

RESOLUTION 2018-54

A RESOLUTION VALIDATING THE COST OF CONSTRUCTION OF ROADWAY IMPROVEMENTS ON MCEWEN DRIVE

WHEREAS, on September 12, 2006, the City of Franklin and Southern Land Company, LLC (Developer) entered into a Road Impact Fee Offset Agreement for certain roadway improvements on McEwen Drive; and

WHEREAS, the City, as a condition of plan approvals for the Developer, required dedication and construction of certain non-site related road improvements as detailed in the Road Impact Fee Offset Agreement; and

WHEREAS, at the time of the agreement the Developer produced to the City Engineer reliable estimates of the cost of the said road improvements equal to \$2,058,085.35; and

WHEREAS, the total offset to be applied to impact fees due to the City is an identical amount; and

WHEREAS, the total offsets applied by Southern Land Company, LLC, to impact fees due to the City presently totals \$1,026,723.00; and

WHEREAS, the City Engineer and Development Services Analysts have confirmed that the improvements have been completed and, furthermore, validated that the costs of construction and right-of-way dedicated as stated in the September 12, 2006, Road Impact Offset Agreement are appropriate.

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

Section 1. The successor in interest to the Developer, by General Assignment dated January 6, 2016, is NR McEwen Property Owner LLC.

Section 2. NR McEwen Property Owner LLC is eligible to apply the remaining offset amount of \$1,031,362.35 to impact fees due to the City.

Adopted this ____ day of _____, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM BY:

Shauna R. Billingsley, City Attorney

EXHIBIT A

ROAD IMPACT FEE OFFSET AGREEMENT

This contract between THE CITY OF FRANKLIN, TENNESSEE ("City") and SOUTHERN LAND COMPANY, LLC, a Tennessee limited liability company, or ("Developer"), entered into on this the 12th day of September 2006, pursuant to Section 16-417 of the Franklin Municipal Code.

WHEREAS, the Developer has submitted to the Franklin Municipal Planning Commission for approval development plats and plans for McEwen Place Town Center (the "development" and "the development project"); and

WHEREAS, the City, through its Planning Commission as a condition of concept plan and/or final plat approval(s) for the Developer or its predecessors in interest, required the dedication and construction of certain non-site related road improvements identified in the City's Major Thoroughfare Plan, and which are described more fully below and said improvements having now been constructed according to City standards and/or the Developer having produced to the City reliable estimates of the cost of the said road improvements; and

WHEREAS, Developer has made application to offset a portion of the costs of construction of these improvements against any impact fees due, and the amount of such eligible costs, and potential off-set, was determined by the City

Engineering Department, with concurrence of the City Attorney, on August 23, 2006, to be \$2,058,085.35.

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 information related to the costs of construction of the following improvements and works:

2,500 linear feet of McEwen Drive

3. The total eligible costs of construction and right of way of the above improvements is \$2,058,085.35 and the total offset to be applied to impact fees due the City is an identical amount.

4. This offset shall be applied to the total impact fees due in the development project, prior to issuance of the building permit to the Developer or its successors in interest. Any impact fees already paid shall be reimbursed within thirty (30) days. Pursuant to the ordinance, the eligible offset may not exceed the total of impact fees due for the development project. Section 16-417 (7).

As approved by the Franklin Board of Mayor and Alderman on September 12, 2006.

WITNESS our hands on this thea day of September, 2006.

D : IMP . 1

CITY OF FRANKLIN, TENNESSEE

By: Thomas R. Miller

THOMAS R. MILLER

Mayor

James R. Johnson

JAMES R. JOHNSON

City Administrator/Recorder

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SOUTHERN LAND COMPANY, LLC

[Signature]

By: Vice President

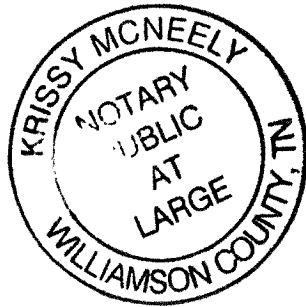
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared Thomas R. Miller and James R. Johnson, 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/Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for

the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the & \$ day of September 2006.



Krissy McNeely
Notary Public
My Commission expires: 4/11/11

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ROAD-
STATE OF TENNESSEE

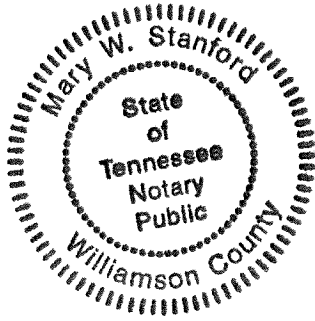
) ss:

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally a 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 the CuÄSouthern Land Company, LLC and that as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the _ day of September 2006.

D : IMP . 1



Mary W. Stanford
Notary Public
My Commission expires: 10/24/09

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SOUTHERN LAND COMPANY, LLC

[Signature]

By: Vice President

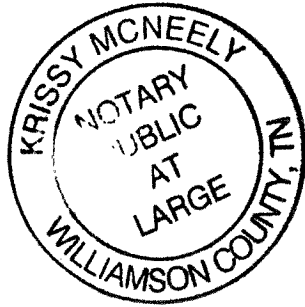
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WITNESS, my hand and seal on this the & \$ day of September 2006.



Krissy McNeely
Notary Public
My Commission expires: 4/11/11

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ROAD-
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My Commission expires: 10/24/09

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