

CITY OF FRANKLIN
STATE OF TENNESSEE
AGREEMENT OF SALE

FEDERAL PROJECT NO. STP/HPP-397(10)

COUNTY: Williamson

PROJECT: MACK HATCHER EXTENSION, NW QUAD

TRACT 21

This agreement entered into on this the _____ day of _____ 2010 between MARK AND CINDY TUMBLIN hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

A. The Seller hereby offers and agrees to convey to the City all interest in the lands identified as Tract 21 on the right-of-way plan for the above referenced project upon the City tendering the purchase price of TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$220,000.00) minus any remaining flood insurance payments, said tract being further described as follows:

Tract Number 21 also known as 925 Rebel Circle, Franklin, TN

B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Not Applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes \$ _____ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property:

Not Applicable

SELLER

SELLER