

## ORDINANCE 26-03

### AN ORDINANCE AMENDING THE ADOPTED FISCAL YEAR 2026 BUDGET FOR THE TOWN OF OAKLAND, TENNESSEE GENERAL AND DRUG FUNDS (Amendment #1)

**WHEREAS**, Town Ordinance 25-05 adopts the Fiscal Year 2025-26 Annual Budget, All Funds; and

**WHEREAS**, it is now necessary to re-allocate and re-authorize certain expenditures, including capital expenditures, for the Fiscal Year 2026 Annual Budget; and

**WHEREAS**, it is now deemed in the public interest to amend the adopted Fiscal Year 2026 Budget to reflect the various changes to revenue and expenditures.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:**

**Section 1.** That the Fiscal Year 2026 General Fund Budgeted Revenue be increased by \$288,518.12 (two hundred eighty-eight thousand, five hundred eighteen dollars and twelve cents) and the same is hereby amended:

**Exhibit "A"**

**Section 2.** That the Fiscal Year 2026 General Fund Budgeted Expense be increased by \$674,899.75 (six hundred seventy-four thousand, eight hundred ninety-nine dollars and seventy-five cents) and the same is hereby amended:

**Exhibit "B"**

**Section 3.** That (the Special Fund) Drug Fund Budgeted Revenue be increased by \$25,660. (twenty-five thousand, six-hundred and sixty dollars) and the same is hereby amended:

**Exhibit "C"**

**Section 4.** That (the Special Fund) Drug Fund Budgeted Expense be increased by \$23,500 (twenty-three thousand and five hundred dollars) and the same is hereby amended:

**Exhibit "D"**

**Section 5.** That this Ordinance shall take effect from and after its passage on second and final reading.

First Reading: April 16, 2026

**Public Hearing: Not required on Budget "AMENDMENTS"**

Second Reading:

Attest:

\_\_\_\_\_  
Adrian Wiggins, Mayor

\_\_\_\_\_  
K. Yvonne Bullard, Town Recorder

EXHIBIT "A"

GENERAL FUND – 110 REVENUE

Department	Fund	Code	Revenue Description	FY 2026 Original Budget	FY 2026 Change In Budget	FY 2026 Amended Budget
Admin Taxes	General -110	31110	Real And Personal Property Tax	3,067,152	0	3,067,152
	General -110	31200	Property Taxes (Prior Years)	30,000	(4,118)	25,882
	General -110	31300	Int, Penalty, And Court Cost On Prop	9,000	(2,279)	6,721
	General -110	31510	Ad Valorem	31,000	9,436	40,436
	General -110	31610	Local Sales Tax - Co. Trustee	2,800,000	102,643	2,902,643
	General -110	31710	Wholesale Beer Tax	250,000	(42,208)	207,792
	General -110	31720	Wholesale Liquor Tax	115,000	(21,174)	93,826
	General -110	31910	Franchise Taxes	39,000	(20,763)	18,237
Admin Licenses & Permits	General -110	31911	Natural Gas Franchise Tax - Somerville	57,000	(2,177)	54,823
	General -110	32200	Alcoholic Beverage Licenses	500	(125)	375
	General -110	32300	Beer Privilege Tax	9,500	5,275	14,775
	General -110	32610	Building Permits	200,000	(9,608)	190,392
	General -110	32612	Inspection/Reinspection Fees	80,000	(5,638)	74,363
	General -110	32613	Permit Processing Fee	4,000	5,548	9,548
	General -110	32614	Subdivision Dev Inspection Fees	20,000	5,500	25,500
	General -110	32616	Subdivision Dev Park Fee	10,000	10,625	20,625
	General -110	32630	Plumbing Permits	40,000	7,928	47,928
	General -110	32650	Excavating Permits	8,000	(1,303)	6,698
	General -110	32660	Zoning/P lanning Permits	30,000	29,418	59,418
	General -110	32670	Fence Permits	3,000	4,463	7,463
	General -110	32680	Mechanical Permits	40,000	26,881	66,881
	General -110	32910	Sign Permits	1,000	(1,000)	0
	General -110	32920	Solicitation Permits	3,500	(2,938)	563
	Admin Charges for Services	General -110	32960	Fireworks Permits	7,500	(7,500)
General -110		32992	Business Permits	250	(250)	0
General -110		34131	Administrative Services	36,000	0	36,000
General -110		34141	Duplication & Printing	50	121	171
General -110		34220	Special Fire Protection/Fire	50,000	70,000	120,000
General -110		34740	Park & Recreation Sr. Activity Fees	1,000	(1,000)	0
Admin Intergovernmental	General -110	34746	Parks & Recreation Athletics	7,500	700	8,200
	General -110	34751	Town Facility - Rental Fees	10,000	(8,820)	1,180
	General -110	33195	Grant Proceeds - GHSO	3,000	22,651	25,651
	General -110	33320	TVA-In Lieu of Taxes	110,000	(10,000)	100,000
	General -110	33490	Other State Grants	0	30,118	30,118
	General -110	33491	TDEC Recreation Grant 50% Match	2,500,000	0	2,500,000
	General -110	33510	State Sales Tax	1,130,000	46,249	1,176,249
	General -110	33512	State Local Option -Park Project	1,200,000	87,805	1,287,805
	General -110	33530	State Beer Tax	4,500	(1,587)	2,913
	General -110	33540	State Alcohol Tax	18,000	(320)	17,680
	General -110	33552	State-City Street &Trans. Petro	16,000	247	16,247
	General -110	33558	State EV Fees Transp. Modernization	2,000	2,982	4,982
	General -110	33593	Corporate Excise Tax	14,500	0	14,500
	General -110	33594	State Telecommunications Tax	700	(51)	649
Admin Other Revenue	General -110	33595	State Sports Betting Revenue	15,000	5,000	20,000
	General -110	33700	Contracts- Local Govts - FCt Fire Calls	36,000	0	36,000
	General -110	33710	Fayette County Fire Calls	40,000	0	40,000
	General -110	36140	Interest Income - Checking	300,000	(105,227)	194,773
	General -110	36152	Interest FCB Park Project	35,000	64,469	99,469
	General -110	36155	Interest Income - Payroll	1,000	300	1,300
	General -110	36350	Insurance Recoveries	8,000	(7,200)	800
Police Revenue	General -110	36990	Miscellaneous Refund	1,000	6,482	7,482
	General -110	33196	Grant Proceeds - PEP Cybersecurity	1,000	6,200	7,200
	General -110	35110	City Court Fines And Costs	650,000	2,964	652,964
	General -110	35113	E-Citations Revenue - Police	1,000	(1,000)	0
	General -110	35160	Court Fines And Costs - Higher Court	1,500	(1,500)	0
	General -110	35162	Circuit Court Fees	1,000	(1,000)	0
	General -110	35163	General Sessions Court Fees	5,000	(5,000)	0
	General -110	35165	FC Juvenile Court	200	(200)	0
	General -110	35190	State of TN - Police Revenue	500	(500)	0
General -110	36000	Other Revenue - Suspended License	1,000.00	(1,000)	0	
<b>Total Original Budget</b>				<b>13,055,852</b>		
<b>Total REV Change in Budget</b>					<b>288,518</b>	
<b>Total Amended Budget</b>						<b>13,344,370</b>

**EXHIBIT "B"**

**GENERAL FUND – 110 EXPENSE**

Department	Fund	Code	Expense Description	FY 2026	FY 2026	FY 2026
				Original	Change In	Amended
				Budget	Budget	Budget
Admin	General -110 - 41000	245	Telephone & Other Communications	23,000	2,876	25,876
	General -110 - 41000	253	Accounting and Auditing	64,000	55,498	119,498
	General -110 - 41000	266	Repair and Maintenance - Buildings	25,000	10,000	35,000
	General -110 - 41000	254	Architectural/Engineering - Town Hall	64,000	50,000	114,000
	General -110 - 41000	259	Other Professional Svcs - Salary Study	1,000	24,350	25,350
Industrial Dev. Board	General -110 - 47220	252	Legal Fees	0	10,000	10,000
Police	General -110 42100	245	Telephone & Other Communications	21,500	3,241	24,741
	General -110 42100	326	Uniforms	20,000	11,000	31,000
	General -110 42100	511	General Liability	142,000	7,065	149,065
Fire	General -110 42200	200	Contracted Services	20,000	10,000	30,000
	General -110 42200	245	Telephone & Other Communications	14,000	2,373	16,373
	General -110 42200	511	General Liability	23,725	8,882	32,607
Planning	General -110 41700	530	Office Rent	10,200	2,850	13,050
Building Codes	General -110 41900	200	Contracted Services	10,000	7,737	17,737
	General -110 41900	530	Office Rent	10,200	2,850	13,050
Public Works	General -110 43000	511	General Liability	11,567	1,964	13,531
Parks & Rec	General -110 44400	261	Repair & Maintenance - Vehicles	500	1,800	2,300
	General -110 44400	290	Other Contractual Services	0	2,685	2,685
	General -110 44400	900	Park Capital Project	4,207,574	459,730	4,667,304
<b>Total Original Budget</b>				<b>4,668,266</b>		
<b>Total Exp Change in Budget</b>					<b>674,900</b>	
<b>Total Amended Budget</b>						<b>5,343,166</b>

**EXHIBIT "C"**

**SPECIAL FUND - DRUG FUND – 127 REVENUE**

Department	Fund	Code	Revenue Description	FY 2026	FY 2026	FY 2026
				Original	Change In	Amended
				Budget	Budget	Budget
Drug Fund	Drug - 127	35140	Drug Related Fines	140	15,360	15,500
	Drug - 127	35142	General Sessions - Drug Fines	0	5,000	5,000
	Drug - 127	36140	Interest Income Checking	0	5,300	5,300
<b>Building Codes</b>				<b>140</b>	<b>25,660</b>	<b>25,800</b>
<b>Total Original Budget</b>				<b>140</b>		
<b>Total REV Change in Budget</b>					<b>25,660</b>	
<b>Total Amended Budget</b>						<b>25,800</b>

**EXHIBIT "D"**

**SPECIAL FUND - DRUG FUND – 127 EXPENSE**

Department	Fund	Code	Expense Description	FY 2026	FY 2026	FY 2026
				Original	Change In	Amended
				Budget	Budget	Budget
Drug Fund	Drug - 127-42129	922	Operational -Drug K-9	0	16,000	16,000
	Drug - 127-42129	312	Small Items of Equipment	0	7,500	7,500
<b>SPECIAL FUND - Drug Fund</b>				<b>0</b>	<b>23,500</b>	<b>23,500</b>
<b>Total Original Budget</b>				<b>0</b>		
<b>Total Exp Change in Budget</b>					<b>23,500</b>	
<b>Total Amended Budget</b>						<b>23,500</b>

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**RESOLUTION 26-21**

**RESOLUTION APPROVING “DEVELOPMENT AGREEMENT/SUBDIVISION CONTRACT” WITH HIDDEN SPRINGS INVESTMENTS, LLC AND HIDDEN SPRINGS DEVELOPMENT S-CORP, INC. FOR THE FOUNTAINS OF HIDDENS SPRINGS PLANNED DEVELOPMENT, SECTION A**

**WHEREAS**, The Town of Oakland Municipal Planning Commission conditionally approved on July, 2016, with required comments, a Developer’s Master Plan for The Fountains of Hidden Springs Planned Development, Section A; and

**WHEREAS**, The Town of Oakland Municipal Planning Commission approved on December 2, 2025 a Construction Plat(s) for The Fountains of Hidden Springs Development, Section A; and

**WHEREAS**, In accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, the Town of Oakland Planning Commission established certain conditions for approval of the Developer’s Master Plan at its July 2016 meeting and for approval of the Subdivision’s Construction Plat(s) at its December 2, 2025 meeting, and in accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, has further set forth conditions for approval of the Development Agreement by the Town Board of Mayor and Aldermen; and,

**WHEREAS**, the Developer intends to construct said subdivision; and,

**WHEREAS**, the Town and Developer desire to specify the division of responsibilities, maintenance, and costs associated with said subdivision; and,

**WHEREAS**, the Developer will bear all the cost of the work associated with said subdivision.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the Town of Oakland, Tennessee as follows:

**That the Mayor be authorized to execute a “DEVELOPMENT AGREEMENT/SUBDIVISION CONTRACT” with Hidden Springs Investments, LLC and Hidden Springs Development S-CORP, INC. for The Fountains of Hidden Springs Planned Development, Section A, said Development Contract having been reviewed and approved by the Town’s Engineer and Attorney.**

A motion was made by \_\_\_ that Resolution 26-21 be \_\_\_. Alderman \_\_\_ seconded the motion. \_\_\_ in favor, \_\_\_ opposed. Resolution 26-21 \_\_\_\_\_.

The Mayor declared the Resolution duly adopted and effective from and after this \_\_\_ day, \_\_\_ 2026.

Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this \_\_\_<sup>th</sup> day of \_\_\_, 2026.

\_\_\_\_\_  
Adrian Wiggins, Mayor

ATTEST:

\_\_\_\_\_  
K. Yvonne Bullard, Town Recorder

SUBDIVISION DEVELOPMENT CONTRACT  
THE FOUNTAINS OF HIDDEN SPRINGS PLANNED DEVELOPMENT  
SECTION A  
OAKLAND, TENNESSEE

This agreement (“Contract”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Contract Date”) among the Town of Oakland, Fayette County, Tennessee, a municipal corporation (“Town”); and Hidden Springs Investments, LLC (“Owner”) and Hidden Springs Development S-Corp, Inc. (Developer) (collectively “Parties”).

W I T N E S S E T H:

WHEREAS, Developer seeks to develop property located in Fayette County, Tennessee<sup>1</sup> zoned R-2/PDM containing 20.79 acres, and otherwise identified by the Tax Assessor of Fayette County, Tennessee as a portion of Tax Map 107, Parcel No. 029.00 in Fayette County, Tennessee (“Property”); and

WHEREAS, the Property comprises 69 lots; and

WHEREAS, in July, 2016, Planning Commission conditionally approved, with required comments, Developer’s Master Plan for subdivision; and

WHEREAS, on December 2, 2025, Town’s Planning Commission conditionally approved, with required comments, Developer’s proposed Construction Plat for 69 lots and called The Fountains of Hidden Springs Planned Development, Section A (“Subdivision”); and

WHEREAS, one condition for approval of the Preliminary Plan and the Construction Plat is the approval of the Contract by Town’s Board of Mayor and Aldermen (“Board”); and

WHEREAS, Town and Developer desire to specify, through the Contract, the cost, responsibilities and other conditions for Developer’s development of the Subdivision, none of which are to be construed as a variance from, or modification to, the Preliminary Plan, the Construction Plat, Town’s Subdivision Regulations or any other authority governing residential subdivision development in Town; and

WHEREAS, Town is willing to execute the Contract, provide services to the Subdivision in accordance with Town’s standard policies and applicable rates, take title to the Subdivision’s improvements and approve the Subdivision, subject to Developer’s specific compliance with existing laws, ordinances, regulations and the conditions set forth herein.

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<sup>1</sup> If Developer is not the property owner but enters into the Contract to develop the property with the owner’s permission, then the owner shall join herein and is jointly and severally obligated with Developer to perform the Contract.

NOW THEREFORE, in consideration of the premises and the mutual covenants, undertakings of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

## **1. General Provisions**

- 1.1. Public and Private Improvements. Developer shall, at its expense, construct and install all public and private improvements located in, or required for, the Subdivision as referenced in the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan including, but not limited to, all streets, sewer systems, water systems, drainage, storm drains, catch basins, gas and electrical systems, open space improvements and easements or rights of way for same (“Public and Private Improvements”).
- 1.2. Commencement and Completion of Construction. Developer shall commence construction of the Public and Private Improvements within one year of the Contract Date and shall complete construction no later than two years from the Contract Date. Town may treat failure to timely commence construction as a voiding of the Contract and may treat failure to timely complete construction as a breach of the Contract. Developer may request a deadline extension either for commencement or completion of construction provided same is in writing, specifies the reason the deadline cannot be met and is received by Town no less than thirty (30) days before the deadline expires. The Board, at a regularly scheduled meeting, must approve any request for a deadline extension. Developer shall be provided written notice of the Board’s decision approving, rejecting or approving with conditions any request for a deadline extension. Developer shall pay any fees, including attorney’s fees, incurred by Town in connection with such request for deadline extension.
- 1.3. Compliance with Codes. Developer shall construct the Public and Private Improvements in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and the requirements of: a) Town’s Municipal Subdivision Regulations; b) Town’s Technical Specifications; c) the Standard Codes as adopted by Town in Oakland Municipal Code §§ 12-101, et. seq.; d) the Model Energy Code as adopted by Town in Oakland Municipal Code §§ 12-601, et. seq.; e) the Fire Code as adopted by Town in Oakland Municipal Code § 7-301, et. seq.; and, f) all other applicable Town ordinances (collectively “Codes”), all of which are made a part of the Contract by reference. References herein to the Codes are to those in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.
- 1.4. Compliance with Standards. Developer shall construct the Public and Private Improvements in accordance with the following, which are made a part of the

Contract by reference, to the extent that same exceed the requirements of the Codes and/or specifications of the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan: a) the standards of the American Society for Testing Materials; b) the requirements of the Office of Safety and Health Administration; c) the requirements of the federal Americans with Disabilities Act; d) Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and, e) the Standards of the American National Standards Institute, as all are in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.

- 1.5. Inspection/Approval By Town's Engineer. Town, through its Engineer, has the right to review, require changes to and approve, the Preliminary Plan, the Construction Plat and Grading and Drainage Plan, including the Subdivision's proposed public water and fire protection systems. Town, through its Engineer, also has the right to periodically inspect, approve and issue stop work orders regarding, all construction work in the Subdivision. Developer shall pay engineering and inspection costs, including laboratory testing for material, soil density and moisture content, whether incurred by Town or third-parties at Town's request. These fees shall be paid in whole or in part from any inspection fees deposited by Developer with the Town as required by Paragraph 1.6.
- 1.6. Developer's Fees. Developer shall pay to Town, prior to the Town's execution of the Contract, the following non-refundable fees: (a) water plant expansion fee (n/a); (b) Preliminary Plan, Construction Plat, and Grading and Drainage Plan review fees (n/a); (c) inspection fee of \$21,200.00 (\$500.00 flat fee plus \$300.00 per lot) or 3% of development cost whichever is greater; (d) sewer plant expansion fee (n/a); (e) payment in lieu of park dedication fee (\$250.00 per proposed lot); (f) sampling for disinfection process of a new water main fee of \$25.00 to \$75.00; and (g) such other fees as Town may require.
- 1.7. Transfer of Property by Developer. Developer shall not transfer the Property, any portion of the Subdivision, the Contract or any obligation under the Contract, to any third party until Conditional Approval has been granted by Town pursuant to the provisions of paragraph 3 below.
- 1.8. Submittals to Town. Developer shall provide to Town, prior to Town's execution of the Contract:
  - a. Grading and Drainage Plan for the Subdivision reflecting a drainage system for the Subdivision designed with sufficient hydraulic capacity to control all surface and ground water originating within, and upstream from, the

Subdivision such that the amount and rate of water from all sources leaving the Subdivision, after full building development, shall not be significantly different after the Subdivision is completed than before the Subdivision was commenced. Attached to said Plan shall be a formal, written opinion of a certified and licensed professional engineer, duly bonded, certifying, as a professional engineer, that he/she has reviewed the entire watershed within which the Subdivision is located and that, upon full building development, at the greatest allowable use density, under existing zoning of all land within the watershed, full building development of the Subdivision will not increase, alter or affect the flow of surface water, nor contribute to same, so as to damage, flood or adversely affect any property;

- b. written estimate of the cost and quantity of the Public and Private Improvements;
  - c. an irrevocable letter of credit or bond benefitting Town, satisfactory to Town, in the amount of \$162,200 (“Security”). It is understood and agreed that the Security is provided to ensure performance of all of Developer’s obligations under the Contract to Town’s satisfaction. A warranty period related to said obligations shall extend a minimum of one (1) year after the recording of the final plat, except as noted in the following paragraph.
  - d. The irrevocable letter of credit shall be automatically renewed as needed in order to provide continuing security for the street portion of the project including any extended warranty period as set forth in Paragraph 4.7 herein below.
  - e. to the extent Developer is required to so install, as reflected in the Preliminary Plan and/or Construction Plat, an Irrevocable Letter of Credit (“ILC”), payable to Town, in an amount equal to 125% of the cost of the final, one-and-one-half-inch (1.5") asphalt surface, including valve box and manhole adjustments, regarding streets located in, or required for, the Subdivision, which said cost shall be determined by Town (the extra 25% shall cover inflation, advertising for bids, award of contract, inspection, and core sampling). The exception to the above is that if it is determined that the two-inch (2”) base course is more than one-and-one-half-inch (1.5") below top of the curb, the amount of the ILC will be adjusted upward to cover the cost of installing more than one-and-one-half-inch (1.5"). Town reserves the right to require Developer to deliver the ILC prior to Town’s execution of the Contract as a “submittal” pursuant to Paragraph 1.8. Any excess in funds, shall be refunded to the Developer.
- 1.9. Insurance. Developer shall purchase, maintain and, prior to Town’s execution of this Contract, provide to Town a certificate showing, comprehensive general liability and other insurance that shall insure against claims arising out of Developer’s performance of the Contract, whether such

claims arise out of the actions of Developer and/or any subcontractor of Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

- a. worker's compensation claims; provided, however if Developer has no employees eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform under the Contract to furnish evidence of such insurance for the employees of same;
- b. claims for personal injury, occupational illness or death of Developer's employees or agents, if any;
- c. claims for personal injury, illness or death of any person other than Developer's employees or agents;
- d. claims for injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- e. claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and
- f. claims by third-parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under the Contract.

Insurance coverage shall include the coverage specified above with policy limits of not less than \$1,000,000.00 combined single limit general liability and \$500,000.00 combined single limit automobile liability per occurrence. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to Developer's obligations under the Contract. Each insurance policy shall contain a provision stating that the insurer shall give Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision. In addition, Developer shall maintain completed operations insurance for one (1) year after Board passes its resolution of Final Acceptance. Developer shall furnish Town with evidence of the continuation of all such insurance at the time the Board passes its resolution of Final Acceptance.

1.10. Cleanliness. At all times while performing the Contract, Developer shall:

- a. maintain barricades, fences, guards and flag men as reasonably necessary to ensure the safety of all persons at or near the Subdivision;
- b. maintain the Subdivision and surrounding areas in a manner that prevents construction material including, but not limited to, debris, mud, silt, dirt and/or gravel from leaving the Subdivision; and,
- c. provide erosion control including, but not limited to, fertilizing, mulching, seeding and/or sprigging and/or sodding for excavated and/or embankment areas in and around the Subdivision as required by Town's Subdivision Regulations and/or Town, through its Engineer. This shall also include a requirement for sod to be placed and maintained between the curb and the boundary of the street right-of-way. The Town additionally reserves the right to require alternative erosion control measures which are deemed equivalent to those specified herein.

Should construction material leave the Subdivision and/or enter into an existing street or should erosion occur, then Developer shall take immediate steps to remove said material and/or remedy the erosion. If Developer does not remove said material or remedy the erosion within 24 hours after notification by Town, Town may have removed said material and/or have remedied said erosion and may recover all costs associated therewith by demand on the Security.

- 1.11 Communication. Developer shall keep Town, through its Engineer, informed of construction activity. A 24 hour notice of commencement of construction is required. If construction ceases for reasons other than inclement weather, reasons for said cessation shall be provided in writing to the Town within 24-hours thereof. A 24-hour notice shall be additionally required each time construction thereafter resumes.

## **2. Required Improvements**

### **2.1. Streets.**

- a. Developer shall construct, at its sole expense, all streets, public and private, located in, or required for, the Subdivision in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer. Developer's obligation to construct streets includes, but is not limited to, construction of handicap ramps, curb cuts, curbs, gutters, driveway aprons and sidewalks.
- b. All streets shall be constructed so that the normal cross section thickness and composition of the base and pavement is in accordance with the Subdivision Regulations.

- c. Developer may use alternative base, pavement and subgrade cross sections and composition on any streets upon receiving written permission from Town, through its Engineer. Town's approval shall be based on the tests, analysis and recommendation of an independent, local soils testing laboratory utilizing standard pavement design procedures. The laboratory selected by Developer must be acceptable to Town. Developer shall be responsible for the employment and payment of such laboratory if Developer chooses to utilize an alternative pavement design.
- d. It is agreed and understood that if it is not necessary to change the existing grade and/or alignment or disturb the pavement of an existing street, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and to construct sidewalks, curbs and gutters as required. If the existing grade and/or alignment is changed, Developer shall be required to grade, prepare sub-base, base and pave the full width of said street.
- e. Developer shall complete all grading within the street right-of-way before public utilities are installed.
- f. Utility easements shall not be located in the street right-of-way, shall run adjacent to, and parallel with, each side of the street right-of-way and shall be no less than 15 feet wide.
- g. Utility, drainage and related easements may be located and utilized within private streets provided same are noted on the Preliminary Plan, the Construction Plat, Grading and Drainage Plan and Final Plat.
- h. Developer shall install, at its sole expense, permanent street name signs and traffic control signs and shall locate same in accordance with the plan prepared by Town's Police Department. All signs shall be fabricated in accordance with the following standards and specifications:

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape background with 3/4" white band around complete sign with 10" letters. Sign post shall be set in ground a minimum 48" buried, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Sign post shall be set in ground a minimum 48" buried so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Sign post shall be set in ground a minimum of 48" buried so there is 6' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

STREET NAME SIGNS: 6" aluminum plates covered completely with green reflective tape with 4" letters. All coves and dead end streets should have yellow ends with 1" black letters saying "dead end." Street name signs shall be set in ground a minimum 36" buried so there is 9' from bottom of sign to top of asphalt.

