

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

OWNER: Cumberland & Western Resources, LLC  
TAX MAP: 063  
PARCEL: 02800  
PROJECT: Spencer Creek

Pick Up

BK: 7309 PG: 625-631  
18008368

7 PGS:AL-EASEMENT	
532035	
03/07/2018 - 09:50 AM	
BATCH	532035
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
SADIE WADE	
REGISTER OF DEEDS	

**AGREEMENT FOR DEDICATION OF SANITARY SEWER EASEMENT, PERMANENT ACCESS EASEMENT,  
AND TEMPORARY CONSTRUCTION EASEMENT  
COF Contract No. 2018-0033**

That for and in consideration of the sum of One Dollar (\$1.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Cumberland & Western Resources LLC, a Wyoming limited liability company ("owner"), does hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a sanitary sewer easement accommodating a single sewer line with a maximum thirty-six inch (36") diameter, a permanent access easement, and a temporary construction easement all of which are 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 sanitary sewer infrastructure and improvements within the limits of the aforescribed easements.

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, as long as 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.

Except in the event of an emergency situation, prior to the City of Franklin, Tennessee, its servants and agents entering within the limits of the aforescribed easements to construct, operate, maintain, repair, replace and inspect sanitary sewer infrastructure and improvements, the City of Franklin, Tennessee will provide Owner sufficient notice of the date and time of any such actions within

the limits of the aforescribed easements to provide Owner a reasonable opportunity to have a representative present during any such actions.

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 slopes within the limits of the aforescribed easement. Upon completion of the construction all Temporary Slope and Temporary Construction Easements shall be abandoned.

WITNESS my/our hand(s), this 28<sup>th</sup> day of February, 2018.

CUMBERLAND & WESTERN RESOURCES, LLC

By: [Signature]

Name: Greg Betterton

Its: Manager

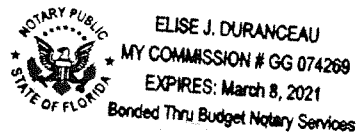
STATE OF Florida  
COUNTY OF Sarasota

Personally appeared before me, the undersigned, a Notary Public of said State and County, Greg Betterton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that (s)he executed the within instrument for the purposes therein contained, and further acknowledge himself to be the Manager of Cumberland & Western Resources LLC, and as such, is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 28 day of February, 2018.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



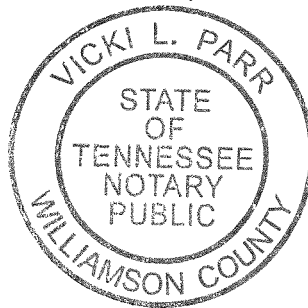
CITY OF FRANKLIN:

