

RESOLUTION NO. 26-07

A RESOLUTION AUTHORIZING THE PURCHASE OF A CITY-LEASED BUILDING LOCATED AT 8060 STATION HILL DRIVE FROM JOHN MAHER BUILDERS, INC.

WHEREAS, the City of Spring Hill entered into a five-year lease agreement effective October 1, 2023, with John Maher Builders, Inc. for a 12,286 square foot office building located at 8060 Station Hill Drive; and

WHEREAS, the leased building currently accommodates office space needs for several City departments and is actively utilized for municipal operations; and

WHEREAS, the lease agreement provides the city with a pre-negotiated option to purchase the building for \$6,063,750.00, approximately \$494 per square foot, and Addendum 1 extended the deadline to complete the purchase to February 15, 2026; and

WHEREAS, the city's long-term facilities plan has included the potential construction of Phase 2 of the Community Services Annex (CSA) to provide a new office building for City departments, allowing the Station Hill Drive lease to terminate; and

WHEREAS, the estimated cost to construct Phase 2 of the CSA is currently \$21,500,000, which would require additional bond borrowing to fund the project; and

WHEREAS, electing to purchase the Station Hill Drive building rather than constructing Phase 2 of the CSA could result in a net savings of approximately \$15,000,000, which could be applied to other Capital Improvement Projects or eliminate the need for additional bond debt; and

WHEREAS, the availability of existing office space of comparable size within the city is extremely limited, and the current sewer moratorium prevents new office construction, potentially increasing future market costs per square foot; and

WHEREAS, because the City already occupies the Station Hill Drive building and is responsible for utilities, indoor maintenance, and insurance, the purchase of the building would not increase operating costs and would require minimal renovation; and

WHEREAS, prior to completion of the purchase, the City will conduct appropriate inspections of the building and will obtain clear title and title insurance consistent with City purchasing practices; and

WHEREAS, the Board of Mayor and Aldermen finds that the purchase of the Station Hill Drive building is in the best financial and operational interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Spring Hill Board of Mayor and Aldermen that:

The Board hereby authorizes the purchase of the building located at 8060 Station Hill Drive, containing approximately 12,286 square feet, from John Maher Builders, Inc. for the pre-negotiated purchase price of \$6,063,750, pursuant to the terms of the existing lease agreement.

The mayor, and other appropriate City officials are hereby authorized to execute all documents and take all actions necessary to complete the purchase, including inspections, closing documents, and acquisition of title and title insurance.

The purchase of the building is subject to satisfactory inspection results and confirmation of clear and marketable title.

The cost of the purchase shall be funded from the _____ fund/account.

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

Passed and adopted on the 5th day of January 2026.



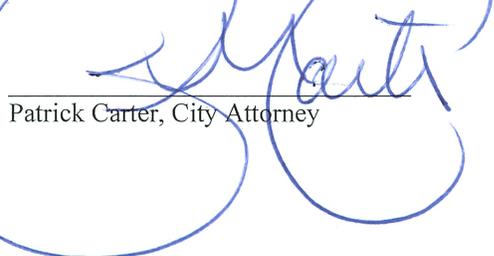
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

PURCHASE AND SALES AGREEMENT

This Purchase and Sales Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date (as defined in Section 14 below) by and between John Maher Builders, Inc. (hereinafter referred to as the "Seller"), and the City of Spring Hill, Tennessee (hereinafter referred to as the "Purchaser").

The parties to this Agreement are also parties to that certain Lease Agreement dated November 1, 2023 (the "Lease"). The Purchaser has exercised its purchase option pursuant to the terms of Section 40 of the Lease.

For and in consideration of the earnest money paid, and in part payment of the purchase price, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the following described real estate, together with the improvements thereon and all easements, covenants and other rights appurtenant to said real estate (hereinafter referred to as the "Property"), located at 8060 Station Hill Drive, Spring Hill, Tennessee 37174, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

This sale shall be made upon the following terms and conditions:

1. Purchase Price. The purchase price for the property shall be the sum of \$6,063,750.00 (hereinafter referred to as the "Purchase Price") which sum shall be payable as follows:

1.1 Earnest Money. The sum of \$0.00 has been deposited (or will be deposited by Purchaser within five (5) business days following execution of this Agreement by both parties) in immediately available U.S. funds with the Title Company (as defined in Section 2.1 below), as agent for the limited purpose of holding and disbursing earnest money deposits in accordance with the terms and conditions of this Agreement.

