

## **SUGAR CREEK TOWNHOMES DEVELOPMENT AGREEMENT**

THIS AGREEMENT, entered into on November 19, 2024, by and between Alan Blevins, his successors and assigns, (“Developer”), and the CITY OF MOUNT PLEASANT, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as “City”.

### **WITNESSETH:**

**WHEREAS**, the Developer desires to undertake the development of certain real property located on Sugar Creek Lane in the City of Mount Pleasant, Maury County, Tennessee, known as Sugar Creek Townhomes (“Sugar Creek Townhomes”); and

**WHEREAS**, the Developer has attained certain development entitlements from the City to develop a subdivision consisting of sixteen (16) townhomes on Sugar Creek Lane; and

**WHEREAS**, the Developer proposed in accordance with recommendations of the water service review from Civil & Environmental Consultants, Inc., Mount Pleasant Municipal Planning Commission, and engineering plans to provide for the installation of certain private improvements and the following public infrastructure improvements:

- 8-inch water line along private drive
- 8-inch Sewer line in private drive and sewer manholes
- 8-inch water line on Sugar Creek Ln. from North Main St to Brookside Dr.
- 16-inch water line running along North Main Street from the termination point of the State installed 16” water line to the intersection of the 8” water line on Sugar Creek Lane.
- Sidewalk on Sugar Creek Ln.
- Curb cut with culvert and headwalls into Town Home property
- Detention area out flow headwall

collectively referenced as “Public Improvements” serving Sugar Creek Townhomes; and

**WHEREAS**, the Developer is seeking a credit to required fees and taxes more specifically described as waiver of the water access fees and water tap fees; and

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

#### **1. Recitals**

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

#### **2. Developer Responsibilities**

Developer shall have the following responsibilities:

- A. Paved Private Drive from Sugar Creek Lane. The ownership, control, and maintenance shall remain in private ownership and such private drive shall be constructed to the design and construction standards for public ways as stated in the Subdivision Regulations. A permanent access easement over such streets shall be provided to each and every parcel or lot which is to gain access therefrom. All such private improvements shall be maintained by the developer/owner or by a legally established homeowners' association or other similar group approved by the planning commission. The legal documents establishing ownership and maintenance of the easement shall be submitted with the final plat for review and approval and shall be recorded with the final plat.
- B. Public Improvements. Developer shall construct the following public infrastructure Improvements at the expense of the Developer unless otherwise stated herein:
- a. **Eight-inch water line along the length of the private drive as shown on the construction plans**. The water line shall be in an easement dedicated to the city. The easement shall be obtained by and at the sole expense of the Developer. The Developer shall prepare as-built drawings of the water line and shall dedicate such improvements to the City free and clear of all liens and encumbrances on the property and public improvements thus dedicated. Developer shall also require an Irrevocable Standby Letter of Credit for maintenance of the improvement in an amount equal to 25% of the cost to complete the improvement and in effect for one year from the date of acceptance. The dedication is not complete until the City accepts the dedication and the standby letter of credit.
  - b. **Eight-inch Sewer line along the private drive (about 100 ft short) and sewer manholes as shown in the construction plans**. The sewer line and manholes shall be located in easements dedicated to the City. The easements shall be obtained by and at the sole expense of the Developer. The Developer shall install sanitary sewer facilities in a manner prescribed by the regulations of the Tennessee Department of Environment and Conservation, the City's sewer specifications, and by any other applicable standards and specifications. All plans shall be designed and approved in accordance with the rules, regulations, specifications, and standards of the City, TDEC, and any applicable governmental agency or appropriate unit thereof. The Developer shall prepare as-built drawings of the sanitary sewer facility and shall dedicate such improvements to the City free and clear of all liens and encumbrances on the property and public improvements thus dedicated. Developer shall also require an Irrevocable Standby Letter of Credit for maintenance of the improvement in an amount equal to 25% of the cost to complete the improvement and in effect for two years from the date of acceptance. The dedication is not complete until the City accepts the dedication and the standby letter of credit.

**Eight-inch water line on Sugar Creek Ln. from North Main St to Brookside Dr.** The water line design/service shall be in accordance with Civil & Environmental Consultants, Inc.'s Memo dated June 19, 2024, attached hereto as **Exhibit A**, and the City's and the Department of Environment and Conservation's Design Criteria. The City should have the final design reviewed by the City's Engineer prior to approval. The water line shall be located in easements dedicated to the City. The easements shall be obtained by and at the sole expense of the Developer.

