

THIS INSTRUMENT PREPARED
BY:

WALLER LANSDEN DORTCH & DAVIS, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: Robert R. Campbell, Jr., Esq.

CONSTRUCTION RESTRICTION AGREEMENT

THIS CONSTRUCTION RESTRICTION AGREEMENT ("**Agreement**") is made and entered into as of _____, 2012, by and among **LONGVIEW FRANKLIN PARTNERSHIP**, a Tennessee general partnership ("Longview"), whose address is c/o Thomas F. Magli, 302 Public Square, Franklin, Tennessee 37064, and **JANET Q. DAVIS**, an individual ("Davis"), whose address is 2201 Oak Circle, Franklin, Tennessee 37064 (Longview and Davis are hereinafter collectively referred to as "Longview/Davis") and **ROLLING HILLS COMMUNITY CHURCH, INC.**, a Tennessee non-profit corporation, whose address is 9019 Overlook Boulevard, Suite D-3, Brentwood, Tennessee 37027 (hereinafter referred to as "Church"); individually, a "Party", and collectively, the "Parties".

RECITALS

- A.** Longview/Davis is the fee owner of certain real property located in Franklin, in the County of Williamson, State of Tennessee as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Longview/Davis Property").
- B.** Church is the fee owner of certain real property adjacent to the Longview/Davis Property, as more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Church Property").
- C.** In order to allow for designation of the existing building on the Church Property, as depicted on Exhibit "C" (the "Building") as an unlimited area building for purposes of the 2009 International Building Code, Longview/Davis has agreed to restrict that portion of the Longview/Davis Property depicted on the site plan attached hereto and incorporated herein as Exhibit "C" and as described on Exhibit "D" attached hereto and incorporated herein (the "Longview/Davis Restriction Area") from certain construction as more particularly described herein.
- D.** Additionally, Church has agreed to restrict that portion of the Church Property depicted on the site plan attached hereto and incorporated herein as Exhibit "C" and as described on Exhibit "E" attached hereto and incorporated herein (the "Church Restriction Area") from certain construction as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS:

1. ESTABLISHMENT OF RESTRICTIONS. (a) Longview/Davis hereby agrees that Longview/Davis, its successors and assigns, shall not construct vertical improvements within the Longview/Davis Restriction Area, including, but not limited to, buildings or garages, except as may be approved by the City of Franklin (the "City"). Notwithstanding the foregoing, Longview/Davis may construct, maintain, repair and replace parking areas, landscaping, dumpster pads and other similar unoccupied improvements, subject to the approval of the City.

(b) Church hereby agrees that Church, its successors and assigns, shall not construct vertical improvements within the Church Restriction Area, including, but not limited to, buildings or garages, except as may be approved by the City of Franklin (the "City"). Notwithstanding the foregoing, Church may construct, maintain, repair and replace parking areas, landscaping, dumpster pads and other similar unoccupied improvements, subject to the approval of the City.

2. TERMINATION.

(a) This Agreement may be terminated by the Church upon the occurrence of one of the following events: (i) if the Building is wholly or partially destroyed by casualty and/or otherwise relocated or reconfigured so as to be at least sixty feet (60') from the boundary line of the Church Property; or (ii) if Church, or any successor owner of the Church Property, no longer desires the unlimited area building designation for building code purposes, and the Building will thereafter comply with all applicable building code requirements. Upon such termination, Longview/Davis will be responsible for any costs associated with changes to its property to comply with legal requirements. In the event of a termination, upon the request of either Party, the Parties and the City will execute a Release of the restrictions set forth in this Agreement.

(b) Longview/Davis shall have the right to terminate this Agreement with not less than one hundred eighty (180) days prior written notice to Church in the event that compliance with the terms hereof would cause a material hardship or expense on any proposed development of the Longview/Davis property. Upon such termination, the Church will be responsible for any costs associated with changes to its property to comply with legal requirements. In the event of a termination, upon the request of either Party, the Parties and the City will execute a Release of the restrictions set forth in this Agreement.

3. MISCELLANEOUS.

3.1 Authority. All individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the respective Party on whose behalf they are executing this document.

3.2 Entire Agreement. This Agreement constitutes a complete and final description of the Parties' entire agreement, as to all matters referenced herein.

