

**RESOLUTION 23-115**

**A RESOLUTION TO APPROVE A JOINT DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SPRING HILL AND GV SPRING HILLS, LLC FOR THE  
DEVELOPMENT OF AN INDUSTRIAL PARK WITHIN THE CITY LIMITS OF  
SPRING HILL**

**WHEREAS**, the GV Spring Hills, LLC is desirous to construct a 5,700,000 Square foot industrial, logistical and warehousing space within the City and has an approved development plan for such project; and

**WHEREAS**, the Board of Mayor and Alderman have approved PDP 1323-2022 for such plan and such plans requires cooperation between the Developer and the City to accomplish all of the infrastructure development required to support such a use ;and

**WHEREAS**, it is in the best interest of the both parties to identify their respective roles and responsibilities to achieve such a development ;

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen approve the Joint Development Agreement between the City of Spring Hill, TN and GV Spring Hill, LLC

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of June, 2023.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney

**JOINT DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF SPRING HILL, TN**  
**AND GV SPRING HILL, LLC**

**THIS JOINT DEVELOPMENT AGREEMENT** (this “Agreement”), is entered into this the \_\_\_\_ day of June, 2023, by and between GV Spring Hill, LLC (hereinafter the “Developer”), a Delaware limited liability company, with an address C/O Greenlaw Partners, 2211 Michelson Drive, Suite 200, Irvine, CA, and the CITY OF SPRING HILL, TENNESSEE (hereinafter the “City”), a municipal corporation organized and existing under the laws of the State of Tennessee.

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of real property situated in Spring Hill, Maury County and Williamson County, State of Tennessee, generally proximate to and southeasterly of the interchange of Saturn Parkway and Interstate-65; and

**WHEREAS**, the City’s Board of Mayor and Aldermen approved Developer’s Preliminary Development Plan project (hereafter the “Business Park” or “PDP”) through Ordinance 22-26, PDP 1323-2022 on or about January 3, 2023, which approval includes development permissions for approximately 5,700,000 square feet (SF) of industrial, logistics, and warehousing space, and such other uses as are consistent with the PDP approval; and

**WHEREAS**, the Business Park development project is anticipated to generate 5,000 jobs (construction and long term) and new revenue streams through business attraction and economic development for not only the City, but Maury and Williamson Counties, as well as other municipalities located therein; and

**WHEREAS**, buildout of the Business Park development project is expected to lead to significant future infrastructure improvements to the region including on-ramp and off-ramp connections between Saturn Parkway, Interstate-65, and Duplex Road, in addition to other wet and dry utilities and supporting roadway infrastructure providing access to the Business Park and local roads; and

**WHEREAS**, the Developer and the City anticipate that the Business Park development project infrastructure will be financed, in part, through various public investment sources including, but not limited to, funds and programs available from the Federal Government, Federal Highway Administration, State of Tennessee, and Tennessee Department of Transportation; and

**WHEREAS**, prior to the date of this Agreement the City approved Developer’s proposal to phase its implementation of certain off-site infrastructure improvements for the PDP (which Phasing Plan is attached hereto as Exhibit “A” and incorporated herein by this reference) which work includes, but is not limited to, Developer’s proposed realignment of the layout Jim Warren Road easterly of Interstate-65 (west of its existing layout); and

**WHEREAS**, the City and the Developer also mutually agreed upon descriptions of each scope of work and the incremental phased nature and timing of construction of the improvements described in the table attached to this Agreement as Exhibit “B” and incorporated herein by this reference; and

**WHEREAS**, the Developer and the City have agreed to work collaboratively and cooperatively to develop and gain approval of an Economic Impact Plan and Tax Increment Financing (TIF) incentive in the maximum permissible amount and term to be incorporated with other sources of funding utilized by Developer and the applicable governmental entities to finance construction of the Improvements; and

**WHEREAS**, prior to the date of this Agreement the City approved the Industrial Collector cross-section design for the realigned sections of Jim Warren Road east of Interstate-65 to be utilized within the Business Park (approved cross-section being more particularly shown in Exhibit “C” attached hereto and incorporated herein by this reference) and agreed to promote and recommend to the appropriate City officials, bodies, boards, agencies or commissions the resolution, adoption, and / or approval of amendments to its Uniform Development Code and Master Thoroughfare Plan for use and implementation of the Industrial Collector standard defined in this Agreement; and

**WHEREAS**, the Developer and the City have agreed to work collaboratively and cooperatively to identify, secure, and prioritize public (non-private) funding sources to substantially fund, replace, improve, and widen the Jim Warren Road bridge over Interstate-65 to a fifty-eight foot (58’) layout consistent with the cross-section more particularly shown in Exhibit “D” attached hereto and incorporated herein by this reference, for purposes of enhancing traveler safety, capacity, and connectivity; and

**WHEREAS**, the Developer and the City have agreed to work collaboratively and cooperatively to identify, secure, and prioritize public (non-private) funding sources, or an additional tax increment financing (TIF) incentive, the purpose of which is to fund construction to relocate and improve the Jim Warren Road bridge over Rutherford Creek to a two (2) travel lane industrial collector standard with four foot (4’) shoulder cross-section, serving to enhance traveler safety, capacity, and connectivity; and

**WHEREAS**, the City intends to prioritize City funding sources allocable to the construction and realignment of the existing Jim Warren Road beginning at Port Royal Road east to just past the Old Port Royal Road intersection (where the Steadfast Development will also be connecting their bridge and roadway along their development, as generally shown in Exhibit “A”), and agrees to promote and recommend to the appropriate City officials, bodies, boards, agencies or commissions the resolution, adoption, and / or approval of such act; and

**WHEREAS**, the City intends to amend the Master Thoroughfare Plan for Jim Warren Road from Port Royal Road east to Interstate-65 reducing the five (5)-lane arterial standard to a three (3)-lane collector standard due to the change in land use from three thousand (3,000) residential homes to the approximately 5,700,000 square feet of multiple-use manufacturing, logistics, and warehouse development (non-residential) approved within the PDP east of Interstate-

65, intending that future frontage improvements will be the responsibility of the adjacent property owners at time of their development or by the City as a capital improvement project; and

**WHEREAS**, the City and the Developer intend that the Developer will not be responsible for curb, gutter, sidewalk or trails west of I-65 along Jim Warren Road and curb, gutter, sidewalk or trails will not be required within the Business Park east of I-65; and

**WHEREAS**, the City has determined that the existing two (2)-lane collector cross-section of the Jim Warrant Road bridge will be sufficient for up to 5,000,000 square feet of industrial, logistics, warehouse, and other permitted development within the Business Park; and

**WHEREAS**, the City and the Developer expect that on-ramp and off-ramp connections between Saturn Parkway, Interstate-65, and Duplex Road will be constructed prior to the time capacity of the two (2)-lane collector standard is exceeded, which will serve to accommodate current volume capacity concerns on the existing Jim Warren Road; and

**WHEREAS**, the Developer and the City have agreed to work collaboratively with Maury County for design and implementation of water infrastructure to serve the project area until such time that the City of Springhill and Maury County identify the long-term service provider of water for the Business Park, and the City agrees to promote and recommend to the appropriate City officials, bodies, boards, agencies or commissions the resolution, adoption, and / or approval of the necessary acts to effectuate its agreements with the Developer concerning water infrastructure and service; and

**WHEREAS**, the Developer and the City have agreed that the City will provide sewer service for the Business Park and the developer will design and construct the sewer infrastructure to City standards with the general layout along the Rutherford Creek flood basin extending the infrastructure from west of Interstate-65 east into the Business Park (as more particularly shown in the sketch attached hereto as Exhibit "E" and incorporated herein by this reference); and

**WHEREAS**, taken collectively, the work depicted and described in Exhibit A, B, C, D and E shall be hereinafter referred to as the "Improvements"; and

**WHEREAS**, Developer and the City have agreed to work collaboratively and cooperatively to gain all necessary entitlements, permits, approvals, will-serve letters and licenses from all authorities having jurisdiction for wet and dry utility extensions and connection rights, and to acquire easements, rights, and privileges required to implement the Infrastructure projects contemplated in this Agreement through, without implied limitation, use of eminent domain (to condemn land should a willing buyer and seller agreement of land for public purposes not be achieved through reasonable efforts by Developer at a fair market value); and

**WHEREAS**, the City has agreed to assist Developer's completion of all grant funding applications and all existing and novel opportunities to capture and reinvest assessments and other municipal charges from future users of the infrastructure Improvements including, but not limited to, revenue raised from private and public water and sewer connections; and

**WHEREAS**, Developer and City will strive to Substantially Complete said Improvements on or before June 30, 2033, and said infrastructure improvements will be incrementally phased in accordance with needs and nexus to each phase of use or construction within the Business Park consistent with the Phasing Plan and Scope of Work descriptions attached to this Agreement; and

**WHEREAS**, City intends to grant to Developer, from time to time, certain easements over and across certain portions of the project area to build, construct, access, operate, repair and maintain the Improvements (the "Easement(s)") and shall promote and recommend to the appropriate City officials, bodies, boards, agencies or commissions the resolution, adoption, grant and / or approval of the Easements. Each Easement will be memorialized in an Easement Agreement, the form and substance of which will be attached as an Exhibit to this Agreement; and

**WHEREAS**, the Developer and the City have mutually proposed to enter into this Joint Development Agreement for purposes of memorializing their agreements concerning the Improvements;

**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 for purposes of construction and interpretation of the agreements reached between the City and the Developer.

**2. Scope of Work**

All Improvements, when substantially completed, shall meet City, State, and Federal roadway standards, as applicable, or such lesser standard if agreed upon in this Agreement or in any future waiver or design exceptions are granted by the appropriate authority. The Developer and the City acknowledge that completion of the Improvements is for their mutual benefit, and shall therefor jointly develop thorough and complete scopes of each component of the infrastructure Improvement work to be completed which shall include, but not be limited to, division of tasks to accomplish all methods of land acquisition, development, construction, management and delivery of capital projects, federal/state/county/local funding, inspections and approval of any additional private and public (non-private) funding sources.

**3. City Responsibilities**

The City agrees to cooperatively work with the Developer on permitting and entitlements, providing access and construction easements, utility extensions and future special assessment districts for water/sewer infrastructure funding and connection rights, and additionally, to assist Developer to identify funding sources and mechanisms such as TIF/SAD and/or PILOT Agreements for necessary land acquisitions and for construction of the Improvements. In addition, the City agrees:

- A. to prioritize grant application and federal/state funding sources to the design and construction of the Jim Warren Road Bridge over Interstate-65. The City shall prioritize this capital project ahead of all other expenditure needs when selecting uses of funds for Infrastructure Bill funding proceeds (the infrastructure for the Jim Warren Road bridge over I-65 includes the design, permitting, construction and inspection for the bridge structure and appropriate transitions on either side)
- B. to maintain Jim Warren Road (west of the Interstate-65 Bridge) as a two (2)-lane collector roadway until the Business Park is improved in excess of a cumulative 5,000,000 square feet of total vertical development. Jim Warren Road ultimate configuration will be a three (3) lane collector road. All curb, gutter, sidewalk, trail, path, and other public infrastructure amenities will be the responsibility of adjacent landowners developing their property on an as-developed basis, or shall be sooner funded and constructed by the City. The City shall be responsible for amendment of roadway classifications within its Master Thoroughfare Plan, provided that the Developer shall be responsible for classification of roadways within the Business Park to create an industrial collector standard.
- C. to provide will-serve stub connections to developable parcels within the Business Park, and to the extent possible, to use best efforts to obtain the maximum permissible amount of funds from all available sources including, but without implied limitation, the Infrastructure Investment and Jobs Act (the "Infrastructure Bill") becoming Public Law No: 117-58 on or about November 15, 2021, and to support and implement both tax improvement financing (TIF) and special assessment districts for infrastructure financing programs for the Developer's projects.
- D. to coordinate and manage entitlement, design, and construction plans and drawings, and all permitting for public infrastructure and on-site building permits.
- E. to coordinate and manage inspections and construction of projects.
- F. to facilitate the takings, easements, and acquisitions of private property for public use rights of way and utility easements.
- G. to coordinate and manage any public bidding process required as a result of governmental funding sources.
- H. to collaborate with the Developer's agents, contractors, and employees, along with all state, local, and regional economic development organizations now or hereafter existing including, but without implied limitation, the Maury Alliance and the Spring Hill Chamber of Commerce, to attract and recruit businesses to the Business Park that increases jobs and enhances revenue for the local municipality.
- I. to rely on Exhibit "A" and Exhibit "B" to identify infrastructure needs and timing without additional studies for each developable parcel (as long as Trip Generation for

parcel and region phase stay within an acceptable range of Traffic Impact Study assumptions)

- J. to facilitate business attraction/economic development through streamlined parcel site plan reviews and building permits.
- K. to prohibit referral of proposals, requests, and applications to the City's industrial development board which, in the Developer's sole discretion, may serve to adversely affect, impair, or otherwise undermine any material agreement made between the City and the Developer in this Agreement, or which may limit (by any factor, whether or not de minimis) the tax revenue theoretically capable of generation within the Business Park and the TIF Economic Development Plan Area.
- L. that the City is authorized to enter into this Agreement.
- M. that this Agreement will bind future City Boards of Mayors and Alderman to the terms and obligations specified in this Agreement to the extent legally permissible.
- N. that the City shall defend, in good faith, the enforceability of this Agreement and the rights of the City and Developer hereunder.

#### **4. Developer Responsibilities**

The Developer will be responsible for:

- A. Coordination and management of contractor and construction efforts for the implementation of the Improvements that are not required to go out for public bidding process due to funding source.
- B. Collaboration with the City Economic Development team and all state, local, and regional economic development organizations now or hereafter existing including, but without implied limitation, the Maury Alliance and the Spring Hill Chamber of Commerce to attract and recruit businesses to the Business Park that increase jobs and enhance revenue for the local municipality.
- C. Bidding and execution of contracts with Design Consultants (civil, structural, landscape, architectural, etc.) for Improvements within the public right-of-way. Developer intends to hire Goodwyn, Mills, Cawood (GMC) & others to complete the applicable design elements of the Improvements.
- D. Execution of environmental studies and assessments for Business Park development and improvement including (without implied limitation) through Federal Emergency Management Association (FEMA).
- E. Payment and management of consultants and attorneys to produce Economic Impact Plans and Tax Increment Financing incentive proposals (related to Public Infrastructure & Roadways) and Special Assessment Districts (related to Sewer/Water infrastructure

Improvement recapture) to assist with financing public infrastructure to develop land and attract and recruit businesses to the Business Park.

- F. Managing the performance of infrastructure improvements, entitlement process with the City, and design plan approval process with the City, County(ies), and State of Tennessee, as applicable.
- G. Developer agrees to dedicate or acquire necessary land for right-of-way provided, however, if Developer after use of commercial reasonable efforts is unable to acquire the necessary title from any private party(ies) for monetary amounts commensurate with the reasonable appraised land value for the purposes for which such land will be utilized (i.e., to be incorporated within the layout of publicly travelled roads and improved for all purposes in which roadways may be used or improved in the County or City in which the land is located), then the City shall acquire title by eminent domain, condemnation, or other public process, and Developer shall not be liable to the City for the payment or reimbursement of land damages, or any fees, costs, or expenses associated with or resulting from the City's acquisition thereof including, but not limited to, attorneys' fees.
- H. As part of the Improvements, to fund the master plan, design, and construction of water and sewer backbone infrastructure within the public right-of-way or create public utility easements for the entirety of the Business Park, and collaborate with the City to use best efforts to obtain the maximum permissible amount of funds from all available sources including (but without implied limitation) the Infrastructure Investment and Jobs Act (the "Infrastructure Bill") becoming Public Law No: 117-58 on or about November 15, 2021, and to support and implement both tax improvement financing (TIF) and district improvement financing (DIF) programs for the Developer's projects.
- I. In connection with the City Responsibilities described in Section 3.B., Developer will do core samples to identify structural integrity of existing roadway to identify ways, if necessary to improve Traffic Index structural section.

The parties expressly agree that Developer's responsibilities arising under this Agreement including, but not limited to, those enumerated in this Section 4 above shall be subject to City's performance of its responsibilities arising under this Agreement, and shall be further subject to the grant of certain resolutions and ordinances effectuating and approving the Improvements as are outside of the City's executory authority inclusive of, but without implied limitation: (1)

The parties further expressly acknowledge and agree that certain of Developer's obligations and responsibilities under this Agreement are contingent on successfully obtaining prior financing from certain funding sources as the same are described in this Agreement, such that, if such financing is not obtained, Developer shall be relieved of its obligation to perform the portion of the Improvements for which such financing was sought. By way of example, and without limitation, if Developer and City are unable to obtain public (non-private) funding sources which are adequate to fully fund the portion of the Improvements described in Exhibit "D" attached

hereto, then Developer shall not be obligated to perform such work, and shall not be in breach of this Agreement for the failure to perform such work.

The Developer shall have the right to assign, grant, and transfer this agreement, or any right, privilege, or obligation herein expressed, to its affiliates, non-affiliates, investors, businesses, developers, or tenants, in whole or in part, as may be convenient or necessary to execute land development and improvements, or building construction all as herein contemplated.

#### **5. Agents for City and Developer**

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee. The agents for the Developer (GV Spring Hill, LLC) are Greenlaw Partners and The Richmond Company, Inc., including (but without limitation) their respective designees identified in writing from time to time with privilege of substitution, whom at the time of execution of this Agreement are, Joseph Mahoney, of Greenlaw Partners and Philip Pastan of The Richmond Company, Inc.

#### **6. Term**

This Agreement shall commence on the Commencement Date and shall expire twelve (12) months after the Improvements are Substantially Complete, unless this Agreement is terminated, modified, or extended pursuant to the provisions of this Agreement or the mutual consent of the parties hereto. The parties may negotiate to extend the Term for additional periods of a length to be determined by the parties.

#### **7. Termination of Agreement.**

Upon the expiration of the Term or upon any other termination of this Agreement, this Agreement shall be deemed terminated and of no further effect.

Notwithstanding any other provisions of this Agreement to the contrary, Developer retains the right to terminate this Agreement upon 30 days' written notice to the City in the event Developer reasonably determines that either (i) the construction of the Improvements has become economically infeasible due to changes in market conditions, increased costs, or burdens imposed, consistent with this Agreement, by the City or any other governmental entity as conditions subsequent to execution of this Agreement or pursuant to this Agreement, or (ii) Developer is unable to obtain financing from funding sources as the same are described in this Agreement, and such failure, in Developer's sole but commercially reasonable discretion, would materially and adversely impact Developer's ability to Substantially Complete the Improvements. Upon the termination of this Agreement, neither party shall have any further rights or obligations to each other except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth herein as surviving the termination of this Agreement.

## 8. Default, Remedies

8.1 Failure by any party to perform any material term or provision of this Agreement required to be performed by such party shall constitute an event of default (an "Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party", and the party alleged to be in default shall be referred to as the "Party in Default."

8.2 In the event that a Complaining Party desires to assert that an Event of Default has occurred hereunder, the Complaining Party shall give written notice of default to the Party in Default, specifying in reasonable detail the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default. In the event of any Event of Default (whether or not material), the Party in Default shall use reasonable efforts to cure, correct or remedy the Event of Default claimed. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies. If an Event of Default occurs, prior to the Complaining Party exercising any remedies pursuant to the further provisions of this Section 8.2, the Complaining Party shall give the Party in Default written notice of such default and an opportunity to cure the default within the applicable time period set forth herein.

8.3 If the default is reasonably capable of being cured within 30 days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such 30 day period, the Party in Default shall have such additional time as is reasonably necessary to cure such Event of Default, provided that: (i) the cure is commenced within such 30 day period; (ii) the cure is diligently prosecuted to completion at all times thereafter; and (iii) at the earliest reasonably practicable date (in no event later than 30 days after the Party in Default's receipt of the notice of default), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30 day period. Subject to the foregoing, if the Party in Default fails to cure a material Event of Default in accordance with the foregoing, the Complaining Party, at its option, may terminate this Agreement, and/or institute legal proceedings pursuant to this Agreement. In the event that the Party in Default fails to cure a non-material Event of Default within the applicable cure period, the Complaining Party shall have all of its rights and remedies with respect thereto as may be available at law or in equity, subject to the express limitations on remedies set forth in this Agreement; provided that this Agreement shall not be terminated in respect to a non-material Event of Default.

8.4 Subject to notice of default and opportunity to cure under Section 8.3, and subject further to the limitation on remedies set forth in Section 8.5, in addition to any other rights or remedies, any party to this Agreement may institute legal action to cure, correct or remedy any default of the other party, to enforce any covenants or agreements herein to be performed by the other party, to enjoin any threatened or attempted violation hereof, or to obtain any other remedies consistent with this Agreement.

8.5 The parties agree that the City shall have limited remedies for monetary damages (in an amount not to exceed the aggregate amount of permit or similar fees for which Developer is responsible in connection with the Improvements) and specific performance as specifically provided for in this Section 8.5. The City shall not have any right to compel specific performance with respect to the construction of the Improvements, or any obligation herein to do so. Further, the City shall have no right to monetary damages as a result of Developer's failure to construct, operate, lease, or derive revenue from the Improvements. In no event shall the City be entitled to consequential damages or punitive damages for any breach of this Agreement.

## **9. 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.

Notwithstanding the generality of the foregoing, the City and the Developer recognize that the Improvements have been designed in conjunction with the required off-site improvements for the Spring Hill Towne Crossing Development Project, more particularly defined in a set of Construction Plans prepared for the aforementioned project and entitled, "Spring Hill Towne Crossing" project, dated September 5, 2021 and revised June 10, 2022. The City agrees and hereby provides its assurances that Developer shall under no circumstances have any responsibility or liability to pay or contribute to the cost and effort of the infrastructure improvements or other mitigation offered or required of the proponent of the Spring Hill Towne Crossing Development Project, as presently designed or in the future modified.

In addition, the City hereby commits to support Developer's application or petition for each and every State and Federal funding program for which Developer's project may qualify including, but not limited to, the Infrastructure Bill and all funding programs made available through the Tennessee Department of Transportation such as the State Industrial Access Program. The City also commits to support Developer with County approval of Tax Increment Financing or Special Assessment Districts to fund Improvements such as public rights-of-way roadway, sewer, water or dry utility improvements.

## **10. 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, Tennessee.  
ATTN: City Administrator  
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:

GV Spring Hill, LLC  
C/O Greenlaw Partners  
Attn: Joseph Mahoney/Matt Nestlerode  
2211 Michelson Drive, Suite 200  
Irvine, CA 92612

With a copy to:

The Richmond Company, Inc.  
Attn: Philip Pastan, President  
23 Concord Street  
Wilmington, MA 01887

**11. 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. No waiver or indulgence given or construed to have been given on any one or more occasions shall constitute a similar waiver or indulgence on any future occasion.

**12. Liability**

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

**13. Governing Law**

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

**14. 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.

**15. 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 the remaining provisions of this Agreement, which shall remain in full force and effect.

**16. 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.

**17. Assignment**

Developer shall have the right to sell, transfer, convey, mortgage, encumber or assign this Agreement in whole or in part to any person, partnership, joint venture, firm, trust corporation or other entity at any time during the Term in Developer's sole and absolute discretion and without consent of the City; provided, however, that any such sale, transfer, or assignment shall include a written assignment and assumption of the rights, duties, and obligations of Developer arising under or from this Agreement. For the avoidance of doubt, none of the following shall constitute an assignment for purposes of this paragraph: (i) Developer is acquired or merges with any other entity, regardless of whether Developer is the surviving entity; or (ii) the sale of a majority, all, or substantially all of the membership interest in the Developer, or any other recapitalization or restructuring of the equity or ownership interest in the Developer.

**18. Modification, Amendment or Extension**

Subject to any notice and hearing requirements imposed by law, this Agreement may be modified, amended and/or extended from time to time by mutual written consent of the City and Developer.

**19. Statement of Compliance**

Within 30 days following any written request, in accordance with the notice provisions of this Agreement, which either party may make from time to time, the other party shall execute and deliver to the requesting party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, in effect, as modified, and stating the date and nature of such modifications; (b) that there are no current uncured defaults under this Agreement or specifying the dates and nature of any such uncured defaults; and (c) any other information relating to this Agreement or the performance thereof reasonably requested by the requesting party. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance

of the requesting party. Said statement(s) shall be in a form reasonably satisfactory to the City, Developer and to any purchaser, lender, title company, governmental agency, or other person reasonably requesting such statement(s) in connection with the sale, use, development, construction, financing or marketing of the Improvements or the Property. The City and Developer, for their own respective uses, shall also be entitled to obtain a statement of compliance at any reasonable time.

## **20. 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.

## **21. 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.

## **22. Attorney's Fees**

In the event either party becomes involved in legal proceedings against the other to enforce such party's respective rights or interests under this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees incurred in enforcing, perfecting and executing such judgment. For the purposes of this paragraph, such costs shall include, without limitation, in-house or outside attorneys' fees, costs and expenses incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examination; (d) discovery; and (e) bankruptcy litigation.

## **23. 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. The Parties agree that electronic signatures shall be and constitute original signatures for all purposes.

## **24. Certain Definitions**

**"Substantially Complete"** or **"Substantially Completed"** or any variations thereof as used in this Agreement shall mean the Improvements have been completed (except for reasonable punch list items and other minor items which can be fully completed without material interference with the use of the Improvements), free and clear of all liens.

**“Force Majeure”** means acts of God (such as tornado, flood, hurricane, etc.), fires and other casualties; embargos; sabotage; terrorism; or any similar types of events; delays in construction caused by weather events; or an unforeseen shortage in materials or labor; strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome including, without limitation, matters related to the coronavirus disease or another viral disease of comparable impact (any such disease **“COVID-19”**) and any COVID-19 related declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel bans, government mandated closures, disruption, breakdown, delayed production or interruption for any period of time of transportation, the use of equipment, labor or materials including, without limitation, the closing of government buildings, airports, harbors, railroads or pipelines or other infrastructure

***[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGE(S) AND EXHIBITS FOLLOW.]***

Approved by the City of Spring Hill Board of Mayor and Alderman on \_\_\_\_\_, 2023.

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

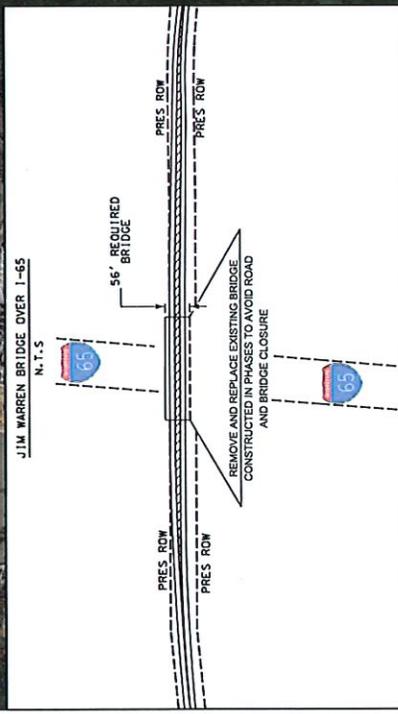
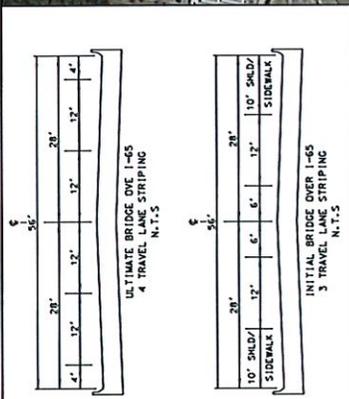
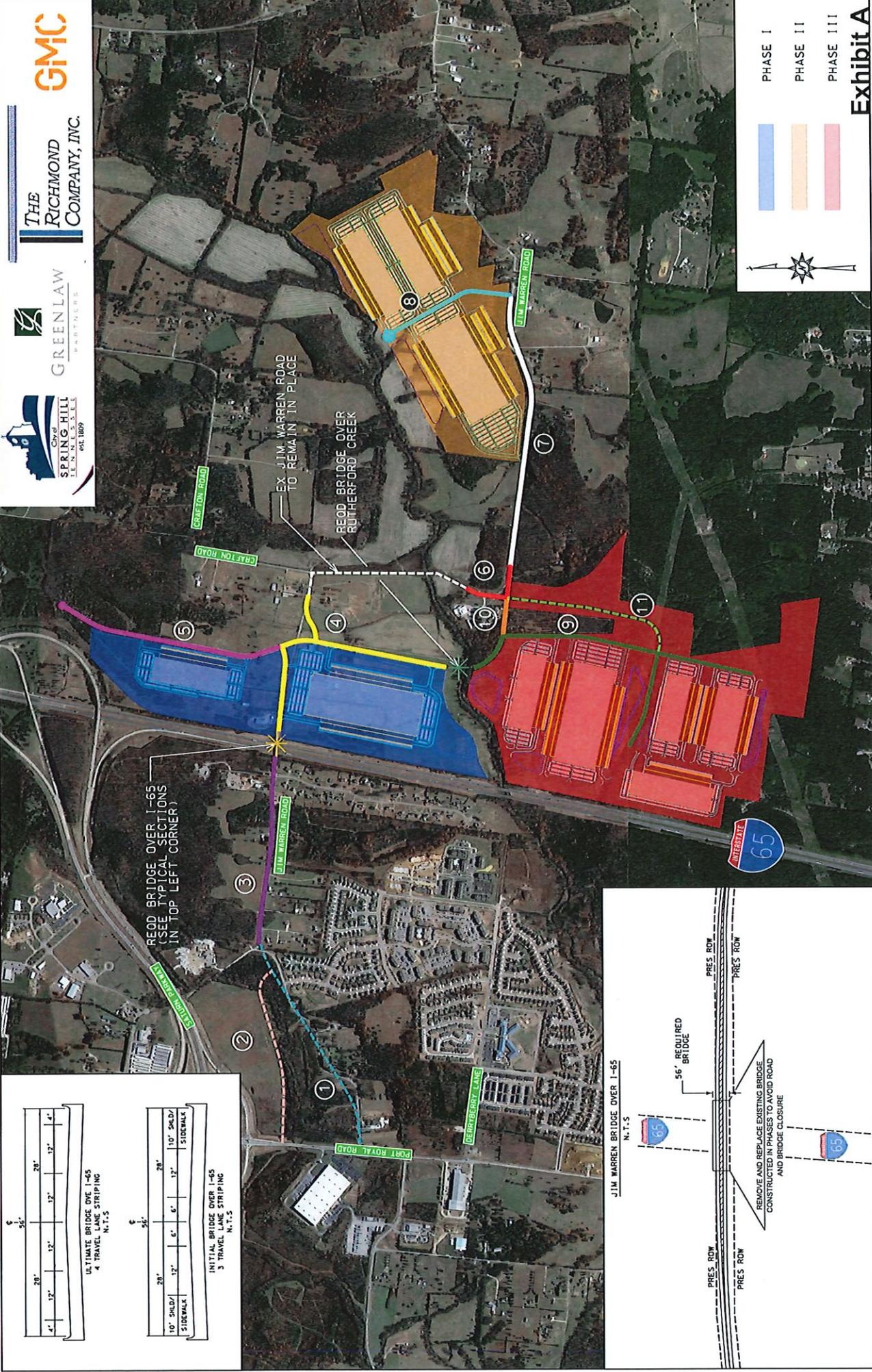
GV SPRING HILL, LLC

