



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #12  
WRKS  
01/14/14

## MEMORANDUM

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January 2, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator  
David Parker, City Engineer/CIP Executive  
Paul Holzen, Director of Engineering

SUBJECT: Consideration of Waterline Cost Reimbursement Agreement (COF Contract No 2012-0035) and Agreement for Dedication of Water Line Easement (COF Contract No 2014-0008) between the City of Franklin, Tennessee and Rural Plains Partnership

### Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) for consideration of two agreements between the City of Franklin and Rural Plains Partnership.

### Background

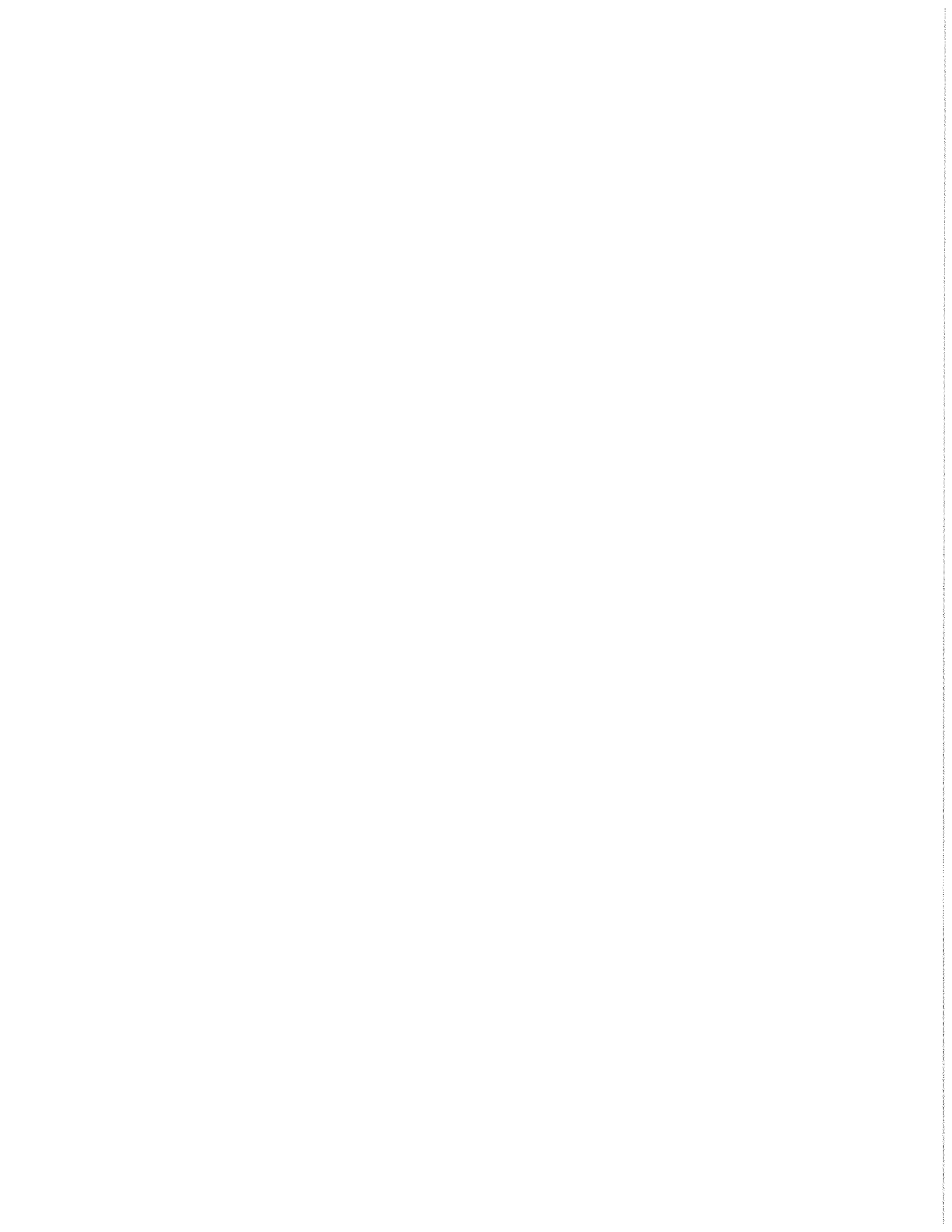
During the development of Berry Farms Town Center – Section 1, Revision 1 the developer had approval to connect to our water main in a location where the City would not be able to provide adequate flow and pressure for fire protection. Working with the developer it was determined the connection would need to be relocated to the pressure side of the Booster Station. At the Developer's request, staff agreed to install approximately 500' of 12" water main to provide the adequate fire flow to the development. This agreement allows for the City to obtain reimbursement and the necessary water main easement from the developer for work completed by the City of Franklin.

