

**RESOLUTION 21-200**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A TRANSFER OF PROPERTY AGREEMENT FOR 5.0 ACRES IN KINGSLEY PLACE FOR THE POLICE DEPARTMENT**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen approved the rezone of certain property for the development of Kingsley Place by Ordinance 21-02 on April 19, 2021; and

**WHEREAS**, in Section 2.6 of Ordinance 21-02, the developers of Kingsley Place will convey 5.0 acres by Quitclaim Deed to the City for a future Police Department; and

**WHEREAS**, a Transfer of Property and Declaration of Covenants, Conditions and Easements Agreement has been developed to be signed by both parties; and

**WHEREAS**, the Agreement includes a perpetual access easement for Hathaway Boulevard to access the subject property, construction details and expenses and future annual maintenance expenses; and

**WHEREAS**, the pro-rated City cost of construction for improvements to the subject property will be \$358,636, as noted in Schedule I of the agreement; and

**WHEREAS**, funding for the costs associated with the property improvements will be from FY 2021/2022 budget in the Police Department (110-42100-981).

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

1. Approve the Transfer of Property Agreement between the City of Spring Hill and the developers of Kingsley Place for 5.0 acres for the Police Department, attached hereto.
2. Authorize the Mayor to execute the agreement attached hereto.

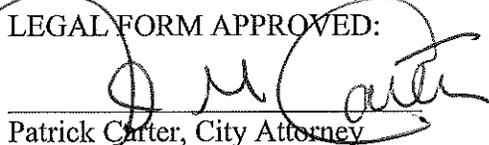
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15<sup>th</sup> day of November, 2021.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goatl, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:**        *Approval of Resolution 21-200*  
**SUBMITTED BY:** Missy Stahl, CIP Manager  
                          Don Brite, Chief of Police  
**DATE:**            November 15, 2021  
**RE:**                To authorize the Mayor to sign a Transfer of Property  
                          Agreement for 5.0 acres in Kingsley Place  
**ATTACHMENTS:** Agreement; Ordinance 21-02

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**PURPOSE:**

The purpose of this resolution is to authorize the Mayor to sign a Transfer of Property Agreement between the City of Spring Hill and the developers of Kingsley Place for 5.0 acres to be used for a future Police Department building.

**BACKGROUND:**

The City approved a rezone for property located in Maury County for the development of Kingsley Place by Ordinance 21-02 on April 19, 2021. As part of the rezone, Section 2.6 notes the developer will convey 5.0 acres to the City to be used in the future to build a Police Department. The Agreement covers the transfer and declarations of covenants, conditions and easements.

The developer will make certain improvements to the 5.0 acres to include grading of the lot, installation of water and sewer lines and the construction of Hathaway Boulevard for access to the lot. The City will be required to contribute to the costs of these improvements, pro-rated for the overall costs to the improvements of Kingsley Place. Total cost to the City will be \$358,636.

**FINANCIAL IMPACT:**

The funding in the amount of \$358,636 will be expenses in the FY 2021/2022 budget in the Police Department (110-42100-981), utilizing proceeds from the sale of the Northfield building in fund balance. This expense will be added to the FY 2021/2022 as part of Ordinance 21-26, Budget Amendment #1.

**STAFF RECOMMENDATION:**



Patrick Carter has reviewed the agreement and all recommended changes have been made in conjunction with the developer's attorney.

Staff recommends approval of Resolution 21-200 to authorize the Mayor to sign a Transfer of Property Agreement for 5.0 acres in Kingsley Place for the Police Department.

**AGREEMENT FOR TRANSFER OF PROPERTY AND DECLARATION OF  
COVENANTS, CONDITIONS AND EASEMENTS**

THIS AGREEMENT FOR TRANSFER OF PROPERTY AND DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (hereinafter referred to as "Developer") and the City of Spring Hill, Tennessee (hereinafter referred to as "City").

**RECITALS:**

**WHEREAS**, Developer has a Purchase Agreement to purchase certain real estate located in Spring Hill, Tennessee, containing 5.0 acres of property. Said property is identified as a portion of Maury County Tap Map 27, Parcel 3.06 (hereinafter referred to as "Tract"), and said property being the subject of a second and final reading of Ordinance 21-02 (PDP amendment) on April 19, 2021; and

**WHEREAS**, attached as Exhibit 1 reflects the Tract to be conveyed to the City as a gift pursuant to the terms of this Agreement; and

**WHEREAS**, both the Developer and the City believe the terms of this Agreement to be mutually beneficial.

**NOW, THEREFORE**, in consideration of the premises, the City and Developer agree as follows:

I. Conveyance

When the Developer takes title to said Property, the Developer shall convey by Quitclaim Deed to the City the property described in Exhibit 1B within one (1) year from the date of full execution of this Agreement. The conveyance is a gift to the City providing a site to the City for a Police Station, and only a Police Station, and there has been no consideration exchanged by and between the parties.

