

Prepared by:  
City of Franklin, Tennessee Engineering  
109 Third Avenue South  
Franklin, Tennessee 37064  
615-791-3217

**Irrigation Repair Agreement  
COF Contract No. 2017-0065**

This Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City"), and Founders Pointe Homeowners Association on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WHEREAS**, the Founders Pointe Homeowners Association, ("Property Owner"), owns properties (i.e. Map 063P Group D Parcel 00100, Map 063P Group D Parcel 00200, Map 063P Group G Parcel 00100, Map 064L Group B Parcel 00100, and Map 064M Group A Parcel 00100) that are located along New Highway 96 West ("SR-96W") in the City of Franklin, Tennessee; and

**WHEREAS**, the City acquired 819 square feet (SF) of Public Drainage Easements, 3,876 SF of Public Access Easements and 62,549 SF of Temporary Slope and Construction Easements from the Property Owner as part of the SR-96 West Sidewalk Project (the "Project"), as shown in Exhibit A; and

**WHEREAS**, the construction of the City Project caused damage to the Property Owner's irrigation system; and

**WHEREAS**, the Property Owner's landscape and irrigation contractor, Pristine Properties Landscape and Maintenance, Inc., has provided a proposal (e.g. Exhibit B), dated February 2, 2017, to repair and replace the damaged irrigation system at a total cost of Thirty Thousand and No/100 Dollars (\$30,000.00.)

**NOW THEREFORE**, the City and the Property Owner, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Within thirty (30) days of the final execution of this Agreement (COF Contract No. 2017-0065), the City agrees to pay the Property Owner **Thirty Thousand and No/100 Dollars (\$30,000.00)** as final compensation for any and all damage to the Property Owner's irrigation system that was caused by the Project. The Property Owner agrees that this payment shall be the final compensation for any and all damage to the irrigation system, which was caused by the Project. The Property Owner releases the City from any future claims associated with the damaged irrigation, as it relates to the Project.
3. The City and Property Owner agree that the terms and conditions contained herein shall be binding on and shall insure the benefit to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
4. The City shall have no liability except as specifically provided in this Agreement.

- 5. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that State's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
- 6. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

**Approved by the Franklin Board of Mayor and Aldermen on \_\_\_\_\_, 2017.**

**WITNESS** our hands on the dates as indicated.

Founders Pointe Homeowners Association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oaths, acknowledged that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent, Property Manager 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 on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**CITY**

CITY OF FRANKLIN, TENNESSEE, a municipality

By: \_\_\_\_\_  
DR. KEN MOORE  
Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ERIC S. STUCKEY  
City Administrator

Date: \_\_\_\_\_

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 \_\_\_\_\_, 20\_\_\_\_.

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

Approved as to form by:

\_\_\_\_\_

Bethany A. Heuer, Staff Attorney

OWNER 1: Founders Pointe Homeowners Association, Incorporated  
OWNER 2: N/A  
TAX MAP: 064L  
PARCEL: 00100  
TRACT: N/A

This Instrument Was Prepared By:  
City of Franklin, Tennessee  
P.O. Box 305  
Franklin, TN 37065

# Pick Up

## AGREEMENT FOR DEDICATION OF EASEMENT Temporary Slope and Construction Easement COF Contract 2015-0022

For and in consideration of \_\_\_\_\_ TEN (10.00) Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Founders Pointe Homeowners Association, Incorporated does hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs, and symbols, on attached Exhibit A, 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 infrastructure and improvements within the limits of the aforesaid permanent Construction and Slope Easement.

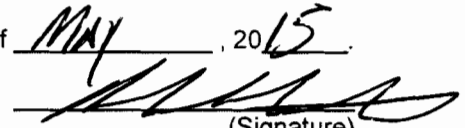
To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land as aforesaid is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all the aforesaid improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements 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 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 against the claims of all person whomsoever.

If Exhibit A includes a Temporary Construction Easement and/or Temporary Slope Easement, then 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 aforesaid easement. Upon completion of the construction all Temporary Slope and Temporary Construction Easements shall be abandoned.

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.

WITNESS my/our hand(s), this 14 day of MAY, 2015.

  
(Signature)

Rodney Reston  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

BK: 6508 PG: 82-86  
15029078

5 PGS:AL-EASEMENT	
391972	
<b>07/13/2015 - 01:58 PM</b>	
BATCH	391972
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

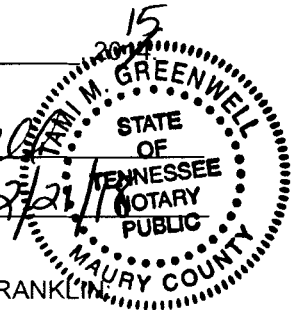
STATE OF Tennessee

COUNTY OF Maury

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Rodney Reston, with whom I am personally acquainted (or proved to me on the basis of ~~satisfactory~~ evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent Property mgr 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 14 day of May, 2015

