



HISTORIC
FRANKLIN
TENNESSEE

Standard Land Acquisition Agreement

Updated 9/8/2014

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney

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**City of Franklin Warranty Deed
Property Owner**

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

OWNER:
TAX MAP:
PARCEL:
PROJECT:
TRACT:

WARRANTY DEED
COF Contract 20_____

That for and in consideration of the sum of

(\$_____), cash in hand, paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, which consideration represents full and adequate compensation for the property being conveyed herein, the Grantor, _____ has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Grantee, **THE CITY OF FRANKLIN, TENNESSEE**, its successors and assigns, forever, the hereinafter described property. The property sold, conveyed, transferred and delivered to the Grantee by the Grantor is more particularly described in attached **Exhibit 1**, Boundary Description and **Exhibit 2**, Map.

TO HAVE AND TO HOLD, said property unto the Grantee, its successors and assigns, forever in fee simple.

The Grantor hereby covenants (1) that it has not made, done, executed or suffered any act or thing whereby the property herein conveyed or any part thereof now is or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, except as herein set forth; (2) that the Grantor has good and lawful title and right to convey the property herein conveyed; (3) that the Grantor will forever warrant and defend the title to the property herein conveyed against the lawful claims of all persons whomsoever. Whenever used, the singular number shall be deemed to include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRANTORS:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainors, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey
City Administrator

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

**City of Franklin Warranty Deed
Agent**

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

OWNER:
TAX MAP:
PARCEL:
PROJECT:
TRACT:

WARRANTY DEED
COF CONTRACT 20_____

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(\$_____), cash in hand, paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, which consideration represents full and adequate compensation for the property being conveyed herein, the Grantor, _____ has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the Grantee, **THE CITY OF FRANKLIN, TENNESSEE**, its successors and assigns, forever, the hereinafter described property. The property sold, conveyed, transferred and delivered to the Grantee by the Grantor is more particularly described in attached **Exhibit 1**, Boundary Description and **Exhibit 2**, Map.

TO HAVE AND TO HOLD, said property unto the Grantee, its successors and assigns, forever in fee simple.

The Grantor hereby covenants (1) that it has not made, done, executed or suffered any act or thing whereby the property herein conveyed or any part thereof now is or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, except as herein set forth; (2) that the Grantor has good and lawful title and right to convey the property herein conveyed; (3) that the Grantor will forever warrant and defend the title to the property herein conveyed against the lawful claims of all persons whomsoever. Whenever used, the singular number shall be deemed to include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRANTORS:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey
City Administrator

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

**Standard Easement Property
Owner**

OWNER 1:
OWNER 2:
TAX MAP:
PARCEL:
TRACT:

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

AGREEMENT FOR DEDICATION OF EASEMENT

COF Contract

For and in consideration of _____ Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, _____ does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs and symbols on attached **Exhibit A**, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect infrastructure and improvements within the limits of the aforescribed permanent

To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, 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 or purposes desired after the construction of all the aforescribed improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Franklin, Tennessee hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the aforesaid improvements. 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 against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement, then this conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon completion of the construction all Temporary Slope and Temporary Construction Easements shall be abandoned.

I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

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

(Signature)

(Printed Name)

(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainor, and that they executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC
My Commission Expires: _____

CITY OF FRANKLIN:

ERIC S. STUCKEY
CITY ADMINISTRATOR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

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

NOTARY PUBLIC
My Commission Expires: _____

**Standard Easement
Agent**

OWNER 1:
OWNER 2:
TAX MAP:
PARCEL:
TRACT:

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

AGREEMENT FOR DEDICATION OF EASEMENT

COF Contract

For and in consideration of _____ Dollars, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, _____ does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect infrastructure and improvements within the limits of the aforescribed permanent

To have and to hold said easement to the City of Franklin, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, 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 or purposes desired after the construction of all the aforescribed improvements, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Franklin, Tennessee hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the aforesaid improvements. 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 against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement, then this conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon completion of the construction all Temporary Slope and Temporary Construction Easements shall be abandoned.

I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

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

(Signature)

(Printed Name)

(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF FRANKLIN:

ERIC S. STUCKEY
CITY ADMINISTRATOR

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

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

NOTARY PUBLIC
My Commission Expires: _____

**City of Franklin Right of Entry
Property Owner**

**CITY OF FRANKLIN, TENNESSEE
RIGHT OF ENTRY
COF CONTRACT 20 _____**

This agreement, entered into this _____ day of _____, 20____ by and between the **CITY OF FRANKLIN, TENNESSEE**, hereinafter called the "City", and, _____, hereinafter called the "owner", whether one or more.