Eric S. Stuckey  
Eric S. Stuckey  
City Administrator

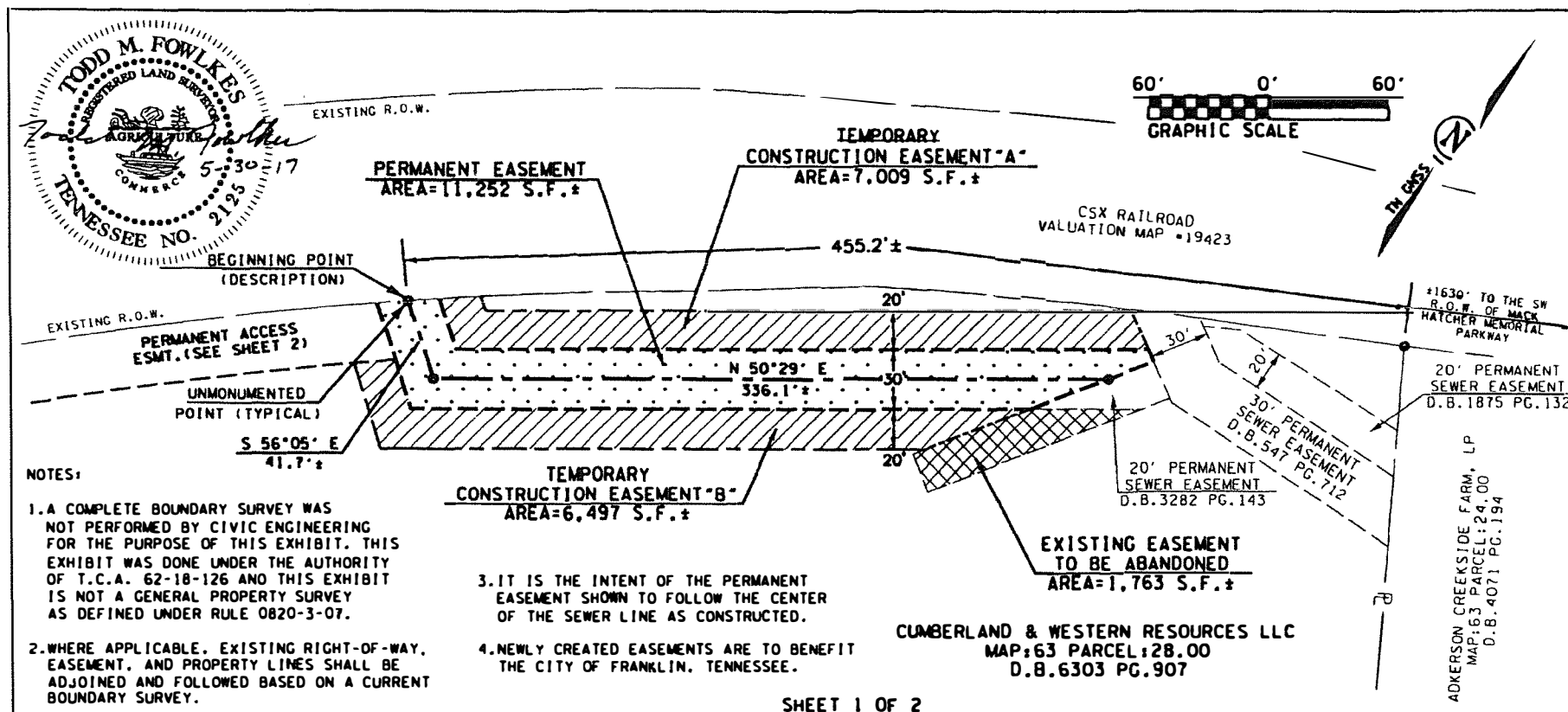
State of Tennessee  
County of Williamson

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 acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the City Administrator of the City of Franklin, Tennessee, and as such, is authorized, to execute this instrument on behalf of the City of Franklin.

WITNESS my hand and seal this 6 day of March, 2018.



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



## EXHIBIT "A"

SPENCER CREEK AT FRANKLIN ROAD  
CUMBERLAND & WESTERN RESOURCES LLC  
DEED BOOK 6303, PAGE 907

SCALE: 1"=60'

