



THIS INSTRUMENT PREPARED BY:
City of Chattanooga, Tennessee
Public Works Department
Engineering Division
1250 Market Street, Suite 2100
Chattanooga, Tennessee 37402

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement Agreement (the "Easement Agreement") is made and entered into this ____ day of _____, 20____, by and between _____ (the "Grantor") having an address of _____ and the City of Chattanooga (the "Grantee"), a municipal corporation of the State of Tennessee, having an address of _____. This Easement Agreement is for the benefit of property owned by Grantor and described in Exhibit "A" attached hereto.

WITNESSETH

WHEREAS, Grantor is the owner of record of property located at _____, as more particularly described in Book _____, Page _____, recorded in the Register's Office of Hamilton County, Tennessee (the "Property"); and

WHEREAS, Grantee desires to obtain a temporary construction easement on the Property (the "Easement Area") described in Exhibit "A", attached hereto and incorporated by this reference, to perform certain functional maintenance activities for the Stormwater Control Measures (the "SCM") located on the Easement Area; and

WHEREAS, Grantor desires to grant this easement to Grantee, its officers, agents, employees, and awarded contractors, subject to the terms and conditions set forth.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Effectiveness of Easement Agreement:** This Easement Agreement shall be effective upon its execution by the parties hereto and upon the Grantors filing with the Register's Office for Hamilton County, Tennessee. Grantor shall be responsible to file the Easement Agreement. Grantor shall provide Grantee with a copy of the recorded agreement.
2. **Term:** The term of this Easement Agreement shall be for a period of twelve months.
3. **Grant of Easement:** Subject to the conditions set forth herein, Grantor hereby grants to Grantee, its successors and assigns, a temporary construction easement (the "Easement") over and across the Easement Area. The Easement shall be for the purpose of functional maintenance and repair to the SCM. The Grantee shall determine the maintenance activities necessary for the SCM to perform flood control and water quality treatment as designed. The Grantor shall not interfere with the Grantee's improvement to Stormwater Control Measures within this Agreement.

4. **Construction Lien:** Grantee is hereby noticed that no lien of any type or nature is permitted on the property or the Easement Area. In the event any lien(s) are filed against the Property and the Easement Area, or any portions thereof, in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to this Easement Agreement, Grantee shall cause such liens to be immediately discharged of record.
5. **Severability:** If any provision of this Easement Agreement becomes or is found to be illegal or unenforceable for any reason, such cause or provision must first be modified to the extent necessary to make this Easement Agreement legal and enforceable and then if necessary, second, severed from the remainder of the Easement Agreement to allow the remainder of the Easement Agreement to remain in full force and effect.
6. **Restoration of the Property:** Upon the termination of this Easement Agreement, Grantee shall, at its own cost and expense, restore the Property as near as feasible to the same condition as the Property was prior to Grantee's construction.
7. **Indemnify and Hold Harmless:** Grantor agrees to indemnify and hold harmless the Grantee, its officers, agents, employees, and awarded contractors from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (collectively, "Claims") brought by any person, which arise from, or are in any way related to the construction methods, including without limitation over-compacting soils, materials used, quality of workmanship, design, and operation and performance of the Stormwater Control Measures on the Property. Such Claims shall also include, Claims for nonpayment of labor and materials. This indemnification of City, its officers, agents, employees, and awarded contractors shall survive the expiration or sooner termination of this Agreement.
8. **Miscellaneous:**
 - a. Grantor and Grantee acknowledge and agree that the terms and conditions set forth herein constitute the complete and entire agreement by and between them concerning this Easement Agreement and no other agreements, representations or warranties have been made by or between them other than as set forth herein.
 - b. This Easement Agreement may not be modified except by a document in writing.
 - c. This Easement Agreement is binding upon, and enforceable by, the parties hereto and their respective successors and assigns.
 - d. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the date first above written.

GRANTOR:

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he or she executed the foregoing instrument for the purposes therein contained, by personally signing their name.

WITNESS, my hand and seal at Chattanooga, Hamilton County, Tennessee, this ____ day of _____, 20 ____.

GRANTEE:

BY: _____

NAME: _____

TITLE: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be _____ of the City of Chattanooga, the within-named bargainer, a municipal corporation, and that they as such _____, being authorized so to do, executed and attested the foregoing instrument for the purpose therein contained by signing the name of the corporation as _____ and attesting as _____.

WITNESS, my hand and seal at Chattanooga, Hamilton County, Tennessee, this ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT A