

**Millersville Board of Commissioners  
Regular Meeting Agenda**

**Tuesday, September 18, 2018 at 5:30 P.M.  
At City Hall**

1. Call to Order.
2. Invocation and Pledge to the Flag.
3. Approve the minutes from the August 21, 2018 Regular Commission Meeting.
4. Approve the August 2018 Financial Report.
5. **PUBLIC HEARING:**
  - A. Comments and questions concerning the City's application to the Tennessee Department of Transportation for federal grant funds to assist in the development of the US-31W Sidewalk Project.
    1. Open Public Hearing.
    2. Close Public Hearing.
  - B. **Resolution 18-R-04A**, a resolution calling for a public hearing on the proposed annexation of territory identified as Robertson County Map 126, Parcel 059.00, into the City of Millersville by owner consent and Plan of Services.
    1. Open Public Hearing.
    2. Close Public Hearing.
  - C. **Resolution 18-R-05A**, a resolution calling for a public hearing on the proposed annexation of territory identified as a portion of Robertson County Map 125, Parcel 177.00, and Map 125, Parcel 085.00, into the City of Millersville by owner consent and Plan of Services.
    1. Open Public Hearing.
    2. Close Public Hearing.
6. **Approval of Resolution 18-R-04A**, a resolution calling for a public hearing on the proposed annexation of territory identified as Robertson County Map 126, Parcel 059.00, into the City of Millersville by owner consent and Plan of Services.
7. **Approval of Resolution 18-R-05A**, a resolution calling for a public hearing on the proposed annexation of territory identified as a portion of Robertson County Map 125, Parcel 177.00, and Map 125, Parcel 085.00, into the City of Millersville by owner consent and Plan of Services.
8. **First Reading of Ordinance 18-705**, to rezone a portion of the parcel known as Robertson County Map 125, Parcel 177.00, from Residential R-1 to Commercial C-1.

9. Approve Proposal from OHM to provide assistance relating to the 2019 Transportation Alternative Program Grant Application.
10. Award Bid for the Gravity Sewer Rehabilitation Project to Bobby Luttrell and Sons, LLC.
11. Approve Proposal from OHM to provide construction management and construction engineering inspection services (CEI) relating to the Gravity Sewer Rehabilitation Project.
12. Citizen Comments. (Limited to 3 minutes per speaker)
13. Commissioner Comments.
14. Adjournment.



## PUBLIC HEARING NOTICE

City of Millersville, Tennessee –

Louisville Highway Pedestrian Improvements and Application to TDOT for Federal Grant Funds

Notice is hereby given that the City of Millersville will be holding a public hearing in the Commission Chambers of the City Hall, 1246 Louisville Highway, Millersville TN 37072 on Tuesday, September 18, 2018 at 5:30 p.m. to receive comments and questions from the public concerning the City's application to the Tennessee Department of Transportation for federal grant funds to assist in the development of US-31W sidewalk project.

The proposed project will connect the Community Center and Library to Millersville Elementary with new sidewalks along both sides of Louisville Highway.

Citizens are encouraged to attend and provide input on this proposed project and grant application.

The project will be under the guidance of federal and state regulations, including Equal Opportunity and Title VI requirements.

For further information about this public hearing and related questions regarding ADA facilities and transportation, please call Michael Barr with the City of Millersville at (615) 859-0880 or e-mail [development@cityofmillersville.com](mailto:development@cityofmillersville.com).



**City of Millersville  
Development Services**

**City Commission**

**Summary & Recommendation**

**Date:** September 18, 2018

**Reviewer:** Michael Barr, Development Services Director

**Subject:** Resolution for Proposed Annexation by Owners Consent and Plan of Services Public Hearing for 7639 South Swift Road (RC Map 126 Parcel 059.00)

**Background:** The subject parcel's owners are requesting to annex their properties into the City of Millersville. As required by T.C.A. 6-51-102, a Plan of Services was reviewed and recommended by the Planning Commission.

Staff will follow the State requirements for Annexation by Owners Consent. A Summary of Best Practices will be provided for your information.

The Resolution for Annexation and Plan of Services Public hearing is scheduled for October 16, 2018 and will be followed by the First Reading of the subject parcel's Zoning Designations.

**Attachments:** Resolution Res. 18-R-04A

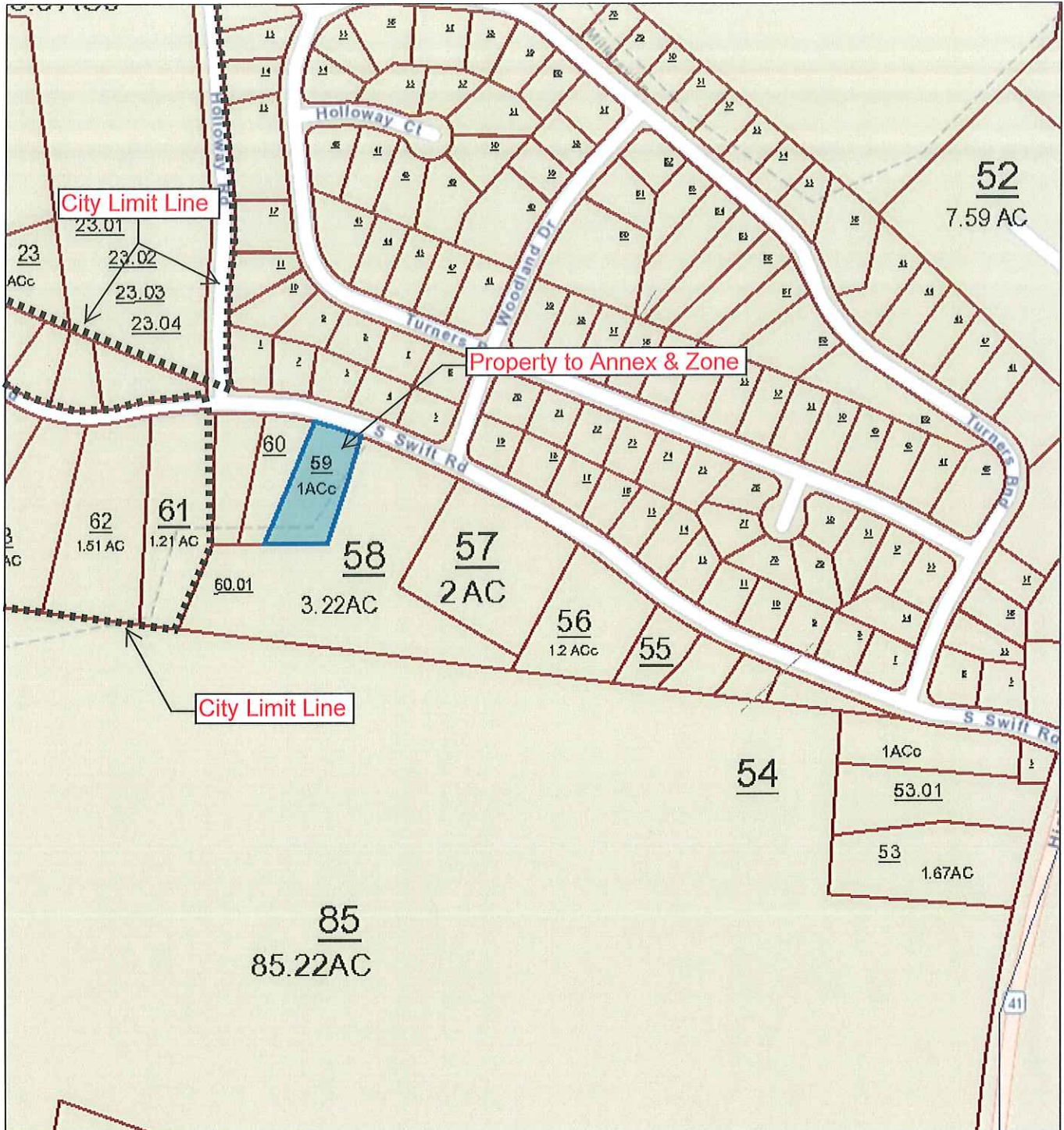
**Public Notice Sign Posted:** as required

**Recommendation:** Approval by the City Commission of the attached Resolution Res. 18-R-04A.

**Conditions, if any:** None.



Robertson County - Parcel: 126 059.00



Date: August 29, 2018  
County: Robertson  
Owner: HALLUM MIKE ETUX  
Address: SOUTH SWIFT RD 7639  
Parcel Number: 126 059.00  
Deeded Acreage: 0  
Calculated Acreage: 0  
Date of Imagery: 2013

TN Comptroller - OLG  
State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

## **RESOLUTION 18-R-04A**

### **A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY IDENTIFIED AS ROBERTSON COUNTY MAP 126 PARCEL 059.00 INTO THE CITY OF MILLERSVILLE BY OWNER CONSENT AND PLAN OF SERVICES**

**WHEREAS**, the City of Millersville, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

**WHEREAS**, a Plan of Services for the territory proposed for annexation by owner consent has been reviewed and recommended by the Millersville Planning Commission to the Millersville City Commission on September 11, 2018; and

**WHEREAS**, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

**NOW THEREFORE BE IT RESOLVED** by the City of Millersville, Tennessee as follows:

- A. That a public hearing is hereby scheduled for 5:30 pm on October 16, 2018 at the Millersville City Hall, on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

See Attachment "A"

- B. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the proposed Plan of Services (Attachment "B"), shall be promptly sent to the last known address listed in the office of the Robertson County Property Assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.
- C. That a copy of the Annexation Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Millersville.
- D. That notice of the time, place and purpose of a Public Hearing on the proposed annexation by owner consent Resolution and the Plan of Services shall be published in a newspaper of general circulation in such territory and the City of Millersville not less than fifteen (15) days before the hearing, which notice includes the locations of the Resolution and Plan of Services for public inspection during all business hours from the date of notice until the public hearing.
- E. That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.



**WHEREUPON**, the Mayor declared the Resolution adopted this 18<sup>th</sup> day of September, 2018 and affixed a signature thereto.

BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Timothy F. Lassiter, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Holly L. Murphy, City Recorder

Approved as to Form and legality:

By: \_\_\_\_\_  
Robert G. Wheeler, Jr., City Attorney

Attachment "A"

Legal Description for the property known as 7639 South Swift Road (RC Map 126 Parcel 059.00) as recorded in Robertson County Record Book 1746 Pages 820-822

Land in Robertson County, Tennessee, beginning at a stake in the southerly margin of the Eldorado Road, said stake being 689 feet westerly with said margin of said road from the northwest corner of the Lot conveyed by Aaron M. Turner et ux, to Henry D. Carter in Deed Book 136, Page 392, Registers Office for Robertson County, Tennessee, a corner to said Turner and the northeast corner of this land; thence with a fence along said margin of said road North 73 deg. 40 mitt West 164 feet to a stake, a corner to said Turner; thence with the line of said Turner South 16 deg. 20 min. West, passing through the center of a utility pole at 10 feet and continuing on in all 288 feet to a stake, a corner in the line of said Turner; thence with a fence and the line of said Turner South 89 deg. East 168.5 feet to a stake, a corner in the line of said Turner; thence with the line of said Turner North 16 deg. 20 min. East 245 feet to the beginning, containing 1.0 acre, more or less, as surveyed by John R. Alley, County Surveyor, on June 2, 1966.

Being the same property conveyed to Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher by deed from Estate of Harold Bruce Sherrell, deceased, by Jennifer Carrigan, Administratrix, Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher, heirs at-law of the said Harold Bruce Sherrell, deceased, of record in Record Book 1741, Page 856, Register's Office, Robertson County, Tennessee.



**CITY OF MILLERSVILLE, TENNESSEE**

**A PLAN OF SERVICES FOR THE ANNEXATION OF A PARCEL KNOWN AS RC MAP 126, PARCEL 059.00**

**WHEREAS**, 6-51-102 of *The Tennessee Code* requires that before a municipality may annex, the governing body shall adopt a plan of services establishing at least the services to be delivered and the projected timing of the services. The plan of services shall include, but not be limited to: police protection, fire protection, water service, electrical service, sanitary sewer service, solid waste collection, road and street construction and repair, recreational facilities and programs, street lighting, and zoning services. The plan may exclude those services provided by another public or private agency other than the City of Millersville, and

**WHEREAS**, the City of Millersville Municipal Planning Commission has reviewed this plan of services and recommended it be adopted by the Board of Commissioners of the City of Millersville, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MILLERSVILLE, TENNESSEE THAT:**

**SECTION 1.** Pursuant to the provisions of 6-51-102, *The Tennessee Code*, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

**A. Water**

Water service is presently available to the area proposed for annexation. The area is served by the White House Utility District and is operated independent of the City.

**B. Sewer**

The area is surrounded by the jurisdiction of the City of Millersville, with public sewer currently provided on the eastern portion of South Swift Road, although not every parcel is served. City sewer is located on the section of South Swift Road this property abuts.

**C. Stormwater**

Stormwater System Management for this area is provided by the City of Millersville and is included in its permitted Municipal Separate Storm Sewer System (MS4). Each property pays in individual fee for inclusion to the City's system. There will be no increase in expenses to the department.

**D. Electrical**

Electrical service is presently being served to the area by Cumberland Electric Membership Corporation and is operated independent of the City.

E. Fire

The City of Millersville operates a municipal fire department. Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water and distance from the fire station will be provided on the effective date of annexation. No new personnel or equipment will be needed.

F. Police

The City of Millersville operates a police department. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. No new personnel or equipment will be needed.

G. Recreation

The City of Millersville Parks and Recreation Department serves all areas and residents of the city. There will be no increase in expenses to serve this area.

H. Streets

This property fronts South Swift Road, a public street. South Swift Road is classified as a collector street. The road appears to be in good condition and no improvement is needed in the immediate future.

I. Sanitation

Refuse collection is provided by the City of Millersville. Refuse collection is provided only for residential properties or uses. Each property pays an individual fee for this service.

J. Street Lighting and Traffic Signs

No additional signs would be required. Due to the fact that the annexation involves only one parcel, it is anticipated that no new streetlights would be installed in the immediate future.

K. Schools

The City does not maintain the school system. There will be no effect upon the school system as the property is already located within and served by Robertson County.

L. Building Inspection Services and Codes Enforcement

Any inspection services provided by the City of Millersville (building, plumbing, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. These services are predominantly used by new developments and construction. The cost of providing these services is largely paid for through permit fees. The City enforces its adopted Code of Ordinances through its Codes Enforcement Office.

M. Planning and Zoning

Planning and subdivision regulations will be governed by the Millersville Municipal Planning Commission and the Board of Commissioners (as required) to the annexed parcels on the effective date of annexation. The Zoning jurisdiction of the City and designation of a Zoning District will be established for the annexed parcel within sixty (60) days of final reading of the annexation.

N. Tax Assessor

The impact of the annexation to the Tax Assessor would be minimal to none.

O. Municipal Court

The impact of the annexation to the Municipal Court would be minimal to none.

P. Animal Control

This service would continue to be provided by Robertson County.

Q. Cemetery

The City does not provide cemetery or burial services.

**SECTION 2.** These services shall become effective from and after adoption of the Resolution for Annexation Res 18-R-04B.



**City of Millersville  
Development Services**

**City Commission**

**Summary & Recommendation**

**Date:** September 18, 2018

**Reviewer:** Michael Barr, Development Services Director

**Subject:** Resolution for Proposed Annexation by Owners Consent and Plan of Services Public Hearing for a portion of RC Map 125 Parcel 177.00 and RC Map 125 Parcel 085.00

**Background:** The subject parcels' owners are requesting to annex their properties into the City of Millersville. As required by T.C.A. 6-51-102, a Plan of Services was reviewed and recommended by the Planning Commission.

Staff will follow the State requirements for Annexation by Owners Consent. A Summary of Best Practices will be provided for your information.

The Resolution for Annexation and Plan of Services Public hearing is scheduled for October 16, 2018 and will be followed by the First Reading of the subject parcels' Zoning Designations.

**Attachments:** Resolution Res. 18-R-05A

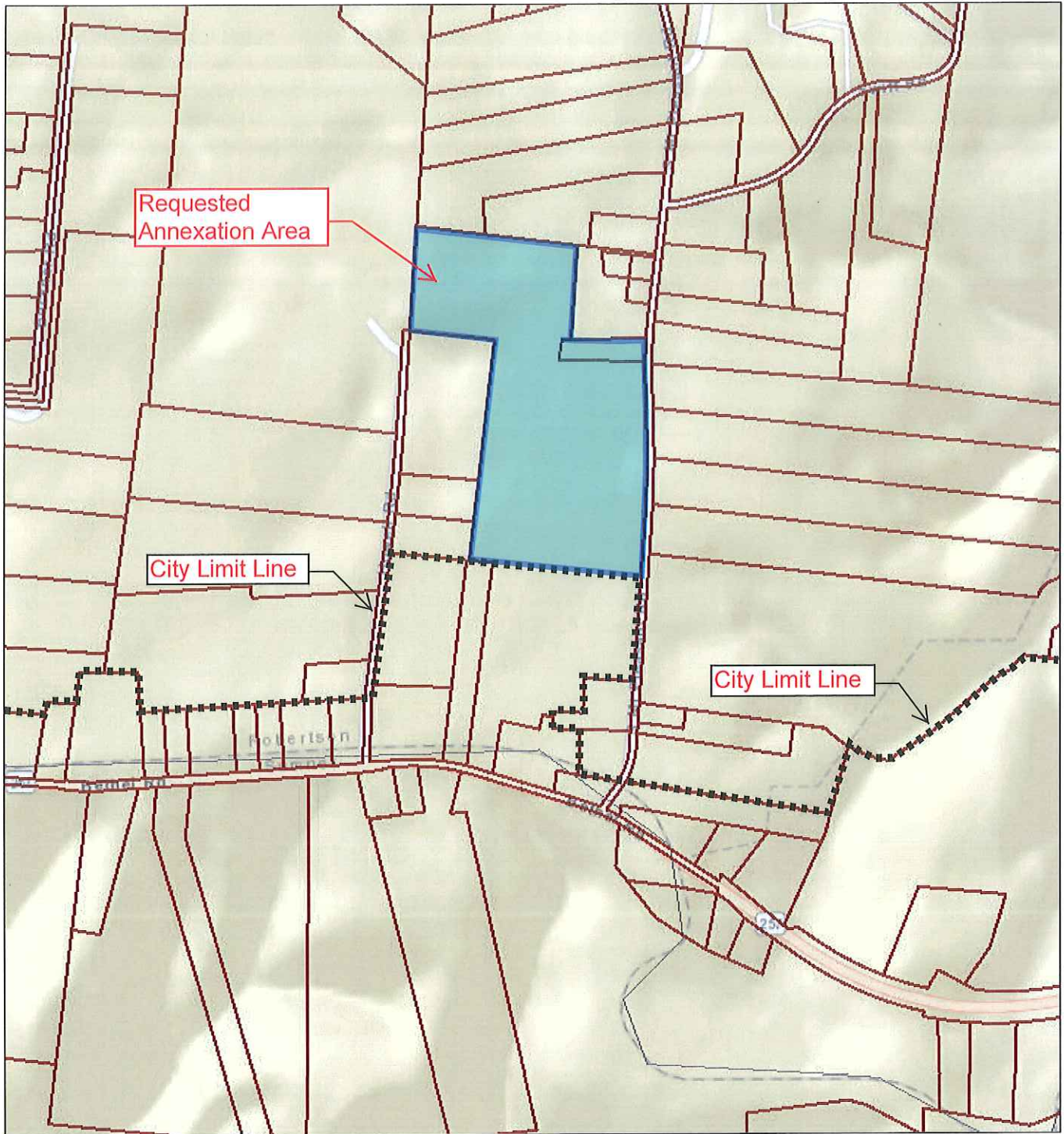
**Public Notice Sign Posted:** as required

**Recommendation:** Approval by the City Commission of the attached Resolution Res. 18-R-05A.

**Conditions, if any:** None.



## Robertson County - Parcel: 125 177.00 & 085.00



TN Comptroller - OLG  
State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

## **RESOLUTION 18-R-05A**

### **A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY IDENTIFIED AS A PORTION OF ROBERTSON COUNTY MAP 125 PARCEL 177.00 AND MAP 125 PARCEL 085.00 INTO THE CITY OF MILLERSVILLE BY OWNER CONSENT AND PLAN OF SERVICES**

**WHEREAS**, the City of Millersville, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

**WHEREAS**, a Plan of Services for the territory proposed for annexation by owner consent has been reviewed and recommended by the Millersville Planning Commission to the Millersville City Commission on September 11, 2018; and

**WHEREAS**, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

**NOW THEREFORE BE IT RESOLVED** by the City of Millersville, Tennessee as follows:

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See Attachment "A"

- B. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the proposed Plan of Services (Attachment "B"), shall be promptly sent to the last known address listed in the office of the Robertson County Property Assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.
- C. That a copy of the Annexation Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Millersville.
- D. That notice of the time, place and purpose of a Public Hearing on the proposed annexation by owner consent Resolution and the Plan of Services shall be published in a newspaper of general circulation in such territory and the City of Millersville not less than fifteen (15) days before the hearing, which notice includes the locations of the Resolution and Plan of Services for public inspection during all business hours from the date of notice until the public hearing.

- E. That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

**WHEREUPON**, the Mayor declared the Resolution adopted this 18<sup>th</sup> day of September, 2018 and affixed a signature thereto.

BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Timothy F. Lassiter, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Holly L. Murphy, City Recorder

Approved as to Form and legality:

By: \_\_\_\_\_  
Robert G. Wheeler, Jr., City Attorney



Attachment "A"

**A parcel described by a Description for a portion of the property located on South Mount Pleasant Road (RC Map 125 Parcel 177.00) as recorded in Robertson County Record Book 1443 Pages 630-641.**

A 26.0 acre +/- portion of land transferred unto Leann G. Barron by Quitclaim Deed, recorded in Robertson County Record Book 1443 Pages 630-641 (Attachment 1) and located outside of the municipal limits of the City of Millersville. This portion of the parcel is the remaining portion after the annexation by the City of Millersville by Ordinance 96-293 (Attachment 2) of which its legal description was corrected by two (2) letters to the Robertson County Assessor's Office from the City of Millersville, postmarked April 7, 1997 and dated & postmarked February 26, 1999 (Attachment 3). This portion of land being a part of the same property identified as Robertson County Map 125 Parcel 177.00.

**And a parcel described by a Legal Description for a parcel located on South Mount Pleasant Road (RC Map 125 Parcel 085.00) as recorded in Robertson County Deed Book 326 Page 806.**

BEGINNING at a point in the center of the Bethel and Eldorado Road, in line with a 4x4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs, in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone, her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block all 385 feet to the beginning, and being the same property as that conveyed to Bonnie A. Bean, by deed from Jimmy Thompson and wife Kathleen Thompson and Jerry Wix and wife Helen Wix, of record at Deed Book 266, page 421, in the Register's Office for Robertson County, Tennessee.



# Attachment 1

<p><b>THIS DOCUMENT PREPARED BY:</b></p> <p><b>JEFFREY MOBLEY</b> Howard &amp; Mobley, PLLC 2319 Crestmoor Road Nashville, Tennessee 37215 (615) 627-4444</p>	<p>STATE OF TENNESSEE ) COUNTY OF DAVIDSON )</p> <p>The actual consideration for this transfer is \$-NONE-.</p> <p><i>Leann G. Barron</i> Leann G. Barron, Affiant Subscribed and sworn to before me on the 26<sup>th</sup> day of October, 2011.</p> <p><i>Julie C. Hunt</i> Notary Public My Commission Expires JAN. 7, 2013</p>
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Address of new owner:

Send Tax Bills to: Map-Parcel Numbers:

Leann G. Barron  
1600 Linden Avenue  
Nashville, TN 37212

SAME

Map 125, Parcel 139

MAP 127 | PARCEL 62

MAP 125 | PARCELS 177+177.01+09000

## QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., (the "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of transferring their entire interests in the subject parcels of real property, hereby release, remise and quitclaim unto Leann G. Barron, her heirs, successors, and assigns, all right, title and interest of the Grantors in and to certain tracts or parcels of land in Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference. The subject realty is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

A new legal description was not prepared for this transaction. The legal descriptions are the same as the previous instruments of record.

Frankie Fletcher, Register  
Robertson County Tennessee  
Rec #: 209337 Instrument #: 243464  
Rec'd: 60.00 Recorded  
State: 0.00 12/19/2011 at 8:30 AM  
Clark: 0.00 in Record Book  
Other: 2.00 1443  
Total: 62.00 Pgs 630-641

The subject realty is not the usual place of residence of any of the Grantors or Grantee hereunder. The spouse of each Grantor joins in this conveyance for the purpose of conveying any interest in the subject property by virtue of his or her marriage to such Grantor.

WITNESS our hands this 4<sup>th</sup> day of <sup>November</sup>~~October~~, 2011.

Donna G. Nelson  
Donna G. Nelson

Russell L. Nelson  
Russell L. Nelson

Leann G. Barron  
Leann G. Barron

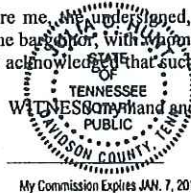
Jay Barron  
Jay Barron

Don M. Grubbs, Jr.  
Don M. Grubbs, Jr.

Carol Grubbs  
Carol Grubbs

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donna G. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.



My Commission Expires:

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

Julia C. Hunt  
Notary Public

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Russell L. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.



My Commission Expires:

WITNESS my hand and seal, at office, this 28<sup>th</sup> day of October, 2011.

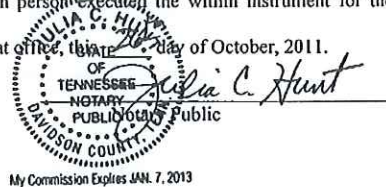
Julia C. Hunt  
Notary Public

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Leann G. Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

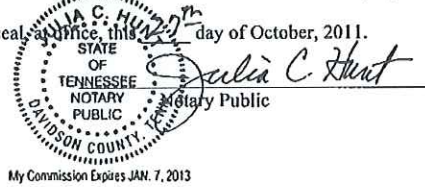


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Jay Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

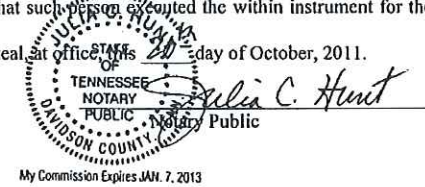


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Don Murry Grubbs, Jr.**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

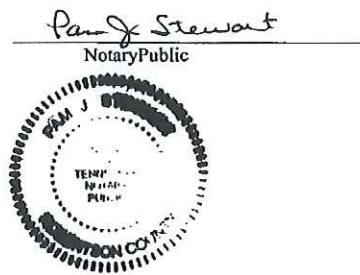


STATE OF TENNESSEE )  
COUNTY OF ~~DAVIDSON~~  
Robertson )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Carol Grubbs**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 4<sup>th</sup> <sup>November</sup> day of ~~October~~, 2011.

My Commission Expires: 12-2-2013





## EXHIBIT A

### Legal Descriptions

#### NOTE:

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HERewith.**

Kelly Willis Rd., Map 125, parcel 139, 13.19 acres (Millersville egg farm)

A tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, more particularly described as follows:

**BEGINNING** at the northwest corner of subject tract, a fence post in the line of the tract conveyed or to be conveyed to Joe Charles Harris, et ux by Vallie Katherine Williams, running thence South 3 deg. 30' West 537 feet, with fence line, to a point in the margin of Bethel to Greenbrier road, thence, with the northerly margin of said road, South 86 deg. East 1223.5 feet; thence with the margin of said road, South 77 deg. 45' East 300 feet; thence continuing with the northerly margin of said road, South 87 deg. 30' East 572 feet to a point, the beginning of a curve; thence around said curve in the road to the left, 25 feet to a point in the westerly margin of the Gideon Road, thence, with the westerly margin of Gideon Road, North 8 deg. 15' West 223 feet to a stake, thence, continuing with the westerly margin of said Gideon road North 400 feet to a stake in the margin of said road, said stake being southeast corner of the said Harris' tract heretofore referred to; thence North 89 deg. 18' West 927 feet, with said Harris, to the beginning containing 13.19 acres, more or less, including the road frontage to the center line of said roads to comply with description in deeds in said calculations.

Said premises is subject to easement of record in Land Mortgage Book 34, page 449, RORCT.

The above described property is part of the properties conveyed to Joyce Lovelace Grubbs from Joyce Lovelace Grubbs, Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., co-trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, by Marital Share Quitclaim Deed of record in Book 638, pages 58-65, Register's Office for Robertson County, Tennessee.

Don M. Grubbs, Sr., also known as Don Murry Grubbs, Sr., died on February 18, 1999.

Joyce L. Grubbs and Joyce Lovelace Grubbs are one and the same person.



Being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Grubbs Family, LLC, a Tennessee limited liability company, of record in Book 1442, Page 718, Register's Office for Robertson County, Tennessee.

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Map 127/Parcel 62  
Map 125/Parcels 177 & 177.01 & 09000

The below described property is that property described on the above Tax Map and Parcel Number. There is a deed from Don M. Grubbs et ux to Joyce L. Grubbs, Trustee, at Deed Book 340, page 75, said Register's Office, which is believed attempted to describe accurately the subject property certain additions, corrections, or notations are included herein to that prior deed in an effort to compile an accurate legal description.

**Parcel 1:**

**BEGINNING** at a point in the center of the Eldorado and Bethel Church Road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line; runs thence with said Morris' line south 89 degrees west 22.1 poles to a stone; thence south 1½ degrees east 21.1 poles to a point in the center of Bethel Church Road; thence with said Bethel Church road as follows; south 78 degrees east 15.6 poles; north 37 degrees east 11 poles; north 2 degrees east 15 poles to the beginning, containing 2.94 acres, more or less, as surveyed by J.R. Scott, County Surveyor of said County, on April 5, 1937. The above described property was conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones et al at Deed Book 91, page 477, said Register's Office. See the derivation for Tract No. 1 at Deed Book 340, page 75, for further derivations.

**Exclusion No. 1:**

**BEGINNING** at a concrete monument in the westerly margin of Eldorada Springs Road and being the most northeasterly corner of herein described tract, and the most southeasterly corner of Ollie Swift property (DB 187, pg 435, RORCT); thence S 01 deg. 51 min. 06 sec. W. 107.27 feet to a set iron pin; thence with a curve to the right (I=20°32'42", L=90.08', R=251.22') 90.08' to a set iron pin; thence now leaving the margin of said road with the line of Williams N 85 deg. 58 min. 3 sec. W 180.04 feet to a set iron pin said pin and line being agreed on by all adjoining property owners (Don Grubbs, Ollie Swift, and Todd Williams on 5/19-93); thence N 01 deg. 34 min. 38 sec. W 194.64 feet to a set iron pin; thence S 86 deg. 14 min. 06 sec. E. 214.30 feet to the point beginning, containing 0.91 acres, more or less according to a survey dated 5/11/93, by Tommy E. Walker, Tennessee License No. 1465. This is the property conveyed unto Trustees and Deacons of the Bethel Baptist Church by deed of record in Deed Book 331, page 694, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** at a point in the center of the Eldorada Springs and Bethel Church road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line, being the northeast corner of a tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and others on April 6, 1937, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 91, at Page No. 477; thence with said Morris' line south 89 deg. West 21.1 poles to a stone; thence south 1½ deg. East 3 poles to a point in the west line of said tract of land conveyed to Mrs. Avis C. Grubbs by Nannie D. Jones and other hereinbefore referred to; thence in an easterly direction about 21.1 poles to a point in the center of said Eldorada Springs and Bethel Church Road; thence north 2 deg. East with the center of said road 4 poles and 12 feet to the beginning, being the northerly portion of the tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and other hereinbefore mentioned. This being the property conveyed to David Hassell Jones et ux by Mrs. Avis C. Grubbs of record at Deed Book 93, page 190, said Register's Office.

**Exclusion No. 3:**

**BEGINNING** in the center of the Bethel-Hygeia Road, the N.E. corner of this tract and the S.E. corner of Avis Grubbs; thence in a northwesterly direction 9 poles and 8 feet to a stone; thence in a southwesterly direction about 8 poles and 9 feet to a stone; thence in a southerly direction about 5 poles to the center of the Bethel-Hygeia Road; thence following the center of said road, about 20 poles and 14 feet to the beginning, containing about one-half acre of land, being the southern portion of a tract of 2.96 acres sold and by deed conveyed to the undersigned Avis Grubbs by Nannie B. Jones about 1938, said deed being of record in the office of the Register for Robertson County, Tennessee, the land herein conveyed lying about 4½ miles east of Greenbrier, and being the same property conveyed to Samuel C. Mayes by deed from Avis Grubbs of record at Deed Book 97, page 304, said Register's Office.

Of the above three (3) exclusions from the 2.94 acre tract, exclusion No. 1 is designated in that Quitclaim Deed referenced at Deed Book 340, page 75. Exclusions 2 and 3 were not excluded in the prior deed from the 2.94 acre tract, should have been, and had been conveyed by Avis Grubbs, the mother of Don M. Grubbs, before his inheritance. In addition, the property in said deed conveyed to the Bethel Baptist Church, containing 1.953 acres is not an exclusion from the 2.94 acre tract, but should be excluded from the 9 acre tract described below.

**Parcel No. 2**

**BEGINNING** at a point in the center of the Eldorada road, corner to Mrs. N.B. Jones, said beginning point being the southeast corner of a tract of land of 17.9 acres sold by deed conveyed to H.H. Morris and wife, Ruth Morris, by D.A. Jones and wife, Mrs. N.B. Jones, on March 24, 1937, which said deed is of record in the office of the Register's Office for Robertson County, Tennessee, in Deed Book 88, Page 54 to which reference is here made; thence south 89 deg. West about 48 poles running just north of a rail fence to the southeast corner of a 4 1/4 acre tract sold by deed conveyed by H.H. Morris and wife, Ruth Morris, to M.L. Webb and wife, Jetta Webb, on February 20, 1946, which said deed is of record in the office of the Register for Robertson County, Tennessee in Deed Book 101, page 100 to which reference is here made; thence north 4 deg. East with the east line of said 4 1/4 acre tract 31 poles to a stone, the northeast corner of said 4 1/4 acre tract and also the southeast corner of a tract of land sold and by deed conveyed to M.L. Webb and wife, Jetta Webb, by H.H. Harris and wife, Ruth Morris, on March 26, 1945, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book 99, page 119 to which reference is here made; thence south 86 deg. east with a north line of the said 17.9 acre tract above referred to 47 poles to a point in the center of Eldorado road, and a corner in J.S. Webb's line and a corner of said 17.9 acre tract; thence south 2 deg. west with said Eldorado road, 27.1 poles to the beginning, containing 9 acres more or less. This is the same property conveyed to Mrs. Avis Grubbs by H.H. Morris et ux at Deed Book 103, page 29, said Register's Office. Also, this is Tract 2 of the property conveyed at Deed Book 340, page 75, said Register's Office.

**Exclusion No. 1:**

**BEGINNING** at an iron rod on the northern margin of Bethel Road said point being the southeast corner of the property of the Trustees and Deacons of the Bethel Baptist Church and being the southwest corner of this tract; thence leaving said road margin with the line of the Church, N. 04 degrees 30' 00" E. 848.42 feet to an iron rod at the Church northeast property corner; thence leaving Church line with a new line, S. 85 degrees 30' 00" E. 100 feet to a



concrete monument; thence continuing with a new line S. 04 degrees 30' 00" W. 855.43 feet to a concrete monument on the northern margin of Bethel Road, passing through a reference concrete monument at 455.43 feet; thence with the northern margin of Bethel Road and a concaved curve, delta of 08 degrees 05' 55", radius of 709.82 feet, length of 100.33 feet, chord bearing of N. 81 degrees 29' 23" W. 100.24 feet to the point of beginning; containing 1.953 acres, more or less; as per survey by: R.L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, TN 37072, dated July 15, 1994. Being the same property as that conveyed to the Deacons of the Bethel Baptist Church at Deed Book 331, page 694, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** at a point in the center of the Eldorado Road, Ollie Swift's northeast corner and the southeast corner of this land, thence with the center of said road North 00 deg. 30' E. 150 feet to a point, a corner to Mrs. Avis Grubbs; thence with the line of Mrs. Grubbs as follows: North 89 deg. 00' W. 225 feet to a concrete marker; South 00 deg. 30' W. 150 feet to a concrete marker, a corner to said Mrs. Grubbs in the line of aforesaid Swift; thence with the line of said Swift South 89 deg. 00' E. 225 feet to the beginning, containing 0.77 acre, more or less, as surveyed by John R. Alley, County Surveyor of Robertson County, Tennessee, on May 12, 1966, and being a portion of the property conveyed to H.H. Morris and wife, Ruth Morris, to Avis Grubbs by deed of record in Deed Book 103, at page 29, in the Register's Office for Robertson County, Tennessee. Also from Avis Grubbs et vir, to Ollie S. Swift et ux of record at Deed Book 138, page 337, said Register's Office.

**Parcel No. 3**

**BEGINNING** in the center of the Ridgetop and Eldorado Springs Road, a corner to Herman Morris, and running thence north 87 degrees west 47 poles to a stone, a corner in said Herman Morris' line; thence north 3½ degrees east 65 poles to a stone, a corner to M. L. Webb in Clement Crawford's line; thence south 87 degrees east 39 poles to a point in the Ridgetop and Eldorado Springs Road, a corner to Clement Crawford; thence with said road as follows: South 10 degrees east 16 poles; south 4 degrees east 8 poles; south 2 degrees east 20 poles; south 2 degrees west 22 poles to the beginning, containing 18.1 acres, more or less. This is the same property conveyed to Mrs. Avis Grubbs by Gerald E. Jones et ux, at Deed Book 97, page 287. Being also the property conveyed as Tract #3 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77, said Register's Office. This is also the same property described as Tract No. 5 in this prior deed, the said Tract No. 5 describing a tax deed from the State of Tennessee which was received by Grubbs in 1961 after the Grubbs prior purchase of the property from Jones in 1944, said tax deed clearing the title to the property regarding back taxes of Jones.

**Exclusion No. 1:**

**BEGINNING** at a point in the center of the Bethel and Eldorado Road, in line with a 4 X 4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block in all 385 feet to the beginning. This is the same property conveyed by Avis Grubbs et vir, to H.H. Minchey et ux at Deed Book 136, page 58, said Register's Office. Said

prior deed recites that this is a portion of the Clement Crawford property conveyed to Grubbs at Deed Book 100, page 75. Actually, said property may not contain any of the Crawford property, but substantially is a portion of the above 18.1 acre Gerald Jones property.

**Parcel No. 4**

**BEGINNING** at a point in the Bethel Road, corner to Melvin Grubbs and H.L. Shannon, thence north 88 degrees west 60.8 poles to a poplar tree, corner to Fate Webb in Lloyd Sloan's line; thence north ½ degrees west 27.3 poles to a stone, corner to H.L. Shannon in Sloan's line; thence south 88 degrees east 62 poles to a point in road, corner to said Shannon; thence with the road south 3 degrees west 27.3 poles to the beginning, containing 10.5 acres. Being the same property conveyed to Mrs. Avis Grubbs by Clement Crawford at Deed Book 100, page 73, said Register's Office, and also being the same as Tract #4 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77.

**Exclusion No. 1:**

**BEGINNING** at a concrete monument (old) in the westerly margin, 25 feet from the centerline of South Mt. Pleasant Road, the most southeast corner of this tract, and being a corner to Helen Wix (deed book 326, page 806); thence, leaving said road and with the line of said Wix, N. 89 deg. 36 min. 09 sec. W 286.73 feet to an iron pin (new) in the line of said Wix; thence, with a new line, N. 00 deg. 23 min. 51 sec. 406.48 feet to an iron pin (new); thence, S 82 deg. 56 min. 09 sec. E. 63.31 feet to a concrete monument (old), a corner of Elizabeth L. Byrne Fisher (deed book 173, page 371); thence, with the line of said Fisher, S. 82 deg. 42 min. 59 each. E. 56.37 feet to a point in the line of said Fisher, a corner to George Newcomb; thence, with said Newcomb, S 02 deg. 59 min. 48 sec. E. 109.42 feet to an iron pin (old); thence, continuing with said Newcomb, S. 81 deg. 00 min. 28 sec. E. 77.71 feet to a corner post in the line of said Newcomb, a corner to Oscar Torkelson (deed book 274, page 1073), thence, with said Torkelson, S.06 degrees 13 min. 21 sec. W. 104.56 feet to an iron pin (new); thence continuing with said Torkelson, S. 82 deg. 58 min. 55 sec. E. 113.63 feet to an iron pin (new) in the westerly margin of said South Mt. Pleasant Road; thence, with said road, S. 06 deg. 56 min. 00 sec. W. 155.42 feet to the beginning, containing 1.96 acres, more or less, as per survey of Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated July 25, 1994. Being the property conveyed to Charles Seay Crawford et ux, by Don Grubs at Deed Book 333, page 63, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** on a stake located 100 feet as measured south along the west margin of Bethel Road, this measurement being made from the northeast corner of a 10.5 acre tract of land conveyed to Avis Grubbs as hereinafter set forth, and out of which 10.5 acre tract this lot is a portion thereof, and from the point of beginning runs thence with the west margin of said road South 3 deg. W. 100 feet to a stake; thence North 88 deg. W. 100 feet to a stake; thence North 3 deg. E. 100 feet to a stake; thence South 88 deg. E. 100 feet to a stake and the point of beginning, and being the same property conveyed to Hoyte Phillips and wife, Norma Phillips by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 150, page 214, said Register's Office.



