## KNOLL TOP LANE FUNDING AGREEMENT COF CONTRACT NO 2017-0010

This Agreement is between	THE CITY	OF FRANKLIN,	TENNESSEE,	("City") and
Columbia State Community College	, and is enter	ed into on this the		day of
, 2017.				

WHEREAS, Knoll Top Lane is a proposed public right-of-way adjacent to the new Columbia State Community College Campus and extends from Liberty Pike north to the Ovation Development); and

WHEREAS, the Knoll Top Lane improvements generally include three travel lanes, curb and gutter, drainage improvements, street lighting, landscaping, a five-foot sidewalk along the western side of the road, and a ten-foot multiuse trail along the eastern side of the roadway; and

WHEREAS, the Tennessee Board of Regents; SS Knoll Top, LLC; Columbia State Community College; SouthStar Real Estate Company; and the City desire to partner in the design and construction of Knoll Top Lane; and

WHEREAS, the estimated construction cost of the project is \$1,200,000.00; and

WHEREAS, The Board of Mayor and Aldermen have approved a budget amendment for the City to participate in specific improvements and expenses associated with the ten-foot multiuse trail along the eastern side of the roadway, LED street lights, and the installation of street trees on both sides of Knoll Top Lane between Liberty Pike and the Ovation Development at a total cost not to exceed \$433,000.00 and payable to Columbia State Community College.

**NOW THEREFORE**, the City and Columbia State Community College, 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 Tennessee Board of Regents agrees to partner with SS Knoll Top to design, obtain permits, bid, and construct Knoll Top Lane from Liberty Pike to the Ovation Development.
- 3. The Tennessee Board of Regents agrees to be responsible for the acquisition of all right-of-way and easements and obtaining/complying with all necessary permits to complete the project.
- 4. The City of Franklin shall be responsible for reviewing and approving the plans and final inspections associated with the project. The City shall not be held liable or responsible for permit compliance associated with the project.
- 5. Following completion of the project the City shall reimburse Columbia State Community College an amount not to exceed \$433,000.00 for the construction of the ten-foot multiuse trail along the eastern side of the roadway, LED street lights, and the installation of street trees on both sides of Knoll Top Lane between Liberty Pike and the Ovation Development.

- The Final cost shall be reduced based on the actual project cost. The City shall reimburse the Columbia State Community College within 45 days of reviewing and approving the invoices.
- 6. 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.
- 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.

ootii parties.	
Approved by the Franklin Board of Mayor and Aldermen on	, 2017.
WITNESS our hands on the dates as indicated.	
Columbia State Community College	
By:	
Print Name:	
Title:	
Date:	
STATE OF TENNESSEE )	

COUNTY OF

Before me,		, a	Notary Public of said County and
State, personally appearedacquainted (or proved to me on the			, with whom I am personally
acknowledgedself to be			
authorized to execute the instrument) o	•		
a limited liability company, and that	as such		executed the
foregoing instrument for the purposes			personally signing the name of the
company byself as	·		
Witness my hand and seal, at O, 20	ffice in		, Tennessee, this day of
		Notary Pu	blic nission Expires:
ATTEST:	(	CITY OF	FRANKLIN, TENNESSEE:
By:	I	Bv:	
Eric S. Stuckey	_	Dr. K	en Moore
City Administrator/Recorder		Mayo	
,		<i></i>	
Date:	_ I	Date:	
STATE OF TENNESSEE	)		
COUNTY OF WILLIAMSON	)ss: )		
Before me, the undersigned No <b>Dr. Ken Moore</b> and <b>Eric S. Stuckey</b> , on the basis of satisfactory evidence), Mayor and City Administrator, respensed bargainor, a municipality, and foregoing instrument for the purposes to by themselves as Mayor and City Administrator.	with whom I and who, upo ectively, of the that as such I therein contain	am perso on oath, ac e City of Mayor and	cknowledged themselves to be the f Franklin, Tennessee, the within d City Administrator executed the
Witness my hand and seal this	day of _		

	Notary Public My Commission Expires:	
Approved as to form by:		
Shauna R. Billingsley, City Attorney		