

**Town of Thompson's Station
Utility Board
Meeting Agenda
April 20, 2022**

Call Meeting To Order

1. Consideration Of The Minutes Of The March 16, 2022, Regular Utility Board Meeting.

Documents:

[ITEM 1 UB MINUTES FOR MARCH 16, 2022.PDF](#)

2. System Operator's Update:

3. Consideration For Briarhill Subdivision To Connect To Littlebury's On-Site Sewer System (TDEC SOP No 18015 Modification):

Documents:

[ITEM 3A - 2022.04.05 JRD LETTER TO TOWN OF THOMPSONS STATION RE UTILITY BOARD BRIAR HILL.PDF](#)
[ITEM 3B - LETTER ENCLOSURE 2 - DRAFT MODIFIED SOP APPLICATION.PDF](#)
[ITEM 3C - LETTER ENCLOSURE 3 - DRAFT LEVI GRANTHAM AND LITTLEBURY DEVELOPMENT AGREEMENT MOU.PDF](#)

4. Discussion Of Reservation Agreements In Conjunction With The MBR Expansion:

5. Barge Design Updates-Matthew Johnson:

- a. Bridgemore I & I Update
- b. MBR Project Update
- c. Force Main and Pump Station on Highway 31 and Thompson's Station Road
- d. Capacity Reservations Update

Documents:

[ITEM 5 BARGE UPDATE TS_UB_042022.PDF](#)

6. Adjourn

*This meeting will be held at 6:00 p.m. at the Thompson's Station Community Center
1555 Thompson's Station Rd West*

**Town of Thompson's Station
Utility Board
Meeting Minutes
March 16, 2022, 6:00 p.m.**

Call to Order:

Utility Board Members and staff attending the meeting were: Chairman Jeff Riden, Alderman Brian Stover, Utility Board Members Skip Beasley, Bruce Difrancisco, Town Administrator Ken McLawhon, Finance Director Steve Banks, Wastewater Coordinator Kenny Bond, IT Coordinator Tyler Rainey, Town Clerk Regina Fowler, and Town Attorney Kirk Vandivort. Utility Board Members Joshua Mayo, and Charles Starck were absent.

Minutes:

1. Consideration of the minutes of the February 23, 2022, 2021 regular meeting were presented.

Alderman Brian Stover made a motion to approve the February 23, 2022, regular meeting minutes. The motion was seconded by Skip Beasley carried 4 yay 0 nay.

2. System Operators Update-Kenny Bond: MOR's for January & February were distributed for the UB members perusal. Cell #2 level is at the bottom of the top effluent pipe. Cell #1 Water is approximately 6" – 8" below the diffusers. Kenny Bond and Brandon Haskins located a leak in Bridgemore and is awaiting CCTV to isolate the defect so repairs can be completed.

3. Approve Resolution 2022-006 and forward to BOMA for their perusal: A Resolution of the Town of Thompson's Station, Tennessee, to Establish and Approve the Guidance and Considerations as Criteria for the Appointment of Utility Board Members for the Town of Thompson's Station. A motion was made by Skip Beasley to approve Resolution 2022-006 and forward to BOMA for their perusal with the following amendment to #3 nonresident "must demonstrate technical proficiency in a recognized field or profession pertinent to the work of the Utility Board or by years of experience in a recognized field or profession pertinent to the work of the Utility Board". The motion was seconded by Bruce Difrancisco and carried 4 yay 0 nay.

4. Approve Resolution 2022-007 and forward to BOMA for their perusal: A Resolution of the Town of Thompson's Station, Tennessee, for the expansion beyond the (1) million gpd of the Membrane Bioreactor System for the Town of Thompson's Station. A motion was made by Bruce Difrancisco to approve Resolution 2022-007 with reference to prior ordinance or resolution number MBR and to forward to BOMA with said changes. The motion was seconded by Brian Stover and carried 4 yay 0 nay.

Barge Design Updates-Paul Bizier:

a. Bridgemore I & I Update:

- Bidding documents are being revised based on recent Town input.
- Bidding schedule is being developed with bid opening projected in next 4 to 6 weeks.

b. Regional Plant Project Update:

- TDEC to finalize SOP permit.
- Public meeting documentation has been submitted to SRF.
- FONSI and loan application documents will be issued after public meeting documentation has been approved.

c. Force Main and Pump Station on Highway 31 and Thompson's Station Road:

- Recent meetings have been held with Town staff, developer, church representatives, and Town engineer.
- Proposed pump station area has been staked for church representatives to review.

d. Capacity Reservations Update:

Development Info			Status	
ID	Name	Requested Load (gpd)	BOMA Approval	Officially Reserved (gpd)
1	Reliford Home	250	X	250
2A	Tollgate Village - Sec. 18B	78,000	X	78,000
3	Moon Property	47,500		
4	Tollgate Village - Sec. 16B	17,250	X	17,250
5	Parsons Valley	88,250	X	88,250
6	Reliford Home - Pantall Rd	250	X	250
7	2762 Critz Lane	22,250		
8	2683 Clayton Arnold Rd	250		
9	Anson Property	500	X	500
10	Street Scaping	500		
11	Twice Daily	3,000		
12	A1 Home Builders, Inc	4,500		
13	2752 Critz Lane	1,500		
14	4561 Columbia Pike	32,040		
15	2752 Thompson Station Rd E	1,750		
16	Connection Hill Church	1,600		
Total		299,390		184,500

Adjourn:

There being no further business, Brian Stover made a motion to adjourn, the motion was seconded by Skip Beasley and the meeting adjourned at 6:35 p.m.

Chairman, Jeff Riden

Joshua R. Denton
Member
615.251.5580 (t)
615.251.5551 (f)
jdenton@fbtlaw.com

April 5, 2022

VIA EMAIL

Mr. Jeff Ridsen
Chair, Utility Advisory Board
For Town of Thompson's Station
1551 Thompson's Station Road West
Thompson's Station, TN 37179
jrisden@thompsons-station.com

VIA HAND DELIVERY AND EMAIL

Mr. Micah Wood, AICP
Planning Director
Town of Thompson's Station
1551 Thompson's Station Road West
Thompson's Station, TN 37179
mwood@thompsons-station.com

VIA EMAIL

Mr. Matthew Johnson
Barge Design Solutions, Inc.
615 3rd Avenue South, Suite 700
Nashville TN 37210
Matthew.Johnson@bargedesign.com

VIA EMAIL

Mr. Kirk Vandivort
Reynolds, Potter, Ragan & Vandivort, PLC
210 East College Street
Dickson, TN 37055
kvandivort@rprvlaw.com

Re: Littlebury and Briarhill Subdivision (Step System)
TDEC SOP No 18015 Modification
Thompson Station, Williamson County, Tennessee

Gentlemen:

Pursuant to Micah's written confirmation on March 30, 2022, we are submitting the enclosed materials and information detailed below as a supplementation to our prior formal request to be placed on the Utility Advisory Board's meeting agenda. As Kirk and I have discussed, the applicant was

Mr. Jeff Ridsen
Mr. Micah Wood
Mr. Matthew Johnson
Mr. Kirk Vandivort
April 5, 2022
Page 2

disappointed that they were denied access to the Utility Advisory Board's March 16, 2022 agenda, despite repeated, formal written requests to be placed on the agenda. This confirms our understanding that, with the provision of this additional requested information, as detailed herein, this matter will be placed on the Utility Advisory Board's April 20, 2022 meeting agenda. Please confirm, as the applicant intends to appear at the April 20, 2022 meeting and will be ready to proceed and discuss this issue with the Utility Advisory Board.

As to the additional information that Matthew requested just three business days before the March 16, 2022 Utility Advisory Board meeting,¹ the applicant states as follows:

1. **Town Consultant's March 15, 2022 Comment:** Given the new information recently provided regarding the size of the houses considered for these developments and Brad Harris's (TDEC) February 15 email regarding the flow rates, use the 300 gpd/house.

Response: For discussion purposes with the Utility Advisory Board, the design flows have been amended to address the consultant's request for 300 gpd per house flow rates. (*See* enclosed draft State Operating Permit ("SOP") application documents.)

2. **Town Consultant's March 15, 2022 Comment:** Infrastructure with sufficient treatment and effluent disposal capacity to handle the total flow from both Littlebury and Briarhill.

Response: The existing treatment facility at the Littlebury Subdivision is currently designed to serve 300 gpd per house for 100 houses. Should the design of 300 gpd per house be required, then an additional storage tank and bioclere treatment module may be required to be designed and installed to enhance the existing treatment facility. If 300 gpd per house is ultimately required (as opposed to the Town's 250 gpd per house requirement for the Town's subsequently-designed regional wastewater system), then—after receiving approval to proceed from the Utility Advisory Board and the BOMA—SEC, Inc. will design construction plans to allow the Town to have the SOP modified by TDEC for the additional wastewater flow.

