

This Instrument Prepared by:

COF Contract No. 2011-0127

City of Franklin
Law Department
109 Third Avenue South
Franklin, Tennessee 37064

GRANT OF DRAINAGE EASEMENT

WHEREAS RICHARD J. HARVEY and wife, JULIE A. HARVEY (“Grantor”), are the owners of the following described tract or parcel of real estate (the “Property”) situated in Williamson County, Tennessee, to wit:

Land in Williamson County, Tennessee, being Lot No. 2 on the plan of the Underwood Subdivision of record in Plat Book 51, page 38, Register’s Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed by James Edward Underwood to Richard J. Harvey and wife, Julie A. Harvey, by Warranty Deed of record in Book 4669, page 904, Register’s Office for Williamson County, Tennessee.

WHEREAS, a copy of the plat of record in Plat Book P51, page 38, Register’s Office of Williamson County, Tennessee is attached hereto for reference purposes, same depicting drainage easements encumbering the property; and,

WHEREAS, Grantor desires to alter the platted drainage easement that crosses the front portion of the property on Evans Street by abandoning the existing drainage easement and granting to the City of Franklin, Tennessee (“Grantee”) a new drainage easement that encompasses the installed stormwater culvert; and

WHEREAS, Grantor has with the execution of COF Contract No. 2011-0019 agreed to provide maintenance and future replacement and/or upgrade of the stormwater culvert installed in the new drainage easement.

NOW, THEREFORE, for good and valuable consideration exchanged, Grantor grants to Grantee, a Permanent Drainage Easement to the following described tract or parcel of real estate to allow for the passage of stormwater runoff across said tract or parcel:

Commencing at the Northwesterly corner of Lot 2 of the Underwood Subdivision as recorded in Plat Book 51, Page 38, Register’s Office of Williamson County, said point being on the Easterly right of way of Evans Street (50’ right of way); thence with the Northerly line of Lot 2, South 75° 04’ 33” East, 17.00’ to the Point of Beginning of the herein described drainage easement; thence, continuing with the Northerly line of Lot 2, South 75° 04’ 33” East, a distance of 10.00 feet to a point; thence with a line across Lot 2, South 16° 33’ 04” West, a distance of 70.44 feet to a point in the Southerly line of Lot 2; thence, with the Southerly line of Lot 2, North 75° 04’ 33” West, a distance of 10.00 feet to a point; thence, with a line crossing Lot 2, North 16° 33’ 04 East, a distance of 70.44 feet to the Point of Beginning, containing 0.02 Acres, or 704 square feet.

Included with the easement are the following incidental rights and powers which Grantor hereby agrees that Grantee, its representatives, agents and/or employees shall have: (a) the right of ingress and egress upon said easement for the purpose of removing any debris, rubbish, limbs or other obstructions which may obstruct the stormwater runoff that normally would flow through the installed culvert should the

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Grantor not do so in a timely manner and there is potential danger of damage to the Property or adjacent properties; and, (b) the right of ingress and egress upon said easement for the purpose of doing repairs and/or upgrades to the installed culvert should the Grantee not accomplish said repairs and/or upgrades within ninety (90) days of being notified by the Grantee for the need of such repairs and/or upgrade.

As consideration for the abandonment of the existing platted drainage easement with the acceptance of the above described Permanent Drainage Easement, Grantor agrees (a) to promptly clean up all debris, garbage, rubbish, limbs and/or other obstructions that come to be deposited within the easement, (b) to provide maintenance and future replacement and/or upgrade of the stormwater culvert installed in the new Permanent Drainage Easement, and (c) agrees to do whatever is reasonably necessary to keep the drainage and runoff from going further upon the Property and/or adjoining properties.

TO HAVE AND TO HOLD the above described Permanent Drainage Easement, with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the drainage and runoff easement, has good right to convey the easement herein and the easement is unencumbered; Grantor further covenants and binds themselves, their heirs, successors and assigns to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the ____ day of _____, 2011.

Richard J. Harvey

RICHARD J. HARVEY

Grantor

Julie A. Harvey

JULIE A. HARVEY

Grantor

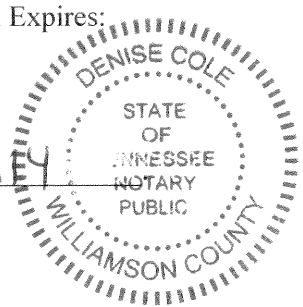
**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

PERSONALLY appeared before me, *Denise Cole* of the state and county mentioned, **RICHARD J. HARVEY and JULIE A. HARVEY**, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 13th day of Sept, 2011.

