

**PROPOSED TERMS
GOODALL HOMES – 2183 KIDD ROAD**

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for the Development. All conditions in this Agreement are in addition to any requirements of the Nolensville Municipal Code (the “*Code*”), state law, and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Construction of Improvements.

a. *General*. Developer shall, at its own expense, design, construct and install all public improvements on the Property necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, streetlights, water, wastewater, storm sewer and drainage facilities, and trails and park improvements (collectively the “*Improvements*”).

b. *Testing and Inspection*. Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town.

c. *Rights-of-way and Easements*. Prior to construction of any Improvements that require additional rights-of-way or easements (including, without limitation, any roadway and utility easements), Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

d. *Permits*. Developer shall, at its own cost, obtain the following permits, as applicable: (i) any permits required by the United States Corps of Engineers; (ii) Tennessee Department of Environment and Conservation General Permit for Stormwater Discharges Associated with Construction Activity; and (iii) Town grading, stormwater quality and right-of-way permits.

e. *As-Built Drawings*. Upon completion of construction of the Improvements, Developer shall provide the Town with complete “as-built” drawings for stormwater items.

f. *Applicable Law*. Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* (“*CERCLA*”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“*RCRA*”); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Tennessee; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

3. Specific Improvements. In accordance with the Phasing Plan (as defined herein), Developer shall cause to be constructed or furnished and installed, at Developer's own expense and in conformance with the approved plans and Town standards, all of the following Improvements on the Property:

a. *Streets, Alleys and Sidewalks.* Developer shall construct all required street and sidewalk improvements in conformance with the approved plans and Town standards.

b. *Signs and Striping.* Developer shall install street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as amended, and other applicable legal requirements.

c. *Streetlights.* Developer shall install or cause to be installed streetlights, of a type and in accordance with the approved plans and Town standards and of a type that are regularly available from the electric utility provider, concurrently with the construction of the streets on which they are located.

d. *Water.* Developer shall install all required water mains, lines, and appurtenances. Developer shall pay all potable water dedication fees, for both residential and landscaping uses, prior to the issuance of residential building permits and the installation of landscaping in parks, open space and right-of-way tracts.

e. *Wastewater.* Developer shall install all required sewer lines and appurtenances. Prior to the issuance of any building permits for the Development, all sanitary sewer improvements shall be substantially completed as determined by the Town and all associated wastewater capacity fees shall be paid.

f. *Drainage Facilities.* Developer shall install all required drainage facilities, in compliance with Town standards.

g. *Landscaping.* Developer shall install all required landscaping, structures, trails and sidewalk improvements in accordance with a Town-approved landscape plan.

h. *Utilities.* Developer shall install all on-site and off-site electric, natural gas, telephone, cable other utilities, underground as required by the Code.

4. Acceptance of Improvements and Warranty.

a. *Acceptance.* Once the Improvements are substantially complete for each Phase, Developer shall request an inspection by the Town. If the Improvements for such Phase are satisfactory, the Town shall grant acceptance of such Improvements (“*Acceptance*”). If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Acceptance for such Phase. Developer shall complete all needed repairs, replacements, construction or other work within 60 days of said notice, or such longer period as may be reasonably necessary. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work.

b. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a one-year warranty, commencing on the date of Acceptance for such Phase (the “*Warranty Period*”). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements. In any Phase of the Development, the Developer will be liable for any action by the Developer that damages and/or results in a failure and/or partial failure of any Improvements previously dedicated to and accepted by the Town when said Improvements are outside the

Warranty Period. If a reasonable plan of action, secured by a Letter of Credit, is not agreed to by Developer and Town to alleviate such damage, the Town may refuse to issue any additional building permits and/or certificates of occupancy. Absent an Agreement the Town may repair the damage by calling any outstanding Letter of Credit that is surety for the Phase of the Development that caused the damage and/or failure of a previously accepted Improvement.

5. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a financial guarantee in the form of a letter of credit in an amount equal to 110% of the total Improvement cost for each Phase (each, an “**Improvement Guarantee**”). Each Improvement Guarantee shall be evidenced by a “Performance Agreement” to be entered into between Town and Developer.

b. *Timing.* Developer shall not commence construction on any Phase, including without limitation, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Improvement Guarantee for that Phase.

c. *Draw.* If Developer fails to complete Improvements per the terms of this Agreement, the Town may draw on the associated Improvement Guarantee to complete the Improvements. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 calendar days of a request by Developer.

d. *Reduction.* Upon Acceptance of all of the Improvements for a particular Phase, the Improvement Guarantee shall be reduced to the amount of 30% of the total Improvement Guarantee. The reduced Improvement Guarantee shall be held by the Town during the Warranty Period and promptly released to Developer upon the expiration of the Warranty Period.

e. *Roadway Projects.* Developer shall obtain Improvement Guarantees for the Kidd Road Roadway Project and Intersection Improvement Project before Developer begins such projects pursuant to the terms of this Agreement.

6. Maintenance.

a. *Improvements.* Unless dedicated to and accepted by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations for any Improvement, including landscape medians, to a homeowners association or any other entity, Developer shall obtain prior approval from the Town.

b. *Vacant Lots.* Developer shall be responsible for landscaping maintenance, including weed control, on all vacant lots until such time as the lot is developed and conveyed to an individual owner.

7. Phasing. The Development shall be constructed in phases in accordance with Exhibit B (the “**Phasing Plan**”), attached hereto and incorporated herein by this reference, and is subject to change with final Site Plan Documents and/or Final Plats. The following limitations and modifications shall apply to the Phasing Plan:

a. Prior to the issuance of any building permits for each phase, all of the following Improvements shall be installed and shall have received preliminary approval from the Town for that Phase:

streets (which may be an all-weather surface); street signage; water; wastewater; drainage facilities; utilities; and streetlights, provided that such streetlights may be temporary at the time of issuance of building permits for such phase, but must be permanent prior to issuance of any certificates of occupancy for such phase.

b. A homeowner's association created by Developer shall be responsible for maintaining all landscaped islands within all Town-owned rights-of-way and such responsibility shall be detailed in the governing documents for the Development (i.e., the covenants, conditions, and restrictions). Following recordation of the Final Plat and this Agreement, the Town shall provide a form of "Landscape Maintenance Agreement" for Developer's review and such agreement shall be executed prior to the Town granting Acceptance of the subject Improvements.

c. Phasing of improvements are listed below under Specific Requirements.

8. Reimbursement to Developer.

a. Developer may seek reimbursement for the oversize portion of infrastructure and disproportionate right-of-way acquired and/or granted and a pro rata portion of the cost of off-site Improvements required under this Agreement; *provided*, that the Developer's right to reimbursement under this Section shall be limited to a period of five years following Acceptance of any reimbursable Improvements.

b. At the time of final approval of a subdivision plat or other development plan for properties that use these Improvements, the Town shall require, as a condition of approval, a proportional reimbursement to Developer based upon values given by Developer. Nothing contained in this Agreement shall (i) operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Improvements; or (ii) require the Town to disapprove any project where there is a disagreement as to the reimbursement value between the Developer and the new development. The Town, as a condition of approval of the new development, shall require the developer of the new development to engage in good faith negotiations with the Developer. While the actual costs of the improvements described in this Section is unknown at this time, any reimbursement requested by Developer will be based on actual costs incurred for engineering, planning, and all other development consulting services related to the specific offsite improvements as well as the actual hard construction costs incurred in building such offsite improvements. Developer may request a reimbursement based on a pro-rata allocation of such costs between Developer and any developments that are either adjacent to the Development, in proximity to the Development, or otherwise benefit from the Development.

c. In calculating the reimbursement, the Developer shall consider all factors reasonable to the analysis, including, without limitation, proportional linear footage, projected traffic generation, and/or utility usage. The specific improvements eligible for reimbursement shall include: (i) the right-of-way dedication for Kidd Road and any improvements to Kidd Road, including, without limitation, widening the travel lanes and shoulders, constructing a decel lane, constructing a walking/bike path and additional landscaping in such right-of-way (collectively, "**Roadway improvements**"), and (ii) the right-of-way dedication and any improvements for the traffic circle at the intersection of Kidd Road, McFarlin Road, and Battle Road.

d. There may be additional improvements, specifically utility improvements, required by municipal entities other than the Town that Developer may also be eligible to seek reimbursement for. Nothing in this Agreement shall preclude Developer from seeking such reimbursements. The Town will not be involved in reimbursements sought for improvements required by other entities.

e. Developer agrees it will not file any legal action against the Town regarding the

reimbursement obligations described in this Section 8 or allege any fault on the part of the Town that may cause the Town to be joined in any legal action regarding the reimbursement obligations described in this Section 8. Developer further agrees to indemnify and defend the Town in the event of any lawsuit wherein the complaining entity and/or person names the Town as a party and asserts that the Town's actions pursuant to this Section 8 constitute a taking or a violation of any other law.

