AGREEMENT

Between
SHELBY COUNTY GOVERNMENT
And
THE TOWN OF COLLIERVILLE

THIS AGREEMENT entered into this 4th day of Dec., 2008 by and between the Shelby County Government (hereinafter referred to as "County") and The Town of Collierville, Tennessee (hereinafter referred to as "Town").

WHEREAS, the County has received reports from residents that septic systems are failing in the Cotton Creek area of southeast Shelby County located in the Town of Collierville Annexation Reserve Area; and

WHEREAS, the County has performed an engineering study that confirms the existence of septic system failures; and

WHEREAS, the County has determined that a low pressure sewer system (LPSS) collecting solid material in individual septic tanks and conveying the liquid waste to the Town of Collierville Publicly Owned Treatment Works at Shelton Road by connection to the sewer lift station operated by Spring Creek Ranch, LLC is the most efficient and cost effective system to alleviate the environmental problems associated with these failing septic tanks; and

WHEREAS, the County and Town recognize the benefits of having a publicly-owned sanitary sewer treatment system; and

WHEREAS, the Town agrees to accept and treat the wastewater and operate and maintain the collection system at a sewer rate approved by the Town; and

NOW, THEREFORE, in consideration of these premises the parties agree as follows:

1. The County will undertake engineering design and construction of the LPSS for the Cotton Creek area (the "Project"). The Project will consist of construction of low pressure sewer pipes, pumps, and replacement septic tanks, as necessary. The County will provide one hundred percent (100%) of the up front funding for design and construction.
2. The LPSS will transport the liquid waste to the Spring Creek Ranch sewer lift station wet well. From this point, it will be carried by the existing Collierville-Arlington Road force main line to the Town of Collierville Publicly Owned Treatment Works on Shelton Road. The Town agrees to process all liquid waste from the LPSS that is transported to the Spring Creek Ranch sewer lift station wet well. The Town consents to the LPSS being connected to the Spring Creek Ranch sewer lift station wet well subject to the County obtaining the approval of Spring Creek Ranch, LLC. The transport and process of the waste described herein is referred to as the System.

3. One Hundred Two (102) residential lots will be eligible for connection to the System ("System User(s)") of which ninety-two (92) residential lots are occupied as of the date of this agreement. The parties acknowledge an unoccupied lot may in time become occupied (by a single user) and will be subject to the various fees included herein. A list of the initial lot addresses and initial System Users is attached hereto as Exhibit "A" and incorporated fully herein by reference. A layout drawing of the 102 lots/System Users is attached hereto as Exhibit B. A maximum of 102 service connections are authorized with only one service connection per identified lot/System User allowed. Service connections in excess of 102 in the aggregate and more than one per identified lot/System User shall not be allowed. Copies of this Agreement will be sent to each identified lot owner/System User by Shelby County prior to their connection to the System.

4. The County will provide engineering plans to the Town for review and approval prior to approval of the plans by the County Engineer. The Project will be designed to protect all infrastructure from degradation due to System effluent quality and will be subject to Town of Collierville's design approval. Odor control measures will be incorporated in the design and built with the System if the design team deems them necessary or if problems are detected after the Project is in use. During construction, Town personnel will be authorized to access the construction site of the Project to perform quality assurance inspections of the Project.

5. Upon completion of construction and acceptance of the Project and all improvements thereto in writing by the County and the Town, the Project, including the LPSS, will become active and the Town will assume responsibility, for operation and maintenance, of the Project as described herein, to include the LPSS from and including the ball valve in the road right-of-way to and including the Spring Creek Ranch Pump Station upon said written acceptance. After the System has been accepted by the Town and the County, the contractor will provide a one year warranty for the Town evidenced by an irrevocable Letter of Credit from an issuer and in a customary form acceptable to the Town. After such acceptance, the installation and maintenance (including any periodically necessary pump outs of solid materials) of any septic tank pump, basin assembly, pump controls and /or other System components shall be the responsibility of the respective System User .

6. System Users will pay a one-time development fee, a one time connection fee, a monthly sewer fee and an amortized lift station fee based on the administrative and lift station permit fees disclosed herein below and usage to the Town in amounts and in such a manner as determined by the Collierville Board of Mayor and Aldermen for collection and treatment of the wastewater. One-time fees charged will be the fees that are in place and approved by the Collierville Board of Mayor and Aldermen as of the date of this Agreement and will be due prior to when treatment commences for any of the lots. The fees as of the date of this Agreement are as follows: development fee - $3000.00 and connection fee - $225.00. The County shall pay the Town a sewer lift station license fee per station of $15,000.00. The fees charged pursuant to this Agreement and the increases therein shall be consistent with and proportionate to similar fees and increases therein charged by the Town to its citizens, taking into consideration specific and identifiable additional costs if any, incurred by the Town in providing sewer services to the System Users.

7. The County will, during the first four (4) years of billing of fees to System Users, collect from each occupied and served lot an administration and lift station permit fee in the amount of nine dollars and fifty cents ($9.50) per month or such other amount as may be determined by the Shelby County Board of County Commissioners. Thereafter the County will collect an administration fee of two dollars ($2.00) per month or such other amount as may be determined by the Shelby County Board of County Commissioners. Said administration fees shall be paid by System Users (of occupied lots) on monthly water/sewer bill payments as disclosed above.

8. Upon annexation of the Cotton Creek area by the Town, the County will cease billing of the administration fee. Following annexation, the Town agrees to continue maintenance and operation of the LPSS from and including the ball valve in the road right-of-way to and including the Spring Creek Ranch Pump Station.

9. Term. The term of this Agreement (the "Term") will commence upon the execution of this agreement and continue through annexation by the Town of the Cotton Creek area.

10. The County will be responsible for making all arrangements with MLGW, the billing agent for the Town of Collierville, to bill the System Users for sewer service usage, County administrative fees and any other fees involved. Neither the Town nor the County shall pay or be responsible to pay for fees charged by MLGW in connection with collecting fees for the Town and the County. The arrangements with MLGW should include the remittance to the Town of the sewer service fees due it directly from MLGW and access to MLGW's accounts and records of these customers. The remittance of the administrative fees should be directly to the County. The arrangements are subject to the approval of the Town. Past due and/or delinquent fees shall be collected by the County in accordance with the policies of MLGW, the policies of the County Code of Shelby County and other governing policies, rules and laws. The County shall take those actions to collect past due and delinquent fees from System Users as it determines to be lawful, reasonable, warranted and appropriate.

11. Notices. Any notices required or permitted to be given under the provisions of this Agreement shall be effective only if in writing and delivered either in person to the County's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Engineering Department
160 N. Main Street, Suite 350
Memphis, Tennessee 38103
Attn.: Michael Oakes, Shelby County Engineer

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

TOWN: Town of Collierville

500 Poplar View Parkway
Collierville, Tennessee 38017
Attn.: Bill Kilp, Director of Public Services

12. Subject to Funding and Termination. This Agreement is subject to annual appropriations of funds by the Shelby County Government and 100% funding from Shelby County Government. In the event sufficient funds for this Agreement are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then the Project and this Agreement will be terminated. Additionally, the County shall obtain one hundred percent (100%) participation of potential System Users (of occupied lots). The County shall have adequate opportunity to encourage or force 100% participation of the occupied lots by completion of litigation, legal procedure, legal process, negotiation or otherwise.

13. Relationship of Parties. In the exercise of their respective rights and obligations under this Agreement, each Party acts in an independent capacity, and neither is to be considered the agent of any other.

14. Miscellaneous.

    A. This Agreement shall not be assigned by the County or the Town without the consent of both Parties

    B. Wherever the singular or masculine is used in this Agreement, it shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

    C. If any section or lesser portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the invalidity of such section or portion shall not affect the validity of the remainder.

    D. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and permitted assigns.

    E. This Agreement may be executed in any number of counterparts, all of which shall together be deemed to be an original and together such counterparts shall constitute one agreement. Execution of this Agreement may be made on copies transmitted by facsimile transmission and executed copies may be sent by facsimile transmission, and transmission of an executed copy shall be deemed to constitute communication of execution and acceptance of this Agreement.

    F. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement, the Town agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. All terms of this Agreement are contingent upon approval by the Shelby County Board of County Commissioners and the Town of Collierville Board of Mayor and Aldermen

APPROVED AS TO LEGAL FORM, EFFICACY AND PROPRIETY

By: _____
Shelby County Contract Administrator/
Assistant County Attorney

By: _____
Michael E. Oakes, P.E
Shelby County Engineer

FOR THE COUNTY

By: _____
A C Wharton, Jr., Mayor
Shelby County Government

By: _____
Ted Fox, Director
Shelby County Public Works

FOR COLLIERVILLE

By: _____
Stan Joyner, Mayor
Town of Collierville

By: _____
Tom Cates, Town Attorney

FOR COLLIERVILLE

By:_____
Stan Joyner, Mayor
Town of Collierville

By:_____
Tom Cates, Town Attorney

EXHIBIT A

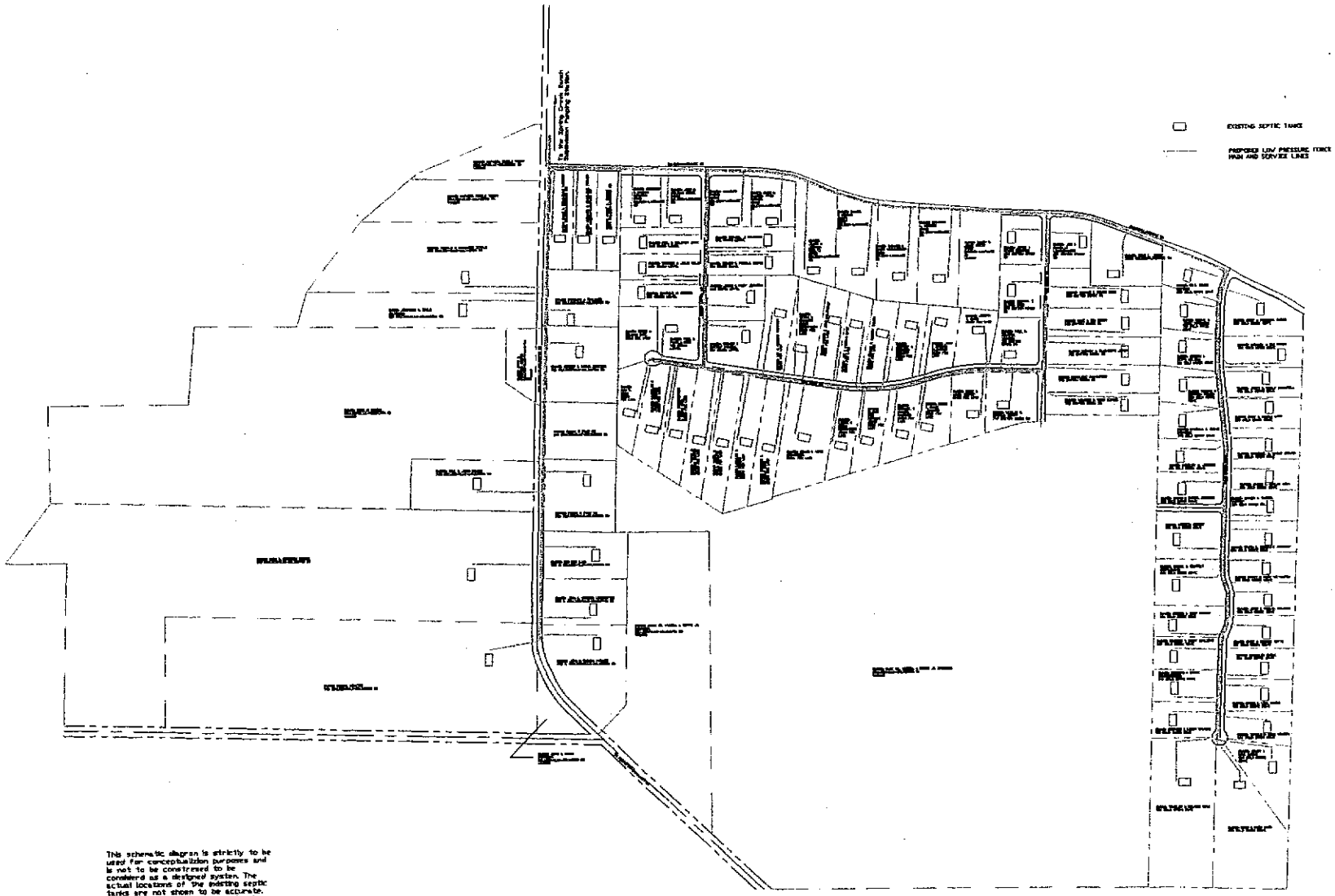
No.	Street No./Parcel ID	Property Address	Owner	Mailing Address	City	St.	Zip
1	1000	Cold Creek Cove	Leon & Ruth Marr	1000 Cold Creek Cove	Collierville	TN	38017
2	685	Cold Creek Cove	Ed & Donna Mottern	685 Cold Creek Drive	Collierville	TN	38017
3	707	Cold Creek Cove	Steve & Joyce Harrison	707 Cold Creek Cove	Collierville	TN	38017
4	708	Cold Creek Cove	Garry & Patricia Greer	708 Cold Creek Cove	Collierville	TN	38017
5	731	Cold Creek Cove	Norman & Betty Wilson	731 Cold Creek Cove	Collierville	TN	38017
6	732	Cold Creek Cove	Michael & Kim Berry	732 Cold Creek Cove	Collierville	TN	38017
7	750	Cold Creek Cove	James & Kelly Studstill	750 Cold Creek Cove	Collierville	TN	38017
8	755	Cold Creek Cove	Thomas & Rebecca Perusi	755 Cold Creek Cove	Collierville	TN	38017
9	770	Cold Creek Cove	Gary & Sheila Rapp	770 Cold Creek Cove	Collierville	TN	38017
10	775	Cold Creek Cove	Randall & Susan O'Byrnes	775 Cold Creek Cove	Collierville	TN	38017
11	790	Cold Creek Cove	Herschel & Birdie Stokes	790 Cold Creek Cove	Collierville	TN	38017
12	801	Cold Creek Cove	Carolyn Jackson	801 Cold Creek Cove	Collierville	TN	38017
13	810	Cold Creek Cove	Allen & Hollee Lott	810 Cold Creek Cove	Collierville	TN	38017
14	815	Cold Creek Cove	Brian & Cheryl Gardner	815 Cold Creek Cove	Collierville	TN	38017
15	830	Cold Creek Cove	Ricky & Rachel Wherry	830 Cold Creek Cove	Collierville	TN	38017
16	850	Cold Creek Cove	Kevin & Michelle Jankowy	850 Cold Creek Cove	Collierville	TN	38017
17	851	Cold Creek Cove	Morteza Gerani	851 Cold Creek Cove	Collierville	TN	38017
18	870	Cold Creek Cove	Brett & Mary Lynn Nicholson	1042 Moorefield Rd	Collierville	TN	38017
19	881	Cold Creek Cove	Daniel & Beverly Sobolewski	881 Cold Creek Cove	Collierville	TN	38017
20	890	Cold Creek Cove	John & Shelia Collins	890 Cold Creek Cove	Collierville	TN	38017
21	905	Cold Creek Cove	George & Mary Cathey	905 Cold Creek Cove	Collierville	TN	38017
22	916	Cold Creek Cove	Mark & Charee Metts	916 Cold Creek Cove	Collierville	TN	38017
23	927	Cold Creek Cove	Francis & Kitty Rutledge	927 Cold Creek Cove	Collierville	TN	38017
24	936	Cold Creek Cove	Jay & Amberlee Snell	936 Cold Creek Cove	Collierville	TN	38017
25	947	Cold Creek Cove	Kenneth & Renae Motzenbecker	947 Cold Creek Cove	Collierville	TN	38017
26	956	Cold Creek Cove	Mauro & Lisa Gozzo	956 Cold Creek Cove	Collierville	TN	38017
27	971	Cold Creek Cove	Stephen & Leigh Sawicki	971 Cold Creek Cove	Collierville	TN	38017
28	976	Cold Creek Cove	Donald & Susan Mauney	976 Cold Creek Cove	Collierville	TN	38017
29	993	Cold Creek Cove	Bradley & Melanie Bell	993 Cold Creek Cove	Collierville	TN	38017
30	994	Cold Creek Cove	Kim & Robert Walpole	994 Cold Creek Cove	Collierville	TN	38017
31	650	Cotton Creek Drive	John & Michelle Leatherwood	650 Cotton Creek Drive	Collierville	TN	38017
32	655	Cotton Creek Drive	McClinton & Alexandrina Jagers	655 Cotton Creek Drive	Collierville	TN	38017
33	670	Cotton Creek Drive	Thomas & Renee Toth	670 Cotton Creek Drive	Collierville	TN	38017
34	675	Cotton Creek Drive	Michael & Elissa Mars	675 Cotton Creek Drive	Collierville	TN	38017
35	690	Cotton Creek Drive	Mike & Kim Scott	690 Cotton Creek Drive	Collierville	TN	38017
36	715	Cotton Creek Drive	Paul & Cynthia Vaughn	715 Cotton Creek Drive	Collierville	TN	38017

