

# OZZAD PROPERTY AGREEMENT

---

This Ozzad Property Agreement (“Agreement”) is made and entered into this 11<sup>th</sup> day of January 2022 (the “Effective Date”) by and between **The Town of Thompson’s Station**, a Tennessee municipal corporation (“Town”), and **A-1 Home Builders, Inc.** (as successor in interest to Ozzad Property Management) a Tennessee corporation (“A-1”).

**WHEREAS**, the parties hereto (“Parties”) entered into a prior agreement dated August 7, 2013 (“Prior Agreement”) wherein each of the Parties undertook certain obligations and conveyances, and obtained various rights as outlined in said Prior Agreement. A copy of said Prior Agreement is attached hereto and incorporated herein as Exhibit “A”;

**WHEREAS**, the Prior Agreement, among other terms and conditions, assigned sixteen (16) active taps of wastewater sewer capacity to Ozzad, as well as “sufficient capacity” for certain real property then owned by Ozzad;

**WHEREAS**, the Parties understand that certain terms in the Prior Agreement are presently not achievable, are vague or ambiguous, are impractical, and/or are impossible, and the Parties, therefore, wish to terminate the Prior Agreement, rendering it void, and enter into in this Agreement to clearly outline the Parties’ obligations, rights, and responsibilities; and

**WHEREAS**, the Parties recognize that this Agreement is in the best interest of the Parties and provides for obligations, rights, and interests to the properties described herein.

## TERMS AND RELEASES

### 1. AGREEMENT PROVISIONS

- A. **Termination of Prior Agreement & Full Release.** This Agreement is in full and final satisfaction of each and every claim related to the Prior Agreement by and between the Parties. This Agreement releases the Parties from any and all claims regarding the Prior Agreement by and between the Parties, individually and collectively, except as provided herein. Upon the full execution of this Agreement, the Prior Agreement will be deemed terminated and void *ab initio*.
- B. **Rezoning of the Ozzad Property.** The Town shall rezone the property known as the Ozzad Property (Map: 118, Parcel: 7.01) which is intended to be a thirty-two (32) lot subdivision (“Ozzad Development”), to D-3. A concept plan of the Ozzad Property is attached hereto and incorporated herein as Exhibit “B”. The preliminary plat associated with the Ozzad Development shall generally conform to the aforementioned concept plan and shall be subject to the Town’s Land Development Ordinance in effect at the time the preliminary plat is submitted to the Town. The preliminary plat shall provide an easement for connection of the subdivision to a future greenway or other use by the Town.

- C. **Wastewater Sewer Capacity.** Sixteen (16) pre-approved, live taps of wastewater sewer capacity (“Pre-Approved Taps”) shall be confirmed and assigned to the Ozzad Property, and held by A-1, as said taps were vested per the Prior Agreement in 2013. The Pre-Approved Taps shall not be subject to any fees.

Further, seventy-four (74) taps of wastewater sewer capacity (“Reserved Taps”) shall be assigned and reserved to A-1 for its future use, subject to the terms and conditions as set forth herein. Said Reserved Taps represent the capacity that was assigned to the Additional Ozzad Property (Map: 118, Parcel: 7.02), as defined in the Prior Agreement. The Reserved Taps are subject to the Town’s wastewater impact fees and effluent disposal fees effective at the time of the execution of the Prior Agreement. Specifically, the Reserved Taps are subject to the *System Development Fee* of \$2,500.00 per tap and the *Access and Tap Fee* of \$1,100.00 per tap. The *Effluent Disposal Fee* is waived. The aforementioned impact fees shall be due to the Town within sixty (60) days of the approval of any preliminary plat(s) in which the Reserved Taps are to be utilized. The Reserved Taps shall not connect to the Town’s regional wastewater treatment facility unless and until the MBR upgraded wastewater sewer treatment facility is declared operational by the Town. The Town shall provide A-1 written notice when the Town determines the MBR wastewater sewer treatment facility is operational.

No other wastewater capacity is associated with the Ozzad Property, the Additional Ozzad Property, A-1, or this Agreement. Any and all capacity reserved and/or assigned herein is subject to the Town’s policy for wastewater tap reversion and assignment (Ord. 2020-011). For purposes of reversion under Ord. 2020-011, the Reserved Taps shall be valued at the wastewater impact tap fee rate in effect at the time of the execution of this Agreement. Further, and for clarity under Ord. 2020-011, the Town shall only accept reversion of taps once an available and willing applicant has been identified and approved.

The parties acknowledge that A-1 has submitted to the Town a request for a reservation of capacity for the Ozzad Property above and beyond the sixteen (16) Pre-Approved Taps. A-1 will proceed with said reservation for the Ozzad Development.

- D. **Connection to Wastewater Treatment Facility.** The Ozzad Development shall connect to the Town’s regional wastewater treatment facility through the Town’s normal processes. All costs associated with said connection shall be borne by the owner/developer of the Ozzad Development, as defined herein. Town to provide an easement to facilitate the connection to the Town’s regional wastewater treatment facility.
- E. **Open Space & Drip Field Requirements.** The Ozzad Property and/or Ozzad Development shall not be subject to the Town’s existing dedication of drip field requirements due to, in part, the prior conveyance of drip field under the Prior Agreement (Map: 118, Parcel 7.03, approximately 34.54 acres). For purposes of clarity, the drip field requirements are only waived for the Ozzad Property and/or Ozzad Development, as defined herein and outlined in Exhibit “B”. Additionally, Ozzad Development shall not be subject to any open space requirements. All other

requirements per the Land Development Ordinance and Municipal Code shall remain in full force and effect.

- F. **Reconveyance of Drip Field.** A-1, successor in interest to Ozzad Property Management, shall quitclaim its acquired interest in the previously and conditionally conveyed drip field (Map: 118, Parcel: 7.03 // *Special Warranty Deed*, Book 6027, Page 318) to the Town without condition or reservation. A copy of the *Special Warranty Deed* is attached hereto and incorporated herein as Exhibit "C". The aforementioned quitclaim shall be executed and delivered to the Town at the time of execution of this Agreement. A copy of the aforementioned quitclaim deed is attached hereto and incorporated herein as Exhibit "D".
- G. **Preparation of Deeds, Easements, and Plat.** The Town will be responsible for the preparation and recording of the quitclaim deed outlined in 1(F) above. All other costs, legal or otherwise, shall be borne by the parties, respectively.

## 2. ADDITIONAL TERMS

- A. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial and consists only of the terms set forth in this Agreement.
- B. **Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- C. **Waiver.** The failure of any party to demand from any other party performance of any act under the Agreement shall not be construed as a waiver of the right to demand, at any subsequent time, such performance.
- D. **Choice of Law, Jurisdiction, & Venue.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Tennessee without regard to Tennessee's choice of law rules. Any litigation shall be brought in the Chancery Court for Williamson County, Tennessee.
- E. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- F. **Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied, between the

Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.

- G. **Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.
- H. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- I. **Attorneys' Fees.** Unless otherwise expressly set forth herein, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels.
- J. **Breach of Agreement.** The Parties agree that if either party breaches the terms of this agreement, it shall be liable for all costs, including but not limited to, court costs, attorney's fees, and expert fees.

*[signature page to follow]*

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement through their counsel as of the day and year first below written.

**Town of Thompson's Station**

---

**Corey Napier, Mayor**

**A-1 Home Builders, Inc.  
a Tennessee corporation  
& as successor in interest to Ozzad Property  
Management, a Michigan partnership**

---

**Brandon Robertson, President**

# EXHIBIT “A”

## **AGREEMENT FOR CONVEYANCE OF REAL ESTATE**

**THIS AGREEMENT FOR CONVEYANCE OF REAL ESTATE** ("Agreement") is made effective this \_\_\_\_ day of March, 2013 by and between **OZZAD PROPERTY MANAGEMENT** ("Ozzad"), a Michigan limited liability company and which has as its principal business address 5240 East Outer Drive, Detroit, Michigan 48234, and the **TOWN OF THOMPSON'S STATION, TENNESSEE** (the "Town"), a municipal corporation organized under the laws of the State of Tennessee and which has as its principal business address Thompson's Station Town Hall, 1550 Thompson's Station Road West, Thompson's Station, Tennessee 37179.

### **RECITALS:**

In consideration of the covenants and agreements of the respective parties, as set forth in this Agreement, Ozzad agrees to sell and convey to the Town, and the Town agrees to purchase and take from Ozzad, approximately thirty-three (33) acres of real property, being part of Map & Parcel # 118-0-701, generally located along and south of West Harpeth Road, along the north margin of the West Harpeth River and east of the CSX railroad right-of-way, and with approximately two (2) to three (3) acres located south of the West Harpeth River, Williamson County, Tennessee, and more particularly as shown on Exhibit A attached hereto (the "Property"). Subject to the rights and remedies set forth in this Agreement, the transfer to the Town shall include all right, title and interest of Ozzad in the Property; and

In advance of the execution of this Agreement, the Town has at its expense and risk thoroughly inspected, investigated and tested the Property and caused the Property to be approved by all governing and investigatory bodies, including, but not limited to, the Tennessee Department of Environment and Conservation ("TDEC"), for use by the Town as a site for the reclamation of wastewater generated from the operation by Town of its regional wastewater treatment facility (the "Approved Use"). As a part of the Town's Approved Use of the Property, the Town will obtain and maintain in good standing all approvals and permits associated with the Approved Use and required by all governing bodies, including, but not limited to, those required by TDEC, and upon the issuance and reissuance of any and all such approvals and permits make the same available to Ozzad for inspection and copying (separately either an "Approval" or a "Permit" and collectively the "Approvals and/or Permits").

In consideration of the above recitals, the parties agree to the following terms, provisions, and conditions:

### **SECTION I. CONSIDERATION**

As consideration for the conveyance of the Property by Ozzad to the Town, the parties agree as follows:

(a) The Town shall seek approval from TDEC for the Approved Use and agrees to use and maintain the Property in such a manner as to comply with any permits and conditions imposed by TDEC for the Approved Use. In the event the Town's use of the

Property shall be in violation of any conditions imposed by TDEC and result in the revocation or suspension of any of the Approvals and Permits, the Town, at its expense, shall immediately commence the necessary action(s) to remedy any such violation and to bring the Town's use of the Property into compliance with all TDEC rules, regulations and conditions. In the alternative, the Town may elect to terminate use of the Property for the Approved Use on a temporary basis until a satisfactory resolution can be reached with TDEC and the termination of such use shall not constitute a breach or default under this Agreement. The failure of the Town to commence necessary actions to bring the Town's use of the Property into compliance with TDEC rules and regulations and conditions or the terminate the Approved Use within ninety (90) after such suspension or revocation shall be deemed a default by the Town of this Agreement, thereby affording Ozzad all rights and remedies available to it under this Agreement and/or applicable law, together with the right to terminate this Agreement.

(b) The Town's use of the Property shall be limited to the Approved Use and any other such passive, agricultural or other non-intrusive uses that are consisted with the Approved Use and which shall comply with all governing and applicable regulations, ordinances and statutes, such restriction being set forth in the deed to the Property to be delivered by Ozzad. Before the construction of any improvements on the Property other than those which are integral to the Approve Use, the Town shall obtain the , prior written approval of Ozzad, which approval shall not be unreasonably be withheld., Any such improvements shall be built at the risk and expense of the Town and shall be owned, maintained and controlled by the Town..

(b) The Town, at its expense, shall initiate by appropriate ordinance the annexation property as shown on on Exhibit A, (the "Ozzad Property"), at the regularly scheduled March, 2013 meeting of the Town's Board of Mayor and Aldermen and pursue such annexation at the next occurring meetings of the Town's Board of Mayor and Alderman until the Property and the Ozzad Property have been formally annexed into the Town. The annexation of the Property and the Ozzad Property is a precondition of Ozzad's obligation to perform under this Agreement. In this regard, the Town, at its expense, will cause the Property and the Ozzad Property to be surveyed by a surveyor licensed in Tennessee and a metes and bounds description, together with the identification of all floodways and flood plains, easements, rights of ways and existing improvements, and submit the same to Ozzad for its approval.

(c) The Town, at its expense, shall simultaneously with the above described annexation cause the Ozzad Property be zoned and to be prepared a preliminary plat for the subdivision of the Ozzad Property, so as to permit the same to be developed into a minimum sixteen (16) lot single family residential subdivision, as generally shown on Exhibit B, that complies with the ordinances and subdivision regulations of the Town. The preliminary plat will be submitted for review and approval by the Town's Planning Commission at its next regularly scheduled meeting after the Property and the Ozzad Property have been formally annexed and zoned by the Town. In this regard, the Town agrees that the Property shall, if necessary to achieve the minimum sixteen (16) lot density on the Ozzad Property, be conveyed as common area to the governing homeowners association, however, subject to the



Approved Uses by the Town. As additional consideration for Ozzad's performance under this Agreement, the Town agrees to waive the effluent disposal fee component of the sewer tap fees (currently \$1,700 per lot) for all lots developed on the Ozzad Property.

(d) Within twelve (12) months following conveyance of the Property by Ozzad to the Town, the Town, at its expense and risk, and in accordance with depictions set forth on Exhibit B, shall construct and install in a good and workmanlike manner, and in compliance with all governing standards and specifications, a minimum six (6") inch water reuse line extending from its existing water reuse line in the Tollgate Village development to and across the Property and the Ozzad Property and then across the West Harpeth Road to a location approximately one hundred (100') feet into the real property currently owned by Ozzad identified on Exhibit C attached hereto (the "Additional Ozzad Property"). In addition, and simultaneously with the installation and construction of the above mentioned water reuse line, the Town, at its expense and risk, shall construct and install parallel to said reuse line, or at such other location as Ozzad shall desire, in a good and workmanlike manner, and in compliance with all governing standards and specifications, sufficient to serve the development of the Ozzad Property, as hereinabove contemplated, together with the Additional Ozzad Property, a minimum eight (8") inch gravity flow wastewater sewer line extending from the Town's existing wastewater sewer line in the Tollgate Village development to a proposed sewer lift station to be simultaneously installed by Ozzad and to be located at the Southeast corner of the proposed 16 lot subdivision and next to the eastern property line and as identified on Exhibit B into the Ozzad Property to a point established by Ozzad. The Town agrees to provide Ozzad, its successors or assigns, access to the main sewer system, together with sufficient capacity, through the subject eight (8") inch gravity wastewater sewer line from said lift station to the Additional Ozzad Property. Prior to the installation of such lines, Ozzad shall provide all necessary easements across its property for the extension of such utility lines.

(e) Ozzad owns and maintains an existing six (6") water line, which is located approximately three (3) feet off of the east boundary adjacent to the Indian Meadows Subdivision, as depicted on Exhibit B attached hereto. This water line extends north from the West Harpeth River through the Property, the Ozzad Property and across the West Harpeth Road to a point in the Additional Ozzad Property. In addition to the other rights and easements granted and/or reserved in this Agreement, the Town shall grant and provide Ozzad an easement across the Property generally as depicted on Exhibit B sufficient to maintain, preserve, replace, install and use the subject water and an associated electrical line, as needed for backup emergency use if the Town's reuse water is not available at the Ozzad Property in sufficient capacity for any reason to meet the desires of Ozzad. At such time as the Town shall install the hereinabove mentioned water reuse line and wastewater sewer line, the Town, at its expense and risk, shall relocate and reinstall in a good and workmanlike manner and in compliance with all governing standards and specifications the subject water line and/or electric line along a route and to a location as Ozzad shall approve through the Property, the Ozzad Property and across the West Harpeth Road to a point in the Additional Ozzad Property, as Ozzad shall determine.

(f) Within ninety (90) days after the recording of an approved final plat for the

subdivision of the Ozzad Property, the Town, at its expense and risk, shall install and thereafter maintain a four-rail plank fence upon the Property at and along the entire length of the common boundary between the Property and the Ozzad Property.

(g) In accordance with the terms and conditions set forth in this subparagraph (f), the Town agrees to provide Ozzad, its successors and assigns, through the water reuse line referenced in (d) above, up to 100,000 GPD of treated and reusable water. The Town anticipates that it will have some reusable water available for delivery to Ozzad, its successors and assigns, on or before June 30, 2013; however, the Town cannot guarantee such availability or quantity. The parties also acknowledge that the Town has a prior commitment to provide from the subject water reuse line up to 50,000 GPD of reusable water to Mars Pet Care and this prior commitment, but not otherwise nor shall any additional users have or attain priority over the a 100,000 GPD allocated and promised to Ozzad, shall have and take priority over water available for Ozzad. The reusable water provided to Ozzad pursuant to this subparagraph (f) shall be provided to Ozzad free of charge through December 31, 2028, after which the Town's normal and standard payment policy and rates for reusable water in effect at that time shall apply.

(h) Each party shall be responsible for its own closing costs; however, the Town shall be responsible for deed preparation and acquiring its own title policy.

## **SECTION II. TITLE; TENANCIES**

(a) Conveyance of title to the Property shall be by Special Warranty Deed executed by Ozzad, and accompanied by a duly certified resolution of the members of Ozzad authorizing such conveyance, to Town. Title to be conveyed shall be good and marketable, subject to the specific reservations and restrictions below, and in the event a survey and/or title search conducted on behalf of Town discloses a condition or conditions which render the title unmarketable or uninsurable, and the Sellers are unable or unwilling to correct such condition(s), this Agreement shall be null and void.

(b) The deed of conveyance shall include provisions providing that if the Property, or from time to time any portion thereof, is no longer required to satisfy the requirements of the Town's wastewater treatment plant permit issued by TDEC, the Town shall abandon the Property, or any portion thereof no longer required to satisfy the requirements of the Town's wastewater treatment plant permit issued by TDEC, and thereupon Ozzad, its successors or assigns, shall have the right to reacquire the Property or such portion thereof in the following manner: Upon written notice provided to Ozzad, or its successors or assigns, by the Town of its abandonment of the Property or any such portion thereof for wastewater disposal purposes, Ozzad, or its successors or assigns, shall have ninety (90) days after the date of such notice to deliver written notice to the Town of its desire to accept and reacquire the Property, or such portion thereof. If Ozzad desires to accept and reacquire the Property, or such portion thereof, the same shall be conveyed by the Town to Ozzad for no monetary consideration by Special Warranty Deed within thirty (30) days after the date of such notice having been delivered by Ozzad. If Ozzad fails to timely deliver such notice of its desire to accept and reacquire the Property, or such portion thereof, subject to the interest, if any, of the governing homeowner's association of the Ozzad

Property, the Town may keep or dispose of the Property, or such portion thereof, free and clear of any claims of Ozzad. The failure of Ozzad to deliver the above mentioned notice of acceptance and reacquisition within the above described ninety (90) days shall be deemed a rejection by Ozzad.

(c) The conveyance of title to the Property by Ozzad to the Town shall be closed and the Special Warranty Deed delivered, on or before ten (10) days after the last to occur of the above described annexation, zoning and preliminary plat approval. At the expense of the Town, title shall be evidenced by a standard form title insurance policy insuring title to the property to be in Town, subject only to the standard pre-printed exceptions, matters that are visible, are of public record and as set forth in this Agreement.

### **SECTION III. ASSESSMENTS**

If, at the time of transfer of title, the Property or any part of the Property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described in this Agreement, and all such assessments shall be paid and discharged by Ozzad.

### **SECTION IV. PRORATION OF TAXES**

Real estate taxes shall be prorated as of the date of closing.

### **SECTION V. APPROVAL OF THE TOWN'S BOARD**

This Agreement shall not be enforceable nor binding upon the parties unless and until the Town's Board of Mayor and Aldermen shall have approved the same at its regularly scheduled meeting to be held on March 12, 2013.