DATE: 5-30-2017

MAP: 63 PARCEL: 28

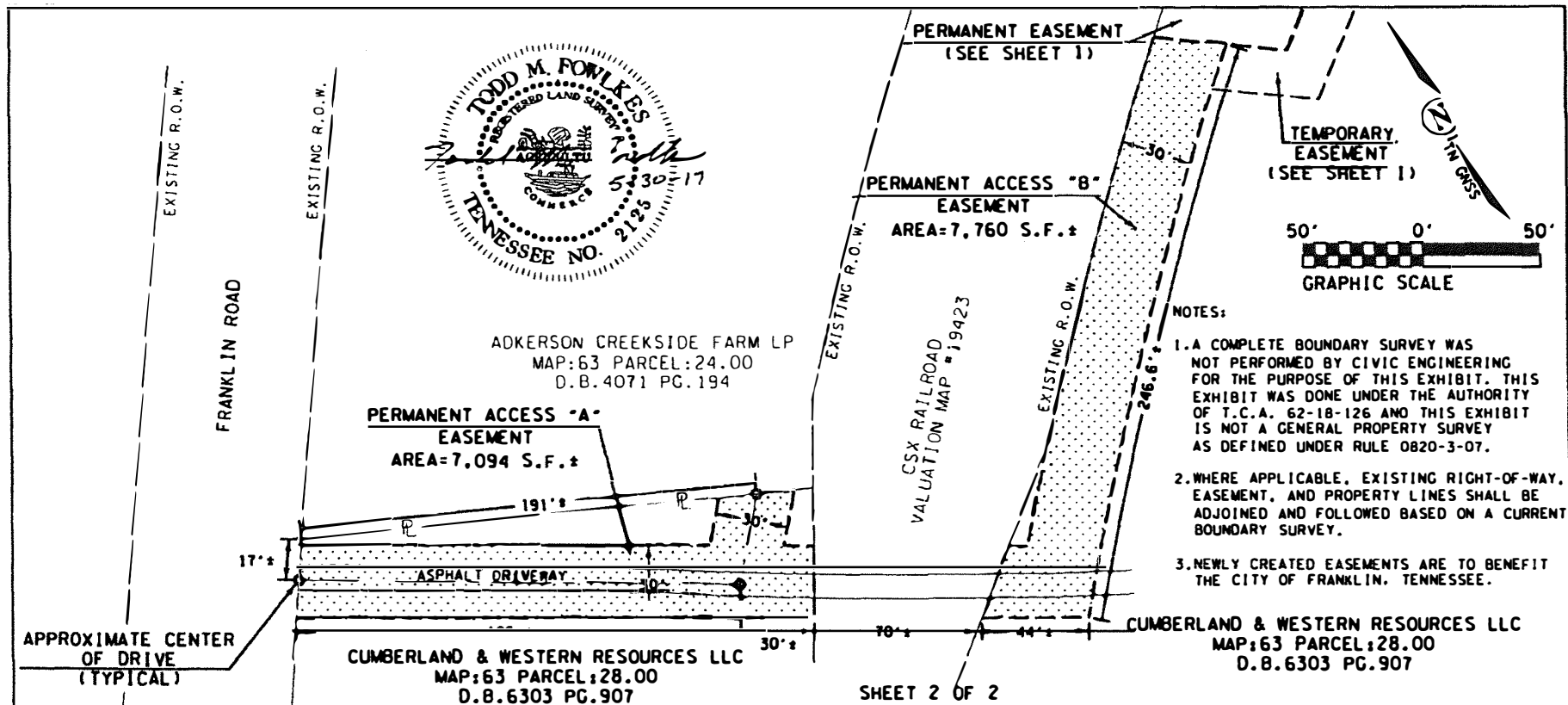
SANITARY SEWER  
REHABILITATION PROJECT  
FRANKLIN, TENNESSEE



HISTORIC  
FRANKLIN  
TENNESSEE



25 LINDSEY AVENUE  
NASHVILLE, TENNESSEE 37203  
(615) 425-2000



## EXHIBIT "A"

SPENCER CREEK AT FRANKLIN ROAD  
CUMBERLAND & WESTERN RESOURCES, LLC  
Book 6303, Page 907

SCALE: 1"=50'

DATE: 5-30-17

MAP:63 PARCEL:28

SANITARY SEWER  
REHABILITATION PROJECT

FRANKLIN, TENNESSEE

PERMANENT ACCESS EASEMENT



HISTORIC  
FRANKLIN  
TENNESSEE

**CIVIC**  
EXPERIENCE ■ TECHNOLOGY ■ PROGRESS

25 LINDSEY AVENUE  
NASHVILLE, TENNESSEE 37203  
(615) 425-2000

**OWNER: Cumberland & Western Resources LLC**  
**TAX MAP: 63**  
**PARCEL: 28**

#### **Permanent Easement**

A 30 foot wide easement crossing the subject parcel, the center line of the proposed sewer and easement being described as follows:

Beginning at a point in the southerly right-of-way of the CSX Railroad and being located southwesterly, 455.2 feet, more or less from a corner in the north boundary of the subject parcel and a northwest corner of the Adkerson Creekside Farm, L.P. property of record in Deed Book 4071, Page 194, Registers Office for Williamson County, Tennessee;

Thence leaving said right-of-way for the next two (2) approximate courses and distances to points as follows:

S56°05'E, a distance of 41.7 feet, more or less;

N50°29'E, a distance of 336.1 feet, more or less, to a point in the northwest line of a 20' Permanent Sewer Easement of record in Deed Book 3282 Page 143, Registers Office for Williamson County, Tennessee. The above described easement contains an area of 11,252 square feet, more or less as shown on the attached "Exhibit A" (Sheet 1 of 2) to which reference is hereby made for a more complete description and detailed information.

It is the intent of the above described permanent easement to follow the center of the sewer line as constructed.

#### **Permanent Access Easements**

##### **Easement "A"**

A 30 foot wide easement, the center line being described as follows: Beginning at a point in the southeast right-of-way of Franklin Road and being 17 feet, more or less in a southwest direction from a northwest corner of the subject property, said point also being located in the center of an asphalt drive; Thence leaving said right-of-way in a southeast direction for a distance of 185 feet, more or less, to a point in the center of said asphalt drive (Easement continues on for an additional 30 feet, more or less, to the northwest CSX Railroad right-of-way; Thence leaving the above mentioned point in an asphalt drive in a northeast direction to a point in a northerly line of the subject property, said point being located 191 feet, more or less, from the above mentioned northwest corner of the subject property. This easement contains an area of 7,094 square feet, more or less as shown on the attached Exhibit "A" (Sheet 2 of 2) to which reference is hereby made for a more complete description.

##### **Easement "B"**

A 30 foot wide easement southeast of and adjacent to CSX Railroad right-of-way, the south and east lines being described as follows; Beginning at a point in said CSX right-of-way, said point being located 285 feet, more or less, in a southeasterly direction from a point in the southeast right-of-way of Franklin Road; Thence leaving said right-of-way in a southeasterly direction for a distance of 44 feet, more or less, to a point; Thence in a northeasterly direction for a distance of 246.6 feet, more or less to a point in the south line of the above described "Permanent Easement"; This easement contains an area of 7,760 square feet, more or less as shown on the attached Exhibit "A" (Sheet 2 of 2) to which reference is hereby made for a more complete description.

### **Temporary Construction Easements**

#### **Easement "A"**

Being a 20 foot wide easement lying northwest of and adjacent to the above described "Permanent Easement" and containing an area of 7,009 square feet, more or less as shown on the attached "Exhibit A" (Sheet 1 of 2) to which reference is hereby made for a more complete description.

#### **Easement "B"**

Being a 20 foot wide easement lying southeast of and adjacent to the above described "Permanent Easement" and containing an area of 6,497 square feet, more or less as shown on the attached "Exhibit A" (Sheet 1 of 2) to which reference is hereby made for a more complete description.

Said Temporary Construction Easements shall terminate after completion of construction.

The above described easements being part of the same property conveyed to Cumberland & Western Resources, LLC. by deed of record in Book 6303, page 907, in the Registers Office for Williamson County, Tennessee. Property also known as 354 Franklin Rd.

This description was prepared by Civic Engineering, Inc., Todd M. Fowlkes, TN R.L.S. #2125. Exhibit "A" dated 5-30-2017.

**This Instrument Was Prepared By:**

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

**OWNER:** The Harlinsdale Manor  
Homeowners Association  
**TAX MAP:** 63E-A  
**PARCEL:** 16  
**PROJECT:** Spencer Creek at Franklin  
Road Sanitary Sewer Improvements

**AGREEMENT FOR DEDICATION OF SANITARY SEWER EASEMENT**  
**COF Contract No. 2018-0012**

That for and in consideration of the sum of One Dollar (\$1.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, The Harlinsdale Manor Homeowners' Association 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 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.





