

ORDINANCE NO. 2024-18**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,
TENNESSEE, BUDGET FOR FISCAL YEAR 2024 – 2025 BUDGET**

Be it Ordained by the City of Fairview, Tennessee as follows:

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2024 – 2025 (beginning July 1, 2024, and running through June 30, 2025) should be amended to reflect the final expenditures for the Fiscal Year, and

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2024 – 2025 budget by passage of Ordinance Number 2024-08 on June 6, 2024, and

WHEREAS, pursuant to the Tennessee State Constitution, Article II, Section 24, no public money shall be expended except pursuant to appropriations made by law, and

WHEREAS, pursuant to Tennessee Code Annotated § 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer money from one appropriation to another within the same fund, and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF
FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR
2024-2025 BUDGET AS FOLLOWS:**

Section 1. Ordinance 2024-08 is hereby amended to reflect increased General Fund revenue and expenditures of \$176,380, the allocation of \$25,000 of 2021-B Bond funds for a total change in General Fund allocation of \$201,380.

The State Street Aid fund reflects decreased expenditures of \$94,500.

All funds reflect a total allocation increase of \$106,880.

Acct	Funtion	Obj	Debit	Credit
121	27100			94,500
112	32140		91,950	
113	27100			40,000
300	33870		22,000	
110	32610		127,430	
110	41113	201	100	
110	41113	202	100	
110	41113	258	2,000	
110	41113	270	750	
110	41113	299	250	
110	41113	310	100	
110	41113	311	100	
110	41113	378	500	
110	41113	948	1,000	
110	41114	401	250	
110	41114	147	500	
110	41114	187		4,500
110	41114	206		1,000
110	41114	208		300
110	41114	218		500
110	41114	236	2,000	
110	41114	240		4,000
110	41114	245	5,000	
110	41114	261		2,000
110	41114	272		1,000
110	41114	273	5,000	
110	41114	275	3,000	
110	41114	278	2,500	
110	41114	280	1,000	
110	41114	282	1,000	
110	41114	283	500	
110	41114	299		3,000
110	41114	302		500
110	41114	307	500	
110	41114	308	2,000	
110	41114	309	1,000	
110	41114	325	7,000	
110	41114	331		500
110	41114	519		75,000
110	41114	526	10,000	
110	41114	528		30,000
110	41114	948		16,500
110	41114	964		15,000
110	41210	110	18,325	
110	41210	124	2,000	
110	41210	141	1,260	
110	41210	142	295	
110	41210	143	2,754	
110	41210	201	500	

Acct	Funtion	Obj		Debit		Credit
110	41210	202		500		
110	41210	280		250		
110	41210	282		250		
110	41210	307				500
110	41210	308				250
110	41210	309				3,000
110	41210	378		250		
110	41500	201		150		
110	41500	202		150		
110	41500	210				2,000
110	41500	281		3,000		
110	41500	282		200		
110	41500	299		250		
110	41500	302		250		
110	41500	309		500		
110	41500	310		500		
110	41500	948				850
110	41711	112		1,000		
110	41711	141		37		
110	41711	142		9		
110	41711	143		136		
110	41711	168				400
110	41711	401		1,000		
110	41711	214		100		
110	41711	215		100		
110	41711	216		100		
110	41711	220				500
110	41711	221		100		
110	41711	222		100		
110	41711	255				15,000
110	41711	258				2,000
110	41711	276		8,000		
110	41711	280		250		
110	41711	282		250		
110	41711	299		500		
110	41711	300		500		
110	41711	307		500		
110	41711	310				500
110	41711	311				1,000
110	41711	315		100		
110	41711	316		100		
110	41711	324		250		
110	41711	331		500		
110	41711	378		800		
110	41711	454		250		
110	41711	948				500
110	41711	494				75,000
110	41711	994		350,000		
110	42100	112		5,000		

Acct	Funtion	Obj		Debit		Credit
110	42100	132				17,600
110	42100	141				781
110	42100	142				183
110	42100	143		678		
110	42100	201		250		
110	42100	202		1,000		
110	42100	220		500		
110	42100	236		1,000		
110	42100	258		5,000		
110	42100	261		10,000		
110	42100	269				40,000
110	42100	282		2,000		
110	42100	283		2,000		
110	42100	296		1,500		
110	42100	299		2,100		
110	42100	302		1,000		
110	42100	303		500		
110	42100	308		4,000		
110	42100	327		1,000		
110	42100	331		5,000		
110	42100	368		5,000		
110	42100	370		1,000		
110	42100	371		500		
110	42100	375		1,000		
110	42100	377				4,000
110	42100	378				8,000
110	42100	379				3,000
110	42100	382		1,000		
110	42100	387				4,800
110	42100	394				2,700
110	42100	948		2,500		
110	42100	207		35,000		
110	42100	920				250,000
110	42100	921				10,000
110	42100	901				5,000
110	42100	902				2,000
110	42100	939				15,300
110	42200	110				76,680
110	42200	116		1,000		
110	42200	141				4,692
110	42200	142				1,097
110	42200	143				10,255
110	42200	203				3,000
110	42200	205		1,000		
110	42200	208		3,000		
110	42200	220		500		
110	42200	240		1,000		
110	42200	280		1,000		
110	42200	282		1,500		

Acct	Funtion	Obj		Debit		Credit
110	42200	283		500		
110	42200	299		5,000		
110	42200	302		5,000		
110	42200	308				500
110	42200	309		1,500		
110	42200	331		1,000		
110	42200	370		1,000		
110	42200	380				750
110	42200	424				4,000
110	42200	436				500
110	42200	452				7,000
110	42200	207		50,000		
110	42200	421				100,000
110	42200	909		9,000		
300	42200	421		3,000		
110	43000	110		54,610		
110	43000	112				10,000
110	43000	141		2,766		
110	43000	142		647		
110	43000	143		6,045		
110	43000	240		2,000		
110	43000	280		150		
110	43000	282		750		
110	43000	331		2,000		
110	43000	378		1,000		
110	43000	450		500		
110	43000	451		500		
110	43000	452		1,000		
110	43000	453		1,000		
110	43000	460		2,000		
110	43000	468		2,500		
110	43000	470		2,000		
110	43000	473		1,000		
110	43000	948		1,000		
300	43000	266				5,000
121	43000	247		3,000		
121	43000	342		5,000		
121	43000	931		25,000		
121	43000	940		76,500		
121	43000	944				15,000
110	44700	110		21,294		
110	44700	112				1,000
110	44700	141		1,258		
110	44700	142		294		
110	44700	143		2,750		
110	44700	401		500		
110	44700	201		500		
110	44700	202		150		
110	44700	220		100		

Acct	Funtion	Obj	Debit	Credit
110	44700	240		1,000
110	44700	258	250	
110	44700	261	2,000	
110	44700	262	2,000	
110	44700	282	750	
110	44700	302	500	
110	44700	308		300
110	44700	309	1,000	
110	44700	324		1,500
110	44700	342	1,000	
110	44700	378	3,500	
110	44700	450	2,500	
110	44700	452	5,000	
110	44700	454		500
110	44700	462	1,000	
110	44700	470	9,250	
110	44700	478	5,500	
110	44700	479	1,500	
110	44700	489	1,200	
110	44700	497	2,500	
110	44700	498	6,000	
110	44700	941		100,000
110	44700	440	27,500	
110	44700	942	20,000	
112	44700	440		27,500
112	44700	450		2,500
112	44700	452		5,000
112	44700	462		1,000
112	44700	470		9,250
112	44700	478		5,500
112	44700	479		1,500
112	44700	488		30,000
112	44700	489		1,200
112	44700	497		2,500
112	44700	498		6,000
113	44700	533	40,000	
300	44700	488		20,000
			1,207,888	1,207,888

Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

December 5, 2024

Passed Second Reading

2025 MEETINGS

DATE	MEETING TYPE	CONFLICTS
JANUARY 2, 2025	BOC	
JANUARY 14, 2025	PC	
JANUARY 16, 2025	BOC	
JANUARY 30, 2025	TOWN HALL	
FEBRUARY 6, 2025	BOC	
FEBRUARY, 11 2025	PC	
FEBRUARY 20, 2025	BOC	
MARCH 6, 2025	BOC	
MARCH 18, 2025	PC	
MARCH 20, 2025	BOC	
APRIL 3, 2025	BOC	
APRIL 8, 2025	PC	
APRIL 17, 2025	BOC	
MAY 1, 2025	BOC	
MAY 13, 2025	PC	
MAY 15, 2025	BOC	
MAY 29, 2025	TOWN HALL	
JUNE 5, 2025	BOC	
JUNE 10, 2025	PC	
JUNE 19, 2025	BOC	JUNETEENTH
JULY 3, 2025	BOC	JULY 3 RD CELEBRATION
JULY 8, 2025	PC	
JULY 17, 2025	BOC	
JULY 31, 2025	TOWN HALL	
AUGUST 7, 2025	BOC	
AUGUST 12, 2025	PC	
AUGUST 21, 2025	BOC	
SEPTEMBER 4, 2025	BOC	
SEPTEMBER 9, 2025	PC	
SEPTEMBER 18, 2025	BOC	
OCTOBER 2, 2025	BOC	
OCTOBER 14, 2025	PC	
OCTOBER 16, 2025	BOC	
OCTOBER 30, 2025	TOWN HALL	
NOVEMBER 6, 2025	BOC	
NOVEMBER 18, 2025	PC	
NOVEMBER 20, 2025	BOC	
DECEMBER 4, 2025	BOC	
DECEMBER 9, 2025	PC	
DECEMBER 18, 2025	BOC	

WILLIAMSON COUNTY SCHOOLS SPRING BREAK - MARCH 10-14, 2025

WILLIAMSON COUNTY SCHOOLS FALL BREAK – OCTOBER 6-10, 2025

RESOLUTION 58-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR SHERWIN WILLIAMS

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City; and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for Sherwin Williams.

Passed and adopted this the 19th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

SITE DEVELOPMENT AGREEMENT
FOR
SHERWIN WILLIAMS
2310 FAIRVIEW BLVD, FAIRVIEW, TN 37062
MAP 047 PARCEL 00203

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 19th day of DECEMBER 2024, by and between **THE CITY OF FAIRVIEW**, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and the CAPSTONE PARTNERS, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as SHERWIN WILLIAMS consisting of 1 COMMERCIAL BUILDING (hereinafter called the "PROJECT"); and

WHEREAS, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the 7th day of JULY, 2024 pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

WHEREAS, the project shall require a **site reclamation bond** in the amount of **\$76,515.00 (SEVENTY SIX THOUSAND AND FIVE HUNDRED AND FIFTEEN DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide for the health, safety and welfare of those persons frequenting the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT. Said improvements may include, but not be limited to, sidewalks, storm water conveyance and detention systems, parking and vehicular access control features, landscaping buffers and the like; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the approved site plan and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the design embodied in the approved site plan creates unintended and potentially detrimental impacts upon the public infrastructure network of the CITY.

NOW, THEREFORE, in consideration of the CITY accommodating upon its network of infrastructure the vehicular traffic, storm water and other impacts generated by this PROJECT (subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the CITY of Fairview and the State of Tennessee), and

IN FURTHER CONSIDERATION of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, sidewalks, drainage improvements, access control features and other facilities in accordance with this agreement.

B. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Right of Entry

The CITY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to stabilize and secure the development site so as to protect the health and welfare of the general population.

D. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

E. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

F. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

G. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

H. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

I. Severability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

J. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the City to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY and a new agreement is issued naming the new owners as principal.

II. TREE PROTECTION MEASURES

A. Tree Protection Plan Required

The DEVELOPER shall cause to be prepared and submitted to the CITY a "Tree Protection Plan" as required by Ordinance 528. Such plan shall be prepared and approved prior to or in conjunction with plans for any use for which either a "Site Development Plan" or a "Master Development Plan" is required under applicable provisions of the Zoning Ordinance (Ordinance # 444).

