

RESOLUTION NO. 89-04

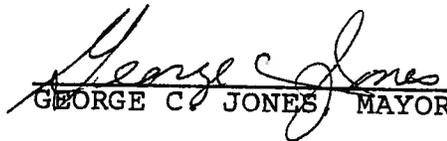
A RESOLUTION APPROVING THE PROPOSED CONTRACT
BETWEEN THE TOWN OF SPRING HILL AND HAL R. PETTIGREW

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF
THE TOWN OF SPRING HILL:

That a proposed contract between the Town of Spring
Hill and Hal R. Pettigrew and Hal R. Pettigrew, Trustee, a copy
of which is attached hereto as Exhibit 1 to this Resolution, is
hereby approved.

Be it further resolved that the Mayor is hereby
authorized to execute this proposed contract in substantially the
same form as set forth in the attachment and that this agreement
when so executed by the Mayor and Hal R. Pettigrew will be a
binding obligation of the Town of Spring Hill.

Passed and adopted by the Board of Mayor and Aldermen
on this 30th day of January, 1989.

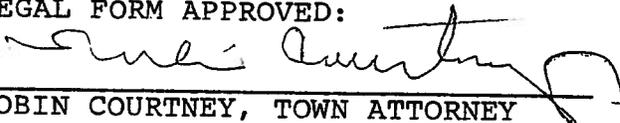


GEORGE C. JONES, MAYOR



JUNE QUIRK, RECORDER

LEGAL FORM APPROVED:



ROBIN COURTNEY, TOWN ATTORNEY

Prepared by:
File Robin Courtney
Columbia, Mo.

CONTRACT

This contract made and entered into on this the 15th day of March, 1989, by and between Hal R. Pettigrew and Hal R. Pettigrew, Trustee, parties 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 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, Spring Hill has imposed certain regulatory fees and charges on future developments to offset the costs of improvements of and additions to its municipal facilities. Developer proposes substantial residential, commercial and industrial developments on properties 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 and services furnished by the Town of Spring Hill. The property is shown on a drawing set forth on Exhibit "A" which is attached hereto. The proposed development is referred to as the Gateway Development and same is to be developed as a Planned Unit Development generally consistent with the plan shown in Exhibit "B" which is attached hereto. The parties hereto have reached certain agreements with reference to the use by Developer of these facilities and services and his payment for the costs to be incurred by Spring Hill to furnish

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these facilities and 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 his expense in the manner herein set forth. Developer agrees to pay part of the regulatory fees heretofore imposed by Spring Hill as set out herein for the projected costs to the Town of Spring Hill of providing these services and additions to its present facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and 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 and No/100 Dollars (\$1,500,000.00). In consideration of the receipt in advance of the proposed connection fees, Spring Hill agrees to fix this fee at Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) which Developer agrees to pay. This payment will be made before Phase I of the Planned Unit Development is approved. It is agreed that any such approval will not become effective until such payment. Spring Hill agrees to waive

connection fees within the development in exchange for this advance payment and 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 linear feet of 12 inch water lines. Spring Hill agrees construction of the water storage tank and the installation of said water line shall be completed within twenty-four (24) months from the date of receipt of said \$750,000.00, save and except that a water line from U.S. Highway 31 to the west boundary of the development along Kedron Road shall be completed within six (6) months from the date of receipt of the \$750,000.00. The fee herein waived is the connection fee, it being understood that future customers will be assessed and must pay any meter deposit or meter service charge fees in effect at the time of such connections.

2. Sewer Reserve Charge. Spring Hill has heretofore imposed a sewer reserve charge for future development. 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. Developer agrees to construct and install the water lines as reflected in the Planned Unit Development Plan heretofore submitted to Spring Hill within the area reflected on Exhibit "A" to serve future developments. Developer agrees to "oversize" certain water supply lines to be constructed so as to serve areas outside of the Gateway development. The term "oversize" means the installation of pipes of a larger diameter than required for the Gateway development. The lengths and size

of these water supply lines are set forth on said Planned Unit Development Plans. In consideration for this "oversizing", Developer will be granted the following utility line connection credit which shall be credited against the sewer reserve charge:

1/2 x 9,000 linear feet at \$25.00 per foot =	\$112,500.00
1/2 x 5,000 linear feet at \$25.00 per foot =	62,500.00
1.5 million gallon storage tank -	<u>250,000.00</u>
Off Site Water Credit	\$425,000.00
On Site Water Credit	75,000.00
TOTAL CREDIT:	\$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 described in Exhibit "D" which is attached hereto to consist of 8.55 acres. Developer agrees to cause to be executed, acknowledged and delivered to Spring Hill an General Warranty Deed conveying unencumbered fee simple title to this tract of land prior to the approval of Phase I of the Planned Unit Development as provided in Paragraph 1. 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 and No/100 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 as provided in Paragraph 1. Should the Maury County Board of Education not construct a high school at this site, Developer will pay the One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for park improvement prior to the approval of Phase

III of the Planned Unit Development as provided in Paragraph 1. In exchange for the Deed to this tract of land and the One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) payment, the Town of Spring Hill agrees to credit Developer the sum of Five Hundred Thousand and No/100 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 and No/100 Dollars (\$1,100,000.00) against the sewer reserve charge. In consideration of this One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) credit, Developer agrees to cause to be conveyed 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 East of Elise Jones property.

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

These tracts are described in Exhibit "E" which is attached hereto.

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 Thousand and No/100 Dollars (\$570,000.00) 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 and No/100 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 as provided in Paragraph 1, 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-Two Thousand Five Hundred and No/100 Dollars (\$332,500.00) shall be paid to Spring Hill prior to the approval of Phase III as provided in Paragraph 1 and will be used for the construction of and equipment at the fire hall at 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 as provided in Paragraph 1.

D. Oversizing Sewer Lines. Developer agrees to install sanitary sewer lines within the area reflected on Exhibit "A" of a diameter in excess of that required for the waste water flows within the proposed Gateway development in order to serve it and other future developments. The lengths and size of the sanitary sewer lines to be constructed by Developer is set forth in Exhibit "F" which is attached hereto which also calls for certain offsite construction. In 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 and No/100 Dollars (\$581,200.00) against the Developer's sewer reserve charge.

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E. Funds for City Improvements. The Developer further agrees to pay to Spring Hill the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) to be utilized for various city improvements prior to the approval of Phase I of the Planned Unit Development as provided in Paragraph 1.

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

1,664,173 gallons/day x \$3.00/gpd - \$4,992,519.00

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

a. Park	\$ 500,000.00
b. Fire Halls	1,100,000.00
c. Oversizing Utility Lines	
1. Sanitary Sewer Lines	581,200.00
2. Water Lines	500,000.00
Total Sewer Reserve Credit:	\$2,681,200.00

The Four Million Nine Hundred Ninety-Two Thousand Five Hundred Nineteen and No/100 Dollars (\$4,992,519.00) will be credited with the above credit of Two Million Six Hundred Eighty-One Thousand Two Hundred and No/100 Dollars (\$2,681,200.00) leaving a balance of Two Million Three Hundred Eleven Thousand Three Hundred Nineteen and No/100 Dollars (\$2,311,319.00), which shall be divided by the estimated gallons per day as follows:

Sewer Reserve Charge less credits:

\$4,992,519.00 - \$2,681,200.00 = \$2,311,319.00

Sewer Reserve Charge Prorated on the demand created by said Development:

\$2,311,319.00 divided by 1,644,173 gpd - \$1.40 gpd.

The Sewer Reserve Charge shall be paid at this prorated rate as thus determined prior to the approval of each phase of

the Planned Unit Development submittal as provided in Paragraph 1. This discharge of wastewater from each such phase will be recalculated upon its submission to Spring Hill for approval according to the applicable ordinances in effect at that time.

3. Construction of Facilities.

A. All water and sewer lines to be constructed by Developer shall meet the specifications and requirements of Spring Hill and all construction instruments must meet its approval prior to commencement of construction.