3.3 Invalidity, Modification, Governing Law. If any provision of this Agreement is held invalid later, it will not affect the validity of the remainder of this Agreement. This

Agreement cannot be changed, modified, or canceled except through a writing that is signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

3.4 Successors. The covenants and agreements of the Parties hereto shall be binding upon and shall inure to the benefit of the respective successors in title to the Longview/Davis Property and the Church Property as covenants running with the title to such properties.

3.5 Remedies; Attorneys' Fees. In the event of a default under this Agreement, the Parties may pursue any and all remedies available at law or in equity including, without limitation, relief by injunction. In the event either Party commences a legal proceeding to enforce any of the terms of this Agreement, the Prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The "Prevailing Party" means the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LONGVIEW/DAVIS:

LONGVIEW FRANKLIN PARTNERSHIP,
a Tennessee general partnership

By: _____
Name: _____
Its: _____

JANET Q. DAVIS

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, 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 _____ of Longview Franklin Partnership, the within named bargainer, a Tennessee general partnership, 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 partnership by himself as _____.

Witness my hand and seal, at office in _____, _____, this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF _____)

On this ____ day of _____, 2012, before me personally appeared Janet Q. Davis, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

NOTARY PUBLIC

Commission Expires: _____

CHURCH:

ROLLING HILLS COMMUNITY CHURCH,
INC., a Tennessee non-profit corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

Before me, 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/herself to be _____ of ROLLING HILLS COMMUNITY CHURCH, INC., the within named bargainer, a Tennessee non-profit corporation, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal, at office in _____, _____, this
the _____ day of _____, 2012.

NOTARY PUBLIC
My Commission Expires: _____

*[Signatures Continued
on Following Page]*

The City of Franklin, Tennessee hereby joins in this Construction Restriction Agreement for the purposes of acknowledging and approving the terms and conditions hereof, and agreeing that, upon execution of this Construction Restriction Agreement, Church will be recognized as an unlimited area building under the 2009 International Building Code as adopted by the City of Franklin, as same may be amended from time to time.

CITY OF FRANKLIN, TENNESSEE

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Before me, 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/herself to be _____ of the City of Franklin, Tennessee, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself/herself as _____.

Witness my hand and seal, at office in _____, _____, this the _____ day of _____, 2012.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

Longview/Davis Property

Parcel 1:

Being a parcel of property located in the 9th Civil District of Williamson County, Tennessee, and being more particularly described according to a boundary survey by Jimmy C. Yates, T.R.L.S. No. 1597 of Wamble & Associates, PLLC, dated October 10, 2007, as follows:

BEGINNING at an iron rod (new) on the western margin of Columbia Highway (U. S. Highway 31) (66-foot right-of-way) approximately 827 feet south of the center of Downs Boulevard, said iron rod (new) being the southeast corner of the Deborah K.

Moody property, as of record in Deed Book 3755, Page 539, Register's Office of Williamson County, Tennessee and the northeast corner of the property herein described;

THENCE, following said western margin of Columbia Highway (U. S. Highway 31) *South 07 degrees 33 minutes 04 seconds West, 1,009.21 feet* to an iron rod (new), said iron rod (new) being the northeast corner of the Gary M. Davis property, as of record in Deed Book 2986, Page 648, Register's Office of Williamson County, Tennessee and a southeast corner of the property herein described;

THENCE, leaving said western margin of Columbia Highway (U. S. Highway 31) and following the northern boundary of said Gary M. Davis property *North 82 degrees 23 minutes 24 seconds West, 550.00 feet* to an iron rod (new), said iron rod (new) being the northwest corner of said Gary M. Davis property;

THENCE, leaving said northern boundary of the Gary M. Davis property and following the western boundary of said Gary M. Davis property *South 07 degrees 32 minutes 53 seconds West, 630.00 feet* to an iron rod (old) on the northern boundary of the Ronald D. Buck property, as of record in Deed Book 3733, Page 55, Register's Office of Williamson County, Tennessee, said iron rod (old) being the southwest corner of said Gary M. Davis property and a southeast corner of the property herein described;

