

EXHIBIT "A"

This Instrument Prepared By:
Hartzog, Silva & Davies
Attorneys at Law
Heritage Federal Building
Franklin, Tennessee 37064

LAST WILL AND TESTAMENT

OF

EVANGELINE BOWIE

I, EVANGELINE BOWIE, domiciled in Fairview, Williamson County, Tennessee, do make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils heretobefore made by me.

I.

I direct that all of my just debts, my funeral expenses, unpaid charitable pledges, and the cost of administration of my estate be paid as soon as practicable after my death.

II.

I direct that there shall be paid out of my residuary estate, without apportionment, all estate, inheritance, succession and other taxes assessed by reason of my death, imposed by the government of the United States, or any state or territory thereof.

III.

I direct that all the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this Will, shall be transferred to the CITY OF FAIRVIEW, Tennessee, a Tennessee municipal corporation. I direct that said transfer shall be unrestricted. Prior to the execution of this instrument, I have transferred certain real estate owned by me to the CITY OF

Will of Evangeline Bowie

Page No. -1-

E. B.

FAIRVIEW to be maintained as wildlife sanctuary and/or public park facility. As an expression of preference, it is my desire the the property transferred herein be utilized by the CITY OF FAIRVIEW for the purpose of establishing and maintaining the property heretofore transferred.

IV.

I appoint my good friend, James Jordan, to serve as Executor of this my Last Will and Testament, and I direct that no bond be required of him for the faithful performance of his duties in said capacity.

V.

I direct that my personal attorney, MARK HARTZOG, be engaged by the representative of my estate for the purpose of handling all legal matters relative to the probate and administration of my estate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and one (1) preceding typewritten page, and for the purpose of identification I have initialed each such page, all in the presence of the persons witnessing it at my request on this 14th day of March, 1989.

Evangeline Bowie
Evangeline Bowie
Testatrix

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

KATHLEEN DAUPHEAUX and Billy Joe Harrison,
being first duly sworn, do jointly and severally make oath as follows: That the foregoing instrument was signed, published and declared by the above named Testatrix, as and for her Last Will and Testament, in our sight and presence, who signified to us the

Will of Evangeline Bowie

Page No. -2-

E.B

attesting witnesses, that the foregoing instrument was her Last Will and Testament; and we have hereunto affixed our signatures, as attesting witnesses, at her request, in her sight and presence, and in the sight and presence of each other, and we further depose that at the said place and time the Testatrix was of sound mind and disposing memory and signed the said Will as her free and voluntary act.

Kathleen Daugherty
Witness

Billy Joe Harrison
Witness

Sworn to and subscribed before me on this the 14th
day of MARCH, 1979.

My Commission Expires:
5-17-80

[Signature]
Notary Public

Will of Evangelina Bowie

Page No. -3-

EB

EXHIBIT "B"

Heidi Bowie

MAP 42 PARCEL 168
 MAP 46 PARCEL 76
 MAP 42 PARCEL 167
 MAP 46 PARCEL 81
 MAP 46 PARCEL 75
 MAP 43 PARCEL 42
 MAP 43 PARCELS 41, 43 & 44

This Instrument Prepared By:
 Hartsog, Silva & Davies
 Attorneys at Law
 123 Fifth Avenue North
 Franklin, Tennessee 37064

VOL 0768 PAGE 502

Send Tax Statements To:

Name/Address New Owner:

Name of Mortgagee:

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, including the Grantor's interest in preserving the real estate described herein as a wildlife preserve and/or park, the Grantor's interest in aiding and assisting in park development by the City of Fairview, and the City of Fairview's commitment to utilize the real estate herein described in accordance with expressed preferences of Grantor, I, EVANGELINE BOWIE (unmarried), have bargained and sold and by these presents do transfer and convey unto THE CITY OF FAIRVIEW, TENNESSEE, a municipal corporation, the following described tracts and/or parcels of real estate, to-wit:

(REFER TO ATTACHED EXHIBITS FOR SPECIFIC TRACT DESCRIPTIONS)

TO HAVE AND TO HOLD said tracts of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantee, its successors and assigns forever, subject to the following terms and provisions:

