

**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

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 Mayor and Aldermen on _____, 2017.

WITNESS our hands on the dates as indicated.

~~Contractor~~ Developer

Dominion Senior Living of Franklin LLC

By: Dave B. Rodgers

Title: Authorized Agent

Print Name: Dave B. Rodgers

Date: 07.10.17

STATE OF ~~TENNESSEE~~ ALABAMA)

)

COUNTY OF ~~WILLIAMSON~~ JEFFERSON)

Before me, JANINE HANSEN MARSTON, a Notary Public of said County and State, personally appeared DAVE B. RODGERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be AUTHORIZED AGENT (or other officer authorized to execute the instrument) of DOMINION PARTNERS, the within named bargainor, a general partnership, and that as such HIM executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by HIM self as AUTHORIZED AGENT

Witness my hand and seal, at Office in BIRMINGHAM, ~~Tennessee~~ ^{Alabama}, this 10th day of JULY, 2017.

Dominion Senior Living of Franklin LLC

Janine Hansen Marston

Notary Public

My Commission Expires:



CITY OF FRANKLIN, TENNESSEE

By: _____ Date: _____

Dr. KEN MOORE
Mayor

By: _____ Date: _____

ERIC S. STUCKEY
City Administrator

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 to 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 on this the ____ day of _____, 2017.

Notary Public
My Commission expires: _____

Approved as to form by:

Shauna R. Billingsley
City Attorney

EXHIBIT A

Option recommended by
City of Franklin

FRANKLIN DISCLAIMER

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April 27, 2016

