



The Columbia Planning Commission Development Review Committee will meet on Tuesday, February 13, 2024 at 10:00 AM in Conference Room A, basement level, City Hall, to consider the following:

I. Items For Review

1. Request from T-Square Engineering for Final Plat approval with surety of Summit at Carter's West Phase 1 consisting of 38 lots off [Cleburne Road](#).

Documents:

1. 24-0009_Final Plat_20240110
 2. 24-0009_SW Agreement
 3. 24-0009_Development Agreement
 4. 24-0009_Application
2. Request from TKC Architecture and Engineering LLC for Final Plat approval for a revision to Open Space in Bear Creek Overlook Phase 1 off [Merkel Road](#).

Documents:

1. 24-0025_Final Plat_20240115
 2. 24-0025_Final Plat recorded_2022
 3. 24-0025_Development Agreement
 4. 24-0025_Project Letter
 5. 24-0025_Application
3. Request from Corey Nelsen to Rezone properties at [West 12th and Haley Streets, being Tax Map 100E Group F Parcels 25, 25.01, 25.02, and 25.03](#), from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Documents:

1. 24-0026_Concept Plan
 2. 24-0026_Water Availability Letter - 20240115
 3. 24-0026_Water Service Application
 4. 24-0026_Hydrant Analysis Report
 5. 24-0026_Fire Flow
 6. 24-0026_Legal Description
 7. 24-0026_Submittal Letter
 8. 24-0026_Application
4. Request from Josh Rowland for Annexation with Plan of Services, a future land use designation amendment from Rural Countryside to Suburban Neighborhood and Zoning to CD-3 (Neighborhood Character District) for 55 acres at [1748, 1768, 1770 and 1774 Bear Creek Pike, being Tax Map 72 Parcels 54, 54.01 and 54.02.](#)

Documents:

1. 24-0031_Concept Plan_01-16-2024
2. 24-0031_Preliminary Sewer Option
3. 24-0031_Water Availability Letter_20240115
4. 24-0031_Bowman Fire Flow
5. 24-0031_Permission Forms
6. 24-0031_Legal Descriptions
7. 24-0031_Bowman Farms Proposed Rezoning Map
8. 24-0031_Application

DOCUMENT PREPARED BY:

Name: Alexander Mollica
Company: Crunk Engineering
Address: 7112 Crossroads Blvd.
Brentwood, TN 37027

After recording return copy to City of Columbia, Development Services

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

Map & Parcel Number: Map 041, Parcel 15.50
Project Name: Summit at Carter's Station - Phase 1

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

THIS AGREEMENT, made this 5 day of August, 2023, by and between
Pulte Homes Tennessee Limited Partnership 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 JEREMY BROOKS

Title DIR. LAND

Signature [Signature]

Owner PULTE HOMES TENNESSEE LIMITED PARTNERSHIP

Address 100 WESTWOOD PL

SUITE #100

City, State ZIP BRENTWOOD, TN 37027

STATE OF Tennessee
COUNTY OF Davidson

Before me, Kimberly Maynard of the state and county mentioned, personally appeared Jeremy Brooks, 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 11th day of September, 20 23.

Kimberly Maynard
Notary Public

My Commission Expires: 9-8-2025



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: _____



Post Construction Long Term Maintenance Plan

Project Name: Summit at Carter's Station North – Phase 1

Columbia, TN

September 5, 2023

Table of Contents

Section Name

System Description

Maintenance Procedures

System Description

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

- There is one stormwater detention ponds sized to detain through the 100 year peak event. The orifice is designed to contain the first flush, 1 inch, for 24 hour.
- 419 feet of grass lined open channel.
- 172 feet of 36 in ADS pipe, 569 feet 30 in ADS pipe, 266 feet of 24 in ADS pipe, 1,098 feet of 18 in ADS pipe, 278 feet of 15 in ADS pipe, 563 feet of 12 in ADS pipe and 39 storm inlets.

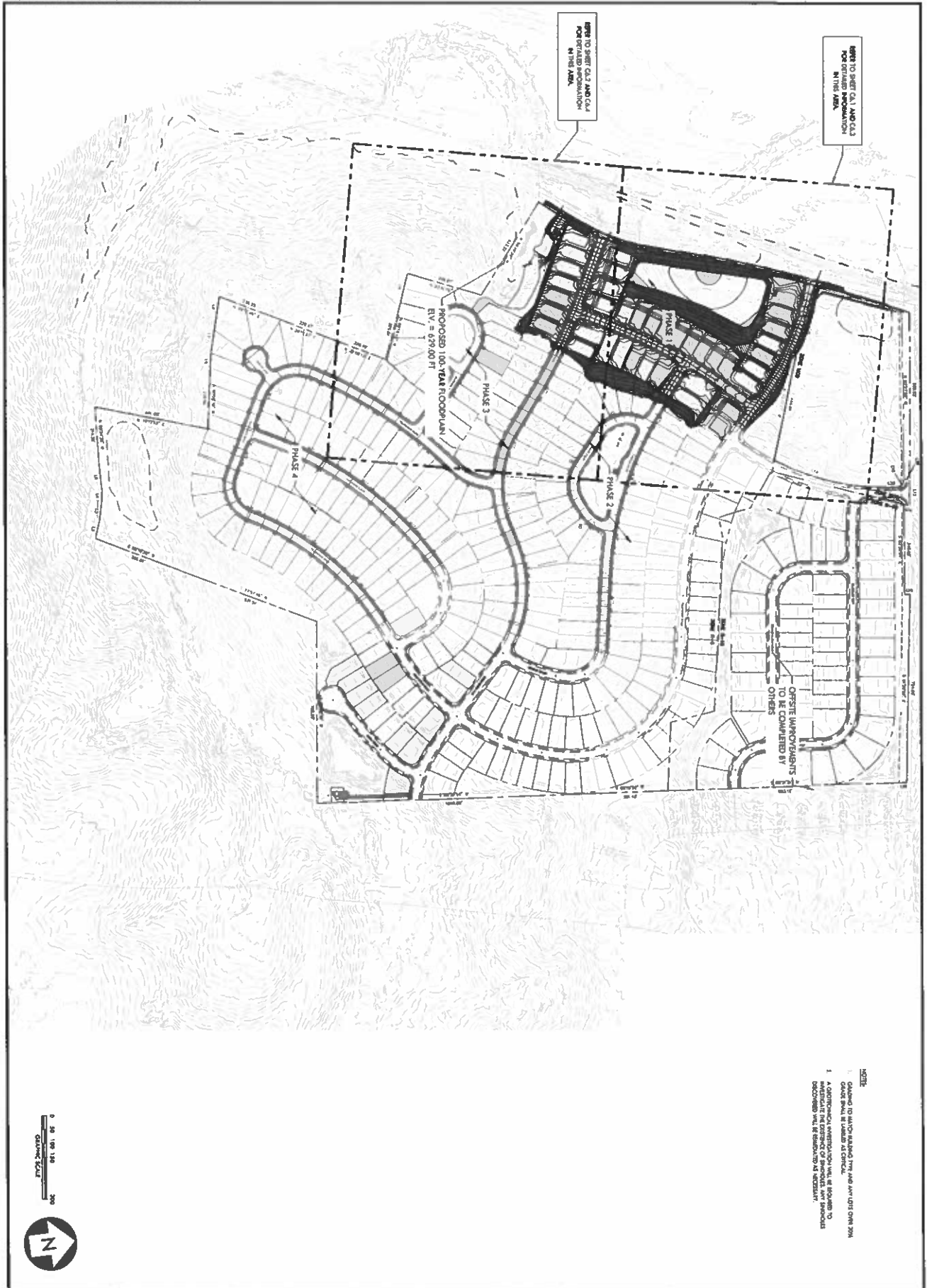
Upon completion of the site construction, 'Record Drawings' in a version not less than AutoCAD 2006 LT (NAD83, NAVD88) of the stormwater controls will be provided to the City of Columbia for verification.

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

Maintenance Procedures

1. STORMWATER DETENTION PONDS

- a. The outlet structures shall be checked regularly for clogging and shall be cleaned and repaired as necessary---monthly after it is first built then a regular sequence should be established or at least quarterly or after a large rain event.
 - b. Check banks and bottom surface of basins for erosion and correct as necessary.
 - c. Check at least quarterly and after each extreme storm event, the facility should be cleaned of accumulated debris. The banks of surface ponds should be checked and areas of erosion repaired. Remove nuisance wetland species and take appropriate measures to control mosquitos.
 - d. This maintenance typically includes sediment, floatable, and debris removal from inlets, outlets and skimmers.
 - e. Pond vegetation to be trimmed or harvested as appropriate, grassy areas, frequently mowed. Grass should be mowed so that it does not get over 12.
 - f. Remove sediment when accumulation reached 6 inches, or if re-suspension is observed or probable.
 - g. Some sediment may contain contaminants which the Tennessee Department of Environment and Conservation (TDEC) requires special disposal procedure. If there is any uncertainty about what the sediment contains or it is known to contain contaminants, then TDEC should be consulted and their disposal recommendations followed. The TDEC Division of Water Pollution Control should be contacted at (931) 380-3371. Generally, special attention or sampling should be given to sediment accumulated in facilities serving industrial, manufacturing or heavy commercial sites, Page 2 of 4 Rev. 9/26/2016 fueling centers or automotive maintenance areas, large parking areas, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
 - h. Some sediment collected may be innocuous (free of pollutants) and can be used as fill material, cover or land spreading. It is important that this material not be placed in any way that will promote or allow re-suspension in storm runoff.
- 2. 172 feet of 36 in ADS pipe, 569 feet 30 in ADS pipe, 266 feet of 24 in ADS pipe, 1,098 feet of 18 in ADS pipe, 278 feet of 15 in ADS pipe, 563 feet of 12 in ADS pipe and 39 storm inlets.**
- a. These structures will be inspected and cleaned quarterly to ensure pipes and drain inlets do not fill with sediment or trash.



NOTES:
 1. GRADING TO MATCH SURROUNDING TYPICAL AND ADJACENT OWNERS.
 2. GRADE SHALL BE DETERMINED AS CRITICAL.
 3. A GEOTECHNICAL INVESTIGATION SHALL BE REQUIRED TO DETERMINE THE NECESSITY OF REMEDIATION AS NECESSARY.

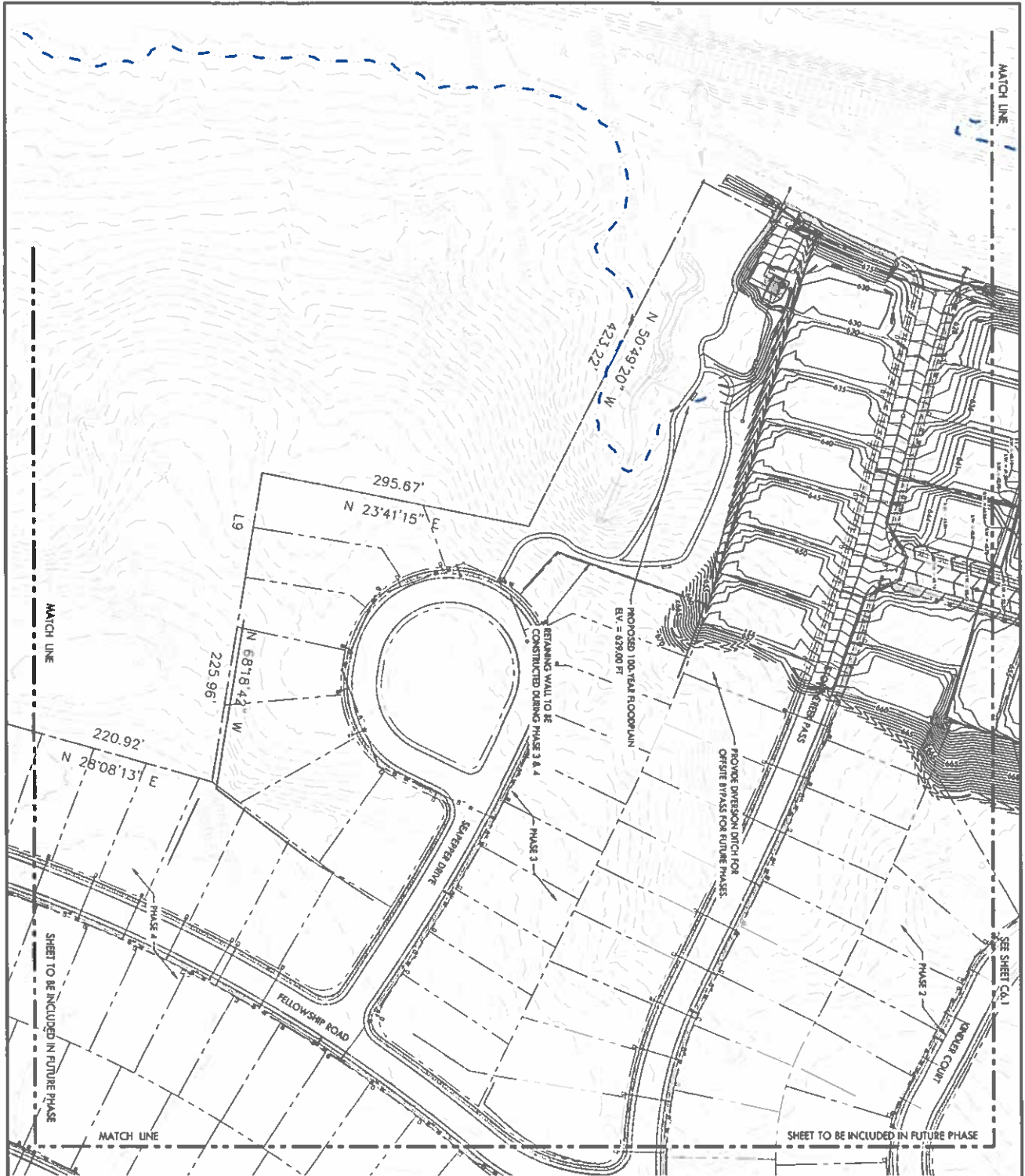
C6.0
 OVERALL GRADING
 & DRAINAGE PLAN

REVISIONS	
No.	DATE
1	11/29/22
2	1/4/23
3	2/21/23
4	4/18/23
5	6/8/23
6	6/19/23

SUMMIT AT CARTERS STATION NORTH
PHASE 1 - CONTRACTOR SET
 CARTERS CREEK STATION ROAD
 MAURY COUNTY, TENNESSEE



CRUNK ENGINEERING LLC
 7112 CROSSROADS BOULEVARD
 SUITE 201
 BENTWOOD, TN 37027
 (615) 873-1795
 WWW.CRUNKENG.COM



REVISIONS

No.	DATE
1	11/29/22
2	1/4/23
3	2/21/23
4	4/28/23
5	6/8/23
6	6/19/23

02/27/23 21027

SUMMIT AT CARTERS STATION NORTH
PHASE 1 - CONTRACTOR SET

CARTERS CREEK STATION ROAD
 MAURY COUNTY, TENNESSEE

CRUNK ENGINEERING LLC
 7112 CROSSROADS BOULEVARD
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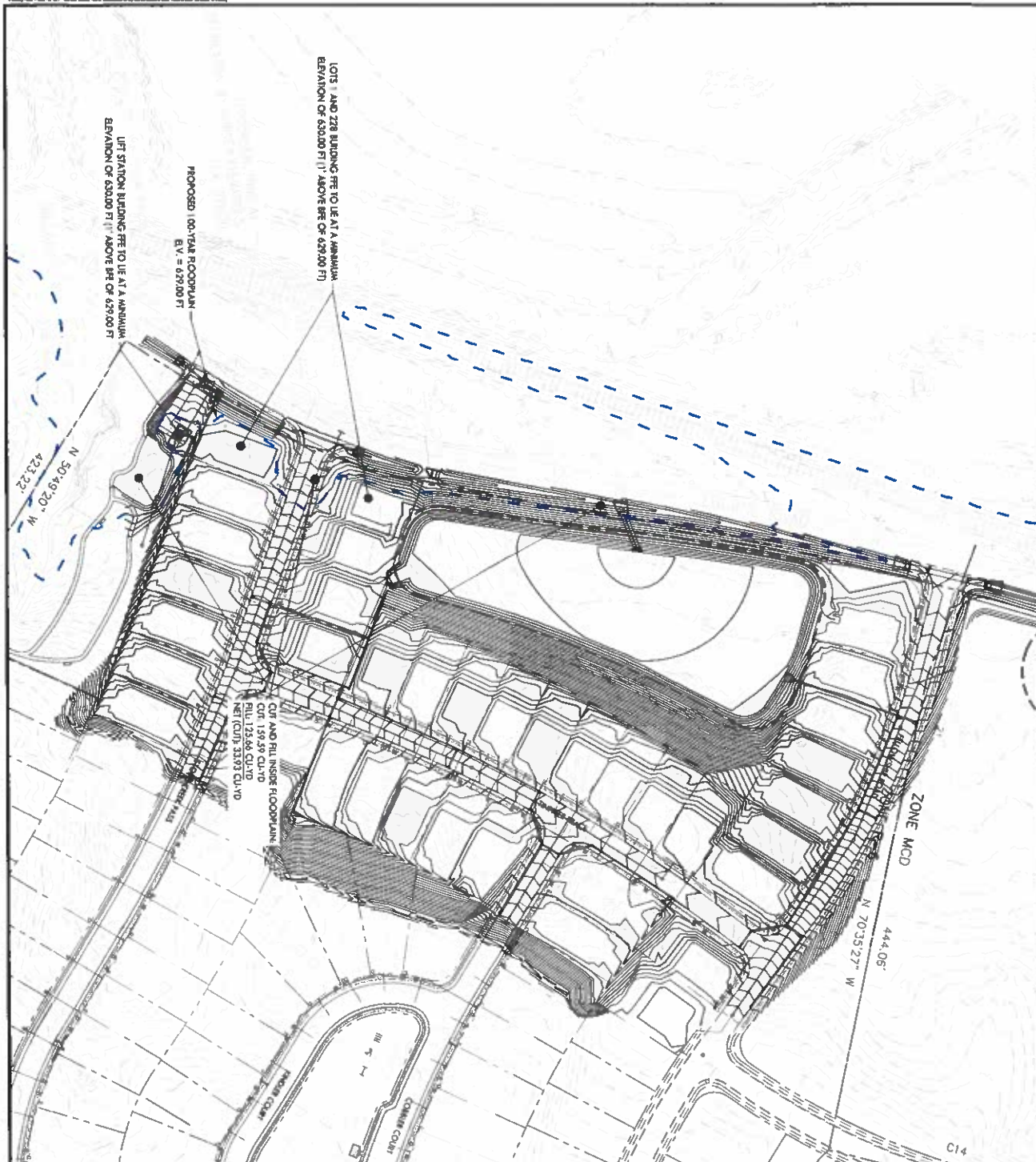
Grading Plan

C6.2

Grading Plan

Grading Plan

Grading Plan



- NOTES
1. CHANGING TO MATCH EXISTING TYPED AND AMT LOTS OVER 200.
 2. CHANGING TO MATCH EXISTING TYPED AND AMT LOTS OVER 200.
 3. A GEOTECHNICAL INVESTIGATION WILL BE REQUIRED TO DETERMINE THE NECESSITY FOR FOUNDATION DESIGN. FOUNDATION DESIGN WILL BE BASED ON THE RESULTS OF THE INVESTIGATION.



C6.3
FLOODPLAIN
EARTHWORKS
EXHIBIT

REVISIONS	
No.	DATE
1	11/29/22
2	1/4/23
3	2/21/23
4	4/28/23
5	6/8/23
6	6/19/23

SUMMIT AT CARTERS STATION NORTH PHASE 1 - CONTRACTOR SET

CARTERS CREEK STATION ROAD
MAURY COUNTY, TENNESSEE



CRUNK ENGINEERING LLC
2112 CROSSROADS BOULEVARD
SUITE 201
BENTWOOD, TN 37027
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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

Pulte Homes Tennessee Limited Partnership, 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.

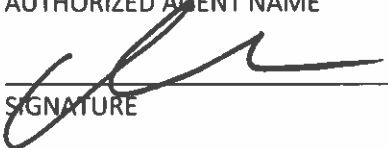
B4.3 Acceptance of Facilities

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>Summit at Carter's West, Phase 1</u>	
PROJECT	
<i>Completed by the Developer</i>	<i>Completed by the City</i>
<u>Pulte Homes Tennessee Limited Partnership</u>	
DEVELOPER NAME	
<u>JEREMY BROOKS</u>	
AUTHORIZED AGENT NAME	CITY ENGINEER
	
SIGNATURE	SIGNATURE
<u>09-12-23</u>	
DATE	DATE
<u>100 WESTWOOD PL, SUITE #100</u>	
STREET	
<u>BRENTWOOD, TN 37027</u>	
CITY, STATE, ZIP	
<u>628-867-8449</u>	
PHONE	
<u>JEREMY.BROOKS@PULTEGROUP.COM</u>	
EMAIL	
Attest	Attest
<u>Kimberly Maynard</u>	
ATTEST NAME	ATTEST NAME
	
ATTEST SIGNATURE	ATTEST SIGNATURE
<u>9-12-23</u>	
DATE	DATE



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

Fold hard copy submittals larger than 8½" x 11"

ADDRESS/LOCATION	Carter's Creek Station Road, Columbia, TN		
	TAX MAP: 41	GROUP:	PARCEL: 15.50
SUMMARY OF NATURE OF REQUEST AND WORK	This application is to approve the final plat for phases of Summit at Carter's West, Phase 1.		

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

SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☒ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Multi-Family Site Plan ☐ Other: <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	Annexations/Rezoning/PUD's: ☐ Written Legal Description copy ☐ Requested Zone Listed ☐ Compliance with Comprehensive Plan ☐ Annexation Permission Form ☐ Plans and/or Plats conforming to City standards with check list completed ☐ Columbia Water System Availability Letter Plats/PUDs: ☒ Project Name (include Sections & Phases) Summit at Carter's West, Phase 1 ☒ Total Number of Lots 38 ☒ Total acreage 15 AC

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

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

APPLICANT

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

NAME	T-Square Engineering	PHONE	615.678.8212
ADDRESS	1329 West Main St., Franklin, TN 37064	EMAIL	Allison.Corolla@T2-Eng.com

PROPERTY OWNER NAME	Pulte Homes Tennessee Limited Partnership	PHONE	629.867.8449
ADDRESS	100 Westwood Place, Suite 100 Brentwood, TN 37027	EMAIL	Jeremy.Brooks@PulteGroup.com

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

Allison Corolla

APPLICANT NAME

Allison Corolla

APPLICANT SIGNATURE

9/18/2023

DATE

PULTE HOMES TENNESSEE LIMITED
(JEREMY BROOKS) PARTNERSHIP

PROPERTY OWNER NAME



PROPERTY OWNER SIGNATURE

09/18/23

DATE

STAFF USE ONLY

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

PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO CREATE 30 RESIDENTIAL LOTS, AND TO DEDICATE OPEN SPACE AREAS.

Surveyor's Notes

- 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 Regulations as interpreted and regulated by the Department of Development Services.
- This property currently identified as a portion of Parcel Number 053.00 per Tax Map No. 72.
- Deed reference: Record Book R2704, Page 868, Register's Office of Maury County, Tennessee.
- Bearings based on: Tennessee State Plane, as determined by GPS observation.
- 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.
- Total area of property surveyed is 12.49 Acres ±.
- New Right-Of-Way dedication: 2.10 Acres ±.
- There is a 10 foot easement on property lines parallel to the public road for public utility and drainage easements. Additional requirements may apply based on actual field conditions.
- Subject property does not lie in a FEMA/FIRM "Special Flood Hazard Area" as shown on Map 47119C0195E dated April 16, 2007.
- Unless otherwise noted, all lot corners are marked with iron rods.

Utility Notes

Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the "Inspection and Maintenance Agreement of Private Stormwater Management Facilities" as recorded in Record Book _____, pages _____ in the Register's Office of Maury County, Tennessee.

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number 82204, Page 868, Maury County Register's 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 _____, 2024 _____

Title (CHR Land, LLC.)

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief that this is a true and accurate survey of the property shown hereon; that this is a Class "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.

Date _____, 2024 _____
Registered Land Surveyor
BOBBY G. MOORE, RLS
TENNESSEE RLS NO. 1039

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Final Plat - Bear Creek Overlook - Phase 1" 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 _____, 2024 _____
Superintendent, Columbia Water System

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities designated in Bear Creek Overlook - Phase 1 have been installed in accordance with City specifications, or a performance bond in the amount of \$_____ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

Date _____, 2024 _____
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 Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

Secretary, Planning Commission _____ Date _____
Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by Maury County E-911, _____
Date _____, 2024 _____
Maury County E-911

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has 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 _____, 2024 _____
Superintendent, Columbia Wastewater System

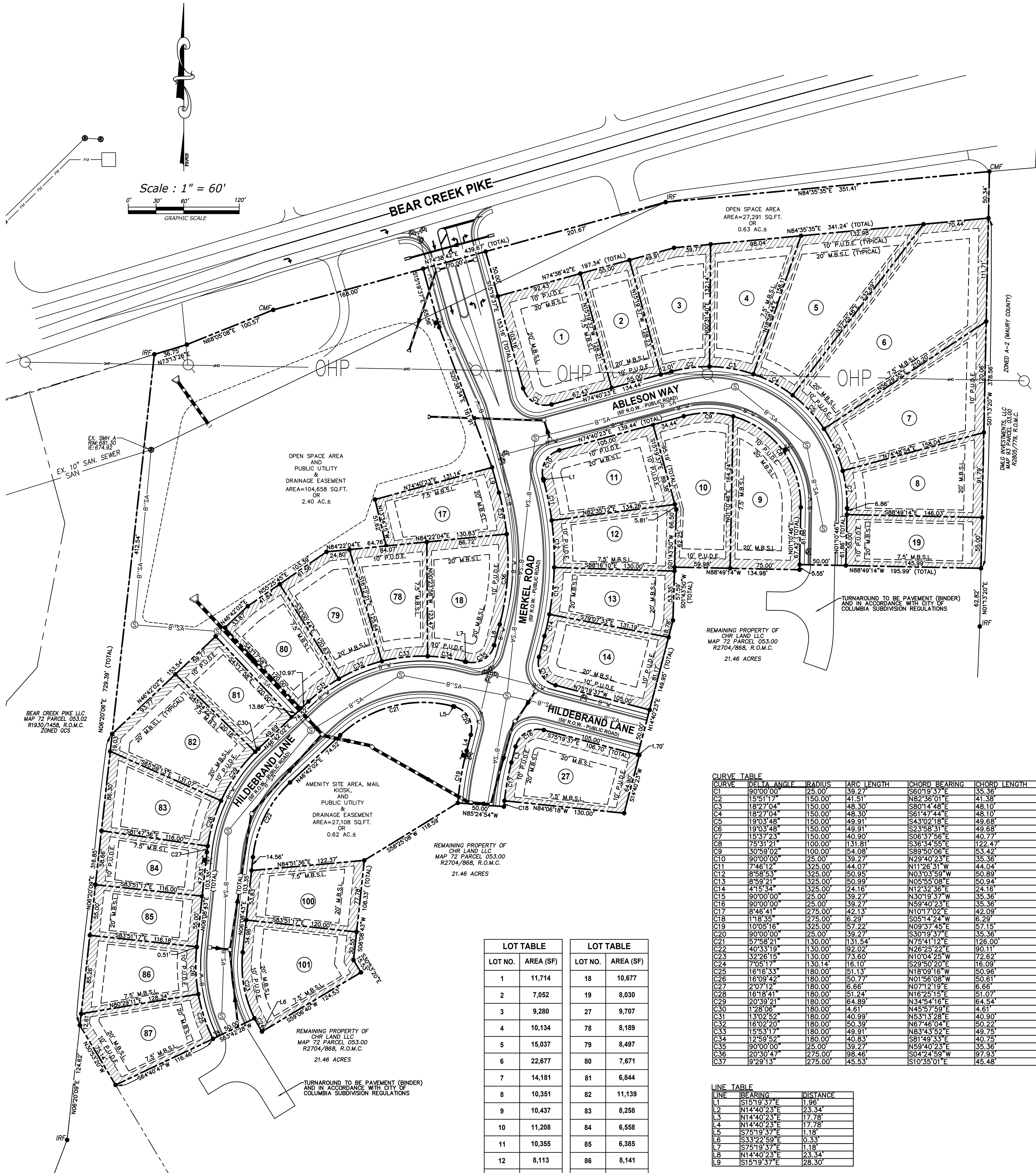
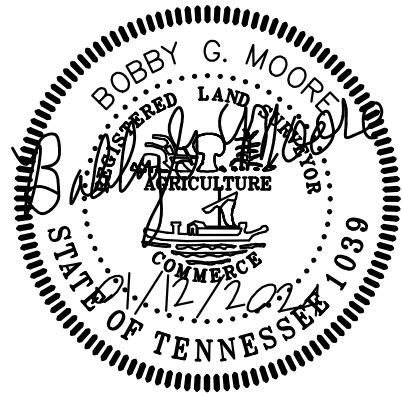
Certificate of Compliance

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

City Engineer _____ Date _____
Columbia, Tennessee

Owner:

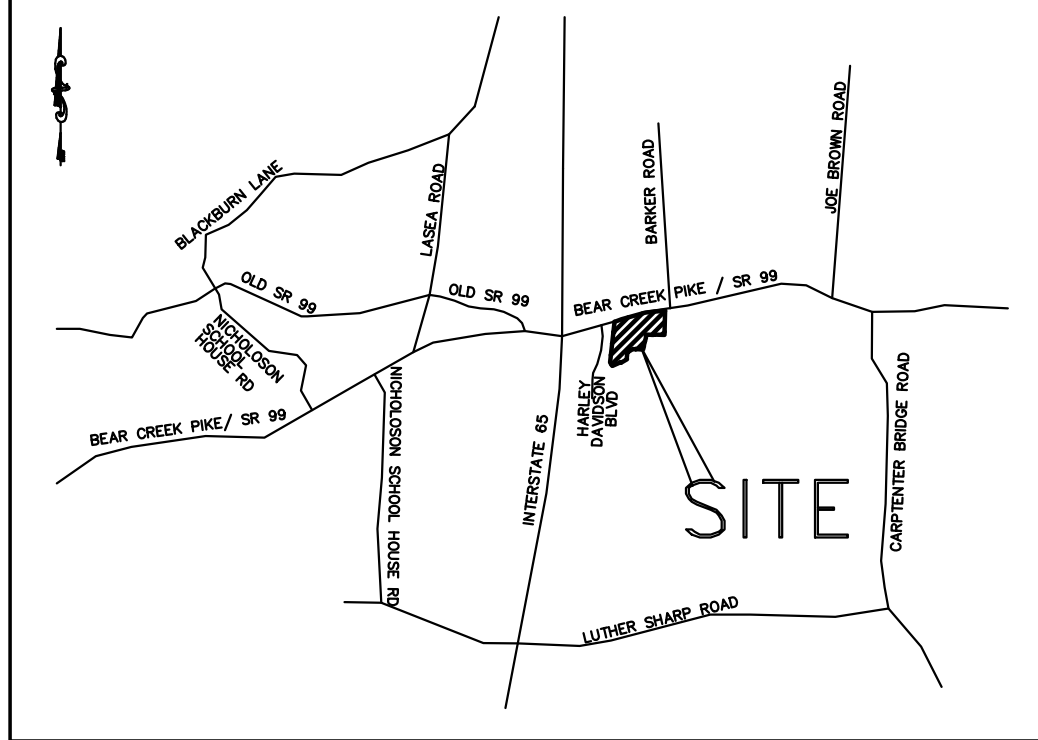
CHR LAND, LLC
1081 CRANFORD HOLLOW ROAD
COLUMBIA, TN 38401



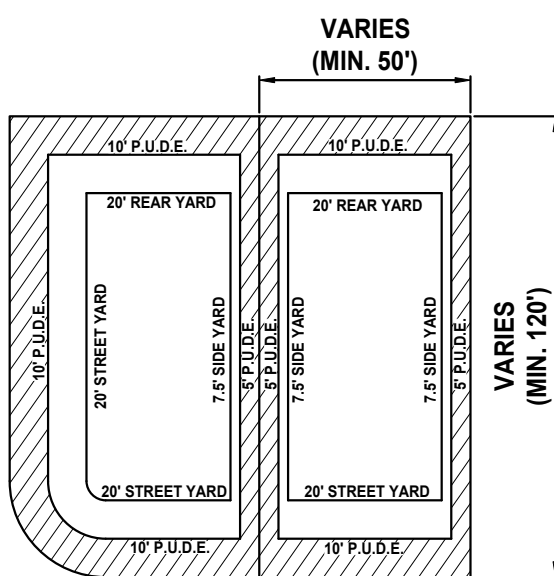
LOT TABLE		LOT TABLE	
LOT NO.	AREA (SF)	LOT NO.	AREA (SF)
1	11,714	18	10,677
2	7,052	19	8,030
3	9,280	27	9,707
4	10,134	78	8,189
5	15,037	79	8,497
6	22,677	80	7,671
7	14,181	81	6,844
8	10,351	82	11,139
9	10,437	83	8,268
10	11,208	84	6,558
11	10,355	85	6,385
12	8,113	86	8,141
13	8,064	87	8,438
14	9,864	100	7,897
17	8,254	101	10,401

CURVE	CHORD ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	25.00'	39.27'	S60°19'37"E	35.36'
C2	15°51'17"	150.00'	41.51'	N82°56'01"E	41.38'
C3	18°27'04"	150.00'	48.30'	S80°14'48"E	48.10'
C4	18°27'04"	150.00'	48.30'	S61°47'44"E	48.10'
C5	19°03'48"	150.00'	49.91'	S43°02'18"E	49.68'
C6	19°03'48"	150.00'	49.91'	S23°58'31"E	49.68'
C7	15°57'23"	100.00'	40.90'	S06°37'56"E	40.77'
C8	12°57'21"	100.00'	131.81'	S36°14'55"E	172.47'
C9	30°59'02"	100.00'	54.08'	S89°50'06"E	53.42'
C10	90°00'00"	25.00'	39.27'	N29°40'23"E	35.36'
C11	7°46'12"	325.00'	44.07'	N11°28'31"W	44.04'
C12	8°58'53"	325.00'	50.95'	N03°03'59"W	50.89'
C13	8°59'21"	325.00'	50.99'	N05°55'08"E	50.94'
C14	41°53'34"	325.00'	24.16'	N12°32'38"E	24.16'
C15	90°00'00"	25.00'	39.27'	N30°18'37"W	35.36'
C16	90°00'00"	25.00'	39.27'	N59°40'23"E	35.36'
C17	8°48'41"	275.00'	42.13'	N01°17'02"E	42.09'
C18	11°18'35"	275.00'	6.29'	S05°14'24"W	6.29'
C19	10°05'16"	325.00'	57.22'	N09°37'45"E	57.15'
C20	90°00'00"	25.00'	39.27'	S30°19'37"E	35.36'
C21	57°58'21"	130.00'	131.54'	N75°41'12"E	126.00'
C22	40°53'19"	130.00'	92.02'	N26°25'22"E	90.11'
C23	32°26'15"	130.00'	73.60'	N10°04'25"W	72.62'
C24	7°05'17"	130.14'	16.10'	S29°50'20"E	16.09'
C25	16°16'53"	180.00'	51.13'	N18°09'16"W	50.96'
C26	18°08'42"	180.00'	50.77'	N07°56'08"W	50.61'
C27	2°07'12"	180.00'	6.66'	N07°12'19"E	6.66'
C28	16°18'41"	180.00'	51.24'	N16°25'15"E	51.07'
C29	18°03'59"	180.00'	64.89'	N34°54'16"E	64.54'
C30	12°28'06"	180.00'	4.61'	N45°57'59"E	4.61'
C31	13°02'52"	180.00'	40.99'	N53°13'28"E	40.90'
C32	16°05'40"	180.00'	50.39'	N67°46'04"E	50.22'
C33	15°53'77"	180.00'	49.91'	N83°43'59"E	49.75'
C34	12°59'52"	180.00'	40.83'	S81°49'33"E	40.75'
C35	90°00'00"	25.00'	39.27'	N59°40'23"E	35.36'
C36	20°30'47"	275.00'	99.429'	S17°22'59"W	97.93'
C37	9°29'13"	275.00'	45.53'	S10°35'01"E	45.48'

LINE	BEARING	DISTANCE
L1	S15°19'37"E	1.96'
L2	N14°40'23"E	23.34'
L3	S15°19'37"E	17.78'
L4	N14°40'23"E	17.78'
L5	S75°19'37"E	1.18'
L6	S33°22'59"E	0.33'
L7	S75°19'37"E	1.18'
L8	N14°40'23"E	23.34'
L9	S15°19'37"E	28.30'



VICINITY MAP
NOT TO SCALE



TYPICAL LOT CONFIGURATION
FOR LOTS 1-14, 17-19, 27, 78-87, & 100-101
P.U.D.E.=PUBLIC UTILITY AND
DRAINAGE EASEMENT
P.U.D.E.

LEGEND

- These standard symbols will be found in the drawing.
- STORM LINE
 - SA SANITARY SEWER LINE
 - WATER LINE
 - FIRE HYDRANT COMPLETE ASSEMBLY
 - WATER METER VAULT
 - BUILDING SETBACK
 - EASEMENT
 - PROPERTY LINE
 - IRON ROD (SET) (UNLESS OTHERWISE NOTED)
 - IRON ROD (FOUND)
 - CONCRETE MONUMENT (FOUND)

Final Plat

Bear Creek Overlook - Phase 1

3rd CIVIL DISTRICT OF MAURY COUNTY, TN
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

SHEET 1 OF 1

TAX MAP 72, P/O PARCEL 53.00
ZONED: MRC

SCALE: 1"= 60'
AREA: 12.49 ACRES±
DATE: JANUARY 12, 2024

H & H LAND
SURVEYING, INC.

612A FITZHUGH BOULEVARD
SMYRNA, TENNESSEE 37167
(615) 831-0756 (FAX) 355-6928
H & H Project No. 2022-0379

PURPOSE NOTE

THE PURPOSE OF THIS PLAT IS TO CREATE 30 RESIDENTIAL LOTS, AND TO DEDICATE OPEN SPACE AREAS.

Surveyor's Notes

- 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 Regulations as interpreted and regulated by the Department of Development Services.
- This property currently identified as a portion of Parcel Number 053.00 per Tax Map No. 72.
- Deed reference: Record Book R2704, Page 868, Register's Office of Maury County, Tennessee.
- Bearings based on: Tennessee State Plane, as determined by GPS observation.
- 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.
- Total area of property surveyed is 12.49 Acres ±.
- New Right-Of-Way dedication: 2.10 Acres ±.
- There is a 10 foot easement on property lines parallel to the public road for public utility and drainage easements. Additional requirements may apply based on actual field conditions. Public Utility and Drainage Easements (PUDE) shall be required, 5 feet in width on all interior lot lines.
- Subject property does not lie in a FEMA/FIRM "Special Flood Hazard Area" as shown on Map 47119C0195E dated April 16, 2007.
- Unless otherwise noted, all lot corners are marked with iron rods.

Utility Notes

Stormwater appurtenances as depicted on this Final Plat shall be maintained as directed in the "Inspection and Maintenance Agreement of Private Stormwater Management Facilities" as recorded in Record Book _____ pages _____ in the Register's Office of Maury County, Tennessee.

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number R2704, Page 868, Maury County Register's 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.

9/28/2022 Date
Title (CHR Land, LLC.)

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief that this is a true and accurate survey of the property shown hereon; that this is a Class "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.

6/30/2022 Date
Registered Land Surveyor
BOBBY G. MOORE, RLS
TENNESSEE RLS NO. 1039

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled "Bear Creek Overlook - Phase 1" 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.

9/26/2022 Date
Superintendent, Columbia Water System

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities designated in Bear Creek Overlook - Phase 1 have been installed in accordance with City specifications, or a performance bond in the amount of \$203,000 for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

9/27/2022 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 Columbia Subdivision Regulations, with the exceptions of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

9/29/2022 Date
Secretary, Planning Commission
Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by Maury County E-911, 9/28/2022 Date
Maury County E-911

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has 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.

09/27/2022 Date
Superintendent, Columbia Wastewater System

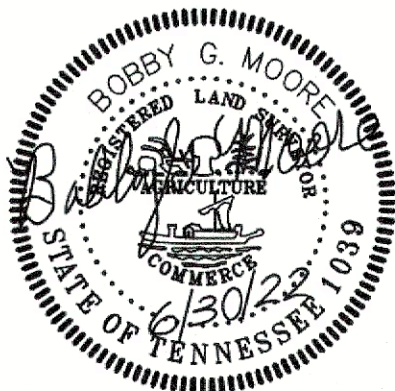
Certificate of Compliance

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

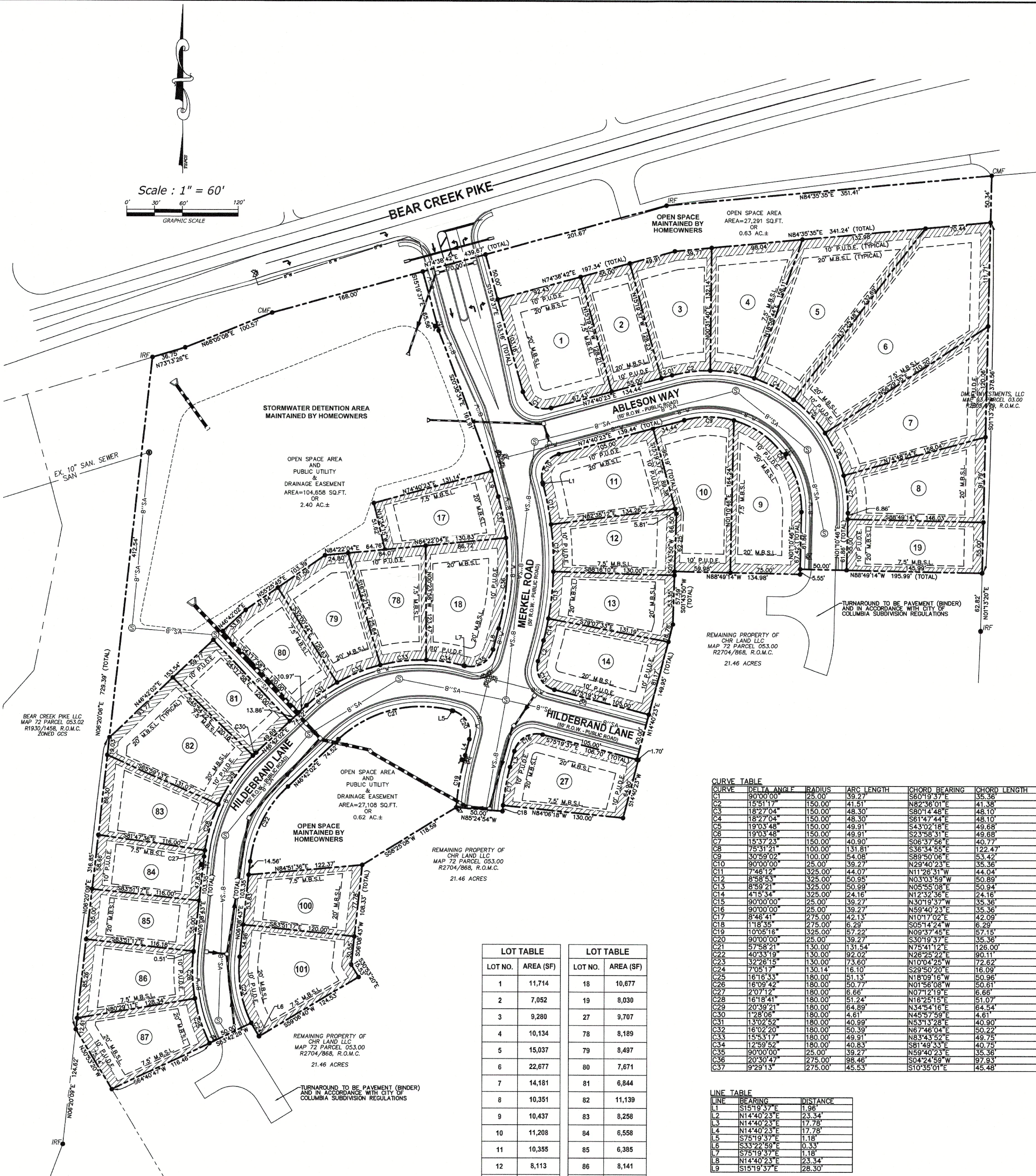
9/29/2022 Date
City Engineer
Columbia, Tennessee

Owner:

CHR LAND, LLC
1051 CRANFORD HOLLOW ROAD
COLUMBIA, TN 38401



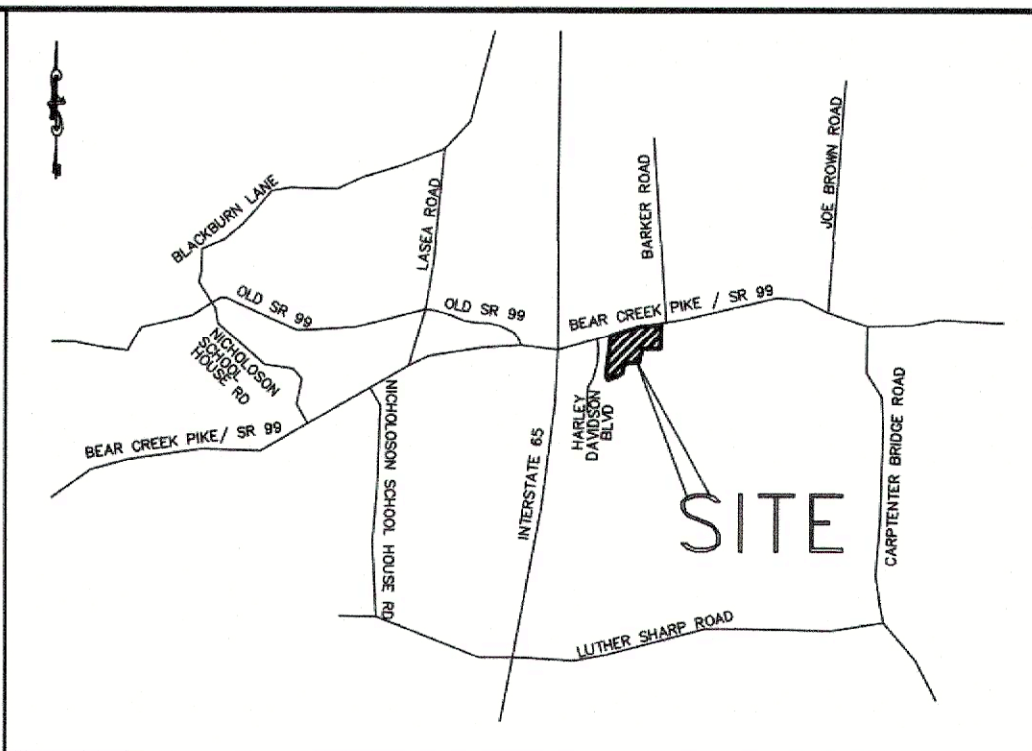
09/30/2022 - 10:03 AM
22018669
1 POS AL PLAT
JANE BATCH: 289566
PLAT BOOK: P23
PAGE: 96
REC FEE 15.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS



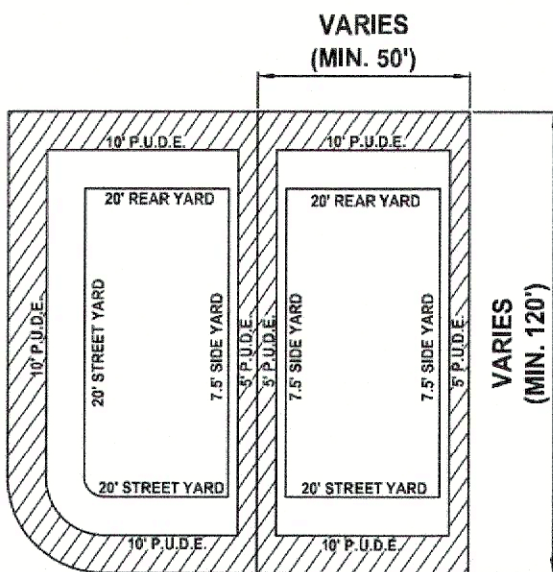
LOT TABLE		LOT TABLE	
LOT NO.	AREA (SF)	LOT NO.	AREA (SF)
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2	7,052	19	8,030
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6	22,677	80	7,671
7	14,181	81	6,844
8	10,351	82	11,139
9	10,437	83	8,258
10	11,208	84	6,558
11	10,355	85	6,385
12	8,113	86	8,141
13	8,064	87	8,438
14	9,864	100	7,897
17	8,254	101	10,401

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	25.00'	39.27'	S60°19'37"E	35.36'
C2	15°51'17"	150.00'	41.51'	S82°36'01"E	41.38'
C3	18°27'04"	150.00'	48.30'	S80°14'25"E	48.10'
C4	18°27'04"	150.00'	48.30'	S61°47'24"E	48.10'
C5	19°03'48"	150.00'	49.91'	S43°02'18"E	49.68'
C6	19°03'48"	150.00'	49.91'	S23°58'31"E	49.68'
C7	15°37'23"	150.00'	40.90'	S06°37'56"E	40.77'
C8	75°31'21"	100.00'	131.81'	S36°34'55"E	122.47'
C9	30°59'02"	100.00'	54.08'	S89°50'06"E	53.42'
C10	90°00'00"	25.00'	39.27'	N29°40'23"E	35.36'
C11	17°48'12"	325.00'	44.07'	N11°28'31"W	44.04'
C12	8°58'53"	325.00'	50.95'	N03°03'59"W	50.89'
C13	8°59'21"	325.00'	50.99'	N05°55'08"E	50.94'
C14	41°53'24"	325.00'	24.16'	N12°32'36"E	24.16'
C15	90°00'00"	25.00'	39.27'	N30°19'37"W	35.36'
C16	90°00'00"	25.00'	39.27'	N59°40'23"E	35.36'
C17	8°48'41"	275.00'	42.13'	N01°10'02"E	42.09'
C18	11°18'35"	275.00'	6.29'	S05°14'24"W	6.29'
C19	10°05'18"	325.00'	57.22'	N09°37'45"E	57.15'
C20	90°00'00"	25.00'	39.27'	S30°19'37"E	35.36'
C21	57°58'21"	130.00'	131.54'	N75°41'12"E	126.00'
C22	40°33'19"	130.00'	92.02'	N28°25'22"E	90.11'
C23	32°26'15"	130.00'	73.60'	N10°04'25"W	72.62'
C24	7°05'17"	130.14'	16.10'	S29°50'20"E	16.09'
C25	16°16'33"	180.00'	51.13'	N18°09'16"W	50.96'
C26	16°09'42"	180.00'	50.77'	N01°56'08"W	50.61'
C27	2°07'12"	180.00'	6.66'	N07°12'19"E	6.66'
C28	16°16'41"	180.00'	51.24'	N16°25'15"E	51.07'
C29	20°59'21"	180.00'	64.89'	N45°41'16"E	64.84'
C30	1°28'06"	180.00'	4.61'	N45°57'59"E	4.61'
C31	13°02'52"	180.00'	40.99'	N53°13'28"E	40.90'
C32	16°02'20"	180.00'	55.32'	N57°48'04"E	55.22'
C33	15°53'17"	180.00'	49.91'	N83°43'52"E	49.75'
C34	12°59'52"	180.00'	40.83'	S81°49'33"E	40.75'
C35	90°00'00"	25.00'	39.27'	S59°40'23"E	35.36'
C36	20°30'47"	275.00'	38.46'	S04°24'59"W	37.53'
C37	9°29'13"	275.00'	45.53'	S10°35'01"E	45.48'

LINE	BEARING	DISTANCE
L1	S15°19'37"E	1.96'
L2	N14°40'23"E	23.34'
L3	N14°40'23"E	17.78'
L4	N14°40'23"E	17.78'
L5	S75°19'37"E	1.18'
L6	S75°19'37"E	0.33'
L7	S75°19'37"E	1.18'
L8	N14°40'23"E	23.34'
L9	S15°19'37"E	28.30'



VICINITY MAP
NOT TO SCALE



TYPICAL LOT CONFIGURATION
FOR LOTS 1-14, 17-19, 27, 78-87, & 100-101
P.U.D.E.=PUBLIC UTILITY AND
DRAINAGE EASEMENT
P.U.D.E.

LEGEND

These standard symbols will be found in the drawing.

- STORM LINE
- SA SANITARY SEWER LINE
- WATER LINE
- FIRE HYDRANT COMPLETE ASSEMBLY
- WATER METER VAULT
- BUILDING SETBACK
- EASEMENT
- PROPERTY LINE
- IRON ROD (SET) (UNLESS OTHERWISE NOTED)
- IRON ROD (FOUND)
- IRF
- CMF CONCRETE MONUMENT (FOUND)

Final Plat
Bear Creek Overlook - Phase 1

3rd CIVIL DISTRICT OF MAURY COUNTY, TN
CITY OF COLUMBIA, MAURY COUNTY, TENNESSEE

SHEET 1 OF 1

TAX MAP 72, P/O PARCEL 53.00
ZONED: MRC

SCALE: 1"= 60'

AREA: 12.49 ACRES±

DATE: JUNE 30, 2022

H & H LAND
SURVEYING, INC.

612A FITZHUGH BOULEVARD
SMYRNA, TENNESSEE 37167
(615) 831-0756 (FAX) 355-6928

H & H Project No. 2022-0379

Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

15 day of August, 2022,
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

CHRLand 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

 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>Bear Creek Overlook Phase I</u> PROJECT	
Completed by the Developer	Completed by the City
<u>CHR Land LLC</u> DEVELOPER NAME	
<u>Gary W. Martin</u> AUTHORIZED AGENT NAME	
<u></u> SIGNATURE	
<u>August 15, 2022</u> DATE	
<u>818 S. Main Street</u> STREET	
<u>Columbia, TN 38401</u> CITY, STATE, ZIP	
<u>615-812-2147</u> PHONE	
<u>gary@martinengr.com</u> EMAIL	
Attest	Attest
<u>ATTEST NAME</u>	<u>ATTEST NAME</u>
<u>ATTEST SIGNATURE</u>	<u>ATTEST SIGNATURE</u>
<u>DATE</u>	<u>DATE</u>

January 15, 2024

Development Service
City of Columbia

Project: Overlook Subdivision Phase 1 Section 1

Subject: Revision to Recorded Final Plat for Phase 1

Staff,

We are proposing a change to the approved and recorded final plat for the Overlook Subdivision to allow for a neighborhood amenity site. The proposed change is between lot 100 and the intersection of Hilderbrand Lane and Merkel Road. The area of change was originally called an open space lot (Open Space Area and Public Utility and Drainage Easement) on the approved and recorded plat and we are now proposing to change the lot to an amenity area (Amenity Site Area, Mail Kiosk and Public Utility and Drainage Easement). The size of the area is remaining the same at 0.62 acres.

If you have any comments or questions please contact Cole Newton at TKC Architecture and Engineering at cole@tkc-ae.com or 615.617.7477

Thank you,

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



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

Fold hard copy submittals larger than 8½"x11"

ADDRESS/LOCATION			
	TAX MAP: 88	GROUP:	PARCEL: 51.03
SUMMARY OF NATURE OF REQUEST AND WORK	To obtain approval for one lot change to the Final Plat of Bear Creek Overlook Phase 1. The Open Space lot in the "middle" of the first phase is being renamed to Amenity Area to allow a neighborhood amenity.		

DATE OF PRE-APPLICATION CONFERENCE	several conversations	<i>Pre-application meetings are scheduled for Tuesdays.</i>
------------------------------------	-----------------------	---

SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Annexation ☐ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Multi-Family Site Plan ☒ Other: Final Plat revision	<u>Annexations/Rezoning/PUD's:</u> ☐ Written Legal Description copy ☐ Requested Zone Listed ☐ Compliance with Comprehensive Plan ☐ Annexation Permission Form ☐ Plans and/or Plats conforming to City standards with check list completed ☐ Columbia Water System Availability Letter <u>Plats/PUDs:</u> ☐ Project Name (include Sections & Phases) Bear Creek Overlook Phase 1 ☐ Total Number of Lots 30 single-family lots ☐ Total acreage 12.49 acres

**File naming nomenclature examples:*

Freedom Point Site Plan

Freedom Point Master Plan

Freedom Point Final Plat

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

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

APPLICANT

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

NAME	TKC Architecture & Engineering LLC	PHONE	615-617-7477
ADDRESS	818 S. Main Street Columbia, TN 38401	EMAIL	cole@tkc-ae.com

PROPERTY OWNER NAME	CHR Land LLC	PHONE	615-812-2147
ADDRESS	818 S. Main Street, Columbia, TN 38401	EMAIL	gary@martinengrg.com

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

Cole Newton, TKC A&E

APPLICANT NAME

Cole Newton

APPLICANT SIGNATURE

1/15/24

DATE

CHR Land LLC

PROPERTY OWNER NAME

Gary M.

PROPERTY OWNER SIGNATURE

1/15/24

DATE

STAFF USE ONLY

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



Michael H. Gibson
DB R1795, PG 288
ROMC, TN

SITE DATA TABLE

SITE ADDRESS:	700 W 12TH ST COLUMBIA, TN 37066
OWNER:	KHATERA SAFI
PARCEL ID:	100E F 02500 000; 100E F 02501 000; 100E F 02502 000; 100E F 02503 000
COUNCIL DISTRICT:	2
COUNCIL MEMBER:	DEBBIE WILES
SITE AREA:	+/- 1.13 ACRES (49,223 SF)
SITE AREA W/ 5' ROW DED:	+/- 1.10 ACRES (47,877 SF)
EXISTING IMPERVIOUS AREA:	+/- 0.05 ACRES (2,247 SF)
PROPOSED IMPERVIOUS AREA:	+/- 0.55 ACRES (23,936 SF)
NET IMPERVIOUS AREA:	+/- 0.50 ACRES (21,689 SF)
EXISTING ZONING:	CD-3
PROPOSED ZONING:	CD-4
EXISTING USE:	SINGLE FAMILY HOME/VACANT
PROPOSED USE:	RESIDENTIAL/TOWNHOMES
# OF UNITS PROVIDED:	11 UNITS
<u>SETBACKS:</u>	<u>REQUIRED</u>
FRONT:	20'
REAR:	N/A
SIDE:	6'
MAX BUILDING HEIGHT:	3 STORIES
PARKING PROVIDED:	17 SPCS (1.5 SPKS/UNIT)
PARKING REQUIRED:	20 SPCS (11 GARAGE SPCS, 3 DRIVEWAY PADS, 6 PARKING SPCS)

NOTES:

1. EXISTING SURVEY INFORMATION IS DERIVED FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ARROWHEAD SURVEY DATED 6-2-2021.



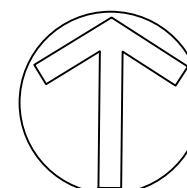
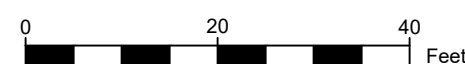
700 W 12TH TOWNHOMES
RESIDENTIAL SITE PLAN SUBMITTAL
700 W 12TH STREET, COLUMBIA, TN 38401

[illegible]

PROJECT #:	1061001
DESIGNED BY:	CMN
DRAWN BY:	CMN
DATE:	11/17/2023

SITE PLAN

C2.0





January 15, 2024

Mr. Corey Nelsen
615 Design Group
360 Quecreek Circle
Smyrna, TN 37167

Sent via email: corey@615designgroup.com

**RE: Water Availability Letter
700 W. 12th St. Townhomes - 12 Units
Tax Map 100E, Parcel 20500
Columbia, Maury County, TN**

Dear Mr. Nelsen:

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

The proposed development consists of 12 units. CPWS has evaluated the projected water demands for the proposed residential development in the water system hydraulic model and is able to meet a fire-flow capacity of 1,000 gpm at 20 psi while maintaining the existing level of service and pressures in this portion of the distribution system. CPWS can provide water for the proposed development according to the following requirements:

- Domestic waterline connections will be made to the existing 8-inch and 6-inch water mains located on Haley Street and West 12th Street.
- Townhomes will be served via gang-meter vaults.

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

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

- Present the attached hydrant analysis report for coordination and approval of development from the Columbia Fire & Rescue Fire Marshall.



- Remit to CPWS new water service fees:

New Water Service Fee: \$1,500 + \$370 per SFU (12 SFUs)	\$5,940.00
--	------------

- Provide site utility drawings in PDF format for review and comment. Drawings should include the proposed location of gang vaults and taps.
- Upon resolution of all comments, applicant may then schedule a pre-construction meeting with CPWS, at which time meter and impact fees will be due. Pre-construction meeting will be cancelled unless fees are paid in full or surety is provided in lieu of full payment 48-hours prior to meeting. Final meter and impact fees are subject to change based on final design and meter size determination. Meter fees are subject to change based on market costs at time of purchase. Meters will not be set until meter and impact fees are paid.

Meter Fee: \$540 per 3/4" meter (12 meters)	\$6,480.00
Impact Fee: \$4,500 per 3/4" meter (12 meters)	\$54,000.00
Total Meter and Impact Fees Due =	\$60,480.00

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

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

Sincerely,

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

cc: Jonathan Hardin, CPWS
File 23-064

Columbia Power and Water Systems

Application for Water Service

This is an application to Columbia Power and Water Systems (CPWS) to evaluate the request for water service for the property set forth in this application, for any parcel of real property requiring new or increased service, or requiring a public water line extension.

This application package consists of this application form, a fire flow requirements letter from the Columbia Fire Marshall, and a digital copy of the site plan of the project (developed in CAD/GIS and submitted in PDF format, no hand-drawn plans will be accepted). All of these documents must be provided to CPWS before any action will be taken on this application.

Project Name: 700 W 12th St - Townhomes

Project Location: 700 W 12th St - Townhomes

Tax Map & Parcel Number(s): 100E F 02500 000; 100E F 02501 000; 100E F 02502 000; 100E F 02503 000

Is this part of a larger
development? ☐ YES

Located within
City limits? ☒ YES

Approved by the
Planning Commission? ☐ YES

Annexation? ☐ YES

Section/Phase number: Phase 1 of 1

Approximate date water
service is desired: 08/01/2024

Please indicate the primary contact for coordination with CPWS (provide contact info for all):

☐ Developer

☐ Owner

☒ Engineer

Developer Name: Khatera Safi

Authorized Representative: Khatera Safi

Title: Owner

Contact info for Authorized Representative

Address: 263 Cornice Drive, La Vergne

Telephone: 519-400-7005

Email: kat.safi@yahoo.ca

Property Owner Name
(if different):

Authorized Representative:

Title:

Address:

Telephone:

Email:

Engineer/Company Name: 615 Design Group

Contact: Corey Nelsen

Title: Project Engineer

Address: 360 Quecreek Circle, Smyrna TN 37167

Telephone: 716-499-7719

Email: corey@615designngroup.com

FOR RESIDENTIAL PROJECTS

Number of Single-Family units,
this phase (townhome or SFD): 12

Total number of planned units
(for multi-phase projects):

For Multi-Family Units Only

Number of 1-bedroom units:

Number of 2-bedroom units:

Number of 3-bedroom units:

Number of 4-bedroom units:

Please describe any additional amenities needing water service (pool house, irrigation for common areas, etc.):

FOR COMMERCIAL/INSTITUTIONAL PROJECTS

Flow and residual pressure (PSI) required Fire:
for each type of service: Irrigation:

For each building, please indicate number of stories and square footage of each use type:



HYDRANT FLOW ANALYSIS



HYDRANT # & LOCATION: 1144 W 12th St

DATE: 1/15/2024

MODEL BY: Inflo Design Group, LLC

SYS. DEMAND Max Day

DURATION: 2

WATER SUPPLIED BY: Columbia Power and Water Systems

PURPOSE OF TEST: 700 W 12th St Townhomes

MODEL DATA

FLOW HYDRANT(S)	1144	n/a	n/a
GPM:	<u>1000</u>	<u>0</u>	<u>0</u>

TOTAL FLOW DURING SIMULATION: 1000 GPM

GAUGE HYDRANT

HYDRANT # & LOCATION: _____

Hydrant 1144

STATIC 61 PSI

RESIDUAL: 56 PSI

STATIC _____ PSI

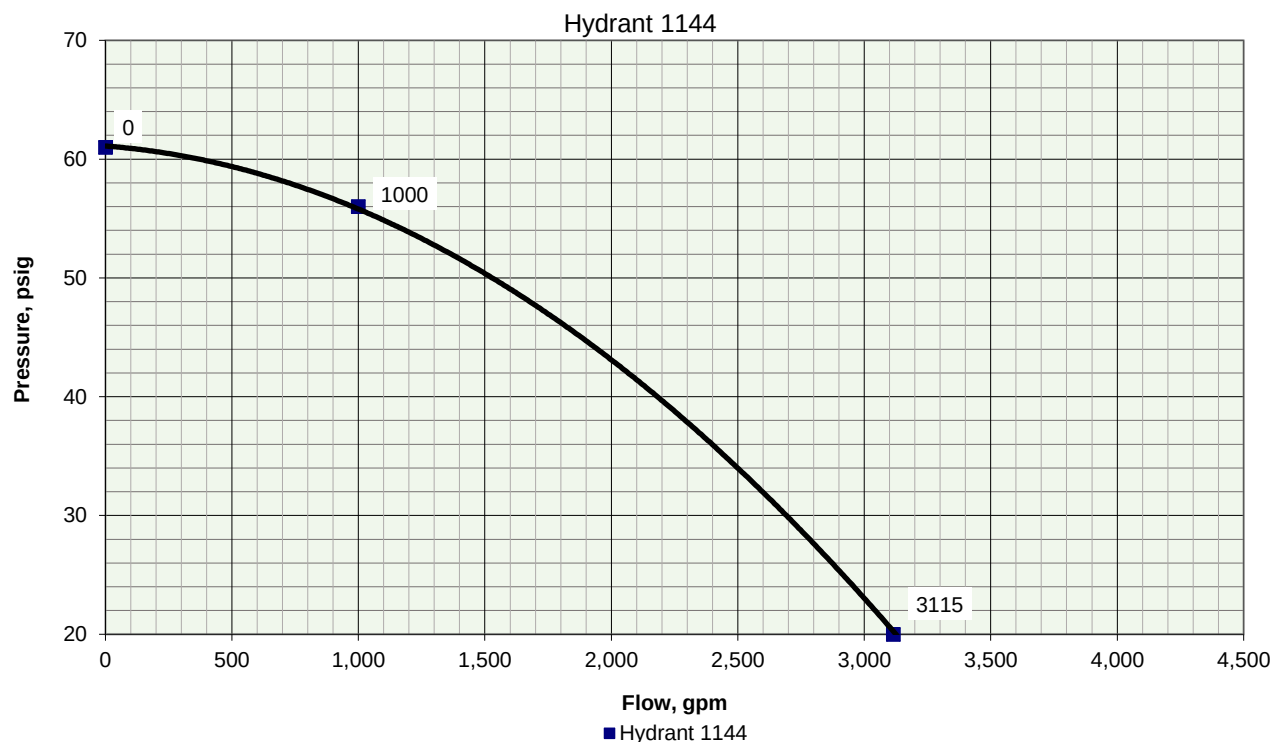
RESIDUAL: _____ PSI

RESULTS: AT 20 PSI RESIDUAL

CONDITION 1 3115 GPM

CONDITION 2 --- GPM

REMARKS: Performance based on service elevations of 701' and current CPWS water infrastructure and does not account for additional losses associated with development piping.





Columbia Fire & Rescue

Fire Flow Requirements



Water Purveyor: Columbia Power & Water System

Date: 12/11/2023

Name: Corey Nelsen

Phone: 716-499-7719

Email: corey@615designgroup.com

Address/Parcel ID: 100E F 02500 000; 100E F 02501 000; 100E F 02502 000

Property Type: ☒ Residential
☐ Commercial
☐ Industrial

Construction Type: TOWNHOME

Enclosed Area (ft²): 1023 SF PER UNIT (12 |

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: _____

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 _____, page _____ 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.

_____, 20____

Date

Title (if action for partnership or corporation)

Certificate of Survey Accuracy

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

JUNE 2, 2021

Date



Registered Land Surveyor

TN PLS# 1859

Number

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled _____ 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.

_____, 20____

Date

_____,

Name, Title, Agency of Authorized Approving Agent

Certificate of Approval of Streets, Drainage, and Utilities

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

_____,

City Engineer

_____,

Date

Columbia, Tennessee

Certificate of Approval for Recording

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

_____,

Secretary, Planning Commission

_____,

Date

Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

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

_____,

Maury County E911

_____,

Date

Certificate of Approval for 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 surety has been filed to guarantee said installation.

_____,

Director of Wastewater Department

_____,

Date

Columbia, Tennessee

Certificate of Compliance

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

_____,

City Engineer

_____,

Date

Columbia, Tennessee

Lot Area		
Lot 1	10099 sf	0.23 Acres
Lot 2	12291 sf	0.28 Acres
Lot 3	12025 sf	0.28 Acres

LEGEND

● IRON PIN FOUND

○ IRON PIN SET

 UTILITY POLE

○ SS MANHOLE

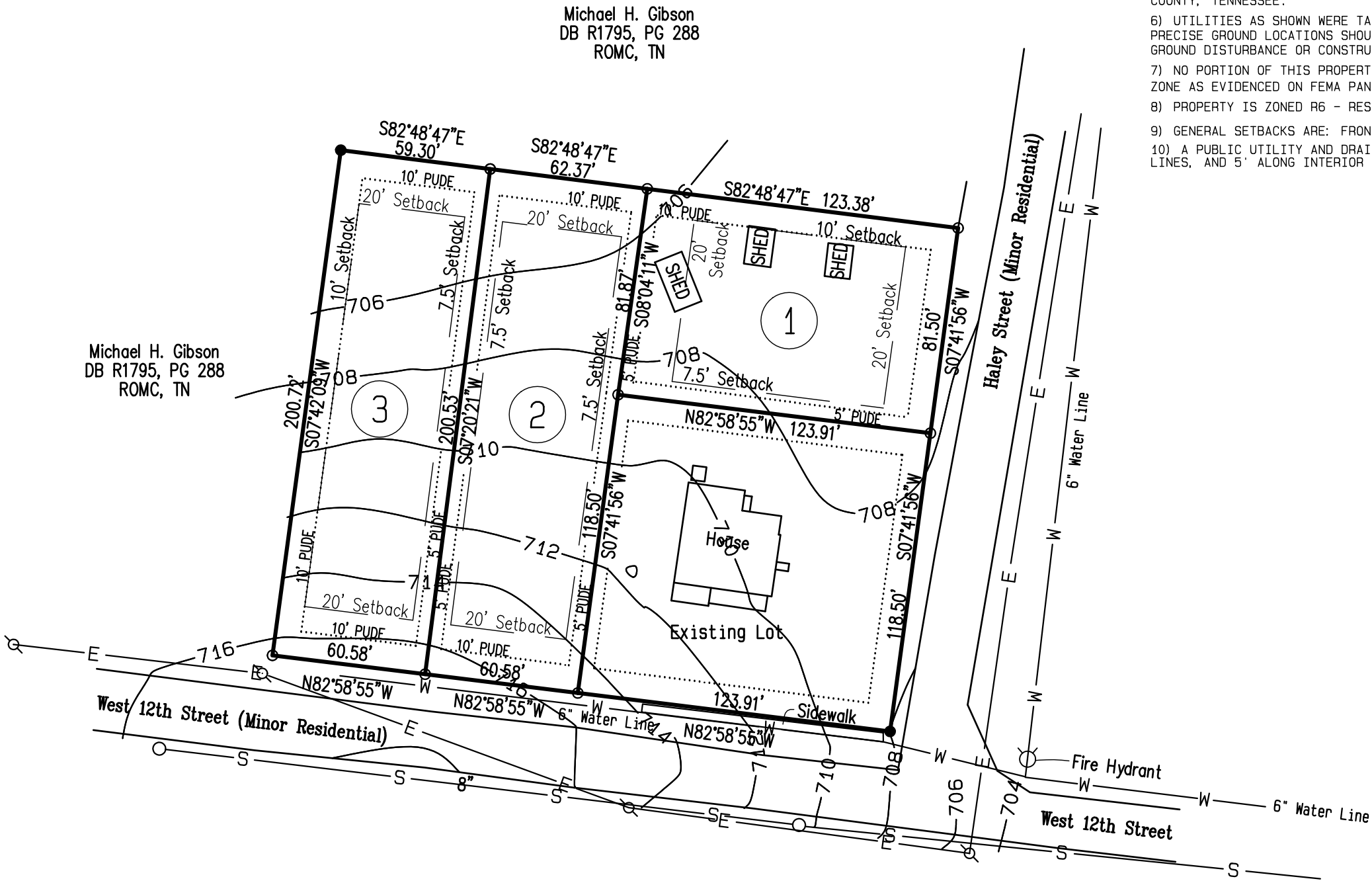
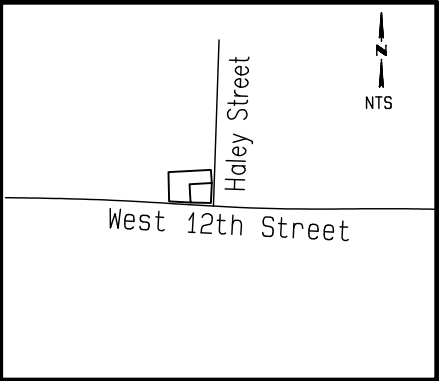
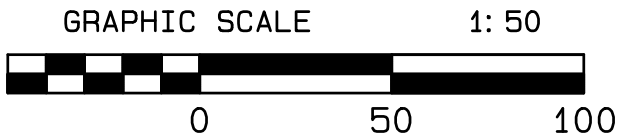
..... PUDE LINE

—E— ELECTRIC LINE

—W— WATER LINE

—S— SANITARY SEWER LINE

PUDE= PUBLIC UTILITY & DRAINAGE EASEMENT



- GENERAL NOTES
- 1) THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL 25.01 OF MAP 100E INTO 3 LOTS.

2) BEARINGS ARE BASED ON GPS.

3) THIS SURVEY WAS PREPARED USING THE CURRENT DEEDS OF RECORD. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A TITLE SEARCH.

4) ALL DEED BOOK REFERENCES PERTAIN TO REGISTER'S OFFICE OF MAURY, TENNESSEE.

5) SUBJECT PROPERTY IS LOCATED IN THE CITY OF COLUMBIA, 9TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE.

6) UTILITIES AS SHOWN WERE TAKEN FROM VISIBLE FIELD LOCATIONS. UTILITY DETAILS AND PRECISE GROUND LOCATIONS SHOULD BE OBTAINED FROM THE PROPER AUTHORITIES BEFORE ANY GROUND DISTURBANCE OR CONSTRUCTION IS STARTED.

7) NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A 100 YEAR FLOOD ZONE AS EVIDENCED ON FEMA PANEL #47119C0285E OF MAURY COUNTY, TN, DATED 04/16/2007.

8) PROPERTY IS ZONED R6 - RESIDENTIAL

9) GENERAL SETBACKS ARE: FRONT=20'; SIDES=7.5'; REAR=20'.

10) A PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) 10' ALONG FRONT AND REAR PROPERTY LINES, AND 5' ALONG INTERIOR PROPERTY LINES IS REQUIRED FOR THIS SITE.

ARROWHEAD SURVEY

4151 OLD HILLSBORO ROAD

FRANKLIN, TN 37064

615-599-7347



CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION
STATE OF TENNESSEE

FINAL PLAT

MINOR SUBDIVISION

LOT 1, 2, & 3

RECURVE LLC PROPERTY

TOTAL ACRES = 1.13	TOTAL LOTS =4
MILES NEW ROADS =0.00	ACRES NEW ROADS = 0.00
PARCEL: 25.01 OF TAX MAP: 100E GROUP: F PLAT BOOK 22, PAGE 151, LOT 1 & 2	
OWNER: RECURVE LLC 114 Churchill Place, Franklin, TN 37067	
CIVIL DISTRICT: 9TH	SCALE: 1"= 50'
DATE: 6/02/2021	CLOSURE:1/15,000 SHEET 1 OF 1

January 16th, 2024,
Development Services
Columbia TN Planning Commission
700 North Garden Street
Columbia, TN 38401

RE: 700 W 12th Street Townhomes – Request for Rezoning

To whom it may concern,

This memo is to inform you of the intent of my client, Khatera Safi, to rezone the 4 parcels located at the corner of 700 W 12th Street. Parcel IDs are 100E F 02500 000; 100E F 02501 000; 100E F 02502 000; 100E F 02503 000. Currently there is a single-family home with some secondary structures onsite. The Client is seeking to take the current zoning of CD-3 and rezone it to CD-4. Currently there are CD-4 rezones that have occurred on W 12th street between School Street and Parker Street, as well as others in the vicinity.

The client is seeking to conform to all city codes and ordinances set forth in CD-4 with the express intent to develop the property for the use of townhomes.

We have included a Concept Plan for the site and hope to satisfy both the City's and internal department's requirements for this site, along with the City Of Columbia's Comprehensive Plan.

Thank you for your time reading over the rezoning request. If you have any questions at all regarding the request, you may contact me at [716-499-7719](tel:716-499-7719) or at corey@615designgroup.com.

Thank you,



Corey Nelsen, P.E.
615 Design Group
360 Quecreek Circle
Smyrna, TN 37167



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

Fold hard copy submittals larger than 8½"x11"

ADDRESS/LOCATION	700 W 12TH STREET		
	TAX MAP: 100E	GROUP: F	PARCEL: 02500, 02501, 02502, 02503
SUMMARY OF NATURE OF REQUEST AND WORK	REZONE THE PROPERTIES FROM CD-3 TO CD-4		

DATE OF PRE-APPLICATION CONFERENCE	12-06-2023	Pre-application meetings are scheduled for Wednesdays.
------------------------------------	------------	--

SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☐ Annexation ☒ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Multi-Family Site Plan ☒ Other: CONCEPTUAL PLAN <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations/Rezoning/PUD's:</u> ☐ Written Legal Description copy ☒ Requested Zone Listed ☒ Compliance with Comprehensive Plan ☐ Annexation Permission Form ☒ Plans and/or Plats conforming to City standards with check list completed ☒ Columbia Water System Availability Letter <u>Plats/PUDs:</u> ☒ Project Name (include Sections & Phases) 700 W 12TH TOWNHOMES ☒ Total Number of Lots 11 proposed townhome units ☒ Total acreage 1.13 acres

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

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

APPLICANT

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

NAME	COREY NELSEN	PHONE	716-499-7719
ADDRESS	360 QUEECREEK CIRCLE, SMYRNA, TN	EMAIL	corey@615designgroup.com

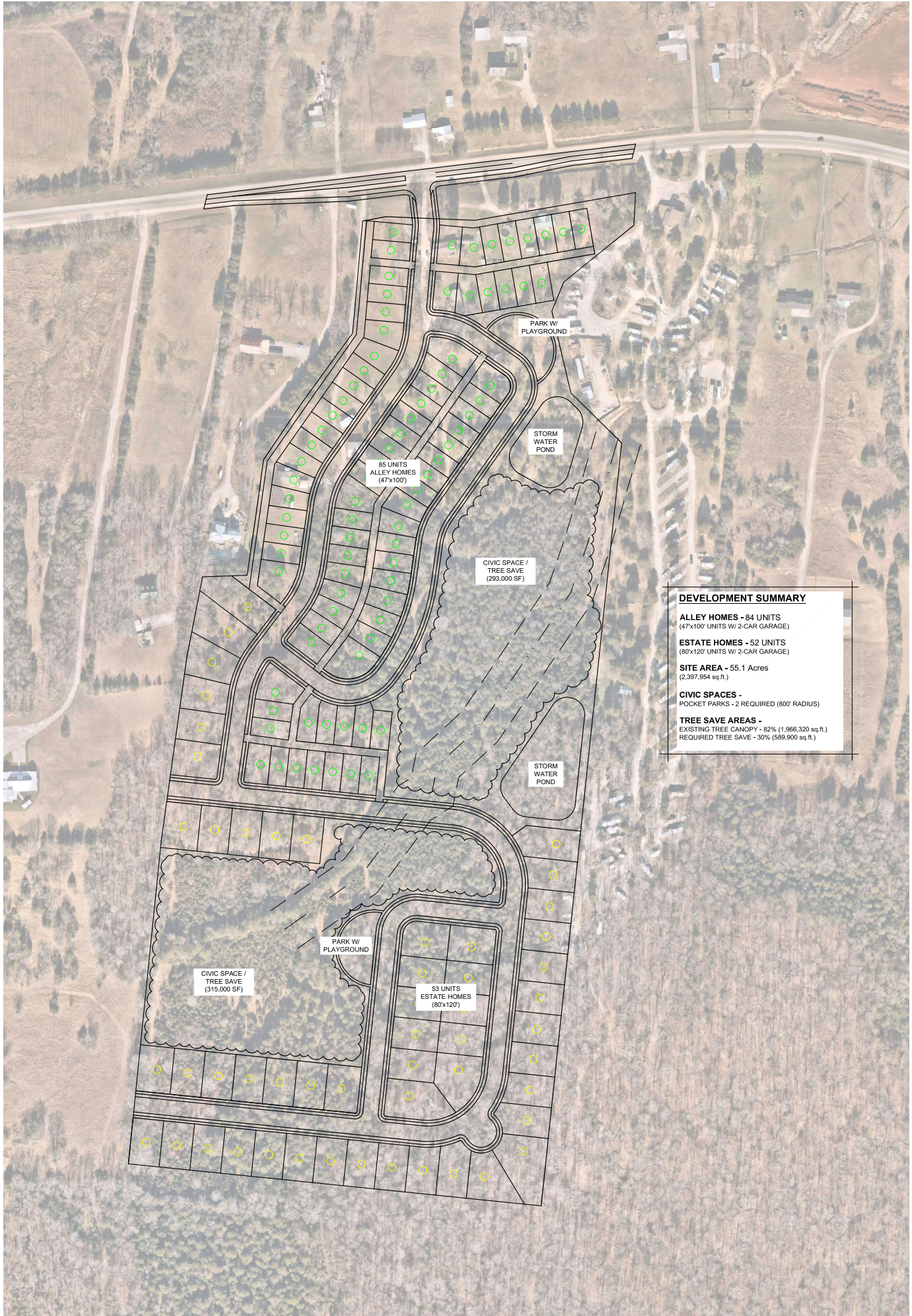
PROPERTY OWNER NAME	KHATERA SAFI	PHONE	519-400-7005
ADDRESS	263 CORNICE DRIVE, LA VERGNE, TN	EMAIL	kat.safi@yahoo.ca

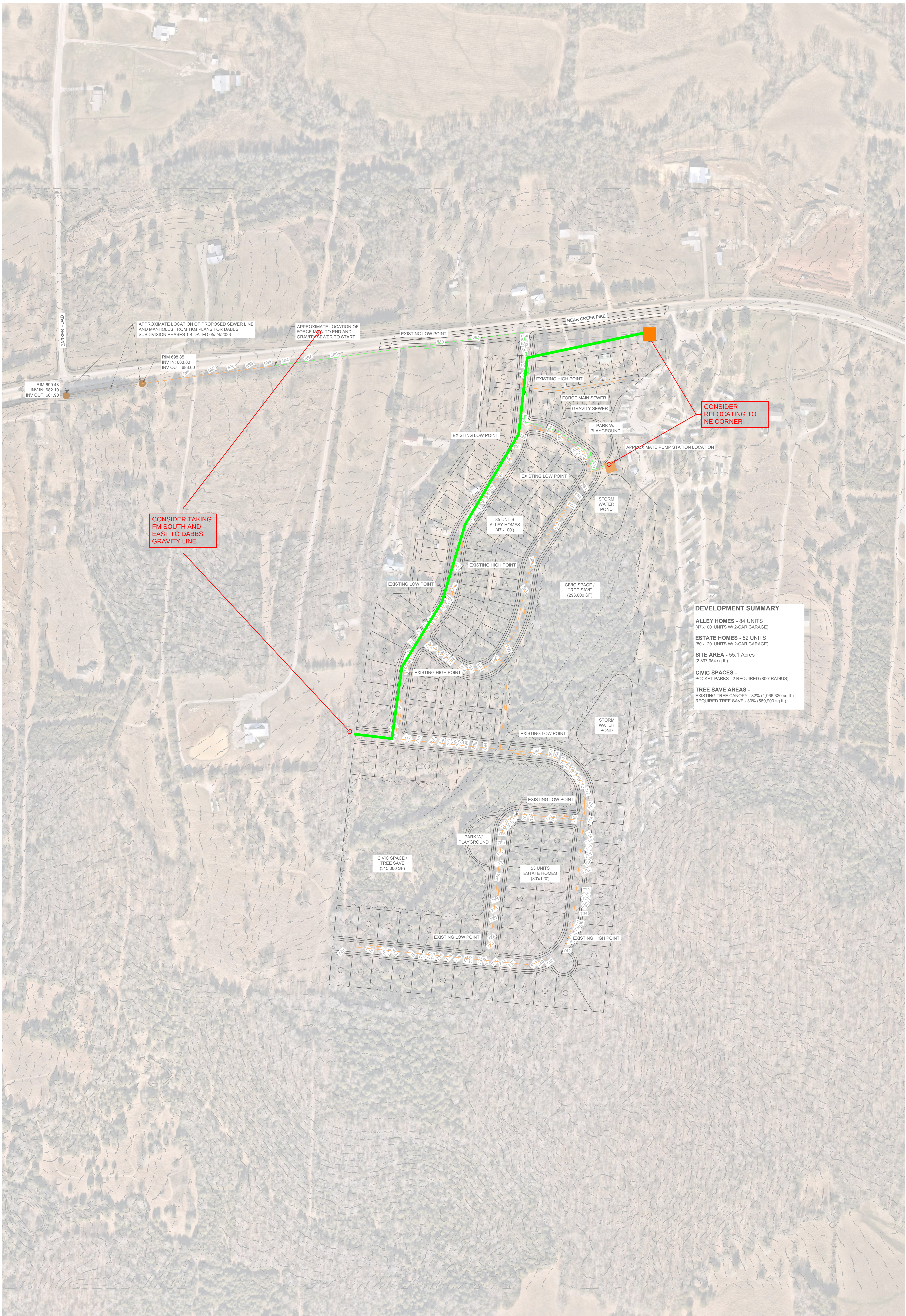
In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

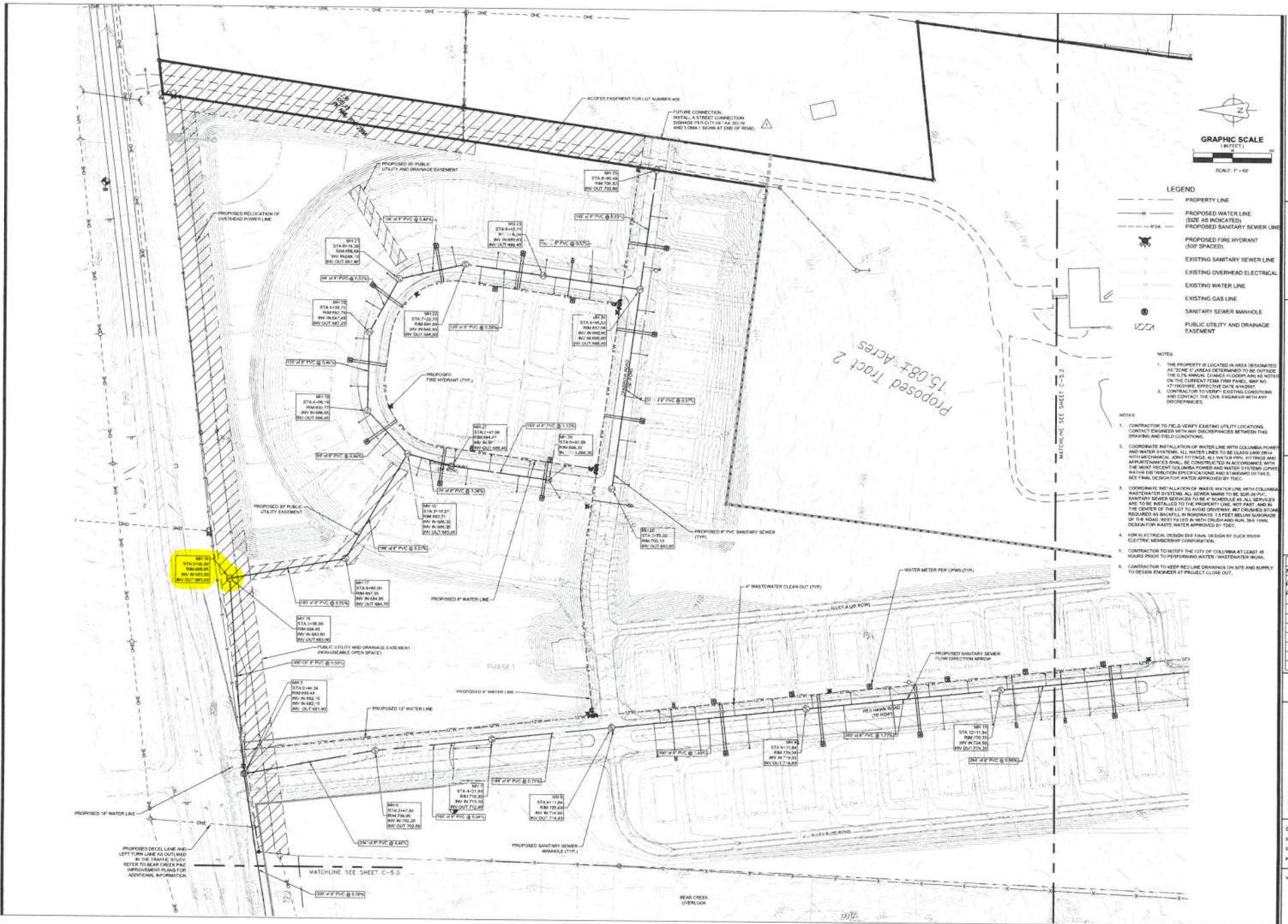
COREY NELSEN APPLICANT NAME		12/18/2023 DATE
KHATERA SAFI PROPERTY OWNER NAME		12/18/2023 DATE

STAFF USE ONLY

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







**ARCHITECTURE
INTERIORS
CIVIL SITE**

TKC

1000 S. GARDEN BLVD., SUITE 100, CHICAGO, IL 60607-4401 • TEL: 312.467.1000 • FAX: 312.467.1001

GRAPHIC SCALE
(FEET)
SCALE: 1" = 60'

LEGEND

- P — PROPERTY LINE
- W — PROPOSED WATER LINE (SIZE AS INDICATED)
- S — PROPOSED SANITARY SEWER LINE (SIZES SPACED)
- H — PROPOSED FIRE HYDRANT (SIZES SPACED)
- E — EXISTING SANITARY SEWER LINE
- EL — EXISTING OVERHEAD ELECTRICAL
- G — EXISTING GAS LINE
- M — SANITARY SEWER MANHOLE
- U — PUBLIC UTILITY AND DRAINAGE EASEMENT

NOTES

1. THE PROPERTY IS LOCATED IN AREA DESIGNATED AS ZONE 1. AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS NOTED ON THE CURRENT FEMA FIRM PANEL, MAP NO. 1710001RE, EFFECTIVE DATE 4/9/2007.
2. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND CONTACT THE CIVIL ENGINEER WITH ANY DISCREPANCIES.

NOTES

1. CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS. CONTRACT ENGINEER WITH ANY DISCREPANCIES BETWEEN THE DRAWING AND FIELD CONDITIONS.
2. COORDINATE INSTALLATION OF WATER LINE WITH COLUMBIA POWER AND WATER SYSTEMS. ALL WATER LINES TO BE CLASS ONE DRINKING WATER. JOINT FITTINGS, ALL 1/2" OR 3/4" FITTINGS AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT COLUMBIA POWER AND WATER SYSTEMS COWS WITH A DISTRIBUTION SPECIFICATION AND STANDARD OF PRACTICE. SEE FINAL DESIGN FOR WATER APPROVED BY TCDC.
3. COORDINATE INSTALLATION OF WASTE WATER LINE WITH COLUMBIA WASTEWATER SYSTEMS. ALL SEWER MAINS TO BE 30" OR 36" PVC. SANITARY SEWER SERVICES TO BE 10" OR 12" PVC. ALL SERVICES ARE TO BE INSTALLED TO THE PROPERTY LINE, NOT PAST AND IN THE CENTER OF THE LOT TO AVOID DRIVEWAY. NO CRUSING IS REQUIRED AS BACKFILL IN DRIVEWAYS, 15 FEET BELOW SURFACE OF THE ROAD, MUST BE LIFTED WITH DRUGS AND RAIL, 3/4" FINAL DESIGN FOR WASTE WATER APPROVED BY TCDC.
4. FOR ELECTRICAL DESIGN SEE FINAL DESIGN BY DUCK WORTH ELECTRICAL ENGINEERING CORPORATION.
5. CONTRACTOR TO NOTIFY THE CITY OF COLUMBIA AT LEAST 48 HOURS PRIOR TO PERFORMING WATER WASTEWATER WORK.
6. CONTRACTOR TO KEEP RED LINE DRAININGS ON SITE AND SUPPLY TO BEVER ENGINEER AT PROJECT CLOSE OUT.

**DABBS SUBDIVISION
PHASES 1 - 4**

PROJECT NO. 15.084 ACRES

DATE: 07/11/23 PER CITY COMEN
11/7/23 PER CITY/11017
12/26/23

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

**UTILITY PLAN 2
(60-SCALE)**

CONSTRUCTION PLANS
DATE: 05/24/2023
DRAWN BY: JS
PROJECT NO.: 2024

C - 5.1



January 15, 2024

Mr. Gray Harrison
Kimley-Horn
4031 Aspen Grove Drive Suite 200
Franklin, TN 37067
Sent via email: gray.harrison@kimley-horn.com

**RE: Water Availability Letter
Bowman Farms - 135 Units
1748 Bear Creek Pike
Tax Map 72, Parcel 54.00, 54.01, 54.02
Columbia, Maury County, TN**

Dear Mr. Harrison:

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

The proposed development consists of 135 units. CPWS has evaluated the projected water demands for the proposed residential development in the water system hydraulic model and is able to meet a fire-flow capacity of 1,000 gpm at 20 psi while maintaining the existing level of service and pressures in this portion of the distribution system. CPWS can provide water for the proposed development according to the following requirements:

- A minimum size 12-inch diameter water main must be extended from the existing 16-inch main West of Merkel Road to the entrance of the development, or to the mid-point of the frontage on Bear Creek Pike, whichever is furthest. Coordination with other developments on Bear Creek Pike may reduce the length of pipe installation required.
- Minimum size 8-inch water mains will be required throughout the development.

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



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

- Provide site base CAD files in DWG format, including roads, lot lines, existing and proposed contours, and other existing and proposed utilities, for use in development of water construction drawings.
- Remit to CPWS new water service fees:

New Water Service Fee: \$1,500 + \$370 per SFU (135 SFUs)	\$51,450.00
---	-------------

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

Meter Fee: \$540 per 3/4" meter (135 meters)	\$72,900.00
Impact Fee: \$4,500 per 3/4" meter (135 meters)	\$607,500.00
Total Meter and Impact Fees Due =	\$680,400.00

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

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

Sincerely,

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

cc: Jonathan Hardin, CPWS
File 23-063



Columbia Fire & Rescue

Fire Flow Requirements



Water Purveyor: Columbia Power & Water System

Date: 11/15/2023

Name: Gray Harrison

Phone: 615-823-1272

Email: Gray.Harrison@Kimley-Horn.com

Address/Parcel ID: 072 05400, 05401, 05402

Property Type: ☒ Residential
☐ Commercial
☐ Industrial

Construction Type: Single Family

Enclosed Area (ft²): Less than 3,600

FILLED OUT BY COLUMBIA FIRE AND RESCUE

NFPA Sprinkler Type: NFPA 13D

Water System Demand without Sprinkler Credit

Fire flow Requirements (International Fire Code Appendix B)

Fire Flow: 1,000 gpm Duration: 1 hours

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

Minimum number of hydrants: 1

Average spacing between hydrants: 500 ft.

Maximum distance from frontage to hydrant: 250 ft.

Water System Demand with Sprinkler Credit

Fire flow requirements (International Fire Code Appendix B)

Fire Flow: 500 gpm Duration: 1/2 hours

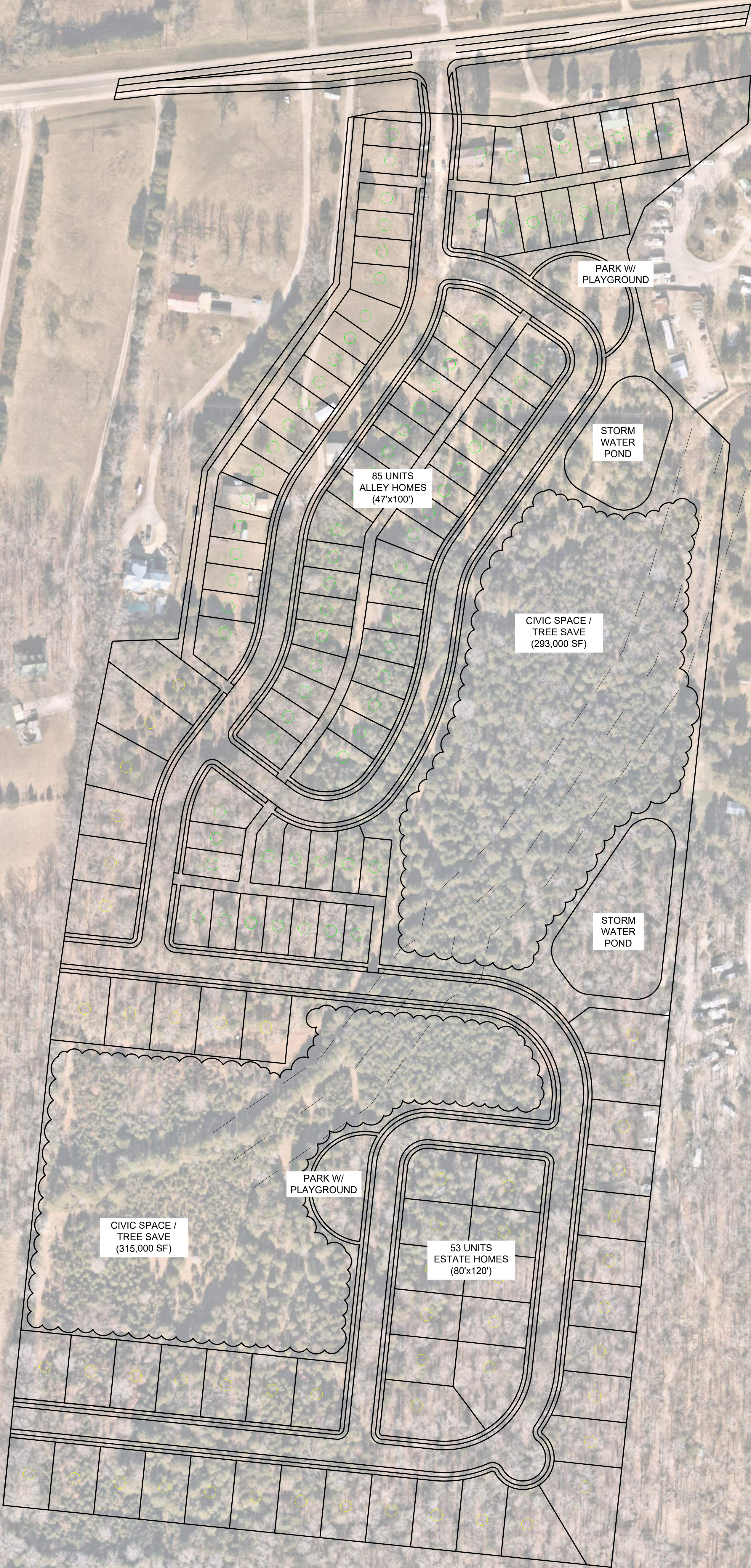
Fire Hydrant Location and Distribution (International Fire Code Appendix C)

Minimum number of hydrants: 1

Average spacing between hydrants: 500 ft.

Maximum distance from frontage to hydrant: 250 ft.

Fire Plan Reviewer: Brad Massey Date: 11-20-2023



DEVELOPMENT SUMMARY

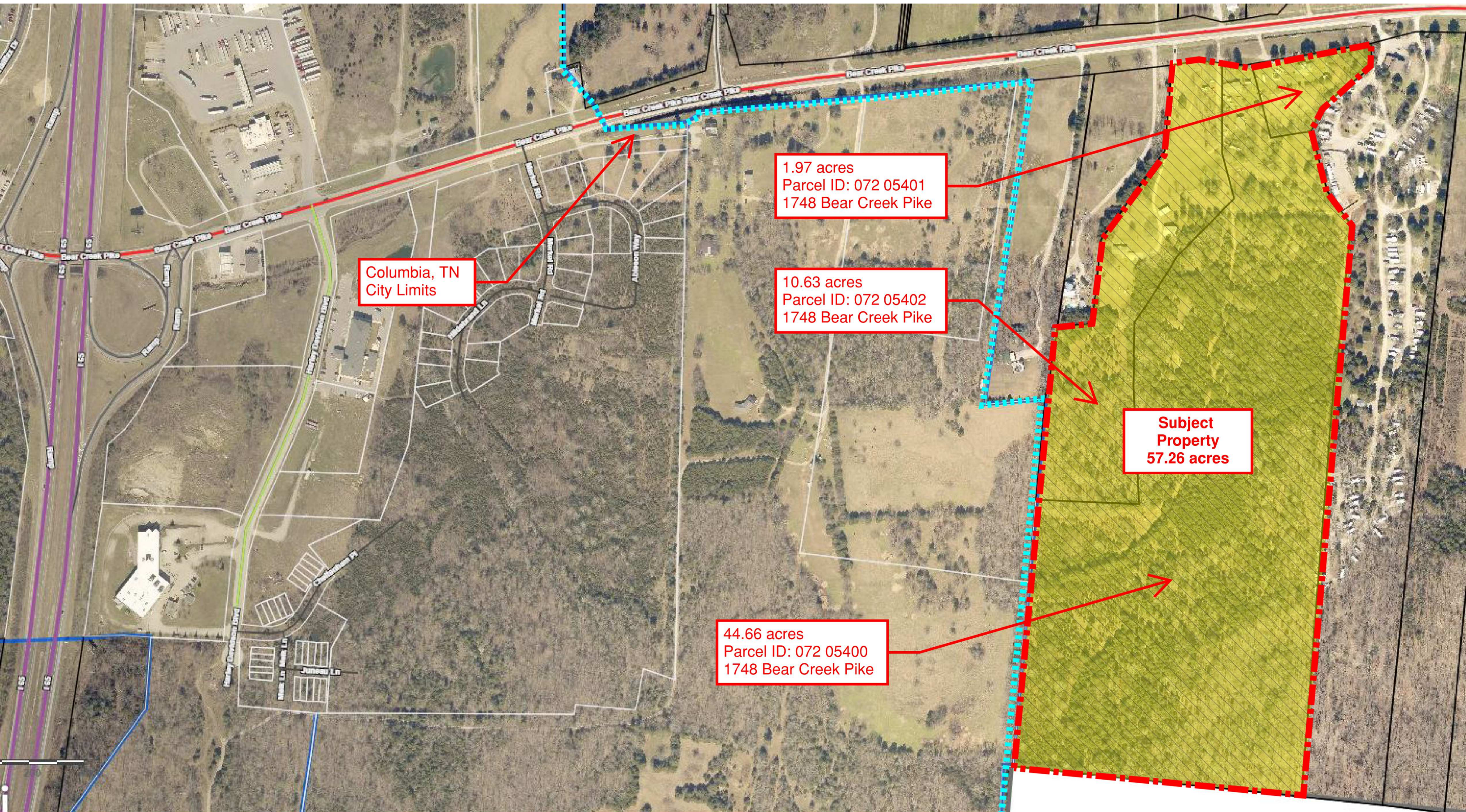
ALLEY HOMES - 84 UNITS
(47'x100' UNITS W/ 2-CAR GARAGE)

ESTATE HOMES - 52 UNITS
(80'x120' UNITS W/ 2-CAR GARAGE)

SITE AREA - 55.1 Acres
(2,397,954 sq.ft.)

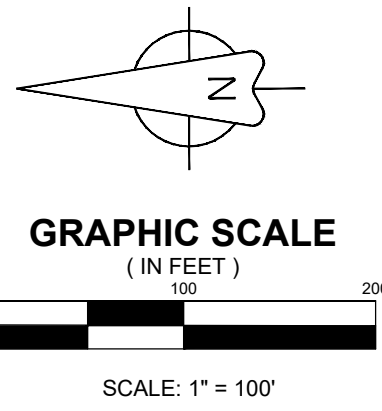
CIVIC SPACES -
POCKET PARKS - 2 REQUIRED (800' RADIUS)

TREE SAVE AREAS -
EXISTING TREE CANOPY - 82% (1,966,320 sq.ft.)
REQUIRED TREE SAVE - 30% (589,900 sq.ft.)





DATA CHART	
SITE ZONING:	CD-3
SITE ACREAGE:	56 ACRES
LOTS ALLOWED:	220 LOTS
LOTS PROPOSED:	131 LOTS
MIN. LOT WIDTH:	65'
MIN. LOT AREA:	6500 SF
MAX. LOT AREA:	10,500 SF



LEGEND	
---	PROPERTY LINE
---	EXISTING CONTOURS

NOT FOR CONSTRUCTION

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC

2004 CARMACK BLVD, SUITE C, COLUMBIA, TN 38401 | 615.417.7277 | WWW.TKC-AE.COM

CONSULTANTS:

PROJECT TITLE:
NRV SUBDIVISION

BEAN CREEK PK
COLUMBIA, TN

PRELIMINARY
DRAWINGS

Revision		
No.	Date	Description

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SHEET TITLE:
SITE PLAN - EXHIBIT 2

Preliminary Drawings
DATE: 02/16/2023
DRAWN BY: RT
PROJECT NO.: xx

SHEET NO.:
EX - 2



DEVELOPMENT SERVICES

I, Chrissy Paul being the sole owner of the 1748 Bear Creek Pike property more
particularly described as Parcel/Tax ID 072 054.02 on Plat of Record in Plat Book
R1912 Page 1430&1431 in the Maury County Register of Deeds office, do hereby,
formally, request that the City of Columbia, Tennessee annex such property into such City.

Chrissy Paul
Print Name

1/16/2024
Date

Chrissy Paul
Signature

STAFF USE ONLY	
Docket Number:	Requested Agenda:



DEVELOPMENT SERVICES

I, Teresa Bobo being the sole owner of the 1768 & 1774 Bear Creek Pike properties more particularly described as parcel Tax IDs 072 054.00 & 072 054.01 on Plat of Record in Plat Book 665 Page 385&386, Plat of Record in Plat Book 1264 Page 920&921 and in the Maury County Register of Deeds office, do hereby, formally, request that the City of Columbia, Tennessee annex such property into such City.

Teresa Bobo
Print Name

1/16/2024
Date

Teresa Bobo
Signature

STAFF USE ONLY	
Docket Number:	Requested Agenda:

PERSON RESPONSIBLE FOR TAXES:

INSTRUMENT PREPARED BY:

mail:

Bobby Bobo

Rt. 2

Columbia, Tenn.

C/o Homer Brown

Stella L. Hargrove
Attorney at Law
Columbia, Tennessee

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, including the love and affection which I have for my daughter, I, EULA BROWN, hereinafter called "Grantor", have this date bargained and sold and do hereby sell, transfer and convey unto BOBBY BOBO and wife, TERESA BOBO, hereinafter called "Grantees", as tenants by the entirety, their heirs and assigns, the following described real estate located in the Fourth (4th) Civil District of Maury County, Tennessee, to-wit:

BOUNDED on the North by State Highway 99; East by Phillips Recreational Enterprises, Inc.; South by Phillips Recreational Enterprises, Inc. and Eula Brown; and West by Eula Brown, and more particularly described as follows:

BEGINNING at an iron pin in the South margin of State Highway 99 Right-of-way, being the Northwest corner of Phillips Recreational Enterprises, Inc. tract, and the Northeast corner of the herein described tract; thence South with fence and Phillips Recreational Enterprises, Inc. South 6° 47' East, 112.27 feet to an iron pin; thence with fence and Phillips Recreational Enterprises, Inc. South 58° 34' West, 84.70 feet to an angle iron; thence with fence and Phillips Recreational Enterprises, Inc. South 51° 21' West, 94.93 feet to an iron pin; thence with fence and Phillips Recreational Enterprises, Inc. South 14° 42' West 107.01 feet to an angle iron; thence with fence and Eula Brown South 80° 18' West 177.84 feet to an angle iron; thence along a staked line and with Eula Brown North 18° 24' West 272.68 feet to a concrete highway Right-of-way monument in the South margin of State Highway 99 Right-of-way; thence with fence and State Highway 99 Right-of-way North 79° 52' East 350.42 feet to a concrete highway Right-of-way monument in the South margin of State Highway 99 Right-of-way; thence with highway Right-of-way North 69° 56' East 81.69 feet to the point of beginning, containing 1.97 acres, by survey of James D. Webb, Engineer-Surveyor, Maury County, Tennessee, dated August 28, 1980.

Being a portion of the same property conveyed to Homer Brown and wife, Eula Brown, by Deed of record in Book 409, page 402, Register's Office, Maury County, Tennessee. The said Homer Brown being now deceased, Eula Brown is the sole owner of this property by operation of law; and the said Eula Brown

I hereby certify that I registered the above Instrument the 8 day of Sept 1980

Lorise W. Anderson
Register

Katherine H. Scott
as

REGISTRY OFFICE MAURY COUNTY, TENNESSEE
Received for filing 3:55 PM and noted in 11 page 163 Registered in 10.00

Lorise W. Anderson
Register

Katherine H. Scott
as

remains a widow as of the date of this conveyance.

TO HAVE AND TO HOLD said real estate together with all of the rights, titles, interests, easements and appurtenances thereunto belonging unto Bobby Bobo and wife, Teresa Bobo, as tenants by the entirety, their heirs and assigns, in fee simple forever.

I COVENANT with the said Grantees, their heirs and assigns, that I am lawfully seized and possessed of said real estate, have a good and lawful right to sell and convey the same and that it is unencumbered.

I FURTHER COVENANT and hereby bind myself, my heirs and personal representatives, that I will forever warrant and defend the title to said real estate unto the Grantees, their heirs and assigns, against the lawful claims and demands of all persons whomsoever.

WITNESS my signature, this the 5 day of September, 1980.

Eula Brown
EULA BROWN

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned ^{Deputy Clerk} Notary Public in and for the said state and county, the within named Eula Brown, the bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained and expressed.

WITNESS my hand and official seal at Columbia, Tennessee, this the 5 day of September, 1980.

Nancy W. Thompson, Clerk
by Sam Maddux, Jr.
NOTARY PUBLIC County Clerk

My commission expires: 9-1-82

STATE OF TENNESSEE
COUNTY OF MAURY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 3,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Eula Brown
AFFIANT

SWORN TO AND SUBSCRIBED before me, this the 5 day of September, 1980.

Nancy W. Thompson, Clerk
by Sam Maddux, Jr.
NOTARY PUBLIC County Clerk

My commission expires: 9-1-82

STATE OF TENNESSEE, MAURY COUNTY
Transfer Tax \$ 2.80 Mortgage Tax \$
Public Fee \$.50 Total Paid \$ 8.30
Receipt No 8277 Received By KL
3 Day Of Sept. 1980

BOOK 665 PAGE 386

This instrument prepared by Bobby W. Sands, Sands & Sands, P.O. Box 1660, Columbia, TN 38402-1660.

Send Tax Bills to:

MA
Mrs. Eula Brown
1768 Bear Creek Pike
Columbia, TN 38401

MAP 72
PARCEL 54

QUITCLAIM DEED

FOR AND IN CONSIDERATION for the love and affection of my daughter and son-in-law, the receipt of which is hereby acknowledged, EULA BROWN, a widow, Grantor, by these presents, does hereby quitclaim and convey unto TERESA BOBO and husband, BOBBY BOBO, Grantees, their successors and assigns of all her right, title and interest, with the exception that I retain a life estate for and during my natural life, in and to the following described property located in the Fourth (4th) Civil District of Maury County, Tennessee, to-wit:

Beginning at a stake in the corner of Salmon's line, thence S. 88 deg. E. with Salmon and Burt's line 88 poles to a stake, thence N. 3 deg. E. 200 poles to a rock pile, thence N. 88 deg. W. 80 poles to a stake, thence 200 poles with Salmon's line to the beginning, containing 100 acres, more or less. Included in the above description but excluded from this conveyance is one acre heretofore sold to Davis Hays and 14 acres heretofore sold to Sam Jones, making 15 acres all of which lies on the N. side of the Bear Creek Pike; leaving 85 acres more or less, hereby conveyed which is generally bounded on the N. by the Bear Creek Pike; East by Silas Derryberry; South by Will Jones and W. by C. W. Knight, containing 85 acres, more or less. Being all of the land lying S. of said Bear Creek Pike, conveyed to Mrs. Nannie Peay by deed of record in Book 181, Page 227, and the same property conveyed by Mrs. Nannie Peay to Homer Brown and wife, Eula Brown, by deed dated January 31, 1956, and recorded in Book 317, Page 253, and being the same property conveyed by Homer Brown and wife, Eula Brown, to J. L. Gobble by deed dated February 2, 1963, recorded in Book 409, Page 123, all in the Register's Office of Maury County, Tennessee.

Being the same property conveyed to Homer Brown and wife, Eula Brown, by deed of record in Book 409, Page 402, Register's Office of Maury County, Tennessee. The said Homer Brown having died on the 10th day of October, 1975. The said Eula Brown being the surviving tenant by the entirety.

THE ABOVE DESCRIPTION IS THE SAME AS IN PRIOR DEED.

INCLUDED IN THE ABOVE DESCRIPTION BUT SPECIFICALLY EXCLUDED therefrom are the following parcels of land:

EXCLUSION ONE: A tract of land containing 21.28 acres conveyed to Ross Anderson, Jr. and wife, Mary Jean Anderson, being more particularly described in Deed of

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 15 day of Sept, 1975 at 11:20 o'clock A.M.
Note Book 17 Page 68 Receipt # 58327 Recording Fee 8.00
State Tax 0 Probate Fee 0 Total 8.00
Book 1264 Page 920, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS
L. Wayne White

BOOK 1264 PAGE 920

record in Book 505, Page 306, Register's Office of Maury County, Tennessee.

EXCLUSION TWO: A tract of land containing 1.97 acres conveyed to Bobby Bobo and wife, Teresa Bobo, being more particularly described in Deed of record in Book 665, Page 385, Register's Office of Maury County, Tennessee.

EXCLUSION THREE: A tract of land containing 14.87 acres conveyed to Ricky Eugene Brown, being more particularly described in Deed of record in Book 669, Page 653, Register's Office of Maury County, Tennessee. See also Deed Book 689, Page 305, Register's Office of Maury County, Tennessee.

IN WITNESS WHEREOF, I have hereunto set my hand, this the 13th day of September, 1995.

Eula R. Brown
EULA BROWN

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, a Notary Public in and for said State and County, the within named EULA BROWN, a widow, the bargainor, with whom I am personally acquainted, or proved to be on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in Columbia, Tennessee, this the 13th day of September, 1995.

My Commission Expires:

10-29-95

[Signature]
Notary Public

AS PROVIDED IN T.C.A. 67-4-409(3)(5) THIS CONVEYANCE IS EXEMPT FROM THE PAYMENT OF RECORDATION TAX.

MAURY COUNTY REGISTER, STATE OF TENNESSEE
I do hereby swear or affirm that the actual Consideration or value of the property transferred is 0, which amount is equal to or greater than the amount which the property transferor would have paid at a fair voluntary sale.

Eula R. Brown Affiant
Subscribed and sworn before me this 15 day of SEPT 1995
[Signature]

06005629

Prepared By:
Security Title & Escrow Co., LLC
500 West 7th Street
Columbia, TN 38401

2 PGS : AL - QUITCLAIM DEED	
SUSIE BATCH: 48076	
04/12/2006 - 03:55 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING
REGISTER OF DEEDS

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between
Jo Ann Brown, FIRST PARTY, which expression shall include heirs, assigns and personal
representatives, and **Chrissy Potts**, SECOND PARTY, which expression shall include heirs,
assigns, and Personal Representatives.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS (\$10.00), and other good and
valuable considerations, the receipt of all of which is hereby acknowledged, FIRST
PARTY conveys, and quitclaims unto SECOND PARTY the following described
property:

See Exhibit "A"

Being the same property conveyed to Jo Ann Brown and Chrissy Potts by Co-
Administrators' Deed of record in Book R1805, Page 963-966, Register's Office for
Maury County, Tennessee.

Map 72, Parcel 54.02

IN WITNESS WHEREOF, this conveyance has been executed on the 10 day of April, 2006.

Jo Ann Brown
Jo Ann Brown

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, the undersigned, **Jo Ann Brown**, with whom I am
personally acquainted, and who acknowledged that he executed this instrument for the purposes
therein contained.

WITNESS my hand, at office, this the 10 day of April, 2006.

My commission expires:

8-21-06

Linda S. Russell
Notary Public

STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred,
whichever is greater is \$ -0-.

Chrissy Potts
Affiant

Subscribed and sworn to before me, this 10th day of April, 2006.

My commission expires:

August 16, 2008

Erica D. Buchanan
Notary Public

NEW PROPERTY OWNER:

PERSON RESPONSIBLE FOR TAXES:

Chrissy Potts
528 Bragg Avenue
Smyrna, TN 37167

SAME

EXHIBIT A

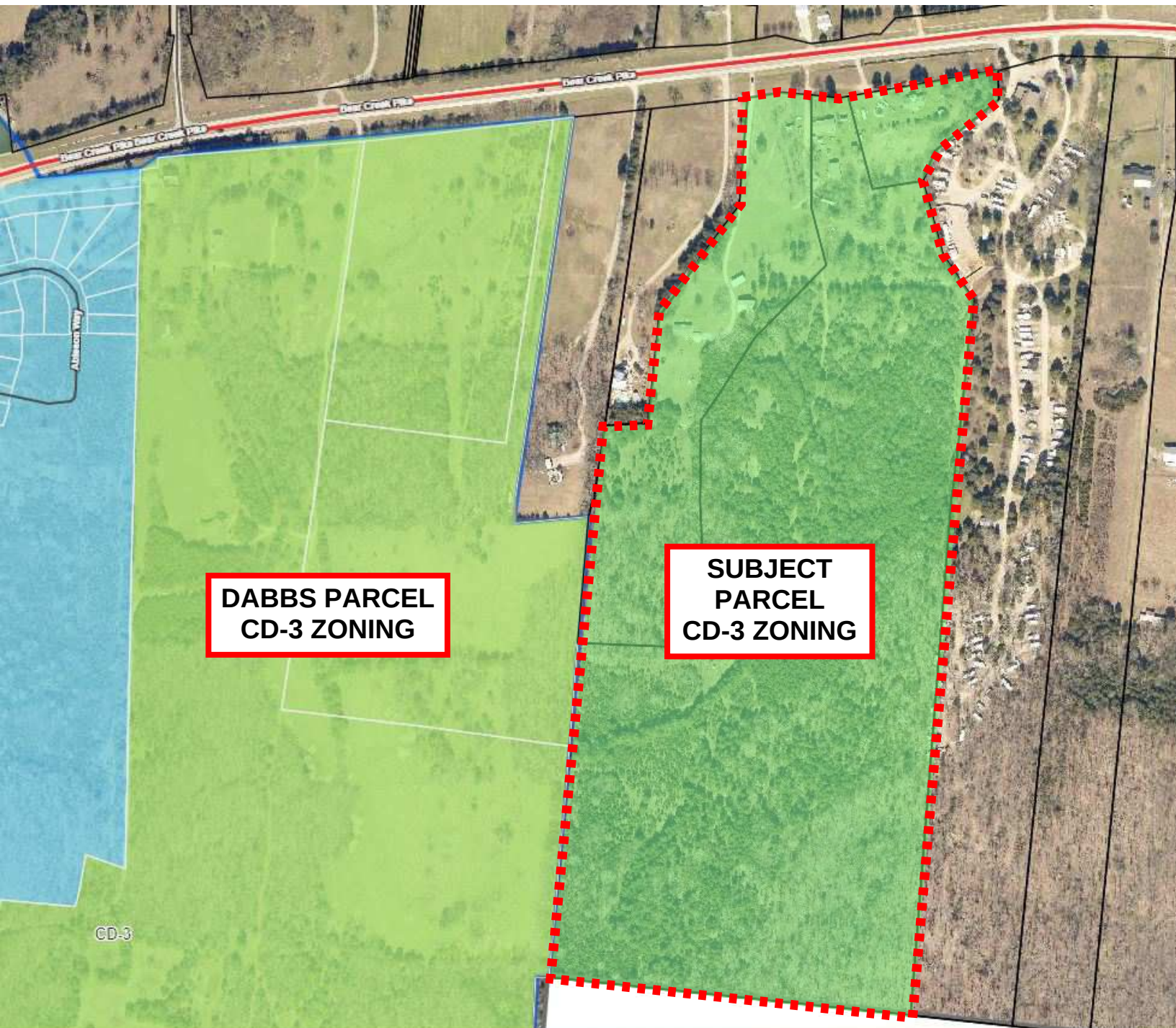
Located in the Fourth (4th) Civil District of Maury County, Tennessee and more particularly bounded and described as follows:

Bounded on the N. by State Highway 99; E. by Eula Brown; S. by Eula Brown, and W. by James L. Waldrum, and more particularly described as follows: Beginning at an angle iron in the S. margin of State Highway 99 right-of-way, being the NE corner of James L. Waldrum tract, and the NW corner of the herein described tract; thence with highway right-of-way N. 79 deg. 50 min E. 378.17 ft., to a concrete highway right-of-way monument; thence with highway right-of-way N. 89 deg. 48 min. E. 166.65 ft. to a railroad spike in center of driveway, being the NW corner of Eula Brown tract and the NE corner of the herein described tract; thence with the center of driveway and Eula Brown S. 1 deg. 46 min, E. 164.72 ft. to a railroad spike in center of driveway; thence with center of driveway and Eula Brown S. 6 deg. 31 min, E. 169.66 ft. to a railroad spike in center of driveway; thence with driveway and Eula Brown S. 15 deg. 36 min, E. 160.66 ft. to an angle iron near edge of driveway; thence along a staked line and with Eula Brown S. 41 deg. 54 min, W. 322.13 ft. to an angle iron; thence along staked line and with Eula Brown S. 27 deg. 15 min W. 264.61 ft. to an angle iron; thence along a staked line with Eula Brown S. 6 deg. 30 min E. 380.07 ft. to an angle iron in an old fence line, being the SE corner of the herein described tract; thence with old fence line and Eula Brown S. 88 deg. 25 min, W. 387.41 ft. to an angle iron in fence line, being the E. boundary line of James L. Waldrum tract and being the SW corner of the herein described tract; thence with fence and James L. Waldrum N. 3 deg. 19 min, E. 648.87 ft. to an angle iron in fence line, being the E. boundary line of James L. Waldrum tract and the W. boundary line of the herein described tract; thence with fence and James L. Waldrum N. 4 deg 12 min E. 916.94 ft. to the beginning, containing 14.87 acres by survey of James D. Webb, Engineer-Surveyor, Maury County, Tennessee, dated August 28, 1950.

Included in the above description, but excluded from the conveyance herein is the following described property: Located in the Fourth (4th) Civil District of Maury County, Tennessee, and being the same property described but excluding the following: Bounded on the north by State Highway 99, on the east and south by the remaining lands of Ricky Brown, and on the west on the west by Billy Pressnell, Deed Book 817, Page 508, and more particularly described as follows:

Beginning at an angle iron set in the south margin of State Highway 99, the northeast corner of Billy Pressnell, the northwest corner of Ricky Brown, Deed Book 689, Page 305, and the northwest corner of the tract being described; thence with the south margin of Highway 99, North 79 deg. 50 mins. east 293.20 feet to an iron pipe; thence leaving State Highway 99 and with the remaining lands of Ricky Brown as follows: South 1 deg. 54 mins. west 306.00 feet to an iron pipe, south 32 deg. 54 mins. west 352.20 ft. to an iron pipe, south 3 deg. 50 mins. west 326.47 feet to an iron pipe, and south 85 deg. 58 mins. west 124.30 ft. to an iron pipe set in the fence row, the southwest corner of the tract being described, and a point on the east boundary of Pressnell; thence with Pressnell and a fence north 4 deg. 00 mins. east 271.46 feet to the beginning and containing 4.24 acres as surveyed by William J. Reichman, R.L.S. #1315, on August 8, 1990.

**REQUESTING REZONING FROM
MAURY COUNTY / AGRICULTURAL USE
TO CD-3 TO MATCH ADJACENT DABBS ZONING**





PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

Fold hard copy submittals larger than 8½"x11"

ADDRESS/LOCATION			
	TAX MAP: 072	GROUP: 05	PARCEL: 402
SUMMARY OF NATURE OF REQUEST AND WORK	Requesting Annexation, CD-3 Zoning, Comprehensive Plan Amendment from Rural Transition to Suburban Neighborhood		

DATE OF PRE-APPLICATION CONFERENCE	12/6/2023	<i>Pre-application meetings are scheduled for Wednesdays.</i>
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SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☒ Annexation ☒ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Multi-Family Site Plan ☒ Other: Future Land Use Plan Amendment <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations/Rezoning/PUD's:</u> ☒ Written Legal Description copy ☒ Requested Zone Listed ☒ Compliance with Comprehensive Plan ☒ Annexation Permission Form ☒ Plans and/or Plats conforming to City standards with check list completed ☒ Columbia Water System Availability Letter <u>Plats/PUDs:</u> ☐ Project Name (include Sections & Phases) _____ ☐ Total Number of Lots _____ ☐ Total acreage _____

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

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

APPLICANT

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

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

PROPERTY OWNER NAME	Chrissy Paul	PHONE	
ADDRESS	1748 Bear Creek Pike	EMAIL	chrissy.paul@gmail.com

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

Josh Rowland
APPLICANT NAME

Josh Rowland
APPLICANT SIGNATURE

1/16/2024
DATE

Chrissy Paul
PROPERTY OWNER NAME

Chrissy Paul
PROPERTY OWNER SIGNATURE

1/16/2024
DATE

STAFF USE ONLY

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



PLANNING COMMISSION
PROJECT DEVELOPMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

Fold hard copy submittals larger than 8½"x11"

ADDRESS/LOCATION			
	TAX MAP: 072	GROUP: 05	PARCEL: 400, 401, 402
SUMMARY OF NATURE OF REQUEST AND WORK	Requesting Annexation, CD-3 Zoning, Comprehensive Plan Amendment from Rural Transition to Suburban Neighborhood		

DATE OF PRE-APPLICATION CONFERENCE	12/6/2023	<i>Pre-application meetings are scheduled for Wednesdays.</i>
------------------------------------	-----------	---

SELECT REQUEST	SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO:
☒ Annexation ☒ Rezoning ☐ Preliminary Plat ☐ Final Plat ☐ PUD Preliminary Master Plan ☐ PUD Final Site Plan ☐ Multi-Family Site Plan ☒ Other: Future Land Use Plan Amendment <i>*File naming nomenclature examples:</i> <i>Freedom Point Site Plan</i> <i>Freedom Point Master Plan</i> <i>Freedom Point Final Plat</i>	<u>Annexations/Rezoning/PUD's:</u> ☒ Written Legal Description copy ☒ Requested Zone Listed ☒ Compliance with Comprehensive Plan ☒ Annexation Permission Form ☒ Plans and/or Plats conforming to City standards with check list completed ☒ Columbia Water System Availability Letter <u>Plats/PUDs:</u> ☐ Project Name (include Sections & Phases) _____ ☐ Total Number of Lots _____ ☐ Total acreage _____

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APPLICANT

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

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

PROPERTY OWNER NAME	Teresa Bobo	PHONE	
ADDRESS	1768 Bear Creek Pike	EMAIL	boboteresa1@gmail.com

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

Josh Rowland
APPLICANT NAME

Josh Rowland
APPLICANT SIGNATURE

1/16/2024
DATE

Teresa Bobo
PROPERTY OWNER NAME

Teresa Bobo
PROPERTY OWNER SIGNATURE

1/16/2024
DATE

STAFF USE ONLY

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