

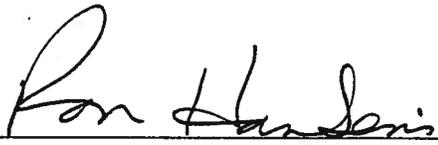
RESOLUTION NO. 97-7

**A RESOLUTION TO AUTHORIZE THE SIGNING OF  
AGREEMENTS WITH RER PROPERTIES, JOHN MAHER  
d/b/a COCHRAN TRACE LLC, AND MARVIN PARKER  
BUILDING AND DEVELOPMENT COMPANY, INC.  
FOR COOPERATIVE CONSTRUCTION OF A PORTION  
OF THE GRASSY BRANCH SEWER LINE**

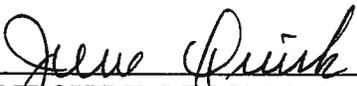
Whereas, after negotiations authorized by Resolution No. 96-47;

**BE IT THEREFORE RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE** that the Mayor is authorized to execute on behalf of the Town agreements with John Maher d/b/a Cochran Trace LLC, Marvin Parker Building and Development Company, Inc., and RER Properties for the cooperative construction of a portion of the Grassy Branch sewer line, copies of the agreements being attached to this Resolution.

Passed and adopted by this Board of Mayor and Aldermen of the Town of Spring Hill, Tennessee on the 20th day of January, 1997.

  
\_\_\_\_\_  
RON HANKINS, MAYOR

ATTEST:

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

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
N. HOUSTON PARKS, ATTORNEY

## AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1997 and between the Town of Spring Hill (hereinafter referred to as the "TOWN") and RER Properties (hereinafter referred to as the "DEVELOPER") concerning the construction of an 18 inch/24 inch interceptor sewer line, lift station and force main to accommodate the sewer needs of the development represented by the DEVELOPER.

### Section One General Description of Project

It is the intent of the TOWN is to construct and incorporate an 18 inch/24 inch gravity sewer interceptor from the north border of the former George Horne property, thence south across Duplex Road, thence south and down the edge of Grassy Branch Creek to a point of intersection of the former Linda Cochran property with the property owned by John Cochran and wife. The line will terminate at a temporary lift station located at this point. The lift station will serve the sewage needs of the DEVELOPER.

A force main, sized by the TOWN'S engineer, Highers, Koonce and Associates will be constructed in the same ditch as the 18 inch/24 inch interceptor. This force main will run from the lift station north to Duplex Road, thence across Duplex Road to the north boundary of the former George Horne property, thence along nearest route to the Wyngate pump station.

The project as described in this agreement will be designed by Highers, Koonce and Associates, the TOWN'S engineers, in coordination with the engineers for the DEVELOPER.

This project will be publicly bid. A 5% bid bond and 100% labor and material performance bond will be required. Award for construction will be made to the lowest and best bidder by the TOWN. The TOWN will be the sole judge of the competency of the contractor in deciding the award.

### Section Two Cost Allocation Between TOWN and DEVELOPER

RER Properties will pay to the TOWN the cost of an 8 inch sewer line with all appurtenances designed to accommodate by gravity all outfall from the George Horne property and extending to a point near the southeast corner of the George Horne property and adjacent to Duplex Road so that a lift station could then be used to lift all effluent out of the George Horne property. However this 8 inch line will be designed to extend the full length from the north side of the George Horne property to the south side of the same property.

The cost of the work as described will be paid for by the DEVELOPER. Monies due from the DEVELOPER has two components.

(a) Lift station, force main and road bore will be paid by a contribution from three different developers at the sum of \$25,000 from each of three developers, including DEVELOPER.

(b) The TOWN will pay the difference or "betterment" cost between the cost of construction of the 18 inch/24 inch gravity interceptor line, to include all appurtenances, between Duplex Road and the north side of the former George Horne property and an 8 inch line, in the same location, also to include all appurtenances. It is mutually agreed between the TOWN and the DEVELOPER that the monies owed by the DEVELOPER for the cost of an 8 inch line and appurtenances is \$14,870.00. A statement of this cost, by the TOWN'S engineer, based upon actual contractor unit bid prices, is attached to this agreement.

Therefore, the DEVELOPER will pay to the TOWN the total sum of \$39,870.00, payable as monies are due the contractor who does the work.

Any costs necessary for the acquisition of easements for the permanent TOWN system, described as an 18 inch/24 inch gravity interceptor sewer line, shall be borne by the TOWN.

