

This Instrument Prepared By:  
Mallory Valley Utility District  
P. O. Box 936  
Franklin, TN 37065  
(615) 628-0237

Easements across Property at:  
Book 4576 Page 670 ROWCT  
Tax Map 36, Parcel 52.00

**EXCLUSIVE WATER UTILITY EASEMENT**  
**COF Contract No. 2016-0115**

For and in consideration of the sum of Seven Hundred Ninety Five and No/100 Dollars (\$795.00) cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **City of Franklin, Tennessee**, hereinafter referred to as "**Grantor**," has this day bargained and sold, and by these presents does hereby transfer and convey unto **Mallory Valley Utility District of Williamson County, Tennessee**, hereinafter referred to as "**Mallory Valley**", exclusive, permanent water utility easement and a temporary construction easement (the Easements) across **Grantor's** real property at 7001 Moores Lane of record in Book 4576, Page 670 of the Williamson County Register of Deeds Office and identified as Williamson County Map 36, Parcel 52.00. The Easements are more particularly described and depicted on shown on Exhibit 1 which is attached hereto and made a part hereof as if copied herein verbatim.

1. **Mallory Valley's** rights in this conveyance shall include, but shall not be limited to, the following:

(a) **Mallory Valley** shall have the right to excavate for, install, replace, maintain, repair, patrol and use the Easements for its water lines, with the necessary and proper valves, appurtenances, fittings, and equipment, for its meters and for other water system improvements in the operation of its water distribution system. **Mallory Valley** through its agents and employees shall have the right to come upon the Easements at any time to exercise any of the foregoing rights and to use such trucks, tools, excavation equipment and the like as may be reasonably necessary.

(b) **Mallory Valley** shall have the right to access the Easements for ingress to and egress from the public rights-of-way from all points along the Easements.

(c) **Mallory Valley** shall have the right after reasonable notice to the owner to trim and to cut down and clear away any vegetation or other thing within the Easements, which interferes with or increases the cost of the exercise of **Mallory Valley's** rights granted herein.

(d) **Mallory Valley** shall have and retain the right to mark the location of the Easements and the location and benchmark depth of pipelines within it by suitable markers installed at surface level along the route of the Easements.

(e) **Mallory Valley** shall have the right, after reasonable notice to the owner to cut any existing pavement or any pavement installed in the future within the Easements as **Mallory Valley** deems to be necessary in the exercise of its rights granted herein.

(f) **Mallory Valley** shall have a ten (10) foot temporary construction easement on one side of and parallel to the exclusive, permanent easements, unless otherwise noted on the attached exhibit.

2. **Mallory Valley** shall have the following duties in using the Easements:

(a) All water line construction within the Easements shall meet and conform to the latest edition of the **Mallory Valley** technical specifications approved by the Tennessee Department of Environment and Conservation.

(b) After the installation, repair, maintenance, or replacement of the water line or other water facilities in the Easements, **Mallory Valley** shall recompact the soil, return the surface of the Easements to the same general grade as existed prior to such installation, repair, maintenance, or replacement, replace the top soil, overseed and apply straw to the disturbed area. **Mallory Valley** will protect or replace any minor shrubbery damaged by such installation, repair, maintenance, or replacement. If in exercising the rights granted by these Easements **Mallory Valley** cuts or removes any of the existing pavement, then **Mallory Valley** shall fill and recompact the area of construction in accordance with the latest edition of the **City of Franklin** technical specifications and shall replace the pavement in-kind.

(c) **Mallory Valley** shall be responsible for all costs associated with the relocation of its facilities should the **Grantor** need to widen the roadway, install City of Franklin utilities or make site related improvements along which this Easement is being granted. Should a relocation of the water facilities become necessary due to no fault of **Mallory Valley**, then Grantor shall dedicate a relocated easement for **Mallory Valley's** use.

3. **Grantor** accepts the following duties and restrictions:

(a) **Grantor** shall not erect or construct any structure within the Easements or pave over the Easements, except for the installation of pavement for private or public driveways which cross the Easements.

(b) **Grantor** shall not voluntarily grant easements to others (Excluding City of Franklin utilities) within the Easements, or voluntarily allow any other use of the Easements without the prior written consent of **Mallory Valley**. **Mallory Valley** agrees it will grant the right for other utilities to cross the Easements provided such crossings meet and conform to the latest edition of the **Mallory Valley** technical specifications.

(c) **Grantor** shall not diminish or substantially add to or remove the ground cover over the pipelines and appurtenances to be installed within the Easements. The earthen fill within the Easements shall at no point exceed fifty-four (54) inches from the top of the pipelines to the finished grade. The minimum earthen cover above the top of pipelines shall not be less than thirty (30) inches. Any slopes cut or filled shall not exceed a 5H to 1V grade. **Grantor** will notify **Mallory Valley** and obtain **Mallory Valley's** consent prior to making any significant change in the grade level within the Easements.

(d) **Grantor** will plant no trees within the Easements so as to create a hazard to the underground water lines or other water facilities to be installed by **Mallory Valley**. **Grantor** will plant and maintain only grasses and minor shrubbery within the Easements.

(e) **Grantor** shall have the sole right and responsibility of mowing, maintaining and caring for the surface of the Easements, except as stated above in paragraphs 2(b).

These Exclusive Easements shall attach to and run with the land and shall be binding upon everyone who may hereafter come into ownership of said Easements, and all rights conveyed herein shall belong to **Mallory Valley** its successors and assigns forever.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the **Grantor** caused by the installation, operation, and maintenance of Mallory Valley's water facilities within the Easements.

**Grantor** does covenant with **Mallory Valley** that **Grantor** is lawfully seized and possessed of the Easements in fee simple, that **Grantor** has a good and lawful right to sell and convey the same, and that the Easements are free and clear from any lien and encumbrance whatsoever.

**Grantor** further covenants and binds itself, its representatives, and its successors to warrant and forever defend the title to the said Easements to **Mallory Valley**, its successors and assigns against the lawful claims and demands of all persons whomsoever.

**Approved by the Franklin Board of Mayor and Aldermen on \_\_\_\_\_, 2016.**

**CITY OF FRANKLIN, TENNESSEE:**

**ATTEST:**

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

By: \_\_\_\_\_  
Eric S. Stuckey  
City Administrator

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

STATE OF TENNESSEE )  
 )  
COUNTY OF WILLIAMSON )

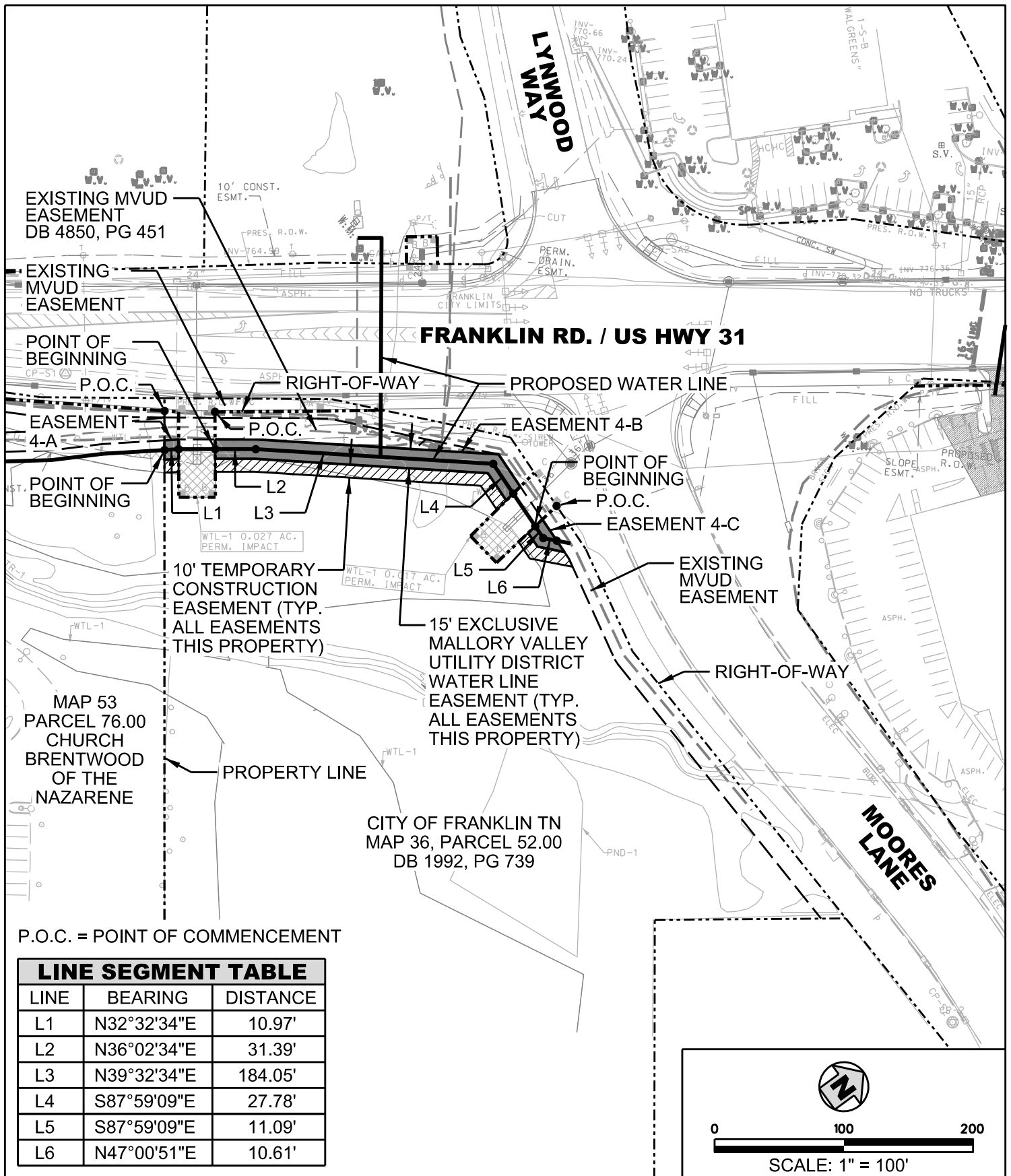
Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