WITNESS my/our hand(s), this 4 day of April, 2018

[Signature]

(Signature)  
SHAWN POKRANT  
(Printed Name)

(Signature)

(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 SHAWN POKRANT, 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 4 day of April, 2018

[Signature]  
NOTARY PUBLIC

My Commission Expires: 06/08/18

CITY OF FRANKLIN:

[Signature]

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 executed the within instrument for the purposes therein contained, and who further acknowledge 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 5 day of April, 2018



[Signature]  
NOTARY PUBLIC

My Commission Expires: 2-23-20

**SPECIAL CONDITIONS**

1. The blasting contractor shall provide at least 72 hours of advanced notice to the homeowners prior to any blasting.
2. Access to the construction site shall be through the access north of Harlinsdale Court on Franklin Road as discussed and shown on the construction plans. No construction traffic or access through the subdivision will be allowed.
3. The City of Franklin agrees to replace any trees that are removed. The type and size of the trees will be agreed upon between City staff and the HOA representative.
4. The easement is for sanitary sewer only. No other utilities shall be permitted.
5. The City of Franklin agrees to pave the existing gravel path with asphalt from its existing terminus to the pedestrian bridge over Spencer Creek. This is also shown on the plans.

**OWNER: THE HARLINSDALE MANOR HOMEOWNERS ASSOCIATION**  
**TAX MAP: 63-E A**  
**PARCEL: 16**

### **Permanent Easement "A"**

Being a 30 foot wide easement crossing the subject parcel, the center line of the proposed sewer and easement being described as follows:

Beginning at a point in the west right-of-way of Franklin Road and being located southwest, 55.4 feet, more or less, from the northeast corner of the subject parcel of record in Deed Book 5592, Page 990, Registers Office for Williamson County, Tennessee.

Thence, leaving said right-of-way for the next three (3) courses and distances to points as follows:

N 56°05' W, a distance of 102.9 feet, more or less;

N 79°46' W, a distance of 360 feet, more or less;

N 57°16' W, a distance of 18.5 feet, more or less, to a point in south property line of a tract designated as "Dedication to The City" of record in Plat Book 48, Page 88, Registers office for Williamson County, TN.

The above described easement contains an area of 13,733 square feet, more or less and excludes any area contained within an existing Sanitary Sewer Easement of record in Plat Book 48, Page 88, Registers Office for Williamson County, Tennessee, as shown on the attached "Exhibit A" to which reference is hereby made for a more complete description and detailed information.

It is the intent of the above described permanent easement to follow the center of the sewer line as constructed.

### **Temporary Construction Easement**

#### **Easement "A"**

Being a 20 foot wide easement lying north of and adjacent to the above described "Permanent Easement" and containing an area of 8,561 square feet, more or less as shown on the attached "Exhibit A" to which reference is hereby made for more detailed information.

#### **Easement "B"**

Being a 20 foot wide easement lying south of and adjacent to the above described "Permanent Easement" and containing an area of 9,363 square feet, more or less and

excludes any area contained within an existing Sanitary Sewer Easement of record in Plat Book 48, Page 88, Registers Office for Williamson County, Tennessee, as shown on the attached "Exhibit A" to which reference is hereby made for more detailed information.

Said Temporary Construction Easements shall terminate after completion of construction.

Being part of the same property conveyed to The Harlinsdale Manor Homeowners Association of in record in Deed Book 5592, Page 990 in the Registers Office for Williamson County, Tennessee.

The above descriptions were prepared by Civic Engineering, Inc., Todd M. Fowlkes, TN R.L.S. #2125. Exhibit "A" dated 5-25-2017.



