

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT No. 2018-0231**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Sunnybrook Investment Company, LLC, (“Developer”), on this the _____ day of _____, 2018, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission a Development Plan for Carothers Chase PUD Subdivision (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain roadway improvements to include the dedication of collector right-of-way, the engineering design of non-site related collector improvements and/or the construction of certain non-site related collector improvements as a requirement of the Development Project; and

WHEREAS, the estimated Collector Impact Fees to be generated by the development is One Hundred Fifty Thousand Three Hundred and 00/100 Dollars (\$150,300.00) (45 single-family homes at \$3,340/single-family home); and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on September 14, 2018, to be \$312,250.00 as shown on Exhibit A.

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, as shown in Exhibit A, related to the costs of construction of the following arterial roadway improvements and/or works:

South Carothers Roadway

3. The total estimated costs of engineering/design, right-of-way and construction of the Improvements is **Three Hundred Twelve Thousand Two Hundred Fifty and No/100 Dollars (\$312,250.00)** for the Development Project and the total reimbursement to the Developer is **One Hundred Fifty Thousand Three Hundred and No/100 Dollars (\$150,300.00)**. The following costs are specifically excluded: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, turn lanes, internal management fees and signals improvements that benefit solely the development and not the collector roadway. **At no time shall reimbursement exceed the Collector Impact Fees collected as part of the Development Project.**
4. Pursuant to the Franklin Municipal Code, the eligible reimbursement shall not exceed the total of the Collector Road Impact Fees due for the Development Project and the City agrees to contribute the Collector Impact Fees collected as part of the Carothers Chase PUD Development Project.

5. The Developer shall be responsible for obtaining all offsite right-of-way and easements associated with the offsite collector improvements. Should negotiations fail, the city agrees to acquire the right-of-way and easements necessary for the Collector Roadway Improvements as shown in Exhibit A.
6. The City Engineer shall review and approve all design contracts, ROW acquisition offers and construction bids prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City funding / reimbursement.
7. Reimbursement of funding is contingent upon the Franklin Municipal Planning Commission approval to reclassify South Carothers Roadway as a Collector Road. Should this amendment be disapproved by the Franklin Municipal Planning Commission, the developer agrees to make all improvements required as part of the Development Plan approval.
8. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees and paragraph 3 above. Invoices shall include copies of approved contracts and invoices associated with the collector roadway improvements and copies of checks to show proof of payment.
9. Within 60 days of completion and acceptance of the improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized release of liens.
10. 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.
11. The City shall have no liability except as specifically provided in this Agreement.
12. 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.
13. 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.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2018.

WITNESS our hands on the dates as indicated.

DEVELOPER

Sunnybrook Investment Company, LLC.

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainer, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this ___ day of _____, 20__.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE,
a municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

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 as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20__.

Notary Public
My Commission Expires _____

Approved as to form by:

Tiffani M. Pope, Staff Attorney



9/14/18

JOBSITE: CAROTHERS ROAD IMPROVEMENTS
FRANKLIN, TN USA
ENGINEER: DEWEY ENGINEERING
PROJECT #:
PLAN DATE: 8/2/18

RE: BUDGET PROPOSAL: GRADING, EROSION CONTROL, STORM DRAINAGE, PAVING,
CONCRETE SIDEWALK, CURB & GUTTER, AND STRIPING

I. GRADING & EROSION CONTROL

1. Mobilization
2. Survey & Layout (*Jarrett Builders Scopes only*)
3. Clearing & Grubbing Per Plans
4. Install silt fence per plans
5. Install inlet protection per plans
6. Strip and stock pile 6" of topsoil in designated area
7. Cut and fill site to subgrade per plans +/- 0.1 (*Site, Concrete Flatwork, Curb & Building pad to be at subgrade / excludes shoring of any kind, installation of stone, or foundation excavation*)
8. Place 6" of topsoil per plans (*haul surplus topsoil off site*)
9. Fine Grading (*Dozer finish, no handwork, not sifted*)