THENCE, leaving said western boundary of the Gary M. Davis property and following said northern boundary of the Ronald D. Buck property and continuing with the northern boundary of Lot 5 of Section 1, Revision 6, Century Industrial Park (Resubdivision of Lots 4 Thru 10), as of record in Plat Book P34, Page 63, Register's Office of Williamson County, Tennessee having been conveyed to Medallion Building, LLC, as of record in Deed Book 3798, Page 535, Register's Office of Williamson County, Tennessee *North 82 degrees 23 minutes 24 seconds West, 460.32 feet* to an iron rod (new);

THENCE, following said northern boundary of Lot 5 of Section 1, Revision 6, Century Industrial Park (Resubdivision of Lots 4 Thru 10) having been conveyed to Medallion Building, LLC *North 83 degrees 08 minutes 29 seconds West, 361.53 feet* to an iron rod (old), said iron rod (old) being the southeast corner of the

Williamson County property, as of record in Deed Book 4207, Page 274, Register's Office of Williamson County, Tennessee and the southwest corner of the property herein described;

THENCE, leaving said northern boundary of Lot 5 of Section 1, Revision 6, Century Industrial Park (Resubdivision of Lots 4 Thru 10) having been conveyed to Medallion Building, LLC and following the eastern boundary of said Williamson County property, as of record in Deed Book 4207, Page 274, Register's Office of Williamson County, Tennessee *North 03 degrees 35 minutes 14 seconds West, 1,324.61 feet* to an iron rod (old) on the southern boundary of the Williamson County property, as of record in Deed Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee, said iron rod (old) being the northeast corner of said Williamson County property, as of record in Deed Book 4207, Page 274, Register's Office of Williamson County, Tennessee and the northwest corner of the property herein described;

THENCE, leaving said eastern boundary of the Williamson County property, as of record in Deed Book 4207, Page 274, Register's Office of Williamson County, Tennessee and following said southern boundary of the Williamson County property, as of record in Deed Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee *South 78 degrees 40 minutes 34 seconds East, 93.25 feet* to a concrete monument (old);

THENCE, *North 73 degrees 30 minutes 17 seconds East, 636.81 feet* to an iron rod (new);

THENCE, *South 79 degrees 24 minutes 05 seconds East, 303.50 feet* to an iron rod (new), said iron rod (new) being the southeast corner of said Williamson County property, as of record in Deed Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee;

THENCE, leaving said southern boundary of the Williamson County property, as of record in Deed Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee and following the eastern boundary of the Williamson County property, as of record in Deed

Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee *North 02 degrees 00 minutes 03 seconds East, 115.54 feet* to an iron rod (new), said iron rod (new) being the southwest corner of the Williamson County property, as of record in Deed Book 2835, Page 468, Register's Office of Williamson County, Tennessee;

THENCE, leaving said eastern boundary of the Williamson County property, as of record in Deed Book 1687, Page 731, Deed Book 517, Page 50 and Deed Book 78, Page 121, Register's Office of Williamson County, Tennessee and following the southern boundary of said Williamson County property, as of record in Deed Book 2835, Page 468, Register's Office of Williamson County, Tennessee *South 83 degrees 25 minutes 36 seconds East, 15.70 feet* to an iron rod (new);

THENCE, following the southern boundary of said Williamson County property, as of record in Deed Book 2835, Page 468, Register's Office of Williamson County, Tennessee and continuing with the southern boundary of said Deborah K. Moody property *South 82 degrees 05 minutes 03 seconds East, 246.48 feet* to an iron rod (old);

THENCE, following said southern boundary of the Deborah K. Moody property *South 81 degrees 30 minutes 23 seconds East, 97.12 feet* to an iron rod (new);

THENCE, *South 81 degrees 23 minutes 23 seconds East, 152.73 feet* to an iron rod (old);

THENCE, *South 81 degrees 31 minutes 25 seconds East, 105.65 feet* to an iron rod (old);

THENCE, *South 79 degrees 56 minutes 58 seconds East, 43.61 feet* to the point of beginning.

Containing 1,971,435 square feet or 45.26 acres, more or less.

Being a portion of the same property conveyed to Joe Werthan by deed from J.D. King, of record in Deed Book 95, page 225, Register's Office for Williamson County, Tennessee, the said Joe Werthan having since died and having devised such property to his

son, Howard M. Werthan, by will of record in Will Book 89, page 148, Probate Court for Davidson County, Tennessee, the said Howard M. Werthan having predeceased the said Joe Werthan leaving Patricia Werthan Uhlmann and Joni P. Werthan (formerly Joni Werthan Feldman) as his only surviving issue, as more particularly set forth in Affidavits of Heirship of record in Book 280, page 210, and Book 371, page 679, Register's Office for Williamson County, Tennessee, and the said Patricia Werthan Uhlmann having conveyed a one-half (½) undivided interest in the said property to PWU Properties, L.P., as a tenant-in-common with Joni P. Werthan, by deed of record in Book 3320, page 931, in said Register's Office.

This is unimproved land, located west of U.S. Highway 31 and south of Downs Boulevard, Franklin, Tennessee.

Parcel 2:

Being a parcel or tract of land situated in the 9th Civil District of Williamson County, Tennessee bounded on the east by Columbia Pike, on the south by LMP Realty, Inc. (Map 90, Parcel 5.02), and on the west and north by Joe Werthan (Map 90, Parcel 7), said tract being more particularly described as follows:

Beginning at an iron pin (set this survey) in the west R.O.W. of Columbia Pike, said iron pin being the northeast corner of the tract herein described and being located South 08 degrees 40' 28" West, 1008.01 feet from the existing corner of the parent tract of Joe Werthan (book 95, Page 225); running thence, with the west R.O.W. of Columbia Pike, South 08 degrees, 47' 35" West, 630.00 feet to an iron pin (set this survey) at the northeast corner of LMP Realty, Inc. (Book 2393, page 486), said iron pin being located North 81 degrees 15' 12" West, 2.79 feet from an iron pin (existing); thence with the north line of LMP Realty, Inc. North 81 degrees 15' 12" West, 550 feet to an iron pin (set this survey) in the north line of LMP Realty, Inc.; thence leaving LMP Realty, Inc., North 08 degrees 47' 34" East, 630.00 feet to an iron pin (set this survey); thence South 81 degrees 15' 12" East, 550.0 feet to the point of beginning; containing 7.955 acres, more or less; based on a survey conducted by Wilson and Associates, P.C., May 12, 2003.

Being the same property conveyed to Gary M. Davis by Special Warranty Deed from Joni P. Werthan and Patricia Werthan Uhlmann of record in Book 2986, Page 648, dated August 21, 2003, Register's Office for Williamson County, Tennessee.

EXHIBIT "B"

Church Property

As described in accordance with that certain survey, dated September 12, 2005, Job Number 201-149, prepared by Ragan-Smith Associates:

Being a tract of land situated in the Ninth Civil District, City of Franklin, Williamson County, Tennessee. Said tract being bounded on the north by Joe Werthan, on the east by Columbia Avenue, on the south by Lot 1 of Section One Century Industrial Park and Lots 2 through 3A on the plan of Revision One Section One Century Industrial Park, on the west by Lot 4 of Section One Century Industrial Park and being more particularly described as follows:

BEGINNING at a concrete monument (old), said concrete monument (old) being the northwest corner of Lot 3A as shown on the Final Plat entitled "Revision One – Section One Century Industrial Park of record in Plat Book 7, Page 85, Register's Office for Williamson County, Tennessee (R.O.W.C.) and being located North 00 degrees 14 minutes 49 seconds West, 174.55 feet from a concrete monument (old) located at the intersection of the southwest corner of said Lot 3A and the northerly right-of-way of Beasley Drive; thence,

Leaving said Lot 3A with the easterly line of Lot 4 as shown on the Final Plat entitled "Section One Century Industrial Park of record in Plat Book 6, Page 5, R.O.W.C. North 07 degrees 15 minutes 34 seconds East, 561.48 feet to an iron rod (old), said iron rod (old) being the northeast corner of said Lot 4 and lying in the southerly line of property conveyed to Joe Werthan of record in Deed Book 95, Page 225, (R.O.W.C.); thence,

With said Werthan property, generally along a fence, South 82 degrees 27 minutes 01 seconds East, 925.95 feet to a point at the end of a rock wall, said point being located in the westerly right-of-way of Columbia Avenue and being North 82 degrees 27 minutes 01 seconds West, 1.67 feet from an iron rod (old), said iron rod (old) being a witness corner; thence,

With said westerly right-of-way South 07 degrees 36 minutes 05 seconds West, 556.09 feet to an iron rod (new), said iron rod (new) being the northeast corner of Lot 1 as shown on said Final Plat entitled Section One Century Industrial Park and being the southeast corner of the herein described tract; thence,

With the northerly line of said Lot 1 and of Lots 2 through 3A of said Revision One Section One Century Industrial Park, North 82 degrees 47 minutes 04 seconds West, 922.62 feet to the POINT OF BEGINNING.

