

**RESOLUTION 63-23**

**A RESOLUTION OF THE CITY OF FAIRVIEW, BOARD OF COMMISSIONERS  
ACCEPTING THE PLAYGROUND ENTRANCE SIGN DESIGN AND AUTHORIZING  
THIS WORK.**

**WHEREAS**, pursuant to Resolution 32-23 passed on May 18, 2023, the City of Fairview Parks and Landscape Board was assigned the task of designing the Bowie Park Treehouse Playground Entrance Sign; and

**WHEREAS**, the City of Fairview Parks and Landscape Board members have completed this design; and

**WHEREAS**, the City of Fairview Board of Commissioners must accept and approve this design and authorize the completion of this project.

**NOW, THEREFORE BE IT RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, hereby accepts and approves the Bowie Park Treehouse Playground Entrance Sign design and authorizes this work.

Approved and adopted this **19<sup>th</sup>** day of **October, 2023**.

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**RESOLUTION 64-23**

**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.**

**(7114 ELROD ROAD, 6.21 ACRES, MAP 021, PARCEL 022.08)**

**Tax Map 021, Parcel 022.08**

**6.21 Acres**

**7114 Elrod Road**

**Requested Zoning: RS-40**

**Owner: Tammy J. Hyler and Jeffrey Pape**

**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 November 16, 2023, at Fairview City Hall on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE FIRST CIVIL DISTRICT, COUNTY OF WILLIAMSON, STATE OF TENNESSEE, BEING KNOWN AND DESIGNATED AS FOLLOWS:

BEING A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, BEING KNOWN AS TRACT 9, AND BEING BOUNDED ON THE WEST BY TRACT 8 OF THIS DIVISION, SOUTH BY CLYDE HUGHES, OF RECORD IN DEED BOOK 82, PAGE 247, FROM WHOSE PROPERTY THIS TRACT IS TAKEN (TRACTS 3, 4 AND 5), EAST BY AND NORTH BY JAMES H. ELROD OF RECORD IN DEED BOOK 237, PAGE 661, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE LINE OF TRACT 5 OF THIS DIVISION, THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH TRACT B OF THIS DIVISION NORTH 33 DEG. 59' EAST 623.69 FEET TO AN IRON PIN; THENCE WITH JAMES H. ELROD OF RECORD IN DEED BOOK 237, PAGE 661, SOUTH 43 DEG. 39' EAST 297.43 FEET TO AN IRON PIN; THENCE WITH SAME SOUTH 80 DEG.05' EAST 139.85 FEET TO A CORNER POST; THENCE WITH SAME SOUTH 3 DEG 47' WEST 323.22 FEET TO AN IRON PIN; THENCE WITH TRACT 3 OF THIS DIVISION SOUTH 52 DEG.53' WEST 200 FEET TO AN IRON PIN; THENCE WITH TRACTS 4 AND 5 OF THIS DIVISION NORTH 72 DEG. 04' WEST 563.93 FEET TO THE BEGINNING, BY SURVEY OF W.A. RICHARDSON, JR. (RLS 8699), JUNE 13, 1990.

BEING THE SAME PROPERTY CONVEYED FROM KEVIN HAYNIE TO TAMMY HYLER-HAYNIE

ASSESSOR'S PARCEL NO: 021 022.08

PROPERTY COMMONLY KNOWN AS: 7114 ELRED ROAD, FAIRVIEW, TN 37062

- 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 Main Street Fairview, 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:

### **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 may 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 may 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.**

Any private, domestic, commercial, and industrial water sources shall be maintained by the landowner and shall be constructed to meet the terms and standards for Williamson County and the State of Tennessee.

**Sanitary Sewers**

Sanitary Sewer Service may 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.**

Where Sanitary Sewer Service is not provided, an individual sewer 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**

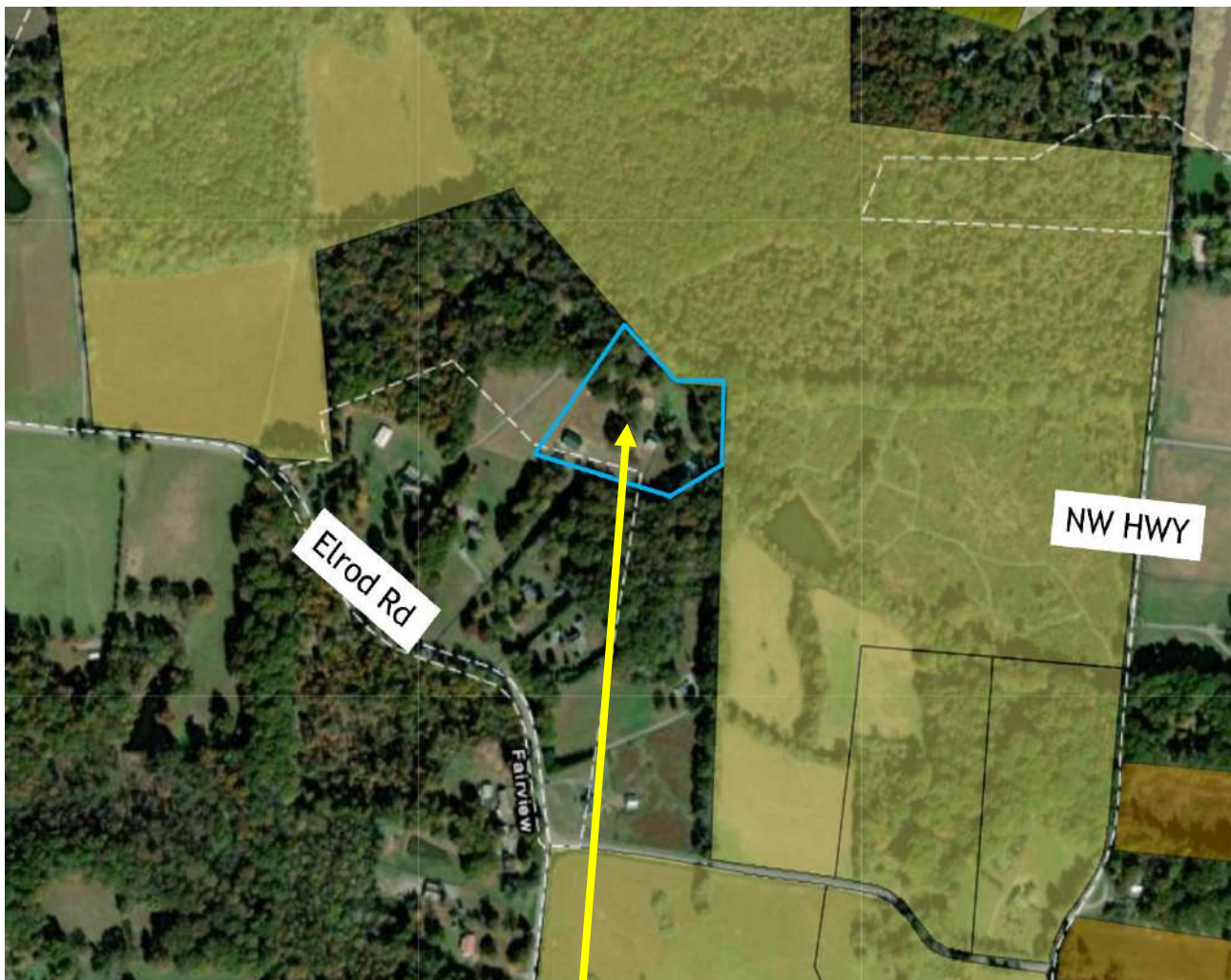
Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

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

Aye 8, Nay 0, Not voting 1(absent).

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:**  
7114 ELROD ROAD  
MAP 021 PARCEL 022.08  
6.21 ACRES  
PROPERTY OWNERS: TAMMY J. HYLER  
AND JEFFREY PAPE

**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 **19<sup>th</sup>** day of **October, 2023**.

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

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**RESOLUTION 65-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR ELEVATE GYMNASTICS AND CHEER FACILITY**

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

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

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for Elevate Gymnastics and Cheer Facility.

Passed and adopted this the **19<sup>th</sup>** day of **October, 2023**.

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

ATTEST:

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

LEGAL FORM APPROVED:

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



**SITE DEVELOPMENT AGREEMENT**  
FOR  
ELEVATE GYMASTICS AND CHEER FACILITY  
7107 ADAMS DRIVE, FAIRVIEW, TN 37062  
MAP 042G AND PARCEL 00400

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 19<sup>th</sup> day of October 2023, by and between **THE CITY OF FAIRVIEW**, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and NANCY DONEGAN, (hereinafter called the "DEVELOPER").

**WITNESSETH:**

**WHEREAS**, the DEVELOPER desires to develop the property described as ELEVATE GYMASTICS AND CHEER FACILITY consisting of ONE BUILDING (hereinafter called the "PROJECT"); and

**WHEREAS**, the site plan of the PROJECT has the approval of the Fairview Municipal Board of Commissioners (hereinafter called the Board of Commissioners) on the 15<sup>th</sup> day of December, 2022 as Resolution No. 42-22. A resolution of the board of commissioners of City of Fairview, Tennessee to hear an appeal of the Planning Commission's decision of the City of Fairview, Tennessee, approving the site plan for Elevate Gymnastics and Cheer. (MAP: 042 G A, PARCEL: 004.00 PROPERTY OWNER: Nancy Donegan).

**WHEREAS**, the project shall require a **site reclamation bond** in the amount of **\$233,249 (TWO HUNDRED AND THIRTY THREE THOUSAND AND TWO HUNDRED AND FORTY NINE)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

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

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

**I. GENERAL CONDITIONS**

A. Construction Costs

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

B. Inspection

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

C. Right of Entry

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

D. Fees Not Refundable

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

E. City Ordinances, Rules and Regulations

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

F. Agreement Not Assignable

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

G. Revocation and Interpretation

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

H. No Oral Agreement

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

I. Separability

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

J. Transferability

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

**II. TREE PROTECTION MEASURES**

A. Tree Protection Plan Required

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

B. Protective Measures Required

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

C. Development Activities Prohibited

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

**III. DESIGN AND APPROVAL**

A. Contents of Plans

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

B. Preparation of Plans

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

C. Design Criteria

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

**IV. COMMENCEMENT OF CONSTRUCTION**

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

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

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

**V. CONSTRUCTION**

A. General

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

B. Utilities

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

C. Site Grading

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

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

D. Storm Water Management

1. Erosion Control During Construction

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

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

2. Design to Manage Flow

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

3. Design of Flow Management Structures

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

4. Detention and Retention Facilities

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

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

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

2. Paving

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

3. Handicapped Access

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

**VI. MODIFICATIONS DURING CONSTRUCTION**

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

**VII. INSPECTION AND COMPLIANCE**

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

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



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

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

**VIII. EASEMENTS**

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

**IX. VIOLATIONS and REMIDIES**

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

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

**X. BINDING EFFECT**

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

## ADDENDUM

### Guaranty Agreement

#### SECTION 1

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

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

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

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

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

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

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

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

## **SECTION 2.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nancy Donegan  
OWNER/ Guarantor

Nancy Donegan  
DEVELOPER/ Guarantor

Individual  
TITLE

Individual  
TITLE

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

CITY OF FAIRVIEW  
(COUNTY OF WILLIAMSON), TENNESSEE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DATE

**RESOLUTION 66-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR WEST WAY APARTMENTS UNIT II**

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

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

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for West Way Apartments Unit II.

Passed and adopted this the **19<sup>th</sup>** day of **October, 2023**.

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**SITE DEVELOPMENT AGREEMENT  
FOR  
WEST WAY APARTMENTS UNIT II  
7202 PEEK CT, FAIRVIEW, TN 37062  
MAP 47 AND PARCEL 24.04**

This SITE DEVELOPMENT AGREEMENT is made and entered into on **this 19<sup>th</sup> day of October 2023**, by and between **THE CITY OF FAIRVIEW**, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and the **WEST WAY APARTMENTS PHASE II, LP**, (hereinafter called the "DEVELOPER").

**WITNESSETH:**

**WHEREAS**, the DEVELOPER desires to develop the property described as **WEST WAY APARTMENTS UNIT II consisting of eighty (80) units distributed among five (5) buildings** (hereinafter called the "PROJECT"); and

**WHEREAS**, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the **14<sup>th</sup> day of February, 2023 as Resolution PC 06-23**, pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

**WHEREAS**, the project shall require a **site reclamation bond** in the amount of **\$440,235.00 (FOUR HUNDRED AND FORTY THOUSAND AND TWO HUNDRED AND THIRTY FIVE DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

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

**IN FURTHER CONSIDERATION** of the premises and mutual covenants of the parties herein contained, the parties agree as follows:

**I. GENERAL CONDITIONS**

A. Construction Costs

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

B. Inspection

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

C. Right of Entry

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

D. Fees Not Refundable

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

E. City Ordinances, Rules and Regulations

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

F. Agreement Not Assignable

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

G. Revocation and Interpretation

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



H. No Oral Agreement

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

I. Separability

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

J. Transferability

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

**II. TREE PROTECTION MEASURES**

A. Tree Protection Plan Required

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

B. Protective Measures Required

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

C. Development Activities Prohibited

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

**III. DESIGN AND APPROVAL**

A. Contents of Plans

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

B. Preparation of Plans

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

C. Design Criteria

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

**IV. COMMENCEMENT OF CONSTRUCTION**

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

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

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

**V. CONSTRUCTION**

A. General

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

B. Utilities

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

C. Site Grading

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

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

D. Storm Water Management

1. Erosion Control During Construction

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

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

2. Design to Manage Flow

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

3. Design of Flow Management Structures

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

4. Detention and Retention Facilities

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

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

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

2. Paving

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

3. Handicapped Access

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

**VI. MODIFICATIONS DURING CONSTRUCTION**

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

**VII. INSPECTION AND COMPLIANCE**

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

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

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

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

**VIII. EASEMENTS**

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

**IX. VIOLATIONS and REMIDIES**

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

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

**X. BINDING EFFECT**

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

## ADDENDUM

### Guaranty Agreement

#### SECTION 1

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

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

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

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

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



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

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

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

## **SECTION 2.**

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

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

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

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

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

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

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

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

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

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


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

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

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

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

  
\_\_\_\_\_  
OWNER/ Guarantor  
  
President of GP  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
DEVELOPER/ Guarantor  
  
Executive Director  
\_\_\_\_\_  
TITLE

ATTEST:

  
\_\_\_\_\_  
  
Development  
\_\_\_\_\_  
TITLE

ATTEST:

  
\_\_\_\_\_  
  
Development  
\_\_\_\_\_  
TITLE

CITY OF FAIRVIEW  
(COUNTY OF WILLIAMSON), TENNESSEE

BY: \_\_\_\_\_  
MAYOR DATE

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY DATE

**RESOLUTION 67-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING PIEDMONT NATURAL GAS COMPANY TO PERFORM OPEN-CUT EXCAVATION ALONG NORTHWEST HIGHWAY**

**WHEREAS**, Piedmont Natural Gas provides natural gas service to the City of Fairview; and

**WHEREAS**, Piedmont Natural Gas has requested to install a gas main to serve properties within the area of Northwest Highway; and

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

**WHEREAS**, the location documents are attached as EXHIBIT A.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize Piedmont Natural Gas to perform open-cut excavation along Northwest Highway beginning at the intersection of Donald Wilson Drive and ending at the intersection of Northwest Highway and Dice Lampley Road.

Passed and adopted this the **19<sup>th</sup>** day of **October, 2023**.

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

ATTEST:

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

LEGAL FORM APPROVED:

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

# Piedmont Natural Gas

## Nashville Resource Center

PROPOSAL  
DATE: 11/03/21

Proj #: 41791430

Drawing By: H. Abdelghafar

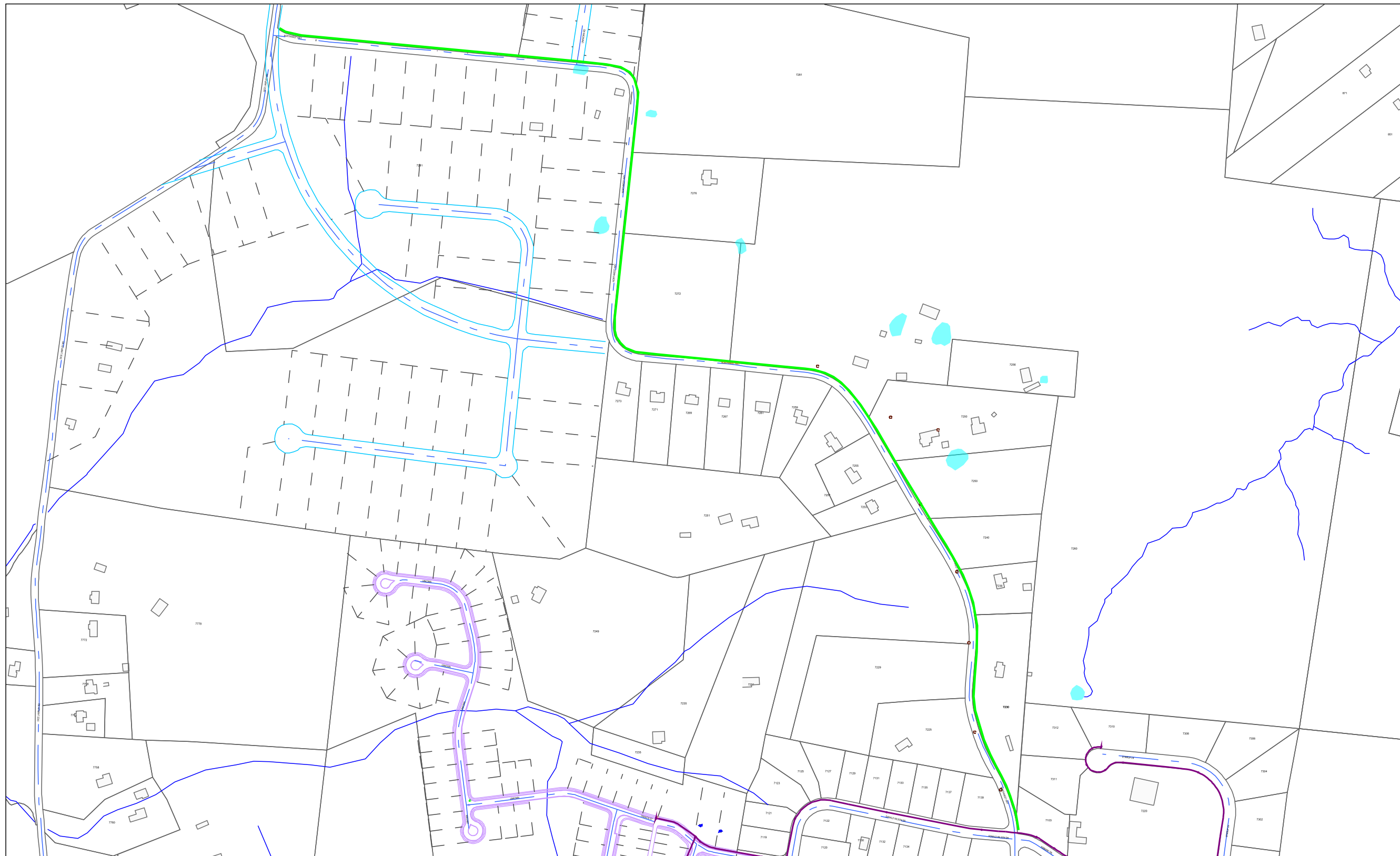
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Map Grid: 172323C

