



Municipal Planning & Design Review Commission
Regular Meeting Agenda
Thursday, June 17, 2021, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. APPROVAL OF MINUTES OF PREVIOUS MEETING:
 1. May 27, 2021
- IV. PUBLIC DISCUSSION:
- V. REPORTS OF OFFICERS AND COMMITTEES:
- VI. OLD BUSINESS:
 1. Action on a recommendation to Amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning allowed uses for multi-family.
- VII. NEW BUSINESS:
 1. Action on approval of Final Plat at 9905 Memphis Arlington Road – Howard Property.
 2. Action on approval of a Site Plan at 7677 Highway 64 – Shadrach's Coffee Roasting Company.
 3. Action on approval of an amendment to Preliminary Development Plan at 3304 Canada Road – The Lake District.
 4. Action on approval of Preliminary Development Plan at Old Brownsville Road – Heathfield on Scott's Creek.
 5. Discussion on an amendment to Land Development Regulations for Cluster Mailbox Regulations.

VIII. ANNOUNCEMENTS:

IX. ADJOURNMENT:

**LAKELAND MUNICIPAL PLANNING COMMISSION
MEETING MINUTES
THURSDAY, MAY 27, 2021, 5:30 PM
CITY HALL, LAKELAND, TN.**

- I. **CALL TO ORDER:** The meeting was called to order at 5:30 PM by Vice Chairman Scott Carmichael.

II. **ROLL CALL BY ACTING RECORDER:**

Jeff Adams	Present
Commissioner Jim Atkinson	Present
Mayor Mike Cunningham	Present
Todd Laessig	Present
Susan Mitchell	Absent (<i>excused</i>)
Clint Starnes	Present
(C) Scott Carmichael	Present

Others present:

Shane Horn, City Manager

Richard Donovan, Planning Director

For the record: Commissioner Richard Gonzales was present in the audience.

III. **APPROVAL OF MEETING MINUTES:**

Mr. Laessig moved to approve the regular meeting minutes of March 24, 2021, with one correction, and for the record, April 15, 2021, and May 20, 2021.

Mr. Adams seconded the motion.

Motion passed, voice vote, 6 in favor 0 against.

IV. **PUBLIC DISCUSSION:**

For the record: No comments were heard.

V. **REPORTS OF OFFICERS AND COMMITTEES:** *None*

VI. **OLD BUSINESS:**

1. ***Action on a recommendation to Amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning allowed uses for multi-family and vehicular services; impervious, semi-pervious, and building coverages; and commercial building type B.***

Commissioner Atkinson moved to bring this item to the floor.

Mr. Laessig seconded the motion.

**LAKELAND MUNICIPAL PLANNING COMMISSION
MEETING MINUTES
THURSDAY, MAY 27, 2021, 5:30 PM
CITY HALL, LAKELAND, TN.**

Discussion ensued.

After the discussion, Commissioner Atkinson moved to defer the LDR amendments pertaining to multi-family as presented by staff to the next regular meeting.

Mayor Cunningham seconded the motion.

Motion passed unanimously, voice vote, 6 in favor 0 against.

Commissioner Atkinson moved the MPC make a recommend to the Board of Commissioners amend the Land Developments as follows:
All the recommendations of staff regarding the vehicular services except for the minimum fence height be 6' instead of 4' and as staff recommend amendments pertaining to impervious, semi-pervious, and building coverages; and commercial building Type B as presented.

Mayor Cunningham seconded the motion.

Motion passed unanimously, voice vote, 6 in favor 0 against.

VII. NEW BUSINESS:

1. Action to approval of a Site Plan – Lot 7 Lakeland Commons.

Mr. Starnes moved to bring this item to the floor.

Mr. Laessig seconded the motion.

For the record: Commissioner Atkinson made a disclosure that his employer is representing the applicant and after discussing it with the City Attorney and review of the Ethics Ordinance there being no personal interest in this, however due to the subjectivity of the final site design elements he would like to recuse himself.

Motion passed, voice vote, 5 in favor 0 against 1 abstention.

Discussion ensued.

For the record: Comments were heard from the following:
Stan Roland – A2H (Powerpoint presentation)
David Smith – A2H (present in the audience)

After the discussion, Mr. Laessig moved to approve the site plan for Lot 7 of Lakeland Commons subject to the Commission's discussion, staff comments and conditions in the staff report.

