

OWNER 1: UNITED DOMINION REALTY, L.P.
OWNER 2:
TAX MAP: 079
PARCEL: 83.00
TRACT: 1

This Instrument Was Prepared By:
City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065

AGREEMENT FOR DEDICATION OF EASEMENT
WATSON BRANCH SEWER IMPROVEMENTS
COF Contract 2015-0260

For and in consideration of ONE HUNDRED SEVENTY FIVE Dollars (\$175.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, UNITED DOMINION REALTY, L.P., its successors and assigns ("Grantor") does hereby grant unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns ("Grantee"), a non-exclusive easement for an underground sewer line (the "Easement") located within the property owned by Grantor located at 3750 Carothers Parkway, Franklin, TN 37067 (the "Property") in the area more particularly shown by words, figures, signs, and symbols, on attached **Exhibit A**, which is made a part hereof (the "Easement Area").

The Easement includes the right of Grantee, its servants and agents to construct, operate, maintain, repair, replace and inspect infrastructure and improvements in connection with the underground sewer line (the "Improvements") within the Easement Area.

Grantor hereby covenants with Grantee, that Grantor is lawfully seized and possessed of said Easement Area and has a good right to make this grant.

The Easement Area may be used by Grantor for any lawful purpose or purposes desired after the construction of all the aforescribed improvements, provided, in the reasonable judgment of Grantee, said use or uses do not destroy, weaken or damage the Improvements or interfere with the operation or maintenance thereof. Grantee hereby covenants that upon completion of any work in connection with the Improvements it will restore the Property to its original condition, or near thereto as is reasonably possible, including, without limitation, the replacement of the fence and any other structures currently located on the Property. Grantee shall be responsible, and Grantor does not waive any claim, for damage in any manner for the negligence of any agent, representative or contractor for Grantee, during any work in connection with any of the Improvements. All work by Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Grantee shall be responsible for obtaining all applicable permits.

Exhibit A includes a Temporary Construction Easement which includes the right of Grantee, its servants and agents to use the Temporary Construction Easement Area solely in connection with the construction of the Improvements. Upon completion of the construction of the Improvements, the Temporary Construction Easement shall be abandoned.

WITNESS my/our hand(s), this 12th day of July, 2016.

UNITED DOMINION REALTY, L.P.,
a Delaware limited partnership

CITY OF FRANKLIN, TENNESSEE

By: UDR, INC.,
a Maryland corporation, its General Partner

By: Eric S. Stuckey
Eric S. Stuckey, City Administrator



Harry G. Alcock, Senior Vice President

PAGE 1 OF 2

**RECORDING STAMP
ON BACK PAGE**

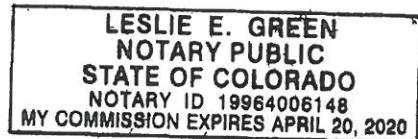
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to before me, in my presence, by Harry G. Alcock, who is personally known to me and who executed the within instrument in his authorized capacity of Senior Vice President of UDR, Inc., the General Partner of United Dominion Realty, L.P, this 12th day of July, 2016.

Witness my hand and official seal.

Leslie Green

Leslie E. Green, Notary Public



State of Tennessee)
)ss
County of Williamson)

Personally appeared before me, the undersigned, a Notary Public of said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledge that he or she executed the within instrument for the purposes therein contained, and who further acknowledge that he or she is the City Administrator of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this 20 day of July, 2016

NOTARY PUBLIC My Commission Expires: 2/28/20



TRACT 1

PERMANENT EASEMENT

A 15-foot permanent easement, as shown in the attached drawing, being adjacent and parallel to the northerly boundary of the existing 25-foot permanent easement, the northerly boundary of which is more particularly described as follows:

