RESOLUTION 25-41

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR OR MAYOR TO EXECUTE A HOLD HARMLESS AGREEMENT WITH THE DEVELOPERS OF THE EMBREY MULTI-FAMILY PROJECT

WHEREAS, the City of Spring Hill has issued Planning Commission approvals for construction of a clubhouse and eighteen (18) apartment buildings, ten (10) garages and associate infrastructure; and

WHEREAS, it has been requested that the City of Spring Hill issue building permits for the clubhouse, and Buildings 1 – 18, and the 10 garages; and

WHEREAS, the majority of the property is an active construction site with heavy construction equipment present; and,

WHEREAS, the infrastructure, including roadways, water and sewer service, necessary to meet project requirements and adopted fire code requirements has not been installed, tested, and approved; and,

WHEREAS, the City is charged with protecting the health, safety, and welfare of the general public; and

WHEREAS, the property owner/developer agrees to indemnify, release, defend, and hold harmless the City of Spring Hill and its employees, agents, officers, and directors from liability, losses, damages, costs, or expenditures of any nature related to injury or damage sustained on the property.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve an agreement to such end with the property owner/developer; and
2. Authorize the City Administrator or Mayor to sign the agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 3rd day of February, 2025.

_____
Jim Hagaman, Mayor

ATTEST:
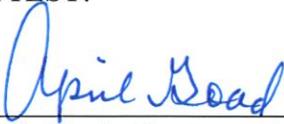
_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNITY AGREEMENT

This HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNITY AGREEMENT (this "Indemnity Agreement"), dated _____, 2025, is made by and between **EMBREY BUILDERS, LLC** (referred to as "Releasor") and **THE CITY OF SPRING HILL, TENNESSEE** (hereinafter "Spring Hill)

WHEREAS, Releasor has requested building permits from Spring Hill for certain improvements to be made at 2950 Crossing Circle, Legacy Pointe Phase 1 B (hereinafter referred to as "Site"); and

WHEREAS, the Site for said improvements does not yet meet the Spring Hill Fire Code requirements; and

WHEREAS, Spring Hill is willing to issue the requested building permits to Releasor for said Site, subject to Releasor's delivery of this Indemnity Agreement.

NOW, THEREFORE, for the parties agree as follows:

1. INDEMNIFICATION

Releasor hereby agrees to indemnify, release, defend, and hold harmless, Spring Hill and its respective employees, agents, officers, and directors (together, the "Indemnified Parties") from and against all actual liability, losses, damages, costs or expenses incurred by Spring Hill that are asserted by third parties as a direct result of the existence of unsatisfied Spring Hill Fire Code requirements at the time of the issuance of the building permits for the improvements to be located at the Site as set forth in Exhibit A hereto (collectively herein as "Indemnified Damages"). The Releasor has requested said building permits even though the Site of the improvements does not yet meet the Spring Hill Fire Code requirements. The indemnity obligations contained herein shall commence upon the issuance of the first issued building permit for the Site and this Indemnity Agreement shall expire when all Fire Code requirements of Spring Hill for the issuance of a building permit have been satisfied per Exhibit B.

2. LEGAL ACTION

Spring Hill will give Releasor prompt notice of any claims, actions, suits, or proceedings instituted against Spring Hill with respect to the subject of the indemnity contained herein, and shall provide to Releasor reasonable information and assistance in the defense thereof. Releasor agrees at its own expense to defend against any such claims, actions, suits or proceedings, rightfully or wrongfully instituted that constitute the Indemnified Damages; provided, however, that Spring Hill shall not settle any claim, action, suit or proceeding which imposes upon Releasor any obligation, or in any way prejudices the rights of Releasor, other than as set forth herein, without Releasor's written consent. Releasor agrees to satisfy any and all judgments

which may be rendered against Spring Hill in connection with the indemnified matters contained herein.

3. LIABILITY INSURANCE

During the term of this Agreement, Releasor will procure and maintain in full force and effect a liability insurance policy or policies, naming The City of Spring Hill, Tennessee, as an additional named insured, pursuant to this Indemnity Agreement.

4. BENEFIT

This Indemnity Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.

5. TERM; TERMINATION

This Indemnity Agreement shall continue in full force and effect until the Site satisfies all Fire Code requirements of Spring Hill.

6. MISCELLANEOUS

This Indemnity Agreement constitutes the entire agreement of the parties with respect to the matters hereto. The terms set forth in this Indemnity Agreement supersede, amend, alter and control any similar or related terms set forth in contracts, agreements or other documents or oral understandings. No related terms set forth in any contracts, agreements, invoices or purchase orders exchanged between the parties or their affiliates at any time will have any effect on the terms set forth in this Indemnity Agreement.

This Indemnity Agreement shall be governed by the laws of the State of Tennessee, without regard to conflict of law principles. Venue shall be in the Circuit Court for Maury County for any and all disputes arising under this Agreement. No amendment, waiver or modification of the provisions hereof shall be valid unless in writing and signed by the parties hereto and then only to the extent therein set forth. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents reasonably necessary, appropriate or desirable, to carry out the provisions of this Indemnity Agreement. Every covenant, term, and provision of this Indemnity Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. If any one or more of the provisions of the Indemnity Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Indemnity Agreement will not in any way be affected or impaired thereby. If any provision of this Indemnity Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable. This Indemnity Agreement may be signed via facsimile and in one or more counterparts, each of which, when executed, shall be deemed an original, and all of which taken together shall constitute one and the same document.

Each party represents that the person executing this Indemnity Agreement has the power and authority to bind such party to the obligations herein.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnity Agreement effective the day and year first written above.

EMBREY BUILDERS, LLC

By:_____
      HELENA FINLEY, Managing Director &
      Executive Vice President of Construction

THE CITY OF SPRING HILL

By:_____
      JIM HAGAMAN, Mayor

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Document comparison by Workshare Compare on Friday, January 31, 2025
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Document 2 ID	netdocuments://4914-1530-2164/4
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