Regional Planning Commission
Kingston Springs, Tennessee

September 8, 2022
Meeting Packet

Kingston Springs Regional Planning Commission
Meeting Agenda
September 8, 2022

Submittal Deadline Date: August 12, 2022

The meeting was called to order by _____ at _____ pm.

1. **Roll Call of Voting Members:**

Keith Allgood	_____
Tony Campbell	_____
Tony Gross	_____
Mike Hargis	_____
Lauren Hill	_____
Brian McCain	_____
Mike Patenaude	_____
Chuck Sleighter	_____
Todd Verhoven	_____

2. **Non-Voting Staff:**

Sharon Armstrong	_____
John Lawless	_____
Martha Brooke Perry	_____

3. **Declaration of Quorum by Chairperson.**

4. **Motion to approve August 11, 2022, Planning Commission meeting minutes.**

5. **Motion to approve September 8, 2022, Planning Commission meeting agenda.**

6. **Community Input**

7. **Old Business**

   A. **The Golf Club of TN - Rezone of portions for shared use with The Golf Club of DBI LLC of property to TMU-PUD to accommodate Commercial Use.**

   B. **Ellersly PUD Subdivision - Energy Fit Solutions, INC - Recommendation of the PUD Agreement by the Kingston Springs Regional Planning Commission to the Kingston Springs City Commission.**

8. **New Business**

   A. **Consideration of Change of Use - Yoga Studio – 385 North Main Street Suite 103 – Map 96B, GRP A Parcel 8. The Property is located adjacent to Gerald Hemmer 403 N. Main; AB Developers 383 Moores Circle; Karl Francis 387 Moores Circle; Gerald Hemmer 410 Main St.; DAN GOWIN JR. ETUX MELINDA 386 N MAIN ST. Kingston Springs United Methodist 376 N Main St.; and is located in the C-1 Central Business District.**

9. **Other (For Discussion Only).**

   A. **Setback Requirements**

10. **Motion to Adjourn.**

The meeting was adjourned by _____ at _____pm

_____	_____
Mike Patenaude	**Jamie Dupré**
Planning Commission Chair	**City Recorder**

Kingston Springs Regional Planning Commission
Meeting Minutes
August 11, 2022

The meeting was called to order by Vice-Chair Sleighter at 7:00pm.

1. **Roll Call of Voting Members:**

Keith Allgood	Present
Tony Campbell	Present
Tony Gross	Present
Mike Hargis	Absent
Lauren Hill	Present
Brian McCain	Present
Mike Patenaude	Absent
Chuck Sleighter	Present
Todd Verhoven	Present

2. **Non-Voting Staff:**

Sharon Armstrong	Present
John Lawless	Present
Martha Brooke Perry	Present

3. **Declaration of Quorum by Chairperson.**
Quorum declared by Vice-Chair Sleighter.

4. **Motion to approve July 14, 2022, Planning Commission meeting minutes.**
Motion to approve July 14, 2022, Planning Commission meeting minutes made by Keith Allgood, seconded by Tony Campbell, and approved unanimously.

5. **Motion to approve August 11, 2022, Planning Commission meeting agenda.**
Motion to approve August 11, 2022, Planning Commission meeting agenda made by Tony Campbell, seconded by Lauren Hill, and approved unanimously.

6. **Community Input**
None.

7. **Old Business**

A. **The Golf Club of TN - Rezone of portions for shared use with The Golf Club of DBI LLC of property to TMU-PUD to accommodate Commercial Use.**
City Planner Armstrong stated that in discussions with the Golf Club of Tennessee and the Golf Club of DBI LLC, the Golf Club of Tennessee wished to share some of their facilities with the Golf Club of DBI LLC. The Town has advised that if they wish to share the stated facilities, the area would need to be rezoned due to the different use structures of the two different courses. Armstrong stated that Mr. Hooper, representative of the Golf Club of Tennessee, has advised they will be filing that application soon. No action to be taken at this time on this agenda item,

B. **Ellersly PUD Subdivision - Energy Fit Solutions, INC - Recommendation of the PUD Agreement by the Kingston Springs Regional Planning Commission to the Kingston Springs City Commission.**
City Planner Armstrong stated that it was the Town's understanding the applicant would like to defer this item and that staff will be meeting with the applicant developer over the next couple of weeks to discuss potential changes and bring those changes back to the Planning Commission for consideration. Mr. Riser, representing the applicant, then spoke and requested the item be deferred to next month's meeting. Motion to defer made by Tony Campbell, second by Todd Verhoven. Motion passed unanimously.

8. **New Business**

A. **Hedgepath Subdivision - Final Plat, E. Kingston Springs Rd. Map 092, Parcel 102, located adjacent to Brian D. Petty (313 E. Kingston Springs Rd.) and Brian J. Knobes, 297 E. Kingston Springs Rd. The Parcel is Zoned R-1 Low Density Residential District, not located in a regulated flood zone, and contains areas of 25% Slope, is deemed a critical lot by the Kingston Springs Regional Planning Commission and requires a minimum of two (2) acres.**
City Planner Armstrong states the property and the plat as submitted meet the requirements of the Town. Motion to approve the final plat made by Tony Campbell, seconded by Lauren Hill. Brian McCain declared a conflict as the surveyor and abstained from the vote. Motion passed unanimously with Brian McCain abstaining.

9. **Other (For Discussion Only).**

City Planner Armstrong discussed the Town's requirement for mylars to be submitted due to issues with scanning at the Register of Deeds Office. Brian McCain stated a durable, reproducible copy should be supplied to the Register of Deeds Office and suggests the requirement for mylars remains. Tony Campbell requested that Planner

Armstrong bring a recommendation back to the Planning Commission at their next meeting.

10. Motion to Adjourn.

The meeting was adjourned by Vice-Chair Sleighter at 7:12pm

Chuck Sleighter
Planning Commission Vice-Chair

Jamie Dupré
City Recorder

PLANNED UNIT DEVELOPMENT AGREEMENT
TOWN OF KINGSTON SPRINGS, TN
ENERGY FIT SOLUTIONS, INC

THIS DEVELOPMENT AGREEMENT is made and entered into on this_____day of _____, 2022, by and between THE TOWN OF KINGSTON SPRINGS OF CHEATHAM COUNTY, TENNESSEE, A MUNICIPAL CORPORATION under the laws of the State of Tennessee, with its office and principal place of business in Cheatham County, Tennessee (hereinafter called the "TOWN"), and RONALD B. MERVILLE, JR. AND WIFE, LADONNA M. MERVILLE, the Developer in that certain Planned Unit Development Agreement executed by them and the Town, dated March 8, 2007, for Ellersly Subdivision (the Mervilles being hereinafter collectively referred to as "Assignor"), and ENERGY FIT SOLUTIONS, INC., a corporation under the laws of the State of Tennessee, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the TOWN previously entered into a Planned Urban Development Agreement with Assignor, dated March 8, 2007, pertaining to the development of that certain Phase I of Ellersly Subdivision (hereinafter "Ellersly"), and the original plat for Ellersly, a Planned Unit Development consisting of 35 Lots, being Phase I of a multi-phase development, received preliminary and final platting approval of the Kingston Springs Municipal Regional Planning Commission (hereinafter called the Planning Commission) on the 8th day of March, 2007, pursuant to Tennessee Code Annotated § 13-4-301, et seq. and § 13-3-401, et seq., and the Subdivision Regulations of Kingston Springs, Tennessee, (the Subdivision Regulations) and other applicable ordinances of the TOWN. Such plat was recorded at Plat Book 13, page 256, Register's Office of Cheatham County, Tennessee and was re-recorded at Plat Book 13, page 308, said Register's Office; and

WHEREAS, on January 22, 2007, Assignor filed a Charter of the Ellersly Homeowners Association, Inc. with the Tennessee Secretary of State (hereinafter, "the Association"), and such Charter was recorded at Record Book 234, page 139, said Register's Office; and

WHEREAS, on June 5, 2007, at Record Book 250, page 1, said Register's Office, the Assignor filed a Declaration of Covenants, Conditions and Restrictions for Ellersly a Planned Unit Development Together with Appended By-Laws For Ellersly Homeowners Association, Inc. (hereinafter "the Restrictions"), and such document (and its addendums) was approved by the TOWN prior to recording; and

WHEREAS, the Assignor subsequently sold, transferred, and conveyed certain lots of the Ellersly subdivision to third parties; and

WHEREAS, the Assignor did not fully complete the terms of the original Development Agreement, and the said original Development Agreement executed between the TOWN and the

Assignor, dated March 8, 2007, has expired. Further, certain of the applicable regulations and ordinances of the TOWN relative to property development have since been amended and are now in effect with respect to the further development of the subject property; and

WHEREAS, the DEVELOPER is now the owner of certain portions of Ellersly pursuant to a conveyance and assignment of all rights and responsibilities by Assignor to DEVELOPER, and DEVELOPER has authority to engage in such development, and DEVELOPER herein may be referred to as "he, she, his, her or it." A copy of the deed from Assignor to DEVELOPER is of record at Record Book 574, page 541, said Register's Office, and a copy of the assignment of rights and responsibilities of development (hereinafter "Assignment and Assumption Agreement") is attached hereto as Exhibit D; and

WHEREAS, at the time of execution of this Agreement, the Assignor owns one (1) lot in Ellersly and the DEVELOPER owns nine (9) lots and the common areas and roadways in Ellersly. A description of these properties, which the parties intend to make subject to this Agreement is set forth in Exhibit C hereto (hereinafter "Property"); and

WHEREAS, the DEVELOPER desires to continue to further develop and complete Phase I of Ellersly as described on the Exhibits hereto (hereinafter called the "PROJECT"); and

WHEREAS, upon satisfactory completion of the conditions of this Agreement, the General Common Elements and all infrastructure improvements including, but not limited to, sewer, private roads, sidewalks, drainage, landscaping, private sewer system, and all other improvements specified by the plans and plats of the development approved by the TOWN and the Planning Commission as same may be amended from time to time by the TOWN and the Planning Commission, for the PROJECT (hereinafter "Improvements") will be owned, operated and maintained by the Association, provided that the Association is or remains a Tennessee non-profit mutual benefit corporation, existing for a perpetual term with general and special assessment powers. The common areas, together with the private roadways, sewer and water systems will be General Common Elements pursuant to this Agreement. Each parcel owner within the Development will be a member of the Association (at all times during the term of such ownership), and subject to assessment, thereby.

WHEREAS, the Association is authorized to perform the functions and duties as specified in the Association By-Laws (together known as the "ASSOCIATION BY-LAWS"), either directly, or through maintenance contractors or a management agent engaged by the Association or through an association in which such Association is a constituent member, or any combination thereof.

WHEREAS, in consideration for the agreement of the TOWN to approve the plans for the PROJECT, the DEVELOPER has agreed to construct the necessary improvements to the standards of the TOWN; to assume the role and obligations of the developer of the project from Assignor and to assume the role and obligations of the Declarant in the Restrictions and Association By-Laws, all of which shall be set forth in the Assignment and Assumption

Agreement; and to perform the terms, conditions, and obligations set forth herein; and

WHEREAS, in order for said improvements to be connected with the utility system(s) and road infrastructure of the TOWN 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 TOWN that are currently in effect for private improvements in said project and construct or extend utilities to the project at its own cost; and

WHEREAS, the TOWN accepts no dedication of the wastewater utilities, roadways, and other appurtenant improvements which are private in nature.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, is the parties agree and acknowledge as follows:

I. GENERAL CONDITIONS

1. Construction Costs

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

2. Bonding

At the time of execution of this Agreement, the DEVELOPER shall be bound to provide to the TOWN a Performance Bond as set forth in the TOWN Subdivision Regulations in the amount of most recent State of Tennessee Unit Costs for Region 3 at the time of the execution of the Performance Bond plus Twenty-Five Percent (25%), from a bank or other appropriate insurance bonding institution licensed to do business in Tennessee and insured by the FDIC, irrevocable without conditions, and which shall provide a location in Cheatham County or a county contiguous to Cheatham County, Tennessee where such bond may be drawn, in the amount set forth on the Bonding Schedule and form attached hereto as Exhibit "A" for the Improvements. The Performance Bond shall secure performance of all obligations of the DEVELOPER under this Agreement pursuant to Planning Commission approved plans, filings and permits, as same may be amended from time to time. The Performance Bond shall meet all requirements established in the Subdivision Regulations or other ordinances of the TOWN and secure full compliance with all terms and conditions of this agreement, including payment of all amounts payable by the DEVELOPER of DEVELOPER's obligations hereunder, and its obligations under the warranty and indemnification provisions hereof. The Performance Bond 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 Bond without any further approval of the TOWN legislative body or Planning Commission; such call of the Performance Bond may be made upon the sending by the TOWN of notice of same to the DEVELOPER. The Performance Bond will not be released, except and until there has been full compliance with this Agreement, and upon

certification by the Town Planner that the development has been completed in full compliance with the approved plat, and upon certification of a licensed engineer that the development has been completed in full compliance with the construction plans. Thereafter, in conformity with the TOWN's Subdivision Regulations, maintenance bonding, as applicable, shall be required prior to release of the Performance Bond.

3. Inspection

The TOWN shall have a continuous right to inspect the work, Improvements, and facilities to assure that same are constructed in accordance with the Subdivision Regulations, other applicable ordinances or resolutions of the TOWN and approved construction plans. Further, the TOWN shall have the right to enter upon any property of the DEVELOPER or the common areas of the PROJECT in order to perform such inspections.

4. Right of Entry

The TOWN shall have the right, in the event the Performance Bond is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed. The taking of such action shall, in no way, be deemed an event of acceptance or intent to accept the Improvements completed by the Town or dedication thereof by DEVELOPER.

Easements to the TOWN for the inspection or repair or performance of the construction of the Improvements (in the event of a call of the Performance Bond as contemplated herein) are acknowledged and reserved as shown on the approved final plan attached hereto as Exhibit B. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct, or change the direction of the water flow within the easements for the stormwater drainage system, Project drainage areas, and utility easement areas, or which otherwise interferes with, impedes, or obstructs the use and maintenance of the Improvements. The repair and maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by DEVELOPER until the transfer of such obligation described herein to the Association (such transfer being subject to the approval of the TOWN and Planning Commission as contemplated further herein), at which time the Association shall be responsible for the same and the Developer shall no longer be so responsible pursuant to the terms of the Restrictions and Association By-Laws. Notwithstanding the foregoing, such transfer of obligations shall not be made until such time as the TOWN has approved such transfer in accordance with the provisions contained in this Agreement.

5. Approval of Facilities

Upon written notice by the TOWN to the DEVELOPER of the TOWN'S approval of all or part of the Improvements, and conveyance by deed of same to the Association as contemplated in this Agreement, then those Improvements, facilities, and/or easements specified in the approval shall become private property of the Association, subject to any maintenance and other obligations contemplated in this Agreement. Prior to the granting of approval by the TOWN and conveyance by deed of the Improvements or other facilities or easement areas to the Association, DEVELOPER shall, if requested by the TOWN, furnish to TOWN an attorney's certificate of title examination evidencing any such Improvement, facility, and/or easement parcel is free and clear of any encumbrance, except for any permitted exception(s) approved in writing by TOWN's attorney. A written legal description to be exhibited to the deed shall be furnished with DEVELOPER's evidence of clear title. Prior to transfer of all facilities and Improvements to the Association, DEVELOPER will file a requisite Notice of Completion in the Register of Deeds Office of Cheatham County, Tennessee, pursuant to Tennessee Code Annotated. § 66-11-143, and fulfilling all requisite notices provided for therein.

The deed of conveyance for any such Improvements, facilities, common areas and/or easements from the DEVELOPER to the Association shall recite that such conveyance is subject to the terms, conditions, and obligations of this Planned Urban Development Agreement between DEVELOPER and the TOWN and that the Association accepts and shall be bound by such terms, conditions, and obligations set forth in said Agreement. Prior to execution and recording, such deed of conveyance must be approved by the TOWN'S attorney to ensure its compliance with the provisions of this Agreement. The DEVELOPER further agrees that any Improvements or facilities placed within a public or platted public right-of-way or dedicated public easement is irrevocably dedicated to the public use. All conveyances or dedications are without any right of reimbursement or compensation of any kind.

6. Failure to Install

In the event the DEVELOPER fails to install the Improvements in accordance with the terms of this Agreement, the TOWN shall have the right to call the Performance Bond and to enter upon the property as provided for in this Agreement in order to complete the installation of such Improvements as the TOWN deems necessary. The TOWN's election to call the Performance Bond and complete the installation of such Improvements shall not be construed as an assumption of any obligation related to these Improvements, including, but not limited to, the obligation to construct, repair, complete, or maintain or accept the Improvements and facilities, nor shall it be construed as any assumption of obligation on the part of the TOWN to pay for any part of the cost of installing the Improvements, nor will it relieve DEVELOPER from any other contractual or

monetary obligation owing unto TOWN for which DEVELOPER shall remain liable. In all events, DEVELOPER shall remain liable for all costs of completion of the Improvements that are in excess of the amount of the Performance Bond.

7. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, monies tendered under the TOWN'S Pass-Through Ordinance, or other amounts paid to the TOWN shall be refundable to the DEVELOPER. Further, upon final approval, no fees or monies paid shall be refundable.

8. Liability Insurance

The DEVELOPER shall purchase and maintain an owner's and contractor's general liability policy in the amount of two million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) aggregate, as well as a public liability insurance policy in the amount of one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) aggregate, and name the TOWN as an additional insured party on both policies until the expiration of the warranty periods contemplated in this Agreement that begin upon the final completion and approval of the construction of the Improvements. DEVELOPER further agrees to indemnify and hold and name the TOWN harmless from the claim of any person for any matter whatsoever, including, but not limited to, injury, death, or damages to persons or property, and the DEVELOPER further agrees to pay the costs of the TOWN to defend any action brought in any court against the TOWN, including, but not limited to the costs of attorneys' fees, and to pay any judgments rendered against the TOWN.

9. Legal Expense in Case of Default

In the event the DEVELOPER or its sureties breach this agreement, they shall bear all costs of the TOWN's reasonable expenses, including reasonable attorney's fees and other expenses incurred in enforcing this Agreement, whether incurred by negotiation, litigation or otherwise and in completing the obligations and terms set forth in this Agreement Entitlement to the aforesaid costs and expenses shall also be applicable to I (8) above.

10. Town Ordinances, Rules and Regulations

All currently existing TOWN ordinances, resolutions, rules and regulations, and the Subdivision Regulations adopted by the Planning Commission and Board of Commissioners of the TOWN are made a part of this Agreement by reference as if fully set forth verbatim herein. In the event of a conflict between the terms of this Agreement and a TOWN ordinance, in existence as of the effective date of

this Agreement, whichever imposes the more stringent restrictions shall prevail. In the event of a conflict between the terms of this Agreement and the Subdivision Regulations in existence as of the effective date of this Agreement, whichever imposes the more stringent restrictions shall prevail. All work done under this Agreement is to be performed in accordance with approved plans, permits, and specifications approved by the TOWN and which are made a part hereof as Exhibit "B".

11. Agreement not Assignable

No third party shall obtain any benefits or rights under this Agreement with the exception of the assignment to the Association as contemplated herein, nor shall the rights or duties be assigned by any party absent mutual consent of the parties reduced to writing, said consent from either party not to be unreasonably withheld.

12. Revocation and Interpretation

This Agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the TOWN, even if the Agreement has not been executed by the TOWN or does not bind TOWN 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 Cheatham County, Tennessee, and Tennessee appellate courts therefrom.

13. No Oral Agreement

This Agreement may not be orally amended and supersedes all prior negotiations, commitments or understandings. Any written modification to this Agreement must be recommended for approval by the Kingston Springs Municipal Regional Planning Commission and must be approved by Kingston Springs Board of Commissioners.

14. Severability

If any portion of this Agreement is held to be unenforceable, the TOWN solely 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.

15. Transferability

The DEVELOPER and/or Assignor agree that it/they will not transfer the Property which is subject to this Agreement without first obtaining approval from TOWN as provided herein. Notwithstanding the foregoing, the prohibition on transfer without TOWN approval set forth in this provision shall not be applicable to the individual building lots described in Exhibit C, Tract 2. For any proposed transfer, the TOWN must be provided with the contact information of the transferee, and the transferee must assume the obligations and conditions to develop the PROJECT as set forth in this Agreement. The DEVELOPER agrees to provide the TOWN an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide bond security sufficient to assure such performance. Said Assumption Agreement will be subject to the approval of the TOWN. The DEVELOPER and/or Assignor understand that if it/they transfer said property without providing the notice of transfer and Assumption Agreement as required herein, it will be in breach of this Agreement and in violation of the TOWN Subdivision Regulations. The DEVELOPER further agrees that it shall remain liable under the terms of this Agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the TOWN and a new agreement and Performance Bond is issued naming the new owners as principal.

16. Covenants, Conditions and Restrictions to Be Filed

Irrespective of any provisions in the Restrictions purporting to limit the DEVELOPER'S obligation to pay for maintenance or repair of Improvements in the Common Areas, DEVELOPER acknowledges that said Improvements have never been fully completed, approved by the TOWN, or transferred to the Association and that solely DEVELOPER remains responsible under this Agreement for the completion of construction of the Improvements and maintenance thereof until such time as same has been conveyed to the Association as contemplated herein. DEVELOPER acknowledges and agrees that DEVELOPER will not seek payment or reimbursement from the Association or its members for any such cost of completion of construction of the Improvements or the pre-conveyance maintenance thereof required in this Agreement.

17. Conveyance of Common Area and Open Space

Subject to the provisions contained in this Agreement, all Improvements, open space and common area not to become a facility or property conveyed to the TOWN and to vest in the Association, shall be conveyed by deed by the DEVELOPER to the Association and be sufficiently described so as to create an identifiable separate taxing parcel by the Assessor's Office for Cheatham County, Tennessee. Notwithstanding, the Assessor may elect to tax the common area fractionally with the individual lots of the PROJECT.

18. Time Period for Construction

In consideration of the approval by the TOWN of the amended development plans for improvement of all common areas and infrastructure including roads, streets, alleyways, and sewer for the PROJECT as covered by this Agreement, the DEVELOPER agrees to be bound to complete the PROJECT including, but not limited to, all improvements shown on the aforesaid recorded plat and any amendments thereto, the approved and amended development plans attached hereto, and all other obligations required by this Agreement within ONE (1) year from the date that is the earlier of 1) thirty (30) days after the date of execution of this Agreement by both parties or 2) the date of submission of application by DEVELOPER to the TOWN for the initial permit(s) for construction of the improvements contemplated herein (hereinafter "Termination Date"). The DEVELOPER further agrees that if the DEVELOPER is unable to or does not complete all work contemplated in this Agreement within the time specified above; the TOWN may find the DEVELOPER in default of this Agreement. Further, the TOWN may in the same meeting determine the steps necessary to gain compliance with the Agreement using all available remedies of the TOWN, including, but not limited to, calling the Performance Bond and using the funds therefrom to perform or to hire the performance of the work necessary to achieve compliance with this Agreement or filing suit to enforce the Agreement. The DEVELOPER further agrees that if the Performance Bond contemplated herein is inadequate to secure the cost of completion of said Improvements for any reason whatsoever, the DEVELOPER will, upon the sole discretion and election of the Town, provide the additional security to increase the bond amount to satisfy with the cost projections then made by the TOWN or will pay the difference in cost for the completion of Improvements and the Performance Bond funding. The TOWN agrees that it will not unreasonably withhold approval of extensions where the DEVELOPER has complied with the requirements of notice to the TOWN and provided the required additional security, provided, however, that notwithstanding the foregoing provision, the TOWN may, with sufficient and good cause determined by the Town Council after an opportunity for the Developer to be heard on the matter and upon recommendation by the Town Planning Commission, refuse to extend this Agreement beyond six months of the Termination Date. The DEVELOPER understands that its failure to perform the terms and conditions of this Agreement constitutes a breach of this Agreement and places it in violation of the Subdivision Regulations of the TOWN. The DEVELOPER further understands that should it fail to complete any part of the work and Improvements outlined in this Agreement in a good and workmanlike manner as provided herein, the TOWN shall reserve the right to withhold and withdraw all building permits to the subdivision until all items of this Agreement have been fulfilled by the DEVELOPER.

II. DESIGN AND APPROVAL

1. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the TOWN plans (the "Plans") describing in reasonable detail all utility systems, the storm drainage system, and street system improvements necessary to provide adequate services to the Project. The plans shall include all information required by the Subdivision Regulations, Stormwater Ordinance, Zoning Ordinance, and all applicable Ordinances and Regulations as required by the TOWN and shall serve, as applicable, as an amendment to any such plans previously approved by the TOWN during the period of the original Development Agreement referenced herein. As previously provided herein, the IMPROVEMENTS will be constructed in within the one (1) year term agreed to herein and as set forth in Exhibit "B" of this Agreement.

2. Preparation of Plans

The Plans shall be prepared by an engineer licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of the engineer preparing the Plans.

3. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee regulations, the requirements of the Second South Cheatham Utility District, and the Town of Kingston Springs, TN Sewer Ordinance and Stormwater Ordinance criteria and any other applicable law, ordinance, or regulation. Drainage and streets shall be designed according to the Subdivision Regulations, all other applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the TOWN and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the TOWN's specifications, the decision of the TOWN shall be final and binding on the DEVELOPER. The requisite sets of prints of the Plans shall be submitted by the DEVELOPER to the TOWN. The TOWN agrees to review the drawings and Plans so submitted in a timely manner. DEVELOPER agrees to make all revisions to the Plans as required by the TOWN. Following review and approval of the Plans, or following review and approval of revised Plans if revisions have been required, a representative of the TOWN will sign the Plans. The DEVELOPER must then submit the Plans, as approved by the TOWN Engineer, to the Tennessee Department of Environment and Conservation for approval. The TOWN will require a copy of the State approval letter, TDEC Permit Application, SWPPP, and Notice of Coverage (NOC) for land disturbance, sewer and water, along with three (3) copies of the State approved (stamped) Plans before the DEVELOPER may commence work.

III. COMMENCEMENT OF CONSTRUCTION

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

1. The Plans are approved by the TOWN, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

2. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the TOWN and/or DEVELOPER in writing.

3. If required, the review fee described in Paragraph XIV (FEES), hereof, has been paid in full.

4. The TOWN has received three (3) copies of the State-approved Plans and Planning Commission approved plans

5. The TOWN shall have received the Performance Bond described in Paragraph 2, of Section I, hereof.

6. The pre-construction conference described in Article IV hereof has been held. The DEVELOPER shall give the TOWN notice of commencement of construction, in writing at least five (5) days prior to commencement.

7. This Agreement has been recommended for approval by the Kingston Springs Regional Municipal Planning Commission to the Kingston Springs City Commission and approved by the Kingston Springs City Commission.

IV. CONTRACTOR

The Improvements shall be installed in accordance with the Plans, approved as provided above, by a CONTRACTOR licensed by the State of Tennessee for the applicable type of construction and satisfying the requirements of the TOWN for issuance of a building permit. After the submission of the application for the respective building permits, the DEVELOPER, CONTRACTOR, and TOWN shall hold a pre-construction meeting at the TOWN offices or such other TOWN designated location, at a time mutually acceptable to the parties. This meeting is required before construction may begin.

V. CONSTRUCTION

The DEVELOPER shall be responsible for construction of the Improvements, providing all labor, materials, construction supervision and equipment necessary to construct and install the Improvements. The TOWN will not be responsible for the sale of materials to the DEVELOPER. It will be the responsibility of the DEVELOPER to purchase the necessary materials through a reputable vendor. The work indicated on the Plans is to be

performed in accordance with plans, grades and specifications approved by the TOWN and made a part hereof, and according to the specifications contained within such Plans, the Subdivision Regulations, and the requirements of this section.

1. Utilities

a. Water System

SECOND SOUTH CHEATHAM UTILITY DISTRICT (SSCUD) is the utility providing potable water to serve the PROJECT. DEVELOPER agrees to pay the cost of water mains and accessories to serve the subdivision plus the water mains and accessories within the subdivision including service lines and accessories from main to the meter center for each lot within the subdivision. The Developer further agrees to install fire hydrants of the type and at the locations approved by SECOND SOUTH CHEATHAM UTILITY DISTRICT and the TOWN in the Plans. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the water service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and SECOND SOUTH CHEATHAM UTILITY DISTRICT specifications, all water service taps, fire lines, and all facilities, equipment and accessories relating thereto necessary to provide water service to the Project. DEVELOPER shall fully perform pursuant to its contract and approvals with SECOND SOUTH CHEATHAM UTILITY DISTRICT.

b. Sewer System

As applicable, DEVELOPER agrees to pay the cost of necessary facilities to a State approved sewage system complete with necessary pump stations, force mains and with manholes, outside the boundary of the subdivision as approved by the TOWN. The DEVELOPER further agrees to pay the cost of sewer mains, manhole, and sewer service laterals from the sewer main to the property line of each unit within the development as approved by the TOWN upon the subdivision plans and specifications. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the subdivision. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities brought about as a result of the development of the project, both on and off site. As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and TOWN

specifications, all water service taps, sewer service, and all facilities, equipment and accessories relating thereto necessary to provide utility service to the Project. DEVELOPER and approved DEVELOPER's contractor shall adhere to the TOWN's policy and procedures as set forth in all applicable ordinances and resolutions heretofore adopted by the TOWN.

c. Gas System

Should the PROJECT be served by natural gas, the DEVELOPER, or the natural gas provider, agrees to pay the cost of an approved natural gas distribution system that is to be constructed utilizing materials and construction standards established by the gas supplier. The DEVELOPER shall fully perform pursuant to his contract with the gas system franchisee utility, Greater Dickson Gas Authority, and approvals given by it and further agrees that the gas distribution system will be installed so as to meet all requisite conditions and specifications.

d. Electric System

DEVELOPER to perform as required by Town of Dickson Electric Department to serve the PROJECT with sufficient electric utility service.

e. Telephone, Cable Television and Other Communications

Perform as DEVELOPER may be required by such third party entity or by contract with said provider. CATV must be coordinated between TOWN and franchise holder.

2. Storm Drainage

The DEVELOPER shall be responsible for all drainage work, including ditch paving, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision.

A. The DEVELOPER shall provide and deliver the formal written opinion of a licensed and bonded professional engineer certifying that he has reviewed the entire water shed wherein the subdivision is located and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property. Further, the DEVELOPER agrees to hold harmless and defend the TOWN from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration to the surface water by reason of the

DEVELOPER's design, construction, installation or the development itself, in whole or part.

B. The DEVELOPER shall provide necessary erosion control such as seeding for gentle slopes, grass sod for sharper slopes with special grading and terracing to the published design standards and specifications of the TOWN. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the TOWN to prevent erosion. In the event the TOWN determines that necessary erosion control is not being provided by the DEVELOPER, the TOWN or other proper governing authority, such as the Tennessee Department of Transportation, as may be applicable, shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within ten (10) days after the notice, then the proper governing authority may make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work. Prior to releasing any securities covering this subdivision, all expenses incurred by the governing authority shall be paid in full by the DEVELOPER.

C. Any and all unenclosed water courses lying partially or wholly within the bounds of this subdivision shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this subdivision, or of any adjoining property.

D. All drainage structures necessitated by the road plans of this development that affect any watercourse lying partially or wholly within vision are to be provided by the DEVELOPER.

E. It is understood and agreed that the TOWN in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the TOWN 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 TOWN is vested with the right of periodic inspections, final approval, stop work order, and any other remedy available as a measure of secondary or subsequent enforcement. Rather, the DEVELOPER now has and shall retain the responsibility to properly assess, survey, design and construct the subdivision surface water drainage improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the TOWN does not and shall not relieve or accept any liability from the DEVELOPER.

3. Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Plans to comply with the construction standards of the TOWN and to the satisfaction and approval of the TOWN Engineer by grading, draining, subgrade preparation, base preparation, curb and gutter, sidewalk installation and paving with the required amount of material the full required width. 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 proposed streets are "private" streets/roadways to be kept and maintained by the Association. The TOWN is in no manner obligated to provide maintenance to the public ways, which are private in nature.

A It is agreed and understood that all grading within the street right-of-way and public easements shall be completed before the utilities are installed.

B. The DEVELOPER further agrees to furnish and install asphalt base and a final asphalt surface course (wearing surface) in accordance with the Subdivision Regulations. Upon completion of ninety-nine percent (99%) of the individual lots owned by DEVELOPER and/or Assignor (being the lots described on Exhibit C, Tract 2), the final surface of Phase I of the subdivision shall be placed within thirty (30) days after approval by the TOWN of the street construction, but not more than sixty (60) days unless a time extension is requested and approved by the TOWN.

C. The DEVELOPER further agrees to install permanent street signposts and markers at all intersections in said subdivision. The plans and specifications for said street signpost and lettering can be obtained from the TOWN. Location of street signs to be installed will be at the direction of the Director of Public Works. Variance from standard street sign type shall be approved by the Director of Public Works.

D. 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 recommended by TOWN, prior to application of final surface. It is further agreed and understood that if it is not necessary to change the existing grade or disturb the pavement of an existing street or road, the DEVELOPER shall only be required to construct drainage, grade and gravel to match the existing pavement and construct sidewalks and curb and gutter as required. If the existing grade is changed, the DEVELOPER shall be required to grade and gravel the full width of said street.

VI. OFF-SITE IMPROVEMENTS (UTILITIES)

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the Project, not including any additions, improvements and upgrades. The TOWN shall not be required to incur costs of the DEVELOPER for construction, connection, or maintenance of off-site Improvements.

VII. INSPECTION AND COMPLIANCE

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

VIII. TESTING

The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory costs incidental to construction of the Improvements included within this Agreement. Such testing includes, but is not limited to, material and density testing.

IX. CONSTRUCTION DEBRIS REMOVAL

The DEVELOPER agrees that it shall contain all construction debris in an onsite area designated by the TOWN and will haul all construction debris, building materials, rubbish, and other degradable materials to an authorized landfill and shall not bury such materials within the limits of the subdivision.

X. APPROVAL (ROADS & UTILITIES)

As may be applicable and at such time as the Improvements have been constructed and installed and approved by the TOWN in accordance with the Plans and specifications, required testing has been accomplished and the test results found satisfactory, and all clean-up and cover-up has been done to the satisfaction of the TOWN’s engineer, a letter of tentative approval of construction will be provided the DEVELOPER. Formal approval shall follow the procedure established in the Subdivision Regulations. Prior to approval of the Improvements which shall remain private except as otherwise provided herein, the DEVELOPER shall deliver to the TOWN a certificate stating that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this agreement have been paid in full.

The DEVELOPER agrees it shall have no claim, direct or implied, in the title or ownership of the Improvements specified in this Agreement when the approved Improvements are completed and thereafter approved by the TOWN. As provided for

previously herein, the Association, upon final approval by the TOWN, will take full title by deed of conveyance to the private Improvements and will provide maintenance thereafter, except that the DEVELOPER will be responsible for construction failures and defects in the subdivision for one (1) year after the date of final approval of the subdivision construction. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures. All warranties for any component(s) of a facility in excess of one year shall be transferred for the Association's benefit thereunder.

This PROJECT's wastewater facility construction must be fully operational prior to approval, in addition to all other requisite inspections, testing and bonding set forth herein.

XI. WARRANTY

The DEVELOPER shall warrant that all installed facilities are free from defects in design, materials or workmanship for a period of one (1) year from the date of written approval by the TOWN. Further, the DEVELOPER shall immediately repair, at its own costs, all defects of any type whatsoever which occur within one (1) year from the date the facilities are approved in writing by the TOWN. The warranty of the DEVELOPER shall provide that the Association shall have the right to make repairs or have others make the repairs at the expense of the DEVELOPER, if the Association deems it necessary. The DEVELOPER shall pay for all work, labor, materials and all other expenses of the facilities in a timely manner and this shall include any amounts that exceed the Maintenance Bond (which is described below). The Developer further agrees to execute a Maintenance Bond with good security to be approved by the TOWN Board of Commissioners and City Attorney in the amount of twenty-five (25) percent of the construction cost of the facilities being offered for dedication to the Association. Ten (10) months after final approval of the facilities included in the offer of dedication, an inspection will be made by the TOWN to determine and list any defects or failures of improvements within the subdivision. All failures or defects, if any, shall be repaired within thirty (30) days after which the bond will be released and cancelled by TOWN.

XII. EASEMENTS

The DEVELOPER shall obtain and dedicate to the TOWN or cause to be dedicated to the TOWN by easement deed acceptable to the TOWN, permanent easements of such widths as required by the TOWN and noted on the Plans. The DEVELOPER or the Owner further agrees that it will grant the necessary easement and rights-of-way across its properties without expense to the TOWN and waive any claim for damages. Notwithstanding the foregoing and in no limitation thereof, the DEVELOPER does hereby expressly grant unto the TOWN all such easements as may be necessary for the TOWN to inspect, repair, perform, enforce, or complete any other action necessary to effectuate and enjoy the TOWN'S rights and obligations under this Agreement.

XIII. AS-BUILT DRAWINGS AND POST-COMPLETION ITEMS

The DEVELOPER agrees to furnish to the TOWN as-built plans, on a reproducible, stable media, of all improvements within the subdivision before the TOWN shall approve such improvements.

XIV. FEES

Review fees established by the TOWN shall be paid prior to any review of the Plans. No construction or grading of any sort shall be begun prior to approval of such plans. Any applicable pass-through fee for engineering, planning, legal or otherwise necessary under the TOWN's ordinances shall be paid within fifteen (15) days of submitted to DEVELOPER.

XV. INDEMNITY

The DEVELOPER shall indemnify and hold the TOWN 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 TOWN in connection therewith. Inspection of the Improvements by an authorized representative of the TOWN shall not constitute a waiver by the TOWN of any defector of the DEVELOPER's obligations hereunder.

XVI. REMEDIES

In the event of a default in the performance by DEVELOPER of its obligation hereunder, the TOWN, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

XVII. BINDING EFFECT

The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

XVIII. ENTIRE AGREEMENT

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them, and 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.

XIX. 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.

XX. NOTICES

Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the TOWN at City Hall and addressed to the DEVELOPER at the address set forth below, or such other address as either party may hereafter give the other, to wit:

TO THE TOWN:

Town of Kingston Springs
396 Spring Street
P.O. Box 256
Kingston Springs, Tennessee 37082

with a copy to:

Law Offices of Balthrop, Perry & Noe, PLLC
102 Boyd Street
Ashland City, Tennessee 37015

TO THE DEVELOPER:

Energy Fit Solutions, Inc.
LaDonna M. Merville, President
8 Westlake Drive
Nashville, Tennessee 37205

with a copy to:

David C. Risner, Esq.
P.O. Box 594
Kingston Springs, TN 37082

XXI. TRAFFIC CONTROL

All traffic control and safety devices, including signs, lane markings, and barriers necessitated by any and all 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. The TOWN is under no obligation to furnish its employees for traffic control.

XXII. TEMPORARY FACILITIES

The DEVELOPER shall provide all temporary facilities, including, but not limited to, utilities and roadways, that are determined by the TOWN to be required in connection with and/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.

XXIII. ASSIGNMENT AND ASSUMPTION

The Assignor, TOWN, and DEVELOPER agree that any rights and obligations of the Assignor, if any still exist, as to the PROJECT shall vest with and be assumed by the DEVELOPER upon TOWN approval of and execution by Assignor and DEVELOPER of the Assignment and Assumption Agreement, a draft of which is attached hereto, but that this Agreement sets forth all the rights, duties, conditions, requirements, and obligations relative to Ellersly and the PROJECT effective henceforth except as same may be amended by the TOWN and DEVELOPER in the future.

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.

SIGNATURE PAGES TO FOLLOW.

TOWN OF KINGSTON SPRINGS

BY:_____
FRANCIS A. GROSS, MAYOR

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Francis A. Gross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the Town of Kingston Springs, the within named bargainor, a Tennessee municipal corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the municipal corporation as Mayor. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

APPROVED AS TO FORM:

BY:_____
CITY ATTORNEY

DEVELOPER:

_____

ENERGY FIT SOLUTIONS, INC.
BY: LADONNA M. MERVILLE, PRESIDENT

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Ladonna M. Merville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Energy Fit Solutions, Inc., the within named bargainor, a Tennessee corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

ASSIGNOR:

_____
RONALD B. MERVILLE, JR.

_____
LADONNA M. MERVILLE

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ronald B. Merville, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ladonna M. Merville, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"
TO
ELLERSLY
DEVELOPMENT AGREEMENT

PERFORMANCE BOND

A Performance Bond to be posted in the amount of $ 488,752 , a copy of which will be attached hereto.

EXHIBIT "A" - PERFORMANCE BOND - ELLERSLY DEVELOPMENT AGREEMENT

Bond Cost Estimate Ellersley Phase 1 - WITH 25% REQUIRED CONTINGENCY

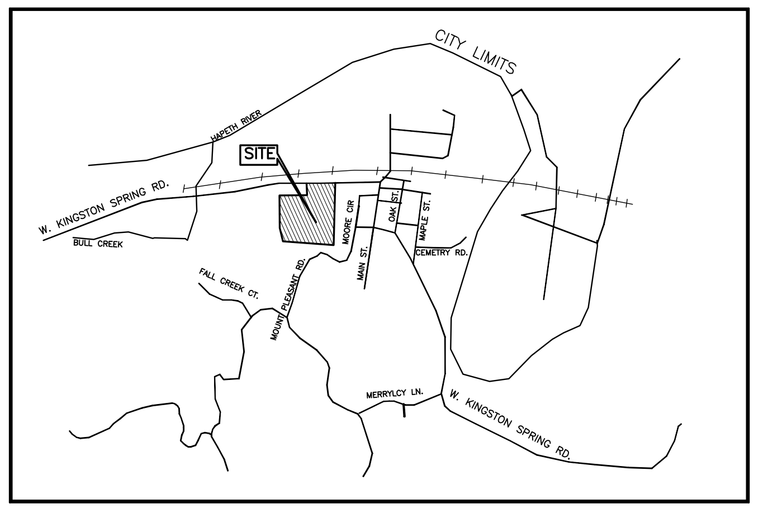
Date: 5/19/2022

	KS CALC.	QTY	UNT	UNIT PRICE	EXT. TOTAL	TOTAL COST
Clearing and Grading						
Grading cut/fill (roads and pond)		**3,250**	CY	**$ 12.92**	$ 41,990.00	
Stripping Topsoil (6") 0.7 acres		**580**	CY	**$ 5.00**	$ 2,900.00	
Clearing and Grinding Trees		**2**	AC	**$ 11,000.00**	$ 22,000.00	
						$ 66,890
Sanitary Sewer						
N/A						
Storm						
Headwall		**3**	EA	**$ 2,000.00**	$ 6,000.00	
18" RCP		**162**	LF	**$ 72.40**	$ 11,729.00	
24" RCP		**120**	LF	**$ 108.00**	$ 12,960.00	
30" RCP		**42**	LF	**$ 125.00**	$ 5,250.00	
Detention Pond Outlet structure		**1**	LS	**$ 5,000.00**	$ 5,000.00	
						$ 40,939
Water						
N/A						
Base and Binder/Paving A.C.						
Ellersley Way						
Base Stone 8" (unbuilt sections)		**1480**	SY	**$ 25.26**	$ 37,385.00	
Bituminous Binder 3" (unbuilt sections)		**1200**	SY	**$ 17.30**	$ 20,760.00	
Asphalt Topping 2" (entire roadway)		**3137**	SY	**$ 13.00**	$ 40,781.00	
Extruded Curb		**680**	LF	**$ 20.00**	$ 13,600.00	
Alleys						
Base Stone 8" (Alley C)		**1050**	SY	**$ 25.26**	$ 26,523.00	
Bituminous Binder 3" (Alley C)		**1280**	SY	**$ 17.30**	$ 22,144.00	
Asphalt Topping 2" (all Alleys)		**3960**	SY	**$ 13.00**	$ 51,480.00	
						$ 212,673
Other						
Construction Entrance		**1**	EA	**$ 15,000.00**	$ 15,000.00	
Silt Fence		**1500**	LF	**$ 5.00**	$ 7,500.00	
Slope Matting		**1**	LS	**$ 25,000.00**	$ 25,000.00	
Riprap		**3**	LS	**$ 5,000.00**	$ 15,000.00	
Temporary Seeding & Straw		**4.0**	AC	**$ 2,000.00**	$ 8,000.00	
						$ 70,500
				Totals for Site Work		**$ 391,002**
Contingency - PUD Agreement					25%	$ 97,750
TOTAL WITH 25% CONTINGENCY						**$488,752**

NOTE: This Engineer's Opinion of Possible Construction Cost is made on the basis of our experience and qualifications. It represents our best judgment as experienced and qualified design professionals. It should be recognized that CSDG does not have control over the cost of materials or services furnished by others, over market conditions or contractors methods of determining their prices. Accordingly, CSDG cannot and does not guarantee that bids or actual costs will not vary from this Opinion.

EXHIBIT “B” TO ELLERSLY
DEVELOPMENT AGREEMENT

APPROVED DEVELOPMENT PLANS



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER

RONALD B. MERVILLE, JR.
8 WESTLAKE DRIVE NASHVILLE, TENNESSEE 37205
PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 203, PAGE 565–566, R.O.C.C., TENNESSEE.

CIVIL ENGINEER

MERVILLE & HOWE ENGINEERING
2505 21st AVE SOUTH SUITE 450
NASHVILLE, TN 37212

CERTIFICATE OF APPROVAL OF WATER SYSTEM

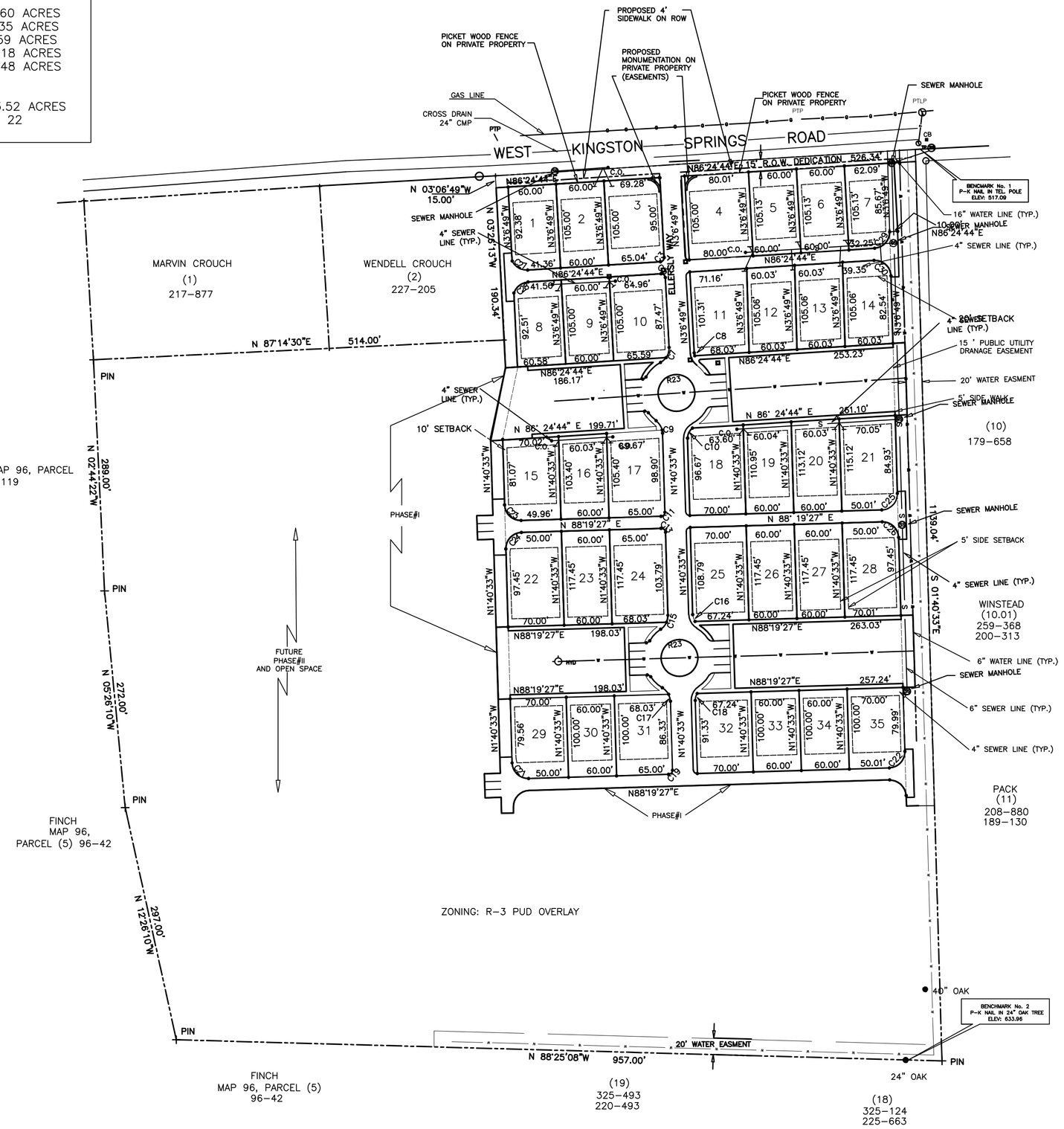
I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED OR INDICATED ON THE THE FINAL SUBDIVISION PLAT ENTITLED,_____ HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GURANTEE SAID INSTALLATION.

BY:_____DATE:_____

Name of Authorizing Agent

R-3 PUD OVERLAY CALCULATIONS

TOTAL PHASE ONE SITE AREA	9.60 ACRES
LESS INTERNAL STREET R.O.W.	– 1.35 ACRES
LESS TOTAL LOT AREA	– 5.59 ACRES
LESS R.O.W. DEDICATION	– 0.18 ACRES
TOTAL PHASE ONE OPEN SPACE	2.48 ACRES
TOTAL SITE AREA REMAINING FOR PHASE TWO DEVELOPMENT AND REMAINING OPEN SPACE	13.52 ACRES
PARKING SPACES PROVIDED	22



LEGEND:

- ⊠ CONCRETE MONUMENT
- ⊗ IRON PIN
- EXISTING UTILITIES
- ——•—— WATER LINE
- ——•—— SEWER LINE
- ——— EDGE OF PAVEMENT
- FIRE HYDRANT
- SEWER MANHOLE

NUMBER	RADIUS
C1	25.00
C3	5.00
C5	5.00
C6	5.00
C7	20.00
C8	15.00'
C9	20.00
C10	15.00'
C11	5.00
C13	5.00
C15	20.00
C16	15.00'
C17	20.00
C18	15.00'
C19	4.86
C21	20.00
C22	20.00
C23	20.00
C24	20.00
C25	20.00
C26	20.00
C27	20.00
C28	20.00
C29	20.08
C30	20.00

AREA

LOT	SQ.FT.	ACRES
1	6235	0.14
2	6000	0.14
3	7325	0.17
4	8398	0.19
5	6308	0.14
6	6308	0.14
7	6237	0.14
8	6229	0.14
9	6272	0.14
10	7327	0.17
11	7319	0.17
12	6308	0.14
13	6307	0.14
14	6211	0.14
15	7047	0.16
16	6236	0.14
17	7432	0.17
18	8213	0.19
19	6655	0.15
20	6783	0.16
21	7984	0.18
22	8115	0.19
23	7019	0.16
24	8188	0.19
25	8210	0.19
26	7047	0.16
27	7047	0.16
28	8114	0.19
29	6879	0.16
30	6000	0.14
31	6966	0.16
32	6988	0.16
33	6000	0.14
34	6000	0.14
35	6893	0.16

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM

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

BY:_____DATE:_____

Name of Authorizing Agent

CERTIFICATE OF APPROVAL FOR RECORDING

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

BY:_____DATE:_____

Secretary, Planning Commission

CERTIFICATE OF EASEMENT DEDICTIONS CONCERNING SEPTIC TANK AND DISCHARGE PIPES

I HEREBY CERTIFY THAT THE IRREVOCABLE DEDICTION OF THE REQUIRED EASEMENTS PERTAINING TO THE MAINTENANCE AND REPAIR OF SEPTIC TANKS AND DISCHARGE PIPES ARE OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED
_____

BY:_____DATE:_____

Director of Public Works

CERTIFICATE OF SURVEY ACCURACY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS IS A CATEGORY I SURVEY AS PER THE STANDARDS OF PRACTICE ADOPTED BY THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYOR'S, AND THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000.

NAME:_____DATE:_____

BY:_____BENNY M. CANTRELL_____R.L.S. NO._____1638

NOTES.

1. PROPERTY LINE INFORMATION SHJOWN HEREON WAS DERIVED FROM A FIELD RUN SURVEY BY MARTY CANTRELL. RLS#1638

2. ELEVATIONS SHOWN HEREON WAS DERIVED FROM A RADIAL TOPO WITH ELECTRONIC TOTAL STATION FROM BENCHMARK SHOWN HEREON. CONTOURS PLOTTED AT 5–FOOT INTERVALS.

3. BEING THE SAME PROPERTY SHOWN AS TRACT ON A UNRECORDED PLAT OF THE TREANOR PROPERTY PREPARED BY JESSE E. WALKER, TENN.RLS # 1486 ON JULY 25th, 1996.

4. THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" AREA AS SHOWN ON F.E.M.A.,47021C0280C FLOOD INSURANCE RATE MAP (FIRM) DATED 12/06/1999

5. PROPERTY BEING PACEL 1.22 ON CHEATHAM COUNTY PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 392, PAGE 152, AND IS ZONES R3 PUD OVERLAY.

6. FOR ANY LOTS AS SHOWN. NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITH GRADES IN EXCESS OF 20 PERCENT UNLESS GEOLOGICAL AND/OR FOUNDATION STUDIES ARE PROVIDED. GEOLOGICAL AND/OR FOUNDATION STUDIES SHALL NOT BE REQUIRED FOR BUILDING SITE WITH GRADES OF LESS THAN 20 PERCENT.

7. THE DESIGN AND CONSTRUCTION OF THE NEW PRIVATE ROAD AS DEPICTED HEREON SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE KINGSTON SPRINGS SUBDIVISION REGULATIONS. NO CONSTRUCTION ON THE ROADWAY SHALL COMMENCE UNTIL THE CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY'S ENGINEER AND THE KINGSTON SPRINGS PLANNING COMMISSION.

8. THE FINAL PLANS FOR THE WATER SYSTEM IMPROVEMENTS AS DEPICTED HEREON WILL BE PREPARED BY THE SECOND SOUTH CHEATHAM UTILITY DISTRICT'S ENGINEER. NO CONSTRUCTION ON THOSE IMPROVEMENTS SHALL COMMENCE UNTIL THE PLANS HAVE BEEN APPROVED BY THE SECOND SOUTH CHEATHAM UTILITY DISTRICT, BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, AND BY THE KINGSTON SPRINGS PLANNING COMMISSION.

9. THE CURRENT OWNER IS RONALD B. MERVILLE, JR. AS OF RECORD IN CHEATHAM COUNTY PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 203, PAGE 565–566, R.O.C.C., TENNESSEE.

10. SEPTIC TANKS ARE A PART OF SEWER SYSTEM AND SHALL BE ACCESSIBLE FOR MAINTENANCE AND REPAIRS. NO STRUCTURE OF ANY KIND SHALL BE PLACED OVER THE SEPTIC THANK. THE FINAL PLACEMENT OF PLACEMENT OF THE SEPTIC TANK AND AN AREA TWO FEET ON ALL SIDES SHALL BE CONSIDERED AN EASEMENT FOR FUTURE REPAIRS AND MAINTENANCE. THE DISCHARGE PIPE AND AN AREA FIVE FEET EITHER SIDE OF THE PIPE FROM THE SEPTIC TANK TO THE SEWER MAIN IS ALSO CONSIDERED AN EASEMENT.

11. A PERMIT IS REQUIRED FROM THE SECOND SOUTH CHEATHAM UTLITY DISTRICT TO INSTALL WATER SERVICE TO ANY NEW DEVELOPMENT. AT THE OF PERMIT APPLICATION, THE METER SIZE WILL BE DETERMINED. THE APPLICANT WILL NEED TO DEMONSTRATE THAT ADEQUATE FLOW AND PRESSURE ARE AVAILABLE FOR THE PROPOSED USE OF THE LOT. ALL METER SIZING AND FLOW AND PRESSURE DETERMINATION IS SUBJECT TO THE APPROVAL OF THE SECOND SOUTH CHEATHAM UTILITY DISTRICT.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED BOOK 203, PAGE 565–566 CHEATHAM 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.

OWNER:_____DATE:_____

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I HEREBY CERTIFY 1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE CITY OF KINGSTON SPRINGS SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

BY:_____DATE:_____

Appropriate governmental Representative

BENNY M. CANTRELL, R.L.S.
P.O. BOX 293192 NASHVILLE,
TENNESSEE 37229
TEL(615) 847–3252
FAX(615) 847–3252

100 0 100 200 300

GRAPHIC SCALE – FEET SCALE: 1" = 100'

REVISED: 06–16–08

2/1/2008

EXHIBIT C
DESCRIPTION OF SUBJECT PROPERTY AND CURRENT RECORDED PLAT

Energy Fit Solutions, Inc., Developer of the following:

TRACT I

BEING a tract of land in the Eleventh Councilmanic District of Cheatham County, Tennessee, and located in the Town of Kingston Springs on the south margin of West Kingston Springs Road, west of North Main Street and being more particularly described as follows:

Being all that land identified as lying within the boundaries of Phase 1 of Ellersly Subdivision as shown on the Final Plat of Ellersly Subdivision, Phase #1 of record at Plat Book 13, page 308, Register's Office of Cheatham County, Tennessee, including, but expressly not limited to, the land lying within the streets, alleys, sidewalks, open space, common areas, and easements as depicted on said plat.

INCLUDED IN THE ABOVE PROPERTY DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is that portion thereof described as Lot Nos. 1-35 on the Plan of Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, in the Register's Office for Cheatham County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

TRACT 2

LAND in Cheatham County, Tennessee, being Lot Nos. 22-24 and 29-35, as shown on the map entitled Final Plat of Ellersly Subdivision, Phase 1, of record in Plat Book 13, page 256, as amended in Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

The subject property is also known as 450 West Kingston Springs Road, Kingston Springs, Tennessee 37082 (Tract 1) and Lots 22, 23, 24, 29, 30, 31, 32, 33, 34, and 35, Ellersly Way, Kingston Springs, Tennessee 37082 (collectively, Tract 2).

See attachment reflecting 35 lots for first of multi-phase development.

TRACT 3

LAND in Cheatham County, Tennessee, consisting of solely such portions lands adjoining Tract 1 and Tract 2 that are owned by the Developer and/or Assignor and lie within the area identified as "Future Phase #II and Open Space" on the plat of record at Plat Book 13, page 308, Register's Office for Cheatham County, Tennessee and that are necessary to construct the Improvements, the locations of which are depicted on Exhibit B – "The Development Plans" hereto.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF RIGHTS AND RESPONSIBILITIES FROM PREVIOUS DEVELOPER/ASSIGNOR, RONALD B. MERVILLE, JR. AND WIFE, LADONNA M. MERVILLE, BOTH INDIVIDUALLY, TO CURRENT DEVELOPER/ASSIGNEE, ENERGY FIT SOLUTIONS, INC.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made this the ____ day of _____, 2022, ("Effective Date') by and between Ronald B. Merville, Jr., and wife, LaDonna M. Merville, both individually, (hereinafter collectively referred to as "Assignor"), ENERGY FIT SOLUTIONS, INC., a corporation duly formed under the laws of the State of Tennessee, (hereinafter referred to as "Assignee"), and THE TOWN OF KINGSTON SPRINGS OF CHEATHAM COUNTY, TENNESSEE, A MUNICIPAL CORPORATION (hereinafter referred to as the "Town"):

WITNESSETH:

WHEREAS, the Town of Kingston Springs (hereinafter referred to as the "Town"), previously entered into a Planned Unit Development Agreement with Assignor, dated March 8, 2007, pertaining to the development of that certain Phase I of Ellersly Subdivision (hereinafter "Ellersly"), and the original plat for Ellersly, a Planned Unit Development consisting of 35 Lots, being Phase I of a multi-phase development, received preliminary and final platting approval of the Kingston Springs Municipal Regional Planning Commission (hereinafter called the Planning Commission) on the 8th day of March, 2007, pursuant to Tennessee Code Annotated § 13-4-301, et seq. and § 13-3-401, et seq., and the Subdivision Regulations of Kingston Springs, Tennessee, (the Subdivision Regulations) and other applicable ordinances of the TOWN. Such plat was recorded at Plat Book 13, page 256, Register's Office of Cheatham County, Tennessee and was re-recorded at Plat Book 13, page 308, said Register's Office; and

WHEREAS, on January 22, 2007, Assignor filed a Charter of the Ellersly Homeowners Association, Inc. with the Tennessee Secretary of State (hereinafter, "the Association"), and such Charter was recorded at Record Book 234, page 139, said Register's Office; and

WHEREAS, on June 5, 2007, at Record Book 250, page 1, said Register's Office, the Assignor filed a Declaration of Covenants, Conditions and Restrictions for Ellersly a Planned Unit Development Together with Appended By-Laws for Ellersly Homeowners Association, Inc. (hereinafter "the Restrictions"), and such document (and its addendums) was approved by the TOWN prior to recording; and

WHEREAS, the Assignor subsequently sold, transferred, and conveyed certain lots of the Ellersly subdivision to third parties; and

WHEREAS, the Assignor did not fully complete the terms of the original Development Agreement, and the said original Development Agreement executed between the TOWN and the Assignor, dated March 8, 2007, has expired. Further, certain of the applicable regulations and ordinances of the Town relative to property development have since been amended and are now in effect with respect to the further development of the subject property; and

WHEREAS, the Assignee is now the owner of certain portions of the Ellersly property pursuant to deed conveyance by Assignor to Assignee, and Assignee has authority to engage in such development, and Assignee herein may be referred to as "he, she, his, her or it." A copy of the deed from Assignor to Assignee is of record at Record Book 574, page 541, said Register's Office; and

WHEREAS, at the time of execution of this Agreement, the Assignor owns one (1) lot in Ellersly and the Assignee owns nine (9) lots and the common areas and roadways in Ellersly; and

WHEREAS, the Assignee now desires to continue to further develop, and complete Phase I of Ellersly as more particularly set out in the Ellersly Planned Unit Development Agreement between the Town and Assignee executed simultaneously herewith; and

WHEREAS, in consideration for the agreement of the Town to accept and approve this Assignment and Assumption Agreement between Assignor and Assignee, the Assignee in the capacity of developer has agreed to construct the necessary improvements to the standards of the TOWN; to assume the role and obligations of the developer of the project from Assignor and to assume the role and obligations of the Declarant in the Restrictions and Association By-Laws; and to perform the terms, conditions, and obligations set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, the parties hereby agree and acknowledge as follows:

1. Assignor hereby assigns, transfers, and conveys over unto Assignee all of their right, title and interest in and to the development of that certain Property identified in Exhibit C to the Ellersly Planned Unit Development Agreement, Phase I, entered into between the Town and Assignee, with an Effective Date of _____.

2. Assignee does hereby accept the assignment of the Assignors' aforesaid right, title and interest in and to the development of that certain Property identified in Exhibit C to the Planned Unit Development Agreement for Ellersly, Phase I, entered into between the Town and Assignee, with an Effective Date of _____ ; and agrees to be bound by each and every one of the terms, conditions and covenants contained therein.

3. Assignor warrants and represents to Assignee that it currently has no other pending obligations to the Town to perform under the terms of the previous Planned Unit Development Agreement, dated March 8, 2007, due to the expiration of said original agreement.

4. Assignee hereby agrees that after the execution of this Assignment and Assumption Agreement, Assignor does not have any duty to Assignee to perform any of the obligations to be performed by Assignee as the Developer under the Ellersly Planned Unit Development Agreement, Phase I, entered into between the Town and Assignee, with an Effective Date of _____.

5. Assignee hereby further agrees to save and hold harmless, defend, and indemnify Assignor, their heirs, successors, and assigns, and from any and all other persons or entities, arising from, under or out of any rights or responsibilities contained herein and assigned hereby, after the effective date of this Agreement, and attributable to Assignee's action or failure to act.

6. This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ASSIGNOR:

_____
Ronald B. Merville, Jr., individually

_____
LaDonna M. Merville, individually

ASSIGNEE:

ENERGY FIT SOLUTIONS, INC.

By:_____
LaDonna M. Merville, President

State of Tennessee
County of _____

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Ladonna M. Merville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Energy Fit Solutions, Inc., the within named bargainor, a Tennessee corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President. Witness my hand, at office, this ____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Ronald B. Merville, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

State of Tennessee
County of _____

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, LaDonna M. Merville, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained. Witness my hand, at office, this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

The Town of Kingston Springs hereby consents to this Assignment and Assumption Agreement from Assignor, RONALD B. MERVILLE, JR., and wife LADONNA M. MERVILLE, both individually, to Assignee, ENERGY FIT SOLUTIONS, INC. Further, the Town of Kingston Springs agrees that any liability or duty to perform by Assignor under the terms of the previous Planned Unit Development Agreement, dated March 8, 2007, and the current Planned Unit Development Agreement with the Assignee to be executed simultaneously herewith, shall terminate as of the effective date of the Assignment and Assumption Agreement as set out herein.

TOWN OF KINGSTON SPRINGS

BY:_____
FRANCIS A. GROSS, MAYOR

State of Tennessee
County of _____

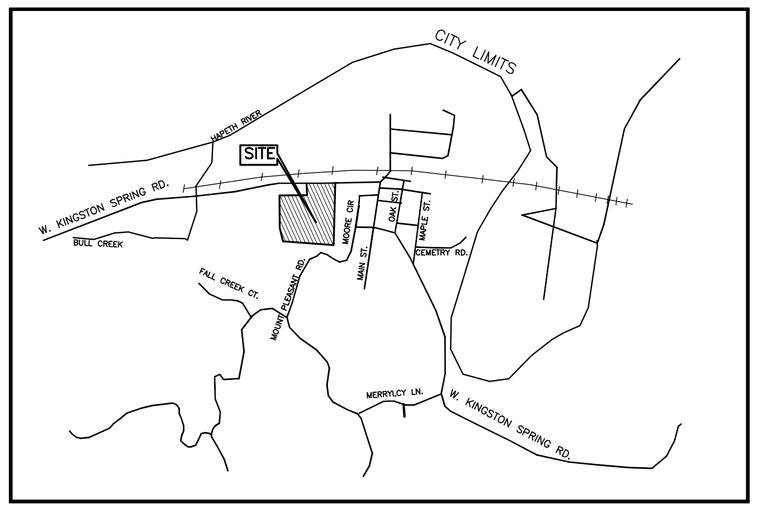
Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Francis A. Gross, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the Town of Kingston Springs, the within named bargainor, a Tennessee municipal corporation, and that such officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the municipal corporation as Mayor. Witness my hand, at office, this ____ day of _____, 2022.

_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT E

CONSTRUCTION PLANS



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER

RONALD B. MERVILLE, JR.
8 WESTLAKE DRIVE NASHVILLE, TENNESSEE 37205
PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 203, PAGE 565–566, R.O.C.C., TENNESSEE.

CIVIL ENGINEER

MERVILLE & HOWE ENGINEERING
2505 21st AVE SOUTH SUITE 450
NASHVILLE, TN 37212

CERTIFICATE OF APPROVAL OF WATER SYSTEM

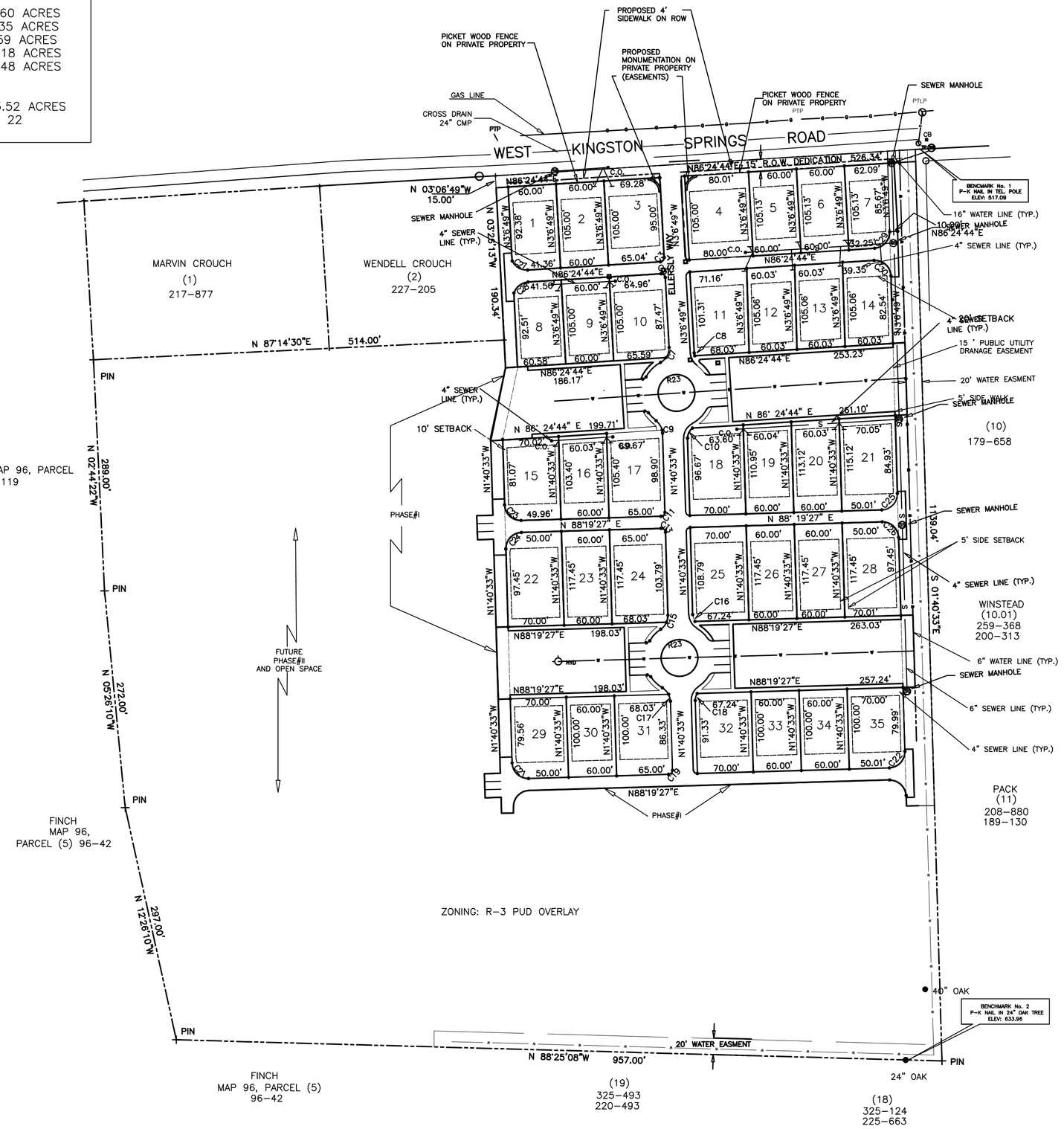
I HEREBY CERTIFY THAT THE WATER SYSTEM OUTLINED OR INDICATED ON THE THE FINAL SUBDIVISION PLAT ENTITLED,_____ HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GURANTEE SAID INSTALLATION.

BY:_____DATE:_____

Name of Authorizing Agent

R-3 PUD OVERLAY CALCULATIONS

TOTAL PHASE ONE SITE AREA	9.60 ACRES
LESS INTERNAL STREET R.O.W.	– 1.35 ACRES
LESS TOTAL LOT AREA	– 5.59 ACRES
LESS R.O.W. DEDICATION	– 0.18 ACRES
TOTAL PHASE ONE OPEN SPACE	2.48 ACRES
TOTAL SITE AREA REMAINING FOR PHASE TWO DEVELOPMENT AND REMAINING OPEN SPACE	13.52 ACRES
PARKING SPACES PROVIDED	22



LEGEND:

- ⊠ CONCRETE MONUMENT
- ⊗ IRON PIN
- EXISTING UTILITIES
- WATER LINE
- SEWER LINE
- EDGE OF PAVEMENT
- FIRE HYDRANT
- SEWER MANHOLE

NUMBER	RADIUS
C1	25.00
C3	5.00
C5	5.00
C6	5.00
C7	20.00
C8	15.00'
C9	20.00
C10	15.00'
C11	5.00
C13	5.00
C15	20.00
C16	15.00'
C17	20.00
C18	15.00'
C19	4.86
C21	20.00
C22	20.00
C23	20.00
C24	20.00
C25	20.00
C26	20.00
C27	20.00
C28	20.00
C29	20.08
C30	20.00

AREA

LOT	SQ.FT.	ACRES
1	6235	0.14
2	6000	0.14
3	7325	0.17
4	8398	0.19
5	6308	0.14
6	6308	0.14
7	6237	0.14
8	6229	0.14
9	6272	0.14
10	7327	0.17
11	7319	0.17
12	6308	0.14
13	6307	0.14
14	6211	0.14
15	7047	0.16
16	6236	0.14
17	7432	0.17
18	8213	0.19
19	6655	0.15
20	6783	0.16
21	7984	0.18
22	8115	0.19
23	7019	0.16
24	8188	0.19
25	8210	0.19
26	7047	0.16
27	7047	0.16
28	8114	0.19
29	6879	0.16
30	6000	0.14
31	6966	0.16
32	6988	0.16
33	6000	0.14
34	6000	0.14
35	6893	0.16

CERTIFICATE OF APPROVAL OF PUBLIC SEWER SYSTEM

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

BY:_____DATE:_____

Name of Authorizing Agent

CERTIFICATE OF APPROVAL FOR RECORDING

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

BY:_____DATE:_____

Secretary, Planning Commission

CERTIFICATE OF EASEMENT DEDICTIONS CONCERNING SEPTIC TANK AND DISCHARGE PIPES

I HEREBY CERTIFY THAT THE IRREVOCABLE DEDICTION OF THE REQUIRED EASEMENTS PERTAINING TO THE MAINTENANCE AND REPAIR OF SEPTIC TANKS AND DISCHARGE PIPES ARE OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED
_____

BY:_____DATE:_____

Director of Public Works

CERTIFICATE OF SURVEY ACCURACY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS IS A CATEGORY I SURVEY AS PER THE STANDARDS OF PRACTICE ADOPTED BY THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYOR'S, AND THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000.

NAME:_____DATE:_____

BY:_____BENNY M. CANTRELL_____R.L.S. NO._____1638

NOTES.

1. PROPERTY LINE INFORMATION SHJOWN HEREON WAS DERIVED FROM A FIELD RUN SURVEY BY MARTY CANTRELL. RLS#1638

2. ELEVATIONS SHOWN HEREON WAS DERIVED FROM A RADIAL TOPO WITH ELECTRONIC TOTAL STATION FROM BENCHMARK SHOWN HEREON. CONTOURS PLOTTED AT 5–FOOT INTERVALS.

3. BEING THE SAME PROPERTY SHOWN AS TRACT ON A UNRECORDED PLAT OF THE TREANOR PROPERTY PREPARED BY JESSE E. WALKER, TENN.RLS # 1486 ON JULY 25th, 1996.

4. THE PROPERTY IS NOT INCLUDED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" AREA AS SHOWN ON F.E.M.A.,47021C0280C FLOOD INSURANCE RATE MAP (FIRM) DATED 12/06/1999

5. PROPERTY BEING PACEL 1.22 ON CHEATHAM COUNTY PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 392, PAGE 152, AND IS ZONES R3 PUD OVERLAY.

6. FOR ANY LOTS AS SHOWN. NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITH GRADES IN EXCESS OF 20 PERCENT UNLESS GEOLOGICAL AND/OR FOUNDATION STUDIES ARE PROVIDED. GEOLOGICAL AND/OR FOUNDATION STUDIES SHALL NOT BE REQUIRED FOR BUILDING SITE WITH GRADES OF LESS THAN 20 PERCENT.

7. THE DESIGN AND CONSTRUCTION OF THE NEW PRIVATE ROAD AS DEPICTED HEREON SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE KINGSTON SPRINGS SUBDIVISION REGULATIONS. NO CONSTRUCTION ON THE ROADWAY SHALL COMMENCE UNTIL THE CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY'S ENGINEER AND THE KINGSTON SPRINGS PLANNING COMMISSION.

8. THE FINAL PLANS FOR THE WATER SYSTEM IMPROVEMENTS AS DEPICTED HEREON WILL BE PREPARED BY THE SECOND SOUTH CHEATHAM UTILITY DISTRICT'S ENGINEER. NO CONSTRUCTION ON THOSE IMPROVEMENTS SHALL COMMENCE UNTIL THE PLANS HAVE BEEN APPROVED BY THE SECOND SOUTH CHEATHAM UTILITY DISTRICT, BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, AND BY THE KINGSTON SPRINGS PLANNING COMMISSION.

9. THE CURRENT OWNER IS RONALD B. MERVILLE, JR. AS OF RECORD IN CHEATHAM COUNTY PROPERTY TAX MAP 96–B, GROUP "A". PARCEL 3 DEED BK 203, PAGE 565–566, R.O.C.C., TENNESSEE.

10. SEPTIC TANKS ARE A PART OF SEWER SYSTEM AND SHALL BE ACCESSIBLE FOR MAINTENANCE AND REPAIRS. NO STRUCTURE OF ANY KIND SHALL BE PLACED OVER THE SEPTIC THANK. THE FINAL PLACEMENT OF PLACEMENT OF THE SEPTIC TANK AND AN AREA TWO FEET ON ALL SIDES SHALL BE CONSIDERED AN EASEMENT FOR FUTURE REPAIRS AND MAINTENANCE. THE DISCHARGE PIPE AND AN AREA FIVE FEET EITHER SIDE OF THE PIPE FROM THE SEPTIC TANK TO THE SEWER MAIN IS ALSO CONSIDERED AN EASEMENT.

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CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN DEED BOOK 203, PAGE 565–566 CHEATHAM 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.

OWNER:_____DATE:_____

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I HEREBY CERTIFY 1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE CITY OF KINGSTON SPRINGS SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

BY:_____DATE:_____

Appropriate governmental Representative

BENNY M. CANTRELL, R.L.S.
P.O. BOX 293192 NASHVILLE,
TENNESSEE 37229
TEL(615) 847–3252
FAX(615) 847–3252

100 0 100 200 300

GRAPHIC SCALE – FEET SCALE: 1" = 100'

REVISED: 06–16–08

2/1/2008

N.O.C. Certification

1. The project associated with these submitted plans is covered under Tennessee Construction General Permit. TN. TNR 144975. The total disturbed area is: ±3.01 AC.

Signature — 03/25/2022 Date

Circle one: Developer (Project Engineer) Other _____

Erosion Control Specialist Note

I, RYAN E. LOVELACE, PE, Certified Erosion Control Specialist have reviewed the plan for sufficient on-site temporary erosion and sediment control provisions.

Signature — 03/25/2022 Date

NOTES:
1. CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT TO BE ADJUSTED AS NECESSARY BY CONTRACTOR
2. LIMITS OF DISTURBANCE TO BE MARKED WITH ORANGE CONSTRUCTION FENCING OR MATERIAL OF EQUAL VISIBILITY

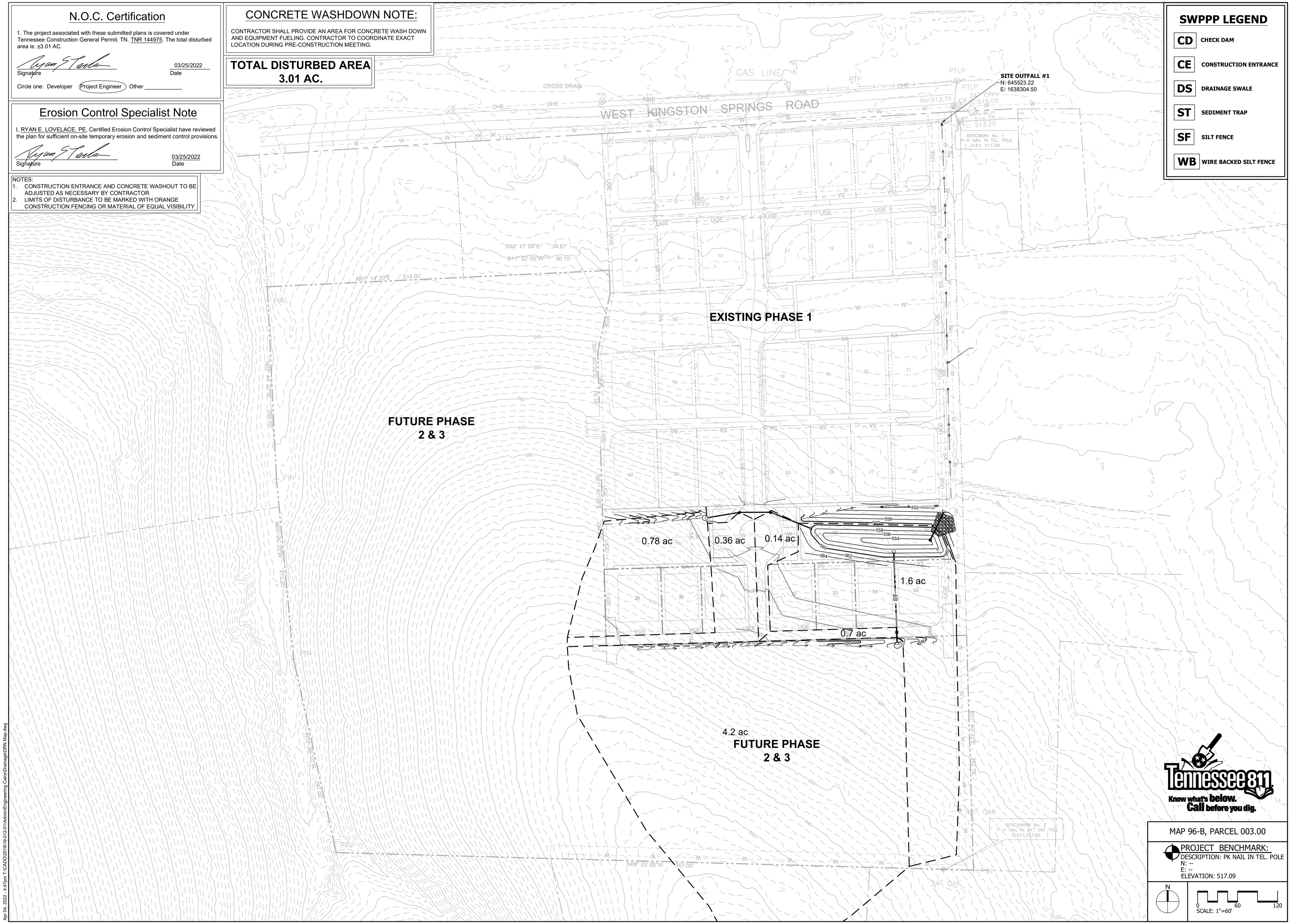
CONCRETE WASHDOWN NOTE:

CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION DURING PRE-CONSTRUCTION MEETING.

TOTAL DISTURBED AREA 3.01 AC.

SWPPP LEGEND

CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
DS	DRAINAGE SWALE
ST	SEDIMENT TRAP
SF	SILT FENCE
WB	WIRE BACKED SILT FENCE



Tennessee 811 — Know what's below. Call before you dig.

MAP 96-B, PARCEL 003.00

PROJECT BENCHMARK:
DESCRIPTION: PK NAIL IN TEL. POLE
N: --
E: --
ELEVATION: 517.09

N

0 60 120
SCALE: 1"=60'

CSDG
Planning | Engineering
Landscape Architecture
2305 Kline Ave, Ste 300
Nashville, TN 37211
615.248.9999
csdgtn.com

SEAL

RYAN E. LOVELACE
REGISTERED ENGINEER
AGRICULTURE
No. 109356
STATE OF TENNESSEE
03/25/2022

ELLERSLY SUBDIVISION PHASE 1

0 ELLERSLY WAY,
KINGSTON SPRINGS,
CHEATHAM COUNTY,
TENNESEE

ISSUE SET:

ISSUE DATE: JANUARY 2022

REVISION SCHEDULE:

No.	Description	Date
1	INITIAL SUBMITTAL	12/01/21
2	PC COMMENTS	01/25/22
3	STAFF COMMENTS	03/28/22

REVISION: | DRAWN: ESW | CHECKED: REL

DRAINAGE MAP

C1.01

PROJECT NO.: 19-012-01

Apr 04, 2022 - 4:47pm T:\CADD\2019\19-012-01\Admin\Engineering Calcs\Drainage\DRN Map.dwg

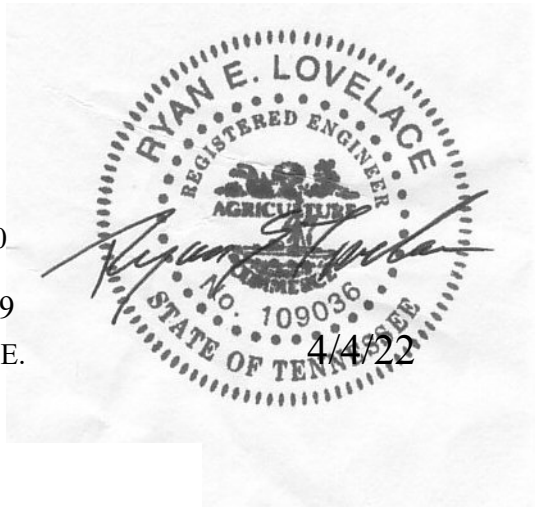
DRAINAGE REPORT

FOR

Ellersly Subdivision
Phase 1b

Ellersly Way
Cheatham County
Kingston Springs, Tennessee

April 4, 2022



Prepared By: CSDG
2305 Kline Ave, Ste 300
Nashville, TN 37211
Phone: (615) 248-9999
Attn: Ryan Lovelace, P.E.

CSDG
Planning | Engineering
Landscape Architecture

CSDG Job No. 19-012-01

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	A0-A1	6.47	18	Cir	66.000	560.00	568.00	12.121	561.50	568.98	n/a	568.98 j	End	Combination
2	A1-A2	2.06	18	Cir	48.000	568.10	568.40	0.625	568.98	568.94	0.20	568.94	1	Combination
3	A2-A3	3.72	18	Cir	48.000	568.50	573.00	9.375	568.98	573.74	0.29	573.74	1	OpenHeadwall

Project File: Line A.stm

Number of lines: 3

Run Date: 4/4/2022

NOTES: Return period = 25 Yrs. ; j - Line contains hyd. jump.

Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
1	A1	0.95	0.00	0.95	0.00	Comb	4.0	2.50	1.80	2.50	2.00	Sag	2.00	0.020	0.020	0.000	0.07	3.51	0.24	3.51	2.0	Off
2	A2	2.06	0.00	2.06	0.00	Comb	4.0	2.50	1.80	2.50	2.00	Sag	2.00	0.020	0.020	0.000	0.16	8.02	0.33	8.02	2.0	Off
3	A3	3.72	0.00	3.72	0.00	Hdwl	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off

Project File: Line A.stm | Number of lines: 3 | Run Date: 4/4/2022

NOTES: Inlet N-Values = 0.016; Intensity = 65.39 / (Inlet time + 11.50) ^ 0.75; Return period = 25 Yrs. ; * Indicates Known Q added.All curb inlets are Horiz throat.

Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
1	C0-C1	20.34	24	Cir	120.000	556.00	579.50	19.583	557.50	581.12	0.43	581.12	End	DropGrate
2	C1-C2	16.73	24	Cir	15.000	579.60	581.00	9.333	581.12	582.47	n/a	582.47 j	1	OpenHeadwall

Line C | Number of lines: 2 | Run Date: 4/4/2022

NOTES: Return period = 25 Yrs. ; j - Line contains hyd. jump.

Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
1	C1	4.75	0.00	1.64	3.11	DrGrt	0.0	0.00	0.00	2.50	2.50	0.060	2.00	0.020	0.020	0.013	0.13	15.10	0.13	15.10	0.0	Off
2	C2	16.73	0.00	16.73	0.00	Hdwl	0.0	0.00	0.00	0.00	0.00	Sag	0.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00	0.0	Off

Line C | Number of lines: 2 | Run Date: 4/4/2022

NOTES: Inlet N-Values = 0.016; Intensity = 65.39 / (Inlet time + 11.50) ^ 0.75; Return period = 25 Yrs. ; * Indicates Known Q added. All curb inlets are Horiz throat.

CSDG
Planning | Engineering | Landscape Architecture

Project: Ellersly
Subject: Drainage Calcs
Date: 10/6/21 By: REL

Ditch Calcs

- 5 Acres
- trees

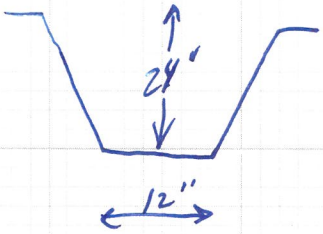
$Q_{25} = CIA$

$= 0.4(7.0)(5)$

$= 14 cfs$

$T_c = 8 min$

$i = 7.0$



slope 10%

$n = 0.24$

$Q = 14 cfs$

Depth = 1.6'

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	------	-------	9.609	-------	17.41	22.99	30.57	-------	42.18	Pre-Condition
2	SCS Runoff	------	-------	17.85	-------	27.45	33.89	42.15	-------	54.33	Post-Condition
3	Reservoir	2	-------	8.976	-------	15.23	20.25	27.65	-------	48.65	Routed Pond

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	9.609	2	722	26,059	------	------	------	Pre-Condition
2	SCS Runoff	17.85	2	720	46,287	------	------	------	Post-Condition
3	Reservoir	8.976	2	730	46,255	2	557.57	10,857	Routed Pond

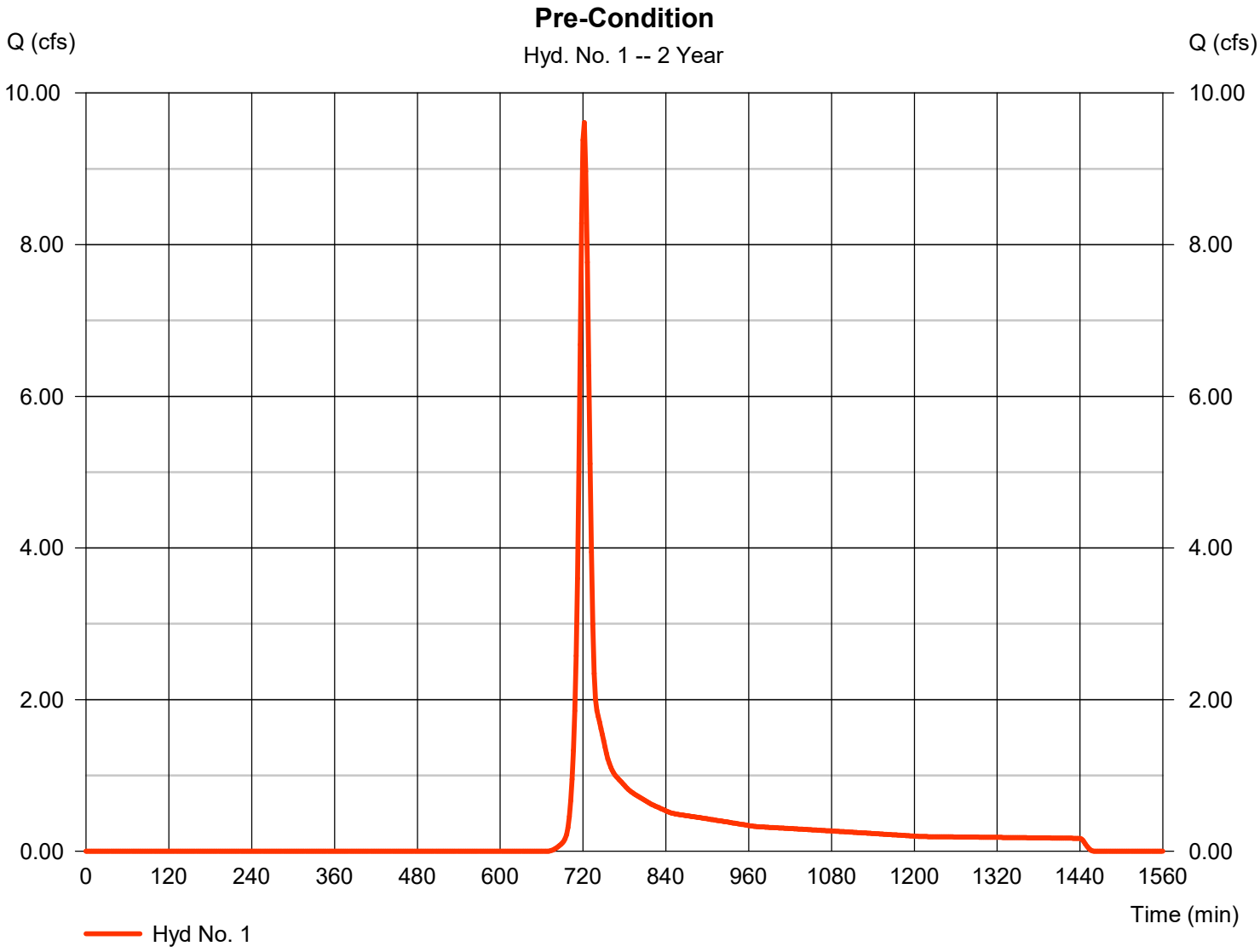
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 9.609 cfs
Storm frequency	= 2 yrs	Time to peak	= 722 min
Time interval	= 2 min	Hyd. volume	= 26,059 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 3.39 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



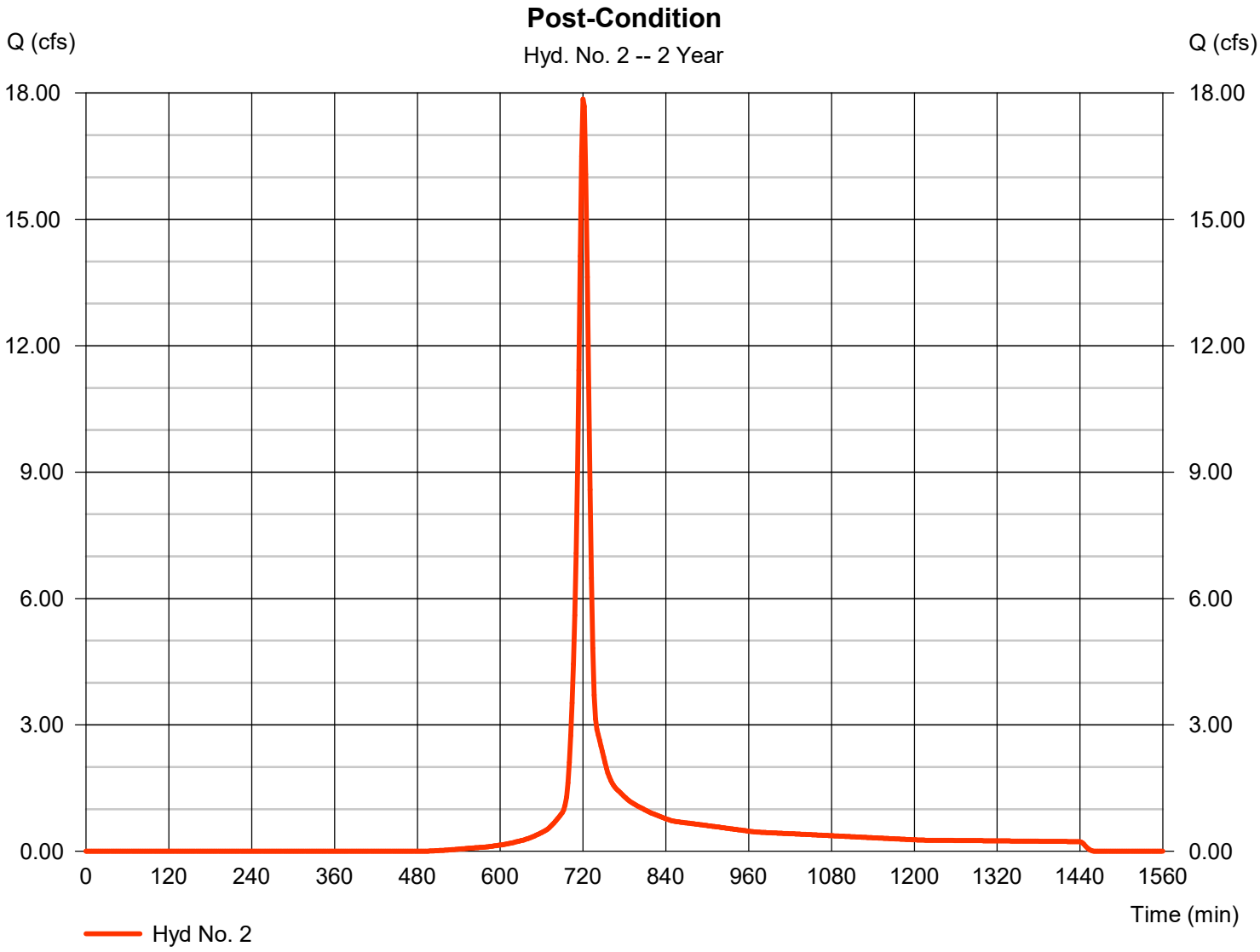
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 17.85 cfs
Storm frequency	= 2 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 46,287 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 3.39 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



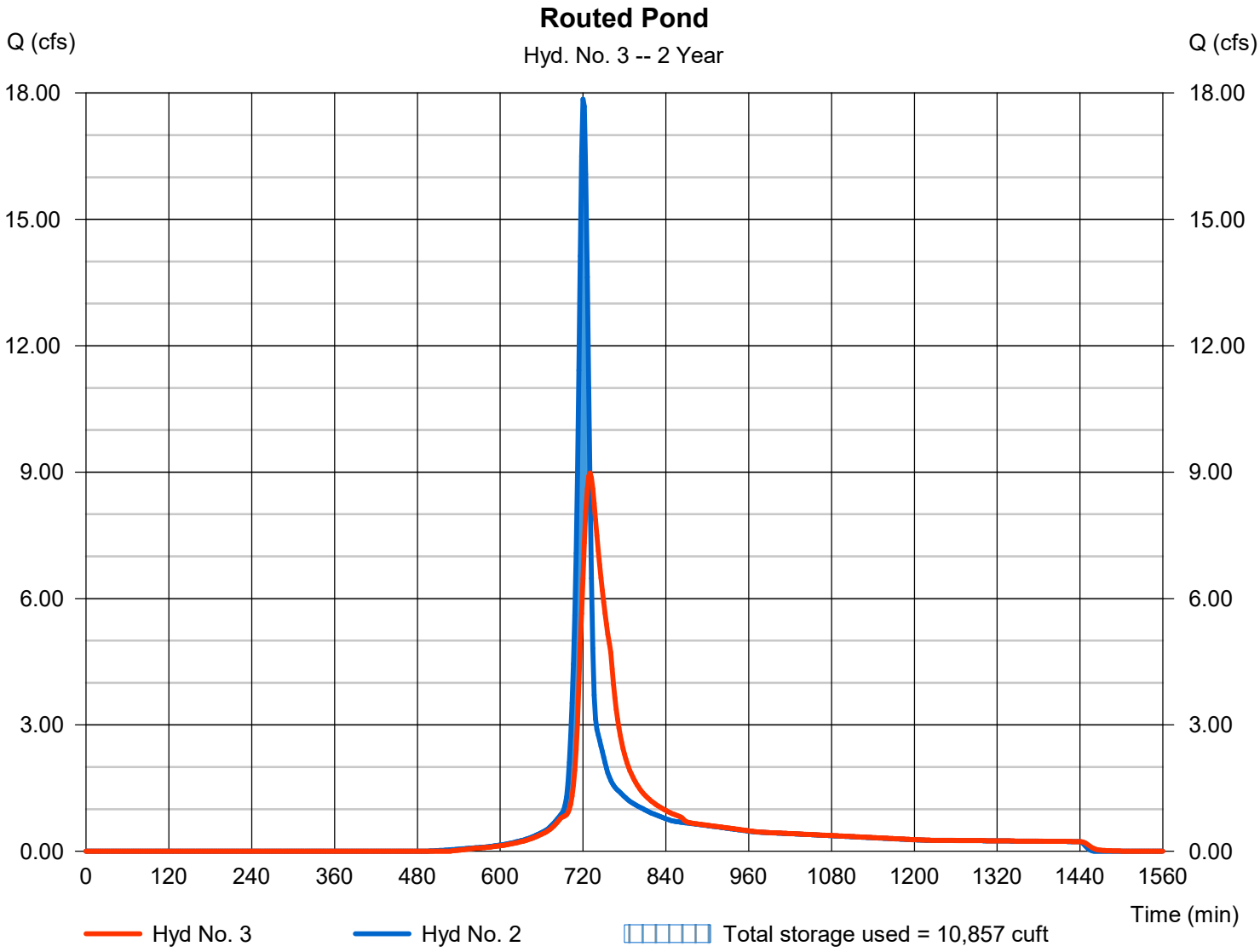
Hydrograph Report

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 8.976 cfs
Storm frequency	= 2 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 46,255 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 557.57 ft
Reservoir name	= Pond 1	Max. Storage	= 10,857 cuft

Storage Indication method used.



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Pond No. 1 - Pond 1

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 553.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	553.00	00	0	0
1.00	554.00	940	313	313
3.00	556.00	3,120	3,848	4,161
5.00	558.00	5,512	8,518	12,680
7.50	560.50	8,130	16,945	29,625

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 553.00	0.00	0.00	0.00
Length (ft)	= 42.00	0.00	0.00	0.00
Slope (%)	= 2.40	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

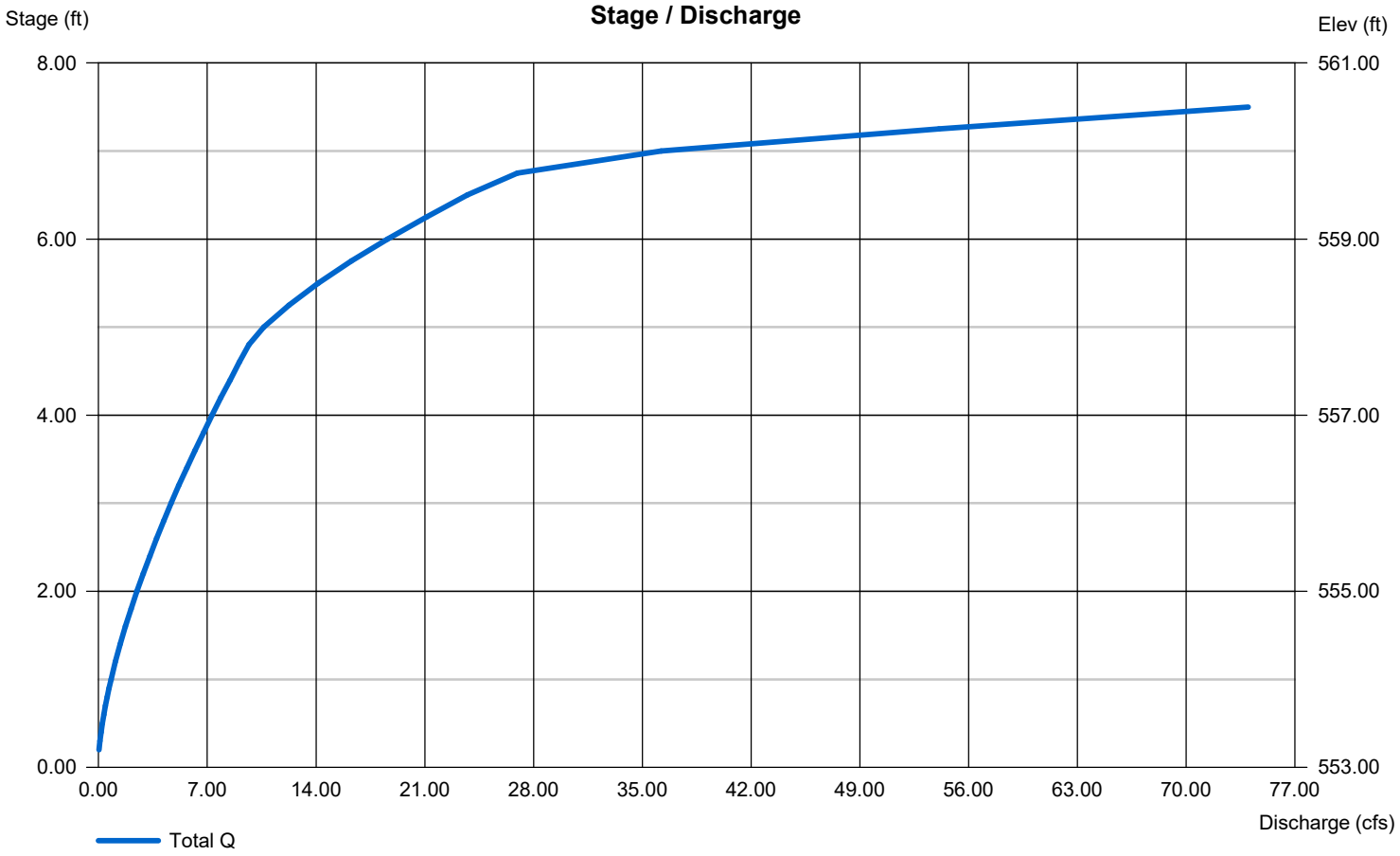
Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 14.50	0.30	1.20	20.00
Crest El. (ft)	= 559.70	553.10	557.80	560.00
Weir Coeff.	= 3.33	3.33	3.33	2.60
Weir Type	= 1	Rect	Rect	Broad
Multi-Stage	= Yes	Yes	Yes	No

Exfil.(in/hr) = 0.000 (by Contour)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	17.41	2	722	45,762	------	------	------	Pre-Condition
2	SCS Runoff	27.45	2	720	71,421	------	------	------	Post-Condition
3	Reservoir	15.23	2	728	71,389	2	558.63	16,928	Routed Pond

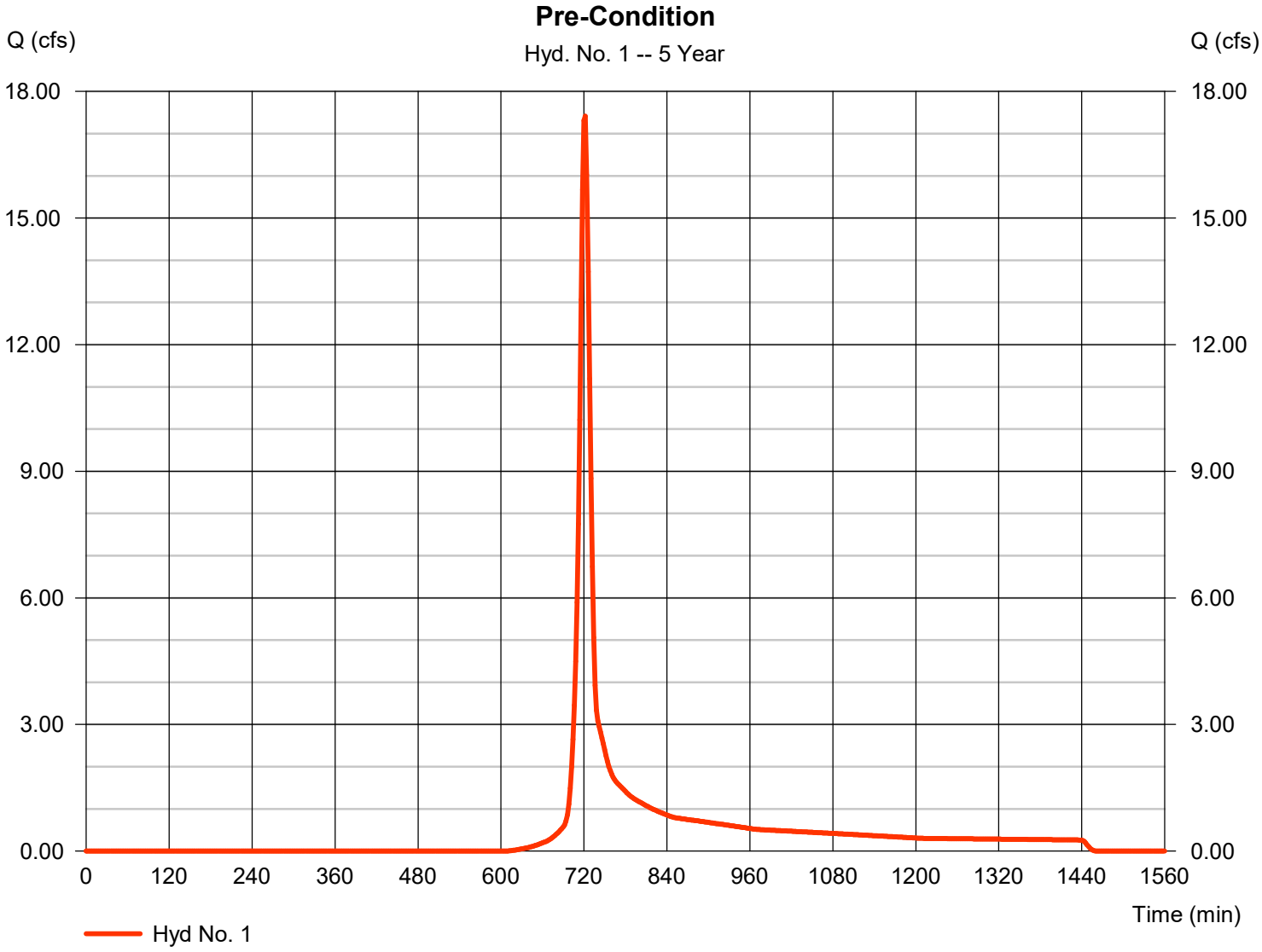
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 17.41 cfs
Storm frequency	= 5 yrs	Time to peak	= 722 min
Time interval	= 2 min	Hyd. volume	= 45,762 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 4.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



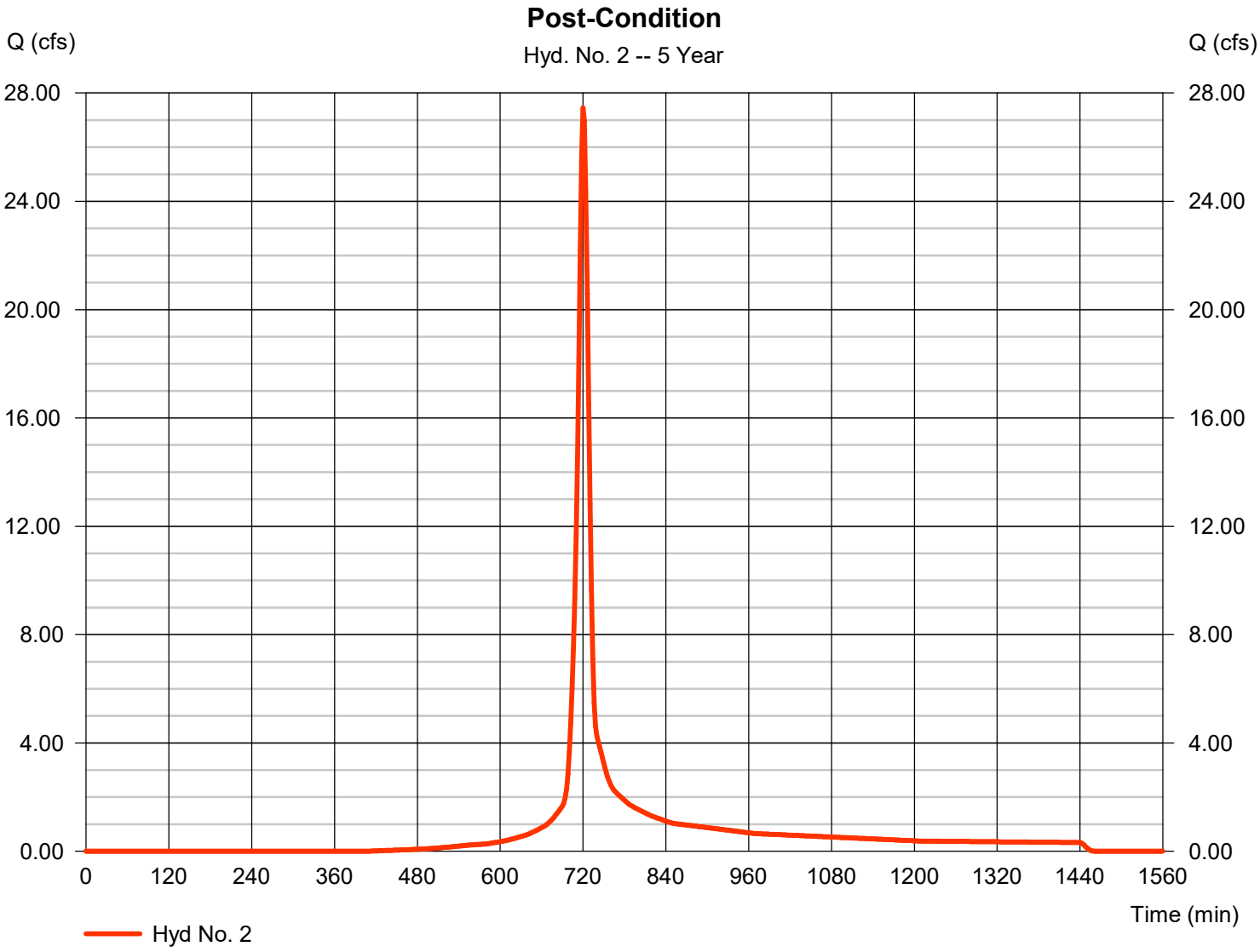
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 27.45 cfs
Storm frequency	= 5 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 71,421 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 4.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

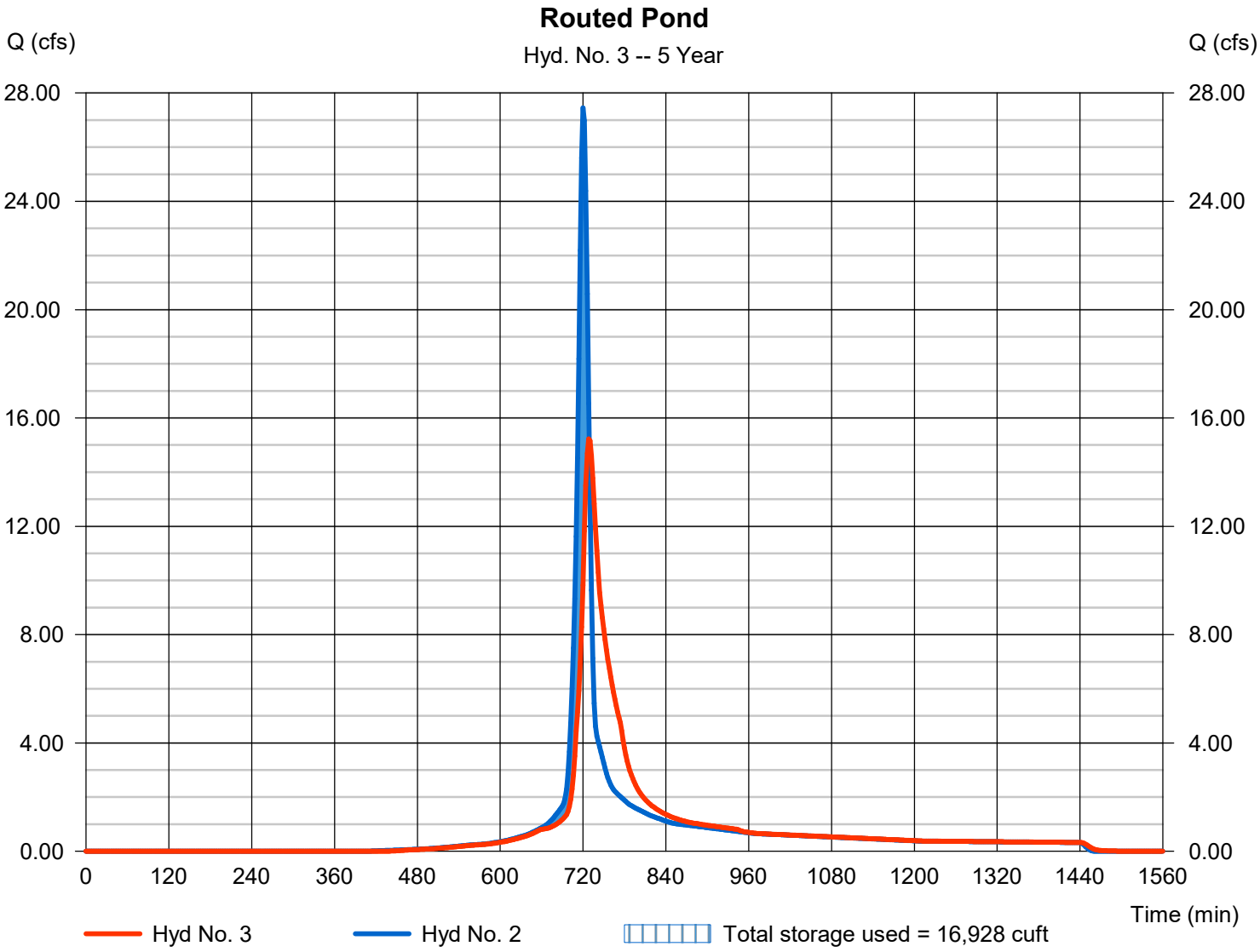
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 15.23 cfs
Storm frequency	= 5 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 71,389 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 558.63 ft
Reservoir name	= Pond 1	Max. Storage	= 16,928 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	22.99	2	720	60,056	------	------	------	Pre-Condition
2	SCS Runoff	33.89	2	720	88,647	------	------	------	Post-Condition
3	Reservoir	20.25	2	728	88,614	2	559.16	20,574	Routed Pond

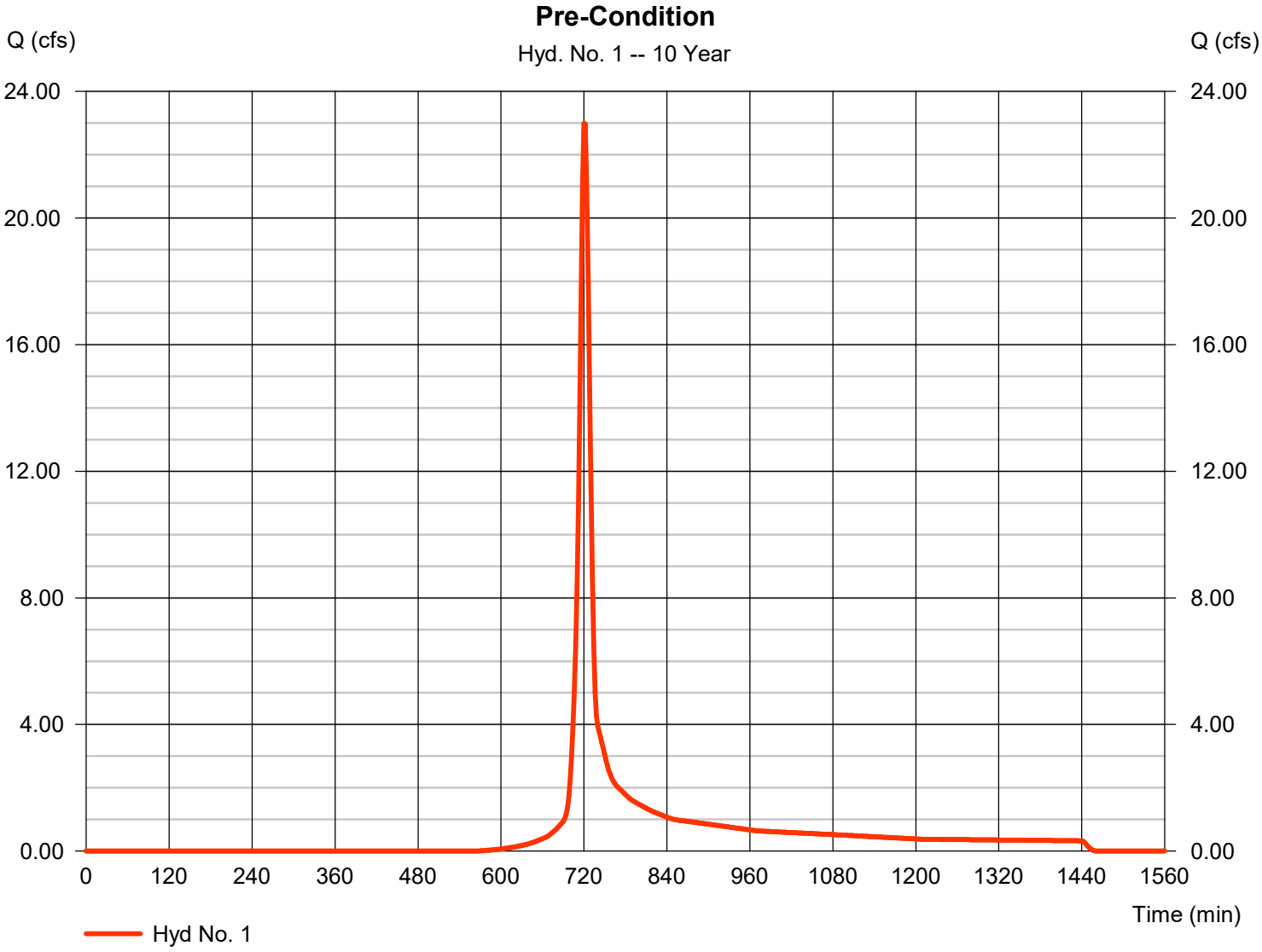
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 22.99 cfs
Storm frequency	= 10 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 60,056 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 5.23 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



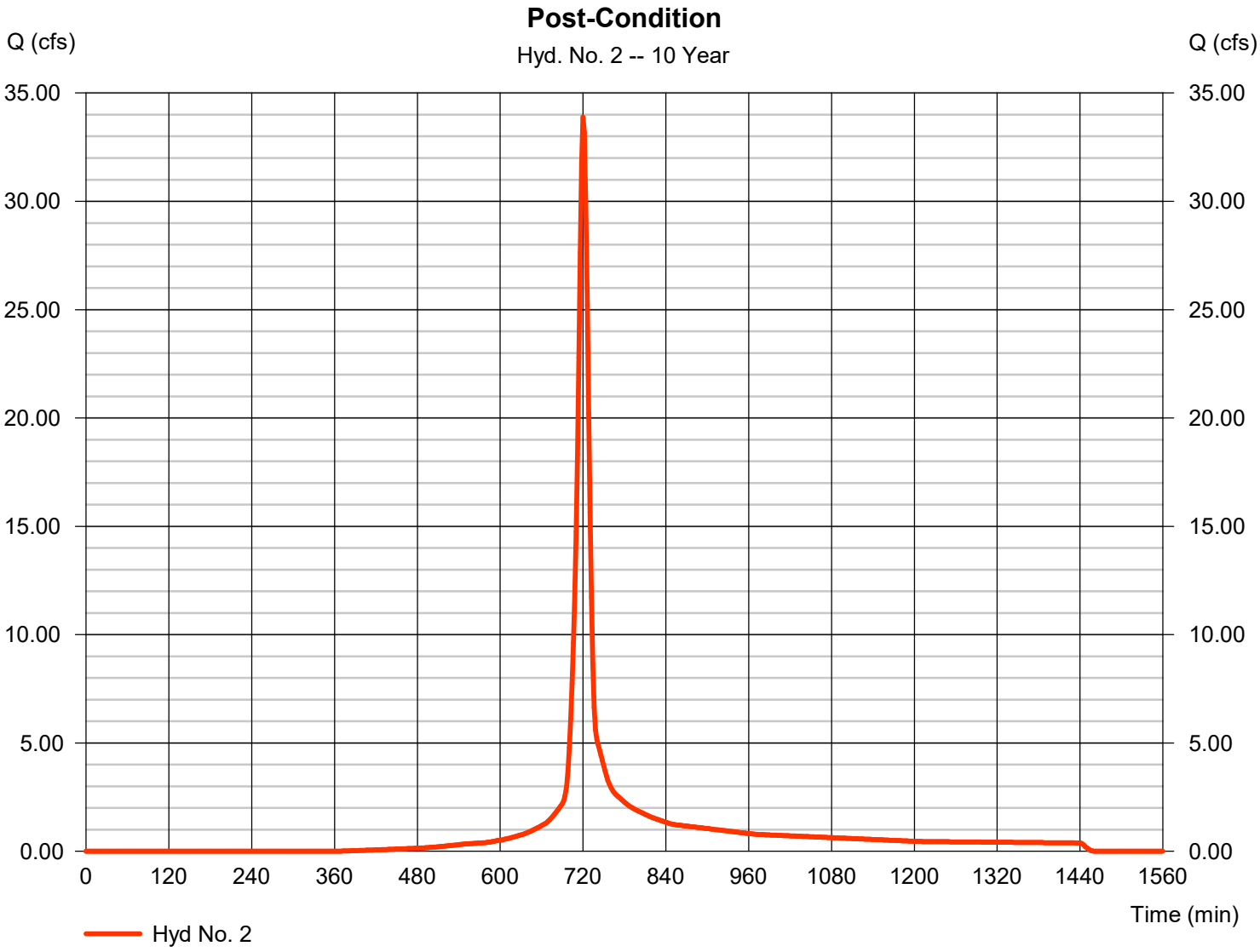
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 33.89 cfs
Storm frequency	= 10 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 88,647 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 5.23 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

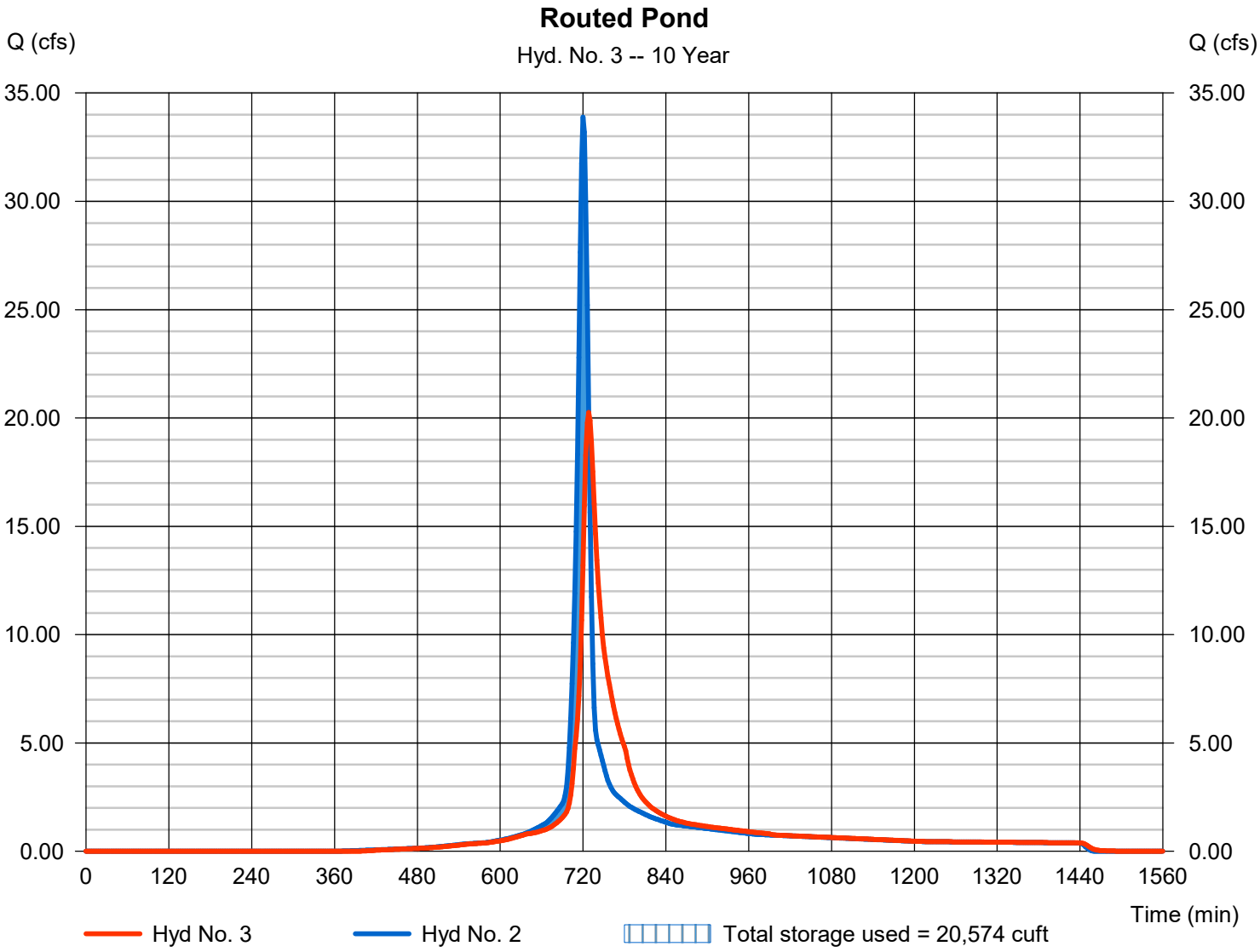
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 20.25 cfs
Storm frequency	= 10 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 88,614 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 559.16 ft
Reservoir name	= Pond 1	Max. Storage	= 20,574 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	30.57	2	720	79,351	------	------	------	Pre-Condition
2	SCS Runoff	42.15	2	720	111,108	------	------	------	Post-Condition
3	Reservoir	27.65	2	728	111,075	2	559.77	24,668	Routed Pond

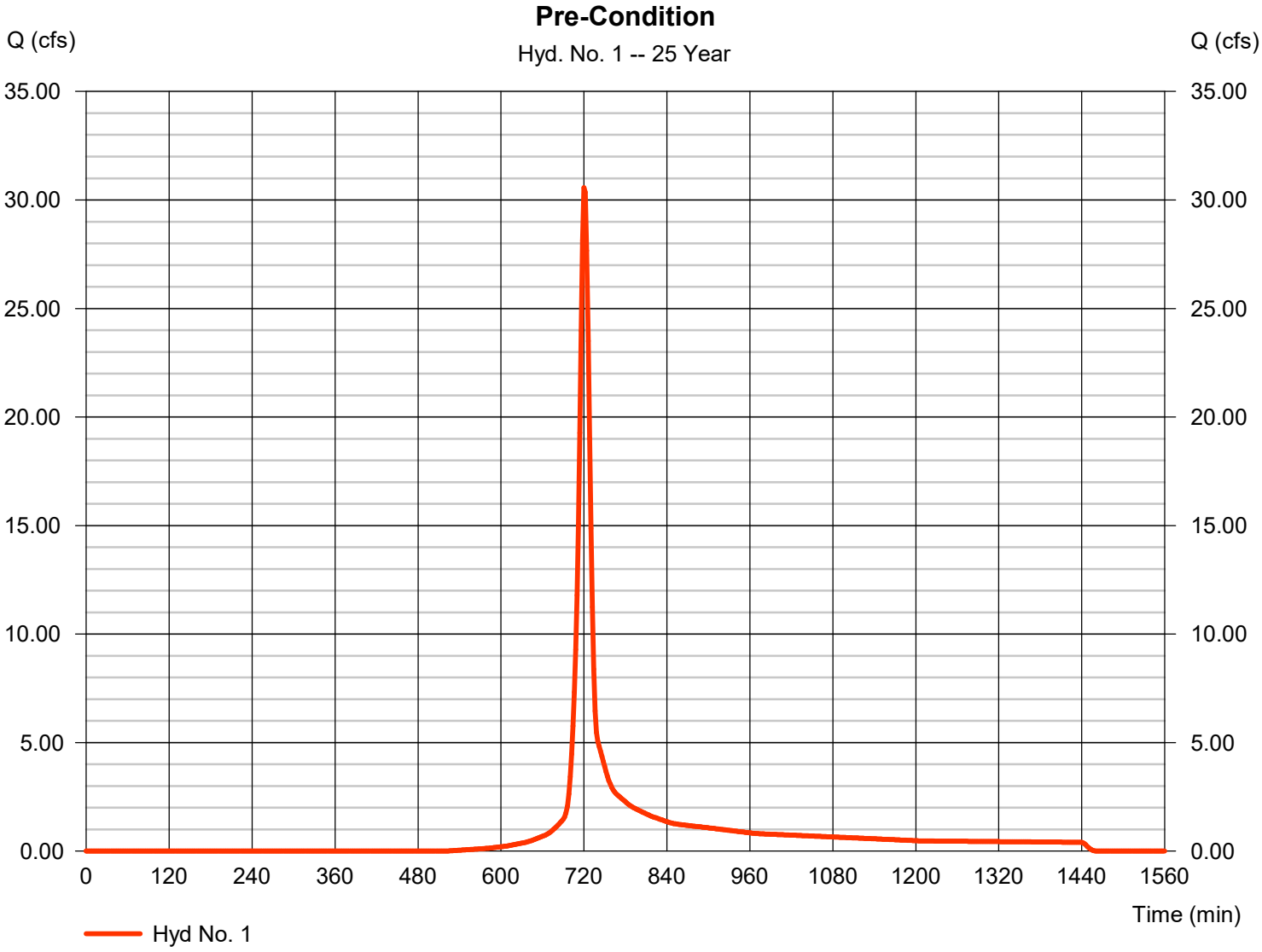
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 30.57 cfs
Storm frequency	= 25 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 79,351 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 6.16 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



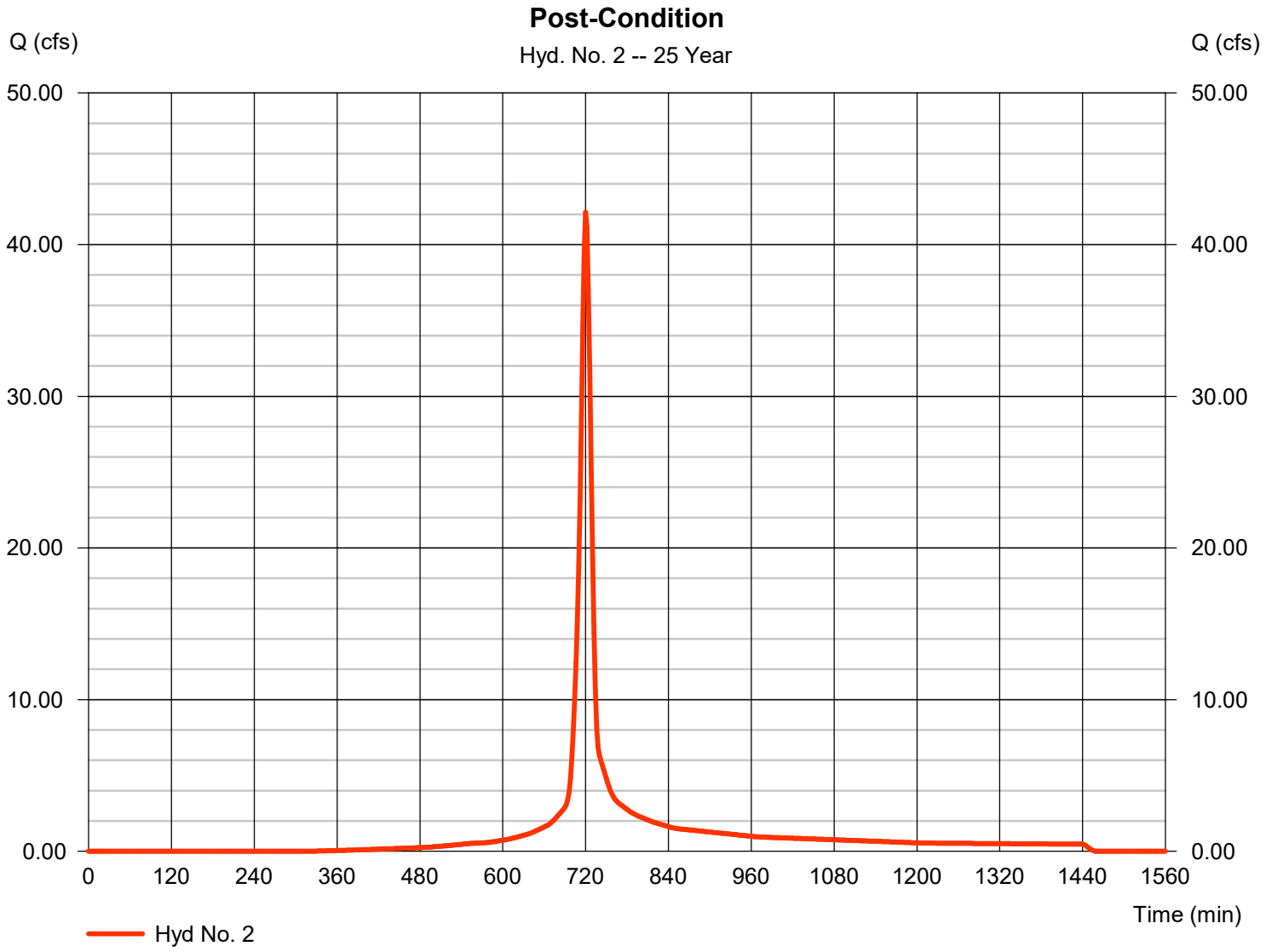
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 42.15 cfs
Storm frequency	= 25 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 111,108 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 6.16 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

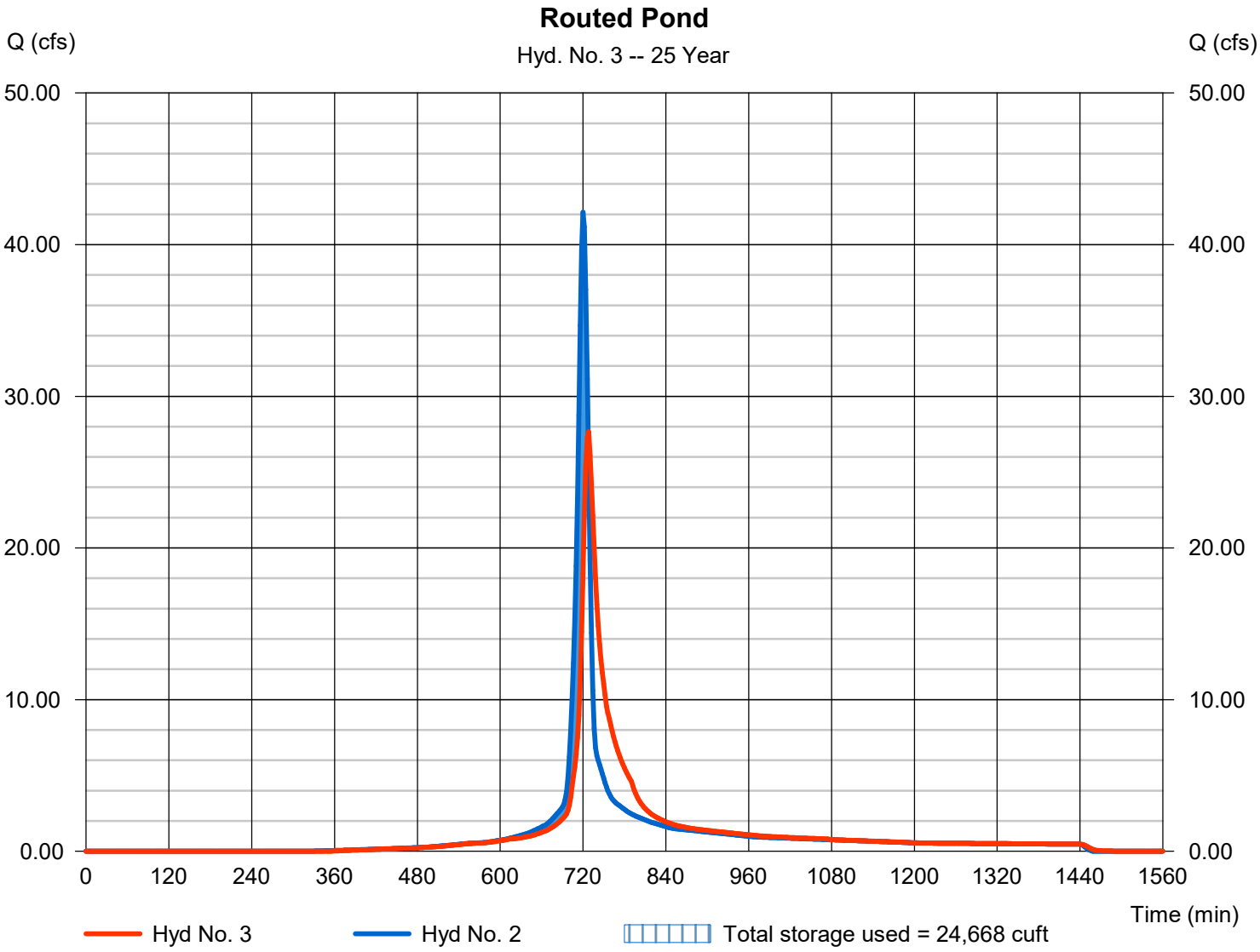
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 27.65 cfs
Storm frequency	= 25 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 111,075 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 559.77 ft
Reservoir name	= Pond 1	Max. Storage	= 24,668 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	42.18	2	720	109,367	------	------	------	Pre-Condition
2	SCS Runoff	54.33	2	720	144,901	------	------	------	Post-Condition
3	Reservoir	48.65	2	724	144,869	2	560.17	27,415	Routed Pond

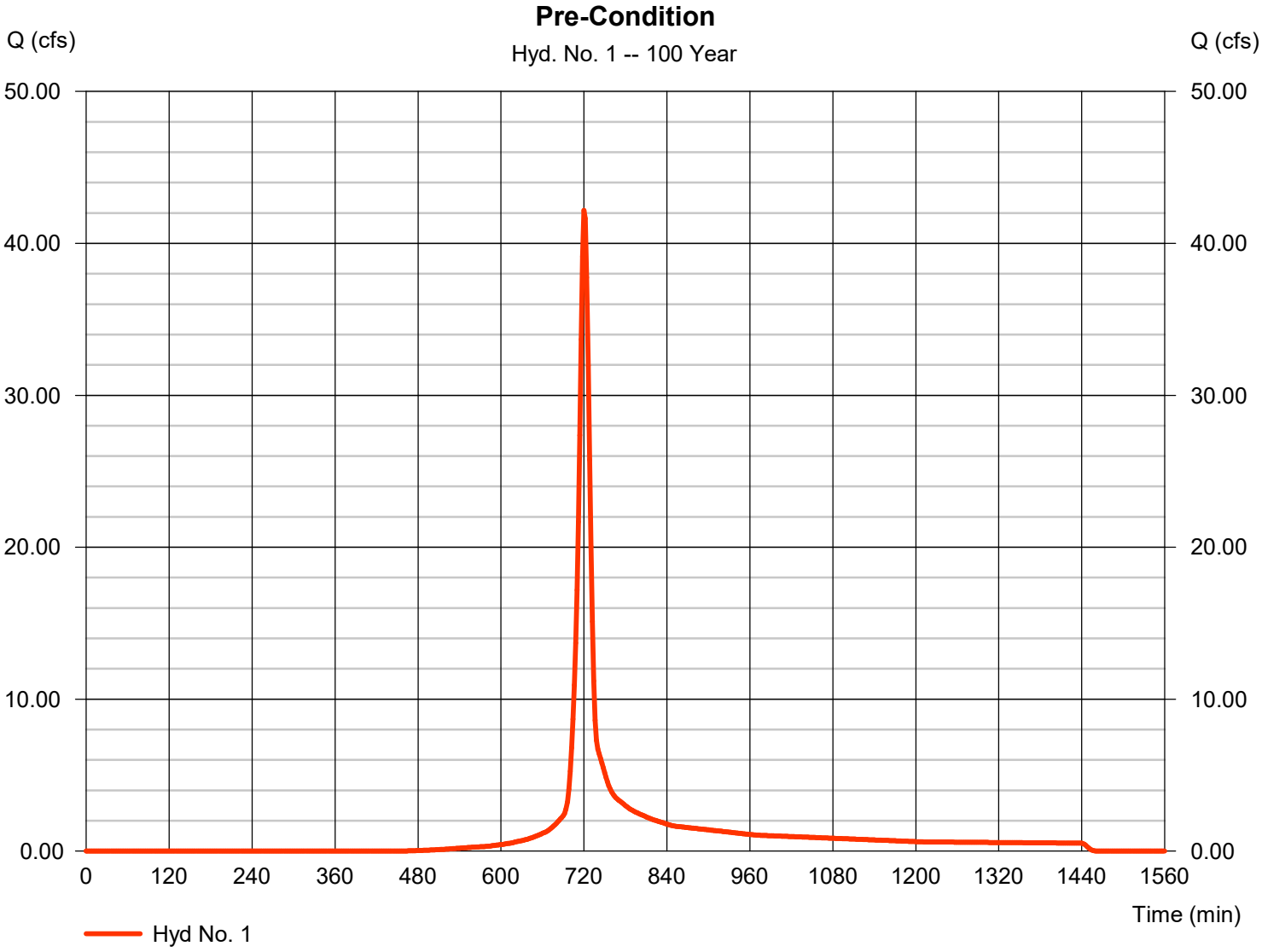
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 1

