

CITY OF FRANKLIN, TENNESSEE
PUBLIC LOW PRESSURE SANITARY SEWER AGREEMENT
COF CONTRACT NO 2010-0029

WHEREAS, the City of Franklin, Tennessee hereinafter referred to as the “City”, currently requires properties within its corporate limits to connect to an approved public sanitary sewer system; and

WHEREAS, the Jones Company, hereinafter referred to as the “Property Owner”, is the owner of Tax Map 80P, Group D, Parcels 43, 44, and 45, known as 167, 173, and 177 Chester Stephens Road, respectively, has requested connecting to the public sanitary sewer system for the three (3) lots by means of a low pressure sanitary sewer; and

WHEREAS, the nearest public sanitary sewer manhole that can be connected to by gravity is over 500 feet from the proposed lots and the construction and installation of a public sanitary sewer main to the proposed lots through the proposed Hurstbourne Subdivision has not been completed; and

WHEREAS, the Property Owner proposes to install a low pressure sanitary sewer system which complies with applicable state and City regulations and that is designed by an engineer licensed in Tennessee and approved for construction by the City of Franklin City Engineer; and

WHEREAS, to accommodate the needs of the Property Owner to allow for the construction of a new single-family dwelling on each lot, on March 23, 2010 the City of Franklin Board of Mayor and Alderman have approved allowing the use of a low pressure sanitary sewer system contingent on the conditions listed below; and

WHEREAS, the Property Owner, his successors or assigns, will be fully responsible for the cost of installing and maintaining the low pressure system on his property and connection to the City’s public sewer; and

WHEREAS, the Property Owner will construct the sanitary sewer for the three lots in a manner that will allow for them to be served by gravity in the future at his cost; and

WHEREAS, the Property Owner assures the City that he will accept full responsibility for the cost of connecting to the gravity sanitary sewer at the time that the Hurstbourne Subdivision sewer is completed and accepted by the City.

NOW, THEREFORE, the City and the Property Owner, 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 Property Owner of each lot may construct and maintain a low pressure sanitary sewer system pursuant to the terms of this Agreement and in accordance with state and City regulations provided all applicable permits are secured prior to commencing construction.
3. That the current and/or future owners of the three (3) lots be required to disband the use of the low pressure sanitary sewer system and connect to the approved municipal gravity sanitary sewer, in accordance with local requirements, at such time the main line of the Hurstbourne sewer is completed to the northern property line of Tax Map 80, Parcel 41, and accepted by the City; and
4. The Property Owner agrees to indemnify, defend and hold harmless the City its officials, representatives, agents, servants and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, losses, liens, whatsoever arising out of this wavier.
5. This agreement shall be recorded at the Register's Office of Williamson County, Tennessee. A copy of this recorded agreement shall be returned to the City of Franklin Engineering Department.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

ERIC C. STUCKEY

City Administrator/Recorder

Date: _____

JOHN C. SCHROER

Mayor

Date: _____

APPROVED AS TO FORM:

Shauna R. Billingsley, City Attorney

THE JONES COMPANY

Signature

Title: _____

Date: _____

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **John C. Schroer** 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/Recorder, respectively, of the City of Franklin, Tennessee, a municipal corporation, and that as such Mayor and City Administrator/Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator/Recorder.

WITNESS, my hand and seal on this the ____ day of _____, 2010.

Notary Public
My Commission expires: _____

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned 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 himself to be the _____ of The Jones Company and that as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the ____ day of _____, 2010.

Notary Public
My Commission expires: _____