## AGREEMENT FOR REIMBURSEMENT OF COSTS FOR WATER DISTRIBUTION IMPROVEMENTS COF CONTRACT NO 2017-0084

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Dominion Senior Living of Franklin LLC, ("Developer"), entered into on this the \_\_\_\_ day of \_\_\_\_\_\_\_, 2017, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Watson Glen Subdivision, site plan, section 2 (Somerby) Project # 5766 for approval ("Development"); and

WHEREAS, the Developer has been required as a condition of this approval to construct certain off-site water distribution improvements ("Water Improvements"), which will become a part of the Franklin 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 water distribution systems outside the Development; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-108 [Main extensions and facilities funded in whole or in part by developers] of the Franklin Municipal Code to be reimbursed for a portion of the costs of construction of the said Water 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 SEVENTY-ONE THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$171,396.00) 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 the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs, the City Engineer has determined that the additional cost of upsizing Water Improvements as requested by the City is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09); and

WHEREAS, the determination as to eligible cost reimbursement is based generally 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 water distribution system as a whole, i.e. the "cost of upsizing," although 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 Water Improvements shown on Exhibit A, as may be further revised.
- 3. The total eligible cost associated with the Water Improvements for which Developer is eligible for reimbursement is NINE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 09/100 DOLLARS (\$9,586.09). Reimbursement for the Water Improvements shall be made until such time as the eligible

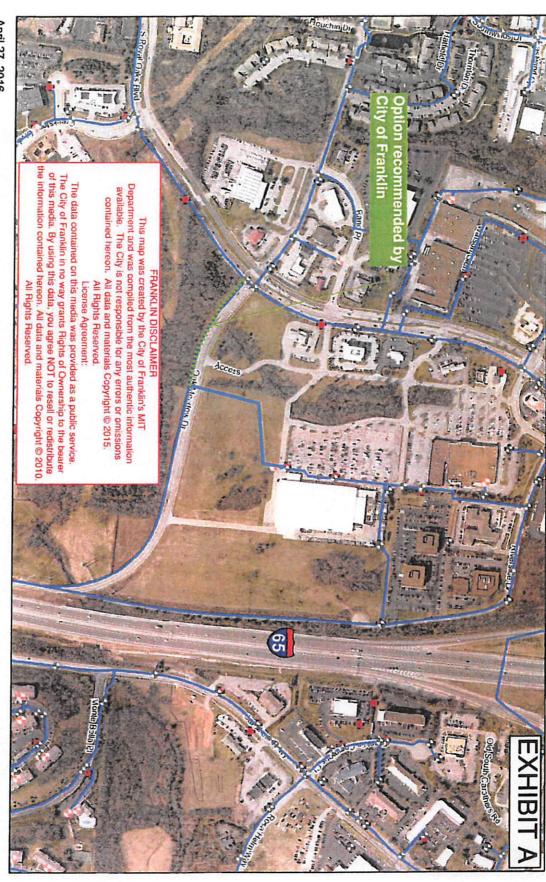
Law Dept. approved (2) 04.07.17

cost has been fully reimbursed by providing a payment to the Developer of Water Access Fees paid by the Developer.

- 4. Prior to reimbursement of the total eligible cost and acceptance of the 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.
- 5. 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.
- 6. 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 therefor. 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 May	or and Aldermer	on	, 2017.
WITNESS our hands on the dates as indicated.			
Contractor Developer			
Dominion Senior Living of Franklin LLC			
By: Dan B. Roafins	Title:	Authorized A	gent
Print Name: Dave B. Rodgers	Date:	07.10.17	
STATE OF TENNESSEE ALABAMA			
COUNTY OF WILLIAMSON JEFFERSON )			
Before me, JANINE HANSEN M.	ARSTON	- Nation Bubli	of sold County and
State, personally appeared DAVE B. RO	DGERS	. with w	hom I am personally
acquainted (or proved to me on the basis of satis	sfactory evidence	e), and who, upo	n oath, acknowledged
Self to be AVTHORIZED AGENT	(or other	r officer author	rized to execute the
instrument) of DOMINION PARTNERS, the within	named bargain	or, a general par	tnership, and that as
such executed the foregoing personally signing the name of the general partners.	instrument for ership by H1M_se	the purposes telf as ANTHOR 1	therein contained, by RED AGENT
Witness my hand and seal, at Office in 1	RM WGHAM	Alabama <del>Tennessee,</del> this _	lOth day of
Deminion Sectoral biomet Front 11 11 2	+	. 11	m
Dominion Senior Living of Franklin LLC	Jam	14	oun Illanston
	Notary Pu		
	My Comm	ission Expires:	JANINE HANSEN MARSTON
		8	Notary Public - State of Alabama My Commission Expires
Pa	ge 2 of 3	1	September 8, 2017

	CITY OF FRANKLIN, TI	ENNESSEE
	By:	Date:
	Dr. KEN MOO	ORE
	Mayor	
	Ву:	Date:
	ERIC S. STUCE City Administ	··-·
STATE OF TENNESSEE	) }ss:	
COUNTY OF WILLIAMSON	) )	
of satisfactory evidence), and Administrator, respectively, of municipality, and that as such M	ey, with whom I am personally acquaing who, upon oath, acknowledged the the City of Franklin, Tennessee, layor and City Administrator execute signing the name of the municipality	emselves to the Mayor and City the within named bargainor, a d the foregoing instrument for the
WITNESS, my hand and s	eal on this the day of	, 2017.
	Notary Public	•
	My Commission expir	es:
Approved as to form by:		
Shauna R. Billingsley City Attorney		



April 27, 2016

Water Meters

Water Tank Point Water Valves

Blow Off Valves

Air-Release Valve

- Water Main

**Booster Station** 

Water Valves

Water Main

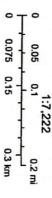
Water Lateral Pipe Water Flushing Zones Fire Hydrants

Flushing Zone 1

Flushing Zone 2

Abandoned Water Main

Flushing Zone 4 Flushing Zone 3



Source: Esri, DigitalGibbe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Gelmapping, Aerogrid, IGN, IGP, swisstopo, and