

RESOLUTION NO. 88-04

A RESOLUTION RATIFYING THE AGREEMENTS REACHED BETWEEN THE MAYOR AND HAL R. PETTIGREW IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF THE GATEWAY PROJECT

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE, that the negotiations between the Mayor and representatives of Hal R. Pettigrew and Hal R. Pettigrew, Trustee, pertaining to the proposed development of the Gateway project as set forth in the preliminary draft of an agreement, a copy of which is attached hereto as Exhibit 1 to this Resolution, are hereby ratified, confirmed and approved.

The Mayor and Recorder are hereby authorized to enter into an agreement in the same or substantially same form as Exhibit 1 to this Resolution which is hereby adopted in its entirety by reference.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN on this the 21st day of March, 1988.



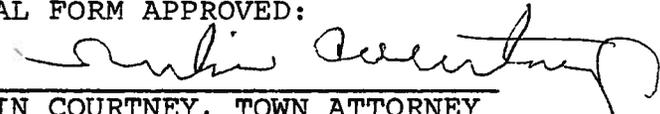
GEORGE C. JONES, MAYOR

ATTEST:



JUNE QUIRK, RECORDER

LEGAL FORM APPROVED:



ROBIN COURTNEY, TOWN ATTORNEY

CONTRACT

This contract made and entered into on this the _____ day of March, 1988, by and between HAL R. PETTIGREW and HAL R. PETTIGREW, TRUSTEE, party of the first part, hereinafter sometimes referred to as "Developer" and the Town of Spring Hill, Tennessee, a municipal corporation, party of the second part, hereinafter sometimes referred to as "Spring Hill".

Preliminary Statements.

In anticipation of the intense growth and development within the current city limits of the Town of Spring Hill projected by reason of the construction of the Saturn complex adjacent to its city limits, the Town of Spring Hill has imposed certain regulatory fees and charges on future developments to offset the costs of improvements to its municipal facilities. Developer proposes a substantial development of residential, commercial and industrial facilities on property acquired by Hal R. Pettigrew, individually and as Trustee, which lies generally east of U. S. Highway 31 and west of Interstate 65 within the current city limits of the Town of Spring Hill, which will require the use of utilities furnished by the Town of Spring Hill. The parties hereto have reached certain agreements with reference to the use by Developer of these facilities and its payment for the costs to be incurred by Spring Hill to furnish these services, including additions to its current facilities.

Spring Hill agrees to furnish water and sewer service and to provide fire and police protection to the proposed development. The Developer agrees to install all water and sewer lines required within the proposed development at its expense. Developer agrees to pay part of the regulatory fees heretofore imposed by Spring Hill in the manner herein set out for the projected costs to the Town of Spring Hill of providing these

services, including additions to its present facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and of the mutual benefits and obligations herein bestowed and imposed, the parties hereto do hereby agree as follows:

1. Water Connection Charges. The Developer will install at his expense all water service lines, meter boxes and yokes within the development. Spring Hill has heretofore adopted a schedule of fees for connections to its water supply for residential, commercial and industrial connections. The parties estimate the tap fees to be thus generated within the development would be approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00). In consideration for the receipt in advance of the proposed connection fees, Spring Hill agrees to fix this fee at Seven Hundred Fifty Thousand Dollars (\$750,000.00) which Developer agrees to pay before Phase I of its Planned Unit Development is improved. Spring Hill agrees to waive connection fees within the development in exchange for this advance payment to use the funds thus received to upgrade and improve its water supply system including the construction of a 1.5 million gallon water storage tank and the installation of approximately 14,000 lineal feet of 12 inch water lines. The fee herein waived is the connection fee, it being understood that future customers will be assessed and must pay the meter deposit/service charge fee in effect at the time of such connections.

2. Sewer Reserve Charge. Spring Hill has heretofore imposed a Sewer Reserve charge for future developments. In consideration of the following agreements on the part of Developer, Spring Hill has agreed to credit the sewer reserve charge of Developer for the amounts hereinafter indicated.

A. In the construction and installation of the water lines to serve the development both within and without the area of the development, Developer agrees to "oversize" the water supply lines to serve areas outside of the development. The term "oversize" means the installation of pipes of a larger diameter

than required for the development. In consideration for this "oversizing", Developer will be granted the following Water Line Connection Credit:

1/2 x 9,000 lineal feet at \$25.00 per foot =	\$112,500.00
1/2 x 5,000 lineal feet at \$25.00 per foot =	\$ 62,500.00
1.5 million gallon storage tank -	\$250,000.00
Off Site Water Credit	\$425,000.00
On Site Water Credit	\$ 75,000.00
	\$500,000.00

