RESOLUTION 79-23

A RESOLUTION AUTHORIZING THE CITY OF FAIRVIEW FIRE DEPARTMENT TO PARTICIPATE IN THE JAMES L. RICHARDSON "DRIVER TRAINING" MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the City of Fairview is of the greatest importance; and

WHERAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Fairview employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Driver Training" Matching Grant Program; and

WHEREAS, the City of Fairview now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Fairview, Tennessee, the following:

SECTION 1. That the City of Fairview is hereby authorized to submit application for a "*Driver Training" Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Fairview is further authorized to <u>provide a matching sum</u> to serve as a match for any monies provided by this grant.

Passed and adopted this 21st day of December, 2023.

	Lisa Anderson, Mayor
ATTEST:	
Rachel Jones, City Recorder	
LEGAL FORM APPROVED:	
Patrick M. Carter, City Attorney	

RESOLUTION 80-23

A RESOLUTION AUTHORIZING THE CITY OF FAIRVIEW POLICE DEPARTMENT TO AWARD OFFICERS THEIR BADGE AND SERVICE WEAPON UPON RETIREMENT

WHEREAS, it is the desire of the Fairview Police Department and City of Fairview Board of Commissioners to recognize and honor police officers; and

WHEREAS, for many police officers, their badge and service weapon have special meaning and significance; and

WHEREAS, the Fairview Police Department shall upon honorable retirement of a peace officer after ten (10) or more years of full-time service with the City of Fairview Police Department, or after being permanently disabled in the line of duty while serving the City of Fairview, authorize the conveyance of that officer's department duty weapon and badge to the retiring or disable officer. If an officer of the Fairview Police Department shall suffer a line of duty death the service weapon and badge will be awarded to an eligible surviving spouse; and

WHEREAS, since such equipment has economic value to the city, its gift to an individual should be authorized by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of Fairview, Tennessee, as follows: The City of Fairview Police Department shall award the service weapon and badge to officers retiring in good standing with at least ten (10) years of service with the City of Fairview and to officers disabled in the line of duty while serving the City of Fairview. Any officer suffering a line of duty death will have their weapon and badge awarded to an eligible surviving spouse.

Passed and Adopted this 21st day of December, 2023.

	Lisa Anderson, Mayor
ATTEST:	
Rachel Jones, City Recorder	
LEGAL FORM APPROVED:	
Patrick M. Carter, City Attorney	

ORDINANCE 2023-11

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 4.35 ACRES OF PROPERTY LOCATED AT 621 HWY 96, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022P GROUP B, PARCEL 007.00, COMMERCIAL GENERAL (CG) TO RM-8 MULTI-FAMILY RESIDENTIAL, PROPERTY OWNER: SM COMMERCIAL, LLC.

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 4.35 Acres of property consisting of Williamson County Tax Map 022P Group B, Parcel 007.00, located at 621 Hwy 96, from Commercial General (CG) to RM-8 Multi-Family Residential, Property Owner: SM Commercial, LLC; and

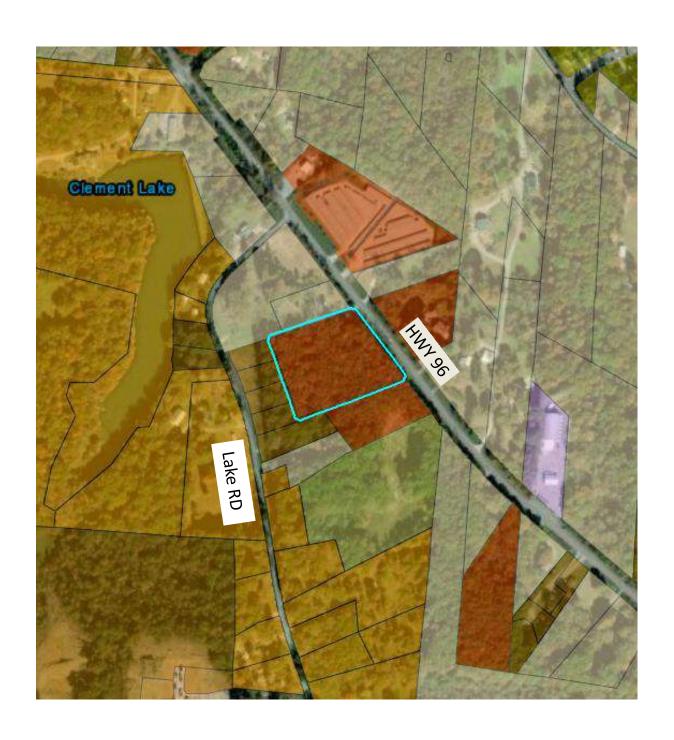
WHEREAS, said property to be rezoned from Commercial General (CG) to RM-8 (Multi-Family Residential) is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on November 14, 2023, 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 4.35 Acres of property consisting of Williamson County Tax Map 022P Group B, Parcel 007.00, located at 621 Hwy 96, from Commercial General (GM) to RM-8 Multi-Family Residential, as requested by owner SM Commercial, LLC 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:		
A TEXTS CITY	Lisa Anderson, Mayor	
ATTEST:		
Rachel Jones, City Recorder		
LEGAL FORM APPROVED:		
Patrick M. Carter, City Attorney		
Passed 1st Reading:		
Public Hearing:		
Passed 2 nd Reading:		
Published for public notice on:		
In: Main Street Fairview Newspaper		

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE TO INCREASE THE COMPETITIVE BID REQUIRMENT TO \$25,000

WHEREAS, Tennessee Code Annotated. Title 6, Chapter 56, Part 3 Municipal Purchasing Law of 1983 authorizes municipalities to establish competitive bidding thresholds; and

WHEREAS, Tennessee Code Annotated authorizes municipalities established under a city manager – commission charter to set by ordinance a minimum bid threshold not to exceed twenty-five thousand dollars (\$25,000); and

WHEREAS, Tennessee Code Annotated §12-3-1212 increases the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount of twenty-five thousand dollars (\$25,000) for nonemergency, nonproprietary purchases in municipalities that have non-centralized purchasing authority; and

WHEREAS, Tennessee Code Annotated §12-3-1212 requires at least three (3) written quotations be required whenever possible for purchases costing less than the bid threshold established for public advertisement and sealed competitive bids or proposals but more than forty percent (40%) of such bid threshold or some lower amount as may be established by the governing body in the ordinance; and

WHEREAS, the City of Fairview recognizes the need to increase the competitive bidding threshold to \$25,000.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS, that the following is hereby adopted:

- 1. AMEND Title 5, Chapter 1, Section 5-101 of the City of Fairview's municipal code as follows:
- **5-101.** Restrictions on expenditures by city manager. The city manager is hereby authorized to expend a maximum amount of twenty-five thousand dollars (\$25,000) for materials, supplies, and equipment for the proper conduct of the city's business without the specific authorization of the board of commissioners.

Any expenditure by the city manager in excess of twenty-five thousand dollars (\$25,000) in any one single transaction shall only be made upon the specific authorization of the board of commissioners.

2. AMEND Title 5, Chapter 1, Section 5-104 of the City of Fairview's municipal code as follows:

5-104. Competitive bidding; when required; procedure.

- (1) No purchase or contract shall be executed on behalf of the City of Fairview, Tennessee, wherein the aggregate amount of the purchase or contract exceeds twenty-five thousand dollars (\$25,000), except upon advertisement for bids.
- (2) Notwithstanding the provisions of § 5-104(1), advertisement for bids shall not be required when the purchase or contract to be executed on behalf of the City of Fairview, Tennessee (regardless of the amount of the contract) is exempt or may be exempt from the requirement for bids under the following statutes of the State of Tennessee.
 - a) Tenn. Code Ann. § 6-19-104 and its successors.
 - b) Tenn. Code Ann. § 6-56-302 and its successors.
 - c) Tenn. Code Ann. § 6-56-304 and its successors.
 - d) Tenn. Code Ann. § 12-3-1212 and its successors.
- (3) At least three (3) written quotations are required when possible, for purchases costing less than the bid threshold established under subsection 5-104(1), but more than ten thousand dollars (\$10,000).
- (4) The advertisement for bids shall be published in a newspaper of general circulation in the City of Fairview, Tennessee. It shall set forth the nature of the purchase or contract, the location of the plans and specifications, if any, and the date, time, and place the bids will be received and opened.
- (5) The purchase shall be made from, or the contract shall be awarded to, the lowest and best bidder; provided that the city commission, for good cause shown, may reject any and all bids.

