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|---------------------------------------|--------|
| 6 PGS:AL-EASEMENT                     |        |
| 603161                                |        |
| <b>07/11/2019 - 10:35 AM</b>          |        |
| BATCH                                 | 603161 |
| MORTGAGE TAX                          | 0.00   |
| TRANSFER TAX                          | 0.00   |
| RECORDING FEE                         | 30.00  |
| DP FEE                                | 2.00   |
| REGISTER'S FEE                        | 0.00   |
| TOTAL AMOUNT                          | 32.00  |
| STATE OF TENNESSEE, WILLIAMSON COUNTY |        |
| <b>SHERY ANDERSON</b>                 |        |
| REGISTER OF DEEDS                     |        |

Pick Up

This instrument prepared by:  
Kay B. Housch, Esq. BPR#010995  
Suite 310, 222 Second Avenue North  
Nashville, TN 37201

**TEMPORARY ACCESS AND PERMANENT CROSS-ACCESS EASEMENT AGREEMENT**

COF Contract No. 2018-0080

Map & Parcel  
079-10119

THIS TEMPORARY ACCESS AND PERMANENT CROSS-ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 8th day of May, 2018, by and between **Franklin Investment Holdings, LLC, a Tennessee limited liability company** (herein "Holdings"), and **The City of Franklin, Tennessee** (herein "City").

**WITNESSETH:**

WHEREAS, the State of Tennessee, by and through the Department of Transportation, has plans to abandon that portion of Riverside Drive in Franklin, Williamson County, Tennessee, running from the easterly extension of the northerly line of Lot No. 32 on the plan of Watson Glen Subdivision Section 2 Revision 1 Resubdivision of Lot 31, of record in Plat Book P 62, page 45, Register's Office of Williamson County, Tennessee, to the northerly margin of Oak Meadows Boulevard, and between the westerly line of Interstate 65 Right of Way and the easterly line of Lot No. 32 on the plan of Watson Glen Subdivision Section 2 Revision 1 Resubdivision of Lot 31, of record in Plat Book P 62, page 45, Register's Office of Williamson County, Tennessee (hereinafter, the "Abandoned ROW"); and

WHEREAS, the City has the first right of refusal to the Abandoned ROW; and

WHEREAS, the City will agree to waive its first right of refusal to the Abandoned ROW so that Holdings may acquire the Abandoned ROW in exchange for a Permanent Cross-Access easement as set forth in this Agreement; and

WHEREAS, specifically, it is a condition of the conveyance of the Abandoned ROW to Holdings, that Holdings grant to the City of Franklin a twenty (20) foot easement for access along a portion of the Abandoned ROW until such time as Holdings has dedicated a public cross-access easement and road to the City of Franklin across Lot No. 32 on the plan of Watson Glen Subdivision Section 2 Revision 1 Resubdivision of Lot 31, of record in Plat Book P 62, page 45, Register's Office of Williamson County, Tennessee (hereinafter "Holdings Adjoining Property"), and/or the Abandoned ROW, which public cross-access easement and road will connect Riverside Drive and Oak Meadows Boulevard; and

WHEREAS, Holdings has agreed to grant to City a temporary twenty (20) foot easement for access along a portion of the Abandoned ROW until such time as Holdings has dedicated a public cross-access easement and road to the City of Franklin across Holdings

Adjoining Property and /or the Abandoned ROW, connecting Riverside Drive and Oak Meadows Boulevard; and

WHEREAS, specifically, it is a condition that as Holdings develops the adjacent property to the Abandoned ROW, Holdings will file a plat and development plan setting forth the cross-access easement dedicated for the public use.

NOW, THEREFORE, in consideration of the premises, the mutual promises and benefits hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Establishment of Temporary 20' Access Easement.

(a) Holdings hereby grants to City, subject to the terms and conditions contained in this Agreement, a non-exclusive temporary 20' easement (the "Access Easement") for pedestrian and vehicular ingress and egress (but not parking) over, upon and across a portion of the Abandoned ROW, being twenty (20) feet in width and running parallel with the easterly line of the Abandoned ROW described in that deed from the State of Tennessee to Holdings recorded in Book 117, Page 403, Register's Office of Williamson County, Tennessee (the "Temporary Access Easement Area"), such easement being for the benefit of the City of Franklin. The Access Easement shall be a temporary easement and shall automatically terminate at such time as Holdings has dedicated a road to the City of Franklin connecting Riverside Drive and Oak Meadows Boulevard across the Holdings Adjoining Property and/or the Abandoned ROW, and the same is accepted by the City of Franklin, Tennessee as a public roadway.

