



The Development Review Committee will meet on Monday, November 10, 2025 at 10:00 AM in Conference Room A, Basement Level, City Hall, to consider the following:

I. Items For Review

1. Request from Owen Hosay for Final Plat approval with surety for Marlon's Creek Subdivision Phase 2A, located at [Tax Map 73 Parcel 15, off Lasea Road](#).

Documents:

1. 25-0370_Final Plat_10-20-2025
2. 25-0370_Development Agreement_10-20-2025

2. Request from TKC Architecture & Engineering, LLC for Final Plat approval with surety of Reserve at Hickory Ridge Phase 1B located at [Tax Map 93 Parcel 3.02 off Bear Creek Pike and Red Hawk Road](#).

Documents:

1. 25-0391_Final Plat_10-20-2025
2. 25-0391_Development Agreement_10-20-2025
3. 25-0391_LTMP_10-20-2025
4. 25-0391_Owners Consent_10-20-2025
5. 25-0391_Submittal Letter_10-20-2025

3. Request from Allen O'Leary for Final Plat approval with surety of Woodward Estates Phase 1B located off [Rutherford Lane at Tax Map 101 Parcel 36.06](#).

Documents:

1. 25-0389_Final Plat_10-20-2025
2. 25-0389_Development Agreement_10-20-2025

3. 25-0389_Submittal Letter_10-20-2025
4. Request from WES Engineers & Surveyors for Final Plat approval with surety of Lots 10 and 13 of the Beechcroft Plaza PUD located at [Tax Map 42 Parcel 14 off Cayer Lane](#).

Documents:

1. 25-0388_Final Plat_10-20-2025
 2. 25-0388_Warranty Deed_10-20-2025
 3. 25-0388_Checklist_10-20-2025
5. Request from Hunter Fred for Preliminary Plat and Final PUD Master plan approval for Bear Springs Phase 2A located at [Tax Map 92 Parcel 12 off Bear Creek Pike and Rock Springs Road](#).

Documents:

1. 25-0390_Preliminary Plat_10-20-2025
 2. 25-0390_Final PUD Master Plan_10-20-2025
 3. 25-0390_PUD Phasing Plan_10-20-2025
 4. 25-0390_Water Availability Letter_10-20-2025
 5. 25-0390_Fire Flow_10-20-2025
 6. 25-0390_WW Will Serve_10-20-2025
 7. 25-0390_DREMC Will Serve Letter_10-20-2025
 8. 25-0390_Owner Deed_10-20-2025
6. Request from T-Square Engineering, Inc. to Rezone property located at [601 and 605 West 7th Street, being Tax Map 100D Group F Parcel 20](#), from CD-4 (General Urban Character District) to CD-5 (General Urban Center).

Documents:

1. 25-0392_Concept Plan_10-20-2025
 2. 25-0392_WW Will Serve_10-20-2025
 3. 25-0392_Water Availability Letter_10-20-2025
 4. 25-0392_Legal Description_10-20-2025
 5. 25-0392_Submittal Letter_10-20-2025
7. Request from Columbia City Council for review and recommendation of the de-annexation of properties located at [Tax Map 52 Parcels 38.03, 38.05, 38.06 and Tax Map 66 Parcels 1.01, 1.02 and 1.03 off of Darks Mill Road](#).

Documents:

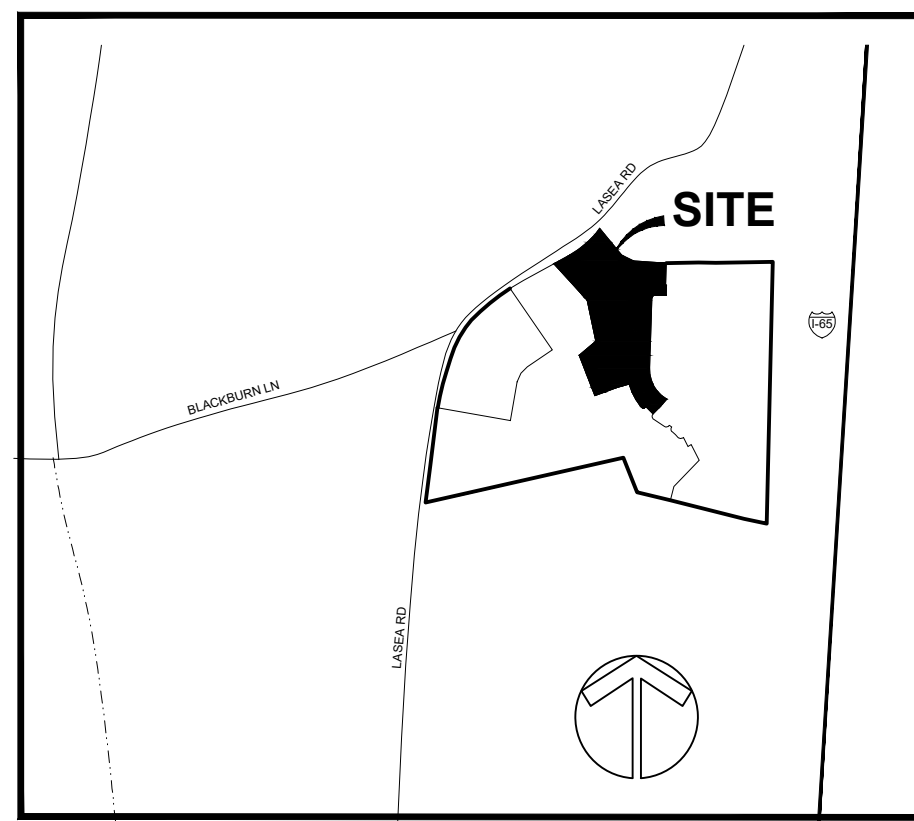
1. 25-0395_Email Communication_10-20-2025

II. Items for Additional Review

1. Request from Davide Tocci for Final Plat approval with surety for Williamsport Townhomes Phase 2A, Section 1, located at [Tax Map 88 Parcel 51.03 off Williamsport Pike and Oak Springs Drive](#).

Documents:

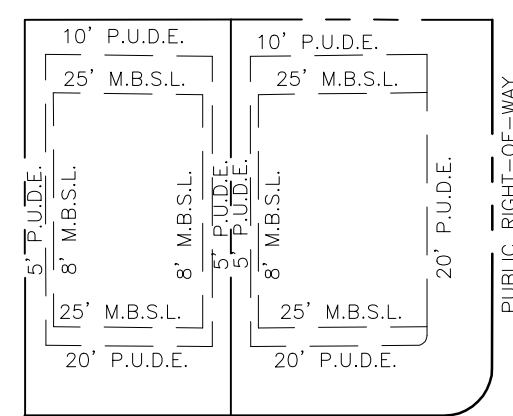
1. 25-0331_Final Plat_09-15-2025
2. 25-0331_Development Agreement_09-15-2025



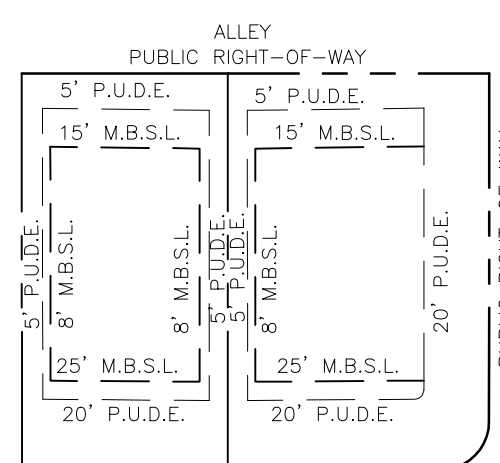
VICINITY MAP
(N.T.S.)

GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE 37 RESIDENTIAL LOTS, 2 OPEN SPACE LOTS, AND TO DEDICATE RIGHT-OF-WAY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983.
3. THIS PROPERTY IS CURRENTLY ZONED CDS.
4. 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. 47119C0195E, WITH AN EFFECTIVE DATE OF 4/16/2007 WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 471013 PANEL NO. "NOT PRINTED" WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" AREA OF MINIMAL FLOOD HAZARD.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.
6. BEING A PORTION OF PARCEL NUMBER 15 AS SHOWN ON MAURY COUNTY PROPERTY MAP NUMBER 73.
7. ALL SIDEWALKS OUTSIDE THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION THE MAURY COUNTY HIGHWAY DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OF THE SIDEWALK IN THE LASEA ROAD RIGHT-OF-WAY.
8. THIS PROPERTY IS SUBJECT TO THE INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES AS RECORDED IN BOOK R3051, PAGE 1245 IN THE REGISTERS OFFICE OF MAURY COUNTY, TENNESSEE.
9. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED ON PROPOSED LOTS ARE TO BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER FOR SAID LOT.



SINGLE FAMILY
TYPICAL LOT DETAIL
(NOT TO SCALE)



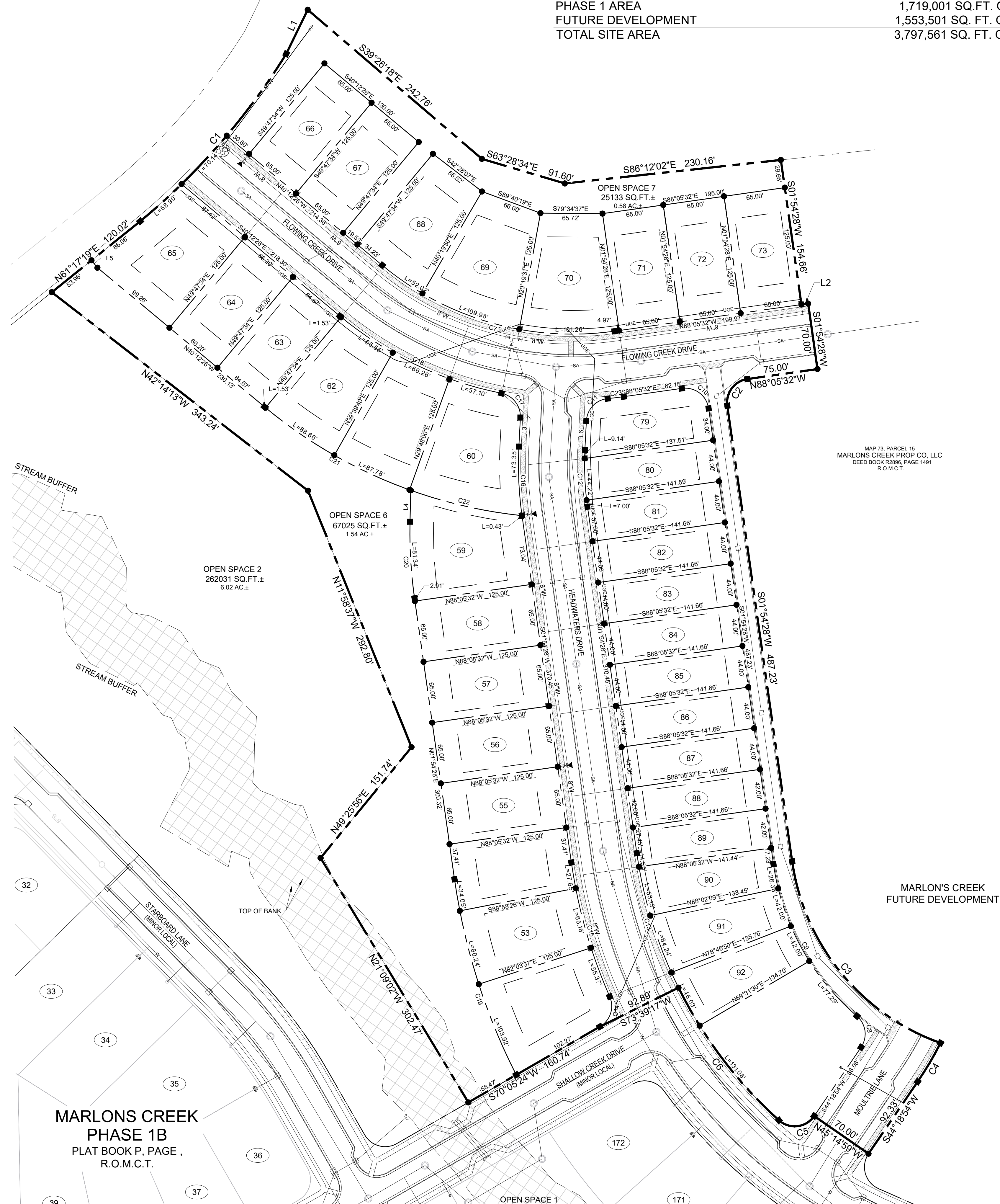
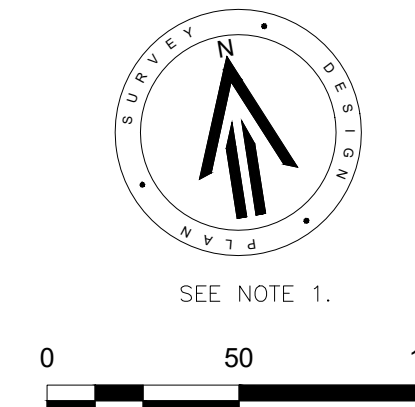
ALLEY LOADED
SINGLE FAMILY
TYPICAL LOT DETAIL
(NOT TO SCALE)

LOTS AREA
OPEN SPACE
RIGHT-OF-WAY DEDICATION
TOTAL AREA

312,973 SQ. FT. OR 7.18 ACRES±
92,159 SQ. FT. OR 2.12 ACRES±
119,927 SQ. FT. OR 2.75 ACRES±
525,059 SQ. FT. OR 12.05 ACRES±

PHASE 1 AREA
FUTURE DEVELOPMENT
TOTAL SITE AREA

1,719,001 SQ.FT. OR 39.47 ACRES±
1,553,501 SQ. FT. OR 35.66 ACRES±
3,797,561 SQ. FT. OR 87.18 ACRES±



LOT	SQ.FT.±	ACRES±
52	11249.42	0.26
53	9087.43	0.21
54	8532.68	0.20
55	8125.00	0.19
56	8125.00	0.19
57	8125.00	0.19
58	8125.00	0.19
59	11366.03	0.26
60	12200.42	0.28
62	9700.76	0.22
63	8275.00	0.19
64	8275.00	0.19
65	12159.09	0.28
66	8125.00	0.19
67	8125.00	0.19
68	9548.99	0.22
69	11147.52	0.26
70	10890.72	0.25
71	8125.00	0.19
72	8125.00	0.19

LOT	SQ.FT.±	ACRES±
73	8125.00	0.19
79	7575.46	0.17
80	6162.93	0.14
81	6233.02	0.14
82	6233.21	0.14
83	6233.21	0.14
84	6233.21	0.14
85	6233.21	0.14
86	6233.21	0.14
87	6233.21	0.14
88	5948.88	0.14
89	5948.79	0.14
90	6763.62	0.16
91	7264.66	0.17
92	7144.68	0.16
99	9548.79	0.14
100	17346.04	0.40

LOT	SQ.FT.±	ACRES±
OS7	25133.00	0.58

LINE	BEARING	DISTANCE
L1	N35°57'56"E	51.95'
L2	S88°05'32"E	7.18'
L3	S12°53'15"W	30.74'
L4	N11°21'39"E	33.22'
L5	S28°42'41"E	10.00'
L6	N12°53'15"E	30.74'

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C1	731.50'	236.26'	18°30'18"	119.17'	235.23'	N51°06'59"E
C2	25.00'	39.27'	90°00'00"	25.00'	35.36'	S46°54'28"W
C3	240.00'	260.98'	62°18'19"	145.08'	248.31'	S29°14'42"E
C4	388.00'	47.59'	7°24'36"	23.83'	47.56'	S40°36'36"W
C5	25.00'	42.65'	97°44'56"	28.63'	37.66'	N86°48'38"W
C6	470.00'	177.11'	21°35'27"	89.62'	176.07'	N27°08'26"W
C7	315.00'	263.26'	47°53'06"	139.87'	255.67'	N64°08'59"W
C8	25.00'	36.55'	83°45'39"	22.42'	33.38'	S02°26'05"W
C9	260.00'	187.66'	41°21'13"	98.13'	183.61'	S18°46'09"E
C10	25.00'	39.27'	90°00'00"	25.00'	35.36'	S43°05'32"E
C11	25.00'	35.60'	81°35'06"	21.57'	32.67'	N53°40'48"E
C12	315.00'	60.36'	10°58'47"	30.28'	60.27'	N07°23'51"E
C13	470.00'	149.73'	18°15'10"	75.50'	149.10'	N07°13'07"W
C14	25.00'	36.61'	83°54'14"	22.47'	33.43'	S28°08'17"W
C15	540.00'	148.17'	15°43'18"	74.56'	147.71'	S05°57'11"E
C16	385.00'	73.78'	10°58'47"	37.00'	73.67'	S07°23'51"W
C17	25.00'	35.60'	81°35'06"	21.57'	32.67'	S27°54'18"E
C18	385.00'	191.44'	28°29'25"	97.74'	189.47'	S54°27'09"E
C19	665.00'	218.21'	18°48'03"	110.09'	217.23'	N07°29'34"W
C20	483.00'	81.34'	9°27'11"	40.76'	81.25'	N06°38'03"E
C21	510.00'	179.34'	20°08'53"	90.61'	178.42'	N50°16'53"W
C22	510.00'	122.49'	13°45'41"	61.54'	122.20'	S67°04'51"E
C23	385.00'	17.23'	2°33'54"	8.62'	17.23'	S86°48'35"E

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED BOOK R286, PAGE 1491, MAURY COUNTY REGISTERS OFFICE AND ADOPT THIS FINAL SUBDIVISION PLAT OR THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED WITH MY (OUR) FREE CONSENT.

GARY L. EALEY _____ DATE _____

AUTHORIZED MEMBER, MARLONS CREEK PROP CO, LLC _____

CERTIFICATE OF ACCURACY

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON. THAT THIS IS A CATEGORY "1" LAND SURVEY AS DEFINED IN TITLE 62, CHAPTER 18, TENNESSEE CODE ANNOTATED, AND THAT THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000.

RAGAN-SMITH ASSOCIATES, LLC _____

TED J. STEVENSON, II, RLS NUMBER 2136 _____ DATE _____

CERTIFICATE OF THE APPROVAL OF WATER SYSTEM

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

NAME _____ DATE _____

TITLE _____ AUTHORIZING AGENCY _____

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES

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

CITY ENGINEER _____ DATE _____

CERTIFICATE OF APPROVAL FOR RECORDING

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

PLANNING DIRECTOR _____ DATE _____

COLUMBIA, TENNESSEE

CERTIFICATE OF SUBDIVISION NAME AND STREET NAMES

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE CITY ENGINEERING DEPARTMENT AND BY E-811 MAURY COUNTY.

MAURY COUNTY E-811 _____ DATE _____

CERTIFICATE OF SANITARY SEWER SYSTEM

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

DIRECTOR OF WASTEWATER DEPARTMENT _____ DATE _____

COLUMBIA, TENNESSEE

CERTIFICATE OF COMPLIANCE

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

CITY ENGINEER _____ DATE _____

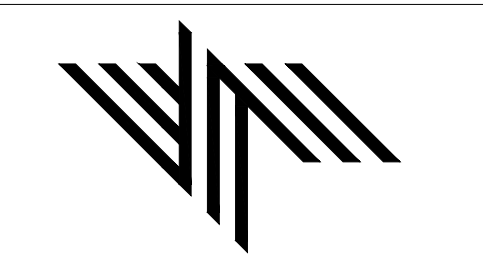
COLUMBIA, TENNESSEE

FINAL PLAT
**MARLONS CREEK
PHASE 2A**
1686 LASEA ROAD
3RD CIVIL DISTRICT
MAURY COUNTY, TENNESSEE

DATE: OCTOBER 3, 2025
SCALE: 1"= 80'
JOB NO. 21-0282

SHEET 1 of 1
LAND SURVEYOR
TED J. STEVENSON, II, RLS
RAGAN-SMITH ASSOCIATES, LLC
315 WOODLAND STREET
NASHVILLE, TENNESSEE 37206
OFFICE: 615.244.8591
EMAIL: tstevenson@ragansmith.com

OWNER/DEVELOPER
MARLONS CREEK PROP CO, LLC
2925 BERRY HILL DRIVE
NASHVILLE, TN 37204
CONTACT: OWEN HOSAY
(615) 934-2864
EMAIL: owen@freehillventures.net



RaganSmith
a Pape-Dawson company

Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

17th day of February, 2025,
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

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

WITNESSETH:

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

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

17th day of February, 2025,
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.

RESERVE AT HICKORY RIDGE, PHASE 1B

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
ctk@tkc-ae.com

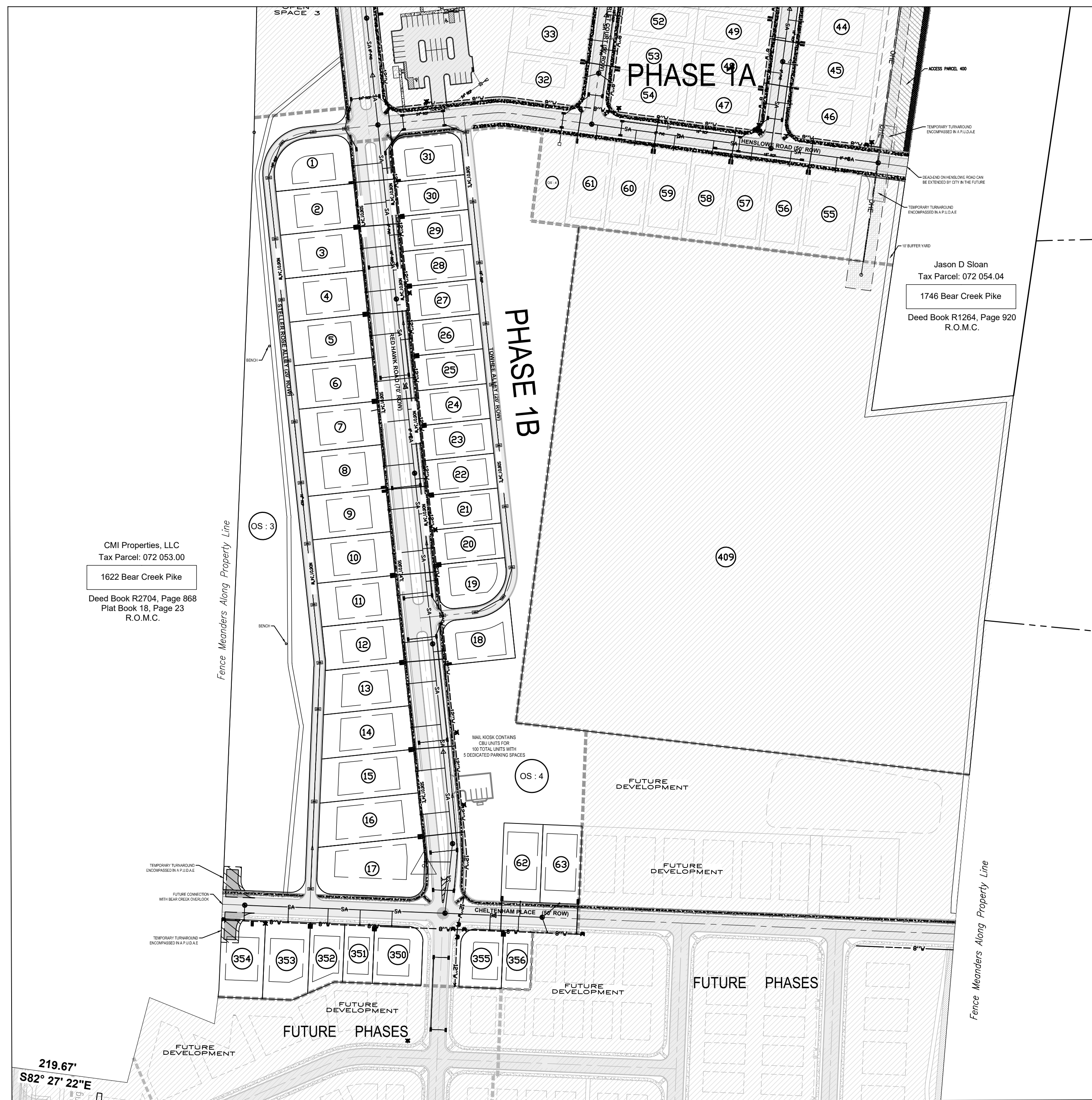
CONTACT: ROGER HARRAH
615-814-7414
rharrah@twm-inc.com

OWNER / SUBDIVIDER
D.R. HORTON
1210 PREMIER DRIVE, SUITE 100
CHATTANOOGA, TENNESSEE 37421
(423) 497-1380
dhorton.com

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

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.

