

ITEM #3
CIC
10-13-11

MEMORANDUM

October 6, 2011

TO: Board of Mayor and Alderman

FROM: Paul P. Holzen, P.E., Engineering Supervisor
Eric J. Gardner, P.E., Director of Engineering
David Parker, P.E., CIP Executive
Eric Stuckey, City Administrator

SUBJECT: Consideration of Property Acquisition/Right-of-Way Abandonment Per the Agreement with Alan D. Revelette and Candace Revelette for the Nichol Mill Lane Project

Purpose

The purpose of this memo is to finalize the Right-of-Way agreement with Alan D. Revelette and Candace Revelette for the conveyance of land as part of the Nichol Mill Lane Project.

Background

On December 12, 2011, the City of Franklin entered into an agreement for the conveyance of land for the Nichol Mill Lane project with Alan D. Revelette and Candace Revelette. As part of this agreement, the City of Franklin is required to dedicate a portion of the old Nichol Mill Lane right-of-way for the new proposed Nichol Mill right-of-way. The land exchange was to be "completed as soon as practicable" and "after the completion of all construction deemed necessary". Phase I construction of Nichol Mill Lane will be substantially complete by October 12, 2011.

Financial Impact and Recommendation

No financial impact.

Recommendation

Approval of the property acquisition/right-of-way abandonment per the agreement is recommended.

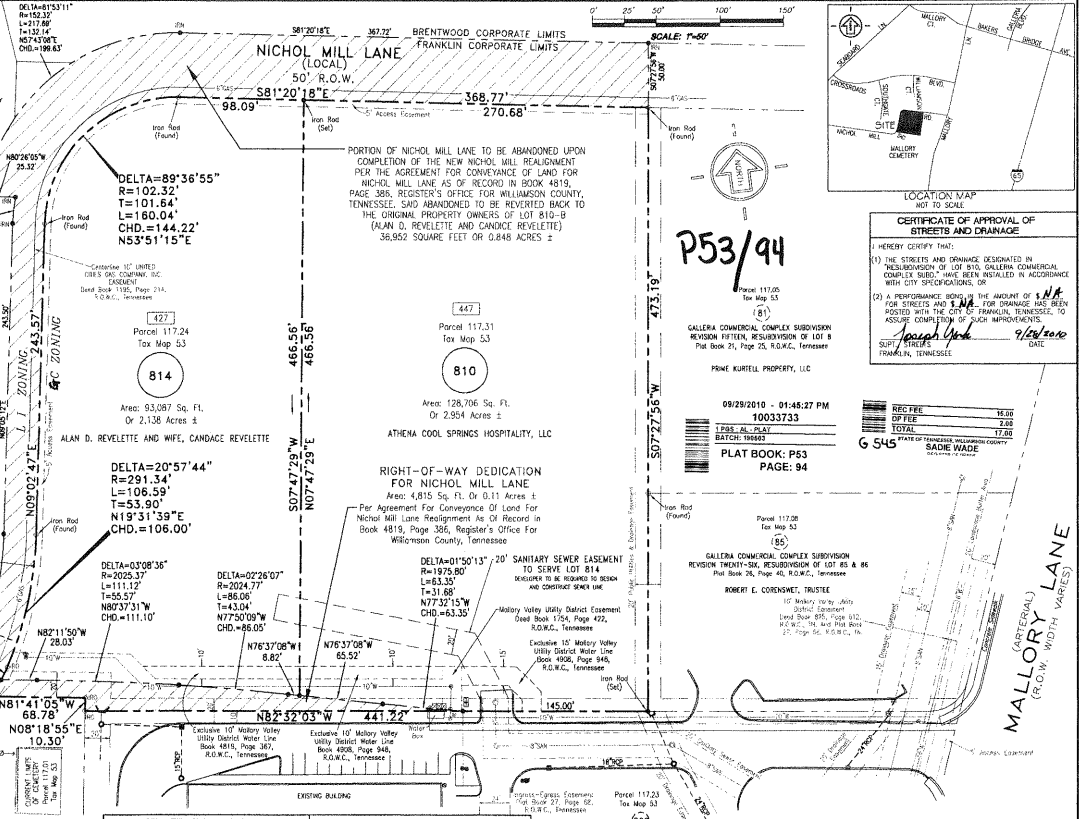
GENERAL NOTES:

- THE PURPOSE OF THIS PLAN IS TO RESUBDIVIDE LOT 810 INTO TWO (2) LEGAL LOTS OF RECORD AND TO REVISION THE FUTURE RIGHT-OF-WAY RESERVATION FOR NICHOL MILL LANE.
- EXISTING ZONING: P53/94 (REVISIONS OVERLAY, MCO-1) & DEVELOPMENT STANDARDS, COORDINATION.
- MINIMUM REQUIRED SETBACK LINES:
 FRONT: 30 FEET
 SIDE: 10 FEET
 REAR: 25 FEET
- SUBJECT PROPERTY IS CURRENTLY IDENTIFIED AS PARCELS 11724 AND 11731 ON WILLIAMSON COUNTY TAX MAP NO. 53.
- STREET ADDRESSES ARE SHOWN IN RED.
- THE DEVELOPER ACKNOWLEDGES THAT ALL LOTS HAVE ADEQUATE RECORDING EXEMPTIONS WITHIN THE REQUIRED SETBACK LINES.

OWNER/SUBDIVIDER: JAY BLODIN
 AERNA COOL SPRINGS HOSPITALITY, LLC
 2521 ELM HILL PIKE
 NASHVILLE, TENNESSEE 37214
 CONTACT: ALAN D. REVELLE
 (615) 478-1081

OWNER/SUBDIVIDER: LOT 810-B
 ALAN D. REVELLE AND WIFE, CANDACE REVELLE
 3204R-1812
 FRANKLIN, TENNESSEE 37048-1812
 CONTACT: ALAN D. REVELLE
 (615) 528-2222

SUBDIVISION: JAMES TERRY & ASSOCIATES
 2612 BRAHWOOD DRIVE
 BIRMINGHAM, TENNESSEE 37214
 CONTACT: JAMES TERRY
 (615) 863-2918
 TELEPHONE: (615) 863-2918
 FAX: (615) 863-2918



TOTAL AREA: 226,608 SQUARE FEET OR 5.203 ACRES

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED BY BOOK # PAGE #, R.O.W., TENNESSEE. I HAVE ADAPTED THIS PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOTS AS SHOWN HEREON SHALL BE SUBJECT TO EASEMENTS, RESERVATIONS, ALIENATION OR CHARGES UNLESS AS TO PRODUCE LESS AREA THAN IS HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, AND UNDER NO CIRCUMSTANCES SHALL SUCH LOTS BE MADE TO PRODUCE LESS AREA THAN IS PROVIDED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK # PAGE #, R.O.W., TENNESSEE, BEGINNING WITH THE TITLE TO THE PROPERTY. I (WE) FURTHER CERTIFY THAT THERE ARE NO LIENS ON THIS PROPERTY, EXCEPT AS FOLLOWS: BOOK # PAGE #.

Alan D. Revelle 9-15-10
 DATE

Candace Revelle 9/15/10
 DATE

James Terry 9-15-10
 DATE

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE WILLIAMSON COUNTY EMERGENCY MANAGEMENT AGENCY

James Terry 9/15/10
 DATE

WILLIAMSON COUNTY EMERGENCY MANAGEMENT AGENCY

CERTIFICATE OF ACCURACY

I (WE) HEREBY CERTIFY THAT THE SUBDIVISION PLAN AS SHOWN HEREON IS ACCURATE AND CORRECTLY PLACED AS INDICATED BY THE SURVEYING INSTRUMENTS USED IN THE SURVEY AND THAT THE AREA OF THE SUBDIVISION IS AS SHOWN ON THE 2ND PAGE OF THIS PLAN.