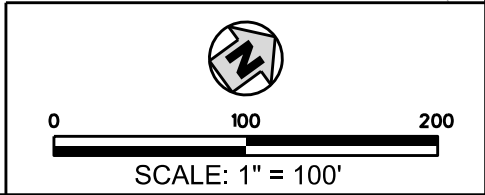
Approved as to form by:

\_\_\_\_\_  
Kristen L. Corn, Assistant City Attorney



P.O.C. = POINT OF COMMENCEMENT

LINE SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	N32°32'34"E	10.97'
L2	N36°02'34"E	31.39'
L3	N39°32'34"E	184.05'
L4	S87°59'09"E	27.78'
L5	S87°59'09"E	11.09'
L6	N47°00'51"E	10.61'



**HETHCOAT**  **DAVIS**  
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300  
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

MAP SHOWING  
DEDICATION OF EASEMENT  
TO: MALLORY VALLEY UTILITY DISTRICT  
FROM: CITY OF FRANKLIN TN

EASEMENT NO. 4  
MAP NO. 36  
PARCEL NO. 52.00  
H&D PROJECT NO.  
1016-18

**EASEMENT 4-A DESCRIPTION**

A 15' wide Permanent Exclusive Water Line Easement crossing a parcel of land owned by the City of Franklin TN, said parcel being shown on Parcel 52.00 of Map 36 of the Williamson County, TN mapping system, and recorded in Deed Book 1992, Page 739 in the Register's Office of Williamson County, Tennessee. The Centerline of said easement is as described below and depicted on Page 1 of 4.

Commencing at the southwest corner of said parcel, said corner being further described as a common corner between Parcel 52.00 of Map 36 and Parcel 76.00 of Map 53 and on the easterly right-of-way boundary of Franklin Road.

Thence from the Point of Commencement with the common boundary between Parcel 52.00 of Map 36 and Parcel 76.00 of Map 53 S53°58'56"E, 30.33' to a point said point being the Point of Beginning.

Thence from the Point of Beginning N32°32'34"E, 10.97' (L1) to a point on a common boundary between Parcel 52.00 of Map 36 and a southerly right-of-way boundary of Franklin Road, said point being S54°5'39"E, 28.79' from a northwesterly corner of said parcel, said corner being further described as a common corner between Parcel 52.00 of Map 36 and an easterly right-of-way boundary of Franklin Road.