B. Protective Measures Required

The DEVELOPER agrees that specific protective barriers and other applicable measures as specified in Section 13-406 (Protection of Existing Tree Cover) of Ordinance 528, and approved within the "Tree Protection Plan," shall be installed and/or erected prior to any tree removal activities or grading upon this site. The DEVELOPER further agrees that during all building, renovating or razing operations, such protective measures specified shall be maintained so as to prevent damage to said trees.

C. Development Activities Prohibited

It is understood and agreed that all development activities except those specifically permitted by the approved development plans that accompany this agreement shall be prohibited within the "tree protection zones" designated upon the approved development plans. It is further understood that all temporary construction activities including all digging, concrete washing, storage of construction material, debris or fill and parking of construction vehicles shall also be prohibited within designated "tree protection zones".

III. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, all parking and access controls and all other improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Subsection 14-103.3, (SITE DEVELOPMENT PLANS) of the Zoning Ordinance and any other details as requested by the CITY. In any instance where building construction is not proposed for a site but grading or filling activity is proposed that is sufficient to trigger the requirement for a grading plan such plan shall be prepared, submitted and approved in accordance with Subsection 14-103.4, (Grading Plans) of the Zoning Ordinance.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee design criteria. Storm water management and access controls shall be designed according to applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER.

IV. COMMENCEMENT OF CONSTRUCTION

No site grading or construction of improvements shall begin until the following events have occurred:

- A. The Plans are approved by the CITY, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

- B. If required, the review fee described in Paragraph I hereof, has been paid in full.
- C. The CITY shall have received an appropriately executed Site Development Agreement.
- D. The pre-construction conference described in the attached amendment to the Fairview Zoning Ordinance Article XIV, Subsection 14-102.1, hereof, has been held.
- E. A reclamation bond in the appropriate amount has been posted.
- F. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

V. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities, parking areas, travel ways, and access control features, elements of storm water drainage systems, landscaping features and other site features in strict accordance with the approved construction plans.

B. Utilities

As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and CITY specifications, all fire lines, sewer service, and all facilities, equipment and accessories relating, thereto, necessary to provide utility service to the Project. The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the development site. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities, both on and off site, brought about as a result of the development of the project.

C. Site Grading

1. The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved Erosion Control Plan and to comply with all rules, regulations and ordinances of the CITY.
2. The DEVELOPER further agrees to complete the work in compliance with an approved Geotechnical report for the Development. Said Geotechnical report shall be submitted to the CITY for review and approval and shall become a part of the construction documents for the Development. The approved Geotechnical report shall include the following:

- a. Specifications for the preparation of the site prior to placing of compacted fill material.
 - b. Specifications for material to be used as compacted fill.
 - c. Test methods to be used to determine the maximum dry density and optimum moisture content of the material to be utilized as compacted fill.
 - d. Maximum allowable thickness of each lift of compacted fill material.
 - e. Field test method for determining the in-place dry density of the bearing capacity of the compacted fill.
 - f. Minimum acceptable in-place dry density expressed as a percentage of the maximum dry density determined in accordance with item "c."
 - g. Number and frequency of field tests required to determine compliance with Item "d."
 - h. Recommended paving design.
 - i. Recommended maximum safety slopes for fills and embankments.
 - j. Any special construction required to protect the public health and safety.
3. The DEVELOPER, hereby, agrees to retain the services of a geotechnical engineering firm to monitor site work as required to assure compliance with the geotechnical report.
 4. The DEVELOPER, hereby, agrees that the Geotechnical report shall be submitted to the CITY prior to the DEVELOPER receiving any permit for construction of footings on compacted fill material.
 5. At the completion of construction, the Geotechnical engineer shall certify in writing that the work was witnessed by the Geotechnical engineer and performed in accordance with the Geotechnical report.

D. Storm Water Management

1. Erosion Control During Construction

To properly manage storm water runoff during the construction process the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the development as approved by the CITY in conformance with the published design standards and

specifications of the CITY. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be protected as required by the CITY to prevent erosion. In the event the CITY determines that necessary erosion control is not being provided by the DEVELOPER, the proper governing authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within fifteen (15) days after the notice then the proper governing authority shall make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work.

2. Design to Manage Flow

Any and all water courses lying partially or wholly within the bounds of this development shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this development, or of any adjoining property.

3. Design of Flow Management Structures

All storm water management structures necessitated by the plans for this development that affect any water course lying partially or wholly within this development are to be provided by the DEVELOPER.

4. Detention and Retention Facilities

All detention and retention facilities situated upon a development site shall be designed, constructed, and maintained in strict conformance with approved development plans. Once installed, no detention or retention element may be altered so as to reduce the storage capacity of such facility. All detention and retention facilities shall be maintained so as to ensure proper operation and safety.

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY 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. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

The DEVELOPER, hereby, agrees to design and construct all parking areas and traffic circulation facilities to meet the design standards set out in the Zoning Ordinance. (See Section 9-104, Off Street Parking Lot Design Standards.) Points of access shall be installed as shown on the approved development plan and no further alteration or modification shall be permitted unless an amended site plan is approved.

2. Paving

Vehicular parking and maneuvering areas shall be paved in accordance with approved development plans. The types of material, cross sectional area and other characteristics of paving design shall be as approved in the development plans.

3. Handicapped Access

All sites and structures shall be designed and constructed so as to comply fully with all applicable provisions of The American Disabilities Act. The number and design of handicapped parking spaces shall be in accordance with Subsection 9-104.4, (Handicapped Parking) of the Zoning Ordinance.

VI. MODIFICATIONS DURING CONSTRUCTION

It is understood and agreed that all site construction and development activity shall proceed in strict compliance with the approved site plan. It is further understood that minor modifications in the terms and conditions of the approved site plan may be made from time to time as provided in Subsection 14-103.6, (Construction to Be in Accordance with Approved Plans) of the Zoning Ordinance. It is further understood that any proposed modification that is not permitted under these provisions may be approved only as an amendment to the development plan. Finally, it is understood that any modification in site construction or development activity which exceeds the limits for minor modifications permitted in Subsection 14-103.6, shall, unless approved as an amendment to the site plan, constitute a violation of this agreement and the Zoning Ordinance of the City and is punishable as provided in Article XIV, Subsection 14-108.3.

VII. INSPECTION AND COMPLIANCE

It is understood and agreed that the DEVELOPER on at least three (3) occasions during the time construction or development activity is taking place upon any site, shall be required to certify the correspondence between actual conditions existing upon such site and the depiction of those conditions upon approved development plans. Failure to present these certifications in a timely manner will result in issuance of a "stop work" order by the City. These certifications shall be performed and signed by a licensed surveyor employed by the DEVELOPER and shall be as follows:

- A. The first certification shall be presented when the building foundation is substantially complete. The surveyor shall certify the building location and the first floor elevation of the foundation.
- B. The second certification shall be presented when the site has been rough graded to the point where the drainage system has been installed and parking areas generally established. This certification shall indicate actual location and elevations upon the site

of all buildings, parking areas and drainage facilities (specifically including the location and elevation of inlet and outlet structures). The extent of correspondence between actual conditions found upon the development site and those depicted on the approved site plan shall be indicated.

- C. The final certification shall be presented when construction upon the site is substantially complete and the building is ready for occupancy. This certification shall indicate actual conditions upon the development site. To be included are all aspects of the development project, to include, but not be limited to:
- Location and dimensions of all buildings, parking areas, points of access to public streets and other site features.
 - Location and sizes of all utilities and storm drainage facilities as established on the site.
 - Location and material (to include plant names and size were specified) of all landscaping and site plantings.

VIII. EASEMENTS

Any development plan submitted which requires dedication of right-of-way or recording of any easements shall either be accompanied by a final plat of the property shown on said plan, or shall be accompanied by a legal instrument which is sufficient in form to record in the Register of Deeds Office. This document must be recorded in the Register of Deeds Office prior to issuance of a Certificate of Use and Occupancy.

IX. VIOLATIONS and REMIDIES

It is understood that this Development Agreement is adopted pursuant to authority granted to the City by Title 13, Sections 13-7-201 – 13-7-211, Tennessee Code, to develop and administer zoning laws and that any violation of such agreement shall constitute a violation of the Zoning Ordinance of the City. It is further understood that a violation of this Development Agreement is punishable as provided in Article XIV, Subsection 14-108.3, (Penalties for Violation) of said Zoning Ordinance.

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

X. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

ADDENDUM

Guaranty Agreement

SECTION 1

FOR VALUE RECEIVED, and in consideration of the commitments incurred or to be incurred in the **SITE DEVELOPMENT** Agreement or other commitments from time to time afforded or to be afforded to CAPSTONE PARTNERS, hereinafter called the "Developer") by or its successors, endorsees, transferees and assigns (all of which are hereinafter called "Developer"), the undersigned, hereby guarantees the full and prompt payment to the City of Fairview, Tennessee, hereinafter called City, at all times hereafter of any and all indebtedness, obligations and liabilities of every kind and nature now or hereafter owing pursuant to the **SITE DEVELOPMENT** Agreement.

("SITE DEVELOPMENT, Agreement") of even date herewith, executed by the Developer (all of which are herein collectively referred to as the "Development Agreement").

This guaranty shall be continuing, absolute and unconditional, and shall apply to and cover all renewals, extensions, and modifications of the Development Agreement.

In event of the dissolution, liquidation, insolvency (however evidenced) of, or institution of bankruptcy or receivership proceedings by or against, Developer, or any guarantor or surety of Developer for all or any part of the commitments provided in the Development Agreement, all of the Indebtedness resulting from the **SITE DEVELOPMENT** Agreement to the City then existing shall, for the purposes of this guaranty and at the option of City, immediately become due and payable from the undersigned; and, in such event, any and all sums or payments of any nature which may be or become due and payable by the Developer to the City are hereby assigned to the City, and shall be collectible by the City, without necessity for other authority than this instrument, until all such Indebtedness of the Development to the City shall be fully paid and discharged, but such collection by City shall not in any respect affect, impair or diminish any other rights of City hereunder.

City may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of said Indebtedness, and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said Indebtedness shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as though such assignee, transferee or holder were herein by name given such rights, powers and benefits.

In the event City is required at any time to refund or repay to any person for any reason any sums collected by it on account of the obligations subject to this guaranty, the undersigned agrees all such sums shall be subject to the terms of this guaranty, and City shall be entitled to recover such sums from the undersigned notwithstanding the fact that this guaranty may have previously been returned to the undersigned or that undersigned may have previously been discharged from further liability under this guaranty.

No act or omission of any kind, or at any time, on the part of City in respect to any matter whatsoever shall in any way affect or impair this guaranty. This guaranty is in addition to, and not in substitution for or discharge of, any other guaranty held by City.

This guaranty and every part thereof shall be binding upon the undersigned, [jointly and severally,] and upon his [her] [its] [their] respective heirs, legal representatives, [successors) and assigns, as fully as though everywhere specifically mentioned, and shall be construed according to the laws of the State of Tennessee. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the use of any gender shall be applicable to all genders. This guaranty is severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

SECTION 2.