This ordinance shall become effective upon final passage, the public welfare requiring it.

Approved by the Board of Commissioners:	
	Lisa Anderson, Mayor
ATTEST:	
Rachel Jones, City Recorder	
LEGAL FORM APPROVED:	
Patrick M. Carter, City Attorney	
Passed 1 st Reading:	
<u> </u>	
Passed 2 nd Reading:	
1 45504 2 110441115.	

RESOLUTION 81-23

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

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 preconstruction 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 Cedarcrest Subdivision.

Passed and adopted this the 21st day of December, 2023.

	Lisa Anderson, Mayor
ATTEST:	
Rachel Jones, City Recorder	
LEGAL FORM APPROVED:	
Patrick M. Carter, City Attorney	

SUBDIVISION DEVELOPMENT AGREEMENT FOR CEDARCREST SUBDIVISION 0 FAIRVIEW BOULEVARD MAP 042, PARCEL 125.00

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 21st day of DECEMBER 2023, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and <u>CEDARCREST TN. LP</u>, the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as <u>CEDARCREST SUBDIVISION</u>, consisting of 30 TOWNHOME BUILDINGS CONSISTING OF 137 UNITS. LOT NUMBERS 1 TO 137.

(hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the 13th day of SEPTEMBER, 2022, as Resolution PC 57-22, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for CEDARCREST SUBDIVISION in the amount of \$2,032,294 (TWO MILLION, ONE HUNDRED AND THIRTY TWO THOUSAND, TWO HUNDRED AND NINETY FOUR DOLLARS) in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of \$4,410,132 (FOUR MILLION, FOUR HUNDRED AND TEN THOUSAND, ONE HUNDRED AND THIRTY TWO DOLLARS) in accordance with the approved Development Plan of the PROJECT at the time this agreement is signed; and

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

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

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

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct, in accordance

with the approved plans and the Zoning Ordinance and other rules, regulations, and ordinances of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost; and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements as determined in the Development Plan of the PROJECT, subject to the City of Fairview Board of Commissioners approval by resolution, and subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the City of Fairview and the State of Tennessee,

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

A1 General Conditions

A1.1 Construction Costs

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

A1.2 City Ordinances, Rules and Regulations

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

A1.3 Fees

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

A1.4 Inspection

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

A1.5 Right of Entry

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

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further

agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

A1.7 Stormwater Maintenance Agreement

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

A1.8 Attorney Fees and Other Expenses

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

A1.9 Agreement Not Assignable

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

A1.10 Revocation and Interpretation

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

A1.11 No Oral Agreement

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

A1.12 Separability

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

A1.13 Transferability

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

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

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

A1.16 Entire Agreement

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

A1.17 Headings

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

A2 Performance Surety

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

A3 Construction

A3.1 Construction Plans

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

of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

A3.2 Commencement of Construction

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

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

A3.3 Site Grading

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

A3.4 Stormwater Management Systems

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

A3.5 Street Construction

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

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the

CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance

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

A3.8 Testing

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

A3.9 Scrap Removal

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

A4 Acceptance of Improvements

A4.1 Completion of Improvements

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

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

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

A4.3 Acceptance of Facilities

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

A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

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

Down was	
OWNER/ Guarantor	DEVELOPER/ Guarantor
Manager	
TITLE	TITLE
ATTEST:	ATTEST:
Curta Reullie	
City Consultant Engineer	
TITLE	TITLE
CITY OF FAIRVIEW	
(COUNTY OF WILLIAMSON), TENNESSEE	
BY:	
MAYOR	DATE
APPROVED AS TO FORM:	
ВУ:	
CITY ATTORNEY	DATE