(b) Holdings retains for itself as owner of the Access Easement Area and its successors-in-title to the Access Easement Area the right to use and enjoy the Access Easement Area and the right to grant, bargain, sell and convey or reserve other easements (whether similar to the access easement granted, created and established over the Access Easement Area pursuant to this Section 1 or not) over the Access Easement Area, provided that such use and such easements shall not unreasonably interfere with the access easement granted, created and established over the Access Easement Area pursuant to this Section 1 and shall not result in any obstruction of access over the Access Easement Area (whether by curbing, parking spaces, other improvements or otherwise).

2. Construction and Maintenance. The City, at its expense, shall be entitled to construct a temporary roadway on the Access Easement Area; provided, however, the Access Easement Area may be used for access in its current condition. Upon commencement of construction of a temporary roadway on the Temporary Access Easement Area, such construction shall be diligently and continuously pursued to completion and shall be performed in a good and workmanlike manner. Once a temporary roadway has been constructed, the City, at its own expense, shall maintain and keep in good repair or cause to be maintained and kept in good repair the temporary roadway on the Access Easement Area so that the same will, at all times, be kept and maintained in good order and repair and present a clean, well-kept appearance. Such construction and maintenance shall fully comply with all applicable laws, rules

and regulations and with the permits for such construction issued by the applicable governmental authorities.

3. Permanent Cross-Access Easement. Holdings shall include in its development plan, site plan and plat, a cross-access easement in a yet to be determined location and width, which shall be open to the public and connect Riverside Drive on the north to Oak Meadows Drive on the south.

4. Covenants Run With the Land; Limitation on Liability. Each covenant and undertaking in this Agreement shall run with the land.

5. Conditions to Grant. This Agreement does not convey any real property except for the limited rights, privileges and easement set forth herein. No easements, rights or interests in real property shall be created by this Agreement except for the express easement and other rights specifically and expressly set forth in this Agreement.

6. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision hereof. No amendment to this Agreement and no waiver of any right hereunder shall be binding unless such amendment or waiver is in writing and signed by the City and Holdings. No failure of the City or Holdings to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms herewith, shall constitute a waiver of said right or power, or of the right of the City or Holdings to demand exact compliance with the terms hereof.

7. No Partnership. Nothing contained herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between or among the City and Holdings.

8. Attorneys' Fees. In the event the City or Holdings files suit to enforce the performance of or obtain damages caused by a default under any of the terms of this Agreement, the party against whom a judgment is rendered shall pay the reasonable attorneys' fees of the party obtaining such judgment.

9. Entire Agreement. This Agreement contains the entire agreement of the parties hereto regarding the subject matter of this Agreement. There are no other agreements, oral or written, between the parties regarding the subject matter of this Agreement.

10. No Third Party Rights. Except as expressly provided herein, the provisions of this Agreement shall not entitle any party not a signatory of this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

11. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

12. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Tennessee. Venue shall be in a court of appropriate jurisdiction in Williamson County, Tennessee.

13. No Drafting Presumption. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed or constructed against the party who was drafted or caused this Agreement to be drafted.

14. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

15. Pronouns. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association or other business arrangement.


16. Multiple Counterparts. This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one of the parties hereto, and some different counterparts or copies executed by other party. Each counterpart or copy hereof executed by either party hereto shall be binding upon the party executing same even though the other party may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument.

[signatures begin on following page]



Executed this 8 day of July, 2018.


FRANKLIN INVESTMENT HOLDINGS, LLC, a  
Tennessee limited liability company

By:   
Title: President

STATE OF TENNESSEE )  
COUNTY OF Sumner )

Before me, Bob Goodall, the undersigned, a Notary Public in and for the  
County and State aforesaid, 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 FRANKLIN INVESTMENT  
HOLDINGS, LLC, the within named bargainer, a Tennessee limited liability company, and that  
he as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the limited liability company by himself  
as such \_\_\_\_\_.

WITNESS my hand and seal at office in Gallatin, Tennessee, this the 8 day  
of July, ~~2018~~: 2019

  
Notary Public  
My Commission Expires:  
4/21/2020



[signatures continued on following page]

Executed this 22<sup>nd</sup> day of May, 2018.

CITY OF FRANKLIN, TENNESSEE

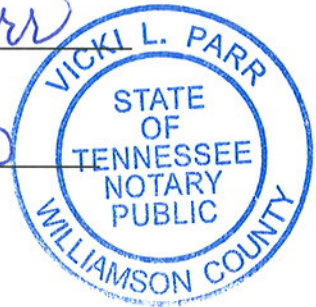
By: Eric S. Stuckey  
Its: CITY ADMINISTRATOR

STATE OF TENNESSEE )  
COUNTY OF Williamson )

Before me, Vicki Parr, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eric S. Stuckey 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 Mayor of the City of Franklin, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Mayor.

WITNESS my hand and seal at office in Franklin, Tennessee, this the 22 day of May, 2018.

Vicki Parr  
Notary Public  
My Commission Expires: 2-23-20



Approved as to form:

Shauna R. Billingsley  
Shauna R. Billingsley, City Attorney