

RESOLUTION 26-05

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

WHEREAS, the City of Spring Hill, Tennessee (the “City”) and Spring Hill Holdings, LLC (“Spring Hill Holdings”) are parties to an agreement concerning a mixed-use project commonly known as the Legacy Pointe Development; and

WHEREAS, the Legacy Pointe Development has received zoning approvals, development entitlements, and wastewater capacity allocations pursuant to ordinances, resolutions, and development agreements previously approved by the Board of Mayor and Aldermen; and

WHEREAS, uncertainties have arisen between the City and Spring Hill Holdings related to the timing and utilization of public wastewater treatment capacity in light of a state-imposed sewer moratorium and related regulatory constraints; and

WHEREAS, the City and Spring Hill Holdings have negotiated a proposed agreement intended to resolve existing and foreseeable uncertainties related to wastewater capacity availability, development timing, and related obligations, without any admission of liability by either party; and

WHEREAS, the proposed agreement establishes, among other things:

- interim limitations on the use of a portion of previously allocated wastewater capacity through a date certain;
- the City’s commitment to restore and make available the remaining allocated and additional wastewater capacity by a date certain;
- coordination regarding amendments to existing development agreements, subject to applicable approvals;
- assurances regarding continued development processing and avoidance of unreasonable interference; 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 potential claims, protect prior public investments, and reduce litigation risk; 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 Spring Hill Holdings, 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 and City Administrator.

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 5th 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 “Agreement”) is entered into as of the ___ day of December, 2025, by and between the City of Spring Hill (the “City”) and Spring Hill Holdings, LLC, a Tennessee limited liability company (“Spring Hill Holdings”) (each a “Party” and, collectively, the “Parties”).

I. BACKGROUND

A. Spring Hill Holdings is in the process of developing a mixed-use development located in the City between Crossings Boulevard and Kedron Boulevard that may include commercial office development, multifamily and single-family residential development, retail development, restaurants and one or more hotels as shown on the Concept Plan attached hereto as Exhibit 1 (the “Legacy Pointe Development”).

B. During the development of the plans for the Legacy Pointe Development, Spring Hill Holdings submitted a detailed Water and Sewer Capacity Analysis for the project that was approved by the City. That analysis indicated that the entire Legacy Pointe Development would require an Average Daily Flow of 418,582 gallons of sewer per day (the “Total Sewer Capacity”). After extensive negotiations with the City, Spring Hill Holdings agreed to reduce the initial sewer capacity to 300,000 gallons of sewer per day (the “Initial Sewer Capacity”), in exchange for the City committing to provide the Initial Sewer Capacity. Spring Hill Holdings acknowledged that the City’s agreement to provide the remaining 118,582 gallons of sewer per day (the “Additional Sewer Capacity”) would be put on hold until the City started construction of the expansion of the City’s existing wastewater treatment plant, an alternate method of dealing with the excess wastewater was determined or Spring Hill Holdings found ways to proceed with less sewer demand.

C. On December 19, 2022, the Board of Mayor and Aldermen of the City adopted Ordinance 22-24 rezoning the Legacy Pointe Development property from C-5 and I-1 to Planned Development with a base zoning of C-5 (Commercial Mixed Use) (the “Rezoning Ordinance”).

D. The Rezoning Ordinance was approved subject to several conditions (the “Conditions of Approval”). One of the Conditions of Approval specifically allocated 300,000 gallons of average daily flow of sewer to the Legacy Pointe Development. Another of the Conditions of Approval required that the construction of all of Crossings Circle, and the connection of Crossings Circle to Kedron Road be completed prior to the issuance of the first Certificate of Occupancy for Phase 1A or 1B of the Legacy Pointe Development.

E. The Industrial Development Board of the City of Spring Hill, Tennessee (the “IDB”) approved the Economic Impact Plan for the Spring Hill Crossings Development Area (the “Economic Impact Plan”) on May 9, 2023, which provided for a tax increment financing incentive to provide funding for certain public infrastructure for the Legacy Pointe Development and beyond. The Board of Mayor and Aldermen approved the Economic Impact Plan by Resolution No. 23-89 on May 15, 2023. The Economic Impact Plan was also approved by the Maury County Commission on June 20, 2023, by Resolution No. 06-23-37 to permit Maury County’s incremental

property taxes to be utilized to provide funding for that public infrastructure for the Project. The construction of the Legacy Pointe Development is necessary for the creation of the incremental increase in property taxes that will be used to pay the cost of that public infrastructure pursuant to the Economic Impact Plan. That development cannot proceed without the 300,000 gallons of average daily flow of sewer capacity that was allocated to Spring Hill Holdings by Ordinance 22-24.

