

RESOLUTION 17-05

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING PLAT FOR THE CROSSING SOUTH EXTENSION PHASE 1 SECTION 1

WHEREAS, Developer Turnberry Land Company, LLC. has a recorded Final Plat for The Crossing South Extension Phase 1 Section 1 in Maury County Plat Book P21, Page 23; and

WHEREAS, said Plat shows public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Paragraph 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

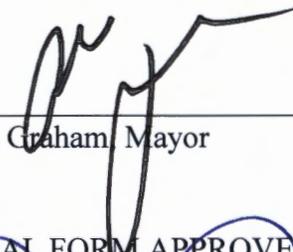
WHEREAS, on January 9, 2017, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for The Crossing South Extension Phase 1 Section 1 be accepted; and

WHEREAS, completion of all requirements and release of the maintenance bond will close out the performance agreement between Turnberry Land Company, LLC and the City of Spring Hill entered into on October 15, 2013; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

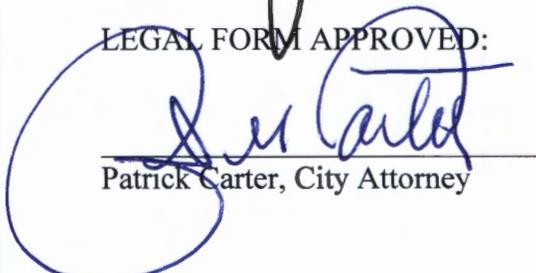
NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within The Crossing South Extension Phase 1 Section 1 as shown on the recorded plat is hereby approved.

Passed and adopted this 17th day of January, 2017.



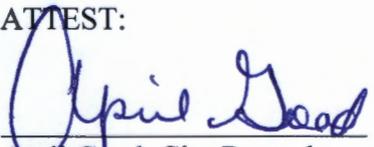
Rick Graham, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

ATTEST:



April Goad, City Recorder

**RESOLUTION 17-01 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO RELEASE THE MAINTENANCE BOND FOR
THE CROSSINGS SOUTH EXTENSION PHASE 1 SECTION 1**

WHEREAS, a Maintenance Bond is currently in place for said development; and

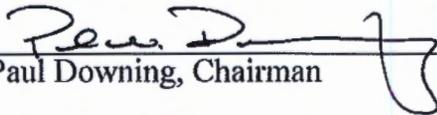
WHEREAS, the existing Letter of Credit, considered a “maintenance surety” based on current subdivision regulations, guaranteed that the following improvements, which may include but not be limited to, sidewalks, curbs and streets with asphalt base course, would be constructed as per the approved design and function properly; and

WHEREAS, to date, the improvements noted heretofore have been constructed and have been functioning properly for a minimum period of twelve (12) months; and

WHEREAS, it is the recommendation of the City Engineer that the Maintenance Bond for The Crossings South Extension Phase 1 Section 1 in the amount of \$41,651.40 be released.

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that release of the Maintenance Bond for The Crossings South Extension Phase 1 Section 1 in the amount of **\$41,651.40** is hereby approved

Passed and adopted this 9th day of January, 2017


Paul Downing, Chairman


John Baughman, Secretary

**FORM FOR OFFER OF
IRREVOCABLE DEDICATION**

AGREEMENT made this ___ day of _____ 20___, by and between the City of Spring Hill a municipal corporation, having its office and place of business at 199 Town Center Parkway, Spring Hill, Tennessee, hereinafter designated as the "City" and Jumbo Land Company LLC, a LLC, having its office and place of business at 415 Church Street Unit 1415 hereinafter designated as the "developer". Nashville TN 37219

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled Crossing South Extension dated 2/18/16 and prepared by O'Leary + Assoc and

WHEREAS, said plat designates certain public improvements consisting of Roads, Right of Way, water lines, sewer lines, storm drain and sidewalks to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Spring Hill Planning Commission and the City; and

WHEREAS, the Developer, simultaneously herewith, shall post a performance surety with the City for the construction, maintenance, and dedication of said improvements, if required;

WHEREAS, the Developer is desirous of offering for dedication the said improvements and land to the City more particularly described in Schedule plat attached hereto;

WHEREAS, the Developer has delivered Documents or Deeds of conveyance to the city for the said land and improvements as described herein;

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

- A. The Developer herewith delivers to the City Documents or Deeds of conveyance for the premises described in Schedule plat attached hereto, said delivery being a formal offer of dedication to the City until the acceptance or rejection of such offer of dedication by the City.
- B. The Developer agrees that said formal offer of Dedication is irrevocable and can be accepted by the City at any time.
- C. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the performance surety and the requirements of the Spring Hill Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the City with respect thereto and, upon acceptance by the City of the offer of dedication, furnish to the City a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the City a check for all necessary fees and taxes to record the Documents heretofore delivered.

- D. That this irrevocable offer of dedication shall run with land and shall be binding on all assigns, guarantees, successors, or heirs of the Developer.
- E. The City by action of the Board of Mayor and Aldermen on the ____ day of _____, 20__, accepted the infrastructure as presented in the offer of dedication and directed the governmental representative to sign the offer of dedication on behalf of the City

Developer Company Name:

Team Sherry Land Company LLC

01/09/17 20__
Date

[Signature]
Developer Signature



(CORPORATE SEAL)

ATTEST: April Head

FOR THE CITY OF SPRING HILL:

BY: [Signature]
Signature

January 17, 2017

Printed Name

ACKNOWLEDGEMENT:
COPARTNERSHIP

STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

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

CORPORATE

STATE OF TENNESSEE

(COUNTY OF Maury) SS: _____

On this 9th day of January 2017, before me personally appeared David Duckett, to me known, who, being by me first duly sworn, did depose and say that he resides in _____; that he is the President of Turnberry Land Co. Inc. the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.

Melissa Stahl
INDIVIDUAL





CERTIFICATE OF SATISFACTORY COMPLETION

December 30, 2016

Turnberry Land Company

The Crossing South Extension

Phase 1 Section 1

Development Name: The Crossing South Extension

Phase or Section of Construction: Phase 1 Section 1

Public Improvements: Sidewalks and final topping

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

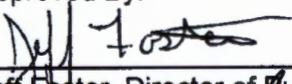
Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

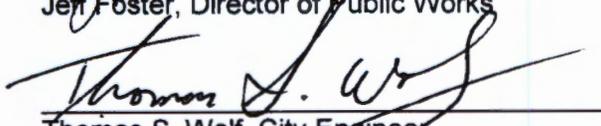
Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.


City of Spring Hill Utility Inspector (signature)

Chris Crumley
Printed name:

Approved By:


Jeff Foster, Director of Public Works


Thomas S. Wolf, City Engineer

199 TOWN CENTER PARKWAY P.O. BOX 789 SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516



LAND

December 14, 2016

City of Spring Hill Planning

Attn: Victor Lay

199 Town Center Parkway
Spring Hill, TN 37174

RE: FINAL Reduction Request for the Crossing Circle Extension

Mr. Lay,

As per the SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT entered into on October 15th, 2013 between the City of Spring Hill and Turnberry Land Company, LLC. Let this letter serve as the formal request for a FINAL bond reduction on the on the following construction items that have been tested and approved by the City of Spring Hill:

B. Improvements pertaining to the provision of Public Asphalt Topping to the Subdivision in the amount of Fifty-nine Thousand Four Hundred Dollars (\$59,400.00), this amount reflecting a ten (10%) increase above construction cost value. The City agrees that the Developer will install the Asphalt Topping as shown in Exhibit A per the following time table: The Asphalt Topping for Lot 1 will be installed just past the detention pond at the time as parking lot of Longhorn Steak House is being applied. The remainder of the Asphalt Topping shall be installed when Carmike Theater/Lot 6 is completing the top coating of their parking lot. The combined Asphalt Topping will constitute 100% completion of the Public Improvements.