Tami M. Greenwell  
NOTARY PUBLIC  
My Commission Expires: 2/21/16

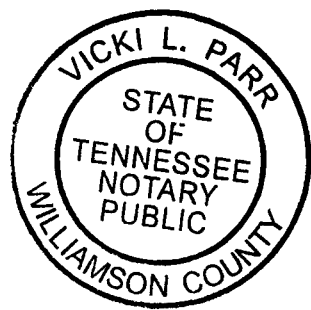


CITY OF FRANKLIN  
Eric S. Stuckey  
ERIC S. STUCKEY  
CITY ADMINISTRATOR

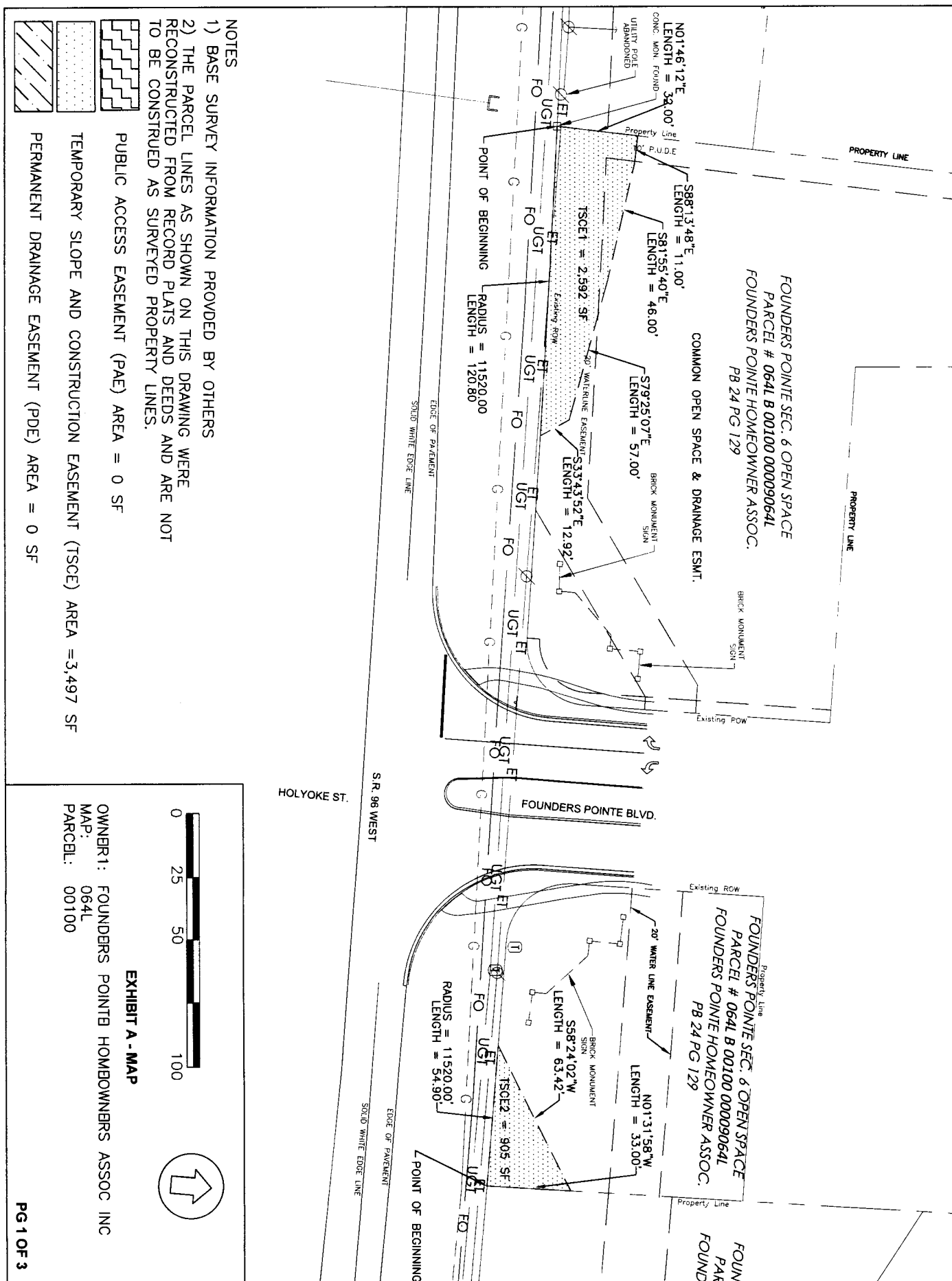
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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 acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she 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 2 day of July, 2015



Vicki L Parr  
NOTARY PUBLIC  
My Commission Expires: 3-21-16



**NOTES**

1) BASE SURVEY INFORMATION PROVIDED BY OTHERS

2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.

- PUBLIC ACCESS EASEMENT (PAE) AREA = 0 SF
- TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCET) AREA = 3,497 SF
- PERMANENT DRAINAGE EASEMENT (PDE) AREA = 0 SF

**EXHIBIT A - MAP**

OWNER1: FOUNDERS POINTE HOMEOWNERS ASSOC. INC  
 MAP: 064L  
 PARCEL: 00100

0 25 50 100

**Temporary Slope and Construction Easement 1**  
Founders Pointe Homeowners Association

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southwest property corner of Lot 363 as shown in Plat Book 24 Page 129, said point being the POINT OF BEGINNING and proceeding as follows;

Thence following the western property line of Lot 363 as shown in Plat Book 24 Page 129 N.01°46'12"E., a distance of 32.00 feet to a point; thence leaving said property line S.88°13'48"E., a distance of 11.00 feet to a point; thence S.81°55'40"E., a distance of 46.00 feet to a point; thence S.79°25'07"E., a distance of 57.00 feet to a point; thence S.33°43'52"E., a distance of 12.92 feet to a point located on the northern right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet a distance of 120.80 feet to the POINT OF BEGINNING.  
Containing 2,592 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 64L, Parcel No. 00100 and recorded in Plat Book 24, Page 129 with the Williamson County Register of Deeds.

**Temporary Slope and Construction Easement 2**  
Founders Pointe Homeowners Association

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southeastern property corner of Lot 364 as shown in Plat Book 24 Page 129, said point being the POINT OF BEGINNING and proceeding as follows;

Thence following the eastern property line of Lot 364 as shown in Plat Book 24 Page 129 N.01°31'58"W., a distance of 33.00 feet to a point; thence leaving said property line S.58°24'02"W., a distance of 63.42 feet to a point located on the northern right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a southeasterly direction along a curve having a radius of 11,520.00 feet, a distance of 54.90 feet to the POINT OF BEGINNING.  
Containing 905 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 64L, Parcel No. 00100 and recorded in Plat Book 24, Page 129 with the Williamson County Register of Deeds.



OWNER 1: Founders Pointe Homeowners Association, Incorporated  
OWNER 2: N/A  
TAX MAP: 064M  
PARCEL: 00100  
TRACT: N/A

This Instrument Was Prepared By:  
City of Franklin, Tennessee  
P.O. Box 305  
Franklin, TN 37065

# Pick Up

## AGREEMENT FOR DEDICATION OF EASEMENT Temporary Slope and Construction Easement COF Contract 2015-0021

For and in consideration of \_\_\_\_\_ TEN (10.00) Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Founders Pointe Homeowners Association, Incorporated does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, 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 infrastructure and improvements within the limits of the aforescribed permanent Construction and Slope Easement.

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 construction of all the aforescribed improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements 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 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 against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement, then 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 all Temporary Slope and Temporary Construction Easements shall be abandoned.

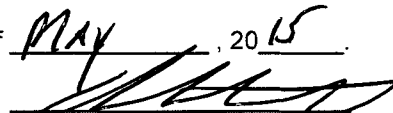
I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

WITNESS my/our hand(s), this 14 day of MAY, 2015.