3. **Town Consultant's March 15, 2022 Comment:** The SOP permit application would reflect the total system capacity.

Response: The draft SOP permit application has been revised per this comment. (*See* enclosed draft modified SOP application.)

4. **Town Consultant's March 15, 2022 Comment:** A MOU similar to the Littlebury MOU to be developed between the Town and developer (s) subject to approval UB/BOMA.

Response: As discussed and agreed among the Town's attorney and counsel for Briarhill on numerous occasions, in order to properly draft a Memorandum of Understanding between the Town, Littlebury and Briarhill, more feedback is needed from the Utility Advisory Board and the BOMA. That said, a draft MOU is enclosed for discussion

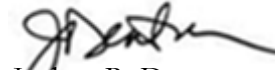
¹ This belated request for information was used to improperly deny the applicant access to the Utility Advisory Board at that meeting.

Mr. Jeff Riden
Mr. Micah Wood
Mr. Matthew Johnson
Mr. Kirk Vandivort
April 5, 2022
Page 3

purposes. Once feedback has been received from the Utility Advisory Board and the BOMA, a final MOU will be negotiated and finalized among the various parties.

Please let us know if you have any questions about this additional information. We look forward to seeing you at the Utility Advisory Board's April 20, 2022 meeting.

Respectfully submitted,



Joshua R. Denton

Enclosures

0149125.0751105 4860-9365-2506



**STATE OPERATING PERMIT MODIFICATION
LITTLEBURY SD
SOP 18015
THOMPSON STATION, TN**

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901
WWW.SEC-CIVIL.COM



Table of Contents

<u>Section</u>	<u>Title</u>
1.0	SOP Permit Application Modification
2.0	Area of Review
3.0	Ground Water General Description
4.0	Population General Description
5.0	Nature of Fluid
6.0	General Location of Publicly Supplied Water
7.0	Description of System
8.0	Nature and Type of System

1.0 SOP Permit Application Modification

SOP APPLICATION – page 1

Permit Number: SOP-_____

Type of application: New Permit Permit Reissuance Permit Modification

Permittee Identification: (Name of city, town, utility, industry, corporation, individual, etc., applying, according to the provisions of Tennessee Code Annotated Section 69-3-108 and Regulations of the Tennessee Water Quality Control Board.)	
Permittee Name (applicant)/Facility Name	Thompson Station
Permittee Address:	1550 Thompson Station Road West P.O. Box 100 Thompson Station, TN 37179

Official Contact: Micah Wood	Title or Position: Town Administrator / Planner		
Mailing Address: 1550 Thompson Station Road West	City: Thompson Station	State: TN	Zip: 37179
Phone number(s): (615) 794-4333	E-mail: mwood@thompsons-station.com		

Optional Contact: Kenny Bond	Title or Position: Wastewater Operator		
Address: 1550 Thompson Station Road West	City: Thompson Station	State: TN	Zip: 37179
Phone number(s): (615) 516-8678	E-mail: kbond@thompsons-station.com		

Application Certification (must be signed in accordance with the requirements of Rule 1200-4-5-.05)		
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
Name and title; print or type Micah Wood, Town Administrator	Signature	Date

OFFICIAL STATE USE ONLY

Received Date	Permit Number SOP	Field Office	Reviewer
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Facility Identification:		Existing Permit No.	18015	
Facility Name:	Littlebury Wastewater TF	County:	Williamson	
Facility Address or Location:	Along Pantall Road just south of Critz Lane and west of I-65	Latitude:	N 35° 48'07"	
		Longitude:	W 86° 51'21"	
Name of Engineer for the project: James F. Reed III P.E., R.L.S.				
Engineer address and phone number:		850 Middle Tennessee Blvd.	615-890-7901	
Name and distance to nearest receiving waters: Site drains to the north to West Harpeth River				
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers: None, SOP 18015				
Name of company, utility, or governmental entity that will operate the permitted system: Thompson Station				
Operator address: 1551 Thompson Station Road West, Thompson Station, TN 37179				
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A				
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations. Thompson Station will own the facility and site. Developer will build facility and deed to Thompson Station				
Name of Public Water Provider: H.B. & T.S. Utility District Thomas C. Puckett (615) 794-7796 info@hbtsud.com				
List Standard Industrial Codes (SIC)/ North American Industrial Code (s) (NAIC) for proposed activity (these are located at http://www.census.gov/epcd/www/naicstab.htm) 4941 - water system, 4959 – Sewage treatment, 4971 - Irrigation				
Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:				
Entity Type		Number of Design Units		Flow (gpd)
<input type="checkbox"/> City, town or county	No. of connections:			
<input checked="" type="checkbox"/> Subdivision	No. of homes: 133	Avg. No. bedrooms per home:		39,900
<input type="checkbox"/> School	No. of students:	Size of cafeteria(s):		
		No. of showers: 0		
<input type="checkbox"/> Apartment	No. of units:	No. units with Washer/Dryer hookups:		
		No. units without W/D hookups:		
<input type="checkbox"/> Commercial Business	No. of employees:	Type of business:		
<input type="checkbox"/> Industry	No. of employees:	Product(s) manufactured:		
<input type="checkbox"/> Resort	No. of units:			
<input type="checkbox"/> Camp	No. of hookups:			
<input type="checkbox"/> RV Park	No. of hookups:	No. of dump stations:		
<input type="checkbox"/> Car Wash	No. of bays:			
<input type="checkbox"/> Other				
Describe the type and frequency of activities that result in wastewater generation.				

Permit Number: SOP-_____

Engineering Report (required for collection systems and/or land application treatment systems):	<input type="checkbox"/> N/A
<input checked="" type="checkbox"/> Prepared in accordance with Rule 1200-4-2-.03 and Section 1.2 of the Tennessee Design Criteria (see website for more information) <input checked="" type="checkbox"/> Attached, or <input type="checkbox"/> Previously submitted and entitled: _____	
Approved? <input type="checkbox"/> Yes. Date: _____	<input type="checkbox"/> No

Wastewater Collection System:	<input type="checkbox"/> N/A
System type (i.e., gravity, low pressure, vacuum, combination, etc.): Gravity sewer lines with manholes	
System Description: 8” PVC gravity sewer pipe	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): Generators can be connected to the treatment system as necessary during an extended power outage. All houses will drain by gravity into gravity sanitary sewer lines that drain to the treatment site	
In the event of a system failure describe means of operator notification: All pumps have redundancy & alarms.	
List the emergency contact(s) (name/phone): Kenny Bond / (615) 516-8678	
For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? Thompson Station, 1550 Thompson Station Road West, P.O. Box 100 Thompson Station, TN 37179, (615) 516-8678	
Approximate length of sewer (excluding private service lateral): 5,000 LF	
Number/hp of lift stations: _____ / _____	Number/hp of lift pumps _____ / _____
Number/volume of low pressure and or grinder pump tanks Existing 1–3000-gal Final Dose Tank Number/volume septic tanks 0-septic / step tanks – gravity sewer	
Attach a schematic of the collection system. <input checked="" type="checkbox"/> Attached	
If this is a satellite sewer and you are tying in to another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):	
<u>Tie-in Point</u>	<u>Latitude (xx.xxxx°)</u>
None	None

Land Application Treatment System:	<input type="checkbox"/> N/A
Type of Land Application Treatment System: <input checked="" type="checkbox"/> Drip <input type="checkbox"/> Spray <input type="checkbox"/> Other, explain: _____	
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.): Recirculating Media Filter	
Attach a treatment schematic. <input checked="" type="checkbox"/> Attached	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): Generators can be connected to the treatment system as necessary during an extended power outage. All houses will drain by gravity into gravity sanitary sewer lines that drain to the treatment site	
For New or Modified Projects: Littlebury SD Name of Developer for the project: Littlebury Development Co LLC – Tony Cavender Developer address and phone number PO 764 Fairview, TN 37062 (615-218-5569)	
For land application, list: <input checked="" type="checkbox"/> Proposed acreage involved: exist 6.37 acres total <input checked="" type="checkbox"/> Inches/week gpd/sq.ft loading rate to be applied: 3.51 acre drip installed with additional 1.95 acre of soils area, approximately 0.25 gpd/sf loading rate	
Is wastewater disinfection proposed?	
<input checked="" type="checkbox"/> Yes Describe land application area access: _____	
<input type="checkbox"/> No Describe how access to the land application area will be restricted fence with access gates	

