

AMENDMENT NO. 1
AGREEMENT FOR GOOSE CREEK SANITARY SEWER EXTENSION
FROM WEST OF I-65 TO EAST OF I-65
COF CONTRACT NO 2014-0051

This *AMENDMENT* is made and entered into on this, the _____ day of _____, 2014, by and between the *CITY OF FRANKLIN, TENNESSEE* (“*City*”) and *HPT TA PROPERTIES TRUST* (“*Property Owner*”) who mutually agree as follows:

WITNESSETH:

WHEREAS, the *City* and the *Property Owner* entered into an *Agreement*, dated May 27, 2014, to extend sanitary sewer service from the west of I-65 to the east of I-65 (the “*Project*”); and

WHEREAS, the *City* and the *Property Owner* desire to modify the *Agreement* to include these additional terms.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Exhibit A and Exhibit B shall be replaced with the Revised Exhibit A and Revised Exhibit B and shall be incorporated into this *Agreement* and made a part thereof.
3. The Agreement is hereby amended to delete the following text noted with a ~~strikethrough~~; to add the following text noted in **bold**; and is approved to read as follows:

WHEREAS, the estimated costs for completion of (i) Line 1 is approximately ~~Eight Hundred Eighty-Three Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$883,775.00)~~ **Six Hundred Seventy-Six Thousand Four Hundred Eight and No/100 Dollars (\$676,408.00)**, (ii) Lines 2 and 4 are approximately ~~Six Hundred Thirty-Five Thousand One Hundred Three and No/100 Dollars (\$635,103.00)~~ **Eight Hundred Thirty-Seven Thousand Six Hundred Five and No/100 Dollars (\$837,605.00)** and (iii) Line 3 is approximately ~~Eighty-Nine Thousand Seven Hundred Sixty and No/100 Dollars (\$89,760.00)~~ **One Hundred Ninety-Three Thousand Six Hundred Sixty-Six and No/100 Dollars (\$193,666.00)**, as shown in Revised Exhibit B, attached hereto and made a part hereof.

13. ~~There shall be no recovery or offset agreements associated with the construction of this Project.~~ **The *Property Owner* and *City* agree that the *Property Owner* shall be eligible for reimbursement for the Sanitary Sewer Access Fees at the time the *Property Owner* connects to the public sanitary sewer collection system and such reimbursement shall not exceed the *Property Owners* proportionate share of Line 1 as shown on Revised Exhibit A.**

14. All other provisions of the Agreement dated October 9, 2007, Amendment No 1 Dated March 22, 2010, and Amendment No 2 dated October 26, 2010, are unchanged and remain in full force and effect.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2014.

WITNESS our hands on the dates as indicated.

DEVELOPER

HPT TA Properties Trust
A Maryland real estate investment trust

By: _____
Print Name: _____
Title: _____
Date: _____

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MADDLESEX)

Before me, the undersigned Notary Public of said County and State, personally appeared, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of HPT TA PROPERTIES TRUST, a Maryland real estate investment trust, and that he as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by himself as _____.

WITNESS, my hand and seal on this the _____ day of _____, 2014.

Notary Public
My Commission expires: _____

CITY
CITY OF FRANKLIN, TENNESSEE

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainer, a municipality, and that as such the Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

WITNESS, my hand and seal on this the _____ day of _____, 2014.

Notary Public
My Commission expires: _____

APPROVED AS TO FORM:

By: _____
Shauna R. Billingsley, City Attorney