**BK: 6508 PG: 87-90  
15029079**

4 PGS:AL-EASEMENT	
391972	
<b>07/13/2015 - 01:58 PM</b>	
BATCH	391972
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

  
(Signature)  
Rolney Restar  
(Printed Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)

STATE OF Tennessee

COUNTY OF Maury

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Rodney Reston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent, Property mgr. 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 14 day of May, 2014<sup>15</sup>

Tami M. Greenwell  
NOTARY PUBLIC  
My Commission Expires: 2/21/18  
STATE OF TENNESSEE  
NOTARY PUBLIC  
MAURY COUNTY

CITY OF FRANKLIN

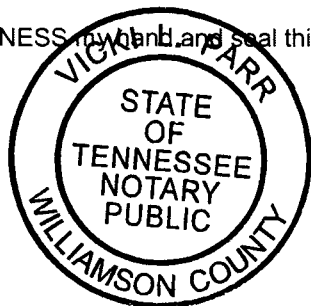
Eric S. Stuckey

ERIC S. STUCKEY  
CITY ADMINISTRATOR

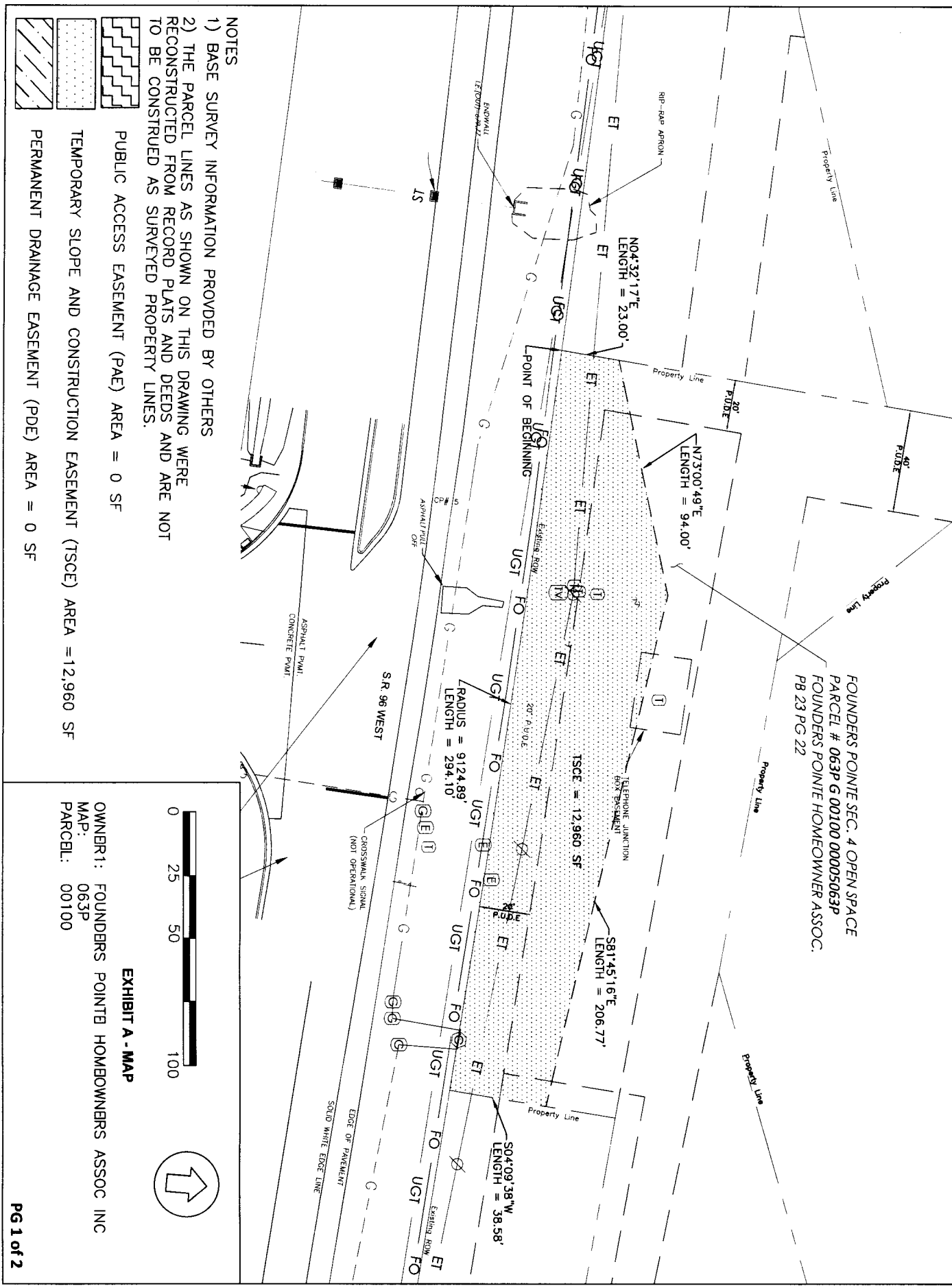
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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 acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she 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.

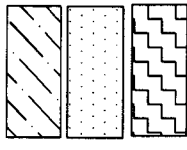
WITNESS my hand and seal this 2 day of July, 2015



Vicki Parr  
NOTARY PUBLIC  
My Commission Expires: 3-21-16



NOTES  
 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS  
 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.



PUBLIC ACCESS EASEMENT (PAE) AREA = 0 SF  
 TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 12,960 SF  
 PERMANENT DRAINAGE EASEMENT (PDE) AREA = 0 SF

FOUNDERS POINTE SEC. 4 OPEN SPACE  
 PARCEL # 063P G 00100 00005063P  
 FOUNDERS POINTE HOMEOWNER ASSOC.  
 PB 23 PG 22

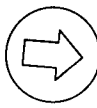


EXHIBIT A - MAP

OWNER1: FOUNDERS POINTE HOMEOWNERS ASSOC. INC  
 MAP: 063P  
 PARCEL: 00100

**Temporary Slope and Construction Easement**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southwestern property corner of Lot 201 as shown in Plat Book 23 Page 22, said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along western property line of Lot 201 as shown in Plat Book 23 Page 22 N.04°32'17"E., a distance of 23.00 feet to a point; thence leaving said property line N.73°00'49"E., a distance of 94.00 feet to a point; thence S.81°45'16"E., a distance of 206.77 feet to a point located on the property line of Lot 201 as shown in Plat Book 23 Page 22; thence following said property line S.04°09'38"W., a distance of 38.58 feet to a point located on the existing northern right-of-way line of State Route 96 West; thence following the existing northern right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 9,124.89 feet, a distance of 294.10 feet to the POINT OF BEGINNING.

Containing 12,960 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 063P, Parcel No. 00100 and recorded in Plat Book 23 Page 22 with the Williamson County Register of Deeds.

OWNER 1: Founders Pointe Homeowners Association, Incorporated  
OWNER 2: N/A  
TAX MAP: 064L  
PARCEL: 00100  
TRACT: N/A

This Instrument Was Prepared By:  
City of Franklin, Tennessee  
P.O. Box 305  
Franklin, TN 37065

# Pick Up

### AGREEMENT FOR DEDICATION OF EASEMENT

#### Drainage Easement

COF Contract 2015-0020

For and in consideration of \_\_\_\_\_ TEN (10.00) Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Founders Pointe Homeowners Association, Incorporated does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, 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 infrastructure and improvements within the limits of the aforescribed permanent Drainage Easement.

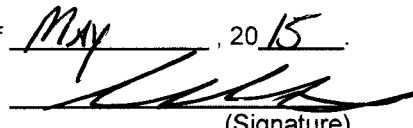
To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

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 construction of all the aforescribed improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements 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 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 against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement, then 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 all Temporary Slope and Temporary Construction Easements shall be abandoned.

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.

WITNESS my/our hand(s), this 14 day of May, 2015.

  
(Signature)

Adrian Reston  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**BK: 6508 PG: 91-96**  
**15029080**

6 PGS:AL-EASEMENT	
391972	
<b>07/13/2015 - 01:58 PM</b>	
BATCH	391972
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

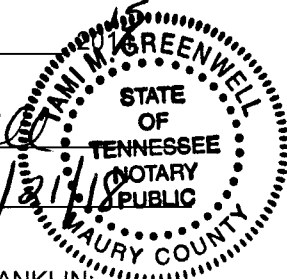
STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

STATE OF Tennessee

COUNTY OF Maury

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Rodney Reston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent, Property Mgr. 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 14 day of May

Sam Greenwell  
NOTARY PUBLIC  
My Commission Expires: 2/21/18  


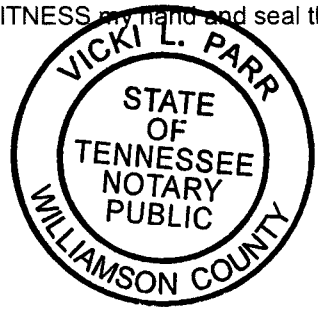
CITY OF FRANKLIN:

Eric S. Stuckey  
ERIC S. STUCKEY  
CITY ADMINISTRATOR

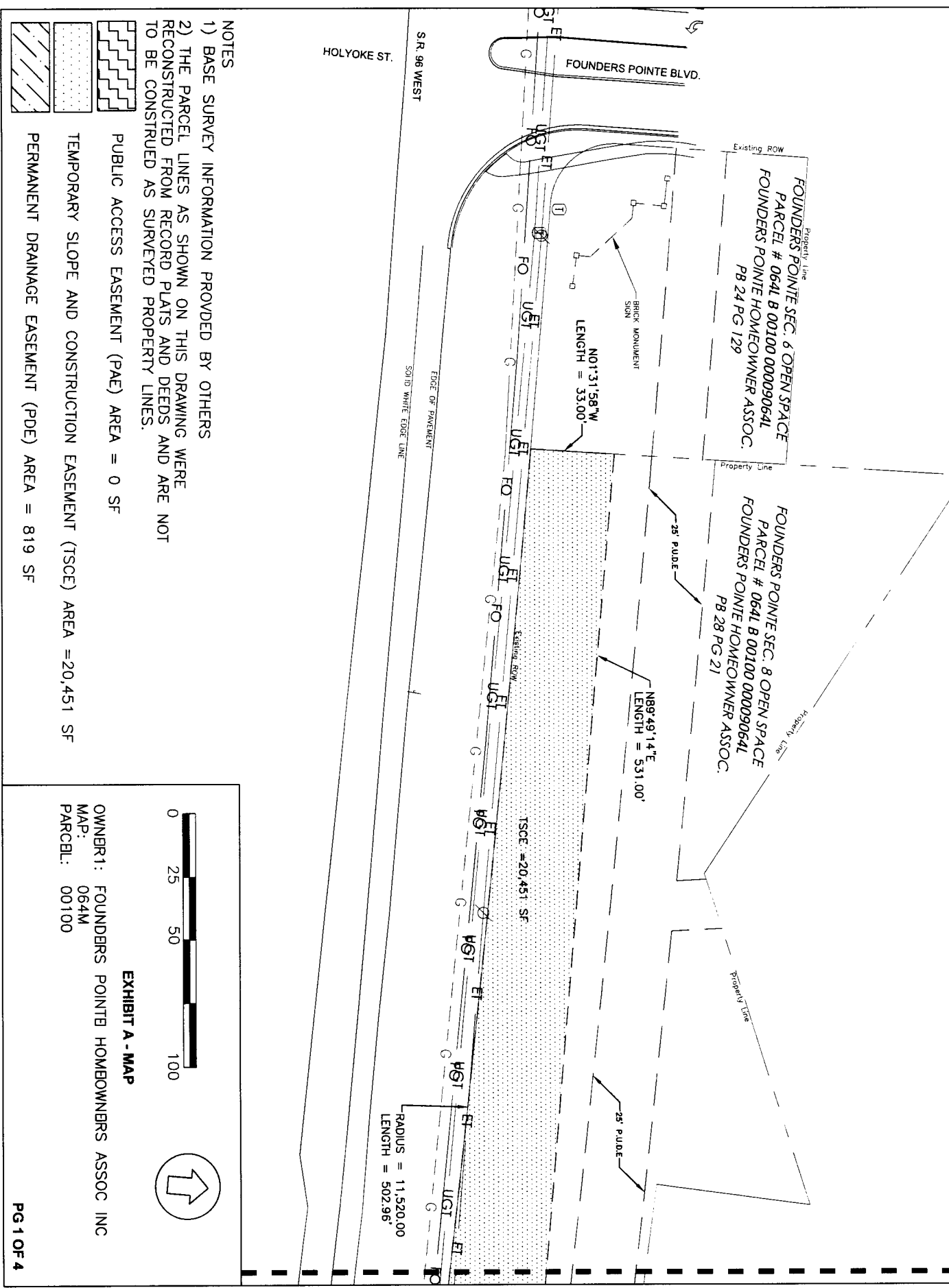
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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WITNESS my hand and seal this 2 day of July, 2015

  
VICKI L. PARR  
STATE OF TENNESSEE  
NOTARY PUBLIC  
WILLIAMSON COUNTY

Vicki L. Parr  
NOTARY PUBLIC  
My Commission Expires: 3-21-16



NOTES

- 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS
- 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.

PUBLIC ACCESS EASEMENT (PAE) AREA = 0 SF

TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 20,451 SF

PERMANENT DRAINAGE EASEMENT (PDE) AREA = 819 SF

**EXHIBIT A - MAP**

OWNER1: FOUNDERS POINTE HOMEOWNERS ASSOC INC  
 MAP: 064M  
 PARCEL: 00100

0 25 50 100

PG 1 OF 4

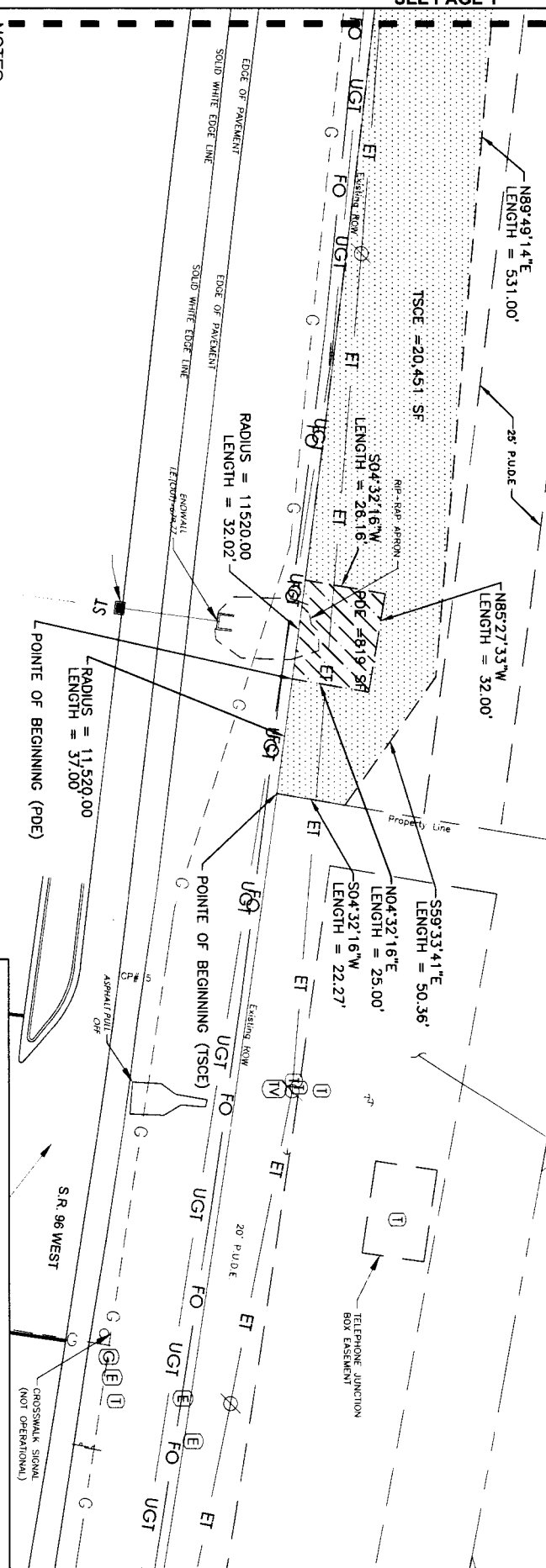
SEE PAGE 2



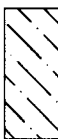
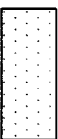
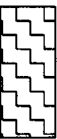
SEE PAGE 1

FOUNDERS POINTE SEC. 8 OPEN SPACE  
PARCEL #064L 8 00100 00009064L  
FOUNDERS POINTE HOMEOWNER ASSOC.  
PB 28 PG 21

FOUNDERS POINTE SEC. 4 OPEN SPACE  
PARCEL # 063P G 00100 00005063P  
FOUNDERS POINTE HOMEOWNER ASSOC.  
PB 23 PG 22



- NOTES
- 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS
  - 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.

-  PUBLIC ACCESS EASEMENT (PAE) AREA = 0 SF
-  TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 20,451 SF
-  PERMANENT DRAINAGE EASEMENT (PDE) AREA = 819 SF

OWNER1: FOUNDERS OPINTB HOMEOWNERS ASSOC INC  
 MAP: 064M  
 PARCEL: 00100

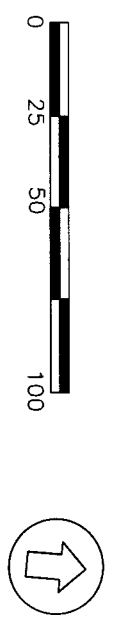


EXHIBIT A - MAP



**Permanent Drainage Easement**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as the southeastern property corner of Lot 369 as shown in Plat Book 28 Page 21, thence following the existing right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet, a distance of 37.00 feet to the POINT OF BEGINNING and proceeding as follows;

Thence leaving the existing right-of-way line of State Route 96 West N.04°32'16"E., a distance of 25.00 feet to a point; thence N.85°27'33"W., a distance of 32.00 feet to a point; thence S.04°32'16"W., a distance of 26.16 feet to a point located on the existing northern right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a southeasterly direction along a curve having a radius of 11,520.00 feet a distance of 32.02 feet to the POINT OF BEGINNING.  
Containing 819 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 64M, Parcel No. 00100 and recorded in Plat Book 28, Page 21 with the Williamson County Register of Deeds.

**Temporary Slope and Construction Easement**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as the southeastern property corner of Lot 369 as shown in Plat Book 28 Page 21, said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the existing northern right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet, a distance of 37.00 feet to a point; thence leaving said right-of-way line of State Route 96 West N.04°32'16"E., a distance of 25.00 feet to a point; thence N.85°27'33"W., a distance 32.00 feet to a point; thence S.04°32'16"W., a distance of 26.16 feet to a point located on the existing northern right-of-way line of State Route 96 West; thence continuing along the existing right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet, a distance of 502.96 feet to a point; thence leaving said right-of-way line of State Route 96 West N.01°31'58"W., a distance of 33.00 feet to a point; thence N.89°49'14"E., a distance of 531.00 feet to a point; thence S.59°33'41"E., a distance of 50.36 feet to a point located on the eastern property line of Lot 369 as shown in Plat Book 28 Page 21; thence following the said property line S.04°32'16"W., a distance of 22.27 feet to the POINT OF BEGINNING.

Containing 20,451 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 64M, Parcel No. 00100 and recorded in Plat Book 28, Page 21 with the Williamson County Register of Deeds.

OWNER 1: Founders Pointe Homeowners Association, Incorporated  
OWNER 2: N/A  
TAX MAP: 063P  
PARCEL: 00100 and 00200  
TRACT: N/A

This Instrument Was Prepared By:  
City of Franklin, Tennessee  
P.O. Box 305  
Franklin, TN 37065

# Pick Up

## AGREEMENT FOR DEDICATION OF EASEMENT Public Access Easement COF Contract 2015-0023

For and in consideration of \_\_\_\_\_ TEN (10.00) Dollars,  
in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Founders Pointe Homeowners Association, Incorporated does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, 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 infrastructure and improvements within the limits of the aforescribed permanent Access Easement.

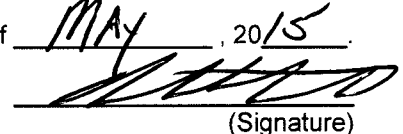
To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

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 construction of all the aforescribed improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements 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 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 against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement, then 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 all Temporary Slope and Temporary Construction Easements shall be abandoned.

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.

WITNESS my/our hand(s), this 14 day of MAY, 2015.

  
(Signature)

Rodney Reston  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**BK: 6508 PG: 97-104**  
**15029081**

8 PGS:AL-EASEMENT  
391972

**07/13/2015 - 01:58 PM**

BATCH	391972
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
<b>TOTAL AMOUNT</b>	<b>42.00</b>

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

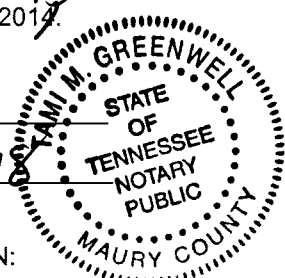
STATE OF Tennessee

COUNTY OF Maury

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Rodney Riston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent, Property mgr 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 14 day of May, 2015.

J. M. Greenwell  
NOTARY PUBLIC  
My Commission Expires: 2/21/18



CITY OF FRANKLIN:

Eric S. Stuckey  
ERIC S. STUCKEY  
CITY ADMINISTRATOR

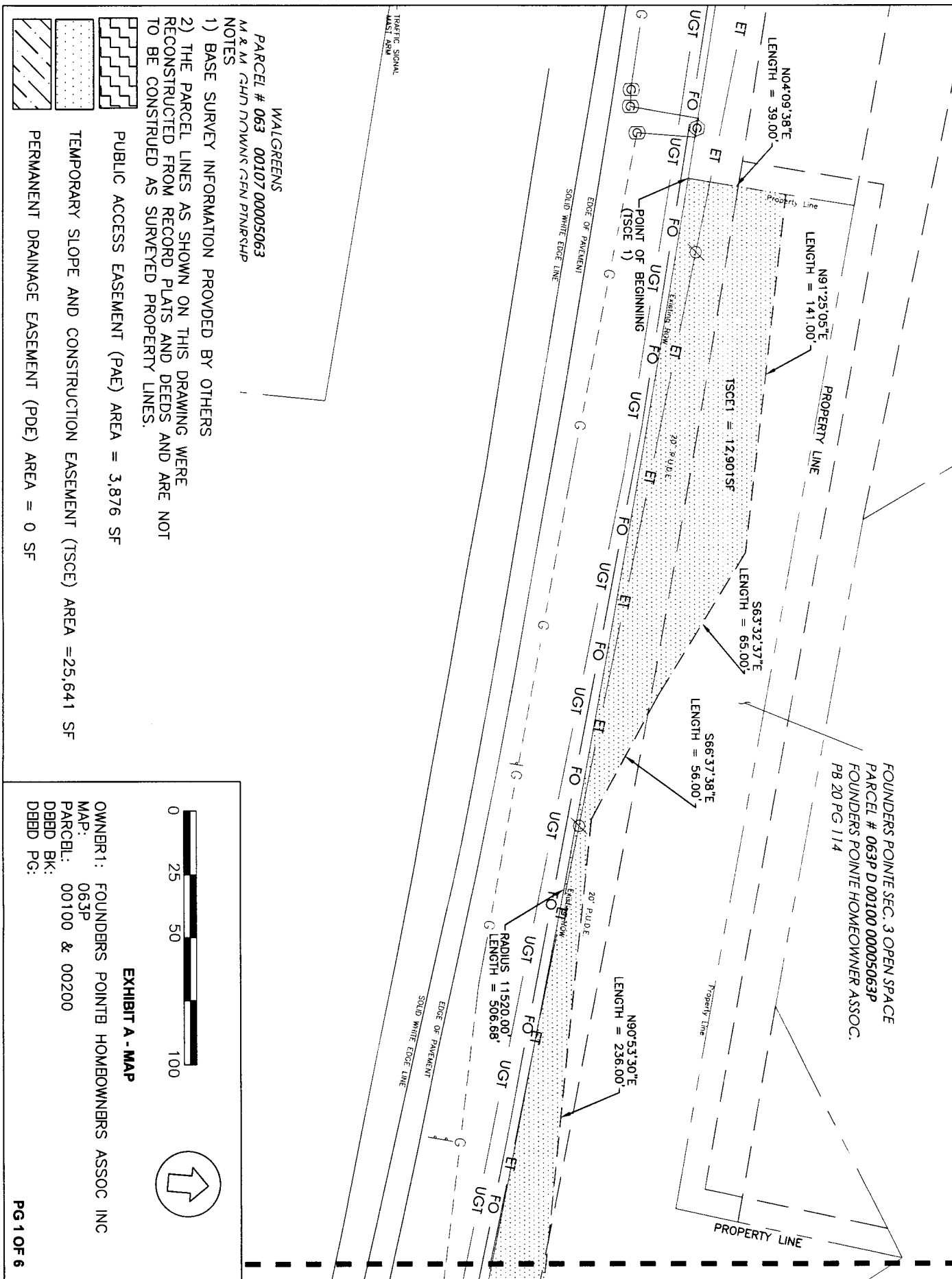
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

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 acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she 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 2 day of July, 2015.



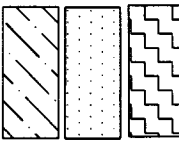
Vicki L. Parr  
NOTARY PUBLIC  
My Commission Expires: 3-21-16



FOUNDERS POINTE SEC. 3 OPEN SPACE  
 PARCEL # 063P D 00100 00005063P  
 FOUNDERS POINTE HOMEOWNER ASSOC.  
 PB 20 PG 114

WALGREENS  
 PARCEL # 063 00107 00005063  
 M & M CHH DOWNS GEN PARTNERSHIP

NOTES  
 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS  
 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.



PUBLIC ACCESS EASEMENT (PAE) AREA = 3,876 SF  
 TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 25,641 SF  
 PERMANENT DRAINAGE EASEMENT (PDE) AREA = 0 SF

