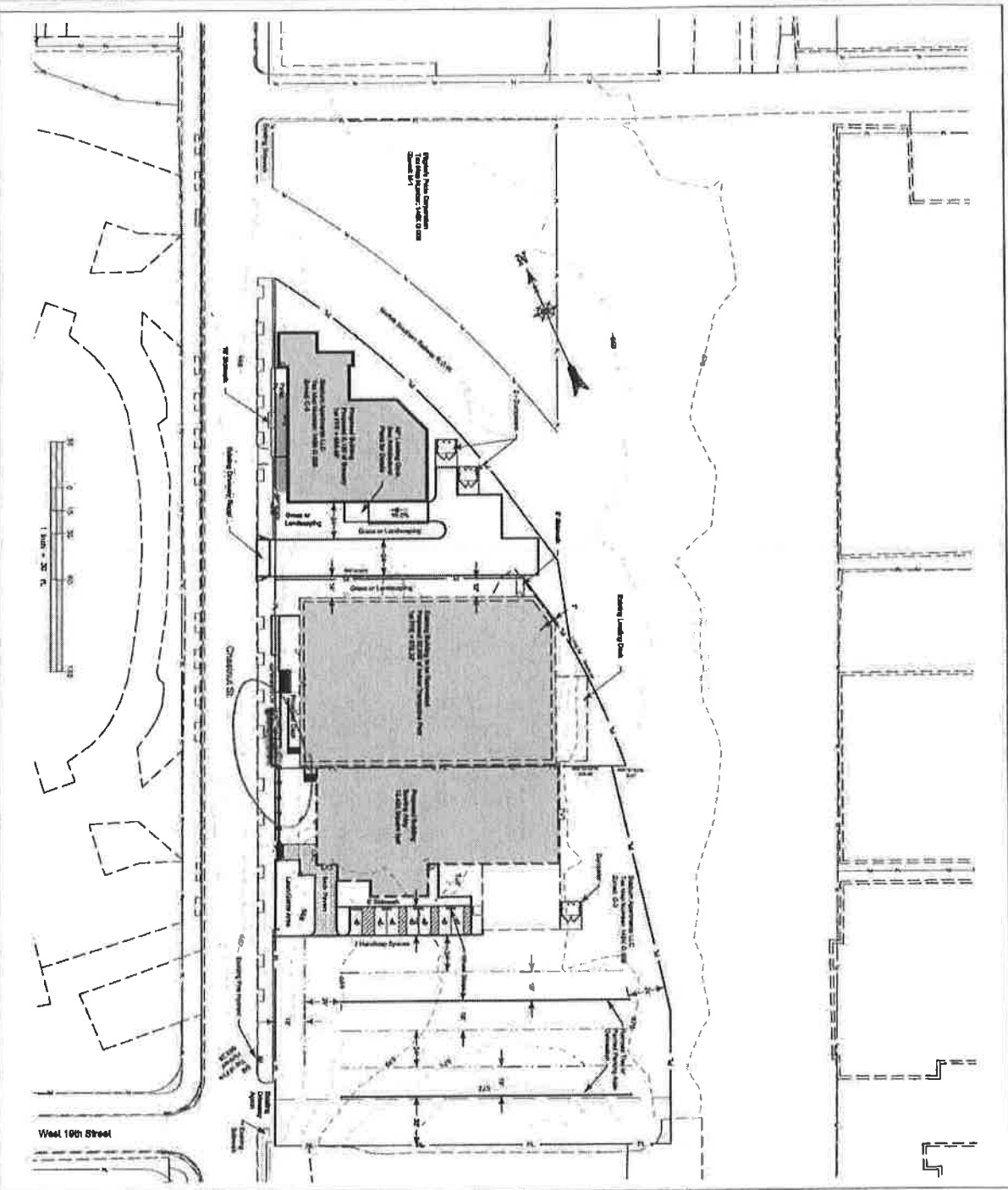
CITY OF CHATTANOOGA, TENNESSEE

May 12, 2014  
Date

BY:   
Andy Berke, Mayor

**John Wise  
Temporary Usage: 1810 Chestnut Street  
Proposed handicap ramp**





**GENERAL NOTES**

1. This plan is a preliminary site plan and is subject to change without notice.

2. All dimensions are given in feet unless otherwise indicated.

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20. All dimensions are given in feet unless otherwise indicated.

<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li> Proposed Brewery</li> <li> Proposed Trampoline Park</li> <li> Proposed Retail</li> <li> Proposed Parking Lot</li> <li> Proposed Public Space</li> <li> Proposed Utility Lines</li> <li> Proposed Stormwater Management System</li> <li> Proposed Landscaping</li> <li> Proposed Lighting</li> <li> Proposed Easement Lines</li> <li> Proposed Setback Lines</li> <li> Proposed Lot Lines</li> </ul>	<p><b>Trampoline Park &amp; Brewery Mixed-Use Development</b></p> <p>John S. Wiso III 1810 Chestnut Street 145K G 005</p>	<p><b>Scale Plan</b></p> <p style="font-size: 24pt; font-weight: bold;">2</p>
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