The Permanent Exclusive Water Line Easement contains 110 square feet (0.0025 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 4. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

**NOTES:**

1. THIS EASEMENT IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07.

<p><b>HETHCOAT</b>  <b>DAVIS</b> ENGINEERS PLANNERS</p> <p>278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300 BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216</p>	<p><b>MAP SHOWING DEDICATION OF EASEMENT TO: MALLORY VALLEY UTILITY DISTRICT FROM: CITY OF FRANKLIN TN</b></p>	<p><b>EASEMENT NO. 4 MAP NO. 36 PARCEL NO. 52.00</b></p> <hr/> <p><b>H&amp;D PROJECT NO. 1016-18</b></p>
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**EASEMENT 4-B DESCRIPTION**

A 15' wide Permanent Exclusive Water Line Easement crossing a parcel of land owned by the City of Franklin TN, said parcel being shown on Parcel 52.00 of Map 36 of the Williamson County, TN mapping system, and recorded in Deed Book 1992, Page 739 in the Register's Office of Williamson County, Tennessee. The Centerline of said easement is as described below and depicted on Page 1 of 4.

Commencing at a southwest corner of said parcel, said corner being further described as a common corner between Parcel 52.00 of Map 36 and on the easterly right-of-way boundary of Franklin Road.

Thence from the Point of Commencement with a common boundary between Parcel 52.00 of Map 36 and a northerly right-of-way boundary of Franklin Road S54°14'3"E, 28.86' to a point said point being the Point of Beginning.

Thence from the Point of Beginning N36°02'34"E, 31.39' (L2) to a point.

Thence N39°32'34"E, 184.05' (L3) to a point.

Thence S87°59'09"E, 27.78' (L4) to a point on a common boundary between Parcel 52.00 of Map 36 and a northerly right-of-way boundary of Moores Lane, said point being S8°40'37"E, 22.90' from a northeasterly corner of said parcel, said corner being further described as a common corner between Parcel 52.00 of Map 36 and a southerly right-of-way boundary of Moores Lane.


The Permanent Exclusive Water Line Easement contains 3,649 square feet (0.0838 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 4. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

**NOTES:**

1. THIS EASEMENT IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07.

 <p>278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300 BRENTWOOD, TN 37027 • BIRMINGHAM, AL 35216</p>	<p>MAP SHOWING DEDICATION OF EASEMENT TO: MALLORY VALLEY UTILITY DISTRICT FROM: CITY OF FRANKLIN TN</p>	<p>EASEMENT NO. 4 MAP NO. 36 PARCEL NO. 52.00 H&amp;D PROJECT NO. 1016-18</p>
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**EASEMENT 4-C DESCRIPTION**

A 15' wide Permanent Exclusive Water Line Easement crossing a parcel of land owned by the City of Franklin TN, said parcel being shown on Parcel 52.00 of Map 36 of the Williamson County, TN mapping system, and recorded in Deed Book 1992, Page 739 in the Register's Office of Williamson County, Tennessee. The Centerline of said easement is as described below and depicted on Page 1 of 4.

Commencing at a northwest corner of said parcel, said corner being further described as a common corner between Parcel 52.00 of Map 36 and the southerly right-of-way boundary of Moores Lane.

Thence from the Point of Commencement with the common boundary between Parcel 52.00 of Map 36 and the easterly right-of-way boundary of Moores Lane S7°26'01"E, 22.81' to a point said point being the Point of Beginning.

Thence from the Point of Beginning S87°59'09"E, 11.09' (L5) to a point.

Thence N47°00'51"E, 10.61' (L6) to a point on the southerly boundary of an existing Mallory Valley Utility District Easement.


The Permanent Exclusive Water Line Easement contains 325 square feet (0.0075 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 4. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

**NOTES:**

1. THIS EASEMENT IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07.

 <p>278 FRANKLIN ROAD, SUITE 200 BRENTWOOD, TN 37027</p> <p>• 300 VESTAVIA PARKWAY, SUITE 2300 BIRMINGHAM, AL 35216</p>	<p>MAP SHOWING DEDICATION OF EASEMENT TO: MALLORY VALLEY UTILITY DISTRICT</p> <p>FROM: CITY OF FRANKLIN TN</p>	<p>EASEMENT NO. 4 MAP NO. 36 PARCEL NO. 52.00</p> <hr/> <p>H&amp;D PROJECT NO. 1016-18</p>
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