F. Spring Hill Holdings and the IDB entered into that certain Development and Tax Incentive Agreement Relating to the Spring Hill Crossings Development Area on the 24th day of February, 2024 (the “Development Agreement”). The Development Agreement provided that in connection with the proposed Legacy Pointe Development, Spring Hill Holdings would be required to complete the construction of a portion of the public infrastructure contemplated by the Economic Development Plan by December 31, 2026, with the remainder of the public infrastructure contemplated by the Economic Development Plan being required to be completed by June 1, 2028. The Development Agreement also required that Spring Hill Holdings obtain payment and performance bonds to secure the completion of the public infrastructure for the Legacy Pointe Development. The Development Agreement further provided that Spring Hill Holdings would be entitled to be reimbursed for the costs of the construction of such public infrastructure from the incremental City and Maury County property taxes generated from the development of the Legacy Pointe Development. Without the sewer capacity necessary for the construction of the Legacy Pointe Development, there will not be sufficient incremental City and Maury County property taxes generated from the development of the Legacy Pointe Development to provide this reimbursement.

G. Currently, Spring Hill Holdings has incurred approximately \$32 Million in construction costs for the Phase 1 public infrastructure for the Legacy Pointe Development. Those costs will continue to grow at a rate of approximately \$1.5 Million per month until the completion of all the public infrastructure required by the Development Agreement. In addition, Spring Hill Holdings has posted \$10 Million in Surety Bonds with the City guaranteeing Spring Hill Holdings’ performance of this infrastructure work.

H. The City has already committed 89,342 gallons of average daily flow of the Initial Sewer Capacity for buildings for which building permits have been issued in Phase 1B of the Legacy Pointe Development (the “Committed Capacity”).

I. In response to the sewer moratorium which has been imposed by a Consent Order entered into by the City and the Tennessee Department of Environment and Conservation, the City is now requesting that Spring Hill Holdings agree to only utilize 62,995 gallons of average daily flow of the remaining Initial Sewer Capacity until April of 2027, so as to permit the City to reallocate that capacity for other projects within the City.

J. By letter dated November 26, 2025, Spring Hill Holdings advised the City that in order to avoid litigation over the sewer capacity issue with the City, Spring Hill Holdings would be willing to negotiate an agreement to delay the use of the 147,663 gallons of average daily flow of sewer of the remaining Initial Sewer Capacity if the City would provide the 147,663 gallons of

average daily flow of sewer of the remaining Initial Sewer Capacity and the Additional Sewer Capacity to Spring Hill Holdings by no later than April 1, 2027.

II. RECITALS

A. The above Background is set forth for information purposes only, shall not constitute an admission by any Party, and is simply set forth as a prelude to the terms of the settlement between the Parties as set forth below.

B. Notwithstanding the allegations and positions of the parties in the pending litigation, the Parties desire to resolve the disputes between them on mutually agreeable terms, as set forth herein, for the purpose of avoiding any future burden and expense, and the uncertainty of litigation.

NOW, THEREFORE, in consideration of the covenants, promises and conditions contained in this Settlement Agreement, and for valuable consideration that is reflected in part herein, the parties, intending to be legally bound, hereby agree as follows:

III. TERMS

A. In the event the development of Phase 1B of the Legacy Pointe Development does not utilize all of the Committed Capacity, the remainder of the Committed Capacity may be utilized for any property within the Legacy Pointe Development.

B. Spring Hill Holdings agrees to only utilize 62,995 gallons of average daily flow of sewer of its remaining Initial Sewer Capacity (excluding any Committed Capacity reallocated within the Legacy Pointe Development under Section III, Paragraph A) until April 1, 2027.

C. The City agrees to provide the 147,663 gallons of average daily flow of sewer of the remaining Initial Sewer Capacity and the Additional Sewer Capacity to Spring Hill Holdings in the total amount of 266,245 gallons of average daily flow of sewer capacity (the “Remaining Sewer Capacity”) by no later than April 1, 2027.

D. The City will propose an amendment to the Development Agreement to (i) extend by 24 months all deadlines for the completion of the public infrastructure contained in the Development Agreement, and (ii) permit any additional public infrastructure costs incurred by Spring Hill Holdings to connect to the City’s sewer system in order to obtain Remaining Sewer Capacity to be eligible for reimbursement from the incremental City and Maury County taxes generated from the development of the Project, and request that the IDB approve the same. Spring Hill Holdings’ agreement to only utilize 62,995 gallons of sewer capacity until April 1, 2027 is subject to the approval of this amendment to the Development Agreement by the IDB.

