

RESOLUTION NO. 31535

A RESOLUTION AUTHORIZING THE MAYOR TO JOINTLY WITH HAMILTON COUNTY ENTER INTO AN AGREEMENT FOR EASEMENT WITH TENNESSEE AMERICAN WATER COMPANY, IN SUBSTANTIALLY THE FORM ATTACHED, TO PURCHASE A TWENTY (20) FOOT WIDE EASEMENT OF APPROXIMATELY TWO THOUSAND NINE HUNDRED FIFTY (2,950) LINEAR FEET, WHICH IS APPROXIMATELY ONE POINT THIRTY-FIVE (1.35) ACRES, FOR CURRENT AND FUTURE UNDERGROUND WATER LINES, AT THE PURCHASE PRICE OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), WITH ALL PROCEEDS TO BE EQUALLY DIVIDED WITH HAMILTON COUNTY, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY ADDITIONAL TRANSACTIONAL DOCUMENTS.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to jointly with Hamilton County enter into an Agreement for Easement with Tennessee American Water Company, in substantially the form attached, to purchase a 20 foot wide easement of approximately 2,950 linear feet, which is approximately 1.35 acres, for current and future underground water lines, at the purchase price of \$55,000.00, with all proceeds to be equally divided with Hamilton County, and to authorize the Mayor to execute any additional transactional documents.

ADOPTED: March 28, 2023

/mem

Prepared by and after recording return to:  
 Baker, Donelson, Bearman, Caldwell  
 & Berkowitz, P.C.  
 Attn.: Claire T. Tuley, Esq.  
 633 Chestnut Street, Suite 1900  
 Chattanooga, Tennessee 37450

<b>Address:</b>	<b>Send Tax Bills To:</b>	<b>Parcel No.:</b>
381 Moccasin Bend Road Chattanooga, Tennessee 37405	Tennessee-American Water Company 109 Wiehl Street Chattanooga, Tennessee 37403	145 001  (Easement only)

Reference: Pt. of Deed Book 1515, Page 243

**AGREEMENT FOR EASEMENT**

**THIS AGREEMENT FOR EASEMENT** (the “*Easement*”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **THE CITY OF CHATTANOOGA**, a political subdivision of the State of Tennessee, as to an undivided fifty percent (50%) interest, and **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, as to an undivided fifty percent (50%) interest (collectively “*Grantor*”), and **TENNESSEE-AMERICAN WATER COMPANY**, a Tennessee corporation (“*Grantee*”).

**RECITALS:**

**WHEREAS**, Grantor is the owner of that land located at 381 Moccasin Bend Road, Chattanooga, Tennessee 37405, and commonly known as Moccasin Bend Golf Club, and as described in Deed Book 1515, Page 243 recorded in the real property records of Hamilton County, Tennessee (the “*Golf Course Property*”); and

**WHEREAS**, Grantor leases the Golf Course Property to Creeks Bend Golf Club LLC (“*Tenant*”); and

**WHEREAS**, Grantee is the owner of that certain parcel of land located on a portion of Tax Map/Parcel 135 016, recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_ in the Register’s Office of Hamilton County, Tennessee, as further described on **Exhibit A** attached hereto and incorporated herein (the “*Booster Station Property*”); and

**WHEREAS**, Grantee will develop the Booster Station Property for purposes of operating a water supply system and pumping stations, including all necessary water lines and utilities associated therewith, to provide water services to residents located within Hamilton County (collectively, the “*Water System*”); and

**WHEREAS**, Grantee's completion of the Water System shall include additional water capacity to Moccasin Bend Golf Course and Moccasin Bend Wastewater Treatment Plan; and

**WHEREAS**, in order to operate the Water System, Grantor is willing to grant to Grantee an easement on the Golf Course Property (the "**Easement**") for all current and future underground water lines located within the Golf Course Property, such access being required for Grantee to operate and maintain the Water System.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and gives Grantee a perpetual twenty (20)-foot-wide easement six (6) feet below the surface for the construction, inspection, operation, maintenance, and repair of a water line servicing the Water System, and for any other actions that Grantee shall deem necessary or desirable for the operation or maintenance of the Water System, as more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Easement Area**").

2. **Reservation of Rights; Use of Easement Area by Grantor.** Grantor reserves unto itself and/or Grantor's Tenant the use and enjoyment of the Easement Area for all legal purposes not inconsistent with and which do not interfere with, impede, limit or diminish the rights and privileges of Grantee created and existing under and by virtue of this Agreement. Grantor will not undertake or permit any activities on the Golf Course Property that would interfere with or obstruct Grantee's use of the Easement Area.

3. **Use and Maintenance of Easement Area.**

a. Grantee shall be responsible, at its expense, to construct, inspect, operate, maintain and repair all such water line installations and improvements in the Easement Area. Installation and/or construction of the water line shall be performed and completed in compliance with all laws and ordinances of any applicable local, state, or federal governmental authority and any agency thereof and the terms and covenants of this Agreement.

b. Grantee's completion of the Water System in the Easement Area shall include enhanced water pressure to Moccasin Bend Golf Course and Moccasin Bend Wastewater Treatment Plant.

c. Grantee agrees that the foregoing right to construct, inspect, operate, maintain and repair said water line and improvements shall be limited to accessing said water line and associated improvements from any point in the Golf Course Property above the Easement Area that is not covered by a building or other improvements. Such activities shall be completed in a good and workmanlike manner by Grantee, and once commenced, all work will be completed in a reasonable and diligent time. If any golf course greens or similar improvements located on the Golf Course Property are damaged or removed in connection with said work with the consent of Grantor, Grantee, at its expense, will repair

and replace such golf course greens and other improvements following the completion of the work to the same condition or better immediately prior to such damage or removal. Likewise, it will be the responsibility of Grantor to repair damage to the water line and improvements that is caused by the construction of improvements to the Golf Course Property by Grantor and/or Grantor's Tenant.

d. Grantee's right to enter the Easement Area shall not in any case unreasonably interfere with Grantor's or Tenant's use and quiet enjoyment of the Golf Course Property.

e. If it is reasonably likely that maintenance, repair or replacement activities will interfere with use of the Easement Area by any party, the party performing the activities will give the other party at least five (5) business days' advance written notice, except in the case of emergency repairs.

4. **Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor, its officials, directors, employees, agents, representatives, and Tenant from all claims, causes of action, and liability of any nature (including, but not limited to environmental), as well as all losses and costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, the "Losses"), arising or resulting from Grantee's actions or negligence, or from Grantee's failure to adhere to the terms of this Agreement, or otherwise relating to Grantee's use of the Easement, except to the extent that any such Losses arise primarily from the actions or negligence of Grantor and/or Grantor's Tenant.

5. **Insurance.** Grantee covenants and agrees to maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death or property damage occurring within the Easement with minimum limits of not less than \$2,000,000 per occurrence for injury to person, not less than \$2,000,000 for damage to property and not less than \$2,000,000 annual general aggregate per location. Grantor shall be listed as an additional insured on such policy and a certificate evidencing such shall be presented to Grantor not later than three (3) days from the date of this Agreement.

6. **Notices.** Any notice or other communication from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered by (a) by prepaid registered or certified mail, with return receipt requested, (b) by a national overnight courier service, or (c) by electronic mail (followed by a copy mailed or delivered as provided in subsections (a) or (b)) addressed as follows:

If to Grantor: City of Chattanooga  
Real Property, Suite G-18  
101 E. 11th Street,  
Chattanooga, TN 37402

With a copy to: Office of the City Attorney  
100 E. 11th Street, Suite 200  
Chattanooga, TN 37402

If to Grantor: Hamilton County, Tennessee  
Real Property Office  
Hamilton County Public Works  
4005 Cromwell Road  
Chattanooga, TN 37421

With a copy to: Office of the Hamilton County Attorney  
Room 204 Hamilton County Courthouse  
625 Georgia Avenue  
Chattanooga, TN 37402

If to Grantee: Tennessee-American Water Company  
109 Wiehl Street  
Chattanooga, TN 37403  
Attention: Legal Department

With a copy to: Baker Donelson Bearman Caldwell & Berkowitz, P.C.  
1900 Republic Centre  
633 Chestnut Street  
Chattanooga, TN 37450  
Attention: Clare T. Tuley, Esq.  
Phone: 423-756-2010

7. **Miscellaneous.**

a. This Agreement shall be governed by and construed under the internal laws of the State of Tennessee.

b. This is not a conveyance of the fee simple interest, but only the rights, privileges and easement set forth in this Agreement.

c. This Agreement may only be amended or modified in writing executed by the parties.

d. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Whenever the term "Grantee" or the term "Grantor" are used herein, the same shall mean and include the party named herein as "Grantee" or "Grantor", as the case may be, and their respective heirs, successors, assigns, trustees, representatives and successors-in-title.

f. This Easement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals effective as of the date hereinabove written.

**CITY OF CHATTANOOGA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of the **CITY OF CHATTANOOGA**, the within named bargainor, a political subdivision of the State of Tennessee, and that he/she, as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Chattanooga by himself/herself as such \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**HAMILTON COUNTY, TENNESSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of **HAMILTON COUNTY, TENNESSEE**, the within named bargainor, a political subdivision of the State of Tennessee, and that he/she, as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Hamilton County, Tennessee by himself/herself as such \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**CONSENT OF TENANT**

Creeks Bend Golf Club, Inc. ("**Tenant**"), is party to that certain Lease Agreement made by and among Tenant, and the City Of Chattanooga and Hamilton County, Tennessee (collectively "**Grantor**") dated as of January 21, 2021(the "**Lease**") as to the property located at 381 Moccasin Bend Road, Chattanooga, Tennessee 37405 (the "**Golf Course Property**").

Tenant met with Tennessee American Water Company a Tennessee corporation ("**Grantee**"), on September 27, 2021, March 23, 2022, and August 19, 2022, to discuss a proposed water line easement that would be constructed on the Golf Course Property (the "**Meetings**").

Tenant hereby acknowledges that the easement described on Exhibit A is substantially the same as described by Grantee in the Meetings and Tenant hereby (i) consents to be bound by all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in the Easement; and ; and (ii) consents to the execution and recordation of the Easement and agrees that the property described in the Easement shall be encumbered by all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in the Easement.

IN WITNESS WHEREOF, Tenant has executed this Consent as of the day and year first written in the Easement above.

**Creeks Bend Golf Club, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of the [Moccasin Bend Golf Club LLC], the within named bargainor, a political subdivision of the State of Tennessee, and that he/she, as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the [Moccasin Bend Golf Club] by himself/herself as such \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



## EXHIBIT A

### **Booster Station Property**

Land located in the City of Chattanooga, Hamilton County, Tennessee. Being a portion of the property of the City of Chattanooga, Tennessee, a municipal corporation (“the City”), of record in Deed Book 11475, Page 831, Register’s Office, Hamilton County, Tennessee.

Said portion to be conveyed, and described herein is LOT ONE, MOCCASIN BEND PUMP STATION SUBDIVISION, of record in Plat Book \_\_\_\_, Page \_\_\_\_, ROHC, and is more particularly described, relative to the Tennessee State Plane Coordinate System, North American Datum of 1983 (NAD83), as follows:

BEGINNING at the Southeast Corner of aforesaid property of the City of Chattanooga, lying in the western Right-of-Way line of Moccasin Bend Road, and said point located at coordinates: North: 260,562.14 feet, East: 2,167,996.27 feet of aforesaid datum;

Thence North 84 degrees 20 minutes 40 seconds West, leaving said Right-of-Way line, and along the South Line of aforesaid property of the City of Chattanooga, a distance of 348.23 feet to a point;

Thence with new property lines, the following courses and distances:

Thence North 05 degrees 39 minutes 20 seconds East, leaving aforesaid south property line, a distance of 28.00 feet to a point;

Thence South 84 degrees 20 minutes 40 seconds East, a distance of 135.00 feet to a point;

Thence North 05 degrees 39 minutes 20 seconds East, a distance of 25.00 feet to a point;

Thence South 84 degrees 20 minutes 40 seconds East, a distance of 205.00 feet to a point to a point on aforesaid Right-of-Way line;

Thence South 03 degrees 10 minutes 11 seconds East, along said Right-of-Way line a distance of 53.64 feet to the POINT OF BEGINNING.

The portion to be conveyed as described herein contains 0.34 Acres (14,863 Square Feet) more or less.

## EXHIBIT B

### **Easement Area**

Land located in the City of Chattanooga, Tennessee. Being a 20-foot-wide Water Line Easement over and upon a portion of the property of the City of Chattanooga and Hamilton County, Tennessee, of record in Deed Book 1515, Page 243, Register's Office, Hamilton County, Tennessee, (ROHC).

Said Easement crosses aforesaid property in a westerly direction for a total length of 2,950 linear feet, more or less and consists of all that portion of aforesaid Property which lies within 10 feet on each side of a center line which is described as follows:

COMMENCE at the Northeast Corner of aforesaid property, lying in the western Right-of-Way line of Moccasin Bend Road, and said point located at the Tennessee State Plane Coordinate System, North American Datum of 1983 (NAD83): North: 260,562.14 feet, East: 2,167,996.27 feet, aforesaid Tennessee State Plane Coordinate System;  
Thence North 84 degrees 20 minutes 40 seconds West, leaving said Right-of-Way line, and along the north property line of aforesaid property of the City of Chattanooga and Hamilton County, Tennessee, a distance of 316.59 feet to the POINT OF BEGINNING of the center line described herein.

Thence South 50 degrees 39 minutes 20 seconds West, a distance of 14.14 feet to a point;  
Thence South 73 degrees 09 minutes 20 seconds West, a distance of 73.17 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 93.42 feet to a point;  
Thence North 61 degrees 50 minutes 40 seconds West, a distance of 26.13 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 169.16 feet to a point;  
Thence South 84 degrees 24 minutes 20 seconds West, a distance of 20.85 feet to a point;  
Thence North 88 degrees 44 minutes 55 seconds West, a distance of 181.44 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 37.76 feet to a point;  
Thence North 73 degrees 05 minutes 40 seconds West, a distance of 107.64 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 71.67 feet to a point;  
Thence North 73 degrees 05 minutes 40 seconds West, a distance of 76.89 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 359.18 feet to a point;  
Thence South 73 degrees 09 minutes 20 seconds West, a distance of 65.72 feet to a point;  
Thence South 84 degrees 24 minutes 20 seconds West, a distance of 50.49 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 640.09 feet to a point;  
Thence North 73 degrees 05 minutes 40 seconds West, a distance of 107.64 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 319.24 feet to a point;  
Thence South 73 degrees 09 minutes 20 seconds West, a distance of 67.94 feet to a point;

Thence North 84 degrees 20 minutes 40 seconds West, a distance of 52.28 feet to a point;  
Thence North 73 degrees 05 minutes 40 seconds West, a distance of 25.63 feet to a point;  
Thence North 84 degrees 20 minutes 40 seconds West, a distance of 289.24 feet to a point;  
Thence North 75 degrees 46 minutes 13 seconds West, a distance of 100.28 feet to a point on the Eastern Bank of the Tennessee River, which is the POINT OF TERMINUS of the center line described herein.

Said Easement as described herein contains 1.35 acres, (58,990 square feet) more or less.

TENNESSEE RIVER

P.O.T.  
CENTER LINE OF  
WATER LINE  
EASEMENT

75' EPB Easement  
Deed 1471-462 ROHC

20' WATER LINE  
EASEMENT  
1.35± Acres  
58,990 Square Feet  
2,950± Linear Feet

TAX PARCEL 135 016  
CITY OF CHATTANOOGA  
DEED 11475-831 ROHC

TAX PARCEL 145 001  
HAMILTON COUNTY &  
CITY OF CHATTANOOGA  
DEED 1515-243 ROHC

P.O.B.  
CENTER LINE OF  
WATER LINE EASEMENT  
N: 260,593.33'  
E: 2,167,681.22'

Pump Station LOT  
(from Parcel 135 016)  
Shown for Reference

MOCCASIN BEND ROAD

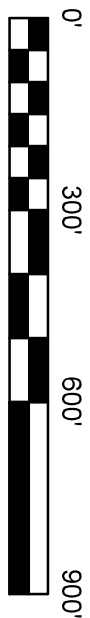
P.O.C.  
NE Corner  
DEED 1515-243 ROHC  
N: 260,562.14'  
E: 2,167,996.27'

TN STATE PLANE

**LEGEND**

- 20' WATER LINE EASEMENT
- CENTER LINE OF 20' WATER LINE EASEMENT
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

APPROX SCALE: 1" = 300'



LINE	BEARING	DISTANCE
L1	N 84°20'40" W	316.59'
L2	S 50°39'20" W	14.14'
L3	S 73°09'20" W	73.17'
L4	N 84°20'40" W	93.42'
L5	N 61°50'40" W	26.13'
L6	N 84°20'40" W	169.16'
L7	S 84°24'20" W	20.85'
L8	N 88°44'55" W	181.44'
L9	N 84°20'40" W	37.76'
L10	N 73°05'40" W	107.64'
L11	N 84°20'40" W	71.67'
L12	N 73°05'40" W	76.89'
L13	N 84°20'40" W	359.18'
L14	S 73°09'20" W	65.72'
L15	S 84°24'20" W	50.49'
L16	N 84°20'40" W	640.09'
L17	N 73°05'40" W	107.64'
L18	N 84°20'40" W	319.24'
L19	S 73°09'20" W	67.94'
L20	N 84°20'40" W	52.28'
L21	N 73°05'40" W	25.63'
L22	N 84°20'40" W	289.24'
L23	N 75°46'13" W	100.28'

- NOTES**
- North Orientation: Tennessee State Plane Coordinate System (NAD83).
  - Reference Survey: Ongoing surveying by Earthworx, LLC, Project #21-011.
  - Property Located in City of Chattanooga, Hamilton County, Tennessee.
  - This Exhibit Sketch is prepared for use in support of describing easements to be acquired as shown hereon. Not valid for any other purpose.



DWG. NO. 21-011 EXHIBIT 02  
 DATE: 08-03-2022  
 SCALE: 1" = 300'  
 DRAWN: NB  
 APPROVED: DGB

SHEET NO. 1

**EXHIBIT SKETCH  
 20' WATER LINE  
 EASEMENT**



earthworx, llc  
 4300 North Access Road, Suite C  
 Chattanooga, Tennessee 37415