### Financial Impact

The Developer will be responsible for reimbursing the City \$42,096.67 prior to August 8, 2014 (2 years from the date work was completed).

### Recommendation

This work has already been completed by City staff. Staff recommends approval of COF Contract No 2012-0035 and COF Contract No 2014-0008.



**WATERLINE COST REIMBURSEMENT AGREEMENT  
COF CONTRACT NO 2012-0035**

This contract is between THE CITY OF FRANKLIN, TENNESSEE ("City") and RURAL PLAINS PARTNERSHIP ("Developer"), and is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to Title 18, Chapter 1 of the Franklin Municipal Code.

**WHEREAS**, the Developer has previously submitted to the Franklin Municipal Planning Commission for approval specific site development plans for the development of the below described properties (the "Development Project"):

Berry Farms Town Center – Section 1, Revision 1 Dated 2/29/2012 (**Exhibit A**).

**WHEREAS**, the City will procure and build a section of waterline labeled as "City of Franklin's Responsibility" shown in **Exhibit A**, extending from Gen. Martin Lane, running East along Old Peytonsville Road and around the existing CITY Booster Station ending on the East side of the Booster Station; and

**WHEREAS**, the Developer will provide final designs, dedicated easements and provide construction layout staking in the field; and

**WHEREAS**, said water main extension will become part of the Franklin Water System and will be available for the use and is a benefit of other customers of the Franklin Water System; and

**WHEREAS**, the Developer will reimburse the City for work performed within two (2) years of completion in the amount of \$42,096.67, which was calculated using a reliable estimate created by the City related to the cost of construction of the water main extension, including estimated construction, materials, and required permits, all of which costs the City Engineer has determined are reasonable; and

**WHEREAS**, once work and testing is complete on the City built section of the water line the City shall accept infrastructure and the Developer shall post a one (1) year maintenance bond for their portion of the water line as shown on previously approved plans.

**NOW THEREFORE**, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer has submitted reliable plans showing the waterline to be constructed (**Exhibit A**).
3. The total eligible costs of construction and permits of the waterline construction are \$42,096.67 and the estimated total reimbursement to the City is \$42,096.67.
4. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

5. The parties agree that, except as recited in this Agreement, the City has no further right of reimbursement with respect to the Water Improvements and City expressly releases the Developer from any further claim therefor.
6. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
7. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

**Approved by the Franklin Board of Mayor and Alderman on June 25, 2013.**

**WITNESS** our hands on the dates as indicated.

**RURAL PLAINS PARTNERSHIP**, a Tennessee general partnership

By: **BNB-WCO INVESTORS, LLC**, a Tennessee limited liability company, as Managing General Partner

By: 

Print Name: Phil Fawcett

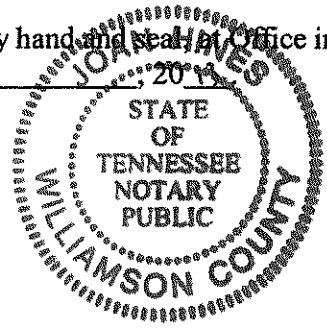
Title: MANAGER

Date: 6/10/13

STATE OF TENNESSEE )  
 )  
COUNTY OF Williamson )

Before me, Joan Hines, a Notary Public of said County and State, personally appeared Phil Fawcett, 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 manager (or other officer authorized to execute the instrument) of BNB-WCO Investors, L.L.C., a Tennessee limited liability company, which is a partner of Rural Plains Partnership, a Tennessee general partnership, and that he as such manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by him self as manager.

Witness my hand and seal of my office in Franklin, Tennessee, this 10 day of JUNE, 2014



Joan Hines  
Notary Public  
My Commission Expires: 1-26-2014

My Comm. Exp. 1-26-2014

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
Eric S. Stuckey  
City Administrator/Recorder

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE )  
 )ss:  
COUNTY OF WILLIAMSON )

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney



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

Exhibit A  
COF 2014-0008  
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### AGREEMENT FOR DEDICATION OF WATER LINE EASEMENT

For and in consideration of One (\$1.00) Dollar, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, RURAL PLANS PARTNERSHIP does hereby grant, bargain, sell, transfer and convey unto the **CITY OF FRANKLIN, TENNESSEE**, its successors and assigns forever, a permanent easement described below. All of which is more particularly shown below by words, figures, signs and symbols, and on the attached Exhibit A, which is made a part hereof.

A tract of land in the 10<sup>th</sup> District, Williamson County, Tennessee. A easement running over, on and across the lands of Rural Plans Partnership as recorded in Deed Book 2654, Page 823, Register's Office, Williamson County, Tennessee, (ROWC) and being in Plat Book 45, Page 81, and the City of Franklin tract being recorded in Book 5016, Page 867, also being Lot 1 of the Berry Farm's Town Center, Section 5, Subdivision, as recorded in Plat book 52, Page 130. Tract being bounded on the north by Old Peytonsvile Road, on the south by Berry Farm's Town Center Section 1 as recorded in Plat Book P55, Page 123, ROWC and on all sides by the City of Franklin tract and the of Rural Plans Partnership tract . Easement being described as follows: Point of Commencement being at the southeastern intersection of Right of Way (ROW) of old Peytonsvile Road and Lewisburg Pike; thence along the southern ROW of said Peytonsvile road South 83°34'13" East 917.03 feet to the POINT OF BEGINNING; thence South 83°34'13" East 20.00 feet to a point; thence leaving said ROW South 06°55'27" West 5.00 feet to a point; thence South 83°34'13" East 268.11 feet to a point; thence South 29°47'34" East 87.92 feet to a point; thence South 82°37'01" East 42.09 feet to a point; thence North 52°06'54" East 5.74 feet to a point; thence North 06°50'49" East 72.57 feet to a point on the southern ROW of said Peytonsvile Road; thence South 83°41'04" East 20.00 feet to a point; thence leaving said ROW South 06°50'49" West 81.10 feet to a point; thence South 52°06'54" West 22.41 feet to a point; thence North 82°37'01" West 60.36 feet to a point; thence North 29°47'34" West 87.71 feet to a point; thence North 83°34'13" West 258.15 feet to a point; thence South 06°55'27" West 9.85 feet to a point; thence South 38°51'01" West 48.43 feet to a point; thence South 51°56'06" West 76.48 feet to a point; thence South 74°26'06" West 77.32 feet to a point; thence North 83°03'54" West 71.72 feet to a point; thence South 18°11'06" West 128.96 feet to a point; thence South 29°26'06" West 157.68 feet to a point; thence South 62°42'11" East 21.19 feet to a point; thence South 17°42'11" East 57.55 feet to a point; thence South 27°17'49" West 68.09 feet to a point; thence South 72°17'49" West 54.07 feet to a point; thence North 62°42'11" West 31.87 feet to a point; thence South 31°47'48" West 108.73 feet to a point on the northern line of said Berry Farm's Town Center Section 1; thence along said northern line North 52°13'40" West 20.11 feet to a point; thence leaving said line North 31°47'48" East 125.13 feet to a point; thence South 62°42'11" East 42.07 feet to a point; thence North 72°17'49" East 37.50 feet to a point; thence North 27°17'49" East 51.53 feet to a point; thence North 17°42'11" West 40.98 feet to a point; thence North 62°42'11" West 33.67 feet to a point; thence North 29°26'06" East 176.47 feet to a point; thence North 18°11'06" East 129.68 feet to a point; thence North 29°26'06" East 19.12 feet to a point; thence South 60°33'54" East 10.99 feet to a point; thence South 83°03'54" East 69.36 feet to a point; thence North 74°26'06" East 69.36 feet to a point; thence North 51°56' 06"



East 70.21 feet to a point; thence North 38°51'01" East 40.42 feet to a point; thence North 06°55'27" East 28.95 feet to the point of beginning.

Containing 28,675 square feet or 0.66 acres.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect water lines within the limits of the aforesaid permanent waterline 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 aforesaid 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 aforesaid 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 10 day of JUNE, 2013.

**RURAL PLAINS PARTNERSHIP**, a Tennessee general partnership

By: **BNB-WCO INVESTORS, LLC**, a Tennessee limited liability company, as Managing General Partner

By: 

Print Name: PHIL FANCETT

Title: MANAGER

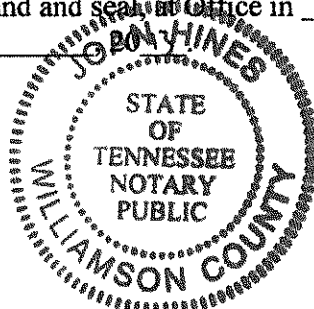
Date: 6/10/13

STATE OF TENNESSEE )  
 )  
COUNTY OF WILLIAMSON )

COF 2014-0008  
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Before me, Joan Hines, a Notary Public of said County and State, personally appeared Phil Fancetti, 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 manager (or other officer authorized to execute the instrument) of BNB-WCO Investors, L.L.C., a Tennessee limited liability company, which is a partner of Rural Plains Partnership, a Tennessee general partnership, and that he as such manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by him self as manager.