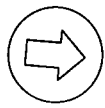
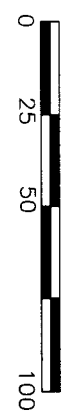
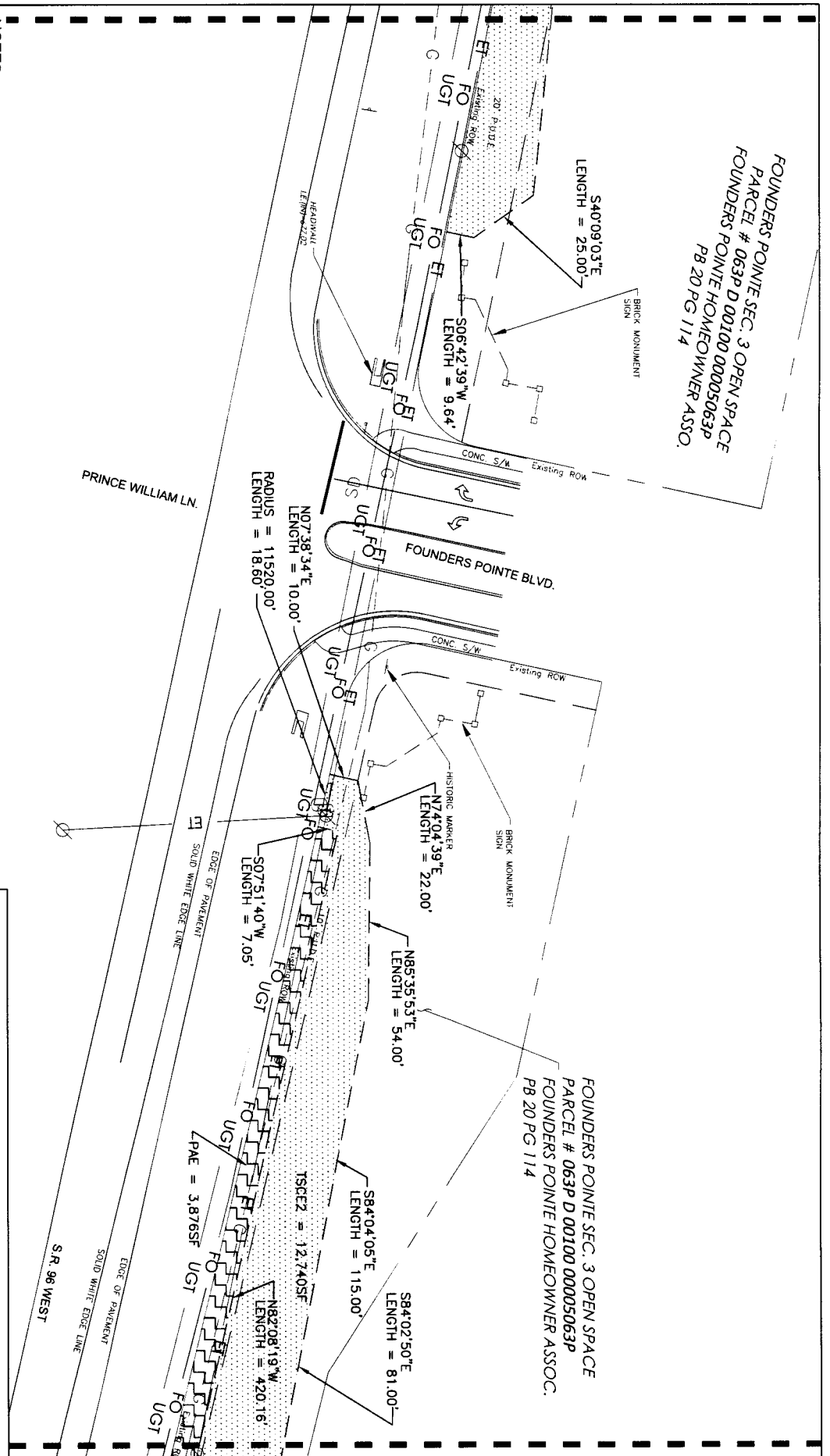


EXHIBIT A - MAP  
 OWNER1: FOUNDERS POINTE HOMEOWNERS ASSOC INC  
 MAP: 063P  
 PARCEL: 00100 & 00200  
 DEBD BK:  
 DEBD PG:

SEE PAGE 2

SEE PAGE 1

FOUNDERS POINTE SEC. 3 OPEN SPACE  
 PARCEL # 063P D 00100 00005063P  
 FOUNDERS POINTE HOMEOWNER ASSOC.  
 PB 20 PG 114



- NOTES
- 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS
  - 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.

- PUBLIC ACCESS EASEMENT (PAE) AREA = 3,876 SF
- TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 25,641 SF
- PERMANENT DRAINAGE EASEMENT (PDE) AREA = 0 SF

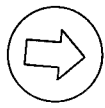
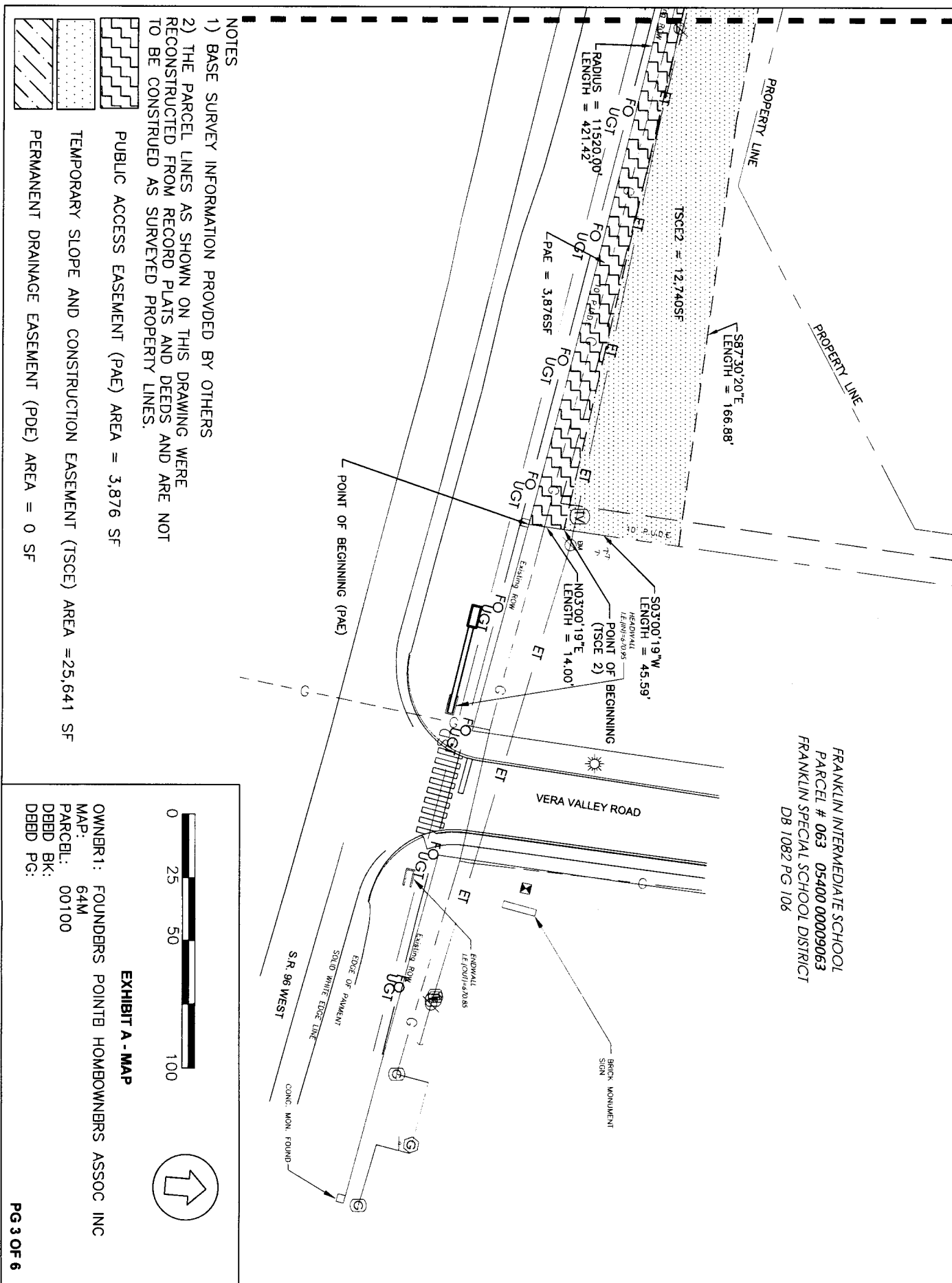


