



The Columbia Planning Commission Development Review Committee will meet on Tuesday, August 12, 2025 at 10:00 AM in Conference Room A, Basement Level, City Hall, to consider the following:

I. Items For Review

1. Request from Parks Motor Sales Inc. for Alternative Compliance approval at [120 Ashwood Drive, being Tax Map 113E Group B Parcel 4.06.](#)
2. Request from Louis Sloyan for Annexation with a Plan of Services and Rezoning to CD-3 (Neighborhood Character District) off [Lasea Road, being Tax Map 73 Parcel 17.02.](#)
3. Request from TKC Architecture & Engineering for Final Plat approval with surety of Reserve at Hickory Ridge Subdivision Phase 1A, formerly part of Dabbs Subdivision, located off [Bear Creek Pike at Tax Map 72 Parcel 66 and Tax Map 93 Parcel 3.02.](#)
4. Request from WES Engineers & Surveyors for Preliminary and Final Plat approval of 1111 Parker Street, being [Tax Map 100E Group E Parcel 29.](#)
5. Request from David Tocci for Final Plat approval with surety of Williamsport Townhomes Phase 1, Section 2 located at [Tax Map 88 Parcel 51.03 off Williamsport Pike and Twin Lakes Drive.](#)
6. Request from Allen B. O'Leary for Final Plat approval with surety of Woodward Estates Phase 1 off [Rutherford Lane at Tax Map 101 Parcel 36.06](#)
7. Request from D. Todd Shirk for Preliminary and Final Plat approval of [2008 S. Main Street, being Tax Map 100M Group N Parcel 2.](#)
8. Request from Development Services for review and recommendation of one-way traffic extension along the 1200 block of South Garden Street.

II. Items for Additional Review

1. Request from Lynn Ealey for Final Plat approval with surety for Heritage Green Phase 1 located [off Baker Road at Tax Map 74 Parcel 37.](#)



HVAC Screening: Alternative Compliance Proposal

Parks Motor Sales
Inc.

View 1: Before and After



Why This Alternative is Better

- ****Less Visual Impact:****
- The proposed paint treatment renders the vents far less noticeable from surrounding vantage points. In contrast, the required parapet wall creates a larger and more visually intrusive rooftop structure, which may draw more attention than the units themselves.



View 2: Before and After



****Preserves Architectural Character:****

Our alternative allows the original roofline to remain clean and uncluttered. The parapet design would significantly alter the silhouette of the building and introduce new bulk that is not consistent with the existing form.



View 3: Before and After



****Improved Safety Profile:****

While parapet walls would be built to meet code, they introduce additional mass and wind load, which can become a risk during extreme weather events. In the event of high winds exceeding engineering thresholds, parapet panels may detach and become airborne hazards. Our approach eliminates that risk entirely.



View 4: Before and After



****Functionally Equivalent to Screening:****

The painted units fulfill the intent of the ordinance — visual minimization — without the drawbacks associated with physical barriers. They become optically recessive and fade into the background from public view.



View 5: Before and After



View 6: Before and After



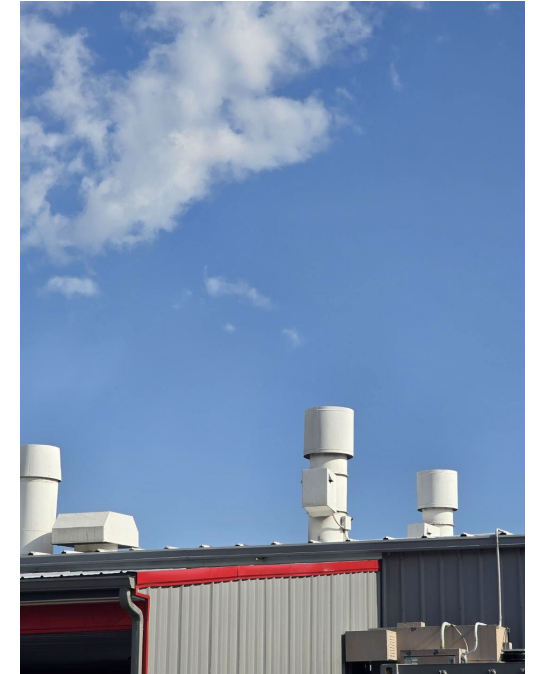
View 7: Before and After



View 8: Before and After



Comparable Examples



Comparable Commercial Properties Using Painted Rooftop Units for Visual Integration

Examples of other local businesses effectively minimizing HVAC visibility without parapet walls



Why This Alternative is Better

- ****Less Visual Impact:****
- The proposed paint treatment renders the vents far less noticeable from surrounding vantage points. In contrast, the required parapet wall creates a larger and more visually intrusive rooftop structure, which may draw more attention than the units themselves.
- ****Preserves Architectural Character:****
- Our alternative allows the original roofline to remain clean and uncluttered. The parapet design would significantly alter the silhouette of the building and introduce new bulk that is not consistent with the existing form.
- ****Improved Safety Profile:****
- While parapet walls would be built to meet code, they introduce additional mass and wind load, which can become a risk during extreme weather events. In the event of high winds exceeding engineering thresholds, parapet panels may detach and become airborne hazards. Our approach eliminates that risk entirely.
- ****Functionally Equivalent to Screening:****
- The painted units fulfill the intent of the ordinance — visual minimization — without the drawbacks associated with physical barriers. They become optically recessive and fade into the background from public view.

Thank You

PARKS

COLUMBIA



GMC



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

**PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION**

SUBMITTAL REQUIREMENTS

Please submit scanned copy of the application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))
If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION	120 ASHWOOD DRIVE		
	TAX MAP: 113E	GROUP: B	PARCEL: 004.06
SUMMARY OF NATURE OF REQUEST AND WORK	HVAC SCREENING ALTERNATIVE COMPLIANCE		

DATE OF PRE-APPLICATION CONFERENCE	05/07/2025	<i>Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Site Development Plan ☒ ARC Alternative Compliance ☐ As Approved Plans ☐ Other: <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations:</u> ☐ Annexation Permission Form
	<u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☒ Concept Plan
	<u>Preliminary Plats/Site Development Plans:</u> ☐ Plans and/or Plats conforming to City standards with signed and completed check list
	<u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☒ Receipt of Payment for Pre-Application Meeting ☐ Written Legal Description copy ☐ Columbia Water System Availability Letter ☐ Columbia Waste Water Department Will Serve Letter

	<u>Plats/PUDs:</u>
	☐ Project Name (include Sections & Phases) Parks Motor Sales Inc
	☐ Total Number of Lots/Residential Units 1
	☒ Square Footage of Non-Residential Floor Space 12,740
☒ Total acreage 0.74 Acre	

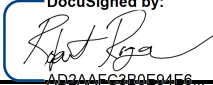
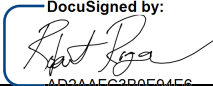
Applications and all required submittals must be filed with the Department of Development Services prior to the established deadline. Both the applicant and property owner (if different from applicant) must sign the application. Any requests to defer or move the item to future meeting dates must be requested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

APPLICANT
All communications will go to the Applicant’s email that is provided.

NAME	PARKS MOTOR SALES INC.	PHONE	931-388-5843
ADDRESS	919 NASHVILLE HWY	EMAIL	ROBERT@PARKSMOTORSALES.COM

PROPERTY OWNER NAME	PMS HOLDINGS LLC	PHONE	931-388-5843
ADDRESS	919 NASHVILLE HWY	EMAIL	ROBERT@PARKSMOTORSALES.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.

Parks Motor Sales Inc. APPLICANT NAME	DocuSigned by:  AD2AAFC3B05E04E6... APPLICANT SIGNATURE	5/16/2025 1:25:00 PM PDT DATE
PMS Holdings LLC PROPERTY OWNER NAME	DocuSigned by:  AD2AAFC3B05E04E6... PROPERTY OWNER SIGNATURE	5/16/2025 1:25:00 PM PDT DATE

DEVELOPER/OWNER:	D.R. HORTON
Parcel Address:	1690 BEAR CREEK PIKE COLUMBIA, TN 37064
Parcel Acreage:	+/- 155.5 Acres
Zoning:	A-2 (RURAL RESIDENTIAL)
Recorded Deed:	Deed Book R2974, Page 443 R.O.M.C. Deed Book R2974, Page 432 R.O.M.C.

RESERVE AT HICKORY RIDGE, SEC 1A

1690 BEAR CREEK PIKE, 4TH CIVIL DISTRICT MAP 072, PARCEL 066.00, & MAP 093, PARCEL 003.00, R.O.M.C., TN.
COLUMBIA, MAURY COUNTY, TENNESSEE
NOVEMBER 8, 2024

SURVEYOR & ENGINEER
THOUVENOT, WADE & MOERCHEN, INC.
390 MALLORY STATION ROAD, SUITE 100
FRANKLIN, TENNESSEE 37067

CONTACT: TKC ENGINEERING
615-617-7477
cole@tkc-ae.com

CONTACT: ROGER HARRAH
615-814-7414
rharr@twm-inc.com

OWNER / SUBDIVIDER
D.R. D.R. HORTON
819 Seven Oaks Blvd.
Smyrna TN 37167
mt: 615.906.7942
email: mwmckendree@drhorton.com

OWNER / PARCEL 400
LARRY ANDERSON
1740 BEAR CREEK PIKE
COLUMBIA, TN 38401



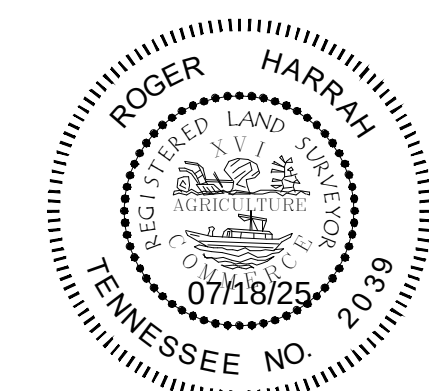
CONSULTING ENGINEERING
GEOSPATIAL SERVICES
ILLINOIS SWANSEA
COLUMBIA
GLEN CARBON
PEORIA
DECATUR
MISSOURI ST. CHARLES
ST. LOUIS
COLUMBIA
TENNESSEE NASHVILLE
CHATTANOOGA
ATHENS

THOUVENOT, WADE & MOERCHEN, INC.

NASHVILLE OFFICE
390 MALLORY STATION RD.
SUITE 100, FRANKLIN, TENNESSEE
37067-8279
(615)-814-7414
WWW.TWM-INC.COM

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-001220
IL. PROF. ENGR. CORP.	62-035370
IL. PROF. STR. ENGR. CORP.	81-005202
IL. PROF. LAND SURV. CORP.	048-000029
KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001628
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974

SEAL



ISSUED FOR
DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

DRAWN BY:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
PROJECT NO: 211205A

PROJECT:

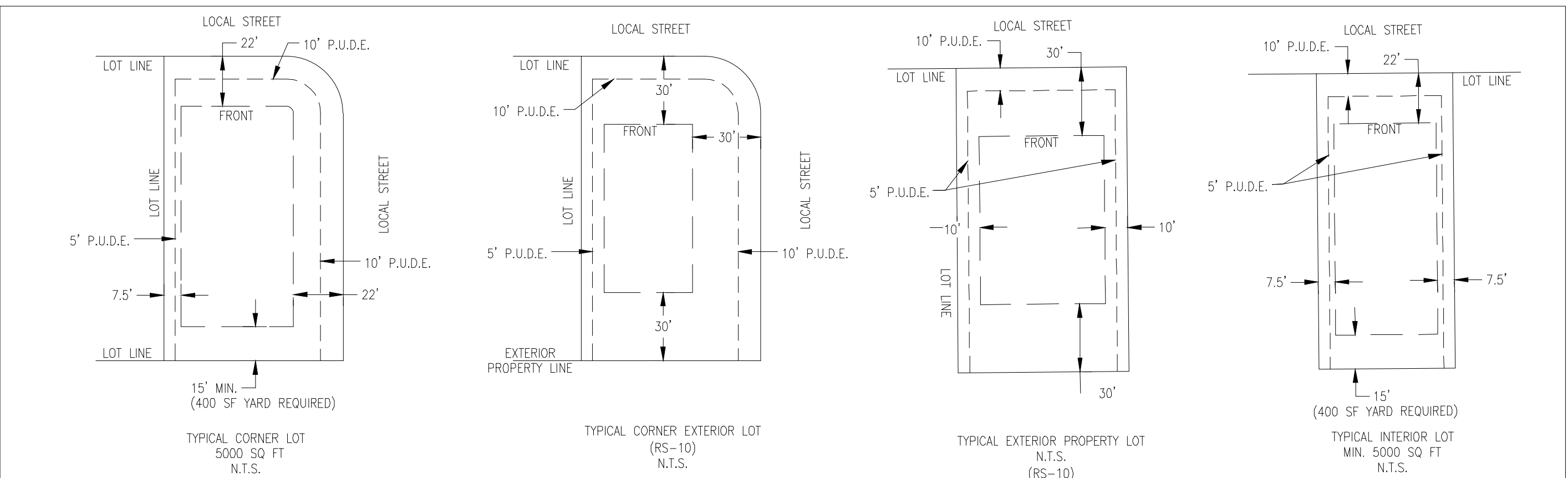
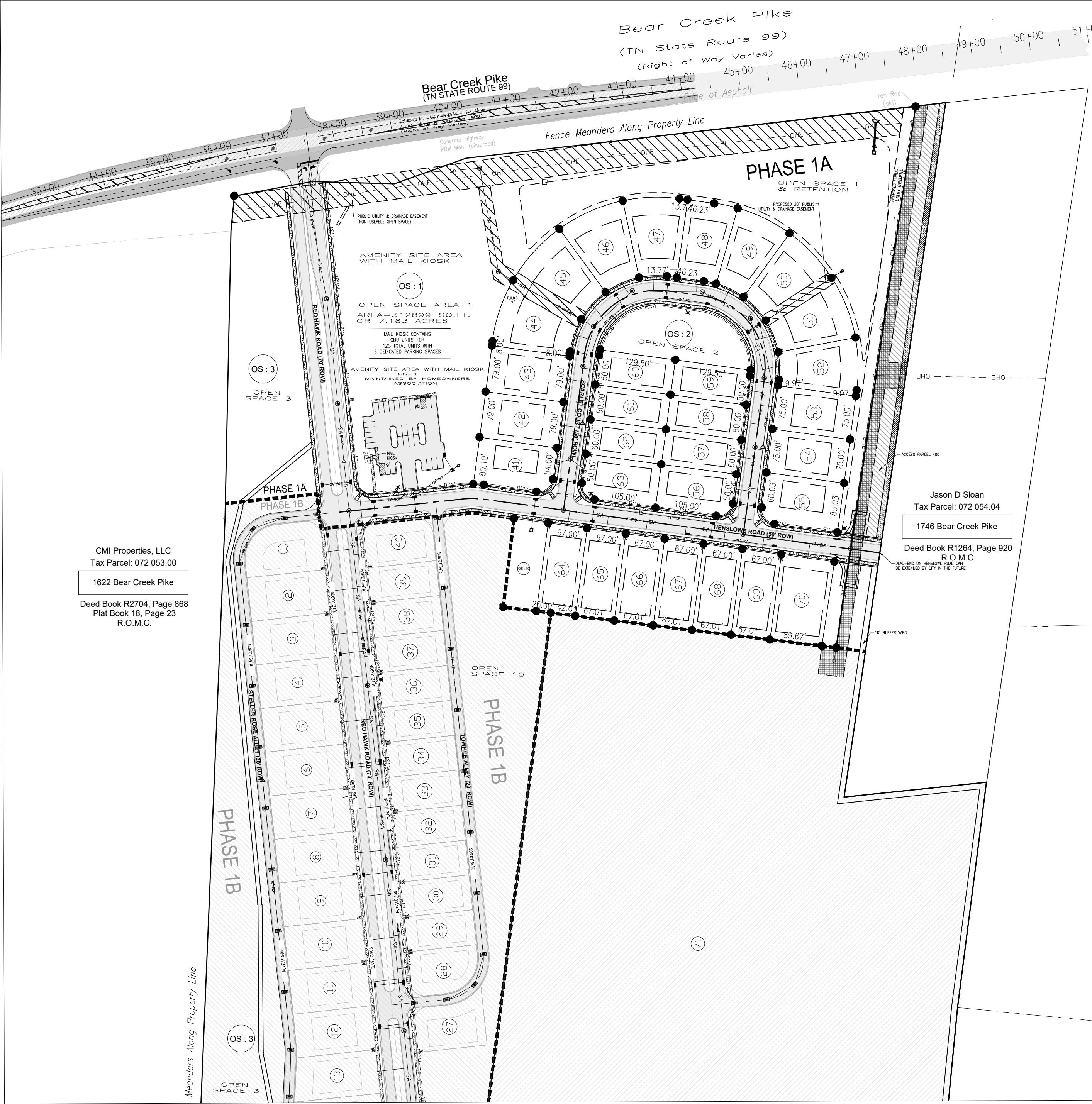
FINAL PLAT
RESERVE AT HICKORY RIDGE
CITY OF COLUMBIA
MAURY COUNTY, TENNESSEE

TITLE:

COVER SHEET

1 OF 2

Parcel	SQ. FT.	ACRES
41	10458.52	0.24
42	10586.00	0.24
43	10586.00	0.24
44	12369.73	0.28
45	12208.79	0.28
46	12204.41	0.28
47	11810.21	0.27
48	10400.27	0.24
49	10100.85	0.23
50	10776.37	0.25
51	11289.42	0.26
52	10639.59	0.24
53	10050.00	0.23
54	10050.00	0.23
55	11260.37	0.26
56	9615.87	0.22
57	7800.00	0.18
58	7800.00	0.18
59	7798.33	0.18
60	7798.33	0.18
61	7800.00	0.18
62	7800.00	0.18
63	9615.87	0.22
64	10152.04	0.23
65	10095.15	0.23
66	10038.27	0.23
67	9981.38	0.23
68	9924.49	0.23
69	9867.60	0.23
70	13232.06	0.30
71	620763.41	14.25



* P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

LOT DEVELOPMENT

MINIMUM LOT SIZE = 5000 SQ FT. CLUSTER / 10000 SQ FT RS-10

- SITE AREA 1A= 845453 SF / 19.409 ACRES
- Base property Zoning is RS-10 Residential/Cluster Design

MINIMUM LOT SIZE 5000 SF (CLUSTER) 10000 SF (RS-10):

SETBACKS: RS-10 UNDER 10000 SF:

FRONT: 30 FEET 22'

SIDE SETBACKS: 10 FEET 7.5'

REAR SETBACKS 30 FEET 15'MIN. (400 SQ FT YARD)

Open Space Area Table

PARCEL SQ. FT. ACRES

OS : 1 312899 7.183

OS : 2 19111 0.439

PART OF OS 10 8825 0.203

SECTION 1A AREA SUMMARY

AREA IN LOTS: 21,018 ACRES

AREA IN R.O.W.: 3,093 ACRES

OPEN SPACE AREA: 7,822 ACRES

ACCESS PARCEL 400 - 1.513 ACRES

TOTAL AREA: 33,446 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 Book R2814, Page 651 (Lot 71), Maury County Registers Office, and adopt this final subdivision plat of 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) _____

GENERAL NOTES

The purpose of this plat is to create 30 single family lots, 1 lot for future development, and 3 open space areas, establish easements, and dedicate right-of-way, as shown for Phase 1A of "RESERVE AT HICKORY RIDGE"

- Bearings as shown hereon are reference to the Tennessee Coordinate System of 1983.
- 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. 47119CD195E with an effective date of April 16, 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 areas determined to be outside the 500-Year Flood Plain.
- Base property Zoning is RS-10 Residential/Cluster Design Plan approved under Zoning Ordinance 3638, APPROVED 8/10/22
- This map or plat and the survey on which it is based were made in accordance with the requirements of a General Property Survey and conforms to the accuracy of a Category I Survey as currently defined and adopted by the Tennessee State Board of Examiners for Land Surveyors and the ratio of precision of the unadjusted survey is less than 1:10,000.
- Critical Lots are denoted with (*) . Engineered site plans will need to be provided for these lots, due to the presence of 15-25% slopes.
- All streets designated public and as such are public utility, access and drainage easements.
- All public streets and drainage structures within the rights-of-way will be maintained by the city of Columbia, once accepted for maintenance by City Council.
- Open space areas and all landscaping within roadway medians shall be maintained by the homeowner's association.
- Open space tracts are also public utility, drainage and access easements.
- All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
- During construction phase each unit shall have pedestrian and vehicular access to all amenities at Planning Final inspection before C.O. is released. Construction will conform to this standard.

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.

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 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 R2814, Page 651 (Lot 71), and Book R2234, Page 432 (Tract 2), Maury County Registers Office, and adopt this final subdivision plat of 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 class " " 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: _____

07/18/25
Date _____ Registered Surveyor, R.L.S. 2039

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 ADDRESSES

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.

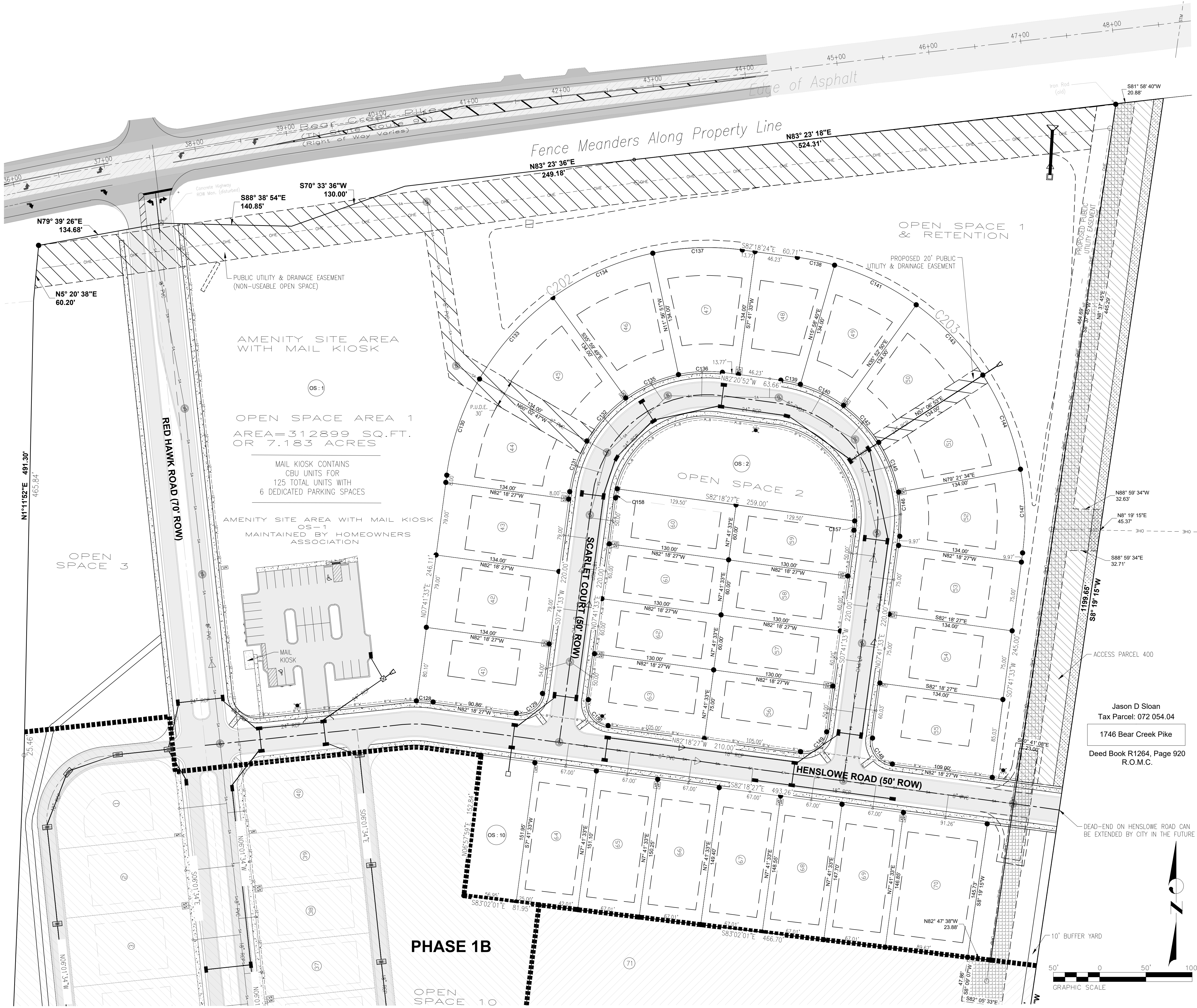
City Engineer _____ Date _____
Columbia, Tennessee

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67	9981.38	0.23
68	9924.49	0.23
69	9867.60	0.23
70	13232.06	0.30
71	620763.41	14.25

CMI Properties, LLC
Tax Parcel: 072 053.00

1622 Bear Creek Pike
Deed Book R2704, Page 888
Plat Book 18, Page 23
R.O.M.C.

Curve Table				
Curve #	Length	Radius	Delta	Chord Direction
C128	18.19	150.00	6.95	N85° 46' 52" W
C129	39.27	25.00	90.00	S52° 41' 33" W
C130	110.34	284.00	22.26	N18° 49' 23" E
C131	58.28	150.00	22.26	S18° 49' 23" W
C132	62.96	150.00	24.05	S41° 58' 42" W
C133	119.21	284.00	24.05	N41° 58' 42" E
C134	119.21	284.00	24.05	S66° 01' 40" W
C135	62.96	150.00	24.05	N66° 01' 40" E
C136	51.42	150.00	19.64	S87° 52' 21" W
C137	97.35	284.00	19.64	N87° 52' 21" E
C138	41.07	284.00	8.29	S78° 09' 54" E
C139	21.69	150.00	8.29	N78° 09' 54" W
C140	52.11	150.00	19.90	N64° 04' 15" W
C141	98.65	284.00	19.90	S64° 04' 15" E
C142	55.59	150.00	21.23	N43° 30' 09" W
C143	105.25	284.00	21.23	S43° 30' 09" E
C144	110.26	284.00	22.24	S21° 45' 47" E
C145	58.24	150.00	22.24	N21° 45' 47" W
C146	48.00	150.00	18.33	N1° 28' 27" W
C147	90.87	284.00	18.33	S1° 28' 27" E
C148	39.27	25.00	90.00	N37° 18' 27" W
C149	39.27	25.00	90.00	S52° 41' 33" W
C150	39.27	25.00	90.00	S37° 18' 27" E
C157	10.02	100.00	5.74	S4° 49' 22" W
C158	10.02	100.00	5.74	N10° 33' 43" E
C202	446.10	284.00	90.00	S52° 41' 35" W
C203	446.11	284.00	90.00	N37° 18' 27" W





CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS SWANSEA
COLUMBIA
GLEN CARBON
PEORIA
DECATUR

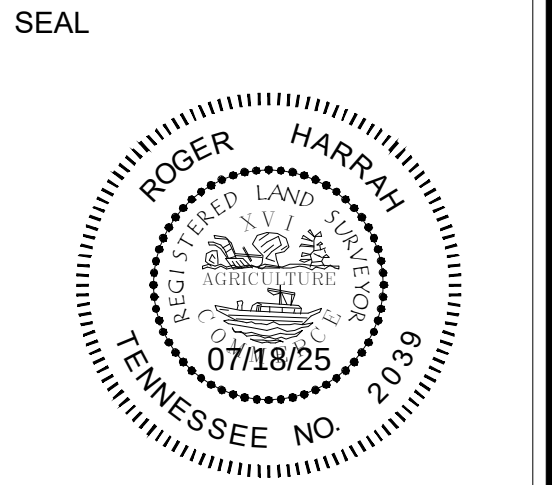
MISSOURI ST. CHARLES
ST. LOUIS
COLUMBIA

TENNESSEE NASHVILLE
CHATTANOOGA
ATHENS

**THOUVENOT, WADE
& MOERCHEN, INC.**

NASHVILLE OFFICE
390 MALLORY STATION RD.
SUITE 100, FRANKLIN, TENNESSEE
37067-8279
(615)-814-7414
WWW.TWM-INC.COM

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-001220
IL. PROF. ENGR. CORP.	62-035370
IL. PROF. STR. ENGR. CORP.	81-005202
IL. PROF. LAND SURV. CORP.	048-000029
KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974



ISSUED FOR
DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

DRAWN BY:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
PROJECT NO: 211205A

PROJECT:

FINAL PLAT
RESERVE AT HICKORY RIDGE
CITY OF COLUMBIA
MAURY COUNTY, TENNESSEE

TITLE:

SECTION 1A

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

D.R. Horton, 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.

Reserve at Hickory Ridge PROJECT	
<i>Completed by the Developer</i>	<i>Completed by the City</i>
D.R. Horton, Inc.	
DEVELOPER NAME	
Mathew McKendree	
AUTHORIZED AGENT NAME	CITY ENGINEER
	
SIGNATURE	SIGNATURE
05/13/25	
DATE	DATE
819 Seven Oak Blvd.	
STREET	
Smyrna, TN, 37167	
CITY, STATE, ZIP	
615.906.7942	
PHONE	
mwmkendree@drhorton.com	
EMAIL	
<i>Attest</i>	<i>Attest</i>
	
ATTEST NAME	ATTEST NAME
	
ATTEST SIGNATURE	ATTEST SIGNATURE
5/13/25	
DATE	DATE

DOCUMENT PREPARED BY:

Name: Cole O Newton

Company: TKC Architecture and Engineering

Address: 818 S Main Street
Columbia, TN 38401

After recording return copy to City of Columbia, Development Services

PluReedIrwin

**INSPECTION AND MAINTENANCE AGREEMENT OF
PRIVATE STORMWATER MANAGEMENT FACILITIES**

Map & Parcel Number: Map 072 Parcel 0.66.00 & Map 093 Parcel 003.00

Project Name: Reserve at Hickory Ridge Phase 1A

Recorded by deed in the Register of Deeds Office of Maury County in Deed Book R2974, Page(s) 432-436.

THIS AGREEMENT, made this 10TH day of June, 2025, by and between
DR. Horton, Inc 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,

BK/PG: R3073/1299-1314

25008282

16 PGS:AL-AGREEMENT

JANE BATCH: 354105 06/10/2025 - 10:49 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 80.00

ARCHIVE FEE 0.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 82.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

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 Mathew McKendree

Owner D.R. Horton, Inc.

Title Assistant Secretary

Address 819 Seven Oaks Blvd.

Smyrna, TN 37135

Signature

Mathew McKendree

City, State ZIP

STATE OF Tennessee

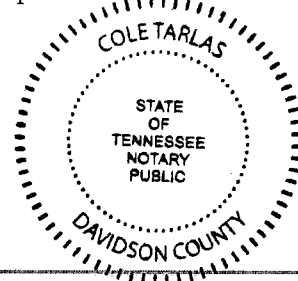
COUNTY OF Davidson

Before me, Cole Tarlas of the state and county mentioned, personally appeared Mathew McKendree, 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 13th day of May, 2025.

Notary Public

My Commission Expires: **My Commission Expires**
March 6, 2029



CITY OF COLUMBIA, TENNESSEE
ENGINEERING DEPARTMENT

APPROVED BY:

R Ned Scruggs

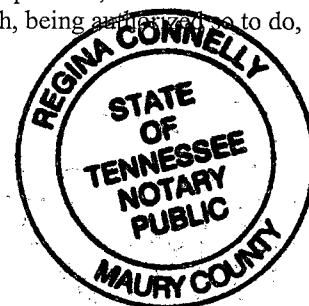
STATE OF TENNESSEE
COUNTY OF MAURY

Before me, Regina Connelly of the state and county mentioned, personally appeared Neil 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 to do, executed the foregoing instrument of the purposes therein contained.

Witness my hand this the 9th day of June, 2025.

Notary Public

My Commission Expires: 8/29/2027





ARCHITECTURE
INTERIORS
CIVIL SITE

818 South Main Street
COLUMBIA, TN 38401
TKC-AE.COM
615.617.7477

POST CONSTRUCTION LONG TERM MAINTENANCE PLAN

Reserve at Hickory Ridge Phase 1A
1690 Bear Creek Pike
COLUMBIA, TN 38401

Prepared by:



ARCHITECTURE
INTERIORS
CIVIL SITE

TKC ARCHITECTURE AND ENGINEERING LLC

May 19, 2025

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SECTION 1: INTRODUCTION

The project is to construct 30 housing lots for the Reserve at Hickory Ridge Phase 1A development in Columbia, Maury County, Tennessee. This post construction long term maintenance plan addresses the development which consists of 19.409 acres in which utility infrastructures (water, sewer, and storm) will be installed. The proposed construction consists primarily of site grading related to the installation of roadway pavements, curbs, sidewalks, residential lots, utility infrastructure, and storm water conveyance system located within the permitted project area.

SECTION 2: SYSTEM DESCRIPTION

The site consists of a stormwater detention basin, stormwater conveyance inlets and pipes.

1. There is a stormwater detention basin sized to detain the 2-yr through 100-yr peak events, with the detention outfall structure designed to contain the first flush, 1 inch, for 48 hours.
2. 2066 LF OF 18" pipe, 782 LF of 24" pipe, 39 storm inlets, and 4 headwalls.

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.

SECTION 3: MAINTENANCE PROCEDURES

3.1 Stormwater Detention Basin:

1. The outlet structure shall be checked regularly for clogging and shall be cleaned and repaired as necessary. The outlet structure shall be checked on a monthly basis until the detention basin side slopes and grass lines ditches have stabilized and no heavy sediment laden runoff enters the detention basin. Then it shall be checked on a quarterly basis and after a large rain event.
2. Check detention basin side slopes and bottom for erosion and correct necessary at least on a quarterly basis.
3. At least quarterly and after each large rain event, the facility should be cleaned of accumulated debris. Remove nuisance wetland species and take appropriate measures to control mosquitos.
4. At least quarterly and after each large rain event, the detention basin outfall structure shall be cleaned of sediment, floatables, and debris.
5. Remove sediment within detention basin outfall structure and headwalls when sediment accumulation reaches 6" or if resuspension is observed or probable. This sediment may contain contaminants and should be disposed of using the Tennessee Department of Environment and Conservation (TDEC) 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.

