

City of
Franklin

AGREEMENT FOR DEDICATION OF EASEMENT
FOR
UTILITY CONSTRUCTION
Easement #14
Prepared By: SSR, Inc.
2995 Sidco Drive
Nashville, TN 37204

BK/PG: 4405/89-96
07048350

| | | |
|----------|------------|----------|
| EASEMENT | 10/18/2007 | 03:18 PM |
| BATCH | 110520 | |
| REG FEE | 0.00 | |
| TRN FEE | 0.00 | |
| REC FEE | 40.00 | |
| DP FEE | 2.00 | |
| REG FEE | 0.00 | |
| TOTAL | 42.00 | |

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

Mailing Address:
William S. Carman Jr.
112 Lee Circle
Franklin, TN 37064

Property Address:
112 Lee Circle
Franklin, TN 37064

Map No. 106 Parcel 155.00
Deed Book 1591 Page 715

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of which are all hereby acknowledged, the undersigned do hereby grant, bargain, sell transfer and convey unto the City of Franklin, Tennessee, its successors and assigns forever, an easement described as follows:

Permanent Easement

A 30-foot permanent utility easement, the centerline of which is more particularly described as follows: Beginning at a point on the northern property boundary, said point lying approximately 261 feet east of the northwest property corner; thence in a southeasterly direction approximately 50 feet to a point; thence in a southerly direction approximately 230 feet to a point; thence in a southeasterly direction approximately 200 feet to a point; thence in a southerly direction approximately 229 feet to the end point on the southern property boundary, said point lying approximately 259 feet northeast of the southwest property corner. The total area encompassed by the easement is approximately 19,628 square feet (0.45 acre).

Temporary Easement #1

A 20-foot wide temporary construction easement, lying parallel and adjacent to the western boundary of the aforescribed permanent utility easement is

included and shall remain in effect until the completion of construction. The total area encompassed by the easement is approximately 14,527 square feet (0.33 acre).

Temporary Easement #2

A 50-foot wide temporary construction easement, lying parallel and adjacent to the eastern boundary of the aforescribed permanent utility easement is included and shall remain in effect until the completion of construction. The total area encompassed by the easement is approximately 34,071 square feet (0.78 acre).

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace, and inspect sewer and water facilities and communication lines within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to the City of Franklin, Tennessee, its successors and assigns forever. I/we do hereby covenant with said City of Franklin, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Water and Sewer Department, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. The City of Franklin hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the aforesaid improvements.

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the Grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hands this, the 4th day of September, 2009.

William S. Carman Jr.
(SIGNATURE)

William S. Carman Jr.
(PRINTED NAME)

STATE OF: TENNESSEE

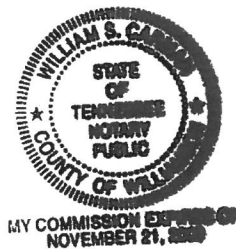
COUNTY OF: WILLIAMSON

Personally appeared before me, William S. Carman,
a Notary Public in and for said State and County, the within named
William S. Carman Jr. the bargainer(s), with whom I am personally acquainted, and
who acknowledge that he executed the within instrument for
the purposes therein contained.

Witness my hand and seal at Franklin,
TN, this 4th day of September, 2009.

William S. Carman
Notary Public

My commission expires: 11-21-2009



ATTEST:

CITY OF FRANKLIN, TENNESSEE

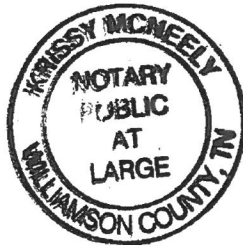
James R. Johnson
JAMES R. JOHNSON,
CITY ADMINISTRATOR

Thomas R. Miller
TOM MILLER,
MAYOR

STATE OF: TENNESSEE

COUNTY OF: WILLIAMSON

Personally appeared before me, JAMES R. JOHNSON AND TOM MILLER, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledge themselves to be the City Administrator/Recorder and Mayor of the City of Franklin, Tennessee, respectively, and that as such City Administrator/Recorder and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Kressy M. McNeely
Notary Public

My commission expires: 4/12/10

SPECIAL EASEMENT CONDITIONS

Williams S. Carman Jr.

- ✓ 1. The City agrees to convey to the Property Owner one (1) Sanitary Sewer Tap Fee (current value – \$4,075.00) to be attached to and used for this property only for future sanitary sewer connection to the City of Franklin’s sanitary sewer system. It is understood that the tap fee conveyed in this agreement includes all current and future fees charged by the City for such tap connection to the Franklin sanitary sewer system. The property owner has the option of declining the rights to the Sanitary Sewer Tap and taking the value as a one time cash payment.
2. The City agrees to convey to the Property Owner the sum of \$2,250.00 cash.
3. The City agrees to provide a physical sanitary sewer connection on the Property Owner’s property to the proposed pipeline. The connection will be made at the pipe, then a vertical service line will be installed and capped to provide a sewer connection at a depth of approximately 5 feet. The location will be marked and entered into the City of Franklin GIS system for future reference.
4. The City agrees to connect the Property Owner to the sanitary sewer where construction has damaged their existing sewage drip fields to the point of being in-operable. This construction work will be done at the City’s expense. It will be the Property Owner’s responsibility to provide adequate evidence that his or her drip fields were damaged.
5. If the Property Owner has declined the rights to the Sanitary Sewer Tap and taken the one time cash payment of \$4,075.00 and his or her drip fields are damaged, it is the Property Owner’s responsibility to pay all current sanitary sewer tap fees charged by the City for a tap connection.
6. The City agrees to convey to the Property Owner one (1) Reclaimed Water Tap Fee (current value – \$500.00) to be attached to and used for this property only for future connection to the City of Franklin’s reclaimed water system. It is understood that the tap fee conveyed in this agreement includes all current and future fees charged by the City for such tap connection to the Franklin reclaimed water system. This condition **only** waves the tap fee. Additional connection charges will apply if the property owner chooses to connect to the system.