E. In the event the City cannot complete improvements to the City’s sewer system or cannot provide alternative means to accept the Remaining Sewer Capacity by no later than April 1, 2027, then the City shall be responsible for providing, at no cost to Spring Hill Holdings, such

other alternative collection and disposal services as to ensure that the Remaining Sewer Capacity will be available to Spring Hill Holdings on and after April 1, 2027.

F. From and after the complete execution of this Agreement by all Parties, the City will not take any action that would (i) impose requirements or limitations inconsistent with the intent of this Agreement, or (ii) prevent or interfere with the construction of the Legacy Pointe Development, including but not limited to, unreasonably delaying or denying any required approvals, including grading permits, building permits or occupancy permits, or (iii) prevent the commencement of operations and ongoing operations of the Legacy Pointe Development. The foregoing is conditioned upon Spring Hill Holdings being in compliance with all terms of this Agreement.

G. For purposes of this Agreement, the term “City” includes all agencies, boards commissions and committees of the City.

IV. RELEASE

A. Subject to compliance with its obligations hereunder, each Party and its representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, is and shall forever be released and discharged from and for any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, that, in the broadest sense, in any way arise out of or are related to the reduction of the Initial Sewer Capacity to 62,995 gallons until April 1, 2027, and any related transactions and/or the facts and matters alleged in the Background or the Recitals that occurred prior to the complete execution of this Agreement by all Parties, **except for** any claims relating to or arising out of the failure and/or refusal of any Party to comply with the terms of this Agreement.

B. Each Party acknowledges and agrees that this Agreement applies to all of that Party’s claims, alleged losses, alleged damages and alleged causes of action, of whatever nature, whether these damages or losses are known, unknown, foreseen, unforeseen, patent or latent, which that Party might have against any other Party.

C. Each of the Parties acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true related to the matters set forth in this Agreement and agree that this Agreement shall remain in full force and effect, notwithstanding the existence of any such different or additional facts.

D. It is each Party’s intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, and cause of action hereinabove specified.

E. Each Party expressly acknowledges that this Release shall be given full force and effect to each and all of its terms and provisions, including as well those relating to unknown or unsuspected claims, demands, and causes of action, if any, and those relating to all other claims, demands, and causes of action hereinabove specified.

V. GENERAL PROVISIONS

A. ADVICE OF COUNSEL. The Parties hereby represent that they have been advised of the effect of this Agreement by their own attorneys, or that they have had the opportunity to consult with an attorney of their choosing, have investigated the facts and are not relying upon any representation or acknowledgement, whether oral or in writing, of any other Party hereto except as contained herein. Further, the Parties expressly waive any right to rescind this Agreement.

B. FURTHER ASSURANCES. The Parties hereto agree to perform such acts and to prepare, execute, and file any documents or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained, or to give full force and effect to this Agreement.

C. LAWSUIT(S) SEEKING TO ATTACK THE SETTLEMENT AGREEMENT. The Parties acknowledge that it is possible lawsuits could be filed by a third-party seeking to set aside the Settlement Agreement, whether on procedural or substantive grounds. If any such contemplated lawsuit is successful in setting aside the Settlement Agreement, then (i) Spring Hill Holdings' and the City's obligations under this Agreement shall terminate, and (ii) the City shall immediately restore to Spring Hill Holdings the 147,663 gallons of the remaining Initial Sewer Capacity. To avoid any confusion, the intention of the foregoing is to place Spring Hill Holdings in the position it held prior to the execution of the Settlement Agreement. The foregoing notwithstanding, the Parties may explore and enter into another settlement agreement, on the same or similar terms, in the event such a challenge to the Settlement Agreement is successful.

D. SUCCESSOR AND THIRD PARTIES. Each covenant set forth in this Agreement shall inure to the benefit of and be binding upon the Parties and their respective owners, heirs, successors, shareholders, officers, directors, assigns, attorneys, agents, employees, employers, representatives, and each of them. Spring Hill Holdings shall have the right to transfer or assign all or a portion of the sewer capacity to which it is entitled to under this Agreement to any entity, individual, or successor in interest owning property within the Legacy Pointe Development (the "New Owner") provided that Spring Hill Holdings shall notify the City in writing of any assignment or transfer of sewer capacity to the New Owner. In the event of the transfer of all or a portion of the sewer capacity to which Spring Hill Holdings is entitled to under this Agreement to a New Owner, the New Owner shall be entitled to enforce the City's obligations under Section III, Paragraph E to provide other alternative collection and disposal services as to ensure that the New Owner's portion of the Remaining Sewer Capacity is collected and disposed of by the City at no cost to the New Owner on and after April 1, 2027.

