

**PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM,
AND MOUNTAIN BIKE TRAIL SYSTEM
CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND LEGACY COOL SPRINGS, LLC
COF CONTRACT NO. 2019-0096
As Amended**

PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM AND MOUNTAIN BIKE TRAIL SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT, (“Agreement”), made and entered into this ____ day of _____, 2019, by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and LEGACY COOL SPRINGS, LLC (“Legacy”) as owner of that certain land consisting of approximately 988,812 square feet or 22.7 acres of undeveloped land located in Williamson County, Tennessee, as more particularly described in the Huffines Property PUD Subdivision Development Plan, Sheet C2.0, attached hereto, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Legacy is in the process of developing 1343 Huffines Ridge Drive (Map 62-Parcel 20) (“Property” or “Development Project”), consisting of four hundred twenty-six (426) apartment units, a one hundred seventy (170) room hotel, and an approximately 150,000 square foot office building, all as more particularly shown on the Huffines Property PUD Subdivision Development Plan, Sheet C2.0” (“Exhibit A”); and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, Legacy has agreed to design and construct an Arboretum and Mountain Bike Trail System, as well as restore the Historic Structure located on 10.03 areas of undeveloped land within the Huffines Property PUD Subdivision, to be zoned Civic Institutional (CI), which will include, but not be limited to, the mountain bike trail, trailheads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin, all as more particularly shown and described in the Letter of Intent (“Exhibit B”) and on the Overall Master Plan (“Exhibit C”) attached hereto; and

WHEREAS, Legacy desires to develop a plan, the Historic Structure Restoration Effort, and intends to restore the Carothers family home (“Home”) to community center specifications to be provided by City as shown in the Architectural Restoration Plans (Exhibit D”); restore one (1) associated structure as a maintenance shed for the City of Franklin Parks Department; construct a trail storm shelter; demolish the other associated and unsound structures currently located on the property; restack the dry-stacked stone walls quarried and located in the area immediately surrounding the Home, all as more particularly described in Exhibit B and on Exhibit C attached hereto; and

WHEREAS, Legacy intends to develop an interpretive Arboretum in the area immediately surrounding the Home as a means to commemorate the historical use of the property as a homestead and farm as more particularly described on Exhibit C attached hereto; and

WHEREAS, Legacy and City intend for the entire area to be included in a Historic Preservation Overlay (“HPO”) designation on the final plat; and

WHEREAS, the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System encompasses approximately 10.03 acres of land on the Property all as more particularly shown and described on Exhibit A attached hereto; and

WHEREAS, Legacy has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on February 4, 2019, to be ONE MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED FOUR and 00/100 Dollars (\$1,833,504.00) as itemized in the Opinion of Cost (“Exhibit F”); and

WHEREAS, Legacy has agreed to plat and dedicate the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System upon restoration and construction of the Home, Arboretum, and the Mountain Bike Trail System improvements as illustrated on Exhibits B and C, and described in detail below for the future enjoyment of the public, free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, any approved fixed structures associated with the Home, Arboretum, or Mountain Bike Trail System (examples may include fencing, benches, off-street parking, signage, etc. as illustrated on the approved construction drawings on file with the City of Franklin Parks Department) shall not be altered, expanded, or in any way modified in any material way by Legacy with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF DEDICATION AND CONSTRUCTION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Legacy agrees to provide City with a copy of the Certificate of Liability Insurance, which must show that the policy is active, prior to the signing of this agreement.
3. Legacy agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this agreement to the City for review. Legacy further understands that failure to provide all pertinent exhibits prior to the first submittal of this agreement for review will result in a potential delay in the agreement approval process.
4. Legacy and City agree that Legacy shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Historic Home restoration effort, Arboretum construction, and Mountain Bike Trail System, dedication of land and

easements, and associated improvements as illustrated in Exhibit C and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.

5. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to preserve the Historic Home, construct the Arboretum, and construct the Mountain Bike Trail improvement as illustrated in Exhibit C, is One Million Eight Hundred Seventy-Three Thousand Two Hundred Seventy-Four Dollars (\$1,873,274) as indicated in Exhibit E, and the estimated total offset to Legacy is One Million Eight Hundred Thirty Three Thousand Five Hundred Four and 00/100 (\$1,833,504.00), as indicated on Exhibit F, upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
6. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
7. The Historic Home, Arboretum, and Mountain Bike Trail system as depicted in Exhibits C and D shall be constructed, inspected, approved, and accepted in its entirety within two (2) years from the date of approval or the issuance of the first building permit for the development. Legacy shall post a Letter of Credit or cash surety with the City for the cost of the outstanding improvements as reasonably determined by the City of Franklin Parks Department Director prior to additional Certificate of Occupancy Permits being issued. Once the project has been accepted by the City, Legacy agrees to provide all finalized and approved detailed costs to the City at the final plat, and accurate reimbursement will be calculated and executed by the City
8. Legacy will build, restore, and construct the Historic Home, Arboretum, and Mountain Bike Trail as depicted in Exhibit C and as approved in the construction drawings approved by the City. The HPO and parkland dedication area on the Property totals approximately 10.03 acres. Upon acceptance of the restoration and construction per the plans on file with the City by Certificate of Occupancy, City will accept title to the Historic Structures, Arboretum, and Mountain Bike Trail System in fee simple by warranty deed and the City shall be responsible for maintaining the Historic Structures, Arboretum, and Mountain Bike Trail System.
9. Legacy shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
10. Legacy shall be solely responsible for the maintenance of the retaining wall, fencing, and parking stalls bordering the public right of way. Barring force majeure or weather delays, Legacy agrees, upon thirty (30) days written notice from the City, to remove, repair or replace trees, landscaping, and damage as described herein that may require reasonable removal, repair or replacement. The City reserves its right to determine health of the

trees, landscaping, and condition of the retention wall, fencing, and parking stalls and, whether trees, landscaping, retention wall, fencing, and parking stalls are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the retention wall, fencing, and parking stalls with notice to Legacy and at the sole cost and expense of Legacy. Legacy shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

11. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the City.
12. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event at the Historic Home, Arboretum, and Mountain Bike Trail without prior approval of the Special Event Permit.
13. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
14. Upon completion and prior to acceptance of the Historic Home restoration, Arboretum construction, and Mountain Bike Trail improvements, Legacy will provide reasonable documentation for all such costs and provide notarized release of liens.
15. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director or designee and the City Engineer's designee. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, athletic fields, athletic courts, athletic venues, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities

- File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
- Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

16. In the case of emergency situations where unplanned disturbance of the trees, landscaping, Home, Arboretum, and Mountain Bike Trail system, occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, and the City must act swiftly for the purposes of public safety, health and welfare, the City agrees to minimize disturbance to the extent feasible. The City will bring the site back to substantially similar condition as soon as practicable subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
17. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
18. This Agreement is non-transferable to the successors or assigns of Legacy unless the successor assumes the same obligations of Legacy in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon transfer, Legacy shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof. Legacy shall exercise the rights, privileges and permission granted herein at Legacy's own risk. Legacy shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Legacy shall indemnify and hold harmless The City of Franklin, its officials and agents, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Legacy to comply with any of the provisions specified herein or compliance with the approved plans. The City shall not be liable to Legacy should Legacy's use of the property be hindered or disturbed.
19. The City agrees that the terms and conditions contained herein shall be binding on and shall insure to its heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

20. Applicable Law/Choice 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.
21. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Legacy:

Goldberg Companies, Inc.
Attn: Jordan Goldberg
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

Goldberg Companies, Inc.
Attn: Peter Nintcheff
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

22. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
23. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Legacy or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to Legacy for its gross negligence and willful misconduct. The City shall only look to Legacy and the Development Project for the enforcement of Legacy's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Legacy or any direct or indirect owner of Legacy shall have any personal liability for any of the liability or obligations of Legacy in connection herewith.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Legacy to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, 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 where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Shauna R. Billingsley, City Attorney

LEGACY COOL SPRINGS, LLC, a Tennessee limited liability company

By: _____

Name: Jordan Goldberg

Title: Authorized Representative

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ^{OHIO} ~~TENNESSEE~~)
COUNTY OF CUYAHOGA)

On July 24, 2019, before me, Peter Nintcheff,
Notary Public, personally appeared Jordan Goldberg who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Signature) (seal)
Signature

My Commission Expires: NO EXPIRATION DATE



PETER C. NINTCHEFF
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.



