

**RESOLUTION 26-04**

**A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE AGREEMENT**

**WHEREAS**, the City of Spring Hill, Tennessee (the “City”) and GV Spring Hill, LLC (“GV”) are parties to an agreement concerning the Spring Hill Commerce Center, a planned development approved by ordinance of the City; and

**WHEREAS**, uncertainties have arisen between the City and GV related to the availability and timing of public wastewater treatment capacity and the processing of development applications affecting the project; and

**WHEREAS**, the City and GV have negotiated a proposed agreement intended to resolve existing and foreseeable uncertainties between the parties related to those matters, without any admission of liability by either party; and

**WHEREAS**, the proposed agreement establishes, among other things, commitments concerning:

- the immediate availability of a defined minimum amount of wastewater treatment capacity;
- the restoration of the full approved wastewater allocation by a date certain;
- the continued acceptance and processing of development applications in accordance with agreed capacity limits;
- a framework for potential future amendments to development approvals, subject to applicable public processes; and
- mutual releases and covenants not to sue related to the matters addressed therein; and

**WHEREAS**, the Board of Mayor and Aldermen finds that entering into an agreement on these terms is in the best interest of the City and serves to resolve uncertainties, provide certainty, and avoid the costs and risks of litigation; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:

**1. Authorization to Execute Agreement.**

The Mayor is hereby authorized and directed to execute an agreement with GV Spring Hill, LLC, in conformity with the material terms described above, together with such non-substantive, technical, or administrative modifications as may be approved by the City Attorney.

**2. No Admission of Liability.**

Approval of this Resolution and execution of the agreement shall not be construed as an admission of liability or wrongdoing by the City, all of which are expressly denied.

**3. Implementation.**

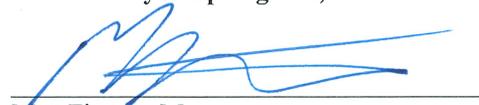
The Mayor, City Administrator, City Attorney, and other appropriate City officials are

authorized to take such further actions as are reasonably necessary to carry out the intent of this Resolution and the agreement executed pursuant hereto.

4. **Effective Date.**

This Resolution shall take effect upon its adoption, the public welfare requiring it.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

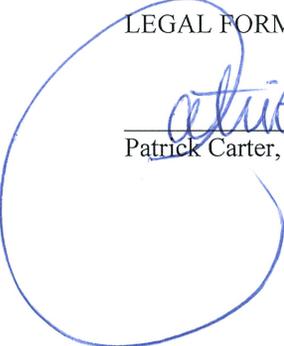
  
\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Settlement Agreement”) is entered into and intended to be effective as of December \_\_\_\_, 2025 (the “Effective Date”), by and between GV Spring Hill, LLC (hereinafter “GV”), a Delaware limited liability company with offices and an address for notice purposes C/O Greenlaw Partners, 2211 Michelson Drive, Suite 200, Irvine, CA 92612, and the CITY OF SPRING HILL, TENNESSEE (hereinafter the “City”, or “CITY”), a municipal corporation, organized and existing under the laws of the State of Tennessee, having its offices and address for notice purposes at 199 Town Center Parkway, Spring Hill, TN 37174. For purposes of this Settlement Agreement GV and the City may hereinafter from time to time be referred to singularly as a “Party”, or collectively as the “Parties”.

### RECITALS

WHEREAS, GV is the owner of a certain real estate development project located in Maury and Williamson Counties in the State of Tennessee known as the Spring Hill Commerce Center (the “Project”) which Project was initially approved as City Ordinance 22-26 on January 3, 2023 as PDP 1323-2022, the current conditions (as of the Effective Date hereof) of which approval are described in detail in both an amendment to the Project approvals (the “Amended Conditions of Approval”) effected by City Ordinance 25-04 (formerly Ordinance 24-20) dated May 19, 2025, and which Project approvals were extended for a period one year through January 3, 2027 by City Ordinance 25-09 dated May 19, 2025; and

WHEREAS, GV and the City are the parties to a certain Amended and Restated Joint Development Agreement (the “Development Agreement”) dated May 19, 2025, approved by the City Board of Mayor and Aldermen on May 19, 2025, as City Resolution 25-24; and

WHEREAS, on August 5, 2025, the City Board of Mayor and Aldermen approved by City Resolution 25-183 the mayor’s execution of a certain Consent Order and Assessment No. WPC25-0093 (the “Consent Order”) by and between the City and the Tennessee Department of Environment and Conservation (“TDEC”) which, among other things, established a development moratorium affecting the Project; and