- Bid excludes undercut and rock excavation as there is no Geo-report

II. STORM DRAINAGE

1. Install approx. 750' lf of 30" RCP Drainage Pipe
2. Install (5) – Storm Drainage Structures
3. Installation & acceptance to Local Standard & Procedure

HEAVY DUTY PAVING TO INCLUDE:

1. Place 10" average compacted thickness of Crush Stone Base
2. Prime Coat as needed
3. Place 4" average compacted thickness of A Mix
4. Place 3" average compacted thickness of Binder Mix
5. Tack Coat as needed
6. Place 1.5" average compacted thickness of Surface E Mix
7. Install Thermo Plastic Striping per plans
8. Install Curb and Gutter
9. Install Sidewalk

Total Cost of Work Described Above: \$ 312,250.00

- Price does not include landscaping or irrigation

*1106 Lebanon Pike, Nashville, TN 37210
Phone (615) 515 - 1270 / Fax (615) 515 - 1271*

Initials _____



Scope of Work	Quantity	Unit	Unit Price	Total
Survey and Layout	1	LS	\$ 5,900.00	\$ 5,900.00
Silt Fence	690	LF	\$ 3.50	\$ 2,415.00
30" RCP Storm Drain	750	LF	\$ 125.00	\$ 93,750.00
Catch Basin	5	EA	\$ 5,200.00	\$ 26,000.00
Grading	1	LS	\$36,236.00	\$ 36,236.00
Topsoil off and back	1	LS	\$ 5,800.00	\$ 5,800.00
Sidewalk	3450	SF	\$ 6.60	\$ 22,770.00
Curb and Gutter	690	LF	\$ 33.00	\$ 22,770.00
Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00
Thermo Plastic Pavement Marki	1	LS	\$12,000.00	\$ 12,000.00
Base Binder and A Mix	770	SY	\$ 65.90	\$ 50,743.00
Surface Mix	2600	SY	\$ 10.91	\$ 28,366.00
			Total	\$312,250.00

Notes & Exclusions:

- a. **Proposal to be used for Budget purposes only. Actual cost may vary.**
- b. Bid honored for (30) days after proposal date.
- c. Bid includes (1) mobilization and demobilization, additional mobilizations will be priced accordingly if required.
- d. Bid provided is based off civil drawings only. Bid excludes any & all work associated with any other divisional plans including but not limited to plumbing / architectural / etc.
- e. Storm invert elevations not provided. Bid assumes storm invert elevation to be 6' v.f. or less. Depth exceeding 6' v.f. may alter pricing.
- f. Bid excludes sifting of any topsoil or fill material.
- g. Bid excludes handling any hazard material
- h. Bid excludes rock excavation, see rates below if required:
 - i. Excavator with 10,000 lb hammer and operator: **\$475.00 per hour**
 - ii. Excavator with 5,500 lb hammer and operator: **\$295.00 per hour**
 - iii. Excavator with 2,500 lb hammer and operator: **\$250.00 per hour**
 - 1. *Rates above have 4-hour daily minimums*
- i. Geotechnical Report is inconclusive for utility installation. Rock excavation is excluded. Rock Excavation rates (hourly / cubic yard / lump sum) are available upon request.
- j. Bid excludes cleaning of pipe debris outside the limits of worked in existing pipe described above.
- k. Bid excludes Dewatering / Rock Excavation or Undercut / Sifting Topsoil / Excavation beyond 6' vertical feet / Ductile after backflow / Fire Meter / Backflows / FDC (*storz or knox locks not specified on plans and are excluded*) / PIV / Hydrants / Pressure Regulating Devices / Base Stone / Asphalt / Concrete (**See Alternate**) / Relocation, Demo, Abandonment or Adjustments of existing utilities or structures / Other Utilities Not Listed / Irrigation / Irrigation Past Backflow / Grading / Shoring / Soil Testing / Electrical to Appurtenances / Retaining Walls, Fences, Bollards or Railing / Structural Excavation or Backfill (*retaining walls, footers, buildings,*

1106 Lebanon Pike, Nashville, TN 37210
Phone (615) 515 - 1270 / Fax (615) 515 - 1271

Initials _____



etc.) / Signage (traffic controls, etc...) / landscaping, seed, straw, matting, sod, watering or maintenance of dirt or landscape / Bonds, Fees, Permits, / Erosion Control, Tree Protection or removal / Survey, Engineering Work (traffic control plan, SWPP, etc.) or GPS - As Built Drawings / Export of spoil material off site (**See Alternate**) / Temporary Water / Work After Hours (*weekends / nights*) / TDOT Road Work / Tunneling, Boring, Casing or Encasement / TV or Camera of Lines / Not liable or responsible for other trades trash, debris or spoils / Adapters for roof drains are excluded (*unless specified above*) / pavement repair/restoration of existing asphalt due to limited access of jobsite /

- i. Bid per scope & plan referenced above, any alterations or additional requirements by governing authority or from any unforeseen preexisting underground conditions (*structures, sinkholes, etc.*) will be priced accordingly.

Accepted by:

Print: _____

Sign: _____

Date: _____

Signature indicates owner and / or representative accepts all pricing, notes and conditions stated in said proposal. Original signed copy to be mailed & returned with contract.

Please call Michael Wood at 615-979-5369 with any questions or email to michael@jarrettbuildersinc.com

Please call Justin Luther at 615-499-9070 with any questions or email to justin@jarrettbuildersinc.com

Please call Mitize Stidham at 615-571-7312 with any questions or email to mitize@jarrettbuildersinc.com

Please call Joseph Smith at 629-333-5947 with any questions or email to joe@jarrettbuildersinc.com

Please call Luke Cain at 615-487-4509 with any questions or email to luke@jarrettbuildersinc.com

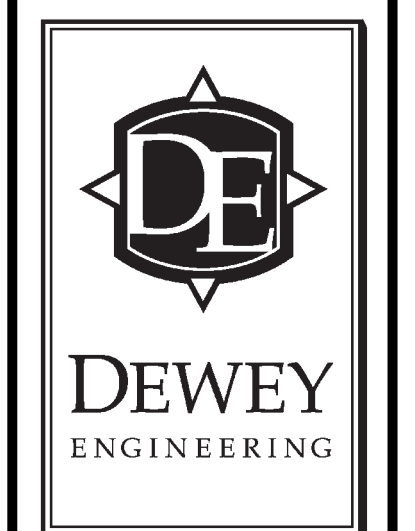
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Phone (615) 515 - 1270 / Fax (615) 515 - 1271*

Initials _____

Drawing Notes:
COF Project #6773
(Development Plan)
COF Project #6772
(Rezoning Request)

Date: August 23, 2018

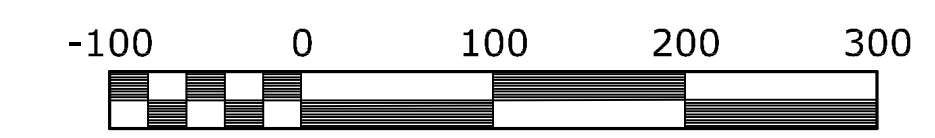
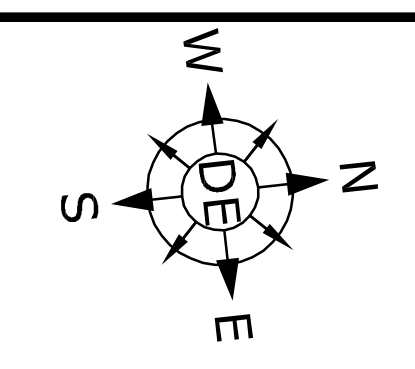
**Carothers Chase
Development Plan**
Being Parcel 30 & 30.01 on Tax Map 89
Franklin, Williamson County, Tennessee



**Overall
Development
Plan**

Job No. 17048

C2.0



Scale 1" = 100'
Site Area = 22.07 Acres

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

Developer
Sunnybrook Investment Company, LLC
Contact: Jeremy Boczulak
1724 Boxwood Dr.
Nashville, TN. 37211
Phone: (615) 579-0234

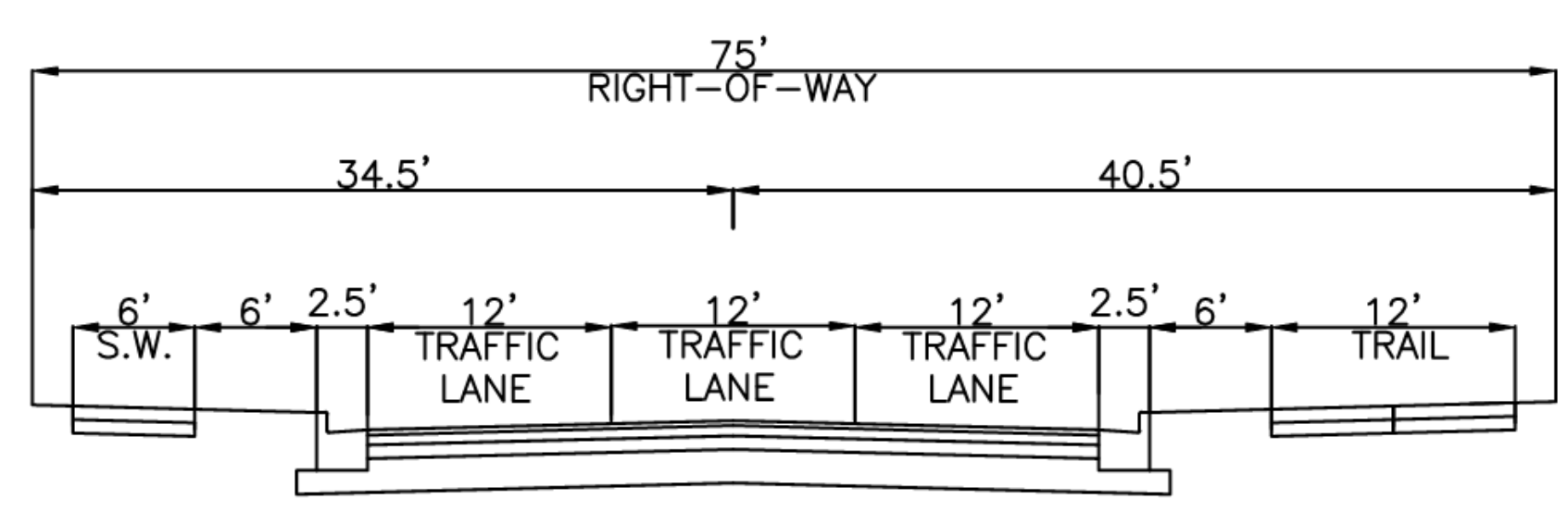
Flood Note
This Property is not Located within a Flood Hazard Area as Indicated by Zone 'X' on FEMA Map Number 47187CO214G. Dated: December 22, 2016.

Site Benchmark
Railroad Spike in the Powerpole Located Near the Southwest Corner of the Subject Property. NGVD Elevation 713.75.

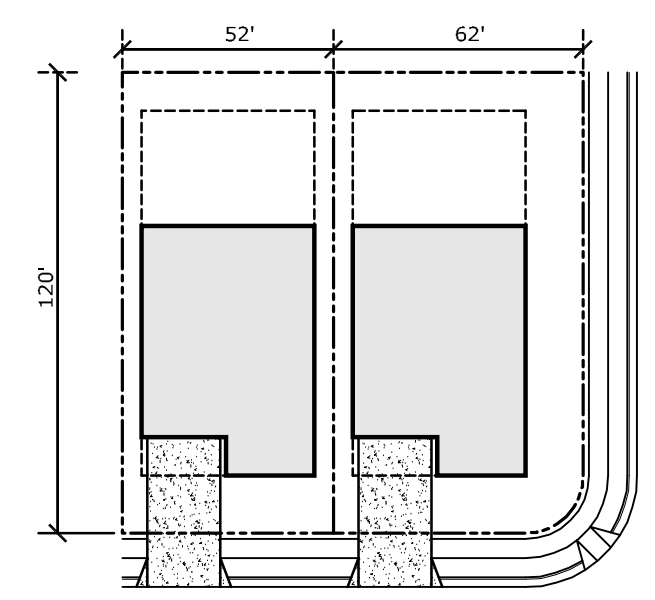
FULL THREE LANE PAVEMENT SECTION WITH CURB AND GUTTER, SIDEWALK ON THE SOUTH SIDE AND MULTI-USE TRAIL ON THE NORTH SIDE ALONG PROPERTY FRONTAGE. SEE TYPICAL SECTION ON THIS EXHIBIT.

FULL THREE LANE PAVEMENT SECTION WITH CURB AND GUTTER, SIDEWALK ON THE SOUTH SIDE AND MULTI-USE TRAIL ON THE NORTH SIDE ALONG PROPERTY FRONTAGE. SEE TYPICAL SECTION ON THIS EXHIBIT.

- Notes:**
- * Denotes a Critical Lot & will Require the Submittal of a Critical Lot Plan with the Building Permit Submittal.
 - + Denotes Critical Tree Lots.
 - All Street Lights Shall Have a LED Light Source



TYPICAL SECTION
SOUTH CAROTHERS ROAD



Lot Standards
Typical House Square Footage - 2,200 - 3,000 sf

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT. A 6" WATER MAIN IS LOCATED ON SOUTH CAROTHERS ROAD. 45 SFUE * 350 GPD = 15,750 GPD

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO EXISTING MANHOLES LOCATED AT THE INTERSECTION OF SURREY LANE & MEANDERING WAY AND SURREY LANE & UPLAND DRIVE. SEWER SHALL BE EXTENDED WEST ALONG SOUTH CAROTHERS ROAD TO THE EXISTING PUMP STATION LOCATED IN FALCON CREEK, SECTION 2.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS NOT AVAILABLE

STREET NETWORK
THE MAJOR THOROUGHFARE PLAN SHOWS SOUTH CAROTHERS ROAD WILL BE UPGRADED TO CITY STANDARDS.

DRAINAGE FACILITIES
THE PROPERTY DRAINS TO AN UNNAMED TRIBUTARY WHICH BISECTS THE SITE AND ULTIMATELY FLOWS TO THE HARPETH RIVER. THE SECOND OUTFALL IS LOCATED ALONG SOUTH CAROTHERS ROAD. STORMWATER QUANTITY CONTROLS SHALL BE DESIGNED SUCH THAT PRE-DEVELOPED FLOWS ARE GREATER THAN POST-DEVELOPED FLOWS.

POLICE AND FIRE
FIRE STATION, STATION 2 (96 EAST) - 2.9 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 4.8 MILES DRIVING DISTANCE

RECREATION FACILITIES
FRANKLIN RECREATIONAL COMPLEX - 7.7 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER .64 HOMES.
45 X .64 = 28.8 STUDENTS

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS
THE HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATION AREAS.

LAND USE PLAN COMPLIANCE
CHARACTER AREA OVERLAY: MECO-6
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
THE PROPOSED DEVELOPMENT CONSISTS OF 45 SINGLE FAMILY RESIDENCES AND OPEN SPACE.

- THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES CONSISTENT WITH THE ADJACENT NEIGHBORHOOD WEST OF THE PROPOSED NEW PARCEL.
- NO RETAIL IS PLANNED FOR THIS PROPERTY.

LOCAL COMPATIBILITY
THE PROPOSED DEVELOPMENT IS DESIGNED WITH LOTS CONSISTENT WITH THE NEIGHBORHOODS ALONG THE SOUTH CAROTHERS ROAD CORRIDOR.

MINERAL RIGHTS:
NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.

