

**FUNDING PARTICIPATION**  
**AGREEMENT**

THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between SSVM MITCHUM SUB LLC and 3586 KCTN LLC, c/o Suncrest, Tennessee limited liability companies ("Developer"), and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee (the "City").

**WITNESSETH**

**WHEREAS**, Developer is the owner of +/- 365 acres of property located in Maury County, Tennessee on the south side of Kedron Road, west of Interstate 65, adjacent to the City boundary line (the "Developer Property"), as more particularly described on the attached Exhibit A; and

**WHEREAS**, the Developer has obtained preliminary plat approval from the Maury County Planning Commission for the construction of a 290 single family home subdivision on the Developer Property ("Ragan Ridge Estates"), which will increase traffic volume on Kedron Road and Port Royal Road; and

**WHEREAS**, the portion of Kedron Road that will connect with the Development Property is under the maintenance and control of the City; and

**WHEREAS**, it has been determined by the City's traffic engineer that the Kedron Road and Port Royal intersection cannot adequately accommodate the increased traffic from the Developer Property, and that a realignment of the intersection and improvements to Kedron Road, Port Royal Road, and Greens Mill Road (the "Improvements") are warranted, all of which are more particularly described in the Development Access Review attached as Exhibit B (the "Review"); and

**WHEREAS**, Developer agrees to pay \$2,000,000 to the City (the "Developer's Payment") in exchange for the City's approval of the perpetual, and except as otherwise provided herein, the unconditional connection of the Developer Property to Kedron Road.

**NOW, THEREFORE**, in consideration of the mutual covenants and assurances set forth herein, the Developer and the 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**

A. Prior to the issuance of a building permit for the construction of the first home on the Developer Property, Developer shall pay the Developer's Payment via certified funds or electronic wire to the City to be used for the Improvements.

B. If work has not commenced on the Improvements upon the completion of Ragan Ridge Estates, Developer, in coordination with and upon the City's approval, which approval shall not be

unreasonably withheld, conditioned, or delayed, shall be entitled to optimize the traffic signal at Kedron Road and Port Royal at Developer's sole expense.

C. Developer agrees that until the Developer's Payment is made to the City, the City has the right to restrict access onto Kedron Road except for construction traffic associated with construction on the Developer Property and the existing driveway access to the Developer Property.

D. As part of the Ragan Ridge Estates development and the connection of the Property to Kedron Road, Developer, in coordination with the City, agrees to construct left and right hand turn lanes from Kedron Road onto the new access road at the Property. The connection to Kedron Road from the Property will be constructed in accordance with the Tennessee Department of Transportation and the City's roadway design standards. The City shall not unreasonably withhold, condition, or delay approval of the connection point from the new Property access road to Kedron Road.

**Deleted:** adhere to sightline requirements per

### 3. City Responsibilities

A. The City will be responsible for the construction of the Improvements. Developer will have no responsibility for the Improvements other than the payment pursuant to Section 2 of this Agreement.

B. The City agrees that Developer shall be allowed access to Kedron Road at the time of the payment of the Developer's Payment whether the planned Improvements have been made by the City to the Kedron Road and Port Royal intersection or not. For the avoidance of doubt, once the Developer has paid the Developer's Payment to the City, the City shall not take any future action that would eliminate or restrict access to the Developer Property.

C. The City will establish a designated fund account for the improvements to the Kedron Road and Port Royal intersection. This fund account will hold funds dedicated to the improvement of Kedron Road and Port Royal Intersection. The City is not obligated to improve the intersection until the necessary funds have been dedicated to the project and the Board of Mayor and Aldermen adopt a Capital Improvement Project budget and plan for the intersection.

### 4. 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 furtherance of this Agreement, 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.

### 5. 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.

### 6. Governing Law

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

## **7. 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.

## **8. 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.

## **9. 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.

## **10. Amendment**

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

## **11. Assignment**

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

## **12. Time is of the essence.**

All Parties hereto acknowledge that time is of the essence, and each party will commit to its timely compliance with this Agreement.

## **13. 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.

## **14. 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.

## **15. 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 Aldermen on \_\_\_\_\_,**

2025.

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

**CITY OF SPRING HILL, TENNESSEE**

**SSVM MITCHUM SUB LLC**

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

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

Title: \_\_\_\_\_

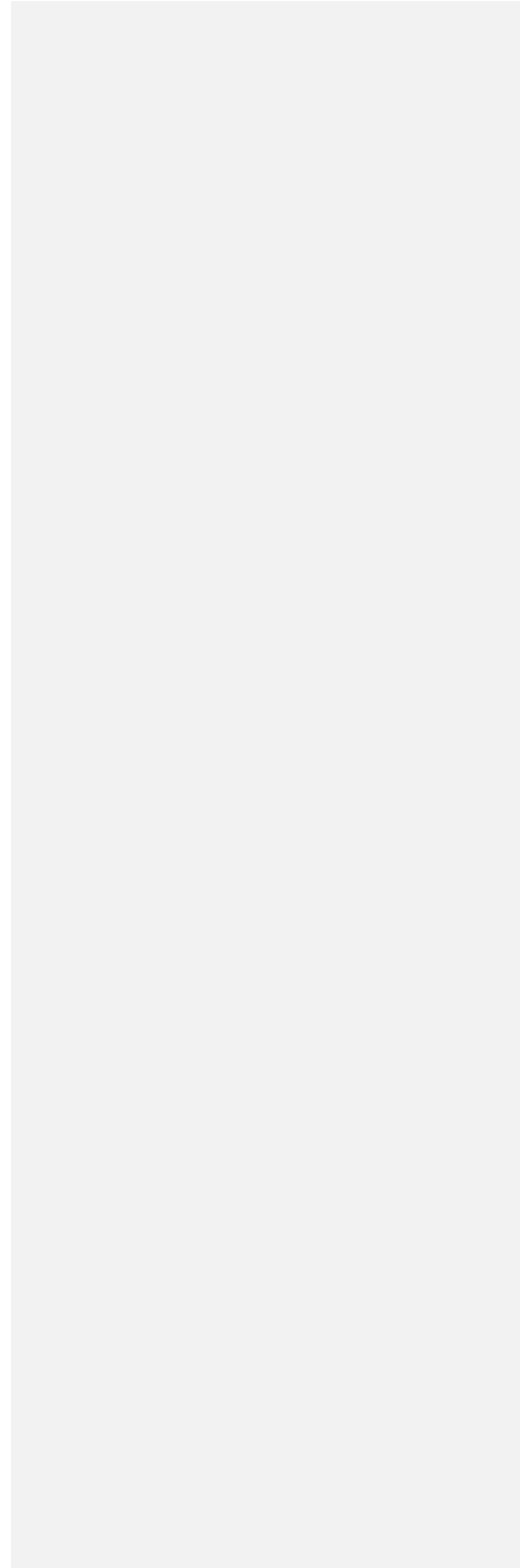
Title: Mayor

**3586 KCTN LLC**

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

Title: \_\_\_\_\_

**Exhibit A**  
**Developer Property**



**Exhibit B**  
**Development Access Review**