Guaranty Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor;

(b) any modification or amendment of or supplement to any promissory note, loan agreement, contract, or other agreement, including, without limitation, any such amendment which may increase the amount of the Guaranteed Obligations guaranteed hereby;

(c) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any Collateral or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect Collateral for the Guaranteed Obligations;

(d) any change in the corporate, [partnership or other existence,] structure or ownership of the Borrower or any Other Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Guarantor, or any of their respective assets or any resulting release or discharge of any obligation of the Guarantor;

(e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the City, any Other Guarantor, or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any Collateral or any part thereof, or any other invalidity or unenforceability relating to or against the City or any Other Guarantor, for any reason related to any provision of applicable law or regulation purporting to prohibit the payment by the Guarantor;

(g) the failure of any Guarantor to take any steps to perfect and maintain any liens or security interest in, or to preserve any rights to, any Collateral, if any;

(h) the election by, or on behalf of, any Guarantor, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code Annotated (11 U.S.C.A. §§ 101 et seq.) (The Bankruptcy Code), of the application of § 1111(b)(2) of the Bankruptcy Code;

(i) any borrowing or grant of a security interest by the Guarantor, as debtor-in-possession, under § 364 of the Bankruptcy Code;

(j) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of the claims of any Guarantor for repayment of all or any part of the Guaranteed Obligations;

(K) The failure of any Other Guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(l) any other act or omission to act or delay of any kind by the Guarantor, any Other Guarantor, any Lender or any other Person or any other circumstance whatsoever which might constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

OWNER/ Guarantor

DEVELOPER/ Guarantor

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 59-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT AND ASSUMPTION AGREEMENT FOR BOWIE MEADOWS PHASE 1

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City; and

WHEREAS, the Site Development Agreement provides for the transfer of the project to a transferee; and

WHEREAS, the transferee has provided the city an assumption agreement and written notice has been provided by the developer attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Assignment and Assumption Agreement for Bowie Meadows Phase 1.

Passed and adopted this the 19th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Regent Homes

7376 Althorp Way, Suite 300
Nashville, Tennessee 37211

City of Fairview
Ethan Greer
City Planner
7111 Bowie Lake Road
Fairview, Tennessee 37062

November 8, 2024

Re: Lennar Homes Assumption of Bowie Meadows

Mr. Greer,

Regent Homes, LLC would like to request for the City of Fairview to allow Lennar Homes to assume the project known as Bowie Meadows. We would like to request that all responsibilities associated with the project be transferred to Lennar Homes. This would include grading permit, NOC, development agreement, reclamation bond and any other agreements associated with the project. Please let me know if I need to do anything to help get this completed.

Thank you,



John Beyer
V.P. Land Development

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made the day of _____, 20____ (the "Effective Date") by **Regent Homes, Inc.**, a Tennessee for profit corporation ("Assignor") and **Lennar Homes of Tennessee, LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties."

Recitals

WHEREAS, Assignor, as Developer, entered into that certain Site Development Agreement for Bowie Meadows Phase 1 (Map 043, 043E and Parcel 026.00, 006.00) (the "SDA") with The City of Fairview, Tennessee (the "City") for the development of Bowie Meadows, Phase 1 (the "Property"), a residential development consisting of 43 lots (the "Project").

WHEREAS, the City joins in the execution of this Assignment to acknowledge the City's consent to the assignment of the SDA; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the SDA to Assignee, and Assignee desires to assume all of the rights and obligations of Assignor under the SDA as further set forth therein.

Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Affirmation of Recitals.** Assignor and Assignee acknowledge and agree that the recitals set forth above are true and correct to the best of their knowledge, information, and belief; and the parties hereto acknowledge that these representations are material terms of this Assignment.

2. **Assignor Representations and Warranties.** Assignor represents and warrants to Assignee as of the Effective Date that:

a. A true, correct, and complete copy of the SDA and all exhibits, supplements, amendments, and change orders related thereto are attached hereto as collective **Exhibit A** and, except as shown therein, the SDA has not been modified, amended, or terminated in any way, orally or in writing, and is in full force and effect.

b. The City has not issued any notice under the SDA claiming that Assignor is in default under the SDA, and no event has occurred which with notice or lapse of time (or both) would cause a default to occur thereunder.

c. Assignor has no knowledge that any of the representations and warranties under the SDA are untrue or incorrect in any material respect.

d. No bankruptcy, insolvency, rearrangement or similar action involving Assignor, whether voluntary or involuntary, is pending or, to the best of Assignor's knowledge, threatened; and Assignor has no intention of filing any such action or proceeding.

e. As of the Effective Date hereof, Assignor has paid in full all furnishers of labor and/or materials for all such labor and/or materials furnished to the Property.

f. Assignor has no knowledge of any incomplete, defective, or deficient work performed on the Property that has not been property completed or corrected as of the Effective Date.

g. The foregoing representations and warranties of Assignor survive the delivery of the Assignment.

3. **Assignment.** Subject to and in accordance with the provisions of this Assignment:

a. Assignor hereby assigns and transfers to Assignee all right, title, and interest of Assignor in, to, and under the SDA; and

b. Assignee hereby accepts the foregoing assignment, and assumes and agrees to perform all of the covenants and agreements in the SDA to be performed by the "Developer" thereunder that arise or accrue from and after the Effective Date of this Assignment.

4. **Relationship of the Parties.** Nothing contained herein is intended to create, nor shall it ever be construed to make, Assignor and Assignee partners or joint venturers.

5. **Indemnification of Assignee.** To the fullest extent permitted by law, Assignor, for itself and for its agents, representatives, employees, independent contractors or any other person or entity acting for or on its behalf, agrees to indemnify and hold Assignee harmless from all third party claims, liabilities or out of pocket damages ("Claims") whether in tort, contract, or otherwise arising out of or related to: (a) actions or inaction in connection with Assignor's status as "Developer" under the SDA; (b) the operation and management of the Project; (c) the construction and development activities upon the Property (collectively, the "Retrospective Actions"), **but only to the extent** such Retrospective Actions occurred before the Effective date of this Assignment. Assignor hereby irrevocably and unconditionally agrees to release, acquit, and forever discharges Assignee, its affiliated companies, and all of their respective officers, shareholders,

employees, independent contractors, representatives, agents, successors in interest, attorneys and/or assigns from any and all claims, rights, interests, causes of action, and/or remedies of any nature, kind, or description related to Retrospective Actions.

6. **Indemnification of Assignor.** To the fullest extent permitted by law, Assignee, for itself and for its agents, representatives, employees, independent contractors or any other person or entity acting for or on its behalf, agrees to indemnify and hold Assignor harmless from all Claims arising out of or related to: (a) actions or inaction in connection with Assignee's status as "Developer" under the SDA; (b) the operation and management of the Project; (c) the construction and development activities upon the Property (collectively, the "Prospective Actions"), **but only to the extent** such Prospective Actions occurred after the Effective Date of this Assignment. Assignee hereby irrevocably and unconditionally agrees to release, acquit, and forever discharges Assignor, its affiliated companies, and all of their respective officers, shareholders, employees, independent contractors, representatives, agents, successors in interest, attorneys and/or assigns from any and all claims, rights, interests, causes of action, and/or remedies of any nature, kind, or description related to Prospective Actions.

7. **Time of Essence.** Time shall be of essence in the performance of the terms and conditions of this Assignment. In the event any time period specified in this Assignment expires on a Saturday, Sunday or bank holiday on which national banks in Tennessee are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Assignment, business days shall be Monday through Friday, excluding any recognizable State or Federal holidays.

8. **Jury Waiver and Attorney's Fees.** ASSIGNOR AND ASSIGNEE EACH AGREE TO WAIVE A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS ASSIGNMENT. If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the Parties shall bear their respective attorney's fees incurred in connection therewith.

9. **Entire Agreement.** This Assignment supersedes all prior discussions and agreements between Assignor and Assignee with respect to the transaction contemplated herein. This Assignment contains the sole and entire understanding between Assignor and Assignee with respect to the transaction contemplated by this Assignment, and all promises, inducements, offers, solicitations, agreements, representations, and warranties heretofore made between the Parties are merged into this Assignment. This Assignment reflects the negotiated agreement of the Parties. Each Party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and that each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this Assignment. This Assignment shall not be modified or amended in any respect by a written instrument executed by the Parties.

10. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Assignment and shall not supplement, limit or otherwise vary in any respect the text of this Assignment. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Assignment.

11. **Number and Gender.** As used in this Assignment, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.

12. **Applicable Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

13. **Counterparts and Signatures.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further electronic signatures shall be as binding as originals, and signatures transmitted by electronic means shall be deemed originals and shall be binding upon the Parties.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on or as of the day and date first above written.

ASSIGNEE:

**Lennar Homes of Tennessee, LLC,
a Delaware limited liability company**

By: _____

Print
Name: _____

Its: _____

Date: ____ / ____ / ____

AND

**Lennar Homes of Tennessee, LLC,
a Delaware limited liability company**

By: _____

Print
Name: _____

Its: _____

Date: ____ / ____ / ____

ASSIGNOR:

**Regent Homes, Inc.,
a Tennessee for profit corporation**

By: _____

Print
Name: _____

Its: _____

Date: ____ / ____ / ____

For Acknowledgement and Consent:

CITY:

The City of Fairview, Tennessee

By: _____

Print
Name: _____

Its: _____

Exhibit A

COPY OF SDA

[Insert on Following Pages]

RESOLUTION 45-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR BOWIE MEADOWS PHASE 1

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a "Site Development Agreement" (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities, and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing, and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City, and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A,

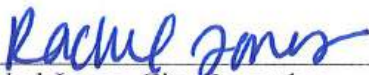
NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for the Bowie Meadows Phase 1 Development:

Passed and adopted this the 10th day of July, 2023.



Lisa Anderson, Mayor

ATTEST:



Rachel Jones, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
BOWIE MEADOWS PHASE 1
MAP 043, 043E AND PARCEL 026.00, 006.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 6th day of July 2023, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and Regent Homes, Inc, the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as Bowie Meadows Phase 1, consisting of 43 residential lots,

(hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the 13th day of June, 2023, as Resolution PC 24-23, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for **Bowie Meadows Phase 1** in the amount of **\$351,600 (THREE-HUNDRED FIFTY ONE THOUSAND AND SIX HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$1,313,100 (ONE MILLION THREE-HUNDRED AND THIRTEEN THOUSAND AND ONE-HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety, and welfare of future residents of the PROJECT and the general public, it will be necessary for certain improvements to the CITY'S utility systems, public infrastructure, and common areas to be constructed within and to serve the PROJECT including but not be limited to roads, bridges, sidewalks, pedestrian facilities, stormwater conveyance and detention systems, street signs, markings, signals, street lighting, recreation and park facilities, landscaping, and the like (hereinafter the "IMPROVEMENTS"); and,

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct, in accordance with the approved plans and the Zoning Ordinance and other rules, regulations, and ordinances of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost; and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements

as determined in the Development Plan of the PROJECT, subject to the City of Fairview Board of Commissioners approval by resolution, and subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the City of Fairview and the State of Tennessee,

NOW, THEREFORE, it is agreed and understood as follows:

A1 General Conditions

A1.1 Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers, utilities, and other facilities in accordance with this agreement.

A1.2 City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations, and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans and specifications approved by the City and made a part, hereof.

A1.3 Fees

Review fees, inspection fees, and other amounts established by the CITY shall be paid prior to any review of the plans. If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, inspection fees, or other amounts paid to the CITY shall be refundable to the DEVELOPER.

A1.4 Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the work and facilities are in accordance with the approved Construction Plans, and other rules, regulations, and ordinances of the CITY.

A1.5 Right of Entry

The CITY shall have the right, in case of breach of the Performance Agreement, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

A1.7 Stormwater Maintenance Agreement

If the PROJECT includes any detention or retention ponds, common drainage ditches, water quality facilities, or stormwater facilities outside of the CITY rights-of-way, the DEVELOPER will submit a Stormwater Maintenance Agreement, to be filed with and recorded with the Final Plat.

A1.8 Attorney Fees and Other Expenses

The DEVELOPER shall pay all reasonable costs and expenses incurred by the CITY in enforcing or completing this agreement. The DEVELOPER shall pay all costs and expenses, including the CITY'S attorney fees, of any legal proceedings brought by the CITY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

A1.9 Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party except as permitted pursuant to A1.13 below.

A1.10 Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

A1.11 No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

A1.12 Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect, or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

A1.13 Transferability

The DEVELOPER agrees to not transfer the property on which this PROJECT is to be located without first providing the CITY with written notice. The transferee shall provide the CITY an Assumption Agreement of this Agreement, whereby the transferee agrees to perform the IMPROVEMENTS required under this agreement and to provide a performance surety. The DEVELOPER understands that if the DEVELOPER transfers said property without providing the notice of transfer and Assumption Agreement as required herein, they will be in breach of this agreement and in violation of the Zoning Ordinance.

