

RESOLUTION 11-26

A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE SPRING HILL MUNICIPAL PLANNING COMMISSION TO REDUCE THE EXISTING LETTER OF CREDIT FOR GOLF VIEW ESTATES SUBDIVISION, SECTION 6

WHEREAS, a Letter of Credit is currently in place for this development; and

WHEREAS, the Letter of Credit has a “shall automatically be extended” clause so it will only be terminated on written notification from the City of Spring Hill or the financial institution; and

WHEREAS, the existing surety is guaranteeing the construction of certain improvements; and

WHEREAS, the following improvements are required pursuant to the Final Plat:

Water, Sewer, Storm Water Drainage and Basins, Streets and Curbs and final topping to all streets with 1 ½ inches of hot mix asphalt; and

WHEREAS, to date, the improvements have not been completed and therefore a surety is required; and

WHEREAS, it is the recommendation of the Planning Commission that the existing Letter of Credit be reduced to the amount of \$105,000.00; and

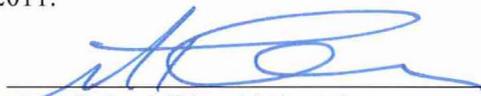
WHEREAS, it is anticipated that the date of completion for the above referenced improvements will be within the twelve (12) month period from the date of this resolution and in case such improvements are not completed in a timely manner, the Letter of Credit does not expire; and

WHEREAS, the developer is required under Article III, Section 3-102.201 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including storm drainage; and

WHEREAS, upon completion of the public improvements listed above, the Developer may be required to file a “maintenance” surety guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements by the Board of Mayor and Aldermen.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill that a reduction to the existing Letter of Credit for Golf View Estates Subdivision, Section 6 to the amount of \$105,000.00 is hereby approved.

Passed and adopted this 21st day of March, 2011.



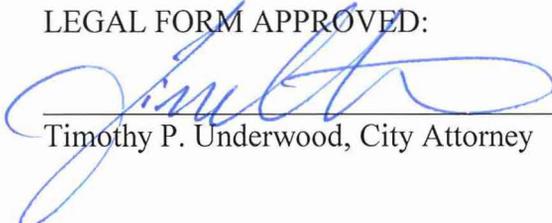
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

**RESOLUTION 11-08 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO REDUCE THE EXISTING LETTER OF CREDIT FOR
GOLF VIEW ESTATES SUBDIVISION, SECTION 6**

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WHEREAS, the following improvements are required pursuant to the Final Plat:

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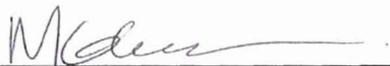
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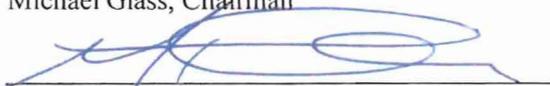
WHEREAS, upon completion of the public improvements listed above, the Developer may be required to file a "maintenance" surety guaranteeing performance of the public improvements for an additional one year period with the Planning Commission after the dedication and acceptance of such public improvements by the Board of Mayor and Aldermen.

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that a reduction to the existing Letter of Credit for Golf View Estates Subdivision, Section 6 to the amount of \$105,000.00 is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 14th day of March, 2011.



Michael Glass, Chairman



Michael Dinwiddie, Secretary

BOND INFORMATION SHEET

Site Name: Golfview Estates Subdivision, Phase 6

Type of Bond:	Letter of Credit	Original Bond Amount:	\$313,600	<u>Type of Action Requested:</u>
Bond #:	#168000616664	Current Bond Amount:	\$313,600	Establish Bond <input type="checkbox"/>
Bond Issued:	7/7/2009	25% of Original Amount:	\$78,400	Bond Renewal <input type="checkbox"/>
Expiration Date:	7/7/2010	(Per Section 3-102.202 of Sub. Regs)		Bond Reduction <input checked="" type="checkbox"/>
				Bond Release <input type="checkbox"/>

Past Actions

Date:	Type of Action:	Amount:	Reason:
6/21/2010	Renew	\$313,600.00	renewal due to lack of activity

Required Installation

Streets			
Binder Installed:	Yes		
Road Base:	Stone		
Compaction Test Submitted:	No	**	
Curb Installed:	Yes		
Final Topping installed:	No		
Street Signs Installed:	Yes		
Street Lights Required:	Yes		
Side Walks Required:	Yes		

Sewer	
Sewer Line Installed:	Yes
Sewer Line Tested:	10/17/2007
Pump Station Required:	Yes
"As Built" Drawings Submitted:	Yes
Meets City Specifications:	Yes

Storm Water Drainage System			
System Installed:	Yes		
"As Built" Drawings Submitted:	No		
Meets City Specifications:	Yes		

Water	
Water Line Installed:	Yes
Water Line Tested:	11/17/2007
"As Built" Drawings Submitted:	Yes
Meets City Specifications:	Yes

** If stone base is installed, compaction testing is not required

BOND INFORMATION SHEET

Site Name: Golfview Estates Subdivision, Phase 6

Miscellaneous Site Information			
Total Number of Lots:	80	Developer:	Welling Corporation
Current Number of Available Building Lots:	74	In Bankruptcy:	No
Amenities:	Complete:		NO
1. Walking Trail			
2			
3			

Staff Comments:

1. The Letter of Credit has an automatic renewal clause
2. A final walk through inspection will need to be requested and completed prior to release of the performance bond and establishment of a maintenance bond.
3. Storm sewer as-builts have not been submitted to the City
4. Developer is requesting a reduction in the surety amount to \$105,000.00

Staff Recommendation:

Reduce the Letter of Credit amount to \$105,000.00 conditioned on receiving storm water as-builts.

Chris Brooks
Building Official
City of Spring Hill



The Copy

BancorpSouth Bank
Irrevocable Standby Letter of Credit
BancorpSouth Bank
Tupelo, Mississippi

Issue Date: July 7, 2009

Letter of Credit Number: 168000616664

Expiration Date: July 7, 2010

Beneficiary: City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Applicant: Welling Corporation
1650 Murfreesboro Rd., Ste. 200
Franklin, TN 37067

Amount (figures): \$313,600.00 USD

Amount (words): Three Hundred Thirteen Thousand Six Hundred and No/100 US Dollars

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein below.

Draft(s) drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number 168000616664 dated July 7, 2009" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by a statement executed by Beneficiary stating as follows:

"The undersigned hereby certifies that Welling Corporation is in default under the terms of that certain contractual agreement between Welling Corporation and City of Spring Hill for Section 6 in Golf View Estates as required by the City of Spring Hill and the applicable period to cure such default has expired."

The proceeds of draft(s) drawn hereunder must be credited to amounts owed to you by the Applicant.

We do hereby engage with you that draft(s) drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: BancorpSouth Bank, One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi, 38804 Attention: Trade Finance Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date (whether the original Expiration Date provided above or any extended

One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804

or final expiration date as provided herein), at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

The Expiration Date of this Irrevocable Standby Letter of Credit shall automatically be extended for one (1) year from the Expiration Date, and likewise thereafter for one (1) year from any such extended expiration date, unless not less than thirty (30) days prior to the Expiration Date or any such extended expiration date we shall send written notice that we have elected not to extend or further extend the expiration of this Irrevocable Standby Letter of Credit. Notwithstanding anything in the foregoing sentence to the contrary, in no event, and without further notice from us, shall the expiration of this Irrevocable Standby Letter of Credit be automatically extended beyond July 7, 2014, on which date this Irrevocable Standby Letter of Credit, if not previously expired, shall finally expire without the necessity of any notice to you thereof.

Partial drawings are permitted. The original of this Irrevocable Standby Letter of Credit and any amendments thereto must be presented with any drawing. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This Irrevocable Standby Letter of Credit is governed by the laws of the State of Tennessee without regard to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than Tennessee, and, insofar as not inconsistent with the laws of Tennessee, shall be subject to the International Standby Practices 1998 (International Chamber of Commerce Publication ISP 98).

BANCORPSOUTH BANK
BY: 
David E. Herrell
ITS: Senior Vice President

One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804

EXHIBIT A

SIGHT DRAFT

TO: BancorpSouth Bank
One Mississippi Plaza
201 South Spring Street
Tupelo, Mississippi 38804
Attention: Trade Finance Department

(Date)

Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number
dated _____.

DRAFT AMOUNT (in words):

_____ and ____/100's Dollars

DRAFT AMOUNT (in figures): \$ _____

REMITTANCE ADDRESS:

File Copy

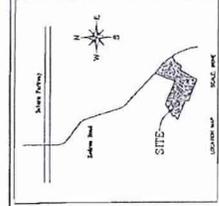
AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT
THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT
SPECIFIED ABOVE.

BENEFICIARY:

City of Spring Hill

By: _____

Title: _____



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CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat hereon has been prepared in accordance with the provisions of the Subdivision Map Act, Chapter 462, of the California Government Code, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California.

Date: 12/07/2007

12/07/2007

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM

I hereby certify that the water and sewer systems shown on this plat are in accordance with the provisions of the Subdivision Map Act, Chapter 462, of the California Government Code, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California.

Date: 12/07/2007

12/07/2007

CERTIFICATE OF SURVEY ACCURACY

I hereby certify that I am (a) and the owner (b) of the property shown on this plat, and that I have caused the same to be surveyed and the results of the survey to be shown on this plat, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California.

Date: 12/07/2007

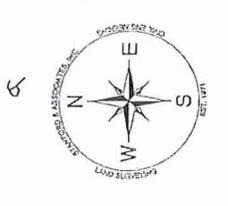
12/07/2007

CERTIFICATE OF APPROVAL OF THESE PLATS FOR ROAD RECORDING

I hereby certify that I am (a) and the owner (b) of the property shown on this plat, and that I have caused the same to be surveyed and the results of the survey to be shown on this plat, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California, and that the same is a true and correct copy of the original as filed with the County Clerk of San Diego County, California.

Date: 12/07/2007

12/07/2007



GENERAL NOTES

- The Surveyors' Association of Golf View Subdivision will be responsible for the statements of them shown and approved on this plat.
- The Engineer of Golf View Subdivision, Section 5, will be responsible for the statements of them shown and approved on this plat.
- ALL ROAD RIGHTS: This parcel is not to be used for any purpose other than that shown on this plat.
- SEWERAGE: A PIPE (12" DIA) TO BE CONCRETE CONDUIT SHALL BE INSTALLED ALONG THE SIDE OF ALL DRIVEWAYS, SEE 8/10 STREET.
- The purpose of this plat is to create 6 residential lots.
- Survey Calculations: 60 1/4" x 23.20" area = 2.15 A/P.
- Survey Notes: 2.13, 2.22, 2.23, 2.24, 2.25, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 2.32, 2.33, 2.34, 2.35, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41, 2.42, 2.43, 2.44, 2.45, 2.46, 2.47, 2.48, 2.49, 2.50, 2.51, 2.52, 2.53, 2.54, 2.55, 2.56, 2.57, 2.58, 2.59, 2.60, 2.61, 2.62, 2.63, 2.64, 2.65, 2.66, 2.67, 2.68, 2.69, 2.70, 2.71, 2.72, 2.73, 2.74, 2.75, 2.76, 2.77, 2.78, 2.79, 2.80, 2.81, 2.82, 2.83, 2.84, 2.85, 2.86, 2.87, 2.88, 2.89, 2.90, 2.91, 2.92, 2.93, 2.94, 2.95, 2.96, 2.97, 2.98, 2.99, 3.00, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28, 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36, 3.37, 3.38, 3.39, 3.40, 3.41, 3.42, 3.43, 3.44, 3.45, 3.46, 3.47, 3.48, 3.49, 3.50, 3.51, 3.52, 3.53, 3.54, 3.55, 3.56, 3.57, 3.58, 3.59, 3.60, 3.61, 3.62, 3.63, 3.64, 3.65, 3.66, 3.67, 3.68, 3.69, 3.70, 3.71, 3.72, 3.73, 3.74, 3.75, 3.76, 3.77, 3.78, 3.79, 3.80, 3.81, 3.82, 3.83, 3.84, 3.85, 3.86, 3.87, 3.88, 3.89, 3.90, 3.91, 3.92, 3.93, 3.94, 3.95, 3.96, 3.97, 3.98, 3.99, 4.00, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.31, 4.32, 4.33, 4.34, 4.35, 4.36, 4.37, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.44, 4.45, 4.46, 4.47, 4.48, 4.49, 4.50, 4.51, 4.52, 4.53, 4.54, 4.55, 4.56, 4.57, 4.58, 4.59, 4.60, 4.61, 4.62, 4.63, 4.64, 4.65, 4.66, 4.67, 4.68, 4.69, 4.70, 4.71, 4.72, 4.73, 4.74, 4.75, 4.76, 4.77, 4.78, 4.79, 4.80, 4.81, 4.82, 4.83, 4.84, 4.85, 4.86, 4.87, 4.88, 4.89, 4.90, 4.91, 4.92, 4.93, 4.94, 4.95, 4.96, 4.97, 4.98, 4.99, 5.00, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 5.52, 5.53, 5.54, 5.55, 5.56, 5.57, 5.58, 5.59, 5.60, 5.61, 5.62, 5.63, 5.64, 5.65, 5.66, 5.67, 5.68, 5.69, 5.70, 5.71, 5.72, 5.73, 5.74, 5.75, 5.76, 5.77, 5.78, 5.79, 5.80, 5.81, 5.82, 5.83, 5.84, 5.85, 5.86, 5.87, 5.88, 5.89, 5.90, 5.91, 5.92, 5.93, 5.94, 5.95, 5.96, 5.97, 5.98, 5.99, 6.00, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21

WELLING CORPORATION

February 14, 2011

Mr. Chris Brooks
Director of Codes
City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174

RE: Section 6 Golf View Estates

Dear Chris,

As president of Welling Corporation, I respectfully request a reduction of my maintenance bond for section 6 Golf View Estates from its current amount of \$313,600.00. Because of the banking situation in our area and the country the only method of getting a bank to issue a letter of credit is to give the bank a cash deposit in the amount of the letter of credit. This \$313,600.00 is tied up so we cannot use this to purchase property in Spring Hill. When we purchased the 80 lots in Golf View we paid cash.

I have received estimates for the only items to complete the development of our section 6 lots.

Building and paving of the walking trail \$37,900.00 and paving the road in section 6 \$28,800.00.

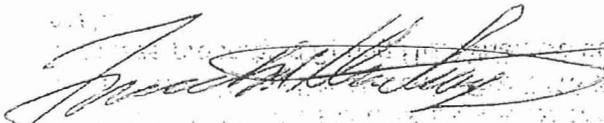
I realize the prices change from time to time and I propose the following:

Walking Trail	\$37,900.00 + 25% (\$9,475) =	\$ 47,375.00
Road Surface	\$28,800.00 + 25% (\$7,200) =	36,000.00
Miscellaneous Repairs (if any)		<u>20,000.00</u>
Bond Deposit Total		\$103,375.00

In conclusion I request a reduction to \$105,000.00 using the above calculations as supporting documentation.

Sincerely,

Welling Corporation



Fred M. Stevenhagen, President

1650 MURFREESBORO ROAD, SUITE 200, FRANKLIN, TENNESSEE 37067
615.383.1893 - 615.297.7287 fax

City of Spring Hill
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174
Phone: 931.486.2252 ext. 211
Fax: 931.486.3596



For additional information, send inquiries to:
Chris Brooks (cbrooks@springhilltn.org)

APPLICATION FOR SURETY

PROJECT NAME: Golf View Estates S/D PHASE: _____ SECTION: 6
OF LOTS APPROVED: 80 # OF LOTS REMAINING: 60
SURETY TYPE: MAINTENANCE _____ PERFORMANCE _____ RESTORATION
POSTED WITH: LETTER OF CREDIT _____ PERFORMANCE BOND _____ CASH
SURETY AMOUNT: \$ 313,600.00 EXPIRATION DATE: 7/7/2011
AUTOMATIC RENEWAL CLAUSE INCLUDED WITH SURETY: Y/N
PURPOSE OF SURETY: ROAD TOPPING AND PAVING OF WALKING TRAIL.

NAME OF FINANCIAL INSTITUTION: BANCORPSOUTH SURETY #: 1680006116664
CONTACT PERSON: Bill Waldkirch EMAIL: bill.waldkirch@bxs.com
ADDRESS: 1650 Murfreesboro Rd, Ste 150 CITY, STATE, ZIP: Franklin, TN 37067
PHONE NUMBER: (615) 465-5204 FAX NUMBER: (615) 595-4373

NAME OF OWNER/DEVELOPER OR REPRESENTATIVE: FRED M. STEVENHAGEN
ADDRESS: 1650 MURFREESBORO RD CITY, STATE, ZIP: FRAN
PHONE NUMBER: 615-383-1893 FAX NUMBER: 615-297-7287
EMAIL: FMS@UNITED STATES EQUITIES.COM

ACTION REQUEST

I (WE) REQUEST THAT THE FOLLOWING ACTION BE TAKEN:

- ESTABLISH NEW SURETY
- REQUEST FINAL INSPECTION AND RELEASE OF SURETY
- REQUEST REDUCTION OF SURETY AMOUNT
- REQUEST EXTENSION OF SURETY FOR (1) YEAR
(PLEASE PROVIDE PROOF OF DIFFICULTY BELOW)

EXPLANATION FOR PROOF OF DIFFICULTY: SIB LETTER "ATTACHED"

WELLING CORPORATION

Fred M. Steinhagen
Applicant Signature / Date
FRED M STEVENHAGEN

J B Rollins Contracting, LLC

200 Fowler Road
Shelbyville, TN 37160

931 685-9423

Estimate

Date	Estimate #
1/19/2011	1072

Name / Address
US Equities Corporation 1650 Murfreesboro Rd Ste 200 Franklin, TN 37067

P.O. No.	Terms	Project
	Net 30	Golfview Subdivision

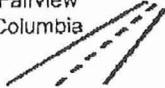
Description	Qty	Cost	Total
<p>Golfview Subdivision Walkway Subgrade approximately 1955' of 6'wide walkway. Will be subgraded to +/-1/10with maximum cross slope of 2%. Includes backfill and cleanup, seed and straw.</p> <p>Price excludes all layout, permits, drainage tiles, undercutting, stone, haul-off of spoils, inspection fees, fine grading, asphalt. Also exclude any repair or replacement of existing concrete or asphalt.</p> <p>Bid Alternate 1: Additional 200' of pathway. This price is only good if work may be performed at the same time as the base project. \$2000.00 If done at a later date, there will be an additional mobilization charge of \$750.00</p> <p>Bid Alternate 2: Provide and lay out 500x geo fabric. Price excludes stone. Labor and fabric only. Lump sum \$1854.00</p>	1	18,400.00	18,400.00

TERMS AND CONDITIONS:
 1. All invoices that remain unpaid after 30 days of the invoice date shall be subject to a finance charge of 1.5% per month until paid in full.
 2. Should JB Rollins Contracting, LLC at any time engage the services of an attorney for the purposes of enforcing this agreement, including, without limitation, the collection of any sums and amounts due and owing to JB Rollins Contracting, LLC, JB Rollins Contracting, LLC will be entitled to recover all costs and expenses, inclusive of attorney's

Total	\$18,400.00
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Quality Work Since 1957
Hot Mix Sales
Franklin
Fairview
Columbia



135 Old Carter's Creek Pike
Franklin, In. 37064

Phone: 615-794-2351
Fax: 615-794-2408

PROPOSAL TO:

UNITED STATES EQUITIES Corp.
1650 MURFREESBORO ROAD SUITE 200
Franklin, TN. 37067

M 582-1499

PH 383-1893

FAX 297-7287

DATE: 1-19-2011

PROJECT / BID:

GOLFVIEW ESTATES SECT. 6

PLACE T.C. AND 1 1/2" FINE TOP ON 4,563 SQ. YD. ²	\$ 28,800. ⁰⁰
WALKING TRAIL - 4" BASE, 2" TOP ON 1,707 SQ. YD. ²	\$ 19,500. ⁰⁰

Prices quoted based on current TDOT bituminous index unless noted above and may be subject to change.
Stakes and layout to be provided by others. A.C. INDEX E JAN 2011
Material testing not provided unless noted above.
All accounts payable within 30 days upon completion.

AUTHORIZED SIGNATURE  UP. 1/19/2011
ACCEPTED BY  DATE _____

CHECKLIST

Information for Planning Commission Packets

Deadline: 2-14-11

Development: Golfview Estates Phase 6

- Draft Resolution 11-08
- Bond Information Sheet ~~Bond~~
- Copy of Bond
- Copy of Recorded Plat or Aerial
- Developer Request for Reduction
- Cost Estimate for Reduction TN Valley Paving
JB Rollins Contracting
- Correspondence
- Initial Letter 2-14-11 requesting reduction
- Bond Recon Complete NA
- Bond Application Form 2-14-11 submitted
- Inspection Log (for new bonds) NA
- Copies of Packet Completed 10

*Application says 74 lots remain
City says 74 lots remain?*

**RESOLUTION 11-09
CITY OF SPRING HILL PLANNING COMMISSION**

**A RESOLUTION TO AMEND AND ADOPT A REVISION TO THE
SUBDIVISION REGULATIONS OF THE CITY OF SPRING HILL,
TENNESSEE**

WHEREAS, the City of Spring Hill Planning Commission shall, pursuant to Tennessee Code Annotated § 13-4-303, adopt and amend regulations governing the subdivision of land within the municipality; and

WHEREAS, the City of Spring Hill Planning Commission has adopted Subdivision Regulations for the City of Spring Hill; and

WHEREAS, the City of Spring Hill Planning Commission from time to time has amended the Subdivision Regulations in accordance with its duties; and

WHEREAS, the City of Spring Hill Planning Commission has, pursuant to Article 1-107 of the Subdivision Regulations of the City of Spring Hill and Tennessee Code Annotated § 13-4-303(c) held a public meeting regarding an amendment to the Subdivision Regulations; and

WHEREAS, the Subdivision Regulations currently list in the first paragraph of Section 5-105 the following: "The form of the offer of irrevocable dedication, required by Subsection 2-104. 1, Item 5, of these regulations..."; and

WHEREAS, the Subdivision Regulations currently list in Section 5-105 an example of the Form for Offer of Irrevocable Dedication; and

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF SPRING HILL PLANNING COMMISSION THAT THE SUBDIVISION REGULATIONS OF THE CITY OF SPRING HILL ARE AMENDED AND ADOPTED FOR SECTION 5-105 TO STATE AS FOLLOWS:

"The form of the offer of irrevocable dedication, required by Subsection 2-104. 1, Item 6, of these regulations..."; and

An updated version of the Form for Offer of Irrevocable Dedication is attached and made part of this resolution.

BE IT FURTHER RESOLVED, that all resolutions or parts of resolutions in conflict herewith, be and the same hereby, are repealed or modified as the case may be.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its adoption.

Passed and adopted by the City of Spring Hill Planning Commission on this 14th day of March, 2011.

Michael Glass Chairman

Michael Dinwiddie Secretary

LEGAL FORM APPROVED:

Timothy P. Underwood City Attorney

**FORM FOR OFFER OF
IRREVOCABLE DEDICATION**

AGREEMENT made this ____ day of _____ 20____, by and between the City of Spring Hill a municipal corporation, having its office and place of business at 199 Town Center Parkway, Spring Hill, Tennessee, hereinafter designated as the "City" and _____, a _____, having its office and place of business at _____ hereinafter designated as the "developer".

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled _____ dated _____ and prepared by _____ and

WHEREAS, said plat designates certain public improvements consisting of _____ to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Spring Hill Planning Commission and the City; and

WHEREAS, the Developer, simultaneously herewith, shall post a performance surety with the City for the construction, maintenance, and dedication of said improvements, if required;

WHEREAS, the Developer is desirous of offering for dedication the said improvements and land to the City more particularly described in Schedule _____ attached hereto;

WHEREAS, the Developer has delivered deeds of conveyance to the city for the said land and improvements as described herein;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) lawful money of the United States paid by the City to the Developer and other good and valuable consideration, it is mutually **AGREED** as follows:

- A. The Developer herewith delivers to the City deeds of conveyance for the premises described in Schedule ___ attached hereto, said delivery being a formal offer of dedication to the City until the acceptance or rejection of such offer of dedication by the City.
- B. The Developer agrees that said formal offer of dedication is irrevocable and can be accepted by the City at any time.
- C. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the performance surety and the requirements of the Spring Hill Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the City with respect thereto and, upon acceptance by the City of the offer of dedication, furnish to the City a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the City a check for all necessary fees and taxes to record the deeds heretofore delivered.
- D. That this irrevocable offer of dedication shall run with land and shall be binding on all assigns, guarantees, successors, or heirs of the Developer.

E. The City by action of the Board of Mayor and Aldermen on the ____ day of _____, 20____, accepted the infrastructure as presented in the offer of dedication and directed the governmental representative to sign the offer of dedication on behalf of the City

Developer Company Name:

_____ 20____
Date

_____ Developer Signature

(CORPORATE SEAL)

ATTEST: _____

FOR THE CITY OF SPRING HILL:

BY: _____
Signature

_____ 20____

_____ Printed Name

**ACKNOWLEDGEMENT:
COPARTNERSHIP**

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

On this ___ day _____ of 20___, before me personally appeared _____, to me known to be one of the firm _____, described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed such instrument as and for the act and deed of said firm.

CORPORATE

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

On this ___ day of _____ 20___, before me personally appeared _____, to me known, who, being by me first duly sworn, did depose and say that he resides in _____; that he is the _____ of _____ the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.

INDIVIDUAL