

# CITY OF FAIRVIEW

## ECONOMIC & COMMUNITY DEVELOPMENT

1ST QUARTER 2025

### Events Attended

Tennessee Chamber Event Legislative  
kickoff

Breakfast with the Mayors

Women in Business Luncheon

MCCAA Governance Meeting

LMT Williamson & Maury County Lunch

Ribbon Cutting Gyros

Williamson County Business mixer (3)

Breakfast with the Mayors

Ribbon Cutting Caregiving

Williamson Family Ribbon Cutting

Minority Business Expo

Around Town Coffee (3)

FrankTalks Franklin Tomorrow (2)

Visit Franklin Outlook

Fairview Business Luncheon

Results PT Ribbon Cutting

Thai Samural Cool Springs Ribbon  
Cutting

Williamson inc. Policy Talks (3)

Tri Chamber Day on the Hill

Williamson County Business Connect (3)

homeRN Franklin Ribbon Cutting

Model open house Richvale

Columbia State Dr. Lampley Retirement

Policy Talks

Results Ribbon Cutting

## MEETINGS

### JANUARY

- MTIDA Matt Von Lunen- Esri Report
- GNRC meeting
- Oversight Meeting
- School Bus Route Artificial Intelligence Committee
- TVA Sites Accessing Data Tutorial w/ MTIDA

### FEBRUARY

- Williamson County Safety Action Plan
- School Bus Route Artificial Intelligence Committee
- ECD Council
- GNRC Grant opportunity
- Meeting with Ware Malcomb
- Fairview Community Research & Tourism
- Historical Village Park Concept Plan Review
- GNRC Meeting

### MARCH

- Williamson County Safety Action Plan
- Williamson Inc. Board Meeting
- School Bus Route Artificial Intelligence Committee (2)
- Placer AI Chase Webster (2)
- GNRC Meeting
- Leadership Conference
- Meeting with Derek Lusting State Affairs

**RESOLUTION 19-25****A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RENEWED  
LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, Licensee (City of Fairview) desires to use a portion of the Licensed (TDOT) Premises to install, operate, and maintain roadscapes landscaping at the interchange of Highway 96 and Highway 100 in Williamson County: and

**WHEREAS**, the State of Tennessee is willing to permit said use of the Licensed Premises subject to certain conditions; and

**WHEREAS**, said condition with the Renewed License Agreement are attached as Exhibit A hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Mayor be authorized and directed to execute the AGREEMENT BETWEEN THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted the 17<sup>th</sup> day of April, 2025.

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 3  
6601 Centennial Blvd.  
Nashville, TN 37243  
(Local Government)

Project No. N/A  
Tract Nos. Multiple  
Williamson County  
Request No. 6649

**RENEWED LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as “State”) and the CITY OF FAIRVIEW, TENNESSEE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain roadscares landscaping at the interchange of Highway 96 and Highway 100 in Williamson County, Tennessee being more specifically described in Exhibit A, being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

- 1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain roadscares landscaping, as shown in Exhibit B, at the interchange of Highway 96 and Highway 100 in Williamson County, Tennessee as shown in Exhibit A (hereinafter referred to as the “Improvements”).
- 2. **USE OF LICENSED PREMISES** – Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
- 3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
- 4. **TERM** – The License is a 10-year, renewable license which shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall end on \_\_\_\_\_, 20\_\_\_\_.
- 5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
- 6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 C.F.R. Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.

8. **TRAFFIC CONTROL** – At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD** – The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** – Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** – Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
12. **INSURANCE** – The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.* The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. § 65-31-101 *et seq.* are met.
14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License

Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License Agreement, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (36 C.F.R. Part 1190; published in the Federal Register, August 8, 2023).

17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 C.F.R. Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).
19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this License Agreement acquire, permanent ownership or control over the Licensed Premises.
20. **TERMINATION** – The State may terminate this License Agreement at will with 60 days written notice to Licensee.
21. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

City of Fairview, Tennessee  
Mayor Lisa Anderson  
7100 City Center Way  
Fairview, TN 37062

**TO THE STATE:**

Department of Transportation  
Brian Dickerson, Excess Land Office  
James K. Polk Bldg., 6<sup>th</sup> Floor  
505 Deaderick Street  
Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

**CITY OF FAIRVIEW, TENNESSEE**

\_\_\_\_\_  
Mayor Lisa Anderson

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Attorney for Licensee

DATE: \_\_\_\_\_

**STATE OF TENNESSEE**

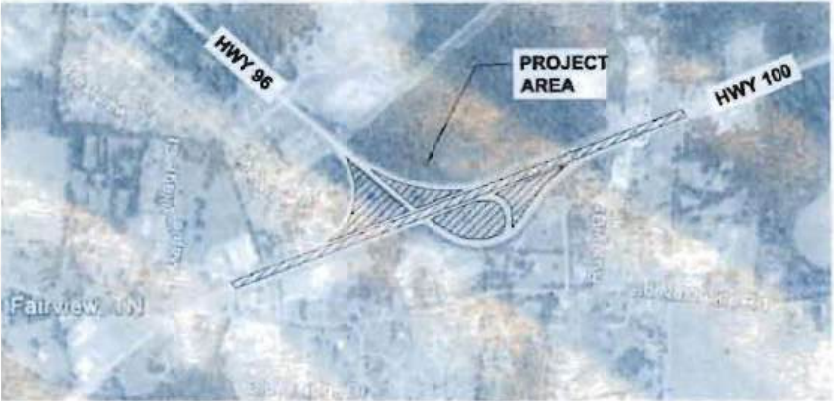

\_\_\_\_\_  
Howard H. Eley  
Deputy Governor and Commissioner  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Leslie South, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

STATSB PLUM F3-008 FED # STP-EN-000003 TODT PM# 100525.41		<b>INDEX OF SHEETS</b> <table border="1"><thead><tr><th>TITLE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>0</td><td>COVER</td></tr><tr><td>1</td><td>LANDSCAPE PLAN</td></tr><tr><td>2</td><td>ENLARGEMENT AREA I</td></tr><tr><td>3</td><td>ENLARGEMENT AREA II</td></tr><tr><td>4</td><td>DETAILS</td></tr></tbody></table>	TITLE	DESCRIPTION	0	COVER	1	LANDSCAPE PLAN	2	ENLARGEMENT AREA I	3	ENLARGEMENT AREA II	4	DETAILS	<b>TOWN OF FAIRVIEW</b> <b>WILLIAMSON COUNTY</b>	<b>LOCALLY MANAGED PROJECT</b>	<table border="1"><thead><tr><th>TYPE</th><th>MAP</th><th>PROJECT NO.</th><th>SHEET NO.</th></tr></thead><tbody><tr><td>STATE #</td><td>11</td><td>SN PLM F3-008</td><td>0</td></tr><tr><td>FEDERAL #</td><td>11</td><td>STP-EN-000003</td><td>0</td></tr></tbody></table>	TYPE	MAP	PROJECT NO.	SHEET NO.	STATE #	11	SN PLM F3-008	0	FEDERAL #	11	STP-EN-000003	0
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<p><b>GRANT #105525.41 PROJECT LOCATIONS:</b> PROJECT SITE, LOCATED AT THE INTERSECTION OF HWY 100/FAIRVIEW BLVD AND HWY 96 IN THE INTERSECTING MEDIAN AND BOULEVARD</p>																													
																													
																													
<p><b>NOTE:</b> THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED MARCH 1, 2006 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.</p> <p>PREPARED BY: LOSE &amp; ASSOCIATES, INC.</p> <p>PROJECT NO. SN PLM F3-008</p> <p>TODT PM# 100525.41</p>																													
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<p><b>LA'S ASSOCIATES, INC.</b> DATE: APRIL 1, 2013 <b>COVER</b></p>																													



**LA** LANDSCAPE ARCHITECTURE, INC.  
DATE: APRIL 1, 2013  
**LANDSCAPE PLAN**  
FARMER, TN

### PLANT SCHEDULE

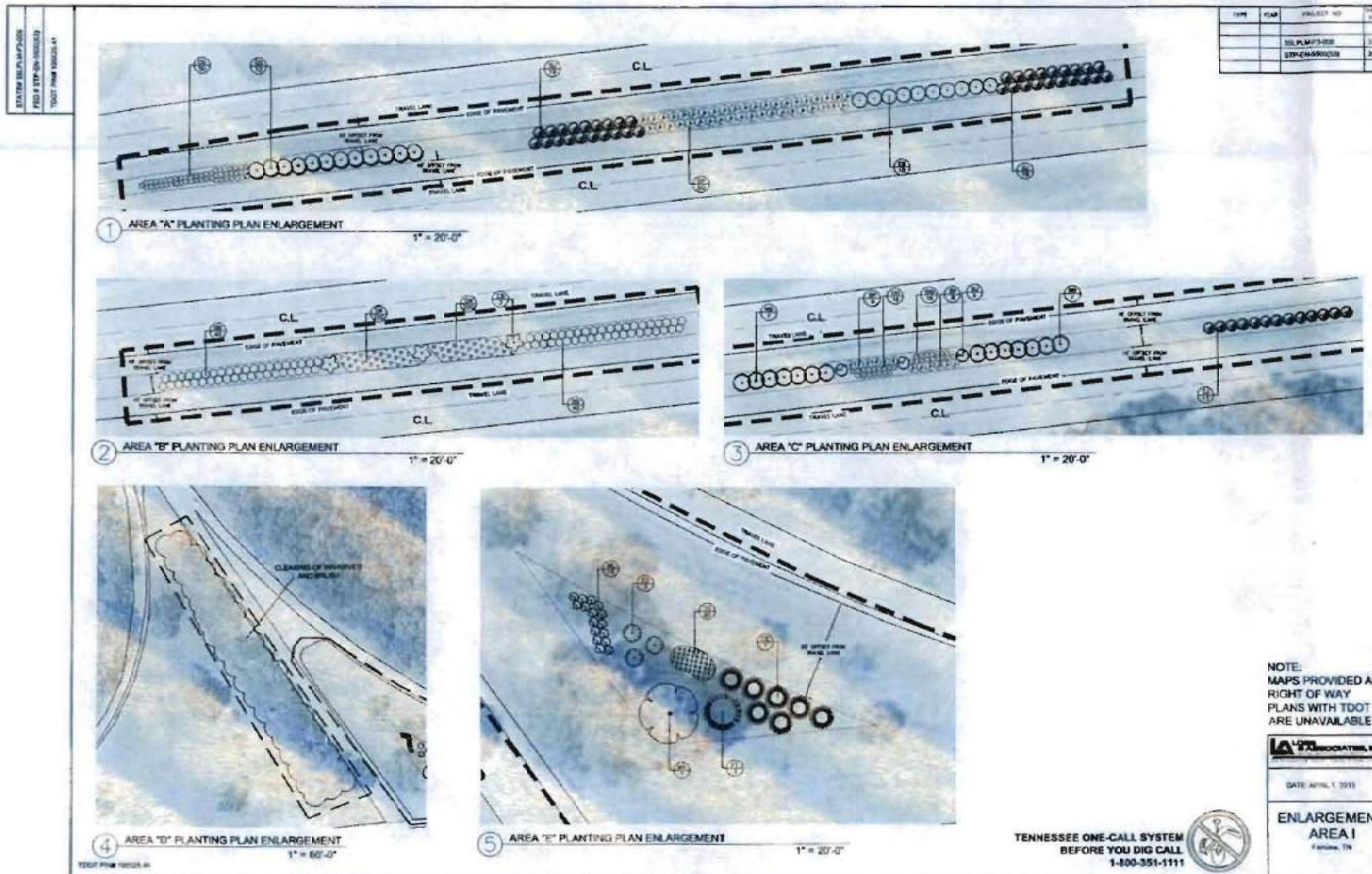
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SLIP 0029	76.00	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025	05/03/2025
SLIP 0030	16.00	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025	06/03/2025
SLIP 0031	64.00	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025	07/03/2025
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SLIP 0037	72.00	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026	01/04/2026
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SLIP 0041	74.00	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026	05/04/2026
SLIP 0042	18.00	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026	06/04/2026
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SLIP 0045	76.00	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026	09/04/2026
SLIP 0046	16.00	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026	10/04/2026
SLIP 0047	64.00	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026	11/04/2026
SLIP 0048	28.00	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026	12/04/2026
SLIP 0049	78.00	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027	01/05/2027

NOTE: Because 2007 is a leap year, the first year was

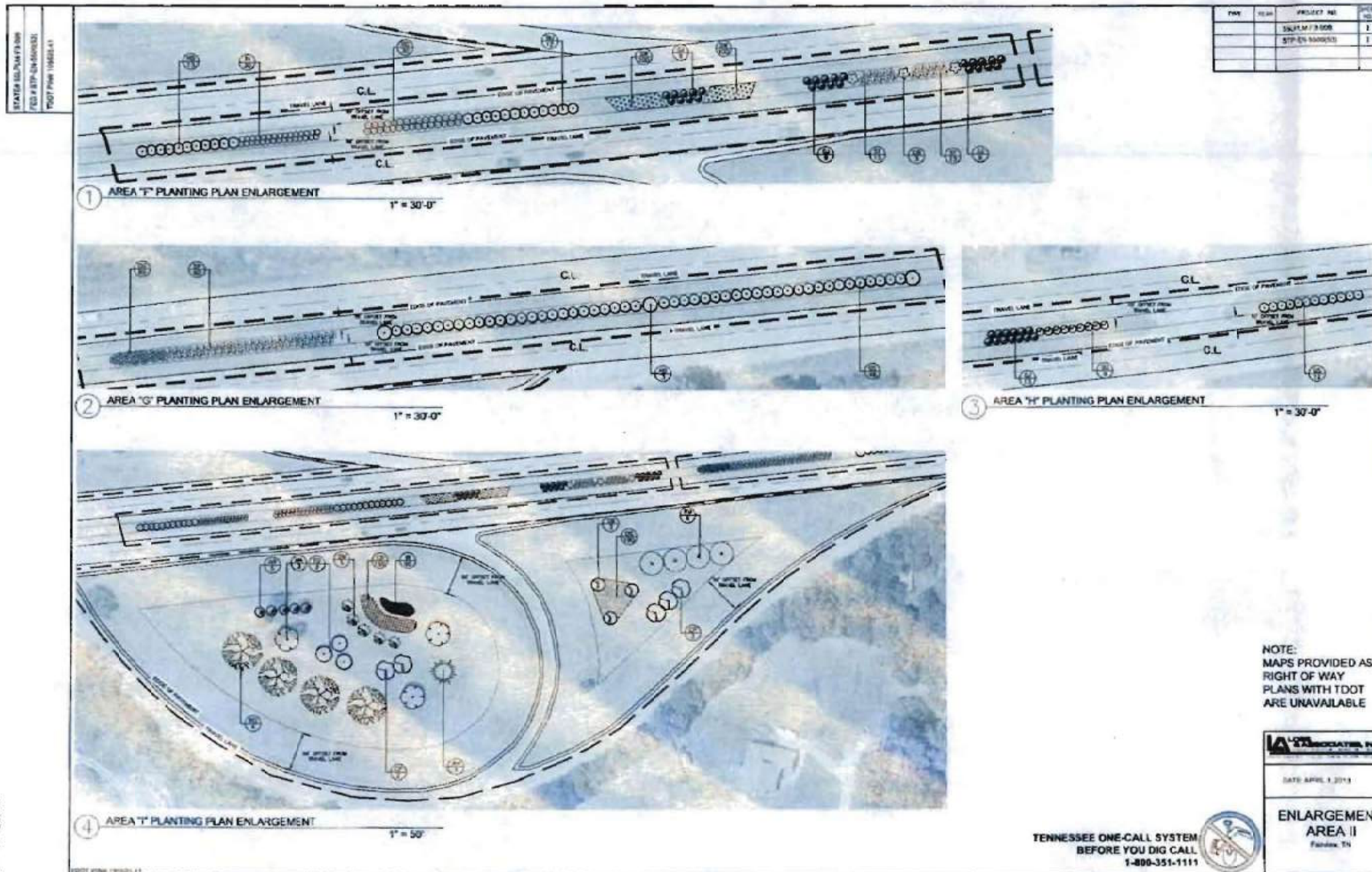
**UNSATISFACTORY RESULTS:** If, after the completion of the inspection, the inspector determines that the contractor has not been inspected or that compliance with the requirements of this contract has not been achieved, the contractor shall be notified in writing. The contractor shall be given a reasonable period of time to correct the deficiencies. If the contractor fails to correct the deficiencies within the specified time, the contractor shall be liable for the cost of the inspection and the cost of the corrective action. The contractor shall be liable for the cost of the inspection and the cost of the corrective action. The contractor shall be liable for the cost of the inspection and the cost of the corrective action.

[illegible][illegible]

LANDSCAPE  
PLAN  
FARMER, TN







**RESOLUTION 21-25****A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE  
AND THE CITY OF FAIRVIEW, TENNESSEE FOR THE PERFORMANCE OF ROAD  
WORK**

**WHEREAS**, the City of Fairview Board of Commissioner voted to approve the annexation of property located at 7857 & 7859 Crow Cut Road on November 7, 2024; and

**WHEREAS**, a condition of approval was added to require an interlocal agreement with Williamson County to address the provision of emergency services to interceding properties (between the municipality and the territory to be annexed) and road and bridge maintenance from the municipality to the territory being annexed T.C.A. § 6-51-104; and

**WHEREAS**, said Interlocal Agreement is attached as Exhibit A hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Mayor be authorized and directed to execute the INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 17<sup>th</sup> day of April, 2025.

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE  
CITY OF FAIRVIEW, TENNESSEE FOR THE PERFORMANCE OF ROAD WORK**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of its Highway Department ("Highway"), and the **CITY OF FAIRVIEW, TENNESSEE** ("City"), a municipal government located at 7100 City Center Circle, Fairview, Tennessee 37062, to establish the terms and financial responsibilities for the reimbursement of road work along a portion of Crow Cut Road Fairview, Tennessee.

WHEREAS, under Tenn. Code Ann. § 12-9-108, County, on behalf of its Highway Department, and City are authorized to contract with one another for the performance of any governmental service, activity, or undertaking that each entity is individually authorized by law to perform; and

WHEREAS, Tenn. Code Ann. § 54-7-202(d) authorizes county highway departments to perform work for other governmental entities as long as such work is first approved by the county legislative body and the highway department is reimbursed for the work; and

WHEREAS, Tenn. Code Ann. § 6-51-104(d)(4) provides that should a municipality annex territory that does not adjoin the municipalities boundary, the municipality and county shall, to the degree it is deemed necessary, enter into interlocal agreements for the maintenance of the roads and bridges comprising of the primary route; and

WHEREAS, This Agreement is in the best interest of County and City:

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: City is in the process of annexing two (2) parcels located in the unincorporated area of the County but within the City's urban growth boundary. Tenn. Code Ann. § 6-51-104 provides that if a municipality is seeking to annex territory that is not continuous to the municipalities border, the municipality and county shall enter into interlocal agreements for the provision of emergency services as well maintenance of the primary routes between the annexed property and the municipalities boundary. The purpose of this Agreement is to set forth the responsibilities and financial obligations concerning the maintenance of Crow Cut Road in the City beginning at the outer most boundary of the parcels being proposed for annexation and continuing up to City's boundary.
2. Authority: This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and Section 6-51-104. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
3. Duties and Responsibilities:
  - a. County shall remain responsible for maintaining Crow Cut Road to its current standards. In the event County provides maintenance to the road or to the right-of-way, County shall forward an invoice within sixty (60) days of conducting any work along Crow Cut Road describing the work and the costs of the work.
  - b. County shall provide all materials, equipment, machinery, tools, and all other items required for the completion of any road project.
  - c. City shall reimburse the Highway Department for the costs of all aspects of conducting the road work on the portion of Crow Cut Road beginning from the furthest parcel from the City boundary including, but not limited to, costs for labor, material, and equipment. City shall make payment to the Highway Department no later than thirty days after receipt of an invoice from the Highway Department.

- d. County shall submit monthly statements to City for reimbursement of services rendered, if any. The statements shall be based on actual payroll and material costs and direct expenses incurred. City shall make payments within thirty (30) days in response to County's monthly statements.
  - e. In the event the Highway Superintendent determines a road project should be performed by the Highway Department along the portion of Crow Cut Road which exceeds Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), then the Chief Administrative Officer shall seek separate approval from the City Mayor prior to initiating the project.
  - f. All amounts paid to County in accordance with this Agreement shall be deposited in the appropriate county fund. County shall reimburse the Highway Department through its general fund for the project costs, including materials, supplies, equipment and personnel.
4. Term & Termination.
- a. *Term.* The term of this Agreement will begin on the date this Agreement is signed by all required parties and shall end on the date City's legislative body annexes the portion of said Crow Cut Road into City's boundary.
  - b. *Termination.* The parties may agree in writing to terminate this Agreement to be effective on the agreed upon termination date.
5. Miscellaneous.
- a. *Modification to Agreement.* This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written agreement executed by both parties.
  - b. *No Third-Party Beneficiaries.* The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
  - c. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.
  - d. *Force Majeure.* Except as set forth in this Section, any failure or delay by a party in the performance of the obligations under this Agreement arising from fire, flood, earthquake, elements of nature or acts of God, wars, riots, pandemic, civil disorders, rebellions, or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party ("Force Majeure Event") shall not be a default under this Agreement or grounds for termination except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, workaround plans, or other means. The non-performing party must notify the other party of any delay caused by a Force Majeure Event that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in the non-performing party's performance longer than forty-eight (48) hours, the performing party may, upon notice to the non-performing party: (a) cease payment of any fees until the non-performing party resumes performance; or (b) immediately

terminate this Agreement, in whole or in part, without further payment or obligation to perform. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the non-performing party continues to use diligent, good faith efforts to resume performance without delay.

- e. *No Warranties.* County, as the entity performing the road work states that it offers no warranties of any kind express or implied including, but not limited to, fitness for use.
- f. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity. County shall have no liability as to any action in the furtherance of this Agreement unless otherwise specified under Tennessee Law.
- g. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party contrary to the terms of this paragraph.
- h. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.
- i. *Compliance with Law.* Both parties agree to comply with any applicable federal, state or local laws and regulations. Both parties agree not to subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- j. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- k. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- l. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.
- m. *Notice.* All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the addresses listed above or at such other address as either party shall designate by written notice to the other.
- n. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of City and then by the authorized representatives of County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date this Agreement is fully executed by all required parties+

**LAST ITEM ON PAGE**  
**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

**WILLIAMSON COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Williamson County Attorney

**CITY OF FAIRVIEW, TENNESSEE**

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

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Fairview City Attorney



**RESOLUTION 78-23**

**A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT  
OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE  
BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE WITH RS-40 SINGLE  
FAMILY RESIDENTIAL ZONING, MAP 018, PARCELS 026.10 & 026.04, 7857 & 7859  
CROW CUT ROAD, 10.07 (+/-) ACRES, OWNERS: PAUL & KARLA ANN CREED**

**Tax Map 018, Parcels 026.10 & 026.04**

**7857 & 7859 Crow Cut Road**

**Owners: Paul and Karla Ann Creed**

**10.07 +/- Acres**

**WHEREAS**, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries; and

**WHEREAS**, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

**WHEREAS**, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

**WHEREAS**, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview; and

**WHEREAS**, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

**WHEREAS**, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

**WHEREAS**, notice of the time, place, and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

**WHEREAS**, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 1st day of February 2024.

**SECTION 1:** Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

**Police**

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

**Fire**

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

**Water**

Water for domestic, commercial, and industrial use will be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Water for fire protection will be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

**Sanitary Sewers**

Sanitary Sewer Service will be serviced by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

**The City of Fairview, Tennessee does not provide this service.**

In the event connection to the Sanitary Sewer Service is not allowed by WADC, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

**Refuse Collection**

Private haulers or the county convenience center will handle refuse collection in the annexed area.

**Streets**

The State Highway Commission under the standards currently prevailing by the State of Tennessee will serve the State Controlled Streets in the annexed area. The City of Fairview, Tennessee under the standards currently prevailing in the city will serve the City Controlled Streets in the annexed area.

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

**Schools**

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

**Inspection Services**

Any inspection services now provided by the City will begin in the annexed area on the effective date of annexation.

**Planning and Zoning**

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.



**Public Works**

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pickup times and specific information regarding what qualifies for this service.

**Street Lighting**

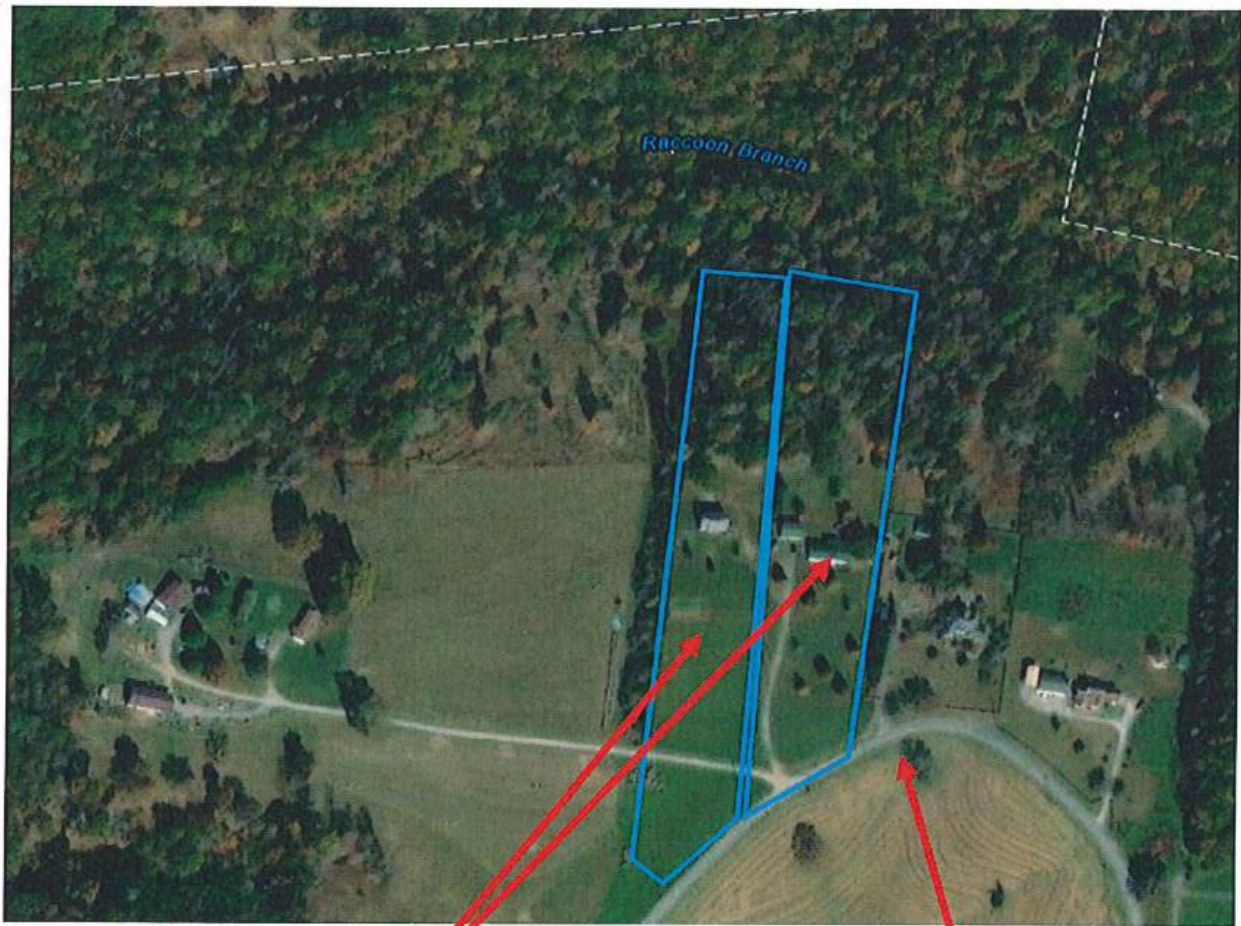
Existing street lighting will continue to be maintained by the utility provider in the annexed area.

**Recreation**

Residents of the annexed area may use all City parks on and after the effective date of annexation.

**Miscellaneous**

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

**SECTION 2: LOCATION MAP**

**PARCELS FOR ANNEXATION:**  
7857 & 7859 CROW CUT ROAD  
MAP 018, PARCELS 026.10 & 026.04  
10.07 +/- ACRES  
PROPERTY OWNERS: PAUL &  
KARLA ANN CREED

CROW CUT RD



### SECTION 3: LEGAL DESCRIPTION

#### 7857 Crow Cut Road

Land in Williamson County, Tennessee, being a tract of land as shown on Property Map 18, Assessor's Office and lying wholly within the 1<sup>st</sup> Civil District of Williamson County, Tennessee. Bounded in general by Crow Cut Road on the south; Lankford and Allen Tract 2 Jerry Wilson Anderson on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen Division Tract 4 on the east, more particularly described as follows:

Beginning at a point in the center of Crow Cut Road located N 31 deg. 25' 14" E 212.35' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 2, N 51 deg. 28' 38" W passing an existing witness iron pin at 25.00' in all 111.06' to an existing iron pin in Jerry Wilson Anderson's east line; thence leaving Tract 2 and with Anderson's east line N 05 deg. 25' 58" E passing the center of a 25' ingress-egress easement at 195.43' and a witness iron pin set at 1224.24' in all 1249.24' to a point in the East Raccoon Branch; thence leaving Anderson and up the center of Raccoon Branch and with Lankford and Allen Tract 7, S 79 deg. 56' 18" E 83.33' to a point; thence S 78 deg. 17' 29" E 52.96' to a point, common corner of Lankford and Allen Tract 4; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 4, S 01 deg. 33' 41" W passing a witness iron pin at 25.00' and the center of the aforementioned 25' easement at 1054.56' and a witness iron pin set at 1104.30' in all 1139.73' to a point in the center of Crow Cut Road; thence leaving Tract 4 and with the center of Crow Cut Road and a curve to the left having the following characteristics: Delta=02 deg. 44' 50", Radius=631.73'; ARC=30.29'; Tangent=15.15'; Chord=S 43 deg. 55' 56" W 30.29' to a point; thence S 42 deg. 33' 34" W 110.71' to a point; thence with a curve to the left having the following characteristic: Delta=04 deg. 02' 12"; Radius= 837.44'; ARC=59.00'; Tangent=29.51'; Chord=S 40 deg. 32' 29" W 58.99' to a point of beginning, containing 5.06 acres, more or less and being a portion of Billy L. Lankford Et Ux as recorded in Deed Book 1832, Page 538, Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above described tract is subject to a 25' ingress-egress easement in favor of Jerry Wilson Anderson running through the southern portion of said property to the east line of Anderson described as follows: Commencing at the southeast corner of the above tract in the center of Crow Cut Road thence N 01 deg. 33' 41" E 85.17' to a point of beginning for the center of a 25' ingress-egress easement, thence leaving the point of beginning N 76 deg. 55' 25" W 18.47' to a point; thence N 79 deg. 53' 21" W 97.39' to a point; thence N 87 deg. 16' 43" W 91.53' to a point in Jerry Wilson Anderson's East line.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Dan Ellis and wife, Dianne Ellis, dated April 20, 2011, of record in Book 5310, Page 60, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16<sup>th</sup>, 2018, leaving Mary M Beck as his surviving spouse.

#### 7859 Crow Cut Rd

A certain tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit: Being a tract of land as shown on Property Map 18, Assessor's Office, and lying wholly within the 1<sup>st</sup> Civil District of Williamson County, Tennessee, bounded in general by Crow Cut Road on the south, Lankford and Allen Tract 3 on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen division Tract 5 on the east, being more particularly described as follows: Beginning at a point in the center of Crow Cut Road located N 36 deg. 38' 03" E 410.48' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 3, N 01 deg. 33' 41" E passing an existing witness iron pin at 35.44' and the center of a 25' ingress-egress easement at 85.17' and a second witness iron pin at 1114.73 in all 1139.73' to a point in the center of East Raccoon Branch, thence leaving Tract 3 and up the center of Raccoon



Branch and with Lankford and Allen Tract 7, S 78 deg. 17' 29" E. 34.22' to a point; thence S 86 deg. 43' 06" E 203.17' to a point, being the common corner of Lankford Tract 5; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 5, S 04 deg. 49' 22" W passing a witness iron pin at 25.00' and a witness iron pin set at 963.22' in all 993.80' a point in the center of Crow Cut Road; thence leaving Tract 5 and with the center of Crow Cut Road S 59 deg. 39' 50" W 67.92' to a point; thence with a curve to the left having the following characteristics: Delta=14 deg. 21' 25"; Radius=631.73'; ARC=158.30'; Tangent=79.57'; Chord-S 52 deg. 29' 05" W 157.88' to the point of beginning, containing 5.02 acres, more or less according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above-described tract is subject to a 25 feet ingress-egress easement in favor of Jerry Wilson Anderson (ref. Deed Book 1402, Page 158, R.O.W.C.) running from the common line of Tract 3 and Tract 4 to the center of Crow Cut Road described as follows: Commencing at a point in the center of Crow Cut Road, the southwest corner of the above tract thence leaving said road N 01 deg. 33' 41" E 85.17' to a point in the center of a 25' ingress-egress easement, thence with the center of said easement S 76 deg. 55' 25" E 79.83' to a point in the center of Crow Cut Road.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Billy L. Lankford and James E. Allen, and their spouses, Marjorie S. Lankford and Mattie R. Allen, dated March 17, 2000, of record in Book 1973, Page 801, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16<sup>th</sup>, 2018, leaving Mary M. Beck as his surviving spouse

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

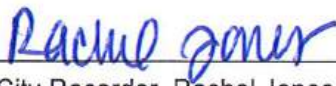
- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 7<sup>th</sup> day of November 2024, with the following condition of approval:
  1. An interlocal agreement with Williamson County is required to address the provision of emergency services to interceding properties (between the municipality and the territory to be annexed) and road and bridge maintenance from the municipality to the territory being annexed. T.C.A. § 6-51-104.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.
- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved by the City of Fairview Board of Commissioners this 7<sup>th</sup> day of November 2024.

  
\_\_\_\_\_  
Mayor, Lisa Anderson

ATTEST:

  
\_\_\_\_\_  
City Recorder, Rachel Jones

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
City Attorney, Patrick M. Carter

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission this 10<sup>th</sup> day of October 2023.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye\_\_\_ Nay 7 Not voting 2.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval \_\_\_\_\_,  
Disapproval X, No Recommendation \_\_\_\_\_.

**RESOLUTION 22-25****A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE GRANT  
CONTRACT BETWEEN THE GOVERNOR’S EARLY LITERACY FOUNDATION  
AND THE CITY OF FAIRVIEW**

**WHEREAS**, the City of Fairview Board of Commissioners voted on March 6, 2025, to approve the installation of a Storybook Trail at Bowie Nature Park; and

**WHEREAS**, the City of Fairview desires to apply for the Governor’s Early Literacy Foundation Grant; and

**WHEREAS**, this grant contract is a “Book Permission Only” contract and will give the City of Fairview the rights and permissions to use the Book Titles free of charge; and

**WHEREAS**, said grant contract is attached as Exhibit A hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Mayor be authorized and directed to execute the GRANT CONTRACT BETWEEN THE GOVERNOR’S EARLY LITERACY FOUNDATION AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 17<sup>th</sup> day of April, 2025.

---

Lisa Anderson, Mayor

ATTEST:

---

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney



**GRANT CONTRACT BETWEEN  
GOVERNOR'S EARLY LITERACY FOUNDATION  
AND  
CITY OF FAIRVIEW**

This Grant Contract by and between Governor's Early Literacy Foundation, herein referred to as "GELF", and the City of Fairview, herein referred to as "Grant Recipient", serves to finalize the agreement of the parties as it relates to the launch of a literacy walking trail, herein referred to as "The Storybook Trail," as further defined in the "Scope of Services."

**A. SCOPE OF SERVICES**

- A.1.** Grant Recipient shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2.** GELF will consider the proposal submitted Winter 2025, attached as Appendix A, as the basis for the Plan of Work for The Storybook Trail.
- A.3.** The Storybook Trail will utilize a book title(s) as outlined in Appendix A for which publisher permissions have been received, printed on storyboard panels placed along The Storybook Trail. Panels will be placed at a young child's height to encourage engagement with the story's illustrations and will include family activities to connect the story with surrounding nature, community history, etc.
- A.4.** Grant Recipient will oversee the procurement and installation of new posts and panels at the park.
- A.5.** Grant Recipient will open The Storybook Trail within 12 months of the effective date of the grant contract. Grant Recipient will apply for an extension if The Storybook Trail is not completed within this timeline.
- A.6.** Grant Recipient will hold an opening celebration at The Storybook Trail to publicize the project to the community. Representatives from GELF, the local Dolly Parton's Imagination Library ("DPIL") program, and other community literacy advocates should be invited to attend the opening.
- A.7.** Grant Recipient will make every effort possible to obtain stories and photos that illustrate the impact of The Storybook Trail for use by GELF, Grant Recipient, and DPIL in promoting the storybook trail program.
- A.8.** Any proposed changes to the Plan of Work determined after the effective date of this Grant Contract shall be submitted in writing to GELF for approval prior to the implementation of said changes.

**B. CONTRACT PERIOD**





- B.1.** This Grant Contract shall be effective **April 1, 2025** through **April 1, 2026**.
- B.2.** GELF shall have no obligation to provide further services or payments for services and expenses not completed during the contract period.

#### **C. FUNDING**

- C.1.** Grant Recipient does not require funding from GELF toward the development of The Storybook Trail. GELF is providing publisher permission(s) for the book(s) chosen by the Grant Recipient for The Storybook Trail.

#### **D. STANDARD TERMS & CONDITIONS**

- D.1.** All produced materials, including but not limited to notices, informational pamphlets, press releases, research reports, signs, panel design, welcome sign and similar public notices, prepared and/or released by Grant Recipient in conjunction with The Storybook Trail, must be approved by GELF in advance of production/printing and include recognition of GELF. Said recognition of GELF shall be in accordance with provisions outlined in Section E. Branding & Marketing Requirements.
- D.2.** Grant Recipient and GELF will carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any of the staffing, programming, and/or services offered through The Storybook Trail.
- D.3.** Grant Recipient will follow all policies and requirements to ensure safe construction in the building and installation of storyboard frames and related signage. Grant Recipient agrees to carry adequate public liability and other appropriate forms of insurance.
- D.4.** Grant Recipient agrees to indemnify and hold Governor's Early Literacy Foundation harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from the construction and/or operation of The Storybook Trail.
- D.5.** If Grant Recipient fails to perform its obligations under this Grant Contract in accordance with Sections A, E, F, H, and Appendix A, or if Grant Recipient violates any terms of this Grant Contract, GELF shall have the right to immediately terminate this Grant Contract.

#### **E. BRANDING & MARKETING REQUIREMENTS**

Printing of equipment per trail, defined as one welcome sign panel, storyboard panels showcasing pages of each approved book, activity panels that complete a trail in the absence of



available book panels, and any promotional materials must include the following GELF partnership recognition:

- a) Welcome Sign Panel: GELF logo in stacked format, GELF Storybook Trail icon, additional funding partner logos as determined by Grant Recipient.
- b) GELF Mission & Program Description:

“The mission of Governor’s Early Literacy Foundation (GELF) is to strengthen early literacy in Tennessee. GELF launched the Storybook Trail program by partnering with parks to create enriching outdoor reading experiences for children and families to connect literacy with a fun, physical activity. We hope you enjoy this outdoor reading adventure! For more information and to enroll a child in Dolly Parton’s Imagination Library, visit [GovernorsFoundation.org](http://GovernorsFoundation.org).”

  - Signage design will follow GELF’s template and will be reviewed and approved prior to printing.
- c) Storyboard Panels:
  - One reading tip must be printed on each panel.
  - The last page panel on each trail must include the following GELF call-to-action: “For more reading tips and activities, visit [GovernorsFoundation.org](http://GovernorsFoundation.org).”
  - Signage design will follow GELF’s template and will be reviewed and approved prior to printing.
- d) Promotional Materials:
  - GELF logo in stacked format & Storybook Trail icon
  - GELF Mission: “To Strengthen Early Literacy in Tennessee.”
  - GELF Call to Action: “For more information on the Storybook Trail program and to enroll a child in Dolly Parton’s Imagination Library, visit [GovernorsFoundation.org](http://GovernorsFoundation.org).”

## F. REPORTING REQUIREMENTS

- F.1. Progress & Final Reports: Grant Recipient will submit monthly updates on the status of The Storybook Trail to **Kim Weiss**, Program Manager at GELF. These updates should be sent by the fifth of each month and should communicate if the project is on time, the progress made toward completing The Storybook Trail, and any other pertinent information about the project. After completion of the project, you will be asked to submit a final report as outlined in F.2. You will be sent a link to complete this final report on-line.
- F.2. Report Format: The monthly status updates should be sent via email. The final report should be submitted in the provided template and will consist of a project narrative, financial report, outcome measures, and a reflection. More details about the final report are as follows:



a. Project Narrative- The rationale for choosing to build Storybook Trails in the Community, a description of recent and upcoming marketing & educational activities, and stories and photos demonstrating impact, as available.

b. Outcome Measures –

- Estimated # of potentially exposed families (i.e. park “visits”),
- Total # of Social Media” Likes” on any platform, Facebook, Instagram, Twitter, etc.
- Total # of News Stories related to the trail announcement or event, if any.
- Total # of Families who attended SBT events (Grand Opening, field trips, etc.), if there have been any to this point.

c. Reflection: A summary of The Storybook Trail project, including lessons learned during implementation and initial operation and recommendations for the future.

#### **G. GELF ROLES & RESPONSIBILITIES:**

- G.1.** GELF will provide a design template for all signage.
- G.2.** GELF will promote The Storybook Trail via its social media presence, website, and other channels, as available.

#### **H. GRANT RECIPIENT ROLES & RESPONSIBILITIES:**

- H.1.** Grant Recipient will designate the location of The Storybook Trail and build/install panel display frames for the book pages, including mounting posts. Grant Recipient will be responsible for the maintenance of the trails and signage. Grant Recipient will be responsible for the costs of purchasing the post and framing materials, as well as any maintenance expenses.
- H.2.** Grant Recipient will provide reading engagement tips for all SBT panels that utilize the GELF template.
- H.3.** Grant Recipient will host a ribbon-cutting launch event at each Storybook Trail, inviting local DPIL program volunteers, GELF staff, Grant Recipient staff and community leaders. GELF and Grant Recipient staff will be acknowledged at the launch event.



GOVERNOR'S  
**EARLY LITERACY**  
FOUNDATION

**In Agreement:**

Date: \_\_\_\_\_

Dean Dorsey Hoskins, Vice President  
Governor's Early Literacy Foundation

\_\_\_\_\_  
Date: \_\_\_\_\_

NAME, TITLE  
ORGANIZATION

## RESOLUTION 12-25

**A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT  
OF THE OWNER AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES  
OF THE CITY OF FAIRVIEW, TENNESSEE, WITH RS-40 SINGLE FAMILY  
RESIDENTIAL ZONING, MAP 021, PARCEL 017.01, 7922 CROW CUT RD, 8.66 (+/-)  
ACRES, OWNER: JOHN HOLLARS**

**Tax Map 021, Parcels 017.01**

**7922 Crow Cut Road**

**Owner: John Hollars**

**8.66 +/- Acres**

**WHEREAS**, the City of Fairview, having been petitioned by interested people, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries; and

**WHEREAS**, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

**WHEREAS**, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

**WHEREAS**, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in the Fairview Observer, a newspaper of general circulation in such territory and in the City of Fairview; and

**WHEREAS**, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

**WHEREAS**, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

**WHEREAS**, notice of the time, place, and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

**WHEREAS**, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 17<sup>th</sup> day of April 2025.

**SECTION 1:** Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

**A. Police**

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

**B. Fire**

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

**C. Water**

Water Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The owner indicates that a water tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

**D. Sanitary Sewers**

Sanitary Sewer Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The property owner indicates that a sewer tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

Where Sanitary Sewer Service is not provided, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

**E. Refuse Collection**

Private haulers or the county convenience center will handle refuse collection in the annexed area.

**F. Streets**

1. The State Highway Commission, under the standards currently prevailing by the State of Tennessee, will serve the State Controlled Streets in the annexed area. The City of Fairview, Tennessee, under the standards currently prevailing in the City will serve the City Controlled Streets in the annexed area.
2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

**G. Schools**

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

#### **H. Inspection Services**

Any inspection services provided by the City will begin in the annexed area on the effective date of annexation.

#### **I. Planning and Zoning**

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

#### **J. Public Works**

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Please reference the city's website for pickup times and specific information regarding what qualifies for this service.

#### **K. Street Lighting**

Any existing street lighting will continue to be maintained by the utility provider in the annexed area.

#### **L. Recreation**

Residents of the annexed area may use all City parks on and after the effective date of annexation.

#### **M. Miscellaneous**

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.



## SECTION 2: LOCATION MAP



Parcel for Annexation:  
Tax Map 021, Parcel 017.01  
8.66 (+/-) Acres  
7922 Crow Cut Road  
Zoning: RS-40 Single Family Residential  
Owner: John Hollars



### **SECTION 3: LEGAL DESCRIPTION**

#### **7922 Crow Cut Road**

Being a tract of land as shown on Property Map 21, Assessor's Office and lying wholly within the 1<sup>st</sup> Civil District of Williamson County, Tennessee, Bounded in general by Crow Cut Road on the West; Thomas W. Hudgins 7.71 acre tract on the North; Trail of Brownlyn on the East; Lynn H. Norvell and Harry Hughes on the South, more particularly described as follows:

Beginning at an iron pin set on the East side of Crow Cut Road (25' from the center) in the North line of Harry Hughes (Ref. Deed Book 761, Page 422, R.O.W.C.-Property Map 21, Parcel 19); thence with the East side of Crow Cut Road North 33 degrees 48 minutes 21 seconds East 175.05' to an iron pin set; thence with a curve to the left having the following characteristics: Delta = 10 degrees 14 minutes 43 seconds, Radius = 1507.12', Arc=269.49', Chord=North 28 degrees 41 minutes 00 seconds East 269.14' to an iron pin set (being South 18 degrees 15 minutes 48 seconds West 48.61' from an existing iron pin, the Southwest corner of Thomas W. Hudgins' original tract); thence leaving Crow Cut Road with a new line, South 83 degrees 36 minutes 57 seconds East 789.07' to an iron pin set in the West line of the Trails of Brownlyn (Ref. Plat Book 45, Page 80 R.O.W.C.); thence with Brownlyn's West line South 05 degrees 18 minutes 55 seconds East 423.55' to an existing iron pin "cummings" and being the Northeast corner of Lynn H. Norvell (Ref. Deed Book 433, Page 758 R.O.W.C. – Property Map 21, Parcel 20); thence with Norvell's North line North 83 degrees 33 minutes 20 seconds West 395.95' to an existing iron pin, the Northeast corner of the aforementioned Harry Hughes; thence with Hughes' North line North 82 degrees 45 minutes 19 seconds West 661.84' to the point of beginning, containing 8.66 acres, more or less being a portion of the Thomas W. Hudgins and Mary L. Hudgins property as recorded in Deed Book 6131, Page 133 Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7376 Walker Road, Fairview, TN and dated February 02, 2018.

Being part of the same property conveyed to James H. Green and wife, Mary Lou Green by Installment Deed from Earl W. Marshall and wife, Hattie Mai Marshall, dated May 14, 1959 and of record in Book 113, Page 509 in the Register's Office of Williamson County, Tennessee. Also being part the same property conveyed to Mary Lou Green by Quitclaim Deed from James H. Green, dated February 9, 1970 and of record in Book 168, Page 470, in the Register's Office of Williamson County, Tennessee. Also bring part the same property vested to Mary Elizabeth Green by the Last Will and Testament of Mary Lou Hale (also known as Mary Lou Green) filed April 25, 2008 in Docket No. P08-4931, in the Probate Court of Williamson County. Also being part the same property conveyed to Tommy Hudgins, married by Quitclaim Deed from Mary Elizabeth Green, unmarried reserving a life estate, dated January 5, 2013 and of record in Book 5803, Page 197, in the Register's Office of Williamson County, Tennessee. Also bring part the same property conveyed to Thomas W. Hudgins and wife, Mary L. Hudgins as tenants by the entirety by Quitclaim Deed from Tommy Hudgins (also known as Thomas W. Hudgins) and Mary Elizabeth Green, dated February 19, 2014 and of record in Book 6131, Page 133, in the Register's Office of Williamson County, Tennessee.

This property is subject to the right of way of Crow Cut Road.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 17<sup>th</sup> day of April 2025.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.

- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

**WHEREUPON**, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved by the City of Fairview Board of Commissioners the 17<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Mayor, Lisa Anderson

ATTEST:

\_\_\_\_\_  
City Recorder, Rachel Jones

LEGAL FORM APPROVED:

\_\_\_\_\_  
City Attorney, Patrick M. Carter

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission the 11<sup>th</sup> day of February 2025.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 7 Nay     Not voting 2.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval   X  , Disapproval       , No Recommendation                   .

**ORDINANCE 2025-03**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING A 2.2 (+/-) ACRE PORTION OF THE 5.60 (+/-) ACRE PARCEL LOCATED AT 7711 HORN TAVERN ROAD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022 PARCEL 136.00 FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: JEFF PACK.**

**WHEREAS**, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as a 2.2 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 022, parcel 136.00, located at 7711 Horn Tavern Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Jeff Pack; and