### Section Three Miscellaneous Provisions

DEVELOPER will provide at no cost an easement so that the TOWN can construct a gravity sewer line to the Wyngate lift station. This line will be connected to the nearest line, as constructed by the DEVELOPER, near the northwest corner of the Horne property.

Time of contract completion shall be set by the TOWN'S engineer. Contract administration and field inspection and approval will be by the TOWN'S engineer.

Cost of the TOWN'S engineer services shall be borne by the TOWN. Cost of the DEVELOPER'S engineer services shall be borne by the DEVELOPER.

As partial percentage payments are paid to the contractor, the DEVELOPER will pay the same percentage of monies owed to the TOWN.

This agreement shall bind, and insure to the benefit of, the parties and their respective heirs, assigns, successors, and legal representatives.

The DEVELOPER shall not assign its responsibilities or rights under this agreement to any other person or entity without the prior written consent of the TOWN, which consent will not be unreasonably withheld.

This agreement shall be governed by and construed under the laws of the State of Tennessee.

If there is any dispute under this agreement, the parties will each make a good faith effort to resolve the dispute by negotiation or (with agreement of the parties) mediation. Any litigation under this agreement shall be filed in and adjudicated by a state court of competent jurisdiction in Maury County or Williamson County, Tennessee.

Executed by each party, with the date of the last signature being the effective date of this agreement as stated in the first paragraph above.

TOWN OF SPRING HILL, TENNESSEE

Date: \_\_\_\_\_

By: *Ron Hankins*  
Ron Hankins, Mayor

RER PROPERTIES

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dino Roberts, Partner

## AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1997 by and between the Town of Spring Hill (hereinafter referred to as the "TOWN") and Marvin Parker Building and Development Company, Inc. (hereinafter referred to as the "DEVELOPER") concerning the construction of an 18 inch/24 inch interceptor sewer line, lift station and force main to accommodate the sewer needs of the development represented by the DEVELOPER.

### Section One General Description of Project

It is the intent of the TOWN is to construct and incorporate an 18 inch/24 inch gravity sewer interceptor from the north border of the former George Horne property, thence south across Duplex Road, thence south and down the edge of Grassy Branch Creek to a point of intersection of the former Linda Cochran property with the property owned by John Cochran and wife. The line will terminate at a temporary lift station located at this point. The lift station will serve the sewage needs of the DEVELOPER.

A force main, sized by the TOWN'S engineer, Highers, Koonce and Associates, will be constructed in the same ditch as the 18 inch/24 inch interceptor. This force main will run from the lift station north to Duplex Road, thence across Duplex Road to the north boundary of the former George Horne property, thence along nearest route to the Wyngate pump station.

The project as described in this agreement will be designed by Highers, Koonce and Associates, the TOWN'S engineers, in coordination with the engineers for the DEVELOPER.

This project will be publicly bid. A 5% bid bond and 100% labor and material performance bond will be required. Award for construction will be made to the lowest and best bidder by the TOWN. The TOWN will be the sole judge of the competency of the contractor in deciding the award.

### Section Two Cost Allocation Between TOWN and DEVELOPER

Lift station, force main and road bore will be paid by a contribution from three different developers at the sum of \$25,000 from each of three developers, including DEVELOPER.

The DEVELOPER will pay to the TOWN the sum of \$25,000.00, payable as monies are due the contractor who does the work.

Any costs necessary for the acquisition of easements for the permanent TOWN system, described as an 18 inch/24 inch gravity interceptor sewer line, shall be borne by the TOWN.

Section Three  
Miscellaneous Provisions

The DEVELOPER will serve his development (Pipkin Hills Subdivision, the former Lorene Pipkin property) entirely by gravity sewer lines and will have right of access to gravity lines located on the adjacent property, the former Linda Cochran property.

Time of contract completion shall be set by the TOWN'S engineer. Contract administration and field inspection and approval will be by the TOWN'S engineer.

Cost of the TOWN'S engineer services shall be borne by the TOWN. Cost of the DEVELOPER'S engineer services shall be borne by the DEVELOPER.

As partial percentage payments are paid to the contractor, the DEVELOPER will pay the same percentage of monies owed to the TOWN.

This agreement shall bind, and insure to the benefit of, the parties and their respective heirs, assigns, successors, and legal representatives.

The DEVELOPER shall not assign its responsibilities or rights under this agreement to any other person or entity without the prior written consent of the TOWN, which consent will not be unreasonably withheld.

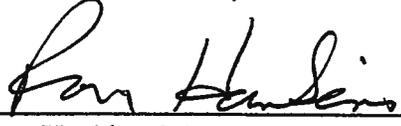
This agreement shall be governed by and construed under the laws of the State of Tennessee.

If there is any dispute under this agreement, the parties will each make a good faith effort to resolve the dispute by negotiation or (with agreement of the parties) mediation. Any litigation under this agreement shall be filed in and adjudicated by a state court of competent jurisdiction in Maury County or Williamson County, Tennessee.

Executed by each party, with the date of the last signature being the effective date of this agreement as stated in the first paragraph above.

TOWN OF SPRING HILL, TENNESSEE

Date: \_\_\_\_\_

By:   
Ron Hankins, Mayor

MARVIN PARKER BUILDING AND  
DEVELOPMENT COMPANY, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marvin Parker, President

## AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 1997 by and between the Town of Spring Hill (hereinafter referred to as the "TOWN") and John Maher d/b/a Cochran Trace LLC (hereinafter referred to as the "DEVELOPER") concerning the construction of an 18 inch/24 inch interceptor sewer line, lift station and force main to accommodate the sewer needs of the development represented by the DEVELOPER.

### Section One General Description of Project

It is the intent of the TOWN is to construct and incorporate an 18 inch/24 inch gravity sewer interceptor from the north border of the former George Horne property, thence south across Duplex Road, thence south and down the edge of Grassy Branch Creek to a point of intersection of the former Linda Cochran property with the property owned by John Cochran and wife. The line will terminate at a temporary lift station located at this point. The lift station will serve the sewage needs of the DEVELOPER.

A force main, sized by the TOWN'S engineer, Highers, Koonce and Associates, will be constructed in the same ditch as the 18 inch/24 inch interceptor. This force main will run from the lift station north to Duplex Road, thence across Duplex Road to the north boundary of the former George Horne property, thence along nearest route to the Wyngate pump station.

The project as described in this agreement will be designed by Highers, Koonce and Associates, the TOWN'S engineers in coordination with the engineers for the DEVELOPER.

This project will be publicly bid. A 5% bid bond and 100% labor and material performance bond will be required. Award for construction will be made to the lowest and best bidder by the TOWN. The TOWN will be the sole judge of the competency of the contractor in deciding the award.

### Section Two Cost Allocation Between TOWN and DEVELOPER

Lift station, force main and road bore will be paid by a contribution from three different developers at the sum of \$25,000 from each of three developers, including DEVELOPER.

The DEVELOPER will pay to the TOWN the sum of \$25,000.00, payable as monies are due the contractor who does the work.

Any costs necessary for the acquisition of easements for the permanent TOWN system, described as an 18 inch/24 inch gravity interceptor sewer line, shall be borne by the TOWN.

Section Three  
Miscellaneous Provisions

The DEVELOPER will make gravity sewer line easements available, at no cost, to the adjacent development (former Pipkin property) on the east side of the former Linda Cochran property for connection to the gravity sewer lines of the DEVELOPER

Time of contract completion shall be set by the TOWN'S engineer. Contract administration and field inspection and approval will be by the TOWN'S engineer.

Cost of the TOWN'S engineer services shall be borne by the TOWN. Cost of the DEVELOPER'S engineer services shall be borne by the DEVELOPER.

As partial percentage payments are paid to the contractor, the DEVELOPER will pay the same percentage of monies owed to the TOWN.

This agreement shall bind, and insure to the benefit of, the parties and their respective heirs, assigns, successors, and legal representatives.

The DEVELOPER shall not assign its responsibilities or rights under this agreement to any other person or entity without the prior written consent of the TOWN, which consent will not be unreasonably withheld.

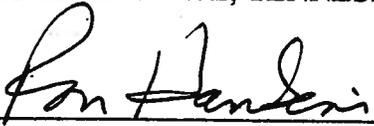
This agreement shall be governed by and construed under the laws of the State of Tennessee.

If there is any dispute under this agreement, the parties will each make a good faith effort to resolve the dispute by negotiation or (with agreement of the parties) mediation. Any litigation under this agreement shall be filed in and adjudicated by a state court of competent jurisdiction in Maury County or Williamson County, Tennessee.

Executed by each party, with the date of the last signature being the effective date of this agreement as stated in the first paragraph above.

TOWN OF SPRING HILL, TENNESSEE

Date: \_\_\_\_\_

By:   
Ron Hankins, Mayor

COCHRAN TRACE, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Maher, Member