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an

authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

This agreement shall be binding upon the DEVELOPER and the DEVELOPER'S heirs, administrators, executors, assigns, and any other successors in interest.

A1.16 Entire Agreement

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them. No variations or alterations of the terms of this agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

A1.17 Headings

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement and in no way shall define, limit, extend, or describe the scope or intent of any provision, hereof.

A2 Performance Surety

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the FMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in the Zoning Ordinance and Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

A3 Construction

A3.1 Construction Plans

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all stormwater management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Subdivision Regulations, Zoning Ordinance, and all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

A3.2 Commencement of Construction

Construction of IMPROVEMENTS may not begin until the following events have occurred:

- A. The Development Plan has been approved by the FMPC;
- B. The Construction Plans are approved by the CITY;
- C. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the CITY and/or DEVELOPER in writing;
- D. The CITY shall have received an appropriately executed Development Agreement; and
- E. The pre-construction conference has been held;
- E. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least one (1) working day prior to commencement.

A3.3 Site Grading

The DEVELOPER, hereby, agrees to construct all site grading to comply with the approved Construction Plans, including the approved Erosion Control Plan for the PROJECT and to comply with the Stormwater Ordinance, and all other codes and ordinances enforced by the CITY.

A3.4 Stormwater Management Systems

The DEVELOPER shall be responsible for all stormwater management work made necessary by the development of this PROJECT. It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the CITY 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. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision stormwater improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

A3.5 Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of streets and driveways including but not limited to material and density testing.

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance

After construction begins, the CITY shall provide on-site construction inspection as the CITY deems necessary to ensure that all work is performed and completed in accordance with the Construction Plans, CITY specifications, and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Construction Plans or to comply with the CITY'S specifications, the CITY may issue a stop-work order and DEVELOPER, hereby, agrees to be bound by such order.

A3.8 Testing

The DEVELOPER agrees to pay the cost of all engineering, inspection, and laboratory cost incidental to construction of the streets, sidewalks, utilities, compacted fill material, and other facilities included within this agreement. Such testing includes, but is not limited to, material and density testing.

A3.9 Scrap Removal

The DEVELOPER agrees to comply with all local, state, and federal rules and regulations regarding waste material and debris disposal.

A4 Acceptance of Improvements

A4.1 Completion of Improvements

At such time as the improvements have been constructed and installed, acceptance of improvements shall follow Subdivision Regulations Article 3-104. The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

A4.2 As-Built Drawings and Post-Completion Items

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the stormwater management and streets within the development before the CITY shall accept the development.

A4.3 Acceptance of Facilities


Upon final acceptance of all or part of the IMPROVEMENTS in the PROJECT, then those IMPROVEMENTS shall become the property of the CITY free from all claims from any person or entity without the necessity of any further writing, agreement, or deed. The DEVELOPER further agrees that any facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.


A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to

the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

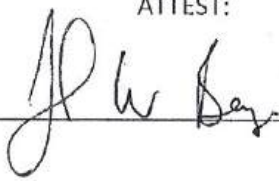
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so, to do on or as of the day and year first given.


OWNER/ Guarantor


DEVELOPER/ Guarantor

President / Chief Manager
TITLE

President / Chief Manager
TITLE

ATTEST:


ATTEST:

V.P. Road Development
TITLE

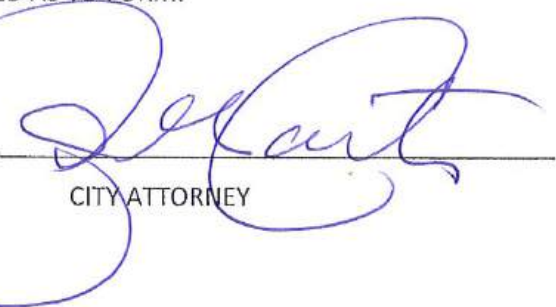
TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: Lisa Anderson
MAYOR

7-6-2023
DATE

APPROVED AS TO FORM:

BY: 
CITY ATTORNEY

7.6.2023
DATE

STATE OF TENNESSEE
Williamson
COUNTY

December 19, 2024
Date

CITY OF FAIRVIEW COUNCIL MEMBERS

RESOLUTION

No. 60-24

Authorization for the Mayor of Fairview, Tennessee to sign a
Proposal with Tennessee Department of Transportation
For Project No. State project # 94013-3220-14, 94013-2220-14, 94013-1220-14, 94013-0220-14
Federal project # STP-EN-NH-100(83)

NOW, THEREFORE BE IT RESOLVED by the Legislative Body of the City of
Fairview, Tennessee meeting in regular session this 19 th day of December,
2024 that the Mayor be authorized to sign a Proposal with the Tennessee Department
of Transportation for the road improvement project.

We, the undersigned City Council members, move the adoption of the above
Resolution.

Councilmember _____ moved to adopt the resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

APPROVED:

ATTEST:

Mayor, City of Fairview

City Clerk

LEGAL FORM APPROVED:

City Attorney



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200**

BUTCHELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

DATE: November 14, 2024

Lisa Anderson, Mayor
City of Fairview
POB 69
Fairview, TN 37062

**RE: Proposal for Acceptance
STATE PROJ. #: 94013-3220-14, 94013-2220-14, 94013-1220-14, 94013-0220-14
FED PROJ. #: STP-EN-NH-100(83)
COUNTY(s) Williamson
PIN #: 126905.00
DESCRIPTION: From the Fairview Community Center, north of Deer Ridge Road to Bowie
Lake Road in Fairview Route: SR-100**

Dear Mayor Anderson:

Enclosed you will find two (2) originals of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, both signed originals of the proposal should be returned to me, accompanied by a **certified original copy** of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly **recorded**. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order to keep the project schedule from being delayed. If you have any questions or anticipate any delay in the acceptance of this proposal, please feel free to call me.

Sincerely yours,

Houston Greer
TDOT Regional ROW Transportation Manager II
Phone: 615-350-4217

cc: Tom Daugherty, City Manager

Enclosures: Proposals (Originals & 2 copies)
Sample Resolution
Plans

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF FAIRVIEW, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Fairview, Tennessee, hereinafter “CITY”, designated as Federal Project No. STP-EN-NH-100(83), State Project No. 94013-3220-14,94013-0220-14,94013-1220-14,94013-2220-14 , that is described as “From the Fairview Community Center, north of Deer Ridge Road to Bowie Lake Road in Fairview Route: SR-100”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost

to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the

right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the

project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20 ____.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
HOWARD H. ELEY
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
LESLIE SOUTH
GENERAL COUNSEL

DATE: _____

Index Of Sheets

SHEET NO.	DESCRIPTIONS
1	TITLE SHEET
2	TYPICAL SECTIONS
3	RIGHT-OF-WAY & UTILITY NOTES, UTILITY OWNERS, AND DISTURBED AREA
3A	RIGHT-OF-WAY ACQUISITION TABLE
3B-3F	PROPERTY MAP
4-13	PRESENT LAYOUT
4A-13A	RIGHT-OF-WAY DETAILS
4B-13B	PROPOSED LAYOUT
4C-13C	PROFILE
14-14D	PROFILES OF PRIVATE DRIVES
15	EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) NOTES
16-16I	EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLANS STAGE 1
17-17I	EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLANS STAGE 2
18-18I	EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLANS STAGE 3
19-19E	CULVERT CROSS-SECTIONS
20-93	ROADWAY CROSS-SECTIONS

NO PROJECT COMMITMENTS SHEET INCLUDED IN THIS SET OF PLANS

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

WILLIAMSON COUNTY

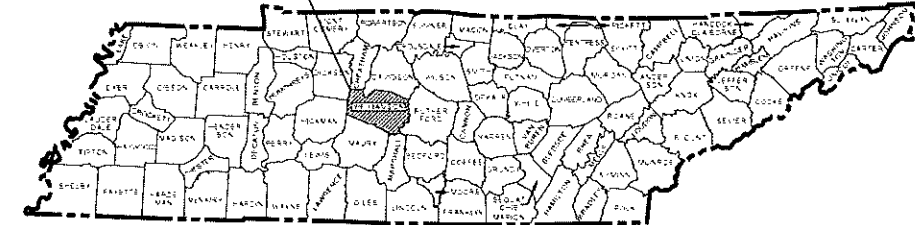
SR-100, FROM THE FAIRVIEW COMMUNITY CENTER NORTH OF DEER RIDGE RD TO BOWIE LAKE RD IN FAIRVIEW

**RIGHT-OF-WAY
SIDEWALK PROJECT**

STATE HIGHWAY NO. 100 F.A.H.S. NO.

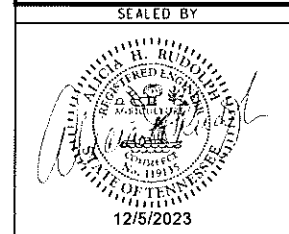
TENN.	YEAR	SHEET NO
	2019	1
FED AID PROJ. NO.	STP-EN-NH-100(83)	
STATE PROJ. NO.	94013-2220-14	

PROJECT LOCATION
WILLIAMSON COUNTY



EXCLUSIONS	
STATION TO STATION	LENGTH (FT.)
373+69.00 - 383+27.23	958.23
-	-
TOTAL =	958.23

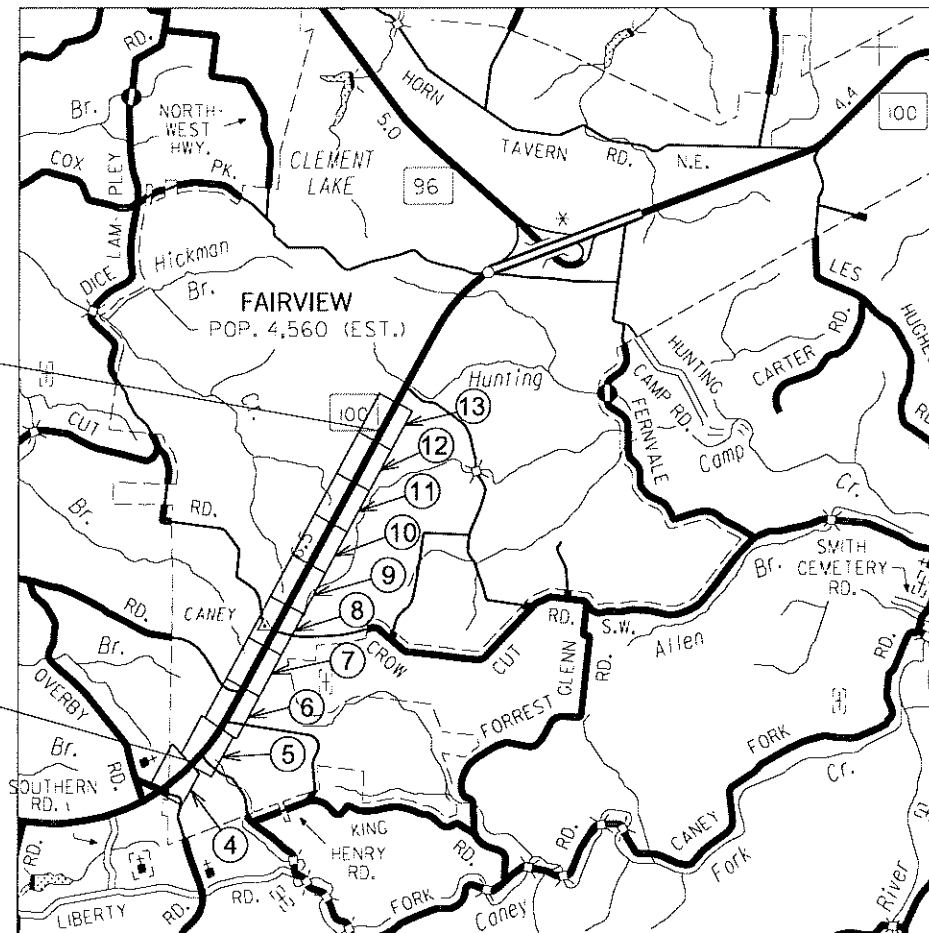
R.O.W.
PLANS



APPROVED: *Will Reid*
WILL REID, CHIEF ENGINEER

DATE:

APPROVED: *Howard H. Eley*
HOWARD H. ELEY, COMMISSIONER



94013-2220-14
END PROJECT NO. STP-EN-NH-100(83) R.O.W.
STA. 408+00.00
N 597265.3523 E 1633839.7648

94013-2220-14
BEGIN PROJECT NO. STP-EN-NH-100(83) R.O.W.
STA. 296+00.00
N 587681.2248 E 1628147.0946

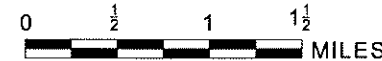
SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT C.E. MANAGER 1: ASO HAWRAMI, P.E.
DESIGNED BY: NEEL-SCHAFFER
DESIGNER: ALICIA RUDOLPH, P.E. CHECKED BY: MICHAEL MORRIS, P.E.
P.E. NO. 94013-1220-14 (DESIGN)
PIN NO. 126905.00

SCALE: 1" = 1/2 MILE



R.O.W. LENGTH 2.121 MILES

S.R. 100

SURVEY 05-31-18	TRAFFIC DATA
	ADT (2019) 14250
	ADT (2039) 30210
	DHV (2039) 3323
	D 65 - 35
	T (ADT) 2 %
	T (DHV) 1 %
	V 45 MPH

STATE PLANE COORDINATES ARE BASED ON GPS MEASUREMENTS OBTAINED 04-17-18 USING GEOID 03 MODEL AND DATUM ADJUSTMENT FACTOR OF 1.000085

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: _____
DIVISION ADMINISTRATOR DATE

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3A

REV. 08/15/19: REVISED TRACT NO. 29 PARCEL NO. REVISED TRACT NO. 36 BOOK NO. REVISED TRACT NO. 37 TAX MAP NO. AND PARCEL NO.

REV. 03/18/20: REVISED TRACT NO.2 OWNER, BOOK, AND PAGE NO. REVISED TRACT NO.10 OWNER AND PAGE NO. REVISED TRACT NO.13 PAGE NO. REVISED TRACT NO.14 OWNER AND PAGE NO. REVISED TRACT NO.17 BOOK AND PAGE NO. REVISED TRACT NO.18 OWNER, BOOK, AND PAGE NO.

REV. 01/11/21: REVISED TRACT NO. 37 OWNER, BOOK, AND PAGE. REVISED TRACT NO. 46 OWNER, BOOK, AND PAGE.

REV. 04/01/21: REVISED TRACT NO. 45 OWNER, BOOK, AND PAGE.

REV. 08/13/21: REVISED TRACT NO. 14 BOOK, AND PAGE.

NOTE 08/13/21: ADDED REVISIONS THAT WERE MADE ON 03/18/2020 AND WERE OMITTED ON ROW PLANS REVISIONS MADE ON 01-11-2021 AND 04-01-2021.

REV. 08/16/22: REVISED TRACT NO. 13 OWNER, BOOK, AND PAGE.

REV. 12/05/23: REVISED TRACT NO. 6 OWNER, BOOK, AND PAGE. REVISED TRACT NO. 8 OWNER, BOOK, AND PAGE.

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)				
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS	
				BOOK	PAGE													
1	WILLIAMSON COUNTY	69	28	752	736	21.763		21.763			21.763		1111 S.F.	2415 S.F.	0.392			
2	CATHERINE PRING	89C "A"	31	7705	249-251	0.947		0.947			0.947			1549 S.F.	3356 S.F.			
3	JANETTE LEE HUGHES	69C "A"	1	6393	640	1.247		1.247			1.247							
4	GARY JAWORSKI AND GLENDA JAWORSKI	69	32	983	920	1.391		1.391			1.391		1017 S.F.	190 S.F.	2988 S.F.			
5	WILLIAMSON COUNTY BOARD OF EDUCATION	46	66	123	191	11.004		11.004			11.004		2200 S.F.	1033 S.F.	0.262			
6	ALBERT NEWCOME AND VIRGINIA DIGGS	69D "A"	6	9355	546-547		0.689	0.689				0.689	777 S.F.	1260 S.F.	2218 S.F.			
7	KATHY G. WHITE	69D "A"	7	525	752		0.666	0.666				0.666	328 S.F.	160 S.F.	1579 S.F.			
8	DONNIE RAY NEWCOME AND WIFE, PAMELA TERESE NEWCOME	69D "A"	8	9355	544-545		0.670	0.670				0.670	572 S.F.	1675 S.F.	1181 S.F.			
9	WILLIAMSON COUNTY TENNESSEE	46	110.09	2308	414		3.698	3.698				3.698	660 S.F.	2069 S.F.	0.184			
10	LINDA K OWENS-KELLY	46M "A"	4	5338	523	0.938		0.938			0.938		412 S.F.	348 S.F.	3209 S.F.			
11	WILLIAMSON COUNTY BOARD OF EDUCATION	46	110	1835	761		76.680	76.680	1082 S.F.	1082 S.F.		76.655	170 S.F.	1177 S.F.				
12	BARBARA F. MANGRUM	46M "A"	3	5908	583	1.000		1.000			1.000			1044 S.F.	1619 S.F.			
13	RESICAP TENNESSEE OWNER JJ LLC, A DELAWARE LIMITED LIABILITY COMPANY	46M "A"	2	8973	697-899		1.025	1.025			1.025			1675 S.F.	1621 S.F.			
14	BRONWYN E. BALL	46M "A"	1	7629	601	1.041		1.041			1.041			818 S.F.	1594 S.F.			
15	GERALD E. PARHAM AND DAWN E. PARHAM	46	110.05	6641	659	0.988		0.988			0.988		650 S.F.	21 S.F.	1829 S.F.			
16	JIMMY L. KIRBY AND JUDY D. KIRBY	46	100	3026	866		11.604	11.604				11.604						
17	THELMA JONES	46	110.08	966/7078	766/721	0.984		0.984			0.984		250 S.F.	2048 S.F.	2387 S.F.			
18	THELMA JONES	46	110.11	420	112	1.082		1.082			1.082		600 S.F.		666 S.F.			
19	THELMA JONES	46	110.06	420	112	1.160		1.160			1.160		3046 S.F.	2203 S.F.	2921 S.F.			
20	LISA A. THORPE	46L "A"	16	4006	834	0.742		0.742			0.742		1298 S.F.	150 S.F.	598 S.F.			
21	MARY AILEEN BIBEE	46L "A"	15	2466	314	0.778		0.778			0.778		662 S.F.		703 S.F.			
22	KENNETH R. ANDREWS AND SHARON E. ANDREWS	46L "A"	14	686	544	0.776		0.776			0.776							
23	CHRISTOPHER T. JENSEN	46L "A"	13	6990	972	0.939		0.939			0.939							
24	PAUL C. VICTORY	46	67	244	425	2.255		2.255			2.255				2051 S.F.			
25	JOHN M. BLACKWELL AND KANDIE D. BLACKWELL	46	98	1406	493	0.820		0.820			0.820		450 S.F.	103 S.F.	1739 S.F.			
26	WILLIAM D. GORDOZA AND TERESA G. GORDOZA	46	97.01	266	985	0.622		0.622			0.622							
27	WILLIAM BERNARD NESER, II AND JAN LAVERNE NESER	46	97	2003	833	0.933		0.933			0.933		250 S.F.					
28	STEVE A. DOERR AND KAREN A. DOERR	46	94	6454	445	2.224		2.224			2.224		2393 S.F.	763 S.F.	1727 S.F.			
29	COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY, TN	46	93	1309	15	1.430		1.430			1.430			955 S.F.	1281 S.F.			
30	CRAIG CROPPER AND JANET CROPPER	46	69	1943	500	14.158		14.158			14.158		773 S.F.	415 S.F.	3490 S.F.			
31	CRAIG CROPPER AND JANET CROPPER	46	89	6566	598	1.861		1.861			1.861		37 S.F.	598 S.F.	1480 S.F.			
32	MIDDLE TENNESSEE ELECTRIC	46	88	255	127	5.825		5.825			5.825		953 S.F.					
33	JOYCE LAMPLEY	46	85	7690	164	0.936		0.936			0.936							
34	JOYCE LAMPLEY	46	85-03	6609	120	0.936		0.936			0.936							
35	THE LAMPLEY TENNESSEE COMMUNITY PROPERTY TRUST	46	82-66	7242	274	0.830		0.830			0.830							
36	GRAND CENTRAL STATION PARTNERSHIP	46	83	6244	917	1.150		1.150			1.150		552 S.F.	3 S.F.	1503 S.F.			
37	GARY S. THOMPSON, INDIVIDUALLY AND DEBORAH W. THOMPSON AS TRUSTEE OF DEBORAH W. THOMPSON REVOCABLE LIVING TRUST AGREEMENT	47	6.00	7793	546	0.781		0.781			0.781		948 S.F.	1480 S.F.	2047 S.F.			
38	DEBORAH W. THOMPSON, TR AND GARY STEVEN THOMPSON	47	5.03	4809	234	1.938		1.938			1.938		900 S.F.	1130 S.F.	1732 S.F.			
39	EDL PROPERTIES, LLC AND LAMPLEY TENNESSEE COMMUNITY PROPERTY	46	82	7242	276	1.150		1.150			1.150							
40	SS FAIRVIEW, LLC	47	5.01	7062	204	1.987		1.987			1.987		2492 S.F.	219 S.F.	1950 S.F.			
41	WATER AUTHORITY OF DICKSON COUNTY	47	5.04	4071	657	2632 S.F.		2632 S.F.			2632 S.F.		659 S.F.					
42	BOYLE W. MANGRUM AND JOANN MANGRUM	47	1	468	16	1.628		1.628			1.628							
43	EARL D. LAMPLEY, JR. AND BETTY D. LAMPLEY	47	8	6999	101	2.950		2.950			2.950							
44	SPRINT FC FAIRVIEW TN, LLC	47	2-02	5990	574	0.634		0.634			0.634							
45	WILLIAM C. HALL AND HENRIETTA HALL	47	2.03	7844	318	2.088		2.088			2.088		1353 S.F.	621 S.F.	2890 S.F.			
46	THOMAS O. HULAN JR AND WIFE, LEE ANN HULAN	47A "C"	2	7658	892	0.668		0.668			0.668		1408 S.F.					
47	EDWARD PAQUIN AND JOEY FAQUA	42P "A"	5	1754	683	0.526		0.526			0.526		1893 S.F.					
ACQUISITION TOTALS (ACRES)											1082 S.F.			0.658	0.538	2.021		

R.O.W.
PLANS

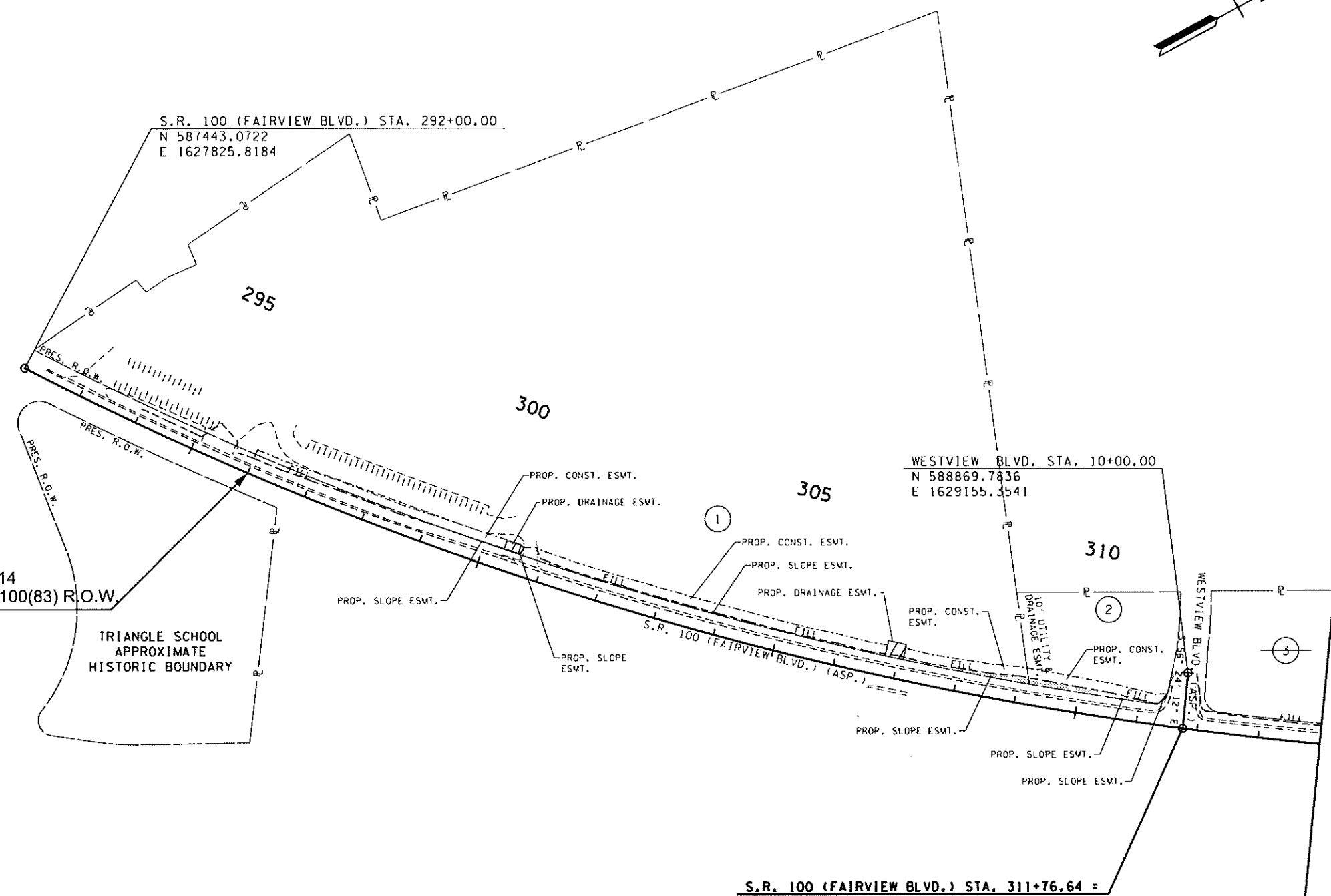
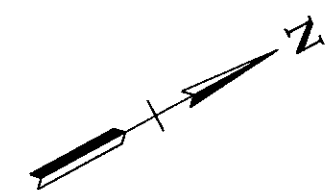
SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3B



94013-2220-14
 BEGIN PROJECT NO. STP-EN-NH-100(83) R.O.W.
 STA. 296+00.00
 N 587681.2248 E 1628147.0946

TRIANGLE SCHOOL
 APPROXIMATE
 HISTORIC BOUNDARY

S.R. 100 (FAIRVIEW BLVD.) STA. 311+76.64 =
 WESTVIEW BLVD. STA. 10+90.00
 N 588819.9826
 E 1629230.3199

MATCH LINE 314+00 SEE SHT. 3C

LEGEND

- PROP. DRAINAGE EASEMENT
- PROP. SLOPE EASEMENT
- PROP. CONSTRUCTION EASEMENT LINE
- CUT SLOPE LINE
- FILL SLOPE LINE

- NOTES:
1. THE HISTORIC PROPERTY SHALL NOT BE USED AS A STAGING AREA FOR CONSTRUCTION.
 2. NO TEMPORARY OR PERMANENT RIGHT-OF-WAY OR EASEMENTS WILL BE TAKEN FROM THE HISTORIC PROPERTY.
 3. ANY DRIVEWAY WORK LOCATED AT THE HISTORIC PROPERTY WILL BE AS MINIMAL AS POSSIBLE.

**R.O.W.
PLANS**

SEALED BY

COORDINATES ARE NAD/83(1995).
 ARE DATUM ADJUSTED BY THE
 FACTOR OF 1.000086 AND TIED TO
 THE TGRN. ALL ELEVATIONS ARE
 REFERENCED TO THE NAVD 1988.

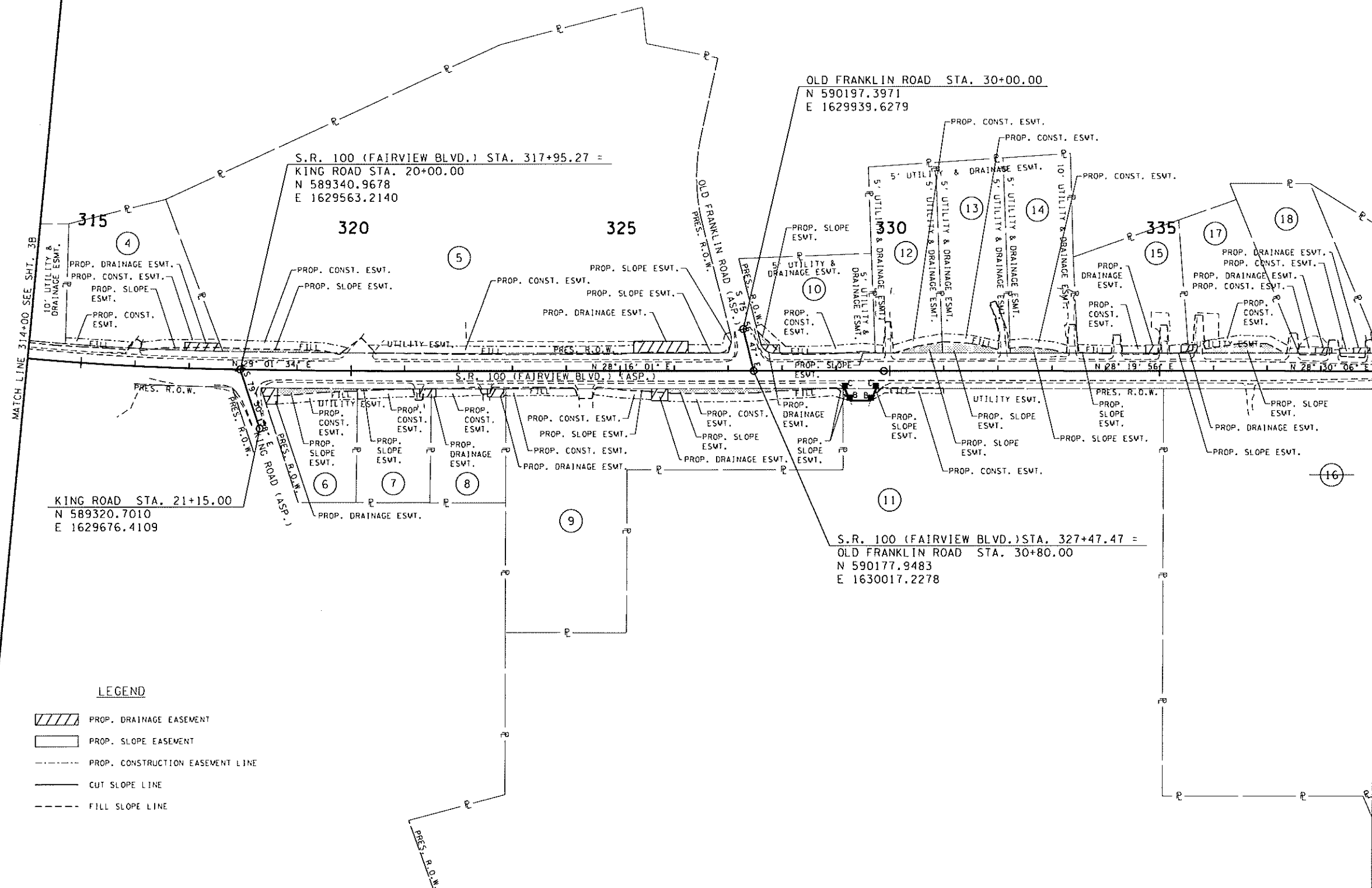
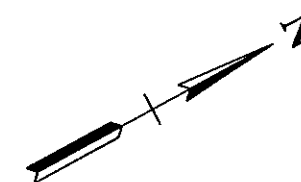
**STATE OF TENNESSEE
 DEPARTMENT OF
 TRANSPORTATION**

**PROPERTY
 MAP**

STA. 292+00 TO STA. 314+00
 SCALE: 1"=100'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3C



MATCH LINE 314+00 SEE SHT. 3B

MATCH LINE 339+00 SEE SHT. 3D

- LEGEND**
- PROP. DRAINAGE EASEMENT
 - PROP. SLOPE EASEMENT
 - PROP. CONSTRUCTION EASEMENT LINE
 - CUT SLOPE LINE
 - FILL SLOPE LINE

R.O.W.
PLANS

SEALED BY

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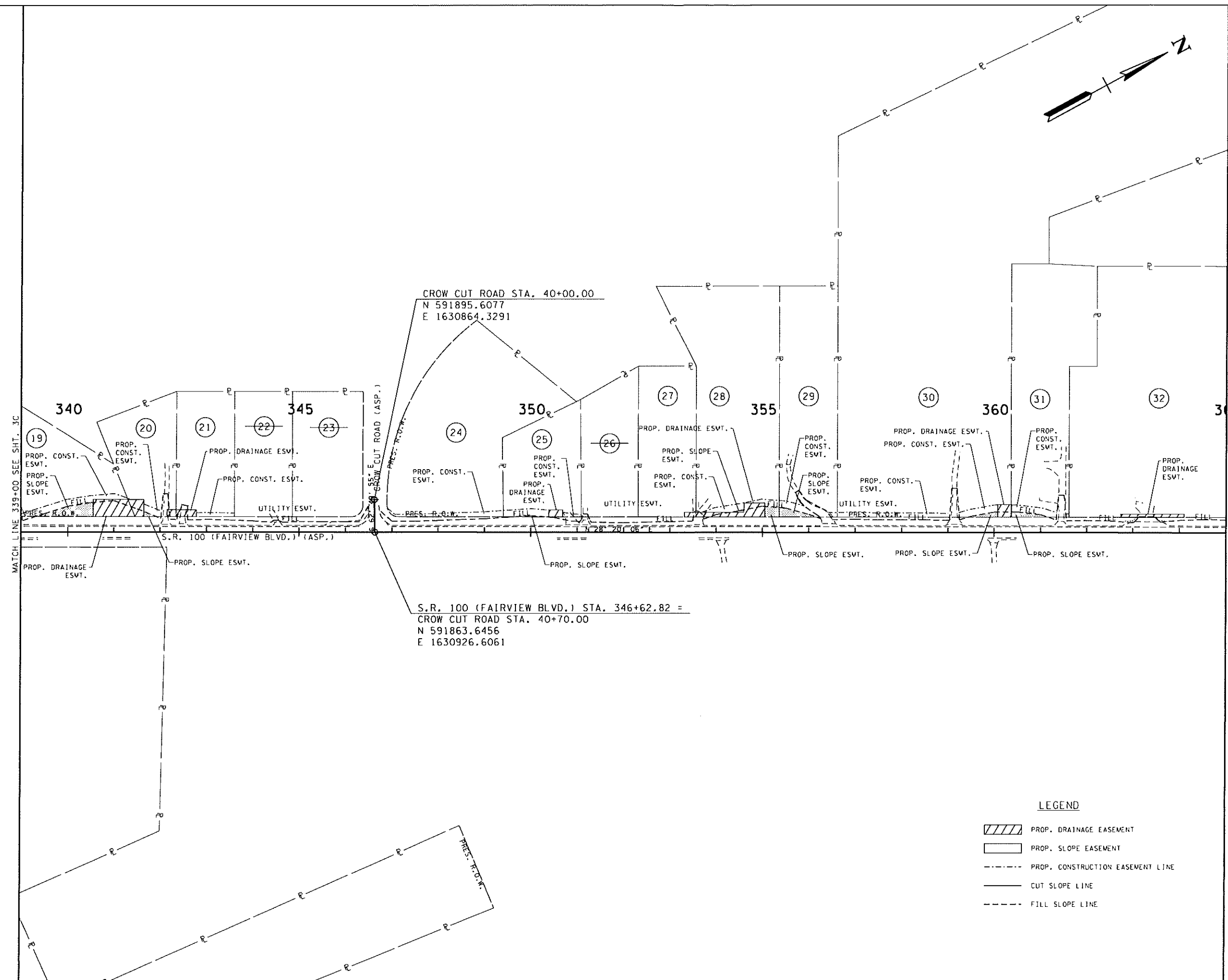
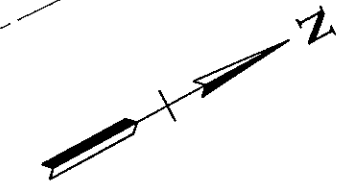
STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