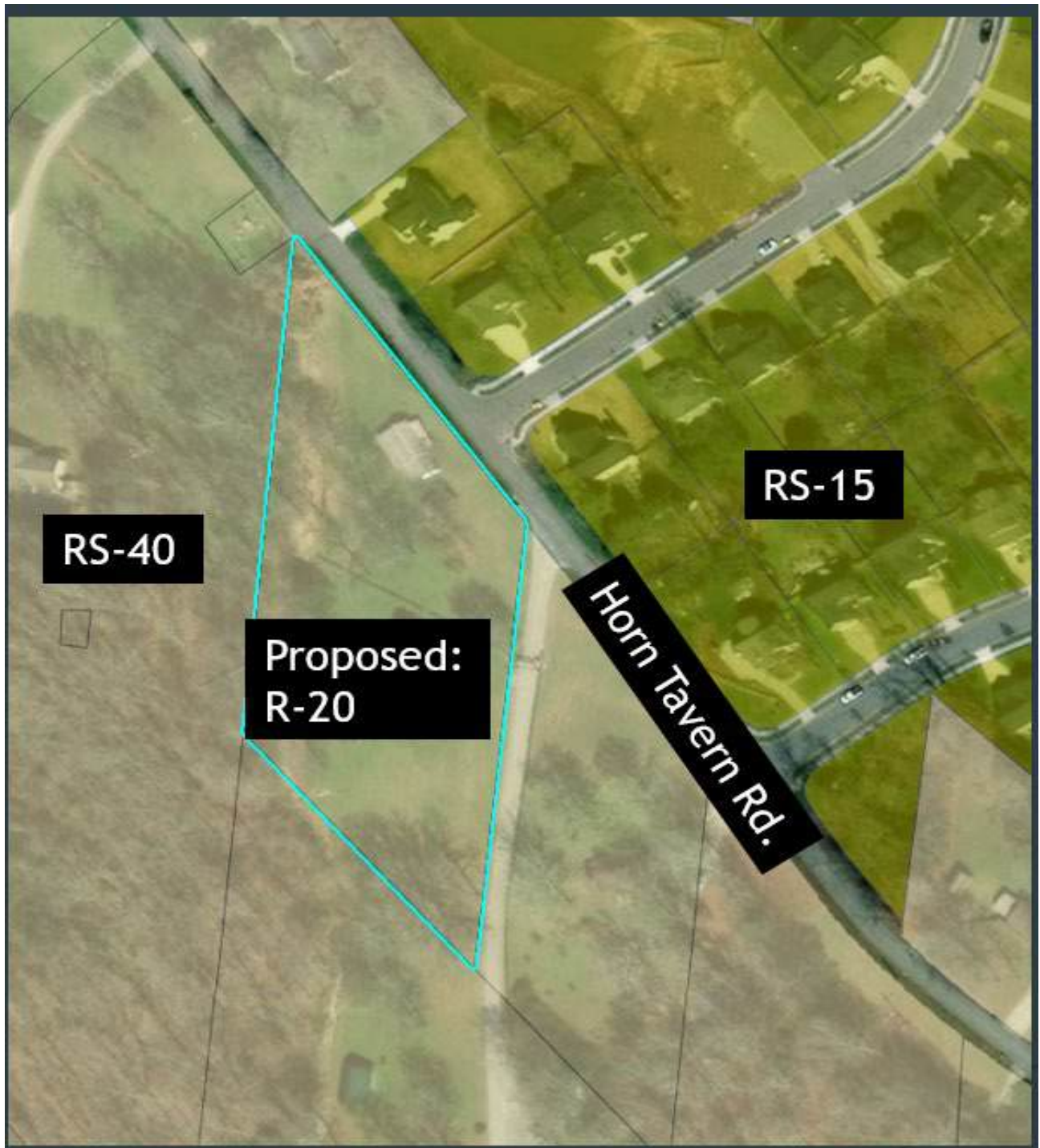
**WHEREAS**, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

**WHEREAS**, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on March 18, 2025, with a **positive** recommendation for approval without conditions; and

**WHEREAS**, that all ordinances or parts of ordinances in conflict are hereby repealed; and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:**

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning a 2.2 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 022, parcel 136.00, located at 7711 Horn Tavern Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Jeff Pack, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.





Approved by the Board of Commissioners:

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

Published for public notice on: \_\_\_\_\_ In: The Fairview Observer

## RESOLUTION 16-25

**A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED  
ANNEXATION OF TERRITORY INTO THE CITY OF FAIRVIEW BY OWNER  
CONSENT WITH RS-40 SINGLE FAMILY RESIDENTIAL ZONING AND APPROVING  
A PLAN OF SERVICES  
(0 CROW CUT ROAD, 28.75 (+/-) ACRES, MAP 018, PARCEL 031.00)**

**Tax Map 018, Parcel 031.00**

**28.75 (+/-) Acres**

**0 Crow Cut Road**

**Zoning: RS-40 Single Family Residential**

**Owner: Vaden Northcutt**

**WHEREAS**, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

**WHEREAS**, a Plan of Services for the territory proposed for annexation by owner consent has been reviewed by the Fairview Planning Commission; and

**WHEREAS**, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Fairview; Tennessee as follows:

- A.** That a public hearing is hereby scheduled for **7:00 pm on May 15, 2025**, at **Fairview City Hall** on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

Being a tract of land in the 1st Civil District of Williamson County, Tennessee, said property being part of the same property conveyed to Arthur Lee Love and wife, Verilyn (Johnson) Love, per Deed of record in Deed Book No. 2493, page 240 in the Register's Office for Williamson County, Tennessee. Said property being more particularly described as follows:

Beginning at an existing iron rod in the west margin of Crow Cut Road at a distance of 25 feet from the center of said road, said point being a southeast corner of the W. H. Collier et ux property; thence along the west margin of Crow Cut Road at a distance of 25 feet from the center of said road South 04 degrees 42 minutes 06 seconds West, 606.62 feet to the point of curvature of a curve to the right having a radius of 1567.17 feet; thence 268.30 feet along the arc of said curve and continuing with the west margin of Crow Cut Road, the long chord of which bears South 09 degrees 36 minutes 22 seconds West, 267.97 feet to the point of tangency of said curve; thence continuing along the west margin of Crow Cut Road at a distance of 25 feet from the center of said road South 14 degrees 30 minutes 38 seconds West, 423.73 feet to an iron rod set at the northeast corner of the Orville K. Sullivan et ux property; thence leaving the west margin of Crow Cut Road along the north boundary line of the Sullivan property North 87 degrees 00 minutes 00 seconds West, 570.45 feet to an existing iron pipe at a northeast corner of the Novel Eleanor Ladd Marshall property; thence along a north boundary line of the Marshall property North 87 degrees 11 minutes 58 seconds West, 338.46 feet to an existing iron pipe; thence along eastern boundary lines of the Marshall property with a fence line to points as follows: North 05 degrees 53 minutes 14 seconds East, 505.56 feet to an iron rod set; North 03 degrees 20 minutes

55 seconds East, 205.29 feet to an iron rod set; North 01 degrees 41 minutes 13 seconds East, 202.49 feet to an existing iron rod at a southeast corner of the Dominique Delbeke property; thence along eastern boundary lines of the Delbeke property with a fence line to points as follows: North 05 degrees 16 minutes 04 seconds East, 216.01 feet to an iron rod set; North 02 degrees 32 minutes 04 seconds East, 137.71 feet to an iron rod set at a southwest corner of the W. H. Collier et ux property; thence along a southern boundary line of the Collier property South 88 degrees 16 minutes 38 seconds East, 658.35 feet to an existing iron rod at the southwest corner of the Henry Collier, Jr. et ux property; thence along the south boundary line of the Henry Collier, Jr. et ux property South 88 degrees 16 minutes 38 seconds East, 292.31 feet to an existing iron rod at a southwest corner of the W.H. Collier et ux property; thence along a southern boundary line of the W. H. Collier et ux property South 88 degrees 25 minutes 25 seconds East, 62.40 feet to the point of beginning, containing 28.75 acres, more or less, by Bledsoe, Adams & Christy Engineering and Surveying, LLC, Phillip Darrin Christy, R.L.S. No. 1821, Surveyor, dated November 13, 2003.

Being the same property conveyed to Marjorie York and Verilyn Love, as Tenants in Common by Quit Claim Deed dated 4/3/96 from Beedy Erlean Johnson of record in Book 1386, page 965, Register's Office for Williamson County, Tennessee, in which deed the said Beedy Erlean Johnson reserved a life estate, and who has since died on December 23, 2001.

Also being the same property conveyed to Arthur Lee Love by Deed to Create a Tenancy by the Entirety from Verilyn (Johnson) Love dated 7/3/02 of record in Book 2493, page 240, Register's Office for Williamson County, Tennessee.

This conveyance is subject to taxes for the year 2004 and subsequent years, and to any and all restrictions and easements of record.

- B.** That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.
- C.** That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in the Fairview Observer, a newspaper of general circulation in such territory and the City of Fairview.
- D.** That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing.
- E.** That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

## **SECTION 1: PLAN OF SERVICES**

**WHEREAS, TCA 6–51–102**, as amended requires that a Plan of Services be adopted by the governing body of a city prior to the passage of an annexation resolution of any territory or territories.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE.**

**Section 1.** Pursuant to the provisions of **TCA 6–51–102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

**A. Police**

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

**B. Fire**

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

**C. Water**

Water Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The owner indicates that a water tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

**D. Sanitary Sewers**

Sanitary Sewer Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The property owner indicates that a sewer tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

Where Sanitary Sewer Service is not provided, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

**E. Refuse Collection**

Private haulers or the county convenience center will handle refuse collection in the annexed area.

**F. Streets**

1. The State Highway Commission, under the standards currently prevailing by the State of Tennessee, will serve the State Controlled Streets in the annexed area.



The City of Fairview, Tennessee, under the standards currently prevailing in the City will serve the City Controlled Streets in the annexed area.

2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

**G. Schools**

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

**H. Inspection Services**

Any inspection services provided by the City will begin in the annexed area on the effective date of annexation.

**I. Planning and Zoning**

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

**J. Public Works**

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Please reference the city's website for pickup times and specific information regarding what qualifies for this service.

**K. Street Lighting**

Any existing street lighting will continue to be maintained by the utility provider in the annexed area.

**L. Recreation**

Residents of the annexed area may use all City parks on and after the effective date of annexation.

**M. Miscellaneous**

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

The Fairview, Tennessee Municipal Planning Commission voted upon this Resolution as Follows:

Aye   7  , Nay   1  , Not voting   1  

This Resolution was returned to the City of Fairview, Tennessee, Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for

Approval   X  , Disapproval           , No Recommendation           .

## SECTION 2: LOCATION MAP



Parcel for Annexation:  
Tax Map 018, Parcel 031.00  
28.75 (+/-) Acres  
0 Crow Cut Road  
Zoning: RS-40 Single Family Residential  
Owner: Vaden Northcutt

**WHEREUPON**, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Passed and adopted this the 17<sup>th</sup> day of April, 2025.

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

**RESOLUTION 17-25****A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH PHASE 1 OF THE CUMBERLAND ESTATES SUBDIVISION**

**WHEREAS**, the City of Fairview Municipal Planning Commission approved the Final Plat for Phase 1 of the Cumberland Estates Subdivision, on behalf of Ole South Properties (DEVELOPER); and

**WHEREAS**, Ole South Properties (DEVELOPER) has completed the subdivision improvements associated with Phase 1 of Cumberland Estates Subdivision, as required and shown on the approved Final Plat as referenced above and recorded in Plat Book P66, Page 147; and

**WHEREAS**, the City of Fairview has received the as-built drawings for Phase 1 of the Cumberland Estates Subdivision, as required in Article 3-105 of the Subdivision Regulations of the City of Fairview; and

**WHEREAS**, the engineer for the City of Fairview has inspected the subdivision improvements and has determined that said improvements have been constructed in substantial compliance with the approved improvement plans and as reflected on the as-built drawings for Phase 1 of the Cumberland Estates Subdivision

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

1. The Subdivision Improvements associated with Cumberland Estates Subdivision, Phase 1, as shown on the final plat and recorded in Plat Book P66, Page 147, with the Williamson County Register of Deeds have been accepted for public maintenance, including sidewalks, streets, and stormwater management systems; and
2. In accordance with Cumberland Estates Subdivision, Phase 1, final plat, all easements, sidewalks, streets, and stormwater management systems within the project boundaries shown on the plat as dedicated to the public use are accepted; and
3. The performance bond required by the Subdivision Development Agreement for the construction of the public improvements associated with Cumberland Estates Subdivision, Phase 1, may be released and replaced with a one-year maintenance bond in accordance with the Subdivision Regulations of the City of Fairview.

Pass and adopted this 17<sup>th</sup> day of April, 2025.



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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

**RESOLUTION 18-25****A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH PHASE 2 OF THE CUMBERLAND ESTATES SUBDIVISION**

**WHEREAS**, the City of Fairview Municipal Planning Commission approved the Final Plat for Phase 2 of the Cumberland Estates Subdivision, on behalf of Ole South Properties (DEVELOPER); and

**WHEREAS**, Ole South Properties (DEVELOPER) has completed the subdivision improvements associated with Phase 2 of Cumberland Estates Subdivision, as required and shown on the approved Final Plat as referenced above and recorded in Plat Book P69, Page 135; and

**WHEREAS**, the City of Fairview has received the as-built drawings for Phase 2 of the Cumberland Estates Subdivision, as required in Article 3-105 of the Subdivision Regulations of the City of Fairview; and

**WHEREAS**, the engineer for the City of Fairview has inspected the subdivision improvements and has determined that said improvements have been constructed in substantial compliance with the approved improvement plans and as reflected on the as-built drawings for Phase 2 of the Cumberland Estates Subdivision

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

1. The Subdivision Improvements associated with Cumberland Estates Subdivision, Phase 2, as shown on the final plat and recorded in Plat Book P69, Page 135, with the Williamson County Register of Deeds have been accepted for public maintenance, including sidewalks, streets, and stormwater management systems; and
2. In accordance with Cumberland Estates Subdivision, Phase 2, final plat, all easements, sidewalks, streets, and stormwater management systems within the project boundaries shown on the plat as dedicated to the public use are accepted; and
3. The performance bond required by the Subdivision Development Agreement for the construction of the public improvements associated with Cumberland Estates Subdivision, Phase 2, may be released and replaced with a one-year maintenance bond in accordance with the Subdivision Regulations of the City of Fairview.

Pass and adopted this 17<sup>th</sup> day of April, 2025.

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

## RESOLUTION 23-25

### A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AGREEING TO THE PURCHASE OF SPECIFIC PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE CONTRACT AND RELATED DOCUMENTS

**WHEREAS**, the Seller expresses an interest in selling and the City of Fairview expresses interest in purchasing the properties located at 2178 Fairview Blvd and 2188 Fairview Blvd (lots immediately adjacent to City Hall); and

**WHEREAS**, the potential acquisition of these subject properties meets several strategic objectives of the City of Fairview; and

**WHEREAS**, the aggregate purchase price for said properties is \$2,150,000, and

**WHEREAS**, the city and the seller have agreed, in principle, that the city provide the property owner with \$50,000 earnest money for the purchase, that the remaining balance of \$2,100,000 be paid to the property owners at closing of the purchase, and that the closing of the purchase take place no later than May 30, 2025.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:**

The City of Fairview Board of Commissioners hereby resolves to purchase the properties at 2178 Fairview Blvd and 2188 Fairview Blvd for a price of \$2,150,000, to provide the sellers with \$50,000 in earnest money upon execution of the purchase contract, to close the purchase no later than May 30, 2025, to provide the sellers the remaining balance of \$2,100,000 at closing, and

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes the mayor to execute the purchase contract and any other related documents or materials necessary or required for the completion of this purchase.

Passed and adopted this 17<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney



## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE (hereinafter the "Contract") made this 28<sup>th</sup> day of March, 2025 by and between, Premier Development Partners, LLC, a Tennessee limited liability company, hereinafter called the Seller, and the City of Fairview, Tennessee, hereinafter called the Buyer:

### WITNESSETH:

That the Seller, in consideration of the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) as earnest money (hereinafter the "Earnest Money") and in part payment of the purchase price, hereby agrees to sell and convey to said Buyer, or to such person as he may in writing direct, the following described real estate in Williamson County, Fairview, Tennessee to wit:

The Property consists of approximately 5.34 acres of vacant land located at 2178 & 2188 Fairview Blvd, Fairview, TN 37062, and further identified as Map & Parcels 042 175.00 and 042 174.00.

**CONSIDERATION:** Buyer agrees to purchase said real estate (hereinafter called the "Property") and to pay therefore the total sum of Two Million One Hundred Fifty Thousand Dollars and 00/100 (\$2,150,000) (hereinafter called the "Purchase Price") payable in full in cash at closing, subject to the Earnest Money deposited herewith.

1. Taxes. Buyer to pay all City Taxes for 2025. County Taxes for 2025 will be prorated between Buyer and Seller as of the date of Closing. Buyer to pay all City Taxes, including penalties and interest, prior to 2025. Seller to pay all County Taxes, including penalties and interest, prior to 2025.
2. Cost of Deed and Recording Fees. Cost of deed preparation to be paid by Buyer. Recording of the deed and all transfer tax costs to be paid by Buyer.
3. Ratable Items. All ongoing costs, expenses, or other ratable items to be prorated as of the date of closing.
4. Title Insurance.
  - (a) Promptly following the execution and delivery of this Contract, Buyer shall apply to a title company by and through its agent ("Title Insurer") for a title insurance commitment (the "Title Commitment") in the amount of the Purchase Price which shall disclose the state of the title to the Property and shall constitute the commitment of the Title Insurer to insure the title at closing in the name of Buyer or its successors or assigns, with a title insurance policy in an ALTA Form-B of Owners title insurance.
  - (b) The Title Commitment shall be on the ALTA standard form and shall contain no exceptions other than the usual standard printed exceptions, exceptions for current real property taxes, and such easements and restrictions of record, zoning and building ordinances and other matters as may be approved by Buyer. Buyer shall have ten (10) days after receipt of delivery of the Title Commitment within which to notify the Seller, in writing, of Buyer's disapproval of any exception(s) shown in said Title Commitment. In the event of such disapproval, Seller shall have ten (10) days following receipt of such notice from Buyer within which to either (a) remove any disapproved exception(s) or matter(s), or (b) notify Buyer that Seller is either unwilling or unable to remove any disapproved exception(s) or matter(s). In the event Seller notifies Buyer that it is either unwilling or unable to remove said items, Buyer shall have the option to proceed to closing with the disapproved items or to declare this Contract null and void by written notice to Seller whereupon neither party shall have any further liability to the other, and all Earnest Money shall be promptly returned to Buyer. The standard exceptions for mechanic's and material men's liens and parties in possession shall be removed based on an affidavit and indemnity agreement satisfactory to the Title Insurer to be signed by Seller. Following closing, a policy of owner's title insurance will be issued to Buyer at the expense of the Buyer, which policy shall contain no exceptions except for current taxes and such other exceptions as shall be permitted after review of the Title Commitment by Buyer.
5. Earnest Money. Earnest Money in the amount stated above is to be deposited with Middle Tennessee Law Group, located at 809 South Main Street, Suite 100, Columbia, TN 38401 ("Escrow Agent"), within Five (5) days from the approval from the Fairview Board of Commissioners, which will be voted upon on April 17, 2025, along with the mutual execution of this Contract by Buyer and Seller. Said money will be disbursed in accordance with the terms of this Contract. The parties hereby authorize Escrow Agent to deposit the Earnest Money in its general escrow or earnest money account, commingled with other escrow funds, and at a FDIC insured state or national bank. The Escrow Agent shall have no duty to pay interest upon or otherwise invest the Earnest Money.

6. Type of Deed. Seller will convey by special warranty deed marketable and insurable fee simple title to the Property (as evidenced by Buyer's ability to obtain title insurance containing standard provision of marketability of title) including all improvements and appurtenances thereto.
7. Survey.
  - (a) If Buyer desires a survey, then Buyer shall pay to order a current as-built ALTA survey showing the Property and all improvements, which survey shall be prepared by a surveyor reasonably acceptable to Buyer and which report shall be certified to Buyer and the Title Insurer. Any existing survey in Seller's possession, if any, shall be provided to Buyer within Five (5) days from the date of the mutual execution of this Contract.
  - (b) Buyer shall have ten (10) days after receipt of delivery of the Survey within which to notify the Seller, in writing, of Buyer's disapproval of any items or matters shown in said Survey. In the event of such disapproval, Seller shall have ten (10) days following receipt of such notice from Buyer within which to either (a) remove any disapproved items or matter(s), or (b) notify Buyer that Seller is either unwilling or unable to remove any disapproved exception(s) or matter(s). In the event Seller notifies Buyer that it is either unwilling or unable to remove said items, Buyer shall have the option to proceed to closing with the disapproved items or to declare this Contract null and void by written notice to Seller whereupon neither party shall have any further liability to the other, and all Earnest Money shall be promptly returned to Buyer.
8. Inspection Period. Buyer shall have from the execution of this Agreement until 6:00 P.M. CST on May 15, 2025 (the "Inspection Period"), to inspect the Property and determine in its sole and absolute discretion whether the Property is acceptable to Buyer. This includes, but is not limited to, inspection of all encumbrances, legal, physical or otherwise, as well as any easements of record to Buyer's full, personal, absolute satisfaction. In the event Buyer fails to notify Seller in writing during the Inspection Period that his condition has not been satisfied, this condition shall conclusively be deemed for all purposes to have been satisfied and the Property shall be deemed acceptable. In the event Buyer desires financing to complete the purchase of the Property, Buyer shall secure a commitment for such financing within the Inspection Period. If the Property is unacceptable to Buyer or if Buyer is unable to obtain a commitment for financing within the Inspection Period, Buyer shall so inform Seller in writing prior to the expiration of the Inspection Period and this Contract shall be null and void and of no force or effect whatsoever and neither party hereto will have any liability, legal or otherwise arising from this Contract and all Earnest Money shall be promptly returned to Buyer. The Buyer's earnest money deposit of Fifty Thousand (\$50,000.00) Dollars shall be deemed non-refundable if this Contract is not terminated by the Buyer prior to the end of the Inspection Period.
9. Right to Inspect. Buyer may at all times before the closing go upon the Property, with Seller's agent present if desired by Seller, with its own personnel, its agents, and engineers as needed, to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of inspection, engineering, tests and planning for the Property, including, but not limited to a Phase 1 and Phase 2 Environment Site Assessment, if desired by Buyer. This privilege shall include the right to make soil tests, borings, and other tests required to obtain any information necessary to determine subsurface conditions, all of which shall be satisfactory to Buyer for its contemplated use of the Property as determined within the Inspection Period. In its exercise of the privileges granted by this paragraph, Buyer shall substantially restore the Property to its original condition prior to the commencement of engineering work and shall indemnify and hold harmless the Seller from all loss, damage, or expense, including any claims of third parties for damage to person or property, arising from or attributable to Buyer's use of, or activities upon, the Property prior to the closing.
10. Lease, Maintenance Contracts, and Warranties. Buyer's obligations under this Contract are conditioned upon examination during the Inspection Period of any current leases of present tenants and any maintenance or other contracts covering the operation of the Property, if any. Copies of all leases and agreements, if any, shall be provided to Buyer within Five (5) days of mutual execution of this Contract. Unless Seller is otherwise already legally obligated to extend a lease, Seller agrees not to enter into any new leases or extend any existing lease from the date of acceptance of this Contract to date of closing without the express written consent of Buyer which shall not be unreasonably withheld.
11. Seller Representations. Seller hereby agrees and represents that as of the date of this Contract, the following statements are true:
  - (a) Utilities are available at the Property.
  - (b) Seller is lawfully possessed with fee simple title to the Property, subject only to those matters shown in the Title Commitment, has full right to sell it, and this Contract is the duly authorized and binding act of Seller.

- (c) There are no lease option agreements, service contracts, licenses, timber contracts, mineral conveyances, or other contracts which affect the Property, except for any such agreements disclosed pursuant to Item 10 above.
  - (d) The Property has direct access to a public right-of-way.
  - (e) All taxes and assessments constituting a lien upon the Property have been paid in full or shall be paid at or prior to closing, as further referenced in Section 1 herein. Seller has not been notified of any future improvements by any public authority, any part of the costs of which might be assessed against the Property.
  - (f) To the best of Seller's knowledge, there are no laws, ordinances, or restrictions, or any changes contemplated therein, any judicial or administrative actions, any actions by adjacent landowners, any natural or artificial conditions upon the Property, any hazardous materials or conditions at or near the Property, or any other facts of conditions known to Seller which would have an adverse effect upon the Property or its value, or which might delay the immediate development of the Property, which facts of conditions have not been disclosed in writing to Buyer or disclosed by the Title Commitment.
  - (g) To the best of Seller's knowledge, the Property has not been damaged or affected by flood or matter warranted or represented herein related to the Property between the dates hereof and the date of closing.
  - (h) There shall be no material adverse change in the title, physical condition, and/or any other matter warranted or represented herein related to the Property between the date hereof and the date of closing.
  - (i) Except as otherwise set forth in this Agreement the Property is being sold in an "AS IS, WHERE IS" CONDITION as of the date of this Agreement and of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent, attorney, or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Seller makes no post-Closing indemnification hereunder with respect to the condition of the Property, and Buyer hereby releases and indemnifies Seller from and against all conditions relating to the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Further, to the extent that Seller has provided to Buyer information from any inspection, engineering or environmental reports, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology or preparation or otherwise concerning the contents of such reports. Buyer acknowledges that Seller has requested that Buyer inspect the Property fully and carefully and investigate all matters relevant thereto and that Buyer rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by Seller to Buyer.
12. Risk of Loss and Condemnation. All risk of loss of or to the Property in whole or in part shall remain on Seller until transfer of legal title to Buyer at closing. If, before closing, any condemnation proceeding is or has been commenced with respect to the Property or any casualty results in damage to the Property or improvements thereon, buyer shall have the option of either terminating this Contract or of completing the purchase contemplated herein. In the event Buyer elects to terminate the contract, buyer shall be entitled to the return of all Earnest Money, and all parties shall be relieved from any further liability hereunder. If, however, Buyer shall elect to complete this transaction, there shall be no reduction in the Purchase Price and Buyer shall be entitled, in the case of fire or other casualty, to receive from the insurance carrier all insurance proceeds or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. Buyer shall be required to pay or absorb any "deductible" in the event Buyer receives the insurance proceeds. Seller shall execute and deliver to Buyer on the closing hereunder all proper instruments for the assignment and collection of any such proceeds and awards.
13. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of Seller and Buyer. Any rights and obligations under the Contract shall be freely assignable to any other person, firm or corporation by either party, provided the assigning party remains liable in the event of default by the assignee.

14. Entire Contract and Binding Effect. This Contract and its exhibits constitute the entire agreement of the parties and no other statement or representation shall be considered a part of this Contract, or binding upon the parties, unless contained herein or set forth in written agreement executed by Seller and Buyer and made a part hereof. This Contract will not be deemed to be binding on the Buyer until and unless the Fairview Board of Commissioners approves this Contract for Sale of Real Estate by Resolution at a duly called and advertised public meeting. This Contract will be put on the agenda for the Fairview Board of Commissioners for the April 17, 2025 scheduled meeting.
15. Closing Date. This sale will be closed by the title office, at such place and time as mutually agreed, but in no event later than May 30, 2025. Seller will close with Magnolia Title & Escrow, 1104 Fatherland Street, Nashville, TN 37206.
16. Possession. Possession shall pass to Buyer at closing.
17. Broker, Commission, and Responsibility.
- (a) Broker. Seller and Buyer each warrant to the other that they have engaged no brokers in this transaction other than Alliant Commercial Realty Services, LLC ("Seller's Broker") and Seller and Buyer each indemnifies and holds harmless the other party and Broker from any liability (including costs and attorney's fees incurred in the defense thereof) resulting from claims by any other agent or broker claiming by or through such party.
  - (b) Commission. Upon the closing of this transaction, a real estate brokerage commission in the amount of 4.65% of the \$2,150,000.00 Purchase Price shall be paid by Seller to Alliant Commercial Realty Services.
  - (c) Consult Legal Counsel. This is intended to be a legally binding contract. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION CONTEMPLATED HEREIN. The Broker cannot give you legal advice. Seller and Buyer are advised to consult legal and other counsel concerning this transaction.
18. Time Periods. All time periods referred to in this Contract are to be counted in calendar days, not working business days. Any time periods set forth in this Contract which ends on a weekend or national holiday, shall be moved to the next succeeding calendar working day. Mutual execution of this Contract shall, for all purposes, be deemed to be the latest of the dates of execution by Seller or Buyer. Time is of the essence to this Contract and all provisions herein.
19. Notices. Any notice, or other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by prepared first class registered mail, by telegram, mailgram, or by Federal Express or similar express mail service, to the address as follows:
- TO SELLER: Premier Development Partners, LLC  
822 Shadowstone Place  
Nashville, TN 37220  
Email: andrew@premierdp.com
- COPY TO: Alliant Commercial Realty Services  
Attn: David Rosenblum  
284 Seaboard Lane, Suite 115  
Franklin, TN 37067  
Phone: 615-525-7939  
Email: dcrosenblum@alliantcommercial.com
- TO BUYER: City of Fairview, Tennessee  
Attn: Tom Daugherty, City Manager  
7100 City Center Circle  
P.O. Box 69  
Fairview, TN 37062  
Email: tdaugherty@fairview-tn.org
- COPY TO: Patrick M. Carter, Esq.  
809 South Main Street, Suite 100  
Columbia, TN 38401  
Email: pcarter@mtlawgroup.net



The addresses for the purpose of this paragraph may be changed by giving notice as provided herein. Notices shall also be deemed to have been given upon receipt or actual knowledge, by any means, of the information contained in said notice.

20. Default. Should the Buyer default in the performance of this Contract on its part and at the time and in the manner specified, then at Seller's option, the Earnest Money shall be forfeited as liquidated damages; but such forfeiture shall not prevent suit for specific performance of this Contract or general damages. Should the Seller default under the terms and conditions of this Contract, the Earnest Money shall immediately be returned to Buyer, and Buyer may, as its option, bring an action to require specific performance of this Contract or to seek damages or both. The defaulting party shall be responsible for payment to the Broker of the real estate brokerage commission set forth herein.

In the event of any legal action to interpret or enforce the terms or conditions of this Contract, the prevailing party shall be entitled to recover from the other all costs and expenses incurred thereby including reasonable attorney's fees, expert's fees, costs of depositions, etc. Any action to interpret or enforce this Contract shall be maintained only in a court having a venue in Nashville, Tennessee, and shall be governed by Tennessee law.

21. Costs. The costs of the transaction contemplated herein will be borne as follows:
- |   |   |
|---|---|
| <b>Seller's Costs.</b> The Seller will pay the following: | <b>Buyer's Costs.</b> The Buyer will pay the following: |
| (i) the Seller's attorney's fees.                         | (i) the Buyer's attorney's fees                         |
| (ii) Real Estate Commissions                              | (ii) Owner's Title Policy or endorsements               |
|   | (iii) Transfer Taxes                                    |
|   | (iv) Recording Fees                                     |

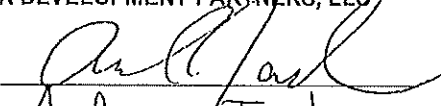
22. Offer. Until fully executed by all parties, this writing shall be construed to be an offer to sell or purchase. Unless extended in writing, this offer shall expire at 5:00 P.M. CST on April 18, 2025.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set out below.

SELLER:

PREMIER DEVELOPMENT PARTNERS, LLC

By:   
Name: Andrew Jacobson  
Its: Managing Member  
Date: 3/28/2025

BUYER:

CITY OF FAIRVIEW, TENNESSEE

By: \_\_\_\_\_  
Name: LISA ANDERSON  
Its: Mayor  
Date: \_\_\_\_\_