**Exclusion No. 3:**

**BEGINNING** at a four inch square concrete marker reinforced with steel driven in the ground, said beginning point being in the west margin or line of the Bethel Road and being approximately fourteen feet south 3 deg. West from the northeast corner of a tract of land sold and by deed conveyed to Avis Grubbs by Clement Crawford on June 28, 1945, said deed being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 100 at page 73 to which reference is here made; thence north 88 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 3 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 88 deg. East 100 feet to a four inch square concrete marker reinforced with steel driven in the ground, in the west margin or line of the Bethel Road; thence north 3 deg. East with the west margin or line of the Bethel Road to the point of beginning. Being the same property conveyed to George William Newcomb and wife, Mary Louise Newcomb by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 137, page 256, said Register's Office.

**Exclusion No.4:**

**BEGINNING** at an iron pin, the northwest corner of a tract of land which belongs to George W. Newcomb, having a deed reference in Deed Book 137, page 256, Register's Office for Robertson County, Tennessee, the northeast corner of this tract and continuing as follows; with a new line, N 83 deg. 26 min. 02" W. 129.15 feet to an iron pin; thence continuing with a new line, S 4 deg. 50 min. 00" E. 100.15 feet to an iron pin; thence continuing with a new line, S 82 deg. 50 min. 40" E. 105.70 feet to a concrete monument, the northwest corner of a tract of land which belongs to Fentress M. Myers, having a deed reference in Deed Book 183, page 410, Register's Office for Robertson County, Tennessee, and the southwest corner of said tract of land which belongs to George Newcomb; thence with the line of George W. Newcomb, N 8 deg. 40 min. 45" E. 99.33 feet to the point of beginning, containing 11,587 square feet as surveyed by Kessinger & Associates, dated February 4, 1981. Being the same property that was conveyed from Avis Grubbs to George Newcomb and wife, Louise Newcomb of record at Deed Book 252, page 190.

**Parcel No. 5**

**BEGINNING** at a stone in the Bethel Road, the southeast corner of the Bethel Church property and runs thence in an easterly direction with the Bethel-Hygeia road 34 rods and 5 feet to a point in Avis Grubbs' line; thence in a northerly direction with said Grubbs' line 20 rods and 8 feet to a stone in H.H. Morris' line; thence in a westerly direction with the said Morris line 34 rods and 12 feet to a stone; thence in a southerly direction with the line of Bethel Church property 14 rods and 9 feet to the beginning, containing 3½ acres, more or less, and being the same property as that conveyed to Mrs. Avis Grubs by deed from D.A. Jones and wife, Mrs. Nannie Belle Jones of record at Deed Book 93, page 259, said Register's Office.



**Tax Map 125/Part of Parcel 177 (1.88 acres)**

**Beginning** at an iron bar monument (new), in the northerly margin Bethel Road, the southwest corner of a tract of land which belongs to Judson Todd Williams, having a deed reference in Deed Book 319, Page 777, RORCT, the southeast corner of this tract, and continuing with the northerly margin of Bethel Road, as follows:

N 67°21'43" W, 135.87 feet to an iron pin (new);  
thence with a curve to the left, having a radius of 3152.28 feet, an arc distance of 57.88 feet, and a chord bearing and distance of N 67°53'16" W, 57.88 feet to iron pin (new);  
thence, N 68°24'50" W, 50.62 feet to an iron bar monument (new), in the northerly margin of Bethel Road;  
thence with a new line as follows:  
N 21°35'10" E, 214.62 feet to an iron bar monument (new);  
thence, S 76°59'56" E, 167.06 feet to an iron bar monument (new);  
thence, N 12°36'34" E, 61.46 feet to an iron bar monument (new);  
thence, S 80°32'22" E, 45.83 feet to a concrete monument (old), the northwest corner of a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 187, Page 435, RORCT;  
thence, S 06°19'17" W, 49.96 feet to a concrete monument (old), the southwest corner of said tract of land which belongs to Ollie Swift;  
thence, S 75°25'19" E, 115.81 feet to an iron bar monument (new), a common corner of said tract of land which belongs to Ollie Swift, and a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 319, Page 777, RORCT;  
thence, S 09°14'54" W, 194.64 feet to an iron bar monument (new), a common corner of said second mentioned tract of land which belongs to Ollie Swift, and said tract of land which belongs to Judson Todd Williams;  
thence, N 82°42'00" W, 137.00 feet to an iron bar monument (new), the northwest corner of said tract of land which belongs to Judson Todd Williams;  
thence, S 14°18'00" W, 55.34 feet, to the point of beginning, containing **1.88 Acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated March 14, 2011.

All of the above property being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., Trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, of record in Book 1442, Page 732, Register's Office for Robertson County, Tennessee.

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**NOTE:**

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A,  
BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS  
CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G.  
NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR  
ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED  
CONCURRENTLY HERewith.**



## Attachment 2

### ORDINANCE 96-293

#### **AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE.**

**BE IT ORDAINED BY THE Board of Commissioners of the City of Millersville, Tennessee:**

Section 1. Pursuant to authority conferred by Section 6-51-102, T.C.A., there is hereby annexed to the City of Millersville, Tennessee and incorporated within the corporate boundaries the following described territory:

Beginning at the point where the westerly right of way line of Mt. Pleasant Road meets the northerly right of way line of Bethel Road, as shown on Map No. 127, Robertson County, Tennessee, prepared by Tobin Rountrey, Inc., revised November 1995; thence, following the northerly right of way line of Bethel Road in a westerly direction to the point where said line intersects the southerly line of Parcel No. 57, as shown on Map No. 127; thence, following the southerly lines of Parcel Nos. 57, 81, 82, and 83, as shown on Map No. 127, in a westerly direction to the westerly line of Parcel No. 83; thence, following the westerly lines of parcel Nos. 83 and 80, as shown on Map No. 127, in a northerly direction to the southerly line of the aforesaid Parcel No. 57; thence, following the southerly lines of Parcel Nos. 57, 57.01, 51, 51.06, 51.03, 51.04, 51.02, 54.01, and 54, as shown on Map No. 127, in a westerly direction and continuing in a straight line to the easterly line of Parcel No. 48, as shown on Map No. 127; thence, following the easterly line of Parcel Nos. 48, 95, and 48.02, as shown on Map No. 127, in a southerly direction to the southerly line of Parcel No. 48.02; thence, following the southerly line of Parcel No. 48.02 in a westerly direction to the westerly line of Parcel Nos. 48.02; thence, following the westerly line of Parcel No. 48.02 in a northerly direction to the southerly line of Parcel No. 86.01, as shown on Map No. 127; thence, following the southerly line of Parcel No. 86.01 in a westerly direction to the westerly line of Parcel No. 86.01; thence, following the westerly line of Parcel No. 86.01 in a northerly direction to the northwesterly corner of Parcel No. 86.01; thence, in a straight line to the southwest corner of Parcel No. 47, as shown on Map No. 127; thence, following the westerly line of Parcel No. 47 in a northerly direction to the northerly line of Parcel No. 47; thence, following the northerly lines of Parcel Nos. 47 and 48.01 as shown on Map No. 127, in an easterly direction to the northeasterly corner of Parcel No. 48.01; thence, in a straight line to the northwesterly corner of Parcel No. 49, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 49 to the easterly line of Parcel No. 49; thence, in a southerly direction along the easterly lines of Parcel Nos. 49, 50 and 51.01 to the northerly line of Parcel No. 51.03, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 51.03 to the easterly line of Parcel No. 51.03; thence, in a southerly direction along the easterly line of Parcel No. 51.03 to the northerly line of Parcel No. 51.06; thence, in an easterly direction along the northerly lines of Parcel Nos. 51.06 and 51 to the westerly line of Parcel No. 57; thence, following the westerly line of Parcel No. 57 in a northerly direction to the northerly line of



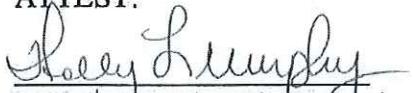
Parcel No. 57; thence, following the northerly line of Parcel No. 57 in an easterly and clockwise direction to the northerly line of Parcel No. 58.01, as shown on Map 127; thence, following the northerly lines of Parcel Nos. 58.01 and 58.02 in an easterly direction to the easterly line of Parcel No. 58.01; thence, in a straight line to the point where the easterly right of way line of Williams Road intersects the southerly line of Parcel No. 23.07, as shown on Map 127; thence, in a southerly direction along the easterly right of way line of Williams Road to the northerly line of Parcel No. 22.08, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel Nos. 22.08, 22.11, 22.12, 22.03 to the westerly line of E.C. Cavanah Subdivision, as shown on Map 127; thence, in a northerly direction along the westerly line of E.C. Cavanah Subdivision to the northerly line of said subdivision; thence, following the northerly line of said subdivision in an easterly direction to the easterly line of Parcel No. 59.01, as shown on Map 127; thence, in a straight line to the southerly line of Parcel No. 60, as shown on Map No. 127; thence, in a northerly direction along the westerly line of Parcel No. 60 to the northerly line of Parcel No. 60; thence, in an easterly direction along the northerly line of Parcel No. 60 to the easterly line of Parcel No. 60; thence, in a southerly direction along the easterly line of Parcel No. 60 to the southerly line of Parcel No. 62; thence, following the southerly line of Parcel No. 62 in an easterly direction to the westerly right of way of Mt. Pleasant Road; thence, in a southerly direction along the westerly right of way of Mt. Pleasant Road to the northerly line of Parcel No. 73; thence, following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning.

Section 2: This ordinance shall take effect on the earliest date allowed by law.

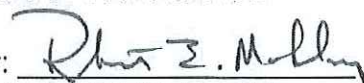
Passed First Reading 8/13/96

Passed Second Reading 8/27/96

ATTEST:

  
Holly L. Murphy, City Recorder

Board of Commissioners

By:   
Robert E. Mobley, Mayor



Attachment 3

*City of Millersville*

1246 Louisville Hwy.  
Millersville, TN 37072-3613

Mayor - Robert E. Mobley  
Vice Mayor - David McCoy  
City Manager - Eric Brangenberg

Commissioner Ray Crunk  
Commissioner Ray Hall  
Commissioner D. J. O'Donnell

Robertson County Assessor's Office  
Robertson County Office Building  
521 S. Brown Street  
Attn: Mr. Lynn Hagewood  
Springfield, Tennessee 37172

Dear Sir/Madam,

I am writing this to clarify some questions which you have brought to my attention. The questions involve the intent of the Millersville Board of Commissioners with regard to two of our annexation ordinances. Hopefully, the following will clarify any questions you may have:

Although the revision of Map 127, Robertson County used to write up Ordinance 96-293 indicates November 1995, the person writing up the ordinance was evidently looking at a revision dated earlier, because of some changes which have taken place. Bethel Baptist Church approached the City of Millersville requesting annexation of all their property in order to provide them with sewer service. That was the intent of the Board and it was thought that the eastern line of parcel #60 was the eastern line of their property. Since it has been brought to my attention that they have purchased another tract, identified as parcel # 75.01, I have researched the intent and determined that the following verbage would have accomplished the intent of the Board. Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning."

On Ordinance 96-292, the line on the map provided to your office was inadvertently drawn on the southern boundary of Map 128, Parcel No. 71, because of the

Parcel being on the edge of the map, divided between Map 128 and 127. The intent of the Board was to annex the area specified in the verbage of the Ordinance, including Parcel No. 71. The Board had been asked to annex the property around Bethel Baptist Church, Highland Rim Speedway and others and the intent was to annex all property connecting to Bethel Road on the northside of the road from the existing City Limits to the property which had requested to be annexed.

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,

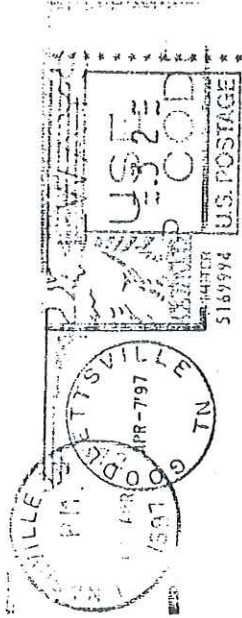
A handwritten signature in cursive script that reads "Michael D. Gorham".

Michael D. Gorham  
City Manager



*City of Millersville*

1246 Louisville Hwy.  
Millersville, TN 37072-3613



Robertson County Tax Assessor  
Robertson County Office Building  
521 S. Brown Street  
Attn: Mr. Lynn Hagedorn  
Springfield, Tennessee 37172

37172-2341 03



# City of Millersville

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1246 Louisville Hwy.  
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

February 26, 1999

Robertson County Assessor's Office  
521 S. Brown Street  
Attn: Mr. Lynn Hagewood  
Springfield, Tennessee 37172

Dear Lynn,

In my letter of April 1997, I made clerical changes to the language of Ordinance 96-293 to provide closure to the map which was provided to your office. It was my intent at that time and the intent of the Board when the annexation ordinance passed to exclude property which did not front on Bethel Road or had not requested to be annexed. Mr. Ollie Swift's property, Map 127, Parcel 73.01 was not intended to be included in that annexation. I have drafted another clerical change to the ordinance which I hope will resolve this issue. If there is any problem with this wording, please let me know.

Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the western edge of Parcel No. 73.01, thence, in a southerly direction to the northern line of Parcel 72 thence, following northern line of Parcel 72 to the westerly right of way line of S. Mt. Pleasant Road in a southerly direction to the point of beginning."