Witness my hand and seal in my Office in Franklin, Tennessee, this 10 day of JUNE



My Comm. Exp. 1-26-2014

Joan Hines  
Notary Public

My Commission Expires: 1-26-2014

ATTEST:

CITY OF FRANKLIN:

BY:

ERIC S. STUCKEY  
CITY ADMINISTRATOR

DR. KEN MOORE  
MAYOR

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

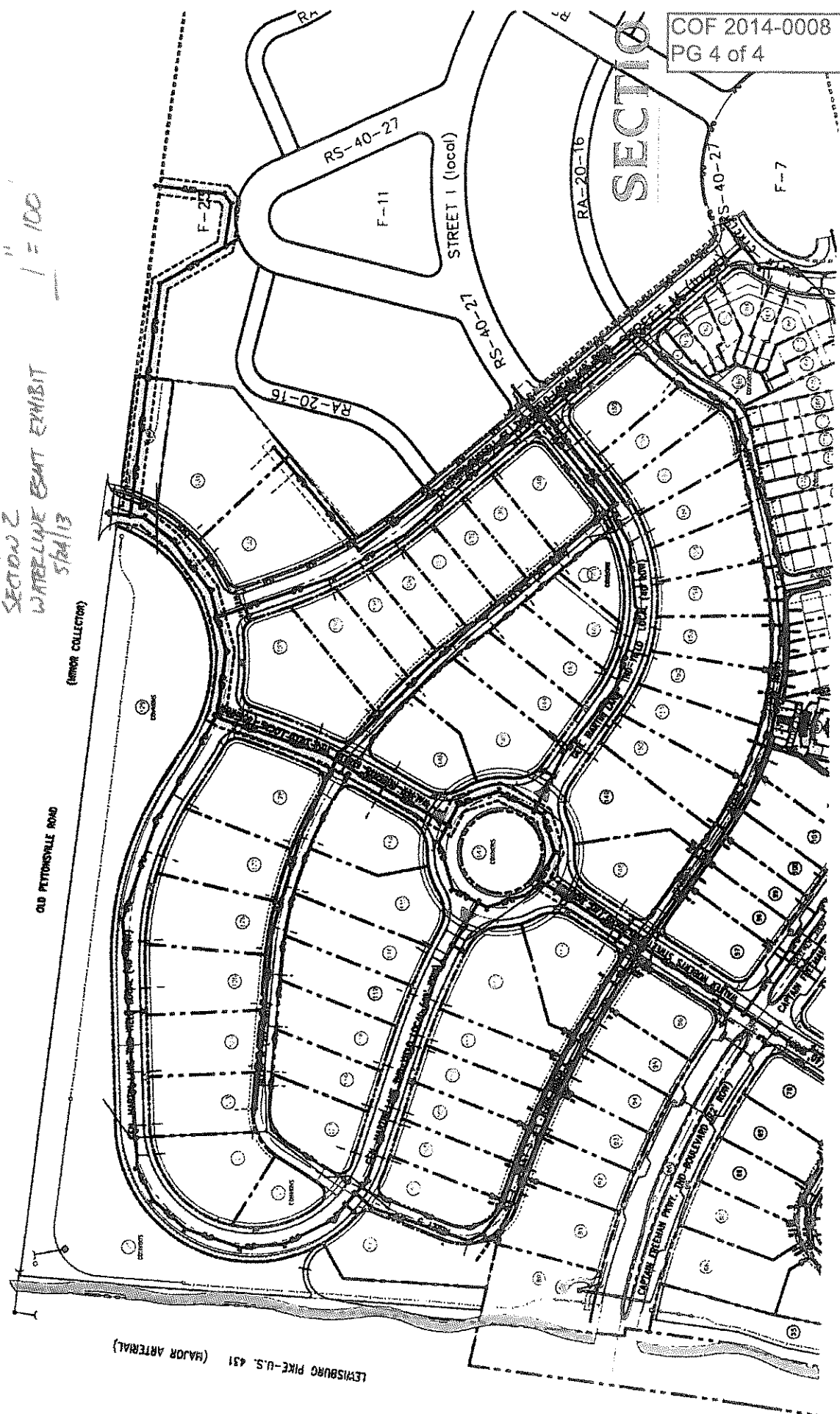
Personally appeared before me, the undersigned, a Notary Public of said State and County, **ERIC S. STUCKEY AND DR. KEN MOORE**, with whom I am personally acquainted and who acknowledge that they executed the within instrument for the purposes therein contained, and who further acknowledge that they are the Mayor and City Administrator of the maker or a constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

BEERY FARMS  
SECTION 2  
WATERLINE & GAS EXHIBIT  
5/24/13



LEWISBURG PIKE - U.S. 431 (MAJOR ARTERIAL)

