



Board of Commissioners
Regular Meeting Agenda
Thursday, March 6, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

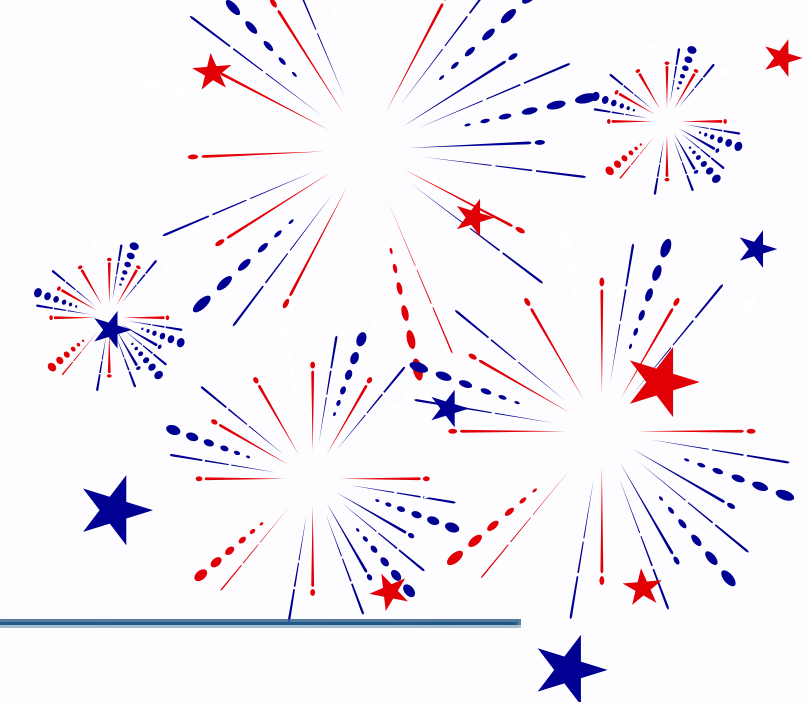
- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - amending the official zoning map of the City of Lakeland, Tennessee, by rezoning the property located at 4853 Seed Tick Road, Parcel NO L0150 00182C from Agricultural (AG) to Neighborhood Office (NO). *Recommended by the Municipal Planning/Design Review Commission*
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. City Manager's Report
 - a. 2025 Fireworks Event Update
 2. Municipal Court Semi-Annual Update - *Judge Koratsky*
 3. Commissioners' Reports
 - a. Community Advisory Board - *Vice-Mayor Dial*
 - b. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Approval of minutes from previous meeting** - February 20, 2025
2. **Ordinance - First Reading** - amending Title 3 of the Lakeland Municipal Code to add the offense of Failure to Appear.
3. **Ordinance - Second and Final Reading** - amending the official zoning map of the City of Lakeland, Tennessee, by rezoning the property located at 4853 Seed Tick Road, Parcel NO L0150 00182C from Agricultural (AG) to Neighborhood Office (NO). *Recommended by the Municipal Planning/Design Review Commission*
4. **Resolution** - approving a time extension for the Heathfield Planned Development Phase 1 Residential Subdivision Development Contract.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