**LAKELAND MUNICIPAL PLANNING COMMISSION
MEETING MINUTES
THURSDAY, MAY 27, 2021, 5:30 PM
CITY HALL, LAKELAND, TN.**

Seconded by Mayor Cunningham.

Motion passed, roll call vote, 4 in favor 1 against 1 abstention.

Adams	Yea
Atkinson	Abstain
Cunningham	Yea
Laessig	Yea
Starnes	Yea
(C) Carmichael	Nay

2. Discussion and possible action on the election of a secretary.

Mayor Cunningham nominated Mr. Jeff Adams for secretary and with no other nominations being offered, Mr. Adams was appointed secretary by acclamation.

For the record:

The board expressed their appreciation for Mr. Starnes dedication and length of service as secretary.

Mr. Starnes expressed his appreciation for the opportunity to serve and stated due to the demands of his job he was unable to continue.

VIII. ANNOUNCEMENTS:

IX. ADJOURNMENT:

Commissioner Atkinson. Mr. Laessig seconded the motion.

Motion passed unanimously, voice vote, 6 in favor 0 against.

The meeting was adjourned at 6:39 p.m.

Jeff Adams, *Secretary*

ATTEST:

Debra Murrell, *City Recorder*

These minutes were approved on June 17, 2021.

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on a recommendation to Amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning allowed uses and development standards for multi-family

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff recommends deferral with guidance from the MPC on how they would like the Staff to proceed.

DISCUSSION

BACKGROUND:

Below is the last of the six original amendments to the Zoning Regulations to address issues that have manifested in the last several months. This amendment was held over last month for further study by Staff and the MPC.

PROPOSED AMENDMENTS:

Multi-family in Commercial Districts:

This amendment will be to the Zoning Regulations. This amendment will remove multi-family uses from all commercial districts in the City and restrict the number of units where allowed.

The table that follows will be amended to only allow apartments in the R7 district.

	N C	C 1	C 2	N O	O	P	R E	R 1	R 2	R 3	R 4	R 5	R 6	R 7	O S 1	O S 2	O S 3	O S 4	O S 5	A	M 1	M 2	M 3
	Neighborhood Community Commercial Regional Commercial			Neighborhood Office Office		Institutional	Exurban	Suburban Estate	Suburban Manor	Suburban Cottage	Urban Estate	Urban Manor	Attached	Multi-Family	Neighborhood Civic	Neighborhood Open	General Open Space	Outdoor Recreation	Conservation	Agriculture	Light Manufacturing	Manufacturing	Infrastructure
Multi-family														•									

The table that follows will be amended to reduce the number of apartments allowed in the R7 districts. Currently the R7 district would allow 43 units per acre and the amendment would change that to 12 units per acre.

	Buildable Area
	Minimum Lot Size
Multi-family	1,000 3,500 per unit

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on approval of Final Plat at 9905 Memphis Arlington Road – Howard Property.

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff recommend approval with no conditions.

DISCUSSION

SITE INFORMATION:

LOCATION: 9905 Memphis Arlington Road

PARCEL ID: L0150 00545

ZONING: RE (Exurban)

LOT SIZE: 7.73 acres

APPLICANT/OWNER:

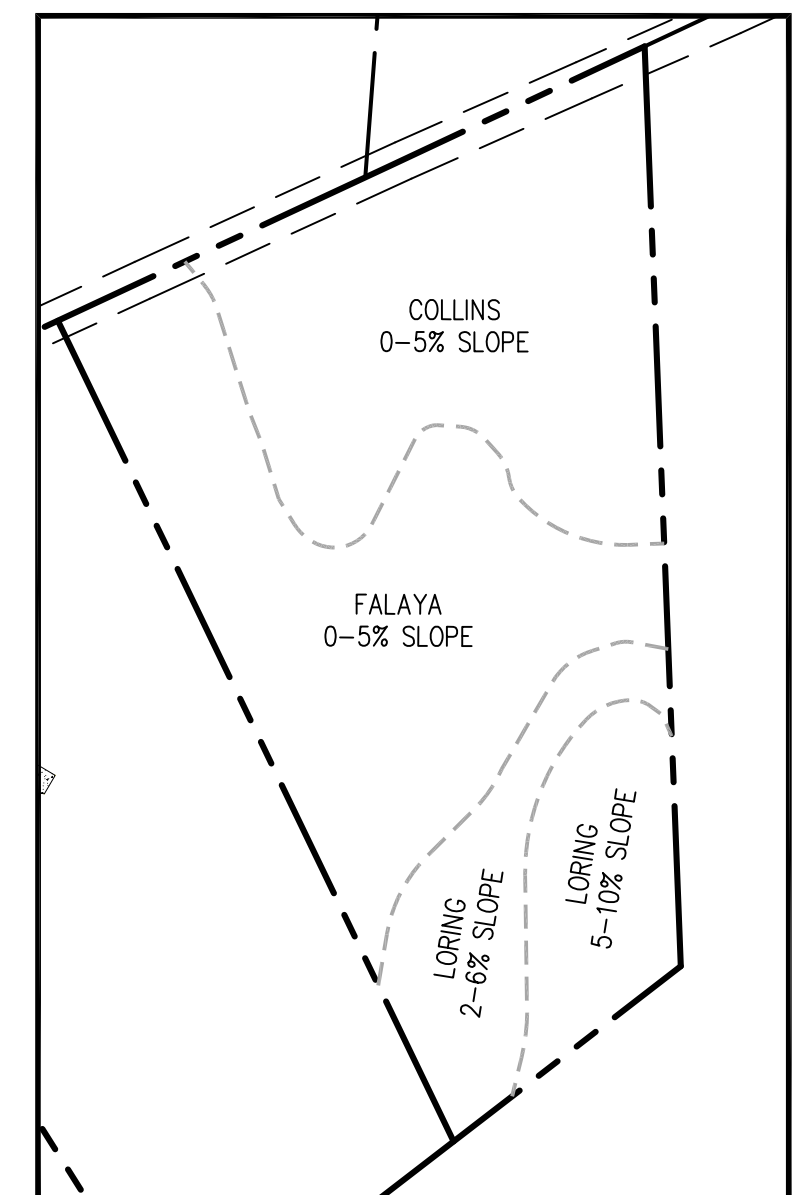
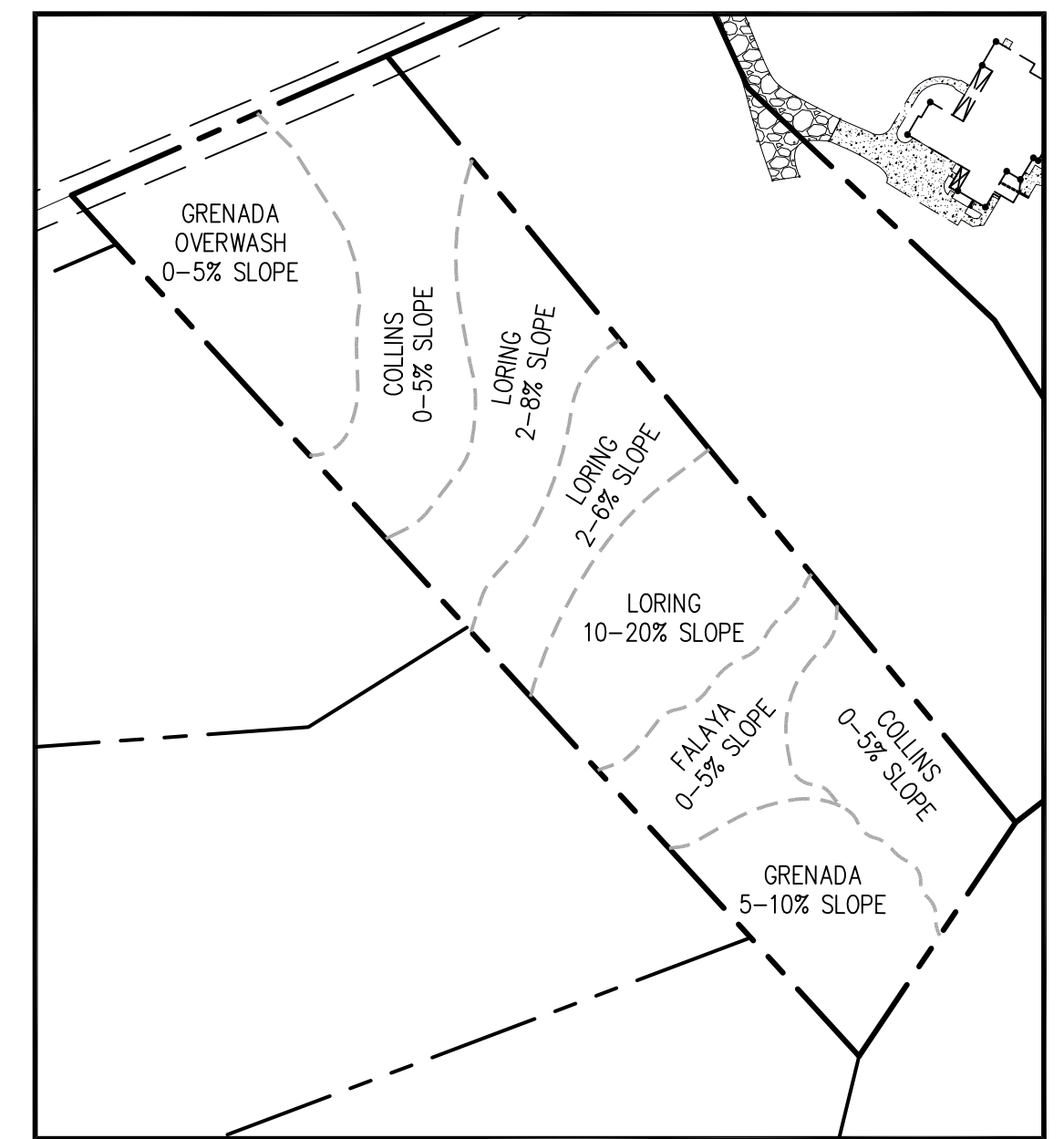
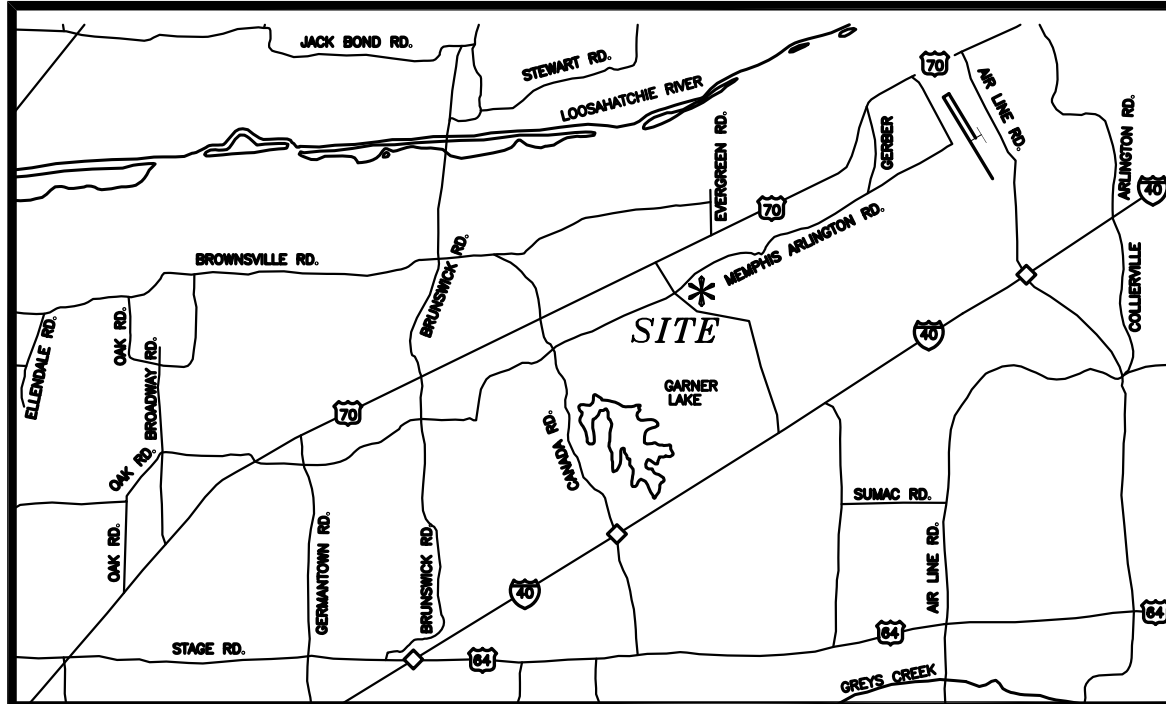
REPRESENTATIVE:

BACKGROUND & ANALYSIS:

This property was rezoned from Agriculture to Exurban by the BOC at their June 10th meeting and became effective that evening. This 7.73 acre subdivision is creating 3, 2 acre plus parcels. The final plat typically acknowledges that the constructed roads, sidewalks, public utility infrastructure, stormwater facilities, and lot configuration is consistent with the approved preliminary plat and construction drawings. This subdivision is atypical in the fact that utilities and road are in place and available. These lots are being divided using the existing infrastructure that is in place.

PROPOSED (EXAMPLE) MOTIONS:

1. To recommend approval of the Final Plat for the Howard Property with the following conditions:
 - a. Commission's discussion.
 - b. Staff comments and conditions in the staff report
2. To recommend approval of the Final Plat for the Howard Property without conditions.
3. To recommend of the Final Plat for the Howard Property.
 - a. State the reason for denial



FINAL PLAT
HOWARD PROPERTY
(SUBDIVISION OF PARCELS RECORDED IN
INSTRUMENT #14113602)
LAKELAND, TENNESSEE

DATE: 02/08/21

OWNER/DEVELOPER:
EUGENE & BETTY HOWARD
9905 MEMPHIS ARLINGTON ROAD
LAKELAND, TN 38002

LEPA JOB: 1468-00



Ledford
Engineering • Planning • Architecture

5567 Commander Drive, Suite 105, Arlington, TN 38002
phone: 901.867.5220 fax: 901.867.5331

TOTAL LOTS: 3
ZONED: RE
SCALE: 1"=100'

SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I (WE) ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN INSTRUMENT NUMBER L0150 00482, SHELBY COUNTY REGISTERS OFFICE AND THAT I (WE) ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL EASEMENTS AND RIGHT-OF-WAY, STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC AND PRIVATE USE AS NOTED.

DATE SIGNATURE OF OWNER

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED PERSONALLY APPEARED BILL POWELL, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH ACKNOWLEDGED HIMSELF TO BE THE OWNER OF ARLINGTON CLIMATE CONTROLLED STORAGE, G.P., AND HE AS SUCH REPRESENTATIVE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET OUT MY HAND AND AFFIX MY SEAL THIS____ DAY OF_____2020.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

PLANNING COMMISSION CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ORDINANCES AND REGULATIONS OF THE TOWN OF ARLINGTON, TENNESSEE, EXCEPT FOR VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING WITH THE SHELBY COUNTY REGISTER.

DATE SECRETARY, PLANNING COMMISSION

CERTIFICATE OF MORTGAGEE

WE, THE UNDERSIGNED_____, MORTGAGEE OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS PLAT AS OUR PLAN OF SUBDIVISION AND DEDICATE THE STREETS, RIGHTS OF WAY, UTILITIES, EASEMENTS, AND RIGHT OF ACCESS AS SHOWN TO THE CITY OF LAKELAND FOREVER AND HEREBY CERTIFY THAT WE ARE THE MORTGAGEE DULY AUTHORIZED SO TO ACT AND THAT SAID PROPERTY IS UNENCUMBERED BY ANY TAXES WHICH HAVE BECOME DUE AND PAYABLE.

DATE SIGNATURE OF MORTGAGEE

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DULY COMMISSIONED AND QUALIFIED PERSONALLY APPEARED _____, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH ACKNOWLEDGED HERSELF TO BE THE OWNER OF THE HOWARD PROPERTY AND SHE AS SUCH REPRESENTATIVE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING HIS NAME AS REPRESENTATIVE OF THE MORTGAGEE.

IN WITNESS WHEREOF, I HEREUNTO SET OUT MY HAND AND AFFIX MY SEAL THIS____ DAY OF_____2020.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION OF LOT 1:

COMMENCING AT A POINT (P.O.C.) BEING THE INTERSECTION OF THE CENTERLINE OF SEED TICK ROAD (66' R.O.W.) AND THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE N61°56'37"E A DISTANCE OF 315.27 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.); THENCE S46°47'57"E A DISTANCE OF 666.48 FEET TO THE SOUTHWEST CORNER OF LOT 1, PASSING THE SOUTH LINE OF LOT 1 OF THE OLIVER ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 184 PAGE 66; THENCE N29°28'46"E A DISTANCE OF 160.57 FEET TO A FOUND IRON PIN; THENCE S43°41'53"E A DISTANCE OF 566.26 FEET ALONG THE WEST LINE OF THE JEFF & DENISE HOWARD PROPERTY AS RECORDED IN INSTRUMENT 15045851 TO A FOUND MAG NAIL, SAID POINT BEING ON THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE S61°50'39"W A DISTANCE OF 196.95 FEET TO THE POINT OF BEGINNING, CONTAINING 105,705 SQUARE FEET OR 2.43 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF LOT 2:

COMMENCING AT A POINT (P.O.C.) BEING THE INTERSECTION OF THE CENTERLINE OF SEED TICK ROAD (66' R.O.W.) AND THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE N61°56'37"E A DISTANCE OF 315.27 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE NORTHWEST CORNER OF LOT 1; THENCE N61°50'39"E A DISTANCE OF 196.95 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE NORTHWEST CORNER OF THE JEFF & DENISE HOWARD PROPERTY AS RECORDED IN INSTRUMENT 15045851; THENCE N61°50'58"E A DISTANCE OF 180.02 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S28°58'15"E A DISTANCE OF 100.14 FEET TO A FOUND REBAR; THENCE S51°01'59"E A DISTANCE OF 193.30 FEET TO A FOUND REBAR; THENCE S36°34'40"E A DISTANCE OF 235.56 FEET TO A FOUND REBAR, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2; THENCE N48°01'16"E A DISTANCE OF 178.33 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE N30°04'01"W A DISTANCE OF 474.45 FEET TO A POINT ON THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE S60°39'35"W A DISTANCE OF 268.47 FEET TO THE POINT OF BEGINNING, CONTAINING 109,868 SQUARE FEET OR 2.52 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF LOT 3:

COMMENCING AT A POINT (P.O.C.) BEING THE INTERSECTION OF THE CENTERLINE OF SEED TICK ROAD (66' R.O.W.) AND THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE N61°56'37"E A DISTANCE OF 315.27 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE NORTHWEST CORNER OF LOT 1; THENCE N61°50'39"E A DISTANCE OF 196.95 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE NORTHWEST CORNER OF THE JEFF & DENISE HOWARD PROPERTY AS RECORDED IN INSTRUMENT 15045851; THENCE N61°50'58"E A DISTANCE OF 180.02 FEET TO A FOUND MAG NAIL, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2; THENCE N60°39'35"E A DISTANCE OF 268.47 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S30°04'01"E A DISTANCE OF 474.45 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 3; THENCE N48°01'16"E A DISTANCE OF 149.45 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3; THENCE N6°35'04"W A DISTANCE OF 479.35 FEET TO A POINT ON THE CENTERLINE OF MEMPHIS ARLINGTON ROAD (R.O.W. VARIES); THENCE S60°31'56"W A DISTANCE OF 146.53 FEET TO A FOUND COTTON SPINDLE; THENCE S60°39'35"W A DISTANCE OF 190.73 FEET TO THE POINT OF BEGINNING, CONTAINING 109,160 SQUARE FEET OR 2.51 ACRES MORE OR LESS.

FINAL PLAT
HOWARD PROPERTY
(SUBDIVISION OF PARCELS RECORDED IN
INSTRUMENT #14113602)
LAKELAND, TENNESSEE

DATE: 02/08/21

OWNER/DEVELOPER:
EUGENE & BETTY HOWARD
9905 MEMPHIS ARLINGTON ROAD
LAKELAND, TN 38002

LEPA JOB: 1468-00

 **Ledford**
Engineering • Planning • Architecture
5567 Commander Drive, Suite 105, Arlington, TN 38002
phone: 901.867.5220 fax: 901.867.5331

TOTAL LOTS: 3
ZONED: RE

SHEET 2 OF 2

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on approval of a Site Plan at 7677 Highway 64 – Shadrach’s Coffee Roasting Company.

