

OWNER 1: Franklin Iron Wood Retail Partners
OWNER 2: Madison Brookside Cary JV Member LLC
TAX MAP: 79
PARCEL: 92.02
TRACT:

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

**AGREEMENT FOR DEDICATION OF EASEMENT
WATER MAIN EASEMENT
COF Contract 2016-0029**

For and in consideration of _____ One _____ Dollars,
in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is
hereby acknowledged, Franklin Iron Wood Retail Partners and Madison Brookside Cary JV Member LLC does hereby grant,
bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and
assigns forever, a permanent easement all of which is more particularly shown by words, figures, signs
and symbols on attached **Exhibit A**, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to
construct, operate, maintain, repair, replace and inspect infrastructure and improvements within the limits
of the aforescribed permanent Water Main Easement.

To have and to hold said easement to the City of Franklin, Tennessee, its successors and
assigns forever. I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully
seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land
as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or
purposes desired after the construction of all the aforescribed improvements, provided, in the opinion of
the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the above
mentioned improvements or interfere with the operation or maintenance thereof. The City of Franklin,
Tennessee hereby covenants that upon completion of construction it will restore the hereinabove
described property to its original condition, or near thereto as is reasonably possible. I/We do not waive
any claim for damage in any manner for the negligence of any agent, representative or contractor for the
City of Franklin, Tennessee, during the construction of any of the aforesaid improvements. I/We do
further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever
defend the right of the grantee to the foregoing easement against the claims of all person whomsoever.

If **Exhibit A** includes a Temporary Construction Easement and/or Temporary Slope Easement,
then this conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to
construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon
completion of the construction all Temporary Slope and Temporary Construction Easements shall be
abandoned.

I/We do hereby covenant with said City of Franklin, Tennessee, that I/we are lawfully seized and
possessed of said land in fee simple and have a good right to make this conveyance.

WITNESS my/our hand(s), this _____ day of _____, 20_____.

(Signature)

(Printed Name)

(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainor, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey

ERIC S. STUCKEY
CITY ADMINISTRATOR

STATE OF TENNESSEE
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 27 day of February, 2017.

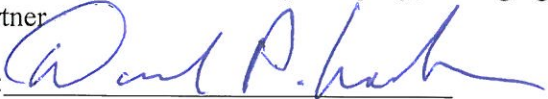


Vicki L. Parr
NOTARY PUBLIC

My Commission Expires: 2/23/2020

FRANKLIN IRON WOOD RETAIL PARTNERS, a
Tennessee general partnership

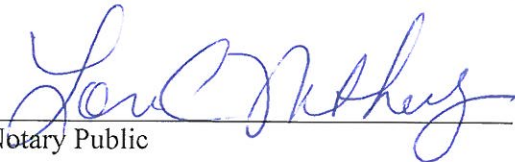
By: BPI Crabtree Family Investments, LLC
a Tennessee limited liability company, Managing
Partner

By: 
David. P. Crabtree, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

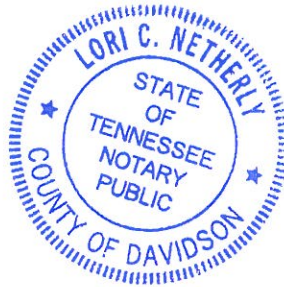
Before me, Lori C. Netherly, the undersigned, a Notary Public in and for the
County and State aforesaid, personally appeared David P. Crabtree, with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be
the President of BPI Crabtree Family Investments, LLC, a Tennessee limited liability company, which is
the Managing Partner of Franklin Iron Wood Retail Partners, the within named bargainor, a Tennessee
general partnership, and that he as such President, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the company by himself as such
President, as Managing Partner of the bargainor.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 21st day of
February, 2017.


Notary Public

My Commission Expires:

7/3/17



IN WITNESS WHEREOF, the Co-Tenants have executed this Agreement as of the day first above written.

MADISON BROOKSIDE CARY JV MEMBER, LLC, a
Delaware limited liability company

By: *William M. Warfield*
William M. Warfield, Managing Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, *Jan Bachus*, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William M. Warfield, 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 Managing Member of MADISON BROOKSIDE CARY JV MEMBER, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Managing Member, 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 Managing Member of the bargainor.

WITNESS my hand and seal at office in Nashville, Tennessee, this the *20* day of *February*, 2017.

Jan Bachus
Notary Public

My Commission Expires:

3/7/17

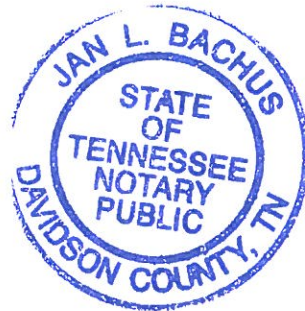


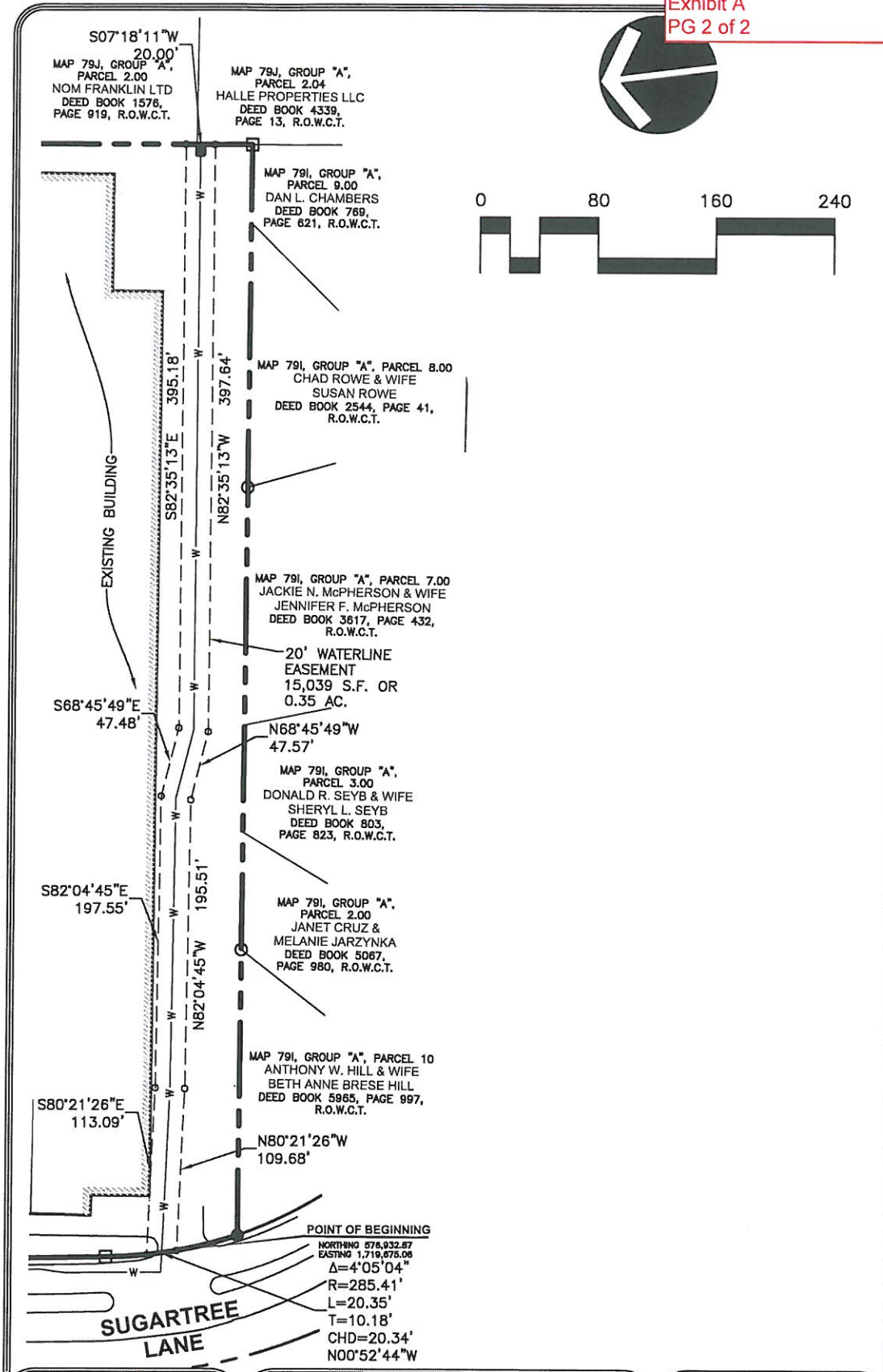
EXHIBIT "A"

