



The Columbia Planning Commission Development Review Committee will meet on Tuesday, February 11, 2025 at 10:00 AM in Conference Room B, First Floor, City Hall, to consider the following:

I. Items For Review

1. Request from Jansen Dakin for Final Plat approval with surety of Lot 1 in the Honey Farm Crossings PUD at [Nashville Highway, Honey Farm Way and Leafcutter Bee Road, being a portion Tax Map 51 Parcel 58.](#)

Documents:

1. 25-0029\_Final Plat\_01-21-2025
2. 25-0029\_Development Agreement\_01-21-2025
3. 25-0029\_Application\_01-21-2025

2. Request from Allen B. O'Leary for Final Plat approval of the East 16th Street Townhomes consisting of four units located at [111 E. 16th Street, being Tax Map 100L Group S Parcel 9.](#)

Documents:

1. 25-0028\_Final Plat\_01-21-2025
2. 25-0028\_Development Agreement\_01-21-2025
3. 25-0028\_Submittal Letter\_01-21-2025
4. 25-0028\_Application\_01-21-2025

3. Request from Allen B. O'Leary for Final Plat approval with surety of Williamsport Landing Phase 3 consisting of 28 lots off [Williamsport Pike at Oak Springs Drive, being a 12.66 acre portion of Tax Map 88 Parcel 51.05.](#)

Documents:

1. 25-0027\_Final Plat\_01-21-2025
  2. 25-0027\_Development Agreement\_01-21-2025
  3. 25-0027\_Submittal Letter\_01-21-2025
  4. 25-0027\_Application\_01-21-2025
4. Request from Josh Rowland for Annexation with a Plan of Services and Rezoning to CD-4C (General Urban Corridor Character District) and CD-3 (Neighborhood Character District) of [1754 Hampshire Pike, consisting of 104 acres at Tax Map 88 Parcel 71.01.](#)

Documents:

1. 24-0491\_Concept Plan\_01-21-2025
2. 24-0491\_Rezoning Districts Exhibit\_01-21-2025
3. 24-0491\_Survey\_01-21-2025
4. 24-0491\_Water Availability Letter\_01-21-2025
5. 24-0491\_Fire Flow Analysis\_01-21-2025
6. 24-0491\_Power Availability Letter\_01-21-2025
7. 24-0491\_Wastewater Availability Letter\_01-21-2025
8. 24-0491\_Criteria Response Letter\_01-21-2025
9. 24-0491\_Parcel Legal Description\_01-21-2025
10. 24-0491\_Property Owner Permission Form\_01-21-2025
11. 24-0491\_Application\_01-21-2025

## II. Items for Additional Review

1. Request from Jake Vincent for Final Plat approval with surety of Bear Springs PUD Subdivision Phase 1B, consisting of 35 lots on a 3.47 acre portion of [Tax Map 92 Parcel 14.05 off Bear Creek Pike and Seminole Drive.](#)

Documents:

1. 24-0537\_Deferral Email\_1-13-2025
  2. 24-0537\_DRC Comments\_01-07-2025
  3. 24-0537\_Final Plat\_12-16-2024
  4. 24-0537\_Development Agreement\_12-16-2024
  5. 24-0537\_Application\_12-16-2024
2. Request from Curt Harakas for Final Plat approval with surety of Bullock Street Townhomes PUD consisting of 16 units at [600 and 602 Bullock Street, being Tax Map 89M Group A 20 and 20.01.](#)

Documents:

1. 24-0525\_Deferral Email
2. 24-0525\_DRC Comments\_01-07-2025



3. 24-0525\_Final Plat\_12-16-2024
4. 24-0525\_Recorded LTMA\_01-21-2025
5. 24-0525\_Development Agreement\_01-21-2025
6. 24-0525\_Water Availability\_05-19-2023
7. 24-0525\_Fire Flow\_01-17-2023
8. 24-0525\_WW Will Serve\_05-15-2023
9. 24-0525\_Application\_12-16-2024

## Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

21st day of January, 2025,  
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

EMG Honey Farm, LLC, the DEVELOPER (hereinafter the  
"DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made  
a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter  
the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal  
Planning Commission (hereinafter the "CMPC") on the

8th day of December, 2022,  
pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Subdivision Regulations of  
Columbia, Tennessee (hereinafter the "SUBDIVISION REGULATIONS"); and,

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

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

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

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the utility systems and public  
infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to  
construct, in accordance with the Subdivision Regulations and other rules, regulations, and ordinances  
of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost;  
and,

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

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

## **B1 General Conditions**

### **B1.1 Construction Costs**

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

### **B1.2 City Ordinances, Rules and Regulations**

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

### **B1.3 Fees**

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

### **B1.4 Inspection**

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

### **B1.5 Right of Entry**

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

### **B1.6 Easements**

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

### **B1.7 Stormwater Maintenance Agreement**

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

#### **B1.8 Attorney Fees and Other Expenses**

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

#### **B1.9 Agreement Not Assignable**

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

#### **B1.10 Revocation and Interpretation**

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

#### **B1.11 No Oral Agreement**

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings.

#### **B1.12 Separability**

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

#### **B 1.13 Transferability**

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

#### **B1.14 Indemnity**

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

### **B1.15 Binding Effect**

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

### **B1.16 Entire Agreement**

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

### **B1.17 Headings**

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

## **B2 Performance Surety**

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the CMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in Chapter 4: Performance Agreement of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

## **B3 Construction**

### **B3.1 Construction Plans**

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all storm water management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Engineering Standards and Specifications, all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

### **B3.2 Commencement of Construction**

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

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

### **B3.3 Site Grading**

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

### **B3.4 Storm Water Management Systems**

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

### **B3.5 Street Construction**

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material and density testing. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas directed by the CITY Engineer, prior to application of final surface.

### **B3.6 Time Period for Construction**

The DEVELOPER agrees to be bound to complete, within three (3) years of commencement of construction, all IMPROVEMENTS shown on the plat and plans and all things required by this agreement.

The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the CITY, the DEVELOPER shall submit a written request for extension of the agreement period to the CITY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for the DEVELOPER's failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the performance surety executed to secure the value of the work to be performed under this agreement, due to inflation or rising costs, is determined to be inadequate by the City Engineer to secure the cost of said IMPROVEMENTS at the time an extension is sought, the DEVELOPER will provide the additional security to bring the performance surety amount in line with current cost projections as made by the CITY. The DEVELOPER understands that the DEVELOPER's failure to follow the extension procedure constitutes a breach of this agreement and places the DEVELOPER in violation of the Subdivision Regulations. The DEVELOPER further understands, that should the DEVELOPER fail to complete any part of the work outlined in this agreement in a good and workmanlike manner as approved, the CITY shall reserve the right to withhold and withdraw all building permits within the PROJECT until all items of this Agreement have been fulfilled by the DEVELOPER.

### **B3.7 Off-Site Improvements**

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

### **B3.9 Inspection and Compliance**

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

### **B3.10 Testing**

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

### **B3.11 Scrap Removal**

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

### **B3.12 Traffic Control**

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to the CITY for review and approval. All traffic control and safety devices, including

signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

### **B3.13 Temporary Facilities**

The DEVELOPER shall provide all temporary facilities including but not limited to utilities and roadways, that are determined by the CITY to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.



## **B4 Acceptance of Improvements**

### **B4.1 Completion of Improvements**

At such time as the improvements have been constructed and installed, in accordance with the Constructions Plans and specifications, required testing and inspections completed and found satisfactory, and all clean-up and cover-up has been done to the satisfaction the City Engineer, a letter requesting preliminary acceptance of the PROJECT will be provided by the DEVELOPER. Formal acceptance shall follow the procedure established in the Subdivision Regulations.

The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

### **B4.2 As-Built Drawings and Post-Completion Items**

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the sanitary sewer, storm water management, water mains and service system, and streets within the subdivision before the CITY shall accept the subdivision.

### **B4.3 Acceptance of Facilities**

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

### **B4.4 Failure to Install**

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

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

| PROJECT                                                                           |                              |
|-----------------------------------------------------------------------------------|------------------------------|
| <i>Completed by the Developer</i>                                                 | <i>Completed by the City</i> |
| EMG Honey Farm, LLC                                                               |                              |
| DEVELOPER NAME                                                                    |                              |
| Drew Smith                                                                        |                              |
| AUTHORIZED AGENT NAME                                                             | CITY ENGINEER                |
|  |                              |
| SIGNATURE                                                                         | SIGNATURE                    |
| January 21, 2025                                                                  |                              |
| DATE                                                                              | DATE                         |
| 6148 Lee Highway, Suite 300                                                       |                              |
| STREET                                                                            |                              |
| Chattanooga, TN 37421                                                             |                              |
| CITY, STATE, ZIP                                                                  |                              |
| 469-585-7913                                                                      |                              |
| PHONE                                                                             |                              |
| drew.smith@equitasmg.com                                                          |                              |
| EMAIL                                                                             |                              |
| <i>Attest</i>                                                                     | <i>Attest</i>                |
|                                                                                   |                              |
| ATTEST NAME                                                                       | ATTEST NAME                  |
|                                                                                   |                              |
| ATTEST SIGNATURE                                                                  | ATTEST SIGNATURE             |
|                                                                                   |                              |
| DATE                                                                              | DATE                         |



PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

**Final Plat:** \* 1 hard copy of all materials for submittal + PDF copy on a USB flash drive (no multiple applications on one storage device)

*Fold hard copy submittals larger than 8½"x11"*

**All Others:** \* Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

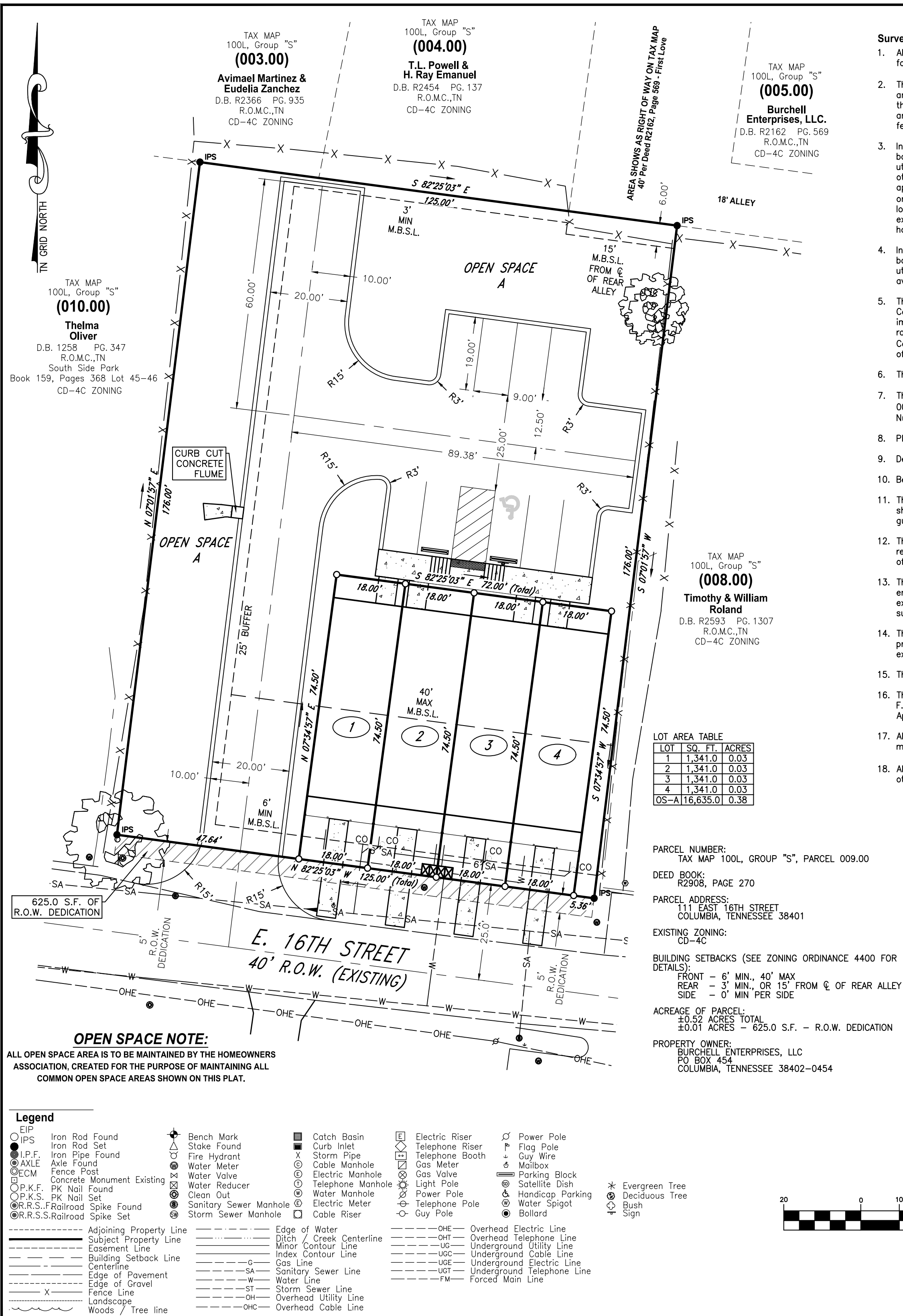
|                                       |                                                          |        |                |
|---------------------------------------|----------------------------------------------------------|--------|----------------|
| ADDRESS/LOCATION                      | 2248 Nashville Highway, Columbia, TN 38401               |        |                |
|                                       | TAX MAP: 051                                             | GROUP: | PARCEL: 058.00 |
| SUMMARY OF NATURE OF REQUEST AND WORK | Subdividing lot 1 of the Honey Farm Crossing Subdivision |        |                |

|                                    |  |                                                        |
|------------------------------------|--|--------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE |  | Pre-application meetings are scheduled for Wednesdays. |
|------------------------------------|--|--------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Comprehensive Plan Amendment</li><li><input type="checkbox"/> Annexation</li><li><input type="checkbox"/> Rezoning</li><li><input type="checkbox"/> Preliminary Plat</li><li><input checked="" type="checkbox"/> Final Plat</li><li><input type="checkbox"/> PUD Preliminary Master Plan</li><li><input type="checkbox"/> PUD Final Site Plan</li><li><input type="checkbox"/> Site Development Plan</li><li><input type="checkbox"/> Other:</li></ul> <p><i>*File naming nomenclature examples:</i></p> <p><i>Freedom Point Site Plan</i><br/><i>Freedom Point Master Plan</i><br/><i>Freedom Point Final Plat</i></p> | <p><b><u>Annexations:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Annexation Permission Form</li></ul> <p><b><u>Annexations/Rezoning/Plan Amendments:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Requested Zone Listed</li><li><input type="checkbox"/> Statement of Compliance with Comprehensive Plan</li><li><input type="checkbox"/> Concept Plan</li></ul> <p><b><u>Preliminary Plats/Site Development Plans:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Plans and/or Plats conforming to City standards with signed and completed check list</li></ul> <p><b><u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Receipt of Payment for Pre-Application Meeting</li><li><input type="checkbox"/> Written Legal Description copy</li><li><input type="checkbox"/> Columbia Water System Availability Letter</li><li><input type="checkbox"/> Columbia Waste Water Department Will Serve Letter</li></ul> |







### Surveyor's Notes

1. All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
2. The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
3. Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
4. Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
5. The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
6. The area of the parcels as shown hereon.
7. This property currently identified as Tax Map No. 100L, Group "S" Parcel No. 009.00, Maury County. For designation shown thus ( ) indicates Parcel Numbers for said map.
8. Plot reference: 159, Page 368
9. Deed reference: Book R2908, Page 270
10. Bearings based on: Tennessee State Plane, NAD 83.
11. This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
12. This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
13. This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
14. The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
15. The certification is not an expressed or implied warranty or guarantee.
16. This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0285E, dated April 16, 2007, and shown hereon graphically.
17. All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
18. All property corners are  $\frac{1}{2}$ " rebar with cap reading "WES 1987" unless otherwise noted.

## Location Map

**PURPOSE NOTE:**

The purpose of this plat is to create 4 residential townhome units with open space and dedicate right-of-way.

### GENERAL NOTE

The recording of this plat vacates, voids, and supercedes lots 47, 48, 49, 50, & 51 as shown on previous plat of record 159 page 368.

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2908, Page 270, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date \_\_\_\_\_ BURCHELL ENTERPRISES, LLC

## CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, STREET SIGNS, AND UTILITIES

hereby certify that the streets, drainage, and utilities designated in EAST 16TH STREET  
TOWNHOMES have been installed in accordance with City Specifications, or a  
performance surety in the amount of \$\_\_\_\_\_ for streets and drainage has  
been posted with the City of Columbia, Tennessee, to assure completion of such  
improvements.

Date \_\_\_\_\_ City Engineer  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME AND STREET NAMES**

Subdivision name and street names approved by the City Engineering Department and  
by E-911 Maury County.

|      |                                           |
|------|-------------------------------------------|
| Date | Maury County E-911<br>Columbia, Tennessee |
|------|-------------------------------------------|

## CERTIFICATE OF COMPLIANCE

hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Date \_\_\_\_\_ City Engineer  
Columbia, Tennessee

## CERTIFICATE OF APPROVAL FOR RECORDING

hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register:

|      |                                                       |
|------|-------------------------------------------------------|
| Date | Secretary, Planning Commission<br>Columbia, Tennessee |
|------|-------------------------------------------------------|

### SURVEYOR'S CERTIFICATION (TENNESSEE)

hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

1/21/25  
Date

Allen B. O'Leary  
Allen B. O'Leary

TN RLS #1987  
Number



## Register of Deed Recording Stamp

**WES ENGINEERS & SURVEYORS**  
CIVIL ENGINEERS & LAND SURVEYORS  
2486 NASHVILLE HIGHWAY  
COLUMBIA, TN 38401  
PHONE: (931) 388-2329  
[www.wesengineers.com](http://www.wesengineers.com)

**Client**  
BURCHELL ENTERPRISES, LLC  
PO BOX 454  
COLUMBIA, TN 38402

**FINAL PLAT**  
**EAST 16TH STREET TOWNHOMES**  
111 EAST 16TH STREET, COLUMBIA, TN 38401

|  |                  |  |           |      |
|--|------------------|--|-----------|------|
|  | Drawing: CG      |  | REVISIONS | DATE |
|  | Checklist: EB    |  |           |      |
|  | Approved: AQ     |  |           |      |
|  | Date: 01-21-2025 |  |           |      |

|       |                                                            |
|-------|------------------------------------------------------------|
| 23524 | Scale: _____<br>Vertical: _____<br>Horizontal: $1'' = 20'$ |
|-------|------------------------------------------------------------|

1 of 1

## Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ,  
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

\_\_\_\_\_, the DEVELOPER (hereinafter the  
"DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made  
a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter  
the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal  
Planning Commission (hereinafter the "CMPC") on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ,  
pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Subdivision Regulations of  
Columbia, Tennessee (hereinafter the "SUBDIVISION REGULATIONS"); and,

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

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

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

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the utility systems and public  
infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to  
construct, in accordance with the Subdivision Regulations and other rules, regulations, and ordinances  
of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost;  
and,

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

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

## **B1 General Conditions**

### **B1.1 Construction Costs**

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

### **B1.2 City Ordinances, Rules and Regulations**

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

### **B1.3 Fees**

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

### **B1.4 Inspection**

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

### **B1.5 Right of Entry**

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

### **B1.6 Easements**

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

### **B1.7 Stormwater Maintenance Agreement**

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

#### **B1.8 Attorney Fees and Other Expenses**

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

#### **B1.9 Agreement Not Assignable**

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

#### **B1.10 Revocation and Interpretation**

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

#### **B1.11 No Oral Agreement**

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings.

#### **B1.12 Separability**

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

#### **B 1.13 Transferability**

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

#### **B1.14 Indemnity**

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



### **B1.15 Binding Effect**

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

### **B1.16 Entire Agreement**

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

### **B1.17 Headings**

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

## **B2 Performance Surety**

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the CMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in Chapter 4: Performance Agreement of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

## **B3 Construction**

### **B3.1 Construction Plans**

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all storm water management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Engineering Standards and Specifications, all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

### **B3.2 Commencement of Construction**

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

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

### **B3.3 Site Grading**

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

### **B3.4 Storm Water Management Systems**

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

### **B3.5 Street Construction**

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material and density testing. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas directed by the CITY Engineer, prior to application of final surface.

### **B3.6 Time Period for Construction**

The DEVELOPER agrees to be bound to complete, within three (3) years of commencement of construction, all IMPROVEMENTS shown on the plat and plans and all things required by this agreement.

The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the CITY, the DEVELOPER shall submit a written request for extension of the agreement period to the CITY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for the DEVELOPER's failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the performance surety executed to secure the value of the work to be performed under this agreement, due to inflation or rising costs, is determined to be inadequate by the City Engineer to secure the cost of said IMPROVEMENTS at the time an extension is sought, the DEVELOPER will provide the additional security to bring the performance surety amount in line with current cost projections as made by the CITY. The DEVELOPER understands that the DEVELOPER's failure to follow the extension procedure constitutes a breach of this agreement and places the DEVELOPER in violation of the Subdivision Regulations. The DEVELOPER further understands, that should the DEVELOPER fail to complete any part of the work outlined in this agreement in a good and workmanlike manner as approved, the CITY shall reserve the right to withhold and withdraw all building permits within the PROJECT until all items of this Agreement have been fulfilled by the DEVELOPER.

### **B3.7 Off-Site Improvements**

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

### **B3.9 Inspection and Compliance**

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

### **B3.10 Testing**

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

### **B3.11 Scrap Removal**

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

### **B3.12 Traffic Control**

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to the CITY for review and approval. All traffic control and safety devices, including

signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

### **B3.13 Temporary Facilities**

The DEVELOPER shall provide all temporary facilities including but not limited to utilities and roadways, that are determined by the CITY to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

## **B4 Acceptance of Improvements**

### **B4.1 Completion of Improvements**

At such time as the improvements have been constructed and installed, in accordance with the Constructions Plans and specifications, required testing and inspections completed and found satisfactory, and all clean-up and cover-up has been done to the satisfaction the City Engineer, a letter requesting preliminary acceptance of the PROJECT will be provided by the DEVELOPER. Formal acceptance shall follow the procedure established in the Subdivision Regulations.

