

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SPRING HILL, TN
AND BUCKNER LANE PARTNERS, LLC**

THIS AGREEMENT, entered into this the _____ day of _____, 2022, by and between Buckner Lane Partners, LLC, referred to as the “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 of Spring Hill has entered in to an agreement with the Tennessee Department of Transportation (“TDOT”) to jointly construct a new I-65 Interchange at Buckner Road; and

WHEREAS, Buckner Lane Partners, LLC is developing the property to the west of I-65 to be named June Lake; and

WHEREAS, the Developer desires to install an underground pedestrian culvert near the interchange as part of the June Lake greenway; and

WHEREAS, TDOT has agreed to construct the culvert during construction of the interchange and connecting roads for convenience of equipment mobility, labor and design; and

WHEREAS, TDOT has submitted Change Order No. 1 for the culvert construction to the City in the amount of \$502,228.54; and

WHEREAS, the Developer has agreed to repay the City for Change Order No. 1 in the amount of \$502,228.54.

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. Scope of Work/Cost Estimate

The City shall approve the TDOT Change Order No. 1 to install a 12’ x 9’ underground pedestrian culvert just west of I-65 Interchange. The greenway shall be part of the June Lake greenway system located with the June Lake Development. The Change Order has been submitted in the amount of \$502,228.54.

3. Reimbursement Due to the City from the Developer

In consideration of the City’s up-front payment of Change Order No. 1, the Developer will be required to reimburse the City for the full cost. The City will generate an invoice to the Developer upon payment by the City to TDOT. Payment will be due within thirty (30) days from date of invoice and payable to the City of Spring Hill, TN.

4. Agents for City and Developer

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or her designee. The agent for the Developer is the Chairman of the Board of Directors, Buckner Lane Partners, LLC.

5. 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.

6. 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.
ATTN: Pamela S. Caskie
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:

Buckner Lane Partners, LLC
ATTN: Don Alexander, Sr.
6012 Pelican Way
College Grove, TN 37046

7. 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.

8. Liability

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

9. Governing Law

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

10. 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.

11. 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.

12. 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

13. Amendment

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

14. 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.

16. 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.

17. 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.

18. 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 Spring Hill Board of Mayor and Alderman on _____,
2022.**

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

DEVELOPERS

BUCKNER LANE PARTNERS, LLC

By: _____
DON ALEXANDER, SR., Chairman

CITY OF SPRING HILL, TENNESSEE

By: _____
JIM HAGAMAN, Mayor