EXHIBIT A

No.	Street No./Parcel ID	Property Address	Owner	Mailing Address	City	St.	Zip
37	720	Cotton Creek Drive	Rodney & Elizabeth Jones	720 Cotton Creek Drive	Collierville	TN	38017
38	730	Cotton Creek Drive	Michael & Charlene Davenport	730 Cotton Creek Drive	Collierville	TN	38017
39	747	Cotton Creek Drive	Wesley & Katrina Scott	747 Cotton Creek Drive	Collierville	TN	38017
40	750	Cotton Creek Drive	William & Leah Clarke	750 Cotton Creek Drive	Collierville	TN	38017
41	12209	Fox Lair Drive	Ann Mann	12209 Fox Lair Drive	Collierville	TN	38017
42	12215	Fox Lair Drive	Randolph & Janice Kruger	12215 Fox Lair Drive	Collierville	TN	38017
43	12235	Fox Lair Drive	Christopher & Susan Earl	12235 Fox Lair Drive	Collierville	TN	38017
44	12245	Fox Lair Drive	Terry & Rebecca Austin	12245 Fox Lair Drive	Collierville	TN	38017
45	12265	Fox Lair Drive	Cecil & Carla Roberts	12265 Fox Lair Drive	Collierville	TN	38017
46	12275	Fox Lair Drive	Leonard & Linda Pitman	12275 Fox Lair Drive	Collierville	TN	38017
47	12290	Fox Lair Drive	Kit & Anders Hanssen	12290 Fox Lair Drive	Collierville	TN	38017
48	12295	Fox Lair Drive	Richard & Beverly Luck	12295 Fox Lair Drive	Collierville	TN	38017
49	12310	Fox Lair Drive	Terry & Sharon Smith	12310 Fox Lair Drive	Collierville	TN	38017
50	12330	Fox Lair Drive	David & Dina Rylander	12330 Fox Lair Drive	Collierville	TN	38017
51	12331	Fox Lair Drive	Frank & Anne Abbadessa	12331 Fox Lair Drive	Collierville	TN	38017
52	12340	Fox Lair Drive	Joe & Pamela Opie	12340 Fox Lair Drive	Collierville	TN	38017
53	12341	Fox Lair Drive	Larry & Betty Robertson	12341 Fox Lair Drive	Collierville	TN	38017
54	12360	Fox Lair Drive	Elaine & Robert Covin	12360 Fox Lair Drive	Collierville	TN	38017
55	12361	Fox Lair Drive	Blaine & Phyllis Jenks	12361 Fox Lair Drive	Collierville	TN	38017
56	12380	Fox Lair Drive	Jeffrey & Deborah Bennett	12380 Fox Lair Drive	Collierville	TN	38017
57	12381	Fox Lair Drive	Michael & Marcia Whitehorn	12381 Fox Lair Drive	Collierville	TN	38017
58	12400	Fox Lair Drive	John & Sharon Slaughter	9301 Arrowhead Court	Brentwood	TN	37027
59	12401	Fox Lair Drive	Chris & Shadi Johnson	12401 Fox Lair Drive	Collierville	TN	38017
60	12420	Fox Lair Drive	Joseph Mann	12420 Fox Lair Drive	Collierville	TN	38017
61	12421	Fox Lair Drive	Mark & Leisa Bishop	12421 Fox Lair Drive	Collierville	TN	38017
62	640	Green Level Road	Michael Billings	640 Green Level Road	Collierville	TN	38017
63	645	Green Level Road	Phillip & Delores Jobe	645 Green Level Road	Collierville	TN	38017
64	655	Green Level Road	Timothy & Julie Kelly	655 Green Level Road	Collierville	TN	38017
65	660	Green Level Road	Rickey & Pamela Davis	660 Green Level Road	Collierville	TN	38017
66	675	Green Level Road	Darryle Carter	675 Green Level Road	Collierville	TN	38017
67	680	Green Level Road	James & Mary Johnson	680 Green Level Road	Collierville	TN	38017
68	701	Green Level Road	Paul & Pamela Hyde	701 Green Level Road	Collierville	TN	38017
69	710	Green Level Road	Robert & Sherry Vowell	710 Green Level Road	Collierville	TN	38017
70	12151	Raleigh-LaGrange Road	Mark & Ethylynne Wagner	12151 Raleigh-LaGrange Road	Collierville	TN	38017
71	12161	Raleigh-LaGrange Road	Richard & Charlene Franks	12161 Raleigh-LaGrange Road	Collierville	TN	38017
72	12171	Raleigh-LaGrange Road	Randy Martin	12171 Raleigh-LaGrange Road	Collierville	TN	38017

No.	Street No./Parcel ID	Property Address	Owner	Mailing Address	City	St.	Zip
73	12215	Raleigh-LaGrange Road	Richard & Sandra Rodgers	12215 Raleigh-LaGrange Road	Collierville	TN	38017
74	12225	Raleigh-LaGrange Road	John & Melissa Moore	12225 Raleigh-LaGrange Road	Collierville	TN	38017
75	12265	Raleigh-LaGrange Road	Shannon Flood	12265 Raleigh-LaGrange Road	Collierville	TN	38017
76	12285	Raleigh-LaGrange Road	Claudia Stinson-Turner & Glen Turner	12285 Raleigh-LaGrange Road	Collierville	TN	38017
77	12303	Raleigh-LaGrange Road	Jason & Jessica Sholtz	12303 Raleigh-LaGrange Road	Collierville	TN	38017
78	12337	Raleigh-LaGrange Road	David & Regina Scott	12337 Raleigh-LaGrange Road	Collierville	TN	38017
79	12383	Raleigh-LaGrange Road	Calvin & Nancy McCullough	12383 Raleigh-LaGrange Road	Collierville	TN	38017
80	12405	Raleigh-LaGrange Road	Charles L. Weeden	12405 Raleigh-LaGrange Road	Collierville	TN	38017
81	12515	Raleigh-LaGrange Road	James Noah	12515 Raleigh-LaGrange Road	Collierville	TN	38017
82	615	S Collierville-Arlington Rd	Donald & Margaret Bittle	615 S Collierville-Arlington Road	Collierville	TN	38017
83	670	S Collierville-Arlington Rd	Carolyn Billings	670 S Collierville-Arlington Road	Collierville	TN	38017
84	685	S Collierville-Arlington Rd	Jon and Gayla Wilkinson	685 S Collierville-Arlington Road	Collierville	TN	38017
85	710	S Collierville-Arlington Rd	Robert & Donna Buckner	710 S Collierville-Arlington Road	Collierville	TN	38017
86	745	S Collierville-Arlington Rd	Bill & Joan Cowan	745 S Collierville-Arlington Road	Collierville	TN	38017
87	800	S Collierville-Arlington Rd	Frank Fant	800 S Collierville-Arlington Road	Collierville	TN	38017
88	826	S Collierville-Arlington Rd	Red Sea L.L.C.	826 S Collierville-Arlington Road	Collierville	TN	38017
89	853	S Collierville-Arlington Rd	Mark & Christen Norris	853 S Collierville-Arlington Road	Collierville	TN	38017
90	854	S Collierville-Arlington Rd	John & Virginia Livingston	854 S Collierville-Arlington Road	Collierville	TN	38017
91	890	S Collierville-Arlington Rd	Clark & Beth Smeltzer	890 S Collierville-Arlington Road	Collierville	TN	38017
92	913	S Collierville-Arlington Rd	Bessie Coulter	913 S Collierville-Arlington Road	Collierville	TN	38017
93	D022300138	S Collierville-Arlington Rd	Alex III and J Martin Regan Jr. Barzizza	7625 Appling Center Drive	Memphis	TN	38133
94	D022300101	S Collierville-Arlington Rd	Alex III and J Martin Regan Jr. Barzizza	7625 Appling Center Drive	Memphis	TN	38133
95	D022300099	S Collierville-Arlington Rd	Alex III and Sarah Barzizza	7625 Appling Center Drive	Memphis	TN	38133
96	D022300183	S Collierville-Arlington Rd	Mark S. Norris	853 S Collierville-Arlington Road	Collierville	TN	38017
97	D022300145	S Collierville-Arlington Rd	Mark and Christen Norris	853 S Collierville-Arlington Road	Collierville	TN	38017
98	D022300089	S Collierville-Arlington Rd	Todd and Corinne Derenburger	152 McDonald Glenn Cove	Collierville	TN	38017
99	D022300091	S Collierville-Arlington Rd	Malcolm and Sharon Vega	9861 Garden Place	Germantown	TN	38139
100	D022300112	Raleigh-LaGrange Road	Randy and Joyce Smith	3486 Manor Grove Cove	Collierville	TN	38017
101	D0223EA00006	Fox Lair Drive	Peter & Belinda Buie	10579 Cambrooke Cove	Collierville	TN	38017
102	D022300043	Collierville-Arlington Road	Frank Fant III	800 Collierville-Arlington Road	Collierville	TN	38017

EXHIBIT B



This schematic diagram is strictly to be used for conceptualization purposes and is not to be construed to be considered as a designed system. The actual locations of the existing septic tanks are not shown to be accurate. They are just representative to show the concept of the design, not for accuracy purposes.

AFRAM

06-128 Cotton Creek Sewer Study

Shelby County Contract #01274009

NO.	DESCRIPTION	DATE

FILE NAME:

DATE: 08/18/08

DRAWN: KWC | CHECKED:

SHEET TITLE: C1.1 Cotton Creek Subdivision

SCALE: 1"=3000'

SHEET NO.: 1 OF 1