WHEREAS, the Amended Conditions of Approval pertaining to the Project permit the discharge of 80,000 gallons-per-day (“GPD”) of effluent generated by or through the Project to a public wastewater treatment plant known as the Water Reclamation Facility (“WRF”) owned and operated by the City and having a maximum treatment capacity of 5,000,000 GPD; and

WHEREAS, following its execution of the Consent Order the City provided both written and verbal assurances to GV and its agents and representatives that the City would classify the Project (along with one (1) distinct and unrelated project known as “Legacy Point”) within a priority category amongst other real estate development projects within the City’s corporate limits and would ‘reserve’ a portion of its remaining sewer treatment capacity for vested but inactive projects (understood to be approximately 269,903 GPD) at the WRF due to the Project’s

anticipated benefits to, associated Development Agreement with, the City to the full extent of its approved sewer allocation of 80,000 GPD; and

WHEREAS, in November, 2025 the City administration, legal, and development services departments recommended to the City Board of Mayor and Aldermen that the Project's reservation be 'vacated', and that the City's remaining sewer capacity be divided instead among nine (9) projects (inclusive of GV's Project and Legacy Point), while also reserving 62,500 GPD of treatment capacity for approximately 250 new residential homes; and

WHEREAS, the City Board of Mayor and Aldermen proceeded to approve Resolution 25-259 dated November 3, 2025 (modifying prior Resolution 25-238) which temporarily suspends the acceptance and processing of development applications, with certain exceptions; and

WHEREAS, the City has proposed to reduce the sewer capacity immediately available to the Project from 80,000 GPD to 20,000 GPD; and

WHEREAS, GV justifiably relied upon the City's promises and representations that the sewer treatment capacity described in the Project's Amended Conditions of Approval would be unmodified, unchanged, and otherwise reserved, and proceeded to continue solicitation and negotiation of contracts for the purchase and sale of real estate within the Project to bona-fide third parties; and

WHEREAS, significant ambiguity now exists with respect to the availability of sewer treatment capacity at the City's WRF both in terms of time and volume; and

WHEREAS, unless the sewer treatment capacity available and allocated to the Project is determined with certainty GV is likely to suffer damages and be irrevocably harmed as a result of its inability to consummate and fully perform under the terms and conditions of one or several contracts for the purchase and sale of its real estate within the Project; and

WHEREAS, the City has provided further assurances to GV that the City, in consultation with TDEC, will be permitted to dispose of sewer water through alternative systems; so-called "STEP" Systems, and that the City's conversion of users from the WRF to these alternative systems will create capacity for new development which will be exchanged on a gallon-for-gallon basis back toward the City's available sewer treatment capacity; and

WHEREAS, in addition to the alternative systems the City is actively investigating other means of legally disposing of wastewater with adjacent municipalities; and

WHEREAS, for their mutual benefit GV and the City desire to enter into a compromise and settle any existing and foreseeable disputes between them pertaining to the Subject Matter (defined below) in the manner provided for herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and

sufficiency of which are acknowledged, GV and the City, intending to be legally bound, agree as follows:

1. This Settlement Agreement is intended to compromise and settle with finality the following (the “Subject Matter”):

- (a) any claims, actions, suits, demands, damages, judgments, costs, or losses, of every kind and nature resulting from, arising out of, or related to the City’s failure or refusal to permit Developer to proceed with the permitting, construction, use, development, or operation of the Project including, but without implied limitation, refusal to accept or process development applications from GV, or any of its successors or assigns, as a result of limitations now or hereafter imposed by the Consent Order, or any substantially similar order (inclusive of any resolution or ordinance enacted by City), or the unavailability (in time or in volume, and for any reason) of sewer discharge and treatment capacity for Project effluent at the City’s WRF, except for those causes of action arising from, out of, or incidental to a breach of or default under this Settlement Agreement; and
- (b) any claims, actions, suits, demands, damages, judgments, costs, or losses of every kind and nature resulting from, arising out of, or related to the City’s vacation of the Project’s sewer capacity reservation as herein described and reduction of sewer discharge treatment capacity made immediately available to the Project, except for those causes of action arising from, out of, or incidental to a breach of or default under this Settlement Agreement.