9. Specific Requirements.

a. *Private Open Space.* The Development's open space requirements will be in accordance with the approved Development Plan (the "**PD**") for the Development and shall comply with the Planned Development overlay applicable to the Development. Open Space will be platted with each Phase of the Development. Developer shall install amenities for the Development generally in the locations shown on the PD. Nature trails will be installed and completed with each phase of the development. The pedestrian bridge will be completed with phase 3, and will be constructed in likeness to the image shown in the pattern book for the PUD. The neighborhood amenities of the Development shall be specifically for the use of the Development's residents. The start of construction of the Resident's pool and club house will begin prior to the end of Phase 4 and completed by the completion of Phase 5.

b. *Impact Fees and Adequate Facilities Tax.*

i. Impact fees and "Adequate Facilities Tax" shall be paid by Developer in accordance with applicable Town ordinances in conjunction with the issuance of building permits for each home constructed in the community.

c. *Parkland Dedication.*

i. Developer shall convey to the Town of Nolensville the property defined in the PD as the Proposed Public Park Site as depicted on Exhibit C attached hereto. Such dedication shall be a condition to the Town's approval of a Development Plan (PUD) for the Proposed Public Park Site. The parkland dedicated to the Town of Nolensville on the north portion of the Development will be open to the general public. This land will be dedicated to the Town in consonance with the School Site dedicated by the adjacent developer prior to the start of Phase 5. All publicly dedicated greenway trails associated with the Development Plan will be constructed concurrently with and within the development phase identified on Exhibit B. The Park Site is subject to reversion to the Developer if on site improvements are not made to the park within five years of the dedication of the land to the Town. On-site improvements include, but are not limited to, active and/or passive recreation (such as nature trails). Improvements under consideration by the Town or other non-profit entity that are under construction or in the process of being designed are sufficient. Further, if on site improvements are not built or under development within five years of the transfer to the Town, then so long as the intent remains for the donated land to become a park site this five-year period will be extended an additional five years at the request of the Town.

d. *Threatened and Endangered Species.* Developer shall comply with the conclusion and construction recommendations with respect to endangered species identified on the Property by Lord & Winter, TWRA, TN-NHP or and any other regulating governmental agency, and as approved by the Town, to protect the species identified on the property, including the Nashville crayfish and the streamside salamander.

e. *ROW and Roadway Improvements.*

i. Developer shall (a) dedicate a width of right-of-way as measured from a

point 36 feet south of the centerline of Kidd Road along the project frontage as contribution to a 72-foot right-of-way for Kidd Road, (b) widen the portions of Kidd Road adjacent to the Development from its current condition to include three 12-foot-wide travel lanes with shoulders, and (c) add decel lanes at all entrances to the Development (collectively, the "***Kidd Roadway Project***"). The Kidd Road Roadway Project shall be completed with finished top coat by Developer prior to the 100th Certificate of Occupancy.

ii. Developer shall (a) dedicate a width of right-of-way for and construct a traffic circle for the intersection of Kidd Road, McFarlin Road, and Battle Road Developer, and shall complete the intersection improvements to Kidd Road, Battle Road, and McFarlin Road intersection with a roundabout with base coat and binder prior to the 100th Certificate of Occupancy.

10. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, and agents from any and all suits, actions and claims arising from any act or omission of Developer with respect to construction of the Improvements (the "***Claims***"); and Developer shall pay any and all judgments rendered against the Town as the result of any Claims, together with all actual and reasonable expenses, including reasonable attorney fees, incurred by the Town in defending any such Claims.

11. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

12. Vested Rights. The Final Plat constitutes a "Development Project" as defined in the Nolensville Municipal Code, and shall create vested property rights for the Developer in accordance with the Tennessee Vested Property Rights Act of 2014. .

13. Breach.

a. Remedies. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to: (i) the refusal to issue any building permit or certificate of occupancy; or (ii) the revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party .

b. Notice. Unless reasonably necessary to protect the immediate health, safety and welfare of the Town, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