NOTE: The Asphalt Topping was installed and approved by the City of Spring Hill on June 19th, 2015 at which time the 1 Year Maintenance Bond took effect. The Maintenance Bond period has since expired as of June 19th, 2016. This requested is for the FULL reduction totaling \$20,790.00. (See attached reference items)

D. Improvements pertaining to the provision of Public Side Walks to the Subdivision in the amount of Forty-two Thousand Nine Hundred Dollars (\$42,900.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that the Developer will be responsible for installing sidewalks on the South side ONLY of the Public Right of Way as shown in Exhibit A. The balance of the sidewalks on the North side of the Public Right of Way shall be installed by the future purchasers of that property and are not in anyway part of this Agreement.

NOTE: The total length of sidewalks on the South side = 1,888 LF and are 100% complete from Carmike Theater to Wine & Spirits, thus completing all obligations under the agreement. This requested is for the FULL reduction totaling \$20,861.40. (See attached reference items)

The combined FINAL TOTAL request for bond reduction is **\$41,651.40**. This amount will be released to Turnberry Land Company LLC along with any and all accrued interest in the joint escrow account. This FINAL request will satisfy all requirements of the SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT between Turnberry Land Company and the City of Spring Hill. The joint escrow account will be closed at completion of this Final Draw.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Puckett', with a stylized flourish at the end.

David M. Puckett
Turnberry Land Company
P: 502-819-1640
davidmpuckett@msn.com

Cc: Rick Graham, Mayor of Spring Hill
Chris Brooks, City of Spring Hill Codes

Subdivision Development Performance Agreement

Turnberry Land Company LLC

Crossings Circle (South)

Total amounts on each line	amount reduced to 35%
Line A. \$126,500.00	\$44,275.00 Completed
Line B. \$59,400.00	<u>\$20,790.00 Completed</u>
Line C. \$38,500.00	\$13,475.00 Completed
Line D. \$42,900.00	<u>\$20,861.40 48.63%</u>
Line E. \$214,500.00	\$75,075.00 Completed
Line F. \$132,000.00	\$46,200.00 Completed
Line G. \$153,450.00	\$53,707.50 Completed
Line H. \$156,750.00	\$54,862.50 Completed
Total \$924,000.00	Remaining Amount <u>\$41,651.40</u>

\$323,400.00 total for
maintenance Bond

\$323,400.00
- \$287,595.00
= \$35,805.00

**\$287,595.00 was approved as a separate Maintenance Bond
by Resolution 14-68 November 10. 2014**



CERTIFICATE OF SATISFACTORY COMPLETION

June 19, 2015

David Puckett

Crossing South

Phase 1 Section1 Final

Development Name: David Puckett

Phase or Section of Construction: Crossing South Phase 1 Section 1 Final

Public Improvements: streets, curbs, detention ponds

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

Wayne Patterson
City of Spring Hill Utility Inspector (signature)

Wayne Patterson
Printed name:

Approved By:

Jeff Foster
Jeff Foster, Director of Public Works

199 TOWN CENTER PARKWAY P.O. BOX 789 SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516

SUBDIVISION DEVELOPMENT PERFORMANCE AGREEMENT

THIS AGREEMENT, entered into this the 15th day of October, 2013, by and between TURNBERRY LAND COMPANY, LLC, a Tennessee Limited Liability Company hereinafter referred to as "Developer", and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the City desires to foster and support economic development within the city limits of the City of Spring Hill, Tennessee; and

WHEREAS, businesses, including, but not limited to Carmike Cinemas ("Carmike"), Longhorn Steakhouse and Jonathan's Grille desire to establish points of service in the Spring Hill business community; and

WHEREAS, the Developer desires to undertake the development of certain real property located in the City of Spring Hill, Maury County, Tennessee, better known as Crossings South Final Plat located at the interchange of Saturn Parkway and US 31 Main Street, hereinafter referred to as "Subdivision"; and

WHEREAS, Developer lacks the requisite funds to establish a typical insurance surety in favor of the City to secure its obligations in completing certain public improvements included in the Crossings South Final Plat; and

WHEREAS, the City and the Developer seek to establish a cash performance account ("Performance Account") with periodic draw downs in the value of the Performance Account reflecting the completion of specific improvements pursuant to this Agreement with said improvements meeting the approval of the City; and

WHEREAS, the funding of the Performance Account is anticipated to be provided by the Developer simultaneously with the closing of Developer's lot (more specifically identified as Lot 6 of Crossings South, Phase 1, Section 1 Final Plat/Subdivision) ("Final Plat") (attached as Exhibit A) sale to Store Capital Acquisitions, LLC, a Delaware limited liability company, ("Store Capital") where Carmike plans to construct a new movie theater; and

WHEREAS, it is further anticipated that simultaneously with the foregoing closing, the Final Plat for the development discussed herein shall be recorded with the Maury County Register of Deeds office.

NOW, THEREFORE,

In and for consideration of the mutual covenants and assurances set forth herein, the Developer and City do hereby agree as follows:

1. Record of Subdivision

The Subdivision intended for development as set forth in the Final Plat shall be recorded in the office of Register of Deeds of Maury County, Tennessee, executed by Turnberry Land Company LLC, the Adams Family, and City of Spring Hill, as property owner(s). This Final Plat has been duly reviewed in preliminary and final form and has been found acceptable for recordation by the City.

2. Improvements to Subdivision

The Developer shall cause the construction and installation of the generally described Improvements to the Subdivision as described on Exhibit B of this Agreement (site and construction plans). These Improvements are depicted in detail on the Final Plat.

3. Schedule of Improvements

The Developer, at his sole expense and responsibility, pursuant to the following Schedule, shall undertake the Improvements cited on Exhibit B of this Agreement:

A. The construction of Public Improvements to the Subdivision shall commence on or after the date of closing and recordation of the Final Plat of the Subdivision in the Clerk's Office of Maury County and shall be substantially completed on or before the expiration of 150 calendar days from the date of closing (see Paragraph 5 hereof).

B. As used herein this Agreement, the term "substantially completed" as applicable to Public Improvements shall mean when the Improvements are completed in construction to a state and condition so as to be eligible for formal submission by the Developer for acceptance, operation and maintenance by the City. The City shall promptly within (10) working days inspect the improvements and notify the Developer of any deficiencies in writing of any such deficiencies. If no deficiencies exist, the agent of the City shall release sixty five percent (65%) of the scheduled construction improvement line item to the Developer upon Planning Commission approval. The Developer shall be responsible for maintaining and operating such Improvements for one year from the date of acceptance of the last Improvement (excluding final pavement topping and sidewalks) required hereunder by City. Submission of such Improvements for acceptance shall be the sole responsibility of the Developer. Acceptance of such Improvements shall be conditioned upon full compliance with all applicable Ordinances, regulations, subregulations, codes, laws, statutes, the final construction plans and Final Plat in the sole discretion of the City. By entry into this Agreement, the Developer understands and agrees to the standards, specifications and conditions under which such Improvements are to be constructed as listed above so as to render such Improvements acceptable to the City and State of Tennessee, in their sole discretion.

4. Establishment of Performance Account

The Developer simultaneously with the closing of the transaction contemplated by this Agreement shall provide Surety to the City in the form of Performance Account from CB&S Bank, which shall only be disbursed to Developer upon the joint signatures of the Developer and the City Administrator or his designee. CB&S Bank's business address is 771 N. Ellington Pkwy., Lewisburg, TN 37091.

5. Closing

The Closing of the Developer's land sale to Store Capital is scheduled to occur on or before **November 12, 2013**. Simultaneously with said closing (and not before or after), the Performance Account provided herein shall be funded in a manner consistent with the terms hereof and the Final Plat shall be recorded with the Register's Office of Maury County, Tennessee. If the closing does not occur on or before **November 12, 2013**, this Agreement shall be void and the Parties shall have no further obligations to each other unless this Agreement is extended in writing by the mutual agreement of the Parties. *WAC*
DPH

6. Performance Account Amount

The Performance Account of Nine Hundred Twenty-four Thousand Dollars (\$924,000.00) shall be divided into the following project subparts, which reflect the construction costs of the Improvements to be undertaken by the Developer, plus a percentage increase of ten percent (10%) for each of the Improvements required by the City:

A. Improvements pertaining to the provision of Public Base and Asphalt Binder Paving to the Subdivision in the amount of One Hundred Twenty-six Thousand Five Hundred Dollars (\$126,500.00), this amount reflecting a 10% increase above construction cost value.

B. Improvements pertaining to the provision of Public Asphalt Topping to the Subdivision in the amount of Fifty-nine Thousand Four Hundred Dollars (\$59,400.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that Developer will install the Asphalt Topping as shown in Exhibit A per the following time table: The Asphalt Topping for Lot 1 will be installed just past the detention pond at the same time as the parking lot of Longhorn Steak House is being applied. The remainder of the Asphalt Topping shall be installed when Carmike Theatre/Lot 6 is completing the top coating of their parking lot. The combined Asphalt Topping will constitute 100% completion of the Public Improvement.

C. Improvements pertaining to the provision of Public Curb and Gutter to the Subdivision in the amount of Thirty-eight Thousand Five Hundred Dollars (\$38,500.00), this amount reflecting a ten percent (10%) increase above construction cost value.

D. Improvements pertaining to the provision of Public Side Walks to the Subdivision in the amount of Forty-two Thousand Nine Hundred Dollars (\$42,900.00), this amount reflecting a ten percent (10%) increase above construction cost value. The City agrees that the Developer will be responsible for installing sidewalks on the South side ONLY of Public Right of Way as shown in Exhibit A. The balance of the sidewalks on the North side of the Public Right of Way shall be installed by the future purchasers of that property and are not way part of this Agreement.

E. Improvements pertaining to the provision of Public Storm Line and Drains to the Subdivision in the amount of Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500.00), this amount reflecting a ten percent (10%) increase above construction cost value.

F. Improvements pertaining to the provision of Detention Ponds to the Subdivision in the amount of One Hundred Thirty-two Thousand Dollars (\$132,000.00), this amount reflecting a ten percent (10%) increase above construction cost value.

G. Improvements pertaining to the provision of Public Sanitary Sewer to the Subdivision in the amount of One Hundred Fifty-three Thousand Four Hundred Fifty Dollars (\$153,450.00), this amount reflecting a ten percent (10%) increase above construction cost value.

H. Improvements pertaining to the provision of Public Water Line to the Subdivision in the amount of One Hundred Fifty-six Thousand Seven Hundred Fifty Dollars (\$156,750.00), this amount reflecting a ten percent (10%) increase above construction cost value.

The combined total amount of the Performance Account for all Improvements specified for the Subdivision equals Nine Hundred Twenty-four Thousand Dollars (\$924,000.00).

Upon acceptance of an individual Improvement, the City shall release sixty-five percent (65%) of the Performance Account attributed to such Improvement line item to the Developer within 30 days of written confirmation of acceptance and subject to Planning Commission approval.

7. Final Release of Performance Account

A. Upon final completion and acceptance of the Improvements pertaining to Public Improvements as set out in Section 6 of this Agreement and the passage of one (1) year following the completion of the last Improvement pursuant to Section 3B of this Agreement, the City shall release the Performance Account to the Developer. For the purpose of final release, the term "acceptance" is deemed to mean when the Improvements are formally accepted by and taken over for operation and maintenance by the City of Spring Hill which is responsible for maintaining and for operating such Improvements upon acceptance. The Developer shall give written notice of completion of all of the Improvements to the City from whom acceptance is required. Within thirty (30) days of receipt of written notice to the Developer that the City has accepted an Improvement(s), the City shall release the Performance Account pertaining to that

Improvement(s) by appropriate written notice to the Developer's Performance Account provider, with copy to the Developer.

