



MEMORANDUM

August 1, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*
David Parker, City Engineer/CIP Executive

SUBJECT: **Consideration of an Exclusive Easement Agreement (COF Contract No. 2014-0149) between the City of Franklin and Mallory Valley Utility District.**

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an exclusive easement agreement between the City of Franklin and Mallory Valley Utility District.

Background

Mallory Valley Utility District has requested an exclusive easement across a section of Liberty Park to provide water services to the Ovation Development. The exclusive easement will follow the alignment of the Tribute Lane from Turning Wheel Drive to Ovation Parkway. This connection is required to provide adequate water services to the Ovation development.

Financial Impact

Mallory Valley Utility District will pay the City \$1,063.40 for the exclusive easement.

Recommendation

Approval of the Exclusive Easement Agreement (COF Contract No. 2014-0149) between the City of Franklin and Mallory Valley Utility District is recommended.

This Instrument Prepared By:
Mallory Valley Utility District
P. O. Box 936
Franklin, TN 37065
(615) 377-3374

Easement across Property at:
Book 1629, Page 68 ROWCT
Tax Map 61, Parcel 2.04

EXCLUSIVE EASEMENT
COF Contract No. 2014-0149

For and in consideration of the sum of One Thousand Sixty-Three and Forty/100 Dollars (\$1,063.40) cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **City of Franklin, Tennessee** hereinafter referred to as "**Grantor**", has this day bargained and sold, and by these presents does hereby transfer and convey unto **Mallory Valley Utility District of Williamson County, Tennessee**, hereinafter referred to as "**Mallory Valley**", an exclusive, permanent easement for water distribution purposes only upon real property known as **City of Franklin Liberty Park** which Easement is more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof as if copied herein verbatim.

1. **Mallory Valley's** rights in this conveyance shall include, but shall not be limited to, the following:

(A) **Mallory Valley** shall have the right to excavate for, install, replace, maintain, repair, patrol and use underground pipelines for conveying water with such necessary and proper valves, appurtenances, fittings, and equipment. **Mallory Valley** through its agents and employees shall have the right to come upon the Easement at any time to exercise any of the foregoing rights and to use such trucks, tools, excavation equipment and the like as may be reasonably necessary.

(B) **Mallory Valley** shall have the right to access the Easement for ingress to and egress from the public rights-of-way from all points along the Easement.

(C) **Mallory Valley** shall have the right after reasonable notice to the owner to trim and to cut down and clear away any vegetation or other thing within the Easement, which interferes with or increases the cost of the exercise of **Mallory Valley's** rights granted herein.

(D) **Mallory Valley** shall have and retain the right to mark the location of the Easement and the location and benchmark depth of pipelines within it by suitable markers installed at surface level along the route of the Easement.

(E) **Mallory Valley** shall have the right to cut any existing pavement or any pavement installed in the future within the Easement as **Mallory Valley** deems to be necessary in the exercise of its rights granted herein.

(F) **Mallory Valley** shall have a five (5) foot temporary construction easement on each side of and parallel to the exclusive, permanent easement, unless otherwise noted on the attached exhibit.

2. **Mallory Valley** shall have the following duties in using the Easement:

(A) All water line construction within the Easement shall meet and conform to the latest edition of the **Mallory Valley** technical specifications approved by the Tennessee Department of Environment and Conservation.

(B) After the installation, repair, maintenance, or replacement of the water line or other water facilities in the Easement, **Mallory Valley** shall recompact the soil, return the surface of the Easement to the same general grade as existed prior to such installation, repair, maintenance, or replacement, replace the top soil, overseed and apply straw to the disturbed area. **Mallory Valley** will protect or replace any minor shrubbery damaged by such installation, repair, maintenance, or replacement. If in exercising the rights granted by this Easement **Mallory Valley** cuts or removes any of the existing pavement or concrete sidewalk, then **Mallory Valley** shall fill and recompact the area of construction in accordance with the latest edition of the **Mallory Valley** technical specifications and shall replace the pavement or sidewalk in-kind.

(C) **Mallory Valley** agrees not to sell or convey the Easement to any other utility.

(D) **Mallory Valley** shall be responsible for all costs associated with the relocation of its facilities should the **Grantor** need to widen the roadway along which this Easement is being granted. Should a relocation of the water facilities become necessary due to no fault of **Mallory Valley**, then **Grantor** shall dedicate a relocated easement for **Mallory Valley's** use.

3. **Grantor** accepts the following duties and restrictions:

(A) **Grantor** shall not erect or construct any structure within the Easement or pave over the Easement, except for the installation of pavement for private or public driveways which cross the Easement with the exception that a concrete sidewalk shall be installed within the Easement for its entire length.

(B) **Grantor** shall not install any other utilities, voluntarily grant easements to others within the Easement, or voluntarily allow any other use of the Easement without the prior written consent of **Mallory Valley**. **Mallory Valley** agrees it will grant the right for other utilities to cross the Easement provided such crossings meet and conform to the latest edition of the **Mallory Valley** technical specifications.

(C) **Grantor** shall not diminish or substantially add to or remove the ground cover over the pipelines and appurtenances to be installed within the Easement. The earthen fill within the Easement shall at no point exceed fifty-four (54) inches from the top of the pipelines to the finished grade. The minimum earthen cover above the top of pipelines shall not be less than thirty (30) inches. Any slopes cut or filled shall not exceed a 5H to 1V grade. **Grantor** will notify **Mallory**

Valley and obtain Mallory Valley's consent prior to making any significant change in the grade level within the Easement.

(D) **Grantor will plant no trees within the Easement so as to create a hazard to the underground water lines or other water facilities to be installed by Mallory Valley. Grantor will plant and maintain only grasses and minor shrubbery within the Easement.**

(E) **Grantor shall have the sole right and responsibility of mowing, maintaining and caring for the surface of the Easement, except as stated above in paragraphs 2(B).**

This Exclusive Easement shall attach to and run with the land and shall be binding upon everyone who may hereafter come into ownership of said Easement, and all rights conveyed herein shall belong to Mallory Valley its successors and assigns forever.

Grantor does covenant with Mallory Valley that Grantor is lawfully seized and possessed of the Easement in fee simple, that Grantor has a good and lawful right to sell and convey the same, and that the Easement is free and clear from any lien and encumbrance whatsoever.

Grantor further covenants and binds itself, its representatives, and its successors to warrant and forever defend the title to the said Easement to Mallory Valley, its successors and assigns against the lawful claims and demands of all persons whomsoever.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor caused by the installation, operation, and maintenance of Mallory Valley's water facilities within the Easement.

Approved by the Franklin Board of Mayor and Aldermen on _____, ____ 2014.

CITY OF FRANKLIN, TENNESSEE

ATTEST:

By: _____
Dr. Ken Moore
Mayor

By: _____
Eric S. Stuckey
City Administrator

Date: _____, 2014

Date: _____, 2014

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

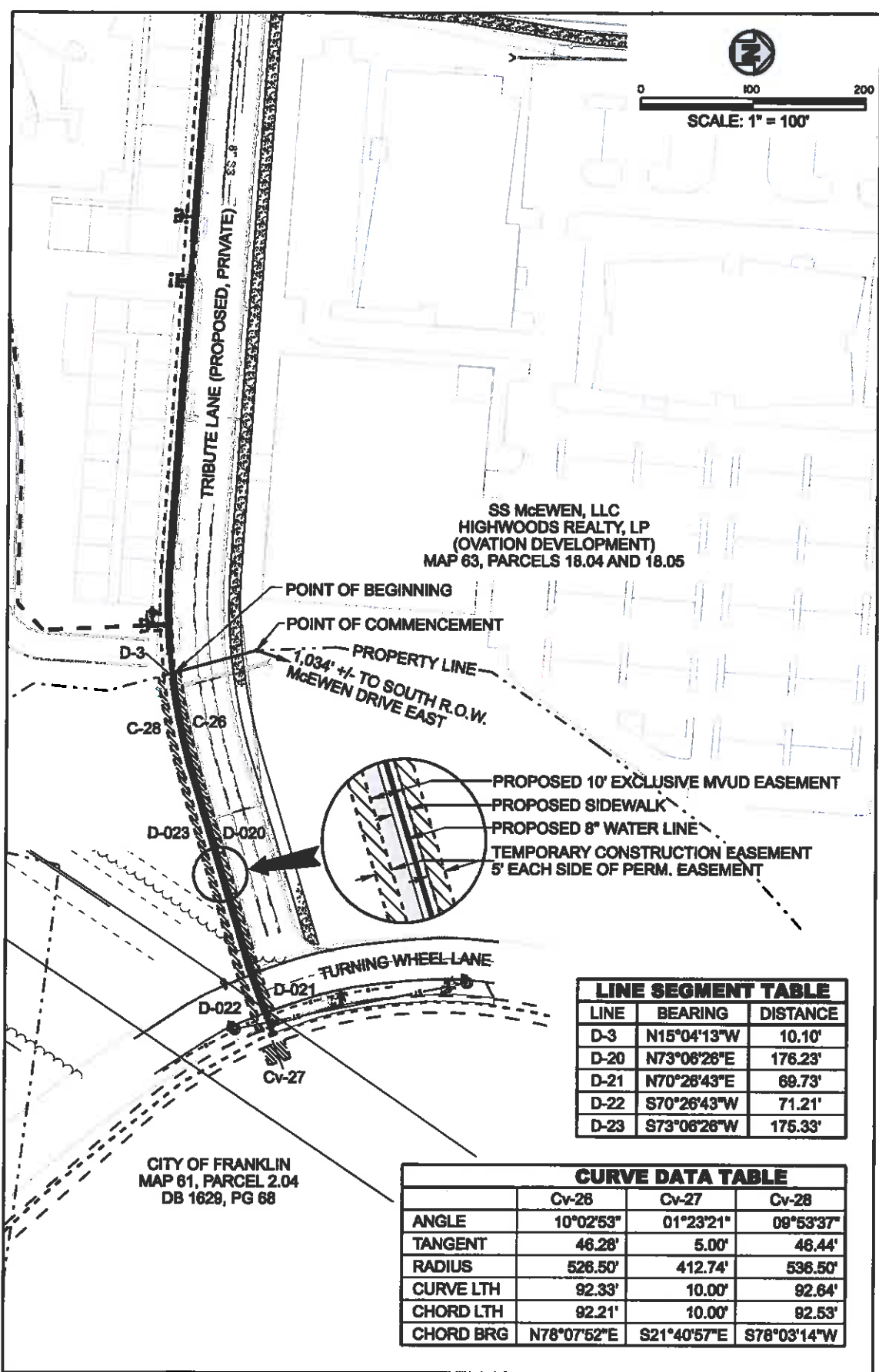
Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley
City Attorney



0 100 200
SCALE: 1" = 100'

SS McEWEN, LLC
 HIGHWOODS REALTY, LP
 (OVATION DEVELOPMENT)
 MAP 63, PARCELS 18.04 AND 18.05

CITY OF FRANKLIN
 MAP 61, PARCEL 2.04
 DB 1629, PG 68

LINE SEGMENT TABLE

LINE	BEARING	DISTANCE
D-3	N15°04'13"W	10.10'
D-20	N73°06'26"E	176.23'
D-21	N70°26'43"E	69.73'
D-22	S70°26'43"W	71.21'
D-23	S73°06'26"W	175.33'

CURVE DATA TABLE

	Cv-26	Cv-27	Cv-28
ANGLE	10°02'53"	01°23'21"	09°53'37"
TANGENT	46.26'	5.00'	46.44'
RADIUS	526.50'	412.74'	536.50'
CURVE LTH	92.33'	10.00'	92.64'
CHORD LTH	92.21'	10.00'	92.53'
CHORD BRG	N78°07'52"E	S21°40'57"E	S78°03'14"W

<p>276 FRANKLIN ROAD, SUITE 200 BRIGHTWOOD, TN 37027</p> <p>300 VICTORIA PARKWAY, SUITE 200 BIRMINGHAM, AL 35216</p>	<p>MAP SHOWING DEDICATION OF EASEMENT</p> <p>TO: MALLORY VALLEY UTILITY DISTRICT</p> <p>FROM: CITY OF FRANKLIN</p>	<p>EASEMENT NO. 7</p> <p>MAP NO. 61</p> <p>PARCEL NO. 2.04</p>
		<p>H&D PROJECT NO 1018-10.50</p>

EASEMENT 7 (WATER LINE "D")

An Exclusive Water Line Easement lying entirely within a parcel of land owned by the City of Franklin, Tennessee and recorded in Deed Book 1629, Page 68 in the office of the Register of Deeds of Williamson County, Tennessee. Said parcel being further described as Parcel 2.04 of Map 61. Said easement is as depicted on the preceding page and described herein.

Commencing at a bend in the western boundary of the aforementioned parcel, said point being 1,034' more or less south of the intersection of the southern right of way of McEwen Drive East and the western boundary of said parcel. Thence from the Point of Commencement S15°04'13"E, 75.73' to the Point of Beginning of this easement.

Thence from the Point of Beginning along a curve to the left (Curve Cv-26) having a central angle of 10°02'53", a radius of 526.50', a curve length of 92.33', a chord length of 92.21', and a chord bearing of N78°07'52"E to a point.

Thence along two lines as follows:

N73°06'26"E, 176.23' (D20) to a point, and
N70°26'43"E, 69.73' (D-21) to a point in the western boundary of an existing Mallory Valley Utility District water line easement as recorded in Deed Book 2580, Page 153, R.O.W.C.T.

Thence with the western boundary of said easement along a curve to the left (Curve Cv-27) having a central angle of 01°23'21", a radius of 412.74', a curve length of 10.00', a chord length of 10.00', and a chord bearing of S21°40'57"E to a point.


Thence leaving the western boundary of said easement along two lines as follows:

S70°26'43"W, 71.21' (D-22) to a point, and
S73°06'26"W, 175.33' (D-23) to a point.

Thence continuing with a curve to the right (Curve Cv-28) having a central angle of 09°53'37", a radius of 536.50', a curve length of 92.64', a chord length of 92.53', and a chord bearing of S78°03'14"W to a point once again in the western boundary of said parcel.

Thence with the western boundary of said parcel N15°04'13"W, 10.10' (D-3) to the Point of Beginning and containing 3,272 square feet (0.07 acre) more or less.

Bearings and distances provided herein are based on deed and plat information and have not been field verified.

 <p>276 FRANKLIN ROAD, SUITE 200 BRIGHTWOOD, TN 37027</p> <p>300 VICTORIA PARKWAY, SUITE 2000 BIRMINGHAM, AL 35244</p>	<p>MAP SHOWING DEDICATION OF EASEMENT TO: MALLORY VALLEY UTILITY DISTRICT FROM: CITY OF FRANKLIN</p>	<p>EASEMENT NO. 7 MAP NO. 61 PARCEL NO. 2.04 H&D PROJECT NO 1016-10.50</p>
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