Parcel	Sq. Ft.	Acres
1	10493.31	0.24
2	10050.00	0.23
3	10050.00	0.23
4	10050.00	0.23
5	10050.00	0.23
6	10050.00	0.23
7	10050.00	0.23
8	10050.00	0.23
9	10050.00	0.23
10	10050.00	0.23
11	10050.00	0.23
12	10065.19	0.23
13	10615.11	0.24
14	11442.21	0.26
15	12269.31	0.28
16	13096.40	0.30
17	16595.54	0.38
18	9364.62	0.21
19	8393.31	0.19
20	7200.00	0.17
21	7200.00	0.17
22	7200.00	0.17
23	7200.00	0.17
24	7200.00	0.17
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29	7200.00	0.17
30	7200.00	0.17
31	8731.75	0.20
62	8978.00	0.21
63	8978.00	0.21
350	8237.79	0.19
351	5100.00	0.12
352	6393.10	0.15
353	10160.60	0.23
354	10057.54	0.23
355	7115.87	0.16
356	9000.00	0.11



LOT DEVELOPMENT

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

- SITE AREA 1B= 802436 SF / 18.421 ACRES
- Base property Zoning is RS-10 Residential/Cluster Design

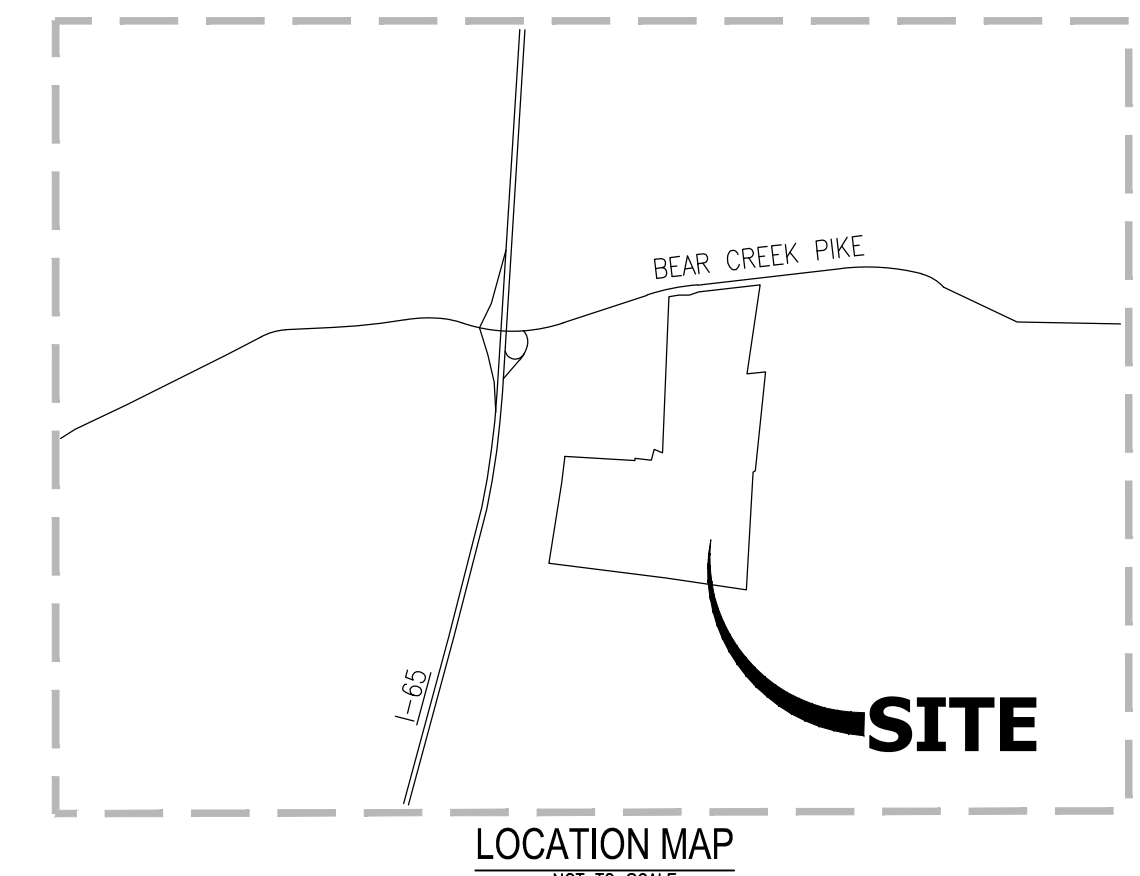
MINIMUM LOT SIZE 5000 SF (CLUSTER) 10000 SF (RS-10):
SETBACKS: RS-10 UNDER 10000 SF:
FRONT: 30 FEET 22'
SIDE SETBACKS: 10 FEET 7.5'
REAR SETBACKS: 30 FEET 15' MIN. (400 SQ FT YARD)

Open Space Area Table

PARCEL SQ. FT. ACRES
OS : 3 191668 4.400
OS : 4 146744 3.369

AREA SUMMARY

AREA IN LOTS:	8.282 ACRES
AREA IN R.O.W.:	2.999 ACRES
AREA IN 20' ROW	1.045 ACRES
OPEN SPACE AREA:	7.769 ACRES
TOTAL AREA:	20.095 ACRES



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 herein as evidenced in Book R2974, Page 443 (Tract 1) and Book R2974, Page 432 (Tract 2) Maury County Register's Office, and adopt this final subdivision plat of the property as shown herein 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 herein; 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:____.

Date _____ Registered Surveyor, R.L.S. 2039

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the final subdivision plat shown herein 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.

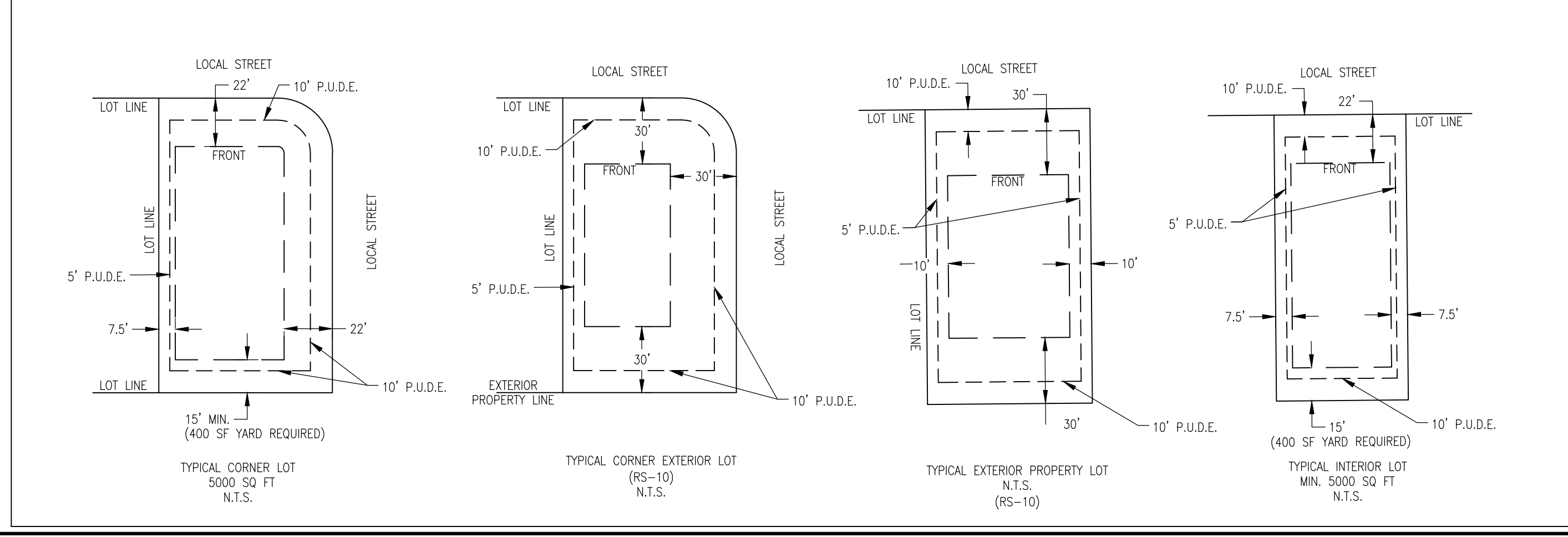
Director of Wastewater Department _____ Date _____
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

City Engineer _____ Date _____
Columbia, Tennessee

- GENERAL NOTES**
- The purpose of this plat is to create 40 single family lots and 2 open space lots, establish easements, and dedicate right-of-way, as shown for Phase 1B 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. 47113C0195E 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
 - 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.
 - The HOA will be responsible for the monument signs and the mail kiosk area.
 - Private Stormwater Management Facilities shown on this Final Plat shall be maintained as directed in the Long Term Maintenance Plan as recorded in Record Book R2974, Pages 432-436 in the Register's of Deed's Office of Maury County, Tennessee.



TWM
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

SEAL

ROGER HARRAH
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2039

SIGNATURE: _____
DATE SIGNED: _____

ISSUED FOR
DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
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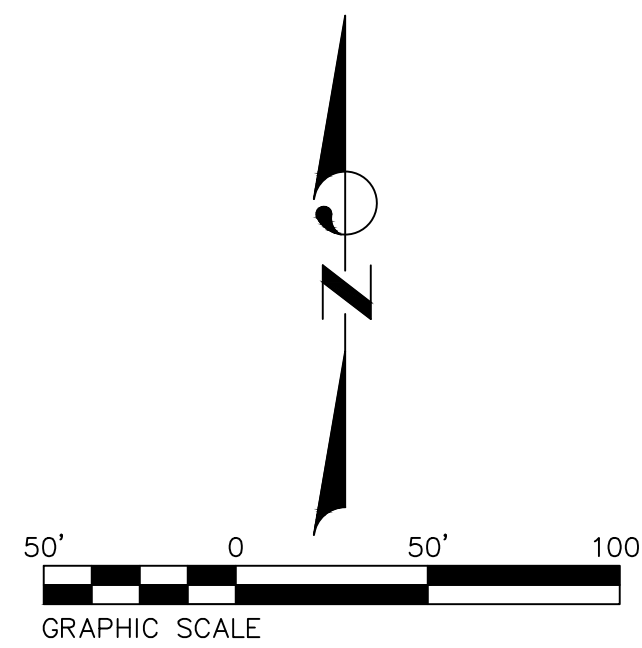
DRAWN BY:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
PROJECT NO: 211205A

PROJECT:

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

TITLE:

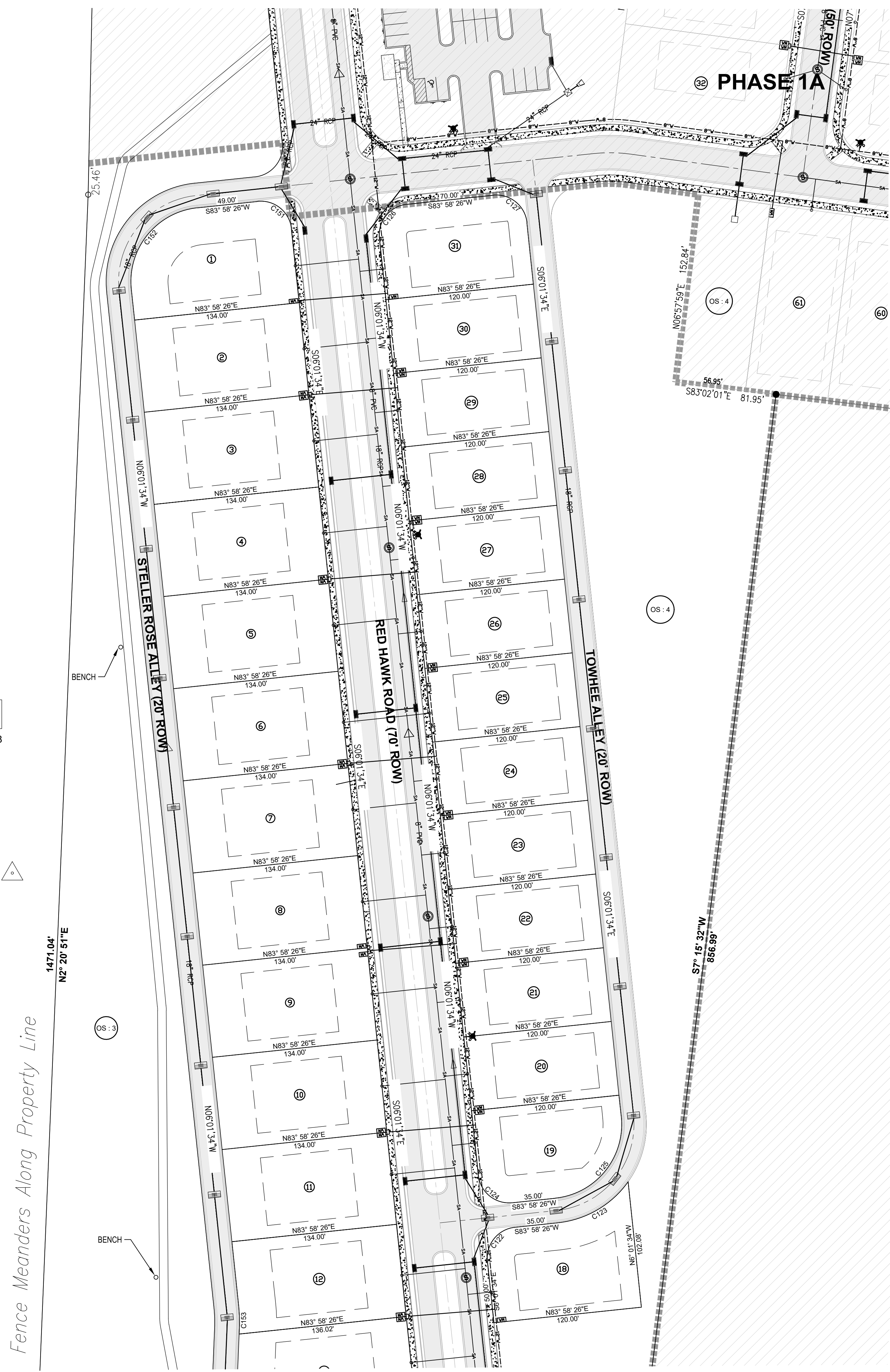
COVER SHEET



Parcel Area Table

PARCEL	SQ. FT.	ACRES
1	10483.31	0.24
2	10050.00	0.23
3	10050.00	0.23
4	10050.00	0.23
5	10050.00	0.23
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353	10160.60	0.23
354	10057.54	0.23
355	7115.87	0.16
356	5000.00	0.11

CMI Properties, LLC
 Tax Parcel: 072 053.00
 1622 Bear Creek Pike
 Deed Book R2704, Page 868
 Plat Book 18, Page 23
 R.O.M.C.



LEGEND

- STORM CATCH BASIN
- SET IRON PIN
- SET CONCRETE MONUMENT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED WATER VALVE
- PROPOSED STORM INLET
- PROPOSED SANITARY MANHOLE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- MINIMUM SETBACK LINE
- PROPERTY LINE
- SUBJECT PROPERTY BOUNDARY
- PROPOSED STORM SEWER SYSTEM
- PROPOSED WATERMAIN SYSTEM
- PROPOSED SANITARY SEWER SYSTEM
- PROPOSED 5' SIDEWALK

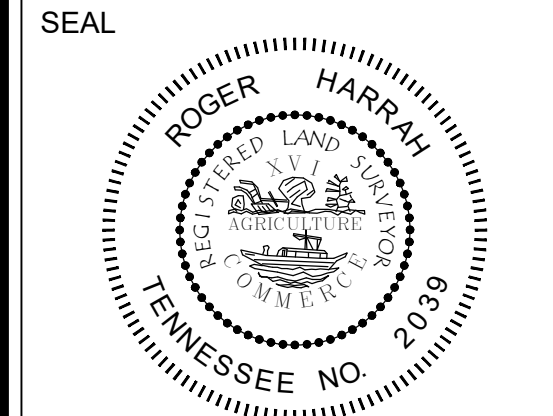
Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C120	39.27	25.00	90.00	S42° 39' 41" E	35.36
C121	39.27	25.00	90.00	S47° 20' 19" W	35.36
C122	39.27	25.00	90.00	S38° 58' 26" W	35.36
C123	67.84	80.00	48.59	S59° 40' 43" W	65.83
C124	39.27	25.00	90.00	N51° 01' 34" W	35.36
C125	94.25	60.00	90.00	S38° 58' 26" W	84.85
C126	39.27	25.00	90.00	S38° 58' 26" W	35.36
C127	39.27	25.00	90.00	N51° 01' 34" W	35.36
C151	39.27	25.00	90.00	S51° 01' 34" E	35.36
C152	94.25	60.00	90.00	N38° 58' 26" E	84.85
C153	21.91	128.29	9.78	N0° 43' 37" W	21.88
C154	39.27	25.00	90.00	N42° 39' 41" W	35.36
C155	39.27	25.00	90.00	S47° 20' 19" W	35.36
C156	24.82	170.00	8.36	S1° 50' 38" E	24.80
C202	446.10	284.00	90.00	S52° 41' 35" W	401.63
C203	446.11	284.00	90.00	N37° 18' 27" W	401.64

TWM
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KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974



SIGNATURE:
 DATE SIGNED:

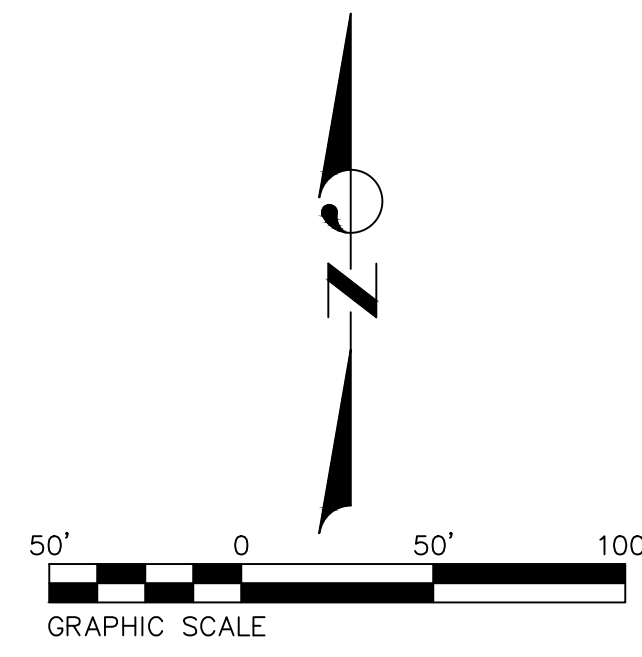
ISSUED FOR
 DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
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DRAWN BY:
 DESIGNED BY:
 CHECKED BY:
 APPROVED BY:
 PROJECT NO: 211205A

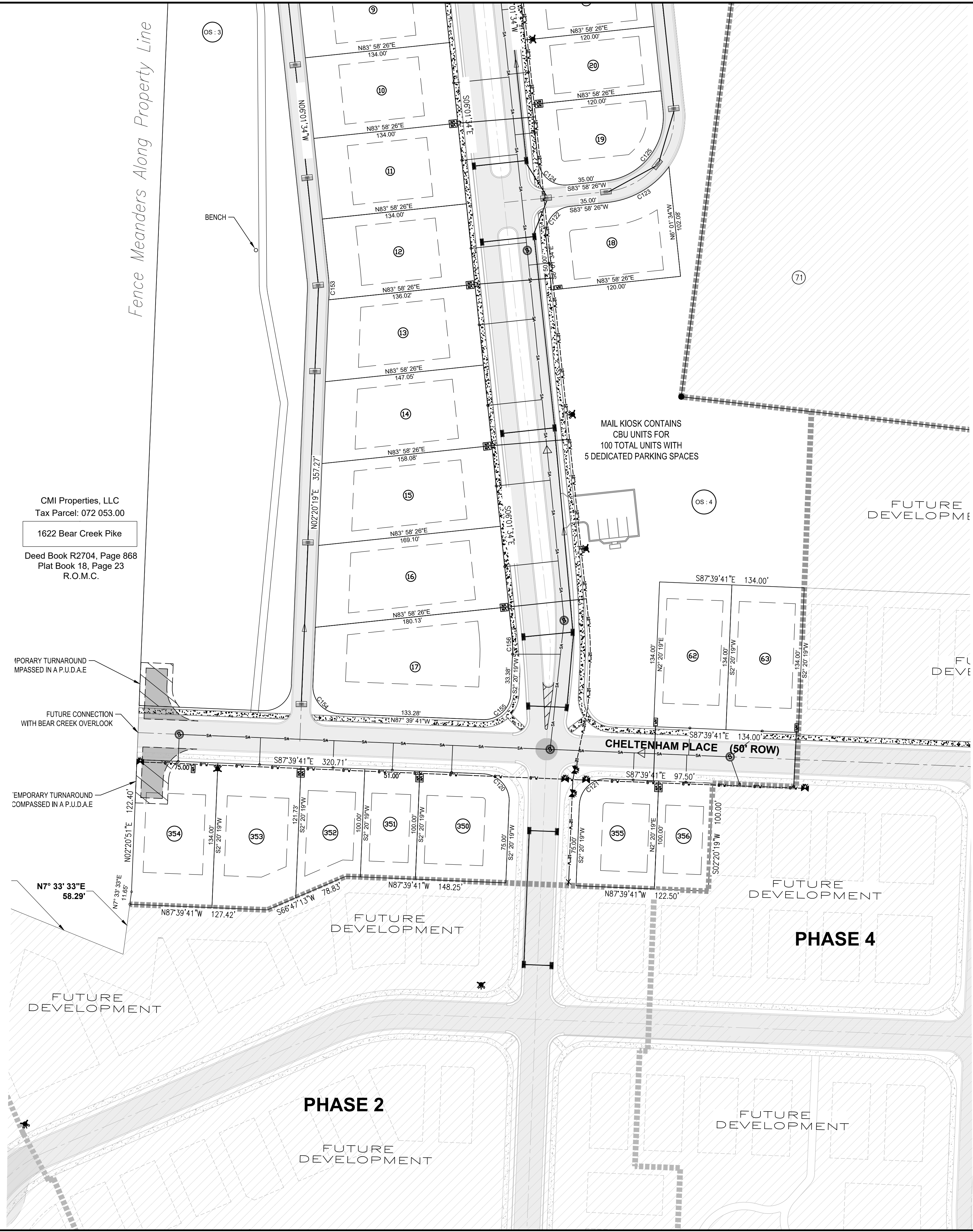
PROJECT:
 FINAL PLAT
 RESERVE AT HICKORY RIDGE
 CITY OF COLUMBIA
 MAURY COUNTY, TENNESSEE

TITLE:
 PHASE 1B-1



Parcel Area Table

PARCEL	SQ. FT.	ACRES
1	10483.31	0.24
2	10050.00	0.23
3	10050.00	0.23
4	10050.00	0.23
5	10050.00	0.23
6	10050.00	0.23
7	10050.00	0.23
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CMI Properties, LLC
Tax Parcel: 072 053.00
1622 Bear Creek Pike
Deed Book R2704, Page 868
Plat Book 18, Page 23
R.O.M.C.

IPORARY TURNAROUND
MPASSED IN A P.U.D.A.E
FUTURE CONNECTION
WITH BEAR CREEK OVERLOOK
EMPORARY TURNAROUND
COMPASSED IN A P.U.D.A.E

MAIL KIOSK CONTAINS
CBU UNITS FOR
100 TOTAL UNITS WITH
5 DEDICATED PARKING SPACES

LEGEND

- STORM CATCH BASIN
- SET IRON PIN
- SET CONCRETE MONUMENT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED WATER VALVE
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- PROPOSED 5' SIDEWALK

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Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C120	39.27	25.00	90.00	S42° 39' 41"E	35.36
C121	39.27	25.00	90.00	S47° 20' 19"W	35.36
C122	39.27	25.00	90.00	S38° 58' 26"W	35.36
C123	67.84	80.00	48.59	S59° 40' 43"W	65.83
C124	39.27	25.00	90.00	N51° 01' 34"W	35.36
C125	94.25	60.00	90.00	S38° 58' 26"W	84.85
C126	39.27	25.00	90.00	S38° 58' 26"W	35.36
C127	39.27	25.00	90.00	N51° 01' 34"W	35.36
C151	39.27	25.00	90.00	S51° 01' 34"E	35.36
C152	94.25	60.00	90.00	N38° 58' 26"E	84.85
C153	21.91	128.29	9.78	N0° 43' 37"W	21.88
C154	39.27	25.00	90.00	N42° 39' 41"W	35.36
C155	39.27	25.00	90.00	S47° 20' 19"W	35.36
C156	24.82	170.00	8.36	S1° 50' 38"E	24.80
C202	446.10	284.00	90.00	S52° 41' 35"W	401.63
C203	446.11	284.00	90.00	N37° 18' 27"W	401.64

TWM
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

SEAL

SIGNATURE:
DATE SIGNED:

ISSUED FOR
DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

DRAWN BY:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
PROJECT NO: D01211303A

PROJECT:

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

TITLE:

PHASE 1B-2

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

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

**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 1B

Recorded by deed in the Register of Deeds Office of Maury County in Deed Book _____, Page(s) _____.

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ hereinafter referred to as the "OWNER(S)" of the following property and City of Columbia, Tennessee, hereinafter referred to as the "CITY",

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

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

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

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

ATTEST BY OWNER(S):

Print Name _____ Owner _____
Title _____ Address _____
Signature _____ City, State ZIP _____

STATE OF _____
COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared _____, 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 _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

CITY OF COLUMBIA, TENNESSEE
ENGINEERING DEPARTMENT

APPROVED BY : _____

STATE OF TENNESSEE
COUNTY OF MAURY

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

Witness my hand this the _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____



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 1B
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 40 housing lots for the Reserve at Hickory Ridge Phase 1B development in Columbia, Maury County, Tennessee. This post construction long term maintenance plan addresses the development which consists of 20.095 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. 3976 LF OF 18" pipe, 51 LF of 24" pipe, and 46 storm inlets.

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.



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

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

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?)	A/S			
Headwalls and Endwalls				
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			
Check for erosion or scouring around headwalls inlets and repair	A/S			
Evidence of staining?	A/S			
If flowing water is present does it appear to contain anything other than stormwater? I.e. Discoloration, odors, sheens, etc? Note location and describe.	A/S			
Hazards				
Have there been complaints from residents?	A/S			

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) _____



ARCHITECTURE
INTERIORS
CIVIL SITE

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

October 20, 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,

Mathew McKendree
Owners Signature (Oct 20, 2025 14:28:49 CDT)

Mathew McKendree for D.R. Horton, Inc.

Owners Printed Name

September 15th, 2025

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

Project: Reserve at Hickory Ridge Phase 1B

Subject: Final Plat at 1690 Bear Creek Pike.

Staff,

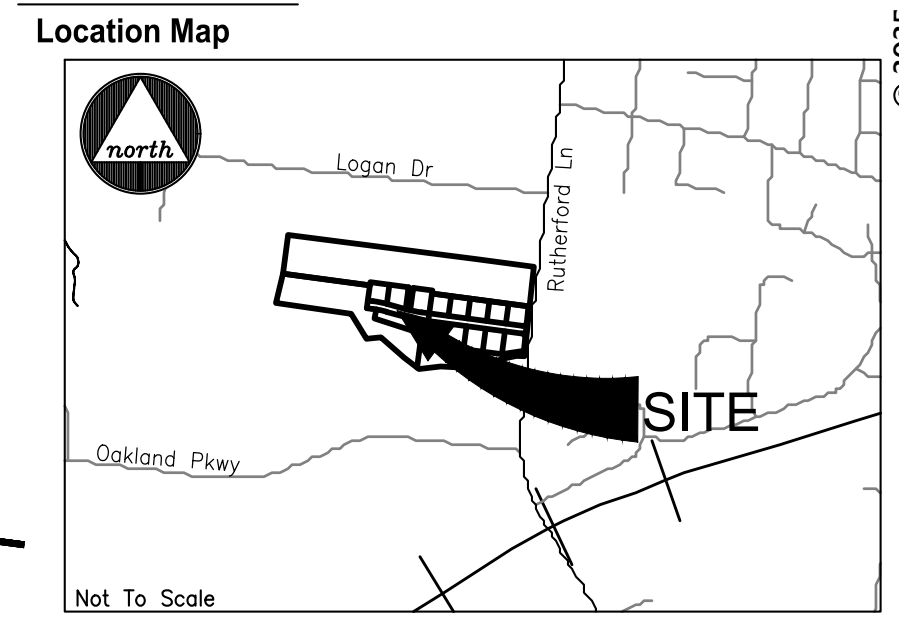
We are submitting a Final Plat for the Reserve at Hickory Ridge Phase 1B at 1690 Bear Creek Pike in Columbia, TN 38401 (Map 072, Parcel 0.66.00, & Map 093, Parcel 003.00). This submittal follows the City's zoning ordinance and subdivision regulations. The Final Plat proposes 40 single-family residential lots. The total site is +/- 20.1 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

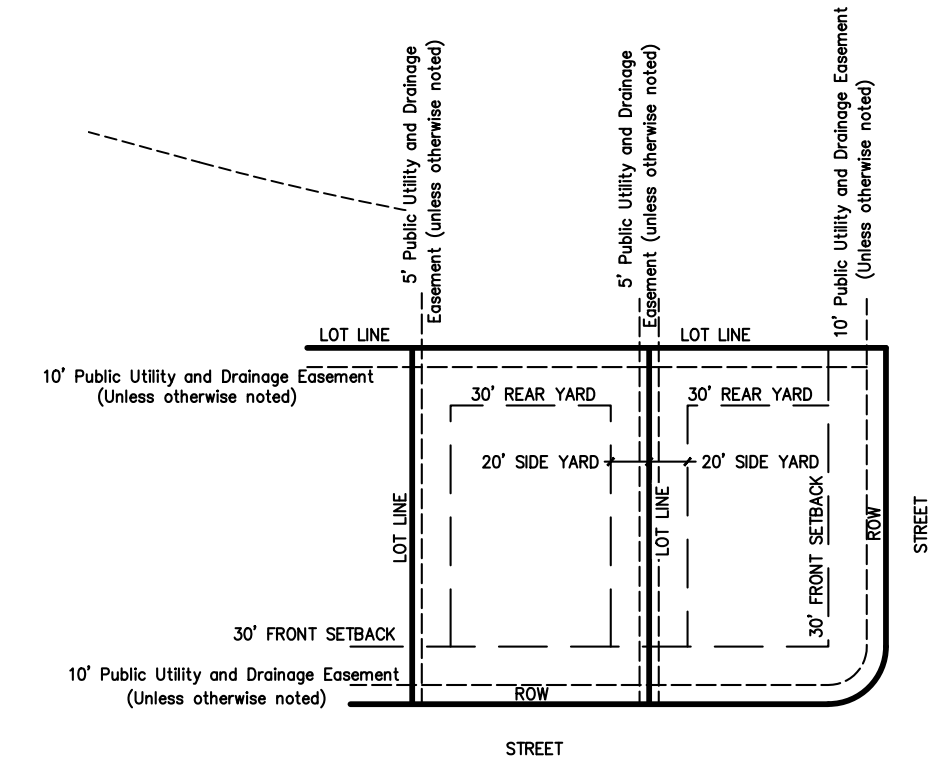


CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	775.00'	104.19'	104.11'	N 78°35'29" W	7°42'09"
C2	725.00'	68.33'	68.31'	N 77°26'25" W	5°24'01"
C3	725.00'	29.13'	29.13'	N 81°17'30" W	2°18'08"
C4	775.00'	92.94'	92.88'	S 79°00'27" E	6°52'14"
C5	775.00'	11.25'	11.25'	S 75°09'22" E	0°49'54"
C6	725.00'	22.25'	22.25'	S 75°37'10" E	1°45'31"
C7	725.00'	75.21'	75.18'	S 79°28'15" E	5°56'38"

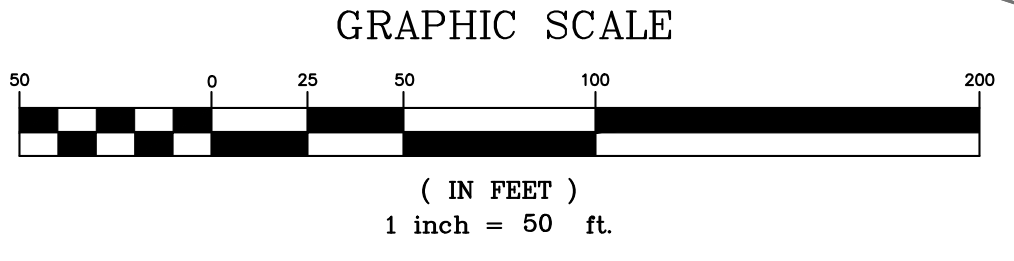
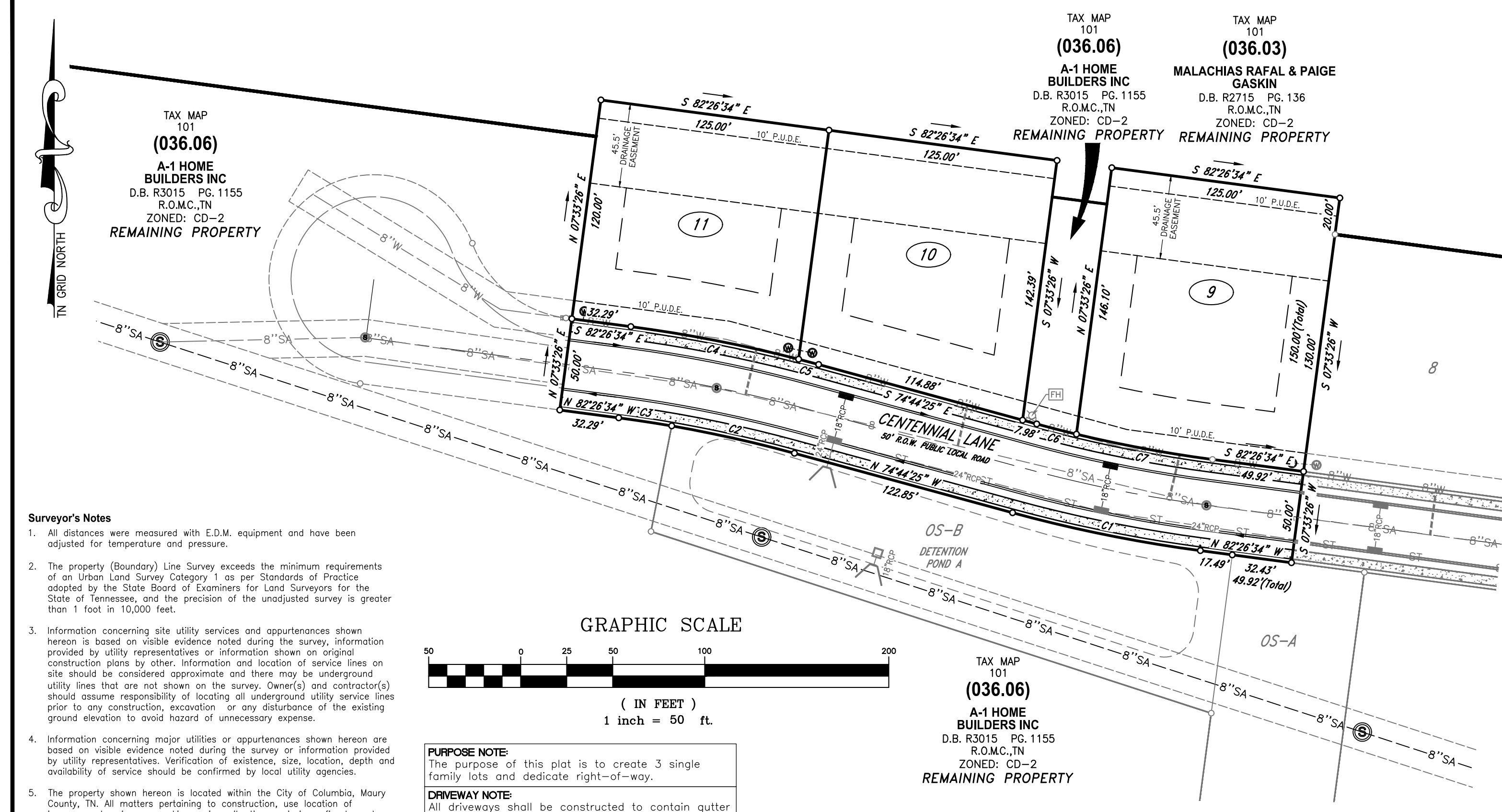
AREA TABLE

LOT	SQ. FT.	ACRES
9	18,652.6	0.43
10	16,742.3	0.38
11	15,171.8	0.35



**SUBDIVISION
 TYPICAL LOT LAYOUT
 (NOT TO SCALE)**

Register of Deed Recording Stamp



PURPOSE NOTE:
 The purpose of this plat is to create 3 single family lots and dedicate right-of-way.

DRIVEWAY NOTE:
 All driveways shall be constructed to contain gutter flow within the street and right-of-way, particularly lots that do not have a sidewalk.

STORMWATER MANAGEMENT AGREEMENT:
 RECORDED: 08-18-2025
 DEED BOOK: R3090 PAGE: 556-561

PARCEL NUMBER:
 TAX MAP 101, PARCEL 036.03

DEED BOOK:
 R2715, PAGE 136

PARCEL ADDRESS:
 413 RUTHERFORD LANE
 COLUMBIA, TN 38401

PROPERTY OWNER:
 MALACHIAS RAFAL & PAIGE GASKIN
 413 RUTHERFORD LANE
 COLUMBIA, TN 38401

PARCEL NUMBER:
 TAX MAP 101, PARCEL 036.06

DEED BOOK:
 R3015, PAGE 1155

PARCEL ADDRESS:
 415 RUTHERFORD LANE
 COLUMBIA, TN 38401

PROPERTY OWNER:
 A-1 HOME BUILDERS
 2020 FIELDSTONE PKWY
 SUITE 900-220
 FRANKLIN, TN 37069

EXISTING ZONING:
 CD-2

BUILDING SETBACKS:
 FRONT - 30' (MINOR)
 SIDE - 20'
 REAR - 30'

ACREAGE OF PARCEL:
 ±1.63 ACRES - ±70,902 S.F. - PHASE 1B
 ±13.50 ACRES - ±588,080 S.F. - REMAINING PROPERTY
 ±15.13 ACRES TOTAL
 ±0.46 ACRES - ±20,335 S.F. - R.O.W. DEDICATION

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

Book Number R3015, Page 1155

Date _____ A-1 HOME BUILDERS INC

Book Number R3015, Page 1155

Date _____ MALACHIAS RAFAL GASKIN

Date _____ PAIGE GASKIN

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

I hereby certify that the streets, drainage, and utilities designated in Woodward Estates, Phase 1B have been installed in accordance with City Specifications, or a performance surety in the amount of \$_____ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date _____ City Engineer
 Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME AND STREET NAMES

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

Date _____ Maury County E-911
 Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the 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 has been filed to guarantee said installation.

Date _____ Director of Wastewater Department
 Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I, (we) hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled Woodward Estates, Phase 1B has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Date _____ Columbia Power & Water Systems
 Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

Date _____ City Engineer
 Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

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

Date _____ Secretary, Planning Commission
 Columbia, Tennessee

SURVEYOR'S CERTIFICATION (TENNESSEE)

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

Date 10/20/25 Allen B. O'Leary TN RLS #1987
 Number

- Surveyor's Notes**
- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
 - The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
 - Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
 - Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
 - The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
 - The area of the parcels as shown hereon.
 - This property currently identified as Tax Map No. 101, Parcel No. 036.03 & 036.06, Maury County. For designation shown thus () indicates Parcel Numbers for said map.
 - Plat reference: N/A
 - Deed reference: Book R3015, Page 1155, Book R2715, Page 136
 - Bearings based on: Tennessee State Plane, NAD 83.
 - This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
 - This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
 - This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
 - The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
 - The certification is not an expressed or implied warranty or guarantee.
 - This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0280E, dated April 16, 2007, and shown hereon graphically.
 - All public utility and drainage easements located on proposed lots are to be maintained by the individual property owner for said lot.
 - All property corners are ½" rebar with cap reading "WES 1987" unless otherwise noted.

Legend

● EIP ● IPS ● MAG	● Iron Rod/Pipe Found ● Iron Rod Set ● Concrete Monument Existing ● Mag Nail ● Fence Post ● T-Post ● Bench Mark ● Stake Found	● Fire Hydrant ● Water Meter ● Water Valve ● Water Reducer ● Post Indicator Valve ● Clean Out ● Sanitary Sewer Manhole ● Storm Sewer Manhole ● Curb Inlet ● Catch Basin	● Area Drain ● Cable Manhole ● Electric Manhole ● Telephone Manhole ● Water Manhole ● Electric Meter ● Electric Riser ● Cable Riser ● Telephone Riser ● Gas Meter	● Gas Valve ● Light Pole ● Power Pole ● Telephone Pole ● Guy Pole ● Electric Meter ● Guy Wire ● Flag Pole ● Sign	● Handicap Parking ● Bollard ● Water Spigot ● Mailbox ● Evergreen Tree ● Deciduous Tree ● Bush
---	--- Adjoining Property Line --- Subject Property Line --- Easement Line --- Building Setback Line --- Centerline --- Edge of Pavement --- Edge of Gravel --- Fence Line --- Landscape --- Woods / Tree line	---	--- Ditch / Creek Centerline --- Minor Contour Line --- Index Contour Line --- Gas Line --- Sanitary Sewer Line --- Water Line --- Storm Sewer Line --- Overhead Utility Line --- Overhead Cable Line	---	--- Overhead Electric Line --- Overhead Telephone Line --- Underground Utility Line --- Underground Cable Line --- Underground Electric Line --- Underground Telephone Line --- Forced Main Line

Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

B1 General Conditions

B1.1 Construction Costs

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

B1.2 City Ordinances, Rules and Regulations

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

B1.3 Fees

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

B1.4 Inspection

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

B1.5 Right of Entry

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

B1.6 Easements

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

B1.7 Stormwater Maintenance Agreement

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

B1.8 Attorney Fees and Other Expenses

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

B1.9 Agreement Not Assignable

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

B1.10 Revocation and Interpretation

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

B1.11 No Oral Agreement

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

B1.12 Separability

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

B 1.13 Transferability

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

B1.14 Indemnity

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

B1.15 Binding Effect

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

B1.16 Entire Agreement

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

B1.17 Headings

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

B2 Performance Surety

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

B3 Construction

B3.1 Construction Plans

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

B3.2 Commencement of Construction

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

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

B3.3 Site Grading

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

B3.4 Storm Water Management Systems

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

B3.5 Street Construction

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

B3.6 Time Period for Construction

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

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

B3.7 Off-Site Improvements

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

B3.9 Inspection and Compliance

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

B3.10 Testing

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

B3.11 Scrap Removal

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

B3.12 Traffic Control

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

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

B3.13 Temporary Facilities

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

B4 Acceptance of Improvements

B4.1 Completion of Improvements

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

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

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

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

B4.3 Acceptance of Facilities

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

B4.4 Failure to Install

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

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

PROJECT	
<p>Completed by the Developer</p> <p><u>A-1 Home Builders, Inc.</u> DEVELOPER NAME</p> <p><u>Brandon Robertson</u> AUTHORIZED AGENT NAME</p> <p><u>[Signature]</u> SIGNATURE</p> <p><u>10/31/25</u> DATE</p> <p><u>2020 Fieldstone Pkwy</u> STREET <u>Ste. 900-220</u> <u>Franklin, TN 37069</u> CITY, STATE, ZIP</p> <p><u>(770) 231-9917</u> PHONE</p> <p><u>Brandon.Robertson</u> EMAIL</p> <p>Attest</p> <p><u>Nick Robertson</u> ATTEST NAME</p> <p><u>[Signature]</u> ATTEST SIGNATURE</p> <p><u>10/31/25</u> DATE</p>	<p>Completed by the City</p> <p>_____ CITY ENGINEER</p> <p>_____ SIGNATURE</p> <p>_____ DATE</p> <p>Attest</p> <p>_____ ATTEST NAME</p> <p>_____ ATTEST SIGNATURE</p> <p>_____ DATE</p>



October 20, 2025

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

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

On behalf of A-1 Home Builders Inc and Malachias Rafal & Paige Gaskin, the owners of these 3 proposed single family lots, **WES Engineers & Surveyors** would like to submit this Final Plat to the City of Columbia for Planning Commission approval.

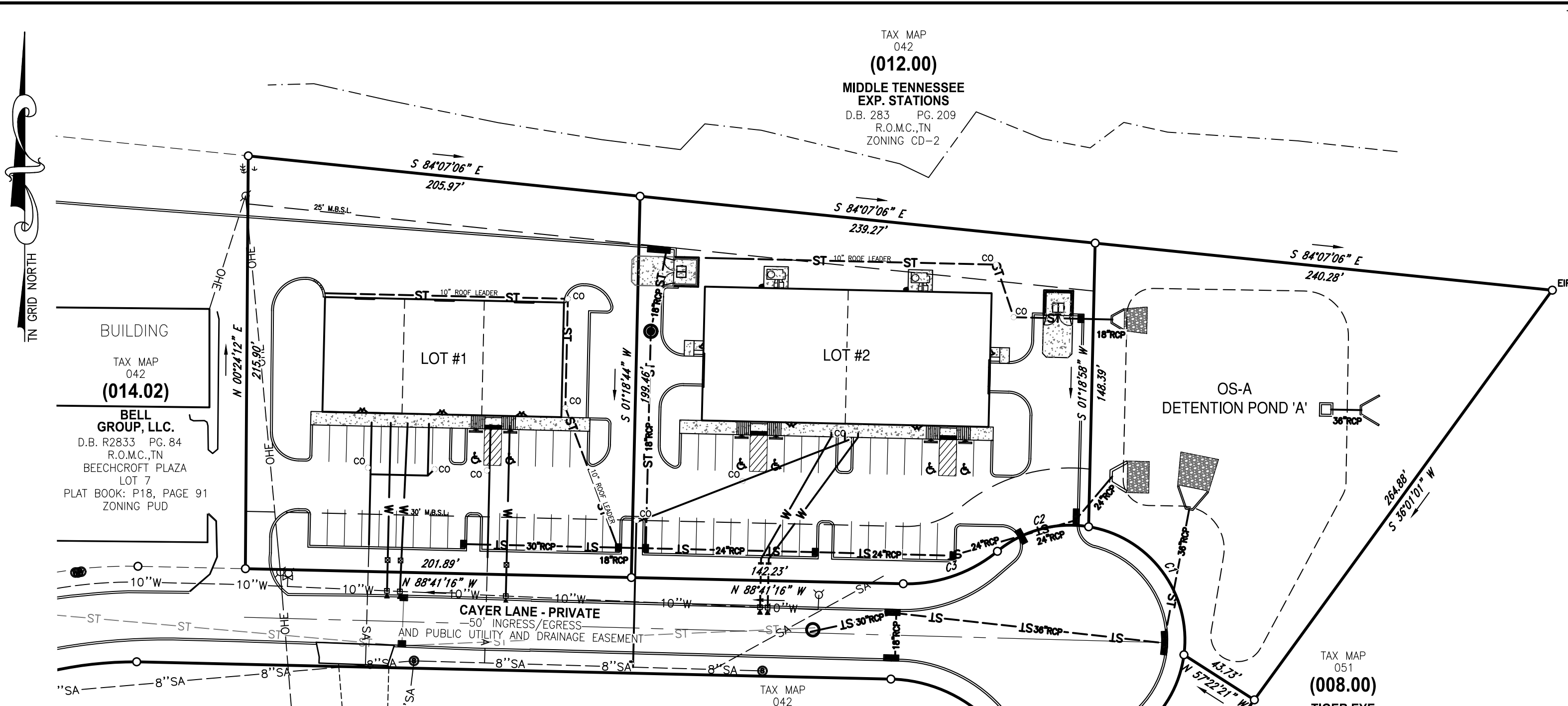
If you have any questions or comments with this submittal, please do not hesitate to contact me directly.

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 'y' at the end.

Allen B. O'Leary, RLS
Principal



PARCEL NUMBER:
TAX MAP 042, PARCEL 014.00

DEED BOOK:
R2833, PAGE 86

PARCEL ADDRESS:
CAYER LANE
COLUMBIA, TN 38401

EXISTING ZONING:
PUD

BUILDING SETBACKS:
FRONT - 30'
SIDE - 10'
REAR - 25'

ACREAGE OF PARCEL:
SUBJECT - ±2.75 ACRES
REMAINING - ±3.55 ACRES
TOTAL - ±6.30 ACRES

PROPERTY OWNER:
BELL GROUP LLC
5016 CENTENNIAL BLVD
STE 200
NASHVILLE, TN 37209

AREA TABLE

LOT	SQ. FT.	ACRES
1	142,268.4	0.97
2	43,655.8	1.00
OS-A	33,779.3	0.78

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	92.29'	83.46'	N 36°39'59" W	88°07'50"
C2	60.00'	50.91'	49.40'	S 74°57'33" W	48°37'07"
C3	75.00'	53.23'	52.12'	S 70°58'52" W	40°39'45"

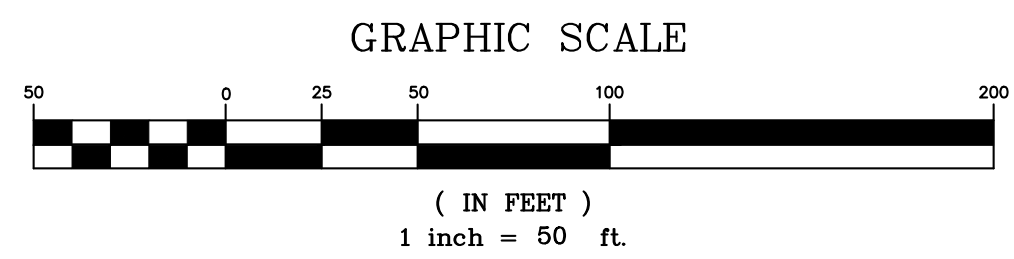
PURPOSE NOTE:
The purpose of this plat is to create 2 commercial lots, one open space, and remaining property.

DRIVEWAY NOTE:
All driveways shall be constructed to contain gutter flow within the street and right-of-way, particularly lots that do not have a sidewalk.

STORMWATER MANAGEMENT AGREEMENT:
RECORDED: _____ PAGE: _____

TAX MAP 042
(014.00)
BELL GROUP LLC
D.B. R2833 PG. 86
R.O.M.C., TN
ZONING PUD
REMAINING PROPERTY
±3.55 ACRES

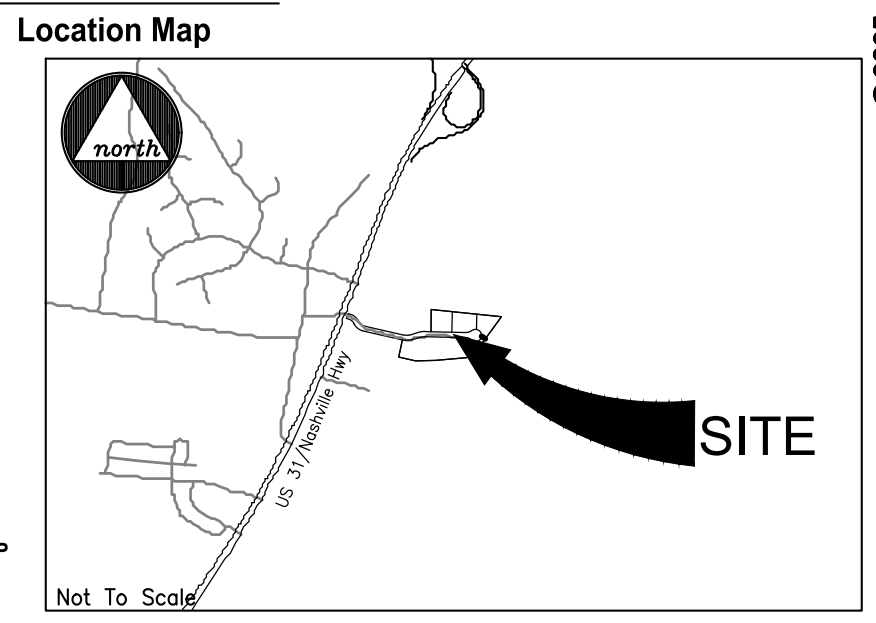
TAX MAP 051
(008.00)
TIGER EYE INVESTMENT TRUST
D.B. R2352 PG. 1427
R.O.M.C., TN



- Surveyor's Notes**
- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure.
 - The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category 1 as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
 - Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
 - Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
 - The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to the City of Columbia's Zoning Regulation as interpreted and regulated by the Department of Planning and Codes.
 - The area of the parcels as shown hereon.
 - This property currently identified as Tax Map No. 042, Parcel No. 014.00, Maury County. For designation shown thus () indicates Parcel Numbers for said map.
 - Plat reference: N/A
 - Deed reference: Book R2833, Page 86
 - Bearings based on: Tennessee State Plane, Fipzone 4100.
 - This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
 - This survey was prepared from current deeds of record and does not represent a title search or a guarantee of title, and is subject to any state of facts a current and accurate search may reveal.
 - This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certification does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
 - The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
 - The certification is not an expressed or implied warranty or guarantee.
 - This property is not located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47117C0180E, dated April 16, 2007, and shown hereon graphically.

Legend

- EIP Iron Rod Found
- Iron Rod Set
- I.P.F. Iron Pipe Found
- AXLE Axle Found
- Fence Post
- Concrete Monument Existing
- P.K.F. PK Nail Found
- P.K.S. PK Nail Set
- R.R.S. Railroad Spike Found
- R.R.S.S. Railroad Spike Set
- Bench Mark
- Stake Found
- Fire Hydrant
- Water Meter
- Water Valve
- Water Reducer
- Clean Out
- Sanitary Sewer Manhole
- Storm Sewer Manhole
- Catch Basin
- Curb Inlet
- Storm Pipe
- Cable Manhole
- Electric Manhole
- Telephone Manhole
- Water Manhole
- Electric Meter
- Cable Riser
- Electric Riser
- Telephone Riser
- Guy Wire
- Gas Meter
- Gas Valve
- Light Pole
- Power Pole
- Telephone Pole
- Guy Pole
- Power Pole
- Flag Pole
- Guy Wire
- Mailbox
- Parking Block
- Satellite Dish
- Handicap Parking
- Water Spigot
- Bollard
- Evergreen Tree
- Deciduous Tree
- Bush
- Sign
- Adjoining Property Line
- Subject Property Line
- Easement Line
- Building Setback Line
- Centerline
- Edge of Pavement
- Edge of Gravel
- Fence Line
- Landscape
- Woods / Tree line
- Edge of Water
- Ditch / Creek Centerline
- Minor Contour Line
- Index Contour Line
- Gas Line
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Overhead Utility Line
- Overhead Cable Line
- OHE Overhead Electric Line
- OHT Overhead Telephone Line
- UG Undergound Utility Line
- UCG Undergound Cable Line
- UGE Undergound Electric Line
- UGT Undergound Telephone Line
- FM Forced Main Line



CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2833, Page 86, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Date _____ Bell Group LLC

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

I hereby certify that the streets, drainage, and utilities designated in Flex Use Buildings have been installed in accordance with City Specifications, or a performance surety in the amount of \$ _____ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date _____ City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME AND STREET NAMES

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

Date _____ Maury County E-911
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the 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 has been filed to guarantee said installation.

Date _____ Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

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

Date _____ Columbia Power & Water Systems
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

Date _____ City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

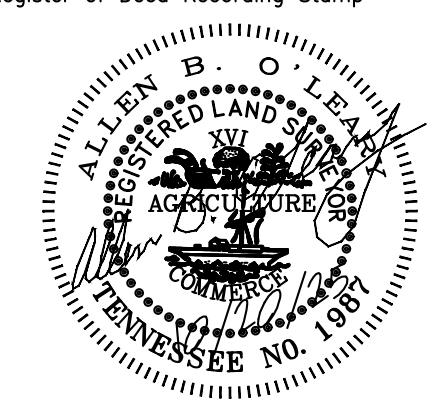
I hereby certify that the subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County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

Date _____ Secretary, Planning Commission
Columbia, Tennessee

SURVEYOR'S CERTIFICATION (TENNESSEE)

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

Date 10/20/25 *Allen B. O'Leary* TN RLS #1987
Allen B. O'Leary Number



Register of Deed Recording Stamp

Improvement Note:
The roadway as shown hereon has been built per the approved plan. The buildings as shown hereon are for informational purposes and have not been constructed at this time.

OPEN SPACE NOTE:
ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAT. ALL OPEN SPACE AREA IS CONSIDERED A PUBLIC UTILITY, AND DRAINAGE EASEMENT.

© 2025
WES A ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2488 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE (631) 388-2329
www.wesengineers.com

Client: BELL GROUP LLC
5016 CENTENNIAL BLVD
SUITE 200
NASHVILLE, TN 37209

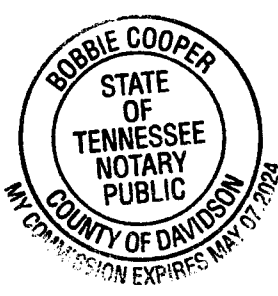
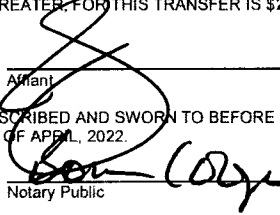
FINAL PLAT
CAYER LANE - FLEX USE LOTS
CAYER LANE, COLUMBIA, TN

DATE	REVISIONS

Drawn: EB
Checked: AG
Approved: AG
Date: 10/20/25

Sub. No. 16583-21
Scale: Vertical: Horizontal: 1"=50'

1 of 1

<p>WARRANTY DEED</p> 	<p>STATE OF TENNESSEE COUNTY OF MAURY</p> <p>THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$2,000,000.00.</p> <p>_____ Affiant</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6TH DAY OF APRIL, 2022.</p> <p> Notary Public</p> <p>MY COMMISSION EXPIRES: _____ (AFFIX SEAL)</p>
---	---

THIS INSTRUMENT WAS PREPARED BY
Jackie Rudolph,
Homeland Title, LLC,
1896 General George Patton Drive, Suite 200, Franklin, TN 37067

File No.: ST22-030579		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.(S)
Bell Group, LLC (NAME)	XXXXXXXX SAME AS (NAME)	
5133 Harding Pike, #B3 (ADDRESS)	(ADDRESS)	042-014.0010
Nashville, TN 37205 (CITY) (STATE) (ZIP)	NEW OWNER (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **CHARLES RAINES AND PHIL B. CAYER**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **BELL GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN MAURY COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SITUATE in the THIRD (3RD) Civil District of Maury County, Tennessee, East of and adjacent to U.S. Highway 31, and being more particularly described as follows:

Beginning at an iron pin set in the East R.O.W. of U.S. Highway 31, said iron pin being the Northwest corner of Dino Roberts Homes as recorded in Deed Book R1424, Page 104, ROMCT and being the Southwest corner of the tract being described; thence leaving Dino Roberts Homes with said East R.O.W. North 17 degrees, 41 minutes, 57 seconds East 322.05 feet to an iron pin set, said iron pin being in the South margin of Mud Lane, said iron pin being the Northwest corner of the tract being described; thence leaving said East R.O.W. with said South margin of Mud Lane and a fence North 79 degrees, 35 minutes, 27 seconds East 418.80 feet to an iron pin set, North 77 degrees, 11 minutes, 29 seconds East 50.19 feet to a 24" hackberry tree, South 87 degrees, 30 minutes, 28 seconds East 1023.64 feet to an iron pin found, said iron pin being the Northern most Northwest corner of Robert Wright as recorded in Deed Book 1169, Page 30, ROMCT, and being the Northeast corner of the tract being described; thence leaving said South margin of Mud Lane with Wright and continuing with said fence South 32 degrees, 37 minutes, 39 seconds West 453.50 feet to an iron pin found, South 62 degrees, 40 minutes, 58 seconds West 78.51 feet to an iron in found, South 81 degrees, 38 minutes, 40 seconds West 303.81 feet to an iron pin found, said iron pin being the Westernmost Northwest corner of Wright and the Northeast corner of said Dino Roberts Homes; thence leaving Wright with said Dino Roberts Homes and continuing with said fence South 85 degrees, 14 minutes, 00 seconds West 193.10 feet to a fence post, North 80 degrees, 32 minutes, 03 seconds West, passing an iron pin found at 426.56 feet, in all 784.82 feet to the point of beginning and containing 14.26 acres as surveyed by Kenneth Carroll, R.L.S., Tennessee License Number 1335, April, 2000.

Exclusions in Book R2036, Page 979, Book R2041, Page 1004 and Book R2376, Page 406, Register's Office of Maury County, Tennessee.

Being part of the same property conveyed to Charles Raines and Phil B. Cayer, as tenants in common by Warranty Deed dated 06/27/2001 from Mary Brown Clark (formerly known as Mary Alice Fox) of record in Book R1548, Page 358, Register's Office for Maury County, Tennessee.

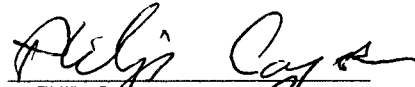

Phillip Cayer and Phil B. Cayer are one and the same person.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, (5) other matters of public record, (6) Current years property taxes, that have been prorated between Grantor and Grantee, and subsequent years taxes, a lien not yet ascertainable, due or payable.

unimproved This is improved property, known as 0 Cayer Lane Columbia, TN 38401
(House No.) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

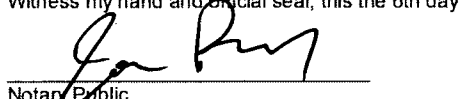
Witness my/our hand(s) this the 6th day of April, 2022

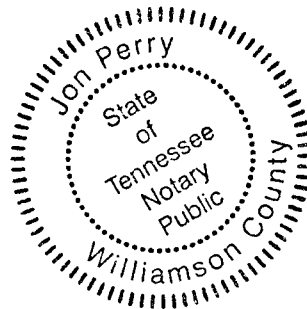

 Phillip Cayer

 Charles Raines

STATE OF TENNESSEE
 COUNTY OF MAURY

Personally appeared before me, the undersigned authority, a Notary Public for said County and State, Phillip Cayer and Charles Raines the within named bargainors, with whom I am personally acquainted (or proved to my on the basis of satisfactory evidence), and who acknowledged that such persons executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 6th day of April, 2022.

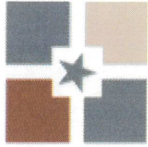

 Notary Public
 My Commission Expires: 9-27-23
 (SEAL)



**BK/PG: R2833/86-87
 22007255**

2 PGS:AL-WARRANTY DEED	
BECKY BATCH: 275065	04/11/2022 - 09:05 AM
VALUE	2000000.00
MORTGAGE TAX	0.00
TRANSFER TAX	7400.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	7413.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
 REGISTER OF DEEDS



Preliminary Plat, Site Development Plan, and PUD Checklist

Development: Cayer Lane - Flex Lots

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
- n/a Proposed phasing and timetable for all phases of development
- n/a 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.
- n/a Typical lot layout depicting proposed setbacks, yards, and easements, where applicable

Structures

- Location and approximate dimensions of all existing and proposed structures.
- n/a 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
- n/a Location, type, and size of proposed signs
- n/a Approximate height, bulk, and the utilization of structures including activities and the number of living units.



Grading, Drainage, and Storm

- n/a Existing conditions and contours at vertical intervals of not more than two (2) feet
- n/a 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
- n/a 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.
- n/a 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
- n/a Proposed improvements as identified in the Traffic Impact Study, as required
- n/a Existing and proposed sidewalks, trails, and other pedestrian elements
 - Existing and proposed on-street and off-street parking and loading areas
- n/a Summary of all provided and required parking

Landscaping, Open Space, and Amenities

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

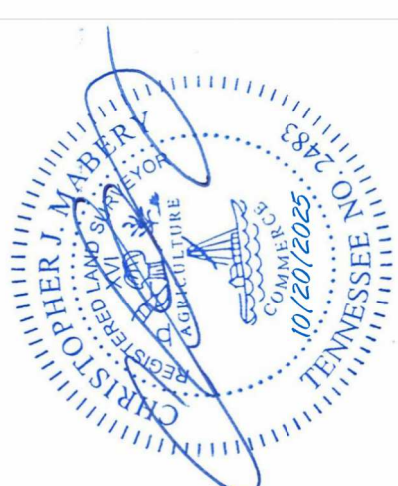
If the application is deemed incomplete by the Zoning Administrator, a written request shall be made within ten days after the original submittal, for further information. In such case the application shall be held in abeyance until deemed complete for final review. No plan shall be formally presented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

Checklist Completed By:

Allen O'Leary
Print Name

Allen O'Leary
Signature

10/20/25
Date



BEAR SPRINGS PHASE 2A

MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: 1"=50'
Date: 2025.10.20
Approved By: JFV
Revisions:

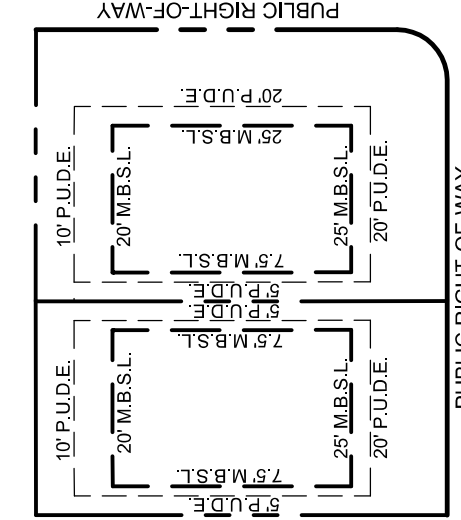
Drawing Title: **PRELIMINARY PLAT**

Drawing No. **P2.0**
Project No. **21-0311**

CURVE	LENGTH	RADIUS	DELTA	CHD BRG	CHORD	TANGENT
C1	414.75	732.50	32.2631°	N80°35'45"E	409.24'	213.10
C2	86.24	60.00	82°21'06"	S74°28'49"E	79.00'	52.48
C3	39.71	25.00	91°00'55"	S12°12'13"W	35.67'	25.45
C4	39.27	25.00	90°00'00"	S78°18'15"E	35.36'	25.00
C5	37.38	25.00	9°31'11"	S28°32'39"E	37.34'	18.74
C6	37.42	25.00	85°45'07"	S10°05'30"W	34.02'	23.21
C7	140.26	650.00	12°21'46"	S85°37'03"W	139.89'	70.40
C8	229.06	775.14	16°55'54"	S68°04'19"W	228.23'	115.37
C9	35.95	775.14	2°39'25"	N88°48'04"E	35.94'	17.88
C10	48.56	775.14	3°39'22"	N62°02'29"E	48.56'	24.28
C11	42.07	775.14	3°08'34"	N65°22'26"E	42.06'	21.04
C12	102.49	775.14	7°34'32"	N70°44'59"E	102.41'	51.32
C13	37.70	25.00	85°24'30"	S31°20'53"W	34.23'	23.48
C14	158.69	150.00	51°55'52"	S14°05'40"W	151.34'	73.04
C15	28.37	150.00	10°50'07"	N68°27'00"W	28.32'	14.23
C16	18.73	150.00	7°09'10"	N02°32'31"E	18.71'	9.38
C17	38.68	150.00	14°46'27"	N13°39'19"E	38.57'	19.45
C18	38.68	150.00	14°46'27"	N28°19'46"E	38.57'	19.45
C19	11.50	150.00	4°23'31"	N37°54'45"E	11.50'	5.75
C20	419.75	275.00	87°27'12"	S83°47'07"W	380.17'	253.04
C21	8.57	275.00	1°47'05"	N40°57'03"E	8.57'	4.28
C22	43.13	275.00	8°59'08"	N46°30'10"E	43.08'	21.61
C23	43.13	275.00	8°59'08"	N51°01'19"E	43.08'	21.61
C24	41.29	275.00	8°39'09"	N41°06'56"E	41.25'	20.68
C25	41.29	275.00	8°39'09"	N72°43'05"E	41.25'	20.68
C26	43.13	275.00	8°59'08"	N81°04'44"E	43.08'	21.61
C27	43.13	275.00	8°59'08"	S89°30'06"E	43.08'	21.61
C28	41.29	275.00	8°39'09"	S80°42'30"E	41.25'	20.68
C29	41.29	275.00	8°39'09"	S72°08'21"E	41.25'	20.68
C30	73.51	275.00	15°19'00"	S60°08'47"E	73.30'	36.98
C31	158.67	150.00	59°27'46"	N22°42'24"W	148.78'	85.67
C32	97.06	150.00	37°04'27"	S33°37'04"E	95.38'	50.30
C33	38.68	150.00	14°46'27"	S08°01'37"E	38.57'	19.45
C34	18.95	150.00	7°39'52"	S03°10'03"W	18.92'	9.88
C35	231.47	150.00	89°24'48"	N51°03'53"E	208.17'	145.00
C36	23.85	150.00	9°08'41"	S11°31'48"W	23.83'	11.95
C37	38.68	150.00	14°46'27"	S29°28'23"W	38.57'	19.45
C38	38.68	150.00	14°46'27"	S38°14'56"W	38.57'	19.45
C39	38.68	150.00	14°46'27"	S31°01'17"W	38.57'	19.45
C40	38.68	150.00	14°46'27"	S67°47'43"W	38.57'	19.45
C41	38.68	150.00	14°46'27"	S82°34'19"W	38.57'	19.45
C42	14.22	150.00	5°29'53"	N87°19'44"W	14.21'	7.12
C43	476.75	725.00	37°40'36"	N76°52'58"E	468.20'	247.35
C44	8.77	725.00	0°41'35"	N64°54'31"W	8.77'	4.39
C45	52.63	725.00	4°09'34"	N87°20'36"W	52.62'	26.33
C46	52.63	725.00	4°09'34"	S88°27'20"W	52.62'	26.33
C47	52.63	725.00	4°09'34"	S84°17'46"W	52.62'	26.33
C48	52.63	725.00	4°09'34"	S80°08'12"W	52.62'	26.33
C49	52.63	725.00	4°09'34"	S75°58'38"W	52.62'	26.33
C50	52.63	725.00	4°09'34"	S71°49'04"W	52.62'	26.33
C51	52.63	725.00	4°09'34"	S67°39'25"W	52.62'	26.33
C52	52.63	725.00	4°09'34"	S63°29'55"W	52.62'	26.33
C53	46.82	725.00	3°42'28"	S59°33'54"W	46.91'	23.47
C54	16.53	25.00	37°53'07"	S39°48'07"W	16.23'	8.88
C55	23.18	25.00	53°07'46"	S35°42'21"E	22.36'	12.50
C56	37.71	25.00	89°25'00"	N5°04'42"W	34.23'	23.48
C57	90.63	100.00	51°55'42"	N14°09'40"E	87.56'	48.70
C58	55.15	100.00	31°39'02"	S03°55'49"W	54.46'	28.39
C59	34.43	100.00	20°19'40"	S29°53'41"W	35.29'	17.93
C60	34.43	225.00	87°27'12"	N83°47'07"E	311.05'	215.22
C61	92.26	225.00	23°29'40"	S51°48'21"W	91.62'	46.79
C62	61.30	225.00	15°36'37"	S71°21'25"W	61.11'	30.84
C63	68.42	225.00	17°25'23"	S87°52'25"W	68.16'	34.48
C64	70.83	225.00	18°02'07"	N74°23'44"W	70.54'	35.71
C65	50.62	225.00	12°53'22"	N68°55'58"W	50.51'	25.42
C66	102.78	100.00	59°27'46"	S22°46'24"E	99.19'	57.11
C67	154.31	100.00	88°24'48"	S51°10'53"W	138.45'	97.27
C68	150.13	100.00	86°01'15"	N49°59'06"E	138.43'	93.29
C69	4.18	100.00	2°23'33"	S85°48'30"E	4.16'	2.09
C70	184.97	775.00	13°40'26"	S88°33'02"W	184.53'	92.92
C71	17.84	775.00	11°00'07"	S85°16'17"E	17.84'	8.92
C72	43.60	775.00	3°13'24"	S87°32'22"E	43.59'	21.81
C73	43.60	775.00	3°13'24"	N89°14'04"E	43.59'	21.81
C74	43.60	775.00	3°13'24"	N85°00'40"E	43.59'	21.81
C75	38.33	775.00	2°11'07"	N83°02'22"E	38.33'	18.17



NOTE
SEE SHEET P1.0 FOR GENERAL NOTES, LOT AREA TABLES, REFERENCES, ETC.



SINGLE FAMILY
TYPICAL LOT DETAIL
UNLESS SHOWN OTHERWISE
(NOT TO SCALE)

- LEGEND**
- IRON ROD (NEW) (1/2" X 18" WORK STAMPED)
 - MONUMENT (NEW)
 - MONUMENT (EXIST)
 - FIRE HYDRANT
 - WATER VALVE
 - CATCH BASIN
 - STORM MANHOLE
 - HEADWALL
 - STORM PIPE
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER LINE
 - WATER LINE
 - FENCE
 - OVERHEAD CABLE TELEVISION LINE
 - OVERHEAD POWER AND TELEPHONE LINES
 - UTILITY POLE W/ANCHOR
 - PUBLIC UTILITY AND DRAINAGE EASEMENT
 - LOT NUMBER
 - CRITICAL LOTS (LOTS CONTAINING 20%+ SLOPES)
 - REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE

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

FINAL PUD MASTER PLAN AND PRELIMINARY PLAT REVISION

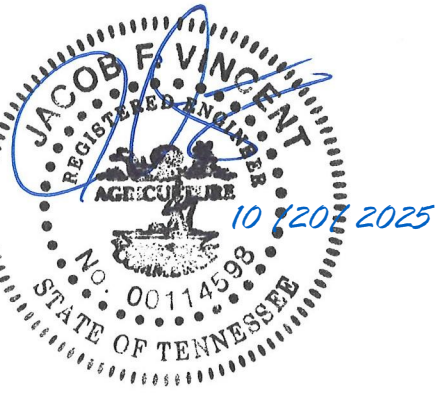
FOR

BEAR SPRINGS - PHASE 2A

MERITAGE HOMES



RaganSmith
a Pape-Dawson company



CONTACTS

OWNER/DEVELOPER

KRIS KEOWN
MERITAGE HOMES
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FRANKLIN, TN 37067
(615) 678-3132
KRIS.KEOWN@MERITAGEHOMES.COM

CIVIL

MARK MERRILL
RAGAN SMITH ASSOCIATES
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
MMERRILL@RAGANSMITH.COM

LANDSCAPE ARCHITECTURE

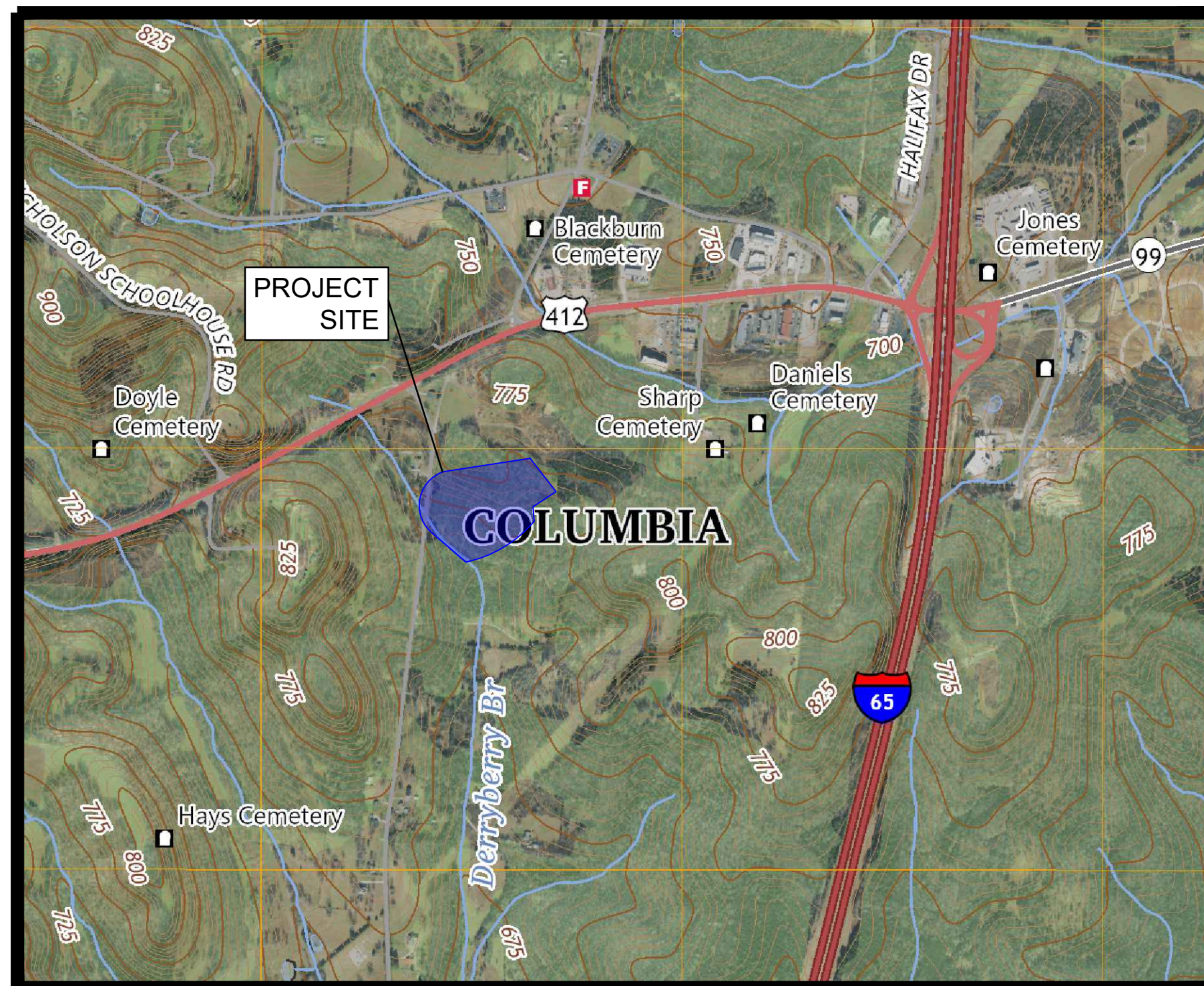
TYLOR FISCHER
RAGAN SMITH ASSOCIATES
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
TFISCHER@RAGANSMITH.COM

WATER

MATT WHEELER
COLUMBIA POWER AND WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TN, 38401
(931) 388-4833
MATT.WHEELER@CPWS.COM

ELECTRICAL

CAMERON ISLEY
DUCK RIVER
1411 MADISON STREET
SHELBYVILLE, TN 37160
(931) 684-4621
CISLEY@DREMC.COM



LOCATION MAP
NOT TO SCALE

CITY OF COLUMBIA,
MAURY COUNTY,
TENNESSEE

BEAR SPRINGS - PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: NOT TO SCALE

Date: 2025.10.20

Approved By: JFV

Revisions:

No.	Description

Drawing Title:
COVER

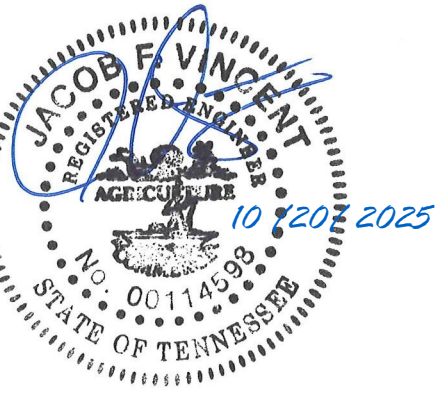
Drawing No.
C0.0

Project No.
21-0311





RaganSmith
a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #=""#

Date: 2025.10.20

Approved By: JFV

Revisions:

Drawing Title:
OVERALL LAYOUT

Drawing No.
C1.0

Project No.
21-0311



SINGLE FAMILY LOT AREA TABLE

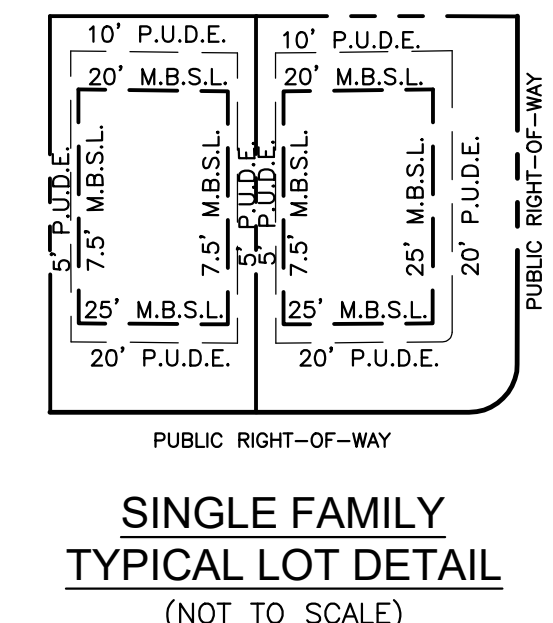
LOT	SQ. FT.±	ACRES±
64	6,720	0.15
65	6,040	0.14
66	6,057	0.14
67	6,056	0.14
68	6,057	0.14
69	6,057	0.14
70	6,057	0.14
71	6,056	0.14
72	6,045	0.14
73	6,090	0.14
74	6,000	0.14
75	6,110	0.14
76	6,741	0.15
77	6,742	0.15
78	6,742	0.15
79	6,742	0.15
80	6,742	0.15
81	6,323	0.15
82	6,283	0.14
83	6,339	0.15

SINGLE FAMILY LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
84	6,489	0.15
85	6,452	0.15
86	6,748	0.15
87	6,761	0.16
88	6,489	0.15
89	6,628	0.15
90	7,209	0.17
91	7,363	0.17
92	6,255	0.14
93	6,522	0.15
94	7,485	0.17
95	7,454	0.17
96	6,609	0.15
97	8,903	0.20
98	8,395	0.19
99	7,362	0.17
100	9,184	0.21
101	11,514	0.26
102	6,995	0.16
103	8,497	0.20

SINGLE FAMILY LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
104	8,699	0.20
105	6,742	0.15
106	10,573	0.24
107	10,132	0.23
108	6,016	0.14
109	6,016	0.14
110	6,005	0.14
111	6,108	0.14
112	6,102	0.14
113	6,030	0.14
114	8,320	0.19



DESIGNED BY CIVIL ENGINEER/ARCHITECT/PLANNING/CONSTRUCTION/GENERAL LAYOUTS
PLOTTED BY PAPERWORK ON 10/20/25 3:51 PM. LAST UPDATED BY PAPERWORK 10/20/25 3:44 PM





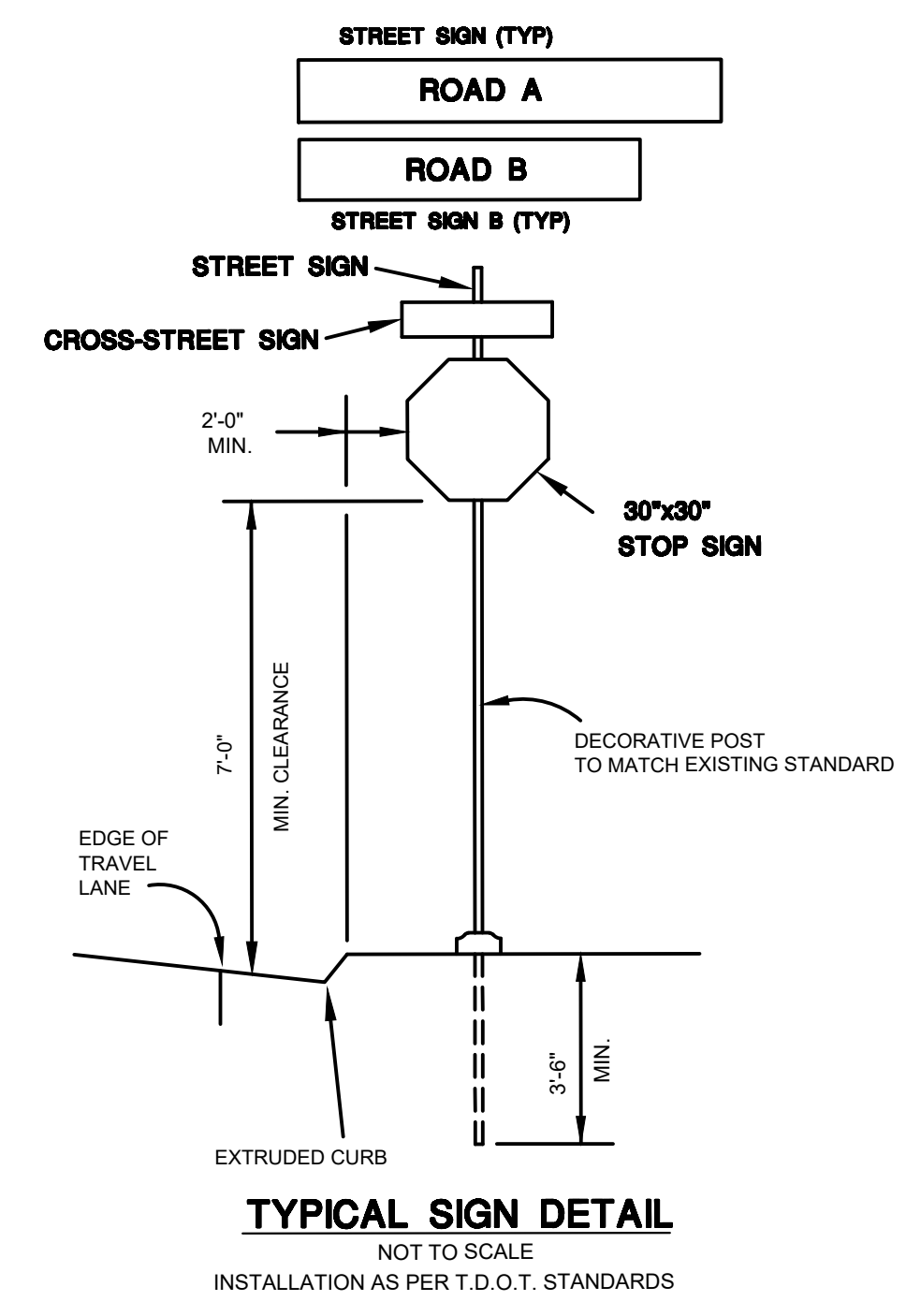
RaganSmith
a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

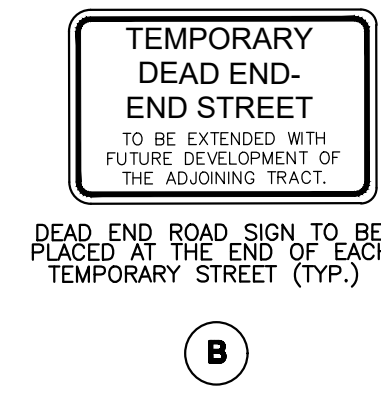
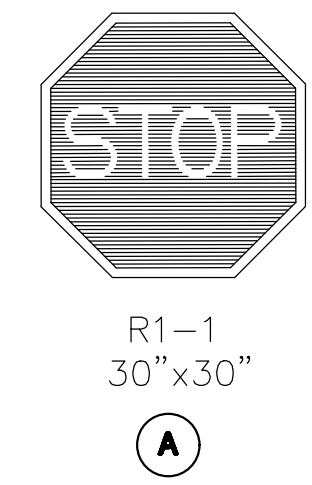
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE



NOTE:

ALL STOP SIGNS SHALL MEASURE A MINIMUM OF 30"x30" IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). INSTALLATION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT MUTCD, INCLUDING HEIGHT, OFF-SET, OTHER DIMENSIONAL PROPERTIES, AND REFLECTIVITY.

* MOUNTED SUCH THAT TOP OF SIGN IS 4'-0" ABOVE PAVEMENT. SET CLOSEST SIGN EDGE 2' (MIN) FROM BACK OF CURB

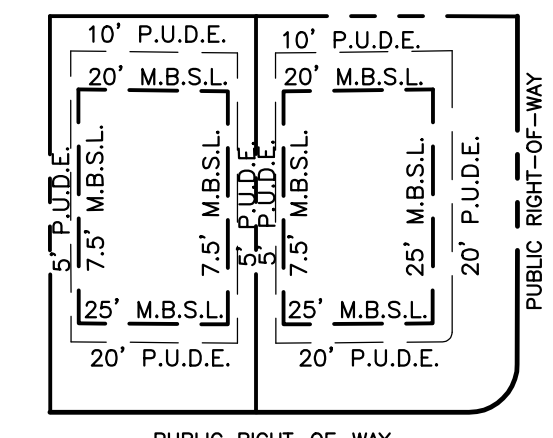


NOTES:

1. ALL MARKINGS SHALL COMPLY WITH THE MILLENIUM EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, TENNESSEE D.O.T. STANDARD DRAWINGS, AND THE CITY OF COLUMBIA SPECIFICATIONS.



TYPICAL WALL SECTION
(SEE DETAIL ON SHEET C8.0)



SINGLE FAMILY TYPICAL LOT DETAIL
(NOT TO SCALE)

Scale: #1"=#'

Date: 2025.10.20

Approved By: JFV

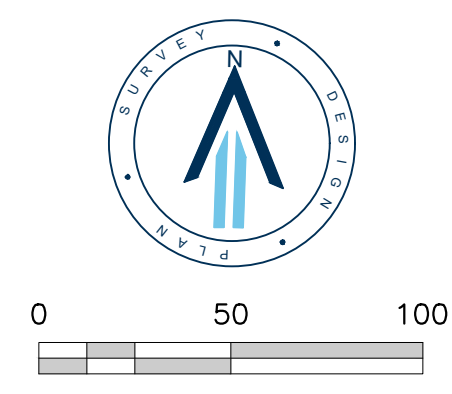
Revisions:

Drawing Title:
ENLARGED LAYOUT

Drawing No.
C1.1

Project No.
21-0311

03/11/21 CIVIL ENGINEER/PHASE 2A/01 AN INSTRUMENTED/ENLARGED LAYOUT/2025 PLOTTED BY: JFV/REVISED ON: 10/20/25 10:30 AM, LAST UPDATED BY: JFV/REVISED ON: 10/20/25 10:45 AM





RaganSmith
a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

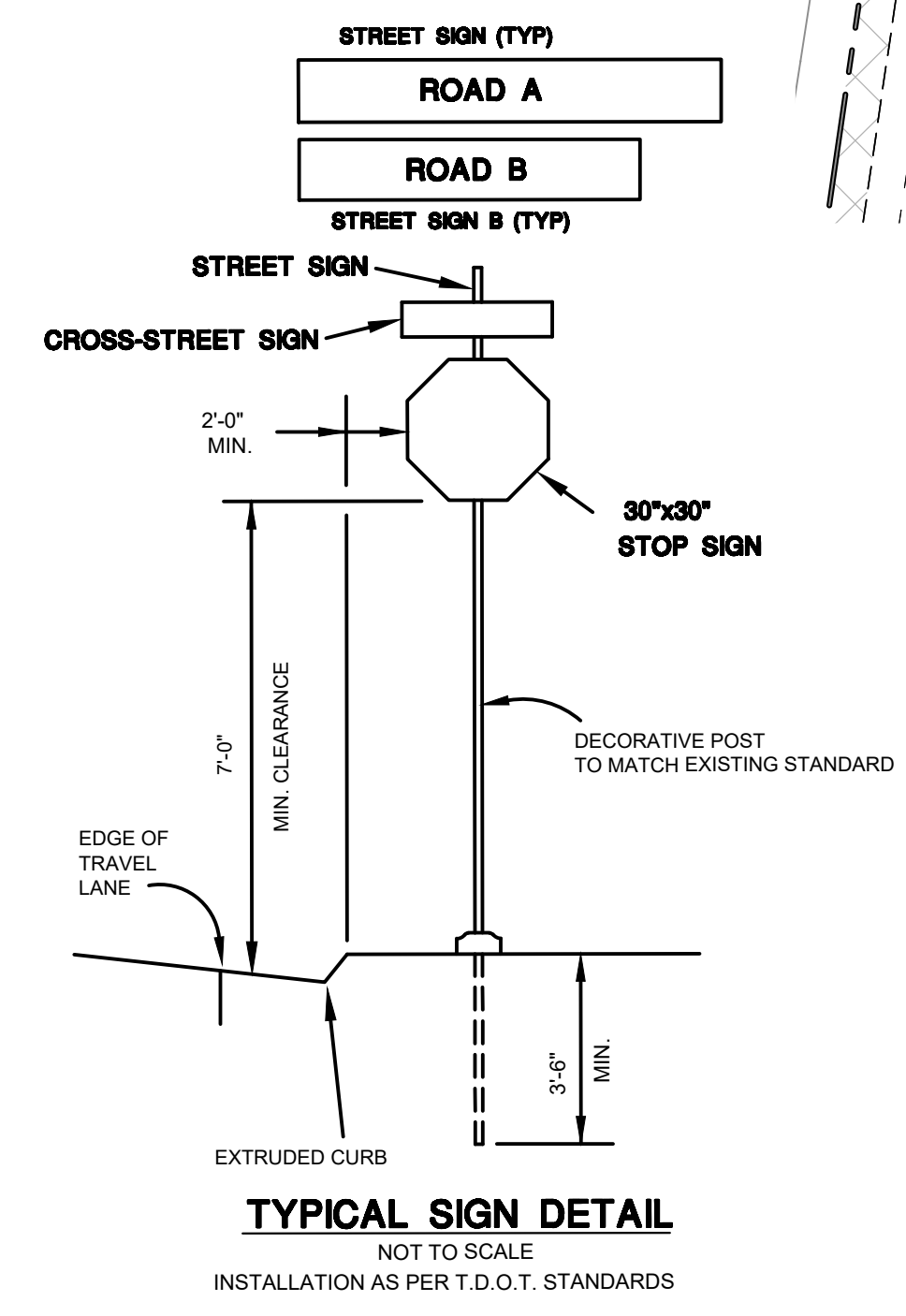
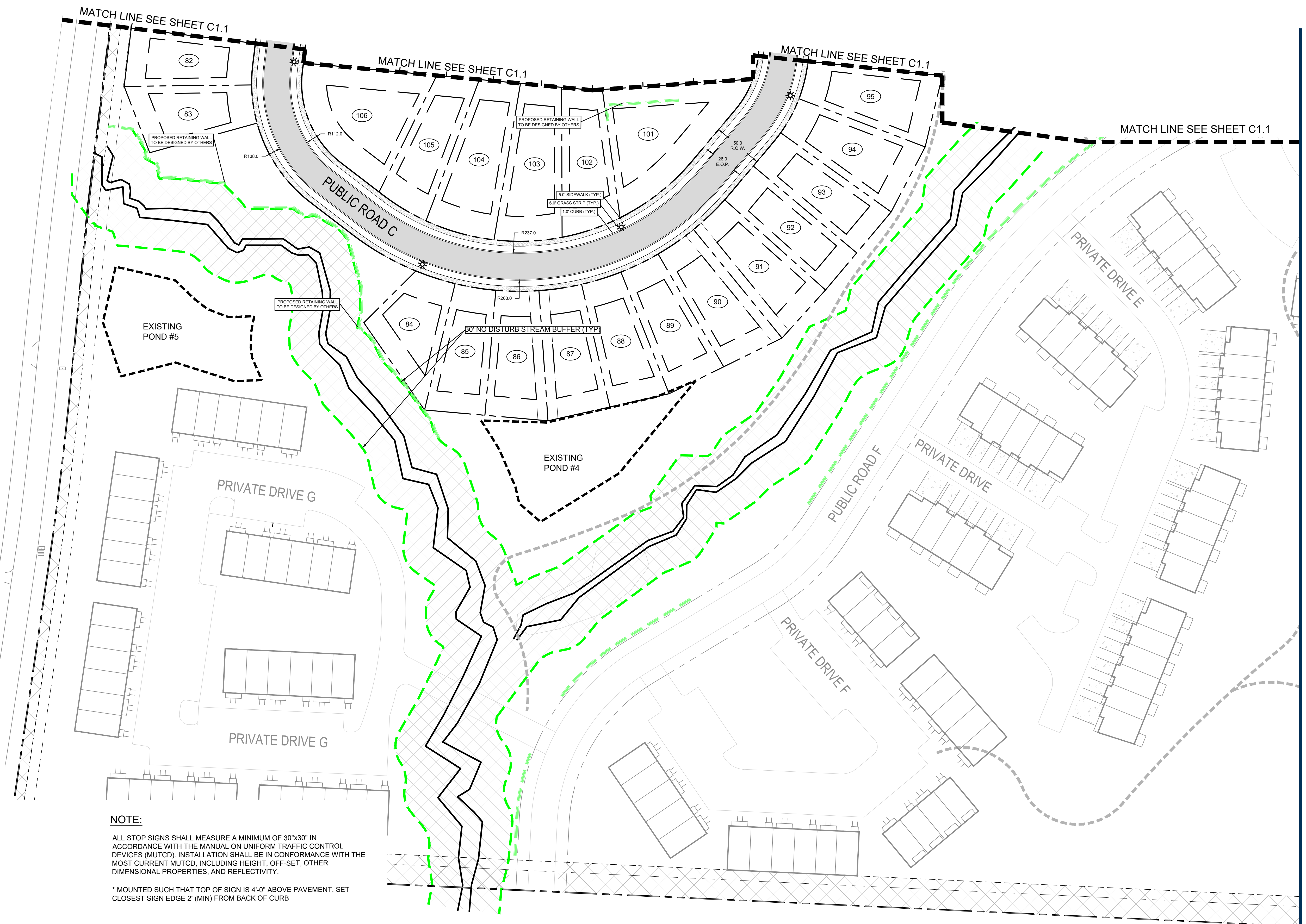
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #=##
Date: 2025.10.20
Approved By: JFV
Revisions:

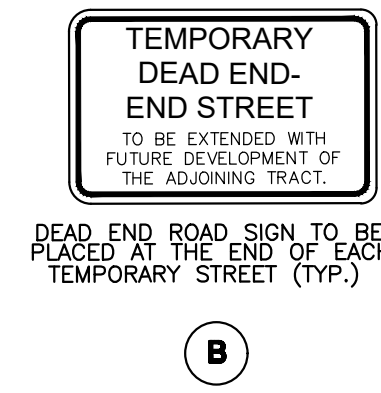
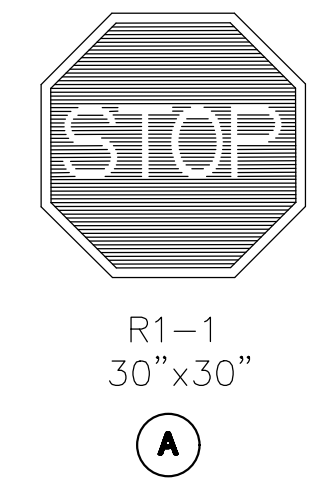
Drawing Title:
ENLARGED LAYOUT

Drawing No.
C1.2

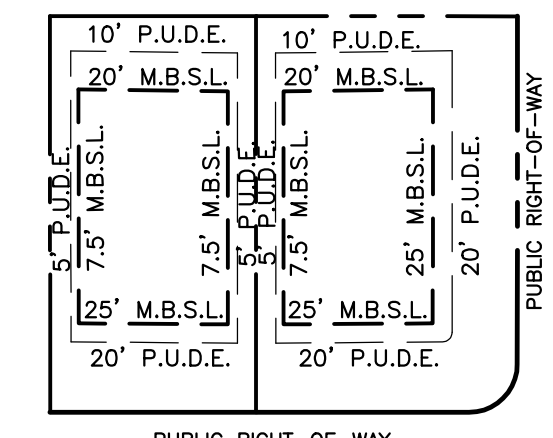
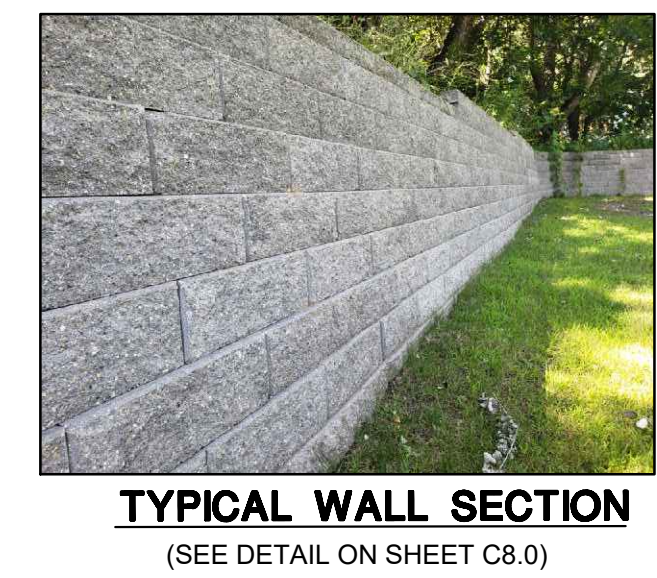
Project No.
21-0311



NOTE:
ALL STOP SIGNS SHALL MEASURE A MINIMUM OF 30"X30" IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). INSTALLATION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT MUTCD, INCLUDING HEIGHT, OFF-SET, OTHER DIMENSIONAL PROPERTIES, AND REFLECTIVITY.
* MOUNTED SUCH THAT TOP OF SIGN IS 4'-0" ABOVE PAVEMENT. SET CLOSEST SIGN EDGE 2' (MIN) FROM BACK OF CURB



NOTES:
1. ALL MARKINGS SHALL COMPLY WITH THE MILLENIUM EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, TENNESSEE D.O.T. STANDARD DRAWINGS, AND THE CITY OF COLUMBIA SPECIFICATIONS.



DATE: 10/11/2025 10:48 AM
DRAWN BY: JFV
CHECKED BY: JFV
PLOT DATE: 10/11/2025 10:48 AM
LAST UPDATED BY: JFV ON: 10/11/2025 10:48 AM



RaganSmith
a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #=#

Date: 2025.10.20

Approved By: JFV

Revisions:

Drawing Title:

OVERALL GRADING

Drawing No.

C2.0

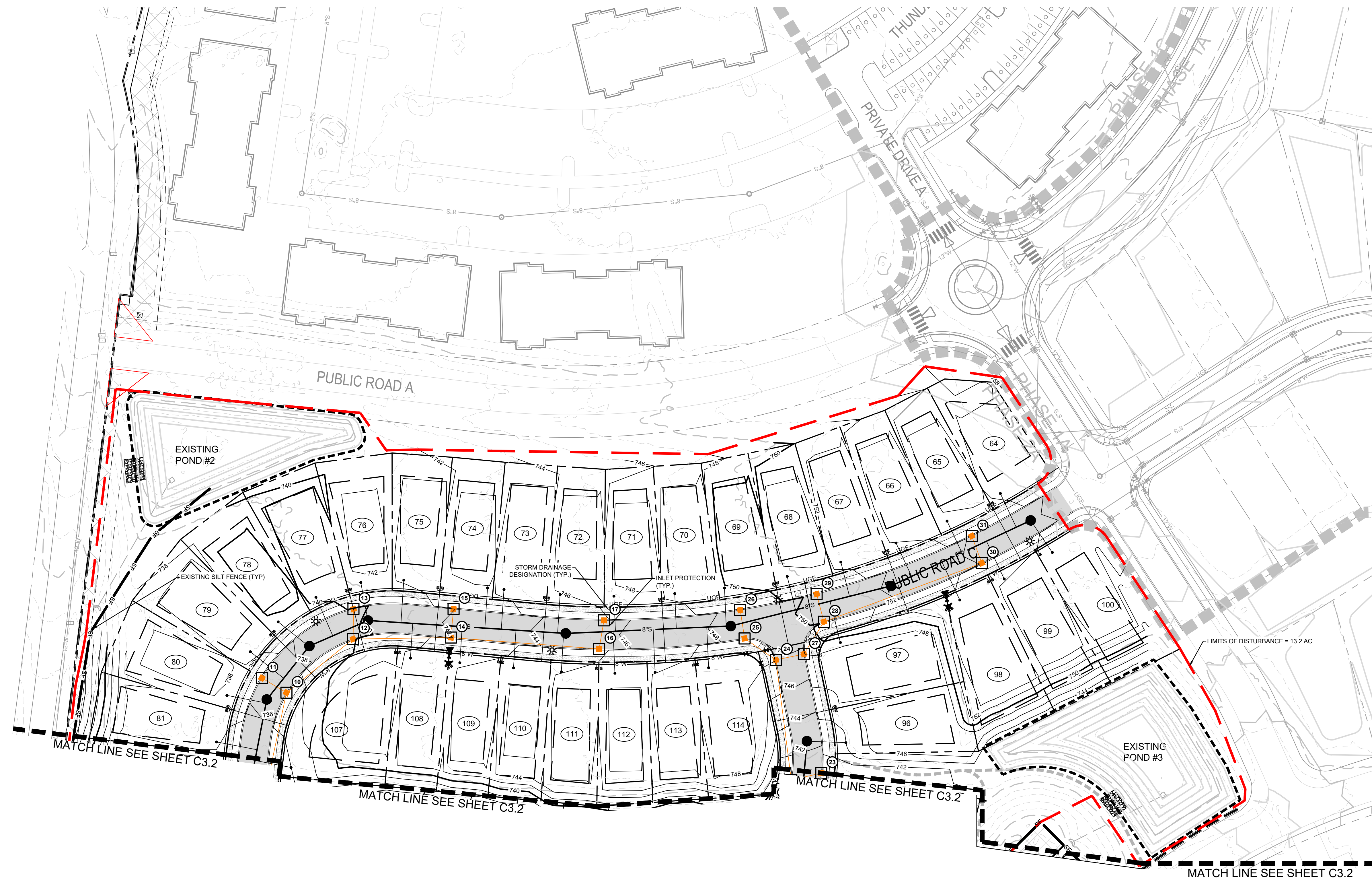
Project No.

21-0311



DESIGNED BY: CIVIL ENGINEER/PHASE 2A AND AN INSTRUMENTED SURVEY/ OVERALL GRADING
PLOTTED BY: JFV ON: 10/20/25 10:52 AM. LAST UPDATED BY: JFV ON: 10/20/25 10:52 AM

03/21/21 CIVIL ENGINEER/PHASE 2A ON AN INSTRUMENTED ENLARGED GRADING
PLOTTED BY PAPERFIELD ON 10/20/25 3:52 PM. LAST UPDATED BY WRE/CON 10/20/25 3:48 PM



RaganSmith
a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: _____ #”=#”

Date: 2025.10.20

Approved By: JFV

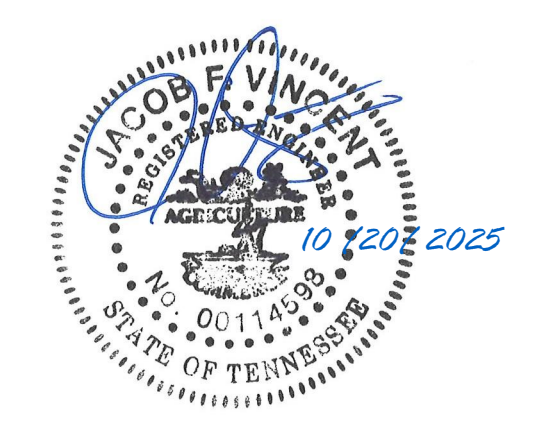
Revisions:

Drawing Title:
ENLARGED GRADING

Drawing No.
C2.1

Project No.
21-0311





BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

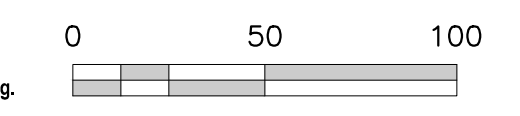
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #=#=#
Date: 2025.10.20
Approved By: JFV
Revisions:

Drawing Title:
**ENLARGED
GRADING**

Drawing No.
C2.2

Project No.
21-0311



03/20/25 CIVIL ENGINEER PHASE 2A OF AN INSTRUMENTED ENLARGED GRADING
 PLOTTED BY PAPERWORK ON 10/20/25 3:50 PM. LAST UPDATED BY WPEC ON 10/20/25 3:46 PM



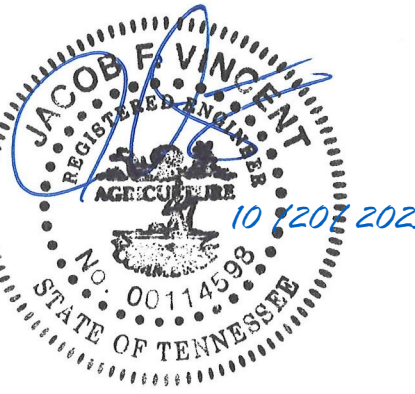
NOTE:
 THE ELECTRIC LAYOUT SHOWN HERE IS FOR GRAPHICAL PURPOSES ONLY.
 FOR CONSTRUCTION OF ELECTRIC SEE PLANS BY DUCK RIVER ELECTRIC MEMBERSHIP CORPORATION (DREM).