My Commission Expires:

3/30/2014



Denise Cole

Notary Public

CITY OF FRANKLIN, TENNESSEE

by: _____
Authorized Representative
Grantee

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

BEFORE ME, _____, of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorized representative of the **CITY OF FRANKLIN, TENNESSEE**, the within named bargainor, and that such person as the authorized representative of the **CITY OF FRANKLIN, TENNESSEE**, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

WITNESS my hand and seal at office in Franklin, Tennessee this ____ day of _____, 2011.

My Commission Expires:

Notary Public

_____.

THIS INSTRUMENT PREPARED BY:

City of Franklin
Administration/CIP Division
P.O. Box 305
Franklin, TN 37065
(615) 791-3217

**MAINTENANCE AGREEMENT FOR THE STORMWATER CULVERT ACROSS THE
FRONT OF Lot #2 OF THE UNDERWOOD SUBDIVISION**

COF Contract No. 2011-0019

This Agreement between the **City of Franklin, Tennessee** ("City") and Richard J. and Julie A. Harvey ("Owners"), entered into on this the ___ day of _____ **2011**.

WHEREAS, the Owners of Lot #2 of the Underwood Subdivision; Plat Book P51, Page 38; have had installed as part of the development of said Lot a stormwater culvert that traverses the Lot across the front of the Lot; and

WHEREAS, the stormwater culvert has replaced an existing swale that handled stormwater runoff from the adjoining street, Evans Street; and

WHEREAS, the design of stormwater culvert installed by Owners was not submitted to nor approved by the City; and

WHEREAS, the Owners have provided proof to the City that the stormwater culvert and the drainage swale along the south boundary of the Lot that directs the stormwater runoff from Evans Street to said stormwater culvert are located in public drainage easements; and

WHEREAS, the Owners have agreed to accept the maintenance and any future replacement and/or upgrading responsibilities of the stormwater culvert traversing the Lot and to hold the City harmless for any flooding of properties within the area due to any blockage or lack of capacity due to an under sizing of the stormwater culvert.

NOW, THEREFORE, the City and the Owners, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The stormwater culvert is defined as the structure or piping, any end and/or headwalls connected to the piping, and any improvements located within the drainage easement in which the stormwater culvert is located.
3. The Owners are responsible for all maintenance of the stormwater culvert including debris removal from the stormwater culvert and drainage swale leading to the stormwater culvert.
4. The Owners shall at their expense replace the stormwater culvert should replacement be required due to deterioration of the piping, or determination of the piping being under sized to handle the stormwater flow entering the stormwater culvert provided additional stormwater runoff is not directed to said stormwater culvert by the City or development approved by the City after the effective date of this Agreement.

5. The Owners agree that they, their successors, assigns and heirs shall hold the City, its officials, Board of Mayor and Aldermen, and employees harmless for any flooding of properties within the area due to any blockage or lack of capacity due to an under sizing of the stormwater culvert.

As approved by the Franklin Board of Mayor and Aldermen on _____, 2011.

WITNESS our hands on the dates as indicated.

OWNERS

Richard J. Harvey
Richard J. Harvey

9/13/2011
Date

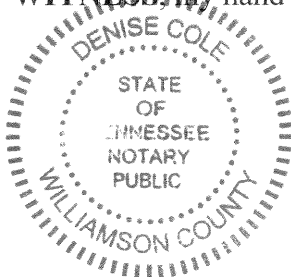
Julie A. Harvey
Julie A. Harvey

9/13/2011
Date

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Richard Harvey & Julie Harvey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Fieldstone Farms Homeowners Association and that as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 13th day of Sept, 2011.



Denise Cole
Notary Public
My Commission expires: 3/30/2014

ATTEST

CITY OF FRANKLIN, TENNESSEE

ERIC S. STUCKEY
City Administrator/Recorder

DR. KEN MOORE
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Shauna R. Billingsley, City Attorney

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/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the ___ day of _____, 2011.

Notary Public
My Commission expires: _____