

RESOLUTION 23-128

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A SANITARY SEWER
EASEMENT AGREEMENT WITH THE CITY OF SPRING HILL AND PROPST REALTY
NASHVILLE LLC**

WHEREAS, a new sanitary sewer line is required to be installed to feed tracts within the June Lake development; and

WHEREAS, Propst Realty Nashville LLC has submitted a Sanitary Sewer Easement Agreement in which a permanent sewer easement is established and granted to the City of Spring Hill, attached hereto as Exhibit A; and

WHEREAS, the easement will cross the tract owned by Propst Realty Nashville, LLC; and

WHEREAS, City staff recommends approval of the Sanitary Sewer Easement Agreement between the City of Spring Hill and Propst Realty Nashville LLC.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves of the Sanitary Sewer Easement Agreement between the City of Spring Hill Propst Realty Nashville LLC, attached hereto.
2. Authorize the Mayor to sign the agreement.

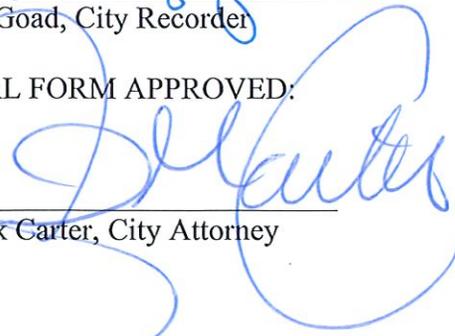
Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of July, 2023.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

This instrument was prepared by:
Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
150 Third Avenue South, Suite 1100
Nashville, Tennessee 37201

SANITARY SEWER EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt of which are all hereby acknowledged, the undersigned, **PROPST REALTY NASHVILLE, LLC**, a Tennessee limited liability company ("**Grantor**"), hereby grants unto **THE CITY OF SPRING HILL, TENNESSEE** ("**Grantee**"), the easements set forth in this instrument.

Grantor is the owner of that real property located in Spring Hill, Williamson County, Tennessee municipally known as Tax Map 154, Parcel 56.02 (the "**Property**").

The Property is subject to the Master Declaration of Covenants, Conditions, Easements and Restrictions for June Lake recorded with the Williamson County Register of Deeds as Instrument No. 20071974, as amended (the "**Master Declaration**"). Defined terms used but not defined herein shall have the meanings given to them in the Master Declaration.

Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, an easement (the "**Easement**") of a size, and on the portion of the Property, more particularly set forth in Exhibit A attached hereto and incorporated herein by reference (the "**Easement Area**") solely for operation, maintenance, repair, and (if and as needed) replacement of a sanitary sewer line and related improvements within the limits of the Sewer Easement Area (the "**Sewer**"). The Sewer line shall be in the dimension(s) set forth in Exhibit A attached hereto.

Grantor shall install the Sewer at its cost. Grantee shall be solely responsible for operation and any maintenance, repair, and replacement (and the costs thereof) of the Sewer and shall not permit any liens to be placed on the Property. Grantor does not waive any claims for damage in any manner for negligence of any agent, representative or contractor for Grantee in connection with such operation and any such maintenance, repair, and/or replacement.

Grantee shall operate, maintain, repair and (as needed) replace the Force Main Improvements in compliance with all applicable laws (including environmental laws), ordinances, rules, orders, regulations and requirements, and in a clean and safe condition. Grantee shall not place or construct (or allow to be placed or constructed) any improvements or other obstructions (other than the Sewer) which would prevent, obstruct or impair Grantor's quiet enjoyment of the Property, including the Easement Area.

Grantor hereby covenants with Grantee that Grantor is the lawful owner of the Property in fee simple and has a good right to make this conveyance without joinder of any other party.

Grantee agrees that the Property, including the Easement Area, may be used for any lawful purpose or purposes desired, provided such use or uses shall not actually destroy, weaken, or damage the Force Main Improvements or objectively interfere with the operation thereof. Without limiting the foregoing and notwithstanding any other provision of this instrument, Grantor and its affiliates and designees retain and reserve the right to construct, improve, maintain, repair, and replace, from time to time, improvements, including Bike Pathways, Greenways, Pedestrian Corridors, and/or other pathways, drives, and/or infrastructure within the Easement Area, including over the Sewer and related improvements. Grantor's rights (for itself and its affiliates and designees) under this paragraph shall survive termination of the Easement and this instrument.

IN WITNESS WHEREOF, this Sanitary Sewer Easement Agreement has been executed effective as of the _____ day of June, 2023.

GRANTOR:

Propst Realty Nashville, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, 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 _____ of Propst Realty Nashville, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as _____.

Witness my hand and seal at office in _____, Tennessee, this _____ day of June, 2023.

Notary Public

My Commission Expires: _____

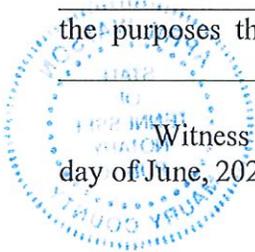


EXHIBIT A

Easement Area Description

June Lake – Phase 1 Pod C Offsite Sewer Easement
Deed Book 8528 Page 36 Register's Office for Williamson County, Tennessee
P.O. Map 154 Parcel No. 56.02

Being a 20-foot-wide permanent sewer easement across land lying in the City of Spring Hill, Williamson County, Tennessee, said land being a portion of the property owned by Propst Realty, Nashville, LLC., ownership of record in Deed Book 8528, Page 36, said land being known as Parcel 56 on Williamson County Tax Map 154, said easement being more particularly described as follows:

COMMENCING at the northeastern corner of the property as of record in Deed Book 8528 Page 36 R.O.W.C, TN. and continuing along the northern boundary of the property of said Propst Realty Nashville, LLC, the following calls:

Along the curve to the left having a radius of 840.50 feet, a chord length of 44.95 feet and a chord bearing S 48° 40' 20" W for a distance of 44.95 feet to a point;
S 45° 36' 28" W a distance of 44.95 feet to a point;
Along the curve to the right having a radius of 13.50 feet, a chord length of 17.67 feet and a chord bearing S 84° 57' 15" W for a distance of 19.26 feet to a point;
N 55° 30' 10" W a distance of 126.98 feet to the POINT OF BEGINNING.

Thence, leaving said POINT OF BEGINNING, the following calls:

S 33° 59' 50" W a distance of 114.81 feet to a point;
S 34° 48' 11" W a distance of 81.73 feet to a point;
S 36° 35' 28" W a distance of 168.91 feet to a point;
S 55° 27' 18" E a distance of 168.29 feet to a point;
S 37° 37' 04" W a distance of 328.58 feet to a point;
S 52° 42' 14" W a distance of 219.82 feet to a point;
S 28° 24' 02" E a distance of 20.24 feet to a point;
N 52° 42' 14" E a distance of 214.05 feet to a point;
N 37° 37' 04" E a distance of 304.83 feet to a point;
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N 36° 35' 28" E a distance of 189.32 feet to a point;
N 34° 48' 41" E a distance of 81.27 feet to a point;
N 33° 59' 47" W a distance of 114.84 feet to the POINT OF BEGINNING.

Containing approximately 21,545 square feet or 0.49 acres more or less.

Easement Area Depiction

[See attached.]

BK/PG: 9300/72-78
23021220

7 PGS : EASEMENT	
CHERYL MARTIN	943645 - 23021220
07/25/2023 - 09:47:30 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

This instrument was prepared by:
Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
150 Third Avenue South, Suite 1100
Nashville, Tennessee 37201

REGISTER OF DEEDS

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Grantee agrees that the Property, including the Easement Area, may be used for any lawful purpose or purposes desired, provided such use or uses shall not actually destroy, weaken, or damage the Force Main Improvements or objectively interfere with the operation thereof. Without limiting the foregoing and notwithstanding any other provision of this instrument, Grantor and its affiliates and designees retain and reserve the right to construct, improve, maintain, repair, and replace, from time to time, improvements, including Bike Pathways, Greenways, Pedestrian Corridors, and/or other pathways, drives, and/or infrastructure within the Easement Area, including over the Sewer and related improvements. Grantor's rights (for itself and its affiliates and designees) under this paragraph shall survive termination of the Easement and this instrument.