The Developer shall prepare as-built drawings of the water line and shall dedicate such improvements to the City free and clear of all liens and encumbrances on the property and public improvements thus dedicated. Developer shall also require an Irrevocable Standby Letter of Credit for maintenance of the improvement in an amount equal to 25% of the cost to complete the improvement and in effect for one year from the date of acceptance. The dedication is not complete until the City accepts the dedication and the standby letter of credit.

- c. **Sixteen-inch water line running along North Main Street from the termination point of the State installed 16" water line to the intersection of the 8" water line on Sugar Creek Lane.** The water line design/service shall be in accordance with Civil & Environmental Consultants, Inc.'s Memo dated June 19, 2024, attached hereto as **Exhibit A** and the City's and the Department of Environment and Conservation's Design Criteria. The City should have the final design reviewed by the City's Engineer prior to approval. The water line shall be located in easements dedicated to the City. The easements shall be obtained by and at the sole expense of the Developer.

The Developer shall prepare as-built drawings of the water line and shall dedicate such improvements to the City free and clear of all liens and encumbrances on the property and public improvements thus dedicated. Developer shall also require an Irrevocable Standby Letter of Credit for maintenance of the improvement in an amount equal to 25% of the cost to complete the improvement and in effect for one year from the date of acceptance. The dedication is not complete until the City accepts the dedication and the standby letter of credit.

- d. **Sidewalk on Sugar Creek Lane as shown on the Construction Plans.** The sidewalks shall be included within the dedicated non-pavement right-of-way of the public ways as indicated in the table included in Subsection 4-108.1 of the subdivision regulations and shall be improved as required by Subsection 4-103.4 of the subdivision regulations. Concrete curbs are required for all public ways where sidewalks are to be constructed. A median strip of grassed or landscaped area at least two (2) feet wide shall separate all sidewalks from adjacent curbs.

- e. **Curb cut with culvert and headwalls into Town Home property**
  - f. **Detention area out flow headwall.** All such private detention area shall be maintained by the developer/owner or by a legally established homeowners' association or other similar group approved by the planning commission and shall be noted on the plat. The legal documents establishing ownership and maintenance of the easement shall be submitted with the final plat for review and approval and shall be recorded with the final plat.
- C. All improvements must be constructed in accordance with the final Preliminary Site Plan and Construction Drawings and in accordance with the City's Subdivision Regulations.
- D. Preliminary Plat and Construction Plans. The Developer shall construct all improvements to comply with the Preliminary Plat approved on September 12, 2023 attached as **Exhibit B**, and the construction plans approved with conditions by the Mt. Pleasant Planning Commission on December 12, 2023, attached as **Exhibit C**; **Developer agrees to adapt the plans to incorporate a 16-inch water line along North Main Street and the correct signage.** In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the City's specifications, the decision of the City shall be final and binding on the Developer. Any revisions to the Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.
- E. Extension. The Planning Commission extended the approval of the Sugar Creek Townhomes Preliminary Plat and Construction Drawings approved on September 12, 2023 and December 12, 2023, respectively for a period of twelve (12) months on September 10, 2024. The Preliminary Plat and Construction Drawings shall be effective until December 12, 2025.
- F. Commencement of Construction. Construction of Improvements may not begin until the following events have occurred:
- a. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans had has confirmed its approval to the City and/or Developer in writing; and,
  - b. The preliminary subdivision plat, prepared in accordance with Section 5-104 of the Subdivision Regulations, has been revised to incorporate the Planning Commission's conditions of approval; and,
  - c. Construction documents for the site improvements and off-site water line improvements have been submitted, reviewed, and approved by City; and,
  - d. The City's engineer has reviewed and approved the water line design/service; and,

- e. The Developer has paid the building permit fees and all applicable fees; and,
  - f. The Developer has given the City notice of commencement of construction, in writing.
- G. Final Subdivision Plat. The final subdivision plat must be prepared in accordance with Section 5-104 of the Subdivision Regulations and must be approved by the Planning Commission. The Improvements must be included on the final subdivision plat that is submitted to the Planning Commission. Before signing of the final subdivision plat by the secretary of the planning commission, all public improvements must be installed and dedicated. or Developer must obtain, and the Planning Commission must approve, an adequate performance bond pursuant to the subdivision regulations.
- H. Performance Surety. If all Improvements are not complete at the time Developer submits final plat for approval, Developer shall provide the City a performance surety, in an amount determined by the City Engineer for the Improvements and other items specified by the Construction Plans, plats, and plans approved by the Mt. Pleasant Municipal Planning Commission. This performance surety shall secure all performance of all obligations of the Developer under this Agreement. The Performance Surety shall meet all requirements established in subsection 3-1-1.2 of the Subdivision Regulations and secure full compliance with all terms and conditions of this Agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this Agreement.

