

**ANNEXATION AGREEMENT  
COF CONTRACT No. 2019-0052**

This Agreement is between THE CITY OF FRANKLIN, TENNESSEE ("City") and James Jason McConnell and Francesca French McConnell ("Owners"), and is entered into on this the 21<sup>st</sup> day of MARCH, 2019.

**WHEREAS**, the Owners have submitted an availability request for sanitary sewer service to the City; and

**WHEREAS**, the Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Sanitary Sewer Availability on January 22, 2019 (RES 2019-07); and

**WHEREAS**, the Conditions and Requirements to Obtain Sanitary Sewer Availability require annexation at such time the property becomes contiguous to the City's corporate limits or as determined by the BOMA.

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

1. Owners represent that they are the sole Owners of Tax Map 052 Parcel 049.00 recorded in Deed Book 7491 Page 89 located in Williamson County TN.
2. In Exchange for the City's agreement to allow Owners to connect their property to one or more of the City's Utility Systems, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City's systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City's systems.
4. All utilities serving Owners' property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the **Director of Planning and Sustainability** for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this Agreement to each and every person who buys all or a portion of Owners' property. The City shall have this Agreement recorded against the property at the Williamson County Register of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners'. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
15. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
16. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

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

WITNESS our hands on the dates as indicated.

**Owner**

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 \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_, and that as such, \_\_\_\_\_ and \_\_\_\_\_ 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



ATTEST:

By: Eric S. Stuckey  
Eric S. Stuckey  
City Administrator/Recorder

Date: 3-26-19

CITY OF FRANKLIN, TENNESSEE:

By: Dr. Ken Moore  
Dr. Ken Moore  
Mayor

Date: 3-26-19

STATE OF TENNESSEE )  
 )ss:  
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 as 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



Vicki L. Parr  
Notary Public  
My Commission Expires: 2/23/20

Approved as to form by:

Tiffani M. Pope  
Tiffani M. Pope, Staff Attorney