LEGEND

	STREET LIGHT
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	SIAMESE CONNECTION
	STORM INLET
	STORM HEADWALL
	SANITARY MANHOLE
	SANITARY CLEANOUT



RaganSmith
 a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

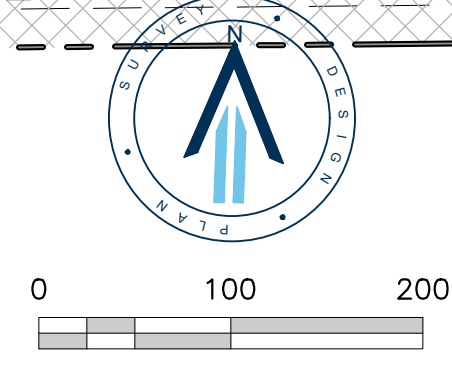
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #=#=#
 Date: 2025.10.20
 Approved By: JFV
 Revisions:

Drawing Title:
OVERALL UTILITY

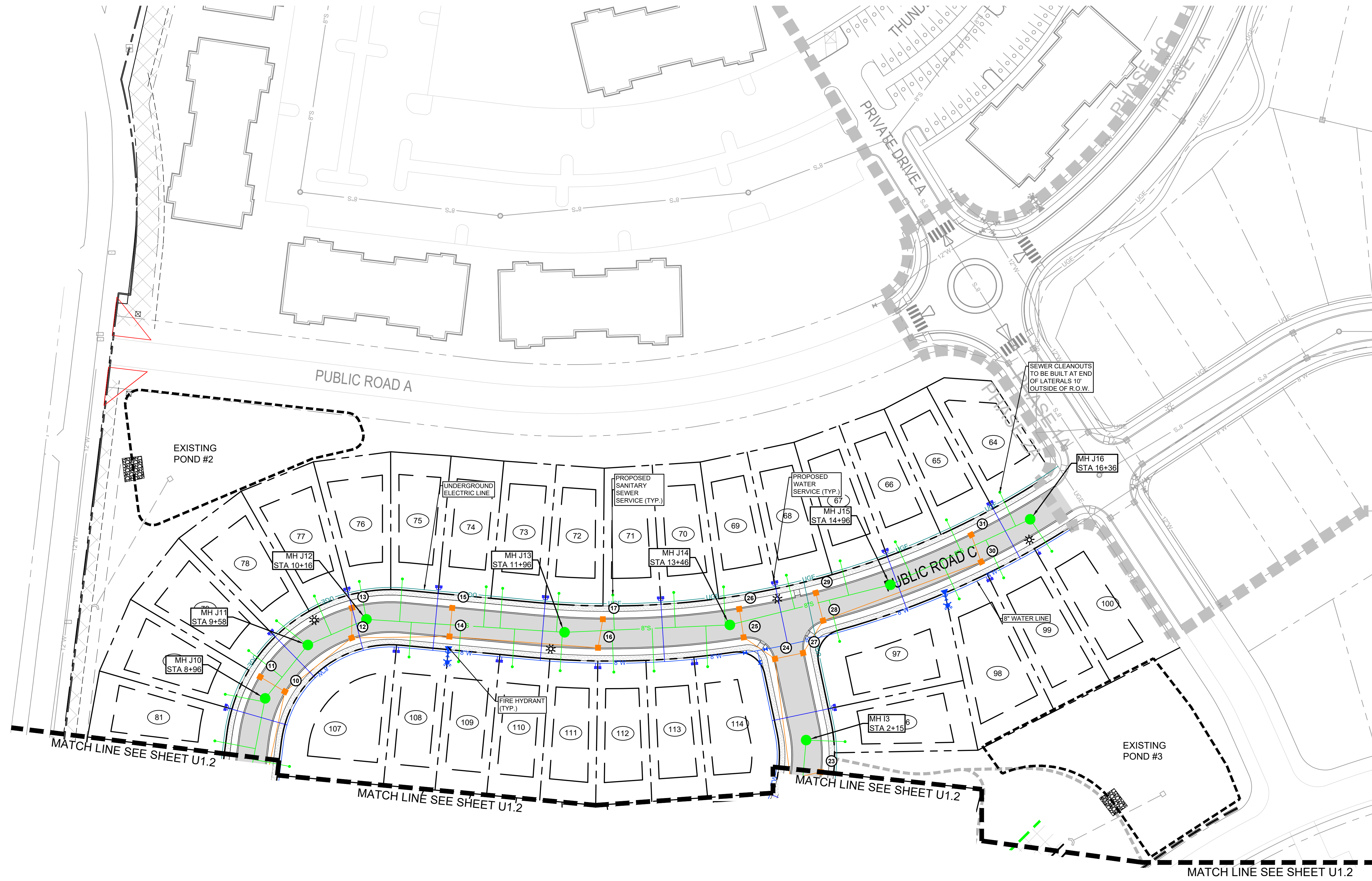
Drawing No.
U1.0

Project No.
 21-0311

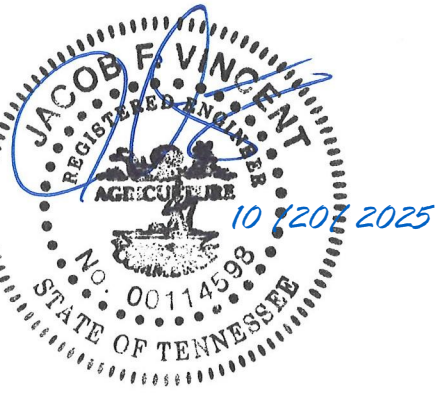


02/11/25 CIVIL ENGINEERPHASE 2A AND AN INSTRUMENTED OVERALL UTILITY PLAN
 PLOTTED BY PAPERWORK ON: 10/20/25 3:53 PM, LAST UPDATED BY PAPERWORK: 10/20/25 3:57 PM

NOTE:
 THE ELECTRIC LAYOUT SHOWN HERE IS FOR GRAPHICAL PURPOSES ONLY.
 FOR CONSTRUCTION OF ELECTRIC SEE PLANS BY DUCK RIVER ELECTRIC MEMBERSHIP CORPORATION (DREMC).



RaganSmith
 a PAPE-DAWSON company



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #''=#'

Date: 2025.10.20

Approved By: JFV

Revisions:

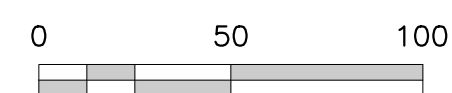
Drawing Title:
ENLARGED UTILITY

Drawing No.
U1.1

Project No.
 21-0311

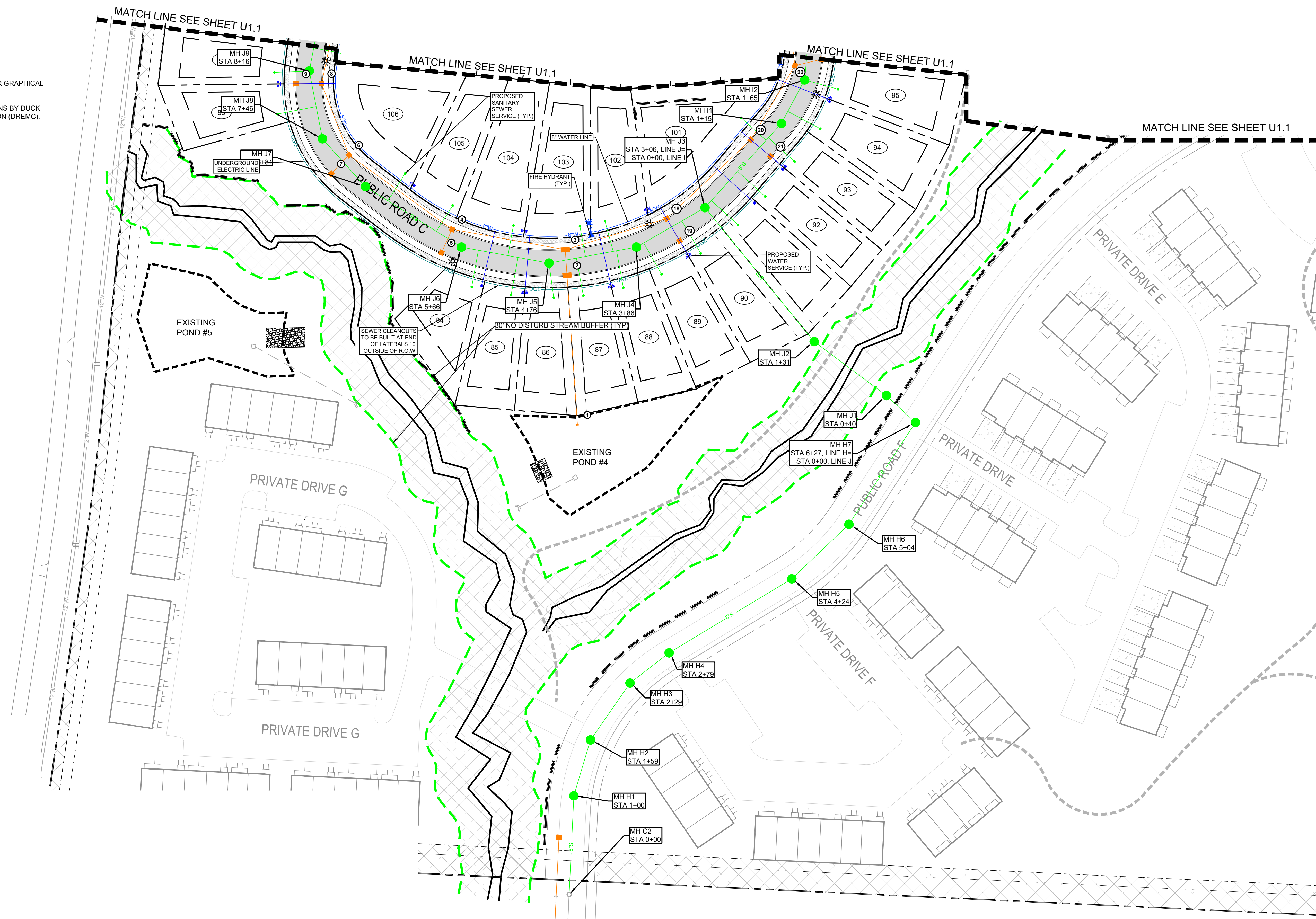
LEGEND

	STREET LIGHT
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	SIAMESE CONNECTION
	STORM INLET
	STORM HEADWALL
	SANITARY MANHOLE
	SANITARY CLEANOUT



03/20/25 11:01 AM, ENGINEER/PHASE 2A/ENLARGED UTILITY, ENLARGED UTILITY, 2025.
 PLOTTED BY: PAPER/ENLARGED UTILITY, 2025.10.20 11:01 AM, LAST UPDATED BY: PAPER/ENLARGED UTILITY, 2025.10.20 11:01 AM

NOTE:
 THE ELECTRIC LAYOUT SHOWN HERE IS FOR GRAPHICAL PURPOSES ONLY.
 FOR CONSTRUCTION OF ELECTRIC SEE PLANS BY DUCK RIVER ELECTRIC MEMBERSHIP CORPORATION (DREMC).



03/10/2025 11:00 AM, ENGINEER/PHASE 2A/02/00, AN INSTRUMENTED, UNLICENSED UTILITY, 2005.
 PLOTTED BY PUNTER, JON ON: 10/20/25 3:30 PM, LAST UPDATED BY WREDCON: 10/20/25 3:27 PM

LEGEND

	STREET LIGHT
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	SIAMESE CONNECTION
	STORM INLET
	STORM HEADWALL
	SANITARY MANHOLE
	SANITARY CLEANOUT



BEAR SPRINGS PHASE 2A

FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: #''=#'
 Date: 2025.10.20
 Approved By: JFV
 Revisions:

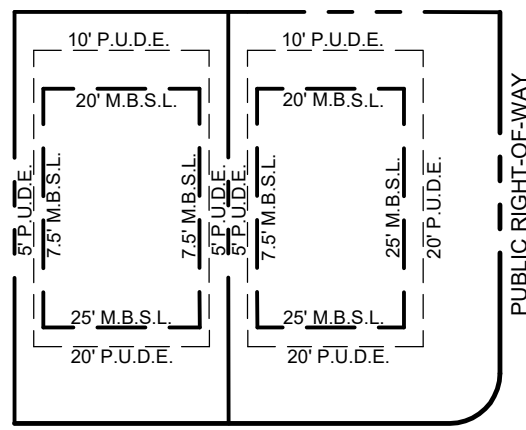
Drawing Title:
ENLARGED UTILITY

Drawing No.
U1.2

Project No.
 21-0311

GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CREATE 61 SINGLE FAMILY LOTS AND 1 OPEN SPACE TRACT AND TO DEDICATE RIGHT-OF-WAY AND EASEMENTS.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983.
3. CONTOURS SHOWN HEREON ARE AT TWO FOOT INTERVALS AND WERE PROVIDED TO RAGANSMITH BY DRONE 615 ON APRIL 3, 2025.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.
5. THIS PROPERTY IS CURRENTLY ZONED PUD (MRC-PUD UNDER THE PREVIOUS ZONING ORDINANCE 3638).
MINIMUM BUILDING SETBACKS:
STREET YARD: 25'
SIDE YARD: 7.5'
REAR YARD: 20'



SINGLE FAMILY TYPICAL LOT DETAIL
UNLESS SHOWN OTHERWISE
(NOT TO SCALE)

PROPERTY MAP REFERENCE

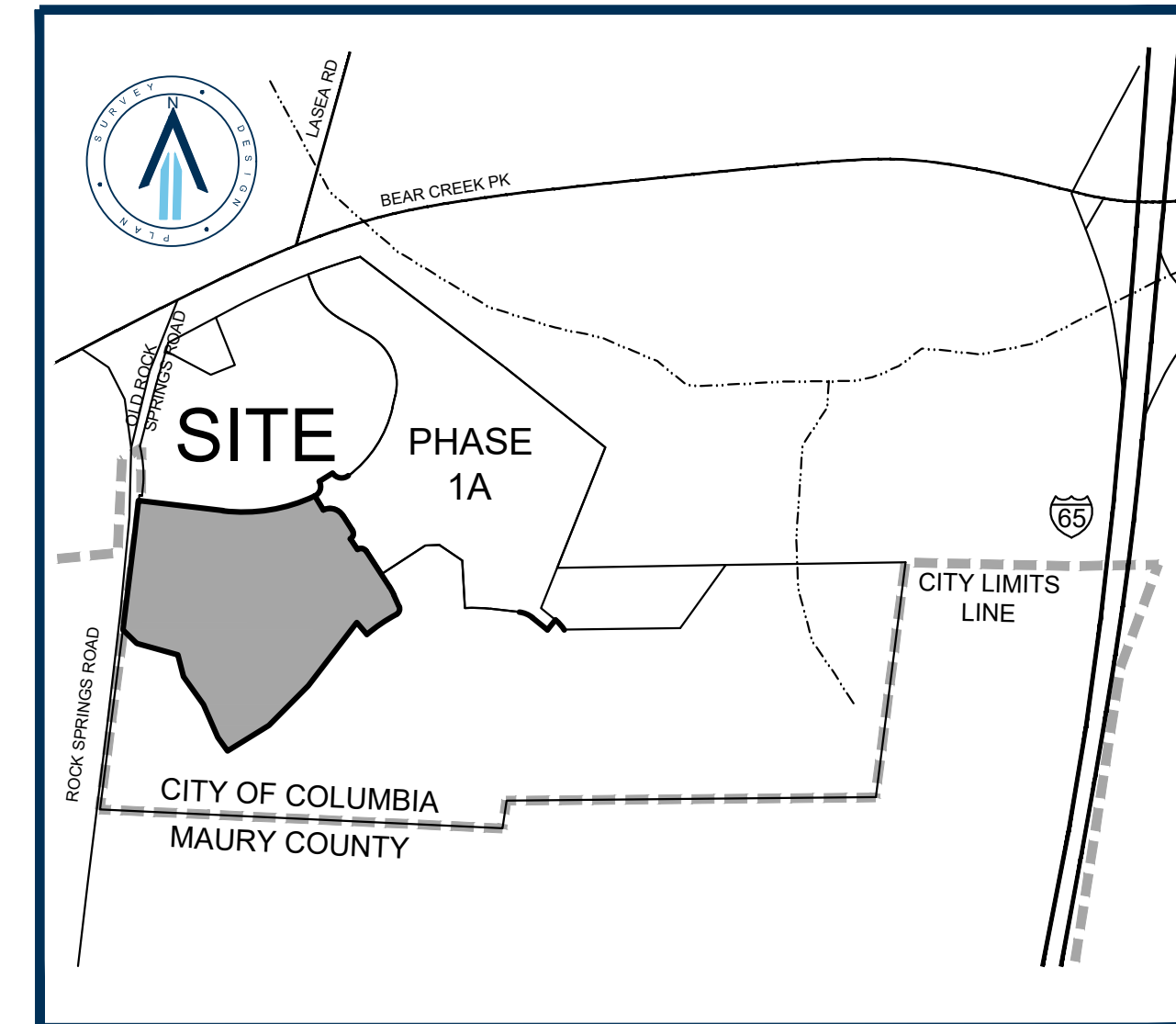
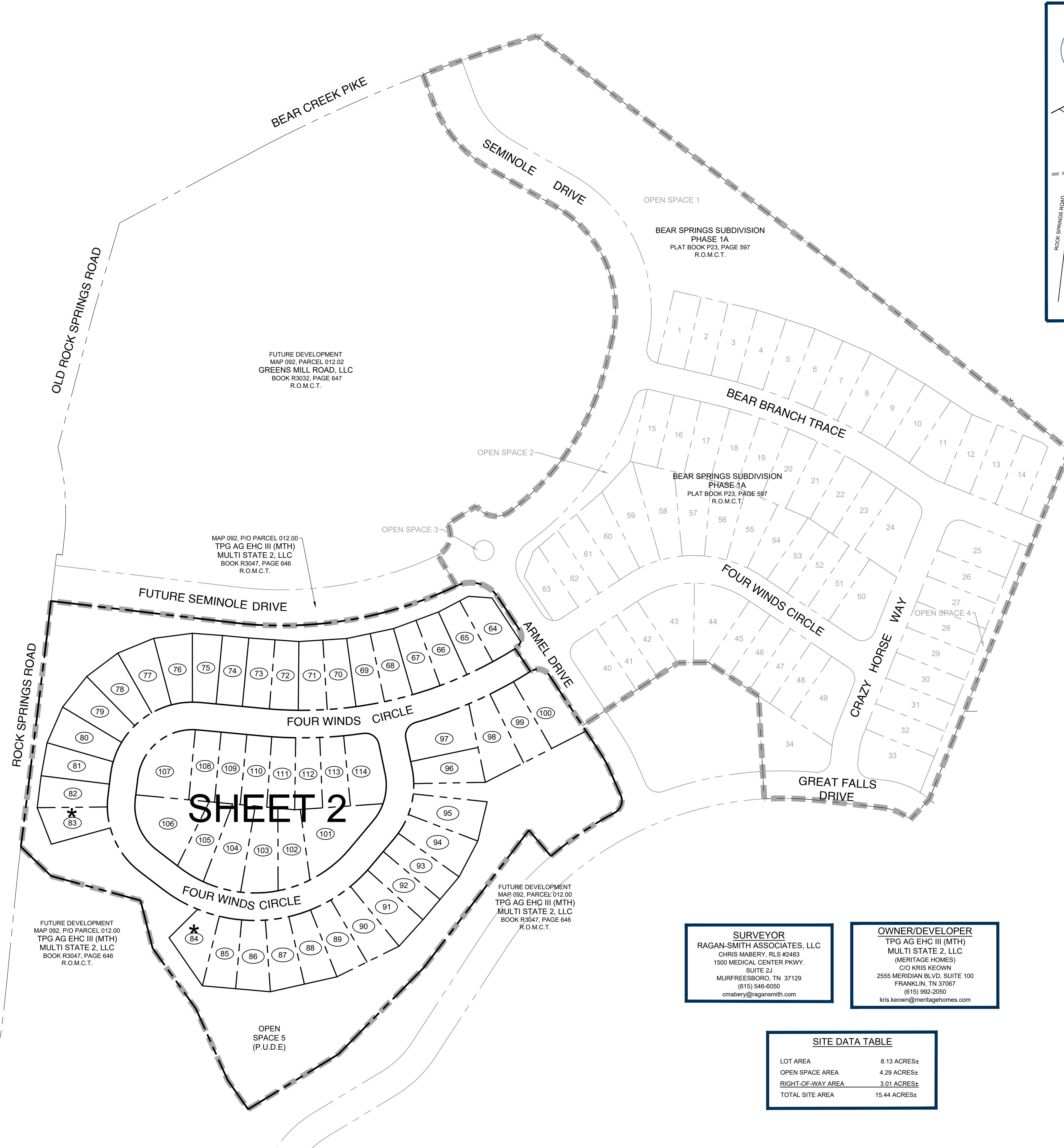
BEING A PORTION OF PARCEL NUMBER 012.00 AS SHOWN ON MAURY COUNTY PROPERTY MAP NUMBER 092.

DEED REFERENCE

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO TPG AG EHC III (MTH) MULTI STATE 2, LLC FROM BEAR SPRINGS, LLC BY SPECIAL WARRANTY DEED OF RECORD IN BOOK R3047, PAGE 646, REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE.

LEGEND

M.B.S.L.	MINIMUM BUILDING SETBACK LINE
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
(2)	LOT NUMBER
R.O.M.C.T.	REGISTER'S OFFICE FOR MAURY COUNTY, TENNESSEE



LOCATION MAP
NOT TO SCALE

LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
64	6,720	0.15
65	6,040	0.14
66	6,057	0.14
67	6,056	0.14
68	6,057	0.14
69	6,057	0.14
70	6,057	0.14
71	6,056	0.14
72	6,045	0.14
73	6,090	0.14
74	6,000	0.14
75	6,110	0.14
76	6,741	0.15
77	6,742	0.15
78	6,742	0.15
79	6,742	0.15
80	6,742	0.15
81	6,323	0.15
82	6,283	0.14
83	6,339	0.15
84	6,489	0.15
85	6,452	0.15
86	6,748	0.15
87	6,761	0.16
88	6,489	0.15
89	6,628	0.15

LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
90	7,209	0.17
91	7,363	0.17
92	6,255	0.14
93	6,522	0.15
94	7,485	0.17
95	7,454	0.17
96	6,609	0.15
97	8,903	0.20
98	8,395	0.19
99	7,362	0.17
100	9,184	0.21
101	11,514	0.26
102	6,995	0.16
103	8,497	0.20
104	8,699	0.20
105	6,742	0.15
106	10,573	0.24
107	10,132	0.23
108	6,016	0.14
109	6,016	0.14
110	6,005	0.14
111	6,108	0.14
112	6,102	0.14
113	6,030	0.14
114	8,320	0.19

OPEN SPACE AREA TABLE

OPEN SPACE	SQ. FT.±	ACRES±
5	185,496	4.26

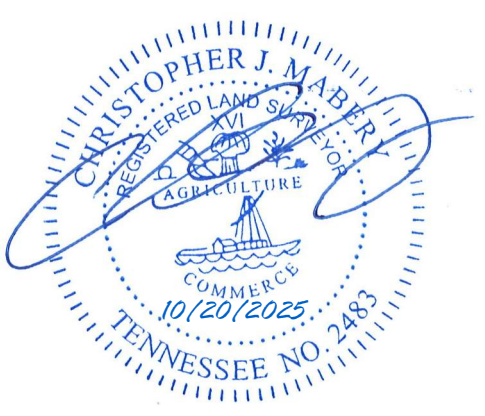
SURVEYOR
RAGAN-SMITH ASSOCIATES, LLC
CHRIS MABERY, RLS #2483
1500 MEDICAL CENTER PKWY., SUITE 21
MURFREESBORO, TN 37129
(615) 546-6050
cmabery@ragansmith.com

OWNER/DEVELOPER
TPG AG EHC III (MTH) MULTI STATE 2, LLC (MERITAGE HOMES)
C/O KRIS KEOWN
2555 MERIDIAN BLVD, SUITE 100
FRANKLIN, TN 37067
(615) 992-2050
kris.keown@meritagehomes.com

SITE DATA TABLE

LOT AREA	8.13 ACRES±
OPEN SPACE AREA	4.29 ACRES±
RIGHT-OF-WAY AREA	3.01 ACRES±
TOTAL SITE AREA	15.44 ACRES±

TOTAL AREA = 672,471 SQUARE FEET OR 15.44 ACRES±



BEAR SPRINGS PHASE 2A
FOR
MERITAGE HOMES

CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

Scale: 1"=100'
Date: 2025.10.20
Approved By: JFV

Revisions:
-
-
-
-
-

Drawing Title:
PRELIMINARY PLAT





Drawing No.
P1.0
Project No.
21-0311

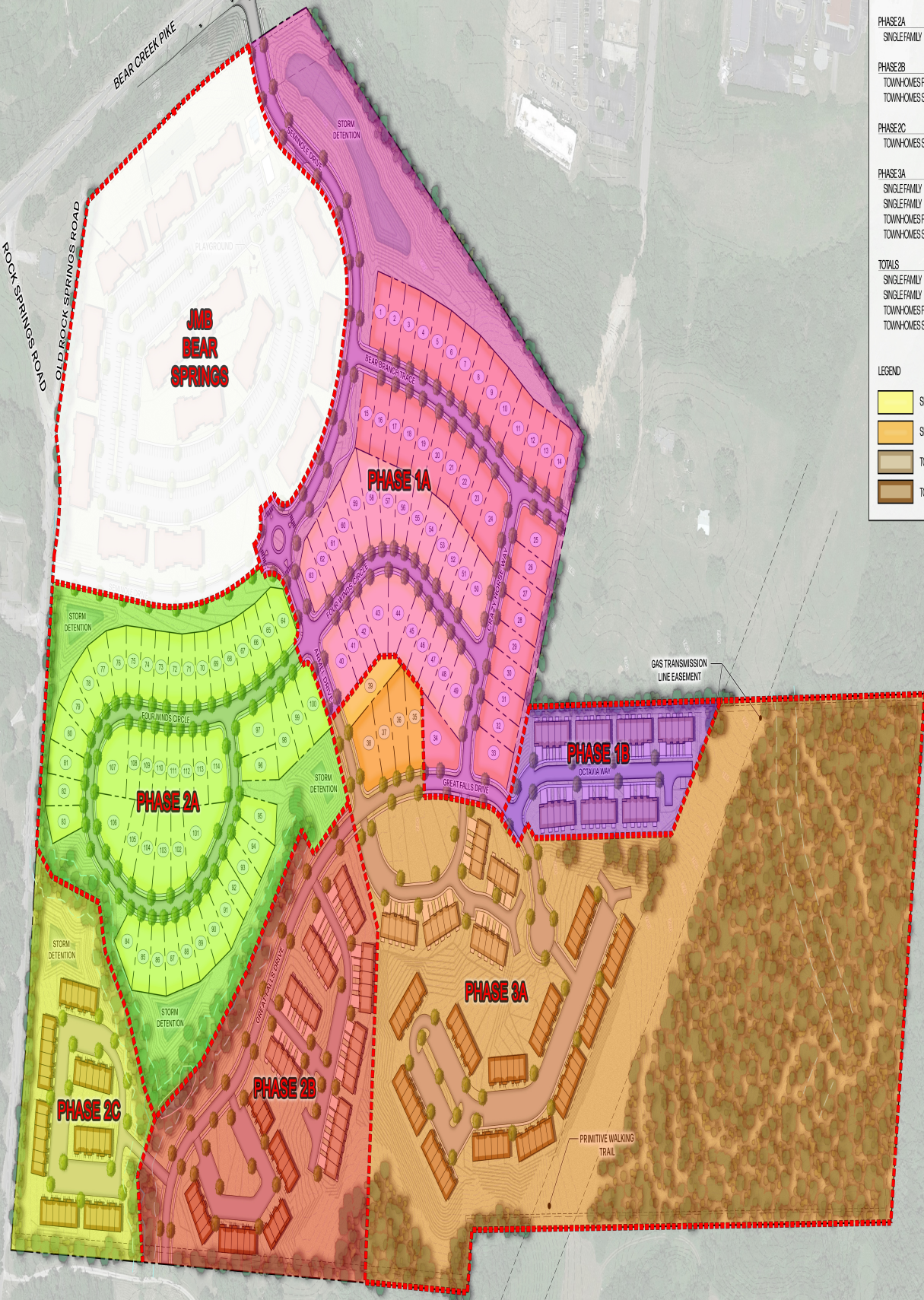


03/21/25 11:48 AM P:\PROJECTS\2025\21-0311\21-0311_P1.0_PRELIMINARY PLAT.DWG
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LOT COUNTS BY PHASE (MERITAGE HOMES)	
PHASE 1A	
SINGLE FAMILY 45	25 UNITS
SINGLE FAMILY 50	34 UNITS
PHASE 1B	
TOWNHOMES FRONT LOADED	35 UNITS
PHASE 2A	
SINGLE FAMILY 45	51 UNITS
PHASE 2B	
TOWNHOMES FRONT LOADED	36 UNITS
TOWNHOMES SURFACE PARKED	24 UNITS
PHASE 2C	
TOWNHOMES SURFACE PARKED	42 UNITS
PHASE 3A	
SINGLE FAMILY 45	1 UNITS
SINGLE FAMILY 50	4 UNITS
TOWNHOMES FRONT LOADED	23 UNITS
TOWNHOMES SURFACE PARKED	71 UNITS
TOTALS	
	345 UNITS
SINGLE FAMILY 45	77 UNITS
SINGLE FAMILY 50	38 UNITS
TOWNHOMES FRONT LOADED	98 UNITS
TOWNHOMES SURFACE PARKED	132 UNITS

LEGEND

	SINGLE FAMILY 45
	SINGLE FAMILY 50
	TOWNHOMES FRONT LOADED
	TOWNHOMES SURFACE PARKED





June 18, 2025

Mr. Kris Keown
Meritage Homes
2555 Meridian Blvd. Suite 100
Franklin, TN 37067

Sent via email: kris.keown@meritagehomes.com

RE: Water Availability Letter

Expires: 12/18/2025

Bear Springs Phase 2A - 51 Units
1449 Rock Springs Road
Tax Map 92, Parcel 12
Columbia, Maury County, TN

Dear Mr. Keown:

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 second phase (51 units) of a larger multi-phased development. CPWS has evaluated the projected water demands for the proposed development in the water system hydraulic model and is able to provide domestic and up to 1,500 gpm fire flow capacity 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:

- Current Phase (2A) units can be served from a single waterline connection to the existing main at the intersection of Four Winds Circle and Armel Drive.
- Minimum size 8-inch diameter mains required in current phase improvements.
- Separate irrigation meters with backflow preventers will be required to serve the proposed Project.

- If fire sprinklers or private fire lines are required/requested, separate fire meters with backflow devices will be required.
- Future phases of development will require the secondary water main connection on Bear Creek Pike via Rock Springs Road.

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 (including TDEC approval).

This Water Availability Letter will expire on the date listed on the first page unless vested by payment of water service fees and impact fees for the proposed project. If the Applicant elects to pay only a portion of the impact fees due for the proposed development, then the vesting will only apply to the portion for which impact fees were paid. 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.
 - Once CPWS approves the Construction Drawings for the proposed system improvements, Applicant will submit proposed improvements design to TDEC for review and approval.
 - CPWS will prepare hydraulic calculations and a Utility Approval Letter to accompany the plans submittal to TDEC.
- 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	51	\$20,370

- 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.
 - If surety is provided in lieu of payment, meters are not ordered until fees are paid and may result in extended lead-times.
- 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	#	\$ / Unit	Total
¾" Service Meter Cost (Ph 2A)	51	\$540	\$27,540
Current Impact Fee for ¾" Service Meter (Ph 2A)	51	\$5,000	\$255,000
Estimate of Fees Due Prior to Pre-Construction Meeting =			\$282,540

- 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.
- Applicant has requested an invoice which includes Impact Fees for all remaining (planned) units and landscape irrigation meters in the proposed development (250 total). Impact fees for Phase 2A are listed in the table above and remaining units in the entire development are below for pre-payment option by applicant.

Impact Fees for Future Phases	#	\$ / Unit	Total
Current Impact Fee for ¾" Meter (Remaining Units)	199	\$5,000	\$995,000

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: Jake Vincent, Ragan Smith
Bart Anderson, CPWS
Eric King, Inflo Design Group
File 22-048



Columbia Fire & Rescue

Fire Flow Requirements



Water Purveyor: Columbia Power & Water System

Date: _____
Name: _____
Phone: _____
Email: _____
Address/Parcel ID: _____
Property Type: Residential
 Commercial
 Industrial
Construction Type: _____
Enclosed Area (ft²): _____

FILLED OUT BY COLUMBIA FIRE AND RESCUE

NFPA Sprinkler Type: _____

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

Fire Flow: _____ gpm Duration: _____ hours

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

Minimum number of hydrants: _____

Average spacing between hydrants: _____ ft.

Maximum distance from frontage to hydrant: _____ ft.

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

Fire Flow: _____ gpm Duration: _____ hours

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

Minimum number of hydrants: _____

Average spacing between hydrants: _____ ft.

Maximum distance from frontage to hydrant: _____ ft.

Fire Plan Reviewer: _____ Date: _____

Columbia Fire & Rescue can add 600gpm, with our tanker truck, to the gpm that CPWS can supply



RaganSmith
a Pape-Dawson company

BEAR SPRINGS 2A

FOR
MERITAGE HOMES

COLUMBIA, TENNESSEE

Scale: 1"=50'

Date: 2025.06.10

Approved By: XXX

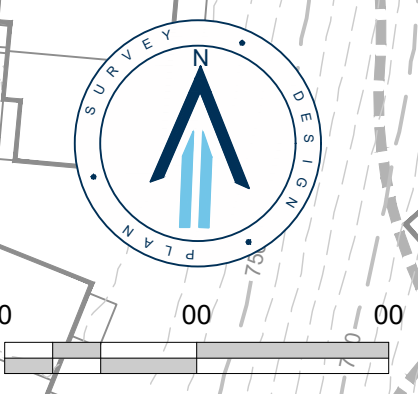
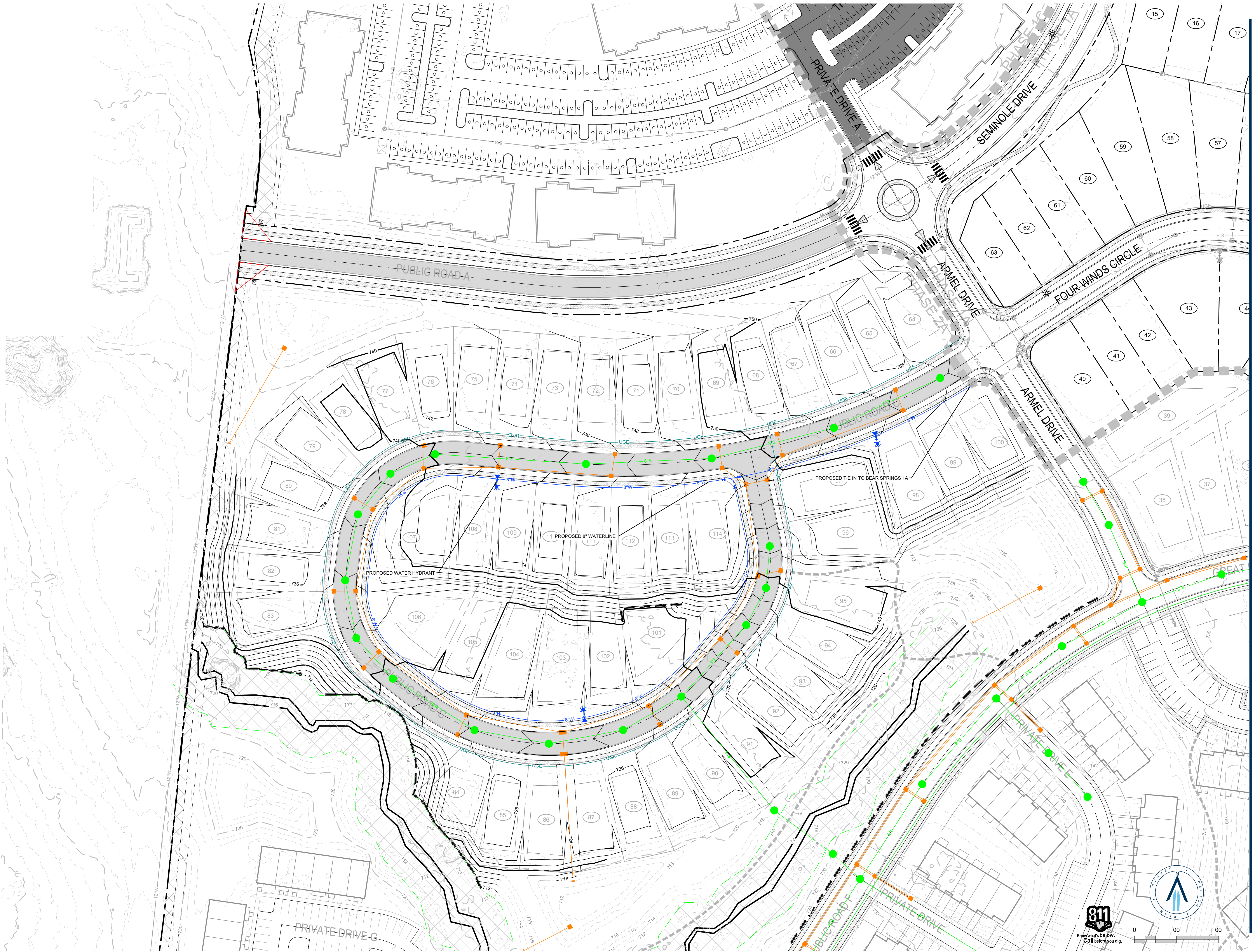
Revisions:

Drawing Title:
SITE EXHIBIT

Drawing No.
1 OF 1

Project No.
21-0311

DESIGNED BY CIVIL ENGINEER/REGISTERED PROFESSIONAL ENGINEER/REGISTERED SURVEYOR
PLOTTED BY PAPERTRACER ON 6/10/2025 10:31 AM. LAST UPDATED BY WRESON 6/10/2025 5:50 PM





WASTEWATER DEPARTMENT

11 June 2025

Hunter Fred
Ragan Smith Associates
315 Woodland Street
Nashville, TN 37206

RE: 1449 Rock Springs Road, Columbia, TN 38401; Bear Springs Phase 2A

Hunter,

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.

Final Plat signature for Bear Springs 2A or similar is dependent upon the Pump Station and Final Plat signature of the Rock Springs Cove subdivision because the subject property cannot have sanitary sewer access without it.

A handwritten signature in black ink, appearing to read "Donnie Boshers", written in a cursive style.

Donnie Boshers, Director
City of Columbia, TN
Wastewater Department



June 13, 2025

To Whom It May Concern:

This letter serves as confirmation that Duck River Electric Membership Corporation (DREMC) will be the local power provider for Bear Springs Phase 2A in Columbia, Tn. Distribution power will be provided in accordance with all DREMC service policies, rules and regulations, and cooperative bylaws as regulated by the Tennessee Valley Authority.

Sincerely,

A handwritten signature in black ink that reads "Scott Dahlstrom". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Dahlstrom
Chief Engineering Officer
DREMC

1411 Madison Street | PO Box 89 | Shelbyville, TN 37162 | 931.684.4621

2024-1103

This Instrument Prepared by and Return to:
Sidwell, Barrett, Gore & Reynolds P.C.
121 1st Avenue South
Suite 200
Franklin, TN 37064

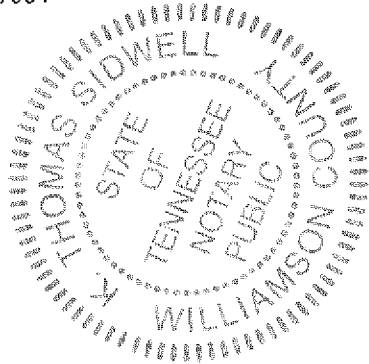
STATE OF TENNESSEE
COUNTY OF Williamson

Actual consideration or value, whichever is greater is \$6,300,000.00

[Signature]
Affiant

Subscribed and sworn before me this the 12th day of February, 2025.

[Signature]
Notary Public
My Commission expires: 11/10/25



SPECIAL WARRANTY DEED

Address of New Owner:
TPG AG EHC III (MTH) Multi State 2, LLC
c/o Essential Housing Asset Management, LLC
8585 East Hartford Drive, Suite 118
Scottsdale, AZ 85255

Send Tax Bill to:
MTH
18655 North Claret Drive
Suite 400
Scottsdale, AZ 85255

Map/Parcel No.
092-012

For and in consideration of the sum of ten and no/100 dollars (\$10.00), cash in hand paid by Grantee (defined below), and other good and valuable consideration, the receipt of which is hereby acknowledged, **Bear Springs, LLC**, a Tennessee limited liability company ("**Grantor**"), has bargained and sold, and does hereby transfer and convey to **TPG AG EHC III (MTH) Multi State 2, LLC**, a Delaware limited liability company ("**Grantee**"), its successors and assigns, a certain tract or parcel of land, together with all tenements, hereditaments and appurtenances thereto located in MAURY County, State of Tennessee, described as follows:

SEE EXHIBIT A ATTACHED HERETO

Subject to the matters set forth on **Exhibit B** attached hereto.

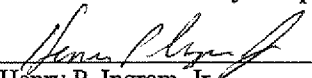
This is unimproved property known as Lots & Land, Columbia, TN 38401

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and/or assigns, forever. Grantor covenants with Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantor does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to said land to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but no further or otherwise.

Witness our hand this the 12th day of February, 2025.

GRANTOR:

Bear Springs, LLC
a Tennessee limited liability company

By: 
Henry P. Ingram, Jr.

Its: Authorized Agent

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public of the State and County aforesaid, personally appeared Henry P. Ingram, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Authorized Agent of Bear Springs, LLC, a Tennessee limited liability company, the within named Grantor, and that he as such Authorized Agent executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such Authorized Agent.

WITNESS my hand and Notarial Seal at office this 12th day of February, 2025.

My Commission Expires: 11/10/25


NOTARY PUBLIC

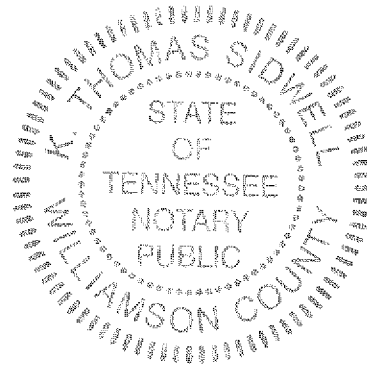


EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2024-1103

The Land referred to herein below is situated in the County of Maury, State of Tennessee, and it described as follows:

The southern portion of a certain parcel of land known as 1449 Rock Springs Road, Columbia, Maury County, Tennessee, said land being situated on the easterly side of Rock Springs Road, and said land being previously described along with the northerly portion in deed book R2797, page 1063, in the Register of Deeds Office of Maury County (R.O.M.C., TN.), and is more particularly bounded and described as follows:

BEGINNING at a found iron rod with a geographical position of TN SPC N: 475492.098 E: 1698823.803, said iron rod being in the easterly margin of said Rock Springs Road and the northwesterly corner of Castlerock Communities Tennessee, LLC property. Found in deed book R3002, page 67, R.O.M.C., TN.;

THENCE following the easterly margin of said Rock Springs Road the following five courses, N08°22'29"E 299.44 feet to a point;

THENCE a curve with a radius of 3682.73 feet, an arc length of 170.71 feet, a chord bearing of N07°05'30"E, and a chord length of 170.70 feet to a found iron rod;

THENCE N05°43'29"E 201.11 feet to a found iron rod;

THENCE N07°02'29"E 425.28 feet to a point;

THENCE N06°46'57"E 132.87' feet to a found iron rod and cap stamped with RLS 1649;

THENCE leaving the margin of Rock Springs Road and following the line that will divide this property but is not yet of record the following two courses, S83°12'50"E 334.91 feet to a point;

THENCE a curve with a radius of 667.50 feet, an arc length of 371.83 feet, a chord bearing of N80°49'40"E, and a chord length of 367.04 feet to a point;

THENCE leaving the dividing line and following the southerly line of Willow Branch Partners, LLC property, of record in deed book R2964, page 726, R.O.M.C., TN., the following 19 courses, S31°01'51"E 65.32 feet to a point;

THENCE a curve with a radius of 60.00 feet, an arc length of 86.23 feet, a chord bearing of S74°28'48"E, and a chord length of 79.00 feet to a point;

THENCE S33°18'15"E 69.41 feet to a point;

THENCE a curve with a radius of 25.00 feet, an arc length of 39.72 feet, a chord bearing of S12°12'13"W, and a chord length of 35.67 feet to a point;

THENCE S33°48'42"E 50.02 feet to a point;

THENCE a curve with a radius of 25.00 feet, an arc length of 39.28 feet, a chord bearing of S78°18'15"E, and a chord length of 35.36' to a point;

THENCE S33°18'15"E 109.09 feet to a point;

THENCE N56°41'45"E 207.38 feet to a point;

THENCE N88°38'16"E 55.42 feet to a point;

THENCE S56°06'17"E 110.04 feet to a point;

THENCE S03°11'36"E 187.15 feet to a point;

THENCE a curve with a radius of 600.00 feet, an arc length of 101.85 feet, a chord bearing of S88°19'48"E, and a chord distance of 101.73 feet to a point;

THENCE S83°28'01"E 113.05 feet to a point;

THENCE a curve with a radius of 100.00 feet, an arc length of 56.71 feet, a chord bearing of S67°13'13"E, and a chord length of 55.95 feet to a point;

THENCE S50°58'25"E 77.11 feet to a point;

THENCE N39°01'35"E 50.00 feet;

THENCE a curve with a radius of 150.00 feet, an arc length of 51.71 feet, a chord bearing of S41°05'55"E, and a chord length of 51.45 feet to a point;

THENCE N89°09'09"E 458.49 feet to a point;

THENCE N35°59'40"E 307.26 feet to a point;

THENCE leaving the southerly line of said Willow Branch Partners, LLC property, and following the southerly line of Blue River TN Properties, LLC property, of record in deed book R2856, page 525, R.O.M.C., TN., and passing an Enbridge natural gas pipeline of record in Deed Book 433, Page 23, R.O.M.C. TN., N89°04'56"E 709.94 feet to a found iron rod with a RLS cap number of 1649 laying next to it, said iron rod being the common corner between said Blue River TN Properties LLC property to the northwest, King Land Investments, LLC property, of record in Deed Book R2607, Page 149, R.O.M.C. to the northeast, and Holt, Mattie Lorene property, of record in Deed Book R1750, Page 61, R.O.M.C. TN., to the southeast;

THENCE following the westerly line of said Holt, Mattie Lorene property, S07°14'22"W 935.35 feet to a found iron rod with a RLS cap number of 1335 where a fence intersection used to be, said iron rod being the northeast corner of Castlerock Communities Tennessee, LLC property, of record in Deed Book R3002, Page 61, R.O.M.C., TN.;

THENCE following the north line of said Castlerock Communities Tennessee, LLC property, and passing through the same Enbridge natural gas pipeline, S89°29'25"W 1457.65 feet to a wooden stake where a fence post used to be;

THENCE following the west line of said Castlerock Communities Tennessee, LLC property, S08°05'52"W 110.99 feet to a found iron pipe, said pipe being the common corner to said Castlerock Communities Tennessee, LLC property, to the southeast and the same Castlerock Communities Tennessee, LLC property, however in Deed Book R3002, Page 67, R.O.M.C., TN., to the southwest;

THENCE following the north line of said Castlerock Communities Tennessee, LLC property, N87°19'36"W 1591.00 feet to the point of beginning. Containing 67.634 acres, more or less.

Being the same property conveyed to Bear Springs, LLC, a Tennessee limited liability company by General Warranty Deed from Timothy Alan Jefferson and Lisa Ann Duvall of record in Record Book 2797, Page 1063, Register's Office for Maury County, Tennessee dated December 8, 2021 and recorded on December 9, 2021.

Easement Parcel:

Easement rights in favor of Bear Springs, LLC in the Joint Access and Maintenance Agreement of record in Book 3032, page 635, Register's Office for Maury County, Tennessee.

Exhibit B
Permitted Exceptions

1. Taxes for the year 2025 and subsequent years, not yet due and payable.
2. Easement for Pipe Lines, recorded in Book 233, Page 613, Book 433, Page 23.
3. Easement for Water Line, recorded in Record Book 1964, Page 1357.
4. Easement for Right of Way, recorded in Record Book 2946, Page 856.
5. Easement for Sanitary Sewers, Gas Lines, and/or Storm Drainage, Water Mains, Pumps and Appurtenances, recorded in Record Book 2978, Page 1.
6. Easement for Joint Access and Maintenance Agreement, recorded in Record Book 3032, Page 635.
7. Inspection and Maintenance Agreement of Private Stormwater Management Facilities of record in Record Book 3032, Page 1228.
8. Inspection and Maintenance Agreement of Private Stormwater Management Facilities of record in Record Book 3032, Page 1253.

CERTIFICATE OF AUTHENTICITY

I, K. Thomas Sidwell, do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith, and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 12th day of February, 2025.



K. Thomas Sidwell

Date: 2-12-25

STATE OF TN

COUNTY OF Williamson

Sworn to and subscribed before me this 12th day of February,
2025



Notary Public

My Commission Expires: 1-21-26

BK/PG:R3047/646-651

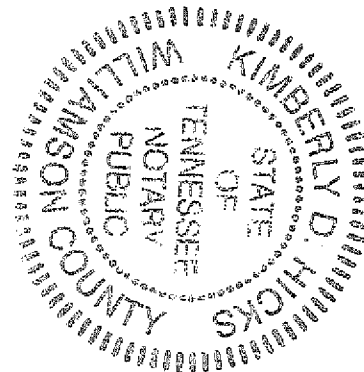
25002072

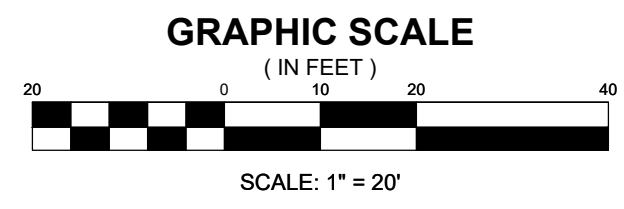
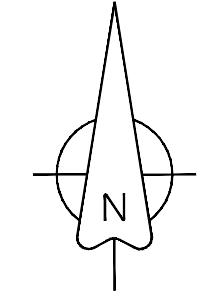
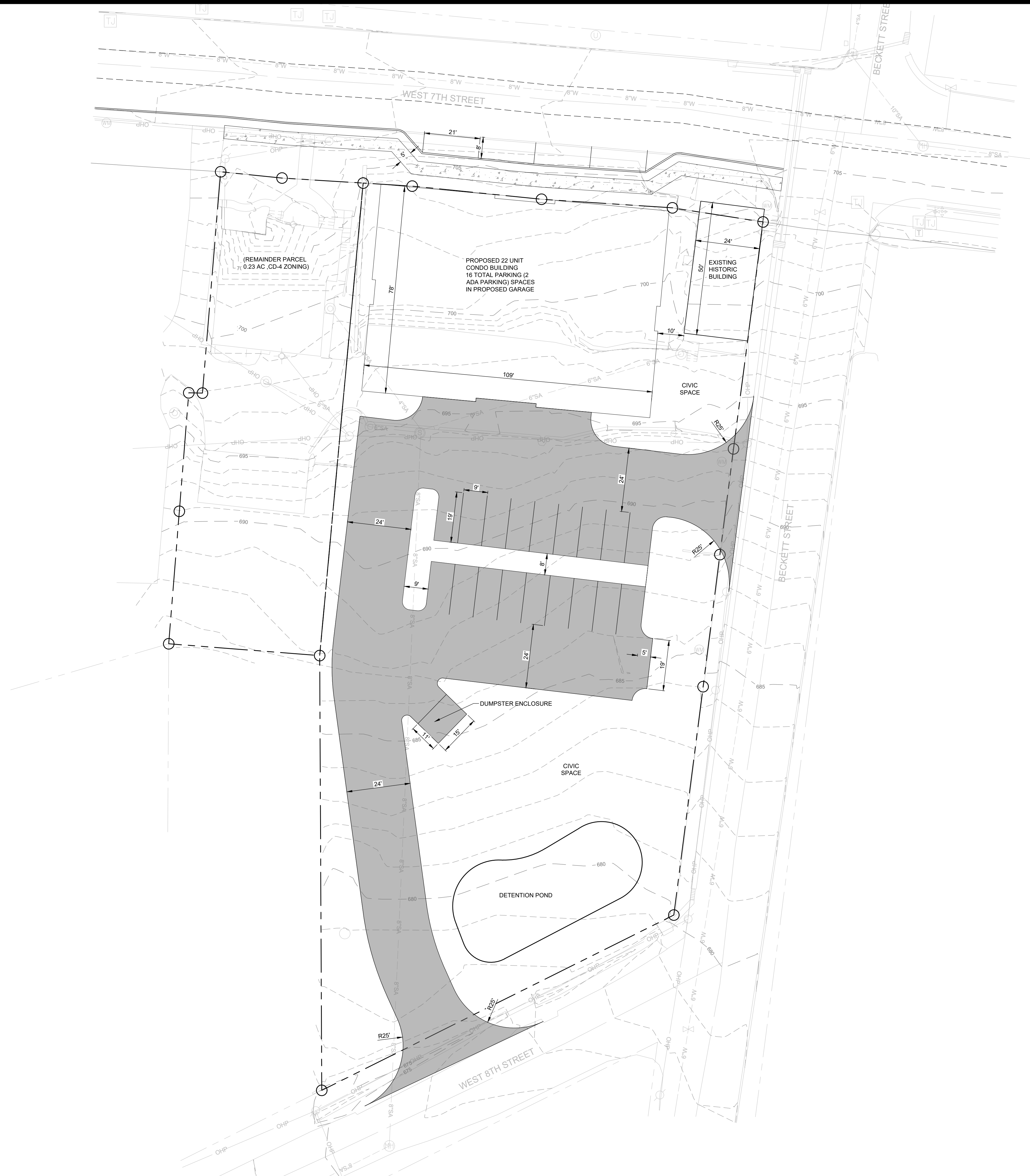
6 PGS : WARRANTY DEED	
BECKY BUCHANAN 345477 - 25002072	
02/14/2025 - 08:03 AM	
VALUE	6300000.00
MORTGAGE TAX	0.00
TRANSFER TAX	23310.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	23343.00

STATE of TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS





LEGEND

- PROPOSED LOT LINES
- Ⓜ PROPOSED LOT NUMBER
- - - PROPOSED BUILDING SETBACK
- ▨ PROPOSED ACCESS EASEMENT
- ▩ PROPOSED DRAINAGE EASEMENT
- ▧ PROPOSED UTILITY EASEMENT
- W — PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- ⊕ PROPOSED FIRE HYDRANT ASSEMBLY
- ⊙ PROPOSED SANITARY MANHOLE
- ⊙ PROPOSED SANITARY SERVICE
- ⊙ PROPOSED STORM INLET
- ⊙ PROPOSED HEADWALL
- ⊙ PROPOSED STORM MANHOLE

SITE DATA

MAP 100, GROUP F, PARCEL 20.00	EXISTING	REQUIRED	PROPOSED
TOTAL PROPERTY ACREAGE	1.29		0.99
ZONING	CD-4	CD-5	CD-5
USE	VACANT		MIXED USE
MINIMUM LOT AREA			0.99 AC
MINIMUM LOT WIDTH		50'	50'
MAXIMUM GROSS FLOOR AREA		NONE	8,400 SF
MAXIMUM BUILDING HEIGHT		3 STORIES	3 STORIES
MINIMUM BUILDING HEIGHT		2 STORY	
IMPERVIOUS AREA		(MAX 80%)	58%
FRONT SETBACK		0'	0'
INTERIOR SIDE SETBACK		0'	0'
CORNER SIDE SETBACK		0'	0'
REAR SETBACK		0'	0'
AUTOMOBILE PARKING SPACES	0	33	38
ADA PARKING SPACES	0	2 TOT, 1 VAN	2 TOT, 1 VAN
BICYCLE PARKING SPACES	0	0	0

- PARKING CALCULATIONS:**
1. MIXED USE
 - 1.1. REQUIRED: 22 UNITS * 1.5 SPACE PER ROOM = 33 SPACES
 - 1.2. PROVIDED: 38 SPACES
 2. CIVIC SPACE
 - 2.1. REQUIRED: 43315 SQFT * 0.05 = 2165.75 SQFT (1 SPACE PER 5000 SQFT) = 1 SPACE
- NOTES:**
1. WEST 7TH STREET IS CLASSIFIED AS A MINOR ARTERIAL.
 2. SOUTH BECKETT STREET IS CLASSIFIED AS A MAJOR LOCAL ROAD.
 3. WEST 8TH STREET IS CLASSIFIED AS A MINOR LOCAL ROAD.
 4. TOPOGRAPHIC AND BOUNDARY SURVEY INFORMATION PROVIDED BY T-SQUARE SURVEYING.

FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL # 471902095E OF MAURY COUNTY, TN DATED 04/16/2007.

OWNER OF RECORD
G M MANAGEMENT LLC.
P.O. BOX 371
COLUMBIA, TN 38402
MAP 1000, GROUP F, PARCEL 20.00
DEED BOOK 2043, PAGE 1216

APPLICANT
T-SQUARE ENGINEERING
111 SE PARKWAY COURT
FRANKLIN, TN 37064
615.678.8212

NO.	DATE	REVISIONS

CONCEPT PLAN
MAP 1000, GROUP F, PARCEL 20.00
MAURY COUNTY, TENNESSEE

PROJECT
24-1102

SHEET
C-2.0



7TH AND BECKETT



WASTEWATER DEPARTMENT

7 July 2025

Kelsey Magee
T-Square Engineering, Inc.
111 Southeast Parkway Court
Franklin, TN 37064

RE: 7th and Beckett, Columbia, TN 38401; Mixed-use development with 22 proposed condos and retail

Kelsey,

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.

A handwritten signature in blue ink, appearing to read "Donnie Boshers".

Donnie Boshers, Director
City of Columbia, TN
Wastewater Department



October 1, 2025

Ms. Kelsey Magee
T-Square Engineering
111 Southeast Parkway Court
Franklin, TN 37064
Sent via email: Kelsey.magee@t2-eng.com

RE: Water Availability Letter

Expires: 1/29/2026

7th and Beckett Condos - 22 Units
601 & 605 7th Street
Tax Map 100D Group F, Parcel 20.00
Columbia, TN

Dear Ms. Magee:

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 3-story mixed-use commercial & residential building with 22 units and 1,260 square foot of new commercial space. CPWS is able to provide domestic 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:

- Available fire flow capacity at the proposed development is 1,500 gpm.
- The above request translates to a 22.7 Single Family Unit (SFU) flow demand equivalent.
- Separate irrigation meters with backflow devices will be required to serve the proposed Project.
- If fire sprinkler systems are requested or required, separate fire meters with backflow devices will be required to serve the proposed Project.

- Service meter sizing will be determined during the design review process. Assumed meter sizes and number are included below for purposes of fee estimates:
 - One ¾" Irrigation Meter
 - One 1" Domestic Service Meter
 - One 4" Fire Service Meter

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 (including TDEC approval).

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.
 - Once CPWS approves the Construction Drawings for the proposed system improvements, Applicant will submit proposed improvements design to TDEC for review and approval.
 - CPWS will prepare hydraulic calculations and a Utility Approval Letter to accompany the plans submittal to TDEC.
- 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.*

New Water Service Fees	SFUs	Total
\$1,500 + 370 per SFU	22.7	\$9,899

- 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.
- If surety is provided in lieu of payment, meters are not ordered until fees are paid and may result in extended lead-times.
- 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
¾" Irrigation Meter Cost	1	\$540	\$540
1" Service Meter Cost	1	\$710	\$710
4" Fire Meter Cost	1	Current Price	Deferred
Current Impact Fee for ¾" Service Meter	1	\$5,500	\$5,500
Current Impact Fee for 1" Service Meter	1	\$9,200	\$9,200
Estimate of Fees Due Prior to Pre-Construction Meeting =			\$15,950

- 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: Greg Martin, GM Management
Bart Anderson, CPWS
File 25-026

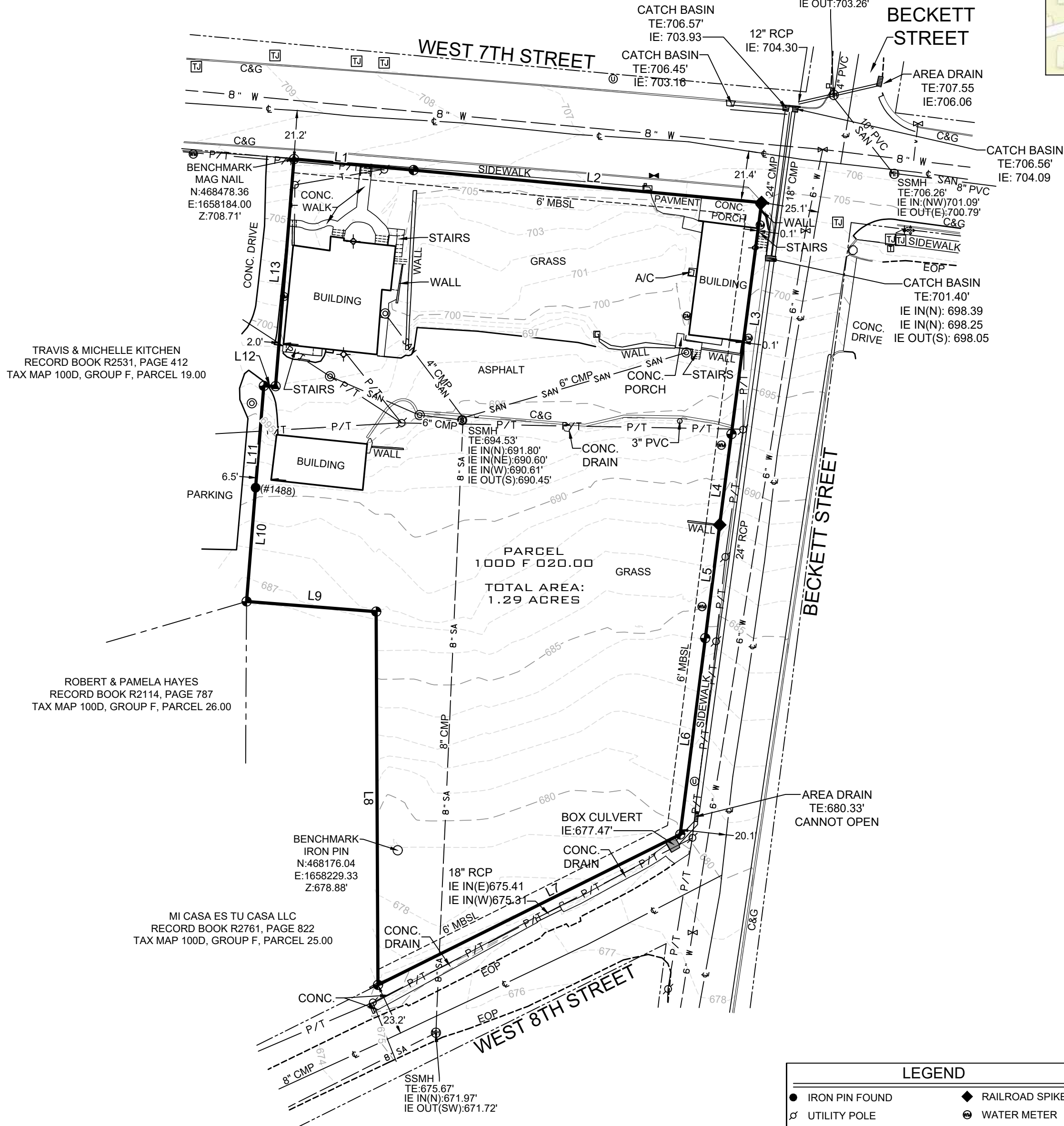
SCALE 1" = 40'



TN SPCS NAD 83



VICINITY MAP N.T.S.



TRAVIS & MICHELLE KITCHEN
RECORD BOOK R2531, PAGE 412
TAX MAP 100D, GROUP F, PARCEL 19.00

ROBERT & PAMELA HAYES
RECORD BOOK R2114, PAGE 787
TAX MAP 100D, GROUP F, PARCEL 26.00

MI CASA ES TU CASA LLC
RECORD BOOK R2761, PAGE 822
TAX MAP 100D, GROUP F, PARCEL 25.00

PARCEL
1000 F 020.00
TOTAL AREA:
1.29 ACRES

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

1. No portion of the described tract lies within Floodway, and is shown in the area Zone X as said tract shows on FEMA FIRM Map Number 47187C0220F on the Flood Insurance Rate Maps for City of Franklin, Tennessee (effective date September 29, 2006).

2. This survey was prepared from current deeds of record without benefit of facts and does not represent a title search or a guarantee of title, and is subject to any state of facts a current, full, or accurate search may reveal. No investigation of independent search for easements, encumbrances, restrictive covenants, or ownership title evidence has occurred. The surveyor reserves the right to revise any easement(s) not provided for or known of per the date of this survey.

3. The utility information shown hereon was taken from actual field evidence, utility agency records, or any other available evidence. Other utilities may exist and may not be shown, or may vary from where shown. No guarantee is expressed or implied in regard to the utility location shown hereon. The Owner(s) and Contractor(s) should assume responsibility to verify utility existence, size, location, depth and availability of service, and be solely responsible for contacting the utility location service prior to commencing construction.

4. Basis of bearings is based on the Tennessee State Plane Coordinate System 4100 Zone on the 1983 North American Datum (NAD83).

5. In Tennessee it is a requirement of the "Underground Utility Damage Prevent Act" that anyone who engages in excavation must notify all known underground utility owner(s) no less than three nor more than ten working days prior to the date of their intent to excavate and also to avoid any hazard or conflict. The Tennessee One Call telephone number is 1-800-351-1111. No utilities were called, nor marked for this project.

6. The field data was gathered on April 8th, 2025 using standard radial surveying techniques with an Electronic total station (Trimble S-5 robotic instrument) and data collector (Trimble TSC7 with Access Data Collection software) and/or using Global Positioning (GPS)(Trimble R12, R12).

LEGEND	
● IRON PIN FOUND	◆ RAILROAD SPIKE
⊕ UTILITY POLE	⊠ WATER METER
⊙ SPIGOT	⊞ MISCELLANEOUS GAS PIPE
⊙ ELECTRIC METER	⊞ MAIL BOX
⊙ STORM MANHOLE	⊞ TRAFFIC JUNCTION
⊙ MISCELLANEOUS UTILITY	⊞ P.K. NAIL
⊙ CLEAN OUT	⊞ LAMP POST
⊞ TRANSFORMER	⊞ GAS METER
⊞ WATER VALVE	⊞ SIGN
⊙ SANITARY SEWER MANHOLE	○ STOP SIGN
● IRON PIPE	
EOP = EDGE OF PAVEMENT	C&G = CURB & GUTTER
— C — CENTERLINE	— P/T — OVERHEAD POWER & TELEPHONE
— T — TELEPHONE LINE	— EOP — EDGE OF PAVEMENT
— SAN — SANITARY SEWER LINE	— W — WATER LINE

LINE	BEARING	DISTANCE
L1	S 84°40'31" E	52.53'
L2	S 84°40'52" E	152.96'
L3	S 07°25'15" W	102.12'
L4	S 07°20'30" W	40.04'
L5	S 07°13'51" W	50.01'
L6	S 07°17'57" W	86.48'
L7	S 03°31'30" W	147.69'
L8	N 00°16'19" W	163.31'
L9	N 85°32'08" W	56.86'
L10	N 04°34'25" E	49.92'
L11	N 04°33'30" E	44.66'
L12	S 88°41'34" E	5.13'
L13	N 04°38'52" E	99.68'

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

J. MARK CANTRELL, TN PLS# 1859



PROJECT
24-1102

SHEET
1 OF 1

BOUNDARY, AS-BUILT, & TOPOGRAPHICAL SURVEY:
GM MANAGEMENT, LLC
RECORD BOOK R2043, PAGE 1216
TAX MAP 100D, GROUP F,
PARCEL 20.00
PLAT BOOK 18, PAGES 96, 101, & 102
601 W 7TH ST
CITY OF COLUMBIA
MAURY COUNTY, TENNESSEE

T-SQUARE ENGINEERING
SURVEY DIVISION
111 SE PKWY COURT, FRANKLIN, TN. 37064

REVISIONS	
NO.	DATE

DATE:
08 APR 2025
SCALE:
1" = 40'
DRAWN BY:
IIC
REVIEWER:
CWM

WASTEWATER

TRAFFIC

SITE DEVELOPMENT

SURVEYING



T-SQUARE ENGINEERING

SITE DEVELOPMENT | TRAFFIC | WASTEWATER | SURVEYING

111 SE PARKWAY COURT
FRANKLIN, TN 37064
615.678.8212

WWW.T2-ENG.COM

City of Columbia
700 North Garden Street
Columbia, TN 38401

10/20/2025

RE: 7th & Beckett Rezoning

Staff:

We would like to formally request that the property at 601 & 605 W 7th Street, parcel ID 100D F 02000 000, be rezoned to CD-5 from CD-4.

The future land use plan shows this parcel to be classified as City Center Urban Village (CCUV), which has CD-5 listed as one of the Implementing Districts in the Connect Columbia plan.

CD-4 Zoning is described as the “General Urban Character District” and “consists of a medium density area that has a mix of Building Types and primarily Residential, Retail/Personal Service/Artisan, Office, Lodging, and Civic Uses”. The Zoning Ordinance continues to say “CD-4 is an appropriate District for the City Center Urban Village Future Land Use...”.

Please contact me with any questions or concerns.
Thank you,

Nathan McVey, PE, PMP

T-Square Engineering, Inc.

OFFICE: 615.678.8212

EMAIL: Nathan.mcvey@t2-eng.com

Archived: Tuesday, September 30, 2025 8:37:39 AM
From: [Tony Massey](#)
Sent: Tue, 30 Sep 2025 13:29:30 +0000Authentication
To: [Jennifer Jeter](#)
Cc: [Paul Keltner](#)
Subject: FW: [External - USE CAUTION] De Annexation Forms
Sensitivity: Normal

Please attach to the administration agenda item.
TM

From: Paul Keltner <PKeltner@Columbiatn.gov>
Sent: Tuesday, September 30, 2025 8:04 AM
To: Tony Massey <TMassey@Columbiatn.gov>; Brian McKelvy <BMckelvy@Columbiatn.gov>
Subject: FW: [External - USE CAUTION] De Annexation Forms

From: Justin Batt <justinbatt@gmail.com>
Sent: Wednesday, September 17, 2025 1:10 PM
To: Paul Keltner <PKeltner@Columbiatn.gov>; Brian McKelvy <BMckelvy@Columbiatn.gov>
Subject: Re: [External - USE CAUTION] De Annexation Forms

Paul,

I spoke with Brian McKelvy last night and he agreed to sponsor our request for de-annexation and add it to the council agenda. Apparently, the October agenda is already full, so this will be added to the November agenda. This is frustrating as we could have been included in the October agenda had we known what the process was. Brian requested that I put our request in writing, which you can find below for reference.

We have done our part to move this forward and have immediately met every request from the city. We have every intent to move forward with the application process and request that the meeting today be the first step.

September 17, 2025

City of Columbia
Mayor and City Council
700 North Garden Street
Columbia, TN 38401

Re: Request for De-Annexation of Properties on Darks Mill Road

Dear Mayor, City of Columbia Administrators and Members of the City Council,

We, the undersigned property owners—**the Batt family, the Dransfield family, and the Crouch family**—are writing to respectfully request de-annexation of our properties located on Darks Mill Road.

Our properties were annexed into the City of Columbia in 1989 as part of a Planned Unit Development (PUD). However, the proposed PUD was never fulfilled. For over three decades, we have continued to pay city property

taxes yet have not received any city services in return. The lack of services combined with the absence of the intended PUD has created a long-standing inequity for our families.

We believe that de-annexation is a fair and appropriate resolution under these circumstances. Councilman **Brian McKelvy** has reviewed our request and agreed to support it by placing it on the **November Council Agenda**.

We respectfully ask for your favorable consideration of this matter and for the City Council to approve our request for de-annexation.

Thank you for your attention and service to the citizens of Columbia.

Sincerely,

Justin Batt

Signed on behalf of the Batt's, Dransfield's and Crouch's

Best,

Justin

On Wed, Sep 17, 2025 at 8:12â€ AM Paul Keltner <PKeltner@columbiatn.gov> wrote:

Since this is not an official pre-application meeting, I will start the refund process, but you are more than welcome to stop by today.

From: Justin Batt <justinbatt@gmail.com>

Sent: Tuesday, September 16, 2025 5:45 PM

To: Paul Keltner <PKeltner@Columbiatn.gov>; Brian McKelvy <BMcKelvy@Columbiatn.gov>

Subject: Re: [External - USE CAUTION] De Annexation Forms

Paul,

Thanks for all of the due diligence and it is confusing! I've been working with Brian McKelvy on this and I'm confident he would be willing to bring it to council. (Brian I cc'd you, please share if you feel differently) Chaz is also well aware of the situation and would likely second the motion. If it's ok with you, I would still like to hold the meeting since it's scheduled and I paid \$225 to start the process. I have Kevin Dransfield and Ken Crouch coming as well and it would be helpful to make sure we have all of the information needed to move forward.

Best,

Justin

On Tue, Sep 16, 2025 at 5:36â€ PM Paul Keltner <PKeltner@columbiatn.gov> wrote:

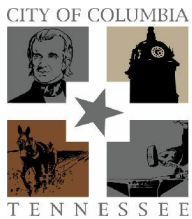
That is correct, to my knowledge, Columbia has never de-annexed a property. Mr. Burchell started a general process, but never submitted, so the request did not get legal review.

Because of that, we have been researching state law on the process to de-annex a parcel of land. After discussion with the City Attorney this afternoon to review our findings, it appears that only the legislative body can initiate this type of action. So it will take the city council to request this be an item of review, in which any councilperson or mayor could request.

Should that occur, you could then submit the legal description and de-annexation form.

Sorry for the confusion on this, but it's a rare occurrence in the state. I don't believe we have a reason to meet tomorrow, at least until we have some movement from the council to start the process of placing it on the agenda.

Please let me know if you have any questions,



Paul Keltner, AICP
Development Services Director
931-560-1560

From: Justin Batt <justinbatt@gmail.com>
Sent: Tuesday, September 16, 2025 5:04 PM
To: Paul Keltner <PKeltner@Columbiatn.gov>
Subject: RE: [External - USE CAUTION] De Annexation Forms

Hi Paul,

This is the first time the city has de-annexed a property? We requested de-annexation multiple times through you in the past using the form you provided and I attached in the previous email. I'm already a registered user on the site. See you tomorrow.

Best,

Justin

Justin Batt
Faith Forward Leader | Husband & Father x4 | Publisher | Fatherhood Disruptor | Farmer | Spartan Racer | TEDx Speaker | Author
704-607-2508
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On Tue, Sep 16, 2025 at 14:41 PM Paul Keltner wrote:

Justin,

Since this is the first time for a de-annexation, the case planner will highlight the needed documents and submittal process. You could go ahead and register your account at <https://columbia.onlama.com/>.

From: Justin Batt <justinbatt@gmail.com>
Sent: Friday, September 12, 2025 8:54 AM
To: Paul Keltner <PKeltner@Columbiatn.gov>; KEVIN DRANSFIELD <dransfieldk@bellsouth.net>; kennethecrouch@gmail.com; Brian McKelvy <BMcKelvy@Columbiatn.gov>
Subject: Re: [External - USE CAUTION] De Annexation Forms

Paul,

Thanks for your response and this seems to be a much more formal process than the last time we applied for de-annexation. I scheduled a meeting for next Wednesday, September 17th at 2pm and invited Kevin Dransfield and Ken Crouch who are also requesting de-annexation of their properties on Darks Mill Rd. Councilman Brian McKelvy has been very helpful throughout this process and I included him in this message in case he would also like to attend. Can you provide a list of the required documents in advance of the meeting to help us be more efficient in the process? Please let me know if there is anything you need from us before the meeting.

Best,

Justin

On Thu, Sep 11, 2025 at 10:26â€ AM Paul Keltner <PKeltner@columbiatn.gov> wrote:

Justin,

The first step is a pre-application meeting with staff so they we can explain the process and the needed documents. The meeting can be scheduled from the cityâ€™s [website](#). This will help with incomplete submissions that delay the request. After that meeting, you can follow the Planning Commission [schedule](#) for submission.

From: Justin Batt <justinbatt@gmail.com>
Sent: Tuesday, September 9, 2025 1:02 PM
To: Paul Keltner <PKeltner@Columbiatn.gov>
Subject: [External - USE CAUTION] De Annexation Forms

Paul,

I found the de annexation form we used a few years ago. If this isn't the correct form, please share the new one. I included requests for the main property as well as the front 5 acres that we purchased from Todd Burchell.

I look forward to next steps.

Best,

Justin

--

Justin Batt

Faith Forward Leader | Husband & Father x4 | Publisher | Fatherhood Disruptor | Farmer | Spartan Racer | TEDx Speaker | Author
704-607-2508

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Justin Batt

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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.

B1.8 Attorney Fees and Other Expenses

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

B1.9 Agreement Not Assignable

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

B1.10 Revocation and Interpretation

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

B1.11 No Oral Agreement

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

B1.12 Separability

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

B 1.13 Transferability

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

B1.14 Indemnity

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

B1.15 Binding Effect

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

B1.16 Entire Agreement

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

B1.17 Headings

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

B2 Performance Surety

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

B3 Construction

B3.1 Construction Plans

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

B3.2 Commencement of Construction

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

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

B3.3 Site Grading

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

B3.4 Storm Water Management Systems

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

B3.5 Street Construction

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

B3.6 Time Period for Construction

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

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

B3.7 Off-Site Improvements

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

B3.9 Inspection and Compliance

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

B3.10 Testing

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

B3.11 Scrap Removal

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

B3.12 Traffic Control

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

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

B3.13 Temporary Facilities

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

B4 Acceptance of Improvements

B4.1 Completion of Improvements

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

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

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

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



B4.3 Acceptance of Facilities

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

B4.4 Failure to Install

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

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

<u>Williamsport Townhomes - Phase 2A, Section 1</u> PROJECT	
<i>Completed by the Developer</i>	<i>Completed by the City</i>
_____ Gary Martin	
DEVELOPER NAME	
_____ Gary Martin	
AUTHORIZED AGENT NAME	_____ CITY ENGINEER
<small>DocuSigned by:</small>  _____ SIGNATURE	_____ SIGNATURE
_____ 09-08-2025 16:36:12 CDT	_____ DATE
DATE	
_____ 1081 Cranford Hollow Road	
STREET	
_____ Columbia, TN 38401	
CITY, STATE, ZIP	
_____ 615-812-2147	
PHONE	
_____ gary@martinengrg.com	
EMAIL	
<i>Attest</i>	<i>Attest</i>
_____ Davide Tocci, P.E.	_____ ATTEST NAME
ATTEST NAME	_____ ATTEST SIGNATURE
 _____ ATTEST SIGNATURE	_____ ATTEST SIGNATURE
_____ July 21, 2025	_____ DATE
DATE	