1.2 Balance. The balance of the purchase price shall be payable at closing of sale in immediately available U.S. funds. Such amount shall be reduced or increased by reason of prorations and other adjustments as hereinafter provided.

1.3 Investigation Consideration. Purchaser shall also pay to Seller the sum of ONE HUNDRED DOLLARS (\$100.00) (the "INDEPENDENT CONTRACT CONSIDERATION") as separate and independent consideration to Seller for granting Purchaser the right to investigate the Property in accordance with the terms of this Agreement during the Investigation Period, and for granting any other conditional periods conferred upon the Purchaser. The Independent Contract Consideration is independent of any other consideration provided in this Agreement and shall be retained by Seller notwithstanding any other provision of this Agreement.

2. Title and Survey Review.

2.1 Title Commitment. Within ten (10) days after the Effective Date (as defined in Section 14 below), Purchaser shall obtain, at Purchaser's sole cost and expense, a commitment (hereinafter referred to as the "Commitment") for the issuance by Middle Tennessee Law Group, PLLC (hereinafter referred to as the "Title Company") of an ALTA Owner's Title Insurance Policy (hereinafter referred to as the "Title Policy"), to Purchaser at closing, together with copies of all recorded documents constituting exceptions under the Commitment (hereinafter collectively referred to as the "Exception Documents").

2.2 Survey. Purchaser may obtain a new survey describing the Property. The costs of the survey shall be paid by Purchaser.

3. Inspections, Review Period & Investigation Period.

3.1 Inspection Period. Seller agrees that Purchaser, its representatives and/or agents, shall have until **five (5) calendar days** before Closing (hereinafter referred to as the "Inspection Period") to enter upon and inspect the Property and to conduct, at Purchaser's expense, any and all feasibility, environmental, or other studies, analyses or examinations of the Property as Purchaser deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related Purchaser's intended use of the property. If during such Inspection Period, Purchaser, in its sole and absolute discretion, determines that the Property is unsatisfactory for its intended use in any respect, Purchaser shall have the option to terminate this Agreement and receive a refund of any Earnest Money, in which event both parties shall be relieved of further obligation or liability hereunder. In said event, Purchaser shall provide and release unto Seller any surveys or environmental reports obtained by Purchaser pursuant to this paragraph.

3.2 Repair and Insurance. All inspections shall be coordinated with Seller at least 24 hours in advance. Seller shall have the right to have its representative present during any period that Purchaser, its agents, engineers and contractors are accessing the Property. Prior to Purchaser or any of its agents, representatives or contractors entering upon the Property, Purchaser shall provide Seller with written evidence that such liability insurance is in force and effect. If this Agreement is terminated, Purchaser shall repair all damage to the Property resulting from Purchaser's exercise of its rights under this section or caused by Purchaser or any of its agents, employees, contractors or representatives while this Agreement is in effect. Purchaser shall cause its agents, employees, contractors and representatives to comply with the terms of this section.

4. Closing. Closing of the transaction contemplated by this Agreement shall occur on or before February 15, 2026 (hereinafter referred to as the "Closing Date") with the exact time and date to be agreed upon by Purchaser and Seller. The closing shall take place at a location or locations agreed to by Purchaser and Seller, and there shall be no requirement that the parties close in the same location. Purchaser may extend the Closing Date up to thirty (30) days at its discretion.

5. Seller's Warranties. Seller represents and warrants the following as of the Effective Date and as of the Closing Date:

5.1 Authority of Seller. Seller has full power and authority to execute, deliver and perform under this Agreement and such execution, delivery and performance have been specifically authorized by all requisite organizational action of Seller. Upon execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

5.2 No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan, agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or any of the Property is

bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

5.3 Eminent Domain. To Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect Seller's intended use of the Property or any part thereof, nor any facts in existence which may give rise to any such action or proceeding.

5.4 Litigation. To Seller's knowledge, there are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller (relating to the Property) or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding or investigation.

5.5 Taxes and Assessments. To Seller's knowledge, no claim or liability is pending or has been assessed, asserted or threatened, or will be assessed or asserted against Seller in connection with any ad valorem taxes against the Property (and personal property taxes, if any, owed by Seller related thereto) or any special assessments encumbering the Property, which are or may become a lien or charge against the Property or any part thereof. Seller has not received any notice of any special assessment or increases in the assessed valuation of taxes or other impositions of any nature which are pending or being contemplated with respect to the Property or any part thereof.

5.6 No Agreements or Commitments. Except as disclosed in writing to Purchaser prior to the Effective Date, Seller has not entered into (a) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Purchaser, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (b) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through the Closing Date, Seller will not enter into any such agreement or arrangement affecting the Property or any part thereof without the Purchaser's prior written approval.

5.7 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property or any part thereof, and to Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property or any part thereof.

5.8 Environmental. To Seller's knowledge, the Property is not now and has not ever been used for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, petroleum derived products and/or hazardous waste or hazardous substance and/or toxic waste or toxic substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq., as amended, the Comprehensive Environmental Recovery Compensation and Liability Act of 1980, 42 USC 9601 et seq., the Superfund Amendments and Reauthorization Act, Public Law 99-499 as amended, or any other federal, state or local environmental law, regulation, code or ordinance, and, Seller, its agents, employees and contractors have not released and, to Seller's knowledge, no other party has released any pollutants, contaminants or hazardous or toxic wastes, substances or materials in, on or under the Property, and the Seller, its agents, employees and contractors have not installed and, to Seller's knowledge no other party

has installed and the Property does not contain any underground storage tanks in, on or under the surface of any portion of the Property and, to Seller's knowledge, the Property has never contained any such underground storage tanks.

6. Seller's Deliveries at Closing. At closing, Seller shall deliver (or cause to be delivered) to Purchaser the following:

6.1 Deed. A duly-executed and acknowledged general Warranty Deed conveying to Purchaser marketable fee simple title to all of the Property (hereinafter referred to as the "Deed") free of all monetary liens and defects in title other than Permitted Exceptions. Permitted Exceptions are defined as those appearing in the Title Commitment prepared during the Inspection Period.

6.2 Lien and Possession Affidavit. An Affidavit or Affidavits executed by Seller which shall contain all normal and customary attestations such an affirmation that (a) the title to the Property is free from claims from mechanic's and materialmen's liens and (b) there are no parties in possession of the Property or any party thereof. Said Affidavit or Affidavits shall be in a form acceptable to the Title Company and Seller and sufficient to permit deletion of the applicable standard exceptions to the Title Policy, provided Seller shall not be responsible for deletion of the standard survey exception.

6.3 Non-Foreign Person Affidavit. An Affidavit executed by Seller stating that Seller is not a "foreign person" as defined in I.R.C. Section 1445 as most recently amended.

6.4 Possession. Exclusive possession of the Property (subject to the Permitted Exceptions and all leases disclosed to Purchaser).

6.5 Closing Statement. A closing statement prepared by Title Company, and executed by Seller which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Seller's Closing Statement").

7. Purchaser's Deliveries at Closing. At closing, Purchaser shall deliver (or cause to be delivered) to Seller the following:

7.1 Purchase Price. The Purchase Price subject to prorations and adjustments as provided for herein.

7.2 Title Commitment. A marked-up (i.e. "updated") title commitment indicating the Title Company's agreement to issue, in due course, a Title Policy by or on behalf of the Title Company, insuring marketable fee simple title to the Property in Purchaser in a face amount equal to the Purchase Price and containing no exceptions to title other than Permitted Exceptions.

7.3 Closing Statement. A closing statement prepared by Title Company and executed by Purchaser which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Purchaser's Closing Statement").

7.4 Further Instruments. Any and all further normal and customary instruments which the Title Company may request of Purchaser in order to satisfy the requirements of the Title Commitment or to otherwise effect the closing contemplated by this Agreement.

8. Closing Costs. The closing costs associated with the transaction contemplated by this Agreement shall be allocated between Seller and Purchaser as follows:

Items	Seller	Purchaser
Title Search/Commitment		X
Owners Title Insurance Premium	X (divided equally)	X (divided equally)
Survey		X (if applicable)
State Transfer Taxes	X (divided equally)	X (divided equally)
Local Recording Fees	X (divided equally)	X (divided equally)
Title Company Closing fees	X (divided equally)	X (divided equally)

9. Brokerage. Each party represents to the other that no real estate commissions are due on account of this Agreement. Each party shall indemnify and hold the other harmless from any and all liability of loss arising out of commissions which may have been incurred by such party otherwise.

10. Casualty Loss; Eminent Domain. As to the Property, all risk of loss by fire or other casualty, as applicable, shall be on the Seller up to and including the Closing Date. In the event any eminent domain proceedings shall be commenced with respect to the Property or any part thereof prior to the Closing Date, or in the event the Purchaser shall be advised by any agency having eminent domain powers that a condemnation of the Property of a part thereof is contemplated, the Purchaser may, at its option (a) terminate this Agreement in which event the Earnest Money shall be refunded to Purchaser and both parties shall be relieved of further obligation or liability hereunder or (b) continue this Agreement in force in which event any condemnation proceeds received by Seller prior to closing shall be paid over to Purchaser on the Closing Date.

11. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement, it is agreed as follows:

11.1 Purchaser Default. Should Purchaser default in the performance of this Agreement (except as excused by Seller's default or Purchaser's termination of this Agreement pursuant to its rights hereunder), then the Seller shall make written demand on Purchaser for such performance and if Purchaser fails to comply with such written demand within ten (10) days after receipt thereof, Seller, at its option, may bring a lawsuit to recover any damages it has suffered, not to exceed Ten Thousand Dollars (\$10,000.00). The Lease shall remain in full force and effect if the transaction contemplated by this Agreement is not consummated. Conversely, the parties acknowledge that the Lease will merge with the deed upon conveyance of title at closing and, therefore, such Lease will terminate by operation of law.

11.2 Seller Default. Should Seller default in the performance of this Agreement (except as excused by Purchaser's default), then the Purchaser shall have the option to (a) seek specific performance, (b) waive such default, or (c) terminate this Agreement and may bring a lawsuit to recover any damages it has suffered.

12. Property Condition. Unless otherwise specified herein, the property is purchased "as is" and Seller does not make or imply any warranties as to the condition of the property, except as may be stated herein. Purchaser has the right to re-inspect the property before closing to verify the property is in same condition as at time of this Agreement. Closing or occupancy by Purchaser shall constitute acceptance in "as is" condition.

13. Notice. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (a) registered or certified mail return receipt requested with postage prepaid, (b) nationally recognized overnight courier service, or (c) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

To Seller: John Maher Builders, Inc.
1109 Old Kedron Rd.
Spring Hill, TN 37174
Contact Person: Jessica Hight
email: jessica@johnmaherbuilders.com
telephone #: (931) 489-1981 ext. 17

To Purchaser: City of Spring Hill, Tennessee
199 Town Center Pkwy.
Spring Hill, TN 37174
Contact Person: Carter Napier, City Administrator
email: cnapier@springhilltn.org
telephone #: (931) 486-2252

To Title Company: Middle Tennessee Law Group, PLLC
809 S. Main St., STE 100
Columbia, TN 38401
Contact Person: Jake Wolaver
jwolaver@mtlawgroup.net
(931) 548-0818
Fax: (931) 388-6717

Notice shall be deemed given on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) one (1) business day after deposit with a nationally recognized overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on (a) the date of attempted hand delivery, (b) the date of facsimile transmittal with proof of transmission, (c) on the first business day after deposit with an overnight courier, or (d) three (3) business days after deposit in the U.S. Mail

14. Effective Date. The effective date (hereinafter referred to as the "Effective Date") shall be the date the last of Seller or Purchaser executes this Agreement, as shown on the signature page.

15. Confidentiality; Non-Disclosure. Purchaser and Seller (and broker if any by subscribing hereunder) hereby agree that all aspects of the transaction contemplated by this Agreement shall be kept strictly confidential and acknowledge that disclosure of the fact that the parties have entered into this Agreement or of any of the terms hereof could cause irreparable harm to Purchaser or Seller. Except as may be required by law or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Purchaser and Seller shall not divulge any information to other persons or entities, including, without limitation appraisers, real estate brokers, competitors of the parties, or any other prospective purchaser; provided, however, that the foregoing shall not preclude Seller or Purchaser from disclosing information to its employees, agents and professional advisors including the Title

Company or from Seller or Purchaser from disclosing information to individuals with prior written consent of the other party so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section 15. Furthermore, Seller and Purchaser hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions and substance of this Agreement or the transactions contemplated hereby without first obtaining the written consent of the other party.

16. Proration of Taxes. All general and ad valorem taxes accruing in or assessed with respect to the Property during the calendar year of the closing shall be paid in full by Purchaser. If closing shall occur before the tax rate is fixed for the then current year, the calculation of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation, provided that, upon determination of the tax rate and assessment for the calendar year of the closing, Purchaser shall be responsible for reconciling any underpayment or overpayment directly with the taxing authority. The obligations of this Section 16 shall survive the closing.

