

OZZAD PROPERTY AGREEMENT

This Ozzad Property Agreement (“Agreement”) is made and entered into this _____ day of September 2023 (the “Effective Date”) by and between **The Town of Thompson’s Station**, a Tennessee municipal corporation (“Town”), and **A-1 Home Builders, Inc.** (as successor in interest to Ozzad Property Management, LLC) a Tennessee corporation (“A-1”).

WHEREAS, the parties hereto (“Parties”) entered into a prior agreement dated August 7, 2013 (“Prior Agreement”) wherein each of the Parties undertook certain obligations and conveyances, and obtained various rights as outlined in said Prior Agreement. A copy of said Prior Agreement is attached hereto and incorporated herein as Exhibit “A”;

WHEREAS, A-1 is the successor in interest to Ozzad Property Management, LLC which properly and timely gave notice to the Town of the assignment under the Prior Agreement. A copy of said assignment is attached hereto and incorporated herein as Exhibit “B”;

WHEREAS, the Parties wish to enter into this Agreement, voiding the Prior Agreement, and binding with particularity the terms and conditions as to additional property referenced in the Prior Agreement and now owned by A-1 North of West Harpeth Road (“West Harpeth Property” as defined in Section 1(C) herein); and

WHEREAS, the Parties recognize that this Agreement is in the best interest of the Parties and provides for obligations, rights, and interests to the properties described herein.

TERMS AND RELEASES

1. AGREEMENT PROVISIONS

A. **Termination of Prior Agreement & Full Release.** This Agreement is in full and final satisfaction of each and every claim related to the Prior Agreement by and between the Parties. This Agreement releases the Parties from any and all claims regarding the Prior Agreement by and between the Parties, individually and collectively, except as provided herein. Upon the full execution of this Agreement, the Prior Agreement will be deemed terminated and void.

B. **Prior Acts Ratified.** The Parties recognize and ratify that the Ozzad Property (Map: 118, Parcel: 7.01), as defined in the Prior Agreement, was

properly zoned, preliminarily platted and that 4,000 gpd (i.e. sixteen (16) taps) of capacity were assigned to the Ozzad Property. Further, the Parties recognize and ratify that A-1's predecessor in interest conveyed via Special Warranty Deed (Book, 6027, Page 318) real property to the Town, being Map: 118 / Parcel: 7.03. (hereafter "Approved Use Property" as that term is defined in Exhibit A.) Further, the Parties recognize and ratify that "sufficient capacity" of wastewater sewer was contemplated in the Prior Agreement and the Parties agree that 8,750 gpd (i.e. thirty-five (35) active taps) of wastewater sewer capacity is "sufficient capacity" as that term was used in the Prior Agreement, as defined in section 1(G) below, and assigned to the West Harpeth Property. Finally, the Approved Use Property shall be considered informal open space for any development within the West Harpeth Property as clarification of interpretation of the Prior Agreement.

- C. **Conditions Precedent.** This Agreement is contingent upon the following occurrences, the failure of either shall render this Agreement void *ab initio*. First, the West Harpeth Property must be incorporated into the Town's Urban Growth Boundary. Second, a minimum of 50% of the dedicated Town Property (as defined in 1(G) below) must be deemed suitable for effluent disposal, as determined in the sole discretion of the Town.
- D. **Annexation of the West Harpeth Property.** A-1 owns certain real property North of West Harpeth Road. Specifically, Map: 119 / Parcels: 7.03, 7.04, 7.05, 7.07, 7.08, and 7.09, & Map: 118 / Parcel: 007.00, all consisting of approximately 149.21 acres (the "West Harpeth Property"). The West Harpeth Property is not within the Town's urban growth boundary ("UGB"). Williamson County is currently in the process of updating the County Growth Plan, as defined by state law. Should the West Harpeth Property become located within the Town's updated UGB, A-1 specifically consents, requests, and agrees that the Town shall annex the West Harpeth Property, subject to the terms and conditions contained herein.
- E. **Zoning & Development Standards.** Upon annexation, the Town will zone the West Harpeth Property to allow One Hundred and Fifty (150) lots to be constructed on the West Harpeth Property located North of the realigned West Harpeth Road. This aforementioned lot amount shall be deemed a cap on development North of the realigned West Harpeth Road and shall be a self-imposed condition on the zoning by A-1, its successors and assigns. The Town shall accept this limitation as a condition precedent to annexation and binds itself to allow this self-imposed condition on a zoning application.

Further, the following shall be additional self-imposed conditions on the zoning application. First, a seventy (70) foot buffer shall be maintained along West Harpeth Road. Second, a buffer on the eastern and northern side of the West Harpeth Property shall be maintained in all lot setbacks as a landscape easement. Third, the West Harpeth Property shall only consist of single-family detached homes. Fourth, the West Harpeth Property shall include a centrally located amenity of at least seven (7) acres. The Town shall accept these limitations as a condition precedent to annexation and binds itself to allow this self-imposed condition on a zoning application.

The 1000-foot cul-de-sac Town requirement is waived.

Finally, if the Town conducts applicable testing and mapping of the Town Property, and if less than 50% of the Town Property is deemed suitable for effluent disposal, this Agreement shall lapse and be void *ab initio*.

- F. **Conveyance of Real Property.** The Parties recognize that the Town is desirous of acquiring additional real property for the purpose of effluent disposal and/or other municipal purposes. Accordingly, and as a substantive and material term of this Agreement, A-1 agrees to convey to the Town in fee simple absolute a portion of the West Harpeth Property as outlined on the concept plan for the West Harpeth Property consisting of approximately fifty-four (54) acres ("Town Property"), said concept plan is attached hereto and incorporated herein as Exhibit "C". The portion of the West Harpeth Property designated on Exhibit C as Town Property will be conveyed to the Town by special warranty deed. A copy of the Special Warranty Deed for the Town Property is attached hereto and incorporated herein as Exhibit "D". The Town Property may be considered informal open space for any development within the West Harpeth Property not already met by the Approved Use Property already conveyed. The Special Warranty Deed shall be executed and recorded on or before 30 days after the recording of a final plat for Phase 1 - containing 35 lots - of a subdivision plat for the West Harpeth Property.

Further, A-1 shall quit claim to the Town any right(s) it retains in the Approved Use Property (Williamson County Map: 118 / Parcel: 7.03 (Book 6027, Page 318)). A-1 agrees to execute the Quit Claim Deed, attached hereto as Exhibit "E", the same being executed by A-1 prior to annexation and zoning of the West Harpeth Property.

Further, A-1 shall convey to the Town by special warranty deed the approximately 2.4 acres comprising the eastern open space of the current

Thomas Downs Subdivision. A copy of the Special Warranty Deed for this conveyance is attached hereto and incorporated here in Exhibit "F", the same being executed by A-1 prior to annexation and zoning of the West Harpeth Property.

A-1 shall, at the time of execution of this Agreement, execute Exhibit D, Exhibit E, and Exhibit F for the Town to hold and record upon the Town's approvals as set forth herein.

- G. **Wastewater Sewer Capacity.** Active wastewater sewer capacity of 8,750 gpd ("Pre-Approved Capacity") are confirmed and assigned to the West Harpeth Property, and held by A-1. The Pre-Approved Capacity shall be subject to the Wastewater Impact Fee and Effluent Disposal Fee in place on the Effective Date, as more particularly outlined in Town Ordinance No. 2023-007 as to respective amounts and due dates.

A-1 has previously applied to the Town for the reservation of certain capacity as to the West Harpeth Property. The parties agree that said reservation shall be amended (See attached "Exhibit G") for the purpose of requesting the reservation of 31,750 gpd ("Reservation Capacity") which is in addition to and independent of the Pre-Approved Capacity. The Reservation Capacity shall be subject to all laws, rules, regulations, and policies of the Town, as outlined, in part, in Town Ordinance 2020-011.

Upon annexation of the West Harpeth Property under the terms set forth herein the Town shall take up and approve a Reservation Agreement for the West Harpeth Property for the contemplated capacity in Exhibit G. A copy of said Reservation Agreement is attached hereto and incorporated herein as Exhibit "H".

- H. **Connection to Wastewater Treatment Facility.** The West Harpeth Property shall connect to the Town's regional wastewater treatment facility through the Town's normal processes. All costs associated with said connection shall be borne by the owner/developer of the West Harpeth Property, as defined herein. The Town shall provide any easements across the Town's real property to facilitate the connection to the Town's regional wastewater treatment facility; however, all other such easements and all infrastructure shall be the responsibility of the owner/developer.
- I. **Open Space & Drip Field Requirements.** The West Harpeth Property shall not be subject to the Town's existing dedication of drip field requirements due to, in part, the conveyance of real property outlined hereinabove. Additionally, the Town Property may be considered informal open space for any development within the West Harpeth

Property not already met by the Approved Use Property already conveyed. All other requirements per the Land Development Ordinance and Municipal Code shall remain in full force and effect.

- J. **West Harpeth Road.** A-1 agrees to conduct a traffic study prior to submitting an application to the Town to annex and zone the West Harpeth Property to the proposed 150 lot development contemplated to the North of the realigned West Harpeth Road as set forth on Exhibit C and its impact on West Harpeth Road. The forgoing notwithstanding, A-1 agrees to upgrade that portion of West Harpeth Road that is within the West Harpeth Property (from the railroad tracks on the West to the Southeast corner of the West Harpeth Property) into a two (2) lane county collector road ("Road"), as defined by the Town Major Thoroughfare Plan as depicted on Exhibit C, in addition to any conditions proposed per said traffic study. The Town will review A-1's development of construction plans for the Road, and the Town will, in its sole discretion, allow for certain portions of Town Property to be used for the improvements to the Road. A-1 shall be solely responsible for the construction plans and upgrades to the Road will be borne by A-1. The Town will acquire necessary dedicated right of way from Williamson County not already within the Town's limit(s).
- K. **Preparation of Deeds, Easements, and Plat.** The Town will be responsible for the preparation and recording of the deeds outlined herein. All other costs, legal or otherwise, shall be borne by the parties, respectively.

2. **ADDITIONAL TERMS**

- A. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial and consists only of the terms set forth in this Agreement.
- B. **Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- C. **Waiver.** The failure of any party to demand from any other party performance of any act under the Agreement shall not be construed as a waiver of the right to demand, at any subsequent time, such performance.
- D. **Choice of Law, Jurisdiction, & Venue.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the

laws of the State of Tennessee without regard to Tennessee's choice of law rules. Any litigation shall be brought in the Chancery Court for Williamson County, Tennessee.

- E. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- F. **Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied, between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.
- G. **Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.
- H. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- I. **Attorneys' Fees.** Unless otherwise expressly set forth herein, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the

losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels.

- J. **Breach of Agreement.** The Parties agree that if either party breaches the terms of this agreement, it shall be liable for all costs, including but not limited to, court costs, attorney's fees, and expert fees.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement through their counsel as of the day and year first below written.

Town of Thompson's Station

Brian Stover, Mayor

**A-1 Home Builders, Inc.
a Tennessee corporation
& as successor in interest to Ozzad Property
Management, a Michigan partnership**

Brandon Robertson, President

EXHIBIT A

AGREEMENT FOR CONVEYANCE OF REAL ESTATE

THIS AGREEMENT FOR CONVEYANCE OF REAL ESTATE ("Agreement") is made effective this ____ day of March, 2013 by and between **OZZAD PROPERTY MANAGEMENT** ("Ozzad"), a Michigan limited liability company and which has as its principal business address 5240 East Outer Drive, Detroit, Michigan 48234, and the **TOWN OF THOMPSON'S STATION, TENNESSEE** (the "Town"), a municipal corporation organized under the laws of the State of Tennessee and which has as its principal business address Thompson's Station Town Hall, 1550 Thompson's Station Road West, Thompson's Station, Tennessee 37179.

RECITALS:

In consideration of the covenants and agreements of the respective parties, as set forth in this Agreement, Ozzad agrees to sell and convey to the Town, and the Town agrees to purchase and take from Ozzad, approximately thirty-three (33) acres of real property, being part of Map & Parcel # 118-0-701, generally located along and south of West Harpeth Road, along the north margin of the West Harpeth River and east of the CSX railroad right-of-way, and with approximately two (2) to three (3) acres located south of the West Harpeth River, Williamson County, Tennessee, and more particularly as shown on Exhibit A attached hereto (the "Property"). Subject to the rights and remedies set forth in this Agreement, the transfer to the Town shall include all right, title and interest of Ozzad in the Property; and

In advance of the execution of this Agreement, the Town has at its expense and risk thoroughly inspected, investigated and tested the Property and caused the Property to be approved by all governing and investigatory bodies, including, but not limited to, the Tennessee Department of Environment and Conservation ("TDEC"), for use by the Town as a site for the reclamation of wastewater generated from the operation by Town of its regional wastewater treatment facility (the "Approved Use"). As a part of the Town's Approved Use of the Property, the Town will obtain and maintain in good standing all approvals and permits associated with the Approved Use and required by all governing bodies, including, but not limited to, those required by TDEC, and upon the issuance and reissuance of any and all such approvals and permits make the same available to Ozzad for inspection and copying (separately either an "Approval" or a "Permit" and collectively the "Approvals and/or Permits").

In consideration of the above recitals, the parties agree to the following terms, provisions, and conditions:

SECTION I. CONSIDERATION

As consideration for the conveyance of the Property by Ozzad to the Town, the parties agree as follows:

- (a) The Town shall seek approval from TDEC for the Approved Use and agrees to use and maintain the Property in such a manner as to comply with any permits and conditions imposed by TDEC for the Approved Use. In the event the Town's use of the

Property shall be in violation of any conditions imposed by TDEC and result in the revocation or suspension of any of the Approvals and Permits, the Town, at its expense, shall immediately commence the necessary action(s) to remedy any such violation and to bring the Town's use of the Property into compliance with all TDEC rules, regulations and conditions. In the alternative, the Town may elect to terminate use of the Property for the Approved Use on a temporary basis until a satisfactory resolution can be reached with TDEC and the termination of such use shall not constitute a breach or default under this Agreement. The failure of the Town to commence necessary actions to bring the Town's use of the Property into compliance with TDEC rules and regulations and conditions or the terminate the Approved Use within ninety (90) after such suspension or revocation shall be deemed a default by the Town of this Agreement, thereby affording Ozzad all rights and remedies available to it under this Agreement and/or applicable law, together with the right to terminate this Agreement.

(b) The Town's use of the Property shall be limited to the Approved Use and any other such passive, agricultural or other non-intrusive uses that are consisted with the Approved Use and which shall comply with all governing and applicable regulations, ordinances and statutes, such restriction being set forth in the deed to the Property to be delivered by Ozzad. Before the construction of any improvements on the Property other than those which are integral to the Approve Use, the Town shall obtain the , prior written approval of Ozzad, which approval shall not be unreasonably be withheld., Any such improvements shall be built at the risk and expense of the Town and shall be owned, maintained and controlled by the Town..

(b) The Town, at its expense, shall initiate by appropriate ordinance the annexation property as shown on on Exhibit A, (the "Ozzad Property"), at the regularly scheduled March, 2013 meeting of the Town's Board of Mayor and Aldermen and pursue such annexation at the next occurring meetings of the Town's Board of Mayor and Alderman until the Property and the Ozzad Property have been formally annexed into the Town. The annexation of the Property and the Ozzad Property is a precondition of Ozzad's obligation to perform under this Agreement. In this regard, the Town, at its expense, will cause the Property and the Ozzad Property to be surveyed by a surveyor licensed in Tennessee and a metes and bounds description, together with the identification of all floodways and flood plains, easements, rights of ways and existing improvements, and submit the same to Ozzad for its approval.

(c) The Town, at its expense, shall simultaneously with the above described annexation cause the Ozzad Property be zoned and to be prepared a preliminary plat for the subdivision of the Ozzad Property, so as to permit the same to be developed into a minimum sixteen (16) lot single family residential subdivision, as generally shown on Exhibit B, that complies with the ordinances and subdivision regulations of the Town. The preliminary plat will be submitted for review and approval by the Town's Planning Commission at its next regularly scheduled meeting after the Property and the Ozzad Property have been formally annexed and zoned by the Town. In this regard, the Town agrees that the Property shall, if necessary to achieve the minimum sixteen (16) lot density on the Ozzad Property, be conveyed as common area to the governing homeowners association, however, subject to the

Approved Uses by the Town. As additional consideration for Ozzad's performance under this Agreement, the Town agrees to waive the effluent disposal fee component of the sewer tap fees (currently \$1,700 per lot) for all lots developed on the Ozzad Property.

(d) Within twelve (12) months following conveyance of the Property by Ozzad to the Town, the Town, at its expense and risk, and in accordance with depictions set forth on **Exhibit B**, shall construct and install in a good and workmanlike manner, and in compliance with all governing standards and specifications, a minimum six (6") inch water reuse line extending from its existing water reuse line in the Tollgate Village development to and across the Property and the Ozzad Property and then across the West Harpeth Road to a location approximately one hundred (100') feet into the real property currently owned by Ozzad identified on **Exhibit C** attached hereto (the "Additional Ozzad Property"). In addition, and simultaneously with the installation and construction of the above mentioned water reuse line, the Town, at its expense and risk, shall construct and install parallel to said reuse line, or at such other location as Ozzad shall desire, in a good and workmanlike manner, and in compliance with all governing standards and specifications, sufficient to serve the development of the Ozzad Property, as hereinabove contemplated, together with the Additional Ozzad Property, a minimum eight (8") inch gravity flow wastewater sewer line extending from the Town's existing wastewater sewer line in the Tollgate Village development to a proposed sewer lift station to be simultaneously installed by Ozzad and to be located at the Southeast corner of the proposed 16 lot subdivision and next to the eastern property line and as identified on **Exhibit B** into the Ozzad Property to a point established by Ozzad. The Town agrees to provide Ozzad, its successors or assigns, access to the main sewer system, together with sufficient capacity, through the subject eight (8") inch gravity wastewater sewer line from said lift station to the Additional Ozzad Property. Prior to the installation of such lines, Ozzad shall provide all necessary easements across its property for the extension of such utility lines.

(e) Ozzad owns and maintains an existing six (6") water line, which is located approximately three (3) feet off of the east boundary adjacent to the Indian Meadows Subdivision, as depicted on **Exhibit B** attached hereto. This water line extends north from the West Harpeth River through the Property, the Ozzad Property and across the West Harpeth Road to a point in the Additional Ozzad Property. In addition to the other rights and easements granted and/or reserved in this Agreement, the Town shall grant and provide Ozzad an easement across the Property generally as depicted on **Exhibit B** sufficient to maintain, preserve, replace, install and use the subject water and an associated electrical line, as needed for backup emergency use if the Town's reuse water is not available at the Ozzad Property in sufficient capacity for any reason to meet the desires of Ozzad. At such time as the Town shall install the hereinabove mentioned water reuse line and wastewater sewer line, the Town, at its expense and risk, shall relocate and reinstall in a good and workmanlike manner and in compliance with all governing standards and specifications the subject water line and/or electric line along a route and to a location as Ozzad shall approve through the Property, the Ozzad Property and across the West Harpeth Road to a point in the Additional Ozzad Property, as Ozzad shall determine.

(f) Within ninety (90) days after the recording of an approved final plat for the

subdivision of the Ozzad Property, the Town, at its expense and risk, shall install and thereafter maintain a four-rail plank fence upon the Property at and along the entire length of the common boundary between the Property and the Ozzad Property.

(g) In accordance with the terms and conditions set forth in this subparagraph (f), the Town agrees to provide Ozzad, its successors and assigns, through the water reuse line referenced in (d) above, up to 100,000 GPD of treated and reusable water. The Town anticipates that it will have some reusable water available for delivery to Ozzad, its successors and assigns, on or before June 30, 2013; however, the Town cannot guarantee such availability or quantity. The parties also acknowledge that the Town has a prior commitment to provide from the subject water reuse line up to 50,000 GPD of reusable water to Mars Pet Care and this prior commitment, but not otherwise nor shall any additional users have or attain priority over the a 100,000 GPD allocated and promised to Ozzad, shall have and take priority over water available for Ozzad. The reusable water provided to Ozzad pursuant to this subparagraph (f) shall be provided to Ozzad free of charge through December 31, 2028, after which the Town's normal and standard payment policy and rates for reusable water in effect at that time shall apply.

(h) Each party shall be responsible for its own closing costs; however, the Town shall be responsible for deed preparation and acquiring its own title policy.

SECTION II. TITLE; TENANCIES

(a) Conveyance of title to the Property shall be by Special Warranty Deed executed by Ozzad, and accompanied by a duly certified resolution of the members of Ozzad authorizing such conveyance, to Town. Title to be conveyed shall be good and marketable, subject to the specific reservations and restrictions below, and in the event a survey and/or title search conducted on behalf of Town discloses a condition or conditions which render the title unmarketable or uninsurable, and the Sellers are unable or unwilling to correct such condition(s), this Agreement shall be null and void.

(b) The deed of conveyance shall include provisions providing that if the Property, or from time to time any portion thereof, is no longer required to satisfy the requirements of the Town's wastewater treatment plant permit issued by TDEC, the Town shall abandon the Property, or any portion thereof no longer required to satisfy the requirements of the Town's wastewater treatment plant permit issued by TDEC, and thereupon Ozzad, its successors or assigns, shall have the right to reacquire the Property or such portion thereof in the following manner: Upon written notice provided to Ozzad, or its successors or assigns, by the Town of its abandonment of the Property or any such portion thereof for wastewater disposal purposes, Ozzad, or its successors or assigns, shall have ninety (90) days after the date of such notice to deliver written notice to the Town of its desire to accept and reacquire the Property, or such portion thereof. If Ozzad desires to accept and reacquire the Property, or such portion thereof, the same shall be conveyed by the Town to Ozzad for no monetary consideration by Special Warranty Deed within thirty (30) days after the date of such notice having been delivered by Ozzad. If Ozzad fails to timely deliver such notice of its desire to accept and reacquire the Property, or such portion thereof, subject to the interest, if any, of the governing homeowner's association of the Ozzad

Property, the Town may keep or dispose of the Property, or such portion thereof, free and clear of any claims of Ozzad. The failure of Ozzad to deliver the above mentioned notice of acceptance and reacquisition within the above described ninety (90) days shall be deemed a rejection by Ozzad.

(c) The conveyance of title to the Property by Ozzad to the Town shall be closed and the Special Warranty Deed delivered, on or before ten (10) days after the last to occur of the above described annexation, zoning and preliminary plat approval. At the expense of the Town, title shall be evidenced by a standard form title insurance policy insuring title to the property to be in Town, subject only to the standard pre-printed exceptions, matters that are visible, are of public record and as set forth in this Agreement.

SECTION III. ASSESSMENTS

If, at the time of transfer of title, the Property or any part of the Property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described in this Agreement, and all such assessments shall be paid and discharged by Ozzad.

SECTION IV. PRORATION OF TAXES

Real estate taxes shall be prorated as of the date of closing.

SECTION V. APPROVAL OF THE TOWN'S BOARD

This Agreement shall not be enforceable nor binding upon the parties unless and until the Town's Board of Mayor and Aldermen shall have approved the same at its regularly scheduled meeting to be held on March 12, 2013.

SECTION VI. BINDING EFFECT OF AGREEMENT

This Agreement, together with the terms, conditions, benefits, covenants and agreements set forth herein, all of which shall survive the transfer of title to the Property from Ozzad to the Town, are freely assignable by Ozzad and by the Town upon the prior written consent of Ozzad, and in the event of such assignment shall bind and inure to the benefit of the assigning party, its successors and assigns.

SECTION VII. REPRESENTATIONS, WARRANTIES AND DEFAULT

The Property is sold and conveyed in its "as is and where is" condition, with all faults and non-compliances and without warranty or representation by or from Ozzad of any type, nature or kind. In the event a party to this Agreement shall be in default or breach thereof or any of its terms, covenants, obligations or conditions, the non-defaulting or non-breaching party, in addition to all other rights and remedies to which such party may be entitled, shall be entitled to seek the specific performance of the defaulting and/or breaching party of the

terms, covenants, obligations and conditions set forth in this Agreement and damages arising from any such default or breach, including, but not limited to, the recovery of all attorney's fees and court costs.

IN WITNESS, WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.

TOWN:

Town of Thompson's Station

BY: Ronald Barnett - Vice Mayor
OR
Greg Langeliers, Town Admin.

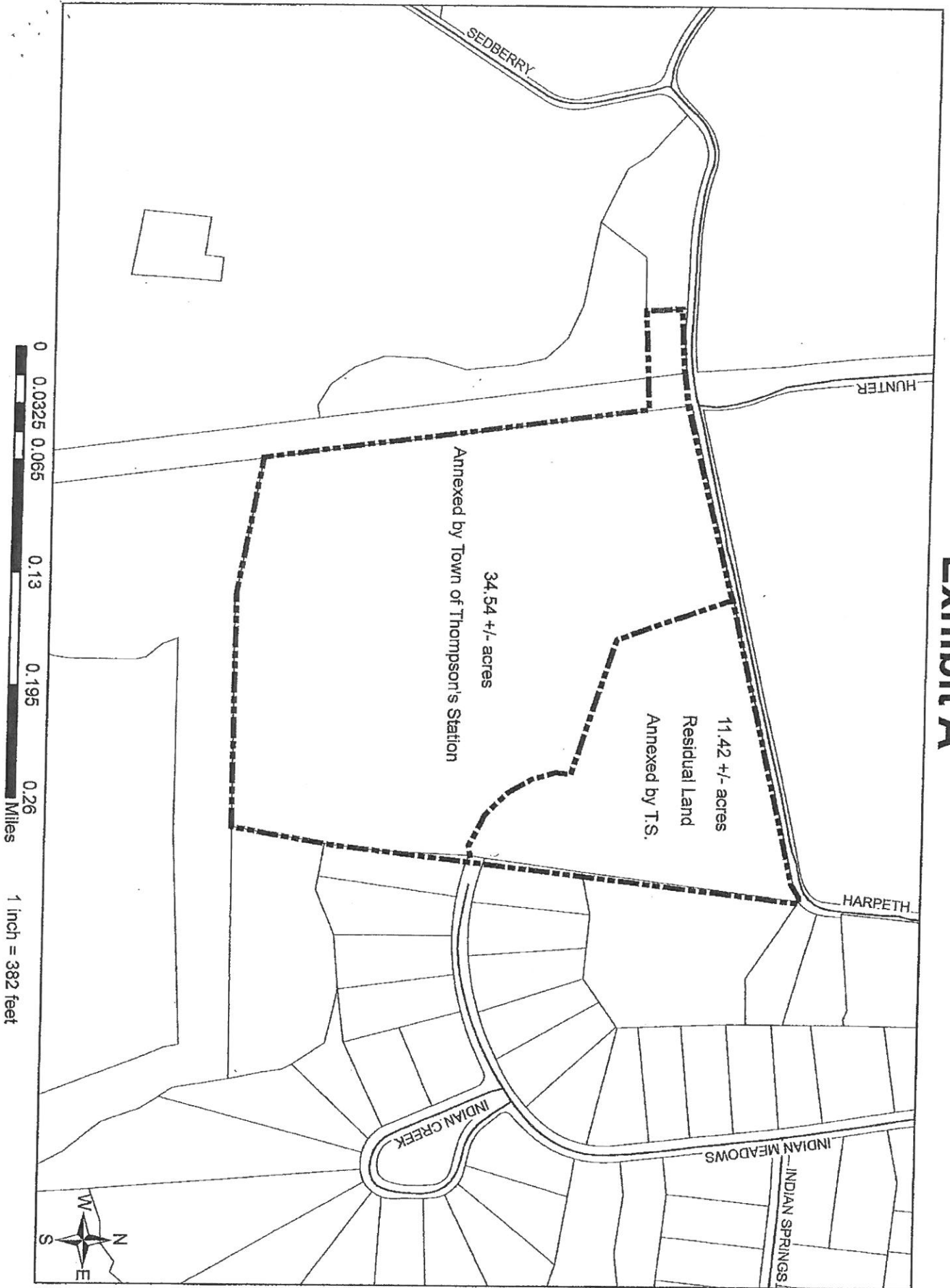
Greg Langeliers 08.07.13

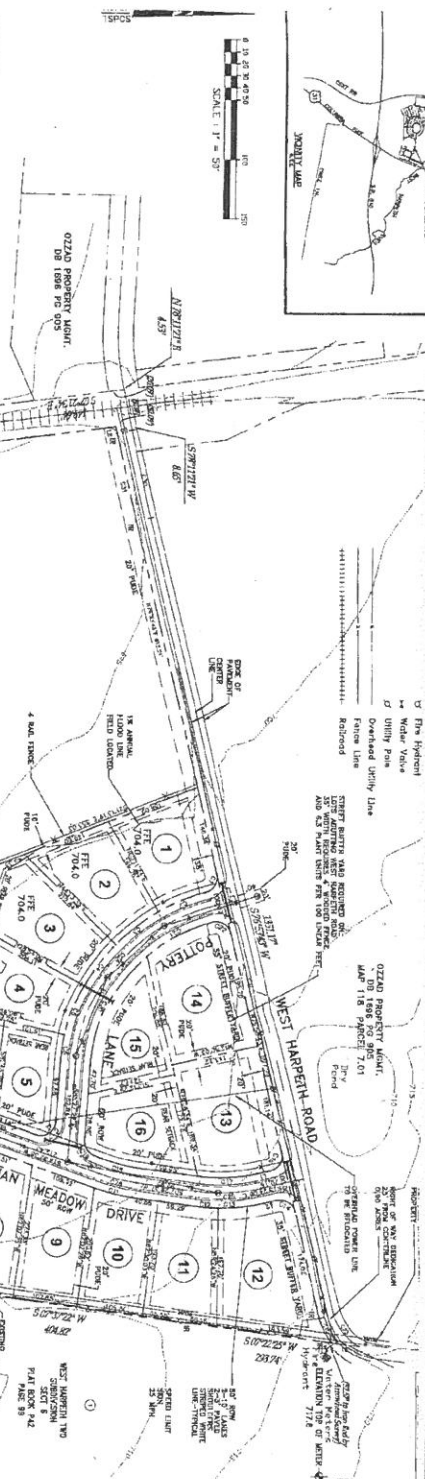
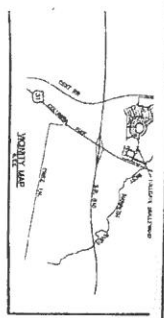
OZZAD:

Ozzad Property Management

BY: *[Signature]*
Samuel A. Gonzalez Partner

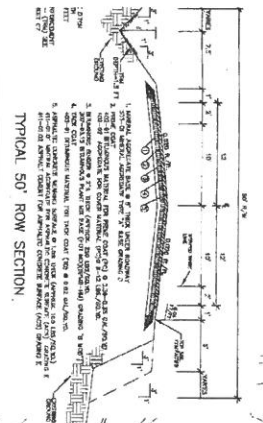
Exhibit A





LEGAL NOTES: THE ENTIRE TRACT IS SUBJECT TO EASEMENTS, RIGHTS, AND INTERESTS OF OTHER PARTIES AS SHOWN ON RECORD MAPS AND SURVEYS. THE TRACT IS SUBJECT TO THE EASEMENTS, RIGHTS, AND INTERESTS OF OTHER PARTIES AS SHOWN ON RECORD MAPS AND SURVEYS. THE TRACT IS SUBJECT TO THE EASEMENTS, RIGHTS, AND INTERESTS OF OTHER PARTIES AS SHOWN ON RECORD MAPS AND SURVEYS. THE TRACT IS SUBJECT TO THE EASEMENTS, RIGHTS, AND INTERESTS OF OTHER PARTIES AS SHOWN ON RECORD MAPS AND SURVEYS.

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LET TO ALLOW ADJUSTMENT AND REVISION: THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE COMPLETION OF THE DESIGN. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE COMPLETION OF THE DESIGN. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE COMPLETION OF THE DESIGN.

DATE: 08-28-13

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
1	1,234.56	14.12
2	2,345.67	27.01
3	3,456.78	39.89
4	4,567.89	52.78
5	5,678.90	65.66
6	6,789.01	78.55
7	7,890.12	91.43
8	8,901.23	104.32
9	9,012.34	117.20
10	10,123.45	130.09
11	11,234.56	142.97
12	12,345.67	155.86
13	13,456.78	168.74
14	14,567.89	181.63
15	15,678.90	194.51
16	16,789.01	207.40
17	17,890.12	220.28
18	18,901.23	233.17
TOTAL	192,345.67	2,214.87

ROW	WIDTH	AREA
ROW 1	50'	1,234.56
ROW 2	50'	2,345.67
ROW 3	50'	3,456.78
ROW 4	50'	4,567.89
ROW 5	50'	5,678.90
ROW 6	50'	6,789.01
ROW 7	50'	7,890.12
ROW 8	50'	8,901.23
ROW 9	50'	9,012.34
ROW 10	50'	10,123.45
ROW 11	50'	11,234.56
ROW 12	50'	12,345.67
ROW 13	50'	13,456.78
ROW 14	50'	14,567.89
ROW 15	50'	15,678.90
ROW 16	50'	16,789.01
ROW 17	50'	17,890.12
ROW 18	50'	18,901.23
TOTAL		192,345.67

EXHIBIT B & C
ADDITION TO INDIAN MEADOWS
THOMPSON'S STATION, TENNESSEE

CLINTON & KING, LLC
 LAND PLANNING & ENGINEERING
 1551 THOMPSON STATION RD
 THOMPSON'S STATION, TN 37170
 PHONE: (615) 794-4311

THOMPSON'S STATION
 1551 THOMPSON STATION RD
 THOMPSON'S STATION, TN 37170
 PHONE: (615) 794-4311

DATE: 8/28/13

SHEET 1

R121211

EXHIBIT B

Ozzad Property Management, LLC

5240 East Outer Drive

Detroit, MI 48224

September 29, 2021

Board of Mayor and Aldermen
Town of Thompson's Station
1550 Thompson's Station Road West
Post Office Box 100
Thompson's Station, TN 37179

Re: Agreement dated August 7, 2013

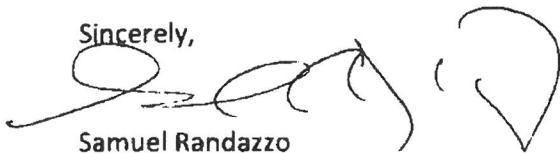
Dear Board of Mayor and Aldermen:

As of this day, September 29, 2021, Ozzad Property Management, has conveyed and/or assigned its rights arising from the Agreement for Conveyance of Real Estate between Ozzad Property Management and the Town of Thompson's Station executed by the Town of Thompson Station on August 7, 2013, to A-1 Home Builders, Inc.

The terms, conditions, benefits, covenants, and agreements set forth therein are hereafter explicitly and freely assigned by Ozzad Property Management to A-1 Home Builders, Inc. A copy of the Agreement is attached hereto for ease of reference.

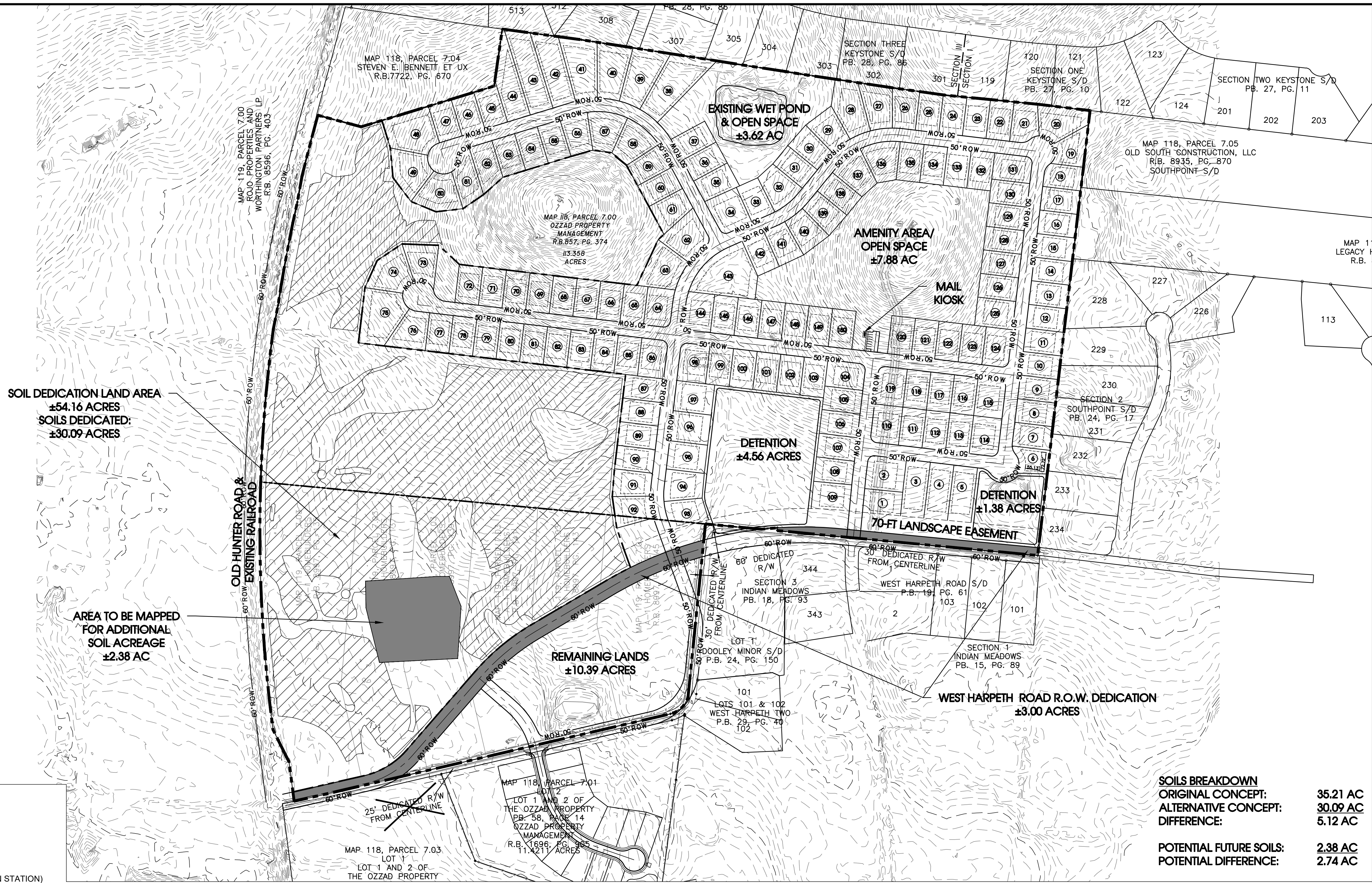
Please accept this as written consent and notice to the Town of Thompson's Station as required by Section VI. of the agreement that such assignment has occurred and has inured to the benefit of A-1 Home Builders, Inc., its successors or assigns.

Sincerely,



Samuel Randazzo
Ozzad Property Management, LLC

EXHIBIT C



CUL-DE-SAC BREAKDOWN
 NORTHERN CUL-DE-SAC: 1,398 LF
 SOUTHERN CUL-DE-SAC: 985 LF

CONCEPTUAL SITE PLAN
 WILLIAMSON COUNTY, TN

LAND USE DATA:
 EXISTING ZONING CLASSIFICATION: MGA-1
 PROPOSED ZONING CLASSIFICATION: D-2 (THOMPSON STATION)

OZZAD PROPERTY LAND AREA: ±149.21 ACRES (99.20%)
 LAND AREA GAINED FROM R.O.W. REALIGNMENT: ±1.21 ACRES (0.80%)
 TOTAL DEVELOPMENT LAND AREA: ±150.42 ACRES

