

Pick Up

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

**AGREEMENT FOR DEDICATION OF EASEMENT FOR
PERMANENT DRAINAGE, TEMPORARY SLOPE AND TEMPORARY CONSTRUCTION**

For and in consideration of One (\$1.00) Dollar, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **TOMLINSON FORT, JR (TR)** does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement described as attached. All of which is more particularly shown by words, figures, signs and symbols on the attached Exhibits and Map, which is made a part hereof.

****see attached easement descriptions****

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect Drainage Improvements within the limits of the aforescribed permanent Drainage 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.

The Temporary Slope and Temporary Construction Easement shall terminate upon the completion of the construction project and shall remain the property of the Grantors.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct the roadway slope for the **NEW HIGHWAY 96 AT BOYD MILL AVENUE IMPROVEMENTS PROJECT** within the limits of the aforescribed easement.

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.

Upon completion of the construction of the **NEW HIGHWAY 96 AT BOYD MILL AVENUE IMPROVEMENTS PROJECT**, the Temporary Slope and Temporary Construction Easement shall be abandoned.

BK/PG:4971/300-304

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EASEMENT	
12/11/2009	11:11 AM
BATCH	166480
MTG TAX	0.00
TRN TAX	0.00
REC FEE	25.00
DP FEE	2.00
ARD FEE	0.00
TOTAL	27.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

WITNESS my/our hand(s), this 2nd day of DECEMBER, 2009.

Tomlinson Fort Jr.
(Signature)

TOMLINSON FORT, JR.
(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 Tomlinson Fort, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge himself to be the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 2 day of December, 2009.



Katharine Sausa
NOTARY PUBLIC
My Commission Expires: 1-21-2013

ATTEST:

BY: Eric S. Stuckey
ERIC S. STUCKEY
CITY ADMINISTRATOR

CITY OF FRANKLIN:

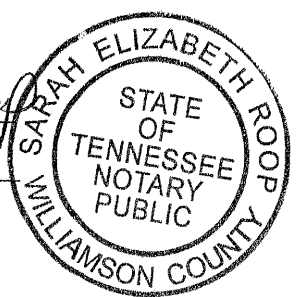
John C. Schroer
JOHN C. SCHROER
MAYOR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, **ERIC S. STUCKEY AND JOHN C. SCHROER**, with whom I am personally acquainted and who acknowledge that they executed the within instrument for the purposes therein contained, and who further acknowledge that they are the Mayor and City Administrator of the maker or a constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this 2nd day of December, 2009.

Sarah Elizabeth Roof
NOTARY PUBLIC
My Commission Expires: 7-31-11



Tract 4

The below described tract located in the 14 Civil District of Williamson County is part of the property conveyed to Fort Tomlinson JR (TR) of record in Deed Book 4352, Page 326 in the Register's Office of Williamson County, Tennessee.

Drainage Easement

Beginning at a point in the existing north right of way of State Route 96, said point being 60.32 feet left of proposed State Route 96 centerline station 69+86.55; thence leaving said existing north right of way, North 41 degrees 10 minutes 20 seconds East a distance of 8.82 feet to a point, said point being 67.17 feet left of proposed State Route 96 centerline station 69+92.11; thence South 86 degrees 30 minutes 18 seconds East a distance of 25.95 feet to a point, said point being 66.55 feet left of proposed State Route 96 centerline station 70+18.05; thence South 62 degrees 35 minutes 00 seconds West a distance of 12.65 feet to a point in said existing north right of way, said point being 60.31 feet left of proposed State Route 96 centerline station 70+07.05; thence with said existing north right of way, North 87 degrees 50 minutes 39 seconds West a distance of 20.49 feet to the point of beginning.

The above described tract contains 155 square feet, more or less.

Slope Easements

By this instrument the grantors hereby convey an easement for construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed remains the property of the grantors. This easement shall terminate upon completion of construction of the project.

Slope Easement 1 - Beginning at a point in the existing north right of way of State Route 96, said point being 60.35 feet left of proposed State Route 96 centerline station 69+17.18; thence north a distance of 2 feet more or less to a point; thence east a distance of 33 feet more or less to a point; thence east a distance of 19 feet more or less to a point; thence east a distance of 5 feet more or less to a point; thence east a distance of 18 feet more or less to a point; thence southwest a distance of 9 feet more or less to a point in said existing north right of way, said point being 60.32 feet left of proposed State Route 96 centerline station 69+86.55; thence with said existing north right of way, North 87 degrees 50 minutes 39 seconds West a distance of 69.38 feet to the point of beginning.

Slope Easement 2 - Beginning at a point in the west right of way of Carlisle Lane, said point being 14.60 feet left of proposed Carlisle Lane centerline station 14+25.61; thence with said west right of way, North 84 degrees 13 minutes 11 seconds West a distance of 7.59 feet to a point, said point being 22.19 feet left of proposed Carlisle Lane centerline station 14+25.42; thence leaving said existing west right of way, northeast a distance of 22 feet more or less to a point in said existing west right of way, said point being 14.47 feet left of proposed Carlisle Lane centerline station 14+46.16; thence with said existing west right of way, South 07 degrees 32 minutes 55 seconds West a distance of 20.56 feet to the point of beginning.

Slope Easement 1 and 2 together contain 447 square feet, more or less.

Construction Easement

By this instrument the grantors hereby convey an easement for the construction of a working area and erosion control outside of the proposed right of way lines and or slopelines. This easement shall terminate upon completion of construction of the project.

Construction Easement 1 - Beginning at a point in the existing north right of way of State Route 96, said point being 60.47 feet left of proposed State Route 96 centerline station 66+05.41; thence leaving said existing north right of way, east a distance of 45 feet more or less to a point; thence east a distance of 45 feet more or less to a point; thence south a distance of 3 feet more or less to a point in said existing north right of way; said point being 60.44 feet left of proposed State Route 96 centerline station 66+95.00; thence North 87 degrees 50 minutes 39 seconds West a distance of 89.59 feet to the point of beginning.

Construction Easement 2 - Beginning at a point in the existing north right of way of State Route 96, said point being 60.42 feet left of proposed State Route 96 centerline station 67+47.00; thence leaving said existing north right of way, north a distance of 3 feet more or less to a point; thence east a distance of 53 feet more or less to a point; thence east a distance of 50 feet more or less to a point; thence east a distance of 47 feet more or less to a point; thence south a distance of 6 feet more or less to a point in said existing north right of way; said point being 60.36 feet left of proposed State Route 96 centerline station 68+97.17; thence North 87 degrees 50 minutes 39 seconds West a distance of 150.17 feet to the point of beginning.

Construction Easement 3 - Beginning at a point in the existing west right of way of Carlisle Lane, said point being 27.83 feet left of proposed Carlisle Lane centerline station 13+72.25; thence leaving said existing south right of way and with a line parallel to and at all points 5 feet from proposed slopeline, north a distance of 28 feet more or less to a point; thence north a distance of 24 feet more or less to a point; thence northeast a distance of 29 feet more or less to a point; thence north a distance of 49 feet more or less to a point; thence northeast a distance of 15 feet more or less to a point in said existing west right of way; thence with said existing west right of way, South 07 degrees 32 minutes 55 seconds West a distance of 67.81 feet to a point, said point being 14.47 feet left of proposed Carlisle Lane centerline station 14+46.16, said point also being the intersection of the slope easement described in Slope Easement 2 and the existing west right of way of Carlisle Lane; thence leaving said existing west right of way and with the west line of Slope Easement 2, southwest a distance of 22 feet more or less to a point in said existing west right of way, said point also being the intersection of the slope easement described in Slope Easement 2 and the existing west right of way of Carlisle Lane, said point being 22.19 feet left of proposed Carlisle Lane centerline station 14+25.42; thence with said west right of way, North 84 degrees 13 minutes 11 seconds West a distance of 4.88 feet to a point, said point being 27.07 feet left of proposed Carlisle Lane centerline station 14+25.30; thence continuing with said existing west right of way and along a curve having a arc distance of 53.07 feet, a radius of 686.20 feet and a central angle of 04 degrees 25 minutes 53 seconds, said curve having chord bearing of South 07 degrees 59 minutes 35 seconds West for a chord distance of 53.06 to the point of beginning.

Construction Easement 1, 2 and 3 together contain 1393 square feet, more or less.