### **SECTION VI. BINDING EFFECT OF AGREEMENT**

This Agreement, together with the terms, conditions, benefits, covenants and agreements set forth herein, all of which shall survive the transfer of title to the Property from Ozzad to the Town, are freely assignable by Ozzad and by the Town upon the prior written consent of Ozzad, and in the event of such assignment shall bind and inure to the benefit of the assigning party, its successors and assigns.

### **SECTION VII. REPRESENTATIONS, WARRANTIES AND DEFAULT**

The Property is sold and conveyed in its "as is and where is" condition, with all faults and non-compliances and without warranty or representation by or from Ozzad of any type, nature or kind. In the event a party to this Agreement shall be in default or breach thereof or any of its terms, covenants, obligations or conditions, the non-defaulting or non-breaching party, in addition to all other rights and remedies to which such party may be entitled, shall be entitled to seek the specific performance of the defaulting and/or breaching party of the

terms, covenants, obligations and conditions set forth in this Agreement and damages arising from any such default or breach, including, but not limited to, the recovery of all attorney's fees and court costs.

IN WITNESS, WHEREOF, the parties have executed this Agreement in duplicate on the date first above written.

**TOWN:**

**Town of Thompson's Station**

BY:

Ronald Barnett - Vice Mayor  
or  
Greg Langeliers, Town Admin.

