



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, the City Manager of Belle Meade, and

(Applicant Name & Address)

, its heirs, successors and assigns, all of whom are (Applicant's Phone Number)

bound by this agreement (collectively "Permittee". In consideration for the promises and other consideration recited herein, the City grants Permittee the revocable privilege to (Check applicable box) Cut or Excavate

(the "Roadway"), which is located in the (Name of Street/Nearest House Number)

City for the sole purpose of (Description of Work)

(the "Work"), for the period beginning and ending.

- 1. Permit Fee: Per Resolution 2021-05, effective July 1, 2021
A. Right-of-Way Excavation...\$300.00
B. Street Cut ...\$500.00

- 2. Workmanship: Permittee promises, agrees, and warrants as follows:
a. Permittee shall perform the Work in a safe and skillful manner and assume and guarantee at all times the safety of the citizens of Belle Meade and general public.
b. Permittee 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. Permittee 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 2(c) shall not be deemed completed until the Work and Repairs have been inspected and approved by the City Public Works Director or Assistant Director.
3. **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:** Permittee 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 _____, 20 _____.

**CITY OF BELLE MEADE
APPROVED BY:**

REQUESTED BY:

Signature, Applicant

Signature, City Manager

***Distribution:**

- Original – City Recorder
- Copy & Code Section – Contractor
- Copy – Public Works Director



**CITY OF BELLE MEADE, TENNESSEE
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CONTRACT CERTIFICATE

I, _____ Public Works Director/Assistant
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/Assistant Director

This _____ day of _____, 20 _____.

RETURN FORM TO CITY RECORDER'S OFFICE WHEN COMPLETE