

RESOLUTION 2019-71

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY AT 116 ALPHA DRIVE FOR THE SHADOW GREEN SANITARY SEWER PROJECT

WHEREAS, the City of Franklin (City) has determined that certain improvements are necessary, suitable, and desirable for the public welfare for the 116 Alpha Drive portion of the Shadow Green Sanitary Sewer Project; and

WHEREAS, these improvements are generally described as the construction of approximately 282 feet of 10-inch sanitary sewer line as well as all appurtenances needed for the construction; and

WHEREAS, it will be necessary for the City to obtain an easement from the landowner for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to construct sanitary sewer and water lines, pursuant to T.C.A. §29-17-301 *et seq.*, and to acquire easements necessary for proper completion of the said Project, and that the acquisition of such easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and/or City Attorney are authorized to obtain the necessary permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2019.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

William E. Squires
Assistant City Attorney

This Instrument Was Prepared By:

**City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065**

**OWNER: Boyce C. Magli and wife,
Cheryl S. Magli**

TAX MAP: 90G

PARCEL: 009.00

PROJECT: Shadow Green Offsite Sewer

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
COF Contract No. 2019-0114**

That for and in consideration of the sum of **Ten and No/100 Dollars (\$10.00)**, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Boyce C. Magli and wife, Cheryl S. Magli** do hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a Temporary Construction Easement all of which is more particularly described on attached **Exhibit A** and depicted on attached **Exhibit B**, which are made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon completion of the construction, this Temporary Construction Easements shall be abandoned.

To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/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 completion of construction, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the improvements located on property adjoining the Temporary Construction Easement or interfere with the operation or maintenance thereof. The City of Franklin, Tennessee hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or 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 improvements located on property adjoining the Temporary Construction Easement. 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 against the claims of all person whomsoever.

This Temporary Construction Easement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument.

(Signatures on Page 2)

WITNESS my/our hand(s), this _____ day of _____, 2019.

(Signature)

(Printed Name) **Boyce C. Magli**

(Signature)

(Printed Name) **Cheryl S. Magli**

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named **Boyce C. Magli and wife, Cheryl S. Magli**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey

City Administrator

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____



16-155/0722

EXHIBIT "A"
TEMPORARY EASEMENT DESCRIPTION
THE BOYCE C. MAGLI AND CHERYL S. MAGLI PROPERTY

A TEMPORARY CONSTRUCTION EASEMENT, 20 FEET IN WIDTH, RUNNING OVER AND ACROSS THE PROPERTY DEEDED TO BOYCE C. MAGLI AND CHERYL S. MAGLI BY DEED RECORDED IN BOOK 223, PAGE 392, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE MAGLI PROPERTY ALSO BEING THE SOUTHEAST CORNER OF LOT 38 AS SHOWN ON THE PLAT OF THE "FIRST REVISION, FRANKLIN INDUSTRIAL PARK" RECORDED IN PLAT BOOK 4, PAGE 67, R.O.W.C.T.; THENCE, WITH THE EAST LINE OF LOT 38, NORTH 06°26'18" EAST, 29.89 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING WITH THE EAST LINE OF LOT 38, NORTH 6°26'18" EAST, 20.04 FEET TO A POINT;
 2. THENCE, CROSSING THE MAGLI PROPERTY, SOUTH 80°01'02" EAST, 279.54 FEET TO A POINT;
 3. THENCE, CROSSING THE MAGLI PROPERTY, SOUTH 9°58'58" WEST, 20.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 20 FOOT WIDE EASEMENT;
 4. THENCE, WITH THE NORTH LINE OF SAID 20 FOOT WIDE EASEMENT, NORTH 80°01'02" WEST, 278.30 FEET TO THE POINT OF BEGINNING;
- CONTAINING 5,578 SQUARE FEET OR 0.13 SQUARE FEET, MORE OR LESS.

THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-03-07.



LINE TABLE		
LINE	BEARING	DISTANCE
L29	N06°26'18"E	20.04'
L31	S09°58'58"W	20.00'

LEGEND

- (XX) LOT NUMBER
- ⊙ SANITARY SEWER MANHOLE
- SA— SANITARY SEWER LINE
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN



0 50 100 150

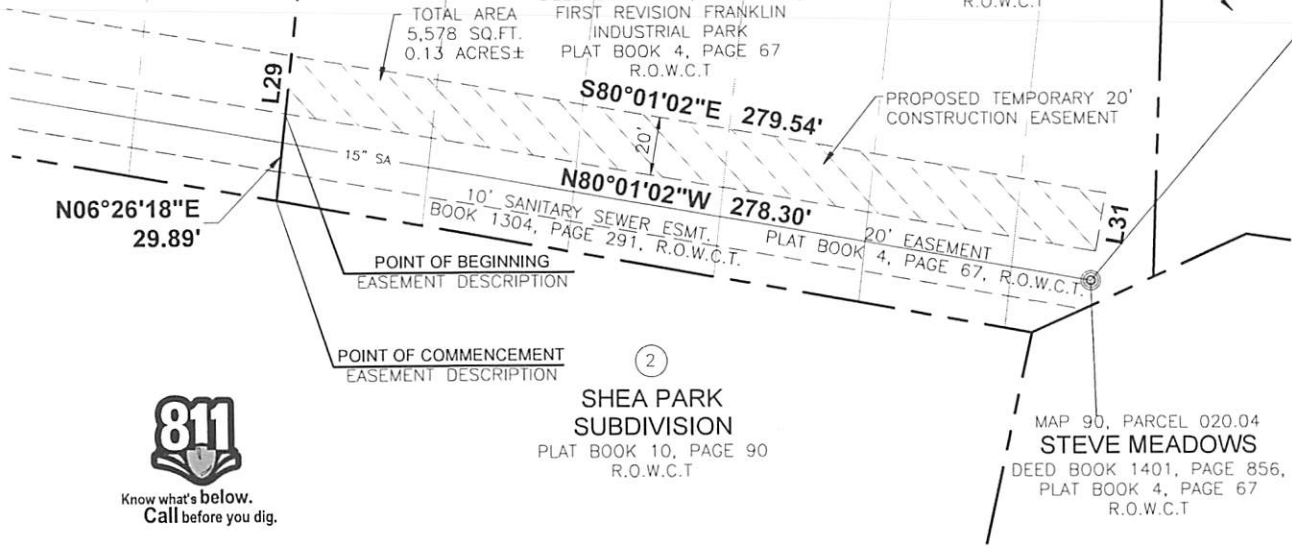
MAP 90G GROUP B, PARCEL 008.00
THE PEWITT FAMILY LIVING TRUST
DEED BOOK 4637, PAGE 242,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

MAP 90G GROUP B, PARCEL 009.00
BOYCE C. MAGLI, ETUX.
DEED BOOK 223, PAGE 392,
FIRST REVISION FRANKLIN INDUSTRIAL PARK
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

MAP 90G GROUP B, PARCEL 010.00
DONALD W. WOOD, TR.
DEED BOOK 4811, PAGE 360,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

2
SHEA PARK SUBDIVISION
PLAT BOOK 10, PAGE 90
R.O.W.C.T.

MAP 90, PARCEL 020.04
STEVE MEADOWS
DEED BOOK 1401, PAGE 856,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.



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**SHADOW GREEN
OFFSITE SEWER
MAGLI**
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
EXHIBIT "B"

DATE: DECEMBER 14, 2018
APPROVED: JTD
DRAWN: KCK
SCALE: 1" = 50'
JOB NO.: 16155
WK. ORDER: 0722