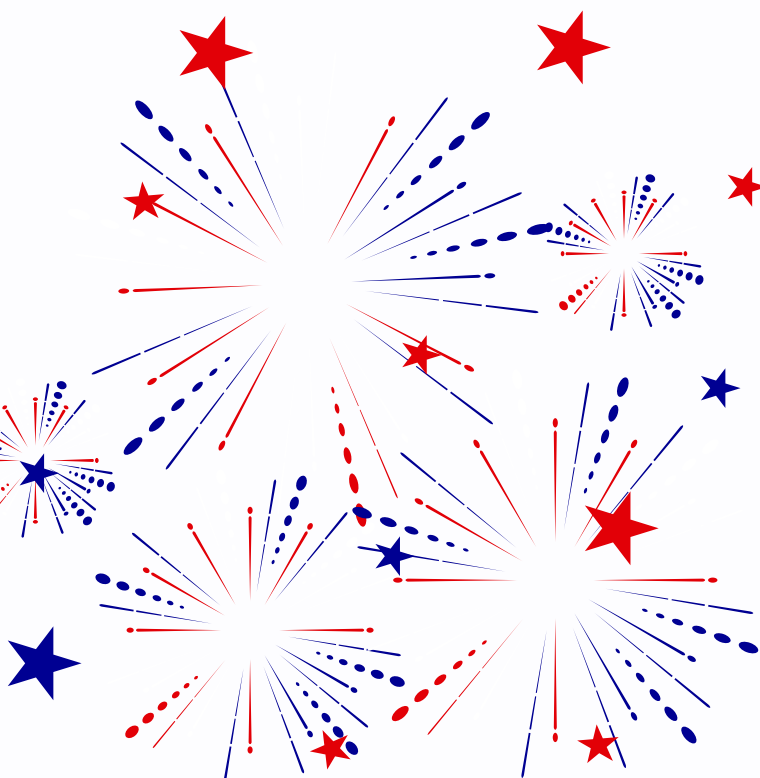


CITY OF

LAKEELAND

TENNESSEE

Fireworks Celebration





July 5th, 2025



Show Details

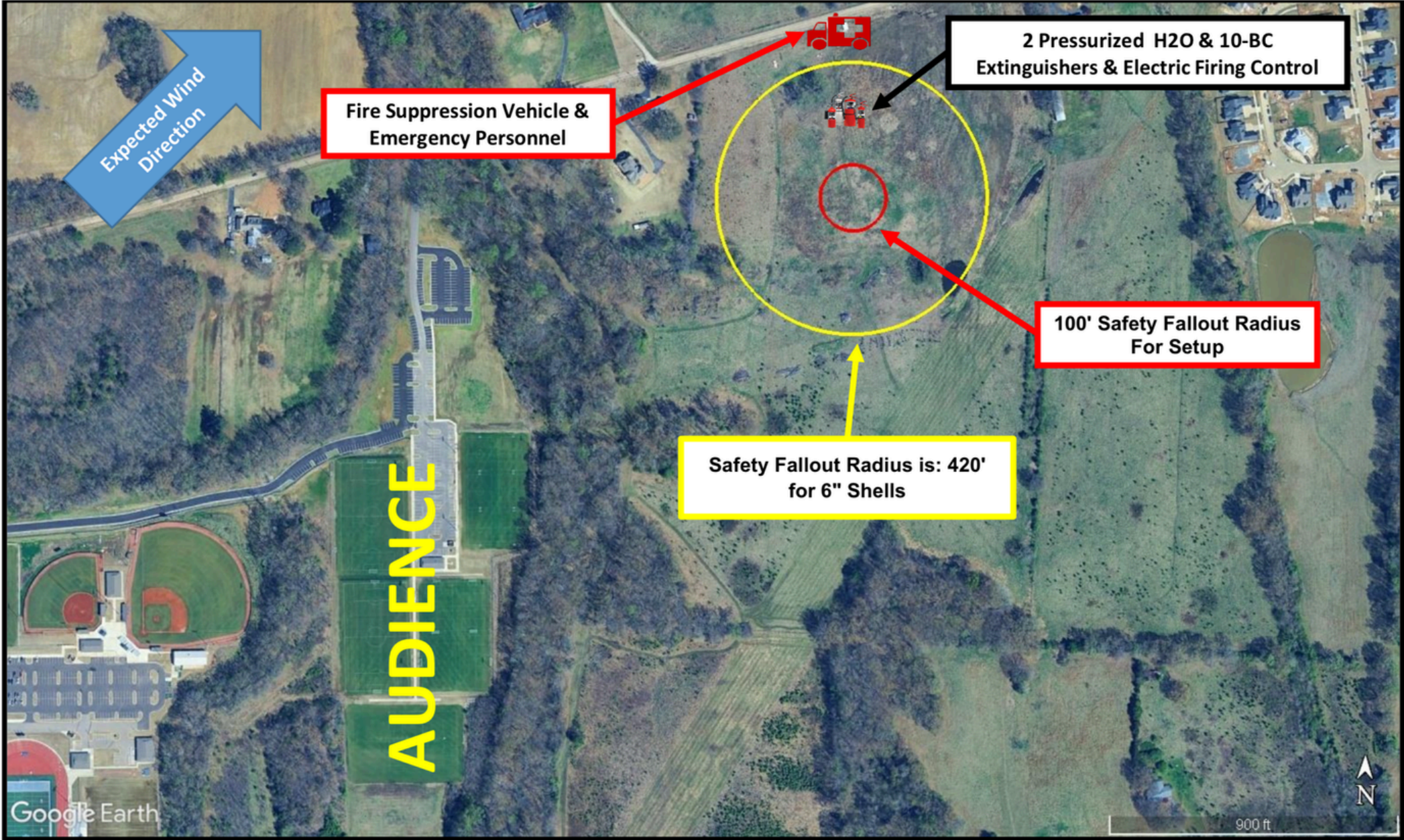
- 20 Minute show synchronized to provided music.
 - This show includes 6-inch shells without cakes.
- Shoot site is based on Audience location, current site plan must be approved in person by Pyro Shows.
- Cleared the event with Shelby County Sheriff's Office as well as the Shelby County Fire Department.
- Estimated start time of 8:45 PM.



Shoot Site ●●●●●

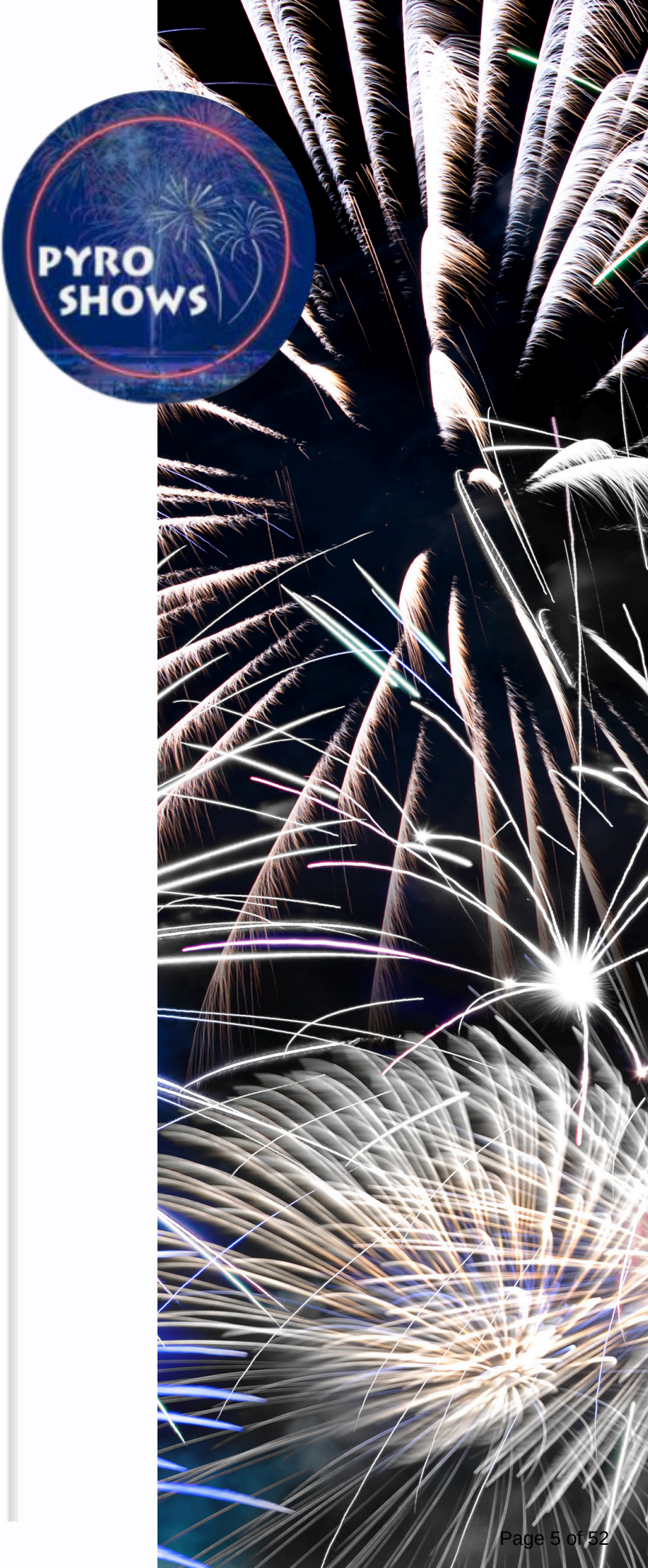
SITE

Customer Workbook - Lakeland City of 7.5.2025 TN-v1.1-P5-M6



Customer: City of Lakeland, TN
Show Date: Saturday, July 5, 2025
Show Address: 9651 Old Brownsville Rd Lakeland, Tn 38002
Show Site Lat / Long: 35.265664, -89.740844
Show Time: 9:30pm
Rain Date: null

Show Name: Lakeland, TN - IDC 2025
Maximum Device Size: 6
Safety Fallout Radius: 420'
Storage Required: 0
Diagram Created: 02/24/25
Diagram Created By: TLF



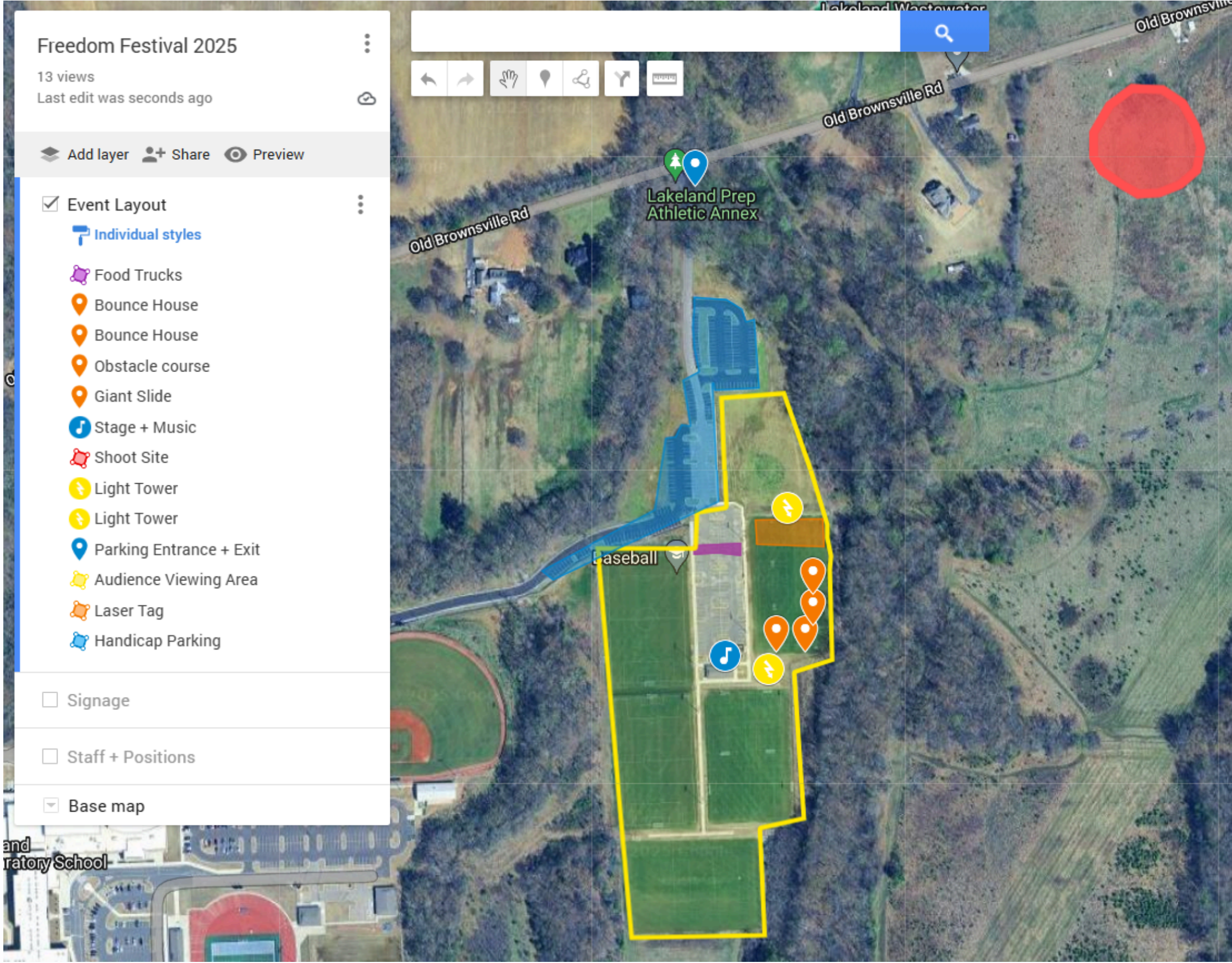


Event Breakdown

- Fireworks - \$30,000
- Additional event costs - less than \$3,000
 - Inflatables with generators - \$1,090
 - Laser tag - \$340
 - DJ - \$550
 - Food trucks - We would charge
- Large stage with audio and lighting - \$9,263
- Currently seeking event sponsors



Proposed event layout ●●●●●



LAKELAND MUNICIPAL COURT
SEMI-ANNUAL REPORT
February 2025



Municipal Court 2024

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax	Education Fee
17-Jul-2024	John Davis	No	15-609	Continued	N/A	N/A	N/A	N/A
	Gillespie Family Cemetery Inc.	No	13-106 13-109 13-202	Continued (2)	N/A	N/A	N/A	N/A
21-Aug-2024	John Davis	No	15-609	Continued (2)	N/A	N/A	N/A	N/A
	Gillespie Family Cemetery Inc.	No	13-106 13-109 13-202	Continued (3)	N/A	N/A	N/A	N/A
	Holly Oliver	Yes	15-609	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
	Dylan Moore	No	13-104	Continued	N/A	N/A	N/A	N/A
18-Sep-2024	John Davis	No	15-609	Continued (3)	N/A	N/A	N/A	N/A
	Gillespie Family Cemetery Inc.	No	13-106 13-109 13-202	Continued (4)	N/A	N/A	N/A	N/A
	Dylan Moore	No	13-104	Continued (2)	N/A	N/A	N/A	N/A
	Yrlanda Brito	Yes	Sec 2 C(1)	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
16-Oct-2024	John Davis	No	15-609	Continued (4)	N/A	N/A	N/A	N/A
	Gillespie Family Cemetery Inc.	No	13-106 13-109 13-202	Continued (5)	N/A	N/A	N/A	N/A
	Dylan Moore	No	13-104	Continued (3)	N/A	N/A	N/A	N/A
20-Nov-2024	John Davis	No	15-609	Continued (5)	N/A	N/A	N/A	N/A
	Gillespie Family Cemetery Inc.	No	13-106 13-109 13-202	Continued (6)	N/A	N/A	N/A	N/A
	Dylan Moore	No	13-104	Continued (4)	N/A	N/A	N/A	N/A
18-Dec-2024	John Davis	Yes	15-609	Guilty	\$100.00	\$100.00	\$27.50	\$1.00
	Gillespie Family Cemetery Inc. (also paid reimbursement to City)	Yes (phone)	13-106 13-109 13-202	Guilty Guilty Guilty	\$100.00	\$50.00 \$5,500.00 N/A	\$27.50	\$1.00
	Dylan Moore (unpaid)	Yes	13-104	Guilty	\$100.00	\$100.00	\$27.50	\$1.00
	CW Development	Yes	15-609 Section 2 (P)	Dismissed Dismissed	\$100.00	N/A N/A	\$27.50	\$1.00
	David Leggett (unpaid)	Yes (phone)	13-104	Guilty	\$100.00	\$50.00	\$27.50	\$1.00
	Margaritas Restaurant	No	14-404	Continued	N/A	N/A	N/A	N/A
	TOTAL				\$700.00	\$5,900.00	\$192.50	\$7.00

ORDINANCE VIOLATION LIST

13-104	Overgrown Weeds
13-106	Health and Sanitation Nuisances
13-107	Inoperative vehicles on or adjacent to residential property
13-108	Overgrown and dirty lots
13-109	Accumulation and/or storage of loose limbs and yard waste
13-202	Junk Prohibited
13-309	Dilapidated, unsafe, or unfit structure
13-405	Standard Tree Removal – no permit/plan
13-410	Hazardous tree – private property
14-409	Signs – Failure to obtain permit
14-703	Illegal fence
14-709	Erection of fence without permit
15-601	Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
15-609	Improper parking and/or storage of recreational vehicles and equipment on residential land
17-102	Unclean premises – solid waste
17-110	Improper disposal – solid waste/recyclable materials
18-603	Land Development and Const. – no soil stabilization after land cleared
Land Use Sec. 2(C)(5) – Short-Term Rental Violation	
Land Use Sec.2(P)(1) – Accessory Family Unit (RV)	

Court Website Update

Payments

Currently, advance payment of tickets in lieu of appearing in court is not offered. All offenders must appear on the date specified on their citation. Normally, fines and costs are paid the day that the person appears in court and may be paid by cash, check, or credit/debit card.

If you are found guilty and the judge gives you additional time to pay for a violation:

- You can pay fines and costs by cash, check, or credit/debit card at Lakeland City Hall during normal business hours.
- You can pay tickets online by credit/debit card at <https://pay.justice-one.us/lakeland-tn-tickets/ticket-search-portal/search>.
- You can also pay by phone during regular City Hall business hours by calling (901) 867-2717 or, on nights and weekends by calling (678) 359-2783.

Pending Legislation

HOUSE BILL 748

SENATE BILL 1089

AN ACT to amend Tennessee Code Annotated,
Title 16, Chapter 18 and Title 17, Chapter 3,
relative to municipal courts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 16-18-304(a), is amended by
deleting "one dollar (\$1.00)" and substituting "two dollars (\$2.00)".

SECTION 2. This act takes effect July 1, 2025, the public welfare requiring it.

QUESTIONS?



Board of Commissioners
Regular Meeting Minutes
Thursday, February 20, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, February 20, 2025.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Vice-Mayor Michele Dial	Present
Commissioner Derek Johnston	Present
Commissioner Connie McCarter	Absent
Mayor Josh Roman	Present

Staff personnel in attendance were City Manager Michael Walker, City Attorney Will Patterson, City Engineer Emily Harrell, Planning Director Paul Luker, Parks and Recreation Director Andrew Fisher, Recreation Manager John Proctor and City Recorder Cheyenne Carter.

For the record: Mayor Roman made a suggestion to the Board members to postpone all reports and conduct business only on the regular agenda items due to inclement weather concerns. No objections were heard. All reports on this agenda will be moved to the next regular meeting agenda on March 6, 2025.

V. PUBLIC HEARING:

None.

VI. TREASURER'S REPORT:

1. Fiscal Year to Date January 31, 2025

This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.

VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:

1. Sheriff's Report - January Lakeland Crime Report
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.
2. City Manager's Report
 - a. Communications Audit Review - *Ewing Marketing Partners, Susan Ewing*
Due to a previous engagement with the presenter, this item is postponed to the March 20, 2025 Board of Commissioners regular meeting.
 - b. BOC Priorities Mapping
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.
 - c. 2025 Fireworks Event Update
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.
3. Municipal Court Semi-Annual Update - *Judge Koratsky*
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.
4. Commissioners' Reports
 - a. Community Advisory Board - *Vice-Mayor Dial*
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.
 - b. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
This item is postponed to the March 6, 2025 Board of Commissioners regular meeting.

VIII. PUBLIC COMMENTS:
None.

IX. SEWERAGE COMMISSION BUSINESS:
None.

X. CONSENT AGENDA:
None.

XI. REGULAR AGENDA:

1. **Approval of previous meeting minutes** - February 6, 2025
Commissioner Atkinson moved to bring this item to the floor, seconded

by Vice-Mayor Dial.

Discussion ensued.

When the question was called the meeting minutes passed as presented, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

2. **Ordinance - First Reading** - amending Title 3 of the Lakeland Municipal Code to add the offense of Failure to Appear.

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice-Mayor Dial.

For the record: Due to the absence of Judge Koratsky, City Manager Michael Walker requested the Board table this item to the next regular Board of Commissioners meeting on March 6, 2025. Mayor Roman called for objections. No objections were heard.

3. **Ordinance - First Reading** - amending the official zoning map of the City of Lakeland, Tennessee, by rezoning the property located at 4853 Seed Tick Road, Parcel NO L0150 00182C from Agricultural (AG) to Neighborhood Office (NO). *Recommended by the Municipal Planning/Design Review Commission*

Vice-Mayor Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

Planning Director Paul Luker presented this item.

Discussion ensued.

For the record: Mayor Roman motioned to approve the Gibson Paving Inc rezoning application subject to the conditions determined by the Municipal Planning Commission, seconded by Commissioner Atkinson.

When the question was called the resolution passed with conditions, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

4. **Resolution** - approving an agreement with Moss Carpenter Construction Company, Inc. for the IH Park Restroom Project.

Vice-Mayor Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

5. **Resolution** - authorizing a contract extension with Ladd's for athletic

field maintenance services.

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice-Mayor Dial.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

6. **Resolution** - accepting Lot 9 in the Lakeland Town Square development (formerly known as Lakeland Commons) and authorizing the City Manager and the City Attorney to execute necessary documents.

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Mayor Roman and City Attorney Will Patterson presented this item.

Discussion ensued.

For the record: Mayor Roman motioned to table this item to a future regular Board of Commissioners meeting to allow time for the City Attorney to provide documentation regarding the parking issue, seconded by Commissioner Atkinson.

When the question was called the motion to table passed, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

7. **Resolution** - approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee.

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice-Mayor Dial.

Mayor Roman and City Manager Michael Walker presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

8. **Discussion and Possible Action** - regarding volunteer board appointment process. *Sponsored by Mayor Roman*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Mayor Roman presented this item.

Discussion ensued.

For the record: Mayor Roman motioned for each board liaison to develop a process for selection of their volunteer board appointees and bring the recommendations to the Board of Commissioners for consideration, seconded by Commissioner Atkinson.

When the question was called the motion passed, voice vote, 4 in favor 0 against 0 abstain (4-0-0).

XII. ANNOUNCEMENTS:

1. City Engineer Emily Harrell announced an upcoming road closure.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 5:46pm on Thursday, February 20, 2025.

These minutes were approved on March 6, 2025.

Josh Roman
Mayor

ATTEST:

Cheyenne Carter
City Recorder

ORDINANCE O-2-2025

AMENDING TITLE 3 OF THE LAKELAND MUNICIPAL CODE TO ADD THE
OFFENSE OF FAILURE TO APPEAR

WHEREAS, the Lakeland Code of Ordinances provides the municipal judge with the power to issue a summons ordering an alleged offender to personally appear before the municipal court to answer for an alleged municipal ordinance violation; and

WHEREAS, the Mayor and Board of Commissioners of the City of Lakeland, Tennessee believe that failure to appear by the alleged offender as specified in the summons should constitute a separate offense:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that:

SECTION 1. Title 3, Chapter 3, of the municipal code is hereby amended, and a new chapter 3, Section 303 is added as follows:

3-303. Failure to appear. Any person who fails to appear in Lakeland Municipal Court to answer a summons or citation for the violation of any ordinance or provision of this code shall be guilty of a civil offense punishable under the general penalty provision of this code. Any person who fails to appear to answer a summons or citation covered under Tenn. Code Ann. § 29-9-108 may face further punishment as provided by general law.

SECTION 2. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: March 6, 2025
Public Hearing: March 20, 2025
Final Reading: March 20, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, February 13, 2025

Project: Gibson Paving Inc. – Rezoning Application

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Location: 4853 Seed Tick Road

Parcel ID: L0150 00182C

Zoning District: AG-(Agriculture)

Site Area: 2.2 acres

Applicant: Gibson Paving Inc.

Representative: William P. Sealock, NCARB + AIA

STAFF RECOMMENDATION

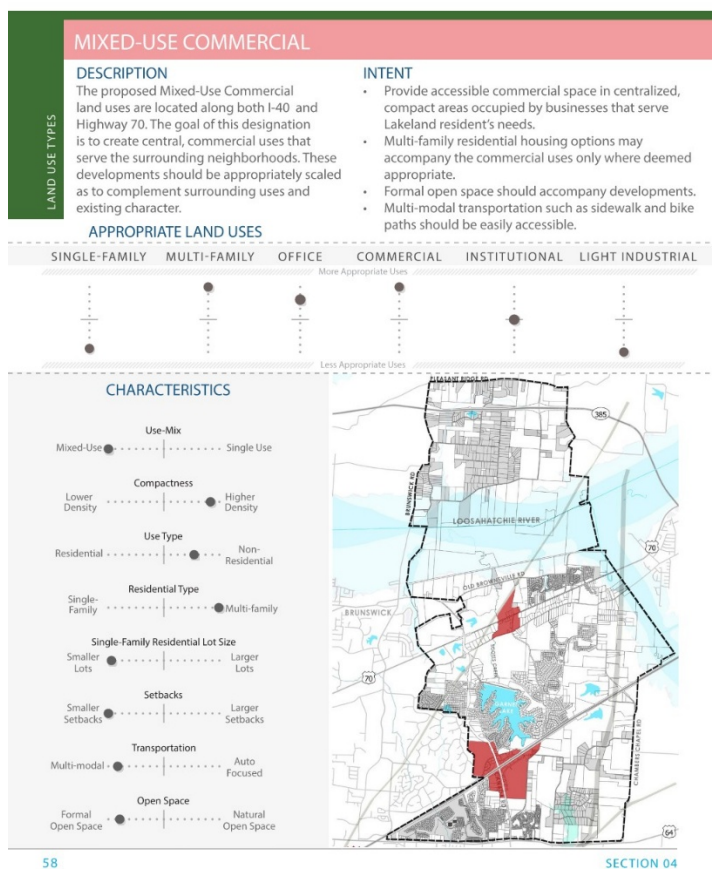
City Staff recommends approval for the Rezoning Application for Gibson Paving Inc.

BACKGROUND:

The subject property is located at 4853 Seed Tick Road just south of the intersection of Seed Tick Road and Highway 70, and just to the east of the Lakeland Town Center Planned Development. The current zoning for the property is AG–(Agriculture). The property currently has a single-family home on the property that is planned to be converted into an office use should the rezoning application be approved.

ANALYSIS:

Upon review by City Staff, this rezoning application is supported by the recently approved Comprehensive Plan for the City of Lakeland. The plan shows this area to ultimately be zoned as Mixed-Use Commercial, which would be in line with the adjacent properties. The request is to change the existing zoning of AG–(Agriculture) to NO–(Neighborhood Office). City Staff agrees that an office use is the best reuse of the existing structure, while still conforming with the overall vision set forth by the Comprehensive Plan. An additional Subdivision application as well as a Site Plan application will still need to be submitted to address any changes to the existing building and landscaping as well as to officially plat the property as it is currently unrecorded.



EXAMPLE MOTIONS

1. Motion to approve the Gibson Paving Inc. Rezoning Application subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
2. Motion to approve the Gibson Paving Inc. Rezoning Application without conditions.
3. Motion to deny the Gibson Paving Inc. Rezoning Application:
 - a. Reason for denial

ORDINANCE O-3-2025

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LAKE LAND,
TENNESSEE, BY REZONING THE PROPERTY LOCATED AT 4853 SEED
TICK ROAD, PARCEL NO L0150 00182C FROM AGRICULTURAL (AG) TO
NEIGHBORHOOD OFFICE (NO)

- WHEREAS,** the City of Lakeland has received a request for the rezoning of property located at 4853 Seed Tick Road Lakeland, Tennessee, 38002, identified as Parcel No. L0150 00182C on the tax map of Shelby County, Tennessee; and
- WHEREAS,** Tennessee Code Annotated §13-7-203 permits the amendment of the Municipal Zoning Ordinance of the City of Lakeland; and,
- WHEREAS,** in accordance with Tennessee Code Annotated §13-7-203 the legislative body held a public hearing to obtain citizen input into said amendment; and,
- WHEREAS,** the subject property is currently zoned AG-(Agricultural), and the applicant has requested a change in zoning to NO-(Neighborhood Office) to allow for office use; and
- WHEREAS,** the City of Lakeland Municipal Planning Commission has reviewed the proposed zoning amendment at the regularly-scheduled meeting on February 13, 2025 and has recommended approval of the rezoning request; and
- WHEREAS,** the Board of Commissioners has determined that the proposed rezoning is consistent with the City of Lakeland's Comprehensive Plan and is in the best interests of the health, safety, and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that:

- SECTION 1.** The official zoning map of the City of Lakeland, Tennessee, is hereby amended by rezoning the property located at 4853 Seed Tick Road Lakeland, Tennessee, 38002, from AG (Agricultural) to NO (Neighborhood Office), as depicted on the attached map.
- SECTION 2.** This Ordinance shall take effect immediately upon its passage on second and final reading, the public welfare requiring it.

ORDINANCE O-3-2025

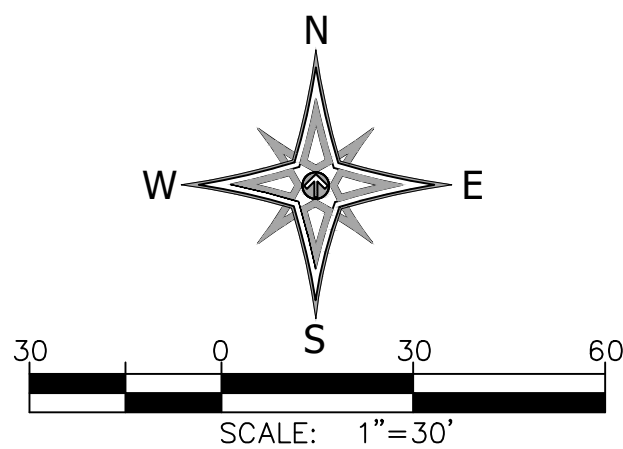
AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LAKELAND,
TENNESSEE, BY REZONING THE PROPERTY LOCATED AT 4853 SEED
TICK ROAD, PARCEL NO L0150 00182C FROM AGRICULTURAL (AG) TO
NEIGHBORHOOD OFFICE (NO)

First Reading: February 20, 2025
Public Hearing: March 6, 2025
Final Reading: March 6, 2025

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder



GENERAL SURVEY NOTES:

1. SURVEY PREPARED FOR GIBSON PAVING.
2. BEARINGS ARE RELATIVE TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM VIA INET REFERENCE STATION AND TRIMBLE R12 GNSS RECEIVERS.
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88
GEOID: 18
3. NO CERTIFICATION IS GIVEN TO STATE PLANE COORDINATE LOCATION. COORDINATES ARE GIVEN TO AID IN FUTURE REVOCERY OF ON THE GROUND MONUMENTS. PLAT IS RELATIVE TO ON THE GROUND MONUMENTS FOUND OR SET BY THIS SURVEY.
4. THERE MAY BE UNDERGROUND OR NON-VISIBLE UTILITIES, DRAIN AND/OR SEWER LINES ACROSS THIS PROPERTY THAT ARE NOT SHOWN. THE PROPER UTILITY AUTHORITIES SHOULD BE CONTACTED FOR MORE SPECIFIC LOCATIONS AND INFORMATION ON UNDERGROUND UTILITIES.
5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE PER FEMA MAP 47157C02156 WITH AN EFFECTIVE DATE OF 2/6/2013

INSTRUMENT 24095939
EDCO Title & Closing Services, Inc.
6510 Stage Road, Suite 1
Bartlett, Tennessee 38134
(901)382-0470 (Phone) / (901)382-2226 (Fax)
File # 24-2183

WARRANTY DEED

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged,

Twin Oaks Plaza No.3, LLC, a Tennessee Limited Liability Company, ("Grantors"),

Has this day bargained and sold and by these presents does bargain, sell, transfer and convey unto

Gibson Paving, Inc., a Tennessee Corporation, ("Grantee")

The following described property, to wit:

Four parcels of land on the West side of Seed Tick Road as described in Instrument Numbers Y1 9880, RS 7922, S1 1650, in the Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

BEGINNING at a point on the centerline of Seed Tick Road, said point being 317 feet North of the centerline of Memphis-Arlington Road, thence: South 90 degrees, 00 minutes, 00 seconds west, a distance of 208.75 feet to a point, thence: North 00 degrees, 00 minutes, 00 seconds west, a distance of 462.75 feet to a point, thence: North 90 degrees, 00 minutes, 00 seconds East, a distance of 208.75 feet to a found spike, said point being the centerline of said Seed Tick Road, thence; along the centerline of said Seed Tick Road South 90 degrees, 00 minutes, 00 seconds East, a distance of 462.75 feet to a point, said point being the point of beginning of said lot, and being the same property and description as shown in Warranty Deed of record as Instrument Number 05001216, in the Register's Office of Shelby County, Tennessee. * re-recorded at Instrument No. 07185202,

Being the same property conveyed to Twin Oaks Plaza No.3, LLC by Quitclaim Deed of record at Instrument Number 18022343, dated 01/02/2018 and recorded 03/08/2018, in the Register's Office of Shelby County, Tennessee, as amended by Surveyor's Affidavit of record at Instrument No. 24079003, in said Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereto appertaining unto Grantee, his/her/their heirs, successors and assigns in fee simple forever.

Grantor covenants that Grantor is lawfully seized and possessed of said real estate, has full power and lawful authority to sell and convey the same, that the title thereto is free, clear and unencumbered except as follows:

Subdivision Restrictions, Building Lines & Easements in all instruments of record **

except for the following, all subsequent years' taxes not yet due and payable;

and Grantor will forever warrant and defend the same against the claims of all persons whomsoever

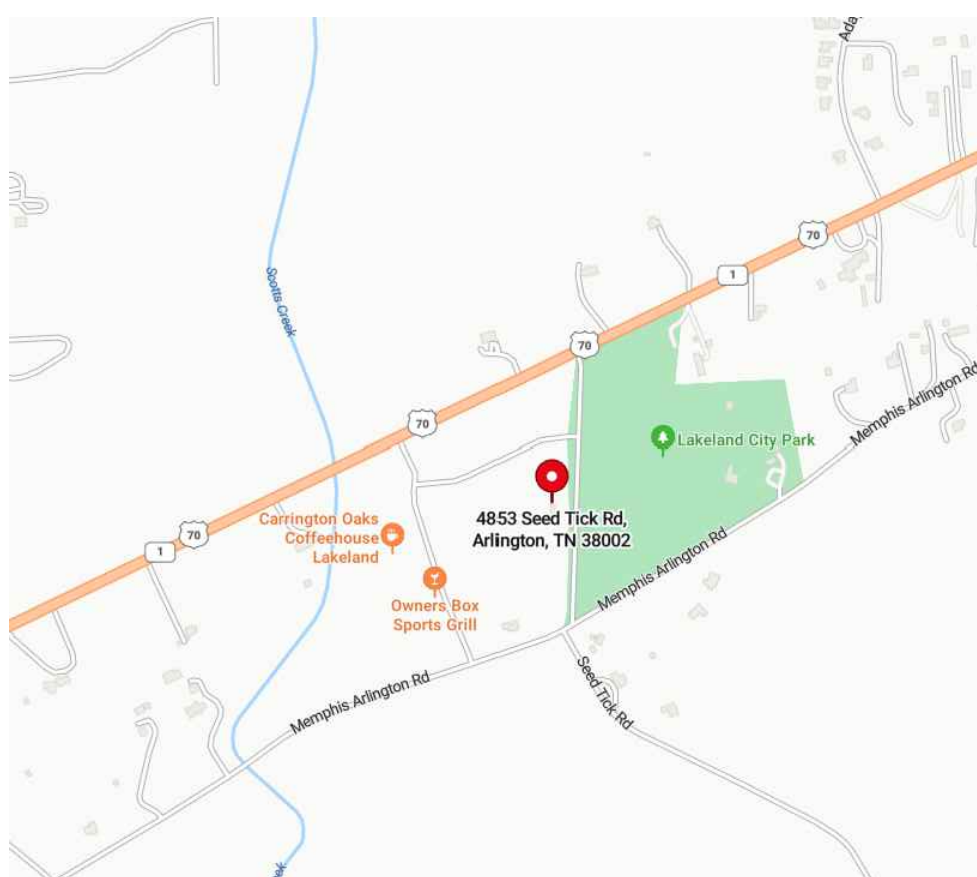
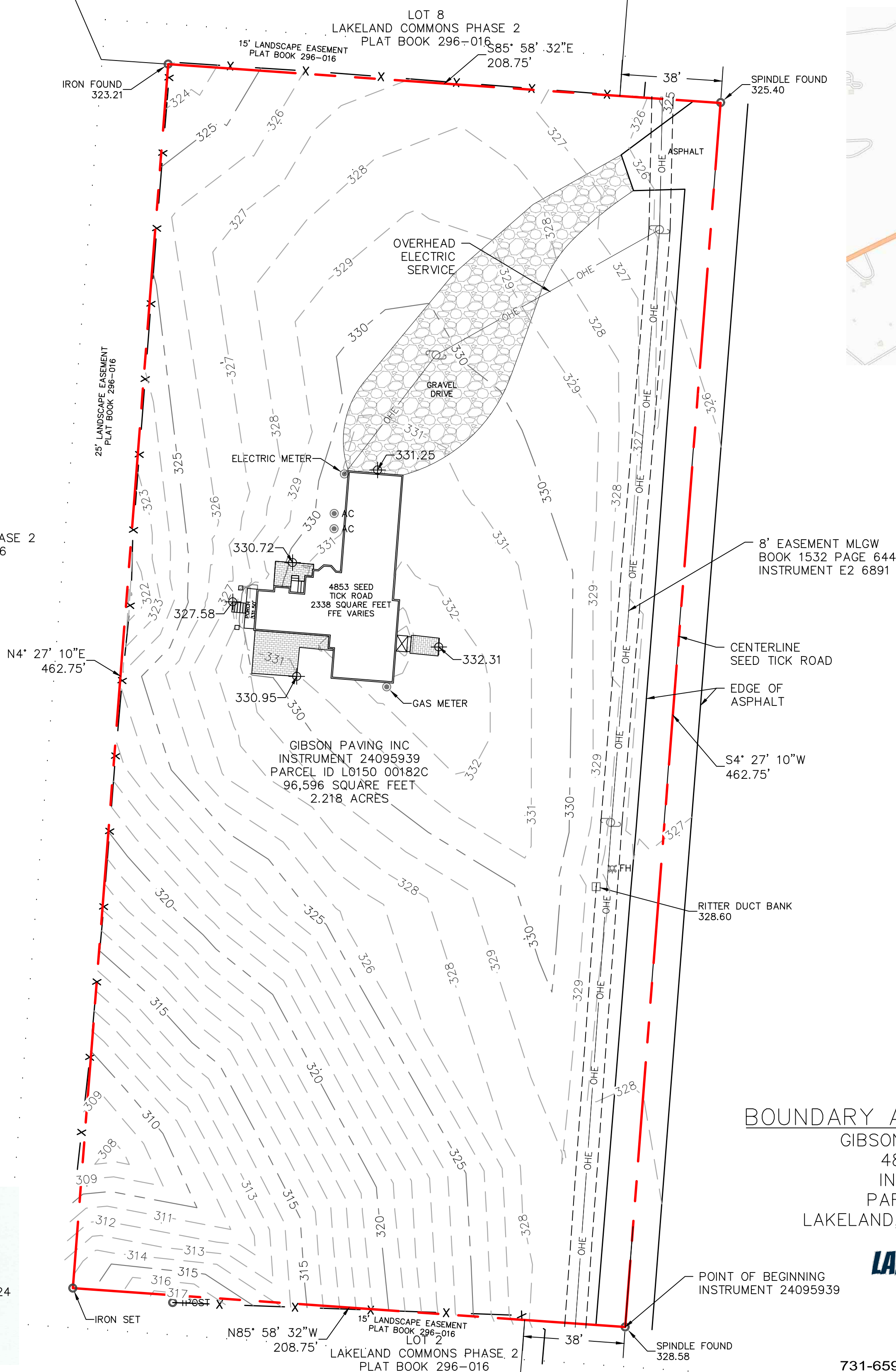
The words Grantor and Grantee shall include the plural where appropriate, and pronouns shall be construed according to their proper gender and number according to the context thereof.

** including, but not limited to, Easements of record at Book 1532, Page 644 and Instrument Numbers E2 6891 and M2 9021, all in said Register's office; and

CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY, THAT THIS IS A CLASS 1 LAND SURVEY AS DEFINED IN TITLE 62 CHAPTER 18 TENNESSEE CODE, AND THAT THE RATIO OF PRECISION EXCEEDS 1:10,000.

12/27/24
DATE
ROBERT LANCE LANIER
TN LICENSED LAND SURVEYOR 3065

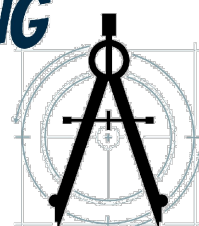


VICINITY MAP
NOT TO SCALE

BOUNDARY AND TOPOGRAPHIC SURVEY

GIBSON PAVING INC. PROPERTY
4853 SEED TICK ROAD
INSTRUMENT 24095939
PARCEL ID L0150 00182C
LAKELAND, SHELBY COUNTY, TENNESSEE

LANIER LAND SURVEYING
4090 AIRLINE ROAD
EADS TN 38028



731-659-1087 E-MAIL lance @ midsouthes.com

SHEET
1 OF 1

Meeting Cycle: Thursday, March 6, 2025

Subject: **Resolution** - approving a time extension for the Heathfield Planned Development Phase 1 Residential Subdivision Development Contract.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-30-2025.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

Arbor View Development, LLC requests a time extension for the residential development contract for Heathfield Planned Development Phase 1. The contract for Phase 1 was approved by the BOC in February 2023 and extended in February 2024. A new electric distribution line is required to provide electric service to the Heathfield Planned Development and Lakeland Meadows Planned Development. The developers are working with MLGW to install the new electric distribution line along the new section of Seed Tick Road north of Highway 70. The road construction is expected to commence in Spring 2025.

The Security for Public and Common Improvements has been increased based on an updated cost estimate for construction. Staff recommends approval of the amended residential development contract for Heathfield Planned Development.

RESOLUTION R-30-2025

APPROVING A TIME EXTENSION FOR THE HEATHFIELD PLANNED
DEVELOPMENT PHASE 1 RESIDENTIAL SUBDIVISION DEVELOPMENT
CONTRACT

-
- WHEREAS,** the Developer for Heathfield Planned Development requests an extension for the residential subdivision development contract for Phase 1; and,
- WHEREAS,** the existing development contract was approved by the Board of Commissioners on February 9, 2023 with a contract time of one (1) year and extended in February 2024 for an additional year; and,
- WHEREAS,** the existing electric service is not adequate to serve the property resulting in the need for a new distribution line; and,
- WHEREAS,** the Developer is working with MLGW and the adjacent developer to resolve the issue; and,
- WHEREAS,** the Security for common and public improvements has been increased based on an updated construction cost estimate; and
- WHEREAS,** Staff recommends a approval of an amended development contract for Heathfield Planned Development Phase 1:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is authorized to execute and the City Recorder attest the amended residential subdivision development contract for Heathfield Planned Development Phase 1.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 6th day of March 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

Trey Sowell
Arbor View Development LLC
492 Sweetbriar Road
Memphis, TN 38120

February 26, 2025

Mrs. Emily Harrell
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Dear Emily,

Please let this letter serve as our request to extend the Development Agreement for Heathfield. Also, attached you will find our most recent bid for the improvements.

Please let me know if you have any questions or if you need any additional information.

Regards,

A handwritten signature in blue ink, appearing to be 'TS' followed by a stylized flourish.

Trey Sowell

Tyrone Construction LLC
P.O. Box 1790 Olive Branch, MS
901-827-5704

Memo to:

Attn:

Project: Heathfield Phase 1
Lakeland TN

1/27/2024

Marty Tyrone

Description	Quantity	Unit	Unit Price	Bid
EROSION CONTROL				
Seeding Fertilizer	12	ac	\$1,700.00	\$20,400.00
Construction entrance	1	ea	\$2,000.00	\$2,000.00
Wattles and dams	1	ls	\$10,000.00	\$10,000.00
Silt Fence	5600	lf	\$3.50	\$19,600.00
Inlet Protection	8	ea	\$500.00	\$4,000.00
Subtotal				\$56,000.00

SITework

Clearing	1	ls	\$30,000.00	\$30,000.00
Cut and Fill	35000	cy	\$3.50	\$122,500.00
8" Soil cement	6211	sy	\$12.00	\$74,532.00
Base Course 2"	6211	sy	\$12.00	\$74,532.00
1" Surface	6211	sy	\$11.00	\$68,321.00
6-30 Curb	3723	lf	\$24.00	\$89,352.00
Blue Top Prep	1	ls	\$6,500.00	\$6,500.00
Subtotal				\$465,737.00

Storm Drainage:

15" RCP	542	lf	\$55.00	\$29,810.00
18" RCP	856	lf	\$58.00	\$49,648.00
24" RCP	884	lf	\$70.00	\$61,880.00
#12 Inlet	6	ea	\$5,000.00	\$30,000.00
#14 Inlet	4	ea	\$8,500.00	\$34,000.00
3070 Inlet	1	ea	\$4,500.00	\$4,500.00
DMH	7	ea	\$4,500.00	\$31,500.00
Rip Rap	250	tn	\$100.00	\$25,000.00
HDWL	7	ea	\$3,000.00	\$21,000.00
Spillway	1	ea	\$7,500.00	\$7,500.00
Street Cut	1	ea	\$12,000.00	\$12,000.00
Subtotal				\$306,838.00

Sewer:

6" Service	1950	lf	\$35.00	\$68,250.00
8" Sewer Main	2506	lf	\$55.00	\$137,830.00

Service Assembly	38 ea	\$400.00	\$15,200.00
4' SMH	13 ea	\$5,000.00	\$65,000.00
Tie to exist	1 ea	\$2,500.00	\$2,500.00
Subtotal			\$288,780.00

MLGW WATER ESTIMATE

8" Main	1795 lf	\$62.00	\$111,290.00
12" Main	1440 lf	\$84.00	\$120,960.00
6" DIP	60 lf	\$45.00	\$2,700.00
Service line	700 lf	\$16.00	\$11,200.00
Service Assembly	27 ea	\$450.00	\$12,150.00
2" Irrigation service	2 ea	\$2,500.00	\$5,000.00
F.H. Assembly	6 ea	\$8,000.00	\$48,000.00
8" Valve	8 ea	\$2,500.00	\$20,000.00
12" Valve	1 ea	\$4,800.00	\$4,800.00
8"Ells	8 ea	\$900.00	\$7,200.00
12" Ells	12 ea	\$1,200.00	\$14,400.00
Tie to exist Tap	1 ea	\$1,500.00	\$1,500.00
Irrigation sleeve	400 lf	\$18.00	\$7,200.00
Subtotal			\$366,400.00

Total		\$1,483,755.00
Lot Cost		\$54,953.89

Exclusions:	Surveying not included
	Undercut of unsuitable material not included
	Compaction Testing not included

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2025**, by and between **ARBORVIEW DEVELOPMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **27-lot** subdivision to be known as **Heathfield at Scotts Creek Planned Development Phase 1** (“Subdivision”); and

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision plan submitted by Developer with respect to the Subdivision (“Preliminary Development Plan”); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City’s Design Review Commission (“DRC”) approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City’s standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.

Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners (“BOC”), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer’s compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained and all other consideration herein recited, it is understood and agreed as follows:

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated January 15, 2021, approved by the MPC on January 21, 2021 and Board of Commissioners on March 11, 2021 and Preliminary Development Plan dated June 14, 2021, approved by the MPC on June 17, 2021 and Board of Commissioners on July 8, 2021 as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee’s intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

7. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer's obligations hereunder is subject to the approval of the City Attorney.

8. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Fifty-Eight Thousand Eight Hundred Forty-Seven Dollars and Sixty Cents (\$258,847.60)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested.”

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker’s compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. “All States Endorsement” is required or a Certificate of the State Worker’s Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker’s compensation insurance, Developer shall not be required to furnish insurance against worker’s compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer’s employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer’s employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

11. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(c) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

(d) Developer shall also furnish, in writing, the itemized as-built construction cost of all public improvements.

15. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision.

Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (3) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any

defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Eighty-Three Thousand Seven Hundred Dollars (\$83,700)**, which reflects the sewer development fee as required by Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer

determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

35. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Subdivision Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Thirteen Thousand Five Hundred Dollars (\$13,500)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the

Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

40. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

41. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

42. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

43. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

44. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

“The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Eight Thousand One Hundred Dollars (\$8,100)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Eight Thousand Six Hundred Dollars (\$8,600)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Two Thousand Eight Hundred Dollars (\$2,800)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **One Thousand Five Hundred Dollars (\$1,500)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Four Hundred Ninety Dollars and Seventy-Five Cents (\$490.75)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Two Thousand Seven Hundred Dollars (\$2,700)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand One Hundred Sixty-Three Dollars (\$1,163)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **One Thousand Three Hundred Fifty Dollars (\$1,350)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Six Hundred Thirty-Two Dollars and Sixty Cents (\$632.60)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

59. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

60. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

61. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Eighteen Thousand Two Hundred Twenty Dollars and Forty-One Cents (\$18,220.41)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer’s property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney’s fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

68. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language “all streets shall be kept clear and free of dirt and debris” in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

69. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

70. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

71. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

72. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

73. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

74. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

76. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

With Required Copies To:
City Engineer; and
City Attorney
At same address as above.

- (ii) DEVELOPER
ARBORVIEW DEVELOPMENTS, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120

77. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

78. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$83,700.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$13,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$8,100.00
(8)	Construction Inspection Fee	\$8,600.00
(9)	Administrative Review Fee	\$2,800.00
(10)	Geographical Information Systems Fee	\$1,500.00
(11)	Natural Resources Inventory & Analysis Fee	\$490.75
(12)	Parkland Improvement Fee	\$2,700.00
(13)	Tree Removal Fee	\$1,163.00
(14)	Warning Siren Fee	\$1,350.00
(15)	Parkland Dedication Fee	\$18,220.41
(16)	Parkland Review Fee	\$632.60
	Total	\$142,756.76

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2025**.

DEVELOPER:
ARBORVIEW DEVELOPMENTS, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, the within named bargainer, a corporation, and that such officer, as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as managing partner, by himself as _____.

Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet			
Heathfield at Scotts Creek Phase 1			
			27 Lots
	Per Lot Fee		11.63 Acres
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$83,700.00
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A
Sewer Connection Fee (per connection)			N/A
Drainage Control Fee w/basin (per lot)	\$500.00		\$13,500.00
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A
Engineering Review Fee (per lot)	\$300.00		\$8,100.00
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$8,600.00
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$2,800.00
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$490.75
Street Light Fee	100% of Cost		N/A
Road Cut Fees	\$35.00		N/A
Warning Siren (per lot)	\$50.00		\$1,350.00
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,163.00
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,500.00
Parkland Improvement Fee (per lot)	\$100.00		\$2,700.00
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$632.60
		Total =	\$124,536.35
	Acres/Lot =	0.43074074	
Park Land Formula (D=LxAxPxM)			
L=Number of Lots (D.U.)	L =	27	
A=Avg. Family Size - use 2.94	A =	2.94	
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010	
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.57	
D=Dedication in acres	D =	1.246266	Acres
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of
Total Dollar Value Required in Lieu of Dedication		=	\$18,220.41
Total Amount Due			\$142,756.76