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,



Michael D. Gorham  
City Manager

cc: Mr. Ollie Swift, 2137 S. Mt. Pleasant Rd, Greenbrier, Tennessee 37073

**CITY OF MILLERSVILLE, TENNESSEE**

**A PLAN OF SERVICES FOR THE ANNEXATION OF A 26.00 AC +/- PORTION OF THE PARCEL KNOWN AS RC MAP 125, PARCEL 177.00 AND A PARCEL KNOWN AS RC MAP 125 PARCEL 085.00**

**WHEREAS**, 6-51-102 of *The Tennessee Code* requires that before a municipality may annex, the governing body shall adopt a plan of services establishing at least the services to be delivered and the projected timing of the services. The plan of services shall include, but not be limited to: police protection, fire protection, water service, electrical service, sanitary sewer service, solid waste collection, road and street construction and repair, recreational facilities and programs, street lighting, and zoning services. The plan may exclude those services provided by another public or private agency other than the City of Millersville, and

**WHEREAS**, the City of Millersville Municipal Planning Commission has reviewed this plan of services and recommended it be adopted by the Board of Commissioners of the City of Millersville, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MILLERSVILLE, TENNESSEE THAT:**

**SECTION 1.** Pursuant to the provisions of 6-51-102, *The Tennessee Code*, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

**A. Water**

Water service in this area is provided by the White House Utility District. There are water mains located along both Bethel Road and South Mount Pleasant Road. This utility is operated independent of the City.

**B. Sewer**

The area abuts the jurisdiction and city limits of the City of Millersville. Public sewer is available for connection with the existing system located along Bethel Road. The City has adequate sanitary sewer system capacity to serve a variety of uses for this proposed area.

**C. Stormwater**

Stormwater System Management for this area is provided by the City of Millersville and is included in its permitted Municipal Separate Storm Sewer System (MS4). Each property pays in individual fee for inclusion to the City's system. There will be no increase in expenses to the department.

**D. Electrical**

Electrical service is presently being served to the area by Cumberland Electric Membership Corporation and is operated independent of the City.



E. Fire

The City of Millersville operates a municipal fire department. Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water and distance from the fire station will be provided on the effective date of annexation. No new personnel or equipment will be needed.

F. Police

The City of Millersville operates a police department. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. No new personnel or equipment will be needed.

G. Recreation

The City of Millersville Parks and Recreation Department serves all areas and residents of the city. There will be no increase in expenses to serve this area.

H. Streets and Roads

The parcel, including the portion proposed for annexation, identified as RC Map 125 Parcel 177.00 fronts both South Mount Pleasant Road and Bethel Road. The property identified as RC Map 125 Parcel 085.00 fronts South Mount Pleasant Road. Bethel Road is a state highway and maintained by the state and is classified as an arterial road. South Mount Pleasant Rd. is currently maintained by Robertson County and is classified as a collector road. The roads appear to be in good condition and no improvement is needed in the immediate future.

I. Sanitation

Refuse collection is provided by the City of Millersville. Refuse collection is provided only for residential properties or uses. Each property pays an individual fee for this service.

J. Street Lighting and Traffic Signs

No additional signs would be required. Due to the fact that the annexation involves vacant lands, it is anticipated that no new streetlights would be installed in the immediate future.

K. Schools

The City does not maintain the school system. There will be no effect upon the school system as the property is already located within and served by Robertson County.

L. Building Inspection Services and Codes Enforcement

Any inspection services provided by the City of Millersville (building, plumbing, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. These services are predominantly used by new developments and construction. The cost of providing

these services is largely paid for through permit fees. The City enforces its adopted Code of Ordinances through its Codes Enforcement Office.

M. Planning and Zoning

Planning and subdivision regulations will be governed by the Millersville Municipal Planning Commission and the Board of Commissioners (as required) to the annexed parcels on the effective date of annexation. The Zoning jurisdiction of the City and designation of a Zoning District will be established for the annexed parcel within sixty (60) days of final reading of the annexation.

N. Tax Assessor

The impact of the annexation to the Tax Assessor would be minimal to none.

O. Municipal Court

The impact of the annexation to the Municipal Court would be minimal to none.

P. Animal Control

This service would continue to be provided by Robertson County.

Q. Cemetery

The City does not provide cemetery or burial services.

**SECTION 2.** These services shall become effective from and after adoption of the Resolution for Annexation Res 18-R-05B.



**City of Millersville  
Development Services**

**City Commission**

**Summary & Recommendation**

**Date:** September 18, 2018

**Reviewer:** Michael Barr, Development Services Director

**Subject:** First Reading of Ordinance 18-705 to rezone a portion of the parcel known as RC Map 125 Parcel 177.00 from Residential R-1 to Commercial C-1

**Background:** A 7.6 acre +/- portion of the subject parcel located within the city limits of Millersville is currently zoned Residential R-1. The property owner is requesting to rezone this portion to Commercial C-1. This portion of land is located near the intersection of and fronts both Bethel Road and South Mount Pleasant Road.

There are currently several Commercial C-1 zoned parcels and other parcels with commercial uses occurring adjacent to this parcel and in the vicinity of this intersection. The Commercial C-1 zoning designation is complimentary to commercial zoning and uses abutting this property and in the vicinity. This proposed rezoning aligns with the City's proposed Future Land Use Map and the vision for the future development of this area of the City.

There is an associated annexation of the remaining 26.0 acre +/- portion of this parcel with a proposed zoning designation of Residential R-5 in process at this time.

**Attachments:** Ordinance to Amend the Zoning Designation of the subject property  
Sketch Map of Vicinity with Zoning

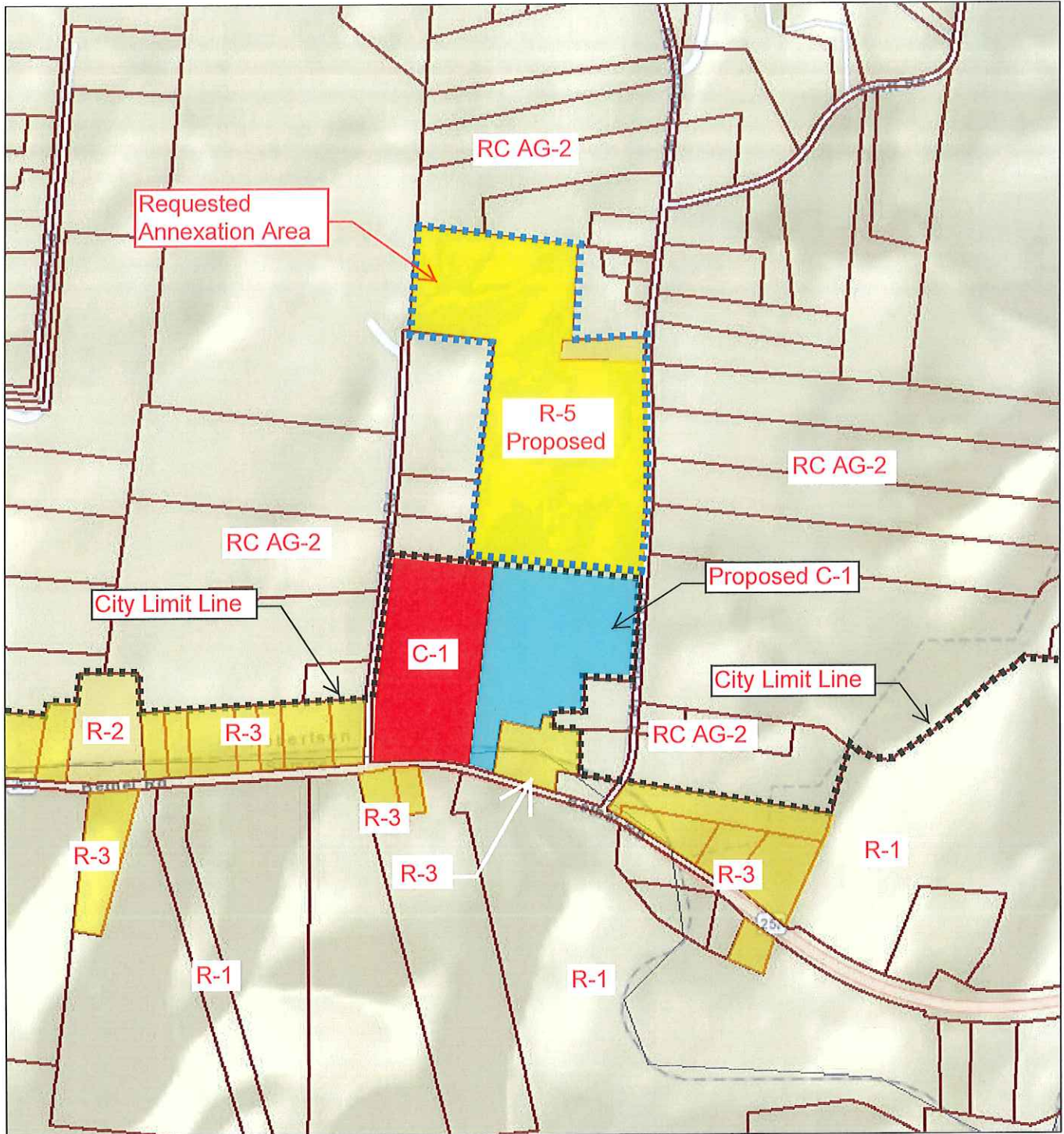
**Public Notice Sign Posted:** 15 days prior to Public Hearing

**Recommendation:** Approval by the City Commission to rezone a portion of Parcel 177.00 from Residential R-1 to Commercial C-1.

**Conditions, if any:** None.



## Robertson County - Parcel: 125 177.00 (Portion)



TN Comptroller - OLG  
State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

**CITY OF MILLERSVILLE, TENNESSEE**

**ORDINANCE 18-705**

**AN ORDINANCE TO REZONE A 7.6 ACRE PORTION OF A 33.6 ACRE PARCEL LOCATED NEAR THE INTERSECTION OF BETHEL ROAD AND SOUTH MOUNT PLEASANT ROAD, ROBERTSON COUNTY MAP 125 PARCEL 177.00, FROM RESIDENTIAL R-1 TO COMMERCIAL C-1; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, a 7.6 acre +/- portion of land located within the municipal limits of the City of Millersville, and identified as a portion of Robertson County Map 125 Parcel 177.00, is currently zoned Residential District R-1; and

**WHEREAS**, the owner of this parcel requests the City rezone said portion of this property to Commercial C-1; and

**WHEREAS**, the proposed zoning designation is complimentary to other zoning designations and uses in the vicinity; and

**WHEREAS**, it is in the City of Millersville's best interest to rezone this particular portion of the parcel to allow for the highest and best use; and

**WHEREAS**, the Planning Commission voted unanimously to recommend the rezoning of this parcel to Commercial C-1 on September 11, 2018.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the City of Millersville, Tennessee, that:

**SECTION 1.** The 7.6 acre portion of a parcel within the City of Millersville, Tennessee specifically identified as a portion of Robertson County Map 125 Parcel 177.00 is hereby rezoned from Residential R-1 to Commercial C-1. (Description of the respective portion of the parcel attached hereto as part of the Ordinance)

**SECTION 2.** All Ordinances or parts thereof in conflict herewith be and the same are hereby repealed.

**SECTION 3.** This Ordinance shall become effective immediately upon passage, the public welfare requiring it.

Passed First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Timothy F. Lassiter, Mayor

Attest:

By: \_\_\_\_\_  
Holly L. Murphy, City Recorder

Approved as to form and legality:

By: \_\_\_\_\_  
Robert G. Wheeler, Jr., City Attorney



A description for a portion of the property located on South Mount Pleasant Road and Bethel Road (RC Map 125 Parcel 177.00) as recorded in Robertson County Record Book 1443 Pages 630-641

A 7.6 acre +/- portion of land transferred unto Leann G. Barron by Quitclaim Deed, recorded in Robertson County Record Book 1443 Pages 630-641 (Attachment 1) and located within the municipal limits of the City of Millersville, as annexed by Ordinance 96-293 (Attachment 2) of which its legal description was corrected by two (2) letters to the Robertson County Assessor's Office from the City of Millersville, postmarked April 7, 1997 and dated & postmarked February 26, 1999 (Attachment 3). This portion of land being a part of the same property identified as Robertson County Map 125 Parcel 177.00.

# Attachment 1

<p><b>THIS DOCUMENT PREPARED BY:</b></p> <p><b>JEFFREY MOBLEY</b>          Howard &amp; Mobley, PLLC          2319 Crestmoor Road          Nashville, Tennessee 37215          (615) 627-4444</p>	<p>STATE OF TENNESSEE )          COUNTY OF DAVIDSON )</p>
	<p>The actual consideration for this transfer is \$-NONE-.</p>
	<p><i>Leann G. Barron</i>          Leann G. Barron, Affiant          Subscribed and sworn to before me this 26<sup>th</sup> day of          October, 2011.</p>
	<p>My Commission Expires JAN 7, 2013</p>

Address of new owner:

Send Tax Bills to: Map-Parcel Numbers:

Leann G. Barron  
 1600 Linden Avenue  
 Nashville, TN 37212

SAME

Map 125, Parcel 139

MAP 127 | PARCEL 62

MAP 125 | PARCELS 177+177.01+09000

## QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., (the "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of transferring their entire interests in the subject parcels of real property, hereby release, remise and quitclaim unto Leann G. Barron, her heirs, successors, and assigns, all right, title and interest of the Grantors in and to certain tracts or parcels of land in Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference. The subject realty is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

A new legal description was not prepared for this transaction. The legal descriptions are the same as the previous instruments of record.

