


FILE GAIL HART


 Book/Page: **GI 11842 / 900**
 Instrument: 2019120900200
 11 Page EASEMENT
 Recorded by TLF on 12/9/2019 at 12:19 PM
 MISC RECORDING FEE 55.00
 DATA PROCESSING FEE 2.00

 TOTAL FEES \$57.00
 State of Tennessee Hamilton County
 Register of Deeds **MARC GRAVITT**

ADDRESS OF NEW OWNER(S): (easement only) City of Chattanooga	SEND TAX BILLS TO: (easement only) City of Chattanooga	MAP PARCEL NO. (easement only) Pt of 136E A 005
(Name) 101 E. 11 th St., Ste. G-4	(Name) 101 E. 11 th St., Ste. G-4	
(Street Address) Chattanooga, TN 37402	(Street Address) Chattanooga, TN 37402	
(City) (State) (Zip)	(City) (State) (Zip)	

THIS INSTRUMENT PREPARED BY:
 Valerie L. Malueg
Assistant City Attorney
 Office of the City Attorney
 100 E. 11th St., Suite 200
 Chattanooga, Tennessee 37402

Reference: Book _____, Page _____

PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

This PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (this "Easement Agreement") is made as of **DECEMBER 6**, 2019 (the "Effective Date"), by and between NIPPON PAINT AUTOMOTIVE AMERICAS, INC., a Delaware corporation (the "Grantor") and THE CITY OF CHATTANOOGA, a municipal corporation of the State of Tennessee (the "Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in Chattanooga, Hamilton County, Tennessee, as more particularly described in Book GI 11793, Page 270, recorded in the Register's Office of Hamilton County, Tennessee (the "Property").

B. Grantee has requested and Grantor has agreed to grant to Grantee a permanent easement for the installation, construction, operation, and maintenance of a sanitary sewer line on the Property, as more particularly described in this Easement Agreement.

NOW THEREFORE, IN CONSIDERATION OF Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Permanent Easement.** Grantor hereby grants, transfers and conveys to Grantee, and its successors and assigns, a permanent exclusive sanitary sewer easement and appurtenances over, upon, across, through and under the permanent easement area described in **Exhibit A** and depicted on **Exhibit B** (the "Permanent Easement Area"), both of which are attached hereto and incorporated by reference for the purposes of installing, laying, constructing, maintaining, inspecting and repairing a twenty-seven (27") inch and thirty (30") inch diameter sewer line and necessary appurtenances (the "Sanitary Sewer Facilities"), including the non-exclusive right of ingress and egress for said purposes in accordance with the terms of this Easement Agreement. Grantee shall construct its Sanitary Sewer Facilities in accordance with the approved and permitted set of drawings on file with the Land Development Office of the City of Chattanooga. Grantee shall also have the right to remove impediments to the installation, construction and maintenance of the Permanent Easement Area including without limitation trees, shrubbery, and landscaping. Grantee agrees that all Sanitary Sewer Facilities shall be maintained and kept in good working order and condition at Grantee's sole expense. Grantor reserves the right to use the Permanent Easement Area for any purposes not inconsistent with rights granted by this Easement Agreement.

2. **Temporary Construction Easement.** Grantor also grants a temporary non-exclusive easement to Grantee, and its successors and assigns, for vehicular and pedestrian access, ingress, and egress, over and across the temporary construction area described in **Exhibit A** and depicted on **Exhibit B.** (the "Temporary Construction Area") for the purposes of installing, laying, constructing, and inspecting the Sanitary Sewer Facilities (the "Temporary Construction Easement"), including the non-exclusive right of ingress and egress for said purposes in accordance with the terms of this Easement Agreement. The term of the Temporary Construction Easement shall commence on the Effective Date and shall expire on August 27, 2020. Upon the expiration of the Temporary Construction Easement, Grantee, at its sole cost and expense, shall restore the Temporary Easement Area to as nearly the same condition it was in prior to Grantee's use as is reasonably practicable.

3. **Maintenance and Repair.** Grantee shall be solely responsible for the costs and expenses to construct, maintain, repair and replace the Sanitary Sewer Facilities; provided, however, that Grantor shall be responsible for any repair costs and expenses that result from the use of the Permanent Easement Area by Grantor in a manner prohibited by this Easement Agreement. If any damage to Grantor's Property is caused by Grantee's exercise of its rights under this Easement Agreement, Grantee, at Grantee's expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

4. **Third-Party Claims.** Subject to the provisions of T.C.A. sections 29-20-101 *et seq.*, Grantee 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 Grantee on the Property, excepting any such injury, damage or loss caused, in whole or party, by the negligence or fault of the Grantor.

5. **Remedies.** The parties shall be entitled to specific performance of all rights granted in this Easement Agreement. In the event any party fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including without limitation restraining orders, temporary and permanent injunctions and damages for destruction or injury to any person or property to the extent allowed by law.

6. **Covenants Running with the Land.** Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

7. **Notices.** All notices, requests, demands and other communications under this Agreement to the parties shall be in writing and shall be personally delivered or sent by commercial overnight courier, or certified or registered mail, postage prepaid, to the following addresses:

If to Grantee:

City of Chattanooga, Tennessee
101 E. 11th Street, Suite G-4
Chattanooga, TN 37402
Attn: Real Property of ECD

With a copy to:

Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

If to Grantor:

Nippon Paint Automotive Americas, Inc.
400 Frank W. Burr Blvd.
Teaneck, NJ 07666
Attn: Mr. Robert Angart

Either party may change its address for purposes of this Paragraph 7 by giving the other party notice of the new address in the manner set forth herein. Any notice given as set forth in this Easement Agreement shall be deemed to have been received on the earlier of actual receipt or four (4) business days after being sent.

8. **Miscellaneous.**

(a) **Governing Law.** This Easement Agreement shall be construed in accordance with the laws of the State of Tennessee.

(b) **Amendment; Modification.** This Easement Agreement may only be amended or modified by instrument in writing executed by all of the then record owners of the Property.

(c) **Counterparts**. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.

(d) **Binding Effect**. This Easement Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.

(e) **Effect of Partial Invalidity**. Any provision of this Easement Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Agreement; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement effective the Effective Date.

GRANTOR:

NIPPON PAINT AUTOMOTIVE AMERICAS, INC.

By: Robert J. Angart
Name: ROBERT J. ANGART
Title: EVP

STATE OF Ohio

COUNTY OF Cuyahoga

Before me, a Notary Public of the state and county mentioned, personally appeared Robert J. Angart, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be an Executive Vice President of Nippon Paint Automotive Americas, Inc., the within named bargainer, a Delaware corporation, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such Executive Vice President

WITNESS my hand and seal, at office in Cuyahoga Ohio County, Tennessee, this 25th day of November, 2019.

Cathryn E. Greenwald
Notary Public

My Commission Expires: N/A



CATHRYN E. GREENWALD
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

GRANTEE:

CITY OF CHATTANOOGA, TENNESSEE, a
municipal corporation of the State of Tennessee

By: 
Name: ANDY BERKE
Title: MAYOR

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared ANDY BERKE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be MAYOR of THE CITY OF CHATTANOOGA, TENNESSEE, the within named bargainor, a municipal corporation of the State of Tennessee, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the MAYOR by such person as such MAYOR.

WITNESS my hand and seal, at office in HAMILTON Co, TENNESSEE, this 6th day of DECEMBER, 2019


Notary Public

My Commission Expires: 02-28-22





STATE OF TENNESSEE

COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Affiant

Subscribed and sworn to before me this
6th day of DECEMBER, 2019.



Notary Public
My Commission Expires: 02-28-22





EXHIBIT A

PERMANENT SANITARY SEWER EASEMENT

Being a Permanent Sanitary Sewer Easement 20 feet in width located on Lot One, Harriet Tubman Subdivision as shown on plat of record in Plat Book 116, Page 121 in the Register's Office of Hamilton County, Tennessee, Lot One is located at 1801 Southern Street in the City of Chattanooga, Hamilton County, Tennessee, said Permanent Sanitary Sewer Easement being more particularly described as follows:

COMMENCING at a point where the Western margin of Roanoke Avenue and the Northern margin of Southern Street intersect;

THENCE North 65 degrees, 48 minutes, 56 seconds West for a distance of 1630.65 feet along the Northern margin of Southern Street to a point located at Tennessee State Grid Coordinates of North=265,570.98 and East=2,188,132.48, coordinates based on North American Datum 1983 (NAD 83), said point marks the POINT OF BEGINNING;

THENCE North 65 degrees, 48 minutes, 56 seconds West for a distance of 20.32 feet along the Northern margin of Southern Street to a point;

THENCE North 34 degrees, 25 minutes, 19 seconds East for a distance of 363.40 feet to a point;

THENCE North 38 degrees, 14 minutes, 32 seconds East for a distance of 165.39 feet to a point;

THENCE North 40 degrees, 59 minutes, 35 seconds East for a distance of 783.15 feet to a point;

THENCE South 66 degrees, 58 minutes, 56 seconds East for a distance of 400.07 feet to a point;

THENCE South 65 degrees, 54 minutes, 49 seconds East for a distance of 298.10 feet to a point located on the Western boundary line of Lot Two, Harriet Tubman Subdivision, Plat Book 116, Page 121, R.O.H.C.;

THENCE South 24 degrees, 11 minutes, 04 seconds West for a distance of 20.00 feet along the Western boundary line of Lot Two to a point;

THENCE North 65 degrees, 54 minutes, 49 seconds West for a distance of 297.88 feet to a point;

THENCE North 66 degrees, 58 minutes, 56 seconds West for a distance of 385.34 feet to a point;

THENCE South 40 degrees, 59 minutes, 35 seconds West for a distance of 768.13 feet to a point;

THENCE South 38 degrees, 14 minutes, 32 seconds West for a distance of 164.24 feet to a point;

THENCE South 34 degrees, 25 minutes, 19 seconds West for a distance of 359.12 feet to the POINT OF BEGINNING.

Said Permanent Sanitary Sewer Easement herein described contains 39,848 square feet or 0.91 acres, more or less, as shown on the attached drawing prepared by Barge Design Solutions, having project number 3653501.

TEMPORARY CONSTRUCTION EASEMENT

BEING a temporary construction easement for the installation of a sanitary sewer line, said easement is to cover the entire area of Lot One, Harriet Tubman Subdivision as shown on the attached drawing prepared by Barge Design Solutions, having project number 36535-01. The temporary construction contains 1,260,428 square feet, more or less, or 28.94 acres, more or less. The temporary construction easement will terminate 90 days after the installation of the sanitary sewer line has been completed and upon approval and acceptance by the City of Chattanooga.

EXHIBIT B

Drawing

[see attached]

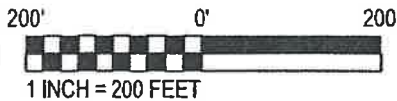
4839-4785-3484.1



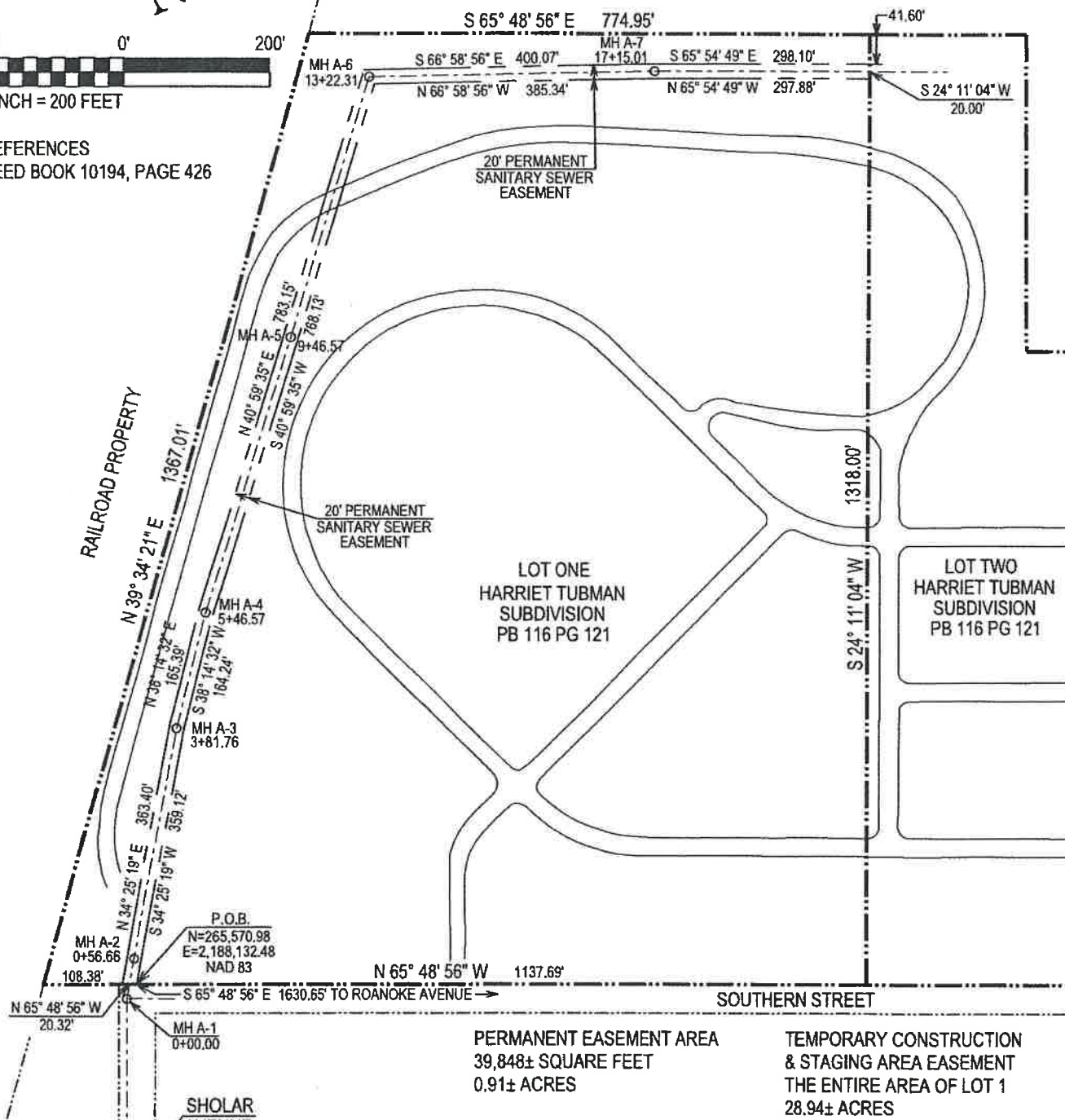
NOTE:

1. THE 20 FOOT SANITARY SEWER EASEMENT AND MANHOLE LOCATIONS AS SHOWN HEREON ARE BASED ON DESIGN DRAWINGS.

STAG CHATTANOOGA 1, LLC
DB 10904 PG 203



REFERENCES
DEED BOOK 10194, PAGE 426



PERMANENT EASEMENT AREA
39,848± SQUARE FEET
0.91± ACRES

TEMPORARY CONSTRUCTION
& STAGING AREA EASEMENT
THE ENTIRE AREA OF LOT 1
28.94± ACRES

EXHIBIT "B"
PERMANENT SANITARY SEWER EASEMENT

LOT ONE, HARRIET TUBMAN SUBDIVISION
PLAT BOOK 116, PAGE 121, R.O.H.C.

TAX MAP 136E, GROUP "A", PARCEL 005.00
1801 SOUTHERN STREET, CHATTANOOGA, TENNESSEE



1110 MARKET STREET, SUITE 205, CHATTANOOGA, TN 37402
PHONE: 423-766-3025 FAX: 423-766-3477

DRAWN BY: WNH	CHECKED BY: TG
DRAWING NO.: 1 of 1	
PROJECT NO.: 36535-01	DATE: 10-14-19