II. Easements

- A. Access on Hathaway Boulevard. The Developer will grant a perpetual and non-exclusive easement, license, right and privilege of pedestrian and vehicular passage and use for ingress and egress to and from the Tract, over and across the Access Easement.
- B. Temporary Construction Easement. The City hereby grants the Developer a temporary construction easement over and across the Tract for the purpose of installation of water and sanitary sewer lines and grading purposes.

### III. Construction

- A. Construction of Access Roads. The Developer shall construct the access road (Hathaway Boulevard) as described in Exhibit 1C legal description. No curb cuts will be placed for ingress and egress to the Tract during construction of the access road. The City will be responsible for future curb cuts.
- B. Installation of Water and Sewer Lines. The Developer will install water and sanitary sewer lines for the Tract and grade the Tract per construction plans within two (2) years from date of execution of this Agreement. The City will reimburse the Developer for the noted infrastructure costs upon receipt of invoices reflecting work performed. The estimate for work to be performed is set out on Schedule I. Payment will be issued within thirty (30) days of receipt and verification of work performed for the invoice.
- C. Construction and Other Improvements. The City will construct any improvements for buildings, site development and storm water improvements at its own expense.
- D. Developer and City Pro-Rata Cost. Developer shall pay its portion of the Improvement costs and the City shall pay its portion of the Improvements costs not to exceed \$358,636.00 all as set forth on Schedule I attached hereto.

### IV. Indemnification

- A. Indemnification. The City and Developer agree to indemnify, defend and hold each other harmless from and against all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to property occurring on or about the Tract during the construction of the access road or installation of infrastructure detailed in this Agreement.

### V. Annual fees for Property Owner Management

- A. Annual Property Owner Association Fee. The City will be required to pay the Developer a yet to be agreed upon annual fee for Property Owner Association management fee.
- B. Annual Lighting and Landscaping Fee. The City will be required to pay the Developer a yet to be agreed upon annual fee for maintenance of lighting and landscaping within the site.

### VI. Miscellaneous

- A. Access to Gated Entrances Located Within the Apartment Areas. The Developer will provide emergency services access codes and/or keys to the gated entrances located within the apartment area to be used in the event an emergency exists and Hathaway Boulevard is not usable and all other access to public roads are blocked or otherwise inaccessible.

- B. Easements, Restrictions, Covenants and Conditions Running with the Land. Except as expressly set forth herein to the contrary, the easements, restrictions, covenants and conditions imposed on the Tract pursuant to the terms and provisions hereof shall be binding upon all present and future owners, users and occupants of the Tract.
- C. Remedies. In addition to any and all other rights and remedies to which it may be entitled hereunder, at law or in equity, in the event of a breach or attempted breach of any of the restrictions or covenants set forth in this Agreement on the part of any owner, user or occupant of the Tract, the Developer shall be entitled to the remedy of specific performance and injunctive relief in connection therewith.
- D. Venue and Jurisdiction. The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
- E. Severability. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- F. Amendments. This Agreement may not be amended in whole or in part except by the written consent by the Developer and the City, which written agreement shall be deemed effective only when recorded in the Register's Office of Maury County, Tennessee.
- G. Captions and Capitalized Terms. The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.
- H. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
- I. Attorneys' Fees. If any legal action, suit or proceeding is commenced between the parties regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, reasonable attorneys' fees and court costs (to include, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

CITY OF SPRING HILL, TENNESSEE

By: [Signature]  
Jim Hagaman, Mayor

Date: 11-15-2021

STATE OF TENNESSEE

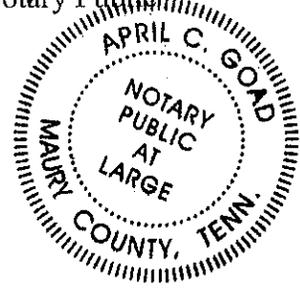
COUNTY OF Maury

Before me, April C. Goad a Notary Public in and for the State and County aforesaid, personally appeared Jim Hagaman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to the Mayor of the City of Spring Hill, Tennessee, and that he, as such, is duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Spring Hill, Tennessee, by himself as such Mayor.

