

**RESOLUTION NO. 97-63**

**A RESOLUTION TO ENTER INTO AN AGREEMENT  
WITH THE HEIRS OF MAYHUE BROWN  
FOR ACQUISITION OF A WATER STORAGE TANK SITE  
AND NECESSARY EASEMENTS ON PROPERTY BELONGING  
TO THE ESTATE OF MAYHUE BROWN  
WITH FUNDS FOR SUCH ACQUISITION  
TO BE DRAWN FROM WATER TAP FEES AND WATER OPERATING FUNDS**

**Whereas**, the governing Board has decided to have constructed a south side water storage tank in order to better serve customers in the Kedron Road and Mahlon Moore Road areas,

**Whereas**, a tank site which will meet all requirements of good water system engineering design has been located on a hill on property belonging to the estate of the late Mayhue Brown, the property is further described as Maury County Tax Map 50, Parcel 22,

**Whereas**, the Board has requested a list of the agreement points be submitted for approval prior to such agreement points being incorporated into a formal contract,

**BE IT THEREFORE RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE**, that the Mayor and City Recorder are hereby authorized, empowered and directed to execute and enter into an agreement with the heirs of Mayhue Brown, Spring Hill, Tennessee, to purchase such easements and property as are necessary to construct a water storage tank with necessary supporting utility and road access easements to serve such tank, provided the listed substantive points as written in this resolution are to be a part of the agreement and further, that the formal text of the agreement is to be submitted to all members of the governing Board for review and comment before such agreement is signed by the Mayor.

Be it further resolved that funds for this project shall be drawn from water tap fees and/or water operating funds in percentages as shall determined by the town's staff.

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**SUBSTANTIVE POINTS OF AGREEMENT BETWEEN TOWN OF SPRING HILL  
AND HEIRS OF MAYHUE BROWN FOR EASEMENTS AND STORAGE TANK SITE**

The Town of Spring Hill is referred to as the TOWN and the owner of the property, Mrs. Mayhue (Bell) Brown, 3307 Greens Mill Road, Spring Hill, is referred to as the OWNER.

- (1). The permanent access easement will originate at the cul-de-sac of Stonecrest Court, a street in Stonegate subdivision, thence will lay on the property of the OWNER and along the common property line between the property of the OWNER and Stonegate subdivision and will connect to the tank site as described on plans prepared by Highers Koonce and Associates, Consulting Engineers, Nashville, Tennessee.
- (2) The TOWN will purchase a 100 foot by 100 foot water storage tank site as well as all necessary utility and access easements needed to support the water tank.
- (3) The TOWN will also purchase a 100 foot wide rectangle of land extending from the north side of the tank site to the Brown/Stonegate fence line.
- (4) Compensation will be paid the OWNER according to the following formula:
  - (a) Fee purchase of tank site and permanent easements will be computed at the rate of \$10,000 per acre
  - (b) Temporary use of construction easements will be computed at the rate of twelve per cent (12%) of \$10,000 per acre
  - (c) All monies will be due the OWNER upon receipt of a signed agreement and transfer of ownership of the described property.
- (5) The OWNER will have irrevocable rights to Spring Hill water service, according to development rules of the TOWN at the time water service is requested by the OWNER, for any part of, or all, of the original Mayhue Brown estate, regardless of whether the property to be served is inside or outside the TOWN'S corporate boundaries.
- (6) However, the OWNER will not contest annexation of any part of the Mayhue Brown estate to be planned for development if such plans should be made and the TOWN should choose to annex such planned development site but further, the OWNER will not assert any claim, now or in the future, to a right to be annexed or to not be annexed as a condition of this agreement.
- (7) The TOWN will grade level, dress and reseed all disturbed ground occasioned by construction of this facility.
- (8) The TOWN will fence the tank site and, if the OWNER should so request, the TOWN will plant trees around the site, in order to screen as much of the new construction as possible. However, any plant life shall be of such size as to be moved and planted by hand labor only.
- (9) The TOWN will be responsible to insure that livestock in the surrounding pasture do not escape from the property as a consequence of the activities of the TOWN or contractors working for the TOWN.

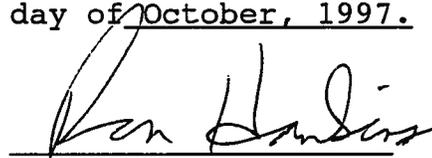
(10) The OWNER will have a right to water service but not necessarily to sewer service. Sewer service to the property of the OWNER shall be solely within the discretion of the water and waste water board of the TOWN.

(11) The OWNER will allow equipment to enter through the gate and pasture located at 3307 Greens Mill Road but the TOWN will insure that a tank access road entering from Stonegate subdivision shall be used once construction is completed and will not assert any further claim to use of the entry off Greens Mill Road.

(12) The TOWN will make every reasonable effort to save all trees of substantial size so that forest cover of the site may be maintained as close as possible to a natural state existing before construction of this facility.

THE END

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



RON HANKINS, MAYOR

ATTEST:



JUNE QUIRK, RECORDER

LEGAL FORM APPROVED:



ANDREW HOOVER, ATTORNEY