

2021-2003

CORPORATION / LLC

This Instrument Prepared by:
David A. Ives
Deputy City Attorney
111 W. Vine Street
Murfreesboro, TN 37130

Map 78, Parcel 15.11, 15.14, 15.08

SUBDIVISION EASEMENT AND STREET GRANT AGREEMENT

WHEREAS, the undersigned has filed with the City of Murfreesboro, a Municipal Corporation in Rutherford County, Tennessee ("City"), for the development of the land described therein, that certain plat of subdivision of Shelton Square, [REDACTED] Section III and Phase 1 which Plat is recorded at Plat Book 46, Page 228, Register's Office of Rutherford County, Tennessee (the "Plat"); and

WHEREAS, the Plat contains depictions of certain easements (individually an "Easement" and collectively, the "Easements") and street rights-of-way; and

WHEREAS, it is the desire of the undersigned and the City that the Easements and street rights-of-way depicted on the Plat be further defined and formally conveyed.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid to the undersigned, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, and for and in consideration of the benefits to accrue to our land, the undersigned has this day bargained and sold and does hereby grant and convey unto the City or other designated easement holder, its or their heirs, successors and assigns forever, a permanent right-of-way and easement in, upon, along, under, over, through and across the Easements shown on the Plat, together with all necessary rights of ingress and egress to and from the Easements, for the purpose of locating, laying, constructing, reconstructing, installing, expanding, replacing, upgrading, enlarging, servicing, repairing, maintaining and operating the utility, facility, facilities, use, or purpose identified, together with all necessary or appropriate fittings, appliances, and appurtenances to such utility, facility, facilities, use, or purpose; PROVIDED, HOWEVER, that the size of any Easement shall not be increased without the express consent of the owner of the property; and PROVIDED, FURTHER, HOWEVER, that the acceptance of these Easements and rights-of-way shall not constitute acceptance of the utility, facility, facilities, use or purpose identified.

If any Easement shown on the Plat is designated as a particular type Easement, then the grant and use is limited to the designated type of Easement.

If any Easement shown on the Plat is designated as a Public Utility Easement, then the grant and use is available to any public utility on a space-available basis.

If any Easement is designated as a storm drainage easement, the drainage may be by an open ditch or ditches, or covered drainage pipe or pipes.

IN ADDITION, the undersigned has this day bargained and sold and does hereby grant and convey unto the City, its successors and assigns forever, a permanent right-of-way, in fee simple, to the area(s) shown on the Plat as street rights-of-way.

If not otherwise specified on the Plat, the Easements and rights-of-way shall be determined by scaling.

TO HAVE AND TO HOLD the Easements and street rights-of-way unto said City or other designated easement holder, its or their heirs, successors and assigns, forever.

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3/24/2020 2:07:29 PM #1

The undersigned covenants that it is lawfully seized and possessed of the real estate described in the Plat, which real estate was conveyed to the undersigned by deed at Record Book 1502, 1502 Page 1241, 1210; and that it has a good and lawful right to transfer and convey said right(s)-of-way and easements.

The undersigned further covenants and binds itself, its heirs, representatives, successors and assigns, to forever warrant and defend the title to said easements and rights-of-way unto the City or other designated easement holder, its successors and assigns, against the lawful claims of all persons subject to all matters of record.

(If necessary) not Pinnacle Bank ("Creditor") is the true and lawful owner and holder of an indebtedness or promissory note, secured by a Deed of Trust dated 9/9/2020 in the amount of \$ 2,575,000 recorded in Record Book 1959 Page 3904, Register's Office of Rutherford County, Tennessee. Creditor hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deed of Trust to the Easements and rights-of-way herein and hereby transferred and conveyed; but said Deed of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as before the execution and delivery hereof, subject and subordinate only to said Easements and rights-of-way.

This the 26th day of August, 2021.

entity name Shelton Square LLC
signature Phil Dodd
printed name Phil Dodd
title Authorized Agent

State of Tennessee)
County of Rutherford)

ss:

Before me, a Notary Public, of the state and county mentioned, personally appeared Phil Dodd, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Authorized Agent (officer authorized to execute the instrument) of Shelton Square LLC, the within named bargainor, a corporation / limited liability company, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation or limited liability company by himself/herself as such officer.



Witness my hand, at office, this 26th day of August, 2021.

Pamela Jo Minor
Notary Public

The execution of this document is approved this 9th day of November, 2021.

Maureen D. [Signature]
Planning Director or Authorized Designee

lender name Pinnacle Bank
signature [Signature] Senior Lender
title [Signature]

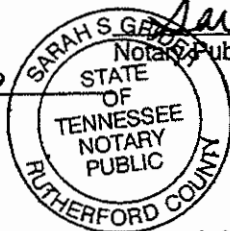
State of Tennessee)
County of Rutherford)

ss:

Before me, a Notary Public, of the state and county mentioned, personally appeared Ronald K. Carter, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be SVP (officer authorized to execute the instrument) of Pinnacle Bank, the within named bargainer, the Lender identified above, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained by signing the name of such lender by himself/herself as such officer.

Witness my hand, at office, this 14th day of September, 2021.

My Commission Expires: 11/20/2023



My Commission Expires
November 20, 2023

Heather Danbarn, Register
Rutherford County Tennessee
Rec #: 1146933
Rec'd: 15.00 Instrument #: 2404020
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 11/10/2021 at 11:19 AM
Total: 17.00 in
Record Book 2167 Pgs 2170-2172

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2021-2004

CORPORATION / LLC

This Instrument Prepared by:
David A. Ives
Deputy City Attorney
111 W. Vine Street
Murfreesboro, TN 37130

Map 78, Parcel 15.08 + 15.14

SUBDIVISION EASEMENT AND STREET GRANT AGREEMENT

WHEREAS, the undersigned has filed with the City of Murfreesboro, a Municipal Corporation in Rutherford County, Tennessee ("City"), for the development of the land described therein, that certain plat of subdivision of Shelton Square Section 3 and Phase 2, which Plat is recorded at Plat Book 46, Page 230, Register's Office of Rutherford County, Tennessee (the "Plat"); and

WHEREAS, the Plat contains depictions of certain easements (individually an "Easement" and collectively, the "Easements") and street rights-of-way; and

WHEREAS, it is the desire of the undersigned and the City that the Easements and street rights-of-way depicted on the Plat be further defined and formally conveyed.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid to the undersigned, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, and for and in consideration of the benefits to accrue to our land, the undersigned has this day bargained and sold and does hereby grant and convey unto the City or other designated easement holder, its or their heirs, successors and assigns forever, a permanent right-of-way and easement in, upon, along, under, over, through and across the Easements shown on the Plat, together with all necessary rights of ingress and egress to and from the Easements, for the purpose of locating, laying, constructing, reconstructing, installing, expanding, replacing, upgrading, enlarging, servicing, repairing, maintaining and operating the utility, facility, facilities, use, or purpose identified, together with all necessary or appropriate fittings, appliances, and appurtenances to such utility, facility, facilities, use, or purpose; PROVIDED, HOWEVER, that the size of any Easement shall not be increased without the express consent of the owner of the property; and PROVIDED, FURTHER, HOWEVER, that the acceptance of these Easements and rights-of-way shall not constitute acceptance of the utility, facility, facilities, use or purpose identified.

If any Easement shown on the Plat is designated as a particular type Easement, then the grant and use is limited to the designated type of Easement.

If any Easement shown on the Plat is designated as a Public Utility Easement, then the grant and use is available to any public utility on a space-available basis.

If any Easement is designated as a storm drainage easement, the drainage may be by an open ditch or ditches, or covered drainage pipe or pipes.

IN ADDITION, the undersigned has this day bargained and sold and does hereby grant and convey unto the City, its successors and assigns forever, a permanent right-of-way, in fee simple, to the area(s) shown on the Plat as street rights-of-way.

If not otherwise specified on the Plat, the Easements and rights-of-way shall be determined by scaling.

TO HAVE AND TO HOLD the Easements and street rights-of-way unto said City or other designated easement holder, its or their heirs, successors and assigns, forever.

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3/24/2020 2:07:29 PM #1

The undersigned covenants that it is lawfully seized and possessed of the real estate described in the Plat, which real estate was conveyed to the undersigned by deed at Record Book 1502, Page 1241; and that it has a good and lawful right to transfer and convey said right(s)-of-way and easements.

The undersigned further covenants and binds itself, its heirs, representatives, successors and assigns, to forever warrant and defend the title to said easements and rights-of-way unto the City or other designated easement holder, its successors and assigns, against the lawful claims of all persons subject to all matters of record.

(If necessary) Pinnacle Bank ("Creditor") is the true and lawful owner and holder of an indebtedness or promissory note, secured by a Deed of Trust dated 7/9/2020 in the amount of \$2,575,000 recorded in ~~4454~~ Book 1954, Page 3904, Register's Office of Rutherford County, Tennessee. Creditor hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deed of Trust to the Easements and rights-of-way herein and hereby transferred and conveyed; but said Deed of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as before the execution and delivery hereof, subject and subordinate only to said Easements and rights-of-way. *RECORDED

This the 3rd day of November, 2021.

entity name Shelton Square, LLC
signature Phil Dodd
printed name Phil Dodd
title Authorized Agent

State of Tennessee)
County of Rutherford)

ss:

Before me, a Notary Public, of the state and county mentioned, personally appeared Phil Dodd, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Authorized Agent (officer authorized to execute the instrument) of Shelton Square, LLC, the within named bargainor, a corporation / limited liability company, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation or limited liability company by himself/herself as such officer.

Witness my hand, at office, this 3rd day of November, 2021.



Pamela Jo Minor
Notary Public

The execution of this document is approved this 9th day of November, 2021.

March D. [Signature]
Planning Director or Authorized Designee

lender name Pinnacle Bank
signature W. Alesturf
title SVP

State of TN
County of Rutherford ss:

Before me, a Notary Public, of the state and county mentioned, personally appeared W. Arlen Harris Jr, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be SVP (officer authorized to execute the instrument) of Pinnacle Bank, the within named bargainor, the Lender identified above, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained by signing the name of such lender by himself/herself as such officer.

Witness my hand, at office, this 30 day of November

Crystal M. Jones
Notary Public

My Commission Expires 5/22/22



Heather Daborn, Register
Rutherford County Tennessee
Rec #: 1146933
Rec'd: 15.00 Instrument #: 2404022
State: 0.00
Clerk: 0.00
Other: 2.00 Recorded
Total: 17.00 11/10/2021 at 11:19 AM
Record Book 2167 Pgs 2173-2175