

OWNER 1: Crescent Lockwood MF, LLC, a Delaware limited liability company  
 OWNER 2: n/a  
 TAX MAP: 089  
 PARCEL: 048.01 (portion)  
 TRACT:

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

# AGREEMENT FOR DEDICATION OF EASEMENT

## COF Contract

For and in consideration of Ten Dollars (\$10.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, CRESCENT LOCKWOOD MF, LLC, a Delaware limited liability company, 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-1 and Exhibit A-2**, which are 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 Sanitary Sewer 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.

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 17<sup>th</sup> day of November, 2016.

CRESCENT LOCKWOOD MF, LLC, a Delaware limited liability company

By: Crescent Lockwood Joint Venture Member, LLC, a Delaware limited liability company, its Managing Member

By: Crescent Lockwood Member, LLC, a Delaware limited liability company, its Managing Member

By: Crescent Communities, LLC, a Georgia limited liability company, its Manager

By: Jason LaBonte, its Senior Vice-President

BK: 7045 PG: 925-931  
 17013504

7 PGS:AL-EASEMENT	
484840	
04/07/2017 - 11:20 AM	
BATCH	484840
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
 REGISTER OF DEEDS

STATE OF North Carolina  
COUNTY OF Mecklenburg

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Jason LaBonte, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Senior Vice-President of Crescent Communities, LLC, the Manager of Crescent Lockwood Member, LLC, the Managing Member of Crescent Lockwood Joint Venture Member, LLC, the Managing Member 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 17<sup>th</sup> day of November, 2016



Patricia R. Amos  
NOTARY PUBLIC  
My Commission Expires: May 19, 2020

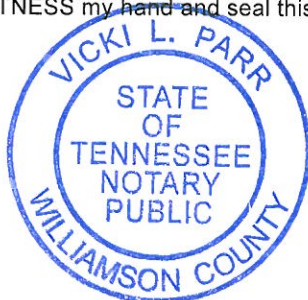
CITY OF FRANKLIN:

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 March, 2017



Vicki L. Parr  
NOTARY PUBLIC  
My Commission Expires: 2-23-20

**APPROVED AS TO FORM**

By: Shauna R. Billingsley  
Title: City Attorney



## CONSENT AND SUBORDINATION OF LENDER

The undersigned, PINNACLE BANK, a Tennessee banking corporation, as the Beneficiary under that certain (1) Deed of Trust, Assignment of Leases and Security Agreement from Crescent Lockwood MF, LLC, a Delaware limited liability company, as Grantor, to Pinnacle Bank, a Tennessee banking corporation, as Beneficiary, dated November 21, 2016, recorded in Records of Williamson County, Tennessee in Book 6946, Page 335 (the "*Deed of Trust*"), and encumbering the property of Crescent Lockwood MF, LLC referred in the within and foregoing Sanitary Sewer Easement in favor of the City of Franklin, Tennessee (the "*Easement Agreement*"), hereby consents to the within and foregoing Easement Agreement, and agrees that a foreclosure of its Security Deed shall be subject to the within and foregoing Easement Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination of Lender as of the 22nd day of December, 2016.

PINNACLE BANK, a Tennessee banking corporation

By: [Signature]

Name: TYLER MUESCH

Title: SVP

State of TN )  
County of Davidson )

Personally appeared before me, the undersigned, a Notary Public of said County and State, the within named Tyler Muesch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the SVP of Pinnacle Bank, a Tennessee banking corporation and is authorized to execute this Consent and Subordination of Lender on behalf of the maker.

Witness my hand, at Office, this 22nd day of December, 2016.

[Signature]  
Notary Public

My commission expires: 03-10-19



My Comm. Expires  
Mar. 10, 2019

EXHIBIT "A-1"

Being situated in Williamson County, Tennessee, across property being shown on Tax Map 089, as a portion of Parcel 48.01, and is currently known as a portion of the lands owned by Crescent Lockwood, LLC., of record in Record book 5791, Pages 574, and 585, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

**Commencing** at an iron rod (old), having coordinates of N: 567520.19, E: 1725181.69, said iron rod found on the northeast margin of a 130' right of way of Carothers Parkway; thence, following along the easterly property line of lot 222 of Lockwood Glen subdivision section 5, N 38°08'06"E, a distance of 22.88' to the **Point of Beginning**; thence, N 38°08'06"E, a distance of 20.00' to a point; thence, S 52°08'10"E for a distance of 70.17' to a point; thence, S 37°40'07"E for a distance of 286.67' to a point; thence, N 55°57'21"E for a distance of 4.98' to a point; thence, S 34°02'39"E for a distance of 347.11' to a point; thence, S 36°27'12"E for a distance of 351.88' to a point; thence, S 29°04'45"E for a distance of 190.19' to a point; thence, S 48°37'30"W for a distance of 30.70' to a point; thence, N 29°04'45"W for a distance of 194.80' to a point; thence, N 36°27'12"W for a distance of 350.58' to a point; thence, N 34°02'39"W for a distance of 347.74' to a point; thence, N 55°57'21"E for a distance of 4.98' to a point; thence, N 37°40'07"W for a distance of 282.86' to a point; thence, N 52°08'10"W for a distance of 67.73' to the **Point of Beginning**. Containing 33,809 Sq. Ft. or 0.776 Acres.

**EXHIBIT "A-2"**

**All that tract or parcel of land being shown and depicted as 20' Sanitary Sewer Easement from Lockwood Glen, Section 4 Site Plan; and 30' Sanitary Sewer Easement from Lockwood Glen, Section 4 Site Plan, as depicted on Easement Exhibit for a portion of Williamson County Map 89, Parcel 48.01, Carothers Parkway, City of Franklin, Williamson County, Tennessee, dated November 8, 2016, attached hereto.**







Waller Lansden Dortch & Davis, LLP  
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Nashville, TN 37219-8966

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J. Bryan Echols  
[bryan.echols@wallerlaw.com](mailto:bryan.echols@wallerlaw.com)  
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February 6, 2017

Shauna R. Billingsley, Esq.  
City of Franklin, City Attorney  
109 3<sup>rd</sup> Avenue South  
Franklin, Tennessee 37064

Re: Crescent Lockwood Apartment Site  
Our File #: 028635-51847

Dear Shauna:

Enclosed please find the following *original* documents for execution by Erick Stuckey on behalf of the City:

1. Agreement for Dedication of Easement - Sanitary Sewer; and
2. Agreement for Dedication of Easement - Drainage Easement.

I believe you may be familiar with the Easement Agreements as it looks like they were drafted by your office, but please let me know if we need to discuss. If you will let me know when they have been executed, we will arrange for pick up and recording with the Register's Office.

Please feel free to contact me with any questions.

Very truly yours,

  
J. Bryan Echols

JBE:mag  
Enclosures As Stated