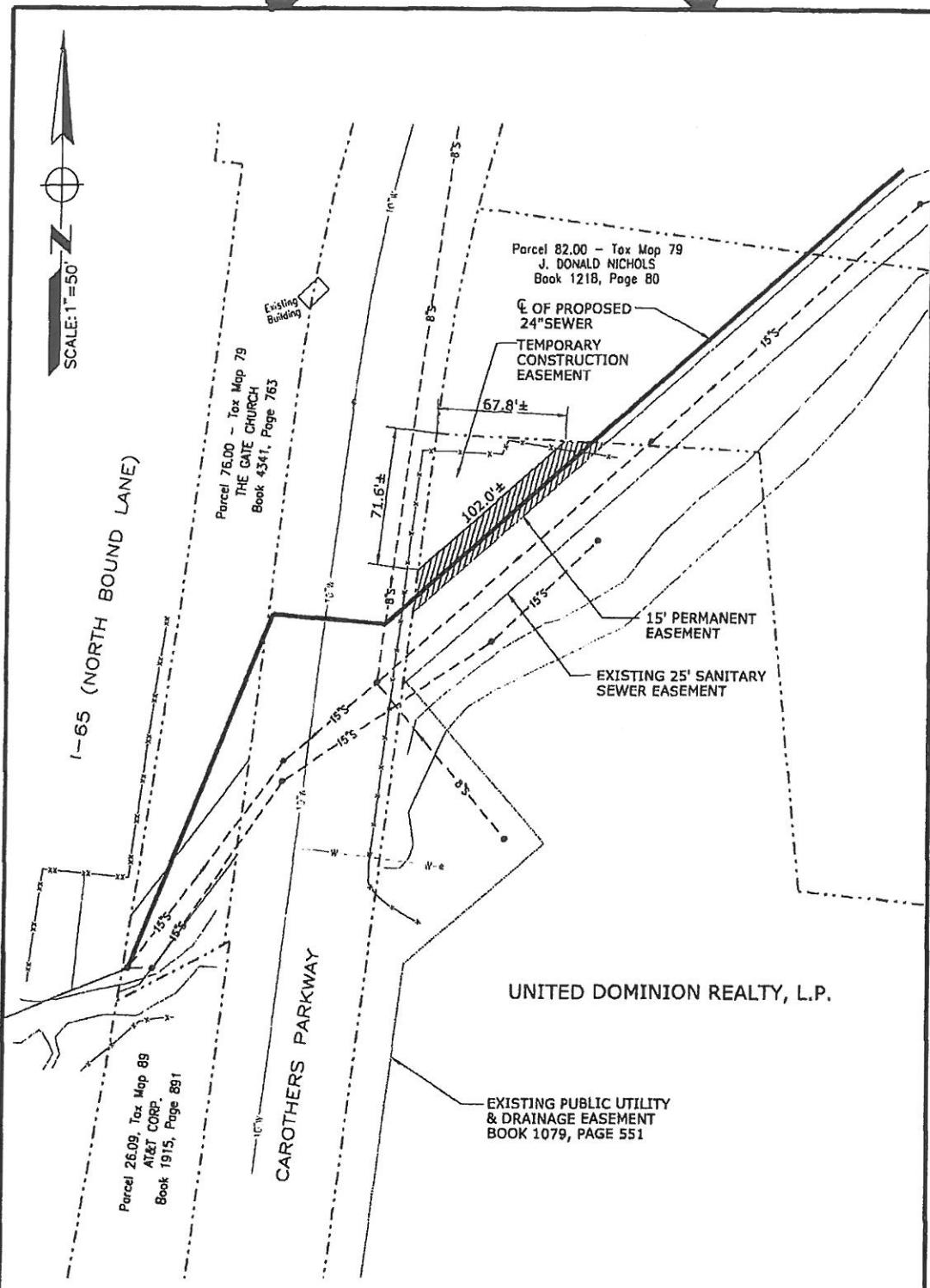
Beginning at a point on the westerly boundary of subject property, said point being the R.O.W. of Carothers Parkway, said point also being ± 71.6 feet, more or less, southwesterly of the northwest corner of subject property;

THENCE, in a northeasterly direction ± 102.0 feet, more or less, to a point on the northerly boundary of subject property, said point being ± 67.8 feet, more or less, southeasterly of the northwest corner of subject property. The total area contained within the easement is $\pm 1,772$ square feet or ± 0.04 acres.

Exhibit A

TEMPORARY EASEMENT

A triangular shaped temporary construction easement being adjacent to the northerly boundary of the permanent easement is included and shall remain in effect until the completion of construction. The total area contained within the easement is $\pm 2,412$ square feet or ± 0.06 acres.



UNITED DOMINION REALTY, L.P.
TAX MAP 79, PARCEL 83.00
DEED BOOK 1350, PAGE 525
(R.O.W.C., TN.)

CITY OF FRANKLIN
TENNESSEE
DR. KEN MOORE
MAYOR
ERIC S. STUCKEY
ADMINISTRATOR
109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TENNESSEE 37065

DRAWING PREPARED BY:



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Seckman
Reid, Inc.

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