TRAFFIC POSTS: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

**NOTE:** When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off, and they are not to extend above the top of the sign.

- i. Town may withhold approval of a sign company selected by Developer to fabricate signs under paragraph 2.1(h) in which event Developer shall select a fabricator acceptable to Town.
- j. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- k. For purposes of requesting Conditional Approval, as defined below, streets are deemed completed upon construction and installation of the entire cross-section shown on the plans of all but the final surface course.

## 2.2. Sewer Systems.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, a Tennessee Department of Environment and Conservation-approved sewer system complete with necessary pumping stations, force mains, sanitary trunk lines, lift stations, sewer mains, manholes and appurtenances, including sewer laterals to the front of each lot within the Subdivision, to be located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage

Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.

- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer agrees and acknowledges Town shall assess sewer maintenance and connection privilege charges against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- d. If any portion of the Subdivision is adjacent to both sides of an existing sewer main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing sewer main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.3. Water.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or Construction Plat, Developer shall construct, at its sole expense, all water mains, service lines, hydrants, valves, meters, service pipes and appurtenances from main to meter center, located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Developer shall construct the saddle, corporation stop, service line, curb stop, yoke, and meter box to a point one-foot from the property line of each individual lot in the Subdivision at the back of curb. Developer shall furnish the meter, which is Master Meter brand ((B12-A21-A01-0101A-1), 5/8" x 3/4" Lead Free, CI Bottom, USG 3G), which shall be stored with Town. Town shall install the meter after the connection fee required by paragraph 2.3(d) is paid, which said fee shall include the cost of installation.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- d. Developer acknowledges and agrees that Town shall assess a water connection privilege charge against the Subdivision, and each individual lot

therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.

- e. If any portion of the Subdivision is adjacent to both sides of an existing water main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing water main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

#### 2.4. Drainage.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, all drainage and related facilities including, but not limited to, storm water drainage channels, ditches, retention and storage basins, bank protection and fencing adjacent to open ditches, to be located in, or required for, the Subdivision ("Drainage System"), in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Developer shall construct the Drainage System with gasket reinforced concrete pipe.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- d. If Subdivision development may alter or revise the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Regional Office, then Developer shall provide Town, prior to commencement of any work under the Contract, a Permit issued by the relevant local, state and/or federal jurisdiction for development in Special Flood Hazard Areas as defined by the most current FEMA Federal Insurance Rate Map and/or amendments thereto.
- e. DEVELOPER shall properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.
- f. That for all development within the Subdivision, all storm water drainage shall be collected on site and conveyed by drainage structure to the public storm sewer system and shall have all drainage structures designed by the

slow release method. The design calculations for such structures shall be submitted to the TOWN ENGINEER for approval prior to construction.

2.5. Gas and Electric Service.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, all structures for delivery of electric and natural gas service to be located in, or required for, the Subdivision and each lot therein, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer shall enter into a contract with Chickasaw Electric Cooperative Division for electric power service to the Subdivision and each lot therein and shall deliver a copy of same to Town prior to commencement of any work under the Contract.

**3. Conditional Approval**

- 3.1. Documentation of Completed Public and Private Improvements. Upon Developer's completion of the construction and installation of the Public and Private Improvements ("Completed Public and Private Improvements"), Developer shall notify Town, in writing, that it seeks conditional approval of the Subdivision ("Conditional Approval"). Developer shall include with its notice the following, the form and content of which must be satisfactory to Town:
  - a. an Owner's Affidavit and Indemnity Agreement and Contractor's Affidavit and Indemnity Agreement;
  - b. a release of all liens and all rights to claim liens from all subcontractors and material suppliers identified in the Affidavit;
  - c. an as-built plan showing the Completed Public and Private Improvements;
  - d. a written report of the as-built construction cost of the Completed Public and Private Improvements;
  - e. proof that all necessary easements within the Subdivision have been obtained and conveyed to Town, said easements to be in a form, size, content and character acceptable to Town; and

- f. a proposed Final Plat.
- 3.2. Inspection of Completed Public and Private Improvements. If Town is satisfied with the submitted documents, then it shall inspect the Completed Public and Private Improvements, pursuant to paragraph 1.5.
- 3.3. Additional Work Required. If, based on the inspection, Town is dissatisfied with any construction work, then it shall notify Developer, in writing, and detail the additional construction work Town requires.
- 3.4. Performance of Additional Work. Developer shall promptly perform the additional work to Town's satisfaction and, upon completion, shall notify Town in writing which said notice shall include, to the extent necessary, a revision of the documents submitted pursuant to paragraph 3.1.
- 3.5. Town's Performance of Additional Work. If Developer fails to promptly perform the additional work to Town's satisfaction, then Town may have the additional work performed and may recover all costs associated therewith by demand on the Security.
- 3.6. Approval. Upon Town being satisfied with the Completed Public and Private Improvements, it shall notify Developer, in writing, that Conditional Approval is granted. Developer then may have recorded a Final Plat properly approved by Town's Planning Commission, and shall, upon recording, deliver to Town, through its Engineer, a fully executed Final Plat with the Register's Seal.

#### **4. Warranty Period**

- 4.1. Duration. A warranty period commences on recording of the Final Plat and extends twelve (12) months, unless extended as provided below ("Warranty Period").
- 4.2. Developer's Responsibilities. During the Warranty Period, Developer shall, at its sole expense, promptly repair and maintain the Completed Public and Private Improvements. Developer's repair and maintenance obligation includes, but is not limited to, damage to, construction failures regarding and any defect in materials, workmanship, or otherwise, relating to, the Completed Public and Private Improvements (all the foregoing being collectively, the "Defect").
- 4.3. Tolling of Warranty Period. Town shall give Developer written notice of any observed Defect and, upon forwarding said notice, the running of the Warranty Period for the improvement with the Defect shall be stayed.
- 4.4. Extended Warranty Period. Developer shall promptly repair and/or maintain the Defect and, upon certification by Town, through its Engineer, that the

repair and/or maintenance is acceptable, a new Warranty Period for the improvement with the Defect shall commence.