1. The real estate herein described shall be utilized by the City of Fairview as a wildlife preserve and/or park facility to be enjoyed by the general public subject to the restrictions described herein and those which may be imposed by governing authorities of the City of Fairview; and,
2. The governing authorities of the City of Fairview in their decision making process shall be guided by my preference that the ecology of the real estate herein described be preserved as much as is possible such that the various eco-systems can be enjoyed by the public and such as will permit the

public to be able to study and appreciate the value of wildlife and its preservation; and,

3. The governing authorities of the City of Fairview shall be permitted to make such improvements to said real estate as are reasonable and shall be permitted to liquidate any portion of said property which would not diminish the utilization of said premises as a wildlife preserve and/or park, the funds derived therefrom to be reinvested into improvements made to said real estates; and,

4. The City of Fairview shall not permit, except upon specific approval, the sale, distribution, and/or utilization of alcoholic beverages and/or non-prescriptive drugs on the premises herein described; and,

5. The City of Fairview shall not permit the use of firearms (except by law enforcement officials), fireworks, and/or any other utilization that would damage and/or present injury to the wildlife and/or persons utilizing the property herein described; and,

6. The City of Fairview shall specifically prohibit hunting on the premises herein described; and,

7. The City of Fairview shall strictly govern the use of fire on the premises herein described so as to diminish the possibility of damage to the property; and,

8. The City of Fairview shall be permitted to construct such improvements as are reasonable and necessary on the premises in pursuit of the purposes herein described, and additionally, the City of Fairview shall be permitted to construct in areas that would not detract from the purposes for which this conveyance is made municipal buildings and/or other improvements (i.e. fire station, city hall, etc.) necessary to the operation of said City; and,

THIS CONVEYANCE is subject to the requirements hereinabove described as imposed by Grantor, and in the event the City of Fairview no longer desires to maintain a portion of the real estate herein as a wildlife sanctuary and/or public park subject to the terms and conditions hereinabove described and/or the City of Fairview should cease to exist as a municipal corporation, then the title to said real estate shall then vest in Williamson County, Tennessee, providing said entity is in a position to maintain the real estate in the manner as is hereinabove described, and if not, then in the Department of Conservation of

the State of Tennessee to be utilized within its discretion, said ownership vesting without the restrictions herein described.

AND I DO COVENANT with the said City of Fairview, its successors and assigns, that I am lawfully seized and possessed of said property, that I have a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

TRACT ONE

1. 1988 Fairview City and Williamson County property taxes.

2. This property has been classified by the Williamson County Property Assessor to be "agricultural" and pursuant to T.C.A. Section 67-5-1001, et. seq., may be subject to roll-back taxes.

3. Title to that portion of the subject property lying within the bounds of roadways or rights-of-way.

4. Transmission line easement conveyed to the United States of America.

TRACT TWO

1. 1988 Fairview City and Williamson County property taxes.

2. This property has been classified by the Williamson County Property Assessor to be "agricultural" and pursuant to T.C.A. Section 67-5-1001, et. seq., may be subject to roll-back taxes.

3. Transmission line right-of-way conveyed to Tennessee Electric Power Company by instrument recorded in Book 55, page 325, Register's Office of Williamson County, Tennessee.

4. Transmission line right-of-way conveyed to Tennessee Electric Power Company by instrument recorded in Book 55, page 459, Register's Office of Williamson County, Tennessee.

5. Transmission line easement conveyed to the United States of America by instrument recorded in Book 227, page 543, Register's Office of Williamson County, Tennessee.

6. Title to that portion of the property lying within the bounds of any roadways, highways, or rights-of-way.

7. The flow and overflow of those creeks running along or through the subject property, and the rights of others to the waters of said creeks.

8. Reservation of a graveyard as set forth in instrument recorded in Book 105, page 315, Register's Office of Williamson County, Tennessee, and the right of ingress and egress thereto.

TRACT THREE

1. 1988 Fairview City and Williamson County property taxes.
2. Subject to the 10' right-of-way reserve for a road as set forth in deed recorded in Book 86, page 138, Register's Office of Williamson County, Tennessee.
3. Title to that portion of the subject property embraced within the bounds of Brown Road and its right-of-way.

TRACT FOUR

1. 1988 Fairview City and Williamson County property taxes.
2. This property has been classified by the Williamson County Property Assessor to be "agricultural" and pursuant to T.C.A. Section 67-5-1001, et. seq., may be subject to roll-back taxes.
3. Transmission line right-of-way conveyed to Tennessee Electric Power Company by instrument recorded in Book 55, page 325, Register's Office of Williamson County, Tennessee.
4. Transmission line right-of-way conveyed to Tennessee Electric Power Company by instrument recorded in Book 55, page 459, Register's Office of Williamson County, Tennessee.
5. Transmission line easement conveyed to the United States of America by instrument recorded in Book 227, page 543, Register's Office of Williamson County, Tennessee.
6. The flow and overflow of those creeks running along or through the subject property, and the rights of others to the waters of said creeks.
7. Reservation of a graveyard as set forth in instrument recorded in Book 105, page 315, Register's Office of Williamson County, Tennessee, and the right of ingress and egress thereto.

TRACT FIVE

1. 1988 Fairview City and Williamson County property taxes.
2. This property has been classified by the Williamson County Property Assessor to be "agricultural" and pursuant to T.C.A. Section 67-5-1001, et. seq., may be subject to roll-back taxes.
3. The flow and overflow of Curry Creek, and the rights of others to the waters of Curry Creek.
4. Title to that portion of the subject property lying within the bounds of highways, roadways or rights-of-way.

TRACT SIX

1. 1988 Fairview City and Williamson County property taxes.

2. The flow and overflow of Curry Creek or any other creek or branch running along or through the subject property and the rights of others to the waters of said branch or creek.

3. Easement of record in Book 138, page 277, Register's Office of Williamson County, Tennessee.

TRACT SEVEN

1. 1988 Fairview City and Williamson County property taxes.

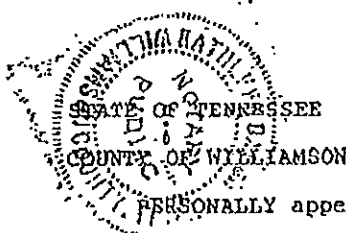
2. This property has been classified by the Williamson County Property Assessor to be "agricultural" and pursuant to T.C.A. Section 67-5-1001, et. seq., may be subject to roll-back taxes..

3. Subject to that portion of the property lying within the bounds of roadways, highways, and rights-of-ways.

AND I DO FURTHER covenant and bind myself, my heirs and representatives to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.
Grantee accepts responsibility for payment of all unpaid taxes due on said property, including roll-back taxes.

IN TESTIMONY WHEREOF, I have hereunto set my signature, this the 22nd day of December, 1988.

Evangeline Bowie
Evangeline Bowie
Grantor



PERSONALLY appeared before me, Kathleen Daugherty, a Notary Public in and for the above County and State, the within named EVANGELINE BOWIE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Fairview, Tennessee, this 22nd day of December, 1988,

My Commission Expires:
10-16-89

Kathleen Daugherty
Notary Public

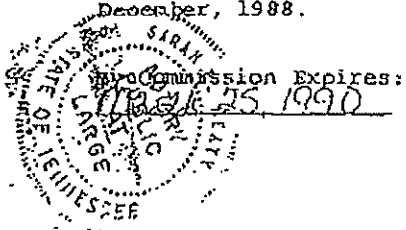
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I certify that the actual consideration or value, for this transfer, whichever is greater, is the sum of \$ Tax exempt.

A. D. Ritz
Affiant

Sworn to and subscribed before me on this the 27th day of

December, 1988.



Sarah E. Beatz
Notary Public

TRACT TWO
(Continued)

VOL. 0768 PAGE 511

poles; thence N. 3 deg. E. 33 poles; thence S. 80 deg. W. 50 poles, between branch and road near mouth of dry branch; thence S. 9 deg. E. 6 poles; thence S. 7 deg. E. 12 poles; thence S. 8 deg. E. 6 poles; thence S. 5 1/2 deg. E. 6 1/2 poles to the beginning, containing 10 acres, more or less.

PARCEL NO. 3

Bounded generally as follows: Bounded on the North by Jones Brothers and C. D. Boone; bounded on the East by C. D. Boone and 100 Highway; bounded on the south by an old road; bounded on the west by Jones Brothers, containing _____ acres, more or less, and being the southeast corner of a tract of land conveyed to Thomas G. Jones and James C. Jones by Chester Hurt et ux, as of record in Deed Book 87, page 256 in the Register's Office of Williamson County, Tennessee, said property being recently surveyed and described as follows:

Beginning at a stake on the west side of Highway No. 100 this also being C. D. Boone's southeast corner in Highway right of way line running thence north 80 deg. West 63 2/3 poles to a stake in an old road; thence north 3 1/4 deg. East 12 2/3 poles to a stake; thence north 88 deg. west 41 1/2 poles to a stake small walnut pointer; thence south 2 deg. west 51 3/4 poles to the center of the road thence with said road South 88 deg. East 91 1/4 poles to the highway right of way line; thence with said line north 24 1/2 deg. East to the beginning containing 27 1/2 acres, more or less.

THERE IS INCLUDED IN THE ABOVE DESCRIPTION BUT TO BE SPECIFICALLY EXCLUDED HEREFROM is that portion of the above described property which comprises a portion of the property conveyed by Evangeline Bowie, Thelma B. Bowie, and Anna M. Bowie to The Scott & Petzer Co., an Ohio corporation, by deed of record in Book 322, page 105, Register's Office of Williamson County, Tennessee.

PARCEL NO. 4

Beginning at the S. W. corner of L. C. Overby's 27 1/2 acre tract, a stake in center of road, running thence N. 88 deg. 30 min. W 2277 feet along the road to a gum; thence N. 10 deg. 20 min. E 97 ft. to a point in the center of Little Turnbull Creek; thence with the center of Little Turnbull Creek and with its meanders S 88 deg. 30 min. W 271 ft, S 65 deg. W 170.2 ft, N 57 deg. 15 min. W 109.8 ft, N 52 deg. 10 min. W 167.8 ft, N 39 deg. 20 min. W 164.5 ft, N 58 deg. W 175.5 ft, N 58 deg. 30 min. W 133.4 ft, N 83 deg. 50 min. W 99 ft, N 69 deg. W 134.2 ft, N 86 deg. 30 min. W 132 ft, N 59 deg. W 122.5 ft; thence with the center of Old Centerville Road, N 25 deg. 30 min. E 600 ft, N 17 deg. 20 min. E 208.2 ft, N 64 deg. 50 min. E 525 ft, N 48 deg. E 163.5 ft, N 53 deg. 45 min. E 277 ft, N 72 deg. 45 min. E 328.7 ft, N 68 deg. 30 min. E 288 ft; thence leaving the old Centerville Road, N. 7 deg. 45 min. E 436 ft. to a stump; thence S 86 deg. 66 min. E 2355 ft. to the northwest corner of the C. D. Boone tract; thence with the same S 14 1/2 deg. W 1455 ft; thence S. 3 1/4 deg. W 132 ft. to L. C. Overby's corner; thence N 88 deg. W 604.5 ft. to a stake, small walnut pointer; thence S 2 deg. W 853 ft. to the place of beginning, containing 189 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION BUT TO BE SPECIFICALLY EXCLUDED HEREFROM is that portion of the above described property which comprises a portion of the property conveyed by Evangeline Bowie, Thelma B. Bowie and Anna M. Bowie to The Scott & Fitzer Co., an Ohio Corporation by deed of record in Book 322, page 105, Register's Office of Williamson County, Tennessee.

CITY OF PALM BEACH
COURT FROM 100 311 POINT

CITY OF PALM BEACH
COURT FROM 100 311 POINT

CITY OF PALM BEACH
COURT FROM 100 311 POINT

1925.80
1925.80

83.59 AC.

57°18'17"E
202.18'

1825.84
1841.28'12"E

1090.25
14°55'52.51S

14°55'52.51S

1084.45
58°22'28"E

1084.45
58°22'28"E

1084.45
58°22'28"E

1084.45
58°22'28"E

1084.45
58°22'28"E

1084.45
58°22'28"E

CITY OF PALM BEACH
COURT FROM 100 311 POINT

Boundary Markers
1/4 AC.
Bourne
Merrill
Parker
City Parks

EXHIBIT "C"

RESOLUTION

WHEREAS, Dr. Evangeline Bowie, a citizen of Fairview, Tennessee, has graciously and generously tendered to the City of Fairview an offer to dedicate for public use approximately 794 acres of land located within the City of Fairview in three separate deeds; and

WHEREAS, Dr. Bowie has indicated to the City that she desires that an unspecified portion of the dedicated lands be utilized by the City for public purposes, as a public park, or a public wildlife preserve; and

WHEREAS, Dr. Bowie has nevertheless left to the City complete discretion as to the use, management and control of the properties, including the ultimate right to sell a portion of the properties; and

WHEREAS, the acceptance of this generous gift by the City is in accord with the objectives of the City, and is consistent with its long range goals;

NOW THEREFORE, be it resolved by the Board of Commissioners of the City of Fairview, Tennessee, duly assembled, that the generous dedication of the lands of Dr. Bowie be accepted with gratitude, and that the lands being tendered shall hereafter be utilized, maintained and managed by the public, until such time as a portion of it be sold, or otherwise disposed of by this body.

Adopted this 5th day of January, 1989.

Kathleen Daugherty
RECORDER

FOR: John Stark

Mary Clined

J. T. King

Brenda Russell

"vacancy"

AGAINST: None

EXHIBIT "D"

000037

BOARD OF COMMISSIONERS

January 5, 1989

Present: Stark, Clinard, King, Russell
City Atty: Petersen
City Manager Sullivan

JOHN STARK-MAYOR
MARY CLINARD-VICE-MAYOR
BRENDA RUSSELL-COMMISSIONER
J.T. KING -COMMISSIONER
PAT SULLIVAN-CITY MANAGER
JAMES PETERSEN-CITY ATTORNEY
KATHLEEN DAUGHTERY-CITY RECORDER

- I. Mayor Stark called the meeting to order at 7:30 p.m.
 - A. The minutes of the December 15, 1988 meeting were presented for approval. Clinard made a motion to approve the minutes. Russell seconded the motion. All were in favor.
- II. Citizen Comments - Frank Leverett was present to ask for interest on the sewer tap money the City held until the County made a decision on whether or not three of his trailers were in the City. Mr. Petersen stated the City was not legally obligated to give him any interest.
- III. Old Business
 - A. Presented on second reading was Bill #88-45: Rezoning the Waters Property to Residential - 3. King made a motion to pass Bill #88-45 on second reading. Clinard seconded the motion. All were in favor. A Public Hearing will be held on January 19, 1989 at 7:30 p.m.
- IV. New Business
 - A. Com. Clinard reported on the Committee Meetings held on 12/20/88: Mr. Sullivan stated that he had rather not notify the Fire Company of the City's desire to terminate their contract at this time. He is going to try negotiation with them first. King made a motion to accept the report. Russell seconded the motion. All were in favor.
 1. Mr. Petersen went over the agreement with Barta, Mulvany and Associates for the Master Plan and recommended the Board enter into the contract. Russell made a motion to have the Mayor sign the agreement. Clinard seconded the motion. All were in favor. (approx. cost of \$30,000)
 2. Mr. Sullivan presented a letter from White, Taylor and Walker on the distance requirement for sewer taps which states that each case should be considered individually.
 3. It was decided that the Board Members should give names to Mr. Sullivan for the Master Plan Advisory Committee and he should establish the Committee with Mr. O'Donniley.
 4. The Committee recommended that Bob Brooks be appointed to the Planning Commission to fill the unexpired term of Duey Cowan. Clinard made a motion to appoint Bob Brooks. King seconded the motion. All were in favor.
 5. Presented for first reading was Bill #89-1: An Ordinance to revise the Employee Handbook on due process rights. King made a motion to pass Bill #89-1 on first reading. Clinard seconded the motion. All were in favor.
 - B. Commissioner King reported on the Administrative and Public Safety Meeting on January 3, 1989.
 1. A discussion was held on the funds needed for the new library buildings \$10,000 of the \$30,000 committed by Fairview over a six year period is

000038

available now; but the grant people are asking for the total commitment now. Clinard made a motion to give the library the \$10,000 available. Russell seconded the motion. All were in favor. It was decided to discuss where to get the additional \$20,000 at the next Administrative Committee Meeting.

Russell made a motion to accept the report. Clinard seconded the motion. All were in favor.

2. A discussion was held on appointing members to the Recreation Board. A motion was made by Clinard to appoint those people recommended which were Patricia King, David Hudgins, Lacey Beard and Liz Abel. Russell seconded the motion. All were in favor.

3. Presented for adoption was a resolution officially accepting the approximately 794 acres donated to the City by Evangeline Bowie. Clinard made a motion to adopt the resolution. King seconded the motion. All were in favor. (copy attached)

V. City Manager Report -

VI. The meeting adjourned 8:45 p.m.

John B. Stark
JOHN STARK, MAYOR

Kathleen Daugherty
KATHLEEN DAUGHTERY,, CITY RECORDER