ROAD IMPACT FEE OFFSET AGREEMENT COF CONTRACT No. 2017-0283 AMENDMENT 1

This Amendm	nent is entered betw	veen THE CITY OF	F FRANKLIN, TEI	NNESSEE ("City")
and Avalon Squared	l, LLC, a Tenness	ee limited liability	company, ("Deve	loper"), on this the
day of	, 201, pursua	nt to Title 16, Chap	oter 4 of the Frank	in Municipal Code
("FMC").				

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Avalon Square for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, dedicate right-of-way and construct certain arterial and collector, non-site related, roadway improvements as a requirement of the Development Project; and

WHEREAS, the arterial and collector improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan; and

WHEREAS, on April 30th, 2007 the City and Developer entered into an "Agreement for Completion of Roadway Improvements" (the Agreement) and the Developer has made application to offset a portion of the costs against any Road Impact Fees due from the Development Project; and

WHEREAS, The City and Developer desire to amend the Agreement dated April 30th, 2007; and

WHEREAS, the Developer has completed the arterial and collector roadway improvements and submitted the required invoices, contracts and release of liens as shown on Exhibit A, said invoices dictate that the final cost of the project was TWO MILLION NINE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY-TWO and 32/100 Dollars (\$2,969,432.32); and

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

- 1. The foregoing recitals are incorporated by reference as if fully state herein and made a part thereof.
- 2. Developer has submitted reliable information, as shown on Exhibit A, related to the final costs of design, right-of-way and construction of the following arterial and collector roadway improvements and/or works:

McEwen Drive, Cool Springs Boulevard Extension and Oxford Glen Drive

3. The City agrees to reimburse the Developer and amount not to exceed \$2,659,913.10 in arterial impact fees and \$309,519.22 in collector impact fees collected as part of the

Development Project. At no time shall reimbursement exceed the arterial or collector impact fees collected as part of the Development Project.

- 4. Invoices to the City shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected arterial and collector impact fees and paragraph 3 above.
- 5. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument. All other conditions and requirements outlined in the "Agreement for Completion of Roadway Improvements" dated April 30th, 2007, have been satisfied by both the City and Developer.
- 6. The City shall have no liability except as specifically provided in this Agreement.
- 7. 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.
- 8. 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.
- 9. All other provisions of the Agreement dated April 30, 2007 are unchanged and remain in full force and effect.

Approved by the Franklin Board of Mayor and Aldermen on	, 2	01_	_•
WITNESS our hands on the dates as indicated.			

		<u>DEVELOPER</u>
		Avalon Squared, LLC, a Tennessee limited liability company
		By:
		Print Name:
		Title:
STATE OF TENNESSEE)	
COUNTY OF))	

Before me,	, a Notary Public of said County and , with whom I am personally of satisfactory evidence), and who, upon oath
State, personally appeared	, with whom I am personally
acquainted (or proved to me on the basis of	of satisfactory evidence), and who, upon oath
acknowledgedself to be	(or other officer , the within named
hargainer a and that	as such executed the
foregoing instrument for the purposes therein co	
Witness my hand and seal on this da	y of, 20
	Notary Public
	My Commission Expires:
	<u>CITY</u>
	CITY OF FRANKLIN, TENNESSEE, a municipality
	By: DR. KEN MOORE Mayor
	Mayor
	Date:
	D.
	By: ERIC S. STUCKEY
	City Administrator
	Date:
STATE OF TENNESSEE)	
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 be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within

named bargainor, a municipality, and that foregoing instrument for the purposes there by themselves as Mayor and City Administr	in contained, by signing	-
Witness my hand and seal this	_ day of	, 20
	Notary Public	
	My Commissio	on Expires:
Approved as to form by:		
Tiffani M. Pope, Staff Attorney		

	Offset Rec	uest - Cool Springs	Blvd
Cool Springs Boulevard Extension (Including Roundabout)	Unit	Cost/Unit	Total
Land (167,853.60 SF) Note 1	100%	\$3.33	\$558,113.22
Design	90%	\$166,750.00	\$150,075.00
General Requirements	90%	\$73,493.00	\$66,143.70
Erosion Control Clearing Site Prep	90%	\$123,620.00	\$111,258.00
General Excavation	90%	\$452,740.00	\$407,466.00
Storm Sewer (Including CO1)	75%	\$197,480.00	\$148,110.00
Asphalt Paving Curbing	88%	\$357,198.00	\$314,334.24
Sidewalks	0%	\$66,758.00	\$0.00
Street Lighting	100%	\$72,532.00	\$72,532.00
Roadway Signage	100%	\$58,140.00	\$58,140.00
Survey / Testing / Quality Control	90%	\$39,338.00	\$35,404.20
Oxford Glen	Unit	Cost/Unit	Total
Land (19,528.83 SF) Note 1	0%	\$3.33	\$64,933.36
Design	10%	\$166,750.00	\$16,675.00
General Requirements	10%	\$73,493.00	\$7,349.30
Erosion Control Clearing Site Prep	10%	\$123,620.00	\$12,362.00
General Excavation	10%	\$452,740.00	\$45,274.00
Storm Sewer	25%	\$197,480.00	\$49,370.00
Asphalt Paving Curbing	12%	\$357,198.00	\$42,863.76
Sidewalks	100%	\$66,758.00	\$66,758.00
Street Lighting	0%	\$72,532.00	\$0.00
Roadway Signage	0%	\$58,140.00	\$0.00
Survey / Testing / Quality Control	10%	\$39,338.00	\$3,933.80
McEwen Drive	Unit	Cost/Unit	Total
Land (167,488.38 SF) Note 1	100%	\$3.33	\$556,898.86
Design	0%	\$0.00	\$0.00
Incremental Grading Only	100%		\$181,437.88

Total Arterial
Total Collector
Total Cost

\$2,659,913.10 \$309,519.22 \$2,969,432.32

Note1 - Land cost negotiated by COF and developer to be \$3.33 based on multiple appraisals.

- Incremental grading based on quantity and cost determined by the City Engineer.



105 Reynolds Drive / Franklin, TN 37064-2926 / 615-595-2400 / 615-595-2475 Fax / www.parkescompanies.com

FINAL WAIVER OF LIEN

To Whom It May Concern:

Whereas the undersigned has been contracted to furnish labor and materials for the construction of

Cool Springs Blvd. Phase III
Eastern Termination of Cool Springs Blvd.
Franklin, TN

of which

Avaion Squared, LLC 105 Reynolds Drive Franklin, TN 37064

is the Owner, the undersigned, for consideration of and upon receipt of

Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00)

and other good and valuable considerations, acknowledges full and final payment of all work, service, and materials, and do(es) hereby waive and release any and all lien or claim of, or right to, lien relating to the above-described work and premises.

The Parkes Companies, Inc.
dba SiteSolutions

Joe L. Parkes, Jr.

Title President

Date

Notary

Commission Expires

Signature

Revised 02/22/2006



Building Solutions, From the Ground Up!

APPLICATION AND CERTIFICATE FOR P.	AYMENT			X1	しついこういうてん	0100
OWNER: Avaion Squared, LLC		PROJECT:	Cool Springs Blvd Phase III	LICATION NO	1	Distribution to:
105 Reynolds Drive			Eastern Termination of Cool Springs Blvd.	gs Blvd.		1 OWNER
Franklin, TN 37027			Franklin, TN	PERIOD TO: 30-Sep-2007	30-Sep-2007	1 ARCHITECT
FROM CONTRACTOR: The Parkes Companies, Inc. dba SiteSolutions 105 Reynolds Drive Franklin, TN 37064-2926		VIA ARCHITECT:	Ragan Smith & Associates 315 Woodland Street Nashville, TN 37206-0070	PROJECT NOS.:	05.085	
CONTRACT FOR: Phase 3 of Cool Springs Blvd Extension	rings Blvd Extension			CONTRACT DATE: 17-Sep-2003	17-Sep-2003	
APP S for	YMENT below, in connectio hed.	n with the	The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Darment user less and and	certifies that to the best on the covered by this Application of the Contract Document of the contract Cocuments of the contract Cocuments of the contract of	of the Contractor cation for Paymers, that all amou	r's Knowledge, ent has been nts have been paid
2. Net change by Change Orders		\$67,082	payments received from the Owner, and that current payment shown herein is now due	Owner, and that current p	payment shown	herein is now due.
3. CONTRACT SUM TO DATE (Line 1+2)		\$2,286,232	By Mr. And Olempanies, inc. upg suesolutions, 103 Reynolds Date: 10/1/07	James, inc. doa suesou	Mons, 103 Key	Date: 10/1/07
4. TOTAL COMPLETED & STORED TO DATE	ATE	\$2,286,232	Name: Chris Bagley, P.E.	Title: P(oject Manager		8
5. RETAINAGE:	0\$		State of: Tennessee County of: Williamson		A	08
(Column D+E on G703)	08		Subscribed and sworn to before	day of Or Asker	2007	HE CHE
(Column F on G703)			6	1000		П
Total retainage (Line 5a+5b or Total in Column I of G703)	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0\$	My Commission expires:	5.24-2039	TO TO	PUBLIC AN
NAGE		\$2,286,232	ARCHITECT'S CERTIFICATE FOR PAYMENT	E FOR PAYMENT	vasite observ	WSON COO
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	PAYMENT	\$1,945,083	comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated,	e Architect certifies to that ation and belief the Work	e Owner that to k has progresse	the best of the
8. CURRENT PAYMENT DUE		\$341,149	the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED	cordance with the Contra	act Documents,	and the Contractor
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	Э.	0\$	AMOUNT CERTIFIED (Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are	certified differs from the	s amount applied	for.
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	changed to conform to the amount certified.)	nount certified.)		
Total changes approved in previous months by Owner	\$0.00	\$0.00	ARCHITECT: By:			Date:
Total Approved this Month	\$67,234.07	\$152.07	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	ble. The AMOUNT CERT	TFIED is payabl	e only to the
TOTALS	\$67,234.07	\$152.07	Contractor named herein. Issuance, payment and acceptance of payment are	vance, payment and acc	eptance of paym	nent are
NET CHANGES by Change Order	\$67,082.00	\$0.00	without prejudice to any rights of the Owner or Contractor under this Contract.	of the Owner or Contrac	ctor under this C	contract.

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ing and Quality Control \$39,338 \$39,338 \$39,338 \$57,947 \$0 \$2,219,150 \$0 \$50		O COLOR	\$58.140	\$52.326	\$5,814		\$58,140	100.00		0
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				The same of the sa				
APPLICATION AND CERTIFICATE FOR PAYMENT, containing	aining			Ą	APPLICATION NUMBER:	JMBER:	1-004-2007	
Contractor's signed Certificate is attached.	1				PER	PERIOD TO:	30-Sep-2007	
It tabulations below, amounts are stated to the nearest contract.	e items may app	oly.			PROJE	PROJECT NO:	05.085	
B B	O	0	В	ц	ტ		Η	-
DESCRIPTION OF WORK	SCHEDULED	WORK	COMPLETED	MATERIALS PRESENTI Y	TOTAL	(3/5)	BALANCE	RETAINAGE
NO.	VALUE	FROM PREV	THIS PERIOD	STORED	& STORED		(0-0)	
		APPLICATION (D+E)		D OR E)	(D+E+F)			
TOTALS FROM PREVIOUS PAGE	\$2,219,150	\$2,161,203	\$57,947	0\$	\$2,219,150		\$0	\$0
		\$0	\$0		0\$		\$0	0 (
Change Order #1	(\$152)	0\$	(\$152)		(\$152)	100.00	0	0 0
Revise storm from contract to 6/22/06 plans		\$0	05		04			
	0	0 0	\$0		\$5 23	100 00		0 0
Change Order #2	95,350		\$2,330 \$0		\$000	9.00	05	0
Revise water from contract to 7/12/00 pians			0,0		0\$		0\$	0
Chance Order #3	\$12,638	0\$	\$12,638		\$12,638	100.00	\$0	0
Add gas sleeve to plans based on 6/22/06 revision		0\$	\$0		\$0		0\$	0
		\$0	0\$		\$0		0\$	0
Change Order #4	\$52,240	80	\$52,240		\$52,240	100.00	0\$	0 0
Revise electrical to as requested by MTEMC		0 0	0		0			00
		9	9		OF OS		9	0
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		9	0.5		80		20	0
A STOP	¢2 286 222	¢2 161 203	\$125 029	0\$	\$2 286 232	100.00	\$0	\$0

The Parkes Companies, Inc. Accounts Receivable Edit List	s, Inc. dit List						8	Page 1 OCT 22 2007	
Client	Number	Inv Date Due Date	Amount	Retainage Receivable	Credit Amount G/L No	G/L No	Job	Entry Number	
Avalon Squared, LLC	05085-16F 386	OCT 22 2007 NOV 20 2007	125,029.00	(216,120.00)	125,029.00	4010	05085	5418	
			Total for Invoice 05085-16F	85-16F\$	125,029.00				
			Total for	Total for Report\$	125,029.00				

AVALON SQUARED, LLC 105 REYNOLDS DRIVE FRANKLIN, TN 37064-2926 FIRST BANK 87-703/843 1241

11/7/2007

PAY TO THE ORDER OF ..

The Parkes Companies, Inc.

\$ **341,149.00

DOLLARS A

1241

The Parkes Companies, Inc. 105 Reynolds Drive Franklin, TN 37064-2926

MEMO

05085-16F

#001241# #:084307033# 84007870#

AVALON SQUARED, LLC

11/7/2007

207

The Parkes Companies, Inc.

Date 09/30/2007 Type Bill Reference #5085-16F

建物罐 八山

Original Amt. 341,149.00

Balance Due 341,149,00 Discount

Payment 341,149.00 341,149.00

Check Amount

Cash

05085-16F

341,149.00

1241

AVALON SQUARED, LLC

The Parkes Companies, Inc.

Date 09/30/2007

Type Bill Reference #5085-16F Original Amt. 341,149.00

11/7/2007 slance Due Discount

Balance Due 341,149.00

Check Amount

Payment 341,149.00

341,149.00

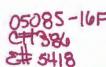
Cash

05085-16F

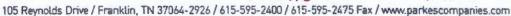
341,149.00







COF 2017-0283 Exhibit A





October 22, 2007

Ms. Shirley Young Avalon Squared, LLC 105 Reynolds Drive Franklin, TN 37064

Phone: (615) 595-2426 Fax: (615) 595-2479

Sent Via: Hand Deliver

Subject: Application & Certificate for Payment #16

RE: Cool Springs Blvd. Phase III

Franklin, TN

Dear Ms. Young:

Attached please find four (4) originals of our Application and Certificate for Payment No. 16 (Final) in the amount of Three Hundred Forty-One Thousand One Hundred Forty-Nine and NO/100 Dollars (\$341,149.00) along with our General Contractor's Partial Waiver of Lien in the aforesaid amount.

Please let me know if you need anything else in order to process payment.

Thank you.

Sincerely,

SITESOLUTIONS

Lois Jaye Administrative Assistant ljaye@rpindustries.com

100% Retainage

paid 11/12/07

copy of check attached

* Elizabeth Hamrick, SiteSolutions (w/attachments) via: Hand Deliver

01040.10 - Pay Requests 01130.10 - Closing - General