

RESOLUTION 2019-65

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY AT 2009 COLUMBIA AVENUE 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 2009 Columbia Avenue portion of the Shadow Green Sanitary Sewer Project; and

WHEREAS, these improvements are generally described as the construction of approximately 300 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 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, see 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:

Shauna R. Billingsley
City Attorney

This Instrument Was Prepared By:

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

**OWNER: Taylor Investment Group, LLC, a
Tennessee limited liability company
TAX MAP: 090 G-B
PARCEL: 6.00
PROJECT: Shadow Green Offsite Sewer**

**AGREEMENT FOR DEDICATION OF PERMANENT UTILITY EASEMENT
COF Contract No. 2019-0117**

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, **Taylor Investment Group, LLC, a Tennessee limited liability company** does hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a Permanent Utility Easement all of which is more particularly described on attached **Exhibit A** and depicted on attached **Exhibit C**, which are made a part hereof, and being part of the same property conveyed to Taylor Investment Group, LLC, a Tennessee limited liability company by deed recorded in Book 6211, page 264, Register's Office of Williamson County, Tennessee.

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 Utility 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 Permanent Utility Easement against the claims of all person whomsoever.

A Temporary Construction Easement, described in **Exhibit B** attached hereto, is hereby conveyed, which 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 said Temporary Construction Easement shall be abandoned.

This Permanent Utility 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.

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

Taylor Investment Group, LLC, a Tennessee limited liability company

By: _____
(Signature)

(Printed Name)

Its: _____

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 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 _____ of the maker, **Taylor Investment Group, LLC, a Tennessee limited liability company**, 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: _____

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: _____

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, Franklin Synergy Bank ("Lienholder"), is the owner and holder of the following (collectively the "Lien Documents") encumbering the burdened tract described in the foregoing Agreement for Dedication of Permanent Utility Easement (the "Easement"):

- 1. Deed of Trust from Taylor Investment Group, LLC, a Tennessee limited liability company to Ashley P. Hill III, Trustee, recorded in Book 6211, page 266, Register's Office of Williamson County, Tennessee securing a principal indebtedness in the amount of \$570,000.00.
- 2. Assignment of Leases and Rents of record in Book 6211, page 274, said Register's Office.

Lienholder, as owner and holder of the Lien Documents, hereby consents to the terms, conditions and obligations of the Easement. Lienholder agrees that all of its right, title and interest in and to the burdened tract under and by virtue of the Lien Documents shall be subject, subordinate and inferior to the terms and provisions of the Easement; provided, however, nothing contained herein shall otherwise modify, alter, or amend the Lien Documents as between Lienholder and Grantor or be deemed in any way to otherwise impair any right or claim which the Lienholder may have with respect to the Lien Documents and/or Grantor.

IN WITNESS WHEREOF, Lienholder has executed this Consent and Subordination as of the date written below.

LIENHOLDER:

FRANKLIN SYNERGY BANK

BY: _____

ITS: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____, of FRANKLIN SYNERGY BANK, the within named bargainer, and that as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of FRANKLIN SYNERGY BANK, by ___self, as_____.

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

Notary Public

My commission expires: _____

CONSENT AND SUBORDINATION

The undersigned, Burger King Corporation ("Burger King"), is the Tenant in that Memorandum of Lease of record in Record Book 4318, page 316, Register's Office of Williamson County, Tennessee and in that Memorandum of Term Commencement Agreement of record in Book 4437, page 548, said Register's Office (collectively the "Lease") encumbering the burdened tract described in the foregoing Agreement for Dedication of Permanent Utility Easement (the "Easement").

Burger King hereby consents to the terms, conditions and obligations of the Easement. Burger King agrees that all of its right, title and interest in and to the burdened tract under and by virtue of the Lease shall be subject, subordinate and inferior to the terms and provisions of the Easement; provided, however, nothing contained herein shall otherwise modify, alter, or amend the Lease, or be deemed to otherwise impair any right or claim which Lamar may have with respect to the Lease.

IN WITNESS WHEREOF, Burger King has executed this Consent and Subordination as of the date written below.

BURGER KING:

Burger King Corporation

BY: _____

ITS: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____, of Burger King Corporation, a _____ corporation, the within named bargainer, and that as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of Burger King Corporation, by _____ self, as _____.

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

Notary Public

My commission expires: _____

RAGAN SMITH

16-155/0722

EXHIBIT "A"
EASEMENT DESCRIPTION
TAYLOR INVESTMENT GROUP, LLC PROPERTY

AN EASEMENT, 20 FEET IN WIDTH, FOR UTILITIES, RUNNING OVER AND ACROSS THE PROPERTY DEEDED TO TAYLOR INVESTMENT GROUP, LLC BY DEED RECORDED IN BOOK 6211, PAGE 264, AND LOT 47, "REVISION 2, FRANKLIN INDUSTRIAL PARK (REVISION OF LOTS 43 THRU 48)" RECORDED IN PLAT BOOK P47, PAGE 135, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD (OLD) ON THE EAST RIGHT OF WAY LINE OF COLUMBIA AVENUE, BEING THE SOUTHWEST CORNER OF THE TAYLOR INVESTMENT GROUP PROPERTY AND SAID LOT 47;
THENCE, WITH THE EAST RIGHT OF WAY LINE OF COLUMBIA PIKE, N 06°21'58" E, 5.78 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING WITH THE EAST RIGHT OF WAY LINE OF COLUMBIA HIGHWAY, N 06°21'58" E, 20.00 FEET;

THENCE, CROSSING THE TAYLOR INVESTMENT GROUP PROPERTY AND SAID LOT 47 THE FOLLOWING THREE CALLS (2 THROUGH 4):

2. S 83°34'36" E, 11.86 FEET TO A POINT ON THE WEST LINE OF A 10' SANITARY SEWER EASEMENT RECORDED IN BOOK 1317, PAGE 420, R.O.W.C.T.;
3. WITH THE WEST LINE OF SAID 10' SANITARY SEWER EASEMENT, S 05°03'02" W, 20.01 FEET;
4. N 83°34'36" W, 12.32 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 242 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

RAGAN SMITH

16-155/0722

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION
TAYLOR INVESTMENT GROUP, LLC PROPERTY

A TEMPORARY CONSTRUCTION EASEMENT, 20 FEET IN WIDTH, RUNNING OVER AND ACROSS THE PROPERTY DEEDED TO TAYLOR INVESTMENT GROUP, LLC BY DEED RECORDED IN BOOK 6211, PAGE 264, AND BEING LOT 47, "REVISION 2, FRANKLIN INDUSTRIAL PARK (REVISION OF LOTS 43 THRU 48)" RECORDED IN PLAT BOOK P47, PAGE 135, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE TAYLOR INVESTMENT GROUP PROPERTY AND SAID LOT 47;

THENCE, WITH THE EAST LINE OF THE TAYLOR INVESTMENT GROUP PROPERTY AND LOT 47, N 06°25'02" E, 29.10 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CROSSING THE TAYLOR INVESTMENT GROUP PROPERTY AND LOT 47 AND WITH THE NORTH LINE OF AN EXISTING EASEMENT, NORTH 80°04'18" WEST, 293.50 FEET TO A POINT;
2. THENCE, CROSSING THE TAYLOR INVESTMENT GROUP PROPERTY AND LOT 47, NORTH 5°03'02" EAST, 20.07 FEET TO A POINT;
3. THENCE, CROSSING THE TAYLOR INVESTMENT GROUP PROPERTY AND LOT 47, SOUTH 80°04'18" EAST, 293.98 FEET TO A POINT ON THE WEST LINE THEREOF;
4. THENCE, WITH SAID WEST LINE, SOUTH 6°25'02" WEST, 20.04 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 5,875 SQUARE FEET OR 0.13 ACRE, MORE OR LESS.

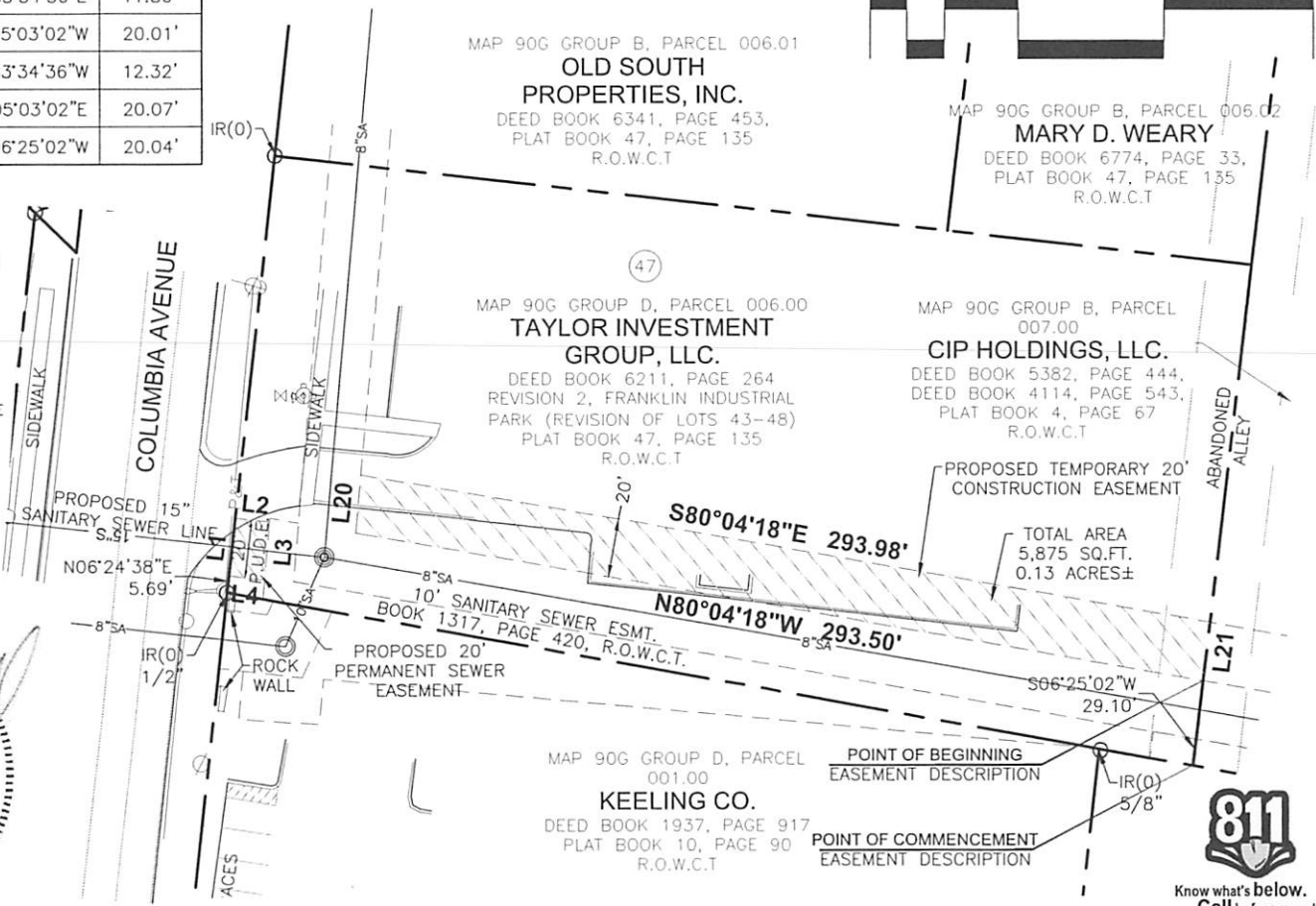
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°21'58"E	20.00'
L2	S83°34'36"E	11.86'
L3	S05°03'02"W	20.01'
L4	N83°34'36"W	12.32'
L20	N05°03'02"E	20.07'
L21	S06°25'02"W	20.04'

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.



LEGEND

- (XX) LOT NUMBER
- IR(0) IRON ROD (OLD)
- ⊕ UTILITY POLE W/ ANCHOR
- ⊕ UTILITY POLE W/ LIGHT
- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ SANITARY SEWER MANHOLE
- SA— SANITARY SEWER LINE
- G— GUARDRAIL
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN



RAGAN SMITH
LAND SURVEYING • CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE • SURVEYING
REGISTERED PROFESSIONAL SURVEYOR
No. 12577
1977

**SHADOW GREEN
OFFSITE SEWER
TAYLOR INVESTMENT GROUP**
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
EXHIBIT "C"

DATE	DECEMBER 19, 2018
APPROVED:	JTD
DRAWN:	KCK
SCALE:	1" = 50'
JOB NO.	WK. ORDER
16155	0722

