

SEWER TAP AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2019, by and between Evans North, LLC, a Tennessee limited liability company (“**Evans North**”), Station Hill, LLC, a Tennessee limited liability company (“**Station Hill**”), Alexander Property, LLC, a Tennessee limited liability company (“**Alexander Property**”), Amber Lane Development, LLC, a Tennessee limited liability company, (“**Amber Lane**”) and the Town of Thompson Station, a municipal corporation duly formed of the laws of the State of Tennessee (the “**Town**”) with respect to sewer taps for the Avenue Downs Subdivision.

WHEREAS, Evans North, Station Hill, Alexander Property, and Hood Development (collectively, the “Tap Owners”) currently have acquired from the Town in excess of sixty-nine (69) sewer taps for units within the developments being developed by the Tap Owners (the “Available Taps”); and

WHEREAS, Amber Lane has previously submitted a proposed Preliminary Plat to the Town’s Planning Commission for a 69 lot subdivision (the “Avenue Downs Subdivision”) located on real property on Critz Lane (Tax Map 145, Parcels 6.03 and 6.04), and

WHEREAS, in order to obtain approval from the Town’s Planning Commission for the Preliminary Plat for the Avenue Downs Subdivision, the Town will have to allocate 69 sewer taps to the Avenue Downs Subdivision; and

WHEREAS, due to concerns regarding whether the Town’s wastewater system has capacity in excess of the capacity committed to approved developments within the Town, including the developments owned by the Tap Owners, the Town has been unwilling and/or unable to allocate the necessary taps to the Avenue Downs Subdivision; and

WHEREAS, in order to permit Evans North, Amber Lane, and the Town to proceed with the execution of a Participation Agreement for Public Infrastructure Improvement Construction regarding the construction of public infrastructure improvements to Critz Lane, the Tap Owners are willing to defer the use of 69 of the Available Taps in accordance with the terms and conditions of this Agreement; and

WHEREAS, on July 23, 2019, the Board of Mayor and Aldermen of the Town authorized the Mayor to execute a contract with W & O Construction Co., Inc. for the installation of a subsurface dispersal system on the Station Hill property (the “Drip Field Project”) in order to increase the wastewater effluent disposal capacity of the Town’s Regional Wastewater Treatment Plant; and

WHEREAS, the Town, Station Hill, Alexander Property, and Evans North have agreed to enter into certain easement agreements in order to permit the development of the Drip Field Project; and

WHEREAS, the Town and Whistle Stop Farms, LLC have entered into a Settlement Agreement, effective November 9, 2018 (the “Settlement Agreement”), which provides that the Town will make sewer capacity available in the Town’s Regional Wastewater Treatment Facility

(the "Facility") to the all of the 343 lots in the Whistle Stop Farms development on or before December 31, 2022 (the "Whistle Stop Commitment").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. ALLOCATION OF AND PAYMENT FOR SEWER TAPS.

- A. The Tap Owners agrees to defer the use of 69 of the Available Taps until such time as the taps are restored to the Tap Owners pursuant to Section II of this Agreement.
- B. Amber Lane shall pay the Town for the costs for 69 taps within sixty (60) days of the Effective Date.
- C. Upon receipt of payment for the sewer taps from Amber Lane, the Town will allocate the sixty-nine (69) aforementioned sewer taps to the Avenue Downs Subdivision.
- D. In the event less than sixty-nine (69) sewer taps are utilized by Amber Lane for the Avenue Downs Subdivision, the unused taps shall be transferred back to the Tap Owners for no additional consideration.

