CITY OF GALLATIN
COUNCIL COMMITTEE MEETING

February 23, 2016 | **6:00 pm** | **Dr. J. Deotha Malone Council Chambers**

- Call to Order – Councilman Alexander
- Roll Call: Alexander – Brackenbury – Camp – Vice Mayor Hayes – Kemp – Mayberry – Overton – Mayor Brown
- Approval of Minutes: None Provided
- Public Recognition
- Mayor's Comments

AGENDA

1. Ordinance Appropriating and Authorizing Additional Funding in the Amount of $1,500,000.00 for 2014 Gas Line Construction **(David Gregory, Superintendent of Public Utilities)**

2. Amend Gallatin Municipal Code Chapter 3, Alcoholic Beverages Sec. 3-158 **(Susan High-McAuley, City Attorney)**

3. Discussion of Ordinance Amending the Zoning on 61.48 (+/-) Acres from Planned General Commercial (PGC) to Multiple Residential and Office (MRO) District with a Preliminary Master Development Plan for Hidden Creek – Parkside Builders Residential Subdivision **(Bill McCord, City Planner)**

4. Discussion of Ordinance Amending the Zoning on 2.37 (+/-) Acre Parcel from Commercial Services (CS) District to Planned General Commercial District (PGC) District with a Preliminary Master Development Plan for Volunteer State Bank **(Bill McCord, City Planner)**

5. Continued Discussion of Renaming a City Building **(Jimmy Overton, Councilman)**

6. Update on Connect Gallatin and Marketing Grant **(Paige Brown, Mayor & Kim Myers, Executive Director of Chamber of Commerce)**

- Other Business
- Department Head Reports
- Adjourn

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

[February 23, 2016]

DEPARTMENT: **Utilities** **AGENDA #** 1

SUBJECT:
Ordinance #O1602-11 Appropriating and authorizing additional funding in the amount of $1,500,000.00 for 2014 Gas Line Construction

SUMMARY:
Ordinance authorizing and appropriating additional funds in the total amount of $1,500,000.00 from Natural Gas Reserves for "2014 Annual Gas Line Construction" in various areas of the City.

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☒ **Correspondence**	☐ **Bid Tabulation**
☒ **Ordinance**	☐ **Contract**	☒ **Other**

Approved ☐
Rejected ☐
Deferred ☐

Notes:

ORDINANCE NO. O16Ø2-11

ORDINANCE APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $1,500,000.00 FOR NATURAL GAS LINE EXTENSIONS UNDER EXISTING CONTRACT "CONTRACT 2014 ANNUAL NATURAL GAS LINE CONSTRUCTION"

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $1,500,000.00 is hereby appropriated from the natural gas reserve to be added to the existing "2014 Annual Natural Gas Line Construction" contract with James N. Bush Construction Co., Inc. for the installation of natural gas mains and services in various areas of the City.

BE IT FURTHER ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE, that this ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: _____, 2016.

PASSED SECOND READING:_____, 2016.

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCCAULEY
CITY ATTORNEY

JAMES N. BUSH CONSTRUCTION, INC.

P.O. Box 808
Cookeville, TN 38503

Telephone: (931) 526-3223
Fax: (931)528-3419

February 16, 2016

Mr. David Gregory
City of Gallatin Gas Department
239 Hancock Street
Gallatin, TN 37066

Re: 2014 Annual Gas Line Construction

Dear Mr. Gregory:

This letter is for the purpose of confirming that James N. Bush Construction, Inc. is agreeable to an addition to the 2014 Annual Gas Line Construction contract in the amount of $1,500,000.00. This addition amount is based upon the contract unit pricing contained in the 2014 Annual Gas Line Construction contract.

Sincerely,

James N. Bush Construction, Inc.

Steve Watts, V.P.

Steve Watts, VP

xc: Mr. David Kellogg

NATURAL GAS MAINS AND SERVICES
COMPLETED ANNUAL CONTRACT "2014"
MARCH, 2015 – JANUARY, 2016
(11 MONTHS)

- 546 new gas services
- 42,960 ft. of ¾" service lines
- 662 ft. of 1" service lines
- 30,000 ft. of 2" mains to subdivisions and extensions
- 733 ft. of 4" mains
- 34 = 2" ball valves
- 13 = 2" hot taps
- 4,606 ft. of 2" uncased bore
- 1,010 ft. of 2" directional bore
- 90 ft. of 2" rock bore
- 353 ft. of 4" rock bore

GAS MAIN EXTENSIONS

410 ft. 2" -Gateway Drive (American Colors)
135 ft. 2" –Enterprise Drive (Greenlea & Vol State College)
120 ft.. 2" –Relocation Peach Valley Road (County Road Project)
700 ft. 2" –Newman Downs, Phase 3
928 ft. 2" –Chambers Circle
600 ft. 2" –Vol State Community College
210 ft. 2" –Hillside Drive
1,775 ft. 2"-Fairway Farms, Phase 3, Section 1C
755 ft. 2" –Cairo Road & Monticello
300 ft. 2" –Robertson Road
804 ft. 2" –Blue Jay Way
4,078 ft. 2" – Douglas Lane
557 ft. 2" –Nashville Pike (Ford Dealership)
676 ft. 2" –Service to Beretta Plant
2,585 ft. 2" –Twin Eagles Subdivision, Phase 11A & 12A
1,085 ft." 2"-Foxland Subdivision (Albatross Way)
675 ft. 2" –Hilton Road
1,722 ft. 2" –St. Blaise Retreat (Montrose)
1,850 ft. 2" –Foxland Subdivision (Vinings Blvd.) Phase 3, Section 2
2,409 ft. 2" –Hunt Club Subdivision (Higginson Place N. & Hunt Club Blvd.)
1,007 ft.,2" –Foxland Subdivison (Vinings Blvd.)
2,259 ft. 2"-Carellton, Phase 2B
3,243 ft. 2" -Kansas Lane
300 ft. 2"- Hunt Club
817 ft. 2" & 4"–Carellton Subdivision, Phase 2B

Total Amount Completed to Date **$1,840,261.58** **(11 months)**

SUBDIVISIONS/PROJECTS
Proposed or Under Construction

Foxland
Carellton
Kennesaw Farms
Green Farms
Twin Eagles
Cambridge Farms – The Reserve
Clearlake Meadows
Elk Acres
Cumberland Place North
Saint Blaise Estates
Fairway Farms
Lennox Place
The Retreat at Fairvue
Oak Hill
Spencer Springs
Hunter Pointe
Jennings Park
Estates of Fairway Heights
Baywood Pointe
Hidden Creek
Foxland Crossing
The Residence at Gallatin
Greensboro Village – Commercial
Welch College
Enoch Hills
Savannah
Shutes Lane 4" Extension

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

February 23, 2016

DEPARTMENT: **City Attorney** **AGENDA #** 2

SUBJECT:
Amend Gallatin Municipal Code Chapter 3, Alcoholic Beverages Sec. 3-158

SUMMARY:
Amending Gallatin Municipal Code Chapter 3, Alcoholic Beverages, Section 3-158, regarding Special Event Beer Permits and establishing a Downtown District.

RECOMMENDATION:

ATTACHMENT:

- ☐ **Resolution**
- ☒ **Ordinance**
- ☐ **Correspondence**
- ☐ **Contract**
- ☐ **Bid Tabulation**
- ☐ **Other**

Approved ☐
Rejected ☐
Deferred ☐

Notes:

ORDINANCE NO. O16Ø2-13

ORDINANCE AMENDING GALLATIN MUNICIPAL CODE CHAPTER 3, ALCOHOLIC BEVERAGES, SEC. 3-158 PERMIT REQUIRED FOR ENGAGING IN BEER BUSINESS, AMENDING THE ORDINANCE RELATIVE TO CLASS IV, SPECIAL EVENT PERMITS AND ESTABLISHING A DOWNTOWN DISTRICT

WHEREAS, it is deemed in the public interest to amend the Gallatin Municipal Code from time to time; and

WHEREAS, The Gallatin Beer Board has recommended to the Mayor and City Council that the City of Gallatin Municipal Code be amended regarding Special Event Beer Permits and establishing a Downtown District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the Gallatin Municipal Code, Chapter 3, Alcoholic Beverages, Section 3-158, is hereby amended as follows:

1. By deleting Section 3-158(b)(4) in its entirety and replacing it with the following:

(4) *Class IV – Special Event/Temporary Permit.* Special event permits may be issued by the Beer Board after payment of a $50.00 (Fifty Dollar) fee under the following circumstances and governed by the following provisions:

(a) *One event permit for private businesses:* Temporary beer licenses or permits not to exceed 24-hour duration may be issued by the Beer Board at the request of the applicant upon the same conditions governing permanent permits. Such a temporary license or permit shall be limited to three events per business in any 12-month period. Special event permits/temporary license for private businesses shall not allow the sale, storage or manufacture of beer on publicly owned property.

(b) *One event permits for nonprofit organizations:* A temporary license authorizing the sale of beer on public property may be issued to a bona fide charitable or nonprofit organization or bona fide political organization, subject to the approval of the appropriate governmental authority charged with the management of such publicly owned property and the Beer Board. Documents showing evidence of the type of organization shall be submitted with the application. Such a temporary license or permit shall be limited to three events per organization in any 12-month period. For purposes of this section, bona fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(c) *Multiple event permit for nonprofit organizations:* Subject to the submission of a proper application and the payment of the application fee, the Beer Board is authorized and empowered in its discretion to issue special event permits to bona fide charitable or nonprofit organization for special events for a maximum of ten (10) events in any 12-month period. No single special event shall be longer than forty-eight (48) hours in duration. The Beer Board may issue a special event permit under such terms, conditions, rules and regulations as the beer board may establish which are not inconsistent with state law regulating the sale of beer. For purposes of this section, bona fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(d) *Notice of intent to conduct a special event.* Any person, organization or other entity with a special event license conducting an event during which beer is to be sold shall provide at least 30 days' advance written notice to the Beer Board, with a copy to the City Recorder, of the intent to conduct such a special event. The notice required by this part shall include, but not necessarily be limited to, the following information:

1. Date and time of the event;

2. The sponsor of the event;

3. The specific location where any beer is to be sold outside;

4. Any plans for proposed temporary closure of public rights-of-way;

5. Plans for security and policing of the event;

6. The anticipated number of persons attending the event;

7. Plans for clean up during and after the event;

8. Plans for sanitary facilities and for safety inspections as determined needed by the fire department;

9. Indemnification: For events held on public property, a written agreement that will indemnify and hold the city, its officials and employees harmless from any claim resulting from the event; and

10. Liability insurance: For events held on public property, provide to the city from an insurance company authorized to do business in the state a comprehensive general liability insurance policy, applicable to the serving of beer at the event and providing insurance coverage for all liabilities

including death, personal injury or property damage, arising out of, or in any way related to, the event described, in the amount of $1,000,000.00 combined single limits. Such insurance shall be in a form satisfactory to the city's risk manager, shall include an endorsement naming the city as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to the city, shall contain a severability of interest (cross liability) clause, and shall require the insurer to provide to the city at least 30 days' prior notice of cancellation. Proof of such insurance, also in a form satisfactory to the city's risk manager, shall be filed with the risk manager prior to the date of the event of the sponsoring organization.

Upon receipt of the notice as required in this subsection (d), the proposed special event shall be placed on the agenda of the Beer Board for its next regularly scheduled meeting following receipt of the notice, and the sponsor of the proposed event shall send a representative or representatives (a representative of the business, nonprofit organization and/or professional organization running the event, if applicable) to the Beer Board meeting to address any questions or issues arising out of the proposed special event.

(e) *The Downtown District:* The Beer Board is hereby authorized and empowered in its discretion to permit the sale of beer in the downtown district for special events, the downtown district being the area bounded by N. Water Ave. from E. Franklin St. to E. Main St and the Public Square, excluding E. Main St. to a bona fide charitable or nonprofit organization holding a Class IV(b) or (c) special event permit at such times and events and under such terms, conditions, rules and regulations as the Beer Board may establish which are not inconsistent with state law regulating the sale of beer, and including the temporary closure of public rights-of-way within the area with the express permission and cooperation of the City Council and the regulations regarding temporary closure of public rights-of-way.

(f) *Purchase from source other than licensee prohibited.* No charitable, nonprofit, political organization, or business possessing a special event permit shall purchase for sale or distribution beer from any source other than a licensee as provided pursuant to state law.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect upon passage, the public welfare requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

FEBRUARY 23, 2016

DEPARTMENT: **PLANNING Department** **AGENDA #** 3

SUBJECT:
Discuss amended Ordinance No. O16O2-8, an ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 61.48 (+/-) acres from Planned General Commercial (PGC) District to Multiple Residential and Office (MRO) District with a Preliminary Master Development Plan.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 61.48 (+/-) acre parcel, from Planned General Commerical (PGC) to Multiple Residential and Office (MRO), and approval of a Preliminary Master Development Plan for Hidden Creek - Parkside Builders Residential Subdivision, located west of Big Station Camp Boulevard and north of Bison Trail; authorizing the revision to be indicated on the official Zoning Atlas; Repealing conflicting ordinances; Providing for severability; and Providing an effective date.

On January 25, 2016 the Gallatin Municipal-Regional Planning Commission recommended approval of GMRPC Resolution 2016-08. (PC File# 3-1422-15)

At the February 16, 2016 Council meeting, the Council voted to amend the Ordinance prior to passing it at first reading. The attached Ordinance reflects the actions of the Council and requires that a note be added to the Hidden Creek- Parkside Builders Plan addressing the scheduling of constriction of Jenkins Lane. The note is sightly different than the original plan note since it incorporates amendments made when the Welch College PMDP was approved.

The Council requested that this item be scheduled for additional discussion concerning the construction scheduling of Jenkins Lane across the property and the adjacent Welch College property. The note was placed on the previous approved PMDP in 2008 and is still applicable to the development. Only specific changes identifed on the most current PMDPs apply. This plan note is not in conflict with the PMDP approved in 2008. The same note can be placed on the Hidden Creek-Parkside Builders plan (See attachment). When the Welch College PMDP and FMDP was approved a modification to the plan only required construction of Jenkins Lane at a time when Welch College develops Phase 2 or when the adjacent parcel is developed. This did not affect the obligation for the adjacent parcel developer to construct the road provided that a building permit was first applied for by the developer of the adjacent property or the Welch College Phase 2. If Phase 2 of Welch College were to apply for a permit before the adjacent parcel developer then the roadway would have to be completed prior to development of the adjacent property. A private " Reciprocal Easement Agreement" (attached) describes the financial obligations of the participants to construct the roadway.

RECOMMENDATION:

ATTACHMENT:

☐ Resolution	☐ Correspondence	☐ Bid Tabulation
☒ Ordinance	☐ Contract	☒ Other

Approved ☒
Rejected ☐
Deferred ☐

Notes:

AMENDED ORDINANCE NO. O16Ø2-8

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING TWO (2) PARCELS (TAX MAP 124//PARCELS 046.01 AND 046.02) TOTALING 61.48 (+/-) ACRES, FROM PLANNED GENERAL COMMERCIAL (PGC) TO THE MULTIPLE RESIDENTIAL AND OFFICE (MRO) ZONING DISTRICT, LOCATED NORTH OF BISON TRAIL AND WEST OF BIG STATION CAMP BOULEVARD, AND APPROVING AN AMENDMENT TO THE HIDDEN CREEK PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE HIDDEN CREEK-PARKSIDE BUILDERS RESIDENTIAL SUBDIVISION, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property has submitted a complete application to amend the Hidden Creek Preliminary Master Development Plan on two (2) parcels totaling 61.48 (+/-) acres located in the City of Gallatin, Tennessee; and

WHEREAS, the property is located north of Bison Trail and west of Big Station Camp Boulevard and is zoned Planned General Commercial (PGC); and

WHEREAS, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the amendment to the Hidden Creek Preliminary Master Development Plan in GMRPC Resolution No. 2016-07; and

WHEREAS, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and Tenn. Code Ann. Section 13-7-203; and

WHEREAS, The City Council has approved by majority vote of the members present the rezoning request of the described property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE as follows:

Section 1. The City Council of the City of Gallatin does hereby approve the Amended Preliminary Master Development Plan as described in Exhibit 'A'.

Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

PASSED FIRST READING: February 16, 2016.

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

The Amended Preliminary Master Development Plan for Hidden Creek-Parkside Builders consists of a four (4) sheet plan prepared by Kimley-Horn and Associates, of Nashville, TN with Project No. 118123001, dated 1-13-16, with following conditions:

1. Amend the plan to add public sidewalks along Bison Trail and Big Station Camp Boulevard or alternative locations for pedestrian infrastructure.
2. The applicant shall determine if the Park areas associated with the Cottages (2.5 Story) will be included as common open space. If so, the parks need to match the open space labeling scheme.
3. An updated and revised traffic impact analysis shall be provided with the Final Master Development Plan. Access points proposed on this plan are subject to the findings and recommendations of the comprehensive traffic impact analysis.
4. Show cross-sectional detail of Big Station Camp Boulevard and Bison Trail and any access drives opposite of the proposed development.
5. No perpendicular parking will be allowed within public rights-of-way.
6. The proposed public roadway will be required to have a minimum 5-foot grass strip on both sides unless transitioning to meet adjacent development.
7. Clearly indicate all right-of-way widths for all proposed roadways on plan sheet C1-00.
8. Show relocated access for Gallatin Emergency Services from Big Station Camp Boulevard to proposed roadway along northern property line.
9. All roadways and intersections, public or private, shall meet all requirements of the Subdivision regulations and International Fire Code to adequately serve City trash pick-up as well as the fire department and other emergency services.
10. Parallel parking stalls along Jenkins Lane shall have a minimum of 10-feet of asphalt in addition to the 2-foot gutter pan.
11. The applicant shall add a note to the plan stating: "Jenkins Lane Extension Obligations: The developer(s) of Hidden Creek, located west of Big Station Camp Creek Boulevard, shall record a subdivision plat for the roadway and post a performance surety for the construction of Jenkins Lane from Lower Station Camp Creek Road to Big Station Camp Boulevard prior to the issuance of any building permits for either ~~the~~ Welch College Phase 2 as approved in Ordinance No. O1312-69, or Commercial Lot B as approved in Ordinance O0805-40."
12. Submit three (3) corrected and folded copies (One (1) full sized and two (2) half-sized) of the PMDP to the Planning Department.