B. In cases where the City cites deficiencies in any Improvements that must be corrected before acceptance, the City shall continue to hold Performance Account for a period of 30 days. The City shall notify the Developer in writing of non-receipt of approval and acceptance for completed Improvements and must notify the Developer of any specified defects or deficiencies in the construction of the Improvements. If at the end of this 30-day period such corrective measures have not been undertaken, the City may cause forfeiture of the entire Performance Account, at its discretion. (See Section 8 hereof)

C. It is the intent of the City to operate in good faith and work with the Developer in performance of the terms of this Agreement. The City does hereby covenant that they will perform their obligations (inspections, notices and release of funds from the Performance Account) in a timely manner. The City shall perform their duties in good faith and shall report any deficiencies (if any) as soon as possible to the Developer.

8. Default of Developer/Forfeiture of Performance Account/Remedies

A. The City may cause forfeiture of the balance of the Performance Account without further notice to Developer if the Developer initiates bankruptcy proceedings and/or other insolvency proceedings, fails to pay materialmen, general contractors and/or subcontractors, fails to proceed diligently or otherwise is legally or financially prevented from proceeding with due diligence in construction of the Improvements specified by this Agreement for any reason whatsoever.

B. The City may also cause forfeiture of the balance of the Performance Account when the Developer has failed to achieve substantial completion of the Improvements due to defects after receipt of a thirty (30) day written notice of same from City. For the purposes of this Agreement, the term "defects" shall mean any deficiency in the construction, installation, repair, materials or design of Improvements and related appurtenances, or the failure to appropriately construct or install all such Improvements to the extent required by the Final Plat of the Subdivision or related construction documents. The Developer shall be held responsible for all such defects.

C. The City shall be entitled to exercise any and all legal remedies available to it in its sole discretion in the event of the breach of this Agreement by Developer and shall be entitled to recover its costs and attorney fees from Developer if legal redress is necessary in the sole discretion of the City to enforce the terms and conditions of this Agreement.

9. Agents for City and Developer

The agent of the City for the purposes of this Agreement shall be the City Administrator of Spring Hill, Tennessee, or his designee. The agent for the Developer for the purposes of this Agreement shall be David Puckett or his designee.

10. Further Assurances

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

11. Notices and Communication

All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

Office of City Administrator of Spring Hill, Tn.
199 Town Center Parkway
Spring Hill, TN 37174

The mailing address of the Developer for the purposes of notification requirements of this Agreement shall be:

Turnberry Development, LLC
415 Church Street
Unit 1415
Nashville, Tennessee 37219

12. Non-Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by both Parties.

13. Governing Law

This Agreement shall be construed under and enforced pursuant to the laws of the state of Tennessee.

14. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

15. Severance

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not effect other provisions of this Agreement, which shall remain in full force and effect.

16. Captions

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement

17. Amendment

This Agreement shall be amended only in writing executed by both Parties hereto.

18. Entire Agreement

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. Neither Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

SO AGREED by the undersigned parties as of the date first given.

DEVELOPER:

~~TURNBERG~~ Land Company LLC
By: [Signature] Title: Manager
David M. Puckett

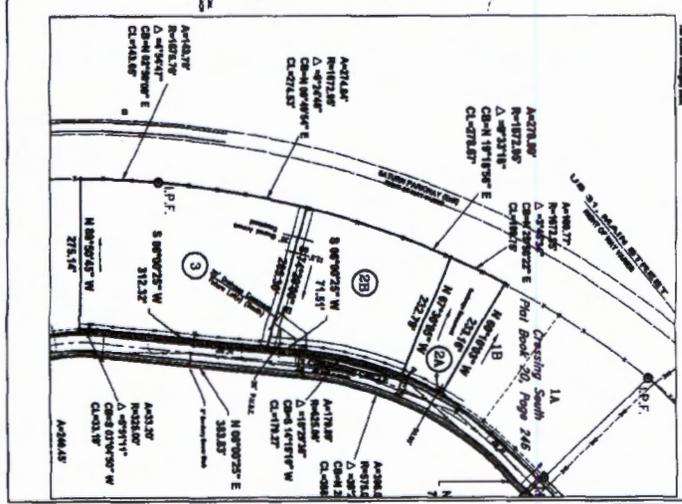
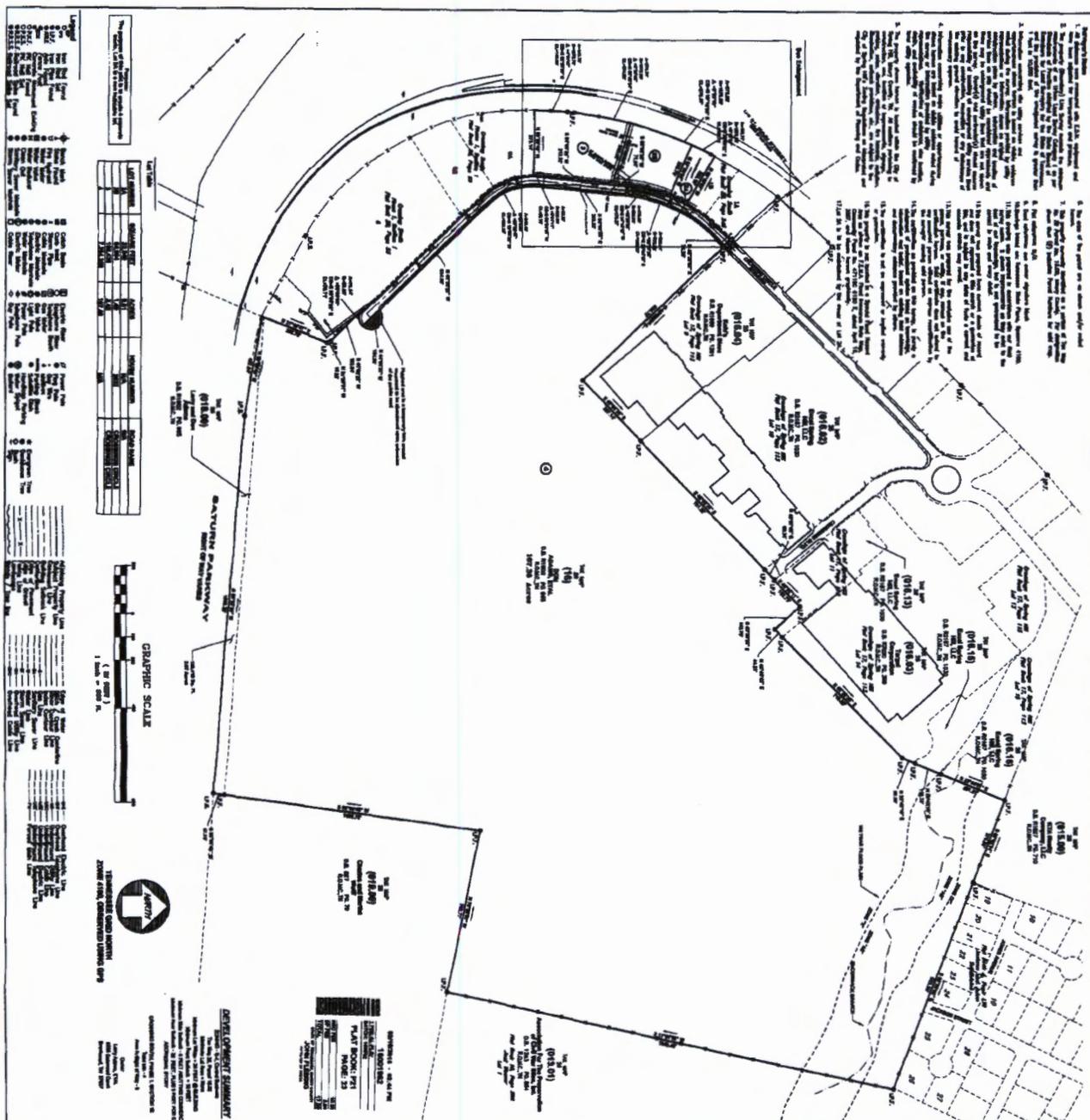
STATE OF Tennessee)
COUNTY/CITY OF Maury)

To -wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid, this Oct. 15, 2013, by and on behalf of Turnberg Land as Developer.

Notary Public Melissa Stahl
My commission expires: 01/24/17





CERTIFICATE OF CONVEYANCE AND DISCLOSURE:

I, the undersigned, being the duly authorized representative of the owner of the above described property, do hereby certify that the information furnished to the Surveyor is true and correct.

CERTIFICATE OF APPROVAL OF ARCHITECT:

I, the undersigned, being the duly authorized representative of the architect, do hereby certify that the information furnished to the Surveyor is true and correct.

CERTIFICATE OF APPROVAL OF ENGINEER:

I, the undersigned, being the duly authorized representative of the engineer, do hereby certify that the information furnished to the Surveyor is true and correct.

CERTIFICATE OF APPROVAL OF SURVEYOR:

I, the undersigned, being the duly authorized representative of the Surveyor, do hereby certify that the information furnished to the Surveyor is true and correct.

CERTIFICATE OF APPROVAL OF PUBLIC OFFICIAL:

I, the undersigned, being the duly authorized representative of the public official, do hereby certify that the information furnished to the Surveyor is true and correct.

CERTIFICATE OF APPROVAL OF LEGAL COUNSEL:

I, the undersigned, being the duly authorized representative of the legal counsel, do hereby certify that the information furnished to the Surveyor is true and correct.

Authorization to Release Performance Account Funds

Release # _____

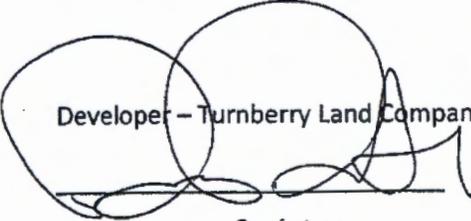
Pursuant to the terms and conditions of the Subdivision Development Performance Agreement (hereinafter referred to as "Agreement") dated October 15, 2013 by and between Turnberry Land Company, LLC (hereinafter referred to as "Developer") and the City of Spring Hill, Tennessee (hereinafter referred to as "City"), we hereby authorize CB & S Bank to release the below amount from the Performance Account # 8140693048 held at CB & S Bank.

We hereby agree that all of required conditions per the Agreement have been met for this release of funds and we agree to hold CB & S Bank harmless for the release of funds. We acknowledge that CB & S Bank has not inspected or approved any of the work.

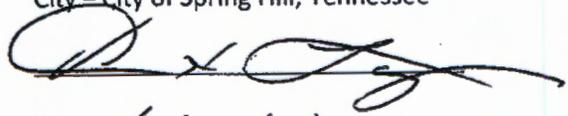
Final Draw to close account

Current Performance Account Balance :	<u>41,775.54</u>
Amount to be released :	<u>41,775.54</u>
Funds to be released :	<u>41,775.54</u>
Date Funds are to be released :	<u>1-19-2017</u>

The undersigned parties represent and warrant that they have the authority to sign this Authorization and that the above statements are true and correct.

Developer - Turnberry Land Company, LLC

By: *DAVID PUCKETT*

Date: 1/18/17

City - City of Spring Hill, Tennessee

By: *Victor H. Lay*
City Administrator

Date: 1/19/17