In no event shall any party be liable to the other for incidental, indirect, consequential or punitive damages. Grantee will at all times during the term hereof, maintain or cause to be maintained general public liability insurance with necessary riders for environmental damages, insuring itself, its contractors, subcontractors, agents, and employees from liability due to bodily injury, death, and property damage in amounts reasonably acceptable to Grantor or otherwise mandated by Grantee's Board of Mayor and Alderman and agrees, upon request, to deliver a certificate from such insurance company(ies) evidencing the existence of such insurance.

The Easement and this instrument are subject to any easements, liens or encumbrances heretofore of record.

[Signature pages follow]

IN WITNESS WHEREOF, this Sanitary Sewer Easement Agreement has been executed effective as of the 19th day of June, 2023.

GRANTOR:

Propst Realty Nashville, LLC,
a Tennessee limited liability company

By: *William Propst*

Name: William Propst

Title: Member

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared WILLIAM PROPST 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 MEMBER of Propst Realty Nashville, LLC, the within named bargainer, a Tennessee limited liability company, and that he/she as such MEMBER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as MEMBER.

Witness my hand and seal at office in HUNTSVILLE, Alabama, this 19th day of June, 2023.

Jenny M. Anderson
Notary Public

My Commission Expires: 4-23-25



GRANTEE:

The City of Spring Hill, Tennessee

By: [Signature]

Name: Jim Haganan

Title: Mayor

STATE OF TENNESSEE)
COUNTY OF Maury)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jim Haganan, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, under oath acknowledged himself/herself to be the Mayor of The City of Spring Hill, Tennessee, the within named bargainer, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as Mayor.

Witness my hand and official seal at office in Spring Hill, TN
this 17th day of ~~June~~ July, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/9/24



STATE OF TENNESSEE)
COUNTY OF Maury)

The foregoing easement grant is exempt from payment of recording tax pursuant to Tenn. Code Ann. § 67-4-409(f)(1).

[Signature]
AFFIANT

Subscribed and sworn to before me this 17th day of ~~June~~ July, 2023.

[Signature]
Notary Public

My ~~commission~~ expires: 10/9/24



EXHIBIT A**Easement Area Description**

June Lake – Phase 1 Pod C Offsite Sewer Easement
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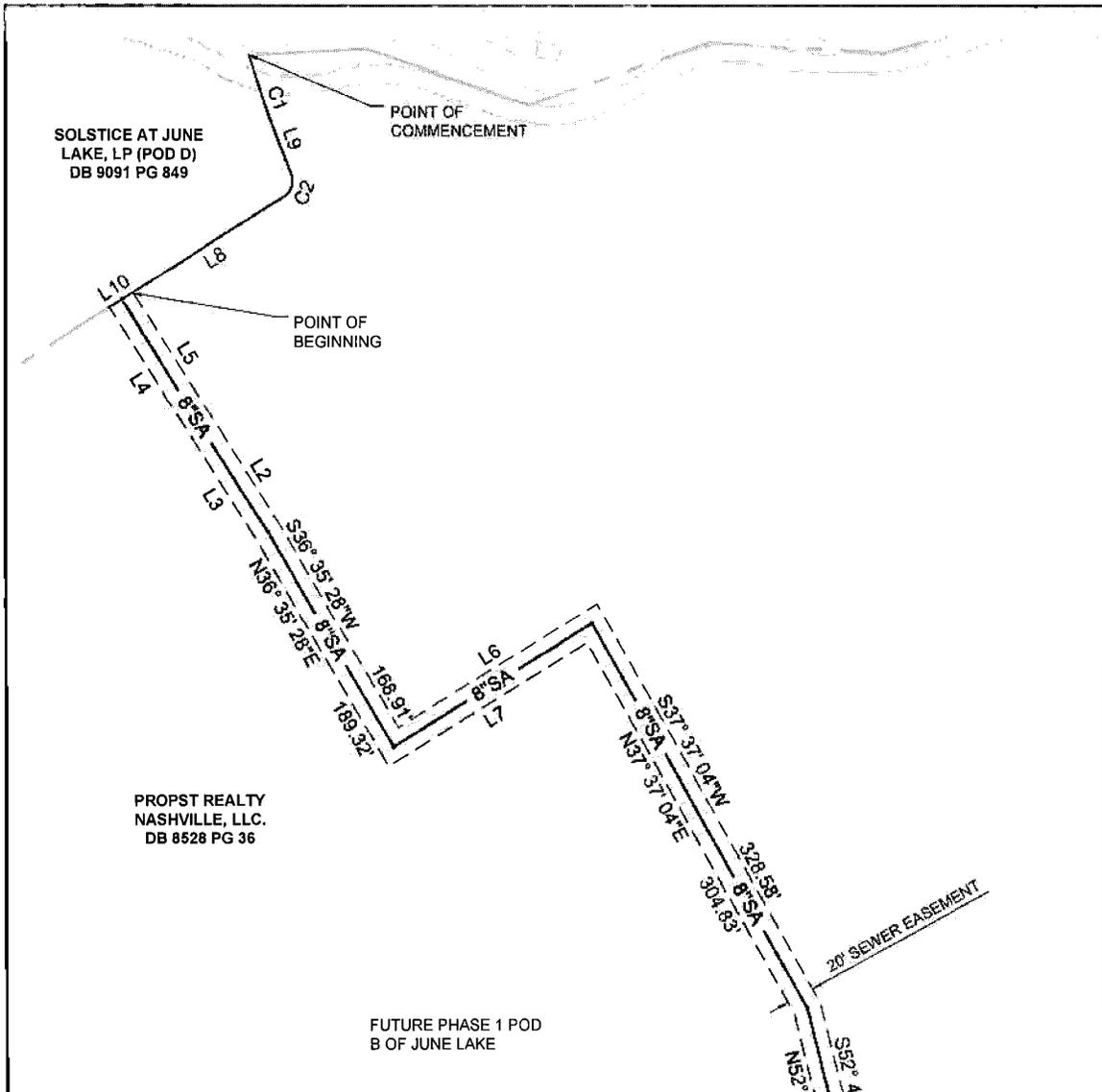
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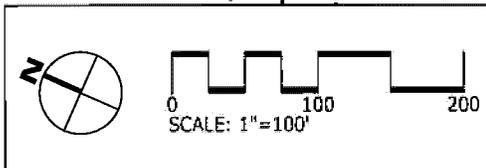
Easement Area Depiction

[See attached.]



PARCEL LINE DATA		
Line #	Direction	Length
L1	S28° 24' 02"E	20.24'
L2	S34° 48' 41"W	81.73'
L3	N34° 48' 41"E	81.27'
L4	N33° 59' 47"E	114.84'
L5	S33° 59' 50"W	114.81'
L6	S55° 27' 18"E	168.29'
L7	N55° 27' 18"W	167.91'
L8	N55° 30' 10"W	126.98'
L9	S45° 36' 28"W	44.95'
L10	S55° 30' 10"E	20.00'

PARCEL CURVE DATA				
Curve #	Delta	Length	Radius	Chord
C1	3° 03' 52"	44.95'	840.50'	S48° 40' 20"W 44.95'
C2	81° 45' 27"	19.26'	13.50'	S84° 57' 15"W 17.67'



MAP / PARCEL: 166/73.00 PROJECT #:
 DATE: 5/23/2023 CSDG PROJECT #: 21-006-01



DEDICATION OF EASEMENT EXHIBIT
 GRANTEE
 CITY OF SPRING HILL
 GRANTOR
 PROPST REALTY NASHVILLE, LLC
 LAND IN SPRING HILL, WILLIAMSON COUNTY, TENNESSEE

CERTIFICATE OF AUTHENTICITY

I, Chris Raybell, do hereby make oath that I am a licensed attorney (Tennessee Bar # 072402) and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on JUNE 19, 2023 (date of document).

Chris Raybell

Affiant Signature

7/25/23
Date

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Sworn to and subscribed before me this 25 day of July, 2023

Michelle Gooden

Notary's Signature

My Commission Expires: 9/7/26