MEMORANDUM

To: Gallatin City Council

From: William D. McCord, City Planner
Nick Tuttle, City Engineer

Date: February 16, 2016

RE: Hidden Creek-Parkside Builders Rezoning and Preliminary Master Development Plan - Ordinance No. O1602-8

The Ordinance for the referenced rezoning does not include a condition similar to or contained in the previously approved or amended Preliminary Master Development Plans for the Hidden Creek area including specific language related to the obligation to complete Jenkins Lane.

The original PMDP (3-2-08) (Ordinance No. O0805-40) included a plan note stating:

JENKINS LANE EXTENSION OBLIGATIONS

SCENARIO 2:

THE DEVELOPER OF HIDDEN CREEK SHALL RECORD A SUBDIVISION PLAT FOR THE ROADWAY AND POST A PERFORMANCE BOND FOR THE CONSTRUCTION OF JENKINS LANE FROM LOWER STATION CAMP CREEK ROAD TO BIG STATION CAMP CREEK BOULEVARD PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR EITHER THE COLLEGE OR COMMERCIAL LOT A (sic B).

The Welch College Amendment to the Hidden Creek PMDP, initiated in 2013 and approved on second reading on February 24, 2015 (Ordinance No. O1312-69), added a plan note (condition) to the PMDP which states:

PRIOR TO ISSUANCE OF BUILDING PERMITS IN PHASE 2 OR PHASE 3 WEST OF BIG STATION CAMP BOUELVARD, THE JENKINS LANE EXTENSION SHALL BE COMPLETED.

The area described as Commercial Lot B in the original ordinance (No. O0805-40) is the same area referenced as Phase 3 in the later ordinance (No. O1312-69).

Council should consider adding the above conditions, with slight modifications*, as a condition of approval of pending Ordinance No. O1602-8 (Hidden Creek-Parkside Builders PMDP Amendment) after discussion of this item.

A private agreement (Reciprocal Easement Agreement) exists between the adjacent property owners that addresses the financial and construction obligations for constructing the Jenkins Lane extension.

* Require a Surety vs. a Performance Bond, Change reference to Commercial Lot A to Commercial Lot B.

I: Activities and Projects\Rezoning\Hidden Creek-Parkside Builders\PMDP\Memo to Council 2-16-16

9:48 (2)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the 14th day of August, 2008, by and between Franklin Farm Estates, LLC, a Tennessee limited liability company ("Franklin Farm") and, Free Will Baptist Bible College ("FWBBC").

WITNESSETH:

WHEREAS, Franklin Farm or its affiliates is the owner of certain real estate or has contractual rights to certain real estate situated in the City of Gallatin, County of Sumner, and State of Tennessee, as more particularly described on **Exhibit A** attached hereto ("Retained Property");

WHEREAS, FWBBC is the owner of certain real estate lying contiguous with and/or adjacent to Parcel I, as more particularly described on **Exhibit B** attached hereto ("Subject Property");

WHEREAS, the Retained Property and Subject Property are sometimes collectively referred to herein as the "Parcels" and individually as "Parcel";

WHEREAS, Franklin Farm and FWBBC desire to enter into this Agreement to provide for a reciprocal ingress, egress and construction easement with respect to the Parcels.

NOW, THEREFORE, in consideration of the premises, and Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I - EASEMENTS

SECTION 1.1 The parties hereby establish a non-exclusive easement over each Parcel in favor of the other Parcel to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Parcel, including without limitation telephone, electricity, water, natural gas and storm and sanitary sewers, provided that the same are constructed, installed, maintained and repaired in compliance with all laws, orders, rules and regulations of any governmental or private authority having jurisdiction over same, including without limitation the requirements of any utility companies, and are constructed underground ("Improvements"). The dominant Parcel owner, in order to exercise its easement rights under this Section 1.1, must obtain the servient Parcel owner's approval of the plans and specifications for and the location of the Improvements the dominant Parcel owner intends to install on the servient Parcel, which approval shall not be unreasonably withheld, delayed or conditioned. In the event that the servient Parcel owner has not approved or rejected the plans and specifications of the dominant Parcel owner within thirty (30) days from the date that the servient Parcel owner receives the plans and specifications then the plans and specifications are deemed approved. Any disruption or demolition of a servient Parcel by reason of the use of this easement shall be kept to a minimum and shall not exceed one (1) day in duration unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as reasonably is required

{00294857.1}

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 704915
Rec'd: 70.00 Instrument #: 891654
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 8/15/2008 at 9:40 AM
Total: 72.00 in
Record Book 3006 Pgs 206-219

Ret- Chicago Title
Franklin, TN.

and such area forthwith shall be restored as quickly as possible by the dominant Parcel owner to its original condition at no expense to the servient Parcel owner, with each party agreeing to reasonably cooperate with the other in scheduling of such work as to not unduly disrupt the operations of the servient Parcel.

SECTION 1.2 The parties hereby establish a non-exclusive easement over each Parcel in favor of the other Parcels to permit the temporary occupation of the servient Parcel in order to facilitate the construction or maintenance of the Improvements on the dominant Parcel, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements on the servient Parcel, and further provided that this easement shall not permit the storage of materials or equipment on the servient Parcel. The temporary easement granted herein shall cease when the construction on the dominant Parcel is substantially completed.

