**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:

Easement No. 1:

Beginning at a point at the northwesterly intersection of Rio Vista Drive and Dupont Avenue, as shown on the unrecorded plat of Eller-Vandiver Subdivision, Block "A", and the Myatt-Eagan Subdivision, as of record in Book 1423, Page 107, R.O.D.C., Tennessee; thence along the westerly margin of Rio Vista Drive, as shown on the aforesaid Eller-Vandiver Subdivision, North 42° - 00' West, 158.5 feet to a point; thence North 33° - 30' West, 87.5 feet to a point, said point being the beginning of the hereinafter described permanent easement; thence South 56° - 30' West, 100 feet to a point; thence North 33° - 30' West, 50 feet to a point; thence North 56° - 30' East, 100 feet to a point in the westerly margin of Rio Vista Drive; thence along said margin South 33° - 30' East, 50 feet to the point of beginning of the aforedescribed permanent easement.

Easement No. 2:

Beginning at a point in the northerly line of the aforedescribed Easement No. 1, 50 feet westwardly from the westerly margin of Rio Vista Drive; thence North 7° - 00' West, 65 feet, more or less, to a point in the center-line of a drain.

Said easement No. 2 having a total width of 20 feet measured equi-distance on either side of the aforedescribed line.

Said Easements Nos. 1 and 2, being a part of the same property conveyed to Howard L. Gibson, Trustee, as of record in Book 3323, page 621, RODC, Tennessee; in which instrument the said Trustee was vested with full power to mortgage or convey any or all of the property, without the necessity of any beneficiary joining in any conveyance or instrument that may be made by the Trustee.

Howard L. Gibson, Trustee

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.

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