14. Conditions of PUD Approval.

- a. The applicant shall be required to enter a Development Agreement approved by the Board of Commissioners for all public improvements shown on the development plans and required in the entitlement approval process.
- b. Off site sewer will be installed with the development of Phase One.
- c. A tree survey shall be provided by the applicant with the Final Site Plan and Preliminary Plat application. Such tree survey shall show all specimen trees 12-inch diameter and larger on such plans. Such plans shall clearly show tree preservation areas including calculations for those areas in acres to comply with the zoning ordinance tree canopy preservation standards. Further, such tree survey shall clearly show the locations of all trees 12-inch diameter or larger that will be removed and those that will be preserved. To the maximum extent feasible, the applicant shall adjust development design to preserve as many trees in development site as possible. All trees saved and those removed shall be shown on the Final Site Plan and Final Plat submittals.
- d. Lighting within the development shall comply with the Village Lighting Standards in the Zoning Ordinance 2.2.13, A-3, A, B, C & D.
- e. Raised truncated crosswalk indicators must be red clay color consistent those installed and shown in the Village with concrete or red brick pavers.
- f. All exterior landscape buffers must be 100 feet wide, except for the new 18 lots Baronswood Road adjacent to Kidd Road. (Current Zoning Regulations require 75 feet)
- g. The setbacks to the homes along Kidd Road and McFarlin Road shall be a minimum of 200 feet.
- h. Lots 191 and 192 will have a building setback that is 200 feet from the right of way of Kidd Road. This setback will be shown on the final plat.
- i. Developer will install a berm on Kidd Road within the 200-foot setback.
- j. Signs must be placed at controlled entrances of multi-modal Greenway trail areas prohibiting motorized vehicles.
- k. Payment of in-lieu fee of \$230,000 for installation of a five (5) foot sidewalk and one (1) bike lane on the following roads: Countryside Road, Dortch Lane, Oldham Road, Norfolk, Rolling Hills Drive, Stonebrook Boulevard, Cowen Drive, Timberside Drive, Mer Rouge Drive, Oak Creek Drive, Baronswood Road and unnamed street between Baronswood Road and Oak Creek Drive. Payments will be made in two equal installments, one at the start of Phase Two and one at the start of Phase Three.
 - l. All 100-foot by 200-foot-wide lots must have exterior lot side setbacks of 25 feet that match the front yard setback of 25 feet.
- m. All 45-foot-wide lots must have 7.5-foot side yard setbacks.
- n. Developer will dedicate sufficient land, up to 11 acres, to the Town of Nolensville for a future athletic field facility for public use.
- o. Landscaping west of Kidd Road Entrance to the western property line shall match the landscaping east of the Kidd Road vehicular entrance.
- p. At the direction of the Commissioners, Mer Rouge Drive and Oak Creek Drive shall be designed to be opened and connected to the development site. Such connections shall have an emergency barricade installed that prohibits access to the subdivision

during construction. Emergency barricades will be installed concurrently with the associated phase of development. Once construction is completed the connection shall be opened to public access when requested by the Town of Nolensville to improve connectivity throughout the area.

- q. Traffic calming measures shall be included on the entrance medians with landscaping into the subdivision on Mer Rouge Drive and Oak Creek Drive as designed by the applicant and approved by the Town Engineer.
- r. Traffic calming radar detector signs shall be installed by the developer at two locations designated by the Town Engineer prior to the completion of Phase Two.
- s. A traffic study shall be updated to include impacts of the proposed development on the adjacent subdivisions (Stonebrooke, Baronswood, etc.) In the event that additional off-site roadway improvements are necessary in the revised study, Developer will make improvements as determined.
- t. The applicant will meet with Ballenger HOA to coordinate trail connections.
- u. All boundary lots will be 80' wide or greater.
- v. Developer to provide \$25,000 per lot at building permit for each of the 18 lots on Baronswood Drive. This payment requirement will be noted on the final plat.
- w. Developer to pay per lot fees to the Town of Nolensville per Fire Department impact fee.
- x. Proposed asphalt Greenway trails shall be 10-foot wide. All such pathways shall be included within a 25-foot public use easement dedicated to the Town of Nolensville on the Final Plat. Trail easement provided in the southeast corner of the development to allow a pedestrian trail to the public right-of-way.
- y. 10-foot-wide asphalt provided to be dedicated to the town from the eastern property line to the western property line as outlined in the Town's Trees and Trails plan.
- z. 10-foot-wide asphalt path provided within right-of-way of Kidd Road and McFarlin Road from the eastern property line to the western property line.
- aa. 10-foot-wide asphalt path provided partially along Snake Creek to be dedicated to the town.
- bb. Right-of-way dedication provided along Kidd Road.

15. Miscellaneous

- a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.
- b. *Governing Law.* The laws of the State of Tennessee shall govern this Agreement.
- c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.
- d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- e. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.
- f. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.
- g. *Recordation.* This Agreement shall be recorded in the real estate records of Williamson County and shall be a covenant running with the Property.

- h. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, public health emergencies (including epidemics and pandemics), and/or the authority and orders of government.

Scheduled Item	Delivery Timeline
Off Site Sewer	By the completion of Phase One
Resident's Pool and Club House	Start construction prior to the end of Phase Four, and completed prior to the completion of Phase Five.
Public Park Property	Dedicated to the Town in consonance with the School Site dedicated by the adjacent development and prior to the start of Phase Five.
Public Greenway Trails	To be constructed and dedicated with each development phase.
Pedestrian Bridge	To be constructed with Phase Three.
Kidd Road Project	Completed prior to the 100 th Certificate of Occupancy
Kidd Road Roundabout	Completed prior to the 100 th Certificate of Occupancy
Payment In-Lieu for Sidewalks	Two equal installments at the start of Phases Two and Three
Emergency barricades for Mer Rouge and Oak Creek	Installed with each subject phase of development
Traffic Calming Radar Signs	Installed prior to the completion of Phase Two
Baronswood Lot Payment	To be paid with each home building permit