II. RESTORATION OF SEWER TAPS:

- A. The Town agrees that the Town shall restore the sixty-nine (69) sewer taps to the Tap Owners immediately following the Town's satisfaction of the Whistle Stop Commitment, however Tap Owners, by May 31, 2023, shall make payment of associated tap fees or vesting of capacity shall not occur.
- B. The Town agrees to make Diligent, Good-Faith Efforts (as defined in the Settlement Agreement), subject to delays for Force Majeure Events (as defined in the Settlement Agreement), to satisfy the Whistle Stop Commitment on or before December 31, 2022.
- C. The Town agrees that until such time as the sixty-nine (69) sewer taps are restored to the Tap Owners, the Tap Owners shall be the first in line after the Whistle Stop Commitment (i.e. the Town shall reserve the next sixty-nine (69) sewer taps available for the Tap Owners). Said reservation of taps shall expire on May 31, 2023. After the Town has reserved the sixty-nine (69) sewer taps for the Tap Owners, no provision or aspect of this agreement shall limit the Town from allocating and/or reserving sewer taps to other entities at any point in time.

III. EASEMENTS.

- A. Station Hill agrees to grant to the Town the necessary easements across Station Hill's property in order to permit the Town to construct the Drip Field Project (the "Drip Field Easement"). The form of the Drip Field Easement is attached hereto as Exhibit 1. The Town and Station Hill will execute the Drip Field Easement

within ten (10) days of Station Hill's receipt of the Station Hill Sewer Line Notice (as described below).

- B. Within ten (10) days after the Effective Date (as defined below) the Town will notify Station Hill in writing of the approved route for the sanitary sewer line that will serve the Station Hill Property (the "Station Hill Sewer Line Notice"). Station Hill shall then prepare the legal description for the sewer easement which will be attached to the sewer easement to be granted to Station Hill by the Town (the "Station Hill Sewer Easement"). The form of the Station Hill Sewer Easement is attached hereto as Exhibit 2. The Town and Station Hill will execute the Station Hill Sewer Easement within ten (10) days of the completion of the legal descriptions for the Station Hill Sewer Easement.
- C. The Town agrees to grant to the Alexander Property the necessary easements across the Town's property in order to permit the Alexander Property to construct sewer lines across the portion of the Town's property located between the property owned by Evans North's and the property owned by Alexander Property (the "Alexander Property Sewer Easement"). The form of the Alexander Property Sewer Easement is attached hereto as Exhibit 3. The Town and Alexander Property will execute the Alexander Property Sewer Easement within ten (10) days of the Effective Date.

IV. MISCELLANEOUS.

- A. The parties hereto acknowledge and agree that this Agreement is conditioned upon approval of a Resolution authorizing this Agreement by the Board of Mayor and Aldermen of the Town.
- B. The "Effective Date" of this Agreement shall be the effective date of the Resolution authorizing this Agreement by the Board of Mayor and Aldermen of the Town.
- C. This Agreement may be modified, altered, amended, canceled or terminated only by the express, written agreement of the parties hereto.
- D. The terms, conditions, covenants, and agreements contained herein shall be binding on and inure to the benefit of the Tap Owners, Amber Lane, and the Town, and their respective heirs, successors and assigns. Any references to the Tap Owners, Amber Lane, and the Town shall be deemed to mean and include their respective heirs, successors and assigns as though they had been original parties to this Agreement.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for all matters arising under this Agreement shall be in the courts of Williamson County, Tennessee, and the parties hereto hereby consent to the jurisdiction of such courts for any such legal proceedings.

[Signature Page Attached Hereto]

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IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

TOWN:

The Town of Thompson Station

By: _____

Name: _____

Title: _____

EVANS NORTH:

Evans North, LLC, a Tennessee limited liability company

By: _____

Name: _____

Title: _____

STATION HILL:

Station Hill, LLC, a Tennessee limited liability company

By: _____

Name: _____

Title: _____

ALEXANDER PROPERTY:

Alexander Property, LLC. a Tennessee limited liability company

By: _____

Name: _____

Title: _____

AMBER LANE:

Amber Lane Development, LLC, a Tennessee limited liability company

By: _____

Name: _____

Title: _____

Exhibit 1

Form of the Drip Field Easement

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Exhibit 2

Form of the Station Hill Sewer Easement

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Exhibit 3

Form of the Alexander Property Sewer Easement

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