FORM 4002-I

E 56785

This instrument was prepared by the Metropolitan Department of Water and Sewerage Services
8th Floor Stahlman Building
Nashville, Tennessee

BOOK 5266 PAGE 644

IDENTIF. REFERENCE

MAR 29 10 03 AM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

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 Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

MAR 29 MISC B* 6.00 * 6.00

A 20 foot permanent easement across a portion of Lot 25 of the Stratton Heights Subdivision, as of record in Book 1835, Page 13, R.O.D.C., Tennessee. The centerline of said easement being more particularly described as follows:

Beginning at a point in the southeasterly line of the Albert T. McDonald, Et Ux property, said point being southwestwardly 90 feet, more or less, from the southerly corner of an existing 10 foot utility easement along the northeasterly line of the aforesaid property; thence northwestwardly 61 feet, more or less, to a point in the northwesterly line of the aforesaid property, said point being southwestwardly 103 feet, more or less, from the westerly corner of the aforesaid utility easement.

A 10 foot temporary construction easement southwest of and adjacent to the aforedescribed permanent easement. Said temporary construction easement to be abandoned upon completion of construction.

Being part of the property conveyed to Albert T. McDonald, Et Ux, the deed for which is of record in Book 3614, Page 209, R.O.D.C., Tennessee.

1. Grantor, their heirs successors and assigns hereby reserve the privilege of a free tap to said sewer.
2. A pre plant survey will be run prior to construction.
3. Any trees damaged or destroyed by construction will be chopped up and stacked on the property so Grantor can pick up for his own use.
4. Any trees damaged or destroyed and/or over 3 inches in diameter will be replaced with another tree up to 3 inches in diameter. We will

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 Metropolitan Government of Nashville and 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 Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and 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 Metropolitan Government of Nashville and 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 Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as 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 Metropolitan Government of Nashville and Davidson County, 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 or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this 21 day of March, 19 72.

A. T. McDonald

Mrs. A. T. McDonald

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Thomas C. Coursey, a Notary Public in and for said State and County, the within named A. T. McDonald & Mrs. A. T. McDonald,

the bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville Tennessee this 21st day of March, 1972.

Thomas C. Coursey, Notary Public

My Commission Expires 5-1-79.

THOMAS C. COURSEY NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE AT LARGE

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be

the within named bargainor(s), _____, and that _____, as such _____

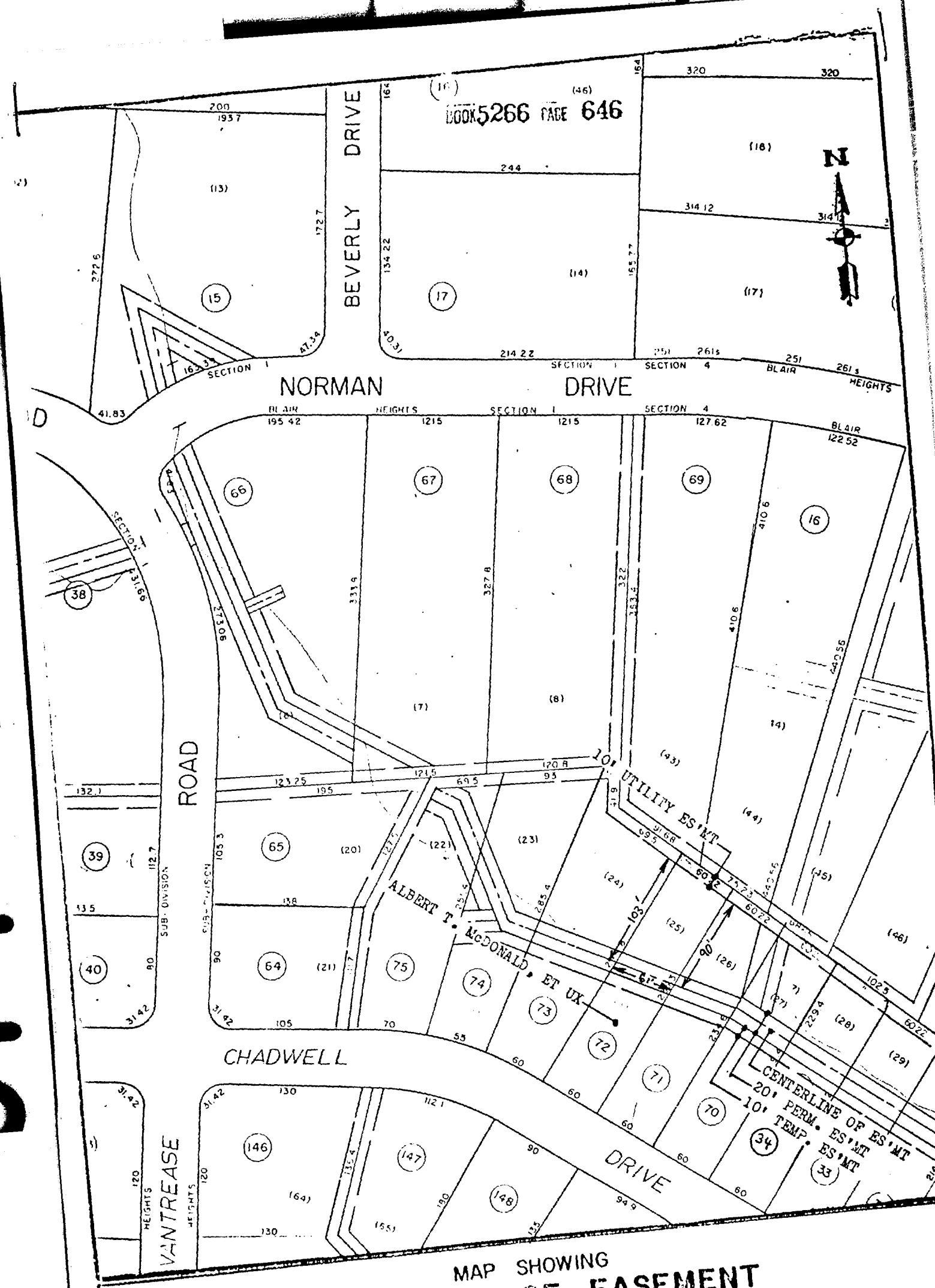
being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 19____.

_____, Notary Public

My Commission Expires _____.

BOOK 5266 PAGE 646



MAP SHOWING

DEDICATION OF EASEMENT

TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM

ALBERT T. McDONALD, ET UX

PROJECT NO 67-S-48C	EASEMENT NO 7-21	GIBSON CREEK LATERALS SYSTEM	
SCALE 1"=100'	PARCEL NO. 51-3-72	DATE 8-4-77	BY B. G.