CITY OF SPRING HILL, TENNESSEE

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

X   
Jim Hagaman  
Mayor

X  
April Goad  
City Recorder



PHASE I  
 PHASE II  
 PHASE III

**Exhibit A**

# Exhibit B-1

## Project Suite Case: Incremental Phasing of Infrastructure and Improvements with Timing/Trigger for Implementation and Responsible Party

LAND DEVELOPMENT PHASE	MAP ID	Color on Map	Description	Timing/Trigger for Implementation	Responsible Party
Jim Warren	1	The Dashed Teal Blue Existing Jim Warren east of Port Royal	The existing alignment of the Jim Warren Rd from Port Royal east to where Steadfast Access Road connects is currently under construction along with a bridge over waterway at east end to "I" into the new realigned and straightened Jim Warren Road. There's an existing southbound left turn lane which can support 2.5 million SF. Warren Rd. Designed and paid for by City.	Approval and design are in progress. Complete by Q4 2026.	City
Steadfast Development	2	The Dashed Peach New Access Roadway to Steadfast Development east of Port Royal	The access road to Steadfast from Port Royal east (along southern edge of Steadfast Development) is currently under construction along with a bridge over waterway at east end to "I" into the new realigned and straightened Jim Warren Road. There's an existing southbound left turn lane which can support 2.5 million SF.	Under construction, to be completed Q2 2024	Steadfast Developer

## Project Suite Case: Generally southeast of I-65/Saturn Parkway interchange along Jim Warren and Rutherford Creek

### PHASE 1 (Blue Highlighted Land Development Area)

Greenlaw/Richmond Development

1	Yellow Star - Bridge across I-65	<ol style="list-style-type: none"> <li>Developer working on Grant Funding with City.</li> <li>The existing bridge over I-65 is sufficient for 2.0 million SF of development including Parcel A. Widening of the bridge to 36' total (first expanding to the north, then demolishing existing bridge and replacing it to the south) will allow up to 5.0 million SF of development. The bridge will be 36' wide so it can initially accommodate three 12' travel lanes and two 10' shoulders with the one structural cross-section able to accommodate striping four 12' wide travel lanes with two 4' shoulders when deemed necessary.</li> <li>Developer provided City with "conceptual" bridge for Jim Warren over I-65 for their use in NEPA RFP process to get ready for federal grant funding application.</li> <li>City to hire consultant to perform NEPA clearance and is taking the lead on the I-65 bridge application due in October 2023 (with an internal deadline of July 31).</li> <li>The goal for the bridge is to be paid for by federal/state funds including but not limited to design, environmental, and construction. Tax increment financing and other public/private partnerships will be available for any funding shortfalls.</li> <li>Developer will acquire/dedicate the ROW for the bridge and transitions.</li> </ol>	<ol style="list-style-type: none"> <li>Present - October 2023</li> <li>Bridge needs to be widened to 36' wide prior to 2 million SF and Parcel A final occupancy.</li> <li>Concept sent and RFP process selected consultant.</li> <li>In process, internal deadline July 31, 2023, grant application deadline October 2023.</li> <li>Grant application deadline October 2023.</li> <li>Basement dedication/ acquisition in process, to be completed prior to start of construction of bridge.</li> </ol>	City/Developer
3	The Purple (West of I-65) Jim Warren	<ol style="list-style-type: none"> <li>For the first 5.0 million SF we will keep as existing two lane County road.</li> <li>Developer will do core sampling for structural integrity.</li> <li>To resolve structural integrity, if necessary Developer will need to understand will City allow for an overlay and/or will the grind existing/mix concrete in for new subbase and overlay be a technique that they city would allow.</li> <li>For above 5.0 million SF, either the interchange improvements and access to Duplex (Pink extended to Duplex) to I-65/Saturn Parkway is imminent or Developer will widen the Purple to a three lane collector.</li> <li>No curb, gutter, sidewalk or trail will be installed along this roadway by Developer. All these frontage improvements will be completed by adjacent properties as the third party developer to or by the City when they deem them necessary.</li> <li>amending Major Thoroughfare Plan and Trails Master Plan as necessary to change from 5 lane arterial to 3 lane collector.</li> </ol>	<ol style="list-style-type: none"> <li>Utilizing existing 2 lane County roadway for the first 5.0 million SF.</li> <li>Do Core Sampling as part of Bridge over I-65 Design</li> <li>Resolve Structural Integrity at 3.0 million SF of occupied space.</li> <li>As Developer approaches 5.0 million SF, access the probability or certainty of I-65 interchange improvements to release capacity on Jim Warren west of I-65 to determine if widening Jim Warren is necessary based solely on the timing of interchange.</li> <li>Frontage improvements west of I-65 are responsibility of adjacent land owners when that land develops or a City Capital Project.</li> <li>Completed by Q2 2024 by City</li> </ol>	City/Developer
4	The Yellow (East of I-65 around Parcel A - Flint Development)	<ol style="list-style-type: none"> <li>Utilize the two lane industrial collector standard (under text amendment with city 75-90 day approval process work with PW Director/City Engineer) and build it to the south cul-de-sac at end of parcel prior to Rutherford Creek.</li> </ol>	<ol style="list-style-type: none"> <li>Developer initiating text amendment for the Industrial Collector standard. Construction to occur with development of Parcel A (land southeast of I-65/Jim Warren bridge)</li> </ol>	Developer
5	The Pink (Access Road north of Parcel A and Jim Warren)	<ol style="list-style-type: none"> <li>When land develops north of Jim Warren (northeast of I-65/Jim Warren Bridge), Utilize the two lane industrial collector standard and cul-de-sac at north end of parcel. This adjacent property may develop later or after the start of Phase 2 and 3 below depending on market and interchange funding.</li> </ol>	<ol style="list-style-type: none"> <li>Construction to occur with development of and northeast of I-65/Jim Warren bridge</li> </ol>	Developer

# Exhibit B-2

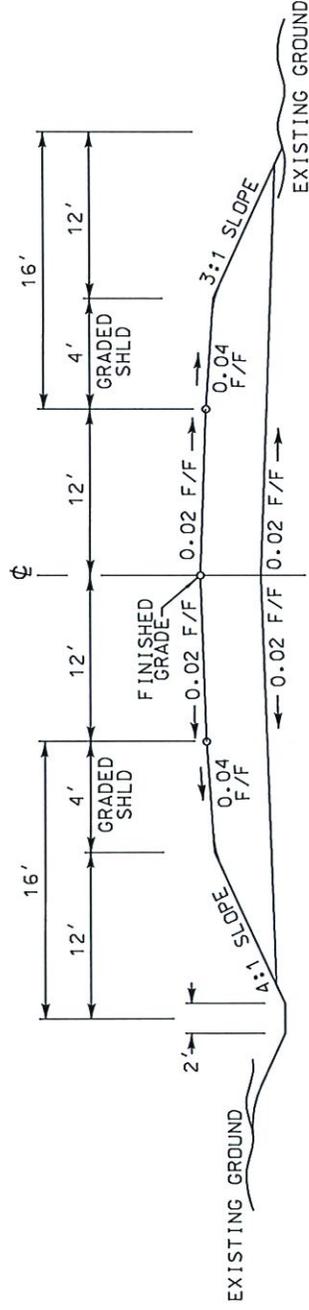
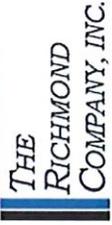
## Project Suite Case: Incremental Phasing of Infrastructure and Improvements with Timing/Trigger for Implementation and Responsible Party

LAND DEVELOPMENT PHASE	MAP ID	Color on Map	Description	Timing/Trigger for Implementation	Responsible Party
PHASE 2 (Yellow Highlighted Land Development Area/Parcel 14) Greenlaw/Richmond Development					
	6	The Red (Turn to go East from old Jim Warren alignment after crossing over Rutherford Creek)	<p>1. Square up and start forming the future stop controlled intersection. Utilize the two lane industrial collector standard.</p>	<p>1. As development of Phase 2 Parcel 14 reaches 100 acres and if improvements to Phase 3 have not begun (Green Star Bridge over Rutherford Creek, #9 and #10) then this turn is to be designed to square up and form future intersection or hopefully by the first 100 acres of development for Phase 2. Developer can assist to realign Jim Warren through Parcel 9 with a new bridge over Rutherford Creek (Green Star, #9, #10) and have this intersection become a three leg intersection with the old alignment having stop control.</p>	Developer
	7	The White (out to Parcel 14)	<p>1. Developer will do core sampling for structural integrity. City should put County on notice to maintain. Developer is not responsible for existing deferred maintenance. It is Developer's understanding that the City and County are resolving structural integrity issues present today.</p> <p>2. To resolve structural integrity, if necessary Developer will need to understand if City will allow for an overlay and/or will the grind existing/mix concrete in for new subbase and overlay. Minor structural patches 10'x10' in up to ten location along segment maybe necessary in interim.</p> <p>3. Developer will construct two lane industrial collector standard roadway, sewer and water are anticipated to be within Rutherford Creek flood plan and not roadway ROW.</p> <p>4. Developer can identify and dedicate ROW for Jim Warren to become an industrial collector on land that is Developer owned. Any land that Developer does not own the city will need to utilize eminent domain to acquire ROW. Dedicating ROW does not mean construct.</p>	<p>1. Once the first 100 acres of Phase 2 are developed.</p> <p>2. As Phase 2 construction occupancy begins, minor structural patches 10' x 10' in up to ten locations along segment maybe necessary. After first 100 acres of is occupied, work with City to enhance structural integrity.</p> <p>3. Prior to last building occupancy of Phase 2</p> <p>4. When Developer records a map for Phase 2 and prior to occupancy of last building.</p>	Developer
	8	The Sky Blue (Parcel 14)	<p>1. Developer will provide access to the parcel and utilize the two lane industrial collector standard for public roads.</p>	<p>1. As necessary in the development of Parcel 14</p>	Developer

# Exhibit B-3

## Project Suite Case: Incremental Phasing of Infrastructure and Improvements with Timing/Trigger for Implementation and Responsible Party

