

ORDINANCE NO. 91-14
(As amended prior to
second reading on October
21, 1991)

**AN ORDINANCE CONDITIONALLY RELEASING EASEMENTS
GRANTED BY THE ESTATE OF SALLIE WEAVER
FOR THE PROPOSED DEVELOPMENT OF
CREEKWOOD CROSSINGS SUBDIVISION**

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE
TOWN OF SPRING HILL:

SECTION 1: By an instrument executed in May of 1989, the beneficiaries under the Last Will and Testament of Sallie C. Weaver conveyed unto the Town of Spring Hill certain easements for a proposed sanitary sewer line and a water line for the proposed development of property lying north of the Weaver property known as Creekwood Crossings. The proposed development of Creekwood Crossings has been abandoned and the mortgage against the property on which it was to be located has been foreclosed. The executors of the Estate of Sallie C. Weaver have requested the Town of Spring Hill to release the easements which were conveyed to it by an instrument which appears of record in Book 811, Page 731, of the Register's Office of Maury County, Tennessee, wherein it was filed on the 15th day of May, 1989. A copy of this Grant of Easement is attached hereto as Exhibit 1 to this Ordinance.

SECTION 2: A representative of the Weaver Estate has represented to the Board that the existence of these easements constitute a cloud on the title to that property which has interfered with proposed sales of portions of that tract.

SECTION 3: As the proposed development of Creekwood Crossings has been abandoned, the Board of Mayor and Aldermen find that these easements may no longer be required.

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen, the Town of Spring Hill releases and relinquishes the easements granted to it by the instrument which is attached to this Ordinance on the following condition:

Upon the sale of any portion of the Weaver Estate Property which is burdened by these easements, if no water line or sewer line has been constructed thereon, the grant of these easements will be deemed null and void as to either or both of the easements which have not been utilized at that time by the actual construction of the improvement which was the purpose for which it was granted.

The Mayor and Recorder are authorized and directed to execute an appropriate release upon the sale of the property as to one or both of the easements.

Passed and adopted by the Board of Mayor and Aldermen of the Town of Spring Hill on second reading on this the 18th day of November, 1991.

R. P. Boyd, Jr.
R. P. BOYD JR., MAYOR

ATTEST:

June Quirk
JUNE QUIRK, RECORDER

LEGAL FORM APPROVED:

ROBIN COURTNEY,
TOWN ATTORNEY

Passed on 1st Reading: 10-21-91
Passed on 2nd Reading: 11-18-91

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This instrument prepared by Robin Courtney, Attorney, Columbia, Tennessee.

GRANT OF EASEMENT

For the consideration hereinafter set out we, CLARENCE E. WEAVER, JACK RAY WEAVER, ROY L. WEAVER, OLA MAE W. ANDREWS, MARY W. KIM, BARA ANN W. GLENN, JANE W. TRIMBLE, BEVA PEARLE W. KINCAID, WILLIAM H. WEAVER, MELLIE W. RUMMAGE and CLARENCE E. WEAVER and JACK WEAVER, Testamentary Trusteas of GEORGE W. WEAVER, the devisees under the Last Will and Testament of Sallie Ann Crossland Weaver, of record in Will Book 8, Page 8 of the Chancery Court of Maury County, Tennessee, herein called "Grantors", do hereby sell, transfer and convey unto The Town of Spring Hill, Tennessee, its successors and assigns, two (2) perpetual easements and rights-of-way for (1) the construction, installation, repair, maintenance, operation and replacement of a sanitary sewer line and (2) the construction, installation, repair, maintenance operation and replacement of a water transmission line, the locations of which shall generally follow the lines reflected on the copy of a map attached hereto as Exhibit 1, in, on, over, under, through and across the following described tract or parcel of land (hereinafter referred to as the "Weaver property") lying and being in the Third (3rd) Civil District of Maury County, Tennessee, and within the corporate limits of the Town of Spring Hill, which is more fully described in two (2) tracts as follows:

Two certain tracts or parcels of land situate, lying and being in the 3rd Civil District of Maury County, Tennessee, about 2 miles from Spring Hill on the Kedron Pike and more particularly bounded and described as follows:

First Tract: Beginning at a post at the SE corner of the tract Parham's corner; thence with Parham N. 2 1/4 deg. E. crossing the road at 20 chains crossing Kutherford Creek and with Glenn changing bearing at 47.52 chains along wire fence to N. 1 deg. E. in all 72.52 chains to a stake, Glenn's corner in Smith's boundary line; thence with Smith N. 85 1/2 deg. W. crossing Enon Creek at about 20 chains and with Odil changing bearing at 38.55 chains to N. 88 deg. W. in all 41.55 chains to a set rock Dinning's Corner;

BOOK 811 PAGE 731

Maury County, State of Tennessee
 Received for record the 15 day of May 1927 at 2:51 o'clock P.M.
 into Book 811 pg 731 Receipt \$3.75 Recording Fee 50
 State Tax _____ Probate Fee _____ J. J. Joyl
 Book _____ Page _____ Witness my hand *Thomas H. Anderson*
 Register

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thence S. 2 1/4 deg. W. 72.34 chains to a stake with large hickory pointer; thence S. 86 1/4 deg. N. 5.50 chains to a stake near an elm; thence S. 4 3/4 deg. W. 14.75 chains to an iron pin in the road; thence with Harmon S. 88 deg. E. 5.98 chains to a stake; thence S. 60 1/2 deg. E. 2.21 chains to a stake; Parham's corner; thence with same N. 40 1/2 deg. E. 4.12 chains to a post; thence with same N. 50 1/2 deg. W. 2.21 chains to a post; thence with same N. 41 1/2 deg. E. 13.49 chains to a stake; thence with same S. 86 1/4 deg. East 16.67 chains to the beginning containing 335.51 acres, more or less.

Second Tract: Beginning at a stake in the middle of the road, Barrow's SW corner in Bunch E. boundary line; thence S. 5 deg. W. along the road and with Bunch 25.78 chains to a stake in the old road; thence with old road (now closed) and Moore's N. boundar, line S. 88 1/2 deg. E. 28.40 chains to a stake Guy [Parks corner; thence N. 1 1/2 deg. E. with Parks 23.86 chains to a stake Parham's corner; thence N. 87 deg W. with Parham 18.56 chains to a post Barrow's corner; thence N. 53 deg. W. 1.93 chains to a post; thence N. 85 deg W. 6.21 chains to the beginning, containing 67 acres, more or less.

Being the same property conveyed to W. H. Weaver and wife, Sallie A. Weaver, by deed dated December 10, 1943, which appears of record in Book 237, page 164 of the Register's Office of Maury County, Tennessee. The said W. H. Weaver predeceased Sallie A. Weaver.

Being a portion of the property devised under the Last Will and Testament of Sallie Ann Crossland Weaver, Deceased, which appears of record in Will Book 8, page 8 in the Office of the Clerk and Master of Maury County, Tennessee.

TO HAVE AND TO HOLD, the above described easements and right-of-way unto The Town of Spring Hill, its successors and assigns.

The easements herein granted are as follows:

(i) A permanent water line easement located as set forth in paragraph 1, below, twenty-five (25) feet in width, together with a temporary construction easement one hundred (100) feet in width, for the construction, installation, maintenance, operation, repair and replacement of a potable water transmission line and,

(ii) A permanent sanitary sewer line easement located as set forth in paragraph 1, below, twenty-five (25) feet in width, together with a temporary construction easement one

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thence S. 2 1/4 deg. W. 72.34 chains to a stake with large hickory pointer; thence S. 86 1/4 deg. E. 5.50 chains to a stake near an elm; thence S. 4 3/4 deg. W. 14.75 chains to an iron pin in the road; thence with Harson S. 68 deg. E. 5.98 chains to a stake; thence S. 60 1/2 deg. E. 2.21 chains to a stake; Parham's corner; thence with same N. 40 1/2 deg. E. 4.12 chains to a post; thence with same N. 50 1/2 deg. W. 2.21 chains to a post; thence with same N. 41 1/2 deg. E. 13.49 chains to a stake; thence with same S. 86 1/4 deg. East 16.67 chains to the beginning containing 335.51 acres, more or less.

Second Tract: Beginning at a stake in the middle of the road, Barrow's SW corner in Bunch E. boundary line; thence S. 5 deg. W. along the road and with Bunch 25.78 chains to a stake in the old road; thence with old road (now closed) and Moore's N. boundar, line S. 88 1/2 deg. E. 28.40 chains to a stake Guy [Parke corner; thence N. 1 1/2 deg. E. with Parke 23.86 chains to a stake Parham's corner; thence N. 87 deg. W. with Parham 18.36 chains to a post Barrow's corner; thence N. 53 deg. W. 1.93 chains to a post; thence N. 85 deg. W. 6.21 chains to the beginning, containing 67 acres, more or less.

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(ii) A permanent sanitary sewer line easement located as set forth in paragraph 1, below, twenty-five (25) feet in width, together with a temporary construction easement one

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hundred (100) feet in width, for the construction, installation, maintenance, operation, repair and replacement of a sanitary sewer line including any and all appurtenances required or necessary thereto.

This conveyance is made subject to the following agreements between the parties which represent the consideration for this conveyance, to wit:

1. It is agreed that the sewer line will be constructed across the Weaver property at the general locations designated on Exhibit 1. It is further agreed that the water line will likewise be constructed across the Weaver property at the general location designated on Exhibit 1 and that the southern boundary line of the permanent easement for the water line shall be no more than twelve, (12) feet from the right-of-way of the Kedron Pike.

2. The owners of the Weaver property shall have the right to connect to the water and sewer lines at the expense of such owners.

3. The Town of Spring Hill agrees to conduct restoration operations on the areas disturbed by the construction of the sewer and water lines within the easements herein granted an to remove all rocks brought to the surface which are of a size to interfere with ordinary farming cultivation of the property. It further agrees that the areas so disturbed will be restored to as near their present condition as is practical and to reseed those areas with a vegetation similar to that disturbed by the construction.

4. The property above described is now rented to James Lochridge. The Town of Spring Hill agrees to pay to the said James Lochridge all damages to growing crops sustained by its construction and restoration activities.

5. James Lochridge joins in the execution of this

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instrument to agree to the compensation for damage to his growing crops as herein set forth and to consent to the use by The Town of Spring Hill, or its assigns, of the Weaver Property as set forth herein.

6. The easements and other rights granted by Grantors to The Town of Spring Hill, its successors and assigns, herein shall be easements which shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this the day and date first above written.

Clarence E. Weaver
CLARENCE E. WEAVER

Jack Ray Weaver
JACK RAY WEAVER

Roy L. Weaver
ROY L. WEAVER

Ola Mae W. Andrews
OLA MAE W. ANDREWS

Mary W. Kirk
MARY W. KIRK

Sara Ann W. Glenn
SARA ANN W. GLENN

Jane W. Trimble
JANE W. TRIMBLE

Neva Pearl W. Kincaid
NEVA PEARL W. KINCAID

William H. Weaver
WILLIAM H. WEAVER

Hellie W. Rummage
HELLIE W. RUMMAGE

GEORGE W. WEAVER
BY *Clarence E. Weaver*
Clarence E. Weaver,
Testamentary Trustee

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BY: Jack Ray Weaver
Jack Ray Weaver,
Testamentary Trustee
THE TOWN OF SPRING HILL
BY: George C. Jones
GEORGE C. JONES, TRUSTEE
James Lochridge
JAMES LOCHRIDGE

STATE OF TENNESSEE
COUNTY OF MAURY

Before me, the undersigned authority, Notary Public, in and for the aforesaid state and county, personally appeared CLARENCE E. WEAVER, individually, as Co-Executor of the Estate of Sallie Ann Crossland Weaver, as Testamentary Trustee of George W. Weaver, and as Agent of the devisees under the Last Will and Testament of Sallie Ann Crossland Weaver, the bargainer, with whom I am personally acquainted, and who acknowledged that the foregoing instrument was executed for the purpose therein contained.

Witness my hand and seal at office in Columbia, Tennessee, this the 10th day of May, 1989.

Roberta Kurb
NOTARY PUBLIC

MY COMMISSION EXPIRES:
4-19-93

STATE OF TENNESSEE
COUNTY OF MAURY

Before me, the undersigned authority, Notary Public, in and for the aforesaid state and county, personally appeared Jack Ray Weaver, individually, as Co-Executor of the Estate of Sallie Ann Crossland Weaver, as Testamentary Trustee of George W. Weaver, and as Agent of the devisees of the Last Will and Testament of Sallie Ann Crossland Weaver, the bargainer with whom I am personally acquainted, and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in Columbia, Tennessee, this 10th day of May, 1989.

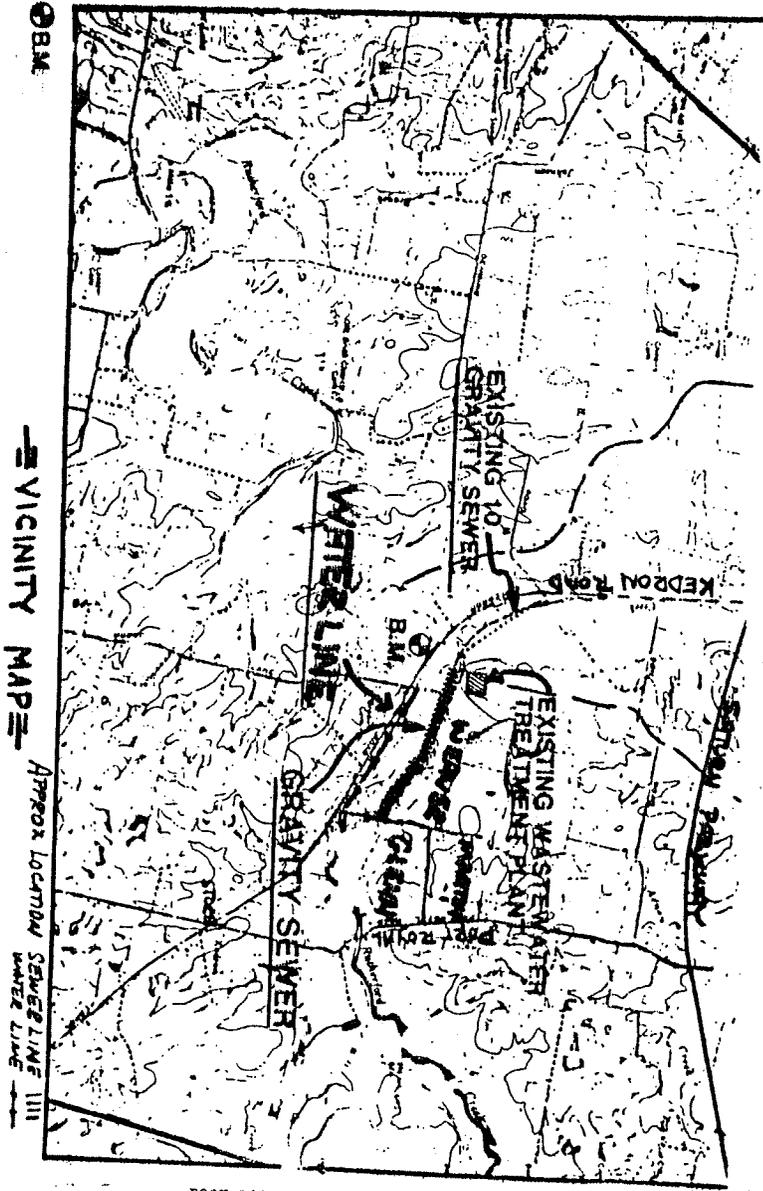
Roberta Kurb
Notary Public

My Commission Expires:
4-19-93

I hereby certify that I registered this above instrument the 11th day of May, 1989.
Lewis W. Andrews
Agent

BOOK 811 PAGE 735

EXHIBIT #1



BOOK 811 PAGE 739

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THIS INSTRUMENT PREPARED BY:

ROBIN S. COURTNEY
WALLER LANSDEN DORTCH & DAVIS
809 SOUTH MAIN ST., SUITE 300
P.O. BOX 1035
COLUMBIA, TN 38402-1035

R E L E A S E

By an instrument filed in the Register's Office of Maury County, Tennessee, on May 15, 1989, Clarence E. Weaver and others, the same being the beneficiaries under the Last Will and Testament of Sallie Ann Crossland Weaver, conveyed unto the Town of Spring Hill two (2) perpetual easements and rights-of-way for the construction and installation of a sewer line and a water transmission line which were granted for the proposed development of a project lying north of the property known as Creekwood Crossings which development has now been abandoned.

At the request of the children of Sallie Ann Crossland Weaver and pursuant to Ordinance No. 91-14 of the Town of Spring Hill, the Town of Spring Hill does hereby release, surrender and relinquish all rights, titles, interests and easements acquired by it by virtue of this instrument which appears of record in Book 811, Page 731, of the Register's Office of Maury County, Tennessee.

IN WITNESS WHEREOF, the Town of Spring Hill has caused this instrument to be executed by its Mayor and attested by its Recorder, on this the 18th day of November, 1991.

TOWN OF SPRING HILL

By: R. P. Boyd, Jr.
R. P. BOYD, JR., MAYOR

ATTESTED:

June Quirk
JUNE QUIRK, RECORDER

