

**RESOLUTION 14-96**

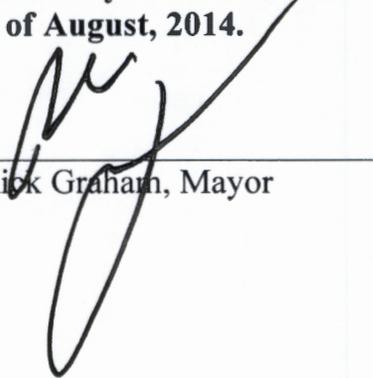
**A RESOLUTION TO AUTHORIZE THE PURCHASE OF A SEWER  
EASEMENT THROUGH  
KING'S CREEK GOLF COURSE**

**WHEREAS**, the City of Spring Hill has the opportunity to purchase a sewer easement through King's Creek Golf Course; and

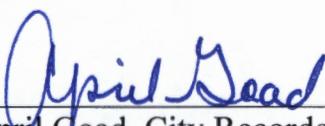
**WHEREAS**, City of Spring Hill Staff has negotiated a purchase price; and

**NOW, THEREFORE BE IT RESOLVED** that the City of Spring Hill authorizes the purchase a sewer easement through King's Creek Golf Course for the amount not to exceed \$199,000.00.

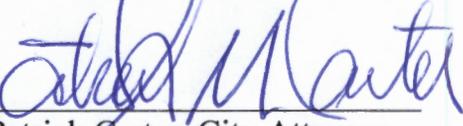
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18<sup>th</sup> day of August, 2014.**

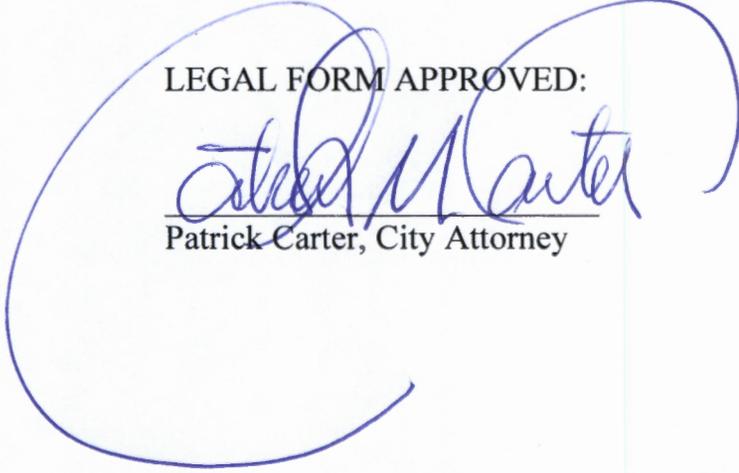
  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



PICKUP: APRIL GOAD

This instrument prepared by Patrick M. Carter, Attorney, 102 West Seventh Street, Post Office Box 929, Columbia, Tennessee 38402-0929.

P/O Map 043, Parcel 020.00

### GRANT OF SEWER EASEMENT

For and in consideration of the sum of One Hundred Ninety-nine Thousand Dollars (\$199,000.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, SPE GO HOLDINGS, INC. (hereinafter called "Grantor"), does hereby grant, transfer and convey to the CITY OF SPRING HILL, TENNESSEE, (hereinafter called "Grantee"), its successors and assigns, a 20-foot wide permanent gravity sewer line easement for the purpose of constructing, operating, maintaining, repairing, replacing and inspecting said proposed gravity sewer line. The center line of the proposed 20-foot wide permanent gravity sewer line easement is described as follows:

Beginning at an existing manhole, said point being located S 21°03'28" E 269.48 feet from an existing upstream manhole; thence, South 87°25'59" East, 304.96 feet to a point; thence, South 24°6'17" East, 357.92 feet to a point; thence, South 11°0'20" East, 367.27 feet to a point; thence, South 56°13'1" East, 350.04 feet to a point; thence, South 71°36'1" East, 370.11 feet to a point; thence, South 68°42'19" East, 253.44 feet to a point; thence, South 43°30'41" East, 401.32 feet to a point; thence, South 54°32'37" East, 250.90 feet to a point; thence, South 33°36'10" East, 325.67 feet to a point; thence, South 9°40'8" East, 235.15 feet to its terminus at the property boundary of Parcel No. 13, Tax Map 043.

In addition to the above-described permanent gravity sewer line easement, the undersigned grants an adjoining 20-foot wide temporary construction easement located on each side of the 20-foot wide permanent easement for the purpose of facilitating gravity sewer line installation. The temporary construction easement shall become null and void upon project completion and acceptance by the City of Spring Hill.

The City of Spring Hill agrees to require its agents and contractors to protect and restore said property to a condition similar or equal to that existing at the commencement of construction.

Being a portion of the same property previously conveyed to RLG Investments, LLC herein by deed of record in Book R1722, Page 794, Register's Office of Maury County, Tennessee.

*Source of title Book R2080 Page 211. alk*

This parcel of land upon which said sewer way is to be constructed is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after the construction of said drainage way is completed, provided, in the opinion of the City of Spring Hill, Tennessee, said use does not destroy, weaken, or damage the above-described improvement nor impede or interfere with the operation or maintenance of same. Said easement is binding upon the Grantor, its heirs, successors and assigns.

Said easement and rights associated therewith, shall run with the land and shall be perpetual.

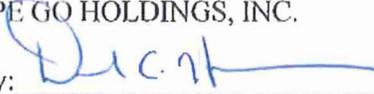
Included with the easement are the following incidental rights and powers which Grantor hereby agrees that Grantee, its successors and assigns, shall have: (a) Grantee shall have the right of ingress and egress upon said easement for the purpose of moving any debris, rubbish, limbs, or other obstructions which may obstruct or rest upon said easement due to the drainage and runoff, (b) Grantee shall have the right of ingress and egress upon said easement for the purpose of doing reasonably necessary work to keep water and runoff from its property from going further upon Grantor's land outside the boundaries of the easement.

Said easement is granted and conveyed subject to the limitations, restrictions, agreements and requirements set out herein.

TO HAVE AND TO HOLD the above-described sewer easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the drainage and runoff easement, has a good

right to convey said easement, and the easement is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind itself, its 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.

SPE GO HOLDINGS, INC.

By: 

Donald C. Henderson  
Its: Senior Vice President

STATE OF KANSAS  
COUNTY OF SEDGWICK

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Donald C. Henderson, with whom I am personally acquainted, and who, upon oath acknowledged him/herself to be the Senior Vice President of SPE GO HOLDINGS, INC., a corporation, the within named bargainor, and as such Donald C. Henderson, being authorized so to do, executed the foregoing instrument for the purposes therein expressed and contained by signing the name of the corporation by Donald C. Henderson.

Witness my hand and seal at office in Wichita, Kansas, this the 21st day of October, 2014.

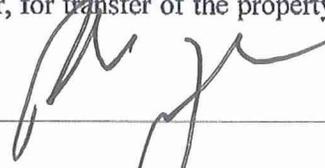
  
NOTARY PUBLIC

My Commission Expires:



OATH

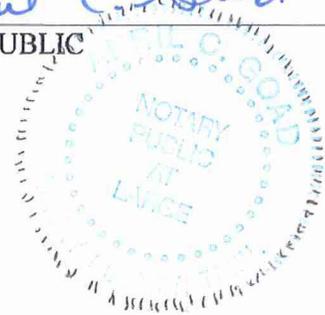
Rick Graham, Mayor, being duly sworn, deposes and says, under penalties of perjury, that the consideration or value, whichever is greater, for transfer of the property described herein is \$ 199,000.00.



Sworn to and subscribed before me, this the 4<sup>th</sup> day of November 2014.

April C. Good  
NOTARY PUBLIC

My Commission Expires: 6-19-2016



BK/PG:R2297/948-951

14012562

|                       |       |
|-----------------------|-------|
| 4 PGS : AL - EASEMENT |       |
| NANCY BATCH: 152827   |       |
| 11/07/2014 - 11:24 AM |       |
| VALUE                 | 0.00  |
| MORTGAGE TAX          | 0.00  |
| TRANSFER TAX          | 0.00  |
| RECORDING FEE         | 20.00 |
| DP FEE                | 2.00  |
| REGISTER'S FEE        | 0.00  |
| TOTAL AMOUNT          | 22.00 |

STATE of TENNESSEE, MAURY COUNTY

JOHN FLEMING  
REGISTER OF DEEDS