Issued: Dec. 10, 2018	
Revision Date	

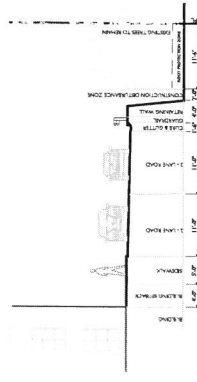
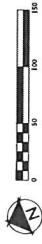
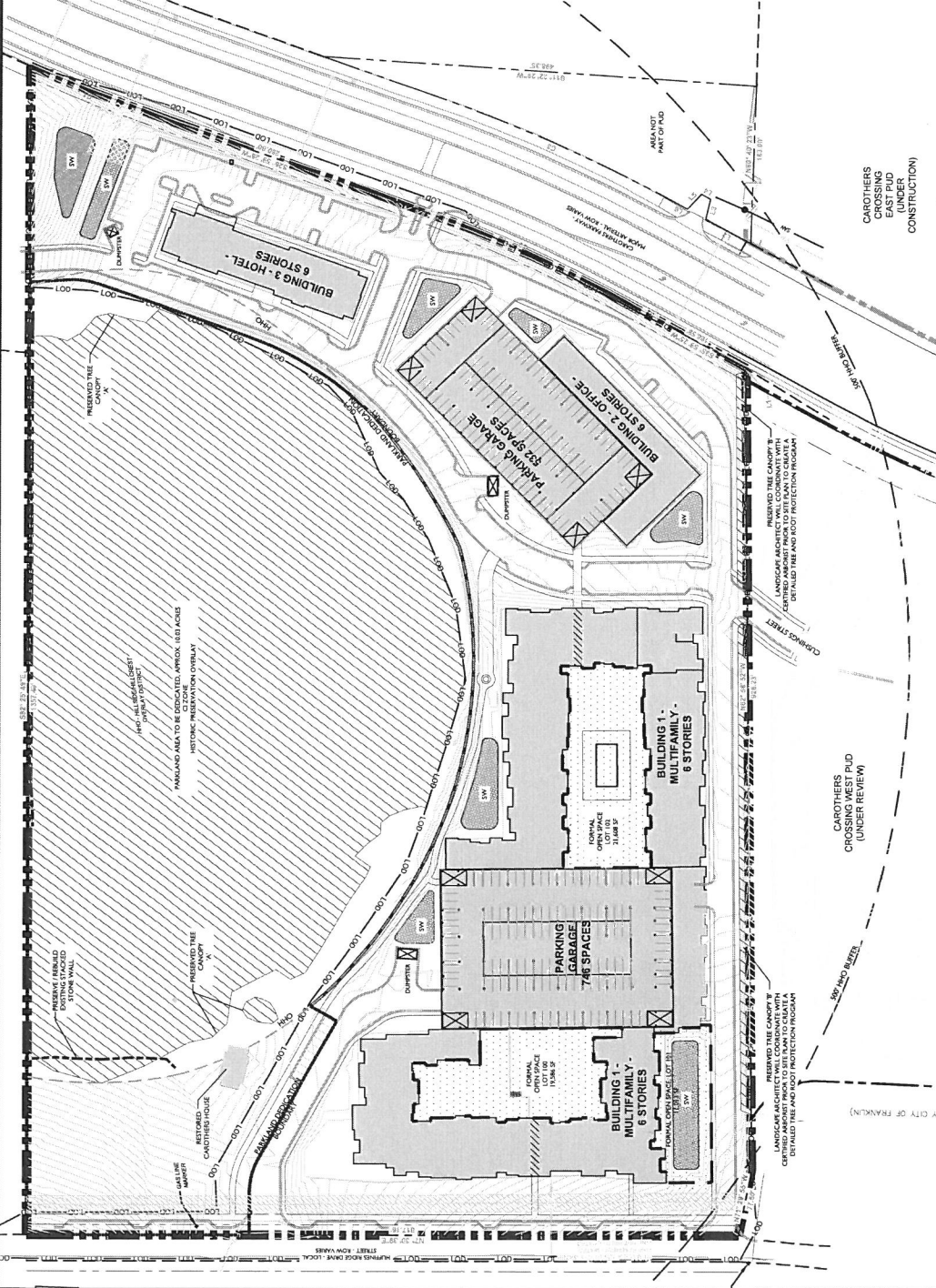
DEVELOPMENT
PLAN
SHEET
C2.0
COF # 6876

* UNIT MIX COUNT MAY VARY BY PHASE WITHIN THE 426

[illegible][illegible]

KEY	
	FORMAL OPEN SPACE
	PRESERVED TREE CANOPY

BUILDING	TYPE	N OF STORES	\$F
1	MULTIFAMILY	6	543,797
2	OFFICE	6	156,000
3	HOTEL	6	81,788



1 STREET SECTION

C2.0 SECTION

EXHIBIT B

Huffines Property PUD Subdivision Park Impact Fee Offset Narrative

The Legacy Cool Springs Apartments development plan proposes 426 residential units generating \$1,833,504.00 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of **land dedication** and **constructed improvements** to the national historic registered John Henry Carothers Home site at Huffine's Ridge.

Proposed Land Dedication:

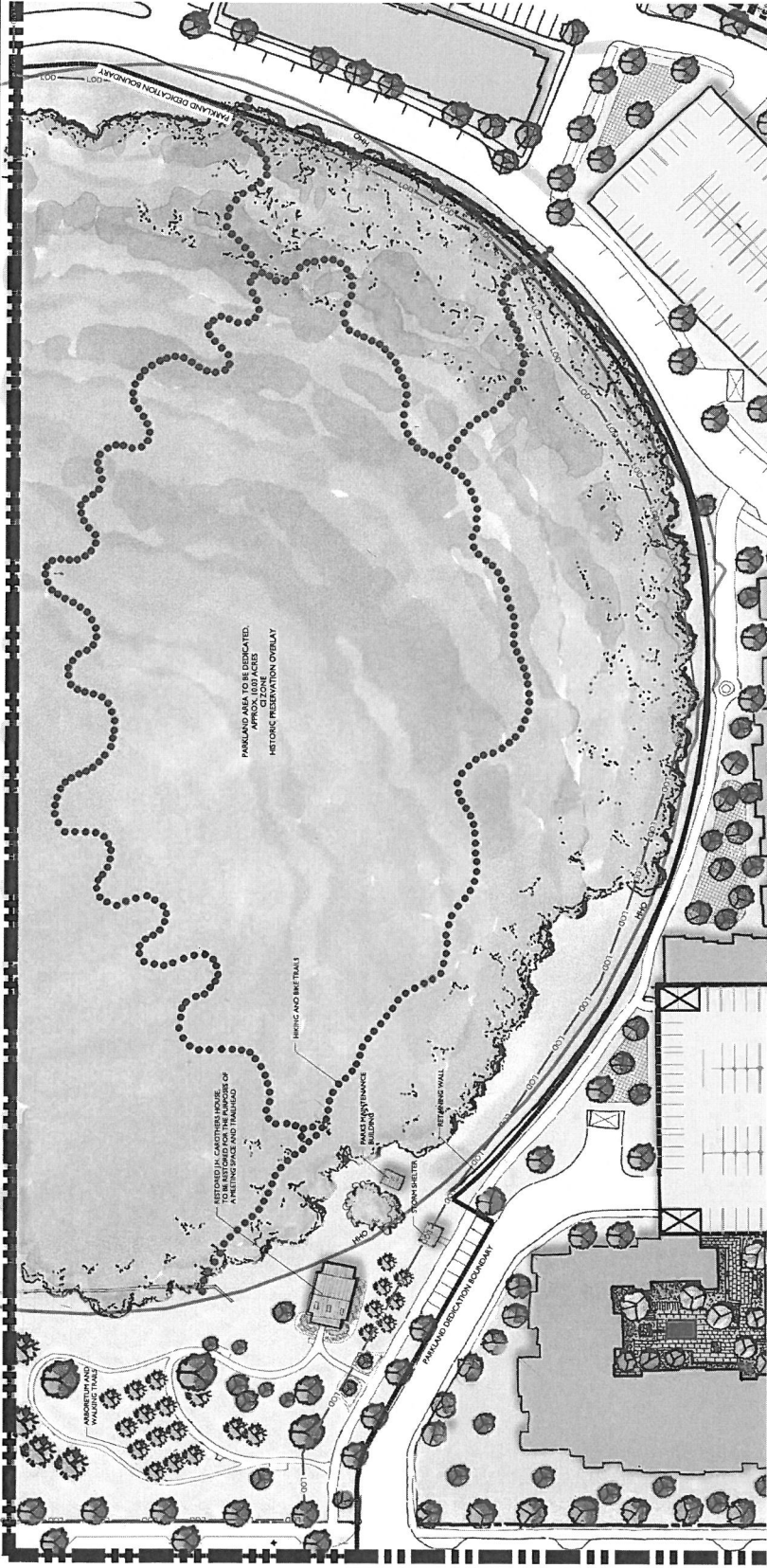
The proposed development plan (as re-submitted on February 7, 2019) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a park. This land has an offset value of \$62,121.00 per acre as established in the parkland dedication ordinance.

Proposed Constructed Improvements:

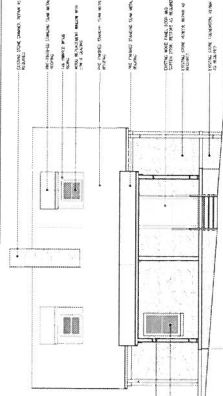
First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built by using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Wayfinding and interpretive signage are also proposed.

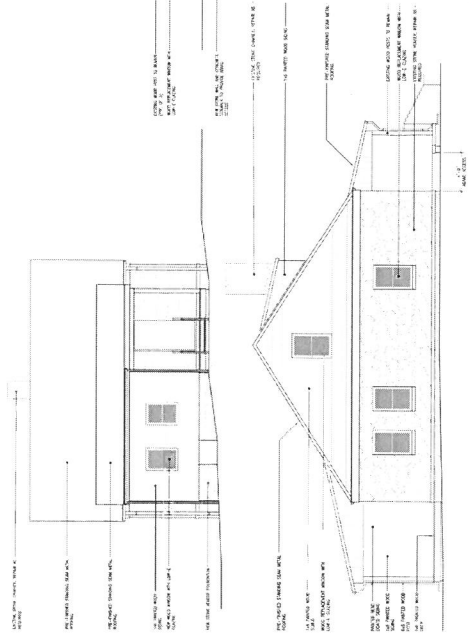
The site is also intended to function as an extension of the trail network proposed on parcels to the east of Carothers Parkway. Mountain bike/hiking trails, a trailhead, wayfinding signage, and parking are all planned. The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.