Attach required additional Engineering Report Information (see website for more information)	
<input checked="" type="checkbox"/> Topographic map (1:25,000 scale presented at a six inch by six-inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included. <input checked="" type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands. <input checked="" type="checkbox"/> Soils information for the proposed land disposal area in the form of a Water Pollution Control (WPC) Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped. <input checked="" type="checkbox"/> Topographic map of the area where the wastewater is to be land applied with no greater than ten-foot contours presented at a minimum size of 24 inches by 24 inches. <input checked="" type="checkbox"/> Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application.	
For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e. large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 1200-4-6-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department. Describe the following:	
The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one-mile radius or an area defined by using calculations under 1200-4-6-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form) see 2.0	
<input checked="" type="checkbox"/> A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality. see 3.0	
<input checked="" type="checkbox"/> A general description of the population and cultural development within the AOR, i.e. <input checked="" type="checkbox"/> agricultural, <input type="checkbox"/> commercial, <input type="checkbox"/> residential or <input type="checkbox"/> mixed. see 4.0	
<input checked="" type="checkbox"/> Nature of injected fluid to include physical, chemical, biological or radiological characteristics. see 5.0	
<input checked="" type="checkbox"/> If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider) see 6.0	
<input type="checkbox"/> If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 1200-5-1-.34, show the boundary of the protection area on the facility site plan.	
<input checked="" type="checkbox"/> Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells see 7.0	
<input checked="" type="checkbox"/> Nature and type of system, including installed dimensions of wells and construction materials see 8.0	

Pump and Haul:	<input checked="" type="checkbox"/> N/A
Reason system cannot be served by public sewer:	
Distance to the nearest manhole where public sewer service is available:	
When sewer service will be available:	
Volume of holding tank: gal.	
Tennessee licensed septage hauler (attach copy of agreement):	
Facility accepting the septage (attach copy of acceptance letter):	
Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	

Holding Ponds (for non-domestic wastewater only):	<input checked="" type="checkbox"/> N/A
Pond use: <input type="checkbox"/> Recirculation <input type="checkbox"/> Sedimentation <input type="checkbox"/> Cooling <input type="checkbox"/> Other (describe):	

Describe pond use and operation:
If the pond(s) are existing pond(s), what was the previous use?
Have you prepared a plan to dispose of rainfall in excess of evaporation? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, describe disposal plan:
Is the pond ever dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No
If so, describe the purpose for dewatering and procedures for disposal of wastewater and/or sludge:
Is(are) the pond(s) aerated? <input type="checkbox"/> Yes <input type="checkbox"/> No
Volume of pond(s): _____ gal. Dimensions: _____
Is the pond lined (Note if this is a new pond system it must be lined for SOP coverage. Otherwise, you must apply for an Underground Injection Control permit.)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Describe the liner material (if soil liner is used give the compaction specifications):
Is there an emergency overflow structure? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If so, provide a design drawing of structure.</i>
Are monitoring wells or lysimeters installed near or around the pond(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If so, provide location information and describe monitoring protocols (attach additional sheets as necessary):</i>
Attach required additional Information
<input type="checkbox"/> Topographic map (1:24,000 scale presented at a six inch by six inch minimum size) showing the location of the project including GPS coordinates, latitude and longitude in decimal degrees quadrangle name should also be included.
<input type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.
The area of review (AOR) for each holding pond shall, unless otherwise specified by the Department, consist of the area lying within and below a one mile radius of the holding pond site or facility, and shall include, but not be limited to surface geographic features, subsurface geology, and demographic and cultural features within the area. Attach to this part of the application a complete characterization of the AOR, including the following: (This can be in narrative form)
<input type="checkbox"/> Description of all past and present uses of groundwater within the AOR, as documented by public record.
<input type="checkbox"/> Description of the groundwater hydrology within the AOR, including characteristics of all subsurface aquifers, presence or absence of solution development features, general direction of groundwater movement, and chemical characteristics of the ground waters in the AOR..
<input type="checkbox"/> Description of the population and cultural development within the AOR, including the number of persons living within one mile of the well or facility, land uses within the AOR, and the existence of any community, state, regional or national parks, wildlife refuges, natural or wilderness areas, recreational or other public-use areas, or any other environmentally sensitive features within the area of review.
<input type="checkbox"/> If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems..
<input type="checkbox"/> Identify any surface water intake, which supplies a public water distribution system and is located within the AOR or within three miles topographically down gradient from the well or facility. If any such intake(s) wells or springs exist, then locate on map

APPLICATION FOR A STATE OPERATION PERMIT (SOP) INSTRUCTIONS

Purpose of this form A completed SOP application must be submitted to obtain SOP coverage. This permit is required to operate a domestic sewage, industrial waste or other waste collection and/or treatment system that does not have a point source discharge to any surface or subsurface waters. This form must be submitted at least 180 days before starting any new activity, or 180 days prior to the expiration date, or when renewing a permit.

Complete the form Type or print clearly, using black or blue ink; not markers or pencil. Answer each item or enter "N/A," for not applicable. If you need additional space, attach a separate piece of paper to the SOP application. Applicants may be required to submit engineering reports, plans and specifications. Contact the division for the applicable items, or visit the Division of Water Pollution Control World Wide Web site at: <http://www.state.tn.us/environment/wpc> for more information. **The application will be considered incomplete absent any of the required information, Engineering Reports, and an original signature.**

Permittee Identification/Facility Identification Describe and locate the project, use the legal or official name of the facility or site. Provide the latitude and longitude (expressed in decimal degrees) of the center of the site, which can be located on USGS quadrangle maps. The quadrangle maps can be obtained at 1-800-USA-MAPS, or at the Census Bureau World Wide Web site: <http://www.census.gov/cgi-bin/gazetteer>. Attach a copy of a portion of a 7.5 minute quad map, showing location of site, with boundaries at least one mile outside the site boundaries. If business is mobile give the owner of operations' home, or business office address of the owner, and list all current areas of operation by city and county.

Wastewater Collection System These types of systems require engineering reports, refer to the website (<http://www.tdec.net/wpc/>) for more information.

Land Application Treatment System These types of systems require engineering reports, refer to the website (<http://www.tdec.net/wpc/>) for more information. Public access to the land application and treatment area must be restricted, if disinfection is not part of the treatment. Applicants completing this section of the application must also complete the Wastewater Collection System section.

Pump and Haul These types of systems may require engineering reports, refer to the website (<http://www.tdec.net/wpc/>) for more information.

Holding Ponds Given that annual rainfall onto open ponds exceeds annual evaporation (in Tennessee), the permittee must develop a written plan (to be retained on site and be available to the division upon request) that addresses how excess rainfall will be disposed of in compliance with the no discharge requirement of this permit. Wastewater treatment ponds are not to be used for stormwater treatment or storage. All new and existing point source industrial stormwater discharges associated with industrial activity require coverage under the Tennessee industrial stormwater multi-sector general permit TMSP, refer to the website (<http://www.tdec.net/permits/strmh2o.shtml>) for more information. Describe the system for re-routing surface runoff away from ponds in the rainfall disposal plan.

Mobile Wash Operations Indicate whether the operation is run by an individual or a corporation with a fleet of vehicles equipped to wash and collect waste waters. If a corporation, indicate the home office as the "Official Contact". Indicate if operations take place at specific sites and list those counties in which such sites are located. Note that this permit covers operations within the State of Tennessee. Operations indicated as "statewide" generally apply as a fleet type operation and each office location shall be individually permitted. Equipment may be truck or trailer-mounted, or both, indicate all that apply. Soaps, detergents, and other chemicals used should be non-toxic and biodegradable. All "chemically enhanced" (soaps, detergents, and other chemicals) waste-wash waters must be collected for proper disposal. If no chemically enhanced washwaters are used, clear-wash waters may travel by sheet flow to a gravel or grassy area where there is no opportunity to enter waters of the state. There should be no discharge to a storm water inlet, ditch, conveyance, stream, etc. If you are unsure of your wash area drainage, contact the area Environmental Field Office (EFO) prior to setting up your wash operation.

Fees There is a \$250 authorization fee for residential SFDS and \$500 fee for commercial SFDS and commercial holding lagoons. An annual maintenance fee is required and you will be invoiced at a later date.

Submitting the form and obtaining more information Note that a responsible corporate officer, owner, general partner or proprietor, principal governmental executive officer, or highest ranking elected official must sign this form. (See Regulation 1200-4-5-.05(a) for exact authorized signatures.). For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit three complete applications (keep a copy for your records) to the appropriate EFO for the county(ies) where the facility is located, addressed to **Attention: WPC, Permit Section Manager**.

