

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) 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 Littlebury Development Company, LLC, a Tennessee limited liability company (“Littlebury”), with an address of 7123 Crossroads Blvd. #E, Brentwood, Tennessee 37027, and the Town of Thompson’s Station, Tennessee, with an address of 1550 Thompson’s Station Road West, Thompson’s Station, Tennessee 37179 (the “Town”) (Littlebury and the Town are hereinafter sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, Littlebury is the owner of approximately 91 acres of real property generally bounded by Pantall Road, Baugh Road, and Interstate 65 in Thompson’s Station, Williamson County, Tennessee, Tax Parcel No. 145 03411 00011145 (the “Property”); and

WHEREAS, the Town previously approved the development of the Property in three separate phases (each a “Phase”) based on Littlebury’s construction and installation of a sequencing batch reactor system (“SBR System”) in order to treat wastewater generated from the Property; and

WHEREAS, the Parties acknowledge the Town is in the process and has been making efforts to expand the Town’s ability for treatment of wastewater and sewer generated and capacity is contingent on those continued improvements;

WHEREAS, the Town has indicated to Littlebury that, in lieu of the SBR System, the Town will permit Littlebury to either (i) tie into the regional sewer system closest in proximity to the Property (the “Regional Tie-In”), or (ii) construct and install a Bioclere sewer treatment system (the “Bioclere System”); and

WHEREAS, the Town has not yet made its election between the Regional Tie-In and the Bioclere System, and the Parties desire to set forth their agreement and understanding regarding the timing, terms and conditions of such election by the Town.

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:

1. The Parties do incorporate by reference herein, **Exhibit A** attached hereto, which is the proposed timeline for consideration upon the election by the Town and the rights and responsibilities of the Parties, based upon that election.

2. Further, the following general and specific conditions shall be applicable between the Parties:

- a. Under any of the Phases (I, II, III), where upon the Town assumes responsibility by acceptance of the Bioclere System, Littlebury shall provide to the Town a warranty from the date the Town accepts the system and for one (1) year from the date town obtains 25% of the platted lots in the phase connected to the system. Such warranty shall be for the system in its entirety including collection lines and any additions to the system as additional phases are developed. Littlebury will be allowed to cure, repair, or remedy any defects in workmanship or materials within a reasonable time prior to Town repairing the defect. Littlebury 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 warranty period. Littlebury 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. The warranties set forth in this Section 2(a) shall expire one (1) year after the date upon which 25% of the platted lots in the applicable Phase have been connected to the Bioclere system.
- b. Under any of the Phases (I, II, III) where upon the Town assumes responsibility by acceptance of the Bioclere System, Littlebury shall transfer ownership of such property on which the Bioclere System is installed and shall ensure the Town has direct access to such System either by public roadway or by the grant of an easement to the Town by Littlebury or any necessary entity. Littlebury will be provided necessary easements, to be determined by the Town, in any such transferred area for the purpose of expanding the collection, treatment, and disposal systems for additional Phases.
- c. Under any of the Phases (I, II, III) where upon the Town elects to permit Littlebury to construct the Bioclere System, Littlebury will provide the Town any and all design, construction or installation plans, documents or specifications for the Bioclere System. No construction will be permitted on the Bioclere system until all plans are approved by the Town. Additionally, the Town, its agent or assigns shall be allowed access, without notice, for inspection during all Phases of construction or installation of such Bioclere System and any subsequent additions or expansions of the system. Any requested changes, deviations, or modifications from the approved plans, must be submitted and approved by the Town prior to any changes being made.
- d. Under any of the Phases (I,II, III) wherein the Town shall receive from Littlebury drip field area(s), Littlebury shall, at its own expense, provide to the Town by deed, executed by Littlebury's authorized agent, containing the appropriate legal description for such drip field area(s), which shall be incorporated by reference to this Agreement or Understanding of the Parties contained herein. Littlebury will be provided necessary easements, to be determined by the Town, in any such transferred area for the purpose of expanding the collection, treatment, and disposal systems for additional Phases.

- e. Under any of the Phases (I, II, III) wherein the Town determines to decommission the Bioclere System as to tie-in to the Regional System (which determination to decommission shall be made, if at all, no later than the completion of the final Phase), Littlebury shall be responsible for all costs and expenses associated with decommissioning the Bioclere System in accordance with decommissioning plans submitted to and approved by the Town.

3. 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. 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. Each Party hereby waives the right to trial by jury in connection with any litigation arising out of this Memorandum. The Parties agree the jurisdiction and venue for any such litigation shall be with the Chancery Court for Williamson County, Tennessee. 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).

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

LITTLEBURY:

LITTLEBURY DEVELOPMENT
COMPANY, LLC

By: Great Tennessee Land Company, LLC
Its: Sole Member

By: _____
Name: _____
Its: _____

Date of Execution: October ____, 2019

THE TOWN:

THE TOWN OF THOMPSON'S
STATION, TENNESSEE

By: _____
Name: _____
Its: _____

Date of Execution: October ____, 2019