

**SANITARY SEWER EXTENSION AGREEMENT BETWEEN THE CITY OF
FRANKLIN, REAL ESTATE SOLUTIONS GROUP, LLC
AND CRESCENT HELM, LLC
COF CONTRACT NO 2014-0185**

This agreement (the "Agreement") is entered into by and among the **City of Franklin, Tennessee** (the "City") and **Real Estate Solutions Group, LLC**, a Tennessee limited liability company ("RESG") and **Crescent Helm, LLC**, a Delaware limited liability company ("Helm") on this the _____ day of _____, 2014.

WHEREAS, the City's Board of Mayor and Aldermen approved Resolution 2013-47 entitled "A Resolution Approving a Development Plan for Water's Edge PUD Subdivision, Located at 4413 South Carothers Road, By the City of Franklin, Tennessee" at the September 10, 2013 Franklin Board of Mayor and Aldermen Meeting; and

WHEREAS, the City's Board of Mayor and Aldermen approved Resolution 2013-18 "A Resolution Approving a Development Plan for Helm Square PUD Subdivision, Located at 4419 South Carothers Road, by the City of Franklin, Tennessee" at the June 11, 2013 Franklin Board of Mayor and Aldermen Meeting; and

WHEREAS, Helm and RESG have entered into that certain Cost Sharing Agreement pertaining to the installation of sewer mains serving their respective developments; and

WHEREAS, the City requires that Helm and RESG enter into this Agreement as a condition to proceeding with construction and construction of their respective developments.

NOW THEREFORE, the City, RESG and Helm, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. RESG and Helm agree to construct all sanitary sewer mains as shown in the plans set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Sanitary Sewer Mains"). No changes to these plans shall be allowed without written approval from the City, RESG and Helm.
3. Helm shall not be allowed to start construction of their City/State approved Sanitary Sewer Mains until all offsite easements are recorded at the Williamson County Register of Deeds
4. Helm shall not be allowed to record any plats until a performance agreement has been established for all necessary offsite infrastructure.
5. Helm and the City of Franklin agree that no building permits shall be issued or applied for until the required downstream infrastructure has been installed, tested and accepted by the City of Franklin Water Management Department.
6. RESG and Helm shall be responsible for obtaining and complying with all Local, State and Federal Permits associated with the construction of their developments

7. RESG and Helm agrees to indemnify and hold harmless the City as well as its officials, employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the RESG or Helm, their respective employees, contractors, or any person acting for or on its or their behalf in the performance of the work relating to this Agreement. RESG and Helm further agree that shall liable for the reasonable cost of attorneys for the City in the event such services are necessitated to enforce the terms of this Agreement.
8. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
9. Notices. Any notice provided pursuant to the Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth in the Agreement or such other address as either party may in the future specify in writing to the other.
10. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
11. Precedence. In the event of conflict between this Agreement or any other contract, agreement or other document to which the Agreement may accompany, the provisions of this Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.
12. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The Choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2014.

WITNESS our hands on the dates as indicated.

[SIGNATURE PAGES FOLLOW]

RESG:

REAL ESTATE SOLUTIONS GROUP, LLC, a
Tennessee limited liability company

By: André Jaeckle

Print Name: André JAECKLE

Title: Pres.

Notice Address:

100 Saddle Springs Blvd
Thompsons Station, Tennessee 37179
Attention: Mr. André Jaeckle
Email: ajaeckle@eperformax.com

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said County and State, ANDRE JAECKLE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the PRESIDENT of Real Estate Solutions Group, LLC, the within named bargainor, a limited liability company, and that as such PRESIDENT he/she executed the within instrument on behalf of the limited liability company for the purposes therein contained.

Witness my hand, at Office, this 9th day of OCTOBER, 2014.

[Signature]

Notary Public

My commission expires: MAY 23, 2018



HELM:

CRESCENT HELM, LLC, a Delaware limited liability company

By: Crescent Communities, LLC, a Georgia limited liability company, its Sole Member

By: *T. Keith Glenn*
T. Keith Glenn, its Senior Vice-President

Notice Address: c/o Pearl Street Partners, LLC
205 Powell Place
Brentwood, Tennessee 37027-7525
Attention: Mr. Khris Pascarella
Email: kpscarella@pearlstreetpartners.com

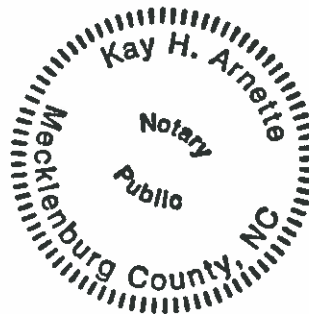
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me, the undersigned, a Notary Public of said County and State, t. Keith Glenn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Crescent Communities, the sole member of Crescent Helm, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Senior Vice President of the sole member executed the within instrument on behalf of the company for the purposes therein contained.

Witness my hand, at Office, this 2nd day of October, 2014.

Kay H. Arnette
Notary Public

My commission expires: 6/28/19



CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

Notice Address: City Hall
109 3rd Ave
Franklin, TN 37064
Attention: Mr. Eric S Stuckey
Email: Eric.Stuckey@franklintn.gov

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney