

RESOLUTION 2024-21

A RESOLUTION TO GRANT THE CITY ADMINISTRATOR AUTHORITY TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE PURCHASE OF THE BATTLEFIELD PARK PROPERTY AND THE ROPER'S KNOB EXPANSION

WHEREAS, The Battle of Franklin Trust, a Tennessee non-profit corporation, and Franklin's Charge, Inc., a Tennessee non-profit corporation, (collectively referred to herein as the "Battlefield Organizations") are actively working with the City to complete the development and construction of a Civil War battlefield park open to the public known as the Carter Hill Battlefield Park, the location of which is generally depicted on the map incorporated in the attached Memorandum of Understanding, COF Contract No. 2024-0092 ("MOU"); and

WHEREAS, in furtherance of the development of the Carter Hill Battlefield Park, Franklin's Charge purchased the real property described on Collective Exhibit B of the MOU attached hereto (this exhibit contains the Spivey Property and the Williams Property), as such terms are defined therein, and Franklin's Charge desires to transfer and convey the property described on Collective Exhibit B hereto to the City pursuant to the terms of the MOU; and

WHEREAS, additionally, Franklin's Charge has entered into a contract with the owners of the real property described on Exhibit C hereto (collectively, the "Danmark Property") to acquire the Danmark Property. Thereafter and pursuant to the terms of the attached MOU, Franklin's Charge shall convey the Danmark Property to the City, and

WHEREAS, Franklin's Charge has entered into a contract to purchase for Two Million and No/100 Dollars (\$2,000,000.00) certain property adjacent to property currently owned by the City and known generally as Roper's Knob. This property adjacent to Roper's Knob is hereby referred to as the "Roper's Knob Expansion"; and

WHEREAS, the City desires to purchase the Battlefield Park Property and the Roper's Knob Expansion Property from the Battlefield Organizations for the purchase price of Four Million and No/100 Dollars (\$4,000,000.00) as set forth in the Memorandum of Understanding attached hereto; and

WHEREAS, the City desires to grant authority to the City Administrator and City Law Department to execute the attached Memorandum of Understanding on behalf of the City.

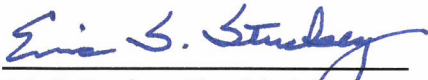
NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the Board of Mayor and Aldermen authorize the City Administrator and City Law Department to execute the attached Memorandum of Understanding with the Battlefield Organizations for the purchase of the Battlefield Park Property and the Roper's Knob Expansion Property for Four Million and No/100 Dollars (\$4,000,000.00).


SECTION II. That the attached Memorandum of Understanding and the exhibits accompanying the Memorandum of Understanding shall be made a part of this Resolution as though copied verbatim herein.

IT IS SO RESOLVED AND DONE on this 9th day of April, 2024.

ATTEST:

By: 
Eric S. Stuckey, City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: 
Dr. Ken Moore, Mayor

Approved as to Form:

By: 
J. Blake Harper, Staff Attorney

COF CONTRACT NO. 2024-0092

AGREEMENT AND MEMORANDUM OF UNDERSTANDING

ENTERED INTO as of this ___ day of _____, 2024 by and among the CITY OF FRANKLIN, TENNESSEE, a municipal government organized and existing under the laws of the State of Tennessee (the “City”), and THE BATTLE OF FRANKLIN TRUST, a Tennessee non-profit corporation (“BOFT”), and FRANKLIN’S CHARGE, INC., a Tennessee non-profit corporation (“FC”), (herein BOFT and FC and their successors and assigns, shall collectively be referred to as the “Battlefield Organizations”).

RECITALS:

1. The Battlefield Organizations are actively working with the City to complete the development and construction of a Civil War battlefield park open to the public known as the Carter Hill Battlefield Park, the location of which is generally depicted on the map attached hereto as Exhibit A.

