

COUNTY
STANDARD IMPROVEMENT CONTRACT

THIS AGREEMENT, made and entered into this day of 2016
by and between **SCR BRAVO INVESTMENTS, LLC**, limited liability company,
hereafter called the "DEVELOPER", the County of Shelby, State of
Tennessee, hereafter called the "COUNTY".

WITNESSETH:

WHEREAS, **SCR BRAVO INVESTMENTS, LLC**, is the Owner and Developer of
SPRING CREEK RANCH PD PHASE 8 known as **PD99-306CO**, as reflected on the
attached final plat and located in the County of Shelby, Tennessee,
hereafter known as the Project; and

WHEREAS, the Developer desires to develop the Project; and

WHEREAS, the Developer is required to construct public improvements in
accordance with the Memphis and Shelby County Unified Development Code
and the conditions imposed on this development at their own cost; and

WHEREAS, the County is willing to approve the Project as set out in
Section 2 of Chapter 470 of the Private Acts of the General Assembly
for the Year 1967 and all acts amendatory thereto, and upon conditions
hereinafter set forth.

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

I. GENERAL REQUIREMENTS

1. The Developer shall provide all the improvements within the
Project as required by the Memphis and Shelby County Unified
Development Code (effective January 1, 2011).
2. The Developer shall grant the necessary easements and dedicate
the required rights-of-way across his properties without expense
to the County and waive any claim for damages.
3. a. All easements granted by the Developer, as reflected on the
final plat, shall be specifically reserved for the single
use as noted on the plans.

b. No multi-use easements shall be accepted by the County.
4. The Developer shall perform all work for the Project under this
contract in accordance with plans and plats prepared by the
Developer's engineer and approved by the County Engineer, all of
which are made a part hereof as if copied herein, and in
accordance with the Standards and Standard Construction
Specifications of the City of Memphis and County for all such
work, and all work subject to the approval of the County
Engineer.

5. The Developer shall, upon direction of the County Engineer, include in the planset a traffic control plan prepared by a registered professional engineer. The Developer shall provide and maintain all traffic control devices throughout the applicable portion of the work in accordance with the conditions and special provisions included on the traffic control plan approved by the County Engineer.
6. Any Stub street shall include a barricade and a sign that indicates that (This street is anticipated to extend into the adjoining property at a future date). The barricade and the signage shall be designed in an esthetically pleasing manner.
7. a. This contract and bond are subject to the approval of the County Commission, County Mayor, and the County Attorney.
b. The Developer shall furnish, on demand of the County Attorney, satisfactory evidence of the lawful right to enter into this contract for the purposes herein contained.
8. a. The Developer shall furnish all engineering for the preparation of plans and plats and construction of the work required by this contract.
b. Upon completion of the required work, the Developer's Engineer shall submit a statement verifying that the site was graded in accordance with the approved grading plan and that there are no significant changes in the vertical and horizontal alignment of any improvements as shown on the approved construction plans. The Developer's engineer shall provide and certify clearly identifiable "as-built" information on the original mylar sewer plan and grading and drainage plan by reflecting the exact flow line elevation of all public pipes at all manholes and structures. The revision block on each mylar plan shall be noted as "Revised to reflect as-built conditions."
c. The engineering shall be done by an engineer holding a license from the Tennessee State Board of Architectural and Engineering Examiners and approved by the County Engineer.
9. a. The County shall inspect the construction of the Project.
b. Any improvements installed without approved plans or which were not inspected are subject to removal and replacement if required by the County. All costs of certification as required by the County are to be borne by the Developer.
10. a. The Town of Collierville shall become the owner of and maintain all sanitary sewers and house connections constructed and located within dedicated public sanitary sewer easements and/or street rights-of-way after acceptance of the Project by the Town of Collierville and the County.

- b. The County shall become the owner of and maintain all drainage facilities constructed and located within dedicated public drainage easements and/or street rights-of-way and all streets constructed within dedicated public street rights-of-way after acceptance of the Project by the County.

II. GENERAL STREET REQUIREMENTS

1. The Developer shall improve the following street(s) by constructing drainage, grading, and paving the full required width and constructing concrete curbs and gutters in accordance with plans and plats prepared by the Developer's engineer and approved by the City and County Engineers.

Bravo Road
Sugaree Lane
Mags Lane
Stella Blue Cove
Miss Camryn Lane

2. If it is not necessary to disturb the pavement of an existing street or road, the Developer shall be required to construct drainage, curbs and gutters, grade, place base course, and pave to the existing pavement. If the existing grade is changed, the Developer shall be required to construct drainage, curbs and gutters, grade, place base course, and pave the full width of the existing street or road.
3. All grading within the street rights-of-way shall be completed by the Developer before the public utilities are installed.
4. The Developer shall construct a wheelchair ramp or ramps at each intersection in the Project in accordance with the Standards and Specifications of the City of Memphis and the County.
5. The Developer shall place Type III barricades at the end of each uncompleted street at the boundaries of the Project, suitably placed to prevent the passage of vehicular traffic, all to the specification of the County Engineer.
6.
 - a. The Developer shall fabricate and install the permanent street name sign and post in accordance with the Standards and Specifications of the County, and these signs and posts shall be in place prior to installation of base pavement.
 - b. The Developer shall install the appropriate color sign for all permanent street name signs (Green for public streets and blue for private drives).
 - c. The Developer may obtain the standards and specifications for street signs, posts, coloring and lettering from the Office of the County Engineer, 6463 Haley Road.

7. PAVING

- a. The Developer agrees to provide the paving and warranty required in County Commission Resolution #13 adopted September 26, 2005.
- b. The Developer agrees to dedicate the right-of-way and improve the streets within the project to comply with the specifications of Shelby County and to the satisfaction and approval of the County Engineer.
- c. The Developer shall compact the base material to 95% maximum Standard Proctor density on a subgrade scarified and compacted to 95% of maximum Standard Proctor density. The standard densities for various materials shall be supplied to the County Engineer by an independent soils testing laboratory hired by the Developer.
- d. The Developer shall install an asphalt surface and base course at a depth and a mix design approved by the County Engineer.
- e. The Developer further agrees to comply with base and sub-base standards described on the approved plans.

8. SIDEWALKS

Building permit holders will build sidewalks in accordance with the approved plans.

III. PRIVATE DRIVE REQUIREMENTS

Should the final plat of the Project designate any roadways as private drives:

1. The Developer shall construct all private drives within the Project to exceed or equal to County specifications for roadway base and hot mix asphaltic surface.
2. Easements for sanitary sewers, drainage and other required services as indicated on the final recorded plat may be located and utilized within private drives.
3.
 - a. The County shall not be responsible for street repairs within the private drives, even though the pavement and base may have to be removed to work on sewers or drainage.
 - b. The responsibility of repairing the private drive shall be clearly set forth on the plat to be that of the owners and/or Property Owners' Association.

IV. SEWER REQUIREMENTS

1. Per the Town of Collierville's sewer contract which is not part of this agreement.

V. DRAINAGE REQUIREMENTS

1. The Developer shall provide and construct all drainage, including pipes, culverts, inlets, manholes, headwalls, ditches, channel lining and paving, special structures, bank protection and fencing adjacent to open ditches and drainage outfalls made necessary by the development of the Project in accordance with plans and specifications approved by the County Engineer.
2. a. The Developer shall construct to adequate cross-section, any and all water courses lying partially or wholly within the boundary of the Project and in all abutting street rights-of-way to provide design flow without threat of erosion or flooding of any property within the Project or to any adjoining property.
b. Such water courses shall be placed in an underground conduit system and/or constructed or lined in a manner satisfactory to the County Engineer.
c. All drainage designs, including any required on-site detention facilities, shall be in conformance with the requirements of the City of Memphis and Shelby County Drainage Design Manual.
3. The Developer shall construct all drainage structures necessary for the road plans affecting any water course lying partially or wholly within the Project.
4. a. The Developer shall deliver the formal written and sealed opinion of a certified and licensed professional engineer duly insured, certifying as a professional engineer that he has reviewed the entire watershed within which the Project is located and that upon full development at the greatest allowable use density under proposed land use of all land within that watershed, the proposed Project will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property.
b. The Developer shall have his engineer establish and certify a minimum first floor elevation for each lot or structure in the Project which is one foot above the elevation of storm water inundation during a 100 year storm event. The Developer shall make this information available to the initial buyer of each lot or structure.
c. The Developer shall insure, defend, and hold harmless the County of Shelby, their officers and employees from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface flow of water by reason of the Developer's design, construction, installation or the development itself, in whole or part.

5. a. The County of Shelby, in their governmental functions are not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto.
- b. The County Engineer is neither vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process.
- c. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the surface water drainage improvements of the Project and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
- d. In providing technical assistance, plans and design review, County of Shelby do not and shall not relieve or accept any liability from the Developer.

6. ON-SITE DETENTION

- a. The Developer shall design and construct storm water detention facilities within the Project whenever the calculated on-site storm water runoff for a ten (10) year storm exceeds the capacity of the downstream pipes and/or improved channel. The downstream capacity shall be calculated by determining what storm frequency can be accommodated by the controlling downstream pipe or improved channel with the upstream basin being fully developed at projected zoning and land use.
- b. The Developer's design documentation shall include, but not be limited to, the following data: site plan, grading and drainage plan with flow calculations on all pipes and channels, stage-storage curves for proposed detention facilities, stage-outflow curves for proposed detention facilities, inflow and outflow hydrographs in plotted form as well as inflow and outflow hydrographs, detention pond elevations and storage in tabular form.
- c. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities:

The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the

City/County Engineer's Office. Such maintenance shall include, but not be limited to: removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning and repair of drainage structures.

7. a. The Developer shall submit to the County a plan for erosion control as part of the engineering planset for the Project.
 - b. The Developer shall provide necessary erosion control such as seeding for gentle slopes, grass sod for sharper slopes, with special grading and terracing to the specifications of the County Engineer.
 - c. The Developer shall fertilize, mulch and seed and/or sod all freshly excavated and embankment areas, not covered with satisfactory vegetation, as required by the County Engineer to prevent erosion.
 - d. The Developer shall be officially notified by the County, in the event the County Engineer determines that the necessary erosion control is not being provided.
 - e. If the Developer has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, the County shall reserve the right to make the necessary improvements to eliminate the erosion problem, documenting all expenses incurred while performing the work.
 - f. Prior to 1) acceptance of the Project, 2) release of any sureties covering the Project, or 3) recording of the plat when the "No Bond" procedure is followed, the Developer shall reimburse in full all expenses incurred by the County for remedial erosion control work on the Project.
8. The Developer shall pay the drainage fee, if any, as specified in Fee Requirements Section of this contract.

VI. TIME OF PERFORMANCE REQUIREMENTS

1. The Developer shall complete all work required of him in this contract within THREE YEARS from the date County Commission approve this contract at his sole expense and to the satisfaction of the County Engineer.
2. a. If due to unforeseen circumstances the Developer is unable to complete the work included in this agreement within the time specified above, the Developer shall submit a written request for an extension of the contract to the Office of the County Engineer at least sixty (60) days before the contract expires, requesting an extension and specifying the reasons why the work as agreed remains uncompleted and a date for the anticipated completion.
- b. Failure to comply with the extension procedures shall place the Developer in breach of this agreement.

3. a. The County shall reserve the right to utilize the Developer's bond to complete the required work, if the Developer fails to satisfactorily perform the work required within the above stated time of contract, and no time extension has been granted by the County Commission subsequent to receiving a written request from the Developer.
- b. The Developer shall in no way be relieved of any responsibility to complete the terms of this contract should the County exercise the right to utilize the bond to complete the required work.

VII. MISCELLANEOUS REQUIREMENTS

1. The Developer shall enter into a contract with Memphis Light, Gas and Water Division (MLGW) to provide permanent electrical power to each lot or building in the Project.
2. The Developer shall provide public water service to each lot or building in the Project, subject to the specifications and approval of Memphis Light, Gas and Water.
3. The Developer shall extend water mains and install fire hydrants within the Project in accordance with the type of service required by and to the specifications of Memphis Light, Gas and Water and the Shelby County Fire Department.
4. The Developer shall haul all scrap building materials, debris, rubbish, and other degradable materials to an authorized landfill, and not bury such materials within the limits of the Project.
5. The Developer shall show proof of purchase of all rims and covers, frames and grates, and other castings required in the Project.
6. Prior to acceptance of the Project by the County, the Developer shall deliver to the County a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this contract have been paid in full.
7. The Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities brought about as a result of the development of this Project.
8. The Developer shall restore all rights-of-way, easement areas, public and private properties and all improvements therein to a condition equal to or better than their original condition prior to construction of the Project, all at his sole expense.