B. Within thirty (30) days after the construction instruments are approved by Spring Hill, Developer agrees to commence the construction of the sewer line from the Spring Hill Wastewater Treatment Plant on the north side of the Kedron Pike eastwardly approximately 2,500 feet to a point at where a stream flows from the north into Rutherford Creek. It is agreed that this construction will be completed within sixty (60) days after commencement. Developer further agrees to complete the construction of all water and sewer lines to serve the areas inside and in the vicinity of the Gateway Development within 24 months from the date of payment of the Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) as specified in Section 1.

C. It is agreed that the water and sewer lines to be constructed by Developer will become the property of the Town of Spring Hill. Spring Hill agrees to incorporate these lines into its water and sewer line system. Developer agrees to convey to the Town of Spring Hill permanent easements no less than 20 feet

in width for the maintenance, repair and replacement of these water and sewer lines which easements will extend an equal distance from the centerline of the respective water and sewer lines.

D. Where either the water or sewer lines to be constructed hereunder extend upon property owned by entities other than the Developer, Spring Hill agrees to acquire at its expense, by eminent domain if necessary, the easements required for the construction, installation, repair and maintenance of the water and sewer lines to be constructed.

4. Zoning Ordinance and Subdivision Regulations.

Nothing herein contained shall be construed to modify any of the provisions of the Spring Hill Zoning Ordinance or the Subdivision Regulations of the Town of Spring Hill in so far as they pertain to the proposed Gateway Development.

5. Running with the Land. The provisions hereof shall be covenants and obligations running with the land and shall be binding upon and inure to the benefit of the current and future owner or owners of the property described in Exhibit "A" or any part thereof.

6. Miscellaneous.

A. The fees and concessions agreed to herein by the Developer are in lieu of all other impact fees or facilities taxes which are for the purpose of providing parks, fire halls and fire hall equipment or water and sewer improvements.

B. This Agreement constitutes the entire agreement of the parties and all understandings and agreements heretofore had

between the parties are merged into this Agreement, which alone fully and completely expresses their understandings, with the exception of certain data, plans, and projections compiled by Barge, Waggoner, Sumner and Cannon on which certain portions of this agreement are based all of which shall survive this agreement.

C. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.

D. This Agreement shall be binding upon the Town of Spring Hill and its successors and on Hal R. Pettigrew, his heirs, personal representative(s), legatees, devisees, heirs, and assigns and Hal R. Pettigrew, Trustee, his successors and assigns.

E. Any time period specified herein for the completion of construction or installation by the Town of Spring Hill or Developer shall be automatically extended for the period of any delay caused by force majeure. For purposes hereof, force majeure shall mean earthquake, flood, acts of God, or the elements, war, insurrection, riot, strike, picketing, boycott, lockout, or unavoidable material shortage outside of the control of the respective parties which prevents, hinders or impedes construction.

7. In the event Phase I of the Planned Unit Development is not finalized and approved, the Seven Hundred Fifty Thousand and No/100 Dollar (\$750,000.00) payment is not made, and the other events required for the approval of Phase I have not occurred by September 1, 1989, this agreement shall be

null and void and of no further force or effect and neither party shall be bound by the terms hereof.

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

Hal R. Pettigrew
HAL R. PETTIGREW, Individually

Hal R. Pettigrew, Trustee
HAL R. PETTIGREW, Trustee

Maury County, State of Tennessee
Received for record the 2 day of May 1989 at 3:32 o'clock PM
Note Book 12 Pg 332 Receipt# 3715 Recording Fee 84.00
State Tax _____ Probate Fee _____ Total _____
Book 811 Page 391 Witness my hand Lennie W. Andrews
Register

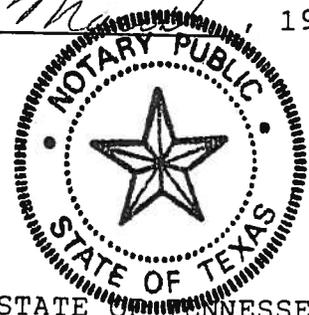
TOWN OF SPRING HILL, TENNESSEE
By: George C. Jones Mayor
George C. Jones, Mayor

I hereby certify that I registered the above instrument the 3 day of May 1989

STATE OF TEXAS
COUNTY OF TARRANT
Lennie W. Andrews
Register

Before me, a Notary Public, in and for the said State and County, duly commissioned and qualified, personally appeared Hal R. Pettigrew with whom I am personally acquainted and who, upon oath, acknowledged that he executed the within instrument for the purpose therein contained and in the capacity therein stated.

