



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kelly Flannery, Director
Metropolitan Department of Finance

Contract Number: 2-00838-00 Contractor: Lynn Ealey
Sourcing Method: No Compensation Easement
Start Date: Upon Execution End Date: No End Date
Address: 2925 Berry Hill Drive, 2nd floor, City: Nashville State: TN Zip: 37204
Supplier Number: NA Supplier Email: lynn@landsolutionsco.net

PURPOSE OF CONTRACT:

Provision of a sewer easement at Thurgood Marshall Middle School. Being an irregularly shaped easement lying on and across a portion of a tract of land conveyed to Metropolitan Nashville, Davidson County (M.N.D.C.), Tennessee as of record in Instrument No. 20040106-0002097 R.O.D.C., TN.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **12/14/2021**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): SBE MBE WBE SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? **No** If yes, amount of obligation:
If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$0.00

BUDGET INFORMATION:

Account number: No Compensation Fund number: n/a *kk* *RW*

MNPS Contact Person: David Proffitt
Phone Number:

Contract Agent: Stephen Pitman
Phone Number: (615) 259-8619

This Document Prepared By:
JTA Land Surveying, Inc.
2603 Elm Hill Pike – Suite K
Nashville, TN 37214

AGREEMENT FOR DEDICATION OF EASEMENT

FOR

SANITARY SEWERS AND/OR STORM DRAINAGE
WATER MAINS, PUMPS AND APPURTENANCES

For and in consideration of 0 dollars and for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, a permanent easement and/or right-of-way as follows:

Easement No. 2 Map No. 174 - Parcel No. (60.00)

Being a 20' wide MWS permanent easement lying on and across a portion of the Metropolitan Government of Nashville and Davidson County, Tennessee property (Thurgood Marshall Middle School) as of record in Instrument No. 20040106-0002097, Register's Office, Davidson County (R.O.D.C.), Tennessee and being more particularly described as follows:

Commencing at an Iron Rod (Old), in the Easterly Right-of-Way Line of Pettus Road (50' Public R/W), at the Southwesterly property corner of the aforesaid Metropolitan Government of Nashville and Davidson County, Tennessee property; Said Iron Rod (Old) also being the Northwesterly property corner of Lot No. 1 as shown on the Final Plat of David Knaggs Farm Subdivision as of record in Plat Book 5190, Page 574, said Register's Office; thence,

A. Leaving said Easterly Right-of-Way Line, with the common property line between the aforesaid the Metropolitan Government Of Nashville And Davidson County, Tennessee property and said Lot No. 1, David Knaggs Farm Subdivision, in part, South 84 degrees 24 minutes 22 seconds East a distance of 234.30 feet to the **True Point Of Beginning** of the herein described MWS permanent easement; thence,

1. Leaving said common property line, with a new line through and across the aforesaid Metropolitan Government Of Nashville And Davidson County, Tennessee property, North 24 degrees 38 minutes 53 seconds West a distance of 70.38 feet to a point; thence
2. North 54 degrees 03 minutes 39 seconds West, 157.15 feet to a point; thence,
3. North 04 degrees 47 minutes 16 seconds East, 122.09 feet to a point; thence,
4. North 00 degrees 54 minutes 35 seconds East, 13.29 feet to a point in the southerly property line of a tract of land conveyed to Connie Sturdivant as of record in Deed Book 11151, Page 361, Register's Office for Davidson County, Tennessee; thence,
5. With the common property line of Metropolitan Government of Nashville and Davidson County, Tennessee and Connie Sturdivant, South 82 degrees 56 minutes 54 seconds East, 20.12 feet to a point; thence,
6. Leaving said common property line, with a new line through and across the aforesaid Metropolitan Government of Nashville and Davidson County, Tennessee property, South 00 degrees 54 minutes 35 seconds West, 11.82 feet to a point; thence,
7. South 04 degrees 47 minutes 16 seconds West, 111.20 feet to a point; thence,
8. South 53 degrees 57 minutes 55 seconds East, 151.28 feet to a point; thence,
9. South 24 degrees 39 minutes 19 seconds East, 87.28 feet to a point in the common property line of the aforesaid Metropolitan Government of Nashville and Davidson County, Tennessee and Lot No. 1, David Knaggs Farm Subdivision; thence,
10. With said common property line, in part, North 84 degrees 24 minutes 22 seconds West, 23.16 feet to the **Point of Beginning** and containing 7,265 Square Feet or 0.1668 of an Acre more or less as calculated by the above bearings and distances.

Also conveyed herein is a 5-foot wide Temporary Construction Easement lying easterly and westerly along the above-described easement as shown on the Exhibit attached hereto and shall be abandoned upon completion of construction.

