

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING PAYMENT TO SOUTHEAST US RETAIL FUND, LP FOR A SANITARY SEWER EASEMENT RELATIVE TO CONTRACT NO. W-10-011, EAST BRAINERD ROAD SANITARY SEWER RELOCATION PROJECT, TRACT NO. 10, PROPERTY LOCATED AT 8644 EAST BRAINERD ROAD, TAX MAP NO. 171B-C-014, FOR AN AMOUNT NOT TO EXCEED SIXTY-THREE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS (\$63,836.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing payment to Southeast US Retail Fund, LP for a sanitary sewer easement relative to Contract No. W-10-011, East Brainerd Road Sanitary Sewer Relocation Project, Tract No. 10, property located at 8644 East Brainerd Road, Tax Map No. 171B-C-014, for an amount not to exceed \$63,836.00.

This project is in conjunction with the Tennessee Department of Transportation Widening of SR-320, East Brainerd Road, PIN #101431.00.

ADOPTED: \_\_\_\_\_, 2013

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: August 2, 2013

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_ Council District #

4

Council approval is requested to authorize payment to Southeast US Retail Fund LP, for a Sanitary Sewer Easement, relative to Contract No. W-10-011, East Brainerd Road Sanitary Sewer Relocation Project, Tract No. 10, property located at 8644 East Brainerd Road, Chattanooga, TN, Tax ID No. 171B-C-014, in the amount not to exceed \$63,836.00. Project is in conjunction with Tennessee Department of Transportation Widening of SR-320, East Brainerd Road, PIN #101431.00.

Name of Vendor/Contractor/Grant, etc.	<u>Southeast US Retail Fund LP</u>	New Contract/Project? (Yes or No)	<u>No</u>
Total project cost \$	<u>63,836.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>63,836.00</u>	Provide Fund	<u>6011</u>
City Amount Funded \$	<u>63,836.00</u>	Provide Cost Center	<u>K40152</u>
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____

### List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Funded by ISS Funds \_\_\_\_\_

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

GRANTEE: City of Chattanooga  
Department of Public Works  
Development Resource Center  
1250 Market Street, 2<sup>nd</sup> Floor  
Chattanooga, Tennessee 37402

State Tax Map No. 171B  
Group C  
Tax Parcel No. 014  
Project Parcel No. 10  
(Revised June 2013)

MAIL TAX NOTICE TO: Southeast US Retail Fund LP  
% First Management Services  
1205 Division Street  
Nashville, Tennessee 37203  
Tax Map No. 171B, Group C, Parcel No. 014

FOR AND IN CONSIDERATION of the sum of Sixty-Three Thousand Eight Hundred Thirty-Six Dollars (\$63,836.00) to be paid upon council approval, the receipt and sufficiency of which are hereby acknowledged, SOUTHEAST US RETAIL FUND LP, hereby referred to as GRANTOR, does hereby sell, bargain, transfer, and convey unto the CITY OF CHATTANOOGA, a municipal corporation, a permanent easement and temporary construction easement through, over, and under the hereinafter described portion of GRANTOR's property located in the 1<sup>st</sup> Civil District of Hamilton County, Tennessee, to wit:

SITUATED at 8644 East Brainerd Road in the East Brainerd area of the City of Chattanooga in Hamilton County, Tennessee, and being approximately 200 feet south of East Brainerd Road on SW 0.25, SEC 18, TWP 1 R-2, and as described in the Deed of Record in Deed Book 4983, Page 993, in the Registrar's Office of Hamilton County, Tennessee, said easement being more particularly described as follows, to wit:

PERMANENT EASEMENT

East Brainerd Road Sewer Relocation  
City of Chattanooga Contract No. W-10-011

Being an easement for the construction, installation, and maintenance of the above-mentioned East Brainerd Road Sewer Relocation (gravity sewer), said easement being 20 feet in width and extending the full length of the lot from Hurricane Creek Road to Morris Lane, generally parallel with East Brainerd Road, and being approximately 295 feet, more or less, from the front of the building currently occupied by Publix Supermarket.

Said permanent easement being 365 feet, more or less, in total length and containing 7,304 square feet, more or less.

As shown on Drawing No. C11020-SE-3.1, dated February 28, 2012 and revised June 2013, a copy of which is made a part hereof by attachment hereto.

TEMPORARY CONSTRUCTION EASEMENT

East Brainerd Road Sewer Relocation  
City of Chattanooga Contract No. W-10-011

Being a temporary easement for the construction and installation of the above-mentioned East Brainerd Road Sewer Relocation, said easement being limited to an area 15 feet in width on each side of and running adjacent to and parallel with the above-described permanent easement a distance of 365 feet, more or less.

Said temporary construction easement containing 10,950 square feet, more or less, shall cease to be in effect 30 days after the City of Chattanooga accepts the sewer for use.

As shown on Drawing No. C11020-SE-3.1 dated February 28, 2012 and revised June 2013, a copy of which is made a part hereof by attachment hereto.

This instrument prepared for:  
City of Chattanooga  
Department of Public Works  
Development Resource Center  
1250 Market Street, 2<sup>nd</sup> Floor  
Chattanooga, Tennessee 37402

ADDITIONAL TERMS.

This is not a conveyance of the fee in said property, but only the rights, privileges, and easements herein set forth. This conveyance covers the underground gravity sewer as actually installed even though it may be at a reasonable variance with the above-mentioned drawings attached hereto. GRANTOR shall have the right to use the easement areas, including, without limitation, for pedestrian and vehicular ingress and egress and as improved parking areas, driveways, and landscaping.

Said City of Chattanooga agrees to see that the surface of the land, including any existing improvements thereon, is restored to as near the same condition as possible as it was before the construction, installation, or maintenance.

Said easement is conveyed for the purpose of permitting the City of Chattanooga to construct and/or maintain the aforementioned East Brainerd Road Sewer Relocation (gravity sewer) and appurtenances, and the hereinbefore recited considerations include any other incidental damages of any kind or nature that may now or hereafter result to said property as a result of the City of Chattanooga's constructing and/or maintaining the above-mentioned sewer and appurtenances on said easement.

GRANTOR agrees to the purpose of said easement and shall provide the City of Chattanooga unobstructed access to said easement in order for the City of Chattanooga to carry out said purpose.

Except for emergencies, the City of Chattanooga agrees to provide notice to GRANTOR prior to commencing any construction, installation, or maintenance work in or about the easement areas. The City of Chattanooga shall perform any construction, installation, and maintenance work in the easement areas in such a manner so as not to unreasonably interfere with the use, occupancy, or enjoyment of the GRANTOR'S property by the owner or occupants thereof, including, without limitation, not allowing ingress and egress to GRANTOR'S property to be blocked, obstructed or otherwise adversely affected during the time period each day from one hour prior to any store on GRANTOR'S property, opening for business to one hour after any store on GRANTOR'S property has closed for business, and not allowing any more than two drive aisles on GRANTOR'S property to be blocked or obstructed at the same time during the course of any such work.

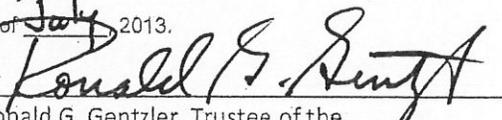
It is understood that the above-mentioned 20-foot easement will cross a vacant part of said property and that no buildings will be affected.

It is further understood that the GRANTOR shall be allowed to relocate a section or sections of the sewer from the alignment described hereinbefore should GRANTOR decide to install site improvements (structures and/or other facilities) along said alignment. Such relocation(s) shall be made solely at GRANTOR'S expense, shall not diminish the carrying capacity of the gravity sewer, shall be installed with only short-term flow interruptions approved in advance by the City of Chattanooga, shall be constructed in complete compliance with the applicable facility construction standards of the City of Chattanooga, and shall be installed only after a revised easement document satisfactory to both parties shall be recorded for the new alignment.

It is understood that even though we, the grantors of this easement, will not be relocated, we have rights under the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL-91-646). We have been advised of these rights of appraisal and negotiation and waive any rights that we have under said act.

TO HAVE AND TO HOLD the above-described easement for sewer purposes unto the City of Chattanooga, its successors and assigns.

IN WITNESS, I have hereunto set my hand this 29<sup>th</sup> day of July, 2013.

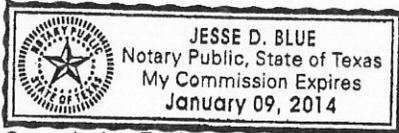
  
\_\_\_\_\_  
Ronald G. Gentzler, Trustee of the  
AFP Tennessee Trust, authorized general partner  
of Southeast U.S. Retail Fund, LP

This instrument prepared for:  
City of Chattanooga  
Department of Public Works  
Development Resource Center  
1250 Market Street, 2<sup>nd</sup> Floor  
Chattanooga, Tennessee 37402

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

On this the 29<sup>th</sup> day of July, 2013, before me personally appeared Ron Gentzler, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged that he is authorized by GRANTOR to execute the same and did so as his free act and deed.

WITNESS my hand and Notarial Seal.