The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

### **B4.2 As-Built Drawings and Post-Completion Items**

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the sanitary sewer, storm water management, water mains and service system, and streets within the subdivision before the CITY shall accept the subdivision.

### **B4.3 Acceptance of Facilities**

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

### **B4.4 Failure to Install**

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

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

| <u>East 16th Street Townhomes</u><br>PROJECT         |                              |
|------------------------------------------------------|------------------------------|
| <i>Completed by the Developer</i>                    | <i>Completed by the City</i> |
| <u>Burchell Properties</u><br>DEVELOPER NAME         |                              |
| <u>Aubrey Todd Burchell</u><br>AUTHORIZED AGENT NAME |                              |
| <u>A.T. Burchell</u><br>SIGNATURE                    |                              |
| <u>1/16/25</u><br>DATE                               |                              |
| <u>1159 Trotwood Ave - STE E</u><br>STREET           |                              |
| <u>Columbia, TN 38401</u><br>CITY, STATE, ZIP        |                              |
| <u>931 698 1634</u><br>PHONE                         |                              |
| <u>noahburchell10@gmail.com</u><br>EMAIL             |                              |
| <i>Attest</i>                                        | <i>Attest</i>                |
| <u>Erik Bakke</u><br>ATTEST NAME                     |                              |
| <u>Erik Bakke</u><br>ATTEST SIGNATURE                |                              |
| <u>1/16/25</u><br>DATE                               |                              |
|                                                      | <u></u><br>CITY ENGINEER     |
|                                                      | <u></u><br>SIGNATURE         |
|                                                      | <u></u><br>DATE              |
|                                                      | <u></u><br>ATTEST NAME       |
|                                                      | <u></u><br>ATTEST SIGNATURE  |
|                                                      | <u></u><br>DATE              |



January 21, 2025

City of Columbia  
Development Services  
700 North Garden Street  
Columbia, TN 38401

**RE: Project Name: 111 East 16<sup>th</sup> Street Townhomes, Final Plat**  
City of Columbia Staff Review Submittal

On behalf of Burchell Enterprises, LLC, the owner of these 4 proposed single family townhome units, **WES Engineers & Surveyors** would like to submit this Final Plat to the City of Columbia for Planning Commission approval.

If you have any questions or comments with this submittal, please do not hesitate to contact me directly.

Sincerely,  
**WES Engineers & Surveyors**

A handwritten signature in black ink that reads 'Allen B. O'Leary'. The signature is written in a cursive style with a large, looping 'L' at the end.

Allen B. O'Leary, RLS  
Principal



PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

**Final Plat:** \* 1 hard copy of all materials for submittal + PDF copy on a USB flash drive (no multiple applications on one storage device)

*Fold hard copy submittals larger than 8½"x11"*

**All Others:** \* Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

|                                       |                                                                                     |          |                |
|---------------------------------------|-------------------------------------------------------------------------------------|----------|----------------|
| ADDRESS/LOCATION                      | 111 East 16th St, Columbia, TN                                                      |          |                |
|                                       | TAX MAP: 100L                                                                       | GROUP: S | PARCEL: 009.00 |
| SUMMARY OF NATURE OF REQUEST AND WORK | To create 4 single family townhome units with open space and dedicate right-of-way. |          |                |

|                                    |  |                                                               |
|------------------------------------|--|---------------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE |  | <i>Pre-application meetings are scheduled for Wednesdays.</i> |
|------------------------------------|--|---------------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Comprehensive Plan Amendment</li><li><input type="checkbox"/> Annexation</li><li><input type="checkbox"/> Rezoning</li><li><input type="checkbox"/> Preliminary Plat</li><li><input checked="" type="checkbox"/> Final Plat</li><li><input type="checkbox"/> PUD Preliminary Master Plan</li><li><input type="checkbox"/> PUD Final Site Plan</li><li><input type="checkbox"/> Site Development Plan</li><li><input type="checkbox"/> Other:</li></ul> <p><i>*File naming nomenclature examples:</i></p> <p><i>Freedom Point Site Plan</i><br/><i>Freedom Point Master Plan</i><br/><i>Freedom Point Final Plat</i></p> | <p><b><u>Annexations:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Annexation Permission Form</li></ul> <p><b><u>Annexations/Rezoning/Plan Amendments:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Requested Zone Listed</li><li><input type="checkbox"/> Statement of Compliance with Comprehensive Plan</li><li><input type="checkbox"/> Concept Plan</li></ul> <p><b><u>Preliminary Plats/Site Development Plans:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Plans and/or Plats conforming to City standards with signed and completed check list</li></ul> <p><b><u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Receipt of Payment for Pre-Application Meeting</li><li><input type="checkbox"/> Written Legal Description copy</li><li><input type="checkbox"/> Columbia Water System Availability Letter</li><li><input type="checkbox"/> Columbia Waste Water Department Will Serve Letter</li></ul> |



|  |                                                                                                            |
|--|------------------------------------------------------------------------------------------------------------|
|  | <b>Plats/PUDs:</b>                                                                                         |
|  | <input checked="" type="checkbox"/> Project Name (include Sections & Phases)<br>East 16th Street Townhomes |
|  | <input checked="" type="checkbox"/> Total Number of Lots/Residential Units<br>4                            |
|  | <input type="checkbox"/> Square Footage of Non-Residential Floor Space                                     |
|  | <input checked="" type="checkbox"/> Total acreage<br>±0.52                                                 |

Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application. Any requests to defer or move the item to future meeting dates must be requested by the resubmittal date listed on the Planning Commission schedule.

#### APPLICANT

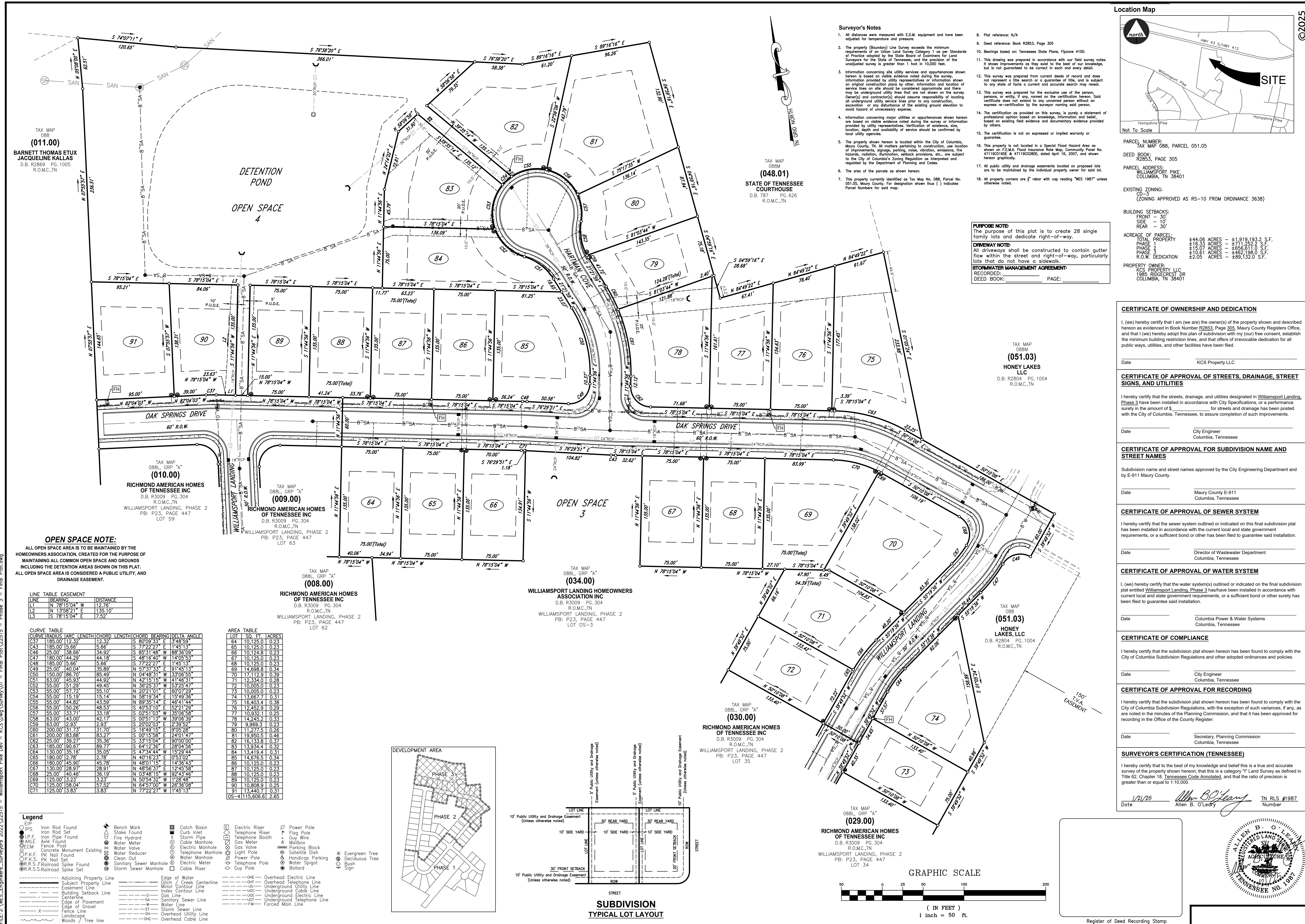
All communications go to the Applicant's email that is provided.

|         |                                          |       |                        |
|---------|------------------------------------------|-------|------------------------|
| NAME    | Allen B O'Leary                          | PHONE | 931-388-2329           |
| ADDRESS | 2486 Nashville Hwy<br>Columbia, TN 37401 | EMAIL | allen@wesengineers.com |

|                     |                                |       |                          |
|---------------------|--------------------------------|-------|--------------------------|
| PROPERTY OWNER NAME | Burchell Enterprises, LLC      | PHONE | 931-698-1634             |
| ADDRESS             | PO Box 454, Columbia, TN 38402 | EMAIL | noahburchell10@gmail.com |

*If owner is not a natural person, documentation must be provided showing signing authority on behalf of the entity. If multiple persons are listed as owners in the records of the Maury County Assessor, all owners must sign or the signatory must provide documentation of authority to apply on behalf of record owner (i.e., Power of Attorney or notarized Letter of Authorization). In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.*

|                                                    |                                                                                                                 |                        |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------|
| <u>Allen B O'Leary</u><br>APPLICANT NAME           | <br>APPLICANT SIGNATURE     | <u>1/16/25</u><br>DATE |
| <u>Aubrey Todd Burchell</u><br>PROPERTY OWNER NAME | <br>PROPERTY OWNER SIGNATURE | <u>1/16/24</u><br>DATE |



## Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

14<sup>th</sup> day of January, 2025,  
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

KCS Property, LLC, the DEVELOPER (hereinafter the  
"DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made  
a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM and referred  
to as Williamport Landing (hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal  
Planning Commission (hereinafter the "CMPC") on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Subdivision Regulations of  
Columbia, Tennessee (hereinafter the "SUBDIVISION REGULATIONS"); and,

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

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

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

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the utility systems and public  
infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to  
construct, in accordance with the Subdivision Regulations and other rules, regulations, and ordinances  
of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost;  
and,

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

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



## **B1 General Conditions**

### **B1.1 Construction Costs**

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

### **B1.2 City Ordinances, Rules and Regulations**

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

### **B1.3 Fees**

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

### **B1.4 Inspection**

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

### **B1.5 Right of Entry**

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

### **B1.6 Easements**

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

### **B1.7 Stormwater Maintenance Agreement**

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

### **B1.8 Attorney Fees and Other Expenses**

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

### **B1.9 Agreement Not Assignable**

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

### **B1.10 Revocation and Interpretation**

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

### **B1.11 No Oral Agreement**

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings.

### **B1.12 Separability**

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

### **B 1.13 Transferability**

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

### **B1.14 Indemnity**

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

### **B1.15 Binding Effect**

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

### **B1.16 Entire Agreement**

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

### **B1.17 Headings**

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

## **B2 Performance Surety**

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the CMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in Chapter 4: Performance Agreement of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

## **B3 Construction**

### **B3.1 Construction Plans**

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all storm water management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Engineering Standards and Specifications, all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

### **B3.2 Commencement of Construction**

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

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

### **B3.3 Site Grading**

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

### **B3.4 Storm Water Management Systems**

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

### **B3.5 Street Construction**

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material and density testing. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas directed by the CITY Engineer, prior to application of final surface.

### **B3.6 Time Period for Construction**

The DEVELOPER agrees to be bound to complete, within three (3) years of commencement of construction, all IMPROVEMENTS shown on the plat and plans and all things required by this agreement.

The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the CITY, the DEVELOPER shall submit a written request for extension of the agreement period to the CITY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for the DEVELOPER's failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the performance surety executed to secure the value of the work to be performed under this agreement, due to inflation or rising costs, is determined to be inadequate by the City Engineer to secure the cost of said IMPROVEMENTS at the time an extension is sought, the DEVELOPER will provide the additional security to bring the performance surety amount in line with current cost projections as made by the CITY. The DEVELOPER understands that the DEVELOPER's failure to follow the extension procedure constitutes a breach of this agreement and places the DEVELOPER in violation of the Subdivision Regulations. The DEVELOPER further understands, that should the DEVELOPER fail to complete any part of the work outlined in this agreement in a good and workmanlike manner as approved, the CITY shall reserve the right to withhold and withdraw all building permits within the PROJECT until all items of this Agreement have been fulfilled by the DEVELOPER.

### **B3.7 Off-Site Improvements**

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

### **B3.9 Inspection and Compliance**

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

### **B3.10 Testing**

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

### **B3.11 Scrap Removal**

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

### **B3.12 Traffic Control**

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to the CITY for review and approval. All traffic control and safety devices, including



signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

### **B3.13 Temporary Facilities**

The DEVELOPER shall provide all temporary facilities including but not limited to utilities and roadways, that are determined by the CITY to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

## **B4 Acceptance of Improvements**

### **B4.1 Completion of Improvements**

At such time as the improvements have been constructed and installed, in accordance with the Constructions Plans and specifications, required testing and inspections completed and found satisfactory, and all clean-up and cover-up has been done to the satisfaction the City Engineer, a letter requesting preliminary acceptance of the PROJECT will be provided by the DEVELOPER. Formal acceptance shall follow the procedure established in the Subdivision Regulations.

The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

### **B4.2 As-Built Drawings and Post-Completion Items**

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the sanitary sewer, storm water management, water mains and service system, and streets within the subdivision before the CITY shall accept the subdivision.

### **B4.3 Acceptance of Facilities**

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

### **B4.4 Failure to Install**

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

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

| PROJECT<br><u>Williamsport Landing</u>        |                              |
|-----------------------------------------------|------------------------------|
| <b>Completed by the Developer</b>             | <b>Completed by the City</b> |
| DEVELOPER NAME<br><u>KES Property LLC</u>     |                              |
| AUTHORIZED AGENT NAME<br><u>Wade Kincaid</u>  | CITY ENGINEER                |
| SIGNATURE<br><u>[Signature]</u>               | SIGNATURE                    |
| DATE<br><u>1/14/2025</u>                      | DATE                         |
| STREET<br><u>1985 Ridgcrest Dr.</u>           |                              |
| CITY, STATE, ZIP<br><u>Columbia, TN 38401</u> |                              |
| PHONE<br><u>931-490-9782</u>                  |                              |
| EMAIL<br><u>Wade@kesllc.com</u>               |                              |
| <b>Attest</b>                                 | <b>Attest</b>                |
| ATTEST NAME<br><u>AL Nickel</u>               | ATTEST NAME                  |
| ATTEST SIGNATURE<br><u>[Signature]</u>        | ATTEST SIGNATURE             |
| DATE<br><u>1/14/25</u>                        | DATE                         |



January 21, 2025

City of Columbia  
Development Services  
700 North Garden Street  
Columbia, TN 38401

**RE: Project Name: Williamsport Landing, Phase 3, Final Plat**  
City of Columbia Staff Review Submittal

On behalf of KCS Property, LLC, the owner of these 28 proposed single family lots, **WES Engineers & Surveyors** would like to submit this Final Plat to the City of Columbia for Planning Commission approval.

If you have any questions or comments with this submittal, please do not hesitate to contact me directly.

Sincerely,

**WES Engineers & Surveyors**

A handwritten signature in black ink that reads 'Allen B. O'Leary'. The signature is written in a cursive style with a large, looping 'L' at the end.

Allen B. O'Leary, RLS  
Principal



PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

**Final Plat:** \* 1 hard copy of all materials for submittal + PDF copy on a USB flash drive (no multiple applications on one storage device)

*Fold hard copy submittals larger than 8½"x11"*

**All Others:** \* Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

|                                       |                                                                                              |        |                |
|---------------------------------------|----------------------------------------------------------------------------------------------|--------|----------------|
| ADDRESS/LOCATION                      | Williamsport Pike, Columbia, TN                                                              |        |                |
|                                       | TAX MAP: 088                                                                                 | GROUP: | PARCEL: 051.05 |
| SUMMARY OF NATURE OF REQUEST AND WORK | To create 28 single family lots and dedicate right-of-way for Williamsport Landing, Phase 3. |        |                |

|                                    |  |                                                               |
|------------------------------------|--|---------------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE |  | <i>Pre-application meetings are scheduled for Wednesdays.</i> |
|------------------------------------|--|---------------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Comprehensive Plan Amendment</li><li><input type="checkbox"/> Annexation</li><li><input type="checkbox"/> Rezoning</li><li><input type="checkbox"/> Preliminary Plat</li><li><input checked="" type="checkbox"/> Final Plat</li><li><input type="checkbox"/> PUD Preliminary Master Plan</li><li><input type="checkbox"/> PUD Final Site Plan</li><li><input type="checkbox"/> Site Development Plan</li><li><input type="checkbox"/> Other:</li></ul> <p><i>*File naming nomenclature examples:</i></p> <p><i>Freedom Point Site Plan</i><br/><i>Freedom Point Master Plan</i><br/><i>Freedom Point Final Plat</i></p> | <p><b><u>Annexations:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Annexation Permission Form</li></ul> <p><b><u>Annexations/Rezoning/Plan Amendments:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Requested Zone Listed</li><li><input type="checkbox"/> Statement of Compliance with Comprehensive Plan</li><li><input type="checkbox"/> Concept Plan</li></ul> <p><b><u>Preliminary Plats/Site Development Plans:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Plans and/or Plats conforming to City standards with signed and completed check list</li></ul> <p><b><u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Receipt of Payment for Pre-Application Meeting</li><li><input type="checkbox"/> Written Legal Description copy</li><li><input type="checkbox"/> Columbia Water System Availability Letter</li><li><input type="checkbox"/> Columbia Waste Water Department Will Serve Letter</li></ul> |

|  |                                                                                                               |
|--|---------------------------------------------------------------------------------------------------------------|
|  | <b>Plats/PUDs:</b>                                                                                            |
|  | <input checked="" type="checkbox"/> Project Name (include Sections & Phases)<br>Williamsport Landing, Phase 3 |
|  | <input checked="" type="checkbox"/> Total Number of Lots/Residential Units<br>28                              |
|  | <input type="checkbox"/> Square Footage of Non-Residential Floor Space                                        |
|  | <input checked="" type="checkbox"/> Total acreage<br>±12.66                                                   |

Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application. Any requests to defer or move the item to future meeting dates must be requested by the resubmittal date listed on the Planning Commission schedule.

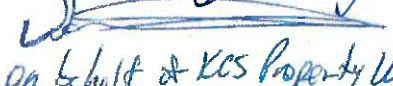
**APPLICANT**

All communications go to the Applicant's email that is provided.

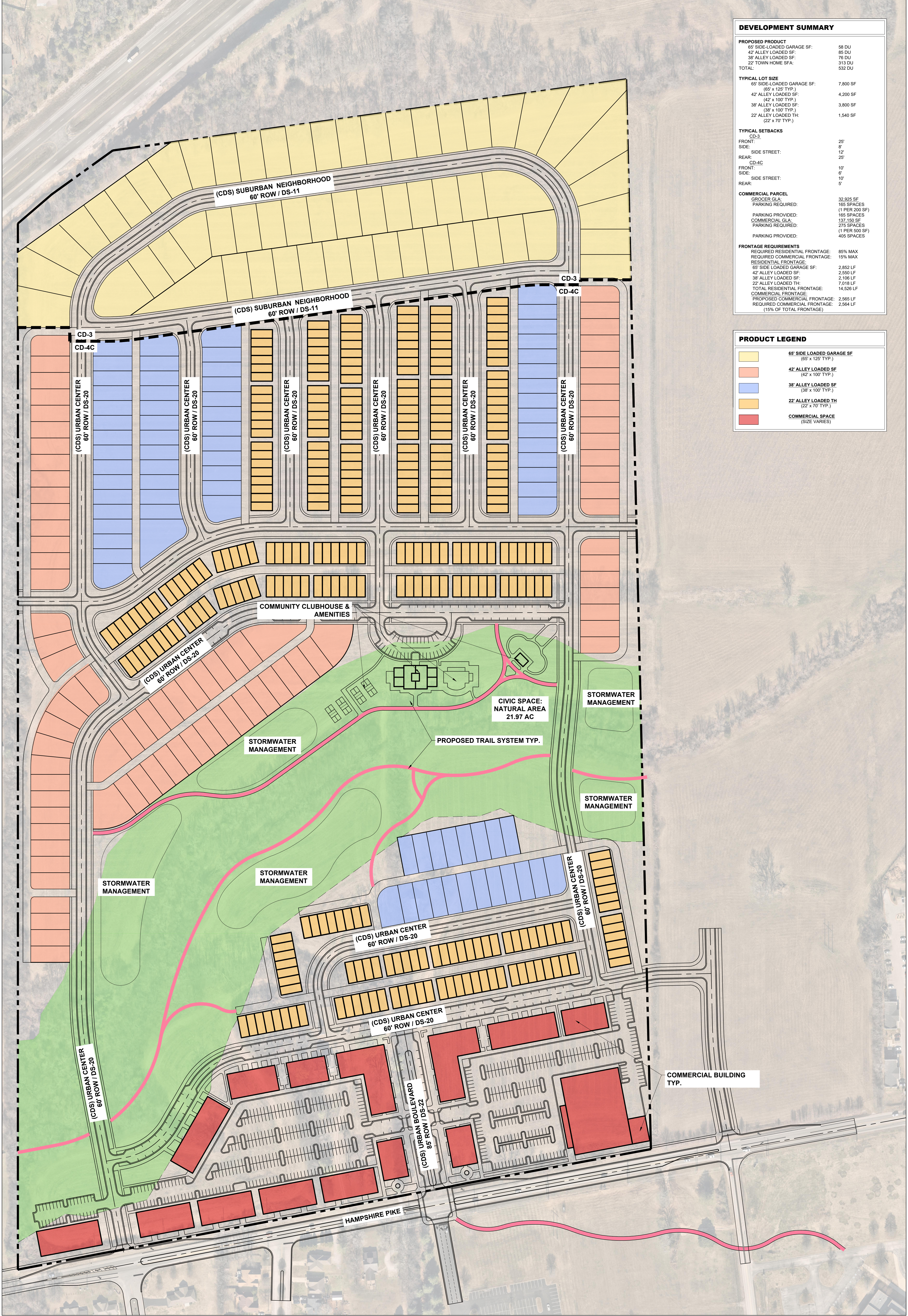
|         |                                  |       |                        |
|---------|----------------------------------|-------|------------------------|
| NAME    | Allen B. O'Leary                 | PHONE | 931-388-2329           |
| ADDRESS | 2486 Nashville Hwy, Columbia, TN | MAIL  | allen@wesengineers.com |

|                     |                                  |       |                 |
|---------------------|----------------------------------|-------|-----------------|
| PROPERTY OWNER NAME | KCS Property LLC                 | PHONE | 931-490-9782    |
| ADDRESS             | 1985 Ridgecrest Dr, Columbia, TN | EMAIL | wade@kcsllc.com |

*If owner is not a natural person, documentation must be provided showing signing authority on behalf of the entity. If multiple persons are listed as owners in the records of the Maury County Assessor, all owners must sign or the signatory must provide documentation of authority to apply on behalf of record owner (i.e., Power of Attorney or notarized Letter of Authorization). In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.*

|                                                                                                                                |                                                                                                                                                                                                                                                                         |                                                    |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <u>Allen B. O'leary</u><br>APPLICANT NAME<br><u>Wade Kinard on behalf of</u><br><u>KCS Property LLC</u><br>PROPERTY OWNER NAME | <br>APPLICANT SIGNATURE<br><br><u>on behalf of KCS Property LLC</u><br>PROPERTY OWNER SIGNATURE | <u>1/14/25</u><br>DATE<br><u>1/14/2025</u><br>DATE |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|





DEVELOPMENT SUMMARY

|                                |                |
|--------------------------------|----------------|
| <b>PROPOSED PRODUCT</b>        |                |
| 65' SIDE-LOADED GARAGE SF:     | 58 DU          |
| 42' ALLEY LOADED SF:           | 85 DU          |
| 38' ALLEY LOADED SF:           | 76 DU          |
| 22' TOWN HOME SFA:             | 313 DU         |
| TOTAL:                         | 532 DU         |
| <b>TYPICAL LOT SIZE</b>        |                |
| 65' SIDE-LOADED GARAGE SF:     | 7,800 SF       |
| (65' x 125' TYP.)              |                |
| 42' ALLEY LOADED SF:           | 4,200 SF       |
| (42' x 100' TYP.)              |                |
| 38' ALLEY LOADED SF:           | 3,800 SF       |
| (38' x 100' TYP.)              |                |
| 22' ALLEY LOADED TH:           | 1,540 SF       |
| (22' x 70' TYP.)               |                |
| <b>TYPICAL SETBACKS</b>        |                |
| CD-3                           |                |
| FRONT:                         | 25'            |
| SIDE:                          | 8'             |
| REAR:                          | 12'            |
| SIDE STREET:                   | 25'            |
| CD-4C                          |                |
| FRONT:                         | 10'            |
| SIDE:                          | 6'             |
| REAR:                          | 5'             |
| <b>COMMERCIAL PARCEL</b>       |                |
| GROCEER GLA:                   | 32,925 SF      |
| PARKING PROVIDED:              | 165 SPACES     |
| PARKING REQUIRED:              | (1 PER 200 SF) |
| COMMERCIAL GLA:                | 137,150 SF     |
| PARKING PROVIDED:              | 275 SPACES     |
| PARKING REQUIRED:              | (1 PER 500 SF) |
| <b>FRONTAGE REQUIREMENTS</b>   |                |
| REQUIRED RESIDENTIAL FRONTAGE: | 85% MAX        |
| REQUIRED COMMERCIAL FRONTAGE:  | 15% MAX        |
| RESIDENTIAL FRONTAGE:          |                |
| 65' SIDE LOADED GARAGE SF:     | 2,852 LF       |
| 42' ALLEY LOADED SF:           | 2,550 LF       |
| 38' ALLEY LOADED SF:           | 2,106 LF       |
| 22' ALLEY LOADED TH:           | 7,018 LF       |
| TOTAL RESIDENTIAL FRONTAGE:    | 14,526 LF      |
| COMMERCIAL FRONTAGE:           |                |
| PROPOSED COMMERCIAL FRONTAGE:  | 2,565 LF       |
| REQUIRED COMMERCIAL FRONTAGE:  | 2,564 LF       |
| (15% OF TOTAL FRONTAGE)        |                |

PRODUCT LEGEND

|  |                                                       |
|--|-------------------------------------------------------|
|  | <b>65' SIDE LOADED GARAGE SF</b><br>(65' x 125' TYP.) |
|  | <b>42' ALLEY LOADED SF</b><br>(42' x 100' TYP.)       |
|  | <b>38' ALLEY LOADED SF</b><br>(38' x 100' TYP.)       |
|  | <b>22' ALLEY LOADED TH</b><br>(22' x 70' TYP.)        |
|  | <b>COMMERCIAL SPACE</b><br>(SIZE VARIES)              |



COLUMBIA CITY LIMITS

SUBJECT PARCEL CD-3

SUBJECT PARCEL CD-4C

MUNIC OR CIVIC

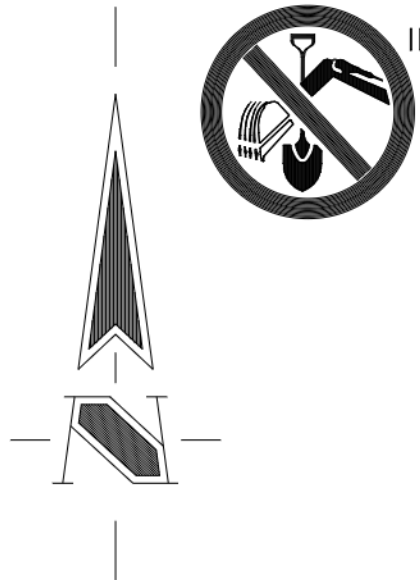
CD-3

CD-4C

REQUESTING REZONING FROM  
MAURY COUNTY ZONING /  
AGRICULTURAL USE TO CD-3C AND  
CD-4C TO MATCH ADJACENT ZONING

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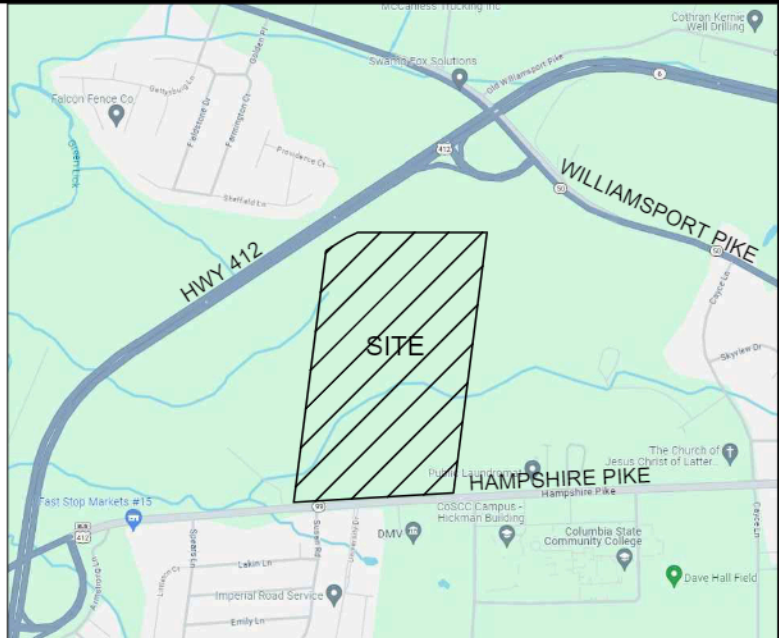




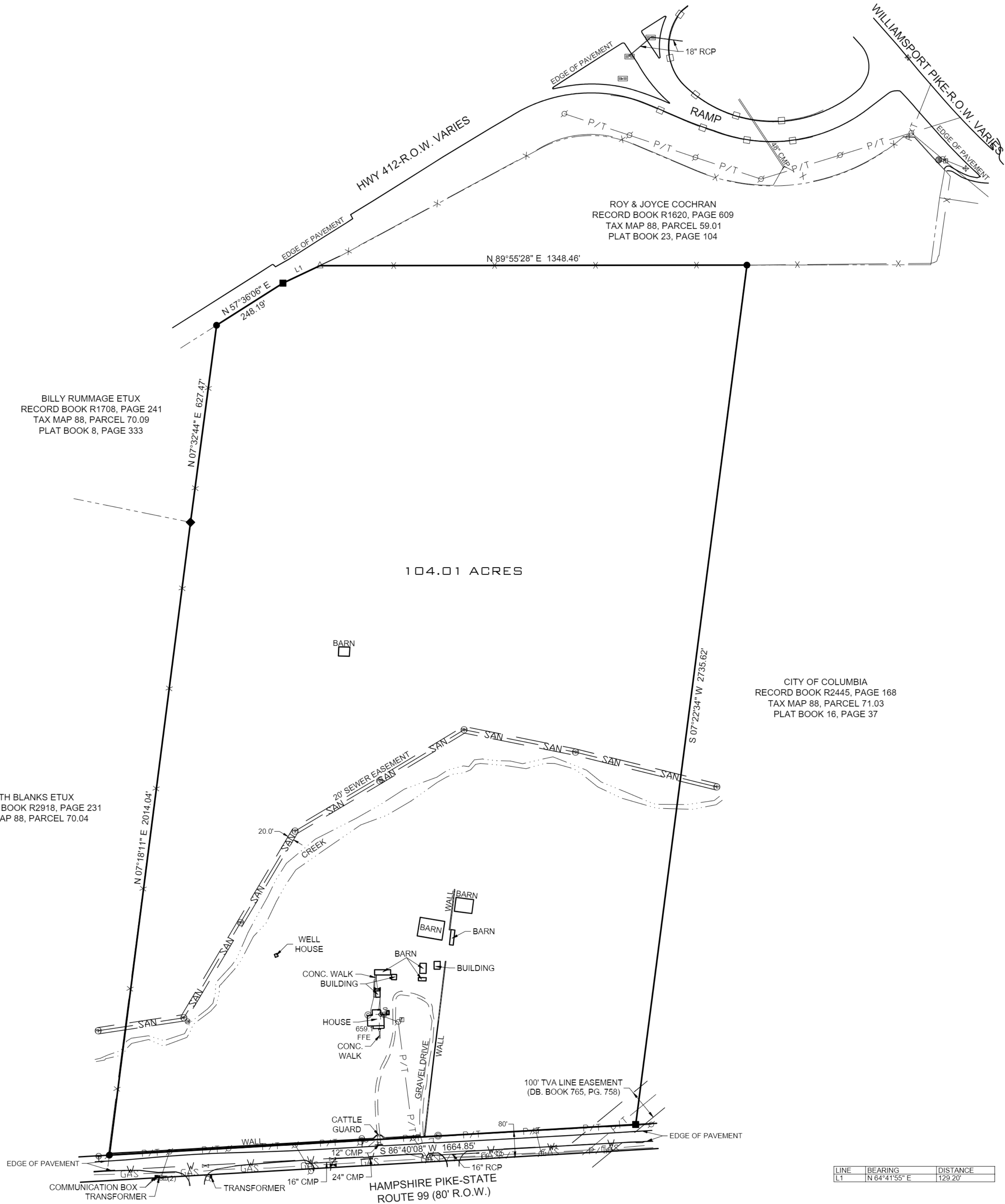
TN SPCS NAD 83

IF YOU DIG TENNESSEE...  
CALL US FIRST!  
1-800-351-1111  
TENNESSEE ONE CALL  
IT'S THE LAW

SCALE 1" = 200'



VICINITY MAP N.T.S.



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 64°41'55" E | 129.20'  |

SURVEYOR'S CERTIFICATE  
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1  
SURVEY, THAT THE RATIO OF PRECISION OF THE  
UNADJUSTED SURVEY IS BETTER THAN 1: 10,000, AND  
IS IN COMPLIANCE WITH THE CURRENT "TENNESSEE  
STANDARDS OF PRACTICE FOR LAND SURVEYING".

J. MARK CANTRELL, TN PLS# 1859

- No portion of the described tract lies within Floodway, and is shown in the area Zone X as said tract shows on FEMA FIRM Map Number 47119C0280E & 47119C0165E on the Flood Insurance Rate Maps for City of Columbia, Tennessee (effective date April 16, 2007).
- This survey was prepared from current deeds of record without benefit of facts and does not represent a title search or a guarantee of title, and is subject to any state of facts a current, full, or accurate search may reveal. No investigation of independent search for easements, encumbrances, restrictive covenants, or ownership title evidence has occurred. The surveyor reserves the right to revise any easement(s) not provided for or known of per the date of this survey.
- The utility information shown hereon was taken from actual field evidence, utility agency records, or any other available evidence. Other utilities may exist and may not be shown, or may vary from where shown. No guarantee is expressed or implied in regard to the utility location shown hereon. The Owner(s) and Contractor(s) should assume responsibility to verify utility existence, size, location, depth and availability of service, and be solely responsible for contacting the utility location service prior to commencing construction.
- Basis of bearings is based on the Tennessee State Plane Coordinate System 4100 Zone on the 1983 North American Datum (NAD83).
- In Tennessee it is a requirement of the "Underground Utility Damage Prevent Act" that anyone who engages in excavation must notify all known underground utility owner(s) no less than three nor more than ten working days prior to the date of their intent to excavate and also to avoid any hazard or conflict. The Tennessee One Call telephone number is 1-800-351-1111. No utilities were called, nor marked for this project.

| LEGEND                         |                              |
|--------------------------------|------------------------------|
| ● IRON PIN FOUND               | ☒ TELEPHONE PEDESTAL         |
| △ CALCULATED POINT             | ⊕ ELECTRIC METER             |
| ⌵ FIRE HYDRANT                 | ■ CONCRETE MONUMENT          |
| ▣ AREA DRAIN                   | ⊗ WATER METER                |
| ⌵ UTILITY POLE                 | ⊠ FENCE CORNER               |
| ⌵ SPIGOT                       | ◆ ANGLE IRON                 |
| ⊗ CLEAN OUT                    | ⌵ SATELLITE DISH             |
| ⊗ WATER VALVE                  | ⌵ STREET LIGHT               |
| ⊗ STORM MANHOLE                | ⌵ SEWER VENT                 |
| ⊗ SANITARY SEWER MAN HOLE      | ⌵ GAS VALVE                  |
| ⊗ UNDERGROUND TELEPHONE MARKER |                              |
| — P/T —                        | — OVERHEAD POWER & TELEPHONE |
| — X —                          | — FENCE LINE                 |
| — □ —                          | — GUARDRAIL                  |
| — SAN —                        | — SANITARY SEWER LINE        |
| — G —                          | — GAS LINE                   |
| — W —                          | — WATER LINE                 |

| PROJECT:  |        |
|-----------|--------|
| 23-0930   |        |
| REVISIONS |        |
| NO.       | DATE   |
| 1         | 2-6-24 |

|                        |
|------------------------|
| DATE:<br>6 FEB 2024    |
| SCALE:<br>1" = 200'    |
| DRAWN BY:<br>JIC / DSW |
| REVIEWER:<br>JMC       |
| SHEET:<br>1 OF 1       |

## BOUNDARY AS-BUILT SURVEY

SARAH REINHERT C/O MICHAEL REINHERT  
1754 HAMPSHIRE PIKE  
DEED BOOK 765, PAGES 758-759  
TAX MAP 88, PARCEL 71.01

MAURY COUNTY, TENNESSEE



**T-SQUARE ENGINEERING**  
SURVEY DIVISION  
1329 WEST MAIN STREET, FRANKLIN, TN. 37064







February 16, 2024

Ms. Allison Corolla El  
T-Square Engineering  
1329 West Main Street  
Franklin, TN 37064

**Sent via email: [allison.corolla@t2-eng.com](mailto:allison.corolla@t2-eng.com)**

**RE: Water Availability Letter  
Columbia West  
1754 Hampshie Pike  
Tax Map 88, Parcel 71.01  
Columbia, Maury County, TN**

Dear Ms. Corolla:

Columbia Power and Water Systems ("the Utility"/CPWS) is a municipal corporation authorized to provide water services in accordance with State law. CPWS has adopted rules, regulations, and standard operation procedures, prescribing the conditions under which CPWS will furnish water service. In addition, certain State laws delegate authority to the Tennessee Department of Environment and Conservation, various Planning Commissions and other authorities in Cities and Counties. These Cities and Counties have also adopted rules and regulations. Subject to the payment of all charges and fees imposed by CPWS and the approval of any and all required governmental agencies, water service will be made available on a first-come, first-served basis, subject to availability of all CPWS furnished equipment and materials appropriate for the development and provided the applicant complies with all rules and regulations of CPWS and conditions set out herein.

As submitted by the applicant, the proposed development includes 199 townhome units, 1,197 apartment units, 10,000 square foot community center, irrigation, and a total of approximately 191,125 square feet of commercial space. CPWS has evaluated the projected water demands for the proposed mixed-use development in the water system hydraulic model and is able to meet a fire-flow capacity of 1,500 gpm at 20 psi while maintaining the existing level of service and pressures in this portion of the distribution system. CPWS can provide water for the proposed development according to the following requirements:

- This water letter represents a planning-level approval for the combined development as described above.
- Each Phase of the development will be considered individually to ensure water infrastructure including all related CPWS furnished equipment and appurtenances are available to support additional connections at the time application is made to proceed to construction for that Phase.





- This Water Availability Letter represents water availability for the entire development, but a new water service application and fee is required for each phase. Water service is not guaranteed until the relevant impact fees are paid for each meter to be installed.
- Based on State requirements, project phases will be delivered and activated as whole units. CPWS will not accept ownership of or activate portions of the water system that are smaller than the entirety of a phase as delineated on the construction drawings approved by the State. Phase boundaries should be defined with this in mind, as no water connections in the Phase will be activated until the entire Phase of construction is complete.
- A new minimum size 12-inch diameter ductile-iron water main will be extended from the existing 12-inch main at the intersection of Hampshire Pike and Cayce Lane to the West side of the West-most entrance of the development, or to the midpoint of the frontage on Hampshire Pike, whichever is farther.
- Townhome units will be served via gang-meter vaults.
- Apartment units will be served via master meters. Mixed-use buildings will be served by a single domestic meter for each building. Any submetering for individual units is the responsibility of the applicant.
- All off-site improvements must be constructed, tested per CPWS standards, and deeded over to CPWS prior to connection of any domestic water meter used for full-time residence or commercial operations.
- A 40-foot permanent utility easement with a 20-foot temporary construction easement for a raw water transmission main is required near the North boundaries of the development. Location to be coordinated with design.
- These requirements are subject to change based on finalization of the site development plan.

All of the above requirements are to be constructed and paid for by the Applicant and dedicated to CPWS once complete up to and including the meter. No construction of CPWS infrastructure shall be initiated until final construction plans have been approved by TDEC and all parties have fully executed a water service agreement.

Once you have received this Water Availability Letter, next steps in the process to obtain water service from CPWS are as follows:

- Provide a development phasing drawing indicating boundaries of each phase and the number of each type of dwelling in each phase.
- Provide a proforma schedule or similar document indicating the timeline for delivery of homes, which aligns with the phases and boundaries in the phasing drawing.
- Remit to CPWS new water service fees:

|                                                                                  |                    |
|----------------------------------------------------------------------------------|--------------------|
| <b>New Water Service Fee: \$1,500 + \$370 per SFU (3,282.8 SFUs<sup>†</sup>)</b> | <b>\$1,216,136</b> |
|----------------------------------------------------------------------------------|--------------------|

<sup>†</sup>single family unit equivalent



- Provide site base CAD files in DWG format, including roads, lot lines, existing and proposed contours, and other existing and proposed utilities, for use in development of water construction drawings.
- CPWS will then develop water construction drawings and submit to TDEC for approval. Upon approval by TDEC and payment of meter and impact fees by the applicant, applicant may then schedule a pre-construction meeting with CPWS. Pre-construction meeting will not be scheduled until fees are paid in full or surety is provided in lieu of full payment. Final meter and impact fees are subject to change based on final design and meter size determination. Meter fees are subject to change based on market costs at time of purchase. Meters will not be set until meter and impact fees are paid.

|                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| Meter Fee: \$540 per 3/4" meter (199 meters, townhomes)             | \$107,460          |
| Meter Fee: \$7,000 per 6" meter (32 meters, commercial/mixed-use)   | \$224,000          |
| Meter Fee: \$710 per 1" meter (4 meters, irrigation, estimated)     | \$2,840            |
| Meter Fee: \$8,000 per 8" meter (4 meters, apartment master meters) | \$32,000           |
| Impact Fee: \$4,500 per 3/4" meter (199 meters, townhomes)          | \$895,500          |
| Impact Fee: \$75,000 per 3" equivalent (32 bldgs, commercial/mixed) | \$2,400,000        |
| Impact Fee: \$7,500 per 1" meter (4 meters, irrigation, estimated)  | \$30,000           |
| Impact Fee: \$750,000 per 8" master meter (4 meters, 1197 units)    | \$3,000,000        |
| <b>Total Meter and Impact Fees Due =</b>                            | <b>\$6,691,800</b> |

- **The above fees are intended to represent the entire project. New service fees and impact fees may be paid per phase of development.**
- After the pre-construction meeting, CPWS will then issue a formal notice to proceed. No construction of CPWS infrastructure may take place prior to the pre-construction meeting.
- Applicant is then required to construct all public water infrastructure per CPWS standard specifications and provide CPWS personnel unregulated access to the site to inspect the construction of the water infrastructure.