Being part of the property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, the deed for which is of record in Instrument No. 20040106-0002097 R.O.D.C., Tennessee.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of The Metropolitan Government of Nashville and Davidson County, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements and water mains, and/or appurtenances within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever. I/We do hereby covenant with said The Metropolitan Government of Nashville and Davidson County that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this covenant.

I/We do further covenant with said The Metropolitan Government of Nashville and Davidson County that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose desired after the construction of all of the aforesaid improvements provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that, upon completion of construction, it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible.

Upon execution of this document by property owner/owners, The Metropolitan Government, Department of Water and Sewerage Services, complies with requirements of Metropolitan Ordinance No. 093-815, requiring official notification of construction to be performed on the water and/or sewer easement in your property.

I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomever.

WITNESS my/our hand(s), this _____ day of _____, 20__.

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be _____

the within named bargainer(s), _____ and that _____, as such

_____ being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20__.

_____, Notary Public

My Commission Expires _____.

I, _____, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original documents executed and authenticated according to law on _____ (date).

This instrument has been reviewed and approved by the Metro Water, Property Services.

Signature

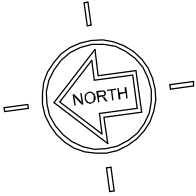
**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned, a notary for this County and State, _____, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____ Notary's Seal

Dwg.Name: San-Esmt 5832 - Parcel 60-Rev2.dwg



TENNESSEE STATE PLANE
COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100,
NAD 83 DATUM

Tax Map 174 - Parcel (60.00)
**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY, TENNESSEE**

Instrument No. 20040106-0002097
R.O.D.C., Tennessee

Thurgood Marshall Middle School
(Address: 5832 Pettus Road)

Point of Beginning
Easement
Description

Property Line

PROPOSED
SANITARY
SEWER LINE

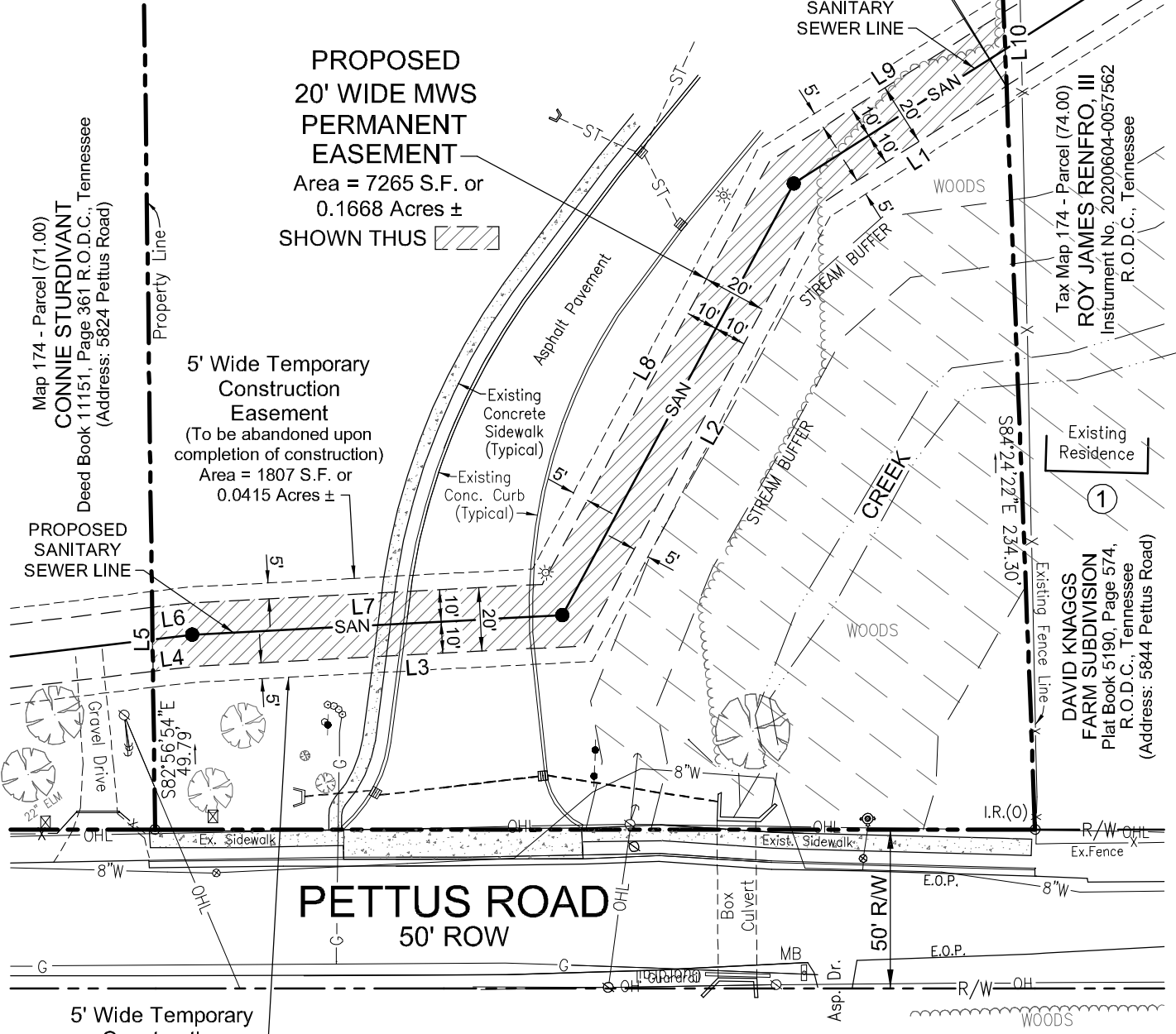
**PROPOSED
20' WIDE MWS
PERMANENT
EASEMENT**
Area = 7265 S.F. or
0.1668 Acres ±
SHOWN THUS

**5' Wide Temporary
Construction
Easement**
(To be abandoned upon
completion of construction)
Area = 1807 S.F. or
0.0415 Acres ±

Map 174 - Parcel (71.00)
CONNIE STURDIVANT
Deed Book 11151, Page 361 R.O.D.C., Tennessee
(Address: 5824 Pettus Road)

Tax Map 174 - Parcel (74.00)
ROY JAMES RENFRO, III
Instrument No. 20200604-0057562
R.O.D.C., Tennessee

Existing
Residence
DAVID KNAGGS
FARM SUBDIVISION
Plat Book 5190, Page 574,
R.O.D.C., Tennessee
(Address: 5844 Pettus Road)



**5' Wide Temporary
Construction
Easement**
(To be abandoned upon
completion of construction)
Area = 1815 S.F. or
0.0417 Acres ±

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°38'53"W	70.38'
L2	N54°03'39"W	157.15'
L3	N04°47'16"E	122.09'
L4	N00°54'35"E	13.29'
L5	S82°56'54"E	20.12'

LINE TABLE CONTINUED		
LINE	BEARING	LENGTH
L6	S00°54'35"W	11.82'
L7	S04°47'16"W	111.20'
L8	S53°57'55"E	151.28'
L9	S24°39'19"E	87.28'
L10	N84°24'22"W	23.16'

- REVISIONS:**
- ① Change Easement name per review By: MWS By:TMF 1-10-2022
 - ② Change Easement Title Block per review By: MWS By:TMF 1-12-2022

MAP SHOWING
DEDICATION OF EASEMENT
TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
ADDRESS: 5832 PETTUS ROAD

PROJECT NO. 21SL0164	EASEMENT NO. 2	CEDARS OF CANE RIDGE OFFSITE SEWER SYSTEM
SCALE: 1" = 50'	PARCEL NO. 17400006000	DATE: JAN. 12, 2022
BY: JTA LAND SURVEYING, INC.		

This Document Prepared By:
JTA Land Surveying, Inc.
2603 Elm Hill Pike – Suite K
Nashville, TN 37214

AGREEMENT FOR DEDICATION OF EASEMENT

FOR

SANITARY SEWERS AND/OR STORM DRAINAGE
WATER MAINS, PUMPS AND APPURTENANCES

For and in consideration of 0 dollars and for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, a permanent easement and/or right-of-way as follows:

Easement No. 6 Map No. 174 - Parcel No. (60.00)

Being an irregularly shaped MWS permanent easement lying on and across a portion of land conveyed to the Metropolitan Government of Nashville and Davidson County (M.N.D.C.), Tennessee as of record in Instrument No. 20040106-0002097 Registers Office, Davidson County (R.O.D.C.), Tennessee and being more particularly described as follows:

Beginning at an Iron Rod (Old), in the Easterly Right-of-Way Line of Pettus Road (50' Public R/W), at the Northwesterly property corner of Lot No. 1 as shown on the Final Plat of David Knaggs Farm Subdivision as of record in Plat Book 5190, Page 574 R.O.D.C., TN. Said Iron Rod (Old) also being the Southwesterly property corner of the aforesaid M.N.D.C., TN tract; thence,