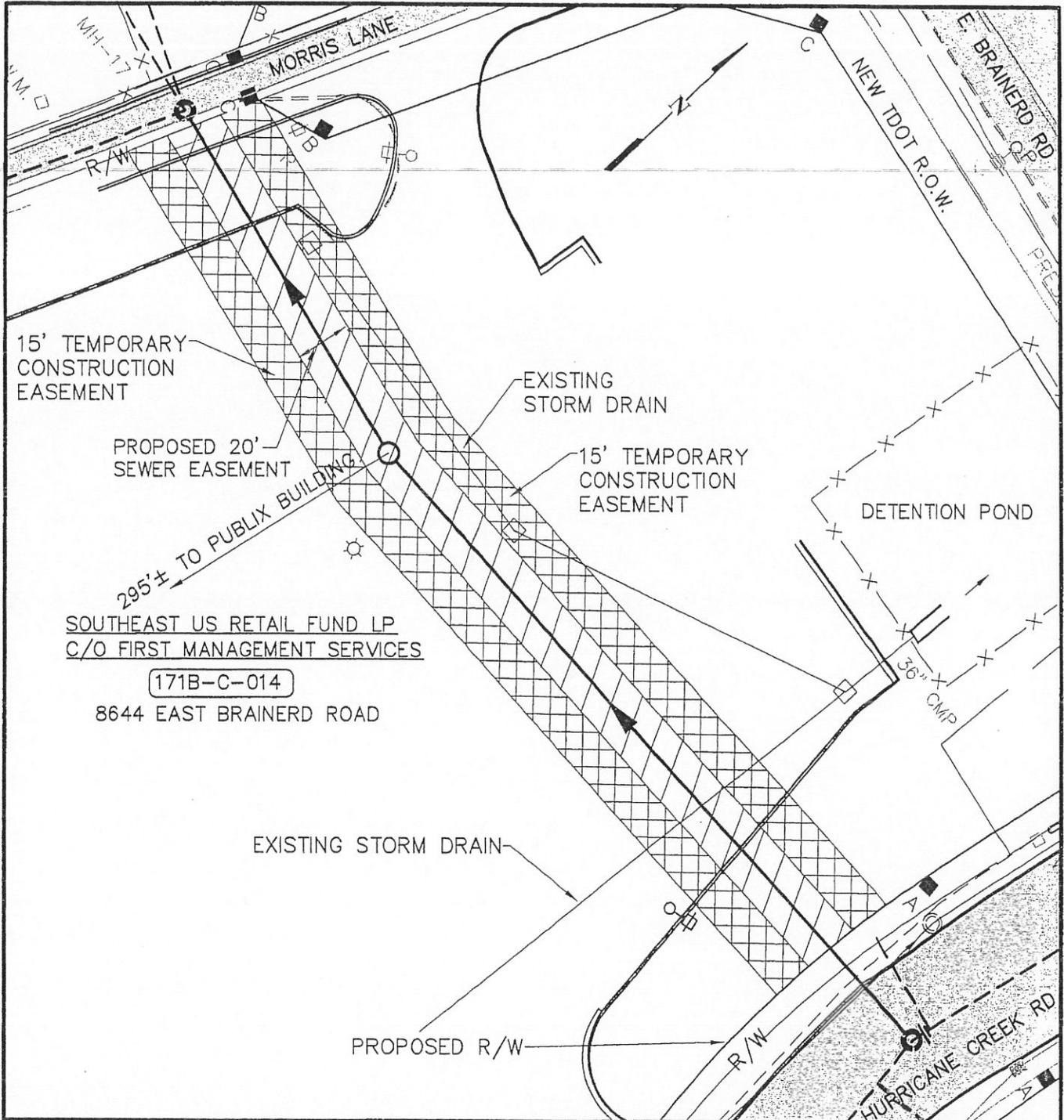


My Commission Expires \_\_\_\_\_

Jesse D. Blue  
NOTARY PUBLIC

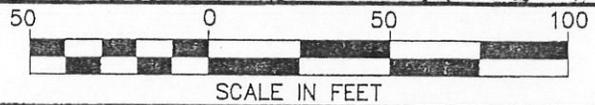
SEAL

CTI PROJECT: C11020 Chattanooga East Brainerd Rd Sewer,  
 DRAWING: EASEMENTS (313743v8), LAYOUT: PUBLIX



Drawing of a portion of the Property of  
 Southeast US Retail Fund, LP  
 C/O First Management Services  
 Showing Proposed Easement

City of Chattanooga, Tennessee  
 1250 Market Street, 2nd Floor  
 Chattanooga, Tennessee 37402



Total Area (Sq. Ft.)

PERMANENT SEWER EASEMENT 7,304±  
 TEMPORARY CONSTRUCTION EASEMENT 10,962±

TAX MAP: 171B	SCALE: 1" = 50'	REVISIONS
TOPO:	PROPERTY INFORMATION	DATE:
DEED BOOK: 4983 PAGE: 993	HAMILTON COUNTY TAX MAPS	REV.
BLOCK: C PARCEL: 014		DATE: APRIL, 2012
 CTI ENGINEERS, INC. ENGINEERS IN WATER AND EARTH SCIENCES CHATTANOOGA, TENNESSEE	PROJECT TRACT NO. 10	DRAWING NO. C11020-SE-3