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If you have any questions, please feel free to contact me at 423-774-0349 or [eric.king@inflodesign.com](mailto:eric.king@inflodesign.com). This letter is valid for one-hundred twenty (120) days from the date of this letter.

Sincerely,

A handwritten signature in blue ink that reads "Eric King". The signature is fluid and cursive, with the first name "Eric" and last name "King" clearly distinguishable.

Eric King, P.E.  
Inflo Design Group, LLC  
on behalf of Columbia Power and Water Systems

cc: Jonathan Hardin, CPWS  
File 22-088





# Columbia Fire & Rescue

## Fire Flow Requirements



Water Purveyor: Columbia Power & Water System

Date: 12/5/2024

Name: Spencer Sanders

Phone: 615-314-5679

Email: spencer.sanders@kimley-horn.com

Address/Parcel ID: 1754 Hampshire Pike Columbia, TN

Property Type: ☐ Residential  
☒ Commercial  
☐ Industrial

Construction Type: IIIB

Enclosed Area (ft<sup>2</sup>): 11,700 NS, 32,925 S

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### FILLED OUT BY COLUMBIA FIRE AND RESCUE

NFPA Sprinkler Type: NFPA 13

#### Water System Demand without Sprinkler Credit *Fire flow Requirements (International Fire Code Appendix B)*

Fire Flow: 2,250 gpm      Duration: 2 hours

#### *Fire Hydrant Location and Distribution (International Fire Code Appendix C)*

Minimum number of hydrants: 2

Average spacing between hydrants: 450 ft.

Maximum distance from frontage to hydrant: 225 ft.

#### Water System Demand with Sprinkler Credit *Fire flow requirements (International Fire Code Appendix B)*

Fire Flow: 1,000 gpm      Duration: 2 hours

#### *Fire Hydrant Location and Distribution (International Fire Code Appendix C)*

Minimum number of hydrants: 1

Average spacing between hydrants: 500 ft.

Maximum distance from frontage to hydrant: 250 ft.

Fire Plan Reviewer: Brad Massey      Date: 12-16-2024

December 6, 2024

Spencer Sanders, PLA  
Kimley-Horn  
10 Lea Ave., Ste. 400  
Nashville, TN 37210

Re: Request for annexation and plan of services and rezoning to CD-4C at  
1754 Hampshire Pike

Dear Sir:

Columbia Power System has an existing power line near your proposed development.

We are willing to serve this new development subject to all Columbia Power System policies and procedures in effect at actual time service is rendered provided an approved final plat and complete electrical load information is furnished as soon as possible prior to start of actual construction.

**• Unfortunately, due to current supply chain challenges, no timeframe can be guaranteed regarding the availability of meters or transformers appropriate for your development.**

Yours truly,

**COLUMBIA POWER SYSTEM**



Trevor Gilmer  
Power Engineering Manager

kw



## WASTEWATER DEPARTMENT

22 January 2024

Allison Corolla  
1329 West Main Street  
Franklin, TN 37064

RE: 1754 Hampshire Pike

Allison,

This letter serves as confirmation that the City of Columbia Wastewater Department has the available capacity to service the above-referenced development. Improvements to existing infrastructure may be necessary to satisfactorily convey the additional sanitary sewer flow from the above-referenced proposed development. Any extension to the existing sewer infrastructure will be initiated by the owner/developer, reviewed by our department and approved by the State of Tennessee. The project must be advanced in accordance with local, state and federal rules, regulations and policies. Funding and construction of those improvements will remain the responsibility of the owner/developer. New customers will be required to pay all fees applicable at the time of connection. No detailed design plan for an extension of the sewer has been proposed at this time.

Included in upgrades might be the upgrade of the size of existing mains downstream of this site, and potentially thousands of feet. A survey must be conducted and submitted to the Wastewater Department. Formal plans and calculations of the upgrades will be designed and/or reviewed by the Engineers of Record of the City Wastewater Department. There shall be no pumping/pressure systems designed on this site.

A handwritten signature in blue ink, reading "Donnie Boshers".

Donnie Boshers, Director  
City of Columbia, TN  
Wastewater Department







January 21, 2025

City of Columbia Planning Commission  
700 N Garden St  
Columbia, TN 38401

**RE:     1754 Hampshire Pike Development**  
          **Statement of Compliance with the Comprehensive Plan (Connect Columbia)**

Below is a narrative explaining why we believe the five criteria for Planning Commission Recommendations listed at 8.5.20.F of the Zoning Ordinance (p. 450) support the proposed annexation and rezoning.

### **Criteria 1**

*Whether the proposed change would be consistent with the intent, goals, objectives, policies, guiding principles and programs of all other applicable adopted Land Use Plans.*

#### **Connect Columbia Guiding Principles:**

**Connection** – Provide options for safe and efficient movement throughout the city by a variety of transportation modes on an interconnected network.

**The proposed project allows for expanded street systems that align with existing intersections. This internal network of streets connects commercial and residential development to Hampshire Pike while also providing pedestrian connections to Columbia State Community College.**

**Vitality** – Columbia is a safe community with opportunities for healthy living at all stages of life, natural resources for the benefit of current and future residents, and high standards for the quality of the built environment.

**The proposed project allows for a high-quality planned development that preserves and places active recreation uses along a natural stream resource for the enjoyment of the future residents. Homes and amenities will have high standards for quality and design.**

**Steadfast** – Columbia is a fiscally stable municipality where growth is economically sustainable, history is preserved, new development is cohesive and compatible, and the unique character of each neighborhood is celebrated.

**The proposed project plan proposes a community that will meet the growing demand for new high-quality single-family homes. This new development is cohesive and compatible with the neighboring Armstrong Meadows and College Park Taylor's Creek development with a similar lot size and density. The addition of alley homes will add a unique character to the development that is not found in surrounding communities.**

**Neighborly** - Columbia is a place where all feel welcome and included in community decisions.

**The proposed project will create a new neighborhood and community amenities where there is a growing demand for high quality housing.**

#### **Connect Columbia Goals & Objectives**

**Goal #1: Sustain the unique character of Columbia as it grows over time.**

**Objective 1.1** – Ensure a high-quality built environment

**Objective 1.2** – Protect Columbia’s natural assets and scenic views

**The proposed project allows for a high-quality planned development that preserves and places active recreation uses along a natural stream resource for the enjoyment of the future residents.**

**Goal #2: Accelerate Columbia’s Future.**

**Objective 2.2:** Identify and promote emerging business and cultural districts through focused subarea planning

**Objective 2.3:** Support revitalization and reinvestment in Columbia’s Commercial corridors

**Objective 2.5:** Create a range of housing opportunities for all households and income levels

**Objective 2.7:** Increase prosperity for all residents through expanded employment base and retail options

**The proposed project allows for a high-quality planned development that provides a housing option that compliments other options in the vicinity. The commercial development at the proposed project will expand employment and reinvest in the Hampshire Pike Commercial Corridor.**

**Goal #3: Nurture Columbia’s Strengths**

**Objective 3.1** - Support entrepreneurs who create Columbia’s flavor

**Objective 3.2** - Integrate compatible neighborhood commercial services and other amenities in established neighborhoods

**The proposed project allows for approximately 137,000 s.f. of new commercial development along Hampshire Pike. This commercial development will bring businesses, and other services close to where residents live and provide space for local businesses to develop.**

**Goal #4: Invest in Columbia.**

**Objective 4.2** - Maintain and expand Columbia’s world class parks and greenways

**The proposed project allows for a high-quality planned development that preserves and places active recreation and walking trails along a natural stream resource for the enjoyment of the future residents.**



**Criteria 2**

*Whether the proposed change would be compatible with the existing land use pattern and designated future land uses.*

**The current Comp Plan has the proposed project parcel as City Center & Urban Village (CCUV) future land use area. This land use area supports the proposed zoning of CD-4C and CD-3C.**

**Criteria 3**

*Whether the proposed change would create substantial adverse impacts in the adjacent area or the City in general.*

**The proposed project allows for a land use that is approved in the comprehensive plan and is similar in density and development type of the adjacent properties.**

**Criteria 4**

*Whether conditions affecting the area have changed to a sufficient extent to warrant the proposed change.*

**The proposed project is in keeping with the ongoing progression of commercial development and single-family communities in the area.**

**Criteria 5**

*Whether subject parcel is of adequate shape and size to accommodate the proposed change.*

**The proposed project site is over 100 acres and is adequate to meet the zoning ordinance development criteria for a development of this type and nature.**

Being a tract of land lying in Maury County, Tennessee, generally bounded on the north by Roy & Joyce Cochran (DB R1620, pg. 609) and US Highway 43/US Highway 412 (controlled access, right-of-way varies), on the east by City of Columbia (DB R2445, pg. 168), on the south by Hampshire Pike (State Route 99, 80 ft. right-of-way), and on the west by Seth Blanks (DB R2918, pg. 231) and Billy Rummage (DB R1708, pg. 241), and being more particularly described as follows:

Beginning at a concrete monument found in the north margin of Hampshire Pike, being the southwest corner of City of Columbia and the southeast corner of the property herein described; thence along the margin of Hampshire Pike, S 86°40'08" W , 1664.85' to an iron pin found, being the southeast corner of Blanks and the southwest corner of the property herein described; thence leaving the margin of said road and with the east line of Blanks, N 07°18'11" E , 2014.04' to an angle iron found, being the northeast corner of Blanks and the southeast corner of Rummage; thence with the east line of Rummage, N 07°32'44" E , 627.47' to an iron pin found in the southeast margin of US Highway 43/US Highway 412, being the northeast corner of Rummage and the northwest corner of the property herein described; thence along the margin of US Highway 43/US Highway 412, the following calls: N 57°36'06" E , 248.19' to a concrete monument found; thence N 64°41'55" E , 129.20' to a point, being the southwest corner of Cochran; thence leaving the margin of US Highway 43/US Highway 412 and with the south line of Cochran, N 89°55'28" E , 1348.46' to an iron pin found, being the northwest corner of City of Columbia and the northeast corner of the property herein described; thence with the west line of City of Columbia, S 07°22'34" W , 2735.62' to the Point of Beginning. Containing 104.01 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 2-6-2024.





PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

**Final Plat:** \* 1 hard copy of all materials for submittal + PDF copy on a USB flash drive (no multiple applications on one storage device)

*Fold hard copy submittals larger than 8½"x11"*

**All Others:** \* Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

|                                       |                                                                                                                                                                                                                                 |        |                |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------|
| ADDRESS/LOCATION                      | 1754 Hampshire Pike, Columbia TN 38401                                                                                                                                                                                          |        |                |
|                                       | TAX MAP: 088                                                                                                                                                                                                                    | GROUP: | PARCEL: 071.01 |
| SUMMARY OF NATURE OF REQUEST AND WORK | The proposed development is located on a parcel fronting Hampshire Pike in Columbia, TN to include a mix of commercial and residential uses, associated roadways, parking, stormwater management infrastructure, and utilities. |        |                |

|                                    |           |                                                               |
|------------------------------------|-----------|---------------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE | 11/6/2024 | <i>Pre-application meetings are scheduled for Wednesdays.</i> |
|------------------------------------|-----------|---------------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                           | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Comprehensive Plan Amendment<br><input checked="" type="checkbox"/> Annexation<br><input checked="" type="checkbox"/> Rezoning<br><input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> PUD Preliminary Master Plan<br><input type="checkbox"/> PUD Final Site Plan<br><input type="checkbox"/> Site Development Plan<br><input type="checkbox"/> Other: | <p><b><u>Annexations:</u></b></p> <input checked="" type="checkbox"/> Annexation Permission Form                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><b><u>Annexations/Rezoning/Plan Amendments:</u></b></p> <input checked="" type="checkbox"/> Requested Zone Listed<br><input checked="" type="checkbox"/> Statement of Compliance with Comprehensive Plan<br><input checked="" type="checkbox"/> Concept Plan                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><b><u>Preliminary Plats/Site Development Plans:</u></b></p> <input type="checkbox"/> Plans and/or Plats conforming to City standards with signed and completed check list                                                                                                                                                                                                                                                        |
| <p><i>*File naming nomenclature examples:</i></p> <p><i>Freedom Point Site Plan</i><br/> <i>Freedom Point Master Plan</i><br/> <i>Freedom Point Final Plat</i></p>                                                                                                                                                                                                                                                                       | <p><b><u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u></b></p> <input checked="" type="checkbox"/> Receipt of Payment for Pre-Application Meeting<br><input checked="" type="checkbox"/> Written Legal Description copy<br><input checked="" type="checkbox"/> Columbia Water System Availability Letter<br><input checked="" type="checkbox"/> Columbia Waste Water Department Will Serve Letter |



|  |                                                                        |
|--|------------------------------------------------------------------------|
|  | <b>Plats/PUDs:</b>                                                     |
|  | <input type="checkbox"/> Project Name (include Sections & Phases)      |
|  | <input type="checkbox"/> Total Number of Lots/Residential Units        |
|  | <input type="checkbox"/> Square Footage of Non-Residential Floor Space |
|  | <input type="checkbox"/> Total acreage                                 |

Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application. Any requests to defer or move the item to future meeting dates must be requested by the resubmittal date listed on the Planning Commission schedule.

#### APPLICANT

All communications go to the Applicant's email that is provided.

|         |                                     |       |                              |
|---------|-------------------------------------|-------|------------------------------|
| NAME    | Josh Rowland                        | PHONE | 615-823-2209                 |
| ADDRESS | 10 Lea Ave. Suite 400 Nashville, TN | EMAIL | josh.rowland@kimley-horn.com |

*PLEASE EMAIL TO:*

|                     |                        |       |                                       |
|---------------------|------------------------|-------|---------------------------------------|
| PROPERTY OWNER NAME | <i>MICHAEL REINERT</i> | PHONE | <i>407-39-2317</i>                    |
| ADDRESS             | <i>1299 Bryant Rd</i>  | EMAIL | <i>Susan.McLendon@kimley-horn.com</i> |

*ORLANDO, FL 32832*

If owner is not a natural person, documentation must be provided showing signing authority on behalf of the entity. If multiple persons are listed as owners in the records of the Maury County Assessor, all owners must sign or the signatory must provide documentation of authority to apply on behalf of record owner (i.e., Power of Attorney or notarized Letter of Authorization). In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

Josh Rowland  
APPLICANT NAME

*Josh Rowland*  
APPLICANT SIGNATURE

12/16/2024  
DATE

*MICHAEL REINERT*  
PROPERTY OWNER NAME

*M. Reinert*  
PROPERTY OWNER SIGNATURE

*12.17.2024*  
DATE



PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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|                                       |                                                                                                                                                                                                                                 |        |                |
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*\*File naming nomenclature examples:*

*Freedom Point Site Plan  
Freedom Point Master Plan  
Freedom Point Final Plat*



|  |                                                                        |
|--|------------------------------------------------------------------------|
|  | <b>Plats/PUDs:</b>                                                     |
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*ORLANDO, FL 32832*

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Josh Rowland  
APPLICANT NAME

*Josh Rowland*  
APPLICANT SIGNATURE

12/16/2024  
DATE

*MICHAEL REINERT*  
PROPERTY OWNER NAME

*M. Reinert*  
PROPERTY OWNER SIGNATURE

*12.17.2024*  
DATE



## Melissa Sanders

---

**From:** Austin Brass  
**Sent:** Monday, January 13, 2025 8:41 AM  
**To:** Amanda Reed  
**Cc:** Josh Dickerson; Jake Vincent; Chris Mabery; Melissa Sanders  
**Subject:** RE: Deferral - Bear Springs Ph. 1B Final Plat

Great. Thank you for this update!



**AUSTIN BRASS, AICP**  
**Development Services**  
*Principal Planner*

☎ Office: (931) 560-1560

✉ [abrass@columbiatn.gov](mailto:abrass@columbiatn.gov)

🌐 [www.ColumbiaTN.gov](http://www.ColumbiaTN.gov)

📍 700 N Garden Street, Columbia, TN 38401

Please note my email address has changed to [abrass@columbiatn.gov](mailto:abrass@columbiatn.gov)

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**From:** Amanda Reed <AReed@ragansmith.com>  
**Sent:** Friday, January 10, 2025 9:28 AM  
**To:** Austin Brass <ABrass@Columbiatn.gov>  
**Cc:** Josh Dickerson <josh@willowbranchpartners.com>; Jake Vincent <jvincent@ragansmith.com>; Chris Mabery <cmabery@ragansmith.com>  
**Subject:** [Caution External Email] - Deferral - Bear Springs Ph. 1B Final Plat

Good morning Austin,

Due to delays with the pump station installation, we need to defer the Bear Springs Phase 1B Final Plat. We will attend the next DRC meeting on February 11<sup>th</sup> with plans to resubmit on February 17<sup>th</sup>.

Thank you,

**Amanda Reed | Associate**



O: 615.244.8591 | D: 615.986.0285 | E: [AReed@ragansmith.com](mailto:AReed@ragansmith.com)





## DEVELOPMENT REVIEW COMMITTEE MEETING

Tuesday, January 7, 2025

### **ITEM NO.**

24-0537

**DESCRIPTION:** Bear Springs PUD Ph 1B

### **COMMENTS:**

#### **Engineering**

1. LOC in the amount of \$120,000 provided
2. Record and reference the stormwater maintenance agreement by resubmittal date
3. Install street signs by resubmittal date. Stop & St Names

#### **Duck River Electric Membership Corp**

4. We plan to serve.

#### **Building**

5. No comments.

#### **Police**

6. No comments provided.

#### **City Attorney**

7. No comments provided.

#### **Public Works**

8. For 35 townhomes, we recommend one 8-yard dumpster with two to three times a week collection if utilizing City of Columbia sanitation services. Private sanitation services, including dumpsters, compactors, individual receptacles or valet service, may be utilized for townhome and multi-family residents. Individual trash receptacles

Development Review Committee  
Technical Comments  
24-0537  
Page 1 of 4



will not be provided by the City of Columbia to townhome residents. Please see the attached City of Columbia Dumpster Guidelines & Accessibility Requirements.

### **Wastewater**

9. Easement shall be granted to Columbia and the future developers of the parcel to the north which shall grant construction and maintenance access such that a main may be installed from the sanitary sewer on the east to the parcel to the north.
10. Pump Station for this phase is not on-site and has not been installed and tested, and our department has not done a final walk-through and inspection.
11. Other items are required before building permit release, including as-builts and testing, as well as a maintenance LOC.

### **Maury County Schools**

12.  
Maury County Public Schools  
Howell Elementary, Cox Middle School, Battle Creek High School 24/25 SY 9-10th 9-11 (25/26 SY) 9-12 (26/27 SY). Spring Hill High 11-12 (24/25 SY) 12 (25/26 SY).  
The development combined with current neighborhoods and additional approved developments in these zones may require either new construction or realignment of school zones to accommodate new students.  
\* Due to numbers, MCPS will be rezoning all Columbia and Spring Hill elementary schools for the 25/26 SY.

### **Fire**

13. No comments

### **Columbia Power**

14. Columbia Power System does not have existing power facilities near your proposed development within our service territory. DREMC will be the service provider for this area.
15. CPWS BB: Plan to Serve

### **ATT**

16. ATT TO SERVE

Development Review Committee  
Technical Comments  
24-0537  
Page 2 of 4





**Atmos Energy**

17. Gas available. Already installed in section 1

**Maury County Highway Dept.**

18. No comment.

**Maury County E911**

19. No comments provided.

**Columbia Water**

20. Coordinate walk-through, Bacteria pressure testing with CPWS.

Provide a detailed list of water infrastructure cost including labor to CPWS Water Department in advance of plat signing for Deed Over form.

Water system must be active at time of plat signing.

**Planning**

21. The lead staff person for this case is Austin Brass, AICP; he will prepare the staff report for this item. Please contact [abrass@columbiatn.com](mailto:abrass@columbiatn.com) with questions about the development review process or technical comments. The lead planner should be copied on all communication with other city staff.
22. At resubmittal, please provide a response letter addressing each comment along with any revised plans. If the nature of the comment does not warrant a response, or the comment was previously addressed, please simply note that the information has been acknowledged. Any documents or additional information that you want to present to the Planning Commission should be included in your resubmittal.



23. Notation on plat that subject site of final plat it is currently zoned HDR PUD. This is not a zoning designation in the code. Please note that this property is zoned R-PUD and vested under a previous PUD subject to the previous Zoning Ordinance 3638.
24. Edit setback note to reflect typical lot detail for townhomes and showing typical detail for townhome section as matching preliminary plat.
25. Indicate the dimension and location of 0.2 10' buffer located on northern boundary line. (23)
26. Indicate of height and location of retaining wall on northern boundary line as matching preliminary plat.
27. Provide detail location of Pump Station including notation of landscaping around pump station.

#### **Resubmittal Guidelines**

Please provide a comment response letter as well as digital copies of revised plans and supporting documentation. Submit all required documents electronically through the online portal: [columbia.onlama.com](http://columbia.onlama.com). If the files are oversized, please provide a file sharing link.