Frankie Fletcher, Register  
 Robertson County Tennessee  
 Rec #: 209337 Instrument #: 243464  
 Rec'd: 60.00 Recorded  
 State: 0.00 12/19/2011 at 8:30 AM  
 Clerk: 0.00 in Record Book  
 Other: 2.00 1443  
 Total: 62.00 Pgs 630-641

The subject realty is not the usual place of residence of any of the Grantors or Grantee hereunder. The spouse of each Grantor joins in this conveyance for the purpose of conveying any interest in the subject property by virtue of his or her marriage to such Grantor.

WITNESS our hands this 4<sup>th</sup> <sup>November</sup> day of ~~October~~, 2011.

Donna G. Nelson  
Donna G. Nelson  
Russell L. Nelson  
Russell L. Nelson  
Leann G. Barron  
Leann G. Barron  
Jay Barron  
Jay Barron  
Don M. Grubbs, Jr.  
Don M. Grubbs, Jr.  
Carol Grubbs  
Carol Grubbs

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donna G. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires:

My Commission Expires JAN. 7, 2013

Julia C. Hunt  
Notary Public

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Russell L. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 28<sup>th</sup> day of October, 2011.

My Commission Expires:

My Commission Expires JAN. 7, 2013

Julia C. Hunt  
Notary Public

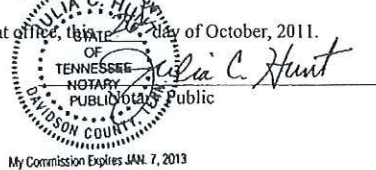


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leann G. Barron, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

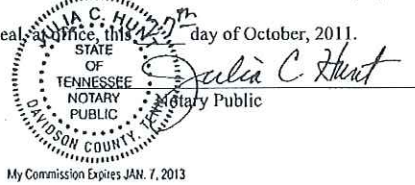


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jay Barron, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

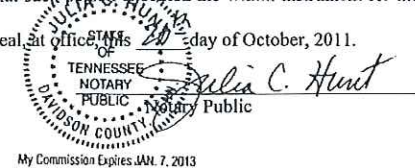


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Don Murry Grubbs, Jr., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26<sup>th</sup> day of October, 2011.

My Commission Expires: \_\_\_\_\_

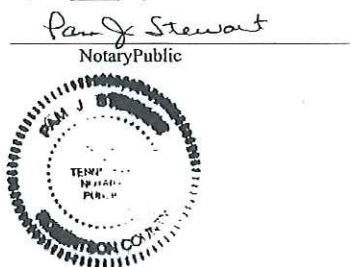


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )  
Robertson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carol Grubbs, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 4<sup>th</sup> day of November ~~October~~, 2011.

My Commission Expires: 12-2-2013



## EXHIBIT A

### Legal Descriptions

#### NOTE:

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HEREWITH.**

Kelly Willis Rd., Map 125, parcel 139, 13.19 acres (Millersville egg farm)

A tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, more particularly described as follows:

BEGINNING at the northwest corner of subject tract, a fence post in the line of the tract conveyed or to be conveyed to Joe Charles Harris, et ux by Vallie Katherine Williams, running thence South 3 deg. 30' West 537 feet, with fence line, to a point in the margin of Bethel to Greenbrier road, thence, with the northerly margin of said road, South 86 deg. East 1223.5 feet; thence with the margin of said road, South 77 deg. 45' East 300 feet; thence continuing with the northerly margin of said road, South 87 deg. 30' East 572 feet to a point, the beginning of a curve; thence around said curve in the road to the left, 25 feet to a point in the westerly margin of the Gideon Road, thence, with the westerly margin of Gideon Road, North 8 deg. 15' West 223 feet to a stake, thence, continuing with the westerly margin of said Gideon road North 400 feet to a stake in the margin of said road, said stake being southeast corner of the said Harris' tract heretofore referred to; thence North 89 deg. 18' West 927 feet, with said Harris, to the beginning containing 13.19 acres, more or less, including the road frontage to the center line of said roads to comply with description in deeds in said calculations.

Said premises is subject to easement of record in Land Mortgage Book 34, page 449, RORCT.

The above described property is part of the properties conveyed to Joyce Lovelace Grubbs from Joyce Lovelace Grubbs, Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., co-trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, by Marital Share Quitclaim Deed of record in Book 638, pages 58-65, Register's Office for Robertson County, Tennessee.

Don M. Grubbs, Sr., also known as Don Murry Grubbs, Sr., died on February 18, 1999.

Joyce L. Grubbs and Joyce Lovelace Grubbs are one and the same person.

Being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Grubbs Family, LLC, a Tennessee limited liability company, of record in Book 1442, Page 718, Register's Office for Robertson County, Tennessee.

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Map 127/Parcel 62  
Map 125/Parcels 177 & 177.01 & 09000

The below described property is that property described on the above Tax Map and Parcel Number. There is a deed from Don M. Grubbs et ux to Joyce L. Grubbs, Trustee, at Deed Book 340, page 75, said Register's Office, which is believed attempted to describe accurately the subject property certain additions, corrections, or notations are included herein to that prior deed in an effort to compile an accurate legal description.

**Parcel 1:**

**BEGINNING** at a point in the center of the Eldorado and Bethel Church Road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line; runs thence with said Morris' line south 89 degrees west 22.1 poles to a stone; thence south 1½ degrees east 21.1 poles to a point in the center of Bethel Church Road; thence with said Bethel Church road as follows; south 78 degrees east 15.6 poles; north 37 degrees east 11 poles; north 2 degrees east 15 poles to the beginning, containing 2.94 acres, more or less, as surveyed by J.R. Scott, County Surveyor of said County, on April 5, 1937. The above described property was conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones et al at Deed Book 91, page 477, said Register's Office. See the derivation for Tract No. 1 at Deed Book 340, page 75, for further derivations.

**Exclusion No. 1:**

**BEGINNING** at a concrete monument in the westerly margin of Eldorada Springs Road and being the most northeasterly corner of herein described tract, and the most southeasterly corner of Ollie Swift property (DB 187, pg 435, RORCT); thence S 01 deg. 51 min. 06 sec. W. 107.27 feet to a set iron pin; thence with a curve to the right (I=20°32'42", L=90.08', R=251.22') 90.08' to a set iron pin; thence now leaving the margin of said road with the line of Williams N 85 deg. 58 min. 3 sec. W 180.04 feet to a set iron pin said pin and line being agreed on by all adjoining property owners (Don Grubbs, Ollie Swift, and Todd Williams on 5/19-93); thence N 01 deg. 34 min. 38 sec. W 194.64 feet to a set iron pin; thence S 86 deg. 14 min. 06 sec. E. 214.30 feet to the point beginning, containing 0.91 acres, more or less according to a survey dated 5/11/93, by Tommy E. Walker, Tennessee License No. 1465. This is the property conveyed unto Trustees and Deacons of the Bethel Baptist Church by deed of record in Deed Book 331, page 694, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** at a point in the center of the Eldorada Springs and Bethel Church road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line, being the northeast corner of a tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and others on April 6, 1937, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 91, at Page No. 477; thence with said Morris' line south 89 deg. West 21.1 poles to a stone; thence south 1½ deg. East 3 poles to a point in the west line of said tract of land conveyed to Mrs. Avis C. Grubbs by Nannie D. Jones and other hereinbefore referred to; thence in an easterly direction about 21.1 poles to a point in the center of said Eldorada Springs and Bethel Church Road; thence north 2 deg. East with the center of said road 4 poles and 12 feet to the beginning, being the northerly portion of the tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and other hereinbefore mentioned. This being the property conveyed to David Hassell Jones et ux by Mrs. Avis C. Grubbs of record at Deed Book 93, page 190, said Register's Office.

**Exclusion No. 3:**

**BEGINNING** in the center of the Bethel-Hygeia Road, the N.E. corner of this tract and the S.E. corner of Avis Grubbs; thence in a northwesterly direction 9 poles and 8 feet to a stone; thence in a southwesterly direction about 8 poles and 9 feet to a stone; thence in a southerly direction about 5 poles to the center of the Bethel-Hygeia Road; thence following the center of said road, about 20 poles and 14 feet to the beginning, containing about one-half acre of land, being the southern portion of a tract of 2.96 acres sold and by deed conveyed to the undersigned Avis Grubbs by Nannie B. Jones about 1938, said deed being of record in the office of the Register for Robertson County, Tennessee, the land herein conveyed lying about 4½ miles east of Greenbrier, and being the same property conveyed to Samuel C. Mayes by deed from Avis Grubbs of record at Deed Book 97, page 304, said Register's Office.

Of the above three (3) exclusions from the 2.94 acre tract, exclusion No. 1 is designated in that Quitclaim Deed referenced at Deed Book 340, page 75. Exclusions 2 and 3 were not excluded in the prior deed from the 2.94 acre tract, should have been, and had been conveyed by Avis Grubbs, the mother of Don M. Grubbs, before his inheritance. In addition, the property in said deed conveyed to the Bethel Baptist Church, containing 1 .953 acres is not an exclusion from the 2.94 acre tract, but should be excluded from the 9 acre tract described below.

**Parcel No. 2**

**BEGINNING** at a point in the center of the Eldorada road, corner to Mrs. N.B. Jones, said beginning point being the southeast corner of a tract of land of 17.9 acres sold by deed conveyed to H.H. Morris and wife, Ruth Morris, by D.A. Jones and wife, Mrs. N.B. Jones, on March 24, 1937, which said deed is of record in the office of the Register's Office for Robertson County, Tennessee, in Deed Book 88, Page 54 to which reference is here made; thence south 89 deg. West about 48 poles running just north of a rail fence to the southeast corner of a 4 1/4 acre tract sold by deed conveyed by H.H. Morris and wife, Ruth Morris, to M.L. Webb and wife, Jetta Webb, on February 20, 1946, which said deed is of record in the office of the Register for Robertson County, Tennessee in Deed Book 101, page 100 to which reference is here made; thence north 4 deg. East with the east line of said 4 1/4 acre tract 31 poles to a stone, the northeast corner of said 4 1/4 acre tract and also the southeast corner of a tract of land sold and by deed conveyed to M.L. Webb and wife, Jetta Webb, by H.H. Harris and wife, Ruth Morris, on March 26, 1945, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book 99, page 119 to which reference is here made; thence south 86 deg. east with a north line of the said 17.9 acre tract above referred to 47 poles to a point in the center of Eldorado road, and a corner in J.S. Webb's line and a corner of said 17.9 acre tract; thence south 2 deg. west with said Eldorado road, 27.1 poles to the beginning, containing 9 acres more or less. This is the same property conveyed to Mrs. Avis Grubbs by H.H. Morris et ux at Deed Book 103, page 29, said Register's Office. Also, this is Tract 2 of the property conveyed at Deed Book 340, page 75, said Register's Office.

**Exclusion No. 1:**

**BEGINNING** at an iron rod on the northern margin of Bethel Road said point being the southeast corner of the property of the Trustees and Deacons of the Bethel Baptist Church and being the southwest corner of this tract; thence leaving said road margin with the line of the Church, N. 04 degrees 30' 00" E. 848.42 feet to an iron rod at the Church northeast property corner; thence leaving Church line with a new line, S. 85 degrees 30' 00" E. 100 feet to a



concrete monument; thence continuing with a new line S. 04 degrees 30' 00" W. 855.43 feet to a concrete monument on the northern margin of Bethel Road, passing through a reference concrete monument at 455.43 feet; thence with the northern margin of Bethel Road and a concaved curve, delta of 08 degrees 05' 55", radius of 709.82 feet, length of 100.33 feet, chord bearing of N. 81 degrees 29' 23" W. 100.24 feet to the point of beginning; containing 1.953 acres, more or less; as per survey by: R.L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, TN 37072, dated July 15, 1994. Being the same property as that conveyed to the Deacons of the Bethel Baptist Church at Deed Book 331, page 694, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** at a point in the center of the Eldorado Road, Ollie Swift's northeast corner and the southeast corner of this land, thence with the center of said road North 00 deg. 30' E. 150 feet to a point, a corner to Mrs. Avis Grubbs; thence with the line of Mrs. Grubbs as follows: North 89 deg. 00' W. 225 feet to a concrete marker; South 00 deg. 30' W. 150 feet to a concrete marker, a corner to said Mrs. Grubbs in the line of aforesaid Swift; thence with the line of said Swift South 89 deg. 00' E. 225 feet to the beginning, containing 0.77 acre, more or less, as surveyed by John R. Alley, County Surveyor of Robertson County, Tennessee, on May 12, 1966, and being a portion of the property conveyed to H.H. Morris and wife, Ruth Morris, to Avis Grubbs by deed of record in Deed Book 103, at page 29, in the Register's Office for Robertson County, Tennessee. Also from Avis Grubbs et vir, to Ollie S. Swift et ux of record at Deed Book 138, page 337, said Register's Office.

**Parcel No. 3**

**BEGINNING** in the center of the Ridgetop and Eldorado Springs Road, a corner to Herman Morris, and running thence north 87 degrees west 47 poles to a stone, a corner in said Herman Morris' line; thence north 3½ degrees east 65 poles to a stone, a corner to M. L. Webb in Clement Crawford's line; thence south 87 degrees east 39 poles to a point in the Ridgetop and Eldorado Springs Road, a corner to Clement Crawford; thence with said road as follows: South 10 degrees east 16 poles; south 4 degrees east 8 poles; south 2 degrees east 20 poles; south 2 degrees west 22 poles to the beginning, containing 18.1 acres, more or less. This is the same property conveyed to Mrs. Avis Grubbs by Gerald E. Jones et ux, at Deed Book 97, page 287. Being also the property conveyed as Tract #3 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77, said Register's Office. This is also the same property described as Tract No. 5 in this prior deed, the said Tract No. 5 describing a tax deed from the State of Tennessee which was received by Grubbs in 1961 after the Grubbs prior purchase of the property from Jones in 1944, said tax deed clearing the title to the property regarding back taxes of Jones.

