



Meeting Agenda

Work Session

Tuesday, October 13, 2020

4:30 PM

Board Room

The Board of Mayor and Aldermen Work Session Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 96430941976, Password: 516134. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 3:30 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-196, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On October 13, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. Consideration Of Resolution 2020-185, A Resolution To Assign Naming Rights To The Inclusive Playground At The Southeast Municipal Complex.

Sponsors: Lisa Clayton

3. *Consideration Of Ordinance 2020-21, An Ordinance To Amend The Franklin Zoning Ordinance And Zoning Map As Part Of An Annual Review And Cleanup Following The Major Update Of 2019. FMPC 9/24/20, 9-0

Sponsors: Emily Wright, Kelly Dannenfelser

4. Consideration Of Ordinance 2020-26, An Ordinance To Amend Title 8, Chapter 1, Section 106, Title 12, Chapter 5, Section 502, Title 15, Chapter 3, Section 301, And Title 15, Chapter 6, Section 617 Of The Franklin Municipal Code Relative To Zoning District Names, The Location Of Information Related To

Standards For Driveways And Parking Pads, Specifications For Speed Limits On Residential Streets, And The Parking Of Trailers In Residential Areas.

Sponsors: Emily Wright, Kelly Dannenfelser, Kelli Gibson

5. *Consideration Of COF Contract No. 2020-0128, Parkland Impact Fee Agreement Between The City Of Franklin And Westhaven Partners, LLC For The Westhaven Revision Five (5).

WS 9/8/20

WS 10/13/20

Sponsors: Mark Hilty, Lisa Clayton

6. Presentation And Discussion Concerning Traffic Impacts Associated With The Proposed Berry Farms Chadwell Development.

Sponsors: Paul Holzen

7. Consideration Of Resolution 2020-205, A Resolution to Reject A Request From Boyle Investment Company To Reclassify A Roadway Within The Chadwell Development As A Collector Roadway.

Sponsors: Paul Holzen

8. Consideration Of Resolution 2020-181, A Resolution Approving The Project Partnership Agreement, COF Contract No. 2020-0071, Between The Department Of The Army And City Of Franklin, Tennessee, For The Harpeth River Flood Risk Management Project. (U.S. Army Corps Of Engineers Home Raising Program)

Sponsors: Vernon Gerth, Paul Holzen, Shauna Billingsley

9. Consideration Of DRAFT Resolution 2020-190, A Resolution Approving The USCT Soldier Public Art Installation. Establishing A Public Hearing For October 27, 2020.

Sponsors: Monique McCullough

10. Consideration Of DRAFT COF Contract No. 2020-0041, A Professional Services Agreement With Orchard, Hiltz & McCliment, Inc., d/b/a OHM Advisors To Design New City Hall Facility (Phase I).

Sponsors: Eric Stuckey, Vernon Gerth

11. *Consideration Of Resolution 2020-189, A Resolution Rescinding Sanitary Sewer Availability To 2369 Henpeck Lane (Map 105 Parcel 31).

Sponsors: Mark Hilty, Michelle Hatcher

12. Consideration Of Sewer Availability For Clovercroft Road (Map 080, Parcel 01201).

Sponsors: Michelle Hatcher, Scott Andrews

13. Consideration To Grant Sewer Availability For 4038 Clovercroft Road (Map 079, Parcel 05500).

Sponsors: Michelle Hatcher, Scott Andrews

14. Consideration Of Resolution 2020-172, A Resolution Providing Next Steps Related To The Road Network And/Or Future Land Uses In The West Harpeth Area, Defined As The Area Generally West Of The New Section Of Mack Hatcher Parkway, Between Hillsboro Road And Highway 96 West.

WS 9/8/20

BOMA 9/22/20, Deferred to 10/27/20, 7-0

Sponsors: Vernon Gerth, Paul Holzen, Emily Wright

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 20-01195

DATE: September 24, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-196, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On October 13, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-196.

RESOLUTION 2020-196

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON OCTOBER 13, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, and Executive Order No. 60, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, No. 2020-13, No. 2020-14, No. 2020-15, No. 2020-16, and No. 2020-17 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the October 13, 2020, work session by electronic means.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

The work session scheduled for October 13, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklinton.gov/Home/Components/Calendar/Event/10243/1092>

IT IS SO RESOLVED AND DONE on this 13th day of October, 2020.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form By:
Shauna R. Billingsley, City Attorney



File #: 20-01167

DATE: September 21, 2020
TO: Board of Mayor and Aldermen
FROM: Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of Resolution 2020-185, A Resolution To Assign Naming Rights To The Inclusive Playground At The Southeast Municipal Complex.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a resolution to assign naming rights to the inclusive playground at the future Southeast Municipal Complex.

BACKGROUND/STAFF COMMENTS:

An inclusive playground was approved as part of the overall park master for the City's Southeast Municipal Complex. The desire to create a place where people of all disabilities have a place to laugh and play with their friends and family is essential. Since October 2019, the Parks Department has worked with community partners and chosen citizens to assist with the overall design and theme and to think through various aspects of this new type of community facility. An important piece when designing the playground was the theme and how the theme could truly have a connection or special meaning to the community now and to future generations in Franklin; the same as Tinkerbelle Playground at Pinkerton Park did over twenty years ago.

The members for this community committee were citizens and community leaders who either had or has family members, professionals who works with whom they call "friends" in the field of special needs or visioning organizations who will assist with future fundraising efforts. The committee is comprised of the following citizens: Amy Baggett; Brandy Blanton; Doug Sharp; Gail Powell; Hamilton Bowman; Kathie Moore; Lynn Maddox; Mark Hilty; Milissa Reiersen; Mindy Tate; Paula Harris; Shahad Abdulrahman; Tammy Bocclair; Tom Curl; and Torrey Barnhill.

The Inclusive Playground Committee met on multiple occasions prior to and during COVID outbreak through zoom meetings and recommends to the Board of Mayor and Alderman in conjunction with the Parks Department the naming of Franklin's first inclusive playground as "Ellie G's Dream World." Elliott Grace Castro, "Ellie G.," was born with a very rare genetic disorder related to dwarfism known as rhizomelic chondrodysplasia punctata (RCDP); and Ellie G. was an integral part of the Franklin community, supported and beloved by many community members for her infectious smile and sweet giggle.

FINANCIAL IMPACT:

There is no financial impact requested at this time. The total cost of the playground is estimated at one-million dollars (\$1,000,000.00). The City will look to the community for fundraising and potential grants for the inclusive playground construction. The assignment of the name to the overall area will

not preclude other sponsorships or donors which may include names to be displayed on features within the inclusive playground area such as play equipment, benches, signage and other amenities.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-185.

Ellie G's Dream World

Southeast Municipal Complex

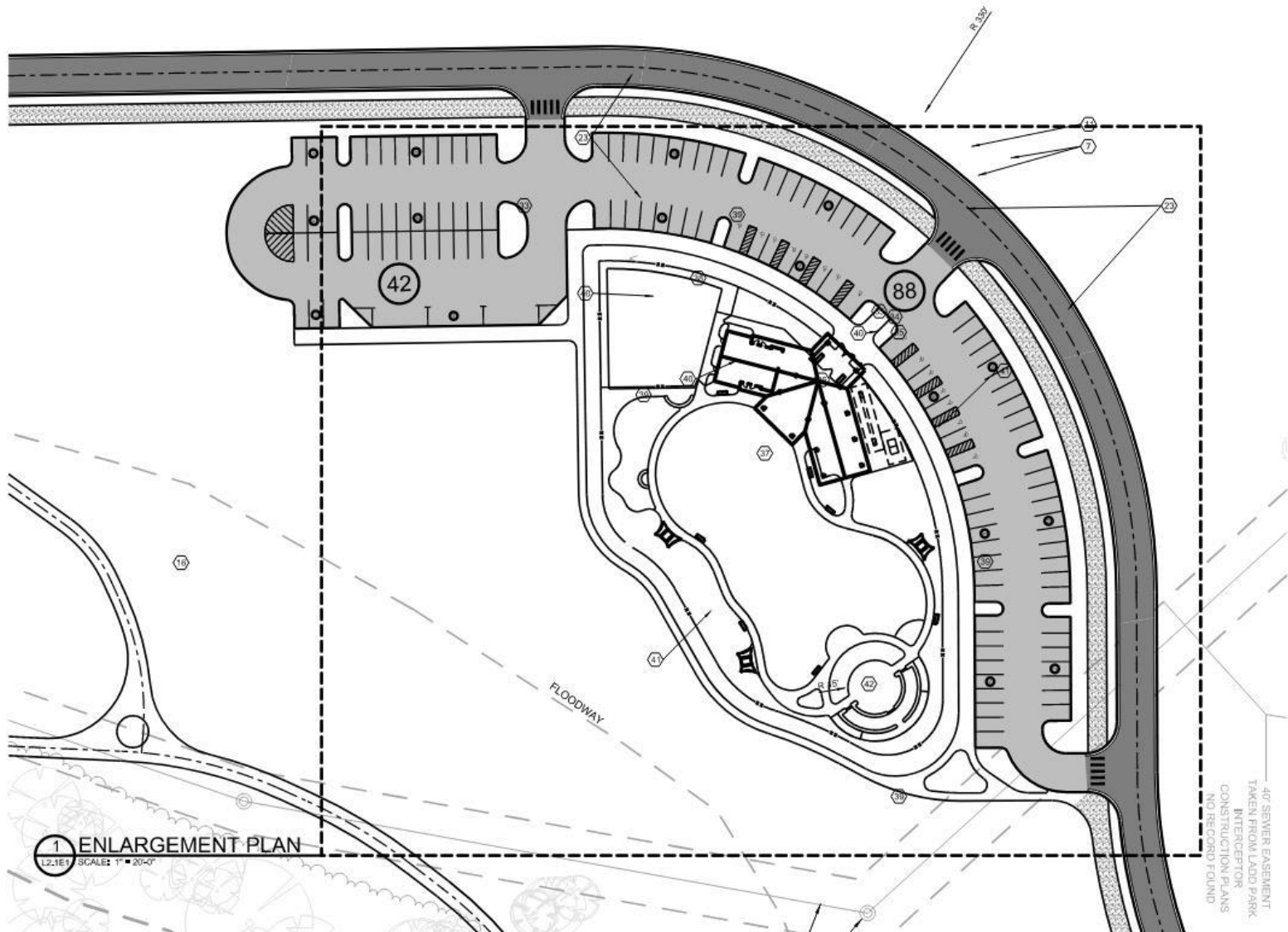


BARGE
DESIGN SOLUTIONS™

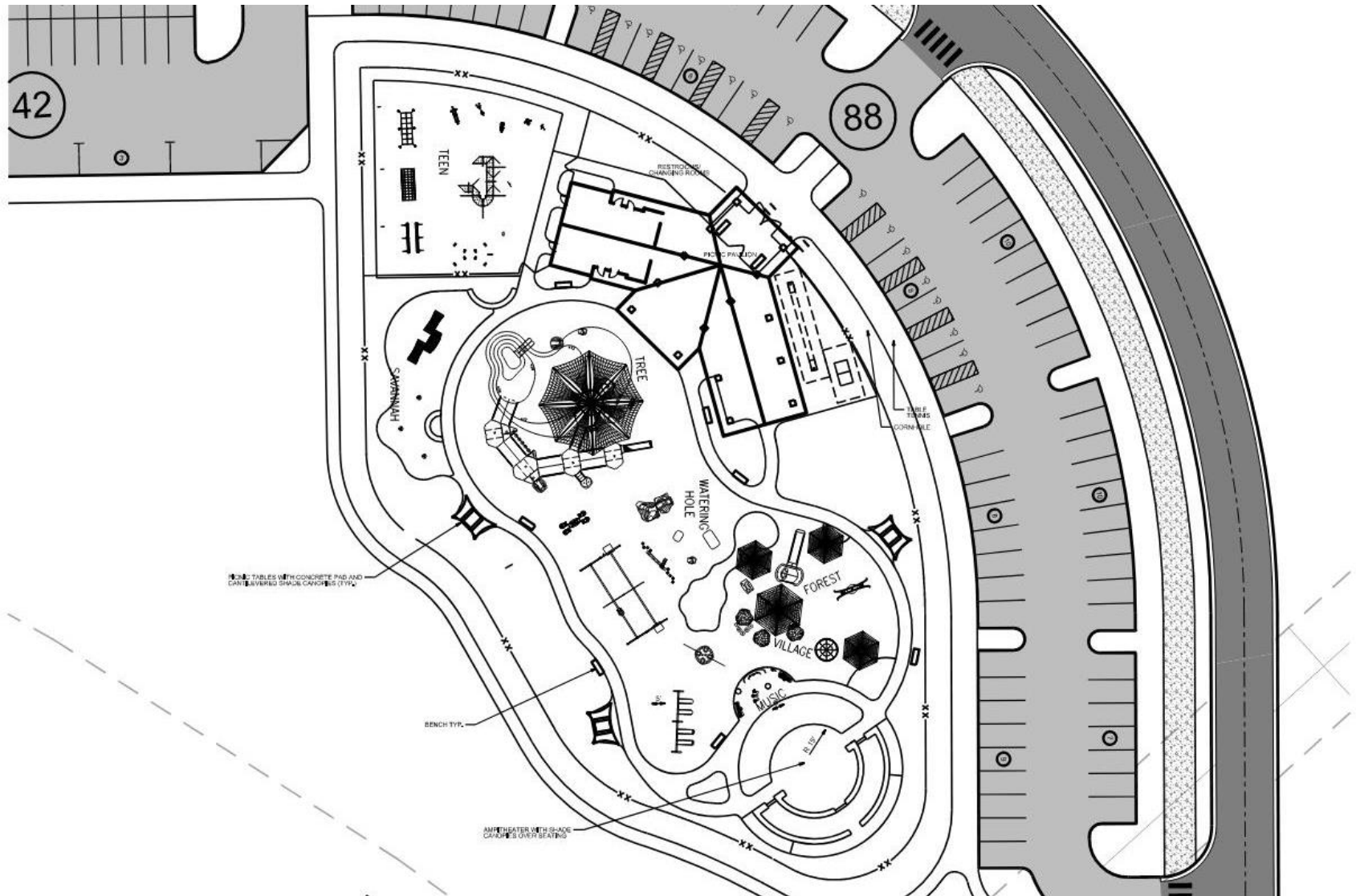
Recreational
concepts

**landscapes
structures®**
Page 9 of 49

City of Franklin | Southeast Municipal Complex – Ellie G's Dream World



Enlarged Playground Layout





Draft Rendering



Draft Rendering

landscape
structures®

Ellie G's Dream World

1141347-01-03-02 • 09.21.2020

City of Franklin | Southeast Municipal Complex – Ellie
G's Dream World

©2020 Landscape Structures
Page 13 of 491



Draft Rendering

landscape
structures

Ellie G's Dream World

1141347-01-03-03 • 09.21.2020

City of Franklin | Southeast Municipal Complex – Ellie
G's Dream World

©2020 Landscape Structures
Page 14 of 491

RESOLUTION 2020-185

**RESOLUTION TO ASSIGN NAMING RIGHTS TO THE INCLUSIVE PLAYGROUND AT THE
SOUTHEAST MUNICIPAL COMPLEX**

WHEREAS, the Parks Department has worked with community partners to develop a name for the Inclusive Playground area inside the Southeast Municipal Complex; and

WHEREAS, after consideration the Parks Department desires to name the Inclusive Playground area “Ellie G’s Dream World”; and

WHEREAS, Elliott Grace Castro, “Ellie G.,” was born with a very rare genetic disorder related to dwarfism known as rhizomelic chondrodysplasia punctata (RCDP); and

WHEREAS, Ellie G. was an integral part of the Franklin community, supported and beloved by many community members for her infectious smile and sweet giggle; and

WHEREAS, the Parks Department desires to create the Inclusive Playground for people of all abilities to have a place to laugh and play with their families.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

1. The Inclusive Playground area at the Southeast Municipal Complex shall be named “Ellie G’s Dream World.”
2. The assignment of the name to the overall area will not preclude other sponsorships or donors which may include names to be displayed on features within the inclusive playground area such as play equipment, benches, signage, and other amenities.
3. The Parks Director, or designee, shall work with sponsors or donors to make naming rights determinations to be presented to the Board of Mayor and Aldermen as sponsorships are created.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher
Staff Attorney



File #: 20-01145

DATE: September 25, 2020
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

*Consideration Of Ordinance 2020-21, An Ordinance To Amend The Franklin Zoning Ordinance And Zoning Map As Part Of An Annual Review And Cleanup Following The Major Update Of 2019.
FMPC 9/24/20, 9-0

PURPOSE:

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) concerning an Ordinance to amend the Franklin Zoning Ordinance and Zoning Map as part of an annual review and cleanup from the 2019 major update.

BACKGROUND/STAFF COMMENTS:

At the September 24 FMPC meeting, the FMPC voted to recommend approval of the Ordinance and amended the date in every instance from December 28 to December 8. The new date will coincide with the expected 3rd and Final Reading date by the BOMA.

The 2019 Franklin Zoning Ordinance was adopted in December 2019. Since then, the staff has tracked corrections, clarifications, and refinements and they are reflected in this ordinance.

Substantive updates include the following:

- A. Allowing additional flexibility for frontage requirements for proposed changes to existing buildings;
- B. Modifying the urban landscape frontage into a landscape frontage and allowing parking to the sides of buildings to allow for additional flexibility for commercial properties;
- C. Creating a large-scale office building type with standards crafted toward Class A corporate office space while maintaining high quality architectural standards; and
- D. Moving the driveway and parking pad requirements from the Municipal Code to the Zoning Ordinance for user ease of use.

Other updates include expanding the home occupation uses to include allowing the use in an accessory dwelling, expanding the permitted uses to include swimming lessons and certain pet businesses, and other minor changes.

FINANCIAL IMPACT:

There is no direct financial impact on the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-21.

ORDINANCE 2020-21

AN ORDINANCE TO AMEND THE FRANKLIN ZONING ORDINANCE AND ZONING MAP AS PART OF AN ANNUAL REVIEW AND CLEANUP FOLLOWING THE MAJOR UPDATE OF 2019.

WHEREAS, *Envision Franklin*, the City's long-range plan that guides growth and development in the City, was adopted by the Franklin Municipal Planning Commission in January 2017; and

WHEREAS, following the adoption of *Envision Franklin*, the City staff and Town Planning and Urban Design Collaborative LLC (TPUDC) worked to make significant updates to the Zoning Ordinance and Zoning Map to more closely align with *Envision Franklin*; and

WHEREAS, the City mailed notifications to every property owner, hosted numerous meetings and opportunities for outreach and feedback, posted notice in the newspaper and on social media, and posted information on the project website; and

WHEREAS, the Board of Mayor and Aldermen adopted the new Zoning Ordinance at Third and Final reading on December 10, 2019 and it became effective on December 31, 2019;

WHEREAS, following the adoption of the comprehensive update, the staff has tracked corrections, clarifications, refinements, and topical updates, which are part of this text and zoning map amendment, which is in the best interest of the public health, safety, and welfare of the citizens of Franklin, Tennessee; and

WHEREAS, on September 24, 2020, an amendment was made by the Franklin Municipal Planning Commission to revise the date in Ordinance 2020-21 in every instance from December 28 to December 8, which will coincide with the anticipated effective date on 3rd and Final Reading.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That Chapter 1, Introductory Provisions, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

1.2.1 Pending Applications

All applications submitted on or after December **8, 2020** ~~30, 2019~~ shall comply with this Ordinance, **including** Any applications that is submitted for the February **25, 2021** ~~27, 2020~~ FMPC or administrative agenda shall comply with this Ordinance.

...

SECTION II. That Chapter 2, Nonconformities, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

2.3.4. Reconstruction of a New Structure

~~A-~~ An existing **nonconforming** structure ~~for a nonconforming use~~, other than **for a** multifamily residential **or manufactured home park use**, may be torn down and a new structure ~~of the same building type or of~~ a building type permitted in the applicable zoning district may be reconstructed...

...

2.3.5 Multifamily Residential

~~B-~~ New structures for a nonconforming multifamily residential use may...

...

2.3.6 Manufactured Home Parks

Within a legally established manufactured home park, an existing manufactured home or mobile home (both definitions found at T.C.A. 68-126-202) may be replaced by another manufactured home on a one-per-one basis, pursuant to T.C.A 68-126-403.

...

SECTION III. That Chapter 3, Zoning Districts, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

3.2.5 (AG) Encroachments

Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet ~~from the lot line~~

...

3.3.2.B (ER) Accessory uses and structures, **other than agricultural structures**, shall comply with Section 5.2, Accessory Uses and Structures.

...

3.3.5 (ER) Dimensional Standards

Encroachments	Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line
Accessory Structure (Building Height)	Shall not exceed the height of the principal building, except for agricultural structures

...

3.4.5 (R1) Dimensional Standards

Encroachments	Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line
---------------	--

...

~~3.9.4.B (MR) Urban Landscape Frontage~~

...

3.9.6 (MR) Dimensional Standards for Houses and Multiplexes

Lot Size	4,950 4,000 square feet
Lot Width	45 40 feet
Lot Standards for Frontage-Facing Attached or Detached Garage in the Rear Yard	...
Lot Standards for Frontage-Facing Attached Garage Not in the Rear Yard	...

...

3.10.4.G (PD) **Large-Scale Office Building**

~~3.10.5.B (PD) Urban Landscape Frontage~~

...

3.11.5 (OR) Dimensional Standards

Front Yard	10 feet or no closer than the closest immediately adjacent building, whichever is larger
Fences and Walls	...rear lot lines contiguous to abutting a lot containing...

~~3.12.4.C (CI) Urban Landscape Frontage~~

...

3.12.5 (CI) Dimensional Standards

Principal Building Setbacks	Minimum
Side Yard	10 25 feet

...

3.13.3.A (NC) Commercial/Mixed-Use Building ~~(for nonresidential uses only)~~

~~3.13.4.A (NC) Urban Landscape Frontage~~

...

3.13.5 (NC) Dimensional Standards

Principal Building Setbacks	Minimum
Front Yard	10 feet to 40 45 feet

...

~~3.14.4.B (CC) Urban Landscape Frontage~~

...

~~3.15.4.B (DD) Urban Landscape Frontage~~

...

3.16.5.E (1ST) Commercial/Mixed-Use Building ~~(for nonresidential uses only)~~

~~3.16.6.B (1ST) Urban Landscape Frontage~~

...

~~3.17.4.A (5TH) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.17.5.A (5TH) Urban Landscape Frontage~~

...

3.18.3.B (RC6) Large-Scale Office Building

~~3.18.4.A (RC6) Urban Landscape Frontage~~

3.18.4.C (RC6) Parking Frontage (Fronting Murfreesboro Road between South Royal Oaks Boulevard and Carothers Parkway only)

...

3.19.3.B. (RC12) Large-Scale Office Building

~~3.19.4.A (RC12) Urban Landscape Frontage~~

...

~~3.20.3.E (GO) Commercial/Mixed-Use Building (for nonresidential uses only)~~

3.20.3.F (GO) Large-Scale Office Building

~~3.20.4.B (GO) Urban Landscape Frontage~~

...

~~3.21.3.A (LI) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.21.4.A (LI) Yard Frontage~~ **Landscape Frontage**

...

~~3.22.3.A (HI) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.22.4.A (HI) Yard Frontage~~ **Landscape Frontage**

...

The Zoning Ordinance is hereby amended in each zoning district in Chapter 3 that regulates minor accessory structures to add a maximum building height for minor accessory structures of one story.

...

The Zoning Ordinance is hereby amended to revise the row below for each applicable zoning district throughout Chapter 3, Zoning Districts:

Rear Yard Abutting an Alley	See building type for attached garage setbacks
------------------------------------	---

...

SECTION IV. That Chapter 4, Overlay Zoning Districts, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

4.3.4.B (FFO) Walls and open fencing, such as horse board fencing, wrought iron/aluminum fencing, flat gate systems, or wire fencing in the AG district, all subject to NFIP requirements;

...

4.5.2 (HPO) Conflicting Provisions

Where the Historic District Design Guidelines ~~or a certificate of appropriateness~~ and any requirement of this Ordinance conflict, the Historic District Design Guidelines ~~or certificate of appropriateness~~ shall take precedence. **The resulting certificate of appropriateness shall be eligible for site plan, building permit, or sign permit approval, as applicable.**

...

4.7.4.D. Frontage Types

~~The following frontage type are the only permitted frontage types:~~

- ~~1. Urban Landscape frontage~~
- ~~2. Urban Frontage~~

The urban frontage is the only permitted frontage type.

...

4.9.2 (SCO) Applicability

A. In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, **the standard in this Section shall apply.** ~~the more restrictive standards shall apply.~~

B. Existing residential lots that are 2.25 acres or less are exempt from this Section.

...

4.9.4 Scenic Corridor Setbacks

Old Charlotte Pike	North of New Highway 96 West	East of Del Rio Pike West of Mack Hatcher Parkway	150 feet
Roy F Alley Court	East of Mack Hatcher Parkway	West of Carlisle Lane	150 feet
Carlisle Lane	East of Roy F Alley Court	West of Del Rio Pike	150 feet

...

4.9.5 Conflicting Provisions

~~In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, the more restrictive standards shall apply.~~

...

The Zoning Ordinance is hereby amended for Table 4.9.8, Fences and Walls, to remove picket from Note 1 and add it to the table as a row for picket fence, with a maximum height of 3 feet and wood material, and rename Four-board horse fence to Four- or More Board Horse Fence.

...

SECTION V. That Chapter 5, Use Regulations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District, for Educational Facilities to be Permitted in PD, CI, NC, CC, DD, 1ST, 5TH, RC6, RC12, GO, and LI districts.

...

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District, for Wholesale Sales to be Permitted in the LI and HI districts.

...

5.1.4.L.1.b ~~Pasture~~ **Farm** animals...

...

5.2.4 Minor Accessory Structures

Minor accessory structures, such as storage or potting sheds, workshops, or greenhouses, shall:

A. Comply with Subsection 5.2.2, Accessory Uses, ~~and Subsection 5.2.3, Accessory Structures;~~

B. Comply with the maximum number, setback, and height requirements in the applicable zoning district;

C. ~~Not exceed~~ Have a building footprint of ~~120~~ less than 200 square feet; and

D. ~~Not be within~~ platted or recorded easements or over underground utilities;

E. ~~Not be constructed prior to the time the principal building is constructed~~ (except for community gardens and agricultural uses).

...

The Zoning Ordinance is hereby amended for Table 5.2.6, Permitted Accessory Uses and Structures by Zoning District, for the following:

1. Retail Sales of Goods (As Part of A Warehousing Use) to be Permitted with Additional Use Regulations in the LI and HI districts.

2. Swimming Pools to be Permitted with Additional Use Regulations in the AG, ER, R1, R2, R3, R4, R6, MR, PD, and OR districts.

3. Accessory Structures Serving a Dwelling to be Permitted with Additional Use Regulations to the AG, ER, R1, R2, R3, R4, R6, MR, PD, OR, CI, CC, DD, 1ST, RC6, and RC12 districts, and for carports, detached garages, and sheds to be removed from the Table.

...

5.2.7.B Accessory Structures Serving Dwellings

An accessory structure serving a dwelling shall comply with the following:

1. Accessory structures of 200 square feet or greater shall comply with the principal building type standards for materials, material changes, roof elements, and colors. Accessory structures of less than 200 square feet are subject to Subsection 5.2.4, Minor Accessory Structures.
2. Any parking space within an accessory structure shall be at least ten feet by 20 feet of clear space per vehicle space.
3. Garages or carports in rear yards abutting an alley shall comply with the alley-loading garage standards of the applicable building type.
4. The accessory structure footprint shall not exceed 50 percent of the building footprint of the principal building.

...

5.2.7.E Carports

~~1. Carports, whether attached or detached, shall comply with the principal building type standards for materials, material changes, and colors.~~

- ~~2. Carports, whether attached or detached, shall comply with the accessory structure setback in the applicable zoning district.~~
- ~~3. The parking area dimensions shall be at least 10 feet by 20 feet of clear space per vehicle parking space.~~
- ~~4. The footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.F. Detached Garages

- ~~1. Detached garages shall comply with the principal building type standards for garage interior dimensions, materials, material changes, and colors.~~
- ~~2. Detached garages shall comply with the accessory structure setbacks in the applicable zoning district; however, if the lot abuts an alley, the detached garage shall instead comply with the alley loading garage standards of the building type.~~
- ~~3. The building footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.P Sheds

- ~~1. Sheds with a building footprint larger than 120 square feet shall comply with the principal building type standards for materials, material changes, roof elements, and colors.~~
- ~~2. The building footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.H Home Occupations

1. The following home occupations are permitted:

- ~~a. Accountant;~~
- ~~b. Architect;~~
- ~~c. Artist;~~
- ~~d. Attorney;~~
- ~~e. Author;~~
- f. Artistic and creative professions, such as artist, author, baker, caterer, event planner, graphic designer, interior designer, recording artist, sewist, songwriter, tailor, or like profession, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
- ~~g. Catering;~~
- ~~h. Contractor (office only);~~
- i. Counseling services that do not provide instruction or counseling services to more than two pupils or clients at a time; however, this shall not preclude a family counseling session, provided that all other provisions of Paragraph 5.2.7.H are followed;
- ~~j. Data entry;~~
- k. Engineer;
- ~~l. Insurance agent;~~
- ~~m. Manufacturer's representative;~~
- n. Office for a mobile service provider, **such as dog grooming, auto detailing or maintenance, courier service, mobile food vendor, or office for like mobile service, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
- o. Planner
- p. Pet sitting that provides at-home services or overnight boarding to no more than two pets at a time and keeps pets mostly indoors;**

- q. **Pet grooming that provides services to no more than one pet at a time;**
- r. **Professional Consulting**—services, such as **accountant, architect, attorney, designer, contractor (office only), data entry clerk, engineer, planner, draftsman, graphic artist, Information Technology consultant, management or financial consultant, real estate agent, insurance agent,** or like profession, **where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
- s. **Salespersons, sales agents, and sales representatives** ~~Office for direct sales~~ provided that customer contact is via phone/internet or off-site;
- t. Small-scale child care...
- u. ~~Songwriter~~
- v. **Swim lessons that provide instruction to no more than two students at a time or the total number of students from a single family at a time, whichever is greater. Swim lessons on lots of one acre or more may have group lessons with up to five students; and**
- w. **Tutoring and instructional services that provide instruction to no more than two pupils at a time; and**
- x. ~~Traveling salesperson.~~

2. Personal services **other than as permitted by Clause 5.2.7.H.1 above** and retail sales from on-site inventory are prohibited as a home occupations;

3. Home occupations shall:

- a. Be located entirely within the principal building and not exceed 25 percent of the total floor area of the principal building; **, or as an alternative, be located entirely within an accessory building. Swim lessons and small-scale child care home occupations may have outdoor activities that take place in side or rear yards only;**...

...

5.2.7.J.b ...**retail** storefront...

...

5.2.7.M Swimming Pools

Outdoor swimming pools on residential lots shall be located at least ten feet behind the front façade and at least five feet from any lot line. Swimming pools shall not be located within easements.

...

5.2.7.T Storage/Parking of ~~Major~~ Recreational Equipment

1. Storage/parking of ~~major~~ recreational equipment in the RC6 and RC12 districts shall be limited to approved self storage facilities. ~~2. Major recreational equipment~~ and shall comply with Subsection 13.3.6, Outdoor Storage Areas.
2. **Storage/parking of recreational equipment in the AG, ER, R1, and R2 districts shall:**
 - a. **Be limited to storage/parking at least ten feet behind the front façade of the principal building and at least ten feet from any lot line and screened by an opaque fence, wall, or landscaping with a height of at least six feet; and**
 - b. **Be located on an approved parking pad limited to the locations described above.**

The Zoning Ordinance is hereby amended to change the name Major Recreational Equipment to Recreational Equipment throughout.

...

5.3.5.G.5 Seasonal Agricultural Sales...Not include processed or prepared food products, **other than ancillary sales of home processed food products such as jams, jellies, pickles, sauces, baked goods, or homemade handicrafts;**

...

The Zoning Ordinance is hereby amended for Subsection 5.3.4, Permitted Temporary Uses and Structures by Zoning District, to add the temporary use of carnivals as permitted with additional use regulations in the RC6 and RC12 districts.

...

5.3.5.C Carnival

Carnivals shall comply with the following:

1. The period of operation shall not exceed seven consecutive days, and no more than six events per year on the same property. There shall be a minimum of 14 consecutive days between events. Events exceeding these limitations shall be considered the commercial recreation use type as a principal use.
2. Adequate parking spaces must be provided for the intended maximum occupancy.

...

5.3.5.C.1.b (Event Tents) Be limited to a maximum of ~~30~~ **45** days per occurrence and a maximum of three occurrences per year;

...

SECTION VI. That Chapter 6, Building Types, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

6.2 Overview of Building Types ~~by Zoning District~~

Building Type Description	Permitted Districts Where Permitted
Large-Scale Office Building: A large-scale, multi-story office building with a building footprint of over 20,000 square feet.	PD RC6 RC12 GO

...

6.5 Multiplex

Parking/Garage Location	Shall be located to the rear of the building
--------------------------------	--

...

6.6. Townhouse

Façade Variety	Building details, materials, windows, doors, and trim shall reflect a complementary architectural style, but the front façade of each dwelling unit shall be an individual facade, different from adjacent dwelling unit facades and any facade on the same building. Individual facades shall vary from adjoining dwelling units in at least two of the following ways:...
----------------	--

	... As an alternative to the requirement above, a A townhouse building with up to 4 6 units may be exempt from varying each unit above when it complies with the following: a townhouse building may have substantially similar front facades for each unit if may be designed as a single cohesive front façade when each individual dwelling unit facade complies with all possible listed façade standards for each unit and the primary material is brick For development projects that include more than one buildings, a variety of front façade elevations shall be provided, proof of which shall be submitted with a site plan. Tthere shall be are no other substantially similar townhouse buildings facades within view of the townhouse building ...
Primary Materials on a Façade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Primary Materials on an Individual Dwelling Unit Facade	Maximum of one of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Primary Materials on an Entire Building Facade	Maximum of two
Parking/Garage Location	Shall be located to the rear of the building and serviced by an alley or drive aisle

...

6.7 Multifamily

Entrances	Entrances shall be pProminently located on front façade and highly visible Facades along a street or internal drive shall have individual entrances to all publicly-accessed ground floor uses and all ground floor dwelling units, but the DRT may approve an alternative due to topography or environmental constraints Also see vertical articulation requirements
Glazing	Minimum 15 20% on facades facing frontages
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This does not preclude glass treatments as required by the Energy Code or LEED certification

Façade Variety	A building façade shall not be within view of another same building façade. Each building facades shall appear as a distinct building facade, and shall be distinguished by variation in all the following elements: ...
Facade Articulation	A façade greater than 160 feet in width shall be differentiated so that it appears to be comprised of two or more distinct , adjacent buildings...
Foundations, Porches, and Stoops	
Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep
Parking/Garages Location	If any, shall be located to the rear of the building and accessed by an alley or drive aisle

...

6.8 Commercial/Mixed-Use Building

Window Orientation and Arrangement	Vertically proportioned and vertically aligned
Window Arrangement	Upper floor windows shall be aligned with those of ground floor
Glazing on Retail Storefronts	50 and 85 percent of the ground floor, measured between two feet and ten feet from the ground ...
Front Facades Other Than Retail Storefronts	20 to 65 percent on each floor
Glazing on All Other Facades Facing a Frontage	
Glazing for Buildings Over 6 Stories	May exceed the maximum glazing above and may have tinted glass, reflective glass, and other glass treatments and may be the primary building material on a facade
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This is not intended to preclude glass treatments as required by the Energy Code or LEED certification or the limited use of spandrel glass used to cover structural elements
Horizontal Articulation	Buildings shall have a base, middle, and cap, which are scaled relative to the height of the building
Building Elements	
Retail Storefronts	...
Front Facades Other Than Retail Storefronts Officefronts	Any officefront Front facades other than retail storefronts shall be articulated with architectural elements and pedestrian weather protection

...

6.9 Large-Scale Office Building

A large-scale, multi-story building solely for office use, with a building footprint of over 20,000 square feet.

Permitted Districts	PD RC6 RC12 GO
Building Orientation and Entry	
Main Entrance	Prominently located on the front façade and highly visible, with pedestrian scale articulation and weather protection
Façade Location	The front façade shall face the public street, private street, or internal drive, in that priority order
Windows	
Window Orientation	Vertically proportioned
Window Openings	Shall be punched and recessed a minimum of three inches from the façade
Glazing	20 to 65 percent on each floor, but buildings over 6 stories may exceed the maximum glazing and have glass as the primary material
Facade Standards	
Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width
Vertical Articulation	Facades shall be differentiated by dividing into 20- to 200-foot segments, each differing from adjacent segments with respect to all of the following: A. A change in shape, sill and header height, detail, size, spacing, rhythm, and muntin pattern of windows B. A change of building height C. A change in base and cap details D. A change of wall material or wall color E. A change in trim courses and other horizontal elements F. Providing or changing pilasters, columns, or other vertical elements
Horizontal Articulation	Buildings shall have a base, middle, and cap, which are scaled relative to the height of the building
Façade Width	Maximum 600 feet
Roof Elements	
Rooftop Mechanical Equipment	See Subsection 13.3.2, Rooftop Mechanical Equipment
Green Roofs	May be used to achieve stormwater and LSA requirements
Materials	

Primary Materials on a Façade	Up to three of the following: brick, natural stone, or cultured stone
Accent Materials (Up to 25 Percent of Net Façade)	Architectural metal, scored precast concrete, or any primary material not used as a primary material on the building
Prohibited Materials	Corrugated metal, EIFS, smooth-faced or split-faced concrete block, vinyl cladding, and similar façade finishes
Colors	Up to three colors, including material colors, but excluding trim colors
Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4., HHO District, or Section 17.1, Steep Slopes, if applicable
Transitional Features	
Requirements	See Chapter 8, Transitional Features

...

6.10 Large-Scale Retail Building

Permitted Districts	PD RC6 RC12 and further limited within these districts to the following locations: East of Mallory Lane and north of McEwen Drive and west of I-65; or East of I-65 and south of Goose Creek Bypass.
Building Footprint	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass
Building Height	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This is not intended to preclude glass treatments as required by the Energy Code or LEED certification
Retail Storefronts	Retail storefronts...
Additional Parking	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass

...

6.10 Civic Building

Façade Standards	
Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width

...

The Zoning Ordinance is hereby amended to remove all references to a parking pad dimensional requirement from the Building Types Chapter:

Alley-Loading Garages	
Parking Pad	If any, minimum 10 feet by 22 feet

...

The Franklin Zoning Ordinance is hereby amended to replace any Façade Design Proportions row below throughout Chapter 6, Building Types with new text as shown below.

Façade Design Proportions	Proportions shall be based on approximate ratio of the golden mean (1.618:1) Facades shall be vertically proportioned
---------------------------	--

...

SECTION VII. That Chapter 7, Frontage Types, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

7.1 General Provisions

7.1.1 Applicability

A. This Chapter shall apply to all development, but the following shall address legally established buildings in existence on December 8, 2020:

- 1. When a building expansion is 50 percent or less than the building's square footage as of December 8, 2020 and the frontage does not comply with this Chapter, then any site alterations shall not bring the existing frontage more out of compliance with this Chapter. Building expansions shall be counted cumulatively from December 8, 2020;**
- 2. When a building expansion exceeds 50 percent of the building's existing square footage, then the frontage shall comply with this Chapter; and**
- 3. When a building is torn down and a new building is constructed, then the frontage shall comply with this Chapter.**

7.1.2 Frontage Description

- A. The frontage is the area between the building façade and the front lot line along a street or internal drive, as applicable. It includes the full length of the lot as if the building façade line were extended to the side lot lines.**
- B. If there is no building, the frontage is the area between the front yard setback line and the front lot line along a street or internal drive, as applicable.**
- C. Corner lots and double frontage lots have two frontages.**

- D. ~~A The frontage is the area between (a) the façade line of the principal building, extended to the side lot line or building site line (or if there is no building, the front setback line) and (b) the curb (or if there is no curb, the edge) of the vehicular lanes of a public or private street or an internal drive, a pedestrian walkway, or an open space. Corner or through lots or building sites have two frontages~~
- E. Frontage types specify the treatment of the frontage...

7.1.3 Lot and Building Site Frontage

A. Every lot ~~or building site~~ shall have a frontage on a public street, private street, or internal drive, in that priority order, except that:

1. Residential lots shall front only a public street...
2. An internal drive may be an alternative...

~~B. A lot with proposed development of two or more principal buildings shall provide building sites that designate the frontage type and location on a public street, private street, or internal drive, as applicable.~~

B. New lots on the perimeter of a proposed development, where adjacent to an existing street, shall be oriented so that the front facades of buildings face the existing street, but the DRT may approve an alternative:

- 1. Due to topography or other environmental constraints; or**
- 2. If the new lot is along Mack Hatcher Parkway or I-65 and not along or within any SCO corridor. See Subsection 12.7.3, Buffers along I-65 and Mack Hatcher Parkway, for additional requirements.**

C. New residential lots may have a side lot line that fronts an existing collector street or higher classification when the lot:

- 1. Fronts a local street by the entrance to the subdivision; or**
- 2. Is designed around a close.**

D. New single-family residential lots shall not be configured or arranged so as to result in a flag lot or a double frontage lot.

7.1.4 Exceptions

The following exceptions are permitted to Subsection 7.1.3, Lot and Building Site Frontage:

~~A. A residential lot may have a side lot line that fronts an existing collector street or higher classification when the lot:~~

- ~~1. Fronts a local street by the entrance to the subdivision; or~~
- ~~2. Is designed around a close.~~

~~B. New lots may be oriented so that the rear facades of buildings face I-65 or Mack Hatcher Parkway when outside of the SCO. See Subsection 12.7.3, Buffers along I-65 and Mack Hatcher Parkway, for additional requirements.~~

7.1.4 Building Site Frontage

Where two or more principal buildings are proposed on the same lot, building sites for each proposed building shall be identified that designate the frontage type and location in compliance with the intent of Subsection 7.1.3, Lot Frontage.

7.1.5 Parking Placement

- A. Parking placement shall comply with the frontage type requirements, but where parking is serving a principal use that does not have a principal building, parking shall be located behind the minimum front yard setback for the applicable district.
- B. Exceptions to this Section are made during times of emergencies due to acts of nature, residents moving into or out of the premises, occasional family celebrations, and routine maintenance on structures or landscaping.

...

7.2 Overview of Frontage Types

Frontage types are used to organize certain standards that define the character between a building and the street or internal drive. Zoning districts regulate the permitted frontage types. Each frontage shall comply with all standards and tables of the corresponding frontage type.

Frontage Type Description	Typical Permitted Building Types	Permitted Districts
Yard Frontage: Intended for residential areas with a moderate to deep setback where buildings have a landscaped yard is located between the sidewalk and the front façade . building and the street or internal drive . It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street	House Duplex Multiplex Townhouse Multifamily Civic Flex	AG ER R1 R2 R3 R4 R6 MR OR PD CI CC DD 1ST GO LI HI
Parking Frontage...	...	...
Urban Landscape Frontage: Intended for nonresidential and mixed-use areas with a shallow front setback to provide where buildings have a landscaped area between the sidewalk and the front façade. Parking is located behind or to the side of the building and screened from the street or internal drive by landscaping, unless it is parallel parking , typically accessed by a stoop or terrace. Parking shall be located behind the building, unless it is parallel parking	House Duplex Multiplex Townhouse Multifamily Commercial/Mixed- Use Large-Scale Office Large-Scale Retail Civic Building Flex Building	MR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Urban Frontage: Intended for nonresidential, mixed-use, and certain residential areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk . Parking is shall be located behind the building, unless it is parallel parking	Townhouse Multifamily Commercial/Mixed-Use Large-Scale Office Large-Scale Retail Civic Building	...

...

7.3 Yard Frontage

Description	Yard Frontage: Intended for residential areas with a moderate to deep setback where buildings have a landscaped yard is located between the sidewalk and the front façade. building and the street or internal drive. It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street
Permitted Districts	AG ER R1 R2 R3 R4 R6 MR OR PD CI CC DD 1ST-60 LLH
Permitted Building Types	House, duplex, multiplex, townhouse, multifamily, and civic buildings
Vehicular Access and Parking	
Parking Placement/ Driveways	No parking is permitted between the principal building and the street, except on an approved driveway or parking pad pursuant to Subsections 10.1.16, Parking Pads on Residential Lots, and 10.1.17, Driveways on Residential Lots the Municipal Code and/or the applicable building type Certain residential building types may further limit parking placement. Parking for any nonresidential uses shall be located to the rear of the principal building

...

7.4 Parking Frontage

Description	The limited parking frontage...
Typical Permitted Buildings Types	...

...

7.5 ~~Urban~~ Landscape Frontage

Description	The urban landscape frontage is intended for nonresidential, mixed-use, and certain residential areas with a shallow front setback to provide where buildings have a landscaped area between the sidewalk and the front façade. Parking is located behind or to the side of the building and screened from the street or internal drive by landscaping, unless it is parallel parking , typically accessed by a stoop or terrace. Parking shall be located behind the building, unless it is parallel parking
Permitted Districts	MR PD CI NC CC DD 1ST-5TH RC6 RC12 GO

Permitted Typical Building Types	House, duplex, multiplex, townhouse, multifamily, commercial/mixed-use, large-scale office, and large-scale retail, and civic buildings
Parking Placement	Parking shall be located behind the building, unless it is parallel parking along the street or internal drive On corner lots, surface parking areas may occupy up to 30 percent of the lot frontage on the secondary street and shall be no closer to the street than the building Parking shall be located behind or to the side of the principal building, but no closer to the street than the front façade, unless it is parallel parking Principal buildings shall anchor intersections and any side parking shall be located away from the intersection. Priority shall be given to the higher classification street On lots with frontages on three streets or more, the DRT may approve an alternate configuration

...

7.6 Urban Frontage

Description	The urban frontage is intended for nonresidential, mixed-use, and certain residential areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk
Permitted Districts	MR PD NC CC DD 1ST 5TH RC6 RC12
Typical Permitted-Buildings Types	Townhouse, Multifamily, commercial/mixed-use, large-scale office, and large-scale retail, and civic buildings

...

SECTION VIII. That Chapter 8, Transitional Features, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

8.1 Transitional Features Outside of the CFO, CAO1, CAO2, or CAO3

8.1.1. Applicability

A. This Section shall apply to development in:

~~1. The NC, RC6, RC12, GO, LI, and HI districts when a development site abuts an existing residential lot;~~
and

~~2. The PD and CC districts when located outside of the CFO when a development site abuts an existing residential lot.~~

~~B. When a residential lot is part of the same development, this Section shall not apply.~~

A. This Section shall apply to new development proposed outside of the CFO, CAO1, CAO2, or CAO3, in order to achieve design compatibility between new and existing development, where the existing development is established and expected to remain, pursuant to Envision Franklin.

B. When a residential lot is part of the same development, this Section shall not apply.

8.1.2 Transition Zones Abutting Residential Lots

A. Transition Zone Descriptions

The transition zones below shall be required along the edge of a:

1. A nonresidential, mixed-use, multifamily, or townhouse development site where it abuts an existing residential lot for a house, duplex, or multiplex; or

2. The transition zones below shall be required along the edge of a A townhouse development site where it abuts an existing residential lot for a house, duplex, or multiplex.

...

B. Transition Zone 1: Buffer

...

C. Transition Zone 2: Restricted Use

...

D. Transition Zone 3: Building and Form

...

8.1.3 Building Height at Major Intersections in RC12

At major intersections...

8.1.4 Perimeter Residential Development

A. Single-Family Residential Lots Lot Standards

New single-family residential lots on the perimeter of a proposed development, where adjacent to ~~abutting~~ existing lots in a recorded residential subdivision, shall be no less than 75 percent of the average lot size of the existing contiguous ~~abutting~~ lots.

B. Duplexes or Multiplexes

Duplexes or multiplexes, where permitted along the perimeter of the proposed development, ~~new duplexes or multiplexes~~ **that are** adjacent to single-family residential lots in a recorded subdivision shall have comparable building façade widths to the houses on the adjacent residential lots **and shall not exceed one story in height above any adjacent house.**

8.2 Transitional Features In the CFO, CAO1, CAO2, or CAO3

8.5.1 Applicability

~~This Section shall apply to development on residential lots in the CFO to achieve compatible infill in or adjacent to existing residential neighborhoods, while reinforcing the established character of the neighborhood and mitigating adverse impacts on adjacent buildings.~~

8.2.1. Applicability

A. This Section shall apply to new development proposed in the CFO, CAO1, CAO2, or CAO3, to achieve design compatibility between new and existing development, where the existing development is established and expected to remain, pursuant to Envision Franklin.

B. The standards in this Chapter may be used, all or in part, to achieve design compatibility between land uses, subdivisions, sites, lots, or structures, subject to the approval of the applicable review body,

with consideration given to Envision Franklin and the Historic District Design Guidelines, where applicable.

C. When a residential lot is part of the same development, this Section shall not apply.

8.2.2 Conflicting Provisions

A. In cases where the standards of this Section and other Chapters conflict, the more restrictive standard shall apply.

~~B. In cases where the standards of this Section and Section 8.1 Transition Areas Abutting Residential Lots, conflict, then this Section shall apply.~~

B. Within the HPO district, where Historic District Design Guidelines and this Chapter conflict, the Historic District Design Guidelines shall take precedence.

8.2.3 Building Setbacks

~~Outside of the R4, R6, MR, OR, CC, DD, 1ST, and 5TH districts,~~ **Where the existing development is established and expected to remain, pursuant to Envision Franklin,** the minimum front yard setback shall be the average setback of existing buildings on the same block face. No new building shall be located closer to the front lot line than the closest adjacent building.

8.2.4 Building Height, Scale, and Massing

A. Façade width and height...

B. At the edge of an underlying zoning district...

C. Nonresidential, and mixed-use, and multifamily development shall graduate the massing and scale of the new building through utilization of **using** the following methods:

1. Buildings setbacks...
2. Dividing buildings...
3. Sight lines...
4. Other techniques...

8.2.5 Building Character

A. Where a clearly established building character and scale exist that is expected to remain, **pursuant to Envision Franklin,** infill development shall blend with nearby buildings through use of:

1. Window and door openings...
2. Similarly sized and patterned architectural features...
3. Similar roof types, slopes or arrangements.

~~A. Proposed development shall blend with nearby buildings through use of similarly sized and patterned architectural features, such as windows, doors, awnings, arcades, pilasters, cornices, wall offsets, primary materials on a façade, roof forms, and other architectural elements.~~

B. Proposed residential development shall blend with existing buildings along the same block face through use of...

1. Dormers...
2. Massing...
3. Materials...
4. A one-story...
5. Garages...

8.2.6 Perimeter Residential Lots Development

~~8.6.1 Applicability~~

~~This Section shall apply to residential development.~~

8.5.3 Lot Standards

A. Single-Family Residential

New single-family residential lots on the perimeter of a proposed development, where ~~adjacent to~~ **abutting** existing lots in a recorded residential subdivision, shall be no less than 75 percent of the average lot size of the ~~existing contiguous~~ **abutting** lots.

B. Duplexes or Multiplexes

~~New d~~ Duplexes or multiplexes, where permitted along the perimeter of the proposed development, that ~~is~~ **are** adjacent to single-family residential lots in a recorded subdivision, shall have comparable building façade widths to the houses on the adjacent residential lots **and shall not exceed one story in height above any adjacent existing house.**

C. Multifamily

Proposed multifamily buildings located within 100 feet of **a single-family residential lot** ~~houses and duplexes~~ shall not exceed two stories.

...

SECTION IX. That Chapter 9, Streets and Circulation, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

9.4.3.C (Mews) **Additional site design standards are found in Section 11.7, Courtyard, and additional alley-loading garage standards are found in the applicable building type.**

...

9.5.2 Internal Connectivity

A. Development shall provide a ~~grid-street~~ **network** or internal drive ~~network pattern~~, wherever possible.

...

9.5.3.A ~~...If waived, the applicant shall provide bicycle and pedestrian connections between adjacent properties.~~

...

9.6.1.B.2 **Between each dwelling unit entrance in a multiplex or multifamily building and the nearest street or internal drive;**

...

9.6.2.B

Sidewalk Location	Minimum Width
In the DD, 1ST, or 5 TH Districts	12 feet, with at least 8 feet continuously unobstructed by street light tree pits, light poles, or similar features. A reduced width may be permitted due to existing obstructions

...

SECTION X. That Chapter 10, Parking and Transit, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

10.1.2.D When a restaurant adds outdoor dining, the first five tables or 20 seats, whichever is less, may be added without requiring additional parking spaces.

...

10.1.4.B ...landscape islands, **drive** aisles, driveways...

...

10.1.6 Minimum Parking...

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
Restaurants, Inside and Outside Seating	10 spaces per 1,000 square feet ² of gross floor area of the building and any outdoor seating area + 1 space per employee on largest shift	7.5 spaces per 1,000 square feet ² of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift
Restaurants, Drive-In/Drive-Through/Quick Service	0.52 spaces per seat (indoor and outdoor) ³ + 15 stacking spaces for first ordering station and + 5 additional stacking spaces for each additional ordering station ⁶	No reduction 0.52 spaces per seat (indoor and outdoor)³ + 15 stacking spaces for first ordering station and + 5 additional stacking spaces for each additional ordering station⁶
Notes: 4. Maximum occupant load is determined by the International Building Code. based on the maximum fire-rated capacity.		

...

10.1.13 Maximum Slope

Parking areas shall not exceed a slope of five percent. ~~Parking~~ **Drive** aisles...

...

10.1.14 ~~Dimensional Standards for~~ Standard Parking Spaces and **Drive** Aisles

A. Standard parking spaces and **drive** aisles...

...

The Zoning Ordinance is hereby amended to replace Aisle with Drive Aisle within the tables in Subsections 10.1.14 and 10.1.15.

...

~~10.1.14.E Where the end of a 90-degree standard parking space abuts a landscape island or a sidewalk of at least seven feet and allowing a bumper overhang, the minimum depth of the parking space may be reduced to 16 feet.~~

...

10.1.14.E When parking is associated with a residential lot, see Subsection 10.1.16, Parking Pads on Residential Lots

...

10.1.15 ~~Dimensional Standards for~~ Compact Parking Spaces and **Drive** Aisles

A. Compact parking spaces and **drive** aisles...

...

10.1.15.E. Compact parking spaces shall not be permitted for use as handicap-accessible spaces.

...

10.1.16 Parking Pads on Residential Lots

A. Parking pads on residential lots shall comply with the requirements below:

Parking Pads	Requirements
Parking Pad Placement	If any, a parking pad shall be adjacent to the driveway between the edge of driveway and the side or rear lot line, and shall not encroach into the sidewalk or the yard area located in front of the remaining part of the principal building
Parking Pad Accessed from a Street or Driveway	10 by 20 feet
Parking Pad Accessed from the Rear of the Lot Accessed by an Alley	10 by 22 feet
Parking Pad Setback	Shall be located a minimum of 5 feet from any abutting lot line
Easement Conditions	Shall not be located within a recorded utility or drainage easement
Additional Standards	See applicable building type and frontage type standards

B. Parking pads on residential lots that were installed prior to March 1, 2007 or that were identified on a building plat and approved by the Building and Neighborhood Services Department in conjunction with the issuance of a building permit may continue. When a parking pad covers more than 40 percent of the front yard and a change in size, location, or material is contemplated, the parking pad shall comply with this Ordinance.

...

10.1.17 Driveways on Residential Lots

A. Driveways on residential lots shall comply with the requirements below:

Driveways	Requirements
Driveway Placement	If any, a driveway shall be located primarily in front of the garage or to the side of the principal building and shall not encroach into the yard area located in front of the remaining part of the principal building As alternatives to the requirements above: A. A circular driveway may be permitted when the lot size is greater than 30,000 square feet B. Secondary accesses may be approved, subject to the Transportation and Street Technical Standards

Driveway Dimensions	A minimum width of 10 feet, unless it is a ribbon driveway, but no wider than the width of the garage Where no garage exists or where the garage is less than 20 feet wide, the maximum width shall be 20 feet and configured to meet the width of the driveway apron at the lot line
Driveway Apron	Shall comply with the Transportation and Street Technical Standards
Driveway Setback	Shall be located a minimum of 5 feet from any abutting lot line, unless it is a shared driveway
Easement Conditions	Shall not be located within a recorded utility or drainage easement
Additional Standards	See applicable building type and frontage type standards

B. Driveways on residential lots that were installed prior to March 1, 2007 or that were identified on a building plat and approved by the Building and Neighborhood Services Department in conjunction with the issuance of a building permit may continue. When a driveway covers more than 40 percent of the front yard and a change in size, location, or material is contemplated, the driveway shall comply with this Ordinance.

...

10.1.21.C.2 ...into the required **drive** aisle of a parking area.

SECTION XI. That Chapter 11, Open Space, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

11.2 Overview of Open Space Types ~~Permitted by Zoning District~~

...

The Zoning Ordinance is hereby amended for Table 11.2, Overview of Open Space Types, to add CI to Neighborhood Amenities, Courtyard, Square or Green, Outdoor Dining Area, and Plaza, and to add CI under Permitted Districts in Section 11.5, Neighborhood Amenities, Section 11.7, Courtyard, Section 11.8, Square or Green, Section 11.9, Outdoor Dining Area, and Section 11.10, Plaza.

...

11.6 Pocket Park

Arrangement	A sidewalk connection shall be provided to a sidewalk along a street Shall provide a sidewalk connection to a sidewalk along any adjacent street Shall be a non-linear shape that creates a gathering place or destination within a development Where a pocket park abuts a natural area, the pocket park open space set aside shall include the smallest area that encompasses the perimeter of the required features along the abutting side ...
Features	Two Four of the following features are required:...

...

SECTION XII. That Chapter 12, Landscape, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

12.10.4 Maintenance

A. The property owner shall be responsible for the maintenance of ~~1. A~~ all required landscape areas on the lot;

B. Street trees shall be maintained in accordance with the Municipal Code.

~~2 Street trees planted adjacent to the lot in conjunction with the development of the site, unless otherwise specified by the City or a homeowners association.~~

C. Homeowners associations are responsible for the maintenance of open space lots, **and** medians, ~~and street trees associated with the development.~~ **Street trees associated with the development shall be maintained in accordance with the Municipal Code.**

...

SECTION XIII. That Chapter 13, Fences, Walls, and Screening, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

13.1.1.B Fences and walls may be installed within drainage easements where permitted by the easement holder, but shall not block or divert natural drainage flow onto or off of any other property. Fence design examples that allow adequate drainage flow include shadow boxes, flat gates, aluminum fencing, or gaps at the bottom of the fencing. For fencing requirements in the floodplain, see Section 4.3, Floodway Fringe Overlay District.

13.1.1.C Fences and walls shall not:

~~3. Block or divert a natural drainage flow onto or off of any other property;~~

...

13.1.2.C Front Yard Fence and Wall Height

Side or Rear Yard	7 feet for residential uses and the OR district
-------------------	--

...

13.3.4.A Refuse areas, such as dumpsters, trash compaction, garbage or recycling collection, and other similar service areas shall be located away from frontages and to the side or rear of the building, **and at least five feet from any lot line.**

...

13.4 Maintenance Requirements

Fences, walls, and retaining walls shall be maintained in good repair and in a safe ~~and attractive~~ condition, such as replacement of missing, decayed, or broken structural or decorative elements...

...

SECTION XIV. That Chapter 14, Lighting, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

14.2.1.A

Maximum Illumination along Property Line of a Lot Other Than a Residential Lot	2
Maximum Illumination Abutting a Property Line of a Residential Lot	0

...

14.3.1 Parking Area Light Fixtures **for Residential or Mixed-Uses**

~~A-~~ Light fixtures intended to light parking areas ~~serving in residential uses or and mixed-uses development~~ shall:

...

Figure 14.3.1.A This ~~image~~ **graphic** demonstrates ~~examples of the different forms of~~ **ornamental** lighting fixtures. The Zoning Ordinance is hereby amended to remove the cobra head and off-road head fixtures from the graphic.

...

14.3.2 Parking Area Light Fixtures for Nonresidential Uses

~~B-~~ Light fixtures intended to light parking areas ~~serving in nonresidential uses development~~:

...

14.3.6.A.3 (String lights) Private streets, internal drives, and activated private alleys, **excluding fire lanes**,...

SECTION XV. That Chapter 15, Signs, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

15.1.5.A.2 Be aimed and shielded so that direct illumination is focused exclusively on the sign ~~area face~~; and...

...

15.1.5.B The sign or **light source** ~~device~~ shall not produce glare or illumination that ~~would create a nuisance or a safety hazard to adjacent property owners or the traveling public.~~ **could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners. Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.**

...

15.1.6.A Internal illumination of signs shall be limited to **light emanating only through** the letters, numbers, logos, and accent lines. The ~~main copy area or face of internally illuminated signs~~ **remainder of the sign area shall not be illuminated and** shall be opaque to prohibit light penetration.

...

15.1.6.D The sign or **light source** ~~device~~ shall not produce glare or illumination that ~~would create a nuisance or a safety hazard to adjacent property owners or the traveling public.~~ **could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners.** Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.

...

15.1.9.D **Commercial signs for residentially-occupied dwellings, except temporary signs as permitted by Section 15.18, Temporary Sign, and temporary construction site signs as permitted by Section 15.17, Temporary Construction Site Sign;**

...

15.1.9.R Any other sign not expressly permitted by this Ordinance, the Municipal Code, **all applicable building codes**, or the Historic District Design Guidelines, as applicable.

...

15.2 Overview of Sign Types Permitted by Location...

Sign Type Description	Permitted Zoning Districts
Flag: Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building. A piece of cloth, typically rectangular, attached by one edge to a pole	
Band Sign... a retail storefront/tenant space...	
Sandwich Board Sign:... retail storefront/tenant space...	
Vertical Blade Sign: A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at fronts a street intersection	

...

15.3 Awning Sign

Description	A sign that is part of or attached to the valance or face of an awning attached to a building ground floor retail storefront/ tenant space
-------------	--

...

15.4 Band Sign...

Description	... a retail storefront/tenant space
Quantity	Maximum of one per main entrance per retail storefront/tenant space on the ground floor, if no wall sign is present on the building

	Buildings five stories or more may have band signs as described above, in addition to permitted wall signs
Sign Area	...of retail storefront/tenant space ...
Placement	...a retail storefront/tenant space ...

...

15.7 Development Entrance Sign

Additional Standards	The base shall not exceed 25 percent of the sign area, but in no case shall this percentage change the maximum permitted sign area
----------------------	--

...

15.9 Flag...

Description	... Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building. A piece of cloth, typically rectangular, attached by one edge to a pole
-------------	--

...

15.10 Hanging Sign...

Sign Area	May have up to two sides, with a maximum of three 4.5 square feet per side
-----------	--

...

15.12 Sandwich Board Sign

Description	...in front of the retail storefront/tenant space
Quantity	...per ground floor retail storefront/tenant space
Placement	On the sidewalk in front of the retail storefront/tenant space and shall maintain 5 feet 48 inches of sidewalk clearance for pedestrian circulation Placement in the public right-of-way is permitted only in the HPO , subject to the Municipal Code

...

15.14 Vertical Blade Sign

Description	A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at fronts a street intersection
Quantity	Maximum of one per building frontage on a street intersection and may be used only if no

	other hanging signs exist on the ground floor retail storefront/tenant space below
Placement	At the corner of the building or at a change in massing near the corner of the building

...

15.15 Wall Sign

Quantity	Maximum of one per building façade only if no band sign exists on the building Buildings five stories or more may have wall signs as described above, in addition to permitted band signs
----------	---

...

15.16 Window Sign

Description	A sign placed within, affixed to, in contact with, or located within 12 inches of glazing a window and visible from the exterior
-------------	---

...

15.18 Temporary Sign...

Materials	Fabric, canvas, vinyl, plastic, metal , or a other material that has the same properties
-----------	---

...

SECTION XVI. That Chapter 16, Utilities, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XVII. That Chapter 17, Natural Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XVIII. That Chapter 18, Historic Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XIX. That Chapter 19, Review Bodies, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XX. That Chapter 20, Procedures, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

20.2.9 Public Notice Requirements...

Application	...	Timing
Plan Amendment	...	Mailed notice shall be postmarked at least 15 7 days prior to the neighborhood meeting
Development Plan	...	Mailed notice shall be postmarked at least 15 7 days prior to the neighborhood meeting

...

20.3.3 (Plan Amendment) Preliminary Meeting

...The applicant shall supply **any** preliminary information to the Department of Planning and Sustainability ~~at least three business days~~ prior to the meeting.

20.3.4 Pre-Application Requirements

A. The Planning & Sustainability Department may require a pre-application meeting with the applicant to review the draft plan amendment.

B. The applicant shall submit pre-application documents to the Department of Planning and Sustainability at least 14 days prior to the initial submittal.

20.3.9 FMPC Final Action

The FMPC shall review the plan amendment at a public hearing and vote **on a resolution** for: ...

...

20.10 Variance...

20.10.3 Pre-Application Requirements

The applicant shall meet with the Department of Planning and Sustainability prior to submittal of the application to review the variance request and the zoning requirements.

...

20.10.6.C Conditions of approval may be imposed **if the intent of the conditions is to uphold the general purpose and intent of this Ordinance.** ~~on the proposed use and the property to be developed or used pursuant to such approval as the BZA determines are required to ensure compliance with this Section~~

20.10.6.D **Nonconforming uses or structures shall not be grounds for a variance.** ~~The fact that a site or development does not conform to this Ordinance prior to the consideration of a variance application may not be used as a basis for the granting of a variance.~~

20.10.6.E **Self-imposed hardships, or actions taken by the applicant, rather than conditions unique to the lot in question, shall not be grounds for a variance.**

...

20.12.2.C Site plans shall be submitted for approval by the FMPC if the application includes:

3. Property within the HPO, **CAO1, CAO2, or CAO3;**

11. ~~A civic building.~~ **A use classified as civic and institutional per Subsection 5.1.3, Permitted Principal Uses by Zoning District.**

...

20.12.12.A.2. The gross ~~floor area~~ square footage of nonresidential buildings...

...

20.15 Building Permit

~~In addition to this Chapter, see the Subdivision Regulations and all applicable building codes.~~

20.15.1 Purpose

The purpose of a building permit is to ensure that construction adheres to all applicable building codes, ordinances, and regulations.

20.15.2 Applicability

A. Applications for building permits shall comply with all applicable building codes, ordinances, and regulations.

B. In addition to all other proposals that require a building permit, a building permit is required to construct a new parking pad or modify an existing driveway or parking. New residential driveways are subject to the requirements of the Department of Building and Neighborhood Services.

...

20.18 Appeal of Administrative Decision...

20.18.5 BZA Final Action

~~The BZA shall review and make a decision on the appeal in accordance with this Ordinance, State law, and the BZA bylaws.~~

The BZA shall review the application at a public meeting, hold a public hearing, and vote:

A. To uphold or reverse the administrative decision for an appeal where it is alleged by the applicant that there is error in an administrative decision;

B. To make a final interpretation on a boundary of the zoning map.

20.18.6 Review Criteria

A. For administrative decisions other than map interpretations, the An order, decision, determination, or interpretation shall not be reversed or modified, unless there is competent, material, and substantial evidence in the record that it fails to comply with either the procedural or substantive requirements of this Ordinance and State law.

B. For map interpretations, the BZA shall use the best available data to make a final interpretation of the zoning map boundary.

~~20.18.7 Conditions~~

~~The BZA may impose conditions upon an affirmative decision to ensure that the requirements and purpose of this Ordinance are followed in the order, decision, determination, or interpretation.~~

...

SECTION XXI. That Chapter 21, Performance Agreements, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

21.5.3.A If the applicant's request is within ~~seven~~ **eight** years from the date of receipt of a fully executed performance agreement, the Department of Planning and Sustainability shall be the administrative review body...

...

21.5.3.B If the request is after ~~seven~~ **eight** years from the date of receipt of a fully executed performance agreement, the FMPC shall be the review body.

...

SECTION XXII. That Chapter 22, Enforcement, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XXIII. That Chapter 23, Definitions and Interpretations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

23.3 Abbreviations

Max Maximum

Min Minimum

...

23.4 Defined Terms

...

Accessible Parking Space

A space designated for the parking or temporary storage of one ~~motor~~ vehicle in addition to the space necessary for the ingress and egress from the vehicle by a disabled person and any equipment needed for that purpose.

...

Accessory Building

A type of accessory structure that is fully-enclosed with a roof and walls.

...

Accessory Structure

A structure that is on the same lot as a principal building and is incidental to the principal building or permitted use. The accessory structure is less significant than the principal building in square footage, building height, and economic importance. **An accessory structure is typically detached from the principal building, but may be connected to the principal building by a breezeway.**

...

Accessory Structure Serving a Dwelling

An accessory structure used for a purpose customarily incidental and subordinate to a dwelling, such as a detached garage, carport, home office, bonus room, home workshop, pool house, tool house, greenhouse, shed, garden shelter, or any combination thereof. An accessory structure is typically detached from the principal building, but may be connected to the principal building by a breezeway. This definition does not include an accessory dwelling.

...

Abut

...Where not describing land, property, lot lines, or parcel lines, abut describes touching or sharing a common boundary with.

...

Active Construction Site

Any site that is under active construction and has a current and valid building permit.

...

Adjacent

...Where not describing land, property, lots, or parcels, adjacent describes being next to or nearby one another.

...

Administrative Decision

A decision in an order, requirement, permit, interpretation, or refusal made by any administrative official in carrying out or enforcing any provision of this Ordinance.

...

Aggregate Caliper Inch

The combined total number of caliper inches of existing and proposed trees used to meet a landscape planting requirement within a required landscape area. Caliper inch sizes for individual proposed trees are measured as indicated in the American Standard for Nursery Stock (ANSI 260.1-2004). Caliper inch sizes for existing trees shall be measured in Diameter at Breast Height (DBH).

...

Agricultural Structure

A structure used in agricultural operations.

...

Breezeway

A roofed outdoor passage, as between a house and a garage.

...

Building Site

Either: (a) a parcel of land that has not been subdivided as a separate lot, which is designated by an applicant as a building site in a development plan, site plan, or permit application, and which accommodates, or is available to accommodate, a principal building or (b) a lot.

...

Building Type

A classification of a building. Building types are described in Section 6.2, Overview of Building Types.

...

Cobra-Head Style Fixture

Light fixture consisting of an oval-shaped head and curved arm mounted to a pole. This type of light is typically used to light parking areas or other outdoor areas.

...

Construction Dumpster

Temporary trash receptacles used to hold waste from construction projects.

...

Construction Trailer

Mobile structures used to accommodate temporary offices, dining facilities, and storage of building materials during construction projects.

...

Carnival

A type of temporary use that typically consists of amusement rides and games.

...

Carport

A type of accessory structure. ...

...

Commercial Sign

Any sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

...

~~Copy Area~~

~~The smallest geometric shape that encloses all graphics, letters, and logos of the sign face. Graphic~~

...

Deferred Parking

A portion of the required parking associated with a use that is not installed at the time of construction, but delayed or deferred **as described in Paragraph 10.1.10.C, Deferred Parking.** ~~until a parking demand study can be completed to determine if the additional required parking is needed.~~

...

~~Dormer Window~~

A roofed structure that contains a window and projects vertically from the plane of a sloping roof. ~~A gabled extension built out from a sloping roof to accommodate a vertical window.~~

...

Double Frontage Lot

A lot having frontage on two parallel streets or approximately parallel streets.

...

Drive Aisle (of a Parking Area)

...

Driveway

A vehicular access way with a lot, building site, or development site from a street or internal drive to provide access ~~only~~ to a parking area, garage, parking structure, or building entrance.

...

Driveway Apron

The portion of the driveway extending from the edge of the pavement of the street to the back of sidewalk section, or the right-of-way line if no sidewalk exists.

...

Event Tent

Collapsible tents and membrane structures used as temporary shelter for events and parties.

...

~~Face Brick~~

~~Nonstructural brick or similar masonry material that is applied as a veneer to a wall or foundation or decorative element.~~

...

Family

~~... A person is considered to be a permanent occupant if such person:~~ **Determination of whether a person is considered to be a permanent occupant is based on the following criteria:...**

...

Farm Animal

~~An animal kept for agricultural purposes. This use includes , including~~ **animals raised for home use or for profit, such as cattle, or horses, goats, or other domestic livestock.**

...

Feather Banner

A type of sign that has the general shape of a feather. Also called feather sign or feather flag.

...

Flag Lot

A lot configured so that access to the street is provided by a linear strip of land and the bulk of the buildable portion of the lot is located behind one or more other lots.

...

Frontage Type

A classification of frontage. Frontage types are described in Section 7.2, Overview of Frontage Types.

...

Front Lot Line

The boundary line of a lot, which typically abuts an existing or proposed street or internal drive.

...

Front Yard

The open area located between the front façade of a building or structure and the front lot line. ~~boundary of a lot that typically is the edge of an existing or proposed street right-of-way.~~ The front yard extends the entire width of the lot.

...

Garage/Yard Sale

The occasional sale of miscellaneous household goods in the garage or yard of a resident's dwelling.

...

Grid-Street Network

A system of higher and lower order streets that are generally arranged in a pattern where most streets and internal drives are connected and dead end streets are minimized.

...

Hillside Plan

~~Separate sheets of a submittal for a development application that show how the development is designed with the natural topography, steep slopes, viewshed, and treed areas. It can be part of a development plan, site plan, or preliminary plat.~~

...

Home Occupation

~~Any commercial or business use requiring a business license associated with a residential dwelling unit that is conducted as an accessory use as described by Paragraph 5.2.7.H, Home Occupations. within a residential dwelling unit for the economic gain or support of a resident of the dwelling and is incidental and secondary to the residential use and that does not adversely or perceptively affect the character of the property or surrounding area.~~

...

Landscape Frontage

A frontage type described as such in Section 7.5, Landscape Frontage.

...

Large-Scale Office Building

The principal building type described as such in Section 6.9, Large-Scale Office Building.

...

Mobile Food Vendor

A type of temporary use as defined by the Municipal Code.

...

Multifamily (Use Type)

A type of residential use within a building containing five or more individual dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living, and may include units for sale or rent. **This definition also includes any number of attached dwelling units above ground floor nonresidential use in a commercial/mixed-use building.**

...

Off-Road Head Style Fixture

Light fixture consisting of a rectangular head and arm affixed to a pole. This type of light is typically used to light parking areas or other outdoor areas.

...

One-Half Story

...

Ornamental Fixture

A pole-mounted light fixture with an ornamental head, such as a colonial head, coach head, acorn head, or other decorative head.

...

Open Space Type

A classification of open space. Open space types are described in Section 11.2, Overview of Open Space Types.

...

~~Parking Demand Study~~

~~An analysis of the total number of parking spaces required in order to accommodate the maximum number of vehicles for parking purposes by a particular use or site at any given time, including the parking requirements for all employees, occupants, clients, and visitors.~~

...

Parking Bay

A parking area consisting of one row of parking spaces or stalls and the **drive aisle from which motor vehicles enter and leave the spaces.**

...

Parking Frontage

A frontage type described as such in Section 7.4, Parking Frontage.

...

Parking Pad

An improved surface located on a residential lot for vehicle parking.

...

~~Pasture Animal~~

~~Any horse, cow, goat, or other domestic livestock.~~

...

~~Prime Agricultural Lands~~

...

~~Portico~~

~~A porch or walkway with a roof supported by columns, often leading to the entrance of a building.~~

...

~~Produce Stand~~

~~A building or structure used for the retail sales of fresh fruits, vegetables, flowers, herbs or plants grown on the same parcel of land where the stand is located. Such use may also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts. No commercially packaged handicrafts or commercially~~

~~processed or packaged foodstuffs shall be sold. Such uses also include “pick your own” establishments where customers gather their own produce from the fields for purchase of off-site consumption.~~

...

Rear Lot Line

The **rear** boundary line of a lot which is generally opposite **of**, and does not intersect, the front **lot** line.

...

Rear Yard

The open area, except as otherwise authorized in this Ordinance, located between the rear **of facade** of a building or structure and the rear ~~boundary of a lot~~ **line**, and extending from one side lot line to the other side lot line.

...

~~Major~~ Recreational Equipment

A vehicle or portable structure transportable on a mobile chassis, designed to be used for recreational and vacation uses, including travel trailers, pickup campers, coaches, motorized dwellings, tent trailers, boats, boat trailers, other motorized watercraft, and other similar recreational equipment.

...

Residential Development Sales Office/Model Home

Temporary real estate sales offices used for the initial sale or lease of properties or buildings, or a display home used to show the living space and features of homes available within a developing residential development.

...

Retail Storefront

The front facade and entryway of a retail store on the ground floor of a building.

...

Ribbon Driveway

A type of driveway that consists of two parallel tracks of paved material and separated by grass strip.

...

Seasonal Sales

~~The temporary sale of goods or products associated with the season or a cultural event, such as the sale of Christmas trees, pumpkins, or seasonal produce. Such sales typically take place in locations not devoted to such sales for the remainder of the year.~~

...

Seasonal Agricultural Sales

Temporary retail sales of fresh fruits, vegetables, flowers, herbs, or plants. Such use may also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts.

...

Sign Type

A classification of a sign. Sign types are described in Section 15.2, Overview of Sign Types.

...

~~Side or Rear Wing~~

~~Massing forms of a building subordinate to the main body attaching to the side or rear faces of the main body. Side or rear wings are typically one to one to one and a half stories, set back from the front facade of the house, and do not exceed one third of the width of the main body.~~

...

Start of Construction

For the purposes of Section 17.6, Floodplain Regulations, includes...

...

State Highway

An officially designated highway or route of the State of Tennessee, which is therefore subject to the rules and regulations of the Tennessee Department of Transportation.

...

~~Substantial Improvement within the FFO Overlay District~~

...

Tenant Space

The portion of a building being occupied or leased for the purchase or use of goods and services.

...

Tandem Parking

~~A parking space within a group of two or more parking spaces arranged one behind the other.~~

...

Teardown

~~The act or process of disassembling, demolishing, or destroying a building or structure.~~

...

Temporary Holiday Storage in a Shipping Container

A shipping container used for holiday storage that serves an existing principal use.

...

Temporary Place of Business

An approved structure intended to provide a temporary place of business on a site where the previous place of business was destroyed or deemed unsafe for human occupancy by natural disaster or hazard.

...

Temporary Storage in a Shipping Container

A storage shipping container that serves an existing principal use.

...

Temporary Structures for Institutional Uses

Modular classrooms or portable buildings serving institutional uses.

...

Ten-Year Floodplain Zone

The area which has a minimum statistical probability of one in ten of being flooded in any given year.

...

Trellis

~~A structure of open latticework, especially one used as a support for vines and other creeping plants.~~

...

Quick Service Restaurant

A type of restaurant that serves fast service food cuisine.

...

Urban Frontage

A frontage type described as such in Section 7.6, Urban Frontage.

...

Valet Parking

A parking service described as such in the Municipal Code and Subsection 10.1.10, Alternative Parking Plan.

...

Vehicle

A car, truck, or motorcycle, but excluding recreational equipment.

...

Viable Tree

~~An existing healthy tree located on a development site or lot that has a high probability for continued life following the completion of development.~~

...

Yard Frontage

A frontage type described as such in Section 7.3, Yard Frontage.

...

SECTION XXIV. That the Department of Planning and Sustainability is authorized to make administrative clerical revisions to the zoning text so long as the changes are not substantive, such as cleaning up tables, clerical word corrections, typographical errors, table of contents adjustments, header and footer adjustments, font adjustments, amending graphics and supporting explanations based on approved zoning text, and adding or correcting references.

SECTION XXV. That the following described properties shall be, and are hereby, rezoned from its existing zoning classification to the proposed zoning district:

Premises Considered

Address	Map-Parcel	Acres	Existing Zoning	Proposed Zoning
846 Lewisburg Ave	078-10100	4.2	R2	CI
1115 Carriage Park Dr	078-09903	N/A	R2	CI
1140 Thompson Alley	078K-01000	N/A	R2	CI
204 Old Liberty Pk	063M-01101	N/A	R4	CI
134 2 nd Ave N	078C-01600	0.29	PD	DD
1106-A Hooper Lane	063L-00600	N/A	PD	R4
Rucker Park PUD Subdivision including:				
118 Rucker Ave	078P-03100	N/A	R4	PD
117 Rucker Ave	078P-03700	N/A	R4	PD
155 Veleno Ct	078P-03200	N/A	R4/PD	PD
157 Veleno Ct	078P-03300	N/A	R4/PD	PD
159 Veleno Ct	078P-03400	N/A	R4/PD	PD
161 Veleno Ct	078P-03500	N/A	R4/PD	PD
163 Veleno Ct	078P-03600	N/A	R4/PD	PD

SECTION XXVI. That the attached Location Maps shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION XXVII. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

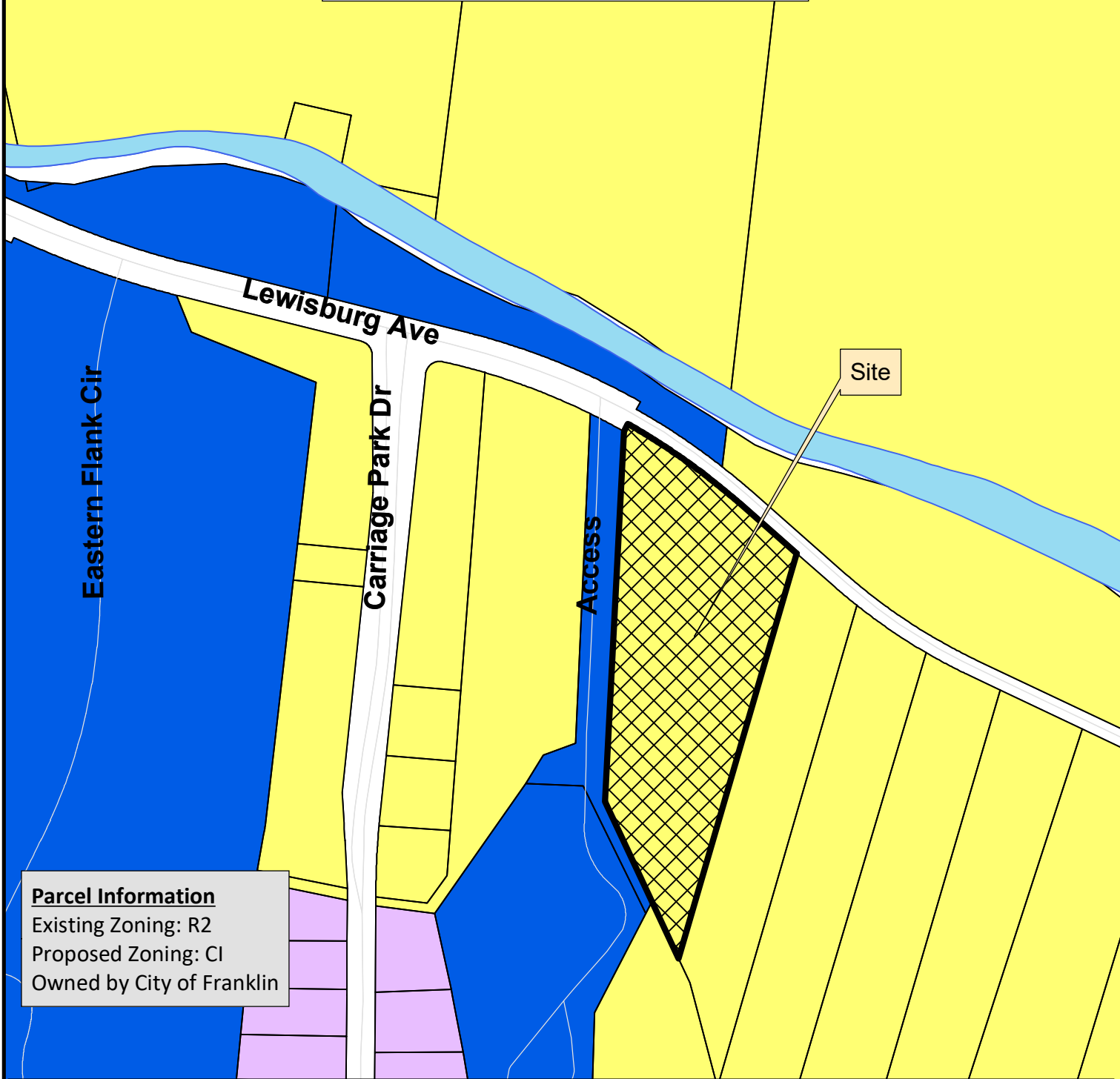
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
846 LEWISBURG PIKE
9/24/2020



Parcel Information
Existing Zoning: R2
Proposed Zoning: CI
Owned by City of Franklin

-  846 Lewisburg Pike
-  R2 Residential 2 District
-  PD Planned District
-  CI Civic Institutional District
-  Harpeth River

0 325 650
Feet



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1115 CARRIAGE PARK DRIVE
9/24/2020

Eastern Flank Cir

Lewisburg Ave

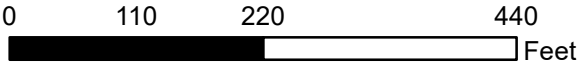
Carrriage Park Dr

Site

Access

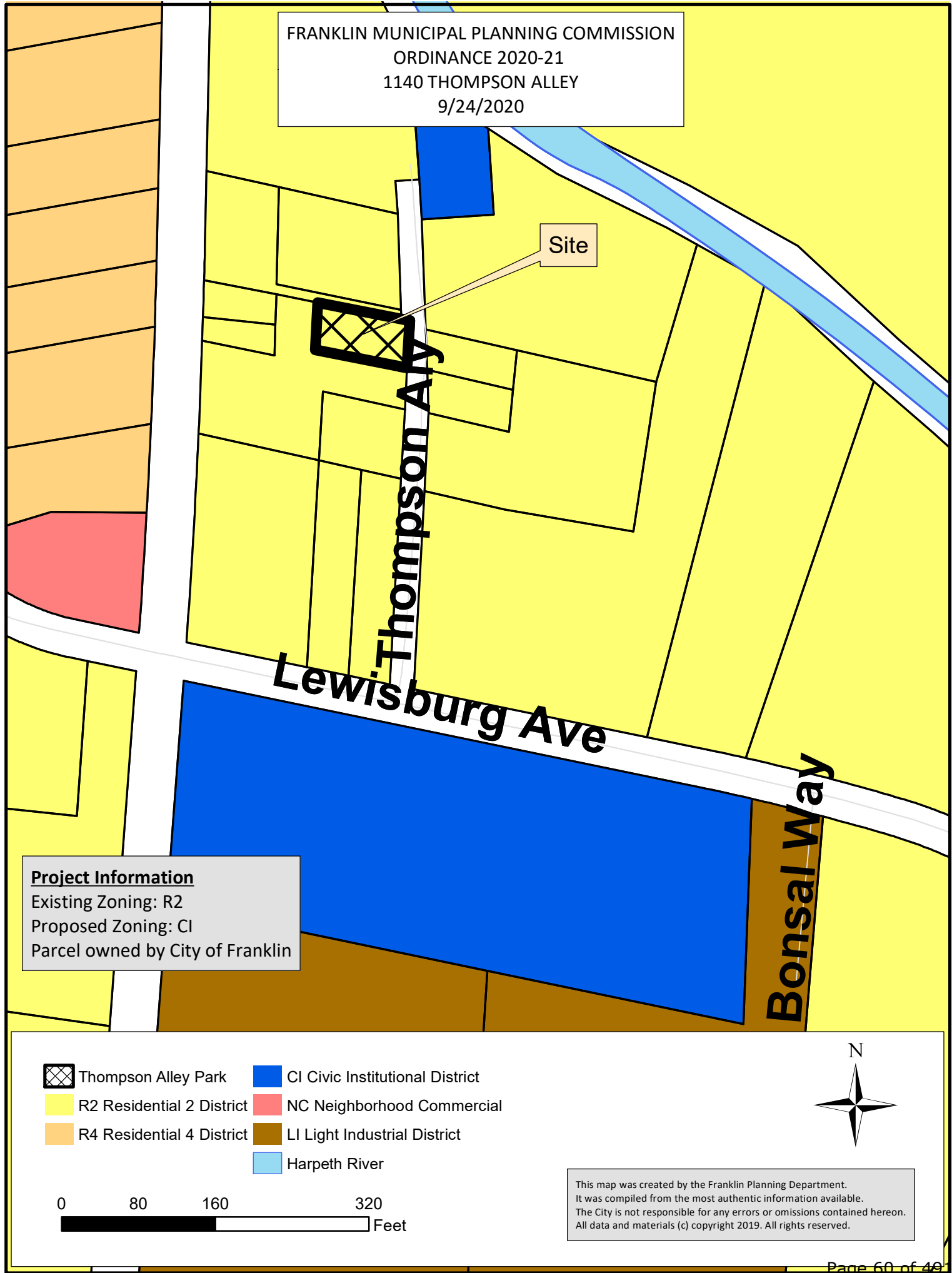
Project Information
Existing Zoning: R2
Proposed Zoning: CI
Parcel owned by City of Franklin

- | | |
|---|---|
|  1115 Carriage_Park |  PD Planned District |
|  R2 Residential 2 District |  CI Civic Institutional District |
| |  Harpeth River |

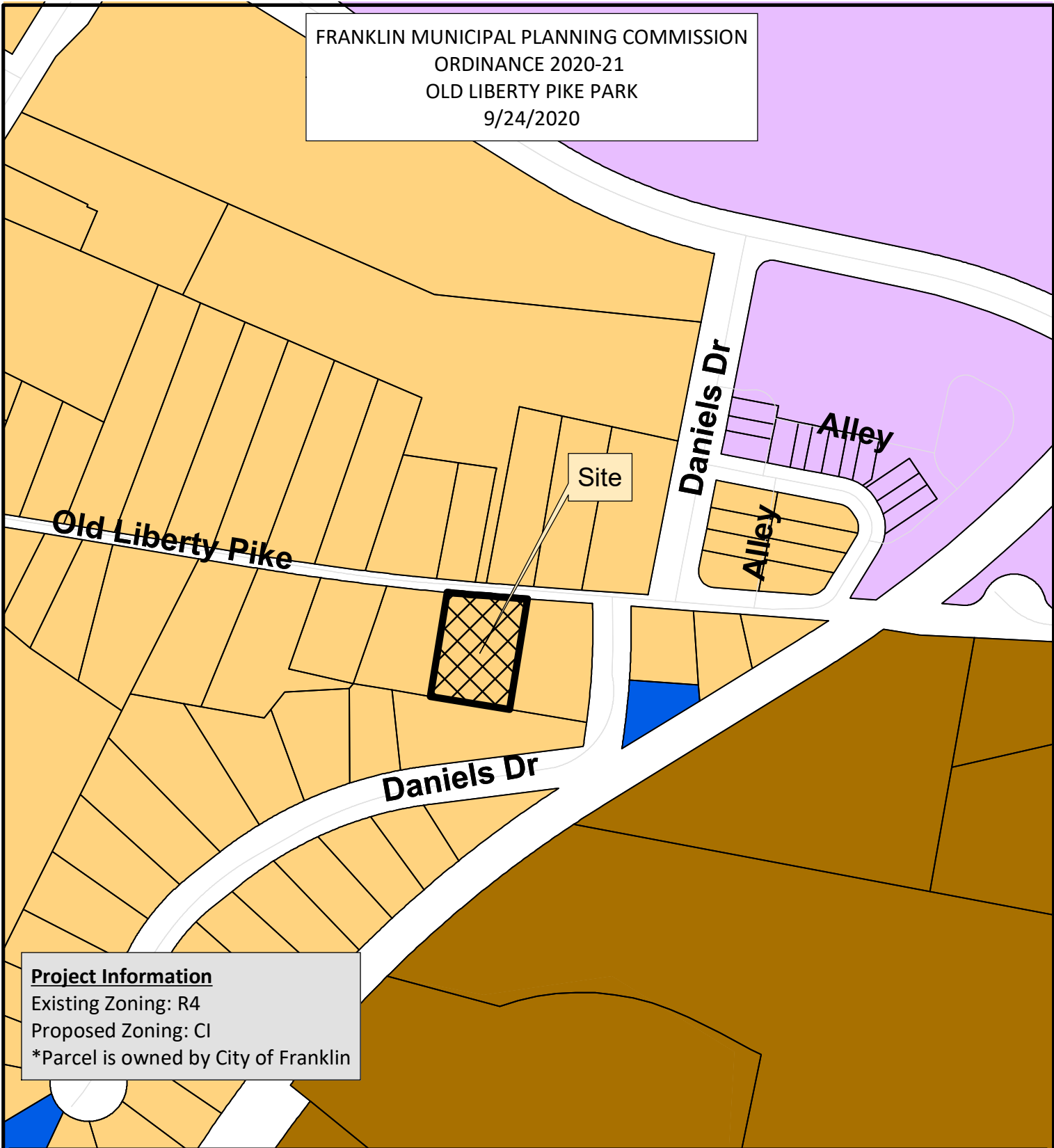


This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1140 THOMPSON ALLEY
9/24/2020

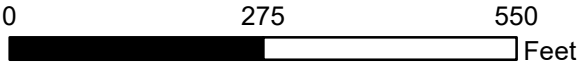


FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
OLD LIBERTY PIKE PARK
9/24/2020



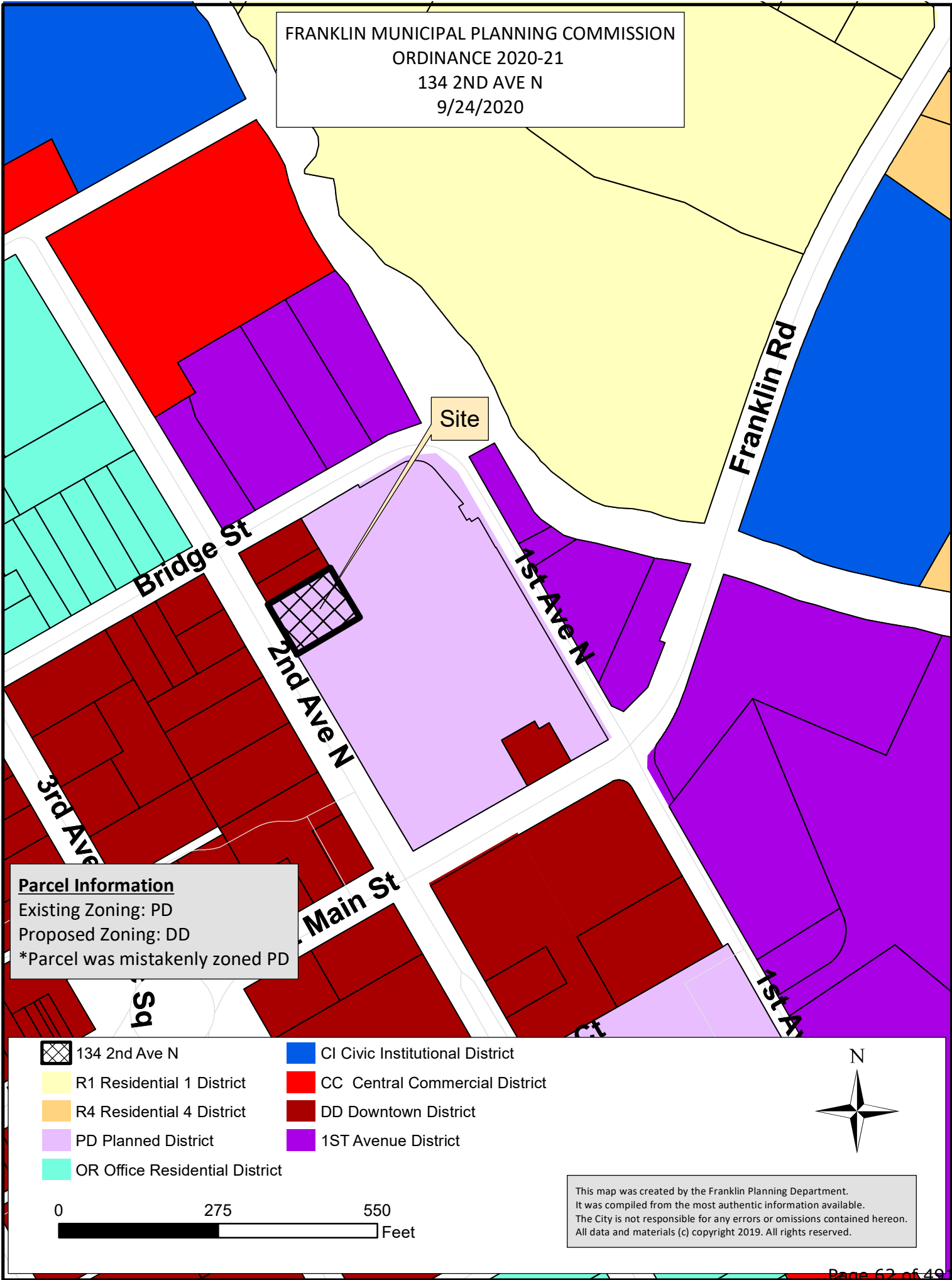
Project Information
Existing Zoning: R4
Proposed Zoning: CI
*Parcel is owned by City of Franklin

-  204 Old Liberty Pike
-  R4 Residential 4 District
-  PD Planned District
-  CI Civic Institutional District
-  1ST Avenue District
-  LI Light Industrial District



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2019. All rights reserved.

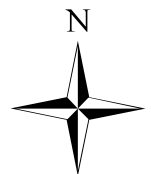
FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
134 2ND AVE N
9/24/2020



Parcel Information
Existing Zoning: PD
Proposed Zoning: DD
*Parcel was mistakenly zoned PD

- | | |
|--------------------------------|---------------------------------|
| 134 2nd Ave N | CI Civic Institutional District |
| R1 Residential 1 District | CC Central Commercial District |
| R4 Residential 4 District | DD Downtown District |
| PD Planned District | 1ST Avenue District |
| OR Office Residential District | |

0 275 550
Feet



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

Access

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1106-A HOOPER LANE
9/24/2020

Site

Hooper Ln

Franklin Rd

Morningside Dr

Harpeth Indus

Access

Project Information

Existing Zoning: PD
Proposed Zoning: R4



1106-A Hooper_Lane



ER Estate Residential District



R4 Residential 4 District



PD Planned District



CI Civic Institutional District



CC Central Commercial District



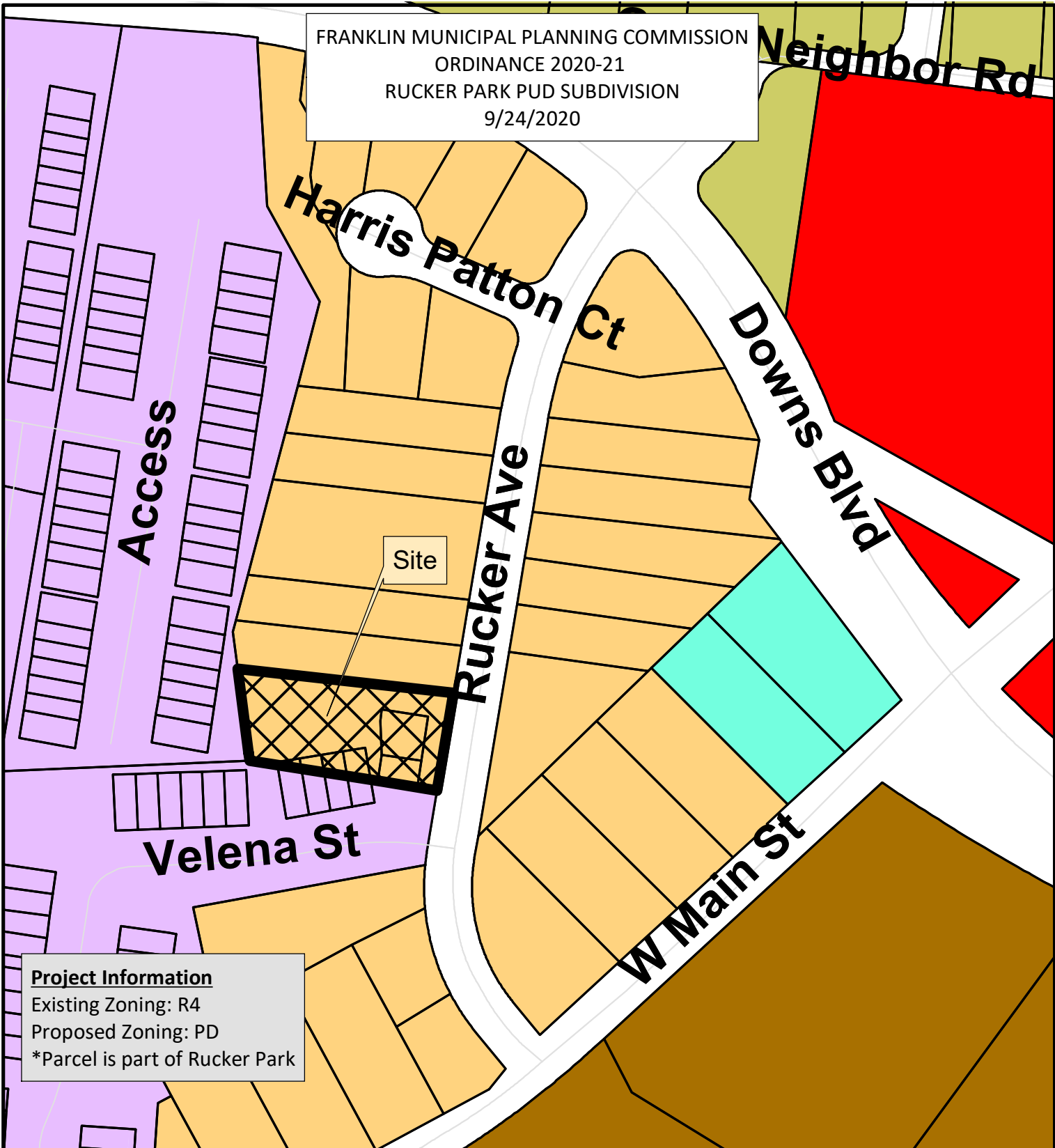
LI Light Industrial District



0 115 230 460
Feet

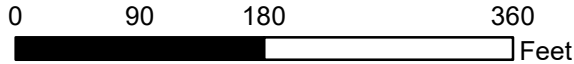
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
 ORDINANCE 2020-21
 RUCKER PARK PUD SUBDIVISION
 9/24/2020



Project Information
 Existing Zoning: R4
 Proposed Zoning: PD
 *Parcel is part of Rucker Park

- | | |
|---|--|
|  118_Rucker_Ave |  OR Office Residential District |
|  R3 Residential 3 District |  CC Central Commercial District |
|  R4 Residential 4 District |  LI Light Industrial District |
|  PD Planned District |  HI Heavy Industrial District |



This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
 All data and materials (c) copyright 2019. All rights reserved.

ORDINANCE 2020-21

AN ORDINANCE TO AMEND THE FRANKLIN ZONING ORDINANCE AND ZONING MAP AS PART OF AN ANNUAL REVIEW AND CLEANUP FOLLOWING THE MAJOR UPDATE OF 2019.

WHEREAS, *Envision Franklin*, the City's long-range plan that guides growth and development in the City, was adopted by the Franklin Municipal Planning Commission in January 2017; and

WHEREAS, following the adoption of *Envision Franklin*, the City staff and Town Planning and Urban Design Collaborative LLC (TPUDC) worked to make significant updates to the Zoning Ordinance and Zoning Map to more closely align with *Envision Franklin*; and

WHEREAS, the City mailed notifications to every property owner, hosted numerous meetings and opportunities for outreach and feedback, posted notice in the newspaper and on social media, and posted information on the project website; and

WHEREAS, the Board of Mayor and Aldermen adopted the new Zoning Ordinance at Third and Final reading on December 10, 2019 and it became effective on December 31, 2019; and

WHEREAS, following the adoption of the comprehensive update, the staff has tracked corrections, clarifications, refinements, and topical updates, which are part of this text and zoning map amendment, which is in the best interest of the public health, safety, and welfare of the citizens of Franklin, Tennessee.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That Chapter 1, Introductory Provisions, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

1.2.1 Pending Applications

All applications submitted on or after December **28, 2020** ~~30, 2019~~ shall comply with this Ordinance, **including** Any applications ~~that is~~ submitted for the February **25, 2021** ~~27, 2020~~ FMPC or administrative agenda ~~shall comply with this Ordinance.~~

...

SECTION II. That Chapter 2, Nonconformities, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

2.3.4. Reconstruction of a New Structure

~~A-~~ An existing **nonconforming** structure ~~for a nonconforming use~~, other than **for a** multifamily residential **or manufactured home park use**, may be torn down and a new structure ~~of the same building type or of~~ a building type permitted in the applicable zoning district may be reconstructed...

...

2.3.5 Multifamily Residential

~~B-~~ New structures for a nonconforming multifamily residential use may...

...

2.3.6 Manufactured Home Parks

Within a legally established manufactured home park, an existing manufactured home or mobile home (both definitions found at T.C.A. 68-126-202) may be replaced by another manufactured home on a one-per-one basis, pursuant to T.C.A 68-126-403.

...

SECTION III. That Chapter 3, Zoning Districts, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

3.2.5 (AG) Encroachments

Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet ~~from the lot line~~

...

3.3.2.B (ER) Accessory uses and structures, **other than agricultural structures**, shall comply with Section 5.2, Accessory Uses and Structures.

...

3.3.5 (ER) Dimensional Standards

Encroachments	Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line
Accessory Structure (Building Height)	Shall not exceed the height of the principal building, except for agricultural structures

...

3.4.5 (R1) Dimensional Standards

Encroachments	Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line
---------------	--

...

3.9.4.B (MR) Urban Landscape Frontage

...

3.9.6 (MR) Dimensional Standards for Houses and Multiplexes

Lot Size	4,950 4,000 square feet
Lot Width	45 40 feet
Lot Standards for Frontage-Facing Attached or Detached Garage in the Rear Yard	...
Lot Standards for Frontage-Facing Attached Garage Not in the Rear Yard	...

...

3.10.4.G (PD) Large-Scale Office Building

3.10.5.B (PD) ~~Urban~~ Landscape Frontage

...

3.11.5 (OR) Dimensional Standards

Front Yard	10 feet or no closer than the closest immediately adjacent building, whichever is larger
Fences and Walls	...rear lot lines contiguous to abutting a lot containing...

3.12.4.C (CI) ~~Urban~~ Landscape Frontage

...

3.12.5 (CI) Dimensional Standards

Principal Building Setbacks	Minimum
Side Yard	10 25 feet

...

3.13.3.A (NC) Commercial/Mixed-Use Building (~~for nonresidential uses only~~)

3.13.4.A (NC) ~~Urban~~ Landscape Frontage

...

3.13.5 (NC) Dimensional Standards

Principal Building Setbacks	Minimum
Front Yard	10 feet to 40 45 feet

...

3.14.4.B (CC) ~~Urban~~ Landscape Frontage

...

3.15.4.B (DD) Urban Landscape Frontage

...

3.16.5.E (1ST) Commercial/Mixed-Use Building (~~for nonresidential uses only~~)

~~3.16.6.B (1ST) Urban Landscape Frontage~~

...

~~3.17.4.A (5TH) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.17.5.A (5TH) Urban Landscape Frontage~~

...

3.18.3.B (RC6) Large-Scale Office Building

~~3.18.4.A (RC6) Urban Landscape Frontage~~

3.18.4.C (RC6) Parking Frontage (Fronting Murfreesboro Road between South Royal Oaks Boulevard and Carothers Parkway only)

...

3.19.3.B. (RC12) Large-Scale Office Building

~~3.19.4.A (RC12) Urban Landscape Frontage~~

...

~~3.20.3.E (GO) Commercial/Mixed-Use Building (for nonresidential uses only)~~

3.20.3.F (GO) Large-Scale Office Building

~~3.20.4.B (GO) Urban Landscape Frontage~~

...

~~3.21.3.A (LI) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.21.4.A (LI) Yard Frontage~~ **Landscape Frontage**

...

~~3.22.3.A (HI) Commercial/Mixed-Use Building (for nonresidential uses only)~~

~~3.22.4.A (HI) Yard Frontage~~ **Landscape Frontage**

...

The Zoning Ordinance is hereby amended in each zoning district in Chapter 3 that regulates minor accessory structures to add a maximum building height for minor accessory structures of one story.

...

The Zoning Ordinance is hereby amended to revise the row below for each applicable zoning district throughout Chapter 3, Zoning Districts:

Rear Yard Abutting an Alley	See building type for attached garage setbacks
------------------------------------	---

...

SECTION IV. That Chapter 4, Overlay Zoning Districts, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

4.3.4.B (FFO) Walls and open fencing, such as horse board fencing, wrought iron/aluminum fencing, flat gate systems, or wire fencing in the AG district, all subject to NFIP requirements;

...

4.5.2 (HPO) Conflicting Provisions

Where the Historic District Design Guidelines ~~or a certificate of appropriateness~~ and any requirement of this Ordinance conflict, the Historic District Design Guidelines ~~or certificate of appropriateness~~ shall take precedence. **The resulting certificate of appropriateness shall be eligible for site plan, building permit, or sign permit approval, as applicable.**

...

4.7.4.D. Frontage Types

~~The following frontage type are the only permitted frontage types:~~

- ~~1. Urban Landscape frontage~~
- ~~2. Urban Frontage~~

The urban frontage is the only permitted frontage type.

...

4.9.2 (SCO) Applicability

A. In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, **the standard in this Section shall apply.** ~~the more restrictive standards shall apply.~~

B. Existing residential lots that are 2.25 acres or less are exempt from this Section.

...

4.9.4 Scenic Corridor Setbacks

Old Charlotte Pike	North of New Highway 96 West	East of Del Rio Pike West of Mack Hatcher Parkway	150 feet
Roy F Alley Court	East of Mack Hatcher Parkway	West of Carlisle Lane	150 feet
Carlisle Lane	East of Roy F Alley Court	West of Del Rio Pike	150 feet

...

4.9.5 Conflicting Provisions

~~In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, the more restrictive standards shall apply.~~

...

The Zoning Ordinance is hereby amended for Table 4.9.8, Fences and Walls, to remove picket from Note 1 and add it to the table as a row for picket fence, with a maximum height of 3 feet and wood material, and rename Four-board horse fence to Four- or More Board Horse Fence.

...

SECTION V. That Chapter 5, Use Regulations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District, for Educational Facilities to be Permitted in PD, CI, NC, CC, DD, 1ST, 5TH, RC6, RC12, GO, and LI districts.

...

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District, for Wholesale Sales to be Permitted in the LI and HI districts.

...

5.1.4.L.1.b ~~Pasture~~ **Farm** animals...

...

5.2.4 Minor Accessory Structures

Minor accessory structures, such as storage or potting sheds, workshops, or greenhouses, shall:

A. Comply with Subsection 5.2.2, Accessory Uses, ~~and Subsection 5.2.3, Accessory Structures;~~

B. Comply with the maximum number, setback, and height requirements in the applicable zoning district;

C. ~~Not exceed~~ Have a building footprint of ~~120~~ less than 200 square feet; and

D. ~~Not be within~~ platted or recorded easements or over underground utilities;

E. ~~Not be constructed prior to the time the principal building is constructed~~ (except for community gardens and agricultural uses).

...

The Zoning Ordinance is hereby amended for Table 5.2.6, Permitted Accessory Uses and Structures by Zoning District, for the following:

1. Retail Sales of Goods (As Part of A Warehousing Use) to be Permitted with Additional Use Regulations in the LI and HI districts.

2. Swimming Pools to be Permitted with Additional Use Regulations in the AG, ER, R1, R2, R3, R4, R6, MR, PD, and OR districts.

3. Accessory Structures Serving a Dwelling to be Permitted with Additional Use Regulations to the AG, ER, R1, R2, R3, R4, R6, MR, PD, OR, CI, CC, DD, 1ST, RC6, and RC12 districts, and for carports, detached garages, and sheds to be removed from the Table.

...

5.2.7.B Accessory Structures Serving Dwellings

An accessory structure serving a dwelling shall comply with the following:

1. Accessory structures of 200 square feet or greater shall comply with the principal building type standards for materials, material changes, roof elements, and colors. Accessory structures of less than 200 square feet are subject to Subsection 5.2.4, Minor Accessory Structures.
2. Any parking space within an accessory structure shall be at least ten feet by 20 feet of clear space per vehicle space.
3. Garages or carports in rear yards abutting an alley shall comply with the alley-loading garage standards of the applicable building type.
4. The accessory structure footprint shall not exceed 50 percent of the building footprint of the principal building.

...

5.2.7.E Carports

~~1. Carports, whether attached or detached, shall comply with the principal building type standards for materials, material changes, and colors.~~

- ~~2. Carports, whether attached or detached, shall comply with the accessory structure setback in the applicable zoning district.~~
- ~~3. The parking area dimensions shall be at least 10 feet by 20 feet of clear space per vehicle parking space.~~
- ~~4. The footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.F. Detached Garages

- ~~1. Detached garages shall comply with the principal building type standards for garage interior dimensions, materials, material changes, and colors.~~
- ~~2. Detached garages shall comply with the accessory structure setbacks in the applicable zoning district; however, if the lot abuts an alley, the detached garage shall instead comply with the alley loading garage standards of the building type.~~
- ~~3. The building footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.P Sheds

- ~~1. Sheds with a building footprint larger than 120 square feet shall comply with the principal building type standards for materials, material changes, roof elements, and colors.~~
- ~~2. The building footprint shall not exceed 50 percent of the building footprint of the principal building.~~

...

5.2.7.H Home Occupations

1. The following home occupations are permitted:

- ~~a. Accountant;~~
- ~~b. Architect;~~
- ~~c. Artist;~~
- ~~d. Attorney;~~
- ~~e. Author;~~
- f. Artistic and creative professions, such as artist, author, baker, caterer, event planner, graphic designer, interior designer, recording artist, sewist, songwriter, tailor, or like profession, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
- ~~g. Catering;~~
- ~~h. Contractor (office only);~~
- i. Counseling services that do not provide instruction or counseling services to more than two pupils or clients at a time; however, this shall not preclude a family counseling session, provided that all other provisions of Paragraph 5.2.7.H are followed;
- ~~j. Data entry;~~
- ~~k. Engineer;~~
- ~~l. Insurance agent;~~
- ~~m. Manufacturer's representative;~~
- n. Office for a mobile service provider, such as dog grooming, auto detailing or maintenance, courier service, mobile food vendor, or office for like mobile service, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
- ~~o. Planner~~
- p. Pet sitting that provides at-home services or overnight boarding to no more than two pets at a time and keeps pets mostly indoors;**

- q. **Pet grooming that provides services to no more than one pet at a time;**
 - r. **Professional Consulting**—services, such as **accountant, architect, attorney, designer, contractor (office only), data entry clerk, engineer, planner, draftsman, graphic artist, Information Technology consultant, management or financial consultant, real estate agent, insurance agent,** or like profession, **where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site;**
 - s. **Salespersons, sales agents, and sales representatives** ~~Office for direct sales~~ provided that customer contact is via phone/internet or off-site;
 - t. Small-scale child care...
 - u. ~~Songwriter~~
 - v. **Swim lessons that provide instruction to no more than two students at a time or the total number of students from a single family at a time, whichever is greater. Swim lessons on lots of one acre or more may have group lessons with up to five students; and**
 - w. **Tutoring and instructional services that provide instruction to no more than two pupils at a time; and**
 - x. ~~Traveling salesperson.~~
2. Personal services **other than as permitted by Clause 5.2.7.H.1 above** and retail sales from on-site inventory are prohibited as a home occupations;
3. Home occupations shall:
- a. Be located entirely within the principal building and not exceed 25 percent of the total floor area of the principal building; **, or as an alternative, be located entirely within an accessory building. Swim lessons and small-scale child care home occupations may have outdoor activities that take place in side or rear yards only;**...

5.2.7.J.b ...**retail** storefront...

5.2.7.M Swimming Pools

Outdoor swimming pools on residential lots shall be located at least ten feet behind the front façade and at least five feet from any lot line. Swimming pools shall not be located within easements.

5.2.7.T Storage/Parking of ~~Major~~ Recreational Equipment

- 1. Storage/parking of ~~major~~ recreational equipment in the RC6 and RC12 districts shall be limited to approved self storage facilities. ~~2. Major recreational equipment~~ and shall comply with Subsection 13.3.6, Outdoor Storage Areas.
- 2. **Storage/parking of recreational equipment in the AG, ER, R1, and R2 districts shall:**
 - a. **Be limited to storage/parking at least ten feet behind the front façade of the principal building and at least ten feet from any lot line and screened by an opaque fence, wall, or landscaping with a height of at least six feet; and**
 - b. **Be located on an approved parking pad limited to the locations described above.**

The Zoning Ordinance is hereby amended to change the name Major Recreational Equipment to Recreational Equipment throughout.

5.3.5.G.5 Seasonal Agricultural Sales...Not include processed or prepared food products, **other than ancillary sales of home processed food products such as jams, jellies, pickles, sauces, baked goods, or homemade handicrafts;**

...

The Zoning Ordinance is hereby amended for Subsection 5.3.4, Permitted Temporary Uses and Structures by Zoning District, to add the temporary use of carnivals as permitted with additional use regulations in the RC6 and RC12 districts.

...

5.3.5.C Carnival

Carnivals shall comply with the following:

1. The period of operation shall not exceed seven consecutive days, and no more than six events per year on the same property. There shall be a minimum of 14 consecutive days between events. Events exceeding these limitations shall be considered the commercial recreation use type as a principal use.
2. Adequate parking spaces must be provided for the intended maximum occupancy.

...

5.3.5.C.1.b (Event Tents) Be limited to a maximum of ~~30~~ **45** days per occurrence and a maximum of three occurrences per year;

...

SECTION VI. That Chapter 6, Building Types, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

6.2 Overview of Building Types ~~by Zoning District~~

Building Type Description	Permitted Districts Where Permitted
Large-Scale Office Building: A large-scale, multi-story office building with a building footprint of over 20,000 square feet.	PD RC6 RC12 GO

...

6.5 Multiplex

Parking/Garage Location	Shall be located to the rear of the building
--------------------------------	--

...

6.6. Townhouse

Façade Variety	Building details, materials, windows, doors, and trim shall reflect a complementary architectural style, but the front façade of each dwelling unit shall be an individual facade, different from adjacent dwelling unit facades and any facade on the same building. Individual facades shall vary from adjoining dwelling units in at least two of the following ways:...
----------------	--

	... As an alternative to the requirement above, a A townhouse building with up to 4 6 units may be exempt from varying each unit above when it complies with the following: a townhouse building may have substantially similar front facades for each unit if may be designed as a single cohesive front façade when each individual dwelling unit facade complies with all possible listed façade standards for each unit and the primary material is brick For development projects that include more than one buildings, a variety of front façade elevations shall be provided, proof of which shall be submitted with a site plan. Tthere shall be are no other substantially similar townhouse buildings facades within view of the townhouse building ...
Primary Materials on a Façade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Primary Materials on an Individual Dwelling Unit Facade	Maximum of one of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Primary Materials on an Entire Building Facade	Maximum of two
Parking/Garage Location	Shall be located to the rear of the building and serviced by an alley or drive aisle

...

6.7 Multifamily

Entrances	Entrances shall be pProminently located on front façade and highly visible Facades along a street or internal drive shall have individual entrances to all publicly-accessed ground floor uses and all ground floor dwelling units, but the DRT may approve an alternative due to topography or environmental constraints Also see vertical articulation requirements
Glazing	Minimum 15 20% on facades facing frontages
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This does not preclude glass treatments as required by the Energy Code or LEED certification

Façade Variety	A building façade shall not be within view of another same building façade. Each building facades shall appear as a distinct building facade, and shall be distinguished by variation in all the following elements: ...
Facade Articulation	A façade greater than 160 feet in width shall be differentiated so that it appears to be comprised of two or more distinct , adjacent buildings...
Foundations, Porches, and Stoops	
Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep
Parking/Garages Location	If any, shall be located to the rear of the building and accessed by an alley or drive aisle

...

6.8 Commercial/Mixed-Use Building

Window Orientation and Arrangement	Vertically proportioned and vertically aligned
Window Arrangement	Upper floor windows shall be aligned with those of ground floor
Glazing on Retail Storefronts	50 and 85 percent of the ground floor, measured between two feet and ten feet from the ground ...
Front Facades Other Than Retail Storefronts	20 to 65 percent on each floor
Glazing on All Other Facades Facing a Frontage	
Glazing for Buildings Over 6 Stories	May exceed the maximum glazing above and may have tinted glass, reflective glass, and other glass treatments and may be the primary building material on a facade
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This is not intended to preclude glass treatments as required by the Energy Code or LEED certification or the limited use of spandrel glass used to cover structural elements
Horizontal Articulation	Buildings shall have a base, middle, and cap, which are scaled relative to the height of the building
Building Elements	
Retail Storefronts	...
Front Facades Other Than Retail Storefronts Officefronts	Any officefront Front facades other than retail storefronts shall be articulated with architectural elements and pedestrian weather protection

...

6.9 Large-Scale Office Building

A large-scale, multi-story building solely for office use, with a building footprint of over 20,000 square feet.

Permitted Districts	PD RC6 RC12 GO
Building Orientation and Entry	
Main Entrance	Prominently located on the front façade and highly visible, with pedestrian scale articulation and weather protection
Façade Location	The front façade shall face the public street, private street, or internal drive, in that priority order
Windows	
Window Orientation	Vertically proportioned
Window Openings	Shall be punched and recessed a minimum of three inches from the façade
Glazing	20 to 65 percent on each floor, but buildings over 6 stories may exceed the maximum glazing and have glass as the primary material
Facade Standards	
Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width
Vertical Articulation	Facades shall be differentiated by dividing into 20- to 200-foot segments, each differing from adjacent segments with respect to all of the following: A. A change in shape, sill and header height, detail, size, spacing, rhythm, and muntin pattern of windows B. A change of building height C. A change in base and cap details D. A change of wall material or wall color E. A change in trim courses and other horizontal elements F. Providing or changing pilasters, columns, or other vertical elements
Horizontal Articulation	Buildings shall have a base, middle, and cap, which are scaled relative to the height of the building
Façade Width	Maximum 600 feet
Roof Elements	
Rooftop Mechanical Equipment	See Subsection 13.3.2, Rooftop Mechanical Equipment
Green Roofs	May be used to achieve stormwater and LSA requirements
Materials	

Primary Materials on a Façade	Up to three of the following: brick, natural stone, or cultured stone
Accent Materials (Up to 25 Percent of Net Façade)	Architectural metal, scored precast concrete, or any primary material not used as a primary material on the building
Prohibited Materials	Corrugated metal, EIFS, smooth-faced or split-faced concrete block, vinyl cladding, and similar façade finishes
Colors	Up to three colors, including material colors, but excluding trim colors
Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4., HHO District, or Section 17.1, Steep Slopes, if applicable
Transitional Features	
Requirements	See Chapter 8, Transitional Features

...

6.10 Large-Scale Retail Building

Permitted Districts	PD RC6 RC12 and further limited within these districts to the following locations: East of Mallory Lane and north of McEwen Drive and west of I-65; or East of I-65 and south of Goose Creek Bypass.
Building Footprint	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass
Building Height	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building Reflective, tinted, or other glass treatments that inhibit views into the building. This is not intended to preclude glass treatments as required by the Energy Code or LEED certification
Retail Storefronts	Retail storefronts...
Additional Parking	..., except for east of Mallory Lane and north of McEwen Drive and west of I-65; or east of I-65 and south of Goose Creek Bypass

...

6.10 Civic Building

Façade Standards	
Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width

...

The Zoning Ordinance is hereby amended to remove all references to a parking pad dimensional requirement from the Building Types Chapter:

Alley-Loading Garages	
Parking Pad	If any, minimum 10 feet by 22 feet

...

The Franklin Zoning Ordinance is hereby amended to replace any Façade Design Proportions row below throughout Chapter 6, Building Types with new text as shown below.

Façade Design Proportions	Proportions shall be based on approximate ratio of the golden mean (1.618:1) Facades shall be vertically proportioned
---------------------------	--

...

SECTION VII. That Chapter 7, Frontage Types, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

7.1 General Provisions

7.1.1 Applicability

A. This Chapter shall apply to all development, but the following shall address legally established buildings in existence on December 28, 2020:

- 1. When a building expansion is 50 percent or less than the building's square footage as of December 28, 2020 and the frontage does not comply with this Chapter, then any site alterations shall not bring the existing frontage more out of compliance with this Chapter. Building expansions shall be counted cumulatively from December 28, 2020;**
- 2. When a building expansion exceeds 50 percent of the building's existing square footage, then the frontage shall comply with this Chapter; and**
- 3. When a building is torn down and a new building is constructed, then the frontage shall comply with this Chapter.**

7.1.2 Frontage Description

- A. The frontage is the area between the building façade and the front lot line along a street or internal drive, as applicable. It includes the full length of the lot as if the building façade line were extended to the side lot lines.**
- B. If there is no building, the frontage is the area between the front yard setback line and the front lot line along a street or internal drive, as applicable.**
- C. Corner lots and double frontage lots have two frontages.**

- D. ~~A The frontage is the area between (a) the façade line of the principal building, extended to the side lot line or building site line (or if there is no building, the front setback line) and (b) the curb (or if there is no curb, the edge) of the vehicular lanes of a public or private street or an internal drive, a pedestrian walkway, or an open space. Corner or through lots or building sites have two frontages~~
- E. Frontage types specify the treatment of the frontage...

7.1.3 Lot and Building Site Frontage

A. Every lot ~~or building site~~ shall have a frontage on a public street, private street, or internal drive, in that priority order, except that:

1. Residential lots shall front only a public street...
2. An internal drive may be an alternative...

~~B. A lot with proposed development of two or more principal buildings shall provide building sites that designate the frontage type and location on a public street, private street, or internal drive, as applicable.~~

B. New lots on the perimeter of a proposed development, where adjacent to an existing street, shall be oriented so that the front facades of buildings face the existing street, but the DRT may approve an alternative:

- 1. Due to topography or other environmental constraints; or**
- 2. If the new lot is along Mack Hatcher Parkway or I-65 and not along or within any SCO corridor. See Subsection 12.7.3, Buffers along I-65 and Mack Hatcher Parkway, for additional requirements.**

C. New residential lots may have a side lot line that fronts an existing collector street or higher classification when the lot:

- 1. Fronts a local street by the entrance to the subdivision; or**
- 2. Is designed around a close.**

D. New single-family residential lots shall not be configured or arranged so as to result in a flag lot or a double frontage lot.

7.1.4 Exceptions

The following exceptions are permitted to Subsection 7.1.3, Lot and Building Site Frontage:

~~A. A residential lot may have a side lot line that fronts an existing collector street or higher classification when the lot:~~

- ~~1. Fronts a local street by the entrance to the subdivision; or~~
- ~~2. Is designed around a close.~~

~~B. New lots may be oriented so that the rear facades of buildings face I-65 or Mack Hatcher Parkway when outside of the SCO. See Subsection 12.7.3, Buffers along I-65 and Mack Hatcher Parkway, for additional requirements.~~

7.1.4 Building Site Frontage

Where two or more principal buildings are proposed on the same lot, building sites for each proposed building shall be identified that designate the frontage type and location in compliance with the intent of Subsection 7.1.3, Lot Frontage.

7.1.5 Parking Placement

- A. Parking placement shall comply with the frontage type requirements, but where parking is serving a principal use that does not have a principal building, parking shall be located behind the minimum front yard setback for the applicable district.
- B. Exceptions to this Section are made during times of emergencies due to acts of nature, residents moving into or out of the premises, occasional family celebrations, and routine maintenance on structures or landscaping.

...

7.2 Overview of Frontage Types

Frontage types are used to organize certain standards that define the character between a building and the street or internal drive. Zoning districts regulate the permitted frontage types. Each frontage shall comply with all standards and tables of the corresponding frontage type.

Frontage Type Description	Typical Permitted Building Types	Permitted Districts
Yard Frontage: Intended for residential areas with a moderate to deep setback where buildings have a landscaped yard is located between the sidewalk and the front façade . building and the street or internal drive . It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street	House Duplex Multiplex Townhouse Multifamily Civic Flex	AG ER R1 R2 R3 R4 R6 MR OR PD CI CC DD 1ST GO LI HI
Parking Frontage...	...	...
Urban Landscape Frontage: Intended for nonresidential and mixed-use areas with a shallow front setback to provide where buildings have a landscaped area between the sidewalk and the front façade. Parking is located behind or to the side of the building and screened from the street or internal drive by landscaping, unless it is parallel parking , typically accessed by a stoop or terrace. Parking shall be located behind the building, unless it is parallel parking	House Duplex Multiplex Townhouse Multifamily Commercial/Mixed- Use Large-Scale Office Large-Scale Retail Civic Building Flex Building	MR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Urban Frontage: Intended for nonresidential, mixed-use, and certain residential areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk . Parking is shall be located behind the building, unless it is parallel parking	Townhouse Multifamily Commercial/Mixed-Use Large-Scale Office Large-Scale Retail Civic Building	...

...

7.3 Yard Frontage

Description	Yard Frontage: Intended for residential areas with a moderate to deep setback where buildings have a landscaped yard is located between the sidewalk and the front façade. building and the street or internal drive. It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street
Permitted Districts	AG ER R1 R2 R3 R4 R6 MR OR PD CI CC DD 1ST-60 LLH
Permitted Building Types	House, duplex, multiplex, townhouse, multifamily, and civic buildings
Vehicular Access and Parking	
Parking Placement/ Driveways	No parking is permitted between the principal building and the street, except on an approved driveway or parking pad pursuant to Subsections 10.1.16, Parking Pads on Residential Lots, and 10.1.17, Driveways on Residential Lots the Municipal Code and/or the applicable building type Certain residential building types may further limit parking placement. Parking for any nonresidential uses shall be located to the rear of the principal building

...

7.4 Parking Frontage

Description	The limited parking frontage...
Typical Permitted Buildings Types	...

...

7.5 ~~Urban~~ Landscape Frontage

Description	The urban landscape frontage is intended for nonresidential, mixed-use, and certain residential areas with a shallow front setback to provide where buildings have a landscaped area between the sidewalk and the front façade. Parking is located behind or to the side of the building and screened from the street or internal drive by landscaping, unless it is parallel parking , typically accessed by a stoop or terrace. Parking shall be located behind the building, unless it is parallel parking
Permitted Districts	MR PD CI NC CC DD 1ST-5TH RC6 RC12 GO

Permitted Typical Building Types	House, duplex, multiplex, townhouse, multifamily, commercial/mixed-use, large-scale office, and large-scale retail, and civic buildings
Parking Placement	Parking shall be located behind the building, unless it is parallel parking along the street or internal drive On corner lots, surface parking areas may occupy up to 30 percent of the lot frontage on the secondary street and shall be no closer to the street than the building Parking shall be located behind or to the side of the principal building, but no closer to the street than the front façade, unless it is parallel parking Principal buildings shall anchor intersections and any side parking shall be located away from the intersection. Priority shall be given to the higher classification street On lots with frontages on three streets or more, the DRT may approve an alternate configuration

...

7.6 Urban Frontage

Description	The urban frontage is intended for nonresidential, mixed-use, and certain residential areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk
Permitted Districts	MR PD NC CC DD 1ST 5TH RC6 RC12
Typical Permitted-Buildings Types	Townhouse, Multifamily, commercial/mixed-use, large-scale office, and large-scale retail, and civic buildings

...

SECTION VIII. That Chapter 8, Transitional Features, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

8.1 Transitional Features Outside of the CFO, CAO1, CAO2, or CAO3

8.1.1. Applicability

A. This Section shall apply to development in:

~~1. The NC, RC6, RC12, GO, LI, and HI districts when a development site abuts an existing residential lot;~~
and

~~2. The PD and CC districts when located outside of the CFO when a development site abuts an existing residential lot.~~

~~B. When a residential lot is part of the same development, this Section shall not apply.~~

A. This Section shall apply to new development proposed outside of the CFO, CAO1, CAO2, or CAO3, in order to achieve design compatibility between new and existing development, where the existing development is established and expected to remain, pursuant to Envision Franklin.

B. When a residential lot is part of the same development, this Section shall not apply.

8.1.2 Transition Zones Abutting Residential Lots

A. Transition Zone Descriptions

The transition zones below shall be required along the edge of a:

1. A nonresidential, mixed-use, multifamily, or townhouse development site where it abuts an existing residential lot for a house, duplex, or multiplex; or

2. The transition zones below shall be required along the edge of a A townhouse development site where it abuts an existing residential lot for a house, duplex, or multiplex.

...

B. Transition Zone 1: Buffer

...

C. Transition Zone 2: Restricted Use

...

D. Transition Zone 3: Building and Form

...

8.1.3 Building Height at Major Intersections in RC12

At major intersections...

8.1.4 Perimeter Residential Development

A. Single-Family Residential Lots Lot Standards

New single-family residential lots on the perimeter of a proposed development, where adjacent to ~~abutting~~ existing lots in a recorded residential subdivision, shall be no less than 75 percent of the average lot size of the existing contiguous ~~abutting~~ lots.

B. Duplexes or Multiplexes

Duplexes or multiplexes, where permitted along the perimeter of the proposed development, ~~new duplexes or multiplexes~~ **that are** adjacent to single-family residential lots in a recorded subdivision shall have comparable building façade widths to the houses on the adjacent residential lots **and shall not exceed one story in height above any adjacent house.**

8.2 Transitional Features In the CFO, CAO1, CAO2, or CAO3

8.5.1 Applicability

~~This Section shall apply to development on residential lots in the CFO to achieve compatible infill in or adjacent to existing residential neighborhoods, while reinforcing the established character of the neighborhood and mitigating adverse impacts on adjacent buildings.~~

8.2.1. Applicability

A. This Section shall apply to new development proposed in the CFO, CAO1, CAO2, or CAO3, to achieve design compatibility between new and existing development, where the existing development is established and expected to remain, pursuant to Envision Franklin.

B. The standards in this Chapter may be used, all or in part, to achieve design compatibility between land uses, subdivisions, sites, lots, or structures, subject to the approval of the applicable review body,

with consideration given to Envision Franklin and the Historic District Design Guidelines, where applicable.

C. When a residential lot is part of the same development, this Section shall not apply.

8.2.2 Conflicting Provisions

A. In cases where the standards of this Section and other Chapters conflict, the more restrictive standard shall apply.

~~B. In cases where the standards of this Section and Section 8.1 Transition Areas Abutting Residential Lots, conflict, then this Section shall apply.~~

B. Within the HPO district, where Historic District Design Guidelines and this Chapter conflict, the Historic District Design Guidelines shall take precedence.

8.2.3 Building Setbacks

~~Outside of the R4, R6, MR, OR, CC, DD, 1ST, and 5TH districts,~~ **Where the existing development is established and expected to remain, pursuant to Envision Franklin,** the minimum front yard setback shall be the average setback of existing buildings on the same block face. No new building shall be located closer to the front lot line than the closest adjacent building.

8.2.4 Building Height, Scale, and Massing

A. Façade width and height...

B. At the edge of an underlying zoning district...

C. Nonresidential, and mixed-use, and multifamily development shall graduate the massing and scale of the new building through utilization of **using** the following methods:

1. Buildings setbacks...
2. Dividing buildings...
3. Sight lines...
4. Other techniques...

8.2.5 Building Character

A. Where a clearly established building character and scale exist that is expected to remain, **pursuant to Envision Franklin,** infill development shall blend with nearby buildings through use of:

1. Window and door openings...
2. Similarly sized and patterned architectural features...
3. Similar roof types, slopes or arrangements.

~~A. Proposed development shall blend with nearby buildings through use of similarly sized and patterned architectural features, such as windows, doors, awnings, arcades, pilasters, cornices, wall offsets, primary materials on a façade, roof forms, and other architectural elements.~~

B. Proposed residential development shall blend with existing buildings along the same block face through use of...

1. Dormers...
2. Massing...
3. Materials...
4. A one-story...
5. Garages...

8.2.6 Perimeter Residential Lots Development

~~8.6.1 Applicability~~

~~This Section shall apply to residential development.~~

8.5.3 Lot Standards

A. Single-Family Residential

New single-family residential lots on the perimeter of a proposed development, where ~~adjacent to~~ **abutting** existing lots in a recorded residential subdivision, shall be no less than 75 percent of the average lot size of the ~~existing contiguous~~ **abutting** lots.

B. Duplexes or Multiplexes

~~New d~~ Duplexes or multiplexes, where permitted along the perimeter of the proposed development, that ~~is~~ **are** adjacent to single-family residential lots in a recorded subdivision, shall have comparable building façade widths to the houses on the adjacent residential lots **and shall not exceed one story in height above any adjacent existing house.**

C. Multifamily

Proposed multifamily buildings located within 100 feet of **a single-family residential lot** ~~houses and duplexes~~ shall not exceed two stories.

...

SECTION IX. That Chapter 9, Streets and Circulation, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

9.4.3.C (Mews) **Additional site design standards are found in Section 11.7, Courtyard, and additional alley-loading garage standards are found in the applicable building type.**

...

9.5.2 Internal Connectivity

A. Development shall provide a ~~grid-street~~ **network** or internal drive ~~network pattern~~, wherever possible.

...

9.5.3.A ~~...If waived, the applicant shall provide bicycle and pedestrian connections between adjacent properties.~~

...

9.6.1.B.2 **Between each dwelling unit entrance in a multiplex or multifamily building and the nearest street or internal drive;**

...

9.6.2.B

Sidewalk Location	Minimum Width
In the DD, 1ST, or 5 TH Districts	12 feet, with at least 8 feet continuously unobstructed by street light tree pits, light poles, or similar features. A reduced width may be permitted due to existing obstructions

...

SECTION X. That Chapter 10, Parking and Transit, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

10.1.2.D When a restaurant adds outdoor dining, the first five tables or 20 seats, whichever is less, may be added without requiring additional parking spaces.

...

10.1.4.B ...landscape islands, **drive** aisles, driveways...

...

10.1.6 Minimum Parking...

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
Restaurants, Inside and Outside Seating	10 spaces per 1,000 square feet ² of gross floor area of the building and any outdoor seating area + 1 space per employee on largest shift	7.5 spaces per 1,000 square feet ² of gross floor area of the building and any outdoor seating area + 0.75 space per employee on largest shift
Restaurants, Drive-In/Drive-Through/Quick Service	0.52 spaces per seat (indoor and outdoor) ³ + 15 stacking spaces for first ordering station and + 5 additional stacking spaces for each additional ordering station ⁶	No reduction 0.52 spaces per seat (indoor and outdoor)³ + 15 stacking spaces for first ordering station and + 5 additional stacking spaces for each additional ordering station⁶
Notes: 4. Maximum occupant load is determined by the International Building Code. based on the maximum fire-rated capacity.		

...

10.1.13 Maximum Slope

Parking areas shall not exceed a slope of five percent. ~~Parking~~ **Drive** aisles...

...

10.1.14 ~~Dimensional Standards for~~ Standard Parking Spaces and **Drive** Aisles

A. Standard parking spaces and **drive** aisles...

...

The Zoning Ordinance is hereby amended to replace Aisle with Drive Aisle within the tables in Subsections 10.1.14 and 10.1.15.

...

~~10.1.14.E Where the end of a 90-degree standard parking space abuts a landscape island or a sidewalk of at least seven feet and allowing a bumper overhang, the minimum depth of the parking space may be reduced to 16 feet.~~

...

10.1.14.E When parking is associated with a residential lot, see Subsection 10.1.16, Parking Pads on Residential Lots

...

10.1.15 Dimensional Standards for Compact Parking Spaces and Drive Aisles

A. Compact parking spaces and drive aisles...

...

10.1.15.E. Compact parking spaces shall not be permitted for use as handicap-accessible spaces.

...

10.1.16 Parking Pads on Residential Lots

A. Parking pads on residential lots shall comply with the requirements below:

Parking Pads	Requirements
Parking Pad Placement	If any, a parking pad shall be adjacent to the driveway between the edge of driveway and the side or rear lot line, and shall not encroach into the sidewalk or the yard area located in front of the remaining part of the principal building
Parking Pad Accessed from a Street or Driveway	10 by 20 feet
Parking Pad Accessed from the Rear of the Lot Accessed by an Alley	10 by 22 feet
Parking Pad Setback	Shall be located a minimum of 5 feet from any abutting lot line
Easement Conditions	Shall not be located within a recorded utility or drainage easement
Additional Standards	See applicable building type and frontage type standards

B. Parking pads on residential lots that were installed prior to March 1, 2007 or that were identified on a building plat and approved by the Building and Neighborhood Services Department in conjunction with the issuance of a building permit may continue. When a parking pad covers more than 40 percent of the front yard and a change in size, location, or material is contemplated, the parking pad shall comply with this Ordinance.

...

10.1.17 Driveways on Residential Lots

A. Driveways on residential lots shall comply with the requirements below:

Driveways	Requirements
Driveway Placement	If any, a driveway shall be located primarily in front of the garage or to the side of the principal building and shall not encroach into the yard area located in front of the remaining part of the principal building As alternatives to the requirements above: A. A circular driveway may be permitted when the lot size is greater than 30,000 square feet B. Secondary accesses may be approved, subject to the Transportation and Street Technical Standards

Driveway Dimensions	A minimum width of 10 feet, unless it is a ribbon driveway, but no wider than the width of the garage Where no garage exists or where the garage is less than 20 feet wide, the maximum width shall be 20 feet and configured to meet the width of the driveway apron at the lot line
Driveway Apron	Shall comply with the Transportation and Street Technical Standards
Driveway Setback	Shall be located a minimum of 5 feet from any abutting lot line, unless it is a shared driveway
Easement Conditions	Shall not be located within a recorded utility or drainage easement
Additional Standards	See applicable building type and frontage type standards

B. Driveways on residential lots that were installed prior to March 1, 2007 or that were identified on a building plat and approved by the Building and Neighborhood Services Department in conjunction with the issuance of a building permit may continue. When a driveway covers more than 40 percent of the front yard and a change in size, location, or material is contemplated, the driveway shall comply with this Ordinance.

...

10.1.21.C.2 ...into the required **drive** aisle of a parking area.

SECTION XI. That Chapter 11, Open Space, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

11.2 Overview of Open Space Types ~~Permitted by Zoning District~~

...

The Zoning Ordinance is hereby amended for Table 11.2, Overview of Open Space Types, to add CI to Neighborhood Amenities, Courtyard, Square or Green, Outdoor Dining Area, and Plaza, and to add CI under Permitted Districts in Section 11.5, Neighborhood Amenities, Section 11.7, Courtyard, Section 11.8, Square or Green, Section 11.9, Outdoor Dining Area, and Section 11.10, Plaza.

...

11.6 Pocket Park

Arrangement	A sidewalk connection shall be provided to a sidewalk along a street Shall provide a sidewalk connection to a sidewalk along any adjacent street Shall be a non-linear shape that creates a gathering place or destination within a development Where a pocket park abuts a natural area, the pocket park open space set aside shall include the smallest area that encompasses the perimeter of the required features along the abutting side ...
Features	Two Four of the following features are required:...

...

SECTION XII. That Chapter 12, Landscape, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

12.10.4 Maintenance

A. The property owner shall be responsible for the maintenance of ~~1. A~~ all required landscape areas on the lot;

B. Street trees shall be maintained in accordance with the Municipal Code.

~~2 Street trees planted adjacent to the lot in conjunction with the development of the site, unless otherwise specified by the City or a homeowners association.~~

C. Homeowners associations are responsible for the maintenance of open space lots, **and** medians, ~~and street trees associated with the development.~~ **Street trees associated with the development shall be maintained in accordance with the Municipal Code.**

...

SECTION XIII. That Chapter 13, Fences, Walls, and Screening, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

13.1.1.B Fences and walls may be installed within drainage easements where permitted by the easement holder, but shall not block or divert natural drainage flow onto or off of any other property. Fence design examples that allow adequate drainage flow include shadow boxes, flat gates, aluminum fencing, or gaps at the bottom of the fencing. For fencing requirements in the floodplain, see Section 4.3, Floodway Fringe Overlay District.

13.1.1.C Fences and walls shall not:

~~3. Block or divert a natural drainage flow onto or off of any other property;~~

...

13.1.2.C Front Yard Fence and Wall Height

Side or Rear Yard	7 feet for residential uses and the OR district
-------------------	--

...

13.3.4.A Refuse areas, such as dumpsters, trash compaction, garbage or recycling collection, and other similar service areas shall be located away from frontages and to the side or rear of the building, **and at least five feet from any lot line.**

...

13.4 Maintenance Requirements

Fences, walls, and retaining walls shall be maintained in good repair and in a safe ~~and attractive~~ condition, such as replacement of missing, decayed, or broken structural or decorative elements...

...

SECTION XIV. That Chapter 14, Lighting, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

14.2.1.A

Maximum Illumination along Property Line of a Lot Other Than a Residential Lot	2
Maximum Illumination Abutting a Property Line of a Residential Lot	0

...

14.3.1 Parking Area Light Fixtures **for Residential or Mixed-Uses**

~~A-~~ Light fixtures intended to light parking areas ~~serving in residential uses or and mixed-uses development~~ shall:

...

Figure 14.3.1.A This ~~image~~ **graphic** demonstrates ~~examples of the different forms of~~ **ornamental** lighting fixtures. The Zoning Ordinance is hereby amended to remove the cobra head and off-road head fixtures from the graphic.

...

14.3.2 Parking Area Light Fixtures for Nonresidential Uses

~~B-~~ Light fixtures intended to light parking areas ~~serving in nonresidential uses development~~:

...

14.3.6.A.3 (String lights) Private streets, internal drives, and activated private alleys, **excluding fire lanes**,...

SECTION XV. That Chapter 15, Signs, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

15.1.5.A.2 Be aimed and shielded so that direct illumination is focused exclusively on the sign ~~area face~~; and...

...

15.1.5.B The sign or **light source** ~~device~~ shall not produce glare or illumination that ~~would create a nuisance or a safety hazard to adjacent property owners or the traveling public.~~ **could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners. Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.**

...

15.1.6.A Internal illumination of signs shall be limited to **light emanating only through** the letters, numbers, logos, and accent lines. The ~~main copy area or face of internally illuminated signs~~ **remainder of the sign area shall not be illuminated and** shall be opaque to prohibit light penetration.

...

15.1.6.D The sign or **light source** ~~device~~ shall not produce glare or illumination that ~~would create a nuisance or a safety hazard to adjacent property owners or the traveling public.~~ **could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners.** Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.

...

15.1.9.D **Commercial signs for residentially-occupied dwellings, except temporary signs as permitted by Section 15.18, Temporary Sign, and temporary construction site signs as permitted by Section 15.17, Temporary Construction Site Sign;**

...

15.1.9.R Any other sign not expressly permitted by this Ordinance, the Municipal Code, **all applicable building codes**, or the Historic District Design Guidelines, as applicable.

...

15.2 Overview of Sign Types Permitted by Location...

Sign Type Description	Permitted Zoning Districts
Flag: Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building. A piece of cloth, typically rectangular, attached by one edge to a pole	
Band Sign... a retail storefront/tenant space...	
Sandwich Board Sign:... retail storefront/tenant space...	
Vertical Blade Sign: A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at fronts a street intersection	

...

15.3 Awning Sign

Description	A sign that is part of or attached to the valance or face of an awning attached to a building ground floor retail storefront/ tenant space
-------------	--

...

15.4 Band Sign...

Description	... a retail storefront/tenant space
Quantity	Maximum of one per main entrance per retail storefront/tenant space on the ground floor, if no wall sign is present on the building

	Buildings five stories or more may have band signs as described above, in addition to permitted wall signs
Sign Area	...of retail storefront/tenant space ...
Placement	...a retail storefront/tenant space ...

...

15.7 Development Entrance Sign

Additional Standards	The base shall not exceed 25 percent of the sign area, but in no case shall this percentage change the maximum permitted sign area
----------------------	--

...

15.9 Flag...

Description	... Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building. A piece of cloth, typically rectangular, attached by one edge to a pole
-------------	--

...

15.10 Hanging Sign...

Sign Area	May have up to two sides, with a maximum of three 4.5 square feet per side
-----------	--

...

15.12 Sandwich Board Sign

Description	...in front of the retail storefront/tenant space
Quantity	...per ground floor retail storefront/tenant space
Placement	On the sidewalk in front of the retail storefront/tenant space and shall maintain 5 feet 48 inches of sidewalk clearance for pedestrian circulation Placement in the public right-of-way is permitted only in the HPO , subject to the Municipal Code

...

15.14 Vertical Blade Sign

Description	A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at fronts a street intersection
Quantity	Maximum of one per building frontage on a street intersection and may be used only if no

	other hanging signs exist on the ground floor retail storefront/tenant space below
Placement	At the corner of the building or at a change in massing near the corner of the building

...

15.15 Wall Sign

Quantity	Maximum of one per building façade only if no band sign exists on the building Buildings five stories or more may have wall signs as described above, in addition to permitted band signs
----------	---

...

15.16 Window Sign

Description	A sign placed within, affixed to, in contact with, or located within 12 inches of glazing a window and visible from the exterior
-------------	---

...

15.18 Temporary Sign...

Materials	Fabric, canvas, vinyl, plastic, metal , or a other material that has the same properties
-----------	---

...

SECTION XVI. That Chapter 16, Utilities, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XVII. That Chapter 17, Natural Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XVIII. That Chapter 18, Historic Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XIX. That Chapter 19, Review Bodies, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XX. That Chapter 20, Procedures, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

20.2.9 Public Notice Requirements...

Application	...	Timing
Plan Amendment	...	Mailed notice shall be postmarked at least 15 7 days prior to the neighborhood meeting
Development Plan	...	Mailed notice shall be postmarked at least 15 7 days prior to the neighborhood meeting

...

20.3.3 (Plan Amendment) Preliminary Meeting

...The applicant shall supply **any** preliminary information to the Department of Planning and Sustainability ~~at least three business days~~ prior to the meeting.

20.3.4 Pre-Application Requirements

A. The Planning & Sustainability Department may require a pre-application meeting with the applicant to review the draft plan amendment.

B. The applicant shall submit pre-application documents to the Department of Planning and Sustainability at least 14 days prior to the initial submittal.

20.3.9 FMPC Final Action

The FMPC shall review the plan amendment at a public hearing and vote **on a resolution** for: ...

...

20.10 Variance...

20.10.3 Pre-Application Requirements

The applicant shall meet with the Department of Planning and Sustainability prior to submittal of the application to review the variance request and the zoning requirements.

...

20.10.6.C Conditions of approval may be imposed **if the intent of the conditions is to uphold the general purpose and intent of this Ordinance.** ~~on the proposed use and the property to be developed or used pursuant to such approval as the BZA determines are required to ensure compliance with this Section~~

20.10.6.D **Nonconforming uses or structures shall not be grounds for a variance.** ~~The fact that a site or development does not conform to this Ordinance prior to the consideration of a variance application may not be used as a basis for the granting of a variance.~~

20.10.6.E **Self-imposed hardships, or actions taken by the applicant, rather than conditions unique to the lot in question, shall not be grounds for a variance.**

...

20.12.2.C Site plans shall be submitted for approval by the FMPC if the application includes:

3. Property within the HPO, **CAO1, CAO2, or CAO3;**

11. ~~A civic building.~~ **A use classified as civic and institutional per Subsection 5.1.3, Permitted Principal Uses by Zoning District.**

...

20.12.12.A.2. The gross ~~floor area~~ **square footage** of nonresidential buildings...

...

20.15 Building Permit

~~In addition to this Chapter, see the Subdivision Regulations and all applicable building codes.~~

20.15.1 Purpose

The purpose of a building permit is to ensure that construction adheres to all applicable building codes, ordinances, and regulations.

20.15.2 Applicability

A. Applications for building permits shall comply with all applicable building codes, ordinances, and regulations.

B. In addition to all other proposals that require a building permit, a building permit is required to construct a new parking pad or modify an existing driveway or parking. New residential driveways are subject to the requirements of the Department of Building and Neighborhood Services.

...

20.18 Appeal of Administrative Decision...

20.18.5 BZA Final Action

~~The BZA shall review and make a decision on the appeal in accordance with this Ordinance, State law, and the BZA bylaws.~~

The BZA shall review the application at a public meeting, hold a public hearing, and vote:

A. To uphold or reverse the administrative decision for an appeal where it is alleged by the applicant that there is error in an administrative decision;

B. To make a final interpretation on a boundary of the zoning map.

20.18.6 Review Criteria

A. For administrative decisions other than map interpretations, the An order, decision, determination, or interpretation shall not be reversed or modified, unless there is competent, material, and substantial evidence in the record that it fails to comply with either the procedural or substantive requirements of this Ordinance and State law.

B. For map interpretations, the BZA shall use the best available data to make a final interpretation of the zoning map boundary.

~~20.18.7 Conditions~~

~~The BZA may impose conditions upon an affirmative decision to ensure that the requirements and purpose of this Ordinance are followed in the order, decision, determination, or interpretation.~~

...

SECTION XXI. That Chapter 21, Performance Agreements, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strike through~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

21.5.3.A If the applicant's request is within ~~seven~~ **eight** years from the date of receipt of a fully executed performance agreement, the Department of Planning and Sustainability shall be the administrative review body...

...

21.5.3.B If the request is after ~~seven~~ **eight** years from the date of receipt of a fully executed performance agreement, the FMPC shall be the review body.

...

SECTION XXII. That Chapter 22, Enforcement, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

SECTION XXIII. That Chapter 23, Definitions and Interpretations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~striketrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

...

23.3 Abbreviations

Max Maximum

Min Minimum

...

23.4 Defined Terms

...

Accessible Parking Space

A space designated for the parking or temporary storage of one ~~motor~~ vehicle in addition to the space necessary for the ingress and egress from the vehicle by a disabled person and any equipment needed for that purpose.

...

Accessory Building

A type of accessory structure that is fully-enclosed with a roof and walls.

...

Accessory Structure

A structure that is on the same lot as a principal building and is incidental to the principal building or permitted use. The accessory structure is less significant than the principal building in square footage, building height, and economic importance. **An accessory structure is typically detached from the principal building, but may be connected to the principal building by a breezeway.**

...

Accessory Structure Serving a Dwelling

An accessory structure used for a purpose customarily incidental and subordinate to a dwelling, such as a detached garage, carport, home office, bonus room, home workshop, pool house, tool house, greenhouse, shed, garden shelter, or any combination thereof. An accessory structure is typically detached from the principal building, but may be connected to the principal building by a breezeway. This definition does not include an accessory dwelling.

...

Abut

...Where not describing land, property, lot lines, or parcel lines, abut describes touching or sharing a common boundary with.

...

Active Construction Site

Any site that is under active construction and has a current and valid building permit.

...

Adjacent

...Where not describing land, property, lots, or parcels, adjacent describes being next to or nearby one another.

...

Administrative Decision

A decision in an order, requirement, permit, interpretation, or refusal made by any administrative official in carrying out or enforcing any provision of this Ordinance.

...

Aggregate Caliper Inch

The combined total number of caliper inches of existing and proposed trees used to meet a landscape planting requirement within a required landscape area. Caliper inch sizes for individual proposed trees are measured as indicated in the American Standard for Nursery Stock (ANSI 260.1-2004). Caliper inch sizes for existing trees shall be measured in Diameter at Breast Height (DBH).

...

Agricultural Structure

A structure used in agricultural operations.

...

Breezeway

A roofed outdoor passage, as between a house and a garage.

...

Building Site

Either: (a) a parcel of land that has not been subdivided as a separate lot, which is designated by an applicant as a building site in a development plan, site plan, or permit application, and which accommodates, or is available to accommodate, a principal building or (b) a lot.

...

Building Type

A classification of a building. Building types are described in Section 6.2, Overview of Building Types.

...

Cobra-Head Style Fixture

Light fixture consisting of an oval-shaped head and curved arm mounted to a pole. This type of light is typically used to light parking areas or other outdoor areas.

...

Construction Dumpster

Temporary trash receptacles used to hold waste from construction projects.

...

Construction Trailer

Mobile structures used to accommodate temporary offices, dining facilities, and storage of building materials during construction projects.

...

Carnival

A type of temporary use that typically consists of amusement rides and games.

...

Carport

A type of accessory structure. ...

...

Commercial Sign

Any sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

...

~~Copy Area~~

~~The smallest geometric shape that encloses all graphics, letters, and logos of the sign face. Graphic~~

...

Deferred Parking

A portion of the required parking associated with a use that is not installed at the time of construction, but delayed or deferred **as described in Paragraph 10.1.10.C, Deferred Parking.** ~~until a parking demand study can be completed to determine if the additional required parking is needed.~~

...

~~Dormer Window~~

A roofed structure that contains a window and projects vertically from the plane of a sloping roof. ~~A gabled extension built out from a sloping roof to accommodate a vertical window.~~

...

Double Frontage Lot

A lot having frontage on two parallel streets or approximately parallel streets.

...

Drive Aisle (of a Parking Area)

...

Driveway

A vehicular access way with a lot, building site, or development site from a street or internal drive to provide access ~~only~~ to a parking area, garage, parking structure, or building entrance.

...

Driveway Apron

The portion of the driveway extending from the edge of the pavement of the street to the back of sidewalk section, or the right-of-way line if no sidewalk exists.

...

Event Tent

Collapsible tents and membrane structures used as temporary shelter for events and parties.

...

~~Face Brick~~

~~Nonstructural brick or similar masonry material that is applied as a veneer to a wall or foundation or decorative element.~~

...

Family

~~... A person is considered to be a permanent occupant if such person:~~ **Determination of whether a person is considered to be a permanent occupant is based on the following criteria:...**

...

Farm Animal

~~An animal kept for agricultural purposes. This use includes , including animals raised for home use or for profit, such as cattle, or horses,~~ **goats, or other domestic livestock.**

...

Feather Banner

A type of sign that has the general shape of a feather. Also called feather sign or feather flag.

...

Flag Lot

A lot configured so that access to the street is provided by a linear strip of land and the bulk of the buildable portion of the lot is located behind one or more other lots.

...

Frontage Type

A classification of frontage. Frontage types are described in Section 7.2, Overview of Frontage Types.

...

Front Lot Line

The boundary line of a lot, which typically abuts an existing or proposed street or internal drive.

...

Front Yard

The open area located between the front façade of a building or structure and the front lot line. ~~boundary of a lot that typically is the edge of an existing or proposed street right-of-way.~~ The front yard extends the entire width of the lot.

...

Garage/Yard Sale

The occasional sale of miscellaneous household goods in the garage or yard of a resident's dwelling.

...

Grid-Street Network

A system of higher and lower order streets that are generally arranged in a pattern where most streets and internal drives are connected and dead end streets are minimized.

...

Hillside Plan

~~Separate sheets of a submittal for a development application that show how the development is designed with the natural topography, steep slopes, viewshed, and treed areas. It can be part of a development plan, site plan, or preliminary plat.~~

...

Home Occupation

~~Any commercial or business use requiring a business license associated with a residential dwelling unit that is conducted as an accessory use as described by Paragraph 5.2.7.H, Home Occupations. within a residential dwelling unit for the economic gain or support of a resident of the dwelling and is incidental and secondary to the residential use and that does not adversely or perceptively affect the character of the property or surrounding area.~~

...

Landscape Frontage

A frontage type described as such in Section 7.5, Landscape Frontage.

...

Large-Scale Office Building

The principal building type described as such in Section 6.9, Large-Scale Office Building.

...

Mobile Food Vendor

A type of temporary use as defined by the Municipal Code.

...

Multifamily (Use Type)

A type of residential use within a building containing five or more individual dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living, and may include units for sale or rent. **This definition also includes any number of attached dwelling units above ground floor nonresidential use in a commercial/mixed-use building.**

...

Off-Road Head Style Fixture

Light fixture consisting of a rectangular head and arm affixed to a pole. This type of light is typically used to light parking areas or other outdoor areas.

...

One-Half Story

...

Ornamental Fixture

A pole-mounted light fixture with an ornamental head, such as a colonial head, coach head, acorn head, or other decorative head.

...

Open Space Type

A classification of open space. Open space types are described in Section 11.2, Overview of Open Space Types.

...

~~Parking Demand Study~~

~~An analysis of the total number of parking spaces required in order to accommodate the maximum number of vehicles for parking purposes by a particular use or site at any given time, including the parking requirements for all employees, occupants, clients, and visitors.~~

...

Parking Bay

A parking area consisting of one row of parking spaces or stalls and the **drive aisle from which motor vehicles enter and leave the spaces.**

...

Parking Frontage

A frontage type described as such in Section 7.4, Parking Frontage.

...

Parking Pad

An improved surface located on a residential lot for vehicle parking.

...

~~Pasture Animal~~

~~Any horse, cow, goat, or other domestic livestock.~~

...

~~Prime Agricultural Lands~~

...

~~Portico~~

~~A porch or walkway with a roof supported by columns, often leading to the entrance of a building.~~

...

~~Produce Stand~~

~~A building or structure used for the retail sales of fresh fruits, vegetables, flowers, herbs or plants grown on the same parcel of land where the stand is located. Such use may also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts. No commercially packaged handicrafts or commercially~~

~~processed or packaged foodstuffs shall be sold. Such uses also include “pick your own” establishments where customers gather their own produce from the fields for purchase of off-site consumption.~~

...

Rear Lot Line

The **rear** boundary line of a lot which is generally opposite **of**, and does not intersect, the front **lot** line.

...

Rear Yard

The open area, except as otherwise authorized in this Ordinance, located between the rear **of facade** of a building or structure and the rear ~~boundary of a lot~~ **line**, and extending from one side lot line to the other side lot line.

...

~~Major~~ Recreational Equipment

A vehicle or portable structure transportable on a mobile chassis, designed to be used for recreational and vacation uses, including travel trailers, pickup campers, coaches, motorized dwellings, tent trailers, boats, boat trailers, other motorized watercraft, and other similar recreational equipment.

...

Residential Development Sales Office/Model Home

Temporary real estate sales offices used for the initial sale or lease of properties or buildings, or a display home used to show the living space and features of homes available within a developing residential development.

...

Retail Storefront

The front facade and entryway of a retail store on the ground floor of a building.

...

Ribbon Driveway

A type of driveway that consists of two parallel tracks of paved material and separated by grass strip.

...

Seasonal Sales

~~The temporary sale of goods or products associated with the season or a cultural event, such as the sale of Christmas trees, pumpkins, or seasonal produce. Such sales typically take place in locations not devoted to such sales for the remainder of the year.~~

...

Seasonal Agricultural Sales

Temporary retail sales of fresh fruits, vegetables, flowers, herbs, or plants. Such use may also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts.

...

Sign Type

A classification of a sign. Sign types are described in Section 15.2, Overview of Sign Types.

...

~~Side or Rear Wing~~

~~Massing forms of a building subordinate to the main body attaching to the side or rear faces of the main body. Side or rear wings are typically one to one to one and a half stories, set back from the front facade of the house, and do not exceed one third of the width of the main body.~~

...

Start of Construction

For the purposes of Section 17.6, Floodplain Regulations, includes...

...

State Highway

An officially designated highway or route of the State of Tennessee, which is therefore subject to the rules and regulations of the Tennessee Department of Transportation.

...

~~Substantial Improvement within the FFO Overlay District~~

...

Tenant Space

The portion of a building being occupied or leased for the purchase or use of goods and services.

...

Tandem Parking

~~A parking space within a group of two or more parking spaces arranged one behind the other.~~

...

Teardown

~~The act or process of disassembling, demolishing, or destroying a building or structure.~~

...

Temporary Holiday Storage in a Shipping Container

A shipping container used for holiday storage that serves an existing principal use.

...

Temporary Place of Business

An approved structure intended to provide a temporary place of business on a site where the previous place of business was destroyed or deemed unsafe for human occupancy by natural disaster or hazard.

...

Temporary Storage in a Shipping Container

A storage shipping container that serves an existing principal use.

...

Temporary Structures for Institutional Uses

Modular classrooms or portable buildings serving institutional uses.

...

Ten-Year Floodplain Zone

The area which has a minimum statistical probability of one in ten of being flooded in any given year.

...

Trellis

~~A structure of open latticework, especially one used as a support for vines and other creeping plants.~~

...

Quick Service Restaurant

A type of restaurant that serves fast service food cuisine.

...

Urban Frontage

A frontage type described as such in Section 7.6, Urban Frontage.

...

Valet Parking

A parking service described as such in the Municipal Code and Subsection 10.1.10, Alternative Parking Plan.

...

Vehicle

A car, truck, or motorcycle, but excluding recreational equipment.

...

Viable Tree

~~An existing healthy tree located on a development site or lot that has a high probability for continued life following the completion of development.~~

...

Yard Frontage

A frontage type described as such in Section 7.3, Yard Frontage.

...

SECTION XXIV. That the Department of Planning and Sustainability is authorized to make administrative clerical revisions to the zoning text so long as the changes are not substantive, such as cleaning up tables, clerical word corrections, typographical errors, table of contents adjustments, header and footer adjustments, font adjustments, amending graphics and supporting explanations based on approved zoning text, and adding or correcting references.

SECTION XXV. That the following described properties shall be, and are hereby, rezoned from its existing zoning classification to the proposed zoning district:

Premises Considered

Address	Map-Parcel	Acres	Existing Zoning	Proposed Zoning
846 Lewisburg Ave	078-10100	4.2	R2	CI
1115 Carriage Park Dr	078-09903	N/A	R2	CI
1140 Thompson Alley	078K-01000	N/A	R2	CI
204 Old Liberty Pk	063M-01101	N/A	R4	CI
134 2 nd Ave N	078C-01600	0.29	PD	DD
1106-A Hooper Lane	063L-00600	N/A	PD	R4
Rucker Park PUD Subdivision including:				
118 Rucker Ave	078P-03100	N/A	R4	PD
117 Rucker Ave	078P-03700	N/A	R4	PD
155 Velen Ct	078P-03200	N/A	R4/PD	PD
157 Velen Ct	078P-03300	N/A	R4/PD	PD
159 Velen Ct	078P-03400	N/A	R4/PD	PD
161 Velen Ct	078P-03500	N/A	R4/PD	PD
163 Velen Ct	078P-03600	N/A	R4/PD	PD

SECTION XXVI. That the attached Location Maps shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION XXVII. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

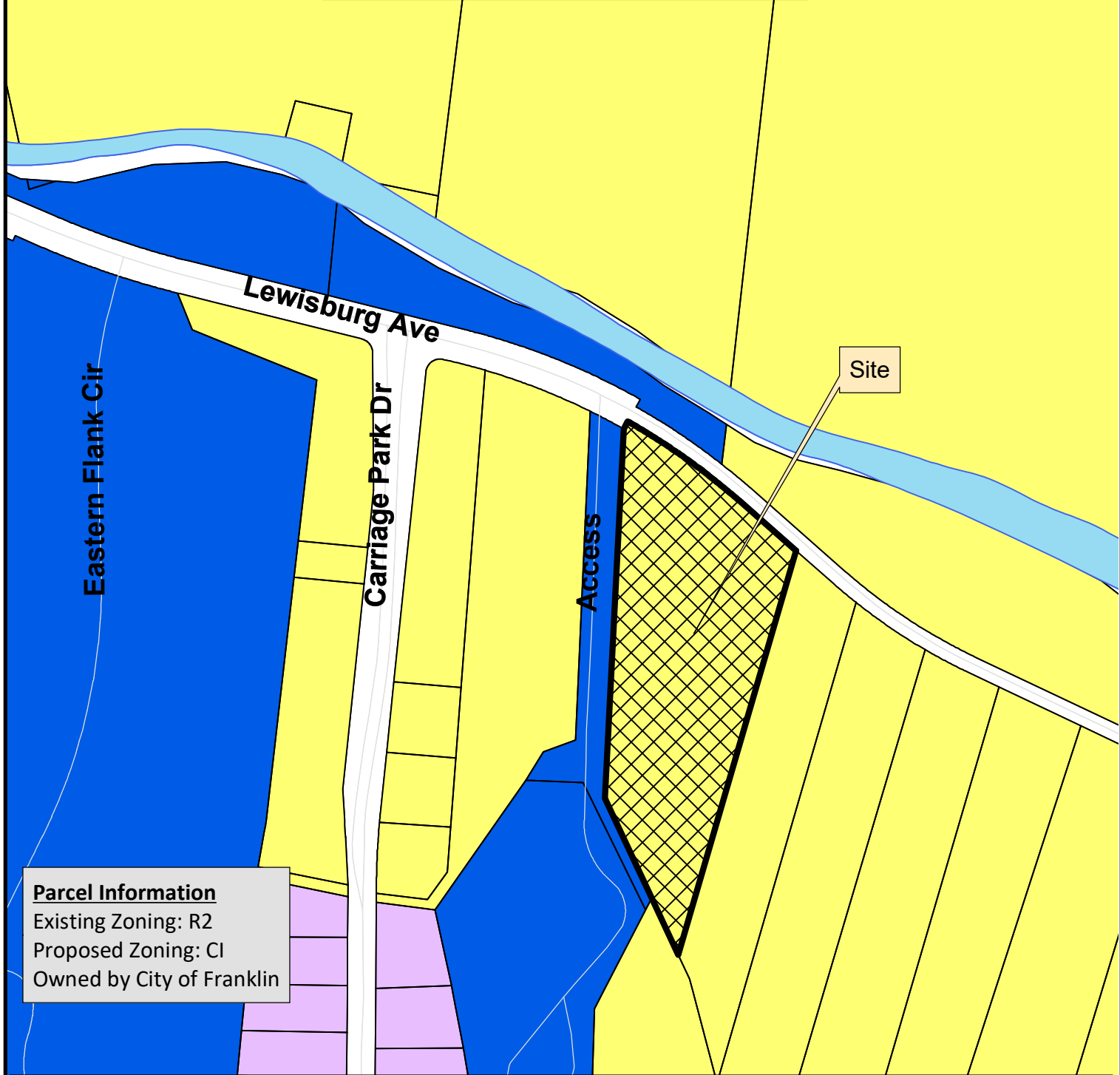
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
846 LEWISBURG PIKE
9/24/2020



Parcel Information
Existing Zoning: R2
Proposed Zoning: CI
Owned by City of Franklin

-  846 Lewisburg Pike
-  R2 Residential 2 District
-  PD Planned District
-  CI Civic Institutional District
-  Harpeth River

0 325 650
Feet



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1115 CARRIAGE PARK DRIVE
9/24/2020

Eastern Flank Cir

Lewisburg Ave

Carrriage Park Dr

Site

Access

Project Information
Existing Zoning: R2
Proposed Zoning: CI
Parcel owned by City of Franklin



1115 Carriage_Park



PD Planned District



R2 Residential 2 District



CI Civic Institutional District



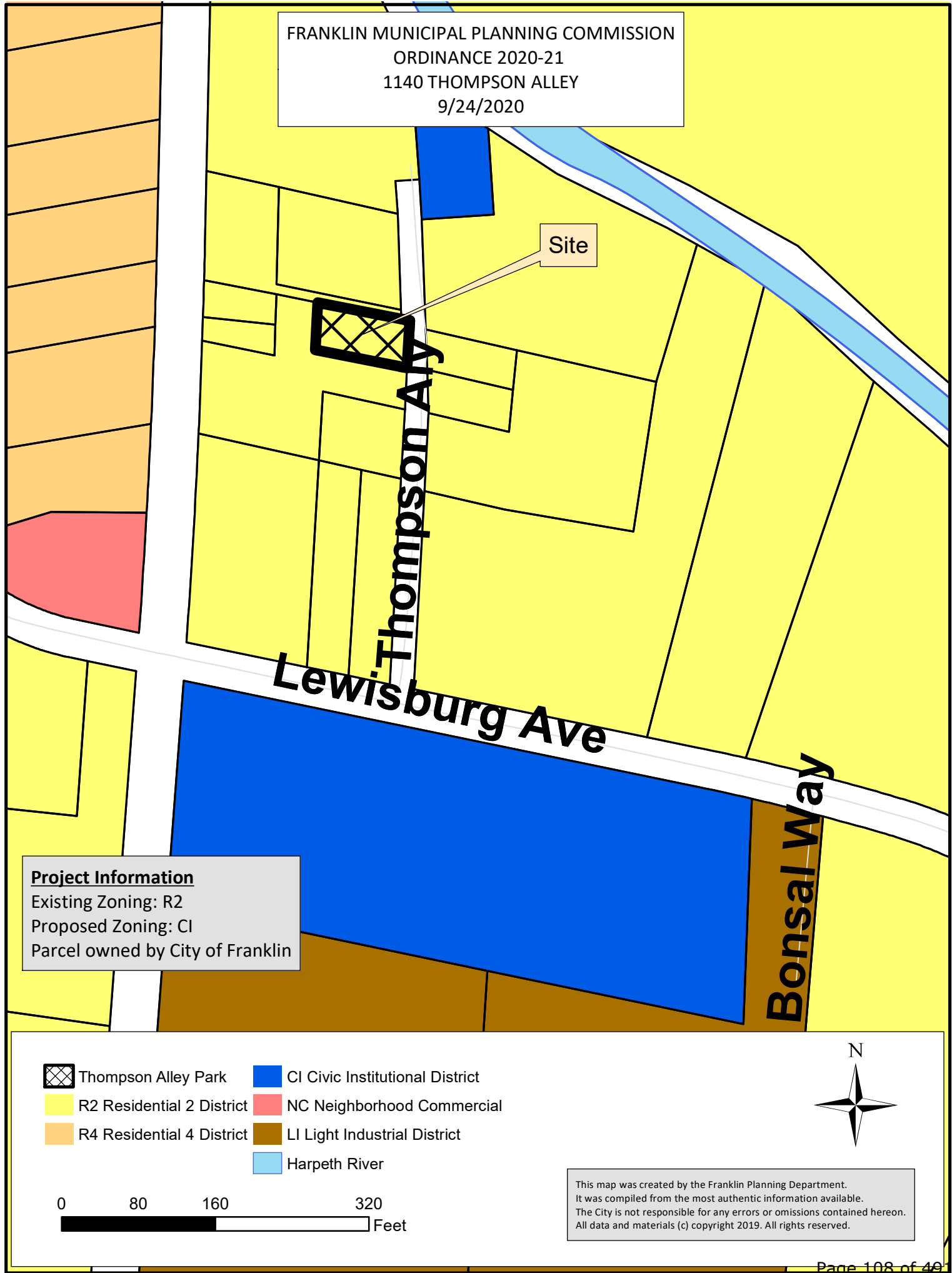
Harpeth River

0 110 220 440
Feet

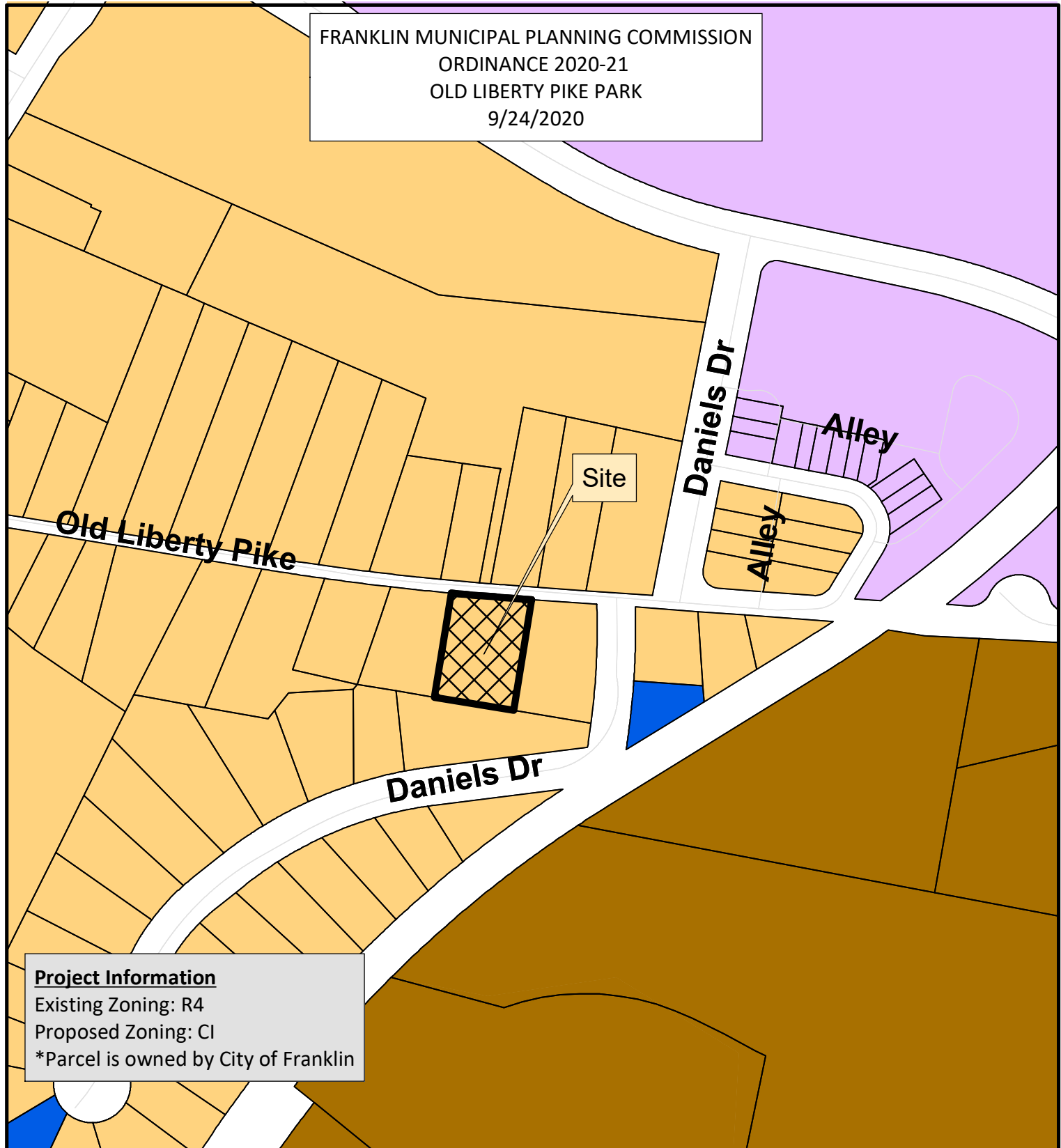


This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1140 THOMPSON ALLEY
9/24/2020



FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
OLD LIBERTY PIKE PARK
9/24/2020



Project Information
Existing Zoning: R4
Proposed Zoning: CI
*Parcel is owned by City of Franklin

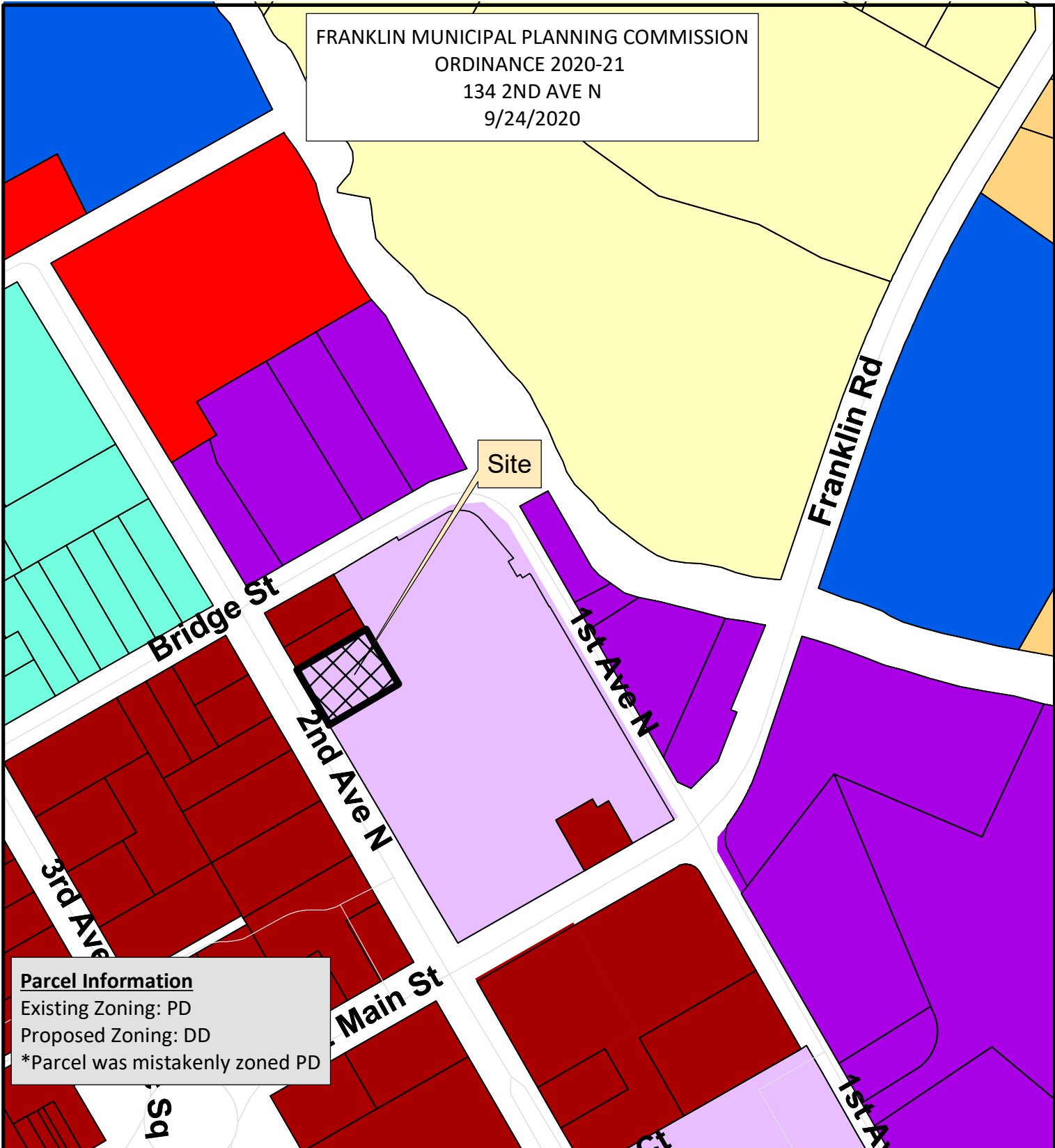
- | | |
|---|---|
|  204 Old Liberty Pike |  CI Civic Institutional District |
|  R4 Residential 4 District |  1ST Avenue District |
|  PD Planned District |  LI Light Industrial District |

0 275 550
Feet



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
134 2ND AVE N
9/24/2020



Parcel Information
Existing Zoning: PD
Proposed Zoning: DD
*Parcel was mistakenly zoned PD

- | | |
|--|---|
|  134 2nd Ave N |  CI Civic Institutional District |
|  R1 Residential 1 District |  CC Central Commercial District |
|  R4 Residential 4 District |  DD Downtown District |
|  PD Planned District |  1ST Avenue District |
|  OR Office Residential District | |

0 275 550
Feet



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

Access

FRANKLIN MUNICIPAL PLANNING COMMISSION
ORDINANCE 2020-21
1106-A HOOPER LANE
9/24/2020

Site

Hooper Ln

Franklin Rd

Morningside Dr

Harpeth Indus

Access

Project Information

Existing Zoning: PD
Proposed Zoning: R4

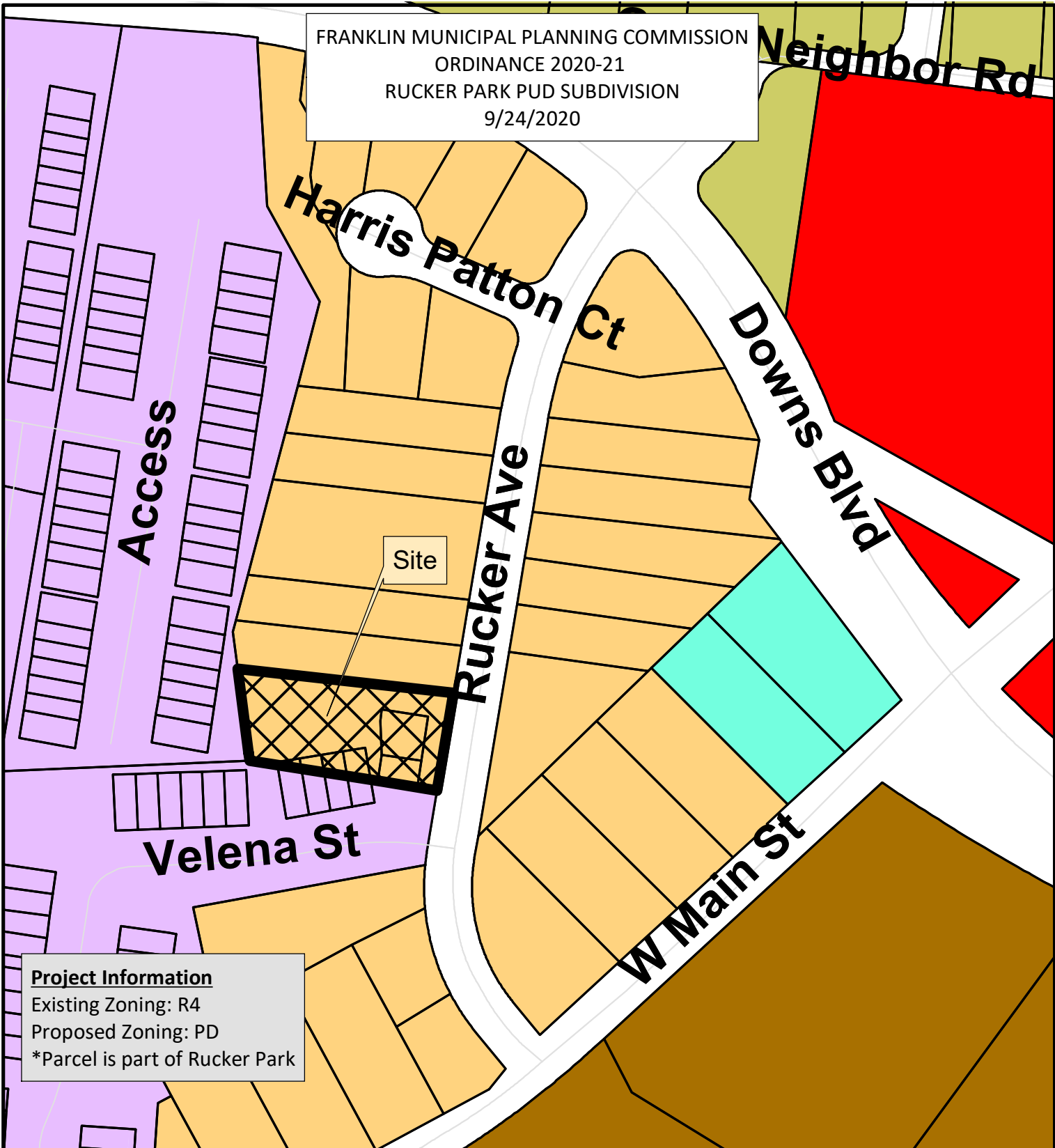
- | | |
|--|---|
|  1106-A Hooper_Lane |  CI Civic Institutional District |
|  ER Estate Residential District |  CC Central Commercial District |
|  R4 Residential 4 District |  LI Light Industrial District |
|  PD Planned District | |

0 115 230 460
Feet



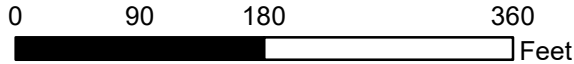
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2019. All rights reserved.

FRANKLIN MUNICIPAL PLANNING COMMISSION
 ORDINANCE 2020-21
 RUCKER PARK PUD SUBDIVISION
 9/24/2020



Project Information
 Existing Zoning: R4
 Proposed Zoning: PD
 *Parcel is part of Rucker Park

- | | |
|---|--|
|  118_Rucker_Ave |  OR Office Residential District |
|  R3 Residential 3 District |  CC Central Commercial District |
|  R4 Residential 4 District |  LI Light Industrial District |
|  PD Planned District |  HI Heavy Industrial District |



This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
 All data and materials (c) copyright 2019. All rights reserved.

Zoning Ordinance Cleanup Amendment

Wednesday, August 26, 2020

642

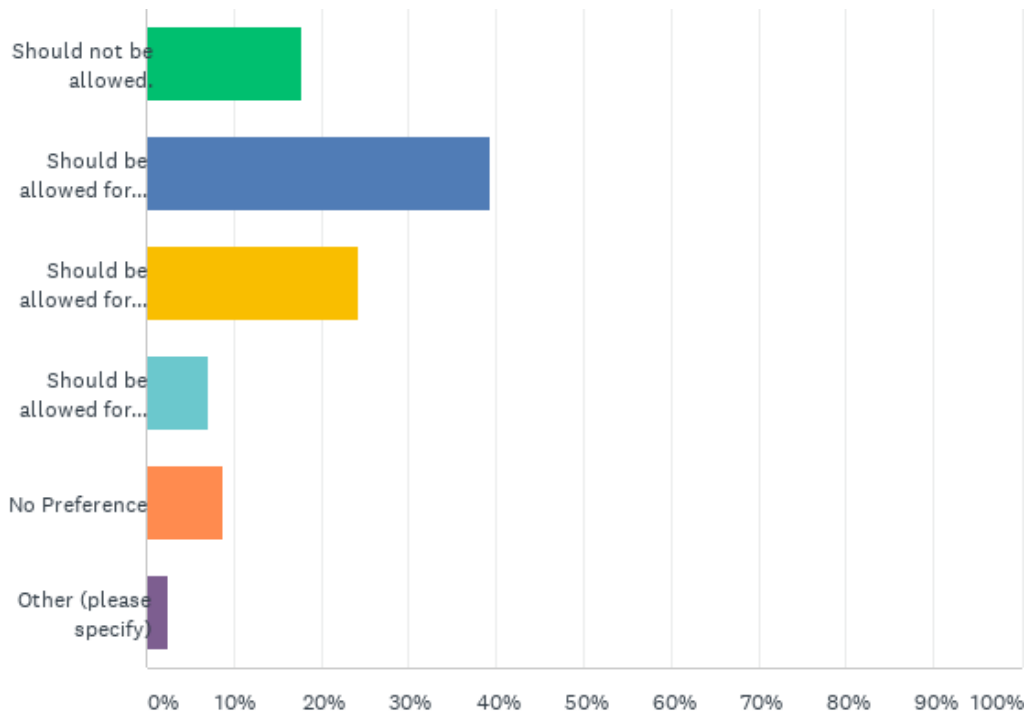
Total Responses

Date Created: Monday, August 10, 2020

Complete Responses: 642

Q1: The Zoning Ordinance does not currently permit residents in neighborhoods to operate swim lessons as a business in their backyard pools. Should residents in neighborhoods be allowed to operate swim lessons as a business in their backyard pools?

Answered: 642 Skipped:



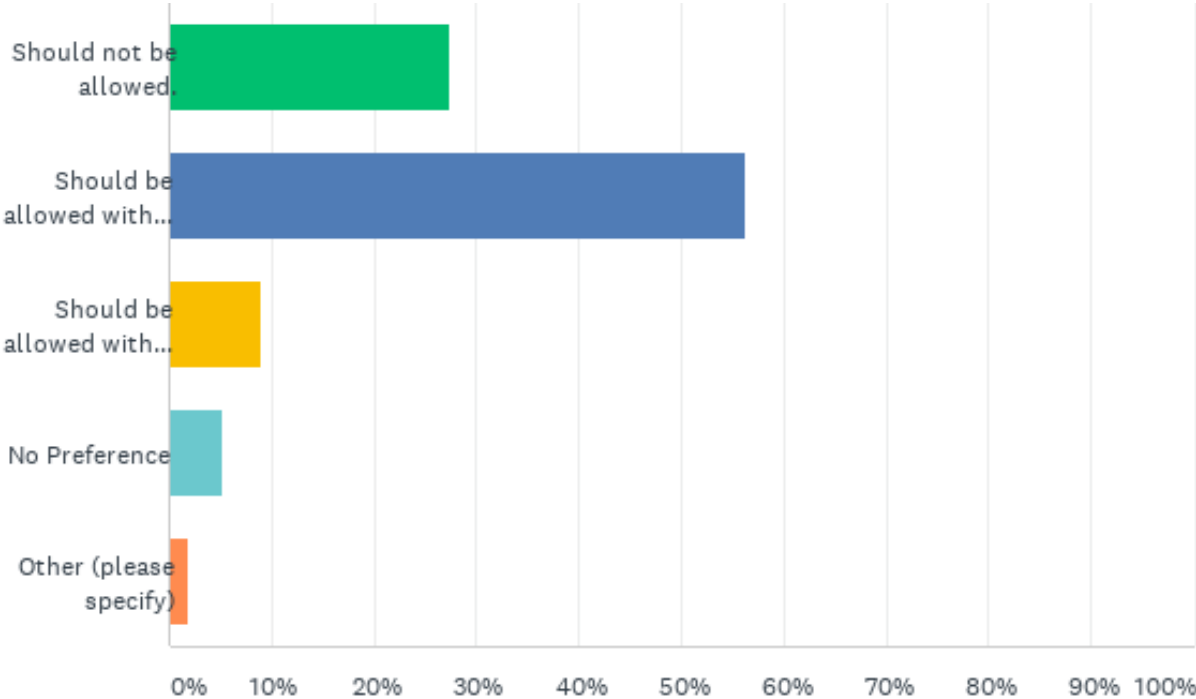
Q1: The Zoning Ordinance does not currently permit residents in neighborhoods to operate swim lessons as a business in their backyard pools. Should residents in neighborhoods be allowed to operate swim lessons as a business in their backyard pools?

Answered: 642 Skipped: 0

ANSWER CHOICES	RESPONSES	
Should not be allowed.	17.76%	114
Should be allowed for individual lessons to limit potential noise and traffic.	39.41%	253
Should be allowed for group lessons up to a certain maximum at a time	24.30%	156
Should be allowed for group lessons without limitations on a maximum size at a time.	7.17%	46
No Preference	8.88%	57
Other (please specify)	2.49%	16
TOTAL	642	

Q2: The Zoning Ordinance does not currently permit residents in neighborhoods to operate pet grooming and pet sitting businesses in their homes. Should residents in neighborhoods be allowed to operate pet grooming and pet sitting businesses in their homes?

Answered: 641 Skipped: 1



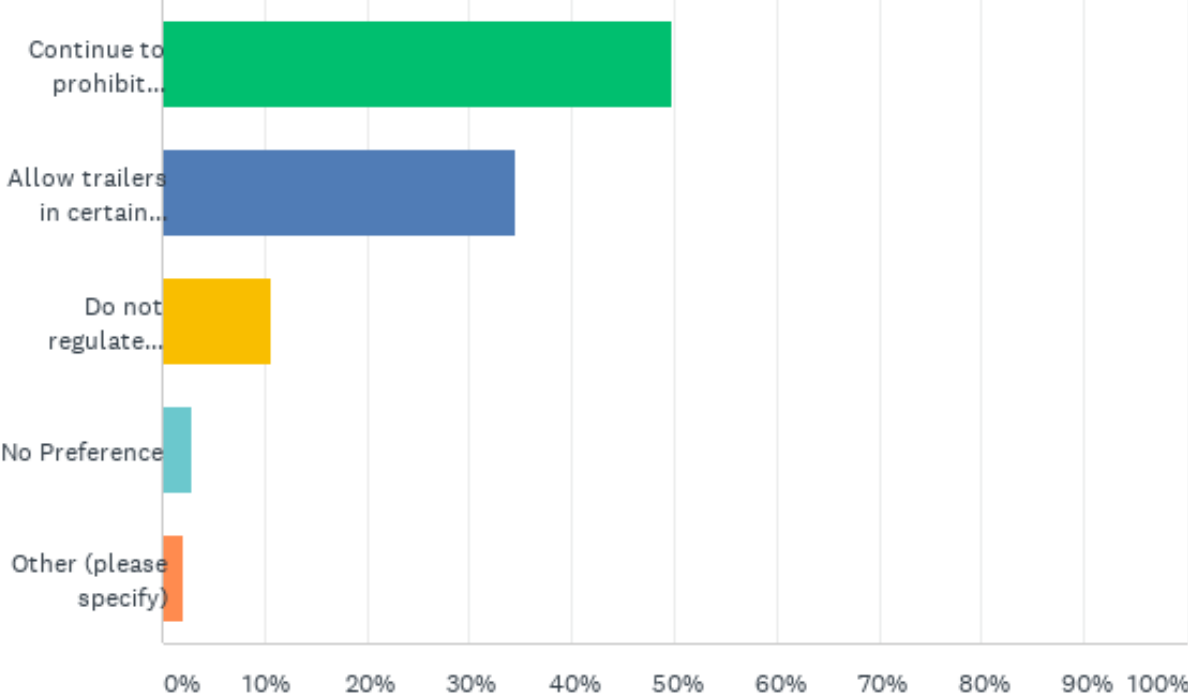
Q2: The Zoning Ordinance does not currently permit residents in neighborhoods to operate pet grooming and pet sitting businesses in their homes. Should residents in neighborhoods be allowed to operate pet grooming and pet sitting businesses in their homes?

Answered: 641 Skipped: 1

ANSWER CHOICES	RESPONSES	
Should not be allowed.	27.46%	176
Should be allowed with limits on the maximum number at a time to limit potential noise and traffic.	56.32%	361
Should be allowed without limitations on the maximum number at a time.	9.05%	58
No Preference	5.30%	34
Other (please specify)	1.87%	12
TOTAL	641	

Q3: Trailers that attach to vehicles are prohibited in residential neighborhoods by the Municipal Code. Should the City continue to prohibit parking and storage of trailers in neighborhoods?

Answered: 642 Skipped: 0



Q3: Trailers that attach to vehicles are prohibited in residential neighborhoods by the Municipal Code. Should the City continue to prohibit parking and storage of trailers in neighborhoods?

Answered: 642 Skipped: 0

ANSWER CHOICES	RESPONSES	
Continue to prohibit trailers in neighborhoods.	49.69%	319
Allow trailers in certain locations on residential lots, such as behind the house.	34.42%	221
Do not regulate trailers in neighborhoods.	10.75%	69
No Preference	2.96%	19
Other (please specify)	2.18%	14
TOTAL	642	

Q4 Please list any other zoning ordinance related concerns you think should be evaluated as part of this clean up amendment.

Answered: 100 Skipped: 542

Zoning Ordinance Cleanup Amendment

#	RESPONSES	DATE
1	Envision Franklin 'zoning' being changed due to potential tax revenue increase greed by City of Franklin.	8/26/2020 8:23 AM
2	Limit number of vehicles that can be parked on a driveway of single family homes	8/26/2020 7:19 AM
3	Please fine any dog owner who bags his/her dog's "business" but then throws the bags on the ground for someone else to remove. This is a growing problem in our neighborhood. Lots of bright blue and orange plastic bags full of dog poo laying on the sidewalk or grass.	8/26/2020 7:18 AM
4	The power lines should be buried in an effort to enhance the aesthetic of the county. IE: the visual noise along I65/Hwy 96 is appalling.	8/26/2020 1:07 AM
5	Vacation rentals are available in neighborhoods where prohibited. Stricter enforcement of ordinances should occur to stop these rentals or ordinances created to ban these rentals. They are disruptive to neighborhoods and prevent the quiet home enjoyment of property owners. In my opinion, no rental properties should be allowed in subdivisions in Franklin.	8/26/2020 12:29 AM
6	Limit #if vehicles on property. My subdivision fairly certain auto shop operating out of house	8/25/2020 10:53 PM
7	STOP changing what is already zoned as residential to commercial just bc someone bought residential land in hopes to get it changed bc they didn't want to pay commercial land costs.	8/25/2020 9:24 PM
8	Please stop allowing changes to the envision Franklin plan. We do not want continued zoning changes in residential and farm areas. The area in Ladd Park by the Agricultural center should remain residential. The Ice arena and sports complex would be horrible for our home values and cause noise, light and traffic issues for over 1000 homes. Developers could easily choose an area in Berry Farms for this. And the area by the farm on the West side of Franklin needs to be left alone as it would cause a negative effect on a flood plain. We need leaders who are considerate of our community and committed us, not the big developers.	8/25/2020 7:57 PM
9	Increase enforcement of NO golf carts/mopeds/motorized razor scooters on neighborhood streets	8/25/2020 7:49 PM
10	Cluster mailbox design should enforce safe vehicular access to pedestrians and surrounding neighbors. Cars should be forced to pull in forward and pull out forward without the need to backing up.	8/25/2020 7:38 PM
11	Please address the overgrowth life the area. It is too much, too fast and short sighted for our future.	8/25/2020 3:02 PM
12	Neighborhoods should remain residential with no businesses allowed that distract from the peace and tranquility of people living in their homes. Residents depend on the security of the neighborhood and don't need people in and out of their neighborhoods all hours of the day and night	8/24/2020 11:47 PM
13	Limitation of overdevelopment of the Franklin area.	8/24/2020 11:21 PM
14	Let The HOA decide if campers can be stored on residential lots. This isn't a job for the city to worry about.	8/24/2020 11:05 PM
15	Commercial vehicles parked at residences? Just a question.	8/24/2020 10:37 PM
16	I'd like less chemicals dumped in the Harpeth River. I'd like more sidewalks and bike lanes, and some low income or affordable housing built close to good schools. I'm fine with denser housing units, as long as it's not ridiculously expensive apartments with poor infrastructure. I'd like more people who drive to work in this county be able to live here too. I don't like how Nashville just keeps packing in expensive housing that teachers and working people can't afford. Families shouldn't have to come from money to live here.	8/24/2020 10:11 PM
17	Do not allow parking on street in neighborhoods.	8/24/2020 9:55 PM
18	Street parking on both sides of residential streets should be limited.	8/24/2020 9:55 PM
19	Cars parked on neighborhood streets	8/24/2020 9:46 PM
20	Please quit allowing apartments to be built along Royal Oaks, the traffic is already overwhelming the road system.	8/24/2020 8:52 PM
21	RVs/ boats also should not be allowed to park in driveways.	8/24/2020 8:05 PM

Zoning Ordinance Cleanup Amendment

22	Size of lots should not be reduced and instead kept as initially listed in Envision Franklin. Respect the current residents; not the land developers.	8/24/2020 8:02 PM
23	mixed use areas, arbnb, apartments	8/24/2020 7:19 PM
24	HOA's have lots of rules for people who want rules. The city government should back of as much as possible.	8/24/2020 6:15 PM
25	The laws to own chickens should be lessened	8/24/2020 6:04 PM
26	No semis should be allowed to park in neighborhoods	8/24/2020 6:01 PM
27	Too many "temporary" signs are always there! Thst mattress place near Sams Club is a bad offender. Looks trashy. Also/ businesses hiring people to stand by signs. Abolish thus!	8/24/2020 5:13 PM
28	Parking in front yards should be an absolute NO.	8/24/2020 4:52 PM
29	Allow tree houses and less strict remodeling codes for those of us who want to fix our homes. These rules should be in H.O.A. neighborhoods only!!!!	8/24/2020 4:31 PM
30	Prohibit building near crest of hills and ridges. Make a greenway out of the land under the power transmission lines running from Liberty Hills CHS area to Pinkerton Park.	8/24/2020 4:29 PM
31	I doubt this is related but I'd sure like the noise ordinance/regulation for the Vulcan plant another look given the number of residential neighborhoods that are now close and being disturbed and probably damaged, as well.	8/24/2020 4:14 PM
32	No open burning should be allowed in the city or the county unless the property is in a completely rural area.	8/24/2020 4:00 PM
33	Enforce Parking on the wrong side of the road. Drivers must park with their car following the direction of traffic. A lot of people face the wrong way, and in the dark dark areas, since headlights aren't reflective like tail lights are, it can be difficult to see/navigate - especially tight streets!	8/24/2020 3:48 PM
34	Zero lot line plans should be rejected out of hand. Dense population, low income housing and lack of space between houses is not the quaint look and feel we opted for in choosing Franklin as our home. It sends a message of greed and disrespect for a high quality standard of living, breeds crime and leads to transients passing through who don't care about preserving our small town way of life.	8/24/2020 3:41 PM
35	Stop allowing apartments and condos to be built	8/24/2020 3:36 PM
36	People should not be able to leave appliances, furniture, or other large debris on the curb. It makes our streets look like a landfill and the perceived value of the homes go down. People should only be able to leave tree/leaves debris up to 1-2 days before the truck comes to pick it up. Sometimes it sits out for weeks, sometimes blocking the road.	8/24/2020 2:40 PM
37	Stop ruining the city with building	8/24/2020 2:34 PM
38	Individual swimming lessons and parked trailers are quiet activities that don't seem to have the possibility of creating a nuisance for neighbors. Pet sitting and grooming however seems like something that would easily be noticed by neighbors. It'd be great for zoning ordinances to be consistent regardless of HOA rules. The neighborhood immediately behind my house is in a different HOA which has a very different set of rules, so just standing in my yard I see inconsistencies, which defeats the supposed benefit of having an HOA when both sets of houses are in the same city! E.g. my HOA says "no sheds" but theirs says "sheds are allowed"	8/24/2020 2:01 PM
39	Cars parked on grass should be enforced.	8/24/2020 1:53 PM
40	Please, PLEASE--- get rid of the stupid signs for open houses and new homes for sale that the developers and home builders put up EVERY WEEKEND BY THE HUNDREDS ALL AROUND FRANKLIN. THEY ARE ILLEGAL! ENFORCE IT!!!!	8/24/2020 1:51 PM
41	There are many houses in my neighborhood that look like a used car lot with 5+ vehicles. Many are parked on the street and there is very little room to drive through. Overnight street parking should not be allowed in the city limits.	8/24/2020 1:50 PM
42	I think the city should be required to maintain their property. I live in Buckingham and since the	8/24/2020 1:48 PM

Zoning Ordinance Cleanup Amendment

city expanded Mack Hatcher, the hill behind my house is a jungle. They have never did any weedeating or cleaning. The hill is steep so they are just letting it grow wild. Before the city imposed sanctions on others. How about tending to their land?

43	There should be a noise ordinance for cars and trucks that have modified their mufflers. We do not need load cars or trucks on our streets. Lived with 4:30 am load cars leaving for work. I really feel bad for the moms with babies and small kids getting woken up at that time. Franklin Green	8/24/2020 1:46 PM
44	Please, please, please slow the growth in our great city. More and more people are talking about moving to Maury County. Our roads and schools are too crowded. We are becoming like every other city that didn't control it's growth and gave in to greedy developers.☺ We need to preserve the beauty of the area. These other things listed in the survey are trivial in comparison... Thank you for listening.	8/24/2020 1:46 PM
45	Reduce density of new developments.	8/24/2020 1:45 PM
46	Not sure if this applies, but several times now, we have been UNABLE TO ENTER OUR NEIGHBORHOOD STREET due to the several huge Lawn Service vehicles that completely obstruct access. When the folks involved are asked to move a truck so the line of cars can get down the street, they are rude and uncooperative.	8/24/2020 1:43 PM
47	You should not allow the proposed building behind the church on Hillsboro that will alter the flood plain. Besides the environmental damage this will also bring substantial traffic issues. Given Iron Horse was just completed this building makes little to no sense for the community.	8/24/2020 1:43 PM
48	Cannot operate landscaping business before 8am, cannot store RV unless lot is 1 acre or larger, can have 4 chickens if lot is greater than 100k and private coop	8/24/2020 1:41 PM
49	Employees parking on street.	8/23/2020 4:44 PM
50	I don't really want backyard zoning restrictions but feel like I'm suffering because we don't have any restrictions on cars parked in back yards. One of my next-door neighbors has four vintage cars covered in tarps, in addition to the car they drive regularly, parked on the grass in their back yard. The neighbor on the other side of them just put in a gravel parking lot in their far back yard, about 300 feet from the street, where they park four cars/trucks, some under tarps. They have at least one other car parked in the drive close to the house. They also have a detached garage. The neighbor across the street, now moving, fixed a grassy parking area along the street (Lewisburg Ave.) for additional parking. They have a gate across their driveway prohibiting more than four cars to be parked packed closely together in their driveway by the side front of their house. The neighbor on the other side often has additional cars parked on the grass by their driveway. Fortunately this isn't on my side of their yard. I have a beautiful yard, really the main attraction of my house, which is very small. I often feel like I live in the middle of a parking lot. I am considering a tall wooden fence but really don't think this would be attractive and would look boxed-in and restrictive, besides being expensive. Plant screenings would be preferable but take a good while to grow, and are also expensive. I am actually embarrassed when a new friend, someone that doesn't know me well as being a conscientious person, comes to my house because of the unsightly mess in my next door neighbor's yard. In addition to the cars under tarps, there is a bright, blue tarp covering a pile of something up against the house and old rusting and broken yard furniture. These are all very visible from the parking area and front walk of my house. It is beginning to make me feel like I live in a crummy neighborhood, not the way I have felt in the past about Lewisburg Avenue. I don't know the answer to problems such as these but I think it is definitely a deterioration from the way things were in the past. I have owned this property for forty years and have always loved it.	8/22/2020 12:58 PM
51	In a residential area, I believe construction workers should not be allowed to use loud equipment (it seems like all their equipment is loud) before 7:30AM. I really think 8:00, but I understand it's hot and everyone wants to meet or exceed deadlines.	8/19/2020 9:53 AM
52	Music venues. There should be some restrictions related to how close they can be to personal residences. I don't know what restrictions could be placed on venues like Kimbros, but there are nights when the music is very loud and the crowds of people are very loud. I don't live next door to it but I can't imagine what it must be like to live right next door to Kimbros.	8/18/2020 7:54 PM
53	Extended parking of RV's should be prohibited or perhaps done as a permit for certain period of time.	8/18/2020 1:52 PM

Zoning Ordinance Cleanup Amendment

54	Street parking is out of control ! Cars park on both sides of the narrow streets making passing very difficult.	8/18/2020 9:06 AM
55	Parking on the streets for long periods of time. I there is an ordinance for this, but it is rarely enforced. Some of the older neighborhoods streets are not wide enough to accommodate parking, walking, etc.	8/18/2020 6:54 AM
56	Noise pollution. Way to much noise from noisy mufflers, motorcycles, and yard mowing equipment.	8/18/2020 6:39 AM
57	Political, missing animals and yard sale signs should be removed promptly or pay a penalty	8/17/2020 10:25 PM
58	Designate certain streets as residential only- no mixed use	8/17/2020 8:35 PM
59	Noise ordinance to protect residential properties that are in close proximity to commercial properties from loud noises.	8/17/2020 7:51 PM
60	Any business having residential customer traffic should be extremely limited and only permitted with appropriate certifications and business licenses.	8/17/2020 7:35 PM
61	On street parking should not interfere with garbage, recycle, and yard trash pickup.	8/17/2020 6:35 PM
62	Parking lots should be allowed to the sides of buildings, and sometime in front of a building with proper landscaping and buffers, and should not be limited to just the rear of a building.	8/17/2020 5:54 PM
63	Prohibit short term rentals, such as AirNb	8/17/2020 4:08 PM
64	Cars that are not running (Ie, old, junk cars) need to be removed from a residential property. There is one house on our street that has at least 4 or more beat up cars that are old and junky. I live on Battlefield Drive. It is obvious on our short street which cars/house I am talking about.	8/17/2020 4:05 PM
65	Something has to be done about cars and trucks that are equipped with special loud mufflers.	8/17/2020 3:52 PM
66	RV's should be allowed on properties preferably behind homes.	8/17/2020 3:47 PM
67	Limit density of development	8/15/2020 2:41 PM
68	Maybe small fishing boats might be allowed if they can be screened from the street. For those who want to fish after work, they would be able to do this without having to go far from home just to reach their boat. It must be SMALL AND BE HIDDEN IN THE REAR YARD- or out of sight from the street.	8/14/2020 10:16 AM
69	Grass clippings left in the street after mowing	8/14/2020 7:08 AM
70	None	8/13/2020 6:35 PM
71	Please stop making so many exceptions to the Envision Franklin plan that allow for higher density residential buildings and neighborhoods to be built in areas that are currently zoned for less dense buildings and neighborhoods.	8/13/2020 12:30 PM
72	Residents should be able to own and keep certain hoofed animals (such as a horse) on their property within city limits, even if lots are less than 1 acre.	8/13/2020 9:43 AM
73	Commercial vehicles parked on the street in residential areas should be restricted and enforced by ticketing by the city.	8/13/2020 9:42 AM
74	RVs should be allowed to park on city streets with resident consent We have family who travel in their RV and would like to visit the grandkids while parked in front of our house.	8/13/2020 9:17 AM
75	Parking RVs or motor homes on the street for days	8/13/2020 9:03 AM
76	Due to Covid 19, many people have purchased RVs to give them an outlet for recreation. The restrictions on RV's, even small ones or those that are built on standard chassis that do not look like an RV should be lifted. Even when one brings one home to pack for a trip, the days allowed is way to tight. Many people now make their living using their truck and a small trailer. Why restrict them and make it harder to do their job?	8/13/2020 8:34 AM
77	The use of dirt bikes and ATV's in neighborhoods should be prohibited within the city limits.	8/13/2020 8:29 AM
78	STVRs have been made effectively prohibited for most residents but you're talking about swimming pools, which is a single resident issue because you're doing the bidding of a small	8/13/2020 7:41 AM

Zoning Ordinance Cleanup Amendment

group of connected people. The real Franklin community will see this corruption to the door soon enough

79	Have people quit parking on neighborhood streets. Park in your driveway.	8/13/2020 7:16 AM
80	Hair salons should be allowed in homes or garages, with limits on how many at a time. For example not more than two at a time.	8/13/2020 6:52 AM
81	Allow affordable housing whenever possible	8/13/2020 1:31 AM
82	Non-working cars parked behind a residence should not be ticked or fined.	8/13/2020 1:22 AM
83	Chickens Lawn services in town with high powered mowers mowing too fast and throwing stones into next door people and cars	8/12/2020 10:41 PM
84	Allow fireworks on July 4th, December 31st, and January 1st within the city.	8/12/2020 9:31 PM
85	Street parking should not be allowed for homeowners. Park in driveway or garage. Only Homeowners' guests & hired workers allowed to park on street.	8/12/2020 9:23 PM
86	Need more enforcement. Please protect our neighborhoods. If people don't want regulations, they can live outside the city. I am also concerned over large trucks that I see in residential areas.	8/12/2020 8:43 PM
87	Parking on residential streets while driveway space is unused for vehicles.	8/12/2020 8:37 PM
88	No boats or campers either. I also think parking on the streets should be better patrolled. We have trucks in neighborhoods in the street which blocks two way traffic and emergency vehicles from coming in faster.	8/12/2020 8:27 PM
89	Please protect property values for homeowners. Not only trailers but commercial trucks should be prohibited.	8/12/2020 8:18 PM
90	Change height restrictions on fences to 10 feet.	8/12/2020 7:26 PM
91	Not sure what the law is but residents should not be allowed to park their motor vehicles on the front lawn.	8/12/2020 5:14 PM
92	Can we please stop blocking roads and sidewalks with boats?	8/12/2020 4:46 PM
93	Stop growing. Stop tearing down trees. I payed big money for my home in a city with small town feel. The small town feel is going away fast.	8/12/2020 4:43 PM
94	Abandoned or inoperable vehicles should not be left on the property or on the street	8/12/2020 4:18 PM
95	Planning Commission should not revise Envision Franklin by rezoning areas away from single family dwellings	8/12/2020 4:16 PM
96	Blue Lives Matter Flags should be banned	8/12/2020 4:12 PM
97	I believe with all this land We have as home owners we should be allowed to have at least one hooved animal if we are permitted to do so, and if we don't have an HOA	8/12/2020 4:11 PM
98	I wish they would get rid of parking on the streets in neighborhoods. People play chicken trying to rush past parked cars. Throw in people walking, running or bike riding and we are going to have some bad accidents.	8/12/2020 4:06 PM
99	Some people are not home from work by 7 pm to be able to bring in their garbage cans on trash day, and cannot easily arrange for someone else to do it.	8/12/2020 4:05 PM
100	I don't believe the rezoning near Ladd Park is a good idea.	8/12/2020 4:01 PM



File #: 20-01172

DATE: September 18, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Kelly Dannenfelser, Asst. Director of Planning
Kelli Gibson, Planner

SUBJECT:

Consideration Of Ordinance 2020-26, An Ordinance To Amend Title 8, Chapter 1, Section 106, Title 12, Chapter 5, Section 502, Title 15, Chapter 3, Section 301, And Title 15, Chapter 6, Section 617 Of The Franklin Municipal Code Relative To Zoning District Names, The Location Of Information Related To Standards For Driveways And Parking Pads, Specifications For Speed Limits On Residential Streets, And The Parking Of Trailers In Residential Areas.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the need to amend the Municipal Code to reflect the 2020 Zoning Ordinance update, move information on driveways and parking pads to the Zoning Ordinance, clarify language regarding speed limits on residential streets, and address the parking of trailers in residential areas.

BACKGROUND/STAFF COMMENTS:

As part of the broader Zoning Ordinance clean-up, the Municipal Code is in need of updates to reflect the Zoning Ordinance. The areas in need of update include zoning district names and language regarding specifications for speed limits on residential streets. This Ordinance also includes the transfer of information on standards for driveways and parking pads from the Municipal Code to the Zoning Ordinance and a revision to the current prohibition of trailers in residential areas to permit the parking of trailers in residential areas behind the front façade of dwellings on approved parking pads.

FINANCIAL IMPACT:

There will be no direct financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-26 amending the Municipal Code to reflect the 2020 Zoning Ordinance.

ORDINANCE 2020-26

AN ORDINANCE TO AMEND TITLE 8, CHAPTER 1, SECTION 106, TITLE 12, CHAPTER 5, SECTION 502, TITLE 15, CHAPTER 3, SECTION 301, AND TITLE 15, CHAPTER 6, SECTION 617 OF THE FRANKLIN MUNICIPAL CODE RELATIVE TO ZONING DISTRICT NAMES, THE LOCATION OF INFORMATION RELATED TO STANDARDS FOR DRIVEWAYS AND PARKING PADS, SPECIFICATIONS FOR SPEED LIMITS ON RESIDENTIAL STREETS, AND THE PARKING OF TRAILERS IN RESIDENTIAL AREAS

WHEREAS, the City of Franklin is committed to providing for the safety, health, and welfare of the public; and

WHEREAS, the Board of Mayor and Aldermen found that in order to effectively promote the safety and general welfare of the people of Franklin, Tennessee, the City of Franklin should amend the Municipal Code to reflect the 2020 Zoning Ordinance update and move information on driveways and parking pads to the Zoning Ordinance; and

WHEREAS, the Board of Mayor and Aldermen found that in order to effectively promote the safety and general welfare of the people of Franklin, Tennessee, the City should clarify language regarding speed limits on residential streets; and address the parking of trailers in residential areas; and

WHEREAS, the Board of Mayor and Aldermen believes these amendments promote the private and public interests of the City of Franklin and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That Title 8, Chapter 1, Section 106 of the Franklin Municipal Code is hereby modified by deleting the section in its entirety and replacing it with the following:

Sec. 8-106. – Restrictions as to location of retailers.

- (1) A certificate issued under this article for a retail liquor store or for the sale of wine at a retail food store shall be valid only for the premises proposed in the application, and any change of location of the business shall be cause for immediate nullification of the certificate. No certificate of compliance shall be issued for the operation of a retail liquor store or for the sale of wine at a retail food store where such store would be a prohibited use under the city's zoning ordinance. No license shall be granted for the operation of a retail liquor store on any premises except on premises which are zoned CC-Central Commercial, NC-Neighborhood Commercial, RC6-Regional Commerce 6, RC12-Regional Commerce 12, or PD-Planned District in accordance with an adopted development plan, as shown on the official zoning map. Furthermore, no certificate shall be issued for a retail liquor store where the proposed place of business is located:

SECTION II. That Title 12, Chapter 5, Section 502 of the Franklin Municipal Code is hereby modified by deleting the section in its entirety and replacing it with the following:

Sec. 12-502. –Modifications

- (3) For information on standards for driveways and parking pads, see the City of Franklin Zoning Ordinance.

SECTION III. That Title 15, Chapter 3, Section 301 of the Franklin Municipal Code is hereby modified by deleting the section in its entirety and replacing it with the following:

Sec. 15-301. –In general.

- (3) Except as provided, it shall be unlawful for any person to operate or drive a motor vehicle upon any residential local street at a rate of speed in excess of 25 miles per hour unless otherwise posted.

SECTION IV. That Title 15, Chapter 6, Section 617 of the Franklin Municipal Code is hereby modified by deleting the section in its entirety and replacing it with the following:

Sec. 15-617. – Parking of commercial vehicles in residential zones prohibited.

- (1) No person shall park any motor vehicle licensed and/or primarily used for commercial purposes, continuously for more than 15 days within a residential zoning district, either on a public street, or upon any lot smaller than five acres in size; nor shall any person allow any such motor vehicle to be parked on any such property belonging to him or under his control in violation of this section.
- (2) The parking of a commercial vehicle otherwise prohibited under subsection (1) shall be permitted so long as the vehicle is located in the rear yard of the lot, as defined in the Franklin Zoning Ordinance, and is effectively screened from any adjoining roadway or adjoining property by a wall, enclosure, fence, greenery or shrubbery.
- (3) No school buses shall be parked in any residential zone at any time.
- (4) Trailers shall be prohibited in front yards of residential areas. Trailers with a maximum length of 18 feet are permitted to be parked and stored behind the front façade of the dwelling on an approved parking pad, as defined by the Franklin Zoning Ordinance. The Building and Neighborhood Services Department Director or their designee shall have the discretion to approve alternative locations if adequate space is not available behind the front façade of the dwelling.
- (5) Excluded from this section entirely are emergency service vehicles and other vehicles actively performing a service on the residential property, including moving vans and vehicles needed for construction purposes

SECTION V. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall take effect on the effective date of the Franklin Zoning Ordinance amendment, 2020-21, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

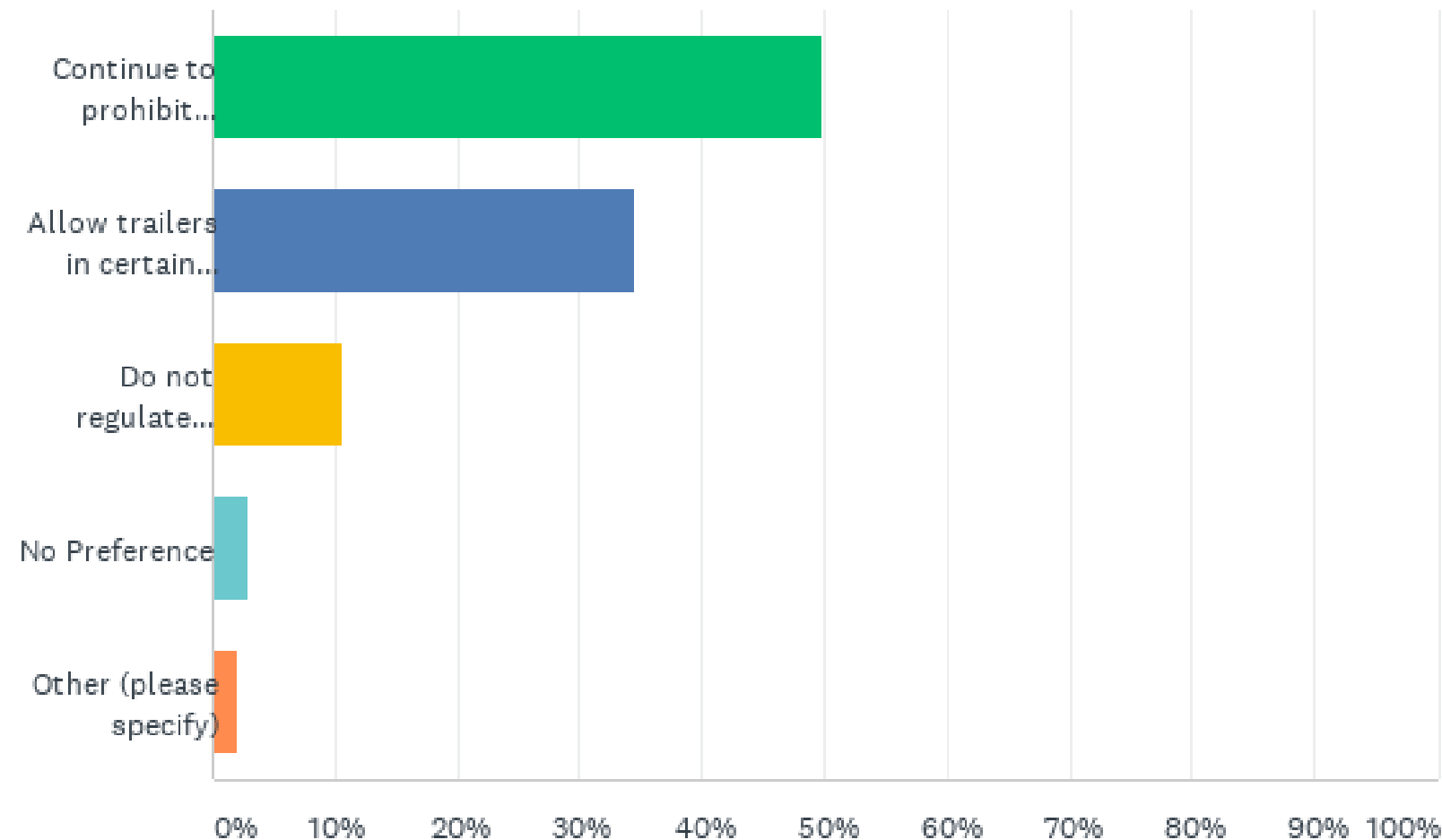
Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

Q3: Trailers that attach to vehicles are prohibited in residential neighborhoods by the Municipal Code. Should the City continue to prohibit parking and storage of trailers in neighborhoods?

Answered: 642 Skipped: 0



Q3: Trailers that attach to vehicles are prohibited in residential neighborhoods by the Municipal Code. Should the City continue to prohibit parking and storage of trailers in neighborhoods?

Answered: 642 Skipped: 0

ANSWER CHOICES	RESPONSES	
Continue to prohibit trailers in neighborhoods.	49.69%	319
Allow trailers in certain locations on residential lots, such as behind the house.	34.42%	221
Do not regulate trailers in neighborhoods.	10.75%	69
No Preference	2.96%	19
Other (please specify)	2.18%	14
TOTAL	642	

**PARKLAND IMPACT FEE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND WESTHAVEN PARTNERS, LLC
CONTRACT NO. 2020 - 0128**

THIS PARKLAND IMPACT FEE AGREEMENT (this "Agreement"), is made and entered into this _____ day of _____, 2020, by and between THE CITY OF FRANKLIN, TENNESSEE (the "City") and WESTHAVEN PARTNERS, LLC, a Tennessee limited liability company (the "Developer"), pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property encompassing approximately 1520 acres and known as the Westhaven Community (the "Project"), as more particularly described on Exhibit A attached hereto; and

WHEREAS, in connection with the "Westhaven Concept Plan (Revision 5)" which was submitted to the City on May 7, 2020, Developer intends to increase the total number of residential units at the Project from 2750 to 3441 (the "Additional Units"); 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 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for the Additional Units is a total of Two Million Nine Hundred Seventy-Four Thousand Sixty-Four and 00/100 (\$2,974,064.00), and Twenty-Five Percent (25%) shall be paid at the final plat containing, or the issuance of the building permit for, the Two Thousand Seven Hundred Fifty First (2751st) lot, whichever comes first. The remaining Seventy-Five Percent (75%) shall be paid in a pro-rated per permit amount of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the remaining obligation has been paid in full; and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code (the "Code"), Developer has requested to offset a portion of the Parkland Impact Fees (as defined in the Code) associated with the Additional Units, as is further described on Exhibit B attached hereto and depicted in the dedication plan attached hereto as Exhibit C (collectively, the "Offset Proposal"); and

WHEREAS, the City has reviewed, approved and agreed to the Offset Proposal, subject to the terms and conditions set forth in this Agreement.

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 PARKLAND DEDICATION AND/OR PARKLAND IMPACT

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer and the City agree that the Parkland Impact Fees due in connection with the Additional Units equal \$2,974,064.00 (the "Total Fee").
3. As permitted by the Ordinance and provided in the Offset Proposal, Developer may offset 75% of the Total Fee in the amount of Two Million Two Hundred Thirty Thousand Five Hundred Forty-Eight and 00/100 Dollars (\$2,230,548.00) (the "Eligible Offset"). Accordingly, the Total Fee less the Eligible Offset is equal to \$743,516.00 (the "Developer Impact Fee").
4. The Developer Impact Fee shall be due and payable by Developer to the City at the earlier of (i) recordation of the final plat for the 2751st lot at the Project, or (ii) the issuance of a building permit for the 2751st lot at the Project.
5. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
6. 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.
7. All notices required to be given by any party shall be in writing, addressed to the other party, and delivered by nationally recognized overnight courier delivery service or certified mail to:

City:

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

Developer:

c/o Southern Land Company
Attn: Legal Department
3990 Hillsboro Pike, Ste. 400
Nashville, TN 37215
(615) 778-3150
Email: legal.notices@southernland.com

8. 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 execution of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
9. 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 Developer or any successor-in-interest, in the event of any default or breach by the City of the terms of this Agreement; *provided*, that the City shall remain liable to Developer for its gross negligence and willful misconduct. The City shall only look to Developer and the Project for the enforcement of Developer's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Developer or any direct or indirect owner of Developer shall have any personal liability for any of the liability or obligations of Developer 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 Developer 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__.

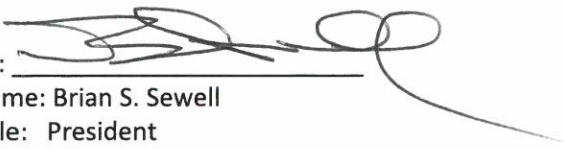
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

WESTAHAVEN PARTNERS, LLC,
a Tennessee limited liability company

By: 
Name: Brian S. Sewell
Title: President

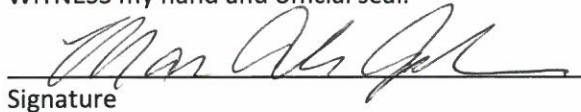
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Tennessee
COUNTY OF Davidson

On September 25, 2020, before me, Mary Alice Johnson
Notary Public, personally appeared Brian Sewell, 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.

 (seal)
Signature

My Commission Expires: 01/17/2021



EXHIBIT "A"**PROPERTY DESCRIPTION****Tract 1** (96 West Land Holdings, LLC):

COMMENCING on an iron pin found south of the southern right of way margin of Boyd Mill Pike, a corner in the northern line of Fleming Wood Smith, III, *et. ux.* (D.B. 1372, PG. 665, R.O.W.C.) and running thence with the northern boundary of Smith North 82° 52' 30" West 442.27 feet to a metal fence post in the perimeter boundary of Westhaven "South Tract", the POINT OF BEGINNING, thence leaving the boundary of Smith and the perimeter boundary of Westhaven "South Tract" and running thence to points within the boundary of the "South Tract" and with the boundary of that certain parcel (Tract 2) to be conveyed to Westhaven Partners, LLC. the following courses and distances: South 61° 53' 46" East 209.97 feet; thence 19.42 feet along a curve to the right of radius 118.00 feet a chord bearing and distance of South 57° 10' 50" East 19.40 feet; thence South 52° 27' 54" East 373.55 feet; thence 240.89 feet along a curve to the right of radius 518.00 feet a chord bearing and distance of South 39° 08' 33" East 238.73 feet; South 25° 49' 11" East 402.71 feet; 24.29 feet along a curve to the left of radius 82.00 feet a chord bearing and distance of South 34° 18' 20" East 24.20 feet; South 42° 47' 29" East 15.57 feet; 30.00 feet along a curve to the left of radius 20.00 feet a chord bearing and distance of South 85° 45' 58" East 27.27 feet; 59.54 feet along a curve to the right of radius 518.00 feet a chord bearing and distance of North 54° 33' 06" East 59.51 feet; North 57° 50' 40" East 7.30 feet; South 34° 20' 05" East 36.03 feet; South 34° 20' 05" East 182.54 feet; South 43° 40' 47" East 167.59 feet; South 59° 12' 13" East 37.36 feet; South 43° 40' 47" East 594.29 feet; South 15° 43' 52" East 112.61 feet; South 7° 43' 32" East 80.45 feet; thence South 87° 23' 32" East 114.00 feet; South 89° 55' 07" East 102.46 feet; South 3° 31' 42" East 175.06 feet; 31.40 feet along a curve to the left of radius 982.00 feet a chord bearing and distance of North 85° 33' 21" East 31.40 feet; thence North 84° 38' 23" East 9.75 feet; North 5° 21' 37" West 145.00 feet; North 84° 38' 23" East 240.00 feet; North 89° 01' 02" East 140.08 feet; South 78° 47' 24" East 144.73 feet; North 59° 13' 39" East 132.82 feet; North 60° 28' 55" East 109.99 feet; North 62° 56' 26" East 190.00 feet; South 27° 03' 34" East 145.00 feet; North 62° 56' 26" East 11.89 feet; 53.14 feet along a curve to the left of radius 382.00 feet a chord bearing and distance of North 58° 57' 20" East 53.09 feet; North 35° 01' 45" West 145.00 feet; North 47° 01' 34" East 65.51 feet; North 35° 21' 31" East 183.28 feet; North 32° 05' 14" East 120.78 feet; North 37° 09' 25" East 36.24 feet; North 66° 06' 45" East 216.36 feet; South 46° 18' 33" East 85.65 feet; South 28° 29' 29" West 207.25 feet; South 46° 18' 33" East 19.78 feet; North 35° 31' 35" East 151.54 feet; South 46° 18' 33" East 126.91 feet; South 60° 15' 29" East 142.81 feet; South 47° 09' 45" East 135.78 feet; South 27° 15' 41" East 151.20 feet; South 13° 12' 29" East 151.20 feet; South 0° 50' 43" West 151.20 feet; South 14° 53' 55" West 151.20 feet; South 28° 57' 07" West 151.20 feet; North 54° 01' 17" West 200.00 feet; 93.84 feet along a curve to the right of radius 418.00 feet a chord bearing and distance of South 42° 24' 35" West 93.64 feet; South 40° 46' 21" East 459.21 feet; South 65° 57' 28" West 394.67 feet; North 77° 24' 43" West 209.37 feet; North 6° 05' 01" West 133.57 feet; South 89° 07' 32" West 130.38 feet; thence North 80° 27' 22" West 130.38 feet; North 70° 02' 17" West 130.38 feet; North 58° 27' 20" West 160.19 feet; North 52° 54' 41" West 250.36 feet; North 55° 56' 56" West 94.86 feet; North 71° 51' 54" West 79.66 feet; North 84° 16' 16" West 42.15 feet; South 13° 16' 37" West 90.90 feet; South 42° 02' 28" West 220.31

feet; South 82° 24' 19" West 214.40 feet; North 57° 48' 10" West 214.40 feet; North 34° 55' 43" West 196.45 feet; South 9° 28' 08" West 1400.01 feet to a point in the perimeter boundary of Westhaven and Lot 6 of Boxley Spring Subdivision (P.B. 26 Page 99, R.O.W.C.); thence with the perimeter boundary of Westhaven South Tract and the boundaries of Boxley Spring Subdivision Lots 6, 5, and 4 the following courses and distances: North 25° 58' 38" West 201.48 feet to a metal fence post; North 75° 01' 24" West 198.06 feet to a 48" ash tree; South 89° 47' 21" West 287.45 feet to a 18" oak tree; North 70° 27' 45" West 136.91 feet to an iron pin found; North 79° 04' 00" West 294.16 feet to an iron pin found; North 84° 57' 17" West 115.15 feet to a 15" locust tree; South 79° 08' 27" West 139.59 feet to a 36" hackberry tree; South 46° 42' 27" West 415.46 feet to an 18" hackberry tree; South 63° 19' 55" West 261.92 feet to an iron pin found, the southwest corner of the Westhaven boundary and in the eastern line of H. B. & T. S. Utility District of Williamson County, Tennessee (D.B. 1643, PG. 315, R.O.W.C.) and running thence with said line and the eastern lines of J. G. Brown, *et. ux.* (D.B. 1172 PG. 171, R.O.W.C.), Fleming Wood Smith, III *et. ux.* (D.B. 1372, PG. 665, R.O.W.C.) the following courses and distances: North 8° 57' 33" East 300.16 feet to an iron pin found; North 7° 02' 28" East 1006.33 feet to a rock wall intersection; North 5° 25' 29" East 602.05 feet to an iron pin found; and North 6° 52' 36" East 1794.59 feet to a metal fence post, the POINT OF BEGINNING, containing 149.027 acres, more or less, and being all of "Tract 1 96 West Land Holdings, LLC 149.027 Ac." as shown on that certain boundary survey plat titled "Westhaven Parcel Plan Showing Parcel Title & Land Exchange Areas" by Robert J. Wilkins, RLS No. 2243, of Southern Land Company dated 12-17-02.

The above description was prepared by Robert J. Wilkins, RLS No. 2243 of Southern Land Company, 501 Corporate Centre Drive, Suite 200, Franklin, Tennessee 37067, from the foregoing references survey.

For prior title see deed recorded in Deed Book 2269, Page 264; Deed Book 2269, Page 259, Deed Book 2269, Page 299 and Deed Book 2467, Page 47, in the Register's Office for Williamson County, Tennessee.

The foregoing property being a portion of the following tax parcels:
64-25.00, 64-25.02 and 64-25.03.

Tract 2 (96 West Land Holdings, LLC):

COMMENCING at a concrete monument found in the southern right of way boundary of State Route 96 in the northern line of the Westhaven "South Tract" and running thence South 87° 51' 45" East 273.80 feet to a concrete monument found in said-right of way, the northwestern corner of JJB Partners, L.P., *et. al.* (D.B. 1681, PG. 124, R.O.W.C.), the POINT OF BEGINNING; thence with the eastern boundary line of JJB Partners and with the eastern line of the Westhaven "South Tract" the following courses and distances: South 6° 41' 38" West 1499.87 feet to an iron pin found; South 70° 06' 56" East 137.81 feet to a 22" walnut tree; South 6° 57' 00" West 1269.08 feet to an iron pin found; North 82° 53' 58" West 1412.50 feet to an existing iron pin; South 7° 07' 19" West 1108.34 feet to a planted stone found; South 19° 48' 34" West 983.79 feet to an iron pin found; South 40° 19' 24" West 1716.83 feet to a point; thence leaving the boundary of JJB Partners and the eastern perimeter of Westhaven "South Tract" and running thence to

points within the boundary of the "South Tract" and with the boundary of that certain parcel to be conveyed to Westhaven Partners, LLC. (Tract 2) the following courses and distances: North 49° 40' 36" West 315.63 feet; North 2° 43' 12" East 630.56 feet; North 16° 31' 58" East 319.21 feet; thence North 31° 16' 27" East 216.43 feet; North 37° 22' 34" East 107.86 feet; North 38° 57' 32" East 90.35 feet; North 9° 57' 33" East 122.31 feet; North 82° 40' 49" East 163.93 feet; 14.94 feet along a curve to the right of radius 193.00 feet a chord bearing and distance of North 32° 05' 07" East 14.94 feet; North 34° 18' 12" East 11.32 feet; South 82° 40' 49" West 175.91 feet; South 30° 11' 53" West 14.74 feet; North 58° 28' 36" West 525.00 feet; North 31° 31' 24" East 421.96 feet; North 19° 08' 12" West 199.60 feet; North 84° 41' 39" West 132.70 feet; 420.97 feet along a curve to the right of radius 268.00 feet a chord bearing and distance of North 39° 41' 39" West 379.01 feet; North 5° 18' 21" East 422.08 feet; 34.34 feet along a curve to the right of radius 468.00 feet a chord bearing and distance of North 7° 24' 28" East 34.33 feet; North 9° 30' 34" East 110.35 feet; North 3° 10' 55" East 80.03 feet; North 63° 02' 01" West 131.89 feet; North 46° 17' 36" West 127.52 feet; North 30° 39' 45" West 133.96 feet; North 14° 12' 22" West 133.96 feet; North 1° 43' 25" East 127.71 feet; North 7° 37' 02" East 100.00 feet; North 9° 34' 27" East 116.93 feet; North 21° 52' 03" East 157.64 feet; North 14° 55' 44" West 291.85 feet; North 1° 29' 05" West 130.63 feet; North 88° 00' 38" East 87.70 feet; South 68° 05' 38" East 117.75 feet; South 62° 05' 30" East 36.24 feet; South 72° 26' 28" East 120.69 feet; South 38° 40' 59" East 59.82 feet; South 53° 24' 35" East 102.76 feet; South 43° 53' 08" East 79.87 feet; South 35° 53' 49" East 79.87 feet; South 27° 34' 33" East 85.43 feet; South 24° 55' 21" East 111.74 feet; South 3° 52' 01" East 370.48 feet; South 86° 26' 46" East 173.47 feet; North 3° 11' 22" East 13.58 feet; South 87° 10' 31" East 38.00 feet; South 87° 10' 35" East 57.60 feet; South 88° 04' 05" East 71.79 feet; 16.61 feet along a curve to the right of radius 282.00 feet a chord bearing and distance of South 86° 22' 52" East 16.60 feet; South 84° 41' 39" East 360.82 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of South 39° 41' 39" East 14.14 feet; South 84° 41' 39" East 22.00 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of North 50° 18' 21" East 14.14 feet; South 84° 41' 39" East 95.12 feet; 30.84 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 40° 31' 15" East 27.87 feet; 180.40 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of South 15° 37' 54" East 177.02 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 6° 17' 34" West 26.35 feet; South 42° 29' 53" East 36.00 feet; 28.77 feet along a curve to the right of radius 20.01 feet a chord bearing and distance of North 88° 42' 39" East 26.35 feet; 168.33 feet along a curve to the left of radius 268.76 feet a chord bearing and distance of South 68° 02' 51" East 165.59 feet; 31.42 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 39° 41' 39" East 28.28 feet; South 84° 41' 39" East 36.00 feet; 30.06 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 48° 10' 19" East 27.31 feet; 166.59 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of North 78° 09' 18" East 163.92 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 78° 26' 36" East 26.35 feet; North 52° 45' 56" East 36.00 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 3° 58' 29" East 26.35 feet; 232.61 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of North 20° 19' 09" East 225.37 feet; North 4° 32' 43" West 210.74 feet; 34.85 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 45° 22' 49" East 30.61 feet; South 84° 41' 39" East 86.36 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of South 39° 41' 39" East 14.14

feet; South 84° 41' 39" East 22.00 feet; North 5° 18' 21" East 323.96 feet; 187.55 feet along a curve to the left of radius 467.00 feet a chord bearing and distance of North 6° 11' 56" West 186.29 feet; North 17° 42' 14" West 320.14 feet; 34.56 feet along a curve to the right of radius 22.00 feet a chord bearing and distance of North 27° 17' 46" East 31.11 feet; North 72° 17' 46" East 200.00 feet; North 17° 42' 14" West 151.00 feet; North 72° 17' 46" East 102.25 feet; North 17° 42' 14" West 102.78 feet; 14.06 feet along a curve to the right of radius 35.00 feet a chord bearing and distance of North 6° 11' 56" West 13.96 feet; North 5° 18' 21" East 22.32 feet; South 72° 17' 46" West 313.76 feet; 34.56 feet along a curve to the right of radius 22.00 feet a chord bearing and distance of North 62° 42' 14" West 31.11 feet; North 17° 42' 14" West 104.54 feet; 9.74 feet along a curve to the right of radius 89.00 feet a chord bearing and distance of North 14° 34' 05" West 9.74 feet; North 11° 25' 56" West 114.83 feet; 32.15 feet along a curve to the right of radius 22.00 feet a chord bearing and distance of North 30° 25' 55" East 29.36 feet; North 72° 17' 46" East 256.05 feet; North 17° 42' 14" West 132.00 feet; 31.42 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 27° 17' 46" East 28.28 feet; South 72° 17' 45" West 33.23 feet; 163.57 feet along a curve to the left of radius 334.00 feet a chord bearing and distance of North 58° 16' 00" East 161.94 feet; North 44° 14' 14" East 128.00 feet; South 45° 45' 46" East 82.43 feet; 260.96 feet along a curve to the right of radius 346.50 feet a chord bearing and distance of South 24° 11' 14" East 254.84 feet; South 84° 41' 39" East 180.30 feet; 161.44 feet along a curve to the right of radius 40.00 feet a chord bearing and distance of South 39° 41' 39" East 72.13 feet; South 5° 18' 21" West 78.99 feet; South 84° 41' 39" East 35.29 feet; 202.28 feet along a curve to the right of radius 125.00 feet a chord bearing and distance of North 80° 20' 59" East 180.92 feet; North 53° 28' 06" East 195.31 feet; North 36° 31' 54" West 67.92 feet; 173.12 feet along a curve to the right of radius 40.00 feet a chord bearing and distance of North 19° 28' 49" East 66.33 feet; North 53° 28' 06" East 125.00 feet; South 36° 31' 54" East 55.13 feet; 10.00 feet along a curve to the right of radius 96.18 feet a chord bearing and distance of North 53° 28' 06" East 10.00 feet; North 36° 31' 54" West 55.13 feet; North 53° 28' 06" East 155.00 feet; South 36° 31' 54" East 195.00 feet; North 53° 28' 06" East 144.72 feet; North 2° 00' 14" East 314.03 feet; and South 87° 51' 25" East 200.73 feet to a concrete monument found, the POINT OF BEGINNING containing 212.834 acres, more or less, and being "Tract 2 96-West Land Holdings LLC 212.834 Ac." as shown on that certain boundary survey plat titled "Westhaven Parcel Plan Showing Parcel Title and Land Exchange Areas" by Robert J. Wilkins, RLS No. 2243 of Southern Land Company dated 12-17-02.

The above description was prepared by Robert J. Wilkins, RLS No. 2243 of Southern Land Company, 501 Corporate Centre Drive, Suite 200, Franklin, Tennessee, 37067, from the foregoing referenced survey.

For prior title see deeds recorded in Deed Book 2269, Page 292; Deed Book 2269, Page 275, Deed Book 2269, Page 299 and Deed Book 2269, Page 268, in the Register's Office of Williamson County, Tennessee.

The foregoing property being a portion of the following tax parcels:
77-1.00 and 64-25.00.

Tract 3 (Westhaven Partners, LLC):

COMMENCING on an iron pin found, the northwest corner of that certain parcel of land conveyed by deed to Frederick H. Myers, Jr. et. ux. (D.B. 2122, PG 823, et. al. R.O.W.C.) and running thence North 59° 09' 58" West 638.89 feet to an iron pin found in the southern right of way margin of State Route 96, the POINT OF BEGINNING; thence South 2° 42' 00" West 220.94 feet to an iron pin found in the northern right of way margin of Boyd Mill Pike; thence with said right of way margin the following courses and distances to iron pins found: North 82° 07' 50" West 828.34 feet; North 81° 48' 18" West 479.98 feet; North 82° 15' 37" West 813.76 feet; North 82° 58' 54" West 257.60 feet; 257.77 feet along a curve to the right of radius 800.12 feet a chord bearing and distance of North 73° 45' 08" West 256.66 feet; North 64° 31' 23" West 164.98 feet; 81.57 feet along a curve to the left of radius 1644.49 feet a chord bearing and distance North 65° 56' 38" West 81.56 feet; North 67° 21' 54" West 472.84 feet; 291.21 feet along a curve to the left of radius 1119.06 feet a chord bearing and distance of North 74° 49' 11" West 290.39 feet; North 82° 16' 29" West 990.12 feet; 277.60 feet along a curve to the left a radius of 9259.25 feet a chord bearing and distance of North 83° 08' 01" West 277.59 feet; North 83° 59' 33" West 61.28 feet; 133.31 feet along a curve to the left of radius 305.88 feet a chord bearing and distance of South 83° 31' 18" West 132.26 feet; thence leaving said right of way margin North 18° 57' 50" West 36.53 feet to a nail in a stone; thence North 17° 04' 50" East 307.59 feet to a point in the West Harpeth River; thence with the approximate center of said river the following courses and distances: North 40° 57' 25" East 127.50 feet; North 32° 59' 25" East 490.67 feet; North 17° 15' 25" East 198.99 feet; North 2° 34' 25" East 219.77 feet; North 4° 40' 35" West 303.29 feet; North 12° 16' 35" West 211.72 feet; North 40° 39' 35" West 144.56 feet; North 79° 26' 35" West 64.64 feet; South 60° 37' 25" West 100.86 feet; North 69° 28' 35" West 82.35 feet; thence leaving said river North 3° 10' 25" East 322.82 feet to an iron pin found near the north bank of said river; thence North 47° 40' 35" West 216.80 feet to a point in the approximate center of said river; thence with the approximate center of the river the following courses and distances: North 20° 22' 25" East 238.29 feet; North 44° 35' 25" East 127.19 feet; North 40° 44' 25" East 152.90 feet; North 26° 38' 55" East 558.97 feet; thence North 7° 44' 14" West 391.41 feet to an iron pin found in the southern right of way margin of State Route 96; thence along and with said right of way margin South 37° 33' 58" East 2464.38 feet to a concrete monument found; and 3926.62 feet along a curve to the left of radius 7700.00 feet a chord bearing and distance of South 52° 10' 30" East 3884.22 feet to an iron pin found in said right of way margin, the POINT OF BEGINNING, containing 177.136 acres, more or less, and being all of Tract 1 Westhaven Partners, LLC 177.136 acres as shown on that certain boundary survey plat titled "Westhaven Parcel Plan Showing Parcel Title & Land Exchange Areas" by Robert J. Wilkins, RLS No. 2243 of Southern Land Company dated 12-17-02.

The above description was prepared by Robert J. Wilkins, RLS No. 2243, of Southern Land Company, 501 Corporate Centre Drive, Suite 200, Franklin, Tennessee, 37067, from the foregoing referenced survey.

For prior title see deed recorded in Deed Book 2269, Page 282 in the Register's Office for Williamson County, Tennessee.

Being Tax Parcel 64-23.00.

Tract 4 (Westhaven Partners, LLC):

COMMENCING at a concrete monument in the southern right of way margin of State Route 96, the northwestern corner of that certain parcel of land conveyed by deed to JJB Partners, L.P., et. al. (D.B. 1681, PG 124, R.O.W.C.) and running thence North 87° 51' 25" West 200.73 feet to a point in said right of way margin, the POINT OF BEGINNING; thence with said right of way margin North 87° 51' 25" West 73.07 feet to a concrete monument in said right of way margin; and with said right of way margin 1553.89 feet along a curve to the right of radius 7700.00 feet a chord bearing and distance of North 82° 04' 52" West 1551.25 feet an iron pin; thence North 83° 38' 00" West 125.58 feet to an iron pin, the northeast corner of that certain parcel of land conveyed by deed to Frederick H. Myers, Jr. et. ux. (D.B. 2122, PG 823, et. al. R.O.W.C.); thence with the boundary of Myers: South 7° 26' 50" West 399.79 feet to an iron pin; thence North 83° 16' 18" West 539.87 feet to an iron pin; thence North 7° 09' 30" East 399.32 feet to an iron pin, the northwest corner of Myers in the southern right of way margin of Boyd Mill Pike; thence with said right of way margin the following courses and distances to iron pins: North 82° 16' 27" West 308.33 feet; North 82° 07' 50" West 1088.40 feet; North 81° 48' 18" West 482.21 feet; North 82° 15' 37" West 811.03 feet; North 82° 58' 54" West 257.55 feet; 267.43 feet along a curve to the right of radius 830.12 feet a chord bearing and distance of North 73° 45' 09" West 266.28 feet; North 64° 31' 23" West 164.98 feet; 80.08 feet along a curve to the left of radius 1614.49 feet a chord bearing and distance North 65° 56' 38" West 80.07 feet; North 67° 21' 54" West 472.84 feet; 283.40 feet along a curve to the left of radius 1089.06 feet a chord bearing and distance of North 74° 49' 11" West 282.60 feet; North 82° 16' 29" West 990.12 feet; 276.70 along a curve to the left of radius 9229.25 feet a chord bearing and distance North 83° 08' 01" West 276.69 feet; North 83° 59' 33" West 61.28 feet; 245.88 feet along a curve to the left of radius 275.88 feet a chord bearing and distance of South 70° 28' 30" West 237.82 feet; South 44° 56' 33" West 86.27 feet; 123.37 feet along a curve to the right of radius 1576.00 feet a chord bearing and distance of South 47° 11' 06" West 123.34 feet; South 49° 25' 40" West 63.39 feet; 258.35 feet along a curve to the left of radius 1270.63 feet a chord bearing and distance of South 43° 36' 11" West 257.90 feet; South 37° 46' 42" West 441.87 feet; 74.94 feet along a curve to the right of radius 122.53 feet a chord bearing and distance of South 55° 17' 58" West 73.78 feet; thence leaving said right of way margin South 03° 13' 15" West 17.89 feet to an iron pin found, a corner with Fleming Wood Smith, III, et. ux. (D. B. 1372, PG 665, R.O.W.C.); thence with the boundary of Smith South 82° 52' 30" East 442.27 feet to a metal fence post; thence leaving the boundary of Smith and the perimeter boundary of Westhaven and running thence within the boundary of the "South Tract" of Westhaven and with the boundary of that certain parcel to be conveyed to 96 West Land Holdings, LLC. (Tract 1) the following courses and distances to points: South 61° 53' 46" East 209.97 feet; thence 19.42 feet along a curve to the right of radius 118.00 feet a chord bearing and distance of South 57° 10' 50" East 19.40 feet; thence South 52° 27' 54" East 373.55 feet; thence 240.89 feet along a curve to the right of radius 518.00 feet a chord bearing and distance of South 39° 08' 33" East 238.73 feet; South 25° 49' 11" East 402.71 feet; 24.29 feet along a curve to the left of radius 82.00 feet a chord bearing and distance of South 34° 18' 20" East 24.20 feet; South 42° 47' 29" East 15.57 feet; 30.00 feet along a curve to the left of radius 20.00 feet a chord bearing and distance of South 85° 45' 58" East 27.27 feet; 59.54 feet along a curve to the right of radius 518.00 feet a chord bearing and distance of North

54° 33' 06" East 59.51 feet; North 57° 50' 40" East 7.30 feet; South 34° 20' 05" East 36.03 feet; South 34° 20' 05" East 182.54 feet; South 43° 40' 47" East 167.59 feet; South 59° 12' 13" East 37.36 feet; South 43° 40' 47" East 594.29 feet; South 15° 43' 52" East 112.61 feet; South 7° 43' 32" East 80.45 feet; thence South 87° 23' 32" East 114.00 feet; South 89° 55' 07" East 102.46 feet; South 3° 31' 42" East 175.06 feet; 31.40 feet along a curve to the left of radius 982.00 feet a chord bearing and distance of North 85° 33' 21" East 31.40 feet; thence North 84° 38' 23" East 9.75 feet; North 5° 21' 37" West 145.00 feet; North 84° 38' 23" East 240.00 feet; North 89° 01' 02" East 140.08 feet; South 78° 47' 24" East 144.73 feet; North 59° 13' 39" East 132.82 feet; North 60° 28' 55" East 109.99 feet; North 62° 56' 26" East 190.00 feet; South 27° 03' 34" East 145.00 feet; North 62° 56' 26" East 11.89 feet; 53.14 feet along a curve to the left of radius 382.00 feet a chord bearing and distance of North 58° 57' 20" East 53.09 feet; North 35° 01' 45" West 145.00 feet; North 47° 01' 34" East 65.51 feet; North 35° 21' 31" East 183.28 feet; North 32° 05' 14" East 120.78 feet; North 37° 09' 25" East 36.24 feet; North 66° 06' 45" East 216.36 feet; South 46° 18' 33" East 85.65 feet; South 28° 29' 29" West 207.25 feet; South 46° 18' 33" East 19.78 feet; North 35° 31' 35" East 151.54 feet; South 46° 18' 33" East 126.91 feet; South 60° 15' 29" East 142.81 feet; South 47° 09' 45" East 135.78 feet; South 27° 15' 41" East 151.20 feet; South 13° 12' 29" East 151.20 feet; South 0° 50' 43" West 151.20 feet; South 14° 53' 55" West 151.20 feet; South 28° 57' 07" West 151.20 feet; North 54° 01' 17" West 200.00 feet; 93.84 feet along a curve to the right of radius 418.00 feet a chord bearing and distance of South 42° 24' 35" West 93.64 feet; South 40° 46' 21" East 459.21 feet; South 65° 57' 28" West 394.67 feet; North 77° 24' 43" West 209.37 feet; North 6° 05' 01" West 133.57 feet; South 89° 07' 32" West 130.38 feet; thence North 80° 27' 22" West 130.38 feet; North 70° 02' 17" West 130.38 feet; North 58° 27' 20" West 160.19 feet; North 52° 54' 41" West 250.36 feet; North 55° 56' 56" West 94.86 feet; North 71° 51' 54" West 79.66 feet; North 84° 16' 16" West 42.15 feet; South 13° 16' 37" West 90.90 feet; South 42° 02' 28" West 220.31 feet; South 82° 24' 19" West 214.40 feet; North 57° 48' 10" West 214.40 feet; North 34° 55' 43" West 196.45 feet; South 9° 28' 08" West 1400.01 feet to a point in the perimeter boundary of Westhaven and Lot 6 of Boxley Spring Subdivision (P.B. 26 Page 99, R.O.W.C.); thence with the perimeter boundary of Westhaven and Lot 6 South 25° 58' 38" East 51.64 feet to a metal fence post and South 1° 25' 15" East 487.87 feet to an iron pin found, a common corner with James W. Jewell, Sr. (D.B. 2041, P.G. 374, R.O.W.C.); thence along and with the perimeter boundary of Westhaven and the boundaries of Jewell, James B. Alcott, et. ux. (D.B. 2089 PG. 40, R.O.W.C.); Thomas C. Fox, III, et. ux., et. al. (D.B. 2030, PG. 61, R.O.W.C.) and JJB Partners, L.P. (D.B. 1681, PG 124, R.O.W.C.) to iron pins found: North 82° 15' 21" East 2689.79 feet; South 7° 48' 06" East 247.33 feet; South 25° 08' 49" West 12.91 feet; South 8° 25' 43" East 423.07 feet; South 42° 14' 51" East 282.66 feet; South 21° 09' 12" East 183.95 feet; South 1° 16' 05" West 180.41 feet; South 14° 27' 12" West 121.18 feet; South 49° 19' 28" West 160.60 feet; South 47° 51' 03" East 620.47 feet; South 2° 26' 07" East 782.78 feet; and South 28° 57' 15" East 353.59 feet; North 40° 19' 21" East 500.32 feet to a point; thence leaving the perimeter boundary of Westhaven and running thence to points along and with the internal boundary of 96 West Land Holdings, LLC. Tract 2 the following courses and distances: North 49° 40' 36" West 315.63 feet; North 2° 43' 12" East 630.56 feet; North 16° 31' 58" East 319.21 feet; thence North 31° 16' 27" East 216.43 feet; North 37° 22' 34" East 107.86 feet; North 38° 57' 32" East 90.35 feet; North 9° 57' 33" East 122.31 feet; North 82° 40' 49" East 163.93 feet; 14.94 feet along a curve to the right of radius 193.00 feet a chord bearing and distance of North 32° 05' 07" East 14.94 feet; North 34° 18' 12" East 11.32 feet; South 82° 40' 49" West 175.91 feet; South 30° 11' 53" West 14.74 feet; North 58° 28' 36" West

525.00 feet; North 31° 31' 24" East 421.96 feet; North 19° 08' 12" West 199.60 feet; North 84° 41' 39" West 132.70 feet; 420.97 feet along a curve to the right of radius 268.00 feet a chord bearing and distance of North 39° 41' 39" West 379.01 feet; North 5° 18' 21" East 422.08 feet; 34.34 feet along a curve to the right of radius 468.00 feet a chord bearing and distance of North 7° 24' 28" East 34.33 feet; North 9° 30' 34" East 110.35 feet; North 3° 10' 55" East 80.03 feet; North 63° 02' 01" West 131.89 feet; North 46° 17' 36" West 127.52 feet; North 30° 39' 45" West 133.96 feet; North 14° 12' 22" West 133.96 feet; North 1° 43' 25" East 127.71 feet; North 7° 37' 02" East 100.00 feet; North 9° 34' 27" East 116.93 feet; North 21° 52' 03" East 157.64 feet; North 14° 55' 44" West 291.85 feet; North 1° 29' 05" West 130.63 feet; North 88° 00' 38" East 87.70 feet; South 68° 05' 38" East 117.75 feet; South 62° 05' 30" East 36.24 feet; South 72° 26' 28" East 120.69 feet; South 38° 40' 59" East 59.82 feet; South 53° 24' 35" East 102.76 feet; South 43° 53' 08" East 79.87 feet; South 35° 53' 49" East 79.87 feet; South 27° 34' 33" East 85.43 feet; South 24° 55' 21" East 111.74 feet; South 3° 52' 01" East 370.48 feet; South 86° 26' 46" East 173.47 feet; North 3° 11' 22" East 13.58 feet; South 87° 10' 31" East 38.00 feet; South 87° 10' 35" East 57.60 feet; South 88° 04' 05" East 71.79 feet; 16.61 feet along a curve to the right of radius 282.00 feet a chord bearing and distance of South 86° 22' 52" East 16.60 feet; South 84° 41' 39" East 360.82 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of South 39° 41' 39" East 14.14 feet; South 84° 41' 39" East 22.00 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of North 50° 18' 21" East 14.14 feet; South 84° 41' 39" East 95.12 feet; 30.84 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 40° 31' 15" East 27.87 feet; 180.40 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of South 15° 37' 54" East 177.02 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 6° 17' 34" West 26.35 feet; South 42° 29' 53" East 36.00 feet; 28.77 feet along a curve to the right of radius 20.01 feet a chord bearing and distance of North 88° 42' 39" East 26.35 feet; 168.33 feet along a curve to the left of radius 268.76 feet a chord bearing and distance of South 68° 02' 51" East 165.59 feet; 31.42 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 39° 41' 39" East 28.28 feet; South 84° 41' 39" East 36.00 feet; 30.06 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 48° 10' 19" East 27.31 feet; 166.59 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of North 78° 09' 18" East 163.92 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of South 78° 26' 36" East 26.35 feet; North 52° 45' 56" East 36.00 feet; 28.77 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 3° 58' 29" East 26.35 feet; 232.61 feet along a curve to the left of radius 268.00 feet a chord bearing and distance of North 20° 19' 09" East 225.37 feet; North 4° 32' 43" West 210.74 feet; 34.85 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 45° 22' 49" East 30.61 feet; South 84° 41' 39" East 86.36 feet; 15.71 feet along a curve to the right of radius 10.00 feet a chord bearing and distance of South 39° 41' 39" East 14.14 feet; South 84° 41' 39" East 22.00 feet; North 5° 18' 21" East 323.96 feet; 187.55 feet along a curve to the left of radius 467.00 feet a chord bearing and distance of North 6° 11' 56" West 186.29 feet; North 17° 42' 14" West 320.14 feet; 34.56 feet along a curve to the right of radius 22.00 feet a chord bearing and distance of North 27° 17' 46" East 31.11 feet; North 72° 17' 46" East 200.00 feet; North 17° 42' 14" West 151.00 feet; North 72° 17' 46" East 102.25 feet; North 17° 42' 14" West 102.78 feet; 14.06 feet along a curve to the right of radius 35.00 feet a chord bearing and distance of North 6° 11' 56" West 13.96 feet; North 5° 18' 21" East 22.32 feet; South 72° 17' 46" West 313.76 feet; 34.56 feet along a curve to the

right of radius 22.00 feet a chord bearing and distance of North 62° 42' 14" West 31.11 feet; North 17° 42' 14" West 104.54 feet; 9.74 feet along a curve to the right of radius 89.00 feet a chord bearing and distance of North 14° 34' 05" West 9.74 feet; North 11° 25' 56" West 114.83 feet; 32.15 feet along a curve to the right of radius 22.00 feet a chord bearing and distance of North 30° 25' 55" East 29.36 feet; North 72° 17' 46" East 256.05 feet; North 17° 42' 14" West 132.00 feet; 31.42 feet along a curve to the right of radius 20.00 feet a chord bearing and distance of North 27° 17' 46" East 28.28 feet; South 72° 17' 45" West 33.23 feet; 163.57 feet along a curve to the left of radius 334.00 feet a chord bearing and distance of North 58° 16' 00" East 161.94 feet; North 44° 14' 14" East 128.00 feet; South 45° 45' 46" East 82.43 feet; 260.96 feet along a curve to the right of radius 346.50 feet a chord bearing and distance of South 24° 11' 14" East 254.84 feet; South 84° 41' 39" East 180.30 feet; 161.44 feet along a curve to the right of radius 40.00 feet a chord bearing and distance of South 39° 41' 39" East 72.13 feet; South 5° 18' 21" West 78.99 feet; South 84° 41' 39" East 35.29 feet; 202.28 feet along a curve to the right of radius 125.00 feet a chord bearing and distance of North 80° 20' 59" East 180.92 feet; North 53° 28' 06" East 195.31 feet; North 36° 31' 54" West 67.92 feet; 173.12 feet along a curve to the right of radius 40.00 feet a chord bearing and distance of North 19° 28' 49" East 66.33 feet; North 53° 28' 06" East 125.00 feet; South 36° 31' 54" East 55.13 feet; 10.00 feet along a curve to the right of radius 96.18 feet a chord bearing and distance of North 53° 28' 06" East 10.00 feet; North 36° 31' 54" West 55.13 feet; North 53° 28' 06" East 155.00 feet; South 36° 31' 54" East 195.00 feet; North 53° 28' 06" East 144.72 feet; North 2° 00' 14" East 314.03 feet containing 492.533, more or less, and being "Tract 2 Westhaven Partners LLC 492.533 Ac." as shown on that certain boundary survey plat titled "Westhaven Parcel Plan Showing Parcel Title & Land Exchange Areas" by Robert J. Wilkins, RLS No. 2243, of Southern Land Company dated 12-17-02.

The above description was prepared by Robert J. Wilkins, RLS No. 2243, of Southern Land Company, 501 Corporate Centre Drive, Suite 200, Franklin, Tennessee, 37067 from the foregoing referenced survey.

For prior title see deeds recorded at Deed Book 2269, Page 287; Deed Book 2269, Page 299; Deed Book 2269, Page 264; Deed Book 2269, Page 268; Deed Book 2269, Page 292, Deed Book 2269, Page 275, Deed Book 2269 Page 259 and Deed Book 2467, Page 42.

The foregoing being a portion of the following tax parcels:
64-25.00, 64-25.01, 64-25.02, 64-25.03 and 77-1.00.

Tract 5

A tract of land in the 5th Civil District of Williamson County, Tennessee, being Parcel No. 28.00 on Tax Map 5+ Register's Office for Williamson County Tennessee and being more particularly described as follows:

Beginning at a concrete monument in the southerly right-of-way of Highway 98, said monument being a common corner of herein described tract and property of Milton E. Pearce ETUX as recorded in Deed Book 1727 Page 709 R. O. W. C., TN; Thence With the southerly right-of-way line of Highway 98, South 88° 04' 13" East, 478.66' to a concrete monument; Thence Continuing with said right-of-way South 80° 39' 13" East, 638.62' to a concrete monument; Thence Continuing with said right-of-way North 01° 48' 20" East, 78.50' to a concrete monument; Thence Continuing with said right-of-way South 87° 51' 31" East, 291.95' to a concrete monument; Thence

South 12° 45' 47" West 2000.10 feet to a point; thence with a curve having a radius of 1579.86 feet, a distance of 331.27 feet to a point; thence South 00° 44' 57" West 1324.42 feet to a point; thence with a curve having a radius of 2079.82 feet, a distance of 156.14 feet; Thence South 05° 03' 02" West 841.93 feet to a point; thence

With the common line of herein described tract and LCT, L.P. as follows: North 82° 08' 32" West, 1344.53' to an iron pin; Thence

South 08° 30' 48" West, 3753.83' to an iron pin; Thence

South 53° 58' 14" West, 231.07' to an iron pin; Thence

South 78° 05' 27" West, 438.80' to an iron pin, being a common corner of herein described tract and property of the Frances Hughes Family Partnership, L.P., as recorded in Deed Book 1567 Page 570 R. O. W. C., TN; Thence

With the common line of herein described tract and Hughes family property, as follows: South 84° 27' 20" West, 327.10' to a 30" dead tree in fence; Thence

North 75° 25' 28" West, 72.78' to a 24" hickory tree in fence; Thence

North 56° 38' 57" West, 82.95' to a 18" oak tree in fence; Thence

North 28° 48' 57" West, 202.47' to a corner post; Thence

South 78° 08' 15" West, 139.12' to a corner post; Thence

South 06° 23' 54" West, 222.37' to an iron pin; Thence

South 07° 25' 56" East, 139.57' to an iron pin; Thence

South 01° 49' 49" West, 151.88' to a 18" hockberry tree at fence corner; Thence

North 76° 22' 29" West, 209.11' to an iron pin; Thence

North 81° 31' 05" West, 431.55' to an iron pin; Thence

North 63° 57' 27" West, 959.27' to a fence corner; Thence

North 27° 05' 13" West, 590.42' to a 18" hardwood tree in fence; Thence

North 40° 14' 55" West, 322.83' to an iron pin; Thence

North 42° 45' 37" West, 294.74' to a 24" maple tree at fence corner, being a common corner of herein described tract and property of Richard M. Smith ETAL as recorded in Deed Book 1478 Page 519 R. O. W. C., TN; Thence

With the common line of herein described tract and Smith North 39° 51' 12" East, 943.18' to an iron pin, being common corner of herein described tract and property of F.E.B. Associates, L.P. as recorded in Deed Book 1088 Page 206 R. O. W. C., TN; Thence

With the common line of herein described tract and F.E.B. Associates North 40° 34' 39" East, 873.85' to an iron pin, being a common corner of herein described tract and property of Milton E. Pearce ETUX As recorded in Deed Book 1727 Page 709 R. O. W. C., TN; Thence

With the common line of herein described tract and Pearce, as follows: North 40° 19' 37" East, 2217.26' to an iron pin; Thence

North 19° 49' 00" East, 953.83' to a set stone; Thence

North 07° 06' 31" East, 1102.42' to an iron pin; Thence

South 82° 54' 28" East, 1412.56' to an iron pin; Thence

North 05° 56' 39" East, 1268.82' to a 24" walnut tree in fence; Thence

North 70° 05' 56" West, 137.81' to an iron pin; Thence

North 05° 41' 19" East, 1499.82' to the point of beginning and containing 21,092,429 square feet or 484.353 acres more or less.

Included in the above described tract, but expressly excluded are the following tracts or parcels of land.

EXCLUSION # 1 (Parcel 1.05, MAP 77)

A tract of land in the 5th Civil District of Williamson County, Tennessee, being Parcel No. 1.05 on Tax Map 77 Register's Office Williamson County, Tennessee. And being more particularly described as follows:

Containing at a concrete monument in the southerly right-of-way margin of New Highway 98 West,

a common corner with Westhaven Partners, LLC (Deed Book 2269, page 345 R.O.W.C.TN), and J.E.

Partners, L.P., et al. (Deed book 1831, Page 115 R.O.W.C.TN.) and running thence along a common line

South 6° 41' 19" West, 1499.82 feet to an iron rod in the Westhaven Partners line; thence across

the lands of J.E. Partners, L.P., North 73° 15' 09" East, 762.25 feet to an iron pin, said point

being the point of beginning of the 3.02 acre tract; thence with a curve to the right having a

length of 309.97 feet, a radius of 712.00 feet, a delta of 24° 58' 38", a chord bearing on a

distance of South 89° 37' 10" East, 307.53 feet, to an iron pin, thence South 77° 05' 51"

East, 119.34 feet, to an iron pin, thence South 12° 31' 25" West, 322.55 feet, to an iron pin.

Thence North 77° 28' 35" West, 275.42 feet, to an iron pin, thence North 11° 51' 52" West, 349.57' to the point of

beginning, containing 3.02 acres (151,627 S.F.) more or less.

Being the same property conveyed to 96 West Land Holdings II, LLC by Special Warranty Deed of record in Book 3810, page 719, Register's Office for Williamson County, Tennessee.

INCLUDED BUT EXCLUDED is the following described tract of land conveyed to Middle Tennessee Electric Membership Corporation by deed from 96 West Land Holdings II, LLC of record in Book 3948, page 861, in said Register's Office:

A certain tract or parcel of land containing 0.71 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin, bounded on the north by MTEM Substation, on the east by the proposed western right-of-way of Mack Hatcher Parkway, and on the south and west by a line parallel with Hamilton Creek, and being more particularly described as follows:

COMMENCING at a concrete monument in the southern right-of-way margin of New Hwy 96 West, a common corner with 96 West Land Holdings, LLC (Deed Book 2668 Page 41) - all record references hence are of Registrar's Office for Williamson County, Tennessee (R.O.W.C.) - and 96 West Land Holdings II, LLC. (Deed Book 3810 Page 728 and running thence along a common line South 06 degrees 43 minutes 19 seconds West 1499.82 feet to an iron rod in the 96 West Land Holdings II, LLC line; thence across the lands of 96 West Land Holdings II, LLC North 73 degrees 17 minutes 49 seconds East 762.68 feet to a 5/8" iron rebar with cap, the northwest corner of the MTEM Substation at Westhaven; thence with the western line of the substation South 11 degrees 50 minutes 16 seconds East 349.87 feet to a 5/8 inch iron rebar with cap, the POINT AND PLACE OF BEGINNING; thence along the southern boundary of said substation South 77 degrees 25 minutes 59 seconds East 275.42 feet to a 5/8 inch iron rebar with cap; thence along proposed western right-of-way margin of Mack Hatcher Parkway South 12 degrees 33 minutes 01 seconds West 32.34 feet to a new 5/8 inch iron rebar and cap set; thence 254.93 feet along a curve to the left of radius 1655.00 feet a chord bearing South 08 degrees 08 minutes 15 seconds West 254.67 feet to a new 5/8 inch iron rebar and cap set; thence leaving said proposed right-of-way and running nominally 35 feet east of and parallel with the eastern bank of Hamilton Creek the following nine (9) courses and distances (each to a point): (1) North 21 degrees 20 minutes 23 seconds West 49.37 feet; (2) North 16 degrees 06 minutes 51 seconds West 46.07 feet; (3) North 47 degrees 13 minutes 07 seconds West 40.76 feet; (4) North 88 degrees 03 minutes 35 seconds West 38.89 feet; (5) North 08 degrees 59 minutes 47 seconds East 41.58 feet; (6) North 09 degrees 13 minutes 44 seconds West 76.45 feet; (7) North 27 degrees 50 minutes 48 seconds West 33.77 feet; (8) North 55 degrees 53 minutes 13 seconds West 61.39 feet; and (9) North 51 degrees 25 minutes 11 seconds West 68.85 feet to a 5/8 inch iron rebar with cap, the POINT AND PLACE OF BEGINNING, containing 30,771 sq. ft. (0.71 acres), more or less, and being a portion of that certain tract of land conveyed by deed from the following: JJB Partnership, L.P. (Deed Book 1681 Page 121-124; Worthington Partners, L.P. (Deed Book 1681 Page 115); Elizabeth B. Jewell, (Deed Book 469 Page 975); and Fielding Dickey Jewell, (Deed Book 469 Page 975) to 96 West Land Holdings II, LLC. as recorded in Deed Book 3810 Page 728, Registry of Williamson County..

Tract 6

(Section 10) A certain tract or parcel of land containing 8.53 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the north by Section 5, Westhaven, on the east by 96 West Land Holdings, LLC and JJB Partners, LP. and south and west by 96 West Land Holdings, LLC. and being more particularly described as follows:

BEGINNING at a point in the southern right-of-way margin of Townsend Boulevard at Westhaven, a common line with 96 West Land Holdings, LLC (Deed Book 2668 Page 41 - all record references hence are of Register's Office for Williamson County, Tennessee (R.O.W.C.)) and running thence with said line S 84-41-39 E 87.29 feet to a point; thence leaving said common line and running across the lands of 96 West Land Holdings, LLC the following twenty three (23) courses and distances: thence (1) 43.57 feet along a curve to the left of radius 25.00 feet a chord S 45-22-49 W 38.26 feet; thence (2) S 04-32-43 E 78.75 feet; thence (3) N 85-27-17 E 68.05 feet; thence (4) S 35-35-30 E 120.13 feet; thence (5) S 05-04-39 E 86.87 feet; thence (6) S 11-01-17 E 72.26 feet; thence (7) S 11-22-24 E 76.08 feet; thence (8) S 06-49-41 E 90.56 feet; thence S 02-30-18 E 102.03 feet to a common corner with JJB Partners, L.P. (Deed Book 1681 Page 124); thence (10) S 07-12-00 W 1026.40 feet to a point North 07-12-00 East 82.85 feet from a planted stone; thence leaving the common line with JJB Partners, LP and running across the lands of 96 West Land Holdings, LLC (11) N 89-24-45 W 390.55 feet; thence (12) N 84-41-39 W 295.55 feet; thence (13) N 05-18-21 E 181.00 feet; thence (14) S 84-41-39 E 293.00 feet; thence (15) 363.89 feet along a curve to the left of radius 233.25 feet a chord N 50-18-21 E 328.10 feet; thence (16) N 05-18-21 E 432.21 feet; thence (17) 36.54 feet along a curve to the right of radius 318.00 feet a chord N 08-35-52 E 36.52 feet; thence (18) N 11-53-23 E 131.37 feet; thence (19) 195.90 feet along a curve to the left of radius 482.00 feet a chord N 00-14-47 E 194.55 feet; thence (20) N 11-23-48 W 123.74 feet; thence (21) 61.94 feet along a curve to the right of radius 518.00 feet a chord N 07-58-16 W 61.90 feet; thence (22) N 04-32-43 W 259.66 feet; and thence 34.97 feet along a curve to the left of radius 25.00 feet a chord N 44-37-11 W 32.19 feet to the POINT OF BEGINNING containing 371,670 square feet (8.53 Acres), more or less and comprising all of Section Ten, Westhaven as recorded in Plat Book P40 Page 22, R.O.W.C.

(Section 7) : A certain tract or parcel of land containing 17.88 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the north and east by Westhaven Section 4 (Plat Book 37 Page 4) and Section 8 and 96 West Land Holdings, LLC, on the west and south by Westhaven Partners, LLC and being more particularly described as follows:

BEGINNING at a point in the southern line of Lot 192, Section Four (Plat Book P37 Page 4.) and running thence on the lands of 96 West Land Holdings, LLC the following thirty six (36) courses and distances: (1) N 88-00-38 E 87.70 feet; thence (2) S 68-05-38 E 117.75 feet; thence (3) S 62-05-30 E 36.24 feet; thence (4) S 72-26-28 E 120.69 feet; thence (5) S 38-40-59 E 59.82 feet; thence (6) S 53-24-35 E 102.76 feet; thence (7) S 43-53-08 E 79.87 feet; thence (8) S

12363N:030177:607625:1 NASHVILLE

35-53-49 E 79.87 feet; thence (9) S 27-34-33 E 85.43 feet; thence (10) S 24-55-21 E 111.74 feet; thence (11) S 03-52-01 E 320.58 feet; thence (12) S 89-38-21 E 178.54 feet; thence (13) 45.88 feet along a curve to the right of radius 1067.00 feet a chord S 01-35-34 W 45.88 feet; thence (14) S 87-10-31 E 95.52 feet; thence (15) 30.76 feet along a curve to the left of radius 20.00 feet a chord S 47-52-16 W 27.82 feet; thence (16) 29.84 feet along a curve to the right of radius 1143.00 feet a chord S 04-33-29 W 29.84 feet; thence (17) S 05-18-21 W 292.96 feet; thence (18) N 84-41-39 W 368.68 feet; thence (19) 29.95 feet along a curve to the left of radius 20.00 feet a chord S 52-24-28 W 27.23 feet; thence (20) S 09-30-34 W 5.59 feet; thence (21) N 80-29-26 W 36.00 feet; thence (22) S 09-30-34 W 111.21 feet; thence (23) N 80-29-26 W 97.48 feet; thence (24) S 85-22-05 W 63.26 feet; thence (25) N 63-02-01 W 131.89 feet; thence (26) N 46-17-36 W 127.52 feet; thence (27) N 30-39-45 W 133.96 feet; thence (28) N 14-12-22 W 133.96 feet; thence (29) N 01-43-25 E 127.71 feet; thence (30) N 07-37-02 E 100.00 feet; thence (31) N 09-34-27 E 116.93 feet; thence (32) N 25-32-50 E 135.59 feet; thence (33) N 19-24-51 E 75.66 feet; thence (34) N 34-14-33 W 120.63 feet; thence (35) N 13-02-11 W 143.73 feet; thence (36) N 01-27-01 W 125.48 feet to the POINT OF BEGINNING containing 779,002 square feet (17.88 acres), more or less, and comprising all of Section 7, Westhaven as recorded in Plat Book P40 Page 20, R.O.W.C.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3443, page 35, Register's Office for Williamson County, Tennessee.

(Section 14)

Land in Williamson County, Tennessee, being Lot Nos. 609, 610, 617, 624, 628, 629, 630, 632, 633, 636, 637, 638, 639, 642, 643, 644, 645, 646, 647, 667, 668, 669, 670, 671, 672, 673 and 674, as shown on the Final Subdivision Plat for Westhaven, Section 14, of record in Plat Book 43, page 22, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3869, page 842, Register's Office for Williamson County, Tennessee.

(Section 13)

Land in Williamson County, Tennessee, being Lot Nos. 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606 and 607, as shown on the Final Subdivision Plat for Westhaven, Section 13, of record in Plat Book 44, page 96, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3932, page 730, Register's Office for Williamson County, Tennessee.

Tract 7

A certain tract or parcel of land containing 25.84 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven. Bounded on the north and west by 96 West Land Holdings, LLC, on the East by the lands of Westhaven Partners, LLC and on the south by James W. Jewell and being more particularly described as follows:

COMMENCING on an iron pin found at a common corner with James W. Jewell (Deed Book 2041 Page 374, all deed references are to Register's Office for Williamson County, Tennessee) and Westhaven Partners, LLC (Deed Book 2668 Page 35) and running thence South 82 degrees 15 minutes 21 seconds West 1853.62 feet to a point in said line, the POINT OF BEGINNING; thence a new line North 07 degrees 44 minutes 35 seconds West 1558.54 feet to a point in the common line with 96 West Land Holdings, LLC (Deed Book 2668 Page 41); thence with said common line the following seven (7) courses and distances: (1) South 82 degrees 24 minutes 19 seconds West 125.19 feet to a point; thence (2) North 57 degrees 48 minutes 10 seconds West 214.40 feet to a point; thence (3) North 34 degrees 55 minutes 43 seconds West 196.45 feet to a point; thence (4) South 09 degrees 28 minutes 08 seconds West 1400.01 feet to a point in the line of Boxley Spring Subdivision (Plat Book 26 Page 99); thence with said line (5) South 25 degrees 58 minutes 36 seconds East 51.64 feet to a metal fence post; thence (6) South 01 degrees 25 minutes 12 seconds West 487.90 feet to an iron rod found, a common corner with Westhaven Partners, LLC, Boxley Spring Subdivision, and James W. Jewell; thence with the line of Jewell and Westhaven Partners, LLC North 82 degrees 15 minutes 21 seconds East 831.32 feet to the POINT OF BEGINNING and containing 1,125,821 square feet or 25.84 acres, more or less.

Being the same property conveyed to 96 West Land Holdings, LLC, a Tennessee limited liability company by Quitclaim Deed from Westhaven Partners, LLC, a Tennessee limited liability company of record in Book 3443, page 31, as re-recorded in Book 3462, page 678, Register's Office for Williamson County, Tennessee.

Tract 8:

A certain tract or parcel of land containing 802,849 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by Section 17 and on the east and south by 96 West Land Holdings II, LLC, on the west by Section 22 and 96 West Land Holdings, LLC and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the eastern right-of-way margin of Eliot Road and the southeast corner of section 19 and thence running along the eastern right-of-way margin of Eliot Road 49.61 feet along a curve to the right of radius 1387.00 feet a chord S 00-17-01 E 49.60 feet; Thence leaving said right-of-way margin and running the following five (5) courses and distances each to a point, (1) S 84-59-12 E 145.37 feet; (2) S 02-21-46 W 65.07 feet; (3) S 04-35-26 W 65.00 feet; (4) S 27-45-29 W 124.87 feet; (5) S 00-22-44 E 89.80 feet to the northern right-of-way margin of Acadia Avenue; Thence running along the northern right-of-way margin of Acadia Avenue 52.61 feet along a curve to the right of radius 4019.25 feet a chord N 89-59-46 E 52.61 feet; Thence leaving said right-of-way margin S 00-22-16 W 38.50 feet to the southern right-of-way margin of Acadia Avenue; Thence running along the southern right-of-way margin of Acadia Avenue the following six (6) courses; (1) 231.17 feet along a curve to the right of radius 3980.75 feet a chord S 87-57-55 E 231.13 feet; (2) 31.37 feet along a curve to the right of radius 20.00 feet a chord S 41-21-42 E 28.25 feet; (3) S 84-59-30 E 50.02 feet; (4) 31.95 feet along a curve to the right of radius 20.00 feet a chord N 49-14-11 E 28.66 feet; (5) 96.55 feet along a curve to the right of radius 3980.75 feet a chord S 84-18-17 E 96.55 feet; (6) S 83-36-36 E 60.58 feet; Thence leaving said right-of-way margin N 07-37-43 E 38.51 feet to the eastern right-of-way margin of ; Thence running along the eastern right-of-way margin of an alley the following ten (10) courses and distances; (1) 16.44 feet along a curve to the right of radius 10.00 feet a chord N 36-31-07 W 14.65 feet; (2) 229.73 feet along a curve to the right of radius 508.00 feet a chord N 23-31-42 E 22.78 feet; (3) N 36-29-01 E 140.88 feet; (4) 15.71 feet along a curve to the right of radius 10.00 feet a chord N 81-29-01 E 14.14 feet; (5) N 35-32-44 E 36.00 feet; (6) 15.30 feet along a curve to the right of radius 10.00 feet a chord N 09-41-26 W 13.85 feet; (7) 121.60 feet along a curve to the left of radius 692.00 feet a chord N 29-06-04 E 121.45 feet; (8) N 24-04-01 E 381.08 feet; (9) 14.75 feet along a curve to the of radius 792.00 feet a chord N 23-32-00 E 14.75 feet; (10) 15.89 feet along a curve to the right of radius 10.00 feet a chord N 68-32-00 E 14.27 feet to the southern right-of-way margin of Ripley Lane; Thence along southern right-of-way margin of Ripley Lane the following five (5) courses and distances; (1) S 65-55-59 E 105.13 feet; (2) 31.31 feet along a curve to the right of radius 20.00 feet a chord S 21-05-21 E 28.21 feet; (3) S 65-38-45 E 36.00 feet; (4) 31.33 feet along a curve to the right of radius 20.00 feet a chord N 68-38-51 E 28.22 feet; (5) 157.07 feet along a curve to the left of radius 618.00 feet a chord S 73-45-49 E 156.65 feet to the eastern right of way margin of an alley; Thence leaving the southern right-of-way margin of Ripley Street along the eastern right-of-way margin of an alley the following six (6) courses and distances; (1) N 09-32-44 E 36.00 feet; (2) 17.55 feet along a curve to the right of radius 10.00 feet a chord N 30-48-43 W 15.38 feet; (3) 241.43 feet along a curve to the left of radius 1120.00 feet a chord N 13-16-55 E 240.96 feet; (4) 57.21 feet along a curve to the left of radius 111.00 feet a chord N 07-39-29 W 56.58 feet; (5) N 22-25-22 W 7.07 feet; (6) 29.14 feet along a curve to the right of radius 22.00 feet a chord N 15-31-22 E 27.06 feet to the southern right-of-way margin of Fitzgerald Street; Thence along the southern right-of-way margin of Fitzgerald Street N 53-28-06 E 159.16 feet to the eastern right-of-way margin of Keats Street; Thence along the eastern right-of-way margin of Keats Street the

Tract 8: Continued

following six (6) courses and distances; (1) N 22-25-22 W 391.13 feet; (2) N 24-21-32 W 21.49 feet; (3) N 27-20-18 W 11.58 feet; (4) N 29-27-36 W 11.96 feet; (5) N 33-32-06 W 33.25 feet; (6) N 36-31-54 W 77.15 feet to the northern right-of-way margin of an alley; Thence along the northern right-of-way margin of an alley S 53-28-06 W 358.37 feet to the western right-of-way margin of an alley; Thence along the western right-of-way margin of an alley 197.90 feet along a curve to the right of radius 520.00 feet a chord S 18-11-44 E 196.71 feet; Thence leaving said right-of-way margin S 82-42-26 W 195.00 feet to the western right-of-way margin of Jewell Avenue; Thence along the western right-of-way margin of Jewell Avenue the following four (4) courses and distances; (1) 80.79 feet along a curve to the right of radius 325.00 feet a chord S 00-10-15 E 80.59 feet; (2) S 06-57-03 W 101.20 feet; (3) 171.77 feet along a curve to the right of radius 575.00 feet a chord S 15-30-32 W 171.13 feet; (4) S 24-04-01 W 5.07 feet; Thence leaving said right-of-way margin N 65-55-59 W 55.79 feet; Thence S 42-06-06 W 26.13 feet; Thence S 42-06-06 W 46.99 feet; Thence S 42-06-06 W 15.14 feet; Thence S 42-03-34 W 12.08 feet; Thence S 42-08-29 W 12.81 feet; Thence S 42-06-06 W 33.45 feet; Thence S 35-38-38 W 8.01 feet; Thence S 48-02-13 W 8.71 feet; Thence S 42-06-06 W 32.49 feet; Thence S 20-39-27 W 11.12 feet; Thence S 20-39-27 W 9.40 feet; Thence S 18-12-10 W 13.19 feet; Thence S 21-31-11 W 37.55 feet; Thence S 20-39-27 W 29.62 feet; Thence S 20-39-27 W 28.78 feet; Thence S 18-02-48 W 22.02 feet; Thence S 15-17-26 W 13.70 feet; Thence S 15-32-00 W 51.46 feet; Thence S 16-07-48 W 16.93 feet; Thence S 16-07-48 W 23.34 feet; Thence S 12-20-54 W 12.96 feet; Thence S 12-11-33 W 10.66 feet; Thence S 25-02-52 W 10.23 feet; Thence S 01-17-06 E 12.23 feet; Thence S 02-41-00 E 9.31 feet; Thence S 02-20-28 W 17.48 feet; Thence S 09-31-26 E 11.76 feet; Thence S 07-21-34 W 5.36 feet; Thence S 60-02-45 W 6.55 feet; Thence S 52-03-45 W 35.23 feet; Thence S 53-18-43 W 10.89 feet; Thence S 35-48-48 W 10.71 feet; Thence S 42-41-12 W 11.33 feet; Thence S 41-21-20 W 35.24 feet; Thence S 55-38-11 W 11.16 feet; Thence S 55-38-11 W 10.01 feet; Thence S 49-20-33 W 7.56 feet; Thence S 63-38-12 W 5.96 feet; Thence N 82-51-42 W 451.53 feet to the POINT OF BEGINNING, containing 802,849 square feet (18.43 acres more or less).

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 292, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 296, Register's Office of Williamson County, Tennessee.

Tract 9:

A certain tract or parcel of land containing 978,366 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by Westhaven Section 22 and Section 24 and on the east south and west by 96 West Land Holdings II, LLC and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Acadia Avenue and the eastern right-of-way margin of an alley, being the southeast corner of section 24; Thence along the eastern right-of-way margin of an alley the following five (5) courses and distances; (1) 16.56 feet along a curve to the left of radius 10.00 feet a chord S 48-57-32 W 14.73 feet; (2) 12.16 feet along a curve to the left of radius 89.00 feet a chord S 02-23-17 E 12.15 feet; (3) S 06-18-13 E 590.61 feet; (4) 62.55 feet along a curve to the right of radius 311.00 feet a chord S 00-32-29 E 62.45 feet; (5) S 05-13-15 W 237.81 feet to the southern right-of-way margin of an alley; Thence along the southern right-of-way margin of an alley the following two (2) courses and distances; (1) 159.66 feet along a curve to the left of radius 788.00 feet a chord N 89-33-23 W 159.39 feet; (2) 13.86 feet along a curve to the left of radius 10.00 feet a chord S 44-55-48 W 12.78 feet to the eastern right-of-way margin of Jewell Avenue; Thence leaving the eastern right-of-way margin of Jewell Avenue and the southern right-of-way margin of an alley N 69-27-17 W 75.10 feet to the western right-of-way margin of Jewell Avenue; Thence along the western right-of-way margin of Jewell Avenue 5.56 feet along a curve to the right of radius 600.00 feet a chord S 20-48-39 W 5.56 feet; Thence leaving the western right-of-way margin of Jewell Avenue N 68-57-21 W 150.82 feet to the eastern right-of-way margin of an alley; Thence along the eastern right-of-way margin of an alley the following three (3) courses and distances; (1) 303.66 feet along a curve to the right of 478.00 feet a chord S 39-14-36 W 298.58 feet; (2) S 57-26-34 W 182.95 feet; (3) 120.94 along a curve to the right of radius 161.00 feet a chord S 78-57-43 W 118.11 feet to the eastern right-of-way margin of Eliot Road; Thence leaving the eastern right-of-way margin of Eliot road N 75-37-01 W 50.42 feet to the western right-of-way margin of Eliot Road; Thence along the western right-of-way margin of Eliot Road the following four (4) courses and distances; (1) 71.05 feet along a curve to the left of radius 245.00 feet a chord N 10-21-40 E 70.80 feet; (2) 20.32 feet along a curve to the left of radius 330.75 feet a chord N 00-17-37 E 20.31 feet; (3) N 01-27-58 W 26.57 feet; (4) 32.17 feet along a curve to the left of radius 20.00 feet a chord N 47-32-59 W 28.81 feet to the southern right-of-way margin of Tabitha Drive; Thence along the southern right-of-way margin of Tabitha Drive the following three (2) courses and distances; (1) 208.63 feet along a curve to the right of radius 318.00 feet a chord N 74-50-04 W 204.90 feet; (2) N 56-02-40 W 5.66 feet; Thence leaving the southern right-of-way margin of Tabitha Drive N 33-57-20 E 36.00 feet to the western right-of-way margin of an alley; Thence along the western right-of-way margin of an alley the following (8) courses and distances; (1) 34.75 feet along a curve to the left of radius 20.00 feet a chord N 74-11-07 E 30.54 feet; (2) 26.30 feet along a curve to the left of radius 89.00 feet a chord N 15-56-58 E 26.21 feet; (3) N 07-29-01 E 50.66 feet; (4) 140.11 feet along a curve to the right or radius 531.25 feet a chord N 15-02-21 E 139.71 feet; (5) N 22-35-41 E 111.19 feet; (6) 97.81 feet along a curve to the left of radius 318.75 feet a chord N 13-48-15 E 97.43 feet; (7) N 05-00-48 E 548.21 feet; (8) 17.49 along a curve to the left of radius 10.00 feet a chord N 45-05-57 W 15.35 feet to the southern right-of-way margin of Acadia Avenue; Thence along the southern right-of-way margin of Acadia Avenue the following twelve (12) courses and distances; (1) 152.93 feet along a curve

Tract 9: Continued

to the right of radius 3980.75 feet a chord N 85-53-20 E 152.92 feet; (2) 34.22 along a curve to the right of radius 20.00 feet a chord S 43-59-55 E 30.19 feet; (3) S 84-59-12 E 50.00 feet; (4) N 05-00-48 E 11.64 feet; (5) 29.07 along a curve to the right of radius 20.00 feet a chord N 46-39-28 E 26.58 feet; (6) 143.74 feet along a curve to the right of radius 3980.75 feet a chord N 89-20-12 E 143.73 feet; (7) 231.17 feet along a curve to the right of radius 3980.75 feet a chord S 87-57-55 E 231.13 feet; (8) 31.37 feet along a curve to the right of radius 20.00 feet a chord S 41-21-42 E 28.25 feet; (9) S 84-59-30 E 50.02 feet; (10) 31.95 feet along a curve to the right of radius 20.00 feet a chord N 49-14-11 E 28.66 feet; (11) 96.55 feet along a curve to the right of radius 3980.75 feet a chord S 84-18-17 E 96.55 feet; (12) S 83-36-36 E 60.90 feet to the POINT OF BEGINNING, containing 978,366 square feet (22.46 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 306, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 310, Register's Office of Williamson County, Tennessee.

Tract 10:

A certain tract or parcel of land containing 2,351,800 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 Highway and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Acadia Avenue and the eastern right-of-way margin of an alley, being the southeast corner of section 13; Thence N 84-41-39 W 75.00 feet to the eastern right-of-way margin of Cheltenham Avenue; Thence leaving the eastern right-of-way margin of Cheltenham Avenue S 87-54-23 W 38.82 feet to the western right-of-way margin of Cheltenham Avenue; Thence N 84-39-56 W 208.47 feet; Thence N 71-16-53 W 109.75 feet; Thence N 47-38-50 W 109.78 feet; Thence N 24-01-14 W 109.68 feet; Thence N 03-27-12 W 81.62 feet; Thence N 05-18-21 E 131.00 feet; Thence N 84-41-39 W 154.34 feet to the eastern right-of-way margin of Championship Boulevard; Thence leaving the eastern right-of-way margin of Championship Boulevard N 05-18-21 E 60.00 feet to the western right-of-way margin of Championship Boulevard; Thence leaving the western right-of-way margin of Championship Boulevard N 88-25-30 W 93.00 feet; Thence S 88-15-38 W 171.49 feet; Thence N 05-18-21 E 265.51 feet; Thence N 09-30-34 E 356.60 feet to the southern right-of-way margin of Morning Mist Lane; Thence along the southern right-of-way margin of Morning Mist Lane N 84-41-39 W 131.82 feet; Thence 29.95 feet along a curve to the left of radius 20.00 feet a chord S 52-24-28 W 27.23 feet to the eastern right-of-way margin of Wild Elm Street; Thence along the eastern right-of-way margin of Wild Elm Street S 09-30-34 W 5.59 feet; Thence leaving the eastern right-of-way margin of Wild Elm Street N 80-29-26 W 36.00 feet to the western right-of-way margin of Wild Elm Street; Thence along the western right-of-way margin of Wild Elm Street S 09-30-34 W 111.21 feet; Thence leaving the western right-of-way margin of Wild Elm Street N 80-29-26 W 97.48 feet; Thence S 85-22-05 W 63.26 feet; Thence N 81-56-07 W 1271.71 feet; Thence S 87-10-30 W 108.57 feet; Thence S 07-44-39 E 1047.14 feet; Thence N 82-15-21 E 522.02 feet; Thence S 07-48-06 E 247.33 feet; Thence S 25-08-49 W 12.91 feet; Thence S 08-25-43 E 243.40 feet; Thence N 81-34-17 E 1096.11 feet; Thence S 39-31-27 E 77.80 feet; Thence S 49-49-12 E 109.15 feet; Thence S 56-35-56 E 41.68 feet; Thence S 58-28-14 E 447.25 feet; Thence N 29-12-47 E 152.23 feet; Thence 154.47 feet along a curve to the left of radius 1038.00 feet a chord S 66-23-05 E 1544.33 feet; Thence N 19-21-07 E 76.00 feet; Thence 94.76 feet along a curve to the right of radius 962.00 feet a chord N 67-49-34 W 94.72 feet; Thence N 19-21-07 E 140.34 feet; Thence N 12-01-48 E 62.71 feet; Thence N 69-36-51 E 114.43 feet; Thence N 05-18-21 E 68.59 feet; Thence N 84-41-39 W 75.00 feet to the POINT OF BEGINNING, containing 2,351,800 square feet (53.99 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 314, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 317, Register's Office of Williamson County, Tennessee.

Tract 11:

A certain tract or parcel of land containing 1,598,839 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 Highway and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the eastern right-of-way margin of Westhaven Boulevard and the Southern right-of-way margin of 96 Highway, being the northeast corner of section 1; Thence along the eastern right-of-way margin of Westhaven Boulevard the following eight (8) courses and distances; (1) 51.90 feet along a curve to the left of radius 31.43 feet a chord S 51-48-04 W 46.21 feet; (2) S 03-18-00 W 57.98 feet; (3) 211.51 feet along a curve to the left of radius 247.00 feet a chord S 21-13-53 E 205.10 feet; (4) S 45-45-46 E 171.59 feet; (5) S 45-45-46 E 83.70 feet; (6) 289.68 feet along a curve to the right of radius 325.00 feet a chord S 20-13-43 E 280.18 feet; (7) S 05-18-21 W 77.01 feet; (8) 31.42 feet along a curve to the left of radius 20.00 feet a chord S 39-41-39 E 28.28 feet to the northern right-of-way margin of Front Street; Thence along the northern right-of-way margin of Front Street S 84-41-39 E 206.12 feet; Thence S 05-18-21 W 537.83 feet; Thence along a curve to the left 45.48 feet of radius 189.00 feet a chord N 60-21-45 E 45.37 feet; Thence N 53-28-06 E 306.93 feet; Thence S 36-31-54 E 180.00 feet to the southern right-of-way margin of Oleander Street; Thence along the southern right-of-way margin of Oleander Street N 53-28-06 E 573.00 to the eastern right-of-way margin of Keats Street; Thence along the eastern right-of-way margin of Keats Street the following three (3) courses and distances; (1) S 36-31-54 E 161.01 feet; (2) 81.22 feet along a curve to the left of radius 120.00 feet a chord S 55-55-14 E 79.67 feet; (3) S 75-18-33 E 45.97 feet; Thence leaving the eastern right-of-way margin of Keats Street N 53-28-06 E 441.58 feet to the centerline of Hamilton Creek; Thence along the centerline of Hamilton Creek the following nineteen (19) courses and distances; (1) N 25-01-57 W 60.58 feet; (2) N 30-21-05 W 65.33 feet; (3) N 07-02-43 W 70.17 feet; (4) N 16-28-19 W 43.88 feet; (5) N 06-38-05 E 35.03 feet; (6) N 43-38-49 E 48.16 feet; (7) N 18-22-41 E 43.79 feet; (8) N 31-48-26 W 25.90 feet; (9) N 56-34-00 W 20.82 feet; (10) S 70-24-07 W 28.66 feet; (11) N 52-56-29 W 66.19 feet; (12) N 11-29-26 W 65.89 feet; (13) N 50-05-07 E 28.30 feet; (14) S 88-19-58 E 52.02 feet; (15) N 64-28-30 E 63.22 feet; (16) N 10-27-34 E 52.84 feet; (17) N 11-38-20 W 47.97 feet; (18) N 04-28-08 W 74.69 feet; (19) N 01-55-38 E 33.50 feet to the southern right-of-way margin of 96 Highway; Thence along the southern right-of-way margin of 96 Highway the following four (4) courses and distances; (1) N 88-03-51 W 300.10 feet; (2) N 87-48-56 W 201.41 feet; (3) N 87-56-21 W 73.07 feet; (4) 1306.18 feet along a curve to the right of radius 7563.92 feet a chord N 82-59-32 W 1304.54 feet to the POINT OF BEGINNING, containing 1,598,839 square feet (36.70 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 300, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 303, Register's Office of Williamson County, Tennessee.

TRACT 12:

Land in Williamson County, Tennessee, Being Lot Nos. 4005, 4012, 4013 and 4014, on the Plan of Westhaven, Section 15 of record in Plat Book P48, page 120, Register's Office of Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

TRACT 13:

A certain tract or parcel of land containing 520,324.27 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 West Land Holdings, LLC future development, on the east by Westhaven Section 24 and 96 West Land Holdings II, LLC future development, on the south by Williamson County Board of Education, a Tennessee governmental entity, on the west by the Westhaven Section 17 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the northern right-of-way margin of Townsend Boulevard and the most easterly corner of Westhaven Section 17 and thence running across the right-of-way of Townsend Boulevard and easterly boundary line of Westhaven Section 17 S5°18'21"W 76.00 feet to a point on the southern right-of-way margin of Townsend Boulevard on the northerly boundary line of the Williamson County Board of Education; thence running along said right-of-way margin and boundary line the following three (3) courses and distances; (1) S84°41'39"E 20.83 feet; (2) 392.85 feet along a curve to the left of radius 538.00 feet and a chord of N74°23'13"E 384.18 feet; (3) N53°28'06"E 514.19 feet; thence 31.42 feet along a curve to the right of radius 20.00 feet and a chord of S81°31'54"E 28.28 feet to a point on the westerly right-of-way margin of Jewell Avenue and the easterly boundary line of the Williamson County Board of Education; thence running along said right-of-way margin and boundary line the following two (2) courses and distances; (1) S36°31'54"E 47.73 feet; (2) 165.85 feet along a curve to the right of radius 325.00 feet and a chord of S21°54'44"E 164.06 feet to a point on the northerly boundary line of Westhaven Section 24; thence continuing along said boundary line across said right-of-way margin N82°42'26"E 50.00 feet to a point on the easterly right-of-way margin of Jewell Avenue; thence continuing along the said boundary N82°42'26"E 145.00 feet to a point on the westerly right-of-way margin of an alley on the westerly boundary line of Westhaven Section 24; thence along said right-of-way margin and boundary line 197.90 feet along a curve to the left of radius 520.00 feet and a chord of N18°11'44"W 196.71 feet to a point on the northern right-of-way margin of an alley on the northerly boundary line of Westhaven Section 24; thence along said right-of-way margin and boundary line N53°28'06"E 358.37 feet to a point; thence leaving said right-of-way margin and boundary line across a new line the following twenty (20) courses and distances; (1) N36°31'54"W 111.84 feet; (2) 33.26 feet along a curve to the right of radius 20.00 feet and a chord of N11°06'50"E 29.56 feet; (3) 220.50 feet along a curve to the right of radius 762.00 feet and a chord of N57°02'59"E 219.74 feet; (4) N14°39'37"W 76.00 feet; (5) 252.98 feet along a curve to the left of radius 838.00 feet and a chord of S66°41'28"W 252.03 feet; (6) 29.82 feet along a curve to the right of radius 20.00 feet and a chord of N79°14'40"W 27.13 feet; (7) N36°31'54"W 139.73 feet; (8) S53°28'06"W 319.49 feet; (9) 15.23 feet along a curve to the right of radius 96.00 feet and a chord of S58°00'48"W 15.21 feet; (10) S62°33'31"W 33.62 feet; (11) 18.72 feet along a curve to the left of radius 120.18 feet and a chord of S58°00'48"W 18.70 feet; (12) S53°28'06"W 117.49 feet; (13) N36°31'54"W 32.00 feet; (14) S53°28'06"W 579.19 feet; (15) 193.50 feet along a curve to the right of radius 265.00 feet and a chord of S74°23'13"W 189.23 feet; (16) N84°41'39"W 87.83 feet; (17) S5°18'21"W 28.00 feet; (18) 18.85 feet along a curve to the right of radius 12.00 feet and a chord of S50°18'21"W 16.97 feet; (19) N84°41'39"W 103.56 feet; (20) 34.56 feet along a curve to the right of radius 22.00 feet and a chord of N39°41'39"W 31.11 feet to a point along the easterly right-of-way margin of an alley on the easterly boundary line of Westhaven Section 17; thence continuing along said right-of-way margin and boundary line S5°18'21"W 169.00 feet to a point; thence 15.71 feet along a curve to the left of radius 10.00 feet and a chord of S39°41'39"E 14.14 feet to a point along the northerly right-of-way margin of Townsend Boulevard and the northerly boundary line of Westhaven Section 17; thence continuing along said right-of-way margin and boundary line S84°41'39"E 194.56 feet to the POINT OF BEGINNING, containing 520,324.27 square feet (11.95 acres more or less) and being the land recorded as Westhaven PUD Subdivision Section 29 in Plat Book P53 Page 52, at the Register's Office of Williamson County, Tennessee.

TRACT 14:

Land lying in the 5th Civil District, Williamson County, Tennessee, Being bounded on the North by Westhaven Section 24, Plat Book 50, Page 19, on the East by 96 West Land Holding II, Book 3810, Page 719, on the South by 96 West Land Holding II, Book 3810, Page 719, and on the West by Westhaven Section 24, Plat Book 50, Page 19, being more particularly described as follows:

BEGINNING at an iron pin set at the south end of the west Right-of Way radius of the intersection of Ripley Lane and Fitzgerald Street. Thence crossing Fitzgerald Street S 65°38'45" E - 36.00' to an iron pin set in the east Right-of-Way of Fitzgerald Street. Thence continuing along the south Right-of-Way radius of Fitzgerald Street and Ripley Lane,

along a curve to the right having a length of 31.33', a radius of 20.00', a chord bearing of N 68°38'51" E, and a chord distance of 28.22' to an iron pin set in the south Right-of-Way of Ripley Lane. Thence, continuing with the south Right-of-Way of Ripley Lane the following four calls:

along a curve to the left having a length of 31.23', a radius of 618.00', a chord bearing of S 67°55'48" E, and a chord distance of 31.22' to an iron pin set. Thence,

along a curve to the left having a length of 33.13', a radius of 618.00', a chord bearing of S 70°54'48" E, and a chord distance of 33.13' to an iron pin set. Thence,

along a curve to the left having a length of 33.33', a radius of 618.00', a chord bearing of S 73°59'39" E, and a chord distance of 33.33' to an iron pin set. Thence,

along a curve to the left having a length of 33.64', a radius of 618.00', a chord bearing of S 77°05'56" E, and a chord distance of 33.64' to an iron pin set. Thence leaving said Right-of-Way and continuing southwardly,

S 24°04'01" W - 142.41' to an iron pin set in the north Right-of-Way of an alley. Thence continuing with north Right-of-Way of the alley,

along a curve to the left having a length of 20.99', a radius of 511.00', a chord bearing of S 79°24'40" E, and a chord distance of 20.99' to an iron pin. Thence crossing said alley,

S 11°45'57" W - 22.00' to an iron pin in the south Right-of-Way of said alley. Thence continuing along the Right-of-Way radius of two alleys,

along a curve to the left having a length of 31.19', a radius of 23.00', a chord bearing of S 62°54'59" W, and a chord distance of 28.85' to an iron pin set in the east Right-of-Way of an alley. Thence, continuing with the east Right-of-Way of the alley,

S 24°04'04" W - 266.81' to an iron pin set. Thence continuing along the Right-of-Way radius of two alleys,

along a curve to the left having a length of 29.92', a radius of 22.00', a chord bearing of S 14°53'21" E, and a chord distance of 27.66' to an iron pin set in the north Right-of-Way of an alley. Thence, crossing said alley,

S 36°21'12" W – 18.22' to an iron pin set in the south Right-of-Way of an alley. Thence along the south Right-of-Way of said alley the following three calls:

N 53°30'59" W – 140.84' to an iron pin set. Thence,

along a curve to the left having a length of 7.64', a radius of 39.00', a chord bearing of N 59°07'53" W, and a chord distance of 7.63' to an iron pin set. Thence,

N 64°44'48" W – 16.34' to an iron pin set at the PC of the south Right-of-Way radius of an alley and Fitzgerald Street. Thence continuing with said Right-of-Way radius,

along a curve to the left having a length of 15.40', a radius of 10.00', a chord bearing of S 71°08'02" W, and a chord distance of 13.92' to an iron pin set. Thence continuing with the east Right-of-Way of Fitzgerald Street the following two calls:

along a curve to the right having a length of 142.63', a radius of 863.00', a chord bearing of S 31°44'57" W, and a chord distance of 142.46' to an iron pin set. Thence,

S 36°29'01" W – 37.24' to an iron pin set in the east Right-of-Way of Fitzgerald Street. Thence crossing Fitzgerald Street,

N 53°30'59" W – 36.00' to an iron pin set in the west Right-of-Way radius of Fitzgerald Street and Welty Way. Thence continuing with said Right-of-Way radius,

along a curve to the left having a length of 31.42', a radius of 20.00', a chord bearing of N 08°30'59" W, and a chord distance of 28.28' to an iron pin set in the south Right-of-Way of Welty Way. Thence continuing with the south Right-of-Way of Welty Way,

N 53°30'59" W – 105.00' to an iron pin set. Thence crossing Welty Way,

N 35°32'46" E – 36.00' to an iron pin set in the east Right-of-Way radius of Welty Way and an alley. Thence continuing along the Right-of-Way radius,

along a curve to the right having a length of 15.30', a radius of 10.00', a chord bearing of N 09°41'26" W, and a chord distance of 13.85' to an iron pin set in the east Right-of-Way of an alley. Thence continuing along the east Right-of-Way of the alley the following fourteen calls:

along a curve to the left having a length of 43.65', a radius of 692.00', a chord bearing of N 32°19'42" E, and a chord distance of 43.64' to an iron pin set. Thence,

along a curve to the left having a length of 39.46', a radius of 692.00', a chord bearing of N 28°53'17" E, and a chord distance of 39.45' to an iron pin set. Thence,

along a curve to the left having a length of 38.50', a radius of 692.00', a chord bearing of N 25°39'38" E, and a chord distance of 38.49' to an iron pin set. Thence,

N 24°04'01" E - 1.02' to an iron pin set. Thence,

N 24°04'01" E - 42.00' to an iron pin set. Thence,

N 24°04'01" E - 46.00' to an iron pin set. Thence,

N 24°04'01" E - 46.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.07' to an iron pin set. Thence,

along a curve to the left having a length of 14.75', a radius of 792.00', a chord bearing of N 23°32'00" E, and a chord distance of 14.75' to an iron pin set in the south Right-of-Way radius of an alley and Ripley Lane. Thence continuing with said Right-of-Way radius,

along a curve to the right having a length of 15.89', a radius of 10.00', a chord bearing of N 68°32'00" E, and a chord distance of 14.27' to an iron pin set in the south Right-of-Way of Ripley Lane. Thence continuing along said Right-of-Way,

S 65°55'59" E - 105.13' to an iron pin set. Thence continuing along the west Right-of-Way radius of Ripley Lane and Fitzgerald Street,

along a curve to the right having a length of 31.31', a radius of 20.00', a chord bearing of S 21°05'21" E, and a chord distance of 28.21' to an iron pin set at the POINT OF BEGINNING, comprising a portion of the land conveyed to 96 West Land Holdings, LLC and 96 West Land Holdings II, LLC by deeds recorded in Book 2668, page 41, Book 3810, page 719, and Book 3810, page 728 Registers Office of Williamson County.

Tract 15

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by the south right-of-way of Acadia Avenue (38.5 ft. r.o.w. width) of Westhaven PUD Subdivision Section 22, Revision 1 as of record in plat book 53, page 143, on the east by the west right-of-way of Alley (22 ft. r.o.w. width) of Westhaven PUD Subdivision Section 26, Revision 1, Resub of Lot 991 as of record in plat book 53, page 53, and Westhaven PUD Subdivision Section 26, Revision 2, Resub of Lot 1002 as of record in plat book 54, page 39, on the west by Westhaven Section 10 Final Subdivision Plat as of record in plat book 40, page 22, and Westhaven Section 10, Revision 1, (Reconfiguration of Lots 527-530) Final Subdivision Plat as of record in plat book 47, page 71, being more particularly described as follows:

Beginning at an existing iron rod on the south right-of-way of Acadia Avenue, being the northeast property corner of Lot 526 of Westhaven Section 10, and being the northwest property corner of the herein described Westhaven Section 34 boundary;

thence leaving the aforesaid property corner with the south right-of-way line of Acadia Avenue and the north boundary line of Westhaven Section 34, through the following courses:

a curve length of 62.12 feet along a curve to the left having a radius of 619.25 feet, a delta of $5^{\circ}44'52''$, a tangent of 31.09 feet and a chord bearing and distance of $N 85^{\circ}28'56'' E$ 62.09 feet to an existing iron rod,

$N 82^{\circ}36'30'' E$ 162.29 feet to a proposed iron rod,

a curve length of 33.61 feet along a curve to the right having a radius of 20.00 feet, a delta of $96^{\circ}16'29''$, a tangent of 22.32 feet and a chord bearing and distance of $S 49^{\circ}15'15'' E$ 29.79 feet to a proposed iron rod lying on the west right-of-way of Westhaven Boulevard (50 ft. r.o.w. width),

$N 88^{\circ}52'59'' E$ 50.00 feet to a sectional point lying on the east right-of-way of Westhaven Boulevard,

$N 1^{\circ}07'01'' W$ 9.90 feet to a proposed iron rod,

a curve length of 29.23 feet along a curve to the right having a radius of 20.00 feet, a delta of $83^{\circ}43'31''$, a tangent of 17.92 feet and a chord bearing and distance of $N 40^{\circ}44'45'' E$ 26.69 feet to a proposed iron rod,

$N 82^{\circ}36'30'' E$ 15.96 feet to an existing iron rod,

a curve length of 151.46 feet along a curve to the right having a radius of 3,980.75 feet, a delta of $2^{\circ}10'48''$, a tangent of 75.74 feet and a chord bearing and distance of $N 83^{\circ}41'54'' E$ 151.45 feet to an existing iron rod, being a northeast boundary corner of Westhaven Section 34;

thence leaving the south right-of-way of Acadia Avenue and the north boundary line of Westhaven Section 34 with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 17.49 feet along a curve to the right having a radius of 10.00 feet, a delta of $100^{\circ}13'31''$, a tangent of 11.97 feet and a chord bearing and distance of S $45^{\circ}05'57''$ E 15.35 feet to an existing iron rod lying on the west right-of-way of Alley,

thence with the west right-of-way of Alley and the east boundary line of Westhaven Section 34 through the following courses:

S $5^{\circ}00'48''$ W 548.21 feet to an existing iron rod,

a curve length of 97.81 feet along a curve to the right having a radius of 318.75 feet, a delta of $17^{\circ}34'53''$, a tangent of 49.29 feet and a chord bearing and distance of S $13^{\circ}48'15''$ W 97.43 feet to an existing iron rod,

S $22^{\circ}35'41''$ W 111.19 feet to an existing iron rod,

a curve length of 140.11 feet along a curve to the left having a radius of 531.25 feet, a delta of $15^{\circ}06'40''$, a tangent of 70.46 feet and a chord bearing and distance of S $15^{\circ}02'21''$ W 139.71 feet to an existing iron rod,

S $7^{\circ}29'01''$ W 50.66 feet to an existing iron rod,

a curve length of 26.30 feet along a curve to the right having a radius of 89.00 feet, a delta of $16^{\circ}55'54''$, a tangent of 13.25 feet and a chord bearing and distance of S $15^{\circ}56'58''$ W 26.21 feet to an existing iron rod, being a southwest boundary corner of Westhaven Section 26 and a southeast boundary corner of Westhaven Section 34;

thence leaving the west right-of-way of Alley with a radius return between Alley and Tabitha Drive through the following course:

a curve length of 34.75 feet along a curve to the right having a radius of 20.00 feet, a delta of $99^{\circ}32'25''$, a tangent of 23.64 feet and a chord bearing and distance of S $74^{\circ}11'07''$ W 30.54 feet to an existing iron rod lying on the north right-of-way of Tabitha Drive (36 ft. r.o.w. width),

S $33^{\circ}57'20''$ W 36.00 feet to an existing iron rod lying on the south right-of-way of Tabitha Drive, being the southwest boundary corner of Westhaven Section 26 and the southeast boundary corner of Westhaven Section 34;

thence leaving the west and east boundary line of Westhaven Section 26 and Section 34, respectively, creating a severance line across a portion of 96 West Land Holdings II, LLC property, with the south right-of-way of Tabitha Drive and the south boundary line of Westhaven Section 34 through the following courses:

N $56^{\circ}02'40''$ W 183.92 feet to a proposed iron rod,

thence leaving the south right-of-way of Tabitha Drive with a radius return between Tabitha Drive and Westhaven Boulevard through the following course:

a curve length of 30.99 feet along a curve to the left having a radius of 20.00 feet, a delta of $88^{\circ}46'28''$, a tangent of 19.58 feet and a chord bearing and distance of $S\ 79^{\circ}34'06''\ W\ 27.98$ feet to a proposed iron rod lying on the east right-of-way of Westhaven Boulevard (50 ft. r.o.w. width),

N $54^{\circ}49'08''\ W$ 50.00 feet to a proposed iron rod lying on the west right-of-way of Westhaven Boulevard,

N $35^{\circ}10'52''\ E$ 54.52 feet to a proposed iron rod,

thence leaving the west right-of-way of Westhaven Boulevard through the following course:

N $56^{\circ}02'40''\ W$ 190.00 feet to a proposed iron rod, being the southwest boundary corner of Westhaven Section 34;

thence leaving the south boundary line of Westhaven Section 34 with the west boundary line of Westhaven Section 34 through the following courses:

N $33^{\circ}57'20''\ E$ 105.00 feet to a proposed iron rod,

N $21^{\circ}21'31''\ E$ 160.14 feet to a proposed iron rod,

N $89^{\circ}24'45''\ W$ 100.90 feet to a proposed iron rod, being the southeast property corner of Lot 528 of Westhaven Section 10;

thence with the east boundary line of Westhaven Section 10 through the following course:

N $7^{\circ}12'00''\ E$ 435.66 feet to the point of beginning, containing 397,357 square feet or 9.122 acres.

Tract 16

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by Lot 4001 of Westhaven Section 25 and Section 15 (Lot 4001) as of record in plat book 51, page 131, on the east by Lot 4021 of Westhaven Section 25 and Section 15 (Lot 4001) as of record in plat book 51, page 131, and 96 West Land Holdings, LLC, as of record in deed book 2668, page 41, on the south by the north right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 29 as of record in plat book 53, page 52, on the west by the east right-of-way of Alley (22 ft. r.o.w.), north right-of-way of Oleander Street (50' r.o.w.) and east right-of-way of Westhaven Boulevard (32 ft. r.o.w.) of Westhaven Section 17 as of record in plat book 48, page 96, and on the west by the east right-of-way of Westhaven Boulevard (50 ft. r.o.w.) of Westhaven Section 15 as of record in plat book 44, page 88, being more particularly described as follows:

Commencing at an existing concrete monument, being a point of curvature of a radius return between the east right-of-way of Westhaven Boulevard (50 ft. r.o.w.) and the south right-of-way of Front Street (50 ft. r.o.w.) of Westhaven Section 15 as of record in plat book 44, page 88, and being a northwest property corner of Lot 4001 Westhaven Section 15;

thence leaving the aforesaid property corner with the east right-of-way line of Westhaven Boulevard and west property line of Lot 4001 through the following course:

S 5°18'21" W 121.34 feet to a proposed iron rod, being the northwest boundary corner and point of beginning for the herein described Westhaven Section 35 boundary;

thence leaving the east right-of-way of Westhaven Boulevard and west property line of Lot 4001, creating a severance line across a portion of Lot 4001, with a radius return between Westhaven Boulevard and Alley, being the north boundary line of Westhaven Section 35 through the following courses:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of 90°00'00", a tangent of 20.00 feet and a chord bearing and distance of S 39°41'39" E 28.28 feet to a proposed iron rod lying on the north right-of-way of Alley (26 ft. r.o.w.),

S 84°41'39" E 206.12 feet to a proposed iron rod lying on the west and east property line of Lot 4021 and Lot 4001, respectively, being the northeast boundary corner of Westhaven Section 35;

thence leaving the north right-of-way of Alley and the north boundary line of Westhaven Section 35 with the west and east property line of Lot 4021 and Lot 4001, respectively, and the east boundary line of Westhaven Section 35 through the following courses:

S 5°18'21" W 280.21 feet, passing the southeast property corner of Lot 4001 at a distance of 244.00 feet, to a proposed iron rod, lying on a radius return between east right-of-way of Alley (26' r.o.w.) and north right-of-way of Alley (22 ft. r.o.w.);

thence leaving the west property line of Lot 4021, creating a severance line across a portion of Lot 4021, with aforesaid radius return through the following courses:

a curve length of 7.53 feet along a curve to the left having a radius of 22.00 feet, a delta of $19^{\circ}36'48''$, a tangent of 3.80 feet and a chord bearing and distance of $S 74^{\circ}53'15'' E$ 7.49 feet to a proposed iron rod,

$S 84^{\circ}41'39'' E$ 3.16 feet to a proposed iron rod, thence leaving the north right-of-way of Alley through the following course:

$S 5^{\circ}18'21'' W$ 22.00 feet to a proposed iron rod lying on the south right-of-way of Alley, thence leaving the aforesaid Alley right-of-way through the following course:

$S 31^{\circ}45'57'' E$ 150.09 feet, passing the south property line of Lot 4021 at a distance of 14.19 feet, creating a severance line across a portion of 96 West Land Holdings, LLC, property, to a proposed iron rod lying on the north right-of-way of Oleander Street (50 ft. r.o.w. width), thence with the north right-of-way of Oleander Street through the following course:

$N 58^{\circ}14'03'' E$ 13.29 feet to a proposed iron rod, thence leaving the north right-of-way of Oleander Street through the following course:

$S 33^{\circ}50'35'' E$ 50.03 feet to a proposed iron rod lying on the south right-of-way of Oleander Street, thence leaving the south right-of-way of Oleander Street with a radius return between Oleander Street and Eliot Road (48' ft. r.o.w.) through the following courses:

a curve length of 29.92 feet along a curve to the left having a radius of 20.00 feet, a delta of $85^{\circ}42'03''$, a tangent of 18.55 feet and a chord bearing and distance of $S 15^{\circ}23'01'' W$ 27.20 feet to a proposed concrete monument lying on the east right-of-way of Eliot Road,

a curve length of 18.99 feet along a curve to the right having a radius of 224.00 feet, a delta of $4^{\circ}51'30''$, a tangent of 9.50 feet and a chord bearing and distance of $S 25^{\circ}02'15'' E$ 18.99 feet to a proposed iron rod, thence leaving aforesaid Eliot Road right-of-way through the following course:

$N 66^{\circ}57'40'' E$ 162.78 feet to a proposed iron rod lying on the west right-of-way of Alley (22 ft. r.o.w.), thence leaving aforesaid Alley right-of-way through the following course:

$S 88^{\circ}05'13'' E$ 22.00 feet to a proposed iron rod lying on the east right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

$S 1^{\circ}54'47'' W$ 144.54 feet to a proposed iron rod,

a curve length of 36.23 feet along a curve to the left having a radius of 54.00 feet, a delta of $38^{\circ}26'42''$, a tangent of 18.83 feet and a chord bearing and distance of $S 17^{\circ}18'34'' E$ 35.56 feet to a proposed iron rod,

$S 36^{\circ}31'54'' E$ 41.07 feet to a proposed iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Porter Street through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S 81^{\circ}31'54'' E 14.14$ feet to a proposed iron rod lying on the north right-of-way of Porter Street (36 ft. r.o.w.), thence leaving aforesaid Porter Street right-of-way through the following course:

$S 36^{\circ}31'54'' E 36.00$ feet to a proposed iron rod lying on the south right-of-way of Porter Street, thence with the aforesaid Porter Street right-of-way through the following course:

$S 53^{\circ}28'06'' W 18.91$ feet to a proposed concrete monument, thence leaving the south right-of-way of Porter Street with a radius return between Porter Street and Tilby Street through the following course:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 20.00 feet and a chord bearing and distance of $S 8^{\circ}28'06'' W 28.28$ feet to a proposed concrete monument, thence with the east right-of-way of Tilby Street (36 ft. r.o.w.) through the following course:

$S 36^{\circ}31'54'' E 105.00$ feet to a proposed iron rod, thence leaving the east right-of-way of Tilby Street with a radius return between Tilby Street and Alley through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S 81^{\circ}31'54'' E 14.14$ feet to a proposed iron rod lying on the north right-of-way of Alley (22 ft. r.o.w.), being the southeast corner of Westhaven Section 35;

thence with the north right-of-way of Alley and the south boundary line of Westhaven Section 35 through the following courses:

$S 53^{\circ}28'06'' W 102.69$ feet to an existing iron rod,

a curve length of 193.50 feet along a curve to the right having a radius of 265.00 feet, a delta of $41^{\circ}50'15''$, a tangent of 101.29 feet and a chord bearing and distance of $S 74^{\circ}23'13'' W 189.23$ feet to an existing iron rod,

$N 84^{\circ}41'39'' W 89.83$ feet to an existing iron rod lying on the west right-of-way of Eliot Road (48 ft. r.o.w.), thence leaving north right-of-way of Alley with the west right-of-way of Eliot Road through the following course:

$S 5^{\circ}14'37'' W 29.99$ feet to an existing iron rod, thence leaving the aforesaid Eliot Road right-of-way with a radius return between Eliot Road and Alley through the following course:

a curve length of 15.72 feet along a curve to the right having a radius of 10.00 feet, a delta of $90^{\circ}03'44''$, a tangent of 10.01 feet and a chord bearing and distance of $S 50^{\circ}16'29'' W 14.15$ feet to an existing iron rod lying on the north right-of-way of Alley (22 ft. r.o.w.), thence with the north right-of-way of Alley through the following course:

$N 84^{\circ}41'39'' W 103.59$ feet to an existing iron rod, thence leaving the aforesaid Alley right-of-way with a radius return between Alley and Alley through the following course:

a curve length of 34.56 feet along a curve to the right having a radius of 22.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 22.00 feet and a chord bearing and distance of $N 39^{\circ}41'39'' W 31.11$ feet to an existing iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), being the southwest boundary corner of Westhaven Section 35;

thence with the east right-of-way of Alley and the west boundary line of Westhaven Section 35 through the following courses:

$N 5^{\circ}18'21'' E$ 450.38 feet to a point, leaving the east right-of-way of Alley at a distance of 390.94 feet, lying on the north right-of-way of Oleander Street (50 ft. r.o.w.), thence with the aforesaid Oleander Street right-of-way through the following course:

$N 88^{\circ}47'08'' W$ 161.55 feet to an existing concrete monument, thence leaving the north right-of-way of Oleander Street with a radius return between Oleander Street and Westhaven Boulevard through the following course:

a curve length of 14.04 feet along a curve to the right having a radius of 10.00 feet, a delta of $80^{\circ}26'44''$, a tangent of 8.46 feet and a chord bearing and distance of $N 48^{\circ}33'46'' W 12.92$ feet to an existing concrete monument lying on the west right-of-way of Westhaven Boulevard (32 ft. r.o.w.), thence with the aforesaid Westhaven Boulevard right-of-way through the following courses:

a curve length of 37.35 feet along a curve to the left having a radius of 516.00 feet, a delta of $4^{\circ}08'50''$, a tangent of 18.68 feet and a chord bearing and distance of $N 10^{\circ}24'49'' W 37.34$ feet to an existing concrete monument,

$N 12^{\circ}29'14'' W$ 39.82 feet to an existing concrete monument,

a curve length of 150.30 feet along a curve to the right having a radius of 484.00 feet, a delta of $17^{\circ}47'35''$, a tangent of 75.76 feet and a chord bearing and distance of $N 3^{\circ}35'26'' W 149.70$ feet to an existing concrete monument,

$N 5^{\circ}18'21'' E$ 279.62 feet to the point of beginning, containing 293,693 square feet or 6.74 acres.

Tract 17

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by the south right-of-way of Welty Way (36 ft. r.o.w.), east right-of-way of Fitzgerald Street (36 ft. r.o.w.) and south right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 28 as of record in plat book 54, page 150, on the east and south by 96 West Land Holdings II, LLC, as of record in deed book 3810, page 719, on the west by the east right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 26 as of record in plat book 52, page 80, and east right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 24 as of record in plat book 50, page 19, being more particularly described as follows:

Beginning at an existing iron rod, being a point of curvature of a radius return between the east right-of-way of Alley and the south right-of-way of Welty Way, being a northwest property corner of the herein described Westhaven Section 36 boundary;

thence leaving the aforesaid property corner with the south right-of-way line of Welty Way and north boundary line of Westhaven Section 36 through the following courses:

S 53°30'59" E 105.00 feet to an existing iron rod, thence leaving the aforesaid Welty Way right-of-way with a radius return between Welty Way and Fitzgerald Street through the following course:

a curve length of 31.42 feet along a curve to the right having a radius of 20.00 feet, a delta of 90°00'00", a tangent of 20.00 feet and a chord bearing and distance of S 8°30'59" E 28.28 feet to an existing iron rod lying on the west right-of-way of Fitzgerald Street, thence leaving the aforesaid Fitzgerald Street right-of-way through the following course:

S 53°30'59" E 36.00 feet to an existing iron rod lying on the east right-of-way of Fitzgerald Street, thence with the aforesaid Fitzgerald Street right-of-way through the following courses:

N 36°29'01" E 37.24 feet to an existing iron rod,

a curve length of 142.62 feet along a curve to the left having a radius of 863.00 feet, a delta of 9°28'08", a tangent of 71.47 feet and a chord bearing and distance of N 31°44'57" E 142.46 feet to an existing iron rod, thence leaving aforesaid Fitzgerald Street right-of-way with a radius return between Fitzgerald Street and Alley through the following course:

a curve length of 15.40 feet along a curve to the right having a radius of 10.00 feet, a delta of 88°14'19", a tangent of 9.70 feet and a chord bearing and distance of N 71°08'03" E 13.92 feet to an existing iron rod lying on the south right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

S 64°44'48" E 16.34 feet to an existing iron rod,

a curve length of 7.64 feet along a curve to the right having a radius of 39.00 feet, a delta of $11^{\circ}13'49''$, a tangent of 3.83 feet and a chord bearing and distance of $S\ 59^{\circ}07'53''\ E\ 7.63$ feet to an existing iron rod,

$S\ 53^{\circ}30'59''\ E\ 126.70$ feet to an iron rod set, being the northeast boundary corner of Westhaven Section 36;

thence leaving the south right-of-way of Alley, creating a severance line across a portion of 96 West land Holdings II, LLC property, with the east right-of-way of Alley (22 ft. r.o.w.) and the east boundary line of Westhaven Section 36 through the following courses:

a curve length of 113.52 feet along a curve to the right having a radius of 611.00 feet, a delta of $10^{\circ}38'41''$, a tangent of 56.92 feet and a chord bearing and distance of $S\ 31^{\circ}09'40''\ W\ 113.35$ feet to a proposed iron rod,

$S\ 36^{\circ}29'01''\ W\ 196.69$ feet to a proposed iron rod,

a curve length of 70.58 feet along a curve to the left having a radius of 193.00 feet, a delta of $20^{\circ}57'11''$, a tangent of 35.69 feet and a chord bearing and distance of $S\ 26^{\circ}00'25''\ W\ 70.19$ feet to a proposed iron rod, thence leaving the aforesaid Alley right-of-way with a radius return between Alley and Acadia Avenue through the following course:

a curve length of 17.30 feet along a curve to the left having a radius of 10.00 feet, a delta of $99^{\circ}08'28''$, a tangent of 11.74 feet and a chord bearing and distance of $S\ 34^{\circ}02'24''\ E\ 15.22$ feet to a proposed iron rod lying on the north right-of-way of Acadia Avenue (38.5 ft. r.o.w.), thence leaving aforesaid Acadia Avenue right-of-way through the following course:

$S\ 6^{\circ}18'14''\ W\ 38.50$ feet to a proposed iron rod lying on the south right-of-way of Acadia Avenue, thence leaving the aforesaid Acadia Avenue right-of-way with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 17.32 feet along a curve to the left having a radius of 10.00 feet, a delta of $99^{\circ}15'13''$, a tangent of 11.76 feet and a chord bearing and distance of $S\ 46^{\circ}45'45''\ W\ 15.24$ feet to a proposed iron rod lying on the east right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

a curve length of 11.59 feet along a curve to the left having a radius of 193.00 feet, a delta of $3^{\circ}26'21''$, a tangent of 5.79 feet and a chord bearing and distance of $S\ 4^{\circ}35'02''\ E\ 11.58$ feet to a proposed iron rod,

$S\ 6^{\circ}18'13''\ E\ 516.62$ feet to a proposed iron rod,

a curve length of 128.53 feet along a curve to the right having a radius of 639.00 feet, a delta of $11^{\circ}31'27''$, a tangent of 64.48 feet and a chord bearing and distance of $S\ 0^{\circ}32'29''\ E\ 128.31$ feet to a proposed iron rod,

$S\ 5^{\circ}13'15''\ W\ 43.10$ feet to a proposed iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Rathmore Street through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S\ 39^{\circ}46'45''\ E\ 14.14$ feet to a proposed iron rod lying on the north right-of-way of Rathmore Street (36 ft. r.o.w.), thence leaving the aforesaid Rathmore Street right-of-way through the following course:

$S\ 5^{\circ}13'15''\ W\ 36.00$ feet to a proposed iron rod lying on the south right-of-way of Rathmore Street, being the southeast boundary corner of Westhaven Section 36;

thence leaving the aforesaid boundary corner with the south right-of-way of Rathmore Street and the south boundary line of Westhaven Section 36 through the following courses:

$N\ 84^{\circ}46'45''\ W\ 147.00$ feet to a proposed iron rod, thence leaving the south right-of-way of Rathmore Street with a radius return between Rathmore Street and Fitzgerald Street through the following course:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 20.00 feet and a chord bearing and distance of $S\ 50^{\circ}13'15''\ W\ 28.28$ feet to a proposed iron rod lying on the east right-of-way of Fitzgerald Street (36 ft. r.o.w.), thence leaving aforesaid Fitzgerald Street right-of-way through the following course:

$N\ 84^{\circ}46'45''\ W\ 36.00$ feet to a proposed iron rod lying on the west right-of-way of Fitzgerald Street, thence with the aforesaid Fitzgerald Street right-of-way through the following course:

$N\ 5^{\circ}13'15''\ E\ 27.47$ feet to a proposed iron rod, thence leaving the west right-of-way of Fitzgerald Street through the following course:

$N\ 84^{\circ}46'45''\ W\ 135.00$ feet to a proposed iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), being the southwest boundary corner of Westhaven Section 36;

thence leaving the aforesaid boundary corner with the east right-of-way of Alley and the west boundary line of Westhaven Section 36 through the following courses:

$N\ 5^{\circ}13'15''\ E\ 81.63$ feet to a proposed iron rod,

a curve length of 62.55 feet along a curve to the left having a radius of 311.00 feet, a delta of $11^{\circ}31'27''$, a tangent of 31.38 feet and a chord bearing and distance of $N\ 0^{\circ}32'29''\ W\ 62.45$ feet to a proposed iron rod,

$N\ 6^{\circ}18'13''\ W\ 590.61$ feet to proposed iron rod, passing 2 proposed iron rods located at the south and north radius return between Alley and Bramble Street at a distance of 237.00 feet and 294.15 feet, respectively,

a curve length of 12.16 feet along a curve to the right having a radius of 89.00 feet, a delta of $7^{\circ}49'52''$, a tangent of 6.09 feet and a chord bearing and distance of $N\ 2^{\circ}23'17''\ W\ 12.15$ feet to an existing iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Acadia Avenue through the following course:

a curve length of 16.56 feet along a curve to the right having a radius of 10.00 feet, a delta of $94^{\circ}51'43''$, a tangent of 10.89 feet and a chord bearing and distance of $N 48^{\circ}57'31'' E$ 14.73 feet to an existing iron rod lying on the south right-of-way of Acadia Avenue (38.5 ft. r.o.w.), thence leaving the aforesaid Acadia Avenue right-of-way through the following course:

$N 7^{\circ}09'15'' E$ 38.50 feet to an existing iron rod lying on the north right-of-way of Acadia Avenue, thence leaving the aforesaid Acadia Avenue right-of-way with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 16.44 feet along a curve to the right having a radius of 10.00 feet, a delta of $94^{\circ}11'00''$, a tangent of 10.76 feet and a chord bearing and distance of $N 36^{\circ}31'08'' W$ 14.65 feet to an existing iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), thence with the aforesaid Alley right-of-way through the following courses:

a curve length of 229.73 feet along a curve to the right having a radius of 508.00 feet, a delta of $25^{\circ}54'39''$, a tangent of 116.86 feet and a chord bearing and distance of $N 23^{\circ}31'41'' E$ 227.78 feet to an existing iron rod,

$N 36^{\circ}29'01'' E$ 140.88 feet to an existing iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Welty Way (36 ft. r.o.w.) through the following course:

a curve length of 15.71 feet along a curve to the right having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $N 81^{\circ}29'01'' E$ 14.14 feet to the point of beginning, containing 390,104 square feet or 8.96 acres.

Being a portion of parcel 28.05 on property control map 64 conveyed to 96 West Land Holdings, II, LLC as of record in deed book 3810, page 719, R.O.W.C., Tennessee.

Tract 18:

Westhaven Partners, LLC

A Portion of Parcel 23.20 and Parcel 1.04 on
Property Control Maps 64 and 77, respectively

A certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee, in the City of Franklin; said parcel being bounded on the north by Front Street (50' right of way); on the east by Westhaven Section 25, as of record in Plat Book 51, Page 131, Register's Office for Williamson County, TN (R.O.W.C.) by 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41; on the south by 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41, and by Westhaven Section 35, as of record in Plat Book 56, Page 116, R.O.W.C.; on the west by Westhaven Section 35 and by Westhaven Section 15, as of record in Plat Book 57, Page 26, R.O.W.C.; said parcel being more particularly described as follows:

BEGINNING at an existing iron rod, being in the southerly right of way of Front Street (50' ROW) at the northeasterly corner of Westhaven Section 15 as of record in Plat Book 57, Page 26, R.O.W.C.; said iron rod also being the northwesterly most corner of said herein described Section 37;

THENCE, with said southerly right of way of Front Street for the following three calls:

South 84° 41' 39" East, 58.18 to an existing concrete monument;

With a curve to the left, said curve having a radius of 325.00 feet, a delta angle of 11° 43' 59", an arc length of 66.55 feet, and a chord bearing North 89° 26' 22" East, for a distance of 66.44 feet to a set iron rod;

Continuing with Front Street across the intersection of Oleander Street (50' ROW) with a curve to the left, said curve having a radius of 325.00 feet, a delta angle of 15° 17' 34", an arc length of 86.74 feet, and a chord bearing North 75° 55' 36" East, for a distance of 86.49 feet to a set iron rod at the radius return for Oleander Street;

THENCE, leaving Front Street with the easterly right of way margin of Oleander Street for the following four calls:

With a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 71° 38' 27", an arc length of 25.01 feet, and a chord bearing South 32° 27' 35" West, for a distance of 23.41 feet to a set iron rod;

South 03° 21' 38" East, 3.25 feet to a concrete monument set;

With a curve to the right, said curve having a radius of 525.00 feet, a delta angle of 08° 39' 59", an arc length of 79.41 feet, and a chord bearing South 00° 58' 22" West, for a distance of 79.33 feet to a concrete monument set;

South 05° 18' 21" West, 13.34 feet to a set iron pin;

THENCE, leaving Oleander Street with the northerly right of way of a public alley (26' ROW) for the following three calls:

With a curve to the left, said curve having a radius of 20.00 feet, a delta angle of $90^{\circ} 00' 00''$, an arc length of 31.42 feet, and a chord bearing South $39^{\circ} 41' 39''$ East, 28.28 feet to a set iron rod;

South $84^{\circ} 41' 39''$ East, 24.96 feet to a set iron rod;

With a curve to the left, said curve having a radius of 337.00 feet, a delta angle of $13^{\circ} 42' 40''$, an arc length of 80.64 feet, and a chord bearing North $88^{\circ} 27' 01''$ East, for a distance of 80.45 feet to a point at the terminus of said alley right of way,

THENCE, with the terminus of said alley, South $08^{\circ} 24' 18''$ East, 26.00 feet to a set iron rod;

THENCE, with the westerly line of Westhaven Section 25, as of record in Plat Book 51, Page 131, R.O.W.C., South $05^{\circ} 18' 21''$ West, 130.40 feet to a point at the easterly terminus of Jewell Avenue (50' ROW);

THENCE, with the terminus of Jewell Avenue, South $06^{\circ} 28' 50''$ West, 50.00 feet to a point in the southerly right of way of Jewell Avenue;

THENCE, with said southerly right of way of Jewell Avenue and a curve to the left, said curve having a radius of 225.00 feet, a delta angle of $01^{\circ} 10' 28''$, an arc length of 4.61 feet, and a chord bearing North $84^{\circ} 06' 25''$ West, for a distance of 4.61 feet to a concrete monument set;

THENCE, North $84^{\circ} 41' 39''$ West, 16.36 feet to a set iron pin;

THENCE, leaving Jewell Avenue with the westerly line of property conveyed to 96 West Land Holdings, LLC, as of record in Deed Book 2668, Page 41, R.O.W.C., South $05^{\circ} 18' 21''$ West, 135.13 feet to a set iron pin in the northerly right of way margin of a Public Alley (22' ROW);

THENCE, with said Alley's northerly right of way and a curve to the right, said curve having a radius of 311.00 feet, a delta angle of $28^{\circ} 29' 44''$, an arc length of 154.67 feet, and a chord bearing South $52^{\circ} 29' 53''$ East, for a distance of 153.08 feet to a point at the northeast terminus of said Public Alley;

THENCE, with said terminus, South $51^{\circ} 44' 59''$ West, 22.00 feet to a set iron pin;

THENCE, with a curve to the left, said curve having a radius of 22.00 feet, a delta angle of $88^{\circ} 16' 53''$, an arc length of 33.90 feet, and a chord bearing North $82^{\circ} 23' 28''$ West, for a distance of 30.64 feet to a set iron pin in a Public Alley (22' ROW);

THENCE, continuing with the line of 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41, ROWC, South $53^{\circ} 28' 06''$ West, 159.26 feet to a set iron pin;

THENCE, with a curve to the left, said curve having a radius of 22.00 feet, a delta angle of $51^{\circ} 33' 18''$, an arc length of 19.80 feet, and a chord bearing South $27^{\circ} 41' 26''$ West, for a distance of 19.13 feet to a set iron pin;

THENCE, crossing said alley, North $01^{\circ} 54' 47''$ East, 71.72 feet to a point;

THENCE, North $88^{\circ} 05' 13''$ West, 22.00 feet to an existing iron rod in the westerly right of way margin of a Public Alley (22' ROW);

THENCE, leaving said Alley with the northerly line of Westhaven Section 35, as of record in Plat Book 56, Page 116a, ROWC, South $66^{\circ} 57' 40''$ West, 162.78 feet to an existing iron rod in the easterly right of way margin of Elliot Road (48' ROW);

THENCE, with said easterly right of way of Elliot Road and a curve to the left, said curve having a radius of 224.00 feet, a delta angle of $04^{\circ} 51' 30''$, an arc length of 18.99 feet, and a chord bearing of North $25^{\circ} 02' 15''$ West, for a distance of 18.99 feet to an existing concrete monument;

THENCE, with a curve to the right, said curve having a radius of 20.00 feet, a delta angle of $85^{\circ} 42' 03''$, an arc length of 29.92 feet, and a chord bearing North $15^{\circ} 23' 01''$ East, for a distance of 27.20 feet to an existing concrete monument at the radius return in the southerly right of way margin of Oleander Street;

THENCE, crossing Oleander Street, North $33^{\circ} 50' 35''$ West, 50.03 feet to an existing iron rod in the northerly right of way margin of Oleander Street;

THENCE, with the northerly right of way of Oleander Street, South $58^{\circ} 14' 03''$ West, 13.29 feet to an existing iron rod;

THENCE, leaving Oleander Street with the easterly line of Westhaven Section 35, as of record in Plat Book 56, Page 116, ROWC, North $31^{\circ} 45' 57''$ West, 150.09 feet to an existing iron rod in the southerly margin of a Public Alley (22' ROW);

THENCE, crossing said Alley, North $05^{\circ} 18' 21''$ East, 22.00 feet to an existing iron rod in the northerly right of way margin of said Public Alley,

THENCE, with said Alley right of way, North $84^{\circ} 41' 39''$ West, 3.16 feet to an existing iron rod;

THENCE, continuing with said Alley right of way along a curve to the right, said curve having a radius of 22.00 feet, a delta angle of $19^{\circ} 36' 48''$, an arc length of 7.53 feet, and a chord bearing North $74^{\circ} 53' 15''$ West, 7.49 feet to an existing iron rod;

THENCE, with the easterly line of Westhaven Section 35, North $05^{\circ} 18' 21''$ East, 252.94 feet to an existing iron rod in the southerly right of way of a Public Alley (26' ROW);

THENCE, with said southerly right of way of Public Alley for the following four calls:

With a curve to the right, said curve having a radius of 22.00 feet, a delta angle of $19^{\circ} 36' 48''$, an arc length of 7.53 feet, and a chord bearing North $85^{\circ} 29' 57''$ East, for a distance of 7.49 feet to an existing iron rod;

South $84^{\circ} 41' 39''$ East, 12.57 feet to an existing iron rod;

With a curve to the right, said curve having a radius of 187.00 feet, a delta angle of $05^{\circ} 23' 59''$, an arc length of 17.62 feet, and a chord bearing of South $81^{\circ} 59' 39''$ East, for a distance of 17.62 feet to an existing iron rod;

Continuing with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of $47^{\circ} 15' 31''$, an arc length of 18.15 feet, and a chord bearing South $55^{\circ} 39' 55''$ East, for a distance of 17.64 feet to a point;

THENCE, crossing said Public Alley, North $15^{\circ} 28' 27''$ East, 32.35 feet to a set iron rod in the northerly right of way of said Public Alley;

THENCE, with said Public Alley right of way and a curve to the left, said curve having a radius of 213.00 feet, a delta angle of $02^{\circ} 04' 03''$, an arc length of 7.69 feet, and a chord bearing North $75^{\circ} 33' 34''$ West, for a distance of 7.69 feet to an existing iron rod, said iron rod being the southeasterly corner of Westhaven Section 15, as of record in Plat Book 57, Page 26, R.O.W.C.;

THENCE, with said easterly line of Westhaven Section 15, North $05^{\circ} 15' 17''$ East, 163.47 feet to the POINT OF BEGINNING, and containing 207,590.281 square feet or 4.77 acres.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6068, Page 947, Register's Office for Williamson County, Tennessee.

Tract 19:

BEING a certain parcel or tract of land situated in the 5th Civil District of Williamson County, Tennessee, said parcel being bounded on the north by New Highway 96 West (Major Arterial—Right-of-way varies), on the East by Mack Hatcher Parkway (proposed), on the south by the remainder of Parcel 28.05, and on the west by Hamilton Creek; said parcel being more particularly described as follows:

BEGINNING at a right-of-way marker in the southerly right-of-way of the proposed S.R. 96 (New Highway 96 West) and shown on T.D.O.T. Project # STP/HPP-397(10) at 58.90 feet right of Station 24+91.55, said right-of-way marker also being the northwesterly corner of said herein-described parcel;

THENCE, with said south right-of-way of S.R. 96 for the following two calls:

South 88° 37' 19" East, for a distance of 122.71 feet to a right-of-way marker;

South 80° 37' 56" East, for a distance of 636.63 feet to a right-of-way marker at the intersection of S.R. 96 right-of-way with the westerly right-of-way of S.R. 397 (Mack Hatcher Parkway);

THENCE, with said westerly right-of-way of Mack Hatcher for the following three calls:

South 41° 00' 20" East, for a distance of 315.06 feet to a right-of-way marker;

Southwesterly, with a curve to the right, said curve having a radius of 2906.00 feet, a delta angle of 05° 10' 46", an arc length of 262.70 feet, and a chord bearing South 17° 10' 52" West, for a distance of 262.61 feet to a right-of-way marker;

South 17° 30' 45" West, for a distance of 609.05 feet to an iron pin (set), said iron pin being the southeasterly corner of said herein described parcel;

THENCE, leaving Mack Hatcher right-of-way with new lines across the remainder of Parcel 28.05 for the following two calls:

North 77° 07' 15" West, for a distance of 168.76 feet to an iron pin (set);

Southwesterly with a curve to the left, said curve having a radius of 838.00 feet, a delta angle of 44° 50' 12", an arc length of 655.77 feet, and a chord bearing South 80° 27' 40" West, for a distance of 639.17 feet to an iron pin (set);

THENCE, with the radius return onto the easterly right-of-way of Keats Street (40-ft right-of-way) and a curve to the right, said curve having a radius of 20.00 feet, a delta angle of 85° 25' 32", an arc length of 29.82 feet, and a chord bearing North 79° 14' 40" West, 27.13 feet to an iron pin (set);

THENCE, with said easterly right-of-way of Keats Street, also being the easterly line of Westhaven Section 39, for the following three calls:

North 36° 31' 54" West, for a distance of 199.59 feet to an iron pin (set);

Northwesterly with a curve to the left, said curve having a radius of 168.00 feet, a delta angle of 26° 50' 48", an arc length of 78.72 feet, and a chord bearing North 49° 57' 18" West, for a distance of 78.00 feet to an iron pin (set);

North 63° 22' 42" West, for a length of 168.16 feet to an iron pin (set);

THENCE, leaving Keats Street and with the south line of Westhaven Section 25 for the following three calls:

Southeasterly with a curve to the left, said curve having a radius of 120.00 feet, a delta angle of 11° 54' 38", an arc length of 24.95 feet, and a chord bearing South 69° 21' 14" East, for a distance of 24.90 feet to a p.k. nail (set);

South 75° 18' 33" East, for a distance of 45.97 feet;

North 53° 28' 06" East, for a distance of 441.58 feet to a point in the center of Hamilton Creek;

THENCE, with the meanders of the Hamilton Creek centerline to points as follows:

North 25° 01' 57" West, for a distance of 60.58 feet to a point;

North 30° 21' 05" West, for a distance of 65.33 feet to a point;

North 07° 02' 43" West, for a distance of 70.17 feet to a point;

North 16° 28' 19" West, for a distance of 43.88 feet to a point;

North 06° 38' 05" East, for a distance of 35.03 feet to a point;

North 43° 38' 49" East, for a distance of 48.16 feet to a point;

North 18° 22' 41" East, for a distance of 43.79 feet to a point;

North 31° 48' 26" West, for a distance of 25.90 feet to a point;

North 56° 34' 00" West, for a distance of 20.82 feet to a point;

South 70° 24' 07" West, for a distance of 28.66 feet to a point;

North 52° 56' 29" West, for a distance of 66.19 feet to a point;

North 11° 29' 26" West, for a length of 65.89 feet to a point;

North 50° 05' 07" East, for a distance of 28.30 feet to a point;

South 88° 19' 58" East, for a distance of 52.02 feet to a point;

North 64° 28' 30" East, for a distance of 63.22 feet to a point;

North 10° 27' 34" East, for a distance of 52.84 feet to a point;

North 11° 38' 20" West, for a distance of 47.97 feet to a point;

North 04° 28' 08" West, for a distance of 25.68 feet to a point, said point being in the southerly right-of-way of S.R. 96 (New Highway 96 West);

THENCE, with said right-of-way for the following two calls:

South 87° 51' 08" East, for a distance of 51.95 feet to a right-of-way marker;
North 02° 08' 52" East, for a distance of 82.00 feet to the POINT OF BEGINNING and
containing 24.89 Acres or 1,084,123.14 Square Feet, more or less.

This description accompanies a survey by Joey C. Wilson, II, TN RLS #2089. Said survey was performed
on 11-20-2013.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in
Book 6114, Page 66, Register's Office for Williamson County, Tennessee.

Tract 20:

Parcel One:

Lot No. 1489, Westhaven Section 39 (unrecorded)

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Howland Street (46' Right of Way), on the east by Keats Street (36' Right of Way), on the south by Lot No. 1490, and on the west by public Alley 1 (22' Right of Way); said parcel being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way margin of Howland Street, said point being South 53° 28' 06" West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street, and being the northeasterly corner of said herein-described parcel;

THENCE, leaving Howland Street with said radius return of the westerly right of way of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 81° 31' 54" East, for a distance of 28.28 feet to an iron pin (new);

THENCE, South 36° 31' 54" East, for a distance of 126.00 feet to an iron pin (new) at the northeast corner of Lot 1490;

THENCE, leaving Keats Street with the northerly line of Lot 1490, South 53° 28' 06" West, a distance of 199.00 feet to an iron pin (new) in the easterly Right of Way of Alley 1 (22' Right of Way), said pin being the northwesterly corner of Lot 1490 and the southwest corner of said herein-described parcel;

THENCE, with said Alley, North 36° 31' 54" West, 136.00 feet to an iron pin (new);

THENCE, leaving said Alley with the radius return of Howland Street, along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of 90° 00' 02", and a chord bearing North 08° 28' 05" East, for a distance of 14.14 feet to the POINT OF BEGINNING, and CONTAINING 28,946.70 square feet or 0.66 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Parcel Two:

Lot No. 1490, Westhaven Section 39 (unrecorded)

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Lot 1489, on the east by Keats Street (36' Right of way), on the south by Porter Street (36' Right of way), and on the west by public Alley 1 (22' Right of way); said parcel being more particularly described as follows:

COMMENCING at a point in the southerly right-of-way margin of Howland Street, said point being South 53° 28' 06" West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street;

THENCE, leaving Howland Street Right of way with the radius return of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 81° 31' 54" East, for a distance of 28.28 feet to an iron pin (new), said pin being the southeast corner of Lot 1489, the northeast corner of Lot 1490, and the true POINT OF BEGINNING for this description;

THENCE, continuing with Keats Street for the following three calls:

South 36° 31' 55" East, for a distance 15.05 feet to an iron pin (new);

THENCE, with a curve to the left, said curve having a radius of 156.41 feet, an arc length of 73.08 feet, a delta angle of 26° 46' 17", and a chord bearing South 49° 59' 08" East, for a distance of 72.42 feet to an iron pin (new);

South 63° 22' 17" East, for a distance of 23.29' to an iron pin at the radius return of Keats Street into Porter Street;

THENCE, with said radius return and a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 18° 22' 17" East, for a distance of 28.28 feet to an iron pin in the northerly Right of way margin of Porter Street (36' Right of way);

THENCE, with said north Right of way of Porter Street, and a curve to the right, said curve having a radius of 137.18 feet, an arc length of 58.80 feet, a delta angle of 24° 33' 33", and a chord bearing South 40° 44' 00" West, for a distance of 58.35 feet to an iron pin (new);

THENCE, continuing with said north Right of way of Porter Street, South 53° 28' 06" West, for a distance of 148.63 feet to an iron pin at the radius return of Porter with the east Right of way margin of Alley 1 (22' Right of way);

THENCE, with said radius return into Alley 1 along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of 90° 00' 00", and a chord bearing North 81° 31' 54" West, for a distance of 14.14 feet;

THENCE, along said easterly right of way of Alley 1, North 36° 31' 54" West, for a distance of 136.02 feet to an iron pin (new), said iron pin being the southwest corner of Lot 1489 and the northwest corner of said herein-described tract;

THENCE, leaving Alley 1 with the south line of Lot 1489, North 53° 28' 06" East, for a distance of 199.00 feet to the POINT OF BEGINNING, and CONTAINING 30,604.54 square feet, more or less or 0.70 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6114, Page 69, Register's Office for Williamson County, Tennessee.

Tract 21:

Property Description for Westhaven Section 38

Westhaven Partners, LLC

A Portion of Parcel 23.19 and 23.20 on Property Control Map 42 and
Parcel 1.04 on Property Control Map 77

A certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee, in the City of Franklin; said parcel being bounded on the north by Westhaven Section 25 as of record in Plat Book 51, Page 131, Register's Office for Williamson County, TN (R.O.W.C); on the east by Westhaven Section 25 and by 96 West Land Holdings as of record in Deed Book 2668, Page 41, R.O.W.C.; on the south by an Alley (22' right-of-way), said Alley being part of Westhaven Section 29 as of record in Plat Book 53, Page 52, R.O.W.C., and on the west by Westhaven Section 35 as of record in Plat Book 56, Page 116, R.O.W.C., and Westhaven Section 37 not recorded at this time; said parcel being more particularly described as follows:

BEGINNING at an existing iron rod in the southerly right-of-way margin of Jewell Avenue, said iron rod being the northeasterly property corner of Lot 1431, Section 37 of Westhaven and also being the northwesterly property corner of Lot 1448 of said herein described Westhaven Section 38;

THENCE, with Jewell Avenue right-of-way, South 84° 41' 39" East, 16.36 feet to an existing concrete monument;

THENCE, continuing with Jewell Avenue along a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 01° 10' 28", an arc length of 4.61 feet, and a chord bearing South 84° 06' 25" East for a distance of 4.61 feet to a point;

THENCE, leaving said southerly right-of-way margin and crossing Jewell Avenue, North 06° 28' 50" East, 50.00 feet to a point in the northerly right of way margin of Jewell Avenue;

THENCE, with the easterly line of Lot 1432 of Westhaven Section 37, North 05° 18' 21" East, 130.40 feet to an existing iron rod in the southerly right-of-way margin of a Public Alley (26' ROW);

THENCE, crossing said Public Alley, North 08° 24' 18" West, 26.00 feet to a point in the northerly right-of-way of said Public Alley;

THENCE, with said Public Alley along a curve to the left, said curve having a radius of 337.00 feet, a delta angle of 28° 07' 36", an arc length of 165.43 feet, and a chord bearing North 67° 31' 54" East, for a distance of 163.78 feet to an existing iron rod;

THENCE, continuing with said Public Alley, North 53° 28' 06" East, 125.30 feet to an existing iron rod;

THENCE, with a curve to the left, said curve having a radius of 12.00 feet, a delta angle of 90° 00' 00", an arc length of 18.85 feet, and a chord bearing North 08° 28' 06" East, for a distance of 16.97 feet to an existing iron rod at the terminus of said Public Alley;

THENCE, with Porter Street, North 53° 28' 06" East, 18.91 feet to a point;

THENCE, crossing Porter Street, North 36° 31' 54" West, 36.00 feet to an existing iron rod in the northerly right-of-way margin of Porter Street;

THENCE, with a curve to the right, said curve having a radius of 10.00 feet, a delta angle of 90° 00' 00", an arc length of 15.71 feet, and a chord bearing North 81° 31' 54" West, for a distance of 14.14 feet to an existing iron pin in the easterly right of way margin of a Public Alley (22' ROW);

THENCE, with said Alley easterly right-of-way for the following four calls:

North 36° 31' 54" West, 41.07 feet to an existing iron rod;

Northwesterly with a curve to the right, said curve having a radius of 54.00 feet, a delta angle of 38° 26' 42", an arc length of 36.23 feet, and a chord bearing North 17° 18' 34" West, for a distance of 35.56 feet to an existing iron rod;

North 01° 54' 47" East, 72.82 feet to an existing iron rod;

Northeasterly with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 51° 33' 18", an arc length of 19.80 feet, and a chord bearing North 27° 41' 26" East, for a distance of 19.13 feet to an iron rod in the southerly right-of-way margin of a Public Alley (22' ROW);

THENCE, with said southerly right-of-way of Public Alley for the following two calls:

North 53° 28' 06" East, 159.26 feet to an existing iron rod;

Southeasterly with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 88° 16' 53", an arc length of 33.90 feet, and a chord bearing South 82° 23' 28" East, for a distance of 30.64 feet to an existing iron pin;

THENCE, crossing Public Alley (22' ROW), North 51° 44' 59" East, 22.00 feet to a point in the easterly right-of-way margin of said Public Alley;

THENCE, with said Alley right-of-way along a curve to the left, said curve having a radius of 311.00 feet, a delta angle of 28° 29' 44", an arc length of 154.67 feet, and a chord bearing North 52° 29' 53" West, for a distance of 153.08 feet to an existing iron rod;

THENCE, on a new line with the easterly line of Westhaven Section 37, North 05° 18' 21" East, 135.13 feet to the POINT OF BEGINNING, and containing 311,896.469 Square Feet or 7.16 Acres, more or less, according to a survey by Wilson & Associates of Franklin, TN.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6116, Page 900, Register's Office for Williamson County, Tennessee.

INCLUDED in the above described Tracts 2 and 4 but EXCLUDED therefrom is the following tract:

Excluded Tract 1:

(Section 10) A certain tract or parcel of land containing 8.53 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the north by Section 5, Westhaven, on the east by 96 West Land Holdings, LLC and JJB Partners, LP. and south and west by 96 West Land Holdings, LLC. and being more particularly described as follows:

BEGINNING at a point in the southern right-of-way margin of Townsend Boulevard at Westhaven, a common line with 96 West Land Holdings, LLC (Deed Book 2668 Page 41 - all record references hence are of Register's Office for Williamson County, Tennessee (R.O.W.C.)) and running thence with said line S 84-41-39 E 87.29 feet to a point; thence leaving said common line and running across the lands of 96 West Land Holdings, LLC the following twenty-three (23) courses and distances: thence (1) 43.57 feet along a curve to the left of radius 25.00 feet a chord S 45-22-49 W 38.26 feet; thence (2) S 04-32-43 E 78.75 feet; thence (3) N 85-27-17 E 68.05 feet; thence (4) S 35-35-30 E 120.13 feet; thence (5) S 05-04-39 E 86.87 feet; thence (6) S 11-01-17 E 72.26 feet; thence (7) S 11-22-24 E 76.08 feet; thence (8) S 06-49-41 E 90.56 feet; thence S 02-30-18 E 102.03 feet to a common corner with JJB Partners, L.P. (Deed Book 1681 Page 124); thence (10) S 07-12-00 W 1026.40 feet to a point North 07-12-00 East 82.85 feet from a planted stone; thence leaving the common line with JJB Partners, LP and running across the lands of 96 West Land Holdings, LLC (11) N 89-24-45 W 390.55 feet; thence (12) N 84-41-39 W 295.55 feet; thence (13) N 05-18-21 E 181.00 feet; thence (14) S 84-41-39 E 293.00 feet; thence (15) 363.89 feet along a curve to the left of radius 233.25 feet a chord N 50-18-21 E 328.10 feet; thence (16) N 05-18-21 E 432.21 feet; thence (17) 36.54 feet along a curve to the right of radius 318.00 feet a chord N 08-35-52 E 36.52 feet; thence (18) N 11-53-23 E 131.37 feet; thence (19) 195.90 feet along a curve to the left of radius 482.00 feet a chord N 00-14-47 E 194.55 feet; thence (20) N 11-23-48 W 123.74 feet; thence (21) 61.94 feet along a curve to the right of radius 518.00 feet a chord N 07-58-16 W 61.90 feet; thence (22) N 04-32-43 W 259.66 feet; and thence 34.97 feet along a curve to the left of radius 25.00 feet a chord N 44-37-11 W 32.19 feet to the POINT OF BEGINNING containing 371,670 square feet (8.53 Acres), more or less and comprising all of Section Ten, Westhaven as recorded in Plat Book P40 Page 22, R.O.W.C.

(Section 7) : A certain tract or parcel of land containing 17.88 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the north and east by Westhaven Section 4 (Plat Book 37 Page 4) and Section 8 and 96 West Land Holdings, LLC, on the west and south by Westhaven Partners, LLC and being more particularly described as follows:

BEGINNING at a point in the southern line of Lot 192, Section Four (Plat Book P37 Page 4.) and running thence on the lands of 96 West Land Holdings, LLC the following thirty six (36) courses and distances: (1) N 88-00-38 E 87.70 feet; thence (2) S 68-05-38 E 117.75 feet; thence (3) S 62-05-30 E 36.24 feet; thence (4) S 72-26-28 E 120.69 feet; thence (5) S 38-40-59 E 59.82 feet; thence (6) S 53-24-35 E 102.76 feet; thence (7) S 43-53-08 E 79.87 feet; thence (8) S

12363N:020177:507685:1:2 NASHVILLE

35-53-49 E 79.87 feet; thence (9) S 27-34-33 E 85.43 feet; thence (10) S 24-55-21 E 111.74 feet; thence (11) S 03-52-01 E 320.58 feet; thence (12) S 89-38-21 E 178.54 feet; thence (13) 45.88 feet along a curve to the right of radius 1067.00 feet a chord S 01-35-34 W 45.88 feet; thence (14) S 87-10-31 E 95.52 feet; thence (15) 30.76 feet along a curve to the left of radius 20.00 feet a chord S 47-52-16 W 27.82 feet; thence (16) 29.84 feet along a curve to the right of radius 1143.00 feet a chord S 04-33-29 W 29.84 feet; thence (17) S 05-18-21 W 292.96 feet; thence (18) N 84-41-39 W 368.68 feet; thence (19) 29.95 feet along a curve to the left of radius 20.00 feet a chord S 52-24-28 W 27.23 feet; thence (20) S 09-30-34 W 5.59 feet; thence (21) N 80-29-26 W 36.00 feet; thence (22) S 09-30-34 W 111.21 feet; thence (23) N 80-29-26 W 97.48 feet; thence (24) S 85-22-05 W 63.26 feet; thence (25) N 63-02-01 W 131.89 feet; thence (26) N 46-17-36 W 127.52 feet; thence (27) N 30-39-45 W 133.96 feet; thence (28) N 14-12-22 W 133.96 feet; thence (29) N 01-43-25 E 127.71 feet; thence (30) N 07-37-02 E 100.00 feet; thence (31) N 09-34-27 E 116.93 feet; thence (32) N 25-32-50 E 135.59 feet; thence (33) N 19-24-51 E 75.66 feet; thence (34) N 34-14-33 W 120.63 feet; thence (35) N 13-02-11 W 143.73 feet; thence (36) N 01-27-01 W 125.48 feet to the POINT OF BEGINNING containing 779,002 square feet (17.88 acres), more or less, and comprising all of Section 7, Westhaven as recorded in Plat Book P40 Page 20, R.O.W.C.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3443, page 35, Register's Office for Williamson County, Tennessee.

(Section 14)

Land in Williamson County, Tennessee, being Lot Nos. 609, 610, 617, 624, 628, 629, 630, 632, 633, 636, 637, 638, 639, 642, 643, 644, 645, 646, 647, 667, 668, 669, 670, 671, 672, 673 and 674, as shown on the Final Subdivision Plat for Westhaven, Section 14, of record in Plat Book 43, page 22, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3869, page 842, Register's Office for Williamson County, Tennessee.

(Section 13)

Land in Williamson County, Tennessee, being Lot Nos. 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606 and 607, as shown on the Final Subdivision Plat for Westhaven, Section 13, of record in Plat Book 44, page 96, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, of record in Book 3932, page 730, Register's Office for Williamson County, Tennessee.

INCLUDED in the above described Tract 2 but EXCLUDED therefrom is the following tract:

Excluded Tract 2:

A certain tract or parcel of land containing 25.84 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven. Bounded on the north and west by 96 West Land Holdings, LLC, on the East by the lands of Westhaven Partners, LLC and on the south by James W. Jewell and being more particularly described as follows:

COMMENCING on an iron pin found at a common corner with James W. Jewell (Deed Book 2041 Page 374, all deed references are to Register's Office for Williamson County, Tennessee) and Westhaven Partners, LLC (Deed Book 2668 Page 35) and running thence South 82 degrees 15 minutes 21 seconds West 1858.62 feet to a point in said line, the POINT OF BEGINNING; thence a new line North 07 degrees 44 minutes 35 seconds West 1558.54 feet to a point in the common line with 96 West Land Holdings, LLC (Deed Book 2668 Page 41); thence with said common line the following seven (7) courses and distances: (1) South 82 degrees 24 minutes 19 seconds West 125.19 feet to a point; thence (2) North 57 degrees 48 minutes 10 seconds West 214.40 feet to a point; thence (3) North 34 degrees 55 minutes 43 seconds West 196.45 feet to a point; thence (4) South 09 degrees 28 minutes 08 seconds West 1400.01 feet to a point in the line of Boxley Spring Subdivision (Plat Book 26 Page 99); thence with said line (5) South 25 degrees 58 minutes 36 seconds East 51.64 feet to a metal fence post; thence (6) South 01 degrees 25 minutes 12 seconds West 487.90 feet to an iron rod found, a common corner with Westhaven Partners, LLC, Boxley Spring Subdivision, and James W. Jewell; thence with the line of Jewell and Westhaven Partners, LLC North 82 degrees 15 minutes 21 seconds East 831.32 feet to the POINT OF BEGINNING and containing 1,125,821 square feet or 25.84 acres, more or less.

Being the same property conveyed to 96 West Land Holdings, LLC, a Tennessee limited liability company by Quitclaim Deed from Westhaven Partners, LLC, a Tennessee limited liability company of record in Book 3443, page 31, as re-recorded in Book 3462, page 678, Register's Office for Williamson County, Tennessee.

INCLUDED in the above described Tracts 1, 2, 5, & 7 but EXCLUDED therefrom is the following tracts:

Excluded Tract 3:

A certain tract or parcel of land containing 802,849 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by Section 17 and on the east and south by 96 West Land Holdings II, LLC, on the west by Section 22 and 96 West Land Holdings, LLC and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the eastern right-of-way margin of Eliot Road and the southeast corner of section 19 and thence running along the eastern right-of-way margin of Eliot Road 49.61 feet along a curve to the right of radius 1387.00 feet a chord S 00-17-01 E 49.60 feet; Thence leaving said right-of-way margin and running the following five (5) courses and distances each to a point, (1) S 84-59-12 E 145.37 feet; (2) S 02-21-46 W 65.07 feet; (3) S 04-35-26 W 65.00 feet; (4) S 27-45-29 W 124.87 feet; (5) S 00-22-44 E 89.80 feet to the northern right-of-way margin of Acadia Avenue; Thence running along the northern right-of-way margin of Acadia Avenue 52.61 feet along a curve to the right of radius 4019.25 feet a chord N 89-59-46 E 52.61 feet; Thence leaving said right-of-way margin S 00-22-16 W 38.50 feet to the southern right-of-way margin of Acadia Avenue; Thence running along the southern right-of-way margin of Acadia Avenue the following six (6) courses; (1) 231.17 feet along a curve to the right of radius 3980.75 feet a chord S 87-57-55 E 231.13 feet; (2) 31.37 feet along a curve to the right of radius 20.00 feet a chord S 41-21-42 E 28.25 feet; (3) S 84-59-30 E 50.02 feet; (4) 31.95 feet along a curve to the right of radius 20.00 feet a chord N 49-14-11 E 28.66 feet; (5) 96.55 feet along a curve to the right of radius 3980.75 feet a chord S 84-18-17 E 96.55 feet; (6) S 83-36-36 E 60.58 feet; Thence leaving said right-of-way margin N 07-37-43 E 38.51 feet to the eastern right-of-way margin of ; Thence running along the eastern right-of-way margin of an alley the following ten (10) courses and distances; (1) 16.44 feet along a curve to the right of radius 10.00 feet a chord N 36-31-07 W 14.65 feet; (2) 229.73 feet along a curve to the right of radius 508.00 feet a chord N 23-31-42 E 22.78 feet; (3) N 36-29-01 E 140.88 feet; (4) 15.71 feet along a curve to the right of radius 10.00 feet a chord N 81-29-01 E 14.14 feet; (5) N 35-32-44 E 36.00 feet; (6) 15.30 feet along a curve to the right of radius 10.00 feet a chord N 09-41-26 W 13.85 feet; (7) 121.60 feet along a curve to the left of radius 692.00 feet a chord N 29-06-04 E 121.45 feet; (8) N 24-04-01 E 381.08 feet; (9) 14.75 feet along a curve to the . of radius 792.00 feet a chord N 23-32-00 E 14.75 feet; (10) 15.89 feet along a curve to the right of radius 10.00 feet a chord N 68-32-00 E 14.27 feet to the southern right-of-way margin of Ripley Lane; Thence along southern right-of-way margin of Ripley Lane the following five (5) courses and distances; (1) S 65-55-59 E 105.13 feet; (2) 31.31 feet along a curve to the right of radius 20.00 feet a chord S 21-05-21 E 28.21 feet; (3) S 65-38-45 E 36.00 feet; (4) 31.33 feet along a curve to the right of radius 20.00 feet a chord N 68-38-51 E 28.22 feet; (5) 157.07 feet along a curve to the left of radius 618.00 feet a chord S 73-45-49 E 156.65 feet to the eastern right of way margin of an alley; Thence leaving the southern right-of-way margin of Ripley Street along the eastern right-of-way margin of an alley the following six (6) courses and distances; (1) N 09-32-44 E 36.00 feet; (2) 17.55 feet along a curve to the right of radius 10.00 feet a chord N 30-48-43 W 15.38 feet; (3) 241.43 feet along a curve to the left of radius 1120.00 feet a chord N 13-16-55 E 240.96 feet; (4) 57.21 feet along a curve to the left of radius 111.00 feet a chord N 07-39-29 W 56.58 feet; (5) N 22-25-22 W 7.07 feet; (6) 29.14 feet along a curve to the right of radius 22.00 feet a chord N 15-31-22 E 27.06 feet to the southern right-of-way margin of Fitzgerald Street; Thence along the southern right-of-way margin of Fitzgerald Street N 53-28-06 E 159.16 feet to the eastern right-of-way margin of Keats Street; Thence along the eastern right-of-way margin of Keats Street the

following six (6) courses and distances; (1) N 22-25-22 W 391.13 feet; (2) N 24-21-32 W 21.49 feet; (3) N 27-20-18 W 11.58 feet; (4) N 29-27-36 W 11.96 feet; (5) N 33-32-06 W 33.25 feet; (6) N 36-31-54 W 77.15 feet to the northern right-of-way margin of an alley; Thence along the northern right-of-way margin of an alley S 53-28-06 W 358.37 feet to the western right-of-way margin of an alley; Thence along the western right-of-way margin of an alley 197.90 feet along a curve to the right of radius 520.00 feet a chord S 18-11-44 E 196.71 feet; Thence leaving said right-of-way margin S 82-42-26 W 195.00 feet to the western right-of-way margin of Jewell Avenue; Thence along the western right-of-way margin of Jewell Avenue the following four (4) courses and distances; (1) 80.79 feet along a curve to the right of radius 325.00 feet a chord S 00-10-15 E 80.59 feet; (2) S 06-57-03 W 101.20 feet; (3) 171.77 feet along a curve to the right of radius 575.00 feet a chord S 15-30-32 W 171.13 feet; (4) S 24-04-01 W 5.07 feet; Thence leaving said right-of-way margin N 65-55-59 W 55.79 feet; Thence S 42-06-06 W 26.13 feet; Thence S 42-06-06 W 46.99 feet; Thence S 42-06-06 W 15.14 feet; Thence S 42-03-34 W 12.08 feet; Thence S 42-08-29 W 12.81 feet; Thence S 42-06-06 W 33.45 feet; Thence S 35-38-38 W 8.01 feet; Thence S 48-02-13 W 8.71 feet; Thence S 42-06-06 W 32.49 feet; Thence S 20-39-27 W 11.12 feet; Thence S 20-39-27 W 9.40 feet; Thence S 18-12-10 W 13.19 feet; Thence S 21-31-11 W 37.55 feet; Thence S 20-39-27 W 29.62 feet; Thence S 20-39-27 W 28.78 feet; Thence S 18-02-48 W 22.02 feet; Thence S 15-17-26 W 13.70 feet; Thence S 15-32-00 W 51.46 feet; Thence S 16-07-48 W 16.93 feet; Thence S 16-07-48 W 23.34 feet; Thence S 12-20-54 W 12.96 feet; Thence S 12-11-33 W 10.66 feet; Thence S 25-02-52 W 10.23 feet; Thence S 01-17-06 E 12.23 feet; Thence S 02-41-00 E 9.31 feet; Thence S 02-20-28 W 17.48 feet; Thence S 09-31-26 E 11.76 feet; Thence S 07-21-34 W 5.36 feet; Thence S 60-02-45 W 6.55 feet; Thence S 52-03-45 W 35.23 feet; Thence S 53-18-43 W 10.89 feet; Thence S 35-48-48 W 10.71 feet; Thence S 42-41-12 W 11.33 feet; Thence S 41-21-20 W 35.24 feet; Thence S 55-38-11 W 11.16 feet; Thence S 55-38-11 W 10.01 feet; Thence S 49-20-33 W 7.56 feet; Thence S 63-38-12 W 5.96 feet; Thence N 82-51-42 W 451.53 feet to the POINT OF BEGINNING, containing 802,849 square feet (18.43 acres more or less).

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 292, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 296, Register's Office of Williamson County, Tennessee.

Excluded Tract 4:

A certain tract or parcel of land containing 978,366 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by Westhaven Section 22 and Section 24 and on the east south and west by 96 West Land Holdings II, LLC and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Acadia Avenue and the eastern right-of-way margin of an alley, being the southeast corner of section 24; Thence along the eastern right-of-way margin of an alley the following five (5) courses and distances; (1) 16.56 feet along a curve to the left of radius 10.00 feet a chord S 48-57-32 W 14.73 feet; (2) 12.16 feet along a curve to the left of radius 89.00 feet a chord S 02-23-17 E 12.15 feet; (3) S 06-18-13 E 590.61 feet; (4) 62.55 feet along a curve to the right of radius 311.00 feet a chord S 00-32-29 E 62.45 feet; (5) S 05-13-15 W 237.81 feet to the southern right-of-way margin of an alley; Thence along the southern right-of-way margin of an alley the following two (2) courses and distances; (1) 159.66 feet along a curve to the left of radius 788.00 feet a chord N 89-33-23 W 159.39 feet; (2) 13.86 feet along a curve to the left of radius 10.00 feet a chord S 44-55-48 W 12.78 feet to the eastern right-of-way margin of Jewell Avenue; Thence leaving the eastern right-of-way margin of Jewell Avenue and the southern right-of-way margin of an alley N 69-27-17 W 75.10 feet to the western right-of-way margin of Jewell Avenue; Thence along the western right-of-way margin of Jewell Avenue 5.56 feet along a curve to the right of radius 600.00 feet a chord S 20-48-39 W 5.56 feet; Thence leaving the western right-of-way margin of Jewell Avenue N 68-57-21 W 150.82 feet to the eastern right-of-way margin of an alley; Thence along the eastern right-of-way margin of an alley the following three (3) courses and distances; (1) 303.66 feet along a curve to the right of 478.00 feet a chord S 39-14-36 W 298.58 feet; (2) S 57-26-34 W 182.95 feet; (3) 120.94 along a curve to the right of radius 161.00 feet a chord S 78-57-43 W 118.11 feet to the eastern right-of-way margin of Eliot Road; Thence leaving the eastern right-of-way margin of Eliot road N 75-37-01 W 50.42 feet to the western right-of-way margin of Eliot Road; Thence along the western right-of-way margin of Eliot Road the following four (4) courses and distances; (1) 71.05 feet along a curve to the left of radius 245.00 feet a chord N 10-21-40 E 70.80 feet; (2) 20.32 feet along a curve to the left of radius 330.75 feet a chord N 00-17-37 E 20.31 feet; (3) N 01-27-58 W 26.57 feet; (4) 32.17 feet along a curve to the left of radius 20.00 feet a chord N 47-32-59 W 28.81 feet to the southern right-of-way margin of Tabitha Drive; Thence along the southern right-of-way margin of Tabitha Drive the following three (2) courses and distances; (1) 208.63 feet along a curve to the right of radius 318.00 feet a chord N 74-50-04 W 204.90 feet; (2) N 56-02-40 W 5.66 feet; Thence leaving the southern right-of-way margin of Tabitha Drive N 33-57-20 E 36.00 feet to the western right-of-way margin of an alley; Thence along the western right-of-way margin of an alley the following (8) courses and distances; (1) 34.75 feet along a curve to the left of radius 20.00 feet a chord N 74-11-07 E 30.54 feet; (2) 26.30 feet along a curve to the left of radius 89.00 feet a chord N 15-56-58 E 26.21 feet; (3) N 07-29-01 E 50.66 feet; (4) 140.11 feet along a curve to the right or radius 531.25 feet a chord N 15-02-21 E 139.71 feet; (5) N 22-35-41 E 111.19 feet; (6) 97.81 feet along a curve to the left of radius 318.75 feet a chord N 13-48-15 E 97.43 feet; (7) N 05-00-48 E 548.21 feet; (8) 17.49 along a curve to the left of radius 10.00 feet a chord N 45-05-57 W 15.35 feet to the southern right-of-way margin of Acadia Avenue; Thence along the southern right-of-way margin of Acadia Avenue the following twelve (12) courses and distances; (1) 152.93 feet along a curve

to the right of radius 3980.75 feet a chord N 85-53-20 E 152.92 feet; (2) 34.22 along a curve to the right of radius 20.00 feet a chord S 43-59-55 E 30.19 feet; (3) S 84-59-12 E 50.00 feet; (4) N 05-00-48 E 11.64 feet; (5) 29.07 along a curve to the right of radius 20.00 feet a chord N 46-39-28 E 26.58 feet; (6) 143.74 feet along a curve to the right of radius 3980.75 feet a chord N 89-20-12 E 143.73 feet; (7) 231.17 feet along a curve to the right of radius 3980.75 feet a chord S 87-57-55 E 231.13 feet; (8) 31.37 feet along a curve to the right of radius 20.00 feet a chord S 41-21-42 E 28.25 feet; (9) S 84-59-30 E 50.02 feet; (10) 31.95 feet along a curve to the right of radius 20.00 feet a chord N 49-14-11 E 28.66 feet; (11) 96.55 feet along a curve to the right of radius 3980.75 feet a chord S 84-18-17 E 96.55 feet; (12) S 83-36-36 E 60.90 feet to the POINT OF BEGINNING, containing 978,366 square feet (22.46 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 306, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 310, Register's Office of Williamson County, Tennessee.

Excluded Tract 5:

A certain tract or parcel of land containing 2,351,800 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 Highway and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Acadia Avenue and the eastern right-of-way margin of an alley, being the southeast corner of section 13; Thence N 84-41-39 W 75.00 feet to the eastern right-of-way margin of Cheltenham Avenue; Thence leaving the eastern right-of-way margin of Cheltenham Avenue S 87-54-23 W 38.82 feet to the western right-of-way margin of Cheltenham Avenue; Thence N 84-39-56 W 208.47 feet; Thence N 71-16-53 W 109.75 feet; Thence N 47-38-50 W 109.78 feet; Thence N 24-01-14 W 109.68 feet; Thence N 03-27-12 W 81.62 feet; Thence N 05-18-21 E 131.00 feet; Thence N 84-41-39 W 154.34 feet to the eastern right-of-way margin of Championship Boulevard; Thence leaving the eastern right-of-way margin of Championship Boulevard N 05-18-21 E 60.00 feet to the western right-of-way margin of Championship Boulevard; Thence leaving the western right-of-way margin of Championship Boulevard N 88-25-30 W 93.00 feet; Thence S 88-15-38 W 171.49 feet; Thence N 05-18-21 E 265.51 feet; Thence N 09-30-34 E 356.60 feet to the southern right-of-way margin of Morning Mist Lane; Thence along the southern right-of-way margin of Morning Mist Lane N 84-41-39 W 131.82 feet; Thence 29.95 feet along a curve to the left of radius 20.00 feet a chord S 52-24-28 W 27.23 feet to the eastern right-of-way margin of Wild Elm Street; Thence along the eastern right-of-way margin of Wild Elm Street S 09-30-34 W 5.59 feet; Thence leaving the eastern right-of-way margin of Wild Elm Street N 80-29-26 W 36.00 feet to the western right-of-way margin of Wild Elm Street; Thence along the western right-of-way margin of Wild Elm Street S 09-30-34 W 111.21 feet; Thence leaving the western right-of-way margin of Wild Elm Street N 80-29-26 W 97.48 feet; Thence S 85-22-05 W 63.26 feet; Thence N 81-56-07 W 1271.71 feet; Thence S 87-10-30 W 108.57 feet; Thence S 07-44-39 E 1047.14 feet; Thence N 82-15-21 E 522.02 feet; Thence S 07-48-06 E 247.33 feet; Thence S 25-08-49 W 12.91 feet; Thence S 08-25-43 E 243.40 feet; Thence N 81-34-17 E 1096.11 feet; Thence S 39-31-27 E 77.80 feet; Thence S 49-49-12 E 109.15 feet; Thence S 56-35-56 E 41.68 feet; Thence S 58-28-14 E 447.25 feet; Thence N 29-12-47 E 152.23 feet; Thence 154.47 feet along a curve to the left of radius 1038.00 feet a chord S 66-23-05 E 1544.33 feet; Thence N 19-21-07 E 76.00 feet; Thence 94.76 feet along a curve to the right of radius 962.00 feet a chord N 67-49-34 W 94.72 feet; Thence N 19-21-07 E 140.34 feet; Thence N 12-01-48 E 62.71 feet; Thence N 69-36-51 E 114.43 feet; Thence N 05-18-21 E 68.59 feet; Thence N 84-41-39 W 75.00 feet to the POINT OF BEGINNING, containing 2,351,800 square feet (53.99 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 314, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 317, Register's Office of Williamson County, Tennessee.

Excluded Tract 6:

A certain tract or parcel of land containing 1,598,839 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 Highway and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the eastern right-of-way margin of Westhaven Boulevard and the Southern right-of-way margin of 96 Highway, being the northeast corner of section 1; Thence along the eastern right-of-way margin of Westhaven Boulevard the following eight (8) courses and distances; (1) 51.90 feet along a curve to the left of radius 31.43 feet a chord S 51-48-04 W 46.21 feet; (2) S 03-18-00 W 57.98 feet; (3) 211.51 feet along a curve to the left of radius 247.00 feet a chord S 21-13-53 E 205.10 feet; (4) S 45-45-46 E 171.59 feet; (5) S 45-45-46 E 83.70 feet; (6) 289.68 feet along a curve to the right of radius 325.00 feet a chord S 20-13-43 E 280.18 feet; (7) S 05-18-21 W 77.01 feet; (8) 31.42 feet along a curve to the left of radius 20.00 feet a chord S 39-41-39 E 28.28 feet to the northern right-of-way margin of Front Street; Thence along the northern right-of-way margin of Front Street S 84-41-39 E 206.12 feet; Thence S 05-18-21 W 537.83 feet; Thence along a curve to the left 45.48 feet of radius 189.00 feet a chord N 60-21-45 E 45.37 feet; Thence N 53-28-06 E 306.93 feet; Thence S 36-31-54 E 180.00 feet to the southern right-of-way margin of Oleander Street; Thence along the southern right-of-way margin of Oleander Street N 53-28-06 E 573.00 to the eastern right-of-way margin of Keats Street; Thence along the eastern right-of-way margin of Keats Street the following three (3) courses and distances; (1) S 36-31-54 E 161.01 feet; (2) 81.22 feet along a curve to the left of radius 120.00 feet a chord S 55-55-14 E 79.67 feet; (3) S 75-18-33 E 45.97 feet; Thence leaving the eastern right-of-way margin of Keats Street N 53-28-06 E 441.58 feet to the centerline of Hamilton Creek; Thence along the centerline of Hamilton Creek the following nineteen (19) courses and distances; (1) N 25-01-57 W 60.58 feet; (2) N 30-21-05 W 65.33 feet; (3) N 07-02-43 W 70.17 feet; (4) N 16-28-19 W 43.88 feet; (5) N 06-38-05 E 35.03 feet; (6) N 43-38-49 E 48.16 feet; (7) N 18-22-41 E 43.79 feet; (8) N 31-48-26 W 25.90 feet; (9) N 56-34-00 W 20.82 feet; (10) S 70-24-07 W 28.66 feet; (11) N 52-56-29 W 66.19 feet; (12) N 11-29-26 W 65.89 feet; (13) N 50-05-07 E 28.30 feet; (14) S 88-19-58 E 52.02 feet; (15) N 64-28-30 E 63.22 feet; (16) N 10-27-34 E 52.84 feet; (17) N 11-38-20 W 47.97 feet; (18) N 04-28-08 W 74.69 feet; (19) N 01-55-38 E 33.50 feet to the southern right-of-way margin of 96 Highway; Thence along the southern right-of-way margin of 96 Highway the following four (4) courses and distances; (1) N 88-03-51 W 300.10 feet; (2) N 87-48-56 W 201.41 feet; (3) N 87-56-21 W 73.07 feet; (4) 1306.18 feet along a curve to the right of radius 7563.92 feet a chord N 82-59-32 W 1304.54 feet to the POINT OF BEGINNING, containing 1,598,839 square feet (36.70 acres more or less)

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company by deed from 96 West Land Holdings, LLC, a Tennessee limited liability company, recorded in Book 4561, page 300, and by deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4561, page 303, Register's Office of Williamson County, Tennessee.

INCLUDED in the above described Tracts 1, 2, 5, & 7 but EXCLUDED therefrom is the following tracts:

Excluded Tract 7:

A certain tract or parcel of land containing 520,324.27 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by 96 West Land Holdings, LLC future development, on the east by Westhaven Section 24 and 96 West Land Holdings II, LLC future development, on the south by Williamson County Board of Education, a Tennessee governmental entity, on the west by the Westhaven Section 17 and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the northern right-of-way margin of Townsend Boulevard and the most easterly corner of Westhaven Section 17 and thence running across the right-of-way of Townsend Boulevard and easterly boundary line of Westhaven Section 17 S5°18'21"W 76.00 feet to a point on the southern right-of-way margin of Townsend Boulevard on the northerly boundary line of the Williamson County Board of Education; thence running along said right-of-way margin and boundary line the following three (3) courses and distances; (1) S84°41'39"E 20.83 feet; (2) 392.85 feet along a curve to the left of radius 538.00 feet and a chord of N74°23'13"E 384.18 feet; (3) N53°28'06"E 514.19 feet; thence 31.42 feet along a curve to the right of radius 20.00 feet and a chord of S81°31'54"E 28.28 feet to a point on the westerly right-of-way margin of Jewell Avenue and the easterly boundary line of the Williamson County Board of Education; thence running along said right-of-way margin and boundary line the following two (2) courses and distances; (1) S36°31'54"E 47.73 feet; (2) 165.85 feet along a curve to the right of radius 325.00 feet and a chord of S21°54'44"E 164.06 feet to a point on the northerly boundary line of Westhaven Section 24; thence continuing along said boundary line across said right-of-way margin N82°42'26"E 50.00 feet to a point on the easterly right-of-way margin of Jewell Avenue; thence continuing along the said boundary N82°42'26"E 145.00 feet to a point on the westerly right-of-way margin of an alley on the westerly boundary line of Westhaven Section 24; thence along said right-of-way margin and boundary line 197.90 feet along a curve to the left of radius 520.00 feet and a chord of N18°11'44"W 196.71 feet to a point on the northern right-of-way margin of an alley on the northerly boundary line of Westhaven Section 24; thence along said right-of-way margin and boundary line N53°28'06"E 358.37 feet to a point; thence leaving said right-of-way margin and boundary line across a new line the following twenty (20) courses and distances; (1) N36°31'54"W 111.84 feet; (2) 33.26 feet along a curve to the right of radius 20.00 feet and a chord of N11°06'50"E 29.56 feet; (3) 220.50 feet along a curve to the right of radius 762.00 feet and a chord of N67°02'59"E 219.74 feet; (4) N14°39'37"W 76.00 feet; (5) 252.98 feet along a curve to the left of radius 838.00 feet and a chord of S66°41'28"W 252.03 feet; (6) 29.82 feet along a curve to the right of radius 20.00 feet and a chord of N79°14'40"W 27.13 feet; (7) N36°31'54"W 139.73 feet; (8) S53°28'06"W 319.49 feet; (9) 15.23 feet along a curve to the right of radius 96.00 feet and a chord of S58°00'48"W 15.21 feet; (10) S62°33'31"W 33.62 feet; (11) 18.72 feet along a curve to the left of radius 120.18 feet and a chord of S58°00'48"W 18.70 feet; (12) S53°28'06"W 117.49 feet; (13) N36°31'54"W 32.00 feet; (14) S53°28'06"W 579.19 feet; (15) 193.50 feet along a curve to the right of radius 265.00 feet and a chord of S74°23'13"W 189.23 feet; (16) N84°41'39"W 87.83 feet; (17) S5°18'21"W 28.00 feet; (18) 18.85 feet along a curve to the right of radius 12.00 feet and a chord of S50°18'21"W 16.97 feet; (19) N84°41'39"W 103.56 feet; (20) 34.56 feet along a curve to the right of radius 22.00 feet and a chord of N39°41'39"W 31.11 feet to a point along the easterly right-of-way margin of an alley on the easterly boundary line of Westhaven Section 17; thence continuing along said right-of-way margin and boundary line S5°18'21"W 169.00 feet to a point; thence 15.71 feet along a curve to the left of radius 10.00 feet and a chord of S39°41'39"E 14.14 feet to a point along the northerly right-of-way margin of Townsend Boulevard and the northerly boundary line of Westhaven Section 17; thence continuing along said right-of-way margin and boundary line S84°41'39"E 194.56 feet to the POINT OF BEGINNING, containing 520,324.27 square feet (11.95 acres more or less) and being the land recorded as Westhaven PUD Subdivision Section 29 in Plat Book P53 Page 52, at the Register's Office of Williamson County, Tennessee.

Excluded Tract 8:

Land lying in the 5th Civil District, Williamson County, Tennessee, Being bounded on the North by Westhaven Section 24, Plat Book 50, Page 19, on the East by 96 West Land Holding II, Book 3810, Page 719, on the South by 96 West Land Holding II, Book 3810, Page 719, and on the West by Westhaven Section 24, Plat Book 50, Page 19, being more particularly described as follows:

BEGINNING at an iron pin set at the south end of the west Right-of Way radius of the intersection of Ripley Lane and Fitzgerald Street. Thence crossing Fitzgerald Street S 65°38'45" E - 36.00' to an iron pin set in the east Right-of-Way of Fitzgerald Street. Thence continuing along the south Right-of-Way radius of Fitzgerald Street and Ripley Lane,

along a curve to the right having a length of 31.33', a radius of 20.00', a chord bearing of N 68°38'51" E, and a chord distance of 28.22' to an iron pin set in the south Right-of-Way of Ripley Lane. Thence, continuing with the south Right-of-Way of Ripley Lane the following four calls:

along a curve to the left having a length of 31.23', a radius of 618.00', a chord bearing of S 67°55'48" E, and a chord distance of 31.22' to an iron pin set. Thence,

along a curve to the left having a length of 33.13', a radius of 618.00', a chord bearing of S 70°54'48" E, and a chord distance of 33.13' to an iron pin set. Thence,

along a curve to the left having a length of 33.33', a radius of 618.00', a chord bearing of S 73°59'39" E, and a chord distance of 33.33' to an iron pin set. Thence,

along a curve to the left having a length of 33.64', a radius of 618.00', a chord bearing of S 77°05'56" E, and a chord distance of 33.64' to an iron pin set. Thence leaving said Right-of-Way and continuing southwardly,

S 24°04'01" W - 142.41' to an iron pin set in the north Right-of-Way of an alley. Thence continuing with north Right-of-Way of the alley,

along a curve to the left having a length of 20.99', a radius of 511.00', a chord bearing of S 79°24'40" E, and a chord distance of 20.99' to an iron pin. Thence crossing said alley,

S 11°45'57" W - 22.00' to an iron pin in the south Right-of-Way of said alley. Thence continuing along the Right-of-Way radius of two alleys,

along a curve to the left having a length of 31.19', a radius of 23.00', a chord bearing of S 62°54'59" W, and a chord distance of 28.85' to an iron pin set in the east Right-of-Way of an alley. Thence, continuing with the east Right-of-Way of the alley,

S 24°04'04" W - 266.81' to an iron pin set. Thence continuing along the Right-of-Way radius of two alleys,

along a curve to the left having a length of 29.92', a radius of 22.00', a chord bearing of S 14°53'21" E, and a chord distance of 27.66' to an iron pin set in the north Right-of-Way of an alley. Thence, crossing said alley,

S 36°21'12" W – 18.22' to an iron pin set in the south Right-of-Way of an alley. Thence along the south Right-of-Way of said alley the following three calls:

N 53°30'59" W – 140.84' to an iron pin set. Thence,

along a curve to the left having a length of 7.64', a radius of 39.00', a chord bearing of N 59°07'53" W, and a chord distance of 7.63' to an iron pin set. Thence,

N 64°44'48" W – 16.34' to an iron pin set at the PC of the south Right-of Way radius of an alley and Fitzgerald Street. Thence continuing with said Right-of Way radius,

along a curve to the left having a length of 15.40', a radius of 10.00', a chord bearing of S 71°08'02" W, and a chord distance of 13.92' to an iron pin set. Thence continuing with the east Right-of-Way of Fitzgerald Street the following two calls:

along a curve to the right having a length of 142.63', a radius of 863.00', a chord bearing of S 31°44'57" W, and a chord distance of 142.46' to an iron pin set. Thence,

S 36°29'01" W – 37.24' to an iron pin set in the east Right-of-Way of Fitzgerald Street. Thence crossing Fitzgerald Street,

N 53°30'59" W – 36.00' to an iron pin set in the west Right-of-Way radius of Fitzgerald Street and Welty Way. Thence continuing with said Right-of-Way radius,

along a curve to the left having a length of 31.42', a radius of 20.00', a chord bearing of N 08°30'59" W, and a chord distance of 28.28' to an iron pin set in the south Right-of-Way of Welty Way. Thence continuing with the south Right-of-Way of Welty Way,

N 53°30'59" W – 105.00' to an iron pin set. Thence crossing Welty Way,

N 35°32'46" E – 36.00' to an iron pin set in the east Right-of-Way radius of Welty Way and an alley. Thence continuing along the Right-of-Way radius,

along a curve to the right having a length of 15.30', a radius of 10.00', a chord bearing of N 09°41'26" W, and a chord distance of 13.85' to an iron pin set in the east Right-of-Way of an alley. Thence continuing along the east Right-of-Way of the alley the following fourteen calls:

along a curve to the left having a length of 43.65', a radius of 692.00', a chord bearing of N 32°19'42" E, and a chord distance of 43.64' to an iron pin set. Thence,

along a curve to the left having a length of 39.46', a radius of 692.00', a chord bearing of N 28°53'17" E, and a chord distance of 39.45' to an iron pin set. Thence,

along a curve to the left having a length of 38.50', a radius of 692.00', a chord bearing of N 25°39'38" E, and a chord distance of 38.49' to an iron pin set. Thence,

N 24°04'01" E - 1.02' to an iron pin set. Thence,

N 24°04'01" E - 42.00' to an iron pin set. Thence,

N 24°04'01" E - 46.00' to an iron pin set. Thence,

N 24°04'01" E - 46.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.00' to an iron pin set. Thence,

N 24°04'01" E - 41.07' to an iron pin set. Thence,

along a curve to the left having a length of 14.75', a radius of 792.00', a chord bearing of N 23°32'00" E, and a chord distance of 14.75' to an iron pin set in the south Right-of-Way radius of an alley and Ripley Lane. Thence continuing with said Right-of-Way radius,

along a curve to the right having a length of 15.89', a radius of 10.00', a chord bearing of N 68°32'00" E, and a chord distance of 14.27' to an iron pin set in the south Right-of-Way of Ripley Lane. Thence continuing along said Right-of-Way,

S 65°55'59" E - 105.13' to an iron pin set. Thence continuing along the west Right-of-Way radius of Ripley Lane and Fitzgerald Street,

along a curve to the right having a length of 31.31', a radius of 20.00', a chord bearing of S 21°05'21" E, and a chord distance of 28.21' to an iron pin set at the POINT OF BEGINNING, comprising a portion of the land conveyed to 96 West Land Holdings, LLC and 96 West Land Holdings II, LLC by deeds recorded in Book 2668, page 41, Book 3810, page 719, and Book 3810, page 728 Registers Office of Williamson County.

INCLUDED in the above described Tracts 1, 2, 5, & 7 but EXCLUDED therefrom is the following tracts:

Excluded Tract 9:

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by the south right-of-way of Acadia Avenue (38.5 ft. r.o.w. width) of Westhaven PUD Subdivision Section 22, Revision 1 as of record in plat book 53, page 143, on the east by the west right-of-way of Alley (22 ft. r.o.w. width) of Westhaven PUD Subdivision Section 26, Revision 1, Resub of Lot 991 as of record in plat book 53, page 53, and Westhaven PUD Subdivision Section 26, Revision 2, Resub of Lot 1002 as of record in plat book 54, page 39, on the west by Westhaven Section 10 Final Subdivision Plat as of record in plat book 40, page 22, and Westhaven Section 10, Revision 1, (Reconfiguration of Lots 527-530) Final Subdivision Plat as of record in plat book 47, page 71, being more particularly described as follows:

Beginning at an existing iron rod on the south right-of-way of Acadia Avenue, being the northeast property corner of Lot 526 of Westhaven Section 10, and being the northwest property corner of the herein described Westhaven Section 34 boundary;

thence leaving the aforesaid property corner with the south right-of-way line of Acadia Avenue and the north boundary line of Westhaven Section 34, through the following courses:

a curve length of 62.12 feet along a curve to the left having a radius of 619.25 feet, a delta of $5^{\circ}44'52''$, a tangent of 31.09 feet and a chord bearing and distance of $N 85^{\circ}28'56'' E$ 62.09 feet to an existing iron rod,

$N 82^{\circ}36'30'' E$ 162.29 feet to a proposed iron rod,

a curve length of 33.61 feet along a curve to the right having a radius of 20.00 feet, a delta of $96^{\circ}16'29''$, a tangent of 22.32 feet and a chord bearing and distance of $S 49^{\circ}15'15'' E$ 29.79 feet to a proposed iron rod lying on the west right-of-way of Westhaven Boulevard (50 ft. r.o.w. width),

$N 88^{\circ}52'59'' E$ 50.00 feet to a sectional point lying on the east right-of-way of Westhaven Boulevard,

$N 1^{\circ}07'01'' W$ 9.90 feet to a proposed iron rod,

a curve length of 29.23 feet along a curve to the right having a radius of 20.00 feet, a delta of $83^{\circ}43'31''$, a tangent of 17.92 feet and a chord bearing and distance of $N 40^{\circ}44'45'' E$ 26.69 feet to a proposed iron rod,

$N 82^{\circ}36'30'' E$ 15.96 feet to an existing iron rod,

a curve length of 151.46 feet along a curve to the right having a radius of 3,980.75 feet, a delta of $2^{\circ}10'48''$, a tangent of 75.74 feet and a chord bearing and distance of $N 83^{\circ}41'54'' E$ 151.45 feet to an existing iron rod, being a northeast boundary corner of Westhaven Section 34;

thence leaving the south right-of-way of Acadia Avenue and the north boundary line of Westhaven Section 34 with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 17.49 feet along a curve to the right having a radius of 10.00 feet, a delta of $100^{\circ}13'31''$, a tangent of 11.97 feet and a chord bearing and distance of $S\ 45^{\circ}05'57''\ E\ 15.35$ feet to an existing iron rod lying on the west right-of-way of Alley,

thence with the west right-of-way of Alley and the east boundary line of Westhaven Section 34 through the following courses:

$S\ 5^{\circ}00'48''\ W\ 548.21$ feet to an existing iron rod,

a curve length of 97.81 feet along a curve to the right having a radius of 318.75 feet, a delta of $17^{\circ}34'53''$, a tangent of 49.29 feet and a chord bearing and distance of $S\ 13^{\circ}48'15''\ W\ 97.43$ feet to an existing iron rod,

$S\ 22^{\circ}35'41''\ W\ 111.19$ feet to an existing iron rod,

a curve length of 140.11 feet along a curve to the left having a radius of 531.25 feet, a delta of $15^{\circ}06'40''$, a tangent of 70.46 feet and a chord bearing and distance of $S\ 15^{\circ}02'21''\ W\ 139.71$ feet to an existing iron rod,

$S\ 7^{\circ}29'01''\ W\ 50.66$ feet to an existing iron rod,

a curve length of 26.30 feet along a curve to the right having a radius of 89.00 feet, a delta of $16^{\circ}55'54''$, a tangent of 13.25 feet and a chord bearing and distance of $S\ 15^{\circ}56'58''\ W\ 26.21$ feet to an existing iron rod, being a southwest boundary corner of Westhaven Section 26 and a southeast boundary corner of Westhaven Section 34;

thence leaving the west right-of-way of Alley with a radius return between Alley and Tabitha Drive through the following course:

a curve length of 34.75 feet along a curve to the right having a radius of 20.00 feet, a delta of $99^{\circ}32'25''$, a tangent of 23.64 feet and a chord bearing and distance of $S\ 74^{\circ}11'07''\ W\ 30.54$ feet to an existing iron rod lying on the north right-of-way of Tabitha Drive (36 ft. r.o.w. width),

$S\ 33^{\circ}57'20''\ W\ 36.00$ feet to an existing iron rod lying on the south right-of-way of Tabitha Drive, being the southwest boundary corner of Westhaven Section 26 and the southeast boundary corner of Westhaven Section 34;

thence leaving the west and east boundary line of Westhaven Section 26 and Section 34, respectively, creating a severance line across a portion of 96 West Land Holdings II, LLC property, with the south right-of-way of Tabitha Drive and the south boundary line of Westhaven Section 34 through the following courses:

$N\ 56^{\circ}02'40''\ W\ 183.92$ feet to a proposed iron rod,

thence leaving the south right-of-way of Tabitha Drive with a radius return between Tabitha Drive and Westhaven Boulevard through the following course:

a curve length of 30.99 feet along a curve to the left having a radius of 20.00 feet, a delta of $88^{\circ}46'28''$, a tangent of 19.58 feet and a chord bearing and distance of $S 79^{\circ}34'06'' W 27.98$ feet to a proposed iron rod lying on the east right-of-way of Westhaven Boulevard (50 ft. r.o.w. width),

N $54^{\circ}49'08'' W$ 50.00 feet to a proposed iron rod lying on the west right-of-way of Westhaven Boulevard,

N $35^{\circ}10'52'' E$ 54.52 feet to a proposed iron rod,

thence leaving the west right-of-way of Westhaven Boulevard through the following course:

N $56^{\circ}02'40'' W$ 190.00 feet to a proposed iron rod, being the southwest boundary corner of Westhaven Section 34;

thence leaving the south boundary line of Westhaven Section 34 with the west boundary line of Westhaven Section 34 through the following courses:

N $33^{\circ}57'20'' E$ 105.00 feet to a proposed iron rod,

N $21^{\circ}21'31'' E$ 160.14 feet to a proposed iron rod,

N $89^{\circ}24'45'' W$ 100.90 feet to a proposed iron rod, being the southeast property corner of Lot 528 of Westhaven Section 10;

thence with the east boundary line of Westhaven Section 10 through the following course:

N $7^{\circ}12'00'' E$ 435.66 feet to the point of beginning, containing 397,357 square feet or 9.122 acres.

Excluded Tract 10:

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by Lot 4001 of Westhaven Section 25 and Section 15 (Lot 4001) as of record in plat book 51, page 131, on the east by Lot 4021 of Westhaven Section 25 and Section 15 (Lot 4001) as of record in plat book 51, page 131, and 96 West Land Holdings, LLC, as of record in deed book 2668, page 41, on the south by the north right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 29 as of record in plat book 53, page 52, on the west by the east right-of-way of Alley (22 ft. r.o.w.), north right-of-way of Oleander Street (50' r.o.w.) and east right-of-way of Westhaven Boulevard (32 ft. r.o.w.) of Westhaven Section 17 as of record in plat book 48, page 96, and on the west by the east right-of-way of Westhaven Boulevard (50 ft. r.o.w.) of Westhaven Section 15 as of record in plat book 44, page 88, being more particularly described as follows:

Commencing at an existing concrete monument, being a point of curvature of a radius return between the east right-of-way of Westhaven Boulevard (50 ft. r.o.w.) and the south right-of-way of Front Street (50 ft. r.o.w.) of Westhaven Section 15 as of record in plat book 44, page 88, and being a northwest property corner of Lot 4001 Westhaven Section 15;

thence leaving the aforesaid property corner with the east right-of-way line of Westhaven Boulevard and west property line of Lot 4001 through the following course:

S 5°18'21" W 121.34 feet to a proposed iron rod, being the northwest boundary corner and point of beginning for the herein described Westhaven Section 35 boundary;

thence leaving the east right-of-way of Westhaven Boulevard and west property line of Lot 4001, creating a severance line across a portion of Lot 4001, with a radius return between Westhaven Boulevard and Alley, being the north boundary line of Westhaven Section 35 through the following courses:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of 90°00'00", a tangent of 20.00 feet and a chord bearing and distance of S 39°41'39" E 28.28 feet to a proposed iron rod lying on the north right-of-way of Alley (26 ft. r.o.w.),

S 84°41'39" E 206.12 feet to a proposed iron rod lying on the west and east property line of Lot 4021 and Lot 4001, respectively, being the northeast boundary corner of Westhaven Section 35;

thence leaving the north right-of-way of Alley and the north boundary line of Westhaven Section 35 with the west and east property line of Lot 4021 and Lot 4001, respectively, and the east boundary line of Westhaven Section 35 through the following courses:

S 5°18'21" W 280.21 feet, passing the southeast property corner of Lot 4001 at a distance of 244.00 feet, to a proposed iron rod, lying on a radius return between east right-of-way of Alley (26' r.o.w.) and north right-of-way of Alley (22 ft. r.o.w.);

thence leaving the west property line of Lot 4021, creating a severance line across a portion of Lot 4021, with aforesaid radius return through the following courses:

a curve length of 7.53 feet along a curve to the left having a radius of 22.00 feet, a delta of $19^{\circ}36'48''$, a tangent of 3.80 feet and a chord bearing and distance of $S\ 74^{\circ}53'15''\ E\ 7.49$ feet to a proposed iron rod,

$S\ 84^{\circ}41'39''\ E\ 3.16$ feet to a proposed iron rod, thence leaving the north right-of-way of Alley through the following course:

$S\ 5^{\circ}18'21''\ W\ 22.00$ feet to a proposed iron rod lying on the south right-of-way of Alley, thence leaving the aforesaid Alley right-of-way through the following course:

$S\ 31^{\circ}45'57''\ E\ 150.09$ feet, passing the south property line of Lot 4021 at a distance of 14.19 feet, creating a severance line across a portion of 96 West Land Holdings, LLC, property, to a proposed iron rod lying on the north right-of-way of Oleander Street (50 ft. r.o.w. width), thence with the north right-of-way of Oleander Street through the following course:

$N\ 58^{\circ}14'03''\ E\ 13.29$ feet to a proposed iron rod, thence leaving the north right-of-way of Oleander Street through the following course:

$S\ 33^{\circ}50'35''\ E\ 50.03$ feet to a proposed iron rod lying on the south right-of-way of Oleander Street, thence leaving the south right-of-way of Oleander Street with a radius return between Oleander Street and Eliot Road (48' ft. r.o.w.) through the following courses:

a curve length of 29.92 feet along a curve to the left having a radius of 20.00 feet, a delta of $85^{\circ}42'03''$, a tangent of 18.55 feet and a chord bearing and distance of $S\ 15^{\circ}23'01''\ W\ 27.20$ feet to a proposed concrete monument lying on the east right-of-way of Eliot Road,

a curve length of 18.99 feet along a curve to the right having a radius of 224.00 feet, a delta of $4^{\circ}51'30''$, a tangent of 9.50 feet and a chord bearing and distance of $S\ 25^{\circ}02'15''\ E\ 18.99$ feet to a proposed iron rod, thence leaving aforesaid Eliot Road right-of-way through the following course:

$N\ 66^{\circ}57'40''\ E\ 162.78$ feet to a proposed iron rod lying on the west right-of-way of Alley (22 ft. r.o.w.), thence leaving aforesaid Alley right-of-way through the following course:

$S\ 88^{\circ}05'13''\ E\ 22.00$ feet to a proposed iron rod lying on the east right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

$S\ 1^{\circ}54'47''\ W\ 144.54$ feet to a proposed iron rod,

a curve length of 36.23 feet along a curve to the left having a radius of 54.00 feet, a delta of $38^{\circ}26'42''$, a tangent of 18.83 feet and a chord bearing and distance of $S\ 17^{\circ}18'34''\ E\ 35.56$ feet to a proposed iron rod,

$S\ 36^{\circ}31'54''\ E\ 41.07$ feet to a proposed iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Porter Street through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S\ 81^{\circ}31'54''\ E\ 14.14$ feet to a proposed iron rod lying on the north right-of-way of Porter Street (36 ft. r.o.w.), thence leaving aforesaid Porter Street right-of-way through the following course:

$S\ 36^{\circ}31'54''\ E\ 36.00$ feet to a proposed iron rod lying on the south right-of-way of Porter Street, thence with the aforesaid Porter Street right-of-way through the following course:

$S\ 53^{\circ}28'06''\ W\ 18.91$ feet to a proposed concrete monument, thence leaving the south right-of-way of Porter Street with a radius return between Porter Street and Tilby Street through the following course:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 20.00 feet and a chord bearing and distance of $S\ 8^{\circ}28'06''\ W\ 28.28$ feet to a proposed concrete monument, thence with the east right-of-way of Tilby Street (36 ft. r.o.w.) through the following course:

$S\ 36^{\circ}31'54''\ E\ 105.00$ feet to a proposed iron rod, thence leaving the east right-of-way of Tilby Street with a radius return between Tilby Street and Alley through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S\ 81^{\circ}31'54''\ E\ 14.14$ feet to a proposed iron rod lying on the north right-of-way of Alley (22 ft. r.o.w.), being the southeast corner of Westhaven Section 35;

thence with the north right-of-way of Alley and the south boundary line of Westhaven Section 35 through the following courses:

$S\ 53^{\circ}28'06''\ W\ 102.69$ feet to an existing iron rod,

a curve length of 193.50 feet along a curve to the right having a radius of 265.00 feet, a delta of $41^{\circ}50'15''$, a tangent of 101.29 feet and a chord bearing and distance of $S\ 74^{\circ}23'13''\ W\ 189.23$ feet to an existing iron rod,

$N\ 84^{\circ}41'39''\ W\ 89.83$ feet to an existing iron rod lying on the west right-of-way of Eliot Road (48 ft. r.o.w.), thence leaving north right-of-way of Alley with the west right-of-way of Eliot Road through the following course:

$S\ 5^{\circ}14'37''\ W\ 29.99$ feet to an existing iron rod, thence leaving the aforesaid Eliot Road right-of-way with a radius return between Eliot Road and Alley through the following course:

a curve length of 15.72 feet along a curve to the right having a radius of 10.00 feet, a delta of $90^{\circ}03'44''$, a tangent of 10.01 feet and a chord bearing and distance of $S\ 50^{\circ}16'29''\ W\ 14.15$ feet to an existing iron rod lying on the north right-of-way of Alley (22 ft. r.o.w.), thence with the north right-of-way of Alley through the following course:

$N\ 84^{\circ}41'39''\ W\ 103.59$ feet to an existing iron rod, thence leaving the aforesaid Alley right-of-way with a radius return between Alley and Alley through the following course:

a curve length of 34.56 feet along a curve to the right having a radius of 22.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 22.00 feet and a chord bearing and distance of $N 39^{\circ}41'39'' W$ 31.11 feet to an existing iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), being the southwest boundary corner of Westhaven Section 35;

thence with the east right-of-way of Alley and the west boundary line of Westhaven Section 35 through the following courses:

$N 5^{\circ}18'21'' E$ 450.38 feet to a point, leaving the east right-of-way of Alley at a distance of 390.94 feet, lying on the north right-of-way of Oleander Street (50 ft. r.o.w.), thence with the aforesaid Oleander Street right-of-way through the following course:

$N 88^{\circ}47'08'' W$ 161.55 feet to an existing concrete monument, thence leaving the north right-of-way of Oleander Street with a radius return between Oleander Street and Westhaven Boulevard through the following course:

a curve length of 14.04 feet along a curve to the right having a radius of 10.00 feet, a delta of $80^{\circ}26'44''$, a tangent of 8.46 feet and a chord bearing and distance of $N 48^{\circ}33'46'' W$ 12.92 feet to an existing concrete monument lying on the west right-of-way of Westhaven Boulevard (32 ft. r.o.w.), thence with the aforesaid Westhaven Boulevard right-of-way through the following courses:

a curve length of 37.35 feet along a curve to the left having a radius of 516.00 feet, a delta of $4^{\circ}08'50''$, a tangent of 18.68 feet and a chord bearing and distance of $N 10^{\circ}24'49'' W$ 37.34 feet to an existing concrete monument,

$N 12^{\circ}29'14'' W$ 39.82 feet to an existing concrete monument,

a curve length of 150.30 feet along a curve to the right having a radius of 484.00 feet, a delta of $17^{\circ}47'35''$, a tangent of 75.76 feet and a chord bearing and distance of $N 3^{\circ}35'26'' W$ 149.70 feet to an existing concrete monument,

$N 5^{\circ}18'21'' E$ 279.62 feet to the point of beginning, containing 293,693 square feet or 6.74 acres.

Excluded Tract 11:

Land lying in the 5th Civil District, City of Franklin, Williamson County, Tennessee, being bounded on the north by the south right-of-way of Welty Way (36 ft. r.o.w.), east right-of-way of Fitzgerald Street (36 ft. r.o.w.) and south right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 28 as of record in plat book 54, page 150, on the east and south by 96 West Land Holdings II, LLC, as of record in deed book 3810, page 719, on the west by the east right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 26 as of record in plat book 52, page 80, and east right-of-way of Alley (22 ft. r.o.w.) of Westhaven PUD Subdivision Section 24 as of record in plat book 50, page 19, being more particularly described as follows:

Beginning at an existing iron rod, being a point of curvature of a radius return between the east right-of-way of Alley and the south right-of-way of Welty Way, being a northwest property corner of the herein described Westhaven Section 36 boundary;

thence leaving the aforesaid property corner with the south right-of-way line of Welty Way and north boundary line of Westhaven Section 36 through the following courses:

S 53°30'59" E 105.00 feet to an existing iron rod, thence leaving the aforesaid Welty Way right-of-way with a radius return between Welty Way and Fitzgerald Street through the following course:

a curve length of 31.42 feet along a curve to the right having a radius of 20.00 feet, a delta of 90°00'00", a tangent of 20.00 feet and a chord bearing and distance of S 8°30'59" E 28.28 feet to an existing iron rod lying on the west right-of-way of Fitzgerald Street, thence leaving the aforesaid Fitzgerald Street right-of-way through the following course:

S 53°30'59" E 36.00 feet to an existing iron rod lying on the east right-of-way of Fitzgerald Street, thence with the aforesaid Fitzgerald Street right-of-way through the following courses:

N 36°29'01" E 37.24 feet to an existing iron rod,

a curve length of 142.62 feet along a curve to the left having a radius of 863.00 feet, a delta of 9°28'08", a tangent of 71.47 feet and a chord bearing and distance of N 31°44'57" E 142.46 feet to an existing iron rod, thence leaving aforesaid Fitzgerald Street right-of-way with a radius return between Fitzgerald Street and Alley through the following course:

a curve length of 15.40 feet along a curve to the right having a radius of 10.00 feet, a delta of 88°14'19", a tangent of 9.70 feet and a chord bearing and distance of N 71°08'03" E 13.92 feet to an existing iron rod lying on the south right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

S 64°44'48" E 16.34 feet to an existing iron rod,

a curve length of 7.64 feet along a curve to the right having a radius of 39.00 feet, a delta of $11^{\circ}13'49''$, a tangent of 3.83 feet and a chord bearing and distance of $S\ 59^{\circ}07'53''\ E\ 7.63$ feet to an existing iron rod,

$S\ 53^{\circ}30'59''\ E\ 126.70$ feet to an iron rod set, being the northeast boundary corner of Westhaven Section 36;

thence leaving the south right-of-way of Alley, creating a severance line across a portion of 96 West land Holdings II, LLC property, with the east right-of-way of Alley (22 ft. r.o.w.) and the east boundary line of Westhaven Section 36 through the following courses:

a curve length of 113.52 feet along a curve to the right having a radius of 611.00 feet, a delta of $10^{\circ}38'41''$, a tangent of 56.92 feet and a chord bearing and distance of $S\ 31^{\circ}09'40''\ W\ 113.35$ feet to a proposed iron rod,

$S\ 36^{\circ}29'01''\ W\ 196.69$ feet to a proposed iron rod,

a curve length of 70.58 feet along a curve to the left having a radius of 193.00 feet, a delta of $20^{\circ}57'11''$, a tangent of 35.69 feet and a chord bearing and distance of $S\ 26^{\circ}00'25''\ W\ 70.19$ feet to a proposed iron rod, thence leaving the aforesaid Alley right-of-way with a radius return between Alley and Acadia Avenue through the following course:

a curve length of 17.30 feet along a curve to the left having a radius of 10.00 feet, a delta of $99^{\circ}08'28''$, a tangent of 11.74 feet and a chord bearing and distance of $S\ 34^{\circ}02'24''\ E\ 15.22$ feet to a proposed iron rod lying on the north right-of-way of Acadia Avenue (38.5 ft. r.o.w.), thence leaving aforesaid Acadia Avenue right-of-way through the following course:

$S\ 6^{\circ}18'14''\ W\ 38.50$ feet to a proposed iron rod lying on the south right-of-way of Acadia Avenue, thence leaving the aforesaid Acadia Avenue right-of-way with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 17.32 feet along a curve to the left having a radius of 10.00 feet, a delta of $99^{\circ}15'13''$, a tangent of 11.76 feet and a chord bearing and distance of $S\ 46^{\circ}45'45''\ W\ 15.24$ feet to a proposed iron rod lying on the east right-of-way of Alley, thence with the aforesaid Alley right-of-way through the following courses:

a curve length of 11.59 feet along a curve to the left having a radius of 193.00 feet, a delta of $3^{\circ}26'21''$, a tangent of 5.79 feet and a chord bearing and distance of $S\ 4^{\circ}35'02''\ E\ 11.58$ feet to a proposed iron rod,

$S\ 6^{\circ}18'13''\ E\ 516.62$ feet to a proposed iron rod,

a curve length of 128.53 feet along a curve to the right having a radius of 639.00 feet, a delta of $11^{\circ}31'27''$, a tangent of 64.48 feet and a chord bearing and distance of $S\ 0^{\circ}32'29''\ E\ 128.31$ feet to a proposed iron rod,

$S\ 5^{\circ}13'15''\ W\ 43.10$ feet to a proposed iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Rathmore Street through the following course:

a curve length of 15.71 feet along a curve to the left having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $S\ 39^{\circ}46'45''\ E\ 14.14$ feet to a proposed iron rod lying on the north right-of-way of Rathmore Street (36 ft. r.o.w.), thence leaving the aforesaid Rathmore Street right-of-way through the following course:

$S\ 5^{\circ}13'15''\ W\ 36.00$ feet to a proposed iron rod lying on the south right-of-way of Rathmore Street, being the southeast boundary corner of Westhaven Section 36;

thence leaving the aforesaid boundary corner with the south right-of-way of Rathmore Street and the south boundary line of Westhaven Section 36 through the following courses:

$N\ 84^{\circ}46'45''\ W\ 147.00$ feet to a proposed iron rod, thence leaving the south right-of-way of Rathmore Street with a radius return between Rathmore Street and Fitzgerald Street through the following course:

a curve length of 31.42 feet along a curve to the left having a radius of 20.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 20.00 feet and a chord bearing and distance of $S\ 50^{\circ}13'15''\ W\ 28.28$ feet to a proposed iron rod lying on the east right-of-way of Fitzgerald Street (36 ft. r.o.w.), thence leaving aforesaid Fitzgerald Street right-of-way through the following course:

$N\ 84^{\circ}46'45''\ W\ 36.00$ feet to a proposed iron rod lying on the west right-of-way of Fitzgerald Street, thence with the aforesaid Fitzgerald Street right-of-way through the following course:

$N\ 5^{\circ}13'15''\ E\ 27.47$ feet to a proposed iron rod, thence leaving the west right-of-way of Fitzgerald Street through the following course:

$N\ 84^{\circ}46'45''\ W\ 135.00$ feet to a proposed iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), being the southwest boundary corner of Westhaven Section 36;

thence leaving the aforesaid boundary corner with the east right-of-way of Alley and the west boundary line of Westhaven Section 36 through the following courses:

$N\ 5^{\circ}13'15''\ E\ 81.63$ feet to a proposed iron rod,

a curve length of 62.55 feet along a curve to the left having a radius of 311.00 feet, a delta of $11^{\circ}31'27''$, a tangent of 31.38 feet and a chord bearing and distance of $N\ 0^{\circ}32'29''\ W\ 62.45$ feet to a proposed iron rod,

$N\ 6^{\circ}18'13''\ W\ 590.61$ feet to proposed iron rod, passing 2 proposed iron rods located at the south and north radius return between Alley and Bramble Street at a distance of 237.00 feet and 294.15 feet, respectively,

a curve length of 12.16 feet along a curve to the right having a radius of 89.00 feet, a delta of $7^{\circ}49'52''$, a tangent of 6.09 feet and a chord bearing and distance of $N\ 2^{\circ}23'17''\ W\ 12.15$ feet to an existing iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Acadia Avenue through the following course:

a curve length of 16.56 feet along a curve to the right having a radius of 10.00 feet, a delta of $94^{\circ}51'43''$, a tangent of 10.89 feet and a chord bearing and distance of $N 48^{\circ}57'31'' E$ 14.73 feet to an existing iron rod lying on the south right-of-way of Acadia Avenue (38.5 ft. r.o.w.), thence leaving the aforesaid Acadia Avenue right-of-way through the following course:

$N 7^{\circ}09'15'' E$ 38.50 feet to an existing iron rod lying on the north right-of-way of Acadia Avenue, thence leaving the aforesaid Acadia Avenue right-of-way with a radius return between Acadia Avenue and Alley through the following course:

a curve length of 16.44 feet along a curve to the right having a radius of 10.00 feet, a delta of $94^{\circ}11'00''$, a tangent of 10.76 feet and a chord bearing and distance of $N 36^{\circ}31'08'' W$ 14.65 feet to an existing iron rod lying on the east right-of-way of Alley (22 ft. r.o.w.), thence with the aforesaid Alley right-of-way through the following courses:

a curve length of 229.73 feet along a curve to the right having a radius of 508.00 feet, a delta of $25^{\circ}54'39''$, a tangent of 116.86 feet and a chord bearing and distance of $N 23^{\circ}31'41'' E$ 227.78 feet to an existing iron rod,

$N 36^{\circ}29'01'' E$ 140.88 feet to an existing iron rod, thence leaving the east right-of-way of Alley with a radius return between Alley and Welty Way (36 ft. r.o.w.) through the following course:

a curve length of 15.71 feet along a curve to the right having a radius of 10.00 feet, a delta of $90^{\circ}00'00''$, a tangent of 10.00 feet and a chord bearing and distance of $N 81^{\circ}29'01'' E$ 14.14 feet to the point of beginning, containing 390,104 square feet or 8.96 acres.

Being a portion of parcel 28.05 on property control map 64 conveyed to 96 West Land Holdings, II, LLC as of record in deed book 3810, page 719, R.O.W.C., Tennessee.

INCLUDED in the above described Tracts 1, 2, 5, & 7 but EXCLUDED therefrom is the following tracts:

Excluded Tract 12:

Westhaven Partners, LLC

A Portion of Parcel 23.20 and Parcel 1.04 on
Property Control Maps 64 and 77, respectively

A certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee, in the City of Franklin; said parcel being bounded on the north by Front Street (50' right of way); on the east by Westhaven Section 25, as of record in Plat Book 51, Page 131, Register's Office for Williamson County, TN (R.O.W.C.) by 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41; on the south by 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41, and by Westhaven Section 35, as of record in Plat Book 56, Page 116, R.O.W.C.; on the west by Westhaven Section 35 and by Westhaven Section 15, as of record in Plat Book 57, Page 26, R.O.W.C.; said parcel being more particularly described as follows:

BEGINNING at an existing Iron rod, being in the southerly right of way of Front Street (50' ROW) at the northeasterly corner of Westhaven Section 15 as of record in Plat Book 57, Page 26, R.O.W.C.; said Iron rod also being the northwesterly most corner of said herein described Section 37;

THENCE, with said southerly right of way of Front Street for the following three calls:

South 84° 41' 39" East, 58.18 to an existing concrete monument;

With a curve to the left, said curve having a radius of 325.00 feet, a delta angle of 11° 43' 59", an arc length of 66.55 feet, and a chord bearing North 89° 26' 22" East, for a distance of 66.44 feet to a set iron rod;

Continuing with Front Street across the intersection of Oleander Street (50' ROW) with a curve to the left, said curve having a radius of 325.00 feet, a delta angle of 15° 17' 34", an arc length of 86.74 feet, and a chord bearing North 75° 55' 36" East, for a distance of 86.49 feet to a set Iron rod at the radius return for Oleander Street;

THENCE, leaving Front Street with the easterly right of way margin of Oleander Street for the following four calls:

With a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 71° 38' 27", an arc length of 25.01 feet, and a chord bearing South 32° 27' 35" West, for a distance of 23.41 feet to a set Iron rod;

South 03° 21' 38" East, 3.25 feet to a concrete monument set;

With a curve to the right, said curve having a radius of 525.00 feet, a delta angle of 08° 39' 59", an arc length of 79.41 feet, and a chord bearing South 00° 58' 22" West, for a distance of 79.33 feet to a concrete monument set;

South 05° 18' 21" West, 13.34 feet to a set Iron pin;

THENCE, leaving Oleander Street with the northerly right of way of a public alley (26' ROW) for the following three calls:

With a curve to the left, said curve having a radius of 20.00 feet, a delta angle of 90° 00' 00", an arc length of 31.42 feet, and a chord bearing South 39° 41' 39" East, 28.28 feet to a set iron rod;

South 84° 41' 39" East, 24.96 feet to a set Iron rod;

With a curve to the left, said curve having a radius of 337.00 feet, a delta angle of 13° 42' 40", an arc length of 80.64 feet, and a chord bearing North 88° 27' 01" East, for a distance of 80.45 feet to a point at the terminus of said alley right of way,

THENCE, with the terminus of said alley, South 08° 24' 18" East, 26.00 feet to a set iron rod;

THENCE, with the westerly line of Westhaven Section 25, as of record in Plat Book 51, Page 131, R.O.W.C., South 05° 18' 21" West, 130.40 feet to a point at the easterly terminus of Jewell Avenue (50' ROW);

THENCE, with the terminus of Jewell Avenue, South 06° 28' 50" West, 50.00 feet to a point in the southerly right of way of Jewell Avenue;

THENCE, with said southerly right of way of Jewell Avenue and a curve to the left, said curve having a radius of 225.00 feet, a delta angle of 01° 10' 28", an arc length of 4.61 feet, and a chord bearing North 84° 06' 25" West, for a distance of 4.61 feet to a concrete monument set;

THENCE, North 84° 41' 39" West, 16.36 feet to a set Iron pin;

THENCE, leaving Jewell Avenue with the westerly line of property conveyed to 96 West Land Holdings, LLC, as of record in Deed Book 2668, Page 41, R.O.W.C., South 05° 18' 21" West, 135.13 feet to a set iron pin in the northerly right of way margin of a Public Alley (22' ROW);

THENCE, with said Alley's northerly right of way and a curve to the right, said curve having a radius of 311.00 feet, a delta angle of 28° 29' 44", an arc length of 154.67 feet, and a chord bearing South 52° 29' 53" East, for a distance of 153.08 feet to a point at the northeast terminus of said Public Alley;

THENCE, with said terminus, South 51° 44' 59" West, 22.00 feet to a set iron pin;

THENCE, with a curve to the left, said curve having a radius of 22.00 feet, a delta angle of 88° 16' 53", an arc length of 33.90 feet, and a chord bearing North 82° 23' 28" West, for a distance of 30.64 feet to a set iron pin in a Public Alley (22' ROW);

THENCE, continuing with the line of 96 West Land Holdings, LLC as of record in Deed Book 2668, Page 41, ROWC, South 53° 28' 06" West, 159.26 feet to a set iron pin;

THENCE, with a curve to the left, said curve having a radius of 22.00 feet, a delta angle of 51° 33' 18", an arc length of 19.80 feet, and a chord bearing South 27° 41' 26" West, for a distance of 19.13 feet to a set iron pin;

THENCE, crossing said alley, North 01° 54' 47" East, 71.72 feet to a point:

THENCE, North 88° 05' 13" West, 22.00 feet to an existing iron rod in the westerly right of way margin of a Public Alley (22' ROW);

THENCE, leaving said Alley with the northerly line of Westhaven Section 35, as of record in Plat Book 56, Page 116a, ROWC, South 66° 57' 40" West, 162.78 feet to an existing iron rod in the easterly right of way margin of Eliot Road (48' ROW);

THENCE, with said easterly right of way of Eliot Road and a curve to the left, said curve having a radius of 224.00 feet, a delta angle of 04° 51' 30", an arc length of 18.99 feet, and a chord bearing of North 25° 02' 15" West, for a distance of 18.99 feet to an existing concrete monument;

THENCE, with a curve to the right, said curve having a radius of 20.00 feet, a delta angle of 85° 42' 03", an arc length of 29.92 feet, and a chord bearing North 15° 23' 01" East, for a distance of 27.20 feet to an existing concrete monument at the radius return in the southerly right of way margin of Oleander Street;

THENCE, crossing Oleander Street, North 33° 50' 35" West, 50.03 feet to an existing iron rod in the northerly right of way margin of Oleander Street;

THENCE, with the northerly right of way of Oleander Street, South 58° 14' 03" West, 13.29 feet to an existing iron rod;

THENCE, leaving Oleander Street with the easterly line of Westhaven Section 35, as of record in Plat Book 56, Page 116, ROWC, North 31° 45' 57" West, 150.09 feet to an existing iron rod in the southerly margin of a Public Alley (22' ROW);

THENCE, crossing said Alley, North 05° 18' 21" East, 22.00 feet to an existing iron rod in the northerly right of way margin of said Public Alley,

THENCE, with said Alley right of way, North 84° 41' 39" West, 3.16 feet to an existing iron rod;

THENCE, continuing with said Alley right of way along a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 19° 36' 48", an arc length of 7.53 feet, and a chord bearing North 74° 53' 15" West, 7.49 feet to an existing iron rod;

THENCE, with the easterly line of Westhaven Section 35, North 05° 18' 21" East, 252.94 feet to an existing iron rod in the southerly right of way of a Public Alley (26' ROW);

THENCE, with said southerly right of way of Public Alley for the following four calls:

With a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 19° 36' 48", an arc length of 7.53 feet, and a chord bearing North 85° 29' 57" East, for a distance of 7.49 feet to an existing iron rod;

South 84° 41' 39" East, 12.57 feet to an existing iron rod;

With a curve to the right, said curve having a radius of 187.00 feet, a delta angle of 05° 23' 59", an arc length of 17.62 feet, and a chord bearing of South 81° 59' 39" East, for a distance of 17.62 feet to an existing iron rod;

Continuing with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of $47^{\circ} 15' 31''$, an arc length of 18.15 feet, and a chord bearing South $55^{\circ} 39' 55''$ East, for a distance of 17.64 feet to a point;

THENCE, crossing said Public Alley, North $15^{\circ} 28' 27''$ East, 32.35 feet to a set iron rod in the northerly right of way of said Public Alley;

THENCE, with said Public Alley right of way and a curve to the left, said curve having a radius of 213.00 feet, a delta angle of $02^{\circ} 04' 03''$, an arc length of 7.69 feet, and a chord bearing North $75^{\circ} 33' 34''$ West, for a distance of 7.69 feet to an existing iron rod, said iron rod being the southeasterly corner of Westhaven Section 15, as of record in Plat Book 57, Page 26, R.O.W.C.;

THENCE, with said easterly line of Westhaven Section 15, North $05^{\circ} 15' 17''$ East, 163.47 feet to the POINT OF BEGINNING, and containing 207,590.281 square feet or 4.77 acres.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6068, Page 947, Register's Office for Williamson County, Tennessee.

Excluded Tract 13:

BEING a certain parcel or tract of land situated in the 5th Civil District of Williamson County, Tennessee, said parcel being bounded on the north by New Highway 96 West (Major Arterial—Right-of-way varies), on the East by Mack Hatcher Parkway (proposed), on the south by the remainder of Parcel 28.05, and on the west by Hamilton Creek; said parcel being more particularly described as follows:

BEGINNING at a right-of-way marker in the southerly right-of-way of the proposed S.R. 96 (New Highway 96 West) and shown on T.D.O.T. Project # STP/HPP-397(10) at 58.90 feet right of Station 24+91.55, said right-of-way marker also being the northwesterly corner of said herein-described parcel;

THENCE, with said south right-of-way of S.R. 96 for the following two calls:

South 88° 37' 19" East, for a distance of 122.71 feet to a right-of-way marker;
South 80° 37' 56" East, for a distance of 636.63 feet to a right-of-way marker at the intersection of S.R. 96 right-of-way with the westerly right-of-way of S.R. 397 (Mack Hatcher Parkway);

THENCE, with said westerly right-of-way of Mack Hatcher for the following three calls:

South 41° 00' 20" East, for a distance of 315.06 feet to a right-of-way marker;
Southwesterly, with a curve to the right, said curve having a radius of 2906.00 feet, a delta angle of 05° 10' 46", an arc length of 262.70 feet, and a chord bearing South 17° 10' 52" West, for a distance of 262.61 feet to a right-of-way marker;
South 17° 30' 45" West, for a distance of 609.05 feet to an iron pin (set), said iron pin being the southeasterly corner of said herein described parcel;

THENCE, leaving Mack Hatcher right-of-way with new lines across the remainder of Parcel 28.05 for the following two calls:

North 77° 07' 15" West, for a distance of 168.76 feet to an iron pin (set);
Southwesterly with a curve to the left, said curve having a radius of 838.00 feet, a delta angle of 44° 50' 12", an arc length of 655.77 feet, and a chord bearing South 80° 27' 40" West, for a distance of 639.17 feet to an iron pin (set);

THENCE, with the radius return onto the easterly right-of-way of Keats Street (40-ft right-of-way) and a curve to the right, said curve having a radius of 20.00 feet, a delta angle of 85° 25' 32", an arc length of 29.82 feet, and a chord bearing North 79° 14' 40" West, 27.13 feet to an iron pin (set);

THENCE, with said easterly right-of-way of Keats Street, also being the easterly line of Westhaven Section 39, for the following three calls:

North 36° 31' 54" West, for a distance of 199.59 feet to an iron pin (set);
Northwesterly with a curve to the left, said curve having a radius of 168.00 feet, a delta angle of 26° 50' 48", an arc length of 78.72 feet, and a chord bearing North 49° 57' 18" West, for a distance of 78.00 feet to an iron pin (set);
North 63° 22' 42" West, for a length of 168.16 feet to an iron pin (set);

THENCE, leaving Keats Street and with the south line of Westhaven Section 25 for the following three calls:

Southeasterly with a curve to the left, said curve having a radius of 120.00 feet, a delta angle of 11° 54' 38", an arc length of 24.95 feet, and a chord bearing South 69° 21' 14" East, for a distance of 24.90 feet to a p.k. nail (set);
South 75° 18' 33" East, for a distance of 45.97 feet;
North 53° 28' 06" East, for a distance of 441.58 feet to a point in the center of Hamilton Creek;

THENCE, with the meanders of the Hamilton Creek centerline to points as follows:

North 25° 01' 57" West, for a distance of 60.58 feet to a point;
North 30° 21' 05" West, for a distance of 65.33 feet to a point;
North 07° 02' 43" West, for a distance of 70.17 feet to a point;
North 16° 28' 19" West, for a distance of 43.88 feet to a point;
North 06° 38' 05" East, for a distance of 35.03 feet to a point;
North 43° 38' 49" East, for a distance of 48.16 feet to a point;
North 18° 22' 41" East, for a distance of 43.79 feet to a point;
North 31° 48' 26" West, for a distance of 25.90 feet to a point;
North 56° 34' 00" West, for a distance of 20.82 feet to a point;
South 70° 24' 07" West, for a distance of 28.66 feet to a point;
North 52° 56' 29" West, for a distance of 66.19 feet to a point;
North 11° 29' 26" West, for a length of 65.89 feet to a point;
North 50° 05' 07" East, for a distance of 28.30 feet to a point;
South 88° 19' 58" East, for a distance of 52.02 feet to a point;
North 64° 28' 30" East, for a distance of 63.22 feet to a point;
North 10° 27' 34" East, for a distance of 52.84 feet to a point;
North 11° 38' 20" West, for a distance of 47.97 feet to a point;
North 04° 28' 08" West, for a distance of 25.68 feet to a point, said point being in the southerly right-of-way of S.R. 96 (New Highway 96 West);

THENCE, with said right-of-way for the following two calls:

South 87° 51' 08" East, for a distance of 51.95 feet to a right-of-way marker;
North 02° 08' 52" East, for a distance of 82.00 feet to the POINT OF BEGINNING and
containing 24.89 Acres or 1,084,123.14 Square Feet, more or less.

This description accompanies a survey by Joey C. Wilson, II, TN RLS #2089. Said survey was performed
on 11-20-2013.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in
Book 6114, Page 66, Register's Office for Williamson County, Tennessee.

Excluded Tract 14:

Parcel One:

Lot No. 1489, Westhaven Section 39 (unrecorded)

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Howland Street (46' Right of Way), on the east by Keats Street (36' Right of Way), on the south by Lot No. 1490, and on the west by public Alley 1 (22' Right of Way); said parcel being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way margin of Howland Street, said point being South 53° 28' 06" West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street, and being the northeasterly corner of said herein-described parcel;

THENCE, leaving Howland Street with said radius return of the westerly right of way of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 81° 31' 54" East, for a distance of 28.28 feet to an iron pin (new);

THENCE, South 36° 31' 54" East, for a distance of 126.00 feet to an iron pin (new) at the northeast corner of Lot 1490;

THENCE, leaving Keats Street with the northerly line of Lot 1490, South 53° 28' 06" West, a distance of 199.00 feet to an iron pin (new) in the easterly Right of Way of Alley 1 (22' Right of Way), said pin being the northwesterly corner of Lot 1490 and the southwesterly corner of said herein-described parcel;

THENCE, with said Alley, North 36° 31' 54" West, 136.00 feet to an iron pin (new);

THENCE, leaving said Alley with the radius return of Howland Street, along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of 90° 00' 02", and a chord bearing North 08° 28' 05" East, for a distance of 14.14 feet to the POINT OF BEGINNING, and CONTAINING 28,946.70 square feet or 0.66 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Parcel Two:

Lot No. 1490, Westhaven Section 39 (unrecorded)

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Lot 1489, on the east by Keats Street (36' Right of way), on the south by Porter Street (36' Right of way), and on the west by public Alley 1 (22' Right of way); said parcel being more particularly described as follows:

COMMENCING at a point in the southerly right-of-way margin of Howland Street, said point being South 53° 28' 06" West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street;

THENCE, leaving Howland Street Right of way with the radius return of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 81° 31' 54" East, for a distance of 28.28 feet to an iron pin (new), said pin being the southeast corner of Lot 1489, the northeast corner of Lot 1490, and the true POINT OF BEGINNING for this description;

THENCE, continuing with Keats Street for the following three calls:

South 36° 31' 55" East, for a distance 15.05 feet to an iron pin (new);

THENCE, with a curve to the left, said curve having a radius of 156.41 feet, an arc length of 73.08 feet, a delta angle of 26° 46' 17", and a chord bearing South 49° 59' 08" East, for a distance of 72.42 feet to an iron pin (new);

South 63° 22' 17" East, for a distance of 23.29' to an iron pin at the radius return of Keats Street into Porter Street;

THENCE, with said radius return and a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 18° 22' 17" East, for a distance of 28.28 feet to an iron pin in the northerly Right of way margin of Porter Street (36' Right of way);

THENCE, with said north Right of way of Porter Street, and a curve to the right, said curve having a radius of 137.18 feet, an arc length of 58.80 feet, a delta angle of 24° 33' 33", and a chord bearing South 40° 44' 00" West, for a distance of 58.35 feet to an iron pin (new);

THENCE, continuing with said north Right of way of Porter Street, South 53° 28' 06" West, for a distance of 148.63 feet to an iron pin at the radius return of Porter with the east Right of way margin of Alley 1 (22' Right of way);

THENCE, with said radius return into Alley 1 along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of 90° 00' 00", and a chord bearing North 81° 31' 54" West, for a distance of 14.14 feet;

THENCE, along said easterly right of way of Alley 1, North 36° 31' 54" West, for a distance of 136.02 feet to an iron pin (new), said iron pin being the southwest corner of Lot 1489 and the northwest corner of said herein-described tract;

THENCE, leaving Alley 1 with the south line of Lot 1489, North 53° 28' 06" East, for a distance of 199.00 feet to the POINT OF BEGINNING, and CONTAINING 30,604.54 square feet, more or less or 0.70 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6114, Page 69, Register's Office for Williamson County, Tennessee.

Excluded Tract 15:**Property Description for Westhaven Section 38****Westhaven Partners, LLC**

A Portion of Parcel 23.19 and 23.20 on Property Control Map 42 and
Parcel 1.04 on Property Control Map 77

A certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee, in the City of Franklin; said parcel being bounded on the north by Westhaven Section 25 as of record in Plat Book 51, Page 131, Register's Office for Williamson County, TN (R.O.W.C); on the east by Westhaven Section 25 and by 96 West Land Holdings as of record in Deed Book 2668, Page 41, R.O.W.C.; on the south by an Alley (22' right-of-way), said Alley being part of Westhaven Section 29 as of record in Plat Book 53, Page 52, R.O.W.C., and on the west by Westhaven Section 35 as of record in Plat Book 56, Page 116, R.O.W.C., and Westhaven Section 37 not recorded at this time; said parcel being more particularly described as follows:

BEGINNING at an existing iron rod in the southerly right-of-way margin of Jewell Avenue, said iron rod being the northeasterly property corner of Lot 1431, Section 37 of Westhaven and also being the northwesterly property corner of Lot 1448 of said herein described Westhaven Section 38;

THENCE, with Jewell Avenue right-of-way, South 84° 41' 39" East, 16.36 feet to an existing concrete monument;

THENCE, continuing with Jewell Avenue along a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 01° 10' 28", an arc length of 4.61 feet, and a chord bearing South 84° 06' 25" East for a distance of 4.61 feet to a point;

THENCE, leaving said southerly right-of-way margin and crossing Jewell Avenue, North 06° 28' 50" East, 50.00 feet to a point in the northerly right of way margin of Jewell Avenue;

THENCE, with the easterly line of Lot 1432 of Westhaven Section 37, North 05° 18' 21" East, 130.40 feet to an existing iron rod in the southerly right-of-way margin of a Public Alley (26' ROW);

THENCE, crossing said Public Alley, North 08° 24' 18" West, 26.00 feet to a point in the northerly right-of-way of said Public Alley;

THENCE, with said Public Alley along a curve to the left, said curve having a radius of 337.00 feet, a delta angle of 28° 07' 36", an arc length of 165.43 feet, and a chord bearing North 67° 31' 54" East, for a distance of 163.78 feet to an existing iron rod;

THENCE, continuing with said Public Alley, North 53° 28' 06" East, 125.30 feet to an existing iron rod;

THENCE, with a curve to the left, said curve having a radius of 12.00 feet, a delta angle of 90° 00' 00", an arc length of 18.85 feet, and a chord bearing North 08° 28' 06" East, for a distance of 16.97 feet to an existing iron rod at the terminus of said Public Alley;

THENCE, with Porter Street, North 53° 28' 06" East, 18.91 feet to a point;

THENCE, crossing Porter Street, North 36° 31' 54" West, 36.00 feet to an existing iron rod in the northerly right-of-way margin of Porter Street;

THENCE, with a curve to the right, said curve having a radius of 10.00 feet, a delta angle of 90°-00' 00", an arc length of 15.71 feet, and a chord bearing North 81° 31' 54" West, for a distance of 14.14 feet to an existing iron pin in the easterly right of way margin of a Public Alley (22' ROW);

THENCE, with said Alley easterly right-of-way for the following four calls:

North 36° 31' 54" West, 41.07 feet to an existing iron rod;

Northwesterly with a curve to the right, said curve having a radius of 54.00 feet, a delta angle of 38° 26' 42", an arc length of 36.23 feet, and a chord bearing North 17° 18' 34" West, for a distance of 35.56 feet to an existing iron rod;

North 01° 54' 47" East, 72.82 feet to an existing iron rod;

Northeasterly with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 51° 33' 18", an arc length of 19.80 feet, and a chord bearing North 27° 41' 26" East, for a distance of 19.13 feet to an iron rod in the southerly right-of-way margin of a Public Alley (22' ROW);

THENCE, with said southerly right-of-way of Public Alley for the following two calls:

North 53° 28' 06" East, 159.26 feet to an existing iron rod;

Southeasterly with a curve to the right, said curve having a radius of 22.00 feet, a delta angle of 88° 16' 53", an arc length of 33.90 feet, and a chord bearing South 82° 23' 28" East, for a distance of 30.64 feet to an existing iron pin;

THENCE, crossing Public Alley (22' ROW), North 51° 44' 59" East, 22.00 feet to a point in the easterly right-of-way margin of said Public Alley;

THENCE, with said Alley right-of-way along a curve to the left, said curve having a radius of 311.00 feet, a delta angle of 28° 29' 44", an arc length of 154.67 feet, and a chord bearing North 52° 29' 53" West, for a distance of 153.08 feet to an existing iron rod;

THENCE, on a new line with the easterly line of Westhaven Section 37, North 05° 18' 21" East, 135.13 feet to the POINT OF BEGINNING, and containing 311,896.469 Square Feet or 7.16 Acres, more or less, according to a survey by Wilson & Associates of Franklin, TN.

Being the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company in Book 6116, Page 900, Register's Office for Williamson County, Tennessee.

INCLUDED in all of the above described Tract
Nos. 1-21 but **EXCLUDED** therefrom are the Lots
and Parcels shown on Exhibit "A-1":

EXHIBIT "A-1"

(Tract 4, Section 1) Being Lot Nos. 1 through 52 as shown on the Plan of Westhaven Section 1 of record in Plat Book 35, page 6, Register's Office for Williamson County, Tennessee, as revised in Plat Book 36, page 25 and Plat Book 37, page 79, said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 2) Being Lot Nos. 53 through 115 as shown on the Plan of Westhaven Section 2 of record in Plat Book 35, page 66, Register's Office for Williamson County, Tennessee, as revised in Plat Book 35, page 108, Plat Book 36, page 66, and Plat Book 37, page 136 said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 3) Being Lot Nos. 117 through 151 as shown on the Plan of Westhaven Section 3 of record in Plat Book 35, page 67, Register's Office for Williamson County, Tennessee, as revised in Plat Book 39, page 73, Plat Book 41, page 91, and Plat Book 42, page 131 said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 4) Being Lot Nos. 166 through 190, Lot Nos. 192 through 204, Lot Nos. 6004 through 6006 and Lot No. 5002 as shown on the Plan of Westhaven Section 4 of record in Plat Book 37, page 4, Register's Office for Williamson County, Tennessee, as revised in Plat Book 38, page 72, said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 5) Being Lot No. 116, Lot Nos. 205 through 228 and Lot Nos. 6001 through 6003 as shown on the Plan of Westhaven Section 5 of record in Plat Book 36, page 110, Register's Office for Williamson County, Tennessee, as revised in Plat Book 36, page 140, Plat Book 37, page 41, Plat Book 37, page 137 and Plat Book 39, page 110, said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 6) Being Lot Nos. 333 through 392, Lots 430, 431, 433 through 446, Lot Nos. 454 and 455 and Lot Nos. 5003, 5004, 6015 and 6016 as shown on the Plan of Westhaven Section 6 of record in Plat Book 37, page 120, Register's Office for Williamson County, Tennessee, as revised in Plat Book 38, page 22, (Section 6, Revision 1, Final Subdivision Plat, Resubdivision of Lot 229 and Section 9) and Plat Book 38, page 23, Plat Book 38, page 55, Plat Book 39, page 47, Plat Book 40, page 127, and Plat Book 40, page 128, said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 7) Being Lot Nos. 460 through 476, Lot No. 478, Lot No. 481, Lot Nos. 483 through 488, Lot Nos. 490, 491, and 493, Lot Nos. 495 through 497, and Lot Nos. 499 through 507 as shown on the Plan of Westhaven Section 7 of record in Plat Book 40, page 20, Register's Office for Williamson County, Tennessee, as revised in Plat Book 43, page 69, said

Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 8) Being Lot Nos. 508 and 510 as shown on the Plan of Westhaven Section 8 of record in Plat Book 38, page 85, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 10) Being Lot Nos. 512 through 524 and 535 as shown on the Plan of Westhaven Section 10 of record in Plat Book 40, page 22, to which reference is hereby made for a more complete legal description of said lots.

(Tract 6, Section 11) Being Lot Nos. 230 through 232, Lot Nos. 241 through 245, Lot Nos. 296 through 302, Lot Nos. 304 through 308, Lot Nos. 310 through 331, Lot Nos. 393 through 429 and Lot Nos. 6009, 6010, 6011, 6018, 6019 and 6021 as shown on the Plan of Westhaven Section 11 of record in Plat Book 40, page 21, Register's Office for Williamson County, Tennessee, as revised in Plat Book 41, page 37 and Plat Book 43, page 80, said Register's Office, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 12) Being Lot Nos. 233, 234, 235, and 238, Lot Nos. 246 through 250, Lot Nos. 252 through 260, Lot Nos. 261 through 265, Lot Nos. 271 through 275, and Lot Nos. 277 through 295 as shown on the Plan of Westhaven Section 12 of record in Plat Book 42, page 112, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 13) Being Lot Nos. 547 through 549, Lot Nos. 553 through 557, Lot No. 570, Lot Nos. 574 through 580, 582, 589, 593, 594, 596 Lot Nos. 597 through 599 and Lot No. 604 through 606 as shown on the Plan of Westhaven Section 13 of record in Plat Book 44, page 96, to which reference is hereby made for a more complete legal description of said lots.

(Tract 4, Section 14) Being Lot Nos. 608 through 629, Lot Nos. 631 and 632, Lot Nos. 634 through 673 as shown on the Plan of Westhaven Section 14 of record in Plat Book 43, page 22, to which reference is hereby made for a more complete legal description of said lots.

EXCLUDED PARCEL 1 (LOTS):**SECTION 3, Re-subdivision of Lot 163:**

Land in Williamson County, Tennessee, being Lot No(s): 152, 153, 154, 155, 156, 157, 158, 161, 162, 163; as shown on the Final Subdivision Plat for Westhaven, Section 3, Re-subdivision of Lot 163, of record in Plat Book P51, page 54, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 4:

Land in Williamson County, Tennessee, being Lot No(s): 191, 6007; as shown on the Final Subdivision Plat for Westhaven, Section 4, of record in Plat Book 38, page 72, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 7:

Land in Williamson County, Tennessee, being Lot No(s): 477, 479, 480, 489, 492, 494; as shown on the Final Subdivision Plat for Westhaven, Section 7, of record in Plat Book 43, page 69, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 8:

Land in Williamson County, Tennessee, being Lot No(s): 509, and 510; as shown on the Final Subdivision Plat for Westhaven, Section 8, of record in Plat Book 38, page 85, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 10:

Land in Williamson County, Tennessee, being Lot No(s): 525, 533, and 534; as shown on the Final Subdivision Plat for Westhaven, Section 10, of record in Plat Book 40, page 22, as corrected in Book 315, page 220 of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 11:

Land in Williamson County, Tennessee, being Lot No(s): 229, 303, 309, 6017, 6020; as shown on the Final Subdivision Plat for Westhaven, Section 11, of record in Plat Book

40, page 21, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 12:

Land in Williamson County, Tennessee, being Lot No(s): 234, 239, 240, 251, 266, 267, 268, 269, 270, 276, 449, 450, 452; as shown on the Final Subdivision Plat for Westhaven, Section 12, of record in Plat Book 42, page 112, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 13:

Land in Williamson County, Tennessee, being Lot No(s): 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 550, 551, 552, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 571, 572, 573, 581, 584, 583, 585, 586, 587, 588, 590, 591, 592, 595, 600, 601, 602, 603, 607; as shown on the Final Subdivision Plat for Westhaven, Section 13, of record in Plat Book 44, page 96, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 14:

Land in Williamson County, Tennessee, being Lot No(s): 608, 611, 612, 613, 614, 615, 616, 618, 619, 620, 621, 622, 623, 625, 626, 627, 631, 633, 634, 635, 640, 641, 648, 649, 650, 651, 662, 663, 664, 665, 666, 674; as shown on the Final Subdivision Plat for Westhaven, Section 14, of record in Plat Book 43, page 22, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 15:

Land in Williamson County, Tennessee, being Lot No(s): 4000; as shown on the Final Subdivision Plat for Westhaven, Section 15, of record in Plat Book 48, page 120, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 16:

Land in Williamson County, Tennessee, being Lot No(s): 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703; as shown on the Final Subdivision Plat for Westhaven, Section 16, of record in Plat Book 45, page 82, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 17:

Land in Williamson County, Tennessee, being Lot No(s): 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 729, 730, 731; as shown on the Final Subdivision Plat for Westhaven, Section 17, of record in Plat Book 48, page 96, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 18:

Land in Williamson County, Tennessee, being Lot No(s): 771, 772, 773, 774, 775, 776, 777, 778, 782, 783, 785, 786, 787, 788, 789, 791, 792, 793, 794, 795, 797, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 810, 811, 815, 816, 817, 821; as shown on the Final Subdivision Plat for Westhaven, Section 18, of record in Plat Book 47, page 102, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 19:

Land in Williamson County, Tennessee, being Lot No(s): 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844; as shown on the Final Subdivision Plat for Westhaven, Section 19, of record in Plat Book P48, page 23, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 21 and SECTION 15, REVISION 2:

Land in Williamson County, Tennessee, being Lot No(s): 1120, 1121, 1122, 1123, 1124, 1125, 1136, 1137, 1138, 1139; as shown on the Final Subdivision Plat for Westhaven, Section 21 and Section 15, (Rev 2) of record in Plat Book 49, page 119, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 22:

Land in Williamson County, Tennessee, being Lot No(s): 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917; as shown on the Final Subdivision Plat for Westhaven, Section 22, of record in Plat Book P48, page 79, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 23:

Land in Williamson County, Tennessee, being Lot No(s): 918, 919, 920, 921, 923, 924, 925, 926, 928, 929, 930, 931, 932; as shown on the Final Subdivision Plat for Westhaven, Section 23, of record in Plat Book P48, page 62, of the Register's Office for Williamson

County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 24:

Land in Williamson County, Tennessee, being Lot No(s): 933, 935, 936, 937, 938, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 967, 968, 971, 974, 976, 979, 980, 981, 986, 987, 988, 989, 990, 1136 and 1137; as shown on the Final Subdivision Plat for Westhaven, Section 24, of record in Plat Book P50, page 19, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 26:

Land in Williamson County, Tennessee, being Lot No(s): 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038 and 1039; as shown on the Final Subdivision Plat for Westhaven, Section 26, of record in Plat Book P52, page 80, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description

Excluded Parcel One:

BEING a certain tract or parcel of land containing 83,538.89 sq. ft. or 1.918 acres lying and being in the Fifth Civil District, Williamson County, Tennessee adjoining Highway 96 West in Franklin, bounded on all four sides by Westhaven Partners, LLC (book 4561, page 300) and being more particularly described as follows:

COMMENCING at an iron pin in the eastern R.O.W. of Front Street and the south R.O.W. of Highway 96 west, said point being the northwest corner of lot 4301 of the Westhaven Town Center Harris Teeter development. Running thence, S 43°55'17" E, 487.19' to the Point of Beginning in the south R.O.W. Whitman Road, said point being the northwest corner of the herein described tract. Thence with the south R.O.W. of Whitman Road, N 87°44'47" E, 36.00' to a point, Thence leaving said R.O.W. and with a new line across the land of Map 64, Parcel 23.07, the following 11 calls: 1) S 02°15'13" E, 27.49' to a point, 2) along a curve to the left having a radius of 97.00', an arc length of 58.01', a chord bearing of S 19°23'06" E, 57.15' to a point, 3) S 36°31'00" E, 113.86' to a point, 4) along a curve to the right having a radius of 103.00', an arc length of 53.93', a chord bearing of S 21°31'00" E, 53.32' to a point, 5) S 06°31'00" E, 44.69' to a point, 6) S 53°28'06" W, 260.64' to a point, 7) N 36°31'54" W, 230.45' to a point, 8) along a curve to the right having a radius of 68.00', an arc length of 46.35', a chord bearing of N 17°00'23" W, 45.45' to a point, 9) N 02°31'09" E, 11.77' to a point, 10) N 53°28'06" E, 263.72' to a point, 11) N 02°15'13" W, 23.26' to the Point of Beginning containing 83,538.89 sq. ft. or 1.918 acres more or less based on a field run survey by Wilson and Associates, conducted November 4, 2008.

BEING a portion of the land conveyed to Westhaven Partners, LLC from 96 West Land Holdings, LLC by quitclaim deed of record in Book 4561, pages 300 and 303, Register's Office for Williamson County Tennessee.

Being the same property Conveyed to Westhaven Town Center – HT, LLC, a Tennessee limited liability company, by deeds from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4695, page 582 and from 96 West Land Holdings II, LLC, a Tennessee limited liability company, recorded in Book 4695, page 590, Register's Office of Williamson County, Tennessee.

Excluded Parcel Two:Parcel 4006

A certain tract or parcel of land containing 0.64 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the north by State Boulevard, the east by Westhaven Boulevard, the south and west by Section 15 of Westhaven and being more particularly described as follows:

COMMENCING at the centerline intersection of State Boulevard and Westhaven Boulevard and running thence S 36-15-20 E 239.02 feet to a point in the western right-of-way margin of Westhaven Boulevard, the POINT OF BEGINNING and running thence a new line the following nine (9) courses and distances: (1) S 72-17-57 W 193.20 feet; (2) N 10-19-04 W 14.50 feet; (3) S 79-40-56 W 16.24 feet; (4) N 16-49-38 W 114.74 feet; (5) 85.15 feet along a curve to the left of radius 334.00 feet, a chord bearing N 51-32-25-E 84.92 feet (6) S 44-14-14 W 33.00 feet; (7) 31.42 feet along a curve to the right of radius 20.00 feet a chord bearing S 89-14-14E 28.28 feet; (8) S 45-45-46 E 86.28 feet; (9) 97.57 feet along a curve to the right of radius 270.00 feet a chord bearing S 35-24-39 E 97.04 feet to the POINT OF BEGINNING containing 28,009 sq. ft. (0.64 acres), more or less.

Parcel 4007

A certain tract or parcel of land containing 0.58 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the east by Westhaven Boulevard, the south, west, and north by Section 15 of Westhaven and being more particularly described as follows:

COMMENCING at the centerline intersection of Westhaven Boulevard and Front Street and running thence N 20-15-49 W 57.92 feet to a point in the western right-of-way margin of Westhaven Boulevard, the POINT OF BEGINNING and running thence a new line the following ten (10) courses and distances: (1) N 84-41-39 W 48.85 feet; (2) S 72-17-46 W 31.34 feet; (3) N 84-41-39 W 45.41 feet; (4) S 44-47-31 W 12.41 feet; (5) N 84-41-39 W 83.00 feet; (6) N 05-18-21 E 18.56 feet; (7) N 17-42-14 W 58.45 feet; (8) N 72-17-46 E 235.35 feet; (9) along a curve to the right of radius 270.00 feet a chord bearing S 05-51-07 E 104.50 feet; (10) S 05-18-21 W 40.01 feet to the POINT OF BEGINNING containing 25,252 sq. ft. (0.58 acres), more or less.

Parcel 4008

A certain tract or parcel of land containing 0.47 acres, lying and being in Fifth Civil District, Williamson County, Tennessee, at Westhaven in Franklin. Bounded on the east by Westhaven Boulevard, the south, west, and north by Section 15 of Westhaven and being more particularly described as follows:

COMMENCING at the centerline intersection of Westhaven Boulevard and Front Street and running thence N 20-15-49 W 57.92 feet to a point in the western right-of-way margin of Westhaven Boulevard, the POINT OF BEGINNING and running thence a new line the following seven (7) courses and distances: (1) S 05-18-21 W 162.25 feet; (2) N 84-41-39 W 131.00 feet;

(3) N 05-18-21 E 140.42 feet; (4) N 44-47-31 E 12.41 feet; (5) S 84-41-39 E 45.41 feet; (6) N 72-17-46 E 31.34 feet; (7) S 84-41-39 E 48.85 feet to the POINT OF BEGINNING containing 20,387 sq. ft. (0.47 acres), more or less.

Being the same property Conveyed to Westhaven Town Center Fund I, LLC, a Tennessee limited liability company, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4292, page 596, Register's Office of Williamson County, Tennessee.

Excluded Parcel Three:

Tract 1 (Lot 5024):

A certain tract or parcel of land containing 6,022,116.27 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north by the southern right-of-way margin of Highway 96, on the east by the western right-of-way margin of Stonewater Boulevard, on the west by Paul H Pearre, et ux, et al by Double C, LP by H Carlton Stinson, et ux, and on the south by the northern right-of-way margin of Boyd Mill Road and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Highway 96 and the northwest corner of Westhaven Section 20 Lot 5024 of the Golf Course and thence running along the southern right-of-way margin of Highway 96 S 37-33-56 E 2475.37 feet; thence continuing along the southern right-of-way margin of Highway 96 1344.31 along a curve to the left of radius 7700.00 feet, a chord S 42-38-55 E 1342.60 feet; thence leaving the southern right-of-way margin of Highway 96 along a new line the following twelve (12) courses and distances; (1) S 42-21-00 W 299.90 feet; (2) S 47-56-12 E 103.59 feet; (3) S 69-38-25 E 415.44 feet; (4) N 73-23-25 E 145.15 feet; (5) 355.98 feet along a curve to the left of radius 7740.00 feet, a chord S 53-08-38 E 355.95 feet; (6) S 28-09-26 W 300.07 feet; (7) N 86-10-36 W 775.28 feet; (8) N 67-21-51 W 322.90 feet; (9) S 22-38-09 W 110.41 feet; (10) S 72-15-07 W 44.92 feet; (11) N 67-21-51 W 349.74 feet; (12) S 22-38-09 W 302.17 feet to the northern right-of-way margin of Boyd Mill Road; thence along the northern right-of-way margin of Boyd Mill Road the following three (3) courses and distances; (1) N 67-21-51 W 79.29 feet; (2) 291.21 feet along a curve to the left of radius 1119.06 feet, a chord N 74-49-09 W 290.39 feet; (3) N 82-16-27 W 892.37 feet; thence leaving the northern right-of-way margin on a new line the following seven (7) courses and distances; (1) N 07-15-45 E 183.36 feet; (2) N 44-41-59 W 44.63 feet; (3) N 82-44-15 W 79.32 feet; (4) S 07-15-45 W 24.83 feet; (5) N 82-44-15 W 141.06 feet; (6) S 66-28-49 W 36.37 feet; (7) S 07-15-45 W 167.03 feet to the northern right-of-way margin of Boyd Mill Road; thence along the northern right-of-way margin of Boyd Mill Road the following three (3) courses and distances; (1) 88.56 feet along a curve to the left of radius 9259.49 feet, a chord N 83-43-04 W 88.56 feet; (2) N 83-59-31 W 61.09 feet; (3) 133.50 feet along a curve to the left of radius 305.88 feet, a chord S 83-32-26 W 132.44 feet; thence leaving the northern right-of-way margin of Boyd Mill Road the following nineteen (19) courses and distances; (1) N 18-57-45 W 36.81 feet; (2) N 17-04-52 E 307.05 feet; (3) N 40-57-29 E 127.50 feet; (4) N 32-59-28 E 490.67 feet; (5) N 17-15-28 E 198.99 feet; (6) N 02-34-28 E 219.77 feet; (7) N 04-40-32 W 303.29 feet; (8) N 12-16-33 W 211.72 feet; (9) N 40-39-32 W 144.56 feet; (10) N 79-26-32 W 64.64 feet; (11) S 60-37-28 W 100.86 feet; (12) N 69-28-31 W 82.35 feet; (13) N 03-10-28 E 322.82 feet; (14) N 47-40-32 W 216.80 feet; (15) N 20-22-28 E 238.29 feet; (16) N 44-35-28 E 127.19 feet; (17) N 40-44-28 E 152.90 feet; (18) N 26-38-58 E 558.96 feet; (19) N 07-44-11 W 391.41 feet to the POINT OF BEGINNING, containing 6,022,116.27 square feet (138.25 acres more or less)

Tract 2 (Lot 848):

A certain tract or parcel of land containing 548,949.47 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north, east, and west by Westhaven Section 20 and Lot 5024 and Lot 1158 of the Golf Course, and on the south by the northern right-of-way margin of Boyd Mill Road and being more particularly described as follows:

COMMENCING at an iron pin in the northern right-of-way margin of Boyd Mill Road and the southwest corner of Westhaven Section 20 Lot 5024 of the Golf Course and thence running along the southern right-of-way margin of Boyd Mill Road the following six (6) courses and distances; (1) N 82-15-29 W 268.98 feet; (2) N 82-58-52 W 257.75 feet; (3) 257.38 feet along a curve to the right of radius 800.13 feet, a chord N 73-45-57 W 256.27 feet; (4) N 64-31-20 W 165.40 feet; (5) 81.57 feet along a curve to the left of radius 1644.41 feet, a chord N 65-56-35 W 81.56 feet; (6) N 67-21-51 W 393.56 feet; thence leaving said right-of-way margin the following twelve (12) courses and distances; (1) N 22-38-09 E 302.17 feet; (2) S 67-21-51 E 349.74 feet; (3) N 72-15-07 E 44.92 feet; (4) N 22-38-09 E 110.41 feet; (5) S 67-21-51 E 236.63 feet; (6) S 22-38-09 W 89.56 feet; (7) S 54-36-46 E 70.25 feet; (8) 137.77 feet along a curve to the left of radius 285.00 feet, a chord S 68-27-40 E 136.43 feet; (9) S 82-18-35 E 316.67 feet; (10) N 03-49-24 E 156.60 feet; (11) S 86-10-36 E 380.05 feet; (12) S 26-39-19 W 536.14 feet to the POINT OF BEGINNING, containing 548,949.47 square feet (12.60 acres more or less) comprising a portion of the land conveyed to 96 West Land Holdings, LLC and 96 West Land Holdings II, LLC by deeds recorded in Deed Book 2269, Page 264, Deed Book 2269, Page 259, Deed Book 2269, Page 299, Deed Book 2467 Page 47, Deed Book 2269, Page 268, Deed Book 2269, Page 292, Deed Book 2269, Page 275, and Deed Book 2269, Page 299, Registers Office of Williamson County, Tennessee.

Tract 3 (Lot 5025):

A certain tract or parcel of land containing 1,835,861.08 square feet lying and being in the Fifth Civil District, Williamson County, Tennessee, at 96 Highway in Franklin, bounded on the north and west by the southern right-of-way margin of Boyd Mill, on the east by Westhaven Partners, LLC, and on the south by 96 West Land Holdings, LLC and being more particularly described as follows:

COMMENCING AND BEGINNING at an iron pin in the southern right-of-way margin of Boyd Mill Road and the southwest corner of Westhaven Section 20 Lot 5025 of the Golf Course and thence running along the southern right-of-way margin of Boyd Mill Road the following twelve (12) courses and distances; (1) 74.28 feet along a curve to the left of radius 88.54 feet, a chord N 58-53-27 E 72.12 feet; (2) N 37-46-44 E 441.88 feet; (3) 258.34 feet along a curve to the right of radius 1270.63 feet, a chord N 43-36-13 E 257.90 feet; (4) N 49-25-42 E 63.39 feet; (5) 123.37 feet along a curve to the left of radius 1576.00 feet, a chord N 47-11-09 E 123.34 feet; (6) N 44-56-36 E 86.28 feet; (7) 245.88 feet along a curve to the right of radius 275.88 feet, a chord N 70-28-32 E 237.82 feet; (8) S 83-59-31 E 61.28 feet; (9) 276.70 feet along a curve to the right of radius 9229.73 feet, a chord S 83-07-59 E 276.69 feet; (10) S 82-16-27 E 990.12 feet; (11) 283.40 feet along a curve to the right of radius 1089.06 feet, a chord S 74-49-09 E 282.60 feet; (12) S 67-21-51 E 472.84 feet; thence leaving the southern right-of-way margin of Boyd Mill Road along a new line the following thirty six (36) courses and distances; (1) S 58-50-06 W 257.14 feet; (2) N 70-06-26 W 196.86 feet; (3) S 30-42-18 W 100.60 feet; (4) 175.02 feet

along a curve to the left of radius 418.00 feet, a chord N 71-17-24 W 173.74 feet; (5) N 83-17-06 W 269.91 feet; (6) 377.74 feet along a curve to the left of radius 518.00 feet, a chord S 75-49-28 W 369.42 feet; (7) S 54-56-01 W 51.63 feet; (8) 621.26 feet along a curve to the left of radius 618.00 feet, a chord S 26-08-04 W 595.43 feet; (9) S 02-39-53 E 417.33 feet; (10) S 87-20-07 W 187.65 feet; (11) N 20-29-39 W 16.09 feet; (12) N 28-56-25 W 11.63 feet; (13) N 47-44-10 W 14.13 feet; (14) N 55-41-52 W 16.54 feet; (15) N 60-26-47 W 27.47 feet; (16) N 49-27-13 W 13.81 feet; (17) N 37-58-27 W 10.28 feet; (18) N 15-13-41 W 11.71 feet; (19) N 12-23-47 E 11.09 feet; (20) N 26-17-42 E 20.79 feet; (21) N 26-12-20 E 12.55 feet; (22) N 17-08-18 E 10.98 feet; (23) N 02-23-46 W 4.90 feet; (24) N 30-12-02 W 4.35 feet; (25) N 38-48-39 W 4.15 feet; (26) N 12-33-27 W 5.40 feet; (27) N 14-15-42 W 11.47 feet; (28) N 31-10-12 W 13.72 feet; (29) N 39-12-49 W 22.21 feet; (30) N 38-32-02 W 7.17 feet; (31) N 35-48-30 W 14.32 feet; (32) N 39-57-07 W 38.03 feet; (33) N 52-30-31 W 14.11 feet; (34) N 58-23-35 W 779.35 feet; (35) N 82-52-27 W 442.59 feet; (36) N 00-35-19 E 22.56 feet to the southern right-of-way margin of Boyd Mill Road and the POINT OF BEGINNING, containing 1,835,861.08 square feet (42.15 acres more or less) comprising a portion of the land conveyed to 96 West Land Holdings, LLC and 96 West Land Holdings II, LLC by deeds recorded in Deed Book 2269, Page 264, Deed Book 2269, Page 259, Deed Book 2269, Page 299, Deed Book 2467 Page 47, Deed Book 2269, Page 268, Deed Book 2269, Page 292, Deed Book 2269, Page 275, and Deed Book 2269, Page 299, Registers Office of Williamson County, Tennessee.

Being the same property Conveyed to Westhaven Golf Club, LLC, a Tennessee limited liability company, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4664, page 58, Register's Office of Williamson County, Tennessee.

Excluded Parcel Four:**TRACT I:**

Being in the 5th Civil District of said County, bounded in general by Boyd Mill Road on the North, White on the east, south and west, as follows:

BEGINNING at an iron pin in the south margin of Boyd Mill Road, said point being 475 feet in a westerly direction from a concrete monument at the northwest corner of Pearre along the south margin of Tennessee Highway 96 and the Boyd Mill Road; thence with the following new lines: south 4 degrees 30 minutes west 400.0 feet to an iron pin; north 85 degrees 30 minutes west 540 feet to a iron pin and north 4 degrees 30 minutes east 400 feet to the south margin of Boyd Mill Road; thence with said south margin south 85 degrees 30 minutes east 540.0 feet to the point of beginning, containing 5.0 acres, more or less, according to a survey made by C.K. McLemore, dated February 8, 1966 further contained in this conveyance is an easement of record in Deed Book 140, page 165, Register's Office for said County, to the well located on the land therein conveyed from which water is now conveyed to the grantors residence together with the right to maintain a pump in said well and tank and accessories connected therewith and the right to keep and maintain the pipe line as now located from the said well to the residence on the land herein conveyed including the right to go upon the land for the purpose of repairing, maintaining and replacing said pump, tank, accessories and pipe line.

TRACT II:

Beginning at a point located in the center of Old Boyd Mill Pike; said point being North 0 deg. 42' East a distance of 20.00 feet from the northeast corner of the Frederick Myers, Jr., property (Deed Book 1236 page 865) and being the southerly line of the herein described land; thence with a new line as follows: North 0 deg. 42' a distance of 14.90 feet to an iron pin; North 88 deg. 30' West a distance of 17.43 feet to a concrete monument located in the easterly right-of-way of Boyd Mill Pike North 12 deg. 25' East a distance of 78.75 feet to an iron pin located in the southerly right-of-way of Highway 96W; thence with the southerly right-of-way of Highway 96W easterly with a curve concave to the north, having a radius of 7700.00 feet a distance of 550.00 feet (LC - S 79' 39' E, 550.38') to an iron pin located in the center of Old Boyd Mill Pike; thence with the center of Old Boyd Mill Pike North 89 deg. 18' West a distance of 541.15 feet to the point of beginning, containing 0.55 acres more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated December 7, 1994.

TRACT III:

Beginning at a point in the southerly margin of Old Boyd Mill Pike; said point being the northwest corner of the Frederick Myers, Jr. property (Deed Book 1236, Page 865) and

being the southwest corner of the herein described property; thence N 0° 42' E a distance of 20.00 feet to a point located in the center of Old Boyd Mill Pike; said point being a corner of the Frederick Myers, Jr. property (Deed Book 1267, Page 620); thence with the centerline of Old Boyd Mill Pike and Myer's southerly line S 89° 18' E a distance of 541.15 feet to a point; thence S 0° 47' W a distance of 15.50 feet to a point located in the northeast corner of the Myers property (Deed Book 1236 Page 865); thence with the Myers' line N 89° 47' W a distance of 541.15 feet to the point of beginning containing 0.22 acres more or less.

Being the same property Conveyed to Frederick H. Myers, Jr. and wife Melissa Myers, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4711, page 823, Register's Office of Williamson County, Tennessee.

Excluded Parcel Five:

Land in Williamson County, Tennessee, being Lot "A" as shown on the plat of Westhaven, Section 6, of record in Plat Book 37, page 120, as revised in Plat Book 39, page 47, Register's Office for Williamson County, Tennessee, and further described as follows:

Being a tract or parcel of land located in the Fifth Civil District of Williamson County, Tennessee, situated on the lands of Westhaven Partners, LLC and located in the City of Franklin approximately 400 feet south of State Route 96. Bounded on the south and west by the lands of Westhaven Partners, LLC., on the north and east by the lands of Frederick H. Myers, Jr. and being more particularly described as follows:

COMMENCING at an iron pin found, the southeastern-most corner of that certain parcel of land conveyed to Frederick H. Myers, Jr., *et al.*, by deed recorded in Deed Book 1084 Page 705 *et al.*, R.O.W.C., said iron being South 07-21-50 West 399.81 feet from an iron pin found in the southern right-of-way margin of New Hwy 96, also being the northeastern corner of Lot 229, Plat Book 37 Page 120, and running thence from Myers southeast corner and with the southern line of Myers and the northern line of Lot 229 North 83-16-57 W 258.24 feet to a new 5/8" iron rebar set in the southern line of Myers, the POINT OF BEGINNING; thence continuing with the southern line of Myers North 83-16-57 West 281.36 feet to an iron pin found, the southwestern-most corner of Myers; thence, leaving the line of Myers and running a new line across the lands of Westhaven Partners, LLC (Deed Book 2668 Page 35) and Lot 229 242.03 feet along a curve to the left of radius 148.86 feet a chord and distance South 36-42-33 East 210.52 feet to a new 5/8" iron rebar set; thence a new line South 83-16-57 East 136.66 feet to a new 5/8" iron rebar set; thence a new line North 6-42-45 East 152.90 feet to a new 5/8" iron pin in the southern line of Myers, the POINT OF BEGINNING containing 0.88 acres (38,282 sq. ft.)

Being the same property Conveyed to Frederick H. Myers, Jr. and wife Melissa Myers, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4711, page 829, Register's Office of Williamson County, Tennessee.

Excluded Parcel Six:Lot 4201, Westhaven Section 25:

A certain tract or parcel of land containing 29,441.70 square feet lying and being in the Fifth (5th) Civil District, Williamson County, Tennessee, at New Highway 96 West in Franklin, bounded on the north by New Highway 96 West and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING at an iron pin in the eastern right-of-way margin of Westhaven Boulevard and the Southern right-of-way margin of 96 Highway, being the northeast corner of section 1; thence S 55-34-04 E 1345.43 feet to the POINT OF BEGINNING; Thence along a new line the following seven (7) courses and distances; (1) N 53-28-06 E 288.20 feet; (2) S 02-15-13 E 46.61 feet; (3) 23.82 feet along a curve to the right of radius 286.00 feet, a chord of S 00-07-58 W 23.82 feet; (4) S 02-31-09 W 39.25 feet; (5) 36.35 feet along a curve to the left of radius 94.00 feet, a chord of S 08-33-37 E 36.13 feet; (6) S 53-28-06 W 206.06 feet; (7) N 36-31-54 W 120.00 feet to the POINT OF BEGINNING, containing 29,441.70 square feet (0.68 acres more or less). This property is shown on a plat of record in Plat Book P51, page 131, Register's Office of Williamson County, Tennessee.

Lot 4205, Westhaven Section 25:

A certain tract or parcel of land containing 32,314.60 square feet lying and being in the Fifth (5th) Civil District, Williamson County, Tennessee, at New Highway 96 West in Franklin, bounded on the north by New Highway 96 West and on the east by 96 West Land Holdings II, LLC, on the south by 96 West Land Holdings, LLC and on the west by Section 15 and Section 1 and being more particularly described as follows:

COMMENCING at an iron pin in the eastern right-of-way margin of Westhaven Boulevard and the Southern right-of-way margin of 96 Highway, being the northeast corner of section 1; thence S 56-56-01 E 1258.82 feet to the POINT OF BEGINNING; Thence along a new line the following eight (8) courses and distances; (1) N 53-28-06 E 49.33 feet; (2) 168.31 feet along a curve to the left of radius 329.00 feet, a chord of N 38-48-46 E 166.48 feet; (3) 26.73 feet along a curve to the right of radius 20.00 feet, a chord of N 62-26-37 E 24.78 feet; (4) 50.99 feet along a curve to the left of radius of 225.00 feet, a chord of S 85-45-42 E 50.88 feet; (5) N 87-44-47 E 66.87 feet; (6) S 02-15-13 E 71.85 feet; (7) S 53-28-06 W 288.20 feet; (8) N 36-31-54 W 92.00 feet to the POINT OF BEGINNING, containing 32,314.60 square feet (0.74 acres more or less). This property is shown on a plat of record in Plat Book P51, page 131, Register's Office of Williamson County, Tennessee.

Being the same property Conveyed to Westhaven Town Center Fund II, LLC, a Tennessee limited liability company, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, recorded in Book 4809, page 349, Register's Office of Williamson County, Tennessee.

EXCLUDED PARCEL (LOTS):**SECTION 6:**

Land in Williamson County, Tennessee, being Lot No.: A; as shown on the Final Subdivision Plat for Westhaven, Section 6, of record in Plat Book 39, page 47, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 12:

Land in Williamson County, Tennessee, being Lot No(s): 236, 237 and 281; as shown on the Final Subdivision Plat for Westhaven, Section 12, of record in Plat Book 42, page 112, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 14:

Land in Williamson County, Tennessee, being Lot No.: 630; as shown on the Final Subdivision Plat for Westhaven, Section 14, of record in Plat Book 43, page 22, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 15:

Land in Williamson County, Tennessee, being Lot No.: 4010; as shown on the Final Subdivision Plat for Westhaven, Section 15, of record in Plat Book 48, page 120, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 17:

Land in Williamson County, Tennessee, being Lot No(s): 727 and 728; as shown on the Final Subdivision Plat for Westhaven, Section 17, of record in Plat Book 48, page 96, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 18:

Land in Williamson County, Tennessee, being Lot No(s): 784 and 798; as shown on the Final Subdivision Plat for Westhaven, Section 18, of record in Plat Book 47, page 102, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 21:

Land in Williamson County, Tennessee, being Lot No(s): 1126, 1127, 1128, 1129 and 1130; as shown on the Final Subdivision Plat for Westhaven, Section 21, Revision 1, of record in Plat Book P53, page 37, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 21 and SECTION 15, REVISION 2:

Land in Williamson County, Tennessee, being Lot No(s): 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135; as shown on the Final Subdivision Plat for Westhaven, Section 21 and Section 15, (Rev 2) of record in Plat Book 49, page 119, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 21, Revision 2:

Land in Williamson County, Tennessee, being Lot No(s): 1141, 1142, 1143, 1144, 1145, 1146, 1147 and 1148; as shown on the Final Subdivision Plat for Westhaven, Section 21, Revision 2, Resub Lot 1140, of record in Plat Book 54, page 52, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 22:

Land in Williamson County, Tennessee, being Lot No(s): 903, 1118; as shown on the Final Subdivision Plat for Westhaven, Section 22, of record in Plat Book P48, page 79, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 22, Revision 1:

Land in Williamson County, Tennessee, being Lot No(s): 899, 900, 901, 904, 1116; as shown on the Final Subdivision Plat for Westhaven, Section 22, Revision 1 of record in Plat Book P53, page 143, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 23:

Land in Williamson County, Tennessee, being Lot No(s): 728, 922 and 927; as shown on the Final Subdivision Plat for Westhaven, Section 23, of record in Plat Book P48, page 62, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 24:

Land in Williamson County, Tennessee, being Lot No(s): 934, 939, 966, 969, 970, 972, 973, 975, 977, 978, 982, 983 984, and 985; as shown on the Final Subdivision Plat for Westhaven, Section 24, of record in Plat Book P50, page 19, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 26:

Land in Williamson County, Tennessee, being Lot No(s): 1025, 1026, 1027, 1028, 1029, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070 and 1071; as shown on the Final Subdivision Plat for Westhaven, Section 26, of record in Plat Book P52, page 80, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

SECTION 26, Revision 1:

Land in Williamson County, Tennessee, being Lot No(s): 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1270, 1271, 1272, 1273, 1274, 1275 and 1276; as shown on the Final Subdivision Plat for Westhaven, Section 26, Revision 1, Resub of Lot 991, of record in Plat Book P53, page 53, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

SECTION 26, Revision 2:

Land in Williamson County, Tennessee, being Lot No(s): 1002, 1003, 1004, 1005, 1006, 1010, 1013, 1014, 1016, 1017, 1018, 1019, 1020, 1023, 1051 and 1052; as shown on the Final Subdivision Plat for Westhaven, Section 26, Revision 2, Resub of Lot 1002, of record in Plat Book P54, page 39, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

SECTION 27:

Land in Williamson County, Tennessee, being Lot No(s): 1072, 1073, 1074, 1075, 1076, 1077, 1084, 1102, 1108, 1109, 1112, 1114, 1115, 1199, 1200 and 1201; as shown on the Final Subdivision Plat for Westhaven, Section 27, of record in Plat Book P53, page 18, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

SECTION 29:

Land in Williamson County, Tennessee, being Lot No(s): 1202, 1203, 1204, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1246, 1247 and 1248; as shown on the Final Subdivision Plat for Westhaven, Section 29, of record in Plat Book P53, page 52, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

SECTION 32:

Land in Williamson County, Tennessee, being Lot No(s): 4033; as shown on the Final Subdivision Plat for Westhaven, Section 32, of record in Plat Book P54, page 67, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

Section 7, Revision I

LAND in Williamson County, Tennessee, BEING Lot No. 461 and 471 as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 7, Revision I, of record in Plat Book 43, Page 69, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 10

LAND in Williamson County, Tennessee, BEING Lot No. 526, 531, and 532 as shown on the Final Subdivision Plat of Westhaven, Section 10, of record in Plat Book P40, Page 22, as corrected in Book 3515, Page 220, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 10, Revision I

LAND in Williamson County, Tennessee, BEING Lot Nos. 527, 528, 529, and 530 as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 10, Revision I (Reconfiguration of Lots 527-530), of record in Plat Book P47, Page 71, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 11

LAND in Williamson County, Tennessee, BEING Lot Nos. 300, 318, 413, and 418 on the Plan of Westhaven, Section 11, of record in Plat Book P40, Page 21, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 15 (Plat Book 48, page 120)

Land in Williamson County, Tennessee, being Lot No. 4031 as shown on the Final Subdivision Plat for Westhaven, Section 15, of record in Plat Book 48, page 120, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Section 15 (Plat Book 56, page 98)

LAND in Williamson County, Tennessee, BEING Lot Nos. 4034 - 4040 as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 15, Lots 4032, 4034 - 4040, of record in Plat Book 56, Page 98, as corrected in Book 5788, Page 621, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 15 (Plat Book 57, page 26)

LAND in Williamson County, Tennessee, BEING Lot No. 4001 on the Final Subdivision Plat of Westhaven P.U.D Subdivision, Section 15, Lots 4001, 4041 - 4048, of record in Plat Book P57, Page 26, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 15, Revision 2

LAND in Williamson County, Tennessee, BEING Lot Nos. 4005, 4011-4014 and 4025-4030 on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 15, Revision 2, Resub Lot 4000, of record in Plat Book P53, Page 150, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 18:

Land in Williamson County, Tennessee, being Lot Nos. 770, 779, 780, 790, 812, 813, 814 and 818 as shown on the Final Subdivision Plat for Westhaven, Section 18, of record in Plat Book 47, page 102, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Section 21, Revision 2

LAND in Williamson County, Tennessee, BEING Lot Nos. 1140, 1149-1157, and 1205 on the Final Subdivision Plat of Westhaven P.U.D Subdivision, Section 21, Revision 2, Resub Lot 1140, of record in Plat Book P54, Page 52, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 22, Revision 1:

Land in Williamson County, Tennessee, being Lot Nos. 896-898, 902, 1117 and 1119, as shown on the Final Subdivision Plat for Westhaven, Section 22, Revision 1, of record in Plat Book P53, page 143, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description thereof.

Section 22 and Section 19

Land in Williamson, County, Tennessee, being lot 905 and 906 on that certain Plat of Westhaven PUD Subdivision, Section 2 of record in Plat Book 48, page 79, Register's Office for Williamson County as amended by that certain Plat of Westhaven PUD Subdivision, Section 22 Lots 905 and 906, Section 19, Lot 5023, of record at Plat Book 56, page 93, said Register's Office, to which plat reference is made for a more particular description.

Section 25 and Section 15

LAND in Williamson County, Tennessee, BEING Lot 4202 on the Plan of Westhaven, Section 25 and Section 15 (Lot 4001) of record in Plat Book P51, Page 131, in the Register's Office, to which plat reference is hereby made for a more detailed description.

Section 26:

Land in Williamson County, Tennessee, being Lot Nos. 1011, 1012 and 1052 as shown on the Final Subdivision Plat for Westhaven, Section 26, of record in Plat Book P52, page 80, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

Section 26, Revision 2:

Land in Williamson County, Tennessee, being Lot Nos. 1007-109, 115, 1021, 1022, 1024 and 1048-1050 as shown on the Final Subdivision Plat for Westhaven, Section 26, Revision 2, Resub of Lot 1002, of record in Plat Book P54, page 39, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

Section 27:

Land in Williamson County, Tennessee, being Lot Nos. 1078-1081, 1099-1101, 1103, 1104, 1106, 1107, 1110, 1111 and 1113 as shown on the Final Subdivision Plat for Westhaven, Section 27, of record in Plat Book P53, page 18, of the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

Section 28

LAND in Williamson County, Tennessee, BEING Lot Nos. 1158, - 1180 as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 28, of record in Plat Book P54, Page 150, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 34

LAND in Williamson County, Tennessee, BEING Lot Nos. 1305 - 1311, and Lot Nos. 1313 - 1331, as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 34, of record in Plat Book P56, Page 27, as corrected in Book 5676, Page 571, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 35

LAND in Williamson County, Tennessee, BEING Lot Nos. 1339 - 1376, as shown on the Final Subdivision Plat of Westhaven P.U.D Subdivision, Section 35, Lots 1339 - 1376, 5058 and 5059, of record in Plat Book P56, Page 116, as corrected in Book 5786, Page 21, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

Section 36

LAND in Williamson County, Tennessee, BEING Lot Nos. 1386- 1392, as shown on the Final Subdivision Plat of Westhaven PUD Subdivision, Section 36, Lots 1377 - 1424, of record in Plat Book P57, Page 107, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a complete description thereof.

LAND IN WILLIAMSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS

Excluded Parcel Seven:

PARCEL 4006 ON THE PLAN OF WESTHAVEN, SECTION 15, A PLAT OF WHICH IS OF RECORD IN PLAT BOOK P48, PAGE 120, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.64 ACRES, LYING AND BEING IN FIFTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AT WESTHAVEN IN FRANKLIN. BOUNDED ON THE NORTH BY STATE BOULEVARD, THE EAST BY WESTHAVEN BOULEVARD, THE SOUTH AND WEST BY SECTION 15 OF WESTHAVEN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE BOULEVARD AND WESTHAVEN BOULEVARD AND RUNNING THENCE S 36-15-20 E 239.02 FEET TO A POINT IN THE WESTERN RIGHT-OF-WAY MARGIN OF WESTHAVEN BOULEVARD, THE POINT OF BEGINNING AND RUNNING THENCE A NEW LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) S 72-17-57 W 193.20 FEET; (2) N 10-19-04 W 14.50 FEET; (3) S 79-40-56 W 16.24 FEET; (4) N 16-49-38 W 114.74 FEET; (5) 85.15 FEET ALONG A CURVE TO THE LEFT OF RADIUS 334.00 FEET, A CHORD BEARING N 51-32-25-E 84.92 FEET (6) S 44-14-14 W 33.00 FEET; (7) 31.42 FEET ALONG A CURVE TO THE RIGHT OF RADIUS 20.00 FEET A CHORD BEARING S 89-14-14 E 28.28 FEET; (8) S 45-45-46 E 86.28 FEET; (9) 97.57 FEET ALONG A CURVE TO THE RIGHT OF RADIUS 270.00 FEET A CHORD BEARING S 35-24-39 E 97.04 FEET TO THE POINT OF BEGINNING CONTAINING 28,009 SQ. FT. (0.64 ACRES), MORE OR LESS.

PARCEL 4007 ON THE PLAN OF WESTHAVEN, SECTION 15, A PLAT OF WHICH IS OF RECORD IN PLAT BOOK P48, PAGE 120, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.58 ACRES, LYING AND BEING IN FIFTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AT WESTHAVEN IN FRANKLIN. BOUNDED ON THE EAST BY WESTHAVEN BOULEVARD, THE SOUTH, WEST, AND NORTH BY SECTION 15 OF WESTHAVEN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WESTHAVEN BOULEVARD AND FRONT STREET AND RUNNING THENCE N 20-15-49 W 57.92 FEET TO A POINT IN THE WESTERN RIGHT-OF-WAY MARGIN OF WESTHAVEN BOULEVARD, THE POINT OF BEGINNING AND RUNNING THENCE A NEW LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) N 84-41-39 W 48.85 FEET; (2) S 72-17-46 W 31.34 FEET; (3) N 84-41-39 W 45.41 FEET; (4) S 44-47-31 W 12.41 FEET; (5) N 84-41-39 W 83.00 FEET; (6) N 05-18-21 E 18.56 FEET; (7) N 17-42-14 W 58.45 FEET; (8) N 72-17-46 E 235.35 FEET; (9) ALONG A CURVE TO THE RIGHT OF RADIUS 270.00 FEET A CHORD BEARING S 05-51-07 E 104.50 FEET; (10) S 05-18-21 W 40.01 FEET TO THE POINT OF BEGINNING CONTAINING 25,252 SQ. FT. (0.58 ACRES), MORE OR LESS.

PARCEL 4008 ON THE PLAN OF WESTHAVEN, SECTION 15, A PLAT OF WHICH IS OF RECORD IN PLAT BOOK P48, PAGE 120, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.47 ACRES, LYING AND BEING IN FIFTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AT WESTHAVEN IN FRANKLIN. BOUNDED ON THE EAST BY WESTHAVEN BOULEVARD, THE SOUTH, WEST, AND NORTH BY SECTION 15 OF WESTHAVEN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WESTHAVEN BOULEVARD AND FRONT STREET AND RUNNING THENCE N 20-15-49 W 57.92 FEET TO A POINT IN THE WESTERN RIGHT-OF-WAY

MARGIN OF WESTHAVEN BOULEVARD, THE POINT OF BEGINNING AND RUNNING THENCE A NEW LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) S 05-18-21 W 162.25 FEET; (2) N 84-41-39 W 131.00 FEET; (3) N 05-18-21 E 140.42 FEET; (4) N 44-47-31 E 12.41 FEET; (5) S 84-41-39 E 45.41 FEET; (6) N 72-17-46 E 31.34 FEET; (7) S 84-41-39 E 48.85 FEET TO THE POINT OF BEGINNING CONTAINING 20,387 SQ. FT. (0.47 ACRES), MORE OR LESS.

PARCELS 4006, 4007 AND 4008 ALL BEING THE SAME PROPERTY CONVEYED TO WEST HAVEN TOWN CENTER FUND I, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM WESTHAVEN PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN BOOK 4292, PAGE 506, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

EXPRESSLY EXCLUDED FROM TRACT I ARE THE UNITS CONVEYED IN THE FOLLOWING DEEDS OF RECORD IN SAID REGISTER'S OFFICE: UNIT 200 - BOOK 4637, PAGE 43, AS CORRECTED IN BOOK 4916, PAGE 299; AND IN BOOK 4645, PAGE 636; UNIT 210 - BOOK 4763, PAGE 96 AND BOOK 4946, PAGE 681; UNIT 220 - BOOK 4650, PAGE 4, AS CORRECTED IN BOOK 4916, PAGE 305; AND BOOK 4886, PAGE 742, AND BOOK 4916, PAGE 307; UNIT 230 - BOOK 4654, PAGE 597.

Excluded Parcel Eight:

LOT 4201, WESTHAVEN SECTION 25:

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 29,441.70 SQUARE FEET LYING AND BEING IN THE FIFTH (5TH) CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AT NEW HIGHWAY 96 WEST IN FRANKLIN, BOUNDED ON THE NORTH BY NEW HIGHWAY 96 WEST AND ON THE EAST BY 96 WEST LAND HOLDINGS II, LLC, ON THE SOUTH BY 96 WEST LAND HOLDINGS, LLC AND ON THE WEST BY SECTION 15 AND SECTION 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE EASTERN RIGHT-OF-WAY MARGIN OF WESTHAVEN BOULEVARD AND THE SOUTHERN RIGHT-OF-WAY MARGIN OF 96 HIGHWAY, BEING THE NORTHEAST CORNER OF SECTION 1; THENCE S 55-34-04 E 1345.43 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NEW LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) N 53-28-06 E 288.20 FEET; (2) S 02-15-13 E 46.61 FEET; (3) 23.82 FEET ALONG A CURVE TO THE RIGHT OF RADIUS 286.00 FEET, A CHORD OF S 00-07-58 W 23.82 FEET; (4) S 02-31-09 W 39.25 FEET; (5) 36.35 FEET ALONG A CURVE TO THE LEFT OF RADIUS 94.00 FEET, A CHORD OF S 08-33-37 E 36.13 FEET; (6) S 53-28-06 W 206.06 FEET; (7) N 36-31-54 W 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 29,441.70 SQUARE FEET (0.68 ACRES MORE OR LESS). THIS PROPERTY IS SHOWN ON A PLAT OF RECORD IN PLAT BOOK P51, PAGE 131, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

LOT 4205, WESTHAVEN SECTION 25:

A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 32,314.60 SQUARE FEET LYING AND BEING IN THE FIFTH (5TH) CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AT NEW HIGHWAY 96 WEST IN FRANKLIN, BOUNDED ON THE NORTH BY NEW HIGHWAY 96 WEST AND ON THE EAST BY 96 WEST LAND HOLDINGS II, LLC, ON THE SOUTH BY 96 WEST LAND HOLDINGS, LLC AND ON THE WEST BY SECTION 15 AND SECTION 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE EASTERN RIGHT-OF-WAY MARGIN OF WESTHAVEN BOULEVARD AND THE SOUTHERN RIGHT-OF-WAY MARGIN OF 96 HIGHWAY, BEING THE NORTHEAST CORNER OF SECTION 1; THENCE S 56-56-01 E 1258.82 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NEW LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: (1) N 53-28-06 E 49.33 FEET; (2) 168.31 FEET ALONG A CURVE TO THE LEFT OF RADIUS 329.00 FEET, A CHORD OF N 38-48-46 E 166.48 FEET; (3) 26.73 FEET ALONG A CURVE TO THE RIGHT OF RADIUS 20.00 FEET, A CHORD OF N 62-26-37 E 24.78 FEET; (4) 50.99 FEET ALONG A CURVE TO THE LEFT OF RADIUS OF 225.00 FEET, A CHORD OF S 85-45-42 E 50.88 FEET; (5) N 87-44-47 E 66.87 FEET; (6) S 02-15-13 E 71.85 FEET; (7) S 53-28-06 W 288.20 FEET; (8) N 36-31-54 W 92.00 FEET TO THE POINT OF BEGINNING, CONTAINING 32,314.60

SQUARE FEET (0.74 ACRES MORE OR LESS). THIS PROPERTY IS SHOWN ON A PLAT OF RECORD IN PLAT BOOK P51, PAGE 131, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

LOTS 4201 AND 4205 BEING THE SAME PROPERTY CONVEYED TO WESTHAVEN TOWN CENTER FUND II, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY QUITCLAIM DEED FROM WESTHAVEN PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN BOOK 4809, PAGE 349, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

Excluded Parcel Nine:

LOT 4203 ON THE PLAN OF WESTHAVEN, SECTION 15, A PLAT OF WHICH IS OF RECORD IN PLAT BOOK P51, PAGE 131, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE. BEING A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 83,538.89 SQ. FT. OR 1.918 ACRES LYING AND BEING IN THE FIFTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE ADJOINING HIGHWAY 96 WEST IN FRANKLIN, BOUNDED ON ALL FOUR SIDES BY WESTHAVEN PARTNERS, LLC (BOOK 4561, PAGE 300) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN IN THE EASTERN R.O.W. OF FRONT STREET AND THE SOUTH R.O.W. OF HIGHWAY 96 WEST, SAID POINT BEING THE NORTHWEST CORNER OF LOT 4301 OF THE WESTHAVEN TOWN CENTER HARRIS TEETER DEVELOPMENT. RUNNING THENCE, S 43°55'17" E, 487.19' TO THE POINT OF BEGINNING IN THE SOUTH R.O.W. WHITMAN ROAD, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT. THENCE WITH THE SOUTH R.O.W. OF WHITMAN ROAD, N 87°44'47" E, 36.00' TO A POINT, THENCE LEAVING SAID R.O.W. AND WITH A NEW LINE ACROSS THE LAND OF MAP 64, PARCEL 23.07, THE FOLLOWING 11 CALLS: 1) S 02°15'13" E, 27.49' TO A POINT, 2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 97.00, AN ARC LENGTH OF 58.01', A CHORD BEARING OF S 19°23'06" E, 57.15' TO A POINT, 3) S 36°31'00" E, 113.86' TO A POINT, 4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 103.00' AN ARC LENGTH OF 53.93', A CHORD BEARING OF S 21°31'00" E, 53.32' TO A POINT, 5) S 06°31'00" E, 44.69' TO A POINT, 6) S 53°28'06" W, 260.64' TO A POINT, 7) N 36°31'54" W, 230.45' TO A POINT, 8) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00', AN ARC LENGTH OF 46.35', A CHORD BEARING OF N 17°00'23" W, 45.45' TO A POINT, 9) N 02°31'09" E, 11.77' TO A POINT, 10) N 53°28'06" E, 263.72' TO A POINT, 11) N 02°15'13" W, 23.26' TO THE POINT OF BEGINNING CONTAINING 83,538.89 SQ. FT. OR 1.918 ACRES MORE OR LESS BASED ON A FIELD RUN SURVEY BY WILSON AND ASSOCIATES, CONDUCTED NOVEMBER 4, 2008.

LOT 4203 BEING THE SAME PROPERTY CONVEYED TO WESTHAVEN TOWN CENTER-HT, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY QUITCLAIM DEED FROM WESTHAVEN PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN BOOK 4695, PAGE 582, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE; AND BY QUITCLAIM DEEDS OF RECORD IN BOOK 4695, PAGE 586, AND BOOK 4695, PAGE 590, SAID REGISTER'S OFFICE.

BEING a tract of land situated in the Fifth Civil District of Williamson County, Tennessee, being a portion of CLT Map 64, Parcel 28.05 and a portion of Deed Book 3810, Page 719 which is of record in the Register's Office of Williamson County, Tennessee, designated as Tract 76 as shown on the 2009 Right-of-Way plans of S.R. 397 (Mack Hatcher Parkway) From 4743± South of S.R. 96 To 2614± East of S.R. 106 (Hillsboro Road), prepared by Wilbur Smith Associates, 6640 Carothers Parkway, Suite 160, Franklin, Tennessee 37067, which is of record in the City of Franklin Engineering Department and being more particularly described as follows:

BOUNDARY DESCRIPTION

Excluded Parcel Ten

BEGINNING at a proposed right of way monument at the intersection of the west proposed right of way line of S.R. 397 (Mack Hatcher Parkway) and the common line of LCT, LP (D.B. 2049 PG. 464) and being located 65.00 feet left of centerline station 787+55.08; thence with said proposed right of way line and severing the property of the grantors herein the following six calls: North 05 deg. 48 min. 49 sec. East for a distance of 1,604.68 feet to a proposed right of way monument; thence with a curve having a radius of 2,935.00 feet, an arc length of 490.53 feet and a chord bearing of North 01 deg. 01 min. 32 sec. East for a distance of 489.96 feet to a proposed right of way monument; thence with a curve having a radius of 3,065.00 feet, an arc length of 1,258.88 feet and a chord bearing of North 08 deg. 00 min. 15 sec. East for a distance of 1,250.05 feet to a proposed right of way monument; thence North 17 deg. 30 min. 45 sec. East for a distance of 736.04 feet to a proposed right of way monument; thence with a curve having a radius of 2,906.00 feet, an arc length of 262.69 feet and a chord bearing of North 17 deg. 10 min. 51 sec. East for a distance of 262.60 feet to a proposed right of way monument; thence North 41 deg. 00 min. 20 sec. West for a distance of 315.06 feet to a proposed right of way monument at the intersection with the south existing right of way line of S.R. 96; thence with said existing right of way line the following two calls: North 01 deg. 49 min. 36 sec. East for a distance of 79.30 feet to a point; thence South 87 deg. 46 min. 12 sec. East for a distance of 291.90 feet to a point of intersection with the common line of JJB Partners, Worthington Partners, Elizabeth B. Jewell and Fielding Dickey Jewell (D.B. 469 pg. 975, D.B. 1681 PGS. 109, 112, 115, 118, 121 and 124) and the grantors herein; thence with the common property line of JJB Partners, Worthington Partners, Elizabeth B. Jewell and Fielding Dickey Jewell the following five calls: South 12 deg. 46 min. 41 sec. West for a distance of 1,999.93 feet to a point; thence with a curve having a radius of 1,580.00 feet, an arc length of 331.30 feet and a chord bearing of South 06 deg. 46 min. 16 sec. West for a distance of 330.69 feet to a point; thence South 00 deg. 45 min. 52 sec. West for a distance of 1,324.53 feet to a point; thence with a curve having a radius of 2,080.00 feet, an arc length of 156.15 feet and a chord bearing of South 02 deg. 54 min. 53 sec. West for a distance of 156.12 feet to a point; thence South 05 deg. 03 min. 56 sec. West for a distance of 847.62 feet to a point of intersection with the common line of the aforementioned LCT, LP; thence with the common line of LCT, LP North 82 deg. 07 min. 16 sec. West for a distance of 151.59 feet to the Point of BEGINNING.

Containing 11.146 acres, more or less.

Excluded Parcel Eleven:

BEGINNING at a proposed right of way monument in the south existing right of way line of S.R. 96 and being located 58.86 feet right of centerline station 23+40.00; thence with said south existing right of way line of S.R. 96 the following two calls: South 87 deg. 51 min. 08 sec. East for a distance of 76.55 feet to a point; thence South 87 deg. 51 min. 08 sec. East for a distance of 75.00 feet to a proposed right of way monument at the point of intersection with the south proposed right of way line of S.R. 96; thence with said proposed right of way line of S.R. 96 and severing the property of the grantors herein the following four calls: South 02 deg. 08 min. 52 sec. West for a distance of 82.00 feet to a proposed right of way monument; thence North 87 deg. 51 min. 08 sec. West for a distance of 75.00 feet to a proposed right of way monument; thence North 87 deg. 12 min. 34 sec. West for a distance of 76.54 feet to a proposed right of way monument; thence North 02 deg. 08 min. 00 sec. East for a distance of 81.14 feet to the Point of BEGINNING.

Containing 0.285 acres, more or less.

Excluded Lots Section 15:

LAND in Williamson County, Tennessee, being Lot Nos. 4041-4045 and Lot Nos. 4047 and 4048, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 15, as shown on plat of record in Plat Book P57, page 26, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 18:

LAND in Williamson County, Tennessee, being Lot Nos. 819 and 820, on the Plan of Final Subdivision Plat of Westhaven, Section 18, as shown on plat of record in Plat Book P47, page 102, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 25:

LAND in Williamson County, Tennessee, being Lot No. 4206, on the Plan of Westhaven P.U.D. Subdivision, Section 25, as shown on plat of record in Plat Book P58, page 32, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 27:

LAND in Williamson County, Tennessee, being Lot Nos. 1082, 1083 and 1105, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 27, as shown on plat of record in Plat Book P53, page 18, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 27 – Revision 1:

LAND in Williamson County, Tennessee, being Lot Nos. 1086-1092 and Lot Nos. 1094-1098, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 27-Revision 1, Resubdivision of Lot 1085, as shown on plat of record in Plat Book P59, page 117, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 34:

LAND in Williamson County, Tennessee, being Lot No. 1312, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 34, as shown on plat of record in Plat Book P56, page 27, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 36:

LAND in Williamson County, Tennessee, being Lot Nos. 1377-1385; Lot Nos. 1393-1399; Lot No. 1401; Lot Nos. 1404-1413; and Lot Nos. 1415-1424, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 36, as shown on plat of record in Plat Book P57, page 107, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 37:

LAND in Williamson County, Tennessee, being Lot Nos. 1425-1447, on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 37, as shown on plat of record in Plat Book P58, page 61, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Lots Section 38:

LAND in Williamson County, Tennessee, being Lot No. 1448-1477; and Lot Nos. **1479-1488** on the Plan of Final Subdivision Plat of Westhaven P.U.D. Subdivision, Section 38, as shown on plat of record in Plat Book P58, page 95, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more particular description.

Excluded Tracts:

Any of the foregoing described tracts not included within the land shown on Survey of Joey C. Wilson, II of Wilson & Associates, P.C., dated 09/05/2014, project No. 92314.

Excluded Lots Section 30:

Land in Williamson County, Tennessee, being Lots 1489-1490, Westhaven, Section 30 (unrecorded), described as follows:

Westhaven Section 39 (unrecorded)
Lot No. 1489

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Howland Street (46' Right of Way), on the east by Keats Street (36' Right of Way), on the south by Lot No. 1490, and on the west by public Alley 1 (22' Right of Way); said parcel being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way margin of Howland Street, said point being South 53° 28' 06" West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street, and being the northeasterly corner of said herein-described parcel;

THENCE, leaving Howland Street with said radius return of the westerly right of way of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90° 00' 00", and a chord bearing South 81° 31' 54" East, for a distance of 28.28 feet to an iron pin (new);

THENCE, South 36° 31' 54" East, for a distance of 126.00 feet to an iron pin (new) at the northeast corner of Lot 1490;

THENCE, leaving Keats Street with the northerly line of Lot 1490, South $53^{\circ} 28' 06''$ West, a distance of 199.00 feet to an iron pin (new) in the easterly Right of Way of Alley 1 (22' Right of Way), said pin being the northwesterly corner of Lot 1490 and the southwesterly corner of said herein-described parcel;

THENCE, with said Alley, North $36^{\circ} 31' 54''$ West, 136.00 feet to an iron pin (new);

THENCE, leaving said Alley with the radius return of Howland Street, along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of $90^{\circ} 00' 02''$, and a chord bearing North $08^{\circ} 28' 05''$ East, for a distance of 14.14 feet to the POINT OF BEGINNING, and CONTAINING 28,946.70 square feet or 0.66 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Being a portion of the same property conveyed to 96 West Land Holdings II, LLC, a Tennessee limited liability company, by deed from JJB Partners, L.P., a Tennessee limited partnership, Worthington Partners, L.P., a Tennessee limited partnership, F. Dickey Jewell and Elizabeth J. Adgent, dated January 23, 2006, as of record in Book 3810, page 719, Register's Office for Williamson County, Tennessee. AND Being a portion of the same property conveyed to 96 West Land Holdings, LLC, a Tennessee limited liability company, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, dated December 20, 2002, as of record in Book 2668, page 41, Register's Office for Williamson County, Tennessee.

AND

Being a portion of the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, and 96 West Land Holdings, LLC, a Tennessee limited liability company, as of record in Book 6114, page 69-71, Register's Office for Williamson County, Tennessee.

Westhaven, Section 39 (unrecorded)
Lot No. 1490

BEING a certain parcel or tract of land lying in the 5th Civil District of Williamson County, Tennessee and being bounded on the north by Lot 1489, on the east by Keats Street (36' Right of way), on the south by Porter Street (36' Right of way), and on the west by public Alley 1 (22' Right of way); said parcel being more particularly described as follows:

COMMENCING at a point in the southerly right-of-way margin of Howland Street, said point being South $53^{\circ} 28' 06''$ West, and a distance of 56.00 feet from the intersection of the Easterly right-of-way margin of Keats Street with the southerly right-of-way margin of Howland Street;

THENCE, leaving Howland Street Right of way with the radius return of Keats Street, along a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of $90^{\circ} 00' 00''$, and a chord bearing South $81^{\circ} 31' 54''$ East, for a distance of 28.28 feet to an iron pin (new), said pin being the southeast corner of Lot 1489, the northeast corner of Lot 1490, and the true POINT OF BEGINNING for this description;

THENCE, continuing with Keats Street for the following three calls:

South $36^{\circ} 31' 55''$ East, for a distance 15.05 feet to an iron pin (new);

THENCE, with a curve to the left, said curve having a radius of 156.41 feet, an arc length of 73.08 feet, a delta angle of $26^{\circ} 46' 17''$, and a chord bearing South $49^{\circ} 59' 08''$ East, for a distance of 72.42 feet to an iron pin (new);

South $63^{\circ} 22' 17''$ East, for a distance of 23.29' to an iron pin at the radius return of Keats Street into Porter Street;

THENCE, with said radius return and a curve to the right, said curve having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of $90^{\circ} 00' 00''$, and a chord bearing South $18^{\circ} 22' 17''$ East, for a distance of 28.28 feet to an iron pin in the northerly Right of way margin of Porter Street (36' Right of way);

THENCE, with said north Right of way of Porter Street, and a curve to the right, said curve having a radius of 137.18 feet, an arc length of 58.80 feet, a delta angle of $24^{\circ} 33' 33''$, and a chord bearing South $40^{\circ} 44' 00''$ West, for a distance of 58.35 feet to an iron pin (new);

THENCE, continuing with said north Right of way of Porter Street, South $53^{\circ} 28' 06''$ West, for a distance of 148.63 feet to an iron pin at the radius return of Porter with the east Right of way margin of Alley 1 (22' Right of way);

THENCE, with said radius return into Alley 1 along a curve to the right, said curve having a radius of 10.00 feet, an arc length of 15.71 feet, a delta angle of $90^{\circ} 00' 00''$, and a chord bearing North $81^{\circ} 31' 54''$ West, for a distance of 14.14 feet;

THENCE, along said easterly right of way of Alley 1, North $36^{\circ} 31' 54''$ West, for a distance of 136.02 feet to an iron pin (new), said iron pin being the southwest corner of Lot 1489 and the northwest corner of said herein-described tract;

THENCE, leaving Alley 1 with the south line of Lot 1489, North $53^{\circ} 28' 06''$ East, for a distance of 199.00 feet to the POINT OF BEGINNING, and CONTAINING 30,604.54 square feet, more or less or 0.70 Acres, more or less.

This description was prepared from a survey by Joey C. Wilson, II, TN RLS #2089 on October 21, 2013.

Being a portion of the same property conveyed to 96 West Land Holdings II, LLC, a Tennessee limited liability company, by deed from JJB Partners, L.P., a Tennessee limited partnership, Worthington Partners, L.P., a Tennessee limited partnership, F. Dickey Jewell and Elizabeth J. Adgent, dated January 23, 2006, as of record in Book 3810, page 719, Register's Office for Williamson County, Tennessee. AND Being a portion of the same property conveyed to 96 West Land Holdings, LLC, a Tennessee limited liability company, by deed from Westhaven Partners, LLC, a Tennessee limited liability company, dated December 20, 2002, as of record in Book 2668, page 41, Register's Office for Williamson County, Tennessee.

AND

Being a portion of the same property conveyed to Westhaven Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from 96 West Land Holdings II, LLC, a Tennessee limited liability company, and 96 West Land Holdings, LLC, a Tennessee limited liability company, as of record in Book 6114, page 69-71, Register's Office for Williamson County, Tennessee.

Westhaven Parkland Fees to be Paid	\$2,974,064
75% Reimbursement	\$2,230,548
25% to remain in Quad 4 (non-reimbursable)	\$743,516

Public Estimates	
Public Areas Reimbursement (75% of Total Parkland Fee)	
Land (level of service limit of 11.04 acres)	\$685,597
Hwy 96 Parks (\$.75/SF)	\$262,842
Independent Living Parks (\$5-\$7.5/SF + \$50,000 upgrades)	\$359,650
East Park (\$7.5/SF + \$10,000 upgrades)	\$57,423
North Park #1 (\$7.5/SF + \$15,000 upgrades)	\$88,050
North Park #2 (\$1/SF)	\$69,266
West Park (\$7.5/SF)	\$277,665
South Park #1 (\$1/SF)	\$192,317
South Park #2 (\$5/SF)	\$247,185
Playfields (\$5/SF)	\$1,742,400
Multi-use Trails (\$80/LF)	\$229,600
Nature Trail (\$10/LF)	\$10,900
subtotal	\$4,222,895
Design Fee - 12%	\$424,476
Contingency/CM Fee - 10%	\$353,730
Total Public Areas Available for Reimbursement	\$5,001,101
Total Public/Private Reimbursement Total	\$7,181,851
Available Reimbursement Total	\$2,230,548

Improvements Targeted for Reimbursable Funds	
Land (level of service limit of 11.04 acres)	\$685,597
Hwy 96 Parks (\$.75/SF)	\$262,842
East Park (\$7.5/SF + \$10,000 upgrades)	\$57,423
South Park #1 (\$1/SF)	\$192,317
South Park #2 (\$5/SF)	\$247,185
Multi-use Trails (\$80/LF)	\$229,600
Blakeford Amenity (Pool/Bath House/Landscape/Hardscape) (50% limit)	\$175,000
West Amenity (increase in size to accommodate increase # of homes) (50% limit)	\$250,000
Design Fee 12% (excluding land)	\$169,724
Contingency/CM Fee 10% (excluding land)	\$141,437
Total Improvements Targeted for Reimbursable Funds	\$2,411,125

Public Estimates	
Private Amenity Area Reimbursement (50% of Total Parkland Fee)	
Active Adult Amenity (2,000 SF Facility + Hardscape) (estimates \$200/SF + \$100,000 upgrades)	\$500,000
Independent Living Plaza (\$100/SF + \$25,000 upgrades)	\$75,000
Blakeford Amenity (Pool/Bath House/Landscape/Hardscape) (estimated \$200/SF + \$200,000 upgrades)	\$350,000
Pickleball Courts	\$150,000
Independent Living Facility Internal Amenities (includes commercial kitchen w/ dining room, movie theater, fitness center/movement studio, dog park, craft room, library, salon, game room, convenience store, computer room, meeting room, etc.. 10,000 SF @ @ \$200/SF)	\$2,000,000
West Amenity (increase in size to accommodate increase # of homes)	\$500,000
subtotal	\$3,575,000
Design Fee - 12%	\$429,000
Contingency/CM Fee - 10%	\$357,500
subtotal	\$4,361,500
50% Cost Limitation for Private Amenities	\$2,180,750
Total Private Areas Available for Reimbursement	\$2,180,750

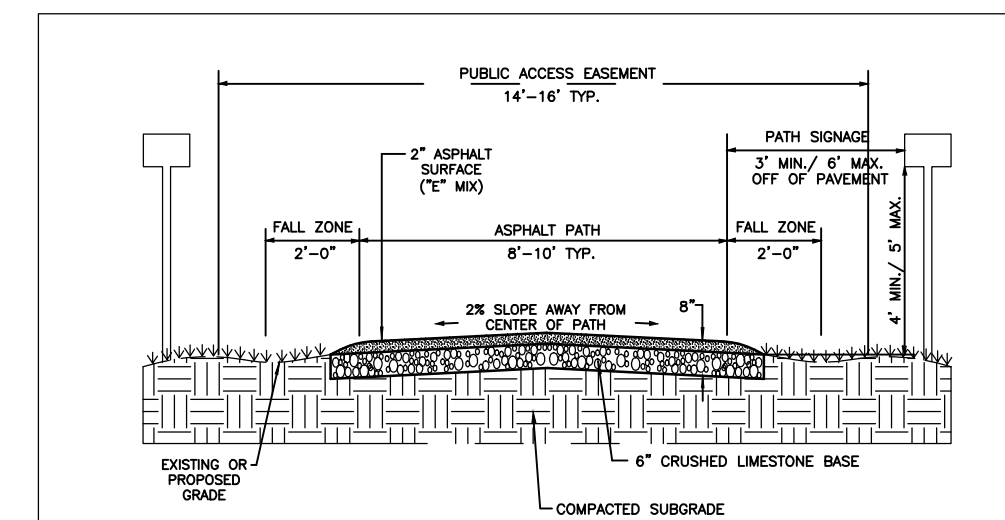
OPEN SPACE: REVISION 4

FORMAL:	+28.44 ACRES	3.70%
(normally landscaped and regularly maintained)		
INFORMAL:	+712.23 ACRES	92.60%
(+/- acre, informally landscaped and minimal or no maintenance)		
GENERAL:	+14.99 ACRES	1.95%
(+/- acre, informally landscaped and minimal or no maintenance)		
PUBLIC PARK:	+13.46 ACRES	1.75%
(To be programmed by City of Franklin)		
TOTAL OPEN SPACE:	+769.12 ACRES	

LEGEND

FORMAL OPEN SPACE		BICYCLE /PEDESTRIAN PATH *	
INFORMAL OPEN SPACE		PEDESTRIAN CORRIDORS	
GENERAL OPEN SPACE		NATURE TRAILS	
PUBLIC PARK (REMOVED IN REV. 5)		NATURE TRAIL HEADS	
RIPARIAN BUFFER PER TDEC/COF STANDARDS 30' ZONE 1		TRAIL STOPS/OVERLOOKS	
RIPARIAN BUFFER PER TDEC/COF STANDARDS 30' ZONE 2			

WESTHAVEN OPEN SPACE DATA													
*WESTHAVEN MINIMUM COMMON OPEN SPACE: 270.666 ACRES (10% INFORMAL, 5% FORMAL, 5% OTHER)													
DEVELOPMENT	APPROVAL DATE	ACRES PER SECTION	ACRES CUMULATIVE	MIN. REQUIRED OPEN SPACE PER SECTION @ (20%)	MIN. REQUIRED OPEN SPACE CUMULATIVE @ (20%)	PROPOSED OPEN SPACE PER SECTION	PROPOSED OPEN SPACE CUMULATIVE	OPEN SPACE PERCENTAGE CUMULATIVE	REMAINING OPEN SPACE ACRES	MIN. REQUIRED OPEN SPACE ACRES FORMAL 5%	PROPOSED OPEN SPACE ACRES FORMAL	MIN. REQUIRED OPEN SPACE ACRES INFORMAL 10%	PROPOSED OPEN SPACE ACRES INFORMAL
HETS Site Reduction													
CONCEPT PLAN (Rev. 3)	9/25/2017		1,348.310		269.662				269.662	13.483		26.966	
SECTION 1	4/18/2002	18.914	1,367.224	3.783	3.783	1.210	1.210	0.440%	268.452	0.946	1.210	1.891	0.000
SECTION 2	6/22/2002	16.079	1,383.303	3.216	7.119	0.815	2.025	0.751%	267.637	0.834	0.486	1.668	0.329
SEC.3 (REV. 1)	2/20/2003	8.225	1,391.528	1.645	8.764	2.733	4.758	1.784%	264.904	0.411	1.787	0.823	0.948
SEC.4 (REV. 1)	7/17/2003	17.047	1,408.575	3.409	12.173	0.524	5.282	1.772%	264.380	0.852	0.500	1.705	0.000
SEC.5 (REV. 1)	3/14/2003	6.535	1,415.110	1.307	13.480	2.300	7.132	2.845%	262.080	0.327	2.300	0.954	0.000
SECTION 6	4/17/2003	15.211	1,430.321	3.042	16.522	0.708	7.840	2.907%	261.372	0.761	0.000	1.521	0.638
SECTION 7	10/16/2003	17.883	1,448.204	3.577	20.099	0.000	7.840	2.907%	261.372	0.894	0.000	1.788	0.000
SECTION 8	1/20/2004	8.163	1,456.367	1.633	21.731	6.654	14.494	5.37%	255.188	0.408	6.654	0.818	0.000
SECTION 9	1/15/2004	4.661	1,461.028	0.930	22.662	0.000	14.494	5.37%	255.188	0.233	0.000	0.465	0.000
SECTION 10	4/19/2004	8.532	1,469.560	1.706	24.368	0.000	14.494	5.37%	255.188	0.427	0.000	0.853	0.000
SECTION 11	4/15/2004	23.328	1,492.888	4.666	29.034	1.179	15.673	5.81%	254.009	1.168	1.179	2.333	0.000
SECTION 12	4/15/2004	30.141	1,523.029	6.028	35.062	11.450	27.123	10.06%	242.559	1.507	0.000	3.014	0.751
SECTION 13	1/18/2004	16.852	1,539.881	3.380	38.442	11.450	38.573	14.30%	231.109	0.848	0.855	1.895	0.000
SECTION 14	1/18/2004	16.704	1,556.585	3.340	41.793	4.519	43.092	16.13%	226.590	0.850	0.861	1.670	0.329
SECTION 15	3/24/2005	14.247	1,570.832	2.849	44.642	0.000	43.092	16.13%	226.590	0.712	0.000	1.425	0.000
SECTION 16	6/26/2005	7.850	1,578.682	1.571	46.213	0.000	43.092	16.13%	226.590	0.390	0.000	0.780	0.000
SEC.17 (REV.2)	6/28/2005	10.228	1,588.910	2.045	48.258	2.008	45.000	16.87%	224.162	0.511	1.000	1.003	1.932
SECTION 18	1/26/2006	49.684	1,638.594	9.937	58.195	27.780	72.780	27.17%	196.382	2.484	0.000	4.968	27.780
SECTION 19	2/23/2006	7.888	1,646.482	1.578	59.762	1.932	75.212	27.89%	194.450	0.394	0.000	0.789	1.932
SEC.20-LOTS 5024-5025													
SECTION 20	3/23/2006	180.400	1,826.882	479.212	36.080	95.842	180.400	255.612	94.79%	14.050	0.000	0.000	18.400
SEC.20 LOT 508 (removed from plan 07-13-15)													
SECTION 21	4/24/2008	12.600	1,839.482	461.812	2,520	98.362	0.000	256.512	95.12%	13.150	0.630	0.340	1,260
SEC.21 - LOT 1140													
SECTION 21 (REV.1)	5/22/2008	3.864	1,843.346	0.773	2,520.995	0.045	256.557	95.14%	13.105	0.183	0.000	0.366	0.000
SECTION 22	6/22/2008	9.140	1,852.486	1.828	2,522.823	1.094	257.651	95.50%	12.011	0.457	0.000	0.914	1.094
SECTION 23	6/26/2008	4.607	1,857.093	0.923	2,523.746	0.073	257.724	95.76%	10.938	0.230	0.000	0.461	0.000
SECTION 24	10/26/2006	18.437	1,875.530	3.687	2,527.433	3.533	261.257	97.07%	7.805	0.922	0.620	1.844	2.913
SECTION 25	10/26/2006	36.580	1,912.110	7.316	2,534.749	0.000	261.257	97.07%	7.805	1.834	0.000	3.688	0.000
SEC.25-LOT 4034	5/22/2008	1.711	1,913.821	0.000	2,536.460	0.000	261.257	97.07%	7.805	1.834	0.000	3.688	0.000
SEC.26 (REV. 1)	5/19/2010	22.460	1,936.281	4.492	2,540.952	3.387	264.650	98.96%	2.807	1.123	0.000	2.246	3.322
SECTION 27	6/26/2008	53.969	1,990.250	10.794	2,551.746	35.568	302.421	112.15%	-32.789	2.699	0.000	5.399	35.150
SECTION 28	6/23/2011	3.850	1,994.100	0.770	2,552.516	7.404	309.825	114.89%	-46.163	0.198	0.000	0.385	0.000
SEC.28 (REV. 1)	4/14/2010	11.448	2,005.548	2.289	2,554.805	3.139	310.609	115.18%	-40.947	0.597	0.784	1.195	0.000
SECTION 29	9/25/2008	17.475	2,023.023	3.495	2,558.300	11.656	322.265	119.51%	-52.603	0.874	0.000	1.748	11.547
SECTION 32	6/28/2011	2.426	2,025.449	0.485	2,558.785	0.000	322.265	119.51%	-52.603	0.145	0.000	0.229	0.000
SECTION 33	8/25/2011	0	2,025.449	0	2,558.785	0	322.265	119.51%	-52.603	0	0.000	0	0.000
SECTION 33 (REV.1)	12/15/2014	0	2,025.449	0	2,558.785	0	322.265	119.51%	-52.603	0	0.000	0	0.000
SECTION 34	1/17/2017	2.7	2,028.149	0.540	2,559.325	1.07	323.335	119.90%	-53.673	0.39	0.000	0.78	1.07
SECTION 35	4/26/2012	6.65	2,034.800	1.33	2,560.655	0.16	323.495	119.96%	-53.833	0.3325	0.000	0.665	0.16
SEC.35 - LOT 4032 (REMOVED)	5/24/2012	0	2,034.800	0	2,560.655	0.02	323.515	119.97%	-53.853	0	0.000	0	0.02
SEC.36 - LOTS 4001-4041													
SECTION 36	10/25/2012	0	2,034.800	0	2,560.655	0.04	323.555	119.99%	-53.893	0	0.040	0	0.04
SECTION 36	9/27/2012	8.94	2,043.740	1.692	2,562.347	0	323.555	119.99%	-53.893	0.447	0	0.894	0
SECTION 37	10/25/2012	4.77	2,048.510	0.842	2,563.189	0.33	323.885	120.11%	-54.223	0.2385	0	0.477	0
SECTION 38	10/25/2012	7.16	2,055.670	1.402	2,564.591	0	323.885	120.11%	-54.223	0.368	0	0.716	0
SECTION 37 Rev. 2	6/27/2013	0	2,055.670	0	2,564.591	0	323.885	120.11%	-54.223	0	0	0	0
SECTION 37 Lot 1447	12/22/2013	0.6	2,056.270	0	2,565.191	0	324.616	120.38%	-54.954	0.03	0	0.06	0
SECTION 40	10/24/2013	15.72	2,072.000	3.144	2,568.335	7.75	332.858	123.43%	-63.194	0.565	0.51	1.872	7.24
SECTION 41	10/24/2013	9.88	2,081.880	1.976	2,570.311	0	325.106	120.56%	-55.444	0.404	0	0.988	0
SEC.39 - LOTS 1489-1490													
SECTION 39	7/7/2014	1.36	2,083.240	0.272	2,570.583	0	325.106	120.56%	-55.444	0.068	0	0.136	0
SECTION 42	8/24/2014	0.07	2,083.310	0.01392	2,570.600	0.398	325.504	120.71%	-55.842	0.00348	0	0.00696	0.398
SECTION 43	1/22/2014	15.28	2,098.590	3.056	2,573.656	2.85	328.354	121.77%	-58.692	0.764	0	1.528	0
SECTION 43	1/22/2015	10.83	2,109.420	2.177	2,575.833	0.91	329.264	121.95%	-59.202	0.2445	0	1.083	0.91
SECTION 44	0.00	2,109.420	0	2,575.833	0	329.264	121.95%	-59.202	0	0	0	0	0
SECTION 25, LOT 4021													
SECTION 44	6.84	2,116.260	0.128	2,585.961	0	329.264	121.95%	-59.202	0.032	0	0.064	0	0
SECTION 20, LOTS 5018, 1155 & 5024													
SECTION 44 Rev. 1	7/28/2016	4.78	2,121.040	0.955	2,586.916	4.42	333.284	123.59%	-63.622	0.239	2.06	0.478	2.38
SECTION 45	8/24/2016	18.61	2,139.650	3.722	2,590.638	5.69	338.974	125.70%	-69.312	0.9305	0.83	1.861	4.96
SECTION 46	4/9/2016	9.95	2,149.600	1.99	2,592.628	0	338.974	125.70%	-69.312	0.4975	0	0.995	0
SECTION 46	2/28/2016	5.68	2,155.280	1.136	2,593.764	0	338.974	125.70%	-69.312	0.294	0	0.588	0
SECTION 47	8/22/2016	5.89	2,161.170	1.178	2,594.942	0	338.974	125.70%	-69.312	0.2945	0	0.589	0
SECTION 48	9/22/2016	5.15	2,166.320	1.03	2,595.972	0	338.974	125.70%	-69.312	0.2575	0	0.515	0
SECTION 49	10/17	827.860	2.54	167.600	2.15	331.014	122.75%	-67.72	0.5385	0	1.077	2.15	
SECTION 50	11/7/2018	11.96	2,178.280	2.392	2,598.364	0.28	330.144	122.06%	-68.052	0.556	0	1.196	0.28
SECTION 51	11/2/2017	7.79	2,186.070	1.558	2,600.922	0	333.284	123.59%	-68.052	0.3885	0	0.779	0
SECTION 52	2/8/2019	13.06	2,199.130	2.612	2,603.534	0	338.974	125.70%	-68.052	0.653	0.93	1.306	0
SECTION 53	8/3/2018	6.89	2,206.020	1.378	2,604.912	0	338.974	125.70%	-68.052	0.3445	0	0.689	0
SECTION 54	11/8/2018	8.71	2,214.730	1.742	2,606.654	0	338.974	125.70%	-68.052	0.4255	0	0.871	0
SECTION 55	8/13/2018	3.04	2,217.770	0.608	2,607.262	0	338.974	125.70%	-68.052	0.152	0	0.304	0
CONCEPT PLAN (REV. 5)			-16.200	-3.74	174.280		338.974	125.70%	-68.052	0.152	0	0.304	0



ASPHALT BICYCLE/PEDESTRIAN PATH SECTION

*BIKE PATH IS GENERALLY 10' IN WIDTH. AREAS OF THE PATH ARE REDUCED TO 8' IN WIDTH DUE TO NATURAL CONSTRAINTS. WIDTH AND LOCATION ARE CONCEPTUAL IN NATURE AND WILL



File #: 20-01186

DATE: September 23, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Presentation And Discussion Concerning Traffic Impacts Associated With The Proposed Berry Farms Chadwell Development.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning traffic impacts associated with the proposed Berry Farms Chadwell Development.

BACKGROUND/STAFF COMMENTS:

Historically, the minimum level of service standards have been outlined in the City of Franklin Technical Street Standards. These regulations state the following:

Minimum Level of Service Standards

The following minimum levels of service shall be maintained before, during, and after new development or redevelopment in accordance with the following:

(i) Roadway and Intersection Operation

All intersections involving at least one arterial roadway (as shown in the City of Franklin Major Thoroughfare Plan) shall maintain a minimum Level of Service D based upon the standard ITE average peak hour. All other intersections shall be required to maintain a minimum Level of Service C based upon the standard ITE average peak hour.

(ii) Intersection Turning Movements

Lanes used for turning movements within intersections shall maintain a minimum Level of Service D. Where forecasted conditions without the site traffic indicate levels of service below the acceptable minimum threshold, the developer shall perform all improvements necessary to restore the pre-development level of operation.

(iii) Substandard Levels of Service

Should these levels of service not be achievable, even with additional improvements, the Franklin Municipal Planning Commission and the Board of Mayor and Alderman shall be presented the attainable levels of service. Any development will be subject to approval or disapproval by the Board of Mayor and Alderman based on substandard levels of service.

If this development is approved, the following signalized intersections will exceed the Board of Mayor

and Aldermen's "(i) Roadway and Intersection Operation" criteria:

- 1) Goose Creek Bypass/Peytonsville Road at Long Lane
- 2) Goose Creek Bypass at I-65 Northbound Ramps
- 3) Goose Creek Bypass at I-65 Southbound Ramps
- 4) Goose Creek Bypass at Berry Farms Crossing/Chadwell Site Access
- 5) Goose Creek Bypass at Village Plains Boulevard
- 6) Goose Creek Bypass at Captain Freeman Parkway
- 7) Goose Creek Bypass at Lewisburg Pike
- 8) Goose Creek Bypass at Stream Valley Boulevard

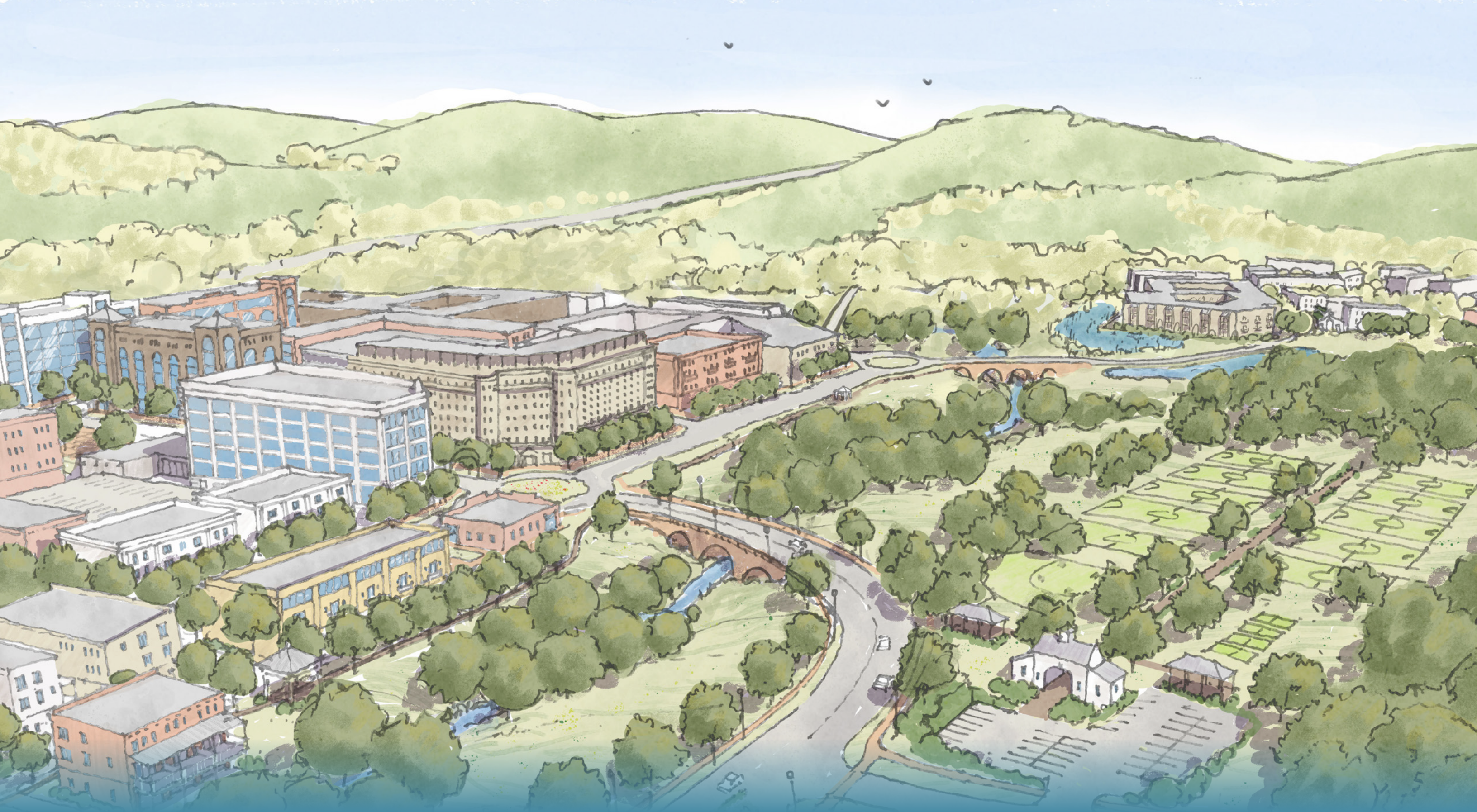
Staff has been working with the Chadwell Development Team since late 2019, and we are consistently projecting failure at multiple intersections. To move forward with their development, the Chadwell Development Team is presenting to the Board their proposed improvements and the projected attainable levels of services at the studied intersections. It should be noted that even with the proposed improvements, some intersections will not be able to meet the Board of Mayor and Aldermen's criteria as defined in the City of Franklin Street Standards.

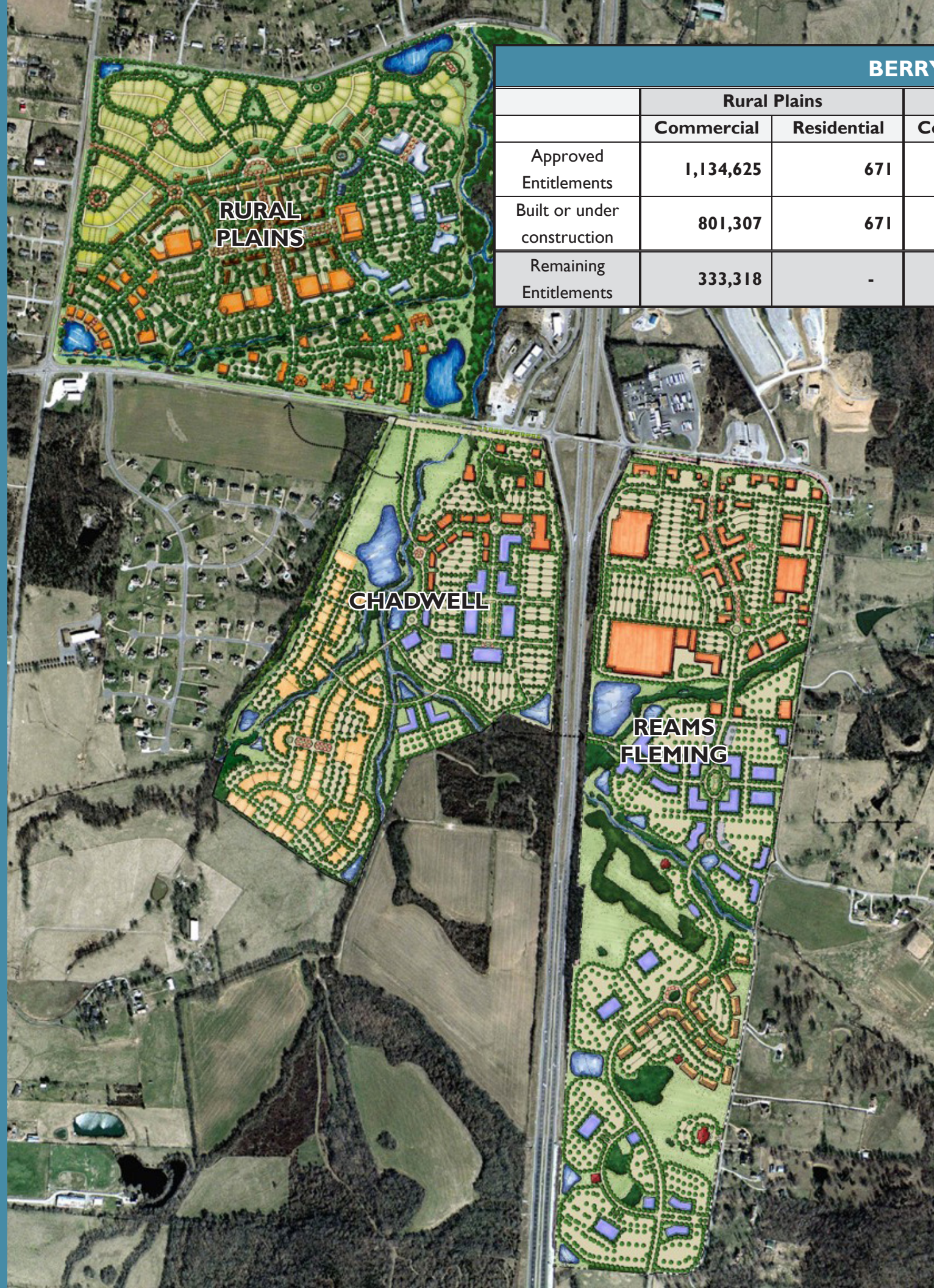
FINANCIAL IMPACT:

No financial impact at this time. Staff is seeking direction from the Board of Mayor and Aldermen.

RECOMMENDATION:

No recommendation at this time. Staff and the Chadwell Development team are seeking direction from the Board of Mayor and Aldermen on how to proceed.





BERRY FARMS CURRENTLY APPROVED								
	Rural Plains		Chadwell		Reams Fleming		Total	
	Commercial	Residential	Commercial	Residential	Commercial	Residential	Commercial	Residential
Approved Entitlements	1,134,625	671	1,563,000	100	2,212,700	400	4,910,325	1,171
Built or under construction	801,307	671	-	-	733,619		1,534,926	671
Remaining Entitlements	333,318	-	1,563,000	100	1,479,081	400	3,375,399	500

- BERRY FARMS**
RURAL PLAINS (PARTIALLY CONSTRUCTED)
- CHADWELL (CURRENTLY VACANT)**
- REAMS FLEMING (PARTIALLY CONSTRUCTED)**



BERRY FARMS CHADWELL





BERRY FARMS CHADWELL

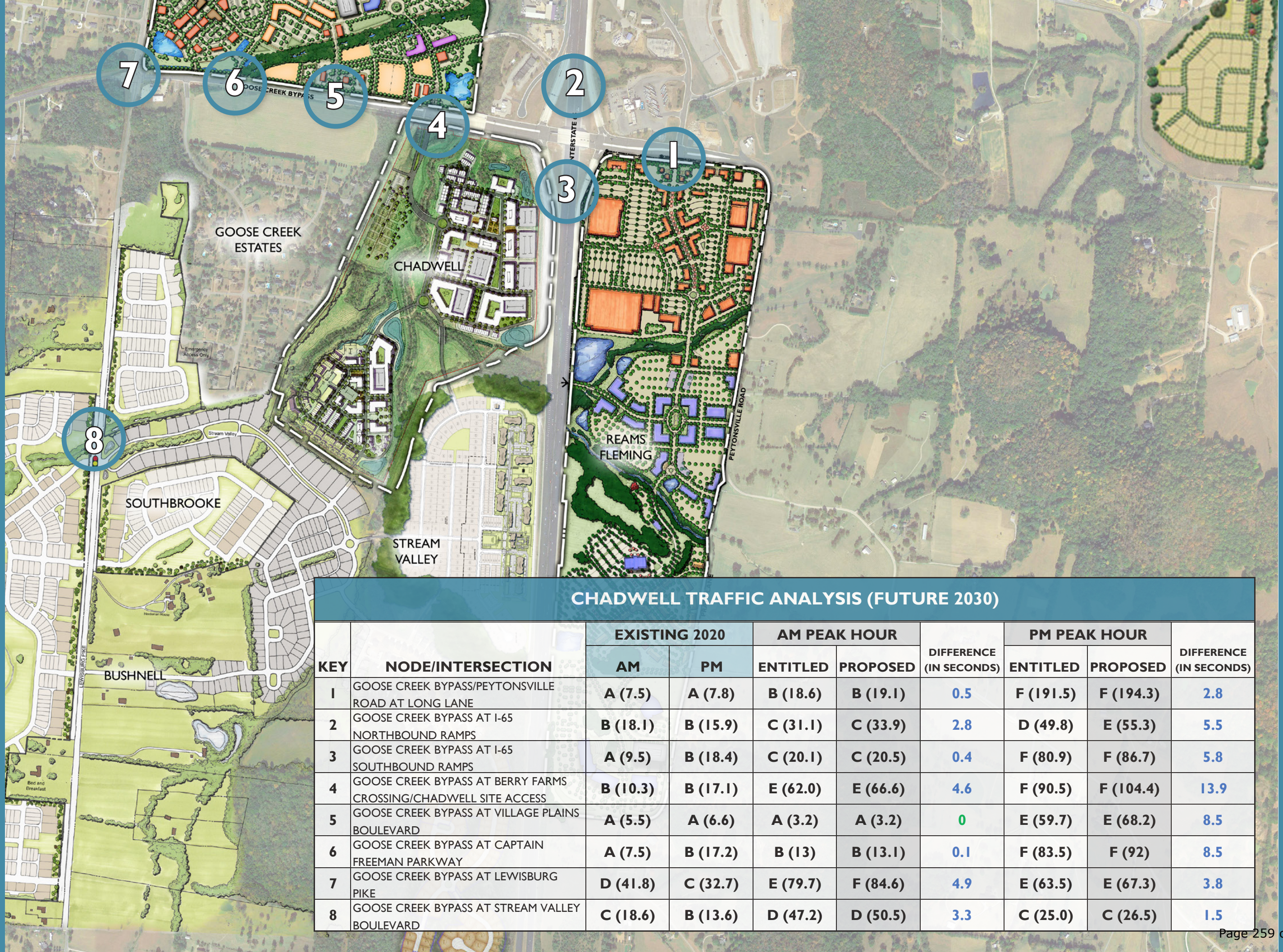


Plan graphic and specific entitlements for north and south villages are illustrative. Overall entitlements may be reasonably shifted from north village to south village and from south village to north

CHADWELL PROPOSED DEVELOPMENT PROGRAM			
	CHADWELL NORTH	CHADWELL SOUTH	TOTALS
COMMERCIAL (SF)	1,497,400	65,600	1,563,000
CIVIC (SF)	5,000	5,500	10,500
HOTEL (KEYS)	450	0	450
ASSISTED LIVING	0	120	120
MULTI-FAMILY	771	759	1,530



BERRY FARMS CHADWELL



CHADWELL TRAFFIC ANALYSIS (FUTURE 2030)

KEY	NODE/INTERSECTION	EXISTING 2020		AM PEAK HOUR		DIFFERENCE (IN SECONDS)	PM PEAK HOUR		DIFFERENCE (IN SECONDS)
		AM	PM	ENTITLED	PROPOSED		ENTITLED	PROPOSED	
1	GOOSE CREEK BYPASS/PEYTONSVILLE ROAD AT LONG LANE	A (7.5)	A (7.8)	B (18.6)	B (19.1)	0.5	F (191.5)	F (194.3)	2.8
2	GOOSE CREEK BYPASS AT I-65 NORTHBOUND RAMPS	B (18.1)	B (15.9)	C (31.1)	C (33.9)	2.8	D (49.8)	E (55.3)	5.5
3	GOOSE CREEK BYPASS AT I-65 SOUTHBOUND RAMPS	A (9.5)	B (18.4)	C (20.1)	C (20.5)	0.4	F (80.9)	F (86.7)	5.8
4	GOOSE CREEK BYPASS AT BERRY FARMS CROSSING/CHADWELL SITE ACCESS	B (10.3)	B (17.1)	E (62.0)	E (66.6)	4.6	F (90.5)	F (104.4)	13.9
5	GOOSE CREEK BYPASS AT VILLAGE PLAINS BOULEVARD	A (5.5)	A (6.6)	A (3.2)	A (3.2)	0	E (59.7)	E (68.2)	8.5
6	GOOSE CREEK BYPASS AT CAPTAIN FREEMAN PARKWAY	A (7.5)	B (17.2)	B (13)	B (13.1)	0.1	F (83.5)	F (92)	8.5
7	GOOSE CREEK BYPASS AT LEWISBURG PIKE	D (41.8)	C (32.7)	E (79.7)	F (84.6)	4.9	E (63.5)	E (67.3)	3.8
8	GOOSE CREEK BYPASS AT STREAM VALLEY BOULEVARD	C (18.6)	B (13.6)	D (47.2)	D (50.5)	3.3	C (25.0)	C (26.5)	1.5



BERRY FARMS CHADWELL



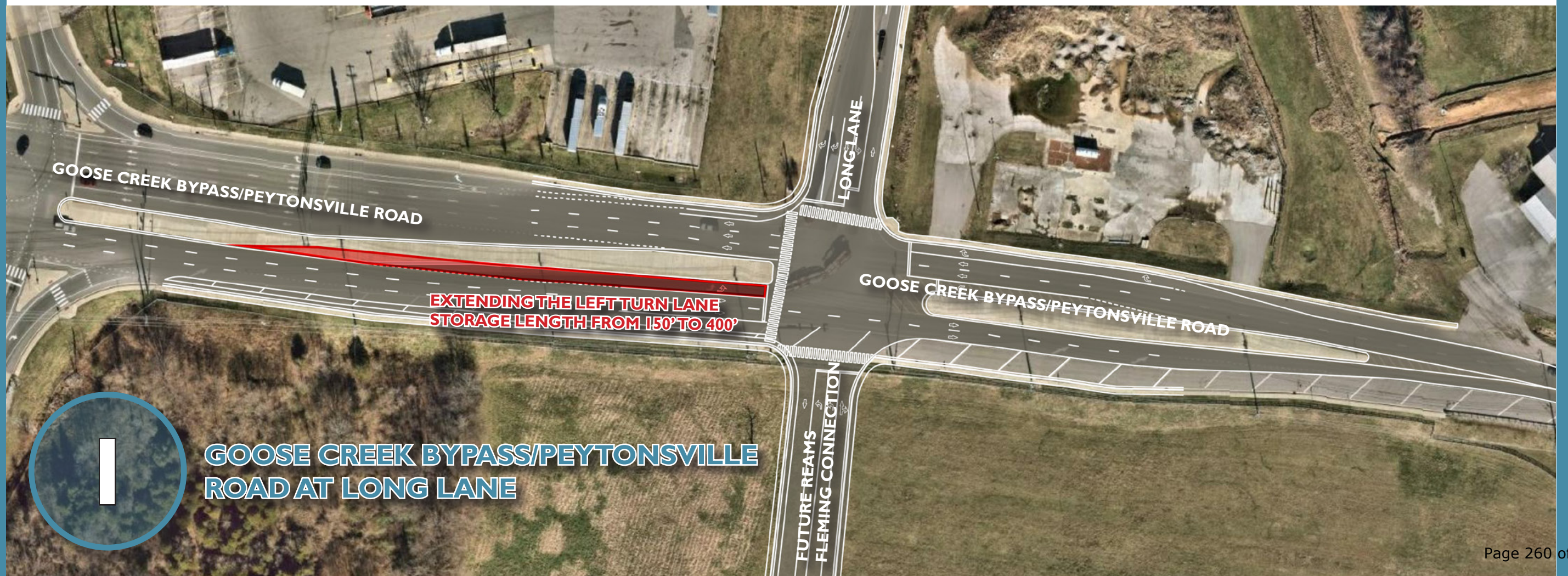
CHADWELL TRAFFIC COMPARISON

INTERSECTION	AM PEAK HOUR	PM PEAK HOUR
CAROTHERS PKWY at EAST McEWAN	3,294	3,714
SR-96 at ROYAL OAKS BLVD	4,528	5,539
PETONSVILLE ROAD at LONG LANE/ REAMS FLEMING	3,440	5,431

CHADWELL TRAFFIC ANALYSIS (FUTURE 2030)

KEY	NODE/INTERSECTION	EXISTING 2020		AM PEAK HOUR		DIFFERENCE (IN SECONDS)	PM PEAK HOUR		DIFFERENCE (IN SECONDS)
		AM	PM	ENTITLED	PROPOSED		ENTITLED	PROPOSED	
I	GOOSE CREEK BYPASS/PEYTONSVILLE ROAD AT LONG LANE	A (7.5)	A (7.8)	B (18.6)	B (19.1)	0.5	F (191.5)	F (194.3)	2.8

 PROPOSED IMPROVEMENTS REIMBURSED BY CHADWELL ARTERIAL ROAD
IMPACT FEES



**GOOSE CREEK BYPASS/PEYTONSVILLE
ROAD AT LONG LANE**



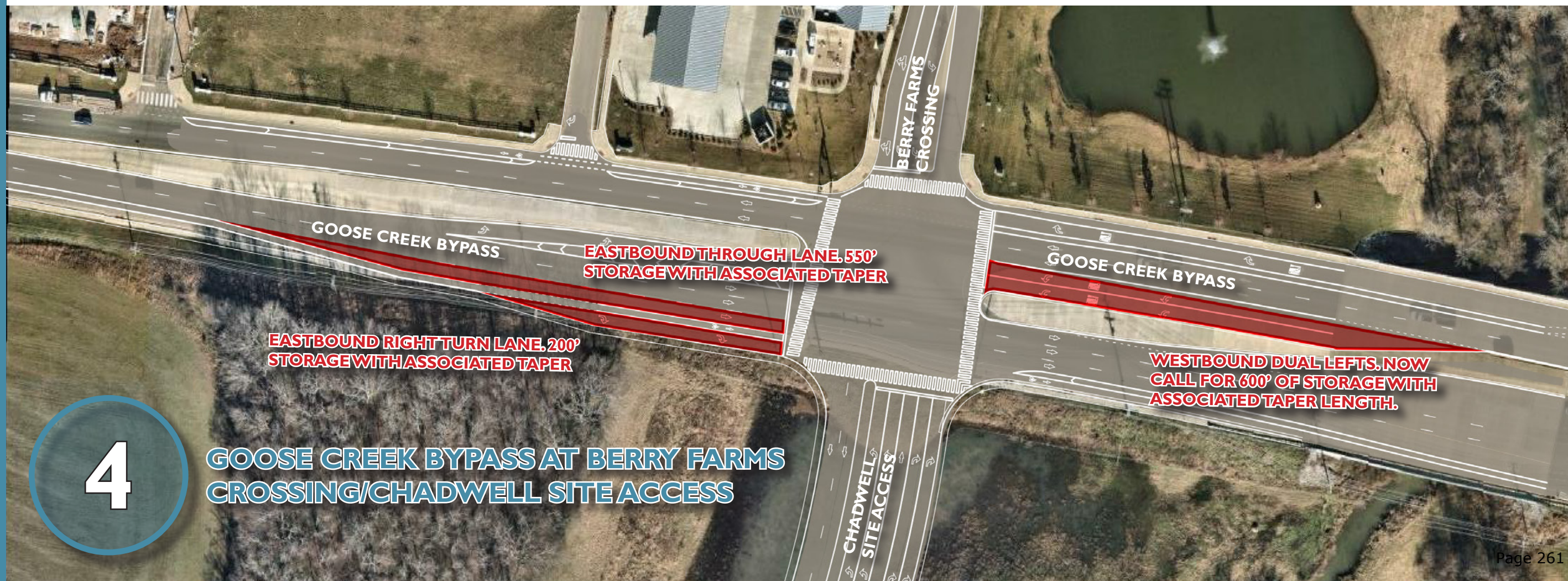
BERRY FARMS CHADWELL



CHADWELL TRAFFIC COMPARISON		
INTERSECTION	AM PEAK HOUR	PM PEAK HOUR
SR-96 at ROYAL OAKS BLVD	4,528	5,539
MALLORY LN at COOL SPRINGS BLVD	4,429	5,823
GOOSE CREEK BYPASS at BERRY FARMS CROSSING/CHADWELL SITE ACCESS	4,873	6,538

CHADWELL TRAFFIC ANALYSIS (FUTURE 2030)									
KEY	NODE/INTERSECTION	EXISTING 2020		AM PEAK HOUR		DIFFERENCE (IN SECONDS)	PM PEAK HOUR		DIFFERENCE (IN SECONDS)
		AM	PM	ENTITLED	PROPOSED		ENTITLED	PROPOSED	
4	GOOSE CREEK BYPASS AT BERRY FARMS CROSSING/CHADWELL SITE ACCESS	B (10.3)	B (17.1)	E (62.0)	E (66.6)	4.6	F (90.5)	F (104.4)	13.9

 PROPOSED IMPROVEMENTS REIMBURSED BY CHADWELL ARTERIAL ROAD IMPACT FEES





BERRY FARMS CHADWELL

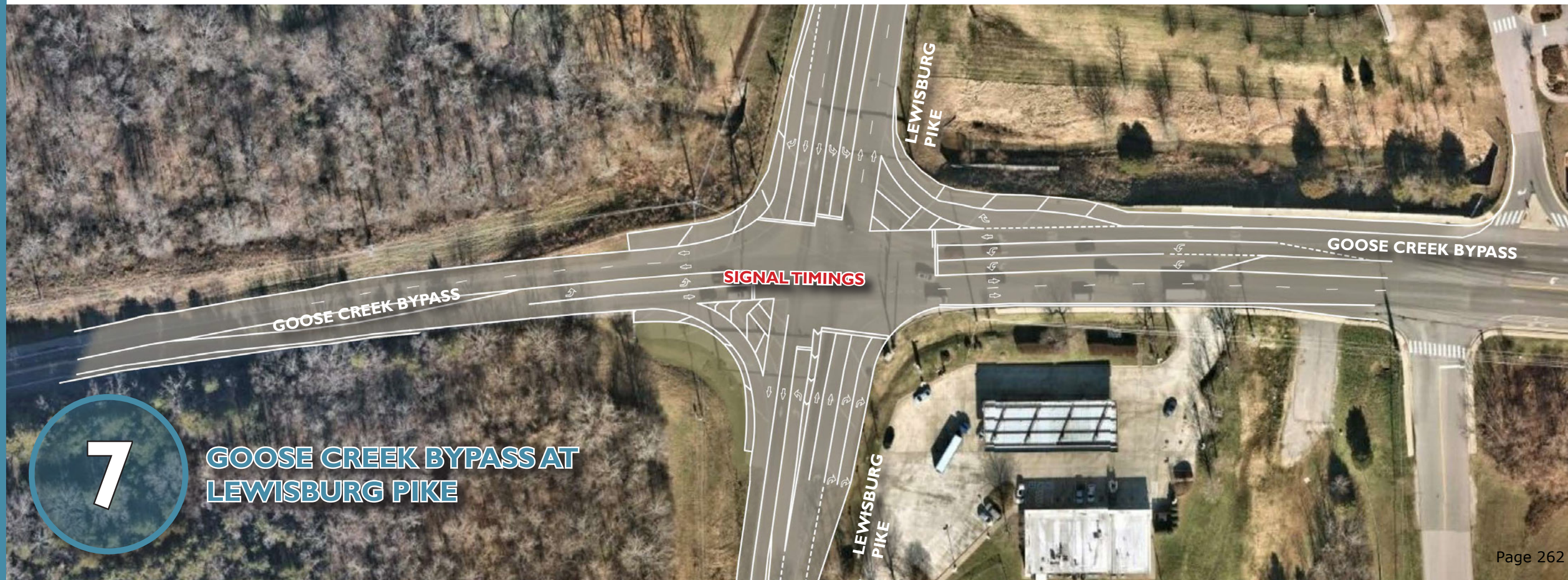


CHADWELL TRAFFIC COMPARISON		
INTERSECTION	AM PEAK HOUR	PM PEAK HOUR
SR-96 at ROYAL OAKS BLVD	4,528	5,539
CAROTHERS PKWY at COOL SPRINGS BLVD	5,089	5,281
GOOSE CREEK BYPASS at LEWISBURG PIKE	4,172	5,166

CHADWELL TRAFFIC ANALYSIS (FUTURE 2030)									
KEY	NODE/INTERSECTION	EXISTING 2020		AM PEAK HOUR		DIFFERENCE (IN SECONDS)	PM PEAK HOUR		DIFFERENCE (IN SECONDS)
		AM	PM	ENTITLED	PROPOSED		ENTITLED	PROPOSED	
7	GOOSE CREEK BYPASS AT LEWISBURG PIKE	D (41.8)	C (32.7)	E (79.7)	F (84.6)	4.9	E (63.5)	E (67.3)	3.8

 PROPOSED IMPROVEMENTS REIMBURSED BY CHADWELL ARTERIAL ROAD IMPACT FEES

*IMPROVEMENTS BY SOUTHBROOKE



7

GOOSE CREEK BYPASS AT
LEWISBURG PIKE



File #: 20-01199

DATE: September 25, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Resolution 2020-205, A Resolution to Reject A Request From Boyle Investment Company To Reclassify A Roadway Within The Chadwell Development As A Collector Roadway.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-205

BACKGROUND/STAFF COMMENTS:

On July 28, 2020, City of Franklin staff received a request from Boyle Investment Company to reclassify a roadway within the Chadwell PUD as a collector roadway. Staff has consistently informed representatives of Boyle Investment Company and their development team that we would not support this request and recommend that the roadway shown on the original Chadwell PUD Concept Plan approved in the mid-2000's be constructed as proposed. Collector impact fees are associated with a service area and broken down into four service areas within the City's corporate boundaries. Based on staff evaluation, the proposed roadways within the Chadwell Development do not provide a regional benefit to the overall collector service area. With or without the Chadwell PUD, staff would not propose a collector roadway on this property unless it provided a connection from Goose Creek Bypass to another acceptable collector/arterial roadway and complied with our street standards. At one point, this was proposed in the Major Thoroughfare Plan but was blocked by the Stream Valley Development for unknown reasons. Furthermore, the previously approved "fly-over" that would have connected the Reams-Fleming PUD located on the east side of I-65 to the west side of I-65 has recently been relocated south closer to I-840 as shown on the Major Transportation Plan and, no longer provides connectivity through the Stream Valley Subdivision or the Chadwell PUD. The Stream Valley Subdivision has a local street network with inadequate driveway spacing and should not be part of the collector roadway system. The roadway network, as proposed by the Boyle Investment Company, simply provides service to the Chadwell Development and meets our minimum zoning ordinance requirements associated with internal / external connectivity and circulation and provides additional connectivity to the residents who reside in Stream Valley. The traffic associated with this development are a direct result of the densities being proposed by the Developer. Equally noteworthy, the City's Technical Street Standards design criteria for a local roadway and collector roadways are very similar in terms of vehicular capacity which further does not warrant re-classifying this previously approved local road to a collector road.

Should the Board and/or Planning Commission approve this request, it will establish a precedent allowing all large mixed use development to make the same request and leave staff confused on how to proceed with future developments and implementation of the collector impact fee. Collector

impact fees should be limited to regionally significant roadways within the appropriate collector service area.

FINANCIAL IMPACT:

As reflected in the presentation, Collector Road Impact Fees anticipated to be generated from the proposed Chadwell PUD will be approximately 9.6 million dollars. The preliminary estimate to construct this road between Chadwell and Stream Valley is estimated to be 8 million dollars. Since the BOMA has already approved this roadway to be constructed with the original Chadwell PUD Concept Plan was approved in the mid-2000's, re-classifying this roadway as a collector road would have major financial impacts to our collector road impact fee fund and establish a precedent for other large mixed used developments to make the same request. The use of collector road impact fees should be limited to roadways that generally comply with our street standards, have regional benefit, and provide a benefit to the overall collector service area(quadrant).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-205 rejecting the request from from Boyle Investment Company to reclassify roadways within the Chadwell PUD.



MEMORANDUM

TO: Vernon Gerth, Assistant City Administrator – City of Franklin

FROM: Adam J. Ballash

DATE: July 28, 2020

RE: Berry Farms – Chadwell Proposed Collector Roadway Network

This memorandum is to present a proposal by Boyle Investment Company on how to handle specific connectivity, traffic, emergency life safety, and construction phasing based on critical feedback we have received from City of Franklin staff, and community residents for the proposed new development efforts on the Chadwell property at Berry Farms. As the developer representing the Chadwell Partnership, Boyle has submitted a pre-application for a development plan update and rezoning efforts of the Chadwell property, and hosted approximately ten public meetings to date to solicit specific feedback from residents within Berry Farms Town Center, Stream Valley and Goose Creek Estates. In addition, we have met with Alderman Scott Speedy, and talked with other City and County elected officials with regard to this planned rezoning. As a result of specific City of Franklin staff feedback, and input from local residents, we are proposing to modify our proposed changes to Chadwell and are presenting those herein.

First, Chadwell is currently approved for 393,500 sf of retail square footage, 1,169,500 sf of office square footage, and 100 attached residential units. The currently approved development plan is attached hereto as Exhibit A for reference (with notes added by Ballash). In the currently approved Development Plan there are seven proposed exterior access points. They are summarized below:

1. Main Entry – main boulevard entry to Goose Creek Bypass at intersection with Berry Farms Crossing.
2. Northeastern Right-in/Right-out – this access point was subsequently deleted by TDOT with the I65 widening improvements.
3. I65 Flyover to Reams Fleming – this access was subsequently deleted by BOMA with the approval of the proposed interchange or flyover south of Dave Ramsey HQ.
4. Southern Chadwell Entry / Eastern Edge – this access point is proposed and approved on both the Chadwell Development Plan and the current revised Stream Valley Development Plan. Stream Valley has constructed this road to the limits of their property anticipating future tie-ins by Boyle.
5. Southern Chadwell Entry / Middle – this access point is proposed and approved on both the Chadwell Development Plan and the current revised Stream Valley

Development Plan. Stream Valley has constructed this road to the limits of their property anticipating future tie-ins by Boyle.

6. Southern Chadwell Entry / Western Edge – this access point was shown on the Chadwell Development Plan and the original Stream Valley Development Plan, but was deleted from subsequent Stream Valley plans and does not exist today.
7. Chadwell Stub Road to Preston Farm – the dashed roadway shown at the northwest corner of the Chadwell Development Plan is for a planned roadway connection to the vacant land currently owned by Aubrey Preston abutting Goose Creek Bypass.

The revisions proposed to Chadwell include the densification of the project in to two distinct villages, the separation of hotel entitlements, the addition of assisted living entitlements, and the addition of 1,530 attached residential units in a mixture of for rent and for sale product. The summary table of those entitlements is listed below:

CHADWELL OVERALL DEVELOPMENT PROGRAM			
BUILDING USES			
	CHADWELL NORTH	CHADWELL SOUTH	TOTALS
RETAIL (SF)	110,400	21,800	132,200
OFFICE (SF)	1,387,000	43,800	1,430,800
CIVIC (SF)	5,000	5,500	10,500
HOTEL (KEYS)	450	0	450
ASSISTED LIVING	0	120	120
APARTMENTS	615	285	900
RESIDENTIAL	156	474	630

In addition to the revised entitlements, Boyle updated the Development Plan to reflect the deletion of access points #2 and 3, above, and the proposed deletion of the connection to #4 above. This plan was submitted for a pre-application in June to the City of Franklin, and has formed the basis of discussions with the local neighborhoods. For reference, the revised layout is attached hereto, as Exhibit B.

Because of the consolidation of the development in to two distinct villages, and the deletion of the originally proposed development between the creeks (shown as “L” shaped office buildings on the original plan, labeled as G1 and G2), Boyle proposed the deletion of the Stream Valley connection (labeled as #4 above). Following submittal of the pre-application and public meetings, Boyle has received significant input on the proposed deletion of the access point depicted as #4 above (known as Lazy Vale Way in Stream Valley Section 17). In particular, specific concerns from Engineering staff members, Joe Marlo and Lance Fittro about the loss of connectivity, and more specifically from Fire Marshal King, about the loss of proposed emergency access to feed the densest part of Stream Valley along I65. In addition, during a recent public meeting with the Stream Valley neighborhood, it was made abundantly clear that they perceived there to be a traffic and emergency access issue to the eastern half of their development and that they would be requesting that this connection stay as part of the proposed Chadwell development. The Stream Valley residents believe the traffic and emergency access conditions exist today, without additional development of Chadwell.

Boyle does not see it as the responsibility of the Chadwell development to solve Stream Valley’s access problems for a development that is already constructed. However, in an effort to combat the raised concerns, and improve on the local development at Berry Farms, Boyle is now suggesting through this memorandum that it revise the new layout at Chadwell to make this connection. This revision would change the currently proposed layout (shown on the left below), to be more in keeping with the image on the right below.



In addition, Boyle would propose that we no longer use the standard modified road sections that are approved for Berry Farms, and instead incorporate City of Franklin standard road sections for Major and Minor Collectors for these road sections. The current road sections that were submitted to Franklin as part of the pre-application process are shown attached as Exhibit C. Also, attached in Exhibit C for reference are the standard City of Franklin road sections for Major and Minor Collectors that we would propose to follow. The incorporation of this roadway as a Collector road effectively solves the concerns from staff and nearby residents (but, does not solve any timing issues related to delivery of this roadway). Boyle would modify the Chadwell plan to not have any “driveway cuts” entering on to this roadway and would propose only two roadway intersections other than the roundabouts and stub road to the Preston property. These two

roadways fall on either side of the southern roundabout. The first intersection would fall right at the suggested 300' separation for intersections near the Five Mile Creek tributary crossing. The second intersection would fall just to the north of this southern roundabout and would be ~300' from the centerline of the roundabout to the centerline of the proposed roadway connection separating Blocks A and B on the northern village.

With regard to timing of construction for these related improvements, Boyle is suggesting that these be the FIRST improvements made at Chadwell and that this connector road system to Stream Valley be built concurrent with the first phases of Chadwell, only if Boyle and the City of Franklin can reach an agreement for these improvements to be fully reimbursed through a Road Impact Fee Offset Agreement. Not only would this road system be built to follow City of Franklin Collector Road Standards, but Chadwell's Traffic Impact Study (that will be submitted with the formal Development Plan submittal) suggests that these roadways be classified as Collectors based on City of Franklin street standards and classification of roadways by Average Daily Trips. In particular, City of Franklin Street Standards Table 2.3(1) suggests that roads carrying between 15,000-20,000 cars a day be classified as Collectors. Moreover, this same table suggests that roadways carrying between 20,000-35,000 cars a day be classified as Minor Arterials. Based on work from Kimley Horn, the anticipated road counts for the Chadwell connector road would be ~31,834 cars per day. Of these ~31k cars, approximately 5,092 cars per day would be traveling from the Stream Valley development. For reference, these statistics and the City of Franklin Street Standard table are attached hereto, as Exhibit D.

With regard to the proposed recapture agreement, the Chadwell development alone would provide ample road impact fees to help offset the costs of these proposed improvements. For summary, the anticipated entitlements as proposed for Chadwell would generate ~\$23.8 MM, with ~\$9.65 MM in Collector Fees (see table below). The proposed costs for these road improvements are ~\$7.8 MM, excluding any soft costs or ROW costs. The budget for these anticipated roadway improvements is shown attached, as Exhibit E. Please note the estimated fees generated below do NOT include any numbers associated with the Stream Valley development.

	Chadwell North	Chadwell South	Total		Arterial Fee	Collector Fee		Arterial Fee	Collector Fee	Total
Retail	55,200	10,900	66,100		\$6,484	\$4,394		\$428,592	\$290,443	\$719,036
Restaurant	55,200	10,900	66,100		\$12,069	\$8,186		\$797,761	\$541,095	\$1,338,856
Office	1,387,000	43,800	1,430,800		\$4,632	\$3,169		\$6,627,466	\$4,534,205	\$11,161,671
Civic	5,000	5,500	10,500		\$0	\$0		\$0	\$0	\$0
Hotel	450	0	450		\$2,567	\$1,750		\$1,155,150	\$787,500	\$1,942,650
Assisted Living	0	120	120		\$3,082	\$2,099		\$369,840	\$251,880	\$621,720
Apartments	615	285	900		\$3,112	\$2,121		\$2,800,800	\$1,908,900	\$4,709,700
Residential	156	474	630		\$3,112	\$2,121		\$1,960,560	\$1,336,230	\$3,296,790
TOTAL								\$14,140,169	\$9,650,253	\$23,790,422
Note: Numbers above exclude any impact fees associated with the Stream Valley development.										

Finally, it should be noted that following the public meeting with Stream Valley, Boyle received notice on July 28, 2020 that a Stream Valley resident had started an online petition that had garnered over 100 signatures to request that the originally planned connection to Stream Valley at Lazy Vale Way stay and be constructed in Chadwell. This petition is attached hereto, as Exhibit F. It points out three main concerns, which are summarized and addressed below.

1. First and foremost that the proposed exit to connect the rear/East of Stream Valley to the North parcel of Chadwell, would go through.

This concern speaks for itself, but does not otherwise speak to the timing of the proposed improvements. The proposals discussed above address these concerns, but also commits to the construction of the Stream Valley Connector with the first phases of Chadwell's development.

2. Construction on Chadwell to be started from the North end of the development, with the North Parcel, and that Stream Valley Blvd is not used at any time as a construction access point into Chadwell.

This request is unreasonable and a difficult one to honor, as the only access point to the Chadwell property is from Stream Valley at the end of Streamside Lane. Currently, Chadwell has no access from any other roadway due to the taking of the access point by TDOT during the widening of I65 and the impact of the fill grades along Goose Creek Bypass. The access to Chadwell from Stream Valley, specifically at the Streamside Lane access point will be necessary until the construction of Chadwell progresses to a point that allows access from the North. The Public ROW that is already dedicated through Stream Valley cannot currently be restricted until alternative access measures are made. This will be a critical connection point for the construction of the 16" "offsite" waterline to feed Dave Ramsey, and will be absolutely necessary until other roads, and in particular creek crossings, are built from the North. Following construction of the Collector Road, Boyle would commit to direct all construction traffic to enter the Chadwell development from Goose Creek Bypass. However, until this roadway is completed, that is not a feasible alternative.

3. The proposed Streamside Lane entrance into the South of Chadwell is not a "through road" but a walking/bicycle track.

This request is unreasonable. Currently both the Stream Valley and Chadwell Development Plans have this roadway connection at Streamside Lane shown. Moreover, the road is currently constructed and platted as Public ROW within the Stream Valley development. Without this roadway connection, Chadwell does not

have access to its property. Because of these reasons and the aforementioned responses this roadway must stay as dedicated Public ROW for vehicular access.

In conclusion, the addition of a Collector Roadway to the Chadwell development solves the community and staff concerns regarding long-term access to Stream Valley. However, it does not address the timing concerns and solve the short-term problem. The solution for both the short and long-term access problems for Stream Valley, is for the City of Franklin to commit to a Road Impact Fee Recapture Agreement to fully reimburse Boyle for the development of the Stream Valley Connector Roadway to be built during the first phases of the Chadwell development. The exhibit below highlights the rough alignment of this roadway. The roads highlighted in red will function as engineering intends for Collector Roadways, while the roadway highlighted in yellow, and other Chadwell roadways, provide Stream Valley with even more additional means of ingress/egress, but not to Collector road standards.



Boyle firmly believes Chadwell will be the next great phase of development at Berry Farms, and will continue to build upon the great reputation that Berry Farms has while also serving as the new economic development engine for the City of Franklin. We have received extremely positive feedback for the modifications to the Development Plan from the public meetings and received very positive, productive, and meaningful feedback from City of Franklin Staff. By agreeing to a Road Impact Fee Recapture Agreement to fully reimburse Boyle for the development of the

Stream Valley Connector Roadway to be built during the first phases of the Chadwell development, the City of Franklin helps solve existing infrastructure and connectivity concerns and allows infrastructure to lead before additional meaningful development occurs.

Exhibit A – Currently Approved Chadwell Development Plan

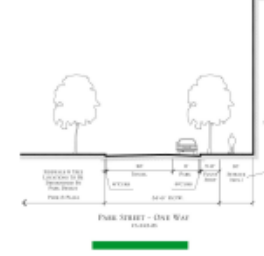
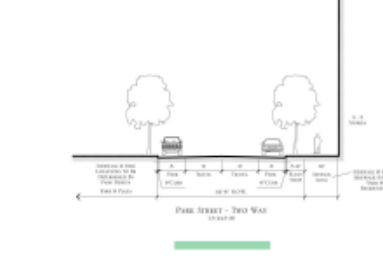
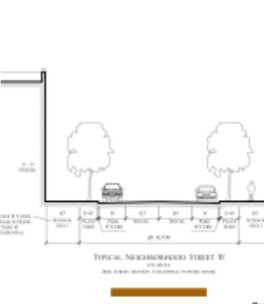
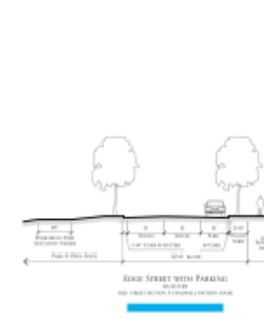
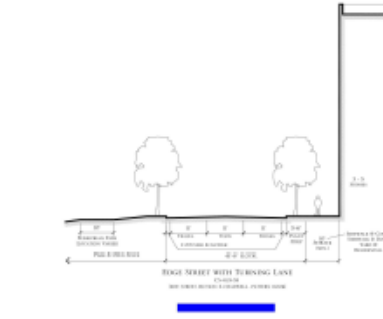
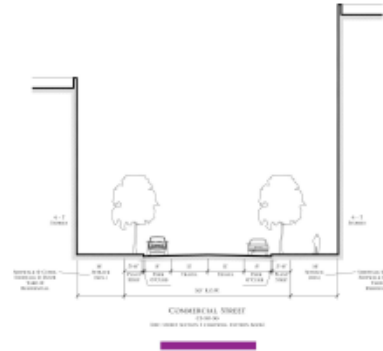
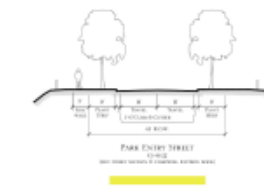
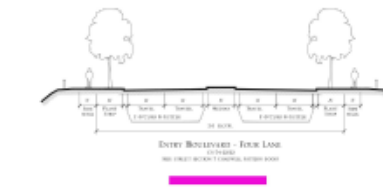
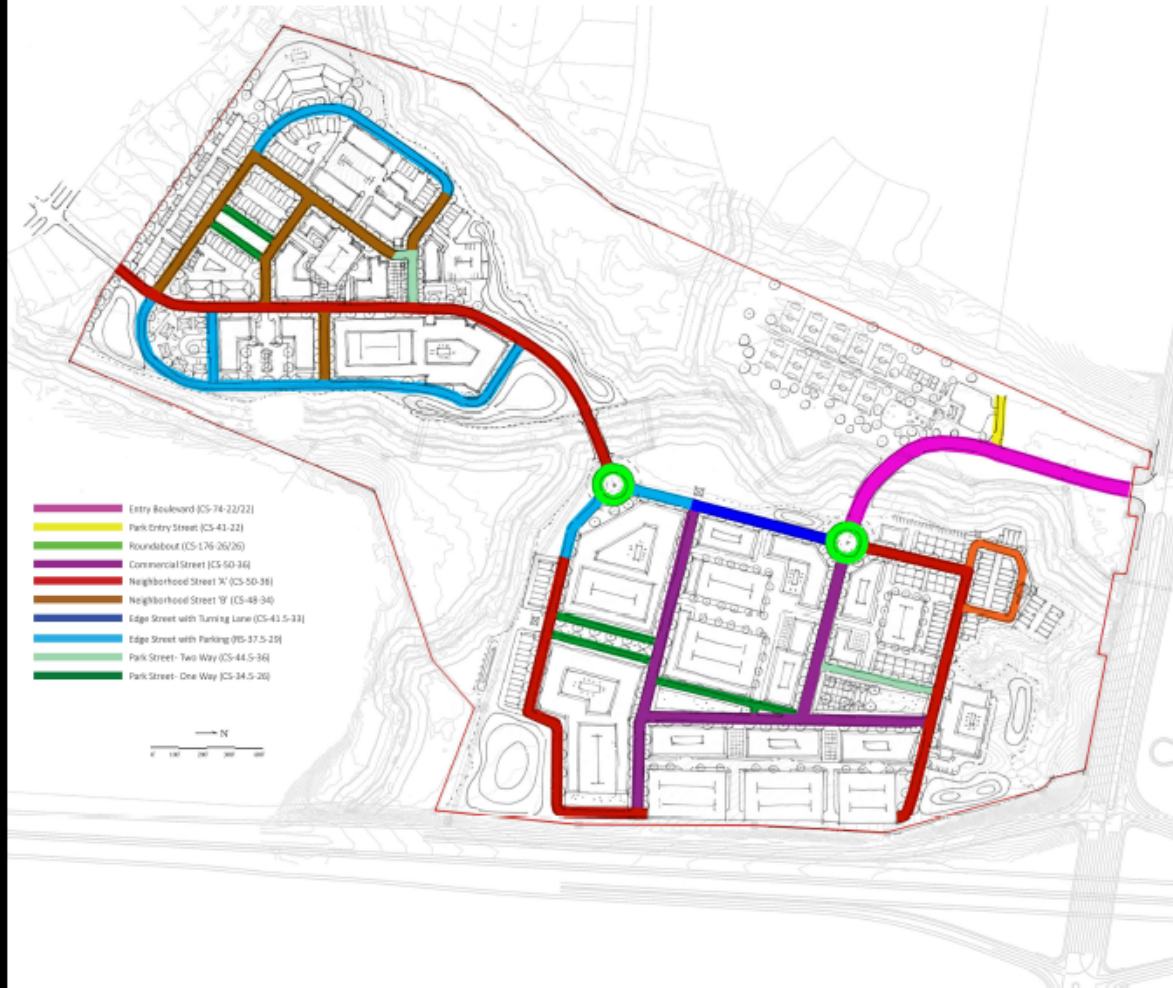


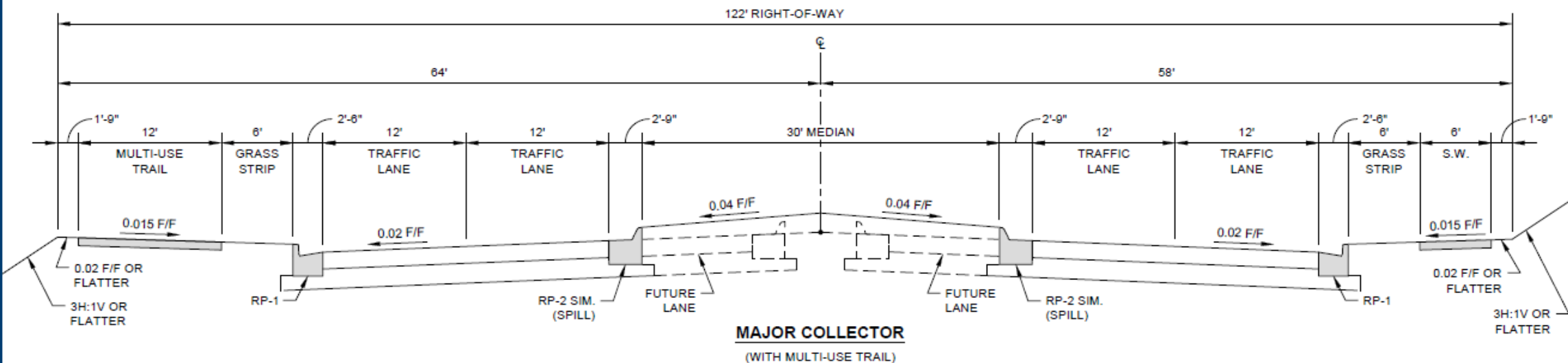
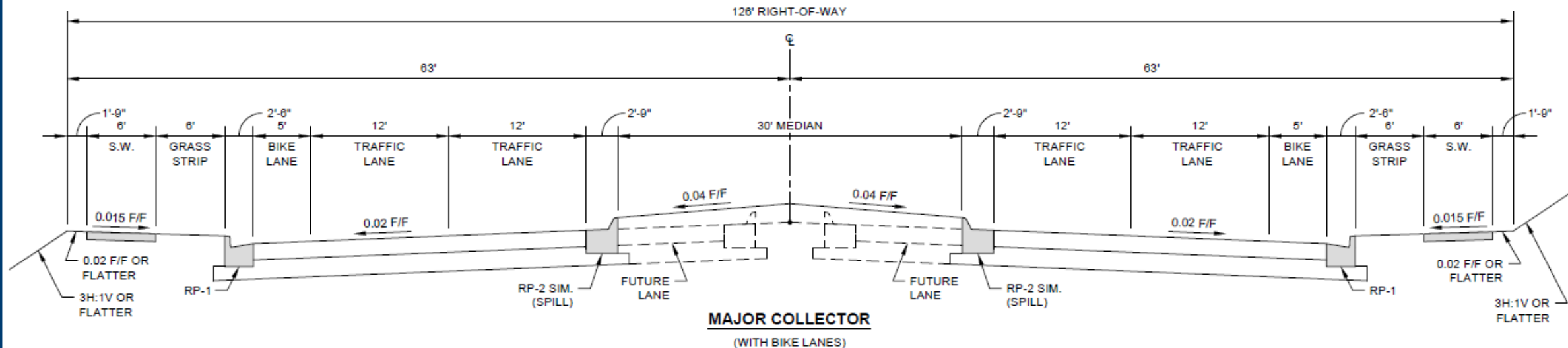
Exhibit B – Proposed Chadwell Development Plan (6/29/20)



ILLUSTRATIVE MASTER PLAN IS ILLUSTRATIVE IN NATURE INTENDED TO PROVIDE A CONCEPTUAL LAYOUT OF THE POTENTIAL DEVELOPMENT OF THE SITE IN ACCORDANCE WITH THE DEVELOPMENT PLAN, PATTERN BOOK, AND DESIGN GUIDELINES. SPECIFIC PLANS AND DENSITIES WILL BE IDENTIFIED AT THE SITE PLAN STAGE.

Exhibit C – Proposed Chadwell Road Sections (6/29/20) & Suggested Modifications to Match
City of Franklin Standard Collector Roadway Sections





Proposed Road Section to Replace Berry Farms Entry
Boulevard Road Section - CS-74-22/22

ROW to end at Back of Curb - Sidewalks to be
privately maintained with access easement

DESIGN NOTES



CITY OF FRANKLIN
NOT TO SCALE

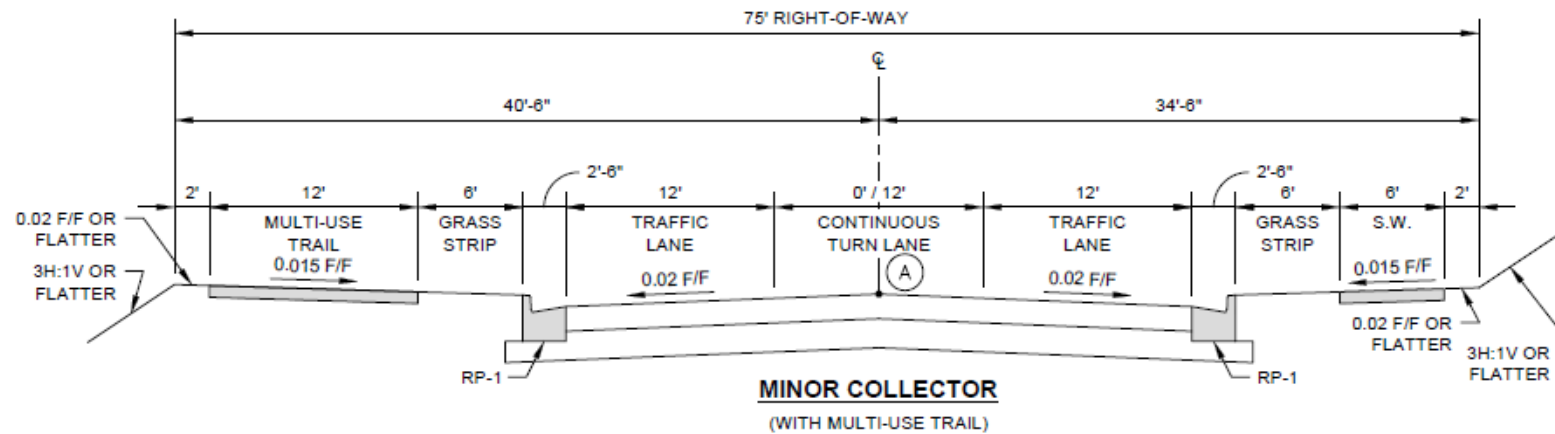
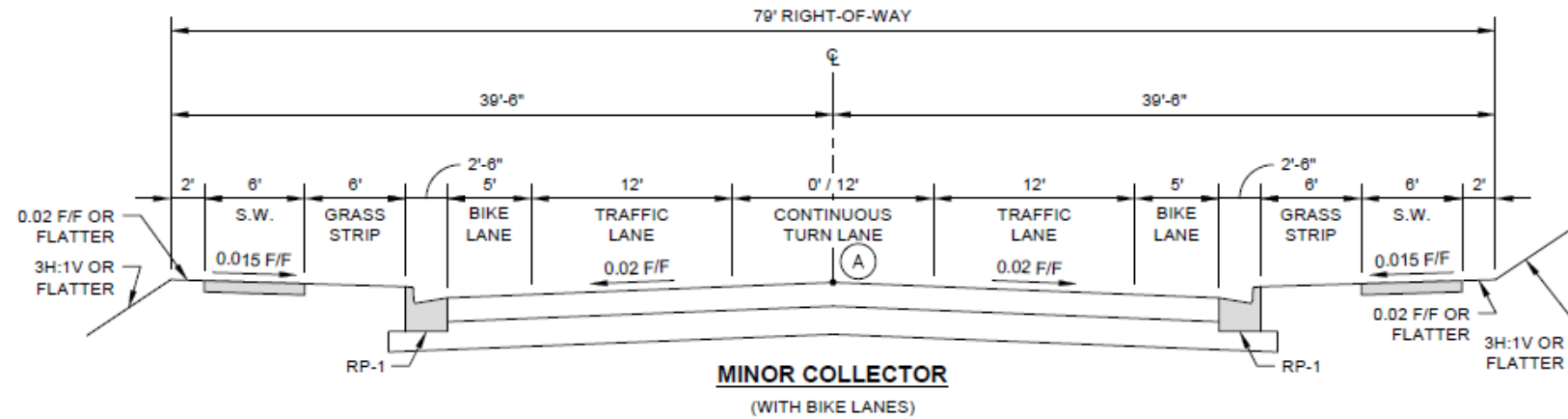
CITY
ENGINEER:

Paul P. Hoge

DATE: 1/1/2020

DWG. NO.

TS-3



Proposed Road Section to Replace Berry Farms Edge Street with Turning Lane Road Section - CS-41.5-33, and for Proposed Road Section to Stream Valley property boundary

ROW to end at Back of Curb - Sidewalks to be privately maintained with access easement

DESIGN NOTES

- (A) CONSTRUCT CONTINUOUS TURN LANE (3-LANE SECTION) WHERE REQUIRED BY CONNECT FRANKLIN



CITY OF FRANKLIN
NOT TO SCALE

CITY
ENGINEER:

Paul P. Hoge

DATE: 1/1/2020

MINOR COLLECTOR STREET SECTIONS

DWG. NO.

TS-4

Exhibit D – City of Franklin Street Standards Table 2.3(1) and Corresponding KHA Traffic Impact
Study Data for Chadwell

From: [Bateman, Yates](#)
To: [Adam Bellash](#)
Cc: [Turner, Dillon](#); [Waldschmidt, Brad](#); [McMaster, Ryan](#)
Subject: Chadwell - Collector Road
Date: Tuesday, July 28, 2020 2:55:00 PM
Attachments: [Pages from Technical Street Standards updated 2017-07-01.pdf](#)

Adam, see attached for a series of pdfs with some data that will help to support your argument for the collector road. Give me a call if you need clarification or need more info on this. thanks!

- Table 2.3 (1) from COF Technical Street Standards
 - Shows the capacity for the 4 lane collector road sections we looked at on the call yesterday. 15-20k vehicles per day
- Table 5C from KH Chadwell TIA
 - Shows 31,834 total trips generated by the uses of the development
- Figures 6A and 6B from KH Chadwell TIA
 - Shows 83% of trips going to the north parcel come from Goose Creek Bypass, 2% from South parcel, and 15% from Lewisburg Pike.
 - Shows 77% of trips going to the south parcel come from Goose Creek Bypass, 3% from north parcel, and 20% from Lewisburg Pike.

Yates Bateman, P.E.

Kimley-Horn | 214 Oceanside Dr. Nashville, TN 37204

Direct: 615-564-2716 | Mobile: 214-796-1771

TABLE 2.3 (1) STREET STANDARDS – GENERAL PARAMETERS

Design Feature or Characteristic	Street Classification and Typical Section												
	4-Lane Major Arterial TS-1	4-Lane Major Arterial TS-2	4-Lane Minor Arterial TS-3	4-Lane Minor Arterial TS-4	4-Lane Major Collector TS-5	4-Lane Major Collector TS-6	2-Lane Minor Collector TS-7	2-Lane Minor Collector TS-8	2-Lane Minor Collector TS-9	2-Lane Minor Collector Blvd TS-10	2-Lane High Volume Local TS-11	2-Lane Intermediate Volume Local TS-12	2-Lane Low Volume Local TS-13
Right of Way (ROW) Width	136'	132'	132'	128'	126'	122'	79'	75'	67'	63'	54'	52'	52'
No. of Travel Lanes	4	4	4	4	4	4	3	3	2	2	2	2	2
Travel Lane Width	12'	12'	12'	12'	12'	12'	12'	12'	12'	12'	12'	11'	11'
Travel Lane Width (total)	48'	48'	48'	48'	48'	48'	36'	36'	24'	24'	24'	22'	22'
Median Width	40'	40'	36'	36'	30'	30'	n/a	n/a	n/a	28'	n/a	n/a	n/a
Curb & Gutter: Vertical or Mountable	V	V	V	V	V	V	V	V	V	V	V	V/M	M
Designated Bike Lanes?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	No	No	No
Bike Lane Width per side	5'	n/a	5'	n/a	5'	n/a	5'	n/a	5'	n/a	n/a	n/a	n/a
Parking Lane Width	n/a	n/a	n/a	n/a	n/a	n/a	8'	8'	8'	8'	8'	8'	n/a
Minimum Sidewalk Width	6'	6' (1 side)	6'	6' (1 side)	6'	6' (1 side)	6'	6' (1 side)	6'	6' (1 side)	5'	5'	5'
Multi-Use Path	No	12' (1 side)	No	12' (1 side)	No	12' (1 side)	No	12' (1 side)	No	12' (1 side)	No	No	No
Grass Strip Width	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'
Left Turn Lanes Req'd?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes ^c	No	No
Left Turn Lane Width	12'	12'	12'	12'	12'	12'	11'	11'	11'	11'	11'	11'	11'
Right Turn Lanes Req'd?	Yes	Yes	Yes	Yes	Maybe	Maybe	Maybe	Maybe	No	No	No	No	No
Right Turn Lane Width	12'	12'	12'	12'	12'	12'	12'	12'	12'	11'	11'	11'	11'
Traffic Volume Capacity (1000 veh/day)	>35	>35	25-35	20-25	15-20	15-20	10-15	10-15	5-10	5-10	2-5	0.4-2	<0.4
Speed Limit, MPH ^{note a}	45	45	40	40	35	35	30	30	30	30	25	25	20
Driveway & Street Access	Very Ltd	Very Ltd	Limited	Limited	Limited	Limited	Frequent	Frequent	Frequent	Frequent	Frequent	Unlimited	Unlimited
Continuity of Travel	Very High	Very High	High	High	Moderate	Moderate	Moderate	Low	Low	Low	Very Low	Very Low	Very Low
Street Lights	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Partial	Partial	Partial	Partial	Partial	Partial
Traffic Calming	None	None	None	None	None	None	None	None	Possible	Possible	Possible	Possible	Possible

NOTES: a. Design speed shall be a minimum of 5mph above the posted speed limit.

b. Vertical curb requires shoulder separation from travel lane on design speeds of 50 mph or greater.

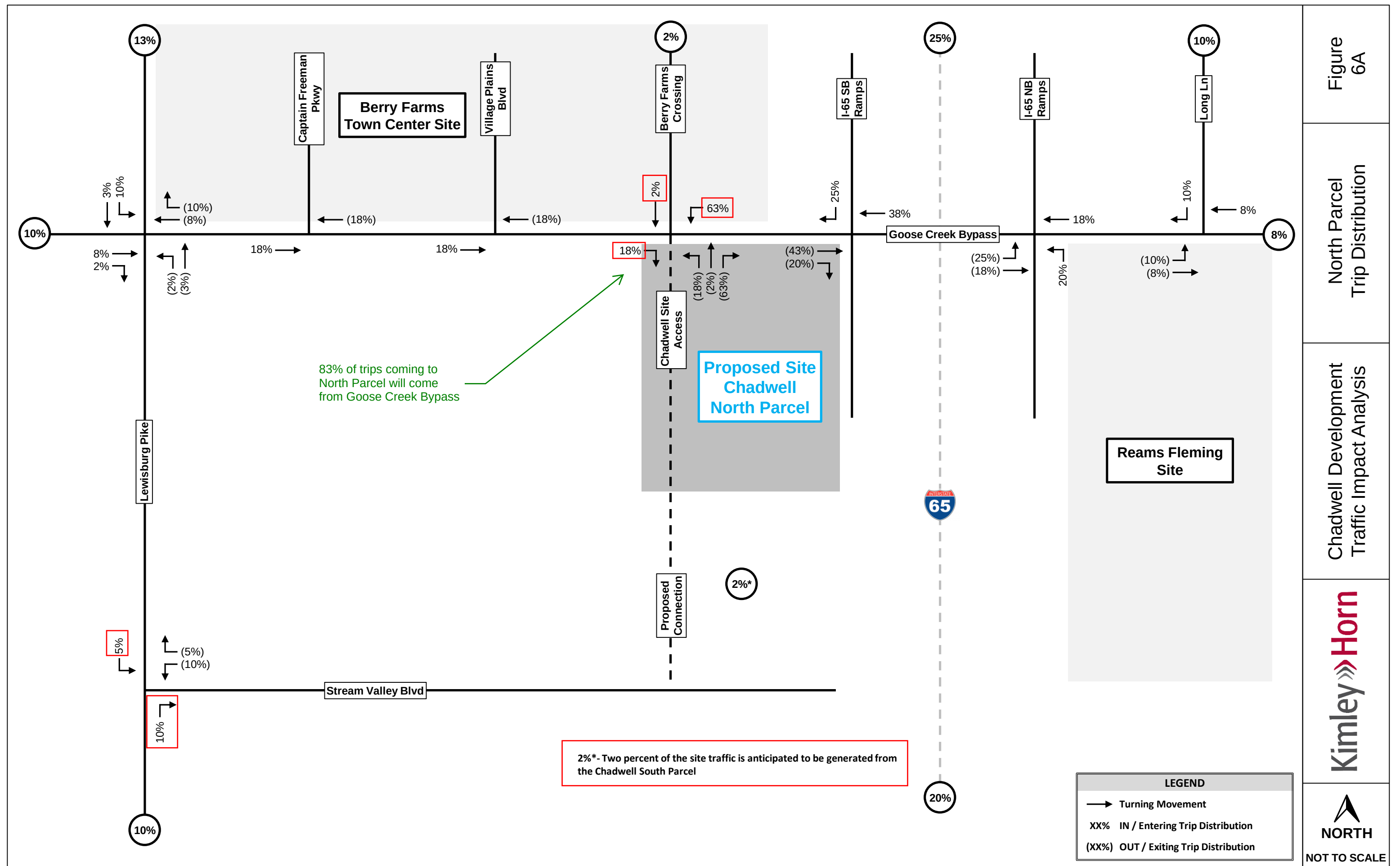
c. Separate Left Turn Lanes required in Commercial or Mixed-Use developments and at all traffic signals.

For 4-lane collector road sections, the traffic volume capacity is 15,000 - 20,000 vehicles per day

The trip generation potential of the total development (i.e. sum of North Parcel and South Parcel) is summarized in **Table 5C**.

Table 5C – Trip Generation for Total Development							
	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
New Trips – North Parcel	25,502	1,787	1,336	451	2,226	777	1,449
New Trips – South Parcel	6,332	374	148	226	428	243	185
New Trips – Total Development	31,834	2,161	1,484	677	2,654	1,020	1,634

TOTAL NUMBER OF DAILY
TRIPS GENERATED BY
THE DEVELOPMENT



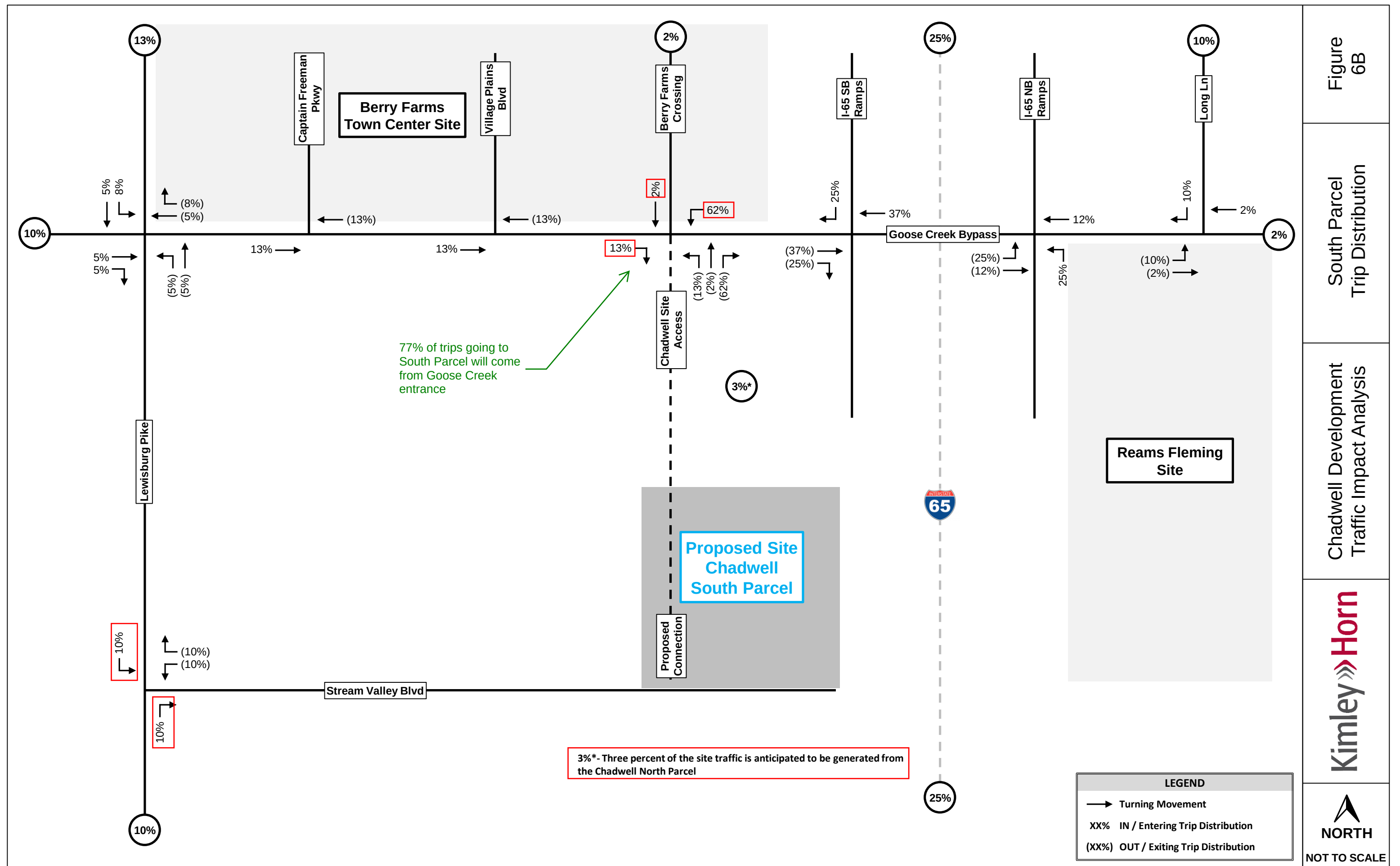


Exhibit E – Proposed Chadwell Road Budgets

See next page for site plan depicting
proposed road alignments

Berry Farms Chadwell

Road; Bridge; Tel., Elec., Cable; Water; Storm; Sanitary; Reclaimed; Landscaping costs based on Historical Pricing

Project #	Map Ref #	Name	Section (Project Name)	Type	Classification	Quantity	Units	Unit Cost	5% Contingency	Total Cost
1	IP-R1	Infrastructure, Road Project 1	Project 1: Road Type #1 from Goose Creek Bypass to North Roundabout							
		Road: IP-R1	Road Type #1	Entry Boulevard	CS-74-22/22	1620	LF	\$ 300.00	\$24,300.00	\$510,300.00
		Road: Roundabout IP-R1	Northern Roundabout	Roundabout	CS-176-26/26	0	LF	\$ 300.00	\$0.00	\$0.00
		Bridge: IP-R1	North Village Bridge	Bridge	Triple Arch Conspan	1	LS	\$ 1,600,000.00	\$80,000.00	\$1,680,000.00
		Water: IP-R1	Water	Water line	10"	0	LF	\$ 150.00	\$0.00	\$0.00
		Storm Sewer: IP-R1	Storm Sewer	Storm	Varies	1620	LF	\$ 125.00	\$10,125.00	\$212,625.00
		Sanitary Sewer: IP-R1	Sanitary Sewer	Sanitary	8"	0	LF	\$ 100.00	\$0.00	\$0.00
		Reclaimed Water: IP-R1	Reclaimed Water	Reclaimed	8"	1620	LF	\$ 85.00	\$6,885.00	\$144,585.00
		ETC: IP-R1	ETC	Elec., Tel., Cable	Primary Trench/Conduit	1620	LF	\$ 175.00	\$14,175.00	\$297,675.00
		ETC: Roundabout IP-R1	ETC, Roundabout IP-R1	Elec., Tel., Cable	Secondary trench/conduit	0	LF	\$ 175.00	\$0.00	\$0.00
		MTEMC Fees	MTEMC Fees	Government Fee	Government Fee - MTEMC	1620	LF	\$ 125.00	\$10,125.00	\$212,625.00
		Streetlights	Streetlights (1 per 200 ft) - Ameron Teardrop	Streetlights	Private Lighting	9	EA	\$ 12,500.00	\$5,625.00	\$118,125.00
		Ldscop: IP-R1	Ldscop - Entry Elements	Entry	Entry Landscaping	1	LS	\$ 200,000.00	\$10,000.00	\$210,000.00
		Ldscop: IP-R1	Ldscop - Street Trees	Street Trees	Street Landscaping	81	EA	\$ 500.00	\$2,025.00	\$42,525.00
		Ldscop: IP-R1	Ldscop - Sod / Irrigation (15' strip back of curb)	Sod / Irrigation	Street Landscaping	5400	SY	\$ 10.00	\$2,700.00	\$56,700.00
		Ldscop: Roundabout IP-R1	Ldscop, Roundabout IP-R1	Landscaping	Roundabout Landscaping	1	LS	\$ 100,000.00	\$5,000.00	\$105,000.00
									TOTAL	\$3,590,160.00
3	IP-R3	Infrastructure, Road Project 3	Project 3: Road Type #8 from North Roundabout to South Roundabout							
		Road: IP-R3	Road Type #8	Edge Street	CS-41.5-33	1130	LF	\$ 200.00	\$11,300.00	\$237,300.00
		Road: Roundabout IP-R3	Southern Roundabout	Roundabout	CS-176-26/26	0	LF	\$ 300.00	\$0.00	\$0.00
		Water: IP-R3	Water	Water line	10"	1130	LF	\$ 150.00	\$8,475.00	\$177,975.00
		Storm Sewer: IP-R3	Storm Sewer	Storm	Varies	1130	LF	\$ 125.00	\$7,062.50	\$148,312.50
		Sanitary Sewer: IP-R3	Sanitary Sewer	Sanitary	8"	1130	LF	\$ 100.00	\$5,650.00	\$118,650.00
		Reclaimed Water: IP-R3	Reclaimed Water	Reclaimed	8"	1130	LF	\$ 85.00	\$4,802.50	\$100,852.50
		ETC: IP-R3	ETC	Elec., Tel., Cable	Primary Trench/Conduit	1130	LF	\$ 175.00	\$9,887.50	\$207,637.50
		ETC: Roundabout IP-R3	ETC, Roundabout IP-R3	Elec., Tel., Cable	Secondary trench/conduit	0	LF	\$ 175.00	\$0.00	\$0.00
		MTEMC Fees	MTEMC Fees	Government Fee	Government Fee - MTEMC	1130	LF	\$ 125.00	\$7,062.50	\$148,312.50
		Streetlights	Streetlights (1 per 200 ft) - Ameron Teardrop	Streetlights	Private Lighting	6	EA	\$ 12,500.00	\$3,750.00	\$78,750.00
		Ldscop: IP-R3	Ldscop - Buffer Landscaping	Buffer	Buffer Landscaping	1	LS	\$ 100,000.00	\$5,000.00	\$105,000.00
		Ldscop: IP-R3	Ldscop - Street Trees	Street Trees	Street Landscaping	57	EA	\$ 500.00	\$1,425.00	\$29,925.00
		Ldscop: IP-R3	Ldscop - Sod / Irrigation (15' strip back of curb)	Sod / Irrigation	Street Landscaping	3767	SY	\$ 10.00	\$1,883.50	\$39,563.50
		Ldscop: Roundabout IP-R3	Ldscop, Roundabout IP-R3	Landscaping	Roundabout Landscaping	1	LS	\$ 100,000.00	\$5,000.00	\$105,000.00
									TOTAL	\$1,497,268.50
SV	IP-R-SV	Infrastructure, Road Project - Stream Valley	Project 3: Road Type #8 from North Roundabout to South Roundabout							
		Road: IP-R-SV	Road Type #8	Edge Street	CS-41.5-33	900	LF	\$ 200.00	\$9,000.00	\$189,000.00
		Bridge: IP-R-SV	Stream Valley Bridge	Bridge	Triple Arch Conspan	1	LS	\$ 1,600,000.00	\$80,000.00	\$1,680,000.00
		Water: IP-R-SV	Water	Water line	10"	900	LF	\$ 150.00	\$6,750.00	\$141,750.00
		Storm Sewer: IP-R-SV	Storm Sewer	Storm	Varies	900	LF	\$ 125.00	\$5,625.00	\$118,125.00
		Sanitary Sewer: IP-R-SV	Sanitary Sewer	Sanitary	8"	900	LF	\$ 100.00	\$4,500.00	\$94,500.00
		Reclaimed Water: IP-R-SV	Reclaimed Water	Reclaimed	8"	900	LF	\$ 85.00	\$3,825.00	\$80,325.00
		ETC: IP-R-SV	ETC	Elec., Tel., Cable	Primary Trench/Conduit	900	LF	\$ 175.00	\$7,875.00	\$165,375.00
		MTEMC Fees	MTEMC Fees	Government Fee	Government Fee - MTEMC	900	LF	\$ 125.00	\$5,625.00	\$118,125.00
		Streetlights	Streetlights (1 per 200 ft) - Ameron Teardrop	Streetlights	Private Lighting	5	EA	\$ 12,500.00	\$3,125.00	\$65,625.00
		Ldscop: IP-R-SV	Ldscop - Street Trees	Street Trees	Street Landscaping	45	EA	\$ 500.00	\$1,125.00	\$23,625.00
		Ldscop: IP-R-SV	Ldscop - Sod / Irrigation (15' strip back of curb)	Sod / Irrigation	Street Landscaping	3000	SY	\$ 10.00	\$1,500.00	\$31,500.00
									TOTAL	\$2,707,950.00
									TOTAL	\$7,795,378.50

CHADWELL INFRASTRUCTURE PROJECT SUMMARY (IP-#)

Franklin, Tennessee | CHADWELL

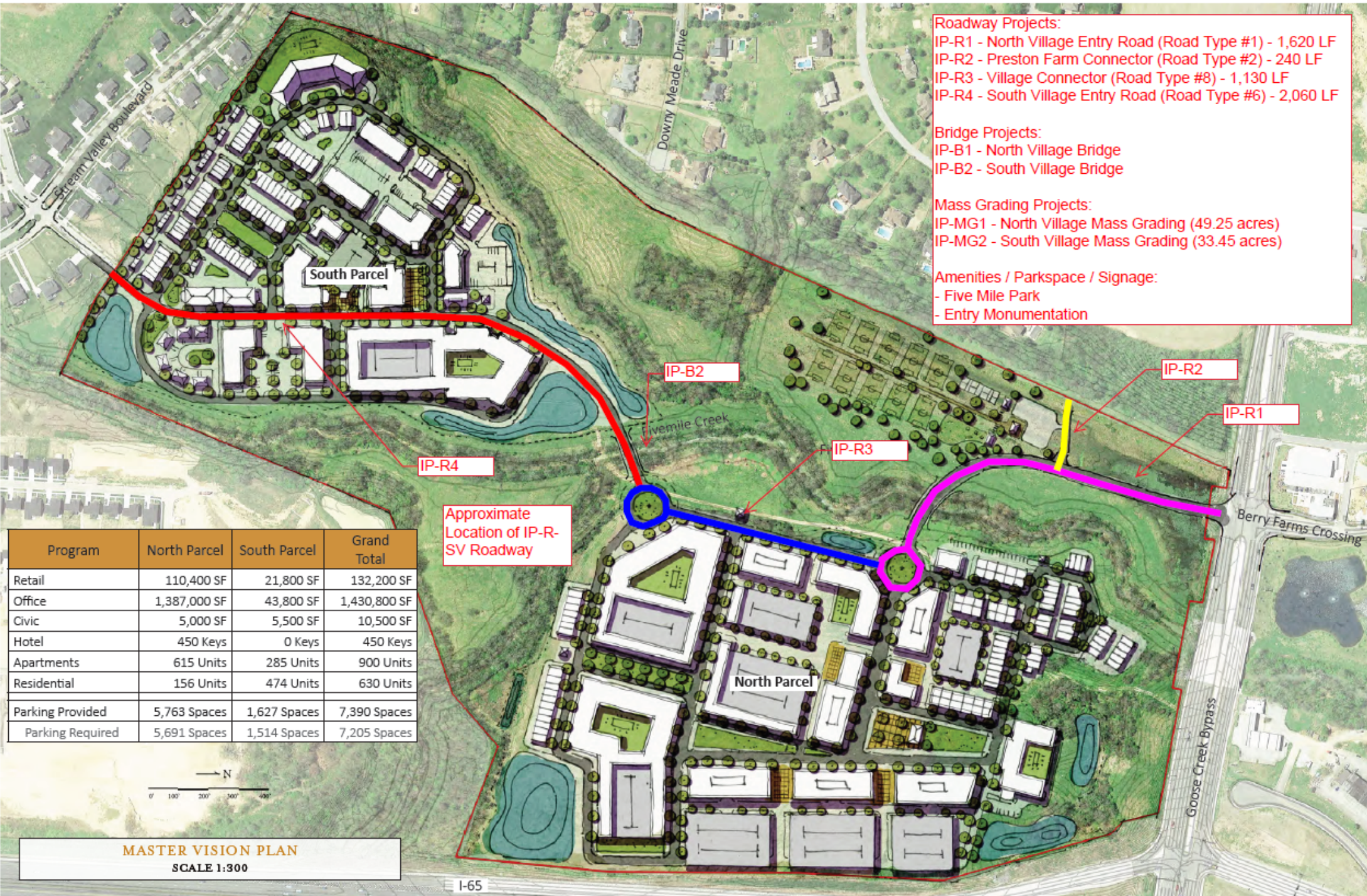


Exhibit F – Stream Valley Petition

From: [Greg Gamble](#)
To: [Adam Ballash](#)
Subject: Fwd: Stream Valley Petition started
Date: Tuesday, July 28, 2020 7:45:35 AM

Adam
Please let me know a time to call you.

Greg

Sent from my iPhone

Begin forwarded message:

From: "Alexandra Farias (GDL)" <alexandra.farias@flex.com>
Date: July 28, 2020 at 7:26:59 AM CDT
To: Greg Gamble <greg.gamble@gdc-tn.com>, Jeff Rosiak <jeff@gdc-tn.com>
Cc: Lindsay Rackley <lindsay@gdc-tn.com>
Subject: Stream Valley Petition started

Hi guys, good morning – we had a neighbor who started the below petition without checking with anyone – now, it is aligned to the concerns presented during the live meeting where the 3rd. entrance was the main topic/concern, don't want you to be taken by surprise – the below was triggered just last night and it is close to the 100 signatures.

Please let me know your thoughts on this.

Stream Valley is a wonderful neighborhood, with conscientious and caring residents, who take pride in our homes and the strong community feel of our neighborhood. We are not anti-growth, but are supporters of smart, planned urban development that strongly considers the wellbeing of existing and established neighborhoods.

We feel that even though there has been neighborhood engagement from the Developers of Chadwell and from Boyle Investments, a few of the proposed developments have left many residents in Stream Valley feeling concerned that our best interests are not being taken into consideration. In an effort to maintain the growth of our property values and the peaceful nature of our neighborhood, we would like to address our concerns to the Developers and the City of Franklin.

We would request the following:

1. First and foremost that the proposed exit to connect the rear/East of Stream Valley to the North parcel of Chadwell, would go through.

- This will help to eliminate the heavy traffic on SVB. Due to the lack of exits currently out of Stream Valley, there is already a lot of traffic on the Boulevard, which is also used by pedestrians and families. An exit in the vicinity of the densely populated part of the neighborhood is vital for traffic flow.
- We believe this also aligns with the proposal from the Fire Marshal giving people an easy exit in an emergency. Currently, in the event of an emergency, the flow of traffic would create a bottleneck at the front of the neighborhood. The rear/East exit would provide dispersal of traffic, and reduction of traffic volumes on the collector roads.

2. Construction on Chadwell to be started from the North end of the development, with the North Parcel, and that Stream Valley Blvd is not used at any time as a construction access point into Chadwell.

- If construction starts on the North parcel, it will also provide the exit for the rear/East section of Stream Valley.
- Having a greater window of time before construction starts on the south parcel allows residents in Stream Valley, who will back on to Chadwell, the chance to establish greater privacy through the planting of trees and other landscaping.
- The roads of Stream Valley are already often covered with construction debris, waste, rocks, clumps of clay and dirt just from the construction in our own neighborhood. Making Stream Valley Blvd the new construction entrance to Chadwell will significantly affect driving, bicycle traffic and the area that many kids and families from the neighborhood play and walk through on a daily basis.
- Having constant construction vehicles coming through Stream Valley is a disturbance to the peace and changes the entire feeling of a neighborhood. In order to maintain quality of life and safety of new and existing residents we request to not take on another neighborhood's construction traffic.
- Stream Valley Boulevard already shows the signs of wear and tear from construction in our neighborhood and the Boulevard has sunk in many places due to the consistent heavy vehicles. We have also had multiple places where the curbs have been cracked and landscaping destroyed from construction trucks and never fixed. All of this detracts from the initial impression when entering our neighborhood.

3. The proposed Streamside Lane entrance into the South of Chadwell is not a "through road" but a walking/bicycle track.

- Connecting Streamside Lane through to Chadwell doesn't seem to

benefit the residents of Stream Valley in any way. As much as another exit is needed, having an exit that close to the existing front entrance/exit is not of any benefit to Stream Valley. We need an exit in the back.

- The exit we have proposed at the rear/East side of Stream Valley will handle the majority of traffic from that section of the neighborhood. The South side of the neighborhood has the new entrance at Stream Valley Farms and then the Boulevard Entrance serves the rest neighborhood.
- Connecting Chadwell to Streamside Lane will mean that when residents or people working in Chadwell need to head south, instead of going north through Chadwell to Goose Creek Pkwy and down the I65 or Lewisburg Pk, they will use Stream Valley as the "easy route" thoroughfare to cut through and get out onto Lewisburg Pk. Again, this will effect the nature of our Neighborhood by significantly increasing traffic from non residents.
- The current 4-way stop at Streamside Ln and Stream Valley Blvd already has problems with people (majority construction/and trades) ignoring the signs and speeding through the intersection. (To the point where the police can often be observed issuing tickets to violators). The increase of people with no ownership in the neighborhood and therefore less regard for our neighborhood, increases safety concerns for the families that walk around here daily.
- Stream Valley Boulevard has already witnessed a dramatic increase in traffic, in terms of our own new construction. On a number of occasions curbs and landscaping has been taken out by vehicle traffic, which raises concerns for adding further traffic. Who would be be responsible to fix or pay for damages to landscaping or curbs from constructions traffic or residents of Chadwell if the individual does not report the damages?

For the foregoing reasons, we urge you to evaluate the need to add the rear/East exit to connect Stream Valley and Chadwell, plan the timing of the Chadwell development stages so that it achieves maximum benefit and the least disruption to existing neighborhoods. We look to improve the quality of life for our own residents by reducing traffic, improving safety, and expanding the opportunity to enjoy our wonderful neighborhood.

Kind regards

Alex

Legal Disclaimer :

The information contained in this message may be privileged and confidential. It is intended to be read only by the individual or entity to whom it is addressed or by their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete or destroy any copy of this message!



September 25, 2020

Mr. Paul Holzen
109 3rd Avenue South
Franklin, TN 37064

RE: Berry Farms - Chadwell PUD Subdivision – Collector Roadway Request

Dear Paul,

According to the City of Franklin, their long-term land use plan (i.e. Envision Franklin) used to establish growth patterns “articulates the long-term vision of the kind of places that Franklin’s residents, businesses, and institutions want for their future. The Plan provides policies that reinforce this collective vision by directing future development in a way that strengthens the City and creates exceptional places for people.” Furthermore, the Plan spells out a Vision that establishes Franklin as a connected community of vibrant neighborhoods and exceptionally designed places to foster continued economic vitality. The Plan then establishes eight guiding principles that “define the vision and reflect the desired planning practices.” These eight themes include:

1. Managed Growth
2. Economic Vitality
3. Vibrant Neighborhoods
4. Historic Preservation
5. Natural Beauty
6. Exceptional Design
7. Connected Community
8. Context-Responsive Infill

The revision to the Chadwell Development Plan speaks to and accomplishes the majority of the goals listed above. More specifically, Chadwell speaks to the exact style and location of development called out in Envision Franklin, when the Plan asks for – Regional commercial and employment centers focused along regional transportation facilities and at intersection of arterial streets, with more compact land-use patterns to support the efficient use of resources and alternative transportation.

Chadwell will include a regional roadway connection from Goose Creek Bypass, through the heart of the of the proposed development, to the existing Stream Valley development. This roadway connection provides an alternate and parallel (to Lewisburg Pike) route from Stream Valley and Southbrooke and other parts of southern Franklin and Williamson County to the Goose Creek Bypass and I-65 Interchange. The proposed roadway is anticipated to carry over 27,000 AADT. Per Table 2.3 (1) “Street Standards – General Parameters” from the Technical Street Standards, the total volume of

Collector Road classifications range from 5,000-20,000 AADT. This roadway will serve adjacent projects, serve as the new hub of south Franklin, and will serve regional commerce per Envision Franklin. Envision Franklin defines a regional commerce center, and further explains:

“Interchange locations are limited in number and should be efficiently planned to capitalize on economic development and revenue-producing potential. Infill buildings and parking structures are encouraged to replace existing surface parking lots. Sufficient transportation and transit infrastructure is needed to accommodate the increasing travel demands created by these land uses.”

In addition, the original Berry Farms PUDs and master plans, and the previous City of Franklin Major Thoroughfare Plan specifically call for these roadways to be collector roadways. The road will be built to City of Franklin Collector Road standards, and meets the objective criteria established by the City of Franklin for classification of roadways based on design, volume and use. Furthermore, the proposed roadway clearly meets the definition of a Collector Roadway as defined in the City of Franklin:

2.2.2(3) STREET CLASSIFICATION AND RIGHT-OF-WAY:

(3) Collector Streets

Collector streets are intended to primarily serve slow to moderate traffic speeds and volumes and to distribute traffic from the arterials throughout the City to other collectors, arterials and local streets.

Collector streets shall provide both land access service and traffic circulation within residential neighborhoods and commercial and industrial areas. Collector streets will be classified as either Major Collectors (further broken down to commercial/industrial or residential), or Minor Collectors depending upon expected traffic usage and adjoining property access. Major Collector streets may have limited driveway access to maintain the street's ability to achieve a safer and efficient traffic flow.

*EPHASIS BY APPLICANT

For these reasons, as well as comparisons to how Cool Springs was developed 20 years ago by Hines Development, and how Carothers Parkway was classified for fee offsets, we recommend this roadway be classified and constructed per Collector Road standards and that a Road Impact Fee Offset agreement for collector road impact fees be approved for the design and construction of this proposed roadway.

For reference, a site plan of the development has been attached to this letter outlining the limits of the proposed collector road. If you have any questions, please contact me at (615) 564-2876 or ryan.mcmaster@kimley-horn.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan McMaster', with a stylized flourish at the end.

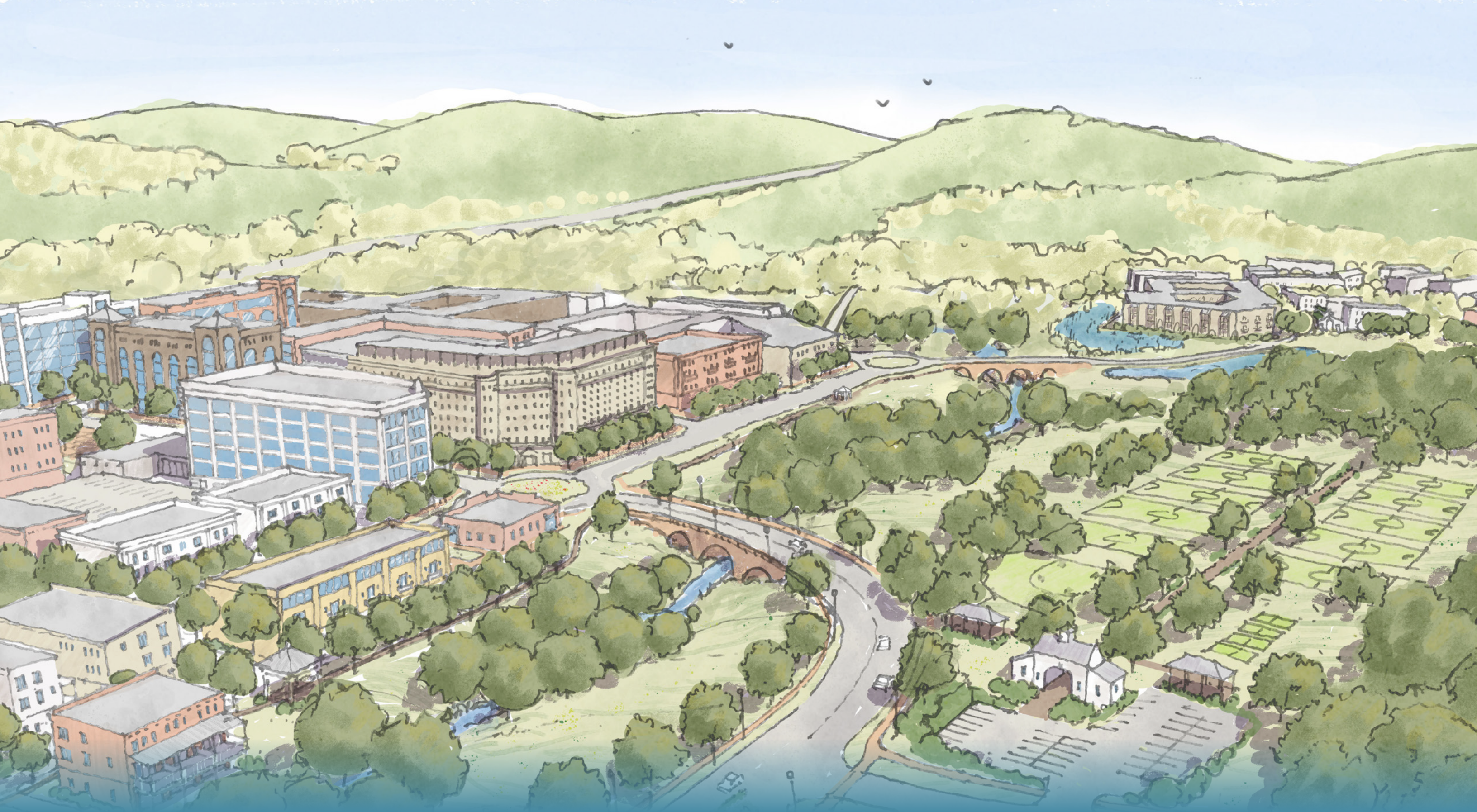
Ryan McMaster, PE

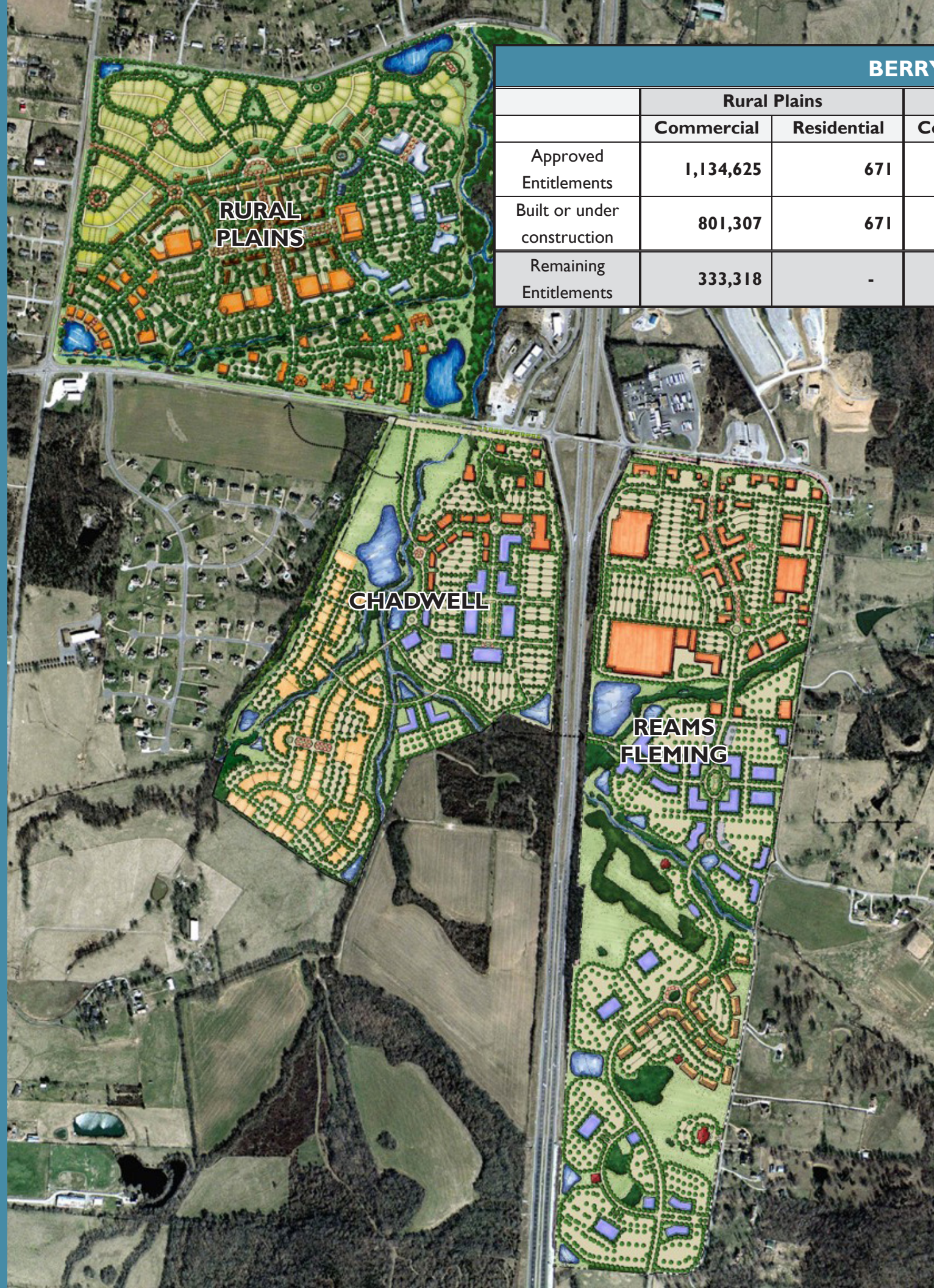


Program	North Parcel	South Parcel	Grand Total
Retail	110,400 SF	21,800 SF	132,200 SF
Office	1,387,000 SF	43,800 SF	1,430,800 SF
Civic	5,000 SF	5,500 SF	10,500 SF
Hotel	450 Keys	0 Keys	450 Keys
Apartments	615 Units	285 Units	900 Units
Residential	156 Units	474 Units	630 Units
Parking Provided	5,763 Spaces	1,627 Spaces	7,390 Spaces
Parking Required	5,691 Spaces	1,514 Spaces	7,205 Spaces



Revision Date	
△	
△	
△	
△	





BERRY FARMS CURRENTLY APPROVED								
	Rural Plains		Chadwell		Reams Fleming		Total	
	Commercial	Residential	Commercial	Residential	Commercial	Residential	Commercial	Residential
Approved Entitlements	1,134,625	671	1,563,000	100	2,212,700	400	4,910,325	1,171
Built or under construction	801,307	671	-	-	733,619		1,534,926	671
Remaining Entitlements	333,318	-	1,563,000	100	1,479,081	400	3,375,399	500

- BERRY FARMS**
RURAL PLAINS (PARTIALLY CONSTRUCTED)
- CHADWELL (CURRENTLY VACANT)**
- REAMS FLEMING (PARTIALLY CONSTRUCTED)**



BERRY FARMS CHADWELL





BERRY FARMS CHADWELL



Plan graphic and specific entitlements for north and south villages are illustrative. Overall entitlements may be reasonably shifted from north village to south village and from south village to north

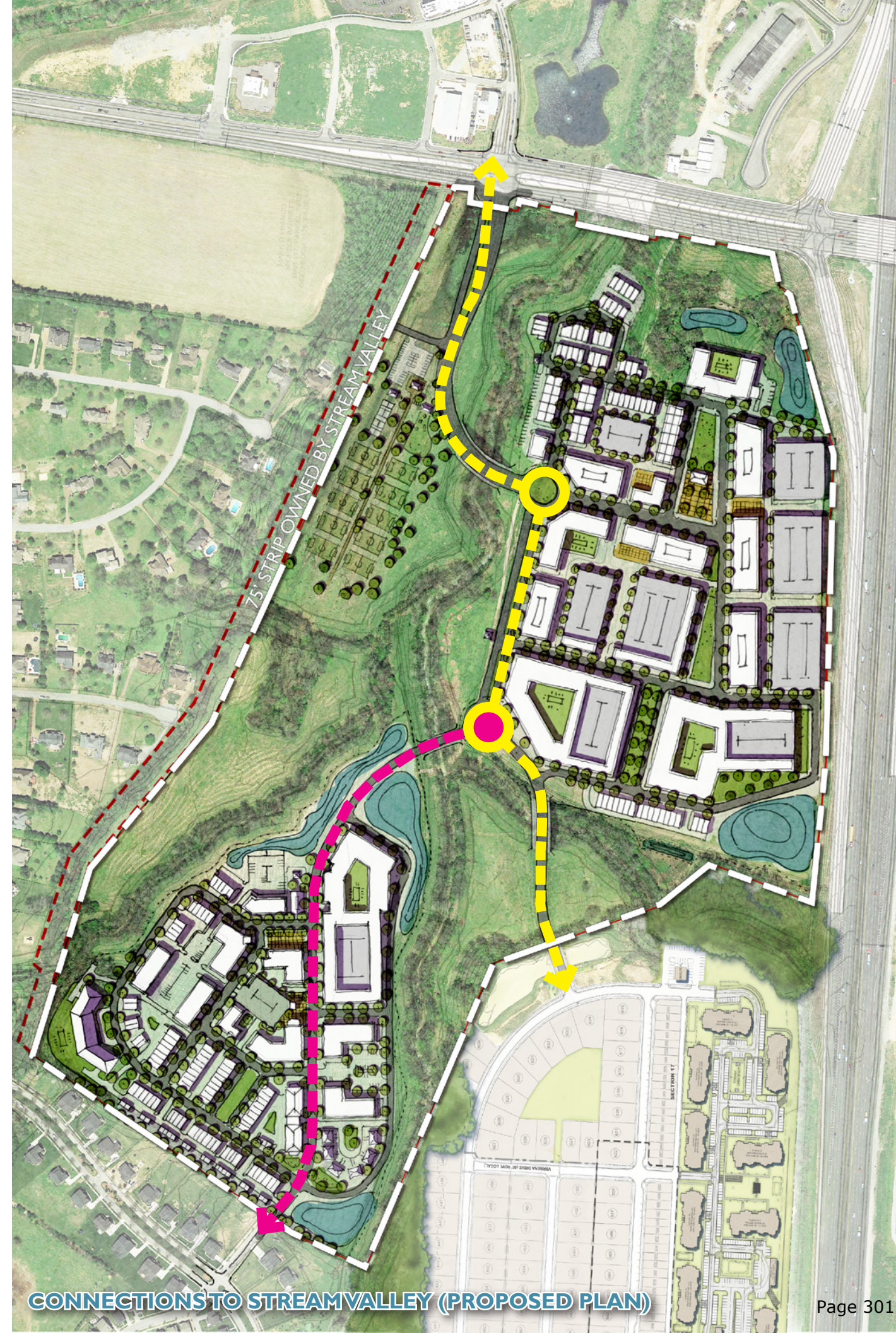
CHADWELL PROPOSED DEVELOPMENT PROGRAM			
	CHADWELL NORTH	CHADWELL SOUTH	TOTALS
COMMERCIAL (SF)	1,497,400	65,600	1,563,000
CIVIC (SF)	5,000	5,500	10,500
HOTEL (KEYS)	450	0	450
ASSISTED LIVING	0	120	120
MULTI-FAMILY	771	759	1,530



BERRY FARMS CHADWELL



CONNECTIONS TO STREAM VALLEY (PREVIOUS PLAN)



CONNECTIONS TO STREAM VALLEY (PROPOSED PLAN)



WHAT IS A COLLECTOR ROAD?

2.2.2(3) STREET CLASSIFICATION AND RIGHT-OF-WAY:

(3) Collector Streets

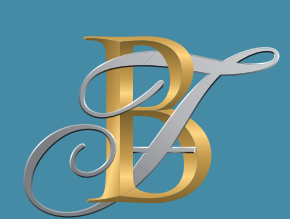
Collector streets are intended to primarily serve slow to moderate traffic speeds and volumes and to distribute traffic from the arterials throughout the City to other collectors, arterials and local streets.

Collector streets shall provide both land access service and traffic circulation within residential neighborhoods and commercial and industrial areas. Collector streets will be classified as either Major Collectors (further broken down to commercial/industrial or residential), or Minor Collectors depending upon expected traffic usage and adjoining property access. Major Collector streets may have limited driveway access to maintain the street's ability to achieve a safer and efficient traffic flow.

**EMPHASIS BY APPLICANT*

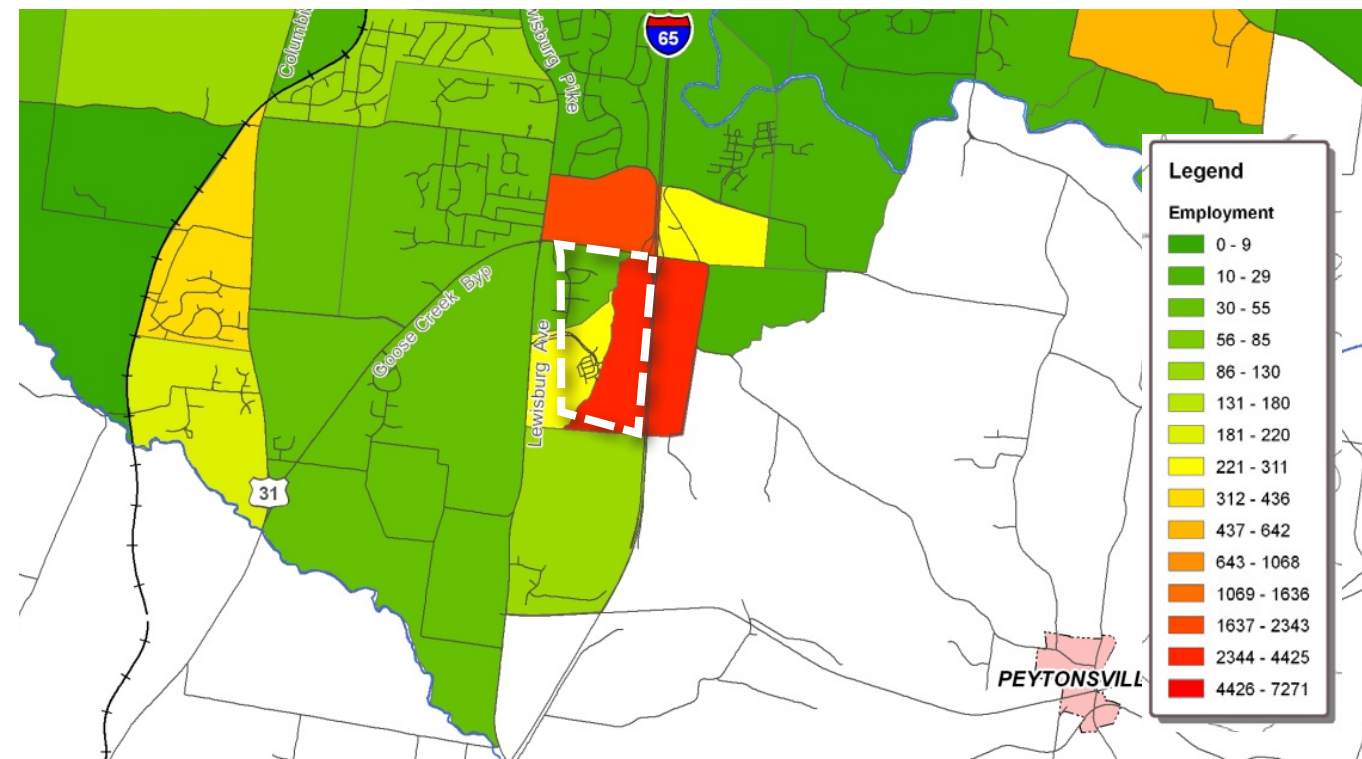
AVERAGE DAILY TRIPS

COF STREET STANDARDS FOR COLLECTOR ROAD RANGES FROM 15,000-20,000 ADT



PREVIOUS CITY OF FRANKLIN MAJOR THOROUGHFARE PLAN

ADOPTED: SEPTEMBER 23, 2010



2035 PROJECTED EMPLOYMENT



APPENDIX F - EXISTING AND PROPOSED FUNCTIONALLY CLASSIFIED



CITY OF FRANKLIN
Major Thoroughfare Plan

PROJECT NUMBER: 69

PROJECT DESCRIPTION

Road: Chadwell Connector

Termini: Goose Creek Bypass (SR 248) to Lewisburg Pike Connector

Length: 1.3 miles

Improvement: New 2 lane road

Functional Class: Minor Collector

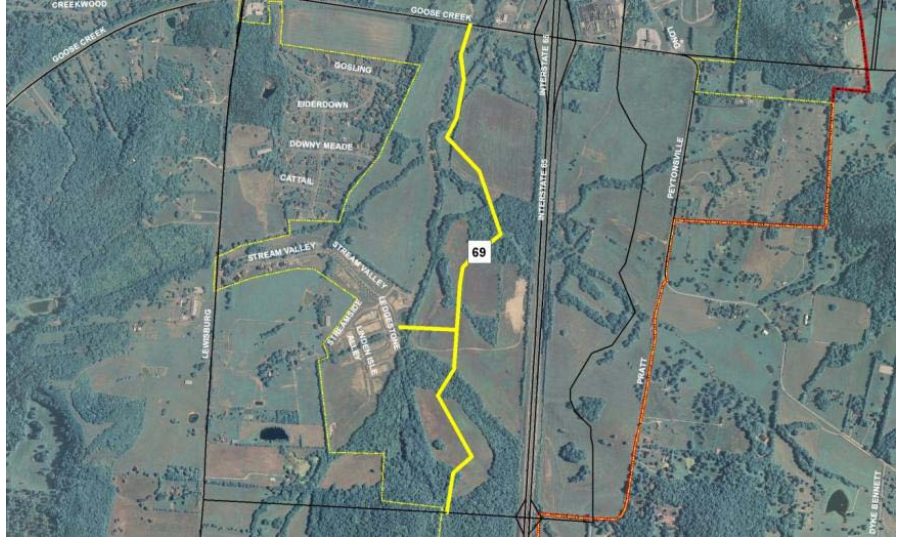
2008 LOS: N/A

2035 LOS (E+C): N/A

2035 LOS (E+C+I): A

Priority: Long Term

ESTIMATED COST: \$6,500,000



WilburSmith
ASSOCIATES

A103

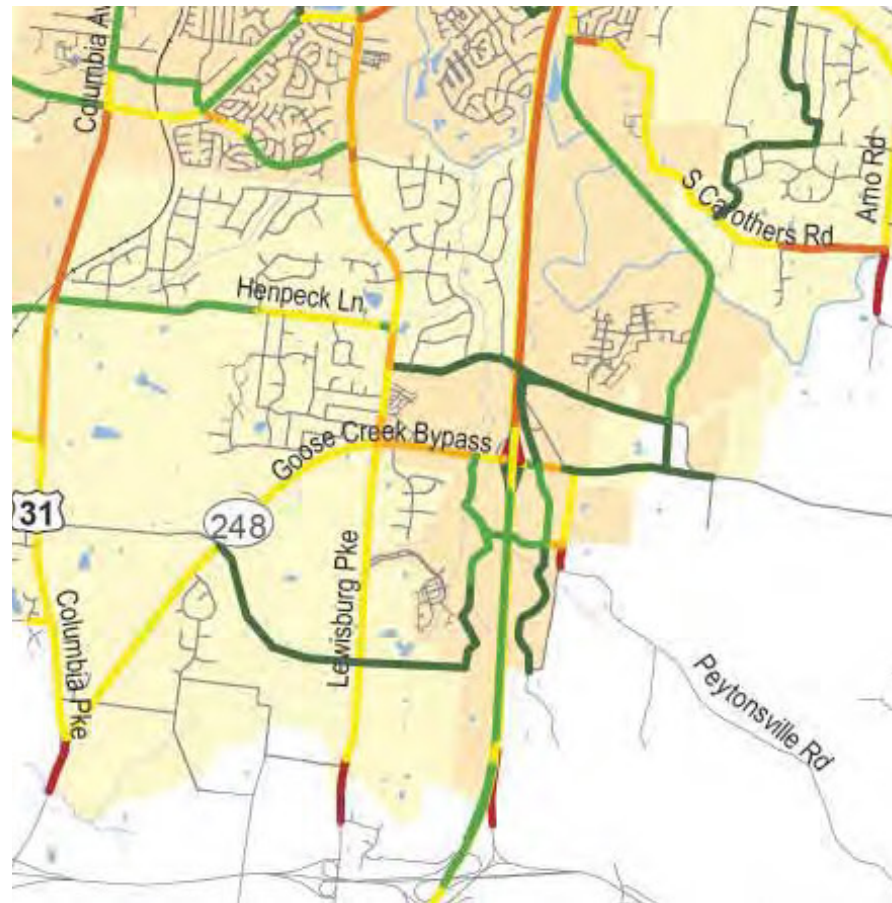
CHADWELL CONNECTOR PROJECT SHEET



CURRENT CONNECT FRANKLIN: A COMPREHENSIVE TRANSPORTATION NETWORK PLAN

ADOPTED: AUGUST 2016

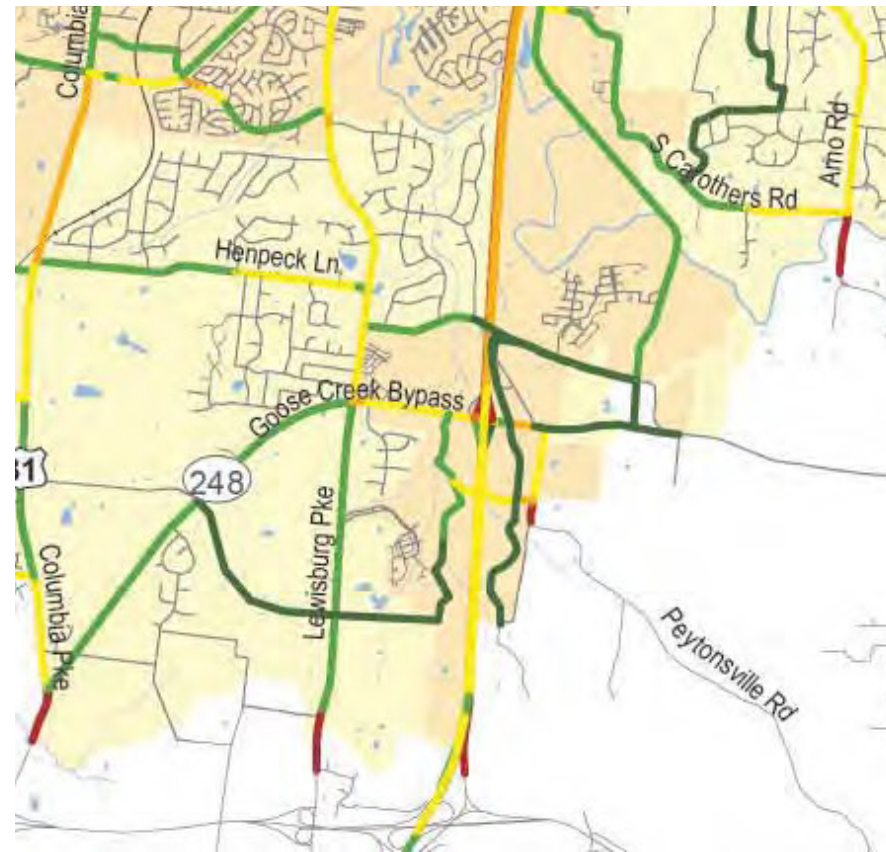
FIGURE 3.12: 2040 PROPOSED NETWORK AM LOS



Level of Service

- A
- B
- C
- D
- E
- F
- City
- Franklin UGB

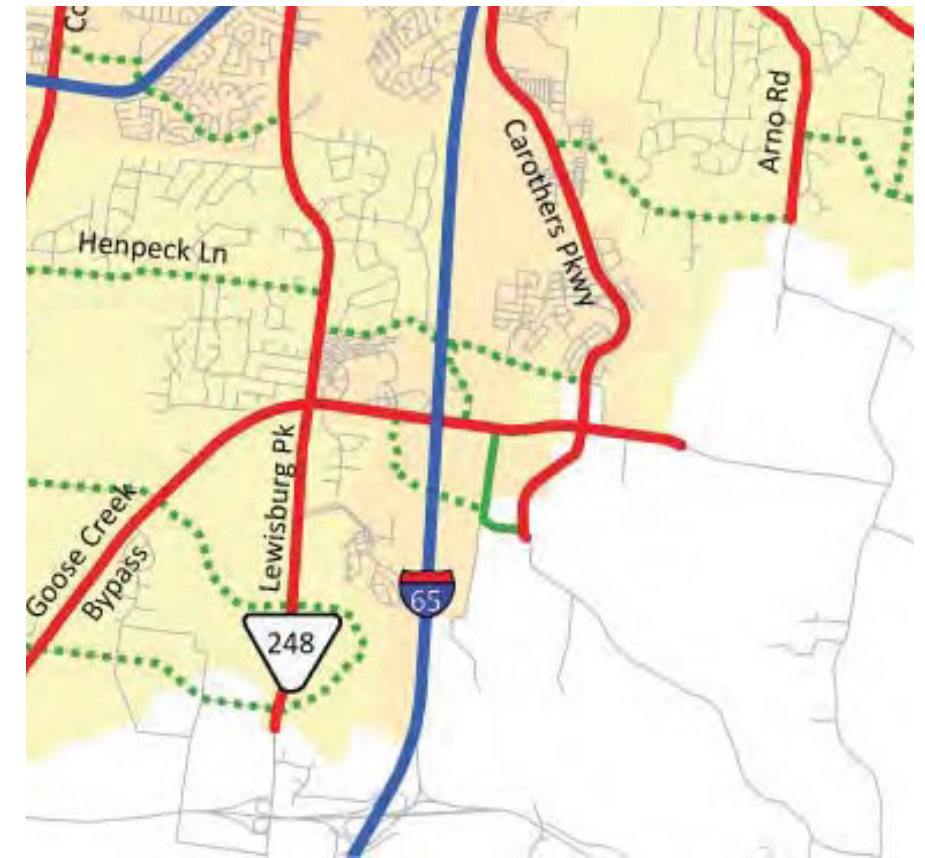
FIGURE 3.13: 2040 PROPOSED NETWORK PM LOS



Level of Service

- A
- B
- C
- D
- E
- F
- City
- Franklin UGB

FIGURE 3.14: PROPOSED ROADWAY CLASSIFICATION



LEGEND

- Freeway/Expressway
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- City Limits
- Franklin UGB



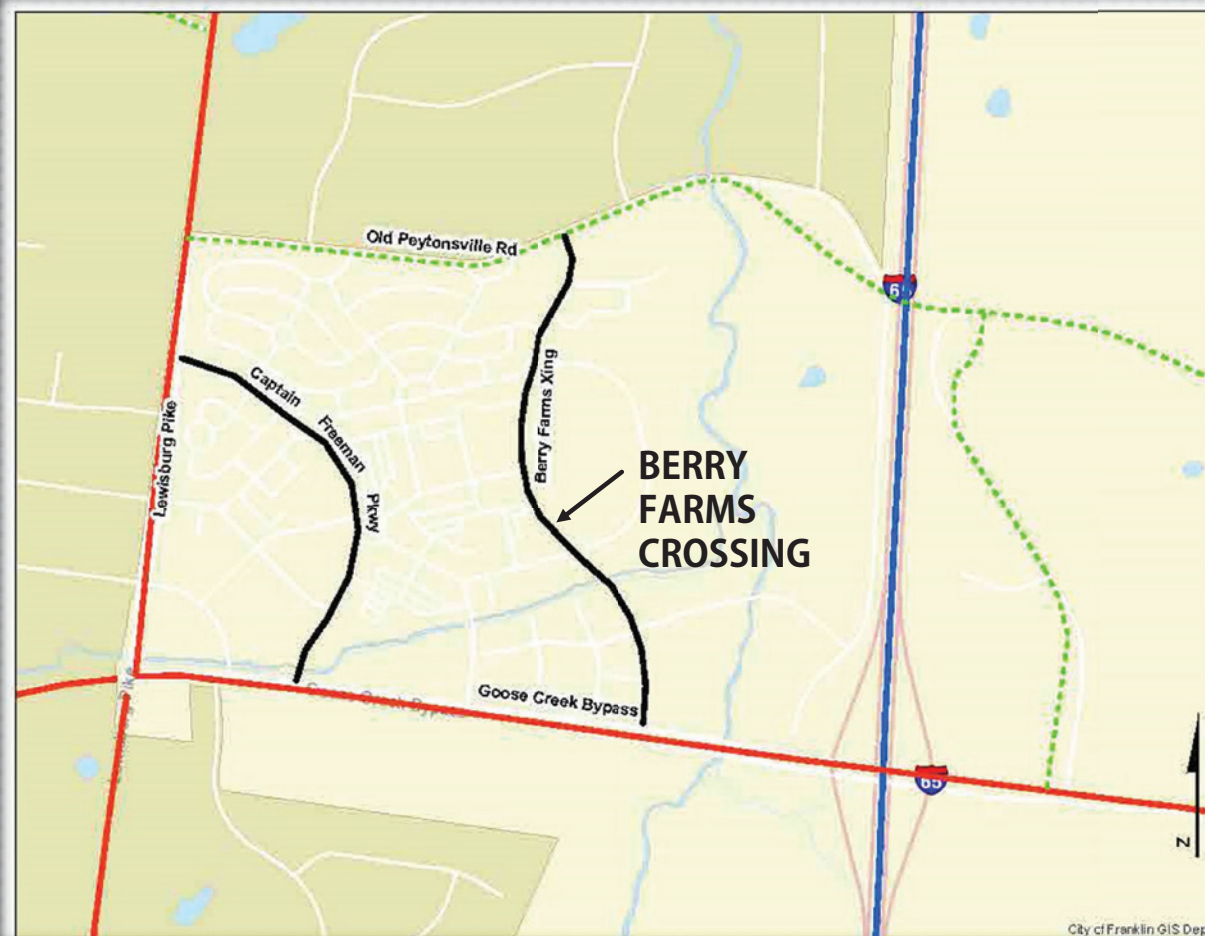
CITY OF FRANKLIN

COOL SPRINGS Transportation Network Study



EXCERPTS FROM THE COOL SPRINGS TRANSPORTATION NETWORK STUDY

AUGUST 25, 2020 BOMA WORKSESSION MEETING



Berry Farms Crossing

- DOES NOT benefit the overall service area
- Distributes traffic to a variety of arterial, collector, local streets, businesses and residential units
- Lower vehicular mobility with high degree of access
- Posted Speed = 25 MPH
- 2~12' wide lanes.
- Some intersections are designed as traffic circles vs. roundabouts.



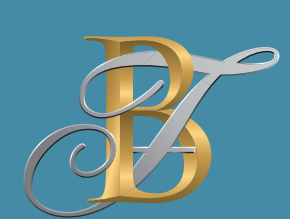


BERRY FARMS CHADWELL

CHADWELL PHASING:

- Assumes that all infrastructure improvements required by other developments are completed prior to Chadwell being fully developed.
- Goose Creek Bypass and Berry Farms intersection improvements may be phased
- Signal timing will be adjusted at Goose Creek Bypass and Berry Farms intersection if phased.
- Proposed collector road is to be built at Phase I
- Streamside Lane connection and Stream Valley Blvd/Lewisburg Pike improvements to be completed in conjunction with the initial phase of the Chadwell South Parcel

0' 100' 200' 300' 400'



BERRY FARMS: A REGIONAL ECONOMIC ENGINE

BENEFITS TO THE CITY OF FRANKLIN:

- 4.9M SF Non-Residential Uses
- Approximately 24,400 Jobs
- Annual Recurring Tax Contribution: \$42,998,038
 - \$21,600,000 Property Taxes
 - \$19,700,000 Retail Sales Tax
 - \$1,600,000 Hotel Occupancy Tax

One-Time Fees: \$94,529,047 (not including water/sewer impact fees)

- \$8,096,790 School Impact fees (Chadwell Only)
- \$6,154,720 Parkland Impact fees (Chadwell Only)
- \$61,239,595 Road Impact Fees (\$36.4M arterial, \$24.8M collector)
- \$9,237,542 COF Facilities Tax
- \$9,800,400 Williamson County Privilege Tax

Chadwell Impact Fees: \$38,041,932 Not including water/sewer impact fees and facilities tax

- \$8,096,790 School Impact fees
- \$6,154,720 Parkland Impact fees
- \$23,790,422 Road Impact fees (\$14.1M arterial, \$9.6M collector)

Notes:

- Assumes 5 jobs per 1,000 sf of commercial space.
- For conservative approach assumes all retail and no restaurant based on above retail total sf.
- Chadwell Residential numbers assume 120 senior living units as residential units.



BERRY FARMS CHADWELL



CHADWELL COLLECTOR ROAD:

- **BENEFITS THE OVERALL SERVICE AREA**
- **DISTRIBUTES TRAFFIC TO GOOSE CREEK BYPASS (MAJOR ARTERIAL) AND INTERSTATE 65 (FREEWAY/ EXPRESSWAY) AS SHOWN IN 2010 MAJOR THOROFARE PLAN AND CONNECT FRANKLIN**
- **GOOD BALANCE BETWEEN VEHICULAR MOBILITY AND ACCESS**
- **POSTED SPEED OF 30 MPH**
- **AVERAGE DAILY TRIPS: 27,000 (COF STREET STANDARDS FOR COLLECTOR ROAD RANGES FROM 15,000-20,000 ADT)**
- **3 & 4 (12') WIDE LANES PER COF COLLECTOR ROAD STANDARDS**



BERRY FARMS CHADWELL



OUR COMMITMENT:

- 1. CONSTRUCT COLLECTOR ROAD IN THE FIRST PHASE**
- 2. BUILD THE COLLECTOR TO CITY OF FRANKLIN STREET STANDARDS**
- 3. USE AS CONSTRUCTION ACCESS**

RESOLUTION 2020-205

A RESOLUTION TO REJECT A REQUEST FROM BOYLE INVESTMENT COMPANY TO RECLASSIFY A ROADWAY WITHIN THE CHADWELL DEVELOPMENT AS A COLLECTOR ROADWAY

WHEREAS, on July 28, 2020, City staff received a formal request from Boyle Investment Company to reclassify a roadway within the Chadwell Development as a Collector Roadway; and

WHEREAS, it is the function and duty of the Board of Mayor and Aldermen to allocate funding and prioritize capital project within the City of Franklin, TN; and

WHEREAS, on May 9, 2017, the Board of Mayor and Aldermen approved Ordinance 2017-02 updating the arterial impact fees and establishing new collector impact fees; and

WHEREAS, impact fees are used to finance arterial and collector roads and expand the capacity of the arterial and collector road system within their designated services areas; and

WHEREAS, arterial and collector roads shall generally comply with City of Franklin Transportation and Street Technical Standards and shall provide a regional benefit to the service area; and

WHEREAS, the proposed roadway network, within the Chadwell Development, benefits a limited area, to include the Chadwell Development and the Stream Valley Development and does not provide an overall benefit to the collector service area.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS: The roadways within the proposed Chadwell Development **DO NOT** provide a regional benefit to the overall collector services area and the request to reclassify roadways within the Chadwell Development is hereby rejected.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Sauna R. Billingsley
City Attorney



File #: 20-01106

DATE: September 10, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-181, A Resolution Approving The Project Partnership Agreement, COF Contract No. 2020-0071, Between The Department Of The Army And City Of Franklin, Tennessee, For The Harpeth River Flood Risk Management Project. (U.S. Army Corps Of Engineers Home Raising Program)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT Resolution 2020-181, a Resolution approving the Project Partnership Agreement, COF Contract No. 2020-0071, between the Department of the Army and City of Franklin, Tennessee, for the Harpeth River Flood Risk Management Project (U.S. Army Corps of Engineers Home Raising Program).

BACKGROUND/STAFF COMMENTS:

Approval of a Project Partnership Agreement (PPA), COF Contract No. 2020-0071, between the Department of the Army, represented by the United States Army Corps of Engineers (USACE), and City of Franklin is the next step to move the home raising program into the next phase. Below is the history associated with the Project:

1) June 13, 2013 - The USACE, City of Franklin, Metropolitan Nashville and Davidson County, City of Brentwood, and Williamson County signed an initial Feasibility Study Agreement to analyze alternative flood risk management options. The feasibility study evaluated numerous flood risk management options and provided an analysis of cost and benefits associated with various projects. The USACE determined that one project was considered economically justified, that being a home raising program in Franklin, TN.

2) September 12, 2016, - The City of Franklin entered in to a second agreement with the USACE to fully develop the flood risk management project/home raising program.

3) July 10, 2018, - The Board of Mayor and Aldermen approved Resolution 2018-53, "A Resolution Authorizing Staff to Proceed with the Home Raising Project Developed by the United States Army Corps of Engineers as part of the Harpeth River Feasibility Study".

4) April 23, 2019 - The Board of Mayor and Aldermen approved Resolution 2019-53, agreeing to participate in the project as the Non-Federal Sponsor, with the source funding for the project being:

the USACE agrees to pay for 65% of the construction, temporary relocation, and project administration costs, and the 35% of remaining Non-Federal Sponsor project costs are split 50/50 between the City of Franklin and eligible home raising property homeowner (65% USACE / 17.5% City of Franklin / 17.5% homeowner).

5) August 13, 2019 - The Board of Mayor and Aldermen adopted the FY2019-2028 Capital Investment Program (CIP) per Resolution 2019-68, fully funding the home raising program (USACE's Harpeth River Flood Risk Management Project)

6) September 3, 2019 - The USACE finalized and submitted their Harpeth River Franklin, Tennessee Flood Risk Management Detailed Project Report to the Department of the Army's Division Commander, which explained the history and scope of the project, being listed as flood risk management features consisting of voluntary floodproofing of eligible homes, using methods involving alterations, modification, and raising the homes in place, out of the floodplain, and approved on September 6, 2019, allowing federal funding to be allocated towards the project.

As stated above, the next step associated with this project is approval of the PPA. The PPA is a standard format contract developed by the USACE that outlines the cost share/contributions of both the USACE and City of Franklin for the home raising construction and project administration. Following the PPA, the City, USACE and Eligible homeowners can enter into a Flood Proofing Participation Agreement (FPPA). The FPPA gives the specific program details and requirements of all parties. A separate FPPA will need to be executed with each participating homeowner after they obtain an approved contractor proposal. Included within the FPPA is the requirement for the homeowner to reimburse/contribute 17.5% of the project costs to the City of Franklin. But, the specific details of how the contribution is handled is not included. In order to create the mechanism for the City of Franklin to receive the homeowner's 17.5% contribution, staff developed a third agreement between the City of Franklin and homeowner called the Harpeth River Home Raising Funding Agreement. In general, it states the homeowner must submit their full 17.5% portion to the City of Franklin before construction can commence. This is to make sure the City of Franklin has the required total 35% Non-Federal Sponsor project cost share available to send to the USACE. Following BOMA approval of the PPA, the USACE and City of Franklin will hold a meeting with the eligible homeowners to discuss the formal construction process. The general project details below will be explained in depth:

- This program is sponsored by the City of Franklin and administered through the USACE, as part of a Project Partnership Agreement for design and construction of the project.
- This is a VOLUNTARY PROGRAM for the eligible 35 homes.
- Eligible homes are raised three (3.0) feet above the base flood elevation (100-Yr. Storm Event), following the City's Zoning Ordinance requirements.
- The USACE individually justified the 35 homes based on the flood damages they are experiencing (amount & frequency) and the cost to protect (cost of raising). They surveyed each structure's first floor elevation.
- The preliminary cost estimate provided by the USACE is \$4,955,750 for all 35 properties. The USACE agrees to pay for 65% of the actual construction, temporary relocation, and project administration costs. The City and homeowner would be responsible for the remaining 35% of required construction funding (17.5% City / 17.5% Homeowner).
- The home construction estimates include the cost of raising the home (by a certified home raiser), the construction of new foundation (cinder block or brick), the reconnection of utilities & duct work, and restoration of landscaping/grass, etc. There is also the cost of temporary housing for up to 3 months. The duration of the temp housing depends on the construction timeframe.
- The homeowner obtains three construction estimates from pre-approved contractor lists provided by the USACE. The homeowner directly hires the construction contractor, but the USACE and City

will review and approve the proposals before work can begin. The goal is to fully assist the homeowner in achieving quality, sustainable flood protection.

- Home raising construction costs are averaging around \$125,000 per house. This estimated total varies because of differing house sizes and layouts, building/foundation types, and the amount raised to meet the 3.0' above base flood elevation (home liftings range from 2.73' to almost 11.0'). More accurate costs will be developed once the homeowner obtains the required three construction estimates. The participating homeowner would also have additional administrative costs, required by the USACE, and a 24% construction contingency added to cover any approved construction overruns.
- Depending upon how many eligible homeowners participate, and how many homes that can feasibly be raised each year, the program could last two to three years. With the program being spread over a few years, it gives the homeowners time to acquire the necessary funding. According to the USACE, construction of the first round of home raisings could start as early as Spring of 2021.

The following documents are included for your review:

- Resolution 2020-181
- Law Department approved Project Partnership Agreement (Attachment A to Resolution 2020-181)
- Draft Flood Proofing Participation Agreement – This will be brought to the Board at a later date for approval
- Draft Harpeth River Home Raising Funding Agreement – This will be brought to the Board at a later date for approval

FINANCIAL IMPACT:

Per PPA Article VI – Payment of Funds: Construction costs are projected to be \$4,955,750 if all 35 eligible homeowners participate, with the Corps share of such costs projected to be \$3,221,237.50 (65%) and the Non-Federal Sponsor's (City of Franklin/Homeowner) share of such costs projected to be \$1,734,512.50 (35%). These amounts are estimates only and are subject to be updated once we have actual contractor estimates in place.

The above Non-Federal Sponsor estimate of \$1,734,512.50 will be split 50/50 with the homeowners. The approved City of Franklin CIP budget for FY2021-2022 is \$700,000. As of August of 2020, 22 of the 35 eligible homeowners have expressed interest in participating within the program. It is anticipated that additional city funding would be needed if all 35 eligible homeowners participate in this project.

Once the PPA is fully executed, the City will be required to submit to the Corps an initial payment totaling \$35,372.83 within 60 days. The Corps already has \$100k allocated in this fiscal year for preconstruction administration items. Funding for the city's portion of the project is allocated from the General Fund/Capital Bonding, as approved per Resolution 2019-68 (the adopted FY 2019-2028 CIP).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-181.

HARPETH RIVER, FRANKLIN, TENNESSEE
SECTION 205 FLOOD RISK MANAGEMENT
FLOOD PROOFING PARTICIPATION AGREEMENT

THIS AGREEMENT, by and between the Department of the Army, represented by the Nashville District Corps of Engineers, acting through its Chief of Real Estate Division (hereinafter the "Corps"), the City of Franklin, Tennessee, acting through its Mayor (hereinafter the "City") and XXXXX X. XXXXXX and wife XXXXX X. XXXXXX (Owners),

WHEREAS, the Department of the Army and the City of Franklin entered into a project partnership agreement (hereinafter "PPA") on X XX, 2020, for a flood risk management project on Harpeth River in Williamson County, Tennessee, under authority of Section 205 of the Flood Control Act of 1948, as amended, and the Water Resources Development Act of 1986 (Public Law 99-662); and,

WHEREAS, the PPA sets forth the following cost sharing requirements: the Corps shall contribute 65% and the City shall contribute 35% of the total project costs and,

WHEREAS, in accordance with the PPA, the City shall provide the Corps its share of funds required to implement the project. The Corps shall be responsible for managing the project funds and issuing payments for completed work.

WHEREAS, the Owners' residence at _____ Franklin, TN is eligible for flood proofing under the voluntary non-structural component of said flood risk management project, said residence being located on a tract of land described in a deed from XXXXX X. XXXXXX, dated XXXXX X, 20XX, recorded in Book XXXX, page XXX, in the records of Williamson County, Tennessee; and,

WHEREAS, the Owners shall reimburse the City the 17.5% or contribute 17.5% of total costs associated with flood proofing of their residence as outlined in a separate agreement between the Owners and the City; and

WHEREAS, the Owners wish to participate in the non-structural program and receive the benefits of said flood proofing; and,

WHEREAS the Owners have solicited estimates for performing work identified herein from at least three contractors from a pre-approved list provided to the Owners by the Corps, and have furnished the Corps and the City copies of all such estimates received,

NOW, THEREFORE, it is mutually agreed as follows:

1. The Owners agree to raise-in-place, consistent with approved building codes and the Harpeth River Flood Risk Management Project Homeowner Guide, the first habitable floors of the above identified residence a minimum of XXX feet above the present elevation, by the addition of

foundation blocks in a manner which will permit the movement of flood waters beneath the structure to equalize hydrostatic pressures.

2. The Owners agree to execute a recordable instrument which will provide that no part of the raised structure below the level of the first habitable flood will be subsequently converted to a living area for human habitation, or otherwise altered to impede the movement of waters beneath the structure.

3. The Owners agree to allow the City or their authorized representative access to their land and residence at all reasonable times to ensure that this agreement is in compliance with by the Owners, their heirs and assigns.

4. All work shall be completed within 6 months from the date of this agreement. Upon completion of the work as set forth above, and inspection by the Corps and the City, and delivery to the Corps of:

- (a) an invoice for payment,
- (b) a certificate that the construction meets applicable building codes and the requirements set forth in the Homeowner Guide, and
- (c) the executed recordable instrument set forth in paragraph 2,

the Corps agrees to issue a check from available project funds, payable jointly to the Owners and XXXXXXXXXXX XXXXXX XXXXXXXXXXXXX, the Owner's contractor, not to exceed \$XX,XXX as full consideration therefore.

5. The Owners, and the City, agree to accept said sum in full satisfaction and in complete discharge of all obligations of the Corps and the City under this agreement.

6. The Owners agree to reimburse the City 17.5% of the total costs associated with the flood proofing of their residence.

7. The Owners agree that unforeseen or unanticipated conditions encountered during performance of the work shall be immediately brought to the attention of the Corps and the City. After investigation, and subject to a determination that such conditions should not have been anticipated and were outside the control of either the Owners or their Contractor, the Corps and the City may consent to an equitable supplementation and modification of this agreement for any costs of performance increased thereby.

8. The Owners agree that they may void this agreement without penalty at their option but that in doing so, they will receive no payment from the Corps and the City. Payment will be made only upon completion of the work and as stipulated in paragraph 4 above.

9. The Owners agree to forever save and hold harmless the City of Franklin or the Department of the Army and its successors and assigns from all claims for damages of any kind arising from or attributable to the flood proofing work authorized under this agreement.

EXECUTED this the _____ day of _____, 20XX

<homeowner>

<homeowner>

ACCEPTED on behalf of the City of Franklin, Tennessee, this the _____ day of _____,
20__.

By: _____
Dr. Ken Moore
City of Franklin, Tennessee
Mayor

ACCEPTED on behalf of the Corps of Engineers, this the _____ day of _____, 20__.

By: _____
Michael T. Abernathy,
Chief, Real Estate Division
Real Estate Contracting Officer
Nashville District

**DRAFT HARPETH RIVER FLOOD RISK MANAGEMENT PROJECT (HOME
RAISING PROGRAM) –
HOMEOWNER FUNDING AGREEMENT FOR XXX LANCASTER DRIVE
COF CONTRACT NO. 202X-XXXX**

THIS AGREEMENT is by and between the **City of Franklin, Tennessee** (hereinafter the “City”) and homeowners **XXXXXX X. XXXXXX** and wife **XXXXXX X. XXXXXX** (hereinafter the “Owners”).

WITNESSETH:

WHEREAS, the Department of the Army, represented by the Nashville District Corps of Engineers, acting through its Chief of Real Estate Division (hereinafter the “Corps”), and the City entered into a project partnership agreement, COF Contract No. 2020-0XXX, (hereinafter the “PPA”) on **X XX, 2020**, for a flood risk management (home raising) project on the Harpeth River in Williamson County, Tennessee, (hereinafter the “Project”); and,

WHEREAS, the PPA sets forth the following cost sharing requirements: the Corps shall contribute 65% and the Non-Federal Sponsor/City shall contribute 35% of the total Project costs; and,

WHEREAS, in accordance with the PPA, the City shall provide the Corps its share of funds required to implement the project. The Corps shall be responsible for managing the Project funds and issuing payments for completed work; and,

WHEREAS, the Owners’ residence at [REDACTED] Franklin, TN is eligible for participation within the Project, said residence being located on a tract of land described in a deed from **XXXXXX X. XXXXXX**, dated **XXXXXX X, 20XX**, recorded in **Book XXXX, page XXX**, in the records of Williamson County, Tennessee; and,

WHEREAS, the Corps, City, and Owners must enter into a flood proofing participation agreement, COF Contract No. **2020-0XXX**, (hereinafter the “FPPA”), for the Project, in order for Corps and City to appropriate the required fiscal year funding; and,

WHEREAS, per the FPPA and City Resolution 2020-53, the City agreed to split the 35% Non-Federal Sponsor/City portion of Project costs 50/50 with the Owners, requiring the Owners to contribute 17.5% of total Project costs, which includes administrative, construction, inspection, permitting, and other associated costs required to flood proof their residence; and

WHEREAS, the Owners wish to participate in the Project and receive the flood proofing benefits of said Project and agree to contribute 17.5% towards the total Project costs.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. The Owner agrees to deposit with the City the total Project costs payment required for the Owner's 17.5% share within sixty (60) days after execution of this Agreement. Payment shall be based on the estimated Project costs as specified by the Corps and City through this Agreement, the PPA, and FPPA. In the event said Owners' payment exceeds the aggregate amount of the Owners' actual total Project costs once construction is complete, the difference will be refunded to the Owners during Project closeout. In the event said Owners' actual total Project costs exceed the Owners' initial payment, the Owners agree to reimburse the City for such additional costs. Within sixty (60) days of completion of the Owners' Project work, the City and Owners shall settle on a final billing. The City and Owners will provide reasonable documentation to reconcile all such costs. The initial Project payment to the City is detailed within Attachment A.
3. If the Owners' initial Project costs deposit is not paid within the sixty (60) days after Agreement execution, the City can initiate the process of dissolving both this Agreement and the Owners participation in the Project.
4. ~~Any outstanding, delinquent, or unpaid Owners' Project costs balance, based off of the actual final Project costs, that is not paid to the City within sixty (60) days of notice to the Owners during Project closeout will be subject to legal action to recover the owed Project costs. Any unpaid Project costs balance, with penalty and interest, shall constitute a lien against the Owners' Project property, lot, or parcel against which the unpaid remaining balance, shall attach as of the date the Project improvement is made, and shall take precedence over all other liens, save those for state, county, and municipal property taxes, and any prior special assessments.~~
5. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason prior to authorizing the Project's construction, the City reserves the right to terminate this Agreement upon written notice to the Corps and Owner. Said termination shall not be deemed a breach of contract by the City.
6. It is agreed that in participating within the Project, the City is acting solely in accommodation of the Owners and shall have no liability to the Owners for any damages or claims arising out of acts or omissions on the part of the Owners or the Owners' contractors. The Owners agree that it will not hold the City responsible for any claims arising out of the Project work. Under this Agreement, the "City" shall include any and all officers and employees of the City of Franklin, Tennessee, acting within the scope of their employment with the City.

7. The Owners agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Owners' contractors or their employees in the performance of the Project work relating to this Agreement, the PPA, and FPPA. Under this Agreement, the "City" shall include any and all officers and employees of the City of Franklin, Tennessee acting within the scope of their employment with the City.
8. The City shall have no liability except as specifically provided in this Agreement, the PPA, and the FPPA.
9. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment specifically citing the paragraph within the Agreement to be amended and signed by the parties hereto.
10. The Owners shall comply with all applicable federal, state and City laws and regulations in the performance of its duties under this Agreement. The parties agree that failure of the Owners to comply with this provision shall constitute a material breach of this Agreement and subject the Owners to the repayment of all City funds expended, or expenses incurred, under this Agreement.
11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.
12. 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 of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. The Owners acknowledge and agree that any rights or claims against the City of Franklin or its officials, contractors, agents or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available to the City under law.
13. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions

hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

14. The City and the Owners agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

CITY OF FRANKLIN, TENNESSEE

HOMEOWNER(S)

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Date: _____

By: _____
Print: _____
Date: _____

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

RESOLUTION NO. 2020-181

A RESOLUTION APPROVING THE PROJECT PARTNERSHIP AGREEMENT, COF CONTRACT NO. 2020-0071, BETWEEN THE DEPARTMENT OF THE ARMY AND CITY OF FRANKLIN, TENNESSEE, FOR THE HARPETH RIVER FLOOD RISK MANAGEMENT PROJECT (U.S. ARMY CORPS OF ENGINEERS HOME RAISING PROGRAM)

WHEREAS, the May 2010 flood event created devastation throughout the Harpeth River Watershed and caused 4 fatalities and over \$480 million in direct economic impacts in the Harpeth River Watershed alone. For this reason, the Department of the Army, represented by the United States Army Corps of Engineers (Corps), conducted a preliminary reconnaissance of the Harpeth River Watershed and found over 850 structures in the regulated floodplain within the basin located in the City of Brentwood, City of Franklin, Williamson County, and Davidson County; and

WHEREAS, on June 13, 2013, the Corps, City of Franklin, Metropolitan Nashville and Davidson County, City of Brentwood, and Williamson County signed an initial Feasibility Study Agreement to analyze alternative flood risk management options. The feasibility study evaluated numerous flood risk management options and provided an analysis of cost and benefits associated with various projects. The Corps determined that one project was considered economically justified, that being a home raising program; and

WHEREAS, on September 12, 2016, the City of Franklin entered in to a second agreement with the Corps to fully develop the flood risk management project/home raising program; and

WHEREAS, on July 10, 2018, the Board of Mayor and Aldermen approved Resolution 2018-53, "A Resolution Authorizing Staff to Proceed with the Home Raising Project Developed by the United States Army Corps of Engineers as part of the Harpeth River Feasibility Study"; and

WHEREAS, on April 23, 2019, the Board of Mayor and Aldermen approved Resolution 2019-53, agreeing to participate in the project as the Non-Federal Sponsor, with the source funding for the project being: the Corps agrees to pay for 65% of the construction, temporary relocation, and project administration costs, and the 35% of remaining Non-Federal Sponsor project costs are split 50/50 between the City of Franklin and eligible home raising property homeowner (65% Corps / 17.5% City of Franklin / 17.5% homeowner); and

WHEREAS, approval of a Project Partnership Agreement (PPA), COF Contract No. 2020-0071, between the Corps and City of Franklin which outlines the cost share/contributions of both the Corps and City of Franklin for the home raising construction and project administration is required to move the home raising program into the next project phase; and

WHEREAS, the Board of Mayor and Aldermen desire to continue moving forward with the home raising program in order to achieve quality, sustainable flood protection to the eligible project homes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

1. The Project Partnership Agreement with the Corps (Attachment A) is approved so the home raising program can proceed to the next phase.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Sauna R. Billingsley
City Attorney

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF FRANKLIN, TENNESSEE
FOR
THE HARPETH RIVER
FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the Nashville District Engineer and the City of Franklin, Tennessee (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, Section 205 of the Flood Control Act of 1948, as amended (33 U.S.C. 701s) (hereinafter “Section 205”), authorizes the Secretary to undertake construction of small nonstructural flood risk management projects not specifically authorized by Congress;

WHEREAS, pursuant to the authority provided in Section 205, design and construction of the Harpeth River, Franklin, Tennessee Flood Risk Management Project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) was approved by the Division Commander for Great Lakes and Ohio River Division (hereinafter the “Division Commander”) on September 6, 2019;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 205 may not exceed \$10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means nonstructural flood risk management features consisting of voluntary flood proofing of eligible homes, using methods involving alterations, modifications, and raising in place, as generally described in the Harpeth River, Franklin, Tennessee Flood Risk Management Detailed Project Report, dated September 3, 2019 and approved by the Division Commander on September 6, 2019.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “placement area improvements” means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “functional portion thereof” means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Nashville District (hereinafter the “District Commander”), although the remainder of the Project is not yet complete.

G. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The

in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

H. The term “betterment” means a difference in design or construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

I. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

J. The term “Federal Participation Limit” means the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. However, if after completion of the design portion of the Project the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall contribute 35 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor’s estimated credits for real property interests, placement area improvements, and relocations will exceed 35 percent of construction costs, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government’s cost of construction. Nothing in this provision affects the Non-Federal Sponsor’s responsibility under Article IV for the costs of any cleanup and response related thereto.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine

the estimated additional amount of funds required from the Non-Federal Sponsor to meet its 35 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized

purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

G. The Non-Federal Sponsor shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

H. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsor shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsor shall provide an information copy of the plan to the Government.

I. The Non-Federal Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

J. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of flood risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

K. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

L. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

M. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

N. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such

relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor’s responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests, placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor

shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated

value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide any placement area improvements required for the Project. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Tennessee would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the

Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project.

ARTICLE VI - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$4,955,750, with the Government's share of such costs projected to be \$3,221,237.50 and the Non-Federal Sponsor's share of such costs projected to be \$1,734,512.50, which includes creditable real property interests, relocations, and placement area improvements projected to be \$5,000, creditable in-kind contributions projected to be \$0, and the additional amount of funds required to meet the 35 percent cost share projected to be \$1,729,512.50. Costs for betterments are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and

are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Nashville (H3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the Non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if the final accounting determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for the Project, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

F. If the Government agrees to acquire or provide, as applicable, real property interests, placement area improvements, relocations, or betterments on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the

Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to “FAO, USAED, Nashville (H3)” to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to design and construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement

of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Engineer
Engineering Department
109 3rd Avenue South, Suite 142
Franklin, TN 37064

If to the Government:

District Commander
Nashville District
110 9th Avenue South, Room A405
Nashville, TN 37203

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF FRANKLIN

BY: _____
Sonny B. Avichal, P.E.
Lieutenant Colonel, U.S. Army
District Engineer

BY: _____
Dr. Ken Moore
City of Franklin, Tennessee
Mayor

DATE: _____

DATE: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney

CERTIFICATE OF AUTHORITY

I, Dr. Ken Moore, do hereby certify that I am the principal legal officer for the City of Franklin, Tennessee, that the City of Franklin, Tennessee is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement between the Department of the Army and the City of Franklin, Tennessee in connection with the Harpeth River Flood Risk Management Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Project Partnership Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Project Partnership Agreement on behalf of the City of Franklin, Tennessee acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20__.

Dr. Ken Moore
Mayor
City of Franklin, Tennessee

Approved as to form:

Maricruz R. Fincher, Staff Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dr. Ken Moore
Mayor
City of Franklin, Tennessee

DATE: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



File #: 20-01164

DATE: September 16, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2020-190, A Resolution Approving The USCT Soldier Public Art Installation. Establishing A Public Hearing For October 27, 2020.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-190, approving the United States Colored Troop Soldier Public Art Installation in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

In 2018, "The Fuller Story" project was presented to the Board of Mayor and Aldermen. This initiative included placing educational markers in Downtown Franklin depicting the African American experience before, during, and after the Civil War and also erecting a bronze statue of a US Colored Troop (USCT) Soldier. In 2019 (Resolution 2019-15), the Board approved the markers and the placement of a USCT statue. The five historic markers were unveiled in October of 2019.

This summer, the Battle of Franklin Trust submitted a proposal for the USCT statue to the Franklin Public Arts Commission (FPAC). Artist Joe F. Howard has been commissioned to design and create the statue. The installation is described as: "an African American man in his U.S. Civil War soldiers' uniform and accoutrements and holding a rifle. His left foot will be raised atop a short tree stump. Near the stump will be the chains and shackles. This juxtaposition on the piece will show the transition from enslaved man to free man fighting to control his own destiny."

The statue will be placed on the southwest quadrant of the square in front of the Historic Courthouse and is situated looking out towards the center of the square. The statue will be located next to the existing United States Colored Troops interpretive marker. The proposed bronze statue is 6 ft. 5 in. tall and will be affixed to a solid granite base. One plaque will be placed on three sides of the base (total of three plaques). The text for each plaque is in Exhibit A of Resolution 2020-190.

In August, FPAC held a joint meeting with the Historic Zoning Commission to discuss the proposal with the applicant. Following the joint meeting, FPAC held its regular meeting to further discuss the proposal with the applicant. The applicant also met with the Historic Zoning Commission at its regular meeting in September. During this meeting, the applicant presented two options for staging. Option 1 utilizes the existing curbed area and proposes filling the area with reinforced concrete. Option 2 consists of creating a 6-in. elevated platform with reinforced concrete expanded to the flower bed area. The platform would be outlined by pavers the City already has in place.

FINANCIAL IMPACT:

The Battle of Franklin Trust has privately raised all funds needed to create and install the statue. City staff will be used to prep the area where the statue will be placed. In accordance with Resolution 2019-15, the land upon which the statue sits will be deeded to the Battle of Franklin Trust and the City will maintain the statue for the lifetime of the statue.

RECOMMENDATION:

The Franklin Public Arts Commission recommends that the Board of Mayor and Aldermen approve the public art installation. The Historic Zoning Commission recommends that the Board of Mayor and Aldermen approve the installation using either option for staging. City staff recommends Option 1. It is proposed that a public hearing be held in conjunction with the Board of Mayor and Alderman vote on the statue resolution on October 27, 2020.

RESOLUTION 2020-190

A Resolution Approving the Design and Placement of the United States Colored Troop Soldier Statue in Downtown Franklin as Part of the Fuller Story Initiative

WHEREAS, the Battle of Franklin Trust presented a proposal for an art installation in Downtown Franklin as part of the “Fuller Story” Initiative; and

WHEREAS, on February 26, 2020, the Board of Mayor and Aldermen approved Resolution 2019-15, supporting the installation of a life-size bronze statue of a United States Colored Troop Soldier; and

WHEREAS, the Battle of Franklin Trust has secured all funding for the statue; and

WHEREAS, the statue will be located near the Historic Williamson County Courthouse; and

WHEREAS, City of Franklin staff has reviewed and approved the location for the placement of the statue; and

WHEREAS, the Historic Zoning Commission has reviewed the project and recommends approval of the statue; and

WHEREAS, the Franklin Public Arts Commission, established to review and make recommendations concerning all aspects of public art, has reviewed the project and recommends approval of the statute .

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that:

Section 1. Based on the recommendations for approval by the Historic Zoning Commission and the Franklin Public Arts Commission, the United States Colored Troop Soldier public art installation is hereby approved.

Section 2. In accordance with Resolution 2019-15, and prior to the installation, the City shall deed the land upon which the statue sits to the Battle of Franklin Trust.

Section 3. In accordance with Resolution 2019-15, the City shall maintain the statue for the lifetime of the statue.

Section 4. The installation shall be the responsibility of the Battle of Franklin Trust and the City of Franklin.

It is so RESOLVED and done on this ____ day of _____ 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form:

Maricruz R. Fincher
Staff Attorney



CITY STAFF	
Received by:	_____
Date:	_____

**APPLICATION FOR PLACING ARTWORK ON
CITY OF FRANKLIN PROPERTY**

Thank you for your interest in placing artwork on property owned by the City of Franklin.
Please complete and submit this application, along with the proposal, to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Please review the attached Policies and Procedures. For assistance, please contact the Public Outreach Specialist at 615-550-6606 or CityofFranklin@FranklinTN.gov. The Franklin Public Art Commission reserves the right to request additional information in order to process an exhibition proposal.

APPLICANT		
Name(s)/Organization: <u>THE BATTLE OF FRANKLIN TRUST</u>		
Contact: <u>ERIC A. JACOBSON, CEO</u>		
Address: <u>1345 EASTERN FLANK CIRCLE</u>		
City: <u>FRANKLIN</u>	State: <u>TN</u>	Zip: <u>37064</u>
Phone: <u>(615)</u>	Fax: _____	
Email: <u>ERIC@BOFT.ORG</u>	Website: <u>WWW.BOFT.ORG</u>	
Conflicts of Interest (disclose any active contracts or contract negotiations with the City): 		

PROPOSED ARTWORK

Title of proposed artwork or exhibition

U.S.C.T. SOLDIER MONUMENT

Labeling - include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable

U.S.C.T. Soldier, A FULLER STORY

ARTIST: JOE F. HOWARD

CURRENTLY BEING CREATED IN 2020, A BRONZE MOUNTED ON STONE, LIFE SIZED REALISM, USCT SOLDIER IN UNIFORM WITH RIFLE, FREED FROM BONDAGE.
SEE ATTACHED FOR MORE COMPREHENSIVE INFO.

(Optional) Proposed City-owned site for placement:

SOUTHWEST OUTER CORNER OF PUBLIC SQUARE

Participants (list anyone that will be involved in the project):

THE FULLER STORY - REV. Chris Williamson, REV. HEWITT SAWYERS,
REV. KEVIN REGGS AND CEO, THE BATTLE OF FRANKLIN TRUST,
ERIC A. JACOBSON, CITY OF FRANKLIN ADMINISTRATOR,
ERIC STULKEY, CITY OF FRANKLIN MAYOR AND BOARD
OF ALDERMAN.

ARTWORK DETAILS

Please attach a proposal that includes the following:

1. Narrative description of the artwork or project including:
 - a. Concept
 - b. Aesthetic vision
 - c. Artist involvement
 - d. Materials
 - e. Processes
 - f. Durability
 - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Budget and funding (explain project budget and how it will be funded)
4. Maintenance plan while the piece is on display (whether temporary or permanent)
5. Qualifications including:
 - a. Artist(s) resume/bio
 - b. Examples of past exhibits or similar projects
6. Visuals including:
 - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
 - b. (If applicable) Digital, color images of artworks in exhibition
 - c. A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
 - d. An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
 - e. Digital images of past exhibits or similar projects
 - f. Maquette or rendering of artwork(s)

Submit application and supporting materials to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Or electronically at: CityofFranklin@FranklinTN.gov

APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature:



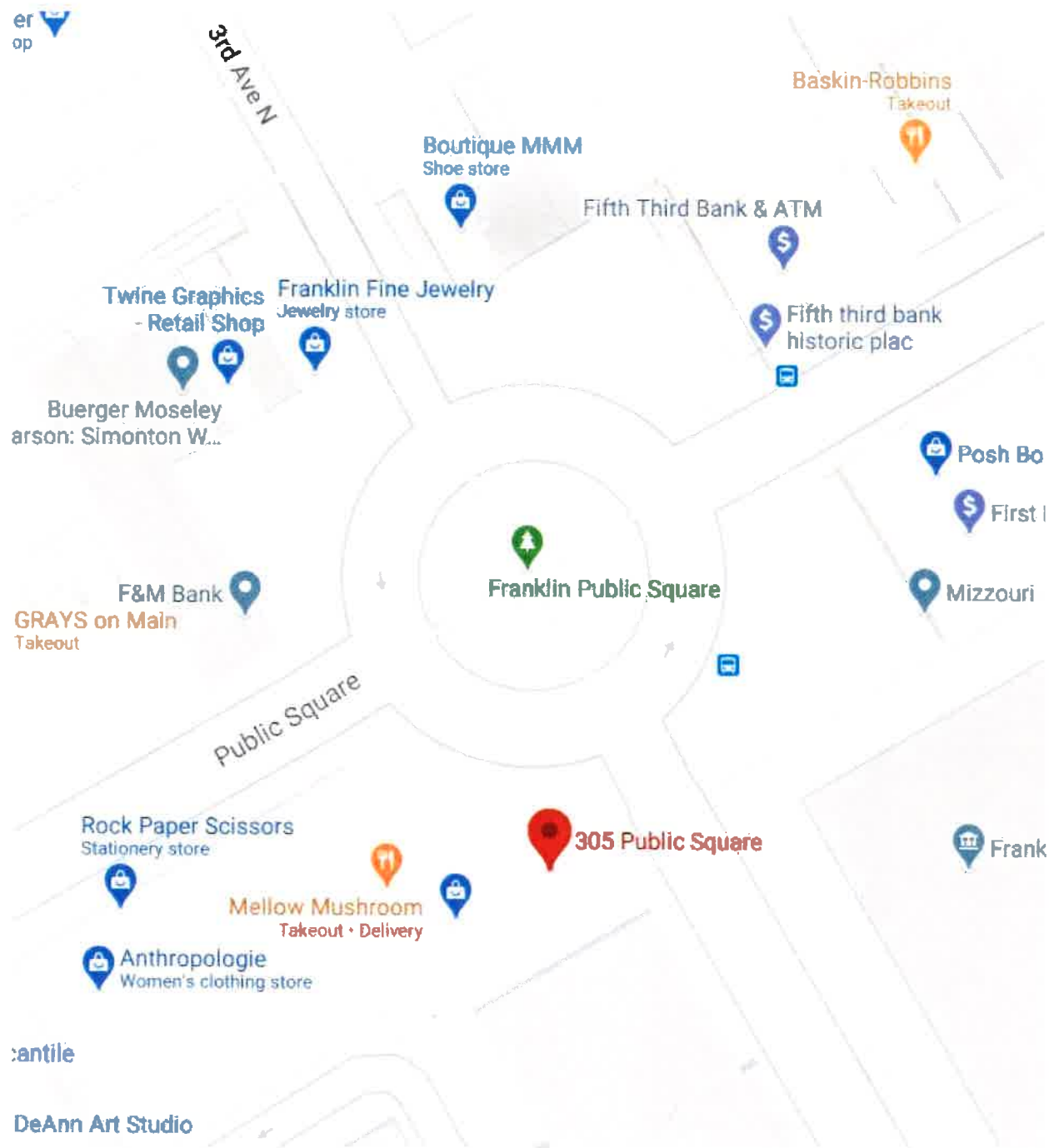
Print name:

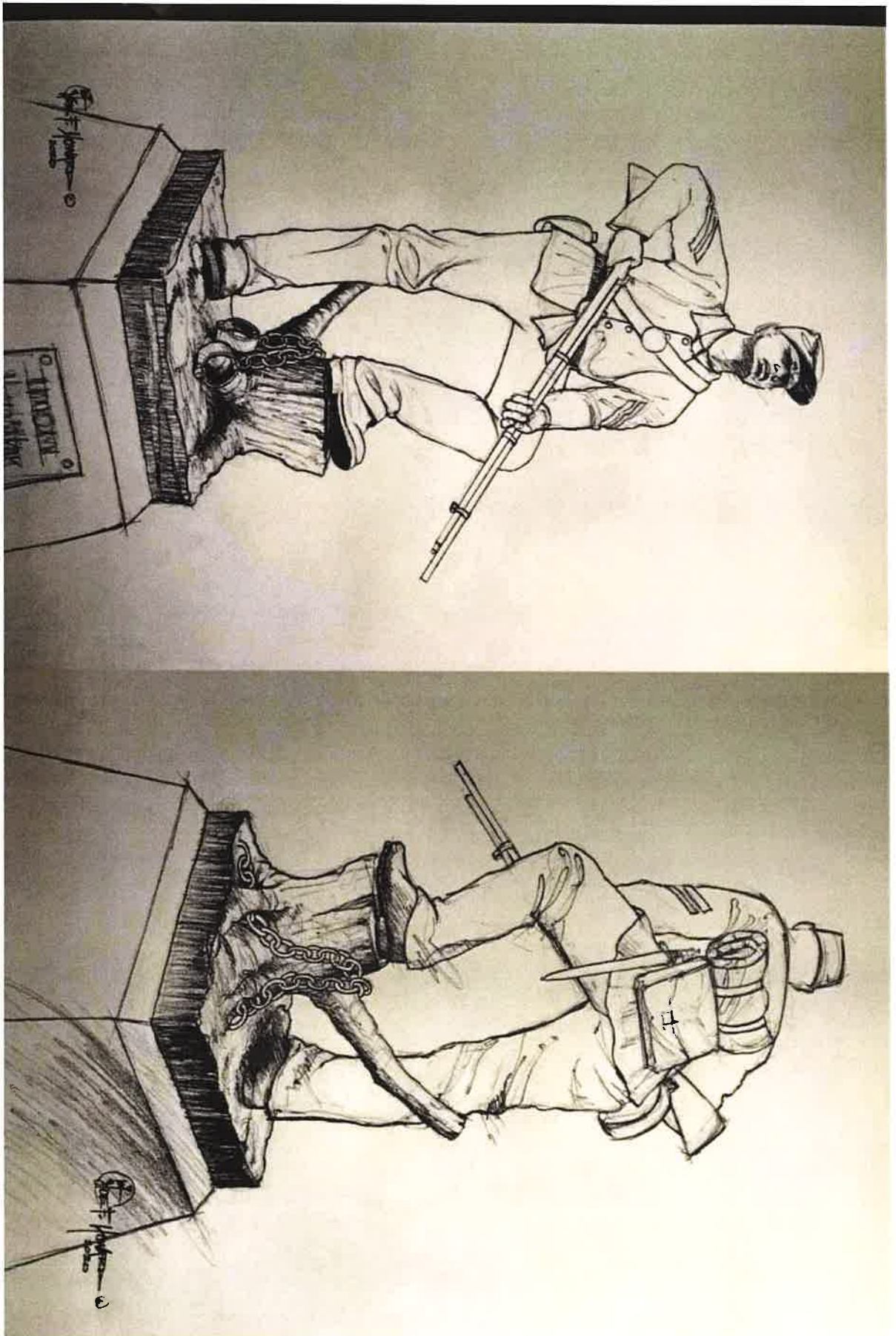
LAURIE S. McPEAK

Signature of Legal Guardian
if Artist is a minor:

Date:

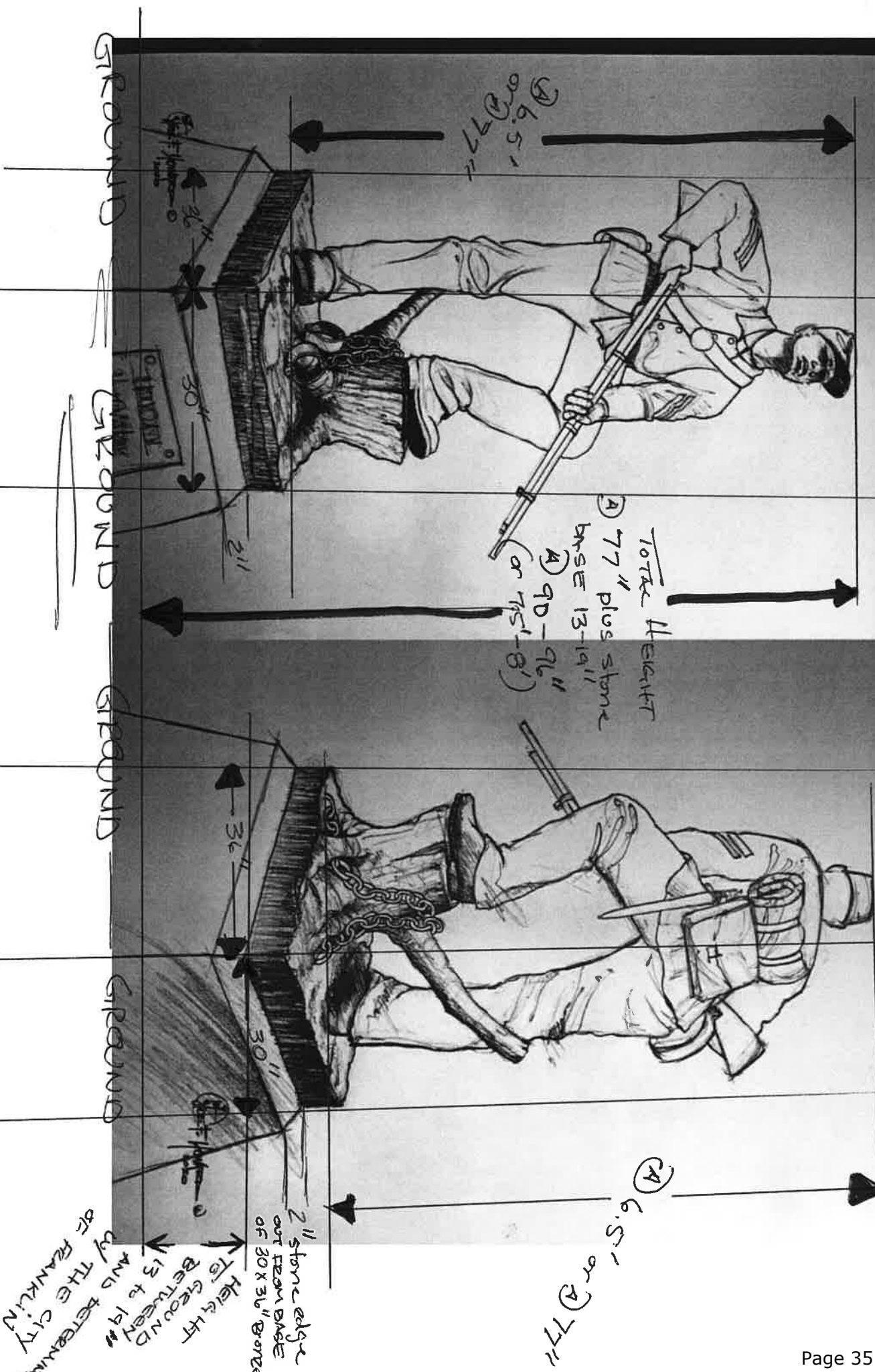
7/9/2020



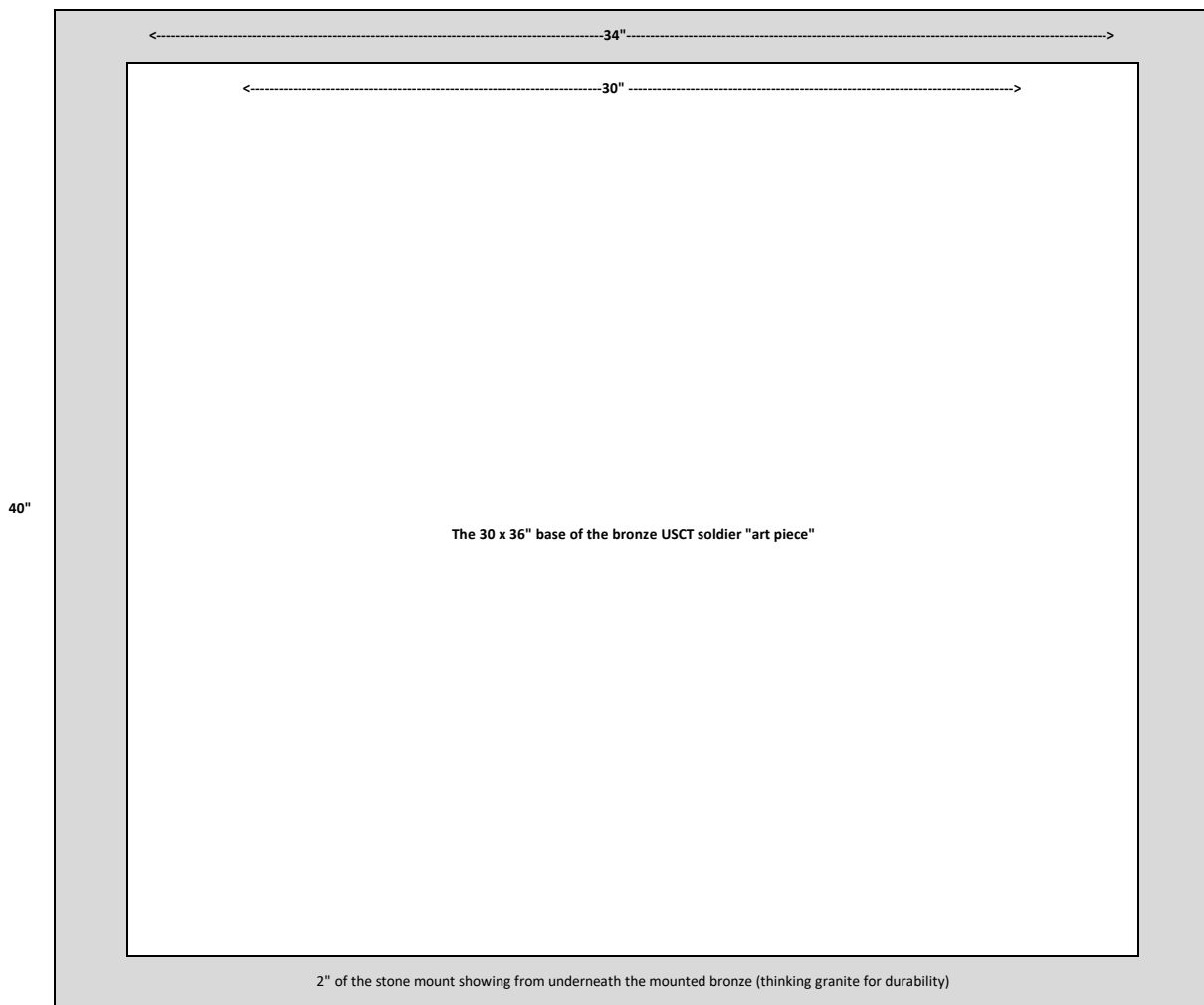


Joe F. Howard TENDERINS

LIFE-SIZED STATUE @ 6 ft. 5 inches



Aerial Footprint of USCT Soldier mounted/anchored on Stone - between USCT marker and the road



Telling a Fuller Story

Narrative

We are proposing a six foot tall, life-size bronze statue of a United States Colored Troop (USCT) soldier to be placed on an approximate 1' square stone base. Base in the southwest corner of the public square in Franklin. This art installation will depict an African American man in his US Civil War soldiers' uniform and accoutrements and holding a rifle. His left foot will be raised atop a short tree stump. Near the stump with be chains and shackles. This juxtaposition on the piece will show the transition from enslaved man, to free man fighting to control his own destiny.

This proposed art installation will join the interpretive markers placed by the City of Franklin in October 2019. This statue, and the interpretative markers will stand along with the Confederate monument which has been in the center of the square since 1899. The addition of the proposed USCT soldier statue will help tell a fuller story of Williamson County during the Civil War.

The USCT soldier statue will represent the at least 300 Williamson County men who enlisted in the United States Army and the statue will be placed near the USCT interpretive marker (attachment 1-2) in the southwest corner of the public square, outside the Old Courthouse at 305 Public Square. During the Civil War, around 180,000 African American men became USCT soldiers, nearly 20,000 of those men came from Tennessee.

We propose the USCT soldier statue to be a life-sized bronze realism/naturalism statue of a USCT soldier mounted on a stone base which will maintain a consistent visual aesthetic with the current monuments (Confederate and US cannons) in the space. In addition to visual continuity, bronze is proposed due to its durability. Elevating the bronze off the ground using a stone base adds to the durability of the statue itself.

Realist artist Joe F. Howard was born in a small Tennessee town and reared in Columbus, Ohio. Master of multiple media and skilled in both painting and bronze sculptors, he has been chosen to design and create this USCT statue. Since graduation from Columbus College of Art & Design, Joe's works have been exhibited throughout the United States and Europe. Mr. Howard began the first phase of his artistic process after discussing the project with several of the Fuller Story ministers. The attached rendering was modified from Mr. Howard's initial design to reflect the voices of the Fuller Story team. His rendering (attachment 3) depicts the USCT soldier broken from the bondage of chains wearing a USCT uniform and holding a rifle.

Estimated Funding requirements have been completed, and the next step of this proposed art installation project is approval of the project. Once approval is given by the City of Franklin Art Council, Mr. Howard will continue his work and complete the mold. The clay mold is used to cast the bronze at his designated foundry. It is during the foundry stage of the process that it is determined how the finished piece will be most durable – a single bronze structure to affix to the chosen stone mounting, or possibly two components strategically chosen to be fused together (again the reason for the choice of bronze). Once the statue is completed, it will be affixed to the final stone. It is unclear at this point if the stone needs to be placed first, and then set the statue onsite or affixed to the stone and the entire single piece then mounted. The artist and the Fuller Story team will work with the

City of Franklin on this phase of the project for the most appropriate installation. It is with great hope that this proposed USCT statue be installed by next June 19, 2021's Juneteenth Celebration, if not sooner. Monday, January 18th, 2021 is Martin Luther King, Jr. Day and is the other proposed date of installation, but we believe it may be too soon for the complete artistic process.

History of the “Fuller Story” Initiative

On Saturday, August 12, 2017, a white nationalist protest rally in Charlottesville, VA over the proposed removal of two Confederate monuments erupted into violence. Of the counter-protestors, one person died and 19 were injured. On Monday, August 14, 2017, a group of concerned residents and city leaders in Franklin assembled on the town's square in the rain to hold a prayer meeting.

Not long after, “A Fuller Story” was born as two black men (Rev. Hewitt Sawyers and Rev. Chris Williamson) and two white men (Rev. Kevin Riggs and Historian Eric Jacobson) decided to work together along with our city's mayor and administrators in an effort to build unity in Franklin. The goal was to provide proactive solutions to the national controversy surrounding Confederate monuments. Efforts focused on what could be put up as opposed to what could be taken down. It was also believed that local churches in the community should lead the way in this telling of the Fuller Story initiative.

The collective voices of the Fuller Story worked through the City of Franklin procedures to propose the Fuller Story initiative in the square. The City's process allowed for other perspectives and voices to enter into the conversation, engage in the review process of the interpretive markers, and make plans for an additional memorial to commemorate the African American experience in Franklin. On September 25, 2018, Resolution 2018-69, both the interpretive markers, and proposed statue to honor the approximately 300 United States Colored Troops from Franklin and Williamson County who served in the Civil War was approved. (attachment 1 – 9)

The finalized interpretive markers, initial statue, and updated artist rendering are attached. Funding for the markers was raised immediately, and efforts to fund the approximated \$150,000 bronze USCT statue were launched. The approved interpretive markers were placed October 17, 2019. In December 2019, 50% of the required statue funding was completed, and the artist, Joe F. Howard, began his design phase. Just before July 4, 2020, funding for the \$150,000 bronze USCT statue was completed. On behalf of the Fuller Story, The Battle of Franklin Trust is making the official application for placing artwork on City of Franklin property.

City of Franklin's website outline and background of the project:

<https://www.franklintn.gov/our-city/the-fuller-story> The confederate monument in downtown Franklin is owned by the Daughters of the Confederacy and was erected in 1899. Under the Tennessee Heritage Protection Act, the removal would require a waiver from the Tennessee Historical Commission. In 2018 state lawmakers approved a bill banning municipalities from removing historical monuments, removal would result in a financial punishment to the City. The bill bans municipalities who remove monuments from receiving grants administered by the Historical Commission and the State Department of Economic and Community Development for five years. In 2019, despite a lawsuit from the Daughters of the Confederacy to prevent it, the City of Franklin, along with a community group, installed five historic markers depicting the African American

experience in Franklin before, during, and immediately after the Civil War. The five markers tell the story of an old courthouse on the square where slaves were bought and sold, the Battle of Franklin, the US Colored Troop Soldiers, the 1867 race riot that occurred in Franklin and Reconstruction. A bronze statue of a United States Colored Troop will be erected on the square soon.

In 2017 the Ku Klux Klan held a “Unite the Right” rally after the City of Charlottesville, Virginia City Council voted to remove the Robert E. Lee statue from a City park. The rally resulted in the death of a counter protester, Heather Heyer and numerous injuries. After that incident questions were raised across the South regarding existing Confederate monuments. In Franklin, after the Charlottesville rally and the death of Heather Heyer, several citizens, including local clergy and historians got together on our City square for a peaceful candlelight vigil.



The Franklin downtown square features a confederate monument that was erected in 1899 to commemorate the 35th anniversary of the Battle of Franklin. The Battle took place on November 30, 1864 and ended with 10,000 casualties in this town of approximately 900 people. It decimated the Army of Tennessee which was dealt its final death blow in Nashville a few weeks later.

The night of the candlelight vigil in 2017 on the Franklin Square sparked the conversation about how to move forward with telling the fuller story in Franklin, a different path than monument removal, a way to tell the African American side of the civil war history and aftermath, and to better educate citizens and visitors, and include everyone in the history that is shared in our City.

Three local pastors, Chris Williamson, Kevin Riggs and Hewitt Sawyers, and the City's Battlefield Historian, Eric Jacobson worked for a year with City Administrator Eric

Stuckey and Mayor Ken Moore to present the idea of the Fuller Story initiative to the Board of Mayor and Alderman. Their Idea included putting educational markers near the Confederate monument and around the square depicting the African American experience



before and after the Battle of Franklin and erecting a bronze statue of a US Colored Troop (USCT) Soldier.



The five markers tell the story of an old courthouse on the square where slaves were bought and sold, the Battle of Franklin, the US Colored Troop Soldiers, the 1867 race riot that occurred in Franklin and Reconstruction.

The City Administrator met with each alderman to make them aware this idea was coming forward. The group gave their first presentation on August 14, 2018. At that time the board seemed to welcome the idea. But as expected, many people on social media and through communications with the board expressed their concerns. Some of those concerns were visibly racist, others wanted to know more about what would be put on the markers.

At the next Board Meeting, an attorney for the United Daughters of the Confederacy (UDC), the group who erected the monument in 1864, came forward to object to the markers being put on the square, because he claimed the UDC owned the square and the

markers should be placed somewhere else. After this revelation by the UDC, that same night, the Board of Mayor and Aldermen decided to file a Declaratory Judgement regarding ownership of the square. The City claimed the City owned the square because of years of upkeep and improvements. The City did not object to the UDC owning the land directly under the monument, but felt the City had the right to erect historical markers on the property around the monument. While the ownership of the square was tied up in court the Board of Mayor and Aldermen approved a resolution supporting the Fuller Story Initiative on September 25, 2018.

Again many board members received push back from some community members about the location of the markers, and the information on the markers. At a work session meeting on January 22, 2019, after the approved resolution, the board expressed their confusion and concern about the Fuller Story Initiative, especially with the ongoing lawsuit. Finally, on February 26, the Board unanimously passed a detailed resolution regarding marker placement and the USCT statue.



While the lawsuit was still pending, on October 17, 2019, the City and Community Group worked together to unveil the Fuller Story Markers in the Franklin City Square. Two markers were placed near the monument and three markers in front of the Historic

County Courthouse where the bronze USCT statue will be placed in the future. This was



a valuable

lesson and case study how local government can work with a community group to move an idea forward, through legal channels. The lawsuit regarding the ownership of the square is still ongoing.

While many other cities across the South have clashed with the community regarding civil war monuments. This partnership, between local government and community leaders, to tell the Fuller Story made national news and set an example of a different way communities can deal with their past. Our local government and community partners, people of all races and backgrounds, came together to change how Franklin's story is told to visitors and future generations.

Timeline and Process Specifics

2017

September Initial statue "bluesky" designing began

2018 – 2019

Statue design continued to evolve as project moved through BOMA

2019

December Initial 50% of necessary statue funding completed, artist officially began

2020

January Current USCT statue rendering shared (attachment 2)

January 100% of statue funding (not mounting) completed

July Proposed USCT statue formal application filed with City Art Commission

July – December Creation and bronze forging process, mounting fine tuned with guidance and partnership with City of Franklin appropriate parties.

2021

January Finalize details & complete base according to coordination with City of Franklin

January 15th Earliest proposed installation; Monday, January 18th Martin Luther King, Jr. Day

February – June Cushion time, if needed

June 17th Latest completion install date for Saturday, June 18th Juneteeth

Budget and Funding

\$150,000 Artist design, materials, fabrication
Mounting remains in question awaiting negotiation and coordination with the City of Franklin appropriate parties.

The initial statue fundraising efforts began, October 17th, 2019 when the City of Franklin installed the interpretive markers. The markers were immediately funded through private fundraising efforts. 50% of the needed statue funding reached by the end of 2019, and in late June 2020 the remaining 50% statue funding was secured.

Maintenance Plan

This proposed art installation is to be permanent, and maintenance of the monument to be negotiated with the City of Franklin, Fuller Story and the Battle of Franklin Trust.

Artist Qualifications

Joe F. Howard <https://www.qcfinearts.com>

Artist Statement

"Art is something I have never placed in a vacuum, a clear bubble holding all things to be experienced from afar - it's impossible. Everything around me is art and if I believe that then all that is in me is art. I am not one to just paint or sculpt apples or oranges, art is not about the ideas one may have, but about what we do with the ideas to make them an artistic reality. I find pleasure in a landscape, the human form, and all the wonders that have been made by the hands of man.

It is so important for me to keep my artistic spirit fed and to do that I have to be aware of all things, not looking only at the whole of something but take the sum in order to see the fullness of our creations. Art is that fragment that helps to make my life whole."

Artist Bio

Realist, Joe F. Howard was born in a small town in Tennessee and reared in Columbus, OH. He has an innate artistic ability that was discovered early in life. Throughout his childhood, his hands were always working on some creative art form. An accomplished painter, today his tremendous visions and abilities speak to all through the mellifluous movement of his paintings and visceral texture of his beautifully crafted bronze sculptures. Because of Howard's breathtaking paintings and sculptures, this master of multiple media has been referred to as a modern day Michelangelo.

Joe Howard became an artist over his father's staunch objections. He wanted his four sons to be successful. The prosperous blacks he knew were doctors and lawyers and he wanted his sons to become one or the other. He was so adamant that when Joe, his first born, chose art school, he refused to support his education. But Howard won a four-year scholarship to Columbus College of Art & Design*

Since graduating from Columbus College of Art & Design Joe's works have been exhibited throughout the United States and Europe. He has been creating art for numerous private and commercial clients such as Ronald McDonald House, the State of Ohio, Mount Carmel, the late author Alex Haley, Xerox, Ohio State University Cultural Center, Liebert Corporation, Hydroplane Inc. Dave Thomas (Wendy's) and country music legend, Conway Twitty to name a few.

Overview

This is one of Joe Howard's drawings from a few of the Civil War reenactments that he attends for reference when doing studies for paintings, Joe prefers to work from real life models when doing his layouts. Beautifully framed and in excellent condition.

Joe F. Howard was born in a small town in Tennessee and reared in Columbus, Ohio. He has an innate artistic ability that was discovered early in life. Throughout his childhood, his hands were always working on some creative art form. An accomplished painter, today his tremendous visions and abilities speak to all through the mellifluous movement of his paintings and visceral texture of his beautifully crafted bronze sculptures. Because of Howard's breathtaking paintings and sculptures, this master of multiple media has been referred to as a modern day Michelangelo.

Joe Howard became an artist over his father's staunch objections. He wanted his four sons to be successful. The prosperous blacks he knew were doctors and lawyers and he wanted his sons to become one or the other. He was adamant that when Joe, his first born, chose art school, he refused to support his education. But Joe won a four-year art scholarship to the Columbus College of Art & Design.

Since graduating from Columbus College of Art & Design, Joe's works have been exhibited throughout the United States and Europe. He has created art for numerous private and commercial clients such as Ronald McDonald House, the State of Ohio, Mount Carmel, the late author Alex Haley, Xerox, Ohio State University Cultural Center, Liebert Corporation, Hydroplane Inc. Dave Thomas (Wendy's) and country music legend, Conway Twitty to name a few.

More detailed condition information request can be obtained via email from QC FINE ARTS. Any condition statements given, as a courtesy to client, is only an opinion and should not be treated as a statement of fact. QC FINE ARTS shall have no responsibility for any error or omission.

Examples of Work



Nuba Warrior – Joe F. Howard, 2003
Located at Columbus Metropolitan Library's Linden Branch
2223 Cleveland Avenue, Columbus, OH 43211
columbuslibrary.org | 614-645-2275





Genesis – In this powerful piece, Adam and Eve are bound to the Earth. Adam cries out to God as to say, Why must I go through this? Tearfully, Eve shields her face as the serpent goes in and out of the Earth. The serpent devours itself to show wrongdoing has no good end.

Bronze

Edition of 25

Height 29 inches

Width 10 inches

Depth 18 inches.



Water Spirit

16 x 20 inches, Oil

www.joefhoward.com



HOLD THE LINE -Joe F. Howard, 20th Century- American, 16" x 13" Pencil

U.S. COLORED TROOPS (USCT)

Doing Justice to Their Share

After the Emancipation Proclamation was issued, the U.S. War Department created the Bureau of Colored Troops on May 22, 1863. Approximately 200,000 African American men enlisted in segregated U.S. Army regiments under white officers and served in all Army branches—infantry, artillery, cavalry, and engineers. More than 2,700 died in combat. USCTs fought at Fort Pillow and Johnsonville in Tennessee, the Battle of the Crater in Virginia, and Brice's Crossroads in Mississippi, among other battles.



Battle of Nashville

At least 300 Williamson County men enlisted, as did many from neighboring Maury County. Perhaps half of Williamson County's USCTs participated in the Battle of Nashville on December 15–16, 1864, when eight USCT regiments were engaged. On December 16, 1864, the 12th, 13th, and 100th USCT together lost 80 killed and 388 wounded. Pvt. Asbury DeGraffenried, Co. K, 12th USCT, was mortally wounded and died on December 20, 1864. Pvt. Horace Winston, Co. F, 13th USCT, was also mortally wounded and died on January 6, 1865. Pvt. William Redman, Co. I, 13th USCT, was killed in action. Pvt. Freeman



USCTs on picket duty



Unidentified USCT soldier with wife and daughters

All images courtesy Library of Congress

Carothers, Co. K, 12th USCT, was among those who survived the fight. After his discharge, he took a new last name and lived as Freeman Thomas until his death in 1936. He is buried nearby at Toussaint L'Ouverture Cemetery.

Col. Thomas Jefferson Morgan, who commanded a USCT brigade at Nashville, later wrote of his conviction that "history has not yet done justice to the share borne by colored soldiers in the war for the Union."

Installed Oct 2019



RECONSTRUCTION

From Slavery to Freedom

Reconstruction began when the Civil War ended in 1865. The war had saved the Union, and the 13th Amendment to the U.S. Constitution ended slavery. Ratified during Reconstruction, the 14th and 15th Amendments guaranteed citizenship and voting rights to black men. Former slaves took advantage of freedom, built new lives, and reunited their families. In Franklin, A.N.C. Williams, Mariah Reddick, and Harvey McLemore became respected community members. McLemore built a home in the Hard Bargain community; Reddick

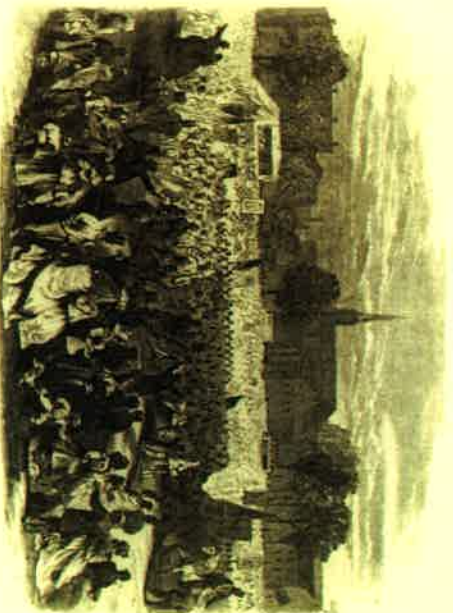


African American woman and child - Courtesy Library of Congress

lived downtown and worked as a midwife; and Williams owned a general store on Main Street and founded

Cummins Street Church of Christ in 1877.

During Reconstruction, blacks first participated in Southern political life at state and national levels. Sampson W. Keeble, born into slavery in Rutherford County, in November 1872 became the first black Tennessean elected to the Tennessee House of Representatives. In the



"Celebration of the Abolition of Slavery in the District of Columbia ... April 19, 1866" All images courtesy Library of Congress



Hiram R. Revels

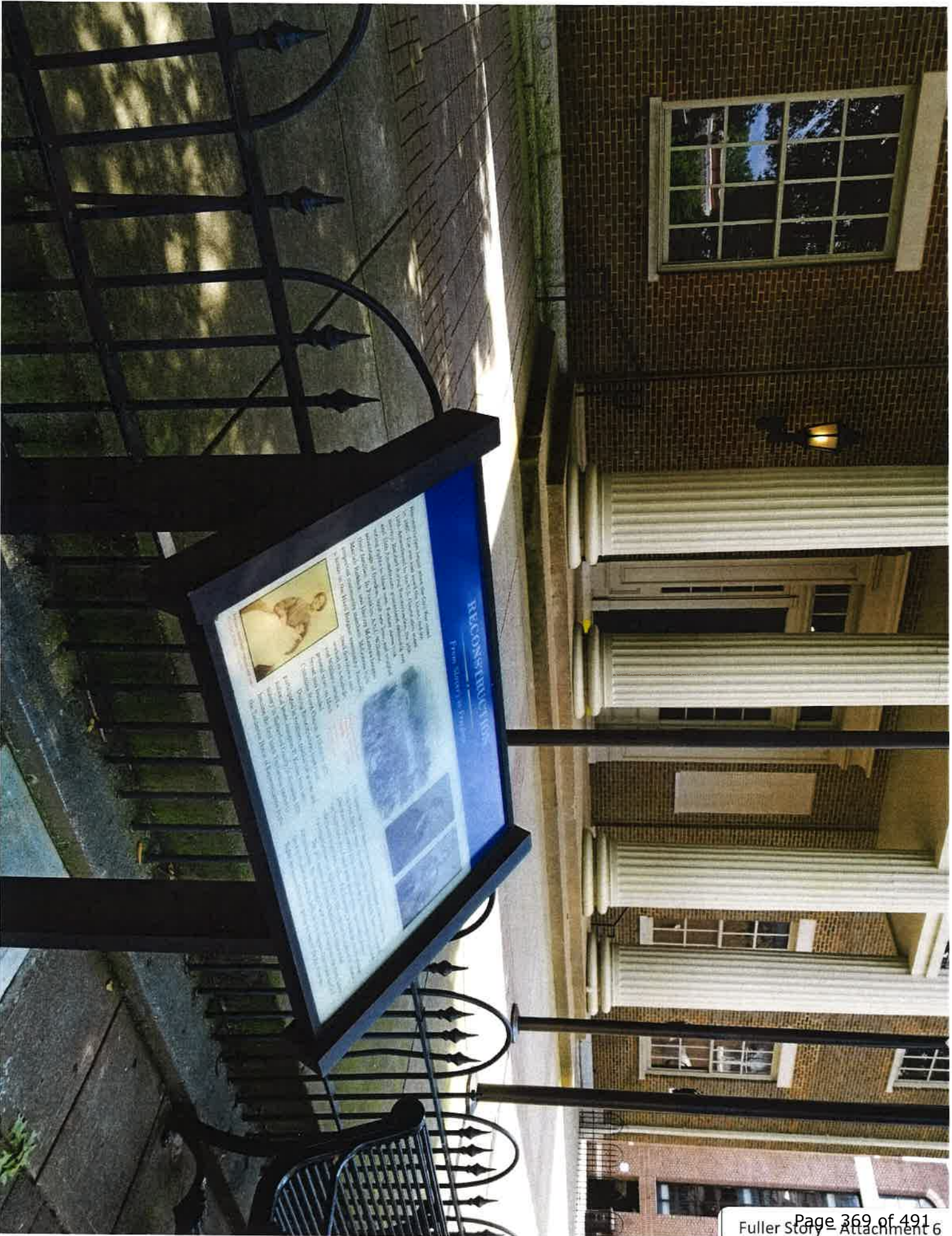


Blanche K. Bruce

U.S. Senate, the first blacks to serve were Mississippians. Hiram R. Revels, a minister, filled a vacant seat (1870–1871) and Blanche K. Bruce, a successful plantation owner, served a full term (1875–1881). Other achievements included the South's first state-funded public school system, the founding of black colleges and universities, such as Fisk University in Nashville, and the passage of a comprehensive Civil Rights Act in 1875 to protect the rights of all citizens.

The 1877 election of President Rutherford B. Hayes ended Reconstruction. The Democratic Party that had dominated the South before the war reasserted itself. In 1883, the U.S. Supreme Court ruled the Civil Rights Act unconstitutional, paving the way for the Jim Crow era.

Installed OCT 2019



THE FRANKLIN RIOT OF 1867

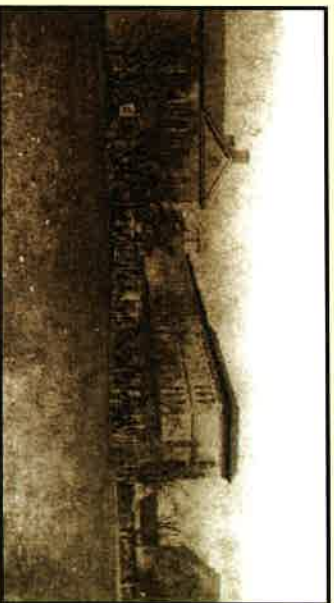
"Carnival of Blood"

Several armed clashes occurred among political groups and the white and black populations after the Civil War. In May 1866, Memphis rioters killed about fifty. In July, a riot engulfed New Orleans, killing almost 240 including more than 200 U.S. Colored Troops veterans. Fortunately, Franklin did not experience such levels of violence, but on July 6, 1867, an incident in this square reflected the boiling tensions in the post-war South.

On that day, several Republican candidates (called Radicals) made speeches in the courthouse



A.N.C. Williams (right) with sons Fred Williams (left) and Ostrander Williams (center)



Franklin Public Square, ca. 1863, with Col. House's store (left)

here without incident. Later, Joe Williams, an African American aligned with the Democrats (Conservatives), spoke there. Some Radicals clashed with Conservatives. John L. House, a former Confederate officer, struck J.C. Bliss, a white merchant aligned with the Radicals. Members of the Colored League (African American Republicans) also were present, and tempers flared. The League members left after firing a few shots into the air, and the tension increased through the late afternoon, as Conservatives gathered in the public square and near John House's store. Just after 8 P.M.,

the Colored League marched into the square, heavily armed. According to A.N.C. Williams, the Leaguers had informed House they would lay down their arms, but as they passed the Conservatives, a white Conservative fired two pistol shots into the Leaguers, who returned fire. White Conservative Michael Cody was killed, and six white and several black members were wounded. Twenty-seven Leaguers were wounded; most had been shot in the back. Dr. Daniel B. Cliffe helped treat the wounded. United States soldiers arrived from Nashville the next day to restore order.

The Helen of Terror in Tennessee.

Another Carnival of Blood.

Terrible Scenes at Franklin.

Headlines, Nashville Union and American, July 9, 1867

Images courtesy The Heritage Foundation of Williamson Co.



Dr. Daniel B. Cliffe

Installed Oct 2019

THE BATTLE OF FRANKLIN

Bloody Turning Point

On November 30, 1864, one of the last major battles of the American Civil War exploded across the rolling farmland just south of Franklin. Approximately 20,000 United States soldiers under Gen. John M. Schofield barely held off a massive attack by Confederate Gen. John Bell Hood's 20,000 troops. The battle began at 4 P.M. and was mostly over by 9 P.M. Exceptionally violent and fought at close quarters, it produced nearly 10,000 casualties, almost 7,500 of which were Confederates. The Southern army was nearly wrecked.



Gen. John M. Schofield
Courtesy Library of Congress



Gen. John B. Hood
Courtesy Library of Congress



Franklin battlefield, ca. 1880
Courtesy Military Order of the Loyal Legion of the United States

For much of the day, this area was the scene of much action and congestion. The U.S. Army's supply train, totaling 800 wagons, moved through the square and began crossing the Harpeth River late in the morning. During and after the battle, wounded Federal soldiers were moved through the square to temporary hospitals north of the river. From there most were loaded onto railcars and evacuated to Nashville.

Once the combat south of town ended, the U.S. Army prepared to withdraw, and about midnight Federal troops poured through the downtown area. Within several hours the



Battle of Franklin, 1891 lithograph - *Courtesy Library of Congress*

victorious U.S. soldiers were across the Harpeth River and headed toward Nashville. Before leaving they burned the bridges that spanned the river so that the Confederates could not easily pursue. Over the next two days the battered Southern army moved through this square and limped toward Nashville where its final destruction awaited.

Thirty-five years after the Battle of Franklin, the Confederate monument that stands here was unveiled.

FRANKLIN TOWN SQUARE

Courthouse and Market House

A two-story brick courthouse was constructed where you are standing in about 1809. The "market house," where farmers and vendors sold their produce and wares, stood "in close proximity" to the courthouse. For half a century human beings were also sold and traded within the market house's walls, as well as on the courthouse steps and elsewhere in the square. The Franklin *Western Weekly Review* often advertised the "Sale of Slaves," and men, women, and children were sometimes sold to pay the debts of deceased owners. Families were often ripped apart. In 1854, for example, a 25-year-old woman named Mary and her children Daniel, Pryor, Ann, and an infant child were sold here.

James F. Carter purchased slaves in the town square early in 1854.

Carter, the son of Fountain Branch Carter, bought John and Patsy and took them to Mississippi where he lived for several years. He moved back to Franklin and

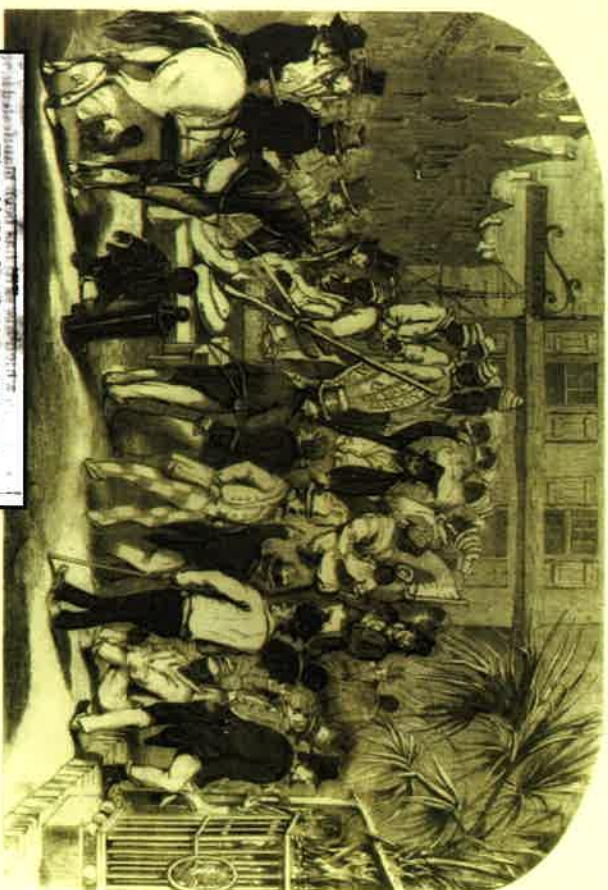
Sale of Land and Negroes.
By virtue of a decree of the
 Superior Court of the County of Franklin,
 we will sell to the highest bidder, on
 Saturday the 30th of September, 1854,
 the following described land, to-wit:
 500 Acres of Land, and
 100 Negroes.

Ten Likely Negroes.
 Being a parcel of the land of the
 late John F. Carter, deceased, lying
 in the town of Marshall, containing
 500 acres, more or less, and on a
 tract of 100 acres, more or less, and
 on a tract of 100 acres, more or less,
 and good security will be required of the
 purchaser.
 All persons having claims against the
 estate of the late John F. Carter,
 are required to present them to us
 on or before the 15th of September,
 1854.
 Sept. 21st, 1854—J. H.

Advertisement, sale of land
 and slaves, Sept. 15, 1853

died in 1859. John and Patsy were probably sent to Carter's father's farm just outside town that the Battle of Franklin enveloped on November 30, 1864. John and Patsy took the Carter surname. They and their children were residing in Franklin as free people in 1870.

The courthouse was demolished early in December 1855 to make way for the new courthouse, which stands today on the south side of the square. Soon, the market house was likewise torn down. The buying and selling of people, however, continued on the new courthouse steps and in the square through the outbreak of the Civil War.



Notice of the demolition of the old Market House.
 The old Market house which so long
 embellished our public square, has, during the
 present week, followed in the footsteps of the
 old Court house, and vanished from its late
 local habitation. Good. The boys will
 be fully disappointed of their Christmas fun,
 by this timely move on the part of our ven-
 erated city fathers.

Notice of courthouse and market house demolition,
 Dec. 21, 1855

(Thurcey) Sale of Slaves.
 I HEREBY give notice that I will sell at public
 sale, to the highest bidder, on Saturday the 15th of
 September, 1854, at 10 o'clock, A.M., in the Court
 house at Franklin, Tenn., the following named
 slaves, to-wit: JAMES, a male, about 25 years of
 age, of the Negro race, in Franklin, on a
 tract of 100 acres, more or less, and on a tract of
 100 acres, more or less, and on a tract of 100
 acres, more or less, and good security will be
 required of the purchaser.
 W. H. S. J. H. S. J. H. S.
 By 15, 1854—J. H.

Slave sale, 1856 - Courtesy Library of Congress

Slave sale advertisement, Jan. 7, 1853

Installed Oct 2019

September 14, 2020

TO: Franklin Public Arts Commission and Board of Mayor and Aldermen

FROM: Kelli Gibson, Planner

SUBJECT: Consideration of Proposed Public Art United States Colored Troops Statue located on the Southwest Quadrant of the Public Square.

Purpose

Per the Franklin Public Art Ordinance, proposed public art installations within the Historic Preservation Overlay are vetted by the Historic Zoning Commission (HZC) for a recommendation to the Board of Mayor and Aldermen. On September 14, 2020, the applicant requested consideration of a recommendation from the Historic Zoning Commission (HZC) for the proposed public art consisting of a United States Colored Troops statue on the Southwest Quadrant of the Public Square in the Downtown Franklin Historic District.

Exhibits

1. Comparison of Staging Options 1 and 2
2. Staging Option 2

Background

The public art piece by artist Joe F. Howard depicts a United States Colored Troops (U.S.C.T) soldier to commemorate the approximately 300 African American men from Williamson County who enlisted in the United States Army during the Civil War. Many of the men underwent enlistment processing at the historic county courthouse, giving the site further significance in the history of Williamson County's U.S.C.T soldiers. The statue will be placed on the southwest quadrant of the square in front of the courthouse at 305 Public Square and is situated looking out towards the center of the square. The statue will be located next to the existing United States Colored Troops interpretive marker. The proposed bronze statue is 6 ft. 5 in. tall and will be affixed to a solid granite base. The applicant proposes two potential options for the statue staging area. Both proposed options are appropriate within the context of the downtown setting.

Option 1 utilizes the existing 50 in. by 48 in. curbed area and proposes filling the area with reinforced concrete. This option keeps the area between the landscaped bed and the statue in its current state and allows for appropriate ADA sidewalk space between curbs (Exhibit 1).

Option 2 consists of creating a 6-in. elevated platform with reinforced concrete expanded to the flower bed area. The platform would be outlined by pavers (12 in. by 12. in.) the City already has in place. The current space meets ADA requirements and the landscaped area would remain in its current condition. The selected reinforced concrete is consistent with the existing concrete on the square (Exhibit 2).

A small bronze plaque denoting the name of the piece, the artist's name, and interpretive text will be applied to the base. The proposed art installation is intended to be permanent and the ownership and maintenance of the statue will be negotiated between the City and the applicant. The applicant is prepared to assume responsibility for ownership and maintenance if deemed appropriate. The applicant noted that there are existing streetlights adjacent to the proposed statue location but has stated that they would like to defer to City staff for decisions on lighting.

The Franklin Public Arts Commission and Historic Zoning Commission held a joint meeting on August 25, 2020 to allow for additional discussion of the item. The applicant attended the meeting to discuss the project and addressed questions and context considerations. The proposal received favorable feedback by the Commissions, with much of the discussion focusing on questions regarding landscaping and maintenance.

During consideration of the item at its September 14th meeting, the Historic Zoning Commission participated in further discussion in favor of the proposal. Preferences regarding Option 1 or 2 varied, but the Commission expressed approval for either option. The applicant stated that they were in favor of Option 1, but that Option 2 would also be suitable.

Recommendation

The HZC approved a favorable recommendation for Options 1 or 2 to the FPAC and the BOMA for the proposed public art installation at its September 14, 2020 meeting.



Exhibit 1. Comparison of Staging Options 1 and 2

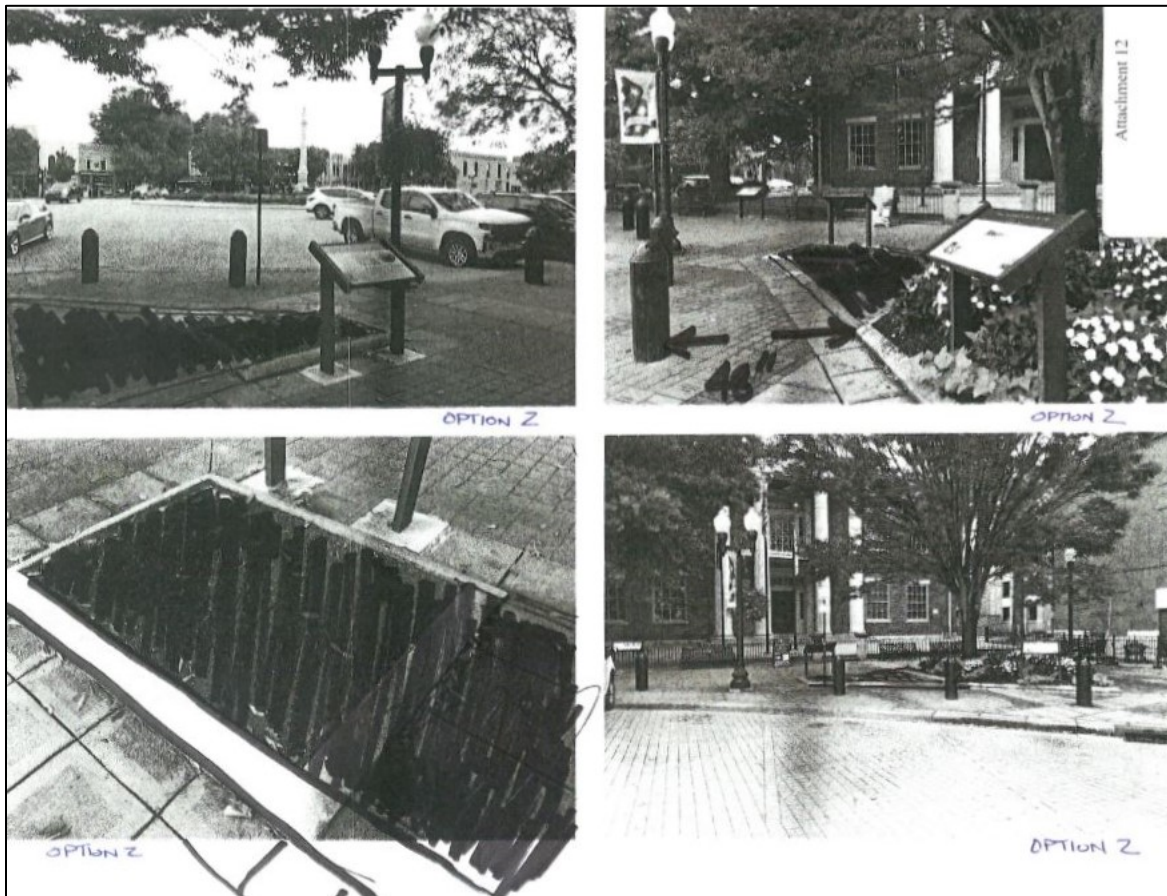


Exhibit 2. Staging Option 2

BATTLE OF FRANKLIN TRUST

Learn how the Civil War redefined America.

Friday, August 28, 2020

Jim Roberts, Kelly Baker-Hefley, Jeffrey Carson, Ken Scalf, Mary Pearce, Susan Besser, Brian Laster,
Lisa Marquardt, Mike Hathaway, Amanda Rose(COF), Kelli Gibson (COF)
Historic Zoning Commission
City Hall
109 Third Avenue South, Suite 133
Franklin, TN 37064

Dear Historic Zoning Committee,

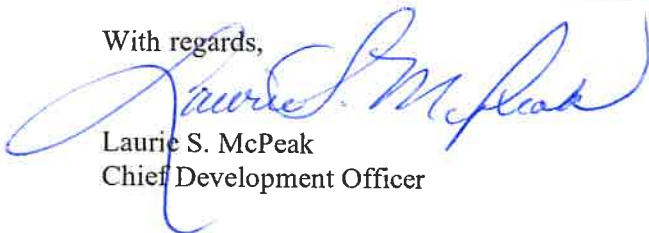
Thank each of you for joining the Arts Commission earlier this week for a dual meeting to discuss the basics of this community art project connected to The Fuller Story. On behalf of The Fuller Story and The Battle of Franklin Trust, enclosed materials are intended to not only frame the proposed U.S.C.T. Statue art installation as a component of The Fuller Story in the public square, but also speak to the details required for the Historic Zoning Committee to accurately review the project in accordance with Historic Zoning. Items including items discussed in joint meeting with Arts Commission:

- information on the appearance of the landscaping surrounding the statue (pages 2-3)
- information on a potential plaque located on the statue base (page 9)
- any information on the potential for lighting (page 2)
- information on a maintenance plan (page 2, 9-10)
- photos of the proposed statue placement from various vantage points (attachments 11,16-21)
- context drawings within the setting

The proposed United States Colored Troop Soldier art installation is the next phase of the unanimously approved by Franklin's Board of Mayor and Alderman Fuller Story project. This art installation joins the five interpretive markers placed in October 2019 to Franklin's public square tell a more comprehensive story. The art is proposed as a life-sized bronze, anchored to granite base, and secured to a re-enforced concrete base. There are currently two proposed options for the size of that clean, no planting area base which will be decided by the City of Franklin. More details about The Fuller Story, and this portion of the project are enclosed.

My intent for getting the required nine (9), plus two (2) City of Franklin staff material packets to you today at Suite 133 in City Hall so this project may be placed on the September 14th agenda for review. If there are any remaining questions that need to be answered prior to the review on September 14th, please contact me, Laurie McPeak, representative for the submission of this project for review. I may be reached at (615)794-0903 or by email, laurie@boft.org.

With regards,



Laurie S. McPeak
Chief Development Officer

Courthouse

USCT Interpretive Sign (sits 6" from curb)

<<<< This marker sits slightly off center of curbed space

6"

<-----6"----->

concrete

flaired bottom granite 38" wide x 44" deep

top of granite 34" wide x 40" deep

concrete

44"

30" wide x 36" deep x 72" tall Bronze

concrete

48"

2"

2"

2"

2"

38"

<-----50"----->

>

Current curbed dirt is 50" X 48"

Proposal #1

Keep current curbed area footprint at 50" x 48"

Replace direct area with appropriately re-enforced concrete

@ weight of bronze statue = *Awaiting confirmation from artist*

cubic ft solid granite (at top 34"x40"x19" & bottom 38"x44"x19") = 2,510 to 3,089 lbs

Total weight needing to be supported by newly poured/cured concrete = *Awaiting*

confirmation from artist on bronze to allow calculation

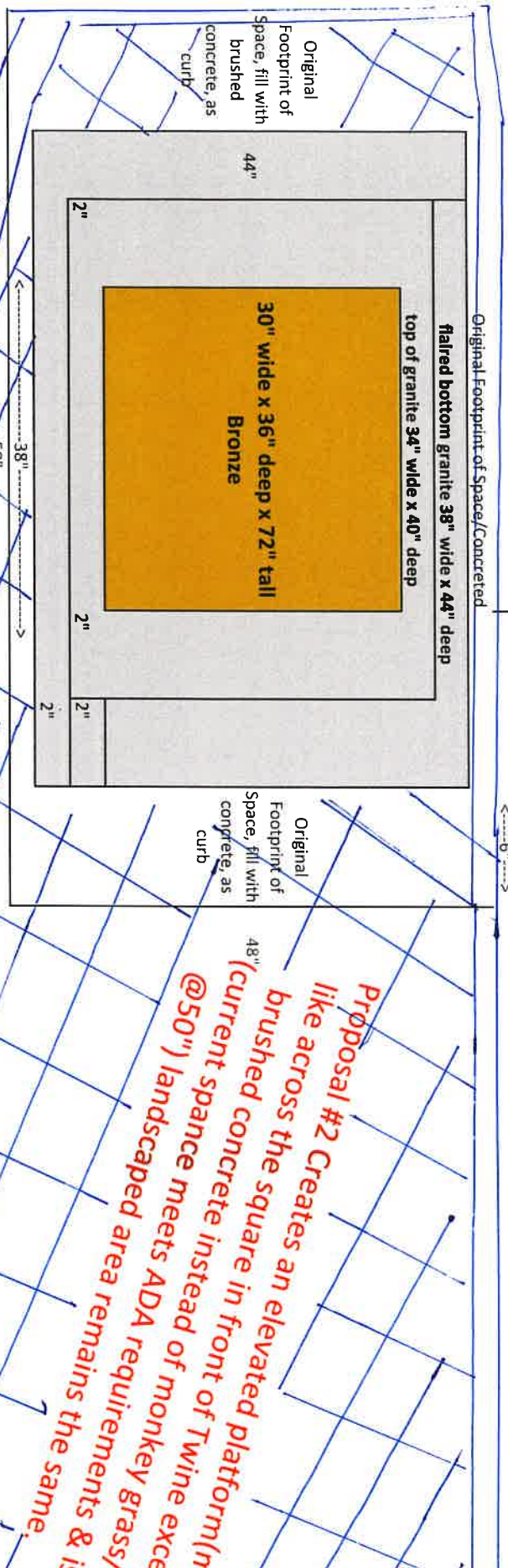
Proposal #1 Keeps the area between the landscaped bed and the statue area as is to allow for appropriate ADA sidewalk space between curbs.

Courthouse

USCT Interpretive Sign (sits 6" from curb)

<<<<

This marker sits slightly off center of curbed space



Attachment 9

Connect current curbed area 50" x 48" & connect through same curbing, to the landscaped bed around tree
Replace curbs between current 2 areas w/appropriate re-enforced concrete, box landscaped edge keeping
landscaped area as is, creating an elevated 6" brushed concrete platform.

@ weight of bronze statue =Awaiting confirmation from artist

@ weight of 18.38 cubic ft solid granite (at top 34"x40"x19" & bottom 38"x44"x19") = 2,510 to 3,089 lbs
Total weight needing to be supported by newly poured/cured concrete=Awaiting confirmation from artist on
bronze to allow calculation

Courthouse

USCT Interpretive Sign (16' x 6' from curb)

←←←←

This marker sits slightly off center of curbed space

5'

←←←←6'→→→→

Original Footprint of Space/Concrete
space, fill with
brushed
concrete, 35 curb



Original Footprint of Space, fill with concrete, 35 curb

Current curbed dirt is 50" X 48"

Proposal #2

Connect current curbed area 50" x 48" & connect through same curbing, to the landscaped bed around tree
Replace curbs between current 2 areas w/appropriate re-enforced concrete, box landscaped edge keeping
@ weight of bronze statue = *awaiting confirmation from artist*
@ weight of 18.38 cubic ft solid granite (at top 34"x40"x19" & bottom 38"x44"x19") = 2,510 to 3,089 lbs
Total weight needing to be supported by newly poured/curbed concrete = *awaiting confirmation from artist on*

Proposal #2 Creates an elevated platform/much like across the square in front of Twine except the square concrete instead of monkey brushed (current space meets ADA requirements & is @50") landscaped area remains the same.

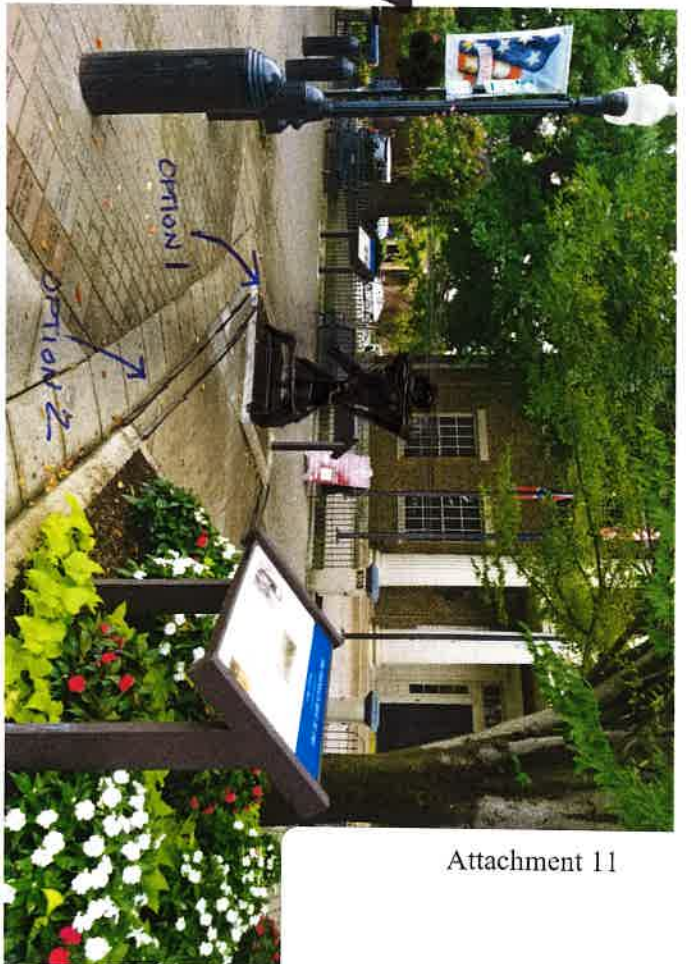




OPTION 2
OPTION 1



OPTION 1



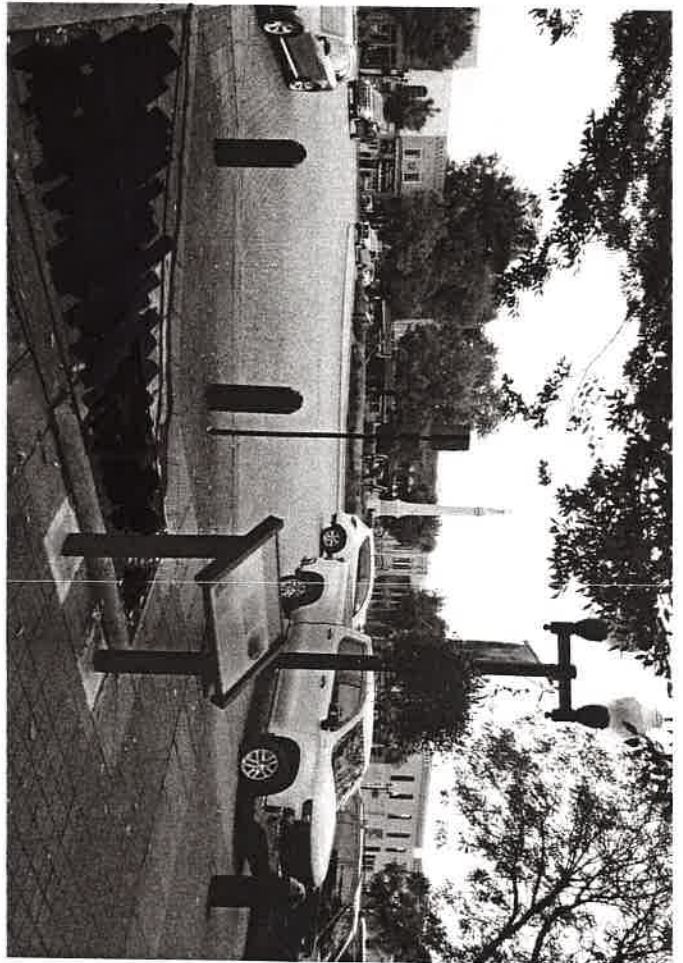
Attachment 11



CAMP LIGHT

OPTION 1

OPTION 2



OPTION 2



OPTION 2

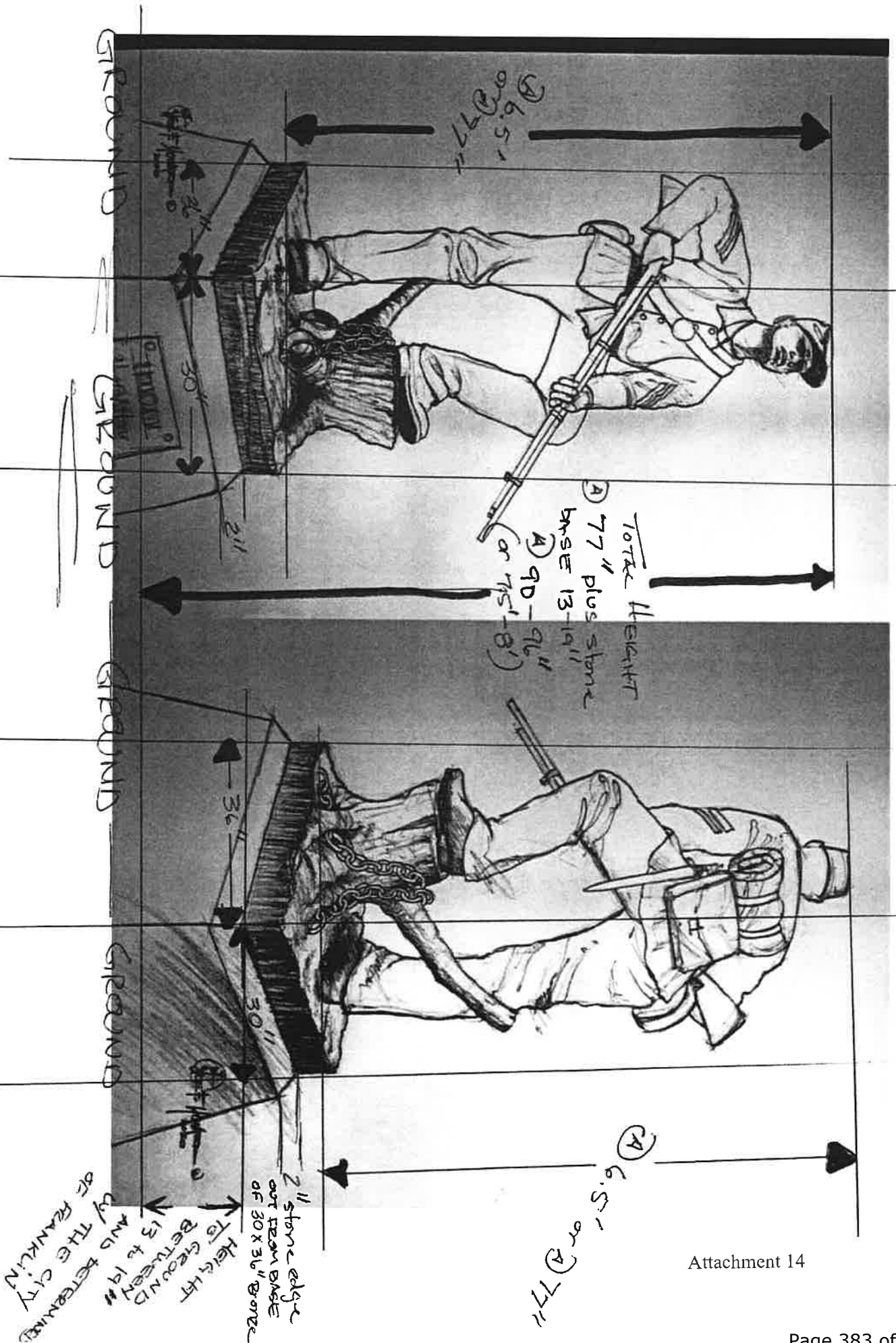


OPTION 2



OPTION 2

LIFE-SIZED STATUE @ 6 ft. 5 inches (A) 77") + BASE 19" = Total 96" or 8' completed



Attachment 14

The Fuller Story

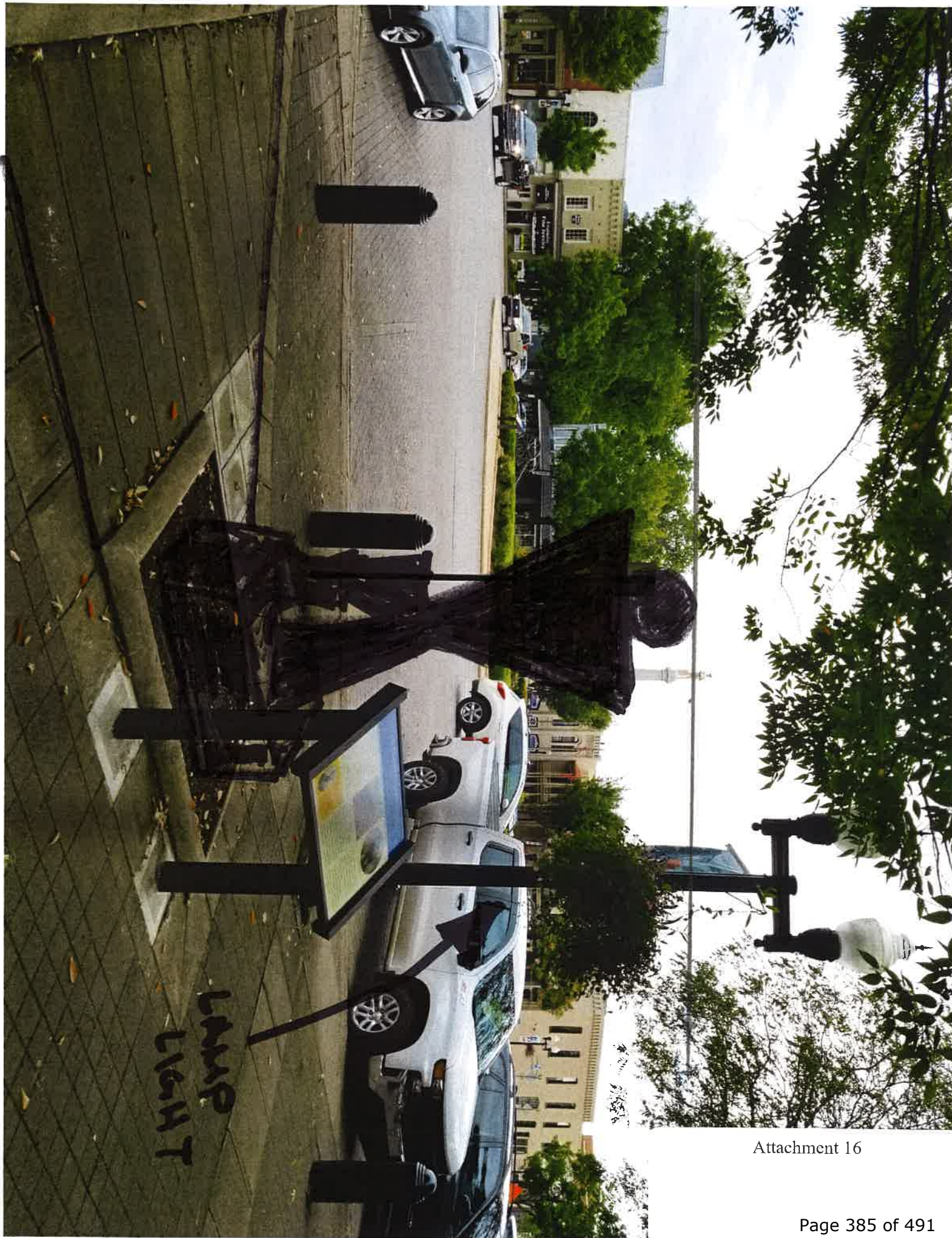
USCT Soldier Statue Bronze Plaque Draft

- The brass plaque to be mounted directly upon the 19" high x 38" wide granite base
- Brass plaque size estimated at 16" x 22"
- Proposed wording for statue plaque. Intent to identify representation and complement existing USCT Civil War Trails interpretive marker; (copy attached)

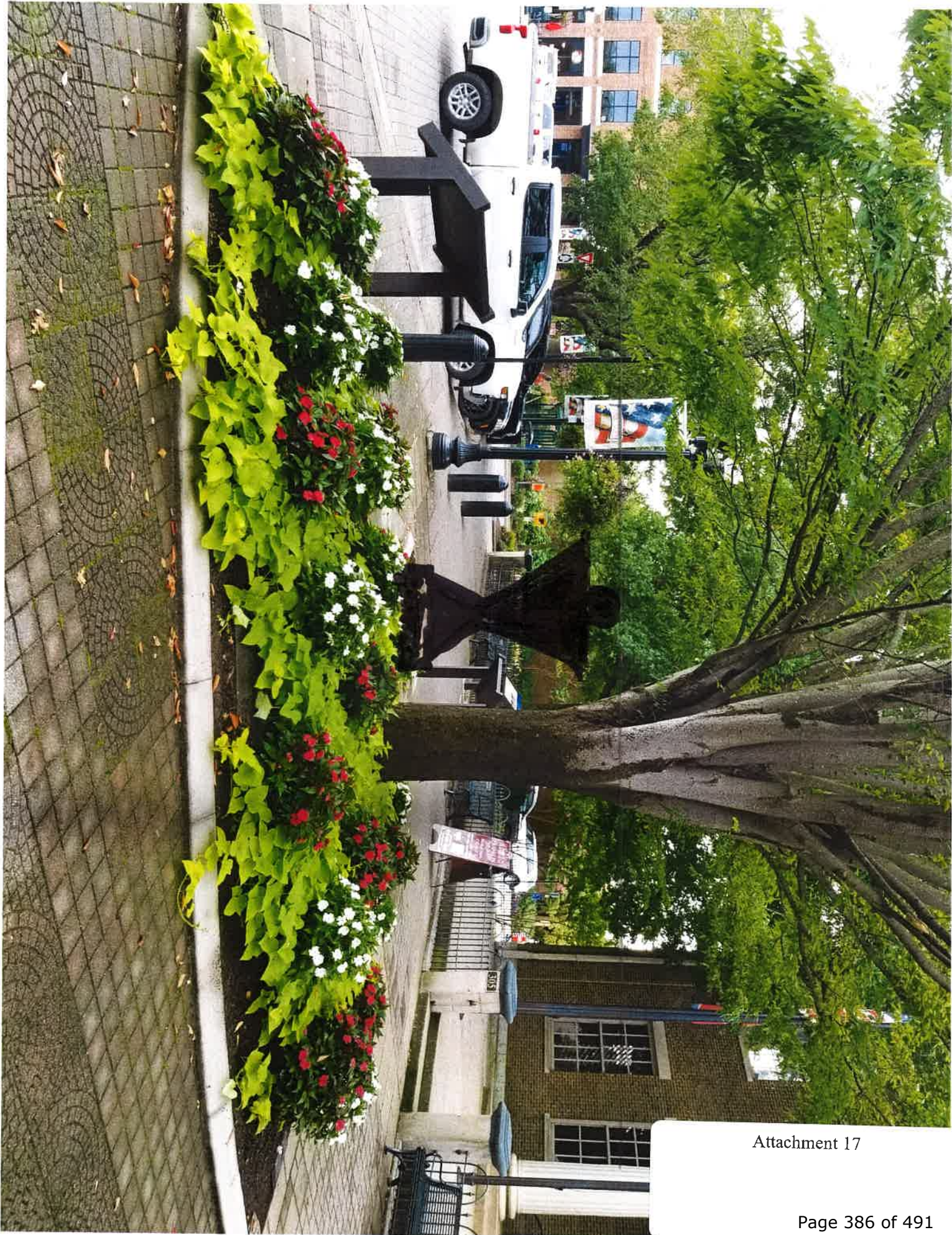
"Title of piece" Artist Joe F. Howard

Between 180,000 to 200,000 African American men became soldiers and served in the United States Colored Troops (U.S.C.T.) during the Civil War. This included over 300 men from Williamson County.

This statue depicts their journey from slavery to soldier.



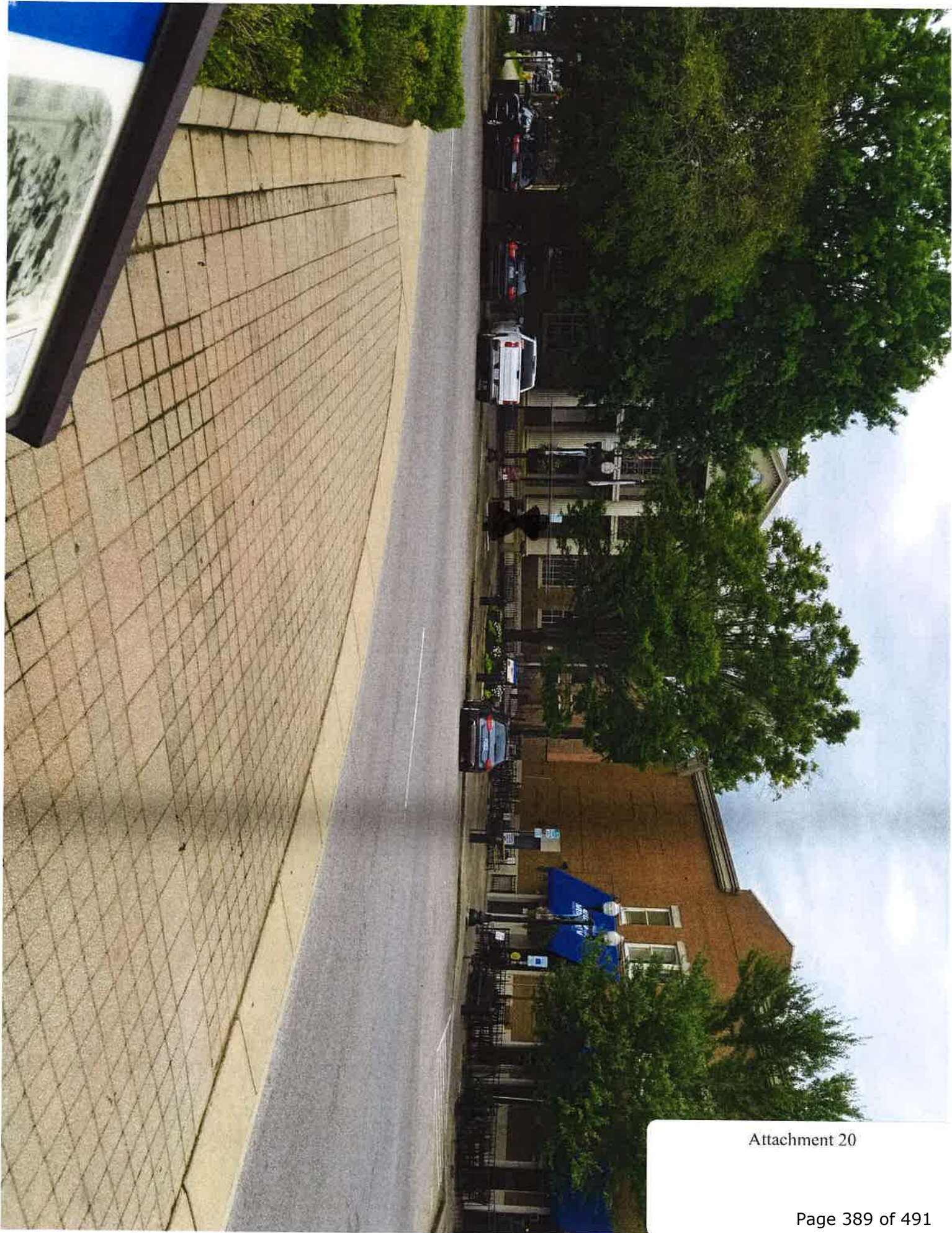
Attachment 16





Attachment 18









File #: 20-01180

DATE: September 21, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of DRAFT COF Contract No. 2020-0041, A Professional Services Agreement With Orchard, Hiltz & McCliment, Inc., d/b/a OHM Advisors To Design New City Hall Facility (Phase I).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement limited to design consultation in connection to the redevelopment of City Hall.

BACKGROUND/STAFF COMMENTS:

BOMA previously determined the City Hall facility to be beyond its useful life and in due course included the redevelopment of City Hall project on a priority list of Capital Investment Projects.

On February 20, 2020 the City released a solicitation for Statements of Qualifications from professional consulting firms interested in providing design and professional services for the new City Hall. The City subsequently selected OHM Advisors as a top firm.

In March of 2020, COVID-19, otherwise known as the novel coronavirus pandemic, caused the City to review funding related to adopted Capital Investment Projects including the redevelopment of a new City Hall.

On July 14, 2020 BOMA authorized the City to enter into contract negotiations with OHM Advisors for the design services related to a new City Hall (Resolution 2020-108). As part of the discussions, City Staff and OHM Advisors established a detailed framework to allow the Services to be provided in incremental phases, as to mitigate the risks of entering into a complex and evolving project during uncertain economic times.

Accordingly, the presented Professional Services Agreement ("PSA") contemplates Phase 1 of a total of six (6) phases, listed below. As the City learns more of its needs through public engagement and the federal/state economic outlook becomes clearer, the parties will have the necessary information to advance to subsequent phases by way of amendment to the PSA. Should the economic circumstances change or otherwise deteriorate, BOMA may postpone or discontinue the services under the PSA at any time by providing OHM Advisors advance written notice.

Phase 1: Programming, Charrette and Conceptual Master Plan
Phase 2: Schematic Design
Phase 3: Design Development

Phase 4: Construction Documents

Phase 5: Permitting, LEED Design Compliance Review, and Bidding & Negotiation

Phase 6: Construction Administration and Project Close-Out

FINANCIAL IMPACT:

\$859,472 total cost, to be budgeted via a future budget amendment in both the FY 2021 and FY 2022 General Fund operating budgets. \$636,010 to be budgeted in FY 2021 and \$223,462 in FY 2022.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF 2020-0041, contingent upon final review and approval from the City Administrator and City Attorney.

An aerial photograph of a city street intersection. A large orange star with a white outline is placed on a large, light-colored building in the lower right quadrant. In the center of the image, there is a circular intersection with a green field in the middle, labeled "Franklin". The surrounding area includes various buildings, trees, and parking lots.

Design New City Hall Facility

Consideration of COF Contract No. 2020-0041, A Professional Services Agreement with Orchard, Hiltz & McCliment, Inc., d/b/a OHM Advisors to Design New City Hall Facility

Google Earth

1999

35°55'29.03" N 86°52'06.78" W elev 651 ft eye alt 1225 ft

Background

- “Old Mall” at End of Building Lifespan
- One obvious example is the Leaking and Failing Roof System and Deferred Maintenance Costs
- Following an extensive RFP process, in July BOMA authorized City staff to proceed with drafting a Professional Services Agreement with OHM Advisors
- Downtown Franklin Experience
- Several City Hall Design Projects





The PSA includes:

- Five Distinct Milestones that require the BOMA approval prior to proceeding toward next Milestone.
- Ability to Pause or Terminate this Agreement with the City retaining ownership of plans and other intellectual information.
- Total Cost to complete Phase 1 is \$ 859,472 with \$ 636,010 to be incurred in FY 20.
- Phase 1 to be completed by this time next year.



City Hall Phase 1 Goals

- Establish the Vision
- Prepare the Conceptual Plans
- Hone in on Eventual Construction Costs
- Return to the BOMA for Permission to Proceed with Construction Drawings





Establish the Vision

- Build consensus on community vision for this public building and quadrant of the Public Square
- Gather broad perspectives on function and form
- Opportunities to engage citizens and stakeholders in OHM and City-led effort

Prepare the Conceptual Master Plan

- Full Building Programming
- Site Design Analysis
- Historic Context/Scale and Massing
- Exterior Design/Architecture
- Streetscape
- Gathering Spaces
- Site Circulation/Pedestrian and Vehicular
- Potential Complementary Uses
- Sustainability
- Public Art Opportunities
- Utilities
- Parking
- Estimate Eventual Construction Costs and Potential Schedule

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0041**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee ("City"), and ORCHARD, HILTZ & MCCLIMENT, INC. d/b/a OHM ADVISORS ("Consultant"), who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide architectural, engineering, related technical, and other services in connection with the redevelopment of City's existing city hall site on the historic Public Square in Downtown Franklin, Tennessee ("**Project**").

Design of New City Hall Facility – Phase I

1. Consultant shall provide to City the services and /or tender certain deliverables ("**Deliverable**") in certain phases, which is described in and agreed to by the parties in Attachment A, Scope of Services (the "Services"). For purposes of this Agreement, "Services" is defined as to be inclusive of the term "Deliverable".
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. Consultant shall be paid for work performed in accordance with the attached Fee Schedule and Article 9 of the attached Terms and Conditions For Professional Services. Unless otherwise specified in the Fee Schedule, Terms and Conditions For Professional Services, or otherwise agreed to in writing, in no event shall payment or reimbursement under Phase I of Attachment A of the Agreement exceed Eight Hundred Fifty Nine Thousand Four Hundred Seventy Two and 00/100 Dollars (\$859,472) ("**Phase I Budget**").
4. When it appears necessary to advance to subsequent phases of the Project, City and Consultant may enter into a separate written agreement specifically referencing this Agreement and amending or modifying the terms and conditions of this Agreement, Scope of Services, Fee Schedule or Completion Schedule under Attachment A.
5. In the event of any conflict or ambiguity between this Agreement, Terms and Conditions For Professional Services, Scope of Services and Completion Schedule, the order of precedence of the terms that shall govern from highest precedence to lowest shall be this Agreement, Terms and Conditions For Professional Services, Scope of Services, and then lastly, the Completion Schedule.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2020.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by members of the same profession.
- 1.2 Consider all Deliverables to be confidential and distribute copies of the same only to those persons specifically designated by the City. For facility safety and security purposes, Consultant agrees to not disclose any Deliverable to any third party.
- 1.3 Perform all Services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the Services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of Services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of Consultant's employees and subconsultants of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 *INTENTIONALLY OMITTED*
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.6 Consultant represents and warrants to City that, for any Deliverable provided by Consultant to City under this Agreement, Consultant has full power and authority to transfer title or grant any license herein granted without the consent of any other party, and any and all Deliverables are delivered free of any rightful claim of any third party by way of infringement or otherwise arising from or related to the claimed rights in any Deliverable or City's exercise of its rights under this Agreement.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Phase I Budget, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Deliverables and other Project related materials and may complete the work. Notwithstanding the foregoing, in the case of termination for cause, City shall provide advance written notice so that Consultant can correct any curable situation to the reasonable satisfaction of City within the period of time specified in the notice. If such correction is not made by the Consultant or the circumstances of the situation are not curable, as determined solely by City, the City shall provide written notice to Consultant that the Agreement is terminated as of the date of that writing.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Phase I Budget, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Consultant's Non-Appropriation of Funds. The City may also terminate this Agreement, in whole or in part, for Consultant's non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 Suspension or Delay. The City may, when in the interests of the City, suspend or delay the performance of any Services. City may reimburse Consultant for any additional costs reasonably incurred by Consultant as a result of such decision (provided that Consultant notifies City in advance of such costs, obtains City's approval prior to incurring such costs, and uses commercially reasonable efforts to minimize such costs).
- 4.5 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides,

earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. WORKS OF AUTHORSHIP; USE OF DELIVERABLES, DATA; PRIOR WORKS.

- 7.1 Consultant acknowledges and agrees that any works of authorship created through performance of Services or Deliverables under this Agreement (hereafter, "**Works**") constitute works made for hire under federal copyright laws. Consultant hereby assigns to City all ownership and copyrights in and to such Works, and warrants waiver of all moral rights in and to such Works.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DELIVERABLES/DATA.** City may be required to disclose Deliverables or other Project related data under state or federal law. City shall provide reasonable best efforts to notify Consultant if such request for data or documents has been made, and provide Consultant with an opportunity to respond to the request by redacting Consultant's proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and its sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's Deliverables. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a.) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b.) Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence.
 - c.) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d.) Professional Liability Insurance with a combined single limit of \$1,000,000 per claim and per occurrence and \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on general liability and auto liability policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and

performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 The Consultant may perform Services for City and/or tender certain Deliverables which will be described in Attachment A – Scope of Services. Said Services shall be performed during the period specified in the Completion Schedule under Attachment A. In consideration of the Services rendered by the Consultant, the Consultant shall be paid in monthly performance progress payments based on the percentage completion of each Service and Deliverable outlined in the Scope of Services under Attachment A. Consultant acknowledges that any payments due Consultant shall be made by City in accordance with City's Disbursement Policy, a current copy of which is available at <https://www.franklinTN.gov/home/showdocument?id=28007>, following receipt of Consultant's correct itemized invoice(s). Each invoice shall include relevant and supporting data as may be requested by City, such as name of person, job number, hours worked and description of work and shall be submitted electronically via the CIPinvoices@FranklinTN.gov inbox, the City's capital investment projects invoicing inbox. If Consultant fails to submit all correct supporting documents to City within such time period, Consultant shall not be entitled to seek payment for such Services and will waive any right it may otherwise have to invoice for and collect or otherwise recover such amounts. Unless otherwise expressly provided in the applicable Fee Schedule or in any writing by City, with respect to hourly charges and reimbursable expenses, City will only pay for actual hours worked and shall not pay for Consultant's travel time, lunch or break time, training, vacation, holidays, personal days, sick days, or weather related interruptions. Consultant is responsible for training its personnel, and all training will be done at Consultant's expense. In addition, Consultant shall not increase the fees charged to City for any overtime hours worked, unless mutually agreed by both parties.
- 9.2 Consultant shall be paid in full for all Services under this Agreement, including City authorized overruns of the Phase I Budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that Consultant and its subcontractors do not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

- 10.5 REPRESENTATION OF CONSULTANT'S THAT AGREEMENT WILL NOT BREACH ANOTHER CONTRACT. Consultant's execution and performance of this Agreement shall not constitute a breach or default under any contract, instrument or agreement to which Consultant is a party or by which Consultant is bound and shall not violate or interfere with the rights of any other party.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 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 of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.
- 11.3 SUBCONTRACTING. Consultant shall not hire any subcontractor to perform any Services without first obtaining the written consent of City. Any subcontract executed by the Consultant with the consent of City shall be on terms no less stringent to those contained in this Agreement. Consultant shall be responsible for the actions of any subcontractors with which it has a subcontracting relationship and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The rights, warranties, and obligations contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CONSULTANT:

CITY OF FRANKLIN, TENNESSEE:

(Signature)
Name: _____
Title: _____
Date: _____

(Signature)
Name: Dr. Ken Moore
Title: Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

September 23, 2020

Mr. Vernon Gerth
 Assistant City Administrator for Community and Economic Development City
 of Franklin
 Franklin City Hall 109
 3rd Avenue South
 Franklin, Tennessee 37064

RE: Franklin City Hall – **ATTACHMENT A - Proposal for Professional Design Services**

Mr. Gerth:

Thank you for the opportunity to work with you and the City of Franklin on this important project. We are pleased to provide the following Scope of Services and Deliverables proposal for our team's professional services. Our team understands the significant importance of keeping City Hall on the historic Square in the heart of Downtown Franklin. This is an exciting opportunity to replace the old City Hall Mall building with a state-of-the-art facility to enhance your ability to deliver the high level of service that your citizens have come to expect. A new City Hall must be designed to support the services that City Departments provide to residents and businesses. It must also provide welcoming meeting spaces for day to day interactions as well as larger spaces for official Civic gatherings, BOMA and Planning Commission meetings, and other local events.

We recognize the importance of designing a Landmark, Civic building that is woven into the rich fabric of Franklin's history and people. We know the citizens of Franklin take great pride in preserving the heritage of their community. The building must not only serve residents and businesses, but also enhance the public realm. Main Street is a rich pedestrian environment catering to tourists as well as locals. With the recent completion of Harpeth Square, the City Hall site is now at the center point of Main Street on the Square, rather than the end. A new City Hall must support and continue to promote the activity along the streetscape of downtown, engaging visitors and residents by maintaining the vibrant Main Street pedestrian character of Downtown Franklin. Special attention must be paid to building form and height, site placement, accessibility, parking, community engagement, and maximizing use of Public Spaces in and around the new City Hall building. The design solutions must provide an efficient daily workflow for City employees, while promoting an atmosphere of safety, collaboration, diversity, and inclusion. Public spaces shall be designed as welcoming, civic environments for the citizens of Franklin and enhance the rich history and community of Franklin.

Franklin's residents are a highly engaged community. The first phases of this project will begin with due diligence, programming, and a public charrette in order to establish design benchmarks for a City Hall that is truly representative of our local citizenry. Through continued scoping discussions with the Administrative Staff of the City, we have developed a detailed Work Plan, to complete the project, which includes consistent engagement from BOMA and community feedback throughout the process.

We have outlined our understanding of the project and our proposed process below. While submitting this proposal for the programming, design and construction of a new City Hall, we have identified specific milestones to bring current work progress and updated cost estimates to BOMA for their review and approval before proceeding with the next phase of work. We understand that the Coronavirus Pandemic has created uncertainty in our local economy and have taken steps to partner with the City in a methodical, prudent approach towards delivering our design services. As a project that will take years to complete, this is fundamental in establishing the required workflow to guide the City's vision and goals for a facility that has been in discussions for years.

The Base Architectural and Engineering Design Services include the following:

- Architectural Planning and Design – OHM Advisors (Prime Architect of Record) & Studio Eight Design (Architectural sub-consultant)
- Land Planning and Landscape Design – Kiser Vogrin Design (KVD)
- Civil Site Design – OHM Advisors
- Charrette Facilitation / Community Engagement – OHM Advisors/Studio Eight Design/KVD
- Structural Engineering and Design – Genesis Engineering Group, LLC
- Mechanical, Electrical, and Plumbing Engineering and Design – Genesis Engineering Group, LLC
- Fire Protection / Life Safety Design – Genesis Engineering Group, LLC
- Interior Design – Brand ID
- Preconstruction Estimation – The Parent Company
- LEED Facilitation, Sustainability and Energy Modeling Consultant – Optimized Design Solutions & Energy Studio
- Commissioning – Facility Diagnostics, LLC

Included Additional Recommended Consultant Design Services:

- Security Consultant – SRMC
- Acoustical / Architectural Lighting / Smart Building Technology / Audio-Visual / Telecommunications – Henderson Engineers

In order to proceed with an incremental approach to the project, this initial proposal includes the scope of work associated only with Phase 1. Descriptions of all remaining phases after Phase 1 have been included for information only at this time.

- Phase 1: Preliminary Design/ Public Charrette and Conceptual Master Plan

The remaining phases, beyond Phase 1, have been included within this proposal as a reference to the anticipated scope. The scope and fees associated with future phases are estimated for reference and planning only.

The purpose of this initial Phase 1 is to develop the recent Space Needs Analysis into a Building Program that will shape the plan, massing, departmental adjacencies, site considerations, and functions that will be included in the new City Hall development. We will explore additional related considerations such as streetscape and infrastructure improvements, security, new technology, sustainability, economic engagement downtown, and the never-ending need for parking. We will compile information about the existing conditions and stated needs to create foundational documents that will be shared and discussed in a week-long public charrette to solicit ideas, feedback and concerns from local residents, businesses, staff, and other stakeholders.

This input will be documented in real-time to explore the impact upon the site and opportunities that may arise from stakeholder input. A Conceptual Master Plan will be developed as the result of the Charrette to define a baseline “wish list” for the project. We will break the project down into components, discuss options, and prepare an opinion of probable cost for the overall Conceptual Master Plan for review and consideration by City Staff, Administration and BOMA. The end goal is to quantify the scope of what the City is comfortable pursuing before we begin Schematic Design, reconciling the wish list with the priorities of City Leadership.

Upon approval to proceed into Schematic Design, our team will prepare an updated proposal with amended scope, schedule and fees based on the understood project parameters. This will be submitted for approval prior to beginning with any work. We will repeat this review and approval process at key phases listed as “BOMA Milestones” in our Work Plan below, so that project progress is appropriate for the current state of the economy and needs of the City. Please find our understanding of the overall project scope and our proposed project approach and fees below.

Per the City's direction, deliverables will be provided in the format(s) stipulated as follows:

- Letters, memos, reports, data sheets, checklists, meeting minutes, schedules, certificates, and other written documentation listed herein are expected to be provided in PDF electronic format unless otherwise stated.
- Handouts and displays are expected to be provided using physical media (paper or otherwise).
- Project drawings issued at Schematic Design, Design Development, Construction Documents, and Project Closeout, are expected to be provided in both PDF electronic format and dwg (AutoCad) electronic file format. **Project drawings are to be the property of the City of Franklin.**
- Shop drawings, specifications, and other construction documents are expected to be provided in PDF electronic format unless otherwise stated
- Instances within this preliminary scope of services requesting Consultant recommendations or opinion are expected to be provided in the form of a letter or memo in PDF electronic format

Further definition of expected deliverables, per phase, are included within the scope descriptions as noted below within this proposal.

PROJECT DESCRIPTION
(AS PROVIDED BY THE CITY EXECUTIVE TEAM)

The City of Franklin seeks to redevelop the existing City Hall site on the historic Public Square in Downtown Franklin with a finished multi-story City Hall Facility, inclusive of public meeting spaces, additional structured parking, potential complementary uses, activated streetscape, and site improvements. The following information is our understanding of the project scope. This information was provided to the design team within the Scoping Agenda dated May 21, 2020. The City Team and the Design Team reviewed, discussed, and refined the scope during a series of meetings prior to submitting this proposal for professional services.

PROJECT SITE:

1. Address: 109 3rd Avenue South, Franklin, Tennessee, 37064
2. Tax Map: Map 78C, Parcel 300
3. Existing 2nd Avenue Parking Garage and one-story Theater on site to remain.

PROJECT BUDGET (PRELIMINARY):

\$24,500,000	City Hall
<u>(\$8,000,000)</u>	Add-Alternate Cost - Parking Garage
\$24,500,000	Total

PROJECT TARGET DATES:

Recommendation presented to BOMA:	June 2020 (This has been completed at time of proposal)
Finalize Contract Negotiations:	July 2020 – September 2020
Recommendation considered by BOMA:	October 27, 2020
Target Move-In Date:	March 24, 2026

(Note: Due to the addition of the Milestone Review Processes that were established during our Project Scoping Meetings, Project Completion is now estimated as being March 24, 2026. This time is an estimation and is later than the targeted July 1, 2024 completion date established within the RFQ. The Design Team cannot be held responsible for schedule extensions due to unanticipated durations in the City Review Processes. The Project Schedule will be updated at the end of each phase and presented to the City Executive Team for review and approval.)

PROCUREMENT AND DELIVERY METHOD: Design, Competitive Bid, Build

SUSTAINABLE OBJECTIVE:

LEED Silver Certification
Provide an Add-Alternate cost for Enhanced LEED Commissioning

BUILDING CODE: 2018 IBC

ZONING: Downtown District

CITY PROVIDED DOCUMENTS:

1. Finalized Space Needs Assessment
2. Site Survey
3. Geotechnical Analysis
4. Environmental Study of Existing Facility
5. Traffic and Parking Analysis

FACILITY INFORMATION:

Information presented herein is preliminary in nature. Information will be finalized through the public Charrette process, input from elected and appointed officials and other stakeholders, and discussions with City staff.

NEW CITY HALL:

1. Likely three stories with approximately 98,000 square feet of finished space for City Hall functions
 - a. Basement: Potential additional basement square footage for storage, underground parking, or an emergency shelter
 - b. Complementary Uses: Potential additional unfinished (shell space) square footage for complementary uses along 3rd Avenue S and Church Street

PARKING STRUCTURES:

1. New Parking Structure: Likely three stories (4 parking levels), potentially with bridge access to City Hall
2. Existing Parking Structure: Potential enhancements for bridge access to City Hall

CITY DEPARTMENTS TO BE HOUSED WITHIN THE NEW CITY HALL:

1. Administration
2. Communications
3. Building and Neighborhood Services
4. Engineering
5. Finance
6. Fire Administration
7. Human Resources
8. Information Technology / GIS
9. Law
10. Municipal Court
11. Planning and Sustainability
12. Purchasing
13. Recorder/Revenue
14. Facility Maintenance

SPECIALIZED AREAS/USES:

1. Public and private conference rooms and creative meeting spaces
2. Accessible public restrooms with separate entrance for festivals and downtown events
3. Boardroom / City Court space with public address, multimedia technology, and movable partitions for space flexibility
4. Permit and plans review centers
5. Traffic Operations Center (TOC)
6. Exterior revenue payment options, such as drive-up services and/or drop boxes
7. Emergency shelter
8. Records retention and Department Storage
9. Fitness center
10. Soundproof meeting spaces
11. Secure and vented mail and package delivery area
12. Emergency generator and clean power areas
13. Trash and recycle bin enclosures
14. Potential complementary uses that activate 3rd Avenue S and Church Street
15. Mother's Room
16. Facilities Storage Areas
17. Wood Shop

SITE CONSIDERATIONS:

1. Stormwater quantity and quality measures are to be provided in accordance with the City of Franklin Stormwater Ordinance and BMP Manual
2. **New** streetscape is to be provided on both sides of 3rd Avenue S and Church along the project length, including sidewalk, curb and gutter, stormwater infrastructure, inset on-street parking, street lighting, landscaping, pedestrian crossings, utility improvements, and street resurfacing. Incorporate into site design as an Add-Alternate
3. Utility improvements are to be incorporated around the site, including new water transmission mains in 2nd Avenue S, 3rd Avenue S, and Church Street, and new sewer line in 3rd Avenue S.
4. Investigate the feasibility, including cost, of street revisions to the 2nd Avenue to provide additional on-street parking, and incorporate into site design as an Add-Alternate
5. Investigate the feasibility, including cost, of undergrounding existing overhead electric utilities around the site, and incorporate into site design as an Add-Alternate
6. Investigate the feasibility, including cost, of providing greywater system for lavatory and landscape use, and incorporate into site design as an Add-Alternate

PURCHASING CONSIDERATIONS:

1. Furniture will be purchased and installed by the City Executive Team. The City Executive Team has not decided upon the method of procurement, whether the City Executive Team will piggy-back on a former contract or bid the FFE package with multiple vendors.
2. Access control and security camera systems will be purchased and installed by the City Executive Team to cabling infrastructure provided by the Contractor

ARCHITECTURAL AND ENGINEERING SERVICES REQUESTED:

1. Architectural Planning and Design – OHM Advisors (Prime Architect of Record) & Studio Eight Design (Architectural sub-consultant)
2. Land Planning and Landscape Architecture – Kiser + Vogrin Design (KVD)
3. Civil Site Design – OHM Advisors
4. Charrette Facilitation / Community Engagement – OHM Advisors/Studio Eight Design/KVD
5. ~~Logistics / Phasing Specialist (Removed from scope of work during initial scoping meetings)~~
6. Structural Design – Genesis Engineering Group, LLC
7. Mechanical, Electrical, and Plumbing Design – Genesis Engineering Group, LLC
8. Fire Protection / Life Safety Design – Genesis Engineering Group, LLC
9. Interior Design – Brand ID
10. Preconstruction Estimation – The Parent Company
11. ~~Economic Consultant for development of complementary uses along 3rd Avenue S and Church Street (Removed from design team scope of work)~~
12. LEED/Sustainability and Energy Modeling Consultant – Optimized Design Solutions & Energy Studio

INCLUDED ADDITIONAL RECOMMENDED SERVICES:

Below are additional consultants that were discussed during the Proposal Scoping Meetings. The City Team asked the Design Team to acquire proposals for the following additional consultants. The Design Team has included the expertise of these additional consultants in order to achieve the overall project sustainability goal of LEED Silver Equivalent and the goal of having a “State of the Art” facility that will stand the test of time.

1. Security Consultant – SRMC
2. Lighting/AV/Acoustical/Smart Building Technologies – Henderson Engineers
3. Commissioning – Facility Diagnostics, LLC

SCOPE OF SERVICES AND ANTICIPATED DELIVERABLES

Phase 1: Programming, Charrette and Conceptual Master Plan

Scope of Services:

The scope of services for Phase 1 includes the research, collection and analysis of available site data, policies, and land use regulations that have potential impact on the proposed planning and development. The building programming will be refined during this stage in order to develop building block and adjacency diagrams.

The scope of services for Phase 1 also includes preparation for and facilitation of a week-long public charrette to solicit input from stakeholder groups and citizens of Franklin. After the charrette the design team will summarize the findings and report back to the City Executive Team. Based upon the feedback from the charrette and the City Executive Team, the design team will develop Conceptual Master Plan options to review with the City Executive Team in order to arrive at one Conceptual Master Plan. Sustainability goals will be updated in response to the Conceptual Master Plan and presented to the Sustainability Commission for review and feedback. A Preliminary Probable Construction Cost Estimate will be prepared for the Conceptual Master Plan.

The design team will present the Charrette Feedback and Conceptual Master Plan to DRC for review and comment during a special meeting. The design team will respond to the DRC's feedback and present the charrette findings and Conceptual Master Plan to FMPC and BOMA at a Joint Conceptual Workshop. The design team will then make any updates in response to comments received at the Workshop prior to presenting to BOMA. The Parent Company will prepare a Preliminary Construction Cost Estimate based on the approved Conceptual Master Plan and these will be presented to BOMA Work Session. Shortly after, the Conceptual Master Plan and Preliminary Cost Estimate will be submitted to BOMA as a Resolution for review and approval before proceeding further. This BOMA Meeting & Resolution are Milestone 1 for the project.

Below is a list of key steps planned for Phase 1. A more detailed task outline and schedule is provided in the Work Plan attached as Appendix A.

1A. Project Kick Off with City Executive Team

1B. Review Space Needs Document & Establish Project Goals

Sustainability Commission Meeting for Initial Feedback

1C. Meet with City Executive Team: Review Space Needs Document/Site Observations Conclusions

1D. Building Programming - Research

1E. Master Plan: Evaluate Site for Development incl. Land, Buildings & Parking

1F. Building Programming

1G. Meet with City Executive Team: Review Preliminary Master Plan Concepts and Building Programming

1H. Update Preliminary Master Plan Concepts and Building Program

1J. Kick-Off Meetings with Specialty Consultants – Design and City Executive Team

1K. Owner Review Time

1L. Meet with Franklin Public Arts Commission for Initial Feedback

1M. Charrette Preparation Kick Off Meeting with City Executive Team

1N. Conduct Multi-Day Charrette with Community Stakeholders (week-long)

DRC Meeting #1: DRC will be one of the stakeholder group meetings within the charrette.

1O. Develop Draft of Charrette Findings Booklet & Wish-List Master Plan

1P. Meet with City Executive Team: Review Draft of Charrette Findings Booklet & Wish-List Master Plan

1Q. Preliminary Probable Construction Cost Estimate**1R. Meet with Sustainability Commission: Obtain Feedback for Sustainable Strategies****1S. DRC Meeting #2: Present Charrette Feedback and Conceptual Master Plan****FMPC / BOMA Joint Conceptual Workshop: Charrette Results and Conceptual Master Plan Presentation**

1T. Master Plan Concept Design Update (per Workshop Feedback)

BOMA Work Session: Review Conceptual Master Plan and Preliminary Construction Cost Estimate**BOMA MILESTONE 1: BOMA Meeting: Resolution to Approve Conceptual Master Plan and Preliminary Construction Cost Estimate**

After BOMA approves the Conceptual Master Plan and Preliminary Probable Construction Cost Estimate, the scope for the remainder of the project will be established. The Design Team will revisit their scope, schedule, and fees for the remainder of the project and present their amended proposal to the City Executive Team for review and comment. Once the City Executive Team approves the Design Team's amended proposal, the proposal will be presented to BOMA for review and approval as Milestone 2 for the Project. Milestone 2 is outlined below.

1U. Update Scope, Schedule & Fees for Remainder of Project

BOMA Work Session: Review Amended Scope, Schedule and Fees**BOMA MILESTONE 2: BOMA Meeting - Resolution to Approve Amended Scope, Schedule and Fees**

Through discussions between the City Executive Team and the Design Team, the following list of Add-Alternates has been established for consideration and inclusion within the overall project scope. Concept design of the Add Alternates described below are included in the Phase 1 scope of work. These items will be introduced during this phase as a basis of design for applicability and cost analysis. Pending the results of these pre-planning efforts, decisions will be made whether to accept any or all of the alternates. Accepted alternates will be incorporated into the base scope of the project as we move forward into the Schematic Design phase.

Proposed Add-Alternates (see below for expanded scope descriptions):

1. New Parking Garage
2. Streetscape Concept Development (Full ROW width) at 3rd Avenue
3. Streetscape Concept Development (Full ROW width) at Church Street
4. Streetscape Concept Development (Full ROW width) at 2nd Avenue
5. Greywater system for Lavatories and Landscape
6. Public Utility Upgrades / Improvements - Concept Development
 - a. Water Mains in 2nd Avenue
 - b. Water Mains in 3rd Avenue
 - c. Water Mains in Church Street
 - d. Sewer Main in 3rd Avenue
7. Planning for Relocation of Overhead Electrical Utilities to Underground
 - a. 2nd Avenue
 - b. 3rd Avenue
 - c. Church Street

Add-Alternate 1 – New Parking Garage Concept Development

- Prepare concept design package for new parking garage, including, but not limited to site plan, floor plans, elevations, parking layouts, and massing diagrams. The plans and elevations will include dimensions and notes

and will show vehicular access and pedestrian access to the proposed city hall building. It will also show anticipated vertical circulation and proposed entry points into the new city hall building, including potential bridge connections between the existing and proposed garages & City Hall. It will have preliminary sizes, dimensions, and notes to provide preliminary pricing by the contractor.

Add-Alternates #2, #3, and #4 – Streetscape Concept Development (Full ROW width)

- Work with City and Landscape Architect to develop conceptual plans for streetscape improvements along 2nd Avenue, 3rd Avenue, and Church Street. The concept plans will include typical sections and overall layout plan for each segment, generic landscape/hardscape material selection, street furnishing and decorative lighting recommendations. The preliminary streetscape plans will be developed in sufficient detail for quantity takeoff for preliminary pricing of the items identified below.
- Prepare Preliminary Civil Plans for 3rd Avenue Streetscape to include new curb & gutter, sidewalk, paving, drainage structures, striping and signage. Planters, lighting, specialty paving/scoring and furnishing locations to be identified by Landscape Architect.
- Prepare Preliminary Civil Plans for 2nd Avenue Streetscape to include new curb & gutter, sidewalk, paving, drainage structures, striping and signage. Planters, lighting, specialty paving/scoring and furnishing locations to be identified by Landscape Architect.
- Prepare Preliminary Civil Plans for Church Street Streetscape to include new curb & gutter, sidewalk, paving, drainage structures, striping and signage. Planters, lighting, specialty paving/scoring and furnishing locations to be identified by Landscape Architect.



Add-Alternate #5 – Greywater System for Lavatories & Landscape Concept Development

- Provide preliminary sizing of rainwater harvesting system as a green infrastructure practice in accordance with City stormwater quality design standards. Investigate potential cistern location, collection points, and piping to cistern. Piping from cistern to irrigation and/or building plumbing to be determined by Plumbing Engineer. Provide recommendations for access, use and maintenance. Identify potential products to be specified for design.

Add-Alternate #6 – Public Utility Upgrades & Improvements Concept Development

- Consult with Water Management, Engineering, and Street Departments for project goals, requirements, and discussion of potential public utility upgrades within 2nd Ave, 3rd Ave and Church Street to define the project termini, existing and proposed conditions. Possible utility upgrades may include new water main and sanitary sewers, storm sewers.
- Receive and review plans for proposed 60" RCP being installed in Church Street. Determine potential impacts to City Hall project and incorporate design by others into base plans.
- Prepare and deliver preliminary design plans for upgraded public utilities. At a minimum, these plans will include existing conditions, proposed alignment, profile, pipe sizes and materials, conceptual locations of drain inlets, manholes, valves, meters, and hydrants.

Add-Alternate #7 – Planning for Relocation of Overhead Utilities

- Work with City of Franklin staff, MTEMC, and other applicable utility providers to determine feasibility and requirements for relocating overhead utilities underground along 2nd Avenue, 3rd Avenue, and Church Street. Determine sizes of required ducts, vaults, and conduits.
- Attend two (2) meetings to review the functional utility plans with the City and utility companies.
- Define preliminary alignment and profile and incorporate to preliminary utility drawings.

Programming, Charrette and Conceptual Master Plan Deliverables:

City of Franklin Deliverables (to Design Team):

- Initial Feedback from City Exec / Sustainability Commission
- Geotechnical Analysis
- Survey
- Environmental Testing
- Space Needs Assessment

Pre-Charrette Architecture and Interiors Deliverables:

- Review Space Needs Analysis & prepare questions for clarification & discussion with City.
- Draft of Questionnaire for Departmental Surveys for City Executive Team Review.
- Final Questionnaires for distribution to City Departments.
- Agendas for City Hall Visits.
- Case Studies of relevant City Hall and Corporate Offices.
- Documentation of Departmental Interviews, including but not limited to the following:
 - Narrative Summary
 - Departmental Breakdown
- Building Program (from critical review of Space Needs Assessment and Departmental Interview Findings)
 - Summary of Understanding based on our review and findings, including updated Space Needs Document with Graphic representation of our understanding of the program.
- Building Adjacency Diagrams.
- Connectivity Options from new and existing parking garage structures back to City Hall.
- Building Footprint Options for use in Preliminary Conceptual Master Plan Options
- Included in this scope are two building footprint options. Additional options could be explored as an Additional Service

Pre-Charrette Civil Engineering Deliverables:

- Drone Footage of Surrounding Context per the Zoning Ordinance COA Requirements. Deliverable will be a 3D file (BIM/REVIT)/mass model for owner, as defined by the City Executive Team.
- CAD File of project Base Map.
- Coordination with Landscape Architecture on local land use and zoning policies/requirements, streetscape, open space, environmental, watershed, water quality and detention.
- Initial project due diligence with the City Executive Team and attendance at review meeting with City Officials, Planning, Engineering, Codes & Fire Departments as needed.
- Review the boundary and topographic survey of the site as supplied by the City Executive Team Provide notification of anticipated supplemental survey information if required. City to provide CAD file of survey with all coordinate points and raw data file. OHM will use the supplied data to generate a base map and digital terrain model of the existing site for plan production.
- In collaboration with Architect and Structural engineer, make and provide written recommendations for the scope of Geotechnical Investigation with regard to infiltration testing, and pavement design.
- Civil Engineer to conduct one site visit with the consultant and City Executive Team to review and document the physical characteristics of the site and surrounding areas and to evaluate unique features that might be the focus of special areas as the conceptual land planning develops.

Pre-Charrette Landscape Architecture Deliverables:

- Data Collection:
 - Regulations (General and Special): Local land use and zoning policies/requirements. Evaluate regulations that may have impact on the proposed development.
 - Site Visit: The Design Team and City Executive Team will conduct site visit(s) to review the physical characteristics of the site and surrounding areas and to evaluate unique features that might be the focus of special areas as the conceptual land planning develops. These visits shall typically focus on the following:
 - Property edges and study limits
 - Pedestrian & Vehicular circulation
 - Streetscapes
 - Parking and Service areas
 - Site Analysis Diagrams: Based on the substantial completion of the above services, KVD, in coordination with Client, will prepare a graphic composite site analysis of the property to aid the team in the development of conceptual planning studies and plans. The analysis will typically depict views, pedestrian and vehicular circulation, streetscape patterns, adjacent land uses/zoning, and potential development opportunities and constraints.
 - Preliminary Conceptual Master Plan Options: Based on the exhibits and City Executive Team direction garnered from the Discovery / Programming phase above the Design Team will prepare site Concept Plan studies and alternatives that will depict the proposed physical arrangement (plan) of the architectural product and ancillary uses proposed for site.

The Design Team will explore the following within the Preliminary Conceptual Master Plan Options:

- Building layout & placement.
- Vehicular & pedestrian circulation.
- Streetscape design consideration.
- Parking areas and structures.
- Formal & informal open space areas.
- Shared Use Principles including their justification for incorporation in the Plan.
- Walkable Community Principles and their incorporation in the Plan.
- Sustainable Principles and the integration of these practices in the Plan.
- Development summaries.

The Design Team will refine the Preliminary Conceptual Master Plan Options as necessary in collaboration with the City Executive Team in preparation for the design charrette in Phase 1.

Charrette Deliverables:

A successful Charrette will solicit community input and consensus build to establish a vision and specific goals for a redeveloped City Hall site. It will involve gathering community input on a variety of topics regarding the desired built environment and will include the incorporation of the facilities and space needed for successful City Hall operations.

The DRC will be one of the stakeholder groups participating in the public charrette allowing for their initial feedback on the Preliminary Conceptual Master Plan Options, building height and massing, and exterior building materials. Additional stakeholder groups will be identified in conjunction with the City Executive Team.

The Design Team and the City will work together to establish the deliverables for use in the week-long public charrette. The deliverables will be provided to help facilitate the discussion on the focus topics or stakeholder groups planned for the charrette. The deliverables will be a combination of handouts, displays, and other materials. In the event we need to do a virtual charrette and/or virtual stakeholder meetings, our deliverables could change from physical handouts, displays and graphics to virtual online tools to help facilitate data collection and feedback from the community and stakeholders. It may require the team to hold virtual meetings in lieu of physical in-person meetings; these decisions are to be determined as the project progresses.

The anticipated deliverables are listed below:

- Data Collection – Online surveys /tools
- Incorporate virtual methods, such as virtual meetings, on-line surveys, and other outreach methods as applicable
- Base Map
- Site Analysis Diagrams
- History of Site – past Buildings (uses, footprints, etc.)
- Case Study Boards / Design Inspiration Imagery
- Preliminary Master Plan Options
- Building Adjacency Diagrams
- Building Height and Massing Studies

The charrette will typically identify, define, generate, and / or address the following:

- Massing and Scale / Context Sensitivity in 3D
- Inspirational Architectural Style
- Customer Service
- Open Spaces and Art
- Interior Design Inspiration for Public Spaces
- Potential Uses on Third Avenue
- Circulation: Parking / Transit / Walking / Bicycling

Post-Charrette Deliverables:

The Design Team will work with the City Executive Team to develop the three deliverables listed below. These deliverables will be presented to the DRC, FMPC, and BOMA in the meetings outlined in the accompanying Work Plan. The Design Team anticipates feedback on the Conceptual (“Wish List”) Master Plan from DRC, FMPC, and BOMA in the meetings prior to the BOMA voting meeting. The Design Team will work with The City to revise the Conceptual (“Wish List”) Master Plan in between the meetings so that the feedback is incorporated into the Master Plan prior to presentation at the BOMA voting resolution meeting.

- **Charrette Findings Booklet**

The Design Team shall compile the efforts of the Charrette into a final booklet incorporating conceptual plans and illustrations of design options, studies, vignettes and meeting notes in a color booklet for future reference as the planning process evolves. This document shall be prepared in an 11x17 digital format.

- **Conceptual (“Wish List”) Master Plan**

The Design Team will develop a “Wish List” Master Plan reflective of the Charrette findings and feedback. The building design will consist of updated adjacency diagrams & block plans at this stage of the design. No exterior elevations will be explored until the Conceptual Master Plan has been approved. Three-dimensional building massing and height studies will be provided at this stage, along with case study vignettes that show elevation character and details to support charrette findings.

- **Preliminary Probable Construction Cost Estimate & Pre-Construction Considerations**

The design team and The Parent Company (TPC) will be engaged throughout the first phase to facility decision making regarding building systems and design solutions. As part of this effort, TPC will be gathering input and costs from regional sub-contractors for competitive analysis.

- Preliminary Schedule of Values based on footprint, massing, materials
- Ad-Hoc Estimating for potential building systems (structural & mechanical)
- Anticipated Construction Schedule (Duration) – updated to reflect anticipated scope
- Constructability / Sequencing Issues List
- Proposed Add-Alternates: Preliminary Schedule and Pricing shall be provided for all Add-Alternates at the end of Phase 1.

Post-Charrette Civil Engineering Deliverables:

- The Civil engineer will review the preliminary concept site plan and provide feedback relating to the civil infrastructure and anticipated site work. It is anticipated that the initial concept plan will include the new City Hall building and a new parking structure.
- Streetscape design from the existing curb line to the property line of the City Hall site. (Note: From face of curb to the opposite right-of way will be additional, alternate scope as described in Phase 1).
- Civil infrastructure and site work elements to be added to the concept plan will include identification of stormwater management strategies for quantity and quality, public utilities and utility service connections, establish base floor elevation for the buildings, and refinement of proposed roadways, drives, and pedestrian facilities. Prepare Civil sheets as necessary for Concept Site Plan deliverable.
- Evaluate truck access to service drive/loading and solid waste facilities. Provide Auto-Turn models of truck movements through the service drive, loading berths, and solid waste areas. Design vehicle(s) to be determined by City of Franklin engineering staff.
- Coordinate with Construction Consultant for preparation of preliminary construction cost estimates for City Hall, parking garage, streetscapes, and utility upgrades.

Mechanical, Electrical, Plumbing, and Structural Engineering Consultant Deliverables:

The role of the MEP and Structural Engineers at this stage is to establish operational goals that will inform the decisions for specific building systems with the City Executive Team, and to assist the Architect, LEED Consultant, and Civil Engineer with information needed for their respective deliverables. Therefore, below is a list of tasks and deliverables of the MEP and Structural engineers' involvement during Phase 1.

- Assist with defining necessary test programs needed for the project to be paid for by the City Executive Team. These include but are not limited to, geotechnical scope for foundation & excavation feedback, thermal conductivity testing for evaluation of geothermal systems, construction testing, commissioning, etc.
- Documentation of the City Executive Team operational goals of MEP building systems.
- Selection and / or elimination of primary building systems in conjunction with the developing program and City Executive Team operational goals.
- Assist as needed with the development of a LEED Scorecard to establish priority LEED credits.
- Perform low level energy analysis to gauge energy usage/cost over the life of the building.
- Assist with system space allocation and orientation
- Assist with development of a preliminary site utilities plan in association with the civil engineer. This task may include initial discussions and/or meetings with utility providers.
- Assist Civil Engineer in development of Add-Alternates #1-7.
- Preparation of preliminary building system design narratives to define the conceptual project budget.
- In collaboration with Architect and Civil engineer, we will discuss and coordinate timing for borings prior to demo and establish a proposed and acceptable approach with the City Executive team. It is our initial recommendation to take borings prior to demolition, as best we can, to allow design to progress based on reasonable certainty from the initial borings. After the demo is completed, borings needed inside of the footprint of the previous building can be completed to confirm and adjust the design direction. Please note performing any borings inside the footprint of the existing building prior to demo is logistically difficult for any testing company.

LEED/Sustainability Consultant Deliverables:

- Design and City Executive Team LEED Charrette minutes
- Preliminary LEED Scorecard for Sustainability Commission Meeting
- Memo highlighting undecided points by priority
- Integrative Process-Energy Report (Energy Studio)
- Minutes from Sustainability Commission Meeting
- Updated LEED Scorecard

Commissioning Pre-Design Deliverables:

- Develop the City Executive Team's Project Requirements

Security Consultant Deliverables:

- Minutes from Kick-Off Meeting
- Discovery and planning phase include a virtual meeting to meet with the team and appropriate stakeholders to develop the overall general physical security technology needs of the facility.
- Develop a high level Basis of Design (BOD) / Design Narrative (Note: These will be further developed and updated after the Charrette)

Acoustical/Architectural Lighting/Smart Building Technology Consultant Deliverables:

- Acoustical Consulting consists of assisting architect and stakeholders in programming tasks such as room spacing, dimensions, finishes, acoustical criteria and analysis. Consulting services will be provided with letter-reports submitted to the architect for incorporation into the documentation.
- Architectural Lighting scope will include conceptual design for the exterior façade. Documentation during conceptual design to be hand-drawn, redline format based on delivered REVIT models from architect. Additional deliverables to include defined cut sheet light fixture package for official cost estimating by others.
- Smart Building Consulting will consist of engaging in a User Requirements Workshop with key stakeholders in order to establish project goals and expectations. The information and results from this workshop will help develop key documentation including project goals, a systems integration matrix, and an Owner Project Requirements (OPR) document, that will help drive decision making throughout the project.

 **End of Phase 1**

Phase 2: Schematic Design

Scope of Services:

The Schematic Design Phase will begin with a Kick-Off Meeting with the City Executive Team and include intermediate design reviews throughout the Phase. Once the City Executive Team approves the final Schematic Design package and the Schematic Probable Construction Cost Estimate, the Design Team will present the Schematic Design at a Neighborhood Meeting. After the Neighborhood Meeting, the Design Team will present the Schematic Design and Neighborhood Meeting feedback to DRC.

The Design Team will review feedback from the Neighborhood Meeting and DRC with the City Executive Team to determine the necessary revisions to the Schematic Design package prior to presenting the design to FMPC and BOMA, as outlined below under Milestone 3.

Below is a list of key steps planned for Phase 2. A more detailed task outline and schedule is provided in the Work Plan attached as Appendix A.

2A. Kick Off Meeting with City Executive Team

2B. Preliminary Land Use, Building Programming, & Space Layout

2C. Preliminary Meeting with Building Codes / Fire, Planning, and Engineering 2D. Meet with City Executive Team: Review 50% SD

2E. DRC Meeting 3: 50% SD

2F. Meet with City Executive Team: Review 75% SD 2G. Meet with City Executive Team: Review 100% SD

2H. Preliminary Probable Construction Cost Estimate

2J. Meet with City Executive Team: Review Final SD

2K. Neighborhood Meeting 2L. DRC

Meeting #4: 100% SD

2M. Schematic Design Update (Per DRC Feedback)

FMPC / BOMA Joint Conceptual Workshop: Review Schematic Design

2N. Schematic Design Update per Workshop Feedback

BOMA Work Session: Review Schematic Design & Probable Construction Cost Estimate

BOMA MILESTONE 3: BOMA Meeting: Resolution to Approve Schematic Design & Probable Construction Cost Estimate

Once the scope of the project has been defined in Phase 1, the Add-Alternates listed in Phase 1 are expected to be either incorporated into the overall base scope of the project, eliminated, or deferred as a separate future effort. Therefore, no additional separate set of design documentation for add-alternates is included in the scope of work starting in Phase 2, Schematic Design and all subsequent phases. If further design alternates are requested in Phase 2 and beyond, additional design services may be required.

Schematic Design Deliverables:

The Schematic Design Phase will include intermediate check set submittals that will be reviewed with the City Executive Team. The check sets will be at 50%, 75%, and 100% Schematic Design. In the Work Plan, we are proposing two DRC Special Meetings at 50% and 100% SD. The anticipated deliverables for Schematic Design are listed below.

Building Code / Life Safety Analysis for Meeting with Building Codes, Fire, Planning, and Engineering:

- Analysis Deliverable: Provide a schematic narrative representing the conceptual building code analysis/life safety review, including meeting minutes and diagram(s) documenting direction, clarifications and outcome of the meetings with the building codes, fire marshal, planning and engineering departments.

Civil Engineering Deliverables:

The services listed below are for the new City Hall building only, with the project limits being defined by the back of existing curb along the perimeter of the site. The parking structure and other offsite work may be added to the design scope as alternates.

- Provide written narratives for anticipated site work, utilities, and other civil systems to serve as an outline for the Project manual to define the scope, quality and specifications of the site work.
- Work with Architect to define final location of the structure on site. Locate the footprints on the site survey with key project coordinates and benchmarks identified.
- Refine the dimensions, horizontal/vertical layout, and material selections for water and sewer service connections. Determine requirements for backflow prevention, fire protection, and oil/grease traps.
- Coordinate with Architect on base floor elevations at all building entrances. Develop preliminary plan for site grading/spot elevations in collaboration with Landscape Architect
- Coordinate with Landscape Architect for hardscape/landscape design of streetscape and plaza design at Public Square.
- Coordinate with MEP Engineers and the Architect for electrical power supply, ventilation, and fire protection systems.
- Prepare preliminary drainage plan including pipe sizes, structure inverts, profiles, pretreatment devices, green infrastructure, water quantity and quality management, and any required sediment or oil separation vaults for loading dock/solid waste areas.
- Provide preliminary civil drawings including demolition plan, dimensional site plan, grading/drainage, and utility plans. (~60% complete)

The Add-Alternates listed in Phase 1 will either be accepted into the base scope of the project or eliminated from the scope of the project at the beginning of the Schematic Design Phase (Phase 2). Below is a list of anticipated Civil Engineering Deliverables associated with Add-Alternates 1-7 should they be accepted as part of the base scope of the project at the beginning of Phase 2.

- Schematic Design for Parking Garage (Phase 1 Add-Alternate #1)
 - Same scope of services as City Hall design with additional parking structure included. Schematic Design plans will represent ~60% complete civil design plans.
- Detail Design for Streetscapes (Phase 1 Add-Alternates #2, #3, and #4)
 - Demolition & Removal Plans
 - Detailed grades for proposed curb ramps, ADA compliant sidewalks, driveway ramps, and curb/gutter
 - Finalize proposed Pavement Section(s). Specify Materials for asphalt, concrete, striping, decorative pavers, signal and lighting equipment
 - Issue Preliminary Civil drawings for streetscapes representing approximately 90% complete plans.
- Detailed Design for Greywater System for Lavatories & Landscape (Phase 1 Add-Alternate #5)
 - Incorporate design of rainwater harvesting system into site plan documents. Finalize tank size and location, collection pipe sizes and location, pretreatment measures. Prepare construction specifications and details as necessary.

- Detailed Design for Offsite Public Utilities (Phase 1 Add-Alternate #6)
 - Perform required supporting design calculations for sanitary, storm and water.
 - Specify structures and utility appurtenances such as manholes, inlets, valves, hydrants, etc. on plans.
 - Finalize horizontal and vertical alignments of underground utilities, pipe sizes, and materials.
 - Finalize demolition and removal plans.
 - Issue Preliminary Civil drawings for utilities representing approximately 90% complete plans.
- Relocating Overhead Utilities (Phase 1 Add-Alternate #7)
 - Provide detailed construction documents for underground electric and telecom utilities. Define duct alignment (vertical and horizontal) with consideration of the design of public water, sewer and storm utilities. Provide construction details and specifications for the work in accordance with Utility Owner standards.

Landscape Architecture Deliverables (Areas of Focus: Formal Open Space and Streetscape Design):

- Anticipated Formal Open Space Areas
- Public Square Hardscape/Landscape
- Pedestrian Corridors
- Site Sections
- Building Foundation Landscape
- Streetscapes Hardscape/Landscape (On Site 3rd Avenue South, Church Street, and 2nd Avenue)
- Structured Parking Hardscape/Landscape
- Dumpster/Compactor & Service Areas Hardscape/Landscape
- Provide preliminary landscape package (~60% complete)

Architectural:

- Schematic Floor Plans (1/8" scale)
- Schematic Building Sections (1/8" scale)
- Schematic Building Elevations (1/8" scale)
- Schematic Renderings – In color, with Proposed building Materials
- Assist Electrical and Civil Engineer with preliminary Site Lighting Selections and Layout for initial DRC Review/Site Plan Submittal Preparation
- Specification Manual – Table of Contents
- Updated programming document and narrative

Presentation Deliverables for the 50% Schematic Design DRC Meeting:

- Base Map
- Site Plan Rendering
- 50% Schematic Design Floor Plans
- Exterior Elevation Studies
- Black and White 3D Views
- Images of Proposed Materials/Elevation Color Studies
- Contextual Images – Height and Massing Analysis as it relates to surrounding context

Interior Deliverables:

- Concept imagery, finishes and sketches to help define design direction.
- Integration of current workflow trends into the design to help efficiency, communication, versatility, create a healthier work environment and attract future employees.

- Assist architects in building spatial concepts, adjacency diagrams and space plans through charrettes & team meetings.
- Preliminary Furniture Plan / Finish Palette

Mechanical, Electrical, Plumbing and Structural Deliverables:

The goal of this phase for Genesis is to review the architectural package and develop a written description of the primary structural/MEP building systems and conceptual plans as needed to convey the building design intent. We would anticipate at least three (3) meetings and/or conference calls with the architectural team, owner representatives, and cost/constructability consultant to discuss the anticipated systems and any finishes, operational goals, potential constructability issues, or immediate budget constraints that impact system selection. Leaving the SD phase, the ownership, architectural, and engineering teams should be in agreement on the primary design direction for the project as it relates to the building systems. Some of the documents to be developed during the SD phase include the following:

- Written Building Systems Narrative outlining the governing building codes and standards, design criteria, and a description of all primary building systems.
- Conceptual Structural Framing and Foundation Plans with descriptive notes.
- Suggested Significant Structural Details for coordination with conceptual building sections prepared by the architectural team.
- Conceptual Electrical Site Plan and Building Plan indicating location and routing of secondary power distribution and intended location of building electrical rooms and utility transformers for coordination with civil.
- Block Mechanical Plans indicating intended location of primary HVAC equipment (ground, interior rooms, and rooftop), and significant plumbing/fire protection equipment for architectural and civil coordination.

Security Consultant Deliverables:

- Once Basis of Design (BOD) is completed and approved, SRMC will review the initial conceptual design and provide budgetary costs on the security design by the electrical engineer.
- Operational objectives of the system such as programming, integrations, management and monitoring of these technologies.
- Conceptual Security Design & Budget
- Upon approval of the design concept and budget, SRMC will begin working on the design phases.

Acoustical/Architectural Lighting/Audio-Video/Broadcast/Smart Building Technology/Telecommunications Consultant Deliverables:

- Acoustical Consulting:
 - Conduct an environmental noise survey of the proposed site to assess existing ambient noise conditions. The findings will be used to help develop exterior building façade design (including glazing options).
 - Provide concepts and recommendations to create a proper environment for the natural reinforcement of sound and reverberation control in intended listening areas.
 - Provide concepts and recommendations for suitable sound isolation between adjacent spaces, between the interior and the exterior of the building, and between mechanical, electrical and plumbing equipment rooms and adjacent noise-sensitive spaces.
 - Review of the architectural contract documents as they relate to the acoustical characteristics of these spaces.
 - Participate in BIM-related coordination.
 - Provide recommendations and suggested specifications for sound retarding doors and operable partitions, if required.
 - Prepare mechanical, electrical, & plumbing (MEP) systems noise and vibration control guideline recommendations for reference by the project engineer(s) during systems design. This will include recommended noise criteria for spaces identified above.

- Review MEP systems documents as required to identify potential noise and vibration concerns in spaces identified above. Review and recommendations will include (but may not be limited to) the following:
 - Control of fan noise transmitted via supply, return, and exhaust air duct systems.
 - Control of noise generated by variable volume boxes and fan-powered terminals.
 - Selection of grilles, diffusers, and other duct system elements to meet recommended noise criteria.
 - Control of noise generated by electrical system power transformers, emergency generators, variable speed drive controllers, and other applicable electrical equipment.
 - Control of noise generated by chillers, compressors, condensers, pumps, and other refrigeration and/or plumbing equipment.
 - Provide concepts and recommendations to control noise associated with lighting systems and related dimming controls.
- Recommend vibration isolation for MEP systems equipment.
- Architectural Lighting:
 - Architectural lighting design services to include Design Development, Construction Document, and Construction Administration services including final aiming
 - Coordination of programming of dimming system with owner.
 - Documentation during Schematic and 50% Design Development phases to be hand-drawn, redline format based on delivered REVIT models from architect. For these phases, additional deliverables to include defined cut sheet light fixture package for official cost estimating by others and review of existing lighting and control system conditions.
 - The 100% DD set to include a REVIT-based lighting plan, preliminary light fixture schedule, and hand-drawn lighting/ architectural details for coordination.
 - The Construction Document phase will include control logic documentation and implementation within the existing control system but will exclude actual circuiting (to be included by electrical engineer).
 - Coordination Services to include meetings throughout the process to be accomplished through meetings within the Kansas City area only or video-conferencing.
 - Limited Construction Administration services to include answering contractor RFIs, shop drawing review, and one (1) final aiming session with one (1) Henderson employee for one (1) night on site with the contractor to aim and adjust light fixtures associated with scope areas.
 - Dimming system programming, training, and commissioning to be performed by specified manufacturer under the guidance of lighting designer and architect.
 - Coordination site visits during construction to be excluded
- Audio- Video/Broadcast:
 - Complete design and engineering services for the Audio-Video systems shall be based on the outcome of the programming phase as well as ongoing communication with project stakeholders including the Architect and authorized
 - Owner's representatives. Pending the outcome of the programming phase, systems design elements will include (but not necessarily be limited to):
 - Audio and video systems in the multi-purpose/council chambers area including a video capture system to facilitate the recording and transmission of council meeting over local cable tv
 - Presentation systems in select conference and meeting rooms
 - Sound masking system in select areas of the facility
 - IPTV head-end
 - Digital signage and/or wayfinding displays as locations are determined
 - Specialized control systems to increase ease of operation for audio-video system(s)
 - Large format and/or interactive video displays in select areas of the facility
 - Audio-video support for operations center activities

- Smart Building Consulting:
 - Host/ Participate in coordination meetings with design team to coordinate system choices, functions, and interoperability.
 - Review of project drawings & specifications to ensure they meet the project goals and verifying that system interoperability requirements are covered.
 - Development of Division 25 specifications.
 - Coordination during construction to help resolve any issues related to the Smart Building Systems.
 - Review of system shop drawings (as identified in the systems integration matrix) to ensure proper communication protocols are specified, help determine and verify system compatibilities and functions, and adapting the technologies and solutions as new information becomes available.
 - Witness systems commissioning and operation related to the Smart Building Systems, to verify compliance with project goals and Owner's expectations.
 - Development of Smart Building Plan delivered upon successful completion of the project. The Smart Building
 - Plan serves as a document for the Owner to utilize in future projects which may add to or expand the Smart
 - Building capabilities, allowing for an easier integration with existing systems.
- Telecommunications:
 - Telecom documentation will consist of plans, schedules and specifications.
 - Design of Structured cabling system, inclusive of MDF/IDF layout, grounding and bonding, and telecom pathways.
 - Design of Wi-Fi system, based on a GRID layout.
 - Specification of active network switches to support IP-Enabled Security Devices, Wi-Fi and IPTV. Henderson assumes that active network components to support standard business use shall be provided by Others.
 - Design may include specification of distributed antenna system (DAS) as determined to be required

LEED/Sustainability Deliverables:

- Revised LEED Scorecard
- Memo highlighting undecided points by priority
- Energy model based on 100% Schematic Design Phase drawings (Energy Studio)
- USGBC Registration Confirmation, if pursuing formal LEED Certification

Commissioning Drawing Review Deliverable:

- Review the Basis of Design (BOD)
- Develop and Implement a commissioning plan, including checklists for pre-functional and functional performance verification
- Develop commissioning specifications

Construction Cost Estimate & Pre-Construction Considerations:

- Schedule of Values
- Cost Analysis / Value Engineering options
- Updated Construction Schedule (Duration)
- Constructability / Sequencing Issues List

Presentation Deliverables for the Neighborhood, DRC Meeting(s), FMPC, BOMA Presentations:

Handouts, displays, and other materials will be required and are anticipated to include the following information. The Design Team will incorporate virtual methods, such as virtual meetings, on-line surveys, and other outreach methods as applicable.

- Base Map
- Site Plan Rendering
- Schematic Floor Plans
- Exterior Elevations and Color 3D Renderings
- Images of Proposed Materials
- Contextual Images – Height and Massing Analysis as it relates to surrounding context
- Construction Cost Estimate

End of Phase 2

Phase 3: Design Development

Scope of Services:

The Phase will begin with a Kick-Off Meeting with the City Executive Team and include intermediate design reviews throughout the Phase. Once the City Executive Team approves the final Design Development package and the Probable Construction Cost Estimate, the Design Team will begin the Site Plan Approval Process. In order to begin the Site Plan Approval Process, the Civil Engineering and Landscape Design Documents will be developed to a Construction Document level, beyond the level of development of the remainder of the design disciplines.

Below is a list of key steps planned for Phase 3. A more detailed task outline and schedule is provided in the Work Plan attached as Appendix A.

3A. Kick Off Meeting with City Executive Team

3B. Design Team Kick Off (Update LEED Scorecard) 3C.

Meeting with Building Codes and Fire

3D. Meet with City Executive Team: Review 50% DD 3E. Meet

with City Executive Team: Review 75% DD 3F. Meet with City

Executive Team: Review 100% DD **3G. Preliminary Probable**

Construction Cost Estimate 3H. Meet with City Executive Team:

Review Final DD **3J. Site Plan Review Process**

FHZC DRC Meeting #5 (Full COA)

Design Development and Site Plan Approval / FHZC COA Approval Deliverables:

The Civil Engineering and Landscape Architecture Documents will be at a higher level of development than the typical level of development for Design Development. In order to proceed with the Site Plan Approval Process, the Civil Engineering and Landscape Architecture Design will be accelerated to an ~90% Construction Document Level of Completion during Design Development. The Civil Engineers and landscape Architect will include items listed in the Site Plan/Landscape Plan Submittal Checklist and incorporate other items listed below. OHM will be the applicant for the Site Plan Approval Process.

At Design Development, OHM will serve as the Applicant for:

- City of Franklin Site Plan Submittal (signed and sealed). The Site Plan Approval procedure has a pre-app submittal, initial submittal, resubmittal, and one (or more) One-Stop submittal(s). There is a FMPC vote between resubmittal and One Stop. There is no 3rd party review for Site Plans. The Long Term Maintenance Plan is required for Site Plan Approval.
- ROW Permit Submittals (signed and sealed) to TDOT for work in TDOT ROW (3rd Ave S and MainSt)
- NOI/SWPPP submittals to TDEC for a NOC

Civil Engineering Deliverables:

- Continue coordination of civil engineering design with MEP, landscape architect, structural engineer, and architect. Identify and resolve potential conflicts. Attend bi-weekly progress meetings with Consultant team.
- Select equipment or products to be specified for the project. Work with material suppliers and vendors to confirm specifications, compatibility, and design details. Coordinate selections with Architect for City Executive Team approvals.

- Finalize dimensions, horizontal/vertical layout, and construction specifications for water line, backflow prevention device(s), sanitary sewer, storm drains and fire protection supply outside the building.
- Finalize design of stormwater management system including water quality BMPs.
- Complete supporting design calculations for stormwater management plan in accordance with City of Franklin Stormwater Ordinance and BMP Manual. This includes water quality design. (If a cistern is chosen as a suitable green infrastructure practice for harvesting rainwater for use in irrigation or other gray water uses, additional scope and fee will be required)
- Incorporate designs of utilities by others into the site utility plan (Fire protection, irrigation, gas, electric, and telecom.) and check for/resolve any conflicts.
- Complete detailed site grading plan including spot elevations for curbs, walks, stairs, ramps. Confirm site grading and access is compliant with Americans with Disabilities Act.
- Provide engineering design to accommodate the hardscape/streetscape features identified by the Architect and Landscape architect.
- Develop two-phase erosion prevention and sediment control plan (initial/final) for disturbed area less than 5 acres. Prepare Stormwater Pollution & Prevention Plan in accordance with TDEC regulations.
- Add pertinent construction details to the plans (pavement section, curbs, utility structures, drainage structures, EPSC, etc.)
- Prepare descriptions for Project Manual sections related to civil systems/site work. Include initial performance specifications for materials and equipment.
- Provide civil design documents in sufficient detail for agency review and general contractor pricing. (~90% complete)

Landscape Architecture Deliverables (Open Space and Streetscape):

- Signed & Sealed, Hardscape and Landscape Plans Pre-Application Submittal Documents (per the Pre-Application Site Plan Checklist)
- Signed & Sealed, Hardscape and Landscape Plan Submittal Documents per the Site Plan Checklist (Landscape Construction Documents ~90% completion)
- Overall Landscape / Hardscape Site Plan
 - Materials / Layout Plans
 - Grading and Drainage Plans
 - Key Construction Details
 - Landscape Plans
 - Schematic Lighting Plans

Updated Building Code / Life Safety Analysis for Meeting with Codes and Fire

- Analysis Deliverable: Provide further developed and refined Building Code/Life Safety documentation representing the outcome of schematic design and further evaluation, including but not limited to diagrams, detailed drawings, and further refined narrative information.

Architecture and Interiors:

The Design Development Phase will include intermediate check set submittals that will be reviewed with the City Team. The check sets will be at 25%, 50%, 75%, and 100% Design Development.

Note: The list below is what would typically be anticipated for 100% Design Development but could vary slightly from what is listed. The purpose of the Design Development Drawings is to fully define the design intent of the Scope of Work so that more detailed pricing can be established upon completion of the Design Development documents.

- DRC Presentation Materials (Draft of Application Documents per the Certificate of Appropriateness Checklist)
- Prepare, submit, and represent the project proposal for Certificates of Appropriateness (COA), inclusive of demolition, new construction, and any signage, awnings, lighting, walls, fencing, or other similar elements. Submittal Requirements: (9) 11x17 hard copies FHZC Application and Submittal Documents per the Certificate of Appropriateness Checklist
- Pre-App Submittal Documents (per the Pre-App Checklist) and Site Plan Submittal Documents as required by the Pre-App and Site Plan Submittal Checklists (As specified under A1.0 “Architectural Elevations” of the Site Plan Checklist).
- Assist Civil and Electrical Engineer in Site Lighting Selections and Site Lighting Plan for Site Plan Submittal
- Demolition Plans
- Life Safety Plans
- Floor Plans (1/8”) with further dimensional detail and notes
- Roof Plan
- Reflected Ceiling Plans
- Building Section(s): Showing floor to floor heights, interstitial space, ceiling heights, relationship to exterior grade and other basic design intent items.
- Typical Wall Sections showing exterior wall system development with floor to floor heights.
- Preliminary Details
- Interior elevations (Design significant)
- Millwork/Casework Elevations
- Preliminary Door Schedule (showing room Numbers and names)
- Finish Plan – One defined interior finish palette including window treatment selection, appliance selection, and fixture selection (if exact selection is not identified provide allowance figure for pricing).
- Equipment Plans - All equipment generally located.
- Equipment cut sheet book – prepared by City Executive Team or their consultant.
- A furniture project schedule based on deadlines/milestones supplied by the architect/contractor.
- Furniture Plan (preliminary), not based on specific product but general layout for basic service and coordination with power/data consultants
- Material selections including manufacturer and patterns
- Preliminary Project Specifications Manual.
 - Index of Sections (of what will be included in final printing).
 - Final draft of conditions of the contract (Incorporate City - front end requirements)
 - Final draft of Division 1 - General requirements.
 - Division 2-16 specifications. (Note) Either outline format or preliminary edits for final specifications
 - Incorporate LEED Equivalent Construction / Documentation Requirements
- Material selections including manufacturer and patterns
- Provide updated programming documents and preliminary schedule to TPC for preliminary budgeting and construction duration feedback.

Mechanical, Electrical, Plumbing and Structural Deliverables:

The DD phase will identify the primary building systems outlined in the SD narrative to the point of primary structural items, primary MEP systems such as electrical service sizing and metering strategy, primary HVAC equipment and main duct routing, general coordination with civil utility plans, and general coordination with the architectural plans. Coordination will include utility room sizing with the architectural team. Genesis anticipates initial pricing by the cost consultant in this phase and as such, documents will focus on the primary cost drivers for the project. The architectural and engineering team may agree to provide refined development of crucial area of the plans. After the DD submittal is completed, we anticipate a “page-flip” meeting with the owner representatives, architect, and cost/constructability consultant. We will plan on having meetings as needed to review an initial cost estimate at this stage and expect to issue written comments to the pricing document including any qualifications/exclusions. To

maintain the project schedule, changes to primary building systems, as well as significant program or architectural plan changes, should be avoided after the completion of the DD phase. Some of the documents to be developed during the DD phase include the following

- Structural Foundation/Column Plans.
- Structural Framing Plans on all levels including the location of all lateral load resisting elements.
- Conceptual Structural Wall Sections and Significant Structural Details.
- HVAC Singly-Line Distribution Plans.
- Mechanical/Electrical/Telecom Room layouts.
- Mechanical shaft and chase locations.
- Electrical Power/Distribution Plans.
- Electrical Lighting Plans.
- MEP Equipment Schedules.
- Initial power coordination with low voltage systems (A/V, Security/CCTV, etc.).
- Outline and/or first pass Specifications.

Acoustical/Architectural Lighting/Audio-Video/Broadcast/Smart Building Technology/Telecommunications Consultant Deliverables:

- Acoustical Consulting:
 - Provide concepts and recommendations to create a proper environment for the natural reinforcement of sound and reverberation control in intended listening areas.
 - Provide concepts and recommendations for suitable sound isolation between adjacent spaces, between the interior and the exterior of the building, and between mechanical, electrical and plumbing equipment rooms and adjacent noise-sensitive spaces.
 - Review of the architectural contract documents as they relate to the acoustical characteristics of these spaces.
 - Participate in BIM-related coordination.
 - Provide recommendations and suggested specifications for sound retarding doors and operable partitions, if required.
 - Prepare mechanical, electrical, & plumbing (MEP) systems noise and vibration control guideline recommendations for reference by the project engineer(s) during systems design. This will include recommended noise criteria for spaces identified above.
 - Review MEP systems documents as required to identify potential noise and vibration concerns in spaces identified above. Review and recommendations will include (but may not be limited to) the following:
 - Control of fan noise transmitted via supply, return, and exhaust air duct systems.
 - Control of noise generated by variable volume boxes and fan-powered terminals.
 - Selection of grilles, diffusers, and other duct system elements to meet recommended noise criteria.
 - Control of noise generated by electrical system power transformers, emergency generators, variable speed drive controllers, and other applicable electrical equipment.
 - Control of noise generated by chillers, compressors, condensers, pumps, and other refrigeration and/or plumbing equipment.
 - Recommend vibration isolation for MEP systems equipment.
 - Anticipated deliverables will consist of two (2) review letter-reports with information and recommendations relevant to the items above. The review letter-reports will occur around 50% DD and 95% DD for purposes of implementing acoustical design into the documents by the Architect and Engineers.
- Architectural Lighting:
 - Architectural lighting design services to include Design Development
 - Documentation during Schematic and 50% Design Development phases to be hand-drawn, redline format based on delivered REVIT models from architect.

- Additional deliverables to include defined cut sheet light fixture package for official cost estimating by others and review of existing lighting and control system conditions.
- The 100% DD set to include a REVIT-based lighting plan, preliminary light fixture schedule, and hand-drawn lighting/ architectural details for coordination.
- Audio- Video/Broadcast:
 - 50% Design Development documentation will include further enhancement of the basis of Design narrative to a level of detail to facilitate cost estimating by a qualified Audio/Video/Broadcast vendor.
 - The 100% DD set shall include REVIT-based plans indicating major component locations, termination/junction boxes, AVB low voltage pathways, preliminary schedules, preliminary details to facilitate architectural coordination.
- Smart Building Consulting:
 - Review of Design Development project drawings & specifications to ensure they meet the project goals and verifying that system interoperability requirements are covered.
 - Team will monitor project goals established during programming phases and edit as revised client needs become apparent.
- Telecommunications:
 - Telecom documentation will consist of plans and sketches
 - Documentation will include MDF/IDF location
 - Coordination of demarc locations with local service providers
 - Identification of major pathways for backbone cabling
 - Identification of special planning requirements for DAS infrastructure.

Security Consultant:

SRMC will provide peer review of the security design through DD of the project to ensure it is in line with the Basis of Design (BOD) document approved during the discovery phase. Anticipated tasks include:

- Providing guidance to the electrical engineer on the initial security device locations and making recommendations to fill any gaps discovered during this process.
- Coordinating with the project architect(s) in order to blend security into the facility's architecture through properly selecting electric door locking hardware, understanding landscaping and lighting to optimize exterior camera locations and provide views with the least amount of obstruction, and addressing/resolving other concerns as needed. The overall intent is to have security that is built-in, not bolted-on.
- Reviewing the door hardware schedule to ensure that electric locksets and other equipment are included to support the card reader-controlled doors and reporting any gaps we may find.
- Reviewing Division 27 technologies as they relate to Division 28 to ensure that adequate network infrastructure (switches, category 6 and/or fiber optic cabling) is in place to support the IP cameras and other network-attached security devices.
- Reviewing Division 28 specifications to include products, functions, and performance to ensure the BOD is being met.

LEED / Sustainability:

- Letter reports summarizing comments and recommendations on plans and specifications regarding compliance with each LEED criterion, and proper documentation of compliance with each LEED criterion
- LEED Design Development Phase task list with responsible parties for Design Phase LEED credit documentation activities or required data
- Energy model based on 100% Design Development Phase drawings (Energy Studio)
- LEED template completion through Design Team collaboration and analysis

Commissioning Drawing Review:

- Review design documents
- Issue Revision Log

Construction Cost Estimate:

- Schedule of Values
- Cost Analysis / Value Engineering / Alternate options
- Updated Construction Schedule (Duration)
- Constructability / Sequencing Issues List

End of Phase 3

Phase 4: Construction Documents

Scope of Services:

The Phase will begin with a Kick-Off Meeting with the City Executive Team and include intermediate design reviews throughout the Phase. The Probable Construction Cost Estimate will be updated at 50% Development of the Construction Documents. This will be the final Probable Construction Cost Estimate prior to the Bidding Phase.

Below is a list of key steps planned for Phase 4. A more detailed task outline and schedule is provided in the Work Plan attached as Appendix A.

4A. Kick Off Meeting with City Executive Team 4B. 50%

CD's (Drawings and Specs)

Update Probable Construction Cost Estimate

4C. 75% CD's (Drawings and Specs) 4D. 90%

CD's (Drawings and Specs) 4E. 100% CD's –

Submit for Permit

4F. Prepare & Submit Design Phase LEED Documentation to USGBC

Construction Documents Deliverables:

The Construction Document Phase will include intermediate check set submittals that will be reviewed with the City Executive Team. The check sets will be at 50%, 75%, and 100% Construction Documents. The Construction Documents will be a further development of the Design Development drawings listed above, and additional detail drawings will be added incrementally throughout the phase until the drawings reach 100% completion.

The final Design Team deliverables for Phase 4 will include the following (*to be submitted for Building Permit Review and to serve as the Bid Documents*):

- 100% Construction Document Drawings, including all consultant drawings
 - Architecture and Interiors
 - Civil Engineering - Final sealed Construction Documents with any/all agency comments addressed and approvals documented
 - Landscape Architecture
 - Structural Engineering
 - Mechanical, Plumbing and Electrical Engineering and Fire Protection
- 100% Project Specifications Manual, including all required consultant specifications
- Civil Engineer to prepare Long Term Maintenance Plan and Declaration of Covenants documents for recording.
- Attend required meetings with City Staff, to represent the City as the applicant.
- Make all required site plan submittals, address comments, and resubmit plans in accordance with project schedule and within the required submittal timeframes.
- Prepare application and compile all required submittal documents for City of Franklin Site Plan approval and Stormwater Management & Grading Permit. The OHM Civil Engineer will represent the City as the applicant and serve as the lead point of contact for the City's review staff
- Construction Cost Estimate (at 50% Construction Documents Check Set)
 - Schedule of Values
 - Cost Analysis / Value Engineering options
 - Updated Construction Schedule (Duration)
 - Constructability / Sequencing Issues List

- Alternate Deliverables: Required permit applications for offsite improvements which may include utilities, streetscape, and/or underground electric. If any or all these elements are added to the scope, it is assumed that the permitting will be handled collectively as part of the City Hall project.

Furniture (Assuming a Bid Process in lieu of a prior City Furniture contract) Deliverable:

- Furniture Selections (FFE) will be made, presented and adjusted during the CD phase.
- Manage the furniture schedule, power/data coordination, vendor & furniture selection and review vendor invoices.

LEED/ Sustainability Consultant Deliverables:

- Timeline for LEED Certification documentation preparation, and Project Team responsibilities for preparing and providing documentation demonstrating compliance to each LEED criterion
- Letter reports summarizing comments and recommendations on plans and specifications regarding compliance with each LEED criterion, and proper documentation of compliance with each LEED criterion
- Revised Construction Document Phase LEED Scorecard and recommendations for maximizing LEED credits achieved
- LEED template completion through Design Team collaboration and analysis
- Energy model based on 100% Construction Documents Phase drawings (Energy Studio)
- Submittal (via Online platform) of the “Design Phase” LEED Certification Application to the U.S. Green Building Council to formally review documentation for LEED Certification if directed by the City Executive Team to proceed.

Commissioning Drawing Review Deliverable:

- Review design documents
- Issue Revision Log (50% Construction Documents)

End of Phase 4

Phase 5: Permitting, LEED Design Compliance Review, and Bidding & Negotiation

Scope of Services:

Building Permit Review and Bidding and Negotiation Phase will happen concurrently. Building Permit Review and Bidding and Negotiation Phase will happen concurrently. At the end of the Bidding process, the Design Team will review the bids with the City Executive Team prior to Milestone 4. The time period given for Phase 5 allows sufficient time for the Building Permit review process and the issuance of a building permit. Since the Site Plan Approval Process began in Phase 3, Design Development, a Grading Permit is planned to be ready for issuance by the end of Phase Six so that construction can begin in the following phase.

The key steps for Phase 5 are outlined in the Work Plan attached as Appendix A.

5A. Building Permit Review

5B. LEED Design Compliance Review
5C. Bidding
and Negotiation

BOMA Work Session: Review Recommendation for Bid Award

BOMA MILESTONE 4: BOMA Meeting: Resolution to Approve Bid Award

5D. Permit Approval & Notice to Proceed

Deliverables:

Permitting:

OHM will serve as the applicant for Permitting and will manage the online submittal through the City's online IDT plan submittal portal. The City recommends Third Party Review for projects greater than 10,000sf. OHM will work with one of the City approved Third Party Code Review consultants. The Building Permit submittal has an initial review time period of twenty working days. The second and following reviews have a ten working day review time. OHM will receive the review comments from the City, assemble responses and any necessary drawing revisions from the Design Team and resubmit for any additional permit review cycles that may be required.

LEED / Sustainability:

- Formal responses to U.S. Green Building Council questions or requests for additional information during the formal LEED compliance review process.

Bidding and Negotiation

- Advertisement for Bid
- Conduct Pre-Bid Meeting
- Issue Bid Documents - Hard Copies and Digital Copies as required
- Conduct Bid Process - Respond to RFT's and issue Addenda as required
- Conduct Bid Opening
- Prepare Bid Tabulation
- Make Recommendation for Bid Award to BOMA (Milestone 4)
- Issue Notice to Proceed
- Assist City with standard contract between City Executive Team and Contractor

End of Phase 5

Phase 6: Construction Administration and Project Close-Out

Scope of Services:

Due to the addition of the Milestone Review Processes that were established during our Project Scoping Meetings, Project Completion is now estimated as being March 24, 2026. time is an estimation and is later than the targeted July 1, 2024 completion date established within the RFQ. The Design Team cannot be held responsible for schedule extensions due to unanticipated durations in the City Review Processes. The Project Schedule will be updated at the end of each phase and presented to the City Executive Team for review and approval.

The key steps for Phase 6 are outlined in the Work Plan attached as Appendix A.

6A. Construction 6B. Project

Closeout

Construction Administration Deliverables:

The final Design Team deliverables for Phase 6 will include the following:

- Conduct Pre-Construction Meeting
- Maintain Update CA Log – tracking Submittals, RFI's, ASI's, Pay Applications, and Change Orders
- Review and Approve Submittals (Provide City with copies of the reviewed shop drawings and data sheet submittals)
- Respond to RFI's and Issue ASI's when required
- Evaluate, prepare, and recommend approval of change order requests from contractor
- Review Contractor Application for Payment and Schedule and provide recommendations for acceptance of work and payments.
- Attend OAC meetings – The OAC meetings will be bi-weekly at the beginning and end of construction and monthly during the middle of construction.
- Conduct site observations and produce reports. Site observations shall be performed when requested by the City Executive Team or as otherwise needed, but no less than once per month.
- Issue Field Reports from OAC Meetings
- With the furniture vendor, oversee procurement, delivery & installation of furniture.
- Documentation of site visits to review site work; approved shop drawings for product specified by civil engineer, as-built survey of stormwater infrastructure with engineer's certification, and landscape architect.
- Landscape Inspection and submit formal Action Request submittal.
- Alternate Deliverables: Civil - Inspection reports, payment applications, change orders and other CEI related services for public improvements within the ROW (Utilities and Streetscapes). The City may elect to utilize OHM for full-time or as-needed CEI for public infrastructure installations.

LEED/Sustainability Deliverables

- Construction Phase LEED Scorecard
- Review of general contractor-developed LEED Construction-related documentation to substantiate compliance with the LEED criteria, with specific comments and recommendations back to the responsible project team member
- Submittal (via Online platform) of the "Construction Phase" LEED Certification Application to the U.S. Green Building Council to formally review documentation for LEED Certification if directed by the City Executive Team to proceed
- Formal responses to U.S. Green Building Council questions or requests for additional information during the formal LEED compliance review process

Project Close-Out:

- Exterior Punch List
- Interior Punch List
- Furniture Punch List
- Substantial Completion Inspection and Certificate of Substantial Completion
- Certification in coordination with the City of Franklin Facilities Department for the facility and site
- Final Inspection and Final Report to verify completion of Punch List Items
- Commissioning Reports
- Record / As-Built Documents
- Review and Approve Final Pay Application
- LEED Certification Compliance Review

End of Phase 6

Proposed Fees

The Client shall compensate OHM Advisors for the approved Scope of Services as described in the proposed scope of services and in accordance with the Terms and Conditions of the “City of Franklin, Tennessee, Professional Services Agreement”.

The fees for Phase 01 are proposed as a lump sum fee. The fees for Phases 02 through 06 reflect the base scope of work communicated in the project description criteria provided by the city. As described above, the Design Team will revisit the established scope of work and the associated fees for the remainder of the project after Phase 01 is complete. The amended fee proposal will be presented to BOMA (BOMA Milestone 2) for review and approval prior to proceeding with Phase 02 and the subsequent phases.

Phase 01 – Programming, Charette and Conceptual Master Plan (60 weeks, 11/3/2020 through 12/28/2021)

Lump Sum Fee for Phase 01 Scope of Work: \$859,472.00

Fee Notes:

- “**Lump Sum**” fees, as proposed, shall be invoiced at the number shown above on a monthly basis. An Invoicing Schedule for Phase 01 has been provided as Appendix B. The Invoicing Schedule is based upon the anticipated percentage complete at each monthly invoicing milestone. If the anticipated level of completion is not met, the invoicing will be adjusted to reflect the actual percent complete at that time, and a revised Invoicing Schedule will be submitted to the City.
- **Reimbursable Expenses:** Reimbursable Expenses are included in the Lump Sum fees given above. There will be no additional billing for reimbursable expenses.

Exclusions:

- The Owner is responsible for any environmental testing or soil borings needed to complete the project.
- The Owner is responsible for Third-party testing

Additional Services

The following services are not included in the Scope of work and Fee for the above proposed work but may be added at any time for additional fee. Such contract changes will be addressed with the Client as they become known.

- Professional photography of final product.
- Site surveying
- Signage design, environmental graphics, or wayfinding.
- Additional meeting attendance beyond that outlined in “Scope of Work” above.
- Additional plans and revisions beyond that outlined in “Scope of Work” above.
- Multiple plan alternatives, and/or significant plan revisions, identified at each phase, may require additional fee to complete.

Phase 02 – 06 – SD, DD, CD, Permitting, BN, CA, CO

The Anticipated Fee Range for Phases 02-06 is 10%-12% of the Estimated Building Construction Cost established at the end of Phase 01.

Add-Alternates

The Anticipated Fee Range for Add Alternates 01-08 is 1%-3% of the Anticipated Building Construction Cost established at the end of Phase 01.

Contract Terms and Conditions

Contract agreements: The master agreement will be the City of Franklin Professional Services Agreement (PSA), between OHM Advisors and the City of Franklin as the client. The project team sub-consultants will sign an agreement reflecting the terms and conditions of the master agreement with the City.

The Proposal for Professional Design Services, which includes Proposed Fees and Appendix "A" Franklin City Hall Work Plan.

Acceptance

If you find this proposal to be acceptable, this will serve as a supplement to the master agreement (PSA) as a task order or project supplement. Provide a signature on the enclosed copy of this letter and initials on the contract terms and conditions and all exhibits; this will serve as our authorization to proceed. A signed copy of this proposal can be returned via e-mail to my attention at john.calhoun@ohm-advisors.com. This proposal is valid for sixty (60) days from the date of this letter.

Thank you for the opportunity to be of service. We look forward to working with your team on this project. Please do not hesitate to contact me at (615) 479-8219 with any questions or if you need any additional information.

Attachment: Appendix "A" – Franklin City Hall Work Plan
Appendix "B" – Invoicing Schedule for Phase 01

Franklin City Hall Work Plan

APPENDIX A

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks

	BOMA Worksession: Presentation of PSA - Phase 1	13-Oct-20	13-Oct-20		
	BOMA Resolution to Approve PSA - Phase 1	27-Oct-20	27-Oct-20		
01	PROGRAMMING, Charrette AND CONCEPTUAL MASTER PLAN	3-Nov-20	28-Dec-21	60.0 Wks	
20%					
1A	PROJECT KICKOFF WITH CITY EXECUTIVE TEAM	3-Nov-20	3-Nov-20		
	Meeting Minutes - Distribute to City Executive Team and Design Team	4-Nov-20	4-Nov-20		
	Initial Feedback from Sustainability Commission Meeting (If City Executive Team attends on 10/02/20)				
	Geotechnical Exploration				
	Updated Survey				
	Utility Location				
	Environmental Report(s)				
1B	Review Space Needs Document & Establish Project Goals	3-Nov-20	23-Nov-20	2.9 Wks	
	Notify City Executive Team of any additional Survey Information Required	4-Nov-20	4-Nov-20		
	Notify City Executive Team of Additional Geotechnical Testing Required	4-Nov-20	9-Nov-20	0.7 Wks	
	Review Space Needs Document by Design Team	3-Nov-20	10-Nov-20	1.0 Wks	
	Drone Footage/3D Scanning of Surrounding Context	3-Nov-20	10-Nov-20	1.0 Wks	
	Sustainability Commission Meeting for Initial Feedback	6-Nov-20	6-Nov-20		
	LEED Charrette (Design Team and City Executive Team): Establish LEED/Sustainability Goals	9-Nov-20	13-Nov-20	0.6 Wks	
	Base Map Development	9-Nov-20	13-Nov-20	0.6 Wks	
	Design Team/City Executive Team Site Visit Meeting	16-Nov-20	16-Nov-20		
	Design Team Meeting to Review Observations / Conclusions	16-Nov-20	16-Nov-20		
	Initial Due Diligence Meeting with City Officials - Planning, Engineering, Codes and Fire	17-Nov-20	17-Nov-20		
	Establishing Agendas / Case Studies / Planning City Hall / Corporate Office Visits	9-Nov-20	13-Nov-20	0.6 Wks	
	Drafts of Questionnaires for Departmental Interviews	9-Nov-20	13-Nov-20	0.6 Wks	
	Document Conclusions in Prep for Meeting with City Executive Team/ Site Analysis by KVD	16-Nov-20	20-Nov-20	0.6 Wks	
1C	Meet with City Executive Team: Review Space Needs Document/Site Observation Conclusions	30-Nov-20	30-Nov-20		
	Meeting Minutes/Communicate Feedback to Team	30-Nov-20	30-Nov-20		
1D	Building Programming - Research	30-Nov-20	14-Dec-20	2.0 Wks	
	Case Studies of relevant City Halls	30-Nov-20	14-Dec-20	2.0 Wks	
	Visits to Local City Facilities and Corporate Offices	30-Nov-20	14-Dec-20	2.0 Wks	
	Send Departmental Questionnaires to City Departments	30-Nov-20	14-Dec-20	2.0 Wks	
1E	Master Plan: Evaluate Site for Development incl. Land, Buildings & Parking	14-Dec-20	15-Feb-21	9.0 Wks	
	Internal Design Team Charrette 1 - Master Plan Charrette	14-Dec-20	14-Dec-20		
	Streetscape Concept Development - Add Alternates #2, #3, and #4	14-Dec-20	4-Jan-21	3.0 Wks	
	Public Utility Concept Development - Add Alternate #6	4-Jan-21	18-Jan-21	2.0 Wks	
	Planning for Relocation of Overhead Utilities - Add Alternate #7	18-Jan-21	1-Feb-21	2.0 Wks	
	Preliminary Conceptual Master Plan Options	14-Dec-20	15-Feb-21	9.0 Wks	
1F	Building Programming	14-Dec-20	1-Mar-21	11.0 Wks	
	Conduct City Departmental Interviews - Existing Workflow and Future Needs	4-Jan-21	18-Jan-21	2.0 Wks	
	Document Findings from Dept Interviews - Distribute to Team	18-Jan-21	25-Jan-21	1.0 Wks	
	Internal Design Team Charrette 2 - Building Design Charrette (Adjacency Diagrams)	1-Feb-21	1-Feb-21		
	Preliminary Adjacency Diagram Options	1-Feb-21	1-Mar-21	4.0 Wks	
	Add Alternate #1 - Parking Garage Plan Options (As represented in the Conceptual Master Plan Options)	1-Feb-21	1-Mar-21	4.0 Wks	
1G	Meet with City Exec Team: Review Preliminary Master Plan Concepts and Building Programming	8-Mar-21	8-Mar-21		
1H	Update Preliminary Master Plan Concepts and Building Program	8-Mar-21	22-Mar-21	2.0 Wks	
	Update Project Schedule	8-Mar-21	15-Mar-21	1.0 Wks	
	Update Program Document and Preliminary Conceptual Master Plan Options	8-Mar-21	15-Mar-21	1.0 Wks	
	Update LEED Scorecard/Integrative Process-Energy Report	8-Mar-21	22-Mar-21	2.0 Wks	
	City Charrette Prep & Planning with Kelly D. - Public Notice of City Charrette	8-Mar-21	22-Mar-21	2.0 Wks	

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
02	Schematic Design	11-Jan-22	25-Oct-22	41.0 Wks
13%				
2A	KICKOFF MEETING W/ CITY EXECUTIVE TEAM	11-Jan-22	11-Jan-22	
	Meeting Minutes - Distribute to City Executive Team and Design Team	12-Jan-22	12-Jan-22	
2B	Preliminary Land Use, Building Programming, & Space Layout	11-Jan-22	30-Jun-22	24.3 Wks
	Design Team Kick Off	12-Jan-22	12-Jan-22	
	S8D/OHM/BrandID - Revit Kick Off Meeting - Template, File Share, etc.	12-Jan-22	12-Jan-22	
	Bi-Weekly Design Team Meeting	26-Jan-22	26-Jan-22	
	50% SD	12-Jan-22	2-Feb-22	3.0 Wks
	Design Narratives for Expected Building Systems (Genesis) - MEP	12-Jan-22	2-Feb-22	3.0 Wks
	Bi-Weekly Design Team Meeting	9-Feb-22	9-Feb-22	
	QAQC Review/50% SD	2-Feb-22	18-Feb-22	2.3 Wks
2C	Preliminary Meeting with Building Codes/Fire, Planning, and Engineering	21-Feb-22	21-Feb-22	
	Bi-Weekly Design Team Meeting	23-Feb-22	23-Feb-22	
2D	Meet with City Executive Team: Review 50% SD	24-Feb-22	24-Feb-22	
2E	DRC Meeting 3: 50% SD	28-Feb-22	28-Feb-22	
	Meeting Minutes - Communicate City Feedback to Design Team	2-Mar-22	2-Mar-22	
	75% SD - Civil, LA, Arch, Structural, MEP Narratives (Preliminary Site Lighting Selections and Site Lighting Plan)	2-Mar-22	30-Mar-22	4.0 Wks
	Preliminary Furniture Plan/Finish Palette	2-Mar-22	30-Mar-22	4.0 Wks
	Bi-Weekly Design Team Meeting (Additional week to account for Holidays)	16-Mar-22	16-Mar-22	
	Bi-Weekly Design Team Meeting	30-Mar-22	30-Mar-22	
	QAQC Review / 75% SD	30-Mar-22	13-Apr-22	2.0 Wks
	Bi-Weekly Design Team Meeting	13-Apr-22	13-Apr-22	
2F	Meet with City Executive Team: Review 75% SD	14-Apr-22	14-Apr-22	
	Meeting Minutes - Communicate City Feedback to Design Team	15-Apr-22	15-Apr-22	
	Updated Furniture Plan/Finish Palette	15-Apr-22	22-Apr-22	1.0 Wks
	100% SD - Civil, LA, Arch/Int, Structural, MEP Narratives (Civil and LA Drawings are 60% CD Level)	15-Apr-22	29-Apr-22	2.0 Wks
	100% SD - Add Alternate # 1 (Parking Garage)	15-Apr-22	29-Apr-22	2.0 Wks
	Streetscape Detailed Design (60% CD) - Add Alternates #2, #3, and #4	15-Apr-22	29-Apr-22	2.0 Wks
	Public Utility Detailed Design (60% CD) - Add Alternate #6	15-Apr-22	29-Apr-22	2.0 Wks
	LEED Scorecard Update	15-Apr-22	29-Apr-22	2.0 Wks
	Energy Model	15-Apr-22	29-Apr-22	2.0 Wks
	Bi-Weekly Design Team Meeting	27-Apr-22	27-Apr-22	
	QAQC Review / 100% SD / Cx Drawing Review and Cx Revision Log	29-Apr-22	6-May-22	1.0 Wks
2G	Meet with City Executive Team: Review 100% SD	12-May-22	12-May-22	
	Meeting Minutes - Communicate City Feedback to Design Team	13-May-22	13-May-22	
	Revisions per Owner Feedback	13-May-22	27-May-22	2.0 Wks
	Schematic Renderings	27-May-22	17-Jun-22	3.0 Wks
	Project Specifications - TOC	27-May-22	10-Jun-22	2.0 Wks
2H	Preliminary Probable Construction Cost Estimate	27-May-22	27-Jun-22	4.4 Wks
	USGBC Registration Confirmation for LEED Certification	27-May-22	27-May-22	
	Update Project Schedule	27-May-22	3-Jun-22	1.0 Wks
	Update Project Programming Document	27-May-22	10-Jun-22	2.0 Wks
2J	Meet with City Executive Team: Review Final SD	30-Jun-22	30-Jun-22	
	Meeting Minutes - Distribute to City Executive Team and Design Team	1-Jul-22	1-Jul-22	
	OWNER REVIEW TIME	30-Jun-22	21-Jul-22	3.0 Wks
	OWNER COMMENTS & FEEDBACK	21-Jul-22	28-Jul-22	1.0 Wks
	Revisions per Owner Feedback	28-Jul-22	4-Aug-22	1.0 Wks
	OWNER SIGN-OFF	4-Aug-22	4-Aug-22	
2K	Neighborhood Meeting	4-Aug-22	25-Aug-22	3.0 Wks
	Draft and Issue Notification for Neighborhood Meeting (Check City Deadline)	4-Aug-22	15-Aug-22	1.6 Wks
	Create Neighborhood Meeting Deliverables incl. Handouts, Displays, etc.	4-Aug-22	15-Aug-22	1.6 Wks
	Conduct Neighborhood Meeting incl. Handouts, Displays, etc.	18-Aug-22	18-Aug-22	
	Compile Feedback from Neighborhood Meeting - Communicate to Design Team	18-Aug-22	25-Aug-22	1.0 Wks
2L	DRC Meeting 4: 100% SD	29-Aug-22	29-Aug-22	
2M	Schematic Design Update (per DRC Feedback)	29-Aug-22	21-Sep-22	3.3 Wks
	FMPC / BOMA Joint Conceptual Workshop - Review Schematic Design	22-Sep-22	22-Sep-22	
2N	Schematic Design Update (per Workshop Feedback)	22-Sep-22	10-Oct-22	2.6 Wks
	BOMA Work Session - Review Schematic Design and Probable Construction Cost Estimate	11-Oct-22	11-Oct-22	
Milestone	BOMA Meeting - Resolution to Approve Schematic Design and Probable Construction Cost Estimate	25-Oct-22	25-Oct-22	

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration			
		Start	End	Weeks	
03	Design Development / Site Plan Approval + FHZC COA Review Process	1-Nov-22	16-Jun-23	32.4 Wks	
14%					
3A	KICKOFF MEETING W/ CITY EXECUTIVE TEAM	1-Nov-22	1-Nov-22		
	Meeting Minutes - Distribute to City Executive Team and Design Team	2-Nov-22	2-Nov-22		
	Prepare Pre-App Submittal Documents	1-Nov-22	8-Nov-22	1.0 Wks	
	BUILDING DESIGN DEVELOPMENT	8-Nov-22	16-Jun-23	31.4 Wks	
3B	Design Team Kick Off (Update LEED Scorecard)	9-Nov-22	9-Nov-22		
3C	Design Team Meeting with Building Codes/Fire, Planning, and Engineering	10-Nov-22	10-Nov-22		
	Establish Furniture Project Schedule	9-Nov-22	23-Nov-22	2.0 Wks	
	25% DD	9-Nov-22	23-Nov-22	2.0 Wks	
	Bi-Weekly Design Team Meeting	23-Nov-22	23-Nov-22		
	50% DD	23-Nov-22	7-Dec-22	2.0 Wks	
	Site Lighting Selection - Site Photometric Prep for FMPC Initial Submittal	23-Nov-22	7-Dec-22	2.0 Wks	
	Bi-Weekly Design Team Meeting	7-Dec-22	7-Dec-22		
	QAQC Review 50% DD/LEED Review and Update	7-Dec-22	14-Dec-22	1.0 Wks	
3D	Meet with City Executive Team: Review 50% DD	15-Dec-22	15-Dec-22		
	Meeting Minutes - Communicate City Feedback to Design Team	16-Dec-22	16-Dec-22		
	Furniture Plan and Selections	16-Dec-22	6-Jan-23	3.0 Wks	
	Bi-Weekly Design Team Meeting	21-Dec-22	21-Dec-22		
	75% DD	16-Dec-22	6-Jan-23	3.0 Wks	
	Bi-Weekly Design Team Meeting	4-Jan-23	4-Jan-23		
	QAQC Review / 75% DD / LEED Review and Update	6-Jan-23	13-Jan-23	1.0 Wks	
	Bi-Weekly Team Meeting	18-Jan-23	18-Jan-23		
3E	Meet with City Executive Team: Review 75% DD	19-Jan-23	19-Jan-23		
	Meeting Minutes - Communicate City Feedback to Design Team	20-Jan-23	20-Jan-23		
	Finalize Furniture Plan and Selections	20-Jan-23	10-Feb-23	3.0 Wks	
	100% DD	20-Jan-23	10-Feb-23	3.0 Wks	
	Bi-Weekly Design Team Meeting	1-Feb-23	1-Feb-23		
	Bi-Weekly Design Team Meeting	15-Feb-23	15-Feb-23		
	LEED Template Completion/ Energy Model/ Reports from USGBC	10-Feb-23	7-Apr-23	8.0 Wks	
	QAQC Review / 100% DD	10-Feb-23	24-Feb-23	2.0 Wks	
3F	Meet with City Executive Team: Review 100% DD	2-Mar-23	2-Mar-23		
	Meeting Minutes - Communicate City Feedback to Design Team	3-Mar-23	3-Mar-23		
	Revisions per Owner Feedback	3-Mar-23	10-Mar-23	1.0 Wks	
	Updated Renderings	10-Mar-23	24-Mar-23	2.0 Wks	
	Outline Specifications	10-Mar-23	24-Mar-23	2.0 Wks	
3G	Preliminary Probable Construction Cost Estimate	3-Apr-23	1-May-23	4.0 Wks	
	Update Project Schedule	10-Mar-23	24-Mar-23	2.0 Wks	
	Update Project Programming Document	10-Mar-23	24-Mar-23	2.0 Wks	
3H	Meet with City Executive Team: Review Final DD	4-May-23	4-May-23		
	Meeting Minutes - Distribute to City Executive Team and Design Team	5-May-23	5-May-23		
	OWNER REVIEW TIME	4-May-23	18-May-23	2.0 Wks	
	OWNER COMMENTS & FEEDBACK	19-May-23	19-May-23		
	Revisions per Owner Feedback	19-May-23	9-Jun-23	3.0 Wks	
	OWNER SIGN-OFF	16-Jun-23	16-Jun-23		
3J	SITE PLAN REVIEW PROCESS (Team Des. Dev. Concurrent)	8-Nov-22	11-Apr-23	22.0 Wks	
	Pre-Plan Meeting				
	FMPC - Submittal for Pre-Application Conference Due (on Friday due to Memorial Day Holiday)				
	Pre-App Meeting				
	ROW Permit Submittals to TDOT for work in TDOT ROW (3rd and Main)				
	NOI/SWPPP submittals to TDEC for a NOC				
	FHZC - Deadline for DRC Staff Notification				
	FHZC DRC Meeting 5: Full COA				
	FHZC-Application/Submittal Due for full COA				
	FHZC Meeting for Full COA/FMPC Recommendation				
	FMPC - Initial Submittal Due				
	FMPC - Check prints returned to applicant				
	FMPC - Resubmittal Due				
	FMPC Packet/Administrative Reports Available				
	FMPC Meeting (for Site Plan Approval)				
	Post Planning Commission Submittal	11-Apr-23	16-Jun-23	9.4 Wks	

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration			
		Start	End	Weeks	
04	Construction Documents	22-Jun-23	6-Jun-24	50.0 Wks	
31%					
4A	KICKOFF MEETING W/ CITY EXECUTIVE TEAM	22-Jun-23	22-Jun-23		
	Meeting Minutes - Distribute to City Executive Team and Design Team	23-Jun-23	23-Jun-23		
4B	50% CD's (Drawings and Specs)	22-Jun-23	9-Nov-23	20.0 Wks	
	Update Probable Construction Cost Estimate	9-Nov-23	7-Dec-23	4.0 Wks	
	Furniture Selections	22-Jun-23	9-Nov-23	20.0 Wks	
	QAQC Review / 50% CD	9-Nov-23	23-Nov-23	2.0 Wks	
	OWNER REVIEW TIME/Cx Review of 50% CD's	23-Nov-23	14-Dec-23	3.0 Wks	
4C	75% CD's (Drawings and Specs)	14-Dec-23	1-Feb-24	7.0 Wks	
	QAQC Review / 75% CD	1-Feb-24	15-Feb-24	2.0 Wks	
	OWNER REVIEW TIME	15-Feb-24	29-Feb-24	2.0 Wks	
4D	90% CD's (Drawings and Specs)	29-Feb-24	18-Apr-24	7.0 Wks	
	QAQC Review / 100% CD	18-Apr-24	2-May-24	2.0 Wks	
	OWNER REVIEW TIME	2-May-24	23-May-24	3.0 Wks	
4E	100% CD's - Submit for Building Permit Review	23-May-24	6-Jun-24	2.0 Wks	
4F	Prepare and Submit Design Phase LEED Documentation to USGBC	23-May-24	6-Jun-24	2.0 Wks	
05	Permitting, LEED Design Compliance Review, and Bidding & Negotiation	6-Jun-24	10-Sep-24	13.7 Wks	
3%					
5A	BUILDING PERMIT REVIEW (3rd Party Review)	6-Jun-24	1-Aug-24	8.0 Wks	
	Building Permit Review Cycle & Respond to Comments	20-Jun-24	1-Aug-24	6.0 Wks	
	Grading and Demolition Permit	1-Aug-24	1-Aug-24		
5B	LEED Design Compliance Review	6-Jun-24	1-Aug-24	8.0 Wks	
5C	Bidding and Negotiation	6-Jun-24	25-Jul-24	7.0 Wks	
	Advertisement to Bid	6-Jun-24	27-Jun-24	3.0 Wks	
	Pre-Bid Mtg	27-Jun-24	27-Jun-24		
	Conduct Bid Process (incl Addenda Time, etc.)	27-Jun-24	25-Jul-24	4.0 Wks	
	Bid Opening	25-Jul-24	25-Jul-24		
	Review Bids w/ City Executive Team	25-Jul-24	1-Aug-24	1.0 Wks	
	BOMA Work Session: Review Recommendation for Bid Award	13-Aug-24	13-Aug-24		
Milestone	BOMA Meeting: Resolution to Approve Bid Award	27-Aug-24	27-Aug-24		
	Assist Staff in Preparing Contract between GC & CoF	27-Aug-24	10-Sep-24	2.0 Wks	
5D	Permit Approval, Notice to Proceed	10-Sep-24	10-Sep-24		
06	Construction Administration & Project Close Out	24-Sep-24	23-Apr-27	134.4 Wks	
18%					
	Conduct Pre-Construction Conference	24-Sep-24	24-Sep-24		
	Demo-Geotechnical Exploration post Demo	24-Sep-24	24-Oct-24	4.3 Wks	
6A	Construction	24-Sep-24	3-Feb-26	71.0 Wks	
	Review & Approve Shop Drawings & Answer RFI's				
	Evaluate, Prepare & Recommend for Approval Necessary Change Orders				
	Review GC Pay Requests, & Schedule, & Provide Recommendations for Acceptance of Work & Payment				
	Provide Site Observation Visits & Conduct OAC Meetings - Prepare Minutes				
6B	Project Close-Out	3-Feb-26	23-Apr-26	11.3 Wks	
	Punch List Exterior Building and Site	3-Feb-26	10-Feb-26	1.0 Wks	
	Punch List Interior Building and Furniture	10-Feb-26	17-Feb-26	1.0 Wks	
	Substantial Completion	17-Feb-26	24-Feb-26	1.0 Wks	
	LEED Commissioning/Security Commissioning/MEP Commissioning	3-Feb-26	24-Feb-26	3.0 Wks	
	City Issue Use & Occupancy Certificate	24-Feb-26	3-Mar-26	1.0 Wks	
	Move / Occupancy / Buffer Time	3-Mar-26	24-Mar-26	3.0 Wks	
	Contract Closeout Services; Prepare As-Built Drawings	3-Mar-26	24-Mar-26	3.0 Wks	
	Prepare and submit LEED Construction Phase Certification Application to USGBC	24-Mar-26	23-Apr-26	4.3 Wks	
	LEED Final Certification Compliance Review - Respond to Questions from USGBC	23-Apr-26	23-Apr-27	52.1 Wks	

Phase 01 Invoicing Schedule

APPENDIX B

PHASE I: INVOICING SCHEDULE (Monthly)

			\$ 859,472	
Inv. #	Tasks	% Complete	Invoice Amt.	
1	IA & IB	8%	\$	68,758
2	IC & ID	13%	\$	42,974
3	50% of IE & IF	24%	\$	94,542
4	50% of IE & IF	35%	\$	94,542
5	IG, IH, & IJ	40%	\$	42,974
6	IK & IL	44%	\$	34,379
7	IM & IN	61%	\$	146,110
8	IO	74%	\$	111,731
9	50% of IP	80%	\$	51,568
10	50% of IP	86%	\$	51,568
11	IQ	87%	\$	8,595
12	IR & IS	90%	\$	25,784
13	IT through Milestone I	96%	\$	51,568
14	IU through the end of Phase I	100%	\$	34,379

TOTAL FEE FOR PHASE I**\$ 859,472****y Consultant]**



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 20-01182

DATE: September 21, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Resolution 2020-189, A Resolution Rescinding Sanitary Sewer Availability To 2369 Henpeck Lane (Map 105 Parcel 31).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-189 to rescind sanitary sewer availability at 2369 Henpeck Lane.

BACKGROUND/STAFF COMMENTS:

On September 13, 2019, Josh and Meghan Souder applied for sanitary sewer availability which was subsequently granted by the BOMA in October 2019 (Resolution 2019-106). As their project progressed, the estimates to construct the service line, which required boring under Henpeck Lane to tie into the Henpeck Lane Interceptor, became too costly to perform the work.

On September 18, 2020, Mr. Souder emailed City of Franklin staff requesting the City to rescind the availability enabling them to proceed with a less costly alternative by constructing a new septic system. Resolution 2020-189 rescinds availability granted via Resolution 2019-106 and requires that future availability shall require reapplication by current or future property owners.

FINANCIAL IMPACT:

There is no direct financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge Resolution 2020-189.

RESOLUTION NO. 2019-106

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 2369 HENPECK LANE (MAP 105 PARCEL 31) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, Joshua Steven Souder and Meghan Allison Souder (hereinafter "Property Owners") currently own the property known as 2369 Henpeck Lane (Map 105 Parcel 31) (hereinafter "Property"); and

WHEREAS, on September 13, 2019 the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Property Owners will be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sewer connection and required fees; and

WHEREAS, the Property Owners and all future owners of the Property will be required to participate in any future special assessment district located in the Goose Creek basin that requires sewer to be extended through or adjacent to the property; and

WHEREAS, the Property Owners, on behalf of themselves, their heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE THAT:

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owners to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

IT IS SO RESOLVED AND DONE on this 8th day of October, 2019.

ATTEST:

By: Eric S. Stuckey
ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: Dr. Ken Moore
DR. KEN MOORE
Mayor

Approved as to Form:

By: Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

RESOLUTION NO. 2020-189

**A RESOLUTION RESCINDING RESOLUTION 2019-106 GRANTING SANITARY SEWER
AVAILABILITY TO 2369 HENPECK LANE (MAP 105 PARCEL 31)**

WHEREAS, Joshua Steven Souder and Meghan Allison Souder (hereinafter "Property Owners") currently own the property known as 2369 Henpeck Lane (Map 105 Parcel 31); and

WHEREAS, on September 13, 2019, the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Board of Mayor and Aldermen granted sanitary sewer availability to the Property Owners through Resolution 2019-106; and

WHEREAS, the Property Owners have stated that the estimate to construct a service line to the Henpeck Lane interceptor became too costly for them; and

WHEREAS, the Property Owners have indicated that they have identified alternative means to serve their property by constructing a new septic system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE AS FOLLOWS:

1. Sanitary sewer availability granted to the Property Owners through Resolution 2019-106 is hereby rescinded.
2. Should the current Property Owners or future property owners wish to receive Sanitary sewer availability through the City of Franklin, they shall be required to reapply based on the policies and practices required at the time of any future application.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-01158

DATE: September 22, 2020
TO: Board of Mayor and Aldermen
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:
Consideration Of Sewer Availability For Clovercroft Road (Map 080, Parcel 01201).

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 9/2/20.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of, but contiguous to the City limits. A single-family residence is planned for this currently undeveloped and unaddressed property in the Mayes Creek basin. The property owner has requested approval.

The basin plan for the Mayes Creek basin shows this area being served by a future interceptor (shown in purple on the included map) that would extend south along Wilson Pike from E. McEwen to eventually discharge at a proposed new Water Reclamation Facility. As none of that infrastructure is currently in place, there is not a systematic way to expand the City sanitary sewer system to serve this property.

If the Board wishes to grant sewer availability, it is with the understanding that connection to the main collection system may not be feasible at this time, however, the WMD recommends approval be based upon the following:

- the property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
- the property owner will be required to have the annexation agreement recorded with the Williamson County Register of Deeds.
- the property owner will be required to secure all necessary easements for connection and have them recorded with the Williamson County Register of Deeds.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this availability request but understand connection may not be feasible at this time. Staff will work with the property owner to determine other methods of connection to the collection system.



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #		Clovercroft	
Map & Parcel(s) #		080 12.01	
Property Address:		0 Clovercroft	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		4	
Applicant's Name & Company		Joren Dunnavant	
Applicant's Address		1049	
Applicant's Email & Phone #		joren.dunnavant@nashville.gov, 615-584-4708	
Anticipated Water Meter Size(s) (see chart on pg. 3).		6"-8"	
Water District:		Milcrofton	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 1,400 GPD Note from Scott Andrews: See emails in folder with clarification from applicant on this application. I called and spoke with Joren for clarity and emailed him the information so he could reply as verification that that was what he was applying for as opposed to the incorrect info on this application			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service		300-375	
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 9/2/2020

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your requests requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklintn.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* Does not include \$25 New Account Set up Fee

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

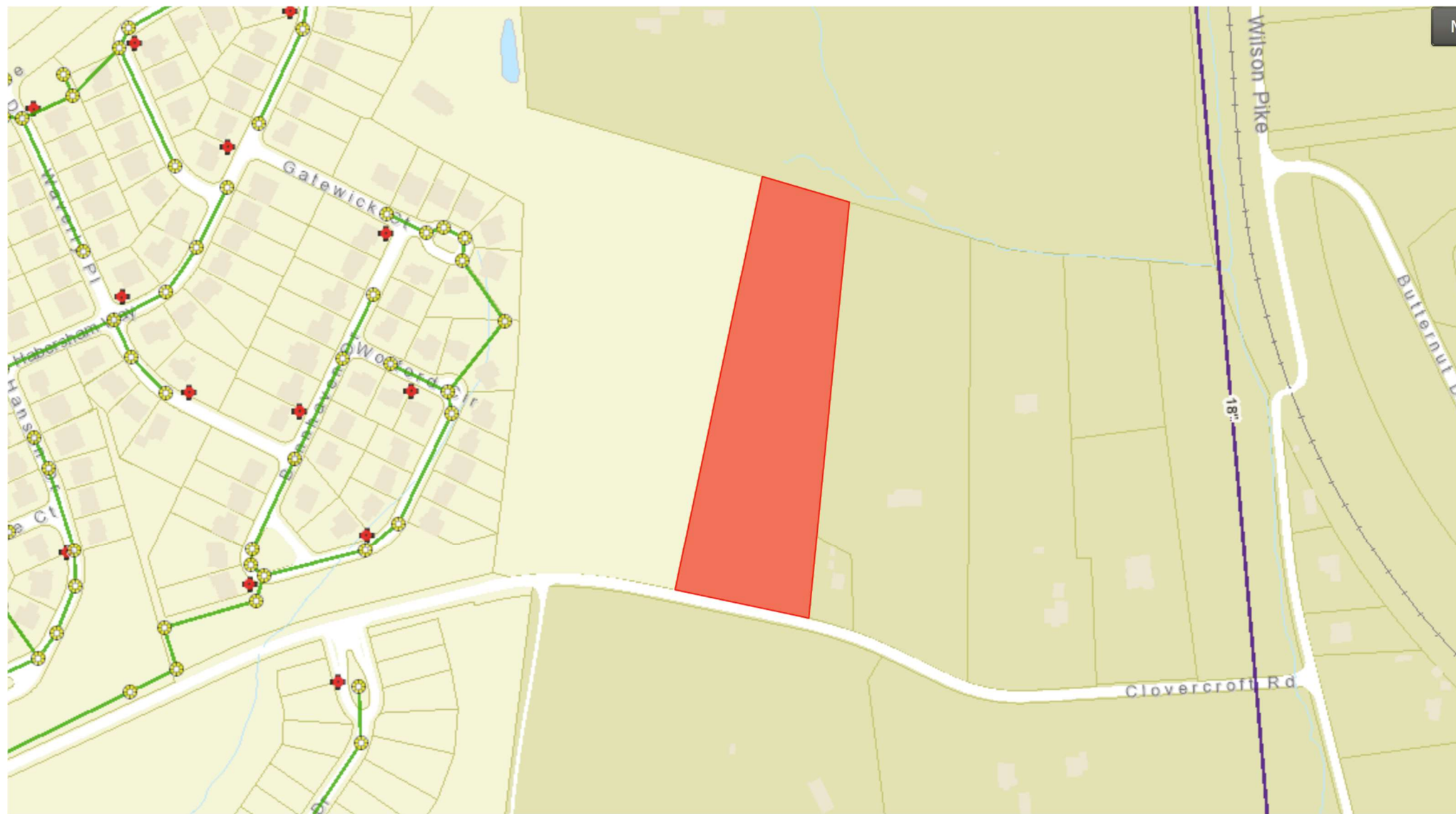
Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:		Fee Rate
Water Main Line		\$1.25/LF Water (minimum \$ 1,000)
Sewer Gravity Main Line		\$2.00/LF (minimum \$1,000)
Sewer Force Main Line		\$1.50/LF (minimum \$1,000)
Reclaim Water		\$1.25/LF (minimum \$1,000)

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person





File #: 20-01161

DATE: September 22, 2020
TO: Board of Mayor and Aldermen
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For 4038 Clovercroft Road (Map 079, Parcel 05500).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 8/12/20.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of the City limits, on Clovercroft Road in the Mayes Creek Basin. It is a single family residence currently on a septic system and requesting to tie on to City sewer. A City sanitary sewer main is located directly across Clovercroft Road from this property.

FINANCIAL IMPACT:

N/A

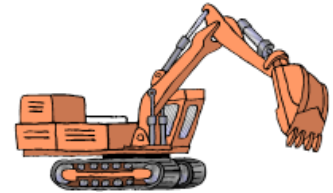
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this availability under the following conditions:

- The property owners be required to sign an annexation agreement and an availability agreement and have the annexation agreement recorded with the Williamson County Register of Deeds.
- The property owners understanding that, as the sewer service will have to be extended from the other side of Clovercroft Road, they are responsible for all costs associated with making the service tap, and that these costs may exceed the typical tap fee.

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your requests requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklintn.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

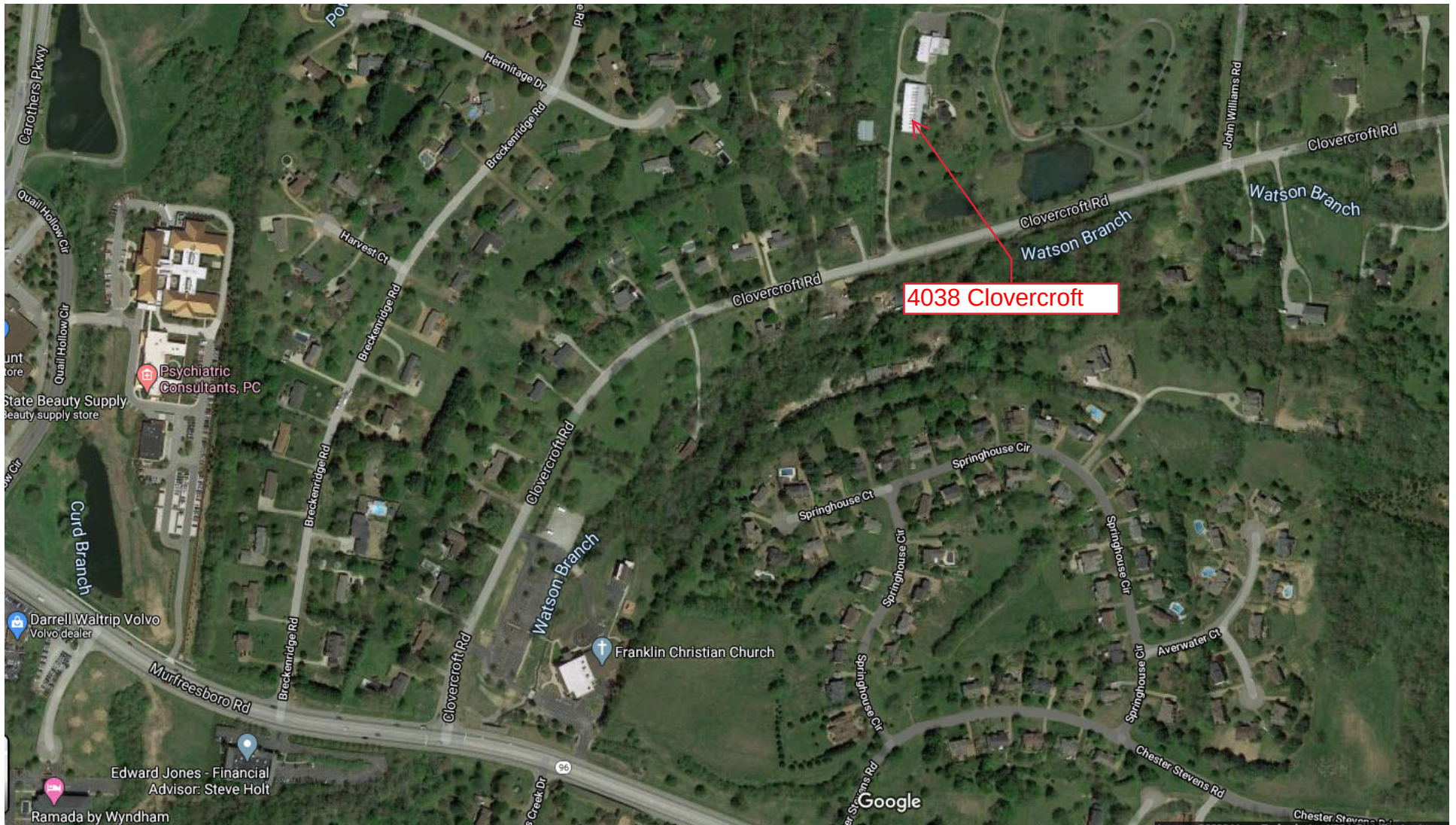
Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

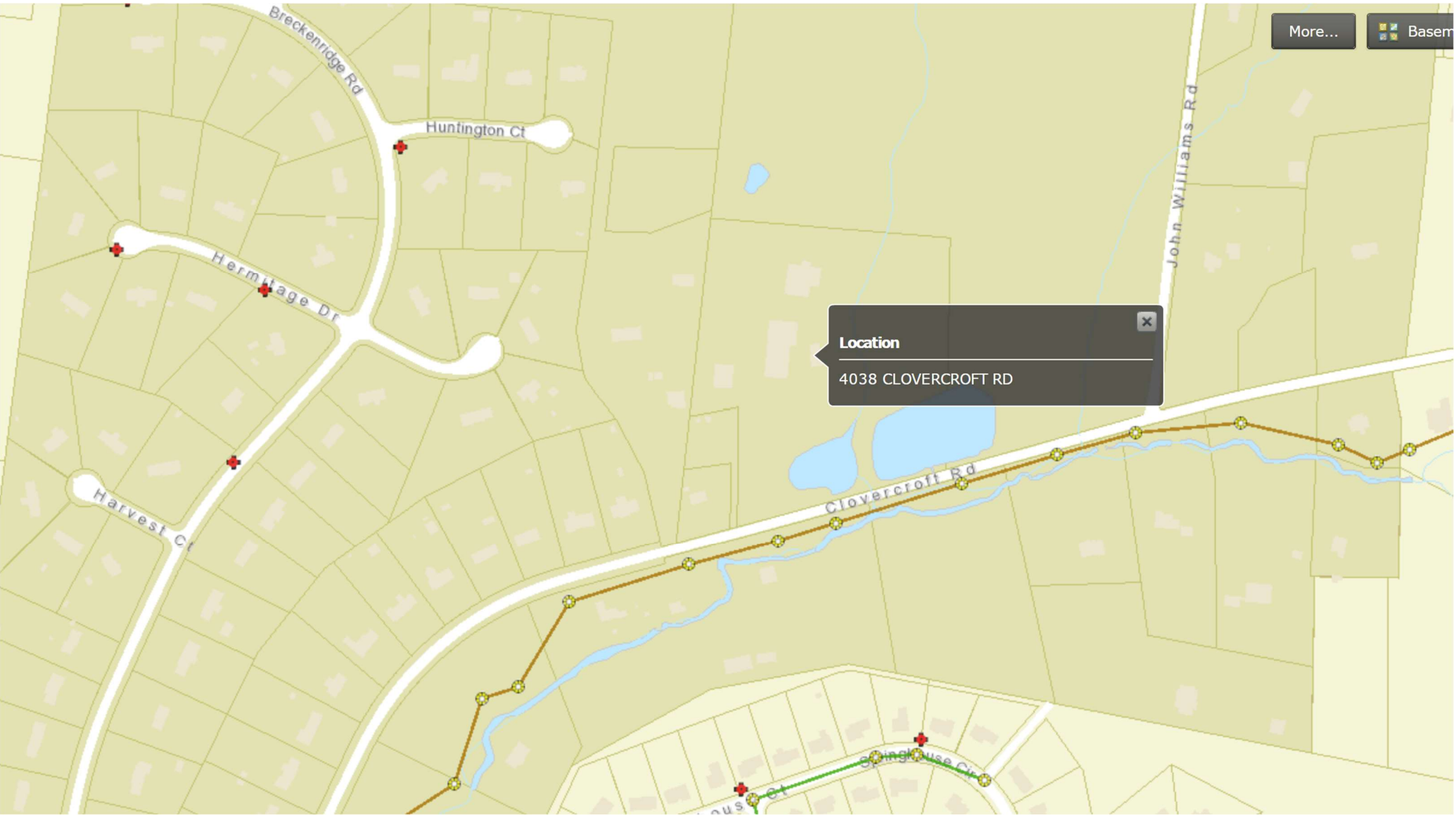
Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75	per doctor
	20	per employee
	10	per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200	per patient
	100	per resident employee
	50	per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person



Location Map





City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 20-01143

DATE: September 23, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering
Emily Wright, Planning Director

SUBJECT:

Consideration Of Resolution 2020-172, A Resolution Providing Next Steps Related To The Road Network And/Or Future Land Uses In The West Harpeth Area, Defined As The Area Generally West Of The New Section Of Mack Hatcher Parkway, Between Hillsboro Road And Highway 96 West.

WS 9/8/20

BOMA 9/22/20, Deferred to 10/27/20, 7-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding recent citizen and property owner inquiries related to the future extension of public infrastructure and land uses within the northwestern quadrant of the City of Franklin and within the City's Urban Growth Boundary, North of Highway 96 West, West of Hillsboro Road, and generally west of the new section of Mack Hatcher Parkway.

BACKGROUND/STAFF COMMENTS:

Recently, there have been a number of conversations with property owners and representatives of parcels located in the West Sanitary Sewer Basin regarding potential future development and infrastructure. This led to a discussion with the City of Franklin Board of Mayor and Aldermen during their August 11, 2020 Work Session regarding a variety of ideas and expectations regarding the future alignment of a section of Old Charlotte Pike and the type and intensity of future development in this area of the City and County. Currently, the City of Franklin's Land Use Plan, Envision Franklin, designates this area as the Conservation Subdivision Design Concept, and the City's Comprehensive Transportation Network Plan (Connect Franklin) includes a general alignment for Old Charlotte Pike. In order for the City to effectively plan for the extension of public infrastructure and provide property owners and interested citizens meaningful guidance regarding the City's vision for this area, staff has drafted the enclosed Resolution 2020-172 that affords the Board of Mayor and Aldermen the opportunity to provide guidance to citizens and staff on the Board's vision for this area. This Resolution was placed on the Board of Mayor and Aldermen meeting agenda scheduled for Tuesday, September 22, 2020 for consideration and deferred to the October 27, 2020 meeting. .

Below are two revisions to Resolution 2020-172 that have been made since the September 22 BOMA meeting that would clarify (1) the geographic scope of the study area and (2) development procedures. Staff would like feedback regarding these revisions at the 10/13 Work Session.

(1) There was conflicting language in Resolution 2020-172 regarding the geographic scope of the

Small Area Plan study area: the title of the resolution referenced the West Sanitary Sewer Basin (which does not include property east of the Harpeth River, along Hillsboro Road), whereas, Option C referenced the entirety of the Conservation and Conservation Subdivision Design Concepts in Envision Franklin that are located generally west of the new Northwest section of Mack Hatcher Parkway, between Hillsboro Road and Highway 96 West. Due to public feedback related to land use, lot size, rural character, road network, and floodplain conditions related to development applications near both Highway 96 West and Hillsboro Road, staff recommended that the title of the resolution be amended to reflect the broader study area that includes Conservation/Conservation Subdivision properties along Hillsboro Road, as identified in Envision Franklin (see attached map): **the title of Resolution 2020-172 was revised to “A RESOLUTION PROVIDING NEXT STEPS RELATED TO THE ROAD NETWORK AND/OR FUTURE LAND USES IN THE WEST HARPETH AREA, DEFINED AS THE AREA GENERALLY WEST OF THE NEW SECTION OF MACK HATCHER PARKWAY, BETWEEN HILLSBORO ROAD AND HIGHWAY 96 WEST.”**

Staff would like further BOMA feedback on the proposed geographic scope since the limits of the study could instead extend only to the river and not all the way to Hillsboro Road, which would coincide with the West Sewer Basin. Additionally, since Resolution 2020-172 was deferred to the October 27, meeting, it is likely that a rezoning application and a development plan for the Brownland Farm property along Hillsboro will be officially under review for the December 10, 2020 FMPC meeting at the time a vote on this resolution occurs.

(2) There was a need to provide guidance to staff regarding the processing of interim annexation, rezoning, and development plan applications. Multiple projects may choose to move forward prior to completion of the Small Area Plan, as several inquiries and meetings have been held recently with staff regarding potential developments in the study area. If the Board would like the Small Area Plan completed prior to considering any further annexation, rezoning, and development applications, staff recommended to add the language such as the following. Dates have been updated since the September 22, 2020 BOMA meeting to reflect items in review at time of the October 27, 2020 BOMA meeting: **Option C of Resolution 2020-172 was revised to add, “Annexation, rezoning, and development plan applications that are not currently in review for and eligible for consideration at the October 22nd or December 10th Planning Commission meetings shall not be accepted for properties within the study area until the Small Area Plan is completed and until associated amendments to Envision Franklin and the Comprehensive Transportation Network Plan (Connect Franklin) have been approved by the Franklin Municipal Planning Commission.”**

FINANCIAL IMPACT:

Until the Board of Mayor and Aldermen provides direction, determining the short and long term financial impact is difficult. However, in the event the Board of Mayor and Aldermen decides to pursue creation of a Small Area Plan (Option C) for the entire West Harpeth area (the area generally west of the new section of Mack Hatcher Parkway, between Hillsboro Road and Highway 96 West), staff would proceed with identifying the scope of work and determining whether additional outside services should be engaged to assist with this project or if staff has the resources to undertake and complete this project in a timely manner.

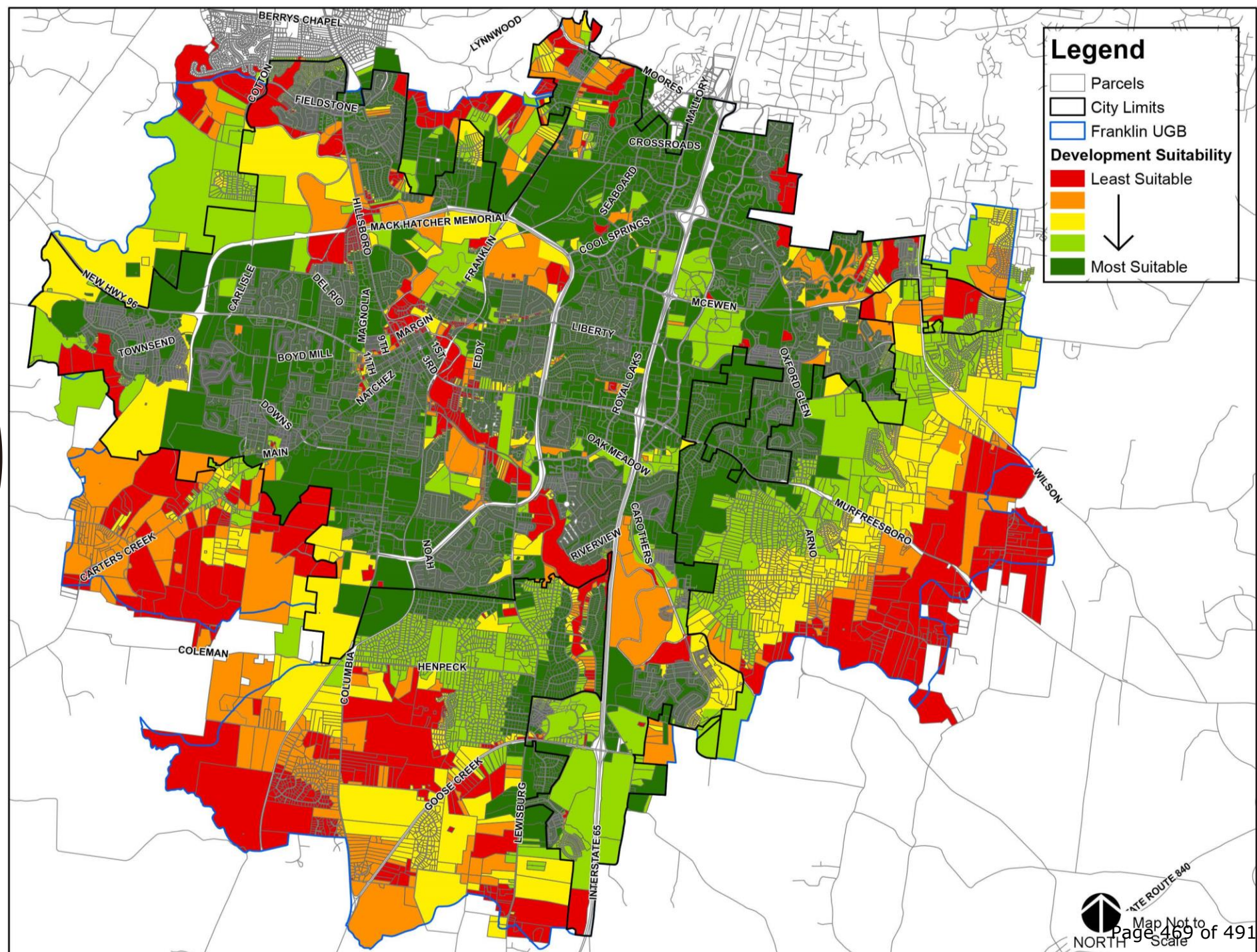
RECOMMENDATION:

It is recommended that the Board approve Resolution 2020-172, Option C, which directs that a small area plan be developed to include preferred land use development and necessary infrastructure including an updated transportation/roadway plan for the area.

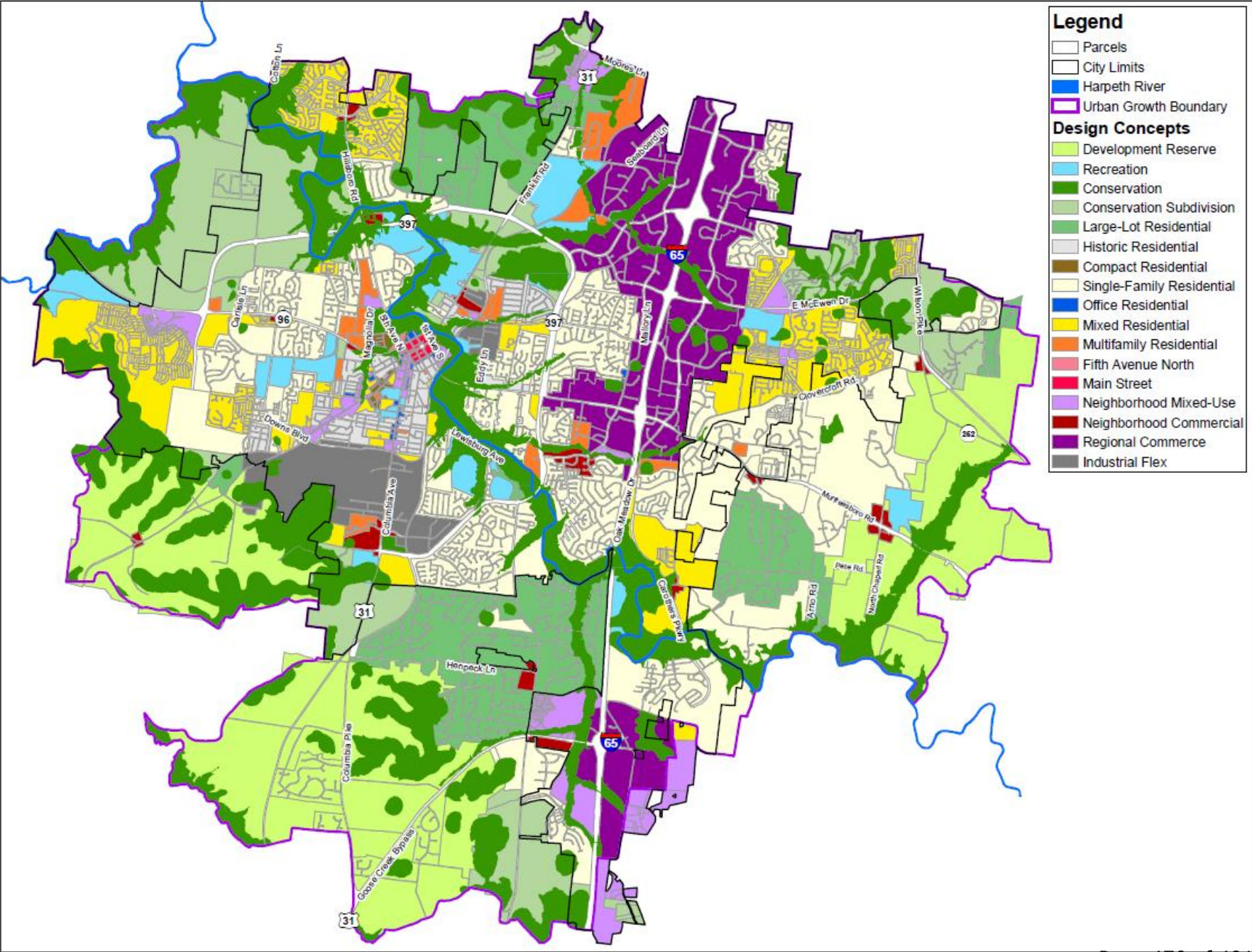
Envision Franklin Guiding Principle: Managed Growth

- **Strategic growth** is encouraged in locations supported by existing City infrastructure and services or where they are planned to be provided in an efficient and orderly manner.
- The extension of infrastructure and public services should be used as a tool that strategically directs where growth should take place, not as a reactive response to development.
- Land-use policies, infrastructure improvements, and community facility investments should be coordinated to maximize efficiency and public benefit while minimizing negative impacts of growth.
- Annexation within the UGB should be approached in a comprehensive manner that promotes contiguity and orderly growth, efficient delivery of municipal services, and proactive planning for future development.

Suitability Analysis



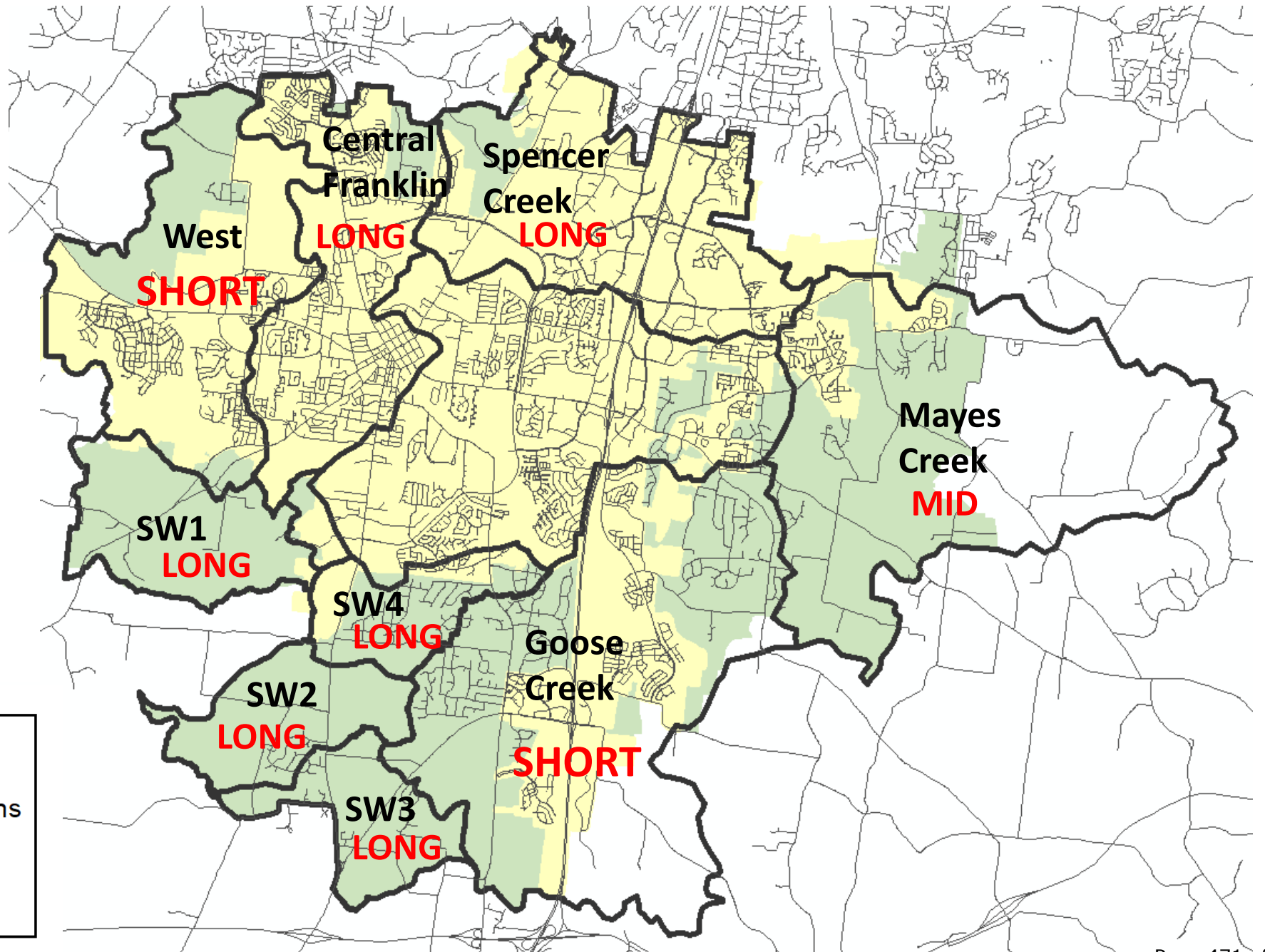
Design Concepts



Annexation Growth Capabilities

Short-, Mid-, or Long-
Term Capability based on:

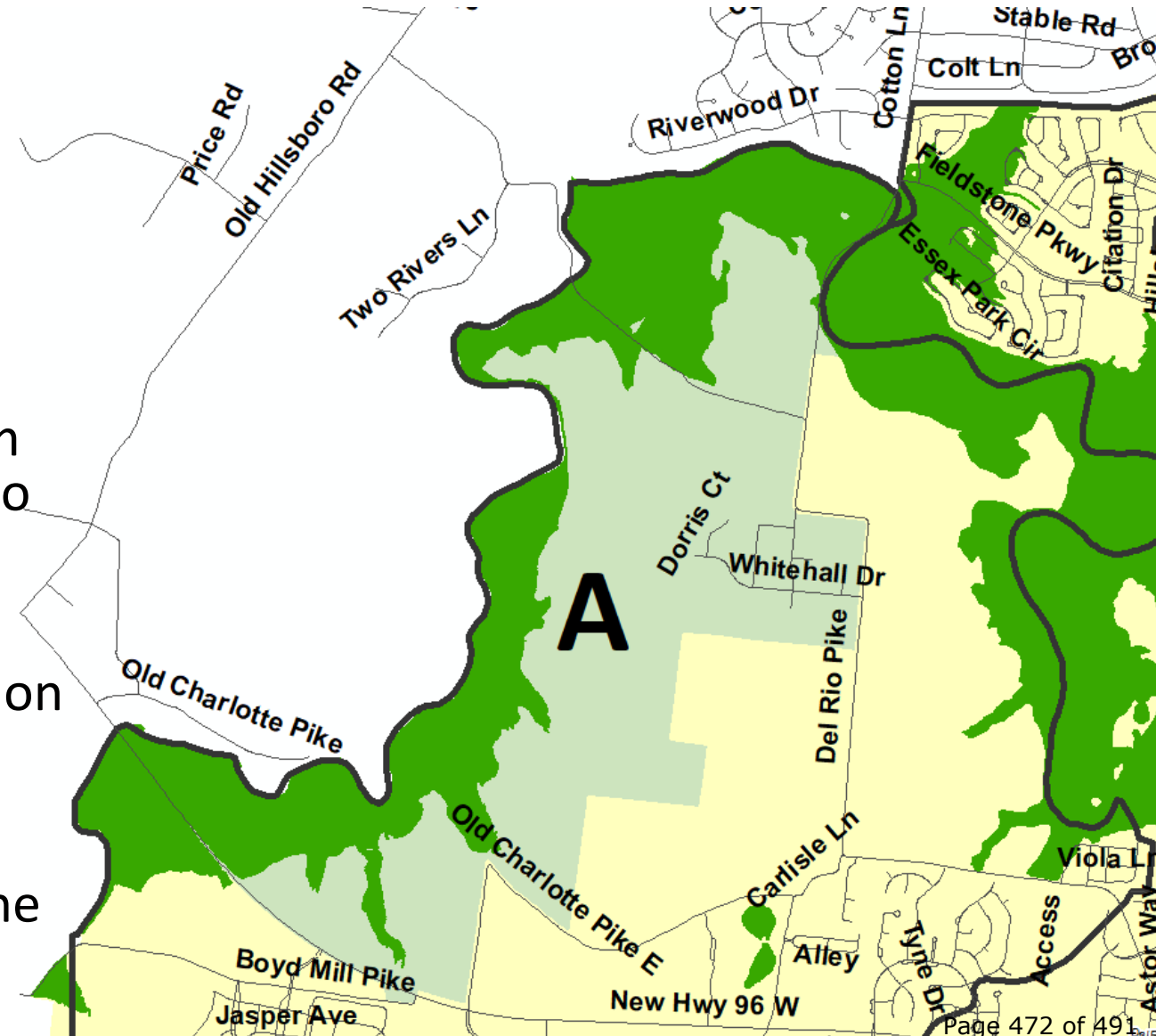
1. Developable acreage
2. Future land use
3. Ability to provide services
4. Magnitude of investment



Short-Term Capability

- Development Potential:
 - Significant developable area outside of floodplain
- Future Land Use:
 - Primarily residential and open space
- Sewer Service:
 - Sewer infrastructure is nearby
 - Planned relocation of pump station from Old Charlotte Pike and new force main to the plant
- Road Infrastructure:
 - Mack Hatcher Parkway under construction
 - Del Rio Pike improvement is long-term
- Emergency Services:
 - Fire Station #8 (Westhaven) can serve the area adequately

A. West Basin

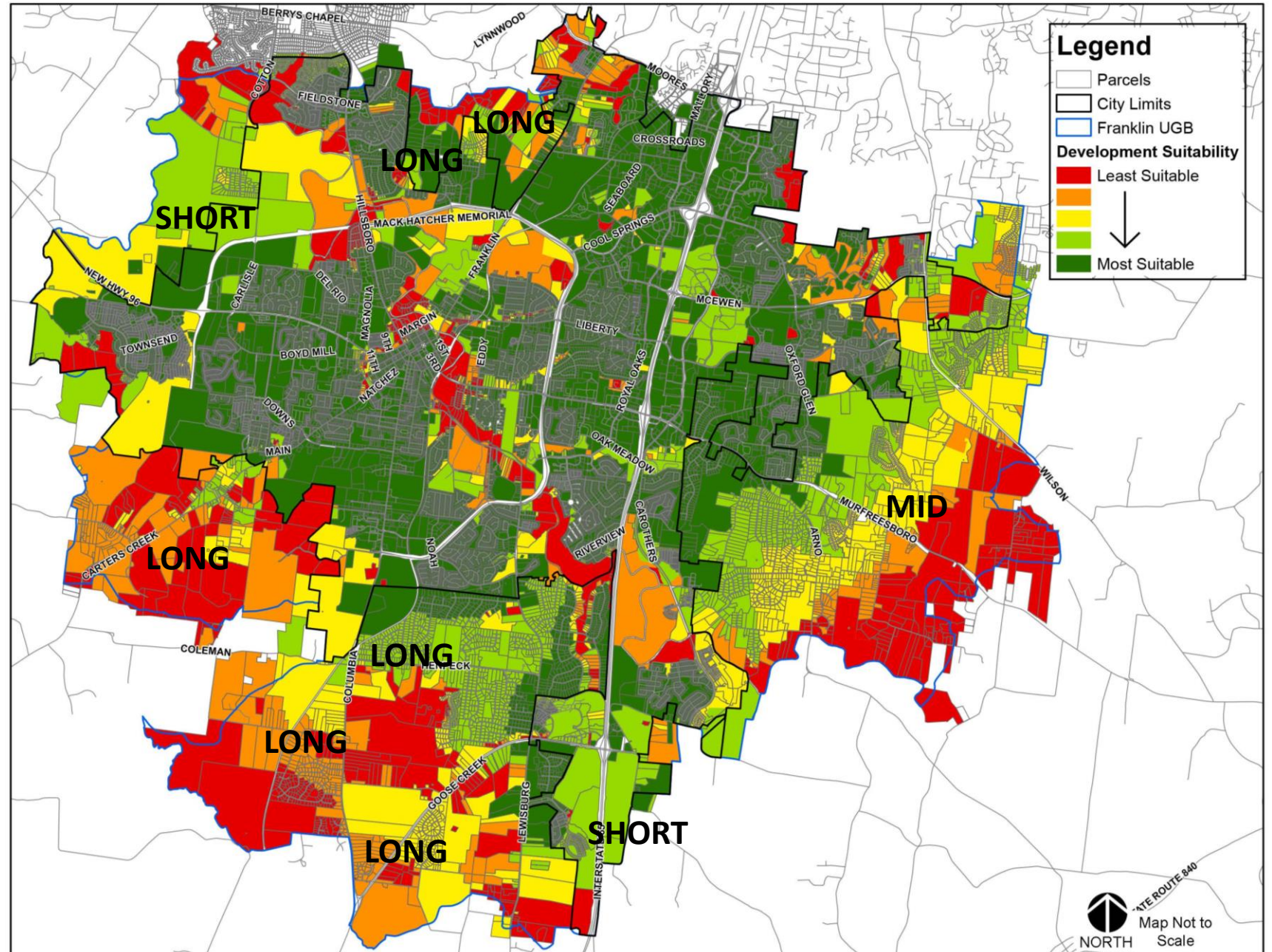


Annexation Capabilities

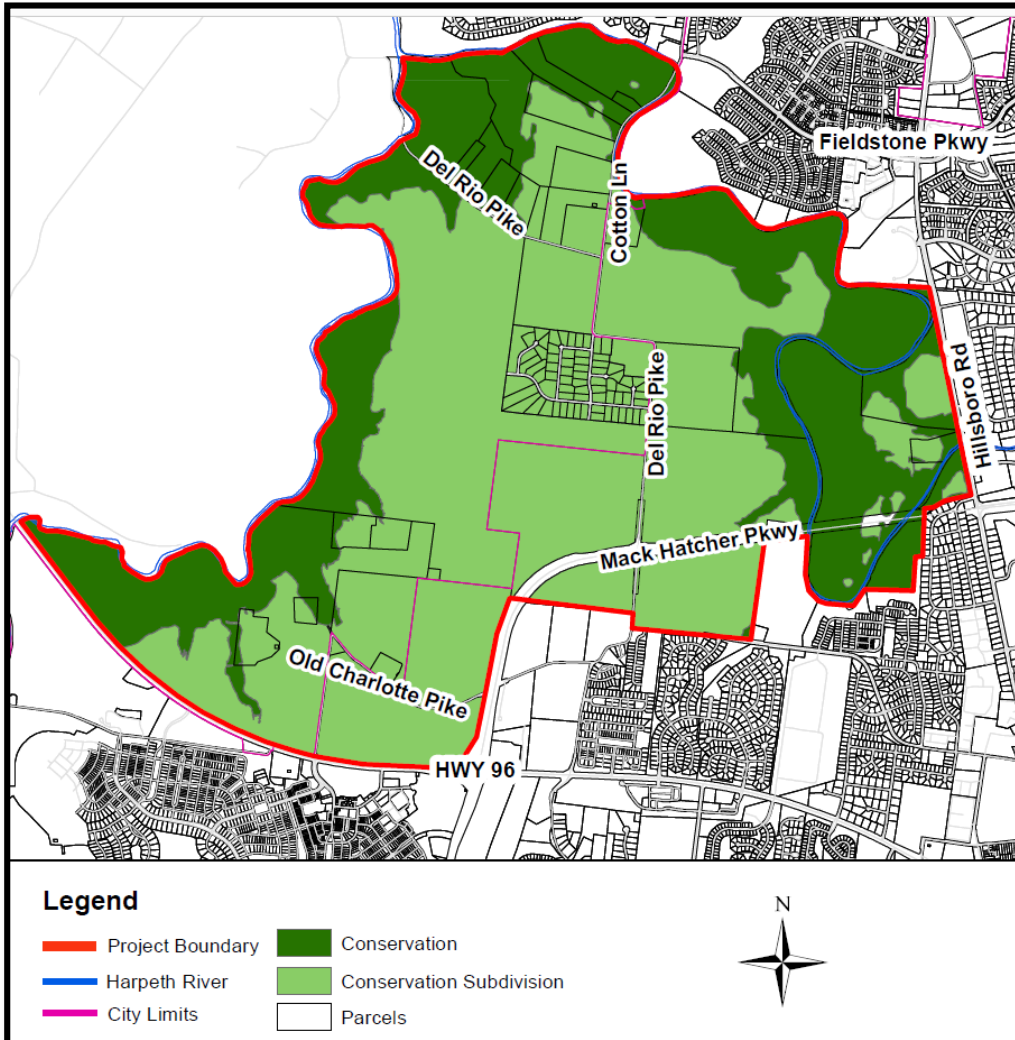
Short-, Mid-, or Long-Term Capability

Classification based on:

1. Developable acreage
2. Future land use
3. Ability to provide services
4. Magnitude of investment



Conservation Subdivision Design Concept



Primarily Single Family Uses

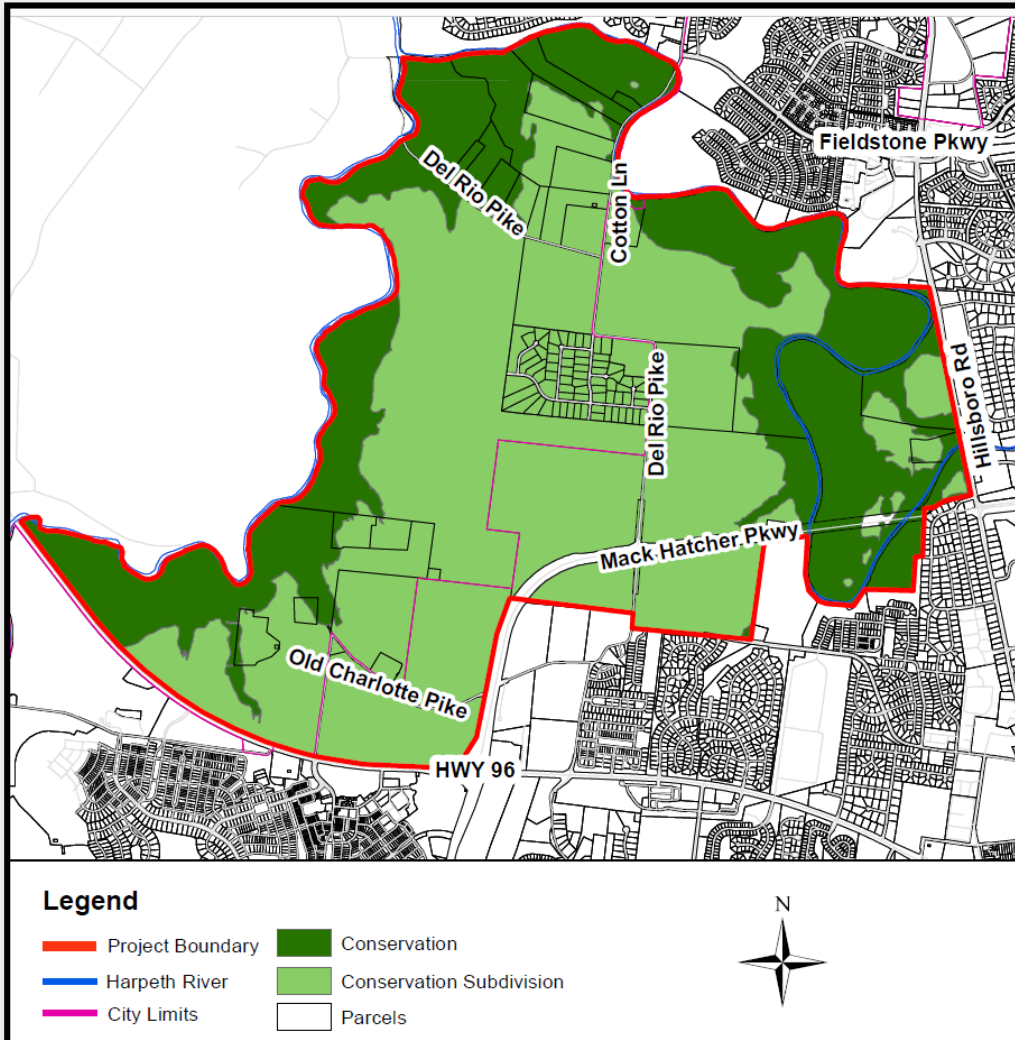
Secondary Uses include Duplexes, *Townhouses**, Big Houses, Farmstead Compound, Institutional, and Recreational

Minimum 50% Preserved Open Space

Includes natural features, scenic vistas, pastures, woodlands, amenities, and multi-use trail connections

Special Consideration for the NW Quadrant to allow townhouses and also local commercial uses at the future intersection of Del Rio Pike and Mack Hatcher Parkway. New development shall enhance and improve the street network.

Conservation Design Concept



Primary Use is Recreation

Contemplates as little development and disturbances as possible to protect environmental features

The Conservation Design Concept in the West Harpeth Area includes floodplains and floodways.

A coordinated pedestrian system should be provided that will connect the entire Conservation Design Concept throughout the City and to adjacent uses/properties, and streets.

West Harpeth Other Considerations

Scenic Corridor Overlay

150' setback off Mack Hatcher Parkway, Del Rio Pike, and Old Charlotte Pike

Parkland Dedication Implications

Contiguous Open Space & Multi-Use Trails

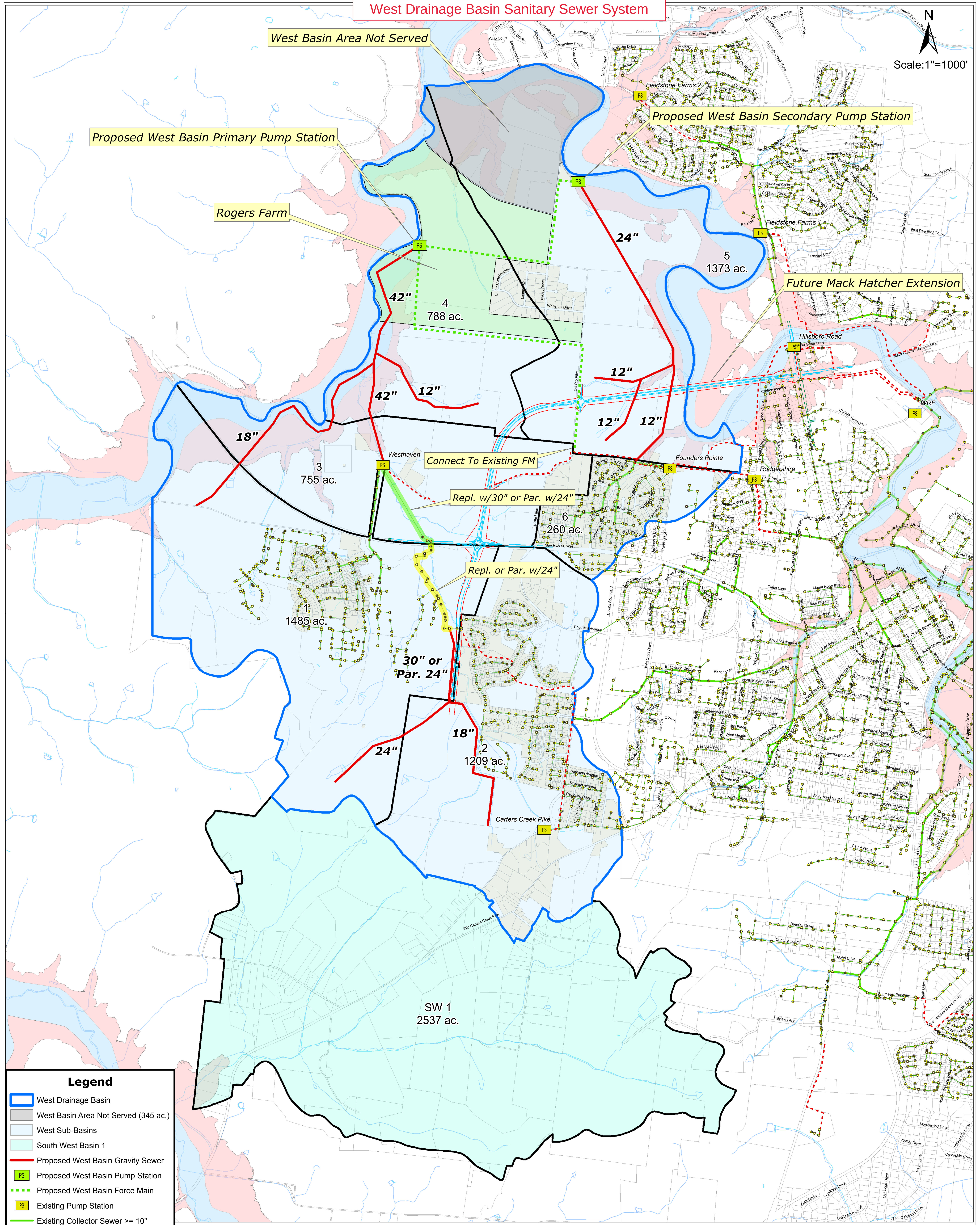
Zoning Requests will likely be to the Planned District (PD)





BOMA Approved Exhibit
Resolution 2013-19
West Drainage Basin Sanitary Sewer System

N
Scale: 1"=1000'



Legend

- West Drainage Basin
- West Basin Area Not Served (345 ac.)
- West Sub-Basins
- South West Basin 1
- Proposed West Basin Gravity Sewer
- Proposed West Basin Pump Station
- Proposed West Basin Force Main
- Existing Pump Station
- Existing Collector Sewer >= 10"
- Existing Gravity Sewer
- Existing Force Main
- Parcels <=10 AC. = 857 Ac.
- Parcels
- Rogers Farm Development
- 100 Yr. Flood
- Floodway

City of Franklin, TN
West Drainage Basin
Exhibit B-1

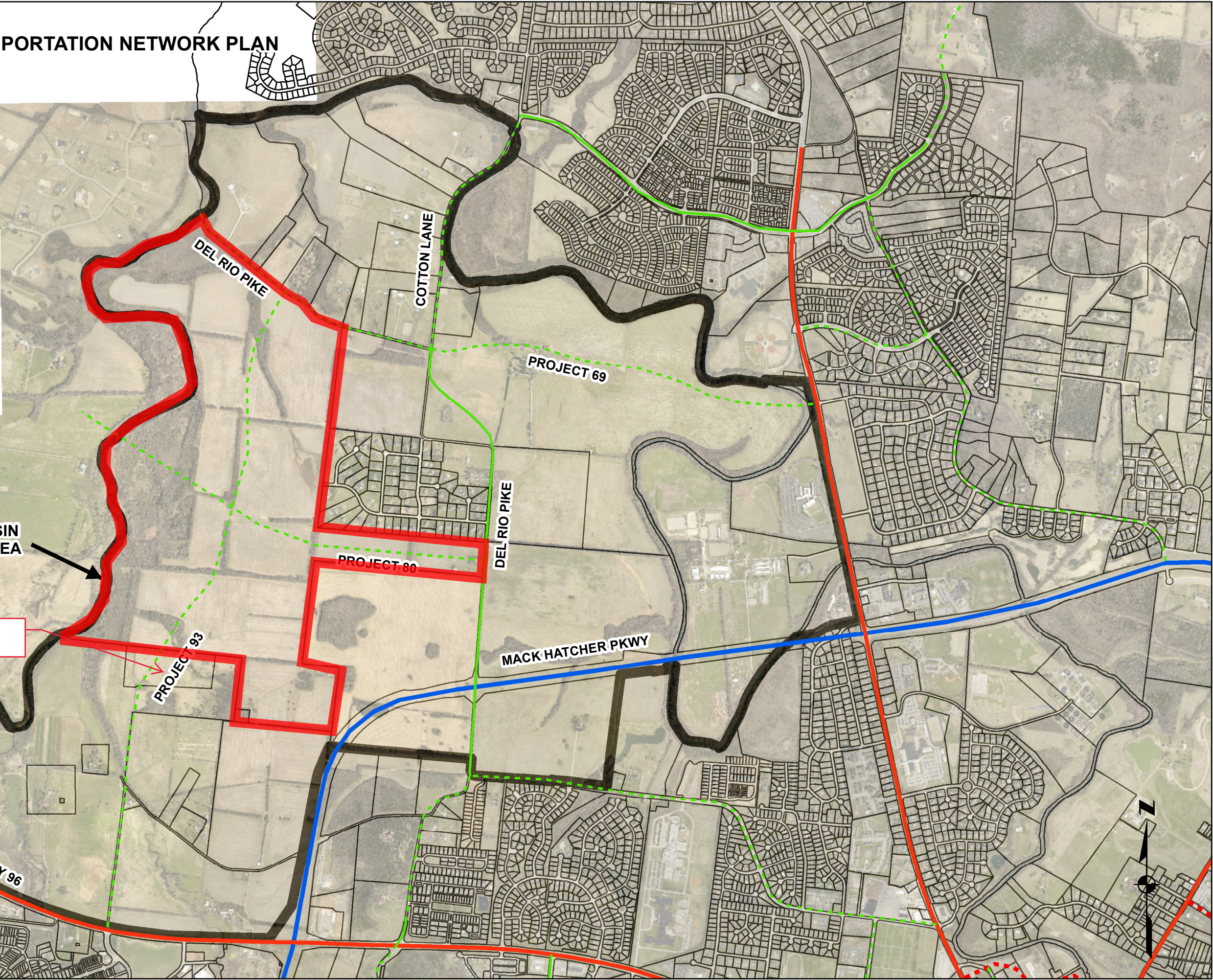


Site Data:	
Gross Site Area:	400.35 AC
100 Year Flood Plain Area:	102.5 AC = 25.6% of Gross Site Area
Open Space Area:	99.35 AC = 24.8% of Gross Site Area
Total Provided Open Space:	201.84 AC = 50.4% of Gross Site Area
Min. Required Open Space:	200.2 AC = 50.0% of Gross Site Area
Lot Data:	
53' Del Webb Lots Shown:	442
67' Del Webb Lots Shown:	336
Total Lot Count Shown:	778
Development Density:	1.94 DU/A

Imagine if we had approved this Development and required the construction of this new roadway.

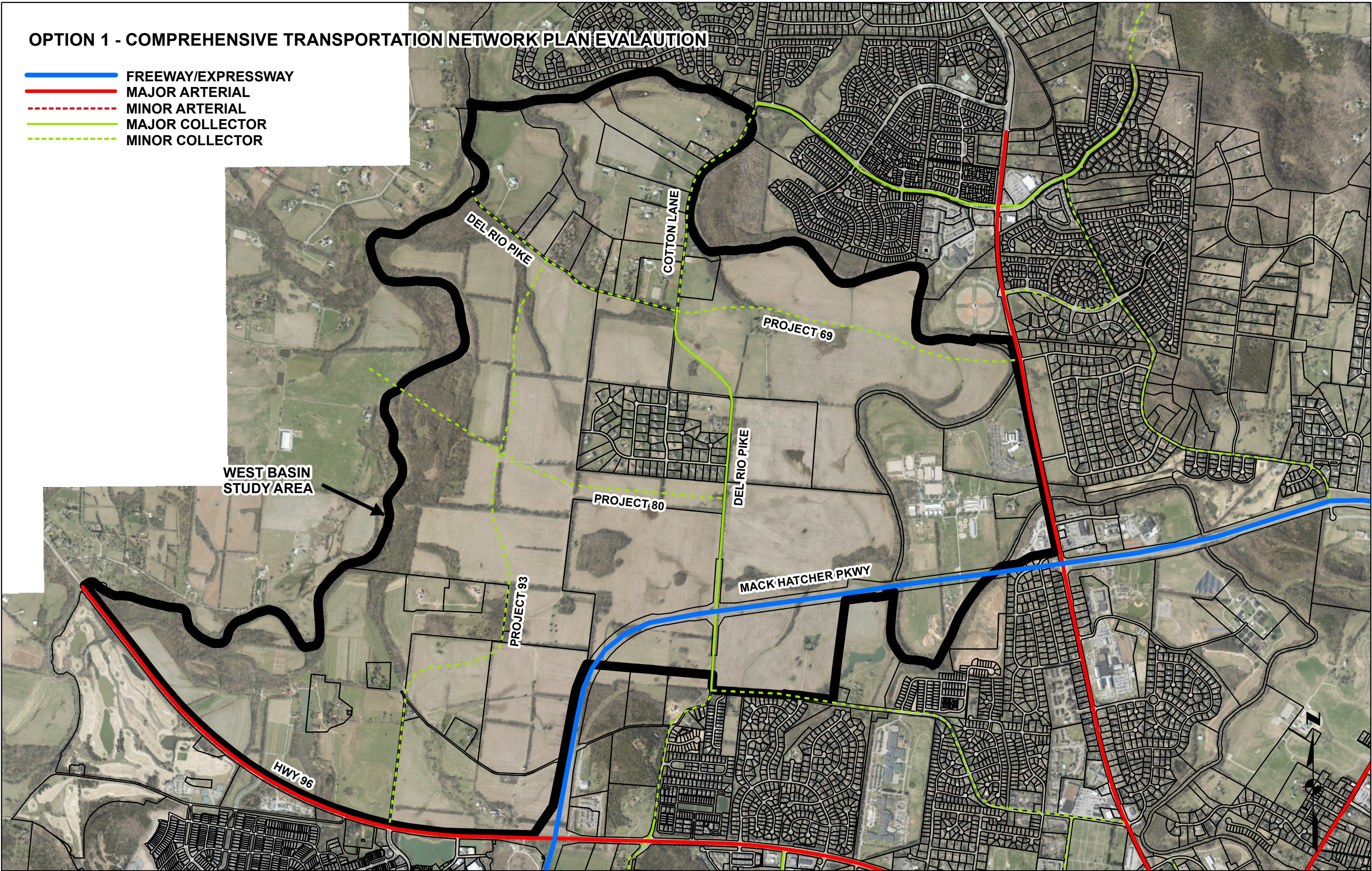
2016 COMPREHENSIVE TRANSPORTATION NETWORK PLAN

- FREEWAY/EXPRESSWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR



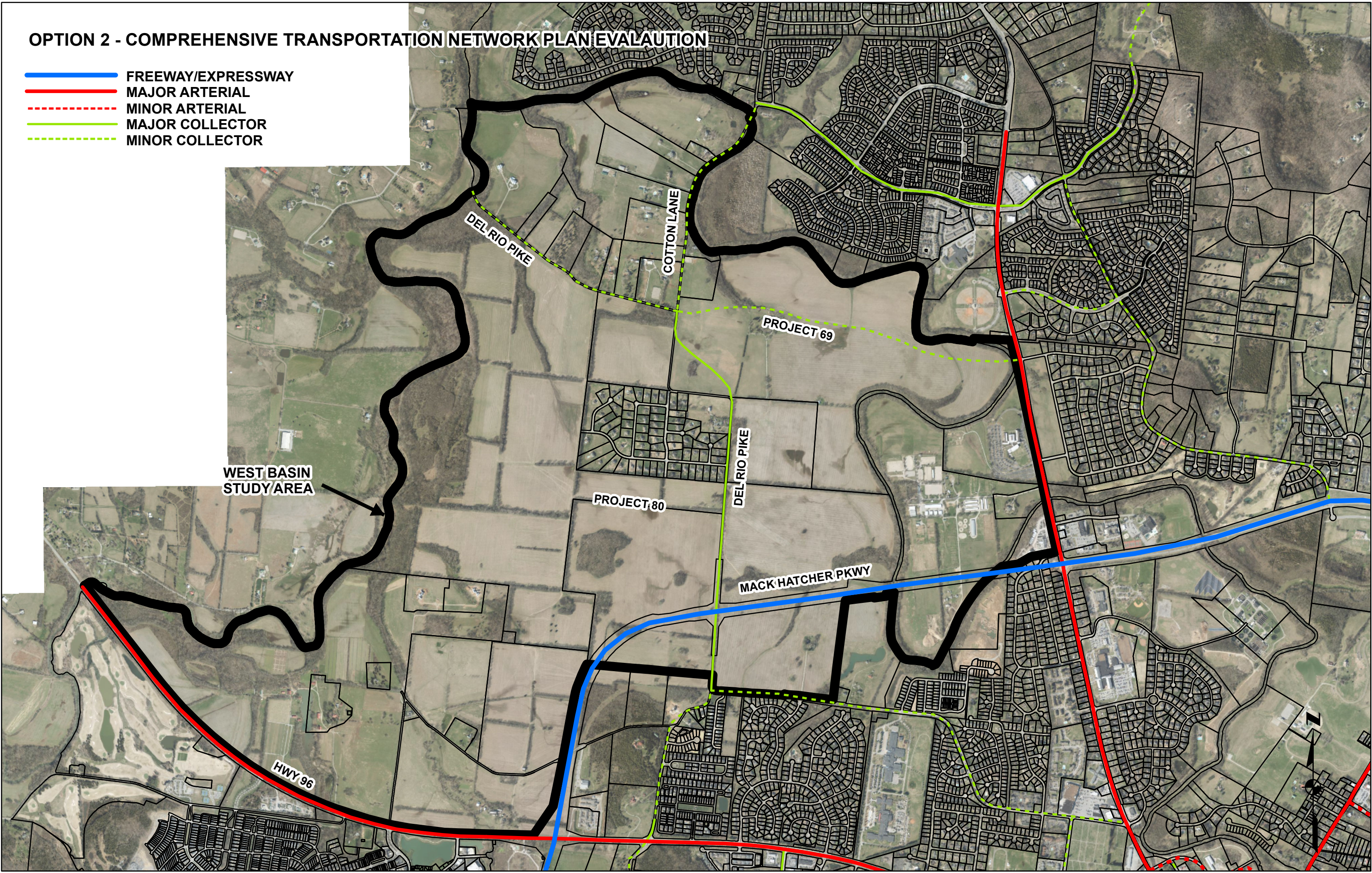
OPTION 1 - COMPREHENSIVE TRANSPORTATION NETWORK PLAN EVALAUTION

- FREEWAY/EXPRESSWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR



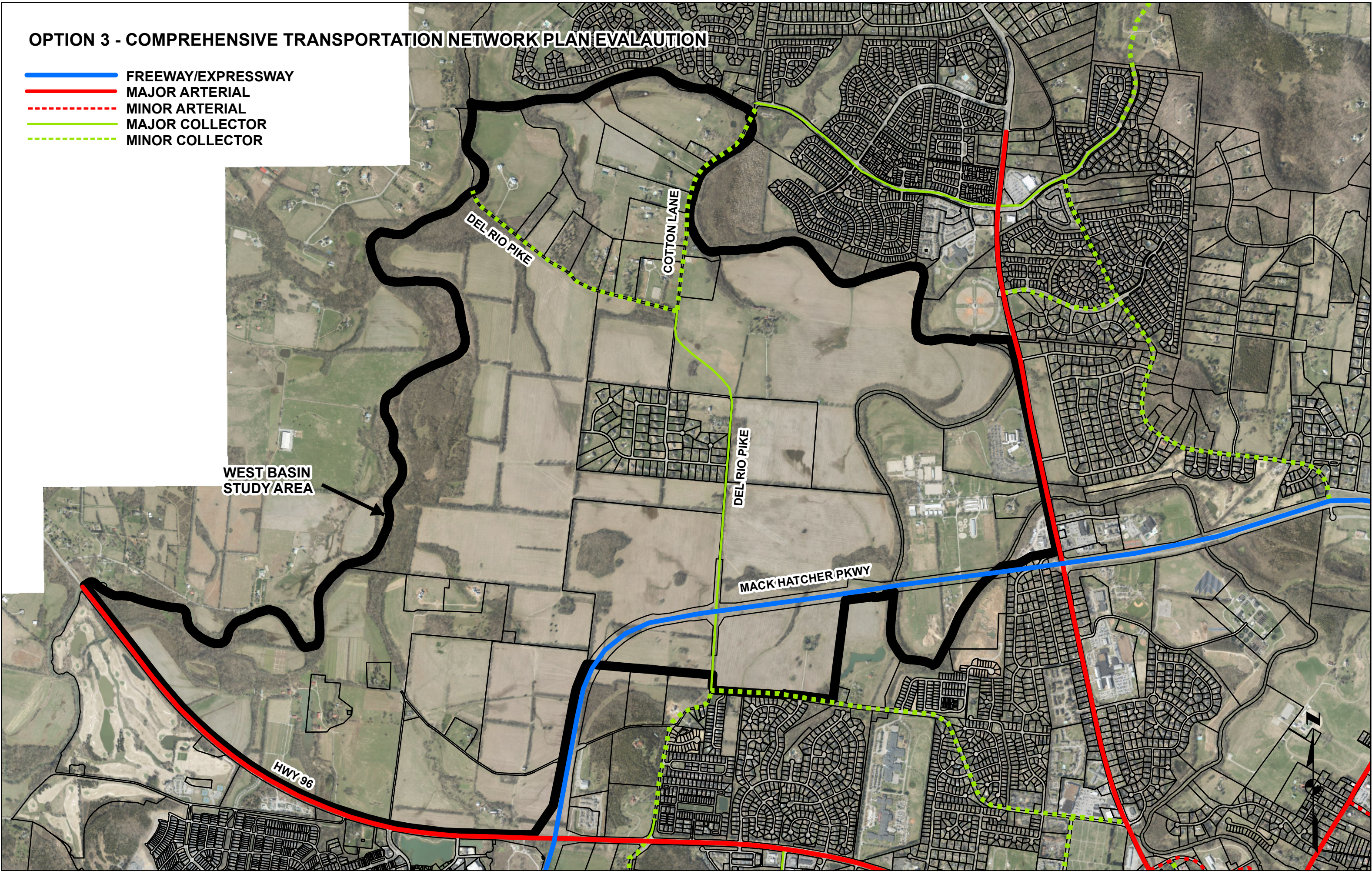
OPTION 2 - COMPREHENSIVE TRANSPORTATION NETWORK PLAN EVALAUTION

- FREEWAY/EXPRESSWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR



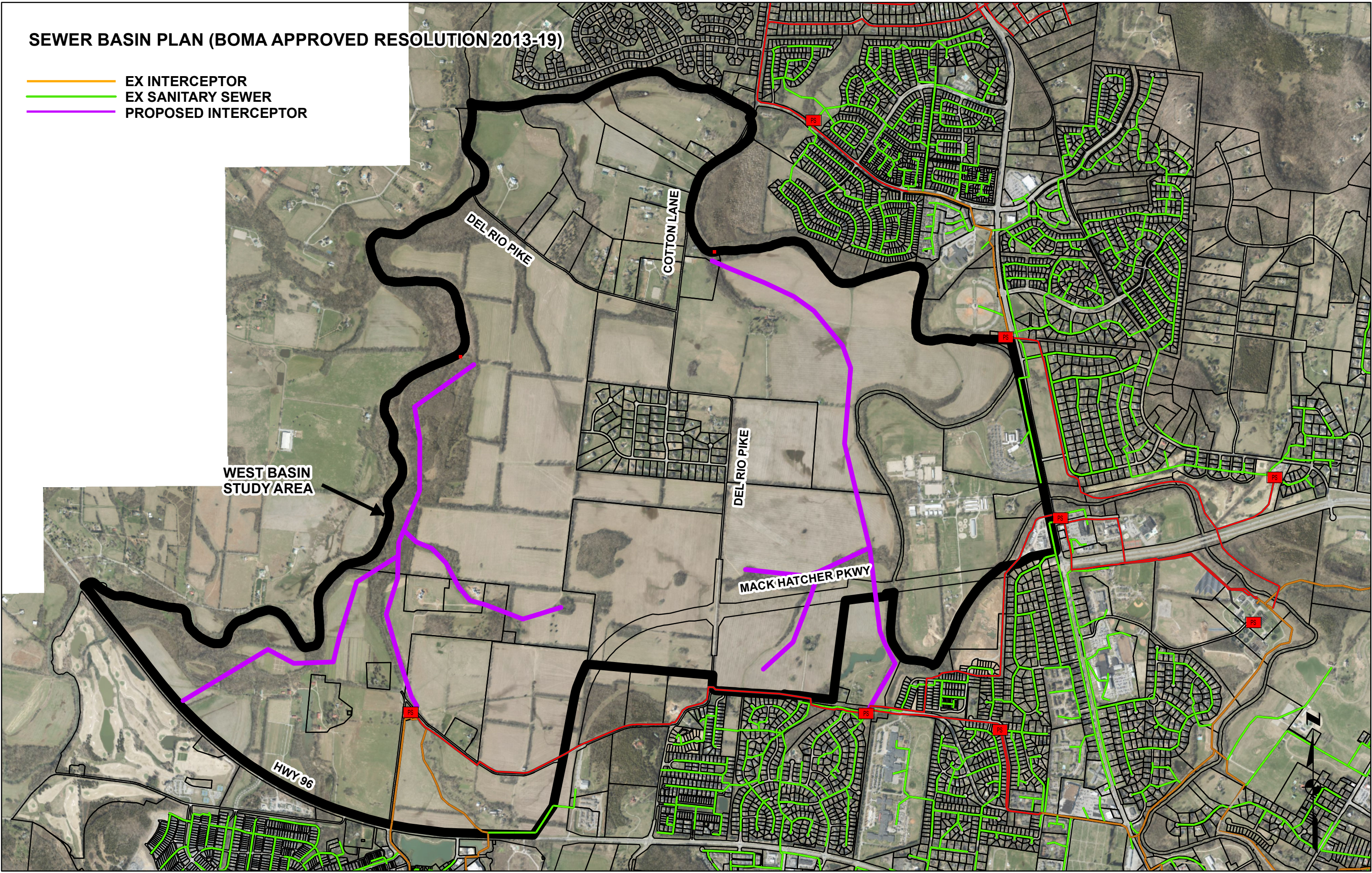
OPTION 3 - COMPREHENSIVE TRANSPORTATION NETWORK PLAN EVALAUTION

- FREEWAY/EXPRESSWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR



SEWER BASIN PLAN (BOMA APPROVED RESOLUTION 2013-19)

- EX INTERCEPTOR
- EX SANITARY SEWER
- PROPOSED INTERCEPTOR



RESOLUTION NO. 2020-172

A RESOLUTION PROVIDING NEXT STEPS RELATED TO THE ROAD NETWORK AND/OR FUTURE LAND USES IN THE WEST HARPETH AREA, DEFINED AS THE AREA GENERALLY WEST OF THE NEW SECTION OF MACK HATCHER PARKWAY, BETWEEN HILLSBORO ROAD AND HIGHWAY 96 WEST.

WHEREAS, certain property owners within the West Sanitary Sewer Basin generally located in the City of Franklin's Urban Growth Boundary adjacent to the City of Franklin's western corporate limits north of Highway 96 West have requested consideration to be annexed; and

WHEREAS, during discussions with owners, family members, and representatives of these parcels, including a discussion with the City of Franklin Board of Mayor and Aldermen during their August 11, 2020, Worksession, a variety of ideas and expectations were shared regarding the future horizontal alignment of a section of Old Charlotte Pike and the type and intensity of future development in this area of the City and County; and

WHEREAS, two of the ideas and expectations shared during the August 11, 2020, Worksession included: 1) removing Old Charlotte Pike as a minor collector from the City of Franklin's Comprehensive Transportation Network Plan (Connect Franklin) and 2) approving the horizontal alignment of Old Charlotte Pike as illustrated on Exhibit A; and

WHEREAS, while the City of Franklin's Land Use Plan, Envision Franklin, currently designates this area as the Conservation and Conservation Subdivision Design Concepts, and the City's Comprehensive Transportation Network Plan (Connect Franklin) includes a general alignment for Old Charlotte Pike, in order for City staff to effectively plan for the extension of public infrastructure and provide property owners and interested citizens meaningful guidance of the City's vision for this area, staff is seeking additional guidance from the Board of Mayor and Aldermen; and

WHEREAS, there has been public feedback related to land use, lot size, rural character, road network, and floodplain conditions and proposed floodplain modifications related to various potential development plans in the West Harpeth area; and

WHEREAS, based largely on the ideas and expectations expressed during the August 11, 2020, Worksession, City staff requests the Board of Mayor and Aldermen provide additional guidance regarding the extension of public infrastructure and future development in this area by selecting one of the following options:

- A. Recommend to the Franklin Municipal Planning Commission that it remove Old Charlotte Pike becoming a minor collector as currently designated in the City's Comprehensive Transportation Network Plan (Connect Franklin).
- B. Recommend to the Franklin Municipal Planning Commission that it include a more specific or different horizontal alignment of Old Charlotte Pike as a minor collector in the City's Comprehensive Transportation Network Plan (Connect Franklin) as shown on Exhibit A.
- C. Request that the Franklin Municipal Planning Commission complete a "Small Area Plan" for the entire West Harpeth area (the area generally west of the new section of Mack Hatcher Parkway, between Hillsboro Road and Highway 96 West) that is currently designated as the Conservation and Conservation Subdivision Design Concepts in Envision Franklin, inclusive of public engagement on future land use, local road network, floodplain management/flood resilience, and public water and sanitary sewer infrastructure, with details to guide future development in the area. Annexation, rezoning, and development plan applications that are not currently in review

for and eligible for consideration at the October 22nd or December 10th Planning Commission meetings shall not be accepted for properties within the study area until the Small Area Plan is completed and until associated amendments to Envision Franklin and the Comprehensive Transportation Network Plan (Connect Franklin) have been approved by the Franklin Municipal Planning Commission.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Board of Mayor and Aldermen selects **Option C** and authorizes City staff to proceed accordingly.

BE IT IS SO RESOLVED AND DONE on this _____ day of _____, 2020

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

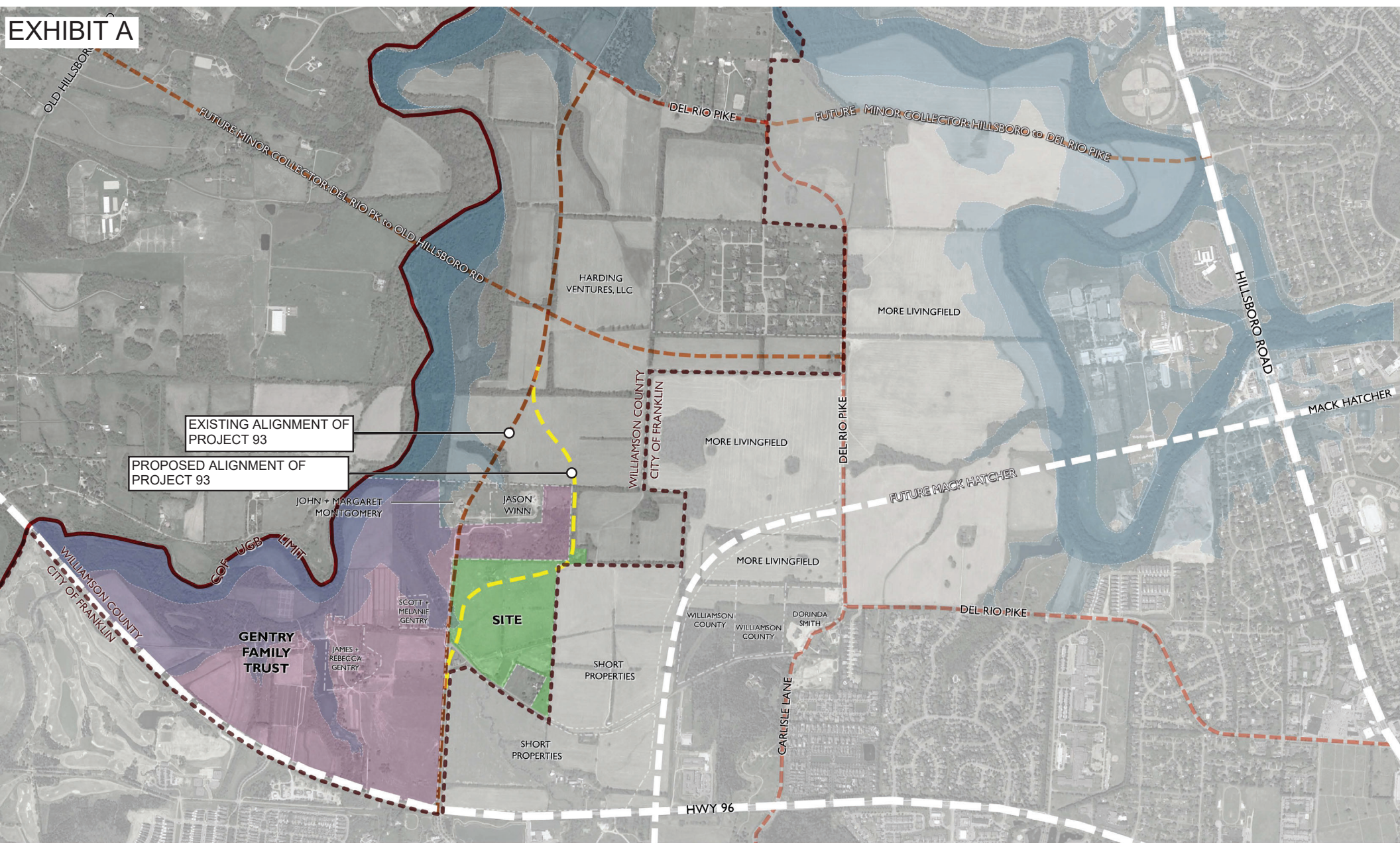
BY: _____
Eric S. Stuckey
City Administrator/Recorder

BY: _____
Dr. Ken Moore
Mayor

APPROVED AS TO FORM BY:

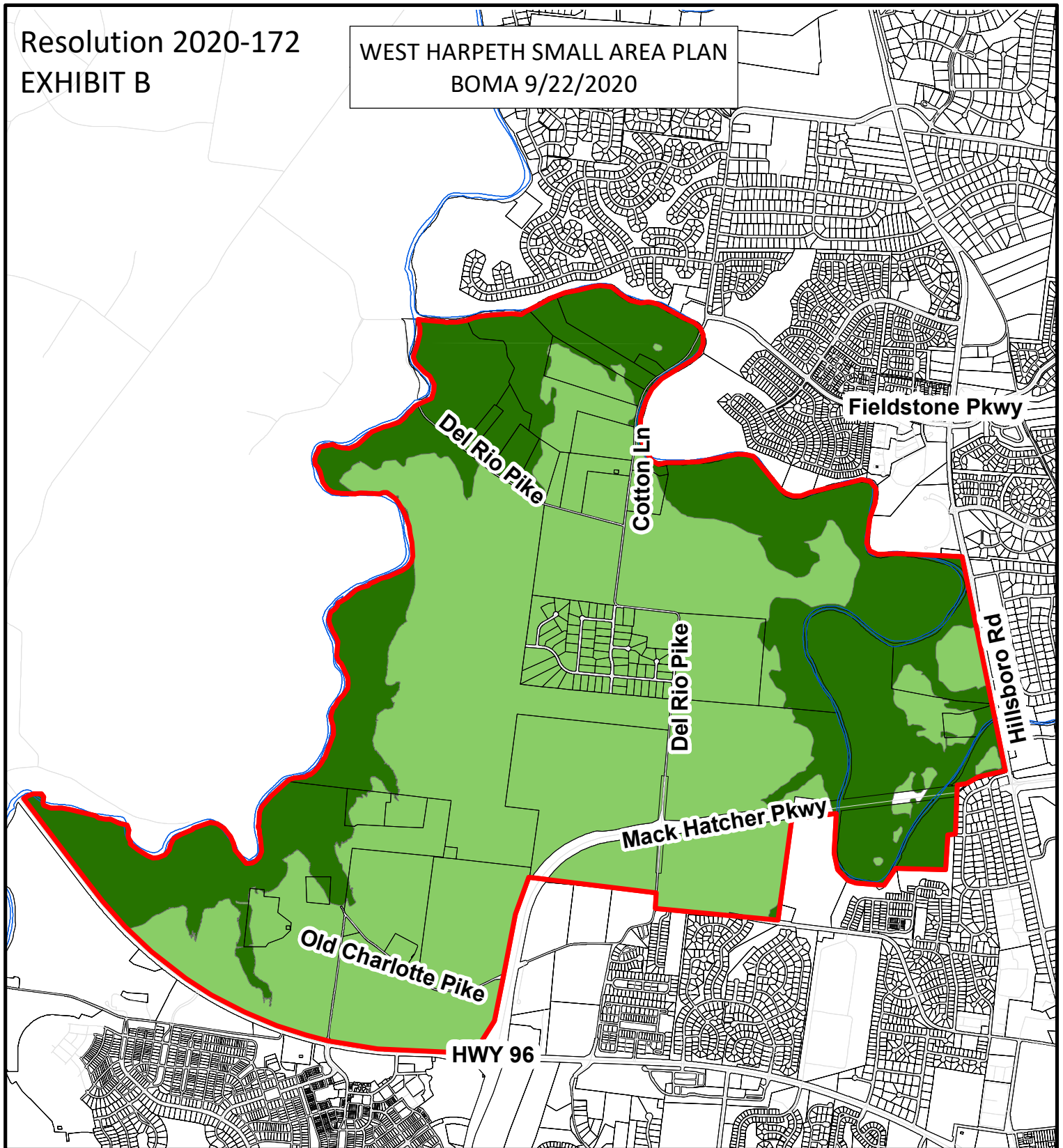
Shauna R. Billingsley, City Attorney

EXHIBIT A



OLD CHARLOTTE PIKE
PROPOSED MINOR COLLECTOR LAYOUT ALTERATION
 July 27, 2020





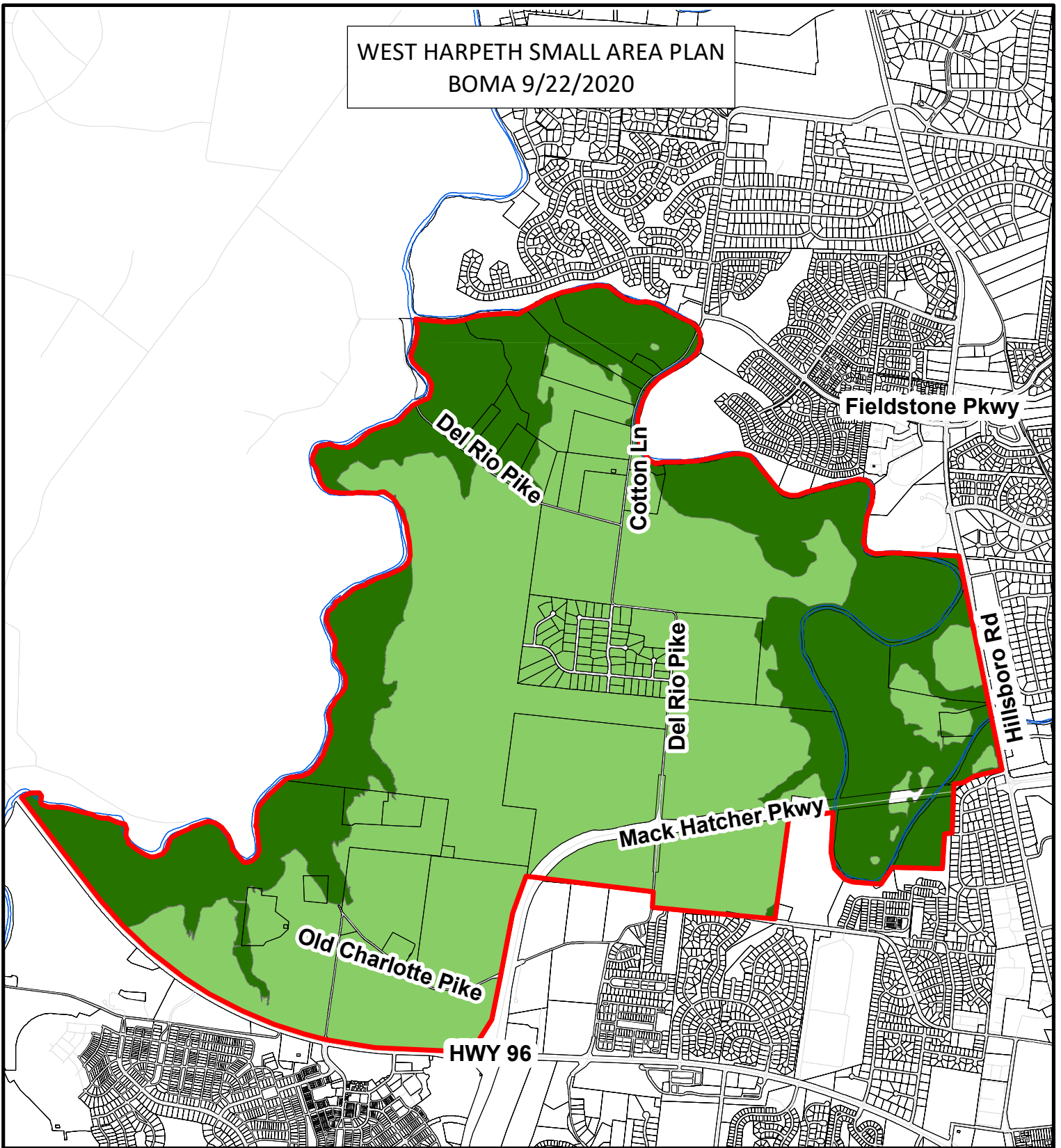
Legend

- Project Boundary
- Harpeth River
- City Limits
- Conservation
- Conservation Subdivision
- Parcels



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2016. All rights reserved.

WEST HARPETH SMALL AREA PLAN
BOMA 9/22/2020



Legend

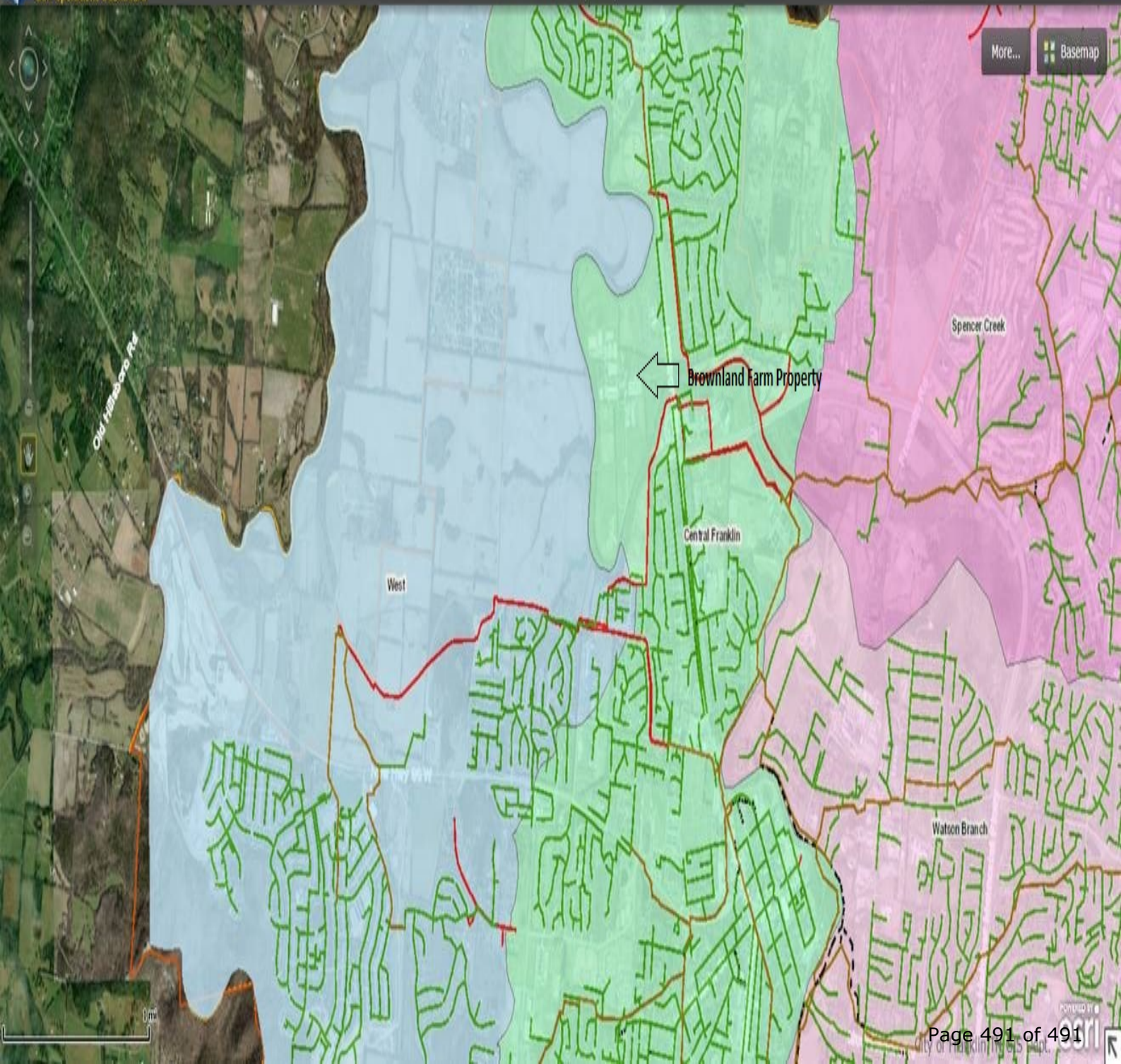
- Project Boundary
- Harpeth River
- City Limits
- Conservation
- Conservation Subdivision
- Parcels



0 1 Miles

A scale bar with markings for 0 and 1 mile.

This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2016. All rights reserved.



More...

Basemap