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

3.2 Storm Drains and storm inlets:

These structures to be inspected annually and cleaned monthly of accumulated debris and sediment. All sediment to be disposed of per TDEC disposal procedures. All debris (paper products, floatables) to be disposed of per Maury County Waste Management requirements.



Stormwater Pond Inspection and Maintenance Checklist

Site Name: _____ Owner Change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Stormwater Pond Type: Wet Pond fl Wet ED Pond fl Micropool Pond fl Multiple Pond System fl
 Dry Pond fl

Inspection Frequency Key: A=annual(required); M=monthly(recommended); S=after major storms(recommended)

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Embankment and Emergency Spillway				
Vegetation Healthy?	A/S			
Erosion on embankment?	A/S			
Animal burrows in embankment?	A/S			
Cracking, sliding, bulging of dam?	A/S			
Drains blocked or not functioning?	A/S			
Leaks or seeps on embankment?	A/S			
Slope protection failure functional?	A/S			
Emergency spillway obstructed?	A/S			
Erosion in/around emergency spillway?	A/S			
Other (describe)	A/S			
Riser and Principal Spillway (described type: concrete pipe, slotted weir, channel etc.)				
Low-flow orifice functional?	A/S			
Trash rack (Debris removal needed? Corrosion noted?)	A/S			
Sediment buildup in riser?	A			
Concrete/masonry condition	A			



(Cracks or displacement? Spalling?)				
Metal pipe in good condition?				
Control valve operation?				
Pond drain valve operation?				
Outfall channels function, not eroding?				
Other (describe)				
Sediment Forebays				
Sedimentation description				
Sediment cleanout needed (over 50 percent full?)				
Permanent Pool Areas (if applicable)				
Undesirable vegetation growth?				
Visible pollution?				
Shoreline erosion?				
Erosion at outfalls into pond?				
Headwalls and endwalls in good condition?				
Encroachment into pond or easement area by other activities?				
Evidence of sediment accumulation?				
Dry Pond Area (if applicable)				
Vegetation adequate?				
Undesirable vegetation or woody plant growth?				
Excessive sedimentation?				
Hazards				
Have there ben complaints from residents?				
Public hazards noted?				

Inspector Comments: _____

Overall Condition of Facility: ☐ Acceptable

☐ Unacceptable



If any of the above Inspection Items are checked "Yes" for "Maintenance Need," list Maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____



Grass Channel Inspections and Maintenance Checklist

Site Name: _____ Owner Change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Inspection Frequency Key: A=annual(required); M=monthly(recommended); S=after major storms(recommended)

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Facility and adjacent area free of debris?	A/M			
Inlets and outlets free of debris?	A/M			
Any dumping of yard wastes into facility?	A/M			
Litter (branches) removed?	A/M			
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into swale, channel or filter strip)	A/M			
Grass mowed?	A/M			
Grass height not less than 3 to 4 inches?	A/M			
Fertilized per specifications?	A/M			
Grasses planted according to approved plan?	A/M			
Unauthorized or inappropriate plantings?	A			
Grasses healthy? (no diseased or dying vegetation)	A/M			
Evidence of grasses stressed from	A/M			



inadequate watering?				
Filtration Capacity				
Clogging from oil or grease?				
Facility dewaterers between storms?				
Check dams and energy dissipater/sumps				
Any evidence of sedimentation buildup?				
Are sumps greater than 50% full of sediment?				
Any evidence of erosion and downstream toe of drop structures?				
Any trash or blockages at weep holes?				
Sediment Deposition				
Swale clean of sediments?				
Sediment not > 25% of swale design?				
Outlet/Overflow Spillway				
In good condition?				
Any evidence of erosion?				
Any evidence of blockages?				
Has facility been filled or blocked inappropriately?				
Hazards				
Have there been complaints from residents?				
Public hazards noted?				
Maintenance accesses free of hazards and fully operational?				

Inspector Comments: _____

Overall Condition of Facility: ☐ Acceptable

☐ Unacceptable



If any of the above Inspection Items are checked "Yes" for "Maintenance Need," list Maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____



Storm Sewer Inspections and Maintenance Checklist

Site Name: _____ Owner Change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number _____

Site Status: _____

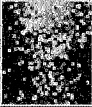
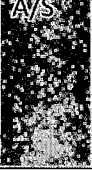
Date: _____ Time: _____ Site conditions: _____

Stormwater Pond Type: _____ Catch Basins fl _____ Storm Pipe fl _____ Headwalls fl _____ Outfalls fl _____ Catch Basin Inlets fl _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Catch Basins				
Ensure all are structurally sound and in good condition. Note any deficiencies and repair to proper working condition to ensure all are set properly in place over inlets	A/S			
Check for sediment, leaf, or debris clogging grates and remove	A/S			
Catch Basin Inlets				
Ensure all are structurally sound and in good condition. Note any deficiencies and repair to proper working condition	A/S			
Inspect for blockage or sediment accumulation and remove when capacity is diminished by 20% or greater	A/S			
Pipes				
Ensure all are structurally sound and in good condition. Note any deficiencies and repair to proper working condition	A/S			
Inspect for blockage or sediment	A/S			



accumulation and remove when capacity is diminished by 20% or greater				
Concrete/masonry condition of pipes and joints? (Cracks or displacement? Spalling?)				
Headwalls and Endwalls				
Ensure all are structurally sound and in good condition. Note any deficiencies and repair to proper working condition				
Inspect for blockage or sediment				
Check for erosion or scouring around headwalls inlets and repair				
Evidence of staining?				
If flowing water is present does it appear to contain anything other than stormwater? I.e. Discoloration, odors, sheens, etc? Note location and describe.				
Hazards				
Have there been complaints from residents?				

Inspector Comments: _____

Overall Condition of Facility: ☐ Acceptable

☐ Unacceptable

If any of the above Inspection Items are checked "Yes" for "Maintenance Need," list Maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date



ARCHITECTURE
INTERIORS
CIVIL SITE

818 South Main Street
COLUMBIA, TN 38401
TKC-AE.COM
615.617.7477

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

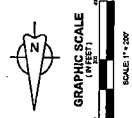


Revision	Date	Description
1	10/1/2010	Initial Design
2	10/1/2010	Final Design
3	10/1/2010	Final Design
4	10/1/2010	Final Design
5	10/1/2010	Final Design
6	10/1/2010	Final Design
7	10/1/2010	Final Design
8	10/1/2010	Final Design
9	10/1/2010	Final Design
10	10/1/2010	Final Design

POST DEVELOPMENT
DRAINAGE PLAN

CONSTRUCTION PLANS
DATE: 10/1/2010
DRAWN BY: JH
PROJECT NO.: 2010

C - 4.10



LEGEND
PROPERTY LINE
EXISTING CONTOURS

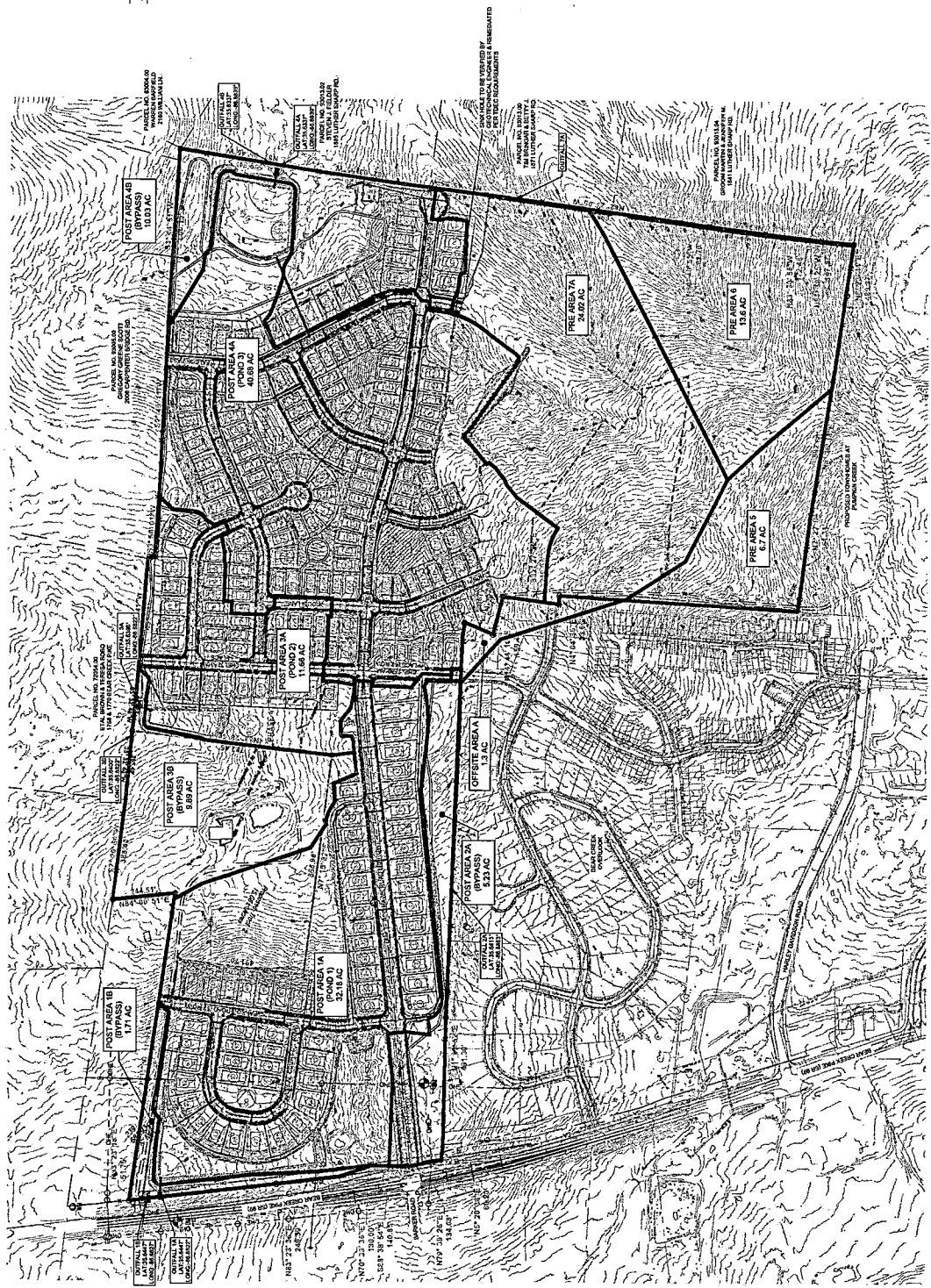
NOTES:
1. THE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE 2. THE PROPERTY IS TO BE CONSIDERED AS A SUBDIVISION OF THE CITY OF DABBS, TENNESSEE.
2. THE PROPERTY IS TO BE CONSIDERED AS A SUBDIVISION OF THE CITY OF DABBS, TENNESSEE.
3. THE PROPERTY IS TO BE CONSIDERED AS A SUBDIVISION OF THE CITY OF DABBS, TENNESSEE.

POST DEVELOPMENT CONDITIONS
(SLOPE 1% AND 2% SLOPE)

Area	Area (AC)	Time of Concentration (min)	Peak Discharge (cfs)
POST AREA 1A	1.00 AC	1.00	1.00
POST AREA 1B	1.00 AC	1.00	1.00
POST AREA 1C	1.00 AC	1.00	1.00
POST AREA 1D	1.00 AC	1.00	1.00
POST AREA 1E	1.00 AC	1.00	1.00
POST AREA 1F	1.00 AC	1.00	1.00
POST AREA 1G	1.00 AC	1.00	1.00
POST AREA 1H	1.00 AC	1.00	1.00
POST AREA 1I	1.00 AC	1.00	1.00
POST AREA 1J	1.00 AC	1.00	1.00
POST AREA 1K	1.00 AC	1.00	1.00
POST AREA 1L	1.00 AC	1.00	1.00
POST AREA 1M	1.00 AC	1.00	1.00
POST AREA 1N	1.00 AC	1.00	1.00
POST AREA 1O	1.00 AC	1.00	1.00
POST AREA 1P	1.00 AC	1.00	1.00
POST AREA 1Q	1.00 AC	1.00	1.00
POST AREA 1R	1.00 AC	1.00	1.00
POST AREA 1S	1.00 AC	1.00	1.00
POST AREA 1T	1.00 AC	1.00	1.00
POST AREA 1U	1.00 AC	1.00	1.00
POST AREA 1V	1.00 AC	1.00	1.00
POST AREA 1W	1.00 AC	1.00	1.00
POST AREA 1X	1.00 AC	1.00	1.00
POST AREA 1Y	1.00 AC	1.00	1.00
POST AREA 1Z	1.00 AC	1.00	1.00

PRE-DEVELOPMENT CONDITIONS
(SLOPE 1% AND 2% SLOPE)

Area	Area (AC)	Time of Concentration (min)	Peak Discharge (cfs)
PRE AREA 1A	1.00 AC	1.00	1.00
PRE AREA 1B	1.00 AC	1.00	1.00
PRE AREA 1C	1.00 AC	1.00	1.00
PRE AREA 1D	1.00 AC	1.00	1.00
PRE AREA 1E	1.00 AC	1.00	1.00
PRE AREA 1F	1.00 AC	1.00	1.00
PRE AREA 1G	1.00 AC	1.00	1.00
PRE AREA 1H	1.00 AC	1.00	1.00
PRE AREA 1I	1.00 AC	1.00	1.00
PRE AREA 1J	1.00 AC	1.00	1.00
PRE AREA 1K	1.00 AC	1.00	1.00
PRE AREA 1L	1.00 AC	1.00	1.00
PRE AREA 1M	1.00 AC	1.00	1.00
PRE AREA 1N	1.00 AC	1.00	1.00
PRE AREA 1O	1.00 AC	1.00	1.00
PRE AREA 1P	1.00 AC	1.00	1.00
PRE AREA 1Q	1.00 AC	1.00	1.00
PRE AREA 1R	1.00 AC	1.00	1.00
PRE AREA 1S	1.00 AC	1.00	1.00
PRE AREA 1T	1.00 AC	1.00	1.00
PRE AREA 1U	1.00 AC	1.00	1.00
PRE AREA 1V	1.00 AC	1.00	1.00
PRE AREA 1W	1.00 AC	1.00	1.00
PRE AREA 1X	1.00 AC	1.00	1.00
PRE AREA 1Y	1.00 AC	1.00	1.00
PRE AREA 1Z	1.00 AC	1.00	1.00





ARCHITECTURE
INTERIORS
CIVIL SITE

818 South Main Street
COLUMBIA, TN 38401
TKC-AE.COM
615.617.7477

May 19, 2025

Planning Staff
City of Columbia
700 N. Garden Street
Columbia TN 38401

Subject: Owner Consent Form –

Address: Map 072, Parcel 0.66.00, & Map 093, Parcel 003.00

As the property owner of the property located at 1690 Bear Creek Pike in Columbia, TN (Map 072, Parcel 0.66.00, & Map 093, Parcel 003.00), I hereby give consent for TKC Architecture and Engineering LLC to submit a Final Plat application for approval on our property and represent that Final Plat to the City at Boards and Commissions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mathew McKendree', written over a horizontal line.

Owners Signature

Mathew McKendree for D.R. Horton, Inc.

Owners Printed Name

July 21st, 2025

Planning Staff
City of Columbia
700 N Garden Street
Columbia, TN 38401

Project: Reserve at Hickory Ridge Phase 1A

Subject: Final Plat at 1690 Bear Creek Pike.

Staff,

We are submitting a Final Plat for the Reserve at Hickory Ridge Phase 1A at 1690 Bear Creek Pike in Columbia, TN 38401 (Map 072, Parcel 0.66.00, & Map 093, Parcel 003.00). This submittal follows the City's zoning ordinance and subdivision regulations. The Final Plat proposes 30 single-family residential lots. The total site is +/- 19.409 acres.

With this submittal please find: project letter, final plat, application, long-term maintenance plan, developers agreement, surety calculations and an owners consent form.

If you have any comments or questions, please contact TKC Architecture and Engineering.

Thank you,

Cole Newton, PE, LEED AP
TKC Architecture and Engineering LLC
615.617.7477 (o)
931.797.3323 (c)
cole@tkc-ae.com



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

Please submit scanned copy of the application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION	Reserve at Hickory Ridge Phase 1A		
	TAX MAP: 072 & 093	GROUP:	PARCEL: 0.66.00 & 003.00
SUMMARY OF NATURE OF REQUEST AND WORK	Submittal of Final Plat for the property located at 1690 Bear Creek Pike. The property consists of 19.4 acres. The Final Plat shows 30 single-family lots in phase 1A of the development.		

DATE OF PRE-APPLICATION CONFERENCE	N/A	<i>Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☒ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Site Development Plan ☐ ARC Alternative Compliance ☐ As Approved Plans ☐ Other: <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations:</u> ☐ Annexation Permission Form <u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☐ Concept Plan <u>Preliminary Plats/Site Development Plans:</u> ☐ Plans and/or Plats conforming to City standards with signed and completed check list <u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☐ Receipt of Payment for Pre-Application Meeting ☐ Written Legal Description copy ☐ Columbia Water System Availability Letter ☐ Columbia Waste Water Department Will Serve Letter

	<u>Plats/PUDs:</u>
	☒ Project Name (include Sections & Phases) Reserve at Hickory Ridge Phase 1A
	☒ Total Number of Lots/Residential Units 30 single-family lots
	☐ Square Footage of Non-Residential Floor Space
	☒ Total acreage 19.4 +/- acres

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 will go to the Applicant's email that is provided.

NAME	TKC Architecture and Engineering LLC	PHONE	615.617.7477
ADDRESS	818 S. Main Street, Columbia, TN	EMAIL	cole@tkc-ae.com

PROPERTY OWNER NAME	D.R. Horton, Inc.	PHONE	615.906.7942
ADDRESS	819 Seven Oak Blvd. Smyrna, TN	EMAIL	mwmkendree@drhorton.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.

Cole Newton (TKC A&E)		7/21/25
_____ APPLICANT NAME	_____ APPLICANT SIGNATURE	_____ DATE
Matt McKendree (DR Horton)		07/12/25
_____ PROPERTY OWNER NAME	_____ PROPERTY OWNER SIGNATURE	_____ DATE



Preliminary Plat, Site Development Plan, and PUD Checklist

Development: _____

This checklist shall be completed, and included with the submittal documents. If the submittal does not contain a completed checklist, it shall be deemed incomplete. All below listed items shall be included in the submittal documents and plans, as well as any further information required by the City of Columbia to evaluate compliance and to perform a full and complete review. See Zoning Ordinance Article 8 and Subdivision Regulations.

General

- ☐ Name of development
- ☐ Contact info for the owner and licensed design professional(s) preparing plan: name, address, email, phone
- ☐ Plan sealed by a design professional licensed in the State of Tennessee.
- ☐ North Arrow, legend, and site vicinity map
- ☐ Graphic Scale: between 1 in. = 10 ft. and 1 in. = 100 ft.
- ☐ Survey stamped by a State of Tennessee Licensed Professional Land Surveyor, with all project boundaries including bearings and angles to the nearest hundredth, utilities, and existing streets and rights-of-way.
- ☐ Note referencing Tennessee State Plane Coordinate System, NAD 83 Datum
- ☐ All property boundaries, existing easements, and encumbrances
- ☐ Parcel identification, owner, and deed and plat references of adjoining properties
- ☐ Proposed phasing and timetable for all phases of development
- ☐ Traffic Impact Study, as required.
- ☐ The substance of all existing and proposed covenants, easements, or other restrictions.

Lots and Land-Use

- ☐ The size of total property to be developed in square feet and acres
- ☐ Lot numbers of all proposed lots, with dimensions, locations, and square footage
- ☐ A tabulation of the land area to be devoted to various uses and activities and overall densities.
- ☐ Typical lot layout depicting proposed setbacks, yards, and easements, where applicable

Structures

- ☐ Location and approximate dimensions of all existing and proposed structures.
- ☐ Location of all earth retaining structures, with approximate top and bottom of wall elevations.
- ☐ Existing and intended use of all buildings and structures on site, including the number of dwelling units and density, where applicable
- ☐ Location, type, and size of proposed signs
- ☐ Approximate height, bulk, and the utilization of structures including activities and the number of living units.



Grading, Drainage, and Storm

- ☐ Existing conditions and contours at vertical intervals of not more than two (2) feet
- ☐ General proposed contours at vertical intervals of not more than two (2) feet
- ☐ FEMA Special Flood Hazard Area (SFHA), 100-year Floodplain (F-P), and Floodway (F-W) boundaries with elevations and the exact location of the nearest benchmark. Indicate the Flood Insurance Rate Map (FIRM) panel number, its effective date, and flood insurance zones
- ☐ Location and dimension of aquatic buffer zones
- ☐ General layout of the proposed storm drainage system including surface and subsurface drainage systems, areas for detention, and water quality devices.
- ☐ Identification of all critical lots

Streets, Parking, and Pedestrian Elements

- ☐ Proposed street and alley rights-of-way, typical sections, widths, classification, names, and proposed ownership and maintenance responsibility
- ☐ Proposed connections to existing and proposed streets (including classification) located outside the development
- ☐ Proposed improvements as identified in the Traffic Impact Study, as required
- ☐ Existing and proposed sidewalks, trails, and other pedestrian elements
- ☐ Existing and proposed on-street and off-street parking and loading areas
- ☐ Summary of all provided and required parking

Landscaping, Open Space, and Amenities

- ☐ Natural features on site including, but not limited to, wetlands, streams, ponds, springs, sinkholes, wells, rock outcroppings, excessive slopes, and forested areas
- ☐ Landscaped areas and buffers with details on proposed plantings, existing vegetation, and other features.
- ☐ The location and size of all common open space, parkland dedications, and dedications and reservations of land for public uses.
- ☐ Any amenity features and structures for private or public benefit.
- ☐ Location, dimension, and materials of fences and walls
- ☐ Tree Canopy retention

Utilities

- ☐ General layout and location of existing and proposed utilities and utility features including, but not limited to potable water, fire hydrants, sanitary sewer, storm sewer, and power and communication facilities.
- ☐ Acknowledgement from water, sewer, and power utility providers that the proposed development may be adequately served with existing infrastructure, or if improvements are required to adequately serve the development, a general statement of the improvements.



PUD Specific Items

- ☐ List of all deviations from PUD Standards requested
- ☐ The nature of the landholder's interest in the land proposed to be developed and a written statement of concurrence from all parties having a beneficial interest in the affected property.
- ☐ Location and approximate dimensions of all existing and proposed structures including approximate height, bulk, and the utilization of structures including activities and the number of living units. Include architectural renderings of all proposed structures with materials listed.
- ☐ The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures including proposed easements for public utilities on the property or documentation of off-site easements.
- ☐ Exterior lighting plan.

If the application is deemed incomplete by the Zoning Administrator, a written request shall be made within ten days after the original submittal, for further information. In such case the application shall be held in abeyance until deemed complete for final review. No plan shall be formally presented for Planning Commission action until such plan is found complete, compliant with City standards, and ready for review.

Checklist Completed By:

Print Name

Signature

Date



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION	1111 PARKER STREET		
	TAX MAP: 100E	GROUP: E	PARCEL: 029.00
SUMMARY OF NATURE OF REQUEST AND WORK	REQUESTING SUBDIVISION OF PARCEL 029.00 TO BE DIVIDED INTO TWO SEPERATE PARCELS WITH ALLEY ACCESS		

DATE OF PRE-APPLICATION CONFERENCE		<i>Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
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	<u>Plats/PUDs:</u>
	☐ Project Name (include Sections & Phases) REVISION LOT 2 - 1111 PARKER ST.
	☐ Total Number of Lots/Residential Units 2
	☐ Square Footage of Non-Residential Floor Space
	☐ Total acreage 0.28

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

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NAME	W.E.S. - Engineers and Surveyor	PHONE	931-388-2329
ADDRESS	2486 Nashville Highway	EMAIL	allen@wesengineers.com

PROPERTY OWNER NAME	David Elizabeth Contractors, LLC	PHONE	931-451-7675
ADDRESS	4453 Kedron Road Spring Hill, TN 37174	EMAIL	jeremy@arkconstructiontn.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.

Allen O'Leary
APPLICANT NAME

Allen O'Leary
APPLICANT SIGNATURE

7/18/25
DATE

Jeremy Price
PROPERTY OWNER NAME

jeremy price
PROPERTY OWNER SIGNATURE

7/18/2025
DATE



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

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Allen O'Leary
APPLICANT NAME

Allen O'Leary
APPLICANT SIGNATURE

7/18/25
DATE

Jeremy Price
PROPERTY OWNER NAME

jeremy price
PROPERTY OWNER SIGNATURE

7/18/2025
DATE

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

_____ Gary Martin _____, 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.

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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.

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

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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.

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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.

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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.

Williamsport Townhomes - Phase 1, Section 2 PROJECT	
Completed by the Developer Gary Martin DEVELOPER NAME AUTHORIZED AGENT NAME DocuSigned by: Gary Martin C8B2C0V9D11845C... SIGNATURE 07-21-2025 13:56:35 CDT DATE 1081 Cranford Hollow Road STREET Columbia, TN 38401 CITY, STATE, ZIP 615-812-2147 PHONE gary@martinengrg.com EMAIL Attest Davide Tocci, P.E. ATTEST NAME Davide Tocci ATTEST SIGNATURE July 21, 2025 DATE	Completed by the City CITY ENGINEER SIGNATURE DATE Attest ATTEST NAME ATTEST SIGNATURE DATE



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES

700 NORTH GARDEN STREET

COLUMBIA, TN 38401

PHONE: (931) 560-1560

PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

Please submit scanned copy of the application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))

If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION			
	TAX MAP: 88	GROUP:	PARCEL: 051.03
SUMMARY OF NATURE OF REQUEST AND WORK	Final Plat review for Williamsport Townhomes - Phase 1, Section 2		

DATE OF PRE-APPLICATION CONFERENCE		<i>Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☒ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Site Development Plan ☐ ARC Alternative Compliance ☐ As Approved Plans ☐ Other:	<u>Annexations:</u> ☐ Annexation Permission Form
	<u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☐ Concept Plan
	<u>Preliminary Plats/Site Development Plans:</u> ☐ Plans and/or Plats conforming to City standards with signed and completed check list
	<u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☐ Receipt of Payment for Pre-Application Meeting ☐ Written Legal Description copy ☐ Columbia Water System Availability Letter ☐ Columbia Waste Water Department Will Serve Letter
<i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	

	<u>Plats/PUDs:</u>
	☒ Project Name (include Sections & Phases) Williamsport Townhomes - Phase 1, Section 2
	☒ Total Number of Lots/Residential Units 12 Townhomes
	☒ Square Footage of Non-Residential Floor Space 0 SF
	☒ Total acreage 35,058 SF, 0.80 ACRE

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.

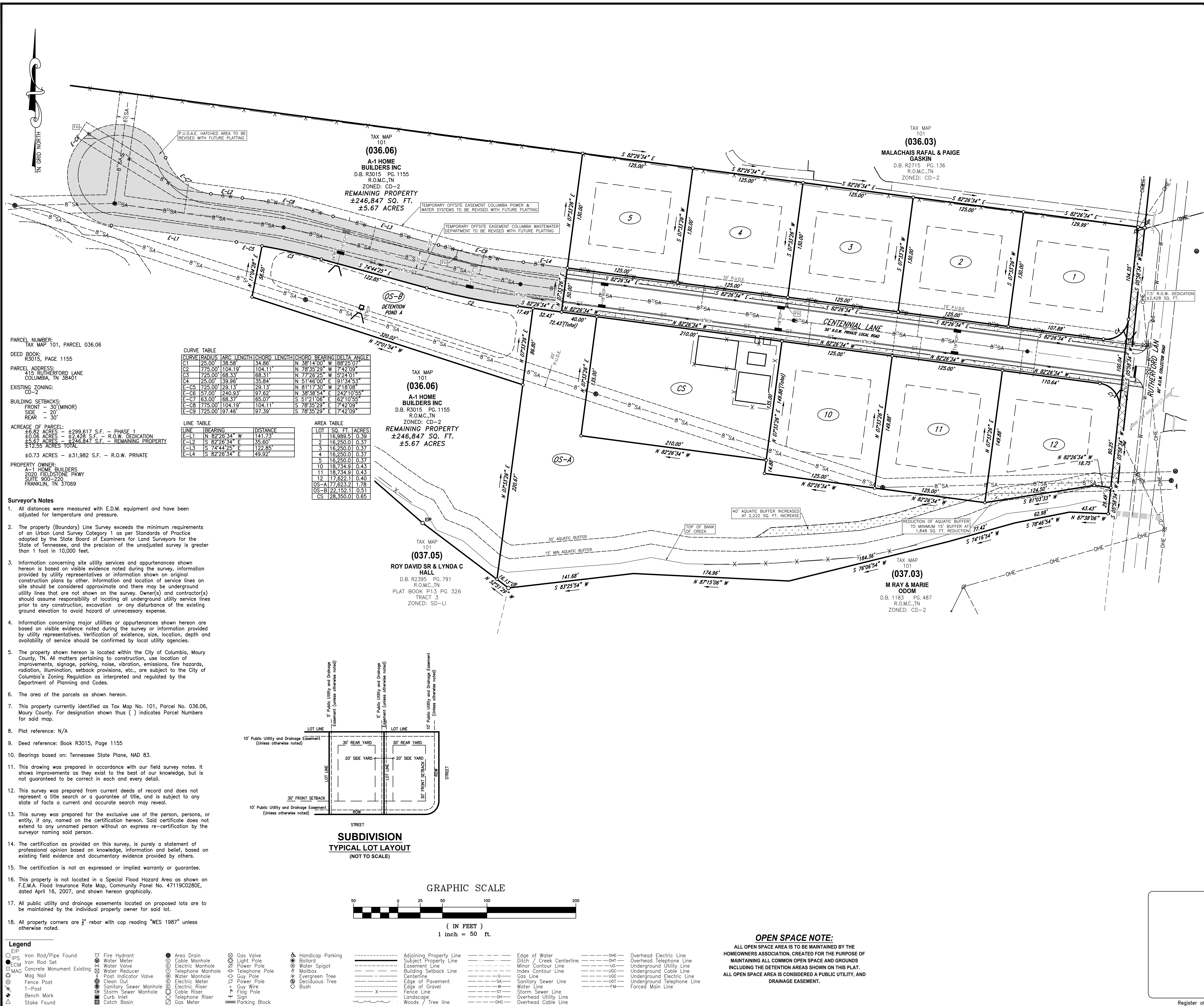
APPLICANT
All communications will go to the Applicant’s email that is provided.

NAME	Davide Tocci	PHONE	615-656-0257 x1003
ADDRESS	P.O. Box 2543 Brentwood, TN 37024	EMAIL	dave@m2groupllc.com

PROPERTY OWNER NAME	Gary Martin	PHONE	615-812-2147
ADDRESS	818 S. Main Street Columbia, TN 38401	EMAIL	gary@martinengrg.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.

Davide Tocci APPLICANT NAME	 APPLICANT SIGNATURE	July 21, 2025 DATE
Gary Martin PROPERTY OWNER NAME	DocuSigned by:  CBS2CD49D11846C PROPERTY OWNER SIGNATURE	07-21-2025 13:56:35 CDT DATE



Location Map

Not To Scale

PURPOSE NOTE:
The purpose of family lots and

CERTIFICATE OF OWNERSHIP AND DEDICATION

Date _____ A-1 HOME BUILDERS INC _____

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

Date _____ City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME AND STREET NAMES

Date _____ Maury County E-911
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

Date _____ Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

Date _____ Columbia Power & Water Systems
Columbia, Tennessee

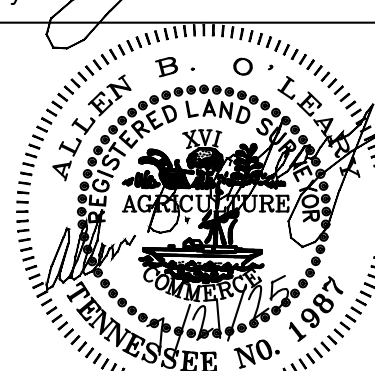
CERTIFICATE OF COMPLIANCE

Date _____ City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

Date	Secretary, Planning Commission Columbia, Tennessee
------	---

Date 7/21/25 Allen B. O'Leary TN RLS #1987
Number



© 2025



WFS
ENGINEERS & SURVEYORS

Client
A-1 HOME BUILDERS INC
2020 FIELDSTONE PKWY
SUITE 900-220
FRANKLIN, TN 37069

FINAL PLAT
WOODWARD ESTATES, PHASE 1
COLUMBIA, TN

Scale:	24338	Checklist: AO	Down: LB	REVISIONS
Vertical:		Approved: AO		
Horizontal:	1" = 50'	Date: 07-21-2025		

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.

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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.

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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.

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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.

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

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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.

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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;
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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.

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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>Woodward Estates</u> PROJECT	
<i>Completed by the Developer</i> <u>A-1 Home Builders</u> DEVELOPER NAME <u>Brandon Robertson</u> AUTHORIZED AGENT NAME <u>[Signature]</u> SIGNATURE <u>7/17/25</u> DATE <u>2020 Folkstone Pkwy</u> STREET <u>Franklin TN 37069</u> CITY, STATE, ZIP <u>(770) 231-9917</u> PHONE <u>Brandon.Robertson</u> EMAIL Attest <u>Abigail Robertson</u> ATTEST NAME <u>[Signature]</u> ATTEST SIGNATURE <u>7/17/25</u> DATE	<i>Completed by the City</i> CITY ENGINEER SIGNATURE DATE Attest ATTEST NAME ATTEST SIGNATURE DATE



July 21, 2025

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

RE: Project Name: Woodward Estates, Phase 1, Final Plat
City of Columbia Staff Review Submittal

On behalf of A-1 Home Builders Inc, the owner of these 8 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

Please submit scanned copy of the application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))
If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION	415 Rutherford Lane, Columbia, TN		
	TAX MAP: 101	GROUP:	PARCEL: 036.06
SUMMARY OF NATURE OF REQUEST AND WORK	The purpose of this final plat is to create 8 single family lots and dedicate right-of-way.		