WITNESS my hand and seal at office, on this 15<sup>th</sup> day of November 2021.

[Signature]  
Notary Public

My Commission expires: 07-23-2024



\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF .....

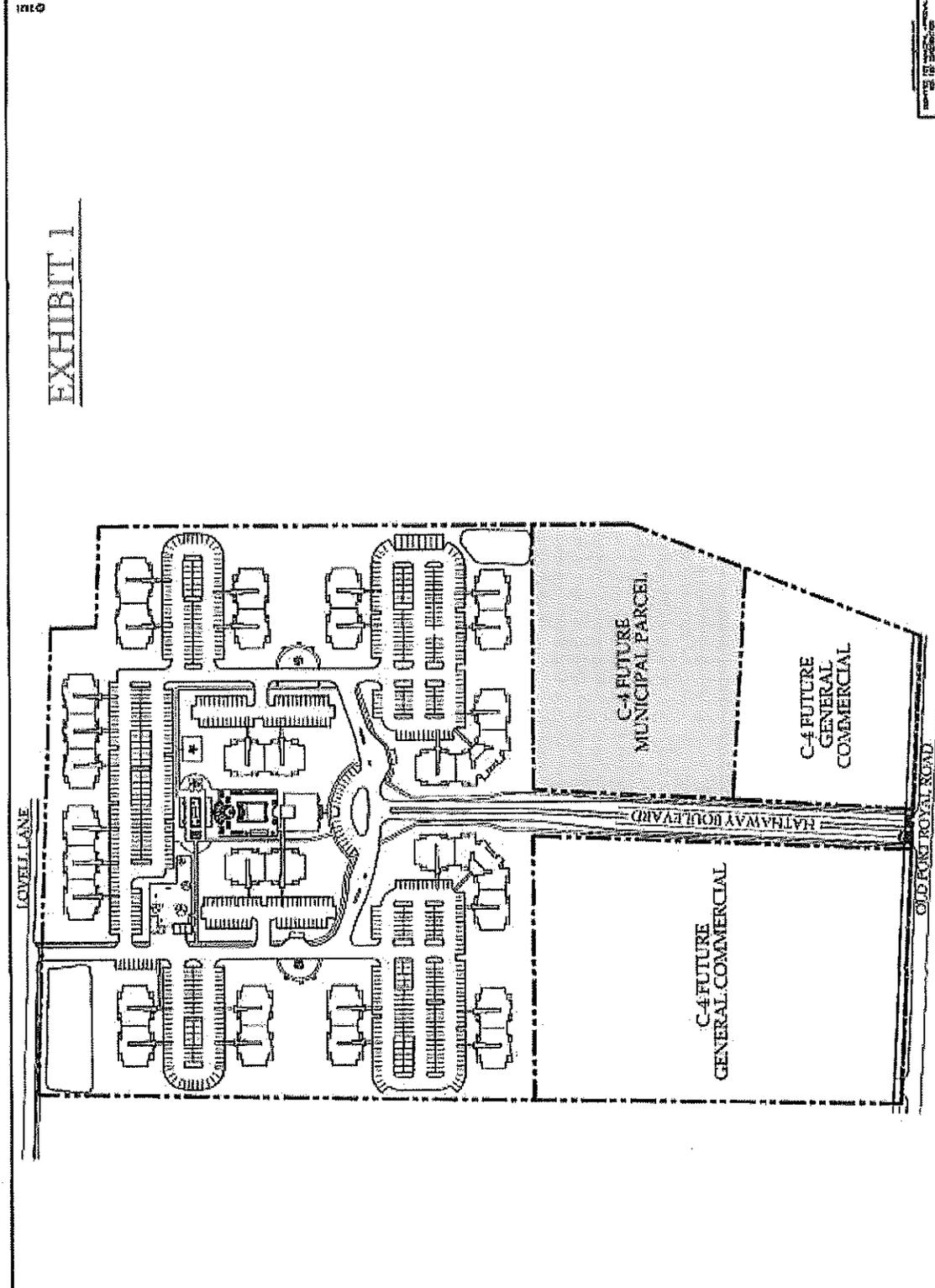
Before me, \_\_\_\_\_ a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to the \_\_\_\_\_ of \_\_\_\_\_, and that he, as such, is duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the \_\_\_\_\_ by himself as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

WMS ENGINEERS & SURVEYORS 1000 WEST 10TH AVENUE SUITE 1000 DENVER, COLORADO 80202 PHONE: 303.733.1111 FAX: 303.733.1112 WWW.WMS-ENGINEERS.COM	PROJECT NO. _____ SHEET NO. _____ DATE _____	KINGSLY PLACE 15533	15533 15533
	TITLE: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____	KINGSLY PLACE 15533	15533 15533



## Exhibit 1B

### Municipal Property Description

A tract of land located in Maury County, Tennessee, being a portion of Tax Map 27, Parcel 3.06, the Samuel Lunn property as recorded in Deed Book R2230, page 1035 (Plat Book P6, page 235), and Tax Map 27, Parcel 4.00, the Olivia Lunn, Brownie Cheatham and Kaitlyn Lunn property as recorded in Deed Book R2283, page 924 (Plat Book P16, page 141) and being more particularly described as follows.

Beginning at an iron pin set at the south east corner of the proposed municipal site, said point lying NORTH 27°49'09" EAST a distance of 366.37' from the south east corner of Olivia Lunn, Brownie Cheatham and Kaitlyn Lunn property as recorded in Deed Book R2283, page 924 (Plat Book P16, page 141), the south west corner of Pooch Playhouse and Boarding as recorded in Deed Book R1907, page 1287, shown as Lot 1 as recorded in Plat Book P16, page 131 of Parkway Business Center Final Plat;

Thence severing the parent tracts, NORTH 80°41'40" WEST a distance of 467.24' to an iron pin set on the east side of a 80' Public Utility, Drainage, and Access easement;

Thence with the west line of Public Utility, Drainage, and Access easement, NORTH 09°18'20" EAST a distance of 404.44' to an iron pin set;

Thence continuing with the severance line of the Parent tract, SOUTH 83°58'34" EAST a distance of 533.67' to an iron pin set, said point lying on the west line of Rajendra Patel as recorded in Deed Book R1919, page 239, Lot 4 of Parkway Business Center Final Plat as recorded in Plat Book P16, page 131;

Thence with the west line of aforesaid Patel, SOUTH 05°57'03" WEST a distance of 190.39' to an iron pin found with RLS# 1488 cap;

Thence with the west line of Rajendra Patel as recorded in Deed Book R1919, page 239, Lot 3 of Parkway Business Center Final Plat as recorded in Plat Book P16, page 131, SOUTH 25°13'58" WEST a distance of 112.73' to an iron pin found with RLS# 1488 cap;

Thence with the same, SOUTH 27°49'59" WEST a distance of 143.99', said iron pin lying on the west line of Mansour Fazilat as recorded in Deed Book R1940, page 65, Lot 2 of Parkway Business Center Final Plat as recorded in Plat Book P16, page 131, which is the point of beginning, having an area of 218,384.3 square feet, 5.01 acres.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are 1/2" Rebar, with a plastic cap stamped "O'Leary, RLS 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 23<sup>RD</sup> day of September 2021.

**WES Engineers & Surveyors**

Allen B. O'Leary, RLS 1987  
Principal

Exhibit IC



**80' Easement Property Description**

A tract of land located in Maury County, Tennessee, being a portion of Tax Map 27, Parcel 3.06, the Samuel Lunn property as recorded in Deed Book R2230, page 1035 (Plat Book P8, page 235), and Tax Map 27, Parcel 4.00, the Olivia Lunn, Brownie Cheatham and Kaitlyn Lunn property as recorded in Deed Book R2263, page 924 (Plat Book P16, page 141) and being more particularly described as follows.

Beginning at an iron pin set at the south east corner of an 80' wide Public Utility, Drainage, and Access easement, said point lying NORTH 80°47'14" WEST a distance of 350.19' from the south east corner of Olivia Lunn, Brownie Cheatham and Kaitlyn Lunn property as recorded in Deed Book R2263, page 924 (Plat Book P16, page 141), the south west corner of Pooch Playhouse and Boarding as recorded in Deed Book R1007, page 1267, shown as Lot 1 as recorded in Plat Book P16, page 131 of Parkway Business Center Final Plat;  
Thence along the north margin of Old Port Royal Road, NORTH 80°57'10" WEST a distance of 80.00' to an iron pin set;  
Thence severing the parent tracts, NORTH 09°18'20" EAST a distance of 750.52' to an iron pin set;  
Thence with the same, SOUTH 83°38'49" EAST a distance of 80.11' to an iron pin set;  
Thence with the same, SOUTH 09°18'20" WEST a distance of 754.28', which is the point of beginning, having an area of 60,192.1 square feet, 1.38 acres.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, under the direction of Allen B. O'Leary, Tennessee Registered Land Surveyor Number 1987. All iron pins set are ½" Rebar, with a plastic cap stamped "O'Leary, RLS 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 27<sup>th</sup> day of September 2021.

**WES Engineers & Surveyors**

Allen B. O'Leary, RLS 1987  
Principal

**SCHEDULE I**

<b>Kingsley Place Improvement Split</b>			
Improvement Costs			
44 acres total Kingsley Place			
39 acres Balance of Kingsley place			
5 acres City of Spring Hill Police Station			
<b>IMPROVEMENTS, REZONING, DUE DILIGENCE ,BUFFER, BLVD</b>			
	<b>Kingsley Place</b>	<b>Police Station</b>	<b>Total</b>
Boulevard Road - Including grading, utilities, paving, curb & gutter sidewalks, lighting and landscaping	\$797,727	\$102,273	\$900,000
Lovell Lane Improvements	\$184,000		\$184,000
Old Port Royal Improvements	\$265,909	\$34,091	\$300,000
Sanitary Sewer extension from Waffle House	\$70,909	\$9,091	\$80,000
Clear/Grubb, Demolition, Mass Grading	\$1,063,636	\$136,364	\$1,200,000
Fine grade and stabilize Commercial	\$96,000		\$96,000
Buffer between Apartments and Commercial	\$250,000		\$250,000
Engineering and Design	\$132,955	\$17,045	\$150,000
Due Diligence /Rezoning Expenses	\$110,000		\$110,000
<b>Sub Totals</b>	<b>\$2,971,136</b>	<b>\$298,864</b>	<b>\$3,270,000</b>
20% Supervision and Management Expense	\$594,227	\$59,773	\$654,000
<b>TOTAL</b>	<b>\$3,565,364</b>	<b>\$358,636</b>	<b>\$3,924,000</b>

**ORDINANCE 21-02**

**AN ORDINANCE AMENDING ORDINANCE NO. 18-21, ADOPTED AUGUST 20, 2018, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 43.84 ACRES OF LAND FROM I-1, LIGHT INDUSTRIAL, TO PLANNED DEVELOPMENT (PDP 912-2020), WITH THE UNDERLYING BASE DISTRICT OF C-5 AND R-6, AND ADOPTING THE PRELIMINARY PLAN FOR KINGSLEY PLACE, BEING TAX MAP 027, PARCEL 03.06 AND PARCEL 04.00.**

**WHEREAS**, the City of Spring Hill Zoning Ordinance, adopted via ordinance 18-21, authorizes the Planning Commission to make recommendations on Planned Development applications to the Board of Mayor and Aldermen; and

**WHEREAS**, the Planning Commission reviewed Planned Development application PDP 912-2020, Kingsley Place, at its December 14, 2020 regularly scheduled meeting; and

**WHEREAS**, the Planning Commission recommended, by a vote of 5-2, to not approve Planned Development application PDP 912-2020, Kingsley Place, asking that the Board of Mayor and Aldermen consider the conditions provided; and

**WHEREAS**, the Board of Mayor and Aldermen find that Planned Development application PDP 912-2020, Kingsley Place, meets the requirements and approval standards contained in Article 13.5 of the Unified Development Code, the same being the Zoning Ordinance for the City of Spring Hill; and

**WHEREAS**, The City of Spring Hill Board of Mayor and Aldermen desires to rezone the subject property from I-1, Light Industrial, to Planned Development (PD) and approve the Preliminary Plan for Kingsley Place.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION ON THE 19<sup>th</sup> DAY OF April, 2021 as follows:**

**SECTION 1: REZONING.** Zoning Ordinance No. 18-21 (Zoning Map), adopted August 20, 2018, be and is hereby amended by rezoning those certain parcels of real property known as Kingsley Place, described below and as shown in the attached exhibits, from I-1 to Planned Development (PD) subject to the underlying base zoning classification of C-4 and R-6 as designated therein.

In the State of Tennessee, County of Maury, City of Spring Hill, and being more particularly described as follows:

Maury County Tax Map 027, Parcel 03.06 and Parcel 04.00 consisting of approximately 43.84 acres.

