

**This Instrument Was Prepared By:**

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

**OWNER: T-C Southside at McEwen  
Retail LLC**

**TAX MAP: 062**

**PARCEL: 22.12**

**PROJECT: Southside at McEwen (Whole  
Foods Center)**

**AGREEMENT FOR DEDICATION OF EASEMENT  
COF Contract No. 2019-0069**

**Pick Up**

That for and in consideration of the sum of Ten and 00/100 Dollars (\$ 10.00 ), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, T-C Southside at McEwen Retail LLC 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 Traffic Signal Equipment 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.

**BK: 7660 PG: 426-429**

**19023556**

(Signatures on Page 2)

4 PGS:AL-EASEMENT	
600887	
<b>06/25/2019 - 02:26 PM</b>	
BATCH	600887
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  
**SHERRY ANDERSON**  
REGISTER OF DEEDS

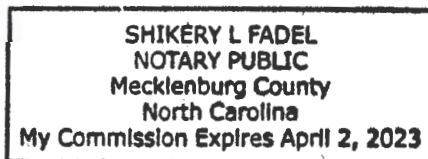
WITNESS my/our hand(s), this 17 day of June, 2019.

[Signature]  
(Signature)  
Ryan Boan  
(Printed Name)  
[Signature]  
(Signature)  
Stacy Demares  
(Printed Name)

STATE OF North Carolina  
COUNTY OF Mecklenburg

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Ryan Boan, 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 Director 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 17 day of June, 2019.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

CITY OF FRANKLIN:  
[Signature]  
Eric S. Stuckey  
City Administrator

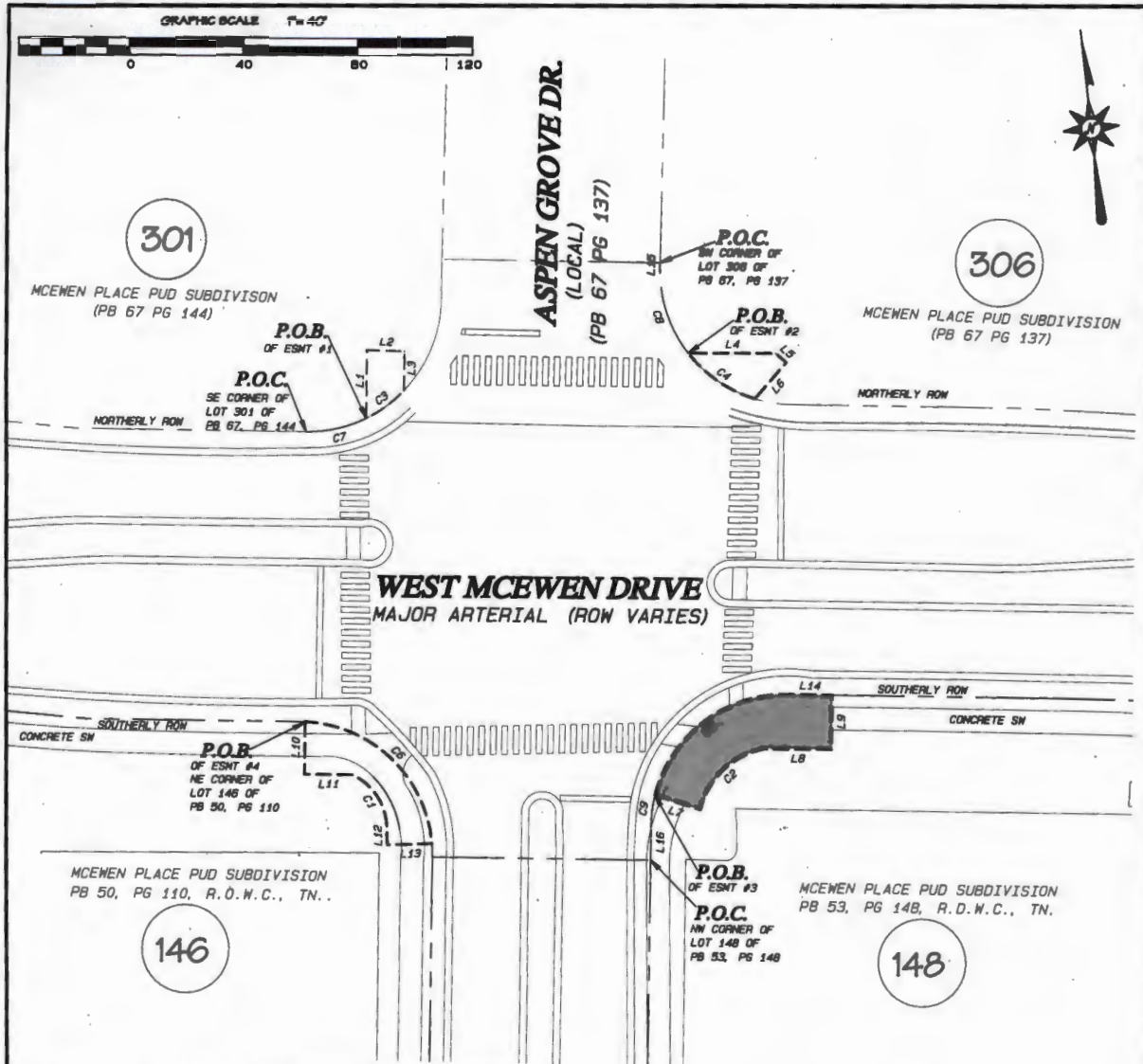
State of Tennessee  
County of Williamson

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 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 20 day of June, 2019.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 2/23/20



LINE	ARC	CHORD BEARING	RADIUS	CENTRAL ANGLE	CHORD
C1	23.01'	S27°11'54"E	20.50'	64°18'59"	21.82'
C2	32.12'	N52°17'35"E	28.63'	64°17'39"	30.46'
C3	16.42'	S60°29'22"W	46.50'	20°14'00"	16.34'
C4	28.61'	N49°12'26"W	46.50'	35°15'07"	28.16'
C5	62.44'	S58°48'00"W	46.50'	76°56'19"	57.85'
C6	67.00'	N39°40'14"W	46.50'	82°33'14"	61.35'
C7	21.64'	N83°56'28"E	46.50'	26°40'11"	21.45'
C8	31.53'	S12°09'13"E	46.50'	38°51'20"	30.93'
C9	10.60'	N13°48'03"E	46.50'	13°03'35"	10.58'

THIS SURVEY IS NOT A GENERAL  
PROPERTY SURVEY AS DEFINED  
UNDER RULE 0820-3-07.



ROGER HARRAH LS 2039

LINE	BEARING	DISTANCE
L1	N07°07'53"E	23.60'
L2	S81°53'53"E	13.11'
L3	S07°07'53"W	13.63'
L4	S83°30'44"E	30.45'
L5	S42°46'06"E	4.91'
L6	S47°13'54"W	16.71'
L7	S66°10'47"E	16.68'
L8	S83°17'03"E	23.75'
L9	N07°16'12"E	18.99'
L10	S07°08'34"W	18.35'
L11	S82°52'07"E	16.63'
L12	S04°57'35"W	6.22'
L13	S85°02'25"E	15.57'
L14	N82°43'48"W	15.99'
L15	S07°16'27"W	2.00'
L16	N07°16'12"E	12.00'

**LEGEND:**

- (FOIR) FOUND IRON ROD
- SET IRON ROD AND CAP
- (M) MEASURED/FIELD
- (P) PLAT/RECORD
- (C) CALCULATED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

**NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON SPC-83 AND ARE GPS DERIVED.
- NO TITLE COMMITMENT HAS BEEN PROVIDED AS OF THE DATE OF THIS SURVEY. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH WHICH MAY REFLECT INFORMATION CURRENTLY NOT PROVIDED TO THIS SURVEYOR.
- ALL DISTANCES ARE BASED ON A FIELD RUN SURVEY USING EDM EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.

**Harrah**  
**& ASSOCIATES**  
SURVEYORS • PLANNERS  
804 AUTUMN WOODS CT  
SUITE 205  
FRANKLIN, TN 37067  
PHONE: (615) 778-0983  
FAX: (615) 778-0988  
E-MAIL: roger@harrahgroup.com

I hereby certify that is a  
category 1 survey with the  
ratio of precision of the  
undistorted survey being  
greater than 1 in 10000.  
This survey was prepared in  
compliance with the current  
standards of practice adopted  
by the Tennessee State Board  
of Examiners for Land Surveyors.

Roger N. Harrah RLS #2039

**SKETCH OF PROPOSED ELECTRIC EASEMENTS**  
AT  
**NORTHSHORE MCEWEN DEVELOPMENT**

**CITY OF FRANKLIN**  
**WILLIAMSON COUNTY, TENNESSEE**

FOR  
**KIMLEY-HORN**

DATE OF DRAWING: 10-18-18	
MANAGER: RHH	CADD: ITH
PROJECT NUMBER: 2283-008	
FIELD BOOK NUMBER:	
LAST FIELD WORK: 10-18-18	
CREW CHIEF (S): ITH	
COMPUTER FILE: T283008_ESMTS	
SCALE: 1"= 40'	SHEET 1 OF 1



**LEGAL DESCRIPTION  
FOR ELECTRIC EASEMENT NO. 3  
SITUATED IN LOT 148 AT MCEWEN PLACE PUD SUBDIVISION  
CITY OF FRANKLIN, TENNESSEE**

A STRIP OF LAND FOR EASEMENT PURPOSES LOCATED IN THE 9<sup>TH</sup> CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE. BEING SITUATED IN LOT 148 OF MCEWEN PLACE PUD SUBDIVISION (PB 53, PG 148, AS RECORDED IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERN RIGHT-OF-WAY OF WEST MCEWEN DRIVE, AT A NORTHWESTERLY CORNER OF SAID LOT 148 OF MCEWEN PUD SUBDIVISION THENCE ALONG SAID COMMON BOUNDARY LINE N7 16'12"E 12.00 FEET TO A POINT; THENCE CONTINUE 10.60 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 46.50 FEET, AND A CHORD BEARING AND DISTANCE OF N13 47'51"E 10.58 FEET TO THE POINT OF BEGINNING;

THENCE, LEAVING SAID R.O.W. LINE AND NORTHERLY LINE OF SAID LOT 148 THE FOLLOWING 6 COURSES:

S66 10'47"E 16.68 FEET TO A POINT;

THENCE, 32.12 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, AND A CHORD BEARING OF N52 17'35"E AT A DISTANCE OF 30.46 TO A POINT;

THENCE, N83 17'06"E 23.75 FEET TO A POINT;

THENCE, N07 16'12"W 18.99 TO A POINT;

THENCE, N82 43'48"W 15.99 TO A POINT;

THENCE, 62.44 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, AND A CHORD BEARING AND DISTANCE OF S58 48'00"W 57.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 1206 SQUARE FEET, MORE OR LESS.

BEARINGS BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).

PREPARED BY:

HARRAH AND ASSOCIATES

ROGER H. HARRAH, RLS 2039