ORDINANCE NO 4703-19

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO R & G VENTURES CERTAIN PARCEL OF REAL PROPERTY (EASEMENT) OWNED BY THE CITY OF JOHNSON CITY, TENNESSEE, AND LOCATED IN WASHINGTON COUNTY, TENNESSEE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWIT

BE IT ORDAINED BY THE CITY OF JOHNSON CITY as follows:

SECTION 1. That the conveyance is hereby authorized to the R & G Ventures of a certain parcels of property (easements) located in Washington County, Tennessee and shown on the attached Exhibit “A” and incorporated herein.

Conveyance of the above referenced property is to provide R & G Ventures a non-exclusive easement for parking and reserving to the City an exclusive and perpetual easement for water and sanitary sewer.

SECTION II. BE IT FURTHER ORDAINED that the Mayor of the City of Johnson City be and hereby is authorized to sign the deed of easement and such other instruments as may be reasonably necessary to effectuate the aforementioned conveyance, which instruments shall in form and content be satisfactory to the City Manager and legal counsel for the City.

SECTION III. BE IT FURTHER ORDAINED that all ordinances and parts of ordinances in conflict here with be and the same are hereby repealed.

SECTION IV. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after its passage on third and final reading as required by law, the public welfare requiring it.

PASSED IN OPEN, PUBLIC MEETING ON THE FIRST READING 01 AUG 2019

PASSED IN OPEN, PUBLIC MEETING ON THE SECOND READING 15 AUG 2019

PASSED IN OPEN, PUBLIC MEETING ON THE THIRD READING 05 SEPT 2019
APPROVED AND SIGNED IN OPEN
MEETING ON THE 5TH DAY OF
SEPT, 2019
FOLLOWING PASSAGE ON THIRD
READING

/S/ Jenny Brock
MAYOR

ATTEST:

/s/ Janet Jennings
CITY RECORDER

APPROVED AS TO FORM:

/s/ Sunny R. Sandos
STAFF ATTORNEY
DEED OF EASEMENT

The legal description and state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof. Failure to record this document timely may jeopardize your rights to the property.

THIS INSTRUMENT is entered into on this the ______ day of ______________, 2019, by and between CITY OF JOHNSON CITY, TENNESSEE, a municipal corporation with principal situs in Washington County, Tennessee, hereafter called SELLER, and R & G VENTURES, a Tennessee General Partnership, hereafter called BUYER.

WITNESSETH: That for and in consideration of the sum of Ten Dollars, cash in hand paid, and other good, valuable and sufficient consideration, receipt of all of which is hereby acknowledged, the SELLER has this day quitclaimed, released, conveyed and remised unto the BUYER, and its successors and assigns, a non-exclusive permanent easement for a parking lot and for a landscape yard and an elevated berm between the BUYER'S property and State of Franklin Road as required by the current zoning code, located upon the following described real estate, in the 9th Civil District, Washington County, Tennessee, and more particularly described as follows, to-wit:

SEE EXHIBIT “A” FOR LEGAL DESCRIPTION AND PLAT ATTACHED HERETO. It contains 0.183 of an acre, more or less.

This conveyance is made subject to all terms and conditions of Ordinance # ______-19 of the City of Johnson City, Tennessee, which ordinance is hereby incorporated by reference as fully as if set forth verbatim.
As part of the consideration for this easement, the BUYER shall relocate at its own expense and to the satisfaction of the SELLER that walking trail to that area between this easement and State of Franklin Road with concrete of the same width and depth.

The SELLER does hereby reserve for itself, and its successors and assigns, an exclusive and perpetual easement for water and sanitary sewer, all other utilities and drainage, together with the full right and authority to locate, relocate, construct, reconstruct, modernize, build, lay, maintain and operate water and sanitary sewer lines, all other utilities and drainage over, under and across that property hereby conveyed, and SELLER shall not be responsible to repair or replace any landscaping, berms or other improvements made by the BUYER or others.

In addition as consideration for allowing this use on City property, the BUYER, for itself and its successors and assigns, does agree that it will hereby indemnify and hold the SELLER and its successors and assigns harmless, including its attorneys fees and other costs of defense regarding any damages or actions brought against the SELLER and/or its successors and assigns that in any way resulted from the BUYER’s or its successors and assigns use of this property. In addition the SELLER and its successors and assigns shall not be responsible to the BUYER or the BUYER’s successors and assigns for any loss, expense or other damages resulting from others including the SELLER and the SELLER’s heirs and assigns, using this property including those maintaining, repairing or relocating utilities of any type whether given those rights before or after this Deed.

The BUYER, and its successors and assigns, shall not damage or disrupt any waterline, electrical facilities or other utilities in this easement area or build any walls or reshape this area and shall not otherwise place fences, barriers or improvements on this area including, but not limited to, fencing, poles or lights, except that it shall be allowed to construct that required landscaping and berm as required by current zoning. The BUYER, and its successors and assigns, shall be responsible for maintaining the parking lot, its pavement, curbing, and parking lot striping that is within this easement.

For Property Assessor’s purposes only: This property is shown as part of State of Franklin Road Right of Way and is to benefit property identified as Map 54C, Group H, Parcel #36.00.

Pursuant to TCA Section 66-24-110, this is part of the same property conveyed to the City of Johnson City, Tennessee from the State of Tennessee and the State Board of Regents by deed dated October 17, 1978, recorded in the Register’s Office for Washington County, Tennessee, in Deed Book 532, page 508.
IN WITNESS WHEREOF, the duly authorized Mayor of the CITY OF JOHNSON CITY, TENNESSEE has set her name in behalf of said municipal corporation on this the day and date first above written, and acknowledges that she is duly authorized and empowered to sign this document in behalf of said municipal corporation.

CITY OF JOHNSON CITY, TENNESSEE

BY: ______________________________

JENNY L. BROCK, MAYOR

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, ______________________________, of the State and County aforesaid, personally appeared JENNY L. BROCK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be the MAYOR of the CITY OF JOHNSON CITY, TENNESSEE, the within named bargainer, a municipal corporation, and that she as such officer, executed the foregoing instrument, for the purpose therein contained by signing the name of the municipal corporation by herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid on this the _____ day of ________________, 2019.

______________________________
Notary Public

My Commission Expires: ____________________________

This instrument prepared by:
NL Sweat P.A.
801 Susan Drive E-2
Johnson City, TN 37604-3223
Telephone (423) 332-4035
R346
TRANSPORTATION EASEMENT

Located in the 9th Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at an iron rod at the intersection of the southern right-of-way of State of Franklin Road and the western right-of-way of Sevier Street, said iron rod also being a northeasterly corner to R&G Ventures;

Thence, with the southern right-of-way of State of Franklin Road the following three courses:

(1) South 60 degrees 07 minutes 06 seconds West – 355.33 feet to an iron rod;
(2) North 33 degrees 18 minutes 26 seconds West – 12.01 feet to an iron rod;
(3) South 64 degrees 23 minutes 57 seconds West – 100.94 feet to a right-of-
way monument;

Thence, through the right-of-way of State of Franklin Road the following two courses:

(1) North 59 degrees 26 minutes 42 seconds East – 413.82 feet to an iron rod;
(2) North 89 degrees 26 minutes 42 seconds East – 49.24 feet to the
BEGINNING.

Containing 0.183 acres more or less