RESOLUTION 63-26

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

WHEREAS, Section 3-101 of the Fairview Subdivision Regulations requires a completed Subdivision Development Agreement to be executed prior to the initiation of land development activities within a major subdivision; and

WHEREAS, the Planning Commission approved PC Resolution PC 48-25 for the Residential Development Plan for The Cove Subdivision on November 18, 2025; and

WHEREAS, The Cove Subdivision is a proposed fifty (50)-lot single-family residential development located on the west side of Crow Cut Road, south of Highway 96 North, identified as 7946 Crow Cut Rd, Tax Map 018, Parcel 031.00, and owned by Northcutt Custom Homes, LLC; and

WHEREAS, the Planning Commission, through PC Resolution 52-26, recommended approval of the Subdivision Development Agreement for The Cove Subdivision; and

WHEREAS, the Subdivision Development Agreement is attached hereto as Exhibit A.

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

Section 1. Authorization. The Mayor is hereby authorized to execute the Subdivision Development Agreement for The Cove Subdivision, attached hereto as Exhibit A.

Section 2. Effective Date. This Resolution shall take effect upon its adoption by the Board of Commissioners.

Passed and adopted the 5th day of November, 2026.

Lisa Anderson

Lisa Anderson, Mayor

ATTEST:

Rachel Jones

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter

Patrick M. Carter, City Attorney

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
The Cove Subdivision
7946 Crow Cut Road
MAP 018 PARCEL 031.00

This SITE DEVELOPMENT AGREEMENT is made and entered into on this **5th day of November 2026**, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and **NORTHCUTT CUSTOM HOMES**, LLC the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as **THE COVE SUBDIVISION, consisting of 50 residential lots, lot numbers 1-50.**

(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 **18th day of NOVEMBER, 2025, as Resolution PC 48-25**, 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 **THE COVE SUBDIVISION** in the amount of **$307,438 (THREE HUNDRED AND SEVEN THOUSAND, FOUR HUNDRED AND THIRTY EIGHT 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 **$2,786,705 (TWO MILLION, SEVEN HUNDRED AND EIGHTY SIX THOUSAND, SEVEN HUNDRED AND FIVE 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

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.

NORTHCUTT CUSTOM HOMES LLC

JAMES V. NORTHCUTT

OWNER/ Guarantor

DEVELOPER/ Guarantor

GENERAL CONTRACTOR

PROJECT MANAGER

TITLE

TITLE

ATTEST:

ATTEST:

CITY OF FAIRVIEW

(COUNTY OF WILLIAMSON), TENNESSEE

BY:

MAYOR

DATE 11/5/2026

Lisa Anderson

APPROVED AS TO FORM:

BY:

CITY ATTORNEY

DATE 11/5/2026