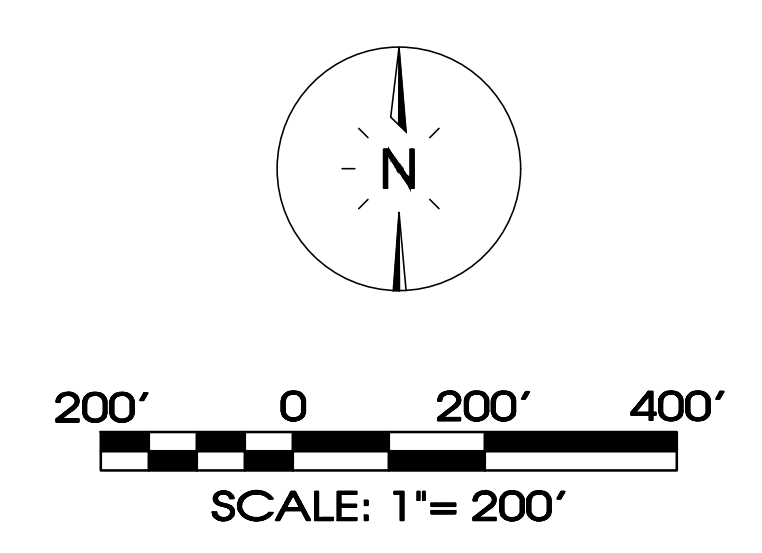
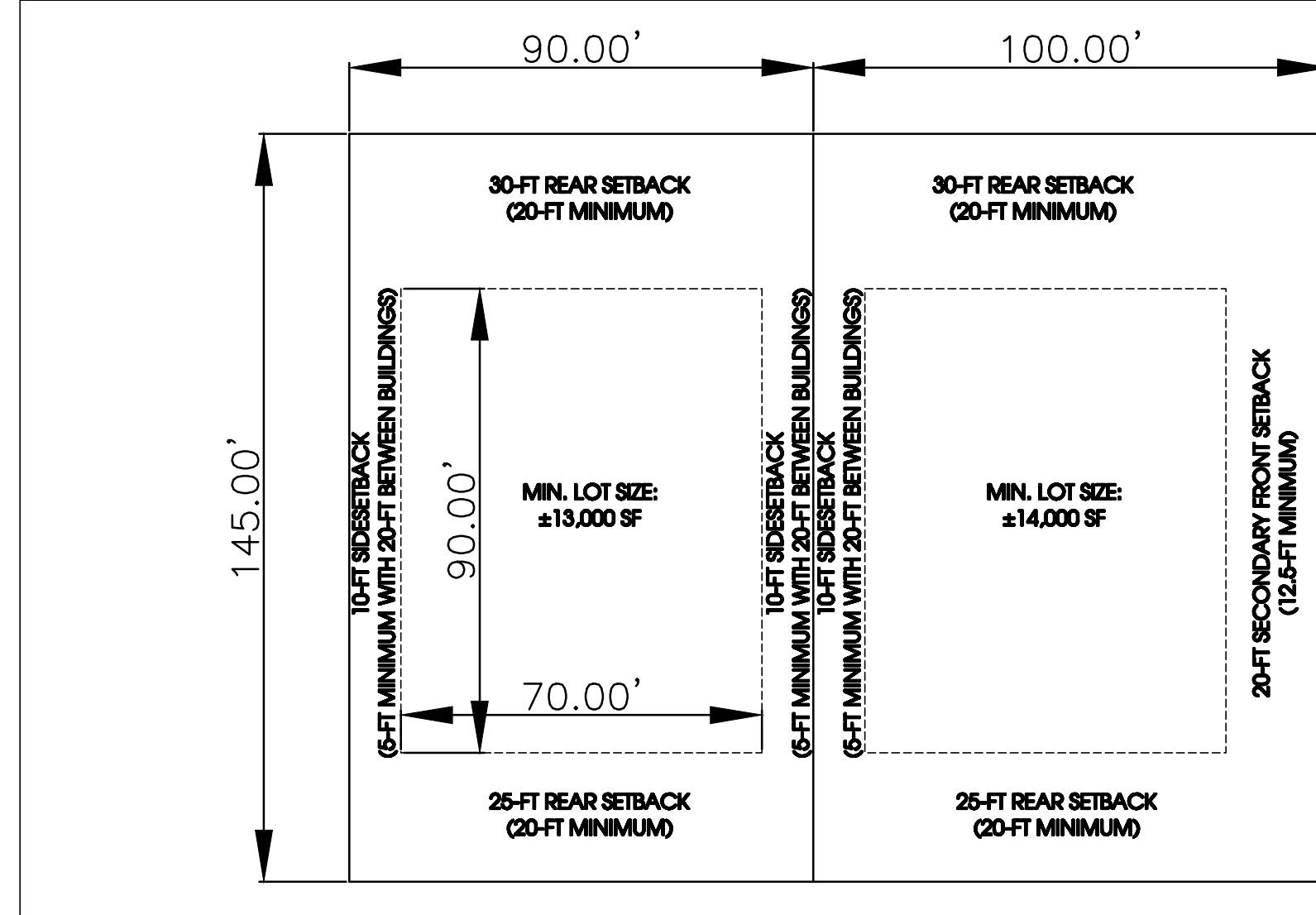
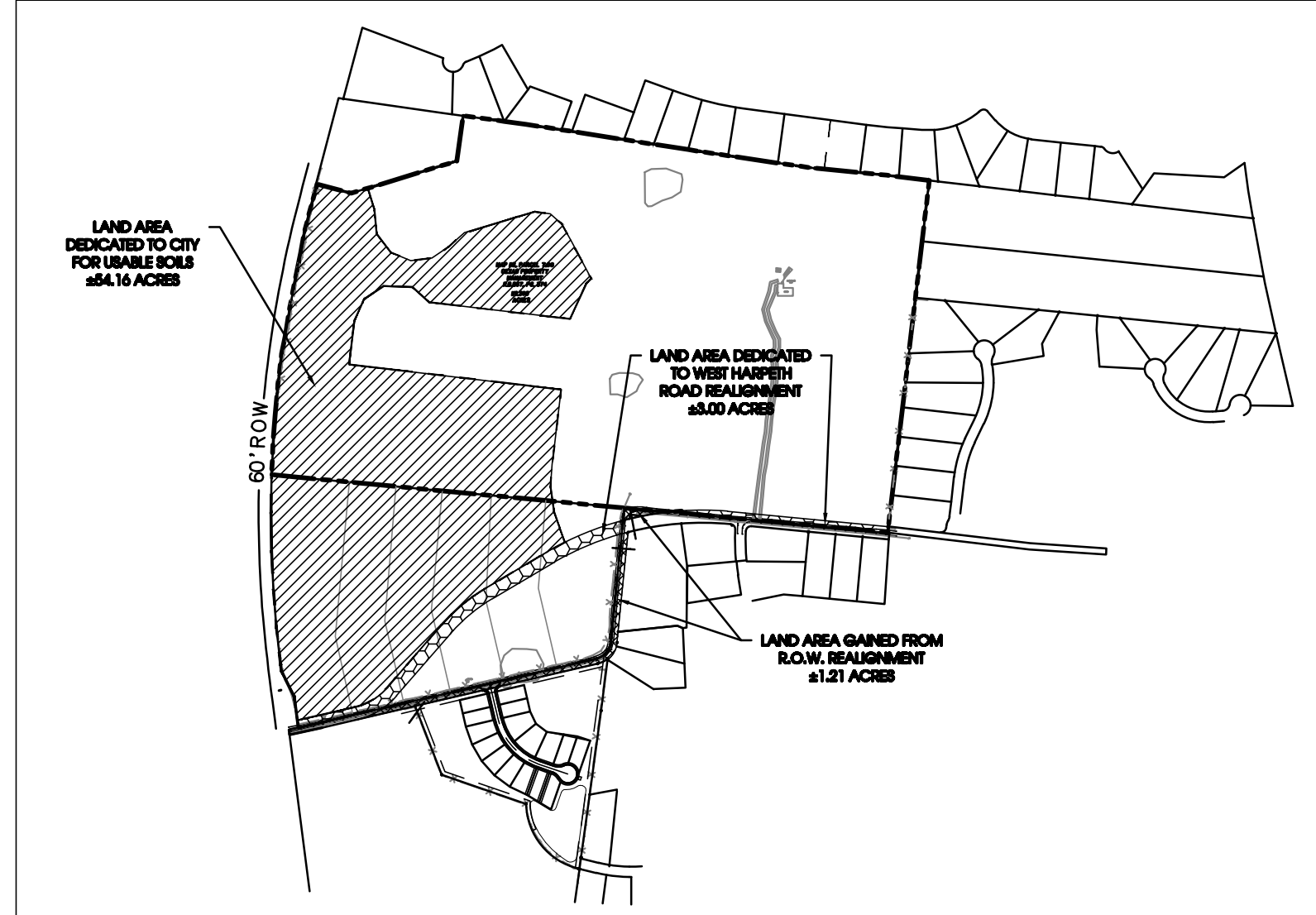
LAND AREA DEDICATED TO WEST HARPETH REALGN.: ±3.00 ACRES (1.99%)
 LAND AREA DEDICATED TO CITY FOR USABLE SOILS: ±54.16 ACRES (36.01%)
 TOTAL SOILS DEDICATED: ±30.09 ACRES (20.00%)
 TOTAL LAND AREA DEDICATED TO CITY: ±57.16 ACRES (38.00%)
 REMAINING LANDS SOUTH OF WEST HARPETH REALIGN: ±10.39 ACRES (6.91%)

WEST HARPETH RANCH LAND USE DATA:
 TOTAL RESIDENTIAL LAND AREA: ±82.87 ACRES (55.09%)
 NUMBER OF LOTS ALLOWED BY ZONING: 124 LOTS
 NUMBER OF LOTS ALLOWED WITH REMAINING LANDS: 139 LOTS
 TOTAL NUMBER OF LOTS PROPOSED: 150 LOTS
 DENSITY: (150 LOTS / 82.87 ACRES) = 1.81 UNITS/ACRE

TOTAL OPEN SPACE/BUFFER/STORMWATER PROVIDED: ±20.28 ACRES (24.47%)
 TOTAL USABLE OPEN SPACE PROVIDED: ±7.88 ACRES (9.51%)
 TOTAL AREA OF LANDSCAPE BUFFER: ±2.39 ACRES (2.88%)
 TOTAL AREA OF DETENTION WITHIN BUFFER: ±0.49 ACRES (0.59%)
 TOTAL DETENTION PROVIDED: ±4.56 ACRES (5.50%)
 LENGTH OF INTERNAL NEW ROADWAY: ±9,983 LF

SOILS BREAKDOWN
 ORIGINAL CONCEPT: 35.21 AC
 ALTERNATIVE CONCEPT: 30.09 AC
 DIFFERENCE: 5.12 AC

POTENTIAL FUTURE SOILS: 2.38 AC
 POTENTIAL DIFFERENCE: 2.74 AC



SEC, Inc.
 SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE
 850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
 PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
 NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF SEC, INC.
 COPYRIGHT SEC, INC. 2023



West Harpeth Ranch
 Williamson County, TN

REVISIONS:
 DRAWN: SWL
 DATE: 09-20-2023
 CHECKED: RSM
 FILE NAME: 20156ConceptPlan
 SCALE: 1" = 200'
 JOB NO: 20156
 SHEET: CP 'J'

EXHIBIT D

DEED TO BE PREPARED BY TOWN ATTORNEY UPON
COMPLETION OF LEGAL DESCRIPTION BY A-1

EXHIBIT E

DEED TO BE PREPARED BY TOWN ATTORNEY UPON
COMPLETION OF LEGAL DESCRIPTION BY A-1


EXHIBIT F


DEED TO BE PREPARED BY TOWN ATTORNEY UPON
COMPLETION OF LEGAL DESCRIPTION BY A-1

EXHIBIT G

Wastewater Capacity Reservation Application Form

A Wastewater Capacity Reservation application must be submitted when a property owner proposes new development or re-development of property that may increase the demand on existing infrastructure. The guidelines for determining capacity and issuing points of connection are located within the Capacity Reservation System Technical Memorandum. Complete the following and return to Town Hall with proof of property ownership: recorded deed, recorded deed of trust, title report, or title insurance. **Applicant shall also provide map locating proposed connection point.**

