

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum” or “Agreement”) is entered into and made effective as of the date of the last signature as indicated on the signature page hereto (the “Effective Date”), by and between Robson Property Group, LLC, a Tennessee limited liability company (“Developer”), and the Town of Thompson’s Station, Tennessee, with an address of 1110 Fountain View Blvd., Thompson’s Station, Tennessee 37179 (the “Town”) (Developer and the Town are sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, Developer is the owner of certain real property at 2601 Tom Anderson Road and 2577 Tom Anderson Road in Thompson’s Station, Williamson County, Tennessee, (the “Property”);

WHEREAS, the Town at the request of the Developer has been requested to approve an onsite wastewater treatment system for the Property;

WHEREAS, the Town has adopted Policy and Procedures for the approval of applicant(s) for an on-site wastewater treatment system;

WHEREAS, the Town and Developer have been discussing the Town’s authorization of an onsite wastewater treatment system for the Property known as the Bio-Clere sewer treatment system (the “System”);

WHEREAS, in November of 2024, the Town’s Utility Board has reviewed and recommended approval of the System for the Property; and

WHEREAS, the Town wishes to permit the Developer to install the Bio-Clere System for the wastewater treatment needs of the Property and for additional properties as the Town may approve from time to time based on needed and available capacity of the Bio-Clere System being considered.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

Authorization

1. Developer and the Town acknowledge and agree that the Town does not have existing capacity to serve the Property and nearby properties and the Town further does not have a plan to provide such wastewater treatment capacity in the foreseeable future. Pursuant to the plan of service related to the Property, the Town does not have current plans to provide wastewater service to the Property and nor does the Property fall within the current regional service territory for the treatment plant. Accordingly, Developer is hereby authorized to construct and utilize the System to provide such wastewater treatment services in accordance with the terms and conditions

set forth herein and in compliance with the Town's code and ordinances as adopted, along with the requisite Onsite Wastewater Policy and Procedures of the Town of Thompson's Station

Warranties

2. The System will be constructed and completed , and the Town will approve the construction of the System under the terms and conditions as provided herein. In connection with the construction of the System, the Town shall be granted certain warranties as described in this paragraph, each warranty commencing on the date that Developer conveys the System to the Town. (each, a "Warranty Period"). The Warranty period shall commence on the date of the dedication by the Developer to the Town of the system, property and the easements and run for a period of (1) year. Each such warranty shall be for the System in its entirety, including, but not limited to collection lines, treatment systems, and disposal systems and any additions to the System as of the date the applicable Warranty Period commences, but shall not cover any defects, issues and/or damages caused by the Town and/or any third party. During each Warranty Period, Developer shall be allowed an opportunity to cure, repair and/or remedy any defects in workmanship or materials within a reasonable time prior to Town repairing any such defect. Subject to the limitations in this paragraph, Developer shall reimburse Town upon demand for all costs and expenses incurred by Town to repair all defects of any type whatsoever arising from any cause during the applicable Warranty Period. Developer also warrants that the sewer system improvements shall be paid for in full and that no liens or encumbrances shall remain with regard to said improvements.

Construction Documents/Bond(s)/Time-line

3. Developer shall provide the Town any and all design, construction or installation plans, documents or specifications for the System, prior to commencing construction, as part of the Construction Documents submitted for this development project. No construction will be permitted on a phase of the System until all plans are approved by the applicable approving authorities in the Town, and other regulatory agencies' (e.g. TDEC). The system shall be bonded as part of the development process, per the Land Development Ordinance of the Town of Thompson's Station. Developer shall provide to the Town a set of "as built" drawings of the finished, approved and accepted System or phase of the system being constructed or installed. Additionally, the Town, its agents or assigns, shall be allowed access, with reasonable notice, to inspect during construction and/or installation of the System and any subsequent additions and/or expansions of the System, provided that no such access or inspection will unreasonably interfere with Developer's construction of the System. Any material changes, deviations, or modifications, as determined by the Town in its reasonable discretion, from the approved plans must be submitted and approved by the Town prior to any changes being made. Developer shall be responsible for the cost of any additional component(s) of the system necessary for additional connection to the existing System for the developers use, should such need occur, and Developer will submit the plans for such additional components for approval by the Town. Developer shall commence construction within (18) eighteen months of approval by the Board of Mayor and Alderman (BOMA) of the Memorandum of Understanding (MOU), with the construction to be completed, as determined by the Town, within (18) months from commencing construction.. Developer may request an extension for a period of (6) months, which shall be at the BOMA'S discretion.

Installation of System

4. Developer shall install the Bio-Clere Wastewater Treatment System with a minimum treatment and effluent disposal capacity of 15,000 gallons per day (gpd) and will dedicate additional land of up to (1) acre for the expansion to allow for future treatment expansion of the system up to 100,000 gpd. Developer acknowledges such minimum capacity is above the amount needed for the Developer (~~11,700~~ ~~5,100~~ gpd for ~~3947~~ residential homes, each with a daily flow based on 300 gpd) and all additional capacity shall be owned, managed, and assigned by the Town. The additional dedicated property of up to (1) one acre shall be at no expense to the Town. Once a phase of the System is installed by Developer, the Town will inspect such phase of the System. No connections are to be made to a phase of the System until such phase is approved by the Town and placed into operation. Developer will be responsible for making connections to the applicable phase of the System for its use once such phase is approved by the Town. Developer may add connections to the System according to those units represented on the final plat as approved by the Town and may charge fees in connection therewith on those whom it so connects (e.g., through an increased lot price, connection fee, or otherwise Developer shall ensure there is a minimum setback from the system to the nearest residential building of a minimum of 200 feet. Additionally, Developer shall be responsible for the implementation of and provision(s) for odor control for the system through the warranty period of the system, as well as landscaping to screen the system as approved by Town Staff. The Town upon assumption of ownership of the System shall have all authority over capacity and approval over the connection to the System.

Additional Capacity and Reimbursement

5. The Town and the Developer agree that as to the additional wastewater capacity to be owned and managed by the Town (that is the amount above the ~~11,700~~ ~~5,100~~ gpd to be utilized by the Developer), the Town agrees to reimburse the Developer up to the 15,000 gpd of additional wastewater capacity from the system upon other applicants approval and utilization of such additional wastewater capacity as may be approved by the Town from time to time. The reimbursement rate shall be at the then existing wastewater and effluent disposal fee rate of the Town of Thompson's Station per equivalent dwelling unit (EDU) upon receipt of such payment from the applicant or within as reasonable amount of time thereafter.

Ownership

6. The Town will assume ownership of each phase of the System and place such phase of the System into operation once such phase meets all of the Town's requirements and is deemed acceptable (including all necessary and appropriate drip fields to provide service at a rate of 300 gallons per day per unit in that phase on the Property) and connections to such phase have been installed and are operational on the System. Upon acceptance by the Town of the System or applicable phase of the System to be put into operation, Developer, at Developer's expense, shall provide to the Town, the proper equipment and operations training as to the System or phase of the System.

Access/Easement(s)

7. Upon approval and acceptance of the System or a phase of the System, as applicable, Developer shall transfer ownership of such portion of the System, along with ownership of such

property by deed on which such portion of the System is installed and shall ensure the Town has direct access to such portion of the System either by public roadway or by the grant of an easement to the Town by Developer as set forth in Paragraph 8 herein. The Town and Developer, at the expense of Developer, will be provided with any necessary easements, to be determined by the Parties, in any such transferred area(s). Said perpetual easements shall be for the purpose, to include, but not limited to, to construct, repair, replace, maintain, operate, or for the expansion of the collection, treatment, and disposal systems, for drip fields, structures, equipment, treatment facilities, and any and all other uses necessary for the Town to provide sewer service to the Property, and for the right to place, construct, operate, inspect, repair, maintain, and replace upon the easement area(s) all lines, equipment, facilities, and elements, necessary for the conveyance, treatment, and handling of wastewater as deemed necessary for the Town to provide wastewater treatment to the Property and for Developer to maintain, pursuant to the warranty granted by Developer and specified in Paragraph 2, or modify the System as set forth in Paragraph 8 herein.

