

**CAROTHERS PARKWAY AND MERIDIAN BOULEVARD/GILLESPIE DRIVE  
INTERSECTION IMPROVEMENTS AGREEMENT  
COF CONTRACT NO 2015-0172  
Revised 6/24/2015**

This Agreement is between THE CITY OF FRANKLIN, TENNESSEE (“City”) and BOYLE INVESTMENT COMPANY (“Property Owner”), and is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**WHEREAS**, the Property Owner is currently proposing to make intersection improvements on Meridian Blvd and Carothers Parkway; and

**WHEREAS**, the City has requested the Property Owner to expand the intersection improvements to include Gillespie Drive; and

**WHEREAS**, the Property Owner and the City desire to enter into an agreement to remove the current split phase operation on Meridian Blvd and Gillespie Drive; and

**WHEREAS**, the Property Owner agrees to be responsible for one hundred percent (100%) of the cost associated with the design, easement acquisition, permitting, construction management, inspection and installation/construction of the improvements on Meridian Blvd and Carothers Parkway and signal modifications associated with Meridian Blvd and Carothers Parkway as shown in Exhibit A; and

**WHEREAS**, the City agrees to be responsible for one hundred percent (100%) of the cost for design, easement acquisition, permitting, construction management, inspection and installation/construction of the improvements on Gillespie Drive and signal modifications associated with Gillespie Drive as shown in Exhibit A; and

**WHEREAS**, the Property Owner’s estimated cost for design, permitting, construction management and installation/construction for the improvement on Meridian Blvd and Carothers Parkway and signal modifications associated with Meridian Blvd and Carothers Parkway is One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00); and

**WHEREAS**, the City’s estimated cost for design, permitting, construction management and installation/construction for the improvement on Gillespie Drive and signal modifications associated with Gillespie Drive is Sixty-Five Thousand and No/100 Dollars (\$65,000.00).

**NOW THEREFORE**, the City and the Property Owner, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Property Owner has submitted reliable information related to the cost of construction of the improvements as shown in Exhibit A.

3. The Property Owner shall be responsible for managing the overall design, bidding, permitting, construction management and installation/construction of the improvements as generally shown in Exhibit A.
4. The City shall be responsible for reviewing and approving the plans, and final acceptance of the proposed infrastructure as shown in Exhibit A.
5. Prior to bidding the project the Property Owner shall submit construction drawings to the City for review and approval.
6. Prior to starting construction the City and Property Owner shall approve the construction bids associated with this project. The City and Property Owners shall approve all change orders prior to authorizing work associated with this project.
7. With respect to cost associated with the design, bidding, permitting, construction management and installation/construction of the improvements as generally shown in Exhibit A, the City shall reimburse the Property Owner for the improvement on Gillespie Drive and signal modifications associated with Gillespie Drive within thirty (30) days. The Property Owner shall provide the City with copies of all invoices, agreements and proof of payment prior to the City reimbursing the Property Owner.
8. The City agrees that the signal improvements and roadway improvements within public rights-of-way shall be operated, maintained and repaired by the City at its sole cost following the final acceptance of the improvements. Final acceptance shall be provided in writing by the City of Franklin.
9. In the event that funds are not appropriated, or are otherwise unavailable, the City reserves the right to terminate this Agreement upon written notice to the Property Owner. Said termination shall not be deemed a "breach of contract" by the City.
10. There shall be no road impact fee recovery or offset associated with the construction.
11. The City shall have no liability except as specifically provided in this Agreement.
12. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. 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.
15. 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 \_\_\_\_\_, \_\_\_\_ 2015.

WITNESS our hands on the dates as indicated.

**Boyle Investment Company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 Boyle Investment Company the within named bargainor, a limited liability company, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by \_\_\_\_\_ self as \_\_\_\_\_.

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_

Eric S. Stuckey  
City Administrator/Recorder

By: \_\_\_\_\_

Dr. Ken Moore  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TENNESSEE )

)ss:

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 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:**

\_\_\_\_\_  
Shauna S. Billingsley, City Attorney