E. MEANING OF PRONOUNS AND EFFECT OF CAPTIONS. As used in this Agreement, the masculine, feminine and/or neuter gender, in the singular or plural, shall be deemed to include the others whenever the text so requires. Captions and paragraph headings are inserted solely for convenience and shall not be deemed to restrict or limit the meaning of the text.

F. ENTIRE AGREEMENT. Except as otherwise set forth herein, this Agreement embodies the entire agreement and understanding between the parties and supersedes all prior

agreements and understandings relating to the subject matter hereof. No course of prior dealing between the Parties, no usage of the trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term used herein. Each Party represents and warrants that it is not relying on any other Party for tax, bankruptcy or any other advice. This Agreement is a product of negotiation and preparation by and among each Party. Therefore, the Parties expressly acknowledge and agree that this Agreement should not be deemed prepared or drafted by one Party or the other and shall be construed accordingly.

G. COUNTERPARTS. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. Facsimile copies of this Agreement and the signatures hereto may be used with the same force and effect as the original. This Agreement shall be deemed fully executed and effective when all Parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures.

H. COVENANT NOT TO SUE. The parties agree that none of the parties shall in any manner challenge this Settlement Agreement. Each Party agrees not to sue or in any way assist or encourage any other person or entity in suing any Party with respect to any claim released herein. This release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the release contained herein.

I. MODIFICATION ONLY IN WRITING. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated, except by a subsequently executed instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

J. NO WAIVER. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such right, power, or remedy, or any acquiescence in any breach or default hereunder; nor shall any waiver of any breach or default of any Party hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to any Party hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of, any action begun to enforce any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights and remedies which any Party would otherwise have. Any waiver, permit, consent or approval by any Party of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing signed by the Party to be charged and only as to the specific instance.

K. REMEDIES. In the event of a breach of any provision of this Agreement, the parties, in addition to and not in lieu of the remedies expressly provided in this Agreement, shall be entitled to exercise such remedies that exist at law or equity to enforce this Agreement, including but not limited to seeking specific performance and/or injunctive relief. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, if either Party breaches any provision of this Agreement, then prior to the non-breaching Party being entitled to exercise any remedy expressly provided in this Agreement or otherwise at law or in equity to enforce this

Agreement, such breaching Party shall first be afforded the opportunity to cure such breach for a period of thirty (30) days after receiving written notice of such breach from such non-breaching Party; provided, however, that, if within such thirty (30)-day period, such breaching Party is diligently pursuing a cure of such breach but is reasonably unable to do so within such thirty (30)-day period, then such breach will not be deemed to have occurred if such cure is completed within a period of time (not to exceed ninety (90) days) reasonable under the circumstances

L. COMPROMISE OF DISPUTED CLAIM. The Parties hereto acknowledge that the execution of this Agreement and the consummation of the transactions contemplated hereby do not constitute an admission of liability or of any facts by any of the Parties. Except to enforce its terms, or as otherwise required by law, this Agreement shall not be offered or received in evidence in any action or proceeding in any court, administrative action or other tribunal for any purpose other than to enforce this Agreement.

M. CONSTRUCTION/SEVERABILITY. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to resolve completely those claims and disputes between the Parties, as more fully described herein. If any provision of this Agreement shall be determined to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof. This Agreement shall be construed without regard to the identity of the person who drafted its various provisions; each and every provision of this Agreement shall be construed as though all of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

N. VOLUNTARY AGREEMENT. This Agreement was freely and voluntarily entered into by the Parties who each had the opportunity to be represented and advised by counsel with respect to entering into this Agreement.

O. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the internal laws, other than choice of laws, of the State of Tennessee, regardless of where executed or performed. If any provision of this Agreement shall be determined to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement, but in no event shall such provision affect, impair or invalidate any other provision hereof.

P. VENUE. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the state courts located in Williamson County, Tennessee.

Q. ADMISSIONS. This Agreement is intended to be in compromise and settlement of disputed and unliquidated claims. Nothing herein shall constitute or be asserted as constituting any admission of liability or wrongdoing by or against any Party hereto.

R. EXHIBITS. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

S. EXPENSES. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement.

T. TIME IS OF THE ESSENCE. As to all obligations hereunder, time is of the essence.

[Signatures on Following Pages]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement, on the day and year set forth below.

CITY OF SPRING HILL

By: 
Matt Fitterer, Mayor
Date: January 5, 2026

SPRING HILL HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

Concept Plan for Legacy Pointe Development



Spring Hill Crossings
Concept Plan
December 15, 2012