Pre-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 42.18 cfs
Storm frequency	= 100 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 109,367 cuft
Drainage area	= 7.000 ac	Curve number	= 71
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 7.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



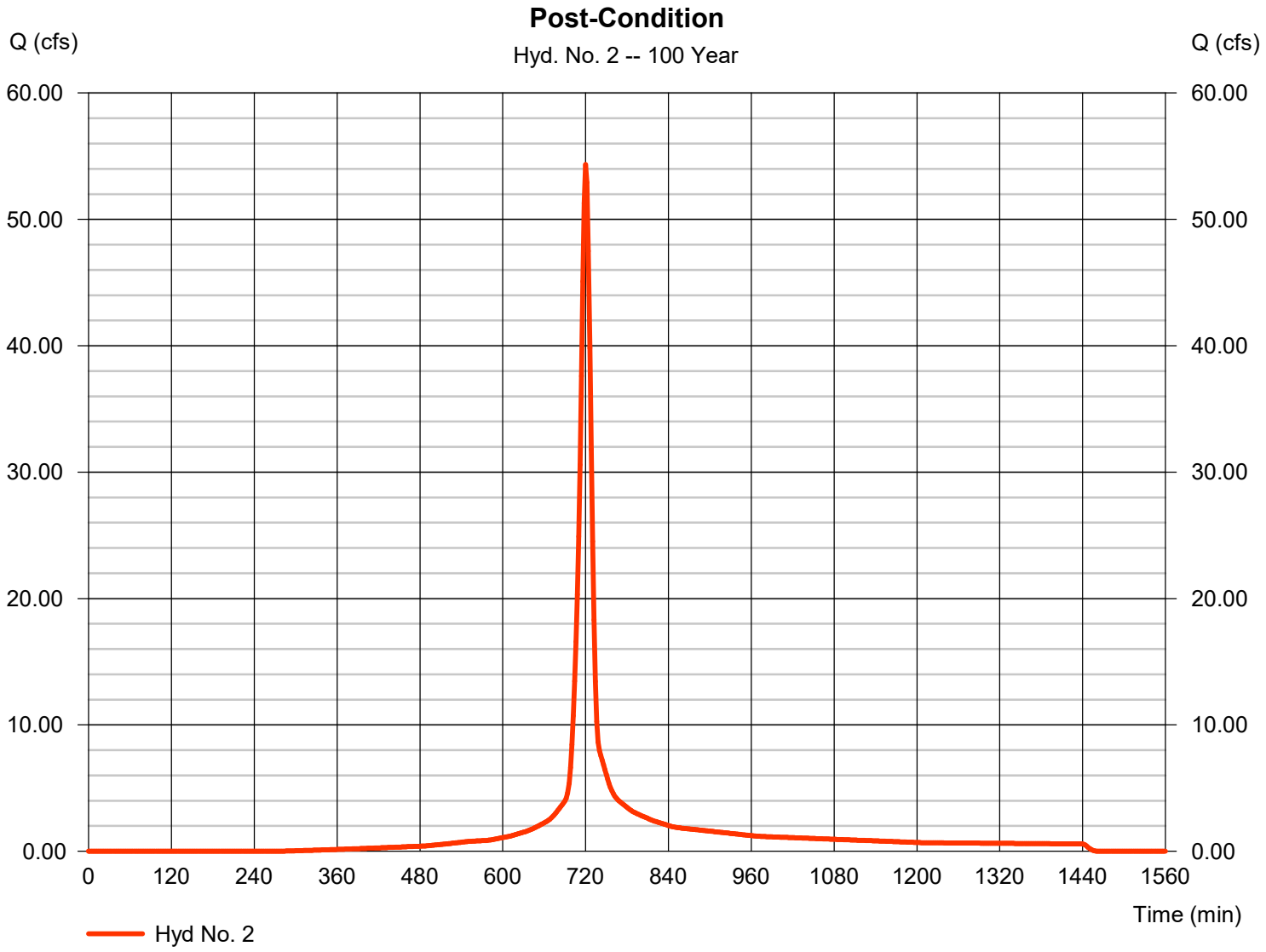
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 2

Post-Condition

Hydrograph type	= SCS Runoff	Peak discharge	= 54.33 cfs
Storm frequency	= 100 yrs	Time to peak	= 720 min
Time interval	= 2 min	Hyd. volume	= 144,901 cuft
Drainage area	= 7.000 ac	Curve number	= 83
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 12.00 min
Total precip.	= 7.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

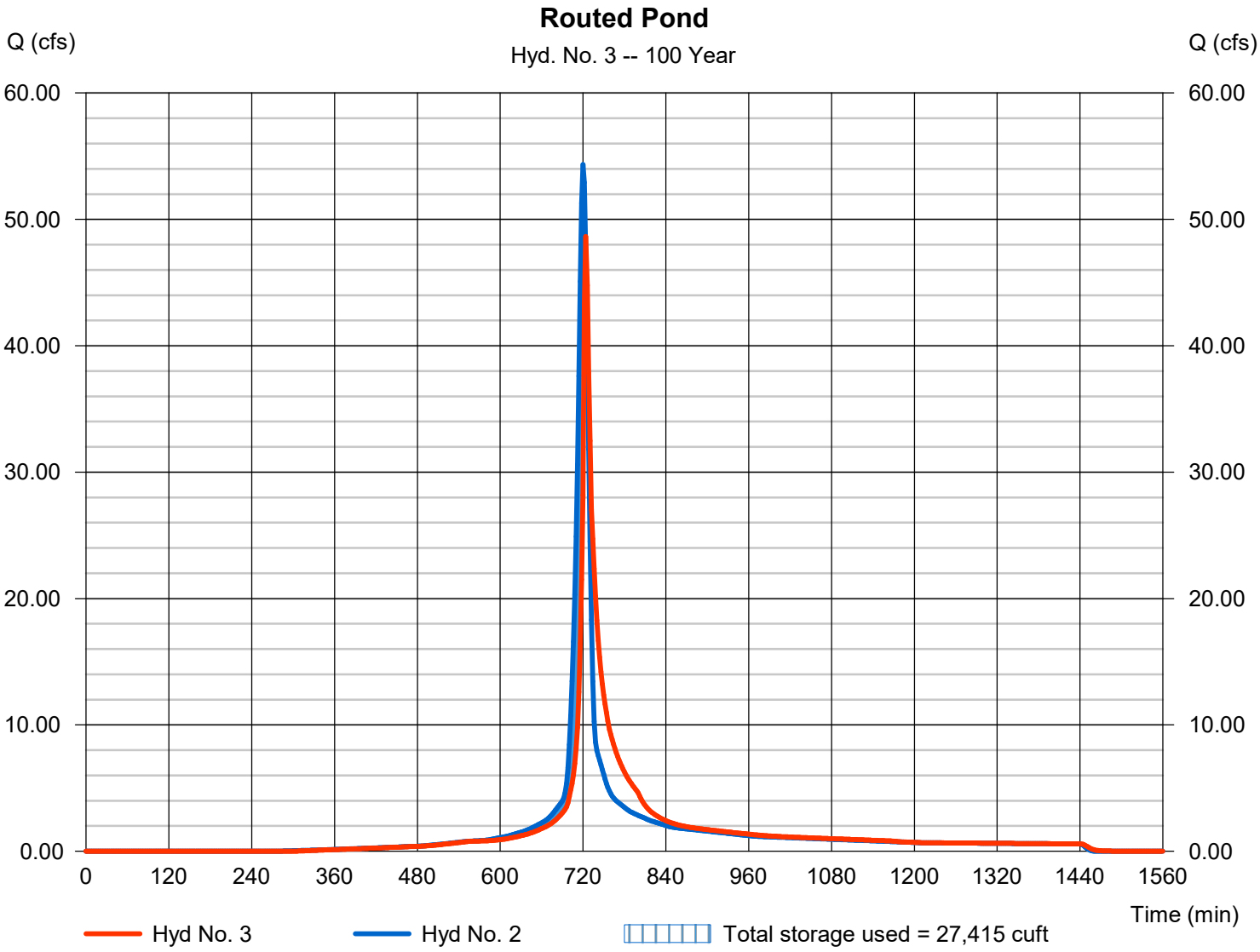
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022 Monday, 04 / 4 / 2022

Hyd. No. 3

Routed Pond

Hydrograph type	= Reservoir	Peak discharge	= 48.65 cfs
Storm frequency	= 100 yrs	Time to peak	= 724 min
Time interval	= 2 min	Hyd. volume	= 144,869 cuft
Inflow hyd. No.	= 2 - Post-Condition	Max. Elevation	= 560.17 ft
Reservoir name	= Pond 1	Max. Storage	= 27,415 cuft

Storage Indication method used.



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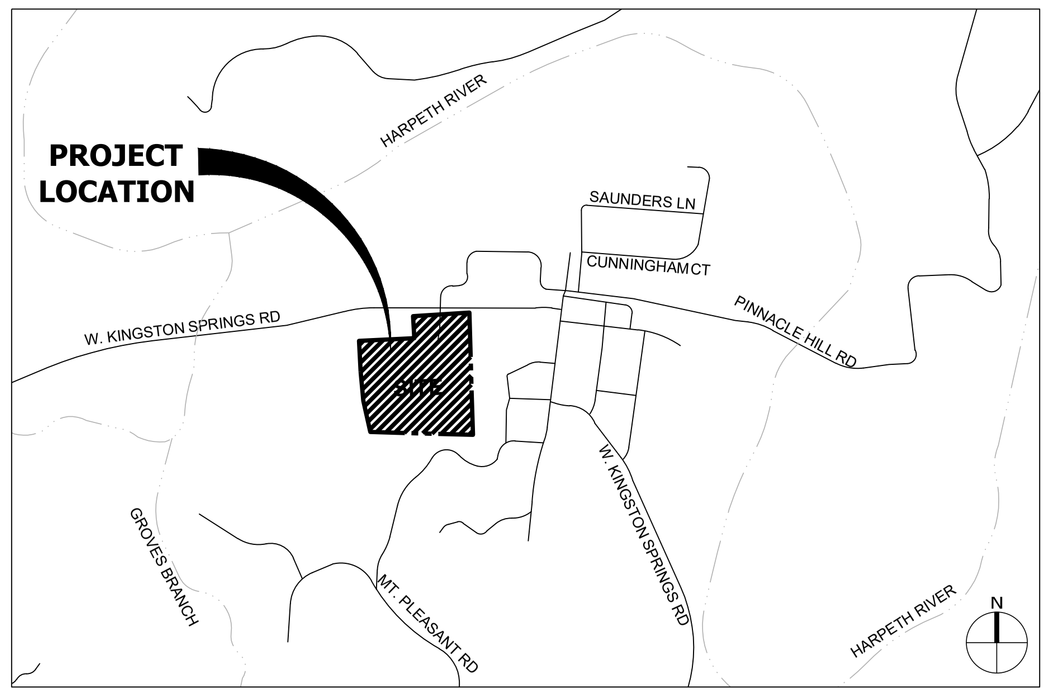
Hydrograph No. 3, Reservoir, Routed Pond..... 22

PLANNED UNIT DEVELOPMENT

ELLERSLY SUBDIVISION

PHASE 1
EROSION CONTROL & GRADING PLAN

ELLERSLY WAY
KINGSTON SPRINGS, TN 37082
MAP 096B PARCEL 003



VICINITY MAP
1" = 1000'

SHEET INDEX

	COVER SHEET
C1.00	SWPPP STAGE 1
C1.01	SWPPP STAGE 2
C1.02	SWPPP STAGE 3 & GRADING PLAN

CSDG
Planning | Engineering
Landscape Architecture

ENGINEER
CSDG
2305 KLINE AVE, STE 300
NASHVILLE, TN 37211
PH:(615) 248-9999
CONTACT:RYAN LOVELACE, P.E.
E-MAIL:RYANL@CSDGTN.COM

OWNER | DEVELOPER
ENERGY FIT SOLUTIONS, INC.
8 WESTLAKE DRIVE
NASHVILLE, TN 37205

SEAL

RYAN E. LOVELACE
REGISTERED ENGINEER
AGRICULTURE
109536
STATE OF TENNESSEE

Tennessee811
Know what's below. Call before you dig.

ISSUE SET:

ISSUE DATE: JANUARY 2022

REVISION SCHEDULE:

No.	Description	Date
1	INITIAL SUBMITTAL	12/01/21
2	PC COMMENTS	01/25/22
3	STAFF COMMENTS	03/25/22
4	STAFF COMMENTS	04/22/22
5	STAFF COMMENTS	04/26/22

REVISION: | DRAWN: AEM | CHECKED: REL

PROJECT NO.: 19-012-01

N.O.C. Certification

1. The project associated with these submitted plans is covered under Tennessee Construction General Permit. TN. TNR144975. The total disturbed area is: ±3.1 AC.

Signature — 03/25/2022 Date

Circle one: Developer (Project Engineer) Other _____

Erosion Control Specialist Note

I, RYAN E. LOVELACE, PE, Certified Erosion Control Specialist have reviewed the plan for sufficient on-site temporary erosion and sediment control provisions.

Signature — 03/25/2022 Date

NOTES:
1. CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT TO BE ADJUSTED AS NECESSARY BY CONTRACTOR
2. LIMITS OF DISTURBANCE TO BE MARKED WITH ORANGE CONSTRUCTION FENCING OR MATERIAL OF EQUAL VISIBILITY

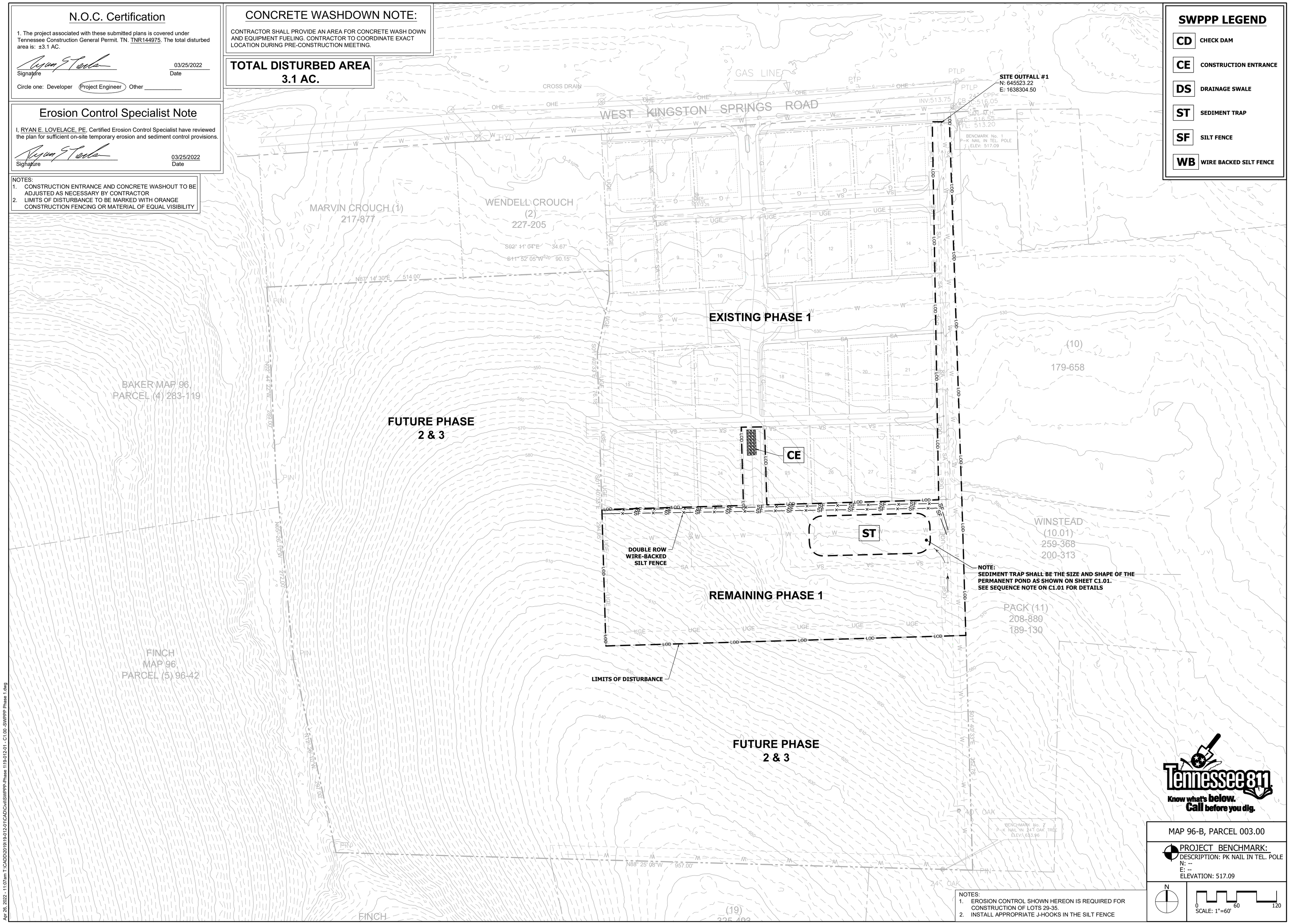
CONCRETE WASHDOWN NOTE:

CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING. CONTRACTOR TO COORDINATE EXACT LOCATION DURING PRE-CONSTRUCTION MEETING.

TOTAL DISTURBED AREA 3.1 AC.

SWPPP LEGEND

CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
DS	DRAINAGE SWALE
ST	SEDIMENT TRAP
SF	SILT FENCE
WB	WIRE BACKED SILT FENCE



NOTES:
1. EROSION CONTROL SHOWN HEREON IS REQUIRED FOR CONSTRUCTION OF LOTS 29-35.
2. INSTALL APPROPRIATE J-HOOKS IN THE SILT FENCE

MAP 96-B, PARCEL 003.00

PROJECT BENCHMARK:
DESCRIPTION: PK NAIL IN TEL. POLE
N: --
E: --
ELEVATION: 517.09

N

0 60 120
SCALE: 1"=60'

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Landscape Architecture
2305 Kline Ave, Ste 300
Nashville, TN 37211
615.248.9999
csdgtn.com

SEAL

RYAN E. LOVELACE
REGISTERED ENGINEER
AGRICULTURE
NUMBER 109056
STATE OF TENNESSEE
04/26/2022

ELLERSLY SUBDIVISION PHASE 1

0 ELLERSLY WAY,
KINGSTON SPRINGS,
CHEATHAM COUNTY,
TENNESEE

ISSUE SET:

ISSUE DATE: JANUARY 2022

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5	STAFF COMMENTS	04/26/22

REVISION: | DRAWN: ESW | CHECKED: REL

SWPPP STAGE 1
PHASE 1

C1.00

PROJECT NO.: 19-012-01

Apr 26, 2022 - 11:07am T:\CADD\2019\19-012-01\CAD\Civil\SWPPP-Phase 1\19-012-01 - C1.00 -SWPPP Phase 1.dwg

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Signature — 03/25/2022 Date

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PERMANENT DIVERSION SWALE

N.T.S.

CONCRETE WASHDOWN NOTE:

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SF	SILT FENCE
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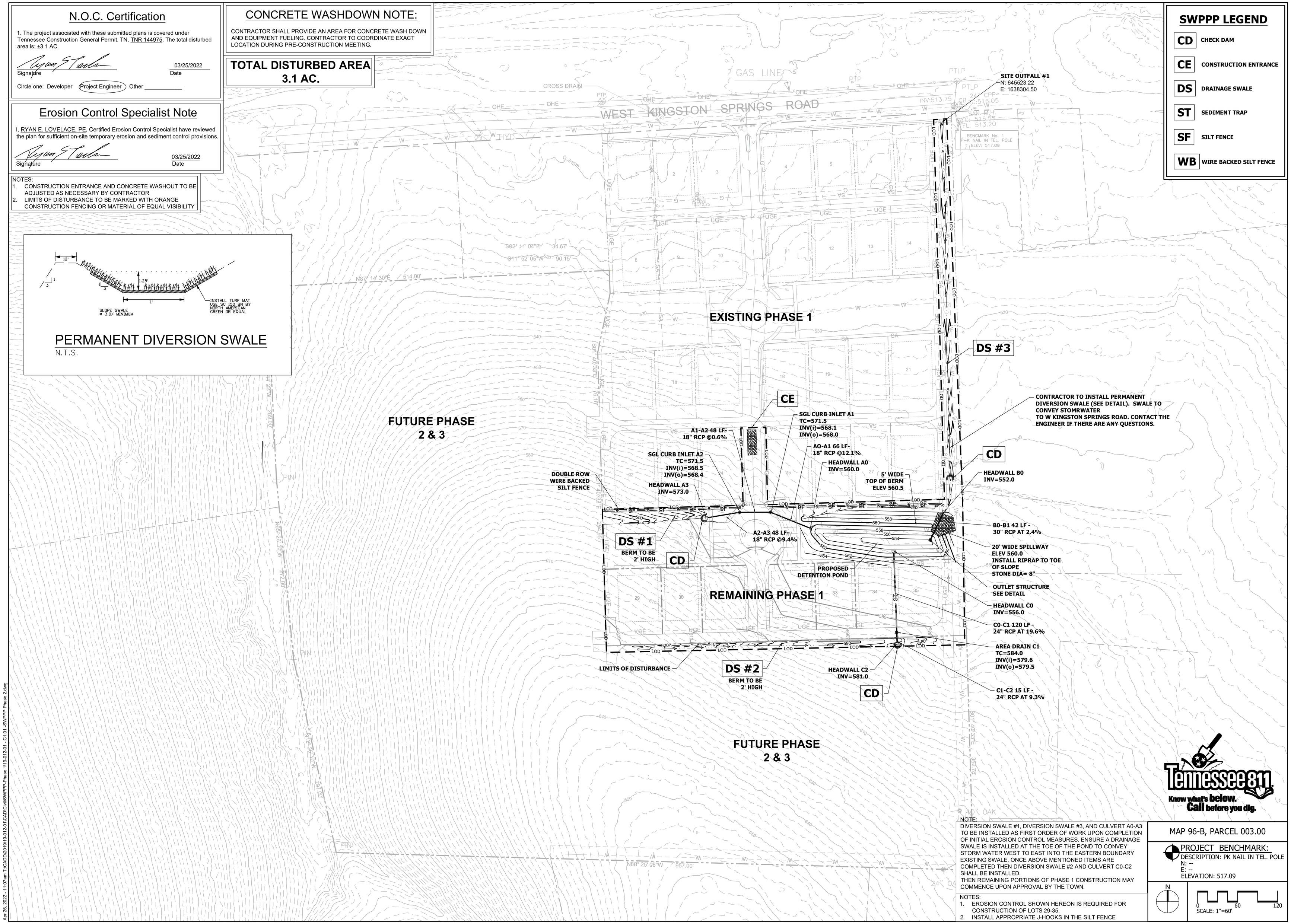

NOTE:
DIVERSION SWALE #1, DIVERSION SWALE #3, AND CULVERT A0-A3 TO BE INSTALLED AS FIRST ORDER OF WORK UPON COMPLETION OF INITIAL EROSION CONTROL MEASURES. ENSURE A DRAINAGE SWALE IS INSTALLED AT THE TOE OF THE POND TO CONVEY STORM WATER WEST TO EAST INTO THE EASTERN BOUNDARY EXISTING SWALE. ONCE ABOVE MENTIONED ITEMS ARE COMPLETED THEN DIVERSION SWALE #2 AND CULVERT C0-C2 SHALL BE INSTALLED.
THEN REMAINING PORTIONS OF PHASE 1 CONSTRUCTION MAY COMMENCE UPON APPROVAL BY THE TOWN.

NOTES:
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MAP 96-B, PARCEL 003.00

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DESCRIPTION: PK NAIL IN TEL. POLE
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REVISION: | DRAWN: ESW | CHECKED: REL

SWPPP STAGE 2
PHASE 1

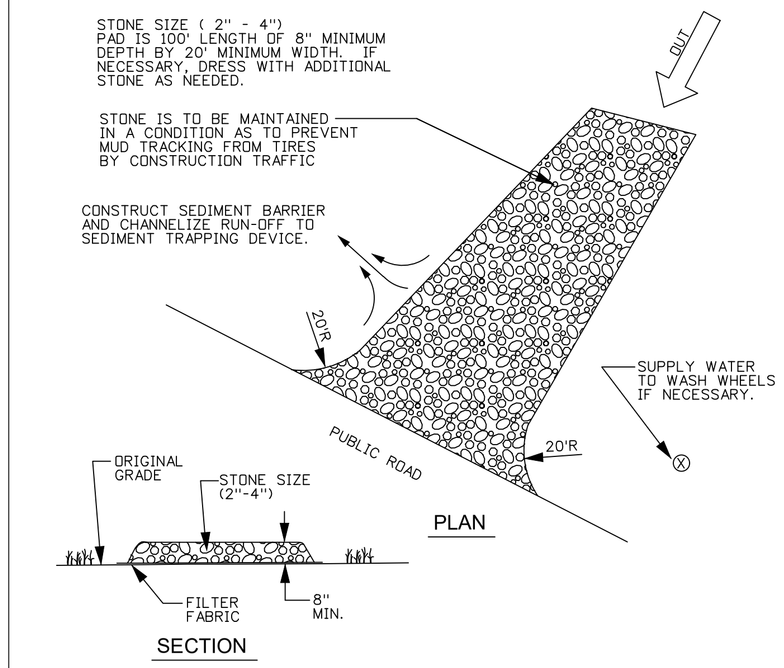
C1.01

PROJECT NO.: 19-012-01

Apr 26, 2022 - 11:07am T:\CADD\2019\19-012-01\CAD\Civil\SWPPP-Phase 1\19-012-01 - C1.01 -SWPPP Phase 2.dwg

Stormwater Pollution Prevention Plan Notes:

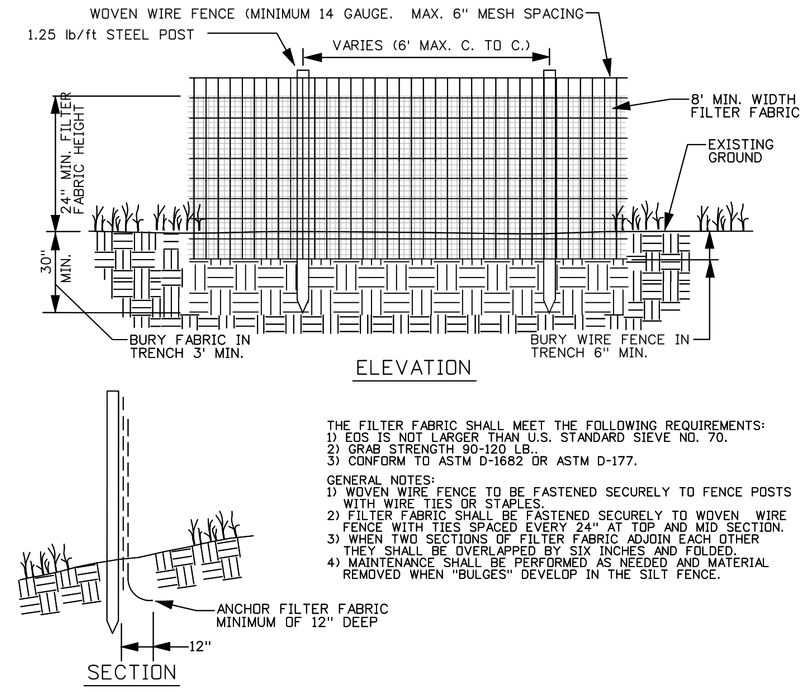
1. The contractor is responsible for making sure that a copy of the SWPPP is retained on-site at or near the construction entrance. If a construction trailer in not available, the contractor shall provide a waterproof enclosure near the construction entrance to place the SWPPP. In addition to the SWPPP, the contractor shall make certain that the following information must also be posted at the construction site (in a construction trailer or in the waterproof enclosure):
   a) A copy of the notice of coverage (NOC) with the NPDES permit tracking number for the construction project number
   b) name, company name, email address, telephone number and address of the project site owner or a local contact person
   c) a brief description of the project
   d) the location of the SWPPP if an on-site location for storing the plan is not available.
2. The owner of this project site will provide erosion control measures as shown on this SWPPP. Once the owner sells this property, the new property owner will be required to obtain coverage under this permit from the governing federal, state and local agencies and the new property owner shall assume operational control and responsibility for the portion of the site that he/she purchases.
3. Prior to the commencement of any clearing or grubbing, the contractor shall erect "construction fencing", tree protection fencing, caution tape, etc. along the limits of disturbance to protect trees, stream bank buffers, etc. that are not to be disturbed.
4. Prior to any type of construction activity, the contractor shall install the stone based construction exit, the silt fence and the sediment traps/basins when indicated on the SWPPP. Additional erosion control measures such as rock check dams, diversion swales, temporary creek crossings, temporary mulching of disturbed areas, final seed and straw application and general erosion control maintenance shall be provided as construction progresses and these measures become necessary. The contractor shall be responsible for implementing all of the erosion control measures.
5. All erosion control measures shall be installed and maintained in accordance with the manufacture's specifications and recommendations. It is the purpose of all control measures to slow runoff so that rill and gully formation is prevented. The contractor shall inspect the control measures periodically and replace and/or modify the controls for relevant site situations.
6. Where the application of temporary or permanent grass seed is specified as part of the SWPPP, the contractor shall use an appropriate grass seed mixture for the time of year that the seed is sown. Use fescue during the spring and summer months and a mixture of fescue and winter rye during the fall and winter months. Sow at a rate of 6 lbs. per 1000 sq.ft. of area. Provide adequate amounts of water to establish a healthy stand of grass.
7. If sediment escapes the construction site, it is the contractor's responsibility to remove the sediment that has escaped the site. The contractor shall obtain the permission of the landowner where the sediment has accumulated before removal can begin. If sediment enters a stream, the contractor must also gain the written permission of the State before remediation/restoration can begin.
8. The contractor shall remove sediment from sediment traps, silt fences, sedimentation ponds, and other sediment controls as necessary and must be removed when capacity has been reduced by 50%.
9. Litter, construction debris and construction chemicals exposed to storm water shall be picked up and removed from the site to prevent them from becoming a pollutant source for storm water discharges. After use, materials used for erosion prevention and sediment control should be removed from the site.
10. There are no other construction activities or industrial activities associated with this project site that are covered under a separate permit.
11. There are streams on or near this project site, therefore additional permits associated with these features are required.
12. All earth stockpiles, whether on the project site or off-site shall include erosion control measures to prevent the material from be washed from the site by storm water runoff.
13. Clearing and grubbing must be held to the minimum necessary for grading and equipment operation.
14. Erosion prevention and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday, but must be replaced at the end of the workday.
15. The contractor shall maintain a rain gauge and daily rainfall records at the site.
16. The contractor shall initiate stabilization measures in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site must be completed no later than 14 days after the construction activity on that portion of the site has temporarily or permanently ceased.
17. The contractor shall construct temporary diversion swales to divert off-site runoff from crossing the disturbed areas. These diversion swales, when necessary, shall be field located to avoid existing trees wherever possible.
18. No work shall be allowed in or around streams or wetlands without the proper permits. Prior to the commencement of any construction activities in these areas, the contractor shall obtain a copy of the permits from the property owner, which allows this work. He shall not begin work without obtaining a copy of these permits or stiff fines from the federal and state agencies may be levied.
19. Muddy water to be pumped from excavation and work areas must be held in settling basins or filtered prior to its discharge into surface waters. Water must be discharged through a pipe, well-grassed or lined channel or other equivalent means so the discharge does not cause erosion and sedimentation. Discharged water must not cause an objectionable color contrast with the receiving stream.
20. After construction is complete, all disturbed areas, which are not covered with impermeable surface (i.e. asphalt, concrete, buildings, etc.), shall be covered with topsoil (4-inch thick minimum), grass seed and straw. The contractor shall maintain the seed and straw until a solid, healthy stand of permanent grass covers the disturbed areas.
21. Silt fence shall be used along the lower edge of disturbed areas that have sheet flow runoff. Where runoff is concentrated (such as swales and ditches), bumpus fences or rock check dams shall be used to slow the velocity and allow settling of sediment.
22. All construction and waste material shall be collected and removed from the site on a periodic basis. All construction and waste material shall be located outside of any existing or proposed drainage ways and shall be covered and protected from the rain until they are removed from the site. Any liquid materials or chemicals stored on-site shall be located away from any existing or proposed drainage ways and a berm of sufficient height to contain the entire volume of the liquid shall be constructed to completely encompass and impound the stored materials to prevent a spill from flowing off of the site.
23. All soil, plants, trees and other vegetation in protected streams and wetlands and along the banks of same are protected by State law and therefore are prohibited from being removed. The contractor shall ensure that these areas remain undisturbed during construction. Contractor shall erect construction barriers or take other means necessary to insure that the areas remain protected.
24. The contractor shall employee a person to inspect the erosion control measures as required by the State and local agencies. The inspector must have successfully completed the "Fundamentals of Erosion Prevention and Sediment Control" course provided by the State. A copy of the certification or training record for inspector certification should be kept on site.
25. Inspections described in the Tennessee General Permit shall be performed at least twice every calendar week and shall be performed at least 72 hours apart. Inspect all erosion control measures, disturbed areas, storage of material areas, outfall points, construction access points, etc.
26. Any inadequate control measures or control measures in disrepair shall be replaced or modified or repaired as necessary before the next rain event if possible, but in no case more than 7 days after the need is identified. The contractor shall provide additional erosion control measures where necessary to insure adequate control so that no silt exits the project site.
27. Inspections shall be documented and include: the scope of the inspection, name and title of personnel making the inspection, the date of the inspection, major observations relating to the implementation of the storm water pollution prevention plan (including the location of discharges of sediment or other pollutants from the site and of any control device that failed to operate as designed or proved inadequate for a particular location), and actions taken in accordance with the General Permit. Inspections documentation will be maintained on site and made available upon request. Inspection reports must be submitted to the State (TDEC) within 10 days of the request. Use the inspection report form provided in Appendix C of the General Permit and complete on a weekly basis.
28. Sediment removed from sediment control structures is to be placed at a site that has been permitted by local and state agencies. The contractor is responsible for obtaining the site to "waste" the sediment material. The sediment shall be treated in a manner so that the area around the disposal site will not be contaminated or damaged by the sediment in the storm water run-off. Cost of this treatment is to be included in the price for the earthwork.
29. The contractor shall seed and straw all disturbed areas as soon as possible after final grading is completed, unless otherwise indicated. The contractor shall take whatever means necessary to establish permanent soil stabilization. Any areas that do not include construction activity for more than 14 days shall be temporarily covered with straw to help prevent erosion.
30. Remove sediment from all drainage structures, pipes and swales before acceptance by the developer or the local governing agency.
31. Remove the temporary erosion and water pollution control devices only when in the opinion of the owner's representative, they are no longer needed.
32. During the period between the end of the construction and the establishment of the permanent vegetation, erosion control measures shall remain in place and maintained. Once permanent vegetation is established and approved, then the erosion control measures may be removed.
33. This SWPPP is developed in accordance with the Tennessee General NPDES Permit (TNR100000) for storm water discharges associated with construction activity (TNCGP), and is prepared using sound engineering practices. Civil Site Design Group P.L.L.C. personnel involved with the development of this plan have completed the design of vegetative and structural measures for erosion and sediment control course available from the State of Tennessee.
34. Contractor to provide an area for concrete wash down and equipment fueling in accordance with Metro CP-10 and CP-13, respectively. Contractor to coordinate exact location with NPDES department during preconstruction meeting. Control of other site wastes such as discarded building materials, chemicals, litter, and sanitary wastes that may cause adverse impacts to water quality is also required by the Grading Permittee.
35. All slopes 3:1 or greater to be stabilized within 7 days of inactivity.



TEMPORARY CONSTRUCTION ENTRANCE

N.T.S. TCP-03

CE

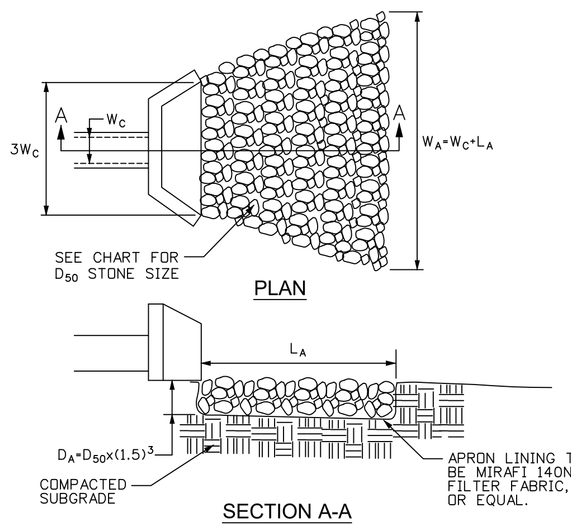


WIRE BACKED SILT FENCE

N.T.S.

SF

W_C, Culvert Diameter (inches)	D_{50}, Rock Size (inches)	L_A, Apron Length (feet)	W_A, Downstream Width (feet)	D_A, thickness (inches)	Rock Qty. (tons)
12	6	12	13	18	15
18	9	16	18	24	20
21	9	18	20	24	35
24	9	20	22	24	60
30	9	22	24	24	75
36	12	24	27	30	120
42	18	26	30	36	180
48	18	28	32	36	215



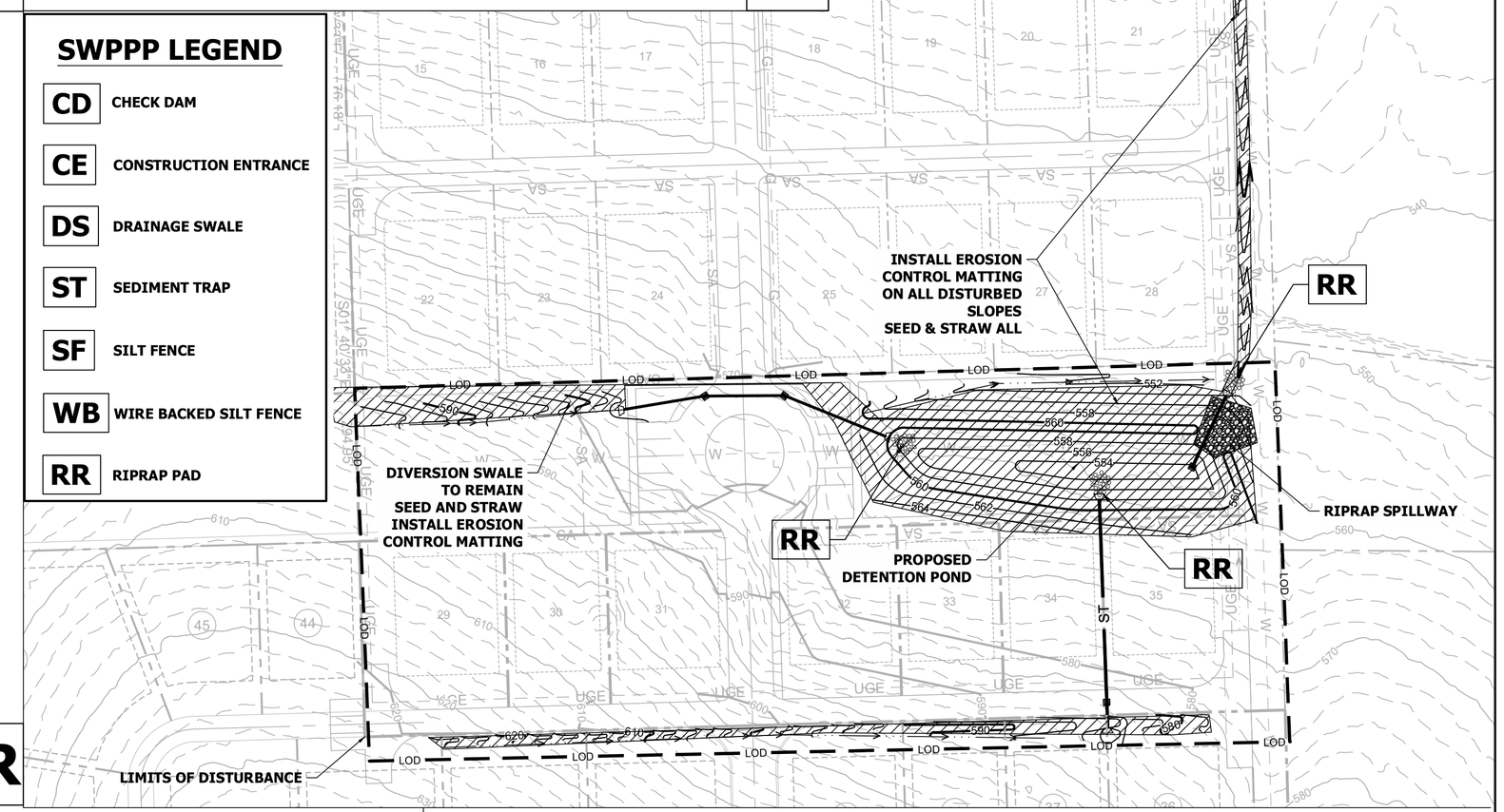
RIPRAP AT HEADWALL

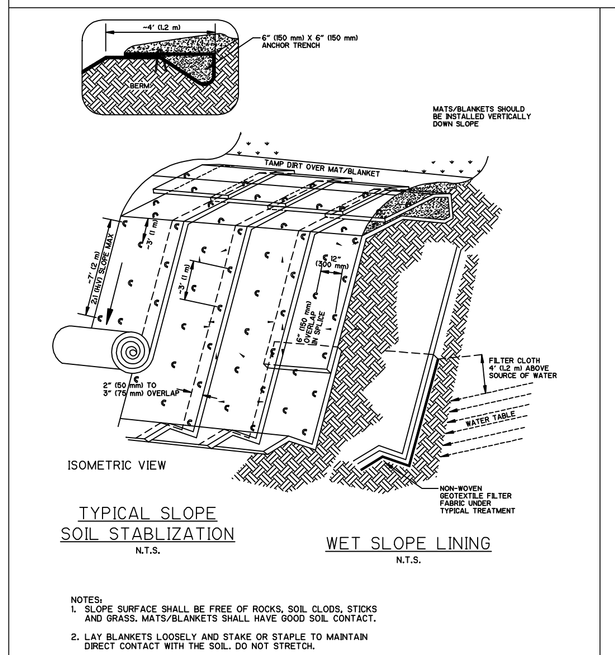
N.T.S. TCP-20(Volume 4 Nashville Storm Management Manual)

RR

SWPPP LEGEND

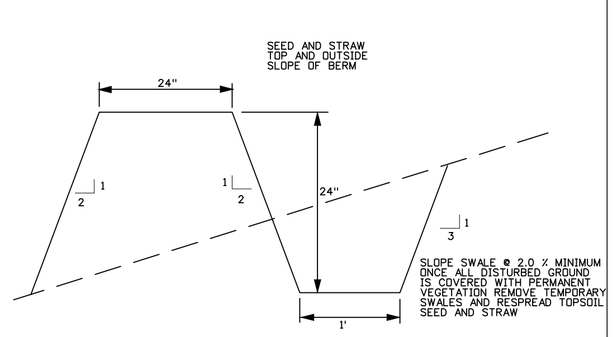
CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
DS	DRAINAGE SWALE
ST	SEDIMENT TRAP
SF	SILT FENCE
WB	WIRE BACKED SILT FENCE
RR	RIPRAP PAD





EROSION CONTROL MATTING

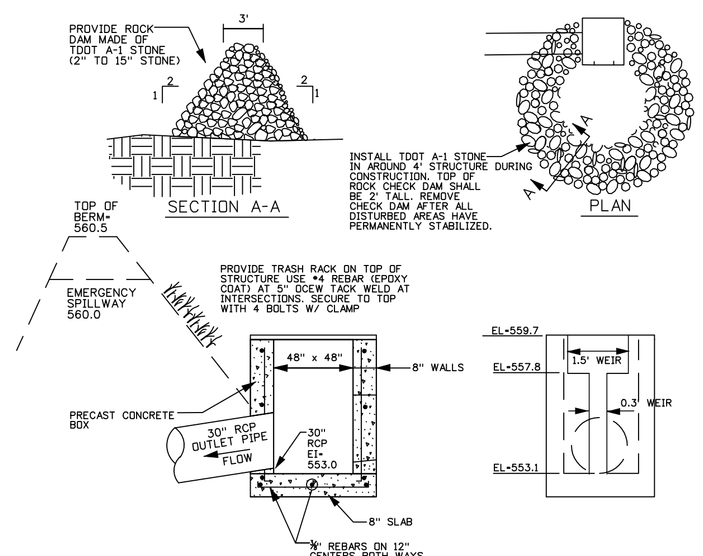
N.T.S.



DIVERSION SWALE

N.T.S.

DS



DETENTION POND OUTLET STRUCTURE

MAP 96-B, PARCEL 003.00

PROJECT BENCHMARK:
DESCRIPTION: PK NAIL IN TEL. POLE
N: --
E: --
ELEVATION: 517.09

N

0 60 120
SCALE: 1"=60'

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SEAL

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04/26/22

ELLERSLY SUBDIVISION PHASE 1

0 ELLERSLY WAY, KINGSTON SPRINGS, CHEATHAM COUNTY, TENNESEE

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No.	Description	Date
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5	STAFF COMMENTS	04/26/22

REVISION: | DRAWN: ESW | CHECKED: REL

SWPPP STAGE 3 PHASE 1 & GRADING PLAN

C1.02

PROJECT NO.: 19-012-01

Apr 26, 2022 - 11:08am T:\CADD\2019\19-012-01\CAD\Civil\SWPPP-Phase 1\19-012-01 - C1.02 -Notes and Details.dwg

8.A.

Town of Kingston Springs
Building and Codes Department
PO Box 256
396 Spring Street
Kingston Springs, TN 37082
615-952-2110

KINGSTON SPRINGS PLANNING COMMISSION
APPLICATION FOR REVIEW

Date of Application: 8/17/22

Property Address/Location: 385 North Main St. Suite 103

Property Owner's Name: William Andrews

Property Owner's Address: 6105 Hickory Valley Rd Nashville TN 37205

Property Owner's Primary Phone #: (615)210-7195 Secondary #: (615)257-7083

Property Owner's Email: will@wzcllc.com

Applicant's Name: Silas Langford

Applicant's Email: almaygaks@gmail.com Applicant's Phone #: (417)213-0431

Signature of Applicant: [signature] Signature of Owner: [signature]

SELECT ITEM BELOW TO BE REVIEWED BY PLANNING COMMISSION:

Residential:

_____ Sketch Plan: **$100** (34125)
_____ Site Plan: **$150** (34125)
_____ Preliminary Plat (Minor Sub – 5 lots or less): **$350** (34125)
_____ Preliminary Plat (Major Sub – 6 lots or more): **$500** (34125)
_____ Final Plat (Minor Sub – 5 lots or less): **$150** (34125)
_____ Final Plat (Major Sub – 6 lots or more): **$300** (34125)
_____ Final Plat Revision (Minor Sub – less than 5 lots): **$350** (34125)
_____ Final Recorded Plat Revision (Minor Sub – less than 5 lots): **$150** (34125)

Commercial:

_____ Concept Site Plan: **$100** (34125)
_____ Preliminary Plat: **$500** (34125)
_____ Final Plat: **$300** (34125)
_____ Final Recorded Plat Revision: **$150** (34125)
_____ Construction Drawing Review: **$500** (34125)
_____ Plan Review: **$350** (34125)

Other:

_____ Rezone Request: **$150** (34125)
__✓__ Change of Use Request: **$50** (34125)
_____ Conditional Use Review: **$100** (34125)
_____ Final Plat Recording Fee: **$50** (34125)

_____ **Design Review Committee Plan review (Commercial Construction):** Pass Thru fee from consultant. All new construction with the exception of single family and duplexes is subject to Design Review Pass Thru, including multi-family and major subdivisions.

See Reverse Side for FINAL PLAT Requirements