

MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this the June 3rd, 2024, 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, is committed to supporting good development through cooperation and long-range planning, and

WHEREAS, the Developer is desirous of completing a development project known as Buckner Lane North Realignment and that this project will require the Developer to construct improvements on property currently owned and maintained by the City; and

WHEREAS, the City and the Developer agree that it is in the best interest of both parties to enter into an agreement so that the improvements may be made in a coordinated and logical fashion.

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 Developer shall cause the installation of the asphalt and final striping improvements with the City performing all duties of construction. All improvements shall meet City, State and Federal construction standards.

3. City Responsibilities

- 3.1. The City will install certain improvements for the intersection of Buckner Lane and Buckner Road that are currently shown on the construction plans for the realignment of Buckner Lane North as part of the June Lake development that are not able to be installed due to current construction of the widening of Buckner Lane South by the City, as shown in Exhibit A attached hereto.

4. Developer Responsibilities

4.1 The Developer will reimburse the City the costs of said improvements in the amount of \$99,999.84, to include:

Tack Coat	\$ 3,532.50
Final Asphalt Paving	\$59,928.22
Final Striping	\$26,539.12
Final Configuration of Traffic Signals	\$10,000.00

5. 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 Developer cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

6. 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 Don Alexander or his designee.

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.

7.1. 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:

Southeast Venture
ATTN: Don Alexander
4030 Armory Oaks Drive
Nashville, TN 37204

8. 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.

9. Liability

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

10. Governing Law

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

11. 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.

12. 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.

13. 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.

14. Amendment

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

15. 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. 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.

19. 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 _____, 202_.

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

[To be signed electronically]



LAN CALDWELL PAVE GROUP
 11111 N. WILSON AVENUE
 MEMPHIS, TN 38135



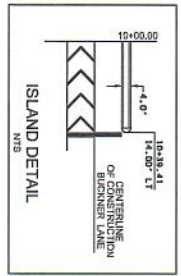
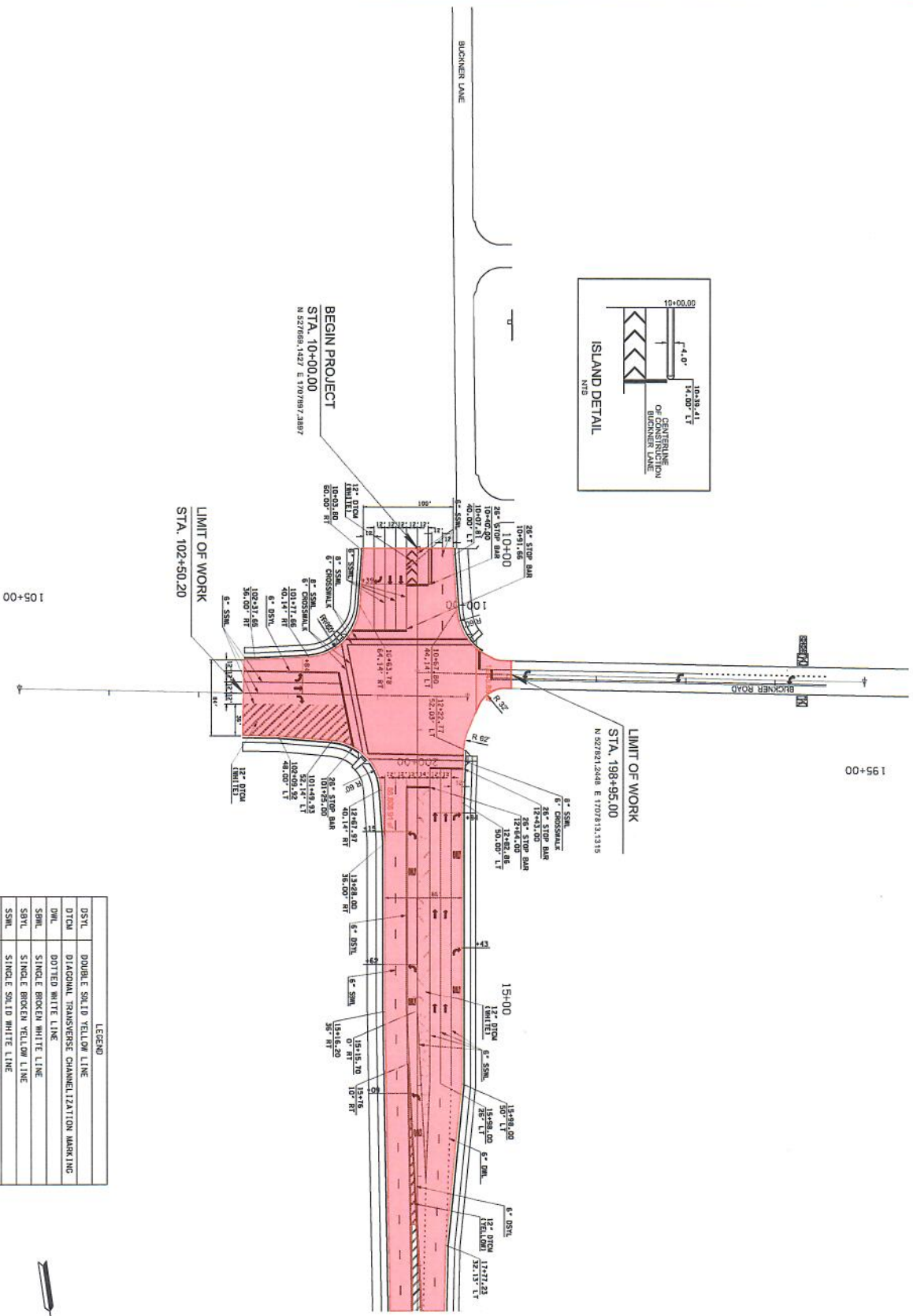
**ULTIMATE SIGNING AND PAVEMENT MARKING PLAN
 BUCKNER LANE**

BUCKNER LANE RE-ALIGNMENT
 BETWEEN BUCKNER ROAD AND
 THOMPSONS STATION ROAD
 SPRING HILL, WILLIAMSON COUNTY, TN.

PROJECT NUMBER
 SAME 04778058
 DRAWING NUMBER

NO.	DATE	DESCRIPTION	BY	CHK	APP
1	04/03/21	PLANS REVISED FOR TIE-IN TO BUCKNER ROAD WEST			

LEGEND	
D5YL	DOUBLE SOLID YELLOW LINE
D7CM	DIAGONAL TRANSVERSE CHANNELIZATION MARKING
DWL	DOTTED WHITE LINE
S8ML	SINGLE BROKEN WHITE LINE
S8YL	SINGLE BROKEN YELLOW LINE
SSML	SINGLE SOLID WHITE LINE
SSYL	SINGLE SOLID YELLOW LINE



195+00

LIMIT OF WORK
 STA. 198+95.00
 N 227851.2448 E 170781.1315

LIMIT OF WORK
 STA. 102+50.20

BEGIN PROJECT
 STA. 10+00.00
 N 327668.1427 E 170789.2887

105+00