

**JOINT AGREEMENT BETWEEN HOLLINGSHEAD MATERIALS, LLC, SMYRNA READY MIX
CONCRETE, LLC, AND THE CITY OF SPRING HILL, TN**

This agreement, entered into this ____ day of _____, 2025, by and between Hollingshead Materials, LLC, at Tennessee limited liability company, the owner of a portion of the real property described herein (hereinafter “Hollingshead”), and Smyrna Ready Mix Concrete, LLC, a Tennessee limited liability company, the owner of a portion of the real property described herein described herein (hereinafter “SRM” and collectively with Hollingshead, 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, Hollingshead is the owner of that certain real property located at 3704 Old Port Royal Road S., Spring Hill, Tennessee 37174 (the “Hollingshead Parcel”);

WHEREAS, SRM is the owner of that certain real property located at 3726 Old Port Royal Road S., Spring Hill, Tennessee 37174 (the “SRM Parcel”);

WHEREAS, the City of Spring Hill and Developer have committed to enter into a joint agreement to swap right-of-way located at Old Port Royal Road and Jim Warren Road along the Hollingshead Parcel and the SRM Parcel, hereinafter collectively referred to as the “Subject Property”;

WHEREAS, the City has agreed to abandon a portion of Old Port Royal Road right-of-way to be conveyed to the respective owners of the Subject Property, as shown on the attached Exhibit A (the “Abandoned Right-of-Way”);

WHEREAS, the Developer has agreed to dedicate right-of-way for the Subject Property’s full length of frontage along Jim Warren Road to the City, as shown on the attached Exhibit A (the “Dedicated Right-of-Way”);

WHEREAS, Old Port Royal Road along the Subject Property’s frontage is not necessary for a complete and connected street network and provides access primarily for the Subject Property; and

WHEREAS, abandonment of Old Port Royal Road right-of-way will remove the City’s obligation to maintain a roadway serving only one industrial development.

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's Responsibilities

- A. The Developer shall prepare a final plat to dedicate Dedicated Right-of-Way to the City shown in Exhibit A attached hereto and to include a new legal description of the Subject Property to reflect Abandoned Right-of-Way, subject to Developer's approval. The Developer shall obtain all required signatures on all required copies. The Unified Development Code requirement to submit a final plat application and associated fee for Planning Commission action is hereby waived, and the final plat shall be subject to administrative approval by the Development Services Department.
- B. The Developer or their assigns, including future property owners, shall have the right to secure or limit access to the Subject Property; however, all public utility providers and emergency responders shall be granted access as needed to the Public Utility Drainage Easement ("PUDE") through installation of a Knox Box or other similar emergency key box reasonably acceptable to the City.

3. City's Responsibilities

- A. The City shall abandon by Ordinance the Abandoned Right-of-Way to become part and parcel of the Subject Property. Further the Abandoned Right-of-Way shall remain in a PUDE for the purpose of maintaining existing and/or future public utilities. The Unified Development Code requirement to submit an application and associated fee to abandon right-of-way is hereby waived.
- B. The City shall record the signed final plat and provide the Developer with a recorded original.
- C. Upon recordation of the plat, the City shall deed, by Quitclaim Deed, the Abandoned Right-of-Way to each respective Developer.
- D. Upon recordation of the plat, the Developer shall deed, by Quitclaim Deed, the Dedicated Right-of-Way to the City.

4. Agents for the City

The Agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or their designee. The agent for the Developer is Brian Hercules, or his designee.

5. Notices and Communication

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand or delivery or mailed by first class, postage prepaid, registered, or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, TN
P.O. Box 789
199 Town Center Parkway
Spring Hill, TN 37174

With a copy to:

Patrick Carter, City Attorney
809 South Main Street, Suite 100
Columbia, TN 38401

And

Dara Sanders, Development Services Director
8060 Station Hill Drive
Spring Hill, TN 37174

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

Hollingshead Materials, LLC
Smyrna Ready Mix Concrete, LLC
1000 Hollingshead Circle
Murfreesboro, Tennessee 37129
Attn: Legal Department

6. 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.

7. Liability

The City shall have no liability except as specifically provided in this Agreement. Developer shall otherwise indemnify and hold the City harmless from any and all claims, losses, damages, and lawsuits arising out of the transaction contemplated in this Agreement.

8. Governing Law

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

9. 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.

10. 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 the Agreement, which shall remain in full force and effect.

11. 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

12. Amendment

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

13. 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.

14. 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.

15. 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.

16. 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 either Party, the defaulting Party shall pay the reasonable attorney's fees and court costs of the non-defaulting Party associated with the enforcement of any of the provisions of any such document or this Agreement.

17. 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.

IT IS SO AGREED by the undersigned Parties as of the date first written above (the **"Effective Date"** of this Agreement).

DEVELOPER:

CITY:

HOLLINGSHEAD MATERIALS, LLC

CITY OF SPRING HILL, TENNESSEE

By: _____
Jeff Hollingshead, Chief Executive Officer

By: _____
MATT FITTERER, Mayor

Date: _____

Date: _____

SMYRNA READY MIX CONCRETE, LLC

By: _____
Jeff Hollingshead, Chief Executive Officer

Date: _____