### **3. Development Taxes and Fees (if applicable)**

The following development taxes and fees are applicable to the project:

- A. Water Access Fees. Pursuant to Section 18-401, *et. seq.* of the City's Municipal Code, a water access fee in the amount of \$3,500 is assessed for each residential or residential equivalent connection to the City's water service.
- B. Sewer Access Fees. Pursuant to Section 18-501, *et. seq.* of the City's Municipal Code, a sewer access fee in the amount of \$3,500 is assessed for each residential or residential equivalent connection to the City's sewer service.
- C. Water Tap Fees. Pursuant to Section 18-125 of the City's Municipal Code, a water tap/meter fee in the amount of \$2,000.00 is charged per ¾" tap/meter installed within the city limits.
- D. Sewer Tap Fees. Pursuant to Section 18-125 of the City's Municipal Code, a sewer tap fee in the amount of \$3,000.00 is charged per residential tap installed within the city limits.

The development consists of sixteen (16) residential units within the city limits that shall be connected to public sewer and water services.

#### **4. Reimbursement Due to the Developer**

The subdivision regulations require that necessary action shall be taken by the developer to extend a water supply system capable of providing domestic water use and fire protection. An 8” water line running along Main Street will adequately provide the requested water service to Sugar Creek Townhomes. However, the City requested, and Developer agreed to construct a 16” water line along Main Street to comply with the City’s Master Plan. This results in an additional up-front expense to Developer of \$120,000 (“Betterment Cost”). The cost breakdown of the Betterment Cost is attached hereto and incorporated herein as **Exhibit D**.

In consideration of the Developer’s installation of the 16” water main from the termination point of the State installed 16” water line to Sugar Creek Lane, and repayment for the Betterment Cost, the City shall waive the water access fees (\$3,500 x 16 = \$56,000) and water tap/meter fees (\$2,000 x 16 = \$32,000) for the development. This waiver repays \$88,000 of the Betterment Cost. The City agrees to pay Developer \$32,000 upon completion of said Water Lines and approval from Civil & Environmental Consultants, Inc (CEC).

**5. Sewer Access Fees.** Developer agrees to pay the sewer access fee in the amount of \$3,500 for each residential unit/lot (16) within the development at the time of the issuance of the building permit for each such lot.

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

The agent of the City for the purposes of this Agreement is the City Manager of the City of Mount Pleasant, Tennessee, or his/her designee. The agent for the Developer is Gerald Vick, P.E. and WES Engineering & Surveyors.

#### **7. 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.

#### **8. 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 or overnight couriers service such as Federal Express or UPS and addressed as follows:

Office of City Manager  
ATTN: Phillip Grooms  
100 Public Square

P.O. Box 426  
Mount Pleasant, TN 38474

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

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Either party may change its address for notification by delivering notice thereof in accordance with this Paragraph 8.

**9. 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 all Parties hereto.

**10. Liability**

The City shall have no liability except as specifically provided in this Agreement.

**11. Governing Law**

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

**12. 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.

**13. 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 affect other provisions of this Agreement, which shall remain in full force and effect.

**14. Captions**

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement

**15. Amendment**

This Agreement shall be amended only in writing executed by all Parties hereto.

**16. Assignment**

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld.

**17. Time is of the Essence**

All Parties hereto acknowledge that time is of the essence, and each will commit to the completion of the project herein on an expedited basis.

**18. Binding Effect**

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

**19. Entire Agreement**

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

**20. Execution**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

**Approved by the City of Mount Pleasant Board of Commissioners on \_\_\_\_\_,  
20\_\_.**

SO AGREED by the undersigned Parties as of the date first given.

**ALAN BLEVINS**

**CITY OF MOUNT PLEASANT, TENNESSEE**

By: \_\_\_\_\_  
ALAN BLEVINS

By: \_\_\_\_\_  
BILL WHITE, Mayor

**EXHIBIT A**

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC'S JUNE 19, 2024  
MEMO**

**EXHIBIT B**

**PRELIMINARY PLAT APPROVED ON SEPTEMBER 12, 2023**

**EXHIBIT C**

**CONSTRUCTION PLANS APPROVED WITH CONDITIONS BY THE MT.  
PLEASANT PLANNING COMMISSION ON DECEMBER 12, 2023**

**EXHIBIT D**  
**COST BREAKDOWN OF BETTERMENT COST**