DATE OF PRE-APPLICATION CONFERENCE		<i>Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☒ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Site Development Plan ☐ ARC Alternative Compliance ☐ As Approved Plans ☐ Other: <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations:</u> ☐ Annexation Permission Form <u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☐ Concept Plan <u>Preliminary Plats/Site Development Plans:</u> ☐ Plans and/or Plats conforming to City standards with signed and completed check list <u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☐ Receipt of Payment for Pre-Application Meeting ☐ Written Legal Description copy ☐ Columbia Water System Availability Letter ☐ Columbia Waste Water Department Will Serve Letter

	<u>Plats/PUDs:</u>
	☒ Project Name (include Sections & Phases) Woodward Estates, Phase 1, Final Plat
	☒ Total Number of Lots/Residential Units 8
	☐ Square Footage of Non-Residential Floor Space
	☒ Total acreage 6.82 Acres

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.

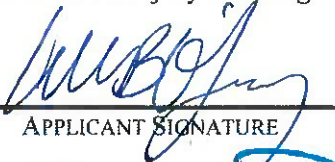
APPLICANT

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

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

PROPERTY OWNER NAME	A-1 Home Builders Inc	PHONE	
ADDRESS	2020 Fieldstone Pkwy, Suite 900-220 Franklin, TN 37069	EMAIL	brandon@a1hbs.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.

Allen B O'Leary		7/18/25
APPLICANT NAME	APPLICANT SIGNATURE	DATE
A-1 Home Builders		7/17/25
PROPERTY OWNER NAME	PROPERTY OWNER SIGNATURE	DATE

LEGAL DESCRIPTION

DEED REFERENCE

BEING PARCEL ID# 100M N 002.00 000, MAURY COUNTY. BEING THE SAME AS CONVEYED TO ALL THINGS PROPERTY GROUP LLC. AS RECORDED IN INSTRUMENT # R2982 PG 370 REGISTERS OFFICE MAURY COUNTY, TENNESSEE.

PLAT REFERENCE

BEING LOT 1 ON THE PLAN OF S&K PARTNERS & FRANK MCBRIDE JR PROPERTY RECORD IN PLAT BOOK 23, PAGE 126 REGISTERS OFFICE MAURY COUNTY, TENNESSEE.



WASTEWATER DEPARTMENT

3 April 2025

D. Todd Shirk
Gulf States Engineering, Inc.
600 Azalea Road
Mobile, AL 36609

RE: 2008 S Main St, Columbia, TN 38401; The Wash House

Todd,

This letter serves as confirmation that the City of Columbia Wastewater Department has the available capacity to service the subject 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. Any Final Plat approval and Dedication are both subject to installation and function, as determined by our Department. No detailed design plan for an extension of the sewer has been proposed at this time.

Depending upon building placement, the owner is going to have to relocate the onsite main. The owner is responsible for design and implementation of the main relocation. The owner will be required to submit plans to relocate the main with a preliminary plat. Design is subject to City comments and relocation is subject to City inspection from the Wastewater Department. The owner will dedicate the newly-installed main after installation and inspection through the City Council agenda process.

A handwritten signature in dark ink, appearing to read "Donnie Boshers". The signature is fluid and cursive, with the first name "Donnie" being more prominent than the last name "Boshers".

Donnie Boshers, Director
City of Columbia, TN
Wastewater Department



May 28, 2025

Mr. Todd Shirk
Gulf States Engineering
600 Azalea Road
Mobile, AL 36609

Sent via email: todd.shirk@gseeng.com

RE: Water Availability Letter

Expires: 9/25/2025

The Wash House
2008 S. Main Street
Tax Map & Parcel: 100M N 002.00
Columbia, TN 38401

Dear Mr. Shirk:

Columbia Power & 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 (TDEC), various Planning Commissions, and other authorities in Cities and Counties. These Cities and Counties have also adopted rules and regulations. Water service will be made available on a first-come, first-served basis, subject to the payment of all charges and fees imposed by CPWS and the approval of any and all required governmental agencies. Water service is 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 is a commercial laundromat. CPWS has evaluated the projected water demands for the proposed development in the water system hydraulic model and is able to provide commercial and fire protection service while maintaining state standards for level of service and pressures in this portion of the distribution system. CPWS can provide water for the proposed development according to the following criteria and requirements:

- A commercial fire flow of 1,750 gpm (per Fire Flow Requirements Letter included with application) can be met with existing water distribution system mains and hydrants located near the project.
 - This letter assumes the building will not be sprinklered
 - If fire/sprinkler service is requested, a separate fire service and meter will be required.

- The existing service meter to this property is a 3/4-inch meter connected to a 2-inch water main in Thomas Avenue.
 - The existing 2-inch water main in Thomas Avenue will not support a proposed 2-inch commercial service tap.
 - Applicant's request for a 2-inch service meter will require a new tap to the existing 6-inch water main in South Main Street.
- The above request translates to a 20 Single Family Unit (SFU) flow demand equivalent.
- Separate fire, irrigation, and commercial/service meters with backflow devices will be required to serve the proposed Project.

All of the above requirements up to and including the meter(s) are to be constructed and paid for by the Applicant and dedicated to CPWS once complete. No construction of water infrastructure shall be initiated until final construction plans have been approved by CPWS.

This Water Availability Letter will expire in one-hundred twenty (120) days unless vested by payment of water service fees and impact fees for the proposed project. Any request for water availability after the expiration date of this letter will be considered a new application.

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

- Remit to CPWS new water service fees for plan review, TDEC coordination, and inspection as follows: \$1,500 + \$370 per SFU equivalent
- Applicant will prepare design drawings for review and approval by CPWS for construction of the proposed water system improvements.
 - Provide design drawings in AutoCAD and .pdf format for CPWS review of proposed development. Include design drawings for grading, drainage, roadway improvements, buried (wet and dry) utilities, water systems, and surface improvements.
- Current water service fees due prior to CPWS review of design plans are listed in the table below. *Note that payment of Water Service Fees will extend the expiration of this Water Availability Letter for one year, while the applicant is working with CPWS on design and review of the improvement drawings.*

Water Service Fees	SFUs	Total
\$1,500 + 370 per SFU	20	\$7,550

- Upon Construction Drawing approval by CPWS, applicant may then pay Impact Fees and Meter Fees and schedule the pre-construction meeting. Pre-construction meeting will be canceled and re-scheduled unless all impact fees are paid at least 48 hours prior, or surety is provided in lieu of full payment.
- Water meters will be ordered by CPWS once meter fees are paid by the Applicant.
 - Meter fees are subject to change based on final design and the prevailing Board-approved rates at time of payment.

- Applicants will be charged Impact Fees and Meter Fees in effect at time of payment. Please see CPWS website for schedule of impact fees and timing of planned fee escalations. Anticipated meter costs and impact fees for this project are according to the following table:

Impact Fees and Meter Costs	Number	\$ / Unit	Total
2" Service Meter Cost	1	Current Price	Deferred
Impact Fee Credit for existing ¾" Service Meter	1	\$5,000	(\$5,000)
Current Impact Fee for 2" Service Meter	1	\$27,000	\$27,000
Estimate of Fees Due Prior to Pre-Construction Meeting =			\$22,000

- After the pre-construction meeting, CPWS will then issue a formal Notice to Proceed. No construction of water improvements may take place prior to the Notice to Proceed.
- Applicant is 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. No construction of water improvements may take place without a CPWS inspector present.

Please feel free to contact me at 931-388-4833 x7655 or Matt.Wheeler@cpws.com if you have questions or would like to discuss.

Sincerely,



Matthew J. Wheeler, P.E.
Vice President of Water Resources, CPWS

cc: Steve Andrews, Developer
Bart Anderson, CPWS
Eric King, Inflo Design Group
File 25-023

Project Description for The Wash House

2008 S. Main St, Columbia, TN 38401

The existing fully developed site will be demolished and a new building (The Wash House – laundromat) will be constructed with associated parking lot and infrastructure.



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	2008 S Main St., Columbia, TN		
	TAX MAP: 100M	GROUP: N	PARCEL: 002.00
SUMMARY OF NATURE OF REQUEST AND WORK	Removal of existing building and parking lot and construction of new commercial building and parking lot with associated utilities		

DATE OF PRE-APPLICATION CONFERENCE	10/3/24	<i>Pre-application meetings are scheduled for Wednesdays.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☒ Site Development Plan ☐ Other: <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations:</u> ☐ Annexation Permission Form <u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☐ Concept Plan <u>Preliminary Plats/Site Development Plans:</u> ☒ Plans and/or Plats conforming to City standards with signed and completed check list <u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☒ Receipt of Payment for Pre-Application Meeting ☒ Written Legal Description copy ☒ Columbia Water System Availability Letter ☒ Columbia Waste Water Department Will Serve Letter

	Plats/PUDs:
	☐ Project Name (include Sections & Phases)
	☐ Total Number of Lots/Residential Units
	☐ Square Footage of Non-Residential Floor Space
	☐ 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.

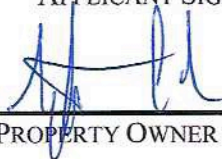
APPLICANT

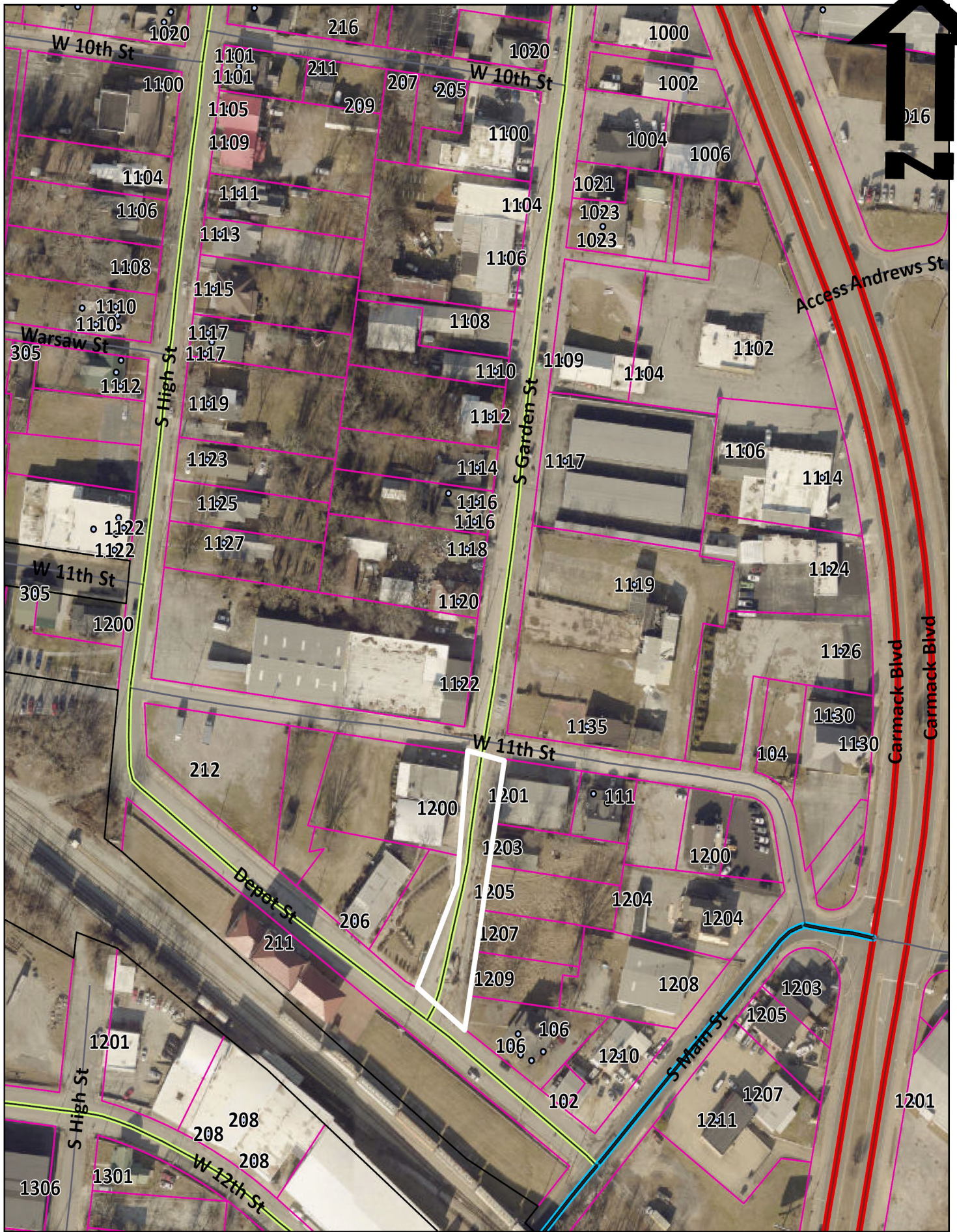
All communications go to the Applicant's email that is provided.

NAME	D. Todd Shirk	PHONE	251-459-6429
ADDRESS	600 Azalea Road, Mobile, AL 36609	EMAIL	todd.shirk@gseeng.com

PROPERTY OWNER NAME	Steve Andrews	PHONE	615-500-6407
ADDRESS	2008 S Main St., Columbia, TN	EMAIL	steve@allthingsent.com

