

Development Right of Way Acquisition Guidelines Inclusive of Utility and Access Easements



H I S T O R I C
F R A N K L I N
T E N N E S S E E

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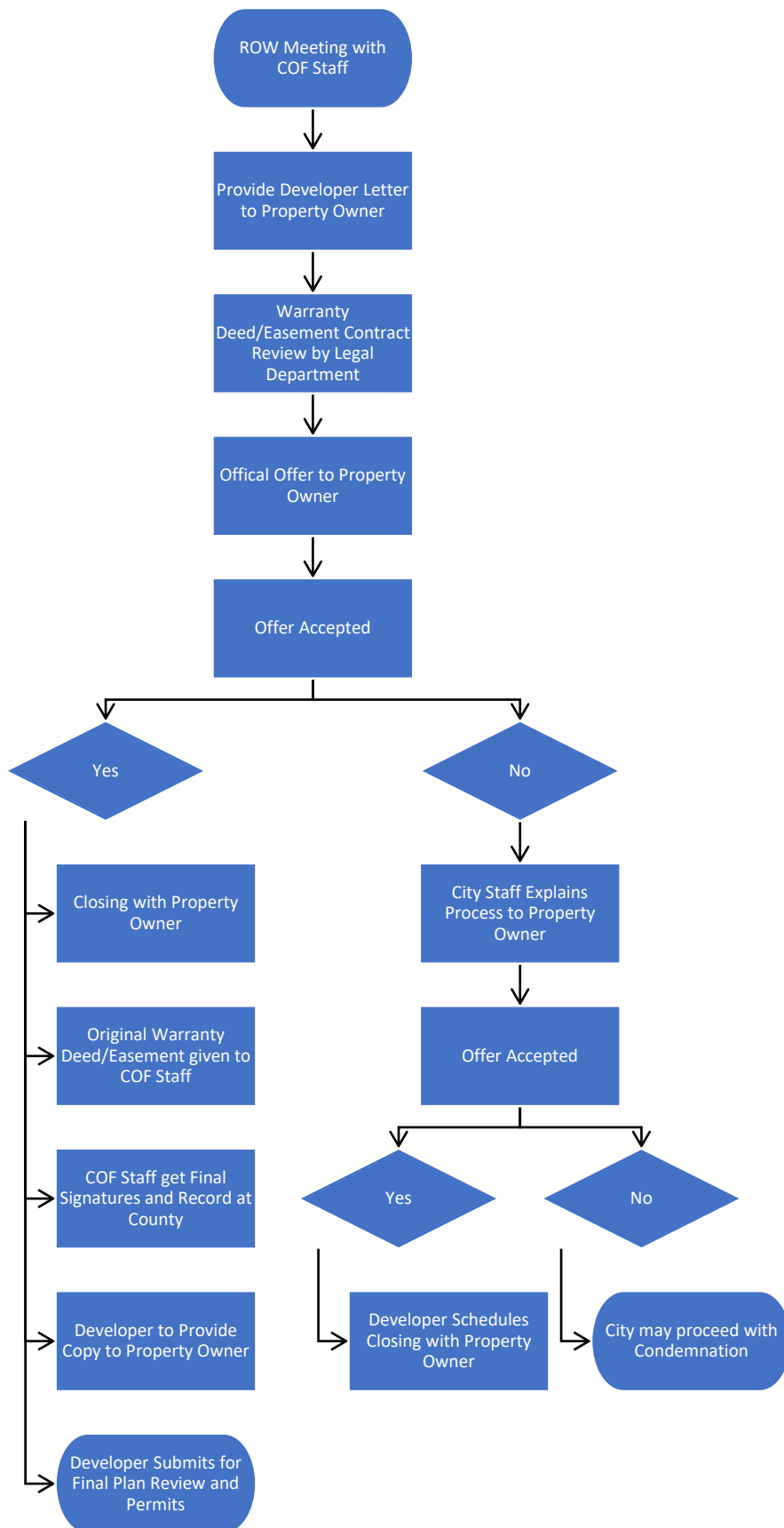
Right of Way (ROW) Guidelines

The following is an outline of the basic procedures to be followed by a Developer/Agent when acquiring ROW/Easements in compliance with City of Franklin requirements.

These guidelines are presented in an effort to assist any Developer utilizing City funding or expecting City participation in any phase of a proposed project.

This outline is general in nature but covers all phases of the acquisition process. If a Developer/Agent needs clarification, has any questions, or has a specific problem, they are urged to contact the City of Franklin Engineering Department at 615-791-3218.

ROW Phase Flow Chart



Developer/Agent ROW Checklist

Step 1 Developer/Agent will schedule a ROW Meeting with Engineering Department Staff.

Step 2 Developer/Agent letter will be mailed by City Staff to Property Owner, and if needed will also call and speak with the Property Owner to discuss process.

Step 3 Developer/Agent will use a TDOT approved appraiser [CLICK HERE](#) to obtain a formal appraisal for the property in question.

Step 4 Developer/Agent will provide the following information to City Staff to enable a draft Warranty Deed/Easement to be submitted by City Staff to Law Department for review.

- Name of Project
- COF Project Number
- Appraisal
- Property Owner Name (exactly as it is stated on the current deed to the property)
- Civil District Number
- Map Number
- Group
- Control Number
- Parcel Number
- Legal Description
- Exhibit
- Consideration Amount

Step 5 City Staff will return Law Approved Warranty Deed/Easement to Developer/Agent once reviewed by the Law Department (60 working days).

Step 6 The Developer/Agent will then provide the Warranty Deed/Easement along with the appraisal to the Property Owner for them to review and negotiate price if applicable.

Step 7 If the Property Owner accepts the offer, then the Developer/Agent will continue with Step 8 – If the Property Owner declines the offer, then the Developer/Agent will continue with Step 12.

Step 8 The Developer/Agent will schedule a closing with the Property Owner. At the closing the Developer/Agent shall use the Law Approved Warranty Deed/Easement to obtain signatures. The only signatures required at this closing are the Property Owner and notary all other signatures are City Staff and will be signed at a later date.

Step 9 After the closing the Developer/Agent will deliver/mail the original, signed, and notarized Warranty Deed/Easement to City Staff. The original, signed, and notarized document shall be the Law Approved Warranty Deed/Easement and shall contain the Property Owners original/wet signatures (cannot be a scanned copy). City Staff shall have original documents to record with the Williamson County Register of Deeds Office.

Step 10 After City Staff have recorded (15 working days) the final Warranty Deed/Easement, City Staff will provide a copy to the Developer/Agent. The Developer/Agent should provide a recorded copy of the Warranty Deed/Easement to the Property Owner.

Step 11 Developer/Agent can now submit for final plan approval and pursue all required permits.

Step 12 If Developer/Agent is not able to come to an agreement with the Property Owner and has exhausted all avenues of negotiation, Developer/Agent will provide to City Staff a digital copy of the appraisal, offer letter, and negotiators log and request a meeting with City staff to discuss condemnation.

Once the City agrees that the Developer/Agent has exhausted all avenues and is going to move forward with the condemnation process the Developer/Agent will cease all further communication with the Property Owner. Developer/Agent will advise the property owner to contact the City Law Department.

Estimated schedule for condemnation is a 9 to 12-month time frame.

Reimbursement from the City of Franklin

The City of Franklin will reimburse Developers for an approved dollar amount as decided by the Board of Mayor and Aldermen. This amount will coincide with the fair market value provided by the appraisal. Any amounts over the fair market value will not be reimbursed unless otherwise approved by the Assistant Engineering Director.

Various ROW Roles and Responsibilities

I. City Staff

- A. Assist Developer/Agent in ROW process.
- B. Authorize properties that need ROW purchased.
- C. Coordinate between Developer/Agent and Legal Team for review of documents.
- D. If City has agreed to reimburse Developer for ROW purchases the Assistant Engineering Director shall approve any offers over fair market value before going to BOMA for official approval.
- E. Assistant Engineering Director and Legal Team shall approve condemnation before going to BOMA for approval.

II. Board of Mayor & Aldermen (BOMA)

- A. Agree/Decline reimbursement of ROW for development project.
- B. When BOMA has agreed to reimburse the Developer for ROW purchases of future City property/utilities, BOMA will also have the authority to approve/decline settlements over 10% of fair market value.

III. Developer/Agent

- A. Provide all required documents needed for each step in the process.
- B. Shall not be the Appraiser.

IV. Appraiser

- A. Shall be licensed and/or certified to conduct real estate appraisals in Tennessee and shall act in conformity with the [Uniform Standards of Professional Appraisal Practices \(USPAP\)](#).
 - Shall not be the Negotiator (Buyer) or Closing Agent.
 - May not be from the Developer/Agent staff.
 - May be a fee (contract) appraiser – shall be from TDOT's approved list of appraisers.
 - Shall not have any interest, direct or indirect, in the property being appraised.

V. Negotiator (Buyer)

- Shall not be the Appraiser.
- May be from the Developer/Agent staff.
- May be a contracted party.
- Makes written offer to purchase fair market value. (Email is sufficient)
- Engages in negotiations (If City is reimbursing the Developer, shall obtain approval from City Staff & BOMA).
- Shall not have interest, direct or indirect, in the property being acquired.

VI. Notary

- Shall not be the Appraiser or Negotiator.
- May be a local abstract or title company.
- Shall not have any interest, direct or indirect, in the property being acquired.

Notice of Proposed Acquisition

Property owners shall be notified in writing as soon as possible that their properties will be acquired or affected. (See “Notice of Proposed Acquisition” on page 11 of the Appendix)

Property Owner Rights

Property owners are entitled:

- A. To be advised of their rights by written statement.
- B. To the opportunity to accompany the appraiser who appraises their property.
- C. To receive just compensation. This shall not be less than the approved appraisal of the fair market value.
- D. To a written statement of the amount of just compensation and a written summary of the basis for that amount, a copy of the appraisal and documentation of the approved offer.

Appraisal

The appraisal may be a formal appraisal or an FPA (Formal Part-Affected) appraisal, in addition to those elements required by the [Uniform Standards of Professional Appraisal Practice \(USPAP\)](#), [TDOT Appraisal Guidelines](#).

- A. Each appraisal shall include a statement that the property owner is offered the opportunity to accompany the appraiser on an inspection of the property.
- B. Each appraisal shall include a statement of value of the land to be acquired, improvements to be acquired, and a separate statement of damages to remaining lands, if any.
- C. Each appraisal shall include a date of valuation.
- D. Each appraisal shall contain a description of physical characteristics of the land and improvements being appraised and a description of the lands being acquired, including improvements, if any.
- E. Each appraisal shall contain descriptions of comparable sales.
- F. Each appraisal shall include a statement that project influence has been disregarded in arriving at the “before” value estimate but given due consideration in the “after” value estimate in arriving at the recommended compensation.
- G. The Developer shall obtain City Staff review of the appraisal, before proceeding to the next phase.
- H. In the event a relocation is required, such relocation shall be in accordance with the [Uniform Act](#).

Negotiation – Acquisition

- I. Negotiations can be made by personal contact or by correspondence.
- II. A written offer to purchase shall be given to the property owner. This written offer establishes the initiation of negotiations.
 - A. The offer shall be no less than the amount as shown on the Appraisal.
 - B. The offer shall stipulate the amount being offered for real property and the amount to be paid as damages to remaining lands and/or improvements, if any.
- III. Property owner shall be given a legal description of the area to be acquired including any easements, a tract map, and a copy of the appraisal.
- IV. The property owner shall be given a reasonable length of time to consider the offer made.
- V. Counter offers by property owner shall be considered.
- VI. No coercion or threat shall be used to influence a property owner to accept the offer made.
- VII. Negotiations shall include an offer to acquire any uneconomic remnants of land. The property owner may decline this offer.
- VIII. The negotiator or buyer shall prepare and maintain negotiator’s logs for each parcel. The negotiator’s logs shall record dates, times, and locations of each contact with the property owner or their representative. It shall also include names of those present, a summary of the discussion and any counter offers.

Settlements

A settlement for an amount greater than the approved appraised value may be accepted up to 10% over the appraised value.

- A. It shall be approved by the Assistant Engineering Director.
- B. The approval shall be based upon the proposed settlement being reasonable, prudent and being in the public interest.
- C. The settlement shall be approved by BOMA.

Closing

Instruments of conveyance shall be prepared by COF Legal Department.

Certification/Plan Approval

At the completion of the ROW Phase of the project, the Developer shall submit all ROW documents to the City for City Staff to review that all ROW was acquired in accordance with this manual.

APPENDIX

Developer Letter

«Date»

«Property_Owners_Name»
«Address»
«Address 1»

Re: «NAME_OF_PROJECT»
Property Acquisition

Dear «Property_Owners_Name»,

This letter is sent to inform you that the City of Franklin has approved the «NAME_OF_PROJECT» Project. The project is being undertaken by the developer, «Name_of_Developer», and some of your property, or the use of some of your property, will be required in order to complete the project. The City recognizes that no property owner wants to have their property disturbed, so it is always the goal of the City to approve construction projects that create as little impact as possible to property owners and the communities around them.

What does this mean for me?

You are entitled to compensation for any of your property, or the use of it, needed for the project. The exchange is like a private sale transaction where offers are made and negotiated with you, and hopefully an agreement can be reached.

As part of the project's approval process, the City is requiring «Name_of_Developer» to obtain any property needed for the project. This normally works to your benefit because «Name_of_Developer» will have more freedom to negotiate with you than the City would. The City of Franklin, as a governmental entity, is bound by certain laws that restrict how much the City can negotiate, but those laws do not bind «Name_of_Developer» the same way since they are a private company. Because of that, you may be able to reach a better agreement for your property with «Name_of_Developer» than you could with the City. No deal can be guaranteed, of course, but «Name_of_Developer» will have more negotiating room than the City would.

How does this work?

Before any property owners are contacted for property purchases, licensed appraisers investigate the market for the type of property acquired. They check each home, place of business, and/or parcel of land that will be involved. The goal is to have the transaction be based on fair market value—what a willing buyer would pay to a willing seller.

The appraiser then creates an appraisal report or market data study that provides information about the fair market value of your property. When only part of a property is to be acquired, the effect on the remainder of that property is also considered. The appraisers themselves are usually outside appraisers, since the use of property is unique and a specialist is needed.

When the acquisition process begins, a buyer for «Name_of_Developer» will call on you at a convenient time and explain the effects of the project on your property. The negotiation discussion usually starts at that time, and a written offer can be made. Except in unusual circumstances, you should receive payment if the offer is accepted well ahead of vacating the use of the property needed. If during negotiations

with «Name_of_Developer» it is found that an item of value or element of damage has been overlooked, «Name_of_Developer» may adjust their appraisal information or negotiate with you accordingly.

What happens if there is no agreement with the developer?

If you and «Name_of_Developer» cannot reach an agreement, the developer will notify the City that negotiations have failed, and the City will acquire the property through Eminent Domain proceedings. These proceedings are a lawsuit in a local court and are sometimes referred to as Condemnation proceedings. This is the last resort of the City to ensure that the project can go forward.

When the Eminent Domain proceedings start, the City will deposit with the Court Clerk the amount of compensation shown as due to you on an appraisal. In the lawsuit you are entitled to have, but are not required to have, a jury of citizens hear testimony prepared by both you and the City regarding the money that is owed to you for your property or the use of your property. If a jury is involved, the jury will determine the amount of compensation owed to you. If a jury is not involved, the Court will do so.

You may withdraw the funds deposited by the City without influencing the amount of the final award. However, if the final award differs from the amount you have withdrawn from the Court, any difference must be repaid by either you or the City, depending on whether the final award was higher or lower.

Who can I talk to if I have questions?

Since this exchange involves legal rights and your property, the City suggests speaking with an attorney if you are able to do so, in order to get the best advice possible. The attorneys for the City are ethically prohibited from giving you legal advice, so an outside attorney would be required.

If you have questions about the City's role in this process, you can always contact the City Engineering Department at (615) 791-3218. City staff will be glad to help you as much as they can, but please keep in mind that if «Name_of_Developer» is still working with you on a possible exchange, City staff may refer you to them instead. If you wish to ask questions of «Name_of_Developer», you can contact them at «Phone_Number».

Sincerely,

«Name_of_Sender»
City of Franklin
«Title»

Deed Requirements

All deeds SHALL be reviewed by City of Franklin Law Office before execution.

- 1) Each deed SHALL contain identifying information including City of Franklin project number, County, tract number, and Map/Parcel on the first page. For example:

<u>PROJECT</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
5555	Williamson	1	078C / 3.00

- 2) Legal descriptions and areas acquired should be provided where applicable, a metes and bound description should be included, rather than references to plats, surveys, etc. A description that only references the amount of square feet being acquired is not sufficient.
- 3) If the property being acquired was appraised, time limits on all construction easements stated in the deed should match the time period for the construction easement used in the appraisal. If the property was donated, the time limit for the construction easement should be three years from the beginning of construction.
- 4) For projects beginning the right of way acquisition process after **February 2, 2018**, all **slope easements** should contain the following language as approved by FHWA:

The above-described property is hereby conveyed as permanent easement for construction and maintenance of slopes outside the proposed right-of-way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said slopes.

- 5) The language required varies depending on what sort of property interest is being acquired:

ACQUISITION

The below described property is hereby conveyed in fee simple.

PERMANENT INGRESS / EGRESS EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of infrastructure and improvements over, under, across, and/or within the limits of the Permanent Ingress / Egress Easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

PERMANENT DRAINAGE EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of a Permanent Drainage Easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced above or interfere with the operation or maintenance thereof.

PERMANENT SLOPE EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of slopes outside the proposed right-of-way line. The title to the below described land, on which the slopes are to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced above or interfere with the operation or maintenance thereof.

TEMPORARY SLOPE EASEMENT

By this instrument the Grantor hereby conveys a temporary easement for the construction and maintenance of slopes outside the proposed right-of-way line. The title to the below described land, on which the slopes are to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced above or interfere with the operation or maintenance thereof.

TEMPORARY CONSTRUCTION EASEMENT

By this instrument the Grantor hereby conveys an easement for the construction of a working area and erosion control outside the proposed right-of-way line. The title to the below described land remains vested in the Grantor, and the Temporary Construction Easement may be used by the Grantee, its contractors, or assigns for a period of three (3) years, from and after the commencement of construction.

PERMANENT WATER LINE EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of a Permanent Water Line Easement. The title to the below described land, on which the Permanent Water Line Easement is to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT

By this instrument the Grantor hereby conveys a permanent easement for the construction and maintenance of a Permanent Public Utility and Drainage Easement. The title to the below described land, on which the public utilities and/or permanent drainage easement are to be constructed, remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced above or interfere with the operation or maintenance thereof.

Warranty Deed Example

This Instrument Was Prepared By:
 City of Franklin, Tennessee
 Post Office Box 305
 Franklin, Tennessee 37065

WARRANTY DEED

COF Contract No. 2019: _____

Project	County	Tract	Map	Ctrl Map	Parcel	Group
Project Name or State/Federal Project Numbers	Williamson	#	#	#	#	#

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065

FOR AND IN CONSIDERATION of the sum of **Thousand Hundred and 00/100 Dollars (\$100.00)**, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **ENTER NAME**, hereinafter called the Grantor, has bargained, sold, and by these presents does hereby transfer and convey unto the **City of Franklin, Tennessee**¹, hereinafter called the Grantee, its successors and assigns, any and all of the Grantor's right(s), title, and interest(s) in and to the following real property situated in Williamson County, Tennessee, being more particularly described as follows or more particularly shown by the words, figures, signs and symbols attached hereto as **Exhibit A**, and incorporated herein by reference.

The following described property located in the City of Franklin, Tennessee **14th** Civil District of Williamson County, Tennessee, to wit:

ACQUISITION

The below described property is hereby conveyed in fee simple.

Insert Legal Description

Being all or a portion of the same property conveyed to **ENTER NAME**, by **DEED TYPE** from **ENTER NAME**, dated **ENTER DATE**, of record in Book **###**, Page **###**, Register's Office for Williamson County, Tennessee.

¹ Pursuant to T.C.A. § 67-4-409(f)(1), the City of Franklin, Tennessee is exempt from payment of the Transfer Tax associated with the purchase of the property referenced herein.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds himself/herself, his/her heirs and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature pages to follow)

Page 2 of 4

Witness my hand this the _____ day of _____, 20____.

(Signature)

(Printed Name)

STATE OF _____
 COUNTY OF _____

Personally appeared before me, a Notary Public in and for said State and County, _____ [NAME], the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within document for the purpose(s) therein contained.

WITNESS my hand and official seal at office this the _____ day of _____, 20____.

(SEAL) _____
 NOTARY PUBLIC
 My Commission Expires: _____

REMINDER

Please submit proposed **Exhibit A** (if required) when submitting Warranty Deed

Page 3 of 4

STATE OF TENNESSEE)	
COUNTY OF WILLIAMSON)	
The actual consideration or true value, whichever is greater for this transfer is \$100.00 .	
_____ Affiant	
Sworn to and subscribed to before me on this the _____ day of _____, 20____.	
(SEAL)	_____ Notary Public
	My Commission Expires: _____

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Easement Example

This Instrument Was Prepared By:
 City of Franklin, Tennessee
 Post Office Box 305
 Franklin, Tennessee 37065

AGREEMENT FOR DEDICATION OF EASEMENT

COF Contract No. 2019-_____

Project	County	Tract	Map	Ctrl Map	Parcel	Group
Project Name or State/Federal Project Numbers	Williamson	#	#	#	#	#

New Owner Address: City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	Send Tax Bills To: City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065
--	--

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
Enter Name
 ("Grantor") has bargained and sold, and by these presents does transfer and convey unto the City of Franklin, Tennessee ("Grantee") the land and/or land rights, more particularly described as follows:

The following described property located in the City of Franklin, Tennessee #_____
 Civil District of Williamson County, Tennessee, to wit:

PERMANENT ENTER UTILITY EASEMENT TYPE EASEMENT

By this instrument the Grantor hereby conveys an easement for construction, operation, maintenance, repair, replacement and inspection of infrastructure and improvements within the limits of the permanent easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

Insert Legal Description

PAGE 1 OF 4

SLOPE EASEMENT

By this instrument the Grantor hereby conveys an easement for construction of slopes outside the proposed right-of-way line. This easement shall terminate upon completion of construction of the Project.

Insert Legal Description

CONSTRUCTION EASEMENT

By this easement the Grantor hereby conveys an easement for the construction of a working area outside the proposed right-of-way line. The title to the below described land remains vested in the Grantor, and is used by the Grantee, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

Insert Legal Description

Being all or a portion of the land acquired by ENTER NAME, by DEED TYPE, from ENTER NAME, dated ENTER DATE, of record in Book #, Page #, Register's Office of Williamson County, Tennessee.

This conveyance is made in consideration of Thousand Hundred and 00/100 Dollars (\$TBD.00), cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or more particularly shown by the words, figures, signs and symbols attached hereto as Exhibit A, and incorporated herein by reference. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds himself/herself/themselves and his/her/their representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature pages to follow)

PAGE 2 OF 4

Witness our hand this _____ day of _____, 20__.

 (Signature)

 (Printed Name)

STATE OF _____
 COUNTY OF _____

Personally appeared before me, a Notary Public in and for said State and County, _____ [NAME], the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing document for the purpose(s) therein contained.

WITNESS my hand and official seal at office this the _____ day of _____, 20__.

{SEAL} _____
 NOTARY PUBLIC
 My Commission Expires: _____

PAGE 3 OF 4

CITY OF FRANKLIN:

 Eric S. Stuckey
 City Administrator

STATE OF TENNESSEE
 COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Eric S. Stuckey, with whom I am personally acquainted and who acknowledged that he executed the foregoing document 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 the foregoing document on behalf of the Maker.

WITNESS my hand and seal this _____ day of _____, 20__.

{SEAL} _____
 NOTARY PUBLIC
 My Commission Expires: _____

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Exhibit Guidelines

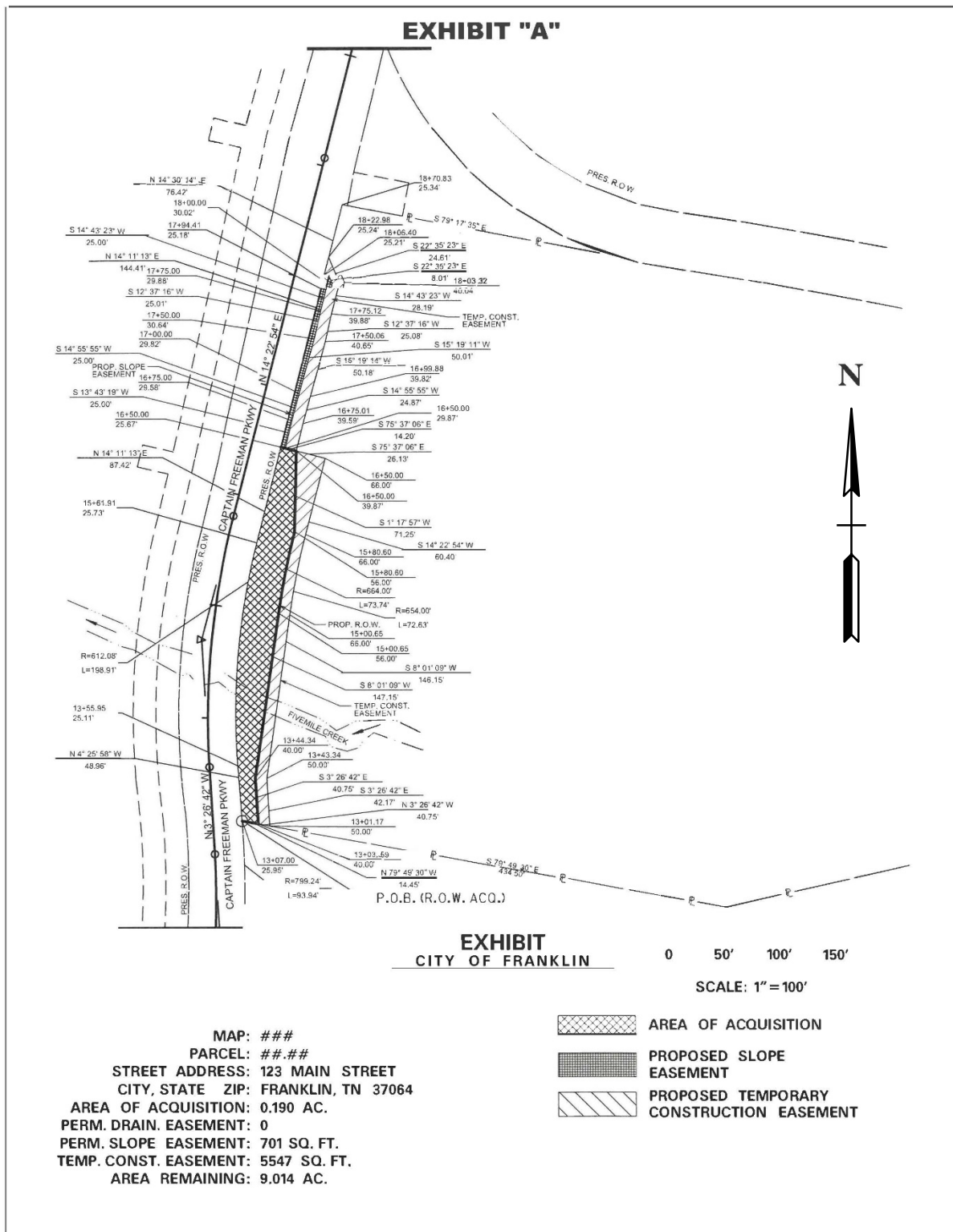
Required on Development Exhibit:

- Shall be in black and white
- Project name
- Legend with hatch patterns that are legible in black and white and are clearly distinguishable between right of way, temporary construction, and easement takings.
- Only show taking of individual tract (do not show other property ROW or easement info)
- North Arrow

Cannot be on Development Exhibit:

- Property owner name
- Property owner names for other tracts
- Book and Page numbers
- Tract information for other properties on the project
- Legend with color hatch patterns or solid fill

Exhibit Example



Definitions

Appraisal: is an expert process of developing an opinion of value for real property valuation or land valuation.

Approved Compensation: is the value of what the property owner is to be paid. This amount is reviewed and approved by City Staff. SHALL be fair market value and at or above appraisal amount.

City of Franklin (COF) Contract Number: Identifying number for a working contract or recorded legal document.

Condemnation: is when a local, state, or federal government seizes private property from an owner and then compensates that owner for the property. Generally, in a condemnation proceeding, the court shall decide whether the taking is legal and appropriate compensation. The City of Franklin only files condemnation when negotiations between the City and property owner cannot be met, sometimes this includes lender rejection of partial release of property owner loan.

Easement: recorded legal document that allows for private or public parties to access a portion of a property for utility or drainage matters and repairs.

Fee Simple Right-of-Way (ROW): most commonly a public road or alley, frequently home to water/sewer mains and other public utilities. Acts as a public utility, drainage, and access easement.

Map and Parcel: is an identifier given to a property when it is established ordered geographically.

Negotiation: discussion between property owner and City of Franklin to determine what is best for the property owner and the City.

Permanent Drainage Easement: are acquired for the construction and maintenance of drainage facilities. The permanent drainage easement area remains the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said facility.

Permanent Slope Easement: are permanent easements for construction and maintenance of slopes outside of the proposed right-of-way line. The slope easement area remains the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said slopes.

Public/Private: is a designation between City and individual property.

Public Utility and Drainage Easement (PUDE): An easement granting the public utility and its contractors the ability to work on a property for public water, sewer, or drainage devices. Is usually placed along lot lines and street right-of-way for the purpose of installing utilities.

Temporary Construction Easement (TCE): is a specialized form of easement that a public agency frequently uses as part of an eminent domain project when it “seeks to obtain exclusive possession of a portion of the property for a significant, albeit temporary, period of time.”

Temporary Slope Easement: is a right to construct and to maintain a slope on property owned by another until such time as the owner desires to remove or build on the slope provided the removal or use of the slope will not adversely affect the highway.

Warranty Deed: is a form that conveys real estate from a seller to a buyer and guarantees that the title is free and clear of all liens and encumbrances.