**Exclusion No. 1:**

**BEGINNING** at a point in the center of the Bethel and Eldorado Road, in line with a 4 X 4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block in all 385 feet to the beginning. This is the same property conveyed by Avis Grubbs et vir, to H.H. Minchey et ux at Deed Book 136, page 58, said Register's Office. Said



prior deed recites that this is a portion of the Clement Crawford property conveyed to Grubbs at Deed Book 100, page 75. Actually, said property may not contain any of the Crawford property, but substantially is a portion of the above 18.1 acre Gerald Jones property.

**Parcel No. 4**

**BEGINNING** at a point in the Bethel Road, corner to Melvin Grubbs and H.L. Shannon, thence north 88 degrees west 60.8 poles to a poplar tree, corner to Fate Webb in Lloyd Sloan's line; thence north ½ degrees west 27.3 poles to a stone, corner to H.L. Shannon in Sloan's line; thence south 88 degrees east 62 poles to a point in road, corner to said Shannon; thence with the road south 3 degrees west 27.3 poles to the beginning, containing 10.5 acres. Being the same property conveyed to Mrs. Avis Grubbs by Clement Crawford at Deed Book 100, page 73, said Register's Office, and also being the same as Tract #4 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77.

**Exclusion No. 1:**

**BEGINNING** at a concrete monument (old) in the westerly margin, 25 feet from the centerline of South Mt. Pleasant Road, the most southeast corner of this tract, and being a corner to Helen Wix (deed book 326, page 806); thence, leaving said road and with the line of said Wix, N. 89 deg. 36 min. 09 sec. W 286.73 feet to an iron pin (new) in the line of said Wix; thence, with a new line, N. 00 deg. 23 min. 51 sec. 406.48 feet to an iron pin (new); thence, S 82 deg. 56 min. 09 sec. E. 63.31 feet to a concrete monument (old), a corner of Elizabeth L. Byrne Fisher (deed book 173, page 371); thence, with the line of said Fisher, S. 82 deg. 42 min. 59 each. E. 56.37 feet to a point in the line of said Fisher, a corner to George Newcomb; thence, with said Newcomb, S 02 deg. 59 min. 48 sec. E. 109.42 feet to an iron pin (old); thence, continuing with said Newcomb, S. 81 deg. 00 min. 28 sec. E. 77.71 feet to a corner post in the line of said Newcomb, a corner to Oscar Torkelson (deed book 274, page 1073), thence, with said Torkelson, S.06 degrees 13 min. 21 sec. W. 104.56 feet to an iron pin (new); thence continuing with said Torkelson, S. 82 deg. 58 min. 55 sec. E. 113.63 feet to an iron pin (new) in the westerly margin of said South Mt. Pleasant Road; thence, with said road, S. 06 deg. 56 min. 00 sec. W. 155.42 feet to the beginning, containing 1.96 acres, more or less, as per survey of Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated July 25, 1994. Being the property conveyed to Charles Seay Crawford et ux, by Don Grubs at Deed Book 333, page 63, said Register's Office.

**Exclusion No. 2:**

**BEGINNING** on a stake located 100 feet as measured south along the west margin of Bethel Road, this measurement being made from the northeast corner of a 10.5 acre tract of land conveyed to Avis Grubbs as hereinafter set forth, and out of which 10.5 acre tract this lot is a portion thereof, and from the point of beginning runs thence with the west margin of said road South 3 deg. W. 100 feet to a stake; thence North 88 deg. W. 100 feet to a stake; thence North 3 deg. E. 100 feet to a stake; thence South 88 deg. E. 100 feet to a stake and the point of beginning, and being the same property conveyed to Hoyte Phillips and wife, Norma Phillips by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 150, page 214, said Register's Office.

**Exclusion No. 3:**

**BEGINNING** at a four inch square concrete marker reinforced with steel driven in the ground, said beginning point being in the west margin or line of the Bethel Road and being approximately fourteen feet south 3 deg. West from the northeast corner of a tract of land sold and by deed conveyed to Avis Grubbs by Clement Crawford on June 28, 1945, said deed being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 100 at page 73 to which reference is here made; thence north 88 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 3 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 88 deg. East 100 feet to a four inch square concrete marker reinforced with steel driven in the ground, in the west margin or line of the Bethel Road; thence north 3 deg. East with the west margin or line of the Bethel Road to the point of beginning. Being the same property conveyed to George William Newcomb and wife, Mary Louise Newcomb by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 137, page 256, said Register's Office.

**Exclusion No.4:**

**BEGINNING** at an iron pin, the northwest corner of a tract of land which belongs to George W. Newcomb, having a deed reference in Deed Book 137, page 256, Register's Office for Robertson County, Tennessee, the northeast corner of this tract and continuing as follows; with a new line, N 83 deg. 26 min. 02" W. 129.15 feet to an iron pin; thence continuing with a new line, S 4 deg. 50 min. 00" E. 100.15 feet to an iron pin; thence continuing with a new line, S 82 deg. 50 min. 40" E. 105.70 feet to a concrete monument, the northwest corner of a tract of land which belongs to Fentress M. Myers, having a deed reference in Deed Book 183, page 410, Register's Office for Robertson County, Tennessee, and the southwest corner of said tract of land which belongs to George Newcomb; thence with the line of George W. Newcomb, N 8 deg. 40 min. 45" E. 99.33 feet to the point of beginning, containing 11,587 square feet as surveyed by Kessinger & Associates, dated February 4, 1981. Being the same property that was conveyed from Avis Grubbs to George Newcomb and wife, Louise Newcomb of record at Deed Book 252, page 190.

**Parcel No. 5**

**BEGINNING** at a stone in the Bethel Road, the southeast corner of the Bethel Church property and runs thence in an easterly direction with the Bethel-Hygeia road 34 rods and 5 feet to a point in Avis Grubbs' line; thence in a northerly direction with said Grubbs' line 20 rods and 8 feet to a stone in H.H. Morris' line; thence in a westerly direction with the said Morris line 34 rods and 12 feet to a stone; thence in a southerly direction with the line of Bethel Church property 14 rods and 9 feet to the beginning, containing 3 1/2 acres, more or less, and being the same property as that conveyed to Mrs. Avis Grubs by deed from D.A. Jones and wife, Mrs. Nannie Belle Jones of record at Deed Book 93, page 259, said Register's Office.

**Tax Map 125/Part of Parcel 177 (1.88 acres)**

**Beginning** at an iron bar monument (new), in the northerly margin Bethel Road, the southwest corner of a tract of land which belongs to Judson Todd Williams, having a deed reference in Deed Book 319, Page 777, RORCT, the southeast corner of this tract, and continuing with the northerly margin of Bethel Road, as follows:

N 67°21'43" W, 135.87 feet to an iron pin (new);

thence with a curve to the left, having a radius of 3152.28 feet, an arc distance of 57.88 feet, and a chord bearing and distance of N 67°53'16" W, 57.88 feet to iron pin (new);

thence, N 68°24'50" W, 50.62 feet to an iron bar monument (new), in the northerly margin of Bethel Road;

thence with a new line as follows:

N 21°35'10" E, 214.62 feet to an iron bar monument (new);

thence, S 76°59'56" E, 167.06 feet to an iron bar monument (new);

thence, N 12°36'34" E, 61.46 feet to an iron bar monument (new);

thence, S 80°32'22" E, 45.83 feet to a concrete monument (old), the northwest corner of a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 187, Page 435, RORCT;

thence, S 06°19'17" W, 49.96 feet to a concrete monument (old), the southwest corner of said tract of land which belongs to Ollie Swift;

thence, S 75°25'19" E, 115.81 feet to an iron bar monument (new), a common corner of said tract of land which belongs to Ollie Swift, and a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 319, Page 777, RORCT;

thence, S 09°14'54" W, 194.64 feet to an iron bar monument (new), a common corner of said second mentioned tract of land which belongs to Ollie Swift, and said tract of land which belongs to Judson Todd Williams;

thence, N 82°42'00" W, 137.00 feet to an iron bar monument (new), the northwest corner of said tract of land which belongs to Judson Todd Williams;

thence, S 14°18'00" W, 55.34 feet, to the point of beginning, containing **1.88 Acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated March 14, 2011.

All of the above property being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., Trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, of record in Book 1442, Page 732, Register's Office for Robertson County, Tennessee.

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**NOTE:**

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HEREWITH.**

## Attachment 2

### ORDINANCE 96-293

#### **AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE.**

**BE IT ORDAINED BY THE Board of Commissioners of the City of Millersville, Tennessee:**

Section 1. Pursuant to authority conferred by Section 6-51-102, T.C.A., there is hereby annexed to the City of Millersville, Tennessee and incorporated within the corporate boundaries the following described territory:

Beginning at the point where the westerly right of way line of Mt. Pleasant Road meets the northerly right of way line of Bethel Road, as shown on Map No. 127, Robertson County, Tennessee, prepared by Tobin Rountrey, Inc., revised November 1995; thence, following the northerly right of way line of Bethel Road in a westerly direction to the point where said line intersects the southerly line of Parcel No. 57, as shown on Map No. 127; thence, following the southerly lines of Parcel Nos. 57, 81, 82, and 83, as shown on Map No. 127, in a westerly direction to the westerly line of Parcel No. 83; thence, following the westerly lines of parcel Nos. 83 and 80, as shown on Map No. 127, in a northerly direction to the southerly line of the aforesaid Parcel No. 57; thence, following the southerly lines of Parcel Nos. 57, 57.01, 51, 51.06, 51.03, 51.04, 51.02, 54.01, and 54, as shown on Map No. 127, in a westerly direction and continuing in a straight line to the easterly line of Parcel No. 48, as shown on Map No. 127; thence, following the easterly line of Parcel Nos. 48, 95, and 48.02, as shown on Map No. 127, in a southerly direction to the southerly line of Parcel No. 48.02; thence, following the southerly line of Parcel No. 48.02 in a westerly direction to the westerly line of Parcel Nos. 48.02; thence, following the westerly line of Parcel No. 48.02 in a northerly direction to the southerly line of Parcel No. 86.01, as shown on Map No. 127; thence, following the southerly line of Parcel No. 86.01 in a westerly direction to the westerly line of Parcel No. 86.01; thence, following the westerly line of Parcel No. 86.01 in a northerly direction to the northwesterly corner of Parcel No. 86.01; thence, in a straight line to the southwest corner of Parcel No. 47, as shown on Map No. 127; thence, following the westerly line of Parcel No. 47 in a northerly direction to the northerly line of Parcel No. 47; thence, following the northerly lines of Parcel Nos. 47 and 48.01 as shown on Map No. 127, in an easterly direction to the northeasterly corner of Parcel No. 48.01; thence, in a straight line to the northwesterly corner of Parcel No. 49, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 49 to the easterly line of Parcel No. 49; thence, in a southerly direction along the easterly lines of Parcel Nos. 49, 50 and 51.01 to the northerly line of Parcel No. 51.03, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 51.03 to the easterly line of Parcel No. 51.03; thence, in a southerly direction along the easterly line of Parcel No. 51.03 to the northerly line of Parcel No. 51.06; thence, in an easterly direction along the northerly lines of Parcel Nos. 51.06 and 51 to the westerly line of Parcel No. 57; thence, following the westerly line of Parcel No. 57 in a northerly direction to the northerly line of

Parcel No. 57; thence, following the northerly line of Parcel No. 57 in an easterly and clockwise direction to the northerly line of Parcel No. 58.01, as shown on Map 127; thence, following the northerly lines of Parcel Nos. 58.01 and 58.02 in an easterly direction to the easterly line of Parcel No. 58.01; thence, in a straight line to the point where the easterly right of way line of Williams Road intersects the southerly line of Parcel No. 23.07, as shown on Map 127; thence, in a southerly direction along the easterly right of way line of Williams Road to the northerly line of Parcel No. 22.08, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel Nos. 22.08, 22.11, 22.12, 22.03 to the westerly line of E.C. Cavanah Subdivision, as shown on Map 127; thence, in a northerly direction along the westerly line of E.C. Cavanah Subdivision to the northerly line of said subdivision; thence, following the northerly line of said subdivision in an easterly direction to the easterly line of Parcel No. 59.01, as shown on Map 127; thence, in a straight line to the southerly line of Parcel No. 60, as shown on Map No. 127; thence, in a northerly direction along the westerly line of Parcel No. 60 to the northerly line of Parcel No. 60; thence, in an easterly direction along the northerly line of Parcel No. 60 to the easterly line of Parcel No. 60; thence, in a southerly direction along the easterly line of Parcel No. 60 to the southerly line of Parcel No. 62; thence, following the southerly line of Parcel No. 62 in an easterly direction to the westerly right of way of Mt. Pleasant Road; thence, in a southerly direction along the westerly right of way of Mt. Pleasant Road to the northerly line of Parcel No. 73; thence, following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning.

Section 2: This ordinance shall take effect on the earliest date allowed by law.

Passed First Reading 8/13/96

Passed Second Reading 8/27/96

ATTEST:

Holly L. Murphy  
Holly L. Murphy, City Recorder

Board of Commissioners

By: Robert E. Mobley  
Robert E. Mobley, Mayor



Attachment 3

*City of Millersville*

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1246 Louisville Hwy.  
Millersville, TN 37072-3613

Mayor - Robert E. Mobley  
Vice Mayor - David McCoy  
City Manager - Eric Brangenberg

Commissioner Ray Crunk  
Commissioner Ray Hall  
Commissioner D. J. O'Donnell

Robertson County Assessor's Office  
Robertson County Office Building  
521 S. Brown Street  
Attn: Mr. Lynn Hagewood  
Springfield, Tennessee 37172

Dear Sir/Madam,

I am writing this to clarify some questions which you have brought to my attention. The questions involve the intent of the Millersville Board of Commissioners with regard to two of our annexation ordinances. Hopefully, the following will clarify any questions you may have:

Although the revision of Map 127, Robertson County used to write up Ordinance 96-293 indicates November 1995, the person writing up the ordinance was evidently looking at a revision dated earlier, because of some changes which have taken place. Bethel Baptist Church approached the City of Millersville requesting annexation of all their property in order to provide them with sewer service. That was the intent of the Board and it was thought that the eastern line of parcel #60 was the eastern line of their property. Since it has been brought to my attention that they have purchased another tract, identified as parcel # 75.01, I have researched the intent and determined that the following verbage would have accomplished the intent of the Board. Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning."

On Ordinance 96-292, the line on the map provided to your office was inadvertently drawn on the southern boundary of Map 128, Parcel No. 71, because of the

Parcel being on the edge of the map, divided between Map 128 and 127. The intent of the Board was to annex the area specified in the verbage of the Ordinance, including Parcel No. 71. The Board had been asked to annex the property around Bethel Baptist Church, Highland Rim Speedway and others and the intent was to annex all property connecting to Bethel Road on the northside of the road from the existing City Limits to the property which had requested to be annexed.

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

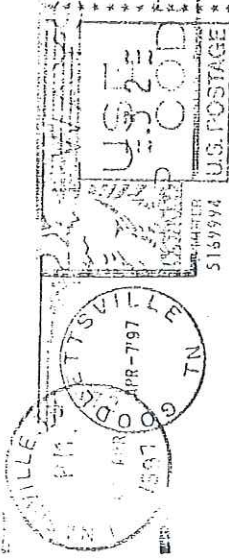
Sincerely,

A handwritten signature in cursive script that reads "Michael D. Gorham".

Michael D. Gorham  
City Manager

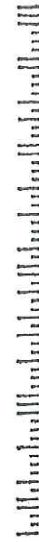
*City of Millersville*

1246 Louisville Hwy.  
Millersville, TN 37072-3613



Robertson County Tax Assessor  
Robertson County Office Building  
521 S. Brown Street  
Attn: Mr. Lynn Hagewood  
Springfield, Tennessee 37172

37172-2341 05





# City of Millersville

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1246 Louisville Hwy.  
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

February 26, 1999

Robertson County Assessor's Office  
521 S. Brown Street  
Attn: Mr. Lynn Hagewood  
Springfield, Tennessee 37172

Dear Lynn,

In my letter of April 1997, I made clerical changes to the language of Ordinance 96-293 to provide closure to the map which was provided to your office. It was my intent at that time and the intent of the Board when the annexation ordinance passed to exclude property which did not front on Bethel Road or had not requested to be annexed. Mr. Ollie Swift's property, Map 127, Parcel 73.01 was not intended to be included in that annexation. I have drafted another clerical change to the ordinance which I hope will resolve this issue. If there is any problem with this wording, please let me know.

Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the western edge of Parcel No. 73.01, thence, in a southerly direction to the northern line of Parcel 72 thence, following northern line of Parcel 72 to the westerly right of way line of S. Mt. Pleasant Road in a southerly direction to the point of beginning."

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,



Michael D. Gorham  
City Manager

cc: Mr. Ollie Swift, 2137 S. Mt. Pleasant Rd, Greenbrier, Tennessee 37073

City of Millersville

1246 Louisville Hwy.  
Millersville, TN 37072-3613



Robertson County Assessors Office  
521 S. Brown Street  
Attn: Lynn Stagerwood  
Springfield, TN 37172

37172+2341



September 11, 2018

Mr. Michael Barr  
City of Millersville  
1246 Louisville Highway  
Millersville, TN 37072

RE: **Proposal to Provide Engineering Services Relating to the City of Millersville's 2019 Transportation Alternatives Program Grant Application**

Dear Mr. Barr:

Orchard, Hiltz, and McCliment, Inc. (OHM Advisors) appreciates the opportunity to provide assistance with the City of Millersville's grant application for the 2019 TDOT Transportation Alternatives Program.

#### **SCOPE AND UNDERSTANDING**

Below are the key tasks that OHM Advisors will perform:

1. Prepare draft grant application and submit to the City of Millersville for review and comment. Application will follow requirements per 2019 TAP updates. Application development will include the following tasks:
  - a. Develop proposal narrative outlining project description, project purpose and need, project status, system linkage, economic impacts, land use, safety impacts, and right-of-way status
  - b. Create visual exhibit of proposed project limits, proposed roadway section and streetscapes
  - c. Provide budgetary estimate of project using TDOT line item numbers
  - d. Describe current and proposed investment of public funds
2. Finalize grant application per City comments and assist City staff with submittal to TDOT before the October 3, 2018 deadline.

#### **FEES, SCHEDULE & TERMS**

OHM Advisors will perform items 1 and 2 listed above on a lump sum basis totaling \$6,500. OHM will not exceed this amount without written authorization from the City. OHM will perform other services related to the application process as requested by the City per the attached hourly rate schedule.

OHM will begin work immediately upon receipt of the executed agreement. All scope items will be completed by October 3, 2018, including submittal of the grant application to TDOT.

This work will be performed under OHM's Standard Terms and Conditions, which are attached to this letter. Should you require further information or have any questions, please contact us at (615)649-5264.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink that reads "Robert Pelosi".

Robert Pelosi, PE  
Project Manager

Encl: Standard Terms & Conditions

#### **OHM Advisors**

209 10TH AVENUE SOUTH, SUITE 116  
NASHVILLE, TENNESSEE 37203

T 615.649.5264  
F 615.649.0035

OHM-Advisors.com





**CITY OF MILLERSVILLE**  
**Proposal of Professional Services – 2019 TAP Grant Application**

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

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

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

Date: \_\_\_\_\_

**OHM Advisors**

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2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

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5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may

be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

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7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves



of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

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14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.





## OHM ADVISORS 2018 TENNESSEE HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$175.00
Professional Engineer III/Architect III	\$155.00
Professional Engineer II/Architect II	\$140.00
Professional Engineer I/Architect I	\$130.00
Graduate Engineer IV	\$135.00
Graduate Engineer III	\$128.00
Graduate Engineer II	\$120.00
Graduate Engineer I	\$110.00
Graduate Architect III/Landscape Architect III	\$122.00
Graduate Architect II/Landscape Architect II	\$112.00
Graduate Architect I/Landscape Architect I	\$104.00
Technician IV	\$130.00
Technician III	\$110.00
Technician II	\$100.00
Technician I	\$80.00
Engineering/Architectural Aide	\$60.00
Professional Surveyor III	\$150.00
Professional Surveyor II	\$137.00
Professional Surveyor I	\$125.00
Graduate Surveyor	\$110.00
Surveyor III	\$105.00
Surveyor II	\$90.00
Surveyor I	\$75.00
Surveyor Aide	\$60.00
Planner IV	\$155.00
Planner III	\$135.00
Planner II	\$120.00
Planner I	\$80.00
Planner Aide	\$60.00
Graphic Designer	\$105.00
Data Base Developer	\$185.00
Administrative Support	\$75.00
Clerical Aide	\$50.00
Principal	\$210.00
Sr. Associate	\$190.00
Associate	\$180.00
2-Man Survey Crew w/Equipment	\$160.00
1-Man Survey Crew w/Equipment	\$113.00
Drone Crew	\$165.00

Rates as reflected subject to review and adjustment on an annual basis.

ARCHITECTS. ENGINEERS. PLANNERS.



August 29, 2018

Ms. Holly Murphy  
Interim City Manager  
City of Millersville  
1246 Louisville Highway  
Millersville, TN 37072

RE: Gravity Sewer Rehabilitation – Bid Results  
OHM Project ID: 0058160020

Dear Ms. Murphy:

On August 28, 2018, three (3) bids for the above-referenced project were received. Listed below are the three lowest bids. A copy of the bid tabulation has been provided for your reference.

CONTRACTOR	BID AMOUNT
<b>Bobby Luttrell and Sons, LLC</b>	<b>\$237,579.50</b>
SBW Constructors, LLC	\$307,463.30
Gulf Coast Underground, LLC	\$338,400.00

As requested, we have reviewed the qualifications and references of the lowest bidder; Bobby Luttrell and Sons, LLC. Based on the information we received, we found them capable to perform the work involved with the construction of this project. Based on our findings, we recommend that the City consider awarding this contract to Bobby Luttrell and Sons, LLC for \$237,579.50, per the unit prices bid for the project.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink that reads "Matthew S. Brown". The signature is written in a cursive style and is positioned above a horizontal line.

Matthew Brown, PE  
Project Engineer

Encl: Bid Tabulation

BID TABULATION

CITY OF MILLERSVILLE, TENNESSEE  
GRAVITY SEWER REHABILITATION - REHABILITATION PHASE  
STATE ID: WP 18-0538  
OHM PROJECT ID: 0058160020

BID DATE: TUESDAY, AUGUST 28TH, 2018 AT 2:00 P.M.

ITEM	DESCRIPTION	QTY	UNIT	Gulf Coast Underground, LLC		SSW Constructors, LLC		Bobby Luttrell and Sons, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Pre-Lining Heavy Cleaning	1	LF	\$ 100.00	\$ 100.00	\$ 6.30	\$ 6.30	\$ 4.50	\$ 4.50
2	CIP Lining of Existing 15-inch sewer	576	LF	\$ 125.00	\$ 72,000.00	\$ 120.00	\$ 69,120.00	\$ 90.00	\$ 51,840.00
3	CIP Lining of Existing 8-inch sewer	763	LF	\$ 100.00	\$ 76,300.00	\$ 84.00	\$ 64,092.00	\$ 35.00	\$ 26,705.00
4	Manhole Rehabilitation by spray liner	63	VF	\$ 400.00	\$ 25,200.00	\$ 550.00	\$ 34,650.00	\$ 330.00	\$ 20,790.00
5	Rehabilitate Service Connections	26	EA	\$ 2,200.00	\$ 57,200.00	\$ 3,900.00	\$ 101,400.00	\$ 3,500.00	\$ 91,000.00
6	Obstruction Removal by Remote Device	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 450.00	\$ 2,700.00	\$ 290.00	\$ 1,740.00
7	Point Repair to Mainline Sewer by Open Cut Method	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 15,000.00	\$ 15,000.00
8	Point Repair to Mainline Sewer by Packer Injection Grouting Method	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 3,615.00	\$ 10,845.00	\$ 3,500.00	\$ 10,500.00
9	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 18,850.00	\$ 18,850.00	\$ 20,000.00	\$ 20,000.00
				<b>TOTAL</b>	<b>\$ 338,400.00</b>	<b>TOTAL</b>	<b>\$ 307,463.30</b>	<b>TOTAL</b>	<b>\$ 237,579.50</b>

I do hereby certify this to be a true and correct representation of the bids



8/29/2018

Matthew Brown, P.E.  
Project Engineer

OHM Advisors  
209 10TH AVENUE SOUTH SUITE 116  
NASHVILLE TENNESSEE 37203  
T 615 649 5264  
F 615 649 0035  
OHM-ADVISORS.COM







ARCHITECTS. ENGINEERS. PLANNERS.

August 13, 2018

Mr. Michael Barr  
City of Millersville  
1246 Louisville Highway  
Millersville, Tennessee 37072

RE: **Proposal for Engineering Services – Gravity Sewer Rehabilitation CEI**  
**OHM Job ID 0058160020**

Dear Mr. Barr,

OHM Advisors (OHM) is pleased to submit our proposal to the City of Millersville for construction management and construction engineering inspection (CEI) services relating to the Gravity Sewer Rehabilitation project.

- **Scope and Deliverables** – A detailed statement of understanding and scope of services is attached.
- **Proposed Schedule** – OHM will begin work upon issuance of Notice of Award to the awarded contractor. It is anticipated this scope commence on September 10<sup>th</sup> 2018, and will be completed by December 31<sup>st</sup>, 2018.
- **Proposed Fee** – We propose to perform this scope on an hourly basis not to exceed fifty-one thousand dollars (\$51,000). Hourly rates will be per the attached rate schedule.
- **Terms of Service** – This work will be performed under OHM's Standard Terms and Conditions, which are attached to this proposal.
- **Authorization** – Should you find this agreement acceptable, please sign one copy of this letter and return to OHM.

Feel free to contact us if you have any questions or need any additional information regarding this proposal.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink that reads "Robert Pelosi".

Robert Pelosi, P.E.  
Project Manager

Encl: OHM Standard Terms & Conditions

**AUTHORIZED BY:**  
City of Millersville

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



## **PROJECT UNDERSTANDING**

The City of Millersville and OHM Advisors will receive qualified bids for the Gravity Sewer Rehabilitation project on August 28<sup>th</sup>, 2018. This project will include installation and testing of approximately 1,340 LF of cured-in-place sewer pipe, approximately 63 vertical feet of manhole rehabilitation by spray liner, rehabilitation of 26 sewer service connections by injection grouting method, removal of 6 obstructions by remote device, 1 point repair of mainline sewer by open-cut method, and 3 point repairs to mainline sewer by injection grouting method. The City of Millersville requests a proposal for construction management and construction engineering inspection services in regards to this project.

## **SCOPE OF SERVICES**

OHM proposes to perform Construction Management services for the Gravity Sewer Rehabilitation project including, but not limited to, the following tasks:

- Participate in preconstruction meeting and present the technical aspects of the work
- Participate in monthly construction progress meetings
- Respond to requests for information from the construction contractor
- Review – in compliance with the contractual time or contractor schedule durations:
  - Shop drawings
  - Contractor submittals
  - Equipment Data
  - Vendor/contractor project construction designs
  - Claims and variations, where they may have potential impact on the design
  - Prepare record drawings, incorporating red-line information provided by contractor

OHM proposes to perform Construction Engineering and Inspection (CEI) services for the Gravity Sewer Rehabilitation project including, but not limited to, the following tasks:

- Perform on-site inspection as deemed necessary by the project at no less than weekly intervals
- Maintain records of material quantities and compare to original estimates
- Ensure materials meet manufacturer and industry specifications
- Ensure construction methods adhere to contract specifications
- Assist with contract changes
- Quality control and quality assurance
- Communication with construction manager
- Documentation



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9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves



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