

RESOLUTION NO. R2006-9

A RESOLUTION AUTHORIZING DR. DAVID ADAIR TO USE TEMPORARILY A PORTION OF THE UNOPENED RIGHT OF WAY OF CUNNINGHAM LANE BEGINNING 660 FEET FROM THE INTERSECTION OF CUNNINGHAM LANE AND GRAYSON ROAD AND TO ENCROACH AND GRADE WITHIN IN THE TOWN RIGHT-OF-WAY FOR THE PURPOSE OF PUTTING IN A DRIVEWAY, AS SHOWN ON THE DRAWINGS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, SUBJECT TO CERTAIN CONDITIONS.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That Dr. David Adair (hereinafter referred to as "Temporary User") be and is hereby permitted to use temporarily a portion of the unopened right of way beginning 660 feet from the intersection of Cunningham Lane and Grayson Road and to encroach and grade within in the Town right-of-way for the purpose of putting in a driveway, as shown on the drawings 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. No grading damage will occur to existing Town pavement and Temporary User will indemnify and hold the Town harmless from any damage to Town pavement if it occurs during construction of the driveway.
2. Temporary User shall execute the Indemnification Agreement attached hereto in favor of the Town of Signal Mountain, 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.
3. Temporary User agrees to vacate the property and temporary use upon reasonable notice from the Town to do so.

4. Temporary User shall provide adequate access for maintenance of any franchised or Town utilities located within the easement.

William O. Lennoch
MAYOR

[Signature]
Acting Recorder
RECORDER

2/13/06
DATE

2-13-06
DATE

PAN/kac

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered into by and between THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE (hereinafter the "TOWN"), and DR. DAVID ADAIR (hereinafter "Temporary User"), this ____ day of _____, 2006.

For and in consideration of the granting of the temporary usage of a portion of the unopened right of way beginning 660 feet from the intersection of Cunningham Lane and Grayson Road and to encroach and grade within in the Town right-of-way for the purpose of putting in a driveway, 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. No grading damage will occur to existing Town pavement and Temporary User will indemnify and hold the Town harmless from any damage to Town pavement if it occurs during construction of the driveway.
2. Temporary User will defend, and hold harmless the Town of Signal Mountain, 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.
3. Temporary User will vacate the property and temporary use upon reasonable notice from the Town to do so in the event that the Town needs use of this public right of way for any other purpose; 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 Town and no claim for damages will be made for any improvements to the public right of way.

4. Temporary User will provide adequate access for maintenance of any franchised or Town utilities located within the easement.

DR. DAVID ADAIR

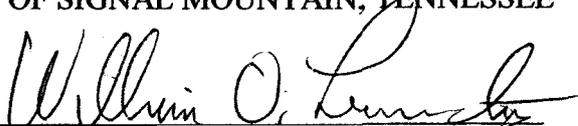
Date

BY: _____

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

Date

BY: _____


WILLIAM O. LEONARD, Mayor



Town of Signal Mountain
Department of Public Works

March 10, 2006

Dr. Davis Adair
22 Mountain Orchard Path
Signal Mountain, TN 37377

Dear Sir,

Please accept this letter of understanding regarding the construction of your driveway at the end of Cunningham Lane. The Town will allow the driveway in the right of way. However, the Town will not provide services to the end of the driveway, other than emergency medical and fire services. The Town will continue to provide other services at the current location, which is approximately 660' from the intersection of Cunningham Lane and Grayson Road.

Please acknowledge agreement by signing below:

Name: _____ Date: _____

Name: _____ Date: _____
Loretta Hopper, Acting Public Works Director

CUNNINGHAM LANE



MOUNTAIN ORCHARD

End of Existing Pavement

+/- 660'

GRAYSON

APPLEWOOD

GRAYSON

JAMES

