

OWNER 1: SADIE T. BASKIN  
OWNER 2: 2  
TAX MAP: 106  
PARCEL: 185.00  
TRACT: 1

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

**AGREEMENT FOR DEDICATION OF EASEMENT  
LADD PARK INTERCEPTER SEWER  
COF Contract 2016-0235**

Pick Up

For and in consideration of ONE DOLLAR (\$1.00) Dollars,  
in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is  
hereby acknowledged, SADIE T. BASKIN 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 Sanitary Sewer 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 3 day of Feb., 20 17.

**BK: 7005 PG: 59-69  
17005719**

11 PGS:AL-EASEMENT	
477522	
<b>02/10/2017 - 01:50 PM</b>	
BATCH	477522
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	57.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	

Randall R. Baskin  
(Signature)  
RANDALL R. BASKIN  
(Printed Name)  
Randall R. Baskin  
Attorney in Fact for  
Sadie T. Baskin  
Randall R. Baskin  
(Signature)  
Randall R. Baskin  
(Printed Name)

STATE OF Tennessee  
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Randall R. Baskin, Attorney in Fact for Sadie T. Baskin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainor, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 3rd day of February, 2017.

Linda J. Anderson  
NOTARY PUBLIC  
My Commission Expires: 9-20-20

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 10th day of January, 2017.

Vicki L. Parr  
NOTARY PUBLIC  
My Commission Expires: 2/23/20



#### PERMANENT EASEMENT #1

A 40-foot permanent easement, as shown in the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point on the northerly boundary of subject property, said point being  $\pm 375.5$  feet, more or less, southeasterly of the northwest corner of subject property;

THENCE, in a southerly direction  $\pm 243.5$  feet, more or less, to a point; thence in a southeasterly direction  $\pm 400.0$ , more or less, to a point; thence in a southeasterly direction  $\pm 412.8$ , thence in a southeasterly direction  $\pm 619.5$  more or less, to a point; thence in a southeasterly direction  $\pm 74.3$ , more or less, to a point on the easterly boundary of subject property, said point being  $\pm 94.4$  feet, more or less, southerly of the northeast corner of subject property. The total area contained within the easement is  $\pm 69,500$  square feet or  $\pm 1.60$  acres.

#### PERMANENT EASEMENT #2

A 40-foot permanent easement being adjacent to Permanent Easement #1, as shown in the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point on the southwesterly boundary of Permanent Easement #1;

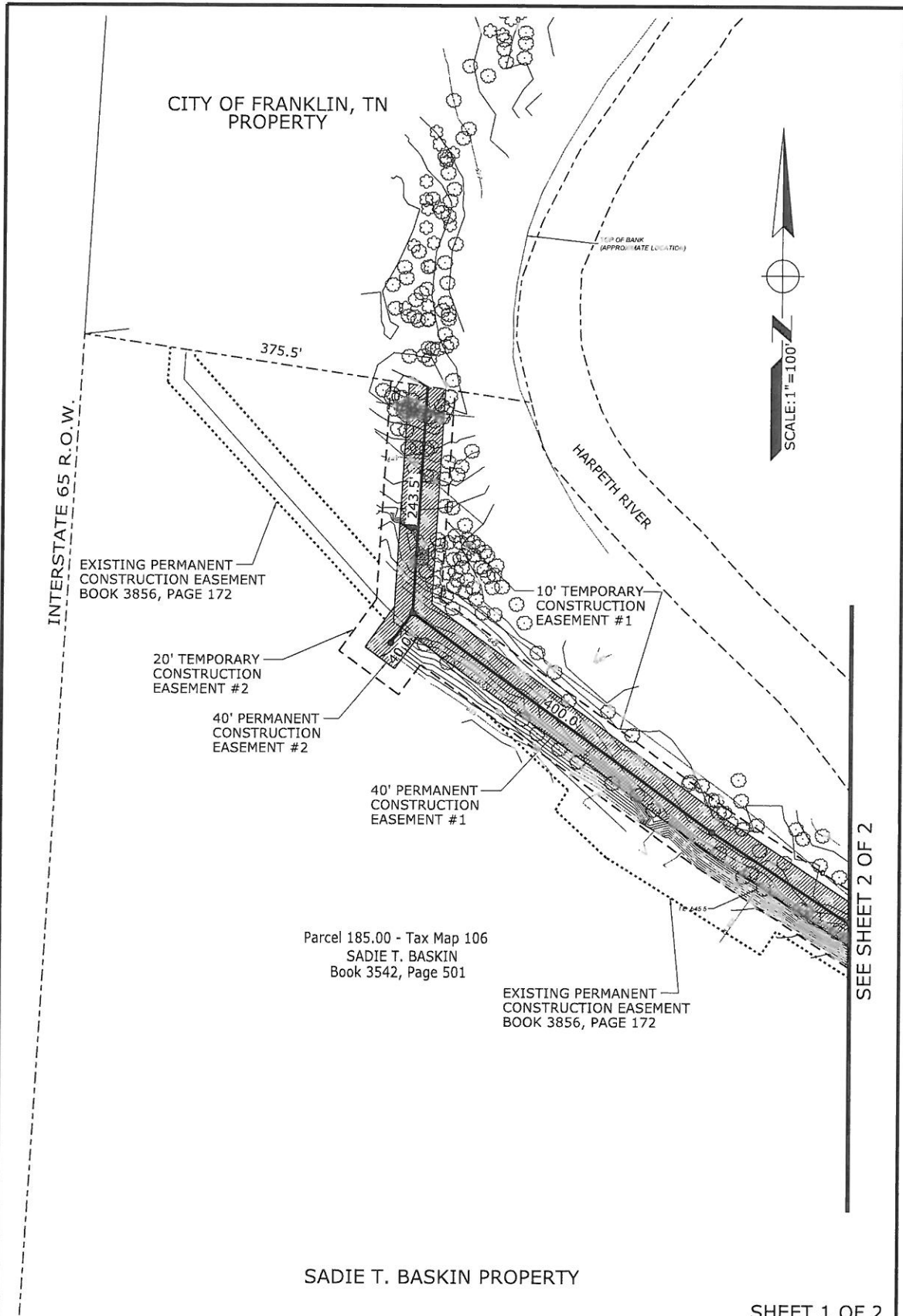
THENCE, in a southeasterly direction  $\pm 40$  feet, more or less, to an endpoint. The total area contained within the easement is  $\pm 1,664$  square feet or  $\pm 0.04$  acres.

#### TEMPORARY EASEMENT #1

A 10-foot temporary construction easement being adjacent and parallel to the northerly AND easterly boundaries of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is  $\pm 10,240$  square feet or  $\pm 0.24$  acres.

#### TEMPORARY EASEMENT #2

A 20-foot temporary construction easement being adjacent and parallel to the southerly and westerly boundaries of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is  $\pm 23,615$  square feet or  $\pm 0.54$  acres.



SHEET 1 OF 2

**CITY OF FRANKLIN**  
TENNESSEE  
DR. KEN MOORE  
MAYOR  
ERIC S. STUCKEY  
ADMINISTRATOR

109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TENNESSEE 37065

DRAWING PREPARED BY:

**SSR**  
Dallas Denver Ft. Lauderdale Houston Knoxville Memphis Phoenix Sacramento

**Smith  
Seckman  
Reid, Inc.**

2995 Sidco Drive  
Nashville, TN 37204  
615.383.1113  
Fax: 615.386.8469  
www.ssr-inc.com





**SPECIAL CONDITIONS  
COF CONTRACT 2016-0235**

The City of Franklin agrees to the following:

- Any trees cleared for the project will be removed completely from the Baskin property
- Any damage to the irrigation system will be repaired by the City of Franklin's contractor
- All fences that are removed or damaged during construction will be replaced with new fencing.
- All construction fencing will be removed at the end of construction.
- City employees or any contracted work crews agree they will not come through the front entrance of the farm under any circumstances.

The recording of this document abandons the previously recorded easement in Record Book 3856, Page 172. Sadie T. Baskin Agrees to allow the force main sewer to remain in place and operational until construction of the new interceptor is complete and accepted by the City of Franklin.

# DURABLE GENERAL POWER OF ATTORNEY

OF

SADIE T. BASKIN

I, **SADIE T. BASKIN**, revoke all durable general powers of attorney previously executed by me and execute this document as my durable general power of attorney.

1. **Appointment of Agent.** I appoint **RANDALL R. BASKIN** to serve as my attorney-in-fact and agent (my "Agent") and authorize my Agent to assist me with my personal, business, banking, and all of my other financial matters as provided in this document. If **RANDALL R. BASKIN** is unable to serve as my Agent for any reason, I appoint **ROGER S. BASKIN** as my Agent.

2. **Effective Date.** Notwithstanding any provision herein to the contrary, this document shall become effective only if I become incompetent at some later date and, so long as I am competent, no person appointed as my Agent hereunder shall have any authority to act for me or on my behalf. If I should become incompetent at a later date, then such incompetence must be established in accordance with the procedures set forth below in this document in order to trigger the powers and authority granted to my Agent in this document. In connection with such procedures and determination as to my competence or incompetence, I specifically waive any and all privacy protections and requirements set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and specifically authorize my Agent to have access to all of my individually identifiable health information and any protected health information which is in the possession of any of my health care providers.

3. **Determination of Incompetence.** For purposes of this document, any person shall be conclusively deemed incompetent upon the certification of incompetence of the regular attending physician for such person or, if such person has no regular attending physician or if such person's regular attending physician is not available, then upon the certification of incompetence of two other physicians who have examined such person. Any such physician's certificate of incompetence shall be by written statement, signed by such physician. No court order or court determination or adjudication of incompetence shall be required.

4. **Powers and Authority of Agent.** My Agent shall have the following powers and authority, subject to the limitations described in numbered paragraph 5 below:

To receive, endorse, and deposit any and all checks or other payments received from any source;

To ask, demand, sue for, collect, recover, and receive all sums of money, debts, dues, accounts, interest, dividends, annuities, merchandise, and demands

whatsoever, as are now, or shall hereafter become due, owing, payable, or belonging to me, and have, use, and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise and agree for the same or otherwise discharge the same for me and in my name upon such terms and conditions as Agent shall deem advisable;

To receive, accept, and acknowledge on my behalf any and all funds and other property of every nature to which I may be entitled as a beneficiary, legatee, devisee, remainderperson, or heir-at-law with respect to the estate of any decedent or any trust;

To add, convey, or otherwise transfer any asset or property I own to any trust agreement of which I am a grantor (but not to revoke or amend any such agreement);

To renounce or disclaim any property or interest in property or powers to which I may become entitled, whether by gift or will or intestate succession or trust or otherwise;

To bargain, contract, agree for, buy, sell, mortgage, encumber, and in any and every way and means deal in and with real property, goods, services, merchandise, commodities, bonds, stocks, securities, and other property, and to release mortgages or other encumbrances on lands or chattels, all upon such terms and conditions as my Agent shall deem advisable;

To bargain, lease, contract, agree for, purchase, sell, convey, receive, mortgage, take, and release lands and any and all interests therein, and to execute and deliver all deeds, deeds of trust, and other assurances of title upon such terms and conditions and under such covenants as my Agent shall deem advisable;

To transact all my banking business at any financial institution, to make and withdraw deposits, enter safe deposit boxes, open and close accounts, draw and endorse checks, make and give guaranties of payment or performance, draw, make, and endorse promissory notes, drafts, bills of exchange, and any other negotiable instruments;

To transact all insurance business on my behalf, to apply for or continue policies, collect profits, file claims, make demands, enter into compromise and settlement agreements, file suits or actions, and take any other action necessary or proper in this regard;

To transact, conduct, and operate any business on my behalf, to vote any shares of stock owned by me in any corporation or in any mutual fund or other security, to execute proxies and waivers, to receive and receipt for any benefits accruing to me



from the ownership of any investment or business interest, and generally do anything and everything necessary and proper for the furtherance, promotion, and protection of any interest in any business or any investment owned by me;

To prepare, sign, and file federal and state income tax, gift tax, and other tax returns and to take all appropriate action on my behalf, including the appointment and hiring of attorneys, accountants, appraisers, or other representatives, in audits, requests for information, other inquiries, claims for refund, or litigation involving such returns;

To apply for licenses, keep records and accounts, make reports, give statements, and receive and give out information pertaining to me or to any business interest I may own;

To honor and fulfill any unpaid charitable pledges made by me and/or my spouse;

To sign, seal, execute, deliver, and acknowledge such instruments in writing for me and in my name and as my act and deed of whatever kind or character as may be proper; and

To exercise any and all of the powers set forth in Tennessee Code Annotated Section 34-6-109, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in said statute on the date of the execution of this grant of power of attorney), even if said statute be amended or repealed hereafter and even if my Agent acts on my behalf pursuant to this document in a state other than Tennessee.

