

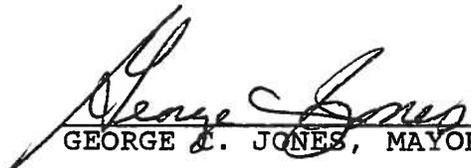
RESOLUTION NUMBER 87-06

R E S O L U T I O N

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE, that the proposed Sewer Availability and Expansion Agreement between the Town of Spring Hill and Town Center Associates, a copy of which is attached to this Resolution and made a part hereof, be and the same is hereby approved.

The Mayor and Recorder are hereby authorized to execute this instrument in behalf of the Town of Spring Hill.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE, this the 28 day of January, 1987.

  
\_\_\_\_\_  
GEORGE C. JONES, MAYOR

ATTEST:

  
\_\_\_\_\_  
JUNE QUIRK, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
ROBIN COURTNEY - TOWN ATTORNEY

SEWER AVAILABILITY AND EXPANSION AGREEMENT

This Agreement is made and entered into by and between the Town of Spring Hill, Tennessee, ("Spring Hill") and Town Center Associates ("Town Center") this 12<sup>th</sup> day of FEBRUARY, 1987.

W I T N E S S E T H:

WHEREAS, Spring Hill desires to expand its sewerage treatment facility in order to accommodate the increased and expected future increased demands on such facilities resulting from the Saturn Corporation project and related development; and

WHEREAS, Town Center anticipates developing certain real estate (the "Property") within Spring Hill, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, and such development as submitted by Town Center and approved by the Board of Mayor and Aldermen for Spring Hill in Ordinance No. 86-46 (the "Development") would require sewerage capacity in excess of that currently available from Spring Hill; and

WHEREAS, Town Center desires to make certain payments to Spring Hill prior to developing the Property in lieu of payment of availability charges and, or, sewerage tap fees, as set forth in Section 13-38(b) of Ordinance No. 86-42 (the "Availability Charges"), in order to enable Spring Hill to expand its sewerage facilities to the extent necessary to accommodate the said increased sewerage demands of Spring Hill of the Development; and

WHEREAS, Spring Hill has agreed to accept such payments and to so expand its sewerage facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Upon the execution of this Agreement, Town Center shall deposit immediately available funds in the amount of Six Hundred Seventy Five Thousand Dollars (\$675,000.00) into a special account of Spring Hill for sewerage system capital expansion at First Farmers and Merchants National Bank of Columbia. The \$675,000 amount represents a prepayment by Town Center equivalent to any and all Availability Charges for the Development's sewer discharge capacity into Spring Hill's sewerage treatment systems in the amount of 225,000 gallons per day. Until this capacity requirement is met, \$250,000.00 of the principal of this amount shall be used for no other purpose. When this capacity has been attained for the exclusive use of the Center, any funds remaining of the \$250,000.00 shall revert to the General Fund of the Town of Spring Hill to be expended as determined by the Board of Mayor of Aldermen. Any interest

arising from the deposit of these funds and the remaining \$425,000.00 may be expended for sewerage system purposes as determined by Spring Hill.

2. In return for the prepayment by Town Center of these Availability Charges, Spring Hill shall take the following action:

a) Immediately make available to Town Center for the Development 75,000 gallons per day of sewerage capacity.

b) Within sixty (60) days of the execution of this Agreement, Spring Hill shall have completed an engineering feasibility study to determine the best manner by which it shall expand its sewerage system to create an additional 150,000 gallons per day capacity for the Development.

c) Spring Hill hereby obligates and binds itself to expand its sewerage treatment facilities to meet the requirements of Town Center as its sewer discharge needs arise, in connection with its development of the Property, up to and including an additional 150,000 gallons per day, a total of 225,000 gallons per day.

d) On execution of this Agreement, the Mayor of Spring Hill is authorized to and shall write the Tennessee Department of Health that Town Center has immediately available 75,000 gallons per day in sewerage capacity for the Development.

3. Upon the completion of the new or expanded sewerage facilities, Town Center shall be allowed the equivalent of 225,000 gallons per day of sewerage capacity, or as much as needed by the Development up to that amount, in the Spring Hill sewerage system. Such capacity level shall be unconditional and may not be reduced thereafter, nor shall Town Center be subject to further or additional Availability Charges in connection with the Development.

4. This Agreement shall be binding upon the parties, their representatives, successors and assignees, and there are no understandings or agreements between the parties except as contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

TOWN OF SPRING HILL, TENNESSEE

BY: George C. Jones  
GEORGE C. JONES, MAYOR

ATTEST:

June Quirk  
JUNE QUIRK, RECORDER

TOWN CENTER ASSOCIATES

ATTEST:

Judy & Smiley

SMILEY & ATCHISON, TOWN  
CENTER, INC., ITS MANAGING  
GENERAL PARTNER

BY:

LARRY ATEMA, PRESIDENT

PRESIDENT

TOWN CENTER ASSOCIATES  
101 West Park Drive Suite 260  
Brentwood, TN 37027

87-4  
640

February 11 19 87

Pay to the order of TOWN OF SPRING HILL \$675,000.00

REGISTERED 675,000.00 DOLLARS Dollars



Nashville, Tennessee 37244

For Sewer Availability and Expansion Agreement

*Mark Spady*  
*David W. Blalock*

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