

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

A RESOLUTION AUTHORIZING PAYMENT TO MOUNT VERNON PROPERTIES, LLC FOR A RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RELATIVE TO CONTRACT NO. S-09-008-506, NORTH ST. ELMO DRAINAGE IMPROVEMENT PROJECT, FOR TRACT NO. 6, PROPERTY LOCATED AT TAX MAP NO. 155J-E-003, FOR AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND FIVE HUNDRED THREE AND 10/100 DOLLARS (\$81,503.10), OR TO AUTHORIZE THE OFFICE OF THE CITY ATTORNEY TO BEGIN EMINENT DOMAIN PROCEEDINGS.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing payment to Mount Vernon Properties, LLC for a right-of-way easement and temporary construction easement relative to Contract No. S-09-008-506, North St. Elmo Drainage Improvement Project, for Tract No. 6, property located at Tax Map No. 155J-E-003, for an amount not to exceed \$81,503.10, or to authorize the Office of the City Attorney to begin eminent domain proceedings.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: September 9, 2015

Preparer: Dennis Malone

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. # \_\_\_\_\_ Council District # 7

Council approval is requested to authorize either payment to Mount Vernon Properties, LLC, for a Right-Of-Way Easement and Temporary Construction Easements, relative to Contract S-09-008-506, North St. Elmo Drainage Improvement Project, for Tract No. 6, property located at Tax Map No. 155J-E-003, in the amount not to exceed \$81,503.10, or to authorize the Office of the City Attorney to begin eminent domain proceedings.

Name of Vendor/Contractor/Grant, etc.	<b>Mount Vernon Properties, LLC</b>	New Contract/Project? (Yes or No)	Yes
Total project cost	\$ 81,503.10	Funds Budgeted? (YES or NO)	Yes
Total City of Chattanooga Portion	\$ 81,503.10	Provide Fund	<b>6031</b>
City Amount Funded	\$ 81,503.10	Provide Cost Center	<b>K80116</b>
New City Funding Required	\$ _____	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
_____	_____
_____	_____
_____	_____

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

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

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

Funded in Water Quality FY15 Capital Budget

Approved by: *[Signature]*

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

Revised: 1/26/09

MAIL TAX BILL TO:  
Mount Vernon Properties  
3545 Broad St.  
Chattanooga, TN 37409  
(Map 155J "E" Parcel 003)  
**Tract No. 6**

THIS INSTRUMENT PREPARED BY:  
City of Chattanooga  
Engineering Division  
1250 Market Street, Suite 2100  
Chattanooga, Tennessee 37402  
(TAX EXEMPT GOVERNMENTAL AGENCY)

**QUIT CLAIM DEED OF RIGHT OF WAY AND TEMPORARY  
CONSTRUCTION EASEMENT**

IN CONSIDERATION OF ONE DOLLAR (\$1.00), cash in hand paid, and other valuable considerations set forth in a separate agreement, the receipt of which is hereby acknowledged, **Mount Vernon Properties, LLC**, a Tennessee limited liability company ("Grantor"), owner of property located at **3545 Broad St., Chattanooga, TN 37409** and described on Exhibit A attached hereto (the "Property"), does hereby convey to the City of Chattanooga, Tennessee, a municipal corporation ("Grantee"), all of Grantor's right, title and interest in and to that certain property identified as "**Right of Way Acquisition Area**" on Exhibit B attached hereto and as further described on Exhibit C attached hereto (the "Right of Way"), subject to the restrictions set forth below, and hereby grants to Grantee a temporary easement to the property identified as "**Temporary Construction & Staging Easement Area**" on Exhibit B attached hereto and as further described on Exhibit C attached hereto (the "Easement"), and Grantor by these presents,

does hereby transfer, convey, and grant unto Grantee said Easement on, through, under, and across said Property, for said purposes.

The Right of Way conveyed herein shall be subject to the following restrictions:

- 1) Grantee shall use the underground portion of the Right of Way only for the installation and maintenance of a portion of its storm water sewer system.
- 2) Grantee shall maintain the surface of the Right of Way for pedestrian use, with a reasonable portion thereof landscaped and a reasonable portion thereof covered with concrete pavement or pavers, and with a right reserved to Grantor, its successors and assigns, to utilize portions thereof for pedestrian access.
- 3) Grantor, or Grantor's representative, shall be included in any committee or group appointed to review any artwork or other focal structure to be installed within the Right of Way.

The Easement granted herein will continue until completion of Grantee's installation of its storm water system within the Right of Way, but no longer than eighteen (18) months from the date hereof.

TO HAVE AND TO HOLD the Right of Way conveyed herein unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Mount Vernon Properties, LLC**  
a Tennessee limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TENNESSEE:**

**COUNTY OF HAMILTON:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of Mount Vernon Properties, LLC, a Tennessee limited liability company, and that said document was signed by him/her on behalf of said entity by as the duly authorized act and deed of said entity.

WITNESS MY HAND and Notarial Seal in said State and County of the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC

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

## **EXHIBIT "A"**

### **Description of Property**

Lot Six (6), Thomas Bros. Addition to St. Elmo, as shown by plat recorded in Plat Book 5, Page 44, in the Register's Office of Hamilton County, Tennessee, and being a part of Lot Eight (8), Subdivision of the S. B. Moe and S. B. Wright Tracts as shown by plat of record in Plat Book 12, Page 15, in said Register's Office, and being part of the Southeast Quarter of Section Five (5), Township Three (3), Range Four (4), West of the Basis Line Ocoee District and being more particularly described as follows:

According to a survey by Hopkins-Morton Engineering Co., Inc., dated April 26, 1983, being drawing No. 1083-157-2, as: Beginning at a point in the east right of way of St. Elmo Avenue, said point being the end of the return curve with South Broad Street; thence North 25 degrees 30 minutes East 363.26 feet along the east right of way of St. Elmo Avenue to an iron pin; thence North 37 degrees 03 minutes East 14.44 feet along the east right of way of St. Elmo Avenue to an iron pin: thence South 66 degrees 07 minutes East 170.71 feet to an iron pin; thence South 23 degrees 50 minutes West 143.00 feet to an iron pin; thence South 63 degrees 20 minutes East 117.3 feet to a spike in the north right of way of South Broad Street; thence South 71 degrees 35 minutes West 362.35 feet along the north right of way of South Broad Street to a spike; thence along a curve to the right with a radius of 20 feet, a distance of 46.74 feet to the point of beginning.

The source of Grantor's interest is found in deed recorded in Book 9176, Page 269, in the Register's Office of Hamilton County, Tennessee.

Subject to restrictions as set out in instrument recorded in Book 930, Page 294, in the Register's Office of Hamilton County, Tennessee.

Subject to Easement granted to Chattanooga Cable TV Company, dated December 10, 1980, recorded in Book 2741, Page 248, in the Register's Office of Hamilton County, Tennessee.

Subject to power and communication easements as retained in a 9' alley abandoned by the City of Chattanooga Ordinance No. 11242.

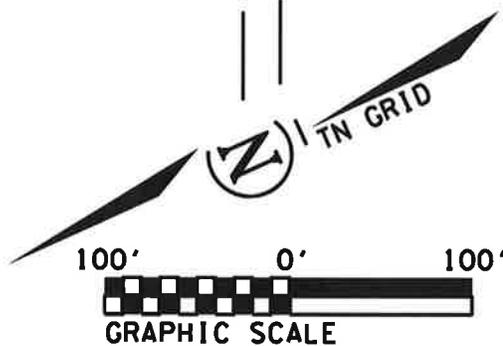
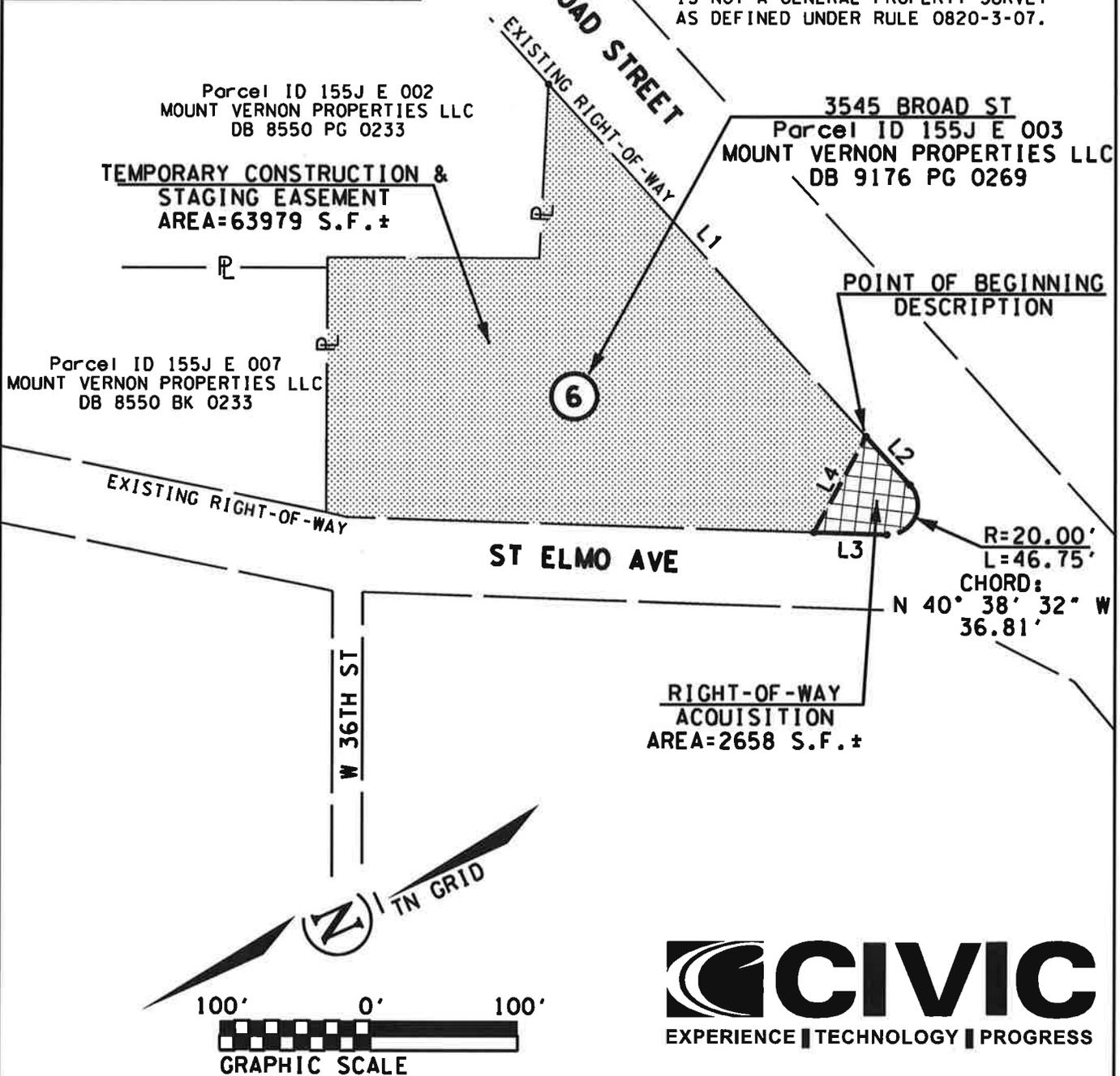
Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

**EXHIBIT B**

Site Plan of Right of Way and Easement Areas  
[See Attached]

LINE	BEARING	DISTANCE
L1	S 72°23'58" W	318.70'
L2	S 72°23'58" W	43.75'
L3	N 26°18'58" E	48.74'
L4	S 37°02'45" E	73.15'

NOTE:  
 A COMPLETE BOUNDARY SURVEY WAS NOT PERFORMED BY CIVIC ENGINEERING FOR THE PURPOSE OF THIS EXHIBIT. THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF T.C.A. 62-18-126 AND THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.



25 LINDSLEY AVENUE  
 NASHVILLE, TENNESSEE 37210  
 (615) 425-2000

**EASEMENT EXHIBIT "B"**

TRACT NO.	OWNERSHIP		DEED BOOK	PAGE	RIGHT-OF-WAY ACQUISITION AREA REOD.	TEMPORARY CONST. & STAGING ESMT. REOD.
	MOUNT VERNON PROPERTIES, LLC					
6	TAX MAP #155J E PARCEL 3		9176	269	2658 S.F.±	63979 S.F.±
CITY OF CHATTANOOGA DEPT. OF PUBLIC WORKS ENGINEERING DIVISION		SCALE: 1"=100'	DATE: AUGUST 10, 2015			
		REVISION:	SHEET 1 OF 1		S-09-008-T006	

## **EXHIBIT C**

### Legal Descriptions of Right of Way and Easements

#### **RIGHT OF WAY ACQUISITION**

Located in the City of Chattanooga of Hamilton County, Tennessee and being described as follows:

Beginning at a point in the northerly right-of-way of Broad Street, said point being located S 72° 23' 58" W, 318.70' from the southeast most corner of the Property defined above and of which the herein described parcel is a part; thence continuing with said northerly right-of-way S 72° 23' 58" W, 43.75' to a point; thence continuing with said right-of-way along a 20.00' radius curve to the right for an arc length of 46.75' and having a chord bearing and distance of N 40° 38' 32" W, 36.81' to a point in the easterly right-of-way of St. Elmo Avenue; thence with said easterly right-of-way N 26° 18' 58" E, 48.74' to a point; thence leaving said right-of-way, severing the Property of which the herein described parcel is a part S 37° 02' 45" E, 73.15' to the point of beginning; containing an area of 2,658 square feet, more or less.

#### **TEMPORARY CONSTRUCTION & STAGING EASEMENT**

A variable width easement crossing the Property defined above, lying northeast of and adjacent to the above described "RIGHT OF WAY ACQUISITION" as shown on Exhibit B above, to which reference is hereby made for a more complete description, and contains an area of 63,979 square feet, more or less.

The above described Right of Way and Easement separately being portions of the same property conveyed to Mount Vernon Properties, LLC by deed of record in Deed Book 9176, Page 269 in the Registers Office of Hamilton County, Tennessee.

## DRAINAGE RIGHT OF WAY AND EASEMENT COMPENSATION AGREEMENT

In consideration of Mount Vernon Properties, LLC (“Mt. Vernon”) granting to the City of Chattanooga (“City”) a certain right-of way and certain temporary easements as set forth in a Quitclaim Deed of Right of Way and Temporary Construction Easements of even date herewith (the “Conveyance”), the City and Mt. Vernon hereby agree to the following:

- 1) The total value of the rights conveyed hereunder is agreed to be \$81,503.10, which shall be paid by the City to Mt. Vernon within ten (10) business days following approval by the Chattanooga City Council.
- 2) During the City’s construction of the storm water improvements contemplated under the Right of Way (as defined in the Conveyance), the City:
  - (a) will identify the rube, holes and other apparent safety hazards in the Easement area (defined in the Conveyance) and take appropriate steps to assure the safety of persons working in such Easement area; and
  - (b) may grade or place gravel on the thee Temporary Construction and Staging Easement Area as deemed necessary for the permitted use thereof; provided that if a driveway is to be installed to St. Elmo Avenue, the location thereof shall be identified in consultation with Mt. Vernon
- 3) At least three (3) weeks prior to the end of the City’s construction of the storm water improvements contemplated under the Conveyance, the City will consult with Mt. Vernon to determine which or the grading or gravel changes made to the Temporary Construction and Staging Easement Area are to be left in place or removed by the City, replacing any grassed areas disturbed by the City’s use. The City shall also fill with 33P gravel any pot holes or ruts created by the City’s use, thereby leaving the Temporary Construction and Staging Easement Area in as good or better condition as on the date hereof.
- 4) Subject to the provisions of T.C.A. sections 29-20-101 *et seq.*, City shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by City in the Easement area, excepting any such injury, damage or loss caused, in whole or part, by the negligence or fault of Mt. Vernon.

Executed by the duly authorized officers or agents of Mt. Vernon and the City as of the \_\_\_ day of \_\_\_\_\_, 2015.

Mt. Vernon Properties, LLC  
a Tennessee limited liability company

City of Chattanooga, Tennessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_