EXHIBIT A - MAP

OWNER1: FOUNDERS POINTE HOMEOWNERS ASSOC INC  
 MAP: 64M  
 PARCEL: 00100  
 DEED BK:  
 DEED PG:

SEE PAGE 3

SEE PAGE 2



FRANKLIN INTERMEDIATE SCHOOL  
 PARCEL # 063 05400 00009063  
 FRANKLIN SPECIAL SCHOOL DISTRICT  
 DB 1082 PG 106

NOTES

- 1) BASE SURVEY INFORMATION PROVIDED BY OTHERS
- 2) THE PARCEL LINES AS SHOWN ON THIS DRAWING WERE RECONSTRUCTED FROM RECORD PLATS AND DEEDS AND ARE NOT TO BE CONSTRUED AS SURVEYED PROPERTY LINES.

PUBLIC ACCESS EASEMENT (PAE) AREA = 3,876 SF  
 TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (TSCE) AREA = 25,641 SF  
 PERMANENT DRAINAGE EASEMENT (PDE) AREA = 0 SF

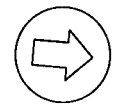


EXHIBIT A - MAP

OWNER1: FOUNDERS POINT HOMEOWNERS ASSOC INC  
 MAP: 64M  
 PARCEL: 00100  
 DEED BK:  
 DEED PG:



**Public Access Easement**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southeastern property corner of Lot 172 as shown in Plat Book 20 Page 114, said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the eastern property line of Lot 172 as shown in Plat Book 20 Page 114 N.03°00'19E., a distance of 14.00 feet to a point; thence leaving said property line N.82°08'19"W., a distance of 420.16 feet to a point; thence S.07°51'40"W., a distance of 7.05 feet to a point located on the northern existing right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a southeasterly direction along a curve having a radius of 11,520.00 feet, a distance of 421.42 feet to the POINT OF BEGINNING.

Containing 3,876 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 063P, Parcel No. 00200 and recorded in Plat Book 20, Page 114 with the Williamson County Register of Deeds.



**Temporary Slope and Construction Easement 1**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southwestern property corner of Lot 173 as shown in Plat Book 20 Page 114, said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the western property line of Lot 173 as shown in Plat Book 20 Page 114 N.04°09'38"E., a distance of 39.00 feet to a point; thence leaving said property line N.91°25'05"E., a distance of 141.00 feet to a point; thence S.63°32'37"E., a distance of 65.00 feet to a point; thence S.66°37'38"E., a distance of 56.00 feet to a point; thence N.90°53'30"E., a distance of 236.00 feet to a point; thence S.40°09'03"E., a distance of 25.00 feet to a point; thence S.06°42'39"W., a distance of 9.64 feet to a point located on the northern right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet, a distance of 506.68 feet to the POINT OF BEGINNING.  
Containing 12,901 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 063P, Parcel No. 00100 and recorded in Plat Book 20, Page 114 with the Williamson County Register of Deeds.

**Temporary Slope and Construction Easement 2**

Founders Pointe Homeowners Association, Incorporated

Beginning at a point, said point being located on State Route 96 West existing northern right-of-way, further described as being the southeastern property corner of Lot 172 as shown in Plat Book 20 Page 114, thence continuing along the eastern property line of Lot 172 as shown in Plat Book 20 Page 114 N.03°00'19"E., a distance of 14.00 feet to a point, said point being the POINT OF BEGINNING and proceeding as follows;

Thence leaving said property line N.82°08'19"W., a distance of 420.16 feet to a point; thence S.07°51'40"W., a distance of 7.05 feet to a point located on the northern existing right-of-way line of State Route 96 West; thence following the existing right-of-way line of State Route 96 West in a northwesterly direction along a curve having a radius of 11,520.00 feet, a distance of 18.60 feet to a point; thence leaving the existing right-of-way line of State Route 96 West N.07°38'34"E., a distance of 10.00 feet to a point, thence N.74°04'39"E., a distance of 22.00 feet to a point; thence N.85°35'53"E., a distance of 54.00 feet to a point; thence S.84°04'05"E., a distance of 115.00 feet to a point; thence S.84°02'50"E., a distance of 81.00 feet to a point; thence S.87°30'20"E., a distance of 166.88 feet to a point located on the eastern property line of Lot 172 as shown in Plat Book 20 Page 114; thence S.03°00'19"W., a distance of 45.59 feet to the POINT OF BEGINNING.

Containing 12,740 square feet, more or less.

The aforementioned property is on a parcel of land owned by Founders Pointe Homeowners Association, Incorporated as shown on Tax Map No. 064P, Parcel No. 00200 and recorded in Plat Book 20, Page 114 with the Williamson County Register of Deeds.



**Date:** 2/2/2017

**To:** Founders Pointe HOA  
Franklin, TN

**Property:** Founders Pointe  
Franklin, TN

**Attention:** Rodney R.

**Regarding:** Irrigation Frontage Road

**Description of Work to be Performed:**

Provide labor and/or materials for the installation of irrigation to entire frontage turf areas and monument corners that were damaged by city during the installation of city side walk.  
See attached map.

<u>Quantity</u>	<u>Material / Labor</u>	<u>Size</u>	<u>Cost/Each</u>	<u>Total</u>
19	Rotor Zones			
4	Spray Zones			
1	Sleeve installation			
1	Wires			
1	Regrade / Seed / Straw			

Note: Price includes labor & materials.

**Grand Total \$ 30,000.00**

Payment is due upon completion of project and can be paid with cash or check.

Email \_\_\_\_\_  
Authorization to Proceed: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Nelson

\_\_\_\_\_  
Date

*Pristine Properties Landscape & Maintenance, Inc.*  
*Email: pplminc@gmail.com*

*Phone: (615) 509-3230*  
*Fax: (615) 595-2762*