PROPOSED PARKLAND DEDICATION - CONCEPTUAL



NOTE: ELEVATIONS ARE PRELIMINARY
HISTORIC ZONING COMMISSION CERTIFICATE OF
APPROPRIATENESS IS REQUIRED PRIOR TO APPROVAL



PARK IMPACT FEE OFFSET NARRATIVE
The proposed development plan (COF #6616) shows a 10.0-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers House. These 10.00 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$63.121 per acre as established in the parkland dedication ordinance.

Proposed Land Dedication
The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an interpretive/commemorative garden designed in partnership with Park Staff. Additionally, a sustainable landscape plan for park riparian and a current storm shelter are to be built using environmentally sensitive materials. The proposed improvements include: interpretive signage, interpretive lighting, and pedestrian lighting from the historic home to parking.

Proposed Constructed Improvements
The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a new and historic home with stone walls to serve as a gateway to proposed existing walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE REC REVIEW

FUSION

ARCHITECTURE

110 AMMANUELL LANE

FRANKLIN, TENNESSEE 37064

V-6114-EL-2016

WWW.FUSIONARCHITECTURE.COM

FUSION ARCHITECTURE PC

110 AMMANUELL LANE

FRANKLIN, TENNESSEE 37064

V-6114-EL-2016

WWW.FUSIONARCHITECTURE.COM

The drawings are the property of Fusion Architecture PC and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	
These drawings were prepared by the architectural firm of Fusion Architecture PC, a professional corporation, under the supervision and seal of the professional architect, Fusion Architecture PC, a professional corporation, and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Fusion Architecture PC.	

JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT

D

PROJECT NUMBER

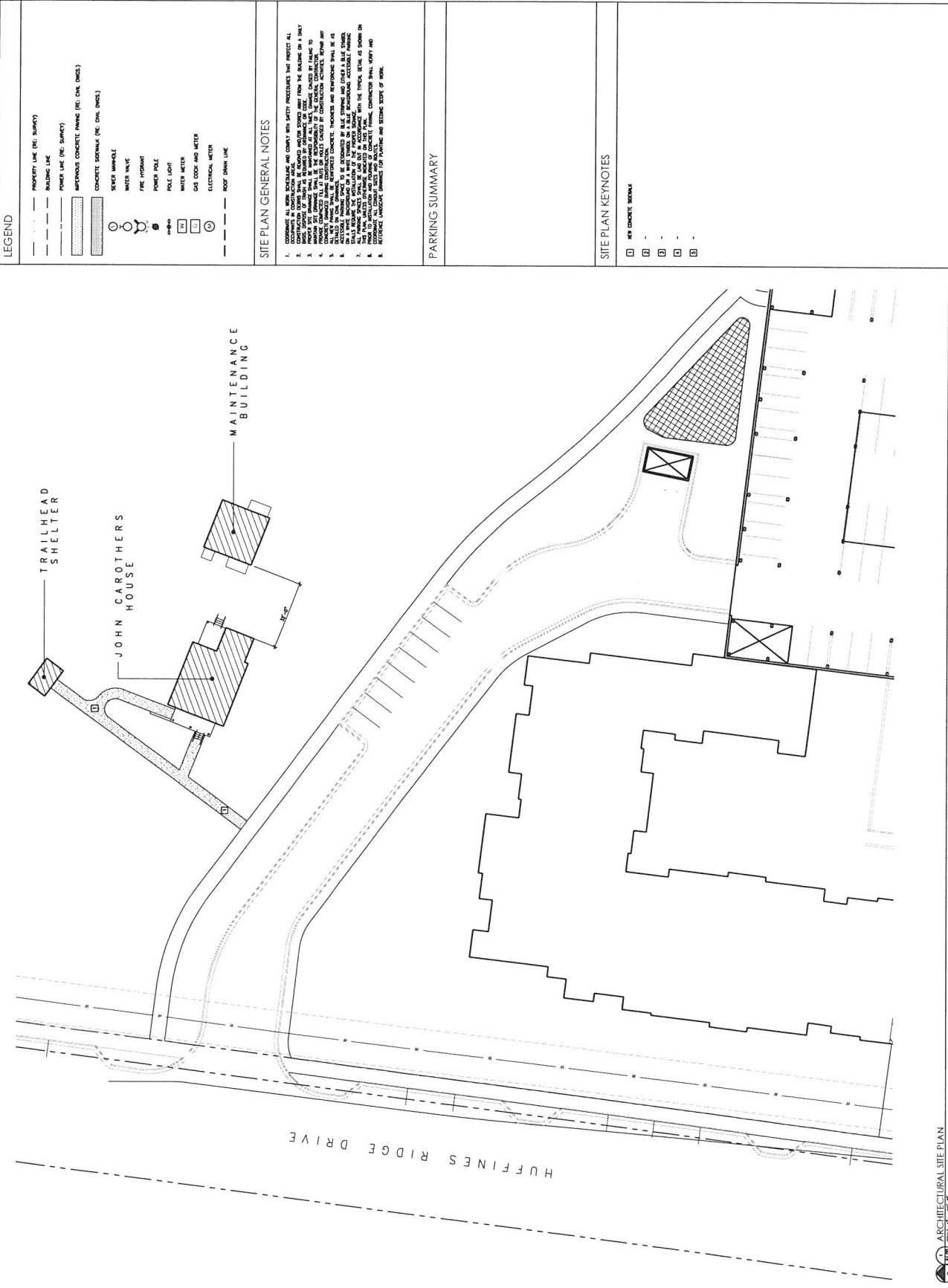
03-014-18

SHEET TITLE

ARCH. SITE PLAN

SHEET NUMBER

A1.00



PROJECT NUMBER	03-014-18
DATE	03/14/18
DESIGNED BY	DAVID L. FUSION
CHECKED BY	DAVID L. FUSION
CONSTRUCTION DOCUMENTS	1-1

JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER	03-014-18
SHEET TITLE	DEMOLITION FLOOR PLAN
SHEET NUMBER	A1.50

LEGEND

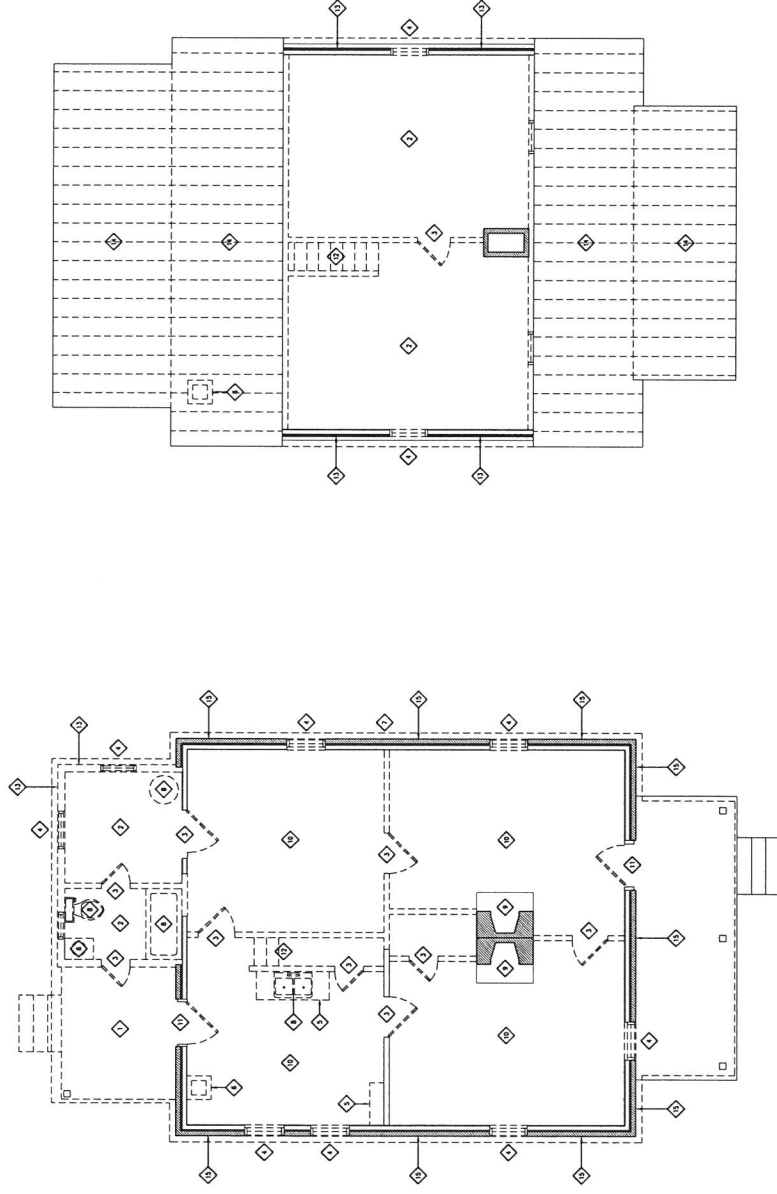
	EXISTING DOOR TO REMAIN
	EXISTING WALL TO BE REMOVED
	EXISTING WALL TO BE REMOVED

DEMOLITION PLAN GENERAL NOTES

1. VERIFY FIELD CONDITIONS PRIOR TO DEMOLITION OF EACH PORTION OF WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. DEMOLITION ARE TO BE STRUCTURAL, ONE OR TWO HIGH SURFACES, UNLESS NOTED OTHERWISE.
3. DEMOLITION ARE TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE COMPLETED TO MAINTAIN A SAFE WORKING ENVIRONMENT.
4. TO MAINTAIN NEIGHBORING AREAS, DEMOLITION SHALL BE COMPLETED IN A MANNER THAT WILL MAINTAIN THE INTEGRITY OF THE STRUCTURE. VERIFY THE CONDITION OF ANY STRUCTURAL ELEMENTS PRIOR TO DEMOLITION.
5. MAINTAIN AND CAP ALL EXISTING ELECTRICAL, COMMUNICATIONS, GAS, AND WATER LINES THROUGHOUT THE DEMOLITION.

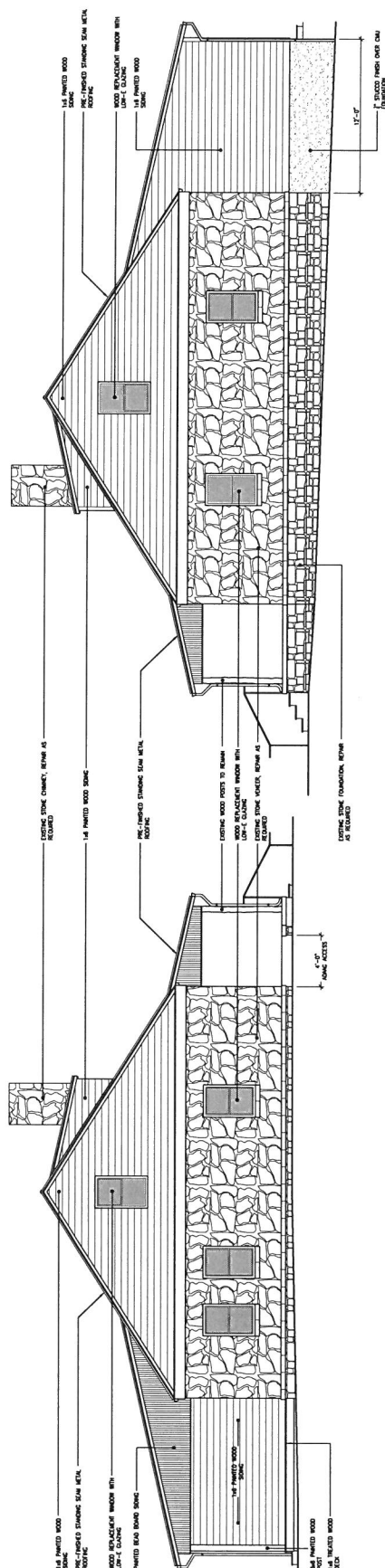
DEMOLITION PLAN KEYNOTES

- 1. REMOVE EXISTING WOOD CEILING AND JOISTS.
- 2. REMOVE EXISTING CEILING, SILL-CLOSING AND JOIST.
- 3. REMOVE EXISTING DOOR AND FRAME.
- 4. REMOVE EXISTING WINDOW.
- 5. REMOVE EXISTING WINDOW.
- 6. REMOVE EXISTING BRICK WALL.
- 7. REMOVE EXISTING BRICK CHIMNEY.
- 8. EXISTING ELECTRICAL SERVICE TO BE REMOVED.
- 9. REMOVE EXISTING SILL, ROOF, MOIST, VENT AND WATER AS REQUIRED FOR NEW WORK.
- 10. EXISTING PRECAST TO REMAIN.
- 11. EXISTING WOOD FLOOR TO BE REMOVED AND RESTORED FOR RENOVATION.
- 12. EXISTING DOOR TO BE REMOVED AND RESTORED FOR RENOVATION.
- 13. EXISTING STAIRS TO BE REMOVED.
- 14. REMOVE EXISTING GASTROE SINKING.
- 15. REMOVE EXISTING METAL ROOFING.
- 16. EXISTING STONE VENTED TO BE REMOVED AS REQUIRED.



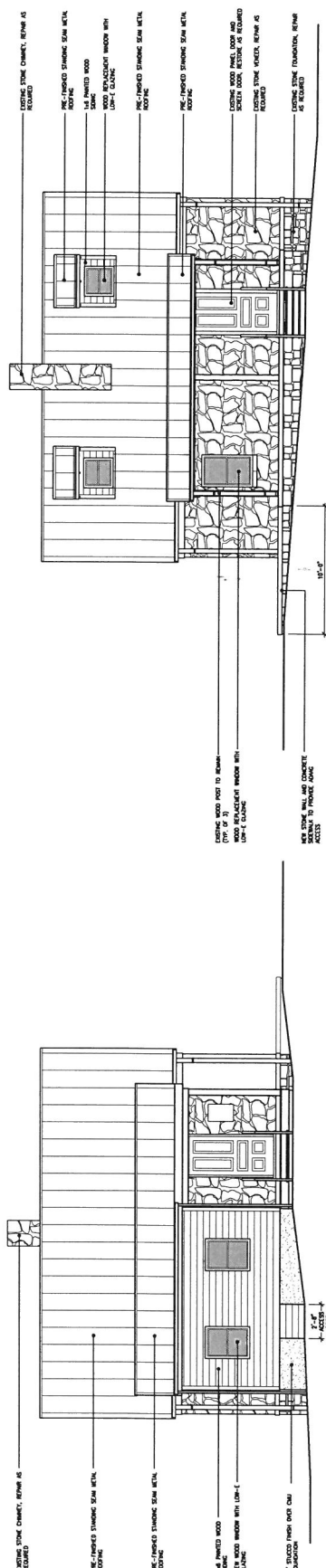
DEMOLITION FLOOR PLAN-SECOND FLOOR
SCALE: 1/4" = 1'-0"

DEMOLITION FLOOR PLAN-FIRST FLOOR
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 EAST ELEVATION
M.08 SCALE: 1/4" = 1'-0"

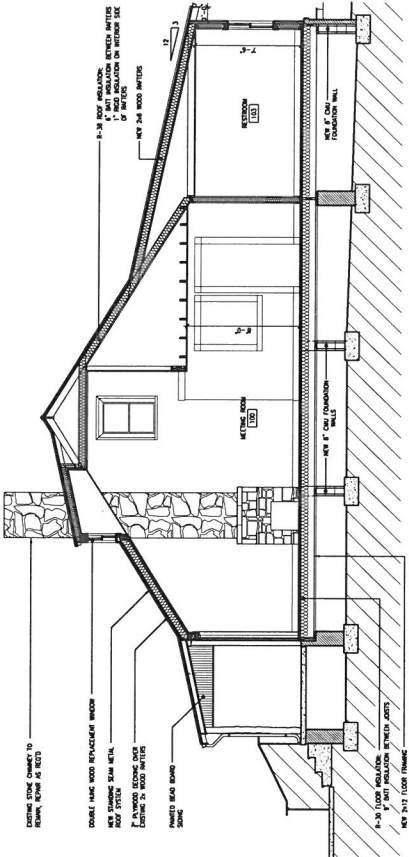
WEST ELEVATION
SCALE: 1/4" = 1'-0"

PROJECT / REGION		DATE
JOHN CAROTHERS PROPERTY		01.11.2019
HOUSE RESTORATION AND RENOVATION		01.11.2019
CONSTRUCTION DOCUMENTS		01.11.2019

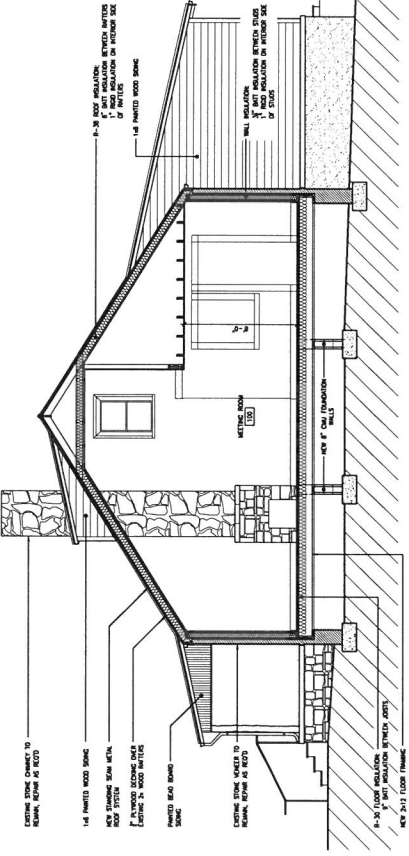
JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

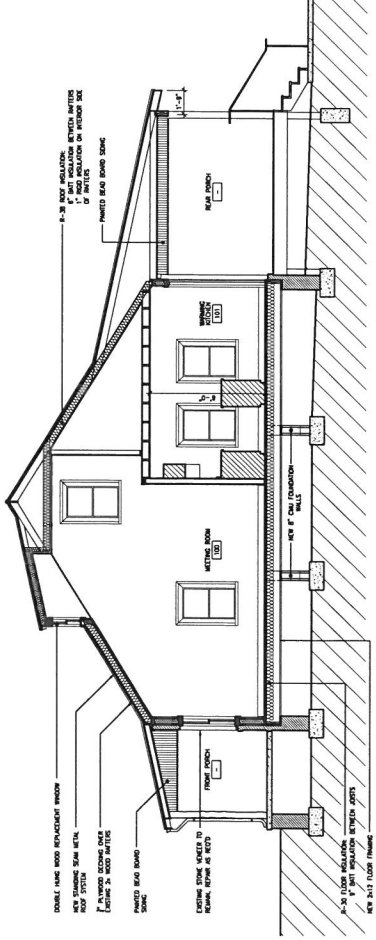
PROJECT NUMBER		03-014-18
SHEET TITLE		HOUSE RESTORATION AND RENOVATION
BUILDING SECTIONS		
SHEET NUMBER		A4.10



7. BUILDING SECTION
SCALE 1/4\"/>



7. BUILDING SECTION
SCALE 1/4\"/>



7. BUILDING SECTION
SCALE 1/4\"/>

THIS DRAWING IS THE PROPERTY OF FUSION ARCHITECTURE, PC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FUSION ARCHITECTURE, PC.

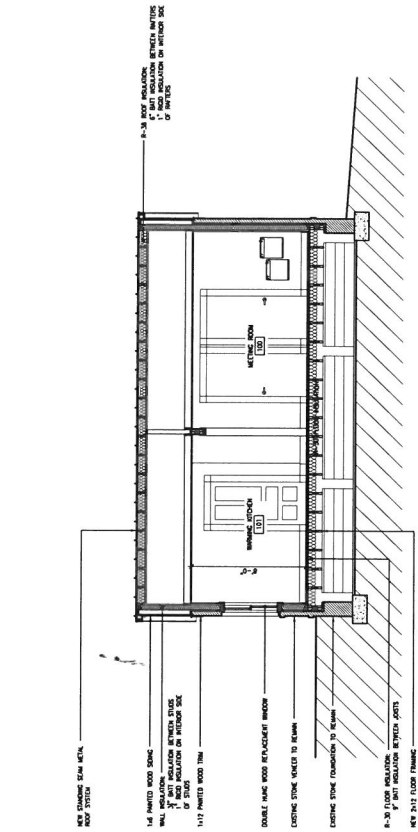
DATE: 08-11-2016
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
CONSTRUCTION DOCUMENTS

PROJECT / REGION: JEFFERSON COUNTY, TENNESSEE
SHEET NO.: 03-014-18
SHEET TITLE: BUILDING SECTIONS
SHEET NUMBER: A4.11

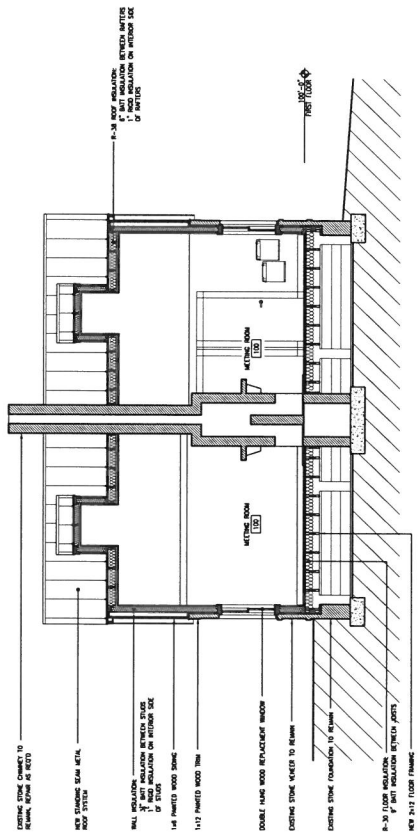
JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

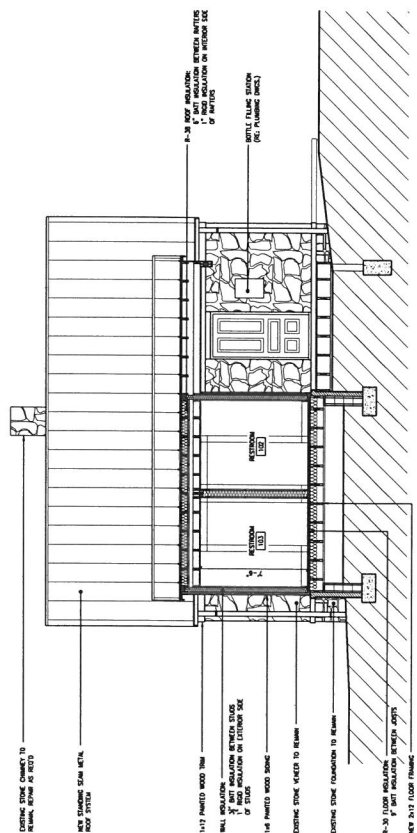
PROJECT NUMBER: 03-014-18
SHEET TITLE: BUILDING SECTIONS
SHEET NUMBER: A4.11



BUILDING SECTION
SCALE 1/4" = 1'-0"



BUILDING SECTION
SCALE 1/4" = 1'-0"



BUILDING SECTION
SCALE 1/4" = 1'-0"

JOHN CAROTHERS PROPERTY
MAINTENANCE BUILDING

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37066

INDEX OF DRAWINGS:

ARCHITECTURAL (3)

GENERAL (2) _____

GENERAL NOTES:

- [illegible]

SYMBOLS LEGEND:

ROOM NUMBER	KEY NOTE
DOOR NUMBER	FUNCTION
WINDOW TAG	PHOTO TAG
COLUMN END TAG	KEY NOTE
ELEVATION TAG	KEY NOTE
SECTION TAG	KEY NOTE

PROJECT INFORMATION:[illegible]PROJECT DESCRIPTION:

THIS PROJECT INVOLVES THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING FOR THE PARKS DEPARTMENT. THIS BUILDING SHALL PROVIDE A REGIONAL PLANT AND SOIL STORAGE AND

APPLICABLE BUILDING CODES AND STANDARDS:

2018	INTERNATIONAL BUILDING CODE INCLUDING APPENDICES C, D, E AND F	REVIEWED UNDER THE IBC
2018	INTERNATIONAL BUILDING CODE INCLUDING APPENDICES A, C, D AND F	REVIEWED UNDER THE IBC
2018	IFPE LIFE SAFETY CODE, 1st	
2018	INTERNATIONAL PLUMBING CODE	
2018	INTERNATIONAL MECHANICAL CODE	
2017	ICC A-117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES	
2018	INTERNATIONAL BUILDING CODE INCLUDING APPENDICES C AND J	REVIEWED UNDER THE IBC
2018	INTERNATIONAL BUILDING CODE INCLUDING APPENDICES C AND J	REVIEWED UNDER THE IBC
2008	INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IBC)	
2018	INTERNATIONAL PROPERTY MAINTENANCE CODE	

PROFESSIONAL OF RECORD:

ARCHITECT:
FUSION ARCHITECTURE, PC
118 MAESTRO LANE
FRANKLIN, TENNESSEE 37064
VOICE: 615.454.3916

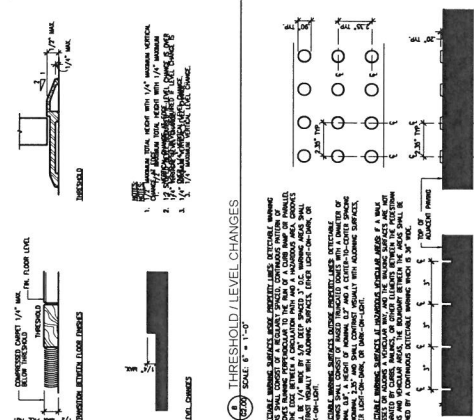
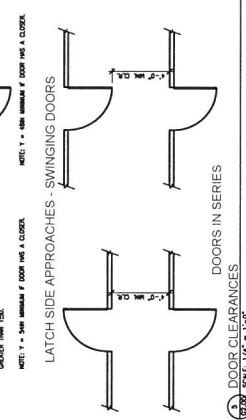
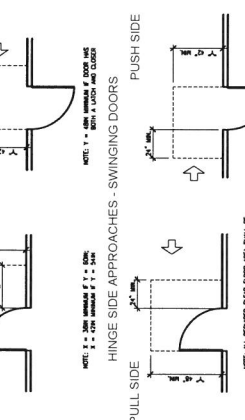
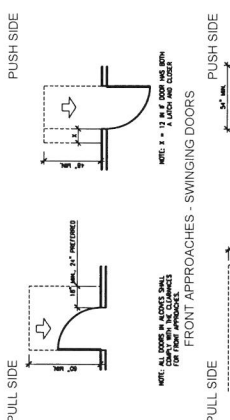
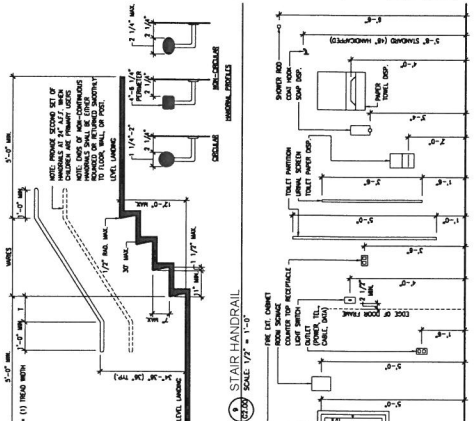
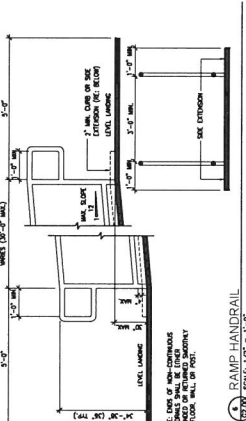
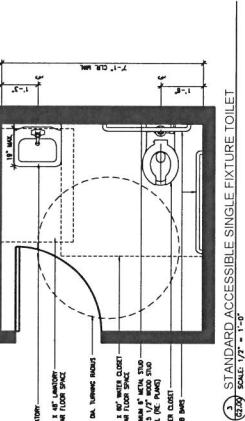
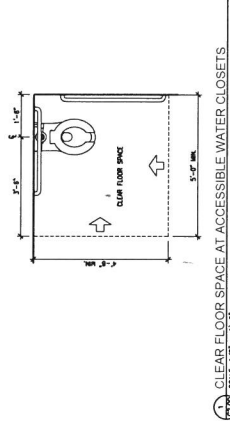
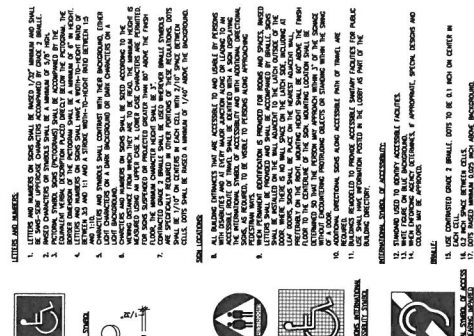
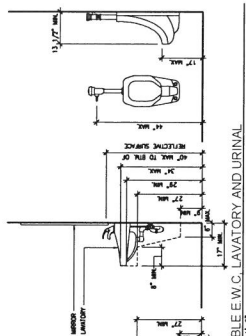
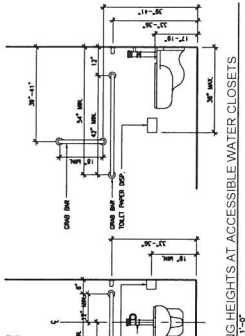
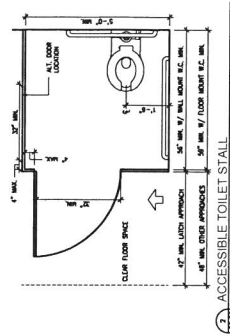
CONTACT: KYLE M. KRAMER, ARCHITECT
E-MAIL: kramer@fusionarchitect.com

VICINITY MAP.HATCH LEGEND:

NAME	SECTION	DETAIL	NAME	SECTION	DETAIL
PLATE		NEW WALL	BRICK		CONC. BL. / WOOD
INSULATION		BRICK	CONCRETE		CLEAR GLASS
PLYWOOD		BRICK	STEEL		
ROOF INSULATION		BRICK	CAUL		
CONC. BL. / ALUF. / S.W.		BRICK	SHOWER GLASS		
GLASS		BRICK	INSULATION		

CONSULTANTS:

PROJECT NUMBER	03-014-18	SHEET NUMBER	G1.00
TITLE SHEET			

[illegible]

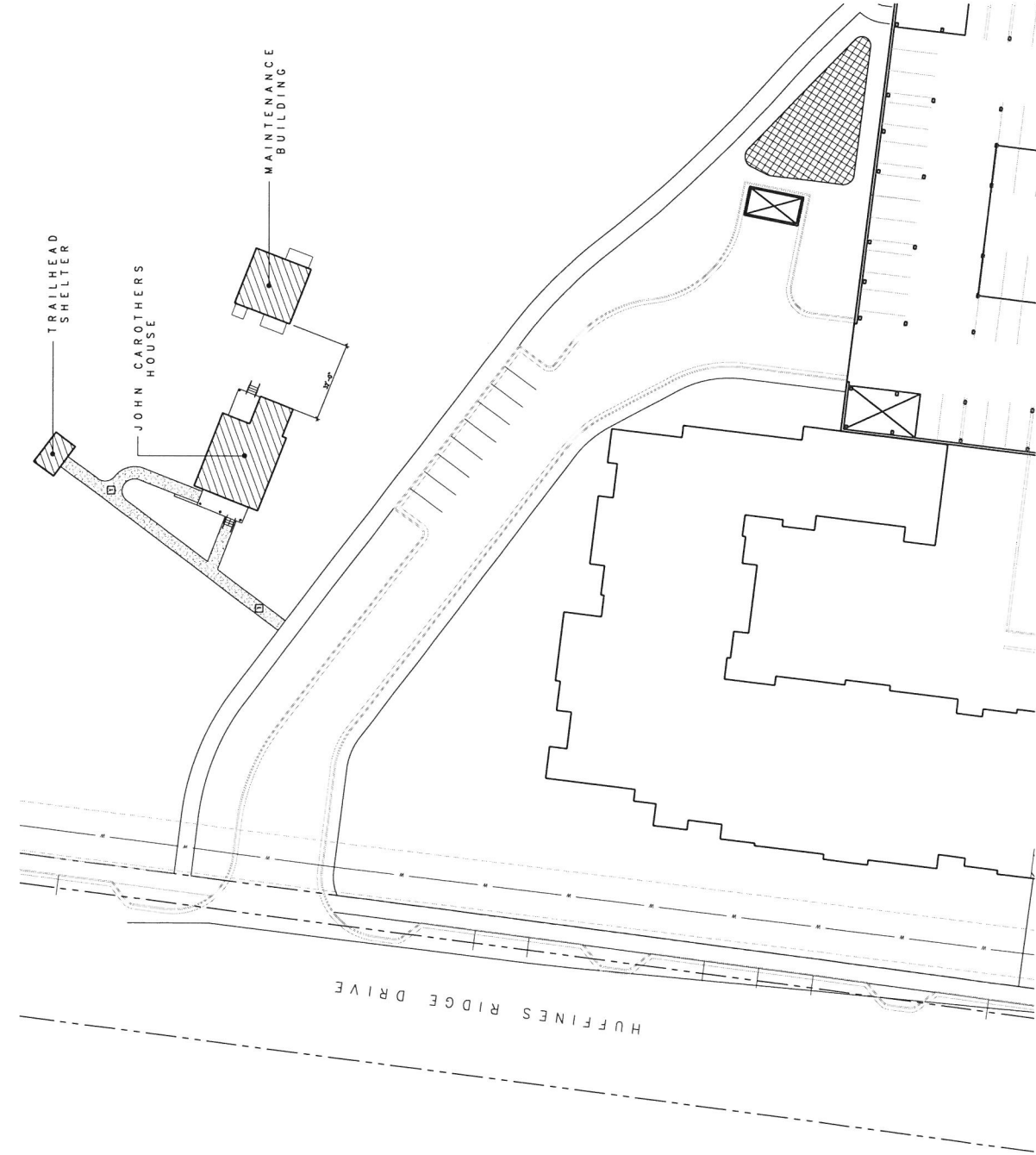
SITE PLAN GENERAL NOTES

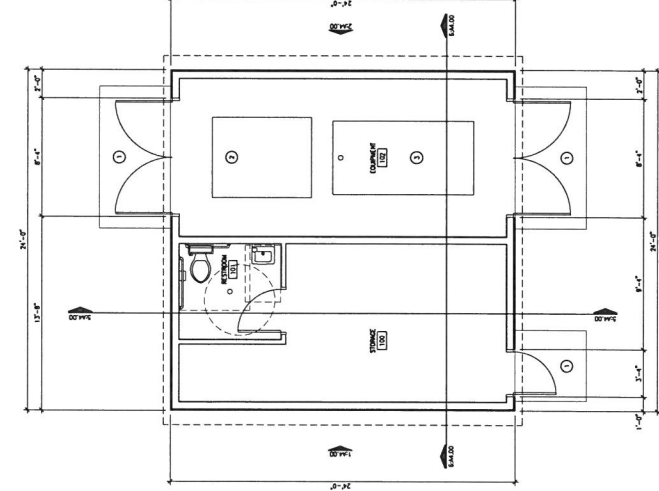
1. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
2. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
3. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
4. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
5. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
6. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
7. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
8. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
9. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.
10. EXISTING IN THIS TERRITORY AND COUNTY WITH SAFETY PRECEDENTS THAT PROTECT ALL EXISTING IN EXISTING AREAS.

PARKING SUMMARY

SITE PLAN KEYNOTES

- 1. NEW CONCRETE SIDEWALK
- 2. NEW CONCRETE SIDEWALK
- 3. NEW CONCRETE SIDEWALK
- 4. NEW CONCRETE SIDEWALK
- 5. NEW CONCRETE SIDEWALK





1.10 ARCHITECTURAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

1.20 ARCHITECTURAL CEILING PLAN
SCALE: 1/4" = 1'-0"

1.30 ARCHITECTURAL ROOF PLAN
SCALE: 1/4" = 1'-0"

LEGEND

KEY DOOR AS SCHEDULED KEY WALL AS SCHEDULED

PAINTED EXTERIOR FINISHES

7'-0" x 4'-0" LED LIGHT WITH MOTIVE LINE (SEE ELECTRICAL)

INTERIOR WALL FINISHES (SEE ELECTRICAL)

EXTERIOR WALL FINISHES (SEE ELECTRICAL)

1'-0" x 4'-0" LED LIGHT WITH MOTIVE LINE (SEE ELECTRICAL)

INTERIOR WALL FINISHES (SEE ELECTRICAL)

EXTERIOR WALL FINISHES (SEE ELECTRICAL)

GENERAL NOTES

1. INTERIOR FINISHES SHALL COMPLY WITH 10-2.3.3.3 (0-15) (FINISHES) WITH SHOWN REQUIREMENTS OF (0-15).

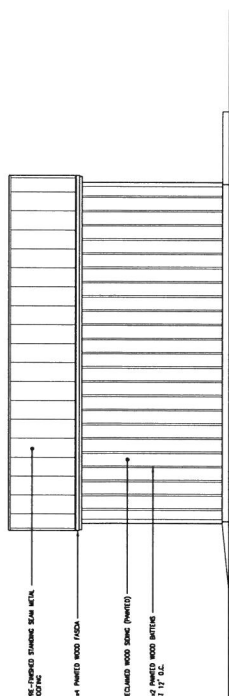
2. EXTERIOR FINISHES SHALL BE FINISHES AS SHOWN WITH SHOWN REQUIREMENTS OF (0-15).

3. ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TAKEN FROM FACE OF FINISHES.

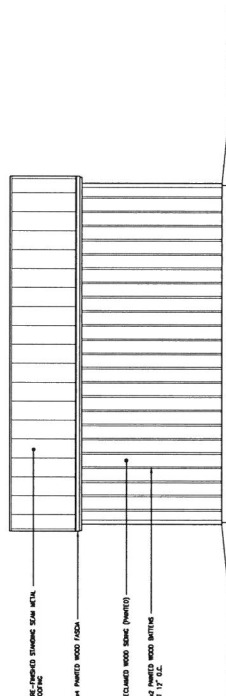
4. INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 05.20.00 (0-15).

KEYNOTES

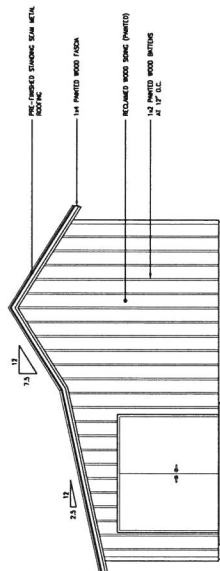
1	CONCRETE (SEE NOTES)
2	LAWN (SEE NOTES)
3	ALL TERRACE VEHICLE
4	PRE-FINISHED STANDING SEAM METAL ROOF
5	-
6	-
7	-
8	-
9	-
10	-



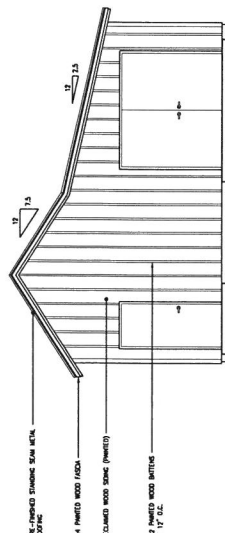
1 NORTH ELEVATION
A4.00 SCALE: 1/4" = 1'-0"



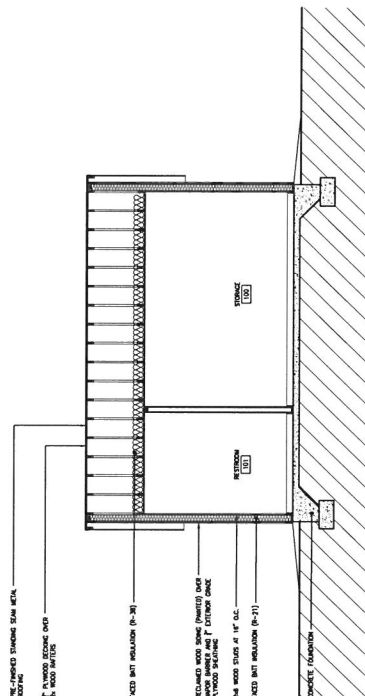
2 SOUTH ELEVATION
AM.00 SCALE: 1/4" = 1'-0"



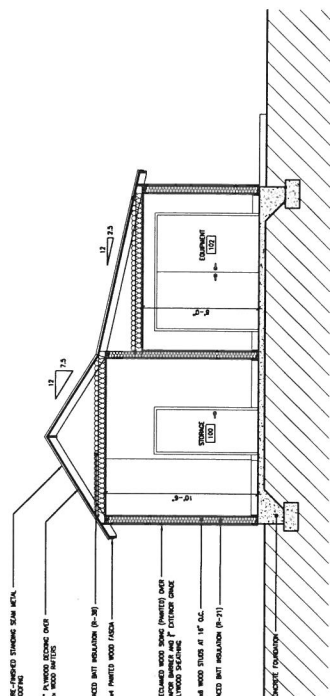
3 EAST ELEVATION
DATE: SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



5 BUILDING SECTION
A4.100 SCALE: 1/4" = 1'-0"



6 BUILDING SECTION
SCALE: 1/4" = 1'-0"

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
V: 615.454.3916
WWW.FUSIONARCHITECTURE.COM

A1.50	AROMATIC/CLAY, Silt	PLAN
A2.10	AROMATIC/CLAY, Floor	CLAY PLAN, CEILING PLAN, ROOF PLAN, EXTERIOR CLAYWORK AND SECTIONS

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO SUPPLY ALL SUBCONTRACTORS WITH CONSTRUCTION PERMITS AND SPECIFICATIONS NECESSARY TO MEET ANY OTHER CONTRACTORS' REQUIREMENTS.
2. ALL WORK SHALL BE COMPLETED ON THE SCHEDULED DATE AND WITHIN THE BUDGETED COST OF THE PROJECT.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE GENERAL CONTRACTOR'S OWN APPROVAL, FILED TO BE REVIEWED THAT ALL SET BACKS ON THE SCHEDULE.
4. ANY PERFORMANCE OF A SUBCONTRACTOR IS SUBJECT TO BE COMPLETED WITHIN SCHEDULED TIME FRAME.
5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
9. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE PROJECT AND TO BE RESPONSIBLE FOR THE DELIVERY OF THE PROJECT TO THE CLIENT ON THE SCHEDULED DATE.

DOCUMENT CLASSIFICATION		DOCUMENT ID
SEC.	HEALTH GROUP II	44 DOCUMENTS
NTFC	SPECIAL STRUCTURES - CHAPTER 11	
TYPE OF CONSTRUCTION:		
SEC.	TYPE V (H)	
NTFC	TYPE V (OOD)	
ALLOWABLE NO. OF STORES: 1		
NO. OF STORES: 1		
ALLOWABLE BUILDING HEIGHT: 40'-0"		
BUILDING HEIGHT: 40'-0"		
ALLOWABLE BUILDING AREA: 3,000 S.F.		
BUILDING AREA: 100 S.F.		

2018	INTERNATIONAL BALANCE CODE INCLUDING APPROPRIATES I, C AND E
2019	INTERNATIONAL BALANCE CODE INCLUDING APPROPRIATES I, C AND E
2018	INTERNATIONAL BALANCE CODE INCLUDING APPROPRIATES A, C AND D
2019	INTERNATIONAL BALANCE CODE INCLUDING APPROPRIATES A, C AND D
2018	MPIA LIFE UTILITY CODE 101
2019	MPIA LIFE UTILITY CODE 101
2018	INTERNATIONAL ALUMINUM CODE
2019	INTERNATIONAL ALUMINUM CODE
2018	INTERNATIONAL ALUMINUM CODE
2019	INTERNATIONAL ALUMINUM CODE
2017	CC A 112-1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
2018	INTERNATIONAL LITIGANT CODE
2019	INTERNATIONAL LITIGANT CODE
2018	INTERNATIONAL PROPERTY CONSERVATION CODE
2019	INTERNATIONAL PROPERTY CONSERVATION CODE
2018	INTERNATIONAL PROPERTY CONSERVATION CODE (FOR BALDING)
2019	INTERNATIONAL PROPERTY CONSERVATION CODE (FOR BALDING)

THIS PROJECT MOVES THE CONSTRUCTION OF AN OPEN TEAMWORK SUPPORT STRATEGY

ARCHITECT:
FUSION ARCHITECTURE, P
118 WACREST LANE
FRANKLIN, TENNESSEE 37064
VOICE: 615.454.3818

	ROOM NUMBER		RETAIN TAG		KEY NOTE
	DOOR NUMBER		WINDOW TAG		PARTITION
	COLUMN GRID TAG		PHOTO TAG		
	ELEVATION TAG		KEY NOTE		
	SECTION TAG		KEY NOTE		
	ZONED AREA		KEY NOTE		

1

[illegible]

SHEET VIII

G1.00

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT D

PULL SIDE

NOTE: ALL DOORS ON EXTERIOR WALLS SHALL BE PROVIDED WITH THE FOLLOWING CLEARANCES:

FRONT APPROACHES - SWINGING DOORS

PULL SIDE

NOTE: X = 3'6" MINIMUM IF Y = 0 INCH
Y = 0 INCH MINIMUM IF X = 3'6"

HINGE SIDE APPROACHES - SWINGING DOORS

PULL SIDE

NOTE: ALL REINFORCED CONCRETE FLOOR AND WALLS SHALL BE CONCRETE FINISH. ALL OTHER WALLS SHALL BE FINISHED TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS.