Witness my hand, at office, this 15th day of May, 1989.



STATE OF TENNESSEE
COUNTY OF MAURY

Carla B. Fulton
Notary Public, State of Texas

Printed Name: CARLA B. FULTON
My Commission Expires NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 9-13-89

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared George C. Jones, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Mayor of the Town of Spring Hill, Tennessee, a municipal corporation, and that he

executed the foregoing instrument for the purposes therein contained by signing the name of the Town of Spring Hill by himself as Mayor.

Witness my hand, at office, this 15th day of March, 1989.

June Quirk
Notary Public, State of Tennessee

Printed Name: June Quirk
My Commission Expires: 10-22-1991

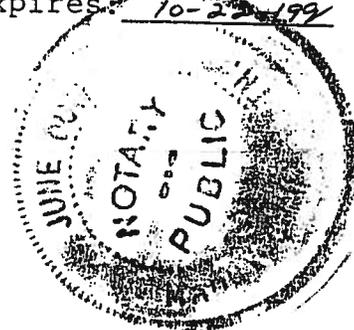
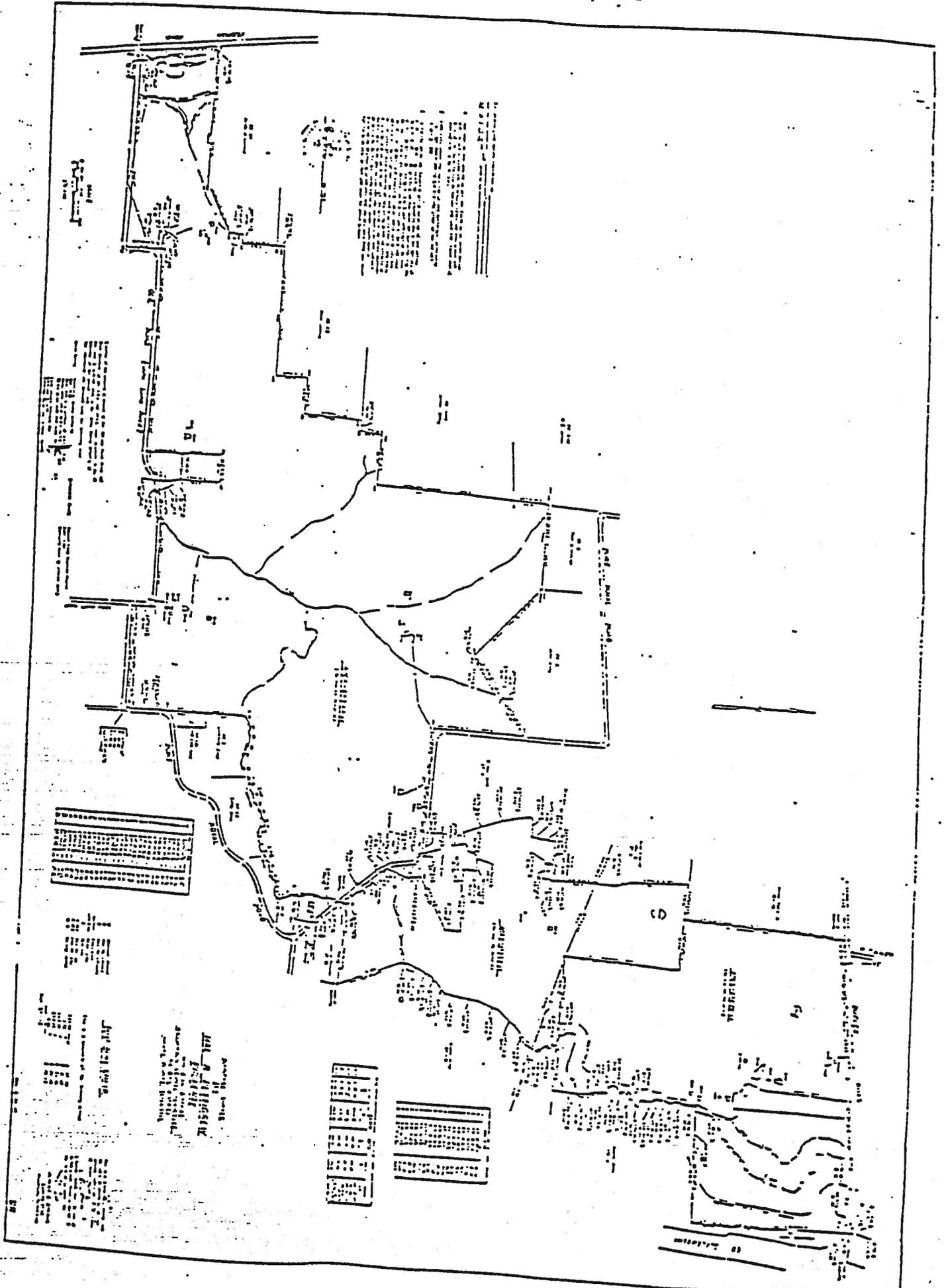