James Terry 9/15/10
 DATE

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

HEREBY:
 (1) THE SEWER SYSTEMS DESIGNATED IN "RESUBDIVISION OF LOT 810, GALLERIA COMMERCIAL COMPLEX SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR
 (2) A PERFORMANCE BOND IN THE AMOUNT OF \$ NA FOR THE SEWER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

James Terry 9/15/2010
 DATE

WILLIAMSON COUNTY EMERGENCY MANAGEMENT AGENCY

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

HEREBY CERTIFY THAT THE FOLLOWING WATER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAN ENTITLED "RESUBDIVISION OF LOT 810, GALLERIA COMMERCIAL COMPLEX SUBDIVISION" HAS BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE CODES AND STANDARDS OR A SECURITY BOND IN THE AMOUNT OF \$ NA HAS BEEN POSTED WITH MALLORY VALLEY U.D. TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Wesley Coole 9/14/2010
 DATE

MALLORY VALLEY UTILITY DISTRICT

GALLERIA COMMERCIAL COMPLEX SUBDIVISION

REVISION TWENTY-SEVEN, RESUBDIVISION OF LOT 808 & 809
 BOOK 314, PAGE 808, R.O.W.C., TENNESSEE

MEDIA PROPERTIES CORPORATION
 BOOK 314, PAGE 808, R.O.W.C., TENNESSEE

CERTIFICATE OF APPROVAL FOR RECORDING

APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, FRANKLIN, WILLIAMSON COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH CONDITIONS, IF ANY, AS ARE NOTED IN THE FRANKLIN SUBDIVISION MAPS FOR THIS DAY OF **September**, 2010 AND THE PLAN HAS BEEN APPROVED FOR RECORDING IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY.

Catherine Lawson 9/15/10
 DATE

FRANKLIN MUNICIPAL PLANNING COMMISSION

GALLERIA COMMERCIAL COMPLEX SUBDIVISION

FINAL PLAT, REVISION 34 (RESUBDIVISION OF LOT 810)

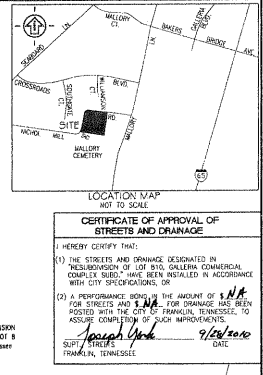
EIGHTH CIVIL DISTRICT, CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

CITY OF FRANKLIN PROJECT - COF #2087

FINAL SUBDIVISION PLAT
 FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 5.203 ± TOTAL LOTS: 2
 ACRES NEW STREETS: 0 FEET NEW STREETS: 0
 CIVIL DISTRICT: 80th CLOSURE ERROR: 0.1268001
 MILES OF NEW ROAD: 0 DATE: JUNE 3, 2010

PREPARED BY: JAMES TERRY & ASSOCIATES
 2612 BRAHWOOD DRIVE
 NASHVILLE, TENNESSEE 37214
 PHONE: (615) 863-2918



RECTIFY 1630
OFFICE 200
TOTAL 1780

PLAT BOOK: P53
PAGE: 94

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10033733

PLAT BOOK: P53
PAGE: 94

09/29/2010 - 01:45:27 PM
10033733
10033733

RECTIFY 1630
OFFICE 200
TOTAL 1780

PLAT BOOK: P53
PAGE: 94

THIS INSTRUMENT WAS
PREPARED BY:
City of Franklin
109 Third Ave South
Franklin, TN 37064

QUIT CLAIM DEED

Address New Owner(s)	Send Tax Bill To	Map Parcel #
City of Franklin P.O. Box 305 Franklin, TN 37064	N/A	Map 53 Parcel 117.24



KNOW ALL MEN BY THESE PRESENTS, that I/we **ALAN D REVELETTE and CANDACE REVELETTE**. ("**Grantor**") in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto, **THE CITY OF FRANKLIN, TENNESSEE** ("**Grantee**") all right, title and interest in a certain parcel of land situated in the 8th Civil District of Williamson County, Tennessee, being a portion of Parcel 117.24 Tax Map 53 and per the agreement for conveyance of land for Nichol Mill Lane as of record in book 4819, Page 386, Register's Office of Williamson County, Tennessee, and being more particularly described and shown on Exhibit A the Galleria Commercial Complex Subdivision Final Plat, Revision 34 Plat Book 53 Page 94, being 0.11 acres more or less.

TO HAVE AND TO HOLD, the granted premises, with all the rights, easements and appurtenances thereto belonging, to the said Grantee, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, we have set our hands on this the ____ day of October 20__.

GRANTOR:

Alan D Revelette

Candice Revelette

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)ss:
)

Personally appeared before me, **Alan D Revelette** and **Candice Revelette**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the _____ of _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
My Commission expires:

GRANTEE:
CITY OF FRANKLIN, TENNESSEE:

DR. KEN MOORE, Mayor

**ERIC S. STUCKEY, City Administrator/
Recorder**

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)ss:
)

Personally appeared before me, **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, after being first duly sworn, acknowledged themselves to be the City Administrator/Recorder and Mayor of the City of Franklin, Tennessee, respectively, and that as such City Administrator/Recorder and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
My Commission expires:

THIS INSTRUMENT WAS
PREPARED BY:
City of Franklin
109 Third Ave South
Franklin, TN 37064

QUIT CLAIM DEED

Address New Owner(s)	Send Tax Bill To	Map Parcel #
City of Franklin P.O. Box 305 Franklin, TN 37064	Alan D Revelette and Candace Revelette	N/A

=====

KNOW ALL MEN BY THESE PRESENTS, that I/we **THE CITY OF FRANKLIN, TENNESSEE**. ("**Grantor**") in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto **ALAN D REVELETTE and CANDACE REVELETTE**, ("**Grantee**") all right, title and interest in a certain parcel of land situated in the 8th Civil District of Williamson County, Tennessee, being a portion of old Nichol Mill Lane ROW per the agreement for conveyance of land for Nichol Mill Lane as of record in book 4819, Page 386, Register's Office of Williamson County, Tennessee, and being more particularly described and shown on Exhibit A the Galleria Commercial Complex Subdivision Final Plat, Revision 34, Plat Book 53 Page 94, being 0.848 acres more or less.

TO HAVE AND TO HOLD, the granted premises, with all the rights, easements and appurtenances thereto belonging, to the said Grantee, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, we have set our hands on this the ____ day of October 20__.

**GRANTOR:
CITY OF FRANKLIN, TENNESSEE:**

DR. KEN MOORE, Mayor

**ERIC S. STUCKEY, City Administrator/
Recorder**

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Personally appeared before me, **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, after being first duly sworn, acknowledged themselves to be the City Administrator/Recorder and Mayor of the City of Franklin, Tennessee, respectively, and that as such City Administrator/Recorder and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
My Commission expires:

GRANTEE:
CITY OF FRANKLIN, TENNESSEE:

Alan D Revelette

Candice Revelette

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Personally appeared before me, **Alan D Revelette** and **Candice Revelette**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the _____ of _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
My Commission expires:

09021708

Pick Up

AGREEMENT	
05/12/2009	10:37 AM
BATCH	148957
MIG TAX	0.00
TRN TAX	0.00

AGREEMENT FOR CONVEYANCE OF LAND FOR NICHOL MILL LANE REALIGNMENT

This Agreement is entered into by and between Alan D. Revelette and Candace Revelette ("Owner") and the City of Franklin, Tennessee ("City"). Owner and City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Owner owns that certain tract of real property located in Williamson County, Tennessee and known as Lot 810, Galleria Commercial Complex Subdivision, Revision Twenty-Seven, Resubdivision of Lot 808, of record in Plat Book 27, page 68, Register's Office for Williamson County, Tennessee, and of record in Book 2909, page 561, said Register's office (the "Property"); and,

WHEREAS, the Property is currently bounded on the North and West by Nichol Mill Lane; and,

WHEREAS, the City plans to relocate Nichol Mill Lane so that it will, upon completion of the said relocation, run generally along the South border of the Property; and,

WHEREAS, in order to accomplish the proposed relocation of Nichol Mill Lane, the City requires that Owner convey a portion of the Property to the City and, as consideration for such conveyance, the City will abandon the portion of the existing right-of-way of Nichol Mill Lane bounding the Property on its North and West borders and convey the said abandoned right-of-way to Owner; and,

WHEREAS, the Parties now desire to enter into this Agreement to memorialize the understandings and agreements between them related to the conveyances herein described.

NOW, THEREFORE, for and inconsideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City hereby agree as follows:

1. The Recitals set forth above are incorporated herein by this reference.
2. As soon as may be practicable after the execution of this Agreement by the Parties, and approval of this Agreement by the Board of Mayor and Alderman, if required, Owner shall convey to City, by good and valid Right-Of-Way Deed, that certain portion of the Property shown on Exhibit A, a copy of which is attached hereto and incorporated herein by this reference as if fully set forth verbatim, which is located along the southerly border of the Property and contains approximately 4,815 square

REC FEE	35.00
DP FEE	2.00
REG FEE	0.00
TOTAL	37.00

feet, or 0.111 acres, more or less, of land for use by the City as right-of-way for the relocation of a portion of Nichol Mill Lane and a permanent drainage easement. Additionally, Owner shall convey to City a Temporary Construction Easement for use by the City during construction of the relocated portion of Nichol Mill Lane, the said Temporary Construction Easement being of size and location as shown on Exhibit A. The said Right-Of-Way Deed shall be in a form reasonably acceptable to City, Owner, and Owner's attorney.


3. As soon as may be practicable after the completion of all construction deemed necessary or desirable by the City for the construction of the portion of Nichol Mill Lane which will be relocated along the southern boundary of the Property, but in no event any later than thirty (30) days after completion, the City shall abandon the portion of the right-of-way bounding the Property on its northern and western borders, remove all paving, crushed stone base, and all other parts of the abandoned roadway. A sketch showing the portion of Nichol Mill Lane right-of-way which will be abandoned by City and conveyed to Owner is marked Exhibit B and attached hereto and incorporated herein by this reference as if fully set forth verbatim. The said Deed shall be in a form reasonably acceptable to City, Owner, and Owner's attorney.
4. The City shall provide one curb-cut and thirty (30) feet business entrance for access from the relocated Nichol Mill Lane to the Property, which curb-cut and business entrance shall be located at Station 11+94.68, left of centerline, as is more particularly shown on Exhibit A.
5. The City acknowledges that: (a) Owner has been presented an offer to purchase approximately 3.261 acres, more or less, of the Property upon which the proposed purchaser intends to construct a full service hotel; and, (b) if the purchase and sale of the parcel is consummated, Owner will be left with a parcel of land that is of insufficient size to be used by Owner for its highest and best use; and, (c) if the Nichol Mill Lane right-of-way to be abandoned along the North boundary of the Property is included in the parcel proposed to be sold by Owner, the remaining parcel retained by Owner after such sale will be of sufficient size to permit its highest and best use by Owner; and, (d) upon the City's abandonment of the existing Nichol Mill Lane right-of-way bounding the Property on the north, a portion of the abandoned right-of-way will be conveyed by Owner to the proposed purchaser. Therefore, City agrees to use the area contained in the portion of the Nichol Mill Lane right-of-way to be abandoned which is adjacent to the northern boundary of the Property in all Planning, Zoning, Codes, and other required site calculations related to the development and construction which may be proposed for the Property, or any parcel thereof in the event the proposed purchase and sale is consummated. A sketch showing the parcel of the Property which the proposed purchaser desires to purchase and Owner desires to sell, including the abandoned Nichol Mill Lane right-of-way, is marked Exhibit C and attached hereto and incorporated herein by this reference as if fully set forth verbatim.

