

**PARKLAND IMACT FEE (PAYMENT OF FEE ONLY) AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND COMMUNITY HOUSING PARTNERSHIP OF
WILLIAMSON COUNTY
CONTRACT NO. 2019-0271**

This Agreement for the **PARKLAND IMPACT FEE FOR WOOD DUCK COURT PUD**, is made and entered into this ___ day of September, 2019, by and between City of Franklin, Tennessee (hereinafter “City”) and Community Housing Partnership of Williamson County (hereinafter “CHPWC”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, CHPWC being the owner of certain land in Williamson County, Tennessee, as more particularly described below and in Exhibit A attached hereto. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, CHPWC is in the process of developing Map 079-Parcels 07705, 06502, & 06505 (the “Development Project”), consisting of 20.9 acres. CHPWC intends to develop or cause the development of Two Hundred Thirty-Seven (237) dwelling units, as more particularly shown on Exhibit A; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, “Ordinance”); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and No/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is One Million Twenty Thousand Forty-Eight and No/100 Dollars (\$1,020,048.00) and shall be paid at the first final plat or at the issuance of the first building permit, whichever comes first.

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

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES.

1. The foregoing recitals are incorporated into this Agreement and made a part hereof. CHPWC agrees to pay to City the total Parkland Impact Fee amount.
2. This Agreement is non-transferable to the successors or assigns of CHPWC unless the successor assumes the same obligations of CHPWC in writing. Such assignment shall be provided in writing to the City within fifteen (15) days of its occurrence. Upon assignment, CHPWC shall be relieved from further liability under this Agreement.
3. The City and CHPWC agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
4. 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.

5. 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 CHPWC:

Community Housing Partnership
of Williamson County
129 West Fowlkes Street, Suite 124
Franklin, TN 37064

6. This Agreement constitutes the entire agreement between the 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 all parties.

II. GENERAL TERMS AND CONDITIONS.

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to CHPWC 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 CHPWC or a successor, or on any obligations hereunder.
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 CHPWC to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
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.

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: _____
William E. Squires
Assistant City Attorney

WOOD DUCK COURT PUD SUBDIVISION DEVELOPMENT PLAN

SD-R (11.34) (SPECIAL DEVELOPMENT - RESIDENTIAL)
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

PARCEL OWNERS

079-...07705 & 079-...06505
WALKER FAMILY PARTNERS

079-...06502
WILLIAM H. WALKER

APPLICANT & LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
415-973-5765
greg.gamble@gdc-tn.com

ENGINEER & SURVEYOR:

CIVIL & ENVIRONMENTAL CONSULTANTS, INC
STEVE CASEY
325 SEABOARD LANE
SUITE 170
FRANKLIN, TN 37067
415-333-7797
scasey@cec.com

ARCHITECT

DAVE PURSER
PURSER ARCHITECTURE & DESIGN, PLLC
2819 COLUMBINE PLACE
SUITE 5
NASHVILLE, TN 37204
615-943-8615
dave@padpllc.com



PARCELS

079-...07705
079-...06502
079-...06505

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY COF. THE WATER MAINS ARE LOCATED ALONG WOOD DUCK COURT.
237 UNITS x 350 GPD = 82,960 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
NOT AVAILABLE TO THIS SITE.

REPAIRED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.5 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 3.8 MI (TRINITY PARK)

PROJECTED STUDENT POPULATION
237 ± 0.64 = 152 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COF.

NOTE
COMPREHENSIVE REVIEW OF ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY CITY OF FRANKLIN STAFF WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

PUD TO BE CONSOLIDATED INTO ONE LOT AT FINAL PLAN

SHEET INDEX

C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN
C2.1	INCOMPATIBLE USE BUFFER
C3.0	OVERALL SITE GRADING
C4.0	ROW AND ACCESS PLAN
C5.0	OVERALL SITE UTILITIES
A1.0	ARCHITECTURE
A1.1	ARCHITECTURE
A1.2	ARCHITECTURE
A1.3	ARCHITECTURE
A1.4	ARCHITECTURE
EX1	BUFFER MANAGEMENT PLAN EXHIBIT
EX1.1	WETLAND RECREATION AREA EXHIBIT
EX2	FORMAL OPEN SPACE EXHIBIT

WOOD DUCK COURT PUD SUBDIVISION

SITE DATA

SUBDIVISION/DEVELOPMENT:	WOOD DUCK COURT PUD SUBDIVISION
COF PROJECT NUMBER:	6992
TAX MAP & PARCELS:	MAP 79 - PARCELS 77.05, 65.02, 65.05
ADDRESS:	WOOD DUCK COURT
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9TH
EXISTING SITE ACREAGE:	20.90 AC
CHARACTER OVERLAY:	MECO-5
OTHER APPLICABLE OVERLAYS:	FFO, FWO, HHO BUFFER
EXISTING ZONING:	GC - GENERAL COMMERCIAL
PROPOSED ZONING:	SD-R (11.34)
APPLICABLE DEVELOPMENT STANDARDS:	EITHER (CONVENTIONAL APPLIED)

**REQUESTED MODIFICATIONS OF STANDARDS
WOOD DUCK COURT PUD SUBDIVISION**

MOS 1
As Modification of Standard Requested for existing measurements
Request to reduce the requirements for a 20' ± 2.0' to 1.5' to be used, which is consistent with similar developments.

LEAVE	36
TOTAL	00



PRE-APP SUBMITTAL: 04.23.2019
INITIAL SUBMITTAL: 05.12.2019
RESUBMITTAL: 07.23.2019
ONE STOP
CDR: JRC



Civil & Environmental Consultants, Inc.
200 Governors Lane, Suite 110 - Franklin, TN 37067
615.583.7797 - 800.768.2338



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
876.gamble@gdc-tn.com