SECTION 1.3 The parties agree that the "Road" that crosses the Parcels shall be installed within the general area shown on **Exhibit C** attached hereto and made a part hereof for all purposes subject to the following conditions:

a) Franklin Farm shall dedicate that portion of the land required for site plan approval on the Retained Property to accommodate and allow for the construction of a public road for the extension of Jenkins Lane (the "Road") to be situated along the northern boundary of the Retained Property consisting of approximately a 75 foot right of way.

b) Franklin Farm agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. The Franklin Farm shall reimburse FWBBC the Franklin Farm's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance of that portion of the Road built on the Subject Property. Notwithstanding anything herein to the contrary, if Franklin Farm begins development of the Retained Property before FWBBC begins development of the Subject Property, and Franklin Farm shall have the right to construct the Road on the Subject Property and FWBBC agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. In that event, FWBBC shall reimburse Franklin Farm the FWBBC's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance. The Franklin Farm shall pay the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road required for site plan approval on the Retained Property. The Franklin Farm agrees to post an irrevocable letter of credit within thirty (30) days from the date of the Closing to insure the performance of the Franklin Farm as it relates to paying for the costs of the construction of the Road that crosses the Subject Property naming the FWBBC as payee. The amount of the Franklin Farm's letter of credit shall be one half of the

total estimate of costs for the construction of the Road on the Subject Property as prepared by the FWBBC's engineer. FWBBC represents that it shall have its engineer provide a reasonable estimate of cost prior to the Closing. Franklin Farm agrees to provide FWBBC, at no material cost to FWBBC and upon FWBBC's request, with excess raw materials produced from the site development of the Retained Property (including dirt and rocks) to the extent such excess raw materials are available. Franklin Farm shall notify FWBBC in writing of the availability of excess raw materials and FWBBC shall provide Franklin Farm written notice that it will accept the excess raw materials within fourteen (14) days from the date the FWBBC receives Franklin Farm's notification.

c) FWBBC shall dedicate that portion of the land necessary to accommodate and allow for the construction of the Road to be situated along the northern boundary of the Subject Property consisting of approximately a 75 foot right of way.

d) FWBBC agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. In the event that Franklin Farm constructs the Road then FWBBC shall reimburse Franklin Farm the FWBBC's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance of that portion of the Road built on the Subject Property. Notwithstanding anything herein to the contrary, if FWBBC begins development of the Subject Property before Franklin Farm begins development of the Retained Property, Franklin Farm agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road for that section of the Road that runs across the Subject Property to the point where the Road abuts the Retained Property. In that event, Franklin Farm shall reimburse FWBBC the Franklin Farm's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance. The FWBBC agrees to post an irrevocable letter of credit within thirty (30) days from the date of the Closing to insure the performance of the FWBBC as it relates to paying for the costs of the construction of the Road that crosses the Subject Property naming the Franklin Farm as payee. The amount of the FWBBC's letter of credit shall be one half of the total estimate of costs for the construction of the Road on the Subject Property as prepared by the FWBBC's engineer. FWBBC represents that it shall have its engineer provide a reasonable estimate of cost prior to the Closing.

SECTION 1.4 If FWBBC is required to pay for the costs of improving the utilities off site from the Subject Property that makes the delivery of the utilities to the Subject Property and the Retained Property possible, even if a Franklin Farm Upgrade is not required, then Franklin Farm agrees to pay its equitable share of such costs. In the alternative, if Franklin Farm is required to pay for the costs of improving the utilities off site from the Retained Property that makes the delivery of the utilities to the Retained Property and the Subject Property possible, even if a FWBBC Upgrade is not required, then FWBBC agrees to pay its equitable share of such costs.

SECTION 1.5 Each Parcel owner shall indemnify, defend and hold harmless the other Parcel owner and their tenants and licensees from all claims, liens, damages and expenses, including without limitation reasonable attorneys' fees, arising out of its use of the easements created in this Article.

SECTION 1.6 Nothing herein shall create a gift or dedication to the public of, or otherwise create any rights of the public in, any portion of the easements created herein.

ARTICLE II - LIABILITY INSURANCE

SECTION 2.1 Through the date that the Improvements and the Road are substantially completed, the owner of each Parcel shall maintain comprehensive general liability insurance, including contractual liability coverage, naming the other Parcel owner as additional insured and providing coverage with a combined bodily injury, death and property damage limit of One Million Dollars ($1,000,000) or more per occurrence to cover claims related to the easements granted herein. The owner of a Parcel shall provide the other Parcel owner, with a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder.

ARTICLE III - DEFAULT

SECTION 3.1 Except as otherwise expressly set forth in this Agreement, should a Parcel owner breach any of its obligations hereunder and such breach continue for a period of thirty (30) days after its receipt of written notice, the other Parcel owner shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such party furnish prior notice to the other Parcel owner and further provided that no notice is required should the breach create an emergency or interfere with use of a Parcel. All reasonable expenses incurred by the other Parcel owner to cure the defaulting Parcel owner's uncured breach pursuant to the preceding notice shall be reimbursed by the defaulting Parcel owner within thirty (30) days after receipt of written evidence confirming the payment of such expenses with copies of any underlying invoices.

SECTION 3.2 In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred by such litigation.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 4.1 Except as provided below, this Agreement may be terminated, rescinded, modified or altered only with the approval of the owners of the Parcels by filing an amendment hereto in the Office of the Register for Sumner County, Tennessee.

SECTION 4.2 This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Parcels or their tenants or licensees.

