

**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 entered 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.

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 _____)

Notary Public
My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney