BK 3339

AGREEMENT FOR DEDICATION OF EASEMENT

for

SANITARY SEWERS AND/OR STORM DRAINAGE

For and in consideration 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 Davidson County, Tennessee, its [redacted] successors and assigns forever, a permanent easement and/or right-of-way described as follows:

Beginning at a point in the common property line of the James Hoyt Chapman property, the deed for which is of record in Book 1290, Page 602, R.O.D.C., Tenn., and the conveyee, 15 feet westwardly from the common line of Lots 4, and 15, of Block "B" of the Revised Plan of Power and Roth Madison Park Subdivision, as of record in Book 843, Page 7, R.O.D.C., Tenn.; thence northwardly and parallel to the common line of Lots 3, 4, 14, and 15, of Block "B" of aforesaid subdivision 90 feet, more or less, to a point in the common line of Lots 11, and 14, of Block "B" of aforesaid subdivision. Said easement having a total width of 30 feet measured equi-distance on either side of the aforedescribed line. Being a part of the same property conveyed to J. R. Coarsey, Trustee, the deed for which is of record in Book 3278, Page 589, 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 Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforedescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Davidson County, Tennessee, that I am/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 Davidson County, Tennessee, that said portion or parcel of land as aforedescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Public Works, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof, and do hereby waive all claims for any damage which may be done to said portion or parcel of land in the proper construction, operation and maintenance of any of the aforesaid improvements, but do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Davidson County, Tennessee, during the construction of any of the aforesaid improvements.

D.C.D.P.W.-1

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