(Amended by Resolution 2005-1, September 1, 2005)

APPENDIX A

FORMS

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

FORM NUMBER 1

APPLICATION FOR SKETCH PLAT APPROVAL

Date Filed: _____

1. **Name of Subdivision:** _____

2. **Name of Applicant:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (County) (State) (Zip Code)

3. **Name of Local Agent:** _____

4. **Owner of Record:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (County) (State) (Zip Code)

5. **Engineer:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (County) (State) (Zip Code)

6. **Land Surveyor:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (County) (State) (Zip Code)

7. **Attorney:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (County) (State) (Zip Code)

8. **Subdivision Location:** On the _____ side of _____
   (Street)

   _____ feet _____ of _____
   (Direction) (Street)

9. **Total Acreage:** _____ **Number of Lots** _____

   Zoning Classification: _____

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APPLICATION FOR SKETCH PLAT APPROVAL
Page 2

10. Does the proposed subdivision include or abut any flood prone area, as defined in the Subdivision Regulations? _____ If so, the area must be delineated on the sketch plat.

11. Tax Map Designation: Map Parcel Number(s): _____

12. Is any open space being offered as part of this subdivision application? _____ If so, what amount? _____

13. Has the County Board of Zoning Appeals granted any variance, exception, or special permit concerning this property? _____. If so, list and name:
_____

14. First submittal, six (6) full sized copies are required. Second submittal, fifteen (15) copies (five (5) full size copies and ten (10) reduced 11" X 17" copies) are required of anything pertaining to the request.

15. List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations). _____

16. Attach hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Robertson County Register of Deed's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and date the contract of sale was executed.

_____

Mailing Address: _____

_____
(County) (State) (Zip Code)

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

FORM NUMBER 2

APPLICATION FOR PRELIMINARY PLAT APPROVAL

Date Filed: _____

1. **Name of Subdivision:** _____

2. **Name of Applicant:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

3. **Name of Local Agent:** _____

4. **Owner of Record:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

5. **Engineer:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

6. **Land Surveyor:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

7. **Attorney:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

8. **Subdivision Location:** **On the** _____ **side of** _____
   (Street)

   _____ **feet** _____ **of** _____
   (Direction) (Street)

9. **Total Acreage:** _____ **Number of Lots** _____

   Zoning Classification: _____

10. **Tax Map Designation:** _____ **Map Parcel Number(s):** _____

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION
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APPLICATION FOR PRELIMINARY PLAT APPROVAL
Page 2

11. Has the Board of Zoning Appeals granted any variance, exception, or special permit concerning this property? _____. If so, list and name: _____
_____

12. Date of sketch plat approval: _____

13. Have any changes been made since this plat was last before the commission? ___
If so, describe: _____

14. Attached are fifteen (15) copies of proposed preliminary plat.

15. Attached are five (5) copies of construction plans, if required or requested.

16. List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations). _____
_____

17. Attach hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Robertson County Register of Deed's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and date the contract of sale was executed.

Name and Mailing Address:_____

_____

_____
(City) (State) (Zip Code)

ROBERTSON COUNTY PLANNING COMMISSION

Form Number 3

PRELIMINARY PLAT CHECKLIST

NAME OF SUBDIVISION _____

LOCATION _____ **ZONING DISTRICT** _____

OWNER _____

ENGINEER OR SURVEYOR _____

____ 1. **First submittal, six (6) full sized copies are required. Second submittal, fifteen (15) copies (five (5) full size copies and ten (10) reduced 11" X 17" copies) are required of anything pertaining to the request.**

____ 2. **Location of property with respect to surrounding property and streets.**

____ 3. **Names of all adjoining property owners, or names of adjoining developments.**

____ 4. **Contours at not more than five (5) foot intervals.**

____ 5. **Location and dimensions of all boundary lines of the property to the nearest one hundredth (1/100) of a foot.**

____ 6. **Location and names of existing streets.**

____ 7. **Location of existing easements and utilities.**

____ 8. **Location of existing water bodies, streams, and other pertinent features, such as swamps, railroads, buildings, parks, cemeteries, drainage ditches, bridges, etc.**

____ 9. **Locations, dimensions, and areas of all proposed or existing lots.**

____ 10. **Location and dimensions of all property proposed to be set aside for park or playground use or other public or private reservation, with designation of the purpose thereof, and conditions, if any, of the dedication or reservation.**

____ 11. **Date of Plat.**

____ 12. **Appropriate true north point.**

____ 13. **Scale of plat.**

____ 14. **Plans of proposed utility layout.**

____ 15. Data from which the location, bearing, and length of all lines can be determined and reproduced on the ground.

____ 16. Names, locations and dimensions of proposed streets and easements.

____ 17. Indication of the use of any lot and all uses other than residential.

____ 18. Lots numbered.

APPROVED: _____
DATE

CONDITIONS:

DISAPPROVED: _____
DATE

FOLLOWING REASONS:

SIGNED:_____
SECRETARY OF PLANNING COMMISSION

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

FORM NUMBER 4

APPLICATION FOR FINAL PLAT APPROVAL

Date Filed: _____

1. **Name of Subdivision:** _____

2. **Name of Applicant:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   City) (State) (Zip Code)

3. **Name of Local Agent:** _____

4. **Owner of Record:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

5. **Engineer:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

6. **Land Surveyor:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

7. **Attorney:** _____ **Phone:** _____

   Address: _____
   (Street No. and Name)

   _____
   (City) (State) (Zip Code)

8. **Subdivision Location:** On the _____ side of _____
   (Street)

   _____ feet _____ of _____
   (Direction) (Street)

9. **Total Acreage:** _____ **Number of Lots** _____

   Zoning Classification: _____

10. Date of sketch plat approval, if applicable: _____

11. Date of preliminary plat approval: _____

12. Have any changes been made since this plat was last before the commission? ___
If so, describe:_____
_____

13. List all contiguous holdings in the same ownership, as defined in the Subdivision Regulations.

Tax Map Parcel Number(s) _____
_____

14. First submittal, six (6) full sized copies are required. Second submittal, fifteen (15) copies (five (5) full size copies and ten (10) reduced 11" X 17" copies) are required of anything pertaining to the request.

15. Attached are five (5) copies of construction plans, if required, if not previously submitted to and approved by the planning commission.

16. Attached, if applicable, is planning commission Form Number 6, entitled "Offer of Irrevocable Dedication", as reproduced at Appendix A, of the Robertson County Subdivision Regulations, and approved by the Regional attorney. The form may be modified as required by the Regional attorney and/or other appropriate Regional representative.

17. Attached, if the subdivision plat contains open space, recreational facilities, or any portion of the site in common ownership, regardless of the method of ownership, are the plans and documents required by Subsection 2-104.1, Item 9, of the Robertson County Subdivision Regulations.

18. Attached, hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Robertson County Register of Deed's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and date the contract of sale was executed.

Name and Mailing Address:_____

_____

_____

(City) **(State)** **(Zip Code)**

ROBERTSON COUNTY PLANNING COMMISSION

Form Number 5

FINAL PLAT CHECKLIST

NAME OF SUBDIVISION _____

LOCATION _____ **ZONING DISTRICT** _____

OWNER _____

ENGINEER OR SURVEYOR _____

____1. Fifteen (15) copies of plat.

____2. Location of property with respect to surrounding property and streets.

____3. Names of all adjoining property owners, or names of adjoining developments.

____4. Reproducible original.

____5. Location and dimensions of all boundary lines of the property to the nearest one hundredth (1/100) of a foot.

____6. The size and location of any water and sewer mains.

____7. Location of existing easements and utilities.

____8. Lots numbered.

____9. Names of new streets.

____10. Locations, dimensions, and areas of all proposed or existing lots with building setbacks.

____11. Location and dimensions of all property proposed to be set aside for park or playground use or other public or private reservation, with designation of the purpose thereof, and conditions, if any, of the dedication or reservation.

____12. Date.

____13. Appropriate true north point.

____14. Data from which the location, bearing, and length of all lines can be determined and reproduced on the ground.

____15. Location and description of all proposed monuments.

____16. Performance Bond:

Water _____

Sewer _____

Streets _____

Miscellaneous _____

____17. Plat Certificates:

____ Ownership and Dedication

____ Accuracy

____ Utility Systems Water _____ Sewer _____

____ Approval by County Health Department

____ Approval of Streets

____ Approval for Recording

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

FORM NUMBER 6

OFFER OF IRREVOCABLE DEDICATION

AGREEMENT made this _____ day of _____, 20____, by and between _____, a _____, having its office and place of business at _____, hereinafter designated as "developer", and Robertson County, Tennessee, hereinafter designated as the "local government".

WHEREAS, the Robertson County Regional Planning Commission is in the process of approving a subdivision plat entitled, _____, dated _____, and made by _____; and

WHEREAS, said map designates certain public improvements consistent with _____ _____ to be dedicated to the _____ _____, free and clear of all encumbrances and liens, (Robertson County) pursuant to the requirements of the Robertson County Regional Planning Commission and the local government; and

WHEREAS, the developer, simultaneously herewith, shall post a surety instrument or other surety instrument with the County for the construction, maintenance, and dedication of said improvements, if required; and

WHEREAS, the developer is desirous of offering for dedication the said improvements and land to the local government more particularly described in Schedule ____, attached, hereto;

WHEREAS, the developer has delivered deeds of conveyance to the County for the said land and improvements as described herein;

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) lawful money of the United States paid by the local government to the developer and other good and valuable consideration, it is mutually AGREED as follows:

1. **The developer herewith delivers to the local government deeds of conveyance for the premises described in Schedule _____, attached hereto, said delivery being a formal offer of dedication to the local government, until the acceptance or rejection of such offer of dedication by the local government.**

2. **The developer agrees that said formal offer of dedication is irrevocable and can be accepted by the local government at the time.**

3. The developer agrees to complete the construction and maintenance of the land and improvements pursuant to the surety instrument and the requirements of the Robertson County Regional Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the local government with respect thereto and, upon acceptance by the local government of the offer of dedication, shall within thirty (30) days after written notice from the local government of acceptance of the offer of dedication, furnish to the local government a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the local government a check for all necessary fees and taxes to record the deeds heretofore delivered.

_____, 20____ _____
Date Developer

(CORPORATE SEAL)

ATTEST: FOR THE (Name of Local Government):

BY: _____
County

_____, 20____ _____

ACKNOWLEDGMENT:
COPARTNERSHIP

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be one of the firm _____ _____, described in and who executed the foregoing instrument, and he/she, thereupon, acknowledged to me that he/she executed such instrument as and for the act and deed of said firm.

_____

CORPORATE

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

On this _____ day of _____, 20___, before me personally appeared _____, to me known, who, being by me first duly sworn, did depose and said that he/she resides in _____; that he is the _____ _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; the corporate seal affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

_____

INDIVIDUAL

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

On this _____ day of _____, 20___, before me personally appeared _____, to me known and known to me to be the individual described in and who executed the foregoing instrument; that he/she acknowledged to me that he/she executed the same.

_____

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

FORM NUMBER 7

IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

1. **DATE OF ISSUE** _____
2. **CREDIT NO. OF ISSUING BANK** _____
3. **CREDIT NO. OF ADVISING BANK** _____
4. **ADVISING BANK** _____
5. **ACCOUNTEE** _____
6. **BENEFICIARY, MAIL TO** _____
7. **LATEST PERFORMANCE DATE** _____
8. **LATEST DATE FOR NEGOTIATION** _____
9. **MAXIMUM AMOUNT** _____
10. **We hereby issue this documentary letter of credit in your (the beneficiary's) favor which is available against your drafts at _____ drawn on ___ _____ Bank, Credit No. _____" accompanied by the following document: A certificate of default signed under oath by the Chairman of the Robertson County Regional Planning Commission and the County Executive of Robertson County certifying that the accountee has not complied with the terms of the agreement between the planning commission and the accountee and the amount of approximate damage to the local government, which amount shall be identical to the face amount of the accompanying draft.**
11. **SPECIAL CONDITIONS**

We hereby engage with the bona-fide holders of all drafts or documents presented under and in compliance with the terms of this letter of credit that such drafts or documents will be duly honored upon presentation to us.

The amount of each drawing must be endorsed on the reverse of this letter of credit by the negotiating bank.

The advising bank is requested to advise this letter of credit without engagement of their part.

_____
Bank

_____
Authorized Signature, Issuing Bank

_____
Authorized Signature, Issuing Bank

ROBERTSON COUNTY PLANNING COMMISSION

FORM NUMBER 8

SURETY INSTRUMENT RENEWAL POLICY

SUBDIVISION NAME: _____

NAME OF DEVELOPER: _____

DATE OF SURETY INSTRUMENT: _____

AMOUNT OF SURETY INSTRUMENT: _____

EXPIRATION DATE OF SURETY INSTRUMENT: _____

DEADLINE FOR RECEIPT OF WRITTEN REQUEST FOR FINAL INSPECTION OF COMPLETED IMPROVEMENTS* _____
(60 Days Prior to Expiration Date of Bond)

*In order to allow adequate time for the process of final acceptance of the subdivision improvements by the Robertson County Commission, it is necessary that the developer contact (in writing) the office of the Robertson County Planning Commission by this date indicating that he has completed the improvements and is ready for a final inspection of the improvements. If written notice is not received by this date or if the improvements are not satisfactorily constructed by this date, the developer will be required to renew the bond prior to the expiration date of the bond. If the developer chooses to renew the bond, but would like the bond amount reduced due to partial completion of the improvements, notice of such request must, also, be received by this date. **NOTE: It is the sole responsibility of the developer to contact (in writing) the Robertson County Planning Commission to request a final inspection by this date. It is, also, the sole responsibility of the developer to renew the bond before the expiration date of the previous bond if the request for final inspection of the completed improvements is not received by this date or if the improvements are not satisfactorily constructed.**

A maintenance bond will, also, be required for a period of one (1) year from the date that the Robertson County Commission accepts the subdivision improvements. If at the end of the maintenance bond period corrections to deficiencies are necessary, the developer will be required to correct the deficiencies or the maintenance bond will be utilized to make these corrections.

CERTIFICATION

I, hereby, certify that I have read all of the above requirements and fully understand them. I, also, certify that I received on this date a signed and dated copy of this form.

_____ _____
SIGNATURE OF DEVELOPER DATE

(OPTIONAL)

ROBERTSON COUNTY PLANNING COMMISSION

FORM NUMBER 9

SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on this _____ day of _____, 20___, by and between THE COUNTY OF ROBERTSON COUNTY, OF ROBERTSON COUNTY, TENNESSEE, A County established under the laws of the State of Tennessee, with its office and principal place of business in Robertson County, Tennessee, (hereinafter called the "COUNTY"), and the DEVELOPER (hereinafter called the "DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made a part hereof (hereinafter called the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter called the "PROJECT"); and

WHEREAS, the plat of the PROJECT has preliminary approval of the Robertson County Regional-Regional Planning Commission (hereinafter called the Planning Commission) on the _____ day of _____, 20___, pursuant to Tennessee Code Annotated, Sec. 13-4-301, et seq., and the Subdivision Regulations, of Robertson County, Tennessee, (the Subdivision Regulations); and,

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety and welfare of future residents of the PROJECT, it will be necessary for certain improvements to the COUNTY'S utility systems and public infrastructure to be constructed within and to serve the PROJECT. Said public infrastructure shall include, but not be limited to, roads, bridges, sidewalks, storm water conveyance and detention systems, street signs, markings signals and the like; and

WHEREAS, in order for said improvements to be fully integrated with the utility systems and public infrastructure of the COUNTY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the Subdivision Regulations and other rules, regulations and ordinances of the COUNTY public improvements in said project and extend utilities to the project at his own cost; and,

WHEREAS, the COUNTY is willing to accept the dedication of the streets, utilities and other improvements subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the County of Robertson County and the State of Tennessee.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers and other facilities in accordance with this agreement.

B. Posting Financial Surety

At the time of execution of this agreement, the DEVELOPER shall give the COUNTY an Irrevocable Letter-of-Credit, on a bank licensed to do business in Tennessee and insured by the FDIC irrevocable without conditions and callable upon a bank doing business in Robertson County, Tennessee, in the amount of _____ Dollars for improvements, including roads, sidewalks, drainage, water, sewer and other improvements specified by the plans and plats of the development approved by the COUNTY and the Planning Commission. This Letter-of-Credit shall secure performance of all obligations of the DEVELOPER under this agreement pursuant to Planning Commission approved plans and filings. The Letter-of-Credit shall meet all requirements established in Article III (ASSURANCE FOR COMPLETION AND MAINTENANCE OF IMPROVEMENTS) of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement, including payment of all amounts payable by the DEVELOPER of DEVELOPER'S obligations hereunder, and its obligations under the warranty and indemnification provisions, hereof. The Letter-of-Credit may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the Letter-of-Credit. The Letter-of-Credit will not be released, except and until there has been full compliance with this agreement and upon certification of a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

C. Inspection

The COUNTY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the Subdivision Regulations and Planning Commission approved construction plans.

D. Right of Entry

The COUNTY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

E. Acceptance of Facilities

Upon notice by the COUNTY of acceptance of all or part of the facilities, then those facilities specified in the acceptance shall become the property of the COUNTY free from all claims by any person or entity without the necessity of any further writing, agreement, or deed. The parties intend that this agreement shall operate as a conveyance of the facilities when the facilities are accepted. The DEVELOPER further agrees that any

facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.

F. Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the COUNTY may, in its sole discretion, elect to accept all or a portion of the facilities installed. Should the COUNTY choose to accept all or a portion of these facilities, the COUNTY shall become the sole owner of these facilities. The COUNTY may give notice of acceptance by writing delivered to the DEVELOPER or recorded in the Register's Office, of Robertson County, Tennessee. No further writing or deed shall be required. The COUNTY'S election to accept such facilities shall not be construed as an assumption of any obligation related to these facilities such as the obligation to maintain the facilities or to pay for any part of the cost of installing the facilities.

G. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the COUNTY shall be refundable to the DEVELOPER.

H. Liability Insurance

The DEVELOPER shall purchase an Owner's and Contractor's Liability Policy and Public Liability Insurance Policy in the amount of one million dollars ($1,000,000.00) and name the COUNTY (and its agents/representatives) as an additional insured party. DEVELOPER further agrees to hold and name the COUNTY (and its agents/representatives) harmless from the claim of any person and further agrees to defend any action brought in any court against the COUNTY (and its agents/representatives) and to pay any judgments rendered against the COUNTY (and its agents/representatives).

I. Legal Expense in Case of Default

In the event the DEVELOPER or its sureties breach this agreement, they shall bear all costs of the COUNTY'S reasonable expenses, including attorney's fees and other expenses incurred in enforcing this agreement or completing this agreement whether incurred by negotiation, litigation or otherwise.

J. County Ordinances, Rules and Regulations

All currently existing COUNTY ordinances, rules and regulations and the Subdivision Regulations adopted by the Planning Commission are made a part of this agreement. In the event of a conflict between the terms of this agreement and a COUNTY ordinance, the ordinance shall prevail. In the event of a conflict between the terms of this agreement and the Subdivision Regulations, the Subdivision Regulations shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the County and made a part, hereof.

K. Agreement not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

L. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the COUNTY, even if the agreement has not been executed by the COUNTY, or does not bind COUNTY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Robertson County, Tennessee, and Tennessee appellate courts.

M. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments or understandings. Any written modification to this agreement must be approved by the ROBERTSON COUNTY BOARD OF COMMISSIONERS.

N. Separability

If any portion of this agreement is held to be unenforceable, the COUNTY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

O. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed subdivision is to be located without first providing the COUNTY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this subdivision in accordance with the agreement, the DEVELOPER agrees to provide the COUNTY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the COUNTY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and in violation of the subdivision regulations. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement and accompanying surety instrument are entered into between the new owners and the COUNTY.

P. Covenants, Conditions and Restrictions to Be Filed

The DEVELOPER will submit a Declaration of Covenants, Conditions and Restrictions to be filed, referenced upon the face of and recorded with the final plat. The Declaration of Covenants, Conditions and Restrictions shall contain all provisions required by the Zoning Ordinances, of the COUNTY and shall include provisions for a Home Owners' Association to maintain

all detention or retention ponds, common drainage ditches and any and all common areas. The Declaration of Covenants, Conditions and Restrictions shall also contain provisions for assessments of property for maintenance of common areas and provisions for enforcement of the assessments by liens, removal of voting rights, and enforcement at law and equity. The Declaration of Covenants, Conditions and Restrictions shall make adequate and sufficient provisions for the maintenance of any detention ponds or drainage areas to include an amortizing of maintenance costs to be provided to the Home Owners' Association by the DEVELOPER at the time of the establishment of the Home Owners' Association. The Declaration of Covenants, Conditions and Restrictions shall run with the land and must be approved by the PLANNING COMMISSION, prior to recordation, as a part of the final plat.

Q. Time Period for Construction

In consideration of the promise by the COUNTY to accept for maintenance the streets, utilities and other infrastructure covered by this agreement, the DEVELOPER agrees to be bound to complete within two (2) years, all improvements shown on the plat and plans and all things required by this agreement. The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the COUNTY, he will submit a written request for extension of the agreement period to the COUNTY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for his failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the letter-of-credit executed to secure the value of the work to be performed under this agreement is determined at the time an extension is sought to be inadequate due to rising costs to secure the cost of said improvements he will provide the additional security to bring the surety instrument amount in line with current cost projections as made by the COUNTY. The COUNTY agrees that it will not unreasonably withhold approval of extensions where the DEVELOPER has complied with the requirements of notice to the COUNTY and provided the required additional security, if any is needed. The DEVELOPER understands that his failure to follow this extension procedure constitutes a breach of this agreement and places him in violation of the Subdivision Regulations. The DEVELOPER further understands that should he fail to complete any part of the work outlined in this agreement in a good and workmanlike manner the COUNTY shall reserve the right to withhold and withdraw all building permits and/or sewer service within the subdivision until all items of this Agreement have been fulfilled by the DEVELOPER.

II. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the COUNTY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, and all street system improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Section 5-103 (Construction Plans) of the Subdivision Regulations and any other details as requested by the COUNTY. It is recognized that the IMPROVEMENTS may be constructed

in phases as the Project is developed. The DEVELOPER shall submit the Plans as provided herein for each phase and execute a separate DEVELOPMENT AGREEMENT for each phase.

B. Preparation of Plans

The Plans shall be prepared by an engineer licensed by the State of Tennessee to design said infrastructure improvements and shall bear the seal, signature and license number of the engineer preparing the Plans.

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee design criteria and sound engineering judgment. Storm water management and road improvements shall be designed according to the Subdivision Regulations, all other applicable federal, state and local specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the COUNTY and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the COUNTY'S specifications, the decision of the COUNTY shall be final and binding on the DEVELOPER. Three (3) sets of prints of the Plans shall be submitted by the DEVELOPER to the COUNTY. The COUNTY agrees to review the drawings and Plans so submitted in a timely manner. DEVELOPER agrees to make all revisions to the Plans as required by the COUNTY. Following review and approval of the Plans, or following review and approval of revised Plans if revisions have been required, the DEVELOPER must then submit the Plans, as approved by the Robertson County Planning Commission, to the Tennessee Department of Environment and Conservation for approval. The COUNTY will require a copy of the State approval letter for sewer and water, along with three (3) copies of the State approved (stamped) Plans before the DEVELOPER may commence work.

III. CONTRACTOR

The improvements shall be installed in accordance with the Plans, approved as provided above, by a CONTRACTOR licensed by the State of Tennessee, as a utility CONTRACTOR and acceptable to the COUNTY. Prior to the beginning of construction, the DEVELOPER shall submit to COUNTY the DEVELOPER'S choice of CONTRACTOR(S), and the COUNTY will, upon verification of license and work performance, either approve or disapprove DEVELOPER'S CONTRACTOR. Approval or disapproval shall be at the total and absolute discretion of the COUNTY. If approval is withheld, the DEVELOPER must choose another CONTRACTOR and the process of approval shall begin again and shall continue until the COUNTY approves a CONTRACTOR. After the COUNTY has approved the CONTRACTOR, the DEVELOPER shall convene a pre-construction meeting at the COUNTY offices at a time mutually acceptable to the parties. This meeting is required before construction may begin.

IV. COMMENCEMENT OF CONSTRUCTION

Construction of Improvements may not begin until the following events have occurred:

A. The Plans are approved by the PLANNING COMMISSION, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

B. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the COUNTY and/or DEVELOPER in writing.

C. If required, the review fee described in Resolution 071904075, hereof, has been paid in full.

D. The COUNTY shall receive copies of any applicable approvals and/or permits involving stream crossings, crossing of power transmission lines, crossing of railways and similar facilities.

E. The COUNTY has received three (3) copies of the State-Approved Water and Sewer Plans.

F. The COUNTY has approved the DEVELOPER'S choice of a contractor.

G. The COUNTY shall have received an appropriately executed Development Agreement accompanied by the Surety Instrument described in Paragraph B, of Section I, hereof.

H. The preconstruction conference described in Section III, hereof, has been held.

I. The DEVELOPER shall give the COUNTY notice of commencement of construction, in writing at least five (5) days prior to commencement.

V. CONSTRUCTION

A. Utilities

DEVELOPER agrees to pay the cost of a State approved water and sewage system complete with necessary stations and force mains and with manholes, outside the boundary of the subdivision as approved by the COUNTY. The DEVELOPER further agrees to pay the cost of sewer system and collection system for each lot within the subdivision as approved by the COUNTY upon the subdivision plans and specifications. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and Tennessee Department Environment and Conservation specifications, all water service taps, fire lines, sewer service, and all facilities, equipment and accessories relating, thereto, necessary to provide utility service to the Project.

B. Storm Water Management Systems

The DEVELOPER shall be responsible for all storm water management work, including ditch paving, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision.

1. The DEVELOPER shall provide and deliver the formal written opinion of a licensed professional engineer certifying that he has reviewed the entire watershed wherein the subdivision is located and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property. Further, the DEVELOPER agrees to hold harmless and defend the PLANNING COMMISSION and its agents from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the DEVELOPER'S design, construction, installation or the development itself, in whole or part.

2. To properly manage storm water runoff during the construction process the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the development as approved by the Tennessee Department Environment and Conservation in conformance with their published design standards and specifications. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Tennessee Department Environment and Conservation to prevent erosion. In the event the Tennessee Department Environment and Conservation determines that necessary erosion control is not being provided by the DEVELOPER, the proper governing authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the proper governing authority shall make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work. Prior to releasing any securities covering this subdivision, all expenses incurred by the governing authority shall be paid in full by the DEVELOPER.

3. Any and all unenclosed water courses lying partially or wholly within the bounds of this subdivision shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this subdivision, or of any adjoining property.

4. All storm water management structures necessitated by the infrastructure plans for this development that affect any watercourse lying partially or wholly within this subdivision are to be provided by the DEVELOPER.

5. It is understood and agreed that the ROBERTSON COUNTY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is ROBERTSON COUNTY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The ROBERTSON COUNTY is vested with the right of periodic inspections, stop work order and final approval as a measure of secondary or subsequent enforcement. The

DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision storm water improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing, plan and design review, the ROBERTSON COUNTY does not and shall not relieve or accept any liability from the DEVELOPER.

6. Where effective storm water quality or quantity management requires the design and construction of an on-site detention facility, the DEVELOPER shall execute a Storm Water Detention Maintenance Agreement as provided by the ROBERTSON COUNTY. The Storm Water Detention Maintenance Agreement shall be recorded by the DEVELOPER before the development plan is approved. Reference shall be made to the recorded Storm Water Detention Maintenance Agreement on the final plat and/or on the Grading and Drainage Plan for the development.

D. Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Plans to comply with the construction standards of the COUNTY and to the satisfaction and approval of the ROBERTSON COUNTY HIGHWAY DEPARTMENT by grading, draining, subgrade preparation, base preparation, curb and gutter, signage, striping, signalization, sidewalk installation, and paving with the required amount of material the full required width. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material, density testing and any other testing required by the ROBERTSON COUNTY HIGHWAY DEPARTMENT. The DEVELOPER further agrees to the following conditions and standards:

1. It is agreed and understood that all grading within the street right-of-way and public easements shall be completed before the utilities are installed.

2. It is further agreed and understood that construction routes will be designated within subdivisions and that the policy for acceptance of these streets will differ from streets not so classified.

3. The DEVELOPER further agrees to furnish and install asphalt base and a final asphalt surface course (wearing surface) in accordance with the Subdivision Regulations.

4. The DEVELOPER further agrees that prior to installation of the final asphalt surface course, and during the time when the asphalt base course is used as a travel surface all utility manholes, valve boxes and drainage inlets will be provided with asphalt collars so as to assure that the metal edges are not directly exposed to vehicle tires.

5. The DEVELOPER further agrees to make all necessary adjustments to manholes, valve boxes and drainage inlets to meet finished surface grade so that such items are in proper elevation relative to the grade of the final asphalt topping and no portion of such structures are left projecting above the final paving. It is further agreed and understood that the DEVELOPER will repair

subsurface or base material, as required, in areas recommended by COUNTY, prior to application of final surface. Further, it is agreed and understood that if it is not necessary to change the existing grade or disturb the pavement of an existing street or road, the DEVELOPER shall only be required to construct drainage, grade and gravel to match the existing pavement and construct sidewalks and curb and gutter as required. If the existing grade is changed, the DEVELOPER shall be required to grade, gravel and pave the full width of said street.

6. The final surface shall be placed at a time specified by the ROBERTSON COUNTY HIGHWAY DEPARTMENT. This determination shall be made based in large measure upon use of streets by construction traffic. The DEVELOPER may request to install final surface if building activity is seventy-five (75) percent complete or otherwise specifically approved by the ROBERTSON COUNTY PLANNING COMMISSION.

7. The DEVELOPER further agrees to install permanent street signposts and markers at all intersections in said subdivision. The plans and specifications for said street signpost and lettering may be obtained from the COUNTY. Location of street signs to be installed will be at the direction of the ROBERTSON COUNTY HIGHWAY DEPARTMENT. The Superintendent of ROBERTSON COUNTY HIGHWAY DEPARTMENT shall approve any variance from standard street sign type. Such signs shall have been installed prior to issuance of any permits for construction of buildings within the development.

E. Site Grading

1. The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved TENNESSEE DEPARTMENT ENVIRONMENT AND CONSERVATION Erosion Control Plan for the development and to comply with the Subdivision Regulations and other rules, regulations and ordinances of the ROBERTSON COUNTY.

2. The DEVELOPER, hereby, agrees to provide and place compacted fill in compliance with an approved geotechnical report for the Development. Said geotechnical report shall be submitted to the ROBERTSON COUNTY HIGHWAY DEPARTMENT AND PLANNING COMMISSION for review and approval and shall become a part of the infrastructure construction documents for the Development. Where footings will bear on compacted fill material, the approved geotechnical report shall include the following:

   a. Specifications for the preparation of the site prior to placing of compacted fill material.

   b. Specifications for material to be used as compacted fill.

   c. Test methods to be used to determine the maximum dry density and optimum moisture content of the material to be utilized as compacted fill.

d. Maximum allowable thickness of each lift of compacted fill material.

e. Number and frequency of field tests required to determine compliance with Item d.

f. Field test method for determining the in-place dry density of the bearing capacity of the compacted fill.

g. Minimum acceptable in-place dry density expressed as a percentage of the maximum dry density determined in accordance with Item c.

3. The DEVELOPER, hereby, agrees to retain the services of a geotechnical engineering firm to monitor the placing of compacted fill material in areas where footings will bear on compacted fill material and provide a written geotechnical report to the ROBERTSON COUNTY HIGHWAY DEPARTMENT upon completion of the placement of the compacted fill.

4. The DEVELOPER, hereby, agrees that the geotechnical information shall be submitted to the ROBERTSON COUNTY HIGHWAY DEPARTMENT prior to the DEVELOPER receiving any permit for construction of footings on compacted fill material.

VI. OFF-SITE IMPROVEMENTS (UTILITIES)

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the Project, not including any additions, improvements and upgrades. Unless specifically noted in the Plans and made a part of this agreement, the COUNTY shall not be required to reimburse the DEVELOPER for construction of off-site Improvements if additional customers should later use the off-site facilities financed by the DEVELOPER.

VII. INSPECTION AND COMPLIANCE

After construction begins, the COUNTY shall provide on-site construction inspection as the COUNTY deems necessary to insure that all work is performed and completed in accordance with the Plans and the ROBERTSON COUNTY'S specifications. In the event of a disagreement as to compliance with or interpretation of the Plans and the ROBERTSON COUNTY'S specifications, the decision of the COUNTY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Plans or to comply with the ROBERTSON COUNTY'S specifications, the ROBERTSON COUNTY may issue a stop-work order and DEVELOPER hereby agrees to be bound by such order.

VIII. TESTING

The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory cost incidental to construction of the streets, sidewalks, sewers, compacted fill material and other facilities included within this agreement. Such

testing includes, but is not limited to, material, density testing AND OTHER TESTING REQUIREMENTS OF THE ROBERTSON COUNTY HIGHWAY DEPARTMENT.

IX. SCRAP REMOVAL

The DEVELOPER agrees that he will haul all scrap building materials, debris, rubbish, and other degradable materials to an authorized landfill and not bury such materials within the limits of the subdivision.

X. ACCEPTANCE (ROADS AND UTILITIES)

At such time as the infrastructure has been constructed and installed, in accordance with the Plans and specifications, required testing has been accomplished and the test results found satisfactory, and all clean-up has been done to the satisfaction of an authorized representative of the ROBERTSON COUNTY the DEVELOPER may request acceptance of such infrastructure by the ROBERTSON COUNTY. Formal acceptance shall follow the procedure established in the Subdivision Regulations. Prior to acceptance of the project by the ROBERTSON COUNTY, the DEVELOPER shall deliver to the ROBERTSON COUNTY a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this agreement have been paid in full.

The DEVELOPER agrees he shall have no claim, direct or implied, in the title of ownership of the improvements specified in this agreement when the approved phases are completed and thereafter accepted by ROBERTSON COUNTY. ROBERTSON COUNTY, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the DEVELOPER will be responsible for construction failures and defects in the subdivision for a time period specified in the acceptance agreement. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

XI. WARRANTY

The DEVELOPER warrants that all installed facilities are free from defects in design, materials or workmanship for a period specified in the acceptance agreement. The period of said warranty shall begin on the date of written acceptance of the infrastructure by ROBERTSON COUNTY. Further, the DEVELOPER shall immediately repair, at its own costs, all defects of any type whatsoever which occur within the warranty period. ROBERTSON COUNTY shall have the right to make repairs or have others make the repairs at the expense of the DEVELOPER, if ROBERTSON COUNTY deems it necessary. The DEVELOPER shall pay for all work, labor, materials and all other expenses of the facilities in a timely manner and this shall include any amounts that exceed the letter-of-credit. If the DEVELOPER does not pay in a timely manner, the DEVELOPER hereby authorizes ROBERTSON COUNTY to call payable its letter-of-credit, without any formal or further action, and to make the payments that are due for the facilities whether the debts are secured by a valid lien.

The Developer further agrees to execute a maintenance surety (Surety Instrument) with good security to be approved by the ROBERTSON COUNTY in the amount of twenty (20) percent of the construction cost of the facilities being offered for dedication. Within a time period specified in the acceptance agreement an inspection will be made by the ROBERTSON COUNTY to determine and list any defects or failures of improvements within the subdivision. All failures or defects,

if any, shall be repaired within thirty (30) days following notice by ROBERTSON COUNTY to proceed. Following such repairs, the maintenance agreement and surety instrument may be cancelled by ROBERTSON COUNTY.

XII. EASEMENTS

The DEVELOPER shall obtain and dedicate to ROBERTSON COUNTY or cause to be dedicated to the ROBERTSON COUNTY, by dedication on the plat in a form acceptable to ROBERTSON COUNTY, permanent easements of such widths as required by the ROBERTSON COUNTY HIGHWAY DEPARTMENT and noted on the Plans. The DEVELOPER or the Owner further agrees that he will grant the necessary easement and rights-of-way across his properties without expense to ROBERTSON COUNTY and waive any claim for damages.

XIII. AS-BUILT DRAWINGS AND POST-COMPLETION ITEMS

The DEVELOPER agrees to furnish to ROBERTSON COUNTY as-built plans, on a reproducible, stable media of ROBERTSON COUNTY'S choice, of the sanitary sewer, storm water management, water mains and service system and streets within the subdivision before ROBERTSON COUNTY shall accept infrastructure within the subdivision. No surety instrument held by ROBERTSON COUNTY will be reduced below twenty (20) percent of the surety instrument amount until such as-built plans have been provided.

XIV. FEES

Review fees established by ROBERTSON COUNTY shall be paid prior to any review of the Plans. No construction or grading of any sort shall be begun prior to approval of such plans.

XV. INDEMNITY

The DEVELOPER shall indemnify and hold ROBERTSON COUNTY harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this agreement, including any attorney fees incurred by ROBERTSON COUNTY in connection therewith. Inspection of the Improvements by an authorized representative of ROBERTSON COUNTY shall not constitute a waiver by ROBERTSON COUNTY of any of the DEVELOPER'S obligations hereunder nor shall such inspection constitute acceptance of any defect in material or workmanship.

XVI. REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

XVII. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

XVIII. ATTORNEY'S FEES AND OTHER COSTS

The DEVELOPER shall pay all costs and expenses, including ROBERTSON COUNTY'S attorneys' fees, of any legal proceedings brought by ROBERTSON COUNTY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

XIX. ENTIRE AGREEMENT

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

XX. HEADINGS

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the Agreement and in no way shall define, limit, extend or describe the scope or intent of any provision hereof.

XXI. NOTICES

Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to ROBERTSON COUNTY PLANNING COMMISSION, Robertson County Office Building and addressed to the DEVELOPER at the address set forth on the Addendum, or such other address as either party may hereafter give the other.

XXII. TRAFFIC CONTROL

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to ROBERTSON COUNTY for review and approval. All traffic control and safety devices, including signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

XXIII. TEMPORARY FACILITIES

The DEVELOPER shall provide all temporary facilities, including but not limited to utilities and roadways, that are determined by ROBERTSON COUNTY to be required in connection with and/or as a result of interruption of service or access that occurs in connection with construction activity covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.