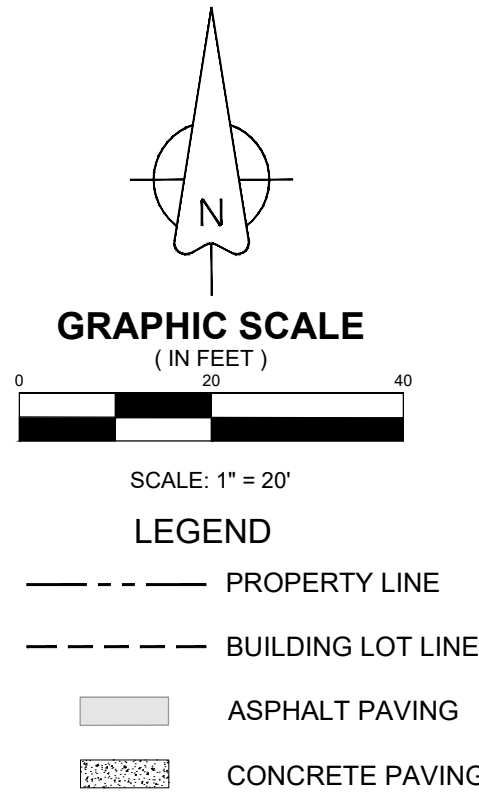
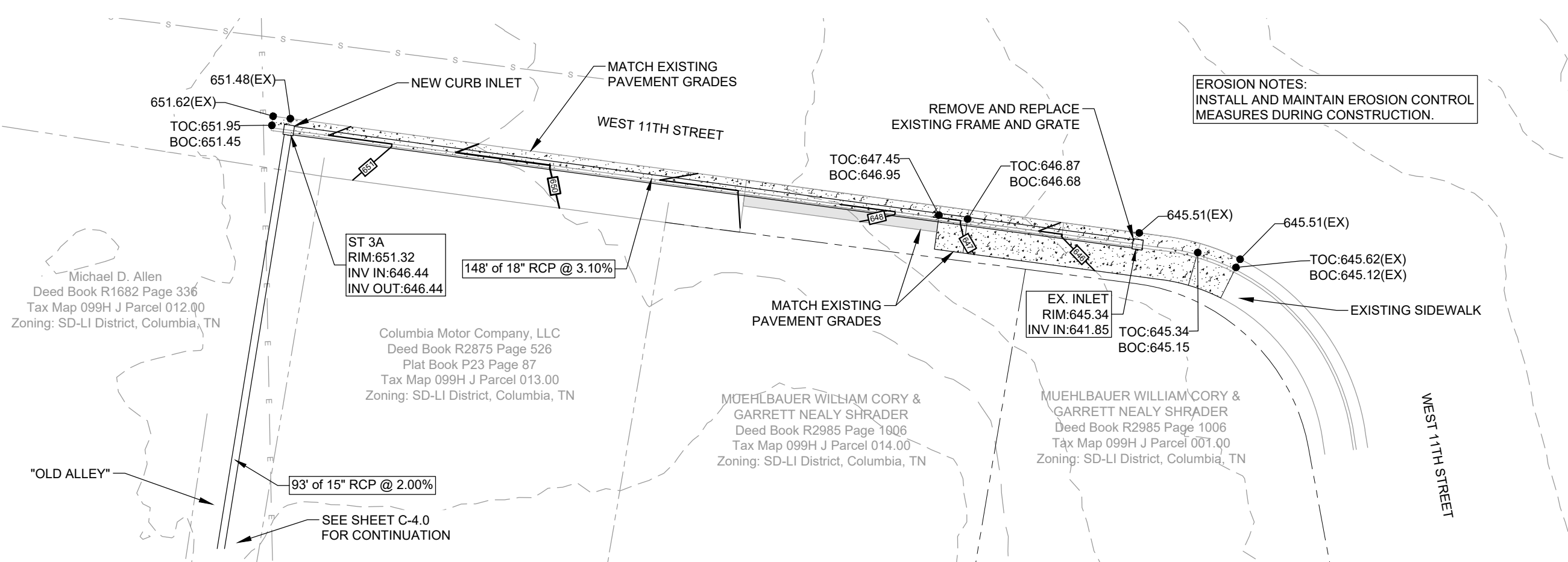
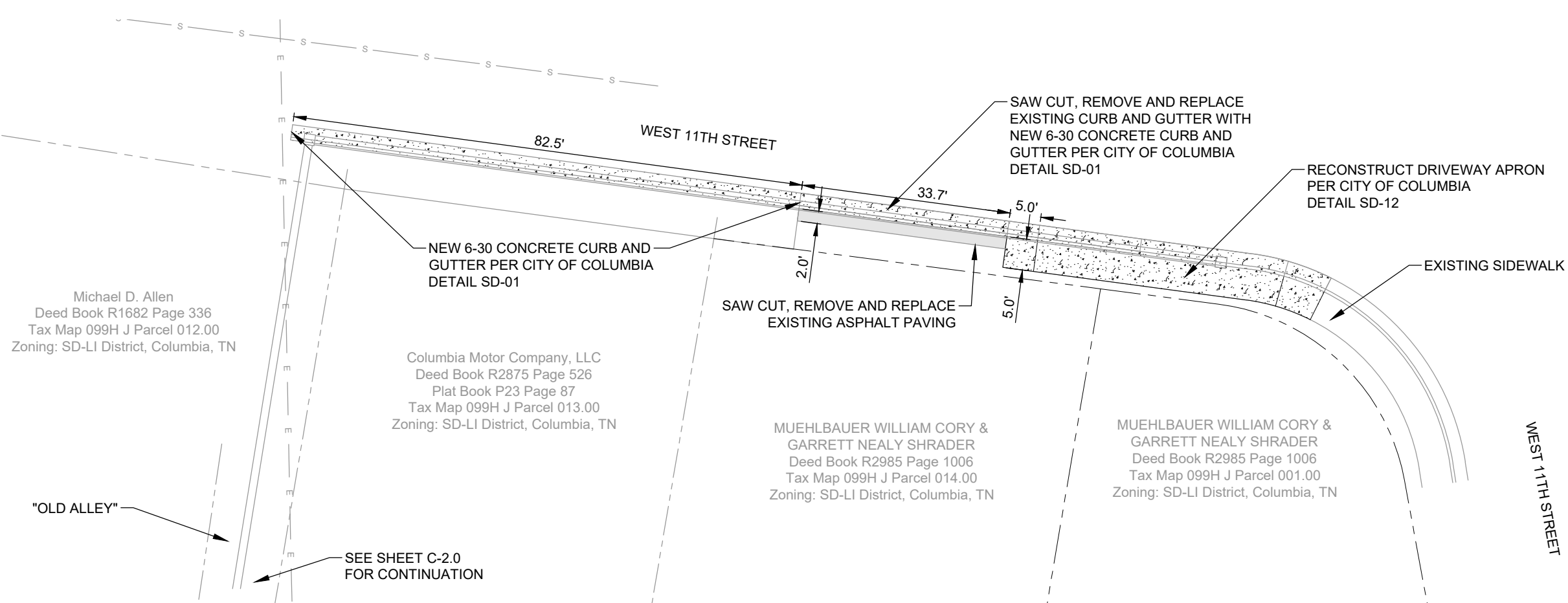
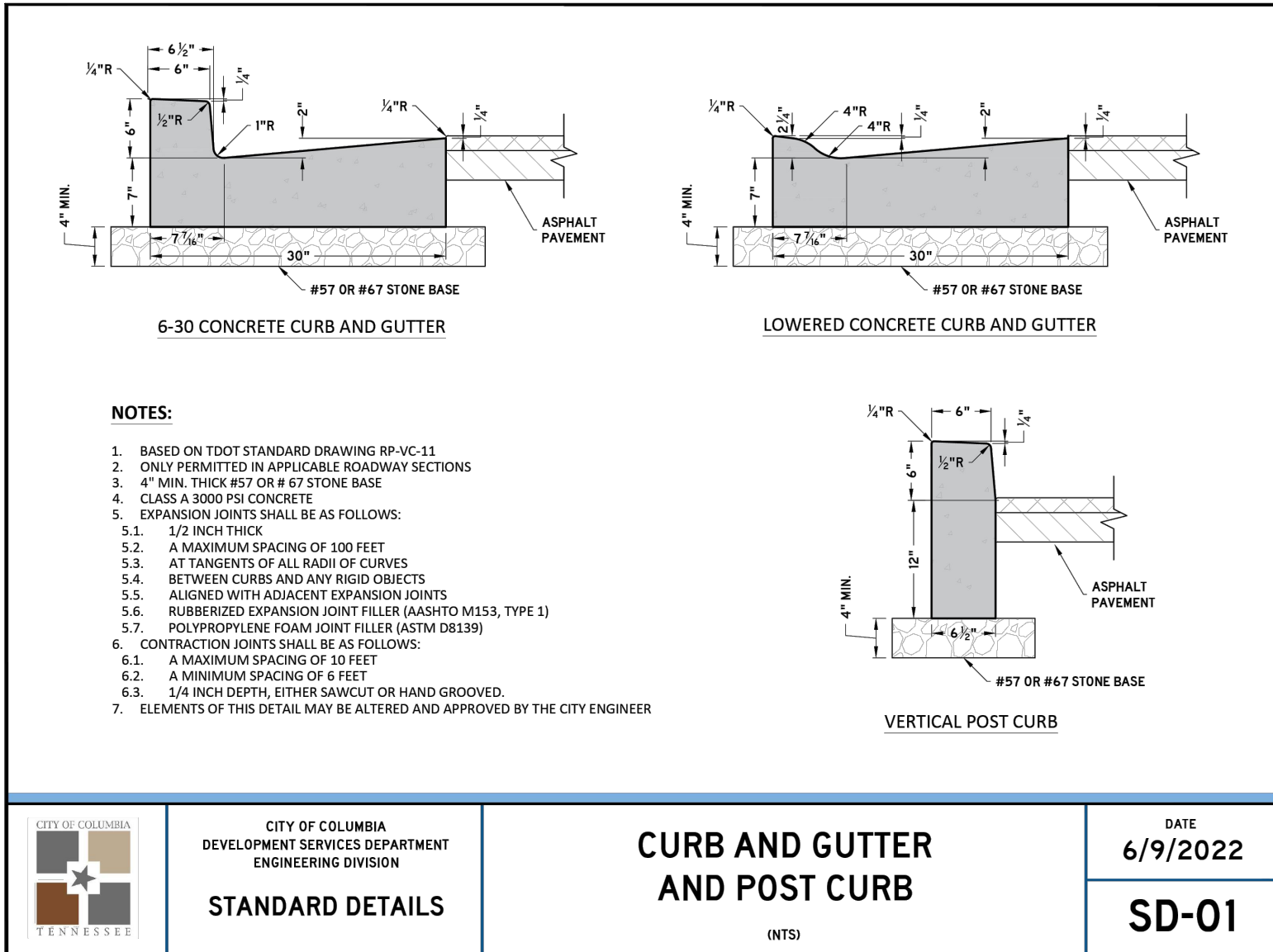
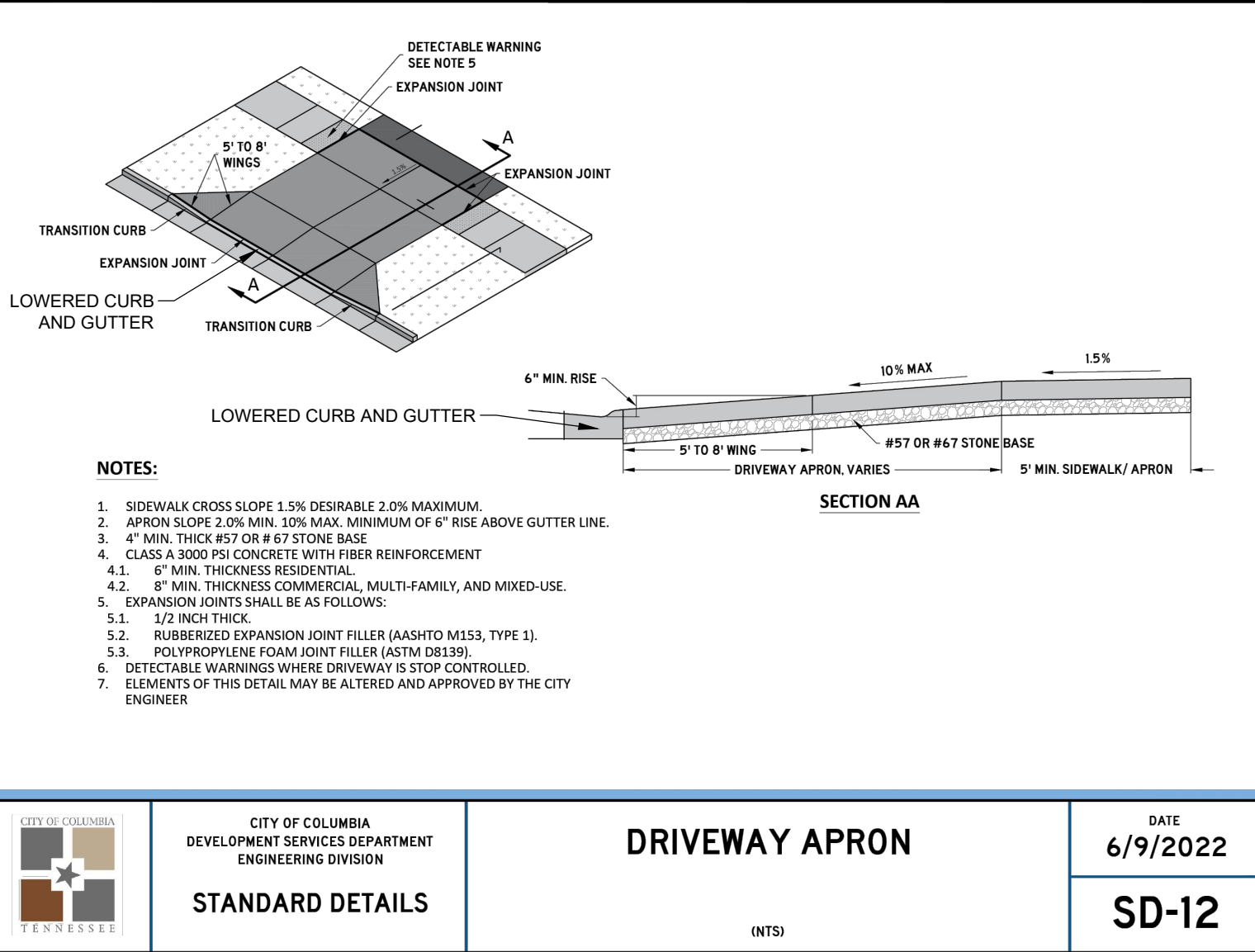
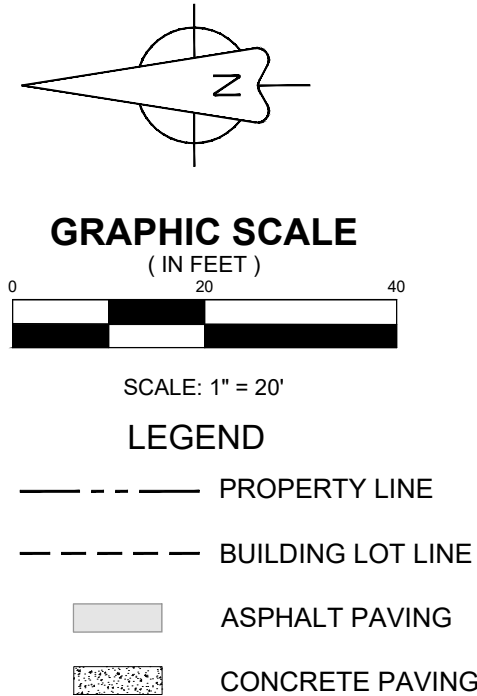
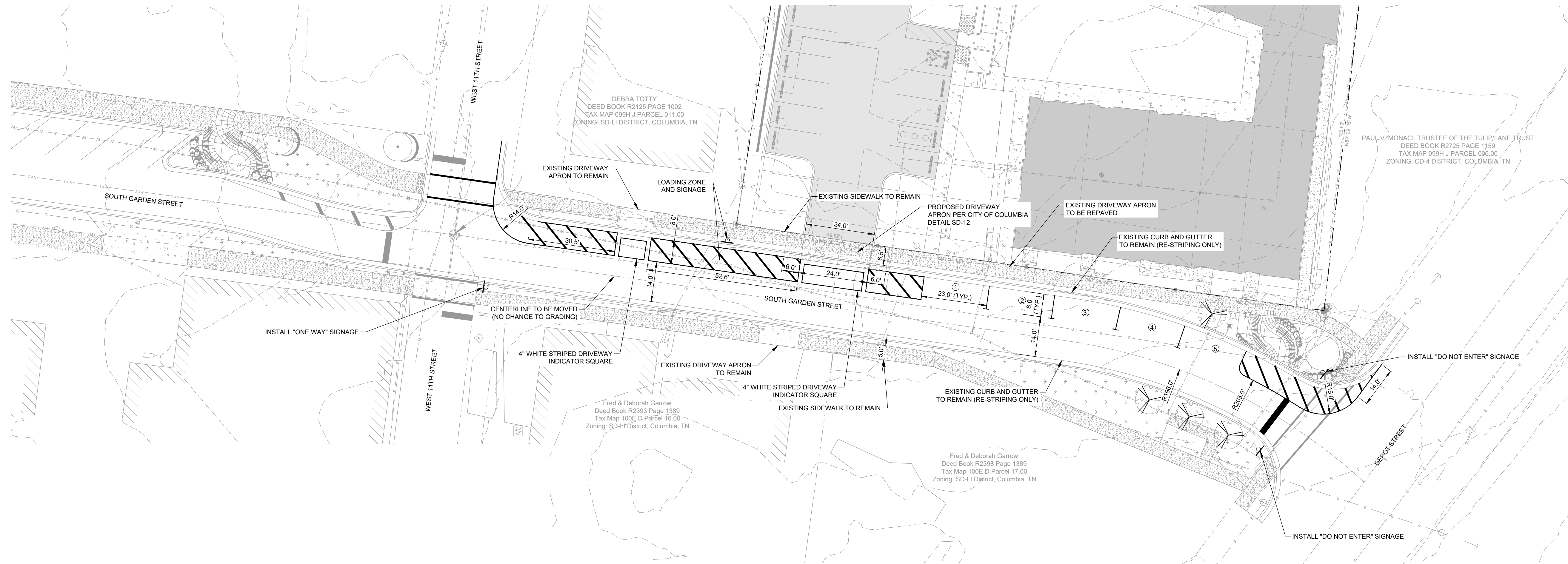
If owner is not a natural person, documentation must be provided showing signing authority on behalf of the entity. If multiple persons are listed as owners in the records of the Maury County Assessor, all owners must sign or the signatory must provide documentation of authority to apply on behalf of 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>D. Todd Shirk</u> APPLICANT NAME	 APPLICANT SIGNATURE	<u>6/23/25</u> DATE
<u>Steve Andrews</u> PROPERTY OWNER NAME	 PROPERTY OWNER SIGNATURE	<u>6/24/25</u> DATE



