

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

**Irrigation Repair Agreement
COF Contract No. 2017-0193**

This Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Carlisle Homeowners Association, Inc. on this the 13TH day of OCTOBER 2017.

WHEREAS, the Carlisle Homeowners Association, Inc., ("Property Owner"), owns property (e.g. Map No. 064M Group B Parcel No. 00100) that is located along New Highway 96 West ("SR-96W") in the City of Franklin, TN; and

WHEREAS, the City acquired a 345 square feet (SF) Permanent Drainage Easement and a 2,294 SF Temporary Slope and Construction Easement from the Property Owner as part of the SR-96 West Sidewalk [Multi-Use] 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, Green Pastures Landscape Company, LLC, has provided a proposal ("Exhibit B"), dated November 18, 2016, to repair and replace the damaged irrigation system at a total cost of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00.)

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. 2017-0193**), the City agrees to pay the Property Owner Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) 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.

The City Administrator Approved this Agreement on the 13th day of OCTOBER 2017 under the Authority Granted by the Franklin Board of Mayor and Aldermen by Resolution 2012-05.

WITNESS our hands on the dates as indicated.

Carlisle Homeowners Association, Inc.

By: [Signature]

Print Name: DOUGLAS M. HENRY

Title: PRESIDENT

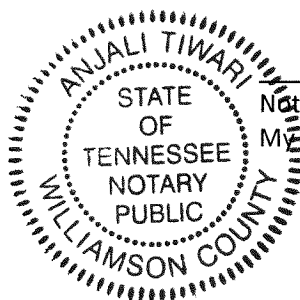
Date: 10 OCTOBER 2017

STATE OF Tennessee

COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Douglas M Henry, 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 10th day of October, 2017.



[Signature]
Notary Public

My Commission Expires: Oct 3rd 2020

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: Eric S. Stuckey
ERIC S. STUCKEY
City Administrator

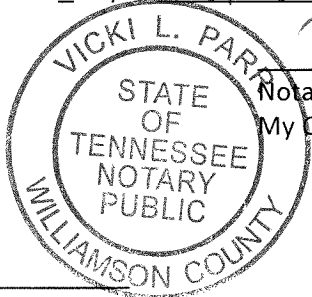
Date: 10-13-2017

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this 13 day of October, 2017.

Notary Public
My Commission Expires: 2-23-20

Approved as to form by:

Tiffani M. Pope
Tiffani M. Pope, Staff Attorney

RECEIVED

AUG 21 2015

COPY

CIRCUIT COURT IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED

AUG 31 2015

Debbie McMillan Barrett
Circuit Court

CITY OF FRANKLIN, TENNESSEE)

Petitioner,)

vs.)

CARLISLE HOMEOWNERS)
ASSOCIATION, INC.; REGIONS BANK;)
and)
WILLIAMSON COUNTY, TENNESSEE,)

Respondents.)

NO. 2015-0283

BK: 6796 PG: 984-987

16027454

4 PGS:AL-ORDER

441584

07/06/2016 - 12:00 PM

BATCH 441584

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

Pick Up

ORDER OF POSSESSION

BE IT REMEMBERED that this cause came to be heard upon the original petition for condemnation of certain real property for temporary slope and construction easements for a pedestrian facility improvements project; and the filing of the notice of the filing of the petition for condemnation; the tender by the City of Franklin Tennessee; personal service on all respondents of a copy of said petition and notice; and upon the entire record in this cause;

From all of which it appears to the Court that Respondents do not contest or challenge the Petitioner's right to condemn and take the real property to be condemned in this proceeding and that, further, the Petitioner, under the law, is entitled to immediate possession of the real property sought to be acquired in this proceeding.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the Petitioner, the City of Franklin, Tennessee, be, and it is hereby, put in immediate possession of the property described below:

Permanent Drainage Easement**Carlisle 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 99 as shown in Plat Book 33 Page 20, said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the eastern property line of Lot 99 as shown in Plat Book 33 Page 20 N07°00'17"E, a distance of 21.00 feet to a point; thence leaving said property line N.83°06'43"W., a distance of 16.00 feet to a point; thence S.07°00'17"W., a distance of 22.12 feet to a point located on State Route 96 West existing northern right-of-way; thence following the existing right-of-way line of State Route 96 West in an easterly direction, a distance of 16.04 feet along a curve having a radius of 11,560.20 ft to the POINT OF BEGINNING. Containing 345 square feet, more or less.

