

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 7:00 PM
January 9, 2020

PRAYER

Mr. Bill Shacklett

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Contract with TDOT for FY20 Matching Transit Facility Funds (Transportation)

Old Business

Ordinances

2. Ordinance 19-OZ-08: Zoning for property located along South Rutherford Boulevard and Lee Lane (2nd and final reading) (Planning)
3. Ordinance 19-OZ-23: Plan of Services, Annexation, and Zoning for property located along Lee Lane (2nd and final reading) (Planning)
4. Ordinance 19-OZ-44: Rezoning approximately 23 acres located along Veterans Parkway (Planning)
5. Ordinance 19-OZ-45: Amending the Zoning Ordinance for the City Core Overlay District (2nd and final reading) (Planning)
6. Ordinance 19-OZ-46: Establish City Core Overlay District for Downtown Murfreesboro (2nd and final reading) (Planning)
7. Brush, Limb and Yard Waste Bid Recommendation and Associated City-owned Knuckle-boom Truck Sale (Water Resources)

Resolution

8. Resolution 19-R-30: Proposed sale of the City's electric system and operations (Administration)

New Business

Resolution

9. Resolution 20-R-01: Establishing the time of City Council meetings (Administration)

Land Use Matters

10. Rezoning approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive (Planning)
 - a. Public Hearing: Rezone approximately 122.19 acres
 - b. First Reading: Ordinance 19-OZ-48

On Motion

11. Protest to the Wellness & Rewards Vendor Selection (Internal Services)
12. Wellness & Rewards Vendor Selection (Human Resources)

Licensing

Board & Commission Reappointments

Public Building Authority

Reappointments of Wayne Belt and Ted LaRoche with both terms ending: January 1, 2026

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 1/09/2020

Item Title: Contract with TDOT for FY20 Matching Transit Facility Funds

Department: Transportation (Rover)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

State contract to match federal grant for capital expenses related to proposed Transit Facility

Staff Recommendation

Approve Contract with the TDOT for \$25,666.64 in matching funds for fiscal year 2020.

Background Information

The contract provides state funds that match the federal balance from a grant originally awarded in 2007. Federal funds have been expended and state matching funds along with the City matching fund will complete this grant.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Use of federal funds benefits the City by reducing the amount of City revenues that must be used for transit-related expenses.

Fiscal Impacts

The City's portion of the matching funds, \$25,666.88 was budgeted in FY20.

Attachments:

1. Award Notification Letter
2. Award Notification Contract GG-20-65187 (Project # 755307-S3-027)



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

January 2, 2020

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov

RE: City of Murfreesboro \$ 25,666.64
TDOT Project No.: 755307-S3-027
FTA Project No.: TN90-X291

Dear Mr. Brashear:

Enclosed is a draft contract for the above-referenced grant project. If corrections are required, please send a return email with the highlighted changes on the draft contract (**modifications can only be made to text in red**). However, if the contract meets the agency's approval, please print the .pdf version, obtain the appropriate signatures, and return the signed contract via **USPS Mail** to Mary A. Probst.

Per Finance & Administration (F&A), contracts shall be **printed on One Side** of 8.5 x 11 inch paper. Also, please do not alter the contracts provided by TDOT.

If you have any questions, please do not hesitate to contact this Office.

Sincerely,

Mary A. Probst
Transportation Program Monitor 2
Mary.Probst@tn.gov
(615) 532-6577

Enclosure

c: Kaitlyn McClanahan
TDOT Finance, electronic copy grant contract
Project file, w/ signed original contract

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2017		End Date 12/31/2020		Agency Tracking # 40100-12320	
Edison ID 65187				Edison Vendor ID 4110	
Grantee Legal Entity Name City of Murfreesboro				Edison Vendor ID 4110	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor			CFDA #		
			Grantee's fiscal year end June 30		
Service Caption (one line only) FFY 2007- 5307 Urbanized Area Program – Capital Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020	\$25,666.64				\$25,666.64
TOTAL:	\$25,666.64				\$25,666.64
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection			Describe the competitive selection process used.		
<input checked="" type="checkbox"/> Non-competitive Selection			Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
				GG-20-65187	
Speed Chart (optional)		Account Code (optional) 71302000			

Address #12

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital and operating assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2017 ("Effective Date") and ending on December 31, 2020, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-five Thousand, Six Hundred and Sixty-six Dollars and Sixty-four Cents (\$25,666.64) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment

One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Department of Transportation

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation, Multimodal Transportation Resources Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally 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 an 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.
 - b. If any funds other than federally 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 contract, grant, loan, or cooperative agreement, the

Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Christopher Turner, Transportation Program Monitor 2
Tennessee Department of Transportation
Multimodal Transportation Resources Division
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
christopher.turner@tn.gov
Telephone # (615) 253-1033
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default

or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In

addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's

policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.9. The Grantee agrees:

- (a) To use the vehicle(s), equipment, and /or facility ("Capital Asset") acquired under this Grant only for the purposes and the manner set forth in their application.
 - (b) At the beginning of each calendar year, the Grantee shall certify that the Capital Asset acquired under this Grant is still being used in accordance with the terms and provisions of this agreement.
 - (c) To pay all fees on the Capital Asset acquired through this Grant, including but not limited to, title and registration fees.
 - (d) To be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Agreement.
 - (e) To provide licensed drivers, as required by the Tennessee Department of Safety, for operation of all vehicles and/or equipment received under this Grant.
 - (f) To carry insurance on vehicles, equipment, and facilities to cover the State interest in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act (T.C.A. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Personal Injury Liability at a minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability at a minimum of \$300,000.00 per incident.
 - c) Comprehensive Coverage with a maximum deductible of \$500.00.
 - d) Collision Coverage with a maximum deductible of \$500.00.
 - e) Uninsured Motorist Coverage with a minimum of \$50,000.00 per person and \$100,000.00 per incident.
 - 3. Additionally, the Grantee shall comply with provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 USC 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.
- This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.
- (g) That any vehicles received under this Grant will comply with the Motor Vehicle Safety Standards as established by the United States Department of Transportation.
 - (h) That any Capital Asset received under this Grant shall be used for not less than the useful life. The useful life of all vehicles purchased under the Grant is as listed in the document filed

with the Federal Transit Administration (FTA). Upon reaching the expiration of the useful life of the equipment, the State may ask the Grantee to provide written notice to the State.

- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.13. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
 - a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**CRAIG TINDALL, CITY ATTORNEY
APPROVED AS TO FORM AND LEGALITY**

DATE

DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$25,666.64	\$205,334.00	\$25,666.64	\$25,666.88	\$256,667.52
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$25,666.64	\$205,334.00	\$25,666.64	\$25,666.88	\$256,667.52

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307-S3-027
 FTA PROJECT NO.: TN90-X291

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$25,666.64	\$205,334.00	\$25,666.64	\$25,666.88	\$256,667.52
TOTAL	\$25,666.64	\$205,334.00	\$25,666.64	\$25,666.88	\$256,667.52

ATTACHMENT TWO

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is City of Murfreesboro a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Murfreesboro a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Zoning for property located along South Rutherford Boulevard and Lee Lane
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zoning of approximately 231.3 acres located along South Rutherford Boulevard and Lee Lane.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Brian Berryman presented to the City a zoning application [2019-405] for approximately 120.9 acres located along South Rutherford Boulevard and Lee Lane to be zoned H-I (Heavy Industrial District) simultaneous with annexation and approximately 110.4 acres to be rezoned from CH (Highway Commercial District) to H-I. During its regular meeting on March 6, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On May 2, 2019 Council held a public hearing and approved this matter on First Reading. Council approved the rezoning with the condition that a 40' strip of land along a portion of the property's eastern border be omitted from the rezoning request. This 40' strip will automatically be given a zoning classification of RS-15 (Single-Family Residential District 15) upon annexation. Council also conditioned approval on restricting certain uses listed on a subdivision plat to be recorded prior to second and final reading. The recommended prohibited uses are as follows:

- Animal or Poultry Slaughter, Stockyard, Rendering
- Auto Graveyard
- Battery Recycling
- Crematory

- Junkyard
- Landfill
- Livestock Auction
- Metal, Sand, Stone, Gravel or Clay Mining
- Pet Crematory

Manufacture, Storage or Distribution of:

- Asbestos Products
- Auto Dismantlers
- Chemicals
- Composting Facility
- Explosives
- Fertilizer
- Fireworks
- Gas / LPG Products
- Leather and Leather Products, Tanning or Finishing
- Paper or Pulp Mills
- Petroleum & Coal Products Refining
- Radioactive Materials

In the time since first reading, the applicant has completed his due-diligence and is now ready to proceed with second and final reading. After further consideration of the logistics of recording a subdivision plat prior to second and final reading, Staff has determined that another course of action appears to be more practical, as recording a subdivision plat prior to annexation means that the review of the plat falls outside of the City's jurisdiction. In addition, delaying second reading any longer presents timing issues with the closing of at least one of the subject parcels. Staff recommends that Council revise its condition of approval, removing the requirement that the plat be recorded prior to second and final reading. Delaying the recording of the plat until after second and final reading will allow its review to fall within the City's jurisdiction instead of the County's. This will not decrease the City's leverage to require compliance with the proposed plat restrictions. Since the zoning is conditioned on the plat containing certain provisions, development approvals and permits for the property can be held up until such time as a compliant plat is recorded.

Attachments:

Ordinance 19-OZ-08

ORDINANCE 19-OZ-08 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 231.3 acres along South Rutherford Boulevard, Lee Lane and I-24 to Heavy Industrial (HI) District, including approximately 120.9 acres to be zoned Heavy Industrial (HI) District simultaneous with annexation, and approximately 110.4 acres to be rezoned from Commercial Highway (CH) District to Heavy Industrial (HI) District, Brian Berryman, applicants. [2019-405]

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Heavy Industrial (HI) District as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 18-OZ-08
Revised by Council 05/02/2019

Area Zoned
H-I Simultaneous
with Annexation

Area Rezoned
From CH to H-I

Area Zoned RS-15
Simultaneous with
Annexation

Area Zoned
H-I Simultaneous
with Annexation



JOE B
JACKSON PKWY
MAYOR ELECT



COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Zoning for property located along Lee Lane
[Second Reading]

Department: Planning

Presented By: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Zoning of approximately 83 acres located along Lee Lane.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

Background Information

Brian Berryman presented to the City a zoning application [2019-411] for approximately 83 acres located along Lee Lane to be zoned H-I (Heavy Industrial District) simultaneous with annexation. During its regular meeting on June 5, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On July 25, 2019 Council held a public hearing and approved this matter on First Reading. Council conditioned approval on restricting certain uses listed on a subdivision plat to be recorded prior to second and final reading. The recommended prohibited uses are as follows:

- Animal or Poultry Slaughter, Stockyard, Rendering
- Auto Graveyard
- Battery Recycling
- Crematory
- Junkyard
- Landfill
- Livestock Auction
- Metal, Sand, Stone, Gravel or Clay Mining
- Pet Crematory

Manufacture, Storage or Distribution of:

- Asbestos Products
- Auto Dismantlers
- Chemicals
- Composting Facility
- Explosives
- Fertilizer
- Fireworks
- Gas / LPG Products
- Leather and Leather Products, Tanning or Finishing
- Paper or Pulp Mills
- Petroleum & Coal Products Refining
- Radioactive Materials

In the time since first reading, the applicant has completed his due-diligence and is now ready to proceed with second and final reading. After further consideration of the logistics of recording a subdivision plat prior to second and final reading, Staff has determined that another course of action appears to be more practical, as recording a subdivision plat prior to annexation means that the review of the plat falls outside of the City's jurisdiction. Staff recommends that Council revise its condition of approval, removing the requirement that the plat be recorded prior to second and final reading. Delaying the recording of the plat until after second and final reading will allow its review to fall within the City's jurisdiction instead of the County's. This will not decrease the City's leverage to require compliance with the proposed plat restrictions. Since the zoning is conditioned on the plat containing certain provisions, development approvals and permits for the property can be held up until such time as a compliant plat is recorded.

Attachments:

Ordinance 19-OZ-23

ORDINANCE 19-OZ-23 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 83 acres along Lee Lane as Heavy Industrial (H-I) District simultaneous with annexation; Brian Berryman, applicant. [2019-414]

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Heavy Industrial (H-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-23

RS-12
RS-15
WALL-ST
CH
41
2

H-I

City Boundary

CH

SOUTH RUTHERFORD BLVD

TULIP HILL DR

CROSSFIELD DR

LEE LN

REIDHURST DR

ELAM RD

WIMBLEDON DR

S DR

STRICKLAND DR

Area Zoned H-I
Simultaneous
with Annexation

BUTLER ST

H-I



COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Rezoning approximately 23 acres located along Veterans Parkway
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 23 acres located along Veterans Parkway.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Alcorn Properties, LLC presented a zoning application [2019-433] for approximately 23 acres to be rezoned from RS-10 (Residential Single-Family 10 District) to PRD (Planned Residential District). During its regular meeting on November 6, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 19, 2019 Council held a public hearing and approved this matter on First Reading.

Attachments:

1. Ordinance 19-OZ-44

ORDINANCE 19-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 23 acres along Veterans Parkway from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Veterans Cove PRD); Alcorn Properties, LLC, applicant [2019-433].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

PARKWOOD-DR
MURANO-DR
Ordinance 19-OZ-44
BLUE-HERON-DR

FIREROCK-DR
DUNROE-CT

City Boundary

BEAVER-DR

RS-10

HIDEAWAY-LN

GREENVIEW-DR

WESTRIDGE-DR

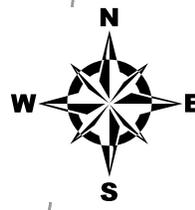
SUZANNE-DR

Area
Rezoned PRD

PUD

VETERANS-PKWY

LANDVIEW-DR



COUNCIL COMMUNICATION

Meeting Date: 01/09/20

Item Title: Amending the Zoning Ordinance for the City Core Overlay District
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Amend the Zoning Ordinance regarding the City Core Overlay District (CCO).

Staff Recommendation

Amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the ordinance amendment.

Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2019-807] regarding the CCO. The proposed ordinance amendment will delete the existing CCO regulations and replace them with a new set of CCO regulations. During its regular meeting on November 6, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 19, 2019 Council held a public hearing and approved this matter on First Reading.

Attachments:

1. Ordinance 19-OZ-45

ORDINANCE 19-O-45 amending Murfreesboro City Code Appendix A— Zoning, Section 24, Overlay District Regulation, Article VI and Chart 2, dealing with the City Core Overlay (CCO) District, City of Murfreesboro Planning Department, applicant. [2019-807]

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Appendix A, Section 24, Article VI, CCO, City Core Overlay District, of the Murfreesboro City Code is hereby amended by deleting Article VI in its entirety and substituting in lieu thereof the following:

ARTICLE VI. CCO, CITY CORE OVERLAY DISTRICT

- (A) *District description.*
- (1) *Purposes of the overlay district.* The purposes of the City Core Overlay (CCO) district are: to promote infill development that is compatible with existing development patterns; to encourage new development patterns in areas where existing patterns are inconsistent or unestablished; and to promote reinvestment in Downtown Murfreesboro and surrounding neighborhoods.
 - (2) *District delineation.* The CCO district includes areas in and around Downtown Murfreesboro as shown on the official Zoning Map of the City of Murfreesboro.
- (B) *Application of regulations.*
- (1) *Official zoning map.* The CCO district shall overlay land located as shown on the official zoning map of the City.
 - (2) *Conflicts with other regulations.* Where there is a conflict between the provisions of this subsection and those of the underlying zoning district, the provisions of this subsection shall apply. Where there is a conflict between the provisions of this subsection and those of the Historic (H-1) District, the H-1 regulations shall apply. Where there is a conflict between the provisions of this subsection and those of any overlay district other than the H-1 District, the more restrictive regulations shall apply.
 - (3) *Extension and reconstruction.* The requirements set forth in this subsection shall apply to all new development in the CCO district from the effective date of this subsection. Notwithstanding the requirements of Section 28 of this Article, a lawfully-established pre-existing structure that does not comply with the regulations set forth in this Section may be extended or reconstructed one (1) time in accordance with the zoning standards in effect on September 30, 2019. All additional extensions and reconstructions shall comply with the terms of this subsection and Section 28 of this Article.
 - (4) *Planned developments.* The regulations set forth in this subsection shall not prevent a property owner from seeking planned development zoning when such zoning is necessary or desirable to promote the purposes of the CCO district.
 - (5) *Use regulations.* Land uses in the CCO district shall be consistent with those of the underlying zoning district, with the following exceptions:
 - (a) For properties having underlying zoning that permits two-family dwellings, duplex residential units shall not be required to have a shared wall.
 - (b) For properties having underlying zoning that permits accessory apartments, a Special Use Permit shall not be required, provided that the following standards are satisfied:
 - [1] only one accessory apartment shall be allowed upon a lot zoned for single family purposes;
 - [2] the accessory apartment shall be designed so that to the degree reasonably feasible, the appearance of the building

- remains that of a one-family residence. In general, any new entrances in an existing structure shall be located on the side or in the rear of the building;
- [3] if attached to or located within the principal structure, the accessory apartment shall be designed and constructed to allow it to be part of the principal structure at such time as the use of the accessory apartment discontinues;
 - [4] the design and size of the accessory apartment shall conform to all applicable standards in the health, building, and other codes; and
 - [5] the accessory apartment shall not exceed seven hundred (700) square feet of floor area.
- (c) The following uses listed on Chart 1 USES PERMITTED of this article and which may be otherwise permitted by right or by special use permit in the underlying zones shall not be permitted as principal uses in the CCO district:

OTHER HOUSING

Fraternity/Sorority
Motel

INSTITUTIONS

Airport/Heliport
Pet Cemetery

COMMERCIAL

Amusements, Commercial Outdoor Motorized
Carnivals
Drive-in Theater
Fireworks Retailer
Fireworks Seasonal Retailer
Greenhouse or Nursery
Kennels
Liquor Store
Lumber, Building Material
Motor Vehicle Sales
Pawn Shop
Pet Crematory
Pet Funeral Home
Radio and Television Transmission Towers
Shopping Center, Regional
Restaurant, Drive-in
Salvage and Surplus Merchandise
Sheet Metal Shop
Taxidermy Studio
Wireless Telecommunications Tower
Wholesaling
Wrecker Service, Wrecker Storage Yard

INDUSTRIAL

Animal or Poultry Slaughter, Stockyards, Rendering
Automobile Dismantlers and Recyclers
Contractor's Yard or Storage, Outdoor
Mobile Home Construction
Paper Mills
Petroleum and Coal Products Refining
Primary Metals Distribution and Storage
Saw Mills
Secondary Material Dealers
Warehousing, Transporting/Distributing

TRANSPORTATION AND PUBLIC UTILITIES

Garbage or Refuse Collection Service

Freight Terminal, Service Facility

Refuse Processing, Treatment, and Storage

Landfill

Railroad Switching Yard, Terminal, Piggyback Yard

OTHER

Self-Service Storage Facility

- (d) *Extension or reconstruction of structures devoted to lawfully-established non-conforming uses.* Notwithstanding the requirements of Section 28 of this Article, a structure devoted to a lawfully-established pre-existing use that is not permitted in the CCO or in the base zoning district may be extended or reconstructed one (1) time and the use allowed to resume upon extension or reconstruction, provided that such extension or reconstruction is only within the boundaries of the existing tract or lot of record. All other terms of Section 28 of this Article regarding non-conforming uses will apply to the CCO District.
- (C) *Off-street parking.* Off-street, on-site parking requirements shall not apply to properties with underlying CBD (Central Business District) zoning. In all other areas in the CCO district, parking shall be provided in accordance with the requirements of Section 26 of this Article, provided that the following standards for the number of required parking spaces shall apply:
- (1) *Parking for single-family residential structures.* Within the CCO district, one (1) off-street on-site parking space shall be required for each single-family detached or attached dwelling unit with one bedroom, and two (2) off-street on-site parking spaces shall be required for each single-family detached or attached dwelling unit with two or more bedrooms.
 - (2) *Parking for multi-family residential structures.* Within the CCO district, one (1) off-street on-site parking space shall be required for each bedroom provided in each multi-family dwelling unit.
 - (3) *Parking for commercial uses.* Within the CCO district, parking for commercial uses shall be provided in accordance with the requirements of Section 26 and Chart 4 of this Article. The number of required on-site off-street parking spaces may be reduced by twenty-five (25) percent if on-street off-site parking is available along the street fronting the property. The number of required parking spaces may be reduced by up to fifty (50) percent if the property is located within five hundred (500) feet of a publicly-owned parking lot where parking is freely available to the users.
 - (4) *Bicycle parking.* Designated bicycle parking shall be provided at a ratio of one (1) space for every five hundred (500) square feet of floor area for non-residential developments. Bicycle parking structures and facilities shall be readily accessible and well-maintained.
- (D) *Design standards.* Development in the CCO district shall be subject to the standards set forth in Charts 1 and 2 of this Article and the Murfreesboro Design Guidelines, with the following exceptions:
- (1) *Setbacks for principal buildings.* Minimum side and rear setbacks shall be consistent with those of the underlying zoning district. Front setbacks shall be determined as follows:
 - (a) For non-residential developments, structures shall be built to the rear edge of the public sidewalk or the property line, whichever is closer to the street. If no sidewalk exists, the structure shall be built to the average front setback of all structures on the same block face, provided that no structure shall be built more than twenty (20) feet behind the front property line. No structure shall be built in the public right-of-way.
 - (b) For residential developments, the structure shall be built to the average front setback of all structures on the same block face, provided that no structure shall be built more than thirty (30) feet behind the front property line. No structure shall be built in the public right-of-way.

- (2) *Building height for principal buildings.* A principal building in the CCO district shall have a height no greater than fifty (50) percent over that of the highest adjacent building. However, a principal building shall be permitted to have a height of two (2) stories, regardless of the heights of adjacent buildings.
- (3) *Lot coverage.* Maximum lot coverage shall be based on land use as follows:
 - (a) For non-residential developments and residential developments other than single-family detached and single-family attached, maximum lot coverage shall be one hundred (100) percent.
 - (b) For single-family detached and single-family attached residential developments, maximum lot coverage shall be fifty (50) percent.
- (4) *Parking.* For non-residential developments, on-site parking shall not be located at the front of any building. On-site parking shall be permitted at the rear or side of a building, in an underground garage, or within a parking garage.
 - (a) *Parking garages.* A parking garage with frontage on any public right-of-way shall include ground-level commercial or office uses accessible from the public sidewalk. Parking garages shall follow the design standards set forth in the Murfreesboro Design Guidelines.
 - (b) *Access to private parking lots.* A private parking lot located to the rear of a building shall be accessed via an alley or rear driveway where practical.
- (5) *Building architecture and design.*
 - (a) Single-family detached and attached dwelling units shall be constructed of exterior materials that are consistent with a traditional urban residential area. Such materials may include brick, stone, or cementitious siding. Other traditional, authentic materials such as stucco and board-and-batten may be approved by the Planning Commission.
 - (b) Non-residential buildings and multi-family residential buildings consisting of three or more dwelling units shall be subject to the architectural standards set forth in the Murfreesboro Design Guidelines.
- (6) *Building entrances.* Building entrances shall be oriented to the primary street frontage. For corner lots, entrances shall be either oriented to the street with the higher functional classification or angled and oriented to the street intersection.
- (7) *Service areas.* Service areas, solid waste enclosures, and utility boxes shall be located at the rear of the principal structure and shall not be visible from the public right-of-way.
- (8) *Accessory structures.* Accessory structures shall be designed as follows:
 - (a) *Location.* Accessory structures shall be located to the rear or side of the principal structure in accordance with Section 25 of this Article.
 - (b) *Height.* In no case shall an accessory structure have a height greater than that of the principal structure.
 - (c) *Building architecture and design.* An accessory structure shall be constructed in a style and of material(s) consistent with that (those) of the principal structure.
- (E) *Streetscape Standards.* To promote harmonious development and walkability throughout the CCO district, the following streetscape standards shall apply:
 - (1) *Sidewalks and street trees.* The developer shall be responsible for installing sidewalks and street trees in accordance with all adopted City standards and plans. The Development Services Division in consultation with the Public Works Division shall have the authority to collect a payment in lieu of installation in cases where the City deems immediate installation impractical or undesirable.
 - (2) *Sidewalk location.* In cases where a public sidewalk or any portion thereof is located on private property, a sidewalk easement permanently dedicated to the City of Murfreesboro shall be recorded.

- (3) *Public utility easements.* If a public utility easement prevents the planting of trees due to conflicts with utility lines, drainage ways, or other necessary infrastructure components, the applicant shall provide an alternative planting arrangement that satisfies the minimum planting requirements set forth in this section. The Development Services Division in consultation with the Public Works Division shall have the authority to collect a payment in lieu of installation in cases where the City deems immediate installation impractical or undesirable.
- (F) *Landscaping, screening, and buffering requirements.* Properties with underlying CBD (Central Business District) zoning shall be exempt from the landscaping, screening, and buffering requirements set forth in this subsection. For all other properties in the CCO district, landscaping shall be required as provided in Section 27 of this Article; provided, however, within the CCO district subsections Section 27 (C)(3), (J), (K), and (L) shall not apply and instead the following subsection shall apply:
- (1) *Changes to existing buildings, structures and developments.* The requirements of this section shall be applicable to existing buildings, structures, and developments under the following circumstances:
- (a) if an existing building, structure or development is expanded by seventy-five (75) percent or more, then the entire building, structure or development shall comply with the requirements of this subsection;
 - (b) if the estimated cost of a renovation of an existing building, structure, or development equals seventy-five (75) percent or more of the total appraised value of the existing building, structure, or development (including land), then the entire building, structure or development including parking area shall comply with the requirements of this subsection;
 - (c) if there is a change in use of an existing building, structure or development, then the entire building, structure, or development including parking area shall be required to comply with the requirements of this subsection;
 - (d) if there is a change in use of an existing building, structure or development from a residential use to a nonresidential use then the entire building, structure, or development including parking area shall be required to comply with the requirements of this subsection; or,
 - (e) if the number of parking spaces for an existing building, structure or development is expanded by fifty percent (50%) or more, or the area of the parking lot is expanded by fifty percent (50%) or more, then the area of expansion shall comply with the requirements of this subsection.
- (2) *Alternative landscaping arrangements.* For projects being reviewed administratively, the Planning Director shall have the authority to permit an alternative landscaping arrangement where such an arrangement provides at least the minimum number of plantings specified in this section and satisfies the intent of this article. For projects requiring Planning Commission review and approval, the Planning Commission shall have the authority to permit such an alternative landscaping arrangement.
- (3) *Required perimeter landscaping.* Perimeter landscaping yards shall be required around all properties in the CCO district except properties with underlying CBD zoning and other properties with buildings constructed to the edge of the sidewalk or property line(s). In cases where a building has been constructed to less than all of the property lines, perimeter landscaping yards shall be installed along the remaining boundaries of the site where practical. A perimeter landscaping yard shall have a minimum width of:
- (a) five (5) feet on a front planting yard and three (3) feet on other planting yards where the site is two (2) acres or less; or
 - (b) eight (8) feet on a front planting yard and five (5) feet on other planting yards where the site is greater than two (2) acres.
- (4) *Shared planting yards.* Along a side or rear property line, the requirement for perimeter landscaping may be satisfied by the creation and

maintenance of a single planting yard with the adjacent property owner. The number of trees shall be the same as required as if it was only one perimeter landscaping for the common planting yard. Both property owners shall present and execute an enforceable written agreement for the perpetual maintenance of the planting yard and record it in the Rutherford County Register of Deeds office at no expense to the City. The agreement shall be binding on any successor owner of either property.

- (5) *Specifications for planting yards.* Unless otherwise specified in this subsection, the following specifications shall apply to planting yards in the CCO district:
- (a) Planting yards shall contain one shade tree every fifty (50) linear feet, excluding any vehicular access way. Ornamental trees may be substituted for up to sixty percent (60%) of otherwise required shade trees. Ornamental trees shall be planted not more than thirty (30) linear feet from another tree. Only ornamental trees may be planted under overhead utility lines. These trees shall be generally equally distributed along the property lines, but they are not required to be at absolute equal intervals. This will allow for some flexibility in design while discouraging long intervals without trees.
 - (b) Lots within the CCO district having one hundred and fifty (150) linear feet or less of lot frontage may also meet the requirement for perimeter landscaping in front planting yards as specified below. Shrubs required to be planted within a front planting yard under this provision may be planted anywhere within the front planting yard and may be mass planted to achieve a more naturalistic appearance. Ground cover is not considered a shrub. Shrubs shall be of at least two different types (small, medium, or large being the types) and at least fifty percent (50%) of the shrubs shall be evergreen. The shrubs shall have a minimum height of eighteen (18) inches from ground level at the time of planting.
 - [1] With a five (5) foot front planting yard, no trees are required, but one shrub is required for every twelve and one-half (12.5) square feet of planting yard.
 - [2] With an eight (8) foot front planting yard, one (1) shade tree or (2) two ornamental trees are required, and one shrub is required for every ten (10) square feet of planting yard.
- (6) *Diversity of species.* No one tree species shall comprise more than sixty (60) percent of the total number of trees. This provision is still met if an uneven number of trees is required and there is one tree more than sixty (60) percent of a given species.
- (7) *Distance between planting yard and right-of-way.* All trees in a planting yard shall be planted no closer than two and one half (2.5) feet from any public right-of-way unless such planting yard is less than five (5) feet wide, in which event care shall be taken to avoid damage to trees from automobiles that may overhang the planting yard.
- (8) *Landscape requirements for new parking lots.*
- (a) Off-street parking areas with multiple access aisles shall be designed and constructed with landscape islands dividing at least every twelve (12) parking spaces in a row. Such islands shall have a minimum width of eight (8) feet and shall have a minimum depth equal to the depth of the adjacent parking stall(s). In addition to being designed with landscape islands dividing the rows, large parking areas with multiple rows of parking aisles shall be divided into sub-lots (sub-areas) containing no more than thirty-six spaces along either side of an aisle. Such sub-lots shall be divided by cross-access aisles allowing for cross circulation between aisles. The minimum width of such cross- access aisles shall be twenty-two (22) feet.
 - (b) All landscape islands shall be designed and constructed to include continuous curbing around their perimeter and shall be backfilled with topsoil to a depth of thirty (30) inches and shall be free of rock, debris, inorganic compositions, and chemical residues detrimental

to plant life. All such landscape islands shall be planted with shade trees or, in appropriate circumstances, ornamental trees.

- (c) The stormwater drainage plan and landscaping plan shall be coordinated so the landscaping plan enhances stormwater drainage.
- (9) *Base of building landscaping requirements.* The following base of building landscape requirements shall apply to all nonresidential buildings, single-family attached buildings, and multi-family residential buildings consisting of three or more dwelling units.
 - (a) A three (3) foot minimum width landscape strip shall be provided along the front and sides adjacent to the base of buildings or separated from the building by a sidewalk. Such strip shall be planted with shrubs, trees, or other landscape materials. However, no such landscape strip shall be required within five (5) feet of a building entrance or in such a manner as to block access to a door or other significant building element or within an area used for outdoor seating for a restaurant use.
 - (b) The base of building landscaping requirement shall not apply to maneuvering areas and loading areas that are not visible from a public right-of-way or to land zoned H-I (Heavy Industrial), G-I (General Industrial), or L-I (Light Industrial) when such land is developed with a use identified as Industrial in Chart 1 of this Article.
 - (c) The base of building landscaping requirement shall not be required if it will cause the width of an access drive to the rear of a property to be reduced to less than twenty-two (22) feet.
 - (d) Base of building plantings shall not be required for structures built to the edge of a sidewalk or a property line.
- (10) *Screening requirements.* Service areas, mechanical equipment, trash containers, dumpsters, and similar unaesthetic site elements shall be screened with the use of plant material, fences, or walls to reduce potential negative impacts. Stormwater management areas including detention or retention areas shall be landscaped. Such areas may be planted in a manner conducive to stormwater management with appropriate vegetation upon approval by the City Engineer.

SECTION 2. Appendix A, Chart 2, of the Murfreesboro City Code is hereby amended by removing the categories and rows regarding “CL District in CCO District” and “CH District in CCO District.”

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 01/09/20

Item Title: Establish City Core Overlay District for Downtown Murfreesboro
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Establish a zoning overlay for approximately 920 acres located in and around Downtown Murfreesboro.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

The Planning Department presented a zoning application [2019-438] for approximately 920 acres to be rezoned to CCO (City Core Overlay District). The expansion of the CCO boundaries includes the existing CCO as well as the areas in the North Highland Avenue and Historic Bottoms planning studies. During its regular meeting on November 6, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

On December 19, 2019 Council held a public hearing and approved this matter on First Reading.

Attachments:

1. Ordinance 19-OZ-46

ORDINANCE 19-OZ-46 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone 2,348 lots (approximately 920 acres), as shown on the accompanying map, City Core Overlay (CCO) District; City of Murfreesboro Planning Department, applicant [2019-438].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map as City Core Overlay (CCO) District in addition to current zoning.

SECTION 2. That from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such district, that the City Planning Commission is hereby authorized and directed to make such change in and addition to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

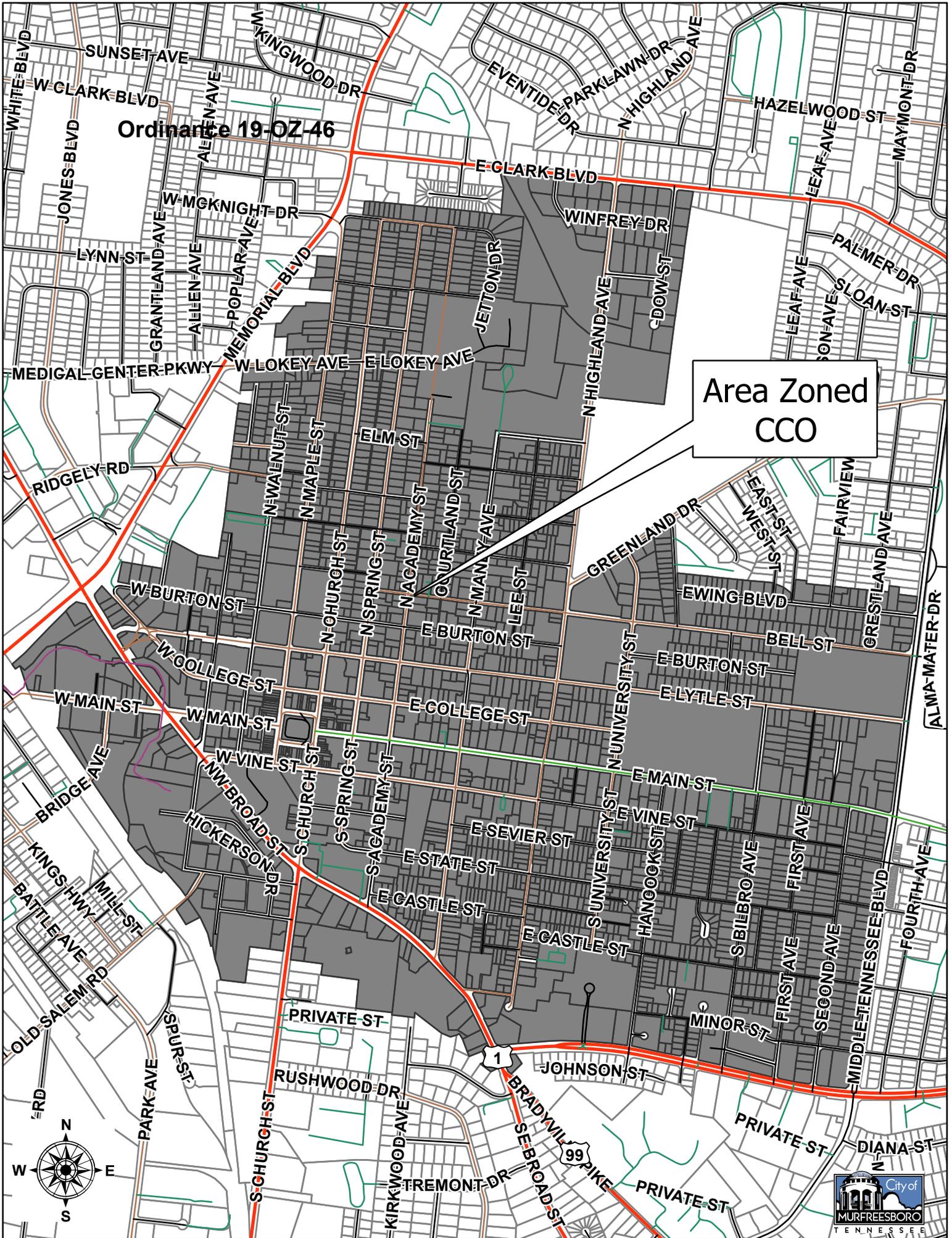
Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-46

Area Zoned
CCO



COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Brush, Limb and Yard Waste Bid Recommendation
and Associated City-owned Knuckle-boom Truck Sale

Department: Solid Waste Department

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

1. Request approval to sell two City-owned knuckle-boom trucks.
2. Request approval of brush, limb and yard waste curbside collection bid for 60% coverage of the City; to commence in the first quarter of calendar year 2020.

Staff Recommendation

1. Approve awarding the sale of two City-owned knuckle-boom trucks to Rollins Excavating Company in the amount of \$76,000, subject to Legal Department review.
2. Approve awarding the brush, limb and yard waste curbside collection services contract to Rollins Excavating Company in the amount of \$1,152,000, subject to Legal Department review.

Background Information

Staff reviewed with City Council three options to increase efficiencies and effectiveness for curbside brush, limb and yard waste services at the Council's September workshop. The table below summarizes those options.

Option	Summary	Annual Costs	Weakness
1	Continue utilizing overtime in Solid Waste, Streets and Water Resources Departments	\$704,000	Service delivery three times every other month vs twice a month. Lower LOS during peak season.
2	Staff back up to 2009 levels	\$1,127,000	Inability to recruit and develop 37% increase in workforce
3	Subcontract services to private contractor	\$1,152,000	Most expensive option

The Council indicated that option 3 was the preferred option to have the most immediate effect on service delivery and instructed staff to move forward in implementing this option.

The chart in the memo attachment shows the average time for brush, limb and yard waste curbside services utilizing the Solid Waste Department’s existing fleet and staff. During **non-peak season** (August through December) for brush and limb generated by the public, the average days between curbside pick up was 19.6 days; averaging between five and six knuckle boom trucks (k-booms) operating daily. The proposed contract will effectively double the number of k-booms servicing the City, which would theoretically cut the time in half (or 10 days) between curbside pickup service. However, during **peak season** (March through June), we anticipate that time to more closely reflect the goal set forth by City Council, or twice per month curbside service.

Since September’s workshop staff developed an invitation to bid (ITB) for selling two of the City’s knuckle-boom trucks that have been inactive due to the solid waste driver staffing shortfall. Those 2004 trucks are recommended for sale to the high bidder at \$38,000 each, for a total of \$76,000.

Council Priorities Served

Safe and Livable Neighborhoods

Proper retrieval of brush and limbs protects the storm sewer system capacity and aquatic health of streams and rivers.

Excellent Services with a Focus on Customer Service

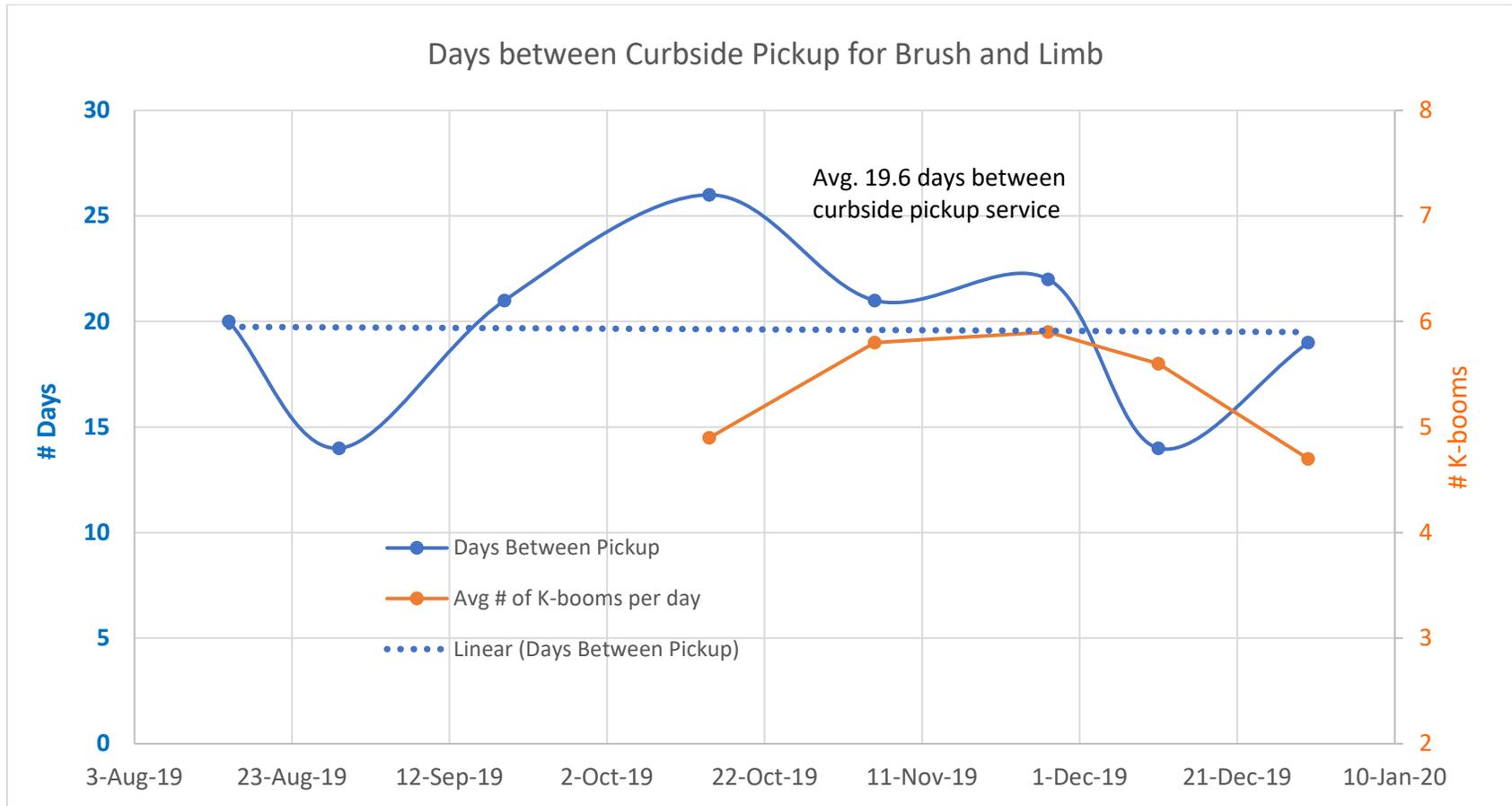
Increasing the level of service with brush, limb and yard waste curbside pick-up resets public confidence that the City is dedicated to providing excellent services.

Fiscal Impacts

A future budget amendment will be presented for approval if staff’s recommendations are approved. The following table itemizes the overall fiscal impact associated with this request.

Re-budget Item	Added Revenue	Added Expense	Net Total
Sale of 2 knuckle boom trucks	\$76,000	--	\$76,000
6 mos. of curbside collection services contract	--	\$(576,000)	\$(576,000)
Additional Revenue from SW Fee	\$130,000	--	\$130,000
TOTAL	\$206,000	\$(576,000)	\$(370,000)

Attachment 1



COUNCIL COMMUNICATION

Meeting Date: 1/09/2020

Item Title: Proposed sale of the City's electric system and operations

Department: Administration

Presented by: Craig Tindall, City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Sale of the City's electric system and operations to Middle Tennessee Electric Membership Corporation (MTEMC).

Staff Recommendation

Adopt Resolution 19-R-30 approving the sale of the City's electric system and operations to MTEMC and authorizing Mayor and staff to sign agreements necessary to effectuate the sale.

Background Information

Discussions regarding the potential sale of the City's electric distribution system and operation to MTEMC has been ongoing for several months. Tentative agreements necessary to effectuate this transaction have been prepared in substantial final form for Council review.

In summary, the transaction provides the City with approximately \$302,350,000 over 15 years. Council has been presented with recommendations for the potential use of these proceeds to assist in funding the City's capital investment requirements. Decisions related to the use of proceeds will be made in the weeks prior to closing and receipt of funds.

Upon Council approval, the transaction will be presented to the MTEMC Board of Directors for approval. That decision is expected in short order. With these approvals, the transaction will be submitted to the Tennessee Valley Authority (TVA) to approve transfer of the City's Power Purchase Contract to MTEMC. TVA will review the merger to assure system reliability and efficiency and whether the transaction will have an unduly negative effect on rates. TVA's approval is expected to take several months.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

The proposed transaction provides an alternative to the debt funding that would otherwise be required for the City's significant capital investments requirements.

Excellent Services with a Focus on Customer Service

Merging the City's electric system operations with MTEMC will have no immediate effect on service. Moreover, given the changes foreseen within the electric industry, the merger will have a positive effect on rates and service in the future.

Engaging Our Community

On December 11, 2019, the City held a public information session where MTEMC and City staff were available to answer any questions. Additional information has been provided to the public through the City's website and social media. On December 19, 2019, public comment was invited.

Fiscal Impact

Upon closing, the City will receive \$43,000,000. The remaining purchase amount of \$202,000,000 will be paid over 15 years through annual payments of \$17,290,134.

Attachments

1. Resolution 19-R-30
2. Asset Purchase Agreement
3. Promissory Note
4. Amended Deed of Trust
5. Lease Agreement

RESOLUTION 19-R-30 approving sale of the operations and assets of the Murfreesboro Electric Department to Middle Tennessee Electric Membership Corporation.

WHEREAS, Section 4(13) of the City's Charter authorizes the City "to acquire by purchase, condemnation or in other lawful manner; construct, own, operate, maintain; or sell, lease, mortgage, pledge or otherwise dispose of ... electric generating plants, electric distribution systems, and street lighting systems, ... and other public utilities and services and any ... necessary, appropriate or useful parts, equipment, appurtenances and accessories therefor or in connection therewith ... "; and,

WHEREAS, Section 4(10) of the City's Charter authorizes the City "(t)o acquire or receive by purchase, gift, devise or otherwise, and to hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real, personal and mixed, and any estate or interest therein, within or without the corporate limits, for any lawful corporate or public purpose, or for any purpose necessary or proper in effectuating any of the powers, purposes and objects of the corporation"; and,

WHEREAS, on May 12, 1939, the City, within the authority granted by its Charter, Chapter 429, Private Acts, 1935, purchased the existing electric system serving the City; created an electric department; and under that department (commonly known as the Murfreesboro Electric Department), began purchasing electricity from the Tennessee Valley Authority and operating the electric distribution for the City and the inhabitants, institutions, and businesses thereof (collectively, the "System"); and,

WHEREAS, all of the bonds issued by the City for capital investment in the System prior to 1988, including those issued to fund the initial purchase of the System, were issued pursuant to either the Revenue Bond Refinancing Act of 1937 or the Revenue Bond Act of 1935 and not pursuant to the Municipal Electric Plant Act of 1935 ("MEPA"); and,

WHEREAS, all of the bonds issued by the City for capital investment in the System after 1988 were issued pursuant to the Local Government Public Obligations Act of 1986 but were not preceded by an election authorizing the issuance of bonds as would have been required had the bonds been issued pursuant to MEPA; and,

WHEREAS, no referendum approving the disposition of the System's assets is legally required; and,

WHEREAS, Section 4 (16a) of the City's Charter authorizes the City to contract with any person, firm, association, company or corporation for public utilities and public utility services, including electricity, to be furnished to the City and its inhabitants, institutions, and businesses; and,

WHEREAS, Middle Tennessee Electric Membership Corporation ("MTEMC"), a nonprofit electric cooperative based in Murfreesboro and operating pursuant to the

provisions of T.C.A. 65-25-201, et seq., desires to purchase the System's assets from the City and to assume the role of providing retail electric utility and related services within the City's corporate limits pursuant to an electric services and license agreement with the City; and,

WHEREAS, MTEMC has agreed to pay the City \$245 million as full value of the comprehensive System's operations and assets; and,

WHEREAS, the Asset Purchase and Sale Agreement attached hereto as Exhibit A sets forth the terms and conditions of the proposed transaction in substantially final form; and,

WHEREAS, it is the opinion of City Council that the sale of the System will not compromise the delivery of electric utility services within the City and that combining the operations of the two distribution systems is likely to produce long-term efficiencies, to improve rate stability, and to encourage innovation; and,

WHEREAS, the proceeds from the sale will help the City fund infrastructure and other public projects that facilitate economic development and the welfare of the community in a fiscally responsible manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The System be made available for purchase by MTEMC for the sum of \$245 million under terms and conditions in substantially similar form in all material respects as those set forth in Exhibit A.

SECTION 2. The Mayor, City Manager, and City Recorder are hereby authorized to execute all documents, upon final approval by the City Attorney, necessary or appropriate to complete the closing of the transaction, including, without limitation, the Asset Purchase and Sale Agreement, Lease Agreement, Promissory Note, Security Agreement Amendment, Electric Services and Right-of-Way License Agreement, and Escrow Agreement, and various assignment and assumption agreements.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

THE CITY OF MURFREESBORO ELECTRIC DEPARTMENT

ASSET PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

**CITY OF MURFREESBORO, TENNESSEE
AS SELLER**

AND

**MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION,
AS BUYER**

Dated as of _____, 2019

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EXHIBITS

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Exhibit B	Bill of Sale
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Exhibit G	Opinion of Bradley Arant Boult Cummings LLP
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ASSET PURCHASE AND SALE AGREEMENT¹

This ASSET PURCHASE AND SALE AGREEMENT (the “*Agreement*”), dated as of _____, 2019 (the “*Effective Date*”), is made and entered into by and between the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (“*Seller*”), and MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a non-profit electric membership cooperative organized under the laws of the State of Tennessee (“*Buyer*”). Seller and Buyer are referred to individually as a “*Party*,” and together as the “*Parties*.”

WITNESSETH:

WHEREAS, Seller owns and operates a retail electric transmission and distribution system in the City of Murfreesboro, Tennessee, and Seller wishes to exit the electric transmission and distribution business;

WHEREAS, Buyer desires to purchase and assume, and Seller desires to sell and assign, certain retail electric sub-transmission and distribution assets and related operational assets and certain associated liabilities, in each case related to the foregoing retail electric transmission and distribution system, upon the terms and conditions hereinafter set forth in this Agreement and the Ancillary Agreements (the “*Transaction*”); and

WHEREAS, Buyer and Seller desire for Buyer to provide retail electric service to Seller’s electric utility customers, commencing on the Closing Date, as defined below, upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement, the following terms have the meanings specified in this Section 1.1.

- (1) “*Accrued PTO*” has the meaning set forth in Section 4.10(c).
- (2) “*Acquired Assets*” has the meaning set forth in Section 2.1.
- (3) “*Acquired Land In Fee*” means the fee simple interest in the real property described in Exhibit K, together with all right, title and interest in and to easements, covenants, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter

¹ Note to Draft: Draft remains subject in all respects to MTEMC’s receipt and review of all applicable Seller Schedules and disclosures.

belonging or appertaining thereto, and all right, title and interest in and to the buildings, structures, fixtures and other improvements, if any, located thereon.

(4) “**Action**” means any suit, claim, proceeding, litigation, arbitration, audit or investigation by or before any Governmental Authority.

(5) “**Additional Purchase Price**” has the meaning set forth in Section 3.4.

(6) “**Affiliate**” means, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interests in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interests. For the purposes of this definition, “**control**” (including, with correlative meanings, the terms “**controlled by**” and “**under common control with**”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(7) “**Aggregate Environmental Cap**” has the meaning set forth in Section 6.15(a)(ii).

(8) “**Agreement**” means this Asset Purchase and Sale Agreement together with the Exhibits and Schedules hereto, as the same may be amended from time to time in accordance herewith.

(9) “**Ancillary Agreements**” means Bill of Sale, Assignment and Assumption Agreement, Assignment and Assumption of Easements, License Agreement, Security Agreement Amendment, Lease Agreement, Pole Attachment Agreement, Funds Flow Statement, Escrow Agreement.

(10) “**Assignment and Assumption Agreement**” means the Assignment and Assumption Agreement between Seller and Buyer substantially in the form of Exhibit A attached hereto.

(11) “**Assignment and Assumption of Easements**” means an omnibus assignment of Easements and assumption of responsibilities associated therewith between Seller and Buyer in recordable form and a form reasonably acceptable to Buyer, said assignment to make (a) specific reference to the Easements for the benefit of Seller for those certain real properties commonly known as the Church Street Substation, identified for ad valorem tax purposes as 102-050.01, and the MTSU Substation, identified for ad valorem tax purposes as 090P-C-001.00, and (b) a general reference to all other Easements in favor of Seller, MED or any of their respective predecessors-in-interest.

(12) “**Assumed Contracts**” mean all Contracts entered into by MED or Seller in the ordinary course of, and primarily relating to, the Business of MED Electric Utility, including those Contracts set forth on Schedule 1.1(12) as of the Effective Date, the Real Property Instruments, Intellectual Property Licenses and any Contract entered into by Seller primarily

relating to the MED Electric Utility arising in the ordinary course consistent with MED's Past Practices during the Interim Period as approved by Buyer in accordance with Section 6.1(a) and which shall be disclosed on any Schedule Supplement to Schedule 1.1(12).

(13) “**Assumed Liabilities**” has the meaning set forth in Section 2.3.

(14) “**Attachment Agreements**” means all pole attachment agreements, wireline agreements, streetlight attachment agreements, joint use agreements, CATV (cable) agreements, fiber optic agreements, franchise agreements for the placement of telecommunication facilities, fiber-optic cable or cable facilities on any of the Acquired Assets, agreements for the placement of telecommunication, cable or other ground equipment and monopoles on any of the Acquired Assets, agreements for the attachment of facilities (including by Governmental Authorities) to towers, substations, buildings, transmission or distribution poles or other facilities comprising the Acquired Assets, banner agreements, holiday lights agreements and other similar agreements.

(15) “**Available Proceeds**” means the sum of (i) the total aggregate amount of insurance coverage under all of the MED Electric Utility insurance policies that are applicable to the Acquired Assets that were damaged or destroyed by the relevant Casualty during the Interim Period, plus (ii) the amount (or value, if provided in the form of property or repair assistance) of assistance that Seller has been provided (or that has been committed to be provided to Seller) in any form (including cash grant, property or repair assistance) by any Person (including the Federal Emergency Management Agency of the United States or any other Governmental Authority) that may be used by Seller to cure such Casualty, plus (iii) the amounts recovered or recoverable by Seller from Customers for storm restoration in accordance with MED's Past Practices in connection with similar Casualty events.

(16) “**Base Purchase Price**” has the meaning set forth in Section 3.2.

(17) “**Benefit Plans**” means each employee benefit plan as defined in Section 3(3) of ERISA, each governmental plan as defined in Section 3(32) of ERISA, and each other plan, contract, agreement, arrangement or policy, whether written or oral, qualified or non-qualified, providing for (i) compensation, severance benefits, bonuses, profit-sharing or other forms of incentive compensation; (ii) vacation, holiday, sickness or other time-off; (iii) health, medical, dental, disability, life, accidental death and dismemberment, employee assistance, educational assistance, relocation or fringe benefits or perquisites, including post-employment benefits; and (iv) deferred compensation, defined benefit or defined contribution, retirement or pension benefits.

(18) “**Bill of Sale**” means the Bill of Sale, substantially in the form of Exhibit B attached hereto.

(19) “**Bonds**” means, collectively, Seller's outstanding (i) Electric System Revenue and Tax Refunding Bonds, Series 2009, in the aggregate principal amount of up to \$15,605,000; and (ii) any obligations arising under the Tennessee Municipal Bond Fund.

(20) “**Business Books and Records**” has the meaning set forth in Section 2.1(j).

(21) “**Business Day**” means any day other than Saturday, Sunday and any day on which banking institutions in the State of Tennessee are authorized by law or other governmental action to close.

(22) “**Business of the MED Electric Utility**” means each of the following: (a) the ownership, operation and maintenance of the MED Electric Utility; (b) the sale and provision of electricity to the Customers; and (c) the ownership, operation and maintenance of the Streetlight Assets.

(23) “**Buyer**” has the meaning set forth in the preamble to this Agreement.

(24) “**Buyer Benefit Plans**” has the meaning set forth in Section 6.9(b).

(25) “**Buyer Closing Certificate**” has the meaning set forth in Section 7.2(d).

(26) “**Buyer’s Environmental Testing**” has the meaning set forth in Section 6.15(c).

(27) “**Buyer Fundamental Representations**” means the representations and warranties made in Section 5.1, Section 5.2, Section 5.3 and Section 5.6.

(28) “**Buyer Indemnitee**” has the meaning set forth in Section 8.1(b).

(29) “**Buyer Loan Documents**” means the Credit Agreement between Buyer and CoBank ACB, as lender, and all letters of credit, guaranties, collateral agreements or other securities instruments pursuant thereto, all as amended from time to time.

(30) “**Buyer’s Required Regulatory Approvals**” has the meaning set forth in Section 5.3(b).

(31) “**Cap**” has the meaning set forth in Section 8.1(c)(v).

(32) “**Cash on Hand**” means the aggregate amount of all cash and cash equivalents held by Seller for the benefit of MED deposited, held or contained in any deposit account of MED.

(33) “**Casualty**” means an event causing any portion of the Acquired Assets to be damaged or destroyed and requiring an amount in excess of one million dollars (\$1,000,000) for repair or replacement of such damaged or destroyed Acquired Assets; provided, however, that any intentional demolition or removal of any Acquired Assets in connection with repair or replacement of such Acquired Assets shall not be considered a Casualty.

(34) “**Casualty Notice**” has the meaning set forth in Section 6.10.

(35) “**Closing**” has the meaning set forth in Section 3.1.

(36) “**Closing Date**” has the meaning set forth in Section 3.1.

(37) “**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the rules and regulations promulgated thereunder and any similar state or local applicable Laws.

(38) “**Code**” means the Internal Revenue Code of 1986, as amended.

(39) “**Commercially Reasonable Efforts**” means efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the Transactions contemplated by this Agreement and which are consistent with such Party’s applicable industry standards and are customary and reasonable in nature in the context of the Transactions contemplated by this Agreement.

(40) “**Contract**” means any agreement, contract, purchase order, lease, license, right, commitment, evidence of Indebtedness, binding bid or other legally binding arrangement relating to the Business of the MED Electric Utility (written or oral).

(41) “**Council**” means the City Council of Seller in its entirety and excludes any individual member thereof.

(42) “**Cure Amount**” means the amount of costs that will be required to be paid in order to cure the damage to or destruction of the Acquired Assets resulting from a Casualty such that the MED Electric Utility will operate in accordance with MED’s Past Practice.

(43) “**Customer**” means any retail electric service customer of Seller prior to the Closing Date, and, assuming the Closing occurs, of Buyer on or after the Closing Date, within the Service Territory.

(44) “**Customer Deposit Obligations**” means the Liability for electric utility deposits collected by MED from its Customers that have not been returned to its Customers as of the Closing Date.

(45) “**Customer Service Assets**” means the customer service facilities, equipment and other tangible property and assets used in or for, the Business of the MED Electric Utility or located on the Real Property, including the facilities, equipment and other tangible property and assets that connect the Distribution Assets to each individual Customer’s Delivery Point, Customer/premise/account data, historical consumption information, meters, remote metering equipment, and equipment needed to access the meters (e.g., keys to locked meter rooms, any meter/special/barrel lock/anchor keys), and without limiting the generality of the foregoing, specifically includes the facilities and equipment described in Schedule 1.1(45). For the avoidance of doubt, Customer Service Assets do not include assets used by Seller primarily for its water and sewer utility business, and Seller shall be entitled to keep a copy of any data that is a Customer Service Asset as deemed appropriate by Seller.

(46) “**Deductible**” has the meaning set forth in Section 8.1(c)(iii).

(47) “**Deed**” means a special warranty deed with respect to the Acquired Land In Fee substantially in the form of Exhibit C attached hereto.

(48) “**Delivery Point**” means the point on the Customer’s premises where, (i) if delivery is being made through overhead wires, Seller’s wires connect to Customer’s wires at the Customer’s weatherhead, and (ii) if delivery is being made through underground wires, Seller’s wires connect to the Customer’s meter can.

(49) “**Direct Claim**” has the meaning set forth in Section 8.2(c).

(50) “**Distribution Assets**” means the electric distribution facilities, equipment and other tangible property and assets used in or for, the Business of the MED Electric Utility, including the facilities, equipment and other tangible property and assets that connect the Transmission Assets to the Customer Service Assets, distribution substation equipment, feeder circuits and associated hardware (including switches and switch gear, regulators, capacitor banks, reclosers, and protective equipment), primary circuits, transformers, secondaries and services, and associated physical assets (including poles, conductors, cables, insulators, metering, and outdoor lights).

(51) “**Easements**” means the electrical distribution easements, electrical transmission easements, access easements, aerial easements and other easements owned by Seller and used in (A) the Business of the MED Electric Utility or (B) the operation or maintenance of the Acquired Assets, including the easements identified in Schedule 1.1(51).

(52) “**Effective Date**” has the meaning set forth in the preamble to this Agreement.

(53) “**Effective Time**” has the meaning set forth in Section 3.1.

(54) “**Electric Utility Accounting Records**” means all financial statements, accounting books, related records and reports of Seller relating to the Business of the MED Electric Utility.

(55) “**Encumbrances**” means any liens, charges, pledges, options, mortgages, deeds of trust, security interests, equitable interests, claims, easements, rights-of-way, leases, mineral reservations, covenants, conditional and installment sales contracts, title retention arrangements, adverse claims or restrictions of any kind, including restriction on transfer or use, option, right of first refusal, license or other right of third parties, and other encumbrances affecting title or right to property, whether imposed by applicable Law, agreement, understanding or otherwise and whether or not of record.

(56) “**Environment**” means all soil, real property, air, water (including surface waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments or land, including land surface or subsurface strata, including all fish, plant, wildlife, and other biota and any other environmental medium or natural resource.

(57) “**Environmental Claim**” means any and all communications, whether written or oral, alleging potential Liability, administrative or judicial actions, suits, orders, liens, notices alleging Liability, notices of violation, investigations, complaints, requests for information relating to the Release or threatened Release into the Environment of Hazardous Substances,

proceedings, or other communication, whether criminal or civil, pursuant to or relating to any applicable Environmental Law, by any Person (including any Governmental Authority) based upon, alleging, asserting, or claiming any actual or potential (i) violation of, or Liability under any Environmental Law, (ii) violation of any Environmental Permit, or (iii) Liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, monitoring costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence, Release, or threatened Release into the Environment of any Hazardous Substances at any Real Property, or any off-site location to which Hazardous Substances, or materials containing Hazardous Substances, were sent.

(58) “*Environmental Clean-up Site*” means any location which is listed or formally proposed for listing on the National Priorities List, the Comprehensive Environmental Response, Compensation and Liability Information System, or on any similar federal, state or local list of sites requiring investigation or cleanup, or which is the subject of any action, suit, proceeding or investigation for any alleged violation of any Environmental Law, or at which there has been a Release, or a threatened or suspected Release, of a Hazardous Substance.

(59) “*Environmental Laws*” means all Laws regarding pollution or protection of the Environment, the conservation and management of land, natural resources and wildlife or human health and safety or the Occupational Safety and Health Act (only as it relates to Hazardous Substances), including Laws regarding Releases or threatened Releases of Hazardous Substances (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Substances, including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 et seq.), and all other Laws analogous to any of the above.

(60) “*Environmental Liabilities*” has the meaning set forth in Section 6.15(a)(ii).

(61) “*Environmental Notice*” has the meaning set forth in Section 6.15(a)(ii).

(62) “*Environmental Permit*” means any Permit under or in connection with any Environmental Law, including any and all orders, consent orders or binding agreements issued or entered into by a Governmental Authority under any applicable Environmental Law, that is necessary for (i) the Business of the MED Electric Utility, or (ii) the ownership, use or operation of the Real Property or Acquired Assets, in each case under clause (i) or (ii), as conducted prior to the Effective Date and as conducted prior to the Closing Date.

(63) “*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, and the applicable rules and regulations promulgated thereunder.

(64) “*ERISA Affiliate*” means any trade or business under Section 414(b), (c), (m) or (o) of the Code.

(65) “*Escrow Agent*” means [Truist Bank].

(66) “*Escrow Agreement*” has the meaning set forth in Section 3.6(t).

(67) “*Escrowed Purchase Price Amount*” means ten million dollars (\$10,000,000).

(68) “*Excluded Assets*” has the meaning set forth in Section 2.2.

(69) “*Excluded Contracts*” has the meaning set forth in Section 2.2(b).

(70) “*Excluded Liabilities*” has the meaning set forth in Section 2.4.

(71) “*Federal Communications Commission*” means the United States Federal Communications Commission or any successor agency thereto.

(72) “*Fiber Optic Network Assets*” has the meaning set forth in Section 2.1(t).

(73) “*Final Determination*” has the meaning set forth in Section 8.1(i).

(74) “*Financial Statements*” has the meaning set forth in Section 4.5(a).

(75) “*License Agreement*” has the meaning set forth in Section 3.6(p).

(76) “*Funds Flow Statement*” means the statement to be delivered by Seller to Buyer at the Closing in a form satisfactory to Buyer, which statement shall set forth the name, amount and wire transfer instructions for each Person to whom all or any portion of the Purchase Price, as adjusted in accordance with this Agreement, and any Transaction Expense is owed in connection with the Closing.

(77) “*GAAP*” means United States generally accepted accounting principles in effect in the United States from time to time.

(78) “*Governmental Authority*” means any federal, state, county, city, local or other governmental, regulatory or administrative agency, body, authority (including taxing authority), official, district (including water control district), commission, department, board or other governmental subdivision, court, tribunal or arbitrating body, and any national or regional electric reliability organizations, including NERC and TVA.

(79) “*Hazardous Substances*” means: (i) any petroleum, asbestos, asbestos-containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, and transformers or other equipment that contains polychlorinated biphenyls; (ii) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants,” “pollutants,”

“toxic pollutants,” “hazardous air pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law; and (iii) any other chemical, material or substance regulated under, or exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

(80) “**Indebtedness**” means, with respect to any Person, at any time without duplication, (i) all indebtedness for borrowed money, (ii) all obligations for the deferred purchase price of property or services, (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (iv) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (v) all obligations of such Person under acceptance, letter of credit or similar facilities, (vii) all obligations of such Person in respect of any exchange-traded or over-the-counter derivative transaction, including interest rate or currency hedging agreements, and (viii) all obligations of such Person to guarantee any Indebtedness, leases, dividends or other payment obligations of such Person or any other Person; provided, however, that the term “Indebtedness” shall not include any lease that is a capital lease.

(81) “**Indemnifying Party**” has the meaning set forth in Section 8.1(f).

(82) “**Indemnitee**” means either a Seller Indemnitee or a Buyer Indemnitee, as the case may be.