Transfer of Property

8. In accordance with Paragraphs 1-7 above, after the System or phase of the System has been constructed and the Town assumes responsibility for the System or phase of the System, as applicable, Developer shall, at the time of the Town's acceptance of the System or phase of the System, at its own expense, provide to the Town a deed(s), executed by Developer's authorized agent, containing the appropriate legal description of the Property upon which the applicable portion of the System is installed, along with any and all necessary easements as provided herein, and including drip field area(s) to provide service at a rate of 300 gallons per day per unit in that phase on the Property, as provided herein. Developer may, by access easement, retain the ability, in any such transferred area, to access such area for the purpose of expanding and making connections to the System, as applicable with the terms herein. Pursuant to the Town's Onsite Wastewater Policy and Procedure, Developer is responsible for obtaining, with the Town listed as the permittee, the proper permit(s), to include, but not limited to, the State Operating Permit (SOP) with the Tennessee Department of Environment and Conservation (TDEC) for the operation of the system, to include paying all applicable fees.

Off-Site Connection

9. Developer acknowledges, agrees and shall build and install, at no cost to the Town an off-site connection that will extend from the wastewater treatment facility located on the property down Tom Anderson Road to the Town's drip field located at parcel 132 00615 00010132, pursuant to the preliminary plat and the construction documents. The Developer shall be responsible for the costs associated with building the off site wastewater connection(s), and where required, the Town will grant necessary easements to the Developer on Town Right of Way or the Developer shall be responsible for the cost of obtaining necessary easements for such connections. The Town, if necessary as determined by the Town, will assist with acquiring such easements via the right of eminent domain and condemnation, which the Developer shall bear all cost and expenses associated with such action, to include, but not limited to, paying the fair market value of the property, appraisals, attorney fees, cost and expenses. The Town shall determine the size of the pipe for the off-site connection based on a determination of how much onsite treatment and disposal capacity is needed and/or available. It is anticipated the connection is approximately ½ mile from 2601 Tom Anderson Road to the drip field. The Developer would not be responsible for adding necessary pump or pump stations related to the connection. Developer would not be

responsible for constructing drip distribution system related to the additional connection to the Town owned drip field. The Developer acknowledges and agrees Developer shall not use the Town drip fields to serve their project, unless determined by the Town to be appropriate. Such connection is meant for the Town's use and discretion for expansion as needed at no cost to the Town.

Assignment

10. Developer, its heirs and assigns shall be subject to this Memorandum of Understanding, to include, include but not limited to Ordinance 2023-001 and the On-Site Wastewater Treatment Policy and Procedures of the Town of Thompson's Station and the Wastewater Development Policy and Procedures for the Town of Thompson's Stations (as amended). Further, should a transfer or assignment occur by Developer, the Town shall be provided simultaneous notice of such transfer or assignment by Developer, and such transfer or assignment shall contain affirmative language that such assignment or transfer is subject to this Memorandum.

Authority

11. Individuals executing this Agreement, and each of them, warrant they have full authority to sign on behalf of, and thereby to bind, the entity(ies) on whose behalf they sign. The representative of the Town expressly represents that this Agreement has been approved by the Town's Board of Mayor and Aldermen ("BOMA") and that the representative has been authorized by BOMA to execute this Agreement.

Miscellaneous

12. This Memorandum may be delivered by facsimile or other electronic transmission, and may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. Time is of the essence of this Memorandum. The recitals set forth above are hereby incorporated as true and correct. This Memorandum shall be governed by and construed in accordance with the laws of the State of Tennessee and jurisdiction and venue shall be in the Williamson County Chancery Court, Franklin, Tennessee. In the event of any litigation arising out of this Memorandum, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party. Should any term or provision be properly determined to be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remaining terms and provisions, which shall remain valid, legal and enforceable. All notices under this Memorandum shall be in writing and shall be delivered to each Party at the address set forth above by certified U.S. Mail or reputable overnight carrier (e.g., Federal Express).

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their signatures hereto effective as of the Effective Date.

DEVELOPER:

ROBSON PROPERTY GROUP, LLC

By: _____

Its: _____

Date: _____

THE TOWN:

THE TOWN OF THOMPSON'S
STATION, TENNESSEE

By: _____

Its: _____

Date: _____