



**CITY OF SPRING HILL  
BOARD OF MAYOR AND ALDERMEN  
WORK SESSION PACKET**

**TUESDAY, JANUARY 3, 2016  
6:00 P.M.**

Board of Mayor and Aldermen:

Rick Graham, Mayor

Bruce Hull, Jr., Vice-Mayor

Jonathan Duda

Matt Fitterer

Keith Hudson

Brandon McCulloch

Chad Whittenburg

Amy Wurth

Susan Zemek

***City of Spring Hill  
P.O. Box 789  
Spring Hill, TN 37174***

***Phone 931.486.2252  
Fax 931.486.0516  
[www.springhilltn.org](http://www.springhilltn.org)***

**CITY OF SPRING HILL  
BOARD OF MAYOR AND ALDERMEN  
WORK SESSION  
TUESDAY, JANUARY 3, 2017  
6:00 P.M.**

Call Work Session to order

Stipulation of members present

Pledge of Allegiance

Invocation

City Administrator/Department Head Comments

Mayor's Comments

Rippavilla Assessment and Recommendation Update

Maury County School Site Update by Stan Breedon

Concerned Citizens

**STAFF ASSOCIATED ITEMS**

1. Consider Resolution 17-01, to authorize purchase and installation of ancillary lights and equipment on new Police vehicles. (*considered by the Budget and Finance Advisory Committee on January 3, 2017*) Don Brite, Chief of Police
2. Consider First Reading of Ordinance 17-01, (ADM 286-2016) to amend Derryberry Estates Planned Unit Development, Maury County Tax Map 043, Parcel 011.08, Containing 60.28 acres, zoned R-2 PUD. (*denial recommended by the Spring Hill Planning Commission on December 12, 2016*) Jon Baughman, City Planner
3. Consider Resolution 17-02, to authorize Mayor to sign Corridor Management Agreement for State Route 6 (Highway 31). Melissa Stahl, Project Manager
4. Consider Resolution 17-03, to authorize purchase of TV camera for Sewer and MS4. (*considered by the Budget and Finance Advisory Committee on January 3, 2017*) Jeff Foster, Public Works Director
5. Consider Resolution 17-04, to approve Special Events Permit for Asgard Brewery. April Goad, City Recorder
6. Consider Resolution 17-05, to authorize acceptance of Offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat from The Crossing South Extension, Phase 1, Section 1. (*considered by the Spring Hill Planning Commission on January 9, 2017*) Melissa Stahl, Project Manager
7. Consider Resolution 17-06, to approve Addendum No. 5 of the Professional Services Agreement with CDM Smith, Inc. for Field Surveying, Right of Way Exhibit Drawings, Legal Description Updates, Right of Way Appraisals, Right of Way Acquisitions, Right of Way Appraisal Reviews and Asbestos Abatement for Duplex Road Widening Project. (*considered by the Budget and Finance Advisory Committee on January 3, 2017*) Melissa Stahl, Project Manager

8. Consider Resolution 17-07, to approve funding request #3 for Land Acquisition Purchases for Tracts of the Duplex Road Widening Project. *(considered by the Budget and Finance Advisory Committee on January 3, 2017)*  
Melissa Stahl, Project Manager

### **PREVIOUS BUSINESS**

1. Consider Resolution 16-175, to approve agreement for water services by and between the City of Spring Hill and Columbia Power and Water Systems. Victor Lay, City Administrator

### **NEW BUSINESS**

1. Consider First Reading of Ordinance 17-02, to amend the Employee Handbook of the City of Spring Hill regarding Nepotism. Bruce Hull, Vice Mayor
2. Consider Resolution 17-08, to accept donation of 24.63 acres from Crestwood Partners, LLC.
3. Consider Resolution 17-09, to convey intent to accept conveyance of Rippavilla Plantation to the City of Spring Hill, Tennessee. *(considered by the Budget and Finance Advisory Committee on January 3, 2017)* Jonathan Duda, Alderman, Matt Fitterer, Alderman

Concerned Citizens

Roundtable Discussion

Adjourn

**STAFF  
ASSOCIATED  
ITEMS**

**RESOLUTION 17-01**

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF ANCILLARY LIGHTS AND EQUIPMENT FOR POLICE VEHICLES**

**WHEREAS**, the Spring Hill Police Department was allocated to purchase new police vehicles with equipment in the current 2016-2017 budget; and

**WHEREAS**, the Spring Hill Police Department is requesting to purchase ancillary lights and equipment for (7) seven Chevrolet Caprices; and

**WHEREAS**; City staff has reviewed prior proposals and has made a recommendation to the Budget and Finance Advisory Committee;

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill authorizes the purchase of ancillary lights and equipment from state contract and quotes for total cost of \$\_\_\_\_\_ as recommended by the Budget and Finance Advisory Committee on January 3, 2017.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of January, 2017.

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**ORDINANCE 17-01**

**AN ORDINANCE TO INCREASE DENSITY BY AMENDING DERRYBERRY ESTATES, A PLANNED UNIT DEVELOPMENT (PUD), MAURY COUNTY TAX MAP 043, PARCEL 011.08, CONTAINING 60.28 ACRES, ZONED R-2 PUD**

**WHEREAS**, the City of Spring Hill promotes orderly development within its corporate limits; and

**WHEREAS**, the concept plan was approved for a total of 160 residential lots in 2013; and

**WHEREAS**, the owner is requesting approval of an amendment to the PUD to change the west side of Port Royal Road from 34 single family homes to 111 townhomes in the project boundary; maintaining 126 single family homes on the east side of Port Royal Road for a total of 237 residential lots; and

**WHEREAS**, this Ordinance was forwarded to the City of Spring Hill, Tennessee, Board of Mayor and Aldermen by the Spring Hill Municipal Planning Commission on December 12, 2016 with a recommendation of denial; and

**WHEREAS**, all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN**, to hereby approve the request for an amendment to Derryberry Estates, a Planned Unit Development (PUD), Maury County Tax Map 043, Parcel 011.08, the public welfare requiring it.

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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Patrick Carter, City Attorney

Passed on First Reading: (on agenda January 17, 2017)

Passed on Second Reading:

**SUBJECT:** ORD 17-01 (Derryberry PUD Amendment)

**DATE:** January 3, 2017

**ATTENTION:** Board of Mayor and Aldermen (BOMA)

**DEPARTMENT HEAD:** Jon Baughman



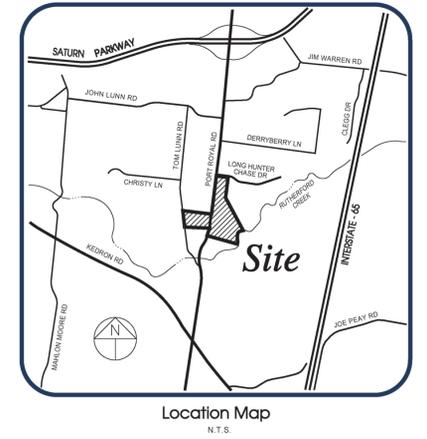
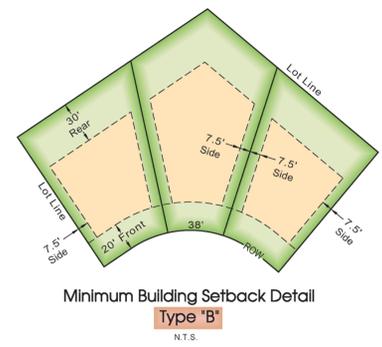
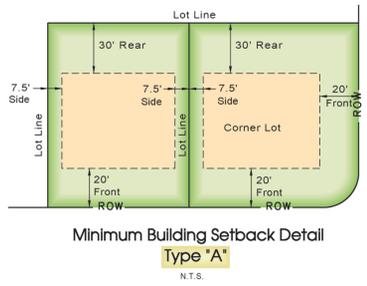
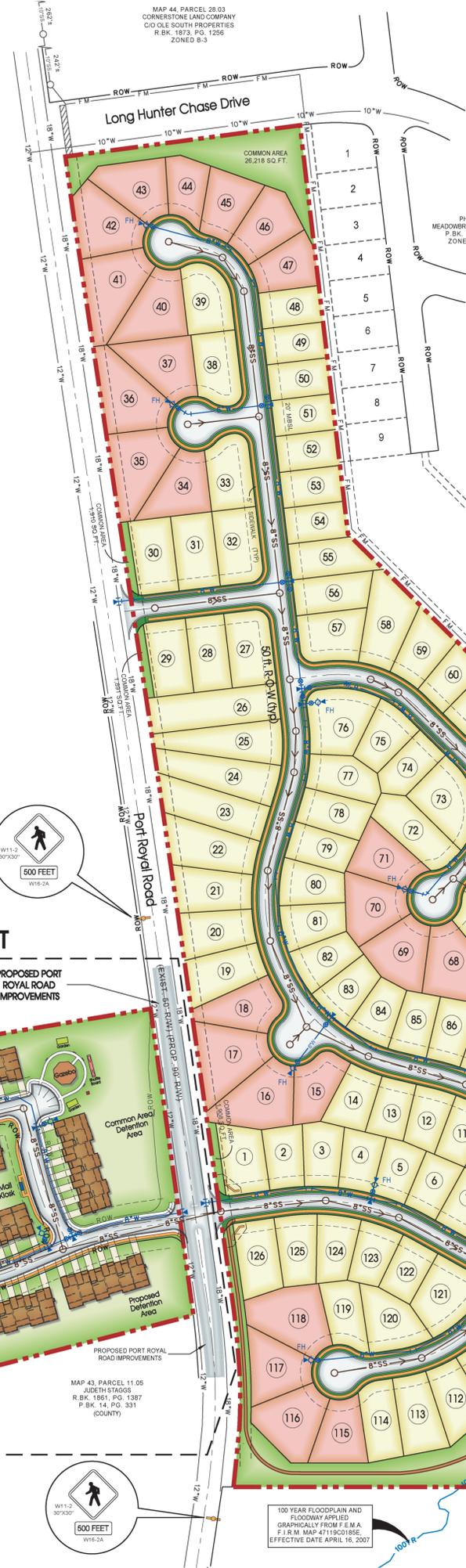
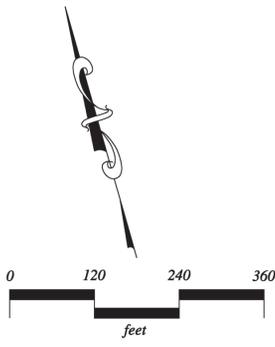
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## STAFF MEMORANDUM

**Property Description:** This property is located on Port Royal Road, south of Longhunter Chase Drive and northeast of the intersection of Port Royal Road and Tom Lunn Road and the City's Port Royal Park. Rutherford Creek is contiguous to the property's eastern boundary. In 2013, the Planning Commission and Board of Mayor and Aldermen approved a Planned Unit Development (PUD) application for Derryberry Estates to allow for 160 single-family dwellings with relief from the minimum bulk and area requirements of the R-2 zoning district. In 2015, the Planning Commission approved a preliminary plat application (PPL 86-2015) for 47 single-family residences, open space, and associated street improvements to Port Royal Road.

**Request:** The applicant requests approval of an amendment to the PUD to allow for the inclusion of townhomes in the project boundary on the west side of Port Royal Road.

**Discussion:** The proposed modification increases the density of the site and consequently the associated traffic. The request was recommended to be forwarded to the Board of Mayor and Aldermen with a recommendation for denial of approval.



**SITE DATA**

Total Area = 58.76 Ac.±  
 Existing Zoning = R-2 PUD (Spring Hill)  
 Proposed Zoning = R-2 PUD (Spring Hill)  
 Area in R-O-W = 8.73 Ac.±  
 No. of Residential Lots = 237  
 Single-Family Detached: 126 Lots  
 Single-Family Attached: 111 Townhomes  
 Typical Lot Size = 65'-68'W x 110'D  
 Total Area in Open Space = 17.94 Ac.±

- Notes:
- All homeowners will be required to be a member of the Derryberry Estates Homeowner's Association, which will maintain all common areas, including detention ponds, pocket parks, entrance signs, and all amenities.
  - Phase II construction shall require all amenities to be installed by the end of Phase II construction.
  - A R-O-W Dedication is required on each side of Port Royal Road for future widening to a 90 ft. R-O-W.
  - Owner info: Map 43, Parcel 11.08  
Ole South Properties Inc.  
R.Bk. 2356, Pg. 1314

**AREA OF PLANNED UNIT DEVELOPMENT AMENDMENT**

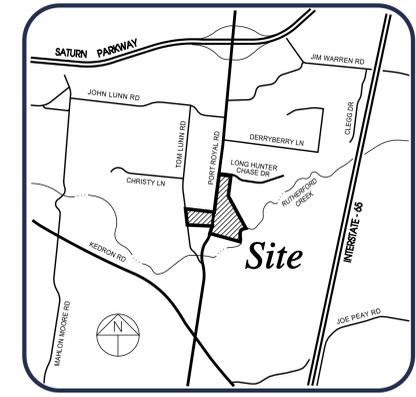


Concept Plan  
**Derryberry Estates**  
 R-2 Planned Unit Development  
 Port Royal Road  
 Spring Hill, Tennessee  
 November 22, 2016

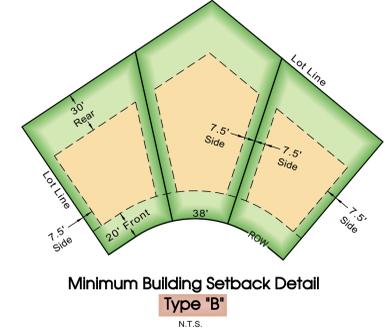
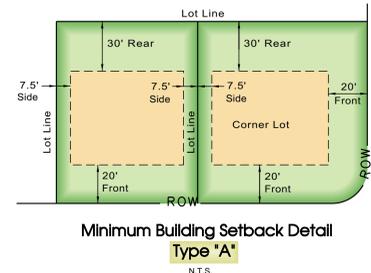


**SEC, Inc.**  
 SITE ENGINEERING CONSULTANTS  
 ENGINEERING • SURVEYING • LAND PLANNING  
 850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129  
 PHONE (615) 890-7900 • FAX (615) 895-2567  
 WWW.SEC-CIVIL.COM

APPROVED IN 2015



Location Map  
N.T.S.



**SITE DATA**

Total Area = 59.23 Ac.±  
Existing Zoning = AG (Spring Hill)  
Proposed Residential R-2 PUD (Spring Hill)  
Area in R-O-W = 8.48 Ac.±  
No. of Residential Lots = 160  
Typical Lot Size = 65'-68'W x 110'D  
Total Area in Open Space = 14.62 Ac.±

Notes:

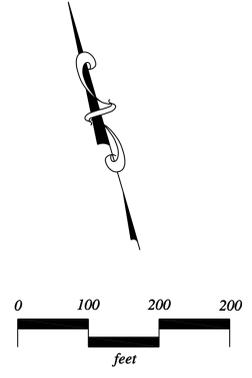
- All homeowners will be required to be a member of the Derryberry Estates Homeowner's Association, which will maintain all common areas, including detention ponds, pocket parks, entrance signs, and all amenities.
- Phase II construction shall require all amenities to be installed by the end of Phase II construction.
- A R-O-W Dedication is required on each side of Port Royal Road for future widening to a 90 ft. R-O-W.
- Owner info: Map 43, Parcel 11.00  
Willard & Frances Derryberry  
R.Bk. 1328, Pg. 395

# Concept Plan Derryberry Estates R-2 Planned Urban Development Port Royal Road Spring Hill, Tennessee November 9, 2015



**SEC, Inc.**  
SITE ENGINEERING CONSULTANTS  
ENGINEERING • SURVEYING • LAND PLANNING  
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37059  
PHONE (615) 890-7901 • FAX (615) 895-2567  
WWW.SEC-CIVIL.COM

SEC# 13076



100 YEAR FLOODPLAIN AND FLOODWAY APPLIED GRAPHICALLY FROM F.E.M.A. F.I.R.M. MAP 4711R02180E, EFFECTIVE DATE APRIL 16, 2007

MAP 43, PARCEL 11.03 THOMAS & CARMEN TIDWELL R.B.K. 1562, PG. 722 (COUNTY)

MAP 43, PARCEL 10.00 JAMES & MARTHA LOCHRIDGE R.B.K. 2181, PG. 857 ZONED AG

MAP 43, PARCEL 11.05 JUDITH STAGGS R.B.K. 1861, PG. 1387 P.B.K. 14, PG. 331 (COUNTY)

MAP 43, PARCEL 11.06 KEITH & LORITA BRADLEY R.B.K. 2020, PG. 700 (COUNTY)

PHASE 1A MEADOWBROOK SUBDIVISION P.B.K. 16, PG. 192 ZONED R-2 PUD

PHASE 1A MEADOWBROOK SUBDIVISION P.B.K. 16, PG. 192 ZONED R-2 PUD

MAP 44, PARCEL 28.10 MEADOWBROOK HOMEOWNERS ASSOCIATION, INC. R.B.K. 2017, PG. 1185 MEADOWBROOK SUBDIVISION FUTURE PHASE 1B P.B.K. 16, PG. 191 ZONED R-2 PUD

MAP 44, PARCEL 28.00 CORNERSTONE LAND COMPANY R.B.K. 2047, PG. 737 ZONED R-2 PUD

Proposed Force Main Connection to 3rd Existing MH

MAP 44, PARCEL 28.03 CORNERSTONE LAND COMPANY CIVIC SOUTH PROPERTIES R.B.K. 1873, PG. 1256 ZONED B-3

BORE FORCE MAIN UNDER LONG HUNTER CHASE DRIVE

EXIST. 50' R.O.W. (PROP. 90' R.O.W.)

Prop. San. Sewer Pumping Station

Proposed Detention Area

20 FT. WIDE GREENWAY EASEMENT (COORDINATE WITH CITY OF SPRING HILL)

5 FT. WIDE WALKING TRAIL

100' R.F. FLOOD HAZARD

100' R.F. FLOOD HAZARD

20' SANITARY SEWER EASEMENT FOR FUTURE TRUNK LINE (EXACT LOCATION NOT KNOWN AT THIS TIME)

Rutherford Creek

W11-2 30'x30' W16-2A

W11-2 30'x30' W16-2A

WALKING TRAIL

20' SAN. SEWER EASEMENT FOR FUTURE TRUNK LINE

20' SAN. SEWER EASEMENT FOR FUTURE TRUNK LINE

100' R.F. FLOOD HAZARD

**RESOLUTION 17-02**

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN  
TO SIGN A CORRIDOR MANAGEMENT AGREEMENT  
FOR STATE ROUTE 6 (HIGHWAY 31)**

**WHEREAS**, Tennessee's Long Range Transportation Policy Plan recognizes the benefit of interregional highway corridors in providing citizens and businesses throughout Tennessee with high quality access to educational, employment, health care and recreational opportunities and supports commerce and tourism; and

**WHEREAS**, the Tennessee Department of Transportation presented the attached agreement between Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, the Nashville Area Metropolitan Planning Organization and the Tennessee Department of Transportation; and

**WHEREAS**, the purpose of the agreement is to set forth obligation to develop and implement traffic management and operation for the State Route 6 corridor strategies to address congestion and safety; and

**WHEREAS**, the City of Spring Hill finds it in the interest of the citizens of the city to authorize the Mayor to enter into the attached agreement to define the parties' responsibilities and obligations concerning State Route 6.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign a corridor management agreement for State Route 6 (Highway 31).

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 17<sup>th</sup> day of January, 2017.**

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**STATE ROUTE 6  
CORRIDOR MANAGEMENT AGREEMENT**

DRAFT

**TENNESSEE STATE ROUTE 6  
CORRIDOR MANAGEMENT AGREEMENT**

**MEMORANDUM OF UNDERSTANDING  
CORRIDOR MANAGEMENT ALONG STATE ROUTE 6**

**I. Purpose**

The purpose of this Agreement is to provide a framework for the signatory agencies, organizations and governments, within Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, the Nashville Area Metropolitan Planning Organization (MPO), and the Tennessee Department of Transportation (TDOT), to work collaboratively in the management of State Route 6 (SR 6) and promote safe and efficient operation, enhance and sustain economic development and support environmental conservation along the corridor.

**II. Agreement**

WHEREAS, Tennessee's *Long Range Transportation Policy Plan* recognizes the value of interregional highway corridors in providing citizens and businesses throughout Tennessee with high quality access to educational, employment, health care and recreational opportunities and supports commerce and tourism; and

WHEREAS, the State of Tennessee Department of Transportation and the Nashville Area MPO have identified transportation improvements along the SR 6 corridor in their respective plans and work programs; and

WHEREAS, SR 6 has been identified as a corridor that enhances the economic vitality of the state, providing essential access for the region of the state and Williamson and Maury Counties to major economic markets and cultural centers; and

WHEREAS, the continued growth of the region is leading to increasing travel demand in the corridor, which, if unmanaged, can negatively affect the level of performance and safety experienced by users of the roadway; and

WHEREAS, community leaders, residents and transportation officials have identified this growing travel demand and development pressure as a concern with potential negative consequences for the safety and operation of the corridor, with potential to degrade the performance of the corridor, and the resulting implications for the economy and quality of life of the region; and

WHEREAS, elected officials, agency staff, and representatives of the Tennessee Department of Transportation, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, and the Nashville Area MPO have identified the following list of corridor management goals for the SR 6 corridor:

- **Improve Regional Transportation for Local Residents, Commuters, and Freight;**
- **Controlling Access/Safety;**
- **Multimodal Options;**
- **Coordination between Municipalities, School Systems, and Local Businesses;**
- **Education of Alternative Routes; and**
- **Improving streetscape along the corridor;**

WHEREAS, those same representatives identified the following corridor management strategies and associated tools for purposes of achieving the identified corridor management goals, including:

- Access Management;
- Traffic Management and Operations/ITS
- Land Use Planning; and
- Roadway Design and Capacity;

NOW, THEREFORE, the Tennessee Department of Transportation, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, and the Nashville Area MPO agrees to cooperate in the pursuit, adoption, and implementation of the strategies and actions detailed below:

**1. Access Management** - defines the relationship of adjacent land uses and activities to the corridor itself. The nature of that access can have a significant impact on mobility, congestion, and safety. Tools to implement the access management strategy include:

- Medians/channelization standards;
- Spacing standards;
- Corner clearance standards;
- Driveway design standards;
- Connectivity and cross-access standards;
- Street network standards;
- Access management plans; and
- Wayfinding signage.

Parties to this Agreement recognize the importance of the Access Management strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop and ~~approve~~ seek approval of the corridor access management standards and a corridor access management plan. The standards and plan will establish the location, spacing, design, and operation of driveways, traffic signals, median openings, interchanges, and street connections to the roadway;
- b. Seek approval ~~Approve~~ and adoption of the corridor access management standards and corridor access management plan into their individual design standards and guidelines.

**2. Traffic Management and Operations/ITS/Multimodal Options** – encompasses a wide range of activities aimed at maintaining or improving the overall safety and efficiency of a corridor for all users. This strategy is employed for a variety of reasons including maximizing roadway capacity, facilitating alternative modes (pedestrians, bicycles, transit), minimizing impacts from non-recurring events (traffic crashes, construction projects, maintenance activities, special events, etc.), and improving safety. Tools to implement the Traffic Management and Operations strategy may include:

- Coordination between Municipalities, School Systems, and Local Businesses
- Traffic Signal Timing and Coordination;
- Integrated Intelligent Transportation Systems (ITS) applications;
- Emergency Responder Technology;
- Truck/Freight Plan;
- Work Zone Management;
- Travel Demand Management;
- Traffic Bottleneck Removal;
- Traffic Impact Studies (rezoning, subdivision, site plans, access requests);
- Transportation Plans; and
- Setting and Measuring Corridor Performance Goals

Parties to the Agreement recognize the importance of the Traffic Management and Operations strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop a process for coordinated traffic management and operations, including corridor wide traffic impact study requirements; ~~and~~
- b. Development corridor traffic management and operations standards and performance goals; and.

- c. Develop a coordination process between municipalities, schools systems, and local business along the corridor.

**3. Land Use Planning** – describes the location and type of places and activities along a corridor. The organization of those land uses can influence a variety of factors, including traffic patterns, economic activity and community character. Tools to implement the land use strategy may include:

- Land use plans;
- Zoning, including design overlays;
- Subdivision regulations; and
- Urban services plan

Parties to this Agreement recognize the importance of the Land Use Planning strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Consider accepting, by resolution of their respected legislative bodies and planning commissions, the findings and recommendations of any proposed recommendations that come from the SR 6 Corridor Management Agreement in the future.

**4. Roadway Design and Capacity** – design improvements enhance the safety and operation of the road, while capacity improvements allow more vehicles to travel on the road. Roadway design and capacity is also an important strategy to protect environmental resources in a corridor. Tools to implement the Roadway Design and Capacity Strategy may include:

- Roadway alignment;
- Travel lane and shoulder widths;
- Medians;
- Crosswalks;
- Bicycle lanes;
- On-street parking;
- Sustainable stormwater controls;
- On and off-ramp locations;
- Number of travel lanes;
- Intersection geometry and curb radii;
- Channelized right-turns;
- Roundabouts; and
- Interchange improvements.

Parties to this Agreement recognize the importance of the Roadway Design and Capacity strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop ultimate, long-range corridor roadway design concepts and cross sections with the Tennessee Department of Transportation and Nashville Area MPO ; and
- b. Develop a corridor alignment and capacity plan that defines and preserves required future right-of-way.

### III. Governance

#### 1. Adoption, Amendment and Termination

This Agreement will become effective when an appointed and authorized representative of each the Tennessee Department of Transportation, the Nashville Area MPO, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, and the City of Columbia have placed their signature in the block below.

This Agreement may be amended, in whole or in part, by mutual agreement of all parties as evidenced by signatures on an amended agreement. The signatory parties agree to confer with respect to the continuation of the Agreement, or if there is the necessity for any amendments, on an annual basis. The State Department of Transportation will coordinate this meeting by identifying the date and location along with gathering input from the participating Agencies, Counties, Cities, Towns, and MPO for preparation of the agenda.

The signatory parties may withdraw from this Agreement at any time provided that the withdrawing party notifies the other signatories sixty (60) days in advance of the desired date of withdrawal in writing to allow time to remedy the reason for withdrawal. In the event efforts to remedy the reason for withdrawal are unsuccessful, the withdrawing party may withdraw from the Agreement without prejudice but at the risk of forfeiting its ability to participate in future activities and improvements taken as part of this Agreement.

Notwithstanding the foregoing, however, this Agreement shall remain in force until terminated by written agreement of the signatory parties.

## 2. Programming, Funding, Budgeting, and Reimbursement

This Agreement is neither a fiscal nor a funding obligation. Any transfer of funds between signatories that occurs as a result of the actions outlined in the Agreement may take place through applicable laws, agreements, existing authorities, and procedures.

Nothing in the Agreement shall obligate the signatories to expend appropriations, obligate funds, or enter into any contract or agreement.

This Agreement will be coordinated by the Tennessee Department of Transportation in cooperation with the other signatories. The signatory parties, moreover, shall form a Corridor Management Committee to implement the course of action described in this Agreement. The Corridor Management Committee shall include a designated representative from each of the signatories to this Agreement. Committee members will develop committee rules and operating procedures and establish a regular schedule of meetings.

The Corridor Management Committee will function as the steering committee for this Agreement with the responsibility of providing strategic guidance on the actions described herein. In the absence of corridor wide policies, plans, standards and regulations, the Corridor Management Committee will also serve as a coordinating committee for proposed improvements and projects affecting the corridor. Adoption or approval of any policies, plans, standards or regulations recommended under this Agreement will be at the sole discretion of the legislative and/or appointed bodies of the signatory parties.

The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

**IV. Signatures**

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement as of the date shown with the signature below:

WILLIAMSON COUNTY

MAURY COUNTY

\_\_\_\_\_  
Rogers Anderson, Mayor                      Date

\_\_\_\_\_  
Charlie Norman, Mayor                      Date

CITY OF FRANKLIN

TOWN OF THOMPSON'S STATION

\_\_\_\_\_  
Ken Moore, Mayor                      Date

\_\_\_\_\_  
Corey Napier, Mayor                      Date

CITY OF SPRING HILL

CITY OF COLUMBIA

\_\_\_\_\_  
Rick Graham, Mayor                      Date

\_\_\_\_\_  
Dean Dickey, Mayor                      Date

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

NASHVILLE AREA MPO

\_\_\_\_\_  
John Schroer, Commissioner                      Date

\_\_\_\_\_  
Michelle Lacewell, Interim Director                      Date

**RESOLUTION 17-03**

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF TV CAMERA  
FOR THE SEWER AND MS4 DEPARTMENTS**

**WHEREAS**, the Public Works Department is in need of upgrading the TV camera for sewer and MS4 operations; and

**WHEREAS**, City Staff wishes to save the cost of advertising for proposals and take advantage of the National Joint Powers Alliance (NJPA) Contract for this purchase; and

**WHEREAS**, city staff has made a recommendation to the Budget and Finance Advisory Committee on January 3, 2017.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the purchase of TV Camera for the Sewer and MS4 Departments in the amount of \$172,790.79, from Sansom Equipment Company, on NJPA Contract.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of January, 2017.**

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**DATE: Dec. 29, 2016**

**TO: BOMA**

**FROM: Jeff Foster, Public Works Director**

**RE: Authorization to purchase and upgrade TV  
camera**

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**OVERVIEW: The Public Works Department requests authorization to purchase a TV camera for sewer and MS-4.**

**HIGHLIGHTS:**

- This request is to purchase and upgrade TV camera for sewer department and MS-4.

**PROJECT/CONTRACT UPDATES:**

- This request is not a budgeted item but we have money in the Campbell Station sewer line installing.
- Cost of camera \$172,790.79.
- Amount budgeted for lift station removal \$450,000.00. Bid came in at \$233,125,65 with a change order \$11,913.40 total \$245,0039.05
- Remaining balance of \$204,039.95 Camera cost \$172,790.79 this would leave a balance of \$32,170.16
- Camera will be replacing the old camera which can't be repair. We use this to TV 10% of our sewer system a year.
- If hire TV out house \$200.00 hr. plus mobilization fee. If we can't purchase this in this year budget we will request to purchase next year.

**ACTION ITEMS:**

- Request that this authorization to purchase be approved.

**CONCERNS/ISSUES/PROBLEMS:**

- None

Respectfully,

Jeff Foster, Public Works Director

**QUOTE**



QUOTE #	201601523
DATE	11/1/2016

**City of Spring Hill**

NJPA Member ID # 37473

TO Jim Vrdoljak  
 3893 Mahlon Moore Rd  
 Spring Hill, Tennessee, 37174  
 (931) 486-2252 x288

Danny Paladino  
 (615) 815-8508  
 danny@secequip.com

QUOTE STATUS	FREIGHT	PAYMENT TERMS	DELIVERY IN DAYS
NJPA Quote	Included	Net	45 - 60 Days

1	Upgrade to Combo ROVER X / ROVER X SAT System Description: includes RAX-SAT150 cable reel with 150m standard cable and 30m push rod cable; RAX300 cable reel with wireless remote, mounting frame, emergency stop cable and 300m cable; DCX5000 desk-mount controller with CCU; RX140 SAT crawler with additional quick-change wheels; PTP70 pan-and-tilt camera with RX adaptor; set of 5 guide pipes; and double cable guide pulley. Also comes with ROVER X crawler system, including RCX90 camera; RX130 crawler with backeye camera, inclinometer, sonde, and clutch; RAX300 cable reel with wireless remote and 300M of orange Gore cable. Additional accessories include emergency stop cable and mounting frame for reel, as well as pressurization kit. Quick-change wheels system (including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels).
1	Remote Lift Accessory Description: to raise/ lower the RCX90 camera on the RX130 crawler
1	Aux light with rear view camera
1	Tyger tail
1	Manhole roller
4	XL rubber wheels
4	Medium grit wheels
4	Large grit wheels
6	Small grit wheels
1	Laptop with docking station
1	Wincan software Expert package
1	Two days on site wincan training
1	Discount per NJPA Contract # -22-14-EVS
1	Trade in of existing Rover system. Trade in value of \$10,000.00

TOTAL	\$172,790.79
-------	--------------

Does Not Include any Federal, State, or Local Taxes

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank You For Your Business!**

**RESOLUTION 17-04**

**RESOLUTION TO APPROVE A SPECIAL EVENTS PERMIT  
FOR ASGARD BREWING COMPANY**

**WHEREAS**, Title 16, Chapter 3, of the Spring Hill Municipal code requires a permit for special events held in the city; and

**WHEREAS**, Asgard Brewing Company 104 East 5<sup>th</sup> Street, Columbia, TN, has made application to the Spring Hill Board of Mayor and Aldermen; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE**, approves a Special Event Application and authorizes staff to issue a permit for the Asgard Brewing Company to be held on January 11, 2017, from 4:00 to 7:00 p.m. in the parking lot of Parkway Wine and Spirits, contingent on all forms, applications and fees being submitted to staff prior to the event.

Passed and adopted this 17<sup>th</sup> day of January, 2017.

---

Rick Graham, Mayor

ATTEST:

---

April Goad, City Recorder

LEGAL FORM APPROVED:

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Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 17-04*  
**SUBMITTED BY:** Victor Lay, City Administrator  
April Goad, City Recorder  
**DATE:** December 30, 2016  
**RE:** Special Events Permit Approval  
**ATTACHMENTS:** Resolution 17-04  
Application and Supporting Documentation

---

**PURPOSE:**

Mr. Steve Porter of Asgard Brewery requests approval of Special Events Permit, to include temporary Beer Permit.

**BACKGROUND:**

Mr. Porter inquired about getting a temporary beer permit for Wednesday, January 11, 2017. He plans to bring a truck to Parkway Wine and Spirits in The Crossings to sell beer between the hours of 4:00 p.m. and 7:00 p.m., which is before the next BOMA voting meeting.

**FINANCIAL IMPACT:**

Insignificant-Application fees will be charged (\$270.00)

**STAFF RECOMMENDATION:**

Staff recommends approval contingent upon requestor getting all forms, applications and fees submitted prior to the event.

**ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):**

Approval of Resolution 17-04, which states approval is contingent on all information and fees being received by staff prior to the event.

**RESOLUTION 17-05**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING PLAT FOR THE CROSSING SOUTH EXTENSION PHASE 1 SECTION 1**

**WHEREAS**, Developer Turnberry Land Company, LLC. has a recorded Final Plat for The Crossing South Extension Phase 1 Section 1 in Maury County Plat Book P21, Page 23; and

**WHEREAS**, said Plat shows public rights-of-way proposed for dedication to the City of Spring Hill; and

**WHEREAS**, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

**WHEREAS**, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

**WHEREAS**, the developer is required under Section VI, Paragraph 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

**WHEREAS**, on January 9, 2017, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for The Crossing South Extension Phase 1 Section 1 be accepted; and

**WHEREAS**, completion of all requirements and release of the maintenance bond will close out the performance agreement between Turnberry Land Company, LLC and the City of Spring Hill entered into on October 15, 2013; and

**WHEREAS**, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

**NOW, THEREFORE BE IT RESOLVED**, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within The Crossing South Extension Phase 1 Section 1 as shown on the recorded plat is hereby approved.

Passed and adopted this 17<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

LEGAL FORM APPROVED:

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

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

**RESOLUTION 17-01 OF THE  
PLANNING COMMISSION  
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO RELEASE THE MAINTENANCE BOND FOR  
THE CROSSINGS SOUTH EXTENSION PHASE 1 SECTION 1**

**WHEREAS**, a Maintenance Bond is currently in place for said development; and

**WHEREAS**, the existing Letter of Credit, considered a “maintenance surety” based on current subdivision regulations, guaranteed that the following improvements, which may include but not be limited to, sidewalks, curbs and streets with asphalt base course, would be constructed as per the approved design and function properly; and

**WHEREAS**, to date, the improvements noted heretofore have been constructed and have been functioning properly for a minimum period of twelve (12) months; and

**WHEREAS**, it is the recommendation of the City Engineer that the Maintenance Bond for The Crossings South Extension Phase 1 Section 1 in the amount of \$41,651.40 be released.

**NOW, THEREFORE BE IT RESOLVED**, by the Spring Hill Planning Commission that release of the Maintenance Bond for The Crossings South Extension Phase 1 Section 1 in the amount of **\$41,651.40** is hereby approved

Passed and adopted this 9<sup>th</sup> day of January, 2017

\_\_\_\_\_  
Paul Downing, Chairman

\_\_\_\_\_  
John Baughman, Secretary



## CERTIFICATE OF SATISFACTORY COMPLETION

December 30, 2016

Turnberry Land Company

The Crossing South Extension

Phase 1 Section 1

Development Name: The Crossing South Extension

Phase or Section of Construction: Phase 1 Section 1

Public Improvements: Sidewalks and final topping

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

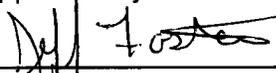
Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

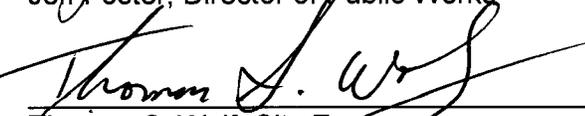
Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

  
City of Spring Hill Utility Inspector (signature)

Chris Crumley  
Printed name:

Approved By:

  
Jeff Foster, Director of Public Works

  
Thomas S. Wolf, City Engineer

199 TOWN CENTER PARKWAY

P.O. BOX 789

SPRING HILL, TN 37174

PHONE (931)486-2252

NASHVILLE LINE (615)248-6307

WILLIAMSON CO. (615)599-2614

FAX (931)486-0516



LAND

December 14, 2016

**City of Spring Hill Planning**

Attn: Victor Lay

199 Town Center Parkway  
Spring Hill, TN 37174

RE: FINAL Reduction Request for the Crossing Circle Extension

Mr. Lay,

As per the SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT entered into on October 15th, 2013 between the City of Spring Hill and Turnberry Land Company, LLC. Let this letter serve as the formal request for a FINAL bond reduction on the on the following construction items that have been tested and approved by the City of Spring Hill:

B. Improvements pertaining to the provision of Public Asphalt Topping to the Subdivision in the amount of Fifty-nine Thousand Four Hundred Dollars (\$59,400.00), this amount reflecting a ten (10%) increase above construction cost value. The City agrees that the Developer will install the Asphalt Topping as shown in Exhibit A per the following time table: The Asphalt Topping for Lot 1 will be installed just past the detention pond at the time as parking lot of Longhorn Steak House is being applied. The remainder of the Asphalt Topping shall be installed when Carmike Theater/Lot 6 is completing the top coating of their parking lot. The combined Asphalt Topping will constitute 100% completion of the Public Improvements.

**NOTE: The Asphalt Topping was installed and approved by the City of Spring Hill on June 19th, 2015 at which time the 1 Year Maintenance Bond took effect. The Maintenance Bond period has since expired as of June 19th, 2016. This requested is for the FULL reduction totaling \$20,790.00. (See attached reference items)**

D. Improvements pertaining to the provision of Public Side Walks to the Subdivision in the amount of Forty-two Thousand Nine Hundred Dollars (\$42,900.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that the Developer will be responsible for installing sidewalks on the South side ONLY of the Public Right of Way as shown in Exhibit A. The balance of the sidewalks on the North side of the Public Right of Way shall be installed by the future purchasers of that property and are not in anyway part of this Agreement.

**NOTE: The total length of sidewalks on the South side = 1,888 LF and are 100% complete from Carmike Theater to Wine & Spirits, thus completing all obligations under the agreement. This requested is for the FULL reduction totaling \$20,861.40. (See attached reference items)**

The combined FINAL TOTAL request for bond reduction is **\$41,651.40**. This amount will be released to Turnberry Land Company LLC along with any and all accrued interest in the joint escrow account. This FINAL request will satisfy all requirements of the SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT between Turnberry Land Company and the City of Spring Hill. The joint escrow account will be closed at completion of this Final Draw.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Puckett', with a stylized flourish at the end.

David M. Puckett  
Turnberry Land Company  
P: 502-819-1640  
davidmpuckett@msn.com

Cc: Rick Graham, Mayor of Spring Hill  
Chris Brooks, City of Spring Hill Codes

# Subdivision Development Performance Agreement

Turnberry Land Company LLC

Crossings Circle (South)

Total amounts on each line	amount reduced to 35%
Line A. \$126,500.00	\$44,275.00 Completed
Line B. \$59,400.00	<u>\$20,790.00 Completed</u>
Line C. \$38,500.00	\$13,475.00 Completed
Line D. \$42,900.00	<u>\$20,861.40 48.63%</u>
Line E. \$214,500.00	\$75,075.00 Completed
Line F. \$132,000.00	\$46,200.00 Completed
Line G. \$153,450.00	\$53,707.50 Completed
Line H. \$156,750.00	\$54,862.50 Completed
<b>Total \$924,000.00</b>	<b>Remaining Amount <u>\$41,651.40</u></b>

\$323,400.00 total for  
maintenance Bond

\$323,400.00  
- \$287,595.00  
= \$35,805.00

**\$287,595.00 was approved as a separate Maintenance Bond  
by Resolution 14-68 November 10. 2014**



## CERTIFICATE OF SATISFACTORY COMPLETION

June 19, 2015

David Puckett

Crossing South

Phase 1 Section1 Final

Development Name: David Puckett

Phase or Section of Construction: Crossing South Phase 1 Section 1 Final

Public Improvements: streets, curbs, detention ponds

---

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

Wayne Patterson

City of Spring Hill Utility Inspector (signature)

Wayne Patterson

Printed name:

Approved By:

Jeff Foster

Jeff Foster, Director of Public Works

199 TOWN CENTER PARKWAY P.O. BOX 789 SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516

## **SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT**

THIS AGREEMENT, entered into this the 15<sup>th</sup> day of October, 2013, by and between TURNBERRY LAND COMPANY, LLC, a Tennessee Limited Liability Company hereinafter referred to as "Developer", and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as "City".

### **WITNESSETH:**

WHEREAS, the City desires to foster and support economic development within the city limits of the City of Spring Hill, Tennessee; and

WHEREAS, businesses, including, but not limited to Carmike Cinemas ("Carmike"), Longhorn Steakhouse and Jonathan's Grille desire to establish points of service in the Spring Hill business community; and

WHEREAS, the Developer desires to undertake the development of certain real property located in the City of Spring Hill, Maury County, Tennessee, better known as Crossings South Final Plat located at the interchange of Saturn Parkway and US 31 Main Street, hereinafter referred to as "Subdivision"; and

WHEREAS, Developer lacks the requisite funds to establish a typical insurance surety in favor of the City to secure its obligations in completing certain public improvements included in the Crossings South Final Plat; and

WHEREAS, the City and the Developer seek to establish a cash performance account ("Performance Account") with periodic draw downs in the value of the Performance Account reflecting the completion of specific improvements pursuant to this Agreement with said improvements meeting the approval of the City; and

WHEREAS, the funding of the Performance Account is anticipated to be provided by the Developer simultaneously with the closing of Developer's lot (more specifically identified as Lot 6 of Crossings South, Phase 1, Section 1 Final Plat/Subdivision) ("Final Plat") (attached as Exhibit A) sale to Store Capital Acquisitions, LLC, a Delaware limited liability company, ("Store Capital") where Carmike plans to construct a new movie theater; and

WHEREAS, it is further anticipated that simultaneously with the foregoing closing, the Final Plat for the development discussed herein shall be recorded with the Maury County Register of Deeds office.

NOW, THEREFORE,

In and for consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

**1. Record of Subdivision**

The Subdivision intended for development as set forth in the Final Plat shall be recorded in the office of Register of Deeds of Maury County, Tennessee, executed by Turnberry Land Company LLC, the Adams Family, and City of Spring Hill, as property owner(s). This Final Plat has been duly reviewed in preliminary and final form and has been found acceptable for recordation by the City.

**2. Improvements to Subdivision**

The Developer shall cause the construction and installation of the generally described Improvements to the Subdivision as described on Exhibit B of this Agreement (site and construction plans). These Improvements are depicted in detail on the Final Plat.

**3. Schedule of Improvements**

The Developer, at his sole expense and responsibility, pursuant to the following Schedule, shall undertake the Improvements cited on Exhibit B of this Agreement:

A. The construction of Public Improvements to the Subdivision shall commence on or after the date of closing and recordation of the Final Plat of the Subdivision in the Clerk's Office of Maury County and shall be substantially completed on or before the expiration of 150 calendar days from the date of closing (see Paragraph 5 hereof).

B. As used herein this Agreement, the term "substantially completed" as applicable to Public Improvements shall mean when the Improvements are completed in construction to a state and condition so as to be eligible for formal submission by the Developer for acceptance, operation and maintenance by the City. The City shall promptly within (10) working days inspect the improvements and notify the Developer of any deficiencies in writing of any such deficiencies. If no deficiencies exist, the agent of the City shall release sixty five percent (65%) of the scheduled construction improvement line item to the Developer upon Planning Commission approval. The Developer shall be responsible for maintaining and operating such Improvements for one year from the date of acceptance of the last Improvement (excluding final pavement topping and sidewalks) required hereunder by City. Submission of such Improvements for acceptance shall be the sole responsibility of the Developer. Acceptance of such Improvements shall be conditioned upon full compliance with all applicable Ordinances, regulations, subregulations, codes, laws, statutes, the final construction plans and Final Plat in the sole discretion of the City. By entry into this Agreement, the Developer understands and agrees to the standards, specifications and conditions under which such Improvements are to be constructed as listed above so as to render such Improvements acceptable to the City and State of Tennessee, in their sole discretion.

**4. Establishment of Performance Account**

The Developer simultaneously with the closing of the transaction contemplated by this Agreement shall provide Surety to the City in the form of Performance Account from CB&S Bank, which shall only be disbursed to Developer upon the joint signatures of the Developer and the City Administrator or his designee. CB&S Bank's business address is 771 N. Ellington Pkwy., Lewisburg, TN 37091.

**5. Closing**

The Closing of the Developer's land sale to Store Capital is scheduled to occur on or before November 12, 2013. Simultaneously with said closing (and not before or after), the Performance Account provided herein shall be funded in a manner consistent with the terms hereof and the Final Plat shall be recorded with the Register's Office of Maury County, Tennessee. If the closing does not occur on or before November ~~12~~<sup>2</sup>, 2013, this Agreement shall be void and the Parties shall have no further obligations to each other unless this Agreement is extended in writing by the mutual agreement of the Parties. *WAL*  
*DPH*

**6. Performance Account Amount**

The Performance Account of Nine Hundred Twenty-four Thousand Dollars (\$924,000.00) shall be divided into the following project subparts, which reflect the construction costs of the Improvements to be undertaken by the Developer, plus a percentage increase of ten percent (10%) for each of the Improvements required by the City:

A. Improvements pertaining to the provision of Public Base and Asphalt Binder Paving to the Subdivision in the amount of One Hundred Twenty-six Thousand Five Hundred Dollars (\$126,500.00), this amount reflecting a 10% increase above construction cost value.

B. Improvements pertaining to the provision of Public Asphalt Topping to the Subdivision in the amount of Fifty-nine Thousand Four Hundred Dollars (\$59,400.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that Developer will install the Asphalt Topping as shown in Exhibit A per the following time table: The Asphalt Topping for Lot 1 will be installed just past the detention pond at the same time as the parking lot of Longhorn Steak House is being applied. The remainder of the Asphalt Topping shall be installed when Carmike Theatre/Lot 6 is completing the top coating of their parking lot. The combined Asphalt Topping will constitute 100% completion of the Public Improvement.

C. Improvements pertaining to the provision of Public Curb and Gutter to the Subdivision in the amount of Thirty-eight Thousand Five Hundred Dollars (\$38,500.00), this amount reflecting a ten percent (10%) increase above construction cost value.

D. Improvements pertaining to the provision of Public Side Walks to the Subdivision in the amount of Forty-two Thousand Nine Hundred Dollars (\$42,900.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that the Developer will be responsible for installing sidewalks on the South side ONLY of Public Right of Way as shown in Exhibit A. The balance of the sidewalks on the North side of the Public Right of Way shall be installed by the future purchasers of that property and are not way part of this Agreement.

E. Improvements pertaining to the provision of Public Storm Line and Drains to the Subdivision in the amount of Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500.00), this amount reflecting a ten percent (10%) increase above construction cost value.

F. Improvements pertaining to the provision of Detention Ponds to the Subdivision in the amount of One Hundred Thirty-two Thousand Dollars (\$132,000.00), this amount reflecting a ten percent (10%) increase above construction cost value.

G. Improvements pertaining to the provision of Public Sanitary Sewer to the Subdivision in the amount of One Hundred Fifty-three Thousand Four Hundred Fifty Dollars (\$153,450.00), this amount reflecting a ten percent (10%) increase above construction cost value.

H. Improvements pertaining to the provision of Public Water Line to the Subdivision in the amount of One Hundred Fifty-six Thousand Seven Hundred Fifty Dollars (\$156,750.00), this amount reflecting a ten percent (10%) increase above construction cost value.

The combined total amount of the Performance Account for all Improvements specified for the Subdivision equals Nine Hundred Twenty-four Thousand Dollars (\$924,000.00).

Upon acceptance of an individual Improvement, the City shall release sixty-five percent (65%) of the Performance Account attributed to such Improvement line item to the Developer within 30 days of written confirmation of acceptance and subject to Planning Commission approval.

## **7. Final Release of Performance Account**

A. Upon final completion and acceptance of the Improvements pertaining to Public Improvements as set out in Section 6 of this Agreement and the passage of one (1) year following the completion of the last Improvement pursuant to Section 3B of this Agreement, the City shall release the Performance Account to the Developer. For the purpose of final release, the term "acceptance" is deemed to mean when the Improvements are formally accepted by and taken over for operation and maintenance by the City of Spring Hill which is responsible for maintaining and for operating such Improvements upon acceptance. The Developer shall give written notice of completion of all of the Improvements to the City from whom acceptance is required. Within thirty (30) days of receipt of written notice to the Developer that the City has accepted an Improvement(s), the City shall release the Performance Account pertaining to that

Improvement(s) by appropriate written notice to the Developer's Performance Account provider, with copy to the Developer.

B. In cases where the City cites deficiencies in any Improvements that must be corrected before acceptance, the City shall continue to hold Performance Account for a period of 30 days. The City shall notify the Developer in writing of non-receipt of approval and acceptance for completed Improvements and must notify the Developer of any specified defects or deficiencies in the construction of the Improvements. If at the end of this 30-day period such corrective measures have not been undertaken, the City may cause forfeiture of the entire Performance Account, at its discretion. (See Section 8 hereof)

C. It is the intent of the City to operate in good faith and work with the Developer in performance of the terms of this Agreement. The City does hereby covenant that they will perform their obligations (inspections, notices and release of funds from the Performance Account) in a timely manner. The City shall perform their duties in good faith and shall report any deficiencies (if any) as soon as possible to the Developer.

#### **8. Default of Developer/Forfeiture of Performance Account/Remedies**

A. The City may cause forfeiture of the balance of the Performance Account without further notice to Developer if the Developer initiates bankruptcy proceedings and/or other insolvency proceedings, fails to pay materialmen, general contractors and/or subcontractors, fails to proceed diligently or otherwise is legally or financially prevented from proceeding with due diligence in construction of the Improvements specified by this Agreement for any reason whatsoever.

B. The City may also cause forfeiture of the balance of the Performance Account when the Developer has failed to achieve substantial completion of the Improvements due to defects after receipt of a thirty (30) day written notice of same from City. For the purposes of this Agreement, the term "defects" shall mean any deficiency in the construction, installation, repair, materials or design of Improvements and related appurtenances, or the failure to appropriately construct or install all such Improvements to the extent required by the Final Plat of the Subdivision or related construction documents. The Developer shall be held responsible for all such defects.

C. The City shall be entitled to exercise any and all legal remedies available to it in its sole discretion in the event of the breach of this Agreement by Developer and shall be entitled to recover its costs and attorney fees from Developer if legal redress is necessary in the sole discretion of the City to enforce the terms and conditions of this Agreement.

#### **9. Agents for City and Developer**

The agent of the City for the purposes of this Agreement shall be the City Administrator of Spring Hill, Tennessee, or his designee. The agent for the Developer for the purposes of this Agreement shall be David Puckett or his designee.

**10. Further Assurances**

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

**11. Notices and Communication**

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.  
199 Town Center Parkway  
Spring Hill, TN 37174

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Turnberry Development, LLC  
415 Church Street  
Unit 1415  
Nashville, Tennessee 37219

**12. Non-Waiver**

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by both Parties.

**13. Governing Law**

This Agreement shall be construed under and enforced pursuant to the laws of the state of Tennessee.

**14. Venue and Jurisdiction**

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

**15. Severance**

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not effect other provisions of this Agreement, which shall remain in full force and effect.





**RESOLUTION 17-06**

**A RESOLUTION TO APPROVE ADDENDUM NO. 5, OF THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR FIELD SURVEYING, RIGHT OF WAY EXHIBIT DRAWINGS, LEGAL DESCRIPTION UPDATES, RIGHT OF WAY APPRAISALS, RIGHT OF WAY ACQUISITIONS, RIGHT OF WAY APPRAISAL REVIEWS AND ASBESTOS ABATEMENT FOR DUPLEX ROAD WIDENING PROJECT**

**WHEREAS**, Requests for Proposals for this project were received on February 6, 2009, and City Staff were authorized to negotiate a contract with CDM Smith Inc., formerly known as Wilbur Smith Associates for the above referenced project on March 16, 2009, per Resolution 09-13; and

**WHEREAS**, the Board of Mayor and Aldermen for the City of Spring Hill has approved a contract with CDM Smith Inc., formerly known as Wilbur Smith Associates for the Engineering and Design of improvements to Duplex Road (SR 247); and

**WHEREAS**, this project shall be conducted consistent with the requirements of the Tennessee Department of Transportation Locally Managed Program; and

**WHEREAS**, the scope of the Addendum 5, (See attached documentation), is attached to this resolution and consists of right of way acquisition assistance; and

**WHEREAS**, the fee schedule below is as stated in agreement as “Addendum 5”:

<u>SERVICE</u>	<u>Cost</u>
<b><u>Right of Way Plan Revisions:</u></b>	
Two (2) right of way plan revisions	
Sub Total	\$28,400.00
<b><u>Design Plans Revisions:</u></b>	
TDOT mandated for stream mitigation on (2) tracts	
Sub Total	\$29,000.00
<b><u>Geotechnical Revisions:</u></b>	
TDOT mandated from an Environmental Boundary Report	
Sub Total	\$2,500.00
<b><u>Transition to TDOT Responsibility for Construction Phase</u></b>	
TDOT constructability review and asbestos abatement on (3) structures	
Sub Total	\$86,600.00
<b><u>Right of Way Management and Services</u></b>	
Survey, Negotiations, Appraisals, and Review Appraisal	
Sub Total	\$323,400.00
<b>Total Addendum No. 3 services</b>	<b>\$469,900.00</b>

Original Contracted Amount	\$1,587,627.00
Contract Including Addendum No. 4	\$3,517,856.92
Total Contract Including Addendum No. 5	<b><u>\$3,987,756.92</u></b>

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Mayor and Aldermen approve the cost of Addendum 5, (See Attached Documentation) in the amount of \$469,900.00. Amounts for any additional phase of services shall be brought before the Board of Mayor and Aldermen for approval and ratification of negotiated amounts at future public meetings.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 17<sup>th</sup> day of January, 2017.**

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**SUBJECT:** CDM Smith, Inc. Contract Addendum #5

**DATE:** December 30, 2016

**ATTENTION:** Board of Mayor and Aldermen

**STAFF:** Missy Stahl, Project Manager



---

## **STAFF MEMORANDUM**

The purpose of this memo is to provide information regarding a request from CDM Smith, Inc. to increase their contracted amount with the City for services provided for the widening of Duplex Road TDOT project with an Addendum #5.

### **Background:**

The City entered into a contract with CDM Smith, Inc. (formerly Wilbur Smith Associates) in 2009 to provide engineering and design services related to the TDOT project of widening and improvements of Duplex Road. This addendum request is a result of two (2) right of way plan changes, TDOT required changes to the design plans and geotechnical plans, costs to transition to TDOT the responsibility for the construction phase (to include asbestos abatement on three structures) and additional surveys, appraisals and appraisal reviews that have occurred due to plan changes and ownership changes. CDM Smith, Inc. has submitted an Addendum #5 in the amount of \$469,900.00 for approval by BOMA.

### **Staff Recommendation:**

Staff recommends approval of the request.



210 25th Avenue North, Suite 1102  
Nashville, TN 37203  
tel: 615 320-3161

December 28, 2016

Mr. Victor Lay, City Administrator  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

Subject: STP-M-247(9) 60PLM-F2-019  
SR 247 Duplex Road  
From SR 6 to West of I-65  
Maury and Williamson Counties

Dear Mr. Lay:

CDM Smith has prepared a detailed scope of items remaining for the Right of Way Acquisition and Construction Plans design for SR 247 Duplex Road. This project is currently anticipated to be included within the May 2017 letting with construction and administration costs to be covered by TDOT.

The change to TDOT funding for construction has required additional coordination with TDOT and additional details within the plans as outlined below, that were not included in the original contract or previous supplemental agreements. CDM Smith has also revised the Right of Way and Construction Plans as detailed in the attached document. In addition, CDM Smith's Right of Way Management Services and associated sub consultants have required additional efforts not previously anticipated in the scope of services. The costs and detailed descriptions of the additional services associated these tasks are listed attached documents Exhibit A, B, and Subcontractor Estimates 1-4.

The following represents a summary of the costs associated with these tasks:

Right of Way Plans Revisions	\$28,400
Design Plans Revisions	\$29,000
Geotechnical Revisions	\$2,500
Transition to TDOT Responsibility for Construction Phase	\$86,600
Right of Way Management and Services	\$323,400





Mr. Lay  
August 5, 2016  
Page 2

**Proposed Supplement 5 \$469,900**

Total Contract Value \$3,987,756.92

CDM Smith appreciates the opportunity to continue to support the design and future construction of Duplex Road and provide these design services to the City of Spring Hill. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Brandie C. Cookston".

Brandie C. Cookston, PE  
Project Manager  
CDM Smith Inc.

A handwritten signature in blue ink that reads "Zack Daniel".

Zack Daniel, PE  
Client Service Leader/Associate  
CDM Smith Inc.

cc: Missy Stahl  
Mike Montgomery



## **EXHIBIT A**

### **Addendum No. 5 to Professional Services Agreement.**

#### **Scope of Services**

Following is the detailed scope of services required for plans preparation and Right of Way Acquisition Services:

#### **Right of Way Plans Revisions**

CDM Smith has also performed two right of way plans revisions due to adjustments made for property acquisition. During the Right-of-Way negotiation process, the revisions required including the following items:

- Plans were revised to depict ROW, as requested by TDOT Operations and Attorney General Representative, for tracts where deeds detailed property to the centerline of the roadway. Revisions were made to the following tracts to depict the prescribed easement:
  - 36, 103, 112, 183
- Plans were revised for tracts with name and/or deed changes including the following tracts:
  - 27, 38, 44, 58, 70, 71, 105, 136, 139, 140, 141, 152, 160, 171, 180, 214, 219, 228, 231, 236, 237, 243, 264, 270, 271, 272, 274

#### **Design Plans Revisions**

TDOT is conducting an onsite Stream Mitigation on Tracts 40 and 51, which is being designed by others. These changes have required that the drainage in this area be re-evaluated. In addition, the right of way in this area was revised to include the additional area required for stream mitigation. CDM Smith coordinated with TDOT Environmental for these revisions and changes required to the NEPA documents.

CDM Smith coordinated with Dempsey Drilling at the request of TDOT Utilities to avoid the existing sanitary sewer onsite. Drainage revisions were required because of this modification.

#### **Geotechnical Revisions**

TDOT provided an Environmental Boundary Report that identified recently developed depressions along an existing ditch that TDOT's environmental division has noted as a potential sinkhole. TDOT requested this item be added to the plans and further evaluated for Geotechnical Recommendations.

#### **Transition to TDOT Responsibility for Construction Phase**

The City of Spring Hill and TDOT formalized an agreement whereby the City would complete the design, plans preparation and right-of-way acquisition with TDOT then accepting responsibility for bid letting and construction of the project. As the contract scope of services assumed that the City of Spring Hill, rather than TDOT, would have construction responsibility, the CDM Smith scope of services requires some modification. The following additional items were not previously covered by the contract and are requirements for completion of this project by TDOT. These are noted in the following paragraphs:

- TDOT Constructability Review: TDOT requires three- four hour meetings with selected contractors to discuss the constructability concerns for this project. CDM Smith is required to prepare presentations and materials for these meetings, participate in the meeting, and work with TDOT to identify any plans revisions that would be required thus. For this

estimate, CDM Smith assumes that the plans revisions will be minimal and will not exceed 40 hours of time.

- TDOT Construction requires that an asbestos survey be conducted for any structural removals. KS Ware conducted the initial survey and has provided an estimate for the abatement services required to removed hazardous material from the 3 structures onsite. The additional items and cost are included within the attached **Subcontractor Estimate 1**.

### **Right of Way Management and Services (Survey, Negotiations, Appraisals, Appraisal Reviews)**

This supplement request includes work required to complete the right of way-acquisition-services for the March 1, 2017 Right-of-Way turn in date. It is our understanding that the City intends to make all efforts to negotiate and close on the properties, but will proceed to the condemnation process by January 30, 2017 for any remaining tracts. The following tasks include the additional items associated with completing the Right of Way acquisition:

- Additional tracts not included in initial estimate of right of way services. Original contract anticipates 179 closings currently the contract will require 197 property owners signed agreements.
- ROW Aquisitions for 12 tracts that require negotiations with home owner associations for home owner association owned tract improvements.
- CDM Smith has provided detailed information for negotiations as requested by the city including detailed property and design sketches, meetings and phone calls to answer property owner questions. The following is a list of tracts that have required additional coordination with the property owners:
  - 40, 44, 50, 51, 60, 73, 51, 95, 114, 116, 133, 177, 180, 191, 200 205, 226, 248, 251, 255, 260, 262, 267, 268, 269, 273, 279
- CDM Smith has provided formal Right of Way Sketches for closing agents as required by lenders. The following is a list of tracts that have required additional coordination with the property owners:
  - 121,175, 269, 201, 218, 243, 180, 183, 188, 224, 228
- CDM Smith has updated the right of way documentation as required for the negotiations as required by the plans reivisions throughout the project. Plans were revised for tracts with name and/or deed changes including the following tracts:
  - 27, 38, 44, 58, 70, 71, 105, 136, 139, 140, 141, 152, 160, 171, 180, 214, 219, 228, 231, 236, 237, 243, 264, 270, 271, 272, 274
- The Legal Descriptions are revised as required for condemnations, currently at 20 tracts, but anticipated an additional 20 may be required prior to completion of the project.
- CDM Smith and sub-consultants have incorporated revisions to right of way acquisition documentation as required by TDOT, for tracts with deeds that detailed ownership to the centerline of the roadway.

- Negotiations and closings revisions were required because of TDOT's instruction for temporary fencing policy.
- Randy Button and Associates identified additional tasks required for Updated Appraisals, Tracts needing additional services, Increased Appraisal and Negotiation Scope, and Anticipated Future Needs as detailed within the attached **Subcontractor Estimate 2**.
- Closing Agents Nancy Crawford and Brenda Lehman have provided CDM Smith with cost estimates for additional services required to complete this project. The anticipated contract ceilings required to perform the closings, as detailed within the attached estimates, **Subcontractor Estimate 3 and 4**. The additional services not included in the original contract include:
  - Updated title searches required due to change in property owners and deeds
  - Additional tracts not included in initial estimate of closing services. Original contract anticipates 179 closings currently the contract will require 197 property owners signed agreements.
  - Negotiations with 12 home owner associations for tract improvements and associated encumbrances.
  - Additional encumbrances that must be released prior to conducting closing proceedings have resulted in additional charges for closing services, including lender partial agreements, bankruptcies, consent to easement partial easements, partial releases, trusts and determining ownership, and estates notarized affidavit of heirship and determining ownership.
  - Additional support required for negotiations due to various property owner issues (i.e. determining ownership of the tracts).
- CDM Smith Right of Way Management Services are anticipated to extend 4 months to the March 1, 2017 turn in date. This task included the includes TDOT Coordination, Sub consultant Coordination, Bi-weekly meetings held at Spring Hill City Hall, and project management.