(83) “**Intellectual Property**” means all rights arising under domestic and foreign statutory and common law, including, as applicable: (i) copyrights, copyrightable, copyrighted works, whether published or unpublished, and all registrations, applications for registration and renewals of registrations thereof; (ii) trademarks, service marks, trade names, slogans, domain names, business names, logos, trade dress and similar indicia of source origin, including but not limited to those relating to social media, whether or not registered and all registrations and applications for registrations thereof and goodwill associated therewith; (iii) patents, as well as any reissued and reexamined patents and extensions corresponding to the patents, and any patent applications of any kind (whether provisional or non-provisional), as well as any related continuation, continuation in part and divisional applications and patents issuing therefrom; (iv) trade secret and other confidential and proprietary information, including ideas, designs, concepts, compilations of information, methods, technologies, techniques, procedures, proprietary processes, inventions, discoveries and other know-how, whether or not patentable; (v) IT Systems, software or computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code or object code form, databases and compilations, including any and all electronic data and electronic collections of data, all documentation, including user manuals and training materials, related to any of the foregoing and the content and information contained on any Web site; and (vi) all moral and economic rights of authors and inventors however denominated.

(84) “**Intellectual Property Licenses**” means those agreements related to Licensed Intellectual Property.

(85) “**Interconnection Points**” mean the points at which Seller’s Transmission Assets connect as of the Effective Date to Seller’s substations.

(86) “**Interconnection Contracts**” means Contracts for access and use by Seller or MED of any third party Interconnection Points and related generating systems and equipment at such third party’s metered locations.

(87) “**Interim Board Representative**” has the meaning set forth in Section 6.17(a).

(88) “**Interim Period**” has the meaning set forth in Section 6.1(a).

(89) “**Inventory**” means materials, spare parts, supplies, chemicals and other items of inventory used in or for the Business of the MED Electric Utility including such other items of inventory located in Seller’s warehouses.

(90) “**IRS**” means the United States Internal Revenue Service or any successor agency thereto.

(91) “**IT Systems**” has the meaning set forth in Section 4.16(c).

(92) “**Lease Agreement**” means the Contract between Seller and Buyer governing Buyer’s use of the MED Office and Storage Yard after the Closing Date in the form of Exhibit D attached hereto.

(93) “**Knowledge**” means (i) with respect to Buyer, the actual awareness (after reasonable inquiry of appropriate employees of Buyer) of the chief corporate officers of Buyer who are charged with responsibility for the particular function relating to the matter of the inquiry and (ii) with respect to Seller, the actual awareness of the City Manager of Seller (after inquiry of the director and each other managing officer of MED Electric Utility who are charged with responsibility for the particular function relating to the matter of the inquiry and the City Attorney of Seller).

(94) “**Law**” means any foreign, federal, state or local law, constitutional provision, statute, charter, ordinance or other law, rule, regulation, code (including any zoning code, fire code or health and safety code), determination or interpretation of any Governmental Authority or any Order of or by any Governmental Authority, including all Environmental Laws and NERC standards, requirements and regulations, applicable to the Business of the MED Electric Utility or the Acquired Assets.

(95) “**Liability**” means any direct or indirect liability, commitment, Indebtedness or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or un-accrued, whether liquidated or un-liquidated, and whether due or to become due) of any kind, character or nature, or any demand, Action asserted or brought against the relevant Person.

(96) “**Licensed Intellectual Property**” means the Intellectual Property owned by a third-party that is used or necessary for the operation of the Business of MED Electric Utility that is licensed or sublicensed to Seller or MED.

(97) “**Loss**” or “**Losses**” means any and all damages, fines, fees, penalties, deficiencies, losses, Liabilities, interest, awards, judgments, Taxes, amounts paid in settlement, demands, suits, actions, costs (including costs of investigation, defense and enforcement of this Agreement) and expenses (whether or not involving a Third Party Claim), including all Remediation costs, reasonable fees of attorneys, accountants and other experts, or other expenses of litigation or proceedings or of any claim, default or assessment relating to the foregoing.

(98) “**Material Adverse Effect**” means such changes, effects, conditions, facts, circumstances and events resulting in, or reasonably likely to result in, an adverse effect on (a) the Acquired Assets, Assumed Liabilities and the Business of the MED Electric Utility, or (b) the ability of Seller to perform its obligations under this Agreement or any of the Ancillary Agreements; provided, however, that no one or more of the following changes, effects, conditions, facts, circumstances or events shall be taken into account in determining whether a Material Adverse Effect has occurred: (i) general economic or political conditions; (ii) conditions generally affecting the industry in which the Business of the MED Electric Utility operates, including those affecting fuel prices (provided such condition does not affect the Business of the MED Electric Utility in a disproportionate manner); (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any changes in prevailing interest rates (provided such condition does not affect the Business of the MED Electric Utility in a disproportionate manner); (iv) acts of war (whether or not declared), terrorism or armed hostilities, or the escalation or worsening thereof; (v) any action (or omission of an action) required or permitted by this Agreement or any of the Ancillary Agreements or any action taken (or omitted to be taken) with the written consent of or at the request of Buyer; (vi) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof other than Laws adopted by the Council; (vii) the announcement, pendency or completion of the Transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with Seller or the Business of the MED Electric Utility; or (viii) any failure by the Business of the MED Electric Utility to meet any internal or published projections, forecasts or revenue or earnings predictions provided, that the foregoing shall not prevent a determination that any change, event or effect underlying such failure to meet projections, forecasts or revenue or earnings predictions has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect).

(99) “**Material Seller Contracts**” shall have the meaning set forth in Section 4.13(a).

(100) “**MED**” means the Murfreesboro Electric Department of Seller.

(101) “**MED Benefit Plans**” has the meaning set forth in Section 4.11(a).

(102) “**MED Defined Benefit Plan**” means the Murfreesboro Electric Department Employee Pension Plan.

(103) “**MED Electric Utility**” means the electric utility system of electricity transmission and distribution owned and operated by Seller prior to the Closing Date and, provided that the Closing occurs, owned and operated by Buyer on and after the Closing Date.

(104) “**MED Employee**” means an hourly-paid or salaried employee of Seller, who receives an IRS Form W-2 from Seller and whose work responsibilities involve principally the Business of the MED Electric Utility and which are listed on Schedule 4.10(c).

(105) “**MED Intellectual Property Assets**” means the Intellectual Property, including Licensed Intellectual Property, used in the operation of the Acquired Assets or for the Business of the MED Electric Utility, including the Intellectual Property listed on Schedule 4.16(a).

(106) “**MED Office and Storage Yard**” means the following real property, together with all improvements thereon, identified for ad valorem tax purposes as: (i) 091K-H-022.00-000; (ii) 091K-J-008.00-000; and (iii) 091K-J-010.00-000.

(107) “**MED’s Past Practices**” means the recent historical operation, maintenance and repair practices, methods and actions performed during the twelve (12) month period prior to the Effective Date by, or on behalf of, MED with respect to the Acquired Assets, in a manner complying with applicable Law.

(108) “**NERC**” means the North American Electric Reliability Corporation.

(109) “**Non-Environmental Permit**” means any Permit (other than an Environmental Permit) that is necessary for, (i) the Business of the MED Electric Utility, or (ii) the ownership, use or operation of the Acquired Assets, in each case under clause (i) or (ii), as conducted prior to the Effective Date and as conducted prior to the Closing Date.

(110) “**Observers**” has the meaning set forth in Section 6.1(b).

(111) “**Order**” means any judgment, decision, consent, determination, assessment, decree, injunction, stay, ruling, writ or order of or by any Governmental Authority.

(112) “**Party**” (and the corresponding term “**Parties**”) has the meaning set forth in the preamble to this Agreement.

(113) “**Pension Termination Costs**” has the meaning set forth in Section 6.19.

(114) “**Permits**” means all permits, licenses, radio licenses, approvals, immunities, entitlements, certificates (including certificates of need), authorizations, registrations, waivers, variances, exemptions, notices, application, and filings, from, to, with or issued by any Governmental Authority, that are material to the Business of the MED Electric Utility or the Acquired Assets, including certificates of occupancy, operating permits, sign permits, development rights and approvals, zoning, building and safety and health approvals.

(115) “**Permitted Encumbrances**” means, with the exception of the Encumbrances identified on attached Schedule 4.6(b), which shall be satisfied or removed from such Acquired Assets on or before the Closing Date: (i) as to each and every parcel of Acquired Land in Fee and any other Real Property for which Buyer obtains a Title Commitment, those exceptions to title listed in Annex B, referenced in any of the Title Commitments; (ii) as to each Acquired Asset constituting personal property, or any Real Property for which Buyer has not

obtained a Title Commitment, any Encumbrance of any type or description on or affecting such Acquired Assets, provided that such Encumbrance does not, individually or in the aggregate, materially interfere with the operation of the Acquired Assets in the ordinary course consistent with MED's Past Practices prior to the Effective Date. Without limiting the generality of the foregoing, "Permitted Encumbrances" include the following: (i) statutory liens for Taxes that are not yet due and payable as of the Closing Date or that are being contested in good faith by appropriate and timely proceedings and for which adequate reserves are made therefor on Seller's balance sheet; (ii) statutory liens (including construction, mechanics' and materialmen's liens and other like statutory liens and inchoate liens incurred in connection with workers' compensation, unemployment insurance, and social security laws) arising in the ordinary course of business securing payments not yet delinquent and for which adequate reserves are made therefor on Seller's balance sheet; (iii) existing zoning and entitlement restrictions imposed by a Governmental Authority and other land use and environmental restrictions and any existing conditions or obligations arising under any Permit so long as such restrictions, regulations, conditions and obligations do not, individually or in the aggregate, materially interfere with the Business of the MED Electric Utility in the ordinary course consistent with MED's Past Practices; (iv) the covenants and restrictions set forth in this Agreement or in any of the Ancillary Agreements; (v) Encumbrances with respect to the Acquired Assets created by or resulting from the acts or omissions of Buyer; (vi) the rights of any owner of real property where any of the personal property included in the Acquired Assets is located; (vii) other Encumbrances that arise or are incurred in the ordinary course of the Business of MED Electric Utility that are not otherwise material in amount and do not adversely affect the title of, materially and adversely detract from the value of, or materially interfere with any use consistent with MED's Past Practices of, the Acquired Assets that affected by such Encumbrance.

(116) "**Person**" means a natural person, a corporation, a partnership, a joint venture, a union, a limited liability company, a trust, an unincorporated organization, an association, a joint stock company, trustee, estate, real estate investment trust or any other entity or organization, including a Governmental Authority or any other separate legal entity recognized pursuant to applicable Law.

(117) "**Pole Attachment Agreement**" means a pole attachment license agreement to be entered into by and between Seller and Buyer effective as of the Closing, in form and substance consistent with the Buyer's standard form of license for pole attachments.

(118) "**PPACA**" has the meaning set forth in Section 2.4(e).

(119) "**Prepaid Expenses**" means all expenses incurred by Seller in the operation of the Acquired Assets in accordance with MED's Past Practices (excluding pre-payments for tangible assets such as inventory or real or personal property, plant and equipment except as provided in Section 3.6(a)(ii), but including prepaid maintenance expense) paid in cash before the Closing and before being incurred for GAAP purposes.

(120) "**Privacy Laws**" means any applicable privacy law, including without limitation, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act and all U.S. state implementing laws, the CAN-SPAM Act, the Telephone Consumer Protection Act, and all current implementing Laws, rules, and regulations applicable to the personal

information collected by the Seller from a Customer, including Payment Card Industry Data Security Standard.

(121) “**Promissory Note**” has the meaning set forth in Section 3.3(a).

(122) “**Purchase Price**” has the meaning set forth in Section 3.2.

(123) “**Real Property**” means the Acquired Land in Fee and such other real property rights, interests, and licenses to occupy real property that are owned by Seller and used by Seller to transmit and distribute electricity or to access or maintain the MED Electric Utility including the Easements, each as set forth on Schedule 4.6(a)(i).

(124) “**Real Property Instrument**” means any license, deed, lease, easement, agreement or other instrument creating an interest in the Real Property.

(125) “**Reimbursement Cap**” has the meaning set forth in Section 6.3.

(126) “**Release**” means any actual, threatened or alleged spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping or disposing of a Hazardous Substance into the Environment or within any building, structure, facility or fixture.

(127) “**Remediation**” means any action of any kind to address the presence or Release of Hazardous Substances, including: (i) monitoring, investigation, assessment, treatment, cleanup containment, removal, mitigation, response or restoration work, as well as obtaining any Permits necessary to conduct any such activity; (ii) preparing and implementing any plans or studies for any such activity; and (iii) obtaining a written notice from a Governmental Authority with competent jurisdiction under Environmental Laws, that no additional work is required.

(128) “**Representatives**” of a Party means the Party and its Affiliates and their directors, officers, employees, agents and advisors (including accountants, counsel, environmental consultants, financial advisors and other authorized representatives). The Council shall be deemed to be a Representative of Seller for all purposes hereunder.

(129) “**Schedules**” means the schedules attached to this Agreement.

(130) “**Schedule Supplement**” has the meaning set forth in Section 6.8.

(131) “**Selected Accounts Amount**” means the sum of (i) Cash on Hand, (ii) investments, (iii) accounts receivable, (iv) Prepaid Expenses, (v) rents receivable and (vi) accrued unbilled revenues, less (vii) Indebtedness, (viii) accounts payable, and (iv) Customer Deposit Obligations, in each case, to the extent such amounts constitute an Acquired Asset or an Assumed Liability.

(132) “**Seller**” has the meaning set forth in the preamble to this Agreement.

(133) “**Seller Closing Certificate**” has the meaning set forth in Section 7.1(e).

(134) “***Seller Disclosure Schedules***” means the disclosure schedules of Seller that pertain to Seller’s representations and warranties in Article 4 of this Agreement, delivered concurrently with the execution and delivery of this Agreement and forming a part of this Agreement and any updates to such disclosure schedules.

(135) “***Seller Fundamental Representations***” means the representations and warranties made in Section 4.1, Section 4.2, Section 4.3 and Section 4.18.

(136) “***Seller Indemnitee***” has the meaning set forth in Section 8.1(a).

(137) “***Seller-TVA Contract***” means the Power Contract between TVA and City of Murfreesboro, Tennessee made and entered into as of April 18, 1977, as subsequently amended.

(138) “***Service Territory***” means the area described as Seller’s service territory attached hereto as Annex A.

(139) “***Streetlight Assets***” means all assets of Seller used in or for Seller’s street lighting business including all Seller-owned poles, fixtures, test equipment, brackets, records, conductors, warranties, tools, photocells, relays, conduit, transformers, handholes/splice boxes, connectors/splices, scrap, salvage, ground rods, nuts, bolts, washers, ballasts, shields, poles and any inventory of the foregoing.

(140) “***Survey***” means an American Land Title Association (ALTA) survey for each parcel of real property identified as an insured parcel in any of the Title Commitments.

(141) “***Tail Policy***” has the meaning set forth in Section 6.23.

(142) “***Target Selected Accounts Amount***” means forty-three million seven hundred thousand dollars (\$43,700,000).

(143) “***Taxes***” means, all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including income, gross receipts, excise, real or personal property, sales, transfer, customs, duties, franchise, payroll, withholding, social security, receipts, license, stamp, occupation, employment or other taxes, including any interest, penalties or additions attributable thereto, and any payments to any state, local, provincial or foreign taxing authorities in lieu of any such taxes, charges, fees, levies or assessments. The term “***Tax***” means any one of the foregoing Taxes.

(144) “***Tax Return***” means any return, report, form, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) required to be supplied to any Governmental Authority with respect to Taxes including amendments thereto, including any information return filed by a tax-exempt organization.

(145) “***Termination Date***” has the meaning set forth in Section 3.1.

(146) “***Third Party Claim***” has the meaning set forth in Section 8.2(a).

(147) “**Title Commitments**” means the title commitments described on Annex B issued by the Buyer’s title company covering the Acquired Land in Fee (as the same may have been updated prior to the Effective Time).

(148) “**Total Compensation**” means base pay, authorized overtime, and benefits provided under all applicable Benefit Plans.

(149) “**Transaction**” has the meaning set forth in the Recitals to this Agreement.

(150) “**Transaction Expenses**” means out-of-pocket third party fees and expenses incurred by Seller in connection with the Transactions contemplated hereby, including, without limitation, fees and expenses of Seller’s legal counsel, accountants, consultants, advisers, brokers and investment bankers.

(151) “**Transaction Documents**” has the meaning set forth in Section 6.5(a).

(152) “**Transferable Permits**” means the Environmental Permits and the Non-Environmental Permits that are transferable at the Closing.

(153) “**Transferred Employees**” means all MED Employees listed in Schedule 4.10(c) who are employed by Seller as of the date immediately preceding the Closing Date and who accept continued employment with Buyer as of the Closing Date.

(154) “**Transferred Employee Records**” means the following records related to Transferred Employees, which shall include the following information, as long as disclosure is not prohibited under the Health Insurance Portability and Accountability Act (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), or similar applicable Laws: (i) most current employee census data set forth on Schedule 4.10(c); (ii) all records and files maintained by Seller related to the DOT; (iii) proof of valid DOT medical card and valid CDL, as applicable; (iv) I-9 forms and W-4 forms.

(155) “**Transfer Taxes**” means any sales, use, value added, excise, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, real property transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes or governmental charges (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any Governmental Authority in connection with the Transactions contemplated by this Agreement, including any payments made in lieu of any such Taxes or governmental charges which become payable in connection with the Transactions contemplated by this Agreement.

(156) “**Transmission Assets**” means the electric transmission tangible personal property, excluding real property, used in or for the Business of the MED Electric Utility or located on the Real Property, including the facilities, equipment and other tangible property and assets that connect the Distribution Assets to the Interconnection Points (and other property and assets associated with or ancillary thereto), transformers, breakers, capacitor banks, switches, arresters, instrument transformers, substation structures, substations, buswork, substation battery and chargers, relay protection panels, relay communications/carriers, remote telemetry and control equipment, metering, fault recorders, sequence of event recorders, annunciators, relay vaults,

substation fencing, transmission lines, conductors, transmission line structures and poles, and control buildings.

(157) “**TVA**” means the Tennessee Valley Authority, a federal corporation organized under the Tennessee Valley Authority Act.

(158) “**Vehicles**” means the vehicles owned by Seller or MED in connection with and used in the operation of the Business of MED Electric Utility listed in Schedule 1.1(158).

(159) “**Warn Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

Section 1.2 Certain Interpretive Matters.

(a) Unless otherwise required by the context in which any term appears:

(i) Capitalized terms used in this Agreement shall have the meanings specified in this Article.

(ii) The singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

(iii) References to “Articles”, “Sections”, “Schedules” or “Exhibits” shall be to articles, sections, schedules or exhibits of or to this Agreement, and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(iv) The words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; and the words “include”, “includes” or “including” shall mean “including, but not limited to.”

(v) The term “day” shall mean a calendar day, commencing at 12:00:01 a.m. (Central Time). The term “week” shall mean any seven consecutive day period commencing on a Sunday, and the term “month” shall mean a calendar month; provided, however, that when a period measured in months commences on a date other than the first day of a calendar month, the period shall run from and including the date on which it starts to and including the date immediately preceding the corresponding date in the next month and, as appropriate, to succeeding months thereafter. Whenever an event is to be performed or a payment is to be made by a particular date and the date in question falls on a day which is not a Business Day, the event shall be performed, or the payment shall be made, on the next succeeding Business Day; provided, however, that all calculations shall be made regardless of whether any given day is a Business Day and whether or not any given period ends on a Business Day.

(vi) The words “substantially in the form of” or words of similar effect when used with respect to the form of any Ancillary Agreement or other agreement or document that has been included as an Exhibit to this Agreement and that is to be executed and delivered by the Parties or any third party or third parties, or executed and delivered by one of the Parties or

any third party or third parties, in either case after the Effective Date pursuant to, or in order to satisfy, any covenant, obligation or condition set forth in this Agreement shall refer to the applicable form that is attached to this Agreement with such changes as the Parties may otherwise agree are necessary or appropriate, with such agreement to be evidenced by the Parties' execution thereof, including the insertion of mutually agreeable legal descriptions following preparation of a Survey for any applicable Real Property.

(b) The titles of the articles, sections, schedules and exhibits herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

(c) The Parties acknowledge and agree that: (i) this Agreement (A) shall be construed and interpreted as an arms-length contract entered into by parties with equal bargaining power and (B) was negotiated and prepared by both Parties with advice of counsel to the extent deemed necessary by each Party; (ii) the Parties have agreed to the wording of this Agreement; and (iii) none of the provisions hereof shall be construed against either Party on the ground that such Party is the author of this Agreement or any part hereof.

(d) The Schedules and Exhibits hereto are incorporated in and are intended to be a part of this Agreement.

ARTICLE 2.

PURCHASE AND SALE

Section 2.1 *Acquired Assets.* Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, Seller will sell, assign, convey, transfer and deliver to Buyer, and Buyer will purchase, assume, accept and acquire from Seller, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Seller's right, title and interest in or to the property, assets and rights (other than the Excluded Assets), of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, owned (or hereafter acquired), wherever located, that are primarily used by Seller in or necessary for, the Business of the MED Electric Utility (collectively, the "*Acquired Assets*"); provided, that the Acquired Assets shall specifically include all of Seller's right, title and interest in or to the following property, assets and rights (other than the Excluded Assets):

- (a) the Transmission Assets;
- (b) the Distribution Assets;
- (c) the Customer Service Assets;
- (d) the Inventory;
- (e) the Vehicles;

(f) all of the intangible rights and property of Seller of or related to the Business of the MED Electric Utility, including the MED Intellectual Property Assets, and all going concern value and goodwill of Seller or related to the Business of the MED Electric Utility;

(g) all other machinery, mobile or otherwise, equipment (including computer hardware and communications equipment), tools, works in progress, fixtures, furniture and furnishings and other personal property;

(h) all insurance benefits, including rights and proceeds, arising from or relating to the Acquired Assets or the Assumed Liabilities, except for any insurance benefit or portion thereof arising from or relating to Excluded Assets or Excluded Liabilities;

(i) the benefit of and all rights to enforce any covenants, warranties, representations, indemnities, guarantees or similar rights benefiting the MED Electric Utility or the Acquired Assets (including, without limitation, covenants or warranties made by suppliers or other persons in connection with the Acquired Assets or services furnished to the Seller pertaining to the Business of the MED Electric Utility or affecting the Acquired Assets), except to the extent related to any Excluded Liability;

(j) all books, operating records, licensing records, quality assurance records, purchasing records, manuals, standards, equipment repair, maintenance or service records, operating, safety and maintenance manuals, inspection reports, environmental assessments, engineering design plans, documents, blueprints and as built plans, specifications, drawings, procedures and other similar items of Seller, whether existing in hard copy or magnetic or electronic form, including the Transferred Employee Records (collectively, the “***Business Books and Records***”);

(k) the Acquired Land in Fee;

(l) the Easements;

(m) the Transferable Permits;

(n) the Assumed Contracts, including any associated unexpired assignable warranties and guarantees from third parties;

(o) (i) the investments, Cash on Hand and other similar assets, (ii) all Prepaid Expenses of Seller arising out of or relating to the conduct or operation of the Business of MED Electric Utility, (iii) all accounts receivable and similar rights of Seller to receive payments from third parties arising out of or relating to the conduct or operation of the Business of MED Electric Utility, and (iv) all outstanding refunds, rebates or credits for any period or period prior to the Closing Date;

(p) the Streetlight Assets;

(q) any causes of action or Actions and defenses of Seller, rights of recovery and rights of set-off of any kind, against third parties (including indemnification and contribution) to the extent directly related to any other Acquired Asset or Assumed Liabilities, whether choate

or inchoate, known or unknown, or contingent or non-contingent and whether or not liquidated, but excluding any defenses by virtue of sovereign immunity or defenses related thereto that may arise pursuant to applicable Law or otherwise;

- (r) the Transferred Employee Records;
- (s) the Electric Utility Accounting Records;
- (t) the fiber optic cables installed within the Service Territory, whether located above- or underground, and the related transmission and attachment technology, including any work-in-process and fiber optic network under construction (collectively, the “*Fiber Optic Network Assets*”);
- (u) all models and systems used for the forecasting, modeling, management and operation of the Acquired Assets; and
- (v) all property, assets and rights associated with emergency or windstorm preparedness for the Acquired Assets.

Notwithstanding the foregoing, Seller may retain a copy of all Business Books and Records and Electric Utility Accounting Records as deemed appropriate by Seller.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as conferring on Buyer, and Buyer is not acquiring, any right, title or interest in or to any assets not used primarily in the Business of the MED Electric Utility (or otherwise identified as an Excluded Contract), including the following specific property, assets and rights (the “*Excluded Assets*”), which are hereby specifically excluded from the Transaction and the definition of Acquired Assets herein and which shall remain the property of Seller after the Closing:

- (a) all MED Benefit Plans and any assets thereof;
- (b) the excluded Contracts set forth on Schedule 2.2(b) (the “*Excluded Contracts*”);
- (c) Seller’s insurance policies and proceeds thereof and all rights to applicable claims and proceeds thereunder, except as set forth in this Agreement, including Section 2.1(h);
- (d) all rights to any causes of action or Actions and defenses against third parties (including indemnification and contribution) other than to the extent related to the Acquired Assets or Assumed Liabilities;
- (e) all Real Property not listed in Section 2.1 hereof, including the MED Office and Storage Yard, except with respect to rights transferred to Buyer pursuant to the Lease Agreement; and
- (f) all rights of Seller under this Agreement and the Ancillary Agreements.

Section 2.3 Assumed Liabilities. At the Closing, Buyer shall deliver to Seller the Assignment and Assumption Agreement pursuant to which Buyer shall assume and agree to pay, perform and discharge when due, all of the Liabilities and obligations specifically listed below, other than the Excluded Liabilities (collectively, “*Assumed Liabilities*”):

(a) all Liabilities arising under (i) the Assumed Contracts and (ii) the Transferable Permits, except to the extent arising as a result of a breach thereof or default thereunder committed by Seller prior to Closing as set forth in Section 2.4(b);

(b) all Accrued PTO for all sick days, vacation days and personal days of each Transferred Employee that have accrued but remain unused by or unpaid to such Transferred Employee as of the date immediately preceding the Closing Date up to the accrual limits therefor under the applicable policies of MED;

(c) all Liabilities for Transfer Taxes for which Buyer is liable pursuant to Section 6.7(a) arising from the Transactions contemplated by this Agreement;

(d) the Customer Deposit Obligations;

(e) all Liabilities to the extent related to the Business of the MED Electric Utility and arising in the ordinary course of the Business of the MED Electric Utility consistent with the MED’s Past Practices, unless it is an Excluded Liability; and

(f) all other Liabilities and obligations arising out of or relating to Buyer’s ownership of the Acquired Assets or operation of the MED Electric Utility, including all Liabilities under the Assumed Contracts and the Transferable Permits arising out of any event, condition, circumstance, act or omission occurring on or after the Closing Date other than as a result of Seller’s breach of or default under any Assumed Contract or Transferable Permit prior to the Closing.

Section 2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to impose on Buyer, and Buyer shall not assume, pay, honor, discharge or otherwise be obligated to pay, perform or otherwise discharge, and Seller shall retain and remain responsible for paying, performing and discharging when due, all the following Liabilities (the “*Excluded Liabilities*”), with all of such Excluded Liabilities remaining the responsibility, and as obligations hereunder, of Seller except as provided in the last paragraph of this Section 2.4:

(a) any Liabilities in respect of any Excluded Assets;

(b) all Liabilities under the Assumed Contracts arising out of any breach (or event that would be a breach if not cured) that occurred prior to the Closing Date;

(c) any Liability under or relating to any Contract that is not an Assumed Contract;

(d) except for Liabilities specifically assumed by Buyer in Section 2.3(b) and except as otherwise set forth in Section 6.9 and the Schedules subject thereto, all Liabilities or

obligations relating to any MED Benefit Plans, or any other plan, program, arrangement or policy of Seller, established or maintained in whole or in part by Seller or by any Person (whether or not incorporated) which is or ever has been under common control, or which is or ever has been treated as a single employer, with Seller or to which Seller contributes or contributed, including any such Liability of Seller (i) for the termination or discontinuance of, or Seller's withdrawal from, any such Benefit Plan (including any multiemployer plan as defined in Section 3(37) of ERISA), (ii) relating to benefits payable under any MED Benefit Plans, including any Liability with regard to any obligation of Seller or MED with respect to such post-employment benefits under any MED Benefit Plan (including any retiree welfare benefit plans or arrangements), (iii) with respect to noncompliance by Seller with the notice requirements of COBRA under ERISA or the Public Health Service Act, to the extent applicable, or the Patient Protection and Affordable Care Act of 2010 as amended, and/or the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable) (collectively, the "*PPACA*"); (iv) with respect to any noncompliance by Seller with the Code or any other applicable Laws, and (v) with respect to any suit, proceeding or claim which is brought against Seller, any MED Benefit Plan or any fiduciary or former fiduciary of, any of the MED Benefit Plans;

(e) any Liabilities relating to the failure by Seller to hire, the employment or services or termination of employment or services by Seller of any individual, including wages, compensation, benefits, affirmative action, personal injury, discrimination, harassment, retaliation, wrongful discharge, unfair labor practices or constructive termination by Seller of any individual, or any similar or related claim or cause of action attributable to any actions or inactions by Seller prior to the Closing Date with respect to the Transferred Employees, independent contractors, applicants, and any other individuals who are determined by a court or by a Governmental Authority to have been applicants or employees of Seller;

(f) all Liabilities arising out of, relating to or in respect of the Bonds;

(g) all Liabilities arising from or in connection with any tax equivalent payment or any other similar obligation of MED to any Governmental Authority incurred with respect to any period prior to the Closing Date, whether payable prior to or after the Closing;

(h) all Liabilities arising out of, relating to or in respect of any inaccuracy in the Funds Flow Statement;

(i) any Transaction Expense in excess of Buyer's reimbursement obligation set forth in Section 6.3;

(j) all Liabilities of Seller under this Agreement and the Ancillary Agreements to which it is a party;

(k) all Liabilities resulting from or arising in connection with, Seller's failure to pay, perform and discharge any Excluded Liability when due; and

(l) any Liability or obligation of Seller with respect to any claim or cause of action, regardless of when made or asserted, which arises out of or in connection with the failure of Seller or MED to comply with, or any act or omission of Seller or MED in violation of any

applicable Law, including Liability arising as a result of any criminal activity, tort or violation of any common law or fiduciary obligation, occurring prior to the Effective Time.

For the avoidance of doubt, (i) the term “*Excluded Liability*” shall not mean any Environmental Liabilities that exceed the limitation on Seller’s responsibility or Liability for Environmental Liabilities under Section 6.15, except as otherwise set forth in Section 8.1(b) with respect to the MED Office and Storage Yard, and (ii) all of the Excluded Liabilities will remain the sole responsibility of, and will be retained, paid, performed and discharged solely by, Seller; provided, that, to the extent Buyer so elects as provided in Section 6.21, any amounts directly paid by Buyer in satisfaction of any Excluded Liabilities shall be subject to reimbursement from Seller or may otherwise be treated as a Loss for which Buyer may seek indemnification as set forth in this Agreement.

ARTICLE 3.

THE CLOSING

Section 3.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the sale, assignment, conveyance, transfer and delivery of the Acquired Assets to Buyer and the assumption of the Assumed Liabilities by Buyer shall take place at a closing (the “*Closing*”), through the electronic transfer of documents or at such other time and place as shall be mutually agreed upon by the Parties, on the date that is the first day of the month following the day on which the last of the conditions precedent to Closing set forth in Article 7 of this Agreement has been either satisfied or waived by the Party for whose benefit such conditions precedent exist (except with respect to those conditions which by their terms are to be satisfied at Closing), but in no event will the Closing occur later than [**outside date TBD**]², or such later date as the Parties may mutually agree to in writing or as extended pursuant to Section 6.10 hereof (the “*Termination Date*”). The date of Closing is hereinafter called the “*Closing Date*.” The Closing shall be effective for all purposes as of 12:00:01 a.m. Central Time, on the Closing Date (the “*Effective Time*”). Each Party may rely on each document sent electronically as an original, each Party agrees to provide signed originals of such documents to the other Parties hereto, as applicable, as soon as reasonably possible following the Closing.

Section 3.2 Purchase Price. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, in consideration of the aforesaid sale, assignment, conveyance, transfer and delivery of the Acquired Assets and entry into the Ancillary Agreements and in addition the assumption of the Assumed Liabilities, Buyer will pay to or for the benefit of Seller in accordance with Section 3.3 the aggregate amount of (i) two hundred forty-five million dollars (\$245,000,000) paid in the manner set forth in Section 3.3 below (the “*Base Purchase Price*”), plus (ii) the Additional Purchase Price, if any, payable pursuant to Section 3.4 (clauses (i) and (ii) together, the “*Purchase Price*”), plus or minus any adjustments to the Purchase Price pursuant to the terms and conditions set forth in this Agreement, including pursuant to Section 3.5.

Section 3.3 Payment of Base Purchase Price; Transaction Expenses.

² Note to Draft: To be determined.

(a) At Closing, Buyer will, subject to Section 3.3(b) below, and in accordance with the Funds Flow Statement, (i) pay or cause to be paid to Seller forty-three million dollars (\$43,000,000) by wire transfer of immediately available funds to an account designated by Seller, less the Escrowed Purchase Price Amount to be delivered to the Escrow Agent by wire transfer of immediately available funds and released to Seller in accordance with the Escrow Agreement, and (ii) deliver to Seller a promissory note in the original principal amount of two hundred two million dollars (\$202,000,000), in the form attached hereto as Exhibit E (the “**Promissory Note**”), issued in the name of, and payable to, Seller, which shall be payable in equal installments in accordance with the terms set forth therein, with the first installment to be paid on the first anniversary of the Closing Date, which shall accrue interest at an annual interest rate of 3.3%, and which shall rank *pari passu* with Buyer’s existing creditor evidenced by that certain amendment to the Deed of Trust and Security Agreement, dated July 28, 2015, between Buyer and CoBank, ACB, in the form attached hereto as Exhibit F (the “**Security Agreement Amendment**”).

(b) At the Closing, Buyer shall deliver the Escrowed Purchase Price Amount to the Escrow Agent to be held by the Escrow Agent pursuant to the terms of the Escrow Agreement. On the third Business Day following:

(i) June 30, 2020 (the “**First Escrow Release Date**”), Escrow Agent will distribute to Seller that portion of the Escrowed Purchase Price Amount, if any, that is greater than the sum of (A) \$7,500,000, plus (B) aggregate amount of claims outstanding at such time for indemnification under Section 8.1(b) or for which Buyer is otherwise entitled to recover under the Escrow Agreement (each, an “**Unresolved Claim**”);

(ii) June 30, 2021 (the “**Second Escrow Release Date**”), Escrow Agent will distribute to Seller that portion of the Escrowed Purchase Price Amount, if any, that is greater than the sum of (A) \$4,000,000, plus (B) the aggregate amount of Unresolved Claims outstanding at such time; and

(iii) June 30, 2022 (the “**Final Escrow Release Date**”), Escrow Agent will distribute to Seller the remaining balance of the Escrowed Purchase Price Amount, less the aggregate amount of Unresolved Claims outstanding at such time.

(c) From time to time, promptly after final resolution of any Unresolved Claim, if any, Seller and Buyer will instruct the Escrow Agent to disburse to Seller or Buyer, as the case may be, amounts held by the Escrow Agent in respect of such Unresolved Claim. At such date after the Final Escrow Release Date as no Unresolved Claims exist unpaid, Buyer and Seller will jointly instruct the Escrow Agent to disburse any remaining Escrowed Purchase Price Amount to Seller. The fees and expenses of the Escrow Agent shall be borne one hundred percent (100%) by Buyer as part of Transaction Expenses.

Section 3.4 Additional Purchase Price. Within ten (10) Business Days after Buyer receives evidence that Seller has elected to, and has terminated the MED Defined Benefits Plan in accordance with Section 6.19, Buyer shall pay or cause to be paid to Seller an amount equal to the Pension Termination Costs, subject to Seller providing reasonably appropriate documentation thereof to Buyer, which shall be treated as an increase to the Base Purchase Price for the Transaction (the “**Additional Purchase Price**”).

Section 3.5 Selected Accounts Adjustment.

(a) Within thirty (30) days after the Closing Date, Seller shall prepare and deliver to Buyer a calculation of the Selected Accounts Amount as of the [end of the day immediately prior to the] Closing Date (the “***Selected Accounts Amount Statement***”). Buyer shall provide Seller and its accountants with timely access, during normal business hours, to the relevant books and records of MED reasonably necessary for Seller to prepare the Selected Accounts Amount Statement. The Selected Accounts Amount set forth on the Selected Accounts Amount Statement delivered by Seller hereunder shall be deemed final and binding on the Parties unless, within sixty (60) days after the delivery of the Selected Accounts Amount Statement, Buyer delivers to Seller, in good faith, a written notice of objection (“***Objection Notice***”), setting forth in reasonable detail any item or amount in the Selected Accounts Amount Statement to which Buyer is objecting, its reasonable basis for each such disputed item, and Buyer’s alternative calculations of the Selected Accounts Amount. If Buyer timely delivers an Objection Notice, Seller and Buyer shall use their commercially reasonable and good faith efforts, during the thirty (30) days following Buyer’s delivery of such Objection Notice, to cooperate with one another, including providing the other Party with the relevant information used to prepare the Selected Accounts Amount or any Objection Notice thereto to promptly resolve any disputed items in the Objection Notice. Any disputed items that are resolved by the Parties during the thirty (30) day resolution period shall be evidenced by a written agreement signed by the Parties, and shall be final and binding on the Parties. If the Parties do not fully resolve such dispute within thirty (30) days after the Objection Notice, the Parties may by mutual agreement extend such resolution period, or shall appoint an independent accounting firm (with the cost of such independent accounting firm to be borne equally by the Parties) to review the remaining disputed items set forth in the Objection Notice and determine the appropriate adjustment to the Purchase Price, if any, within thirty (30) days after such appointment, which findings shall be final and binding and conclusive on the Parties hereto. Any independent accounting firm shall act as an expert and not as an arbitrator and shall make findings only with respect to the remaining disputes so submitted to it (and not by independent review).

(b) Upon final determination of the Selected Accounts Amount, if the Selected Accounts Amount, as finally determined pursuant to this Section 3.5, exceeds the Target Selected Accounts Amount by greater than five percent (5%), then, within five Business Days following such final determination, Buyer will pay to Seller an amount equal to such excess by wire transfer of immediately available funds, and if the Selected Accounts Amount, as finally determined pursuant to this Section 3.5, is less than the Target Selected Accounts Amount by greater than five percent (5%), then Buyer may elect, in its sole discretion, to (A) request that Seller cause to be paid to Buyer an amount equal to the shortfall by wire transfer of immediately available funds to a bank account designated in writing by Buyer (which amount shall be paid within five Business Days following such election), or (B) collect such shortfall amount out of the Escrowed Purchase Price Amount pursuant to the Escrow Agreement. In the event the Selected Accounts Amount, as finally determined pursuant to this Section 3.5, does not exceed the Target Selected Accounts Amount by greater than five percent (5%), and is not more than five percent (5%) less than the Target Selected Accounts Amount, no adjustments shall be made to the Purchase Price under this Section 3.5.

Section 3.6 Deliverables by Seller. At the Closing, Seller will deliver, or cause to be delivered, the following to Buyer:

(a) Deeds for the Acquired Land In Fee, duly executed by Seller, in recordable form and a form reasonably acceptable to Buyer and its title company;

(b) Upon the request of Buyer, one or more quitclaim deed(s) for any of the Acquired Land In Fee, duly executed by Seller, in recordable form and a form reasonably acceptable to Buyer and its title company, conveying to Buyer such applicable Acquired Land In Fee by the as-surveyed legal description set forth in any Survey obtained by Buyer.³

(c) The Assignment and Assumption of Easements, duly executed by Seller;

(d) Documentary evidence of satisfaction and release of (i) all Encumbrances, other than Permitted Encumbrances, on the Acquired Assets, and (ii) all Encumbrances, other than Permitted Encumbrances, on the Acquired Land In Fee, arising after the effective date of the Title Commitments (or other action to permit the issuance of a title policy to Buyer without regard to such Encumbrances), in each case, in form and substance reasonably satisfactory to Buyer;

(e) A standard and customary owner/seller affidavit and indemnity (with gap indemnity) in the form reasonably required by Buyer's title company and which will cause said title company to remove the so-called "standard exceptions" from Buyer's final title policy issued at Closing with respect to the Acquired Land in Fee;

(f) Such instruments or documents as are necessary, or reasonably required by Buyer and Buyer's title company, to evidence the status and capacity of Seller and the authority of the person or persons who are executing the various documents in connection with the purchase and sale of Seller's interest in the Real Property;

(g) The Lease Agreement, duly executed by Seller;

(h) The Pole Attachment Agreement, duly executed by Seller;

(i) The Bill of Sale, duly executed by Seller;

(j) The Assignment and Assumption Agreement, duly executed by Seller;

(k) Copies of any and all Governmental Authority and other third party consents, waivers or approvals obtained by Seller with respect to the transfer of the Acquired Assets to Buyer, or the consummation of the Transaction, set forth on Schedule 4.3;

(l) All other Ancillary Agreements, duly executed by Seller, as applicable;

³ Note to Draft: Certain properties have legal description issues in the vesting deed – a quitclaim deed of the survey legal along with a SWD for the vesting legal will allow Buyer to obtain title insurance of the as-surveyed legal description.

(m) A certificate of the City Recorder of Seller certifying as to (1) the written resolutions duly adopted by the Council, signed by the Mayor of Seller and attested to by the City Recorder approving the Transaction, this Agreement, the Ancillary Agreements and the consummation of the Transactions contemplated hereby and thereby (including the execution, delivery and performance hereof and thereof); and (2) the incumbency of such Persons authorized to execute and deliver this Agreement, the Ancillary Agreements and any other instruments contemplated hereby or thereby;

(n) To the extent available, originals of the Assumed Contracts, the Transferred Employee Records and the Transferable Permits and, if not available, true and correct copies thereof;

(o) A determination letter, termination or assignment agreement in a form and substance satisfactory to Buyer and duly executed by TVA, pursuant to which the Seller-TVA Contract shall be (i) terminated and of no further force or effect as of the Closing Date, including any Seller obligations in respect of stranded costs or (ii) assigned to Buyer, as applicable;

(p) The opinion of Bradley Arant Boult Cummings LLP, special counsel to Seller, addressed to the Buyer and dated as of the Closing Date, attached hereto as Exhibit G;

(q) The opinion of Adam Tucker, Esq., counsel to the Seller, addressed to Seller, addressed to the Buyer and dated as of the Closing Date, in the form attached hereto as Exhibit H;

(r) The execution and delivery of a license agreement between Seller and Buyer, in the form attached hereto as Exhibit I (the “*License Agreement*”);

(s) A Funds Flow Statement in a form reasonably acceptable to Buyer;

(t) The Seller Closing Certificate;

(u) Evidence in a form reasonably satisfactory to Buyer that any tax equivalent payment or any other similar obligation of MED to any Governmental Authority for all periods prior to the Closing Date has been fully satisfied;

(v) The escrow agreement, duly executed by Seller in the form attached hereto as Exhibit J (the “*Escrow Agreement*”);

(w) The Security Agreement Amendment;

(x) Certificates of endorsement or other evidence, in form and substance reasonably satisfactory to Buyer, of the Tail Policies contemplated by Section 6.23; and

(y) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary or desirable to transfer to Buyer Seller’s interest in the Acquired Assets and assumption by Buyer of the Assumed Liabilities in accordance with this Agreement and to perform its obligations hereunder.

Section 3.7 Deliverables by Buyer. At the Closing, Buyer will deliver, or cause to be delivered, the following to Seller:

(a) The Base Purchase Price payable pursuant to Section 3.3, as adjusted pursuant to this Agreement;

(b) The Bill of Sale, duly executed by Buyer;

(c) The Assignment and Assumption Agreement, duly executed by Buyer;

(d) The Assignment and Assumption of Easements, duly executed by Buyer;

(e) The Lease Agreement, duly executed by Buyer;

(f) The License Agreement, duly executed by Buyer;

(g) The Pole Attachment Agreement, duly executed by Buyer;

(h) The Escrow Agreement, duly executed by Buyer;

(i) All other Ancillary Agreements to which Buyer is a party, duly executed by Buyer and in recordable form, where applicable;

(j) A certificate of the Secretary or any Assistant Secretary of Buyer certifying as to (1) the resolutions adopted by Buyer's board of directors approving the Transaction, this Agreement, and the consummation of the Transactions contemplated hereby and thereby (including the execution and delivery hereof and thereof); and (2) the incumbency of the officers of Buyer authorized to execute and deliver this Agreement, the Ancillary Agreements and any other instruments contemplated hereby or thereby;

(k) A certificate of existence and good standing with respect to Buyer, issued by the Secretary of State of the State of Tennessee;

(l) The Buyer Closing Certificate;

(m) The Security Agreement Amendment; and

(n) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary or desirable to transfer to Buyer Seller's interest in the Acquired Assets and assumption by Buyer of the Assumed Liabilities in accordance with this Agreement and the Ancillary Agreements and to perform its obligations hereunder.

Section 3.8 Non-Assignable Contracts and Liabilities. To the extent that the sale, assignment, transfer, or delivery, or attempted sale, assignment, transfer, or delivery, to Buyer of any Assumed Contract or assumption or attempted assumption of an Assumed Liability (i) is not assignable or transferable; (ii) would otherwise require the consent, authorization, approval or waiver of a third party (including any Governmental Authority) and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing; or (iii) any such sale,

assignment, transfer or delivery would otherwise constitute a breach or other contravention of any Assumed Contract or Assumed Liability, this Agreement shall not constitute a sale, assignment, transfer, or delivery, or attempted sale, assignment, transfer, or delivery, or assumption, or attempted assumption, thereof and, subject to the satisfaction or waiver of the other conditions contained in Article 7, the Closing shall occur notwithstanding the failure to obtain the necessary consent, authorization, approval or waiver of the applicable third party; provided, that the foregoing shall not limit or affect the representations and warranties of Seller contained in Article 4. If any consent, authorization, approval or waiver is not obtained prior to Closing, Buyer and Seller shall use Commercially Reasonable Efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting), at Buyer's cost and expense subject to the limitations set forth in Section 6.3, to provide to the Parties the economic and operational equivalent, to the extent permitted by applicable Law, of the assignment to Buyer of such Assumed Contract or Assumed Liability, and Buyer's assumption of such Assumed Contract or Assumed Liability effective as of the Effective Time and the performance by Buyer of its obligations with respect thereto. Following the Closing, Seller and Buyer shall use Commercially Reasonable Efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver to the assignment or assumption of any such Assumed Contract or Assumed Liability. Seller shall enforce (at the direction and expense of Buyer) for the benefit of Buyer, any and all rights of the Seller against any third party with respect to any Assumed Contract or Assumed Liability not otherwise sold, transferred, assumed and delivered to Buyer under this Agreement (including, as applicable, the right to terminate any such Assumed Contract or Assumed Liability or the right to pursue any actions necessary to enforce Seller's rights under any such Assumed Contract or Assumed Liability).

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 4.1 Organization. Seller is a duly created and validly existing municipal corporation under the Constitution and laws of the State of Tennessee and has all requisite power and authority to own, lease, and operate its properties, including the Acquired Assets, and to carry on its business as it is now being conducted, including the Business of MED Electric Utility.

Section 4.2 Authority of Seller. Except as set forth on Schedule 4.2, Seller has full power and authority to execute, deliver and perform this Agreement and the Ancillary Agreements and to consummate the Transactions. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the Transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement and the Ancillary Agreements or to consummate the Transactions contemplated hereby or thereby. This Agreement has been, and the other Ancillary Agreements delivered by Seller at or before Closing shall be, duly and validly executed and delivered by Seller. Assuming the due authorization, execution and delivery thereof by Buyer, this Agreement constitutes, and, assuming the due authorization, execution and delivery thereof by Buyer, the

Ancillary Agreements delivered by Seller at Closing shall constitute, the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 4.3 Consents and Approvals; No Violation. Except as set forth on Schedule 4.3, the execution, delivery and performance of this Agreement and the Ancillary Agreements by Seller and the consummation by Seller of the Transactions will not:

- (a) conflict with or result in the breach or violation of any provision of the charter or other organizational or governing documents of Seller;
- (b) require any consent or other action by any Person, or result in a breach or default (or give rise to any right of amendment, termination, cancellation or acceleration or result in any loss of rights), under any Contract with respect to the Business of the MED Electric Utility to which Seller is a party or by which Seller or any of the Acquired Assets may be bound;
- (c) conflict with or violate any Law of, or applicable to, Seller in any material respect;
- (d) result in the imposition or creation of an Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets; or
- (e) require consent, approval or authorization of, or registration declaration or filing with, or notice to, any Governmental Authority.

Section 4.4 Reports. Seller has filed or caused to be filed with the applicable Governmental Authority (including NERC, OSHA and other national and regional electric reliability organizations), as the case may be, all material forms, statements, reports and documents (including all exhibits, amendments and supplements thereto) required to be filed by Seller with respect to the Acquired Assets or the Business of the MED Electric Utility under applicable Law, as set forth in Schedule 4.4. To the Knowledge of Seller, all such filings complied in all material respects with all applicable requirements therefor in effect on the date each such form, statement, report and document was filed.

Section 4.5 Financial Information; Undisclosed Liabilities; Indebtedness .

(a) Schedule 4.5(a) sets forth true, complete and correct copies of (i) the audited financial statements of MED for the fiscal years ended as of June 30, 2018, June 30, 2017, and June 30, 2016, respectively, and the balance sheet and related statements of revenues, expenses and changes in net fund position, and statements of cash flows of MED as of and for the fiscal years then ended, including in each case the notes thereto, together with the report of the independent certified public accounting firm set forth therein; and (ii) the unaudited balance sheet of MED as of October 31, 2019 and the related statements of revenues, expenses and changes in net fund position, and statements of cash flows of MED for the three (3)-month period then ended, and the interim financial statements delivered pursuant to Section 6.20 (collectively, the "**Financial Statements**"). The Financial Statements (A) have been derived from, and are in

accordance with, the books and other financial records of the Seller (which are true and correct in all material respects and reflect only actual and valid transactions); (B) have been prepared in accordance with the Seller's historical accounting principles, policies and methodologies applied consistently with MED's Past Practices; and (C) present fairly and accurately, in all material respects, the financial condition, results of operations and cash flows of MED as of the dates thereof or for the periods covered thereby. Neither MED nor Seller has received any written, or to the Knowledge of Seller, any other notice of any fraud that involves any MED Employee or that would, or would reasonably be likely to, render ineffective the design and operation of Seller's internal controls over accounting or financial reporting required by applicable Law or Governmental Authority.

(b) Except as set forth in Schedule 4.5(b), the Acquired Assets are not subject to any Liabilities that would be required to be disclosed on a balance sheet prepared in accordance with GAAP, other than (i) the Liabilities that are reflected in the "Electric Utility" portion of the Seller's comprehensive annual financial report for 2019 as of June 30, 2019, as set forth on Schedule 4.5(a), including the notes thereto, and (ii) other Liabilities that (A) have been incurred in the ordinary course of the Business of MED Electric Utility since June 30, 2019 and (B) are not, individually or in the aggregate, material to the Business of MED Electric Utility. Since January 1, 2019, no Material Adverse Effect has occurred, and, to the Knowledge of the Seller, no event has occurred or circumstance exists that may be reasonably expected to result in a Material Adverse Effect.

(c) Schedule 4.5(c) sets forth a true, complete and correct list of (A) the holders of all Indebtedness of MED with respect to the Business of MED Electric Utility or otherwise secured by the Acquired Assets and (B) the amount of Indebtedness owed to each such holder as of the date hereof. All such Indebtedness of Seller may be prepaid at or prior to the Closing without penalty under the terms of the Contracts governing such Indebtedness.

(d) All accounts receivable that are reflected in the Financial Statements represent or will represent valid obligations arising from sales actually made or services actually performed by MED in the ordinary course of the Business of MED Electric Utility in accordance with MED's Past Practices. Except to the extent paid prior to the Closing, such accounts receivable are or will be as of the Closing current and collectible net of the respective reserves shown in the Financial Statements (which reserves are adequate and calculated consistent with MED's Past Practices). To Seller's Knowledge, subject to such reserves, each of such accounts receivable either has been or will be collected in full, without any setoff, within ninety (90) days after the day on which it first becomes due and payable. To Seller's Knowledge, there is no contest, claim, defense or right of setoff under any Contract with any account debtor of an account receivable relating to the amount or validity of such account receivable. The accounts receivable reflected on the October 31, 2019 Financial Statements and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by MED involving the sale of goods or the rendering of services in the ordinary course of the Business of MED Electric Utility in accordance with MED's Past Practices; and (b) to Seller's Knowledge, constitute only valid, undisputed claims of MED not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with MED's Past Practices.

(e) All accounts payable of MED reflected in the Financial Statements arose in bona fide arms' length transactions in the ordinary course of the Business of MED Electric Utility in accordance with MED's Past Practices and no account payable is delinquent. Since October 31, 2019, MED has paid its accounts payable in the ordinary course and in a manner which is consistent with MED's Past Practices. As of the date hereof, to Seller's Knowledge, MED has no account payable to any Person (other than accounts payable in the ordinary course of the Business of MED Electric Utility which are not material in the aggregate) which is an employee of Seller (other than any Transferred Employee) or to any member of the Council or any Affiliate or family member thereof.

Section 4.6 Real Property, Title and Related Matters.

(a) Schedule 4.6(a)(i) sets forth a true, complete and accurate list of the Real Property, including each Real Property Instrument and any leasehold interest in Real Property leased, subleased or licensed by, or for which a right to use, occupy, or otherwise hold (whether or not occupied by Seller) has been granted to, or by Seller that is necessary in the conduct of, and used, occupied or held in connection with, the Business of MED Electric Utility. Seller has good and marketable or insurable fee simple title to the Acquired Land in Fee, free and clear of all Encumbrances other than the Permitted Encumbrances, and Seller has good and marketable title to all other Real Property, free and clear of all Encumbrances created by, through or under Seller other than the Permitted Encumbrances. Exhibit K lists the correct street address and tax parcel number, if applicable, of each parcel of Acquired Land in Fee. With respect to Acquired Land in Fee, Seller has delivered or made available to Buyer true, complete and correct copies of the deeds and other instruments (as recorded) by which Seller acquired such Acquired Land in Fee and copies of all title insurance policies, opinions, abstracts and Surveys in the possession of Seller and relating to such Acquired Land in Fee. Schedule 4.6(a)(ii) contains a list of all Encumbrances (other than Permitted Encumbrances) relating to or affecting the Acquired Assets (including the Real Property) for which Seller will secure a release or satisfaction before Closing.

(b) Except as set forth on Schedule 4.6(b), Seller has good and valid title to each Acquired Asset constituting tangible personal property or a fixture free and clear of all Encumbrances, except Permitted Encumbrances. Except as set forth on Schedule 4.6(b), there are no outstanding rights, options, agreements or other commitments giving any Person any current or future right to require Seller or, following the Closing, Buyer, to sell or transfer to such Person or to any third Person any interest in any of the Acquired Assets that are material to the Business of the MED Electrical Utility. There are no pending, or to the Knowledge of Seller, threatened, claims or proceedings against Seller that any of the Acquired Assets encroach or trespass on the rights of another Person. No Acquired Land in Fee is part of a larger tract of land owned by Seller, is otherwise included under any unity of title or similar covenant with other lands, is part of a larger tax parcel, and each Acquired Land in Fee has its own separate real estate tax parcel(s).

(c) The Real Property and the MED Office and Storage Yard covered by the Lease Agreement constitute all of the real property owned, leased, subleased, licensed, used, operated, occupied or otherwise held (whether or not occupied, and including any leases or other occupancy agreements assigned or leased premises sublet for which Seller remains liable) by Seller that is currently used, necessary or desirable in the conduct of the Business of the MED Electric Utility. Seller makes no representation or warranty as to the status of title to any Real Property,

except as otherwise set forth in this Agreement or in the Deed(s), and except that Seller has no Knowledge of any failure of its title to any Real Property evidenced by a recorded instrument that would prevent its continued operation of the Business of the MED Electric Utility in accordance with MED's Past Practices.

(d) No parcel of Acquired Land in Fee has been abandoned or leased by Seller to a third party and each such parcel is in the possession of, under the control of, or beneficially used by Seller in connection with the Business of the MED Electric Utility. There are no parties in possession of the Acquired Land in Fee other than Seller, and none of the other Real Property that relates to the Business of the MED Electric Utility have been assigned, subleased, transferred or conveyed, in whole or in part. To Seller's Knowledge, each Real Property Instrument is valid, legally binding, enforceable and in full force and effect in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). There is no default (or, to Seller's Knowledge, any event which would, with the passage of time or the giving of notice or both, constitute a default) by Seller under any Real Property Instrument. To Seller's Knowledge, no other party to any Real Property Instrument is in breach of or default under the terms of any such Real Property Instrument.

(e) Except as disclosed in Schedule 4.6(e), there are no pending or, to Seller's Knowledge, threatened or contemplated proceedings in eminent domain, expropriation, requisition (temporary or permanent) or similar proceedings or any rezoning proceedings, which would or could reasonably be expected to result in a taking or rezoning of any Real Property that would prevent the continued operation of the Business of the MED Electric Utility in accordance with MED's Past Practices.

(f) Seller has not received any notice of, and Seller has no Knowledge of, any violation of applicable Laws with respect to any Real Property or any violations on the Real Property or any portion thereof of any covenants, conditions, restrictions or other Encumbrances applicable thereto.

(g) Except for amounts payable or receivable as set forth in Schedule 4.6(g), there are no other rents, fees, royalties, water or sewer charges, Taxes or assessments or other amounts payable or receivable by Seller in connection with any Real Property or any tenancies, licenses, occupancies or co-tenancies related to any Real Property or any improvements thereon that are Acquired Assets.

(h) Except as set forth on Schedule 4.6(h), there are no commitments or agreements with any Governmental Authority or public or private utility to grant any rights to use any portion of the Real Property without compensation.

(i) To Seller's Knowledge, each Real Property (i) is adequate and suitable for its present and intended uses, and is in good condition and repair, normal wear and tear excepted and (ii) is not in need of maintenance or repairs except for ordinary and routine maintenance and repairs that are not material in nature or cost.

(j) To Seller's Knowledge, there is no fact or condition existing which could result in the termination or reduction of the current access from any Real Property or to the existing highway and/or roads that provide access thereto.

Section 4.7 Operability; Condition of the MED Electric Utility; Sufficiency of Acquired Assets.

(a) Except for the Excluded Assets, the Acquired Assets constitute all of the material assets, property and rights used in the Business of the MED Electric Utility on the Effective Date and, except as disclosed in Schedule 4.7(a), the Acquired Assets are in a condition sufficient to operate the Business of MED Electric Utility consistent with MED's Past Practices.

(b) To Seller's Knowledge, no material Acquired Asset is in need of any material repair or replacement except (i) as disclosed in Schedule 4.7(a), as may be set forth in any MED capital expenditure budget and maintenance plan, (ii) normal wear and tear, and (iii) routine repairs or replacements in the ordinary course consistent with MED's Past Practices.

(c) To Seller's Knowledge, MED has performed all regular preventative maintenance and inspections of the Acquired Assets during the last twelve (12) months in the ordinary course of the Business of MED Electric Utility in accordance with MED's Past Practices and as may be required by applicable Law or any Governmental Authority.

Section 4.8 Insurance. Schedule 4.8 sets forth a true, correct and complete list of all insurance policies of property damage, fire, liability, workers' compensation and other forms of insurance relating (but not necessarily exclusively) to the Acquired Assets, including a list identifying the named insureds, the holder of each policy, and the applicable carrier or carriers. Such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Effective Date have been paid, and no written notice of cancellation, non-renewal or termination has been received by Seller with respect to any such policy which was not replaced by a policy or policy having substantially similar coverages prior to the date of such cancellation. All required notices have been sent to insurers to preserve all material claims under the aforementioned insurance policies.

Section 4.9 Environmental Matters. Except as disclosed in Schedule 4.9:

(a) Seller has obtained and holds all Environmental Permits required under applicable Environmental Law with respect or relating to the Real Property or the Business of the MED Electric Utility. Each such Environmental Permit is in full force and effect and Seller is, and at all times in the five (5) years prior to the Closing Date has been, in compliance with all of its obligations thereunder. There are no proceedings pending or, to Seller's Knowledge, threatened that would reasonably be expected to result in the revocation, termination, suspension, modification or amendment of any such Environmental Permit, and Seller has not failed to make in a timely fashion any application or other filing required for the renewal of any such Environmental Permit which failure would reasonably be expected to result in any Environmental Permit being revoked, terminated, suspended or adversely modified. No such Environmental Permit will terminate or be subject to termination or revocation as a result of the Transactions contemplated by this Agreement;

(b) Seller is, and at all times in the five (5) years prior to the Closing has been, in compliance with all requirements of applicable Environmental Law in all material respects, and Seller has not within the last three (3) years received any written notice from any Governmental Authority that the Real Property or the Business of the MED Electric Utility are not or have not been in compliance with, any Environmental Law or any Environmental Permit. No material capital expenditure is required for the Acquired Land in Fee or the MED Office and Storage Yard as currently used or the Business of the MED Electric Utility as currently conducted to achieve or remain in compliance with any applicable Environmental Law in all material respects;

(c) There are no Environmental Claims pending or, to Seller's Knowledge, threatened against Seller with respect or relating to the Acquired Land in Fee, the MED Office and Storage Yard or the Business of the MED Electric Utility. Seller does not have Knowledge of any facts or circumstances that would reasonably be expected to result in any Environmental Claim with respect or relating to the Acquired Land in Fee, the MED Office and Storage Yard or the Business of the MED Electric Utility;

(d) No Releases of Hazardous Substances have occurred at, from, on or under, and no Hazardous Substances are present on or migrating from, any of the Acquired Land in Fee or the MED Office and Storage Yard and, to Seller's Knowledge, no Releases of Hazardous Substances have occurred at, from, on or under, and no Hazardous Substances are present on or migrating from any of the other Real Property. In addition, there have been no Releases of Hazardous Substances by the Seller at any location that would reasonably be expected to give rise to an Environmental Claim against Seller or require any Remediation.

(e) None of the Acquired Land in Fee, the MED Office and Storage Yard or, to Seller's Knowledge, any other Real Property is an Environmental Clean-up Site. Seller has not transported or arranged for treatment, storage, handling, disposal or transportation of any Hazardous Substances at or to any location which is an Environmental Clean-up Site;

(f) There are no underground storage tanks, active or abandoned, or polychlorinated-biphenyl-containing equipment, located at, on, or under the Acquired Land in Fee or the MED Office and Storage Yard or used in connection with the Business of the MED Electric Utility;

(g) (i) There are no Encumbrances (other than Permitted Encumbrances) arising under or pursuant to any Environmental Law with respect to the Acquired Land In Fee or the Business of the MED Electric Utility, and (ii) Seller does not have Knowledge of any facts, circumstances or conditions that would reasonably be expected to result in any Encumbrance (other than Permitted Encumbrances) arising under or pursuant to any Environmental Law with respect to the Acquired Land In Fee or relating to the Business of the MED Electric Utility;

(h) During the past five (5) years, there have been no environmental audits or assessments with respect or relating to the Acquired Land in Fee, the MED Office and Storage Yard or the Business of the MED Electric Utility that are in the possession or control of Seller which have not been made available to Buyer prior to the execution of this Agreement;

(i) During the past five (5) years, there have been no claims by Seller against comprehensive general liability or excess insurance carriers for any Loss resulting from, relating to or arising from Environmental Claims (i) with respect to the Real Property or (ii) relating to the Business of the MED Electric Utility; and

(j) Seller makes no representations or warranties in respect of Environmental matters in any section of this Agreement other than this Section 4.9 and as otherwise set forth in the Lease Agreement with respect to the MED Office and Storage Yard.

Section 4.10 Labor Matters.

(a) Seller is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws relating to employment and employment practices, including the terms and conditions of employment, termination of employment, hiring practices and procedures, immigration and employment verification matters, workplace health and safety, workers' compensation, wages and hours (including minimum wage and overtime payments) and worker classification.

(b) Except as set forth on Schedule 4.10, Seller is not, and during the last ten (10) years has not been, a party to or otherwise bound by any collective bargaining agreement or other agreement with a labor union or equivalent organization. To the Knowledge of Seller, there is no organizational campaign or other effort to cause a labor union or equivalent organization to be recognized or certified as a representative on behalf of the MED Employees in dealing with Seller. There is no pending or, to Seller's Knowledge, threatened labor strike, labor dispute or work stoppage involving the MED Employees.

(c) Schedule 4.10(c) sets forth, as of the Effective Date, a true, complete and correct list of the following information with respect to each MED Employee (i) name; (ii) title or position held; (iii) hire date; (iv) date of birth; (v) total length of time employed or in service with Seller, including any prior service credit; (vi) classification as exempt or non-exempt; (vii) status as full- or part-time; (viii) current annual salary or hourly rate; (ix) accrued bonuses, if any, and any deferred compensation as of the date hereof; and (x) accrued but unused vacation, sick leave and other paid-time off entitlements as of the date hereof (such benefits under the foregoing clause (x), the "***Accrued PTO***"). No Med Employee is party to any employment agreement or other contract related to their employment; provided that, for clarity, all MED Employees may be entitled to due process rights provided to such employees pursuant to applicable provisions of Seller's charter documents. Except as set forth on Schedule 4.10(c), no MED Employee (x) is on a paid or unpaid medical, disability, family or other leave of absence (including "lay-off status") and who has a right of reinstatement, or (y) has given written notice of termination of his or her employment or engagement.

(d) Seller has not, within the past three (3) years, received any "cease and desist" letter or similar written communication alleging that any MED Employee is, and to the Knowledge of Seller, no MED Employee is, performing any job duties or engaging in other activities on behalf of Seller that would violate any employment, non-competition, non-solicitation, non-disclosure or other similar agreement between such individual and any former employer or any applicable Law.

Section 4.11 ERISA; Benefit Plans.

(a) Schedule 4.11(a) lists (as of the Effective Date) all Benefit Plans, including, but not limited to, the MED Defined Benefit Plan, covering any MED Employee, or maintained, administered or with respect to which contributions are made, by Seller in respect of MED Employees or under which Seller has any other obligations or Liabilities with regard to the MED Employees (“**MED Benefit Plans**”). Seller has delivered to Buyer true, correct and complete copies of: (i) all documents embodying each MED Benefit Plan, including all amendments thereto and all related trust documents, administrative service agreements, group annuity contracts, group insurance contracts, and policies pertaining to fiduciary liability insurance covering the fiduciaries for each MED Benefit Plan; (ii) the most recent annual actuarial valuations, if any, prepared for each MED Benefit Plan; (iii) the three (3) most recent annual reports all schedules and financial statements attached thereto, if any, required under applicable Law in connection with each MED Benefit Plan; (iv) if the MED Benefit Plan is funded, the most recent annual and periodic accounting of its assets; (v) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, required with respect to each MED Benefit Plan; (vi) all IRS determination, opinion, notification and advisory letters with respect to each MED Benefit Plan, as applicable; (vii) all material communications to any employee or employees in the past three (3) years relating to any MED Benefit Plan, in each case, relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events; (viii) all correspondence to or from any Governmental Authority relating to any MED Benefit Plan (other than routine correspondence that is not expected to result in Liability); (ix) all model COBRA forms and related notices (or such forms and notices as required under comparable Law), forms of HIPAA notices and business associate agreements; and (x) nondiscrimination, coverage and any other applicable testing performed with respect to the three (3) most recent plan years for each MED Benefit Plan (as applicable).

(b) All MED Benefit Plans are governmental plans as defined in Section 3(32) of ERISA and are not subject to ERISA.

(c) Each MED Benefit Plan and related trust agreement, annuity contract or other funding instrument has been established, administered, operated and maintained in accordance with its terms and in compliance with all applicable Laws, in each case, in all material respects. To Seller’s Knowledge, no event has occurred with respect to any MED Benefit Plan that has subjected or would reasonably be expected to subject Seller or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a civil action or material penalty under applicable Law or to material Taxes under Section 4975, 4980 or 4980H of the Code. All benefits, contributions and premiums relating to each MED Benefit Plan have been timely paid in accordance with the terms of such MED Benefit Plan and all applicable Laws and applicable accounting principles, and all benefits accrued under any unfunded MED Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with, all applicable Laws and applicable accounting principles, in each case, in all material respects.

(d) Seller has materially fulfilled its obligations under the applicable funding requirements and filing requirements of all applicable Laws with respect to the MED Benefit Plans, including the Public Employee Defined Benefit Financial Security Act of 2014, and T.C.A. Section

9-3-506 (2015). No MED Benefit Plan is a “multiemployer plan” as defined in Section 3(37) of ERISA and Seller has never participated in or made contributions to a multiemployer plan.

(e) Except for annual increases in base pay and the payment of bonuses in the ordinary course of the Business of the MED Electric Utility, consistent with its past practices, Seller has not made any commitment to increase the Total Compensation for any Transferred Employees above the Total Compensation of such Transferred Employees in effect on the Effective Date, except as required by Law.

(f) Other than as provided in Schedule 4.11(f), and except as required under Sections 601 to 608 of ERISA or other applicable Law, no MED Benefit Plan provides retiree medical benefits to any individual for any reason, and Seller does not have any Liability to provide retiree medical benefits to any individual or ever represented, promised or contracted in writing to any individual that such individual would be provided with retiree medical benefits.

(g) Neither the execution of this Agreement nor the consummation of the Transactions contemplated by this Agreement will, either alone or upon the occurrence of any other event: (i) entitle any current or former employee, officer, manager, director, consultant or contractor of any Seller to any bonus, change in control or similar payment, severance pay, unemployment compensation or any other payment or benefit; (ii) accelerate the time, payment, funding or vesting of any benefit or right, or increase the amount of compensation due to any such individual; (iii) except as required by applicable Law, limit or restrict a right to merge, amend, or terminate any MED Benefit Plan; or (iv) increase the amount payable under or result in any other material obligation pursuant to any MED Benefit Plan.

(h) Each MED Benefit Plan can be amended, terminated or otherwise discontinued in accordance with its terms, without material Liability to Buyer. Seller does not have any commitment or obligation nor has it made any representations to any employee, officer, director, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any MED Benefit Plan or any collective bargaining agreement, in connection with the consummation of the Transactions contemplated by this Agreement or otherwise.

(i) There is no pending or, to Seller’s Knowledge, threatened action relating to a MED Benefit Plan or under workers’ compensation Law (other than routine benefit claims). No MED Benefit Plan has within the three (3) years prior to the Effective Date been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

Section 4.12 Location of Acquired Assets. Except as set forth on Schedule 4.12, and any mobile Acquired Assets in transit or any Acquired Assets under repair, in each case, as of the date hereof, all of the tangible Acquired Assets used in the Business of the MED Electric Utility are located on the Acquired Land In Fee or in the rights of way located in Seller’s Service Territory for the MED Electric Utility or are otherwise easily accessible without any impairment to Seller’s ownership rights, title and interests thereto.

Section 4.13 Contracts.

(a) Schedule 4.13(a) sets forth a complete list of the following Contracts that relate to the Business of the MED Electric Utility (the “*Material Seller Contracts*”):

(i) Contracts for the future purchase, transmission, exchange or sale of electricity, energy, capacity or other energy-related products or ancillary services;

(ii) Contracts for the transmission of electricity or that otherwise relate to the Transmission Assets;

(iii) any warranty Contract with respect to services or equipment used in connection with rendering such services or other equipment or products owned, sold, leased or licensed by Seller;

(iv) Interconnection Contracts;

(v) Contracts (A) for the sale, transfer or other disposition of any Acquired Asset or (B) that grant a right, including rights of first refusal, or option to sell, lease, transfer or otherwise dispose of any Acquired Asset, including any capital lease, other than in each case under clause (A) or (B), any Contract entered into in the ordinary course of the Business of the MED Electric Utility with respect to any Acquired Assets and with a value of less than \$50,000;

(vi) Contracts for the future receipt by MED in connection with any Acquired Assets or services requiring payments in excess of \$50,000 for each individual Contract or \$100,000 in the aggregate for Contracts with the same Person;

(vii) Contracts under which Seller has created, incurred, assumed or guaranteed any outstanding Indebtedness or otherwise creating or granting an Encumbrance (other than Permitted Encumbrance) on the Acquired Assets;

(viii) Contracts with any Governmental Authority (other than standard utility agreements governing services to the Real Property of Seller);

(ix) any Contract pursuant to which Seller holds any rights or interests in any MED Intellectual Property Assets, including any Intellectual Property Licenses except “click-wrap” or “shrink-wrap” agreements or agreements contained in “off-the-shelf” software that is generally commercially available or terms of use or service for any web site or licenses secured for less than \$10,000 annually, or pursuant to which Seller grants any rights or interests in MED Intellectual Property Assets;

(x) any Contract relating to (A) the employment, engagement or termination of any MED Employee or independent contractor or providing for any bonus, deferred compensation, or (B) other payment to be made to any MED Employee or independent contractor as a result of the execution of this Agreement or consummation of the Transactions;

(xi) Attachment Agreements or any Contract granting the right to use, to attach to or of access to, any portion of the Acquired Assets;

(xii) outstanding futures, swap, collar, put, call, floor, cap, option or other Contracts that have underlying value and payment liability driven by or tied to fluctuations in the price of commodities, including electric power, natural gas, fuel oil, other fuel or securities;

(xiii) Contracts that purport to (A) limit MED's freedom to compete in any line of business or in any geographic area, (B) contain any exclusivity, (C) contain any most-favored nation or similar covenant, or (D) limit MED's freedom to solicit or accept business from any Person or solicit employment or hire any Person; and

(xiv) (A) operation, maintenance or management Contracts with any third-party vendor or service provider requiring payments to such third-party vendor or service provider in excess of \$50,000, individually, or \$100,000, in the aggregate, or (B) Contracts relating to the purchase or sale of air pollutant emission allowances or credits.

(b) Except for the Material Seller Contracts, as of the Effective Date, Seller is not a party to any Contract that is material to the ownership or operation of the Acquired Assets or that is material to the Business of the MED Electric Utility.

(c) Each Assumed Contract is in full force and effect and, assuming that each Assumed Contract constitutes a legal, valid and binding obligation of the other parties thereto, constitutes a legal, valid and binding obligation of Seller, is enforceable against Seller and, to the Knowledge of Seller, constitutes a legal, valid and binding obligation of the other parties thereto and is enforceable against the other parties thereto, in each case except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in law or at equity).

(d) There are no breaches, violations or defaults under any Assumed Contract (or any conditions or events which, with notice or lapse of time or both, would constitute a default on the part of Seller, or to the Knowledge of Seller, on the part of any of the other parties thereto), which breaches, violations or defaults, individually or in the aggregate, would be material to the Business of the MED Electric Utility. To Seller's Knowledge, Seller has not received notice from any other party to any Assumed Contract that such other party intends to terminate or fail to renew at the end of its term any such Assumed Contract or materially reduce the level of any goods or services to be provided under any such Assumed Contract.

Section 4.14 Legal Proceedings. Except as set forth on Schedule 4.14, there is no Action before any court, arbitrator or other Governmental Authority is pending or, to the Knowledge of Seller, threatened against Seller or MED which relates to the Business of the MED Electric Utility or the Acquired Assets or the Transactions contemplated by this Agreement and, to Seller's Knowledge, no event has occurred or circumstance exist that would reasonably likely give rise to any such Action. Seller is not a party to or subject to the provisions of any Order or award of any court, arbitrator or other Governmental Authority which may adversely affect the Business of the MED Electric Utility or the Transactions contemplated hereby.

Section 4.15 Non-Environmental Permits; Compliance with Law.

(a) Schedule 4.15(a) sets forth all material Non-Environmental Permits that are necessary to own, lease, operate and use its assets and to carry on and conduct the Business of the MED Electric Utility under applicable Laws. All such Non-Environmental Permits are (i) in full force and effect, (ii) in compliance with all obligations under applicable Law in all material respects, (iii) not subject to any proceedings pending or threatened, nor has Seller or MED received any written notice of any such proceeding that would reasonably be expected to result in the revocation, termination, modification, limitation, withdrawal, amendment or nonrenewal of any of such Non-Environmental Permits, except for any such revocation, termination, modification or amendment as would not affect the Business of the MED Electric Utility in any material respect, and (iv) Seller has not failed to make in a timely fashion any application or other filing required for the renewal of any such Non-Environmental Permit which failure would reasonably be expected to result in any such Non-Environmental Permit being revoked, terminated, suspended or adversely modified, except for any such failure as would not affect the Business of the MED Electric Utility in any material respect. The Acquired Assets and the Business of the MED Electric Utility are in compliance in all material respects with all terms, conditions and provisions of all applicable Laws (excluding from this representation Environmental Laws, Tax Laws and ERISA and COBRA Laws covered elsewhere in this Agreement) and Non-Environmental Permits, and Seller has not, during the three (3) years prior to the Effective Date, received any written notice from any Governmental Authority that Seller is not or has not been in compliance with, any applicable Law (excluding from this representation the Environmental Laws, Tax Laws and ERISA and COBRA Laws covered elsewhere in this Agreement) or any Non-Environmental Permit.

Section 4.16 Intellectual Property.

(a) Schedule 4.16(a) sets forth a complete and accurate list of all MED Intellectual Property Assets. Except as set forth in Schedule 4.16(b)(i), Seller owns all right, title and interest in or has a valid and enforceable right or license to use, all of the MED Intellectual Property Assets free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Except as set forth in Schedule 4.16(b)(ii):

(i) all MED Intellectual Property Assets are in compliance with all Laws (including the payment of any required maintenance fees) and are valid, enforceable and subsisting;

(ii) no claims, or to the Knowledge of Seller, threat of claims, have been asserted in writing or other over communications by any third party against Seller related to the use in the Business of the MED Electric Utility that the MED Intellectual Property Assets or the conduct of the Business of the MED Electric Utility infringes, misappropriates, dilutes or otherwise violates any Intellectual Property rights of any third party;

(iii) the conduct of the Business of the MED Electric Utility has not and currently does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property rights of any third party;

(iv) to the Knowledge of Seller, no third party is infringing, misappropriating, diluting or violating any MED Intellectual Property Assets;

(v) the rights of Seller in the Intellectual Property Licenses are freely assignable to Buyer; and

(vi) the consummation of the Transaction will not result in the loss or impairment of Buyer's rights to own or use any of the MED Intellectual Property Assets or obligate Buyer to pay any royalties or other amounts to any third party in excess of the amounts payable by them prior to the Closing, nor will such consummation require the consent of any third party in respect of any MED Intellectual Property Assets.

(c) Seller has taken all commercially reasonable measures to protect the secrecy, confidentiality and value of MED's confidential information, and, to Seller's Knowledge, such confidential information has not been used, divulged or appropriated by any Person either for the benefit of any Person (other than MED or Seller) or to the detriment of MED.

(d) Seller has not received written notice of any claims or demands of any other Person pertaining to any of the MED Intellectual Property Assets or Licensed Intellectual Property, and no Action is pending or, to Seller's Knowledge, threatened, which challenges the rights of Seller in respect thereof.

(e) Seller has not granted, licensed or sublicensed any of its rights in any MED Intellectual Property Assets, or received or been granted any such rights other than pursuant to the Intellectual Property Licenses.

(f) The material information technology systems, including payment processing systems, currently used in the conduct of the Business of MED Electric Utility (the "**IT Systems**") are reasonably sufficient for the immediate and anticipated needs of the Business of MED Electric Utility as is currently conducted by the Seller. Seller has used its Commercially Reasonable Efforts to safeguard the security of and protect the IT Systems and maintains backup and data recovery systems, disaster recovery and business continuity plans, procedures and facilities, regularly tests the foregoing, and corrects any deficiency in the foregoing revealed by such testing. The IT Systems are configured and maintained to minimize the effects of viruses and, to Seller's Knowledge, do not contain Trojan Horses, spyware, adware, malware, or other malicious code. There have been no material errors, breakdowns, failures, unauthorized intrusions or breaches of the security of the IT Systems since December 31, 2015 that, pursuant to any applicable Law, would require the Seller to notify customers or MED Employees of such breach or intrusion.

(g) MED has: (i) complied in all material respects with its applicable privacy policies and complied in all material respects with all applicable Privacy Laws governing the receipt, collection, use, storage, disposal, processing, sharing, security, disclosure or transfer of any personally identifiable data or information that is possessed by or otherwise subject to the control of MED (collectively, the "**Information**") and bulk commercial faxes and email (including unsolicited communications), and (ii) implemented and maintained measures sufficient to ensure that Seller materially complies with (A) such Privacy Laws, (B) any required notice to or consent from the provider of the Information, (C) any policy adopted by the Seller, (D) any Seller Contract that is applicable to such Information, or (E) any information technology or privacy policy or privacy statement from time to time published or otherwise made available to the providers of the

Information by the Seller to which the Seller was obligated. Except as set forth in Schedule 4.16(g), neither the Seller nor MED has disclosed, transferred or provided access to any Information (including any de-identified Information) collected by MED with any third party service provider or business. The Seller has the right (and upon consummation of the Agreement, Buyer will have the right) to use all of the information in each of its databases in the operation of the business conducted by the Seller consistent with the Seller's rights prior to consummation of the Agreement. Except for disclosures of Information required or authorized by applicable Privacy Law, authorized by the provider of Information or provided for in the Seller's privacy policies, the Seller has not sold, leased or otherwise made available to third parties (other than third party service providers of Seller subject to appropriate confidentiality obligations) any Information and each has utilized commercially reasonable tools and procedures to prevent loss, damage, and unauthorized access, use, disclosure, modification, or other misuse of Information. There has been no loss, damage, or unauthorized access, use, disclosure modification or other misuse of any Information. No claims have been asserted in writing or threatened or are reasonably expected to be asserted or threatened, with respect to any Information. The execution of this Agreement and the consummation of the transactions contemplated thereby do not violate any privacy policy, Seller Contract or applicable Privacy Laws relating to the use, dissemination, or transfer of any Information. For the avoidance of doubt, the term "privacy" as used in this Section 4.16(g) includes the concepts of data protection and data security.

Section 4.17 Service Territory. Except as set forth on Schedule 4.17, the Delivery Point for each Customer purchasing electricity from MED is located within the Service Territory.

Section 4.18 No Brokers. No broker, finder or other Person is entitled to any brokerage fee, commission or finder's fee in connection with the transaction contemplated hereby by reason of any action taken by Seller.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 5.1 Organization; Qualification. Buyer is a non-profit membership cooperative duly organized and validly existing under the Laws of the State of Tennessee and its status is active. Buyer has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted. Buyer has heretofore delivered to Seller complete and correct copies of its articles of incorporation and bylaws as currently in effect.

Section 5.2 Authority of Buyer. Buyer has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the Transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement and the Ancillary Agreements or to consummate the Transactions contemplated hereby or thereby. This Agreement

has been, and the other Ancillary Agreements delivered by Buyer at or before Closing shall be, duly and validly executed and delivered by Buyer. Assuming the due authorization, execution and delivery thereof by Seller, this Agreement constitutes, and, assuming the due authorization, execution and delivery thereof by Seller, the Ancillary Agreements delivered by Buyer at Closing shall constitute, the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect relating to creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law).

Section 5.3 Consents and Approvals; No Violation.

(a) Subject to the receipt of the third-party consents set forth in Schedule 5.3(a) and the Buyer's Required Regulatory Approvals, neither the execution and delivery of this Agreement and the Ancillary Agreements by Buyer nor the consummation by Buyer of the Transactions contemplated hereby or thereby will (i) conflict with or result in any breach of any provision of the articles of incorporation or bylaws of Buyer, (ii) require any consent or other action by any Person, or result in a default (or give rise to any right of termination, cancellation or acceleration), under any of the terms, conditions or provisions of any Contract to which Buyer is a party or by which Buyer or any of its assets may be bound, or (iii) violate any Laws applicable to Buyer.

(b) Except as set forth in Schedule 5.3(b) (the Permits referred to in such Schedule are collectively referred to as the "***Buyer's Required Regulatory Approvals***"), no Permit, consent or Order is necessary for the consummation by Buyer of the Transactions contemplated hereby. Buyer has no Knowledge of any facts or circumstances that make it reasonable to expect that Buyer's Required Regulatory Approvals will not be obtained.

Section 5.4 Availability of Funds. Buyer currently has sufficient funds immediately available to it through corporate funds, credit facilities and access to capital markets to provide sufficient funds to pay that portion of the Base Purchase Price payable at Closing in accordance with Section 3.3 and to enable Buyer to timely perform all of its obligations under this Agreement and the Ancillary Agreements.

Section 5.5 Legal Proceedings. There are no Actions pending or, to Buyer's Knowledge, threatened against Buyer that seek to challenge, enjoin, prohibit, restrain or make illegal the performance of this Agreement or Ancillary Agreements or the consummation of any of the Transactions contemplated hereby or thereby.

Section 5.6 No Brokers. No broker, finder or other Person is entitled to any brokerage fee, commission or finder's fee in connection with the Transactions contemplated hereby by reason of any action taken by Buyer.

Section 5.7 Independent Investigation; As Is. Buyer has conducted its own independent investigation, review and analysis of the Business of the MED Electric Utility and the Acquired Assets. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and the Ancillary Agreements to which it is or will be a party and to consummate the

transactions contemplated hereby and thereby, Buyer has relied solely upon its own investigation and physical inspection of the Acquired Assets and the express representations and warranties of Seller set forth in Article 4 of this Agreement; and (b) neither Seller nor any other Person has made and Seller specifically negates and disclaims any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to Seller, the Business of the MED Electric Utility, the Acquired Assets or this Agreement or any Ancillary Agreement, except as expressly set forth in Article 4 of this Agreement; provided that neither the foregoing nor anything set forth herein, shall be intended to, and shall not, limit any claim by Buyer or any Buyer Indemnitee based on intentional or willful misrepresentation or fraud. Buyer acknowledges and agrees that, except as expressly represented by Seller in Article 4 and in any Ancillary Agreement, the sale of the Acquired Assets is made in an “as is” “where is” condition and basis and with all faults. Without in any way limiting the generality of the foregoing, the sale of the Acquired Assets contemplated hereby is without any warranty of Seller other than Seller’s express warranties in Article 4 of this Agreement, and those warranties expressly set forth in the Ancillary Agreements, and Seller and Seller’s Representatives have made no representations or warranties, they each expressly and specifically disclaim, and Buyer accepts that Seller and Seller’s Representatives have disclaimed, any and all representations, guaranties or warranties, express or implied, or arising by operation of law (other than Seller’s warranties expressly set forth in Article 4 of this Agreement, and those warranties expressly set forth in the Ancillary Agreements), of or relating to: (i) the use, expenses, operation, characteristics or condition of the Acquired Assets, or any portion thereof, including, warranties of suitability, habitability, merchantability, design or fitness for any specific purpose or a particular purpose, or good and workmanlike construction; (ii) the environmental condition of any of the Real Property or contamination by Hazardous Substances, or the compliance of any of the Real Property with any or all regulations or laws relating to health or the Environment, including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, and the Clean Water Act, each as may be amended from time to time, and including any and all regulations, rules or policies promulgated thereunder; or (iii) the soil conditions, drainage, flooding characteristics, accessibility or other conditions existing in, on, or under any of the Real Property; provided that neither the foregoing nor anything set forth herein, shall be intended to, and shall not, limit any claim by Buyer or any Buyer Indemnitee based on intentional or willful misrepresentation or fraud.

ARTICLE 6.

COVENANTS OF THE PARTIES

Section 6.1 Conduct of Business Relating to the Acquired Assets.

(a) Seller retains the exclusive responsibility for safe operation of the MED Electric Utility until the Closing in a manner that is consistent with MED’s Past Practices, and nothing in this Agreement shall in any way alter Seller’s duties or obligations under any Law or Permit. Except as described in Schedule 6.1(a), during the period from the Effective Date to the Closing (the “*Interim Period*”), Seller shall (i) operate and maintain the Acquired Assets and conduct the Business of the MED Electric Utility in the ordinary course consistent with MED’s Past Practices, (ii) use Commercially Reasonable Efforts to preserve and protect in all material respects the Acquired Assets and the Business of MED Electric Utility, (iii) maintain the

Transferable Permits and (iv) comply, in all material respects, with all applicable Laws and Permits relating to the Acquired Assets or the Business of the MED Electric Utility. Without limiting the generality of the foregoing, and, except as contemplated in this Agreement or as described in Schedule 6.1(a), during the Interim Period, without the prior written consent of Buyer, such consent of Buyer not to be unreasonably withheld, Seller shall not do any of the following with respect to the Acquired Assets or take or permit to occur any of the following actions:

(i) any action or omission that would result in a breach of any of the representations, warranties or covenants of Seller in this Agreement;

(ii) except in the event of a Casualty for which the Cure Amount does not exceed Available Proceeds, sell, transfer, remove, assign, convey, distribute or otherwise dispose of, any Acquired Assets unless such action is expressly set forth in Seller's 2020 fiscal year capital expenditure and maintenance plan and other than with respect to inventory and materials consumed in a manner consistent with MED's Past Practices;

(iii) create, permit or allow any new Encumbrances to be imposed on or against any of the Acquired Assets or otherwise amend or modify any Permitted Encumbrance;

(iv) grant any waiver of any term under, exercise any option under, or give any consent with respect to any Material Seller Contract, or waive any default by, or release, settle or compromise any claim, pending or threatened, against any other party thereto;

(v) enter into any Contract that would, upon its effectiveness, constitute an Assumed Contract, unless such Contract replaces a comparable Assumed Contract, is terminable without cause upon not more than thirty (30) days' notice and upon such termination, Buyer's Liability for such termination would not exceed \$25,000 for such Contract, and \$100,000 in the aggregate, without Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed;

(vi) enter into any Assumed Contract that is not in the ordinary course of the Business of the MED Electric Utility consistent with MED's Past Practices;

(vii) amend or voluntarily terminate prior to the expiration date thereof any Assumed Contract or Transferable Permit, except for an Assumed Contract or Transferable Permit which is replaced by a comparable Contract or Permit or such entry, amendment or termination that is in the ordinary course of the Business of the MED Electric Utility consistent with MED's Past Practices;

(viii) enter into any amendment or modification to the Seller-TVA Contract, or waive any rights of Seller under the Seller-TVA Contract;

(ix) amend in any respect or cancel any property, liability or casualty insurance policies related to the Acquired Assets or the Business of the MED Electric Utility, unless a cancelled policy is replaced with a policy having substantially similar coverages prior to the date of such cancellation, or fail to maintain such insurance policies with current insurance companies that have issued such policies, their successors, or other financially responsible

insurance companies in such amounts and against such risks and losses as are customary for such assets and businesses consistent with MED's Past Practices;

(x) except as required by any applicable Law or GAAP, change any Tax practice or policy (including making new Tax elections or changing Tax elections and settling Tax controversies not in the ordinary course of the Business of the MED Electric Utility) to the extent such change or settlement would be binding on Buyer;

(xi) (A) hire any individual as a MED Employee (other than to replace any MED Employee who may have resigned or have been terminated); or (B) increase the compensation, bonus or other benefits payable to any MED Employee (including any severance or termination pay), or make any commitment to or take any action to establish any new Benefit Plan or modify or amend any MED Benefit Plan in such a way that increases the Total Compensation for any Transferred Employees above the Total Compensation of such Transferred Employee as of the Effective Date, except as required by Law; or

(xii) incur, assume or guaranty any Indebtedness or capitalized lease obligations or make any loans, advances or investments in any other Person in connection with the Business of MED Electric Utility;

(xiii) make any change in connection with its accounts payable or accounts receivable terms, systems, policies or procedures;

(xiv) make any material change in its accounting methods;

(xv) fail to timely pay all accounts payable of MED in the ordinary course of the Business of MED Electric Utility in accordance with MED's Past Practices, and in any event within thirty (30) days of the invoice date, subject to resolution of good faith disputes;

(xvi) fail to satisfy in full on or prior to the last day of each calendar month, any Liability or obligation of Seller or MED to make payment to TVA with respect to electricity purchased from TVA by Seller or MED for the preceding calendar month prior to the Closing; or

(xvii) agree or commit to do any of the foregoing.

(b) During the Interim Period, in the interest of cooperation between Seller and Buyer and Buyer's conducting of diligence on the Transactions contemplated hereunder (including the representations and warranties of Seller hereunder) and to plan for and facilitate an orderly and seamless transition from Seller to Buyer at the Closing of ownership and operation of the Acquired Assets and the Business of the MED Electric Utility, the Parties agree that at the sole expense of Buyer, and subject to compliance with all applicable Laws and Permits, Seller will permit designated Representatives of Buyer (the "**Observers**") to observe any and all aspects of the Business of the MED Electric Utility, and such observation will be permitted on a cooperative basis in the presence of one or more individuals designated by Seller; provided, however, that such Observers and their actions shall not interfere unreasonably with the Business of the MED Electric Utility and such observation will be done during normal office hours of the MED Electric Utility. Seller shall use Commercially Reasonable Efforts to provide to the Observers interim furnished office space and utilities at the principal office of the MED Electric Utility, as reasonably necessary

to allow Buyer to conduct its transition efforts through the Closing; provided, however, that Buyer shall be responsible for all of the costs relating thereto.

Section 6.2 Access to Information; Reporting.

(a) In addition to the rights granted by Section 6.1(b), during the Interim Period, in the interest of cooperation between Seller and Buyer and Buyer's conducting of diligence on the Transactions contemplated hereunder (including the representations and warranties of Seller hereunder) and to plan for and facilitate an orderly and seamless transition from Seller to Buyer at the Closing of the Acquired Assets and the Business of the MED Electric Utility, Seller will (i) give Buyer and Buyer's Representatives reasonable access to (x) all management personnel engaged in the Business of the MED Electric Utility, and (y) all books, documents, records and information (including financial and operating data and Permits, reports, schedules or other documents filed with or received from any Governmental Authority) relating to the Acquired Assets or the Business of the MED Electric Utility and furnish copies thereof as Buyer may from time to time reasonably request; and (ii) permit Buyer and Buyer's Representatives to make such reasonable inspections thereof as Buyer may reasonably request; provided, however, that (A) any such investigation shall be conducted in such a manner as not to interfere unreasonably with the Business of the MED Electric Utility and during normal office hours of Seller, and (B) Seller need not supply Buyer with any information that Seller is legally prohibited from supplying or that is covered by the attorney work product doctrine or similar doctrine, in which case other reasonable arrangements shall be made by Seller to communicate such information in a way that does not jeopardize such work product protections, and including, where applicable, will enter into a joint defense agreement or other similar arrangement if reasonably requested by Buyer.

(b) During the Interim Period, promptly after obtaining Knowledge thereof (but in any event, no later than two (2) Business Days after obtaining Knowledge thereof), Seller shall notify Buyer in writing of (i) any fact or condition that causes or constitutes or would reasonably be likely to cause or constitute a breach of the representations and warranties in Article 4, (ii) any Material Adverse Effect that has occurred since the Effective Date, (iii) any change that would require amendment or supplement to the Seller Disclosure Schedules as set forth in Section 6.8 of this Agreement, (iv) the execution of any Contract that would constitute an Assumed Contract or any Transferable Permit, copies of which shall be provided to Buyer in connection with such notice hereunder, (v) any unanticipated maintenance or repair of any of the Acquired Assets in an amount greater than \$150,000, (vi) any material emergency condition affecting, or material unscheduled interruption of, the operation of the Acquired Assets or the Business of the MED Electric Utility, or (vii) any receipt by Seller's management personnel of a written notice of a violation of any material Law or Permit relating to the Acquired Assets or the Business of the MED Electric Utility. Any such notice shall be deemed a Schedule Supplement; provided, however, that no such notice pursuant to this section will otherwise prevent or cure any breach of any representation, warranty or covenant contained herein.

Section 6.3 Transaction Expenses. Except to the extent specifically provided herein, whether or not the Transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions contemplated hereby, including the cost of legal, accounting, technical and financial consultants, shall be borne by the Party incurring such costs and expenses; provided, however, that (i) Buyer shall, within thirty (30)

days after the Closing Date and upon receipt of reasonable supporting documentation, reimburse Seller up to \$400,000 (the “*Reimbursement Cap*”) of such third party out-of-pocket Transaction Expenses reasonably incurred by Seller, and (ii) Buyer will bear the cost of filing for and prosecuting applications for Buyer’s Required Regulatory Approvals.

Section 6.4 Further Assurances; Cooperation.

(a) Subject to the terms and conditions of this Agreement, each of the Parties hereto will take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the sale, transfer, conveyance, assignment and delivery of the Acquired Assets, the assumption of the Assumed Liabilities pursuant to this Agreement, including taking reasonable action that is within the control of such Party to satisfy or cause to be satisfied the conditions precedent to the other Party’s obligations hereunder, including, subject to the terms of Section 6.6, all regulatory approvals, consents, notices or waivers set forth on Schedules 4.3 and 5.3. To the extent that authorized representatives of the Parties mutually determine that the implementation of any covenant or obligation under this Agreement of a Party is not consistent with, or may be likely to impede, the satisfaction of the conditions precedent to a Party’s obligations hereunder, including, subject to the terms of Section 6.6, obtaining all regulatory approvals, the Parties may by mutual written agreement (but without need for any amendment of this Agreement) agree to take alternative actions that the Parties determine are necessary or desirable to ensure satisfaction of the conditions precedent to each Party’s obligations hereunder or to otherwise ensure consummation of the Transactions contemplated by this Agreement. Except as permitted on Schedule 6.4(a), neither Buyer nor Seller will, without the prior written consent of the other, advocate or take any action which would reasonably be expected to prevent or materially impede, interfere with or delay the Transactions contemplated by this Agreement or the Ancillary Agreements or which would reasonably be expected to cause, or to contribute to causing, the other to receive less favorable regulatory treatment than that sought by the other.

(b) From time to time after the Closing Date, Seller will, without further consideration, execute and deliver such documents to Buyer as Buyer may reasonably request in order to more effectively consummate the sale and purchase, including the transfer, conveyance and assignment, of the Acquired Assets or to more effectively vest in Buyer such title to the Acquired Assets (or such rights to use, with respect to Acquired Assets not owned by Seller), in accordance with the terms of this Agreement, subject to the Permitted Encumbrances. From time to time after the Closing Date, without further consideration, Buyer will execute and deliver such documents to Seller as Seller may reasonably request in order to evidence Buyer’s assumption of the Assumed Liabilities. Without limiting the generality of the foregoing, Seller hereby covenants and agrees with Buyer as follows:

(i) Seller acknowledges and agrees that certain of the Acquired Land in Fee is titled in the name of “Murfreesboro Electric Department, a municipal corporation,” “Murfreesboro Electric Department, a municipal corporation established pursuant to the Public Power Act of 1935” or other similar variations thereof (collectively, the “*MED Properties*”), but such MED Properties should be titled in the name of Seller. After the Effective Date, Seller agrees that it shall, at its sole cost and expense, take all steps as may be necessary to (1) allow Seller to convey such MED Properties to Buyer at Closing in a manner that will vest Buyer with fee simple

title to such MED Properties free and clear of all Encumbrances other than the Permitted Encumbrances and (2) allow Buyer's title company to issue title insurance policies in accordance with the Title Commitments, at regular rates, insuring that Buyer has good, marketable and insurable title to the MED Properties and the right to control, occupy and use the MED Properties, free and clear of Encumbrances other than Permitted Encumbrances.

(ii) **[NOTE TO DRAFT: Jean Anne Rogers Substation Ownership Issue – This property is owned by Jones Family Real Estate Partners LP and the Seller has a right of possession. Waiting on more info from Seller. Assuming Seller does not own in fee, language to be added here, similar to (i) above, requiring Seller to vest fee simple title to Buyer at Closing.]**

(iii) In the event the Assignment and Assumption of Easements is insufficient, either at Closing or at any time in the future after Closing, to properly vest Buyer with all of Seller's right, title and interest in and to the Easements, Seller agrees that it shall, at its sole cost and expense, take all steps as may be necessary to more effectively vest in Buyer title to the Easements.

(iv) From time to time after the Closing Date, without further consideration, Seller will execute and deliver such documents to Buyer as Buyer may reasonably request in order to comply with the provisions of this Section 6.5(b).

(c) Seller agrees to reasonably cooperate if requested by Buyer to resolve any actual or alleged defect in title of an Acquired Asset, whether or not such defect is covered under a title insurance policy, at Seller's sole expense. In addition, each party shall cooperate reasonably with the other party, in furnishing reasonably available information, testimony and other assistance in connection with any Action, Tax audits or disputes involving any of the parties hereto (other than in connection with disputes between the parties hereto) following the Closing.

Section 6.5 Confidentiality; Public Documents. In the event that Seller is required by applicable Law or any Governmental Authority to disclose any document submitted by a Party to the other under this Agreement or during the negotiation of this Agreement or any Ancillary Agreements ("***Transaction Documents***"), including pursuant to any public record request in accordance with Tennessee Law, Seller shall, within two (2) Business Days of its receipt such request, notify Buyer of each request or requirement and prior to disclosure so that Buyer may seek an appropriate protective order if Buyer believes certain information included in such Transaction Document is confidential, or has been treated as being exempt from disclosure under applicable Law; provided, however, that any fees and costs associated with such protective order shall be paid by Buyer, and, provided that Seller has promptly notified Buyer of such request in accordance with this Section 6.5, Buyer shall indemnify, defend, and hold harmless Seller from any and all Liability arising from any Third Party Claim and pay any fees, costs, or penalties associated with contesting the confidentiality or exemption of any Transaction Document. To the extent reasonably possible and permissible under Tennessee Law, Seller shall endeavor to provide redacted versions of Transaction Documents, upon Buyer's assertion that certain information included in any Transaction Document is exempt from public disclosure under Tennessee Law. Except to the extent otherwise required by Law, the Parties shall reasonably consult with the other

in advance of, and concerning its consent for, any official press release, interview or other public communication regarding this Agreement or the Transactions contemplated hereby.

Section 6.6 Consents; Approvals.

(a) Seller and Buyer shall cooperate with each other and, as promptly as practicable after the Effective Date and prior to the Closing Date, unless otherwise waived in writing by Buyer, (i) prepare and make with the TVA and[, **if necessary,**] the Federal Communications Commission⁴ and, to the extent not specified in Section 6.6(a) and (b), any other Governmental Authority having jurisdiction over Seller, Buyer or the Acquired Assets, all necessary filings required to be made with respect to the Transactions contemplated hereby, (ii) effect all necessary applications, notices, petitions and filings, (iii) use Commercially Reasonable Efforts to obtain the transfer or reissuance to Buyer of all necessary Transferable Permits, and (iv) use Commercially Reasonable Efforts to obtain all necessary consents, approvals and authorizations of all other parties, in the case of each of the foregoing clauses (i), (ii), (iii), and (iv), necessary or advisable to consummate the Transactions contemplated by this Agreement (including Buyer's Required Regulatory Approvals). The Parties shall respond promptly to any requests for additional information made by such agencies, use their respective Commercially Reasonable Efforts to participate in any hearings, settlement proceedings or other proceedings ordered with respect to the applications, and use their respective Commercially Reasonable Efforts to cause regulatory approval to be obtained at the earliest possible date after the date of filing. Except as otherwise set forth in this Agreement, each Party will bear its own costs of the preparation and review of any such filing. Seller and Buyer shall have the right to review in advance all filings made in connection with the Transactions contemplated hereby and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

(b) ⁵Buyer shall have the responsibility for securing the transfer, reissuance or procurement of the Transferable Permits effective as of the Closing Date, and for those Transferable Permits that may not be transferred or reissued until after the transfer of ownership of the Acquired Assets, promptly after the Closing Date. Seller shall cooperate with Buyer's efforts in this regard and assist in any transfer or reissuance of Transferable Permits held by Seller or the procurement of any other Permit when so reasonably requested by Buyer, even after the Closing. In the event that Buyer is unable, despite its Commercially Reasonable Efforts, to obtain a transfer or reissuance of one or more of the Transferable Permits as of the Closing Date, Buyer may use the applicable Transferable Permit issued to Seller, provided (i) such use is not unlawful, (ii) Buyer continues to make Commercially Reasonable Efforts to obtain a transfer or reissuance of such Transferable Permit after the Closing Date, and (iii) Buyer indemnifies and holds Seller harmless for any Losses, claims or penalties suffered by Seller and pays Seller for any costs or expenses incurred by Seller in connection with such Transferable Permit that is not transferred or reissued as of the Closing Date resulting from Buyer's ownership or operation of the Acquired Assets following the Effective Time.

Section 6.7 Tax Matters.

⁴ Note to MED: Has MED confirmed if any FCC licenses or permits are held that will be transferred? Initial draft of schedules do not identify any FCC licenses or permits. If so, can FCC references be deleted?

⁵ Note to Draft: Subject to confirmation of scope of "Transferable Permits" set forth in final schedules.

(a) Buyer shall pay any and all Transfer Taxes in connection with this Agreement and the Transactions contemplated hereby, including all required documentary stamp tax on the Deed and all instruments executed by either of the Parties in connection with this Agreement. Buyer and Seller will file, to the extent required by applicable Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, will each join in the execution of any such Tax Returns or other documentation.

(b) The Parties acknowledge that Seller is classified as a non-taxable entity. Notwithstanding such classification, in the event Seller is required by applicable Law to make any Tax payment in connection with the Transaction, Buyer shall reimburse Seller for up to \$100,000 of such Tax payments within a reasonable time after Seller provides Buyer with adequate supporting documentation for such Tax payments.

Section 6.8 Updating Disclosure Schedules. During the Interim Period and in accordance with Section 6.2(b), Seller shall promptly (but no later than two (2) Business Days after obtaining Knowledge thereafter) notify Buyer of any changes or additions to the Seller Disclosure Schedules required by this Agreement with respect to any matter occurring after the date hereof which, if existing or occurring on the Effective Date, would have been required to be set forth or described in such Seller Disclosure Schedules (each, a “**Schedule Supplement**”). Following receipt of such Schedule Supplement, Buyer may elect to terminate this Agreement pursuant to Section 9.1(e) if the Buyer determines, in its sole discretion, that the condition in either Section 7.1(a) or Section 7.1(b) is not reasonably likely to be satisfied (taking into account such fact, occurrence, event, effect, change, circumstance or development set forth or identified in the Schedule Supplement, but without giving effect or regard to any such Schedule Supplement for such purpose); provided that Buyer must make such election by delivering written notice of such election to terminate this agreement to Seller within sixty (60) days of Buyer’s receipt of such Schedule Supplement. If Buyer does not terminate this Agreement under the terms and conditions of Section 9.1(e), then such Schedule Supplement will be deemed to have amended the Seller Disclosure Schedules and Buyer shall be deemed to have irrevocably waived any right to (a) terminate this Agreement with respect to such matters (including, without limitation, any later right to terminate this Agreement under the terms and conditions of Section 9.1(e) based solely on such matters disclosed and previously disclosed in prior Schedule Supplements), or (b) fail to consummate the Transaction described in this Agreement based solely on such matters disclosed and previously disclosed in prior Schedule Supplements; provided, however, such matters can be taken into consideration together with any matters which are subsequently disclosed to Buyer, or of which Buyer becomes aware, in determining whether the aggregate breaches of representations or warranties and aggregate matters disclosed in any Schedule Supplements, collectively, constitute a Material Adverse Effect.

Section 6.9 Employees.

(a) Buyer shall offer employment commencing as of the Closing Date (or such later date that any such MED Employee agrees to accept such offer of employment of Buyer, which shall be no later than five (5) Business Days following the Closing Date) to all MED Employees (i) who are employed by Seller on the date immediately preceding the Closing Date and named on Schedule 4.10(c), and (ii) who meet applicable qualification requirements for the applicable positions with Buyer (which qualification requirements with respect to the MED Employees will

not vary materially from the qualification requirements for other comparable positions within Buyer). Subject to any voluntary separations of MED Employees from Buyer, Buyer shall continue to employ at least the minimum number of MED Employees, who accepted Buyer's offer of employment, for the minimum duration necessary to avoid creating any obligation under the WARN Act on the part of Seller. Total Compensation for Transferred Employees shall be in the aggregate comparable to the Total Compensation provided to similarly situated employees of Buyer. Notwithstanding the foregoing, Transferred Employees offered positions that are covered by Buyer's collective bargaining agreement shall be provided with employment, Total Compensation and terms and conditions of employment as required by Buyer's contractual arrangements with applicable unions. The Parties shall cooperate in preparation of communications materials applicable to the Transferred Employees. Seller agrees to provide to Buyer, within five (5) Business Days following receipt of a written request from Buyer at any time and from time to time during the Interim Period and at Closing, an updated Schedule 4.10(c) as of the most recent practicable date. Not later than thirty (30) days before the Closing Date, Buyer shall give Seller notice as to which MED Employees, if any, Buyer has determined are not eligible to receive an offer of employment by Buyer as a result of such person not meeting applicable qualification requirements and hiring policies for the applicable positions with Buyer, or otherwise being ineligible for hire by Buyer as a result of any contractual, legal or other bona fide restriction.

(b) Buyer shall use its Commercially Reasonable Efforts to cause the Transferred Employees to become participants in the Benefit Plans of Buyer or its ERISA Affiliates, in accordance with and subject to any limitations of such Benefit Plans (the "**Buyer Benefit Plans**").

(c) Effective as of the Business Day immediately following the Closing Date, Transferred Employees prospectively shall accrue pension benefits under Buyer's existing retirement plan(s) on terms and conditions applicable to similarly situated Buyer employees, including any applicable eligibility, vesting or other requirements of such plans.

(d) Subject to any collective bargaining requirements applicable to Buyer, Buyer shall use its Commercially Reasonable Efforts, subject to the consent of any applicable insurer to (i) waive all waiting periods with respect to the Transferred Employees and (ii) provide each Transferred Employee with credit for any deductibles for claims incurred during the plan year of the applicable Buyer Benefit Plan in which the Closing Date falls. Seller will use its reasonable best efforts to provide sufficient information to enable Buyer to provide such credits for and deductibles. To the extent Seller fails to provide such sufficient information, each Transferred Employee shall be responsible for providing written evidence to enable Buyer to provide accurate credit for such deductibles.

(e) Subject to any collective bargaining requirements applicable to Buyer, Transferred Employees shall be granted credit for all service with Seller under all Buyer Benefit Plans in which such Transferred Employees become participants for purposes of eligibility, vesting and service related level (except for purposes of qualifying for Buyer's retiree welfare benefits and benefit accrual under Buyer's defined benefit pension plan). No period of service with Seller may be credited to Transferred Employees under any Buyer Benefit Plan for the purpose of any benefit accrual under any Buyer Benefit Plan which is a pension plan.

(f) Seller shall be responsible for continuing or extending COBRA continuation coverage, or its equivalent, to former MED Employees and qualified beneficiaries of such former MED Employees who are currently enrolled or became entitled to such COBRA continuation coverage, including during the Interim Period, by reason of the occurrence of a qualifying event occurring before the Closing Date. Buyer shall be responsible for providing COBRA continuation coverage only to Transferred Employees and qualified beneficiaries of Transferred Employees for COBRA qualifying events occurring on or after the Closing Date, to the extent required.

(g) Seller shall remain responsible for paying Transferred Employees for: (a) all MED Benefit Plan benefits (other than salary and wage obligations that constitute Assumed Liabilities), and (b) all workers' compensation, disability benefits, or life insurance benefits for which entitlement to payment is based upon events occurring prior to the Closing including any incurred but unreported claims under the MED Benefit Plans and Seller shall be responsible for making its required contributions (if any) to the MED Defined Benefit Plan to ensure such plan is fully funded to pay all benefits due thereunder, including after the Closing Date. The Buyer shall not assume any Liability with regard to the MED Benefit Plans, including the MED Defined Benefit Plan or any obligation of Seller to provide post-employment health, dental, vision or life insurance benefits to any current or former MED Employee (including retirees). Subject to any collective bargaining requirements applicable to Buyer, Buyer will assume Liability for all sick days, vacation days and personal days of each Transferred Employee that have accrued but remain unused by or unpaid to such Transferred Employee as of the date immediately preceding the Closing Date up to the accrual limits therefor under Buyer's employee policies and procedures for similarly situated employees of Buyer.

(h) Any individual who would have otherwise become a Transferred Employee but who on the date immediately preceding the Closing Date is not actively at work due to a leave of absence covered by the Family and Medical Leave Act or similar state or local Law, short-term disability or any other authorized leave of absence shall be entitled to become a Transferred Employee once the individual is able to return to active-at-work status, but only if the individual is able to return to active-at-work status within ninety (90) days after the Closing Date.

(i) Following the Closing Date, the MED Defined Benefit Plan will continue to be the sole responsibility of Seller, and will be maintained and administered by Seller on behalf of the Transferred Employees who are also participants in the MED Defined Benefit Plan immediately prior to the Closing Date, in accordance with applicable Law.

Section 6.10 Casualty.

(a) If a Casualty occurs during the Interim Period, or if Seller obtains Knowledge that a Casualty is pending or otherwise potentially anticipated to occur, Seller shall give prompt written notice to Buyer of such occurrence or Knowledge, which notice shall be delivered not more than five (5) Business Days after such occurrence commenced or Knowledge is obtained, and shall include in such notice a detailed estimate of the Cure Amount and an estimate of the Available Proceeds (including the amount, type and expected timing of recovery of any Available Proceeds) with respect to such Casualty (the "***Casualty Notice***"). Upon delivery of such Casualty Notice and in connection with satisfaction of the condition to Closing set forth in Section

7.1(1), Buyer and Buyer's Representatives shall be entitled to inspect and observe any repairs and replacements performed or provided by Seller prior to the Closing Date and shall be entitled to determine, in its sole discretion, such repairs or replacements have been completed in compliance with all applicable Laws and in a manner that is reasonably satisfactory such that the operations of the Business of the MED Electric Utility is fully and permanently restored as operated prior to the occurrence the Casualty.

(b) If the Closing occurs before all of the repairs or replacements have been made to the damaged or destroyed Acquired Assets, then (i) at the Closing, Seller will stop conducting such repairs and replacements, as applicable, and will assign to Buyer all Contracts with respect to such repairs or replacements which have not been completed, or as to which payment in full has not been made by Seller, and Buyer shall assume all of such Contracts as Assumed Liabilities (subject to Buyer's prior approval of such Contracts which approval shall not be unreasonably withheld, conditioned or delayed); (ii) at the Closing, to the extent permitted by applicable Law, Seller shall pay to Buyer any Available Proceeds that have been collected by Seller and that have not been expended by Seller in connection with such repairs and replacements; and (iii) after the Closing, Buyer shall be solely responsible for the completion of any remaining repairs or replacements and the payment of any and all costs associated with such repairs and replacements and, (A) to the extent permitted by applicable Law, Buyer shall be entitled to pursue and retain any Available Proceeds for any repairs or replacements expenses incurred by Buyer in connection with such Casualty, and (B) to the extent Buyer is not permitted under applicable Law to pursue certain Available Proceeds, following the Closing, Seller shall use Commercially Reasonable Efforts to pursue and collect such Available Proceeds, and upon collection, promptly pay over to Buyer in respect of any repairs or replacements expenses incurred by Buyer in connection with such Casualty.

(c) If, after the Closing, the payor of any proceeds (as described in clause (ii) of the definition of Available Proceeds) that have been expended to make repairs and replacements to any of the Acquired Assets pursuant to a Casualty that occurred during the Interim Period, demands repayment of all or any portion of such proceeds, the Party that spent such proceeds shall pay the amount of proceeds required to be repaid after all reasonable objections and protest to the repayment are properly exhausted.

Section 6.11 Data Conversion. The Parties shall cooperate with each other to facilitate an orderly and seamless transition from Seller to Buyer of the IT Systems, computer applications and processing of data for Buyer to commence conducting the Business of the MED Electric Utility as of the Closing Date in the manner and format acceptable to Buyer. Subject to the limitations of Section 6.3, any third party costs incurred by Seller in connection with this Section 6.11, shall be subject to reimbursement as a Transaction Expense.

Section 6.12 Exclusivity. Except as expressly permitted by this Agreement, until the Closing or until this Agreement is terminated, Seller will not, and Seller shall cause its Representatives not to, (a) offer to sell or transfer any of the Acquired Assets to (or offer to enter into any transaction contemplated by this Agreement with) any Person other than Buyer, or initiate or participate in any discussions or correspondence concerning the foregoing, or (b) request, solicit or otherwise encourage inquiries, proposals or offers from, or participate in any discussions or negotiations with, any Person other than Buyer with respect to the sale or transfer of any of the

material Acquired Assets or any transaction contemplated by this Agreement. As promptly as practicable (and in any event within one day) after receipt of any third party proposal regarding any purchase or acquisition of any Acquired Asset or any request for nonpublic information or inquiry that could reasonably be expected to lead to such purchase or acquisition, Seller shall provide Buyer with notice of any such request or inquiry, and copies of all related written materials and the identity of the Person or group making any such proposal, request or inquiry.

Section 6.13 No Seller Changes in Law. At or prior to the Closing, Seller agrees not to promulgate, enact, adopt, repeal, amend, modify or make effective any Law or resolution, or take or support any action, that would (a) adversely affect Buyer's rights or Seller's obligations in this Agreement or any Ancillary Agreements or (b) adversely affect any of the Transactions contemplated by this Agreement or Ancillary Agreements.

Section 6.14 Customer Consumption Allocation and Demand Data. Seller shall use Commercially Reasonable Efforts to read the meters of all Customers of Seller within one (1) month (reading used for billing) prior to the Closing Date. Customer usage from meter date of last bill to the date of billing cycle closing (midnight of last day of the month) should be obtained from Buyer's automatic meter reading system and used to calculate unbilled revenue using NISC Unbilled Revenue process, with customer charges and demand charges prorated based on days of service. Unbilled revenue as of the Closing Date will be recorded on the balance sheet of Seller and shall be included in the calculation of the Selected Accounts Amount.

Section 6.15 Environmental Matters.

(a) Except to the extent exacerbated or contributed to by Buyer, Seller agrees to be responsible for any and all Losses of Buyer, and pay and perform when due any and all Liabilities of Buyer:

(i) under Environmental Laws, Environmental Permits or Environmental Claims with respect to the Business of the MED Electric Utility or the Acquired Assets arising from any event, condition, circumstance, act or omission that occurred prior to the Closing Date; or

(ii) arising from: the presence of Hazardous Substances on the Real Property prior to the Closing Date; the Release of Hazardous Substances by the Seller; or the Release of Hazardous Substances other than by Buyer at, on, in, under, or from the Real Property (such Losses or Liabilities under Section 6.15(a)(i) and (ii) hereof, the "**Environmental Liabilities**");

provided, however, that, with respect to all Real Property other than the MED Office and Storage Yard, and as an absolute condition to such responsibility and agreement to pay and perform, Buyer must give to Seller notice (the "**Environmental Notice**") of any claim of Environmental Liabilities no later than thirty (30) days prior to the anticipated Closing Date and, solely with respect to any Environmental Liability which Buyer demonstrates occurred less than thirty (30) days prior to the Closing Date, Buyer must give the Environmental Notice prior to the Closing Date, which Environmental Notice, in either case, must contain the estimated total amount of the Environmental Liabilities and a summary of facts then known to Buyer that support such claim;

and provided, further that, with respect to all Real Property other than the MED Office and Storage Yard, in no event shall Seller be liable or responsible for any Environmental Liabilities that exceed five hundred thousand dollars (\$500,000) in the aggregate (the “**Aggregate Environmental Cap**”). With respect to all Real Property other than the MED Office and Storage Yard, Buyer hereby releases Seller from, and Seller shall not be responsible for, Environmental Liabilities that exceed the Aggregate Environmental Cap; provided, however, that the Aggregate Environmental Cap shall not apply to any knowing or willful breach of the representations and warranties in Section 4.9.

(b) Notwithstanding the foregoing, none of the foregoing limitations in subsection (a) above shall apply to Environmental Liabilities arising from, or in connection to Seller’s ownership of the MED Office and Storage Yard, which shall remain the obligation of Seller following the Closing, subject to the terms of the Lease Agreement.

(c) Buyer must provide all environmental reports and testing, including Phase I reports and Phase II environmental testing, that Buyer or its representatives conduct on each Real Property location (collectively, “**Buyer’s Environmental Testing**”) and, if so performed, must have submitted the reports and the results of Buyer’s Environmental Testing to Seller prior to the Closing Date.

Section 6.16 Name Change. Following the Closing Date, Buyer shall use its Commercially Reasonable Efforts to change the company name on all Acquired Assets to a name not including the words “MED” or “Murfreestboro” or any name reasonably considered similar or related to the words “MED” or “Murfreestboro”.

Section 6.17 Creation of a New Sub-District Seat under Buyer’s Organizational Documents.

(a) Within thirty (30) days following the Closing Date, the Board of Directors of Buyer shall, by resolution, appoint two (2) representatives designated by Seller and mutually acceptable to Buyer (the “**Interim Board Representatives**”) to attend and participate in an advisory capacity in all meetings and other activities of the Board of Directors of Buyer, other than committee and subcommittee meetings thereof, until such time in the ordinary course of Buyer’s business when Buyer’s Organizational Documents can be amended to enlarge the maximum number of seats on the Board of Directors of Buyer. The Interim Board Representatives shall be entitled to receive timely notice of meetings and all documentation that is made available to the other members of the Board of Directors of Buyer and shall be reimbursed for reasonable out-of-pocket expenses incurred in connection with the Interim Board Representatives’ attendance at any meetings of the Board of Directors of Buyer in accordance with Buyer’s existing policies and procedures applicable to Buyer’s current directors; provided that such Persons shall have executed a customary confidentiality agreement in a form satisfactory to Buyer. The Interim Board Representatives shall continue in that role until the creation of the two new sub-district seats on Buyer’s Board of Directors described in (b) below. Any vacancy in the position of Interim Board Representatives shall be filled by the Nominating Committee of Buyer’s Board of Directors pursuant to Article III, Section 4 of Buyer’s current bylaws.

(b) At the first annual meeting of Buyer’s members following the Closing Date, Buyer shall present for adoption by its members (A) an amendment to the Buyer’s Organizational

Documents to provide two new sub-district seats on the Buyer's Board of Directors. Following adoption of such amendment by Buyer's members, the two-sub-district seats will be filled by the Nominating Committee of the Board of Directors of Buyer by appointment of two (2) Persons who are mutually acceptable to the Parties; and (B) the appointment of one (1) additional Person to the Nominating Committee of the Buyer's Board of Directors who is mutually acceptable to the Parties. In each case, following an initial term as set forth in the Buyer's Organizational Documents as amended, the new seats created on the Buyer's Board of Directors and the Nominating Committee shall be filled via a regular election process consistent with Buyer's then-existing bylaws.

(c) Within thirty (30) the Closing Date, Buyer shall cause its Board of Directors to appoint one (1) Person to the board of directors of the Sharing Change Foundation who is mutually acceptable to the Parties in accordance with the applicable organizational documents thereof.

(d) The Parties expressly acknowledge and agree that Buyer may further amend its bylaws in its sole discretion and as deemed necessary and appropriate for the conduct of its business by either its Board of Directors or its members from time to time.

Section 6.18 Vehicle Transfers. To the extent that Buyer has not on or prior to the Closing Date, received all of the titles for the Vehicles included as Acquired Assets, duly endorsed for transfer, sufficient to validly transfer ownership of each such Vehicle to Buyer, Seller agrees to take all action necessary, at its sole expense, to promptly deliver all such undelivered Vehicle titles to Buyer following the Closing Date.

Section 6.19 Termination of MED Defined Benefits Plan. Seller shall use its reasonable best efforts to freeze the MED Defined Benefit Plan as of the Closing Date. Seller shall have the right, exercisable in its sole discretion, to terminate the MED Defined Benefit Plan. If Seller elects to terminate the MED Defined Benefit Plan, and such termination becomes effective on or prior to the third anniversary of the Closing Date, then in connection with such termination, Buyer hereby agrees to pay to Seller as Additional Purchase Price an amount equal to one-half of the actual costs and expenses incurred by Seller in connection with the termination of the MED Defined Benefit Plan (including but not limited to any cost or expense incurred by Seller to terminate the MED Defined Benefit Plan and pay the fully accrued benefits thereunder) in an amount not to exceed three million five hundred thousand dollars (\$3,500,000) (the "**Pension Termination Costs**"); provided, that, such obligation to pay Seller Additional Purchase Price shall be subject to Buyer's receipt of evidence reasonably sufficient to Buyer that the MED Defined Benefit Plan was fully funded and terminated on or prior to the third anniversary of the Closing in compliance with all applicable Laws and that all assets have been properly funded and distributed from the MED Defined Benefit Plan to the MED Defined Benefits Plan participants in accordance with applicable Law and the terms of the MED Defined Benefit Plan. Notwithstanding the foregoing, no assets, Liabilities or obligations of Seller as provided under the MED Defined Benefit Plan or any other MED Benefit Plan are assumed by or otherwise transferred to Buyer in connection with the Transaction or this Section 6.19 and any such Liabilities shall be treated as an Excluded Liability retained by Seller following the Closing and all Liabilities with regard to the MED Defined Benefit Plan and all other MED Benefit Plans shall remain the sole responsibility of Seller. For the avoidance of doubt, nothing contained in this Section 6.19 shall result in the

assumption of the MED Defined Benefit Plan nor result in Buyer being a successor employer for purposes of the MED Defined Benefit Plan. In the event Seller elects not to terminate the MED Defined Benefit Plan, Buyer shall have no obligation to pay any Pension Termination Costs, including the Additional Purchase Price as provided in Section 3.4.

Section 6.20 Interim Financial Statements. Until the Closing Date, Seller shall deliver, or cause to be delivered, to Buyer within fifteen (15) days after the end of each month an unaudited balance sheet of MED as of the end of the preceding calendar month then-ended, and the related statements of revenues, expenses and changes in net fund position, and statements of cash flows of MED, in each case prepared in a manner and containing information consistent with MED's Past Practices.

Section 6.21 Payment of Other Excluded Liabilities. If Seller fails to pay any Excluded Liability in the ordinary course of business or when otherwise due and payable and Buyer reasonably determines that failure to make such payment would impair Buyer's use of the Acquired Assets, increase or accelerate any Assumed Liability or otherwise affect Buyer's conduct of the Business of MED Electric Utility, at any time after the Closing, Buyer may, but shall have no obligation to, elect to make all such payments directly and obtain reimbursement from Seller in accordance with the terms and conditions of this Agreement.

Section 6.22 Agreement Regarding Fiber Optic Network Assets. As of the Closing Date, Buyer hereby agrees to voluntarily cancel, or otherwise forgive and release Seller from Seller's obligation to reimburse or otherwise remit payment for any unbilled amounts owed to MED for the cost of development and construction of the Fiber Optic Network Assets; provided, that Seller shall not, and shall not permit MED to, cancel or otherwise forgive, release, or waive any claim or right against any third party other than Seller related to construction or installation of the Fiber Optic Network Assets or otherwise materially alter any Contract or plans for construction, including any relevant construction budget, prior to the Closing Date.

Section 6.23 Insurance Matters. As a condition and material inducement to the Buyer's willingness to enter into this Agreement and to consummate the Transactions, the Seller shall purchase and fully pay the premium for a non-cancellable extended reporting period ("tail") endorsements or similar coverage reasonably acceptable to Buyer with respect to each insurance policy set forth on Schedule 4.8 (the "**Tail Policies**"). Each such Tail Policy shall list Buyer as an additional insured or loss payee, as applicable, effective as of the Closing Date. The premium and other costs of the Tail Policies shall be treated as Transaction Expenses to the extent of the Reimbursement Cap set forth in Section 6.3, and thereafter, any remaining premium and other costs of the Tail Policies will be borne by Buyer. Without limiting the generality of the foregoing, the endorsements evidencing the Tail Policies shall not contain an "other insurance" or similar provision that purports to make the coverage afforded under the Tail Policies excess rather than primary and non-contributory coverage as to any action, inaction, error, omission, event or condition that existed or occurred prior to or on the Closing Date.

ARTICLE 7.

CONDITIONS PRECEDENT

Section 7.1 *Conditions Precedent to Obligations of Buyer.* The obligations of Buyer to purchase the Acquired Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions precedent (except to the extent waived in writing by Buyer in its sole discretion):

(a) (i) The representations and warranties of Seller (other than the Seller Fundamental Representations) set forth in Article 4 of this Agreement shall have been true and correct in all material respects on and as of the Effective Date and shall be true and correct in all material respects as of the Closing as though made as of the Closing (except for those representations and warranties that address matters only as of a specified date, the truth and correctness of which shall be determined as of that specified date), and (ii) each of the representations and warranties of Seller (other than the Seller Fundamental Representations) set forth in Article 4 of this Agreement that contains an express materiality or any Material Adverse Effect qualification shall have been true and correct in all respects on and as of the Effective Date and shall be true and correct in all respects as of the Closing as though made as of the Closing (except for those representations and warranties that address matters only as of a specified date, the truth and correctness of which shall be determined as of that specified date);

(b) The Seller Fundamental Representations (without regard to any Schedule Supplement) shall be true and correct in all respects on and as of the Effective Date and as of the Closing as though made as of the Closing (except for those representations and warranties that address matters only as of a specified date, the truth and correctness which shall be determined as of that specified date);

(c) Buyer shall have received all of Buyer's Required Regulatory Approvals and each of the consents or notices set forth on Schedule 4.3, in form and substance satisfactory to Buyer in its reasonable discretion, and such approvals shall be in full force and effect and either (i) shall be final and non-appealable or (ii) if not final and non-appealable, shall not be subject to the possibility of appeal, review or reconsideration which is reasonably likely to be unsuccessful as to Buyer;

(d) Seller shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by Seller at or prior to the Closing, including, without limitation, those set forth in Section 6.4(b);

(e) Buyer shall have received a certificate from Seller, dated the Closing Date, signed on behalf of Seller by the City Manager, to the effect that the conditions set forth in Section 7.1(a), Section 7.1(b), Section 7.1(c) and Section 7.1(d) have been satisfied (the "***Seller Closing Certificate***");

(f) Buyer shall have conducted and received Buyer's Environmental Testing, with findings and results satisfactory to Buyer in its reasonable discretion;

(g) Seller shall have delivered, or caused to be delivered, to Buyer at the Closing, Seller's closing deliverables described in Section 3.6;

(h) Since the Effective Date, no Material Adverse Effect shall have occurred, and be continuing;

(i) If Buyer has obtained Title Commitments for the Acquired Land in Fee, the title company thereunder being ready, willing and able, at Buyer's cost and expense, to issue title insurance policies, or agreements to issue such policies, in accordance with the Title Commitments, at regular rates, in the amounts identified in the Title Commitments from the title company issuing the Title Commitments, insuring that Buyer has good, marketable and insurable title to the Acquired Land in Fee and the right to control, occupy and use the Acquired Land in Fee, free and clear of Encumbrances other than Permitted Encumbrances;

(j) Buyer shall have secured requisite approvals and satisfied certain conditions under the Buyer Loan Documents, including any amendments or modifications thereto, as may be necessary to pay the aggregate Base Purchase Price in accordance with Section 3.3, consummate the Transaction and perform its obligations under this Agreement and the Ancillary Agreements;

(k) The satisfaction, discharge and payment in full of the Bonds prior to the Closing in a manner satisfactory to Buyer in its reasonable discretion; and

(l) MED shall not have suffered either (i) a Casualty where the reasonable uninsured costs reasonably expected to be incurred by Buyer after Closing to repair such Casualty exceeds \$1,000,000, or (ii) a Casualty where the Cure Amount in respect of such Casualty exceeds \$6,000,000.

Section 7.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to sell the Acquired Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions precedent (except to the extent waived in writing by Seller in its sole discretion):

(a) The representations and warranties (other than the Buyer Fundamental Representations) of Buyer set forth in Article 5 of this Agreement (without regard to any materiality or material adverse effect qualification therein) shall be true and correct in all respects on and as of the Effective Date and as of the Closing as though made as of the Closing (except for those representations and warranties that address matters only as of a specified date, the truth and correctness of which shall be determined as of that specified date) except for such failures to be true and correct which would not reasonably be expected to constitute, individually or in the aggregate, a material adverse effect;

(b) The Buyer Fundamental Representations shall be true and correct in all respects on and as of the Effective Date and as of the Closing as though made as of the Closing (except for those representations and warranties that address matters only as of a specified date, the truth and correctness which shall be determined as of that specified date);

(c) Buyer shall have performed and complied with in all material respects the covenants and agreements contained in this Agreement which are required to be performed and complied with by Buyer at or prior to the Closing;

(d) Seller shall have received a certificate from Buyer, dated the Closing Date, signed by an authorized officer of Buyer, to the effect that the conditions set forth in Section 7.2(a), Section 7.2(b), and Section 7.2(c) have been satisfied (the “**Buyer Closing Certificate**”); and

(e) Buyer shall have delivered, or caused to be delivered, to Seller at the Closing, Buyer’s closing deliverables described in Section 3.7.

Section 7.3 Conditions Precedent to Obligations of Both Parties. The obligations of Buyer to purchase the Acquired Assets and consummate the other transactions contemplated by this Agreement and of Seller to sell the Acquired Assets and consummate the other transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing of the following conditions precedent (except to the extent waived in writing by both Parties in their sole discretion):

(a) No preliminary or permanent injunction or other Order by any Governmental Authority other than Seller which restrains or prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect (each Party agreeing to cooperate to take all Commercially Reasonable efforts that are within its reasonable control to have any such injunction or Order lifted) and no Law shall have been enacted by any Governmental Authority which prohibits the consummation of the transactions contemplated hereby.

ARTICLE 8.

INDEMNIFICATION AND PAYMENT FOR LOSSES

Section 8.1 Indemnification and Payment for Losses.

(a) Subject to the terms and limitations of this Article 8, from and after the Closing, Buyer shall indemnify, defend and hold harmless Seller and its elected and appointed officials, officers, employees and agents (each, a “**Seller Indemnitee**”) from and against, and pay, reimburse and compensate each Seller Indemnitee for, any and all Losses to the extent arising or resulting, directly or indirectly, from:

(i) any breach or inaccuracy of any representation or warranty made by Buyer in Article 5 of this Agreement;

(ii) any breach, violation or nonfulfillment by Buyer of any covenant or agreement of Buyer contained in this Agreement which, by its terms, contemplates performance prior to or after the Closing Date;

(iii) any Assumed Liability;

(iv) any Third Party Claim asserted against a Seller Indemnitee arising in connection with or resulting from Buyer’s ownership or use of the Acquired Assets or its

operation of the Business of the MED Electric Utility on or after the Closing Date (other than any Loss resulting from any Excluded Asset or Excluded Liability);

(v) the Release of Hazardous Substances at, on, in, or to the Acquired Land in Fee after the Closing Date, except for Seller's responsibility with respect thereto under the terms of Section 6.15 (as limited by the Aggregate Environmental Cap on Seller's responsibility set forth in Section 6.15(a)); or

(vi) the gross negligence of, or intentional misconduct by, Buyer or Buyer's Representatives during their physical inspection and investigation of the Real Property pursuant to Section 6.1(b) or Section 6.2.

(b) Subject to the terms and limitations of this Article 8, to the full extent permitted by applicable Law, after the Closing, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and its and their officers, directors, employees, shareholders and agents (each, a "**Buyer Indemnitee**") from and against, and pay, reimburse and compensate each Buyer Indemnitee for, any and all Losses to the extent arising or resulting, directly or indirectly, from:

(i) any breach or inaccuracy of any representation or warranty made by Seller in Article 4 of this Agreement;

(ii) any breach, violation or nonfulfillment by Seller of any covenant or agreement of Seller contained in this Agreement which, by its terms, contemplates performance prior to or after the Closing Date;

(iii) any Excluded Asset;

(iv) any Excluded Liabilities;

(v) all Environmental Liabilities arising from or in connection with Seller's ownership and maintenance of the MED Office and Storage Yard as set forth in the Lease Agreement, whether arising prior to or following the Closing; or

(vi) any Liabilities or obligation, regardless of when such claim is made or asserted, with respect to any under-billing or under-metering for electricity purchased from TVA by Seller and MED (or any of its Customers) prior to the Closing Date.

(c) Notwithstanding anything in this Agreement to the contrary:

(i) the representations and warranties of the Parties hereto contained in or made pursuant to this Agreement shall survive the Closing and continue in full force and effect until the Final Escrow Release Date, except that the Seller Fundamental Representations and the Buyer Fundamental Representations shall survive the Closing and continue in full force and effect indefinitely;

(ii) the covenants and agreements of the Parties contained in or made pursuant to this Agreement shall survive the Closing and continue in full force and effect until fully satisfied, except for such covenants and agreements explicitly subject to a shorter survival

period, then breaches of any such covenants and agreements shall survive until the date that is sixty (60) days following expiration of such shorter survival period;

(iii) Seller shall not be required to indemnify or hold harmless any Buyer Indemnitees against, or reimburse any Buyer Indemnitees for, and Buyer shall not be entitled to reimbursement for any Losses (A) to the extent such Loss relates to Assumed Liabilities under Section 2.3; (B) if pursuant to Section 8.1(b)(i), until the aggregate amount of Losses of Buyer Indemnitees under such Section 8.1(b)(i) exceeds one million dollars (\$1,000,000) (the “*Deductible*”), after which Seller shall indemnify and hold harmless the Buyer Indemnitees for, and Buyer shall be entitled to assert, as its sole and exclusive remedy, a claim against the Escrowed Purchase Price Amount, in accordance with the terms of the Escrow Agreement, in the amount of such Losses arising under Section 8.1(b)(i) that exceeds the Deductible; provided that any claim for indemnification under Section 8.1(b)(i) resulting from a breach of Seller Fundamental Representation shall not be subject to the Deductible; and (C) if pursuant to Section 8.1(b)(vi), until the aggregate amount of Losses of Buyer Indemnitees under Section 8.1(b)(vi) exceeds five hundred thousand dollars (\$500,000), after which Seller shall indemnify and hold harmless the Buyer Indemnitees for the full amount of Losses incurred by such Buyer Indemnitees under Section 8.1(b)(vi) in excess of five hundred thousand dollars (\$500,000), which Losses shall be paid first out of the Escrowed Purchase Price Amount, to the extent thereof, and only after the Escrowed Purchase Price Amount has been depleted or is otherwise unavailable, will Buyer Indemnitees be permitted to recover for claims under Section 8.1(b)(vi) directly from Seller.

(iv) Buyer shall not be required to indemnify, defend and hold harmless any Seller Indemnitees against, or reimburse Seller Indemnitees for, any Losses pursuant to Section 8.1(a)(i) until the aggregate amount of Losses of Seller Indemnitees under such Section 8.1(a)(i) exceeds the Deductible, after which Buyer shall indemnify and hold harmless the Seller Indemnitees for the amount of such Losses arising under Section 8.1(a)(i) that exceeds the Deductible; provided that any such claim for indemnification under Section 8.1(a)(i) resulting from breach of Buyer Fundamental Representation shall not be subject to the Deductible;

(v) (A) the cumulative indemnification obligations of Seller under Section 8.1(b)(i) (other than for Seller Fundamental Representations) shall not exceed, in the aggregate, the Escrowed Purchase Price Amount, and (B) the cumulative indemnification obligations of Buyer under Section 8.1(a)(i) (other than for Buyer Fundamental Representations) shall not exceed, in the aggregate, four million dollars (\$4,000,000); and

(vi) the foregoing limitations on indemnification set forth in this Section 8.1(c) shall not apply with respect to any indemnification claims pursuant to Sections 8.1(a)(ii)-(vi) or Sections 8.1(b)(ii)-(v), or any claim based on intentional or willful misrepresentation or fraud.

(d) For the purposes of the determination of (A) whether there was a breach of any representation or warranty of Seller or Buyer as of any particular date for purposes of this Agreement and (B) the amount of Losses arising from such a breach for which an Indemnitee is entitled to recover under this Agreement, all limitations and qualifications relating to “material”, “materiality”, “Material Adverse Effect”, or “material adverse effect” contained in such representation or warranty shall be disregarded.

(e) The expiration or termination of any representation, warranty, covenant or agreement in this Agreement pursuant to Section 8.1(c) shall not affect the Parties' obligations under this Section 8.1 if the Indemnitee provided the Person required to provide indemnification, or payment, reimbursement or compensation for Losses under this Article 8 (the "**Indemnifying Party**") with timely written notice of the claim or event for which indemnification is sought in accordance with Section 8.2 prior to such expiration or termination.

(f) Except for the remedy of injunctive relief or for claims based on intentional or willful misrepresentation or fraud, the rights and remedies of Seller and Buyer as set forth under this Article 8 shall be the exclusive remedies with respect to claims for indemnifiable Losses under this Agreement.

(g) Each Indemnified Party shall use their commercially reasonable efforts to mitigate any Loss upon becoming aware of any event or circumstance that results in, or would reasonably be expected to result in any Loss for which such party may seek indemnification under this Article 8. Payments by an Indemnifying Party pursuant to Sections 8.1(a) or (b) in respect of any Loss shall be limited to the amount of Losses that remains after deducting therefrom any insurance proceeds, indemnity, contribution or other similar payment received by an Indemnitee in respect of such Loss.

(h) In no event shall any Indemnifying Party be liable to any Seller Indemnitee or Buyer Indemnitee, as the case may be, for (i) any punitive, special or exemplary damages, except to the extent such losses are payable to a third party in connection with a Third Party Claim, or (ii) any indirect damages, including loss of future revenue or income, loss of business reputation or opportunity or diminution of value or any damages based on any type of multiple that, in the case of this clause (ii), are not reasonably foreseeable.

Section 8.2 Defense of Claims.

(a) If any Indemnitee has been notified of the assertion of any claim or of the commencement of any Action made or brought by any Person who is not a Party to this Agreement or any Affiliate of a Party to this Agreement or a Representative of any of the foregoing (a "**Third Party Claim**") against such Indemnitee with respect to which indemnification is to be sought by such Indemnitee from an Indemnifying Party, the Indemnitee shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event such notice shall be given within ten (10) Business Days after the Indemnitee's having been notified of such Third Party Claim (provided that any failure to give timely notice as provided in this sentence shall not affect the rights or obligations of either Party hereunder except to the extent, if any, that the Indemnifying Party which was entitled to receive such notice was actually prejudiced as a result of such failure). Such notice shall describe the nature of the Third Party Claim in reasonable detail and shall indicate the estimated amount, to the extent then known, of the Losses that have been or are reasonably expected to be sustained by such Indemnitee. The Indemnifying Party will have the right to participate in or, by giving written notice to the Indemnitee, may elect to assume the defense of any Third Party Claim at such Indemnifying Party's expense and by such Indemnifying Party's own counsel; provided, however, that the counsel for the Indemnifying Party who shall conduct the defense of such Third Party Claim shall be reasonably satisfactory to the Indemnitee; provided, further, that the Indemnifying Party shall not have the right to assume the defense of a Third Party

Claim by a Governmental Authority or a Third Party Claim seeking any relief other than monetary damages. The Indemnitee shall cooperate in good faith in the Indemnifying Party's defense of a Third Party Claim at such Indemnitee's own expense.

(b) After an Indemnitee gives timely written notice to the Indemnifying Party of any Third Party Claim:

(i) If the Indemnitee is given written acknowledgement by the Indemnifying Party that the Indemnifying Party has elected to assume the defense of such Third Party Claim as provided in Section 8.2(a), (A) the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof, and (B) subject to Section 8.2(b)(ii), the Indemnifying Party shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnitee. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim.

(ii) For any matter in which the Indemnifying Party has elected to assume the defense of such Third Party Claim as provided in Section 8.2(a), the Indemnifying Party shall not agree to or enter into any judgement, compromise or settlement of any Third Party Claim which would result in a Liability or create any Encumbrance on the Acquired Assets or financial or other obligation on the part of the Indemnitee. If a firm offer is made to settle a Third Party Claim that would result in a Liability or create any Encumbrance on the Acquired Assets or a financial or other obligation on the part of the Indemnitee, and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to the Indemnitee to that effect. If, after Indemnifying Party gives such written notice to the Indemnitee, (A) the Indemnitee unreasonably withholds, conditions or delays consent, (B) such compromise or settlement neither creates an Encumbrance on the assets of the Indemnitee, nor contains any restriction or condition that would reasonably be expected to have a material adverse effect on the Indemnitee or its business, and (C) such compromise or settlement solely involves the payment of money damages (all of which will be paid in full by the Indemnifying Party concurrently with the effectiveness thereof) and, upon such payment, releases the Indemnitee from all Liabilities and obligation with respect to the subject Third Party Claim, then the Indemnifying Party, at its election, may accept such compromise or settlement and shall be relieved of its obligations under this Article 8; provided, however, that the Indemnitee has not, within twenty (20) Business Days of receipt of a notice of a Third Party Claim or notice of any offer of compromise or settlement, under this subsection, delivered written notice to the Indemnifying Party of its election to assume control of the defense, compromise or settlement of such Third Party Claim at its sole expense. In such event, the maximum Liability of the Indemnifying Party as to such Third Party Claim will be the amount of such firm offer of settlement.

(iii) If the Indemnitee maintains control of the defense of any Third Party Claim in the event Indemnifying Party does not provide written acknowledgement of control pursuant to Section 8.2(a) or Indemnitee assumes control of the defense, compromise or settlement of any Third Party Claim pursuant to this Section 8.2(b), it shall be entitled to agree to any compromise or settlement without the written consent of the Indemnifying Party.

(c) Any claim by an Indemnitee on account of a Loss which does not result from a Third Party Claim (a “*Direct Claim*”) shall be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, to the extent then known.

(d) A failure to give timely notice as provided in this Section 8.2 shall not affect the rights or obligations of either Party hereunder except to the extent, if any, that the Indemnifying Party which was entitled to receive such notice was actually prejudiced as a result of such failure.

(e) Payment, reimbursement or compensation of a Loss shall be made by the Indemnifying Party within thirty (30) days after a final and non-appealable adjudication of such Indemnifying Party’s responsibility for such Loss or such Indemnifying Party’s agreement in writing to accept responsibility for such Loss; provided, however, that this Section 8.2(e) shall not be construed to limit or impair the Indemnifying Party’s right to dispute its responsibility to indemnify or hold harmless with respect to a Loss or to assert limitations as to such responsibility, under the terms of this Agreement.

Section 8.3 Escrowed Purchase Price Amount. The Escrowed Purchase Price Amount shall be available to indemnify, hold harmless and reimburse any Buyer Indemnitee from any Losses indemnifiable by Seller under this Article 8. The Escrowed Purchase Price Amount is the sole and exclusive sources available to satisfy any claims of the Buyer Indemnitees under Section 8.1(b)(i) (except in connection with any breaches of Seller Fundamental Representations or any claim based on intentional or willful misrepresentation or fraud). In no event shall Seller be obligated to reimburse, replenish or make any further contribution to the Escrowed Purchase Price Amount following the Closing.

ARTICLE 9.

TERMINATION

Section 9.1 Termination.

(a) This Agreement may be terminated at any time prior to the Closing by the mutual written agreement signed by Seller and Buyer.

(b) This Agreement may be terminated by Seller or Buyer, if: (i) any federal or state court of competent jurisdiction shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the Closing, and such Order shall have become final and nonappealable; (ii) any Law shall have been enacted or issued by any Governmental Authority (other than Seller or the Council) which, directly or indirectly, prohibits the consummation of the Transaction; or (iii) the Closing contemplated hereby shall have not occurred on or before the Termination Date; provided, however, that the right to terminate this Agreement under Section 9.1(b)(iii) shall not be available to either Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date.

(c) Subject to the limitations on the right to terminate this Agreement in Section 6.8, this Agreement may be terminated by Buyer if (i) there exists any breach by Seller of any representation or warranty contained in Article 4, or (ii) Seller has breached or failed to perform

any of its covenants or other agreements contained in this Agreement to be complied with by Seller such that, in either case, any closing condition set forth in Section 7.1 would not be satisfied, and, in the case of both (i) and (ii) above, such breach or failure to perform is not cured within sixty (60) days of receipt by Seller of written notice thereof from Buyer or is incapable of being cured by Seller.

(d) This Agreement may be terminated by Seller if (i) there exists any breach by Buyer of any representation or warranty contained in Article 5, or (ii) Buyer has breached or failed to perform any of its covenants or other agreements contained in this Agreement to be complied with by Buyer such that, in either case, any closing condition set forth in Section 7.2 would not be satisfied, and, in the case of both (i) and (ii) above, such breach or failure to perform is not cured within sixty (60) days of receipt by Buyer of written notice thereof from Seller or is incapable of being cured by Buyer.

(e) Buyer may terminate this Agreement if permitted under the terms of Section 6.8.

Section 9.2 Effect of Termination. In the event of a termination of this Agreement by Seller or Buyer pursuant to Section 9.1 (other than Section 9.1(a)) the terminating Party shall give prompt written notice to the other Party of its intention to terminate, and this Agreement shall thereupon be deemed terminated upon the date set forth in such written notice, except as otherwise provided in this Agreement; provided, however, that Buyer's obligations pursuant to Section 8.1(a)(vi) shall survive any such termination. If this Agreement is terminated pursuant to Section 9.1, this Agreement shall be null and void and neither Party shall have any Liability or obligation to the other Party under this Agreement (with respect to such breach or otherwise) or as a result of the termination of this Agreement. If this Agreement is terminated as provided herein, all filings, applications and other submissions made to any Governmental Authority shall, to the extent practicable, be withdrawn from the Governmental Authority to which they were made.

ARTICLE 10.

MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. This Agreement may not be amended, modified or supplemented, except by written agreement of Seller and Buyer.

Section 10.2 Waiver of Compliance; Consents. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Except as otherwise provided herein, the failure of a Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. A waiver by a Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by a Party of the time for performing any act shall not constitute a waiver of

the time for performing any other act or the time for performing an identical act required to be performed at a later time.

Section 10.3 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors or permitted assigns, and is not intended by the Parties to confer third-party beneficiary rights upon any other Person, including any employee or any beneficiaries or dependents thereof. No provision of this Agreement shall create any third party beneficiary rights in any Transferred Employee or any former employee of Seller (including any beneficiary or dependent thereof) in respect of terms and conditions of employment or continued or resumed employment with Buyer or its Affiliates. No provision of this Agreement shall create any rights in any such Persons in respect of any compensation or any benefits that may be provided, directly or indirectly, under any Buyer Benefit Plan, nor shall any provision of this Agreement be deemed an amendment of any Benefit Plan.

Section 10.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by overnight courier or sent by registered or certified mail (return receipt requested), postage prepaid, to the recipient Party at its address (or at such other address for a Party, or to the attention of such other individual or office holder, as shall be specified by like notice; provided, however, that any notice of a change of address (or the individual or office holder to whose attention such notice is to be given) shall be effective only upon receipt thereof):

(a) if to Seller, to:

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Attention: City Manager

with copies to:

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Attention: City Attorney

-and-

if to Buyer, to:

Middle Tennessee Electric Membership Corporation
555 New Salem Highway
Murfreesboro, TN 37129
Attention: Managing Counsel

with a copy to:

Bass Berry & Sims PLC

150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: W. Brantley Phillips

(b) A notice delivered personally, under the terms of this Section 10.4, will be deemed given when received. A notice sent by U.S. mail will be deemed given (1) on the fifth (5th) day after such mailing is deposited in the U.S. mail if sent registered or certified mail, postage prepaid, return receipt requested, or (2) on the first (1st) Business Day following deposit with a reputable overnight courier.

Section 10.5 Seller Disclosure Schedules. The Seller Disclosure Schedules shall be arranged in separate parts corresponding to the numbered and lettered sections in Article 4 hereof. The information disclosed in any schedule of the Seller Disclosure Schedules shall be deemed to be a representation of Seller as if set forth in Article 4 hereof. Disclosure of any matter in the Seller Disclosure Schedule shall not constitute an admission or raise any inference that such matter constitutes a violation of Law or an admission of liability or facts supporting liability.

Section 10.6 Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned or delegated by either Party without the prior written consent of the other Party, which may be withheld in such Party's sole discretion. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

Section 10.7 Governing Law; Venue; and No Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Tennessee (without giving effect to conflict of law principles) as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE CHANCERY COURT OF THE STATE OF TENNESSEE, 16TH JUDICIAL DISTRICT, IN RUTHERFORD COUNTY, TENNESSEE, WHICH COURT THE PARTIES AGREE SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE; PROVIDED, HOWEVER, THE PARTIES HERETO LIKEWISE AGREE TO VENUE IN THE BUSINESS COURT, OR IF THE BUSINESS COURT IS NO LONGER IN EXISTENCE, THE CHANCERY COURT, FOR THE 20TH JUDICIAL DISTRICT, AT NASHVILLE, LOCATED IN DAVIDSON COUNTY, FOR ANY SUCH ACTIONS OR PROCEEDINGS. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN THE BUSINESS COURT DOCKET FOR SUCH ACTIONS AND PROCEEDINGS. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY TENNESSEE COURTS.

(c) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS

CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

(d) The Parties acknowledge (i) that Seller may be entitled under the Tennessee Government Tort Liability Act to certain protections and limitations of liability to third parties in respect of torts committed by or on behalf of Seller, and (ii) that the foregoing is not intended to and shall not be deemed to limit or otherwise affect any contractual right or remedy of Buyer or any Buyer Indemnitee set forth herein.

Section 10.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.9 Schedules and Exhibits. Except as otherwise provided in this Agreement, all Exhibits and Schedules (including Seller Disclosure Schedules) referred to herein are intended to be and hereby are specifically made a part of this Agreement.

Section 10.10 Entire Agreement. This Agreement and the Ancillary Agreements, including the Exhibits, Schedules, documents, certificates and instruments referred to herein or therein, embody the entire agreement and understanding of the Parties hereto in respect of the Transactions contemplated by this Agreement and shall supersede all previous oral and written agreements and understandings and all contemporaneous oral negotiations, representations, warranties, commitments and understandings including (a) that certain Term Sheet dated August 14, 2019, between Seller and Buyer, as amended, and (b) all documents or communications, whether oral, written or electronic, submitted or made by (i) Buyer or any of its representatives to Seller or any of its representatives or (ii) Seller or any of its representatives to Buyer or any of its representatives, in connection with the sale process that occurred prior to the execution of this Agreement or otherwise in connection with the negotiation and execution of this Agreement.

Section 10.11 No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the Parties, or imposes a trust, partnership or fiduciary duty, obligation or liability on or with respect to the Parties.

Section 10.12 Change in Law. If and to the extent that any Laws (other than Laws of Seller) that govern any aspect of this Agreement shall change, so as to make any aspect of the transaction described in this Agreement unlawful, then the Parties agree to make such modifications to this Agreement as may be reasonably necessary for this Agreement to accommodate any such legal or regulatory changes, without materially changing the overall benefits or consideration expected hereunder by either Party.

Section 10.13 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this

Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement and in lieu of such illegal, invalid or unenforceable provision, Seller and Buyer shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such holding and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

CITY OF MURFREESBORO, TENNESSEE

By: _____

Name: _____

City Recorder

Title: _____

(City Seal)

27126382.22

TERM PROMISSORY NOTE

\$202,000,000.00

Murfreesboro, Tennessee

[●], 20[●]

FOR VALUE RECEIVED, on or before [●], 20[●]¹ (the “Maturity Date”), MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a non-profit electric membership cooperative organized under the laws of the State of Tennessee (“Maker”), promises to pay to the order of the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (“Payee”), without grace, at the office of Payee at 111 West Vine Street, Murfreesboro, TN 37130 (Attention: City Manager), or at such other place as Payee may designate to Maker in writing from time to time, the principal sum of TWO HUNDRED TWO MILLION AND NO/100THS DOLLARS (\$202,000,000.00), together with interest on the outstanding principal balance hereof from date at a fixed rate equal to three and three tenths percent (3.30%) per annum; *provided, however*, in no event shall such interest exceed the maximum rate of interest from time to time allowed to be charged under applicable law (the “Maximum Rate”).

Principal and interest payable in respect of the indebtedness evidenced by this Term Promissory Note shall be due and payable in equal, consecutive annual installments in the amount of \$17,290,133.78 each, with the first installment being payable on [●], 20[●]², and subsequent installments being payable on the same day of each succeeding year thereafter until the Maturity Date, at which time the entire outstanding principal balance, together with all accrued and unpaid interest, shall be immediately due and payable in full.

All payments in respect of the indebtedness evidenced hereby shall be made in collected funds, and shall be applied to principal, accrued interest and charges and expenses owing under or in connection with this Term Promissory Note in such order as Payee elects, except that payments shall be applied to accrued interest before principal.

This Term Promissory Note is not subject to prepayment prior to the Maturity Date without the consent of Payee.

Reference is hereby made to (a) that certain Asset Sale and Purchase Agreement dated as of even date herewith, by and between Maker and Payee (as the same may hereafter be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the “APA”) and (b) that certain Real Estate Deed of Trust and Security Agreement dated as of July 28, 2015, by and among Maker, as Grantor and Trustor, James R. Kelley, as Trustee, and CoBank, ACB, as Beneficiary, of record in Record Book 170, page 61, Register’s Office for Cannon County, Tennessee, Record Book 1505, page 1374, Register’s Office for Rutherford County, Tennessee, Book 6873, page 178, Register’s Office for Williamson County, Tennessee, and Book 1720, page 926, Register’s Office for Wilson County, Tennessee (as the same heretofore may have been or hereafter may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, herein referred to as the “Deed of Trust”). The indebtedness and other obligations evidenced hereby are further evidenced and/or secured as set forth in the APA and the Deed of Trust, and this Term Loan Note is an

¹ NTD: Fifteen (15) years from the Closing Date.

² NTD: One (1) year from the Closing Date.

Additional Note (as defined in the Deed of Trust) and Payee, pursuant to the provisions of Article III of the Deed of Trust, is a Beneficiary (as defined in the Deed of Trust).

If the Maker shall provide for the payment of the indebtedness evidenced by this Term Promissory Note by creating for that purpose an irrevocable escrow trust fund (with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”)) sufficient to provide for payment in full of this Term Promissory Note at maturity (and payment of all interest payable hereon at and until maturity), which trust fund shall consist of (1) cash sufficient for such purpose, or (2) Federal Obligations which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient for such purpose without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed) or (3) a combination of cash and Federal Obligations which together will produce funds sufficient for such purpose, then and in that case the indebtedness evidenced by this Term Promissory Note shall be discharged and satisfied and all covenants, agreements and obligations of the Maker to the Payee hereunder and under the Deed of Trust shall be fully discharged and satisfied and shall thereupon cease, terminate and become void; and the Payee shall thereafter be entitled only to payment out of the money or Federal Obligations deposited with the Agent. At least (three) 3 Business Days prior to the establishment of an escrow trust fund described in this paragraph with respect to the Term Promissory Note, the Maker shall deliver to the Payee (i) draft copies of the escrow agreement, (ii) an opinion of counsel addressed to the Payee regarding the validity and enforceability of the escrow trust agreement and (iii) if Federal Obligations will form any portion of the escrow trust fund, a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants stating that, if the principal of and interest on the Federal Obligations forming a part of the escrow trust fund are paid on the respective due dates of such principal and interest, said escrow trust agreement will produce funds sufficient to provide for the full payment and retirement of the Term Promissory Note.

Neither the Federal Obligations and/or moneys deposited with the Agent pursuant to the preceding paragraph this Section, nor any principal or interest payments thereon, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on this Term Promissory Note.³

For the purposes of the two preceding paragraphs, the term “Federal Obligations” shall mean direct obligations of, or obligations, the principal of and interest on which are fully and unconditionally guaranteed as to the timely payment of principal and interest by, the United States of America, which obligations shall not be subject to redemption prior to their maturity at the option of the issuer.

Should the payment of any amounts required by the terms of this Term Loan Note be received by Payee more than ten (10) business days after its due date, Maker shall accrue a late payment penalty equal to one percent (1%) of the amount overdue for each month outstanding until paid, beginning with the due date of the late payment.

³ Note that if the delete proviso is retained, a provision requiring a new verification report upon each withdrawal or reinvestment should be added.

If Maker fails to make any payment required by the terms of this Term Loan Note within ten (10) business days of when due, the entire outstanding principal balance of the indebtedness evidenced hereby, together with any other sums advanced hereunder or under any other instrument or document now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of Payee and with notice to Maker, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity.

In the event this Term Promissory Note is placed in the hands of an attorney for collection or for enforcement or protection of the security, or if Payee incurs any costs incident to the collection of the indebtedness evidenced hereby or the enforcement or protection of the security, Maker agrees to pay reasonable attorneys' fees, all court and other costs, and the reasonable costs of any other collection efforts.

Presentment for payment, demand, protest and notice of demand, protest and nonpayment are hereby waived by Maker. No failure or delay on the part of Payee in exercising any right, power or privilege under this Term Promissory Note shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment, waiver or discharge of any provision of this Term Promissory Note shall be effective unless in writing and signed by the party against whom enforcement of any modification, amendment, waiver or discharge is sought, and then the same shall be effective only in the specific instance and for the purpose for which given.

All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the interest and loan charges agreed to be paid to Payee for the use of the money advanced or to be advanced hereunder exceed the maximum amounts collectible under applicable laws in effect from time to time. If for any reason whatsoever the interest or loan charges paid or contracted to be paid in respect of the indebtedness evidenced hereby shall exceed the maximum amounts collectible under applicable laws in effect from time to time, then, *ipso facto*, the obligation to pay such interest and/or loan charges shall be reduced to the maximum amounts collectible under applicable laws in effect from time to time, and any amounts collected by Payee that exceed such maximum amounts shall be applied to the reduction of the principal balance remaining unpaid hereunder and/or refunded to Maker so that at no time shall the interest or loan charges paid or payable in respect of the indebtedness evidenced hereby exceed the maximum amounts permitted from time to time by applicable law. This provision shall control every other provision in any and all other agreements and instruments now existing or hereafter arising between Maker and Payee with respect to the indebtedness evidenced hereby.

This Term Loan Note may not be assigned or endorsed by Payee without giving prior written notice of such assignment to Maker, setting forth the name and address of such assignee or endorsee.

Any provision of this Term Promissory Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Term Promissory Note has been negotiated, executed and delivered in the State of Tennessee, and is intended as a contract under and shall be construed and enforceable in accordance with the laws of said state, except to the extent that federal law may govern the Maximum Rate.

As used herein, the terms “Maker” and “Payee” shall be deemed to include their respective successors, legal representatives and permitted assigns, whether by voluntary action of the parties or by operation of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Maker has caused this Term Promissory Note to be executed by its duly authorized representative as of the date first above written.

MAKER:

MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: _____
Name: _____
Title: _____

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$0.00. THIS IS AN EXEMPT TRANSACTION. GOVERNMENTAL INSTRUMENTALITY IS HOLDER OF INDEBTEDNESS.

THIS INSTRUMENT PREPARED BY:
Drew Hutchison
CoBank, ACB
Attn: Legal and Loan Processing
6340 S. Fiddlers Green Cir.
Greenwood Village, CO 80111

=====

AMENDMENT TO
REAL ESTATE DEED OF TRUST
AND
SECURITY AGREEMENT

Made By and Among

THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION
as Grantor and Trustor

and

JAMES R. KELLEY
as Trustee

for the Benefit of

COBANK, ACB
as Beneficiary, and

CITY OF MURFREESBORO, TENNESSEE
as Beneficiary

Dated as of December 11, 2019

THIS INSTRUMENT CONSTITUTES A DEED OF TRUST AND SECURITY AGREEMENT COVERING BOTH REAL AND PERSONAL PROPERTY OF A TRANSMITTING UTILITY AND IS TO BE CROSS INDEXED IN ALL INDICES IN WHICH ARE RECORDED LIENS, DEEDS OF TRUST, OR OTHER ENCUMBRANCES AGAINST REAL AND PERSONAL PROPERTY.

THIS INSTRUMENT CONSTITUTES A LIEN ON ALL AFTER ACQUIRED PROPERTY OF THE GRANTOR.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS.

THIS INSTRUMENT SECURES OBLIGATORY ADVANCES FOR COMMERCIAL PURPOSES.

=====

THIS AMENDMENT TO THE REAL ESTATED DEED OF TRUST AND SECURITY AGREEMENT (hereinafter called this "Amendment"), is made by **THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION**, as grantor and trustor (hereinafter called the "Grantor"), a corporation existing under the laws of the State of Tennessee, to **JAMES R. KELLEY**, as a resident of Davidson County, Tennessee (the "Trustee"), for the benefit of **COBANK, ACB**, as a Beneficiary (hereinafter called "CoBank"), a federally-chartered instrumentality of the United States, and **the CITY OF MURFREESBORO, TENNESSEE** as a Beneficiary (hereinafter called "Murfreesboro"), a municipality organized under the laws of Tennessee (CoBank and Murfreesboro being hereinafter sometimes collectively referred to as the "Beneficiaries"). Capitalized terms used herein but not defined herein shall have the meanings assigned in the Deed of Trust.

WHEREAS, the Grantor and CoBank are parties to that certain Real Estate Deed of Trust and Security Agreement dated July 28, 2015 (the "Deed of Trust") identified in Appendix "A" hereto, originally entered into between the Grantor and CoBank; and

WHEREAS, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to grant and pledge its property hereinafter described or mentioned to secure the payment of the same, and to add Murfreesboro as a Beneficiary and a secured party hereunder and under the Deed of Trust; and

WHEREAS, Grantor and CoBank wish to amend and restate Appendix A attached to the Deed of Trust to update and add additional obligations secured by the Deed of Trust; and to increase the Maximum Debt Limit provided for therein; and

WHEREAS, Grantor and CoBank wish to amend and restate Appendix B attached to the Deed of Trust to update certain legal descriptions contained therein; and

WHEREAS, Grantor and CoBank wish to amend and restate Appendix C attached to the Deed of Trust to exclude certain tracts of land.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **APPENDIX A – MAXIMUM DEBT LIMIT AND OTHER INFORMATION**, as amended and restated, in the form attached hereto and incorporated herein by this reference, hereby replaces and supersedes the **APPENDIX A – MAXIMUM DEBT LIMIT AND OTHER INFORMATION**, originally appended to the Deed of Trust.

2. **APPENDIX B – TRUST ESTATE**, as amended and restated, in the form attached hereto and incorporated herein by this reference, hereby replaces and supersedes the **APPENDIX B – TRUST ESTATE** originally appended to the Deed of Trust.

3. **APPENDIX C – EXCEPTED PROPERTY**, as amended and restated, in the form attached hereto and incorporated herein by this reference, hereby replaces and supersedes the **APPENDIX C – EXCEPTED PROPERTY** originally appended to the Deed of Trust.

4. The Beneficiaries' addresses in Section 6.04 of the Deed of Trust hereby are changed as follows:

As to the Beneficiaries: CoBank, ACB
6340 S. Fiddlers Green Cir.

Greenwood Village, CO 80111
Attention: Legal and Loan Processing
Fax No: (303) 740-4002

The City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, TN 37131
Attention:
Fax No:

5. The Deed of Trust, as amended to date, continues to serve as security for all past, current and future loans, indebtedness, liabilities and obligations of every kind and nature which currently exist or may exist in the future between the Grantor and CoBank.

6. This Amendment shall not be construed as a novation of the promissory note(s) or other obligations secured by the Deed of Trust.

7. Except as specifically amended hereby, all other terms and conditions of the Deed of Trust shall remain in full force and effect, in all other respects are fully confirmed and ratified, and the Deed of Trust shall continue as a lien upon the Trust Estate.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of **THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION**, as Grantor; **COBANK, ACB**, as Beneficiary; and **THE CITY OF MURFREESBORO**, as Beneficiary, have executed this Amendment to Real Estate Deed of Trust and Security Agreement to be signed all as of the day and year first above written.

THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, Grantor

By: _____

Printed Name: _____

Title: _____

(Seal)

STATE OF TENNESSEE)

) ss

COUNTY OF _____)

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of The Middle Tennessee Electric Membership Corporation, the within named bargainor, a corporation, and that such president or officer as such _____ (title of officer), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation.

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

By: _____

Notary Public _____

(Notarial Seal)

COBANK, ACB, Beneficiary

By: _____

Printed Name: _____

Title: Assistant Corporate Secretary _____

(Seal)

STATE OF COLORADO)

) SS

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as Assistant Corporate Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States.

Witness my hand and official seal.

(Notarial Seal)

By: _____

Notary Public _____

My commission expires: _____

DEED OF TRUST

APPENDIX A

MAXIMUM DEBT LIMIT AND OTHER INFORMATION

1. The "Maximum Debt Limit" is: \$400,000,000.00.
2. The Deed of Trust as described in the first WHEREAS clause above is more particular described as follows:

Real Estate Deed of Trust and Security Agreement, dated as of **July 28, 2015**, by **THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION** as Grantor, to **JAMES R. KELLEY**, as Trustee, for the benefit of **COBANK, ACB**, as a Beneficiary and recorded as follows:

<u>Recording Date</u>	<u>County (State)</u>	<u>Book, Page</u>	<u>Instrument No.</u>
September 22, 2016	Cannon (TN)	170, 61	51176
September 20, 2016	Rutherford (TN)	1505, 1374	2043313
September 20, 2016	Williamson (TN)	6873, 178	16040702
September 22, 2016	Wilson (TN)	1720, 926	16591783

3. The outstanding secured indebtedness described in the third WHEREAS clause above as evidenced by the Original Notes is as follows:

ORIGINAL NOTES issued to CoBank:

<u>CoBank Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>
00011264T02 ¹	\$7,772,776.89	July 8, 2019	May 20, 2030
00011264T03 ²	\$13,853,581.11	July 8, 2019	June 20, 2031
00011264T11 ³	\$12,132,195.60	July 8, 2019	June 20, 2026

5. The outstanding secured indebtedness described in the third WHEREAS clause above as evidenced by the Additional Notes is as follows:

ADDITIONAL NOTES issued to Murfreesboro:

<u>Murfreesboro Loan Designation</u>	<u>Face Amount of Note</u>	<u>Note Date</u>	<u>Maturity Date</u>
xxxx	\$202,000,000.00	xx/xx/2019	xx/xx/20xx

¹ Amends and restates that certain Promissory Note No. [RIML0730T2](#), dated as of January 15, 2004.

² Amends and restates that certain Promissory Note No. [RIML0730T3](#), dated as of January 15, 2004.

³ Amends and restates that certain Promissory Note No. [RIML0730T11](#), dated as of March 5, 2015.

DEED OF TRUST

APPENDIX B

TRUST ESTATE

Legal descriptions of real property in which the Grantor has a fee estate:

RUTHERFORD COUNTY

1. MURFREESBORO DISTRICT OFFICE

A certain tract of land situated in Rutherford County, in the state of Tennessee, described in a certain deed dated August 27, 1949, executed and delivered by the City of Murfreesboro, as Grantor to the Mortgagee, as Grantee, recorded on August 29, 1949, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 104, at Page 421, such property being located at:

Beginning at a point on the East edge of the sidewalk on the west margin of North Maple Street 70 feet north of the north margin of West Burton Street, and running thence North 363 feet to a stake on the east margin of the sidewalk at the southeast corner of the J.A. Moore (deceased) estate lot, now owned by Mrs. Lucy B. Brown: thence with south edge of brick wall, West 314 feet to a stake in the east side of a light pole, on the east side of the North Walnut Street thence with the east margin of North Walnut Street, South 363 feet to a stake at the north west corner of the Mrs. Campbell (now owned by Mrs. Oglesby) lot; thence East with north line of Oglesby, Cook and others lot. East 314 feet to the point of beginning. Being a rectangular lot lying north and south and fronting on east by North Maple Street and on the west by North Walnut Street a distance of 363 feet each.

2. SMYRNA SUBSTATION LOT

A certain tract of land situated in Rutherford County, in the state of Tennessee, described in a certain deed dated April 8, 1965, executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority as Grantor to the Mortgagee, (The Middle Tennessee Electric Membership Corporation), as Grantee, recorded on April 29, 1965, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 160, at Page 39, such property being located at:

Beginning at the point of intersection of the northeast right of way line of an existing county road (old US Highway No. 41) and the east line of an abandoned county road which is the east line of the land of Leonard Richardson and Eugene Johnson and running thence with the east line of the land of Leonard Richardson and Eugene Johnsons N. 26° 16' E., 128.3 feet to a point; thence S. 43° 0' E., 71.5 feet to a point; thence S. 47° 00' W., 10.0 feet to a point; thence S. 43° 00' E., 92.7 feet to a point on the north east right of way line of the existing county road; thence with the northeast right of way line of said road, a line 30 feet northeast of and paralleled to the center line of road, N. 43° 00' W., 118.8 feet to the point of beginning, and continuing 0.37 acres, more or less, as shown on Sheet 1, Drawing LC-22557, Revision 9, entitled Smyrna, Tenn., Substation 161 kv, General Arrangement Plan, prepared by TVA's engineers, and being a part of the same property conveyed to the United States of America by W.Y. Posey, a widower, by deed dated December 2, 1948, recorded in Deed Book 103, Page 209, in the Register's office of Rutherford County, Tennessee.

3. MURFREESBORO SUBSTATION LOT

A certain tract of land situated in Rutherford County, in the state of Tennessee, described in a certain deed dated April 8, 1965, executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority as Grantor to the Mortgagee, (The Middle Tennessee Electric Membership

Corporation), as Grantee, recorded on April 29, 1965, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 160, at Page 335, such property being located at:

Beginning at a railroad iron on the northwesterly right of way line of the state highway, the most easterly corner of the existing substation lot and of the parcel herein described; thence with the highway right of way S. 44° 57' W., 120.7 feet to a point; thence leaving the highway N. 38° 57' W., 882.1 feet to a point; thence 51° 03' E., 120.0 feet to a point in the northeastern boundary of the existing substation lot; thence with the substation lot line S. 38° 57' E., 869.3 feet to the point of beginning, containing 2.42 acres, more or less, as shown by TVA drawing No. LW-1740, Revision 4, and being a part of the same property acquired by Tennessee Power Company, Grantor's predecessor in title, by virtue of the decree in Chancery Cause styled Tennessee Power Company et. al. vs. Elizabeth Lytle et. al. dated October 15, 1912, entered in Minute Book Z, page 359, in the office of the Clerk and Master of Rutherford County, Tennessee, a certified copy thereof being of record in Deed Book 56, page 256, in the Register's office of said county. See also deed from Clifford Love, Trustee, to Tennessee Power Company, dated May 15, 1913, recorded in Deed Book 56, page 592, in said Register's office.

4. FLORENCE SUBSTATION LOT

A certain tract of land situated in Rutherford County, in the state of Tennessee, described in a certain deed dated August 8, 1974, executed and delivered by Roy Lee Waldron and wife, Joyce Waldron as Grantor to the Mortgagor, (The Middle Tennessee Electric Membership Corporation), as Grantee, recorded on September 16, 1974, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 232, at Page 552, such property being located at:

Beginning at an iron pin in the west margin of Burluson Road, being Don Clement's northeast property corner; thence with Clement's north line fence N. 52° 00' W., 292.8 feet to an iron pin at fence corner; thence 34° 36' E., 180.7 feet to an iron pin in the south margin of Webster Street; thence with the south margin of Webster Street S. 53° 44' E., 275.7 feet to an iron pin; thence following a curve to the right with a 20.0 foot radius 31.4 feet to an iron pin in the west margin of Burluson Road; thence with the west margin of Burluson Road S. 36° 16' W., 160.9 feet to the beginning containing 1.22 acres, more or less.

5. INTERCHANGE CITY SUBSTATION LOT

A certain tract of land situated in Rutherford County, in the state of Tennessee, described in a certain deed dated June 26, 1977, executed and delivered by C.A. Chaney, as Grantor to the Mortgagor, (The Middle Tennessee Electric Membership Corporation), as Grantee, recorded on June 30, 1977, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 257, at Page 109, such property being located at:

Beginning at a point in the center of Chaney Road at the southeast corner of the C.A. Chaney property and the northeast corner of Vaster and Roy Lee Waldron property; thence N. 84° 33' W., passing a steel pin at 17.1 feet; and continuing 247.9 feet along a fence to a fence corner; thence N. 1° 42' E., 151.4 feet to a steel pin; thence S. 82° 21' E., 70.2 feet to a steel pin; thence 67° 07' E., 82.4 feet to a steel pin; thence N 11° 00' E, passing a steel pin at 66.0 feet and continuing 16.0 feet to a point in the center line of Chaney Road; thence S 70° 26' E 119.1 feet along said center line to a steel pin; thence S 4° 01' W 239.8 feet along said center line to the point of beginning, being an area, of 1.24 acres, and being part of the same property conveyed to C.A. Chaney by deed from T.L. Goodman et ux, et al as of record in Deed Book 114, Page 615, Register's Office for Rutherford County, Tennessee.

6. HEADQUARTERS LOT

A certain tract of land situated in Rutherford County, in the State of Tennessee, described in a certain deed dated November 14, 1977, executed and delivered by County Judge Ben Hall McFarlin, and attested by County Court Clerk Ed Elam, for and in behalf of Rutherford County, Tennessee, a political subdivision and entity of the State of Tennessee, as Grantor, to The Mortgagor, (The Middle Tennessee Electric Membership Corporation). as Grantee, recorded on December 5, 1977, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 262, Page 637, such property being described as follows:

Being Lot No. 4 of the Rutherford County Industrial Park, Patterson Property. Section II, according to survey and plat of same of record in Plat Book 7, pages 28 and 29 of the Register's Office of Rutherford County, Tennessee, to which reference is hereby made for complete details of location and description of said lot, said lot containing 15.48 acres.

Being a portion of the property conveyed to the undersigned, red by Deed from William Patterson et ux of record in Deed Book 239, page 42 of the Register's Office of Rutherford County, Tennessee.

7. SMYRNA AIRPORT SUBSTATION LOT

A certain tract of land situated in Rutherford County, In the State of Tennessee described in a certain deed dated April 15, 1982 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on May 25, 1982, in the Office of the Register of the County of Rutherford, in the State of Tennessee, in Book 311, at Page 559, such property being located at:

Beginning at a point on the west side of Weakley Road at a corner of the land of the United States of America in the custody of the Tennessee Valley Authority (US-TVA Tract HACSS-1) and the land of the United States of America in the custody of the Department of the Air Force, said point being the southeast corner of US-TVA Tract HACSS-1, and being 996.52 feet, as measured along the Department of the Air Force boundary line in a northerly direction, from Corner M.1: thence with the line of US-TVA Tract HACSS-1 N. 82° 58' 33" W. 519.85 feet, passing an iron pipe at 19.85 feet, to an iron pipe: thence N. 7° 01' 27" E., 470.00 feet to an iron pipe: thence S. 82° 58' 33" E., 522.70 feet, passing an iron pipe at 500.00 feet, to a point on the west side of Weakley Road; thence along the side of the road S. 7° 49' 28" W. 203.85 feet to a point; thence S. 7° 01' 27" W., 266.17 feet to the point of beginning, and containing 5.62 acres, more or less.

8. RUTHERFORD COUNTY LOT

Located in the 13th Civil District of Rutherford County, Tennessee Bound on the north by the remaining property of Harris; on the east by the remaining property of Harris and a proposed right-of-way; on the south by Joe S. Anderson (Deed Book 563, page 54); and on the west by William Cecil Prater, Jr. (Deed Book 550, page 764).

Beginning at a point in the east line of William Cecil Prater, Jr., said point being the northwest corner of Joe S. Anderson and the southwest corner of this tract; thence with the east line of William ,Cecil Prater, Jr., N. 00° 45' 30" E, 500.64 feet to a point; thence continuing with the east line of Prater N. 00° 45' 30" E, 55.76 feet to a point; thence N. 00° 22' 50" W 134.80 feet to a point, being the northwest corner of this tract; thence with the south line of the remaining property of Harris N 84°16'10" E 799.42 feet to a point; thence continuing with remaining property of Harris S 02°03'50" W 191.37 feet to a point; thence N 84° 16' 10" E, 250.00 feet to a point in the west margin of a proposed right-of-way; thence with the proposed west right-of-way S 02°03'50" W 487.29 feet to a point, being the southeast corner of this tract; thence with the north line of Joe S. Anderson S 83° 27' 30" W, 1032.92 feet to the point at the beginning; containing 15.13 acres, more or less.

This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

WILLIAMSON COUNTY

9. FRANKLIN SUBSTATION LOT - TRACT A

A Certain tract of Land situated in Williamson County in the State of Tennessee. described in a certain deed dated April 23, 1964 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority, as Grantor to the Mortgagor, as Grantee, recorded on July 1, 1964, in the Office of the Register of the County of Williamson in the State of Tennessee, in Book 131 at Page 521, such property being located at:

Beginning at a point in the center line of Eddy Lane (a county road) distant northerly along the center line of said road 167.0 feet from a corner of TVA's Franklin 161-kv Substation site and the lands of the Town of Franklin; thence with the center line of Eddy Lane N. 8° 17' E., 182.82 feet to a point; thence at an angle to the right of 61° 04', along a fence line for the last 75 feet, in all 180.0 feet to a point; thence at an angle to the right of 90° 00' 160.0 feet to a point in a fence line; thence at an angle to the right of 90° 00' along a fence line for the first 75 feet, in all 268.45 feet to the point of beginning, and containing 0.824 acre more or less.

10. TRIUNE SUBSTATION LOT

A certain tract of land situated in Williamson County, in the State of Tennessee, described in a certain deed dated May 11, 1972 executed and delivered by the United States of America acting by and through its legal agent, Tennessee Valley Authority, as Grantor to the Mortgagor, as Grantee, recorded on June 13, 1972, in the Office of the Register of the County of Williamson, in the State of Tennessee, in Book 21, at Page 270, such property being located at:

Beginning at a point in the south margin of State Highway No. 96 at the northeast corner of the Triune Tennessee, Substation tract (US-TVA Tract No. TRSS-1); thence with the east line of the substation, tract S. 0° 02' E. 115.13 feet to a point; thence leaving the east line of the sub. station tract N. 87° 15' W., 149.72 feet to a point; thence N. 2° 45' E, 115 feet to a point in the south margin of State Highway No. 96; thence with the south margin of said highway and the north line of the substation tract S. 87° 15' E. 145.5 feet to the point of beginning, and containing 0.39 acre, more or less.

11. JINGO SUBSTATION LOT

A certain tract of land situated in Williamson County, in the State of Tennessee described in a certain deed dated January 14, 1976 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority, as Grantor to the Mortgagor, as Grantee, recorded on January 15, 1976, in the Office of the Register of the County of Williamson, in the State of Tennessee, in Book 24, at Page 145, such property being located at:

Beginning at a point in the west line of the right of way of State Highway No. 100 at a corner in the boundary of the United States of America's land which is the most southerly corner of the Jingo, Tennessee, Substation tract (US-TVA tract JISS-1); thence with the United States of America's boundary and the line of the substation tract N. 65° 00' W., 187 feet to a point; thence, leaving the United States of America's boundary and the line of the substation tract N. 25° 00' E., 135 feet to a point; thence S. 65° 00' E., 187 feet to a point in the west line of the right of way of State Highway No. 100, in the boundary of the United States of America's land and in the east line of the substation tract; thence with the United States of America's boundary the line of the substation tract and with the highway right of way line, a line 33 feet west of and parallel to the center line of the highway, S. 25° 00' W., 135 feet to the point of beginning, and containing 0.58 acre, more or less.

12. BRENTWOOD SUBSTATION LOT

A certain tract of land situated in Williamson County in the State of Tennessee described in a certain final order in the Circuit Court of Williamson County dated December 31, 1979 executed and delivered by Frances W. Stubblefield, Federal Land Bank of Louisville Production Credit Association of Columbia City of Brentwood, Tennessee and Williamson County, Tennessee as Condemnee to the Mortgagor, (The Middle Tennessee Electric Membership Corporation), is Grantee, recorded on January 11, 1980, in the Office of the Register of the County of Williamson, in the State of Tennessee. In Book 29, at Page 81, such property being located at:

A part of the Sam Stubblefield property in the Fifteenth Civil District of Williamson County, Tennessee beginning at a pk nail in the centerline of Wilson Pike, said point being S. 14° 15' 18" E, 107.74 feet of the northwest corner of the San Stubblefield property, thence with the south line of a 100 foot easement S. 82° 24' 6" E, 286.31 feet to the west right of way of L&H Railroad; thence with said right of way 100 feet from the centerline; thence S 15° 26' 51" E 787.87 feet to the north line of Tract_--- (unrecorded) of the Stubblefield property; thence S 74° 42' 51" W 282.18 feet to a pk nail in the center of Wilson Pike; thence with the same N 14° 15' 18" W 889.35 feet to the beginning

and containing 5.295 acres more or less.

13. HENPECK LANE SUBSTATION LOT

A certain tract of land situated in Williamson County in the State of Tennessee described in a certain warranty deed dated May 20, 1982, executed and delivered by F. Mack Moran, Conservator of the Estate of William McFerrin Cox, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on May 21, 1982, in the Office of the Register of the County of Williamson, in the State of Tennessee, in Book 414, at Page 716, such property being located at:

A portion of the William McFerrin Cox property located on Henpeck Lane and being situated within the Tenth Civil District of Williamson County, Tennessee, described as follows:

Beginning at an iron pin located in the Southerly right of way line of Henpeck Lane, said iron pin being located 1,711 feet westerly of the northeast corner of the William McFerrin Cox property; thence with a new line as follows:

S 4° 36' W., a distance of 433.56 feet to an iron pin; S 42° 09' W a distance of 428.55 feet to an iron pin;
S 24° 05' W a distance of 274.81 feet to an iron pin; N 74° 10' W a distance of 316.83 feet to an iron pin; N 17° 00' W a distance of 212.93 feet to an iron pin; N 72° 53' E a distance of 204.70 feet to an iron pin;
S 30° 53' E a distance of 77.26 feet to an iron pin located at the center of a TVA tower; N 45° 11' E a distance of 625.68 feet with the center of a TVA line to an iron pin; N 4° 36' E a distance of 285.64 feet to an iron pin located in the southerly right of way line of Henpeck Lane; thence with the southerly right of way line of the road S 84° 49' E a distance of 100.00 feet to the point of beginning, containing 5.40 acres, more or less.

14. FRANKLIN OFFICE

A certain tract of land situated in Williamson County, in the State of Tennessee described in a certain deed dated April 30, 1985 executed and delivered by Downey Development Company, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on May 1, 1985, in the Office of the Register of the County of Williamson, in the State of Tennessee, in Book 530, at Page 553, such property being located at:

Begin at a P.K. nail in the center of Curd Lane being approximately 2,700 feet North of the intersection of Curd Lane and State Route 96 East; thence leaving the center of said Curd Lane and running with the North line of Walker property North 79° 41' 39" W 806.2 feet to a concrete monument in the East right of way of I-65; thence with said right of way and a curve to the right having a radius of 11,309.30 feet a length of 843.19 feet and a chord of North 16° 11' 19" E 843.00 feet to an iron pin; thence leaving said right of way with three new lines through Downey Property as follows S 70° 53' 51" E 350.00 feet to an iron pin; thence S 17° 41' 28" W 250.00 feet to an iron pin; thence S 70° 53' 51" E 415.67 feet to a P.K. nail in the centerline of Curd Lane; thence with the center of said Curd Lane S 10° 52' 41" W 473.56 feet to the point of beginning.

15. FRANKLIN SUBSTATION LOT-TRACTA

A certain tract of land situated in Williamson County in the State of Tennessee, described in a certain deed dated January 15, 1986 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority, as Grantor to the Mortgagor, (The Middle Tennessee Electric Membership Corporation) as Grantee recorded on November 16, 1989 in the, Office of the Register of the County of Williamson in the State of Tennessee, in Book 820, at Page 767, such property being located at:

Beginning at a point in the centerline of Eddy Lane (a county road) at a corner in the boundary of the United States of America's land, and being the northwest corner of the Franklin, Tennessee, Primary Substation site (US-TVA Tract FRPSS-1); thence, with the United States of America's boundary line and the line of the substation site, S. 80° 39' E., 415.1 feet to a point; thence, leaving the boundary of the United States of America's land and the line of the substation site, S. 9° 21' W, 248.5 feet to a point; thence, S. 69° 21' W., 200.5 feet to a point; thence, N. 20° 39' W., 160.0 feet to a point: thence, S. 69° 21' W. 180.0 feet to a point in the centerline of Eddy Lane, in the line of the substation site, and in the boundary of the United States of America's land; thence, with the United States of

America's boundary line, the line of the substation site, and the centerline of Eddy Lane, N. 8° 17' E., 300.2 feet to the point of beginning, and containing 2.64 acres, more or less.

16. OLD FRANKLIN DISTRICT SUBSTATION LOT

A certain tract of land situated in Williamson County, in the State of Tennessee, described in a certain deed dated January 15, 1986 executed and delivered by the United States of America acting by and through its legal agent Tennessee Valley Authority, as Grantor to the Mortgagor, (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on November 16, 1989, in the Office of the Register of the County of Williamson, in the State of Tennessee in Book 820, at Page 767, such property being located at:

Beginning at a point in the east line of the right of way of the Seaboard System Railroad, said point being the most westerly corner of the Franklin, Tennessee Substation site (US-TVA Tract TSS-35), and in the boundary of the United States of America's land; thence, with the United States of America's boundary line, the line of the substation site, and the east line of the right of way of the Seaboard System Railroad, a line 100 feet east of and parallel to the centerline of the main track of the Seaboard System Railroad, N. 19° 40' E. 70.0 feet to a point; thence, leaving the said railroad right of way line, S. 70° 24' E., 483.1 feet to a point in the centerline of the Harpeth River; thence, with the centerline of the said river as it meanders upstream in a southwesterly direction approximately 385 feet to a point; thence, leaving the river, N. 33° 57' W., 240.0 feet to a point; thence, N. 8° 47' W., 18.7 feet to a point; thence, N. 33° 17' W., 234.6 feet to the point of beginning, and containing 2.4 acres, more or less.

17. GRASSLAND SUBSTATION LOT

A certain tract of land situated in Williamson County in the State of Tennessee, described in a certain agreed order in the Circuit Court of Williamson County dated January 8, 1988 executed and delivered by Marjorie Covington Key, and Williamson County Tennessee, as Condemnee to the Mortgagor, (The Middle Tennessee Electric Membership Corporation), as Grantee, recorded on October 31, 1989 in the Office of the Register of the County of Williamson, in the State of Tennessee in Book 617 at Page 566, such property being located at:

Beginning at an iron pin in the south right of way of Hanley Lane set by others; thence with a fence and the proposed east property line of Williamson County School S 2° 46' 15" W 549.71 feet to an iron pin in the fence line, thence S 3° 34' 09" W 339.50 feet to an iron pin in the fence line; thence S 5° 00" W 481.82 feet to an iron pin on line thence continue 29.60 feet to the center of creek for a total distance of 511.42 feet; thence with the center of Creek S 72° 10' 04" E 385.31 feet to a point; thence leaving the creek N 2° 46' 11" E 28.66 feet to an iron pin on line thence continue for a total distance of 900.00 feet to an iron pin; thence N 87° 13' 48" W 240.00 feet to an iron pin; thence continue N 2° 46' 14" E 600.11 feet to an iron pin in the south right of way of Manley Lane; thence with said south right of way N 87° 17' 45" W 100.00 feet to the point of beginning.

18. CURD LANE 3.84 ACRES

Land lying and situated in the 9th Civil District of Williamson County, Tennessee and more fully described as follows:

Beginning at an iron pin located in the easterly right-of-way of Curd Lane; said point being the southwest corner of the ABQ Development Corporation property and the northwest corner of the herein described land; thence with ABQ's southerly line S 89° 01' 45" E a distance of 513.58 feet to an iron pin; thence with a new line as follows: S 0° 58' 15" W a distance of 306.74 feet to an iron pin; S 86° 42' 50" W a distance of 513.54 feet to an iron pin located in the easterly right-of-way of Curd Lane; thence with the easterly right-of-way of Curd Lane as follows: N 0° 13' 38" E a distance of 72.61 feet to an iron pin; northerly with a curve concave to the east, having a radius of 6238.97 feet a distance of 79.67 feet (LC = N 0° 35' 57" E, 79.67) to an iron pin; N 0° 58' 15" E a distance of 192.59 feet to the point of beginning, containing 3.84 acres, more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated March 15, 1993.

Being the same property conveyed to Middle Tennessee Electric Membership Corporation by deed of record in Deed Book 1149, page 610-614, of the Register's Office' for Williamson County. Tennessee.

19. CURD LANE 1.17 ACRES

Property situated in the 9th Civil District of Williamson County, Tennessee, more fully described as follows:

Beginning at an iron pin located in the easterly right-of-way of Curd Lane: said pin being the northwest corner of the RECORP-FRANKLIN ASSOCIATES LIMITED PARTNERSHIP property and being the southwest corner of the herein described land; thence with the easterly right-of-way of Curd Lane N 0° 58' 15" E a distance of 80.13 feet to an iron pin; thence with a new line as follows: N 86° 42' 50" E a distance of 515.00 feet to an iron pin; S 0° 58' 15" W a distance of 118.35 feet to an iron pin located in the northerly line of the RECORP property; thence with RECORP's northerly line N 89° 01' 45" W a distance of 513.58 feet to the point of beginning, containing 1.17 acres, more or less, according to a survey performed by Ronny G. Brown Surveying, RLS No. 763, Franklin, Tennessee, dated March 15, 1993.

Being the same property conveyed to Middle Tennessee Electric Membership Corporation by deed of record in Deed Book 1149, page 596-601, in the Register's Office for Williamson County, Tennessee.

20. THOMPSON STATION ROAD EAST

A tract of land in the Eleventh Civil District of Williamson County, being more particularly described as follows:

Beginning at a point in the centerline of Thompson Station Road East that is S 87° 23' 34" E, 35.04 feet along said centerline from the centerline intersection of Village Drive, said point being a common corner to The Village at Thompson Station and the northwest corner of the herein described land; thence, with the centerline of Thompson station Road East, S 87° 23' 34" E, 300.00 feet to a point; thence leaving said centerline with a line common to a tract of land deeded to James Lee Tomlin as of record in Deed Book 186, page 124, R.O.W.C. TN, S 00° 18' 50" E, passing an iron pin set at 26.44 feet, a total distance of 1451.18 feet to an iron pin set on the northerly boundary of The Village at Thompson Station as of record in Plat Book 18, page 78, also see Plat Book 16, page 42, R.O.W.C., TN: thence, with the following six courses and distances common to The Village at Thompson Station; N 87° 28' 54" W, 300.00 feet to an iron pin found; N 00° 15' 39" W, 204.74 feet to an iron pin found; N 00° 18' 22" W, 249.37 feet to an iron pin found; N 00° 34' 35" W, 299.22 feet to an iron pin found; N 00° 05' 55" W, 370.09 feet to an iron pin found; N 00° 21' 07" W, passing an iron pin set at 303.23 feet, a total distance of 328.23 feet to the point of beginning and containing 9.988 acres, more or less, according to a survey by Billy Carl Tomlin & Associates, RLS #383, dated December 19, 1994.

Being the same property conveyed to Middle Tennessee Electric Membership Corporation by deed of record in Deed Book 1254, page 662-663, in the Register's Office for Williamson County, Tennessee.

WILSON COUNTY

21. MARTHA SUBSTATION LOT

A certain tract of land situated in Wilson County, in the State of Tennessee described in a certain deed dated April 16, 1969 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on May 1, 1969, in the Office of the Register of the County of Wilson in the State of Tennessee in Book 187 at Page 4, such property being located at:

Commencing at a point in the center line of US Highway No. 70 N at the northwest corner of an 8 acre tract of land owned, or formerly owned, by Urban Jennings: thence with the center line of the highway N. 86° 07' E., 150.3 feet to a point 35 feet from and opposite a concrete monument in the north right of way line of the highway; thence continuing with the center line of the highway approximately along a bearing and distance of N. 84° 35' E., 151.9 feet to a point marking the northwest corner of tract MARSS-1; thence along the center line of the highway, with a curve to the left, in an easterly direction 85.9 feet to the POINT OF BEGINNING; thence continuing along the center line of the highway in an easterly direction with a curve the chord of which is N. 78° 43' E., 168.0 feet thence, leaving the highway, the following bearings and distances; S. 0° 30' W., 233.8 feet; N. 89° 30' W., 165.0 feet N. 0°

30' E., 202.0 feet to the point of beginning, containing 0.82 acre, more or less.

22. LEBANON SUBSTATION LOT

A certain tract of land situated in Wilson County, in the State of Tennessee, described in a certain deed dated August 25, 1971 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on August 30, 1971 in the Office of the Register of the County of Wilson, in the State of Tennessee, in Book 218, at Page 223 such property being located at;

Beginning at the northwest corner of the Lebanon, Tennessee Substation tract (US TVA Tract No. LEBSS-1) at a point where the east margin of State Highway No. 10 intersects the center line of a road; thence with the center line of said road N. 89° 43' E., 192.0 feet to a point; thence leaving said road S. 0° 05' W., 519.2 feet to a point; thence with the center line of a drive N, 89° 55' W., 97.8 feet to a point; thence continuing with said drive N. 77° 44' W., 195.0 feet to a point in the east margin of State Highway No. 10; thence with the east margin of State Highway No. 10, a line 15 feet east of and parallel to the center line of the highway, N. 11° 30' E., 486.5 feet to the point of beginning and containing 2.82 acres more or less.

23. CENTRAL PIKE SUBSTATION LOT – TRACT C

A certain tract of land situated in Wilson County, in the State of Tennessee, described in a certain deed dated April 22, 1987 executed and delivered by Harold H. Newman, Trustee, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on April 24, 1987, in the Office of the Register of the County of Wilson, in the State of Tennessee, in Book 403, at Page 911 such property being located at:

Being a tract or parcel of land lying on Central Pike in the 24th Civil District of Wilson County, Tennessee and described in plat of record in Plat Book 18, Page 48, Register's Office of Wilson County, Tennessee, to which plat reference is hereby made for a more complete description, containing approximately 5.5 acres, more or less.

Being part of the property conveyed to Harold H. Newman, Trustee, by deed from John Harwell, Trustee, dated August 30, 1973, and of record in Deed Book 253, Page 49, Register's Office of Wilson County, Tennessee.

24. CENTRAL PIKE SUBSTATION LOT – TRACT B

A certain tract of land situated in Wilson County, in the State of Tennessee described in a certain deed dated July 20, 1987 executed and delivered by Ruth Nelson Bearden unmarried, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on July 24, 1987, in the Office of the Register of the County of Wilson, in the State of Tennessee, in Book 405 at Page 249 such property being located at:

Beginning at an iron pin in the southerly margin of Central Pike, said point being the northeasterly corner of the property herein conveyed; thence running with the westerly margin of a county road S. 11° 43' W 905.2 feet to an iron pin, said point being the southeasterly corner of the property herein conveyed; thence N. 86° 10' W 151.1 feet to an iron pin, said point being the southwesterly corner of the property herein conveyed and the southeasterly corner of Lot No. 15; thence running with the easterly boundary of Lot No. 15 N. 11° 43' E 916.6 feet to an iron pin in the southerly margin of Central Pike, said point being the northwesterly corner of the property herein conveyed; thence running with the southerly margin of Central Pike S. 81° 53' E 150.0 feet to the point of beginning, and containing 3.14 acres, the same be more or less.

25. CENTRAL PIKE SUBSTATION LOT – TRACT A

A certain tract of land situated in Wilson County, in the State of Tennessee, described in a certain deed dated September 14, 1987 executed and delivered by Paul S. Scoggin and Beverly Scoggin, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on September 16, 1987 in the Office of the Register of the .County of Wilson, in the State of Tennessee in Book 406, at Page 133, such property being located at:

Beginning at a point, said point being the northwesterly corner of Lot No. 11 of Timbrook Farms Subdivision and the south-westerly corner of Lot No. 12 of Timbrook Farms Subdivision; thence following the line of Lot No. 12 N 6° 53' E. 40.0 feet to a point; thence N 82° 10' W 413.46 feet to a point; thence S 8° 12' W 42.0 feet to a point; thence S 82° 27' E 414.40 feet to the point of beginning.

26. TRACT NO. 3 OF THE BILLY HYNES PROPERTY

Being situated and lying in the 4th Civil District of Wilson County, Tennessee, on Coles Ferry Pike, and more particularly described as follows:

Being Tract #3 of the Billy Hynes property as shown on the plat of record in Plat Book 16, page 464, Register's Office of Wilson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description hereof.

27. TRACT NO. 2 OF THE BILLY HYNES PROPERTY

Being situated and lying in the 4th Civil District of Wilson County, Tennessee, on Coles Ferry Pike, and being Tract #2 of the Billy Hynes property, plat of which is of record in Plat Book 16, page 464, Register's Office of Wilson County, Tennessee, and more particularly described as follows:

Beginning at a point in the East margin of said road, said point being the East corner of Tract No. 1, being the West corner of Tract No. 2, and running thence with Coles Ferry Pike South 63° 00' East 100 feet to a point; thence running South 65° 00' East 100 feet to a point; thence running South 23° 50' West 1266 feet to a point; thence running North 73° 59' West 201 feet to a point; thence running North 23° 49' East 1301 feet to the point of beginning, and containing 5.87 acres, more or less.

Being the same property conveyed to Middle Tennessee Electric Membership Corporation by Order of Taking of record in Deed Book 456, page 758, in the Register's Office for Wilson County, Tennessee.

28. LEBANON OFFICE LOT

A certain tract of land situated in Wilson County, in the State of Tennessee described in a certain deed dated August 16, 1989 executed and delivered by Frances Cass McCartney and Herbert R. McCartney, as Grantor to Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on August 18, 1989, in the Office of the Register of the County of Wilson in the State of Tennessee in Book 416, at Page 7 such property being located at:

Beginning at a point in the northerly margin of Perimeter Parkway (proposed), being the southwest corner of this tract; thence leaving the road North 07° 15' 37" E 827.99 feet to a point being the northwest corner of this tract; thence N 76° 37' 57" E 68.51 feet to an iron pin; thence S 21° 18' 16" E 75.04 feet to an iron pin; thence S 87° 56' 48" E 258.21 feet to a post; thence S 88° 07' 56" E 173.89 feet to an iron pin, being the northeast corner of this tract; thence S 06° 14' 48" W. 25° 5.53 feet to an iron pin; thence S 06° 13' 59" W 230.05 feet to an iron pin; thence S 06° 15' 23" W 49.91 feet to an iron pin; thence S 06° 40' 41" W 160.57 feet to an iron pin; thence S 06° 33' 39" W 130.04 feet to a point in the northerly margin of Perimeter Parkway (proposed); thence following the road N 82° 44' 23" W 543.00 feet to the point of beginning, containing 10 acres, more or less.

29. WISLON COUNTY (TRACT 12)

Beginning at a point in the Easterly margin of the Beasleys Bend Road, being the common corner between this tract and Tract 11, and running thence South 60° 31 minutes East 1186.7 feet; thence South 22° 2 minutes West 200 feet; thence North 60° 24 minutes West 1237 feet to a point in the Easterly margin of said road; thence with said road North 36° 30 minutes East 201 feet to the point of beginning, containing 5.47 acres, more or less, according to the survey of Petty & Petty dated June 6, 1974.

30. WISLON COUNTY (TRACT 13)

Beginning at a point in the Easterly margin of the Beasleys Bend Road, being the common corner between this tract and Tract 12, and running thence South 60° 24 minutes East 1239 feet to a point in the Easterly end of the tract; thence North 76° 12 minutes West 1275 feet to a point in the Easterly margin of said Beasleys Bend Road; thence with said road North 13° 30 minutes East 150 feet; thence North 36° 30 minutes East 195 feet to the point of beginning and containing 5.11 acres, more or less, according to the survey of Petty & Petty, dated June 6, 1974.

Being the same property conveyed to Middle Tennessee Electric Membership Corporation by Consent Judgment and Final Decree of record in Deed Book 455, page 89, of the Register's Office for Wilson County, Tennessee

CANNON COUNTY

31. INTENTIONALLY OMITTED - WOODBURY OFFICE LOT (Property Sold in 2001)

32. WOODBURY SUBSTATION LOT – TRACT A

A certain tract of land situated in Cannon County, in the State of Tennessee, described in a certain deed dated February 29, 1968 executed and delivered by the United States of America, acting by and through its legal agent, Tennessee Valley Authority, as Grantor to the Mortgagor, as Grantee, recorded on March 28, 1968, in the Office of the Register of the County of Williamson, in the State of Tennessee, in Book 72, at Page 216, such property being located at:

Beginning in the north right of way line of US Highway No. 70S at a point which is distant in a westerly direction along the highway right of way line 127.8 feet from the southeastern corner of the substation site as established in the deed from Houston Bryan and wife, Bea Bryan, to the United States of America dated December 27, 1962 recorded in Deed Book 62, page 497, in the Register's Office of Cannon County, Tennessee; thence from said beginning point S. 82° 55' W., along the highway right of way line 150.0 feet to a point; thence N. 7° 05' W., 80.0 feet to a point; thence N. 80° 55' E., 150.0 feet to a point; thence S. 7° 05' E 80.0 feet to the point of beginning, containing 0.28 acre, more or less.

33. WOODBURY SUBSTATION LOT – TRACT B

A certain tract of land situated in Cannon County, in the State of Tennessee, described in a certain deed dated September 30, 1972 executed and delivered by Frances C. Brandon and Wallace Brandon, as Grantor to the Mortgagor (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on October 7, 1982 in the Office of Register of the County of Cannon, in the State of Tennessee in Book 127 at Page 85, such property being located at:

Beginning on an iron pin in the West margin of Knob Road, this point being the present Northeast corner of the tract of realty owned by United States and/or TVA, and under Lease Amendatory Agreement for lease-purchase by MTEMC; running thence about West 524.3 feet with the Brandon-TVA boundary line to an iron pin in Sylvia Davenport's East boundary line; running thence about North with Davenport's boundary line 49 feet to an iron pin in the South margin of Hillview Street; running thence about East with the South margin of Hillview Street about 500 feet to an iron pin at the intersection of Hillview Street and Knob Road; and, running thence about South with the West margin of Knob Road 47 feet to the point of beginning, containing .5 acre, more or less.

34. WOODBURY SUBSTATION ROW LOT

A certain tract of land situated in Cannon County, in the State of Tennessee, described in a certain deed dated January 12, 1989 executed and delivered by William B. Smith as Grantor to the Mortgagor, (The Middle Tennessee Electric Membership Corporation) as Grantee, recorded on January 19, 1989, in the Office of Register of the County of Cannon, in the State of Tennessee, in Book 149 at Page 261, such property being located at;

Beginning on an iron pin at the N.E. corner of this tract and the S.E. corner of the MTEMC property on the south

side of US Highway 70, thence south 1° 42 minutes 03 seconds east 255.0 to the center of Stones River at the S.E. corner of this tract. Thence with the river north 84° 34 minutes 57 seconds west 100.78' to the S.W. corner of this tract Thence leaving the river north 1° 42 minutes 57 seconds west 242.5' to the N.W. corner of this tract at the S.W. corner of MTEMC property. Thence north 88° 17 minutes 33 seconds east 100.0' back to the point of beginning and containing 0.571 acres.

35. NEW WOODBURY OFFICE

Bounded on the NORTH by U.S. Highway 70S (West Main Street); bounded on the SOUTH by the Stones River and the Town of Woodbury realty; bounded on the EAST by the Mill Lane and/or Matt Henderson realty, and the Paschal realty; and, bounded on the WEST by West Adams Street, containing one and one-half (1 & 1/2) acres, more or less, by estimation. For identification purposes only, see Map 39J, Group C, Parcel 2.00, Office of the County Property Assessor.

Included within this description but expressly excluded from this conveyance is the following described tract of realty:

Beginning at a point where the present South right-of-way line of State Route No. 1, and the present East right-of-way line of West Adams Street intersect, said point being located fifteen (15) feet, more or less, right of centerline station 305 + 75, more or less, of Highway Project No. F-1(8); thence Eastward ninety-three (93) feet, more or less, along the present South right-of-way line of State Route No. 1 to a point thereon, said point being fourteen (14) feet, more or less, right of project centerlines station 306 + 68, more or less; thence in a more Northeastward direction ninety-six (96) feet, more or less, along said present South right-of-way line of State Route No. 1 to a point at or about station 307 + 63, more or less, of the project centerline; thence in a more Eastwardly direction fifteen (15) feet, more or less, along the existing South right-of-way line of State Route No. 1, and also along the project centerline more or less to a point of intersection with the East property line of the Bank of Commerce, now known as Union Planters Bank, N.A., at a centerline station 307 + 75, more or less; thence South 26 degrees 27 minutes East forty two (42) feet, more or less, along the East line of the Bank of Commerce, now known as Union Planters Bank, N.A., being also the West line of a public Road designated as Mill Lane, to a point on the proposed right-of-way line of the Highway Project, said point being forty two (42) feet right of project centerline station 307 + 70, more or less; thence South 64 degrees 38 minutes West one hundred twenty (120) feet, more or less, along the proposed right-of-way line of the Highway Project to a point located forty two (42) feet right of project centerline station 306 + 49 more or less; thence Southwestwardly and curving to the left a distance of seventy five (75) feet, more or less, along the proposed right of way line to a point in the East right-of-way line of West Adams Street, said point being sixty (60) feet right of West Adams Street centerline station 0 + 65, more or less; thence North 26 degrees 20 minutes West forty five (45) feet, more or less, along the East right of way line of West Adams Street, to the point of beginning, containing 0.15 acres, more or less. For identification purposes only, see Map 39J, Group C, Parcel 2.00, Office of the County Property Assessor. See Deed Book 136, page 402, Register's Office, Cannon County, Tennessee.

Being the same property conveyed to The Middle Tennessee Electric Membership Corporation by Warranty Deed of record in Record Book 13, page 244, Register's Office of Cannon County, Tennessee.

The following property has been granted by fee simple title to The Middle Tennessee Electric Membership Corporation, as Grantee, by Murfreesboro Electric Department, as Grantor:

Jones Blvd Substation (1.4 acres)
2400 Jones Blvd (2330 Jones Blvd) (Jones Blvd)

City
080F-A-047.00

Pitts Lane Substation (1 acre) 1733 Pitts Lane (Pitts Lane)	City 081-112.01-000
Church Street Substation (.677 acres) 1700 South Church Street (1702 S. Church St.)	City 102-050.01
Dill Lane Substation (East Murfreesboro Substation) (4.5 acres) 3001 Mercury Blvd (407 Dill Lane) (Dill Lane)	City 103-052.01
Primary Substation (4.56 acres) 501 Bridge Avenue (421 Bridge Avenue) (Bridge Avenue)	City 102-019.25
Industrial Substation (4.2 acres) 321 Butler Drive (313 Butler Drive) (off Butler Drive)	MED 113-021.03
Kirk Substation (1 acre) 501 N. Thompson Lane (445 W. Thompson Lane) (W. Thompson Lane)	MED 058-069.03
Blackman Substation (1.5 acres) 3500 Manson Pike (3450 Bill Smith Drive)	MED 079-058.02
Lynch Substation (1.33 acres) 1560 Compton Road (3326 Compton Road)	MED 068-040.03
Cason Lane Substation (1.32 acres) 2489 New Salem Road (New Salem Highway)	MED 114-018.02
Jean Anne Rogers Substation 5125 Manchester Pike	City (via condemnation) 126-055.00
Veterans Parkway Substation (2.38 acres) 4132 Windrow Road	City 115-009.01
Gateway Substation (.90310 acres) 259 Robert Rose Blvd	City 091I-A-015.01

2. Legal Descriptions of real property in which the Grantor has a leasehold estate:

Mt. Juliet Office – 1475 North Mt. Juliet Road. Mt. Juliet, TN

Office – 2015 N. Walnut St., Murfreesboro, TN. Tax Map/Parcel 091K-H022.00-000

Storage Facility – 400 and 408 West College Street, Murfreesboro, TN. Tax Map/Parcel 091K-J-008.00 and 091K-J-010.00-000

MTSU Substation – 658 N. Rutherford Boulevard, Murfreesboro, TN – Tax Map/Parcel 090P-C-0001.00

3. Counties in which real property of the Grantor is located: Cannon, Rutherford, Williamson and Wilson.

APPENDIX C -- EXCEPTED PROPERTY

1. All automobiles, trucks, trailers and other vehicles (including, without limitation, aircraft or ships) owned or used by the Grantor and any equity and other securities or investments of the Grantor in CoBank.
2. All buildings located within a Special Flood Hazard Area EXCEPT any such building located on the following properties:

Murfreesboro District Office 326 St. Andrews Drive, Murfreesboro, TN 37128

Headquarters Lot 555 New Salem Highway, Murfreesboro, TN 37129

Franklin Office 2156 Curd Lane, Franklin, TN 37067

Lebanon Office Lot 201 Maddox-Simpson Pkwy, Lebanon, TN 37090

New Woodbury Office Lot 911 W. Main St., Woodbury, TN 37190

Rutherford County Office 317 S. Lowery St., Smyrna, TN 37167

The Excepted Property is intended to include only the buildings located within the Special Flood Hazard Area and does not include any land or other improvements located within such Special Flood Hazard Area.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered into this the ____ day of _____, 20__ (the “Commencement Date”), by and between the CITY OF MURFREESBORO, TENNESSEE, a municipality organized under the laws of the State of Tennessee (hereinafter, the “City” or “Lessor”), and MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, a non-profit electric membership cooperative organized under the laws of the State of Tennessee (hereinafter, the “Company” or “Lessee”).

WITNESSETH:

WHEREAS, the City and the Company previously entered into an Asset Purchase and Sale Agreement dated December ____, 2019 (hereinafter, the “Agreement”), whereby the City agreed to sell to the Company and the Company agreed to purchase from the City substantially all of the City’s electric plant and system assets comprising the Murfreesboro Electric Department, all as more particularly described and pursuant to the Agreement;

WHEREAS, by the terms of the Agreement, the City will retain title to the Premises (as defined below), which Premises is used in connection with the business of the Murfreesboro Electric Department; and

WHEREAS, as a condition to closing the transactions contemplated by the Agreement, and for the convenience of the Company and its customers, the City agrees to enter into this Lease to provide for the Company’s use of said Premises, all pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the rents and other mutual covenants contained herein, the additional consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PREMISES:** Lessor does hereby lease and rent unto Lessee under this Lease the following described property (hereinafter, collectively the “Premises”):
 - A. That certain real property containing approximately 2.3 acres and located at 205 N. Walnut St., Murfreesboro, TN 37130 (Tax Map/Parcel # 091K-H-022.00), together with all improvements located thereon, any drives, access roads, driveways, dumpsters, storage, loading and parking areas and other similar improvements located thereon, and all rights, easements and appurtenances pertaining thereto.
 - B. That certain real property containing approximately 1.0 acre and located at 400 West College Street, Murfreesboro, TN 37130 (Tax Map/Parcel # 091K-J-008.00 and Tax Map/Parcel # 091K-J-010.00), together with all improvements located thereon, any drives, access roads, driveways, dumpsters, storage, loading and parking areas and other similar improvements located thereon, and all rights, easements and appurtenances pertaining thereto.

The Premises are more particularly described on Exhibit A, attached hereto.

2. **TERM; TERMINATION; NO RENEWAL:**
 - A. The term of this Lease shall be for three years commencing on the Commencement Date and terminating on the date representing the three (3) year anniversary therefrom.

- B. Notwithstanding the foregoing, Lessee may terminate this Lease at any time by providing written notice to Lessor identifying the effective date of such termination, whereupon both parties shall be released of all liability and obligations hereunder except those that expressly survive termination or expiration of this Lease.
- C. This Lease shall not be renewable or extendable except by the separate written agreement of both parties.

3. RENT:

- A. Lessee shall pay to Lessor total rent in the amount of THIRTY-SIX DOLLARS (\$36.00), payable in annual installments of TWELVE DOLLARS (\$12.00) per year, which rent shall be without proration or setoff. The initial rent payment shall be due and payable on the Commencement Date. Successive year's rent payments shall be due and payable on January 1 of that year and shall be considered late after January 31. Lessee may, at Lessee's election, prepay for the entire term without penalty.
- B. The parties each represent and acknowledge that the rent described herein is a nominal amount and that the Asset Purchase and Sale Agreement contains additional and valuable consideration; which consideration is the inducement for the parties to enter into this Lease.

4. CONDITION OF PREMISES: Lessee accepts the Premises in such condition and repair as they are in on the Commencement Date, which acceptance shall be conclusive evidence of the good and satisfactory condition of the Premises at such time.

5. LESSEE'S AND LESSOR'S COVENANTS: Lessee, for itself, its successors, and assigns, and Lessor, for itself, its successors and assigns, hereby agree as follows:

- A. Lessee shall use the Premises for office and storage space uses and any other uses ancillary thereto, and for no other purpose without Lessor's consent.
- B. Lessee will pay the said rent at the times and in the manner aforesaid, except only in case of fire or other unavoidable casualty as hereinafter provided, and no set-off or counter-claims may be deducted by Lessee from the rentals due. The burden of proof of full payment shall be upon Lessee.
- C. Lessee shall pay and be liable for all rental, sales, use and other similar taxes, if any, levied or imposed on the rent payments by any city, county, state or other governmental body having such authority. Such payments shall be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payments shall be paid to Lessor concurrently with the payment of monthly rent upon which such tax is based. Lessee shall pay and be liable for all taxes levied or assessed against personal property, equipment, furniture or fixtures placed on or about the Premises by or on behalf of Lessee. Lessor shall pay and be liable for, without reimbursement from Lessee, any and all real estate and ad valorem taxes, special assessments and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Premises by any lawful taxing authority (or any tax hereafter imposed in lieu thereof).
- D. Lessee will during the said term procure and maintain the following policies of insurance:
 - (i) Property insurance covering all personal property and all trade fixtures of Lessee located at the Premises, (ii) special form causes of loss property insurance covering the Premises,

such insurance naming Lessor as an additional insured in at least the amount of two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; and (iii) commercial general liability insurance naming Lessor as an additional insured in at least the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance shall be maintained with insurance companies licensed to do business in Tennessee and reasonably approved by Lessor, and Lessee will pay all the premiums necessary for those purposes within 30 days after the same shall become due (or sooner, if required by the insurance company), and will promptly deliver to Lessor certificates of insurance evidencing the same; provided, that if Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things reasonably necessary to effect or maintain such insurance, and any moneys expended by Lessor for that purpose shall be repayable by Lessee on demand, and may be recovered as rent in arrears.

- E. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all rights of recovery, claims, actions or causes of action, against the other, its respective agents, servants, partners, members, shareholders, officers or employees for loss or damage that may occur to the Premises or any personal property located thereon arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Lessor or Lessee. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.
- F. Lessee will promptly pay all utility rates or charges which may become payable during the continuance of this Lease for and including, but not limited to, all gas, electric light, and water used on the Premises.
- G. Lessee shall maintain the Premises in accordance with all applicable building codes, property maintenance codes, and similar regulations, and shall have the obligation to undertake, at its own expense, repairs to correct any life-safety hazards and ensure compliance with such laws. Should Lessee elect not to remediate any life-safety hazards, Lessee shall immediately (and in any event, within 72 hours of discovery of the defect) notify Lessor of the defect(s) and Lessee's election not to repair, at which time Lessor may (i) re-enter the Premises to repair the defect(s), (ii) terminate this Lease, or (iii) both. In addition, Lessee shall have the right, but not the obligation, at its own expense, to undertake any other repairs, including (without limitation) repairs (not necessary to correct life-safety hazards) to the roof, foundations, exterior walls, interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, electric wiring, loading dock, dock doors and dock equipment, and also including any vehicular or truck driveway or parking areas, landscaped or other areas exclusively used by lessee. For purposes for clarity, it is understood and agreed by the parties that, upon the expiration or earlier termination of this Lease, Lessor intends to demolish the improvements located on the Premises, and, accordingly, the parties have agreed that, except as otherwise provided

in the first sentence of this subsection (G), Lessee shall have no obligation to repair, replace or maintain the Premises in any manner whatsoever, but shall have the right, in its sole discretion and at its sole cost and expenses, to perform and repairs, replacements or maintenance of or to the Premises that may be necessary or desirable for Lessee's use and occupancy of the Premises.

- H. Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the Premises or any part thereof.
- I. Except to the extent caused by the negligence or willful misconduct of Lessor, Lessee shall indemnify, defend and hold harmless Lessor against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), resulting from or incurred by Lessor on account of any of the foregoing (i) arising from Lessee's use of the Premises, the conduct of its business or profession or from any other activity permitted or suffered by Lessee on or about the Premises or (ii) arising from any breach of this Lease by Lessee or its agents or employees. Except to the extent caused by the negligence or willful misconduct of Lessee, Lessor shall indemnify and hold harmless Lessee against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), resulting from or incurred by Lessee on account of any of the foregoing (i) arising from the negligence or willful misconduct of Lessor or its agents, contractors, or employees or (ii) arising from any breach of this Lease by Lessor or its agents or employees.
- J. Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said buildings or to increase the premium thereof; provided, however, that in no event shall Lessee have any obligation to make any alterations, additions, or improvements to the Premises in order to comply with any applicable law or ordinance and, in the event any such alterations, additions or improvements are required in order to comply with any applicable law or ordinance, Lessee shall in lieu of performing the same have the right to terminate this Lease pursuant to Section 2(B) above.
- K. Lessee shall not make any structural alterations or additions to the Premises without Lessor's prior, written consent. Lessee shall have the right, at its sole cost and expense and without the consent of Lessor, to make any non-structural alterations or additions in or to the Premises (including the installation of any signage) as deemed necessary or desirable by Lessee provided any such alterations or additions are made in conformity with generally applicable laws, codes and standards. Furthermore, Lessee shall have the right to install telephone, television, video, computer, alarm and other communications network cables and facilities without Lessor's consent.
- L. Lessee shall not assign any interest in, or sublet the whole or any part of, the Premises without first obtaining the written consent of Lessor, which consent may be given or withheld at Lessor's sole discretion. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with

all terms of this Lease. Notwithstanding any of the foregoing to the contrary, however, Lessee may assign this Lease, or sublet all or portion of the Premises, to any entity that controls, is controlled by or is under common control with, whether directly or indirectly, Lessee, all without the consent of Lessor.

- M. Provided the same does not unreasonably interfere with Lessee's business operations in the Premises, Lessor at all reasonable times and upon reasonable notice (except in an emergency) may enter to view and/or inspect the Premises and to make repairs which Lessor may see fit to make.
- N. Lessee agrees that at the expiration of the said term Lessee will peaceably yield up to Lessor or those having Lessor's successor interest therein the Premises and all erections and additions made upon the same.
- O. No assent, express or implied, by Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- P. Upon written notice by Lessor to Lessee, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Lessee agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Lessor or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Lessee a non-disturbance and attornment agreement under which said owner or holder shall agree (on its own behalf and on behalf of any purchaser at foreclosure) not to disturb Lessee's possession of the Premises under this Lease, except in accordance with the terms hereof. Lessee hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm, or corporation had been named as Lessor herein. Lessor hereby represents that as of the Commencement Date there are no mortgage or deeds of trust currently encumbering the Premises
- Q. Hazardous Materials.
 - i. Lessee warrants not to cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept, or used in or about the Premises by Lessee, its sublessees, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. The Lessee shall cause all such materials to be stored, used, and disposed of in compliance with all applicable federal, state, and local laws governing Hazardous Materials (collectively, "Environmental Laws"). If the presence of any Hazardous Materials on, in, or under the Premises caused or permitted by Lessee, its sublessees, agents, employees, contractors, or invitees results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous

- Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment, or restoration work required because of the presence of any such Hazardous Materials on, in, or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water, or ground water.
- ii. "Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material, or waste regulated or listed pursuant to any Environmental Law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time.
 - iii. Lessee shall indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Lessee agrees to indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any release of Hazardous Materials by Lessee or Lessee's agents on the Premises during the term of this Lease. Lessee's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease
 - iv. Notwithstanding anything herein to the contrary, in no event shall Lessee have any liability for any Hazardous Materials located on or about the Premises as of the Commencement Date or which are otherwise introduced to the Premises by any party other than Lessee or any party permitted by Lessee. The presence of any Hazardous Materials on, in, or under the Premises as of the Commencement Date or which are otherwise introduced to the Premises by any party other than Lessee or any party permitted by Lessee shall be Lessor's sole responsibility and Lessor shall, without any reimbursement from Lessee, return the affected area to the condition existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment, or restoration work required because of the presence of any such Hazardous Materials on, in, or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water, or ground water. Lessor represents and warrants to Lessee that, as of the Commencement Date, Lessor has not received any written citation, directive, inquiry, notice, order, summons, warning, or other communication that relates to (a) Hazardous Materials on the Premises, or (b) any alleged, actual, or potential violation of or failure to comply with any Environmental Laws. To the extent permitted by applicable law, Lessor shall indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, to the extent permitted by applicable law, Lessor agrees to indemnify Lessee against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable

attorneys' fees, arising out of any release or presence of Hazardous Materials on the Premises prior to the Commencement Date. Lessor's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

- R. Lessee shall not permit any lien, judgment, writ, assessment, charge, attachment, or execution upon Lessor's or Lessee's interest in this Lease or to the Premises, and/or the fixtures, improvements, and furnishings located thereon, by reason of work performed or permitted by Lessee on the Premises, and Lessee shall cause, at Lessee's sole cost and expense, any such encumbrance to be discharged within fifteen (15) days after notice thereof.
6. DEFAULT: In the event Lessee shall default in any of its covenants or agreements herein contained and if Lessee shall fail to commence to cure such default within thirty (30) days after such notice from Lessor and thereafter proceed to completely cure such default with reasonable diligence, then, in any such event, Lessor, in addition to the remedies provided to Lessor in Section 5, may declare this Lease and all rights of Lessee hereunder terminated and Lessor may re-enter and retake possession of the Premises.
7. QUIET ENJOYMENT: The Lessor covenants and agrees that the Lessee, subject to the terms of this lease, shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.
8. FIRE OR CASUALTY: If the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, Lessee may immediately vacate the Premises and terminate this Lease.
9. EMINENT DOMAIN: Provided, also, that in case the whole or any part of the Premises hereby leased shall be taken by public authority for any public use (or sold to such authority in lieu of such taking), then this Lease shall terminate (if only a part is taken or sold in lieu thereof, at the election of Lessee) from the time when possession of the whole or of the part so taken or sold shall be required for such public use; and Lessee (whether Lessee elects that this Lease shall so terminate or not) shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of Lessor's covenant for quiet enjoyment hereinbefore contained; provided, further, that if Lessee shall not so elect that this Lease shall terminate, the obligations and liabilities of Lessee upon Lessee's covenants hereinbefore contained shall continue in all respects notwithstanding such taking for public use.
10. NOTICE: All notices herein required or permitted shall be in writing, and shall be delivered by personal hand delivery, by express courier service, or by US Mail Certified, Return Receipt Requested, to the addresses set forth below:

If to Lessor, to:

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
Attention: City Manager

with a copy to:

City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Attention: City Attorney

Attention: Managing Counsel

If to Lessee, to:

Middle Tennessee Electric Membership
Corporation
555 New Salem Highway
Murfreesboro, TN 37129

with a copy to:

Bass Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: W. Brantley Phillips

Any notice shall be deemed received (a) at the time of personal hand delivery, (b) at time of delivery by an express courier service, or (c) three days after deposit in the US Mail Certified, Return Receipt Requested, postage prepaid, as shown by the Receipt for Certified Mail. Any party may change his or its address for notice by a notice delivered to all other parties in the manner herein provided.

11. GOVERNING LAW: This Lease shall in all things be governed by the laws of the State of Tennessee, and venue of any dispute between the parties under, related to or arising out of this Lease shall be in the State Courts of Rutherford County, Tennessee.
12. ATTORNEY FEES: In the event of litigation between the parties with respect to the enforcement of rights or obligations under or pursuant to this Lease, including but not limited to litigation for the purpose of recovering possession of the Premises after a default, the substantially prevailing party shall recover, in addition to any other relief, whether legal or equitable, its reasonable costs of prosecuting or defending such action including but not limited to filing fees, appraisal, engineering or other expert witness fees, deposition costs including travel and court reporter fees, and reasonable attorney fees.
13. MISCELLANEOUS: (A.) Time is of the essence in this Lease; (B.) the captions, headings, and paragraph titles in this Lease are for convenience purposes only and do not in any way restrict, affect, or interpret the provisions of this Lease; (C.) this Lease will be binding upon and inure to the benefit of the respective heirs, representatives, and permitted assigns of the parties hereto; (D.) Lessor is not, and shall not become, by the provisions of this Lease, a partner or joint venturer with Lessee in the conduct of Lessee's business or otherwise; (E.) LESSEE HEREBY WAIVES A JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING A MONETARY DEFAULT BY LESSEE AND/OR LESSOR'S RIGHT TO POSSESSION OF THE PREMISES.
14. CITY COUNCIL APPROVAL: This Lease shall fully binding on City only after express approval of same by action of the Murfreesboro City Council.
15. COUNTERPARTS: This Lease may be executed in several counterparts, as long as each party to this Lease executes at least one such counterpart. Each of such counterparts shall be an original but all of the counterparts, when taken together, shall constitute one and the same instrument and shall become effective when each party hereto has executed at least one such counterpart. The parties hereto agree that a facsimile or electronic mail signature shall constitute an original signature hereunder.

16. **BROKER:** Each party warrants and represents that no broker was involved in negotiating or consummating this Lease and, to the extent permitted by applicable law, agrees to indemnify and hold harmless the other from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by it with regard to the Premises.

IN WITNESS WHEREOF, the said parties have hereunto set their hands or caused these presents to be signed by their corporate officers the day and year first above written.

CITY OF MURFREESBORO, TENNESSEE

MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: _____
Shane McFarland, Mayor

By: _____

Attest: _____
Melissa Wright, City Recorder

Print: _____

Its: _____

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

AUTHORIZED BY CITY COUNCIL:

27424296.2

COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Council Meeting Time Change

Department: Administration

Presented by: Craig Tindall

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Change to the meeting time for Council regular meetings on Thursday evenings.

Staff Recommendation

Adopt the resolution changing the time for Council's meeting to 6:00 p.m. on Thursdays.

Background Information

The City Charter, § 20, allows the Council to set the time of its meetings by resolution. Last year, Council requested that the time set for Council meetings be changed after the first of the year 2020.

Council currently meets in its regular meetings at 7:00 p.m. on the first, third, and fourth Thursdays of the month and at 11:30 a.m. on the second Wednesday of the month. The proposed change will move the Thursday evening meetings to 6:00 p.m.

Fiscal Impact

None

Attachments

Resolution No. 20-R-01

RESOLUTION 20-R-01 establishing the time of City Council meetings.

WHEREAS, Section 20 of the Charter of the City of Murfreesboro provides that the City Council may set the time for regular meetings of the Council by resolution; and

WHEREAS, the City Council would like to set regular monthly meetings as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The time of the regular City Council meeting shall be at 6:00 p.m. each Thursday of each month.

SECTION 2. A regular City Council meeting will be held at 11:30 a.m. on the second Wednesday of each month.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Rezoning approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Acting Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Blue Sky Construction presented a zoning application [2019-426] for approximately 122.19 acres to be rezoned from RS-10 (Residential Single-Family 10 District) and RS-15 to PUD (Planned Unit District). During its regular meeting on October 2, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

In the interim since the Planning Commission meeting, the neighboring property owners have submitted a "protest" per Section 6 of the Zoning Ordinance. Staff has reviewed the protest and confirmed that it complies with the requirements of the Zoning Ordinance; therefore, the zoning amendment shall not be passed except by a two-thirds vote of the Council.

Council Priorities Served

Engaging Our Community

Public hearings are the official source of public input from stakeholders for zoning applications.

Attachments:

1. Ordinance 19-OZ-43
2. Maps of the area
3. Planning Commission staff comments from 10/02/19 meeting

4. Planning Commission minutes from 10/02/19 meeting
5. PUD pattern book (Hidden River Estates PUD)
6. Protest from neighboring property owners
7. Other miscellaneous exhibits, including traffic study

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 2, 2019**

PROJECT PLANNER: MARINA RUSH

5.e. Zoning application [2019-426] for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive to be rezoned from RS-10 and RS-15 to PUD (Hidden River Estates PUD), Blue Sky Construction, applicant.

The subject property is located along the north side of Cason Trail, east of Stoney Meadow Drive, Dodd Trail, and River Rock Boulevard, and adjacent to the west side of the Murfreesboro "Greenway Trail Head" on Cason Trail and Stones River Greenway Trail. The applicant is requesting to rezone the property from RS-10 (Single-Family Residential District 10) and RS-15 (Single-Family Residential District 15) to PUD (Planned Unit District) for the purpose of developing 602 single-family attached residential units, 18 single-family detached residential units, and 15,000 square feet of commercial space. The property is 122.19 acres and identified as the following:

- Tax Map 101, Parcel 3.10 (78.5 acres)
- Tax Map 101, Parcel 3.11 (41.69 acres)
- Tax Map 101E, Group A, Parcel 6 (1.0 acre)
- Tax Map 101E, Group A, Parcel 7 (1.0 acre)

Hidden River Estates PUD:

The PUD proposes 602 townhouse units, 18 custom single-family detached homes, two amenity centers, and 15,000 square feet of commercial space. The residential units will be 2, 3 or 4 bedrooms, one or two-stories, and the River Row townhomes will be three-stories. The new roads will be a combination of public and private. The public road extends from Racquet Club Drive to Eastview Drive to the single-family estate homes. The remaining roads will be private and have gated access.

The applicant revised the program book to address the following comments and changes requested:

- River Row rear elevation and rooftop diagram provided (Page 16),
- Surface parking stall replaced 8.5 feet width with 9 feet width (Page 19),
- Road gate locations depicted on plan (Page 12),
- Kayak storage building and access depicted on plan (Page 30),
- Landscape Buffer "B" increased to Buffer "D" (Page 28), and
- "Bandstand" amenity replaced with "Formal Gathering Lawn" (Page 27).

Phase 1a and Phase 1b would be constructed at the same time frame. Regarding staff's recommendation to revise the phasing plan to provide internal access between Phase 1b homes to the Phase 1a amenities, the applicant revised the plan to include mail kiosks in Phase 1b and the homes will be age targeted to 55+, assuming these owners may not wish to use the amenities in Phase 1s. Planning Commission should discuss this and make a recommendation.

The following table provides an overview of the Hidden River Estates PUD proposed development:

HIDDEN RIVER ESTATES PUD – SUMMARY TABLE

	Housing Style	Bedrooms	Height/Story	Building Materials / Parking
Single-Family Attached (townhomes) Total = 602 units	The River Row	4 BR = 16 units 3 BR = 48 units	45 ft height 3 - story	Brick, stone, cementitious siding, 2-car garage plus 2-car surface
	The Villas	3 BR = 112 units 2 BR = 69 units	35 ft height 2 - story	Brick, metal, cementitious siding, surface parking
	The Landings	3 BR = 68 units 2 BR = 43 units	35 ft height 2 – story	Brick, cementitious siding, 3 BR units w/have 1 and 2 car garage and 2 BR units w/have 2 driveway spaces
	The Cottages	2 and 3 BR = 236 units	35 ft height 1.5 story	Brick, cementitious siding, 2 car garage or 2 car driveway
Single-Family Detached (custom) Total = 18 units	The Estates	Custom = 18 units	35 ft height, custom and up to 3 story	Custom
Amenity Center South	Pavilion and Restrooms Mail Kiosk Pool Picnic Area Bike Rack			Brick Stone Wood 15 guest parking spaces
Amenity Center North	Clubhouse 2 swimming pools and cabana Mail Kiosk Bandstand Picnic Area Basketball Tennis Court Volleyball, Bocce ball, shuffle board, Pond and Deck			
Commercial 15,000 sq ft.	-	Commercial uses listed on Page 33	1 story	Building design will be submitted in a later phase.

Traffic Impact Analysis

A Traffic Impact Analysis (TIA) for Hidden River Estates, dated August 2019, was prepared by the applicant's engineer, Huddleston-Steele Engineering, Incorporated, and is attached to this staff report for reference. The Murfreesboro Transportation Department staff is currently reviewing the TIA and will provide additional comments at the Planning Commission public hearing.

Neighborhood Meetings

A neighborhood meeting was held on July 15, 2019 and the primary comments were regarding traffic, sidewalk along Cason Trail, flood zone with regards to drainage and erosion, tree retention, wildlife, attached housing rather than detached housing, and density. In addition, staff and the developer will meet on September 30, 2019 with a group of representatives from the adjacent neighborhood to hear their comments and respond to any questions relating the proposed zoning. These meetings are in addition to prior meetings Staff has had with neighbors, including a neighborhood meeting at Cason Lane Academy, December 2018, and a meeting with a group of concerned neighbors at City Hall, January 2019.

Adjacent Land Use and Zoning

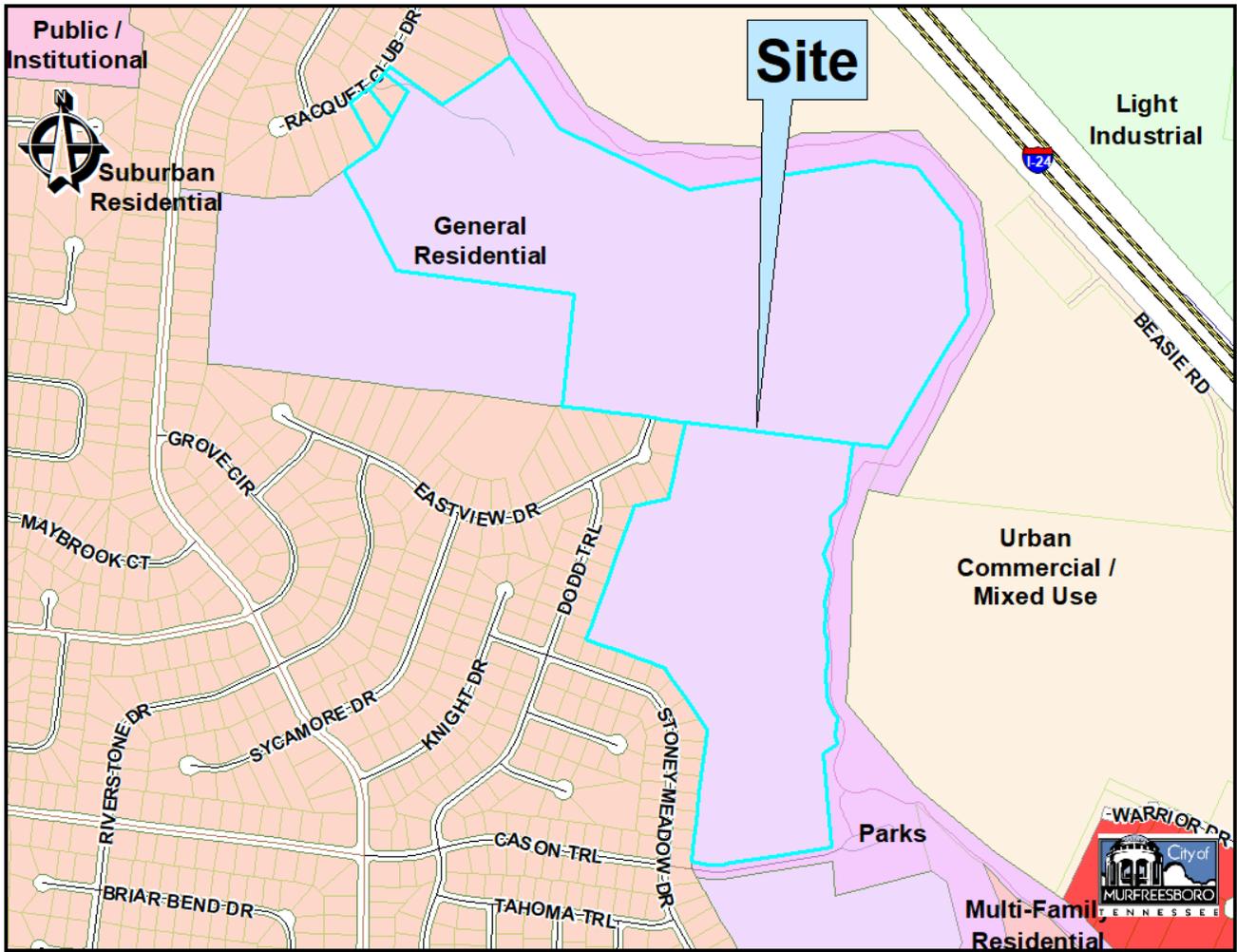
The adjacent zoning is: RS-15, RS-12 and RS-10 to the north and west, RS-10, RS-A1 (Single-Family Residential Attached District, Zero-Lot Line), RM-16 (Multi-Family Residential District 16) and CH (Highway Commercial District). The surrounding properties are developed with primarily single family residential and the Stones River Greenway trailhead and trail to the east. Further to the east, across the Stones River, is the West Point Subdivision, which is zoned L-I (Light Industrial District).

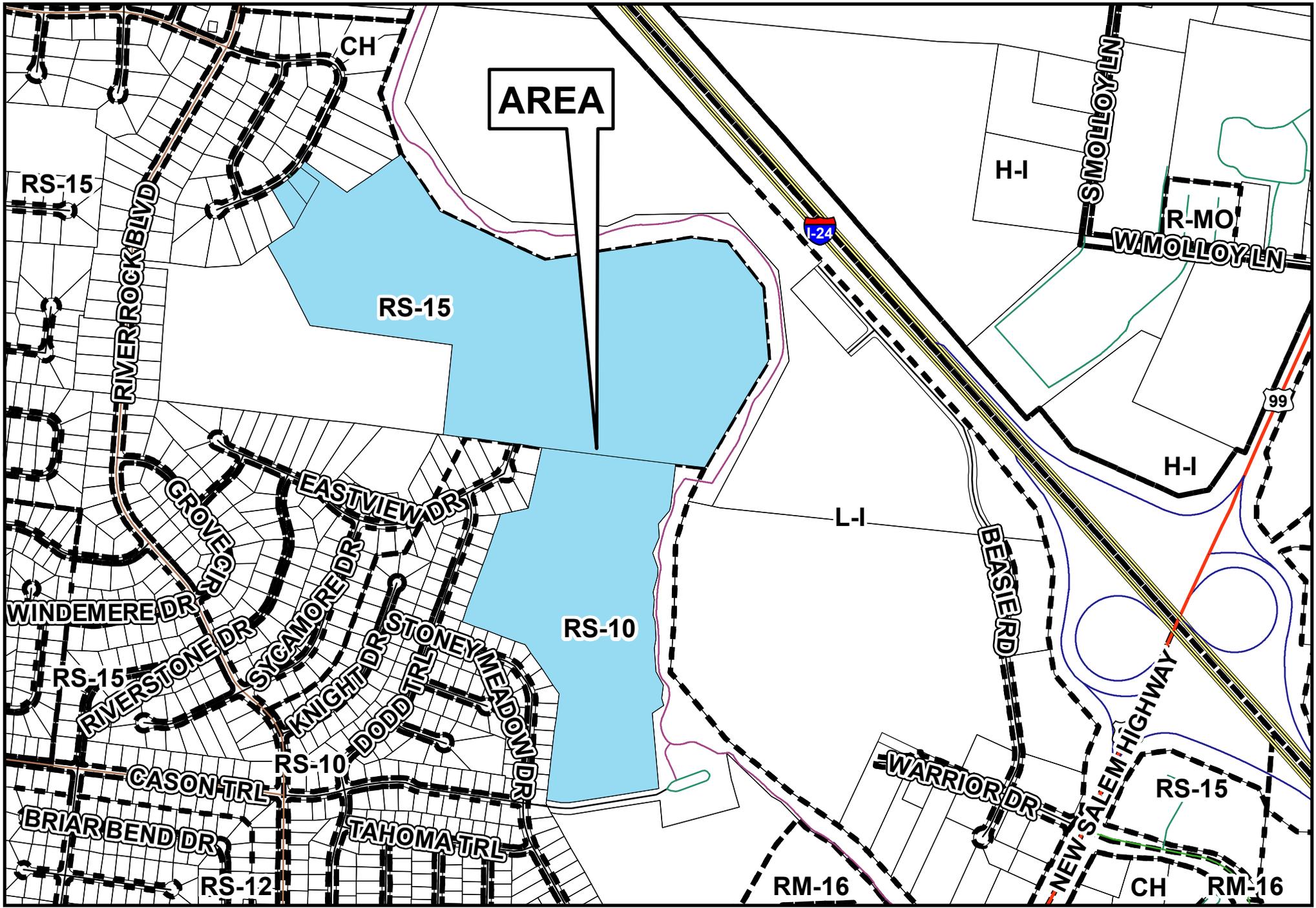
Future Land Use Map

The future land use map of the *Murfreesboro 2035 Comprehensive Plan* indicates that "Auto Urban (General) Residential" is the most appropriate land use character for the project area. The general characteristics include attached and detached single-family housing types and a density of 3.54 to 8.64 dwelling units per acre. The proposed rezoning is consistent with the future land use map of the *Murfreesboro 2035 Comprehensive Plan* (see map below).

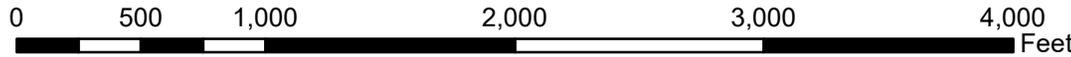
Action Needed:

The Planning Commission will need to conduct a public hearing on this rezoning request, after which it will need to discuss this matter and then formulate a recommendation for the City Council.

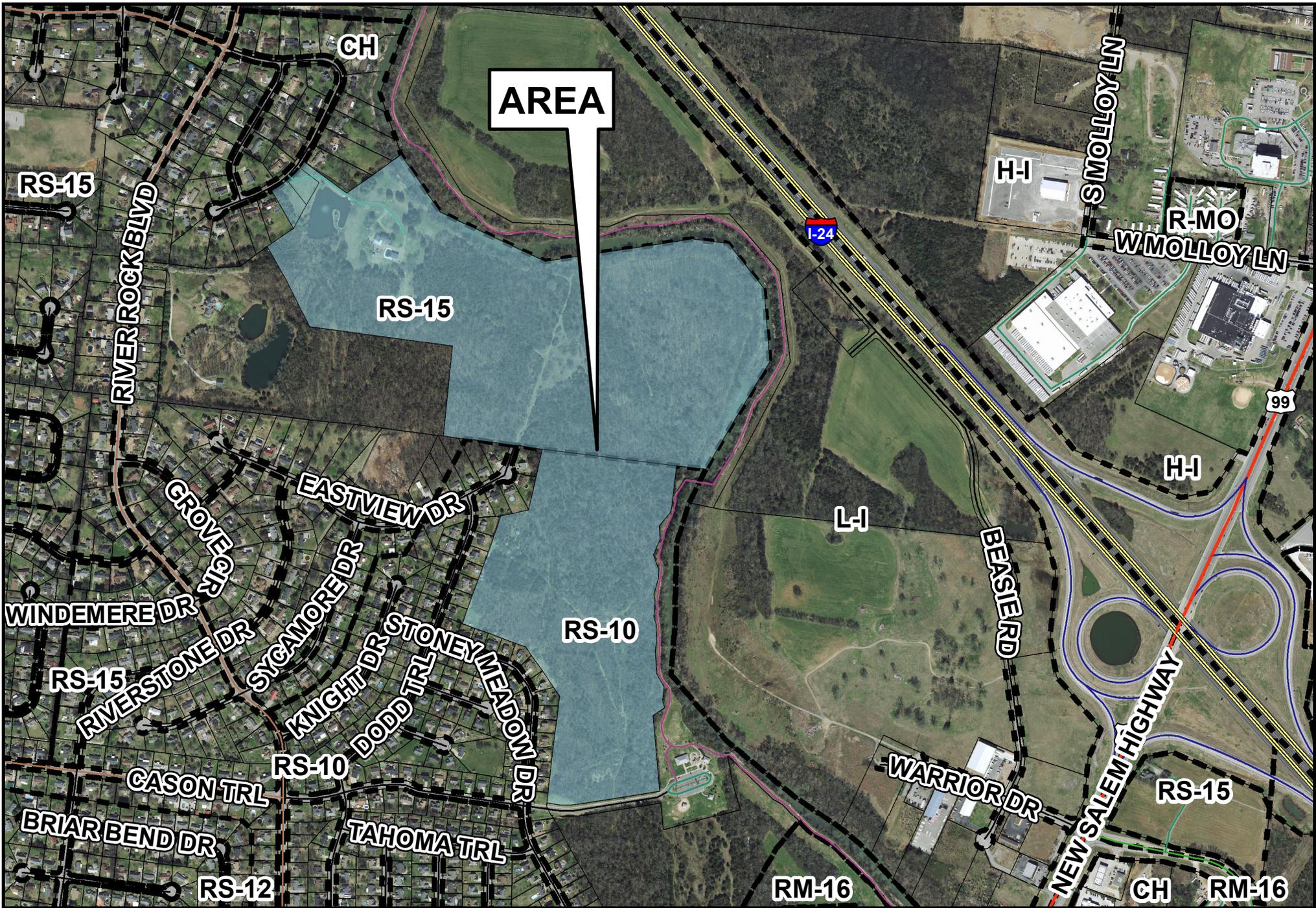




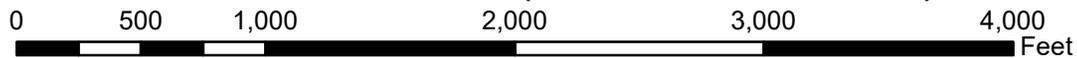
**Rezoning Request Along Cason Trail, Eastview Drive, and Racquet Club Drive
RS-10 and RS-15 to PRD (Hidden River Estates PRD)**



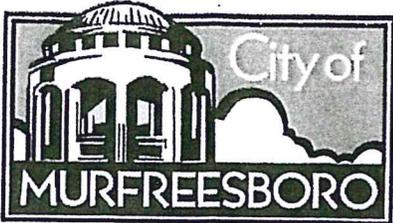
Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**Rezoning Request Along Cason Trail, Eastview Drive, and Racquet Club Drive
RS-10 and RS-15 to PRD (Hidden River Estates PRD)**



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



T E N N E S S E E

Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department

111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
(615) 893-6441 Fax (615) 849-2606
www.murfreesborotn.gov

Received
Planning Department
JUL 18 2019
111 West Vine Street
Murfreesboro, TN 37130

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

1. A completed rezoning application (below).
2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applicant:

APPLICANT: MFB Investment, Inc

Address: 6 Public Sq N City/State/Zip: M'boro TN

Phone: 615-405-5647 E-mail address: Brian@BSKY-Email

PROPERTY OWNER: WB Holdings

Street Address or property description: same.

and/or Tax map #: 101 Group: _____ Parcel (s): 3.10, 3.11

Existing zoning classification: RS-10

Proposed zoning classification: PRD Acreage: 120 ± AC

Contact name & phone number for publication and notifications to the public (if different from the applicant): _____

E-mail: _____

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 7-16-19

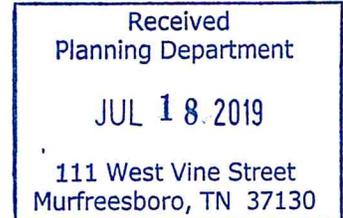
*****For Office Use Only*****

Date received: 7-18-19 MPC YR.: _____ MPC #: 2019-426

Amount paid: \$ 950.00 Receipt #: 117707

7.18.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130



Re: Rezoning Request – Hidden River Estates PUD

Described as at Tax Map 101 and parcels 3.10 and 3.11, consisting of 120 +/- acres

Dear Mr. Anthony:

On behalf of our client, MFB Investors, Inc, we hereby request to rezone a 120 +/--acre tract of land located at the Cason Trail Head area to be zoned PUD. The current plan is for a residential development with a small commercial center and residential uses.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

Hidden River Estates

PLANNED UNIT DEVELOPMENT



SUBMITTED FOR THE JANUARY 9, 2020 CITY COUNCIL PUBLIC HEARING

Plans Prepared By:

HS HUDDLESTON-STEELE
ENGINEERING, INC.

2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

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SHEET INDEX

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2. BUILDING ON EXPERIENCE
3. PROJECT SUMMARY
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32. OPEN SPACE PLAN
33. PHASING PLAN
34. 2035 PLAN RECOMMENDATIONS
35. COMMERCIAL CENTER CONCEPT
36. PLANNED DEVELOPMENT CRITERIA
37. PLANNED DEVELOPMENT CRITERIA (CONT.)



Development Team

Planning and Engineering



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Huddleston-Steele Engineering, Inc.
Attention: Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, Tn 37129

Architecture

J Taylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN. 37129
615.542.4675
jamie@jtaylor designs.net

Owner/ Developer

Blue Sky Construction, Inc.
Howard Wilson and Brian Burns
6 N. Public Square
Murfreesboro, TN. 37130
615.405.5647

Building on Experience

Blue Sky Construction, Inc., has a reputation of thoughtfully designed and quality-built homes. Serving Murfreesboro and Rutherford County, Blue Sky Construction Inc., has a strong reputation and believes their residential communities will continue to meet the residential needs of this growing area. Over the last few years, Blue Sky Construction, Inc., has constructed several significant projects including General's Retreat, General's Run, Cottages on Clark, and many home rehabilitation projects.



General's Retreat



North Church Street



General's Landing



General's Run



Cottages on Clark

Hidden River Estates

PLANNED UNIT DEVELOPMENT



HIDDEN RIVER ESTATES MASTER PLAN

Project Summary

Hidden River Estates

PLANNED UNIT DEVELOPMENT

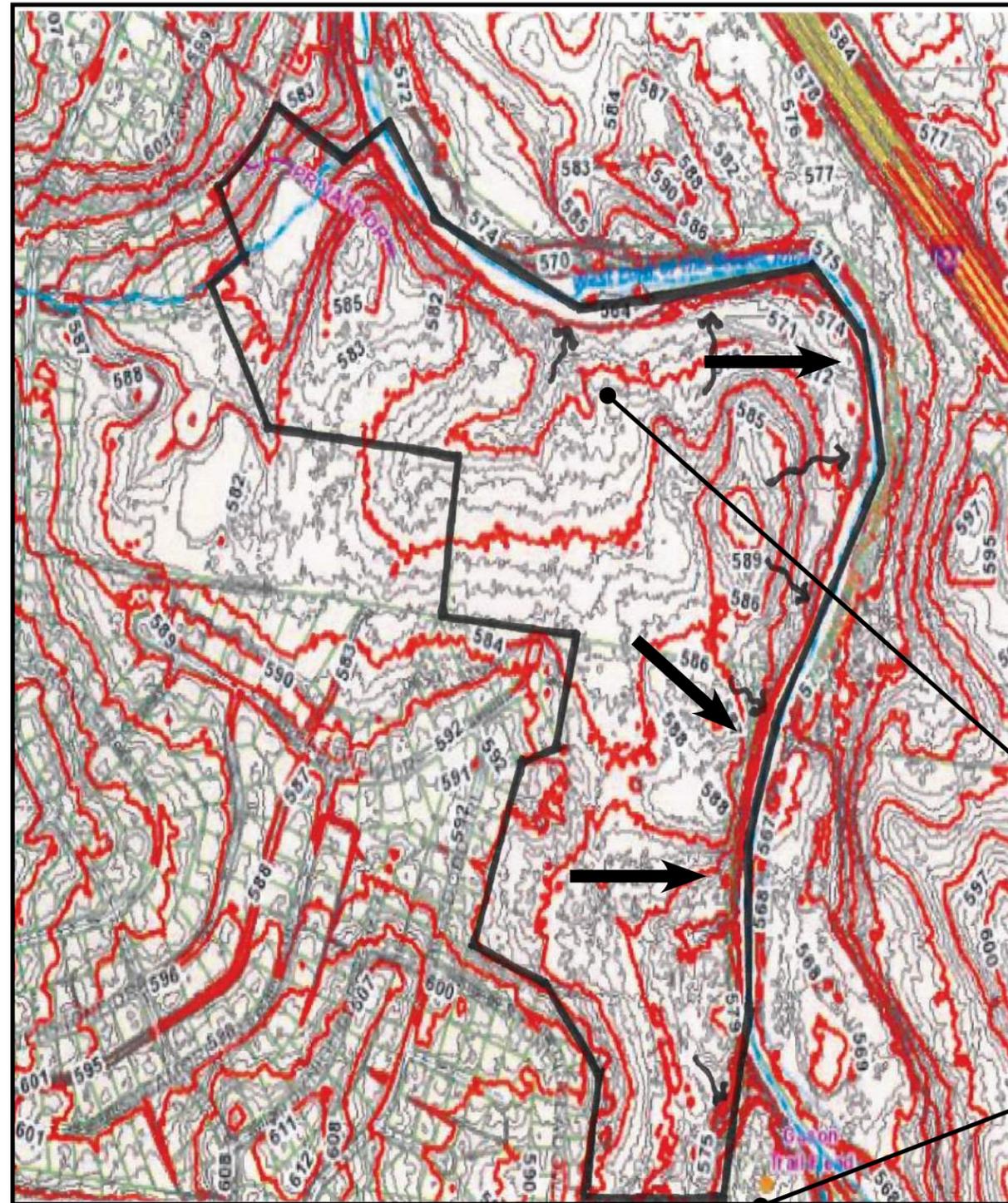
The purpose of this rezoning request is to create Hidden River Estates, a planned unit development, consisting of 120.2 Acres located along the Stones River on the Southwest side of Murfreesboro. Hidden River Estates will consist of 5 different home types, ranging from single-level homes, smaller townhomes, luxury 3 story townhomes and custom designed single-family residences on private lots, forming small neighborhoods of each sub-type of home. This PUD will include over 5 acres of recreational open space, 2 miles of internal walking trails, 2 amenity centers (serving both sides of the development), 2 private access points connecting to the Cason Trail Greenway, a small commercial node, private (YELP/Siren Operated Sensor(SOS) allowed) gated access, and a kayak launch to the Stones River. The PUD can be referenced as Parcel 3.10, 3.11 Tax Map # 101, Parcels 6.00, 7.00, Group A, Tax Map 101E. The development is designed to be a gated community with a total of 602 townhomes and 18 estate homes with a density of 5.16 units per Acre.

Access to the site will be by 3 access points: Southeast Access via Cason Trail (Southern Access), Northwest Access via Racquet Club Drive (Northern Access), and Middle Access via an extension to Eastview Drive (Middle Access). Each entrance will have formal landscaping, gated access and apportioned architectural elements, Northern and Southern Entrances allow for direct access to the respective amenity centers, and feature YELP or Siren Operated Sensor (SOS) emergency open gates. This healthy living community design will have several controlled access points connecting to the Cason Trail Greenway, a kayak launch to the Stones River (with an adjacent private bike & kayak storage building), and 2 miles of interior sidewalk & natural walking trails. The developer has acquired an additional 16 acre tract of land located on the southern side of Cason Trail, to create a direct public connection to New Salem Road (US HWY 99), a major arterial roadway, for the future residents of Hidden River Estates and the surrounding neighborhoods. This newly acquired land will be developed separately from this PUD, for single family homes. The constructed roadway will be completed prior to the construction of Phase 1 of the Hidden River Estates development, to allow for the new connection to serve as construction access for the Hidden River Estates development. The developer intends to donate portions of the land to the Greenway System & the City of Murfreesboro for the expansion of the area and amenities at the Cason Trail Greenway.

The development has five different townhome types: The River Row, The Landings, The Villas, The Cottages & The Estates.

Type	Quantity of Units	Square Footage	Bedrooms	Garage / Surface Parking	Required Parking Spaces	Provided Parking Spaces
River Row	64	2000 – 3500	4 Bdrms – 16 3 Bdrms – 48	2 Car Garage & 2 Car Carport	230	281
The Villas	196	1300 – 2200	3 Bdrms – 120 2 Bdrms – 76	2 car Surface	647	653
The Landings	106	1400 – 2800	3 Bdrms – 66 2 Bdrms – 40	1 or 2 Car Garage	306	360
The Cottages	236	1800 – 2500	3 Bdrms – 180 2 Bdrms – 56	1 or 2 Car Garage	718	1000
The Estates	18	2500 min.	Custom	Custom	N/A	72

Topography



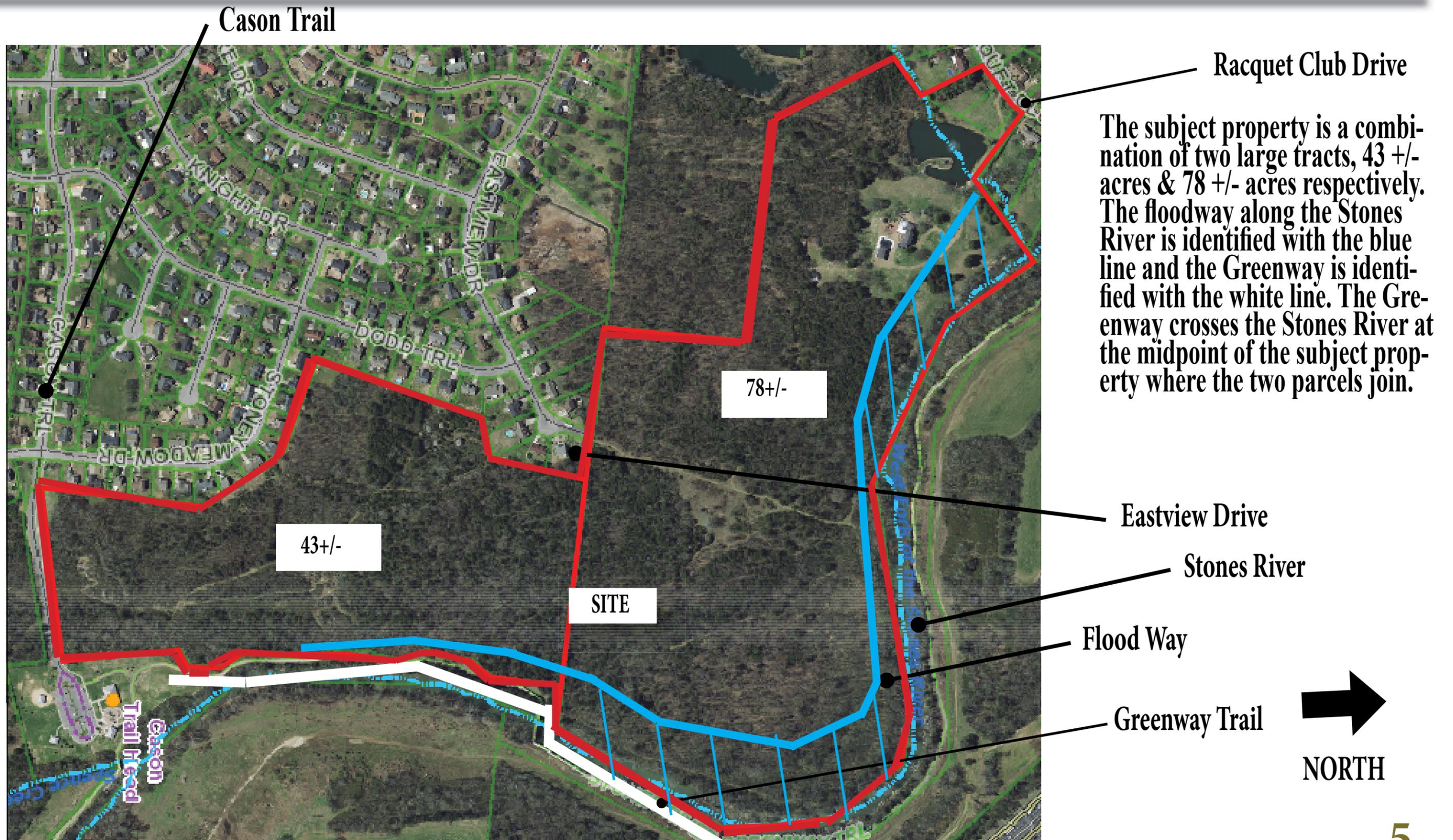
The subject property is located along the Murfreesboro Greenway & Stones River to the East. The topography of the site is relatively flat, with several natural swales leading towards the river; the topography drops at a modest rate from west to east towards the river.



SITE

Cason Trail Greenway
Trail Head

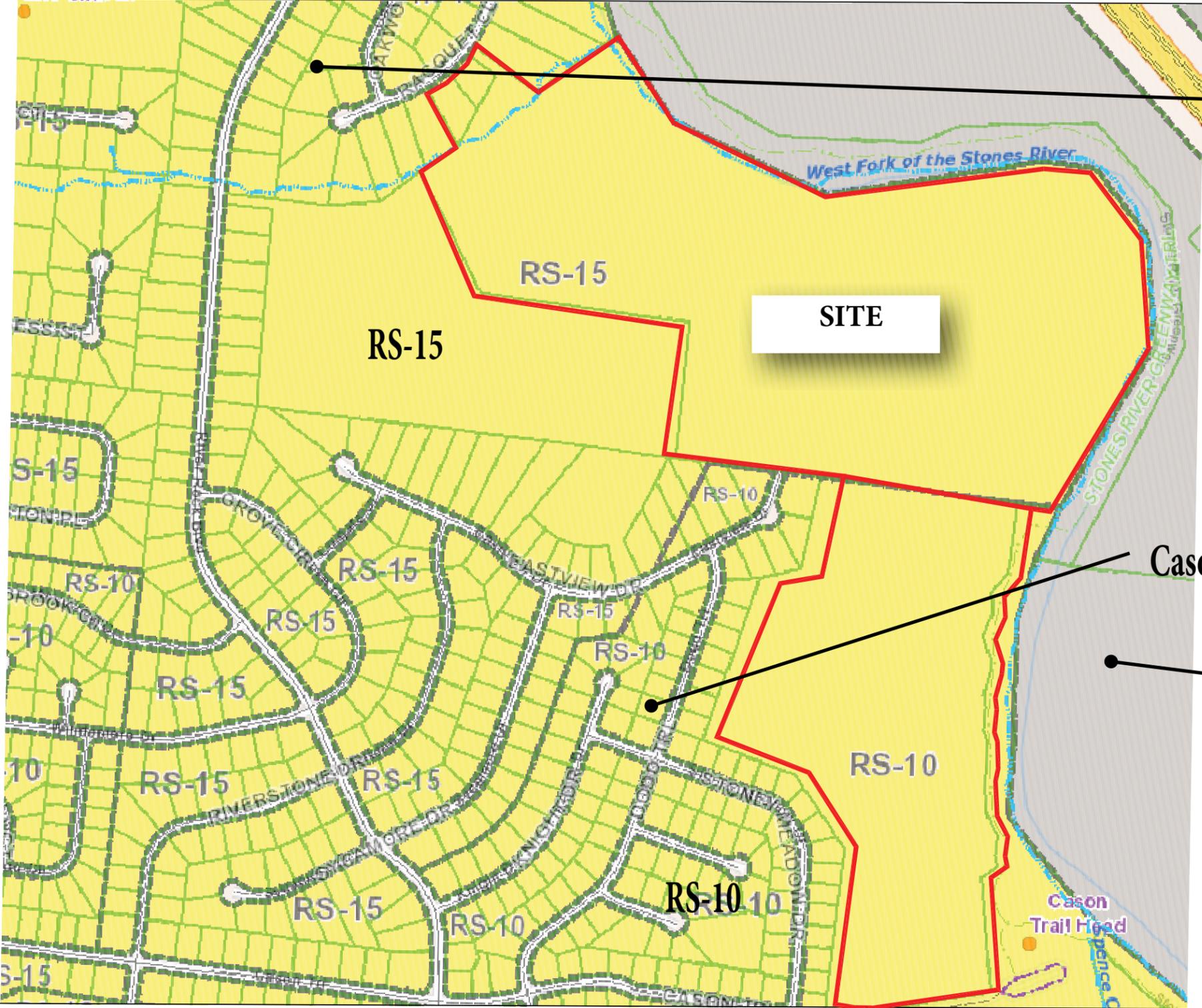
Aerial Map



Adjacent Zoning

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Cason Grove Estates

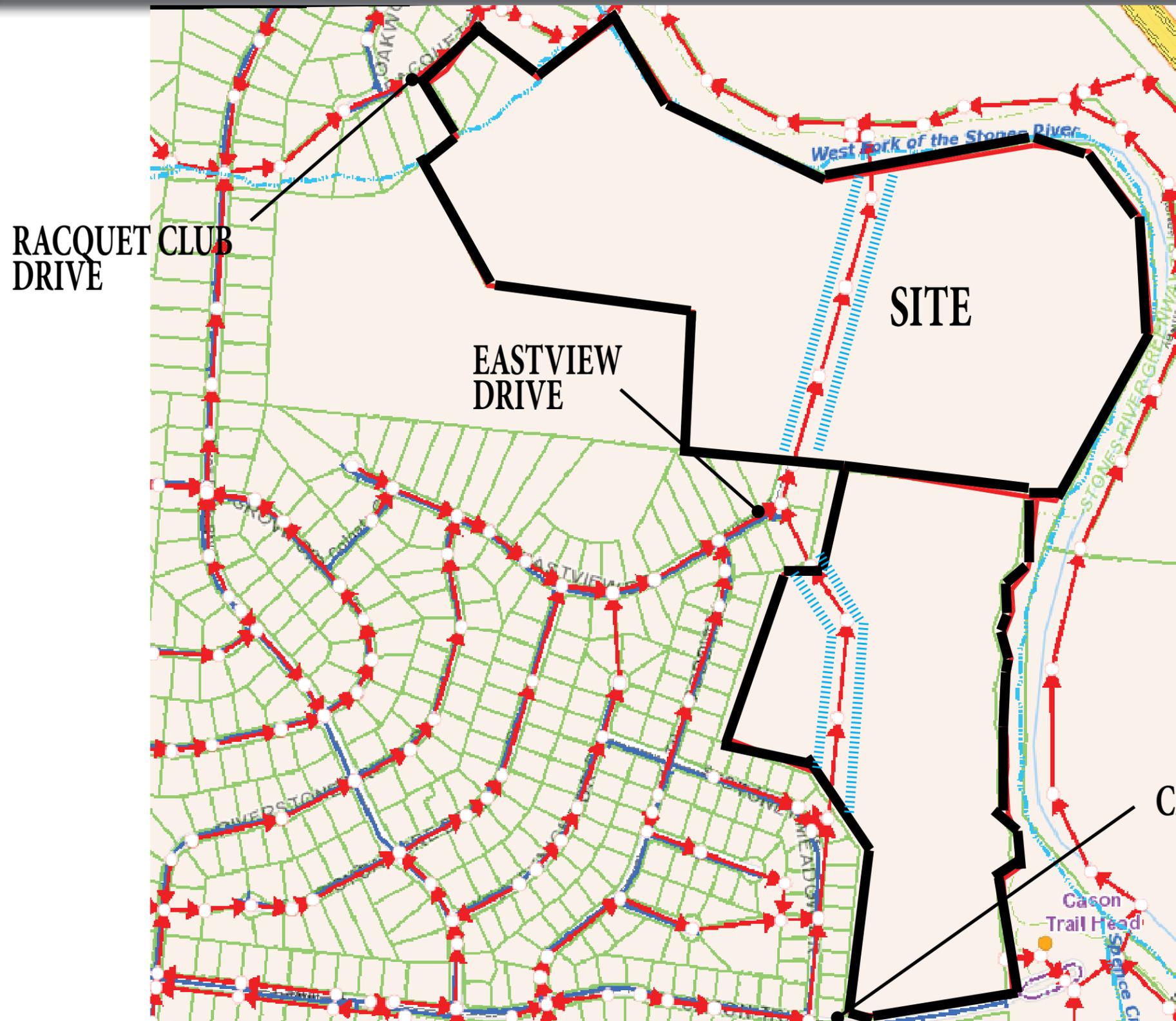
The subject property is bordered by RS-10 on the Southern boundary and Western border. To the North is zoned RS-15; to the East, across the Stones River is zoned L-I. The proposed zoning for the subject property is as a Planned Unit Development (PUD) with a combination of townhouse types.

