

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS FOR THE CITY OF CHATTANOOGA TO ACCEPT THE AMOUNT OF NINETY-TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$92,450.00) FOR CONSIDERATION OF THE TEMPORARY CONSTRUCTION EASEMENT ENTERED INTO WITH THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION, AS RELATED TO THE OLGATI BRIDGE PROJECT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to execute any and all documents for the City of Chattanooga to accept the amount of \$92,450.00 for consideration of the Temporary Construction Easement entered into with the State of Tennessee, Department of Transportation, as related to the Olgiati Bridge Project.

The easement is related to State Project No. 33018-2208-14 for an area of 6,937 square feet near the Olgati Bridge.

ADOPTED: _____, 2014

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: January 13, 2014

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 7

A RESOLUTION AUTHORIZING THE CITY OF CHATTANOOGA TO ACCEPT THE AMOUNT OF \$92,450 FOR CONSIDERATION FOR THE TEMPORARY CONSTRUCTION EASEMENT ENTERED INTO WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS RELATED TO STATE PROJECT NO. 33018-2208-14 FOR AN EASEMENT AREA OF 6.937 SQUARE FEET NEAR THE OLGATI BRIDGE AND FOR THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THIS PROJECT.

Name of Vendor/Contractor/Grant, etc.	TDOT	New Contract/Project? (Yes or No)	YES
Total project cost \$	N/A	Funds Budgeted? (YES or NO)	N/A
Total City of Chattanooga Portion \$	N/A	Provide Fund	N/A
City Amount Funded \$	N/A	Provide Cost Center	N/A
New City Funding Required \$	N/A	Proposed Funding Source if not budgeted	N/A
City's Match Percentage %	N/A	Grant Period (if applicable)	N/A

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$	
\$	
\$	

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Authorization to sign Second Amendment to Berthing Agreement will be heard by CDRC Board on 01-30-14.

All TDOT related documents shall be requested to be signed simultaneously with TDOT officials.

Approved by:

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

Questions? Contact Finance Department . 423.757.5232

REVISED					
APPROVED OFFER TRANSMITTALS					
State Project No:	33018-2208-14		County/s:	HAMILTON	
Federal Project No:	NHE-29(72)		Field Office:	R2	
Property Owner:	THE CITY OF CHATTANOOGA, TENNESSEE				
Tax Map Parcel No:	135K	A	3	Tract No:	2

SUMMARY OF REPORTS				
PERSONNEL	APPRAISER NAME	APPRAISAL AMOUNT	EFFECTIVE VALUATION	TYPE REPORT
A	1 (Chip), Murphy, III, MAI, SR	\$112,150.00	2/22/2013	FORMAL PART AFFECTED

APPROVED ACQUISITION AREAS/COMPENSATION						
INTERESTS ACQUIRED	ORIGINAL ACQUISITION AREAS	ORIGINAL APPROVED COMP.	REVISED ACQUISITION AREAS	REVISED APPROVED COMP.	ALTERNATE ACQUISITION AREAS	ALTERNATE APPROVED COMP.
LAND (FEE SIMPLE)	0	\$0.00	0	\$0.00	0	\$0.00
PDE	0	\$0.00	0	\$0.00	Acres	\$0.00
SLOPE EASEMENT	0	\$0.00	0	\$0.00	0	\$0.00
TCE	9127 Sq Feet	\$82,150.00	8937 Sq Feet	\$62,450.00	0	\$0.00
(LAND OWNER) IMPROVEMENTS		\$0.00		\$0.00		\$0.00
(LAND OWNER) DAMAGES/BENEFIT		\$30,000.00		\$30,000.00		\$0.00
APPROVED OFFER AMOUNT		\$112,150.00		\$92,450.00		\$0.00
UTILITY ADJUSTMENT		\$0.00		\$0.00		\$0.00
(LAND OWNER) TOTAL		\$112,150.00		\$92,450.00		\$0.00
TENANT IMPROVEMENT/S TOTAL						
FORM 2 GRAND TOTAL				\$92,450.00		

ORIGINAL AREA SUMMARY		
ORIGINAL AREA BEFORE	ORIGINAL AREA ACQUIRED	ORIGINAL AREA AFTER
4.518 Acres	Acres	4.518 Acres

ALTERNATE AREA SUMMARY	
ALTERNATE AREA ACQUIRED	ALTERNATE AREA AFTER ACQUISITION
Acres	

COMMENTS TO NEGOTIATOR

Revised offer based on plans revision date 10-28-2013 reducing the construction easement area. Values rounded.