This is **EXHIBIT B**, referred to in and part of the **Addendum No. 4 to Professional Services Agreement**.

**Payments to Consultant**

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*Consultant will be compensated on a lump sum basis in accordance with the following schedule of professional services fees.*

<u>SERVICE</u>	<u>Cost</u>
Right of Way Plans Revisions	\$28,400
Design Plans Revisions	\$29,000
Geotechnical Revisions	\$2,500
Transition to TDOT Responsibility for Construction Phase	\$86,600
Right of Way Management and Services	\$323,400
	<hr/>
Addendum 5 Total	\$469,900.00
<b>Total Contract Total \$3,987,756.92</b>	



54 Lindsley Avenue  
Nashville, Tennessee 37210  
Phone: 615-255-9702

December 22, 2016

Ms. Brandie Cookston  
CDM Smith, Inc.  
651 East 4<sup>th</sup> Street  
Suite 100  
Chattanooga, TN 37403

**Subject: Asbestos and Regulated Material Abatement Services**  
**Project: Spring Hill Duplex Road Structure Removal**  
**Spring Hill, Tennessee**  
**Termini: Duplex Road from SR-6 (Main Street) to 0.11 Miles West of I-65**

Dear Ms. Cookston:

We have prepared this proposal to provide Asbestos and Regulated Materials Abatement Services on the above referenced Spring Hill, Tennessee construction project. Our understanding of the project is based on information provided to Mr. Kollan Spradlin of K.S. Ware and Associates, LLC (KSWA) via e-mail and telephone conversations with CDM Smith, Inc. Project Manager, Ms. Brandie Cookston. This proposal outlines our proposed budget and scope of services. This project is anticipated to begin after receipt of written notice to proceed.

## **BACKGROUND**

CDM Smith, Inc. engaged KSWA on behalf of the City of Spring Hill to complete asbestos and regulated materials surveys for the structures on Tracts 12, 30, 31 and 34 that were identified for right of way (ROW) acquisition and structure demolition associated with the proposed widening of Duplex Road in Spring Hill, Tennessee. KSWA has completed the field work associated with the surveys, and has received the laboratory results for the structures on all four tracts. KSWA is currently in the process of developing survey reports for each tract. At CDM Smith's request, KSWA has developed this proposal to provide asbestos and regulated materials abatement services in advance of completing and delivering the survey reports by January 31, 2017.

The subject City of Spring Hill, Tennessee construction project consists of the demolition of structures on four tracts located within the right-of-way (ROW). Prior to completing demolition, asbestos containing materials (ACM) and other regulated materials require proper removal and disposal. The following materials require abatement and proper disposal:

### **Tract 12 (5278 Main Street – Corner of Duplex Road and Main Street):**

- The refrigerant from 1 small air conditioner (AC)/heating combination unit
- ACM fireplace panels
- 750 square feet (sf) total of ACM Brown pattern vinyl sheet floor (VSF) and ACM brown and brown and white VSF over various ACM 9"x 9" vinyl floor tile (VFT) with non-ACM black mastic
- Approximately 100 sf of ACM VSF over 2 layers of VFT and ACM black mastic – on concrete
- Approximately 75 sf over 2 layers of ACM 12" x 12" VFT over a layer of 9"x 9" ACM VFT and ACM mastic – on wood
- Approximately 25 sf 12" x 12" VFT in the upstairs closet on wood. Same as 12" x 12" VFT in bathroom
- Approximately 5 sf of quilt pattern VSF that is detached and lying on the floor in a laundry room
- Approximately 45 sf of various ACM 9"x 9" VFT under the stairs
- The joint compound and ceiling texture downstairs is ACM and removal of the drywall system throughout the lower level will be required
- All ACM siding from the exterior of the structure

#### **Tract 30 (2529 Duplex Road)**

- 1 mercury switch thermostat, refrigerant from 1 AC unit, approximately 3 compact fluorescent (CFL) bulbs
- In West Shed – 14 cans of paint, 2 cans of wood finish, 1 can paint stripper
- In East Shed – 1 suspected polychlorinated biphenyls (PCB) containing fluorescent tube light (FTL) fixture with 4 FTL bulbs, 2 quarts of oil, 1 can of paint primer, 2 buckets of joint compound/window glazing
- No ACM that requires abatement

#### **Tract 31 (2531/2533 Duplex Road)**

- 1 mercury switch thermostat, approximately 10 CFL bulbs, 2 FTL bulbs, 1 high intensity discharge (HID) bulb, the refrigerant from 2 AC units, approximately 7 containers of household cleaning chemicals, approximately 5 cans of paint
- No ACM that requires abatement

#### **Tract 34 (2535 Duplex Road)**

- Approximately 12 CFL bulbs, 2 cans of paint, 1 mercury switch thermostat, the refrigerant from 2 AC units
- Drywall system for the entire house will require abatement as the joint compound is ACM

### **SCOPE OF SERVICES**

To complete the asbestos and regulated materials abatement services for four tracts for the subject City of Spring Hill, Tennessee construction project, KSWA proposes to complete the following scope of services:

- Properly abate and dispose of all ACM and Regulated Materials identified during the initial inspections of the tracts. This service will be provided by an abatement subcontractor.
- Provide on-site observations and documentation of the abatement process for the duration of field activities.
- Prepare one abatement observations report documenting the ACM and regulated materials removal performed at all four tracts (Tracts 12, 30, 31, and 34).

A detailed cost breakdown for all activities is also included as **Attachment 1**. First Response Environmental Group (FREG) has been selected to perform the abatement activities. KSWA's request for quote and LEC's cost estimate are provided as **Attachments 2 and 3**.

### **ASSUMPTIONS AND LIMITATIONS**

Our proposed scope and fee are based on the following additional assumptions and limitations:

- All abatement activities will be completed for all four tracts in one mobilization.
- KSWA and the abatement subcontractor will be provided with unimpeded access to each building.
- KSWA understands that the City of Spring Hill has obtained ownership of all of the structures, and that these structures are currently unoccupied. We assume that all structures will remain unoccupied prior to, during, and following the abatement activities. We also assume that no clearance and air monitoring will be required due to no reoccupation of the structures scheduled for demolition.
- The utilities to the subject structures were disconnected at the time of KSWA's survey field activities. Our proposal assumes that utilities will remain disconnected throughout the abatement field activities.
- KSWA's proposal assumes that all buildings will remain structurally sound and safe to enter throughout abatement field activities.
- KSWA will provide an on-site representative to observe abatement and direct the abatement subcontractor throughout abatement field activities.
- KSWA assumes that building security services will be provided by the owner.

- KSWA assumes that all abatement field activities can be completed during normal business hours (8 AM – 5 PM, Monday – Friday). No weekend or premium labor is included in this cost estimate. KSWA assumes that the desired project schedule will not require weekend or premium labor to complete.
- This proposal includes abatement of the materials listed. In the event that additional materials are identified during abatement, additional costs may be incurred.
- Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on, or below or around this site. Other than as explicitly stated and defined above, our scope of services does not include any other assessment of or for hazardous materials.

## SCHEDULE

KSWA recommends a project schedule of eight (8) weeks to complete this project, including 18 working days for the abatement field activities. KSWA's project schedule would begin after receipt of written notice to proceed from CDM Smith, Inc.

## FEE AND BILLING INFORMATION

We recommend a budget of \$59,879.50 for completing these above referenced abatement services. We propose to provide these services on a time and materials basis for the specified tracts. The project fee will be invoiced monthly basis. This fee will not be exceeded without a change in scope of services and prior authorization by the client. Our fee covers the activity required to present our findings in report form. A detailed cost breakdown is included as **Attachment 1**.

## AUTHORIZATION INSTRUCTIONS

To authorize us to proceed with these services, please provide a CDM Smith, Inc. subcontractor agreement or addendum for the above referenced services for KSWA's review and signature by both KSWA and CDM Smith, Inc. A fully executed subcontractor agreement will be needed to authorize us to proceed. This proposal is valid for 60 days from the proposal date.

Thank you for the opportunity to present a follow-up proposal for abatement services for these tracts. We look forward to continuing to work with you on this project. Please contact us if you have any questions about this proposal.

Sincerely,

**K. S. Ware and Associates, LLC**



Kollan Spradlin, PE  
Project Engineer



Gregory W. Brubaker, PE  
Principal

Attachments: Attachment A - KSWA Cost Estimate  
Attachment B - Abatement Subcontractor Request for Quote  
Attachment C - Abatement Subcontractor Cost Estimate

**ATTACHMENT A**  
**KSWA Cost Estimate**

KSWA Cost Estimate for CDM Smith, Inc. for City of Spring Asbestos and Regulated Materials Abatement Services for Tracts 12, 30, 31, and 34

LABOR			PM		Mob		Field		Reporting		TOTALS	
Individual	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Hours	Total
Principal	\$ 200.00	Hours	1.00	\$ 200.00		\$ -		\$ -		\$ -	1.00	\$ 200.00
Project Manager	\$ 132.00	Hours	4.00	\$ 528.00		\$ -	1.00	\$ 132.00	2.00	\$ 264.00	7.00	\$ 924.00
Senior Project Manager	\$ 155.00	Hours	1.00	\$ 155.00		\$ -		\$ -	2.00	\$ 310.00	3.00	\$ 465.00
Senior Professional	\$ 143.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Project Professional	\$ 110.00	Hours	2.00	\$ 220.00	18.00	\$ 1,980.00	72.00	\$ 7,920.00	4.00	\$ 440.00	96.00	\$ 10,560.00
Staff Professional	\$ 105.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level IV	\$ 90.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level III	\$ 81.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Technician Level II	\$ 72.00	Hours		\$ -	18.00	\$ 1,296.00	72.00	\$ 5,184.00	16.00	\$ 1,152.00	106.00	\$ 7,632.00
Technician Level I	\$ 61.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
CADD Operator	\$ 65.00	Hours		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
Administrative Support	\$ 60.00	Hours		\$ -		\$ -		\$ -	1.00	\$ 60.00	1.00	\$ 60.00
<b>Labor Subtotal</b>			<b>8.00</b>	<b>\$ 1,103.00</b>	<b>36.00</b>	<b>\$ 3,276.00</b>	<b>145.00</b>	<b>\$ 13,236.00</b>	<b>25.00</b>	<b>\$ 2,226.00</b>	<b>214.00</b>	<b>\$ 19,841.00</b>
EXPENSES/UNIT COSTS			PM		Mob		Field		Reporting		TOTALS	
Item	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Number	Raw
Mileage	\$ 0.55	Miles		\$ -	1,170.00	\$ 643.50		\$ -		\$ -	1,170.00	\$ 643.50
Shipping	\$ 40.00	Package		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
				\$ -		\$ -		\$ -		\$ -	0.00	\$ -
				\$ -		\$ -		\$ -		\$ -	0.00	\$ -
<b>Expenses Subtotal</b>				<b>\$ -</b>		<b>\$ 643.50</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 643.50</b>
SUBCONTRACTORS			PM		Mob		Field		Reporting		TOTALS	
Item	Rate	Units	Number	Total	Number	Total	Number	Total	Number	Total	Number	Raw
Abatement subcontractor	\$ 39,395.00	Lump Sum		\$ -		\$ -	1.00	\$ 39,395.00		\$ -	1.00	\$ 39,395.00
<b>Subcontractor Subtotal</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ 39,395.00</b>		<b>\$ -</b>		<b>\$ 39,395.00</b>
<b>Labor Subtotal</b>				<b>\$ 1,103.00</b>		<b>\$ 3,276.00</b>		<b>\$ 13,236.00</b>		<b>\$ 2,226.00</b>		<b>\$ 19,841.00</b>
<b>Expense Subtotal</b>				<b>\$ -</b>		<b>\$ 643.50</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 643.50</b>
<b>Subcontractor Subtotal with markup</b>	0%			<b>\$ -</b>		<b>\$ -</b>		<b>\$ 39,395.00</b>		<b>\$ -</b>		<b>\$ 39,395.00</b>
<b>TOTAL</b>				<b>\$ 1,103.00</b>		<b>\$ 3,919.50</b>		<b>\$ 52,631.00</b>		<b>\$ 2,226.00</b>		<b>\$ 59,879.50</b>
Subcontractor Admin Profit Allowance		0.00%		\$ -		\$ -		\$ -		\$ -		\$ -
Profit		0.00%		\$ -		\$ -		\$ -		\$ -		\$ -
<b>Project Total</b>				<b>\$ 1,103.00</b>		<b>\$ 3,919.50</b>		<b>\$ 52,631.00</b>		<b>\$ 2,226.00</b>		<b>\$ 59,879.50</b>

**ATTACHMENT B**  
**Abatement Subcontractor Request for Quote**

**From:** Kollan Spradlin  
**Sent:** Monday, December 19, 2016 2:43 PM  
**To:** stanroth@lecbiz.com; aaronmurphree@lecbiz.com  
**Cc:** James Dye; mcoffey@kswarellc.com  
**Subject:** Abatement Request for Proposal  
**Attachments:** Attachments

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**ShareFile Attachments**

**Expires January 19, 2017**

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100_5540.JPG	1.5 MB
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Download Attachments

Kollan Spradlin uses ShareFile to share documents securely. [Learn More.](#)

Stan and Aaron,

I am requesting this proposal for the abatement of four tracts (12, 30, 31, and 34) to be acquired for road construction in Spring Hill, TN. Tract 12 and 34 require asbestos and regulated materials abatement while Tracts 30 and 31 require minimal regulated materials removal and proper disposal. Please see below and the attached pictures for a list of what will be required to complete the bid. Please submit a price or indicate that you are declining to bid on the project by end of business, **Wednesday December 22, 2016.**

Tract 12 (5278 Main Street – Corner of Duplex Road and Main Street):

- The refrigerant from 1 small AC/heating combo unit (looks like a window unit installed in the wall)
- Cementitious Fireplace panels upstairs – looks like cementitious siding painted and put over the fireplace opening. Detached due to destructive sampling for the most part.
- 750 sf total of ACM Brown pattern VSF and ACM brown and brown and white vsf over various ACM 9"x9" vft with NON-ACM black mastic – these are over original hardwood floors.
- Approximately 100 square feet of ACM vsf over 2 layers of VFT and ACM black mastic – on concrete
- Approximately 75 square feet over 2 layers of ACM 12" x 12" vft over a layer of 9"x9" ACM VFT and ACM mastic – on wood

- Some 12" x 12:" VFT in the upstairs closet on wood. Same as 12" x 12" VFT in bathroom. – approximately 25 sf
- Approximately 5 sf of quilt pattern vsf that is detached and laying in a laundry room
- Approximately 45 square feet of various ACM 9"x9" VFT under the stairs.
- The joint compound and ceiling texture downstairs is ACM and removal of the drywall system throughout the lower level will be required. The drywall is not original and was installed a later date.
- 90% of the exterior of the structure has 15% chrysotile siding that will require abatement. There was an addition added to the back. It does not appear to have transite siding, but it was built around the original structure and the ACM siding is found inside in some areas.
- In summary, approximately half of the downstairs is the original hardwood, 9"x9" VFT, covered by ACM VSF. A small portion of this is associated with ACM Mastic, a few tiles glued straight to wood with no layers under the stairs and in a closet upstairs. The exterior is covered in ACM siding under aluminum siding, and the drywall system throughout the downstairs will require abatement.

#### Tract 30 (2529 Duplex Road)

- 1 mercury switch thermostat, refrigerant from 1 AC unit, approximately 3 CFL bulbs
- In one shed – 14 cans of paint, 2 cans of wood finish, 1 can paint stripper
- In another shed – 1 suspected PCB containing FTL fixture with 4 FTL bulbs, 2 quarts of oil, 1 can of paint primer, 2 buckets of joint compound/window glazing
- No regulated ACM that requires abatement

#### Tract 31 (2531/2533 Duplex Road)

- 1 mercury switch thermostat, approximately 10 CFL bulbs, 2 FTL bulbs, 1 HID bulb, the refrigerant from 2 AC units, approximately 7 containers of household cleaning chemicals, approximately 5 cans of paint
- No regulated ACM that requires abatement

#### Tract 34 (2535 Duplex Road)

- Approximately 12 CFL bulbs, 2 cans of paint, 1 mercury switch thermostat, the refrigerant from 2 AC units
- Drywall system from the entirety of the house will require abatement as the joint compound is ACM. Approximately 2/3 of the walls within the house are drywall with the rest wood paneling on studs.

All refrigerant must be removed by a certified SODS technician as required by 40CFR part 82. **I will require manifests or certifications that refrigerant has been removed and properly disposed from someone such as Rapid Recovery or your own certified technicians and recycled. We will not accept venting refrigerant to atmosphere. We will require manifests that show that all bulbs and PCB containing ballasts have been removed and properly disposed of.** If needed, these can be taken to batteries + bulbs and the receipt can be used to verify that they were not improperly disposed of. We will require manifests for ACM material removed from the structures as we have in the past. Clearance and air monitoring will not be required as these are scheduled for demolition and will not be reoccupied. You will be responsible for submitting any required notices to the state including the NESHAP 10 day notification. I expect that studs with nail heads will be cleaned of joint compound or cut off and disposed of as ACM. Please plan on providing manifests for all ACM and regulated material

disposal within 2 weeks of the completion of field activities. Please submit a proposed schedule along with your price quote so that we may more accurately develop our budget for sub-contractor oversight. Feel free to call or email with questions. I know that this is a lot of information, especially for tract 12, but I would rather give you too much than too little. Unfortunately the buildings are secured and we cannot conduct a pre-bid visit with the timeline that the client has requested.

Thanks,

Kollan

**Kollan L. Spradlin, PE, CHMM**

Project Engineer

K. S. Ware and Associates, LLC

54 Lindsley Avenue, Nashville, TN 37210

P: 615.255.9702

C: 615.429.5862

[kspradlin@kswarellc.com](mailto:kspradlin@kswarellc.com)

[www.kswarellc.com](http://www.kswarellc.com)



**ATTACHMENT C**  
**Abatement Subcontractor Cost Estimate**



Thursday, December 22, 2016

Kollan Spradlin  
**K. S. Ware & Associates, LLC**  
 615-255-9702  
 615-256-5873  
 54 Lindsley Avenue  
 Nashville, TN 37210  
[kspradlin@kswarellc.com](mailto:kspradlin@kswarellc.com)

Subject: TDOT –Structures located Sprint Hill TN – K S Ware

We are pleased to submit this proposal to furnish all labor and material necessary for the Remediation at the subject locations. 1 Mobilization.

Project information:

The abatement of four tracts (12, 30, 31, and 34) to be acquired for road construction in Spring Hill, TN. Tract 12 and 34 require asbestos and regulated materials abatement while Tracts 30 and 31 require minimal regulated materials removal and proper disposal.

Tract 12 (5278 Main Street – Corner of Duplex Road and Main Street):

- The refrigerant from 1 small AC/heating combo unit (looks like a window unit installed in the wall)
- Cementitious Fireplace panels upstairs – looks like cementitious siding painted and put over the fireplace opening. Detached due to destructive sampling for the most part.
- 750 sf total of ACM Brown pattern VSF and ACM brown and brown and white vsf over various ACM 9”x9” vft with NON-ACM black mastic – these are over original hardwood floors.
- Approximately 100 square feet of ACM vsf over 2 layers of VFT and ACM black mastic – on concrete
- Approximately 75 square feet over 2 layers of ACM 12” x 12” vft over a layer of 9”x9” ACM VFT and ACM mastic – on wood
- Some 12” x 12:” VFT in the upstairs closet on wood. Same as 12” x 12” VFT in bathroom. – approximately 25 sf
- Approximately 5 sf of quilt pattern vsf that is detached and laying in a laundry room
- Approximately 45 square feet of various ACM 9”x9” VFT under the stairs.
- The joint compound and ceiling texture downstairs is ACM and removal of the drywall system throughout the lower level will be required. The drywall is not original and was installed a later date.

- 90% of the exterior of the structure has 15% chrysotile siding that will require abatement. There was an addition added to the back. It does not appear to have transite siding, but it was built around the original structure and the ACM siding is found inside in some areas.
- In summary, approximately half of the downstairs is the original hardwood, 9"x9" VFT, covered by ACM VSF. A small portion of this is associated with ACM Mastic, a few tiles glued straight to wood with no layers under the stairs and in a closet upstairs. The exterior is covered in ACM siding under aluminum siding, and the drywall system throughout the downstairs will require abatement.

Tract 30 (2529 Duplex Road)

- 1 mercury switch thermostat, refrigerant from 1 AC unit, approximately 3 CFL bulbs
- In one shed – 14 cans of paint, 2 cans of wood finish, 1 can paint stripper
- In another shed – 1 suspected PCB containing FTL fixture with 4 FTL bulbs, 2 quarts of oil, 1 can of paint primer, 2 buckets of joint compound/window glazing
- No regulated ACM that requires abatement

Tract 31 (2531/2533 Duplex Road)

- 1 mercury switch thermostat, approximately 10 CFL bulbs, 2 FTL bulbs, 1 HID bulb, the refrigerant from 2 AC units, approximately 7 containers of household cleaning chemicals, approximately 5 cans of paint
- No regulated ACM that requires abatement

Tract 34 (2535 Duplex Road)

- Approximately 12 CFL bulbs, 2 cans of paint, 1 mercury switch thermostat, the refrigerant from 2 AC units
- Drywall system from the entirety of the house will require abatement as the joint compound is ACM. Approximately 2/3 of the walls within the house are drywall with the rest wood paneling on studs.

All refrigerant must be removed by a certified SODS technician as required by 40CFR part 82. **I will require manifests or certifications that refrigerant has been removed and properly disposed from someone such as Rapid Recovery or your own certified technicians and recycled. We will not accept venting refrigerant to atmosphere. We will require manifests that show that all bulbs and PCB containing ballasts have been removed and properly disposed of.** If needed, these can be taken to batteries + bulbs and the receipt can be used to verify that they were not improperly disposed of. We will require manifests for ACM material removed from the structures as we have in the past. Clearance and air monitoring will not be required as these are scheduled for demolition and will not be reoccupied. You will be responsible for submitting any required notices to the state including the NESHAP 10 day notification. I expect that studs with nail heads will be cleaned of joint compound or cut off and disposed of as ACM. Please plan on providing manifests for all ACM and regulated material disposal within 2 weeks of the completion of field activities.

**Our Price for the Above Project is: \$ 46,670.00      16 Working Days Duration**

The above price includes all labor, material and supervision necessary for the removal, transportation and disposal of the material in accordance with state, local, federal, EPA and OSHA regulations. All closeout documentation will be provided for your file upon project completion.

If payment is not received within thirty (30) days from the date of the invoice, the undersigned agrees to pay a service charge of one and one-half percent (1½%) per month (18%) per annum on the outstanding balance. In the event the unpaid account is placed with

an attorney or collection agency for collection, the undersigned agrees to pay a reasonable attorney's fee, costs of court and any other reasonable cost of collection.

If I can be of any assistance on this project, please do not hesitate to call.

Sincerely,



Stan Roth  
Project Manager - Member  
**Lakeshore Environmental Contractors, LLC**  
5513 Eastcliff Industrial Loop  
Birmingham, AL 35210-5418  
**Office** 205-943-5711 **Fax** 205-943-8317 **Mobile** 205-288-6468 **Email** stanroth@lecbiz.com

Accepted by: \_\_\_\_\_



1411 SOUTH DICKERSON ROAD  
GOODLETTSVILLE, TN 37072  
PHONE: 615-868-9110  
FAX: 615-868-5544

December 21, 2016

K.S Ware  
54 Lindsley Avenue  
Nashville, TN 37210

**ATTN: Kollan Spradlin**

kspradlin@kswarellc.com

**Re: Spring Hill TDOT Tract Abatement**  
Tracts 12,30,31,34  
Spring Hill, TN

**First Response Environmental Group** is pleased to submit this cost proposal for asbestos abatement services at the above referenced facility. A summary of our scope of services, as we understand them, are as follows. The proposal has been prepared in accordance with the verbal direction of Kollan Spradlin.

**1. Scope of Work**

**1.1) Asbestos Abatement**

- NESHAP notification
- Removal of ACM materials described in the attached document
- Disposal of ACM materials at Middlepoint Landfill in Murfreesboro
- Removal and disposal of hazardous materials described in the attached document
- Manifests to be provided once disposed

The fee for the aforementioned services is **\$39,395.00 (Thirty-Nine Thousand Three Hundred Ninety-Five Dollars and Zero Cents)**.

**1.4) General**

- Our pricing for this project is good for 60 days.
- Includes one mobilization and the work is to be continuous and unimpeded until our Scope of Work is complete.
- OSHA sampling is included
- FREG is not responsible for any shoring of structures.
- Work will stop if unforeseen unsafe working conditions are encountered without penalty to FREG.
- Security of the building is the responsibility of the owner.
- A P&P Bond is not included in this proposal (if required add 2.00% to amount).
- Price does not include third party sampling.
- If site conditions change between the date the proposal was written and the date of mobilization, a revised proposal with the additional work will be submitted.

- Work is to be performed during normal business hours, 8am – 5pm, Monday thru Friday.
- Power and water supply shall be made safe before FREG begins any work.

**2.0) Procedures:**

**2.1) Mobilization:** The mobilization phase will commence upon receipt of a Notice to Proceed. Mobilization includes:

**2.1.1) Staging of Supplies:** Supplies schedules will be coordinated with the contractor's representative and staged in a neat and orderly manner on site as they are delivered.

**2.2) Preparation:** The perimeter of the building must be blocked and/or permitted of closure for demolition.

**2.3) Demolition:** Removal of items will be performed in a controlled and safe manner.

**2.6) Visual Inspection:** Following cleaning, a visual inspection will be made by a FREG representative and the owner's representative.

**2.7) Transportation and Disposal:**

**2.7.1) Waste:** All waste will be placed into a 30 CY dumpster to be disposed of by FREG.

**3.0) Schedule:** Work will proceed after an agreed date after FREG receives the Notice to Proceed.

**4.0) Health and Safety:** FREG employs a full time Director of Health and Safety who is responsible for developing, implementing and enforcing our quality assurance program.

**5.0) Insurance and Bonding:** FREG carries standard General Liability Insurance in the amount of \$1 million per occurrence, \$1 million general aggregate and a \$10 million umbrella with Lockton insurance, Best Rated A++15. Bonds can be provided at owner's account.

**6.0) Terms and Conditions:**

**6.1) General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and condition

**6.1.1)** FREG intends to use this form as an Exhibit in the contract. It is to inform the owner of FREG's understanding of the Scope of Work. If the scope is incorrect, it will be the contractor/owner's responsibility to redefine and correct the Scope of Work to FREG in writing so a new proposal can be resubmitted prior to signing the contract.

**6.1.2)** Work will not commence unless an executed contract and a subsequent Notice to Proceed is in FREG's possession.

**6.1.3)** If no contract is submitted by the contractor/owner, this signed proposal shall be the binding contract.

**6.2) Terms of Payment:** Billing will be submitted on the last day of the month or at the completion of the project described. Payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

**6.3) Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's

work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not appraised prior to starting the work, an hourly fee will be charged.

- 6.4) **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (example; damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.
- 6.5) **Environmental Conditions:** If the debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting, the Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.
- 6.6) **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.
- 6.7) **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.
- 6.8) **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
- 6.9) **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.
- 6.10) **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or

change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back up documentation will be provided.

**6.11) Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

**6.12) Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. "FREG" shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

**6.12.1) Enforcement & Attorney's Fees:** The parties stipulate and agree that the Chancery Courts of Davidson County, Tennessee, shall have proper and exclusive jurisdiction and venue over any suits that may arise out of this Agreement or any work undertaken hereunder. In the event legal action is initiated to determine or enforce a party's rights or responsibilities hereunder or under any Work Order issued pursuant hereto, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in the prosecution or defense of a claim, including staff time at current billing rates, court costs, attorney's fees and other claim related expenses.

**6.13) NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

**7.0 Equal Opportunity Employer:** First Response Environmental Group is an Equal Opportunity Employer.

**7.1)** Where applicable, 41 CFR 60-1.4(a), 41 CFR 60-741.5 and 41CFR 60-250.4 are incorporated herein by reference.

**7.2)** The terms of this purchase order incorporate by reference the contract clauses contained in 41 CFR Section 60-1.4 (Executive Order 11246), 41CFR Section 60-250.4 (Vietnam Era Veterans Readjustment Assistance Act), 41 CFR Section 60-741.5(Rehabilitation Act), and 29 CFR Section 470.2 Executive Order 13201).

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (615) 715-6775. FREG will proceed with this work upon your written contract.

Respectfully Submitted,  
**First Response Environmental Group**

**Josh Eldridge**  
General Manager  
Demolition & Abatement Division

**ACCEPTANCE:** The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. **First Response Environmental Group** is authorized to proceed with the work as specified.

**Accepted By:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company/Property Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representative/Title

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100_5817.JPG	1.1 MB
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Download Attachments

Kollan Spradlin uses ShareFile to share documents securely. [Learn More.](#)

Josh and Chris,

I am requesting this proposal for the abatement of four tracts (12, 30, 31, and 34) to be acquired for road construction in Spring Hill, TN. Tract 12 and 34 require asbestos and regulated materials abatement while Tracts 30 and 31 require minimal regulated materials removal and proper disposal. Please see below and the attached pictures for a list of what will be required to complete the bid. Please submit a price or indicate that you are declining to bid on the project by end of business, **Wednesday December 22, 2016.**

Tract 12 (5278 Main Street – Corner of Duplex Road and Main Street):

- The refrigerant from 1 small AC/heating combo unit (looks like a window unit installed in the wall)
- Cementitious Fireplace panels upstairs – looks like cementitious siding painted and put over the fireplace opening. Detached due to destructive sampling for the most part.
- 750 sf total of ACM Brown pattern VSF and ACM brown and brown and white vsf over various ACM 9"x9" vft with NON-ACM black mastic – these are over original hardwood floors.
- Approximately 100 square feet of ACM vsf over 2 layers of VFT and ACM black mastic – on concrete
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- In summary, approximately half of the downstairs is the original hardwood, 9"x9" VFT, covered by ACM VSF. A small portion of this is associated with ACM Mastic, a few tiles glued straight to wood with no layers under the stairs and in a closet upstairs. The exterior is covered in ACM siding under aluminum siding, and the drywall system throughout the downstairs will require abatement.

Tract 30 (2529 Duplex Road)

- 1 mercury switch thermostat, refrigerant from 1 AC unit, approximately 3 CFL bulbs
- In one shed – 14 cans of paint, 2 cans of wood finish, 1 can paint stripper
- In another shed – 1 suspected PCB containing FTL fixture with 4 FTL bulbs, 2 quarts of oil, 1 can of paint primer, 2 buckets of joint compound/window glazing
- No regulated ACM that requires abatement

Tract 31 (2531/2533 Duplex Road)

- 1 mercury switch thermostat, approximately 10 CFL bulbs, 2 FTL bulbs, 1 HID bulb, the refrigerant from 2 AC units, approximately 7 containers of household cleaning chemicals, approximately 5 cans of paint
- No regulated ACM that requires abatement

Tract 34 ( 2535 Duplex Road)

- Approximately 12 CFL bulbs, 2 cans of paint, 1 mercury switch thermostat, the refrigerant from 2 AC units
- Drywall system from the entirety of the house will require abatement as the joint compound is ACM. Approximately 2/3 of the walls within the house are drywall with the rest wood paneling on studs.

All refrigerant must be removed by a certified SODS technician as required by 40CFR part 82. **I will require manifests or certifications that refrigerant has been removed and properly disposed from someone such as Rapid Recovery or your own certified technicians and recycled. We will not accept venting refrigerant to atmosphere. We will require manifests that show that all bulbs and PCB containing ballasts have been removed and properly disposed of.** If needed, these can be taken to batteries + bulbs and the receipt can be used to verify that they were properly disposed. We will require manifests for ACM material removed from the structures as we have in the past. Clearance and air monitoring will not be required as these are scheduled for demolition and will not be reoccupied. You will be responsible for submitting any required notices to the state including the NESHAP 10 day notification. I expect that studs with nail heads will be cleaned of joint compound or cut off and disposed of as ACM. Please plan on providing manifests for all ACM and regulated material disposal within 2 weeks of the completion of field activities. Please submit a proposed schedule along with your price quote so that we may more accurately develop our budget for sub-contractor oversight. Feel free to call or email with questions. I know that this is a lot of information, especially for tract 12, but I would rather give you too much than too little. Unfortunately the buildings are secured and we cannot conduct a pre-bid visit with the timeline that the client has requested.

Thanks,

Kollan

**Kollan L. Spradlin, PE, CHMM**  
 Project Engineer  
 K. S. Ware and Associates, LLC  
 54 Lindsley Avenue, Nashville, TN 37210  
 P: 615.255.9702  
 C: 615.429.5862  
[kspradlin@kswarellc.com](mailto:kspradlin@kswarellc.com)  
[www.kswarellc.com](http://www.kswarellc.com)



# Randy Button & Associates, Inc.

Real Estate Appraisers & Consultants

December 6<sup>th</sup>, 2016

Brandie C. Cookston, PE, CPESC, CPSWQ  
Project Manager  
CDM Smith  
210 25<sup>th</sup> Avenue North, Suite 1102  
Nashville, TN 37203

Re: ROW Appraisal & Acquisition 4<sup>th</sup> Supplemental Budget Request  
Spring Hill - Duplex Road Project

Dear Ms. Cookston:

As requested, I have prepared the following fee estimate for the completion of work associated with the Spring Hill – Duplex Road project that exceeds the original scope and the first two supplemental request.

My additional fee proposal is as follows:

Supplemental for Appraisal Services	=	\$ 35,450.00
Supplemental for Negotiation Services	=	5,700.00
Additional Appraisal Services Projected	=	5,500.00
Additional Negotiation Services Projected	=	4,000.00
Additional Miscellaneous	=	<u>0.00</u>
<b>Total for Additional Tracts</b>	=	<b>\$ 50,650.00</b>

Enclosed with this Letter of Proposal for Supplement 4. Supplemental Services are services that are known to have affected the scope of work for the project. This includes previous changes to the plans, work associated with new property owners, the addition of Tract 155, and additional negotiation services associated of the original scope of work. Additional Service Projected is an estimate for the completion of up to 5 appraisal services and 5 property negotiation services, to ownership changes for existing tracts.

Thanks for the opportunity to provide this service and don't hesitate to contact me if further information is needed.

Respectively Submitted,



Randy Button, MAI, SRA, AI-GRS  
State Certified General Real Estate Appraiser CG-3

223 Rosa Parks Avenue, #402

Nashville, Tennessee 37203

Phone: (615) 324-6081

Brenda R. Lehman  
Attorney At Law

November 28, 2016

Ms. Brandie Cookston  
Project Manager  
CDM Smith  
210 25<sup>th</sup> Avenue North, Suite 1102  
Nashville, TN 37203

RE: Proposal for Title Search and Closing Services for Additional 50 tracts Right of Way Acquisition for Duplex Road (State Route 247), Spring Hill, Williamson/Maury County, TN

Dear Ms. Cookston,

We appreciate the opportunity to work with your office in reference to the above referenced Right-of-Way acquisition for the City of Spring Hill.

Per our prior correspondence it is our understanding that the fees for services will be as follows:

- \$225.00 per tract for title search\*\* x 50 tracts = \$11,250.00; For the Title Search, and/or any Title Updates.
- \$575.00 per tract for closing services x 50 tracts = \$28,750.00 for Closing Fee and disbursement of Funds.
- \$500.00 per tract for Expenses x 50 tracts = \$25,000.00 for Document preparation, courier fees, electronic delivery fees, Release tracking fees, telephone calls, faxes and emails, copies, notary fees, travel.
- Total Proposal for additional 50 tracts = \$65,000.00

In addition, all direct expenses such as recording fees and application/processing fees will be paid out of the \$500 sent with each closing check from City of Spring Hill. In the event that the costs exceed \$500 per tract then the additional costs will be billed directly to CDM Smith. These fees could include Lender Application/Processing fees and Lender Appraisal fees.

These fees are based upon the understanding that your office will be obtaining certification on the prior title work and providing it to our office.

As we have discussed some tracts could be more difficult to close than others and we retain the right to inform you of the difficulty and bill accordingly.

Title Insurance, if needed on any tract, will be charged based on underwriter rates that are filed with Tennessee Department of Commerce and insurance and fees will be reflected on settlement statement in addition to expenses.

Please note Legal Services/Attorney Fees are not part of this bid and a separate retainer would be required with services to be billed at a separate hourly rate.

We have over 30 years of experience providing title and closing services in Tennessee and we look forward to continuing work with your office.

Sincerely,



Brenda R. Lehman  
Attorney At Law

1828 Barnstaple Lane • Brentwood, TN 37027 • Phone (615) 426-7295 • Email: [Brenda@BRLehmanLaw.com](mailto:Brenda@BRLehmanLaw.com)

NANCY KING CRAWFORD  
ATTORNEY AT LAW  
1929 21ST AVENUE SOUTH  
NASHVILLE, TENNESSEE 37212-3801

(615) 292-2331  
nk Crawford@crawfordls.com

FAX (615) 383-9871

December 2, 2016

Letter revising my letter dated December 1, 2016

Brandie C. Cookston  
CDM Smith  
210 25th Avenue North  
Suite 1102  
Nashville, TN 37203

Re: Contract and Supplemental Contract Cap – State Route 247 (Duplex Road) Williamson/Maury  
County, TN, 100 Tracts

Dear Ms. Cookston:

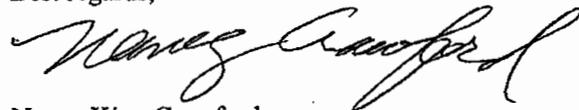
We have previously submitted proposals for initial Contract and supplements which set forth our base closing fee per tract. The base fee is \$800.00; Title search - \$225.00; Warranty Deed/Easement document preparation - \$75.00; and Closing fee - \$500.00. In addition to the base fees we indicated that there can be additional fees due to tract encumbrances which must be released. We noted that resolution of those encumbrances would result in additional charges.

You have requested a Contract cap which would cover our base fees and projected additional services. Our Contract cap for the 100 tracts is \$188,815.00. So far we have closed on 32 tracts for which we have billed CDM Smith \$39,215.00. The projected cap for the remaining 68 tracts is \$149,600.00 which allows for the base fee of \$800.00 plus \$1,400.00 in possible encumbrance resolution. The total Contract cap is \$39,215.00 + \$149,600.00 for \$188,815.00.

This does not include the direct expenses which are reimbursed at actual costs. The City of Spring Hill requested that we add \$500.00 to the acquisition consideration so the accounting on direct expenses is coordinated through the City and not billed to CDM Smith.

Thank you for the opportunity to be of service

Best regards,



Nancy King Crawford

**ADDENDUM NO. 5 TO PROFESSIONAL SERVICES AGREEMENT**

This agreement made as of \_\_\_\_\_ between the City of Spring Hill (**City**) and CDM Smith Inc. (**Consultant**) shall amend the previous agreement entered into between the **City** and **CDM Smith** (former legal name **Wilbur Smith Associates**) as executed on **June 15, 2009** as relates to the performance of professional services for the assignment described as follows:

Project: **Environmental and Engineering Services for State Route 247/Duplex Road**

Location: **Spring Hill, Tennessee**

**I. PROFESSIONAL SERVICES:**

A. **Consultant** will provide **additional services** related to the engineering design and right of way acquisition services outlined in **Exhibit A** Scope of Services.

**II. COMPENSATION:**

A. For additional services **Consultant** shall be compensated a lump sum amount of **\$469,900** as summarized in **Exhibit B** Payments to Consultant.

- o As a result of this addendum the total amended lump sum contract amount for services to be provided by **Consultant** is hereby increased to **\$3,987,756.92**

**III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions as contained in the original agreement executed on **June 15, 2009**.

**City of Spring Hill**

**CDM Smith Inc.**

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

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

Title: Mayor

Title: Client Service Leader/Associate

199 Town Center Parkway

Address: P.O. Box 789

Address: 210 25th Avenue North, Suite 1102

Spring Hill, TN 37174

Nashville, TN 37203

**RESOLUTION 17-07**

**TO APPROVE FUNDING REQUEST #3 FOR LAND ACQUISITION PURCHASES FOR TRACTS OF THE DUPLEX ROAD WIDENING PROJECT**

**WHEREAS**, the City of Spring Hill is in the process of widening Duplex Road; and

**WHEREAS**, in order to complete the project, the City must acquire land in the form of right-of-ways and easements from property owners along Duplex Road; and

**WHEREAS**, the City is working with Tennessee Department of Transportation on this project, known as State Project Number 60LPLM-F2-019 and Federal Project Number STP-M-247(9).

**NOW THEREFORE, BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen authorizes additional funding request #3 for land acquisition purchases not to exceed \$500,000.00 for tracts of the Duplex Road widening project.

Passed and adopted this 17<sup>th</sup> day of January, 2017.

---

Rick Graham, Mayor

ATTEST:

---

April Goad, City Recorder

LEGAL FORM APPROVED:

---

Patrick Carter, City Attorney

**SUBJECT:** Resolution to approve additional funding for Duplex Road land acquisition purchases (request #3)

**DATE:** December 30, 2016

**ATTENTION:** Board of Mayor and Aldermen

**STAFF:** Missy Stahl, Project Manager



---

## **STAFF MEMORANDUM**

City staff would like for the Board of Mayor and Aldermen to pass an additional resolution to approve funding request #3 in the amount of \$500,000 for Duplex Road land acquisition purchases. The funding approved in previous resolutions has been allocated to tracts with signed agreements. As before, I will keep a running balance of funds available as signed contracts come in from the negotiators.

As the balance of these approved funds is drawn down and nears the threshold, I will present another resolution for consideration to the BOMA for additional funding.

# PREVIOUS BUSINESS

**RESOLUTION 16-175**

**A RESOLUTION TO APPROVE AN AGREEMENT FOR WATER SERVICES  
BETWEEN THE CITY OF SPRING HILL, TENNESSEE,  
AND COLUMBIA POWER AND WATER SYSTEMS**

**WHEREAS**, the City of Spring Hill, Tennessee (“City”) desires to enter into a Water Services Agreement with Columbia Power and Water Systems (“CPWS”) (a copy of which is attached hereto); and

**WHEREAS**, it is deemed in the public’s best interest for the City to enter into said Water Services Agreement with CPWS to provide the water services recited therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute the herein-referenced Water Services Agreement on behalf of the City, public interest demanding it.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 17<sup>th</sup> day of January, 2017.**

---

Rick Graham, Mayor

ATTEST:

---

April Goad, City Recorder

LEGAL FORM APPROVED:

---

Patrick M. Carter, City Attorney

**AGREEMENT FOR WATER SERVICES**  
**BY AND BETWEEN THE CITY OF SPRING HILL**  
**AND THE COLUMBIA POWER & WATER SYSTEMS**

This Agreement is made and entered into this \_\_\_\_\_, 2016, by and between the Columbia Power & Water Systems operated by the Board of Public Utilities of the City of Columbia, hereinafter referred to as "CPWS," and the City of Spring Hill, Tennessee, a municipal corporation hereinafter referred to as "Spring Hill."

WHEREAS, CPWS owns and operates a water treatment facility and water distribution system pursuant to State of Tennessee statute and City of Columbia Ordinance; and

WHEREAS, CPWS desires to be a good neighbor to adjacent water systems and act in a manner that supports the Safe Drinking Water Act of Tennessee; and

WHEREAS, CPWS and Spring Hill first entered into a water purchase agreement on August 12, 1969; and

WHEREAS, the last water purchase agreement between CPWS and Spring Hill dated October 10, 1994, provided Spring Hill with as much as two million eight hundred and eighty thousand (2,880,000) gallons per day at a maximum peak flow rate of two thousand (2,000) gallons per minute; and

WHEREAS, the last water purchase agreement between CPWS and Spring Hill expired on August 31, 2004, after the 2003 construction of Spring Hill's water treatment plant; and

WHEREAS, Spring Hill's increasing water demands are projected to rise above the current supply capacity of the Spring Hill water treatment plant; and during periods of peak demand and in emergency circumstances, the public health and well-being could be threatened as a result of Spring Hill being unable to adequately supply its customers with drinking water and/or fire protection demands; and

WHEREAS, it is CPWS's intention to use revenues received through this Agreement to fund water supply and water treatment improvements that benefit both parties.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Agreement to Supply Water.
  - A. CPWS will continue to maintain, at its expense, existing water treatment, distribution, and metering facilities; whereby, CPWS can provide a limited supply of water to Spring Hill.
  - B. CPWS shall provide potable water to Spring Hill at a maximum daily flow rate not to exceed two million eight hundred eighty thousand (2,880,000) gallons in any twenty-

four (24) hour period, at an instantaneous peak flow rate not to exceed two thousand (2,000) gallons per minute, maintaining a minimum delivery residential pressure of twenty (20) pounds per square inch at the point of connection near the Spring Hill municipal boundary on Nashville Highway.

C. It is agreed that CPWS will reserve capacity and capabilities to meet the water supply identified in this Agreement throughout the term of the Agreement. Spring Hill shall be required to enter into negotiations with CPWS for additional water capacity should Spring Hill exceed the contracted capacity defined in Section 2.

D. Abnormally high water usage due to unforeseen circumstances will be allowed up to four (4) events per year without cause for renegotiation of the contract, reset of capacity requirements and resulting costs. An event shall be no longer than forty-eight (48) hours in duration. Spring Hill shall document the cause of such events to CPWS within one (1) month of occurrence and include a plan for corrective action.

E. CPWS will at all times operate and maintain its water system in an efficient manner in compliance with all applicable state and federal laws, rules and regulations and will take such action as may be necessary to furnish Spring Hill with water as set forth in this Agreement. Temporary or partial failure to deliver water will be remedied with all possible dispatch. CPWS shall not be liable for interruption of service. In the event of an extended shortage of water, or the supply of water available to/from CPWS is diminished over an extended period of time, CPWS shall have the right to curtail the water supply to Spring Hill at the same extent (pro-rata) that the supply is curtailed to other customers of CPWS.

## 2. Purchase Price.

A. Spring Hill agrees to pay CPWS for potable water at its established rates as recommended by the City of Columbia Board of Public Utilities and set by the Columbia City Council for wholesale water sales (i.e. Sales for Resale). All water sales will be subject to CPWS rules and regulations and all state and federal rules and regulations. The rules and regulations may be revised from time to time by CPWS and the revised rate as set by the Columbia City Council will become effective on the same date it becomes applicable to all CPWS's customers. Furthermore, CPWS's source of water is the Duck River and Spring Hill is located within the Duck River watershed; therefore, Spring Hill agrees to collect the current Duck River Amortization Charge from its customers and remit the charge to the Duck River Development Agency per current policies and procedures utilized by the City of Spring Hill.

B. Spring Hill will pay a minimum delivery charge equal to the sum of the current customer charge assessed to industrial customers outside the City of Columbia, plus seventeen and one-half (17.5%) percent (this percentage correlates to Three Hundred Fifty Thousand (350,000) gallons within a twenty-four (24) hour period) of the maximum daily flow rate provided in this Agreement. This minimum delivery charge shall be paid even if no water is purchased by Spring Hill within a given month. Failure by Spring Hill to promptly pay any and

all of the charges provided for in this Agreement will be considered a material breach and may result in CPWS terminating the Agreement.

3. Indemnification.

A. CPWS shall be responsible for and shall indemnify and hold Spring Hill harmless from and against any and all claims, demands, actions and judgments lodged or asserted, including death, arising out of or in connection with any acts of CPWS, its agents or employees in the operation and/or maintenance of the facilities under the control of CPWS while this Agreement is in effect, except those resulting from the sole and proven negligence of Spring Hill or its agents or employees.

B. Spring Hill shall be responsible for and shall indemnify and hold CPWS harmless from and against any and all claims, demands, actions and judgments lodged, asserted or recovered by others, for loss, damages, or injury to person or property, including death, arising out of or in connection with any acts of Spring Hill, its agents or employees in the operation and/or maintenance of the facilities under the control of Spring Hill while this Agreement is in effect, except those resulting from the sole and proven negligence of CPWS or its agents or employees.

4. Term. The term of this Agreement shall be for two (2) years from the date first above written. The Agreement shall be automatically renewed thereafter on a year-to-year basis for up to five (5) additional years unless canceled by either party with at least ninety (90) days' prior written notice.

5. Force Majeure. CPWS shall exercise diligence in the operation and maintenance of its equipment and facilities so as to furnish Spring Hill continuous water service during the requested periods, consistent with the type and level of service specified herein. Neither party shall be liable for damages, breach of contract, or otherwise by reason of the failure, suspension, diminution or other variance in water services as the result of injunction, fire, strike, riot, explosions, flood, accident, curtailment, interruption, failure or depletion of CPWS's water supply, failure or breakdown of equipment or facilities, acts of God, or other acts or conditions beyond the control of CPWS or Spring Hill, respectively. Furthermore, neither party shall be liable for damages resulting from interruption of service, when such interruptions are necessary to make repairs, changes or adjustments in equipment and facilities.

6. Dispute Resolution.

A. If Spring Hill and CPWS are unable to agree on any issue or any other question arising under this Agreement, it is agreed that prior to instituting suit against the other party, both parties shall seek a binding arbitration of such disputed issues or questions which shall be referred to a determination of three (3) arbitrators: one appointed by CPWS, a second appointed by Spring Hill, and the third chosen by the two arbitrators so chosen. Only parties qualified as professionals in the matter of controversy will be appointed as arbitrators. The party desiring such arbitration shall give written notice to the other party and in such notice shall name an arbitrator. The arbitrator to be appointed by the other party shall be named in written notice to the party

requesting such arbitration within thirty (30) days after receipt of such notice of arbitration. The third arbitrator shall, within fifteen (15) days of appointment of the second arbitrator, be selected by the two arbitrators previously appointed. If one of said parties shall have failed to appoint an arbitrator within the time provided herein, it is expressly understood and agreed that the one arbitrator who has been appointed shall be the sole arbitrator and shall arbitrate the question alone. If arbitrators shall have been appointed by the respective parties and shall have failed to select the third arbitrator within the time provided herein, the third arbitrator shall be appointed by agreement of the parties or by the Clerk and Master of the Chancery Court of Maury County, Tennessee, upon application therefor filed by either of said parties to the arbitration. If the Clerk and Master is unwilling or unable to appoint the third arbitrator, either party may file a petition with the Chancery Court of Maury County, Tennessee, for the appointment of such arbitrator.

B. The determination of the arbitrator(s) shall be submitted to CPWS and to Spring Hill with findings of fact, conclusions of law, and citation of supporting data. A dissenting view may be filed by any arbitrator.

C. The final determination by the arbitrators shall be effective as of the date on which the disputed action was originally proposed to go into effect. A copy of the final determination shall become and shall be made part of this Agreement and both parties hereto shall be subject to the directives and conditions of the determination.

D. It is the intent of both CPWS and Spring Hill that only issues of significant economic and operational importance be resolved through arbitration, and that arbitration be considered a last resort following other attempts to resolve through negotiations, use of independent experts and consultants, mediation, or other means at the disposal of each of the parties.

E. It is the intent of both CPWS and Spring Hill that issues related to the rate making and rate setting authority of CPWS and the City of Columbia are not subject to arbitration procedures in this section.

7. General Conditions. Water supplied by CPWS to Spring Hill shall be solely used for service to end-use customers by Spring Hill, except as hereinafter provided. The term "end-use customers" shall mean customers that consume water for domestic, commercial or industrial purposes, and specifically excludes customers that resell water to other end-use customers or to other distributors of water. If Spring Hill sells water purchased from CPWS to a non-end-use customer other than to Hillsboro, Burwood and Thompson's Station (H.B.T. & S.) Utility District or the Maury County Water System pursuant to existing agreements, the terms of which have been fully divulged to CPWS, then CPWS shall have the right to terminate this Agreement upon providing written notice to Spring Hill.

8. Compliance with Laws.

A. CPWS hereby represents by its execution of this Agreement that CPWS has in all respects complied with city ordinances, federal and state laws and regulations in the making

and execution of this Agreement, and further represents by its execution of this Agreement that it has the lawful authority and financial, administrative, and technical capability to maintain and operate the described water service facilities at the described locations, to furnish adequate water services through such facilities to Spring Hill and to perform all of its obligations set forth hereunder.

B. Spring Hill hereby represents by its execution of this Agreement that Spring Hill has in all respects complied with city ordinances, federal and state laws and regulations in the making and execution of this Agreement, and further represents by its execution of this Agreement that it has the lawful authority and financial, administrative, and technical capability to maintain the described water service facilities to receive water under this Agreement.

C. During the term of this Agreement, CPWS and Spring Hill agree to comply with the Regional Drought Water Shortage Management Plan, as approved by the Duck River Development Agency and as it may be amended from time to time.

9. Prior Agreements. This Agreement, upon taking effect, shall terminate, supersede, and cancel any and all previous agreements between CPWS and Spring Hill, relative to the purchase and sale of water services covered by this Agreement.

10. Capital Improvements to Provide Adequate Water Supply Through 2040.

A. CPWS agrees to establish a special revenue account for sales received from the Spring Hill. The monies deposited in the special revenue account shall be considered Spring Hill's financial participation in the recommended design, easement/ROW acquisition, and construction of CPWS improvements as depicted in the attached exhibit from the Duck River Agency Long Term Water Supply Plan. The CPWS improvements as shown are construction of an 18 MGD water intake at Williamsport, a proposed 30-inch raw water main from the Williamsport Intake to the existing CPWS water treatment plant, a new 4 MGD water treatment plant in North Columbia, and a proposed 30-inch raw water main from the new 4 MGD water treatment plant to the existing CPWS water treatment plant.

B. The City of Spring Hill shall be responsible for expanding capacity of its existing water treatment plant to larger, approximate 10 MGD, capacity and constructing a new intake and raw water pipeline and/or upgrading its existing facilities to deliver water to the plant, if approved by the Tennessee Department of Environment and Conservation ("TDEC").

C. Both CPWS and Spring Hill agree to work together in jointly submitting a permit application to TDEC based on the attached exhibit with support from the Duck River Agency. In the event that TDEC does not approve the joint permit application, the monies in the special revenue account shall be dedicated to projects in a revised plan agreed to by both CPWS and Spring Hill.

11. Approval. It is understood that this Agreement shall be approved by the Board of Public Utilities of the City of Columbia and the Board of Mayor and Aldermen of the City of Spring Hill.

12. Notice. The parties hereto agree that whatever notice to the other party is required by the terms of this Agreement, such notice shall be in writing and sent by certified mail, return receipt requested, addressed to the appropriate agent of the other party.

If to CPWS:            Executive Director  
                             Columbia Power & Water Systems  
                             P. O. Box 379  
                             Columbia, TN 38402-0379

Copy to:                Daniel Murphy, Esq., Attorney for the Board of Public Utilities  
                             Fleming, Flynn & Murphy, P.C.  
                             207 W. Eighth Street  
                             P.O. Box 90  
                             Columbia, TN 38402-0090

If to Spring Hill:    City Administrator  
                             City of Spring Hill  
                             P.O. Box 789  
                             Spring Hill, TN 37174-0789

Copy to:                Patrick M. Carter, Esq., City Attorney  
                             Tisher, Wolaver, Free, Carter & Lynn, PLLC  
                             809 South Main Street  
                             P.O. Box 1431  
                             Columbia, TN 38402-1431

13. Venue and Jurisdiction. It is mutually agreed, for all purposes, that this Agreement shall be deemed to have been executed in Maury County, Tennessee, and shall be controlled by and interpreted under Tennessee law as applicable.

14. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

15. Headings and References. The headings in this Agreement are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names on the date and year above written.

**COLUMBIA POWER & WATER SYSTEMS**

By: \_\_\_\_\_  
John R. Collier, Chairman  
Board of Public Utilities

By: \_\_\_\_\_  
Wes Kelley, Executive Director  
Columbia Power & Water Systems

**CITY OF SPRING HILL, TENNESSEE**

By: \_\_\_\_\_  
Rick Graham, Mayor

By: \_\_\_\_\_  
April Goad, City Recorder

Form Approved By:

\_\_\_\_\_  
Daniel L. Murphy  
Attorney for the Board of Public Utilities

\_\_\_\_\_  
Patrick Carter  
Attorney for City of Spring Hill, Tennessee

# **NEW BUSINESS**

## **ORDINANCE 17-02**

### **AN ORDINANCE TO AMEND THE PERSONNEL POLICY FOR EMPLOYEES OF THE CITY OF SPRING HILL, TENNESSEE, PERTAINING TO NEPOTISM**

**WHEREAS**, the Board of Mayor and Aldermen, pursuant to Ordinance 11-02 enacted and adopted a Personnel Policy for the employees of the City of Spring Hill; and

**WHEREAS**, the Board of Mayor and Aldermen desires to delete the current Nepotism section of the Personnel Policy and replace it.

**NOW, THEREFORE, BE IT BE ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN**, that the Nepotism section of the Personnel Policy be replaced as follows:

No immediate relative of an active employee will be promoted or transferred where he or she will supervise or be supervised by other members of his or her immediate family. This prohibition includes any level of supervision, either direct or indirect. Employees who marry or otherwise become immediate relatives while employed by the City may continue employment as long as there is no level of supervision between the immediate relatives. If a supervisory relationship exists between immediate relatives, one relative must immediately seek transfer to a vacant position. If within 180 days of the qualifying event, no vacant positions are available which the transferring employee is qualified to perform, the relatives will determine which employee shall resign their employment. If no decision is made by the involved employees, the City Administrator shall determine which employee will be discharged. For purposes of this policy, "immediate relatives" shall include a spouse, parent, child, sibling, stepchild, stepparent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and/or brother-in-law.

This policy does not apply to "immediate relatives" who already are employed by the City as of the initial effective date of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy. The Board of Mayor and Aldermen may make exceptions to this policy in rare circumstances.

**BE IT FURTHER ORDAINED**, that all Ordinances in conflict herewith be, and the same hereby are, repealed. If any section, phrase, sentence or portion of this Ordinance is held invalid or unconstitutional, same shall not affect the validity of the remaining portions hereof.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on this 16<sup>th</sup> day of February, 2017.

\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

Passed on First Reading: (on agenda January 17, 2017)

Passed on Second Reading:

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

**RESOLUTION 17-08**

**A RESOLUTION TO ACCEPT DONATION OF 24.63 ACRES LOCATED  
SOUTH OF RUTHERFORD CREEK**

**WHEREAS**, Crestwood Partners LLC currently holds title to 24.63 acres of land located just south of Rutherford Creek; and

**WHEREAS**, said property is more fully described in Exhibit 1; and

**WHEREAS**, the City of Spring Hill wishes to accept the donation of said property from Crestwood Partners LLC.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, accepts the land described in Exhibit 1 as a donation to the City of Spring Hill, which shall be conveyed by Quitclaim Deed or other suitable instruments.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of January, 2017.

---

Rick Graham, Mayor

ATTEST:

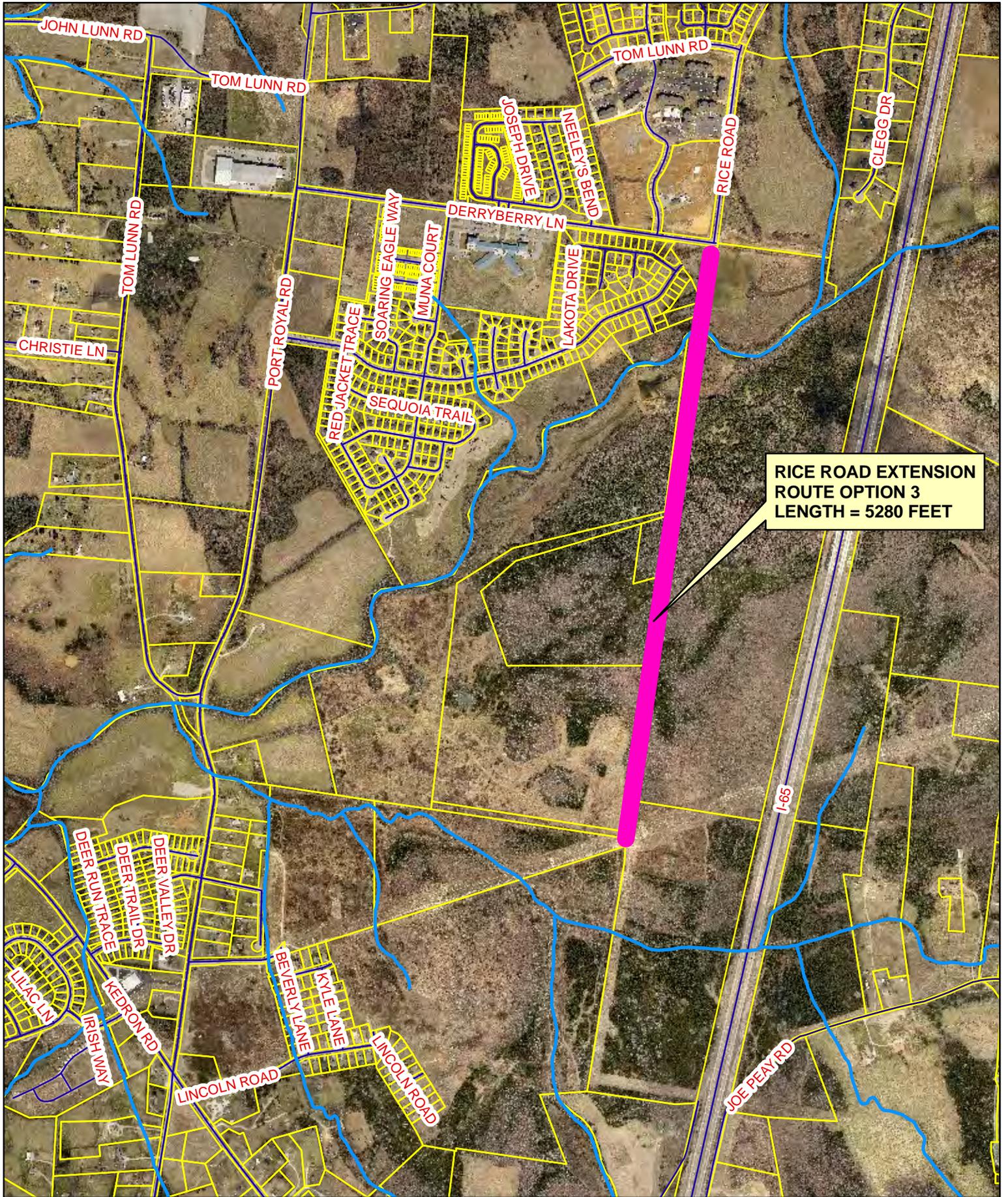
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April Goad, City Recorder

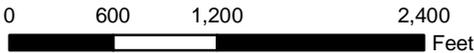
LEGAL FORM APPROVED:

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Patrick Carter, City Attorney



**RICE ROAD EXTENSION  
ROUTE OPTION 3  
LENGTH = 5280 FEET**



**RICE ROAD EXTENSION  
AERIAL EXHIBIT MAP  
CITY OF SPRING HILL, TENNESSEE**

Dempsey, Dilling & Associates, P.C.  
Engineering Consultants  
502 Hazelwood Drive  
Smyrna, Tn 37167  
phone: 615.220.5800



**RESOLUTION 17-09**

**A RESOLUTION TO CONVEY INTENT TO ACCEPT  
CONVEYANCE OF RIPPAVILLA PLANTATION TO  
THE CITY OF SPRING HILL, TENNESSEE**

**WHEREAS**, in June 2016, a Rippavilla Due Diligence Panel was created consisting of members of the Spring Hill Board of Mayor and Aldermen, Spring Hill staff and representatives and members of Rippavilla, Inc. and staff with a charge to evaluate a potential donation of Rippavilla Plantation to the City of Spring Hill; and

**WHEREAS**, Rippavilla, Inc. has submitted a formal request that the City of Spring Hill accept donation of Rippavilla Plantation, including the historic mansion and property consisting of approximately 98.44 acres, under terms outlined in a proposal, contingent on finalization of a Donation Agreement and/or Use Agreement; and

**WHEREAS**, the Rippavilla Due Diligence Panel has completed their evaluation of the donation proposal and has completed an Assessment and Recommendation report that includes a recommendation that the City proceed with acceptance of donation of Rippavilla Plantation to the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, conveys its intent to accept conveyance of Rippavilla Plantation to the City, and authorizes the City Attorney to proceed with completing an Assessment to identify obligations that City may have as Successor of Rippavilla, Inc, if any, and further authorizes the City Attorney to proceed with the preparation of a Donation Agreement and/or Use Agreement to be presented and approved by the Board of Mayor and Aldermen.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of January, 2017.

---

Rick Graham, Mayor

ATTEST:

---

April Goad, City Recorder

LEGAL FORM APPROVED:

---

Patrick Carter, City Attorney



# **Rippavilla Plantation Assessment and Recommendation**

Prepared for  
**The City of Spring Hill Board of Mayor and Aldermen**

Prepared by  
**The Rippavilla Due Diligence Panel**

**Date:** December 23, 2016

**RIPPAVILLA DUE DILIGENCE PANEL MEMBERS**

David St. Charles, Chairman



**CITY OF SPRING HILL, TENNESSEE**

Alderman Jonathan Duda  
Alderman Matt Fitterer  
Alderman Susan Zemek

**DE-FACTO MEMBER**

Victor Lay, City Administrator

**RIPPAVILLA, INC.**

Corrine Tomlinson, Vice-Chair  
Greg Bearden  
Mike Rayburn

**DE-FACTO MEMBER & SECRETARY**

Pam Perdue Pace, Executive Director

**About the Rippavilla Due Diligence Panel**

The Rippavilla Due Diligence Panel was formed June 21, 2016 by City of Spring Hill Mayor, Rick Graham. The panel included three members of the City of Spring Hill Board of Mayor and Aldermen, three members of the Board of Directors for Rippavilla, Inc, David St. Charles (a business owner and citizen of the City of Spring Hill), and Executive Staff of each of the representing organizations serving as non-voting de-facto members in support of the panel. In August of 2016, Alderman Susan Zemek resigned from the panel and was not replaced.

The task provided to the panel by Mayor Graham, was to fully explore the option of the donation of Rippavilla Plantation property to the City of Spring Hill for the preservation, operation and ongoing maintenance of this Historic Site into perpetuity.

In completing this charge, the panel met regularly throughout June 2016 through December 2016 to prepare this Assessment and Recommendation of this potential opportunity.

*Cover Photo: "Rippavilla Porch", Mike Talplacido for Civil War Trust*

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**Description of Opportunity**

The Board of Directors of Rippavilla, Inc. has approached the City of Spring Hill about the possibility of conveying Rippavilla Plantation to the City, including the historic home, property consisting of approximately 98.44 acres, all improvements and fixtures, but excluding all artifacts, floor coverings, drapery and other personal property located within the historic home. Prior to conveyance, Rippavilla, Inc. intends to complete a conservation easement with The Land Trust of Tennessee, Inc. The conveyance of Rippavilla Plantation would be subject to the easement and its restrictions.

After completing the conveyance of Rippavilla Plantation to the City, a new entity intended to be known as Friends of Rippavilla, LLC (a non-profit corporation) would be formed. The City and Friends of Rippavilla would enter into a use agreement under which the City would agree to continue operations of Rippavilla Plantation as a museum and park land, and support ongoing maintenance and preservation of the property, while Friends of Rippavilla would exist to support the City and leverage its nonprofit status with donations, grants, fundraising events and other support activities.

**Description of Next Steps and Action Items**

Rippavilla, Inc. should first submit an offer of intent to convey the property to the City. If the City is agreeable to the conveyance, there are a number of actions and activities that would have to occur. First, an assessment of the legal provisions and restrictions of the conservation easement, use restrictions, and obligations of the City will need to be completed. Additionally, a formal agreement between the City and Rippavilla, Inc. will need to be drafted. Finally, formal acceptance of the conveyance, including approval of the agreement, will need to occur.

<u>Action Item</u>	<u>Party Responsible</u>
1) Formal Proposal to City of Spring Hill	Rippavilla, Inc.
2) Approval of Intent to Accept Conveyance	City of Spring Hill
3) Legal Provisions Assessment	City of Spring Hill
4) Drafting of Formal Agreement Between City and Rippavilla	Both Parties
5) Completion of Conservation Easement with Land Trust of Tennessee	Rippavilla, Inc.
6) Formal Acceptance of Conveyance	City of Spring Hill

**Recommendation**

Having evaluated and assessed this opportunity (a detail of which follows), this panel recommends the City proceed with approval of an intent to accept conveyance of Rippavilla Plantation by Rippavilla, Inc.

I hereby submit this assessment and recommendation on behalf of the Rippavilla Due Diligence Panel for your consideration:

Signature: David St. Charles  
David St. Charles, Chairman

Date: 12/23/16

**Description of Property**

Rippavilla Plantation consists of approximately 98.44 acres located in unincorporated Maury County, Tennessee, just south of TN State Route 396, "Saturn Parkway", just outside the municipal corporate limits of The City of Spring Hill. The property consists of primarily open space, agricultural and forest land. The property surrounds and forms the context for Rippavilla, a two-story brick antebellum-style plantation house with classic Greek Revival architecture constructed from 1852 to 1855.

Also located on the property are the Carriage house (currently serving as a Gift Shop for the museum), an original Slave Cabin, a Freedmen Bureau's School House (circa 1870), Historic Cheairs Cemetery, Brown's Stand (a historically accurate recreated log structure), Ikard Center, a number of barns and other structures supporting the agricultural use of the property, and Rayburn Amphitheatre.

In 1985, the Maury County Industrial Development Board purchased the property, along with over 2,000 additional acres, and leased the entire property to Saturn Corporation. Saturn Corporation leased the plantation house and 20 acres to the Maury County Government in 1995, who formed Rippavilla, Inc., a §501(C)(3) Non-Profit Corporation dedicated to historic preservation of the property. It was at this time that a restoration of the house was planned and completed. Rippavilla was listed on the National Register of Historic Places on July 19, 1996 (NRHP Reference #96000773).

**Rippavilla Property Map<sup>1</sup>**



<sup>1</sup> Source: Rippavilla Due Diligence Panel; 2016

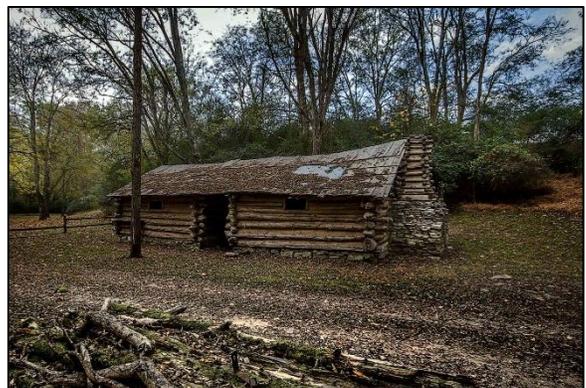
**Description of Rippavilla Plantation Mansion<sup>2</sup>**

Rippavilla was constructed by Nathaniel Francis Cheairs IV from 1852 to 1855. The house is a two-story, brick, central hall plan residence styled in the Greek Revival with a stone foundation. The front façade features a full-height entry porch topped with a traditional classical pediment. The porch covers an entrance bay and has four fluted, round Corinthian columns. Pilasters are found where the porch meets the brick façade. The north facade entry is adorned with a simple entablature with a transom and sidelights. The second story porch is trimmed with a decorative iron balustrade. The windows are six-over-six double hung topped with flat stone lintels. The house features an entablature that is adorned with dentils. The east façade also features a full-height entry porch supported by Corinthian columns. The north façade has a one story enclosed porch with casement windows featuring two paned transoms. The house has a standing seam metal roof.



**Brown’s Stand<sup>3</sup>**

Located approximately 1 mile east of the mansion on the property, Brown’s Stand is a historically accurate recreated log structure built in 2001 to aid in the site’s interpretation of early Tennessee history. The double dog-trot log structure is based on early personal accounts of a circa 1806 inn operated nearby by Daniel Brown to accommodation of travelers along McCutcheon Trace.



**Historic Cheair’s Cemetery and Cemetery for Unknown Souls<sup>4</sup>**

Located approximately 1 mile east of the mansion on the property. Remains of Cheairs family members rest in this Historic Cemetery dating back to 1842. In the process of excavating for the Saturn Manufacturing plant in 1986, workers discovered remains in unmarked graves on the Haynes Haven property. Archaeologists reinterred the remains of the unknown to this site immediately adjacent to the Historic Cheairs Cemetery.



<sup>2</sup> “Battle of Franklin Special Resource Study”, Southeast Regional Office of the National Park Service (NPS); 2010

<sup>3</sup> “Hotel Stand Reborn in Maury County”, The Tennessean; March 10, 2001

<sup>4</sup> “Maury County Tennessee Cemeteries”, Fred Lee Hawkins; 1987

**Freedmen Bureau’s School House<sup>5</sup>**

The Freedmen Bureau School House (circa 1870) was originally built in the Lanton / Green’s Mill community immediately after the Civil War. It was located on what was then the John B. Bunch farm, about 3 miles south of Rippavilla. The log building was originally constructed as part of the Civil War Reconstruction and served as a school house for freed slaves. In 1993, the school house was donated to Rippavilla Plantation, disassembled, moved on the grounds of Rippavilla and reassembled.



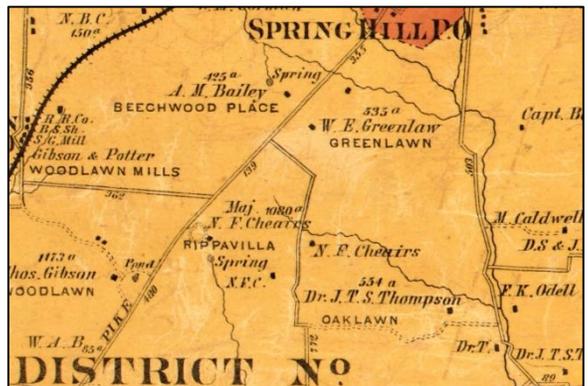
**Slave House<sup>6</sup>**

The last remaining slave house, construction date is unknown. Originally twelve houses occupied this area. Each house offered a one main room with a fireplace and a loft area. Three slave houses originally occupied the area near the barn located behind the mansion.



**Sunken Road<sup>7</sup>**

Located at the East end of the property is an abandoned road thought to have origins first as a migratory path for bison as they migrated to the French Lick in Nashville, then Native American and early settlers. This road connected to modern day Brown Rd at Denning Ln. This road is clearly visible in the “Maury County Map of Land Owners”, dated 1878.



<sup>5</sup> <http://freepages.genealogy.rootsweb.ancestry.com/~maury/lantonFreedmen.htm>; retrieved December 1, 2016

<sup>6</sup> Source: Rippavilla, Inc.

<sup>7</sup> Maury County Archives

**Carriage House**

Built in 1914 by William Cheairs after he purchased Rippavilla from Nat Cheairs, his father. It served as a carriage house for few years before becoming a garage for William’s cars. This building has been renovated and currently serves as the Museum Gift Shop.



**Ikard Center**

Saturn built the building in the 1990s and today is used as a meeting and exhibit facility.



**Barn (located next to the mansion house)**

Records indicate the barn was constructed in the 1850s but has been modified in the late 1950s; modifications include the two attached side storage cribs on each side of the main hallway.



**Pump House**

The pump house was added in the early 20th century.

**Corn Crib**

Circa 1830s, the log structure stored corn after harvest.

**Mule Barn**

The largest barn on the plantation housed horses, mules and farm equipment.

**Rayburn Amphitheater**

Located to the South of the Mansion House is a separate amphitheater building, complete with covered stage, dressing room and utilities.

**History of Rippavilla Plantation<sup>8</sup>**

Nathaniel Frances Cheairs IV, a French Huguenot descent, was born on the property on December 6, 1818. As he matured, he began courting Miss Susan Peters McKissack, daughter of Master William McKissack II, also of Spring Hill, Tennessee. When Nathaniel IV announced to his father of his intentions of marrying Susan, his father had only one objection – all of the “Nathaniels” prior to Nathaniel IV had married girls by the name of “Sarah.” His father wanted him to carry on that tradition and find someone else to wed. Nathaniel IV wanted his father’s blessing on the marriage and persisted about marrying Susan. His father even offered his son a sum of gold worth \$5,000 to find another bride, but Nathaniel IV would not accept.

Eventually, Susan’s father made an offer that Nathaniel IV could not refuse. Being the owner of the local brickyard, Master McKissack agreed to supply all of the free bricks and slave labor needed to construct a house once Nathaniel and Susan were married. Nathaniel III, a wise businessman, saw the offer and gave his blessing upon his son's marriage. Nathaniel Frances Cheairs IV and Susan Peters McKissack were wed on September 2, 1841, and received the \$5,000 in gold as a gift.

For ten years, Nathaniel and Susan made their home in a two-story log cabin located at the back of the property. Here, Susan gave birth to three of their four children. In 1851, the smokehouse and kitchen house were completed. The Cheairs would reside in the upstairs of the kitchen before and during the construction of the mansion.

Construction on the mansion commenced in 1852 and was finished in 1855, after being halted by the Cheairs on three separate occasions. The mansion was over 50% complete all three times that construction stopped, and each time the walls were torn down. The first occasion was when Nathaniel did not think that the walls were straight; the second occasion was when he did not like how the mortar had bonded. The third occasion was when a bit of cold weather had struck the area, and Nathaniel thought some of the mortar might have frozen. Fearing that it would lead to the downfall of the house, he once again ordered the walls be torn down.

Eventually, the mansion was completed, and Susan gave birth to their fourth, and last, child. The family happily resided in the home for several years before the Civil War broke out in 1861.

**Rippavilla and the Civil War**

During the American Civil War, Rippavilla became a focal point in the Battle of Spring Hill, Tennessee on the afternoon and night of November 29, 1864. On that day, the mansion began its function as a Confederate field hospital and served in this capacity until Confederate medical personnel evacuated the home on December 18, 1864, two days after the end of the battle of Nashville.<sup>9</sup>

The Battle of Spring Hill was the prelude to the Battle of Franklin. On the night of November 28, 1864, General John Bell Hood’s Army of Tennessee marched toward Spring Hill to get astride Maj. General John M. Schofield’s Union army’s life line. Cavalry skirmishing between Brig. General James H. Wilson’s Union

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<sup>8</sup> <http://www.Rippavilla.org/about.html>; retrieved December 1, 2016

<sup>9</sup> Source: Rippavilla, Inc.

cavalry and Maj. General Nathan Bedford Forrest's Confederate troopers continued throughout the day as the Confederates advanced. On November 29, Hood's infantry crossed Duck River and converged on Spring Hill. In the meantime, Maj. General Schofield reinforced the troops holding the crossroads at Spring Hill. In late afternoon, the Federals repulsed a piecemeal Confederate infantry attack. During the night, the rest of Schofield's command passed from Columbia through Spring Hill to Franklin. This was, perhaps, Hood's best chance to isolate and defeat the Union army.<sup>10</sup>

The most noteworthy event that occurred inside the Rippavilla House during the Middle Tennessee Campaign was a Council of War Breakfast the morning of November 30, 1864 between Confederate Generals Nathan Bedford Forrest and John Bell Hood. Governor Isham Harris of Tennessee was also in attendance. After learning that General John McAllister Schofield and his Union troops had safely escaped the Confederate forces encamped on and around Rippavilla, General Hood ordered his commanding officers to convene at Rippavilla for a breakfast meeting before moving northward chasing the Union Army.<sup>11</sup>

During the Council of War Breakfast, hosted by the Cheairs and held in the back parlor according to personal accounts, General Hood blamed everyone for the Union's successful trek through the Confederate road blocks. After a short but heated meeting, General Hood, General Forrest and the others continued on to Franklin where one of the bloodiest battles of the Civil War ensued.<sup>12</sup>

After the Battles of Franklin and Nashville, the Rippavilla House and barn sheltered wounded and casualties from both sides. Upon evacuation on December 18, 1864, Federal cavalry, under General James Wilson, used the house as a barracks until the end of the year.<sup>13</sup>

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<sup>10</sup> Spring Hill Battlefield Description, Civil War Sites Advisory Commission; 1993

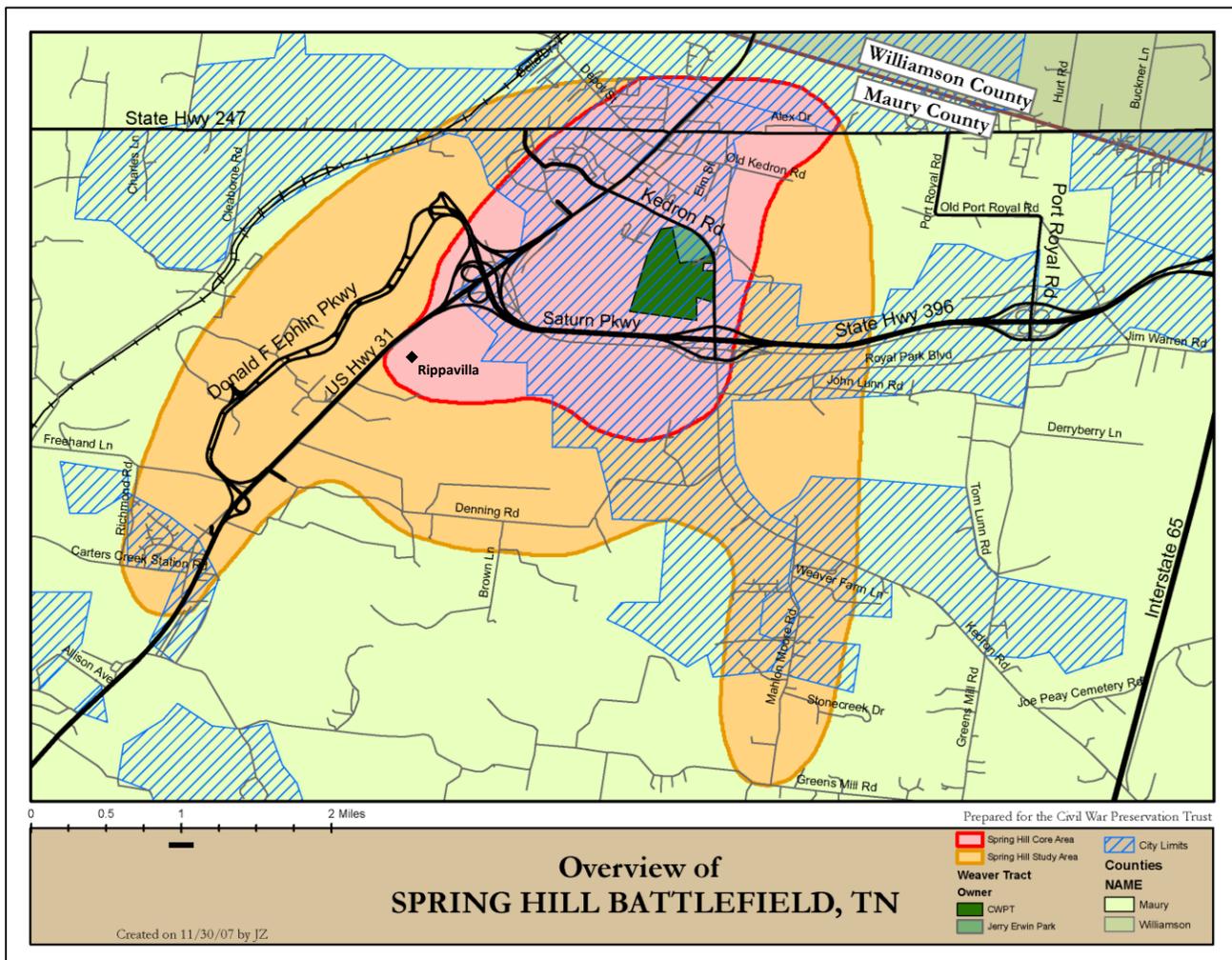
<sup>11</sup> Source: Rippavilla, Inc.

<sup>12</sup> Source: Rippavilla, Inc.

<sup>13</sup> Source: Rippavilla, Inc.

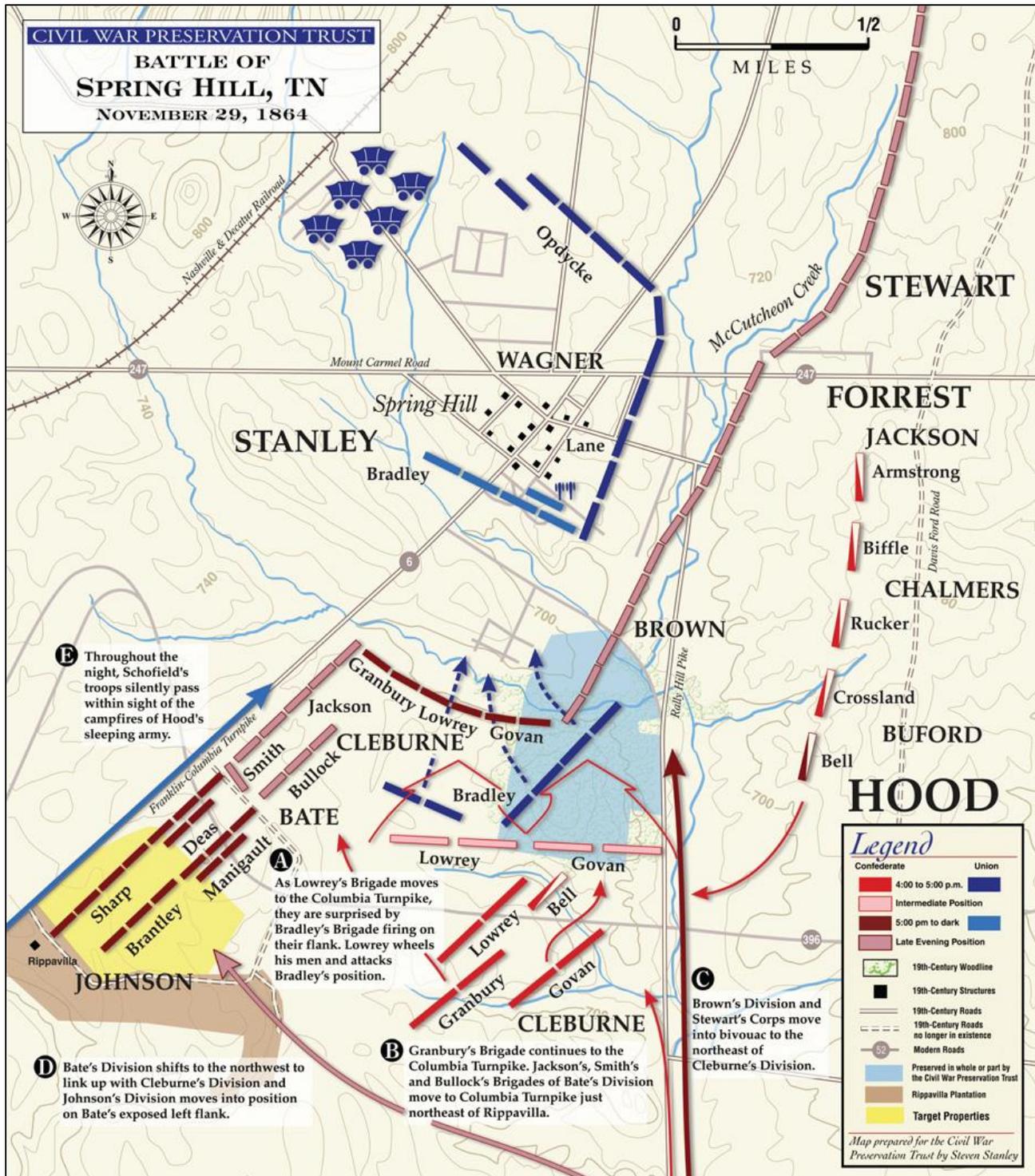
**Rippavilla Property within Spring Hill Battlefield**

The Civil War Sites Advisory Commission (CWSAC) Report on the Nation's Civil War Battlefields (published in 1993) has ranked the Spring Hill Battlefield as Preservation Priority I.3, Class B site (3rd out of 13 in priority classes). Class B sites have Major Military Importance, as noted in the report, "An engagement of magnitude involving field armies or divisions of the armies in which a commander achieved an important strategic objective within the context of an ongoing campaign offensive. Major battles had a direct, observable impact on the direction, duration, conduct, or outcome of the campaign". Rippavilla is located within the area identified by the CWSAC Report as Core Battlefield as depicted in the following map prepared by the Civil War Trust in 2007.<sup>14</sup>



<sup>14</sup> "Preservation and Interpretation of the Battle of Spring Hill - An Application for the Tennessee Department of Transportation FY 2008-09 Transportation Enhancement Program", Civil War Preservation Trust; December 2007

Map of Spring Hill Battlefield<sup>15</sup>



<sup>15</sup> Civil War Preservation Trust; 2010

**Rippavilla Historical Timeline**<sup>16</sup>

1818 December 6	Nathaniel Francis Cheairs IV born in Maury County.
1830	A brick building laid in Flemish Bond was constructed on the property later to become the rear wing of mansion.
1841	Nathaniel Francis Cheairs IV married Susan Peters McKissack, daughter of William and Jeanette Thompson McKissack.
1852	Nathaniel Cheairs IV began construction on the house known as Rippavilla and finally moved his family moved into the new home in 1855.
1861-1865	At various times throughout the war Rippavilla served as headquarters for both the Union and Confederate Armies.
1895	William M. Cheairs purchased the estate from his father for the sum of \$40,000; \$9,000 of which was given to Thomas Cheairs.
1920, January 17	John G. Whitfield of Alabama purchased Rippavilla for \$200,000.
1925, November 14	P.D. Houston, Chairman of First American Bank and Paul Davis and purchased the estate from Whitfield for \$200,000.
1958, September 4	Houston sold "Houston Hall" to John H. Sharrit of Phoenix, Arizona, formerly of Columbia.
1959, November 17	L. D. Hill and Fred Greer purchased Rippavilla from Sharrit and his wife, Flonda Mae.
1959, November 27	Hill and Greer sold the property to Ruby Lofton Davis.
1960, December 10	Robert and Hesta Petty Munn Witherspoon purchased the estate from Davis.
1985	Hesta Witherspoon willed Rippavilla to her sister, Joy and Victor Rasbury.
1985	Maury County Industrial Board purchased the estate from Joy Rasbury and in turn leased it to Saturn Corporation with a 25-year lease-to-purchase agreement.
1995	Saturn leased Rippavilla and 20 acres to Maury County Government. The restoration of the estate was planned in the hands of a committee with Alice Algood serving as Chairman.
2007, October 11	General Motors donated Rippavilla and 98.44 acres to Rippavilla, Inc., with the approval of Maury County Government and the Industrial Development Board. Signed donation agreement received in Oct. 2007; closing and transfer expected in 2009.
2009, May 28	General Motors completed donation agreement transferring ownership of 98.44 acres to Rippavilla Plantation, Inc. Deed recorded in Maury County Register of Deeds, John Fleming's office in June 2009.

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<sup>16</sup> Source: Due Diligence Materials Provided by Rippavilla, Inc.; 2016

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**Description of Current Operations**

Rippavilla Plantation is currently owned, maintained and operated by Rippavilla, Inc., a §501(C)(3) Non-Profit Corporation. Governance of Rippavilla, Inc. is through a Board of Directors that has 24 members. Rippavilla, Inc. employees 12 total employees (full-time equivalent). Employees include an Executive Director, Site Rental Coordinator, Gift Shop employees, Property Maintenance employees, and Docents that provide tours of the house, the artifact collection and property.

**Summary of the Legal Status of Rippavilla Plantation and Rippavilla, Inc.<sup>17</sup>**

- 1985, November 15 The Saturn Corporation enters into a lease-purchase agreement with The Industrial Development Board of Maury County and the Municipalities of Columbia, Mt. Pleasant, and Spring Hill to obtain property south of Spring Hill on both sides of U.S. Highway 31. Rippavilla Plantation is included in this property. In lieu of ad valorem taxes, the Corporation agrees to make annual industrial revenue bond lease payments to these public entities through December 31, 2025, unless Saturn exercises a property purchase option before that time.
- 1994, May 18 Saturn Corporation, as sub-lessor, lets to Maury County, as sublessee, approximately 19.7 acres, including Rippavilla. The County agrees to rehabilitate Rippavilla, maintain it, and operate it as a historic site. Among the clauses in the agreement, the County agrees to use an initial amount of \$500,000 to rehabilitate Rippavilla according to the United States Secretary of the Interior's rehabilitation guidelines, to maintain upkeep of Rippavilla, and to create a tax-exempt §501(C)(3) corporation for said maintenance an operation.
- 1995, February 6 Rippavilla, Inc. is incorporated as a §501(C)(3) corporation.
- 1997, September 10 In a First Amendment to the Rippavilla agreement, Saturn Corporation increases the sub-lease to Maury County by 16.94 acres, increasing the total to approximately 37 acres. This acreage includes the Rippavilla slave village, which is to be improved and used for tour and educational purposes.
- 1999, October 27 In a Second Amendment to the sub-lease, Saturn adds approximately 26 acres to the Rippavilla project, bringing the total to approximately 63 acres.
- 2000, April 17 Following an opinion by Tennessee State Auditors, Maury County Government removes itself from daily operations of Rippavilla and ceases providing benefits for Rippavilla employees. Rippavilla, Inc. is designated the managing entity for Rippavilla Plantation. Rippavilla, Inc. commits to having three Maury County representatives on its board.
- 2000, September 20 A Memorandum of Understanding is signed by representatives of Rippavilla, Inc. and the Maury County Horse and Mule Museum committee. The Museum (now known as the Tennessee Museum of Early Farm Life) committee agrees to various stipulations concerning the use of its displays on the Cheairs Homestead to enhance the "historic development and educational purposes" of the Plantation.

<sup>17</sup> Source: Due Diligence Materials Provided by Rippavilla, Inc.; 2016 (edited)

	The Rippavilla, Inc. board agrees to improve facilities necessary for Museum function and to designate a seat on the board for a Museum representative.
2002, May 23	A Third Amendment to the Rippavilla sub-lease adds 24.7 acres to the agreement for a total of 87.17 acres.
2003, August 25	A Fourth Amendment to the Rippavilla sub-lease extends the lease of the above noted 24.7 acres from December 31, 2002, to December 31, 2004. The specific use of this plot as a corn maze is addressed in this amendment.
2006, July 17	The Maury County Commission approved General Motors Corporation's request to donate Rippavilla Mansion and approximately 100 acres of adjoining property to a non-profit management organization. On August 14th, the Commission approved Rippavilla, Inc. as that agency. In return for a ten-year annual stipend of \$100,000 from GM, Rippavilla, Inc. agreed that it would professionally pursue historic preservation, education, and fiscal solvency.
2006, August	Rippavilla, Inc. agreed to a Memorandum of Understanding with the Tennessee Museum of Early Farm Life. Both organizations stated their desire to work closer for their mutual benefits. \$5,000 of Rippavilla, Inc.'s annual stipend from GM was to be donated to the Museum. As long as there was no need for it by Rippavilla, Inc., a plot of land adjacent to the Museum was to be set aside for farming demonstration purposes.
2007, October 11	General Motors donated Rippavilla Mansion and 98.44 acres of land to Rippavilla, Inc., with the approval of Maury County Government and the Maury County Industrial Development Board.
2009, May 28	General Motors completed donation agreement transferring ownership of 98.44 acres to Rippavilla Plantation, Inc. Deed is recorded in Maury County Register of Deeds, John Fleming's office.
2010, June 25	The Civil War Preservation Trust completes a purchase from General Motors of 84.65 acres immediately North of the Rippavilla Property (the North Parcel).
2010, June 25	In consideration of the sale of the North Parcel to the Civil War Preservation Trust, Rippavilla, Inc., Civil War Preservation Trust and General Motors enter into an agreement where General Motors agrees to release Access Easements that General Motors had retained across the Rippavilla Property, and Rippavilla, Inc. and the Civil War Preservation Trust agree to a 30 Year Non-interference Agreement where they agree to not interfere with the Sale or Development of approximately 330.66 acres immediately South of the Rippavilla Property (the South Parcel).

**Description of Current Uses of the Property**

Rippavilla, Inc. owns 98.44 acres with the 11,000 square foot mansion being the hub of it uses and activities that include tours to travelers, school groups, civil groups and bus tours. Upon request, catered lunches are provided to bus groups. In addition to tours, the site operates a gift shop in the 1914s carriage house. The gift shop also serves as the office for site rental coordinator to meet with potential renters as they tour of the facility prior to renting the venue. Spring Hill Bakery rents and operates out of the fully functioning catering kitchen and sells bakery items in the gift shop.

**Additional Uses**

Current additional uses of the property include hosting living histories and reenactments on portions of the property, as well as leasing the remaining acres to a local farmer for crop production. Rippavilla supports local scout and civic groups by allowing them to meet in the Ikard Center. Those groups include: Boy Scout Troup 1855 (Chartered at Rippavilla), Sons of Confederate Veterans, Nathaniel Cheairs Chapter, Creative Writers Group, Spring Hill Quicksteps (Vintage Baseball Team), Order of the Confederate Rose, and Rippavilla Brigade. In exchange for the free meeting space, these groups make up a large portion of Rippavilla's volunteer work force.

**Description of Artifacts**

As typical with an historic house museum, Rippavilla, Inc. owns, manages and maintains a large collection of artifacts. Approximately 75% of the artifacts housed in Rippavilla are owned by Rippavilla, Inc. and are original to the home. The remaining 25% are items loaned by individuals and organizations across the United States. Rippavilla, Inc. insures 100% of the items in the mansion. From time to time, Rippavilla will borrow artifacts from other historic sites in order to host a temporary exhibit that compliments the site's mission.

As currently proposed, artifacts, floor coverings, drapery and other personal property located within the historic home would be retained by Rippavilla, Inc., or a new successor entity intended to be known as Friends of Rippavilla, LLC.

Financial Overview<sup>18</sup>

Rippavilla, Inc.  
**Balance Sheet**  
 As of June 30, 2016

<b>Total Assets</b>	
Checking/Savings	
Cash in Bank – Operating	46,233.33
Cash in Bank – Security Dep.	7,169.51
Petty Cash	<u>300.00</u>
Total Checking/Savings	53,702.84
Other Current Assets	
Inventory	13,669.35
Utility Deposit	1,600.00
Undeposited Funds	<u>620.33</u>
Total Other Assets	14,289.68
Fixed Assets	
Land – 98.44 Acres	1,603,200.00
Buildings	396,800.00
Amphitheater	77,984.54
Tractor / Mower	15,783.92
Restoration / Site Improvement Funds	40,687.48
Accumulated Depreciation	<u>(123,599.46)</u>
Total Fixed Assets	2,026,166.83
<b>Total Assets</b>	<b>2,095,759.35</b>
<b>Total Liabilities</b>	
Current Liabilities	
Accounts Payable	2,818.66
Other Current Liabilities	<u>15,493.30</u>
Total Current Liabilities	18,311.96
Long Term Liabilities	
Note Payable – AGCO Finance	2,793.86
<b>Total Liabilities</b>	<b>21,105.82</b>

<sup>18</sup> Source: Rippavilla, Inc., December 21, 2016 (Accrual Basis)

Operating Budget<sup>19</sup>

Rippavilla, Inc.

**Profit & Loss**

July 2015 through June 2016

<b>Income\Expense</b>	
<b>Ordinary Income</b>	
Tours	35,465.83
Gift Shop / Vending	29,179.72
Special Events	55,304.00
Rental Fees	42,248.00
Donations	11,404.30
Other Income	<u>6,376.71</u>
<b>Total Ordinary Income</b>	<b>181,247.56</b>
<b>Expenses</b>	
Salaries / Employee Benefits / Payroll Tax	110,837.55
Special Event Expense	19,269.15
Maintenance Expenses	24,608.21
Purchasing and Contract Services	27,953.18
Administrative Expenses (Insur. / Prof. Services)	38,095.56
Depreciation Expense	15,780.00
Supplies	7,930.78
Utilities	23,735.42
Advertising	<u>7,874.70</u>
<b>Total Expenses</b>	<b>276,084.55</b>
<b>Net Ordinary Income</b>	<b>(94,836.99)</b>
<b>Other Income (General Motors Monetary Donation)</b>	<b>100,000.00</b>
<b>Donation (TN Museum of Early Farm Life)</b>	<u><b>(5,000)</b></u>
<b>Total Other Income</b>	<b>95,000</b>
<b>Total Net Income</b>	<b>(163.01)</b>

General Motors Monetary Donation

Pursuant to the Agreement for Donation of Rippavilla Property, General Motors agreed to pay \$100,000 per year to Rippavilla, Inc. for a period of Ten Years after the property was deeded to Rippavilla, Inc, which occurred in October 2007.<sup>20</sup> October 2016 enters the 10<sup>th</sup> Year of this agreement, and the payment obligation from General Motors to Rippavilla, Inc. has been met. Without the continued payment from General Motors, under current operations, Rippavilla, Inc. would operate with approximately \$95,000 annual total expenses over total income.

<sup>19</sup> Source: Rippavilla, Inc., December 21, 2016 (Accrual Basis)

<sup>20</sup> "Agreement for Donation of Property", Paragraph 8; August 2006

**Peer Review**

The Rippavilla Due Diligence Panel evaluated financial records of organizations in Middle Tennessee that operate with a similar focus of historical preservation, tourism and education. These organizations include:

<b>Organization</b>	<b>Site</b>
1) The Association for the Preservation of TN Antiquities	Athenaeum – Columbia, TN Belle Meade – Nashville, TN
2) Battle of Franklin Trust & Carter House Association *	Carter House – Franklin, TN Carnton Plantation – Franklin, TN
3) Sam Davis Memorial Association	Sam Davis Home – Smyrna, TN
4) Travellers Rest Historic House	Travellers Rest – Nashville, TN
5) James K. Polk Memorial Association	Polk House – Columbia, TN

**\* Note: In 2016, Battle of Franklin Trust and Carter House Association merged into a single organization.**

Financial records evaluated included annual “Return of Organization Exempt From Income Tax” reports filed with the Internal Revenue Service (IRS Form 990) for the past 2 years most recently available. Key financial components reviewed included: Net Assets (total reported assets and liabilities), source of Assets (whether property or cash equivalents), Revenue Sources, Expense Sources, and Total Revenue less Expense. The results of this review follow on the following page.

Rippavilla Due Diligence Panel - Peer Comparison

Property Organization Entity Tax Year	Rippavilla Rippavilla, Inc.		Belle Meade & Athenaeum The Association for the Preservation of TN Antiquities		Carter House & Carton Plant. Battle of Franklin Trust * Carter House Association		Sam Davis Home Sam Davis Memorial Association		Travellers Rest Travellers Rest Historic House		Polk House James K. Polk Memorial Association	
	2013	2014	2012	2013	2013	2014	2013	2014	2013	2014	2013	2014
	Total Assets	\$2,113,709	\$2,114,213	\$4,353,204	\$4,452,015	\$1,620,653	\$1,726,482	\$1,237,004	\$1,247,507	\$1,335,730	\$1,225,945	\$1,217,092
Total Liabilities	(\$23,425)	(\$18,116)	(\$482,028)	(\$377,655)	(\$88,624)	(\$95,997)	(\$15,747)	(\$17,199)	(\$98,879)	(\$61,662)	(\$12,124)	(\$14,684)
<b>Net Assets</b>	<b>\$2,090,284</b>	<b>\$2,096,097</b>	<b>\$3,871,176</b>	<b>\$4,074,360</b>	<b>\$1,532,029</b>	<b>\$1,630,485</b>	<b>\$1,221,257</b>	<b>\$1,230,308</b>	<b>\$1,236,851</b>	<b>\$1,164,283</b>	<b>\$1,204,968</b>	<b>\$1,139,786</b>
<b>Asset Sources</b>												
Cash / Savings / Investments	\$31,531	\$46,061	\$1,894,804	\$2,001,510	\$421,744	\$523,027	\$41,532	\$63,903	\$278,438	\$149,658	\$61,155	\$42,302
Land & Buildings	\$2,065,765	\$2,049,947	\$3,996,809	\$3,996,809	\$638,674	\$634,895	\$1,192,043	\$1,177,325	\$601,041	\$639,452	\$983,417	\$948,797
<b>Revenue Sources</b>												
Contributions and Grants	\$108,169	\$112,945	\$256,672	\$208,639	\$202,196	\$259,175	\$86,583	\$117,317	\$248,783	\$236,027	\$81,264	\$100,629
Program Service	\$32,368	\$30,102	\$1,379,658	\$1,553,684	\$1,018,110	\$1,148,729	\$72,098	\$58,359	\$114,531	\$123,525	\$0	\$0
Investment Income	\$15	\$12	\$111,829	\$162,718	\$5,016	\$5,022	\$2	\$10	\$25,145	\$8,397	\$15,603	(\$3,209)
Other Revenue	\$67,697	\$85,441	\$1,012,362	\$864,608	\$109,511	\$215,066	\$50,694	\$86,129	\$135,686	\$129,696	\$151,517	\$123,486
<b>Total Revenue</b>	<b>\$208,249</b>	<b>\$228,500</b>	<b>\$2,760,521</b>	<b>\$2,789,649</b>	<b>\$1,334,833</b>	<b>\$1,627,992</b>	<b>\$209,377</b>	<b>\$261,815</b>	<b>\$524,145</b>	<b>\$497,645</b>	<b>\$248,384</b>	<b>\$220,906</b>
<b>Consolidated Revenue Sources</b>												
Tour Admissions	\$32,368	\$30,102	\$1,273,287	\$1,444,788	\$840,354	\$940,595	\$72,098	\$58,359	\$114,531	\$123,525	\$50,930	\$52,317
Grounds Rental	\$19,929	\$15,536	\$546,965	\$548,140	\$98,742	\$122,805	\$38,681	\$45,593	\$150,650	\$115,653	\$0	\$0
Membership Dues	\$0	\$0	\$21,539	\$38,288	\$62,814	\$63,729	\$47,319	\$31,145	\$0	\$0	\$16,026	\$16,273
Fundraising (Net)	\$41,063	\$49,342	\$93,890	\$71,791	\$940	\$68,990	\$2,122	\$21,977	\$20,877	\$9,712	\$72,096	\$66,775
Government Grants	\$0	\$0	\$1,000	\$8,500	\$0	\$0	\$39,264	\$74,167	\$0	\$0	\$42,304	\$46,304
Other Contributions	\$108,169	\$112,945	\$234,133	\$161,851	\$167,016	\$223,995	\$0	\$6,175	\$139,135	\$140,655	\$22,934	\$38,052
<b>Expense Sources</b>												
Grants Paid	\$0	\$0	\$0	\$0	(\$102,922)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Benefits Paid to members	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries / Compensation	(\$112,372)	(\$108,947)	(\$1,303,585)	(\$1,502,965)	(\$715,936)	(\$869,876)	(\$105,831)	(\$108,121)	(\$244,993)	(\$251,643)	(\$148,027)	(\$149,930)
Professional Fundraising Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses	(\$104,721)	(\$113,740)	(\$1,188,565)	(\$1,109,179)	(\$635,786)	(\$659,371)	(\$125,771)	(\$144,643)	(\$281,359)	(\$315,229)	(\$133,348)	(\$136,221)
<b>Total Expenses</b>	<b>(\$217,093)</b>	<b>(\$222,687)</b>	<b>(\$2,492,150)</b>	<b>(\$2,612,144)</b>	<b>(\$1,454,644)</b>	<b>(\$1,529,247)</b>	<b>(\$231,602)</b>	<b>(\$252,764)</b>	<b>(\$526,352)</b>	<b>(\$566,872)</b>	<b>(\$281,375)</b>	<b>(\$286,151)</b>
<b>Miscellaneous Expense Source</b>												
Advertising / Promotions	(\$6,967)	(\$6,795)	(\$115,315)	(\$97,153)	(\$130,885)	(\$86,646)	(\$400)	(\$1,847)	(\$4,525)	(\$14,642)	\$0	\$0
<b>Total Revenue Less Expenses</b>	<b>(\$8,844)</b>	<b>\$5,813</b>	<b>\$268,371</b>	<b>\$177,505</b>	<b>(\$119,811)</b>	<b>\$98,745</b>	<b>(\$22,225)</b>	<b>\$9,051</b>	<b>(\$2,207)</b>	<b>(\$69,227)</b>	<b>(\$32,991)</b>	<b>(\$65,245)</b>
Governing Body Members	24	24	10	10	13	14	20	20	30	22	17	17
Number of Individuals Employed	11	12	44	44	33	33	19	19	19	17	14	14

Source: IRS Form 990 - Return of Organization Exempt from Income Tax  
 \* Merged into one organization (The Battle of Franklin Trust) in 2016

**Known Capital Improvement and Maintenance Issues to be Addressed**

Rippavilla, Inc. believe the following capital improvement projects or maintenance issues would need to be completed in the near term:

<b>Project</b>	<b>Estimated Cost</b>
1) Replace Shutters on Mansion with Period Appropriate Shutters <i>Note: Rippavilla, Inc. has \$5,000 from a Restricted Use Donation to contribute to this project</i>	\$17,500
2) Paint All Exterior Trim	\$10,000
3) Repair Plaster and Paint Inside of Mansion	\$5,000
4) Paint Wood Fence Located on the Property <i>(approximately 1,250 LF)</i>	\$2,000
5) Southbound Left Turn Lane Entering Rippavilla	\$175,000

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**Summary of Opportunity and the “Proposal to City of Spring Hill: Rippavilla Plantation”**

In November 2016, the Rippavilla Board of Directors voted in favor of a Proposal which outlines the terms and understandings under which Rippavilla, Inc would convey the Rippavilla Property, including the historic mansion and 98.44 acres, to the City of Spring Hill. **The full document is provided with this Assessment as Appendix I.**

Areas of significance that should be reviewed and considered by the Board of Mayor and Alderman include the following:

- 1) Prior to conveyance, the property will be placed into a conservation easement granted to The Land Trust for Tennessee. **Details of this easement are significant and discussed in the following section.**
- 2) The City would be obligated to maintain, or cause to be maintained, the Property; including utilities, roads/parking, building structures, lawns and grounds.
- 3) The City would be responsible for commercial activities, including tours, gift shop operation, rental of buildings, etc. **Revenues accrued by these activities would be restricted to uses that would further promote the historic preservation and enhancement of the property.**
- 4) Artifacts on the property would remain property of the Friends of Rippavilla.
- 5) Friends of Rippavilla would continue activities and contributions in support of the property. **Friends are requesting the right to conduct special events benefiting the property without being assessed a rental charge. These events would need to be memorialized prior to conveyance.**
- 6) **Additionally, Friends of Rippavilla are requesting daily use of dedicated office space, storage and used of the Ikard Center. These operating areas still need to be defined and possibly addressed through a separate long term lease.**
- 7) A variety of civic groups and organizations utilize the property for meetings, etc. Continued usage would be allowed in a manner consistent with City policies regarding the utilization of City facilities by civic groups and organizations.
- 8) An Oversight Committee would be established by the City. The Committee would have oversight related to aesthetic decisions as they pertain to historical preservation and accuracy of the property, to the extent allowed under the conservation easement. Although the composition and authority of the Committee rests with the City, Friends of Rippavilla would like to be entitled to name a majority of the members of the Oversight Committee, as it pertains to Rippavilla, and Rippavilla Board of Directors also suggest that membership not be restricted to citizens of Spring Hill.
- 9) Firearms, animals, wagons, flags and other historically accurate items would continue to be allowed during historically reenactments and other events to support the historic aspects of the property.

- 10) **An important consideration is that there should be no restriction on the service or sale of alcoholic beverages on the Rippavilla Property**, consistent with applicable State and Local laws. This is important not only for weddings, but for special events and other existing functions.
- 11) **In the event the City determines that it desires to convey the Rippavilla Property, the recipient must be a §501(C)(3) entity whose mission is the preservation of historic property or, if an alternative recipient is intended, the City must provide Friends of Rippavilla a period of nine (9) months in which Friends of Rippavilla will either determine that it will take title to the Rippavilla Property, at no cost, or Friends of Rippavilla will identify an alternative §501(C)(3) organization that will serve as the recipient, at no cost.**

### **Summary of the Conservation Easement**

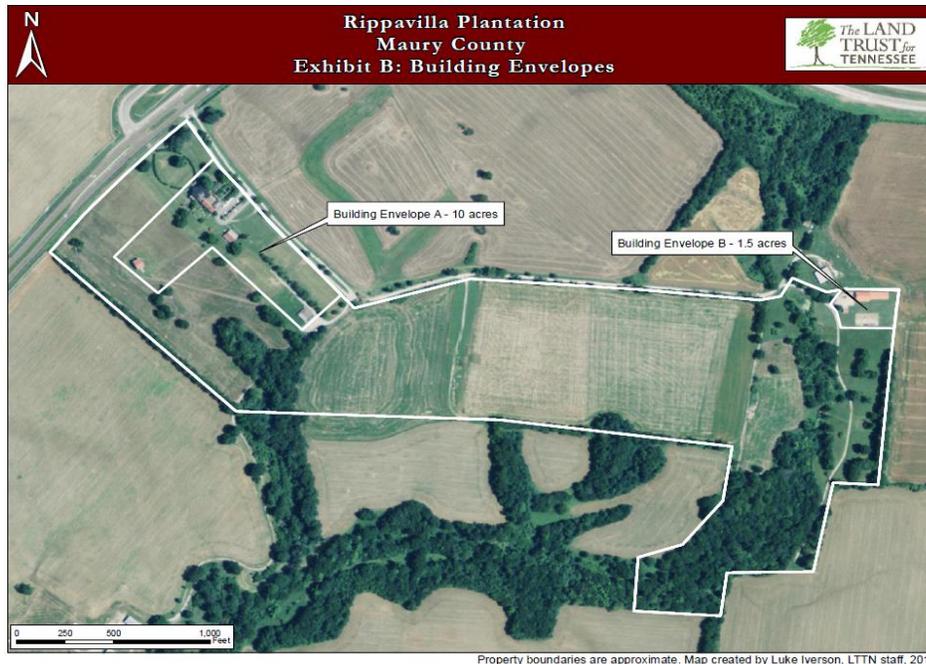
Prior to conveyance of the deed, Ripavilla, Inc. has prepared and intends to place a Conservation Easement for the purpose of forever conserving the Conservation Values of the property. The Land Trust for Tennessee, Inc. is to be the Grantee of the Easement. **The proposed Conservation Easement is very similar to the Conservation Easement that was quitclaimed by the City of Franklin to The Land Trust for Tennessee in August of 2007 for the 200 acre Harlinsdale Farm Park.**

Under the Conservation Easement, The Land Trust for Tennessee is to provide perpetual stewardship to conserve and maintain the agricultural, forest, open space, watershed protection, historic and scenic value of the property and to prevent uses of the property that are inconsistent with these purposes. The Conservation Easement places development stewardship and design review in the hands of The Land Trust for Tennessee and limits development and usage of the property to development and usage that is approved by The Land Trust for Tennessee. **The full Conservation Easement is provided with this Assessment in Appendix II.**

The Conservation Easement does place significant limitations on how the property may be developed and used. Areas of significance that should be reviewed and considered by the Board of Mayor and Alderman include the following:

- 1) **The easement exists in perpetuity.**
- 2) **Any construction or activities require The Land Trust of Tennessee's prior approval.**
- 3) **Before undertaking any activities on the property; the City would be required to prepare a property and facilities Master Plan.** The Master Plan would require approval from The Land Trust for Tennessee. The Master Plan is to **identify objectives for use, proposed open space/recreational uses**, day-to-day management **and identify events to be held on the property.** The Master Plan may be updated and modified over time, but updates and modifications require approval from The Land Trust.
- 4) The property cannot be subdivided.
- 5) **No public roads may be constructed on the property.** The existing driveway may be maintained. The existing driveway is dirt.

- 6) **No permanent or temporary structures may be constructed except within building Envelope A and building Envelope B. This includes parking.** An exhibit of the proposed Building Envelopes follows.



- 7) **Athletic fields are prohibited.** Trails, paths, benches, picnic tables, etc may be constructed within the building envelopes without consent. Recreational structures that do not require concrete or other foundation may be built outside of the building envelopes without consent. Recreational structures that require a foundation require prior consent.
- 8) **A greenway may be constructed through the property outside of the building envelopes with prior written consent.**
- 9) Placement of utility lines would require prior approval. Overhead lines and cell towers are prohibited.
- 10) The easement would require the City to reimburse The Land Trust for Tennessee for any future taxes and assessments. This is unlikely, but nonetheless noteworthy.
- 11) The Land Trust for Tennessee would not be obligated to participate in the upkeep or maintenance of the property.

#### **Summary of Obligations as Successor to Rippavilla, Inc.**

As stated previously under “Summary of the Legal Status of Rippavilla Plantation and Rippavilla, Inc.” in the “Assessment of Current Operations” section of this Assessment, there have been a number of legal agreements that have been entered into that provided for restrictions of use of the property and obligations of Rippavilla, Inc. Most of these agreements also bound any successor to Rippavilla, Inc. to the same restrictions of use and obligations.

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A thorough review will need to be completed to determine which additional obligations would be applicable to the City of Spring Hill as successor to Rippavilla, Inc.

### **Assessment of Opportunity Alignment with City of Spring Hill Goals**

The Spring Hill Board of Mayor and Aldermen adopted a Comprehensive Plan in 2015<sup>21</sup>, an ambitious plan that establishes a vision for Spring Hill over the next 25 years. The plan includes a Community Assessment segment that identified Issues and Opportunities to help form the goals, policies and strategies that the City will need to complete to realize its vision. Issues and Opportunities from the Vision Theme for Natural and Cultural Resources of the Community Assessment segment states, in part:

***Issue: Rural and Natural Areas Being Developed*** – New development is consuming rural and natural areas that are important for environmental functions and rural character of the City.

***Issue: Limited Cultural Resources*** – Spring Hill is fortunate to have several culturally and historically significant resources, but they are underutilized when compared to other cities in the region such as Franklin and Columbia.

***Issue: Rural Historic Properties Threatened*** – Spring Hill has historically been deficient in terms of taking advantage of its resources as a source of community identity and tourist based economic growth.

***Opportunity: Rural Character Preservation*** – Spring Hill has the opportunity to preserve rural and natural areas that have not been developed.

***Opportunity: Preserving Cultural and Natural History*** – Preservation initiatives can help identify and preserve those environmental and cultural features necessary to protect, ensuring future generations can enjoy Spring Hill's natural and cultural legacies.

According to the City of Spring Hill Parks, Recreation and Greenways Master Plan<sup>22</sup> and the National Recreation and Park Association's (NRPA)<sup>23</sup>, accounting for projected growth to approximately 51,705 residents by the year 2030, a Regional Park of at least 517 acres will be needed to adequately serve the needs of the citizens of Spring Hill. In the formation of the plan, over 80% of the residents surveyed responded that the City of Spring Hill has too few Parks and Recreation Opportunities.

Accepting the donation of the Rippavilla Plantation property to the City of Spring Hill would add approximately 100 acres of Parks and Recreation Regional Park space, and would have the potential to provide for Greenways and Open Space uses, as well as being a facility that provides educational and cultural opportunities for the City. Preserving this rural and natural open space is aligned with the City's goals as stated in Spring Hill Rising: 2040, and can serve as an important ecological resource, providing

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<sup>21</sup> "Spring Hill Rising: 2040, A Vision for the future of Spring Hill, Tennessee", City of Spring Hill; 2015

<sup>22</sup> "City of Spring Hill Parks, Recreation and Greenways Master Plan", CDM Smith & City of Spring Hill; 2012

<sup>23</sup> "Park, Recreation, Open Space and Greenway Guidelines", National Recreation and Park Association; 2010

homes for wildlife and maintaining water quality in the region, including the water quality of the scenic and biodiverse Duck River Watershed.

In addition to preserving natural area and preserving rural character of the land, the City has an opportunity to ensure additional Civil War battlefield land is preserved in Spring Hill. Preserving Civil War battlefield can bring economic, environmental, and educational benefits. Civil War battlefield land is a significant latent economic resource, with demonstrated potential to bring in tourists and their vacation dollars.

If the City of Spring Hill were to acquire 100 acres of raw land, using \$20,000 an acre as an estimate, it is estimated that the costs to acquire the property alone would be \$2,000,000. To develop the property into usable open space, with parking and similar types of facilities currently available on the Rippavilla Planation property, the estimated improvement costs would be an additional \$1,000,000.

### **Assessment of Current Economic Condition**

An assessment of the donation opportunity requires an examination of how and why Rippavilla, Inc. has come to the decision that conveying the property to the City of Spring Hill is the best action moving forward.

As stated in the “General Motors Monetary Donation” section of the “Assessment of Current Opertions” section of this Assessment, the current arrangement between General Motors and Rippavilla, Inc has been crucial to the on-going success of the property. The ability to maintain the grounds and buildings has been enhanced by the generous financial donations from General Motors.

Other revenue sources include tours, weddings, and a variety of fund raising events put on by the mostly volunteer Board of Directors. However, the current model lacks both scale and efficiency because items like payroll, benefits, and insurance purchased on a “stand-alone” basis causes the Board to pay a premium for these services.

The events hosted at the property, while profitable, haven’t scaled in a way that would make Rippavilla, Inc. viable financially without the infusion from General Motors. As the end of the monetary agreement with General Motors became imminent, the Board concluded it best to consider its options for the property. Included in that consideration was sale of the property, donation to a historic “guardian” (i.e. The Civil War Trust, or similar organization), or partnering with the City of Spring Hill. The Board chose the latter because of the obvious synergies to be gained by both parties.

In considering the donation it must be said that there is much work to do by the city to make the transaction financially neutral. In its current form, Rippavilla, Inc, less the \$100,000 monetary donation per year from General Motors, is operating at a net loss over the past five years averaging \$112,911.

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**Assessment of Potential Economic Opportunity**

In examining the financial statements included in this Assessment, there are many opportunities to reverse the existing financial condition. The expense side of the ledger will operate more efficiently under the City, as savings would likely be realized through using existing City vendors for items like maintenance, insurance and benefits.

There is a significant upside on the revenue side of the equation. When compared to peer properties in Middle Tennessee, considerable opportunity exists in the number of paid tours given at the property, as well as better development of on-going patron sponsorship programs involving local large employers and small business. Additionally, the wedding business is booming in middle Tennessee and Rippavilla is a popular but under-developed site. Lastly, the events hosted at the property (i.e. Swanky Plank) while successful also have significant upside.

With enactment of Public Chapter 890 in 2016, the Tennessee 109th General Assembly enabled the City of Spring Hill to levy an occupancy tax not to exceed three (3%), with the restriction that proceeds from the tax would be segregated from the General Fund and used specifically for tourism.<sup>24</sup> The City of Spring Hill has projected approximately \$100,000 of annual revenue generated from the tax. Operating, maintaining and promoting Rippavilla Plantation would qualify as expenses under Public Chapter 890.

**Conclusion of the Due Diligence Panel on the Opportunity**

In determining the viability of the opportunity of the donation of Rippavilla Plantation to the City, several factors must be taken into consideration. The value of the land and buildings create instant useable assets for the City while the current financial situation at Rippavilla creates a reasonable challenge. The property becomes an immediate attraction for the City to expand tourism in the area and a destination attraction for the citizens of Spring Hill as a 100 acre Parks and Recreation facility. In weighing the two, and considering all factors outlined in this Assessment, it is the considered recommendation of this panel that the City of Spring Hill should move forward with acceptance of the donation. The financial issues are curable in the short term and the value generated for the City is significant.

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<sup>24</sup> Public Chapter 890, Tennessee 109th General Assembly; 2016, stating in pertinent part:

*“...the city is authorized to levy a privilege tax by ordinance adopted by a two-thirds (2/3) vote of its governing body upon the privilege of occupancy in any hotel located within the city of each transient in an amount not to exceed three percent (3%) of the consideration charged by the operator. The proceeds from such tax shall be deposited in a special revenue fund, separate from the general fund, and used solely for tourism development purposes.”*





5700 Main St  
P.O. Box 1169  
Spring Hill, TN 37174  
931-486-9037

December 23, 2016

Mayor Rick Graham  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

Mayor Graham:

After careful consideration, the Board of Directors at Rippavilla would like to donate the Rippavilla Plantation mansion and 98.44 acres to the City of Spring Hill. The donation would be contingent on finalization of an acceptable use agreement.

Attached is the Rippavilla proposal that summarizes the donation.

I look forward to hearing from you in the New Year.

Regards,

A handwritten signature in cursive script that reads "Corrine M. Tomlinson".

Corrine M. Tomlinson  
Chairman

## **PROPOSAL TO CITY OF SPRING HILL RIPPAVILLA PLANTATION**

**Overview.** This document (the “Proposal”) outlines the terms under which Rippavilla, Inc. (“Rippavilla”) would convey the Rippavilla property consisting of approximately 98.44 acres, including all improvements and fixtures located thereon (collectively, the “**Rippavilla Property**”), but expressly excluding all artifacts, floor coverings, drapery and other personal property located within the historic home (collectively, the “Artifacts”), to the City of Spring Hill (the “City”) for use as a public park and event space, all as further set forth in this Proposal.

Prior to the conveyance, a conservation easement (the “Easement”) will be granted to The Land Trust for Tennessee, Inc., a qualified holder of such easements under Tennessee law. The conveyance of the Rippavilla Property to the City would be subject to the Easement and its restrictions.

After completion of the conveyance of the Rippavilla Property to the City, the Artifacts would be conveyed to a new entity intended to be known as Friends of Rippavilla, LLC (“Friends”). The intended rights and obligations of the City and Friends will be set forth in this Proposal.

### **Goals.**

The goals of the transaction outlined in this Proposal is to permit the City to obtain premium, useable park land for the City and its citizens at no cost, to support ongoing maintenance of the Rippavilla Property, to provide a means by which Friends will be able to enhance the mansion and grounds of the Rippavilla Property, to foster and maintain a partnership between the Friends and the City, to promote tourism and tourism revenue, and to provide an exceptional and superior touring and educational experience for all visitors.

In addition to the City’s provision of funds and services for maintenance and operations, Friends can leverage its nonprofit status with donations, grants, sponsorships, fundraising events and other support activities.

### **Obligations of the Parties.**

The City will be obligated to maintain, or caused to be maintained, the Rippavilla Property, including all improvements now or hereafter constructed on the Rippavilla Property. Maintenance would include, without limitation:

- (a) Electrical and mechanical infrastructure, including electrical panels, lighting and underground supply, plumbing, HVAC, phones and internet, and fire suppression system.
- (b) Roads and fences, including paving and pot hole management, fence painting and repairs.
- (c) Building structures, including roofs, gutters, windows and brick walls, painting and foundations and floors. All repairs and maintenance would conform to established guidelines for National Register of Historic Places, including without limitation The Secretary of the Interior’s Standards.

Lawn and grounds care will be conducted on appropriate seasonal schedules and with landscaping consistent with an appealing public place and a nationally significant historic property.

In addition to ongoing maintenance activities by the City, Rippavilla Board of Directors believe that the following projects may be needed in the near term:

- Replace shutters on mansion with period appropriate shutters. Friends of Rippavilla will contribute a minimum of \$5,000.00 toward this project. The total estimated project cost is \$17,500.
- Paint all exterior trim. The total estimated project cost is \$8,000 - \$10,000.
- Repair plaster and paint inside mansion. The total estimated project cost is \$3,000 - \$5,000.
- Left turn lane entering into Rippavilla; which is to be evaluated by the City Engineer and conjunction with TDOT. Project cost would be estimated following evaluation.
- Paint fence at entrance. The total estimated project cost is \$2,000.

The City will provide adequate property insurance newly acquired City property.

The City would generally supervise all activities on the Rippavilla Property.

The City would be obligated to conduct or cause to occur all retail/commercial activities including providing tours of the historic mansion, operating the gift shop, scheduling weddings and other events.

Friends will continue activities and contributions in support of the Rippavilla Property, including maintaining the Artifacts.

Friends' activities and events on the Rippavilla Property will be coordinated and scheduled with appropriate City staff. The nonprofit status of Friends will be key to gaining financial support from private and corporate donors to accomplish these goals.

As an example, the following projects are potential Friends activities:

- Cannon – site interpretation
- Reprint book “I’ll Sting if I Can” and create audio version
- Restore flooring back to original wood in mansion
- Upgrade museum cases and display shelves
- Purchase equipment for Video Touring Area in gift shop and inside the mansion museum to entertain and enlighten tourist
- Install electricity in two gazebos
- Install courtyard garden lighting
- Sponsor traveling bookcases, exhibitions and panel shows
- Create permanent exhibits inside mansion
- Improve signage on grounds to include interpretive signage along proposed hiking trails and current points of interest
- Remodel, repair and upgrade slave house and surrounding grounds

- Remodel, repair and upgrade Freedman's school
- Create audio CD and/or video of the history of Rippavilla
- Repair cemetery fence
- Remodel, repair and upgrade Brown's Stand

### **Oversight**

Oversight of the Rippavilla Property should be vested in a commission or committee established by the City for such purpose, the oversight of which may include other historic properties at the discretion of the City (the "Oversight Committee").

In addition to its other functions, the Oversight Committee would have oversight and approval authority for all aesthetic decisions as they pertain to historical preservation and accuracy of the Rippavilla Property, including ensuring period appropriate architecture, design and materials are used on new buildings, placement of benches, signage, lighting, fencing and building, naming decisions on any portion of the Rippavilla Property, and landscaping or other modifications.

Friends may be entitled to name members of the Oversight Committee. Rippavilla Board of Directors also suggest that membership not be restricted to citizens of Spring Hill. Final determination of the Oversight Committee, its composition and its authority shall be determined by the City.

### **Allocation of Revenue/Employees**

Revenue generated by the City will accrue to the City; Revenue generated by Friends' events will accrue to Friends to be used for the historic preservation and enhancement of the Rippavilla Property. The City shall record such revenue and expenditures within the City's annual budget in accordance with State law, policies and practices.

The City shall have full and final discretion on appropriate staffing levels consistent with established City Human Resource policies and procedures, including the use of third parties.

### **Rights of Use for Friends.**

Friends would have the right to conduct events benefiting the Rippavilla Property each year without charge. Further, Friends would be entitled to conduct events benefiting the Rippavilla Property each year in the Amphitheatre without charge. Scheduling said events shall be coordinated with the appropriate City staff.

In addition to the event rights set forth above, Friends would need daily use of a dedicated office within the mansion property, the current storage area in the mansion, and use of the Excel Building for committee meetings and monthly board meetings.

The following groups currently meet at the Excel Center or otherwise utilize the Rippavilla Property; Boy Scout Troop 1855, Sons of Confederate Veterans, Nat Cheairs Chapter, Creative Writers Group, Spring Hill Quicksteps, Order of the Confederate Rose, and Rippavilla Brigade. Continued usage shall be allowed in a manner consistent with City policies regarding the utilization of City facilities by civic organizations, non-profits, clubs, etc.

**Operational Restrictions/Rights.**

The final agreement should provide that the use of firearms, including without limitation cannons, related to historic reenactments or other events that support the historic aspects of the Rippavilla Property would not be restricted. This is vital to reenactments and other events in support of the Rippavilla Property's historic story.

During reenactments and other events, animals, wagons and historically accurate tents and equipment will be permitted. Historically accurate flags will be permitted to be displayed without restriction related to historic reenactments or other events to support the historic aspects of the Rippavilla Property.

The service or sale of alcoholic beverages on the Rippavilla Property, consistent with existing laws and requirements, shall be allowed.

**Rights on Conveyance.**

In the event the City determines that it desires to convey the Rippavilla Property, the recipient must be a 501(C)(3) entity whose mission is the preservation of historic property or, if an alternative recipient is intended, the City must provide Friends a period of nine (9) months in which Friends will either determine that it will take title to the Rippavilla Property, at no cost, or Friends will identify an alternative 501(c)(3) organization that will serve as the recipient, at no cost.



THIS INSTRUMENT WAS PREPARED BY:

Julian Bibb  
Stites & Harbison PLLC  
401 Commerce Street, Suite 800  
Nashville, Tennessee 37219

**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT (“Easement”)** is hereby quitclaimed on this \_\_\_ day of \_\_\_\_\_, 2016, subject to the provisions herein contained, by **RIPPAVILLA, INC.**, a Tennessee nonprofit corporation (“**Grantor**”) to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee nonprofit corporation (“**Grantee**”), for the purpose of forever conserving the Conservation Values of the Property (both as hereinafter defined).

**W I T N E S S E T H:**

Grantor is the owner in fee simple of certain real property located in Maury County, Tennessee, consisting of approximately ninety eight and forty four one hundredths (98.44) acres and more particularly described in Exhibit A attached to and incorporated herein by this reference (the “**Property**”).

The Property is primarily open space, agricultural, and forest land. Approximately seventy three and nine tenths percent (73.9%) of soils on the Property have been classified as prime soils of local and statewide importance by the Natural Resources Conservation Service, United States Department of Agriculture. The Property meets the definition of “agricultural land” under The Agricultural, Forest and Open Space Land Act of 1976 as set forth in Tennessee Code Annotated § 67-5-1001, *et seq.* and is given special property tax treatment pursuant to such Act.

The Property possesses scenic natural beauty and is located in the midst of an area of increasing development and subdivision of land for residential and commercial purposes. The property is adjacent to a General Motors industrial plant on two sides and very close to a major divided highway interchange, the intersection of Highway 31 and Saturn Parkway. The adjacent property to the east is undergoing high density residential development and the Property lies within two (2) miles of six (6) other residential subdivisions: Jackson & Jones, Spring Meade, Beechcroft Station, Whispering Woods, Laurels at Town Center, and Rutherford Place. The Property is also adjacent to the city limit boundary and within the urban growth boundary of the City of Spring Hill.

The Property possesses outstanding scenic qualities that will provide a significant benefit to and scenic enjoyment for the general public, and can be viewed from over one thousand (1,000) feet of Highway 31, a public right of way.

The Property contains almost twenty five hundred (2,500) feet of a tributary called Johnson Branch that drains into Rutherford Creek to the south of the Property, which feeds into the Duck River. The Duck River is an integral waterway in the Lower Duck River Watershed, in which the Property lies.

The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernmental organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the “**Assessment**”). The Assessment rated the Rutherford Creek as locally significant for natural and scenic quality as well as for recreational boating. According to the Water Quality Control Board, Rutherford Creek partially supports its designated uses in some portions and fully supports its uses in other portions.

Approximately sixteen (16) acres of the Property are forested. The Tennessee Forest Resource Assessment and Strategy (June 2010) (the “**Forest Resource Assessment**”) was produced by the Tennessee Department of Agriculture’s Division of Forestry to address forest-related conditions, trends, threats and opportunities in Tennessee. The goal of the Forest Resource Assessment is to identify the highest priority areas where forest resource professionals and stakeholders can implement the most efficient and effective response to issues in those areas. The subject property is located within an area designated as a Forest Legacy Area in the Forest Resource Assessment.

The Property surrounds and forms the context for the historic house known as “Rippavilla,” a two-story brick antebellum-style plantation house with classic Greek revival architecture constructed from 1852-1855 (“**Rippavilla House**”). Rippavilla House has been listed on the National Register of Historic Places since 1977 as Property #96000773. The home was built by Nathaniel and Susan McKissack Cheairs who actually named it Rippo Villa, which was corrupted over the years to Rippavilla.

Both Rippavilla House and the Property are historically significant. During the American Civil War, the Property became a focal point in the battle of Spring Hill, Tennessee on the afternoon and night of November 29, 1864. On that day, the mansion began its function as a Confederate field hospital and served in this capacity until Confederate medical personnel evacuated the home on December 18, 1864, two days after the end of the battle of Nashville. During this time Rippavilla House and the barn sheltered wounded and casualties from both sides of the Battles of Franklin and Nashville. Upon evacuation on December 18, Federal cavalry, under General James Wilson, used the house as a barracks until the end the year.

The most noteworthy event that occurred in Rippavilla House during the Middle Tennessee Campaign was a Council of War Breakfast the morning of November 30, 1864 between Confederate Generals Nathan Bedford Forrest and John Bell Hood. Governor Isham Harris of Tennessee was also in attendance. After learning that General John McAllister Schofield and his Union troops had safely escaped the Confederate forces encamped on and around Rippavilla, Hood ordered his commanding officers to convene at Rippavilla for a breakfast meeting before moving northward chasing the Union Army.

During the Council of War Breakfast, hosted by the Cheairs (the original homeowners) and held in the back parlor according to personal accounts, Hood blamed everyone for the Union’s successful trek through the Confederate road blocks. After a short but heated meeting,

Hood, Forrest and the others continued on to Franklin where one of the bloodiest battles of the Civil War ensued.

The field on the immediate north side of the Property, now owned by the Civil War Preservation Trust, was originally part of the Cheairs plantation. This eighty plus acre site was the scene of one of the closing actions of the Battle of Spring Hill; it was here as the Federal Army retreated down the Nashville Highway. Men of the 26th Ohio held off General William Brimage Bate's Confederate Division of the Army of Tennessee about two hundred yards from the main line of retreat on the Nashville Highway. Out of ammunition and about to be overrun by a much larger Confederate force, the demise of the 26th Ohio looked certain, when Bate received orders from General Frank Cheatham to break off his attack and move towards the right shoulder of Federal General Cleburne's division along Rally Hill Pike. The Ohio men, saved, moved to the highway and joined the retreat towards Nashville.

The Battle of Spring Hill has been listed as having a preservation priority of I.3 (Class B) by the National Park Service's American Battlefield Protection Program, which means that the battlefield has good or fair integrity, but is also listed as having a moderate to high threat of destruction and is in critical need of coordinated action.

The open space use of the Property is consistent with public and private programs for conservation and protection of open space for nearby properties. The Property is directly adjacent to a parcel, originally part of the Rippavilla Plantation, that is owned and protected by the Civil War Preservation Trust. The Property is also within ten (10) miles of nineteen (19) other properties protected with conservation easements held by the Grantee and four (4) publically accessible protected properties including Yanahli Wildlife Management Area, Columbia Greenway, James K. Polk State Historic Area, and the Natchez Trace Parkway.

The agricultural, forest, open space, watershed protection, historic, and scenic characteristics of the Property, and its current use and state of improvement, are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "**Report**"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that, under the perpetual stewardship of Grantee, the agricultural, forest, open space, watershed protection, historic, and scenic values of the Property will be conserved and maintained forever and that the uses of the Property that are inconsistent with these conservation purposes will be prevented.

The granting of this Easement is intended to comply with the requirements of The Conservation Easement Act of 1981, Tennessee Code Annotated ("**T.C.A.**") § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements. Specifically, the Easement's "limitations and affirmative obligations are intended to preserve, maintain or enhance the present condition, use or natural beauty of the land, the open-space value, the air or water quality, the agricultural, forest, recreational, geological, biological, historic, architectural, archaeological, cultural or scenic resources of" the Property.

The agricultural, forest, open space, watershed protection, historic, and scenic values of the Property are collectively referred to herein as the “**Conservation Values**” of the Property.

The Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

The granting of this Easement will also serve the following “conservation purposes” (together with the Conservation Values, the “**Conservation Purposes**”) as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”):

The preservation of open space, including farmland and forest land, pursuant to the following clearly delineated governmental conservation and preservation policies, yielding a significant public benefit:

-- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, whose purpose is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, local government and private programs and policies to protect farmland”; and

-- The Agricultural, Forest and Open Space Land Act of 1976 as set forth in T.C.A. § 67-5-1001, *et seq.*, which states in § 67-5-1002 that “The general assembly finds that: . . . (2) [t]he preservation of open space in or near urban areas contributes to . . . the conservation of natural resources, water, air, and wildlife . . . [and] preservation of land in an open condition for the general welfare” . . . and “(3) Many prime agricultural and forest lands in Tennessee . . . are being permanently lost for any agricultural purposes and that these lands constitute important economic, physical, social and esthetic assets to the surrounding lands and to the people of Tennessee;” and

-- The Conservation Easement Act of 1981, T.C.A. § 66-9-301, *et seq.*, as amended, which permits the creation of conservation easements.

The current use of the Property is consistent with the conservation purposes of this Easement.

Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, and is a qualified “Holder” under T.C.A. § 66-9-303(3)(B), whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

Grantor owns the entire fee simple interest in the Property, including the entire mineral estate, subject to those easements or covenants as may affect the Property. On the Property, but excluded from the legal description, is a family graveyard of 1/16<sup>th</sup> acre with right of ingress and egress and recorded in Book 152, Page 472 of the Register’s Office of Maury County.

**NOW, THEREFORE,** for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be conserved and retained forever predominantly in its natural, scenic, agricultural and/or open space condition consistent with the actual or potential use of the Property as a public park and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities, including without limitation farming, as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein.

3. Definitions. As used in this Easement, the term “**Grantor**” includes the original Grantor, its successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term “**Grantee**” includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein.

5. Grantee’s Permission. If the consent of Grantee is required for the construction of any structure or the taking of any other action on the Property, Grantor shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin such construction or activity without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction or activity complies with the terms and intent of this Easement. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee’s sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond in writing after it receives all required documentation for the proposed construction or activity. If Grantee fails to respond in writing to Grantor’s first request

within thirty (30) days after it receives all required documentation for the proposed construction or activity, Grantor may give Grantee a subsequent written notice that Grantor has not received a response from Grantee with respect to such request. If Grantee fails to respond in writing to such subsequent written notice within thirty (30) days after Grantee receives such subsequent written notice, Grantee's consent to the proposed construction or activity shall be deemed to have been given.

6. Rippavilla Deed Restrictions. The Property is subject to the provisions of several deeds of record, which limit the use of the Property and impose restrictions and prohibitions designed to preserve the character of the Property.

(a) Nature of Restrictions. The deeds have imposed the following restrictions and instructions relative to the Property (collectively, the "**Rippavilla Deed Restrictions**"):

(i) There shall be "no mobile home or any temporary form of residential dwelling may be placed or constructed on the [P]roperty"(Book 11, Page 419, Register's Office of Maury County); and

(ii) The Property shall only be used as "an historic site (including, but not limited to, farming) and for recreational purposes associated with, and consistent with, historic preservation, including rental of, or fund raising at, the Property in support of 501(c)(3) activities and consistent with the historic site" (Book R2082, Page 1487, Register's Office of Maury County); and

(iii) the Property shall not be used for "the sales of alcoholic beverages for off-premises consumption, an off-track betting business, casino or other gambling establishment or any establishment offering the provision of goods, services, or amusements from which minors would customarily be excluded because of the sexually explicit nature thereof or for any other reason, such as adult book stores, massage parlors, brothels, public or private bathhouses, escort services, adult movie theaters, adult video or movie arcades or other establishments which display adult movies or adult video recordings, or establishments which display erotic, strip, nude or semi-nude dancers" (R2082, Page 1487, Register's Office of Maury County); and

(iv) The Property shall not be used for "a child-care center, pre-school or other type of business that provides child-care or pre-school services" (R2082, Page 1487, Register's Office of Maury County).

(b) Grantee does not by this Easement accept the obligation of enforcing the Rippavilla Deed Restrictions, except to the extent that the restrictions set forth in this Easement encompass the Rippavilla Deed Restrictions. Grantee recognizes that the Property is subject to the Rippavilla Deed Restrictions and their enforcement. Notwithstanding the foregoing, Grantee shall have the right but not the obligation to enforce the Rippavilla Deed Restrictions in Grantee's discretion. Further, Grantee may join with Grantor in any action to enforce the Rippavilla Deed Restrictions.

7. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those existing on the date of this Easement and those permitted by this Section 7 or other provisions of this Easement, is prohibited.

(b) Permitted Structures. The following structures are permitted on the Property:

(i) Rippavilla House. Rippavilla House, as it currently exists on the Property, may be maintained, improved, and repaired subject to the following conditions:

(a) No exterior alteration or reconstruction of the House shall proceed without the prior written consent of the Grantee in accordance with Section 5 of this Easement. In determining whether to grant consent, Grantee shall consider the historic character of the House to ensure that Grantor's plans do not disrupt such historic character.

(b) No provision of this Easement restricting the appearance of the House or requiring the consent of Grantee shall be deemed to apply to interior renovations or improvements.

(ii) Building Envelope A. Grantor reserves the right to establish on the Property an L-shaped area no more than ten (10) acres in size that encompasses Rippavilla House ("**Building Envelope A**"). Building Envelope A shall have boundaries as shown on Exhibit B of this Easement, attached to and incorporated herein. Grantor may construct within Building Envelope A reasonable structures appurtenant to the residential, agricultural, or public use of Rippavilla House including permeable parking areas. Prior to any construction of new structures within Building Envelope A, the following provisions shall be met:

(a) Grantor shall cause Building Envelope A to be delineated, staked, and surveyed by a registered land surveyor; and

(b) The exact and final location of the Building Envelope A shall be subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement; and

(c) An addendum to this Easement shall be executed in form and substance acceptable to Grantee, which addendum shall define the location of Building Envelope A by a metes and bounds survey description; and

(d) Building Envelope A, and all roads or driveways providing access thereto, must not unreasonably interfere with the Conservation Values of the Property; and

(e) Building Envelope A must not intrude on the Buffer Zone as defined in Section 15.

(iii) Building Envelope B. Grantor reserves the right to establish on the Property an area no more than one and one half (1.5) acres in size that encompasses the coordinates 35.730313, -86.942296 as established by a global positioning system or other means (the “**Building Envelope B**”). Building Envelope B shall have boundaries as shown on Exhibit B of this Easement. Grantor may construct within Building Envelope B reasonable structures related to the agricultural, historic or public use of the Property including permeable parking areas. Prior to any construction of new structures within Building Envelope B, the following provisions shall be met:

(a) Grantor shall cause Building Envelope B to be delineated, staked, and surveyed by a registered land surveyor; and

(b) The exact and final location of the Building Envelope B shall be subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement; and

(c) An addendum to this Easement shall be executed in form and substance acceptable to Grantee, which addendum shall define the location of Building Envelope B by a metes and bounds survey description; and

(d) Building Envelope B, and all roads or driveways providing access thereto, must not unreasonably interfere with the Conservation Values of the Property; and

(e) Building Envelope B must not intrude on the Buffer Zone as defined in Section 15.

(iv) Agricultural Structures. Grantor may maintain, construct, repair and replace or demolish structures on the Property used or to be used primarily for agricultural purposes and limited in use to the care, storage, processing or sale of livestock or other farm products predominantly raised or grown on the Property and the storage of material and equipment used or useful for such purposes and for other purposes related to the permitted use of the Property (each such structure being hereinafter referred to as an “**Agricultural Structure**”). New Agricultural Structures may be constructed on the Property within Building Envelope A or Building Envelope B (collectively, the “**Building Envelopes**”) without further permission from Grantee or outside the Building Envelopes with prior written consent of Grantee, in accordance with Section 5 of this Easement. No Agricultural Structure may be constructed within the Buffer Zone, as hereinafter defined in Section 15.

(v) Recreational Structures. Golf courses, athletic fields and paved airstrips are strictly prohibited. Picnic shelters, park swings, park benches, gazebos, barbecue pits, grills, playgrounds, bridges, trails, paths, benches,

informational kiosks, fitness trails, or other low impact recreational improvements utilized to enjoy the scenic beauty of the Property may be built for the recreational enjoyment of Grantor and Grantor's guests inside the Building Envelopes without Grantee's consent. Except for recreational structures that require a concrete, cement, or other type of foundation for construction, installation or erection, Grantor may construct, install, or erect recreational structures on the Property (excluding any areas described in Section 15) without Grantee's consent. Grantor shall obtain Grantee's prior written permission, in accordance with Section 5 of this Easement, to construct, install, or erect any such recreational structure that requires a concrete, cement, or other type of foundation for construction, installation or erection outside the Building Envelopes. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

(c) Historic Sites. There are currently existing on the Property an historic graveyard (the "**Graveyard**") and an original slave cabin (the "**Slave Cabin**") located at the following coordinated, as established by a global positioning system or other means, respectively: 35.726410, -86.943277 and 35.728496, -86.942290. The Graveyard and the Slave Cabin may be maintained, repaired and preserved, however, neither the Graveyard nor the Slave Cabin may ever be removed, destroyed, relocated, or changed in such a way as to disrupt the historical significance or nature of the site.

(d) Greenway. Grantor retains the right to create a greenway trail (a "**Greenway**") for the purpose of walking and bicycling through the Property in order to enjoy the scenic beauty and other Conservation Values of the Property. Some portions of the Greenway may be paved in order to comply with the Americans with Disabilities Act. The width of the Greenway shall not exceed ten (10) feet. Prior to construction of the Greenway, Grantor shall secure the prior written approval of the Grantee in accordance with Section 5 of this Easement.

(e) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

(f) Clearing of Trees. Notwithstanding the other provisions of this Easement, neither the replacement nor the construction of any Agricultural Structure shall require the clearing and removal of any more trees than necessary for the reasonable construction of such Agricultural Structure.

(g) Energy Producing Structures. Nothing in the Easement shall be deemed to prohibit the establishment on the Property of alternative energy sources, including without limitation equipment for the generation of solar power, geothermal power or hydroelectric power (collectively, "**Energy Production Facilities**"), subject to the following conditions:

(i) Energy Production Facilities, such as detached or roof-top solar arrays, may be built within the Building Envelopes, without further permission from Grantee. Roof-top solar arrays may also be constructed on any existing

structure outside the Building Envelopes without further permission from Grantee.

(ii) Grantor retains the right to construct Energy Production Facilities outside of the Building Envelopes subject to the following conditions:

(a) The construction or installation of any structure or facility is subject to the prior written approval of Grantee, in accordance with Section 5 of this Easement. As part of the approval process, Grantor must provide a plan that describes the siting, height, impact, location of structures and distribution facilities and other information required by Grantee.

(b) The Energy Production Facilities may not impact the surface of more than one percent (1%) of the Property.

(iii) Notwithstanding the foregoing, the construction, use, maintenance, repair and replacement of wind turbines for the generation of wind energy anywhere on the Property shall not be permitted.

(iv) All energy production plans, construction and distribution contracts and other agreements must be made expressly subordinate to this Easement.

(v) No Energy Production Facility, or housings, wires, conduits or other equipment servicing such Energy Production Facility, shall adversely impact the Conservation Values of this Easement.

8. Subdivision. Regardless of whether the Property is currently composed of one (1) or more contiguous or noncontiguous tax parcels, the Property shall be considered as one parcel for the purposes of this Easement and shall be retained in common ownership as though a single legal parcel. The subdivision of the Property, whether by physical or legal process, is prohibited. Any such subdivision of the Property, recording of a subdivision plan, partition of the Property, or any attempt to divide the Property without permission of the Grantee is prohibited. Without limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. Subject to the foregoing, the Property may be transferred, encumbered, mortgaged or conveyed, or leased in whole or in part, and the provisions of this Easement shall continue to encumber the Property. Nothing in this Section shall be construed to prohibit the leasing of all or a portion of the Property, subject to the restrictions of this Easement.

9. Utility Services and Septic System. Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved either within or outside any Homestead Area, provided, however, that such fields should be maintained in a natural visual condition to the maximum extent possible and may not, in any event, detract from the Conservation Values of the Easement.

10. Right to Use Property for Agricultural Production. Grantor retains the right to use the Property for agricultural production, or to permit others to use the Property for agricultural production, in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property.

As used herein, “agricultural production” shall mean the production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) crops commonly found in the community surrounding the Property;
- (b) field crops, including, without limitation, pumpkins, corn, wheat, oats, rye, barley, hay, potatoes, cotton, soybeans, tobacco, herbs and dry beans;
- (c) fruits, including, without limitation, vineyards or orchards for apples, peaches, grapes, cherries, nuts and berries;
- (d) vegetables, including, without limitation, lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms;
- (e) horticultural specialties, including, without limitation, sod, seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers;
- (f) livestock and livestock products, including, without limitation, dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fowl, fur bearing animals, bees, milk and other dairy products, eggs;
- (g) timber, wood, and other products derived from trees; and
- (h) aquatic plants and animals and their byproducts.

11. Agricultural Operations and Conservation Practices. (a) All agricultural operations on the Property (whether pertaining to crops, livestock, tree farming or otherwise), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with “**Best Management Practices**,” as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located. All agricultural operations of the Property shall be conducted in a manner consistent with a conservation plan prepared by a governmental agency such as the U.S. Dept. of Agriculture, Natural Resources Conservation Service, or their successors, or by a qualified conservation professional approved by Grantee. Such conservation plan shall be updated (a) from time-to-time as may be necessary to preserve the Conservation Values of the Property; (b) at any time the basic agricultural operations on the Property materially change; and/or (c) at any time the ownership of the Property changes. The current agricultural use of the Property is consistent with the conservation purposes of this Easement, and nothing set forth in this Easement shall be deemed to prohibit the current use of the Property.

- (b) On the Property, there shall be no:
  - (i) high-density feed lots, including structures, whether for cattle, pigs, chickens or other animals;
  - (ii) commercial slaughter or animal-processing activities; or
  - (iii) industrial activities or operations,

all of which are strictly prohibited.

(c) Subject to the provisions of Section 15 of this Easement, and provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

(d) Grantor retains the right to use the Property for otherwise lawful and customary rural enterprises consistent with the agricultural nature of the Property, including without limitation processing, packaging and marketing farm products predominantly produced on the Property, repair of farm machinery for the permitted timber activities set forth in Section 12 of this Easement, and agritourism activities.

## 12. Forestry Activities.

(a) All future forestry activities, if any, on the Property shall be conducted in accordance with a forest management plan that addresses forest habitat protection and watershed conservation, including without limitation preservation of the Buffer Zone established under Section 15 of this Easement. Such forest management plan shall be developed and prepared by Grantor in conjunction with the Tennessee Division of Forestry or forestry professional, who shall also ensure the proper implementation of the plan as written. Such plan shall provide for the maintenance or enhancement of the conservation values of the property. Prior to implementation of the plan or commencement of any forestry activities, Grantor must secure the written approval of Grantee, in accordance with Section 5 of this Easement. Grantor shall ensure the preparation and periodic updating of the forest management plan provided for in this Section 12; and such updates shall be developed and prepared in conjunction with the Tennessee Division of Forestry or forestry professional, and shall be submitted to the Grantee for written approval, in accordance with Section 5 of this Easement. Notwithstanding the foregoing, Grantor shall be permitted to (i) remove, harvest or cut dead and diseased trees, (ii) remove trees that pose a threat of personal injury or property damage, (iii) cut wood for use on the Property, including firewood and the construction of fences or buildings, (iv) cut trees to create firebreaks or to prevent the spread of disease or insect outbreak, (v) remove invasive exotic species such as privet, tree of heaven etc., and (vi) create food plots, openings and brush piles for wildlife habitat enhancement subject to a wildlife management plan prepared by Grantor in conjunction with a biologist or other similar professional.

(b) The cutting, removal or harvesting of trees, including commercial timber harvesting, may be undertaken only if consistent with the forest management plan described above and shall be supervised in conjunction with the Tennessee Division of Forestry or forestry professional approved by Grantee. All timber harvesting shall be consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by appropriate governmental or educational institutions for timber harvesting, and in a manner not wasteful of soil resources or detrimental to water quality, wildlife habitat, or watershed conservation. Nothing set forth in the Easement shall be deemed to prohibit the clearing of trees for agricultural purposes, consistent with Best Management Practices.

(c) The removal of timber shall in any event comply with the provisions of Section 15 of this Easement regarding the Buffer Zone, as hereinafter defined.

13. Mining.

(a) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited, except that Grantor shall have the right to grade and extract soil, sand, gravel or rock from the Property on a limited basis, solely for and/or in connection with the agricultural operations being conducted on the Property, without the necessity of obtaining the prior written consent of Grantee thereto. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

(b) To the extent permitted under Section 170(h)(5) of the Code and applicable Treasury Regulations, Grantor may remove soil, sand and gravel for construction and maintenance of farm roads or other improvements or driveways on the Property as permitted by the Easement, subject to the following conditions:

(i) Said removal is (a) limited and localized in impact, affecting no more than one (1) acre of the Property in the aggregate at any one time; (b) not taken from land within the 100 year flood plain or any Buffer Zone, as hereinafter defined in Section 15 of this Easement; and (c) not irretrievably destructive of significant conservation interests;

(ii) Grantor shall use all practical means to mitigate any adverse effect of the Conservation Values of the Property in carrying out said permitted extractive activities; and

(iii) Upon completion of said activities, Grantor shall promptly restore any portion of the Property affected to as near as possible to its condition existing prior to the activity.

14. Road and Farm Road Construction. Although no public roads shall be constructed on the Property, farm roads may hereafter be constructed on the Property where needed to conduct agricultural operations on the Property (such as the loading and unloading of grain, supplies, livestock etc.) or to provide access to the House and Agricultural Structures. Farm roads on the Property shall be graveled or consist of other permeable surfaces, except that the existing roadway providing access to the House may be maintained. Such farm roads

hereafter constructed on the Property shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such farm road, Grantor shall notify Grantee of Grantor's intended construction of the farm road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

15. Buffer Zone. There is hereby established on the Property a riparian buffer zone (the "**Buffer Zone**") consisting of an area twenty five feet (25') from the top of bank of Johnson Branch, as such bank may be altered from time to time. In order to preserve water quality and wildlife habitat, Grantor shall allow the Buffer Zone to remain in or return to its natural and undisturbed state, but may make such improvements as will improve the banks, watercourses or water quality within the Buffer Zone. Trees within the Buffer Zone may be cut but only if done in accordance with Best Management Practices referred to in Section 11 and the conservation plan described in Section 12. The use of pesticides, the clearing of land, or the alteration of banks within the Buffer Zone shall be accomplished only after the written consent of Grantee has been obtained pursuant to the provisions of Section 5 of this Easement. No Agricultural Structure may be built within the Buffer Zone. Nothing in this Section shall be deemed to prevent water crossings as necessary for permitted driveways and farm roads.

16. Recreational, Educational, and Open Space Purposes.

(a) Grantor retains the right to use the Property for lawful low-impact recreational uses including, but not limited to, hunting, fishing, camping, hiking, cycling, horseback riding, picnics, social events, vintage baseball, civil war era recreations, farm tours, nature interpretation and other educational programs (including the creation of limited, unpaved hiking and horseback trails). These recreational uses shall not involve permanent improvements or structures except for those permitted under Section 7(b). Grantor also retains the right to place trail markers, signage, benches, emergency communication boxes, educational plaques and other small signs describing the Property and its Conservation Values on the Property so long as in the reasonable opinion of Grantee, the type and kind of signage or marker, the size thereof, and the location thereof do not adversely affect the Conservation Values of the Property. The intentional introduction of wild hogs or other exotic game animals into the Property is strictly prohibited. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

(b) In the event that the Property is owned by a governmental entity or by a charitable organization qualifying under § 501(c)(3) of the Code, or any similar qualifying provision, the charter of which specifies that the organization exists for the purpose of education, research, or for the administration of public open space or non-commercial public recreation (each a "**Qualifying Entity**"), before undertaking any activities on the Property, the Qualifying Entity shall prepare a Property and facilities management plan (a "**Master Plan**") and shall secure the written approval of Grantee for the Master Plan in accordance with Section 5 of this Easement. Any proposed Master Plan shall be consistent with the terms of this Easement and shall not contravene the Conservation Values protected under this Easement. Further restrictions include:

(i) An approved Master Plan may be amended from time to time, however, any significant deviation from the Master Plan as initially presented to the Grantee shall require the prior written approval of the Grantee in accordance with Section of this Easement.

(ii) A Master Plan shall identify the objectives for use of the Property, the proposed educational, open space, and recreation uses, a map or maps showing the location of such uses, the administrative entity that will provide day-to-day management and oversight of these uses, guidelines for limiting the impact of such uses on the Conservation Values of the Property.

(iii) A Qualifying Entity may use any existing or allowable structure under Section 7(b) of this Easement so long as the structure's use is in accordance with the educational, open space, or public recreation purposes of the Property and specified within the Master Plan. Within the Building Envelopes, a Qualifying Entity may also construct reasonable structures related to the educational, open space, or public recreation purposes of the Property.

(iv) A Qualifying Entity may erect small educational and directional signs on the Property and may use the Property for all of the low-impact recreational uses specified above in this Section 16.

(v) A Qualifying Entity may conduct community events on the Property provided that such events are described as to type and maximum number of participants in the Master Plan, along with measures to ensure that community events do not adversely affect the Conservation Values of the Property.

17. Prohibited Uses. The following improvements and uses are specifically prohibited on the Property:

(a) stadiums; arenas; race tracks; commercial uses other than those specifically permitted by this Easement;

(b) overhead transmission lines or towers, including but not limited to cellular and water towers;

(c) use of motorized vehicles on the unpaved paths and trails of the Property except for maintenance, operation and management of the Property;

(d) commercial, industrial, residential, or other real estate development;

(e) manufacturing and industrial uses;

(f) commercial mining or drilling activities;

(g) residential uses of the Property (including residential development, home sites, hotel and motel uses, apartments, and similar residential uses); except that Rippavilla House may be used for residential purposes (including both the ownership and tenant use thereof) so long as the owner or tenant consists of a single family unit;

(h) dumping of garbage, trash, or building materials, provided, however, that this prohibition shall not apply to (i) lawful temporary disposal of waste resulting from daily operations on the Property (dumpsters, etc.) or (ii) lawful temporary disposal of products as part of a recycling or recovery operation established for the purpose of environmental preservation and protection (mulch recycling, cardboard, metal, glass and paper recycling, etc.);

(i) zoos;

(j) permanent fairgrounds or amusement parks;

(k) billboards or commercial advertising, except for temporary signs for marketing of special events and concessions and organizations which manage all or part of the park;

(l) schools, colleges or libraries; provided, however, that non-public schools or libraries associated with the preservation of the Property's historic character or the promotion of historic preservation in general shall be permitted;

(m) hospitals or medical facilities (other than fitness-related facilities);

(n) government offices, jails, or town halls; provided, however, that if the Property is owned by a governmental entity, nothing in this section shall be deemed to prohibit such entity from maintaining an office directly supportive of management or maintenance of the Property;

(o) activities which cause significant erosion or pollution or damage to park improvements; and

(p) any other use or activity inconsistent with the purpose of this Easement or which significantly impair the Conservation Values of the Property.

18. Development Rights. Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described.

19. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must be disposed of in accordance with prudent agricultural practices and shall not be kept in an unsanitary condition or other way that materially diminishes the Conservation Values of the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Any other trash or refuse shall not be accumulated or dumped on the Property but must be disposed of in accordance with applicable government laws and regulations.

20. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to lease, sell, encumber or otherwise transfer the Property, and to grant easements over and through the Property to anyone Grantor chooses, provided that any such action shall be in accordance with terms of this Easement. Without limiting any of the foregoing, and provided that events or activities do not conflict with the express terms of this Easement, including Section 17 of this Easement, and do not negatively impact the Conservation Values of the Property, Grantor or Grantor's designee shall be permitted to:

(a) Hold events on the Property in support of nonprofit fundraising or the recreational opportunities on the Property, including without limitation:

(i) parties, weddings, receptions and other social events for which compensation may be paid; and

(ii) festivals including the sale of food and alcoholic beverages or products, including without limitation festivals similar in nature to festivals currently held on the Property;

(iii) meetings of nonprofit or other groups within the buildings located on the Property;

(iv) live musical or theatrical performances, and

(v) athletic events including but not limited to distance runs and vintage baseball.

(b) Conduct activities in support of the historic assets associated with the Property, including without limitation:

(i) historic reenactments,

(ii) conducting tours and special events; and

(iii) running a gift shop.

21. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage. If Grantor is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property as a result of a deliberate act of Grantee or any of its agents that is determined by a court to be the sole cause of the injury or damage, Grantee shall indemnify and reimburse Grantor for these payments, as well as for reasonable attorneys' fees and other expenses of defending Grantor. Notwithstanding the foregoing, if the Property is transferred to a governmental entity, the foregoing indemnity obligations shall be limited in accordance with applicable law.

22. Enforcement.

(a) Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 22. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action.

(b) Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 29 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 22 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this Section 22.

(c) If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation.

(d) In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (i) monetary

damages, including damages for the loss of the Conservation Values protected by the Easement; (ii) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity. Said remedies shall be cumulative.

(e) All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor without setoff, deduction, defense, abatement, suspension, deferment, or reduction; provided, however, that if a court finds that no violation has occurred, each party shall bear its own costs. Grantor expressly agrees that Grantee shall have, is hereby granted, and shall be entitled to record a lien against the Property for any unpaid damages or costs of enforcement.

(f) The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. Forbearance by Grantee to exercise any of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Grantor expressly authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described above. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any acts of nature or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

### 23. Transfer of Easement.

(a) If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a "**qualified organization**" under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 23, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

(b) Upon such transfer pursuant to this Section 23, all records, plans and documents with respect to the conservation easement and the Property in Grantee's

possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

24. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement and recite that the Property is subject to this Easement. The failure of Grantor to so notify Grantee shall not impair Grantor's right to transfer the Property. After such transfer, the transferring party shall thereafter have no rights or interest in this Easement, and shall have no liability for any violations of this Easement occurring after the effective date of such transfer, but such transfer shall not affect the continued obligation of any party for matters arising prior to such transfer.

25. Effectiveness of Easement; Amendments. This Easement shall be effective upon execution and enforceable against third parties from and after the time it is recorded with the Register's Office of the county in which the Property is located. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any such amendment shall be effective and enforceable as to third parties from and after the time that such amendment is recorded with the Register's Office of the county in which the Property is located.

26. Condemnation and Extinguishment.

(a) Extinguishment. This Easement may be extinguished only by condemnation, as described below in subparagraph (b), or under the following circumstances:

(i) An unexpected change to the conditions surrounding the Property has arisen (including, without limitation, a condemnation);

(ii) Such unexpected change can make impossible or impractical the use of the property for the Conservation Purposes;

(iii) This easement is extinguished by judicial proceeding; and

(iv) The proceeds from a subsequent sale or exchange of the Property are used by Grantee in a manner consistent with the Conservation Purposes.

(b) Condemnation. If condemnation of a part of the Property or of the entire Property by a public authority renders it impossible to fulfill any of the Conservation Purposes, as determined by Grantee in the exercise of its discretion, the Easement may be terminated through condemnation proceedings, and Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. If the Easement is terminated and the Property is sold or taken for public use, then Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the fair market value of the Easement to the fair market value of the Property unencumbered

by the Easement, as these values are determined as set forth below on the date of this Easement.

(c) **Proceeds.** The parties hereby stipulate and agree that the granting of this Easement gives rise to a property right immediately vested in Grantee. The parties further stipulate and agree that the property right granted to Grantee herein has a fair market value, as of the date hereof, that is at least equal to the proportionate value that this Easement, as of the date hereof, bears to the value of the Property as a whole as of the date hereof (the “**Easement FMV**”). The ratio of the Easement FMV to the fair market value of the Property as a whole as of the date hereof shall be referred to as the “**Proportionate Share.**” Accordingly, at the time of any subsequent sale, exchange, condemnation, or involuntary conversion of the Property, the Grantee is entitled to a portion of the proceeds at least equal to Proportionate Share of the total proceeds, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of this Easement.

27. **Interpretation; Captions; Severability.** This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term, paragraph or section contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

28. **Perpetual Duration.** The Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

29. **Notices.** Any notices required by this Easement shall be in writing and shall be personally delivered or sent by overnight courier, such as Federal Express, or first class mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Rippavilla Plantation, Inc.  
P.O. Box 1169  
Spring Hill, TN 37174  
Attention: Pam Perdue

With a copy to: Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
Attention: J. Bryan Echols, Esq.

To Grantee: The Land Trust for Tennessee, Inc.  
209 10<sup>th</sup> Avenue South, Suite 327  
Nashville, Tennessee 37203

With a copy to: Stites & Harbison PLLC  
401 Commerce Street, Suite 800  
Nashville, Tennessee 37219  
Attention: Julian Bibb, Esq.

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder. Notice shall be deemed to be received upon delivery to recipient, as evidenced by return receipt, overnight courier confirmation, or signed hand delivery confirmation or refusal to accept a proper delivery attempt.

30. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property in violation of federal, state or local laws, statutes, regulations or ordinances, or the Property's use as a landfill or dump, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump, or violation of any federal, state or local environmental laws. Notwithstanding the foregoing, Grantor shall have no obligation to defend or indemnify Grantee against litigation, claims, demands, penalties, damages, or attorneys' fees arising out of or with respect to releases of hazardous substances or wastes caused by Grantee or any of its agents.

31. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement. On the date of this Easement and of its recording in the Register's Office for the county in which the Property is located, the Property and the Easement shall be free of or superior in priority to any deed of trust, mortgage or lien.

32. Acceptance. As evidenced by the signature of Grantee's duly authorized officer affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

33. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

34. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

35. Grantor's Representations. Grantor represents, warrants and covenants to and with Grantee as follows

(a) Grantor is a nonprofit corporation, duly organized and validly existing under the laws of the State of Tennessee.

(b) The execution and delivery of this Easement, and the performance of Grantor's obligations under this Easement, have been duly authorized by all requisite company action, and are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Grantor is a party, any judicial order or judgment of any nature by which Grantor is bound, or the organizational documents of Grantor.

**[COUNTERPART EXECUTION PAGES FOLLOW]**

**CONSERVATION EASEMENT**  
**COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

**GRANTOR:**

RIPPAVILLA PLANTATION, INC.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_)

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said State and County, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ executed the within instrument for the purposes therein contained, and who further acknowledged that \_\_\_\_\_ is the \_\_\_\_\_ of the maker, RIPPAVILLA PLANTATION, INC., and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONSERVATION EASEMENT**  
**COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

**GRANTEE:**

THE LAND TRUST FOR TENNESSEE,  
INC., a Tennessee nonprofit corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_)

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said State and County, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ executed the within instrument for the purposes therein contained, and who further acknowledged that \_\_\_\_\_ is the \_\_\_\_\_ of the maker, THE LAND TRUST FOR TENNESSEE, INC., and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand and seal, at Office in \_\_\_\_\_, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE            )  
                                                  )  
COUNTY OF \_\_\_\_\_)

The actual consideration for this transfer is **NONE**.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### PROPERTY DESCRIPTION

A tract of land located in the 3<sup>d</sup> Civil District of Maury County, Tennessee. A portion of Parcel 11 shown on Tax Map 42 (now known as Parcel 09.00 on Tax Map 29), Tax Assessors Office of Maury County, Tennessee. Bounded on the west by Nashville Highway (US 31), on the north and south by the remaining property of Maury County Industrial Development Board, and on the east by Don Adams, Co-Trustees (1204/125), and being more particularly described as follows:

Beginning at an iron pin found at the north west corner of the property herein described, Tennessee State Plane Coordinate (North: 510,166.2, East: 1,684,596.1) ;

Thence with the southerly margin of Nashville Highway, North 40°25'58" East a distance of 323.84' to a concrete monument found;

Thence with the same, North 46°38'55" West a distance of 9.09' to an iron pin found;

Thence with the same, North 43°21'53" East a distance of 296.51' to an iron pin found;

Thence with the same, North 47°02'06" East a distance of 412.96' to an iron pin set;

Thence with the same, North 50°15'23" East a distance of 1.37' to an iron pin set;

Thence severing the original tract, South 32°23'24" East a distance of 322.36' to an iron pin set;

Thence South 41°03'46" East a distance of 157.02' to an iron pin set;

Thence South 37°21'05" East a distance of 236.67' to an iron pin set;

Thence South 41°25'34" East a distance of 659.31' to an iron pin set;

Thence North 74°39'33" East a distance of 623.86' to an iron pin set;

Thence South 86°03'29" East a distance of 867.30' to an iron pin set;

Thence South 84°36'12" East a distance of 633.49' to an iron pin found;

Thence North 79°18'56" East a distance of 108.26' to an iron pin set;

Thence North 31°48'46" East a distance of 119.28' to an iron pin set;

Thence South 61°47'47" East a distance of 146.69' to an iron pin set;

Thence North 89°55'04" East a distance of 419.46' to an iron pin set;

Thence South 04°50'12" West a distance of 1104.47' to an iron pin set;

Thence North 86°48'56" West a distance of 232.74' to an iron pin set;

Thence South 11°24'08" West a distance of 517.23' to an iron pin set;

Thence South 89°21'31" West a distance of 447.81' to an iron pin set;

Thence South 07°31'06" West a distance of 247.54' to an iron pin set;

Thence North 86°21'25" West a distance of 447.45' to an iron pin set;

Thence North 03°48'04" East a distance of 306.39' to an iron pin set;

Thence North 72°37'32" East a distance of 240.81' to an iron pin set;

Thence North 40°06'18" East a distance of 324.08' to an iron pin set;

Thence North 08°40'34" East a distance of 312.21' to an iron pin set;

Thence North 82°50'47" West a distance of 1207.69' to an iron pin set;

Thence North 87°57'47" West a distance of 1366.49' to an iron pin set;

Thence North 46°52'54" West a distance of 1327.59' to the point of beginning, having an area of 4,287,898 square feet, 98.44 acres.

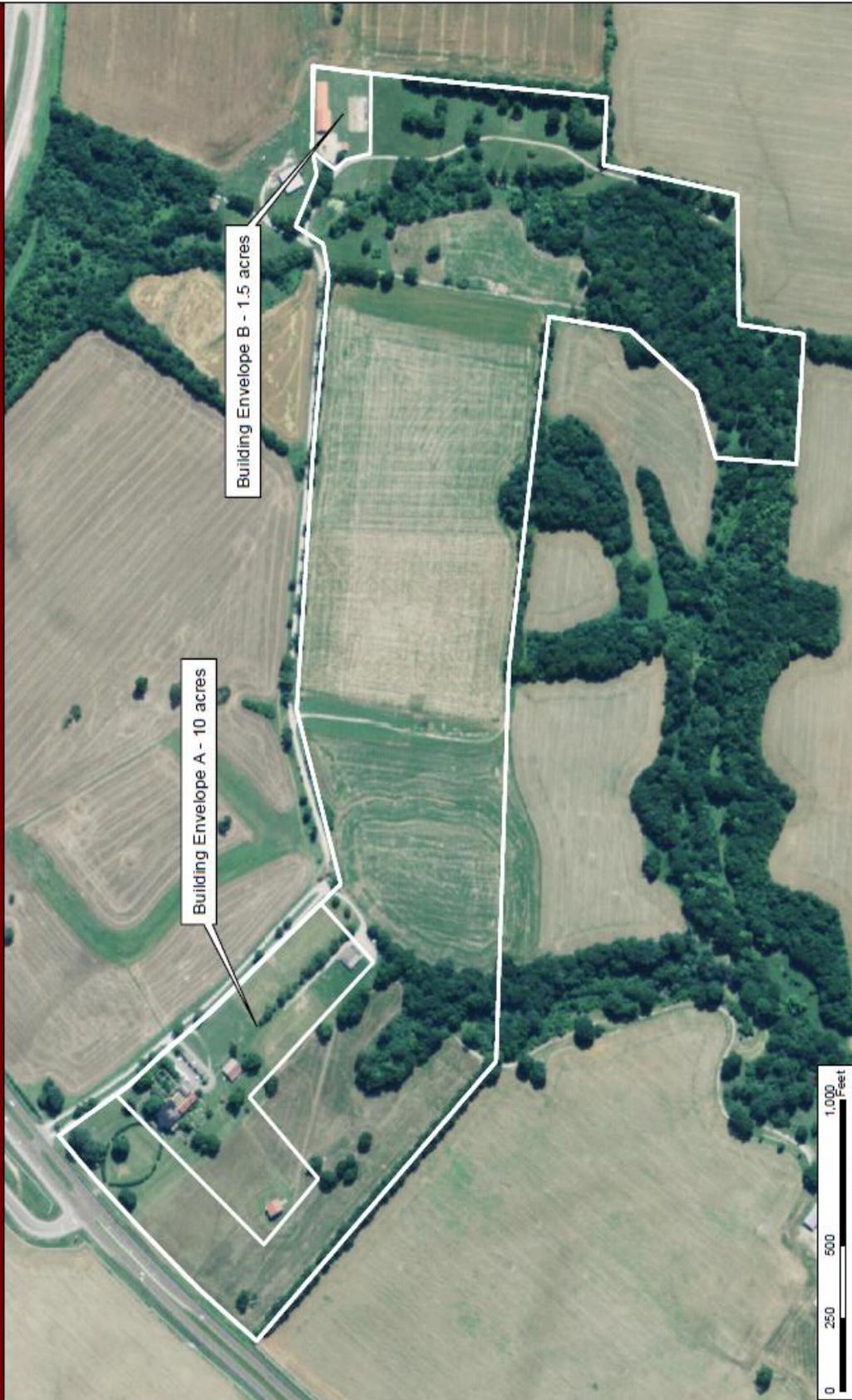
Being the same property conveyed to Rippavilla, Inc., a Tennessee non-profit corporation, by quitclaim deed from Saturn, LLC a Delaware limited liability company, f/k/a Saturn Corporation, a Delaware corporation, recorded June 18, 2009, in Book R2082, page 1487, in the Register's Office for Maury County, Tennessee, together with those rights in and to the Access Easements set out in the Quitclaim, Reconveyance and Termination of Easements from General Motors, LLC, a Delaware limited liability company of record in Book R2141, page 1034, in the Register's Office for Maury County, Tennessee.

Also conveyed herewith is the right of ingress and egress granted to Mrs. Hester Mums to use the 50-foot right-of-way adjoining the north margin of her tract of land which extends from the northwest corner of her tract to the northeast corner of her tract as set out in the Deed of record in Book 723, page 616, in the Register's Office for Maury County, Tennessee.

**EXHIBIT B: BUILDING ENVELOPES**



**Rippavilla Plantation  
Maury County  
Exhibit B: Building Envelopes**



Property boundaries are approximate. Map created by Luke Iverson, LTTN staff, 2016.



**Rippavilla Plantation, Inc.**  
**Profit & Loss**  
 July 2015 through June 2016

	<b>Jul '15 - Jun 16</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3000 · Tours	34,166.68
3010 · Tours Mule Museum	1,299.15
3070 · Gift Shop	17,080.65
3071 · Gift Shop - Bread	12,099.07
3080 · Inc - Vending	1,269.00
3100 · Special Events	55,304.00
3300 · Rental	42,248.00
3400 · Donations	11,404.30
3520 · Interest Income	9.96
3600 · Other Income	6,366.75
<b>Total Income</b>	<b>181,247.56</b>
<b>Expense</b>	
5423 · GroupOn Fees	16.41
5422 · Square Up - Fees	93.84
5421 · Paypal Fees	203.28
5975 · Real estate taxes	1,048.00
Security Account fund transfer	550.00
5000 · Salaries	92,646.40
5030 · Board Expense	895.40
5040 · Emp Benefits	8,873.91
5050 · Payroll Tax Exp	8,421.84
5070 · Purchases for Resale	11,453.14
5072 · Purchases - Bread Co.	11,042.29
5071 · Inventory Adjustment	2,936.14
5080 · Exp - Vending	1,665.59
5100 · Special Event	19,269.15
5300 · Contract Service	856.02
5350 · Maintenance	24,608.21
5390 · Depreciation Expense	15,780.00
5400 · Accounting Fees	7,500.00
5410 · Licenses and Permits	351.75
5420 · Bank Charges	3,537.48
5430 · Credit Card Interest	180.34
5440 · Travel	806.40
5500 · Supplies	7,930.78
5600 · Insurance	22,110.95
5750 · Telephone	5,686.84
5800 · Utilities	18,048.58
5900 · Advertising	7,874.70
5905 · Website design and maintenance	215.92
5910 · Dues and Memberships	1,005.00
6000 · Laundry	99.00
6500 · Other Expenses	350.67
6900 · Over/Short	26.52
<b>Total Expense</b>	<b>276,084.55</b>
<b>Net Ordinary Income</b>	<b>(94,836.99)</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
3410 · Donation- GM Corporation	100,000.00
3450 · Donation-TN Mus. of Early Farm	(5,000.00)
<b>Total Other Income</b>	<b>95,000.00</b>
<b>Other Expense</b>	
6901 · Returned checks	725.00
8500 · Interest expense - tractor	262.97
<b>Total Other Expense</b>	<b>987.97</b>
<b>Net Other Income</b>	<b>94,012.03</b>
<b>Net Income</b>	<b>(824.96)</b>

**Rippavilla Plantation, Inc.**  
**Balance Sheet**  
 As of June 30, 2016

	Jun 30, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Cash in Bank - Operating	46,233.33
1015 · Cash in Bank - Security Dep.	7,169.51
1050 · Petty Cash	300.00
<b>Total Checking/Savings</b>	53,702.84
<b>Other Current Assets</b>	
1450 · Inventory	
1451 · Vending Inventory	600.00
1450 · Inventory - Other	13,069.35
<b>Total 1450 · Inventory</b>	13,669.35
1499 · Undeposited Funds	620.33
<b>Total Other Current Assets</b>	14,289.68
<b>Total Current Assets</b>	67,992.52
<b>Fixed Assets</b>	
1536 · Tractor	11,325.58
1526 · Buildings - GM	396,800.00
1525 · Land - 98.4 acres	1,603,200.00
1530 · Furniture & Fixtures	15,310.35
1535 · Lawn mower	4,458.34
1540 · Amphitheater	77,984.54
1550 · Brown Stand - Restoration Costs	8,400.00
1555 · Shutter Restoration	11,642.77
1560 · Site Improvements	20,644.71
1600 · Accumulated Depreciation	(123,599.46)
<b>Total Fixed Assets</b>	2,026,166.83
<b>Other Assets</b>	
1700 · Utility deposit	1,600.00
<b>Total Other Assets</b>	1,600.00
<b>TOTAL ASSETS</b>	<b>2,095,759.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	2,818.66
<b>Total Accounts Payable</b>	2,818.66
<b>Other Current Liabilities</b>	
2650 · LOC payable - First Farmers	7,500.00
2120 · Accrued Payroll Taxes	
2110 · Federal W/H Payable Employee	813.25
2121 · FICA & Medicare Payable	1,008.43
2122 · SUTA Payable	138.67
2123 · FUTA Payable	6.68
<b>Total 2120 · Accrued Payroll Taxes</b>	1,967.03
2310 · Refundable Security Deposits	5,700.00
2620 · Sales Tax Payable	326.27
<b>Total Other Current Liabilities</b>	15,493.30
<b>Total Current Liabilities</b>	18,311.96
<b>Long Term Liabilities</b>	
2436 · Note payable - AGCO finance	2,793.86
<b>Total Long Term Liabilities</b>	2,793.86
<b>Total Liabilities</b>	21,105.82

11:56 AM  
12/19/16  
Accrual Basis

**Rippavilla Plantation, Inc.**  
**Balance Sheet**  
As of June 30, 2016

	<u>Jun 30, 16</u>
Equity	
2900 · Net Assets	2,066,707.13
Net Income	<u>7,946.40</u>
Total Equity	<u>2,074,653.53</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>2,095,759.35</u></u></b>

# **RIPPAVILLA PLANTATION DUE DILIGENCE PANEL ASSESSMENT AND RECOMMENDATION**

*Prepared for*

**The City of Spring Hill Board of Mayor and Aldermen**

**January 2017**



# ASSESSMENT AND RECOMMENDATION

- ❖ **DUE DILIGENCE PANEL MEMBERS**
- ❖ **RIPPAVILLA PROPERTY FEATURES**
- ❖ **SUMMARY OF CURRENT OPERATIONS**
- ❖ **SUMMARY OF PROPOSAL**
- ❖ **SUMMARY OF CONSERVATION EASEMENT**
- ❖ **RECOMMENDATION AND NEXT STEPS**

# RIPPAVILLA DUE DILIGENCE PANEL MEMBERS

**MEMBERS APPOINTED BY MAYOR GRAHAM ON JUNE 21, 2016**

**DAVID ST. CHARLES, CHAIRMAN**



## **CITY OF SPRING HILL**

**ALDERMAN JONATHAN DUDA**

**ALDERMAN MATT FITTERER**

**ALDERMAN SUSAN ZEMEK**

**VICTOR LAY  
(DE-FACTO MEMBER)**



## **RIPPAVILLA, INC.**

**CORRINE TOMLINSON, VICE-CHAIR**

**GREG BEARDEN**

**MIKE RAYBURN**

**PAM PERDUE PACE  
(DE-FACTO MEMBER)**

# RIPPAVILLA PROPERTY FEATURES

**PROPERTY – 98.44 ACRES**  
**RIPPAVILLA PLANTATION HOUSE – 11,000 SQ. FT.**



# SUMMARY OF CURRENT OPERATIONS

- ❖ **RIPPAVILLA, INC. – 12 TOTAL EMPLOYEES (FTE), GOVERNED BY A BOARD OF DIRECTORS WITH 24 MEMBERS.**
  - ❖ **EMPLOYEES INCLUDE: EXECUTIVE DIRECTOR, SITE RENTAL COORDINATOR, GIFT SHOP & PROPERTY MAINTENANCE, AND DOCENTS THAT PROVIDE TOURS OF THE PROPERTY AND ARTIFACTS.**
- ❖ **ACTIVITIES INCLUDE: TOURS, GIFT SHOP, SITE RENTAL INCLUDING WEDDINGS, MEETING SPACE FOR CIVIC GROUPS, AND FARMING.**
- ❖ **ARTIFACTS: 75% OF ARTIFACTS ARE OWNED BY RIPPAVILLA, INC., THE REMAINING 25% ARE ITEMS ON LOAN BY INDIVIDUALS AND ORGANIZATIONS ACROSS THE COUNTRY.**
- ❖ **TOTAL ASSETS: \$2,100,000**
- ❖ **CURRENT ANNUAL OPERATING EXPENSE: \$276,084**
- ❖ **CURRENT ANNUAL INCOME: \$281,247 \***

*\* INCLUDES AN ANNUAL \$100,000 MONETARY DONATION FROM GENERAL MOTORS PAID ANNUALLY SINCE 2007, WHICH CEASES IN 2016.*

# SUMMARY OF PROPOSAL

## **RIPPAVILLA, INC. WOULD DONATE PROPERTY TO CITY OF SPRING HILL UNDER THE FOLLOWING PROPOSAL:**

- ❖ **PRIOR TO CONVEYANCE, THE PROPERTY WOULD BE PLACED INTO A CONSERVATION EASEMENT WITH LAND TRUST OF TENNESSEE.**
- ❖ **RIPPAVILLA, INC. WOULD FORM “FRIENDS OF RIPPAVILLA” TO CONTINUE ACTIVITIES AND CONTRIBUTIONS IN SUPPORT OF THE PROPERTY. FRIENDS WOULD RETAIN OWNERSHIP OF ALL ARTIFACTS.**
- ❖ **CITY WOULD BE OBLIGATED TO MAINTAIN AND OPERATE THE PROPERTY – EITHER IN HOUSE, OR THROUGH A THIRD PARTY.**
- ❖ **REVENUES GENERATED FROM THE PROPERTY ACTIVITIES WOULD BE RESTRICTED TO OPERATIONS AND MAINTENANCE OF THE PROPERTY.**
- ❖ **AN OVERSIGHT COMMITTEE WOULD BE ESTABLISHED BY THE CITY WITH OVERSIGHT OVER IMPROVEMENTS AS THEY PERTAIN TO HISTORICAL ACCURACY AND PRESERVATION OF THE PROPERTY.**
- ❖ **CITY WOULD BE RESTRICTED TO FUTURE CONVEYANCE OF THE PROPERTY TO A §501(C)(3) ENTITY, OR FRIENDS OF RIPPAVILLA WOULD HAVE 9 MONTHS TO TAKE TITLE OF THE PROPERTY OR IDENTIFY AN ALTERNATIVE §501(C)(3) ENTITY.**

# SUMMARY OF CONSERVATION EASEMENT RESTRICTIONS

- ❖ **CONSERVATION EASEMENT IS SIMILAR TO THE EASEMENT ESTABLISHED BY CITY OF FRANKLIN WITH THE LAND TRUST OF TENNESSEE FOR HARLINSDALE FARM PARK.**
- ❖ **CITY WOULD BE REQUIRED TO PREPARE A PROPERTY AND FACILITIES MASTER PLAN TO DEFINE PERMITTED USES. THE MASTER PLAN REQUIRES APPROVAL FROM THE LAND TRUST AND MAY BE UPDATED FROM TIME TO TIME.**
- ❖ **NO PUBLIC ROADS MAY BE CONSTRUCTED ON THE PROPERTY.**
- ❖ **THE PROPERTY CANNOT BE SUBDIVIDED.**
- ❖ **ATHLETIC FIELDS ARE PROHIBITED. GREENWAYS, TRAILS AND OTHER PASSIVE PARK FEATURES ARE PERMITTED.**
- ❖ **NO PERMANENT OR TEMPORARY STRUCTURES MAY BE CONSTRUCTED EXCEPT WITHIN PRE-DEFINED BUILDING ENVELOPES. *(RECREATION STRUCTURES THAT DO NOT REQUIRE CONCRETE FOUNDATION MAY BE BUILT OUTSIDE THE BUILDING ENVELOPES)***

# RIPPAVILLA PLANTATION OPPORTUNITY

**RECOMMENDATION:** THE VALUE OF THE LAND AND BUILDINGS CREATE INSTANT USEABLE ASSETS FOR THE CITY WHILE THE CURRENT FINANCIAL SITUATION AT RIPPAVILLA CREATES A REASONABLE CHALLENGE. IN WEIGHING THE TWO, IT IS THE RECOMMENDATION OF THE PANEL THAT THE CITY OF SPRING HILL SHOULD MOVE FORWARD WITH ACCEPTANCE OF THE DONATION. THE FINANCIAL ISSUES ARE CURABLE IN THE SHORT TERM AND THE VALUE GENERATED FOR THE CITY IS SIGNIFICANT.

## **NEXT STEPS AND ACTION ITEMS:**

- ❖ RIPPAVILLA FORMAL PROPOSAL TO THE CITY – *COMPLETED*
- ❖ DECISION ON INTENT TO ACCEPT CONVEYANCE – *SPRING HILL BOMA*
- ❖ COMPLETE ASSESSMENT OF LEGAL PROVISIONS – *SPRING HILL*
- ❖ DRAFTING OF FORMAL AGREEMENT – *BOTH PARTIES*
- ❖ COMPLETION OF CONSERVATION EASEMENT – *RIPPAVILLA, INC.*
- ❖ FORMAL ACCEPTANCE OF CONVEYANCE – *SPRING HILL BOMA*

ESTIMATED COMPLETION: **MARCH 2017**