Being the same property conveyed to Ronald D. Buck, by deed from LMP Realty, Inc., a Pennsylvania corporation, of record in Book 3733, page 55, Register's Office for Williamson County, Tennessee.

Also described as:

Land in Franklin, in the 9th Civil District of Williamson County, Tennessee, located generally on the West side of Columbia Avenue just North of Beasley Drive and being more particularly described as follows:

Beginning at an iron pin found with cap Ragan-Smith in the Westerly right-of-way line of Columbia Avenue (66 foot right-of-way) at the Northeast corner of Lot 1, Section One, Century Industrial Park of record in Plat Book 6, page 5, R.O.W.C.

Thence, with the Northerly line of said Lot 1 and the Northerly line of Lots 2, 2A, 2B, 3, 3A and 3B, Revision No. One of Section One, Century Industrial Park, of record in Plat Book 7, page 85, R.O.W.C., N 82 degrees 47' 04" W, 922.62 feet to a concrete monument found at the Northwest Corner of Lot 3B and being in the Easterly line of Lot 5, Section 1, Revision 6, Century Industrial Park, of record in Plat Book P34, page 63, R.O.W.C.;

Thence with said Easterly line of Lot 5, N 07 degrees 15' 34" E, 561.48 feet to a ½ inch rebar founding the Southerly line of PWU Properties, LP and Joni P. Werthan of record in Deed Book 3320, page 931, R.O.W.C.;

Thence, with the Southerly line of PWU Properties and Gary M. Davis of record in Deed Book 2986, page 648, R.O.W.C., S 82 degrees 27' 01" E, passing an iron pin found with Cap Wilson & Associates at the Southwest corner of Davis at 374.24 feet and another iron pin found with Cap Wilson & Associates at 924.27 feet, in all 925.95 feet to a point, said point also being located N 84 degrees 11' 19" W, 2.88 feet from a ½ inch rebar found;

Thence, with the Westerly right-of-way line of Columbia Avenue, S 07 degrees 36' 05" W, 556.09 feet to the point of beginning.

Being part of the same property conveyed to Ronald D. Buck, by deed from LMP Realty, Inc., a Pennsylvania corporation, of record in Book 3733, page 55, R.O.W.C.

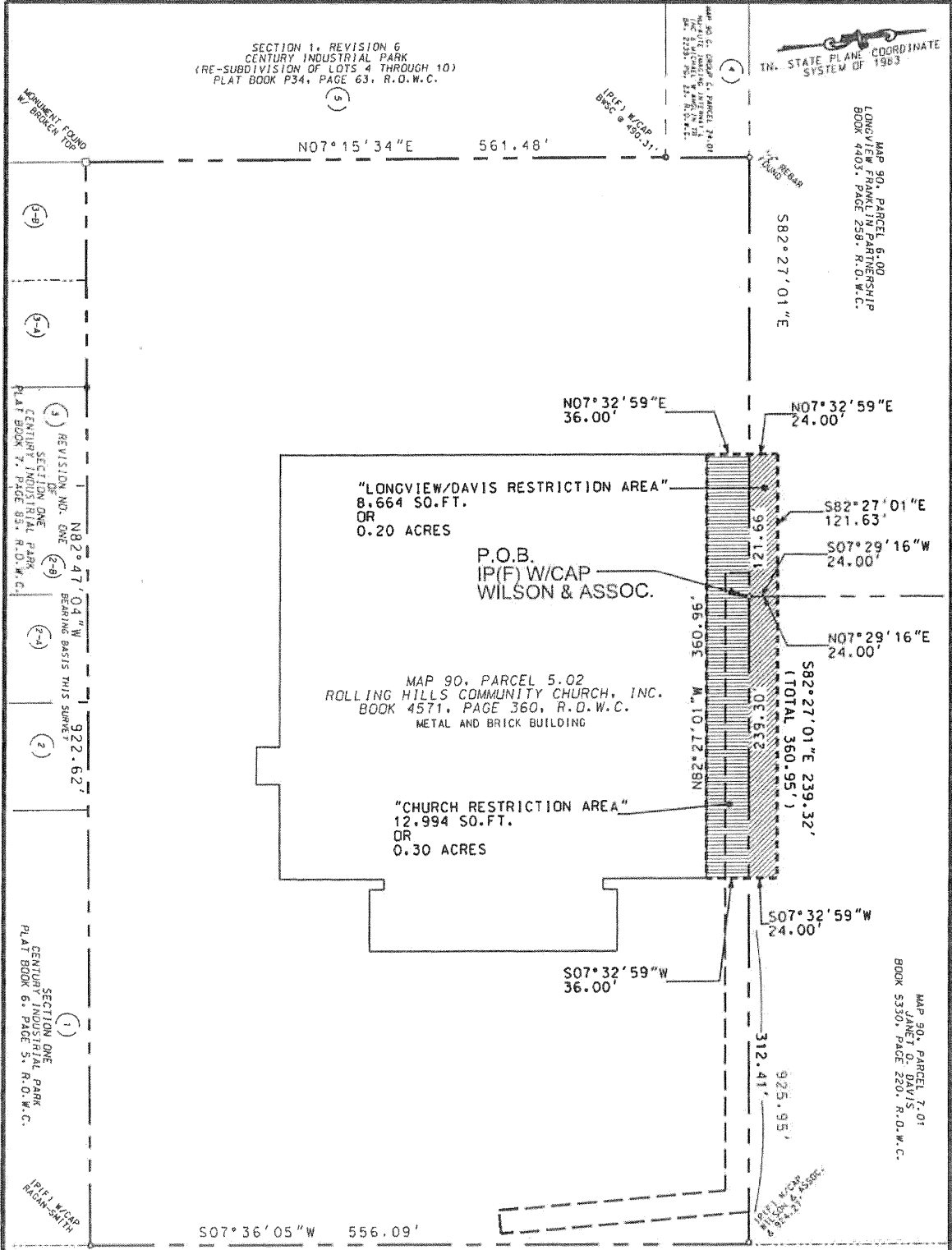
EXHIBIT "C"

Site Plan

[See attached]

SECTION 1, REVISION 6
CENTURY INDUSTRIAL PARK
(RE-SUBDIVISION OF LOTS 4 THROUGH 10)
PLAT BOOK P34, PAGE 63, R.D.W.C.

TN. STATE PLANNING COORDINATE SYSTEM OF 1983



PREPARED BY:
SAWYER LAND SURVEYING, LLC
MARK E. SAWYER, RLS, TN. LIC. 1649
P.O. BOX 215
SPRING HILL, TENNESSEE 37174
TEL. 931-486-1580
FAX. 931-451-3663
E-MAIL: mark@sawyerlandsurveying.com
FILE# 08-020
DATE: 5-18-2012

EXHIBIT "C"
CONSTRUCTION RESTRICTION AREA
LONGVIEW FRANKLIN PARTNERSHIP
JANET O. DAVIS AND
ROLLING HILLS COMMUNITY CHURCH, INC.
NINTH CIVIL DISTRICT, WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE

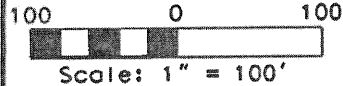


EXHIBIT "D"

LEGAL DESCRIPTION OF LONGVIEW/DAVIS RESTRICTION AREA

Being land in the City of Franklin, Ninth Civil District of Williamson County, Tennessee, located generally on the west side of Columbia Avenue between Beasley Drive and Werthan Circle and being more particularly described as follows:

Beginning at an iron pin found with cap "Wilson & Assoc." at the southwest property corner of Janet Q. Davis as of record in Book 5330, Page 220, R.O.W.C. and the southeast property corner of Longview Franklin Partnership as of record in Book 4403, Page 258, R.O.W.C., both properties herein referred to as the "Longview/Davis Property";

Thence, with the northerly property line of Rolling Hills Community Church, Inc. as of record in Book 4571, Page 360, R.O.W.C., N82°27'01"W, 121.66 feet;

Thence, leaving said northerly line with the westerly side of the herein described Longview/Davis Restriction Area, N07°32'59"E, 24.00 feet;

Thence, with the northerly side of the herein described Longview/Davis Restriction Area, S82°27'01"E, passing the common line of Longview Franklin Partnership and Janet Q. Davis at 121.63 feet, in all, 360.95 feet;

Thence, with the easterly side of the herein described Longview/Davis Restriction Area, S07°32'59"W, 24.00 feet to the northerly line of Rolling Hills Community Church, Inc.;

Thence, with said northerly line of Rolling Hills Community Church, Inc., N82°27'01"W, 239.30 feet to the point of beginning.

Containing 8,664 sq.ft. or 0.20 acres as shown on the attached Exhibit "C" prepared by Sawyer Land Surveying, LLC, Mark E. Sawyer, RLS, Tennessee License, 1649, file number 08-020, dated May 16, 2012.

Being a portion of the property conveyed to Longview Franklin Partnership by deed of record in Book 4403, Page 258, R.O.W.C. and Janet Q. Davis, Book 5330, Page 220, R.O.W.C.

EXHIBIT "E"

LEGAL DESCRIPTION OF CHURCH RESTRICTION AREA

Being land in the City of Franklin, Ninth Civil District of Williamson County, Tennessee, located generally on the west side of Columbia Avenue between Beasley Drive and Werthan Circle and being more particularly described as follows:

Beginning at an iron pin found with cap "Wilson & Assoc." at the southwest property corner of Janet Q. Davis as of record in Book 5330, Page 220, R.O.W.C. and the southeast property corner of Longview Franklin Partnership as of record in Book 4403, Page 258, R.O.W.C., said iron pin also being in the northerly property line of Rolling Hills Community Church, Inc., as of record in Book 4571, Page 360, R.O.W.C.;

Thence, with the northerly line of said Rolling Hills Community Church Inc., S82°27'01"E, 239.30 feet;

Thence, leaving said northerly line with the easterly side of the herein described Church Restriction Area, S07°32'59"W, 36.00 feet;

Thence, with the southerly side of the herein described Church Restriction Area, N82°27'01"W, 360.96 feet;

Thence, with the westerly side of the herein described Church Restriction Area, N07°32'59"E, 36.00 feet to the northerly line of Rolling Hills Community Church, Inc.;

Thence, with said northerly line, S82°27'01"E, 121.66 feet to the point of beginning.

Containing 12,994 sq.ft. or 0.30 acres as shown on the attached Exhibit "C" prepared by Sawyer Land Surveying, LLC, Mark E. Sawyer, RLS, Tennessee License, 1649, file number 08-020, dated May 16, 2012.

Being a portion of the property conveyed to Rolling Hills Community Church, Inc., by deed of record in Book 4571, Page 360, R.O.W.C.




HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

August 31, 2012

To: Board of Mayor and Alderman

From: Eric Stuckey, City Administrator 
Vernon Gerth, ACA-Community & Economic Development
Chris Bridgewater, Director of Building and Neighborhood Services

Subject: Agreement Establishing Deed Restrictions on the Property Adjacent to Rolling Hills Community Church to Establish a Public Yard for an Unlimited Area Building - Contract 2012-0107

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an agreement between the City of Franklin, Rolling Hills Community Church, and the Longview Franklin Partnership to establish a public yard deed restriction on the property adjacent to Rolling Hills Church sufficient to meet the International Building Code criteria allowing an Unlimited Area building. This is necessary for the completion of an interior expansion project currently underway by the church.

Background

When originally constructed, the Rolling Hills Community Church building was approved for a Storage/Factory type of occupancy. As the building has been renovated and different, higher hazard uses associated with high occupant loads have been established within the building, a public yard is required to continue to allow the church (assembly occupancy) expansion within this building. When the building was originally sited on the lot, the setbacks were sufficient to meet the needs of the building at that time. In order to meet the 60 foot public yard requirement on all sides of the building, a 24 foot strip of property that extends the length of the building along the property line has been designated on the adjacent parcel. The deed restriction will prevent the construction of items that are not proper for a public yard which is designed to facilitate public safety access to all sides of the building.

Financial Impact

No financial impact, except for facilitating the solution and agreement, is anticipated. This agreement will protect the City's interest in ensuring that this public yard is established and maintained.

Options

BOMA may approve, reject, or amend the proposed agreement.

Recommendation

Approval of the proposed deed restriction agreement is recommended.