Form2 Date: 11/13/2013

Approved By: Merritt Creasman
Merritt Creasman
TN CG-1641

REVISED

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AGREEMENT OF SALE**

(RETURN)

STATE PROJECT 33018-2208-14 COUNTY/S HAMILTON
FEDERAL PROJECT NHE-29(72) TRACT # 2

This agreement entered into on X between THE CITY OF CHATTANOOGA, TENNESSEE

, herein after called Seller, and the Department of Transportation, hereinafter called Department, shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the Department.

A. The Seller hereby offers and agrees to convey to the Department all interest in the lands identified as TRACT 2 on the right-of-way plan for the above referenced project upon the Department tendering the purchase price of \$92,450.00, said tract being further described on the attached legal description.

B. The Department agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The Department will reimburse the Seller for expenses incident to the transfer of the property to the Department. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements Not Applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes \$0.00 to compensate the owner for his expenses.

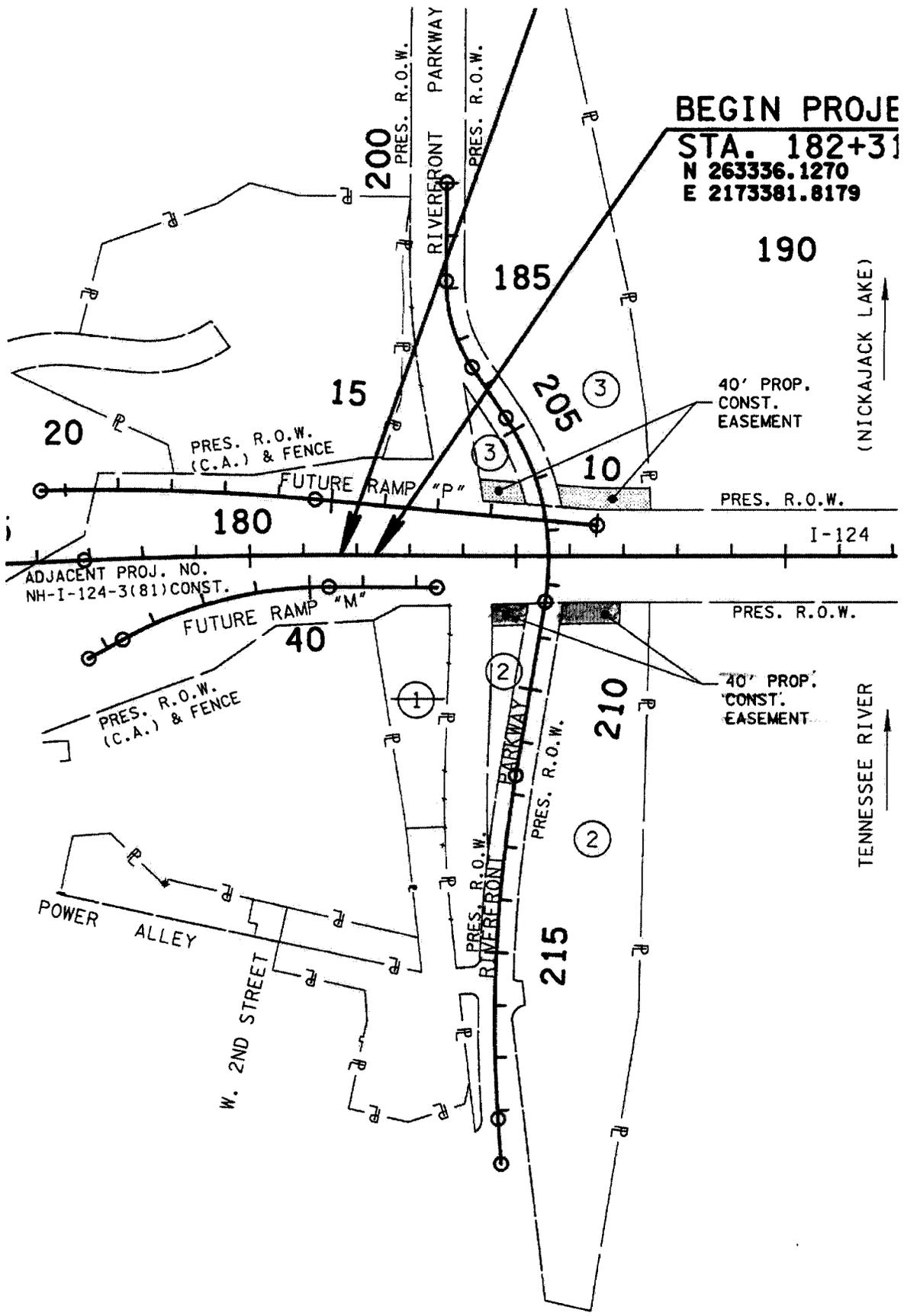
E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property:

G. The Seller agrees not to change the condition of the property between the date of this Agreement and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S) X

Title: _____



BEGIN PROJE
STA. 182+31
 N 263336.1270
 E 2173381.8179

ADJACENT PROJ. NO.
 NH-I-124-3(81) CONST.

PROPERTY OWNERS

C

GAH/gah
Federal Project No. NHE-29(72)
State Project No. 33018-2208-14
Hamilton County, Tract No. 2
Owner: THE CITY OF CHATTANOOGA, TENNESSEE
Grantee: State of Tennessee

LEGAL DESCRIPTION

EXHIBIT "A"

Parcel No. 1:

Being a temporary construction easement on Highway Project No. NHE-29(72) and lying east of and adjacent to the present right-of-way line of S.R.29(U.S.27 and beginning 130.44 right of project centerline station 184+54.36 and ending 128.85 feet right of project centerline station 185+15.23 and having a width of 40 feet.

The above described parcel of land is hereby conveyed as a temporary easement for "for construction of crane pads and working areas". The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of 3 (THREE) years from and after the commencement of construction.

Parcel No.2:

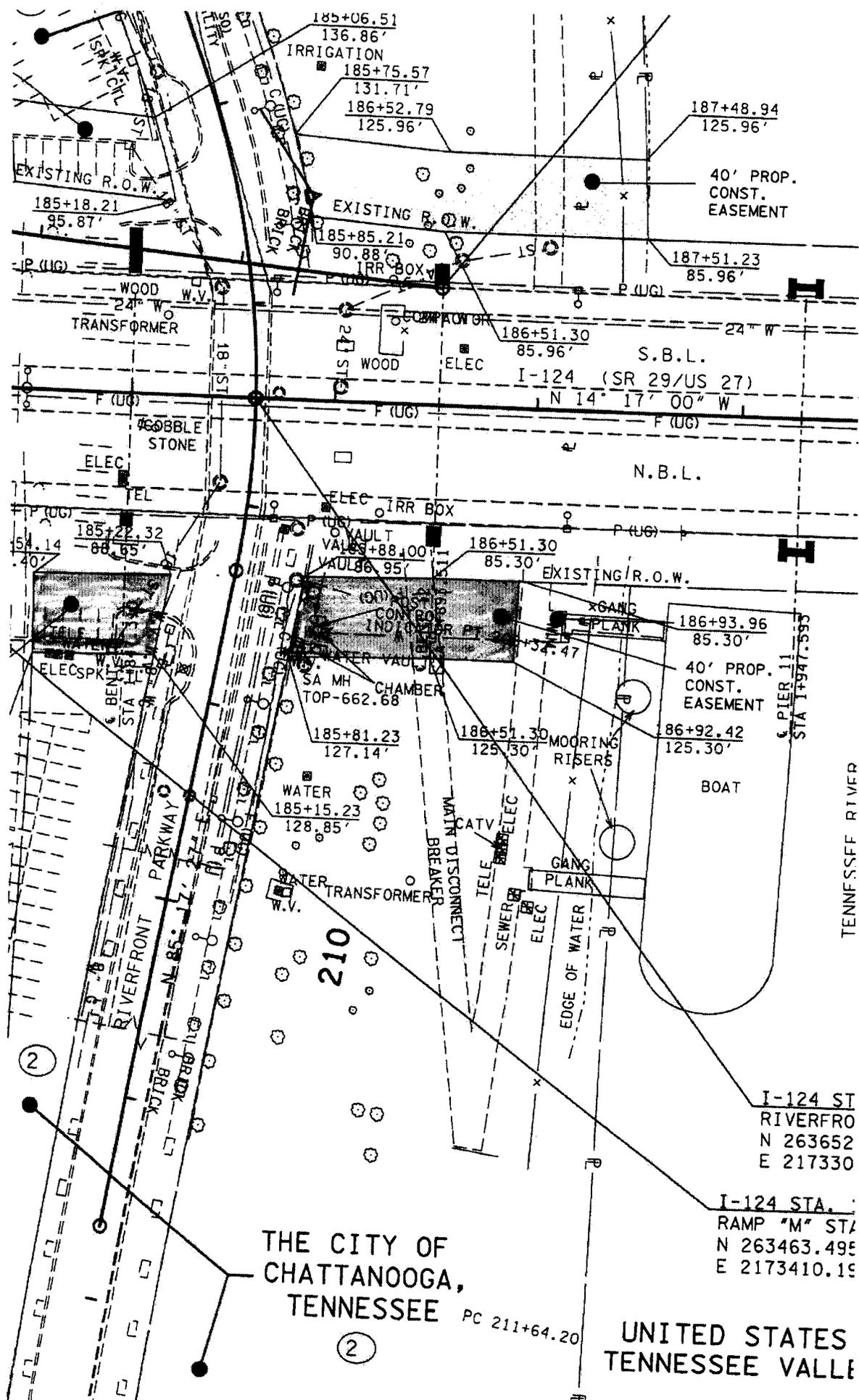
Being a temporary construction easement on Highway Project No. NHE-29(72) and lying east of and adjacent to the present right-of-way line of S.R.29(U.S.27 and beginning 86.95 feet right of project centerline station 185+88 and ending 85.30 feet right of project centerline station 186+93.96 and having a width of 40 feet,

Parcels 1 & 2 containing 6937 square feet more or less.

The above described parcel of land is hereby conveyed as a temporary easement for "for construction of crane pads and working areas". The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of 3 (THREE) years from and after the commencement of construction.

REFERENCE: All boundaries and descriptions as shown on plans for Highway Project No. NHE-29(72) Right-of-Way on file in the Office of the Department of Transportation in Nashville, Tennessee.

TENNESSEE D. O. T.	
REGION II	
ENGINEERING DESCRIPTION CHECKED	
BY <i>BTD</i>	DATE <i>11-14-13</i>



THE CITY OF
CHATTANOOGA,
TENNESSEE

UNITED STATES
TENNESSEE VALLEY

I-24 ST
RIVERFRONT
N 263652
E 217330

I-24 STA.
RAMP "M" STA
N 263463.495
E 2173410.15

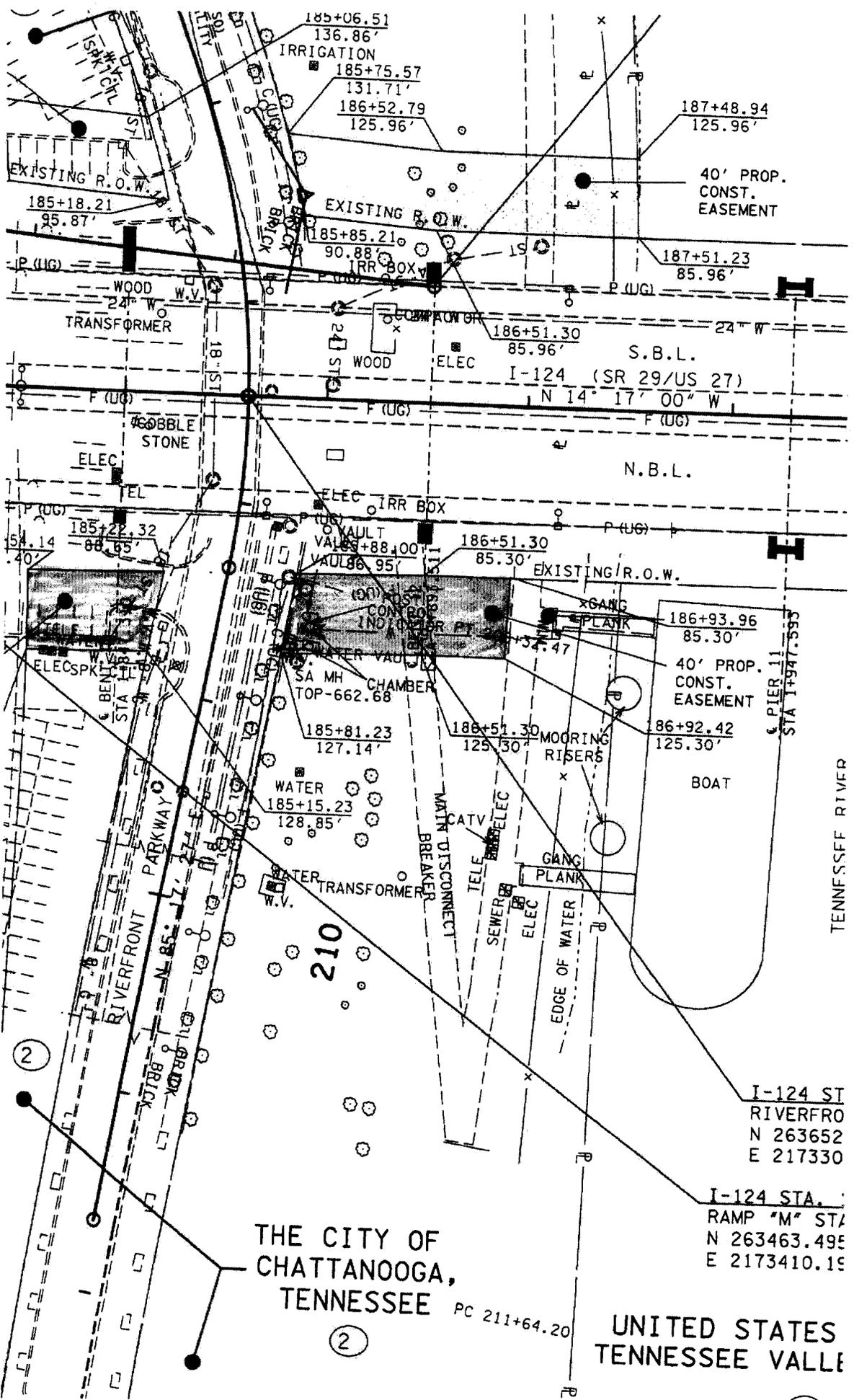
210

2

2

PC 211+64.20

TENNESSEE RIVER



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

<u>PROJECT</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
NHE-29(72)	Hamilton	2	

This Temporary Construction Easement Agreement (the "Easement Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Chattanooga, Tennessee, a municipal corporation existing under the laws of the State of Tennessee ("Grantor"), and the State of Tennessee ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of record of the property described in the Warranty Deed as recorded in the Office of the Hamilton County Register in Book 2166, Page 183 (the "Property"); and

WHEREAS, Grantee desires to obtain a Temporary Construction Easement over a Portion of the Property (the "Easement Area") for the purpose of constructing crane pads and a Work area in connection with the construction of new lanes and/or shoulders to the existing Olgiate Bridge (the "Work Area"); and

WHEREAS, Grantor desires to grant this easement to Grantee, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby bargain and sell and, by these presents, does transfer and convey unto the Grantee an easement for the land located in Hamilton County, Tennessee, as evidenced by a drawing showing the Easement Area on Exhibit "A," attached hereto and incorporated herein by reference, and being more particularly described as follows:

Parcel No. 1: Being a temporary construction easement on Highway Project No. NHE-29(72) and lying east of and adjacent to the present right-of-way line of S.R.29(U.S.27 and beginning 130.44 right of project centerline station 184+54.36 and ending 128.85 feet right of project centerline station 185+15.23 and having a width of 40 feet.

The above described parcel of land is hereby conveyed as a temporary easement for "for construction of crane pads and working areas." The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

Parcel No.2: Being a temporary construction easement on Highway Project No. NHE-29(72) and lying east of and adjacent to the present right-of-way line of S.R.29(U.S.27 and beginning 86.95 feet right of project centerline station 185+88 and ending 85.30 feet right of project centerline station 186+93.96 and having a width of 40 feet.

Parcels 1 and 2 containing 6937 square feet more or less.

The above described parcel of land is hereby conveyed as a temporary easement for "for construction of crane pads and working areas". The title to the above described land remains vested in the grantor and is to be used by the State of Tennessee, its contractors or assigns for a period of three (3) years from and after the commencement of construction.

REFERENCE: The legal descriptions of the property rights conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department.

This conveyance is made in consideration of Ninety-two Thousand Four Hundred Fifty Dollars, (\$92,450.00) cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said easement and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey the easement and the same is unencumbered.

And Grantor does further covenant and bind itself and its representatives, to warrant and forever defend the easement to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This conveyance is made and accepted subject to the following conditions:

1. **Third-Party Claims.** Subject to the provisions of T.C.A. sections 9-8-301 *et seq.*, Grantee shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by Grantee on the herein described property, excepting any such injury, damage or loss caused, in whole or part, by the negligence or fault of the Grantor.
2. **Liability.** The parties acknowledge that Grantee is self-insured under the Tennessee Claims Commission Act. T.C.A. section 9-8-301 *et seq.* which covers certain tort liability for actual damages up to \$300,000 per claimant and \$1,000,000 per occurrence.
3. **Maintenance of Easement Area.** Grantee, at its sole cost and expense, shall maintain the Easement Area in good order and repair during the time of this Easement Agreement and any extensions, renewals or holdovers.
4. **Easement Area Tenant.** Grantor advises that it has entered into that certain Berthing Agreement by and between the City of Chattanooga and the Chattanooga Riverboat Company, Inc. dated March 12, 1999; amended by that certain Revised and Extended Berthing Agreement dated March 1, 2004, by and among Chattanooga Downtown Development Corporation, City of Chattanooga, and Chattanooga Riverboat Company; and Addendum to Chattanooga Riverboat Agreement dated August 14, 2011, assigning all of Chattanooga Riverboat Company's rights and responsibilities under the Revised and Extended Berthing Agreement to the Reinert Group, LLC and Second Amendment to Berthing Agreement dated _____, 2014.

Grantor and Grantee agree that the determination as to whether the Reinert Group, LLC, is entitled to any relocation expenses associated with moving the excursion boat known as the M/V Southern Belle/Pier 2 will be determined by Grantee in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, *et seq.*); the regulations governing the Relocation Assistance Program (Tennessee Rules and Regulations, Chapter 1680-06-02).
5. **Approval/Consent.** Each party hereby represent to the other that all approvals and consents have been obtained authorizing the execution of this Easement Agreement by such parties.

6. **Notices.** Any notices, requests, and demands, or other communications required or committed under this Easement Agreement shall be in writing and shall be effective upon receipt:

Grantor: City of Chattanooga
ATTN: Director of General Services
101 E. 11th Street
Chattanooga, TN 37402

With a copy to: City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

Grantee: State of Tennessee Department of Transportation
Attn: Tamara Hicks, LPA Coordinator
4005 Cromwell Road
Chattanooga, Tennessee 37422

Any party may change its address for notices under this Easement Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

7. **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.

8. **Miscellaneous Provisions.** 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. This Easement Agreement may not be modified except by a document in writing. This Easement Agreement is binding upon, and enforceable by, the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Tennessee.

Witness our hands this ____ day of _____, 2014.

CITY OF CHATTANOOGA TENNESSEE

By: _____
Printed Name: _____
Title: _____

STATE OF TENNESSEE

By: _____
Printed Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, a Notary Public, in and for said County and State, ANDY BERKE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the City of Chattanooga, Tennessee, and that, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Mayor of Chattanooga, Tennessee by himself as such Mayor.

WITNESS my hand and official seal at office this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public, in and for said County and State, JOHN C. SCHROER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Commissioner of Transportation, and that, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the State of Tennessee by himself as such Commissioner.

WITNESS my hand and official seal at office in Nashville, Tennessee, this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

This Instrument Prepared By:
Tennessee Department of Transportation
Region II - Right of Way
P.O. Box 22368
Chattanooga, TN 37422

Easement(s) Owner's Name and Address:
State of Tennessee
Tennessee Department of Transportation
Nashville, TN 37243-0337

Mail Tax Bills To:
Tax exempt