VIII. RECORDING OF PLAT REQUIREMENTS

1. a. The Developer shall cause the final plat of this Project to be recorded in the Register's Office of Shelby County, Tennessee, within thirty (30) days from the date of this contract, provided this contract does not use the alternative bonding procedure as set forth in the Unified Development Code.
- b. If the contract is approved using the alternative bonding procedure, the Developer shall cause the final plat of the Project to be recorded in the Register's Office of Shelby County, Tennessee within thirty (30) days of the approval of the surety for the conversion to full bond or within thirty (30) days of acceptance of the improvements called for in the contract, whichever comes first.

IX. PROPERTY TRANSFER AND ASSUMPTION AGREEMENT REQUIREMENTS

1. a. The Developer shall not transfer his interest in the property on which this Project is to be located during the life of this contract without first providing the Office of the County Engineer with notice of when the transfer is to occur and the name and address of the proposed transferee.
 - b. 1) The County Engineer may require the Developer and the transferee to enter into an Assumption Agreement which obligates the transferee to dedicate the rights-of-way, grant easements and perform the improvements required under this contract and to provide the security needed to assure such performance.
 - 2) The Assumption Agreement will be subject to the approval of the County Attorney, the County Mayor and the County Commission.
2. If the Developer transfers his interest in the property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this contract and in violation of the Unified Development Code.
 3. The Developer shall remain liable during the life of and under the terms of this agreement even though a subsequent sale of all or part of his interest in the property occurs, unless an Assumption Agreement is entered into with the new owners, and the County of Shelby and a new Performance Bond is issued naming the new owners as principal.

X. FEE REQUIREMENTS

1. SEWER FEES

Not applicable for this contract.

2. DRAINAGE FEE

Not applicable for this contract.

XI. BOND REQUIREMENT

1. The Developer has posted cash or a Letter of Credit from a bank in Shelby County with the County of Shelby, in the amount of **FOUR HUNDRED AND THIRTY ONE Thousand Dollars (\$431,000.00)**.
2. Executed Letter of Credit shall be attached to and made apart of this contract, guaranteeing the faithful performance of this contract by the Developer. Letters of Credit of a fixed term of expiration shall not be accepted.
3. If a Letter of Credit has been executed to secure the value of the work to be performed under this contract and the bond, due to inflation and/or rising cost, is inadequate to secure the cost of the improvements at the time an extension is sought, the Developer shall provide the additional security to bring the Letter of Credit amount in line with current cost projections as made by the County Engineer.

ALTERNATIVE BONDING PROCEDURE

4. The Developer has posted cash or a Letter of Credit from a bank in Shelby County with the County of Shelby, in the amount of **Five Thousand Dollars (\$5,000.00)**.
5. Executed Letter of Credit shall be attached to and made apart of this contract, guaranteeing the faithful performance of this contract by the Developer. Letters of Credit of a fixed term of expiration shall not be accepted.
6. If a Letter of Credit has been executed to secure the value of the work to be performed under this contract and the bond, due to inflation and/or rising cost, is inadequate to secure the cost of the improvements at the time an extension is sought, the Developer shall provide the additional security to bring the Letter of Credit amount in line with current cost projections as made by the County Engineer.

7. CASH-IN-LIEU OF CONSTRUCTION

Not applicable for this contract.

XII. THE DEVELOPER'S INSURANCE REQUIREMENTS

1. a. The Developer shall not commence work under this contract until he has obtained or caused his subcontractor to obtain all insurance required under this Section and such insurance has been approved by the County.
 - b. **SHELBY COUNTY SHALL BE CONSPICUOUSLY NAMED ON THE CERTIFICATE(S) OF INSURANCE AS ADDITIONAL INSURED AND CERTIFICATE HOLDER. Certificate holder's address shall be: County of Shelby, Engineering Department, 6463 Haley Road, Memphis, TN 38134.**
 - c. **THE NAME OF THE PROJECT, SPRING CREEK RANCH PD PHASE 8, SHALL BE SPECIFIED ON THE CERTIFICATE(S) OF INSURANCE.**
2. a. The Developer shall be responsible from the time of signing this contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind to persons or property resulting from this work.
 - b. In addition to the liability imposed upon the Developer on account of bodily injury (including death) or property damage suffered through the Developer's negligence, which liability is not impaired or otherwise affected hereby, the Developer assumes the obligation to protect, defend, indemnify and hold the County, their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the Developer or subcontractor, or anyone either 1) directly or indirectly employed or 2) under the supervision of any of them in the prosecution of the work included in this contract.
 - c. The Developer acknowledges that these are bargained for considerations, that he shall be liable to the maximum extent permitted by law, and regardless of the participation of the County in the Project.
3. The Developer, upon affixing his signature to this contract, shall provide, at no cost to the County, the following insurance to the County from insurance companies acceptable to the County and licensed in the State of Tennessee, which insurance shall be evidenced by current certificates and/or policies attached to this contract and kept in full force throughout the life of this contract as required by the County.
4. Each certificate or policy shall require and state in writing the following:
 - ☛ **"THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE IN THE POLICIES, NOTICE THEREOF SHALL BE GIVEN TO SHELBY COUNTY BY REGISTERED MAIL, RETURN RECEIPT REQUESTED."**
5. The following stated insurance policies and coverages shall be provided:

- a. Worker's Compensation coverage in accordance with the Statutory Requirements and limits of the State of Tennessee. All States Endorsement is required /or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.
- b. Comprehensive General Liability Insurance with minimum limits of:
 - 1) Bodily Injury (including death) and Property Damage \$1,000,000 Each Occurrence with \$2,000,000 Aggregate - Combined Single Limit.
 - 2) The following coverages are to be included in the above policy and SPECIFICALLY NOTED on the Certificate of Insurance provided to the County.
 - a) Premises and Operations
 - b) Independent Contractors
 - c) Products and Completed Operations
 - d) Blanket Contractual
 - e) XCU Coverages (Explosion, Collapse and Underground)
 - f) Broad Form Property Damage
 - g) Personal Injury
- c. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of:
 - Bodily Injury and Property Damage \$1,000,000 each accident - combined single limit

IN WITNESS WHEREOF, the Developer has subscribed their name and County has caused their names to be subscribed and the corporate seal affixed by the duly authorized officers.

COUNTY OF SHELBY, TENNESSEE

THE DEVELOPER
SCR BRAVO INVESTMENTS, LLC.

Mark H. Luttrell, Jr.
Mayor



Gary Thompson, Manager

APPROVED:

County Engineer

FOR CORPORATIONS ONLY:
ATTEST

Corporate Secretary

APPROVED AS TO FORM:

County Attorney

ADDRESS:

5900 Poplar Ave
Memphis, TN 38119

Phone: 901-767-0100

FULL BOND

STATE OF TENNESSEE)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that we **SCR BRAVO INVESTMENTS, LLC**, Principal, and _____ Surety, hereby acknowledge ourselves to be indebted to the County of Shelby in the penal sum of **FOUR HUNDRED THIRTY ONE THOUSAND DOLLARS (\$431,000.00)** for the payment of which well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns firmly by these presents.

DATED at Memphis, Tennessee, this _____ day of _____ 20____.

BUT the condition of this obligation is such whereas, the said **SCR BRAVO INVESTMENTS, LLC** entered into a contract with the County of Shelby, Tennessee, on the _____ day of _____ 20____, whereby the said **SCR BRAVO INVESTMENTS, LLC** made certain agreements regarding improvements in a project known as **SPRING CREEK RANCH PD PHASE 8** and a copy of which is attached hereto and made a part hereof as fully as if copied herein.

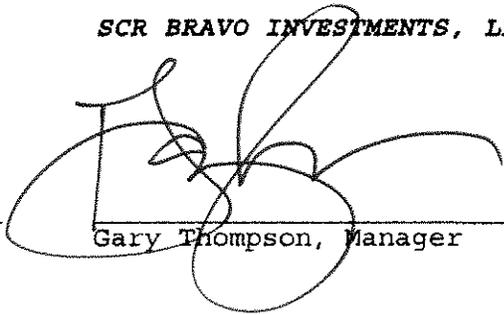
NOW, THEREFORE, should the said **SCR BRAVO INVESTMENTS, LLC** faithfully perform each and every part of the agreement and undertakings therein contained, and complete the contract in a workmanlike manner to the satisfaction of the County Engineer all work in said contract to be performed in accordance with its terms, then this obligation to be void, otherwise to remain in full force and virtue.

APPROVED:
COUNTY OF SHELBY

PRINCIPAL

SCR BRAVO INVESTMENTS, LLC.

Mayor, Mark H. Luttrell, Jr.



Gary Thompson, Manager

APPROVED AS TO FORM:

County Attorney

ADDRESS:
5900 Poplar Ave
Memphis, TN 38119

Phone: 901-767-0100