1. With the Easterly Right-of-Way Line of Pettus Road, North 07 degrees 47 minutes 56 seconds East a distance of 33.23 feet to a point; thence,
2. Leaving said Right-of-Way line, with a new line through and across the aforesaid M.N.D.C., TN tract, South 82 degrees 12 minutes 04 seconds East a distance of 27.73 feet to a point; thence,
3. South 07 degrees 47 minutes 56 seconds West a distance of 28.35 feet to a point; thence,
4. South 33 degrees 57 minutes 01 seconds West a distance of 4.33 feet to a point in the common property line between the aforesaid Lot No. 1 and the M.N.D.C., TN tract; thence,
5. With said common line, North 84 degrees 24 minutes 22 seconds West a distance of 25.84 feet to the Point of Beginning and containing 903 Square Feet or 0.0207 of an Acre more or less as calculated by the above bearings and distances.

Being part of the property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, the deed for which is of record in Instrument No. 20040106-0002097 R.O.D.C., Tennessee.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of The Metropolitan Government of Nashville and Davidson County, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements and water mains, and/or appurtenances within the limits of the aforesaid easement or right-of-way.

To have and to hold said easement or right-of-way to The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever. I/We do hereby covenant with said The Metropolitan Government of Nashville and Davidson County that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this covenant.

I/We do further covenant with said The Metropolitan Government of Nashville and Davidson County that said portion or parcel of land as aforesaid is to remain the property of the undersigned and may be used for any lawful purpose desired after the construction of all of the aforesaid improvements provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that, upon completion of construction, it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible.

Upon execution of this document by property owner/owners, The Metropolitan Government, Department of Water and Sewerage Services, complies with requirements of Metropolitan Ordinance No. 093-815, requiring official notification of construction to be performed on the water and/or sewer easement in your property.

I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomever.

WITNESS my/our hand(s), this _____ day of _____, 20__.

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Before me, _____, a Notary Public of the State and County aforesaid,
personally appeared _____

with whom I am personally acquainted, and who, upon oath, acknowledged _____ to
be _____

the within named bargainer(s), _____ and that _____, as such

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20__.

_____, Notary Public

My Commission Expires _____.

FOR GOVERNMENT USE ONLY

I, _____, do hereby make oath that I am a licensed attorney and/or the
custodian of the original version of the electronic document tendered for registration herewith and that
this is a true and correct copy of the original documents executed and authenticated according to law
on _____ (date).

This instrument has been reviewed and approved by the Metro Water, Property Services.

Signature

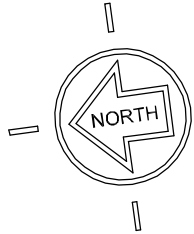
**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Personally appeared before me, the undersigned, a notary for this County and State,
_____, who acknowledges that this certification of an electronic
document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____ Notary's Seal

Dwg.Name: 2021-012 PUDE Exhibit - Parcel (60.00)-Rev2.dwg



TENNESSEE STATE PLANE
COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100,
NAD 83 DATUM

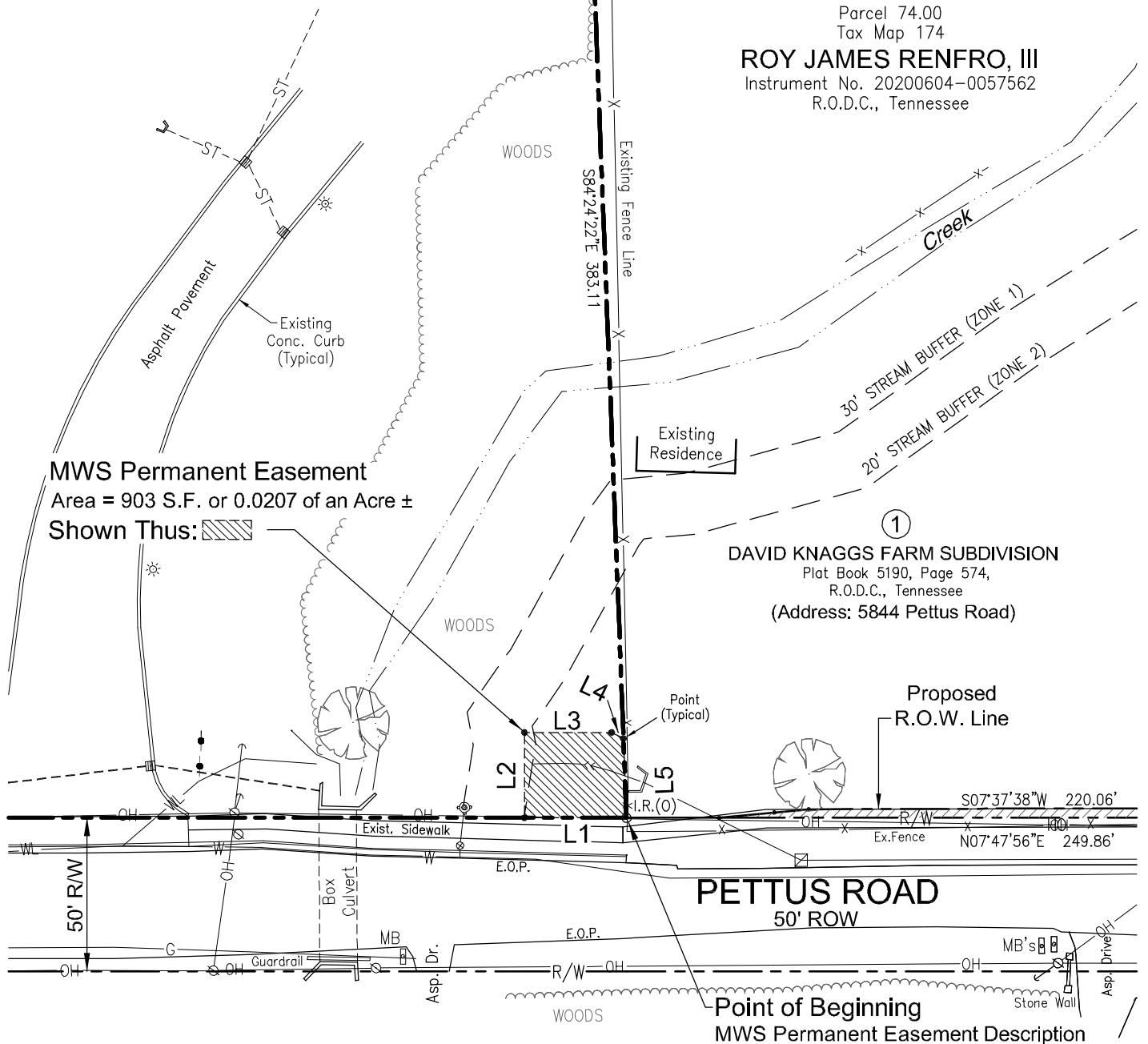
REVISIONS:

- ① Change Easement name
per review By: MWS
By:TMF 1-5-2022
- ② Change Easement Title
Block per review By: MWS
By:TMF 1-12-2022

Tax Map 174 - Parcel 60.00
**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY, TENNESSEE**
Instrument No. 20040106-0002097 R.O.D.C., Tennessee
Thurgood Marshall Middle School
(Address: 5832 Pettus Road)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°47'56"E	33.23'
L2	S82°12'04"E	27.73'
L3	S07°47'56"W	28.35'
L4	S33°57'01"W	4.33'
L5	N84°24'22"W	25.84'

Parcel 74.00
Tax Map 174
ROY JAMES RENFRO, III
Instrument No. 20200604-0057562
R.O.D.C., Tennessee



MWS Permanent Easement
Area = 903 S.F. or 0.0207 of an Acre ±
Shown Thus:

①
DAVID KNAGGS FARM SUBDIVISION
Plat Book 5190, Page 574,
R.O.D.C., Tennessee
(Address: 5844 Pettus Road)

PETTUS ROAD
50' ROW

Point of Beginning
MWS Permanent Easement Description

**MAP SHOWING
DEDICATION OF EASEMENT
TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
ADDRESS: 5832 PETTUS ROAD**

PROJECT NO. <u>21SL0164</u>	EASEMENT NO. <u>6</u>	CEDARS OF CANE RIDGE OFFSITE SEWER SYSTEM
SCALE: <u>1" = 50'</u>	PARCEL NO. <u>17400006000</u>	DATE: <u>JAN. 12, 2022</u>
		BY: <u>JTA LAND SURVEYING, INC.</u>

Contract Number: 2-00838-00

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Christiane Buggs

MBPE Board Chair

RECOMMENDED:

Jeff Gossage

Director of Procurement

[Signature]

Department Head

Maura Black Sullivan

Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: No Compensation

[Initials]

[Signature]

Chief Financial Officer

Kelly Flannery/mjw

Metropolitan Director of Finance

[Initials]

APPROVED AS TO INSURANCE:

NA

Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsh

Metropolitan Attorney

CONTRACTOR:

Land Solutions Company

Firm/Organization

Lynn Ealey

Signature

Lynn Ealey

Name

C.O.O.

Title

2/10/2022 | 9:03 AM CST

Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Metropolitan Clerk

Date Filed