The *Owner* hereby grants unto the *City* the right to enter upon the following described property located in Franklin, Williamson County, Tennessee;

Property Owner:
Property Address:
Tax Map:
Parcel:

said right to entry the property for the purpose of construction related to the _____

1. The *Owner* agrees to permit the *City and its Contractor(s)* to go upon the described premises as necessary in order to complete the proposed project improvements.
2. The right of entry herein granted shall be in force and effect from and after the beginning of construction on the project until the completion of the project and all facilities have been accepted by the *City*.
3. It is further understood that no claim for damages for wrongful entry or for trespass shall be made by the *Owner* against the *City or its Contractor(s)*
4. Any damages caused to the property will be the responsibility of the *Cities Contractor(s)* to repair, repairs shall be made in a manner that is as near to original condition as reasonably possible.

WITNESS my hand this _____ day of _____, 20_____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainers, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

**City of Franklin Right of Entry
Agent**

CITY OF FRANKLIN, TENNESSEE
RIGHT OF ENTRY
COF CONTRACT 20 _____

This agreement, entered into this _____ day of _____, 20____ by and between the **CITY OF FRANKLIN, TENNESSEE**, hereinafter called the "City", and, _____, hereinafter called the "owner", whether one or more.

The *Owner* hereby grants unto the *City* the right to enter upon the following described property located in Franklin, Williamson County, Tennessee;

Property Owner:
Property Address:
Tax Map:
Parcel:

said right to entry the property for the purpose of construction related to the _____

1. The *Owner* agrees to permit the *City and its Contractor(s)* to go upon the described premises as necessary in order to complete the proposed project improvements.
2. The right of entry herein granted shall be in force and effect from and after the beginning of construction on the project until the completion of the project and all facilities have been accepted by the *City*.
3. It is further understood that no claim for damages for wrongful entry or for trespass shall be made by the *Owner* against the *City or its Contractor(s)*
4. Any damages caused to the property will be the responsibility of the *Cities Contractor(s)* to repair, repairs shall be made in a manner that is as near to original condition as reasonably possible.

WITNESS my hand this _____ day of _____, 20_____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further _____ acknowledged that he or she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

TDOT Right of Entry
(THIS FORM SHOULD ONLY BE USED WITH
DOCUMENTED TDOT APPROVAL)

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
RIGHT OF ENTRY
COF CONTRACT 20_____
DATE _____

FEDERAL PROJ. _____ **COUNTY** WILILAMSON
STATE PROJ. _____ **TRACT** _____

I hereby authorize the Tennessee Department of Transportation, its agents, employees or contractors to go upon the above referenced property for the purpose of proceeding with the Construction of the improvement pending final settlement for the purchase of the property.

It is expressly agreed and understood that this permissive occupancy shall not constitute a waiver of any of the legal rights afforded under the laws of Eminent Domain of the State of Tennessee, including the right to payment of just compensation.

Signature

Signature

Signature

City of Franklin / TDOT Agreement of Sale

AGREEMENT OF SALE

FEDERAL PROJECT NO.
STATE PROJECT NO.:
STATE PIN:
PROJECT NAME:

COUNTY: Williamson
Tract:
COF Contract Number:

This agreement entered into on this the _____ day of _____ 20____
Between _____ hereinafter called
Seller and the City of Franklin hereinafter called City shall continue for a period of 90 days under
the terms and conditions listed below. This Agreement embodies all considerations agreed to
between the Seller and the City.

- A. The Seller hereby offers and agrees to convey to the City all interest in the lands identified as shown on Exhibit A, attached, upon the City rendering the purchase price of _____
said tract being further described on Exhibit A, attached:
- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements [] Not Applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.
- D. Utility Adjustment [] Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes _____
to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property:

**TDOT Warranty Deed
Property Owner**

WARRANTY DEED
COF CONTRACT 20_____

FEDERAL AID PROJECT NO.
STATE PROJECT NO.
COUNTY
TRACT
MAP/GROUP/PARCEL

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

("Grantor(s)") have bargained and sold, and by these presents do transfer and convey unto the STATE OF TENNESSEE ("Grantee") the land and/or land rights, more particularly described in **EXHIBIT A**

REFERENCE: The legal descriptions of the property conveyed herein was taken from the right-of-way plans for the above referenced Highway Project on file with the _____, and it was prepared by an employee or agent of said _____. If and when metric data is contained in the said legal descriptions then that metric data is to be relied upon, as the English conversions are provided for information and convenience only.

This conveyance is made in consideration of _____ dollars (\$_____) cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or appearing on the Department of Transportation plans of the captioned project and tract. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same is unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRANTORS:

BY: _____

TITLE: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledge that themselves to be the within named bargainers, and that they executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

**TDOT Warranty Deed
Agent**

WARRANTY DEED
COF CONTRACT 20 _____

FEDERAL AID PROJECT NO.
STATE PROJECT NO.
COUNTY
TRACT
MAP/GROUP/PARCEL

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

("Grantor(s)") have bargained and sold, and by these presents do transfer and convey unto the STATE OF TENNESSEE ("Grantee") the land and/or land rights, more particularly described in **EXHIBIT A**

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

GRANTORS:

BY: _____
TITLE: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

NOTARY PUBLIC
My Commission Expires: _____