SECTION 4.3 No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 4.4 Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 4.5 All notices, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and addressed to a party at the last known address of its principal place of business, and shall be deemed to have been given (i) if personally delivered, upon actual receipt; (ii) if sent by registered or certified United States mail, return receipt requested, postage prepaid, three (3) business days after deposit with the United States Postal Service; (iii) if sent by a nationally recognized overnight delivery service for next day business delivery, on the first business day after deposit with the courier service (or the next business day thereafter if deposited with the courier service on a day other than a business day); or (iv) if transmitted by facsimile, upon confirmation of the facsimile transmission, provided that the original counterpart is sent by one of the methods of delivery identified in (i), (ii) or (iii) above on the same day. For the purposes of notice, the addresses of the parties shall be as follows:

If to Seller:	Franklin Farm Estates, LLC Box 380 695 Nashville Pike Gallatin TN 37066 Attention: Dan Downs, Chief Manager
With A Copy to:	R.H. Pursell North, Pursell, Ramos & Jameson, PLC Ste. 1850 414 Union Street Nashville, TN 37219-1783 Phone: (615) 255-2555 Fax: (615) 255-0032 E-Mail: rpursell@ipijlaw.com
If to Buyer:	Free Will Baptist Bible College 3606 West End Avenue Nashville, TN 37205 Attention: J. Matthew Pinson
With A Copy To:	George J. Phillips Bone, McAllester & Norton PLLC 130 Maple Drive North – Second Floor Hendersonville, TN 37075 Phone: (615) 822-8822

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Fax: (615) 780-7979
E-Mail: gphillips@bonelaw.com

SECTION 4.6 This Agreement shall be governed by and construed according to the laws of the State of Tennessee. Venue and jurisdiction for any actions brought shall lie exclusively in the State Courts found in Sumner County, Tennessee, or to the extent applicable the Federal Courts in Nashville, Davidson County, Tennessee.

SECTION 4.7 All of the provisions hereof shall run with the land in perpetuity and shall be binding on the parties and their respective successors and assigns.

SECTION 4.8 This Agreement contains the entire undertaking by the parties hereto and there are no other terms, expressed or implied, except as contained herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first written above.

WITNESSES:

_____

_____

Franklin Farm Estates, LLC

By: _____
Dan Downs, Chief Manager

Free Will Baptist Bible College

By: J. Matthew Pinson
Its: President

Prepared by, and after recording return to:
R.H. Pursell, Esq.
North, Pursell, Ramos & Jameson, PLC
Suite 1850
Bank of America Plaza
414 Union Street
Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration for this transfer is $-0-.

Affiant: J. Matthew Pinson

Subscribed and sworn to before me, this the 14th day of August 2008.

NOTARY PUBLIC
My Commission Expires: 5/22/2010

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(Franklin Farm Acknowledgment)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Dan Downs, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that he is Chief Manager of Franklin Farm, LLC, a Tennessee limited liability company, that he is authorized by the company to execute the within instrument on its behalf, and who acknowledged that he executed the within instrument as such officer, on behalf of the Company, for the purposes therein contained.

Witness my hand and official seal, at office in Nashville, TN, this 14th day of August, 2008.

Patricia L. Sorey
Notary Public
My Commission Expires: 8/23/11

PATRICIA L. SOREY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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(FWBBC Acknowledgment)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. Matthew Pinson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that he is President of FWBBC that he is authorized by the company to execute the within instrument on its behalf, and who acknowledged that he as such officer executed the within instrument, on behalf of the company, for the purposes therein contained.

Witness my hand and official seal, at office in Nashville, TN, this 14th day of August, 2008.

Jack F. Stringham II
Notary Public
My Commission Expires: 3/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

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EXHIBIT A
Description of Retained Property

All property of record in book 2209, Page ~~282~~ 283 owned by Franklin Farm Estates, LLC (the "Retained Property") and all property contiguous to Parcel II or in the vicinity of Parcel II as shown on the approved site plan that is owned by Franklin Farm Estates or in which Franklin Farm has contractual rights.

Record Bk 3006 Pg 201

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EXHIBIT B
Description of Subject Property

Being land lying in the 4th Civil District, of Sumner County, Tennessee, being a portion of Tax Map 124 Parcel 46.01 of said County and being property of Franklin Farm Estates, LLC of record in Record Book 2209 Page 283 at the Register's Office for Sumner County, Tennessee (R.O.S.C.,TN), and being bounded on the north by Stone Creek Phase One Subdivision of record in Plat Book 21, Page 265 (R.O.S.C.,TN), on the east by the remaining portion of the Franklin Farm Estates, LLC property (Map 124 Parcel 46.01), on the south by the northerly right-of-way of Bison Trail, on the west by the easterly right-of-way of Lower Station Camp Road, and being more particularly described as follows:

BEGINNING at an iron pin new in the easterly right-of-way of Lower Station Camp Road and being the northwestern corner of the Subject Tract and a common corner with the remaining portion of the Franklin Farm Estates property (Tract 1(B), said pin being S 51 deg. 15' 00" E, 28.30' from a concrete monument old in the easterly right-of-way of Lower Station Camp Road and being the southwestern corner of the Stone Creek Phase One Subdivision;
Thence leaving the right-of-way of Lower Station Camp Road and running with the remaining portion of Franklin Farm Estates (Tract 1(B) along a private road for the following 4 calls;
Thence, N 66 deg. 40' 45" E, 212.43' to an iron pin new;
Thence, N 71 deg. 28' 52" E, 96.88' to an iron pin new;
Thence, N 81 deg. 49' 58" E, 567.83' to an iron pin new;
Thence, N 80 deg. 03' 34" E, 705.25' to an iron pin new;
Thence, leaving said private road with a new line across Franklin S 09 deg. 56' 26" E, 1492.55' to an iron pin new at the beginning of a curve to the left;
Thence, with said curve to the left, having a radius of 500.00', a delta angle of 14 deg. 03' 26", a chord bearing and distance of S 16 deg. 58' 09" E, 122.36', along an arc length of 122.67' to an iron pin new;
Thence, S23 deg. 59' 51" E, 152.66' to an iron pin new;
Thence, with said curve to the right, having a radius of 1000.00', a delta angle of 02 deg. 21' 01", a chord bearing and distance of S 22 deg. 49' 21" E, 41.02', along an arc length of 41.02' to an iron pin new;
Thence, S21 deg. 38' 50" E, 262.83' to an iron pin new in the northerly right-of-way line of Bison Trail;
Thence, with said northerly right-of-way line, S 66 deg. 00' 09" W, 382.80' to an iron pin new;
Thence, along a curve to the left having a radius of 500.00', a delta angle of 30 deg. 40' 58", a chord bearing and distance of S 50 deg. 39' 39" W, 264.57', along an arc length of 267.76' to an iron pin new;
Thence, leaving the right-of-way line of Bison Trail and running with said portion of the Sumner County Board of Education at the northeast corner of that portion of property conveyed to Sumner County of record in Record Book 1630, Page 711(R.O.S.C.,TN), that lies north of the said north right-of-way line of Bison Trail, for the following 9 calls;
Thence, S 66 deg. 00' 09" W, 33.59' to an iron pin old;
Thence, S 66 deg. 00' 09" W, 100.00' to a point in the center of a creek;
Thence, continuing with the Sumner County property with the meanders of a creek centerline for

