

**AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND
JAMES MCCONNELL AND FRANCESCA MCCONNELL
COF CONTRACT No. 2019-0051**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and **James Jason McConnell and Francesca French McConnell**, (“Property Owners”), on this the 21st day of MARCH, 2019, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Property Owners currently own the property known as DEERFIELD SECTION 2 LOT 29 (MAP 52 PARCEL 49) (hereinafter “Property”); and

WHEREAS, on October 24, 2018, the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

WHEREAS, the Board of Mayor and Aldermen (BOMA) approved this availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (RES 2019-07) contingent on the Property Owners and all future owners of the Property to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property; and

WHEREAS, the Property Owners shall be required to sign an annexation agreement allowing the City to annex the Property at whatever time the City deems desirable; and

WHEREAS, prior to applying for a Sewer Infrastructure Installation Permit, the Property Owners shall be responsible for having this Agreement recorded at the Williamson County Register of Deeds office; and

WHEREAS, the Property Owners shall be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sewer connection and required fees.

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

I. AGREEMENT OF SEWER AVAILABILITY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Property Owners shall be responsible for having this Agreement recorded with the Williamson County Register of Deeds office with a copy maintained in the City Recorder’s office in City Hall, Franklin, TN.
3. The BOMA approved the sewer availability at the January 22, 2019, Board of Mayor and Aldermen Meeting (Resolution No. 2019-07), contingent on the Property Owners and all future owners to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property.

4. Prior to construction activities, Property Owners are responsible for all fees as listed in FMC Title 18 and Appendix A – Comprehensive Fees and Penalties.
5. Property Owners shall be responsible for all costs to include but not limited to extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements.
6. Property Owners shall be responsible for reimbursing the City for all aforementioned fees and all construction costs within 60 days of completion of construction.
7. The Property Owners hereby covenant with City, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to sign this Agreement.
8. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
9. In the event the Property Owners sell the Property, all terms within this Agreement shall be transferred onto the new owners of the Property.

II. GENERAL TERMS AND CONDITIONS

1. Personal Liability.

No member, Mayor, Aldermen, official or employee of the City shall be personally liable to Property Owners, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Property Owners or successor or on any obligations hereunder.

2. Warranties/Limitation of Liability/Waiver.

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Property Owners to limit its liability shall be void and unenforceable.

3. Severability.

If any term or provision of the Contract is held to be illegal or unenforceable, the validity of enforceability of the remainder of the Contract will not be affected.

Approved by the Franklin Board of Mayor and Aldermen on Jan. 22nd, 2019.

WITNESS our hands on the dates as indicated.

PROPERTY OWNER:

**James Jason McConnell and
Francesca French McConnell**

By: [Signature]

Print Name: James Jason McConnell

By: [Signature]

Print Name: Fran F McConnell

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, James & Fran McConnell, 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 themselves to be _____, and that as such, _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 14th day of March, 2019.



Rhonda Baldwin
Notary Public
My Commission Expires: 10/30/2021

CITY OF FRANKLIN, TENNESSEE:

By: [Signature]
DR. KEN MOORE
Mayor

Date: 3-27-19

ATTEST:

By: [Signature]
ERIC S. STUCKEY
City Administrator

Date: 3-26-19

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 be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, 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 this 27 day of March, 2019.



[Signature]
Notary Public

My Commission Expires: 2/23/20

Approved as to form by:

[Signature]
Tiffani M. Pope, Staff Attorney