

**RESOLUTION 21-65**

**A RESOLUTION TO APPROVE A PERMANENT EASEMENT AGREEMENT WITH  
GENERAL MOTORS AND MAURY COUNTY INDUSTRIAL DEVELOPMENT  
BOARD FOR A WATER BOOSTER PUMP STATION**

**WHEREAS**, the City of Spring Hill is currently in a contract with Columbia Power and Water Systems ("CPWS") to purchase treated water from CPWS at a maximum of 2.88/MGD; and

**WHEREAS**, the City's existing water pump station on US-31/Main Street has the capacity to withdraw a maximum of 1.00/MGD; and

**WHEREAS**, the City desires to install a new water booster pump station on US-31/Main Street in order to purchase the maximum daily amount of water of 2.88/MGD from CPWS to meet the growing needs and demands of the City; and

**WHEREAS**, the proposed location requires a permanent easement agreement with General Motors and Maury County Industrial Development Board on which to install the booster station; and

**WHEREAS**, City staff recommends approval of a permanent easement agreement consisting of approximately 13,474 S.F.

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

1. Approve a permanent easement agreement between the City and General Motors and Maury County Industrial Development Board for a water booster pump station.
2. Authorize the Mayor to sign the easement agreement attached hereto.

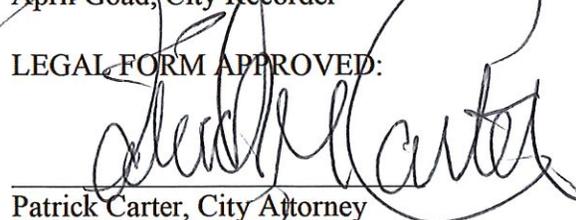
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of May, 2021.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 21-65*  
**SUBMITTED BY:** Missy Stahl, CIP Director  
**DATE:** May 3, 2021  
**RE:** To approve a permanent easement agreement with General Motors and Maury County Industrial Development Board for a water booster pump station  
**ATTACHMENTS:** Draft easement agreement

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**PURPOSE:**

The purpose of this resolution is to approve a permanent easement agreement with General Motors and Maury County Industrial Development Board for a new water booster pump station.

**BACKGROUND:**

The City of Spring Hill is currently in a contract with Columbia Power and Water Systems to withdraw a maximum amount of treated water of 2.88/MGD. Our current pump station on US-31/Main Street only has the capability to withdraw a maximum of 1.00/MGD. The City desires to install a new booster pump station on US-31/Main Street south of the current location that will allow the maximum 2.88/MGD of water per day be withdrawn. This additional water is needed to serve the growing needs and demands of the City, especially during the peak summer months.

The location of the proposed pump station requires a permanent easement from General Motors and Maury County Industrial Development Board as well as the Maury County Board of Education. Both agreements have been approved by the respective agencies and are currently in the process of being signed by each.

**FINANCIAL IMPACT:**

There is no financial impact for the permanent easements.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 21-65 to:

1. Approve a permanent easement agreement between the City and General Motors and Maury County Industrial Development Board for a water booster pump station.
2. Authorize the Mayor to sign the agreement attached hereto.

[Confirm that this document is in recordable form]

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between GENERAL MOTORS LLC, a Delaware limited liability company (“**Grantor**”), and the CITY OF SPRING HILL, TENNESSEE (“**Grantee**”).

### **RECITALS:**

A. Grantor is the lessee of certain property located in Maury County, Tennessee as described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”) pursuant to that certain Amended and Restated Lease Agreement dated as of December 19, 2013, between The Industrial Development Board of Maury County, Tennessee, a public corporation and governmental instrumentality of the State of Tennessee, as lessor, and Grantor, as lessee, as amended by that certain First Amendatory Lease Agreement dated October 31, 2014, that certain Second Amendatory Lease Agreement dated December 29, 2015, that certain Third Amendatory Lease Agreement dated December 8, 2017, that certain Fourth Amendatory Lease Agreement dated July 30, 2018, and that certain Fifth Amendatory Lease Agreement dated December 14, 2018 (collectively, the “**Lease**”).

B. Grantor has the right to encumber the Property under the Lease, and Grantee has requested that Grantor provide Grantee with an easement over a portion of the Property.

C. Grantor is willing to provide Grantee with the easement pursuant to the terms of this Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1) **RECITALS:** The Recitals above are true and are incorporated into the body of this Agreement.
- 2) **GRANT:** Subject to the terms and conditions of this Agreement, Grantor grants to Grantee a non-exclusive easement (the “**Easement**”) in and across that portion of the Property described on **Exhibit B** attached hereto and made a part hereof and depicted on **Exhibit C** attached hereto and made a part hereof (the “**Easement Area**”), solely for the following purposes: (A) the area labeled on **Exhibits B and C** as the “**Booster Station Easement**” shall be for the sole purposes of constructing, operating, maintaining, repairing, inspecting, replacing, and removing a water booster station as more particularly shown on **Exhibit C** (the “**Booster Station**”), (B) the area labeled on **Exhibits B and C** as the “**Underground Pipeline Easement**” shall be for the sole purposes of constructing, operating, maintaining, repairing, replacing, and removing underground pipelines for the transmission and distribution of water (the “**Lines**” and together with the Booster Station the “**Water Equipment**”), and (C) the area labeled on **Exhibits B and C** as the “**Access Easement**” shall be for the sole purposes of vehicular and pedestrian ingress and egress to and from the Booster Station Easement (together the “**Permitted Use**” and each also a “**Permitted Use**”).
- 3) **TERM:** Grantor may terminate this Agreement in the event that (A) Grantee fails to fulfill any of its duties or obligations hereunder unless waived in writing by Grantor, (B) the Easement is vacated or abandoned, or (C) Grantee stops supplying water to the Property. If this Agreement is terminated, then at Grantor’s request Grantee shall, at Grantee’s sole cost, execute any and all documents or instruments

required, and hereby appoints Grantor as its attorney-in-fact to execute any and all such documents and instruments on Grantee's behalf, to remove the Easement from the Property and the applicable public records.

- 4) **REPAIR AND REPLACEMENTS:** Grantee shall, at its sole cost, repair any damage to the Property caused by Grantee or any of Grantee's employees, agents, contractors, invitees, or others who are present at the Property for or on behalf of Grantee (together, the "**Grantee Parties**").
  
- 5) **THE WATER EQUIPMENT:**
  - a) **OWNERSHIP:** The Water Equipment shall be the sole property of Grantee subject to the other terms and conditions of this Agreement.
  - b) **RELOCATION:** Grantor has the right, from time-to-time but at Grantor's sole cost and expense, to elect that Grantee relocate the Water Equipment (and/or to relocate any part of the Easement) if Grantor determines, in its sole discretion, that it would be necessary or convenient to do so in connection with Grantor's use of the Property.
  - c) **WORK:** Grantee shall, at Grantee's sole cost, construct, operate, maintain, repair, and replace the Water Equipment in a good and workmanlike manner and in accordance with the other terms and conditions of this Agreement including, without limitation, the following:
    - i) **Approval.** Before beginning any construction, installation, maintenance, repairs, replacements, or other work (collectively, "**Work**") under this Agreement, Grantee shall request Grantor's prior written consent, which Grantor may grant or withhold in its reasonable discretion. Such requests shall be in writing and shall include all of the plans and specifications for such Work. If Grantor fails to grant or withhold its consent in writing within ten (10) business days after receiving Grantee's written request, then Grantor shall be deemed to have granted its consent to such request.
    - ii) **Access.** To access the Easement Area through the Access Easement, Grantee shall first request Grantor's prior written consent at least two (2) business days in advance.
    - iii) **Emergencies.** Notwithstanding the foregoing provisions of this Section, in an emergency (*i.e.*, any circumstance that would pose an objectively reasonable risk to the health or safety of persons or property), Grantee need only give as much prior notice, if any, as is reasonably practical before accessing the Easement Area or performing Work.
    - iv) **Notices.** Notwithstanding **Section 20** below, Grantor may elect, by notifying Grantee at the email address set forth in **Section 20** below or by written notice under **Section 20**, that notices under this Section be given by email to email addresses selected by each party from time to time. Such email notices shall be deemed delivered on the same business day as transmitted (read receipt requested, with confirmation not to be unreasonably withheld, conditioned or delayed) so long as sent before 5:00 p.m. Eastern time on a business day.
  
- 6) **PUBLIC RECORDS:** The Easement is subject to any and all matters of record and those matters which a personal inspection or an accurate survey of the Property would reveal. GRANTEE ACCEPTS THE EASEMENT AND EASEMENT AREA "**AS IS.**" GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANY OF GRANTOR'S AFFILIATES (AS HEREINAFTER DEFINED) HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO (A) FITNESS, DESIGN, OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (B) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (C) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (D) COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS (E) LOCATION, (F) USE, (G) OPERATION, OR (H) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE (AS HEREINAFTER

DEFINED); AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN INSPECTED BY GRANTEE AND IS SATISFACTORY TO IT FOR THE PERMITTED USE. IN THE EVENT OF ANY DEFECT, DEFICIENCY, OR CONDITION, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION, IN OR OF ANY OF THE PROPERTY OF ANY NATURE, WHETHER LATENT OR PATENT, GRANTOR SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. GRANTEE RELEASES AND DISCHARGES GRANTOR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, ANY THAT ARISE UNDER ANY ENVIRONMENTAL LAWS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 7) **ACCESS:** Grantee may access the Booster Station Easement and Underground Pipeline Easement via the Access Easement, provided that Grantee remains on the paved road, uses reasonable efforts to minimize interrupting Grantor's business, observes all of the Property rules and regulations, including, without limitation, all safety requirements, and repairs or replaces any damage caused by Grantee's accessing the Easement Area or the Property. No tailgating, cooking, loitering, firearms, or weapons of any kind shall be permitted on the Property. Grantee acknowledges and agrees that it is expressly prohibited from using any portion of the Property other than the Access Easement to access the Booster Station Easement and Underground Pipeline Easement.
- 8) **COMPLIANCE WITH GRANTOR RULES:** Grantee shall comply with all rules, regulations, guidelines, procedures, protocols, directives, and the like established from time to time by Grantor relating to the Property (collectively, the "**Rules and Regulations**") The initial Rules and Regulations include, but are not limited to, the following: No tailgating, cooking, loitering, firearms, or weapons of any kind are permitted on the Property.
- 9) **SUPERVISION:** Grantee shall be solely responsible during the term of this Agreement for all Work. Grantee shall take all reasonable precautions, including, but not limited to, posting signs and placing fencing and barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Area. Grantee shall also be responsible for and take all reasonable precautions for the protection of all persons and of real and personal property situated on the perimeter adjacent to or abutting the Easement Area.
- 10) **CONFORMITY WITH LAW:** Grantee's use of the Easement Area, including, without limitation, all Work, shall be in conformity with safe practices and shall at all times be in compliance with all applicable local, state, and federal laws, statutes, rules, and regulations ("**Applicable Law**" or "**applicable law**"). Grantee shall be solely responsible for obtaining and maintaining any and all permits or other easements required for Grantee to use the Easement Area for the Permitted Use.

Grantee acknowledges and agrees that wetlands or protected habitat may be present in, or in close proximity to, the Easement Area. Grantee covenants that Grantee shall be responsible, at its sole cost and expense and in accordance with all applicable laws, for any wetlands mitigation or protected habitat considerations that may be necessary as a result of Grantee's use of the Easement Area. Any proposed wetlands mitigation or protected habitat considerations by Grantee shall be subject to Grantor's prior written approval, which approval shall be granted or denied in its sole discretion.

Grantee acknowledges and agrees that any and all soil and/or debris management and surface water and/or groundwater management required or necessary because of excavation, construction or soil disturbance related to Grantee's use of the Easement Area, is the sole obligation and liability of Grantee; provided, however, in the event Grantee identifies the presence, or the potential presence, of

any Hazardous Substances (as defined below) in or about the Easement Area or the Property while working on the Easement Area, Grantee shall immediately cease such excavation, construction or improvement activity and shall promptly notify Grantor. Thereafter, any further activity at the impacted area shall commence only upon the agreement of Grantor and after having taken into consideration whether any corrective action may be necessary.

11) **INSURANCE:** Prior to any Work and throughout the term of this Agreement, Grantee and its contractors (if applicable) shall obtain and maintain, at Grantee's and its contractors' sole cost and expense, and keep in force for the benefit of Grantee, with Grantor named as an additional insured, insurance policies providing the following coverages:

- (a) A policy of commercial general public liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Easement Area, and all other areas adjacent to the Easement Area, with such policy to be in the minimum amount of Five Million Dollars (\$5,000,000) combined single limit per occurrence, for personal injury and property damage;
- (b) Worker's compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;
- (c) A policy of business automobile liability insurance, including owned, non-owned, and hired automobile insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence combined single limit for bodily injury and property damage;
- (d) Excess liability of Ten Million Dollars (\$10,000,000) per occurrence and aggregate; and
- (e) Such other insurance, in such amounts and in such form as may reasonably be required by Grantor from time to time during the term of this Agreement.

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Grantor; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; (iii) with the exception of worker's compensation insurance, insure and name Grantor as an additional insured as its interests may appear; and (iv) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Grantee (or its employees, agents, contractors or invitees) arising under or out of this Agreement. On or before the execution of this Agreement by the parties herein, Grantee shall deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy, with the exception of worker's compensation insurance (and any renewal or extension thereof), required to be carried hereunder shall provide that, unless Grantor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Grantor's prior written approval).

Grantee shall not do or permit to be done any act or thing upon the Easement Area that will invalidate or be in conflict with any insurance policies covering the same. Grantee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance

policies, and shall not do or permit anything to be done in or about the Easement Area that shall increase the rate of insurance on the Property.

- 12) **INDEMNIFICATION:** Grantee shall defend, indemnify, protect, and save harmless Grantor and its Affiliates (as defined below), and their respective members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (together, the “**Grantor Parties**”) from and against any and all claims, actions, causes of action, suits, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, that arise from or relate to: (i) any act or omission of Grantee or any Grantee Party; (ii) any default of this Agreement or any provision hereof by Grantee; (iii) the presence of Grantee’s property or equipment on the Easement Area including, without limitation, the Water Equipment; (iv) injury to person or property or loss of life sustained in or about the Easement Area; or (v) any violation by Grantee of any environmental law or the release of any Hazardous Substances (as defined below) at, in, on or under the Property as a result of Grantee’s use of the Easement Area, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Grantee’s obligations under this paragraph shall survive the termination of this Agreement. “**Affiliate**” means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. “**Person**” means an individual, partnership, limited liability company, association, corporation or other entity. Grantee waives (but only for the purpose of this indemnity provision) any provision of any workers’ compensation act or other similar law whereby Grantee could preclude its joinder by the Grantor as an additional defendant, or avoid liability for damages, contribution, or indemnity in any legal action where Grantee employees, employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death, brings an action at law against any Grantor.
- 13) **WAIVER OF RESPONSIBILITY:** Neither Grantor nor the Grantor Parties shall be liable for, and Grantee waives and covenants not to sue for, all claims for loss or damage, economic or otherwise, to Grantee’s business or damage to person or property (tangible or intangible) sustained by Grantee or any person claiming by, through or under Grantee resulting from any accident or occurrence in, on or about the Property, or any part of the Easement Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever. To the maximum extent permitted by law, Grantee shall use and occupy the Easement Area at Grantee’s own risk.
- 14) **VACATION OF PROPERTY:** Upon vacating the Easement Area, Grantee shall, at its sole cost, (A) repair any damage to the Easement Area and the Property caused by Grantee’s use thereof or caused by Grantee’s removal of the Water Equipment or Grantee’s materials, equipment, or other property therefrom, and (B) restore the Easement Area to substantially the same condition as existed before Grantee first began using the Easement Area for the Permitted Use.
- 15) **HAZARDOUS SUBSTANCES AND PROHIBITED USE:**
- a) Grantee and the Grantee Parties shall not at any time cause or permit any Hazardous Substances to be brought upon, kept, used, or released in, on, or about the Easement Area or the Property. “**Hazardous Substances**” are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and

regulated under CERCLA, 42 U.S.C. § 9601 et seq., RCRA, 42 U.S.C. § 6901 et seq., TSCA, 15 U.S.C. § 2601 et seq., or any similar state statute, regulation, or order.

b) Grantee shall, if requested by Grantor, cooperate to produce any required reporting under environmental laws.

c) Grantee shall: (i) comply with Applicable Law including, without limitation, all applicable Federal, State, and local environmental laws, rules, regulations, and codes, (ii) comply with all requirements of this Agreement, and (iii) take such actions as may be reasonably required to protect the Easement Area and the Property against environmental liabilities. Without limiting the foregoing, if the presence of any Hazardous Substances on or about the Easement Area or the Property caused or permitted by Grantee, either before or after the date of this Agreement, results in any contamination of any portion of the Easement Area or the Property or Grantee is in noncompliance with any legal requirements or Agreement requirements, Grantee shall promptly take all actions at its sole cost as are necessary to (x) return the Easement Area or the Property to the condition existing prior to the introduction of any such Hazardous Substances, or (y) cure the noncompliance matter, subject to obtaining Grantor's prior written consent to the actions to be taken by Grantee.

d) Grantee acknowledges that Grantor has the right to continued access to the Easement Area during the term of this Agreement to: (i) investigate and remediate any environmental concerns on the Property, and (ii) periodically conduct inspections to determine Grantee's conformance with legal requirements and Agreement requirements. In doing so, Grantor shall exercise reasonable efforts to avoid unreasonably interfering with Grantee's operations on the Easement Area. Grantee shall provide Grantor with all keys, access codes, or other items required to access the Easement Area and with all reasonable cooperation in Grantor's inspections, investigations, and remediation, if any, including, without limitation, the prompt removal or relocation of vehicles on the Easement Area.

e) In the event Grantor's inspections disclose any matter of nonconformance with legal requirements or Agreement requirements, Grantor shall notify Grantee in writing and Grantee shall promptly take all actions necessary, to Grantor's reasonable satisfaction, to remedy such nonconformance. Notwithstanding the foregoing, in the event Grantee fails to fulfill any of its obligations or covenants herein related to Hazardous Substances, Grantor shall have the right to take any and all actions with respect to any such Hazardous Substances, including, without limitation, taking remedial or cleanup actions to address any spills or discharges not properly handled by Grantee, to Grantee's detriment and at Grantee's sole cost. In addition, Grantor shall have all of its rights and remedies at law or in equity, including, without limitation, the right to immediately terminate this Agreement.

f) Grantee shall promptly notify Grantor of any (i) enforcement, clean-up, removal or other governmental or regulatory action concerning the Property instituted, completed or threatened pursuant to any environmental law, (ii) claim made or threatened by any Person against Grantor and/or Grantee, or the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, (iii) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance removed from the Property including any complaints, notices, warnings, reports or asserted violations in connection therewith, and (iv) Hazardous Substance that Grantee knows has been, or will come to be, released or located within, under or about the Property.

g) This Section shall survive the termination of this Agreement.

- 16) **WASTE OR NUISANCE:** Grantee shall not commit, or suffer any Grantee Party to commit, waste or nuisance upon the Easement Area or the Property.
- 17) **PROTECTION FROM LIENS:** Grantee shall keep the Easement Area and the Property free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, in connection with this Agreement.
- 18) **TAXES:** Grantee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against or with respect to all of Grantee's personal property and equipment located or to be located on the Easement Area.
- 19) **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state in which the Property is located
- 20) **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received two (2) business days after being sent by overnight delivery service, all to the following addresses:

If to Grantor:                    General Motors LLC  
    300 Renaissance Center  
    Mail Code: 482-C23-A68  
    Detroit, Michigan 48265  
    Attn: Corporate Secretary

If to Grantee:                    City of Spring Hill  
    199 Town Center Parkway  
    Spring Hill, Tennessee 37174  
    Attn: \_\_\_\_\_

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

- 21) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.
- 22) **REVIEW:** Grantee has had the opportunity to review this Agreement with its legal, tax, or other advisors. Grantee has carefully and fully read this Agreement and understands all of its rights and alternatives. In executing this Agreement, Grantee acknowledges that Grantee's decisions and actions are entirely voluntary and free from any mental, physical, or economic duress.
- 23) **ENTIRE AGREEMENT; MODIFICATION:** This Agreement constitutes and contains the entire and only existing and binding agreement between Grantor and Grantee concerning the Easement, and supersedes all prior and contemporaneous negotiations, agreements, proposed agreements, and understandings, if any, between the parties concerning the subject matter of this agreement. This Agreement may only be amended or modified in writing and signed by both parties.
- 24) **ASSIGNMENT:** Grantee shall not sell, assign or transfer this Agreement or any interest herein without the prior written consent of Grantor, which Grantor may grant or withhold in its sole discretion. Any change or transaction (or series of transactions) resulting in direct or indirect change in ownership or voting control of Grantee, whether as a result of merger, consolidation,

issuance of additional equity interest, sale of assets, operation of law or otherwise, shall be deemed an assignment for purposes of this Section. Notwithstanding the preceding sentences of this Section, Grantee may assign or transfer this agreement to an entity that is the successor-in-interest to Grantee's business and that supplies water to the Property.

- 25) **LEASE**: Grantee acknowledges and agrees that the Easement Area is subject to the terms and conditions contained in the Lease and that it will perform all obligations and comply with all obligations of the lessee under the Lease as they pertain to the Easement and Easement Area.
- 26) **JURY TRIAL WAIVER**: Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any litigation or other dispute arising out of or relating to this Agreement.
- 27) **SEVERABILITY**: If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar to such void or unenforceable provision as may be possible and be valid and enforceable.
- 28) **WAIVERS**: No right under this Agreement may be waived except by written instrument executed by the party waiving such right and no such written waiver shall be deemed a waiver of a future exercise of such right. No breach of this Agreement may be waived except by written instrument executed by the non-breaching party and no such written waiver shall be deemed a waiver of any preceding or succeeding breach. No consent or approval required or permitted by this Agreement if given shall be deemed a consent or approval to any subsequent or other act or omission.
- 29) **HEADINGS**: The headings of Sections of this Agreement are for convenience and reference only and do not modify the Sections in which they appear.
- 30) **THIRD PARTIES**: Access to the Easement Area under this Agreement is limited only to those Grantee Parties who have a legitimate need to use the Easement Area for the Permitted Use, and Grantee shall cause the Grantee Parties to comply with the terms and conditions of this Agreement.
- 31) **NO PUBLIC DEDICATION**: Nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement shall be strictly limited to the purposes set forth in this Agreement. Accordingly, and not in limitation of the preceding sentence, this Agreement shall not oblige Grantor to grant Grantee (or any other party) any additional easements (or any other rights) whether or not related to the matters set forth in this Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first written above.

GENERAL MOTORS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, State of Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of General Motors LLC, a Delaware limited liability company, on behalf of said company.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
Acting in \_\_\_\_\_ County \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public  
Acting in the County of Wayne, Michigan  
My Commission Expires: \_\_\_\_\_

[Signature pages continue.]

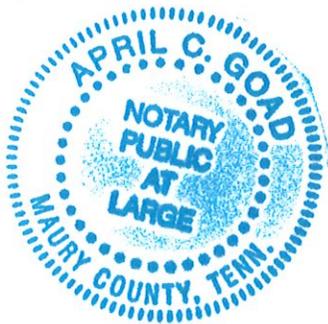
CITY OF SPRING HILL, TENNESSEE

By: \_\_\_\_\_  
Name: Jim Hagaman  
Title: Mayor

STATE OF TENNESSEE     )  
  ) SS:  
COUNTY OF                    )

BEFORE ME, a Notary Public in and for said county and state, personally appeared Jim Hagaman, as Mayor of the City of Spring Hill, Tennessee, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 17<sup>th</sup> day of May, 2021.



April C. Goad  
Notary Public  
Print Name: APRIL C. GOAD

Acknowledged and consented to by the Industrial Development Board of Maury County, Tennessee:

INDUSTRIAL DEVELOPMENT BOARD OF MAURY COUNTY, TENNESSEE, a public corporation or government instrumentality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE     )  
  ) SS:  
COUNTY OF                    )

BEFORE ME, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the Industrial Development Board Of Maury County Tennessee, who acknowledged that he/she did execute the foregoing instrument for and on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

This Instrument Prepared By:

General Motors LLC  
Legal Staff  
300 Renaissance Center  
Mail Code: 482-C25-A68  
Detroit, MI 48265  
Attn: Real Estate Attorney

When recorded return to:

General Motors LLC  
Global Real Estate  
300 Renaissance Center  
Mail Code: 482-C19-GRE  
Detroit, MI 48265  
Attn: Holly A Milewski

**EXHIBIT A**  
**THE PROPERTY**  
**[TO BE ADDED.]**

**EXHIBIT B**

**EASEMENT AREA**

**BOOSTER STATION EASEMENT:**

Being a portion of a tract of land known as Parcel 011.00, Map 42 and being the property of the Industrial Development Board of Maury County, Book 757, Page 672, R.O.M.C., TN. Said portion being a Permanent Utility Easement depicted in the Exhibit – “Permanent Utility Easement” and is more particularly described as follows:

COMMENCING at an existing concrete monument (TRUE POINT OF BEGINNING), said point being a southeastern property corner of the subject property, said point also being along the western right-of-way of U.S. Hwy 31 (State Route 6);

THENCE, North 43°10'24" West, 119.00 feet to a point;

THENCE, South 46°49'36" West, 106.34 feet to a point, said point also being on the eastern property line of Maury County Board of Education, Book 843, Page 562, R.O.M.C., TN;

THENCE, South 43°10'24" East, 134.42 feet to a point, said point also being on the eastern property line of Maury County Board of Education, Book 843, Page 562, R.O.M.C., TN, said point also being along the western right-of-way of U.S. Hwy 31 (State Route 6);

THENCE, North 38°34'33" East, 107.45 feet to the TRUE POINT OF BEGINNING.

An existing 30-foot private utility easement is contained within this Permanent Utility Easement bound by the western property line and southern property line/western right-of-way of Parcel 011.00, Map 42.

The above-described easement contains 13,474 S.F. or 0.31 acres.

**UNDERGROUND PIPELINE EASEMENT:** [To be added.]

**ACCESS EASEMENT:** [To be determined.]



**AGREEMENT FOR WATER SERVICES**  
**BY AND BETWEEN THE CITY OF SPRING HILL**  
**AND THE COLUMBIA POWER & WATER SYSTEMS**

This Agreement is made and entered into this February 22, 2017, by and between the Columbia Power & Water Systems operated by the Board of Public Utilities of the City of Columbia, hereinafter referred to as "CPWS," and the City of Spring Hill, Tennessee, a municipal corporation hereinafter referred to as "Spring Hill."

WHEREAS, CPWS owns and operates a water treatment facility and water distribution system pursuant to State of Tennessee statute and City of Columbia Ordinance; and

WHEREAS, CPWS desires to be a good neighbor to adjacent water systems and act in a manner that supports the Safe Drinking Water Act of Tennessee; and

WHEREAS, CPWS and Spring Hill first entered into a water purchase agreement on August 12, 1969; and

WHEREAS, the last water purchase agreement between CPWS and Spring Hill dated October 10, 1994, provided Spring Hill with as much as two million eight hundred and eighty thousand (2,880,000) gallons per day at a maximum peak flow rate of two thousand (2,000) gallons per minute; and

WHEREAS, the last water purchase agreement between CPWS and Spring Hill expired on August 31, 2004, after the 2003 construction of Spring Hill's water treatment plant; and

WHEREAS, Spring Hill's increasing water demands are projected to rise above the current supply capacity of the Spring Hill water treatment plant; and during periods of peak demand and in emergency circumstances, the public health and well-being could be threatened as a result of Spring Hill being unable to adequately supply its customers with drinking water and/or fire protection demands; and

WHEREAS, it is CPWS's intention to use revenues received through this Agreement to fund water supply and water treatment improvements that benefit both parties.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Agreement to Supply Water.

A. CPWS will continue to maintain, at its expense, existing water treatment, distribution, and metering facilities; whereby, CPWS can provide a limited supply of water to Spring Hill.

B. CPWS shall provide potable water to Spring Hill at a maximum daily flow rate not to exceed two million eight hundred eighty thousand (2,880,000) gallons in any twenty-

four (24) hour period, at an instantaneous peak flow rate not to exceed two thousand (2,000) gallons per minute, maintaining a minimum delivery residential pressure of twenty (20) pounds per square inch at the point of connection near the Spring Hill municipal boundary on Nashville Highway.

C. It is agreed that CPWS will reserve capacity and capabilities to meet the water supply identified in this Agreement throughout the term of the Agreement. Spring Hill shall be required to enter into negotiations with CPWS for additional water capacity should Spring Hill exceed the contracted capacity defined in Section 2.

D. Abnormally high water usage due to unforeseen circumstances will be allowed up to four (4) events per year without cause for renegotiation of the contract, reset of capacity requirements and resulting costs. An event shall be no longer than forty-eight (48) hours in duration. Spring Hill shall provide notice to CPWS to accommodate the increased usage and document the cause of such events to CPWS within one (1) month of occurrence and include a plan for corrective action.

E. CPWS will at all times operate and maintain its water system in an efficient manner in compliance with all applicable state and federal laws, rules and regulations and will take such action as may be necessary to furnish Spring Hill with water as set forth in this Agreement. Temporary or partial failure to deliver water will be remedied with all possible dispatch. CPWS shall not be liable for interruption of service. In the event of an extended shortage of water, or the supply of water available to/from CPWS is diminished over an extended period of time, CPWS shall have the right to curtail the water supply to Spring Hill at the same extent (pro-rata) that the supply is curtailed to other customers of CPWS.

## 2. Purchase Price.

A. Spring Hill agrees to pay CPWS for potable water at its established rates as recommended by the City of Columbia Board of Public Utilities and set by the Columbia City Council for wholesale water sales (i.e. Sales for Resale). All water sales will be subject to CPWS rules and regulations and all state and federal rules and regulations. The rules and regulations may be revised from time to time by CPWS and the revised rate as set by the Columbia City Council will become effective on the same date it becomes applicable to all CPWS's customers. Furthermore, CPWS's source of water is the Duck River and Spring Hill is located within the Duck River watershed; therefore, Spring Hill agrees to collect the current Duck River Amortization Charge from its customers and remit the charge to the Duck River Development Agency per current policies and procedures utilized by the City of Spring Hill.

B. Spring Hill will pay a minimum delivery charge equal to the sum of the current customer charge assessed to industrial customers outside the City of Columbia, plus seventeen and one-half (17.5%) percent (this percentage correlates to Three Hundred Fifty Thousand (350,000) gallons within a twenty-four (24) hour period) of the maximum daily flow rate provided in this Agreement. This minimum delivery charge shall be paid even if no water is purchased by Spring Hill within a given month. Failure by Spring Hill to promptly pay any and

all of the charges provided for in this Agreement will be considered a material breach and may result in CPWS terminating the Agreement.

3. Indemnification.

A. CPWS shall be responsible for and shall indemnify and hold Spring Hill harmless from and against any and all claims, demands, actions and judgments lodged or asserted, including death, arising out of or in connection with any acts of CPWS, its agents or employees in the operation and/or maintenance of the facilities under the control of CPWS while this Agreement is in effect, except those resulting from the sole and proven negligence of Spring Hill or its agents or employees.

B. Spring Hill shall be responsible for and shall indemnify and hold CPWS harmless from and against any and all claims, demands, actions and judgments lodged, asserted or recovered by others, for loss, damages, or injury to person or property, including death, arising out of or in connection with any acts of Spring Hill, its agents or employees in the operation and/or maintenance of the facilities under the control of Spring Hill while this Agreement is in effect, except those resulting from the sole and proven negligence of CPWS or its agents or employees.

4. Term. The term of this Agreement shall be for two (2) years from the date first above written. The Agreement shall be automatically renewed thereafter on a year-to-year basis for up to five (5) additional years unless canceled by either party with at least ninety (90) days' prior written notice.

5. Force Majeure. CPWS shall exercise diligence in the operation and maintenance of its equipment and facilities so as to furnish Spring Hill continuous water service during the requested periods, consistent with the type and level of service specified herein. Neither party shall be liable for damages, breach of contract, or otherwise by reason of the failure, suspension, diminution or other variance in water services as the result of injunction, fire, strike, riot, explosions, flood, accident, curtailment, interruption, failure or depletion of CPWS's water supply, failure or breakdown of equipment or facilities, acts of God, or other acts or conditions beyond the control of CPWS or Spring Hill, respectively. Furthermore, neither party shall be liable for damages resulting from interruption of service, when such interruptions are necessary to make repairs, changes or adjustments in equipment and facilities.

6. Dispute Resolution.

A. If Spring Hill and CPWS are unable to agree on any issue or any other question arising under this Agreement, it is agreed that prior to instituting suit against the other party, both parties shall seek a binding arbitration of such disputed issues or questions which shall be referred to a determination of three (3) arbitrators: one appointed by CPWS, a second appointed by Spring Hill, and the third chosen by the two arbitrators so chosen. Only parties qualified as professionals in the matter of controversy will be appointed as arbitrators. The party desiring such arbitration shall give written notice to the other party and in such notice shall name

an arbitrator. The arbitrator to be appointed by the other party shall be named in written notice to the party requesting such arbitration within thirty (30) days after receipt of such notice of arbitration. The third arbitrator shall, within fifteen (15) days of appointment of the second arbitrator, be selected by the two arbitrators previously appointed. If one of said parties shall have failed to appoint an arbitrator within the time provided herein, it is expressly understood and agreed that the one arbitrator who has been appointed shall be the sole arbitrator and shall arbitrate the question alone. If arbitrators shall have been appointed by the respective parties and shall have failed to select the third arbitrator within the time provided herein, the third arbitrator shall be appointed by agreement of the parties or by the Clerk and Master of the Chancery Court of Maury County, Tennessee, upon application therefor filed by either of said parties to the arbitration. If the Clerk and Master is unwilling or unable to appoint the third arbitrator, either party may file a petition with the Chancery Court of Maury County, Tennessee, for the appointment of such arbitrator.

B. The determination of the arbitrator(s) shall be submitted to CPWS and to Spring Hill with findings of fact, conclusions of law, and citation of supporting data. A dissenting view may be filed by any arbitrator.

C. The final determination by the arbitrators shall be effective as of the date on which the disputed action was originally proposed to go into effect. A copy of the final determination shall become and shall be made part of this Agreement and both parties hereto shall be subject to the directives and conditions of the determination.

D. It is the intent of both CPWS and Spring Hill that only issues of significant economic and operational importance be resolved through arbitration, and that arbitration be considered a last resort following other attempts to resolve through negotiations, use of independent experts and consultants, mediation, or other means at the disposal of each of the parties.

E. It is the intent of both CPWS and Spring Hill that issues related to the rate making and rate setting authority of CPWS and the City of Columbia are not subject to arbitration procedures in this section.

7. General Conditions. The intent of this Agreement is to avoid interbasin transfers of water so that the Duck River water supply is used by customers within its watershed. To that end, water supplied by CPWS to Spring Hill shall be solely used for service to end-use customers by Spring Hill, except as hereinafter provided. The term "end-use customers" shall mean customers that consume water for domestic, commercial or industrial purposes, and specifically excludes customers that resell water to other end-use customers or to other distributors of water. If Spring Hill sells water purchased from CPWS to a non-end-use customer other than to Hillsboro, Burwood and Thompson's Station (H.B.&T.S.) Utility District or the Maury County Water System pursuant to existing agreements, the terms of which have been fully divulged to CPWS, then CPWS shall have the right to terminate this Agreement upon providing written notice to Spring Hill.

8. Compliance with Laws.

A. CPWS hereby represents by its execution of this Agreement that CPWS has in all respects complied with city ordinances, federal and state laws and regulations in the making and execution of this Agreement, and further represents by its execution of this Agreement that it has the lawful authority and financial, administrative, and technical capability to maintain and operate the described water service facilities at the described locations, to furnish adequate water services through such facilities to Spring Hill and to perform all of its obligations set forth hereunder.

B. Spring Hill hereby represents by its execution of this Agreement that Spring Hill has in all respects complied with city ordinances, federal and state laws and regulations in the making and execution of this Agreement, and further represents by its execution of this Agreement that it has the lawful authority and financial, administrative, and technical capability to maintain the described water service facilities to receive water under this Agreement.

C. During the term of this Agreement, CPWS and Spring Hill agree to comply with the Regional Drought Water Shortage Management Plan, as approved by the Duck River Development Agency and as it may be amended from time to time.

9. Prior Agreements. This Agreement, upon taking effect, shall terminate, supersede, and cancel any and all previous agreements between CPWS and Spring Hill, relative to the purchase and sale of water services covered by this Agreement.

10. Collaboration and Joint Planning.

A. Recognizing that CPWS and Spring Hill are responsible for the administration and operation of their respective water systems, both CPWS and Spring Hill pledge to work together to develop regional water supply solutions, in partnership with the Duck River Development Agency and the Tennessee Department of Environment and Conservation.

B. It is understood that while CPWS is supplying water to Spring Hill, improvements to CPWS's water supply and treatment facilities benefit both parties. Therefore, CPWS agrees to establish a special revenue account for sales received from Spring Hill. After deducting CPWS current cost of water production, the remaining monies will be deposited in the special revenue account and shall be used exclusively for CPWS water supply and treatment improvements.

11. Approval. It is understood that this Agreement shall be approved by the Board of Public Utilities of the City of Columbia and the Board of Mayor and Aldermen of the City of Spring Hill.

12. Notice. The parties hereto agree that whatever notice to the other party is required by the terms of this Agreement, such notice shall be in writing and sent by certified mail, return receipt requested, addressed to the appropriate agent of the other party.

If to CPWS: Executive Director  
Columbia Power & Water Systems  
P. O. Box 379  
Columbia, TN 38402-0379

Copy to: Daniel Murphy, Esq., Attorney for the Board of Public Utilities  
Fleming, Flynn & Murphy, P.C.  
207 W. Eighth Street  
P.O. Box 90  
Columbia, TN 38402-0090

If to Spring Hill: City Administrator  
City of Spring Hill  
P.O. Box 789  
Spring Hill, TN 37174-0789

Copy to: Patrick M. Carter, Esq., City Attorney  
Tisher, Wolaver, Free, Carter & Lynn, PLLC  
809 South Main Street  
P.O. Box 1431  
Columbia, TN 38402-1431

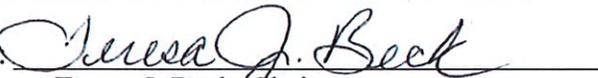
13. Venue and Jurisdiction. It is mutually agreed, for all purposes, that this Agreement shall be deemed to have been executed in Maury County, Tennessee, and shall be controlled by and interpreted under Tennessee law as applicable.

14. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

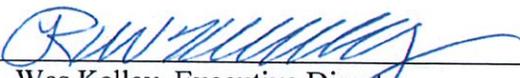
15. Headings and References. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names on the date and year above written.

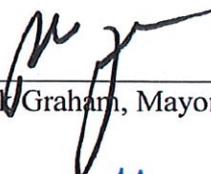
COLUMBIA POWER & WATER SYSTEMS

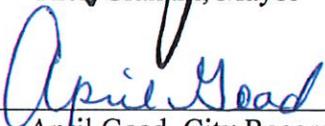
By:   
Teresa J. Beck, Chairman

Board of Public Utilities

By:   
Wes Kelley, Executive Director  
Columbia Power & Water Systems

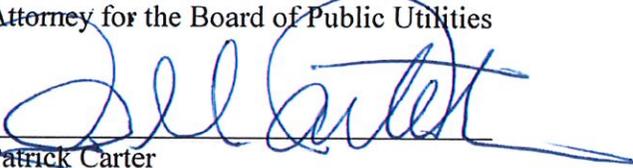
CITY OF SPRING HILL, TENNESSEE

By:   
Rick Graham, Mayor

By:   
April Goad, City Recorder

Form Approved By:

  
Daniel L. Murphy  
Attorney for the Board of Public Utilities

  
Patrick Carter  
Attorney for City of Spring Hill, Tennessee