EXHIBIT LIST

- EXHIBIT "A" Legal Description of the Development
- EXHIBIT "B" Approved Site Plan
- EXHIBIT "C" Lengths and Sizes of Water Supply Lines
- EXHIBIT "D" Legal Description of 8.55 Ac. Park Site
- EXHIBIT "E" Legal Descriptions of Fire Hall Sites at Beechcroft Rd. and Kedron and John Lunn Rd.
- EXHIBIT "F" Lengths and Sizes of Sanitary Sewer Lines

EXHIBIT "A" - Development



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C

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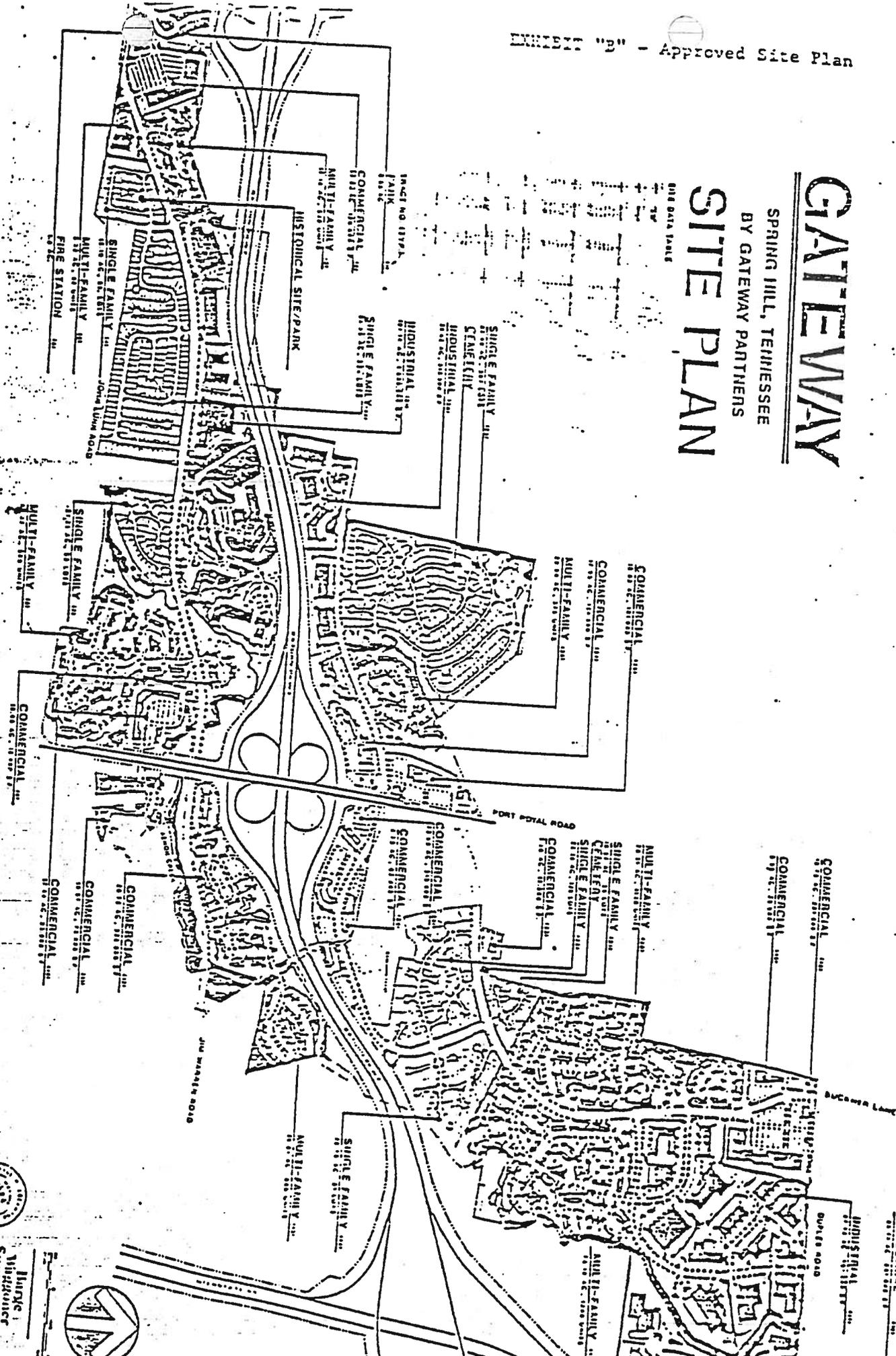
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GATEWAY

SPRING HILL, TENNESSEE
BY GATEWAY PARTNERS

SITE PLAN

ONE DATA TABLE



Large Morgan Spitzer and Johnson



EXHIBIT "C"
WATER SYSTEM IMPROVEMENTS

In accordance with the Agreement, several improvements will be made to the Town of Spring Hill's water distribution system. These improvements, which are off-site of the property, are described as follows:

1. Approximately 9,000 lineal feet of twelve inch diameter water line. The alignment of the water line shall be from U S Highway 31 at the northern boundary of the Saturn property along Kedron Road to the south side of the Saturn Parkway to the Gateway property.
2. Approximately 4,000 lineal feet of twelve inch diameter water line. The alignment of the water line shall be from the northern boundary of the Gateway property to a proposed tank site located near Buckner Road.
3. A 1.5 million gallon level storage tank to be constructed north of the proposed Gateway site.

EXHIBIT "D"

SURVEYOR'S DESCRIPTION

Park Site Description

Being a portion of the Hal R. Pettigrew property, Deed Book 574, Page 677, R.O.M.C., Tennessee, located in Spring Hill, Third Civil District, Maury County, Tennessee, and being east of Kedron Road and North of John Luna Road (Odil Road) and being more particularly described as follows:

BEGINNING at a point, this point being a point in the eastern boundary of Kedron Road at its intersection with the proposed northern boundary of John Luna Road;

THENCE, along the Kedron Road eastern boundary, the following three calls:

N 06° 29' 06" W, 572.84 feet to a point

N 24° 12' 36" E, 58.31 feet to a point;

N 00° 15' 27" E, 259.16 feet to a point;

THENCE, leaving the Kedron Road boundary along the right-of-way of the Saturn Parkway, the following three calls:

S 87° 07' 04" E, 191.65 feet to a point;

THENCE, with a curve to the left, having a delta of 27° 11' 39", a length of 248.90 feet, a tangent of 126.84 feet, a radius of 524.41 feet, a chord of N 79° 17' 05" E, 246.57 feet to a point;

THENCE, S 88° 38' 08" E, 53.64 feet to a point;

THENCE, leaving the Saturn Parkway right-of-way S 01° 46' 25" W, 659.49 feet to a point;

THENCE, along the boundary of the proposed Fire Hall site, the following two calls:

N 88° 13' 35" W, 200.00 feet to a point;

S 01° 46' 25" W, 326.70 feet to a point in the proposed northern boundary of John Luna Road;

THENCE, along said road boundary, the following three calls:

N 88° 13' 35" W, 76.98 feet to an iron pin;

Surveyor's Description
Page 2
Park Site Description

EXHIBIT "D"

N 71° 37' 00" W, 52.35 feet to an iron pin;

N 64° 01' 20" W, 100.89 feet to the point of beginning.

Containing 372,438 square feet, or 8.55 acres, more or less.

The description is based on a property line survey by Ronny G. Brown, RLS #763, dated October 23, 1985, and the Tennessee Department of Transportation's highway plans for the Saturn Parkway. Bearings are based on Mr. Brown's survey, they differ from the highway plans by 05° 45' 20".

BARGE, WAGGONER, SUMNER AND CANNON
File 9655-04
June 22, 1988

EXHIBIT "E"

SURVEYOR'S DESCRIPTION
FIRE HALL SITE

Being a parcel of land in the City of Spring Hill, Third Civil District, Maury County, Tennessee, being a part of the property conveyed to James Hendrix Jones by deed of record in Book 419, Page 210, R.O.M.C., and being more particularly described as follows:

BEGINNING at an iron pin in the northerly margin of Beechcroft Road, said iron pin being N 89° 02' 36" W, 220.25 feet, as measured along said northerly margin, from the centerline of Town Center Parkway, as extended;

THENCE, leaving said margin N 04° 43' 15" E, 400.00 feet to a point;

THENCE, S 61° 39' 58" E, 169.50 feet to a point;

THENCE, S 04° 43' 15" W, 372.50 feet to a point in the northerly margin of Beechcroft Road;

THENCE, with said northerly margin, S 89° 02' 36" W, 170.00 feet to the point of beginning.

Containing 65,350 square feet or 1.50 acre, more or less.

Barge, Waggoner, Sumner and Cannon
File 9655-04
June 23, 1988

EXHIBIT "E"
SURVEYOR'S DESCRIPTION

Fire Station
John Luna Road Site

Being a portion of the Hal R. Pettigrew property, Deed Book 574, Page 677, R.O.M.C., Tennessee, located in Spring Hill, Third Civil District, Maury County, Tennessee, and being north of John Luna Road (Odil Road) 182.46 feet east of the eastern right-of-way of Kedron Road and being more particularly described as follows:

BEGINNING at a point in the proposed northern margin of John Luna Road, 230.22 feet, east of the eastern right-of-way of Kedron Road;

THENCE, leaving the road N 01° 46' 25" E, 326.70 feet to a point;

THENCE, S 88° 13' 35" E, 200.00 feet to a point;

THENCE, S 01° 46' 25" W, 326.70 feet to a point in the northern margin of John Luna Road;

THENCE, along said margin N 88° 13' 35" W, 200.00 feet to the point of beginning.

Containing 65,340 square feet or 1.50 acres, more or less.

The description is based on a property line survey by Ronny G. Brown, RLS #763, dated October 23, 1985, and the Tennessee Department of Transportation's highway plans for the Saturn Parkway. Bearings are based on Mr. Brown's survey, they differ from the highway plans by 05° 45' 20".

BARGE, WAGGONER, SUMNER AND CANNON
File 9655-04
June 22, 1988

EXHIBIT "F"
SANITARY SEWER LINE IMPROVEMENTS

In accordance with the Agreement, several improvements will be made to the Town of Spring Hill's sanitary sewer system. These improvements, which are on and off-site of the property, described as follows:

1. Segment I: From the existing Spring Hill wastewater treatment plant to the confluence of Aenon Creek and Rutherford Creek.
Size of Line: 21 inches
Approximate distance of line: 4,000 lineal feet
2. Segment II: From the confluence of Aenon Creek and Rutherford Creek to the confluence of Aenon Creek and Grassy Branch.
Size of Line: 18 inches
Approximate distance of line: 11,600 lineal feet
3. Segment III: From the confluence of Aenon Creek and Grassy Branch extending upstream along Grassy Branch through the Gateway property.
Size of Line: 12 inches
Approximate distance of line: 2,700 lineal feet
4. Segment IV: From the confluence of Aenon Creek and Grassy Branch extending upstream along Aenon Creek through the Gateway property.
Size of Line: 15 inches
Approximate distance of line: 15,000 lineal feet