PROPERTY
MAP

STA. 314+00 TO STA. 339+00
SCALE: 1"=100'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3D



MATCH LINE 339+00 SEE SHT. 3C

MATCH LINE 365+00 SEE SHT. 3E

CROW CUT ROAD STA. 40+00.00
 N 591895.6077
 E 1630864.3291

S.R. 100 (FAIRVIEW BLVD.) STA. 346+62.82 =
 CROW CUT ROAD STA. 40+70.00
 N 591863.6456
 E 1630926.6061

- LEGEND**
- PROP. DRAINAGE EASEMENT
 - PROP. SLOPE EASEMENT
 - PROP. CONSTRUCTION EASEMENT LINE
 - CUT SLOPE LINE
 - FILL SLOPE LINE

R.O.W. PLANS

SEALED BY

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STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

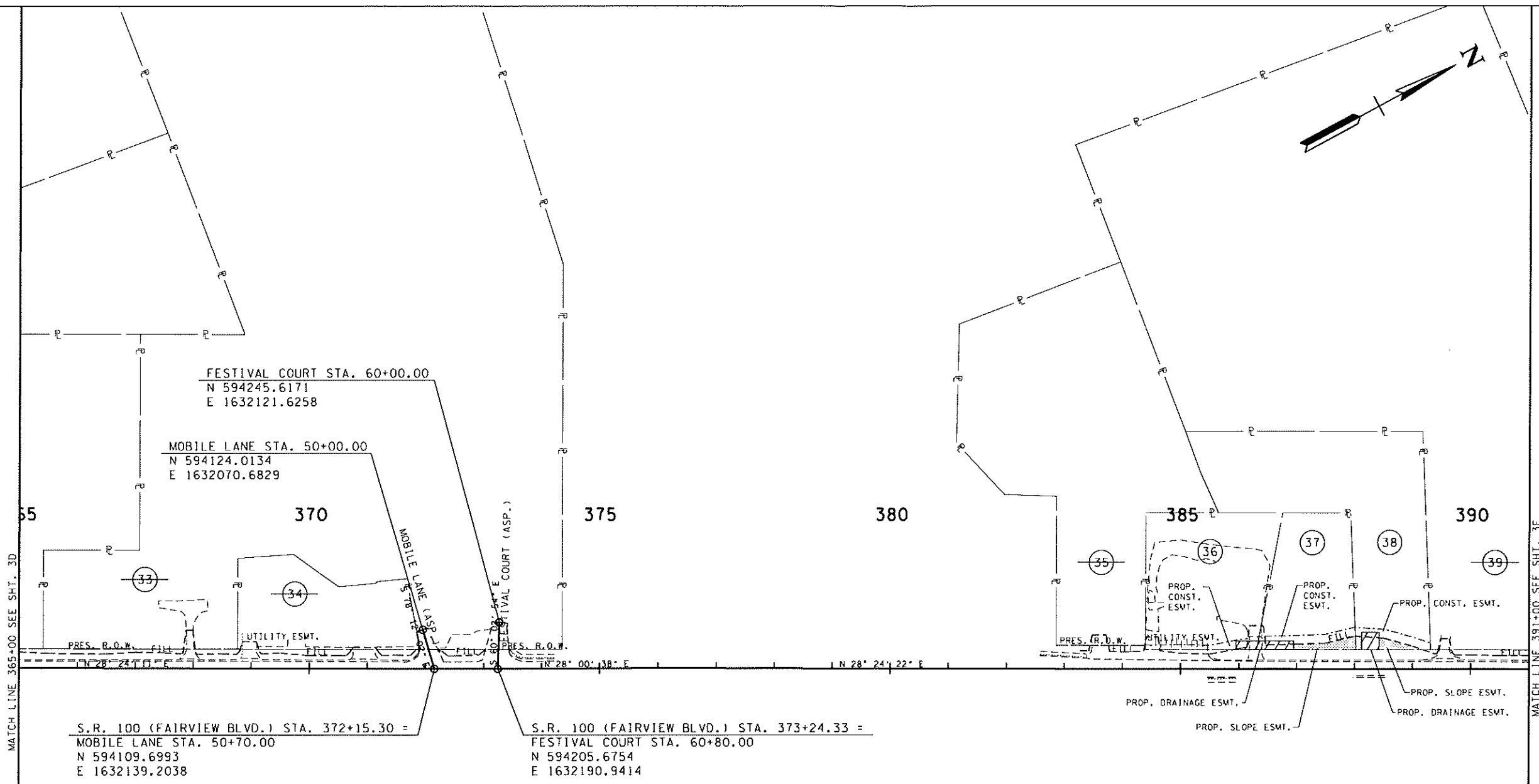
PROPERTY
MAP

STA. 339+00 TO STA. 365+00
SCALE: 1"=100'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3E

REV. 08/15/19: REVISED SLOPE LINE AT STA 384+51.



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MATCH LINE 365+00 SEE SHT. 3D

MATCH LINE 391+00 SEE SHT. 3F

S.R. 100 (FAIRVIEW BLVD.) STA. 372+15.30 =
 MOBILE LANE STA. 50+70.00
 N 594109.6993
 E 1632139.2038

S.R. 100 (FAIRVIEW BLVD.) STA. 373+24.33 =
 FESTIVAL COURT STA. 60+80.00
 N 594205.6754
 E 1632190.9414

- LEGEND**
- PROP. DRAINAGE EASEMENT
 - PROP. SLOPE EASEMENT
 - PROP. CONSTRUCTION EASEMENT LINE
 - CUT SLOPE LINE
 - FILL SLOPE LINE

R.O.W. PLANS

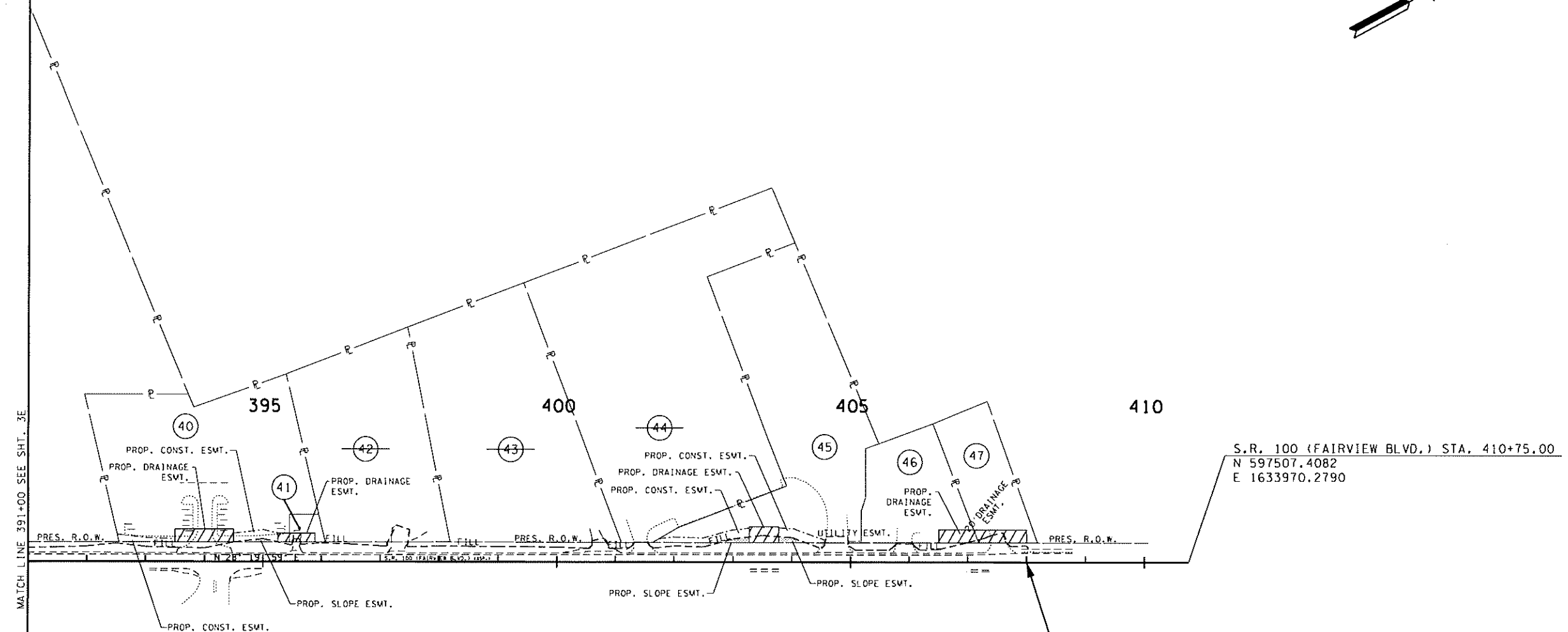
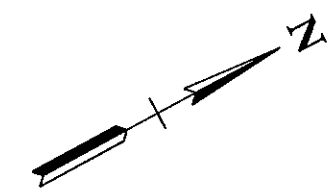
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STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

PROPERTY
MAP
 STA. 365+00 TO STA. 391+00
 SCALE: 1"=100'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-EN-NH-100(83)	3F



S.R. 100 (FAIRVIEW BLVD.) STA. 410+75.00
 N 597507.4082
 E 1633970.2790

94013-2220-14
 END PROJECT NO. STP-EN-NH-100(83) R.O.W.
 STA. 408+00.00
 N 597265.3523 E 1633839.7648

R.O.W.
 PLANS

SEALED BY






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STATE OF TENNESSEE
 DEPARTMENT OF
 TRANSPORTATION

PROPERTY
 MAP

STA. 391+00 TO STA. 410+75
 SCALE: 1"=100'

LEGEND

-  PROP. DRAINAGE EASEMENT
-  PROP. SLOPE EASEMENT
-  PROP. CONSTRUCTION EASEMENT LINE
-  CUT SLOPE LINE
-  FILL SLOPE LINE

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RESOLUTION 61-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING PIEDMONT NATURAL GAS AND TEAM CONSTRUCTION LLC TO PERFORM OPEN-CUT EXCAVATION ALONG NORTHWEST HIGHWAY

WHEREAS, Piedmont Natural Gas and Team Construction LLC has requested to install a gas main to serve properties within the area of Woodwick Cove; and

WHEREAS, the Board of Commissioners may grant authorization for Piedmont Natural Gas and Team Construction LLC to utilize an open-cut excavation within the right-of-way and within the edges of pavement; and

WHEREAS, the location documents are attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize Piedmont Natural Gas and Team Construction LLC to perform open-cut excavation along Northwest Highway from 1130 Tn-96 to 7273 Northwest Highway.

Passed and adopted this the 19th day of December, 2024.