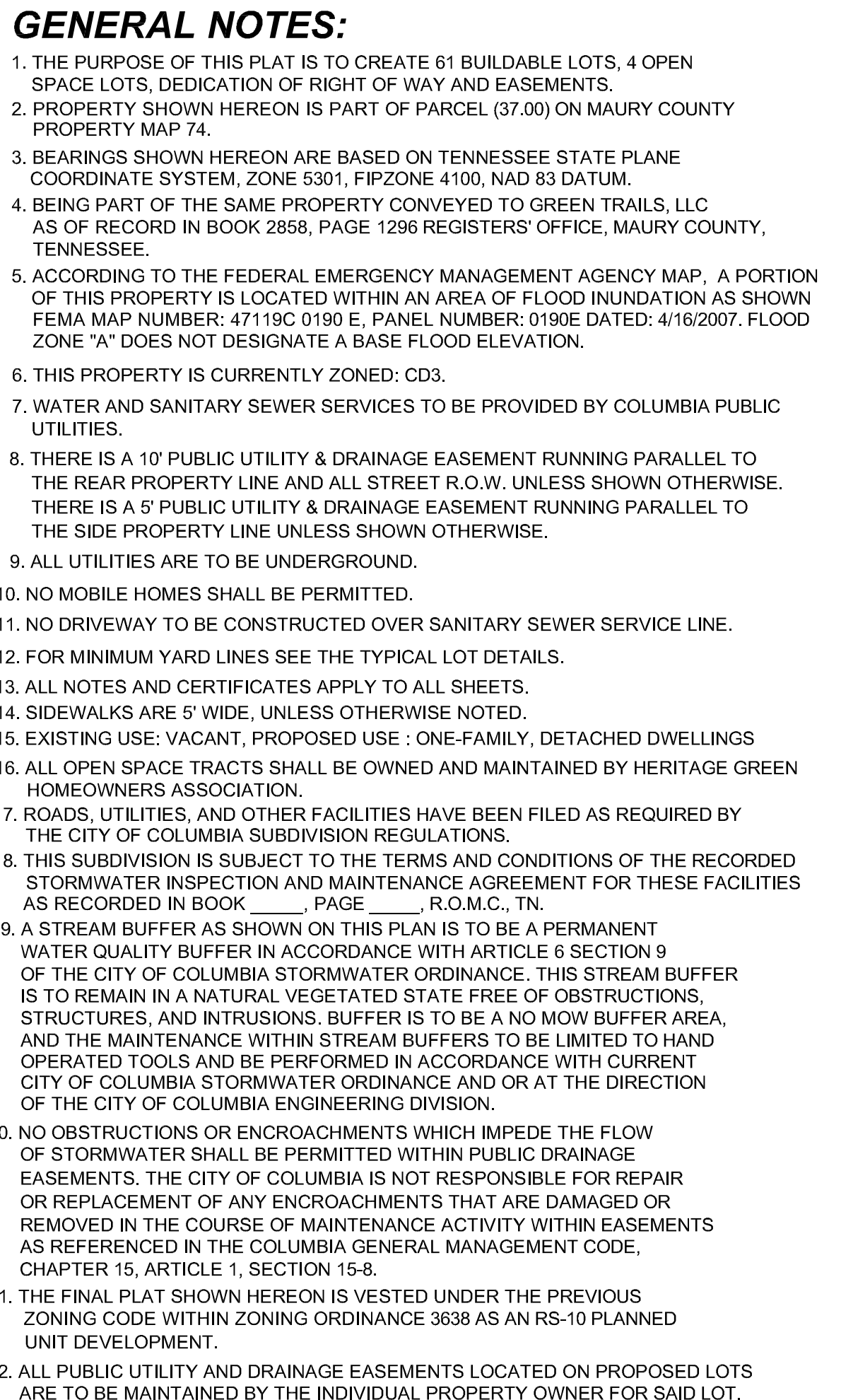
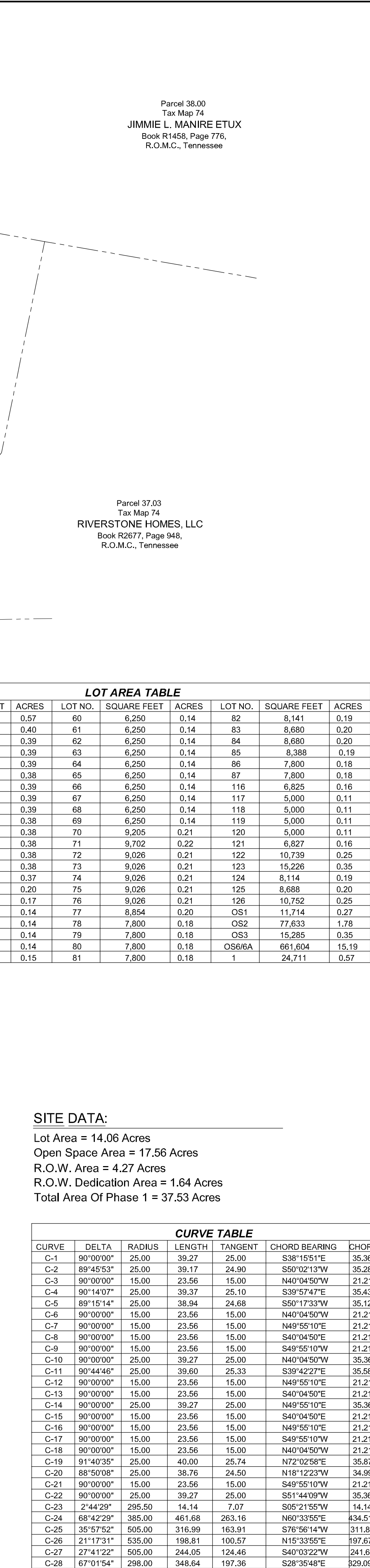
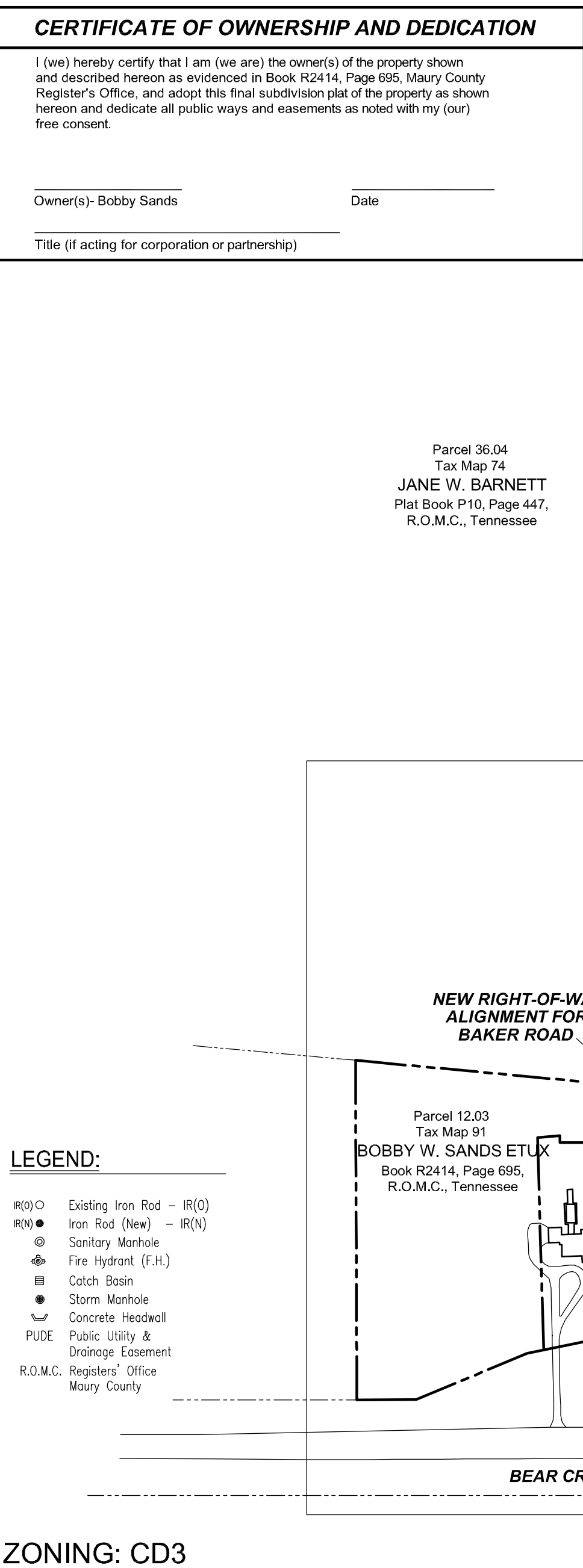
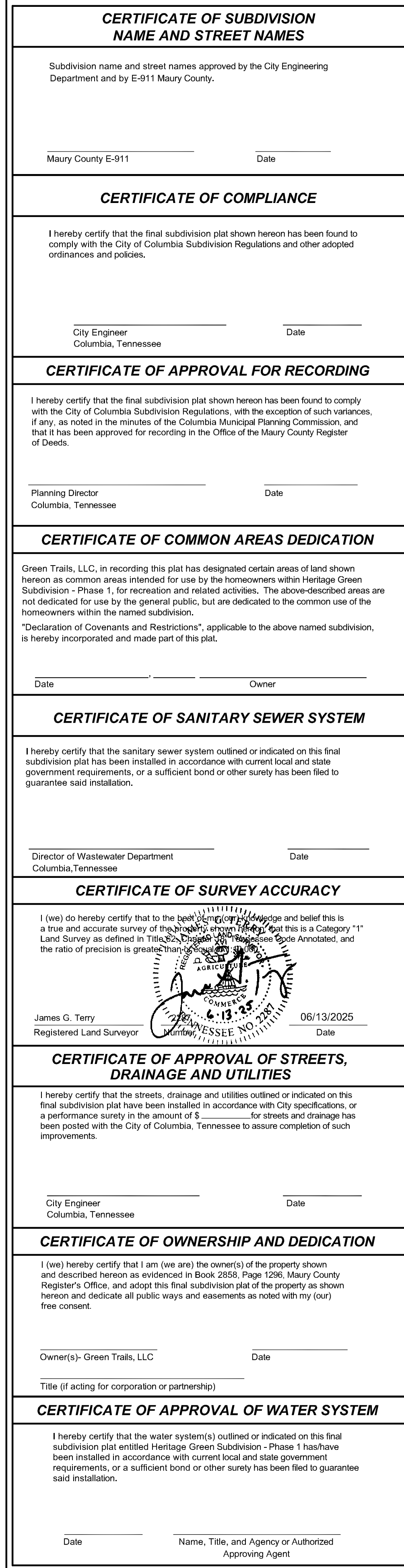
Case #25-0293
South Garden Street

Development Services
700 N. Garden St.
(931) 560-1560
www.columbiatn.gov



Revision			
No.	Date	Description	
1	03/18/2025	PER CITY COMMENTS	

THIS DRAWING IS THE PROPERTY OF TKC ARCHITECTURE & ENGINEERING (TKC A&E). ANY UNAUTHORIZED REPRODUCTION OR USAGE WITHOUT THE PRIOR WRITTEN CONSENT OF TKC A&E IS PROHIBITED.



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C-1	90°00'00"	25.00	39.27	25.00	S38°1551'E	35.36
C-2	89°45'35"	25.00	39.17	24.90	S50°1231'W	35.28
C-3	90°00'00"	15.00	23.56	15.00	N40°0450'W	21.21
C-4	90°1407"	25.00	39.37	25.10	S39°5747'E	35.43
C-5	89°15'14"	25.00	38.94	24.68	S50°1733'W	35.12
C-6	90°00'00"	15.00	23.56	15.00	N40°0450'W	21.21
C-7	90°00'00"	15.00	23.56	15.00	N49°5510'E	21.21
C-8	90°00'00"	15.00	23.56	15.00	S40°0450'E	21.21
C-9	90°00'00"	15.00	23.56	15.00	N49°5510'W	21.21
C-10	90°00'00"	25.00	39.27	25.00	N40°0450'W	35.36
C-11	90°4446"	25.00	39.60	25.33	S39°4227'E	35.68
C-12	90°00'00"	15.00	23.56	15.00	N49°5510'E	21.21
C-13	90°00'00"	15.00	23.56	15.00	S40°0450'E	21.21
C-14	90°00'00"	25.00	39.27	25.00	N49°5510'E	35.36
C-15	90°00'00"	15.00	23.56	15.00	S40°0450'E	21.21
C-16	90°00'00"	15.00	23.56	15.00	N49°5510'E	21.21
C-17	90°00'00"	15.00	23.56	15.00	S49°5510'W	21.21
C-18	90°00'00"	15.00	23.56	15.00	N40°0450'W	21.21
C-19	89°4'035"	25.00	40.00	25.74	N70°0231'W	35.99
C-20	88°50'08"	15.00	36.76	24.50	N18°1223'W	34.89
C-21	90°00'00"	15.00	23.56	15.00	S49°5510'W	21.21
C-22	90°00'00"	25.00	39.27	25.00	S51°4409'W	35.36
C-23	2°44'29"	295.50	14.14	7.07	S05°2155'W	14.34
C-24	68°25'29"	385.00	461.68	263.91	N60°3355'E	434.51
C-25	35°57'27"	505.00	316.99	163.16	S76°5814'W	311.81
C-26	1°11'17"	195.00	19.91	10.57	S01°0155'W	19.91
C-27	27°41'22"	505.00	244.54	124.46	S03°0322'W	241.68
C-28	67°01'54"	298.00	348.65	196.36	S28°3549'E	329.09

REVISIONS:

REV	DATE	DESCRIPTION
1	By:RR Date: 06-13-2025.	Revise per staff comments.

MAURY COUNTY, TENNESSEE
Prepared By:
JTA LAND SURVEYING, INC.
3384 N MT JULIET ROAD
SUITE 900
MT JULIET, TENNESSEE 37122
PHONE: (615) 490-6920

SHEET 1 OF 3
JOB NO: 2025-132



GRAPHIC SCALE

MATCH LINE SEE SHEET 3 OF 3

MATCH LINE SEE SHEET 3 OF 3

IR(O) ○	Existing Iron Rod – IR(O)
IR(N) ●	Iron Rod (New) – IR(N)
⊕	Sanitary Manhole
⚡	Fire Hydrant (F.H.)
≡	Catch Basin
⊗	Storm Manhole
U	Concrete Headwall
PUDE	Public Utility & Drainage Easement
R.O.M.C.	Registers' Office Murray County

Lot Area = 14.06 Acres
Open Space Area = 17.56 Acres
R.O.W. Area = 4.27 Acres
R.O.W. Dedication Area = 1.64 Acres
Total Area Of Phase 1 = 37.53 Acres

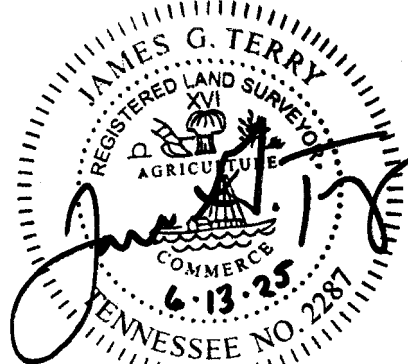
RIGHT OF WAY DEDICATION
ALONG BAKER ROAD
47,024 SQUARE FEET OR

Parcel 36.04
Tax Map 74
JANE W. BARNETT
Plat Book P10, Page 447
R.O.M.C., Tennessee

Parcel 12.06
Tax Map 91
MAURY MEMORIAL GARDENS, LLC
Book R2108, Page 452,
R.O.M.C., Tennessee
Plat Book P19, Page 3 And 4,
R.O.M.C., Tennessee

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C-1	90°00'00"	25.00	39.17	25.00	S39°15'51"E	35.36
C-2	89°45'33"	25.00	39.27	24.90	S50°02'13"W	35.28
C-3	90°00'00"	15.00	23.56	15.00	N40°04'50"W	21.21
C-4	90°14'07"	25.00	39.37	25.10	S39°57'47"E	35.43
C-5	89°15'14"	25.00	38.94	24.68	S50°17'33"W	35.12
C-6	90°00'00"	15.00	23.56	15.00	N40°04'50"W	21.21
C-7	90°00'00"	15.00	23.56	15.00	N49°55'10"E	21.21
C-8	90°00'00"	15.00	23.56	15.00	S40°04'50"E	21.21
C-9	90°00'00"	15.00	23.56	15.00	S49°55'10"W	21.21
C-10	90°00'00"	25.00	39.27	25.00	N40°04'50"W	35.36
C-11	90°04'46"	25.00	39.60	25.33	S39°42'7"E	35.58
C-12	90°00'00"	25.00	39.26	25.00	S49°55'10"E	21.21
C-13	90°00'00"	15.00	23.56	15.00	N40°04'50"E	21.21
C-14	90°00'00"	25.00	39.27	25.00	N49°55'10"E	35.36
C-15	90°00'00"	15.00	23.56	15.00	S40°04'50"E	21.21
C-16	90°00'00"	15.00	23.56	15.00	N49°55'10"E	21.21
C-17	90°00'00"	15.00	23.56	15.00	S49°55'10"W	21.21
C-18	90°00'00"	15.00	23.56	15.00	N40°04'50"E	21.21
C-19	91°40'35"	25.00	40.00	25.74	N72°02'58"E	35.87
C-20	88°50'08"	25.00	38.76	24.50	N18°12'23"W	34.99
C-21	90°00'00"	15.00	23.56	15.00	S49°55'10"W	21.21
C-22	90°00'00"	25.00	39.27	25.00	S51°44'09"E	35.36
C-23	88°50'08"	25.00	38.76	24.50	S60°33'57"E	34.99
C-24	68°42'29"	385.00	461.68	263.16	N60°33'55"E	434.51
C-25	35°57'52"	505.00	316.99	163.91	S76°56'14"W	311.81
C-26	21°17'31"	535.00	198.81	100.57	N15°33'55"E	197.67
C-27	27°41'22"	505.00	244.05	124.36	S40°03'22"W	241.68
C-28	67°01'54"	298.00	348.64	197.64	S28°35'48"E	329.09

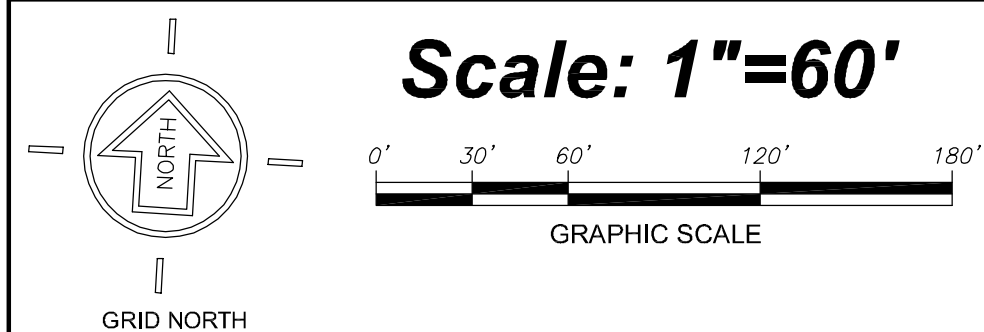
LOT AREA TABLE								
LOT NO.	SQUARE FEET	ACRES	LOT NO.	SQUARE FEET	ACRES	LOT NO.	SQUARE FEET	ACRES
1	24,711	0.57	60	6,250	0.14	82	8,141	0.19
2	17,356	0.40	61	6,250	0.14	83	8,680	0.20
3	17,109	0.39	62	6,250	0.14	84	8,680	0.20
4	14,056	0.39	63	6,250	0.14	85	8,368	0.19
5	17,015	0.39	64	6,250	0.14	86	7,800	0.18
6	16,733	0.38	65	6,250	0.14	87	7,800	0.18
7	16,875	0.39	66	6,250	0.14	116	6,825	0.16
8	16,835	0.39	67	6,250	0.14	117	5,000	0.11
9	16,798	0.39	68	6,250	0.14	118	5,000	0.11
10	16,763	0.38	69	6,250	0.14	119	5,000	0.11
11	16,726	0.38	70	9,205	0.21	120	5,000	0.11
12	16,690	0.38	71	9,702	0.22	121	6,827	0.16
13	16,654	0.38	72	9,026	0.21	122	10,739	0.25
14	16,410	0.38	73	9,026	0.21	123	15,226	0.35
15	37,167	0.37	74	9,026	0.21	124	8,114	0.19
52	8,685	0.20	75	9,026	0.21	125	8,688	0.20
54	7,568	0.17	76	9,026	0.21	126	10,752	0.25
55	6,250	0.14	77	8,854	0.20	OS1	11,714	0.27
56	6,250	0.14	78	7,800	0.18	OS2	77,633	1.78
57	6,250	0.14	79	7,800	0.18	OS3	15,265	0.35
58	6,309	0.14	80	7,800	0.18	OS6A	667,694	15.19
59	6,658	0.15	81	7,800	0.18	1	281,711	0.57



Prepared By:
JTA LAND SURVEYING, INC.
3384 N MT JULIET ROAD
SUITE 900
MT JULIET, TENNESSEE 37122
PHONE: (615) 490-6920

① By:RR Date: 06-13-2025. Revise per staff comments

Page 94 of 100



LOT AREA TABLE		
LOT NO.	SQUARE FEET	ACRES
1	24,711	0.57
2	17,356	0.40
3	17,109	0.39
4	17,056	0.39
5	17,015	0.39
6	16,733	0.38
7	16,875	0.39
8	16,835	0.39
9	16,798	0.39
10	16,762	0.38
11	16,726	0.38
12	16,690	0.38
13	16,654	0.38
14	16,610	0.38
15	16,187	0.37
53	8,568	0.20
54	7,568	0.17
55	6,250	0.14
56	6,250	0.14
57	6,250	0.14
58	6,309	0.14
59	6,658	0.15
60	6,250	0.14
61	6,250	0.14
62	6,250	0.14
63	6,250	0.14
64	6,250	0.14
65	6,250	0.14
66	6,250	0.14
67	6,250	0.14
68	6,250	0.14
69	6,250	0.14
70	9,205	0.21
71	9,702	0.22
72	9,026	0.21
73	9,026	0.21
74	9,026	0.21
75	9,026	0.21
76	9,026	0.21
77	8,854	0.20
78	7,800	0.18
79	7,800	0.18
80	7,800	0.18
81	7,800	0.18
82	8,141	0.19
83	8,680	0.20
84	8,680	0.20
85	8,388	0.19
86	7,800	0.18
87	7,800	0.18
116	6,825	0.16
117	5,000	0.11
118	5,000	0.11
119	5,000	0.11
120	5,000	0.11
121	6,827	0.16
122	10,739	0.25
123	15,226	0.35
124	8,114	0.19
125	8,688	0.20
126	10,752	0.25
OS1	11,714	0.27
OS2	77,633	1.78
OS3	15,285	0.35
OS6	661,604	15.19

RIGHT OF WAY DEDICATION
ALONG BAKER ROAD
47,024 SQUARE FEET OR
1.08 ACRES

LEGEND:

(R)(O) Existing Iron Rod - (R)(O)
(N)(N) Iron Rod (New) - (R)(N)
Sanitary Manhole
Fire Hydrant (F.H.)
Catch Basin
Storm Manhole
Concrete Headwall
PUDE Public Utility & Drainage Easement
R.O.M.C. Registers Office
Maury County

MATCH LINE SEE SHEET 2 OF 3

N05°01'45"E
26.75'

10' Waterline Easement
Book R1937, Page 936,
R.O.M.C., Tennessee

S85°04'50"E
33.59'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

N85°04'50"W
85.00'

20' PUDE

S04°55'10"W
30.00'

195.00'

S85°04'50"E
41.00'

20' PUDE

DEVELOPER:

Green Trails, LLC
Contact: Rick Deckbar
2925 Berry Hill Drive
Nashville, Tennessee 37204
Email: Rick@Deckbar.com
Phone: (615) 397-4513

ENGINEER:

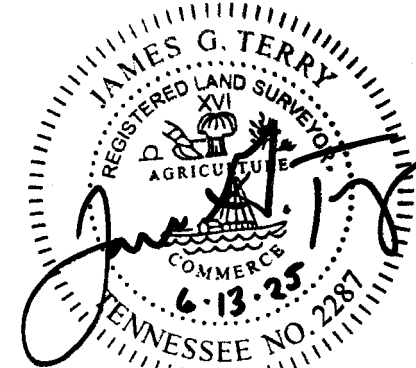
Land Solutions Company, LLC
Contact: Jennifer Speich
2925 Berry Hill Drive
Nashville, Tennessee 37204
Email: jennifer@landsolutionsco.net
Phone: (615) 336-7865

SURVEYOR:

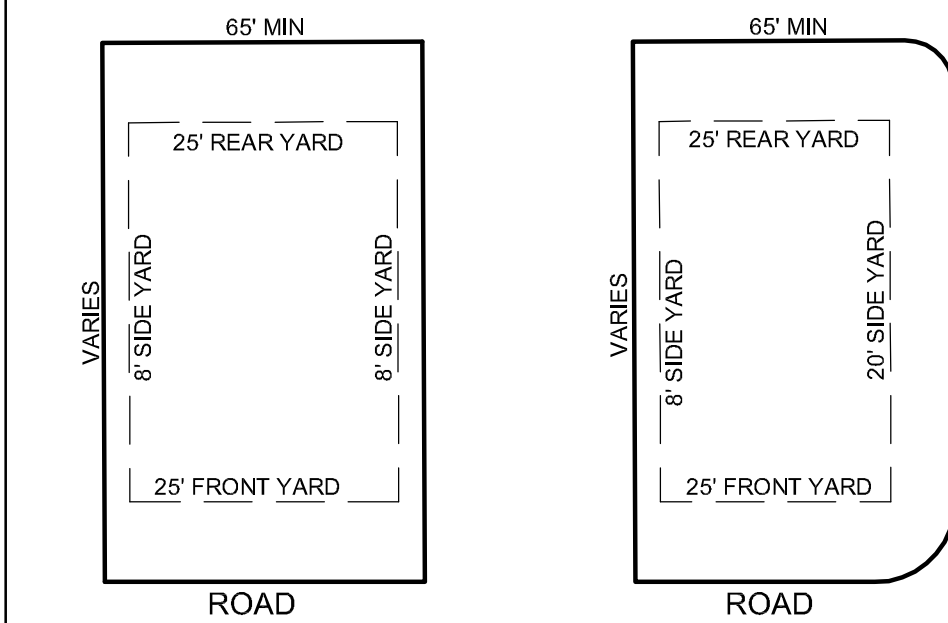
JTA Land Surveying, Inc.
Contact: Greg Terry
3384 N Mt. Juliet Road - Suite 900
Mt. Juliet, Tennessee 37122
Email: greg.jta@comcast.net
Phone: (615) 490-6920

SITE DATA:

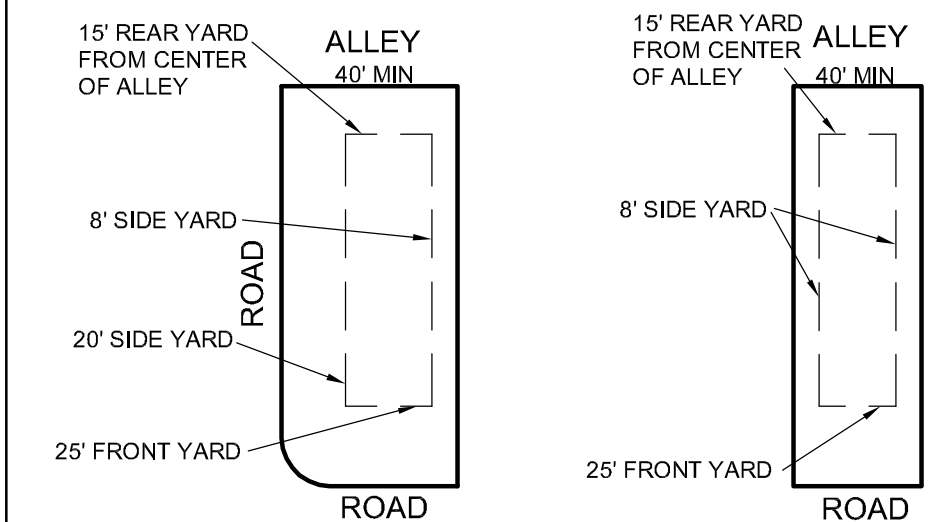
Lot Area = 14.06 Acres
Open Space Area = 17.56 Acres
R.O.W. Area = 4.27 Acres
R.O.W. Dedication Area = 1.64 Acres
Total Area Of Phase 1 = 37.53 Acres



Parcel 14.03
Tax Map 91
CITY OF COLUMBIA
Book R2448, Page 927,
R.O.M.C., Tennessee



TYPICAL LOT LAYOUT
(Not To Scale)



TYPICAL ALLEY LOT LAYOUT
(Not To Scale)

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING
C-1	90°00'00"	25.00	39.27	25.00	S38°15'51"E
C-2	89°45'53"	25.00	39.17	24.90	S50°02'13"W
C-3	90°00'00"	15.00	23.56	15.00	N40°04'50"W
C-4	90°14'07"	25.00	39.37	25.10	S39°57'47"E
C-5	89°15'14"	25.00	38.94	24.68	S50°17'33"W
C-6	90°00'00"	15.00	23.56	15.00	N40°04'50"W
C-7	90°00'00"	15.00	23.56	15.00	N49°55'10"E
C-8	90°00'00"	15.00	23.56	15.00	S40°04'50"E
C-9	90°00'00"	15.00	23.56	15.00	S49°55'10"W
C-10	90°00'00"	25.00	39.27	25.00	N40°04'50"W
C-11	90°44'46"	25.00	39.60	25.33	S39°42'27"E
C-12	90°00'00"	15.00	23.56	15.00	N49°55'10"E
C-13	90°00'00"	15.00	23.56	15.00	S40°04'50"E
C-14	90°00'00"	25.00	39.27	25.00	N49°55'10"E
C-15	90°00'00"	15.00	23.56	15.00	S40°04'50"E
C-16	90°00'00"	15.00	23.56	15.00	N49°55'10"E
C-17	90°00'00"	15.00	23.56	15.00	S49°55'10"W
C-18	90°00'00"	15.00	23.56	15.00	N40°04'50"W
C-19	91°40'35"	25.00	40.00	25.74	N72°02'58"E
C-20	88°50'08"	25.00	38.76	24.50	N18°12'23"W
C-21	90°00'00"	15.00	23.56	15.00	S49°55'10"W
C-22	90°00'00"	25.00	39.27	25.00	S51°44'09"W
C-23	2°44'29"	295.50	14.14	7.07	S05°21'55"W
C-24	68°42'29"	385.00	461.68	263.16	N60°33'55"E
C-25	35°57'52"	505.00	316.99	163.91	S76°56'14"W
C-26	21°17'31"	535.00	198.81	100.57	N15°33'55"E
C-27	27°41'22"	505.00	244.05	124.46	S40°03'22"W
C-28	67°01'54"	298.00	348.64	197.36	S28°35'48"E

Parcel 14.00
Tax Map 91

MAURY COUNTY BOARD OF EDUCATION
Book 1250, Page 508,
R.O.M.C., Tennessee

"E.A. COX MIDDLE SCHOOL"

REVISIONS:

① By:RB Date: 06-13-2025. Revise per staff comments.

FINAL PLAT HERITAGE GREEN SUBDIVISION PHASE 1

626 BAKER ROAD
P/O PARCEL 37.00 - TAX MAP 74
CITY OF COLUMBIA
MAURY COUNTY, TENNESSEE
Prepared By:
JTA LAND SURVEYING, INC.
3384 N MT JULIET ROAD
SUITE 900
MT JULIET, TENNESSEE 37122
PHONE: (615) 490-6920

SHEET 3 OF 3
JOB NO: 2025-132

Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

25th day of APRIL, 2025,
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

Green Trails 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 Heritage Green Phase 1 (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

14th 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.

PROJECT	
<i>Completed by the Developer</i>	<i>Completed by the City</i>
Green Trails LLC DEVELOPER NAME	
Rick Deckbar AUTHORIZED AGENT NAME	
 SIGNATURE	
April 25 th / 2025 DATE	
2925 Berry Hill Dr STREET	
Nashville, TN 37204 CITY, STATE, ZIP	
615-397-4513 PHONE	
rick@deckbar.com EMAIL	
<i>Attest</i>	<i>Attest</i>
Mandy A. Allen ATTEST NAME	
 ATTEST SIGNATURE	
4/25/2025 DATE	
	CITY ENGINEER
	SIGNATURE
	DATE



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

Please submit scanned copy of the application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))
If there is no access to a computer, please submit all pertinent information on a flash drive as well as provide one hard copy. Additional fee may apply.

ADDRESS/LOCATION	626 Baker Rd		
	TAX MAP: 74	GROUP:	PARCEL: 37.00
SUMMARY OF NATURE OF REQUEST AND WORK	Final Plat for Heritage Green Phase I. 61 lots and associated ROW. 37.53 Acres		

DATE OF PRE-APPLICATION CONFERENCE	n/a	Pre-application meetings are scheduled for Wednesdays. Concept plan/fee due the Friday before the meeting.
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Comprehensive Plan Amendment ☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☒ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Site Development Plan ☐ ARC Alternative Compliance ☐ As Approved Plans ☐ Other:	<u>Annexations:</u> ☐ Annexation Permission Form
	<u>Annexations/Rezoning/Plan Amendments:</u> ☐ Requested Zone Listed ☐ Statement of Compliance with Comprehensive Plan ☐ Concept Plan
	<u>Preliminary Plats/Site Development Plans:</u> ☐ Plans and/or Plats conforming to City standards with signed and completed check list
<i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>All Annexations/Rezoning/Preliminary Plats/Site Development Plans and PUDS:</u> ☐ Receipt of Payment for Pre-Application Meeting ☐ Written Legal Description copy ☐ Columbia Water System Availability Letter ☐ Columbia Waste Water Department Will Serve Letter

	Plats/PUDs:
	☒ Project Name (include Sections & Phases)
	☒ Total Number of Lots/Residential Units
	☐ Square Footage of Non-Residential Floor Space <i>n/a</i>
	☒ Total acreage <i>37.53 Acres</i>

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 will go to the Applicant's email that is provided.

NAME	<i>Lynn Ealey</i>	PHONE	<i>615-969-9202</i>
ADDRESS	<i>2925 Berry Hill Dr Nashville 37204</i>	EMAIL	<i>Lynn@landsolutions.co.net</i>

PROPERTY OWNER NAME	<i>Green Trails LLC</i>	PHONE	<i>Some</i>
ADDRESS	<i>Some</i>	EMAIL	<i>Some</i>

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><i>Lynn Ealey</i></u> APPLICANT NAME	<u><i>[Signature]</i></u> APPLICANT SIGNATURE	<u><i>4/21/2025</i></u> DATE
<u><i>[Signature]</i></u> PROPERTY OWNER NAME	<u><i>[Signature]</i></u> PROPERTY OWNER SIGNATURE	<u><i>4/21/2025</i></u> DATE