The aforementioned property is on a parcel of land owned by Carlisle Homeowner Association, Incorporated as shown on Tax Map No. 064M, Parcel No. 00100 and recorded in Plat Book 33, Page 20 with the Williamson County Register of Deeds.

Temporary Slope and Construction Easement 1**Carlisle 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 southwestern property corner of lot 99 as shown in Plat Book 33 Page 20 said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the western property line of Lot 99 as shown in Plat Book 33 Page 20 in a northwesterly direction, along a curve having a radius of 25.00 feet, a distance of 34.00 feet; thence S.87°50'00"E., a distance of 121.10 feet to a point; thence S.02°10'00"W., a distance of 20.00 feet to a point located on State Route 96 West northern right-of-way; thence N.87°43'00"W along the existing State Route 96 West northern right-of-way, a distance of 96.69 feet to the POINT OF BEGINNING. Containing 2,294 square feet more or less.

The aforementioned property is on a parcel of land owned by Carlisle Homeowners Association, Incorporated as shown on Tax Map No. 064M, Parcel No. 00100 and recorded in Plat Book 33, Page 20 with the Williamson County Register of Deeds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the property described in the petition is hereby declared condemned and taken as of the date of the entry of this order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the issue of just

compensation is reserved for a jury trial.

IT IS SO ORDERED this 31st day of April, 2015.


HONORABLE JAMES G. MARTIN, III

APPROVED FOR ENTRY:

By: Kristen L. Corn

Kristen L. Corn

Assistant City Attorney (BPR# 028258)

Shauna R. Billingsley

City Attorney (BPR#023362)

City of Franklin Law Department

109 Third Avenue South

Franklin, Tennessee 37064

Phone: (615) 550-6603

Fax: (615) 550-6998

kristen.corn@franklintn.gov

ATTORNEYS FOR THE CITY OF FRANKLIN, TENNESSEE

I, DEBBIE McMILLAN BARRETT, CLERK OF CIRCUIT COURT,
WILLIAMSON COUNTY, TENNESSEE DO HEREBY CERTIFY
THE FOREGOING TO BE A TRUE AND PERFECT COPY
OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.
BOOK 6796 PAGE 986
DATE 4/1/2015 CLERK Debbie Barrett

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing has been served by first class United States mail upon:

CARLISLE HOMEOWNERS ASSOCIATION, INC.

50 Vantage Way, Suite 100
Nashville, Tennessee 37228-1553

REGIONS BANK

Corporation Service Company
2908 Poston Avenue
Nashville, Tennessee 37203-1312

WILLIAMSON COUNTY, TENNESSEE

Robert R. Cook (BPR #021679)
Buerger, Moseley & Carson
306 Public Square
Franklin, Tennessee 37064

this 21 day of August 2015.



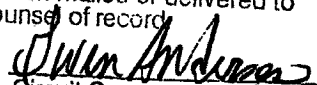
Ellen Hansen

CLERK'S CERTIFICATE

I hereby certify that a true and exact copy of
foregoing has been mailed or delivered to
all parties or counsel of record

Page 4 of 4

9/1/2015
Date


Circuit Court

Page 4 of 4



Proposal

Prepared For: *The Gates of Carlisle HOA
Shay Hall*

Prepared By: *Andrea Young
Green Pastures Landscape Company, LLC*

Date: *11/18/16*

RE: *Irrigation Repairs Proposal*

Scope shall include repairing (2) valves and irrigation system that were are damaged upon installation of sidewalk along Highway 96, all necessary parts and labor. Scope does not include any irrigation work between sidewalk and road.

Total not to Exceed: **\$3500.00**

**proposed pricing is guaranteed through 01/31/17*