**SECTION 2: EXHIBITS.** The applicant has submitted updated Exhibits (A1 and B1) that differ substantially from the plan package acted upon by the Planning Commission. The following is a summary of the substantive changes to the plan package:

1. The C-5 base zoning for the commercial (non-multi-family) has been changed to C-4.
2. The number of residential units has been decreased from 516 to 396 residential units.
3. Residential density has been decreased from 17.86 to 14.62 dwelling units per acre.
4. The multi-family acreage has been reduced from 28.89 acres to 27.08 acres.

5. The commercial acreage has been increased from 13.57 acres to 16.5 acres.
6. The commercial area dedicated to the proposed police station has been increased from 3.5 acres to 5.0 acres.
7. Additional retail commercial areas have been increased to 8.25 acres, and office acreage has been increased to 3.25 acres.
8. Use restrictions on page 13 of the Vision Book (Exhibit B1) have been revised to include more use restrictions than previously provided.
9. Drive-Through Facilities have been added as a permitted use in the C-4 zoning.
10. A Phasing Plan has been provided in the updated Vision Book (Exhibit B1) and shows 3 phases of development.

The Preliminary Plan for Kingsley Place shall consist of the following revised Exhibits;

Exhibit A1: Preliminary Site Plans and Landscape Plans – Kingsley Place, by WES (Dated Feb. 24, 2021)

Exhibit B1: Vision Book for Kingsley Place, by WES (Dated Feb. 5, 2021)

Except as modified herein and explicitly on the approved Preliminary Master Plan (Exhibit A1-B1), the Kingsley Place PD shall comply with the requirements of the underlying C-5 and R-6 (multi-family site) zoning districts, in Ordinance 18-21, (Zoning Ordinance) as amended, be in substantial conformance with Exhibits A-B attached hereto, all other applicable rules, regulations and ordinances of the City of Spring Hill, as well as the following conditions:

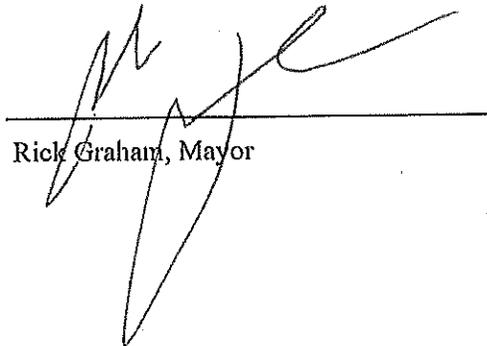
1. Conveyance of the proposed police site to the City of Spring Hill shall be completed prior to the issuance of any construction related permits for this development.
2. Detailed elevations for each building will need to be provided at the time of a Planned Development Final Plan application.
3. Existing vegetation will need to be inventoried and preserved where possible. The applicant has indicated on the landscape plan certain areas to remain or supplemented with buffer material. A tree survey and preservation plan will need to be provided at the time of a Planned Development Final Plan application.
4. Foundation plantings are required for the commercial buildings and details for each building type will need to be provided at the time of a Planned Development Final Plan application.
5. Developer shall follow all of the conclusions and recommendations presented in the Traffic Impact Study prepared by Fischbach Transportation Group; LLC dated January 2021 for the Proposed Mixed-Use Development on Old Port Royal Road. These improvements should be listed and/or shown on the site plan.

**SECTION 3: PUBLIC HEARING.** The zoning change was the subject of a public hearing held on

April 19, 2021.

**BE IT FURTHER ORDAINED**

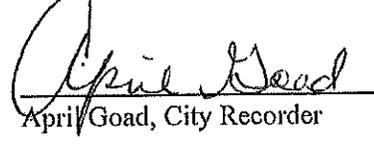
In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.



\_\_\_\_\_

Rick Graham, Mayor

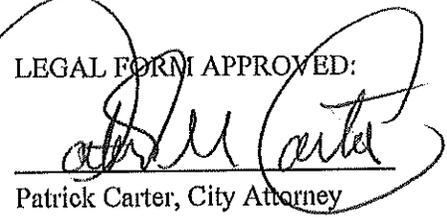
ATTEST:



\_\_\_\_\_

April Goad, City Recorder

LEGAL FORM APPROVED:



\_\_\_\_\_

Patrick Carter, City Attorney

Passed on First Reading: February 16, 2021

Passed on Second Reading: April 19, 2021