Lisa Anderson, Mayor

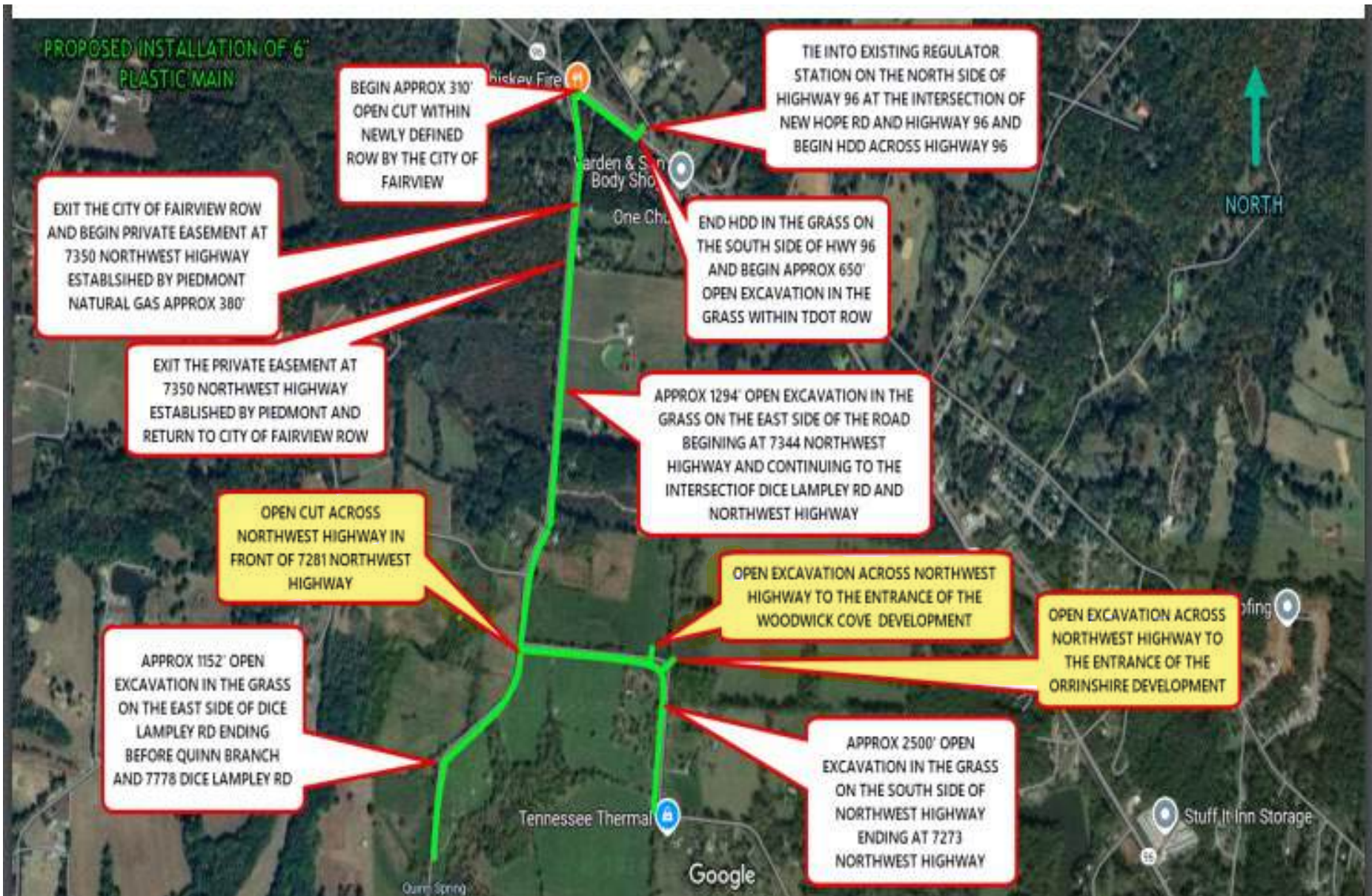
ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

PROPOSED INSTALLATION OF 6" PLASTIC MAIN





Team Construction LLC shall be responsible for permanently restoring or replacing street, roadway and right-of-way items damaged as a consequence of any construction operations in kind, or conforming to current standards as approved by the city manager, city engineer, public works director, or their designee. Team Construction LLC shall guarantee the restoration/replacement against defects in material and workmanship for a period of one (1) year from the date of acceptance by the City of Fairview, Tennessee, and shall replace any defective work at the written directive of the city manager or public works director of Fairview, Tennessee.

Prior to permanent surfacing the pavement shall be saw cut an additional twelve (12) feet on each side of the trench walls, milled, and resurfaced in accordance with the City of Fairview Street Standards. Saw cut and repair shall be extended the full lane width for excavations encroaching upon less than one-half (1/2) of the impacted travel lane width. Saw cut and repair shall be extended the full roadway width for excavations encroaching upon more than one-half (1/2) of the impacted travel lane width.

Temporary resurfacing shall be provided by Team Construction LLC from the time of excavation until final restoration and resurfacing. Temporary resurfacing shall be completed in accordance with the City of Fairview Street Standards. The temporary surface material shall be placed and compacted to provide smooth even surface for the safe passage of pedestrian traffic and safe vehicular travel at the legal posted speed. The permit holder shall maintain the temporary paving for the entire period of time until the permanent restoration shall be made. In appropriate instances the City of Fairview, Tennessee may require the permit holder to top off cold-mix with sand to prevent the cold mix from sticking to the feet of pedestrian traffic. (f) Permanent restoration of the pavement structure shall be completed in accordance with the City of Fairview Street Standards. (g) All temporary resurfacing shall be maintained for the safety of pedestrian and vehicular traffic until the permanent, restoration is made. Team Construction LLC shall erect and maintain warning signs, barriers, lights, as specified in the current edition of the MUTCD until a permanent surfacing has been installed.

RESOLUTION 62-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING PIEDMONT NATURAL GAS AND TEAM CONSTRUCTION LLC TO PERFORM OPEN-CUT EXCAVATION ALONG CROW CUT ROAD

WHEREAS, Piedmont Natural Gas and Team Construction LLC has requested to install a gas main to serve properties within the area of the Ashlyn Subdivision; and

WHEREAS, the Board of Commissioners may grant authorization for Piedmont Natural Gas and Team Construction LLC to utilize an open-cut excavation within the right-of-way and within the edges of pavement; and

WHEREAS, the location documents are attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize Piedmont Natural Gas and Team Construction LLC to perform open-cut excavation along Crow Cut Road NW from 7441 Crow Cut Rd NW and extending to 7115 Cumberland Dr.

Passed and adopted this the 19th day of December, 2024.

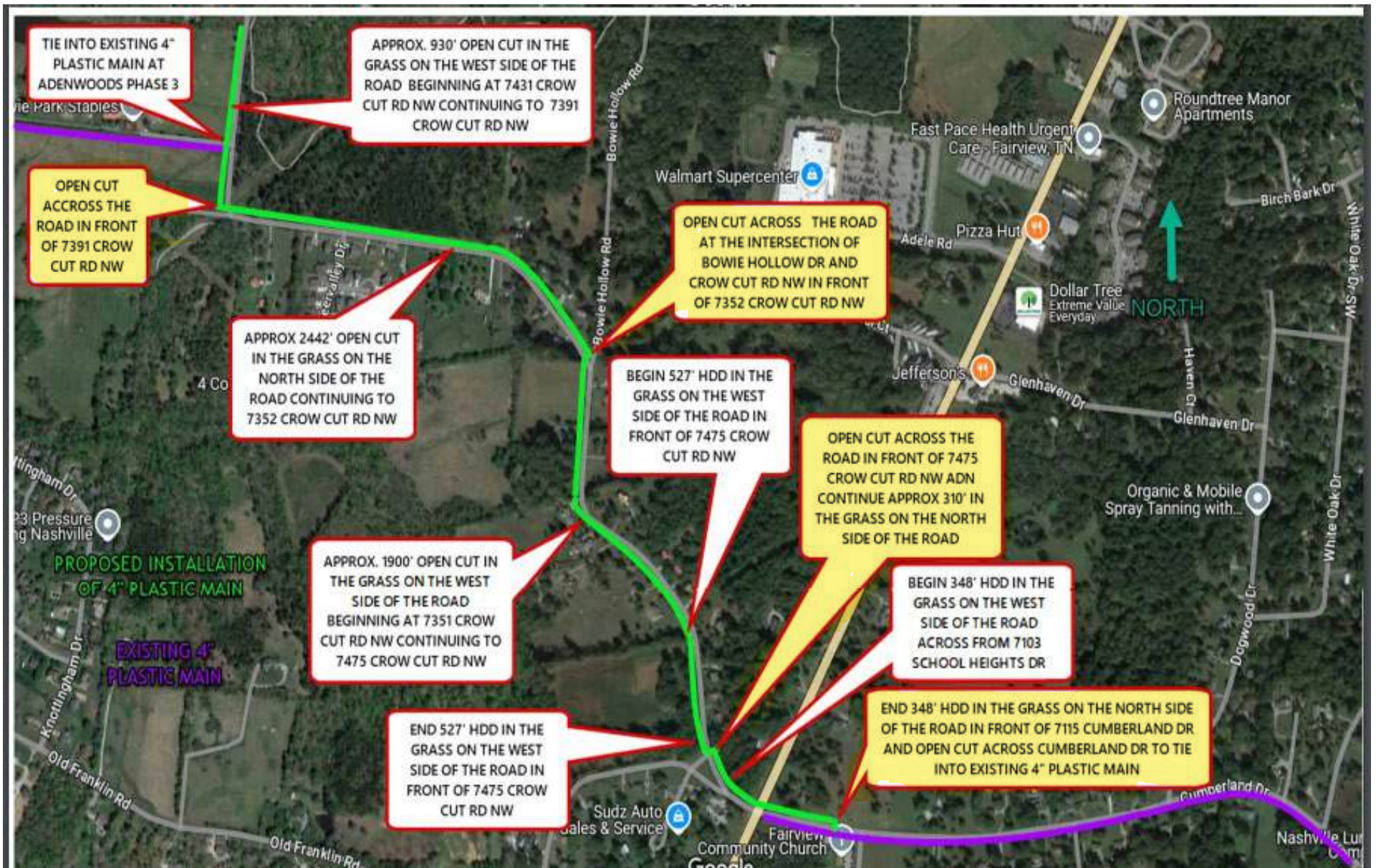
Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney





Team Construction LLC shall be responsible for permanently restoring or replacing street, roadway and right-of-way items damaged as a consequence of any construction operations in kind, or conforming to current standards as approved by the city manager, city engineer, public works director, or their designee. Team Construction LLC shall guarantee the restoration/replacement against defects in material and workmanship for a period of one (1) year from the date of acceptance by the City of Fairview, Tennessee, and shall replace any defective work at the written directive of the city manager or public works director of Fairview, Tennessee.

Prior to permanent surfacing the pavement shall be saw cut an additional twelve (12) feet on each side of the trench walls, milled, and resurfaced in accordance with the City of Fairview Street Standards. Saw cut and repair shall be extended the full lane width for excavations encroaching upon less than one-half (1/2) of the impacted travel lane width. Saw cut and repair shall be extended the full roadway width for excavations encroaching upon more than one-half (1/2) of the impacted travel lane width.

Temporary resurfacing shall be provided by Team Construction LLC from the time of excavation until final restoration and resurfacing. Temporary resurfacing shall be completed in accordance with the City of Fairview Street Standards. The temporary surface material shall be placed and compacted to provide smooth even surface for the safe passage of pedestrian traffic and safe vehicular travel at the legal posted speed. The permit holder shall maintain the temporary paving for the entire period of time until the permanent restoration shall be made. In appropriate instances the City of Fairview, Tennessee may require the permit holder to top off cold-mix with sand to prevent the cold mix from sticking to the feet of pedestrian traffic. (f) Permanent restoration of the pavement structure shall be completed in accordance with the City of Fairview Street Standards. (g) All temporary resurfacing shall be maintained for the safety of pedestrian and vehicular traffic until the permanent, restoration is made. Team Construction LLC shall erect and maintain warning signs, barriers, lights, as specified in the current edition of the MUTCD until a permanent surfacing has been installed.