B. Park Improvements. Developer agrees to provide Spring Hill a tract of land at the northeast corner of Kedron Road and John Lunn Road as shown on Attachment 1 to this Contract to consist of 8.55 acres. Developer agrees to execute, acknowledge and deliver to Spring Hill a General Warranty Deed conveying unencumbered fee simple title to this tract of land prior to the approval of Phase I of its Planned Unit Development. In addition, if the Maury County Board of Education agrees to construct a high school on the existing Spring Hill City Park property adjacent to the present Spring Hill Elementary School, then, in such event, Developer will pay the Town of Spring Hill One Hundred Fifty Thousand Dollars (\$150,000.00) for improvements at this park site, such payment to be made before the approval of Phase I of the Planned Unit Development. Should the Maury County Board of Education not construct a high school at this site, Developer will pay the One Hundred Fifty Thousand Dollars (\$150,000.00) for park improvements prior to the approval of Phase III of the Planned Unit Development. In exchange for the Deed to this tract of land and the One Hundred Fifty Thousand Dollar (\$150,000.00) payment, the Town of Spring Hill agrees to credit Developer the sum of Five Hundred Thousand Dollars (\$500,000.00) against the sewer reserve charge.

C. Fire Hall Improvements. In exchange for the following grants of land and capital improvements, Spring Hill agrees to credit the Developer the sum of One Million One Hundred Thousand Dollars (\$1,100,000.00) against its sewer reserve

charge. In consideration of this One Million One Hundred Thousand Dollar (\$1,100,000.00) credit, Developer agrees to convey by General Warranty Deed unencumbered fee simple title to two tracts of land each containing 1.5 acres for fire hall sites at the following locations:

(1) On Beechcroft Road adjacent to and West of the Ellie Jones property.

(2) At the intersection of the old Kedron Road and the John Lunn property adjacent to the proposed park site discussed above.

These tracts are defined on the map attached hereto as Attachment No. 1.

In addition to the conveyance of these two tracts of land, the Developer agrees to pay to the Town of Spring Hill the sum of Five Hundred Seventy Five Thousand Dollars (\$575,000.00) which Spring Hill agrees to use in the construction of a fire hall on each tract and the acquisition of equipment for the two fire halls. Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$237,500.00) of this sum shall be paid to Spring Hill prior to the approval of Phase I of the Planned Unit Development, which will be used for the construction of and equipment at the fire hall on the Beechcroft Road site. The remaining sum of Three Hundred Thirty Seven Thousand Five Hundred Dollars (\$337,500.00) shall be paid to Spring Hill prior to the approval of Phase III and will be used for the construction of and equipment at the fire hall on the Kedron Road site. The Deeds conveying unencumbered fee simple title to these tracts shall be delivered to the Town of Spring Hill prior to the approval of Phase I of the Planned Unit Development.

D. Oversizing Sewer Lines. Developer agrees to install sanitary sewer lines of a diameter in excess of that required for the waste water flows within its proposed development. The lengths and size of the sanitary sewer lines to

be constructed by Developer is set forth in Attachment No. 2 to this contract. In the consideration of this oversizing of the sanitary sewer lines, the Town of Spring Hill agrees to grant an additional credit of Five Hundred Eighty One Thousand Two Hundred Dollars (\$581,200.00) against the Developer's sewer reserve charge.

E. City Improvements. The Developer further agrees to pay to Spring Hill the sum of Fifty Thousand Dollars (\$50,000.00) to be utilized for various city improvements prior to the approval of Phase I of its Planned Unit Development.

F. Summary. The projected total sewer reserve charge to be imposed on the Developer has been determined as follows:

$$1,664,173 \text{ gallons/day} \times \$3.00/\text{gpd} = \$4,992,519$$

Spring Hill agrees to grant the credits against this charge as hereinabove set forth as follows:

a. Park	\$ 500,000
b. Fire Halls	\$1,100,000
c. Oversizing Utility Lines	
1. Sanitary Sewer Lines	\$ 581,200
2. Water Lines	\$ 500,000
Total Sewer Reserve Credit	\$2,681,200

The Four Million Nine Hundred Ninety Two Thousand Five Hundred Ninety Dollars (\$4,992,519.00) will be credited with the above credit of Two Million Six Hundred Eighty One Thousand Two Hundred Dollars (\$2,681,200.00) leaving a balance of Two Million Three Hundred Eleven Thousand Three Hundred Nineteen Dollars (\$2,311,319.00), which shall be divided by the estimated gallons per day as follows:

Sewer Reserve Charge less credits:

$$\$4,992,519 - 2,681,200 = \$2,311,319$$

Sewer Reserve Charge Prorated on Gateway Demand:

$$\$2,311,319 \text{ divided by } 1,644,173 \text{ gpd} = \$1.39 \text{ gpd}$$

The Sewer Reserve Charge shall be paid at this prorated rate as thus determined ~~desired~~ prior to the approval of each phase of the Planned Unit Development submittal. The discharge of wastewater from each such phase will be calculated upon

submission to Spring Hill for approval.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands on this the day and date first above written.

HAL R. PETTIGREW, INDIVIDUALLY

HAL R. PETTIGREW, TRUSTEE

TOWN OF SPRING HILL, TENNESSEE

BY: _____
GEORGE C. JONES, MAYOR