Estimate #:

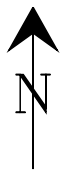
Prepared By: V. Cordell

Welder/Fuser ID#:



### Legend

- Main, Existing Dist Pressure Route
- Main, Existing High High Pressure Route
- Main, Proposed Dist Pressure Route
- Service, Existing High High Pressure Route - Unknown
- High Volume Tee, Existing Location
- Valve, Existing Location - Open
- Cap, Existing Location
- Coupling, Existing Location
- Tee, Existing Location
- Tee, Proposed Location
- Service Riser, Existing Location
- Locate Marker, Existing Location - Tracer Wire Ends



### Woodwick Cove Fairview

Proposed Install 5,519' of 4" MDPE Main

Fairview, Williamson County, TN

1":417'

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# Piedmont Natural Gas

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Drawing By: H. Abdelghafar

Crew Leader ID#:

Map Grid: 172323C

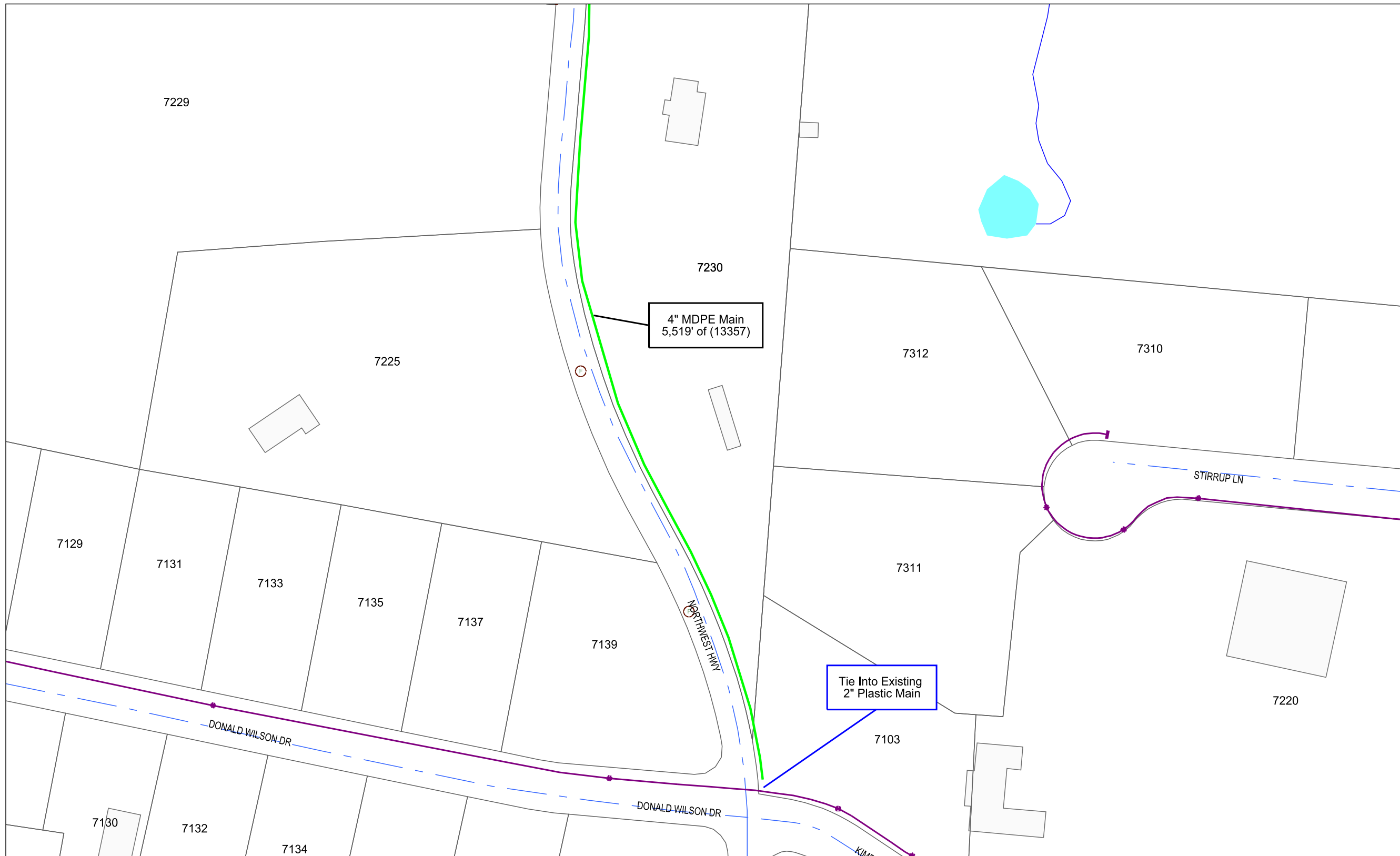
Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:

### Legend

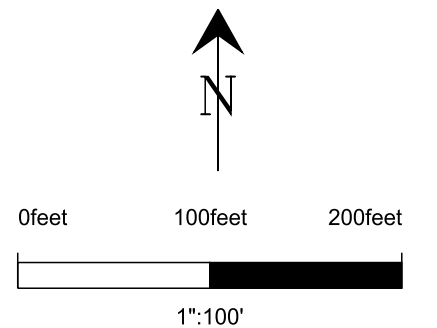
- Main.Existing Dist Pressure Route
- Main.Proposed Dist Pressure Route
- Valve.Existing Location - Open
- Cap.Existing Location
- Coupling.Existing Location



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Proposed Install 5,519' of 4" MDPE Main

Fairview, Williamson County, TN



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# Piedmont Natural Gas

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DATE: 11/03/21

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Drawing By: H. Abdelghafar  
Crew Leader ID#:  
Map Grid: 172323C

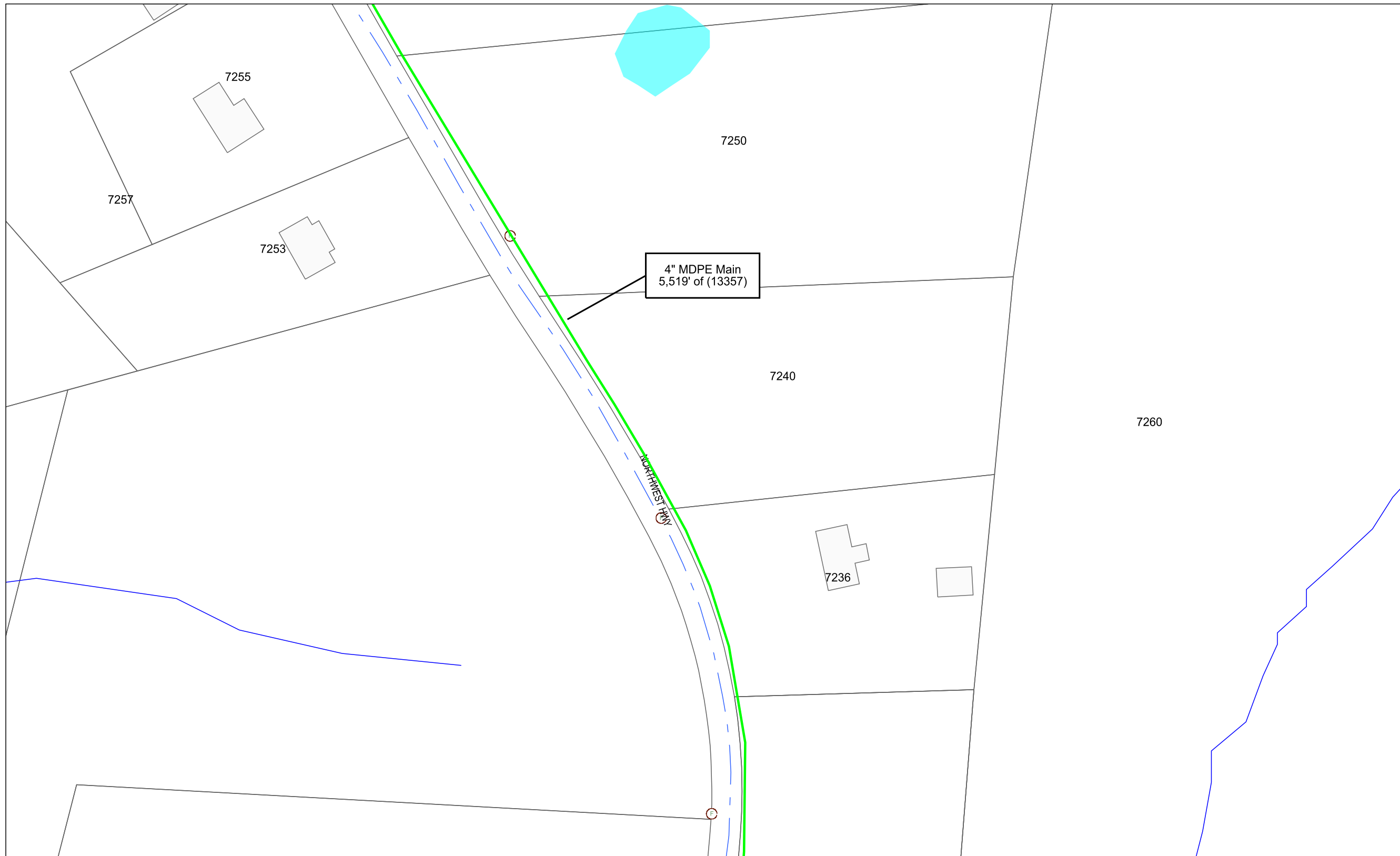
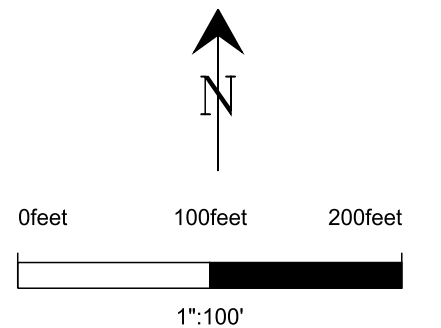
Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:

### Legend

- Main.Existing Dist Pressure Route
- Main.Proposed Dist Pressure Route



### Woodwick Cove Fairview

Proposed Install 5,519' of 4" MDPE Main

Fairview, Williamson County, TN

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# Piedmont Natural Gas

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Drawing By: H. Abdelghafar

Crew Leader ID#:

Map Grid: 172323C

Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:



### Legend

- Main.Existing Dist Pressure Route
- Main.Existing High High Pressure Route
- Main.Proposed Dist Pressure Route



0feet 100feet 200feet



1":100'

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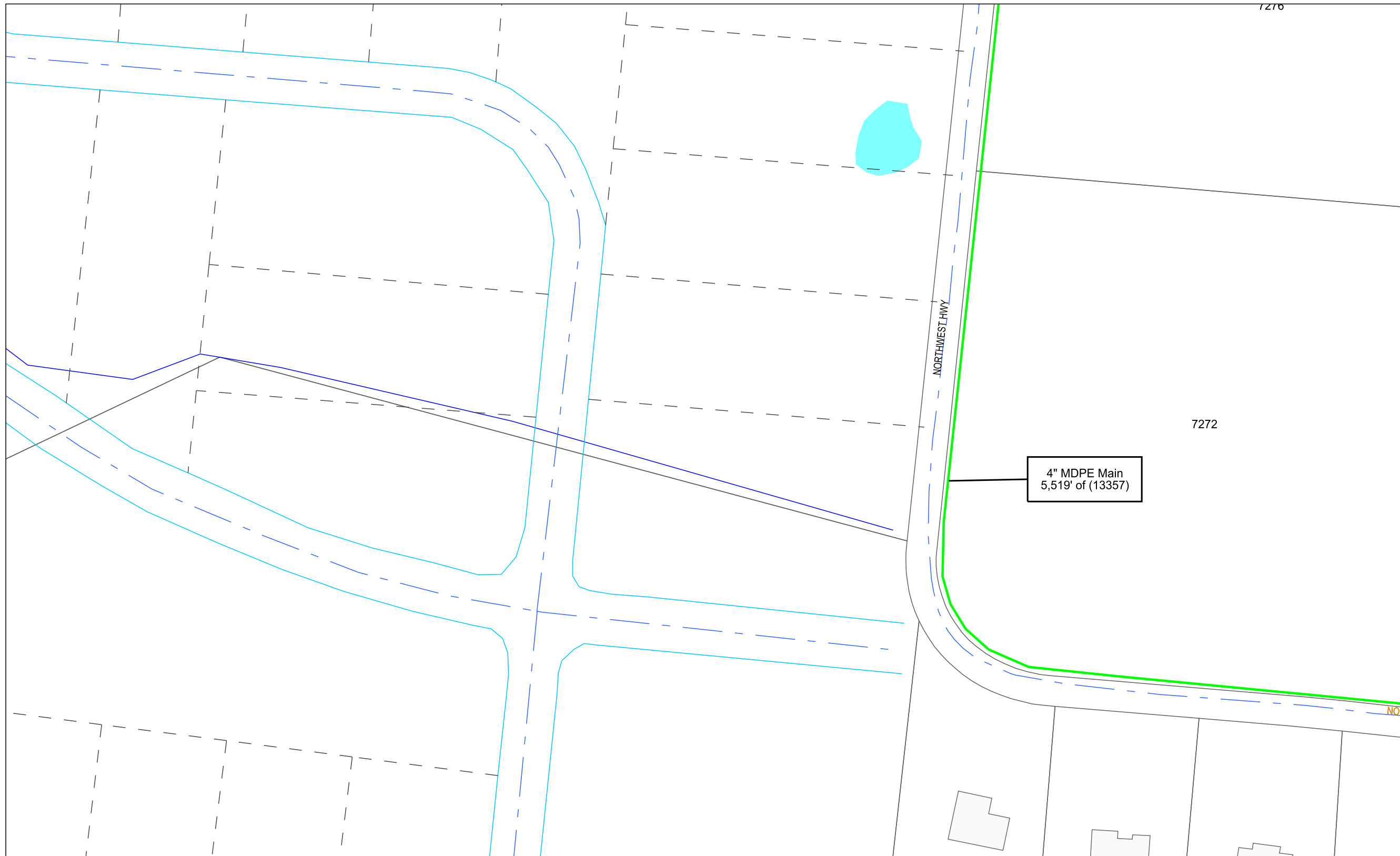
Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:

### Legend

- Main.Existing Dist Pressure Route
- Main.Proposed Dist Pressure Route

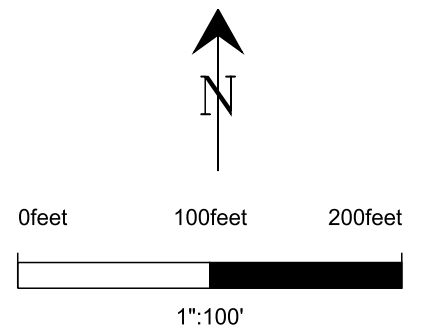


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# Piedmont Natural Gas

Nashville  
Resource Center

PROPOSAL  
DATE: 11/03/21

Proj #: 41791430  
Drawing By: H. Abdelghafar  
Crew Leader ID#:  
Map Grid: 172323C

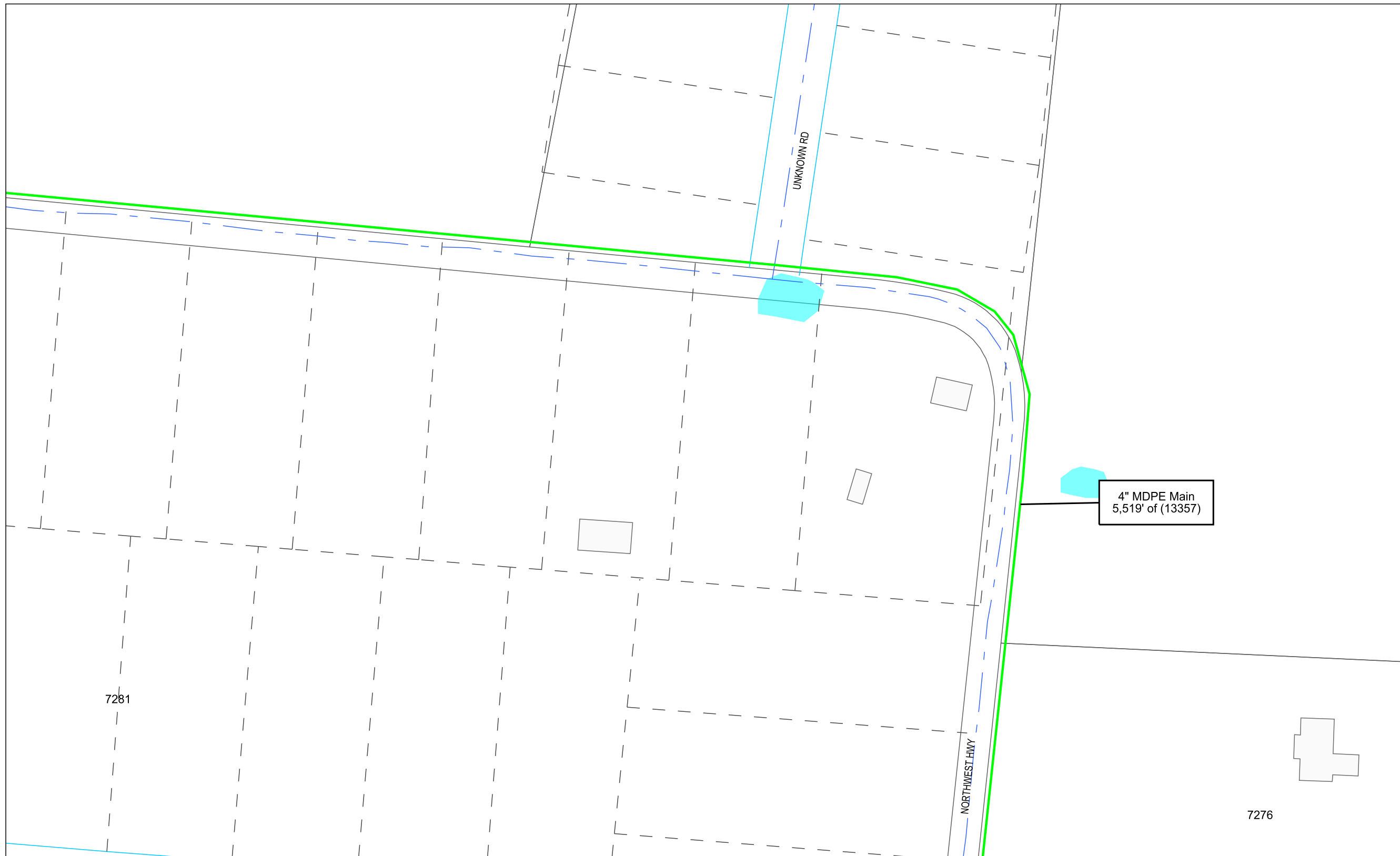
Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:

## Legend

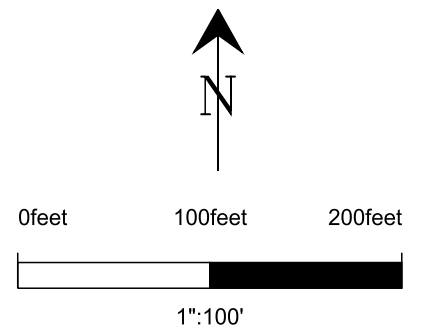
- Main.Existing Dist Pressure Route
- Main.Proposed Dist Pressure Route



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Proposed Install 5,519' of 4" MDPE Main

Fairview, Williamson County, TN



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# Piedmont Natural Gas

## Nashville Resource Center

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Proj #: 41791430

Drawing By: H. Abdelghafar

Crew Leader ID#:

Map Grid: 172323C

Estimate #:

Prepared By: V. Cordell

Welder/Fuser ID#:

### Legend

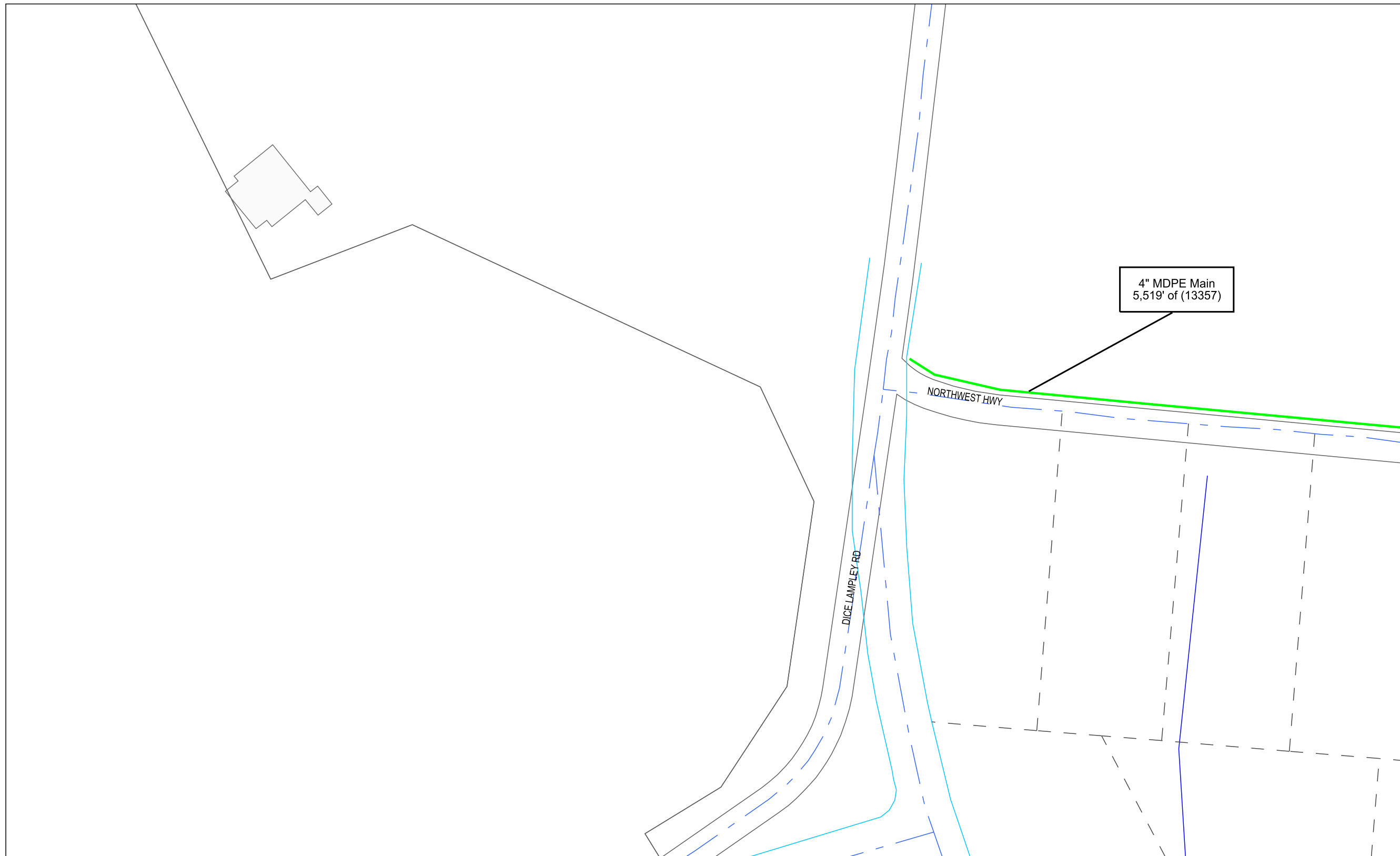
- Main.Existing Dist Pressure Route
- Main.Proposed Dist Pressure Route



0feet 100feet 200feet



1":100'

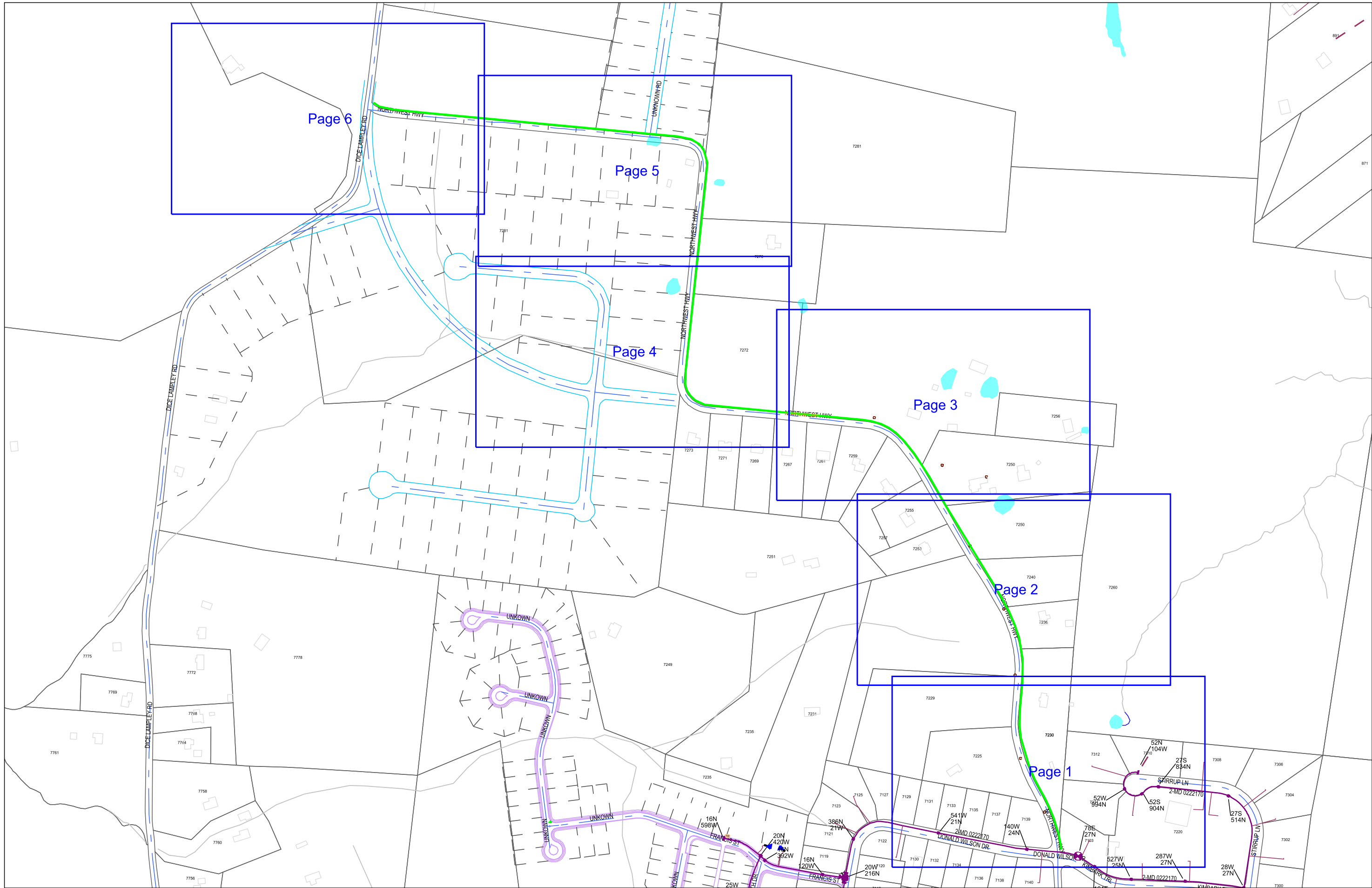


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Fairview, Williamson County, TN

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Page 1

DICE LAMPLEY RD

NORTHWEST HWY

UNKNOWN

NORTHWEST HWY

NORTHWEST HWY

NORTHWEST HWY

UNKNOWN

UNKNOWN

UNKNOWN

UNKNOWN

UNKNOWN

FRANCIS ST

20N 420W

392W

16N 598W

386N 21W

541W 21N

140W 24N

20W 216N

20W 216N

20W 216N

20W 216N

20W 216N

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DONALD WILSON DR

52N 104W

27S 834N

52S 904N

27S 514N

28W 27N

28W 27N

28W 27N

STIRRUP LN

STIRRUP LN

STIRRUP LN

STIRRUP LN

STIRRUP LN

STIRRUP LN

STIRRUP LN

52W 994N

52S 904N

52S 904N

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52S 904N

52S 904N

52S 904N

78S 27N

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