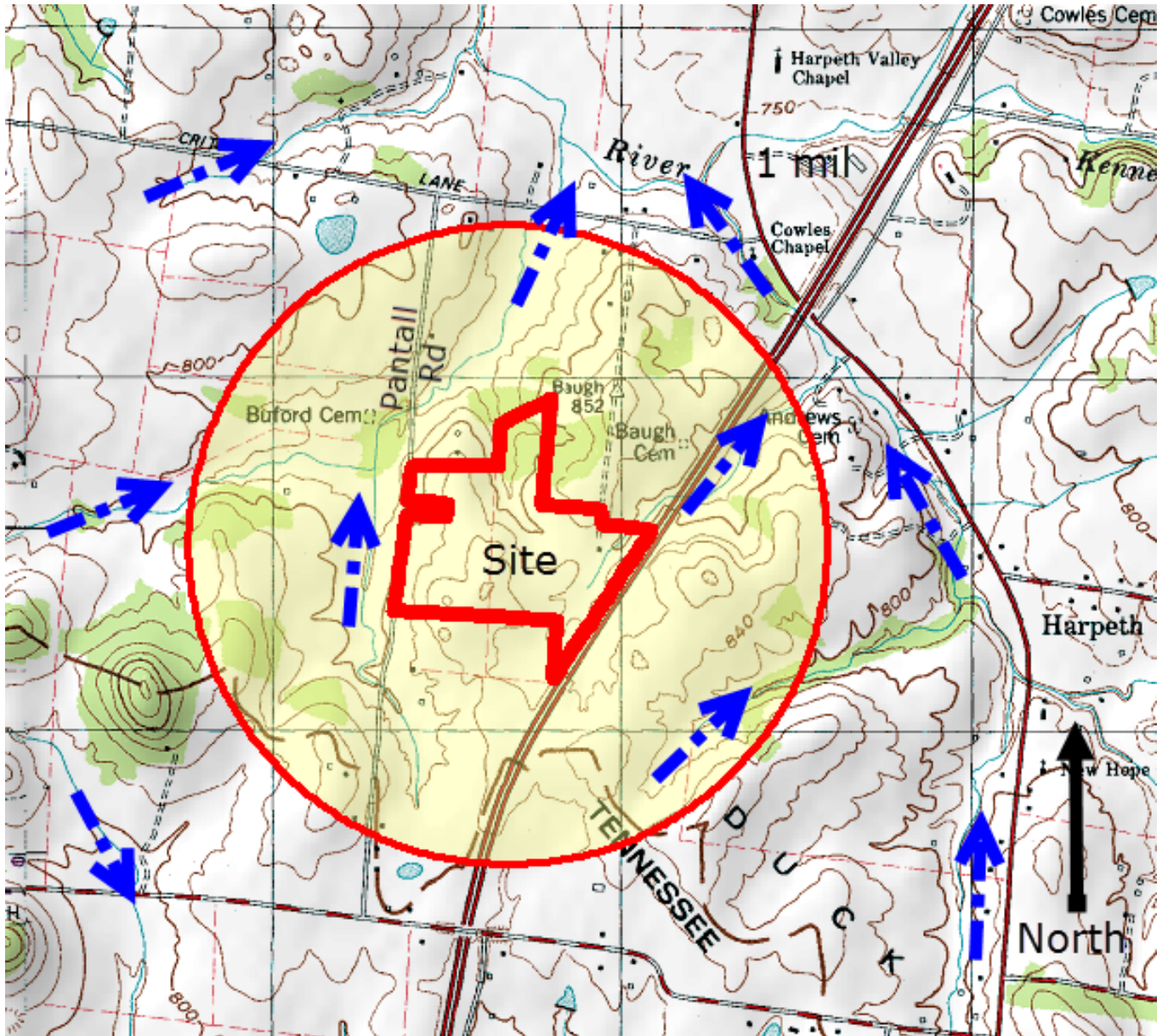
EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	2510 Mt. Moriah Road STE E-645	38115-1520	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Dr	38305-4316	Chattanooga	540 McCallie Avenue STE 550	37402-2013
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	2484 Park Plus Drive	38401	Johnson City	2305 Silverdale Road	37601

Upon receipt of the required items, the division conducts a review of the material, and the applicant is notified of any deficiencies. When all the deficiencies have been corrected, the division will publish a draft permit or provide the applicant with a Notice of Intent to Deny the permit application. When a draft permit is generated, a public notice is issued and published in a local newspaper. The draft permit is then reviewed by the applicant, and division field staff. The general public also has an opportunity to review the permit. Based on public response, a public hearing may be held. After considering public comments and a final review, the permit may be issued or denied for cause. Permits are normally valid for five (5) years, except those for pump and haul systems, which are generally valid for one (1) year.

The division has the right to inspect a facility when deemed necessary. In addition, the division has the right to revoke or suspend any permit for violation of permit conditions or any other provisions of the Tennessee Water Quality Control Act and other water pollution control rules.

The division is responsible for regulating any activity, which involves a potential discharge in order to protect waters of the State from pollution and to maintain the highest possible standards in water quality.

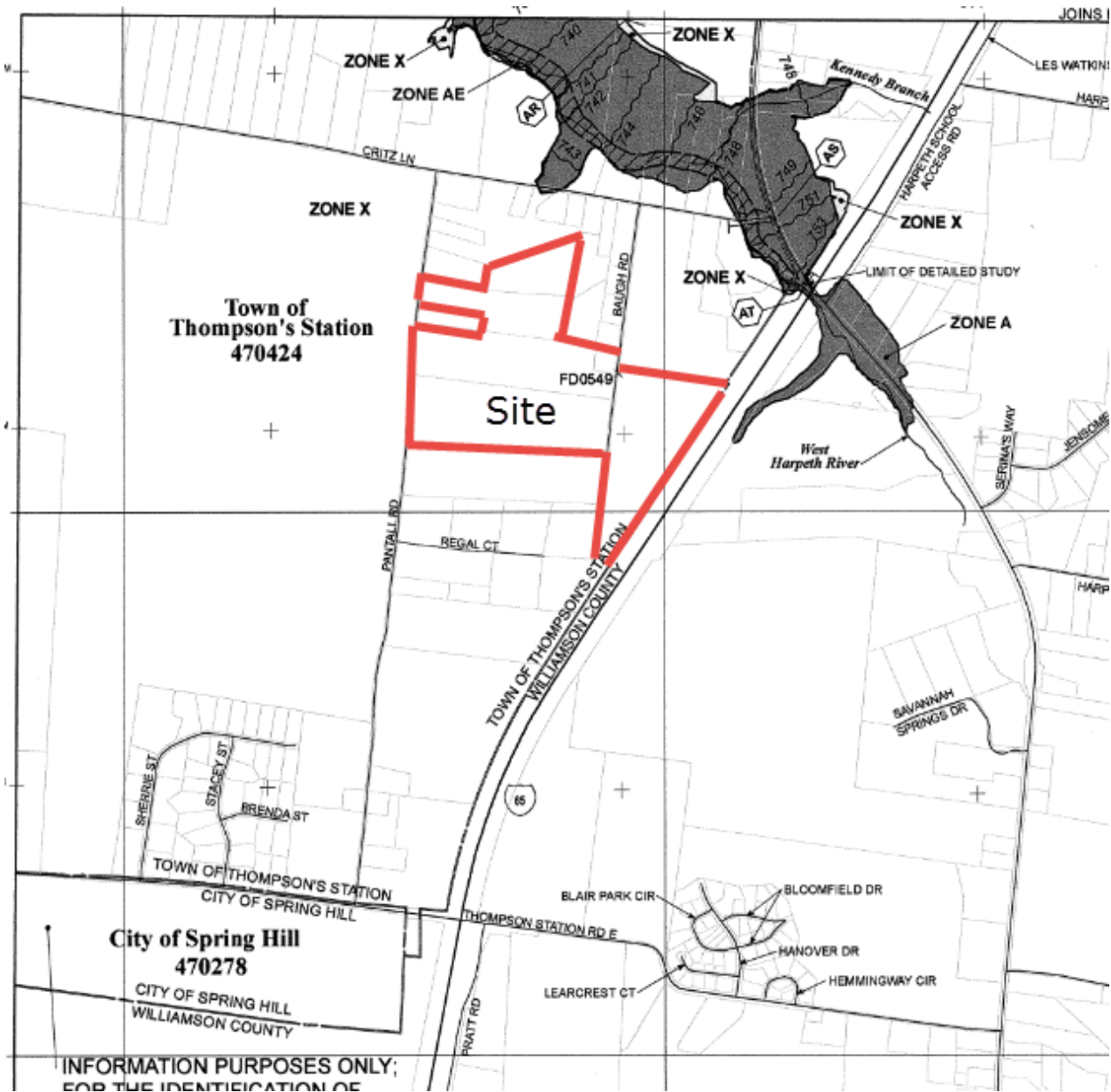
2.0 Area of Review



Area of Review



Aerial Map



FEMA MAP 100-Year Floodplain and Elevations

3.0 Groundwater General Description

The attached USGS maps indicate the existing Littlebury Subdivision wastewater treatment area drainage flow path is to the north discharging into a tributary to West Harpeth River watershed. The site is comprised of approximately 91 acres. The topography is mainly gently rolling to rolling slopes of 5 - 15 %. The property is bordered by I-65 to the east, Pantall Road to the west, north and south by large tracts of land. Roughly 30% of the site is wooded and the 6.37 acres for drip dispersal is mostly cleared with some minor underbrush.

The above-mentioned property has typically been used for pastureland. Groundwater was used historically to provide water. At this time the area is served by H.B. and T.S. Utility District for water.

It is assumed that the groundwater movement and surface flows are to the north discharging into a tributary to West Harpeth River.

See attached maps and USDA soils info under Section 2 Area of Review.

4.0 Population General Description

The majority of the Area of Review is agriculture land used primarily for pasture. See attached aerial map of property under Section 2 Area of Review.

5.0 Nature of Fluid

Littlebury Subdivision will have a peak design discharge of approximately 39,900 gpd of domestic wastewater. The effluent quality is typical domestic residential treated wastewater that meets State Operating Permit limits.

6.0 General Location of Publicly Supplied Water

The area will be served by H.B. and T.S. Utility District.

7.0 Description of System

Treated wastewater approximately 39,900 gpd is pumped through arkal filter units and then distributed to HDPE drip lines with pressure compensating emitters. The drip lines are to be installed on 4-foot centers along the contours with the emitters spaced at 2-foot centers along the drip lines. Drip lines are plowed into the soils that have been approved by a certified soil scientist and placed at an approximate depth of 7-8 inches below the ground surface. Distribution of the treated wastewater is managed through solenoid valves and controlled by a programmable PLC.

Daily Flow

Number of 3-BR Buildable Residential Lots	133 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	39900 gpd

Land Application Area

Land Application Area	0.25 gal/sf/day*
Total Area Required	159600 s.f.
or	3.66 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 4' o.c.)	4450 L.F.
Number of Zones	9.0 Zones

Land Reserve Area

Area per lot	50% S.F./lot
Total Area Required	79800 S.F.
or	1.83 acres

Total Soils Area Required (Land Application + Reserve)

239400 s.f.	5.50 acres
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Effluent Storage

Tennessee Department of Environment and Conservation (TDEC) require 24 hours of storage volume for drip dispersal. With drip dispersal as the effluent disposal, the project would not be required to have additional effluent storage unlike spray irrigation.

In addition, we will provide a 10-day holding storage pond for additional wastewater capacity for emergencies.

Recirculating Media Filter wastewater treatment: (Effluent flow 39,900gpd)

1. **Domestic Wastewater Flow (39,900gpd)**

20,000-gal Primary Tank
20,000-gal Equalization / Aeration Tank
2-36/20 Bioclere Units in Parallel
3,000-gal Final Dose Tank
Ultraviolet Disinfection Building

8.0 Nature and Type of System

The existing wastewater treatment consist of 20,000-gal primary tank, 20,000-gal equalization / aeration tank, 2-(36/20 Bioclere Units), 3,000-gal final dose tank, and ultraviolet disinfection building. The land application area includes 9 drip dispersal zones @ ~4,150 LF per zone (existing installed 38,201 LF). In addition, this site will contain reserve area approximately 1.83 acres. Drip dispersal is designed for 39,900 gpd.

The waste solids stay in the primary tank and are to be pumped out as needed. The wastewater is then collected from Littlebury Subdivision via 8” gravity sanitary sewer lines along with a pump station that will pump effluent to the primary tank. The effluent will first enter the equalization / aeration tank for the initial wastewater treatment then to the bioclere units for polishing ultimately pumped to the dosing tank. The effluent is then pumped from the final dose tanks through ultraviolet disinfection. Once disinfection has taken place, the effluent is pumped to suitable land for underground drip dispersal for land application for the final treatment of the wastewater.

Recirculating Media Filter wastewater treatment: (Effluent flow 39,900gpd)

1. **Domestic Wastewater Flow (39,900gpd)**

- 20,000-gal Primary Tank
- 20,000-gal Equalization / Aeration Tank
- 2-36/20 Bioclere Units in Parallel
- 3,000-gal Final Dose Tank
- Ultraviolet Disinfection Building

LEVI GRANTHAM-LITTLEBURY DEVELOPMENT AGREEMENT

THIS LEVI GRANTHAM-LITTLEBURY DEVELOPMENT AGREEMENT (the "Levi Grantham-Littlebury Development Agreement") made as of the 7th day of April, 2022 (the "Effective Date"), by and between **LEVI GRANTHAM, LLC**, a Delaware series limited liability company ("Levi Grantham") **LITTLEBURY DEVELOPMENT COMPANY, LLC**, a Tennessee limited liability company ("Littlebury"), and **THE TOWN OF THOMPSON'S STATION, TENNESSEE** ("Thompson's Station").

WITNESSETH:

WHEREAS, Littlebury is the developer of certain real property located in Thompson's Station, which property is generally shown in the Sewer Capacity Assignment (as defined below and attached hereto as **Exhibit B** and incorporated herein) (the "Littlebury Property");

WHEREAS, Levi Grantham is or will be the owner of certain real property generally shown in the Sewer Capacity Assignment (as defined below and attached hereto as **Exhibit B** and incorporated herein) (the "Levi Grantham Property");

WHEREAS, Littlebury entered into that certain "Development Agreement for Littlebury" with the Thompson's Station dated October 21, 2019 (the "Littlebury Development Agreement") pursuant to which the Town approved the construction by Littlebury of a bioclere system providing sewer taps and related improvements for sanitary sewer facilities to be owned and operated by the Town (collectively the "Littlebury S.T.E.P. System"). A copy of the Littlebury Development Agreement is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, Littlebury and Levi Grantham entered into that certain "Agreement to Assign Sewer Capacity" (the "Sewer Capacity Assignment") dated September 7, 2021, pursuant to which Littlebury has agreed to assign the rights to forty-two (42) of the sewer taps approved for use of the Littlebury S.T.E.P. System (the "Sewer Taps") to Levi Grantham for its use in the development of the Levi Grantham Property. A copy of the Sewer Capacity Assignment is attached hereto as **Exhibit B** and incorporated herein;

WHEREAS, use of the Sewer Taps by Levi Grantham requires approval by Thompson's Station;

WHEREAS, use of the Sewer Taps by Levi Grantham requires approval of plans and obtaining permits to construct a force main to be located under Critz Lane and to extend approximately 1050 feet within the right-of-way of Pantall Road to carry effluent from the homes to be developed on the Levi Grantham Property for treatment in the Littlebury S.T.E.P. System (the "Force Main") as generally shown in the Sewer Capacity Assignment (as defined above and attached hereto as **Exhibit B** and incorporated herein);

WHEREAS, to the extent that the State Operating Permit for the Littlebury S.T.E.P. System is required to be modified, supplemented and/or amended by TDEC in order for the Sewer Taps to be made available for use by Levi Grantham, then Littlebury and Thompson's Station will undertake to obtain the requisite modification, supplementation and/or amendment of the State Operating Permit by TDEC;

WHEREAS, Thompson's Station, Littlebury and Levi Grantham all desire to enter into this Levi Grantham-Littlebury Development Agreement to confirm and memorialize the terms of Levi Grantham's use of the Sewer Taps for the Levi Grantham Property, pursuant to the Littlebury Development Agreement and the Sewer Capacity Assignment;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and are material terms of this Levi Grantham-Littlebury Development Agreement.

The Sewer Tap Use by Levi Grantham. Levi Grantham shall have the right to use the Sewer Taps, pursuant to the terms of the Sewer Capacity Assignment (as defined above and attached hereto as **Exhibit B** and incorporated herein). To the extent that the State Operating Permit for the Littlebury S.T.E.P. System is required to be modified, supplemented and/or amended by TDEC in order for the Sewer Taps to be made available for use by Levi Grantham, then Littlebury and Thompson's Station will undertake to obtain the requisite modification, supplementation and/or amendment of the State Operating Permit by TDEC.

2. Approval and Consent by Thompson's Station. This Levi Grantham-Littlebury Development Agreement shall constitute the express approval and consent by Thompson's Station as to Levi Grantham's use of and access to the Sewer Taps under Sewer Capacity Assignment (as defined above and attached hereto as **Exhibit B** and incorporated herein) and the Littlebury Development Agreement is attached hereto as **Exhibit A** (as defined above and attached hereto as **Exhibit B** and incorporated herein). No further approval or consent by Thompson's Station shall be required for Levi Grantham's use of and access to the Sewer Taps as provided for herein. No compensation by Levi Grantham shall be owed to Thompson's Station and/or Littlebury, except as expressly provided for under Sewer Capacity Assignment (as defined above and attached hereto as **Exhibit B** and incorporated herein). To the extent there is any conflict between the terms of the Sewer Capacity Assignment and the Littlebury Development Agreement concerning Levi Grantham's access to and/or use of the Sewer Taps, the terms of the Sewer Capacity Assignment shall control. All compensation related to Levi Grantham's access to and use of the Sewer Taps hereunder or otherwise required to be paid to Thompson's Station, if any, shall be paid by Littlebury and not by Levi Grantham.

3. Authority. Each respective individual executing this Levi Grantham-Littlebury Development Agreement on behalf of its respective party represents and warrant that he or she has the authority to bind that respective party and that he or she has the power and authority to enter into this Levi Grantham-Littlebury Development Agreement and to consummate the transaction provided for herein without further approval or consent required.

4. Assignment by Levi Grantham. Levi Grantham may assign Levi Grantham's rights hereunder to any other entity or entities controlled by Edward M. Terry or to an equity venturer (collectively, an "Assignee"). Principals of Levi Grantham are licensed real estate brokers or agents and may be principals in an Assignee. If such assignment is made, then the applicable sales contemplated by this Assignment Agreement shall be consummated in the name of and by the authorized officials of any such Assignee, and Littlebury and Thompson's Station shall look solely to such Assignee for the performance and discharge of all the obligations and liabilities of Levi Grantham hereunder.

5. Entire Agreement. This Levi Grantham-Littlebury Development Agreement constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein, and it supersedes all prior understandings or agreements between the parties. If any provision of this Levi Grantham-Littlebury Development Agreement shall be any reason and to any extent be invalid or unenforceable, the remainder of this Levi Grantham-Littlebury Development Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6. Successors and Assigns. This Levi Grantham-Littlebury Development Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

7. Counterparts. This Levi Grantham-Littlebury Development Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Levi Grantham-Littlebury Development Agreement may be delivered by facsimile or electronically, in PDF or similar format, and such copies shall be deemed an original for all purposes.

8. Notice. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing, which may be delivered via e-mail or delivered by either a personal delivery service with charges therefor billed to shipper or by a nationally recognized overnight delivery service with charges therefor billed to shipper (either of which shall be deemed given and received upon delivery). If sent by e-mail, a notice shall be deemed given when such e-mail is transmitted to the e-mail notice address specified below and shall be deemed received on that same day unless given after 6:00 p.m. in the receiving location, in which case such receipt shall be the next business day. Any notice not deliverable shall be deemed received on the first date of attempted delivery. Any notices under this Levi Grantham-Littlebury Development Agreement may be given by or to the respective attorneys listed below.

Levi Grantham: Levi Grantham, LLC
572 Savannah Hwy
Charleston, South Carolina 29407
Attention: Edward M. Terry
Telephone: (843) 573-9635
Email: t.terry@crescenthomes.net

With a copy to: Levi Grantham, LLC
101 Forrest Crossing, Suite 107
Franklin, Tennessee 37064
Attention: Mark Nosal
Telephone: (615) 472-1823
Email: mark.nosal@crescenthomes.net

With a copy to: Joshua R. Denton, Esq.
Frost Brown Todd LLC
150 Third Avenue South, Suite 1900
Nashville, Tennessee 37201
Telephone: (615) 430-6444
Email: jdenton@fbtlaw.com

Littlebury: Littlebury Development Company, LLC
P.O. Box 764
Fairview, Tennessee 37062
Attention: Tony Cavender
Telephone: (615) 218-5569
Email: cavenderm@bellsouth.net

With a copy to: Tom N. Jones, Attorney
39 Main Street
Franklin, Tennessee 37064
Telephone: (615) 794-0807
Email: tjones@tnjones.com

Town of Thompson's
Station: Mayor Cory Napier
Town of Thompson's Station
P.O. Box 100
Thompson's Station, TN 37179
Telephone: (615) 504-8425
Email: cnapier@thompsons-station.com

With a copy to: Mr. Kirk Vandivort
Reynolds, Potter, Ragan & Vandivort, PLC
210 East College Street
Dickson, TN 37055
Telephone: (615) 446-2221
Email: kvandivort@rprvlaw.com

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is entered into and made effective as of the date of the last signature as indicated on the signature page hereto (the “Effective Date”), by and between Littlebury Development Company, LLC, a Tennessee limited liability company (“Littlebury”), with an address of 7123 Crossroads Blvd. #E, Brentwood, Tennessee 37027, and the Town of Thompson’s Station, Tennessee, with an address of 1550 Thompson’s Station Road West, Thompson’s Station, Tennessee 37179 (the “Town”) (Littlebury and the Town are hereinafter sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

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

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

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

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

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

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

1. The Parties do incorporate by reference herein, **Exhibit A** attached hereto, which is the proposed timeline for consideration upon the election by the Town and the rights and responsibilities of the Parties, based upon that election.
2. Further, the following general and specific conditions shall be applicable between the Parties:

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

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


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

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

LITTLEBURY:

LITTLEBURY DEVELOPMENT
COMPANY, LLC


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

By: 
Name: DR. J. P. WOODS
Its: VP OF OPERATIONS

Date of Execution: October 21st, 2019

THE TOWN:

THE TOWN OF THOMPSON'S
STATION, TENNESSEE

By: 
Name: GAYLE CARTER
Its: MAYOR

Date of Execution: October 8, 2019

Regina Fowler
Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Mark Vanduoff
Town Attorney

EXHIBIT A

(Next Page)

EXHIBIT A TO THE LITTLEBURY MEMORANDUM OF UNDERSTANDING (MOU)

PHASE I (32 lots)

Sewer election date: March 31st, 2020

Estimated phase delivery date: July 31st, 2020

IF ELECTION IS "BIOCLERE" BY THE TOWN (no later than March 31st):

- Infrastructure will be constructed by Littlebury for potential connection to regional system via Bridgemore Village manhole on Pantall Road.
- Once Bioclere system is installed by Developer, the Town will inspect the system. If the system meets all of the Town's requirements and is deemed acceptable, the Town will assume ownership of the system (including drip fields) upon conveyance of the system to the Town by Developer pursuant to the terms provided herein.. No connections are to be made to the system until the system is accepted by the Town and placed into operation.
- The first house is anticipated to come on-line at the end of 2020. On the date that the Bioclere is accepted by the Town, Developer shall provide the Town with a bond in an amount equal to the current sewer impact fee times the number of lots represented on the final plat for the phase being developed. For example, the Developer, would currently post a bond for \$195, 200 (equal to sewer fees for 32 lots @ \$6100 ea per LDO). The bond shall be maintained until the sooner of connection of Phase 1 to the regional treatment facility or one (1) year after completion of the final phase of the development. If, at one year after the completion of the development the Bioclere system is not decommissioned and is still operational, the bond amount will be refunded to developer in full. If at any time during the development of Littlebury and for one year after the completion of the development, the Town elects to decommission the Bioclere system and have phase I tied to regional system, the Town will retain the full bond amount.

IF ELECTION IS "TO TIE TO REGIONAL SYSTEM" BY THE TOWN (if determined by March 31st):

- Sewer development fees paid in full by Littlebury for phase I (32 lots) per LDO guidelines and time frames.
- All sewage will be sent from the on-site pump station to the manhole at Bridgemore Village along Pantall Road.
- All homes will be required to pay tap fees per Land Development Ordinance.
- Drip fields donated to the Town by Littlebury.

PHASE II (37 lots)

Sewer election date: March 31st, 2021

Estimated phase delivery date: July 31st, 2021

*NOTE: The Town will consider the Bio-Clere system on a phase by phase basis as may be determined by the Town as subject to and conditioned on and to the availability of capacity for treatment of wastewater and sewer.

IF ELECTION IS "BIOCLERE" BY THE TOWN (no later than March 31st):

- An additional treatment tank will be installed by developer (Littlebury) for treatment of phase II and connection to existing Bio-Clere system shall be permissible by the Town.
-
- Once the system improvements are installed by Developer, the Town will inspect the system. If the system improvements meet all of the Town's requirements and is deemed acceptable, the Town will assume ownership of the system (including drip fields) upon conveyance of the system to the Town by Developer. No connections are to be made to the system until the system is accepted by the Town and placed into operation.
- On the date that Bioclere expansion is accepted by the Town, the Developer (Littlebury) Developer shall provide the Town with a bond in an amount equal to the current sewer impact fee times the number of lots represented on the final plat for the phase being developed. For example, the Developer, would currently post a bond for \$225,700 (equal to sewer fees for 37 lots @ \$6100 ea per LDO).. The bond shall be maintained until the sooner of connection of Phase 2 to the regional treatment facility or one (1) year after completion of the final phase of the development. . If, at one year after the completion of the development the Bioclere system is not decommissioned and is still operational, the bond amount will be refunded to developer in full. If at any time during the development of Littlebury and for one year after the completion of the development the Town elects to decommission the Bioclere system and have phase II tied to regional system, the Town will retain the full bond amount.

IF ELECTION IS "TO TIE TO REGIONAL SYSTEM" BY THE TOWN (if determined by March 31st):

- Sewer development fees paid in full by Littlebury for phase II (37 lots) per LDO guidelines and time frames.
- All sewage will be sent from the on-site pump station to the manhole at Bridgemore Village along Pantall Road.
- All homes will be required to pay tap fees per Land Development Ordinance.

PHASE III (22 lots)

Sewer election date: March 31st, 2022

Estimated phase delivery date: July 31st, 2022

*NOTE: The Town will consider the Bio-Clere system on a phase by phase basis as may be determined by the Town as subject to and conditioned on and to the availability of capacity for treatment of wastewater and sewer.

IF ELECTION IS "BIOCLERE" BY THE TOWN (no later than March 31st):

- An additional treatment tank will be installed by Developer (Littlebury) for treatment of phase III and connection to existing Bio -Clere system shall be permissible by the Town.
- Once the system improvements are installed by Developer, the Town will inspect the system. If the system improvements meet all the Town's requirements and is deemed acceptable, the Town will assume ownership of the system (including drip fields) upon conveyance of the

system to the Town by Developer. No connections are to be made to the system until the system is accepted by the Town and placed into operation.

-
- The first house is anticipated to come online at the end of 2022. On the date that the system expansion is accepted by the Town, Developer (Littlebury) shall provide the Town with a bond in an amount equal to the current sewer impact fee times the number of lots represented on the final plat for the phase being developed. For example, the Developer, would currently post a bond for \$134,200. (equal to sewer fees for 22 lots @ \$6100 ea per LDO) . The bond shall be maintained until the sooner of connection of Phase 3 to the regional treatment facility or one (1) year after completion of the final phase of the development. If, at one year after the completion of the development the Bioclere system is not decommissioned and is being used by the Town to provide wastewater service, the bond amount will be refunded to developer in full. If at any time during the construction of Phase 3 and through the 1 year period post construction period the Town elects to decommission the Bioclere system and have phase III tied to regional system, the Town will retain the full bond amount.

IF ELECTION IS "TO TIE TO REGIONAL SYSTEM" BY THE TOWN (if determined by March 31st):

- Sewer development fees paid in full by Littlebury for phase III (22 lots).
- All sewage will be sent from the on-site pump station to the manhole at Bridgemore Village along Pantall Road.
- All homes will be required to pay tap fees per Land Development Ordinance.

If the Town fails to timely elect between the Bioclere system and tie-in to the regional system, the Town shall be deemed to have elected and approved the Bioclere system.

*IF AT ANY POINT THE CHOICE IS TO TIE TO REGIONAL SYSTEM, THEN THE TOWN WILL EVALUATE AND DETERMINE THE APPROPRIATENESS AND NECESSITY OF FURTHER INSTALLATION OF THE BIO-CLERE SYSTEM. . WHEN THE DETERMINATION BY THE TOWN IS TO TIE IN TO THE REGIONAL SYSTEM, ALL FEES WILL BE PAID IN FULL PER LAND DEVELOPMENT ORDINACE. DRIP FIELDS WILL BE DONATED TO THE TOWN.

EXHIBIT B

AGREEMENT TO ASSIGN SEWER CAPACITY

THIS AGREEMENT TO ASSIGNMENT SEWER CAPACITY (this "Agreement") made as of the 7th day of September, 2021 (the "Effective Date"), by and between LEVI GRANTHAM, LLC, a Delaware series limited liability company ("Levi Grantham") and LITTLEBURY DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company ("Littlebury").

WITNESSETH:

WHEREAS, Levi Grantham is or will be the owner of certain real property generally shown on Exhibit "A" attached hereto and incorporated herein (the "Levi Grantham Property");

WHEREAS, Littlebury is the developer of certain real property generally shown on Exhibit "B" attached hereto and incorporated herein (the "Littlebury Property");

WHEREAS, Littlebury entered into that certain "Development Agreement for Littlebury: All Phases – Lots 1 – 91" with the Town of Thompson's Station, Tennessee, (the "Town") dated October 21, 2019 (the "Development Agreement") pursuant to which the Town approved the construction by Littlebury of a bioclere system providing 91 sewer taps and related improvements for sanitary sewer facilities to be owned and operated by the Town (collectively the "Littlebury S.T.E.P. System");

WHEREAS, Littlebury has agreed to assign the rights to forty-two (42) of the sewer taps approved for use of the Littlebury S.T.E.P. System (the "Sewer Taps") to Levi Grantham for its use in the development of the Levi Grantham Property;

WHEREAS, use of the Sewer Taps by Levi Grantham requires approval of plans and obtaining permits to construct a force main to be located under Critz Lane and to extend approximately 1050 feet within the right-of-way of Pantall Road to carry effluent from the homes to be developed on the Levi Grantham Property for treatment in the Littlebury S.T.E.P. System (the "Force Main") as generally shown on Exhibit "C" attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Review Period. Levi Grantham shall have sixty (60) days following the Effective Date (such period being herein referred to as the "Review Period"), to (a) perform its due diligence with respect to the Littlebury S.T.E.P. System, (b) obtain the written approval of the Town with respect to the assignment of the Sewer Taps, and (c) to obtain such permits and approvals as necessary to construct the Force Main and other on and off site improvements necessary to connect to and tie into the Littlebury S.T.E.P. System for the benefit of the Levi Grantham Property. If for any reason, Levi Grantham is not satisfied with its review of the Littlebury S.T.E.P. System or believes that approvals and permits are not forthcoming from the Town for the development of the Levi Grantham Property according to its plans therefor, then Levi Grantham may terminate this Agreement by notice to Littlebury.

2. Assignment Fee. At Closing, as hereinafter defined, Levi Grantham agrees to pay Littlebury Six Hundred Fifty-One Thousand and No/100 Dollars (\$651,000.00; the "Assignment Fee") for assignment of the Sewer Taps (based upon a per tap price of \$15,500.00), including the right to connect to and use the S.T.E.P. System, as defined herein.

3. Closing. The Closing shall be consummated by the execution and delivery of an assignment agreement from Littlebury assigning all of its right, title and interest in and to the Sewer Taps to Levi Grantham upon receipt by Littlebury of the Assignment Fee on or before the later of:

(i) the date that is thirty (30) days after the end of the Review Period, or (ii) thirty (30) days following the satisfaction of any applicable contingencies set forth in this Agreement.

4. Access. Within five (5) business days following request by Levi Grantham, Littlebury shall obtain such rights of entry and/or easements from the homeowner's association or other entity as appropriate to allow Levi Grantham access to tie into the Littlebury S.T.E.P. system at the entrance to Littlebury from Pantall Road (the "Right of Entry"). Levi Grantham shall restore the surface of any disturbed areas to substantially the same condition as immediately prior to connecting to the Littlebury S.T.E.P. System.

5. Contingencies. The obligation of Levi Grantham to consummate the transaction contemplated under this Agreement is contingent upon satisfaction of the following conditions on or before Closing (the "Contingencies");

- a. Receipt by Levi Grantham of permits and approvals as necessary to construct the Force Main and related improvements from the Town and any other applicable permitting authority;
- b. Receipt by Levi Grantham of the Right of Entry in a form reasonably satisfactory to Levi Grantham; and
- c. Closing by Levi Grantham on the purchase of the Levi Grantham Property.

If the contingencies set forth in this Paragraph are not satisfied as of Closing, then Levi Grantham, at its option, may terminate this Agreement by delivering written notice thereof to Littlebury, or as evidenced by written notice to Littlebury, the Closing may be extended for a period or periods of time not to exceed a total of ninety (90) days until all such contingencies are satisfied. Nothing in this Agreement shall prevent Levi Grantham from waiving the contingencies and proceeding to Closing upon not less than three (3) business days' notice to Littlebury.

6. Authority. The individual executing this Agreement on behalf of Littlebury represents and warrants to Levi Grantham that such person has the authority to bind Littlebury and that Littlebury has the power and authority to enter into this Agreement and to consummate the transaction provided for herein without the approval or consent of any other party except for the Town.

7. Authority. The individual executing this Agreement on behalf of Levi Grantham represents and warrants to Littlebury that such person has the authority to bind Levi Grantham and that Levi Grantham has the power and authority to enter into this Agreement and to consummate the transaction provided for herein without the approval or consent of any other party except for the Town.

8. Notice. All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing, which may be delivered via e-mail or delivered by either a personal delivery service with charges therefor billed to shipper or by a nationally recognized overnight delivery service with charges therefor billed to shipper (either of which shall be deemed given and received upon delivery). If sent by e-mail, a notice shall be deemed given when such e-mail is transmitted to the e-mail notice address specified below and shall be deemed received on that same day unless given after 6:00 p.m. in the receiving location, in which case such receipt shall be the next business day. Any notice not deliverable shall be deemed received on the first date of attempted delivery. Any notices under this Agreement may be given by or to the respective attorneys listed below.

Levi Grantham: Levi Grantham, LLC
572 Savannah Hwy
Charleston, South Carolina 29407
Attention: Edward M. Terry
Telephone: (843) 573-9635
Email: t.terry@crescenthomes

With a copy to: Levi Grantham, LLC
101 Forrest Crossing, Suite 107
Franklin, Tennessee 37064
Attention: Mark Nosal
Telephone: (615) 472-1823
Email: mark.nosal@levigrantham.com

With a copy to: LevickRoth
999 Peachtree Street, NE
Suite 855
Atlanta, Georgia 30309
Attention: Suzan E. Roth, Esq.
Telephone: (404) 201-7841
Email: sroth@levickroth.com

Littlebury: Littlebury Development Company, LLC
P.O. Box 764
Fairview, Tennessee 37062
Attention: Tony Cavender
Telephone: (615) 218-5569
Email: cavenderm@bellsouth.net

With a copy to: Tom N. Jones, Attorney
39 Main Street
Franklin, Tennessee 37064
Telephone: (615) 794-0807
Email: tjones@tnjones.com

9. Assignment by Levi Grantham. Levi Grantham may assign Levi Grantham's rights hereunder to any other entity or entities controlled by Edward M. Terry or to an equity venturer (collectively, an "Assignee"). Principals of Levi Grantham are licensed real estate brokers or agents and may be principals in an Assignee. If such assignment is made, then the applicable sales contemplated by this Assignment Agreement shall be consummated in the name of and by the authorized officials of any such Assignee, and Littlebury shall look solely to such Assignee for the performance and discharge of all the obligations and liabilities of Levi Grantham hereunder.

10. Entire Agreement. This Assignment Agreement constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein, and it supersedes all prior understandings or agreements between the parties. If any provision of this Assignment Agreement shall be any reason and to any extent be invalid or unenforceable, the remainder of this Assignment Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

11. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

12. Counterparts. This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile or electronically, in PDF or similar format, and such copies shall be deemed an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the day and year first above written.

LEVI GRANTHAM:

LEVI GRANTHAM, LLC, a Delaware series limited liability company

By: Edward M. Terry
Edward M. Terry, President

LITTLEBURY:

LITTLEBURY DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company

By: TJL
Name: Tony J. Cavender
Title: _____

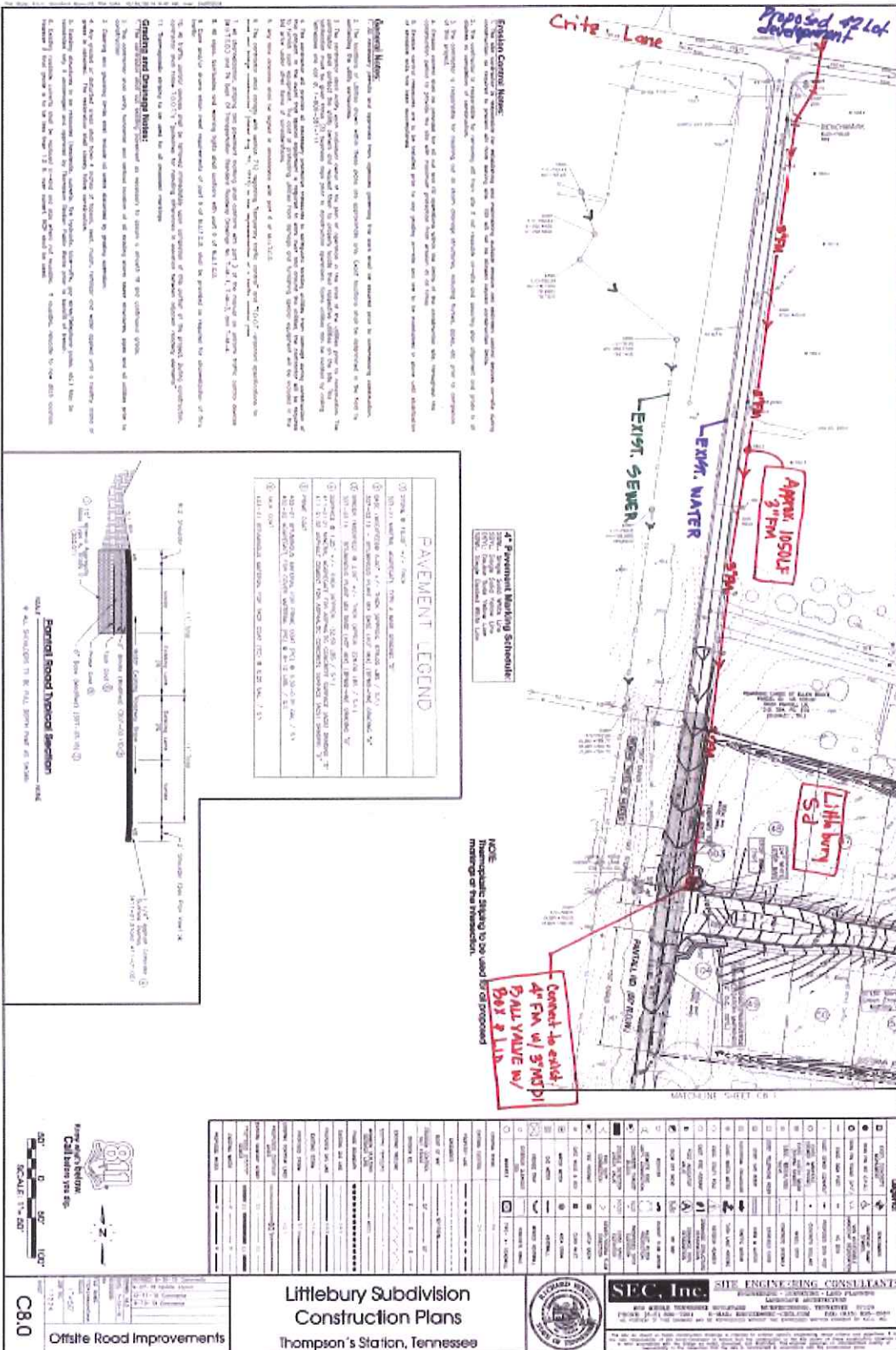
EXHIBIT "A"
Levi Grantham Property



EXHIBIT "B"
Littlebury Property



EXHIBIT "C" Force Main



Thompson's Station, Tennessee

Utility Board Meeting

April 20, 2022



Bridgemore I/I Update

- Bidding documents were revised and finalized.
 - Bid advertisement is underway.
 - Bid opening is currently scheduled for April 26.
-

Regional Plant Project Update

- TDEC has finalized SOP permit.
 - Public meeting documentation has been submitted to SRF.
 - FONSI and public meeting documentation is being internally reviewed by TDEC/SRF.
-

Hwy 31 Pump Station and Force Main Update

- Updates have been made to the pump station layout based on input from Town staff and church representatives.
 - Further coordination ongoing with church representatives.
-

Capacity Reservation Update



- Officially Reserved: 948,000 gallons per day

Development Info			Status	
ID	Name	Requested Load (gpd)	BOMA Approval	Officially Reserved (gpd)
1	Reliford Home	250	X	250
2A	Tollgate Village - Sec. 18B	78,000	X	78,000
3	Moon Property	47,500		
4	Tollgate Village - Sec. 16B	17,250	X	17,250
5	Parsons Valley	88,250	X	88,250
6	Reliford Home - Pantall Rd	250	X	250
9	Anson Property	500	X	500
10	Street Scaping	500		
11	Twice Daily	3,000		
12	A1 Home Builders, Inc	3,000		
13	2752 Critz Lane	1,500		
14	4561 Columbia Pike	32,040		
15	2752 Thompson Station Rd E	1,750		
16	Connection Hill Church	1,600		
Total		275,390		184,500



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Thank You!

