

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

**AGREEMENT FOR DEDICATION OF  
TEMPORARY ACCESS, TEMPORARY SLOPE and TEMPORARY CONSTRUCTION EASEMENTS  
MCEWEN DRIVE CONNECTOR  
COF Contract No 2012-0196**

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, which consideration represents full and adequate compensation for the property easement rights being conveyed herein and full and adequate compensation for any damages to the remainder of the property owned by **PARKES FAMILY L.P.** ("Property Owner/Grantor"), said Property Owner does hereby grant, ~~bargain, sell, transfer and convey~~ unto the **CITY OF FRANKLIN, TENNESSEE** ("City/Grantee"), its successors and assigns ~~forever, a~~ Temporary Access, Slope and Construction Easements described below. All of which said easements are more particularly shown below by words, figures, signs and symbols, and on the attached Exhibits, which ~~is~~ are made a part hereof.

**Temporary Access Easement**

Beginning at a point, said point being located on McEwen Drive Extension Connector's proposed southern right-of-way, further described as being located on the northern property line of this tract at Sta. 440+05.56, 40.02 feet rt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the property line from the beginning of a curve to the left, of which the radius point lies N12°37'19"W, a radial distance of 2,752.67 feet; thence, continuing along the property line easterly along the arc, through a central angle of 01°20'06", a distance of 64.14 feet to a point; thence, continuing along the property line N76°02'35"E, a distance of 121.56 feet to a point located on McEwen Drive Extension Connector's proposed northern right-of-way; thence, continuing along the right-of-way S81°43'43"E, a distance of 57.11 feet to a point of curve to the left having a radius of 547.96 feet and a central angle of 29°36'53"; thence, continuing along the right-of-way easterly along the arc a distance of 283.23 feet to a point; thence, continuing along the right-of-way N68°28'56"E, a distance of 46.23 feet to a point located on the existing northern user right-of-way of McEwen Drive; thence, continuing along the right-of-way S63°18'29"W, a distance of 168.30 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N26°41'27"W, a radial distance of 675.07 feet; thence, continuing along the right-of-way westerly along the arc, through a central angle of 16°18'30", a distance of 192.15 feet to a point; thence, continuing along the right-of-way S79°37'06"W, a distance of 121.17 feet to a point located on McEwen Drive Extension Connector's proposed southern right-of-way; thence, continuing along the right-of-way N04°30'15"E, a distance of 75.92 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S04°30'15"W, a radial distance of 585.00 feet; thence, continuing along the right-of-way westerly along the arc, through a central angle of 11°05'15", a distance of 113.21 feet to the POINT OF BEGINNING.

Containing 25,095.64 square feet or 0.58 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

### Temporary Slope Easement #1

Beginning at a point, said point being located on McEwen Drive Extension's proposed southern right-of way, further described as being located at Sta. ~~440+14.61429+51.62~~, ~~38.9368.40~~ feet rt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the right-of-way from the beginning of a curve to the right, of which the radius point lies S30°47'55"E, a radial distance of 110.00 feet; thence, continuing along the right-of-way easterly along the arc, through a central angle of 28°35'02", a distance of 54.88 feet to a point; thence N87°47'06"E, a distance of 30.35 feet to a point located on the proposed southern right-of-way of the McEwen Drive Extension Connector; thence, continuing along the right-of-way N87°47'29"E, a distance of 404.97 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N02°12'31"W, a radial distance of 2,919.79 feet; thence easterly along the arc, through a central angle of 09°58'21", a distance of 508.20 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S12°10'36"E, a radial distance of 585.00 feet; thence, continuing along the right-of-way easterly along the arc, through a central angle of 03°11'47", a distance of 32.64 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in a westerly direction a distance of 1,051+/- feet to the POINT OF BEGINNING.

Containing 11,010.11 square feet or 0.25 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

### Temporary Slope Easement #2

Beginning at a point, said point being located on McEwen Drive Extension Connector's existing southern right-of-way, further described as being located at Sta. 440+14.61, 38.93 feet rt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the right-of-way from the beginning of a curve to the right, of which the radius point lies S05°45'04"E, a radial distance of 585.00 feet; thence, continuing along the right-of-way easterly along the arc, through a central angle of 04°57'25", a distance of 50.61 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope line in a westerly direction a distance of 51+/- feet to the POINT OF BEGINNING.

Containing 31.16 square feet or 0.00 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

### Temporary Slope Easement #3



Beginning at a point, said point being located on McEwen Drive Extension Connector's proposed southern right-of-way and the existing user right-of-way of McEwen Drive, further described as being located at Sta. 441+27.51, 102.02 feet rt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows; Thence, continuing along the existing user right-of-way S79°37'06"W, a distance of 2.79 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in a northerly direction a distance of 34+/- feet to a point located on McEwen Drive Extension Connector's proposed southern right-of-way; thence, continuing along the right-of-way S04°30'14"W, a distance of 31.20 feet to the POINT OF BEGINNING.

Containing 100.44 square feet or 0.00 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

#### **Temporary Slope Easement #4**

Beginning at a point, said point being located on McEwen Drive Extension Connector's proposed northern right-of-way, further described as being located at Sta. 441+83.14, 25.00 feet lt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the right-of-way N76°02'35"E, a distance of 54.26 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in an easterly direction a distance of 355+/- feet to a point located on the existing northern right-of-way of McEwen Drive; thence, continuing along the right-of-way S63°18'29"W, a distance of 25.83 feet to a point located on McEwen Drive Extension Connector's proposed northern right-of-way; thence, continuing along the right-of-way S68°28'56"W, a distance of 46.23 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N21°20'36"W, a radial distance of 547.96 feet; thence, continuing along the right-of-way westerly along the arc, through a central angle of 29°36'53", a distance of 283.23 feet to a point; thence, continuing along the right-of-way N81°43'43"W, a distance of 57.11 feet to the POINT OF BEGINNING.

Containing 5,890.23 square feet or 0.14 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

#### **Temporary Construction Easement #1**

Beginning at a point, said point being located on McEwen Drive Extension Connector's existing southern right-of-way, further described as being located on the proposed meandering slope lines at Sta. 429+51.62, 68.40 feet rt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows; Thence, continuing along the proposed meandering slope lines in an easterly direction a distance of 1,051+/- feet to a point located on McEwen Drive Extension

Connector's proposed southern right-of-way, said point being the point of curve of a non tangent curve to the right, of which the radius point lies S08°58'49"E, a radial distance of 585.00 feet; thence easterly along the arc, through a central angle of 02°23'49", a distance of 24.47 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in an easterly direction a distance of 51+/- feet to a point located on McEwen Drive Extension Connector's proposed southern right-of-way, said point being the point of curve of a non tangent curve to the right, of which the radius point lies S00°47'39"E, a radial distance of 585.00 feet; thence easterly along the arc, through a central angle of 05°17'54", a distance of 54.10 feet; thence S04°30'16"W, a distance of 44.72 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in an southerly direction a distance of 34+/- feet to a point located on McEwen Drive's northern existing northern user right-of-way; thence, continuing along the right-of-way S79°37'06"W, a distance of 30.39 feet to a point located on the construction easement; thence, continuing along the construction easement N30°43'06"E, a distance of 31.96 feet; thence, continuing along the construction easement N25°02'43"E, a distance of 33.74 feet to a point; thence, continuing along the construction easement N15°20'07"E, a distance of 16.16 feet to a point located 10 feet offset and parallel to the proposed meandering slope lines; thence, continuing 10 feet offset and parallel to the proposed meandering slope lines in a westerly direction a distance of 1,233+/- feet to a point; thence, continuing along the construction easement S36°24'41"W, a distance of 46.84 feet to a point; thence, continuing along the construction easement N62°09'48"W, a distance of 12.88 feet to the point of curve of a non tangent curve to the right located on the McEwen Drive's existing right-of way, of which the radius point lies S61°34'07"E, a radial distance of 110.00 feet; thence, continuing along the right-of-way northeasterly along the arc, through a central angle of 30°46'12", a distance of 59.07 feet to the POINT OF BEGINNING.

Containing 13,297.35 square feet or 0.31 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.

## Temporary Construction Easement #2

Beginning at a point, said point being located on the northern property line of this tract, further described as being located at Sta. ~~441+83.14442~~+33.37, ~~25.0045.53~~ feet lt. of the centerline of the McEwen Drive Extension Connector as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (project no. 12-004), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the property line N76°02'35"E, a distance of 29.42 feet to a point located 10 feet offset and parallel to the proposed meandering slope lines; thence, continuing 10 feet offset and parallel to the proposed meandering slope lines in an easterly direction a distance of 332+/- feet to a point; thence, S26°41'31"E, a distance of 11.97 feet to a point located on the existing northern right-of way of McEwen Drive ; thence, continuing along the right-of-way S63°18'29"W, a distance of 10.00 feet to a point located on the proposed meandering slope lines; thence, continuing along the proposed meandering slope lines in a westerly direction a distance of 355+/- feet to the POINT OF BEGINNING.

Containing 3,491.97 square feet or 0.08 acres, more or less.

The aforementioned property is on a parcel of land owned by Parkes Family, LP, as shown on Tax Map No. 61, Parcel No. 2.08 and recorded in Deed Book 3021, Page 126 with the Williamson County Register of Deeds.



This ~~conveyance grant~~ includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect Roadway and Drainage Improvements within the limits of the aforescribed Temporary Access Easement and during the term of this Temporary Access Agreement. Upon completion of construction, City shall have the obligation to maintain, repair, and replace said improvements consistent with the level of maintenance, repair, and replacement of the adjacent sections of McEwen Drive.

To have and to hold said temporary easements to the City of Franklin, Tennessee, its successors and assigns ~~forever as described herein.~~ 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 grant.~~

Comment [JSC1]: Again, is this a temporary access easement or permanent?

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 reasonable opinion-judgement 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 City or 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-Grantee to the foregoing easement against the claims of all persons whomsoever.

~~—This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect Roadway and Drainage Improvements within the limits of the aforescribed Temporary Access Easement.~~

The Temporary Access Easement shall be granted for a period of ten (10) years from the date of completion of the initial improvements currently being constructed therein as certified by the City Engineer. Upon completion of the construction of the MCEWEN DRIVE PHASE 4 (relocating the Temporary Connector north to the final proposed Right of Way), the Temporary Access Easement shall be abandoned in favor of the Property Owner, and City shall remove any and all improvements constructed therein. Should the MCEWEN DRIVE PHASE 4 not be completed during the ten (10 ) year period, the City may purchase the Temporary Access Easement property for fair market value.

The Temporary Slope and Temporary Construction Easements shall terminate upon the completion of the construction of the MCEWEN DRIVE CONNECTOR (Contract No 2012-0196) -and shall remain the property of the Granters Property Owner.

~~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 \_\_\_\_\_ day of \_\_\_\_\_, 20122013.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named \_\_\_\_\_, 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 bargainor, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

ATTEST:

CITY OF FRANKLIN:

BY: \_\_\_\_\_  
ERIC S. STUCKEY  
CITY ADMINISTRATOR

\_\_\_\_\_  
DR. KEN MOORE  
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 DR. KEN MOORE**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

### Special Conditions

1. The "Property Owner" Agrees to ~~Dedicate~~ Grant the Access Easements, Temporary Slope Easements, and Temporary Construction Easements as shown in **Exhibit A** at no cost to ~~the~~ "City".
2. At the completion of the Construction of the McEwen Drive Extension Connector, the temporary slope and temporary construction easements shall be abandoned.
3. The Temporary Access Easement shall be used by the City to provide movement within and through the property by pedestrians, bicycles, motor vehicles and shall function as "City" right-of-way until McEwen Drive is relocated and the Access Easement is no longer necessary as reasonably Determined ~~determined~~ by the City Engineer.
4. The City's long term plan is to construction a multiuse trail on the south side of McEwen Drive and connect this proposed trail into existing McEwen Drive. The "Property Owner" agrees to maintain a 12' wide nonexclusive public access easement through the property to facilitate a connection from the proposed McEwen Drive to the existing Right-of-way. The final alignment and location shall be subject to the City Engineer's and Property Owner's approval.
5. ~~The~~ "City" agrees to allow ~~the developer~~ Property Owner to relocate or remove the proposed cul-de-sac if the "Property Owner" provides adequate access to all affected properties. This ~~Acess~~ access shall be subject to the City Engineer's reasonable approval.
6. ~~The City shall assume all liability for the maintenance and facilities located within the proposed Temporary Access Easement as shown on Exhibit A.~~

**Comment [DM2]:** Needs further discussion. We have limited depth on the SE outparcels.

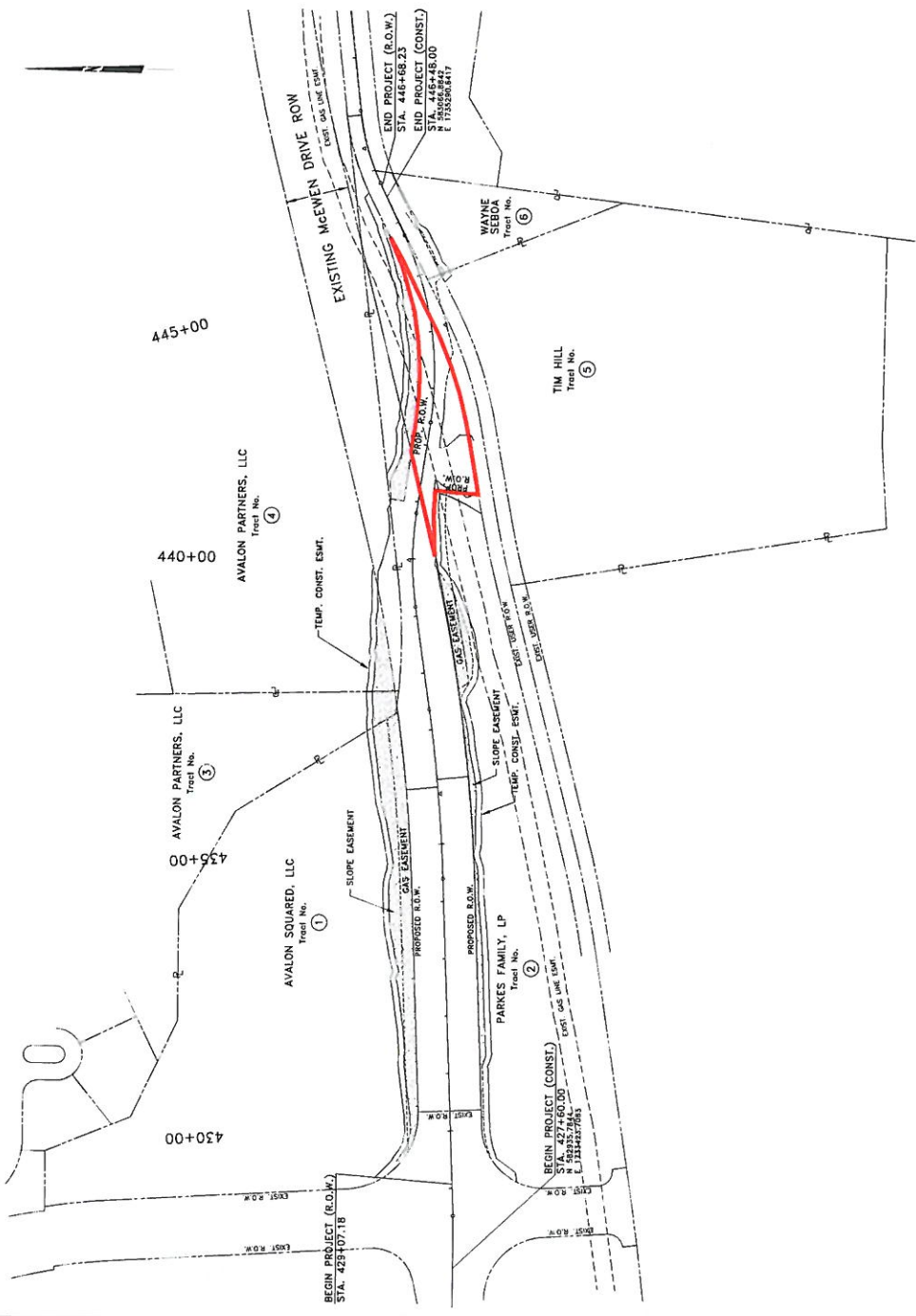


TRACT NO.	PROJECT NO.	SHEET NO.
1	SEI 12-004	3
2	SEI 12-004	
3	SEI 12-004	
4	C.O.F. 2012-008	

### R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNER	COUNTY RECORDS			AREA ACQUIRED (AC.)			AREA REMAINING (AC.)			EASEMENT (S.F.)			TOTAL AREA (AC.)		
		TAX MAP NO.	GROUP NO.	PARCEL NO.	BEED BOOK NO.	PAGE NO.	LEFT	RIGHT	TOTAL	EASEMENT	SLOPE	TEMP. CONST.	LEFT	RIGHT	TOTAL	
1	AVOLON SQUARED, LLC	61		216	2667	630	1.21	1.26	2.47	8.43	0.19	1.64	0.17	0.64	1.36	9.80
2	AVOLON PARTNERS, LLC (LOT 807)	61	D	208	2621	326	0.19	0.39	0.58	0.67	0.39	0.39	0.39	0.86	5.41	9.27
3	AVOLON PARTNERS, LLC	61	A	62	2687	630	82.31	85.31	167.62	207.1	65.3	272.4	65.3	9.33	361.95	9.33
4	LOT PARTNERS, LLC	61		26	4051	970				45.16	32.2	171	45.16	9.55	9.55	
5	WAYNE, SHERA	61		25	2045	695					307	1095		1.00	1.00	

(1) TO BE USED FOR OPERATION OF EQUIPMENT, TEMPORARY STORAGE OF MATERIAL, INCLUDING OF CONSTRUCTION AND MAINTENANCE OF EROSION CONTROL FEATURES. THE TEMPORARY CONSTRUCTION EASEMENT SHALL BE 5'-0" (MIN.) IN WIDTH. THIS EASEMENT SHALL PROVIDE THE CONTRACTIONS IN AREA FOR THE OPERATION OF EQUIPMENT, PERSONNEL AND NECESSARY EROSION CONTROL FEATURES.



### UTILITY OWNERS LIST

- WATER:**  
MALLORY VALLEY UTILITY DISTRICT  
1000 W. 10TH AVENUE  
BRENTWOOD, TN 37027  
CONTACT: ANSLEY COODE (615)377-3374  
EMAIL: acoode@mvud.org
- SEWER:**  
CITY OF FRANKLIN  
1000 W. 10TH AVENUE  
FRANKLIN, TN 37064  
CONTACT: MARK HILLY (615)794-4554  
EMAIL: mark.hilly@franklin-tn.gov.com
- POWER:**  
M.T.E.M.C.  
2155 EDWARD CURD LANE  
FRANKLIN, TN 37064  
CONTACT: DIAN COLEY (615)794-3581  
EMAIL: dcoley@mtme.com
- TELEPHONE:**  
BELLSOUTH  
3333 COMMERCE ST.  
NASHVILLE, TN 37201  
CONTACT: JIM BROW (615)995-7816  
EMAIL: jrb243@bellsouth.com
- GAS:**  
AT&T ENERGY  
2000 NDAH DRIVE  
FRANKLIN, TN 37064  
CONTACT: GARY MCKINNEY (615)771-8311  
EMAIL: robert.mckinney@att.com
- CABLE TV:**  
COMCAST  
1000 W. 10TH AVENUE  
FRANKLIN, TN 37064  
CONTACT: GARY MCKINNEY (615)456-6397  
EMAIL: gary\_mckinney@comcast.com

### RIGHT-OF-WAY

- RIGHT-OF-WAY ACQUISITION SHALL BE FOR THE PURPOSES OF BUILDING THAT ARE WITHIN THE PROPOSED RIGHT-OF-WAY ACQUISITION IF ANY SUCH BUILDINGS OR STRUCTURES ARE NOT REPAIRED IN THE COURSE OF THE CONSTRUCTION OF THE PROJECT.
- ACQUISITION OF RIGHT-OF-WAY SHALL BE ACCORDING TO THE STANDARD DRAWING R.P.-2-1 AND OTHER ACCEPTED DESIGN AND SAFETY PRACTICES.
- WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT, UNLESS OTHERWISE NOTED.
- WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO THE RIGHT-OF-WAY LINE AND THE REMAINDER OF THE DRIVEWAY REPLACED IN KIND TO A TOUCHDOWN POINT.
- NEW DRIVEWAYS PRODUCED IN THE PLACE OF EXISTING DRIVEWAYS SHALL BE CONSTRUCTED TO THE FULL WIDTH OF THE DRIVEWAY AND SHALL BE PAVED WITH A MINIMUM OF 7 PERCENT IN GRADE.
- ON PROJECTS WITH CURB AND GUTTER, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO SECURE A PERMIT FROM THE CITY OF FRANKLIN TO CONSTRUCT THE DRIVEWAY ON FIELD ENTRANCE.
- IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONSTRUCT THE DRIVEWAY ON FIELD ENTRANCE OTHER THAN THOSE PROVIDED IN THE PLANS.
- IMPACT REMEDIATION WITH AN EXISTING DRIVEWAY ON PROJECTS WITH CURB AND GUTTER, IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONSTRUCT THE DRIVEWAY ON FIELD ENTRANCE OTHER THAN THOSE PROVIDED IN THE PLANS.
- EXISTING PAVED DRIVEWAYS WILL BE REPLACED IN KIND TO A TOUCHDOWN POINT. ANY NECESSARY PAVING SHALL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.
- ALL DRIVEWAYS WITH A GRADE OF 7% OR GREATER SHALL BE PAVED TO THE LIMIT OF CONSTRUCTION.

THE CITY OF  
**FRANKLIN**  
MCGEVEN DRIVE  
EXTENSION CONNECTOR  
PROPERTY MAP  
SCALE: 1"=100'





# MEMORANDUM

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June 4, 2013

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator  
David Parker, P.E., CIP Executive/City Engineer  
Paul Holzen, P.E., Director of Engineering  
Jonathan Marston, P.E., Staff Engineer 2

SUBJECT: COF Contract No. 2012-0196; Agreement for Temporary Access, Temporary Slope and Temporary Construction Easements for the McEwen Drive Temporary Connector Project

## **Purpose**

The purpose of this memorandum is to recommend approval of COF Contract No. 2012-0196. This agreement grants the necessary temporary easements for the construction and operation of the McEwen Drive Temporary Connector Project.

## **Background**

Construction activities are well underway for the McEwen Drive Temporary Connector Project. Staff continues negotiations with one remaining property owner for the acquisition of right-of-way and permanent & temporary easements. To allow construction progress to continue, affected property owners and the City of Franklin have entered into Right of Entry Agreements. These Right of Entry Agreements allow property acquisition negotiations to continue, without delaying the construction of the project. However, all final right-of-way and easements must be in place prior to the opening of the new roadway.

Remaining right-of-way will be acquired via condemnation, per Resolution 2012-44. This still leaves remaining easements to be finalized. This contract, COF No. 2012-0196, deals with these remaining easements. Under the terms of this agreement, the property owner conveys, at no cost to the City, these temporary easements (e.g. access, slope, and construction).

In order to provide a continuous connection along McEwen Drive, the Connector Project, when completed, will bypass a short section of the existing East McEwen Drive (from Oxford Glen Drive to just east of Conservatory Drive). A cul-de-sac must be constructed at the eastern end of this bypassed section of roadway. This short section of existing East McEwen Drive will remain in place to provide access to the Garden Club Subdivision and other remaining residences.

Staff requires specific direction in the acquisition of the temporary access easement. As currently written, the property owner will grant the City of Franklin a temporary access easement, encompassing the area of the proposed cul-de-sac, for a period of ten (10) years with the following conditions:

1. Upon Completion of the Construction of the McEwen Drive Phase 4 (relocating the Temporary connector north to the final proposed Right-of-Way), the Temporary Access Easement shall be



- abandoned in favor of the property Owner and the City shall remove any and all improvements construction.
2. Should the McEwen Drive Phase 4 not be completed during the ten (10) year period, the City may purchase the Temporary Access Easement property as City right-of-way for fair market value.
  3. The Temporary Access Easement shall be used by the City to provide movement within and through the property by pedestrians, bicycles, motor vehicles and shall function as "City" right-of-way until McEwen Drive is relocated and the Access Easement is no longer necessary as reasonably determined by the City Engineer

It is important to note that this temporary access easement does not contain property necessary for the future right-of-way of McEwen Drive Phase 4. This simply deals with the area around the cul-de-sac that would be considered excess right-of-way in the future.

#### **Financial Impact**

If approved as written, the agreement has no present day costs, as these easements are granted by the property owner, at no cost, to the City of Franklin. However, if at the end of ten (10) years' time the Temporary Connector has not been relocated, the City would need to purchase the property as right-of-way. The BOMA may also choose to proceed now with the purchase of the area contained within this temporary access easement as right-of-way, which is estimated at a cost \$100,380.

#### **Recommendation**

Staff recommends approval of COF Contract No. 2012-0196, contingent upon review and approval by the City Engineer and the Legal Department.