Title Owner Information					
Name	BRANDON ROBERTSON				
Company	A1 HOME BUILDERS, INC.				
Address	2020 FIELDSTONE PARKWAY #900-220				
City	FRANKLIN	State	TN	Zip Code	37069-4337
Email	brandon@a1hbs.com			Phone Number	770-231-9917
Signature					

Applicant Information					
Name	BRANDON ROBERTSON				
Company	A1 HOME BUILDERS, INC.				
Address	2020 FIELDSTONE PARKWAY #900-220				
City	FRANKLIN	State	TN	Zip Code	37069-4337
Email	brandon@a1hbs.com			Phone Number	770-231-9917
Signature					

Parcel / Property Information					
Service Address	WEST HARPETH ROAD				
City	FRANKLIN (TS)	State	TN	Zip Code	37064
Property Tax Account Number (s)	MAP 118 PARCELS 007.00 (113.358 acres) 007.02 (35.854 acres)				
Building Project Number					
Tract Size (Acres or Sq. Ft.)	149.212 acres				

Type of Development					
X	New Construction		Replacement		Interior Only Remodel
	Additional Building		Exterior Addition		Other:
	Tenant Build-Out		Conversion		

OFFICE USE ONLY

Notes:

Check Number:		Date Received:	
---------------	--	----------------	--

Existing Development		
Vacant (only if undeveloped) *		
Facility/Building Type		
Existing Number of Occupants/ Employees		
Existing Facility Square Footage		
Existing Flow (GPD)		
Additional Property Information (# of bathrooms, # of washers, etc.)		

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *	200	
Proposed Facility/Building Type	single family residential	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage		
Proposed Development Acreage	149.212	
Proposed Flow (GPD)	75,000 gpd (250gpd x 200units x 150%)	
Additional Property Information (# of bathrooms, # of washers, etc.)		
The parcels will have denial of service from Franklin at its February, 2023 BOMA meeting and have sought approval for inclusion in the Town's UGB - please see attached letter from Williamson County.		

*Single family residences include apartment, condos, and townhomes.

EXHIBIT H

Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the ____ day of _____, 20__ (hereinafter the "Effective Date"), by and between _____/_____ with principal offices located at _____/_____, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Developer, _____/Owner, _____ is the owner of real property located on _____ and _____ and identified as Williamson County tax map _____, parcel(s) _____. The property contains approximately _____ acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned _____ (_____).
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as _____, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated _____. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated _____, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit “B”**.

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter “Public Improvements”) the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.
8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.
9. The Town agrees to reserve wastewater capacity for the Project subject to the Developer/Owner’s compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town’s Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Project in accordance with the Town’s rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances.
 - a) The Town and the Developer/Owner agree that should the Developer/Owner be unable to successfully obtain rezoning of the property relating to the project as provided herein, the initial requisite payment/deposit, as prescribed by the Town Code, shall be reimbursed in full and no reservation of wastewater capacity shall be provided or assigned to the Developer/Owner.
 - b) The Town and the Developer/Owner agree that should the Developer/Owner be unable to successfully obtain preliminary plat approval for the project as provided herein, the initial requisite payment/deposit, as prescribed by the Town Code, shall be reimbursed in full and no reservation of wastewater capacity shall be provided or assigned to the Developer/Owner. Further, and as a condition precedent to the above, the Developer/Owner shall submit a preliminary plat encompassing the entire project.
2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit “A”** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit “B”**.

3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit “A”**.
4. *Capacity Reservation:* - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
 - a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson’s Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);
 - b. All necessary construction submissions, as determined by the Town Staff, have been submitted by the Developer/Owner;
 - c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);
 - d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
6. *Developer/Owner’s Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney’s fees and expenses of litigation stemming from said default.
7. *Developer/Owner’s Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
 - a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.

- c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
 - d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, shall toll and commence upon written notice to the Developer/Owner of the availability of such reserved wastewater capacity to the Developer/Owner. The purpose of this section is to clarify that the (1) one-year duration of the reservation of capacity shall start upon the written notice by the Town to the Developer/Owner of when such time period shall commence based on and subject to the provisions as provided herein. Such one year time period may be extended pursuant to the provisions as provided within the Ordinance/Code. During the one (1) year reservation of capacity, the Developer/Owner shall be responsible for obtaining all required approvals of the Project by the Town relating to all development plans/documents, to include, but not limited to: annexations, rezonings, site plans, and/or plat approvals, detailed construction plans and specifications, in accordance with the Town’s charter, ordinances, rules, regulations, policies, applicable permits, applicable sureties, as well as Federal and State laws, which shall be referred to as the Town’s Regulations. Upon the Developer/Owner obtaining approval by the Town as provided hereinabove of the Project relating to all Town Regulations, the Town shall allocate to the Developer/Owner the wastewater capacity that had been reserved for the Project. The Town shall grant such allocation of capacity for a period of (5) five years as to the use of the wastewater capacity by the Developer/Owner at which time the allocation shall terminate and revert to the Town, at no cost to the Town, unless within (6) six months of the expiration of the (5) five year term, the Developer/Owner makes application in writing and obtains approval by the Town, for an extension for a period of up to (3) three years as to the allocation as to the remaining wastewater capacity available for the Project. After the (3) three-year period has elapsed, the capacity shall revert to the Town, at no cost to the Town.
9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner’s performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and

otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.

10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.
 - b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.
 - c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.
11. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.
12. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.
13. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).

14. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.
15. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
16. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.
 - a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.
 - b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
 - c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

If the Town terminates the Reservation Agreement, the Developer/Owner shall cease all work on the Project except as necessary to ensure the safety of all persons. The Developer/Owner/Owner (or a subsequent Developer/Owner) may apply to the Town for approval of a new Development Agreement, which approval shall not be withheld provided that all violations of this Agreement have been remedied.

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.
 - a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
 - b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be

required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

18. *Developer/Owner Agreement, Building Permits and All Submissions and Approvals* – The Developer/Owner understands and agrees the intent of this Agreement is for the reservation of Wastewater capacity between the Town and the Developer/Owner and doesn't alleviate the Developer/Owner from pursuing all required submissions and approvals by the Town for the Project pursuant to the Town of Thompson's Station's Code, and LDO, to include, but not limited to, obtaining a Developer/Owner Agreement, Plat Approval, or Building Permit(s), along with all state and federal requirements, where applicable.

III. REQUIRED IMPROVEMENTS

The Developer/Owner agrees to pay the full cost of all the project improvements listed below, if applicable, to the Project.

- 1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of _____ gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of _____gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

1. *Notices* - All notices, demands and requests required or permitted by this Reservation Agreement shall be in writing (including telecopy communications) and shall be sent by email, certified mail, or hand delivery. Any notice, demand or request which is mailed, hand delivered or sent by courier shall be deemed given for all purposes under this Reservation Agreement when delivered to the intended address.

TOWN	DEVELOPER	OWNER
Town of Thompson's Station	_____	_____
P. O Box 100	_____	_____
Thompson's Station, TN 37179	_____	_____

2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.
3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.
5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred,

in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.
8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit "A"
Necessary Project Documents

Exhibit “B”
Engineer’s Letter of Findings (ELF)

Exhibit “C”
Public Improvements