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the following 7 calls;
Thence, S 88 deg. 26' 47" W, 29.15' to a point;
Thence, S 31 deg. 23' 07" W, 41.66' to a point;
Thence, S 62 deg. 08' 28" W, 58.32' to a point;
Thence, S 34 deg. 37' 45" W, 105.77' to a point;
Thence, S 21 deg. 38' 28" W, 134.04' to a point;
Thence, S 44 deg. 56' 24" W, 95.55' to a point;
Thence, S 07 deg. 22' 07" E, 176.79' to an iron pin new in the northerly right-of-way line of Bison Trail and in the easterly right-of-way of Lower Station Camp Road;
Thence, with said easterly right-of-way of Lower Station Camp Road, N 45 deg. 31' 36" W, 263.14' to an iron pin new;
Thence, along a curve to the right having a radius of 447.30', a delta angle of 06 deg. 48' 29", a chord bearing and distance of N 14 deg. 25' 08" W, 53.12', along an arc length of 53.15' to an iron pin new;
Thence, N 11 deg. 00' 52" W, 799.96' to an iron pin new;
Thence, along a curve to the left having a radius of 1351.00', a delta angle of 13 deg. 44' 16", a chord bearing and distance of N 17 deg. 53' 00" W, 323.15', along an arc length of 323.93' to an iron pin new;
Thence, N 24 deg. 45' 08" W, 149.52' to an iron pin new;
Thence, along a curve to the right having a radius of 485.50', a delta angle of 21 deg. 14' 59", a chord bearing and distance of N 14 deg. 07' 40" W, 179.03', along an arc length of 180.06' to an iron pin new;
Thence, N 03 deg. 30' 11" W, 160.28' to an iron pin new;
Thence, along a curve to the left having a radius of 611.60', a delta angle of 17 deg. 33' 50", a chord bearing and distance of N 12 deg. 17' 06" W, 186.75', along an arc length of 187.48' to an iron pin new;
Thence, N 21 deg. 04' 01" W, 192.07' to an iron pin new;
Thence, along a curve to the left having a radius of 446.10', a delta angle of 21 deg. 50' 16", a chord bearing and distance of N 31 deg. 59' 09" W, 169.00', along an arc length of 170.03' to an iron pin new;
Thence, along a curve to the left having a radius of 2540.50', a delta angle of 08 deg. 20' 42", a chord bearing and distance of N 47 deg. 04' 39" W, 369.69', along an arc length of 370.02' to an iron pin new;
Thence, N 51 deg. 15' 00" W, 52.15' to the POINT OF BEGINNING, containing 2,897,988 square feet or 66.53 acres, more or less.

BEING part of the same property conveyed to Franklin Farm Estates, LLC, a Tennessee limited liability company by deed from John S. Franklin and wife, Mary B. Franklin, E. Scott Dulin and wife, Erlene F. Dulin, Nancy Carol Franklin, William A. Franklin III and wife, Gail C. Franklin, Robert Marks Franklin and wife, Terry C. Franklin, Ruth Wren Franklin Wrigley and husband, James A. Wrigley, Eula Sammons Battle and husband, Thomas M. Battle, Susan S. Sullins and husband, William H. Sullins, Franklin Calame Sammons and wife, Diane P. Sammons, Robert A. Sammons, Jr and wife, Louis Sammons and William W. Sammons of record in Record Book 2209, page 283, Register's Office of Sumner County, Tennessee.

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EXHIBIT C
ROAD DESCRIPTION
(PROPOSED 75' ROADWAY EASEMENT)

Being land lying in the 4th Civil District, of Sumner County, Tennessee, being a portion of Tax Map 137 Parcel 6 and Tax Map 124 Parcel 46.02 of said County and being property for a proposed 75' Right-of-Way across lands of Franklin Farm Estates, LLC of record in Book 2209, Page 283 both at the Register's Office for Sumner County, Tennessee (R.O.S.C.,TN), said strip of land being 75 feet in width lying 37.5' either side of the centerline more particularly described as follows:

Commencing at a concrete monument old on the easterly right-of-way of Lower Station Camp Road and being the northwestern corner of the subject Franklin Farm Estates, LLC tract and the southwestern corner of the Stone Creek Phase One Subdivision;
Thence, with said easterly right-of-way of Lower Station Camp Road, S 51 deg. 15' 00" E, 80.45' to a point;
Thence, along a curve to the right having a radius of 2540.50', a delta angle of 08 deg. 20' 42", a chord bearing and distance of S 47 deg. 04' 39" E, 369.69', along an arc length of 370.02' to a point;
Thence, along a curve to the right having a radius of 446.10', a delta angle of 21 deg. 50' 16", a chord bearing and distance of S 31 deg. 59' 09" E, 169.00', along an arc length of 170.03' to an iron pin new;
Thence, S 21 deg. 04' 01" E, 14.66' to a point opposite the centerline intersection of Jenkins Lane as it intersects Lower Station Camp Road from the west, this being the true Point of Beginning for the centerline of proposed right-of-way;

Thence, along a curve to the left having a radius of 300.00', a delta angle of 34 deg. 02' 15", a chord bearing and distance of N30 deg.50'15" E, 175.61', along an arc length of 178.22' to a point,
Thence, N 17 deg. 53' 42" E, 165.00' to a point;
Thence, along a curve to the right having a radius of 385.00', a delta angle of 67 deg. 00' 00", a chord bearing and distance of N46 deg.33'34" E,424.99', along an arc length of 450.21' to a point;
Thence, N 80 deg. 03' 34" E, 705.25' to a point in the common line of said Franklin Farm Estates, LLC and Hidden Creek, LLC properties and containing 2.58 acres, more or less.