PULL SIDE

NOTE: Y = 3'6" MINIMUM IF DOOR HAS A CURB
X = 0 INCH MINIMUM IF DOOR HAS A CURB

LATCH SIDE APPROACHES - SWINGING DOORS

PULL SIDE

NOTE: Y = 3'6" MINIMUM IF DOOR HAS A CURB
X = 0 INCH MINIMUM IF DOOR HAS A CURB

DOOR CLEARANCES

SCALE: 1/4" = 1'-0"

DOORS IN SERIES

NOTE: Y = 3'6" MINIMUM IF DOOR HAS A CURB
X = 0 INCH MINIMUM IF DOOR HAS A CURB

THRESHOLD / LEVEL CHANGES

SCALE: 1/4" = 1'-0"

DETECTABLE WARNING SURFACES

SCALE: 1/4" = 1'-0"

DETECTABLE WARNING SURFACES

SCALE: 1/4" = 1'-0"

[illegible]

LEGEND

- PROPERTY LINE (RE. SURVEY)
- BUILDING LINE
- POWER LINE (RE. SURVEY)
- INTERLOCKING CONCRETE PAVING (RE. CIVIL DWG.)
- CONCRETE SIDEWALK (RE. CIVIL DWG.)
- SEWER MANHOLE
- WATER MANHOLE
- FIRE HYDRANT
- POWER POLE
- POLE LIGHT
- WATER METER
- ONE CODE AND METER
- ELECTRICAL METER
- ROOF DRAIN LINE

SITE PLAN GENERAL NOTES

- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONSTRUCT ALL NEW BUILDINGS AND CONDUIT WITH SAFETY PROCEDURES THAT PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

PARKING SUMMARY

SITE PLAN KEYNOTES

- NEW CONCRETE SIDEWALK
-
-
-
-
-

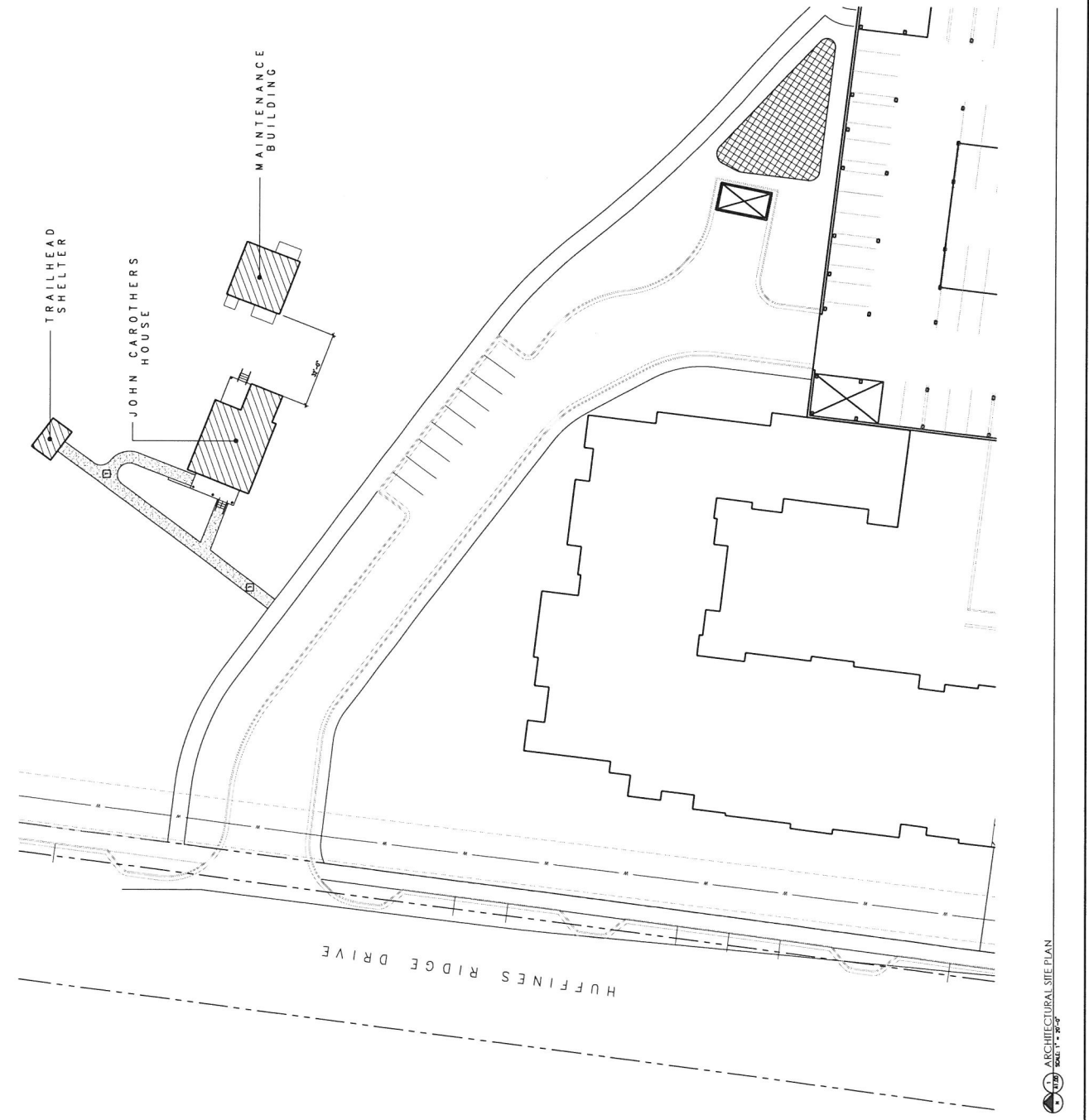


EXHIBIT E

PARKLAND IMPACT FEE OFFSET - COST ESTIMATE

PARKLAND IMPACT FEES					
Parkland dedication fee	\$4,304	426	EA	\$1,833,504	
OFFSET COSTS					
Cost Line Item	UNIT COST	QTY	UNIT	ALLOWANCE*	NOTES
House Renovation, unsafe structure demo	\$350	1068	SF	\$373,800	Assumption-based, architect and contractor engaged to provide estimates
Trail Construction	\$300,000	1	LS	\$300,000	OE compiling a custom estimate for Legacy Cool Springs
Arboretum / Pavilion	\$75,000	1	LS	\$75,000	Assumption
Trail Head Storm Shelter	\$150	150	SF	\$22,500	
Maintenance Shed	\$150	576	SF	\$86,400	
Historic Stone Wall Restoration	\$200,000	1	LS	\$200,000	
Parking Lot - 10 spaces	\$150,000	1	LS	\$150,000	
Park Signage	\$25,000	1	LS	\$25,000	
Design Fees	\$17,500	1	LS	\$17,500	
Land Dedication	\$62,121	10.03	AC	\$623,074	
				\$1,873,274	

*Allowance indicates known project cost/exposure but an unquantifiable amount given current data.

COF Contract No. 2019-0096

Exhibit F: Opinion of Cost

Based on the City of Franklin's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"), the opinion of cost is as follows. Legacy, LLC (hereinafter, "Legacy") will be developing the property known as Huffines Ridge, which is located at 1343 Huffines Ridge Drive, Franklin, Williamson County, Tennessee. The development is proposed to include four hundred twenty-six (426) apartment units, a one hundred seventy (170) room hotel, and an office building consisting of approximately 150,000 square feet. The total number of dwelling units on the property is proposed to be four hundred twenty-six (426) units. The Total Parkland Impact Fee Obligation Per Dwelling Unit fee, as listed in Appendix A, Chapter 25, of the Franklin Municipal Code (hereinafter, "Appendix"), is \$4,304.00.

The total obligation for Huffines Ridge, based on the four hundred twenty-six (426) dwelling units at the assessed price of \$4,304.00 is \$1,833,504.00. According to the Ordinance, this amount must be paid "at the same time the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable." The amount may be reimbursed in part or in full based on the Parks Department's assessment of any parkland construction on the development's property.

Legacy intends to dedicate 10.03 acres of land to the City and construct a mountain bike trail system, arboretum, and restore the property's historic home on the Huffines Ridge property. The Appendix states, Off-sets for Private Parkland set-aside available for Public use when in an all access public easement will be "calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-Set amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan." Based on this calculation, Legacy is eligible for a one hundred (100) percent off-set of the parkland impact fees in the amount of \$1,833,504.00 for the dedication of land, construction of the mountain bike trail and arboretum, and the restoration of the property's historic home. This is the maximum off-set amount available for this project, and it will be reimbursed to Legacy at the completion of the project.

The table below is a summary of the above information.

Total Parkland Impact Fee for 426 units @ \$4,304/unit	\$1,833,504.00
Eligible amount of off-set based on 100% of total Parkland Impact Fee	\$1,833,504.00