17. Assignment. Purchaser may assign this Agreement to another entity and upon such assignment, this Agreement shall in all respects be construed as if made in the first instance by the assignee and the Purchaser herein shall have no further obligations. Seller's prior written consent (which shall not be unreasonably withheld) shall be required with respect to any assignment to an entity that is not affiliated with or otherwise related to Purchaser. However, Seller's consent shall not be required with respect to any assignment to an entity that is affiliated with or otherwise related to Purchaser. No assignment shall relieve the originally named Purchaser of its obligations and liability hereunder.

18. Miscellaneous. This Agreement is binding upon the heirs and successors of the respective parties, and constitutes the entire agreement between the parties. Captions are for convenience only and shall not limit the scope or intent of this Agreement or any part thereof. Time is of the essence in this Agreement. This Agreement sets forth all of the terms, conditions, representations and agreements between the parties and may be amended only by a writing signed by both Seller and Purchaser. Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders. This Agreement is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. The property is being sold without regard to race, creed, religion, color, sex or national origin. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

19. I.R.C. Section 1031 ("Like-Kind") Tax Deferred Exchange. Seller shall have the right to assign, in whole or in part, its rights hereunder to a "qualified intermediary" in connection with a "like-kind" tax deferred exchange pursuant to I.R.C. Section 1031 as most recently amended and Purchaser agrees to cooperate with the other party to the extent such transaction does not result in additional expense or delay to the cooperating party.

20. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, with venue and jurisdiction being in the state courts of Maury County. In the event any provision of this

Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions hereof shall remain fully effective.

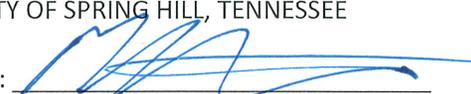
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the last date written below.

Purchaser:

Seller:

CITY OF SPRING HILL, TENNESSEE

John Maher Builders, Inc.

By: 
Matt Fitterer, Mayor

By:  CEO
John Maher CEO
Printed name and title

Date: JAN 5, 2026

Date: Jan. 8, 2026

ACCEPTANCE BY THE TITLE COMPANY

By its execution hereinbelow, the Title Company acknowledges receipt of a fully executed counterpart of this Agreement for Sale and Purchase (including all exhibits thereto); accepts the limited agency provided hereof and pursuant thereto; and agrees to accept, hold, invest, return and/or disburse the earnest money and the interest accrued thereon in accordance with the provisions hereof.

Date: 1/6/26

Middle Tennessee Law Group, PLLC

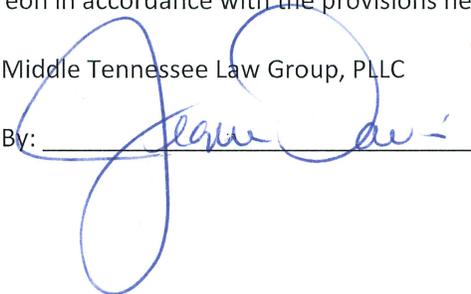
By: 

EXHIBIT A

Description of Property

JOHN MAHER BUILDERS, INC.

Addendum "1" to Lease Agreement

The undersigned Parties to a Lease Agreement dated November 1, 2023 for property located at 8060 Station Hill Drive, Spring Hill, TN 37174, hereby mutually agree to amend said Lease Agreement as follows:

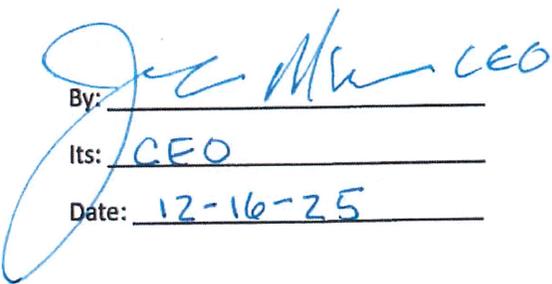
Section 40 is hereby amended to read as follows:

The deadline for Tenant to purchase the property at the Pre-Negotiated Price of \$6,063,750.00 is extended to February 15, 2026.

All other terms and conditions of the Lease Agreement remain the same and are in full force and effect.

John Maher Builders, Inc.

City of Spring Hill, Tennessee

By: 

Its: CEO

Date: 12-16-25

By: 

Its: Matt Fellers, Mayor

Date: Dec 15, 2025