2. In furtherance of the development of the Carter Hill Battlefield Park, FC purchased the real property described on Collective Exhibit B hereto (this exhibit contains the Spivey Property and the Williams Property), as such terms are defined therein, and FC desires to transfer and convey the property described on Collective Exhibit B hereto to the City pursuant to the terms of this Agreement.

3. Additionally, FC has entered into a contract with the owners of the real property described on Exhibit C hereto (collectively, the “Danmark Property”) to acquire the Danmark Property. Thereafter and pursuant to the terms of this Agreement, FC shall convey the Danmark Property to the City.

4. The property described on Exhibit B and Exhibit C shall collectively be referred to herein as the “Battlefield Park Property.”

5. Furthermore, FC has entered into a contract to purchase for Two Million and No/100 Dollars (\$2,000,000.00) certain property adjacent to property currently owned by the City and known generally as Roper’s Knob. This property adjacent to Roper’s Knob is hereby referred to as the “Roper’s Knob Expansion.”

6. This Agreement is intended to set forth the terms and conditions regarding the conveyance of the Battlefield Park Property and the Roper’s Knob Expansion to the City.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the City and the Battlefield Organizations agree as follows:

1. Purchase Price. The purchase price for the Battlefield Park Property and the Roper’s Knob Expansion shall be Four Million and No/100 Dollars (\$4,000,000.00) paid by the City as follows: (a) on or before August 26, 2024, the City shall pay to FC an amount equal to One Million and No/100 Dollars (\$1,000,000.00), and (b) on the 1st day of October, 2024 the City shall pay to

FC an amount equal to Three Million (\$3,000,000.00). The payment of the purchase price shall be made from time to time as set forth herein by direct deposit into the FC account maintained at [TBD], bearing account No. [TBD].

2. Transfer of the Battlefield Park Property. FC shall cause the Battlefield Park Property and the Roper's Knob Expansion to be transferred to the City as follows:

(a) On October 1, 2024, FC shall cause that parcel described on Exhibit B and designated the "Spivey Property" to be transferred to the City;

(b) At such time as the structures located on the parcel described on Exhibit B and designated as the "Williams Property" have been demolished or removed, FC shall cause the Williams Property to be transferred to the City, provided it is understood and agreed that (i) the structures on the Williams Property must be removed and/or demolished prior to October 1, 2025, and (ii) notwithstanding anything contained in this section to the contrary, the City at any time and on thirty (30) days' prior written notice to FC may require the Williams Property to be transferred to the City regardless whether the structures have been removed and/or demolished.

(c) At such time as the structures located on the Danmark Property have been demolished or removed, FC shall cause the Danmark Property to be transferred to the City, provided it is understood and agreed that (i) the structures on the Danmark Property must be removed and/or demolished prior to October 1, 2025, and (ii) notwithstanding anything contained in this section to the contrary, the City at any time and on thirty (30) days' prior written notice to FC may require the Danmark Property to be transferred to the City regardless whether the structure has been removed and/or demolished.

(d) On or before April 1, 2025, FC shall cause the Roper's Knob Expansion to be transferred to the City; provided that notwithstanding anything contained in this section to the contrary, the City at any time and on thirty (30) day's prior written notice to FC may require the Roper's Knob Expansion to be transferred to the City.

(e) It is understood and agreed that the Battlefield Park Property and the Roper's Knob Expansion shall be transferred to the City pursuant to Special Warranty Deeds in form and substance satisfactory to the City.

(f) It is understood and agreed that the Battlefield Park Property and the Roper's Knob Expansion shall be transferred subject to conservation easements in substantially the same form and substance as those that currently encumber portions of the Battlefield Park Property. It further is understood and agreed that the Battlefield Park Property and the Roper's Knob Expansion shall be transferred to the City subject to all existing easements and restrictions, except that the Battlefield Park Property and the Roper's Knob Expansion shall be free and clear of all leases, deed of trust liens, judgment liens, and/or similar liens. Except for existing conservation easements, easements and restrictions of record, no other easements shall be permitted to encumber the Battlefield Park Property or the Roper's Knob Expansion without the prior written consent of the City.

