

**AGREEMENT FOR CONVEYANCE AND DEDICATION OF IN-KIND PROPERTY
OR CASH DONATION
COF Contract 2014-0329**

THIS AGREEMENT ("Agreement") is entered into as of _____, 2014, between **RURAL PLAINS PARTNERSHIP**, a Tennessee general partnership ("Owner"), and **THE CITY OF FRANKLIN** ("City").

WITNESSETH:

WHEREAS, Owner is the owner of that that certain real property commonly known as Berry Farms Town Center located in the City of Franklin, Tennessee (the "Development"); and

WHEREAS, pursuant to Ordinance 2005-17, one of the conditions of approval for the Development was that a lot be conveyed and dedicated to the City for a fire station site, said condition being more particularly set forth in the aforementioned Ordinance ("Condition"); and

WHEREAS, the Owner and the City have reached certain agreements regarding such Condition and desire to enter into this Agreement in order to set forth their mutual understanding with regard thereto.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the foregoing recitals and the mutual covenants contained herein, the receipt and sufficiency of which are hereby confessed and acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Condition Satisfied by Cash Donation or In kind Property Conveyance. The City hereby agrees that the Condition that a fire station site be dedicated to the City by Owner, as more particularly set forth in Ordinance 2005-17, may be satisfied by either (a) a conveyance by Owner of Lot 199 in proposed Section 4 of the Development to the City pursuant to the draft deed attached hereto as **Exhibit "A"**, or (b) a cash donation by Owner to the City. Said cash donation shall be based on the combined square foot sales price, net of closing costs, the Owner actually receives at closing and as documented on the closing statements for Lots 199 and 205 multiplied by 57,064 square feet which is equivalent to the 1.31 acres contained within Lot 199 or, \$696,808.00 (\$12.21 per square foot) net closing costs, whichever is greater.

On or before that date which is (i) thirty (30) days following the closing of Lots 199 and 205 or (ii) September 30, 2015, whichever is later to occur, Owner shall satisfy the Condition by electing, in Owner's sole and absolute discretion, (a) or (b) above.

2. Section 4 Plat. The City and Owner agree that development activity on Lots within Section 4 may commence once the Final Plat is recorded but shall cease on all Lots within Section 4 if the Owner has failed to satisfy the terms of this agreement on or before that date which is the later of the following (i) thirty (30) days following the closing of the sale of Lots 199 and 205 or (ii) September 30, 2015.

3. Satisfaction of Condition. Upon satisfaction of the Condition, whether by deed or cash donation, the City shall provide Owner with evidence that the Condition and the terms this Agreement have been satisfied in full.

4. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard for choice of law rules. The parties irrevocably consent to the jurisdiction and venue in the state courts for Williamson County, Tennessee. If either party hereto brings an action, lawsuit, or other legal proceeding against the other party arising out of this Agreement, the prevailing party in such action, lawsuit, or proceeding shall be entitled to recover from the other party all reasonable costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees and expenses) incurred in connection with such action, lawsuit, or proceeding. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by scanned, pdf, electronic or facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date set forth hereinabove.

Rural Plains Partnership

By: BNB-WCO Investors, LLC
Managing General Partner

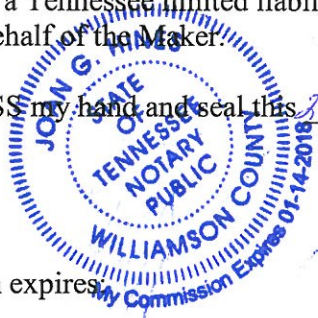
By: Phil Judd

Title: Manager

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, a Notary Public, Phil Fawcett, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Manager of **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is one of two partners of **Rural Plains Partnership**, a Tennessee general partnership, Maker, and is authorized by **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand and seal this 33rd day of January, 2014: 2015.



Joan Hines
Notary Public

My Commission expires 1-14-2018

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date set forth hereinabove.

Attest

City of Franklin

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public, Eric Stuckey and Dr. Ken Moore, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that Eric Stuckey is the City Administrator for the City of Franklin, Tennessee and Dr. Ken Moore is the Mayor of the City of Franklin, Tennessee and are authorized to execute this instrument on behalf of the Maker.

WITNESS my hand and seal this ____ day of _____, 2014.

Notary Public

My Commission expires:

Approved as to form

By: _____
Shauna R. Billingsley
City Attorney

THIS INSTRUMENT
PREPARED BY AND RETURN TO:

EVANS | PETREE PC
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

NEW PROPERTY OWNER AND
SEND TAX BILLS TO:

CITY OF FRANKLIN

TAX ID #

PROPERTY ADDRESS: VACANT

SPECIAL WARRANTY DEED WITH RESTRICTIONS

THIS INDENTURE made and entered into as of this ___ day of _____, 2014, by and between **Rural Plains Partnership**, a Tennessee general partnership whose partners are BNB-WCO Investors, LLC, a Tennessee limited liability company, The Avalyn Berry Swain and Tyler Berry IV Rural Plains Partnership, a Tennessee general partnership whose partners are The Avalyn Berry Swain Family Partnership, a Tennessee partnership, and The Tyler Berry IV Rural Plains Partnership, a Tennessee partnership, as Grantor, and **The City of Franklin**, Grantee,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following described real estate situated and being in Williamson County, Tennessee:

Lot 199, Section 4 ("Property" or "Lot"), Berry Farms Town Center ("Development") which Lot is shown on plat of record in Plat Book ____, Page ____ ("Plat"), in the Register's Office of Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said property and incorporated herein by reference as if copied verbatim.

Being part of the same property as that conveyed to Grantor by Quitclaim Deeds of record in Book 2654, Page 817, and Book 2654, Page 823, in the Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, its heirs and assigns in fee simple forever.

And the said Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee of the aforescribed real estate, that it has a good right to sell and convey the same; that the same is unencumbered except for those matters of record in the Register's Office of Williamson County, Tennessee and which would be shown by survey, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

The Property is conveyed "As Is", and Grantor makes no representations, written, oral or implied, as to the condition of the Property or any improvements thereon.

In addition, the Property is conveyed to the following restriction:

For a period of _____ years from the date of recording hereof, the Property conveyed herein shall used solely as a fire station. The Property is being given to the Grantee with the express understanding that if the Property shall cease to be used as a fire station during the aforementioned ___ year period, then the Property shall revert back to the Grantor and its successors free from any encumbrances whatsoever and this conveyance shall become null and void. Upon cessation of fire station use, the Grantee will execute a quit deed conveying title to the Property free from any encumbrances whatsoever back to Grantor. The forgoing restriction shall be for a term of _____ years from the date of recording hereof and shall run with the land and be binding on the successors and assigns of party of the second part.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said Grantor the day and year first above written.

Rural Plains Partnership

By: BNB-WCO Investors, LLC
Managing General Partner

By: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public, _____, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is one of two partners of **Rural Plains Partnership**, a Tennessee general partnership, Maker, and is authorized by **BNB-WCO Investors, LLC**, a Tennessee limited liability company, which is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand and seal this ____ day of _____, 2014.

Notary Public

My Commission expires:

State Tax.....\$0.00
Register's Fee..... 2.00
Recording Fee..... 10.00
Total\$12.00

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2014.

Notary Public

My Commission expires: _____