- 4.5. Town's Correction of Defect. If Developer fails to promptly repair and/or maintain the Defect to Town's satisfaction, then Town may have the repair and/or maintenance work performed and may recover all costs associated therewith by demand on the Security.
- 4.6. Emergency Repairs and Maintenance. If Town, through its Engineer, deems the Defect to be of an emergency nature, then Town need not give Developer the written notice referenced in paragraph 4.3, but may immediately have repair and maintenance work performed and may recover all costs associated therewith by demand on the Security. The Warranty Period stay and commencement provisions of paragraphs 4.3 and 4.4 above otherwise apply equally to work performed pursuant to this paragraph.
- 4.7. Extended Warranty for Streets. Town reserves the right to unilaterally extend the expiration of the Warranty Period for the streets for a period not to exceed two (2) years from the date of the recording of the Final Plat. The letter of credit required pursuant to Paragraph 1.8(c) and (d) shall continue to serve as the Security for any extended Warranty Period which shall be a one (1) year renewable instrument automatically renewed for one (1) year from the anniversary date of the recording of the Final Plat – a total effective period of two (2) years. This extended warranty does not apply to the final one-and-one-half-inch (1.5") surface course. The Developer shall furnish and install base asphalt and a final wearing surface asphalt course on all streets, public and private, in accordance with the Town Regulations and the Final Project Documents. The base asphalt per the construction drawing on both public and private streets must be installed prior to the recording of the final plat. The final wearing surface on both public and private streets shall be installed no earlier than when eighty (80) percent of the houses are constructed but no later than twenty-four (24) months after installation of the base asphalt course, provided however, if the 24-month period ends between November and February, the Developer may be granted six (6) additional months from the end of the 24-month period to install the final surface asphalt. In such event, Developer shall provide proof to the Town that the Irrevocable Letter of Credit referenced herein above remains effective in favor of the Town during this additional extended period. The Developer shall make all necessary adjustments to manholes, valve boxes, and other appurtenances as required to meet finished surface grade and to repair any areas designated by the Town, as required prior to the installation of the final surface asphalt. The Developer agrees to install permanent street signposts and markers at all street intersections in the Project and to install traffic control devices, signage and striping relative to the Project. All traffic control devices, signage and striping shall be installed as per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Town Engineer.

- 4.8. Construction Traffic – All construction traffic shall use State Route 194. Use of the streets in neighboring Fields of Hidden Springs is prohibited.

## 5. Final Acceptance

- 5.1. Notice from Developer Requesting Final Acceptance. Thirty (30) days prior to expiration of the Warranty Period, Developer shall give notice thereof to Town, in writing, requesting Final Acceptance of the Subdivision (“Final Acceptance”). Upon receiving said notice, Town shall promptly conduct a final inspection pursuant to paragraph 1.5. If Town, through its Engineer, discovers a Defect, then it shall notify Developer in writing and the provisions of paragraph 4 shall apply.
- 5.2. Determination of Final Acceptance by Board. If, based on the final inspection, Town, through its Engineer, is satisfied with the Subdivision’s condition, then Final Acceptance of the Subdivision shall be determined by Town at its next regular meeting of Board (“Regular Meeting”).
- 5.3. Extension of Warranty Period by Board. The Board, at the Regular Meeting, shall determine whether the Warranty Period has been extended, pursuant to paragraph 4.4, and whether the Warranty Period for the streets shall be extended, pursuant to paragraph 4.7.
- 5.4. Expiration of Warranty Periods. The Board need not determine Final Acceptance until all Warranty Periods for the Completed Public and Private Improvements have expired. The Board however may determine Final Acceptance if the Warranty Periods for all Completed Public and Private Improvements, except the streets, have expired.
- 5.5. Town’s Responsibility for Completed Public and Private Improvements. The Board, at the Regular Meeting, may, by resolution, declare Final Acceptance of the Subdivision or Final Acceptance of the Subdivision, except the streets.
- a. If Final Acceptance is declared, then the full Subdivision shall be deemed accepted, Town shall take full title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements and the remaining Security may be released.
  - b. If Final Acceptance, except the streets, is declared, then Town shall take title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements, except the streets, and the Security may be reduced to the cost as estimated by Town of uncompleted construction requirements for, plus a reasonable sum to cover Developer’s Warranty obligations regarding, the streets.

- c. Upon expiration of the Warranty Period for the streets, the Board shall, by resolution at its next regular meeting, declare Final Acceptance of the full Subdivision, take title to, and assume maintenance of, all, or enumerated, streets and release the remaining Security provided however, release of the remaining Security (letter of credit) shall require a written request from the Developer to the Town Recorder of not less than sixty (60) days.

## **6. Miscellaneous Provisions**

- 6.1. Developer's Indemnity. Developer shall indemnify and, by the Contract, does indemnify and hold Town harmless against all claims, actions, causes of action, loss, cost, expense and attorney's fees, direct or indirect, known or unknown, accrued or unaccrued, that may arise out of, or result from, Developer's performance of the Contract, whether such claims arise out of the actions or failure to act of Developer, any of its agents, employees or representatives, subcontractors of Developer, or independent contractors engaged by Developer, or anyone directly or indirectly employed or contracted with by any of them. Developer's indemnity obligation includes, but is not limited to: all tort claims, both intentional and otherwise; all claims based upon any right of recovery for property damage, personal injuries and/or death; claims for damages caused by downstream deposits, sediment or debris from drainage; claims for damages resulting from Developer's change in the volume or velocity of water leaving the Property and entering upon the property of others; and claims under any statute, Federal or state, relating to water, drainage and/or wetlands. Developer's indemnity obligation also includes Town's attorney's fees and costs incurred in defending itself as a result of the aforesaid and/or enforcing the Contract against any third party. Town may select its own attorneys, at Developer's expense, to represent Town.
- 6.2. Town's Attorney's Fees. Developer agrees that should any dispute arise regarding the Contract including, but not limited to, Developer's obligations thereunder, Developer's performance of its obligations thereunder and/or Town's right to recover by demand on the Security, and should Town engage an attorney to enforce the Contract, including through litigation, and should Town prevail, then Developer shall pay Town its attorney's fees, costs and expenses of litigation, including same incurred on appeal. The Court(s) within which said litigation is pending shall determine whether Town prevailed and the amount of said attorney's fees, costs and expenses to be awarded Town as a result of prevailing; and, if Town prevails in part, but not in whole, an equitable award of said attorney's fees, costs and expenses shall be made by the Court(s).
- 6.3. Required Provisions in Lot Purchase Contracts. Developer shall include in all contracts between Developer and any purchaser of any part of the Subdivision ("Lot Purchasers"), the following provisions:

- a. All streets shall be kept clear of dirt and debris;
- b. All construction activity in the Subdivision shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., Monday through Friday, and Saturday 8:00 a.m. to 4:00 p.m. No construction activity shall be permitted on Sunday;
- c. Town shall be provided with the name, address and phone number of the person to be contacted and responsible for correcting any of the above should the occasion arise to do so;
- d. Lot Purchaser shall install a type A silt fence, as defined in the Tennessee Erosion and Sediment Control Handbook, around lot perimeter and shall maintain same, to Town's satisfaction, until issuance of a certificate of occupancy; and
- e. Lot Purchaser shall maintain the sod that has been placed by the Developer between the curb and boundary of the street right-of-way. The silt fence shall be installed along the front property line. The Town additionally reserves the right to require alternative erosion control measures which are deemed equivalent to those specified herein.
- f. Lot Purchaser shall be responsible to Town for any Defect appearing in any Completed Public and Private Improvement for which Developer's Warranty has expired, which Defect Town believes is related to Lot Purchaser's construction activity.
- g. Lot Purchaser shall use, and shall ensure all subcontractors, agents, and/or suppliers use, only the concrete washout referenced in Paragraph 6.23.

6.4. Sidewalks, Curbs and Gutters.

- a. Sidewalks Adjacent to Lot

Required sidewalks shall be installed across the frontage of each lot by the permit holder of the improvement prior to use and occupancy of said improvement. All existing sidewalks shall be repaired as necessary by said permit holder across the lot frontage prior to occupancy of the improvement. After issuance by the Town of a certificate of occupancy, the homeowner shall assume responsibility and be liable for all future maintenance of that portion of sidewalk extending across said lot frontage.

- b. Sidewalks along Sections of Streets without Proposed Lots

Not applicable.

c. Curb and Gutter

Developer remains fully responsible for curbs and gutters and shall be under the same extended warranty as the streets.

- 6.5. Cluster Mailboxes. The location of all cluster mailboxes shall be shown on Final Plat and shall be installed prior to approval of Final Plat.
- 6.6. Emergency Action. In emergencies affecting the safety or protection of persons or property in the Subdivision or adjacent thereto, Developer, without special instruction or authorization from Town, is obligated to act to prevent threatened damage, injury or loss. If Town has to use its resources in an emergency affecting the Subdivision, Town may recover all costs associated therewith by demand on the Security.
- 6.7. Relocation of Improvements. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site.
- 6.8. Failure to Complete. Developer agrees that should the Contract be voided or deemed breached, pursuant to paragraph 1.2, or should Town determine Developer to have abandoned the Subdivision, then Town, through its Engineer, may, through written notice to Developer, specify the steps Developer must take to secure the Property and avoid it becoming a nuisance. If Developer fails to complete the steps to Town's satisfaction by whatever deadline Town sets in its written notification, then the Town may have those steps completed and may recover all costs associated therewith by demand on the Security.
- 6.9. Obligations to Run with Land. Developer's obligations under the Contract shall run with the Property and/or Subdivision until Developer's obligations have been met in full. Any party taking title to the Property and/or Subdivision or any part thereof shall take said real property subject to such obligations.
- 6.10. Review by Attorneys. The Parties have received, reviewed and/or had their attorneys review the Contract and, accordingly, the normal rule of contract construction that any ambiguity is resolved against the drafting party shall not be employed in interpreting the Contract.
- 6.11. No Waiver. Town's failure to insist upon prompt and strict performance of any term, condition or undertaking in the Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of any term, condition, undertaking or right.

- 6.12. Modification in Writing. The Contract should not be modified in any manner, except by an instrument in writing executed by the Parties.
- 6.13. Interpretation Under Tennessee Law. The Contract is executed, delivered and performed in the State of Tennessee, and the laws, without regard to principles of conflicts of law, of the State of Tennessee shall govern the Parties' rights and duties regarding validity, construction, enforcement and interpretation of the Contract.
- 6.14. Severability. If any Contract provision is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and the Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of the Contract. If any Contract provision is capable of two constructions, one of which renders the provision void and the other of which renders the provision valid, then the provision shall have the meaning which renders it valid.

- 6.15. Gender. All of the terms and words used in the Contract, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of the Contract or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.
- 6.16. Binding Effect. Town, Developer and Property Owner each warrant and represent that the person executing the Contract on behalf of each has authority to enter into the Contract and to bind Town, Developer and Property Owner, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
- 6.17. Special Provisions. The following special provisions apply to the Contract:
- a. If the Entire Project shall include a common open space (“COS”) not owned, in fee simple, by any individual lot owner, then Developer shall:
    - i. Prepare and record a Declaration of Covenants, Conditions and Restrictions for The Fountains of Hidden Springs Subdivision, Section A (“Declaration”), for the Subdivision in a form, and substance, reviewed, and approved, by Town;
    - ii. Create a non-profit Tennessee corporation that shall serve as a Homeowner’s Association (“HOA”), for the Subdivision obligated to enforce the Declaration and shall comprise, as members, all owners of Entire Project lots, which said members shall each have a pro rata interest in all HOA property;
    - iii. Vest title to the Common Area in the HOA;
    - iv. Provide, in the Declaration, that the HOA shall maintain the COS and shall pay for COS maintenance, and HOA expenses, through assessments levied on HOA members (“Assessments”);
    - v. Provide, in the Declaration, that each Assessment is a charge on the land and is a continuing lien upon the lot against which each Assessment is made;
    - vi. Provide, in the Declaration, that the HOA shall, upon a failure to pay an Assessment, have the right to record a lien in the amount of the unpaid Assessment plus attorney’s fees and costs, and to enforce the lien through a power of sale foreclosure;

- vii. Provide, in the Declaration, that should the HOA fail to maintain the COS to Town's satisfaction, then Town, upon specific notice to HOA, may discharge HOA's duties to maintain the COS, make Assessments, collect Assessments and enforce failure to pay Assessments, as HOA's agent, with the same power and authority as the HOA under the Declaration;
  - viii. Provide, in the Declaration, that should Town, in discharging HOA's duties, accomplish collection of delinquent Assessments, then HOA shall, with these Assessments, reimburse Town for all expenses Town incurred in discharging HOA's duties; and
  - ix. It is anticipated the Entire Project shall have a detention basin that shall be a COS. The requirement for maintenance of the detention basin are so stated in the Final Plat.
- b. If the Subdivision includes any type of sign or other structure identifying the Subdivision, then same shall be located in a COS. If illumination of the sign or other structure exists, then the power to accomplish the illumination shall be the responsibility of, and be paid for by, the HOA.
- 6.18. No Responsibility of Town. It is understood and agreed:
- a. Town, in its proprietary function, has no authority over, or responsibility for, development layout, choice of available land uses or any other design and planning aspect of the Subdivision;
  - b. Town does not, and is not expected to, design, oversee, supervise and/or direct construction or installation of the Public and Private Improvements;
  - c. Town does not determine the structural integrity, capacity, survey elevations, type, adequacy or location of the Public and Private Improvements;
  - d. Town, to the extent it provides any technical assistance, planning and review regarding the Subdivision and/or the construction and installation of the Public and Private Improvements, seeks only to enforce its minimal governmental standards and does not relieve, or accept from, Developer any of Developer's liability and responsibility for the Subdivision and/or the Public and Private Improvements; and
  - e. Developer has, and retains, the full responsibility to properly anticipate, survey, design and construct the Public and Private Improvements and warrants that same shall not adversely affect the flow of surface water from or upon any property.

- 6.19. Condition of Site. Developer agrees to secure all required permits for the demolition of structures on the Property, to haul all scrap building materials, debris, rubbish and other degradable materials to a permitted landfill and to not bury such materials within the Subdivision (except as they are permitted to burn by Fayette County Health Department and the Oakland Fire Department).
- 6.20. Notices. All notices, demands, and requests required or permitted by the Contract shall be in writing (including telecopy communications) and shall be sent by first class United States mail, postage prepaid, facsimile transmission, air or other courier, or hand delivery as follows:

- a. To: Town

Town of Oakland  
Attn: Honorable Adrian Wiggins, Mayor  
170 Doss Circle  
P.O. Box 56  
Oakland, TN 38060  
Telephone: (901) 465-8523  
Facsimile: (901) 465-1883

Town Attorney  
Thomas M. Minor  
124 East Market Street  
Somerville, TN 38068  
Telephone: (901) 465-3117  
Facsimile: (901) 465-4465

- b. To: Developer

Hidden Springs Development S-Corp, Inc.  
3157 Highway 64, #200  
Eads, TN 38028  
Telephone: 901-553-7377

- c. To: Owner

Hidden Springs Investments, LLC  
3157 Highway 64, #200  
Eads, TN 38028  
Telephone: 901-553-7377

Any notice, demand, or request sent by mail shall be deemed given under the Contract on the third business day after depositing same in any official depository or receptacle of the United States Postal Service, first class postage prepaid. Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under the Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under the Contract when received.

Any Party may change such party's address for the purpose of notices, demands, and requests required or permitted under the Contract by providing written notice of such change of address to the other party which change of address shall only be effective when notice of the change is actually received by the party.

- 6.21. Non-Assignability. This Contract may not be assigned, in whole or in part, by Developer nor may it be assigned by any Owner who executes this Contract.
- 6.22. Joint and Several Obligation. As owner of the Property, Owner joins in this Contract to obligate itself jointly and severally with Developer in the Performance of Developer's Undertakings and obligations hereunder.
- 6.23. Concrete Washout. Developer shall maintain a concrete washout near, and accessible from, the temporary construction entrance shown in Road Plat. The concrete washout shall not be located on any Subdivision lot. Developer shall maintain the concrete washout until certificates of occupancy are obtained for all Subdivision lots and, upon same, Developer shall remove all debris or other discharge therein.

IN WITNESS WHEREOF, the Parties, or persons duly authorized to act for them, have caused this Contract to be duly executed and delivered on the dates hereinafter indicated.

HIDDEN SPRINGS DEVELOPMENT S-CORP, INC.  
(DEVELOPER)

HIDDEN SPRINGS INVESTMENTS, LLC  
(OWNER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF OAKLAND

By: \_\_\_\_\_

Title: Mayor

ATTEST: \_\_\_\_\_  
CITY RECORDER

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, \_\_\_\_\_, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Managing Agent or \_\_\_\_\_, of HIDDEN SPRINGS DEVELOPMENT S-CORP, INC. (DEVELOPER), the within named bargainor, and that he, as Managing Agent or \_\_\_\_\_, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such Managing Agent or \_\_\_\_\_.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, \_\_\_\_\_, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged her/himself to be the \_\_\_\_\_, of \_\_\_\_\_, the within named bargainor, and that she/he, as \_\_\_\_\_, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by her/himself as such \_\_\_\_\_.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF FAYETTE

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Adrian Wiggins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of The Town of Oakland, a municipal corporation, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

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**RESOLUTION 26-22**

**A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE  
PROVIDING AUTHORIZATION TO ENTER INTO PROFESSIONAL  
SERVICES CONTRACT FOR ENGINEER INSPECTION SERVICES**

**WHEREAS**, a subdivision development contract was presented to the Oakland Board of Mayor and Alderman for approval of The Fountains of Hidden Springs Planned Development, Section A; and

**WHEREAS**, The Board of Mayor and Aldermen for the Town of Oakland, Tennessee (the Town) acknowledges the necessity in retaining an engineer to conduct inspection services in all subdivision developments; and

**WHEREAS**, pursuant to Article II, Section 24, of the Tennessee State Constitution, no public money shall be expended except pursuant to appropriations made by law; and

**WHEREAS**, the Board of Mayor and Aldermen has approved the expenditure of public funds for this professional engineering service through the passage of Ordinance 25-05.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:**

**SECTION 1.** The Mayor is authorized by the Board to enter into a professional services contract with A2H, Inc. for the purpose of conducting subdivision inspections specific to The Fountains of Hidden Springs Planned Development, Section A.

\_\_\_ made a motion to \_\_\_ Resolution 26-22. \_\_\_ seconded the motion. \_\_\_ in favor. \_\_\_ opposed. Resolution 26-22 \_\_\_.

**Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this \_\_\_ day of \_\_\_, 2026.**

**ATTEST:**

\_\_\_\_\_  
Adrian Wiggins, Mayor

\_\_\_\_\_  
Yvonne Bullard, Town Recorder