LAND DEVELOPMENT PHASE	MAP ID	Color on Map	Description	Timing/Trigger for Implementation	Responsible Party
Phase 3 (Red Highlighted Land Development Area/South of Rutherford Creek) Greenlaw/Richmond Development					
			Green Star - Bridge across Rutherford Creek	1. Utilize the two lane industrial collector standard and get necessary permits with FEMA/Army Corp. To be implemented to get access with the Phase 3 red phase land development or when city acquires Parcel 9 ROW/ easement through eminent domain.	Developer
	9		The Forrest Green (Phase 3 Red land development phase)	1. Utilize the two lane industrial collector standard and provide access from the east side of all building(s). All building(s) have internal circulation, so it is not needed to circulate a public roadway around all of the buildings as previously shown. This collector could cul-de-sac as each parcel going south is developed.	Developer
	10		The Orange (ROW across Parcel 9 connecting Forrest Green to Red Hair Pin turn intersection)	1. To be acquired by the City through eminent domain for public ROW and developer to construct and utilize the two lane industrial collector standard.	City/Developer
	11		The Lime Green (N-S roadway East side of Parcel 9)	1. This roadway only exists should Developer or the City not be able to acquire #10. The Orange (ROW/Easement across Parcel 9) or Phase 3 needs access and the Green Star bridge across Rutherford Creek and #10 are not yet implemented to provide access for initial buildings of Phase 3.	Developer
Saturn Parkway/I-65 Interchange Connection (via Duplex Road)				1. The Developer created a concept design plan to build fly over bridges and off ramps for the existing I-65/Saturn Parkway interchange to connect to Duplex Road. 2. The Developer and City need the interchange improvements to provide access to I-65 for existing residents off Duplex Road to relieve Port Royal/Saturn Parkway interchanges and additional Project Suite Case business park economic development investment for new businesses and jobs.	City/Developer
Funding Sewer and Water Infrastructure				1. Developer to work with City to establish a publicly-funded sewer and water infrastructure financing district.	City/Developer
Funding Roadway Infrastructure				1. Developer to work with City to establish a TIF.	City/Developer
Design Speed of Roadways within Business Park				1. The industrial collector will be designed for 35 mph and posted at 30 mph. The City is responsible to any necessary policy or standard revisions. This will enhance safety within Business Park. Phase 2 and Phase 3 are largely accessed off Jim Warren Road however, Jim Warren Road goes through Phase 1.	City/Developer



TYPICAL SECTION TO BE USED FOR:  
JIM WARREN ROAD

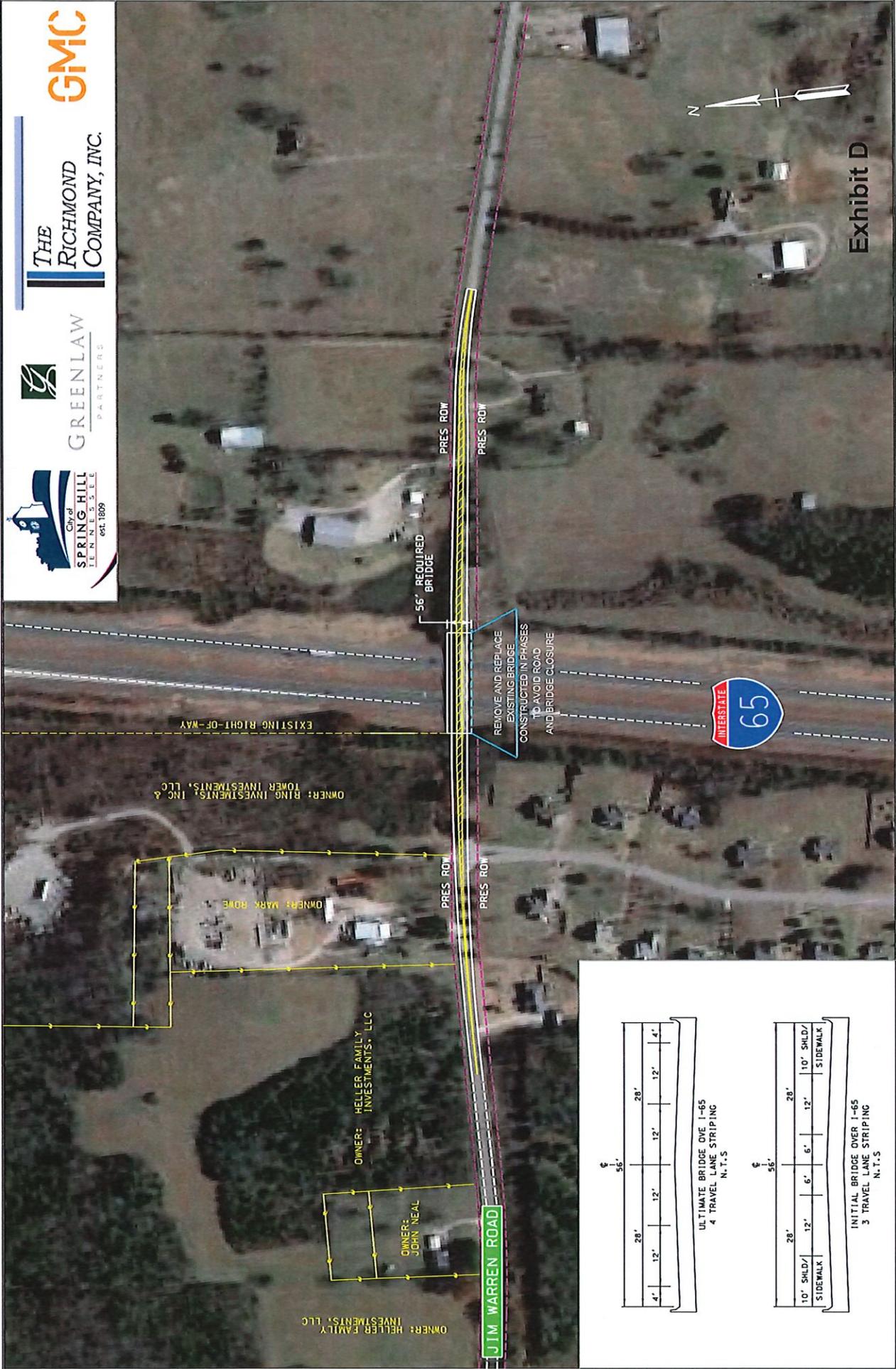
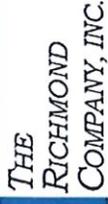


Exhibit D