MAP: 79, PARCEL: 92.02
WATER MAIN EASEMENT

BEING A 20' WATERLINE EASEMENT IN THE 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF FRANKLIN, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 92.02 AS SHOWN ON WILLIAMSON COUNTY PROPERTY TAX MAP NUMBER 79. BEING BOUNDED ON THE WEST BY RIGHT-OF-WAY (R/W) OF SUGARTREE LANE (80' PUBLIC R/W), ON THE NORTH AND SOUTH BY THE REMAINDER OF PARCEL 92.02, MAPLES CENTER PARTNERS, LLC OF RECORD IN DEED BOOK 5796, PAGE 569, (R.O.R.W.T.), AND ON THE EAST BY THE HALLE PROPERTIES, LLC OF RECORD IN DEED BOOK 4339, PAGE 13, (R.O.W.C.T.) AND THE NOM FRANKLIN LTD. PROPERTY OF RECORD IN DEED BOOK 1576, PAGE 919, (R.O.W.C.T.) SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE EASTERLY R/W MARGIN OF SUGARTREE LANE BEING THE SOUTHWEST CORNER OF THE EASEMENT HEREIN DESCRIBED, HAVING A NORTHING OF 576,932.87 AND AN EASTING OF 1,719,675.06 (NAD83); THENCE WITH THE SAID R/W MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 285.41 FEET, A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 04 SECONDS, AN ARC LENGTH OF 20.35 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 52 MINUTES 44 SECONDS WEST 20.34 FEET TO A POINT; THENCE LEAVING THE SAID ROAD SOUTH 80 DEGREES 21 MINUTES 26 SECONDS EAST, 113.09 FEET TO A POINT; THENCE SOUTH 82 DEGREES 04 MINUTES 45 SECONDS EAST, 197.55 FEET TO A POINT; THENCE SOUTH 68 DEGREES 45 MINUTES 49 SECONDS EAST, 47.48 FEET TO A POINT; THENCE SOUTH 82 DEGREES 35 MINUTES 13 SECONDS EAST, 395.18 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID NOM FRANKLIN LTD PROPERTY; THENCE SOUTH 07 DEGREES 18 MINUTES 11 SECONDS WEST, 20.00 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID HALLE PROPERTIES, LLC PROPERTY; THENCE, NORTH 82 DEGREES 35 MINUTES 13 SECONDS WEST, 397.64 FEET TO A POINT; THENCE NORTH 68 DEGREES 45 MINUTES 49 SECONDS WEST 47.57 FEET TO A POINT; THENCE NORTH 82 DEGREES 04 MINUTES 45 SECONDS WEST, 195.51 FEET TO A POINT; THENCE NORTH 80 DEGREES 21 MINUTES 26 SECONDS WEST 109.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,039 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.



DATE: SEPTEMBER 1, 2015
APPROVED BY: DBC
DRAWN: BKB
SCALE: 1"=80'
JOB NO. WK. ORDER
14051 9940

WATERLINE EASEMENT
FOR
THE MAPLES
BROOKSIDE PROPERTIES

9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

RAGAN SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
NASHVILLE 215 W. OGDEN STREET
NASHVILLE, TN 37204
615.244.1011
CHATTANOOGA 1810 CHERRY STREET
CHATTANOOGA, TN 37404
615.244.1011