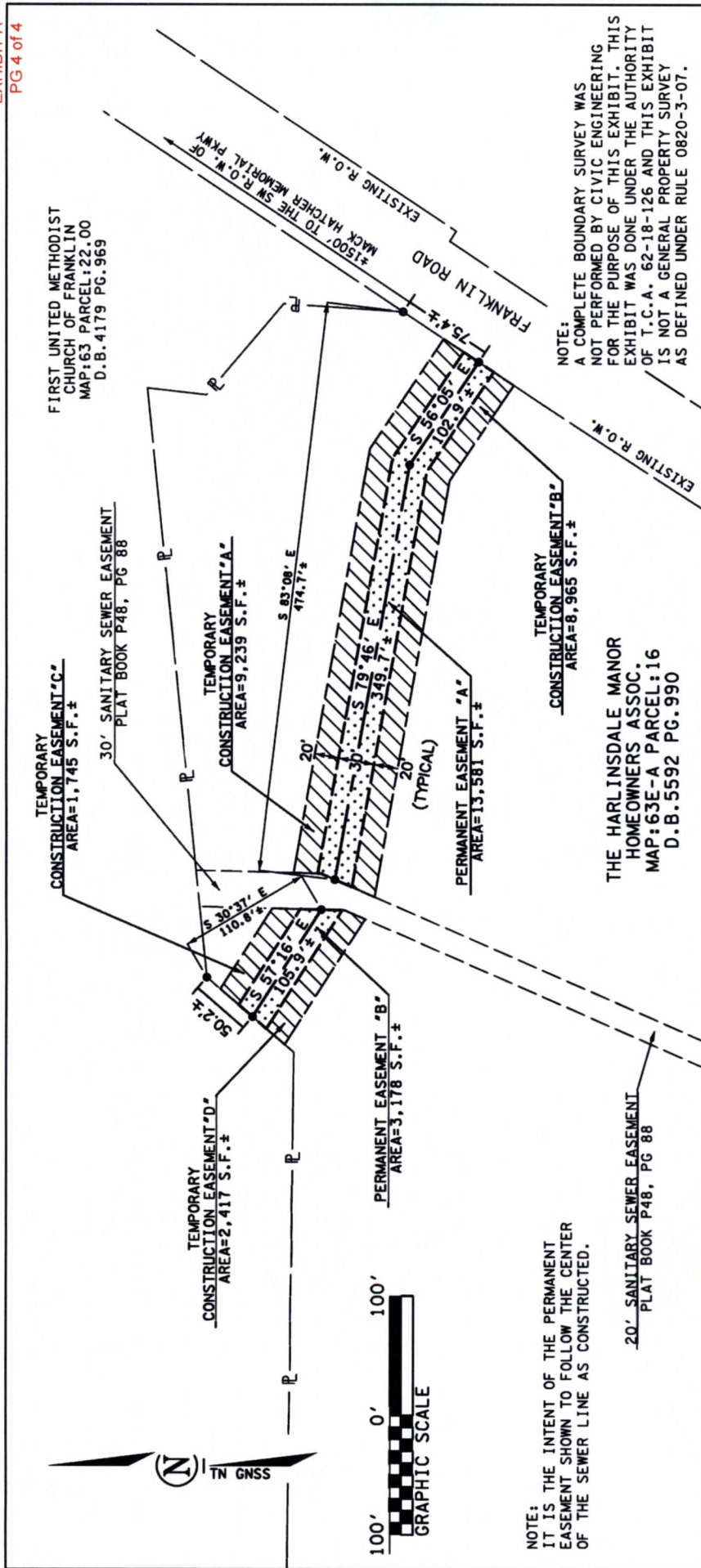


EXHIBIT "A"

SPENCER CREEK AT FRANKLIN ROAD  
THE HARLINSDALE MANOR  
HOMEOWNERS ASSOCIATION  
DEED BOOK 5592, PAGE 990

SANITARY SEWER  
REHABILITATION PROJECT  
FRANKLIN, TENNESSEE



25 LINDSLEY AVENUE  
NASHVILLE, TENNESSEE 37200  
(615) 425-2000

SCALE: 1"=100' DATE: 11-07-2014 MAP: 63E-A PAR: 16