Cason Grove

(L-I) INDUSTRIAL ZONING



Existing Utilities



Legend

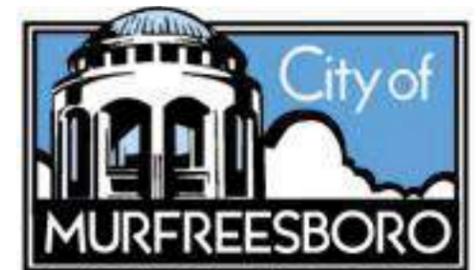
Existing Utilities

Red = 8" Sanitary Sewer

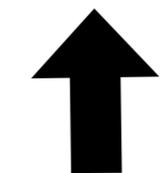
Blue = 8" Water

Blue Hatched = Sewer Easement

Existing Infrastructure Providers:



WATER & SEWER DEPARTMENT

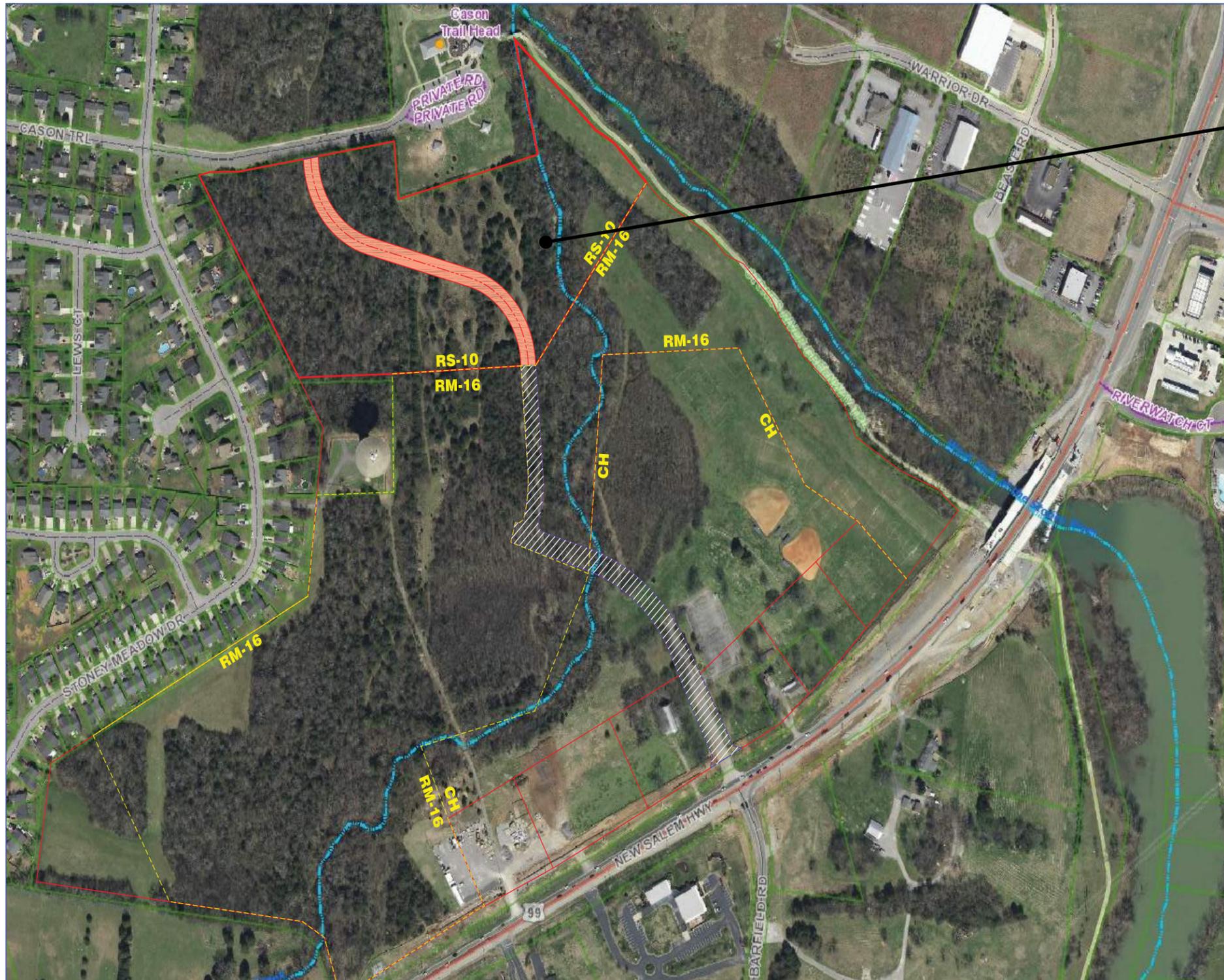


NORTH

Site Connectivity

Hidden River Estates

PLANNED UNIT DEVELOPMENT



NEWLY ACQUIRED 16 ACRES

The developer has acquired an additional 16 acre tract of land located on the southern side of Cason Trail, to create a direct public connection to New Salem Road (US HWY 99), a major arterial roadway, for the future residents of Hidden River Estates and the surrounding neighborhoods. This newly acquired land will be developed separately from this PUD, for single family homes. The constructed roadway will be completed prior to the construction of Phase 1 of the Hidden River Estates development, to allow for the new connection to serve as construction access for the Hidden River Estates development. The developer intends to donate portions of the land to the Greenway System & the City of Murfreesboro for the expansion of the area and amenities at the Cason Trail Greenway.

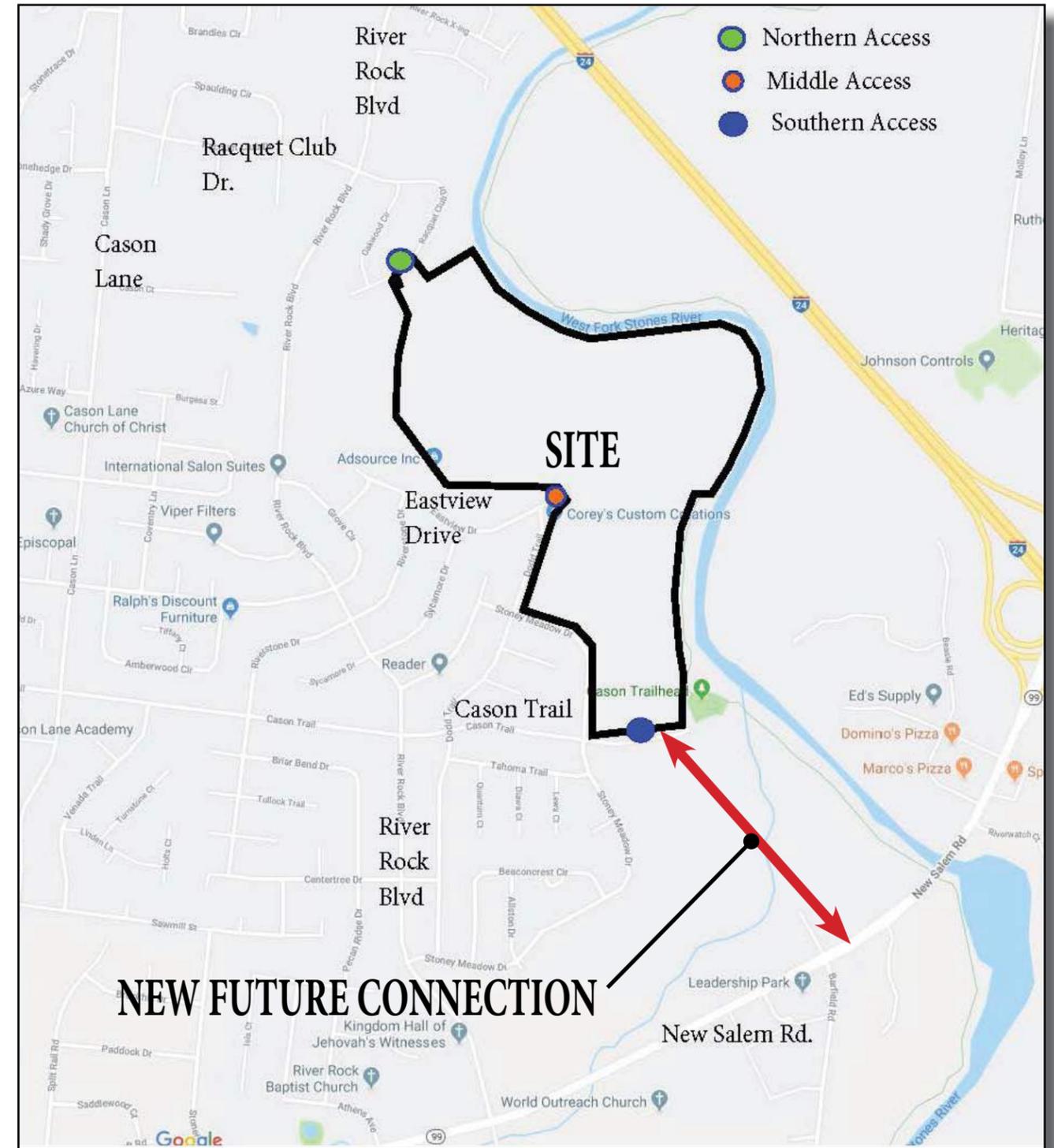
Site Connectivity (Cont.)

The development is served by several access roads. The southern entrance will be accessible via Cason Trail, the northwestern entrance will be accessible via Racquet Club Drive, the middle development access will be via Eastview Drive (an extension to which will be incorporated within the development site) and Dodd Trail.

The western border of the development is bound by Dodd Trail & Eastview Drive and the Cason Trail Subdivision. The northwestern border of the development is Racquet Club Drive.

Accessing the Site:

Interstate 24 (North/South)	Expressway / Freeway
From US Hwy 99 (New Salem Road)	Major Arterial Connector
River Rock Blvd	Community Collector
Cason Trail	Residential Collector
Stony Meadow Drive	Residential Sub Collector
From TN Hwy 96 (Franklin Road)	Major Arterial Connector
Cason Lane	Community Collector
Racquet Club Drive	Residential Collector
River Rock Blvd	Community Collector

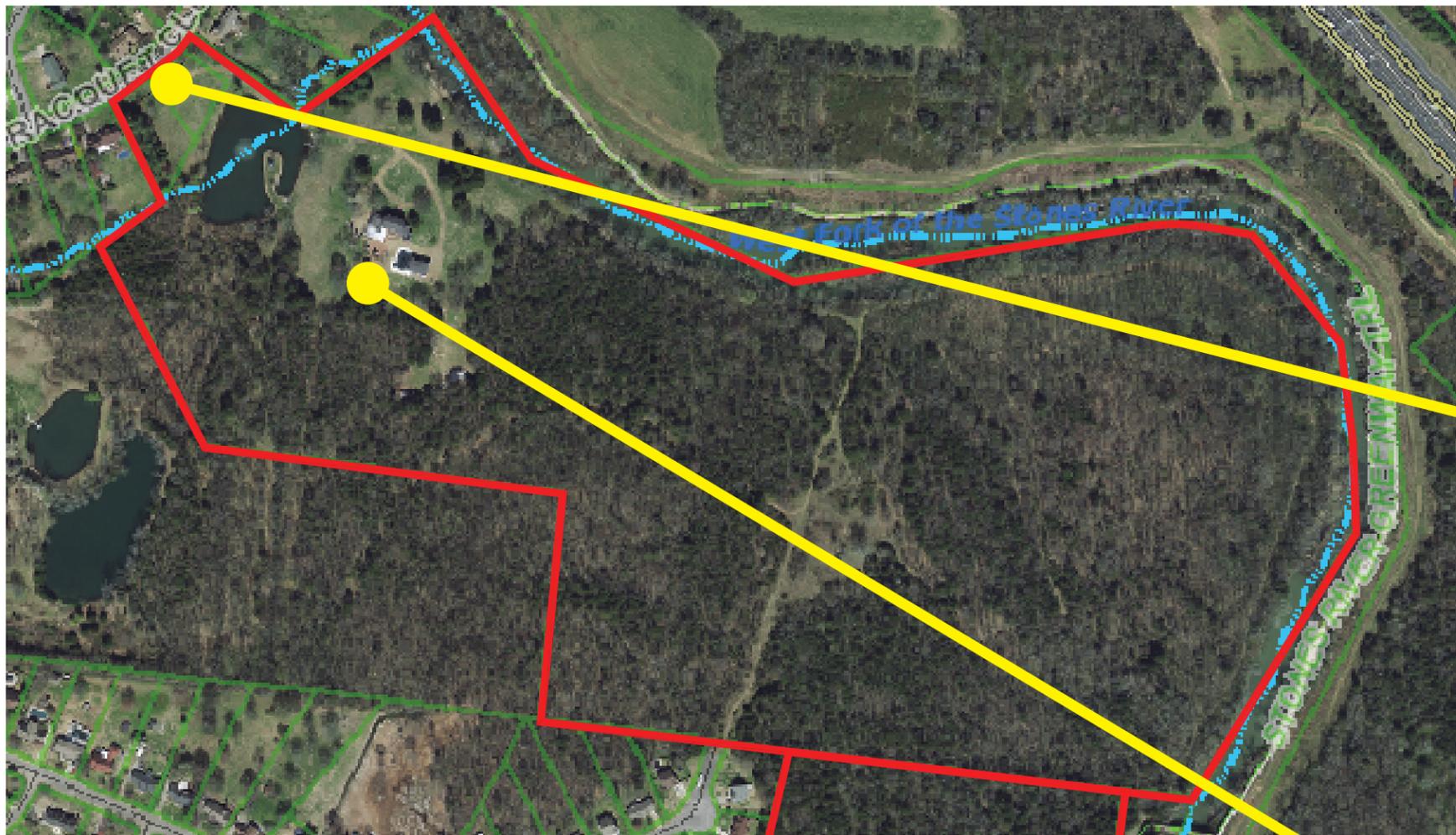


Existing Condition Pictures - North

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Aerial view of subject property.



Existing northern entrance off of Racquet Club Drive



Existing Residence (To be converted to future club house)

Existing Condition Pictures - South

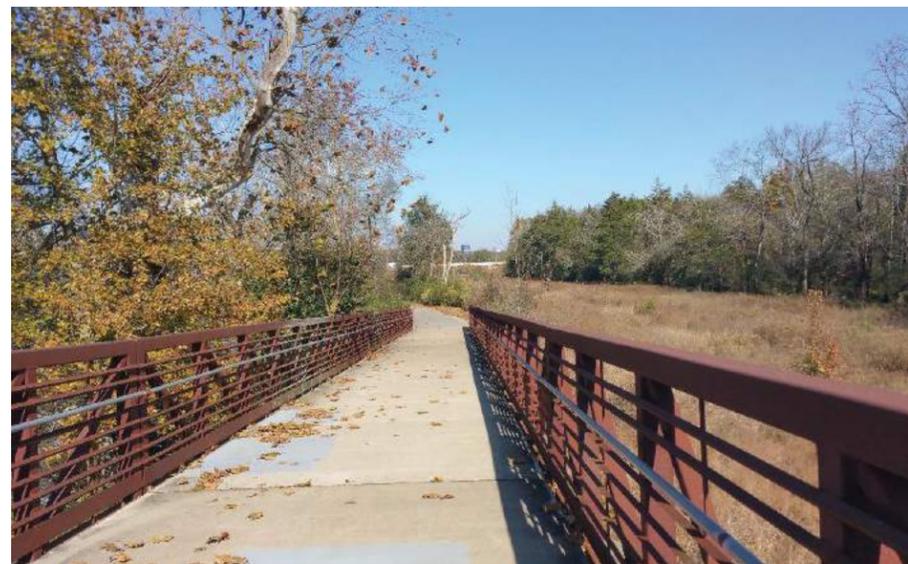
Hidden River Estates

PLANNED UNIT DEVELOPMENT

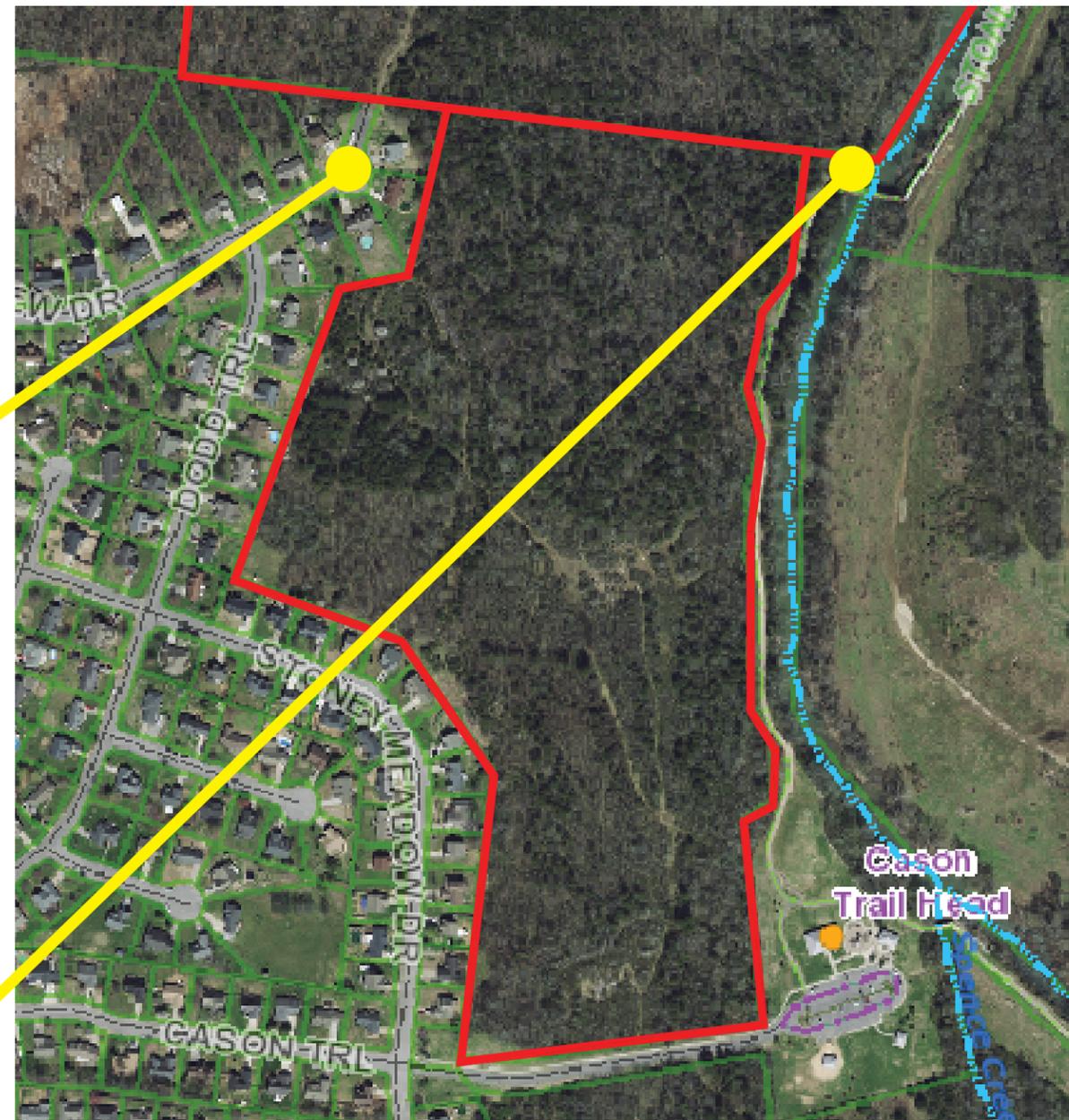
Aerial view of subject property.



End of Eastview Drive



View of greenway with I-24 in the background

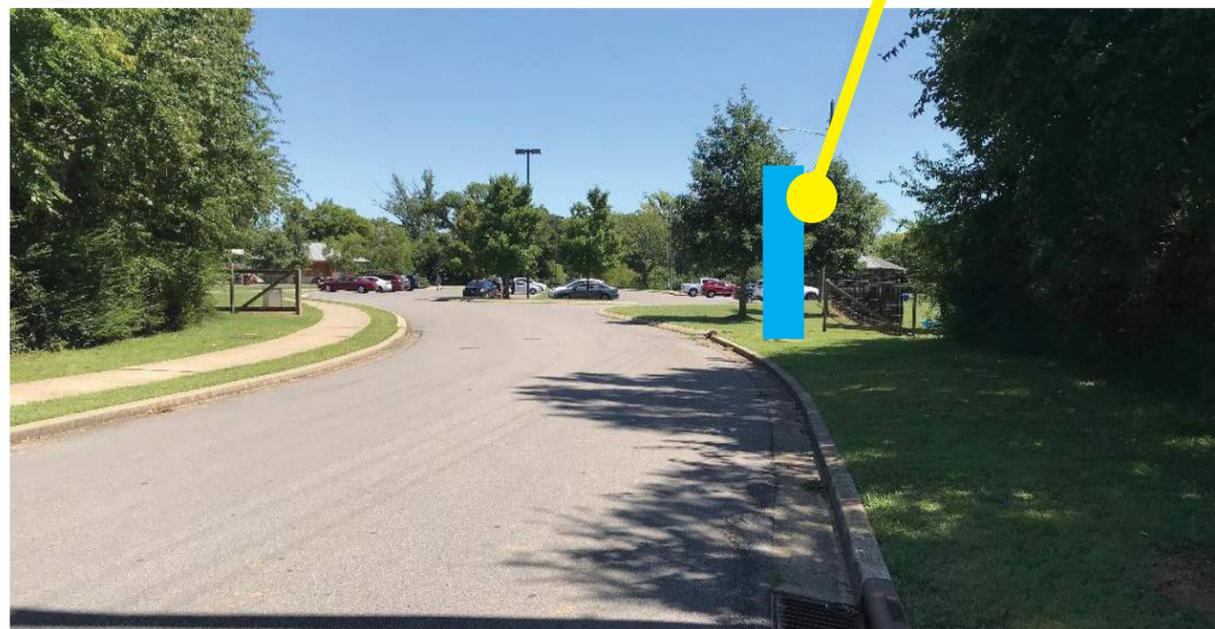


Existing and Future Trailhead Gate Location



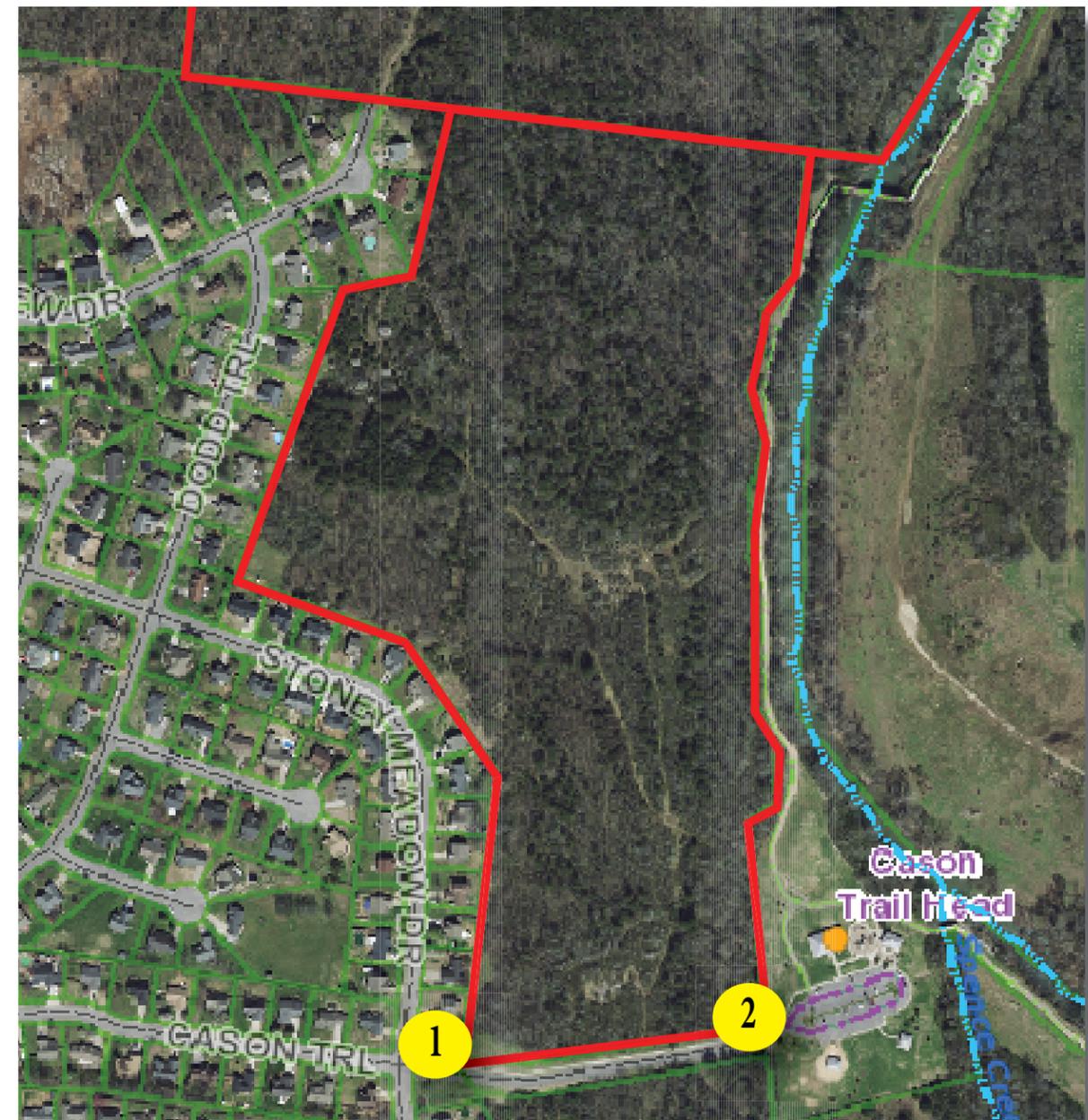
1 Current location of trail head gate

Future gate location

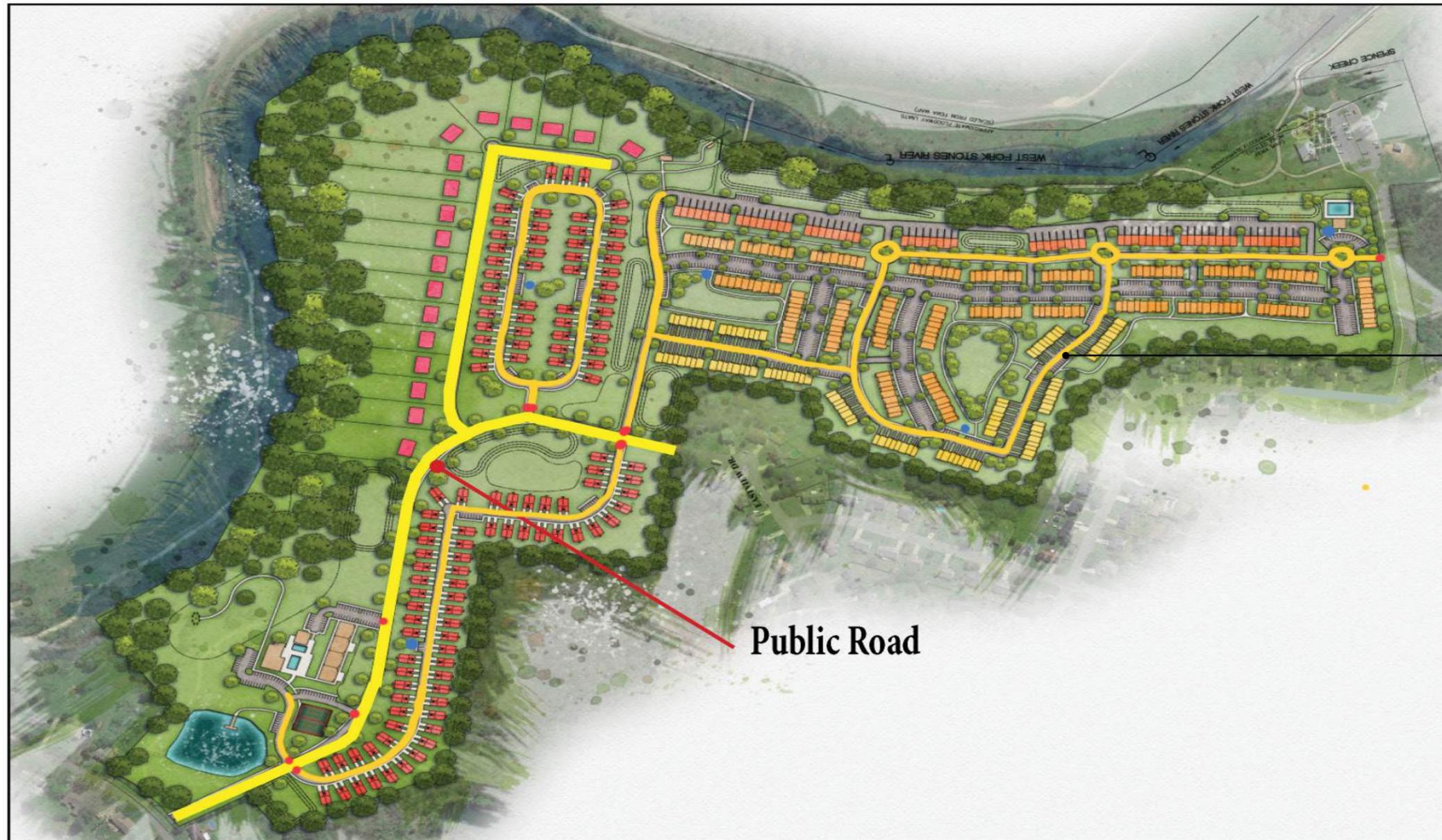


2 Proposed location of trail head gate

Aerial view of subject property.



Public and Private Roads Exhibit



Private Road

Public Road

● Gate Locations

● Mailbox Kiosk

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Conceptual Site Plan



This development is a gated private community which will be governed by an HOA. The HOA will be responsible for maintaining all common area and shared amenities. Homes will be sold as horizontal property regimes.

Site Data:
Total Acreage: 120 AC
Existing Zoning: RS-10 & RS-15
Proposed Zoning: Planned Unit Development (PUD)
Max Units: 620
Unit Density: 5.16 Units Per Acre

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Conceptual Site Plan (North)

Site Data:
Total Acreage: 120 AC
Existing Zoning: RS-10 & RS-15
Proposed Zoning: Planned Unit Development (PUD)
Max Units: 620
Unit Density: 5.16 Units Per Acre



MATCH LINE A-A

Conceptual Site Plan (South)



Wetland area to be mitigated via a off-site wetland bank. The developer will not be seeking an amendment of this PUD related to wetland mitigation.

The River Row Neighborhood

FRONT ELEVATIONS



Metal Railing

Precast Stone

Brick

Roof Top Patio

Hardie Board



ROOF TOP PLAN

REAR ELEVATIONS



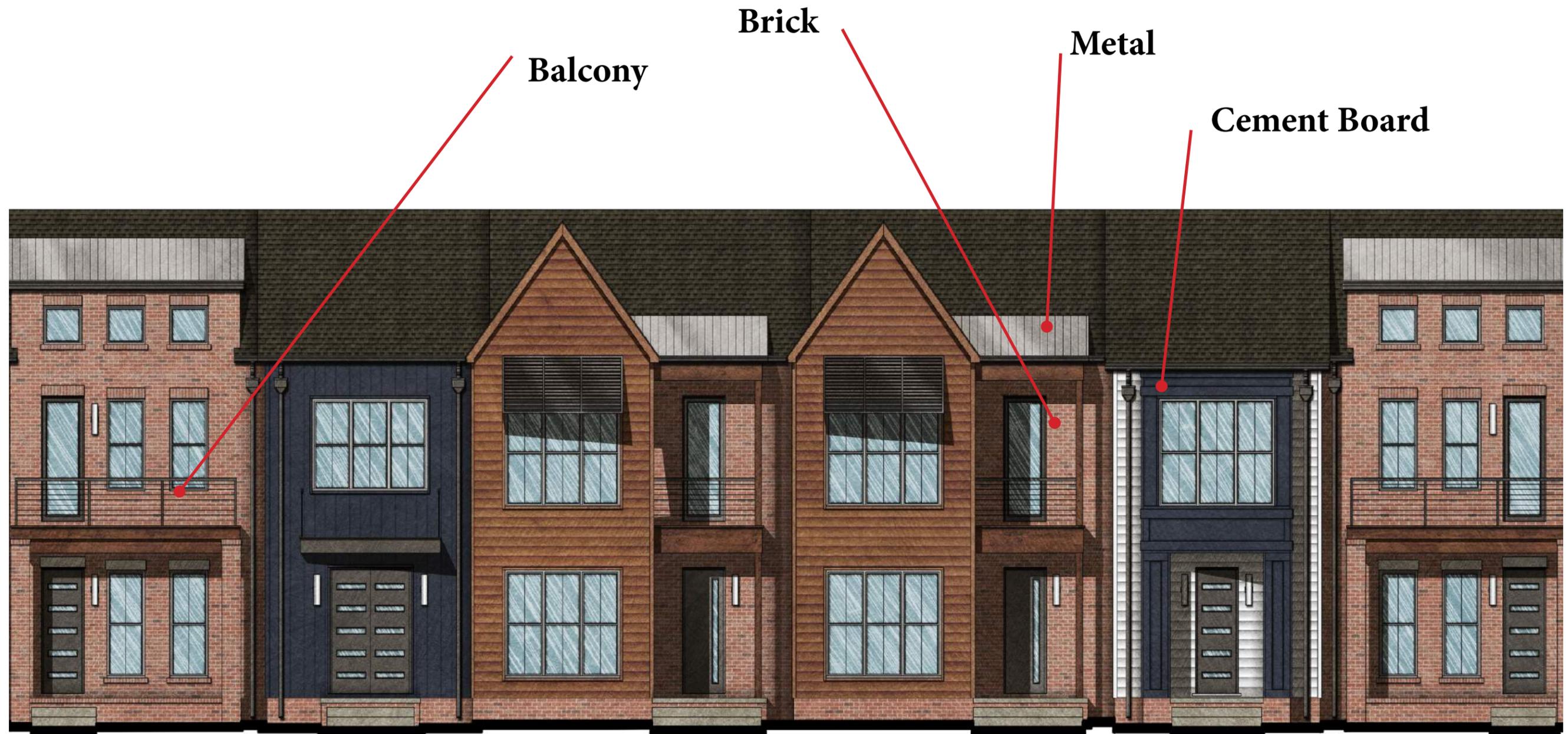
Carport Deck

Garage

The River Row - Neighborhood Detail

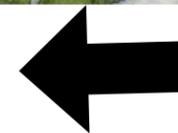


HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The River Row	2000 S.F. (Min)	3 Story	Brick	16 - 4 Bdrm	2 Car Garage	20' Min.	230/280
			Stone	48 - 3 Bdrm	2 Car Carport		
			Cement Board				



Front Elevations

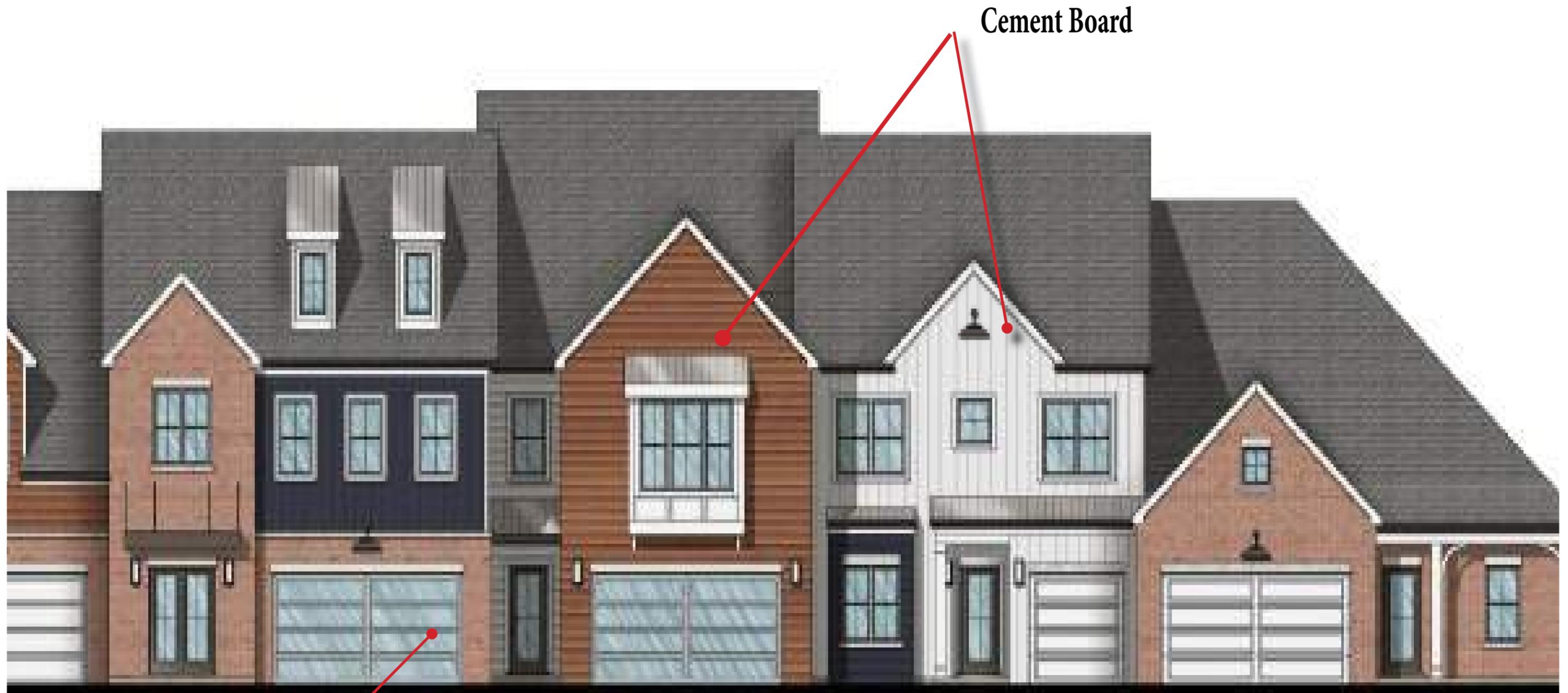
The Villas - Neighborhood Detail



NORTH

HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	PARKING SPACE WIDTH	SPACES REQUIRED/ PROVIDED
The Villas	1400 S.F. (Min)	2 Story	Brick Metal Cement Board	120 - 3 Bdrm 76 - 2 Bdrm	Surface Parking	9' Min.	647/653

The Landings Neighborhood



Cement Board

Decorative Garage Doors

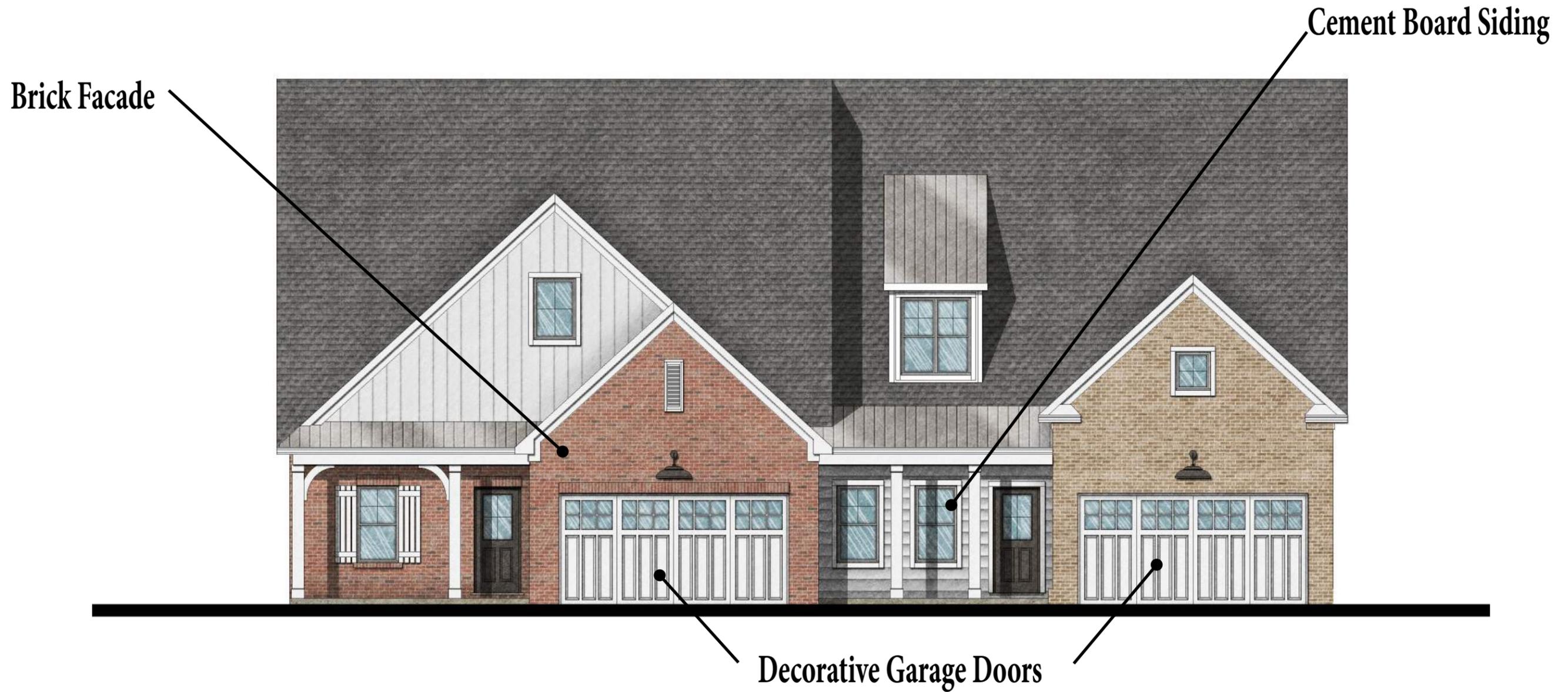
FRONT ELEVATION

The Landings - Neighborhood Detail



HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The Landings	1300 S.F. (Min)	2 Story	Brick Cement Board	66 - 3 Bdrm 40 - 2 Bdrm	1 & 2 Garage 2 Driveway	20' Min.	306/360

The Cottages Neighborhood



The Cottages - Neighborhood Detail



HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The Cottages	1800 S.F. (Min)	1 1/2 Story	Brick Cement Board	180-3 Bdrm 56 - 2 Bdr	2 Garage 2 Driveway	20' min.	718/1000

The Estates Neighborhood



The Estates - Neighborhood Detail



NORTH

HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES PROVIDED
The Estates	2500 SF (Min)	3 Story Max.	Custom	Custom	Custom Min. two car garage	20' min.	72
* All plans will be subject to architectural review committee approval.							

South Amenity Center

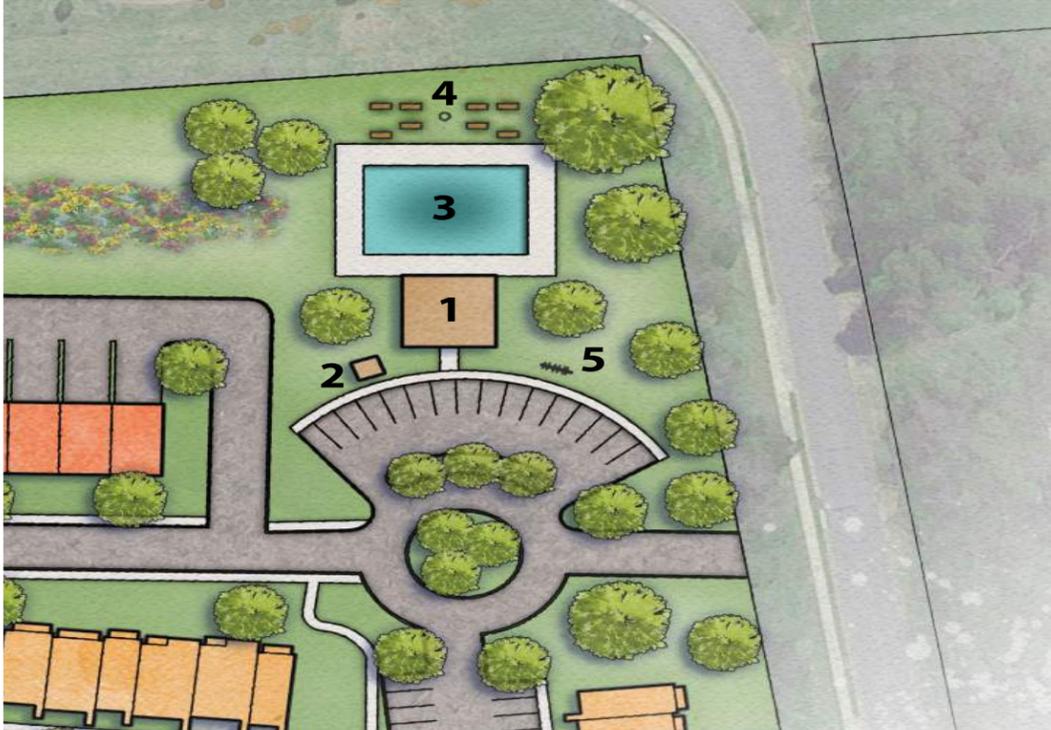
Hidden River Estates

PLANNED UNIT DEVELOPMENT



Pavilion Style

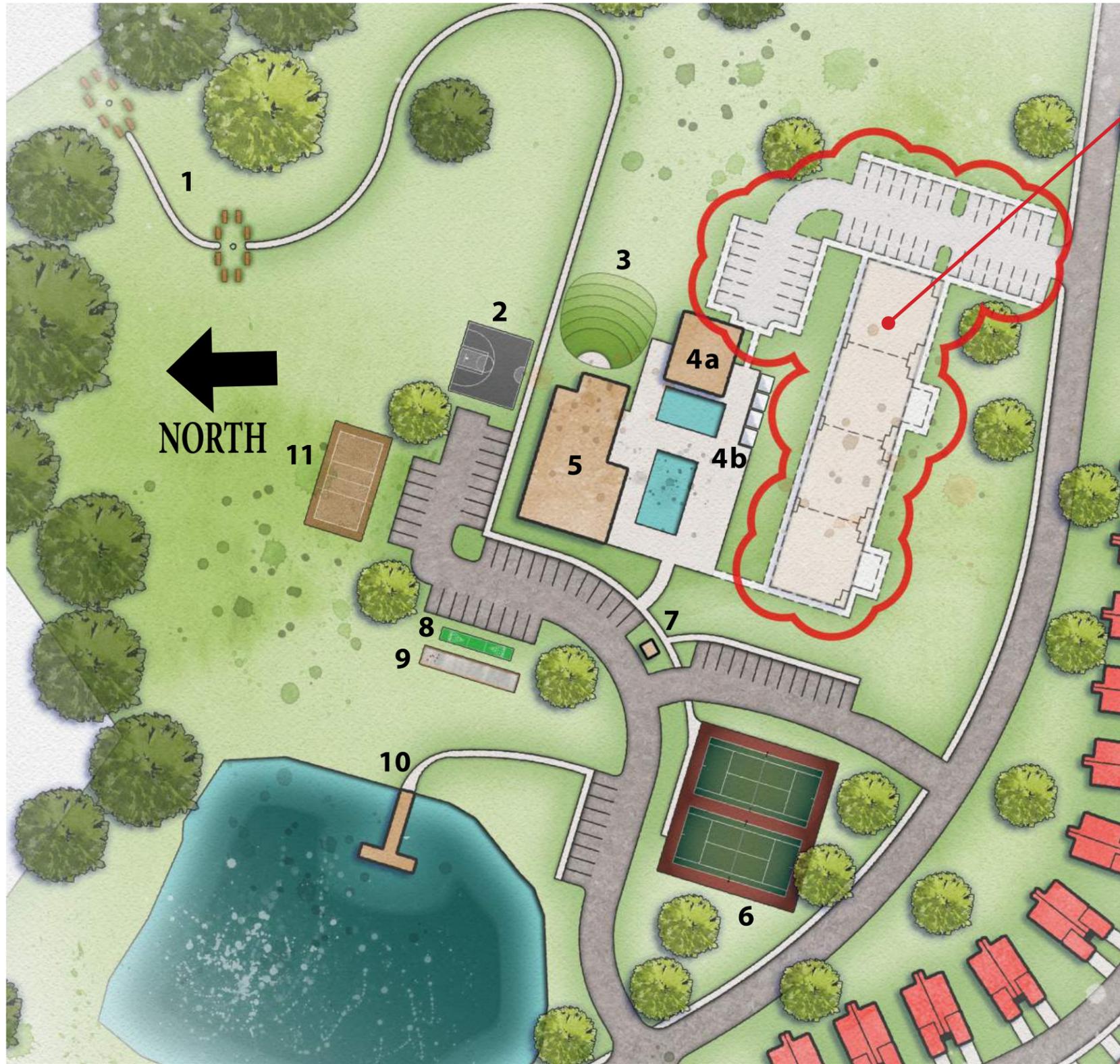
AREA	MAP #	FEATURES	MATERIALS	PARKING
Amenity Area South	1	Pavilion/Restrooms	Brick	15 Spaces
	2	Mail Kiosk	Stone	
	3	Pool	Wood	
	4	Picnic Area		
	5	Bike Rack		



North Amenity Center

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Future commercial site to service neighborhood

AREA	Map #	FEATURES	MATERIALS	PARKING
Amenity Area North	1	Picnic Area	Brick	103 Spaces
	2	Half Court Basketball	Stone	
	3	Formal Gathering/ Event Lawn	Wood	
	4a	Pools and Cabana		
	4b	Private Cabana		
	5	Club House		
	6	Tennis and Pickleball Court		
	7	Mail Kiosk (Relocated)		
	8	Shuffle Board		
	9	Bocce Ball		
	10	Private Pond and Dock		
11	Sand Volleyball			

Conceptual Landscape Plan

Buffer Planting Types



Street Tree



White Pine



Southern Magnolia



Forsythia



Skip Laurel



Green Giant Arborvitae



Leyland Cypress

Development Characteristics

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Proposed Street Light



Proposed Signage



Proposed Clock Tower



Typical Bench

Development Characteristics Cont.

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Greenway
Access Points



Typical Concept Kayak
Storage Facility

Kayak
Storage Kayak
Launch

Open Space Plan

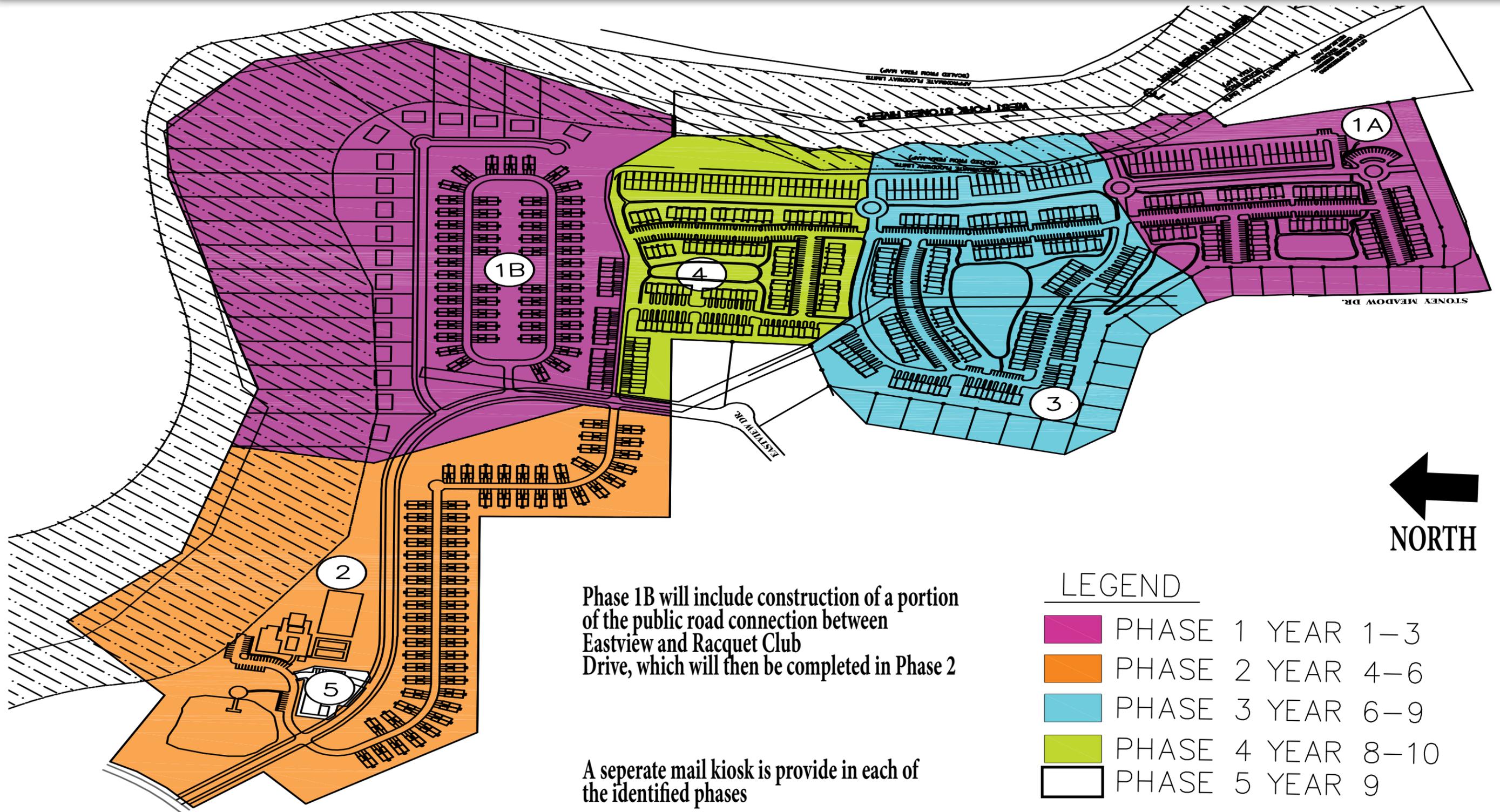
Hidden River Estates

PLANNED UNIT DEVELOPMENT



Open Space Requirements:			
Type of Open Space	Required Acreage	% Allocation	Provided Acreage
Informal	24 AC	20%	30 AC +/-
Formal / Active	6 AC	5%	10 AC +/-

Phasing Plan



Phase 1B will include construction of a portion of the public road connection between Eastview and Racquet Club Drive, which will then be completed in Phase 2

A separate mail kiosk is provided in each of the identified phases

LEGEND

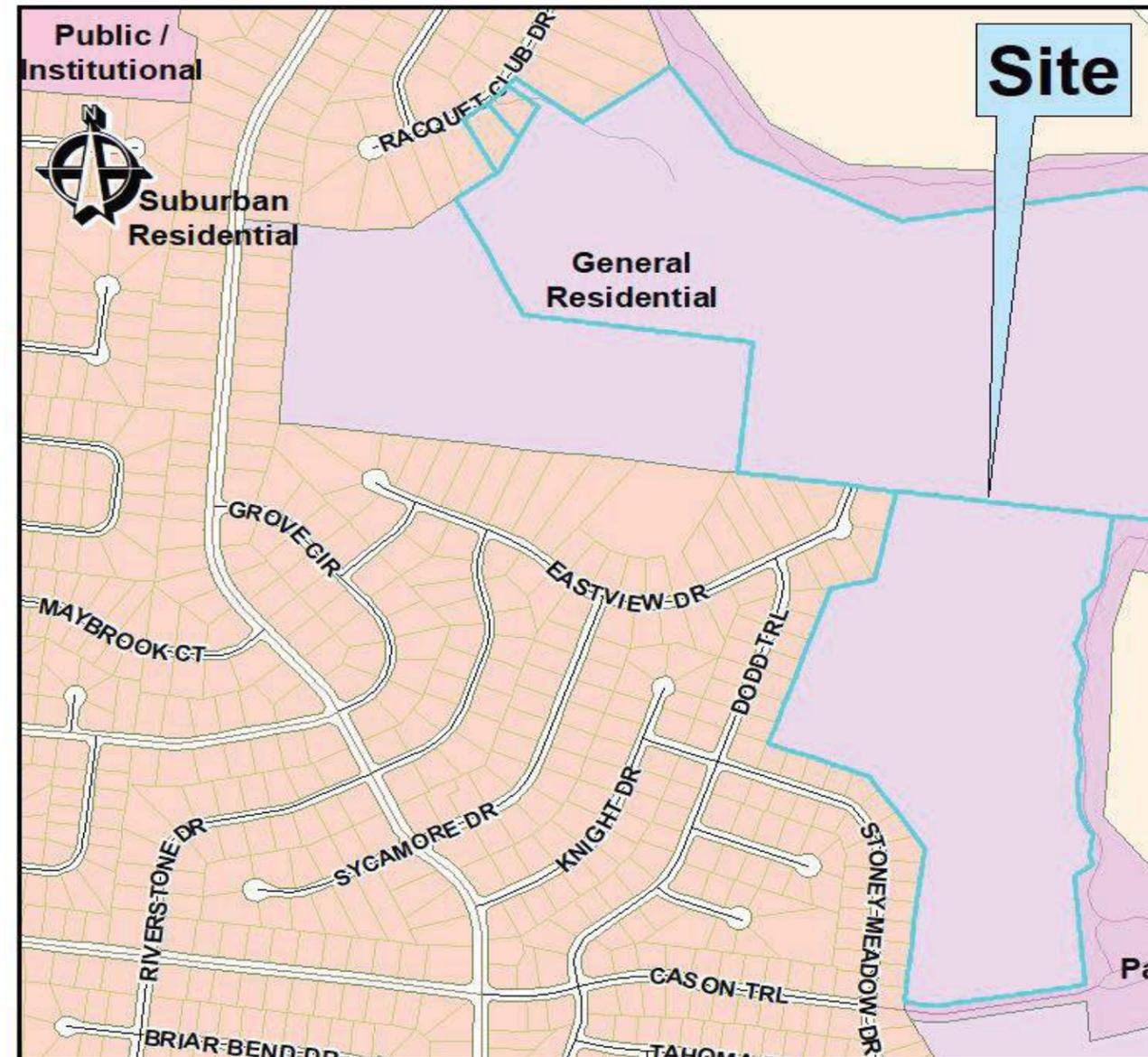
	PHASE 1	YEAR 1-3
	PHASE 2	YEAR 4-6
	PHASE 3	YEAR 6-9
	PHASE 4	YEAR 8-10
	PHASE 5	YEAR 9

* Phasing subject to sales and market conditions

2035 Plan Recommendation

Hidden River Estates

PLANNED UNIT DEVELOPMENT



The 2035 Comprehensive Plan identifies the subject property as Auto-Urban (General) Residential Character. The potential of developing a townhome development which calls for higher density housing is consistent with the 2035 Comprehensive Plan. This character classification allows for a density of 8.62 units per acre; we are proposing a density of 5.16 units per acres, only 67% of the maximum allowance.

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Future Commercial Center Concept

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Concept Image



Commercial Site



The Hidden River Estates Commercial Center will provide neighbor services which will meet the needs of the development and surrounding community. The 15,000 SF commercial node will be scaled and designed consistent with the development. We anticipate this node to be constructed in Phase 5 of the development.

Proposed Allowable & Permitted Uses for Commercial Space with in PUD for Hidden River Estates

- | | | |
|--------------------------------|-----------------------|---------------------------------|
| Animal Grooming Facility | Bakery, Retail | Coffee, Food, or Beverage Kiosk |
| Delicatessen | Flower or Plant Store | Health Club |
| Restaurant and Carry-Out Rest. | Restaurant, Specialty | Restaurant, Specialty - Limited |
| Sauna | | Specialty Shop |

Planned Development Criteria

General Applicability Per Section 13 - Planned Development

1. **Ownership and division of land:** *The site is owned by Betsy C. Johns and Blue Sky Construction, Inc.. The lots are currently zoned RS-15 and RS-10 in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No action of the BZA shall be required for approval of this planned unit development.*
3. **Common open space:** *Open space will be provided throughout the property.*

TOTAL ACRES	120 +/- AC.
TOTAL OPEN SPACE	81 AC.
OPEN SPACE PROVIDED	24 AC.
FORMAL OPEN SPACE REQUIRED	6 AC.
FORMAL OPEN SPACE PROVIDED	9.5 AC.

4. **Accessibility to site:** *The property is accessible from Cason Trail, Eastview Drive, and Racquet Club Drive.*
5. **Off street parking.** *See sheet for 3 parking calculations.*
6. **Pedestrian circulation:** *Sidewalks will be added throughout the development.*
7. **Privacy and screening:** *A Type D buffer will be provided along the western property line. (Sh. 29)*

8. **Zoning and subdivision modifications proposed:** *The property owner is requesting the property be rezoned from the current RS-10 and RS-15 to a Planned Unit Development.*
9. **Phasing:** *The project shall be completed in 5 phases. (sh. 33)*
10. **Annexation:** *Annexation is not requested with this zoning request.*
11. **Landscaping:** *Landscaping buffers and perimeter yard planting will be included with the site plan. A Type D buffer will be provided on the western property line. and the perimeter planting yards will occur on the remaining property line. (sh. 29)*
12. **Major Throughfare Plan:** *The PUD is consistent with the Major throughfare plan.*
13. **Applicant contact information:** *Contact information is located on sheet 1.*
14. **Proposed Signage:** *Signage location is depicted on Sheet 30 and will be consistent with the proposed materials on the structures.*

Planned Development Criteria (Cont.)

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in pattern book sheet 7*
- 2/3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book sheets 10-12.*
- 4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book sheets 13-29*
6. Development schedule: *The project is currently being projected to start in the next few years, per sheet 33.*
7. Relationship of the planned development to current city polices and plans: *The development complies with 2035 plan & city policies, exceptions noted in # 8. See sheet 33.*

BUILDING SETBACK	RS-A2	RS-10	PUD	
Front	35	40	River Row	25
			Cottages	25
			Villas	25
			Landings	25
			Estates	25
Side	5	10	River Row	10
			Cottages	5
			Villas	5
			Landings	5
			Estates	10
Rear	20	30	River Row	20
			Cottages	20
			Villas	20
			Landings	20
			Estates	NA-Floodway
Height	35	35	River Row	45
			Cottages	35
			Villas	35
			Landings	35
			Estates	35

8. Proposed deviation from zoning and subdivision ordinance: *We are requesting the height allowance for the River Row Townhomes to be 45 feet which includes the roof top patios.*
9. Site tabulation data for land area, FAR, LSR, and OSR:

TOTAL SITE AREA	5,227,200
TOTAL MAXIMUM FLOOR AREA	1,488,000
TOTAL DRIVE AND PARKING AREA	971,400
TOTAL LOT COVERAGE	2,459,400
TOTAL LIVABLE SPACE	2,556,960
TOTAL OPEN SPACE	3,568,870
FLOOR AREA RATIO (F.A.R.)	0.42
LIVABILITY SPACE RATIO (L.S.R.)	3.51
OPEN SPACE REQUIREMENTS (O.S.R.)	2.3

10. The nature and extent of any overlay zones as described in Section 24 and 34: *The development is consistent with the 2035 plan for the City of Murfreesboro. See sheet 33.*
11. *Parking allocations will be consistent with City Ordinance, should bedroom quantity change.*

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Hidden River Estates



AMENDED
TRAFFIC IMPACT ANALYSES
for
Hidden River P.R.D.
Cason Trail
Murfreesboro, Tennessee

Prepared For:
W. B. Holdings
6 Public Square
Murfreesboro, TN 37130

Prepared By:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129

August, 2019



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CONCLUSIONS AND RECOMMENDATIONS	17
APPENDIX A	EXISTING TRAFFIC COUNTS
APPENDIX B	EXISTING INTERSECTION AERIALS
APPENDIX C	CAPACITY ANALYSES

INTRODUCTION

Huddleston-Steele Engineering, Inc., is pleased to provide this summary of our amended traffic impact analyses for the Hidden River Planned Residential Development (P.R.D.), a 622-unit residential townhome development proposed at the east end of Cason Trail and just east of Racquet Club Drive between New Salem Pike (SR 99) and Old Fort Parkway (SR 96) west of Interstate 24 on the west side of Murfreesboro in Rutherford County, Tennessee (see Figure 1). The purpose of these analyses was to determine off-site traffic impacts of the Hidden River P.R.D. at the existing four-leg intersections of Cason Trail with Stoney Meadow Drive and River Rock Boulevard, the existing three-leg intersection of River Rock Boulevard with Stoney Meadow Drive, and the existing four-leg intersection of River Rock Boulevard and Racquet Club Drive. All four of these intersections are located west of the site.

Most of the traffic generated by the Hidden River P.R.D. that will travel through these four intersections will eventually travel through two high volume intersections: the intersection of Old Fort Parkway with Cason Lane and the intersection of New Salem Highway and River Rock Boulevard. Both of these intersections experience high volumes of traffic, and particular turning movements fail during peak hours. Adding the Hidden River P.R.D. traffic to these two intersections will have little to no effect on these intersections since the amount of traffic existing at these intersections is so much greater than traffic generated by the Hidden River P.R.D.

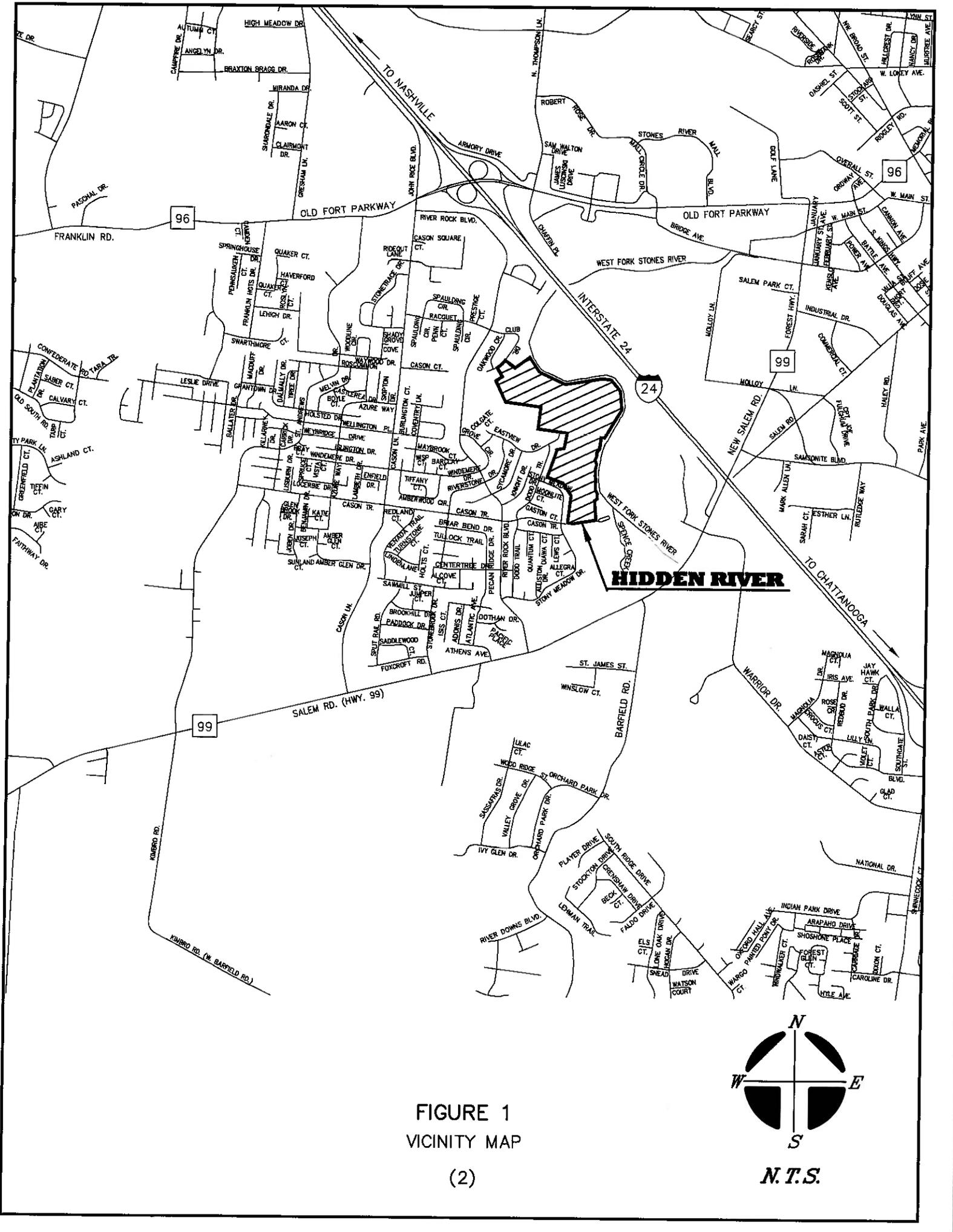
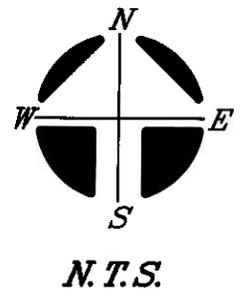


FIGURE 1
VICINITY MAP
(2)



EXISTING ROADWAY NETWORK

The Hidden River P.R.D. is proposed at the east end of Cason Trail and just east of Racquet Club Drive between New Salem Pike (SR 99) and Old Fort Parkway (SR 96) west of Interstate 24 on the west side of Murfreesboro, Tennessee. Access for the Hidden River P.R.D. is to be provided on the south side of the development to the Greenway Trailhead access that extends east of Stoney Meadow Drive as an eastward extension of Cason Trail. The proposed connection to the Greenway Trailhead access will create a three-leg "T" intersection. Access for the Hidden River P.R.D. is to be provided on the north side of the development to Racquet Club Drive. The proposed connection to Racquet Club Drive will create a three-leg "T" intersection. Access for the Hidden River P.R.D. is to be provided near the middle of the development by creating an extension of East View Drive that stubs into this subject property. (See Figure 2.)

Cason Trail is a two-lane curb-and-gutter collector that runs east-west, connecting the Greenway Trailhead to the east to and through St. Andrews Drive to the west. River Rock Boulevard is a two-lane curb-and-gutter collector that runs north-south, connecting Cason Lane to the north and New Salem Pike (SR 99) to the south. Stoney Meadow Drive is a two-lane curb-and-gutter local street generally running north-south, connecting Knight Drive to the north and River Rock Boulevard to the south. Racquet Club Drive is a two-lane curb-and-gutter local street generally running north-south and then east-west across River Rock Boulevard to Cason Trail.

The four-leg intersection of Cason Trail with Stoney Meadow Drive is STOP-controlled with no separate turn lanes; traffic on Cason Trail is stopped. The four-leg intersection of Cason Trail with River Rock Boulevard is STOP-controlled with a separate eastbound right-turn lane on Cason Trail; the Cason Trail traffic is stopped. The three-leg "T" - intersection of River Rock Boulevard with Stoney Meadow Drive is STOP-controlled with no separate turn lanes. Stoney Meadow Drive traffic is stopped at River Rock Boulevard. The four-leg intersection of River Rock Boulevard with Racquet Club Drive is STOP-controlled with no separate turn lanes; traffic on Racquet Club Drive is stopped (See Figure 3.)

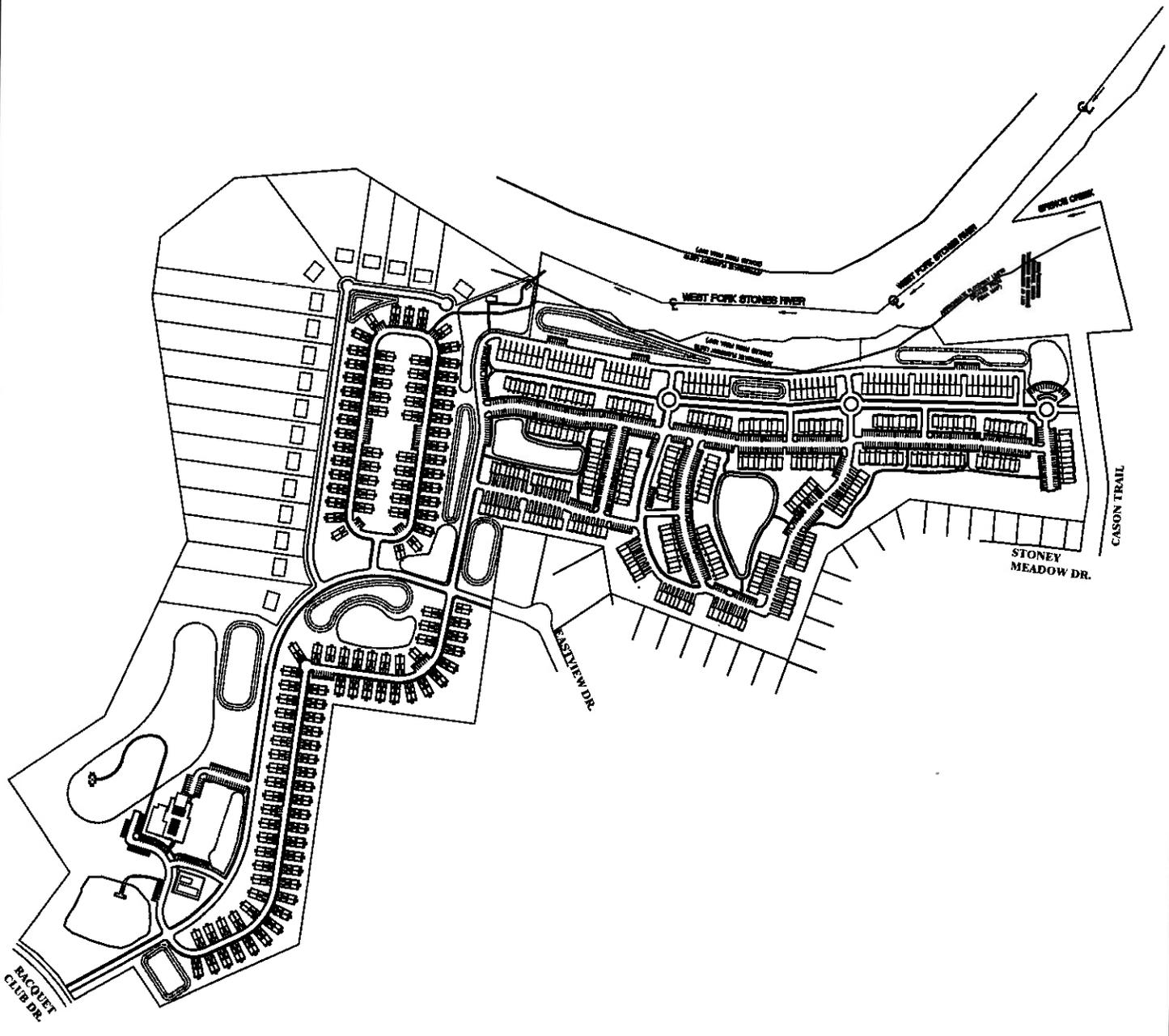


FIGURE 2
PROPOSED DEVELOPMENT
(4)



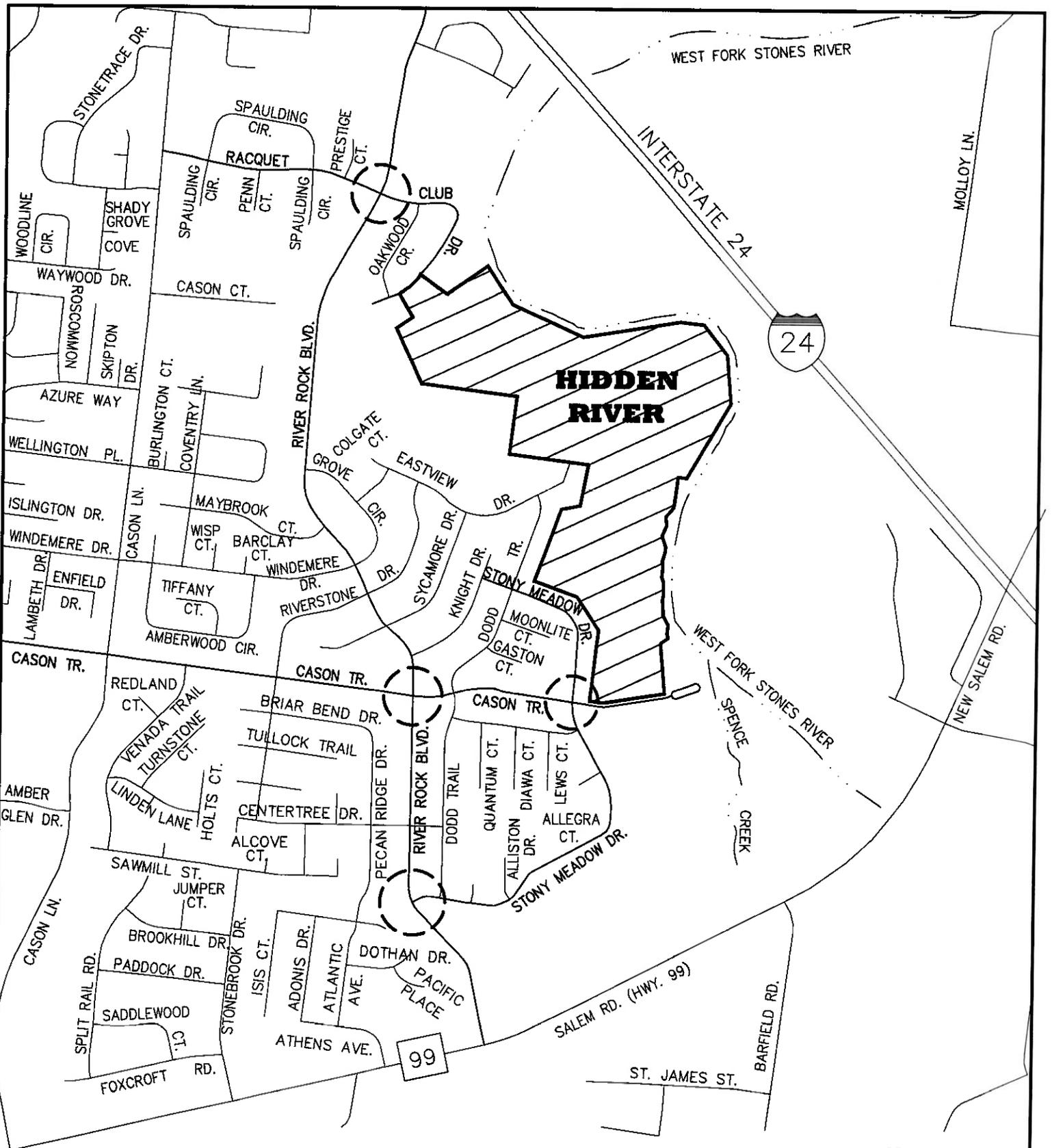
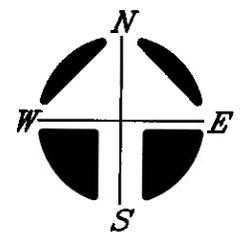


FIGURE 3
EXISTING ROADWAY NETWORK

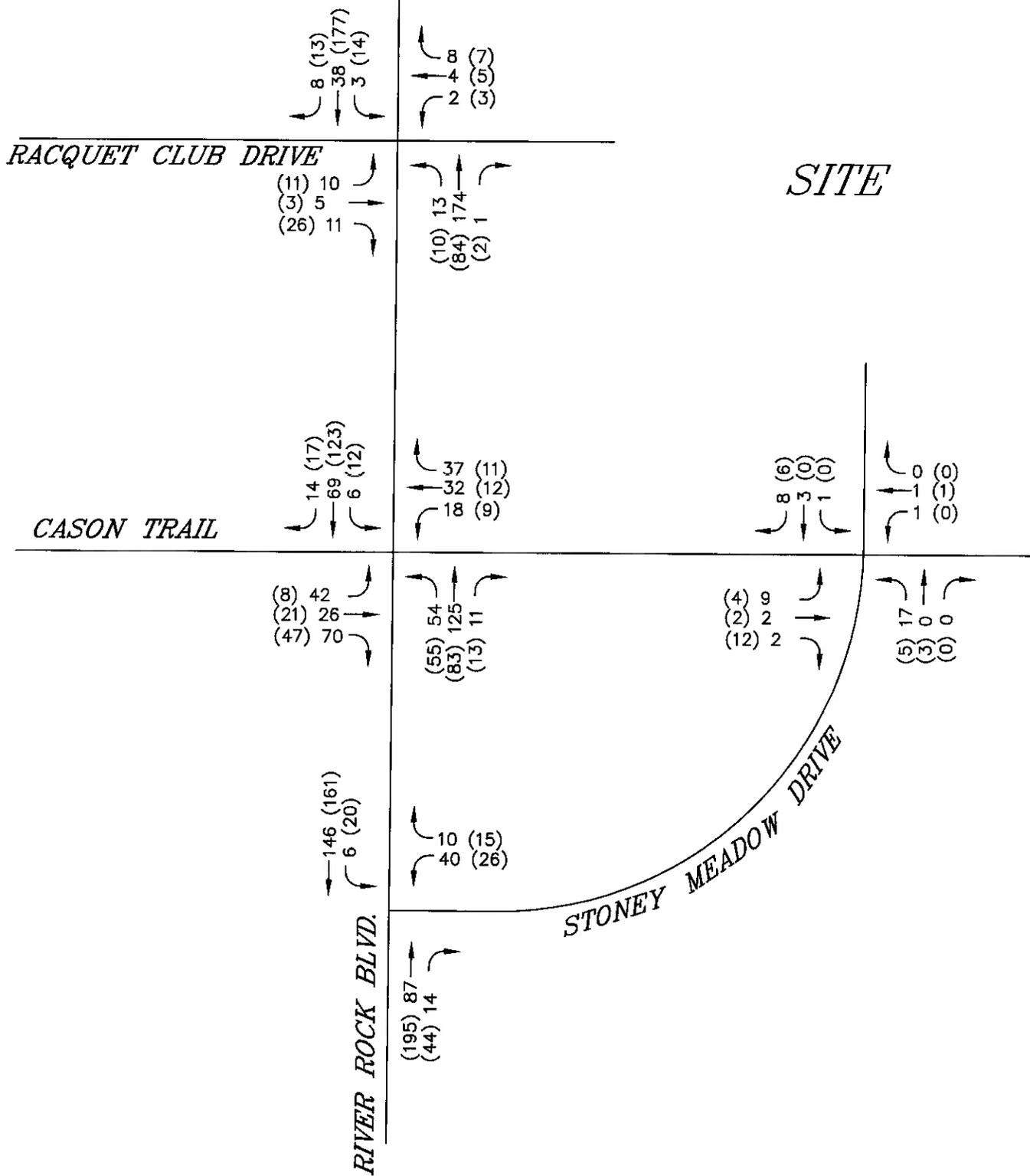
(5)



N.T.S.

EXISTING TRAFFIC COUNTS

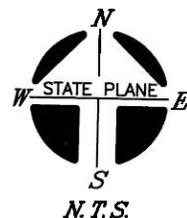
Existing hourly traffic counts were conducted for these analyses at the intersections of Cason Trail with Stoney Meadow Drive and with River Rock Boulevard on January 23, 2019 and at the intersection of River Rock Boulevard and Stoney Meadow Drive on January 29, 2019. Existing hourly traffic counts also were conducted at the intersection of River Rock Boulevard and Racquet Club Drive on April 1, 2019. Peak hour turning movement counts also were performed for these three intersections during the AM and PM peak hours (see Appendix A). These counts are shown in Figure 4.



Legend

- 11—EXISTING AM PEAK HOUR TRAFFIC
- (13)—EXISTING PM PEAK HOUR TRAFFIC

FIGURE 4
EXISTING PEAK HOUR TRAFFIC COUNTS
(7)



TRIP GENERATION

The trip generation potential for the proposed development was determined by utilizing trip generation equations in the Institute of Transportation Engineers' Trip Generation – 10th Edition (2017). Table 1 shows the project use and trip generation calculations developed for these analyses.

TABLE 1
Trip Generation Equations
Hidden River P.R.
Murfreesboro, Tennessee

Use	Magnitude (X)	Daily Trips (T)	AM Peak Hour Trips (T)	PM Peak Hour Trips (T)
Multi-Family Housing (Low-Rise)	366	$(T) = 7.56 (X - 40.86)$ $T = 2726$ 50% Enter/50% Exit 1363 Enter/1363 Exit	$\text{Ln}(T) = 0.95 \text{Ln}(X) - 0.51$ $T = 164$ 23% Enter/77% Exit 38 Enter/126 Exit	$\text{Ln}(T) = 0.89 \text{Ln}(X) - 0.02$ $T = 187$ 63% Enter/37% Exit 118 Enter/69 Exit
Single-Family Detached Housing (Including Duplexes)	256	$\text{Ln}(T) = 0.92 \text{Ln}(X) + 2.71$ $T = 2469$ 50% Enter/50% Exit 1234 Enter/1235 Exit	$(T) = 0.71 (X) + 4.80$ $T = 187$ 25% Enter/75% Exit 47 Enter/140 Exit	$\text{Ln}(T) = 0.96 \text{Ln}(X) + 0.20$ $T = 250$ 63% Enter/77% Exit 158 Enter/92 Exit

TRIP DISTRIBUTION

From a review of existing and potential development in the surrounding area, and in consideration of existing traffic volumes, geographic characteristics, and the roadway network, the external trip distribution was determined for the proposed development. The distribution for the southern 366 townhome units primarily on the former World Outreach Church property was summarized by general directions as follows:

West to River Rock Boulevard and then South to New Salem Pike (SR 99)	30%
West to Stoney Meadow Drive, then South to River Rock Boulevard, and then South to New Salem Pike (SR 99)	20%
West to River Rock Boulevard and then West to Cason Lane	10%
West to River Rock Boulevard and then North to Old Fort Parkway (SR 96)	15%
West via Racquet Club Drive and then North on River Rock Boulevard to Old Fort Parkway (SR 96)	10%
West via Racquet Club Drive to Cason Lane and then North to Old Fort Parkway (SR 96)	5%
West via Eastview Drive and then west to Cason Lane via Riverstone Drive and Cason Trail	5%
West via Eastview Drive and Riverstone Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	5%

The distribution for the northern 256 single-family and duplex units primarily on the former Johns property was summarized by general directions as follows:

West via Eastview Drive and Sycamore Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	30%
West via Racquet Club Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	20%
West via Eastview Drive and then West to Cason Lane via Riverstone Drive and Cason Trail	20%
West via Racquet Club Drive and then North to Old Fort Parkway (SR 96)	30%

TRIP ASSIGNMENT

The distributed trips for the proposed development were assigned to the roadway network assuming the land use as previously described.

Figure 5 shows AM peak hour traffic for the Hidden River P.R.D. and the total AM peak hour traffic when the project traffic is added to the existing traffic at the four subject intersections (Cason Trail with Stoney Meadow Drive and with River Rock Boulevard, River Rock Boulevard with Stoney Meadow Drive, and River Rock Boulevard with Racquet Club Drive).

Figure 6 shows PM peak hour traffic for the Hidden River P.R. D. and the total PM peak hour traffic when project traffic is added to the existing traffic at the four subject intersections.

Increases in background traffic to account for growth due to development in the area was not added into the total traffic volumes primarily for two reasons:

1. This area between Old Fort Parkway and New Salem Pike is almost fully built-out. The only area not build-out is directly south of the Hidden River properties. A small amount of traffic generated by the development of this area would travel north through Hidden River or through the four subject intersections. More Traffic from Hidden River would, however, look to travel south through this development straight to New Salem Pike rather than going through any of the four subject intersections. So development of this area south of Hidden River would lessen Hidden River's impact on the four subject intersections.
2. The four subject intersections are primarily interior to the roadway network, and any new development west of Interstate 24 would have no reason to travel through these intersections.

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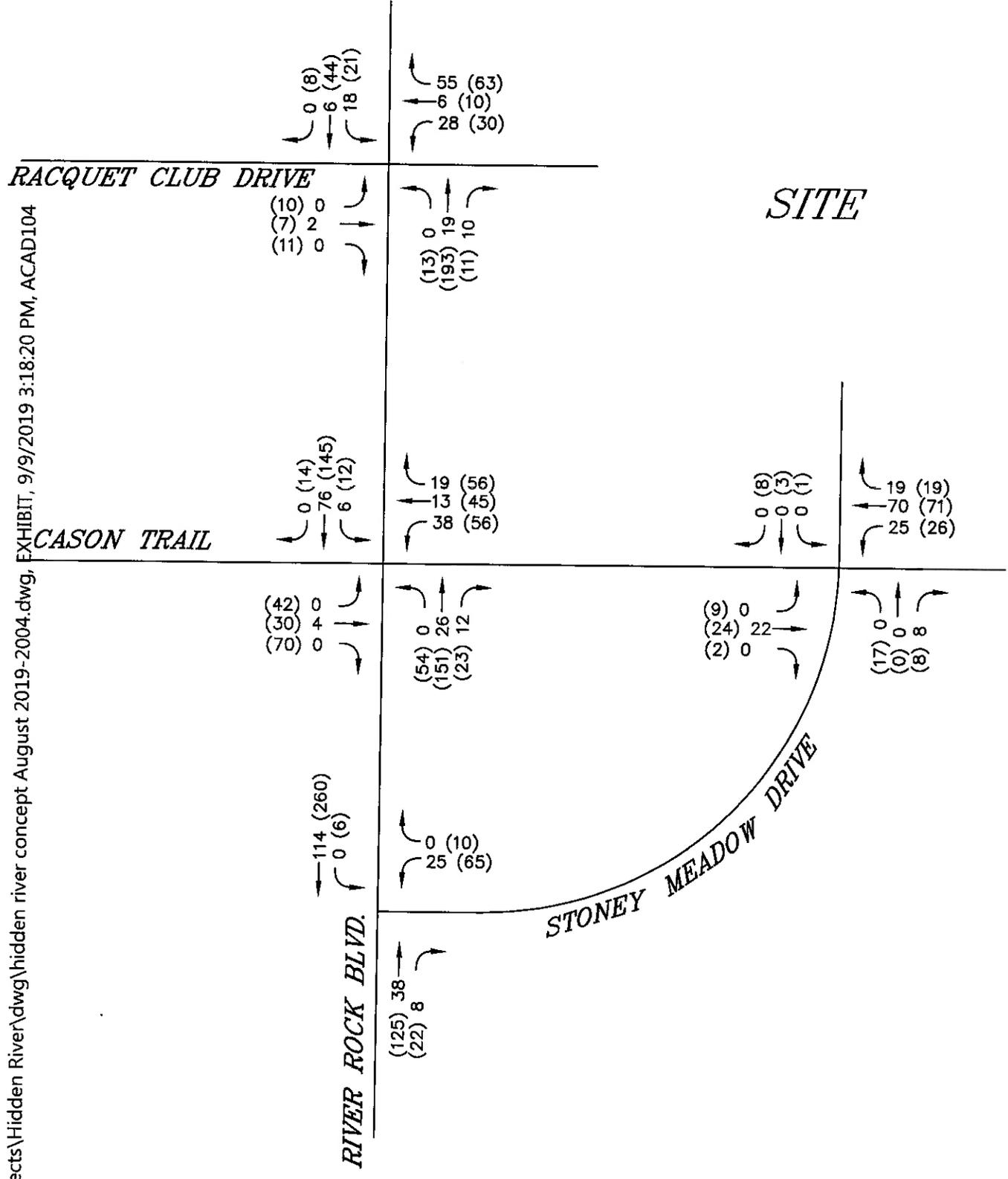
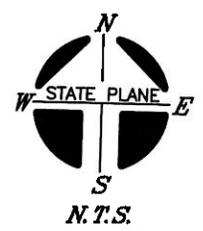
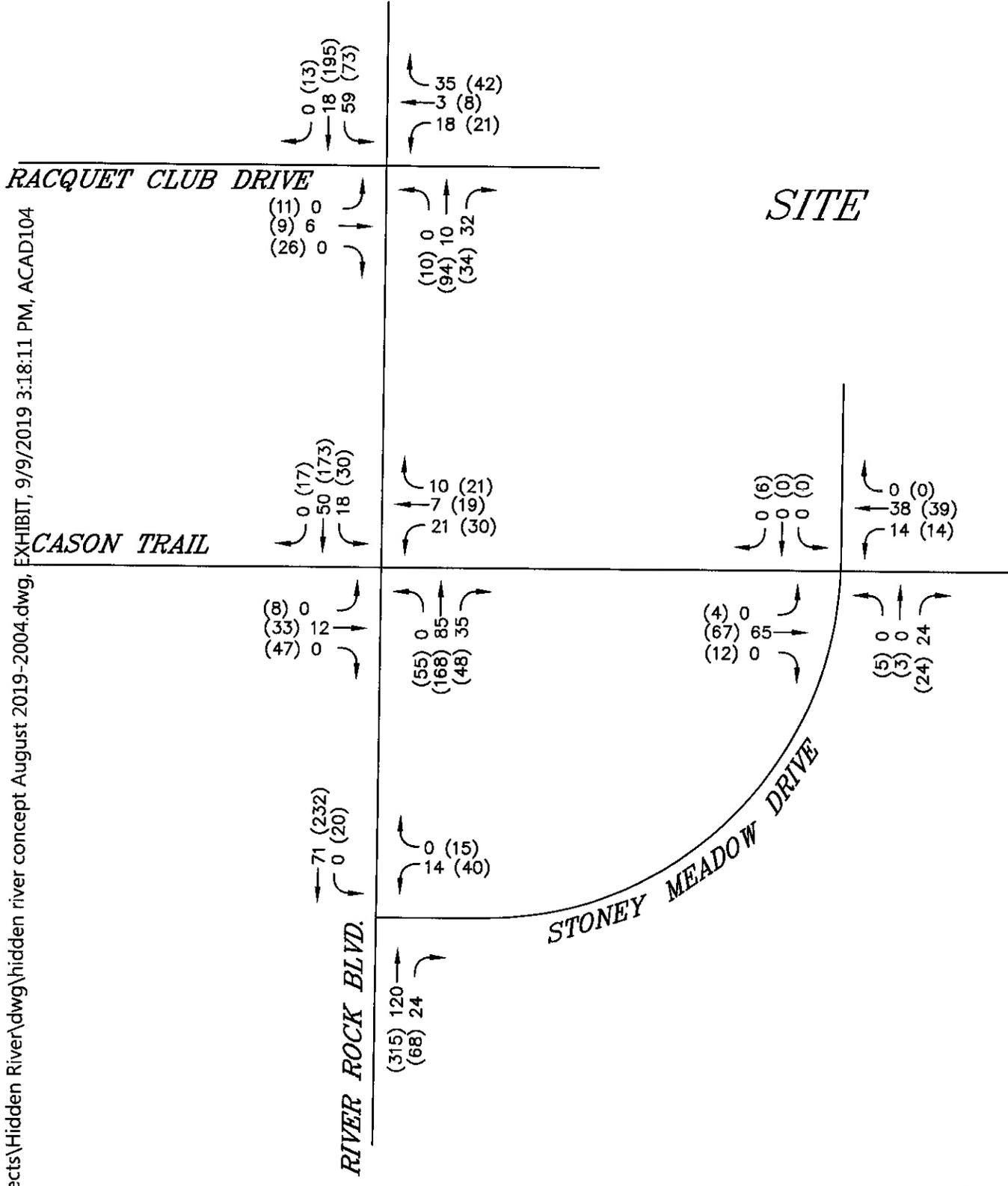


FIGURE 5
AM PEAK HOUR TRAFFIC VOLUMES
(12)





Legend

- 35—PROJECT PM PEAK HOUR TRAFFIC
- (48)—TOTAL PM PEAK HOUR TRAFFIC

FIGURE 6
PM PEAK HOUR TRAFFIC VOLUMES
(13)



CAPACITY ANALYSES

Capacity analyses were conducted for existing and total (project plus existing) traffic for the AM and PM peak hours of adjustment street traffic at the following four intersections:

Cason Trail with Stoney Meadows Drive
Stoney Meadows Drive with River Rock Boulevard
Cason Trail with River Rock Boulevard
Racquet Club Drive with River Rock Boulevard

These analyses were conducted according to standard Highway Capacity Manual 2010 methodologies. Capacity analyses worksheets for all the analyses are presented in Appendix C.

The results of the existing conditions capacity analyses are presented in Table 2. Since the intersections are stop-controlled, a level of service (LOS) is presented for each critical turning movements. The capacity analyses indicate that all the approaches of each of the study intersections will operate at LOS B or better during the AM and PM peak hours.

TABLE 2
Existing Peak Hours Levels of Service

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (SEC)	LOS	Average Delay (SEC)
Cason Trail and Stoney Meadow Drive*	Northbound Left-Turn	A	7.3	A	7.2
	Southbound Left-Turn	A	---	A	0.0
	Westbound approach	A	---	A	9.1
	Eastbound Approach	A	---	A	86
Stoney Meadow Drive and River Rock Boulevard	Southbound Left-Turn	A	7.4	A	7.8
	Westbound Approach	B	10.2	B	11.2
Cason Trail and River Rock Boulevard	Northbound Left-Turn	A	7.5	A	7.6
	Southbound Left-Turn	A	7.5	A	7.4
	Westbound Approach	B	11.6	B	11.4
	Eastbound Left-Turn	B	13.2	B	12.4
	Eastbound Right-Turn	A	9.0	A	9.2
Racquet Club Drive and River Rock Boulevard	Northbound Left-Turn	A	7.3	A	7.7
	Southbound Left-Turn	A	7.6	A	7.4
	Westbound Approach	A	9.9	B	10.3
	Eastbound Approach	A	9.9	B	10.3

*Note: LOS A was assumed for approaches of Cason Trail and Stoney Meadows Drive where existing volumes were too low to output delay results via Synchro analyses.

To determine the projected future operations of the study area intersections, capacity analyses were performed for the weekday AM and PM peak hours using forecasted total traffic (project plus existing traffic) volumes. The projected scenario analyzed the study intersections with forecasted total traffic volumes and existing lane geometry. The results of the projected conditions capacity analyses are presented in Table 3. Under the projected conditions the capacity analyses indicate that the study intersections are expected to continue to operate at LOS C or better.

TABLE 3

Projected Peak Hours Levels of Service

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (SEC)	LOS	Average Delay (SEC)
Cason Trail and Stoney Meadow Drive	Northbound Left-Turn	A	7.3	A	7.2
	Southbound Left-Turn	A	7.2	A	0.0
	Westbound approach	A	9.8	A	9.5
	Eastbound Approach	A	9.6	A	9.6
Stoney Meadow Drive and River Rock Boulevard	Southbound Left-Turn	A	7.5	A	8.2
	Westbound Approach	B	12.0	B	14.0
Cason Trail and River Rock Boulevard	Northbound Left-Turn	A	7.7	A	7.8
	Southbound Left-Turn	A	7.6	A	7.8
	Westbound Approach	C	15.5	C	15.3
	Eastbound Left-Turn	C	16.2	C	16.1
	Eastbound Right-Turn	A	9.5	A	9.5
Racquet Club Drive and River Rock Boulevard	Northbound Left-Turn	A	7.3	A	7.7
	Southbound Left-Turn	A	7.7	A	7.6
	Westbound Approach	B	11.1	B	11.7
	Eastbound Approach	B	10.8	B	11.9

CONCLUSIONS AND RECOMMENDATIONS

Traffic impact analyses were conducted for the Hidden River Planned Residential Development (P.R.D.) for existing traffic and for total traffic when project traffic was added to the existing traffic. More specifically, these analyses were conducted at four intersections:

Cason Trail with Stoney Meadow Drive,
Stoney Meadow Drive with River Rock Boulevard,
Cason Trail with River Rock Boulevard,
Racquet Club Drive with River Rock Boulevard.

Capacity analyses conducted for the subject intersections for existing traffic showed that acceptable levels of service (LOS) of A and B were provided for AM and PM peak hour turning movements. Capacity analyses conducted for total traffic (project plus existing traffic) continued to show acceptable levels of service (LOS) of A, B, and C for AM and PM peak hour turning movements.

The only levels of service (LOS) C occur at the intersection of Cason Trail and River Rock Boulevard for total traffic (project plus existing traffic) on its westbound approach and its eastbound left-turn. It should be noted that delay is only expected to increase by an average of 3 seconds per vehicle. Existing conditions were already near the threshold of 15 seconds to operate at LOS C.

Other considerations should be made to address roadway and traffic situations in the vicinity of the proposed Hidden River Development. For example, a 10-foot multi-use path should be considered on the south side of the Cason Trail access to the Greenway Trail-head. The wood poles with overhead electric and substandard lighting may need to be replaced with standard Murfreesboro Electric Department steel poles, lighting, and underground electric.

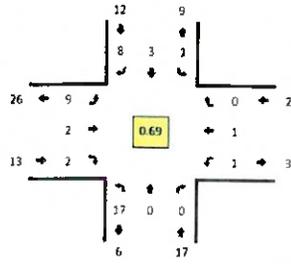
APPENDIX A
EXISTING TRAFFIC COUNTS

15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:00 AM	3	12	0	0	1	8	2	0	1	3	6	0	3	3	2	0	44	179
9:15 AM	3	11	3	0	1	8	3	0	3	1	6	0	3	2	6	0	50	188
9:30 AM	2	11	1	0	2	12	0	0	1	0	6	0	0	3	3	0	41	184
9:45 AM	5	15	0	0	2	12	0	0	1	0	7	0	1	2	4	0	49	184
10:00 AM	2	11	0	0	0	8	0	0	3	2	4	0	2	4	2	0	38	178
10:15 AM	1	7	1	0	2	10	0	0	1	0	5	0	1	1	3	0	32	160
10:30 AM	4	14	1	0	1	4	2	0	1	4	3	0	3	2	4	0	43	162
10:45 AM	4	12	1	0	3	12	0	0	2	4	2	0	1	2	2	0	45	158
11:00 AM	8	12	2	0	3	10	0	0	3	2	4	0	1	1	1	0	47	167
11:15 AM	11	18	4	0	0	12	2	0	3	3	4	0	0	3	1	0	61	196
11:30 AM	8	20	1	0	0	8	1	0	0	2	8	0	2	4	2	0	56	209
11:45 AM	7	33	0	0	1	2	1	0	1	3	7	0	2	3	6	0	66	230
12:00 PM	13	18	3	0	2	15	0	0	2	2	5	0	2	2	3	0	67	250
12:15 PM	7	12	3	1	2	7	0	0	2	6	6	0	2	4	2	0	54	243
12:30 PM	6	13	2	0	5	12	2	0	0	3	5	0	1	1	3	0	53	240
12:45 PM	3	15	5	0	3	17	1	0	1	4	5	0	4	5	4	0	67	241
1:00 PM	6	9	4	0	4	11	1	0	0	1	4	0	1	5	1	0	47	221
1:15 PM	5	16	1	0	1	11	2	0	1	5	7	0	2	2	1	0	54	221
1:30 PM	8	18	5	0	3	17	1	0	2	4	7	0	1	1	3	0	70	238
1:45 PM	6	8	8	0	2	14	0	0	1	4	7	0	2	4	2	0	58	229
2:00 PM	9	16	2	0	3	15	1	0	0	2	7	0	7	4	7	0	73	255
2:15 PM	4	14	0	0	4	14	4	0	1	1	5	0	0	3	5	0	55	256
2:30 PM	6	5	0	0	2	21	6	0	5	8	15	0	2	5	1	0	76	262
2:45 PM	15	14	1	0	1	12	0	0	2	5	12	0	2	3	0	0	67	271
3:00 PM	9	17	5	0	3	24	2	0	0	7	6	0	1	7	2	0	83	281
3:15 PM	14	19	5	0	5	13	2	0	0	2	5	0	0	2	1	0	68	294
3:30 PM	10	14	1	0	5	22	1	0	2	3	10	0	1	7	3	0	79	297
3:45 PM	12	16	3	0	10	16	2	0	3	5	8	0	2	3	2	0	82	312
4:00 PM	9	9	2	0	6	28	2	0	6	9	14	0	1	3	3	0	92	321
4:15 PM	18	10	0	0	4	18	4	0	3	6	5	0	2	1	0	0	71	324
4:30 PM	24	23	2	0	5	11	2	0	1	13	12	0	4	4	0	0	101	346
4:45 PM	16	22	4	0	5	25	2	0	5	4	13	0	1	4	4	0	105	369
5:00 PM	16	26	3	0	4	36	7	0	2	8	11	0	2	6	5	0	126	403
5:15 PM	16	30	3	0	4	31	5	0	4	5	13	0	0	3	0	0	114	446
5:30 PM	15	14	4	0	2	29	2	0	1	6	14	0	0	3	2	0	92	437
5:45 PM	8	13	3	0	2	27	3	0	1	2	9	0	7	0	4	0	79	411
6:00 PM	11	15	3	1	3	26	1	0	2	5	14	0	1	1	3	0	86	371
6:15 PM	12	18	2	0	4	17	2	0	1	4	13	0	0	1	1	0	75	332
6:30 PM	7	10	1	0	0	20	3	0	1	3	22	0	4	5	2	0	78	318
6:45 PM	6	10	4	0	6	18	1	0	2	8	9	0	2	3	0	0	69	308
7:00 PM	6	10	2	0	5	11	1	0	1	3	7	0	0	0	0	0	46	268
7:15 PM	8	9	4	0	4	16	0	0	0	2	5	0	0	1	3	0	52	245
7:30 PM	3	8	7	0	2	8	0	0	2	5	4	0	0	0	2	0	41	208
7:45 PM	4	11	2	0	5	6	0	0	1	1	4	0	1	4	2	0	41	180
8:00 PM	9	13	2	0	5	9	2	0	1	4	10	0	2	0	1	0	58	192
8:15 PM	8	12	3	0	2	5	1	0	0	2	9	0	1	4	0	0	47	187
8:30 PM	12	17	1	0	1	8	0	0	1	4	5	0	3	0	0	0	52	198
8:45 PM	11	16	0	0	3	10	0	0	2	1	1	0	0	2	2	0	48	205
9:00 PM	13	12	3	0	3	5	0	0	1	4	3	0	1	1	3	0	49	196
9:15 PM	5	9	4	0	2	11	0	0	1	0	3	0	0	0	0	0	35	184
9:30 PM	2	6	1	0	4	5	1	0	0	1	3	0	0	0	0	0	23	155
9:45 PM	4	2	0	0	1	3	0	0	0	3	2	0	0	1	0	0	16	123
10:00 PM	2	3	0	0	2	0	0	0	1	2	3	0	3	0	3	0	19	93
10:15 PM	2	3	0	0	1	4	0	0	0	0	2	0	1	0	1	0	14	72
10:30 PM	2	4	0	0	2	5	1	0	0	1	2	0	0	0	0	0	17	66
10:45 PM	3	2	1	0	1	2	2	0	0	2	1	0	0	1	0	0	15	65
11:00 PM	2	2	0	0	3	5	0	0	0	0	1	0	0	1	0	0	14	60
11:15 PM	1	4	1	0	1	1	0	0	0	0	1	0	0	0	0	0	9	55
11:30 PM	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	4	42
11:45 PM	2	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	32
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	72	116	8	0	0	120	28	0	72	36	96	0	4	32	44	0	628	
Heavy Trucks	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

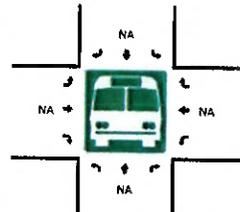
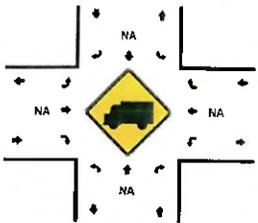
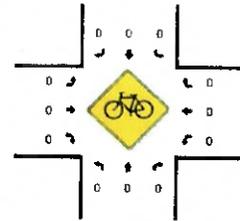
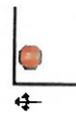
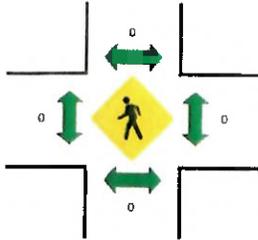
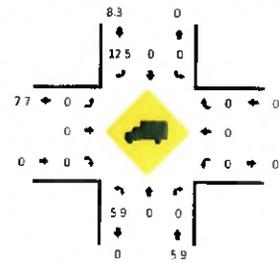
Comments:

LOCATION: Stoney Meadow Dr -- Cason Trl
 CITY/STATE: Murfreesboro, TN

QC JOB #: 14887801
 DATE: Wed, Jan 23 2019



Peak-Hour: 6:30 AM – 7:30 AM
 Peak 15-Min: 7:00 AM – 7:15 AM



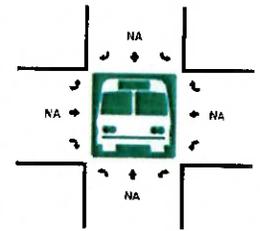
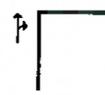
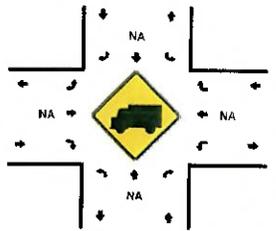
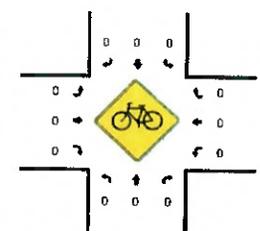
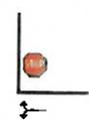
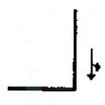
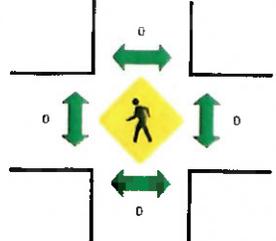
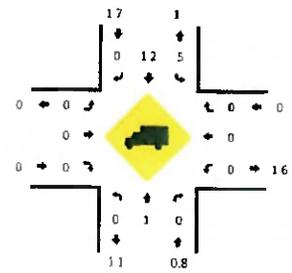
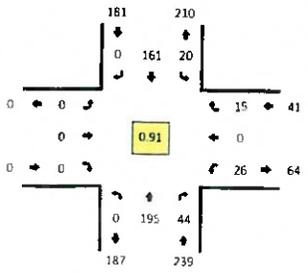
15-Min Count Period Beginning At	Stoney Meadow Dr (Northbound)				Stoney Meadow Dr (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	2
1:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
1:15 AM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	4
1:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	5
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
2:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	2
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:00 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:45 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	3
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3
5:45 AM	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	3
6:00 AM	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	7
6:15 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
6:30 AM	4	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	7	14
6:45 AM	4	0	0	0	0	2	2	0	3	0	1	0	0	0	0	0	12	24
7:00 AM	5	0	0	0	0	1	4	0	4	1	1	0	0	0	0	0	16	36
7:15 AM	4	0	0	0	0	0	1	0	2	1	0	0	0	1	0	0	9	44
7:30 AM	2	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	6	43
7:45 AM	2	0	0	0	0	1	1	0	0	0	3	0	0	1	0	0	8	39
8:00 AM	3	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	6	29
8:15 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	22
8:30 AM	2	0	0	0	0	0	1	0	0	0	3	0	0	1	0	0	7	23
8:45 AM	1	0	0	0	0	0	0	0	0	2	2	0	0	1	0	0	6	21

15-Min Count Period Beginning At	Stoney Meadow Dr (Northbound)				Stoney Meadow Dr (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
9:15 AM	1	1	0	0	0	1	0	0	2	1	1	0	0	2	0	0	0	9	22
9:30 AM	0	0	0	0	0	1	0	0	0	1	1	0	0	1	1	0	0	5	20
9:45 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	15
10:00 AM	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	19
10:15 AM	0	1	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	4	14
10:30 AM	2	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	5	14
10:45 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	15
11:00 AM	0	0	0	0	0	0	1	0	3	1	1	0	0	0	0	0	0	6	17
11:15 AM	1	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	4	17
11:30 AM	0	0	0	0	0	1	2	0	2	1	1	0	0	2	0	0	0	9	21
11:45 AM	2	1	0	0	0	0	4	0	1	2	0	0	1	1	0	0	0	12	31
12:00 PM	1	0	2	0	0	0	0	0	0	1	2	0	2	0	1	0	0	9	34
12:15 PM	0	1	1	0	0	0	1	0	1	2	0	0	0	1	1	0	0	8	38
12:30 PM	0	1	0	0	0	0	0	0	1	2	2	0	0	2	1	0	0	9	38
12:45 PM	3	0	0	0	0	0	2	0	2	3	0	0	0	2	0	0	0	12	38
1:00 PM	1	0	0	0	0	0	1	0	2	0	1	0	0	1	0	0	0	6	35
1:15 PM	0	0	0	0	0	0	0	0	1	0	2	0	0	1	0	0	0	4	31
1:30 PM	0	0	0	0	0	1	1	0	1	1	0	1	0	0	0	0	0	5	27
1:45 PM	3	1	0	0	0	2	0	0	2	5	0	0	0	2	0	0	0	15	30
2:00 PM	1	0	0	0	0	0	0	0	0	0	1	0	0	4	0	0	0	6	30
2:15 PM	1	0	0	0	0	2	1	0	0	0	2	0	0	0	0	0	0	6	32
2:30 PM	2	0	0	0	0	0	2	0	0	0	3	0	0	0	0	0	0	7	34
2:45 PM	0	2	1	0	0	1	2	0	3	0	2	0	0	0	1	0	0	12	31
3:00 PM	1	0	0	0	0	0	0	0	3	0	2	0	0	0	0	0	0	6	31
3:15 PM	1	1	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	6	31
3:30 PM	4	0	1	0	0	0	1	0	0	0	2	0	0	0	0	0	0	8	32
3:45 PM	1	1	0	0	0	0	1	0	0	1	3	0	1	0	1	0	0	9	29
4:00 PM	1	0	0	0	0	1	0	0	2	0	3	0	0	0	0	0	0	7	30
4:15 PM	0	1	0	0	0	0	2	0	1	0	2	0	0	0	0	0	0	6	30
4:30 PM	2	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	6	28
4:45 PM	3	1	0	0	0	0	3	0	1	1	4	0	0	0	0	0	0	13	32
5:00 PM	0	0	0	0	0	0	2	0	0	0	3	1	0	1	0	0	0	7	32
5:15 PM	1	0	0	0	0	0	1	0	3	0	2	0	0	0	0	0	0	7	33
5:30 PM	1	2	0	0	0	0	0	0	0	1	3	0	0	0	0	0	0	7	34
5:45 PM	1	0	0	0	0	0	1	0	2	0	0	0	0	1	0	0	0	5	26
6:00 PM	2	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	6	25
6:15 PM	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3	21
6:30 PM	2	0	0	0	0	0	1	0	0	0	2	0	0	0	0	0	0	5	19
6:45 PM	1	1	0	0	0	0	1	0	3	0	1	0	0	0	0	0	0	7	21
7:00 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	16
7:15 PM	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	2	15
7:30 PM	1	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0	4	14
7:45 PM	2	0	0	0	0	0	1	0	0	0	4	1	0	0	0	0	0	8	15
8:00 PM	0	0	0	0	0	0	0	0	4	0	2	0	0	0	0	0	0	6	20
8:15 PM	0	0	0	0	0	0	2	0	0	0	1	0	0	0	0	0	0	3	21
8:30 PM	0	0	0	0	0	0	1	0	2	0	1	0	0	0	0	0	0	4	21
8:45 PM	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	16
9:00 PM	1	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	4	14
9:15 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2	13
9:30 PM	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3	12
9:45 PM	0	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0	3	12
10:00 PM	0	0	0	0	0	0	2	0	3	0	3	0	0	0	0	0	0	8	16
10:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	15
10:30 PM	0	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	3	15
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
11:00 PM	1	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	4	8
11:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	8
11:30 PM	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	7
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total		
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
All Vehicles	20	0	0	0	0	4	16	0	16	4	4	0	0	0	0	0	0	64	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																			
Stopped Buses																			
<i>Comments:</i>																			

LOCATION: River Rock @ Stoney Meadow -- River Rock @ Stoney Meadow
 CITY/STATE: Rutherford, TN

QC JOB #: 14892001
 DATE: Tue, Jan 29 2019

Peak-Hour: 4:30 PM – 5:30 PM
 Peak 15-Min: 5:00 PM -- 5:15 PM



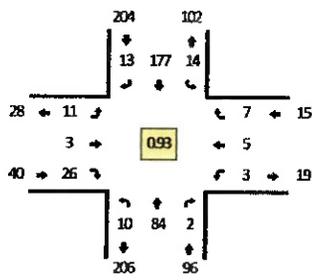
15-Min Count Period Beginning At	River Rock @ Stoney Meadow (Northbound)				River Rock @ Stoney Meadow (Southbound)				River Rock @ Stoney Meadow (Eastbound)				River Rock @ Stoney Meadow (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	4	2	0	0	2	0	0	0	0	0	0	0	0	0	0	8	
12:15 AM	0	1	0	0	2	2	0	0	0	0	0	0	0	0	0	0	5	
12:30 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
12:45 AM	0	0	1	0	0	3	0	0	0	0	0	0	0	1	0	0	5	19
1:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	1	0	0	4	15
1:15 AM	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	3	13
1:30 AM	0	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	4	16
1:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	12
2:00 AM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	1	5	13
2:15 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	3	13
2:30 AM	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3	12
2:45 AM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	17
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
3:15 AM	0	3	1	0	0	1	0	0	0	0	0	0	0	0	0	0	5	14
3:30 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	3	14
3:45 AM	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	5	13
4:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	14
4:15 AM	0	2	0	0	0	2	0	0	0	0	0	0	0	2	0	0	6	15
4:30 AM	0	5	0	0	0	2	0	0	0	0	0	0	0	1	0	0	8	20
4:45 AM	0	4	1	0	0	2	0	0	0	0	0	0	0	1	0	0	8	23
5:00 AM	0	5	2	0	0	5	0	0	0	0	0	0	0	2	0	0	14	36
5:15 AM	0	1	0	0	0	8	0	0	0	0	0	0	0	3	0	1	13	43
5:30 AM	0	3	1	0	0	15	0	0	0	0	0	0	0	3	0	0	22	57
5:45 AM	0	2	0	0	0	18	0	0	0	0	0	0	0	7	0	1	28	77
6:00 AM	0	7	0	0	1	17	0	0	0	0	0	0	0	6	0	0	31	94
6:15 AM	0	3	5	0	0	23	0	0	0	0	0	0	0	4	0	4	39	120
6:30 AM	0	13	0	0	0	29	0	0	0	0	0	0	0	9	0	1	52	150
6:45 AM	0	18	0	0	0	33	0	0	0	0	0	0	0	13	0	3	67	189
7:00 AM	0	26	9	0	0	35	0	0	0	0	0	0	0	12	0	13	95	253
7:15 AM	0	23	5	0	3	56	0	0	0	0	0	0	0	11	0	3	101	315
7:30 AM	0	23	1	0	1	37	0	0	0	0	0	0	0	13	0	3	78	341
7:45 AM	0	29	5	0	1	32	0	0	0	0	0	0	0	5	0	3	75	349
8:00 AM	0	12	3	0	1	21	0	0	0	0	0	0	0	11	0	1	49	303
8:15 AM	0	9	5	0	2	33	0	0	0	0	0	0	0	11	0	2	62	264
8:30 AM	0	17	4	0	1	30	0	0	0	0	0	0	0	5	0	1	58	244
8:45 AM	0	9	2	0	1	30	0	0	0	0	0	0	0	8	0	4	54	223

15-Min Count Period Beginning At	River Rock @ Stoney Meadow (Northbound)				River Rock @ Stoney Meadow (Southbound)				River Rock @ Stoney Meadow (Eastbound)				River Rock @ Stoney Meadow (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:00 AM	0	15	6	0	1	32	0	0	0	0	0	0	8	0	0	0	62	236
9:15 AM	0	22	5	0	3	25	0	0	0	0	0	0	15	0	4	0	74	248
9:30 AM	0	15	4	0	3	24	0	0	0	0	0	0	7	0	3	0	56	246
9:45 AM	0	20	5	0	3	25	0	0	0	0	0	0	3	0	4	0	60	252
10:00 AM	0	9	4	0	0	12	0	0	0	0	0	0	5	0	4	0	34	224
10:15 AM	0	16	3	0	1	11	0	0	0	0	0	0	5	0	0	0	36	186
10:30 AM	0	14	2	0	2	18	0	0	0	0	0	0	6	0	1	0	43	173
10:45 AM	0	15	2	0	1	22	0	0	0	0	0	0	4	0	2	0	46	159
11:00 AM	0	16	2	0	2	11	0	0	0	0	0	0	4	0	3	0	38	163
11:15 AM	0	20	2	0	0	13	0	0	0	0	0	0	3	0	0	0	38	165
11:30 AM	0	22	1	0	1	19	0	0	0	0	0	0	1	0	0	0	44	166
11:45 AM	0	21	4	0	1	24	0	0	0	0	0	0	3	0	1	0	54	174
12:00 PM	0	27	3	0	1	18	0	0	0	0	0	0	7	0	1	0	57	193
12:15 PM	0	23	5	0	1	20	0	0	0	0	0	0	3	0	0	0	52	207
12:30 PM	0	13	4	0	1	20	0	0	0	0	0	0	1	0	2	0	41	204
12:45 PM	0	16	5	0	0	22	0	0	0	0	0	0	7	0	0	0	50	200
1:00 PM	0	25	7	0	4	18	0	0	0	0	0	0	6	0	2	0	62	205
1:15 PM	0	23	5	0	1	18	0	0	0	0	0	0	3	0	4	0	54	207
1:30 PM	0	21	5	0	2	26	0	0	0	0	0	0	14	0	2	1	71	237
1:45 PM	0	23	4	0	2	27	0	0	0	0	0	0	5	0	1	0	62	249
2:00 PM	0	19	2	1	2	30	0	0	0	0	0	0	4	0	2	0	60	247
2:15 PM	0	22	4	0	0	19	0	0	0	0	0	0	4	0	2	0	51	244
2:30 PM	0	20	4	0	3	50	0	0	0	0	0	0	4	0	2	0	83	256
2:45 PM	0	21	8	0	2	18	0	0	0	0	0	0	4	0	2	0	55	249
3:00 PM	0	29	7	0	1	30	0	0	0	0	0	0	8	0	1	0	76	265
3:15 PM	0	42	8	0	4	26	0	0	0	0	0	0	4	0	2	0	86	300
3:30 PM	0	31	9	0	5	24	0	0	0	0	0	0	5	0	2	1	77	294
3:45 PM	0	34	14	0	4	19	0	0	0	0	0	0	5	0	5	0	81	320
4:00 PM	0	39	13	0	3	38	0	0	0	0	0	0	5	0	3	0	101	345
4:15 PM	0	30	10	0	4	33	0	0	0	0	0	0	7	0	4	0	88	347
4:30 PM	0	45	9	0	6	35	0	0	0	0	0	0	6	0	4	0	105	375
4:45 PM	0	54	14	0	3	37	0	0	0	0	0	0	8	0	5	0	121	415
5:00 PM	0	48	12	0	4	51	0	0	0	0	0	0	5	0	6	0	126	440
5:15 PM	0	48	9	0	7	38	0	0	0	0	0	0	7	0	0	0	109	461
5:30 PM	0	33	10	0	3	41	0	0	0	0	0	0	7	0	2	0	96	452
5:45 PM	0	37	8	0	3	32	0	0	0	0	0	0	7	0	3	0	90	421
6:00 PM	0	40	10	0	5	25	0	0	0	0	0	0	8	0	1	1	90	385
6:15 PM	0	31	15	0	3	36	0	0	0	0	0	0	5	0	2	0	92	368
6:30 PM	0	21	11	0	4	22	0	0	0	0	0	0	5	0	6	0	69	341
6:45 PM	0	24	4	0	5	19	0	0	0	0	0	0	5	0	2	0	59	310
7:00 PM	0	15	10	0	2	27	0	0	0	0	0	0	3	0	0	0	57	277
7:15 PM	0	13	6	0	5	17	0	0	0	0	0	0	2	0	0	0	43	228
7:30 PM	0	14	9	0	2	9	0	0	0	0	0	0	3	0	0	0	37	196
7:45 PM	0	29	4	0	1	7	0	0	0	0	0	0	2	0	4	0	47	184
8:00 PM	0	14	5	0	1	14	0	0	0	0	0	0	2	0	0	0	36	163
8:15 PM	0	18	3	0	1	7	0	0	0	0	0	0	3	0	2	0	34	154
8:30 PM	0	20	6	0	3	10	0	0	0	0	0	0	2	0	1	0	42	159
8:45 PM	0	13	7	0	0	12	0	0	0	0	0	0	3	0	1	0	36	148
9:00 PM	0	11	6	0	3	7	0	0	0	0	0	0	2	0	2	0	31	143
9:15 PM	0	9	4	0	2	12	0	0	0	0	0	0	5	0	1	0	33	142
9:30 PM	0	9	2	0	2	3	0	0	0	0	0	0	0	0	1	0	17	117
9:45 PM	0	6	4	0	0	6	0	0	0	0	0	0	7	0	0	0	23	104
10:00 PM	0	8	3	0	0	6	0	0	0	0	0	0	8	0	0	0	25	98
10:15 PM	0	7	2	0	1	8	0	0	0	0	0	0	3	0	0	0	21	86
10:30 PM	0	2	4	0	1	4	0	0	0	0	0	0	0	0	1	0	12	81
10:45 PM	0	7	0	0	0	1	0	0	0	0	0	0	1	0	0	0	9	67
11:00 PM	0	8	8	0	0	5	0	0	0	0	0	0	1	0	1	0	23	65
11:15 PM	0	3	1	0	3	3	0	0	0	0	0	0	0	0	0	0	10	54
11:30 PM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	47
11:45 PM	0	3	1	0	1	2	0	0	0	0	0	0	1	0	1	0	9	47
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
	0	192	48	0	16	204	0	0	0	0	0	0	20	0	24	0		504
	0	4	0		0	4	0		0	0	0		0	0	0			8
	0	0	0		0	0	0		0	0	0		0	0	0			0
Stopped Buses	0	0	0		0	0	0		0	0	0		0	0	0		0	

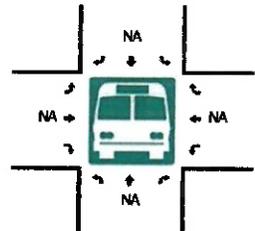
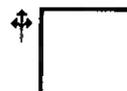
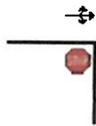
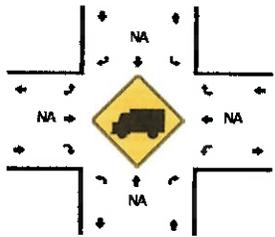
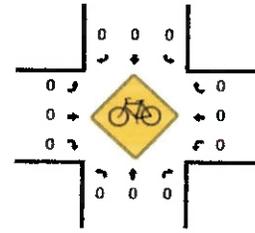
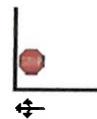
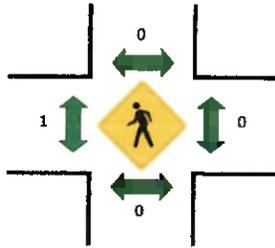
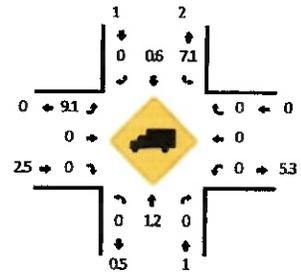
Comments:

LOCATION: River Rock Blvd -- Racquet Club Dr
 CITY/STATE: Murfreesboro, TN

QC JOB #: 14933401
 DATE: Mon, Apr 1 2019



Peak-Hour: 4:30 PM – 5:30 PM
 Peak 15-Min: 4:30 PM – 4:45 PM



15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Racquet Club Dr (Eastbound)				Racquet Club Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	1	0	0	1	1	0	0	0	0	0	0	1	0	1	0	5	
12:15 AM	1	2	0	0	0	3	0	0	0	0	0	1	0	0	0	0	7	
12:30 AM	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	
12:45 AM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	17
1:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	13
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	7
1:30 AM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	9
1:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
2:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
2:15 AM	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	10
2:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6
2:45 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6
3:00 AM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	8
3:15 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	7
3:30 AM	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	10
3:45 AM	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	3	12
4:00 AM	1	0	0	0	0	3	0	0	0	0	1	0	0	0	0	0	5	14
4:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	13
4:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	10
4:45 AM	0	5	0	0	0	1	0	0	0	0	0	0	0	0	0	0	6	13
5:00 AM	1	10	0	0	0	0	0	0	1	0	1	0	0	0	0	0	13	21
5:15 AM	2	8	0	0	0	1	0	0	0	0	0	0	0	0	0	0	12	32
5:30 AM	1	23	0	0	0	3	0	0	0	0	0	0	0	0	0	0	27	58
5:45 AM	1	11	0	0	0	2	0	0	2	0	1	0	0	0	0	0	17	69
6:00 AM	2	22	0	0	0	2	0	0	1	0	3	0	0	0	0	0	30	86
6:15 AM	3	18	0	0	0	6	0	0	0	0	1	0	0	0	3	0	31	105
6:30 AM	3	27	1	0	0	2	0	0	2	0	2	0	0	1	1	0	39	117
6:45 AM	2	39	0	0	0	9	0	0	2	0	1	0	0	0	3	0	56	156
7:00 AM	5	34	0	0	0	5	1	0	1	0	1	0	0	1	0	0	48	174
7:15 AM	3	60	0	0	0	4	0	0	4	0	0	0	0	0	3	0	74	217
7:30 AM	6	67	0	0	0	9	0	0	0	0	1	0	0	1	2	0	86	264
7:45 AM	3	82	0	0	1	8	0	0	5	1	3	0	0	1	0	0	104	312
8:00 AM	5	42	0	0	1	11	3	0	2	1	3	0	1	0	7	0	76	340
8:15 AM	3	21	0	0	0	9	3	0	1	2	1	0	1	2	0	0	43	309
8:30 AM	2	29	1	0	1	10	2	0	2	1	4	0	0	1	1	0	54	277
8:45 AM	1	30	0	0	0	9	0	0	2	1	1	0	0	2	1	0	47	220
9:00 AM	1	20	1	0	1	7	4	0	2	1	1	0	2	4	1	0	45	189
9:15 AM	2	19	0	0	0	4	0	0	1	1	0	0	0	1	0	0	28	174
9:30 AM	3	24	0	0	0	9	0	0	1	0	4	0	0	0	2	0	43	163

15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Racquet Club Dr (Eastbound)				Racquet Club Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:45 AM	3	16	0	0	0	9	0	0	0	2	2	0	1	0	0	0	33	149
10:00 AM	7	12	0	0	1	15	1	0	1	0	1	0	0	1	0	0	39	143
10:15 AM	3	15	0	0	0	8	1	0	1	0	2	0	1	0	1	0	32	147
10:30 AM	1	15	0	0	1	7	0	0	0	1	3	0	0	0	3	0	31	135
10:45 AM	2	21	1	0	0	9	0	0	2	0	3	0	0	1	2	0	41	143
11:00 AM	2	13	0	0	0	12	1	0	0	0	2	0	0	0	1	0	31	135
11:15 AM	2	20	1	0	1	13	1	0	1	0	0	0	0	2	1	0	42	145
11:30 AM	1	22	2	0	3	18	1	0	0	2	5	0	1	2	2	0	59	173
11:45 AM	2	18	1	0	2	7	0	0	1	1	2	0	0	2	0	0	36	168
12:00 PM	2	23	1	0	2	16	1	0	1	2	6	0	0	3	1	0	58	195
12:15 PM	5	20	0	0	0	13	1	0	0	0	3	0	1	1	1	0	45	198
12:30 PM	3	20	0	0	3	12	0	0	2	1	4	0	0	0	1	0	46	185
12:45 PM	3	15	0	0	1	17	2	0	1	0	4	0	0	1	3	0	47	196
1:00 PM	4	16	0	0	0	15	1	0	3	0	3	0	0	0	3	0	45	183
1:15 PM	2	16	0	0	1	16	0	0	2	1	2	0	2	0	0	0	42	180
1:30 PM	4	17	0	0	1	18	1	0	0	0	4	0	1	0	2	0	48	182
1:45 PM	7	20	1	0	2	20	3	0	1	1	2	0	1	0	2	0	60	195
2:00 PM	2	13	0	0	0	13	1	0	0	0	6	0	0	0	0	0	35	185
2:15 PM	2	16	1	0	1	22	1	0	2	2	4	0	0	1	3	0	55	198
2:30 PM	1	20	2	0	2	38	6	0	2	1	3	0	1	1	2	0	79	229
2:45 PM	2	16	0	0	1	19	2	0	1	1	8	0	0	0	5	0	55	224
3:00 PM	3	26	1	0	1	23	1	0	3	0	4	0	0	0	1	0	63	252
3:15 PM	7	12	1	0	1	16	0	0	3	2	4	0	0	0	3	0	49	246
3:30 PM	3	19	2	0	3	20	0	0	0	1	6	0	2	2	0	0	58	225
3:45 PM	6	22	1	0	1	31	2	0	4	1	5	0	0	3	2	0	78	248
4:00 PM	4	17	2	0	1	33	5	0	0	4	8	0	0	0	3	0	77	262
4:15 PM	8	13	0	0	1	30	3	0	3	3	3	0	0	0	3	0	67	280
4:30 PM	4	17	2	0	4	42	5	0	3	0	12	0	2	4	0	0	95	317
4:45 PM	3	27	0	0	4	33	1	0	3	0	5	0	0	0	1	0	77	316
5:00 PM	2	14	0	0	4	55	2	0	2	3	2	0	0	1	4	0	89	328
5:15 PM	1	26	0	0	2	47	5	0	3	0	7	0	1	0	2	0	94	355
5:30 PM	3	16	1	0	3	29	2	0	3	2	1	0	0	0	1	0	61	321
5:45 PM	5	19	1	0	2	39	1	0	2	1	6	0	2	3	0	0	81	325
6:00 PM	2	17	1	0	1	31	3	0	2	2	0	0	0	2	0	0	61	297
6:15 PM	2	20	2	0	1	24	0	0	3	1	3	0	0	1	3	0	60	263
6:30 PM	2	19	2	0	1	21	2	0	1	2	4	0	0	2	1	0	57	259
6:45 PM	1	16	0	0	1	17	3	1	1	3	3	0	0	0	0	0	46	224
7:00 PM	0	12	0	0	3	24	0	0	0	0	4	0	2	0	1	0	46	209
7:15 PM	3	11	0	0	1	20	2	0	1	0	3	0	0	0	0	0	41	190
7:30 PM	2	6	0	0	0	15	0	0	0	0	0	0	0	0	1	0	24	157
7:45 PM	0	3	1	0	2	12	0	0	1	0	3	0	0	0	0	0	22	133
8:00 PM	1	11	0	0	1	18	0	0	1	1	4	0	0	2	0	0	39	126
8:15 PM	2	11	0	0	2	12	2	0	0	0	1	0	1	0	2	0	33	118
8:30 PM	1	5	1	0	0	16	0	0	0	0	2	0	0	1	0	0	26	120
8:45 PM	0	5	0	0	0	7	0	0	0	1	0	0	0	0	0	0	13	111
9:00 PM	0	8	0	0	1	13	1	0	1	2	2	0	1	0	0	0	29	101
9:15 PM	2	3	0	0	1	6	0	0	0	0	1	0	0	0	1	0	14	82
9:30 PM	4	7	0	0	2	10	0	0	0	0	4	0	0	0	2	0	29	85
9:45 PM	0	1	0	0	2	9	0	0	0	0	1	0	0	0	0	0	13	85
10:00 PM	0	2	0	0	0	11	0	0	0	1	0	0	0	1	0	0	15	71
10:15 PM	1	1	0	0	0	4	0	0	0	1	0	0	0	0	0	0	7	64
10:30 PM	0	1	0	0	0	8	2	0	1	0	0	0	0	0	0	0	12	47
10:45 PM	1	2	0	0	2	2	1	0	0	0	0	0	0	0	1	0	9	43
11:00 PM	1	2	0	0	0	10	0	0	1	0	0	0	0	0	0	0	14	42
11:15 PM	0	0	0	0	0	3	0	0	0	0	0	0	1	0	1	0	5	40
11:30 PM	0	1	0	0	0	2	1	0	0	0	0	0	0	1	0	0	5	33
11:45 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	26
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	16	68	8	0	16	168	20	0	12	0	48	0	8	16	0	0	380	
Heavy Trucks	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
Pedestrians	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																		
Stopped Buses																		

Comments:

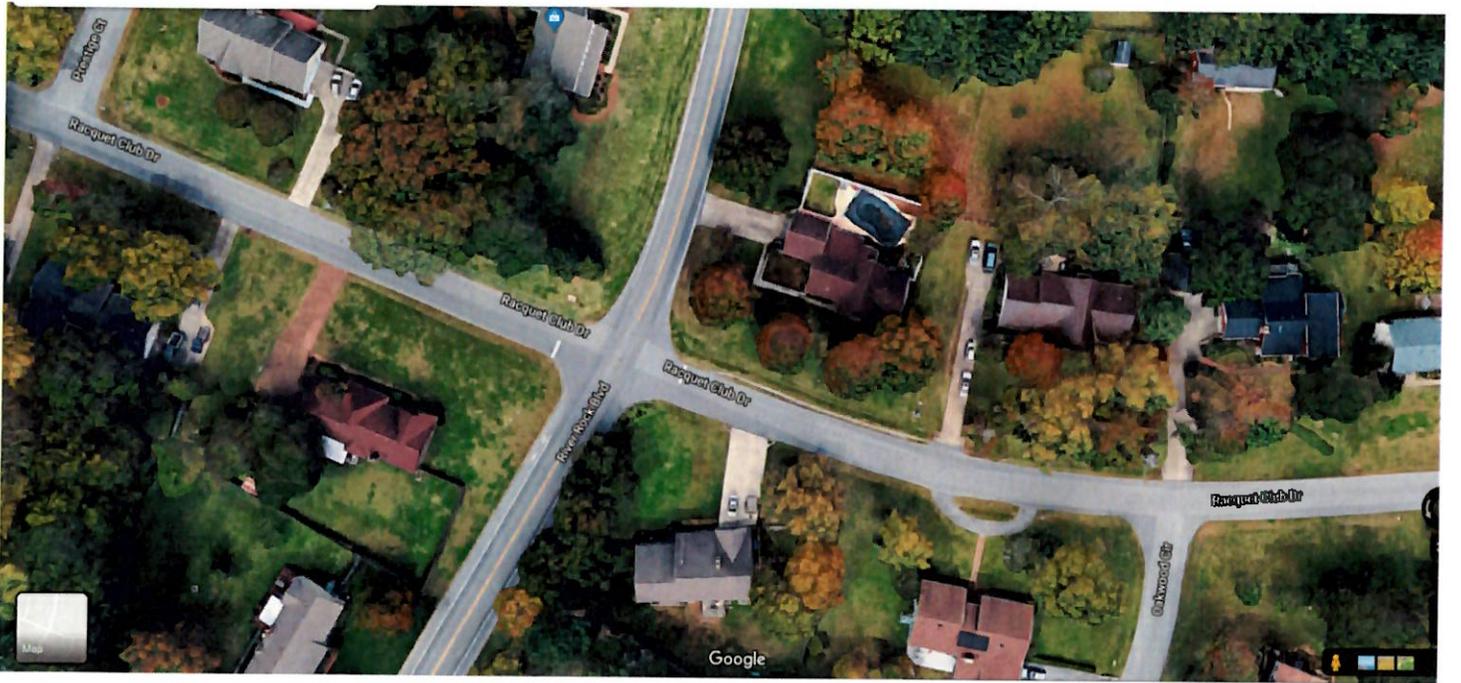
APPENDIX B

EXISTING INTERSECTION AERIALS









APPENDIX C
CAPACITY ANALYSES

Intersection

Int Delay, s/veh 2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	2	2	1	1	0	17	0	0	1	3	8
Future Vol, veh/h	9	2	2	1	1	0	17	0	0	1	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	2	2	1	1	0	18	0	0	1	3	9

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	48	47	8	49	51	0	12	0	0	0	0	0
Stage 1	10	10	-	37	37	-	-	-	-	-	-	-
Stage 2	38	37	-	12	14	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	953	845	1074	951	840	-	1607	-	-	-	-	-
Stage 1	1011	887	-	978	864	-	-	-	-	-	-	-
Stage 2	977	864	-	1009	884	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	-	836	1074	939	831	-	1607	-	-	-	-	-
Mov Cap-2 Maneuver	-	836	-	939	831	-	-	-	-	-	-	-
Stage 1	1000	887	-	967	854	-	-	-	-	-	-	-
Stage 2	965	854	-	1004	884	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s			7.3	
HCM LOS	-	-		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1607	-	-	-	-	-	-	-
HCM Lane V/C Ratio	0.011	-	-	-	-	-	-	-
HCM Control Delay (s)	7.3	0	-	-	-	-	-	-
HCM Lane LOS	A	A	-	-	-	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-	-	-	-

HCM 2010 TWSC
 3: River Rock Boulevard & Cason Trail

Hidden River
 Existing AM

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕	↕		↕	↕		↕	↕
Traffic Vol, veh/h	42	26	70	18	32	37	54	125	11	6	69	14
Future Vol, veh/h	42	26	70	18	32	37	54	125	11	6	69	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	28	76	20	35	40	59	136	12	7	75	15

Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	393	361	83	369	362	142	90	0	0	148	0	0
Stage 1	96	96	-	259	259	-	-	-	-	-	-	-
Stage 2	297	265	-	110	103	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	566	566	976	588	565	906	1505	-	-	1434	-	-
Stage 1	911	815	-	746	694	-	-	-	-	-	-	-
Stage 2	712	689	-	895	810	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	496	539	976	502	538	906	1505	-	-	1434	-	-
Mov Cap-2 Maneuver	496	539	-	502	538	-	-	-	-	-	-	-
Stage 1	872	811	-	714	664	-	-	-	-	-	-	-
Stage 2	617	659	-	792	806	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11.1	11.6	2.1	0.5
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1505	-	-	512	976	639	1434	-	-
HCM Lane V/C Ratio	0.039	-	-	0.144	0.078	0.148	0.005	-	-
HCM Control Delay (s)	7.5	0	-	13.2	9	11.6	7.5	0	-
HCM Lane LOS	A	A	-	B	A	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5	0.3	0.5	0	-	-

Intersection

Int Delay, s/veh 6.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	2	12	0	1	0	5	3	0	0	0	6
Future Vol, veh/h	4	2	12	0	1	0	5	3	0	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	2	13	0	1	0	5	3	0	0	0	7

Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	18	17	3	25	21	3	7	0	0	3	0	0
Stage 1	3	3	-	14	14	-	-	-	-	-	-	-
Stage 2	15	14	-	11	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	996	877	1081	986	873	1081	1614	-	-	1619	-	-
Stage 1	1020	893	-	1006	884	-	-	-	-	-	-	-
Stage 2	1005	884	-	1010	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	993	874	1081	970	870	1081	1614	-	-	1619	-	-
Mov Cap-2 Maneuver	993	874	-	970	870	-	-	-	-	-	-	-
Stage 1	1017	893	-	1003	881	-	-	-	-	-	-	-
Stage 2	1001	881	-	995	890	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	8.6	9.1	4.5	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1614	-	-	1033	870	1619	-
HCM Lane V/C Ratio	0.003	-	-	0.019	0.001	-	-
HCM Control Delay (s)	7.2	0	-	8.6	9.1	0	-
HCM Lane LOS	A	A	-	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕			↕			↕	
Traffic Vol, veh/h	8	21	47	9	12	11	55	83	13	12	123	17
Future Vol, veh/h	8	21	47	9	12	11	55	83	13	12	123	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	23	51	10	13	12	60	90	14	13	134	18

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	398	393	143	397	395	97	152	0	0	104	0	0
Stage 1	169	169	-	217	217	-	-	-	-	-	-	-
Stage 2	229	224	-	180	178	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	562	543	905	563	542	959	1429	-	-	1488	-	-
Stage 1	833	759	-	785	723	-	-	-	-	-	-	-
Stage 2	774	718	-	822	752	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	522	513	905	492	512	959	1429	-	-	1488	-	-
Mov Cap-2 Maneuver	522	513	-	492	512	-	-	-	-	-	-	-
Stage 1	796	751	-	750	690	-	-	-	-	-	-	-
Stage 2	716	686	-	745	744	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.4	11.4	2.8	0.6
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1429	-	-	515	905	601	1488	-	-
HCM Lane V/C Ratio	0.042	-	-	0.061	0.056	0.058	0.009	-	-
HCM Control Delay (s)	7.6	0	-	12.4	9.2	11.4	7.4	0	-
HCM Lane LOS	A	A	-	B	A	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0.2	0.2	0	-	-

Intersection												
Int Delay, s/veh	8.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	24	2	26	71	19	17	0	8	1	3	8
Future Vol, veh/h	9	24	2	26	71	19	17	0	8	1	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	26	2	28	77	21	18	0	9	1	3	9

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	100	56	8	65	55	4	12	0	0	9	0	0
Stage 1	10	10	-	41	41	-	-	-	-	-	-	-
Stage 2	90	46	-	24	14	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	881	835	1074	929	836	1080	1607	-	-	1611	-	-
Stage 1	1011	887	-	974	861	-	-	-	-	-	-	-
Stage 2	917	857	-	994	884	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	795	825	1074	897	826	1080	1607	-	-	1611	-	-
Mov Cap-2 Maneuver	795	825	-	897	826	-	-	-	-	-	-	-
Stage 1	1000	886	-	963	852	-	-	-	-	-	-	-
Stage 2	809	848	-	962	883	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.6	9.8	4.9	0.6
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1607	-	-	828	875	1611	-
HCM Lane V/C Ratio	0.011	-	-	0.046	0.144	0.001	-
HCM Control Delay (s)	7.3	0	-	9.6	9.8	7.2	0
HCM Lane LOS	A	A	-	A	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0.5	0	-

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕	↕		↕			↕	
Traffic Vol, veh/h	42	30	70	56	45	56	54	151	23	12	145	14
Future Vol, veh/h	42	30	70	56	45	56	54	151	23	12	145	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	33	76	61	49	61	59	164	25	13	158	15

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	540	498	165	502	493	177	173	0	0	189	0	0
Stage 1	191	191	-	294	294	-	-	-	-	-	-	-
Stage 2	349	307	-	208	199	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	453	474	879	480	477	866	1404	-	-	1385	-	-
Stage 1	811	742	-	714	670	-	-	-	-	-	-	-
Stage 2	667	661	-	794	736	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	370	447	879	396	450	866	1404	-	-	1385	-	-
Mov Cap-2 Maneuver	370	447	-	396	450	-	-	-	-	-	-	-
Stage 1	773	735	-	680	639	-	-	-	-	-	-	-
Stage 2	546	630	-	686	729	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.9	15.5	1.8	0.5
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1404	-	-	399	879	513	1385	-	-
HCM Lane V/C Ratio	0.042	-	-	0.196	0.087	0.333	0.009	-	-
HCM Control Delay (s)	7.7	0	-	16.2	9.5	15.5	7.6	0	-
HCM Lane LOS	A	A	-	C	A	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.7	0.3	1.4	0	-	-

Intersection

Int Delay, s/veh 7.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	67	12	14	39	0	5	3	24	0	0	6
Future Vol, veh/h	4	67	12	14	39	0	5	3	24	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	73	13	15	42	0	5	3	26	0	0	7

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	51	43	3	73	34	16	7	0	0	29	0	0
Stage 1	3	3	-	27	27	-	-	-	-	-	-	-
Stage 2	48	40	-	46	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	948	849	1081	918	859	1063	1614	-	-	1584	-	-
Stage 1	1020	893	-	990	873	-	-	-	-	-	-	-
Stage 2	965	862	-	968	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	910	846	1081	845	856	1063	1614	-	-	1584	-	-
Mov Cap-2 Maneuver	910	846	-	845	856	-	-	-	-	-	-	-
Stage 1	1017	893	-	987	870	-	-	-	-	-	-	-
Stage 2	915	859	-	878	890	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.6	9.5	1.1	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1614	-	-	877	853	1584	-	-
HCM Lane V/C Ratio	0.003	-	-	0.103	0.068	-	-	-
HCM Control Delay (s)	7.2	0	-	9.6	9.5	0	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.2	0	-	-

HCM 2010 TWSC
3: River Rock Boulevard & Cason Trail

Hidden River
Projected PM

Intersection												
Int Delay, s/veh	4.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕			↕			↕	
Traffic Vol, veh/h	8	33	47	30	19	21	55	168	48	30	173	17
Future Vol, veh/h	8	33	47	30	19	21	55	168	48	30	173	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	36	51	33	21	23	60	183	52	33	188	18

Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	613	617	197	608	600	209	207	0	0	235	0	0
Stage 1	263	263	-	328	328	-	-	-	-	-	-	-
Stage 2	350	354	-	280	272	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	405	405	844	408	415	831	1364	-	-	1332	-	-
Stage 1	742	691	-	685	647	-	-	-	-	-	-	-
Stage 2	666	630	-	727	685	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	355	374	844	334	383	831	1364	-	-	1332	-	-
Mov Cap-2 Maneuver	355	374	-	334	383	-	-	-	-	-	-	-
Stage 1	704	672	-	650	614	-	-	-	-	-	-	-
Stage 2	594	598	-	628	666	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.6	15.3	1.6	1.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1364	-	-	370	844	425	1332	-	-
HCM Lane V/C Ratio	0.044	-	-	0.12	0.061	0.179	0.024	-	-
HCM Control Delay (s)	7.8	0	-	16.1	9.5	15.3	7.8	0	-
HCM Lane LOS	A	A	-	C	A	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.2	0.6	0.1	-	-

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Ms. Mariah Phillips, 1332 Dodd Trail – wanted to know if approved for rezoning would this property be for industrial use? Would the developer be responsible for infrastructure? If so, all future developments should take the burden of all infrastructure instead of City tax dollars paying for road improvements.

Chair Kathy Jones closed the public hearing.

Mr. Matthew Blomeley explained it is customary for a project that is the part of the City's Major Transportation Plan for the developer to participate in road improvements. For example, this could be the construction of the road, or right-of-way dedication, or pay fees in lieu of construction, etc. This would be required from the developer with their plans. Some of the burden for road improvements is placed on the developer.

Mr. Ken Halliburton made a motion to approve the zoning request subject to staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-426] for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive to be rezoned from RS-10 and RS-15 to PUD (Hidden River Estates PUD), Blue Sky Construction, applicant. Ms. Marina Rush summarized

the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Rush made known a traffic analysis had been prepared for review during August 2019 and had been provided for reference. Staff had reviewed the report and had requested for additional items to be addressed:

- Provide a stub road to the Chambers property to allow a future connection to River Rock Boulevard.
- The developer would be required to widen Cason Trail to three lanes adjacent to their property.

Continuing, Ms. Rush made known Staff had attended neighborhood meetings which the developer had scheduled in July 2019 and December 2018. Also, Staff had met with small groups

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regarding this proposal. The most recent small group meeting had been on September 30, 2019. Ms. Rush explained the future land use map of the Murfreesboro 2035 Plan shows this property as auto-urban general residential as the most appropriate land use character. The characteristics for this land use would allow the density to go up to 8.64 dwelling units per acre. However, this project is proposing 5.13 dwelling units per acre. The zoning and density for this proposal is consistent with the future land use map.

Mr. Clyde Rountree, Mr. Brian Burns, and Mr. Bill Huddleston were in attendance to represent the application. Mr. Clyde Rountree came forward to begin a PowerPoint presentation from the applicant's pattern book.

Chair Kathy Jones wanted to know during the phasing plan for 1A, would a road connect with Cason Trail? In addition, during the phase of 1B, have there be access points off of Eastview Drive and Racquet Club Drive? Mr. Rountree explained Eastview Drive would be the primary access for Phase 1B. She requested for this information to be revised in the applicant's pattern book. Chair Kathy Jones asked if solid waste had been addressed for the entire development. Mr. Rountree made known it would be a gated development which includes private haulers. Mr. Warren Russell asked if the public roads would have private haulers too. Mr. Rountree explained they were working on the details. Continuing, Mr. Rountree made known they would prefer to have a private hauler for the entire development. Mr. Eddie Smotherman inquired on page 12, in the applicant's pattern book there is a gate that is located where two public roads intersect, is this a mistake? Mr. Rountree made known it was an error it should be for public access. Mr. Rountree stated he would make corrections.

Mr. Bill Huddleston representing the applicant came forward making known from the neighborhood meetings and from the last Planning Commission meeting, the major issue for this proposal had been traffic. Since then, the developer has purchased additional land to provide a total of three access points for the development. In addition, to address traffic concerns he

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followed the Institute of Transportation Engineers while preparing the traffic study. From the Traffic Analysis that had been prepared and provided to the City, four critical intersections had been identified as being:

- Cason Trail and Stoney Meadow Drive
- Stoney Meadow Drive and River Rock Boulevard
- Cason Trail and River Rock Boulevard
- Racquet Club Drive and River Rock Boulevard

Mr. Huddleston made known the Traffic Analysis addressed the roadways in this area, the intersections, and had projected traffic that would be caused from this proposed development. From the study, the service level of current traffic had been labeled as A and B, which is very good. However, there were two areas of movements of traffic at Cason Trail and River Rock Boulevard that are at a level C, which is an acceptable level. There were recommendations for road improvements to Cason Trail which would be one of the main access points for the property. They are proposing to widen Cason Trail to 33 feet. Along the southside of Cason Trail they would include a 10-foot multi-purpose trail and improvements to the standard electric lights. The electric lights would include underground utilities in the area. In addition, they would address staff comments with the stub street connection to the Chambers property. All the expenses would be placed on the developer, not on the City of Murfreesboro.

Chair Kathy Jones opened the public hearing.

1. **Ms. Tavner McKelley, 1941 Stoney Meadow Drive** – opposes this development. She made known she had a petition which had 7,682 signatures opposing this development. It is a beautiful development, but it is not in the right place. It should not be approved due the limitations of the capacity of sewer, increase of traffic on our streets, increase of students in our schools, building in floodplain, etc.

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2. Mr. Bob Gale, 2202 Racquet Club Drive – opposes this development due to the increase in traffic and flooding within this area.
3. Mr. Mike Green, Gaston Court – opposes this development due to the increase in traffic and the negative impact on the environment along the greenway.
4. Mr. Robert Barkley, 215 University Street – opposes this development due to the increase in traffic and the negative impact on the environment along the greenway.
5. Mr. John Boon, 2126 Eastview Drive – opposes this development due to the increase in traffic, crime, failed gates on private streets.
6. Ms. Rita Gale, 2202 Racquet Club Drive – opposes this development due to traffic and ten years of proposed construction. The greenway should be preserved.
7. Ms. Wanda Hendricks, 1543 Dodd Trail – opposes this request. Where would the separate dedicated construction entrance be located? This development would require large amounts of rock, gravel, soil, etc. from large dump trucks over the next 7 to 10 years. She recommended an entrance be provided by the old Racquet Club building or on the World Outreach property.
8. Mr. Warren Tormey, 733 North Spring Street – opposes this development. He provided a handout from the Murfreesboro’s City Sewer Allocation Study making known there is no sewer infrastructure, no traffic infrastructure for this development.
9. Ms. Barbara Higgins, 718 Oakwood Circle – opposes this development due to the impact of density, traffic, school, electrical, sanitation, noise, environmental, air quality, large dump trucks traveling in neighborhoods for the next ten years. She requested for this development be reduced to the current zoning of 410 single-family residential homes. She requested for the following be considered:
 - Do not approve the zone change to City Council.
 - The developer should provide full transparency to the public regarding project impacts under the zoning change. This should be similar as a plan of services.

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- The City should be fully aware of the project impacts in mitigation before it approves a zoning change.
- The developer identifies and mitigates impacts regarding traffic and public safety for the neighborhoods in this area.

10. Mr. Craig Higgins, 718 Oakwood Circle – opposes the zoning request. He requested for the property to remain as RS-15.

11. Ms. Jacquelyn Brown, 2302 Riverstone Drive – opposes the zoning request. She requested for the City to require proper insurance be secured on this land from the developer just in case in the future there is an economic downturn.

12. Ms. Mariah Phillips, 1332 Dodd Trail – opposes the zoning change. Before the development is approved, she requested for the following be addressed:

- The residents should be able to review and comment on the results from the traffic study.
- Would any homes be annexed into the City from the proposed widening of Cason Trail?
- The City of Murfreesboro should provide parking spaces for the Cason Trailhead Park versus vehicles currently parking along Cason Trail.

13. Mr. Dennis O'Neal, 713 Oakwood Circle – opposes the zoning request. He made known over the past five years the City of Murfreesboro Water Resources Department comes into his neighborhood every couple of weeks with a sucker truck to address sewer problems. He expressed his concerns how this proposed development could create additional sewer issues.

14. Ms. Mary Ellen Sloan, 1545 Nathan Court – opposes the zoning request. The burden of infrastructure costs from a new development should not be placed on City tax payers. No more high-density zoning, it is too much.

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15. **Ms. Elaine Gipple, 2709 Spaulding Circle** – opposes the zoning request. This land is road locked. The proposed public access would be dumping traffic into single-family residential neighborhoods. She requested that the traffic study include the traffic from the future bridge that is being proposed within this area.
16. **Dr. Jon Zayas, 126 Pennsauken Court** – opposes the zoning request. He feels if approved this development would create an increase of crime in the area and destroy the character of the Cason Lane neighborhood.
17. **Ms. Linda Stevens, North Maney Avenue** – opposes the zoning request. She has concerns with the environmental impact within a high-density area.
18. **Mr. Bruce Kirk, 707 Oakwood Circle** – opposes the zoning request. He has concerns with the increase of traffic being placed on City streets in a residential area. The streets are substandard and the streets do not have sidewalks, or curb and gutter.
19. **Ms. Daniel Brown, 2468 Oakhill Drive** – opposes the zoning request. She voiced her concerns regarding the traffic study. This study does not account for the additional traffic from the apartment complexes that are being constructed within the area. In addition, she wanted to know why a private development would be allowed to have safe access to the greenway when other taxpayers must travel to get to the greenway from other neighborhoods. She requested for the Planning Commission to consider the negative impact this development would have on the entire region having to deal with 1,000 additional vehicles and additional traffic affecting this area.
20. **Mr. Jim Butler, 1310 River Rock Boulevard** – opposes the zoning request. He has concerns with the widening of Cason Trail which would take property away from the property owners. In addition, the burden of taxes being placed on property owners for the City to construct a bridge within this area. He requested for the developer to be responsible in building the bridge, paying for water and sewer improvements, etc. Only the developer wins and everyone else loses.

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21. Mr. Andrew McKelley, 1941 Stoney Meadow Drive – opposes the zoning request. He has concerns regarding the impact of the flood zone/floodway in a high-density area. He requested for Murfreesboro to participate in the AE flood zone program to limit development within a floodplain.

Chair Kathy Jones closed the public hearing.

Ms. Marina Rush apologized for not providing the traffic study on the website. It was the intent for Staff to have the traffic study as an attachment and believed it was available. It was during Mr. Bill Huddleston's presentation she realized it had not been made available. She made known it had been an honest omission. The traffic study is available at City Hall and it is an open file to anyone who would like to review the study. Chair Jones wanted to know when a Traffic Study is required from a developer are there certain elements that are required for the development? Mr. Bill Huddleston came forward to make known there are normal requirements from City Staff when a Traffic Study is warranted. He stated this study has followed the normal requirements and he provided the following information:

- In a floodway or floodplain there are FEMA requirements and City requirements for development. Fill is not allowed in a floodway. However, there can be a responsible fill in a floodplain.
- The developer has requested for the construction fill to occur from their property that is out of the floodway onto the floodplain. It would help keep cost down and limit the amount of construction trucks on the neighborhood streets.
- The State of Tennessee and the City of Murfreesboro requires information on the developer's construction plans to address where the construction access would be located.
- There is a 50-foot right of way to widen Cason Trail for road improvements.
- Oakwood Circle is uphill from this property so development on this property would not exacerbate Oakhill Circle residents.

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- There are sewer capacity issues being discussed for capping density at this time. However, this development fits in with the proposed density cap being proposed by the City Water Resources Department.
- For this development they are seeing traffic being used at River Rock Boulevard more than Oakwood Circle.
- On page 11, the Traffic Study addresses the apartment complex that is south of this property. The apartment complex is responsible to provide a bridge over Spence Creek which would have direct access to Highway 99 and Cason Trail.
- This development would be required to meet all detention and retention requirements to meet stormwater quantity and stormwater quality.

Mr. Warren Russell commented that the applicant's pattern book does not show the detention area and retention areas. Mr. Bill Huddleston stated they were in the pattern book colored green, but he would revise the areas to be blue. The details for the detention and retention areas would be provided with a preliminary plat. Ms. Jennifer Garland wanted to know if the Traffic Study provides outline areas from the development. Mr. Huddleston answered no, they usually meet with Staff to decide how far out to go or not to go by using good engineering judgement. Chair Jones wanted to know if sidewalks were in the existing neighborhoods. Mr. Huddleston made known during the time period of the existing neighborhoods being developed the City had designed the streets to be 33/36 feet-wide asphalt without sidewalks. Now, City residential streets are required to be 24-foot wide streets with sidewalks.

Ms. Rush addressed the concerns that had been made about the distance of this development and the greenway. She made known there would be 150 feet or more separation between this development and the greenway. Also, a ten-foot wide pedestrian multi-purpose path that had been mentioned could be required for the developer to construct. It is not part of the developer's proposal at this time. To address noise during construction, the City has in place a noise ordinance

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 2, 2019

which provides the time of day when construction could occur in a residential area. Lastly, this development has been proposed to be constructed in phases. During any phasing, the remaining portion of the property must be maintained and kept in good order.

Mr. Sam Huddleston said he was responsible for working with the developers, the design engineer, and Staff to establish a scope that seemed to be appropriate for the Traffic Study. The project team had studied the local impacts, the 2040 Major Transportation Plan, the existing traffic counts, and the traffic history. In addition, they had studied the 2035 Future Land Use Map and followed the Institute of Transportation Engineers guidelines. This property has been considered as a future buildout at some point. The Land Use Study has shown this property being 8 units per acre and this proposal has been designed to be less than 8 units per acre. In addition, the Traffic Study identified the needs for this area. A proposal had been made to address the area with a couple of bridges to provide local access. The bridges are for the residents who are here attending this meeting. City Staff knows there is work to be done in this area such as the Cason Trailhead Park that includes a greenway system that has been a very successful park. Whether or not this development occurs, our Staff needs to review this area further to address appropriate parking. In addition, there are two blocks that connect from Stoney Meadow Drive and Cason Trail to River Rock Boulevard which should be reviewed further to connect additional pedestrian needs and bike facilities.

Mr. Brian Burns came forward making known from his own experience the proposed plan is for young families who move into a townhome or those who have lived in a larger home and want something smaller. The townhomes he has constructed in this area have included very few children. He explained it was very important for his team to provide affordable housing. A third of this project would have a cost of \$200,000.00 to \$250,000.00 price points. The Row would have sixty units with a price point between \$400,00.00 to \$600,000.00. There would be eighteen Estate Homes. The Cottages would be age restricted in a range of \$280.00 to \$320,000.00.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 2, 2019

Chair Kathy Jones commented on how the Planning Commission members have strong feelings and love for Murfreesboro. Each Commissioner wants the best for our City. The Planning Commission realizes there are a lot of people who are moving into our City and moving into Rutherford County. We are trying to plan for all the people who want to move into our wonderful City, and we are doing the best we can, and roads would need to be built. City Staff has spent lots of time and effort studying this project and have met with the residents individually, as groups, telephone calls, email, etc.

Mr. Ronnie Martin made known how grateful he was with Staff spending so much of their time with this proposal. Also, he has been in several of the residential meetings and has seen Mr. Brian Burns be very patient. He feels that Mr. Burns has done a great job going through this process. This proposal has been difficult for him due to the following:

- The numbers presented from Change.org may be misleading with signatures that may not be from the neighborhood or from Murfreesboro.
- Traffic is a concern and he appreciates the Traffic Study. There are two sides with the traffic. Sometimes the traffic has a pinch point and other times there is zero traffic. When the improvements to Hwy 99 are completed it would help this area.
- There are midterm road improvements to help the traffic issues. He does not see these improvements bringing traffic into the area. However, it would be some time before these improvements occur.
- The proposed development is very attractive. However, he has concerns with construction traffic occurring along residential streets.
- He has concerns with traffic being along Racquet Club Drive because it does not have a 35-foot wide street, nor it does not have sidewalks.

Mr. Eddie Smotherman commented he had been involved with the new tax increase. The reason for the tax increase is because there had not been a tax increase over the last 19 years. There is

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 2, 2019

never a good time for a tax increase, but it had to happen. Now, we have a sustainable tax rate for our big City. The services that are provided are expensive and we try to manage the City as prudent as we can.

Ms. Jennifer Garland made known she grew up in this area and is very fond of the area. She feels this proposal is very nice. The developer has improved their plan from their original plan by addressing the additional access points. Growing pains are hard, but this is a well-done project with some challenges. If this project moves forward, the Planning Commission would continue to be involved and would make certain the issues that have been presented would be addressed as best as they can.

Mr. Ken Halliburton commented this is a difficult proposal; however, he feels it is a well-thought-out plan. Density is an issue with the neighbors. Also, there are guidelines with our City and this proposal meets the sewer guidelines. The Traffic Study has been prepared from the information provided to him. He had traveled in this area at 7:30 a.m. and it is horrible. It is difficult to get out of the area. The information provided indicates this proposal is less dense than the 2035 Land Use Study calls for. With this planned development request, we would know exactly what we would get for this property.

Mr. Ken Halliburton made a motion to approve the zoning request, seconded by Mr. Chase Salas. The motion carried by a vote of 5-2 (Mr. Martin and Mr. Smotherman voted no.)

Staff Reports and Other Business

Mr. David Ives requested for a Mandatory Referral regarding City-owned property at 912 Dashiel Street. He made known the City had acquired this property in 1956 and would like to sell the property to the company Univar. If Univar acquires the property, they are proposing to provide additional industry use and jobs at this location.

Mr. Chase Silas made a motion to approve the sale of the property, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Neighborhood Protest Petition in Opposition to
Hidden River Estates Development ReZoning Request

Representatives for the neighborhood residents opposed to the proposed Hidden River Estates Development rezoning application respectfully submit the following document/information for consideration. We request that this document and any additional documentation submitted by this group be included and considered as a part of any official file or application concerning the Hidden River Estates Development rezoning request/application.

Further, it is respectfully requested that this information/documentation be made available to all council, committee, group or governing entity members having authorization to vote on and/or approve any such rezoning or development application or rezoning request.

On the following pages are a list of the affected homeowners, according to the city attorneys. These homeowners are signing this protest petition in opposition to the rezoning for high density development as proposed by the Hidden River Estates Development rezoning application.

Murfreesboro 2019 Zoning Ordinance APPENDIX A - ZONING Section 6 (page 34-35) UPDATED: 2/28/19

(F) *Required vote.* A favorable vote by a majority of the entire membership of the Council shall be required if the proposed amendment has been disapproved by the Commission, otherwise, the Council may approve or reject a proposed amendment by a majority vote. If a protest against a proposed amendment is presented in writing to the City Recorder, within ten days from the date of publication in a local newspaper of general circulation, duly signed and acknowledged by owners of twenty percent (20%) or more of any frontage proposed to be altered, or by the owners of twenty percent (20%) of the frontage immediately in the rear thereof, or by the owners of twenty percent (20%) of the frontage directly opposite the frontage proposed to be altered, such amendment shall not be passed except by a two-thirds (2/3) vote of the Council.

Received 10-31-19
Miles B. Wright
City Recorder, City of Murfreesboro

Wanda Hendricks

1543 Dodd Trail

Murfreesboro, TN 27128

October 29, 2019

As a statement of services:

Yesterday evening, October 28, 2019, I traveled door to door with Mike Green and Mariah Phillips to verify the identifications of residents located on Racht Club Drive, Eastview Drive, Dodd Trail and Stoney Meadow.

I verified, by picture IDs, of residents that I notarized. I wrote their ID numbers in the "Date Block" that most originally signed on the "Frontage" document.

All were notarized on October 28, 2019.

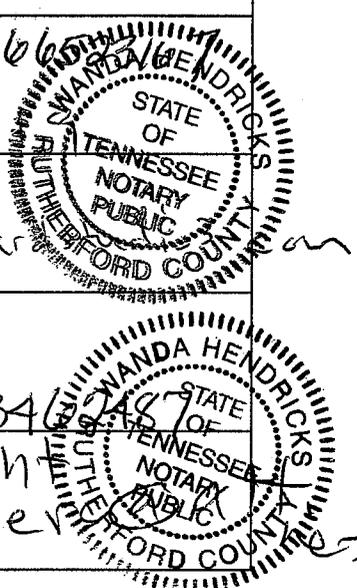
I am Wanda Hendricks

My notary is valid until 19 March 2023.

A handwritten signature in cursive script that reads "Wanda Hendricks". The signature is written in dark ink and is positioned at the bottom of the page.

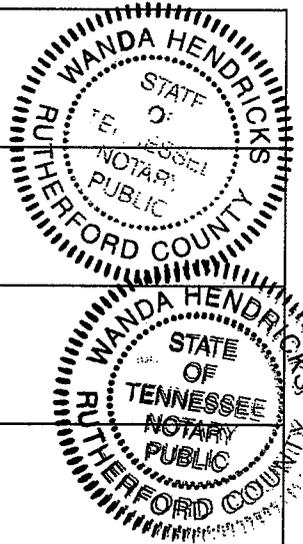
Parcel 1 Frontage: EASTVIEW DRIVE

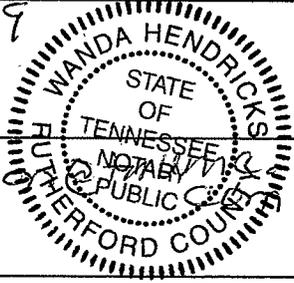
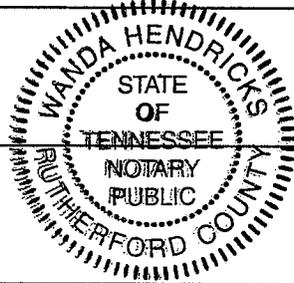
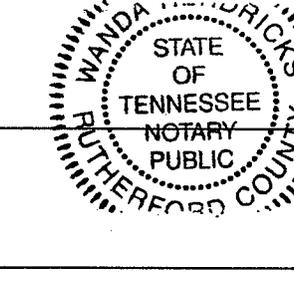
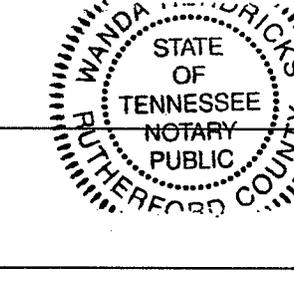
2110	Print Name	Signature	Date
	Address	Phone	Email
2106	Print Name	Signature	Date
	Address	Phone	Email
2102	Print Name 2102 Ken Ward	Signature 	Date VALID 10/6/19 10/8/19
	Address 2102 Eastview drive	Phone 615-631-9622	Email Ken@ward.com
2101	Print Name STEVE WATKINS LYNNETTE WATKINS	Signature Steve Watkins Lynnette Watkins	Date 10/8/19
	Address 2101 EASTVIEW DRIVE	Phone 615-542-9423	Email knright@winger.com



Parcel 1 Frontage: RACQUET CLUB DRIVE

2214	Print Name Larry Morgan	Signature <i>Larry Morgan</i>	Date Oct. 8 th 2019 D 063589128
	Address 2214 Racquet Club Dr Murfreesboro, TN 37128	Phone 615-890-1899	Email
2220	Print Name Mary Leinard John Leinard	Signature <i>Mary Leinard</i> <i>John Leinard</i>	Date 10/08/19 D 033215702
	Address 2220 Racquet Club Nashville, TN 37128	Phone 615/439/0785	Email
2224	Print Name No Lot	Signature	Date
	Address	Phone	Email
2228	Print Name Mrs. Johns	Signature	Date
	Address	Phone	Email

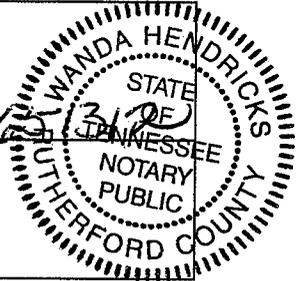


2232 7	Print Name Lénoir Culbertson Barry	Signature <i>Lénoir H Culbertson</i>	Date Oct 8, 2019 DL 2733008 056900896	
	Address 2232 Racquet Club M'boro, TN	Phone 615-969-3576	Email lenoir.culbertson@...	
2236 10	Print Name Suzanne Vaughan	Signature <i>Suzanne Vaughan</i>	Date Oct 8, 2019	
	Address 2236 Racquet Club Dr. Murkreesboro, TN 37128	Phone 615-556-1838	Email zarivon@gmail.com	
2240 15	Print Name Mason Thomas	Signature <i>Mason Thomas</i>	Date DL 069370373 10/8/19	
	Address 2240 Racquet Club Dr	Phone	Email	
2217	Print Name DAVID WHITE 2217 RACQUET CLUB M'BORO, 37128	Signature <i>David White</i>	Date 10/8/2019 DL 067427904	
	Address	Phone	Email	

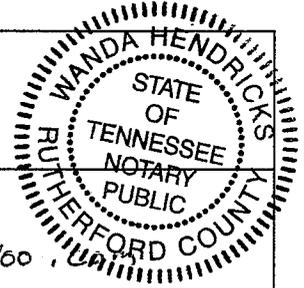
2221	Print Name Russell Ludlam	Signature <i>Russell Ludlam</i>	Date 8 OCT 19
	Address 2221 Racquet Club Dr Memphis Tenn TN 37128	Phone 469 358 5598	Email russellludlam@yahoo.com

Parcel 1 Frontage: RIVER ROCK BOULEVARD

827	Print Name Joe Chambers Linda Chambers	Signature <i>Linda Chambers</i>	Date 10/8/19 10/28/19 ^{DATE} 10/28/19 045651312
	Address 827 River-Rock BLVD	Phone (615) 542-3004	Email



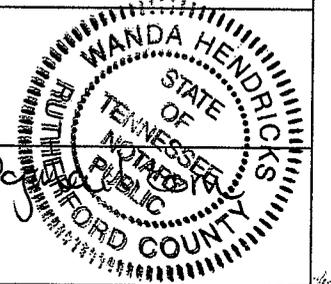
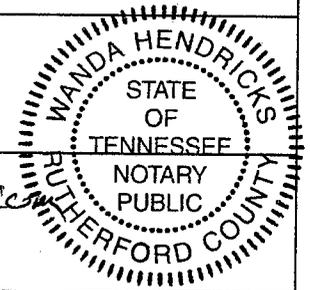
Parcel 2 Frontage: EASTVIEW DRIVE

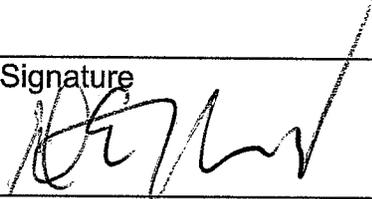


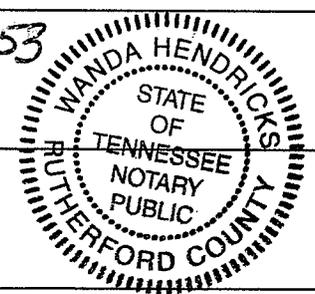
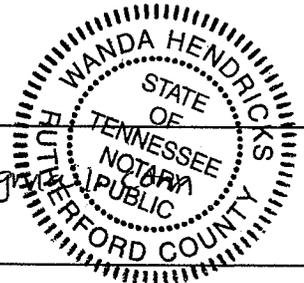
2103	Print Name JAMES MARCATT	Signature <i>James Marcatt</i>	Date 10-8-19 116576295
	Address 2103 EASTVIEW	Phone 869-5258	Email jimmarlattjr@yahoo.com
2107	Print Name Haley & Blake Pewitt	Signature <i>Haley Pewitt</i>	Date 10/9/19
	Address 2107 Eastview Dr.	Phone 615-568-1664	Email Haleyayarbrough@yahoo.com
2111	Print Name Eric Blackwood	Signature <i>Eric Blackwood</i>	Date 10/9/19 ERACKBLACK@GMAIL.COM
	Address 2111 EASTVIEW DR MULFREETSDORO TN 37128	Phone 615-519-1220	Email ↓

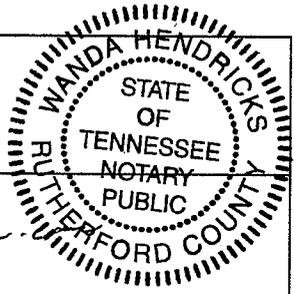
Parcel 2 Frontage: DODD TRAIL

1303	Print Name	Signature	Date
	Address	Phone	Email
1307	Print Name <i>Jane + David Duenweg</i>	Signature <i>Jane Duenweg</i>	Date <i>10-8-19</i> N# <i>124348510</i>
	Address <i>1307 Dodd Trail</i>	Phone <i>615-995-8088</i>	Email <i>jduenweg@msn.com</i>
1311	Print Name	Signature	Date
	Address	Phone	Email
1315	Print Name <i>DIANA K. CHASSE</i> <i>JAMES B. WALTERS</i>	Signature <i>D. Chasse</i> <i>J. Walters</i>	Date <i>10-8-19</i> <i>10-8-19</i> N# <i>117215466</i>
	Address <i>1315 Dodd Trl.</i> <i>Murfreesboro, TN 37128</i> <i>1315 Dodd Trail Murfreesboro</i> <i>TN</i>	Phone <i>615-556-5438</i>	Email <i>dhwchasse@...</i>

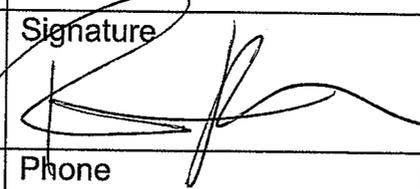


1319	Print Name Kristi Maxwell	Signature Kristi Maxwell	Date 10/8/19 DL# 0910191685
	Address 1319 Dodd trail Murfreesboro, TN 37128	Phone 615-812-4013	Email Kristi.maxwell85@gmail.com
1323	Print Name	Signature	Date
	Address	Phone	Email
1327	Print Name	Signature	Date
	Address	Phone	Email
1331	Print Name Desmond E. Mosley	Signature 	Date DL# 088581253 10-28-2019
	Address 1331 Dodd trail Murfreesboro TN 37128	Phone 615-400-1017	Email



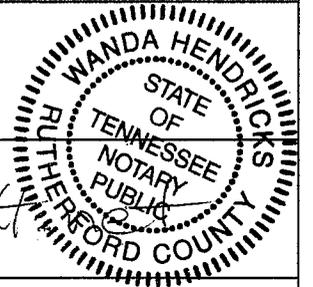
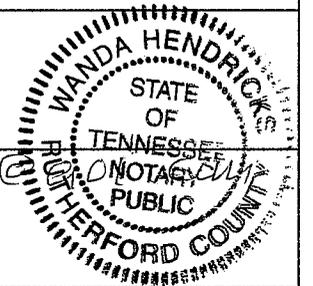
1335	Print Name JOSHUA & LAUREL KEMP WATSON	Signature 	Date 10/8/19	
	Address 1335 DODD TEL MIDORO, TN 37128	Phone 615-554-2304	Email LAUREL.WATSON@GMAIL.COM	

Parcel 2 Frontage: STONEY MEADOW DRIVE

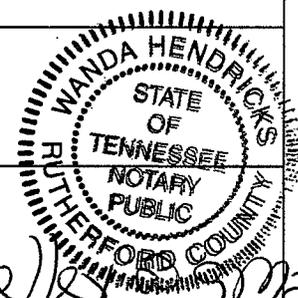
1901	Print Name Tammy Bahmanziari	Signature 	Date 10/9/19	
	Address 1901 Stoney Meadow Murfreesboro, TN 37128	Phone 615-653-1477	Email tbahmanz@yahoo.com	
1905	Print Name Robert Beyer	Signature 	Date 10/9/19	
	Address 1905 Stoney Meadow Dr	Phone	Email Sgtbeyer@hotmail.com	

1907	Print Name	Signature	Date
	XXXXXXXXXX		
	Address	Phone	Email
1911	Print Name	Signature	Date
	Reynolds Fishback	Debra Fishback	10-9-19
	Address	Phone	Email
	1911 STONEY MEADOW		
1913	Print Name	Signature	Date
	Address	Phone	Email
1917	Print Name	Signature	Date
	Address	Phone	Email

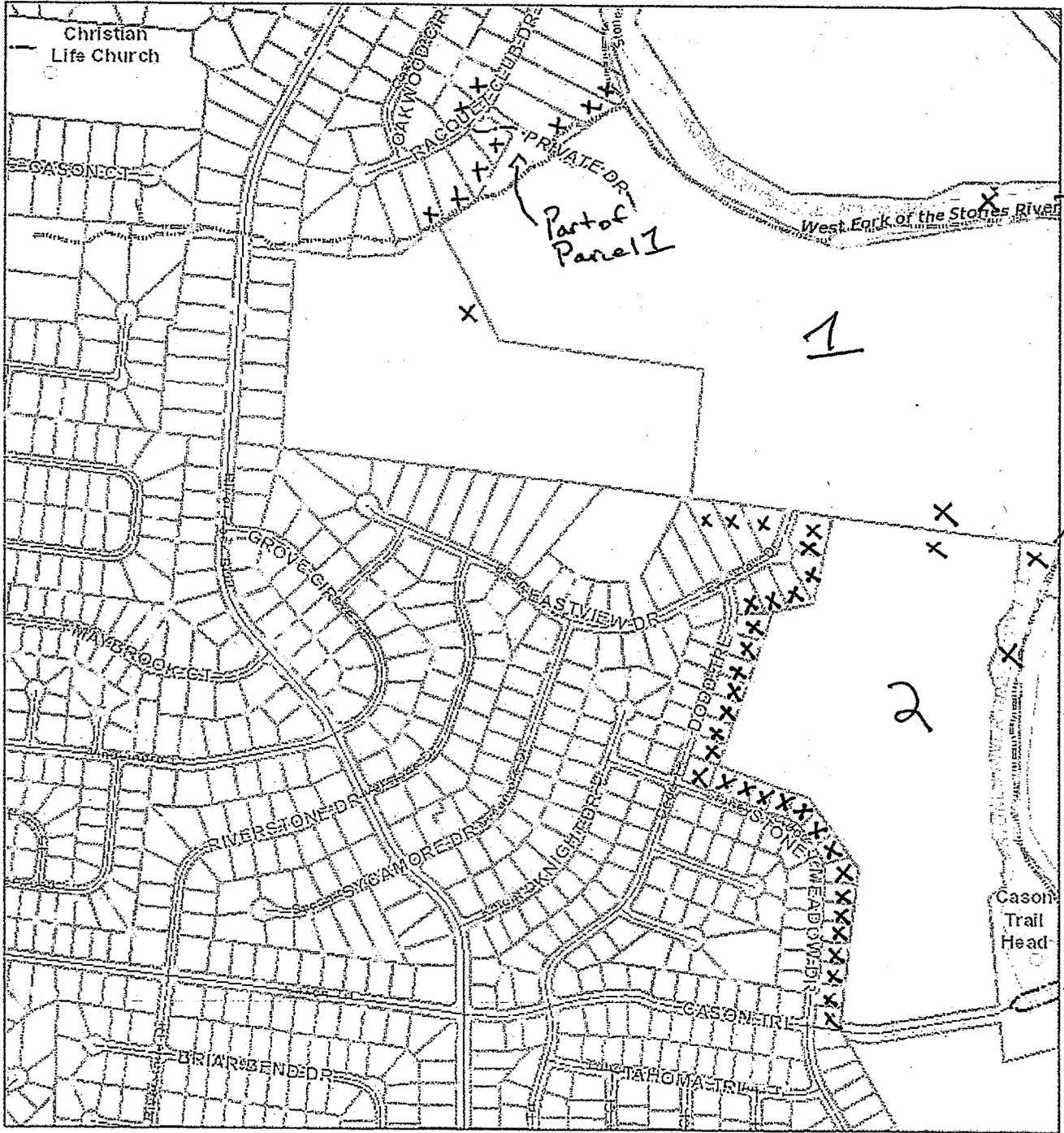
1921	Print Name	Signature	Date
	Address	Phone	Email
1925	Print Name MARY ANN PARKER DeWayne PARKER	Signature <i>Mary Ann Parker</i> <i>DW</i>	Date DL# 073143901
	Address 1925 STONEY MEADOW MURFREESBORO, TN 37128	Phone 896-0035	Email mscowsecw1@
1929	Print Name Mary Beth Taylor	Signature <i>Mary Beth Taylor</i>	Date 10/9/19 DL# 114950629
	Address 1929 Stoney Meadow DRIVE	Phone 615 9875115	Email tngirl1929@att
1933	Print Name	Signature	Date
	Address	Phone	Email



1937	Print Name	Signature	Date
	Address	Phone	Email
1941	Print Name Tanner McKelley	Signature <i>Tanner McKelley</i>	Date 10-9-19
	Address 1941 Stony Meadows	Phone 615-427-2025	Email Tvmckelley@gmail.com
1945	Print Name Christian Stokes	Signature <i>Christian Stokes</i>	Date 10-9-19
	Address 1945 Stony Meadow Drive Memphis TN 37128	Phone 615-579-6313	Email
1949	Print Name	Signature	Date
	Address	Phone	Email

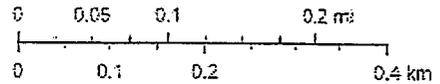


ArcGIS Web Map



7/25/2019, 11:05:43 AM

1:9,028



Blue X = Parcel 1 Frontage
~~Red X = Parcel 2 Frontage~~
 Red X = Parcel 2 Frontage

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Tennessee GIS, Esri, HERE, Garmin, INCREMENT P, METAUNSA, USGS, EPA, NPS, US Census Bureau, USDA | MapInfo | ArcGIS

ORDINANCE 19-OZ-43 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 122.19 acres along Cason Trail, Eastview Drive, and Racquet Club Drive from Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District (Hidden River Estates PUD); Blue Sky Construction, applicant [2019-426].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Unit Development (PUD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

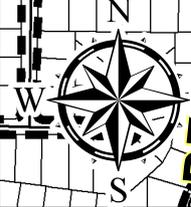
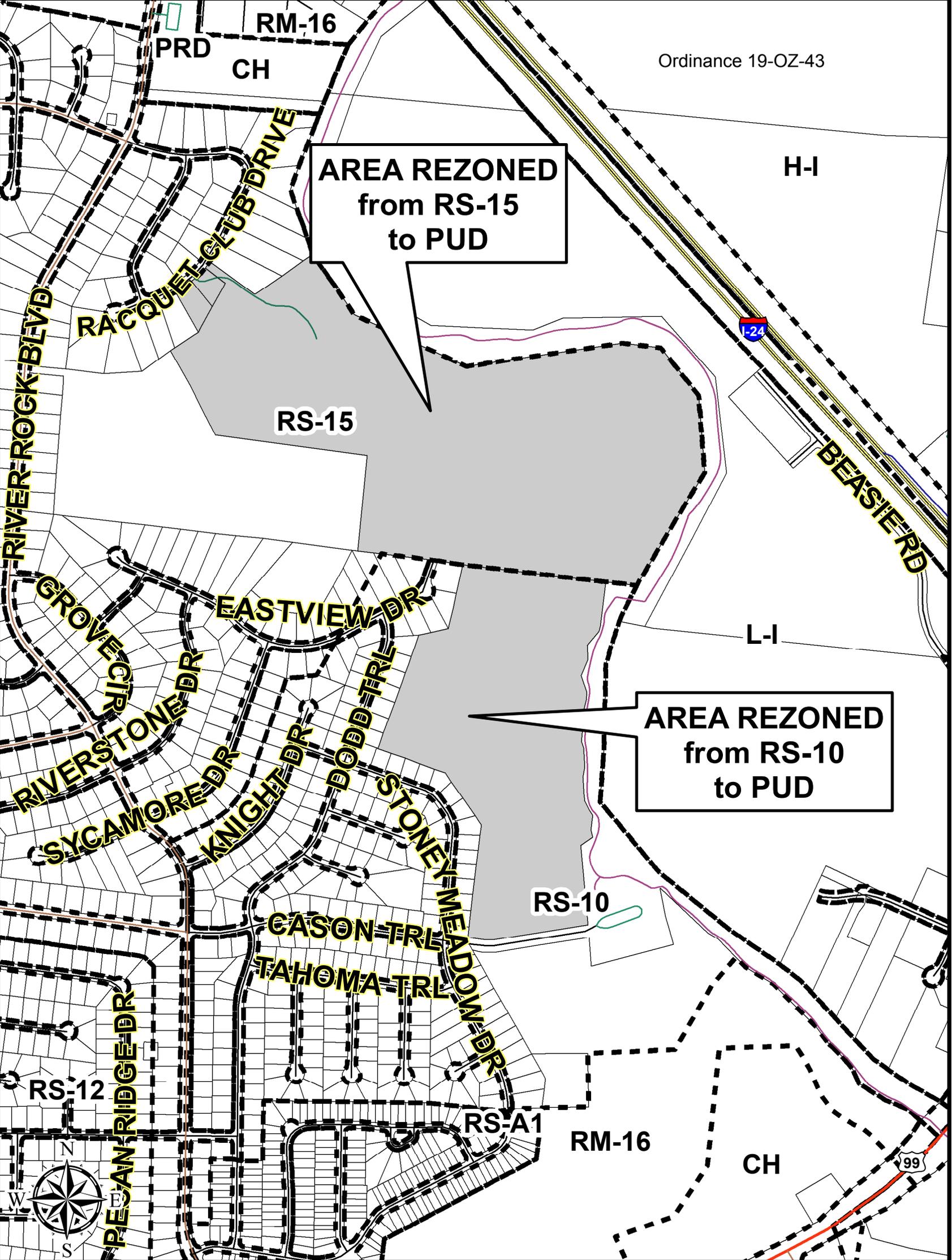
SEAL

AREA REZONED
from RS-15
to PUD

RS-15

AREA REZONED
from RS-10
to PUD

RS-10



COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Protest of the Selection of a Wellness Rewards Program

Department: Purchasing Department

Presented by: Paul Boyer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Protest of the selection of the administrator of the Wellness Rewards Program by Mr. Sam Salbi, CEO, BSoft Solutions Inc. DBA FitLyfe.

Staff Recommendation

Deny the protest

Background Information

The Purchasing Department issued a Request for Competitive Sealed Proposal for administration of a Wellness Rewards Program on October 7, 2019 with proposals due on November 5, 2019 at 3:00 P.M. at which time the proposals were publicly opened.

As is normal procedure all proposers were instructed to clearly mark the exterior submission with "City of Murfreesboro Wellness Program Request for Competitive Sealed Proposals" in order to be included in the public opening.

Three properly marked and addressed proposals were received and opened on November 5th. Because the subject proposal was not properly marked it was not included in the opening.

On November 6th the FitLyfe's envelope was opened and a proposal was included. The proposal was disqualified for a procedural violation and received no further consideration by City staff. It is important to note that FitLyfe's Proposal was not evaluated on its merits but disqualified for failure to follow all directions.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Fiscal Impacts

None

Attachments:

FitLyfe Protest

Date: 12/3/2019

City of Murfreesboro, TN
Attention: Melissa Wright, City Recorder & City Council

Re: Formal protest to FitLyfe's RFCSP-12-2020 – Wellness Rewards Program proposal based on labeling of envelope for

Dear Ms. Wright & City Council:

FitLyfe would like to officially protest the disqualification of the FitLyfe Proposal for The FitLyfe 360 Platform that was submitted to the City of Murfreesboro on Tuesday, November 5th. FitLyfe sent an email to Mr. Boyer on 11/26/19 requesting explanation for the disqualification. On 11/26/19, Mr Boyer stated that he opened the envelop prior to the official public opening because the actual envelop was not clearly marked as required. There was not any "official public opening day" listed in the RFP.

Our protest is based on the following points:

1. There was not any disqualification verbiage regarding the label in the RFP. The only disqualifying factor listed was "any proposals received after the deadline of 3:00 pm Central Time on November 5, 2019 will be returned unopened." Mr. Boyer was aware that FitLyfe was sending an RFP as they had spoken over the phone. Note: We did ask Fed Ex to put the label on the outside of the envelop, however they put it on the inside of the envelop so it was included.
2. Section 2-10 Procurement code of the city purchasing ordinance reads: (L) "Rejection of Bids and Proposals. The City Manager shall have the right to reject all submittals for a particular procurement (whether submitted as quotations, bids, proposals, or in some other format) and to authorize the reissuance (with or without revision) of the procurement. Any such rejection and reissuance may be timely appealed to the City Council in accordance with subsection (M), Protests." Mr Boyer, Purchasing Director, rejected the RFP from FitLyfe and based on the purchasing ordinance he isn't in position to do so.
3. Mr Boyer also stated that the proposal was rejected because it is not in the best interest of the city. We disagree and feel FitLyfe is in the best interest for the city for the following reasons:
 - FitLyfe offers a much more comprehensive solution than Humana
 - Fitlyfe is priced lower than Humana – saving tax dollars
 - Fitlyfe platform offers a turnkey flexible solution to increase employee engagement through the additional services and features that Humana does not provide.

We appreciate your time in reviewing our protest and look forward to hearing from you.

In Good Health,



Sam Salbi
CEO
FitLyfe

COUNCIL COMMUNICATION

Meeting Date: 01/09/2020

Item Title: Wellness & Rewards Vendor Selection

Department: Human Resources

Presented by: Pam Russell, Human Resources Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

City's Wellness & Rewards agreement with Humana Go365 which originally ended December 31, 2019 was extended and now ends January 31, 2020.

Staff Recommendation

Approve the selection of Humana Go365 as the administrator of the City's Wellness & Rewards provider and authorize the City to enter into an agreement with Humana Go365 through December 31, 2022.

Background Information

The City submitted a Request for Competitive Sealed Proposals on October 7, 2019 for a Wellness & Rewards Vendor. The City received three responsive and responsible proposals. Based on the proposals, staff selected Humana Go365. Humana Go365's proposal offered the best in terms of service and pricing.

Additionally, Humana Go365 has been the City's Wellness provider for the past three years and has provided employees with materials, programs, challenges and a reward system that encourages healthy life choices.

Council Priorities Served

Responsible budgeting

The City's wellness program is instrumental in maintaining as low as possible the cost of employee health care benefits.

Fiscal Impact

Funding for the Wellness Consultant is accommodated within the FY20 budget.

Attachments

Humana Go365 proposal

City of Murfreesboro Proposal



Effective Period: 1/1/2020 Through 12/31/2022

Please note all fees are quoted on a per member per month (PMPM) basis unless specified otherwise.

Total Administration Fee for Go365™ and HealthyFood:

Contract Period	Admin Fee PMPM
1/1/2020 - 12/31/2020	\$4.00
1/1/2021 - 12/31/2021	\$4.07
1/1/2022 - 12/31/2022	\$4.14

The following services are included in the monthly administration fee:

Go365 web portal content and Go365 App

Go365 Health Assessment (HA)

Designated account management: Account Management Professional, Consumer Engagement Professional, and Installation Administration Professional; in addition to onsite support for program launch

Unlimited Employer-sponsored Event (ESE) activities

Go365 Jackpot and Surprise Rewards

Call center administration and management

Access to Go365 Engagement Source, an online employer portal for electronic communication materials and templates

Employer Go365 reporting package including four standard reports: Activity, Member Engagement, Taxable Redemptions, and Wellness & Health Promotion Performance

Downloadable self-submission activity forms for biometric screenings, preventive services and other recommended activities

Access to over 5,000 national retail clinics for biometric screenings

Go365 Champs program: provides support to selected Covered Persons to enable them to successfully promote Go365 to their co-workers

Sleep, Nutrition, Fitness, Mindfulness, etc. tracking through various connected apps

Incentive structure designed to encourage members to engage in Go365 and achieve personal wellness goals

Employee discounts via Go365 Mall for food delivery, race entry fees, weight loss resorts, travel, etc.

Data feeds accommodating eligibility and network fitness facilities

Beacon technology for additional capability to record completed activities

Broad suite of online health improvement programs including calculators, conversations, and courses

HealthyFood Buy-up program

PMPM

Bucks Estimated Average (Billed Monthly):

\$2.92

The Bucks average payment of \$2.92 PMPM is an estimation. Actual rewards payment will be calculated monthly based on actual results and outstanding balance is available monthly on billing statements. Rewards cost increases with member engagement. Employers that promote engagement in the program may realize higher actual reward costs.

Caveats:

*Go365 Administration Fees are applied to all eligible members except dependent children. Eligibility cannot be determined by member opt in, and cannot be defined as active participation in the program.

*Go365 Administration Fee does not include the cost for biometric screening or Beacons.

*Preferred partner retail biometric screen cost is \$50-\$60 per participant and will be billed back to customer.

*Additional reports outside of standard self-service offerings may be subject to an additional fee.

*Additional fees apply for customized printing and mailing.

*Group must have 1,000 or more employees to be eligible for inbound preventive file feed service.

COUNCIL COMMUNICATION

Meeting Date: 07/09/2020

Item Title: Public Building Authority Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment to the Public Building Authority

Staff Recommendation

Approval by the City Council.

Background Information

The Board consists of 7 members appointed by the Mayor and approved by the City Council for six-year terms. There are 2 reappointments for approval with the term expiration of January 1, 2020.

Council Priorities Served

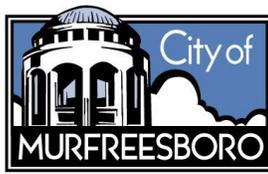
As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Fiscal Impacts

There is no fiscal impact related to the appointment.

Attachments:

Memo from Mayor McFarland



... creating a better quality of life.

January 9, 2020

Members of City Council

RE: Reappointments - Public Building Authority

As an item for a future Council agenda, I am recommending the reappointment of Wayne Belt and Ted LaRoche to the Public Building Authority.

Reappointments

Wayne Belt term expiring January 1, 2026

Ted LaRoche term expiring January 1, 2026

Sincerely,

Shane McFarland
Mayor

Administration Department

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