The Parties acknowledge that there may be additional easements or variations to the location of the site of the Road on the Subject Property as may be required by the appropriate governmental authorities or engineering and that the description herein may be amended to reflect those changes. The Parties further agree that the FWBBC in its reasonable discretion, may vary the location of the Road on the Subject Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Franklin Farm and that the description herein may be amended to reflect those changes. The Parties further agree that the Franklin Farm in its reasonable discretion, may vary the location of the Road on the Retained Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Franklin Farm and that the description herein may be amended to reflect those changes.

The Parties acknowledge that there may be additional easements or variations to the location of
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the site of the Road on the Subject Property as may be required by the appropriate governmental authorities or engineering and that the description herein may be amended to reflect those changes. The Parties further agree that the Buyer in its reasonable discretion, may vary the location of the Road on the Subject Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Seller and that the description herein may be amended to reflect those changes. The Parties further agree that the Seller in its reasonable discretion, may vary the location of the Road on the Retained Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Seller and that the description herein may be amended to reflect those changes.

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

FEBRUARY 23, 2016

DEPARTMENT: **PLANNING Department** **AGENDA #** 4

SUBJECT:
Discussion of Ordinance No. O1602-9 an ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 2.37 (+/-) acre parcel from Commercial Services (CS) District to Planned General Commercial (PGC) District with a Preliminary Master Development Plan.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 2.37 (+/-) acre parcel (Tax Map 126G, Group A, Parcel 011.00), from Commercial Services (CS) to Planned General Commerical (PGC), and approval of a Preliminary Master Development Plan for Volunteer State Bank, located at 554 West Main Street; authorizing the revision to be indicated on the official Zoning Atlas; Repealing conflicting ordinances; Providing for severability; and Providing an effective date.

On January 25, 2016 the Gallatin Municipal-Regional Planning Commission recommended approval of GMRPC Resolution 2016-06. (PC File# 3-1415-15)

At the February 16, 2016 Council Meeting, the Council requested that this item be scheduled for to discuss the possibility of preserving four trees on the proposed Volunteer State Bank site. The trees are located on the front of the property adjacent to West Main Street. Photographs of these trees is provided in the attachment.

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☒ **Ordinance**	☐ **Contract**	☒ **Other**

Approved ☒
Rejected ☐
Deferred ☐

Notes:

ORDINANCE NO. O16Ø2-9

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING A 2.37 (+/-) ACRE PARCEL (TAX MAP 126G, GROUP A, PARCEL 011.00), LOCATED AT 554 WEST MAIN STREET, FROM THE COMMERCIAL SERVICES (CS) ZONING DISTRICT TO THE PLANNED GENERAL COMMERCIAL (PGC) ZONING DISTRICT AND APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR VOLUNTEER STATE BANK, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property submitted a complete application to rezone a 2.37 (+/-) acre parcel with a preliminary master development plan located at 554 West Main Street, Gallatin, Tennessee; and

WHEREAS, the property to be rezoned is currently zoned Commercial Services (CS); and

WHEREAS, the Gallatin Municipal-Regional Planning Commission reviewed and recommended approval of the proposed rezoning in GMRPC Resolution 2016-06; and

WHEREAS, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and T.C.A. Section 13-7-203; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE as follows:

Section 1. The City Council of the City of Gallatin does hereby approves the rezoning of a 2.37 (+/-) acre parcel from the Commercial Services (CS) zoning district to the Planned General Commercial (PGC) zoning district as described in Exhibit 'A' and approves the Preliminary Master Development Plan as described in Exhibit 'B'.

Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This Ordinance shall take effect upon final passage, the public welfare requiring such.

PASSED FIRST READING: 2/16/2016

PASSED SECOND READING:

_____
MAYOR PAIGE BROWN

ATTEST:

_____
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_____
SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

Legal Description – Tax Map Parcel 126G/A/011.00, 2.37 (+/-) Acres

Boundary Description

for

Volunteer State Bank
554 West Main Street
Gallatin, TN

Being a lot located on Map 126G, Group A, Parcel 11.00; beginning at the most southerly property corner at the intersection of West Main Street and Tulip Poplar Drive; thence N 55°04'37" E a distance of 149.76'; thence N 30°15'56" W a distance of 670.55'; thence S 68°45'00" W a distance of 152.75'; thence S 30°23'44" E a distance of 706.65'; which is the point of beginning, having an area of 103327.52 square feet, 2.37 (+/-) acres.

EXHIBIT 'B'

The rezoning shall be substantially consistent with the Preliminary Master Development Plan for Volunteer State Bank, consisting of a five (5) sheet plan, prepared by Klober Engineering Services of Springfield, TN, with project No. C07215 dated December 23, 2015, received February 1, 2016 and the Architectural Elevations and Materials for Volunteer State Bank, consisting of a four (4) sheet plan, prepared by Lyle-Cook-Martin Architects of Clarksville, TN, dated December 28, 2015 and dated January 14, 2016, received February 1, 2016 with the following conditions:

1. Extend the six (6) foot wide sidewalk along the future proposed extension of Tulip Poplar Drive.
2. Provide the appropriate length for the approach taper on the future proposed extension of Tulip Poplar Drive.
3. Submit five (5) corrected and folded copies, of the Preliminary Master Development Plan for Volunteer State Bank, including one (1) full size and four (4) half size copies to the Planning Department.

3-1415-15

3-14/15-15

PUSH BUTTON
3-1415-C

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

February 23, 2016

DEPARTMENT: **Councilman Overton** **AGENDA #** 5

SUBJECT:
Continued Discussion of Renaming a City Building

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☐ **Ordinance**	☐ **Contract**	☐ **Other**

Approved ☐
Rejected ☐
Deferred ☐

Notes:

CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

February 23, 2016

DEPARTMENT: **Mayor's Office/Kim Myers, Chamber of Commerce** **AGENDA #** 6

SUBJECT:
Update on Connect Gallatin and Marketing Grant

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

☐ **Resolution**	☐ **Correspondence**	☐ **Bid Tabulation**
☐ **Ordinance**	☐ **Contract**	☐ **Other**

Approved ☐
Rejected ☐
Deferred ☐

Notes: