

**RESOLUTION 23-234**

**A RESOLUTION TO APPROVE A JOINT DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRING HILL AND GV CLEAR BLUE COMPANY FOR THE ROAD IMPROVEMENTS ASSOCIATED WITH DEVELOPMENT OF WALL STREET SITE PLAN**

**WHEREAS**, the Clear Blue Company is desirous to construct a mixed used development within the City and is seeking approval from the planning commission for such project; and

**WHEREAS**, this agreement is effective upon the approval of the Wall Street (Clear Blue) site plan by the City of Spring Hill Planning Commission;

**WHEREAS**, if the Site Plan for Wall Street (Clear Blue) is not approved, this agreement is hereby voided;

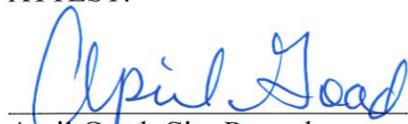
**WHEREAS**, it is in the best interest of the both parties to identify their respective roles and responsibilities to achieve such a development ;

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen approve the Joint Development Agreement between the City of Spring Hill, TN and GV Spring Hill, LLC

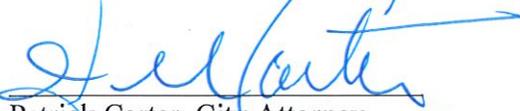
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of November, 2023.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney

## WALL STREET DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this the \_\_\_ day of November, 2023, by and between The Clear Blue Company LLC (“CBC”), referred to herein as the “Developer” and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as “City”.

### WITNESSETH:

**WHEREAS**, the Developer desires to undertake the development of certain real property located on Wall Street in the City of Spring Hill, Williamson County, Tennessee, (the “Development”), and

**WHEREAS**, the Developer has submitted a site plan and preliminary plat to the City regarding the development of this property as described in Site Plan submittal 1467-2023 and (the “Development”); and

**WHEREAS**, Wall Street, as it currently exists, has been deemed inadequate based on the findings of the Traffic Impact Study conducted by The Corradino Group dated July 2023 by the proposed Wall Street Mixed-Use development, and the Spring Hill Municipal Planning Commission has conditioned approval of the plans upon certain Right-of-Way improvements along Wall Street; and

**WHEREAS**, the improvements listed below require the acquisition of certain rights from a number of landowners along Wall Street; and

**WHEREAS**, in order to satisfy its obligation pursuant to the proposed condition of approval by the Planning Commission, the Developer has agreed to complete the improvements listed below, at its cost, provided that the Developer is reasonably able to acquire the necessary rights from the applicable landowners; otherwise, the City has agreed to acquire the necessary rights, by eminent domain or other means, and then Developer will complete the improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and City hereby agree as follows:

**1. Recitals**

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

**2. Wall Street ROW Improvements – Developer Obligations**

The Developer shall cause the following Right-of-Way improvements along Wall Street to be completed, as long as Developer is reasonably able to acquire the required approvals from the applicable landowners by March 31, 2024. For the purpose of this Agreement, the Parties intend for Developer’s reasonable ability to acquire these approvals to include the payment of up to, but no greater than, ten percent above the fair market value of the rights being acquired.

**A. Wall Street and Commonwealth Drive**

- i. Provide a westbound right-turn land with 150 feet of storage and taper to AASHTO standards.
- ii. On the westbound departure, going towards US 31 (Main Street) and

Commonwealth Drive intersection, widen the westbound roadway to accommodate two-lanes (minimum 11 foot wide each) to allow for the westbound left-turn lane storage to be lengthened.

**B. Wall Street and Nasdaq Street / O'Hallorn Drive**

- i. Construct a northbound right-turn lane on Wall Street with a storage of 150 feet and taper to AASHTO standards.

**C. Wall Street and Campbell Station Parkway**

- i. Construct a northbound channelized right-turn lane on Wall Street. The storage, taper, and transition will need to be coordinated with the Rolling Hills Church of Christ driveway. It is anticipated the storage to be approximately 50 feet.

Developer shall complete the following Right-of-Way improvement for the property that will be developed by Developer:

**D. Wall Street and Fitts Street**

- i. On the Fitts Street approach, provide a westbound left-turn lane with 100 feet of storage and transition to a center two-way left-turn lane and a westbound shared through/right-turn lane.
- ii. On the northbound and southbound approaches of Wall Street, provide a left-turn lane bay with 50 feet of storage and transition to a center two-way left-turn lane.

**3. Wall Street ROW Improvements – City Obligations**

If Developer is not reasonably able to acquire the necessary rights or approvals from the applicable landowners to complete any one or more of the improvements in Section 2(A)-(C) within the required time, then the City shall acquire the necessary approvals, through eminent domain or other means. In that case, Developer shall complete the improvements after the City's acquisition of the necessary rights and approvals. Additionally, Developer shall pay to the City the amount due to the landowners through the eminent domain proceedings and reimburse the City for no more than \$10,000 in costs and attorney's fees for each such eminent domain lawsuit filed by the City. The parties expressly agree that all other costs and attorney's fees shall be paid by the party that incurs the costs.

The City acknowledges and agrees that Developer shall not be liable for any delays related to the acquisition of rights or approvals from the applicable landowners, whether ultimately obtained by Developer or by the City through eminent domain or other means.

**4. Obligations Contingent on Planning Commission Approval**

The Parties expressly agree that the obligations set forth in Sections 2 & 3 above are contingent upon Developer's receipt of planning commission approval for the development.

**5. Further Assurances**

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such

additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

**6. Notices and Communication**

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.  
ATTN: Pam Caskie  
199 Town Center Parkway  
Spring Hill, TN 37174

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Thompson Burton, PLLC  
One Franklin Park  
6100 Tower Circle, Ste 200  
Franklin, TN 37067

With a copy to:

The Clear Blue Company  
ATTN: Thomas Paduch, Director of Construction  
601 Woodland Street  
Nashville, TN 37206

**7. Non-Waiver**

None of the terms, covenants, or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

**8. Liability**

The City shall have no liability except as specifically provided in this Agreement. Developer agrees to hold harmless, indemnify and defend the City against third party claims for Developers' negligent acts and/or negligent failure to act or breach of this Agreement.

**9. Governing Law**

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

**10. Venue and Jurisdiction**

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

**11. Severance**

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Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

**12. Captions**

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement.

**13. Amendment**

This Agreement shall be amended only in writing executed by all Parties hereto.

**14. Assignment**

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld.

**15. Time is of the Essence**

All Parties hereto acknowledge that time is of the essence, and each will commit to the completion of the project herein as promptly as reasonably possible.

**16. Binding Effect**

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

**17. Entire Agreement**

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

**18. Execution**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the City of Spring Hill Board of Mayor and Alderman on \_\_\_\_  
2023.

SO AGREED by the undersigned parties as of the date first given.

DEVELOPERS

CITY OF SPRING HILL, TENNESSEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Title: Mayor  
Date: 11-20-2023



**REQUEST:** *Approval of Resolution 23-234*  
**SUBMITTED BY:** Peter Hughes, Development Services Director  
Pam Caskie, City Administrator  
**DATE:** November 20, 2023  
**RE:** Development Agreement Clear Blue Company  
**ATTACHMENTS:** Resolution, Developer Agreement, Wall Street Site Plan  
Submittal Documents

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**PURPOSE:**

The purpose of this resolution is to enter into a development agreement with Clear Blue Company, that would require the developer to perform certain ROW improvements as identified in the attached Traffic Impact Study and if needed receive assistance in land acquisition to perform such improvements.

**BACKGROUND:**

The Clear Blue Company has submitted an application for a mixed used development (with dwelling above ground floor commercial) for site plan approval by the Spring Hill Planning Commission. The subject property is zoned C-4 and the applicant is proposing land uses consistent with C-4 zoning. As a result, of the proposed development certain right of way improvements are necessary in order to maintain level of service and ensure adverse traffic impacts are mitigated by these improvements.

The developer elected to defer their site plan application in order to enter into a development agreement with the city for the public improvements identified within the TIS and if necessary for the city to provide land acquisition assistance. These improvements as identified would be required with the development of this site, regardless of the development. The proposed improvements ensure improved traffic patterns and mitigation of any traffic volumes related to the subject development. Staff is supportive of the request to enter into a development agreement for the proposed right of way improvements.

**Wall Street ROW Improvements – Developer Obligations**

The Developer shall cause the following Right-of-Way improvements along Wall Street to be completed, as long as Developer is reasonably able to acquire the required approvals from the applicable landowners by March 31, 2024. For the purpose of this Agreement, the Parties intend for Developer's reasonable ability to acquire these approvals to include the payment of up to, but no greater than, ten percent above the fair market value of the rights being acquired.

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- a. Provide a westbound right-turn lane with 150 feet of storage and taper to AASHTO standards.
- b. On the westbound departure, going towards US 31 (Main Street) and Commonwealth Drive intersection, widen the westbound roadway to accommodate two-lanes (minimum 11 foot wide each) to allow for the westbound left-turn lane storage to be lengthened.
2. Wall Street and Nasdaq Street / O'Hallorn Drive
  - a. Construct a northbound right-turn lane on Wall Street with a storage of 150 feet and taper to AASHTO standards.
3. Wall Street and Campbell Station Parkway
  - a. Construct a northbound channelized right-turn lane on Wall Street. The storage, taper, and transition will need to be coordinated with the Rolling Hills Church of Christ driveway. It is anticipated the storage to be approximately 50 feet.

Developer shall complete the following Right-of-Way improvement for the property that will be developed by Developer:

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  - b. On the northbound and southbound approaches of Wall Street, provide a left-turn lane bay with 50 feet of storage and transition to a center two-way left-turn lane.

**STAFF RECOMMENDATION:**

Staff recommends approval.