3. Interpretation. The Battlefield Organizations, in concert with the City and the Tennessee Civil War National Heritage Area, shall work to install interpretative signage on the Battlefield Park Property and the Roper's Knob Expansion. The Tennessee Civil War National Heritage Area shall allocate funds for signage and interpretation. No signage or interpretative elements shall be constructed on the Battlefield Park Property or the Roper's Knob Expansion without the prior written consent of the City.

4. Inspection and Maintenance. The City is hereby granted the right at any time to enter upon and inspect and maintain all parcels comprising the Battlefield Park Property and the Roper's Knob Expansion. The Battlefield Organizations agree to cooperate with all directives and instructions by the City as such affect any parcel of Battlefield Park Property or the Roper's Knob Expansion from the date of the execution hereof until such parcel is transferred to the City. Until notified by the City to the contrary, BOFT agrees to be responsible for cutting the grass and otherwise maintaining the Battlefield Park Property at its cost.

5. Cooperation. The Battlefield Organizations shall cooperate with the City in the transfer, ownership, interpretation, and use of the Battlefield Park Property and the Roper's Knob Expansion.

6. Notice of this Agreement. The City may record this Agreement or a Memorandum hereof to provide public notice of the City's right of ownership of the Battlefield Park Property and the Roper's Knob Expansion.

ENTERED INTO the date first above written.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

ATTEST:

By: _____
Eric S. Stuckey, City Administrator

Approved as to form:

J. Blake Harper, Staff Attorney

BATTLEFIELD ORGANIZATIONS:

THE BATTLE OF FRANKLIN TRUST

By: _____
Eric Jacobson, CEO

FRANKLIN'S CHARGE, INC.

By: _____
Clay Perry, President

JOINDER PARTY:

TENNESSEE CIVIL WAR NATIONAL
HERITAGE AREA

By: _____
Dr. Carroll Van West
Executive Director

APPROVING PARTY:

SAVE THE FRANKLIN BATTLEFIELD, INC.

By: _____

Title: _____

Exhibit A

Map of Carter Hill Battlefield Park Area



Collective Exhibit B

Spivey Property Description

LEGAL DESCRIPTION
(1214 Columbia Avenue)

LAND IN WILLIAMSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

FRONTING ON COLUMBIA AVENUE IN SAID TOWN BEING LOT NO. 2 IN THE CARTER ADDITION TO THE TOWN OF FRANKLIN, FRONTING 105 FEET ON SAID AVENUE AND RUNNING BACK BETWEEN PARALLEL LINES 316 FEET MORE OR LESS; BOUNDED ON THE NORTH BY THE PROPERTY OF SAM TULLOCE ON THE EAST BY SAID COLUMBIA AVENUE ON THE SOUTH AND EAST BY THE PROPERTY BEASLEY.

BEING THE SAME PROPERTY CONVEYED TO GILBERT MARSHALL AND WIFE, HELEN DANIELS MARSHALL, BY DEED OF RECORD IN BOOK 71, PAGE 175, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE. GILBERT MARSHALL SUBSEQUENTLY DECEASED, VESTING THE PROPERTY IN HELEN DANIELS MARSHALL BY OPERATION OF LAW. UPON HER DEATH, HELEN DANIELS MARSHALL DEVISED THE PROPERTY TO ADINE GRAHAM AND UTIE MARSHALL HOLSHOUSER. ADINE GRAHAM DECEASED, VESTING HER ONE-HALF INTEREST IN PHYLLIS ELDRIDGE, INDIVIDUALLY, AND PHYLLIS ELDRIDGE AND/OR UTIE M. HOLSHOUSER, AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF ADINE GRAHAM, FOR THE BENEFIT OF WINFRED GILBERTA GRAHAM, HER LAST WILL AND TESTAMENT BEING OF RECORD IN BOOK 2585, PAGE 212, SAID REGISTER'S OFFICE. UTIE MARSHALL HOLSHOUSER HAVING SINCE DECEASED, WITH HER ONE-HALF INTEREST BEING CONVEYED TO HELEN H. SPIVEY, BY DEED FROM HELEN H. SPIVEY, ADMINISTRATRIX OF THE ESTATE OF UTIE MARSHALL HOLSHOUSER, OF RECORD IN BOOK 4686 PAGE 181, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE. PHYLLIS G. ELDRIDGE, TRUSTEE OF THE WINIFRED GIBERTA GRAHAM TRUST ESTABLISHED BY LAST WILL AND TESTAMENT OF ADINE MARSHALL GRAHAM OF RECORD IN BOOK 2585, PAGE 212 CONVEYED ONE-FOURTH (1/4) INTEREST TO PHYLLIS G. ELDRIDGE BY QUIT CLAIM DEED OF RECORD IN BOOK 7500, PAGE 394, IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

Collective Exhibit B

Williams Property Description

LEGAL DESCRIPTION

The following described tract or parcel of land, lying, located and being in the Ninth Civil District of Williamson County, Tennessee, within the Corporate Limits of the City of Franklin, more particularly described as follows:

Said Lot being bounded on the North by Gilbert Marshall, now Franklin's Charge, Inc., on the East by Columbia Avenue, on the South by Battle Ground Academy, now Granbury Street, and on the West by Franklin Housing Authority, and fronts 125 feet on the easterly margin of Columbia Avenue and runs back between parallel lines measuring 315 feet thereon to a rear line which measures 125 feet thereon.

Exhibit C

Danmark Property Description

Street Address: 1200 Columbia Ave., Franklin, TN 37064

Legal Description:

Located and being in the Town of Franklin, in the Ninth Civil District of Williamson County, Tennessee, and being Lot One, Moscow B. Carter Plan of Lots situated the Ninth Civil District, Williamson County Tennessee and recorded in Deed Book No. 82, page 214, Register's Office of Williamson County, Tennessee, Marnie B. Sedberry, owner.

Beginning at an iron pin corner, formerly a concrete monument, now shattered, said point being twenty-five feet (25.00') from the center of Columbia Avenue, a fifty-foot right-of-way, and being twenty-two feet and five tenths (22.50') from an iron fence corner near Carter's Garden, now or formerly, and southerly from that point. Also said corner is on the Southerly side of Strahl Street; thence by the right-of-way of Columbia Avenue South eight degrees and forty-one minutes West (S. 8 deg. 41 min. W. a distance of ninety-two feet (92.00') to an iron pin corner set in concrete, being the Northeast corner of Utie Holshouser, said property inherited from Gilbert Marshall as recorded in Deed Book 71, page 175, Register's Office of Williamson County, Tennessee. Thence, leaving the right-of-way of Columbia Avenue and now by lands of Utie Holshouser, North 84 deg. 16 min. West a distance of 299.05 feet to an iron pin corner in a chain link fence between this property and the Franklin Housing Authority. Thence by lands of the Franklin Housing Authority N. 10 deg. 27 min. E. a distance of 92.21 feet to a corner, being a railroad spike. Said corner is 1.25 feet Northerly on this line, from an iron fence corner, the end of the chain link fence aforementioned. Said corner being on the southerly side of Strahl Street. Thence along the southerly side of Strahl Street, S. 84 deg. 16 min. E. a distance of 296.00 feet to the place of beginning. Containing 0.6278 acres more or less. This survey prepared by Donald A. Ramsay, Registered Land Surveyor, 944 Percy Warner Boulevard, Nashville, Tennessee, 37205.

Being the same property conveyed to DanMark Company, a Tennessee general partnership composed of Daniel DePriest, Mark DePriest and William DePriest, its successors and assigns forever by warranty deed from John P. Chaffin and wife, M. Dianne Chaffin, of record in Book 849, page 579, Register's Office of Williamson County, Tennessee.