

RESOLUTION 15-86

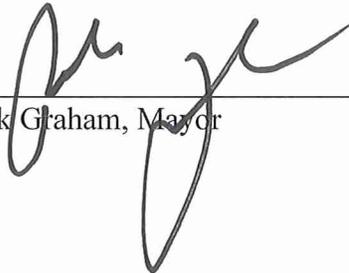
**TO APPROVE PURCHASE OF HARVEY EASEMENT FOR
WILLOWVALE SEWER PROJECT**

WHEREAS, the City of Spring Hill desires to construct the Willowvale Sewer Project; and

WHEREAS, staff has negotiated with Ms. Inez Harvey (property owner) to purchase a sewer easement for the project in the amount of \$38,100.00, per the appraisal report, plus one 8" sewer stubout at no additional cost; and

NOW THEREFORE, BE IT RESOLVED that the City of Spring Hill, Board of Mayor and Aldermen authorizes the easement purchase in the amount of \$38,100.00 plus one 8" sewer stubout at no additional cost.

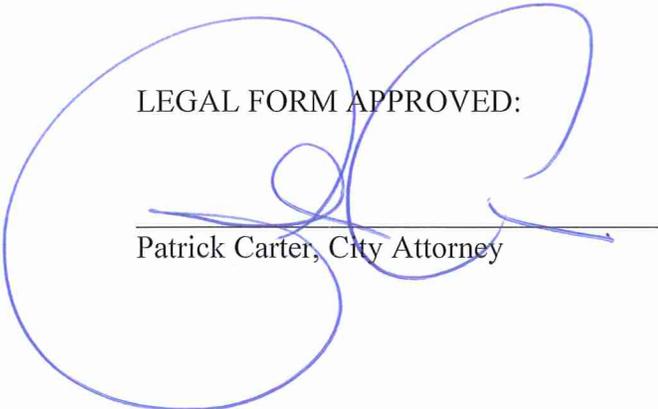
Passed and adopted this 17th day of August, 2015.



Rick Graham, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

This instrument prepared by Patrick M. Carter, Attorney, 809 South Main Street, Post Office Box 1431, Columbia, Tennessee 38402-1431.

P/O Map 167, Parcel 012.00

GRANT OF SEWER EASEMENT

For and in consideration of the sum of Thirty-eight Thousand One Hundred Dollars (\$38,100.00), cash in hand paid, and other good and valuable consideration, including, but not limited to, The City of Spring Hill shall providing one (1) eight inch (8") sewer stubout for the Grantor on property currently owned by her and contiguous to the proposed easement with location to be agreed upon by the parties, subject to the appropriate approval of any engineers or governmental official charged with the supervision of such, the receipt and sufficiency of which are hereby acknowledged, the undersigned, INEZ HARVEY, (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 to be located across a portion of the above-referenced parcel 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 a point on the eastern right-of-way of Miles Johnson Parkway, said point being North 04° 42' 26" East, 23.4 feet from then southeast corner of subject property; THENCE, North 04° 42' 26" East, 20.2 feet along the eastern right-of-way of Miles Johnson Parkway to a point; THENCE, leaving said eastern right-of-way, South 77° 55' 20" East, 13.7 feet to a point; THENCE, North 71° 18' 37" East, 219.8 feet to a point; THENCE, North 65° 40' 20" East, 273.3 feet to a point; THENCE, South 82° 49' 18" East, 355.5 feet to a point; THENCE, South 86° 36' 37" East, 189.4 feet to a point; THENCE, North 21° 14' 29" East, 207.3 feet to a point; THENCE, South 84° 44' 16" East, 12.4 feet to a point on the eastern property line of subject property; THENCE, South 00° 50' 17" West, 23.3 feet along the eastern property line to a point; THENCE, leaving the eastern property line South 21° 14' 29" West, 203.4 feet to a point; THENCE, North 86° 36' 37" West, 204.6 feet, to a point; THENCE, North 82° 49' 18" West, 324.9

feet, to a point on the southern property line of subject property; THENCE, North 76° 06' 02" West, 9.9 feet, along the southern property line of the subject property to a point; THENCE, South 79° 38' 05" West, 85.7 feet, along the southern property line to a point; THENCE, South 67° 58' 14" West, 114.0 feet along the southern property line to a point; THENCE, South 54° 12' 24" West, 71.2 feet along the southern property line to a point; THENCE, South 67° 21' 00" West, 78.0 feet along the southern property line to a point; THENCE, South 71° 18' 37" West, 163.8 feet to a point; THENCE, North 77° 55' 20" West, 16.5 feet to the point of beginning.

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

The above-described easements are more particularly shown by words, figures, signs, and symbols on the exhibit hereto attached and made a part hereof. 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 conveyed to Grantors herein by deed of record in Book 121, Page 264, Book 121, Page 428 and Book 240, Page 878, Register's Office of Williamson County, Tennessee.

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, her heirs, successors and assigns.

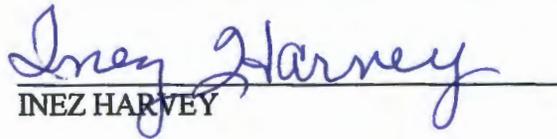
Said easement and rights associated therewith, shall run with the land and shall be perpetual.

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, have 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 herself, her heirs 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.


INEZ HARVEY

STATE OF TENNESSEE
COUNTY OF Maury

Personally appeared before me, the undersigned authority, a Notary Public in and for the above County and State, the within named INEZ HARVEY, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal at office in Spring Hill, Tennessee, this the 24 day of August, 2015.

Melissa Stahl
NOTARY PUBLIC

My Commission Expires: 01/24/17



OATH

Inez Harvey, 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 \$38,100.00.

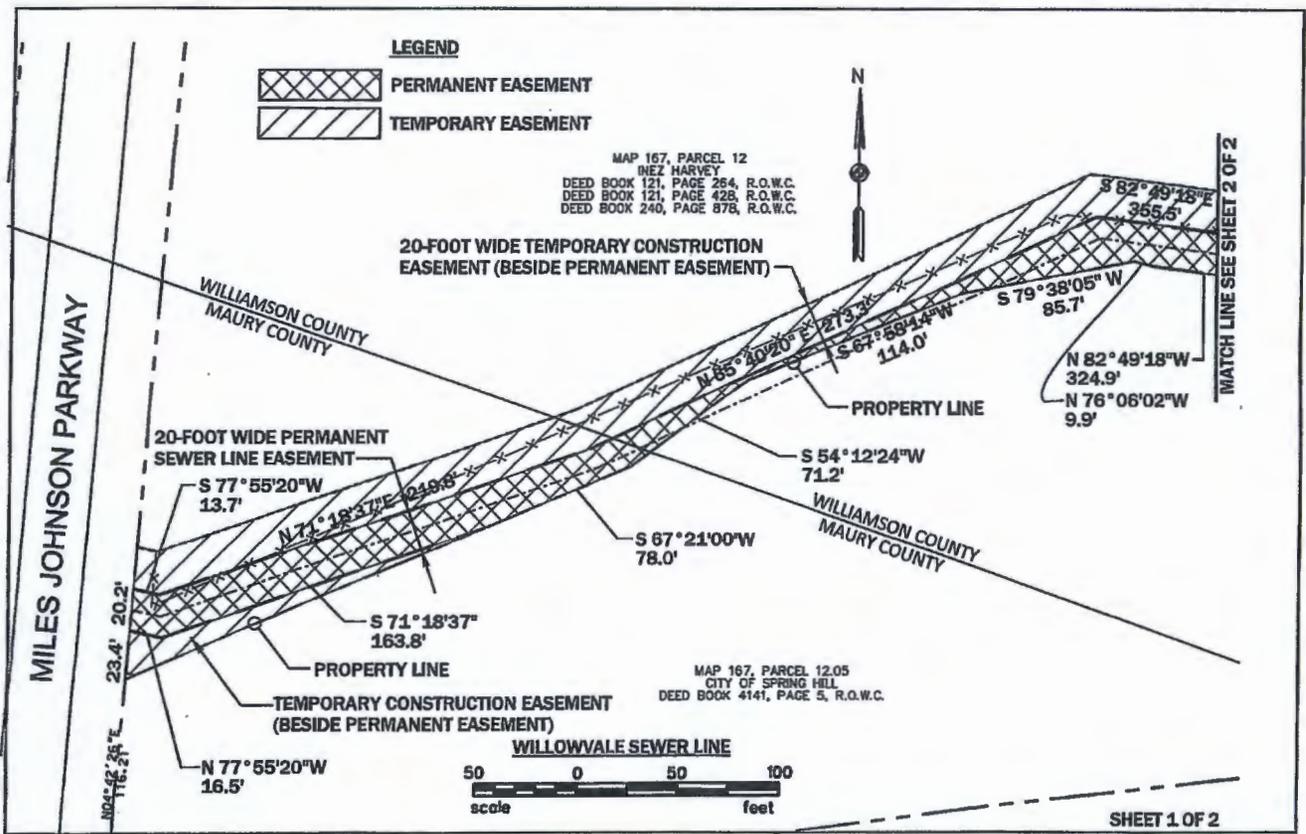
Inez Harvey

Sworn to and subscribed before me, this the 24 day of August, 2015.

Melissa Stahl
NOTARY PUBLIC

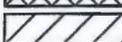
My Commission Expires: 01/24/17

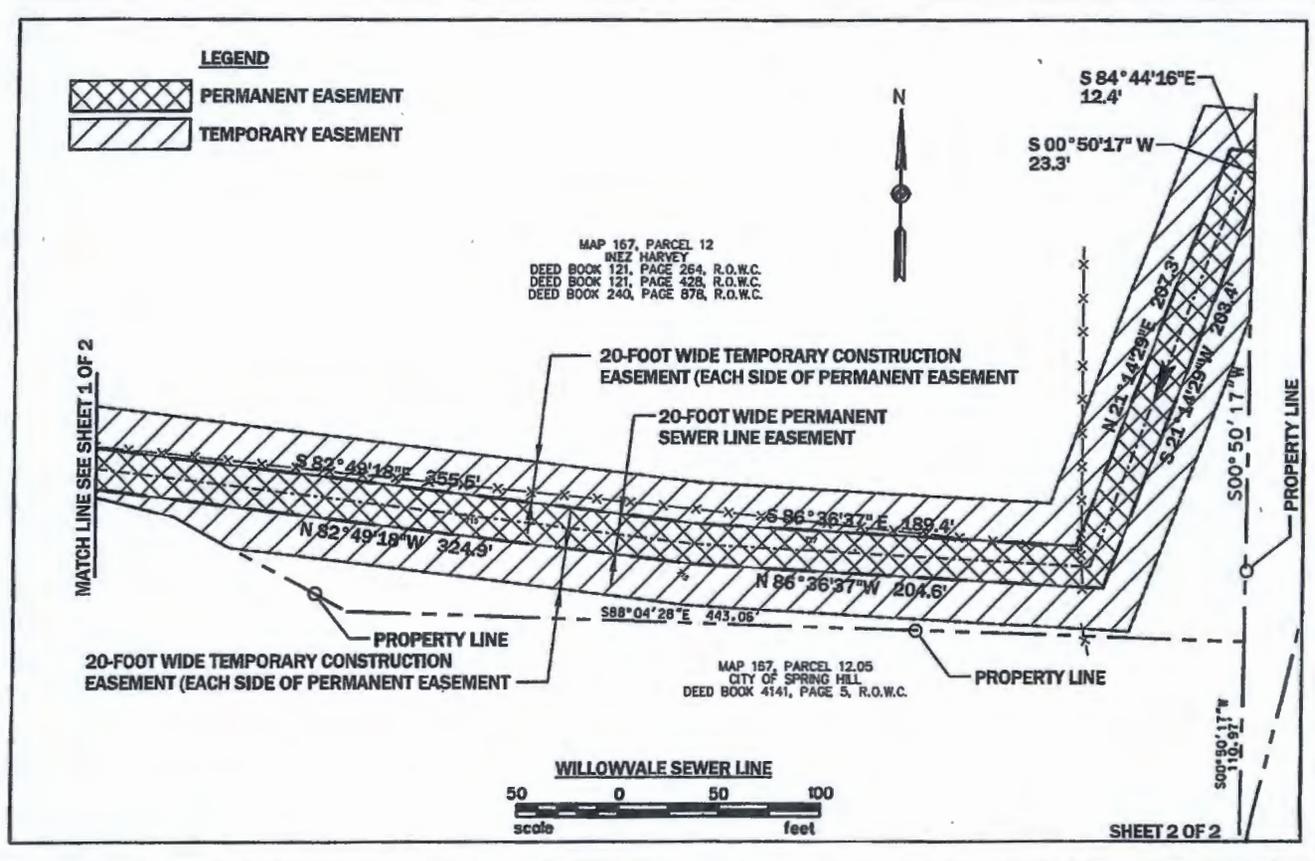




MAP 167, PARCEL 12
 INEZ HARVEY
 DEED BOOK 121, PAGE 254, R.O.W.C.
 DEED BOOK 121, PAGE 428, R.O.W.C.
 DEED BOOK 240, PAGE 878, R.O.W.C.

MAP 167, PARCEL 12.05
 CITY OF SPRING HILL
 DEED BOOK 4141, PAGE 5, R.O.W.C.

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT



BK: 6546 PG: 884-889
15036598



6 PGS:AL-EASEMENT	
398954	
08/26/2015 - 10:04 AM	
BATCH	398954
MORTGAGE TAX	0.00
TRANSFER TAX	140.97
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	173.97

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
 REGISTER OF DEEDS