Greg Langeliers 08.07.13

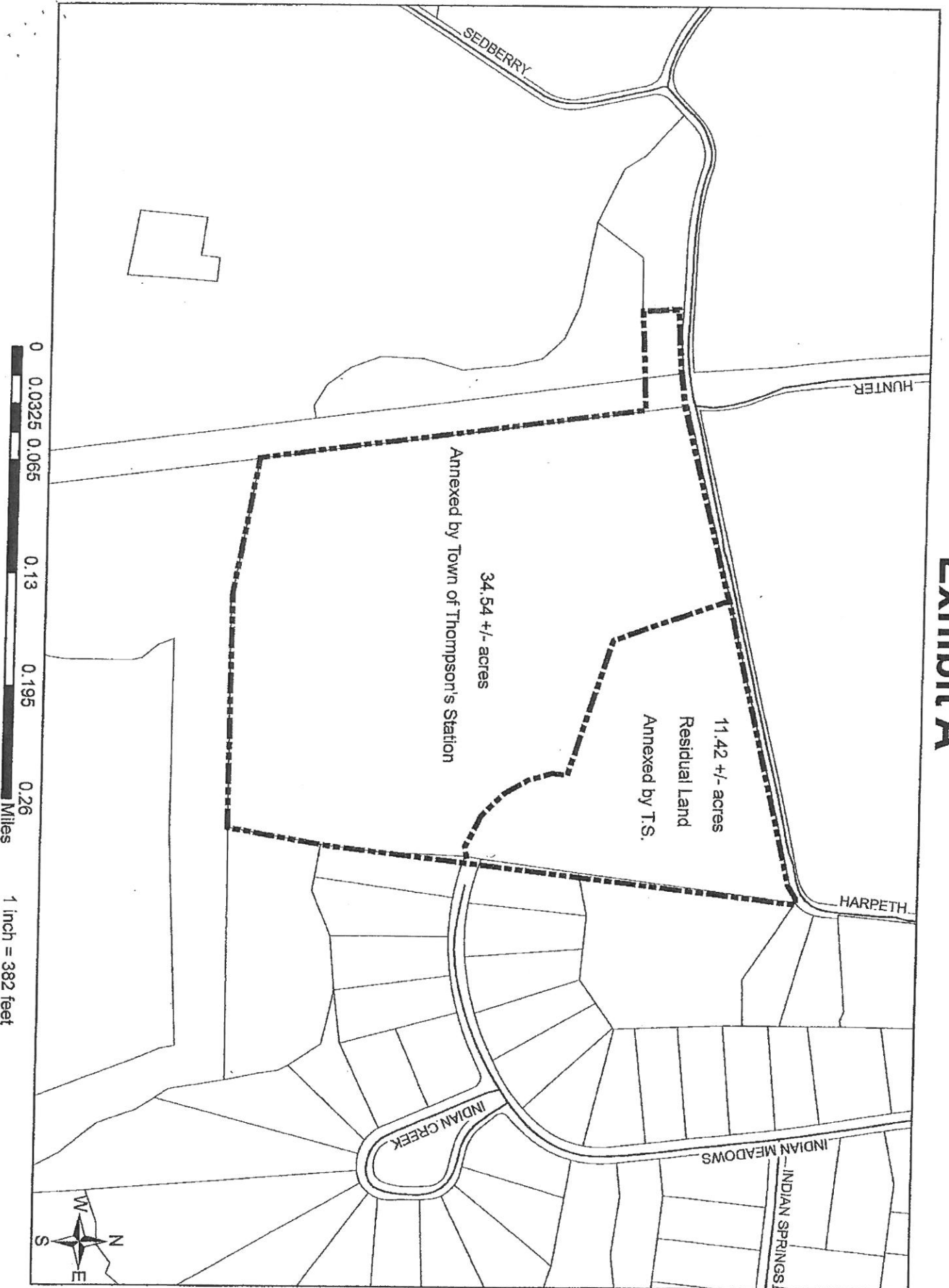
**OZZAD:**

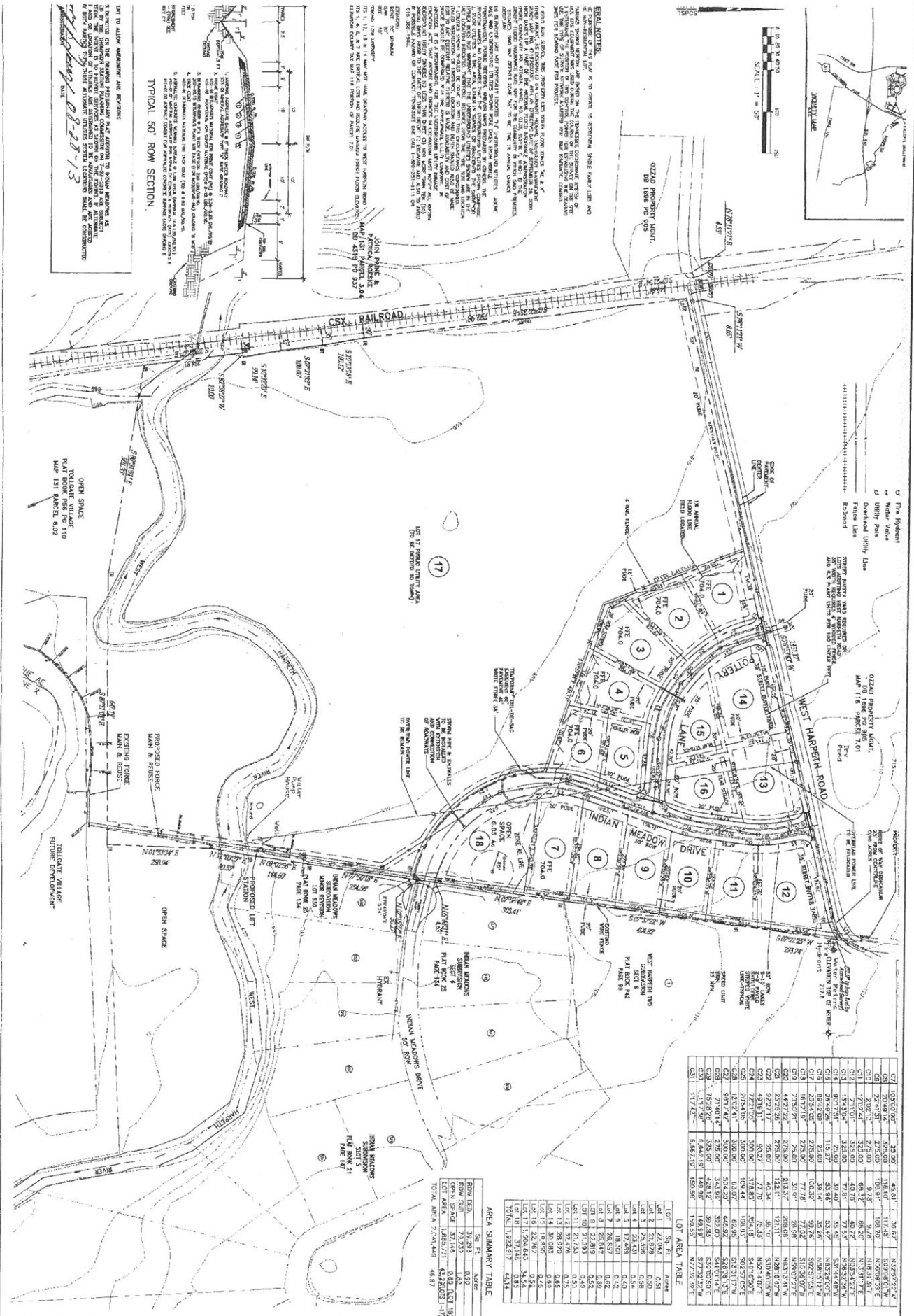
**Ozzad Property Management**

BY:

Samuel A. Ozzad Partner

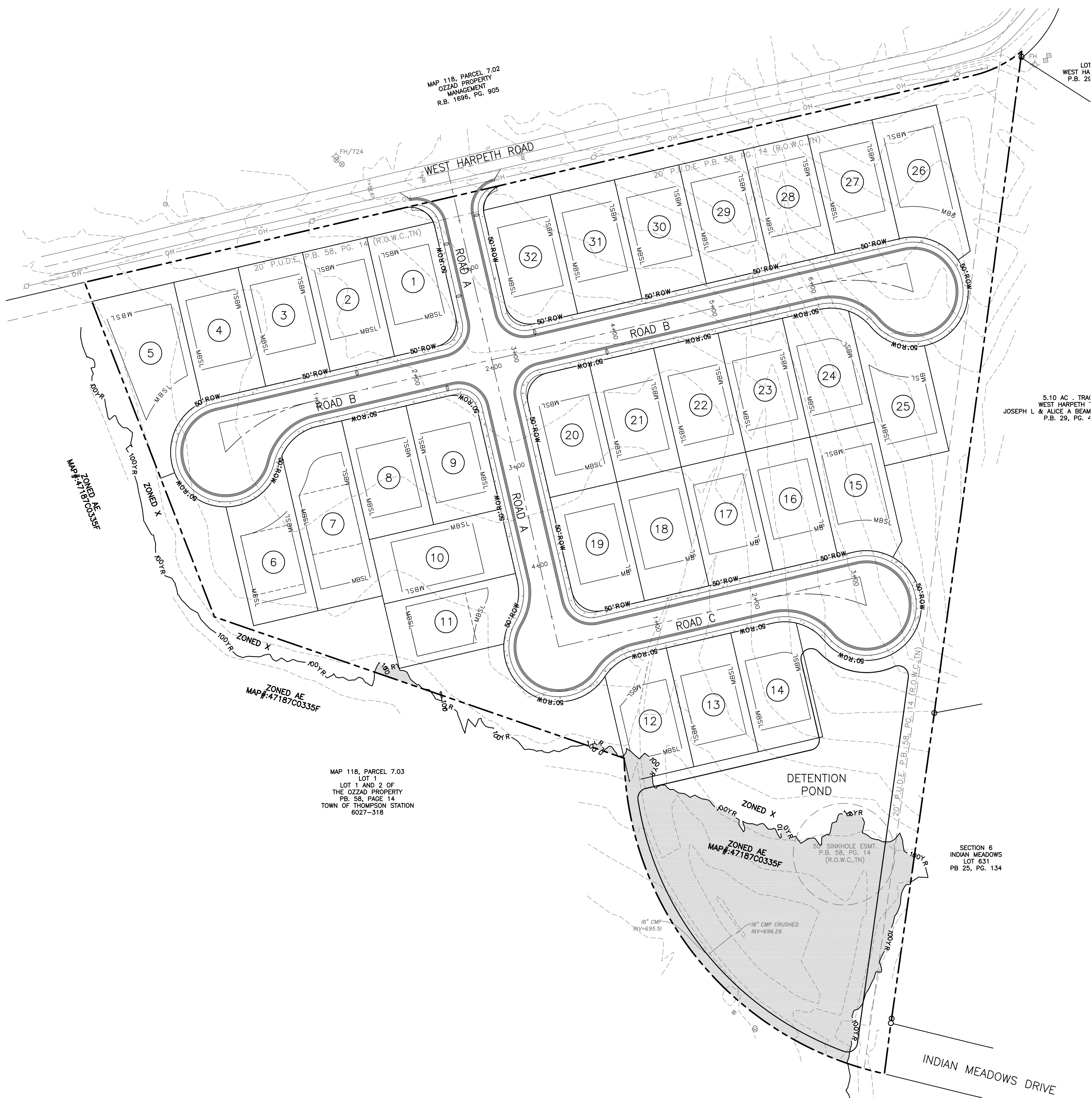
# Exhibit A





# EXHIBIT “B”







# EXHIBIT “C”

13042070

**THIS DOCUMENT PREPARED BY:**  
**TODD MOORE PLC**  
 3326 Aspen Grove Drive  
 Suite 310  
 Franklin, TN 37067

2 PGS : AL - DEED	
JENNIFER BATCH: 315018 09/04/2013 - 02:06 PM	
BATCH	315018
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	

## Pick Up SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 16<sup>th</sup> day of July, 2013 by and between **Ozzad Property Management**, a Michigan partnership, party of the first part, and **THE TOWN OF THOMPSON'S STATION, TENNESSEE** a Tennessee municipal corporation, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Williamson, State of Tennessee:

Lot 1, the Ozzad Property Subdivision, as shown of plat of record in Plat Book 58, page 14 in the Register's Office of Williamson County, Tennessee to which plat reference is hereby made for a more particular description of property.

Being part of the same property conveyed to Ozzad Property Management, LLC by deed of record at Book 1696, Page 905 in the Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever; provided that, if the property described herein, or any portion thereof, is no longer required to satisfy the requirements of the party of the second part's wastewater treatment plan issued by the Tennessee Department of Environment and Conservation, that the party of the first part, or its successors or assigns shall have the right to reacquire the abandoned portion as follows: The party of the second part shall given written notice to the party of the first part that such property is no longer required for the purposes set out above, and the party of the first part shall have 90 days after the date of such notice to deliver written notice to the party of the second part of its desire to reacquire the property, or such portion thereof. If the party of the first part desires to reacquire the property, it shall be conveyed to it by Special Warranty Deed from party of the second part within 30 days for no monetary consideration. If the party of the first part does not desire to reacquire the property, or fails to timely deliver notice of acceptance to the party of the second part, then the Town, subject to the interest, if any, of the governing homeowners' association, may keep or dispose of such interest free and clear of any interest of the party of the first part.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; it has a good right to sell and convey the same; that the same is unencumbered, except for those exceptions listed on Exhibit A attached hereto, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under the party of the first part, but not further or otherwise.

WITNESS the signature of the said party of the first part the day and year first above written.

**OZZAD PROPERTY MANAGEMENT,  
a Michigan Co-Partnership**

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

Samuel Randazzo

STATE OF Michigan  
COUNTY OF Macomb

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Samuel Randazzo, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in the foregoing instrument, and who, being first duly sworn, acknowledged himself to be the managing member of **Ozzad Property Management**, a Michigan co-partnership, the within named bargainor, and who further acknowledged that, being first duly authorized, he executed the foregoing instrument for the purposes therein contained on behalf of said company by signing the name of the company, by himself as managing member.

WITNESS my hand and Notarial Seal at office this 20th day of August, 2013.

Claudia A. Green

Notary Public

My Commission expires: \_\_\_\_\_

CLAUDIA A. GREEN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB

MY COMMISSION EXPIRES Nov 15, 2017

ACTING IN COUNTY OF Macomb



\*\*\*\*\*  
**(FOR RECORDING DATA ONLY)**

**Property Address:**

1600 Thompson Station Road W  
Thompson Station, TN 37179

**Property Owner:**

Town of Thompson's Station, Tennessee  
1550 Thompson's Station Road West  
P.O. Box 100  
Thompson's Station, TN 37179

**GRANTEE IS TAX EXEMPT**

This conveyance is exempt pursuant  
to Tenn. Code Ann. 67-4-409(f)

**Map & Parcel Number:**

Map 146 Parcel 02000

# EXHIBIT “D”

**THIS INSTRUMENT PREPARED BY:**

ANDREW E. MILLS, ESQ.

Reynolds, Potter, Ragan & Vandivort, PLC

Attorneys-at-Law

210 East College Street

Dickson, Tennessee 37055

**This firm did not conduct a title search, issue a title opinion letter,  
or issue title insurance regarding the sale of this property.**

---

**Address of New Owners:**

Town of Thompson's Station, Tennessee

1550 Thompson's Station Road West

P.O. Box 100

Thompson's Station, TN 37179

**Send Tax Bills To:**

Same

**Map / Parcel**

118/007.03

---

---

## QUITCLAIM DEED

---

**FOR AND IN CONSIDERATION of One And No/100ths (\$1.00) Dollar**, to me paid, the receipt of which is hereby acknowledged, and other considerations hereinafter mentioned, A-1 Home Builders, Inc. (as successor in interest to Ozzad Property Management) a Tennessee corporation, by these presents does transfer and quitclaim unto the **Town of Thompson's Station**, a municipal government duly formed under the laws of the State of Tennessee, its heirs and assigns, the following described tract or parcel of land, lying and being situated in Williamson County, Tennessee, and more particularly bounded and described as follows:

Lot 1, the Ozzad Property Subdivision, as shown of plat of record in Plat Book 58, Page 14 in the Register's Office of Williamson County, Tennessee to which plat refence is hereby made for made for a more particular description of property.

Being the same property conveyed to the Town of Thompson's Station by Special Warranty Deed by Ozzad Property Management, a Michigan partnership, a party of the first part, dated August 20, 2013, and of record in Book 3027, Pages 318-319, in the Register's Office for Williamson County, Tennessee.

This quitclaim deed is made for the purpose of extinguishing any and all conditions, reversions, or other obligations held by or owed to A-1 Home Builders, Inc., a Tennessee corporation, as successor in interest to Ozzad Property Management, a Michigan partnership, as described in the above referenced Special Warranty Deed; as well as to evidence that the Town of Thompson's Station now and forever owns the aforescribed tract or parcel of land in fee simple.

IN WITNESS WHEREOF, I have hereunto set my hand and signature, this \_\_\_\_\_ day of January, 2022.

**A-1 Home Builders, Inc.**  
**a Tennessee corporation**

\_\_\_\_\_  
**Brandon Robertson, President**

STATE OF TENNESSEE            )  
COUNTY OF WILLIAMSON        )

I, a Notary Public of the State and County aforesaid, certify that **Brandon Robertson**, President of A-1 Home Builders, Inc., with whom I am personally acquainted or who were proved on the basis of satisfactory evidence to me to be the person described in and who executed the foregoing instrument, personally appeared before me and acknowledged under oath that he executed the foregoing instrument as his free act and deed for the purposes therein contained.

**Witness my hand and notarial seal** at office in the State and County aforesaid, this \_\_\_\_\_ day of January, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF TENNESSEE            )  
COUNTY OF WILLIAMSON        )

I hereby swear of affirm that the actual consideration for this transfer is \$0.00.

\_\_\_\_\_  
AFFIANT

Subscribed and sworn to before me this \_\_\_\_\_ day of January, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_