6. The City agrees that the Owner, the heirs, successors, and assigns may draft a site plan showing growth in the City's current right-of-way, which is to be abandoned at some point in the future.
7. The Owner, the heirs, successors and assigns agree that infrastructure shown on the site plan which is within the City's current right-of-way will not be built until the right-of-way has been abandoned by the City.
8. The City acknowledges that this Agreement will be relied upon by Owner, Owner's proposed purchaser, and lender for Owner's proposed purchaser, and that all or some of the benefit conferred on Owner by City in this Agreement will be assigned to, or otherwise inure to the benefit of, Owner's proposed purchaser.
9. This Agreement, or any portion thereof, may be assigned by Owner without the consent of City. This Contract is binding upon the heirs, successors, and assigns of the respective parties, and constitutes the entire agreement between the parties. Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders. This instrument is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. Time is of the essence in this Agreement and all its parts.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date or dates set forth below. This Agreement shall be effective as of the last date set forth below.

OWNER:

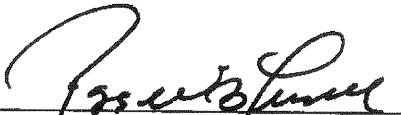
CITY:


Alan D. Revelette 12-11-08

City of Franklin, Tennessee


Candace Revelette 12-11-08


By: John C. Schroer 12-9-08
Its: Mayor


By: Russell B. Truell 12-9-08
Its: Interim City Administrator

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Alen D. Revelette, with whom I am personally acquainted (or who proved to me his identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of December, 2008.

My commission expires: 4/12/10

Krissy McNeely
Notary Public



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the State and County the aforesaid, Candace Revelette, with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11th day of December, 2008.

My commission expires: 4/12/10

Krissy McNeely
Notary Public



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, John C. Shore, with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, proved himself to be the Mayor of City of Franklin, State of Tennessee, and who being authorized to do so, acknowledged he executed the foregoing instrument for the purposes therein contained.

Witness my hand, at office, this 9th day of ^{December} ~~July~~, 2008.

My commission expires: 4/12/10

Krissy McNeely
Notary Public



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Russell B. Truell, with whom I am personally acquainted (or who proved to me his identity on the basis of satisfactory evidence), and who, proved himself to be the Interim City Administrator of City of Franklin, State of Tennessee, and who being authorized to do so, acknowledged he executed the foregoing instrument for the purposes therein contained.

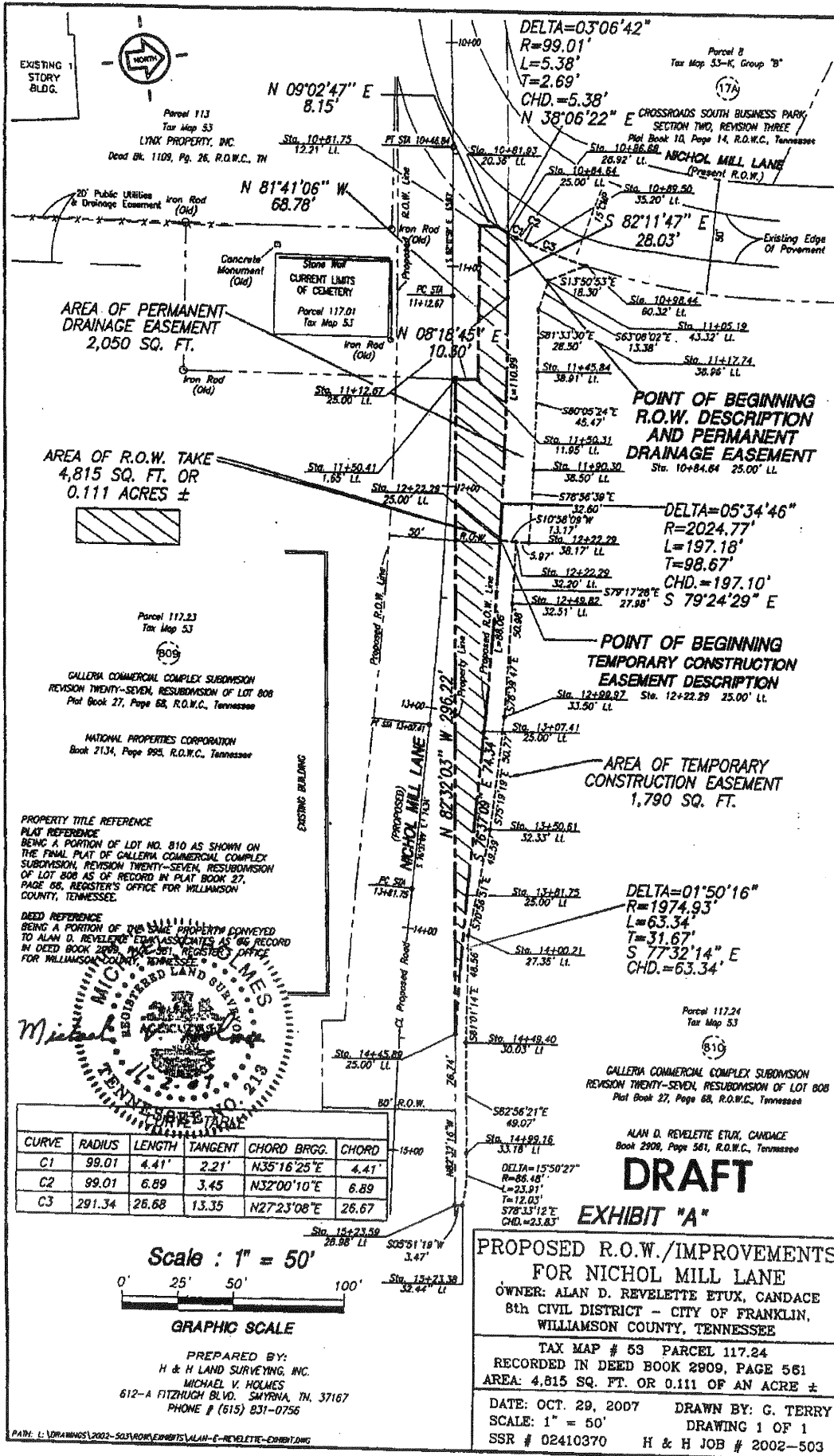
Witness my hand, at office, this 9th day of ^{December} ~~July~~, 2008.

My commission expires: 4/12/10 Krissy McNeely
Notary Public

This document prepared by
SIDWELL, BARRETT & WELCH, P.C.
121 First Avenue, South, Suite 200
Franklin, TN 37064



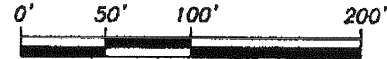
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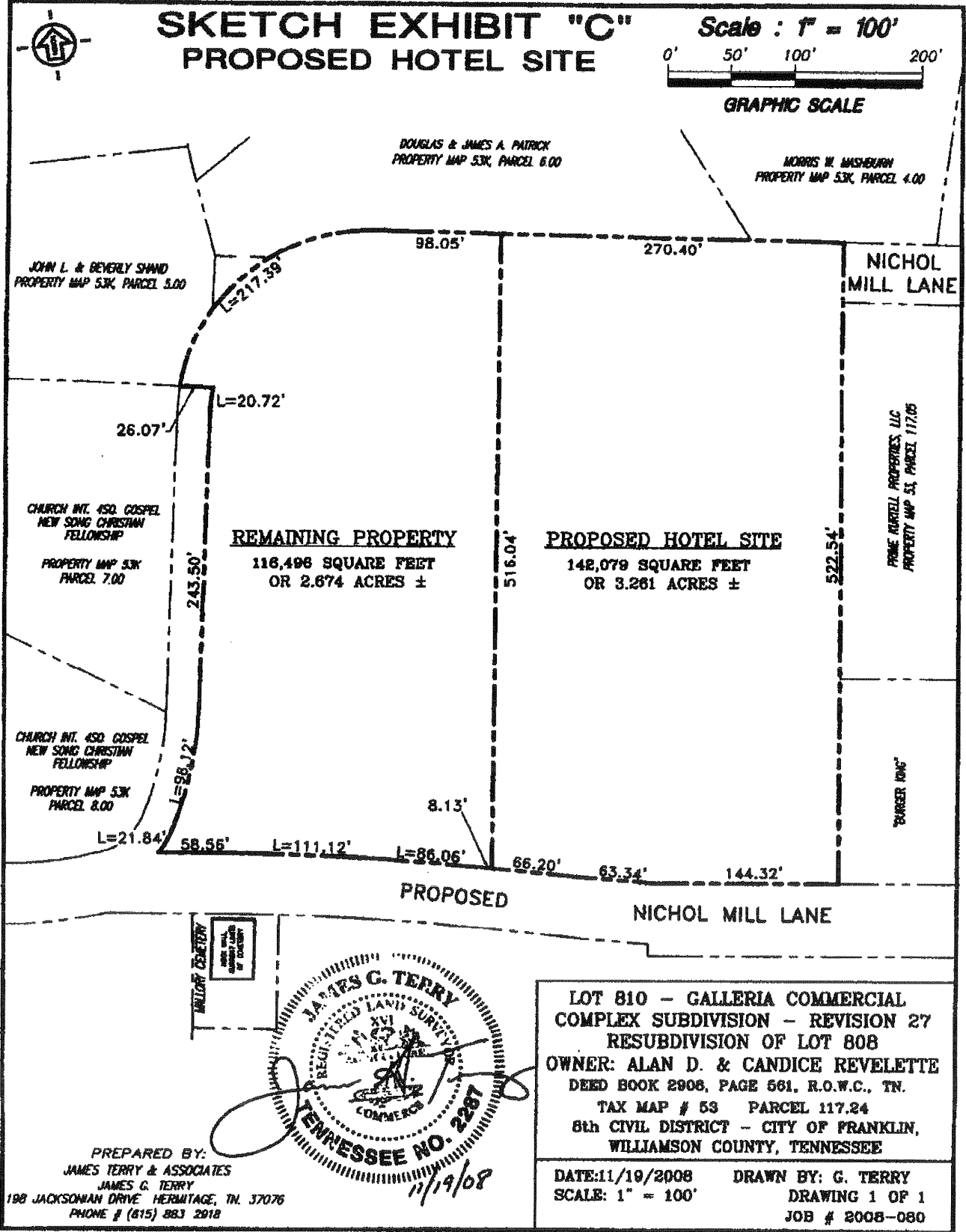
PARC. L:\DRAWINGS\2002-503\FROM EXHIBITS\ALAN-D-REVELETTE-CORRECT.DWG

SKETCH EXHIBIT "C" PROPOSED HOTEL SITE

Scale : 1" = 100'

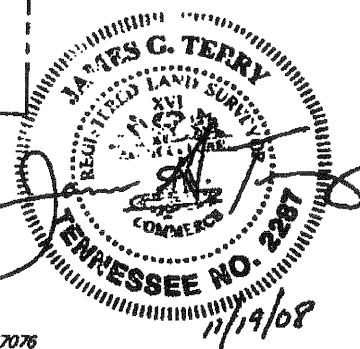


GRAPHIC SCALE



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P
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2

WILLOW CEMETERY
SEE MAP FOR LOCATION



PREPARED BY:
JAMES TERRY & ASSOCIATES
JAMES G. TERRY
188 JACKSONIAN DRIVE HERMITAGE, TN. 37076
PHONE # (615) 883 2918

LOT 810 - GALLERIA COMMERCIAL
COMPLEX SUBDIVISION - REVISION 27
RESUBDIVISION OF LOT 808
OWNER: ALAN D. & CANDICE REVELETTE
DEED BOOK 2908, PAGE 561, R.O.W.C., TN.
TAX MAP # 53 PARCEL 117.24
8th CIVIL DISTRICT - CITY OF FRANKLIN,
WILLIAMSON COUNTY, TENNESSEE

DATE: 11/19/2008 DRAWN BY: G. TERRY
SCALE: 1" = 100' DRAWING 1 OF 1
JOB # 2008-080