

2

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

OWNER: Crescent Lockwood MF, LLC
TAX MAP: 089
PARCEL: 48.05
PROJECT: Lockwood Apartments

AGREEMENT FOR DEDICATION OF SANITARY SEWER EASEMENT
COF Contract 2018-0280

That for and in consideration of the sum of One Dollar (\$1.00), in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Crescent Lockwood MF, LLC 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 sanitary sewer infrastructure and improvements within the limits of the aforescribed permanent 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 slopes within the limits of the aforescribed easement. Upon completion of the construction all Temporary Slope and Temporary Construction Easements shall be abandoned.

Pick Up

4817-7610-0172.1

BK: 7628 PG: 928-933	
18049464	
6 PGS:AL-EASEMENT	
574092	
12/21/2018 - 09:39 AM	
BATCH	574092
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	
SHERRY ANDERSON	
REGISTER OF DEEDS	

WITNESS my/our hand(s), this 17th day of December, 2018.

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: [Signature]

Print Name: Benjamin L. Collins

Title: Senior vice president

STATE OF Tennessee

COUNTY OF Williamson

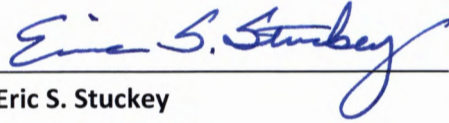
Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named Benjamin L. Collins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he or she to be Senior vice president of Crescent Communities, LLC, the Manager of Crescent Lockwood Member, LLC, the Managing Member of Crescent Lockwood Joint Venture Member, LLC, the Managing Member of Crescent Lockwood MF, LLC, the within named Senior vice president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself or herself as such Senior vice president.

WITNESS my hand and seal this 17th day of December, 2018.



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/23/2020

CITY OF FRANKLIN:

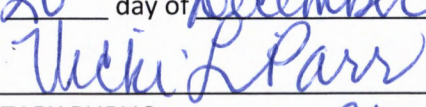

Eric S. Stuckey
City Administrator

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 20 day of December, 2018.




NOTARY PUBLIC

My Commission Expires: 2/23/20

Exhibit A

Being situated in Williamson County, Tennessee, across property being shown on Tax Map 089, as a portion of Parcel 48.05, and is currently known as a portion of the lands owned by Crescent Lockwood, LLC., of record in Deed Book 6946, Pages 328, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at the southeast corner of herein referenced property, having coordinates of N: 567520.19, E: 1725181.69, also being the northeast margin of Carothers Parkway; thence, S 67°49'08" E, for a distance of 67.9' to the **Point of Beginning**; thence, N 52°19'13" E for a distance of 30.00' to a point; thence, S 37°40'47" E for a distance of 285.72 to a point; thence, S 55°57'21" W for a distance of 30.00' to a point; thence, N 37°40'47" W for a distance of 283.82' to the **Point of Beginning** Containing 8,543 Sq. Ft. or 0.20 Acres.

Being part of the property conveyed to Crescent Lockwood MF, LLC, by deed of record at Book 6946, page 328, Register's Office for Williamson County, Tennessee.

CONSENT AND SUBORDINATION OF LIEN HOLDER

PINNACLE BANK, a Tennessee banking corporation ("Lender"), as holder of that certain Deed of Trust, Assignment of Leases and Security Agreement dated as of November 21, 2016, and recorded in Book 6946, page 335, Register's Office for Williamson County, Tennessee (the "Deed of Trust"), encumbering all or a portion of the property described in Exhibit A to the foregoing Agreement For Dedication of Sanitary Sewer Easement (the "Easement"), hereby consents to the Easement and subordinates the Deed of Trust to the Easement as though the Easement were recorded prior to the Deed of Trust and agrees that any foreclosure of the security title and interest under the Deed of Trust shall be subject to the Easement.

PINNACLE BANK, a Tennessee banking corporation

By: _____

Print Name: TYLER MUESCH

Title: SVP

STATE OF Tennessee)

COUNTY OF Davidson)

Before me, June Sykes, a Notary Public of said County and State, personally appeared Tyler Muesch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the SVP of PINNACLE BANK, the within named bargainor, a Tennessee banking corporation, and that he as such SVP executed the foregoing instrument for the purposes therein contained, by personally signing the name of the banking corporation by him self as SVP.

Witness my hand and seal, at Office in Nashville, TN, this 17th day of December, 2018

June Sykes
Notary Public

My Commission Expires: 03/10/2019

