

**MASTER DEVELOPMENT AGREEMENT**

THIS AGREEMENT, entered into this the June 4th, 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 June 3, 2024.**

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

**City of Spring Hill**

A handwritten signature in blue ink, appearing to read "Jim Hagaman", written over a horizontal line.

Signatory: Jim Hagaman

Email of signatory: [jhagaman@springhilltn.org](mailto:jhagaman@springhilltn.org)

Timestamp: Tuesday, June 4th, 2024 9:54 PM UTC

**Buckner Lane Partners, LLC**

A handwritten signature in blue ink, reading "Don Alexander Sr", written over a horizontal line. A small "x" is visible below the first letter of the first name.

Signatory: Don Alexander

Email of signatory: [dalexander@southeastventure.com](mailto:dalexander@southeastventure.com)

Timestamp: Wednesday, June 5th, 2024 11:01 PM UTC

Buckner Lane Partners, LLC

Contract ID  
664b92f54e8ce66cf1f7e943  
Filename

City of Spring Hill



Signatory: Jim Hagaman  
Email of signatory: jhagaman@springhilltn.org  
Timestamp: Tuesday, June 4th, 2024 9:54 PM UTC

Buckner Lane Partners, LLC



Signatory: Don Alexander  
Email of signatory: dalexander@southeastventure.com  
Timestamp: Wednesday, June 5th, 2024 11:01 PM UTC

What	When	Where
 Signed by Don Alexander dalexander@southeastventure.com	Jun 5, 2024 11:01 PM UTC	IP 162.247.210.75 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/17.5 Safari/605.1.15
 Sent for signing by Jim Hagaman jhagaman@springhilltn.org	Jun 4, 2024 9:55 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0
 Signed by Jim Hagaman jhagaman@springhilltn.org	Jun 4, 2024 9:54 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0
 Viewed by Jim Hagaman jhagaman@springhilltn.org	Jun 4, 2024 9:53 PM UTC	IP 76.9.164.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0
 Sent for signing by Missy Stahl mstahl@springhilltn.org	Jun 4, 2024 6:36 PM UTC	IP 24.151.189.147 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0
 Created by Missy Stahl mstahl@springhilltn.org	May 20, 2024 6:14 PM UTC	IP 24.151.189.147 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/125.0.0.0 Safari/537.36 Edg/125.0.0.0