Giving and granting unto my Agent full power and authority to do, execute, and perform all and every other act and thing whatsoever, without any limitation whatsoever, except as specifically provided herein, and without being confined to the acts specifically authorized herein, requisite or necessary to be done in and about the premises as fully and to all intents and purposes as I might or could do and I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of these presents, and for me and in my name and on my behalf.

5. **Limitation of Agent's Powers and Authority.** So long as **ROGER S. BASKIN** is serving as my Agent, he may maintain and shall not be required to diversify any investments made by me and/or my spouse and/or any company of ours, without regard to investment risk, and he shall not be responsible for any actual loss that occurs with regard to prior investments. However, in selecting future investment opportunities as my Agent and on my behalf, **ROGER S. BASKIN** shall be limited to AA or AAA rated investments. The limitations described in this paragraph shall not apply so long as **RANDALL R. BASKIN** is serving as my Agent.

6. **Gifts.** In accordance with Tennessee Code Annotated Section 34-6-110, I specifically authorize my Agent to make annual gifts no greater than the applicable federal gift

tax exclusion amount, as well as gifts of unlimited amounts under § 2503(c) of the Internal Revenue Code, to each or any person who is related to me by blood, adoption, or marriage, all as my Agent shall determine to be consistent with my wishes, consistent with any prior pattern or history of gifts to, or testamentary provisions for, such persons, and prudent in light of my resources and needs. Provided, however, that so long as **ROGER S. BASKIN** is serving as my Agent, in order to exercise his power and authority to make gifts pursuant to this paragraph, he must first obtain the unanimous written consent of a special advisory committee, which shall consist of those who are then-living and not incompetent of **DON COOMER** and **LEE SYNOTT**. If **RANDALL R. BASKIN** is serving as my Agent, approval of the special advisory committee shall not be required. If I am married, I further authorize my Agent to elect gift-splitting with respect to gifts made by my spouse.

7. **Nomination of Guardian or Conservator.** If a guardian (including a limited guardian) or conservator of my property should for any reason be appointed, then I nominate my then-serving Agent to serve as such guardian or conservator.

8. **Administrative Provisions.** This document is intended to be valid in any jurisdiction in which it is presented. My Agent shall not be entitled to compensation for services performed pursuant to this document, but my Agent shall be entitled to reimbursement for all reasonable out of pocket expenses incurred by my Agent as a result of carrying out any provision of this document. The powers granted under this document are separable, so that the invalidity of one or more such powers shall not affect or invalidate any other such powers.

9. **Durability.** This document shall not be affected by any subsequent disability, incapacity, or incompetence of mine, if such should occur. It is my express intent that the authority herein conferred upon my Agent shall be exercisable in all events notwithstanding my subsequent disability, incapacity or incompetence. This power shall not terminate if I become disabled, incapacitated, or incompetent.

IN WITNESS WHEREOF, I sign this Durable General Power of Attorney on this 18<sup>th</sup> day of July, 2016.

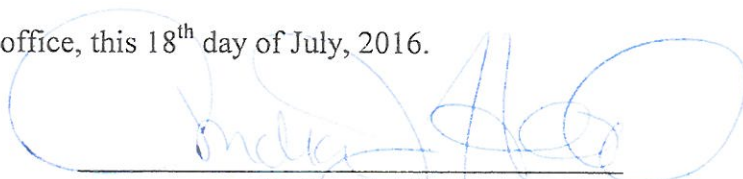


SADIE T. BASKIN

STATE OF TENNESSEE           )  
COUNTY OF WILLIAMSON       )

Personally appeared before me, a Notary Public in and for said County and State, the within named SADIE T. BASKIN, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing power of attorney as such person's free act and deed and for the purposes contained therein.

WITNESS my hand and official seal, at office, this 18<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

3-7-17

PREPARED BY:

Andra J. Hedrick, Esq.  
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