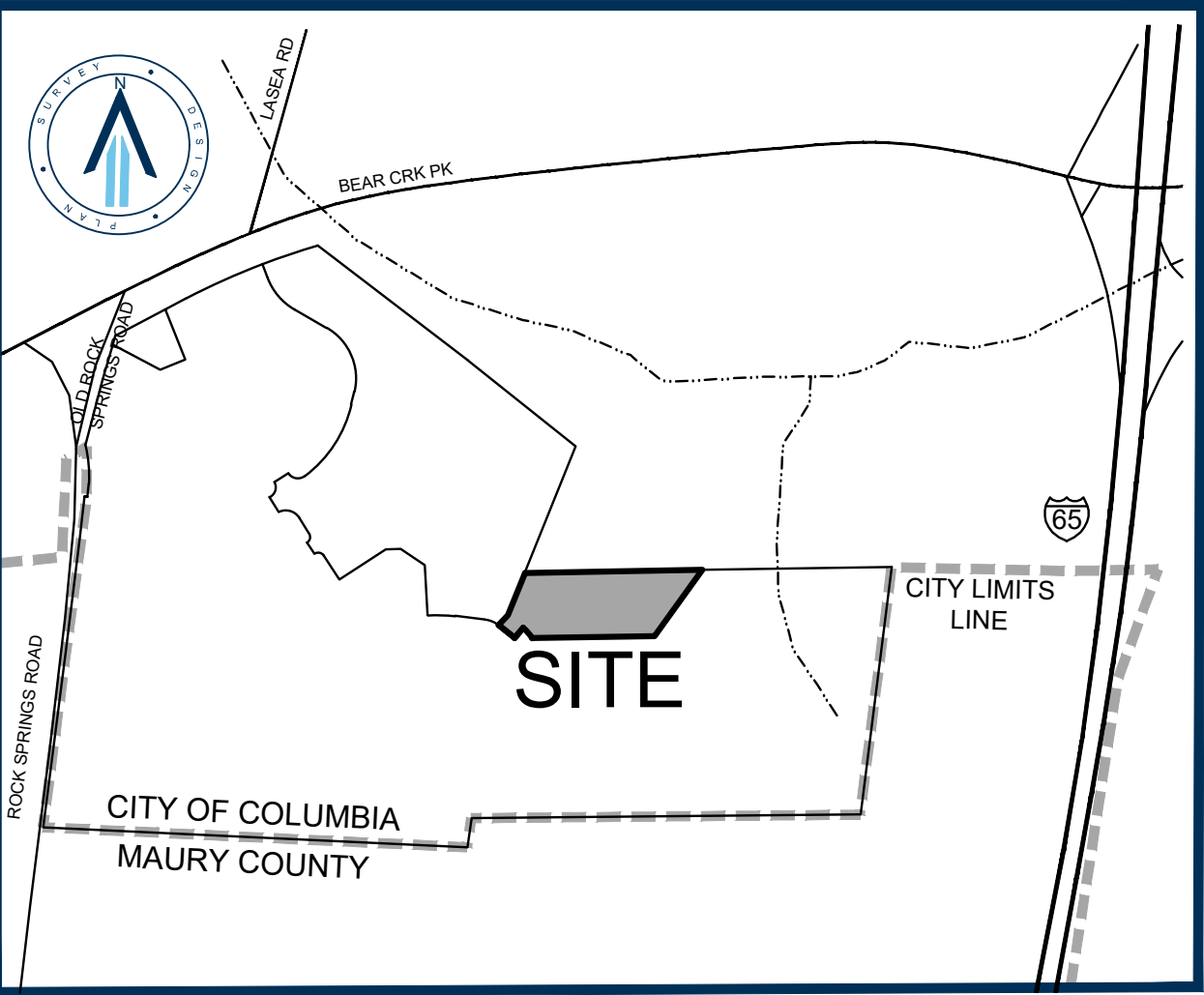
Please contact the case planner identified in the Planning Comments with any questions about the review process.

Please contact [pkeltner@columbiatn.gov](mailto:pkeltner@columbiatn.gov) or [srichardson@columbiatn.gov](mailto:srichardson@columbiatn.gov) if you encounter difficulties with the online portal.

You will receive an invoice for required advertising and mailing fees. All fees must be paid by the Friday following resubmittal in order advance to the Planning Commission agenda.

**NOTE:** All resubmittals must demonstrate compliance with city standards prior to Planning Commission review. Requests which do not adhere to regulations and/or remain unresponsive to technical comments will not be forwarded to the next agenda until such items are amended. Final Plat applications which are not ready to proceed to Planning Commission following the first resubmittal deadline will be added to the following DRC agenda to confirm the status of required infrastructure and utilities. Applications which remain incomplete following two resubmittal deadlines will be closed.





LOCATION MAP  
NOT TO SCALE

GENERAL NOTES

- THE PURPOSE OF THIS PLAT IS TO CREATE A MULTI-FAMILY LOT FOR 35 RESIDENTIAL TOWNHOME UNITS AND TO DEDICATE RIGHT-OF-WAY AND EASEMENTS.
- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.
- THIS PROPERTY IS CURRENTLY ZONED R-PUD AND IS VESTED UNDER A PREVIOUS PUD SUBJECT TO THE PREVIOUS ZONING ORDINANCE 3638.  
  
SETBACKS:  
STREET YARD: 22'  
SIDE YARD: 0' SHARED SIDE WALL, 20'  
REAR YARD: 20'
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE X, AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 4711800105E, WITH AN EFFECTIVE REVISED DATE OF APRIL 15, 2007 WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT, COMMUNITY NO. 470123 PANEL NO. 0195, SUFFIX E WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AN AREA DETERMINED TO BE OUTSIDE THE 2% ANNUAL FLOODPLAIN.
- ALL SIDEWALKS OUTSIDE THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE STORMWATER MAINTENANCE AGREEMENT IS RECORDED IN BOOK R3032, PAGE 1253, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.

LEGEND  
R.O.M.C.T. REGISTER'S OFFICE FOR  
MAURY COUNTY, TENNESSEE

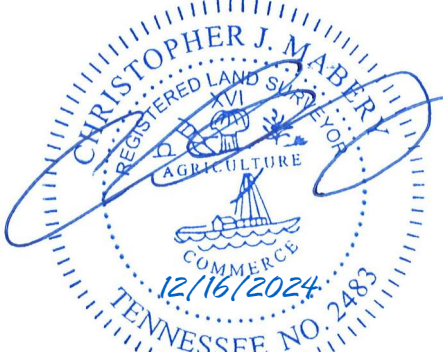
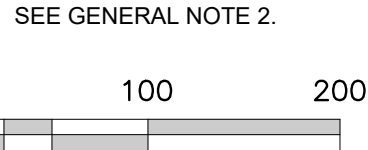
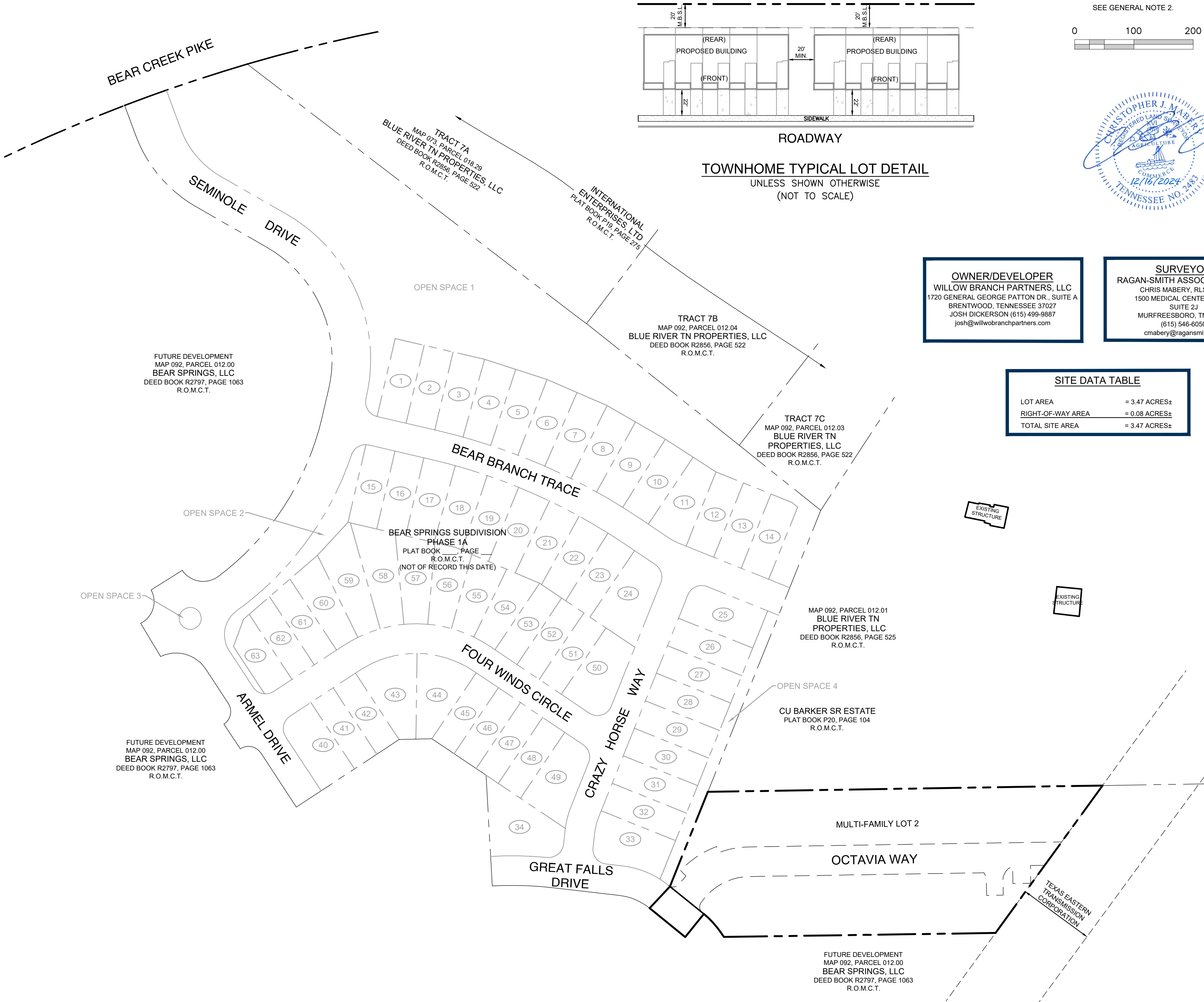


PROPERTY MAP REFERENCE

BEING A PORTION OF PARCEL NUMBER 12.05 AS SHOWN ON MAURY COUNTY PROPERTY MAP NUMBER 092.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO WILLOW BRANCH PARTNERS, LLC FROM BEAR SPRINGS, LLC BY SPECIAL WARRANTY DEED OF RECORD IN DEED BOOK R2964, PAGE 726, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.



**OWNER/DEVELOPER**  
WILLOW BRANCH PARTNERS, LLC  
1720 GENERAL GEORGE PATTON DR., SUITE A  
BRENTWOOD, TENNESSEE 37027  
JOSH DICKERSON (615) 499-9887  
josh@willowbranchpartners.com

**SURVEYOR**  
RAGAN-SMITH ASSOCIATES, LLC  
CHRIS MABERY, RLS #2483  
1500 MEDICAL CENTER PKWY., SUITE 2J  
MURFREESBORO, TN 37129  
(615) 546-6053  
cmabery@ragansmith.com

| SITE DATA TABLE   |               |
|-------------------|---------------|
| LOT AREA          | = 3.47 ACRES± |
| RIGHT-OF-WAY AREA | = 0.08 ACRES± |
| TOTAL SITE AREA   | = 3.47 ACRES± |

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED BOOK R2964, PAGE 726, MAURY COUNTY REGISTER'S OFFICE AND ADOPT THIS FINAL SUBDIVISION PLAT OR THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED WITH MY (OUR) FREE CONSENT.

OWNER(S) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE (IF ACTION FOR CORPORATION OR PARTNERSHIP) \_\_\_\_\_

CERTIFICATE OF ACCURACY

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS IS A CATEGORY "I" LAND SURVEY AS DEFINED IN TITLE 62, CHAPTER 18, TENNESSEE CODE ANNOTATED, AND THAT THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10000.

RAGAN-SMITH ASSOCIATES, LLC

CHRISTOPHER J. MABERY RLS NUMBER 2483 12/16/2024 DATE

CERTIFICATE OF THE APPROVAL OF  
WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM(S) OUTLINED OR INDICATED ON THIS FINAL SUBDIVISION PLAT HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ AUTHORIZING AGENCY \_\_\_\_\_

CERTIFICATE OF APPROVAL OF STREETS,  
DRAINAGE, AND UTILITIES

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE, AND UTILITIES OUTLINED OR INDICATED ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR A PERFORMANCE SURETY IN THE AMOUNT OF \$\_\_\_\_\_ FOR STREETS AND DRAINAGE HAS BEEN POSTED WITH THE CITY OF COLUMBIA, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
COLUMBIA, TENNESSEE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE FINAL SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE CITY OF COLUMBIA SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE COLUMBIA MUNICIPAL PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE MAURY COUNTY REGISTER OF DEEDS.

PLANNING DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
COLUMBIA, TENNESSEE

CERTIFICATE OF SUBDIVISION NAME  
AND STREET NAMES

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE CITY ENGINEERING DEPARTMENT AND BY E-911 MAURY COUNTY.

MAURY COUNTY E-911 \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF SANITARY SEWER SYSTEM

I HEREBY CERTIFY THAT THE SANITARY SEWER SYSTEM OUTLINED OR INDICATED ON THIS FINAL SUBDIVISION PLAT HAS BEEN INSTALLED IN ACCORDANCE WITH THE CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DIRECTOR OF WASTEWATER DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_  
COLUMBIA, TENNESSEE

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT THE FINAL SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE CITY OF COLUMBIA SUBDIVISION REGULATIONS AND OTHER ADOPTED ORDINANCES AND POLICIES.

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
COLUMBIA, TENNESSEE

FINAL SUBDIVISION PLAT

BEAR SPRINGS SUBDIVISION  
PHASE 1B

4TH CIVIL DISTRICT OF MAURY COUNTY,  
CITY OF COLUMBIA, TENNESSEE

REVISED: DECEMBER 16, 2024  
DATE: OCTOBER 21, 2024 SCALE: 1"=100'  
JOB NUMBER: 21-0311

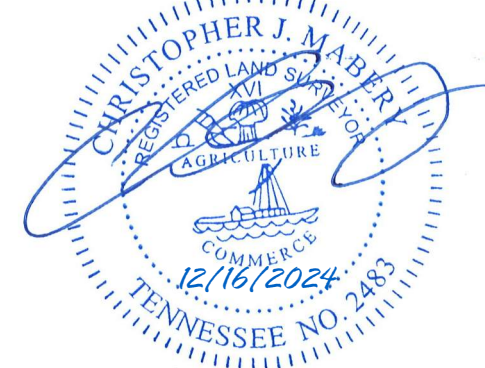
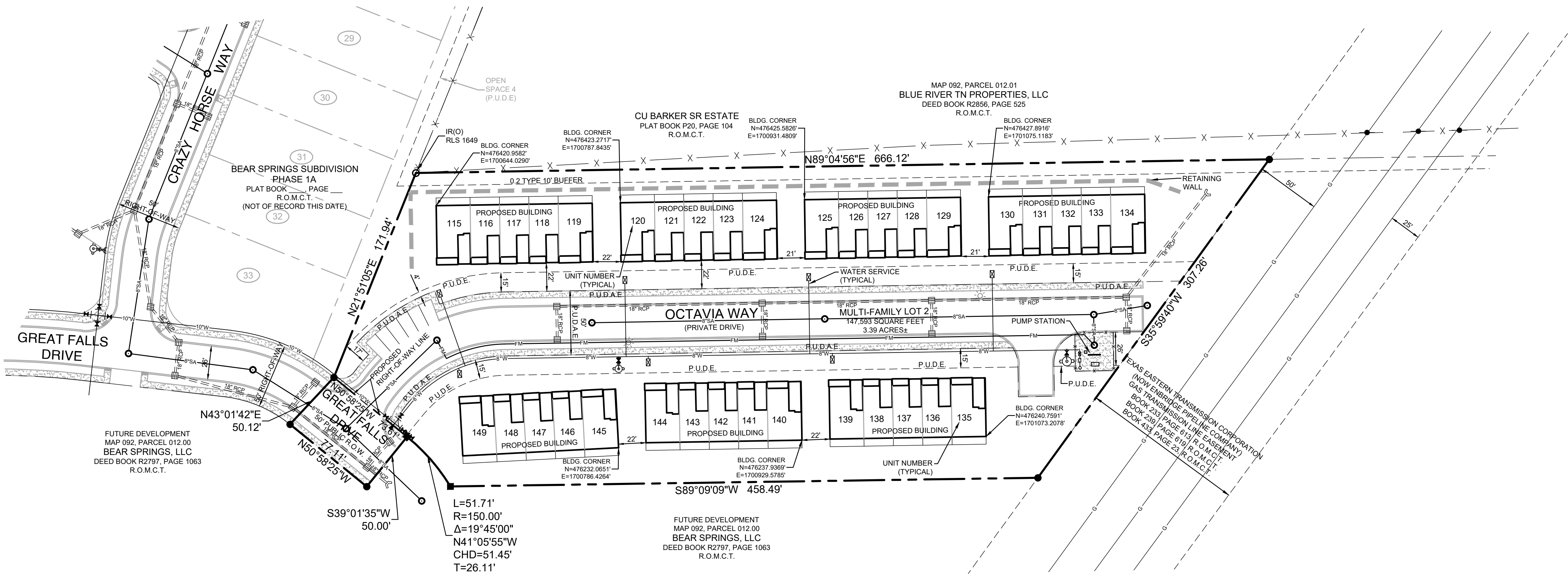
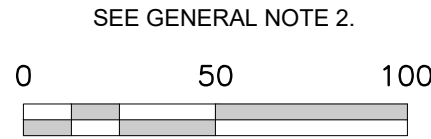
RECORDER'S INFORMATION



RaganSmith  
a Pape Dawson company



NOTE  
SEE SHEET 1 FOR GENERAL NOTES, LOT AREA TABLES, REFERENCES, ETC.



RECORDER'S INFORMATION

- LEGEND**
- IRON ROD (NEW)  
(1/2" X 18" W/ CAP STAMPED)  
"RAGAN SMITH & ASSOCIATES"
  - MONUMENT (NEW)  
1/2" Iron Rod W/ 4" Diameter  
Aluminum Disc Marked  
Ragan-Smith Associates
  - ⊕ FIRE HYDRANT
  - ⊕ WATER VALVE
  - CATCH BASIN
  - RCP REINFORCED CONCRETE PIPE
  - HEADWALL
  - SANITARY SEWER MANHOLE
  - SA — SANITARY SEWER LINE
  - FM — SEWER FORCE MAIN LINE
  - W — WATER LINE
  - \* STREET LIGHT
  - X — FENCE
  - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
  - P.U.D.A.E. PUBLIC UTILITY, DRAINAGE AND ACCESS EASEMENT
  - R.O.M.C.T. REGISTER'S OFFICE FOR  
MAURY COUNTY, TENNESSEE

**NOTE**  
UTILITY SYMBOLS SHOWN IN LEGEND AND DRAWING  
ARE NOT TO SCALE. FOR GRAPHIC REPRESENTATION  
ONLY. PLEASE SEE DETAIL SHEETS ON ENGINEERING  
PLANS WITH SPECIFICATIONS FOR PROPER SIZING.



**FINAL SUBDIVISION PLAT**  
**BEAR SPRINGS SUBDIVISION**  
**PHASE 1B**  
4TH CIVIL DISTRICT OF MAURY COUNTY,  
CITY OF COLUMBIA, TENNESSEE  
REVISED: DECEMBER 16, 2024  
DATE: OCTOBER 21, 2024 SCALE: 1"=100'  
JOB NUMBER: 21-0311





## Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

26th day of September, 2024,  
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

Willow Branch Partners LLC, the DEVELOPER (hereinafter the  
"DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made  
a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter  
the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal  
Planning Commission (hereinafter the "CMPC") on the

26th day of September, 2024,  
pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Subdivision Regulations of  
Columbia, Tennessee (hereinafter the "SUBDIVISION REGULATIONS"); and,

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

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

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

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the utility systems and public  
infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to  
construct, in accordance with the Subdivision Regulations and other rules, regulations, and ordinances  
of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost;  
and,

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

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



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

| PROJECT                                                |                       |
|--------------------------------------------------------|-----------------------|
| Completed by the Developer                             | Completed by the City |
| <u>Willow Branch Partners LLC</u><br>DEVELOPER NAME    |                       |
| <u>Greg Templeton</u><br>AUTHORIZED AGENT NAME         |                       |
| <u>[Signature]</u><br>SIGNATURE                        |                       |
| <u>9/26/24</u><br>DATE                                 |                       |
| <u>1720 General George Patton Dr., Ste A</u><br>STREET |                       |
| <u>Brentwood, TN 37027</u><br>CITY, STATE, ZIP         |                       |
| <u>615-499-9997</u><br>PHONE                           |                       |
| <u>josh@willowbranchpartners.com</u><br>EMAIL          |                       |
| Attest                                                 | Attest                |
| <u>Paul Winegar</u><br>ATTEST NAME                     |                       |
| <u>[Signature]</u><br>ATTEST SIGNATURE                 |                       |
| <u>9/27/2024</u><br>DATE                               |                       |





PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

**Final Plat:** \* 1 hard copy of all materials for submittal + PDF copy on a USB flash drive (no multiple applications on one storage device)

*Fold hard copy submittals larger than 8½"x11"*

**All Others:** \* Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

|                                       |                                               |        |                   |
|---------------------------------------|-----------------------------------------------|--------|-------------------|
| ADDRESS/LOCATION                      | 1449 Rock Springs Road                        |        |                   |
|                                       | TAX MAP: 92                                   | GROUP: | PARCEL: p/o 12.05 |
| SUMMARY OF NATURE OF REQUEST AND WORK | Final Plat Approval for Bear Springs Phase 1B |        |                   |

|                                    |         |                                                               |
|------------------------------------|---------|---------------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE | 9/25/24 | <i>Pre-application meetings are scheduled for Wednesdays.</i> |
|------------------------------------|---------|---------------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Comprehensive Plan Amendment</li><li><input type="checkbox"/> Annexation</li><li><input type="checkbox"/> Rezoning</li><li><input type="checkbox"/> Preliminary Plat</li><li><input checked="" type="checkbox"/> Final Plat</li><li><input type="checkbox"/> PUD Preliminary Master Plan</li><li><input type="checkbox"/> PUD Final Site Plan</li><li><input type="checkbox"/> Site Development Plan</li><li><input type="checkbox"/> Other:</li></ul> <p><i>*File naming nomenclature examples:</i></p> <p><i>Freedom Point Site Plan</i><br/><i>Freedom Point Master Plan</i><br/><i>Freedom Point Final Plat</i></p> | <p><b><u>Annexations:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Annexation Permission Form</li></ul> <p><b><u>Annexations/Rezoning/Plan Amendments:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Requested Zone Listed</li><li><input type="checkbox"/> Statement of Compliance with Comprehensive Plan</li><li><input type="checkbox"/> Concept Plan</li></ul> <p><b><u>Preliminary Plats/Site Development Plans:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Plans and/or Plats conforming to City standards with signed and completed check list</li></ul> <p><b><u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Receipt of Payment for Pre-Application Meeting</li><li><input type="checkbox"/> Written Legal Description copy</li><li><input type="checkbox"/> Columbia Water System Availability Letter</li><li><input type="checkbox"/> Columbia Waste Water Department Will Serve Letter</li></ul> |

|                                                                        |                                                                                                                |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|                                                                        | <b>Plats/PUDs:</b>                                                                                             |
|                                                                        | <input checked="" type="checkbox"/> Project Name (include Sections & Phases)<br><u>Bear Springs - Phase 1B</u> |
|                                                                        | <input checked="" type="checkbox"/> Total Number of Lots/Residential Units<br><u>35 Residential Units</u>      |
|                                                                        | <input type="checkbox"/> Square Footage of Non-Residential Floor Space                                         |
| <input checked="" type="checkbox"/> Total acreage<br><u>3.47 acres</u> |                                                                                                                |

Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application. Any requests to defer or move the item to future meeting dates must be requested by the resubmittal date listed on the Planning Commission schedule.

#### APPLICANT

All communications go to the Applicant's email that is provided.

|         |                                                           |       |                                |
|---------|-----------------------------------------------------------|-------|--------------------------------|
| NAME    | <u>Jacob Vincent</u>                                      | PHONE | <u>(615) 244-8591</u>          |
| ADDRESS | <u>P.O. Box 60070</u><br><u>Nashville, TN 370206-0070</u> | EMAIL | <u>jvincent@ragansmith.com</u> |

|                     |                                                                  |       |                                      |
|---------------------|------------------------------------------------------------------|-------|--------------------------------------|
| PROPERTY OWNER NAME | <u>Willow Branch Partners &amp; Bear Springs LLC</u>             | PHONE | <u>615-499-9887</u>                  |
| ADDRESS             | <u>1720 Gen. George Patton Dr.</u><br><u>Brentwood, TN 37027</u> | EMAIL | <u>Paul@willowbranchpartners.com</u> |

*If owner is not a natural person, documentation must be provided showing signing authority on behalf of the entity. If multiple persons are listed as owners in the records of the Maury County Assessor, all owners must sign or the signatory must provide documentation of authority to apply on behalf of record owner (i.e., Power of Attorney or notarized Letter of Authorization). In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.*

|                                                                                                            |                                                                                                                  |                           |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------|
| <u>Jacob Vincent</u><br>APPLICANT NAME                                                                     | <br>APPLICANT SIGNATURE      | <u>10/18/24</u><br>DATE   |
| <br>PROPERTY OWNER NAME | <br>PROPERTY OWNER SIGNATURE | <u>10/14/2024</u><br>DATE |



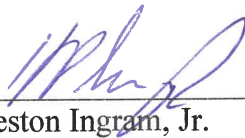
**CONSENT ACTION AND RESOLUTION  
WILLOW BRANCH PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY  
COMPANY**

The undersigned, being the Sole Member and Chief Manager of Willow Branch Partners, LLC, a Tennessee limited liability company ("Company"); authorizes Paul Winegar as Authorized Agent to sign the following documents on behalf of the Company:

1. Contracts , Amendments/Addendums, Warranties and any related documents for the sale of new homes
2. Notice of Completions
3. Lead Pipe Certifications
4. FHA/VA builder documents
5. New Vendor Authorizations
6. Vendor rebate applications or forms

However, without the approval of the Sole Member, this consent does not include the ability to sign for any credit applications with new vendors or sign for any debt on behalf of the company.

Witness my hand this 14<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
Henry Preston Ingram, Jr.

## Melissa Sanders

---

**From:** Paul Keltner  
**Sent:** Tuesday, January 21, 2025 2:56 PM  
**To:** Curt Harakas  
**Cc:** Austin Brass; Melissa Sanders  
**Subject:** RE: [External - USE CAUTION] Bullock st town homes

Thank you for letting us know. This deferral will be reevaluated on 2/17 for completeness.

---

**From:** Curt Harakas <harakasconst@yahoo.com>  
**Sent:** Tuesday, January 21, 2025 1:22 PM  
**To:** Paul Keltner <PKeltner@Columbiatn.gov>  
**Cc:** Douglas Toney <DToney@Columbiatn.gov>; Glenn Harper <GHarper@Columbiatn.gov>  
**Subject:** [External - USE CAUTION] Bullock st town homes

Paul please defer this till next meeting please.

Thanks.





## DEVELOPMENT REVIEW COMMITTEE MEETING

Tuesday, January 7, 2025

### **ITEM NO.**

24-0525

**DESCRIPTION:** 600 602 Bullock Street TH PUD Final Plat

### **COMMENTS:**

#### **Planning**

1. The case planner for this project is Austin Brass (abrass@columbiatn.gov) Please provide a updated plat with comment response letter by resubmittal deadline.
2. Provide a purpose note that describes the intent of the plat.
3. Provide note referencing Tennessee State Plane Coordinate System, NAD 83 Datum.
4. Provide The approximate location of all existing structures adjacent to the property.
5. Provide a typical lot layout depicting proposed setbacks and easement.
6. Provide information on proposed ownership and maintenance responsibility of ROW
7. Correct 25' boundary buffer to 25' landscape buffer
8. Correct 15' boundary buffer to 15' landscape buffer
9. Provide zoning notation of current zoning and note that this final plat is vested under the previous Zoning Ordinance 3638 within an RM-1 PUD.

#### **Engineering**

10. Provide LOC calculation and LOC by resubmittal date.
11. Record and reference the stormwater maintenance agreement by resubmittal date
12. Install street signs by resubmittal date. Stop & St Names
13. Grading shall be substantially in compliance with the approved construction plans (within 1 ft.).
14. Asphalt binder and subgrade failures to be repaired by resubmittal date
15. Remove contours from the final plat
16. Provide note referencing the TN State Plane Coordinate System, NAD 83 Datum
17. Provide note referencing the PUDE.
18. Provide signed development agreement by resubmittal date
19. Install storm infrastructure as approved in the PUD and Construction plans, and show/label on final plat by resubmittal date.
20. Condition: final pavement repair on Bullock shall be completed prior to the first certificate of occupancy.
21. Condition: sidewalk along Bullock St shall be completed prior to the first certificate of occupancy.

Development Review Committee  
Technical Comments  
24-0525  
Page 1 of 4



- 22. Condition: sidewalks, curbing, landscaping, and other site improvements adjacent to each block of units shall be completed prior to the first certificate of occupancy within each block of units.
- 23. Condition: all site improvements shall be completed prior to the first certificate of occupancy in the last block of units.
- 24. Area between lots 5 and 6 shall be graded to the approved construction plans.
- 25. Pads for lots 12-16 shall be completed to grade and debris and rocks over 6" in diameter shall be removed from the compacted area.

### **Building**

- 26. No comments.

### **Police**

- 27. No comments provided.

### **City Attorney**

- 28. No comments provided.

### **Public Works**

- 29. For 16 townhomes, we recommend one 8-yard dumpster with once a week collection if utilizing City of Columbia sanitation services. Private sanitation services, including dumpsters, compactors, individual receptacles or valet service, may be utilized for townhome and multi-family residents. Individual trash receptacles will not be provided by the City of Columbia to townhome residents. Please see the attached City of Columbia Dumpster Guidelines & Accessibility Requirements.

### **Wastewater**

- 30. Final Plat signature is subject to final testing and inspection.

### **Maury County Schools**

- 31. Riverside Elementary, Whitthorne Middle School, Central High School  
The development combined with current neighborhoods and additional approved developments in these zones may require either new construction or realignment of school zones to accommodate new students.





\* Due to numbers, MCPS will be rezoning all Columbia and Spring Hill elementary schools for the 25/26 SY.

### **Fire**

32. No comments

### **ATT**

33. ATT INTENDS TO SERVE.

### **Columbia Power**

34. Columbia Power System has an existing power line near your proposed development. We are willing to serve this new development subject to all Columbia Power System policies and procedures in effect at actual time service is rendered provided an approved final plat and complete electrical load information is furnished as soon as possible prior to start of actual construction. Unfortunately, due to current supply chain challenges, no timeframe can be guaranteed regarding the availability of meters or transformers appropriate for your development.

35. CPWS BB: Plan to Serve

### **Atmos Energy**

36. Gas available on Bullock Street.

### **Maury County Highway Dept.**

37. No comment.

### **Duck River Electric Membership Corp**

38. No comment.

### **Columbia Water**

39. Coordinate walk-through, Bacteria pressure testing with CPWS.



### **Maury County E911**

40. No comments provided.

### **Resubmittal Guidelines**

Please provide a comment response letter as well as digital copies of revised plans and supporting documentation. Submit all required documents electronically through the online portal: [columbia.onlama.com](http://columbia.onlama.com). If the files are oversized, please provide a file sharing link.

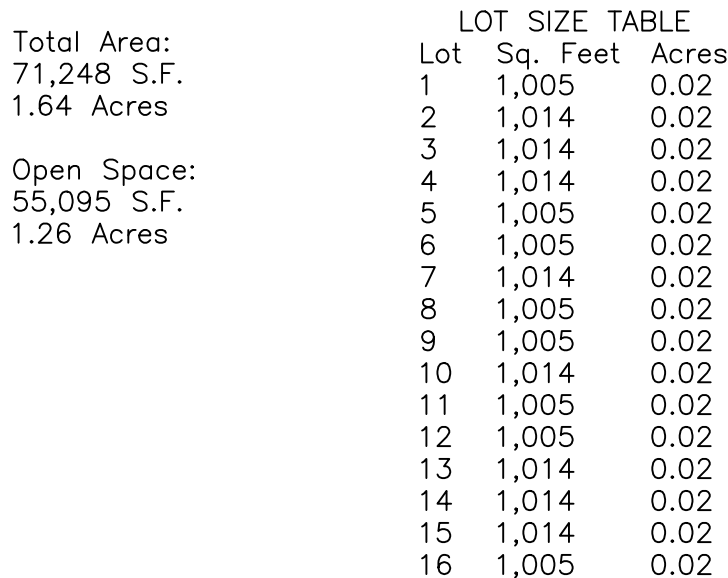
Please contact the case planner identified in the Planning Comments with any questions about the review process.

Please contact [pkeltner@columbiatn.gov](mailto:pkeltner@columbiatn.gov) or [srichardson@columbiatn.gov](mailto:srichardson@columbiatn.gov) if you encounter difficulties with the online portal.

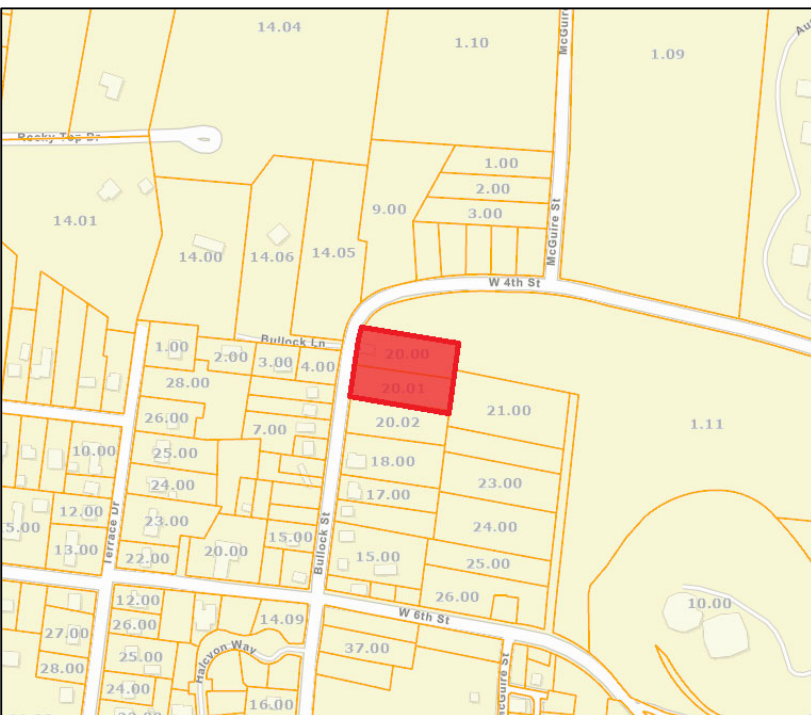
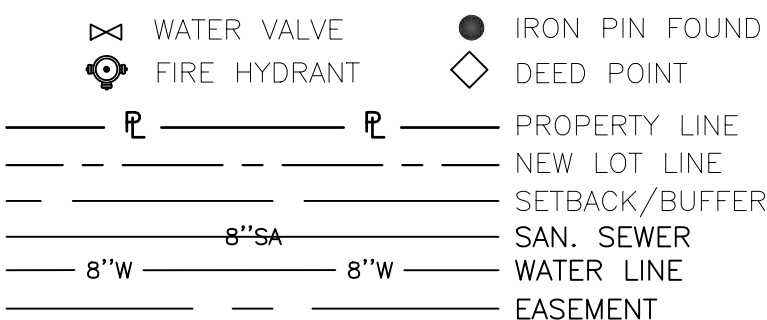
You will receive an invoice for required advertising and mailing fees. All fees must be paid by the Friday following resubmittal in order advance to the Planning Commission agenda.

**NOTE:** All resubmittals must demonstrate compliance with city standards prior to Planning Commission review. Requests which do not adhere to regulations and/or remain unresponsive to technical comments will not be forwarded to the next agenda until such items are amended. Final Plat applications which are not ready to proceed to Planning Commission following the first resubmittal deadline will be added to the following DRC agenda to confirm the status of required infrastructure and utilities. Applications which remain incomplete following two resubmittal deadlines will be closed.





These standard symbols will be found in the drawing.



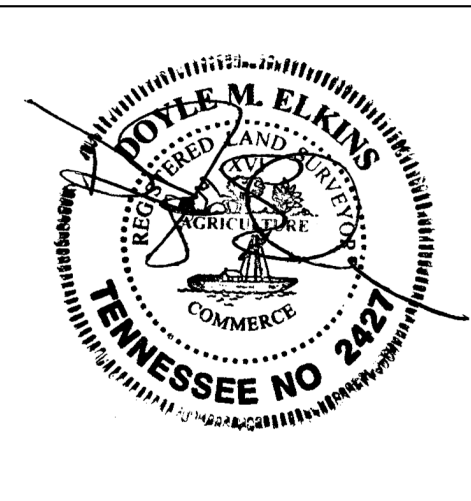
VICINITY MAP NOT TO SCALE

But the fruit of the *Spirit* is  
love, joy, peace, patience, kindness, goodness,  
faithfulness, gentleness and self-control  
Against these things there is no law.  
Galatians 5:22

EXISTING SSMH  
TC 675.35  
INV IN 670.25  
INV OUT 669.82

SSMH D1  
TC = 676.63  
INV IN 674.00  
INV IN(S) 673.9  
INV OUT 673.62

Barbara Hopkins  
Towler Ln.  
Parcel 089M A 021.00  
Book R2537 527



I HEREBY CERTIFY THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION FOR THE UNADJUSTED SURVEY IS GREATER THAN 1:15,000 AS SHOWN HEREON.

## FINAL PLAT

## BULLOCK STREET TOWNHOMES

**600 BULLOCK ST, COLUMBIA, TN**

PREPARED FOR: HARAKAS GRADING

|            |          |        |          |         |
|------------|----------|--------|----------|---------|
| DATE       | SCALE    | SHEET  | DRAWN BY | PROJECT |
| 11/12/2024 | 1" = 30' | 1 OF 1 | DME/BA   | 24235   |

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the property shown and described hereon as evidenced in Book Number 2891, Page 269, Maury County Registers Office, and that I hereby adopt this plan of subdivision with my free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date \_\_\_\_\_ Curt Harakas \_\_\_\_\_

## CERTIFICATE OF SURVEY ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a Class "1" Land Survey as defined in TCA Title 62, Chapter 18 and that the ratio of precision is greater than or equal to 1:15,000.

Date Doyle M. Elkins - RLS 2427

## CERTIFICATE OF APPROVAL OF WATER SYSTEM

I hereby certify that the water system(s) outlined or indicated on this final subdivision plat has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date Columbia Power &amp; Water Systems

## CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

I hereby certify that the streets, drainage, and utilities outlined or indicated on this final subdivision plat have been installed in accordance with City specifications, or a performance surety in the amount of \$\_\_\_\_\_ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date \_\_\_\_\_ City Engineer \_\_\_\_\_

## CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Columbia Municipal Planning Commission, and that it has been approved for recording in the Office of the Maury County Register of Deeds.

Date \_\_\_\_\_ Planning Director \_\_\_\_\_

**CERTIFICATE OF SUBDIVISION NAME AND STREET NAMES**

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Date \_\_\_\_\_ Maury County E-911 \_\_\_\_\_

## CERTIFICATE OF SANITARY SEWER SYSTEM

I hereby certify that the sanitary sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date \_\_\_\_\_ Director of Wastewater Department \_\_\_\_\_

## CERTIFICATE OF COMPLIANCE

I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Date \_\_\_\_\_ City Engineer \_\_\_\_\_

OWNER INFORMATION:

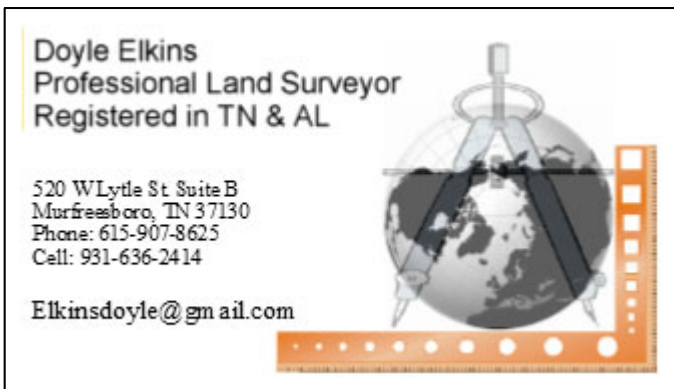
Curt Harakas  
2700 New Highway 7  
Santa Fe, TN 38482  
615-207-3813  
harakasconst@yahoo.com

PROPERTY INFORMATION:

600 & 602 Bullock Street  
Columbia, TN 38401  
Parcels 089M A 020.00 & 020.01  
Book R2891 269

**FLOOD INSURANCE NOTE:**

By graphics plotting only, this property is in **ZONE X** of the Flood Insurance Rate Map, Community Panel No. **47119C0285E** effective date of 4/16/2007. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property IS NOT in a Special Flood Hazard Area.





25000256

DOCUMENT PREPARED BY: PlaName: Curt HarakasCompany: Harakas Development LLCAddress: 1138 New Highway 7 Columbia Tn 38401*After recording return copy to City of Columbia, Development Services*

7 PGS:AL-EASEMENT

JANE BATCH: 342471 01/06/2025 - 03:13 PM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 35.00

ARCHIVE FEE 0.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 37.00

STATE OF TENNESSEE, MAURY COUNTY

**JOHN FLEMING**

REGISTER OF DEEDS

**INSPECTION AND MAINTENANCE AGREEMENT OF  
PRIVATE STORMWATER MANAGEMENT FACILITIES**Map & Parcel Number: 089M-020.00 000/089M-020.01 000Project Name: Bullock street townhomesRecorded by deed in the Register of Deeds Office of Maury County in Deed Book Plat 5, Page(s) 260.THIS AGREEMENT, made this 6th day of January, 2025, by and between Deed R2891 Pg 269  
Harakas Development LLC hereinafter referred to as the "OWNER(S)" of the following property  
and City of Columbia, Tennessee, hereinafter referred to as the "CITY",

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that the OWNER(S) shall provide for adequate long term maintenance and continuation of stormwater control measures described in the Long Term Maintenance Plan and shown on the location map, deed of easement drawing or plat attached hereto to ensure that the facilities, are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall perform routine inspections to ensure that all long term stormwater management facilities are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at the site. The OWNER(S) or operators shall maintain documents of these inspections.
3. The OWNER(S) shall perform comprehensive inspections of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by either a professional engineer or landscape architect.
4. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility within the CITY.
5. The OWNER(S) shall record and grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor.
6. If, upon inspection, the CITY finds that the OWNER(S) has failed to properly maintain the facilities, the CITY may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the CITY to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the PROPERTY without first obtaining written approval of the OWNER(S).
7. The CITY is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the CITY. The OWNER(S) shall reimburse the CITY upon demand the costs incurred in the maintenance of the facilities.
8. If the OWNER(S) fails to pay the CITY for the above expensive after forty-five (45) days written notice, the OWNER(S) authorizes the CITY to collect said expenses from the OWNER(S) through appropriate legal action and the OWNER(S) shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
9. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the CITY and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part,



against the CITY from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this AGREEMENT. In the event a claim is asserted against the CITY, its officers, agents or employees, the CITY shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against the CITY, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. The CITY will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide

10. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
11. No waiver of any provision of this AGREEMENT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.
12. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this AGREEMENT and its attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
13. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Maury, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest

ATTEST BY OWNER(S):

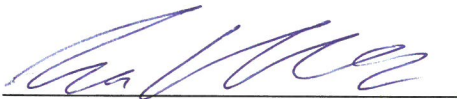
Print Name Curt Harakas

Owner Harakas Development LLC

Title Managing member

Address 1138 New Highway 7

Signature

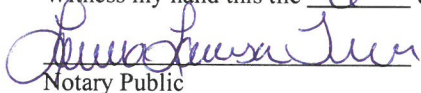


City, State ZIP Columbia Tn 38401

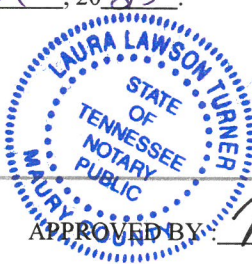
STATE OF TN  
COUNTY OF Maury

Before me, Curt Harakas of the state and county mentioned, personally appeared Curt Harakas, with whom I am personally acquainted and who acknowledged that he/she executed the foregoing instrument of the purposes therein contained.

Witness my hand this the 6 day of Jan, 2025.

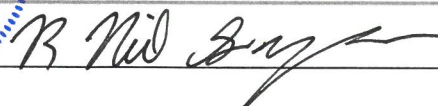
  
Notary Public

My Commission Expires: 4/20/27



CITY OF COLUMBIA, TENNESSEE  
ENGINEERING DEPARTMENT

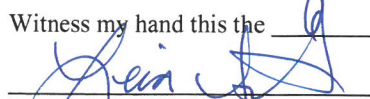
APPROVED BY:



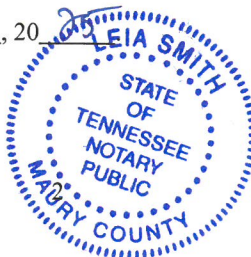
STATE OF TENNESSEE  
COUNTY OF MAURY

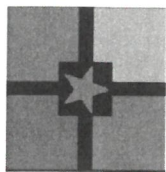
Before me, Leia Smith of the state and county mentioned, personally appeared Neel Scruggs, with whom I am personally acquainted, and who acknowledged themselves to be the City Engineer of the City of Columbia or his designee and as such, being authorized so to do, executed the foregoing instrument of the purposes therein contained.

Witness my hand this the 6 day of Jan, 2025.

  
Notary Public

My Commission Expires: 23 April 25





city of **COLUMBIA** TENNESSEE DEVELOPMENT SERVICES 700 NORTH

GARDEN STREET COLUMBIA, TN 38401 PHONE: (931) 560-1560 FAX: (931) 560-1541

## POST CONSTRUCTION LONG TERM MAINTENANCE PLAN FOR

PROJECT NAME: *Bullock Street townhomes*

### SYSTEM DESCRIPTION

The site consists of a series of stormwater conveyances both open channel and piped, detention / retention.

There is one stormwater detention pond sized to detain through the 100 year peak event. The orifice is designed to contain the first flush, 1 inch, for 72 hour.

- 275 feet of 8" pipe for gutter drains all drains to storm water infrastructure
- All down spouts of building drain to detention pond
- 580 feet of 18 inch pipe and 2 storm inlets, 1 Junction box 4 head walls.
- 1 storm water outlet structure at east side mid ways of the detention pond.

Upon completion of the site construction, 'Record Drawings' in a version not less than AutoCAD 2006 LT (NAD83, NAVD88) of the stormwater controls will be provided to the City of Columbia for verification.

A copy of the **INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES** that has been completed, notarized and recorded in the Land Records of the County of Maury, Tennessee will be kept on site with this document.

### MAINTENANCE PROCEDURES 1. STORMWATER DETENTION PONDS

- The outlet structure shall be checked regularly for clogging and shall be cleaned and repaired as necessary---monthly after it is first built then a regular sequence should be established or at least quarterly or after a large rain event.
- Check banks and bottom surface of basin for erosion and correct as necessary.
- Check at least quarterly and after each extreme storm event, the facility should be cleaned of accumulated debris. The banks of surface ponds should be checked and areas of erosion repaired. Remove nuisance wetland species and take appropriate measures to control mosquitoes.
- This maintenance typically includes sediment, floatable, and debris removal from inlets, outlets and skimmers
- Pond vegetation needs to be trimmed or harvested as appropriate, grassy areas frequently mowed. Grass should be mowed so that it does not get over 6 inches.

Page 1 of 4



- Remove sediment when accumulation reached 6 inches, or if re-suspension is observed or probable.
- Some sediment may contain contaminants which the Tennessee Department of Environment and Conservation (TDEC) requires special disposal procedure. If there is any uncertainty about what the sediment contains or it is known to contain contaminants, then TDEC should be consulted and their disposal recommendations followed. The TDEC Division of Water Pollution Control should be contacted at (931) 380-3371. Generally, special attention or sampling should be given to sediment accumulated in facilities serving industrial, manufacturing or heavy commercial sites,

fueling centers or automotive maintenance areas, large parking areas, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.

- Some sediment collected may be innocuous (free of pollutants) and can be used as fill material, cover or land spreading. It is important that this material not be placed in any way that will promote or allow re-suspension in storm runoff.

## 2. GRASS LINED OPEN CHANNEL

- The facility should be checked annually for signs of erosion, vegetation loss, and channelization of the flow.
- The grass should be mowed when it reaches a height of 8 inches (20.3 cm) and no shorter than 3 inches (7.6 cm). Allowing the grass to grow taller may cause it to thin and become less effective. The clippings should be bagged and removed.
- Mow grass covered biofilters regularly to promote growth and pollutant uptake.
- Remove cuttings and dispose of properly (preferably through composting).
- Remove sediment by hand with a flat-bottomed shovel during dry periods.
- Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or plug any damaged turf or vegetation.
- Eventually, sufficient sediment will be trapped that the entire biofilter will need to be removed with sediment and reconstructed to begin a new cycle of stormwater quality control.
- Roto-till or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48.

3. 580 FT OF 18 INCH PIPE AND 2 STORM DRAINS

- These structures will be inspected and cleaned annually

4. STORMCEPTOR WATER QUALITY UNIT

- N/A

5. STREAMSIDE WATER QUALITY BUFFER

- N/A

6. TYPICAL MAINTENANCE ACTIVITIES FOR BIORETENTION AREAS (SOURCE: EPA, 1999)

- N/A



CITY OF **COLUMBIA** TENNESSEE DEVELOPMENT SERVICES 700 NORTH  
GARDEN STREET COLUMBIA, TN 38401 PHONE: (931) 560-1560 FAX: (931) 560-1541

EXAMPLE STORMWATER MANAGEMENT  
INSPECTION/MAINTENANCE FORM

*To be kept on site*

PROJECT NAME: Bullock Street townhomes

PROJECT LOCATION: 600/602 Bullock st

OWNER/LEGAL ENTITY: Curt Harakas/Harakas Development

TELEPHONE: (615)207-3813

| E-MAIL:<br><a href="mailto:harakasconst@yahoo.com">harakasconst@yahoo.com</a><br><b>DATE</b> | ITEM INSPECTED | INSPECTOR | OBSERVATION &<br>REMARKS |
|----------------------------------------------------------------------------------------------|----------------|-----------|--------------------------|
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|                                                                                              |                |           |                          |

## 2021

POINT OF  
CONNECTION ROOM  
DRAIN LEADER

DOWNSPOUTS AT REAR  
OF BUILDING SHEET FLOW  
TO DETENTION AREA

TOTAL DISTURBED AREA 71.171 SF OR 1.63 ACRESDEVELOPMENT RUNOFF (CFS)

THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY LINES AND SHALL TAKE ANY AND ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO ANY LINE IN THE PATH OF THE WORK. THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES. THE UTILITY COMPANY SHALL BE THOROUGHLY EXAMINED TO ENSURE THAT THE PHYSICAL BATTERY MEASURES MATCH A THOROUGH EXAMINATION OF THE OVERHEAD WIRING IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONDUCT THE EXACT SAME PRIOR TO BEGINNING CONSTRUCTION AND HAVE THE CERTIFICATE OF THE EXACT SAME PRIOR TO

**W.E.S. ENGINEERS AND SURVEYORS**  
2406 NASHVILLE HWY  
COLEBURN, TNR 38401  
(931) 986-2229

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 15150C/D (BASE FLOOD AREA) 18, 1907770150, 2007.

[illegible]

C-4.0

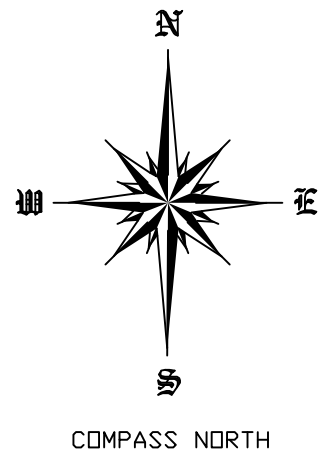
**WES ENGINEERS & SURVEYORS**  
CIVIL ENGINEERS & LAND SURVEYORS  
2486 NASHVILLE HIGHWAY  
COLUMBIA, TN 38401  
PHONE: (931) 388-2326  
www.wes-engineers.com

**BULLOCK STREET TOWNHOMES**  
BULLOCK STREET  
COLUMBIA, MAURY COUNTY, TENNESSEE  
GRADING AND DRAINAGE PLAN

|           |      |                    |
|-----------|------|--------------------|
| REVISIONS | DATE | Client             |
|           |      | STEVE DESOTO       |
|           |      | 14 GAST STREET     |
|           |      | FRANKLIN, TN 37064 |

|             |        |             |                  |
|-------------|--------|-------------|------------------|
| Job no.     | 20531  | Drawn by    | QC               |
| Scale:      |        | Checked by  | CV               |
| Vertical:   |        | Approved by | CV               |
| Horizontal: | 1"=30' | Date        | JANUARY 13, 2001 |





| LOT SIZE TABLE |          |       |
|----------------|----------|-------|
| Lot            | Sq. Feet | Acres |
| 1              | 1,005    | 0.02  |
| 2              | 1,014    | 0.02  |
| 3              | 1,014    | 0.02  |
| 4              | 1,014    | 0.02  |
| 5              | 1,005    | 0.02  |
| 6              | 1,005    | 0.02  |
| 7              | 1,014    | 0.02  |
| 8              | 1,005    | 0.02  |
| 9              | 1,005    | 0.02  |
| 10             | 1,014    | 0.02  |
| 11             | 1,005    | 0.02  |
| 12             | 1,005    | 0.02  |
| 13             | 1,014    | 0.02  |
| 14             | 1,014    | 0.02  |
| 15             | 1,014    | 0.02  |
| 16             | 1,005    | 0.02  |

Total Area:  
71,248 S.F.  
1.64 Acres

Open Space:  
55,095 S.F.  
1.26 Acres

LEGEND

These standard symbols will be found in the drawing.

WATER VALVE

FIRE HYDRANT

PROPERTY LINE

NEW LOT LINE

SETBACK/BUFFER

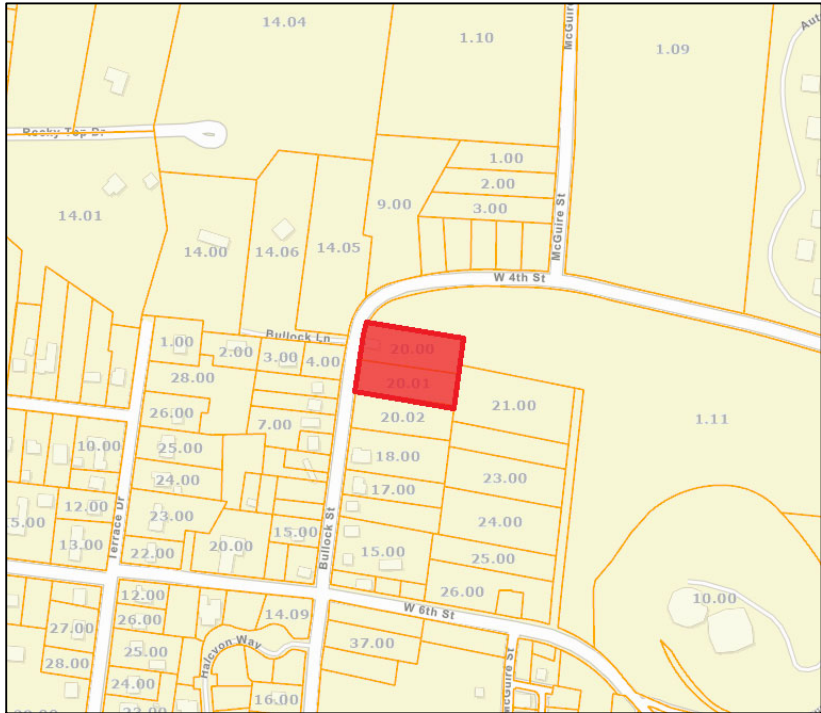
SAN. SEWER

WATER LINE

EASEMENT

IRON PIN FOUND

DEED POINT



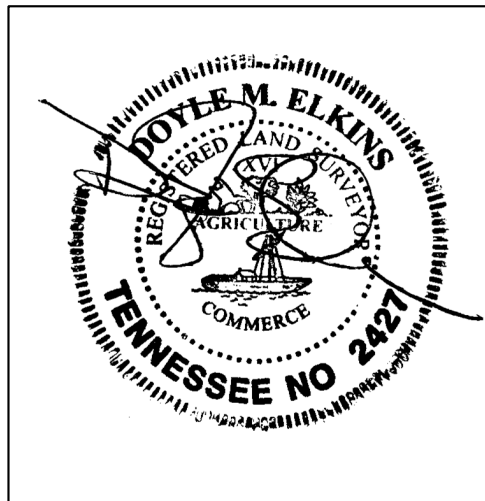
VICINITY MAP NOT TO SCALE

But the fruit of the Spirit is  
love, joy, peace, patience, kindness, goodness,  
faithfulness, gentleness and self-control  
Against these things there is no law.  
Galatians 5:22

EXISTING SSMH  
TC = 675.35  
INV IN = 670.25  
INV OUT = 669.82

SSMH D1  
TC = 676.63  
INV IN = 674.00  
INV IN(S) = 673.92  
INV OUT = 673.62

Barbara Hopkins  
Towler Ltr.  
Parcel 089M A 021.00  
Book R2537 527



**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
I hereby certify that I am the owner of the property shown and described hereon as evidenced in Book Number 2891, Page 269, Maury County Registers Office, and that I hereby adopt this plan of subdivision with my free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date \_\_\_\_\_ Curt Harakas

**CERTIFICATE OF SURVEY ACCURACY**  
I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a Class "1" Land Survey as defined in TCA Title 62, Chapter 18 and that the ratio of precision is greater than or equal to 1:15,000.

Date \_\_\_\_\_ Doyle M. Elkins - RLS 2427

**CERTIFICATE OF APPROVAL OF WATER SYSTEM**  
I hereby certify that the water system(s) outlined or indicated on this final subdivision plat has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date \_\_\_\_\_ Columbia Power & Water Systems

**CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES**  
I hereby certify that the streets, drainage, and utilities outlined or indicated on this final subdivision plat have been installed in accordance with City specifications, or a performance surety in the amount of \$ \_\_\_\_\_ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date \_\_\_\_\_ City Engineer

**CERTIFICATE OF APPROVAL FOR RECORDING**  
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Columbia Municipal Planning Commission, and that it has been approved for recording in the Office of the Maury County Register of Deeds.

Date \_\_\_\_\_ Planning Director

**CERTIFICATE OFSUBDIVISION NAME AND STREET NAMES**  
Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

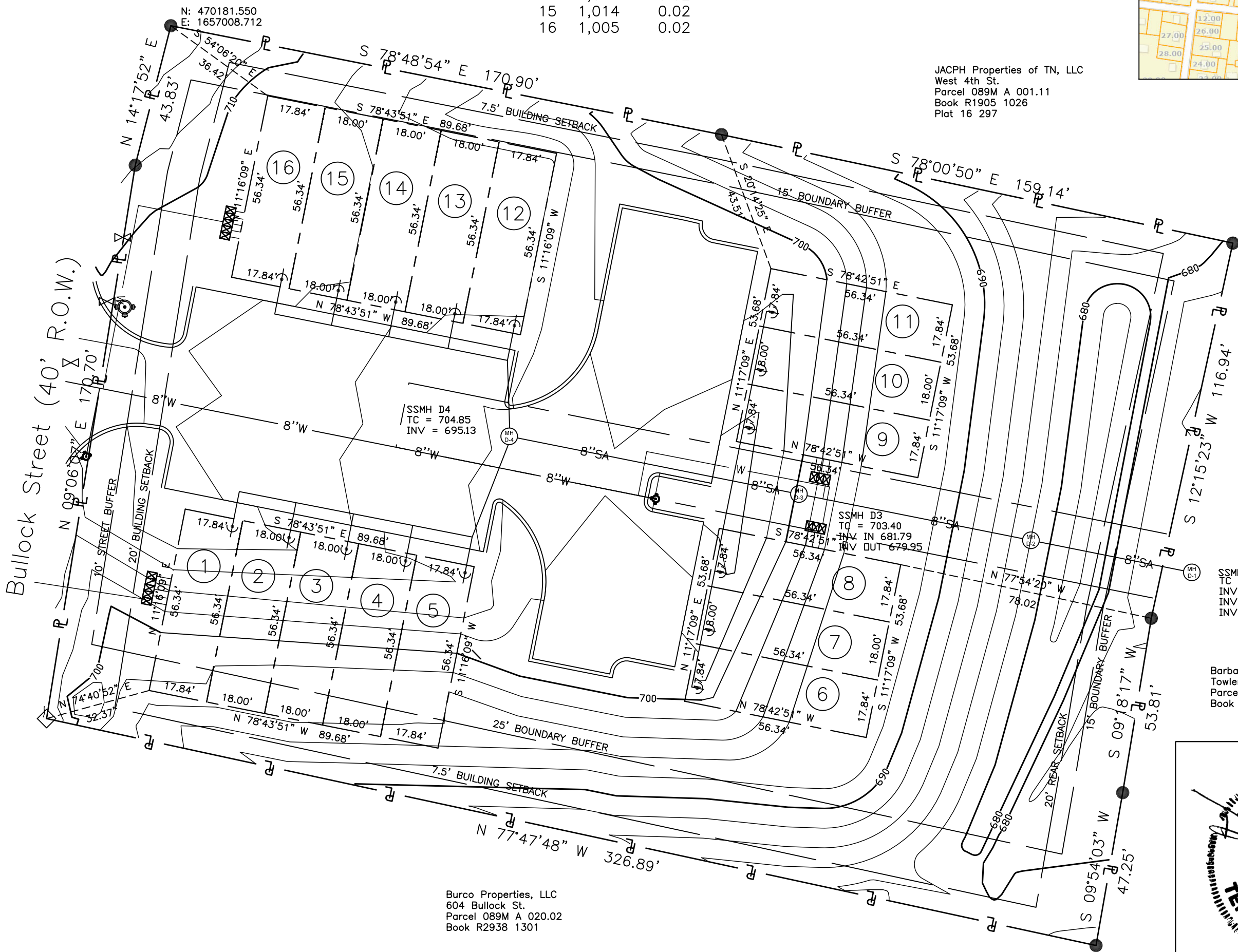
Date \_\_\_\_\_ Maury County E-911

**CERTIFICATE OF SANITARY SEWER SYSTEM**  
I hereby certify that the sanitary sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date \_\_\_\_\_ Director of Wastewater Department

**CERTIFICATE OF COMPLIANCE**  
I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

Date \_\_\_\_\_ City Engineer



Burco Properties, LLC  
604 Bullock St.  
Parcel 089M A 020.02  
Book R2938 1301

**OWNER INFORMATION:**  
Curt Harakas  
2700 New Highway 7  
Santa Fe, TN 38482  
615-207-3813  
harakasconst@yahoo.com

**PROPERTY INFORMATION:**  
600 & 602 Bullock Street  
Columbia, TN 38401  
Parcels 089M A 020.00 & 020.01  
Book R2891 269

**FLOOD INSURANCE NOTE:**  
By graphics plotting only, this property is in **ZONE X** of the Flood Insurance Rate Map, Community Panel No. **47119C0285E** effective date of 4/16/2007. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property **IS NOT** in a Special Flood Hazard Area.



Doyle Elkins  
Professional Land Surveyor  
Registered in TN & AL

520 WLytle St Suite B  
Murfreesboro, TN 37130  
Phone: 615-907-8625  
Cell: 931-636-2414

Elkinsdoyle@gmail.com

I HEREBY CERTIFY THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION FOR THE UNADJUSTED SURVEY IS GREATER THAN 1:15,000 AS SHOWN HEREON.

**FINAL PLAT**  
**BULLOCK STREET TOWNHOMES**  
**600 BULLOCK ST, COLUMBIA, TN**

PREPARED FOR: HARAKAS GRADING

| DATE       | SCALE    | SHEET  | DRAWN BY | PROJECT |
|------------|----------|--------|----------|---------|
| 11/12/2024 | 1" = 30' | 1 OF 1 | DME/BKA  | 24235   |



May 19, 2023

Mr. Gerald W. Vick P.E.  
WES Engineers & Surveyors  
2486 Nashville Hwy  
Columbia, TN 38401

*Sent via email: gerald@wesengineers.com*

**RE: Water Availability Letter**  
**Bullock Street Townhomes – 16 Units**  
**600 Bullock Street**  
**Tax Map 89M, Parcel 20.00 & 20.01**  
***Columbia, Maury County, TN***

Dear Mr. Vick:

Columbia Power and Water Systems ("the Utility"/CPWS) is a municipal corporation authorized to provide water services in accordance with State law. CPWS has adopted rules, regulations, and standard operation procedures, prescribing the conditions under which CPWS will furnish water service. In addition, certain State laws delegate authority to the Tennessee Department of Environment and Conservation, various Planning Commissions and other authorities in Cities and Counties. These Cities and Counties have also adopted rules and regulations. Subject to the payment of all charges and fees imposed by CPWS and the approval of any and all required governmental agencies, water service will be made available on a first-come, first-served basis, subject to availability of all CPWS furnished equipment and materials appropriate for the development and provided the applicant complies with all rules and regulations of CPWS and conditions set out herein.

The proposed development consists of 16 townhome units. CPWS has evaluated the projected water demands for the proposed residential development in the water system hydraulic model and is able to meet a fire-flow capacity of 1,000 gpm at 20 psi while maintaining the existing level of service and pressures in this portion of the distribution system. CPWS can provide water for the proposed development according to the following requirements:

- Domestic waterline connection will be made to the existing 6-inch water main located on Bullock Street.





- A 6-inch water main will be required to be extended from West 4Th Street to Bullock Street to create a looped connection to meet fire flow requirements. See attached figure.
- Units may be served via gang-meter vaults located at the lot frontage.

All of the above requirements are to be constructed and paid for by the Applicant and dedicated to CPWS once complete up to and including the meter. No construction of CPWS infrastructure shall be initiated until final construction plans have been approved by TDEC and all parties have fully executed a water service agreement.

Once you have received this Water Availability Letter, next steps in the process to obtain water service from CPWS are as follows:

- Present the attached hydrant analysis report for coordination and approval of development from the Columbia Fire & Rescue Fire Marshall.
- Provide site base CAD files in DWG format, including roads, lot lines, existing and proposed contours, and other existing and proposed utilities, for use in development of water construction drawings.
- Remit to CPWS new water service fees:

|                                                          |            |
|----------------------------------------------------------|------------|
| New Water Service Fee: \$1,500 + \$370 per SFU (16 SFUs) | \$7,420.00 |
|----------------------------------------------------------|------------|

- CPWS will then develop water construction drawings and submit to TDEC for approval. Upon approval by TDEC and payment of meter and impact fees by the applicant, applicant may then schedule a pre-construction meeting with CPWS. Pre-construction meeting will not be scheduled until fees are paid in full or surety is provided in lieu of full payment. Final meter and impact fees are subject to change based on final design and meter size determination. Meter fees are subject to change based on market costs at time of purchase. Meters will not be set until meter and impact fees are paid.

|                                                |                    |
|------------------------------------------------|--------------------|
| Meter Fee: \$540 per 3/4" meter (16 meters)    | \$8,640.00         |
| Impact Fee: \$4,500 per 3/4" meter (16 meters) | \$72,000.00        |
| <b>Total Meter and Impact Fees Due =</b>       | <b>\$80,640.00</b> |

- After the pre-construction meeting, CPWS will then issue a formal notice to proceed. No construction of CPWS infrastructure may take place prior to the pre-construction meeting.
- Applicant is then required to construct all public water infrastructure per CPWS standard specifications and provide CPWS personnel unregulated access to the site to inspect the construction of the water infrastructure.



If you have any questions, please feel free to contact me at 423-774-0349 or [eric.king@inflodesign.com](mailto:eric.king@inflodesign.com). This letter is valid for one-hundred twenty (120) days from the date of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Eric King".

Eric King, P.E.

Inflo Design Group, LLC

on behalf of Columbia Power and Water Systems

cc: Jonathan Hardin, CPWS

File 22-046





## Water Availability Review

Bullock Street Townhomes

Tax Map 089M, Group A, Parcel 20.00 and 20.01

Esri Community Maps Contributors, Tennessee STS GIS, ©  
 OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,  
 GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census  
 Bureau, USDA, Maxar, Microsoft, Esri, HERE, Garmin, SafeGraph,  
 GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

2022

N



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0 0.01 0.03



# Columbia Fire & Rescue

## Fire Flow Requirements



Water Purveyor: Columbia Power & Water System

Date: 1-17-2023

Name: Curt Harakas

Phone: 615-207-3813

Email: harakasconst@yahoo.com

Address/Parcel ID: 600 Bullock Street Townhomes

Property Type: ☒ Residential  
☐ Commercial  
☐ Industrial

Construction Type: VB

Enclosed Area (ft<sup>2</sup>): < 3,600

### FILLED OUT BY COLUMBIA FIRE AND RESCUE

NFPA Sprinkler Type: NFPA 13R

#### Water System Demand without Sprinkler Credit

*Fire flow Requirements (International Fire Code Appendix B)*

Fire Flow: 1,000 gpm Duration: 1 hours

*Fire Hydrant Location and Distribution (International Fire Code Appendix C)*

Minimum number of hydrants: 1

Average spacing between hydrants: 500 ft.

Maximum distance from frontage to hydrant: 250 ft.

#### Water System Demand with Sprinkler Credit

*Fire flow requirements (International Fire Code Appendix B)*

Fire Flow: 500 gpm Duration: 1/2 hours

*Fire Hydrant Location and Distribution (International Fire Code Appendix C)*

Minimum number of hydrants: 1

Average spacing between hydrants: 500 ft.

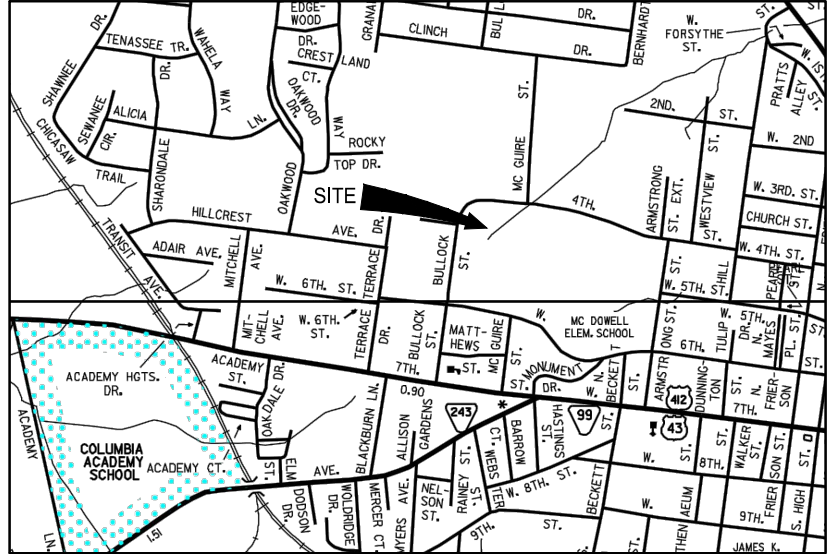
Maximum distance from frontage to hydrant: 250 ft.

Fire Plan Reviewer: Brad Massey Date: 1-17-2023



PUD FINAL PLAN / PRELIMINARY PLAT

| LOT AREA TABLE |             |       |
|----------------|-------------|-------|
| LOT NUMBER     | SQUARE FEET | ACRES |
| 1              | 1014        | 0.023 |
| 2              | 1014        | 0.023 |
| 3              | 1014        | 0.023 |
| 4              | 1014        | 0.023 |
| 5              | 1005        | 0.023 |
| 6              | 1005        | 0.023 |
| 7              | 1014        | 0.023 |
| 8              | 1005        | 0.023 |
| 9              | 1005        | 0.023 |
| 10             | 1014        | 0.023 |
| 11             | 1005        | 0.023 |
| 12             | 1005        | 0.023 |
| 13             | 1014        | 0.023 |
| 14             | 1014        | 0.023 |
| 15             | 1014        | 0.023 |
| 16             | 1005        | 0.023 |



Location Map

SITE DATA:

OWNER: BULLOCK STREET, LLC  
1113 MURFREESBORO ROAD SUITE 106-406  
FRANKLIN, TN 37064

PARCEL NUMBER: TAX MAP 89M GROUP A PARCELS 020.00 & 020.01  
DEED BOOK: R2537, PG 527

SUBJECT PARCEL ZONING: MAP 89M GROUP A PARCELS 020.00 & 020.01 - RM-1

PROPOSED PARCEL ZONING: RM-1 PUD

ACREAGE OF SITE: 1.63± ACRES

MINIMUM REQUIRED BUILDING SETBACKS:  
20' FRONT (MINOR)  
20' REAR  
7.5' SIDE

UTILITY SERVICES: WATER SERVICE  
COLUMBIA POWER & WATER SYSTEMS  
201 PICKENS LANE  
COLUMBIA, TENNESSEE 38401  
(931) 388-4833

ELECTRIC SERVICE  
COLUMBIA POWER & WATER SYSTEMS  
201 PICKENS LANE  
COLUMBIA, TENNESSEE 38401  
(931) 388-4833

PURPOSE NOTE: REZONE MAP 89M GROUP A PARCELS  
020.00 AND 020.01 FROM RM-1 TO RM-1 PUD  
TO CONSTRUCT 16 RESIDENTIAL UNITS WITH  
RELATED APPURTENANCES

- NOTES:
- INSTALLATION OF HVAC EQUIPMENT IN P.U.D.E.'s WITH  
BURIED PIPES IS PROHIBITED.
  - MINIMUM UNIT WIDTH IS 17'-8"
  - ALL DRAINAGE SWALES AND BERMS TO BE MAINTAINED BY  
HOMEOWNERS.

PARKING DATA: MULTIFAMILY/APARTMENT 1.5 SPACES PER TWO  
BEDROOMS

REQUIRED PARKING  
16 UNITS @ TWO BEDROOM/UNIT = 32 BEDROOMS  
16 X 1.5 = 24 SPACES

PROPOSED PARKING 33 SPACES

NOTE:  
PATIOS THAT FALL WITHIN THE BUILDING SETBACK WILL NOT BE PERMITTED TO  
HAVE ANY VERTICAL STRUCTURES INSTALLED.

PUD FINAL PLAN / PRELIMINARY PLAT:

THE PUD MASTER PLAN FOR THIS PROJECT WAS APPROVED JANUARY 2021 - PLANNING CASE #20-0206  
THE PRELIMINARY PLAT FOR THIS PROJECT WAS APPROVED APRIL 2021 - PLANNING CASE #21-0037

THIS SUBMITTAL IS TO REQUEST APPROVAL OF THE PUD FINAL PLAN, FINAL MASTER PLAN, FINAL MASTER  
DEVELOPMENT PLAN, FINAL PUD MASTER PLAN, PUD FINAL MASTER PLAN / PRELIMINARY PLAT FOR THE  
PROJECT.

COLUMBIA FIRE & RESCUE NOTES:

PUBLIC WATER SYSTEM DEMAND:  
NFPA 13R

FIRE FLOW: 2,250 GPM DURATION: 2 HOURS (WITHOUT SPRINKLER CREDIT)  
FIRE FLOW: 1,500 GPM DURATION: 2 HOURS (WITH SPRINKLER CREDIT)

MINIMUM NO OF HYDRANTS: 2  
SPACING BETWEEN HYDRANTS: 450 FT  
MAX DISTANCE FROM FRONTAGE TO HYDRANT: 225 FT

GEOTECHNICAL NOTE:

CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF  
CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL  
INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN. IF, IN THE PURSUIT OF THIS WORK BY THE  
CONTRACTOR, CONDITIONS OR CIRCUMSTANCES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED  
IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY  
NOTIFY THE CIVIL ENGINEER, THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER. BEFORE ANY  
REMEDIATION COURSE OF ACTION OR DESIGN CHANGE IS INITIATED, ALL PARTIES TO THE PROCESS (OWNER, CIVIL  
ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF  
THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

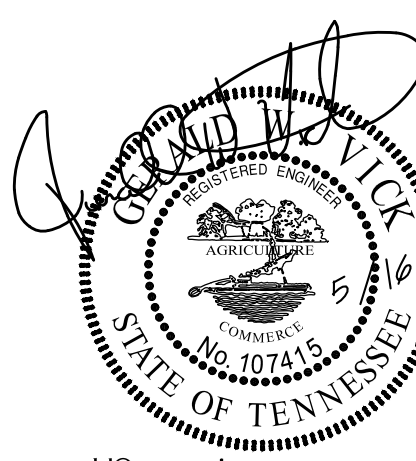
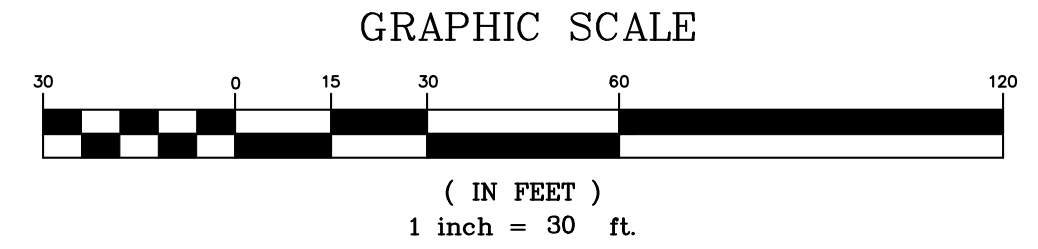
SITE BENCHMARK NOTE:

CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE  
RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

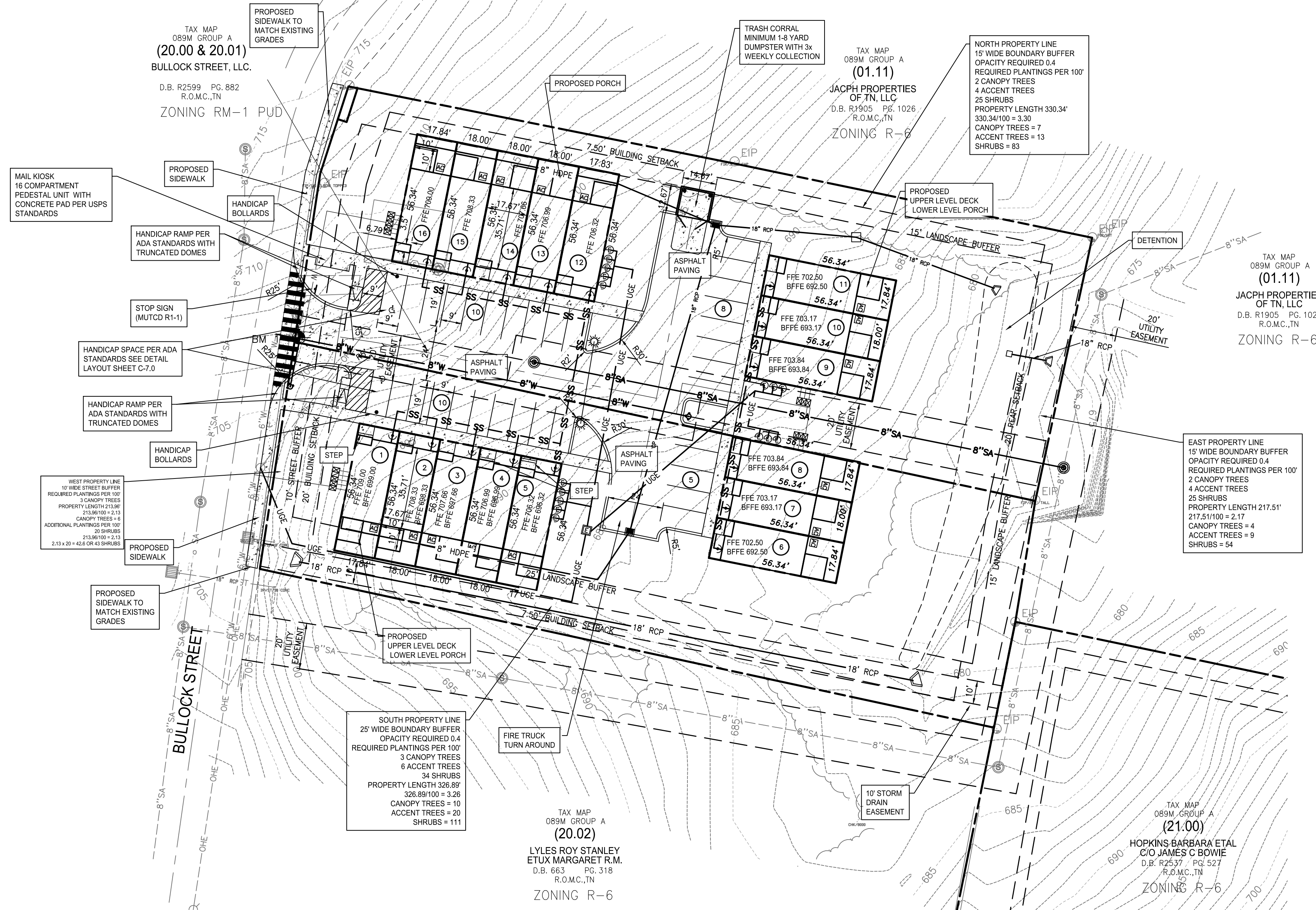
BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:  
WES E ENGINEERS & SURVEYORS  
2486 NASHVILLE HWY  
COLUMBIA, TENNESSEE 38401  
(931) 388-2329

FLOOD STUDY NOTE:

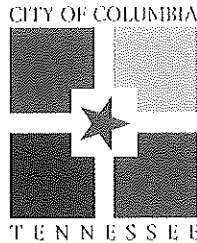
THIS PROPERTY IS NOT LOCATED IN A FLOOD  
HAZARD AREA AS PER FEDERAL EMERGENCY  
MANAGEMENT AGENCY FLOOD BOUNDARY AND  
FLOODWAY MAP COMMUNITY PANEL NO.  
47119C0208SE DATED APRIL 16, 2007 (ZONE "X")



RELEASED FOR CONSTRUCTION WHEN  
STAMPED APPROVED BY MUNICIPALITY







## WASTEWATER DEPARTMENT

15 May 2023

Jennifer Dodd, Director  
Division of Water Resources  
ATTN: Engineering Services Unit  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 11<sup>th</sup> Floor  
Nashville, TN 37243

RE: Bullock St  
Columbia, TN 38401

Ms. Dodd,

The City of Columbia Wastewater Department has reviewed and approved the design of the subject project, consisting of 212 linear feet of 8" gravity sewer main. Our Department has conducted an analysis and determined the system has adequate capacity and the project will not create or exacerbate any overflow problems.

Regards,

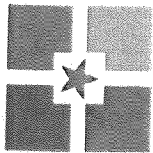
A handwritten signature in black ink, appearing to read "Donald J. Boshers".

Donald J. Boshers, Director  
City of Columbia, TN  
Wastewater Department  
(931) 560-1001

*Something Good Around Every Corner*

1244 Treatment Plant Road Columbia, Tennessee 38401 Phone 931.560.1001





CITY OF  
**COLUMBIA**  
TENNESSEE

DEVELOPMENT SERVICES  
700 NORTH GARDEN STREET  
COLUMBIA, TN 38401  
PHONE: (931) 560-1560  
FAX: (931) 560-1541

PLANNING COMMISSION  
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

\* 1 hard copy of all materials for submittal + PDF copy on a USB thumb drive or CD (no multiple applications on one storage device)

Fold hard copy submittals larger than 8½"x11"

|                                       |                               |          |                      |
|---------------------------------------|-------------------------------|----------|----------------------|
| ADDRESS/LOCATION                      | 600 Bullock St 602 Bullock St |          |                      |
|                                       | TAX MAP: 089                  | GROUP: A | PARCEL: 02000 + 2001 |
| SUMMARY OF NATURE OF REQUEST AND WORK | Final Plat                    |          |                      |

|                                    |                                                        |
|------------------------------------|--------------------------------------------------------|
| DATE OF PRE-APPLICATION CONFERENCE | Pre-application meetings are scheduled for Wednesdays. |
|------------------------------------|--------------------------------------------------------|

| SELECT REQUEST                                                                                                                                                                                                                                                                                                                                                                                                                                           | SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><input type="checkbox"/> Annexation</li><li><input type="checkbox"/> Rezoning</li><li><input type="checkbox"/> Preliminary Plat</li><li><input checked="" type="checkbox"/> Final Plat</li><li><input type="checkbox"/> PUD Preliminary Master Plan</li><li><input type="checkbox"/> PUD Final Site Plan</li><li><input type="checkbox"/> Multi-Family Site Plan</li><li><input type="checkbox"/> Other:</li></ul> | <p><b><u>Annexations/Rezoning/PUD's:</u></b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Written Legal Description copy</li><li><input type="checkbox"/> Requested Zone Listed</li><li><input type="checkbox"/> Compliance with Comprehensive Plan</li><li><input type="checkbox"/> Annexation Permission Form</li><li><input type="checkbox"/> Plans and/or Plats conforming to City standards with check list completed</li><li><input type="checkbox"/> Columbia Water System Availability Letter</li></ul> <p><b><u>Plats/PUDs:</u></b></p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Project Name (include Sections &amp; Phases)<br/>600 Bullock St</li><li><input checked="" type="checkbox"/> Total Number of Lots<br/>16</li><li><input type="checkbox"/> Total acreage<br/>1.39</li></ul> |

\*File naming nomenclature examples:

Freedom Point Site Plan  
Freedom Point Master Plan  
Freedom Point Final Plat

Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application.

Any requests to defer or move the item to future meetings dates must be requested by the resubmittal date listed on the Planning Commission schedule.

#### APPLICANT

All communications go to the Applicant's email that is provided.

|         |                |       |                        |
|---------|----------------|-------|------------------------|
| NAME    | Curt Harakas   | PHONE | 615-207-3813           |
| ADDRESS | 1138 New Hwy 7 | EMAIL | harakasconst@yahoo.com |

|                     |                |       |                        |
|---------------------|----------------|-------|------------------------|
| PROPERTY OWNER NAME | Curt Harakas   | PHONE | 615-207-3813           |
| ADDRESS             | 1138 New Hwy 7 | EMAIL | harakasconst@yahoo.com |

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

Curt Harakas                      [Signature]                      12-2-24  
 APPLICANT NAME                      APPLICANT SIGNATURE                      DATE

\_\_\_\_\_  
 PROPERTY OWNER NAME                      PROPERTY OWNER SIGNATURE                      DATE

#### STAFF USE ONLY

|                                               |  |                  |  |
|-----------------------------------------------|--|------------------|--|
| DOCKET NO.                                    |  | FEE PAID         |  |
| RECEIPT NO.                                   |  | REQUESTED AGENDA |  |
| DATE NOTICES SENT TO ADJACENT PROPERTY OWNERS |  |                  |  |
| DATE OF PUBLIC NOTICES IN DAILY HERALD        |  |                  |  |
| BOARD ACTION                                  |  |                  |  |