2. As of the Effective Date, the Project shall immediately and irrevocably benefit from not less than 20,000 GPD of sewer discharge and treatment capacity at the City’s WRF. The City shall provide written confirmation of the foregoing within three (3) business days of its receipt of written request from GV or any representative, agent, successor, or assignee of GV including, but without implied limitation, any of GV’s contract purchasers and their development agents, attorneys, investors, and lenders.

3. The City shall provide to the Project public sewer discharge and treatment capacity of not less than 80,000 GPD at the City’s WRF on or prior to April 30, 2027. The City shall provide written confirmation of the foregoing within three (3) business days of its receipt of written request from GV or any representative, agent, successor, or assignee of GV including, but without implied limitation, any of GV’s contract purchasers and their development agents, attorneys, investors, and lenders.

4. The City shall accept and process, in its ordinary course of business, development and construction applications submitted by GV and / or its successors and assigns and shall issue all associated and unconditional permits and/ or authorizations notwithstanding any permanent or temporary moratorium or suspension of any kind, whether existing or in the future passed and enacted, insofar as the buildings and other land uses within the project do not exceed the sewer treatment capacity limits provided for under this Settlement Agreement.

5. Provided that GV makes appropriate and timely applications to the City Planning Commission for modification of its Planned Development approvals, the City shall permit and approve the following (further) modification to the Project approvals and / or the Project's Amended Conditions of Approval not later than March 31, 2026: Condition #31 shall be changed to increase the GPD of sewer permitted to the applicant for the Project from the sum of 80,000 GPD to a sum not less than 200,000 GPD which treatment capacity volume will be made available not later than December 31, 2027.

6. Provided that GV makes appropriate and timely applications to the City Planning Commission the City shall publish notice of, schedule, and convene public meetings and / or hearings for the following business on or prior to March 31, 2026: Application to rezone to the I-2 Zoning District and subsequently incorporate into the Project's Planned Development Approval two (2) parcels of real property owned by GV in Williamson County and identified in City Resolution 25-13 ratifying the adoption of Resolution 24-286, dated January 6, 2025, annexing into the corporate limits of the City by ANX 1620-2024 and ANX 1621-2024, being Williamson County Tax Map 170, Parcel 027.00 addressed as 0 Clark Road; and Williamson County Tax Map 170, Parcel 009.00 addressed as 2860 Clark Road.

7. The City shall undertake, satisfy, and observe, as necessary, any and all prior public notice, meeting, and hearing requirements related both to the execution and delivery of this Settlement Agreement and the observation or performance of each and all obligations imposed upon the City by this Settlement Agreement at its sole cost, effort, and expense.

8. GV, for itself and for all persons or entities claiming under, by or through it, fully and unconditionally releases and forever discharges CITY from liability related to or arising with respect to the Subject Matter of whatever kind or nature, whether in law or equity, whether known or unknown, developed or undeveloped, asserted or unasserted, absolute or contingent, that GV may have or may have had against them, from the beginning of time through the Effective Date of this Settlement Agreement, other than those obligations required to be performed or observed under this Settlement Agreement.

9. Provided the City is not in breach of this Settlement Agreement GV, for itself and its successors and assigns, covenants never to commence, prosecute, or file any claim or cause of action relating to the Subject Matter against City.

10. City, for itself and its successors and assigns, covenants never to commence, prosecute, or file any claim or cause of action relating to the Subject Matter against GV or any of its directors, officers, managers, attorneys, or employees for any acts or omissions conducted in every capacity.

11. GV represents and warrants that:

(a) GV and the individual executing this Settlement Agreement possesses all legal authority and power in his or her capacity as set forth below to enter into and perform its obligations under this Settlement Agreement and to bind GV to the agreements set forth herein; and

(b) GV's entry into and performance of its obligations under this Settlement Agreement do not and will not breach or violate any contract to which GV is a party or any applicable court or regulatory order, statute, regulation, or rule by which GV is legally bound.

12. CITY represents and warrants that:

(a) CITY and the individual executing this Settlement Agreement possesses all legal authority and power in his or her capacity as set forth below to enter into and perform its obligations under this Settlement Agreement and to bind CITY to the agreements set forth herein; and

(b) CITY's entry into and performance of its obligations under this Settlement Agreement do not and will not breach or violate any contract to which CITY is a party or any applicable court or regulatory order, statute, regulation, or rule by which CITY is legally bound.

13. Neither the performance of any covenants contained herein, nor anything contained or incorporated herein shall be deemed, nor shall the negotiation, execution and performance of this Settlement Agreement constitute, any admission or concession of liability or wrongdoing on the part of either Party. Any such liability or wrongdoing is expressly denied.

14. In the event of a merger with, or acquisition of a controlling interest in GV by, or a sale or disposition of all or substantially all of the assets of GV to, a third party and/or successors in interest, CITY, for itself and its successors and assigns, covenants to release GV from the terms and conditions of this Settlement Agreement and to instead observe and be bound to GV's successor in interest as the principal counterparty to this Settlement Agreement.

15. This Settlement Agreement shall be construed, interpreted, governed, and applied in accordance with the laws of the State of Tennessee together with any applicable federal law. GV and City agree that any action to enforce the terms of this Settlement Agreement shall be brought exclusively in the state or federal courts of the State of Tennessee, and GV and City agree to consent to the personal jurisdiction of the courts situated in Maury County, Tennessee for any enforcement action brought by either party pursuant to this Settlement Agreement. Should any action or proceeding be brought either to enforce this Settlement Agreement, then the prevailing Party shall be entitled to an award of reasonable attorneys' fees.

16. The wording of this Settlement Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Settlement Agreement or any specific term or condition hereof. This Settlement Agreement shall be deemed to have been drafted by all Parties, and no Party shall urge otherwise.

17. This Settlement Agreement, including any and all materials incorporated herein by reference, contains the entire and only understanding and agreement of GV and the City relating to the Subject Matter of this Settlement Agreement, and supersedes all prior discussions, undertakings, agreements, and/or negotiations whether oral or in writing. No representations or

warranties shall be deemed to have been made by GV or the City in connection with the Subject Matter unless expressly set forth herein.

18. No modification of this Settlement Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification is sought unless made in writing and signed on behalf of such party by one of its duly authorized representatives. The Parties, however, agree to execute such other and further documents as may prove necessary to effectuate the terms and intents of this Agreement which shall not be considered modifications unless the context requires.

19. Should a court of competent jurisdiction hold any provision of this Settlement Agreement to be invalid, illegal, or unenforceable, such provision shall be considered severed. All other provisions, rights, and obligations shall continue in full force and effect without regard to the severed provision.

20. This Settlement Agreement shall be binding on the Parties, together with their successors, heirs, assigns, agents and representatives. GV and the City specifically intend that GV's successors and assigns, and each and all of GV's contract purchasers from time to time be intended third-party beneficiaries of this Settlement Agreement having an independent right of enforcement hereunder.

21. This Settlement Agreement may be executed in counterparts, all of which together constitute an original, and facsimile signatures shall be treated as original signatures.

22. GV and City agree that time is of the essence as to each provision of this Agreement.

23. The City acknowledges that GV will not have any adequate remedy at law in the event of City's breach of this Settlement Agreement or, specifically, its failure to observe or perform under paragraph 2 and paragraph 3 of this Settlement Agreement above, and GV will suffer irreparable damage and injury in such event. Accordingly, City agrees that GV, in addition to any other available rights and remedies, shall be entitled to equitable relief, including an injunction restricting City from committing or continuing any threatened or actual violation of this Settlement Agreement or an order for specific performance, without showing or proving any actual damage to GV, and without the necessity of posting a bond. City hereby waives the adequacy of a remedy at law as a defense to such relief. City's undertakings in this Settlement Agreement shall be construed as independent covenants, and no claimed or actual breach of any contractual or legal duty by GV, or any of its successors or assigns, shall excuse or terminate City's obligations under this Settlement Agreement or preclude GV from obtaining injunctive relief as a remedy for City's violation, or threatened violation of this Settlement Agreement. The remedies set forth herein are cumulative and non-exclusive, and GV may pursue any and all other relief available to it either at law or in equity.

[The remainder of this page is left intentionally blank. Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives as of the day and year first above written.

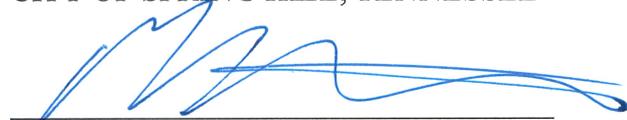
**GV:**

GV Spring Hill, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

**CITY:**

CITY OF SPRING HILL, TENNESSEE



\_\_\_\_\_  
Matt Fitterer, Mayor

Date: *January 5, 2026*