

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR SANITARY SEWER AND WATER DISTRIBUTION IMPROVEMENTS
COF CONTRACT NO 2014-0345**

This Agreement is between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Harpeth Associates LLC, (“Developer”), is entered into on this the __ day of _____, 2015, and is subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Harpeth Square PUD Subdivision, Development Plan Project # 4713 for approval (“Development”); and

WHEREAS, the Developer has been required as a condition of this approval to construct certain off-site sanitary sewer improvements (“Sewer Improvements”) and water distribution improvements (“Water Improvements”) that will become a part of the Franklin sanitary sewer system and water distribution system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin sanitary sewer and water distribution systems outside the Development; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-108 and 18-208 of the Franklin Municipal Code to be reimbursed for a portion of the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur, a cost of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in the construction of the Sewer Improvements and a cost of TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation, attorney fees for eminent domain proceedings associated therewith. Of these costs the City Engineer has determined that the additional cost of upsizing the Sewer Improvements as requested by the City is ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and that the cost of upsizing Water Improvements as requested by the City is TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00); and

WHEREAS, the determination as to eligible cost reimbursement is generally based upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the sanitary sewer and water distribution systems as a whole, i.e. the “cost of upsizing,”; and

WHEREAS, the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer and the City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the Sewer Improvements and Water Improvements shown on **Exhibit A** and **Exhibit B**, as may be further revised.
3. The total cost of Sewer Improvements for which Developer is eligible for reimbursement is ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), subject to the provisions of Section 5.
4. The total cost of Water Improvements for which Developer is eligible for reimbursement is TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00), subject to the provisions of section 6.
5. Reimbursement for the Sewer Improvements shall be made until such time as the eligible costs have been fully reimbursed by providing a credit to Developer against the Sanitary Sewer Access Fees that would otherwise be due from the Developer for the sanitary sewer connections within the Development.
6. Reimbursement for the Water Improvements shall be made until such time as the eligible costs have been fully reimbursed by providing; (i) a credit to Developer against the Water Line Access Fees that would otherwise be due from the Developer for the water main connections within the Development, and (ii) a payment to Developer of Water Access Fees paid by users located within the Water Recovery Area as shown in **Exhibit C** who are hereafter provided a connection to the Water Improvements as shown in **Exhibit B**.
7. Prior to acceptance of the Sewer Improvements and Water Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.
8. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
9. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and Water Improvements and the Developer expressly releases the City from any further claim. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Franklin Board of Mayor and Alderman on _____, 2015.

WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of RURAL PLAINS PARTNERSHIP, the within named bargainor, a general partnership, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by _____ self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)
) COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainer, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

WITNESS, my hand and seal on this the _ day of _____, 2011.

Notary Public
My Commission expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney