



**CITY OF BELLE MEADE, TENNESSEE  
PERMIT FOR STREET CUT AND RIGHT OF WAY EXCAVATION**

**PERMIT NUMBER: 20** \_\_\_\_\_ - \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, between the City of Belle Meade, a Municipal Corporation in Davidson County,  
Tennessee (the "City"), by and through its authorized agent, Beth Reardon, City  
Manager of Belle Meade, and \_\_\_\_\_  
(Applicant name, address, & contact phone number)

\_\_\_\_\_, its heirs, successors and  
assigns, all of whom are bound by this agreement (collectively "Permittee").

1. **Street Cut:** In consideration for the promises and other consideration  
recited herein, the City grants Permittee the revocable privilege to cut or excavate  
\_\_\_\_\_ (the "Roadway"), which is located in  
(Name of street / nearest house number)  
the City for the sole purpose of \_\_\_\_\_  
(Description of work)  
\_\_\_\_\_ (the "Work"), for the period  
beginning \_\_\_\_\_ and ending \_\_\_\_\_.

2. **Permit Fee:** \$300.00 as per Resolution 2005-02, eff. June 15, 2005.

3. **Workmanship:** Permittee promises, agrees and warrants as follows:

- a. It shall perform the Work in a safe and skillful manner, and assure  
and guarantee at all times the safety of the citizens of Belle Meade and general public.
- b. It shall perform the Work in a manner that assures that no more  
than one lane of the Roadway is blocked at any time, so as to permit motor vehicles to  
pass in at least one direction at all times.

c. It shall assure that the Roadway is restored to a condition satisfactory to the City upon completion of the Work (the Repairs).

d. Permittee's duties under this Section 3(c) shall not be deemed completed until the Work and Repairs have been inspected and approved by the City Public Works Director.

4. **Indemnity Against All Damages to Person or Property:** Permittee shall indemnify and save harmless the City from and against any and all liability for any and all property damages and personal injuries arising out of the Work and Repairs.

a. Property Damages: It shall repair and restore all damage caused by the Work and Repairs, including without limitation any damages to the right of way immediately adjacent thereto. Insofar as such damage is repaired by the construction company now under annual contract with the City, Permittee agrees to indemnify, hold harmless and reimburse the City for all costs and expense of such repairs.

b. Personal Injury and Other Damages: Permittee shall indemnify and hold harmless the City of Belle Meade, and its citizens, from and against all personal injuries, claims expenses, liability or other damages arising in connection with the Work and Repairs.

Executed in triplicate\* this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

REQUESTED BY:

CITY OF BELLE MEADE  
APPROVED BY:

\_\_\_\_\_  
Signature, Applicant

\_\_\_\_\_  
Signature, City Manager

\*Distribution:  
Original – Recorder  
Copy & Code Section – Contractor  
Copy – Public Works Director

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**CONTRACT CERTIFICATE**

I, \_\_\_\_\_ Public Works Director of the City of Belle Meade, have inspected the Work and Repairs to the Roadway, as granted in the agreement above, and provide this certification as required by Section 2(d) above that the conditions of Section 2(c) above have been satisfied.

\_\_\_\_\_  
(Signature, Public Works Director)

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

RETURN FORM TO CITY RECORDER'S OFFICE WHEN COMPLETE