

**SPRING HILL TOWN CROSSING JOINT DEVELOPMENT AGREEMENT BETWEEN  
SPRING HILL DEVELOPMENT HOLDINGS, LLC AND THE CITY OF SPRING  
HILL, TN**

THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between SPRING HILL DEVELOPMENT HOLDINGS, LLC, the developer of Spring Hill Town Crossing, hereinafter 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 and Spring Hill Development Holdings, LLC have committed to enter in to a joint development agreement to complete the roadway infrastructure necessary for the development of Spring Hill Town Crossing, located on Port Royal Road between SR-396 Eastbound Ramps and Relocated Jim Warren Road; and

**WHEREAS**, the City will contract with The Corradino Group (“Contractor”) for professional services to design and develop plans acceptable to the City and the Developer for traffic signal and intersection modifications of Port Royal Road between SR-396 eastbound ramps and the relocated Jim Warren Road, including the relocated Jim Warren Road intersection approach to approximately Sta. 5+50 of the development plan and an adjustment to the Tennessee Department of Transportation (“TDOT”) Control Access fence on the east side of Port Royal Road (collectively, the “Intersection Plans”); and

**WHEREAS**, the City and the Contractor will submit the Intersection Plans to TDOT’s Right-Of-Way and the State Excess Land office for approval; and

**WHEREAS**, the City and the Contractor will foster the review and requested approval of the Intersection Plans by TDOT; and

**WHEREAS**, the City and the Contractor shall not be liable for decisions made by TDOT ROW or the State Excess Land office after the submittal of the requested modifications; and

**WHEREAS**, the Developer will reimburse the City for the costs associated with the professional services of the Contractor for a not-to-exceed amount of \$156,042.00, as detailed in Scope of Services, attached hereto as Exhibit A.

**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 cause the Contractor to perform the services as described in the Scope of Services. The City shall use good faith efforts to cause the Contractor to complete the initial Intersection Plans within ninety (90) days after the initial meeting with TDOT Traffic Engineering. A complete project schedule will be coordinated between the City, the Contractor and the Developer at the initial design kick-off meeting. The City shall provide the Developer with a full set of Intersection Plans, as detailed in the Scope of Services, with the Developer performing all duties of construction per the plans. All improvements shall meet City, State and Federal road standards. The City will not modify the Scope of Services without prior written consent of the Developer. The Developer will reimburse the City for the Scope of Services in the not-to-exceed cost of \$156,042.00.

**3. Compliance with Public Chapter 775 – TCA, Title 12, Chapter 4, Part 1**

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor can not be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

**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 Mark Sakioka, or his designee.

**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. Without limiting the foregoing, the City shall, and shall cause the Contractor to, support the request for TDOT’s approval of the Intersection Plans, but shall not be liable for a refusal by TDOT ROW or the State Excess Land office to approve the requested modifications.

**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

With a copy to:

Patrick Carter, City Attorney  
809 South Main Street  
Columbia, TN 38401

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

Spring Hill Development Holdings, LLC  
ATTN: Mark Sakioka  
18100 Von Karman Avenue, Suite 500  
Irvine, CA 92612

With a copy to:

Spring Hill Development Holdings, LLC  
ATTN: Ana Marie del Rio  
18100 Von Karman Avenue, Suite 500  
Irvine, CA 92612

And

Stites & Harbison, PLLC  
ATTN: Greg Ehrhard  
400 West Market Street, Suite 1800  
Louisville, KY 40202

**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.

**15. 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.

**16. 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.

**17. Attorney's Fees**

In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto by the Contractor, the Contractor shall pay the reasonable attorney's fees and court costs of the City associated with the enforcement of any of the provisions of any such document or this Agreement.

**18. Execution**

This Agreement may be executed by manual or electronic signatures and 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 September 6, 2022.**

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

SPRING HILL DEVELOPMENT HOLDINGS, LLC

By: Beacon Bay Holdings, LLC, its Manager

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

Print Name: \_\_\_\_\_

Title: Manager

CITY OF SPRING HILL, TENNESSEE

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

JIM HAGAMAN

Mayor