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff recommends approval of the Shadrach’s Coffee Roasting Company Site Plan with the following conditions:

- 1) Any signage package will need approved by the MPC/DRC and is not part of this approval.
- 2) Submittal and approval of a compliant photometric plan.
- 3) Submittal and approval of a compliant landscaping plan and irrigation plan.

DISCUSSION

SITE INFORMATION:

LOCATION: 7677 Highway 64

PARCEL ID: L0159 00529

ZONING: C2 (Regional Business)

BUILDING SIZE: 1,436 square feet

LOT SIZE: 1.09 acres

APPLICANT/OWNER: Tranlan Engineering, Inc.

REPRESENTATIVE: Michael Boggs, Tranlan Engineering, Inc.

BACKGROUND:

This site is located on Highway 64 between Esporta Fitness (former LA Fitness) and Bandfield Pet Hospital on one of the few available lots near the I-40 interchange.

ANALYSIS & DISCUSSION ITEMS:

Accessory structures:

Staff has reviewed this item and it meets the requirements of the LDR.

Architecture, façade materials, and rooflines:

Building Materials:

The LDR states, “All Facades shall be constructed of a durable, natural material, such as stone, or brick; false materials intended to look like natural materials are prohibited, unless otherwise stated.” And “The following items shall be prohibited, unless otherwise stated: (a)

Concrete masonry units (CMU)” and “Decorative CMU may be used as an accent material up to 25% of a facade if approved by the MPC with a recommendation from the DRC.”

- The primary façade material is brick with metal accents.
- This is a design element which gives the MPC/DRC the ability to approve an alternative.

Fences, gates, walls, and hedges:

Staff has reviewed this item and it meets the requirements of the LDR.

General content of site plans:

Staff has reviewed this item and it meets the requirements of the LDR.

Landscaping, screening and buffering:

A basic hand drawn landscaping plan has been provide to Staff and more information is needed to ensure compliance with the LDR requirements.

- An irrigation plan will be required prior to construction plan approval.
- The correct frontage buffer needs to be shown on the landscaping plan.
- Once a complete landscaping plan is provided staff will complete a review for compliance with the landscaping requirements.

Mechanical equipment, dumpsters, and storage:

Staff has reviewed this item and it meets the requirements of the LDR.

Orientation of structures:

Primary Entrance:

The LDR states, “The building’s primary entrance shall be located on the front or corner side building Facade. Entrances at the corner of a building satisfy this requirement.”

- The primary entrance is located near the mid-point of the building. Secondary entrances are located at the either end of the building with one of those being along the street side façade.
- This is a design element which gives the MPC/DRC the ability to approve an alternative.
- The intent of the LDR is to have an active street side entrance which is accomplished with the current proposal.

Parking, parking lot design standards, and loading area:

Staff has reviewed this item and it meets the requirements of the LDR.

Pedestrian circulation:

Staff has reviewed this item and it meets the requirements of the LDR.

Required notes:

Staff has reviewed this item and it meets the requirements of the LDR.

Setbacks and Other Bulk Requirements:

Staff has reviewed this item and it meets the requirements of the LDR.

Shared Access and Parking Design:

Staff has reviewed this item and it meets the requirements of the LDR.

Signage:

The signage package has not been submitted for review by staff and any signage shown would need to be reviewed prior to approval by the MPC/DRC.

Site Lighting:

Staff has not reviewed a photometric plan. This would need to be a condition of approval.

Utilities:

Prior to any final approvals the developer is required to submit a sewer approval letter from the City of Memphis.

PROPOSED (EXAMPLE) MOTIONS:

1. To recommend approval of the Site Plan for Shadrach's Coffee Roasting Company with the following conditions:
 - a. Commission's discussion.
 - b. Staff comments and conditions in the staff report
2. To recommend approval of the Site Plan for Shadrach's Coffee Roasting Company without conditions.
3. To recommend denial of the Site Plan for Shadrach's Coffee Roasting Company.
 - a. State the reason for denial

SITE DEVELOPMENT PLANS

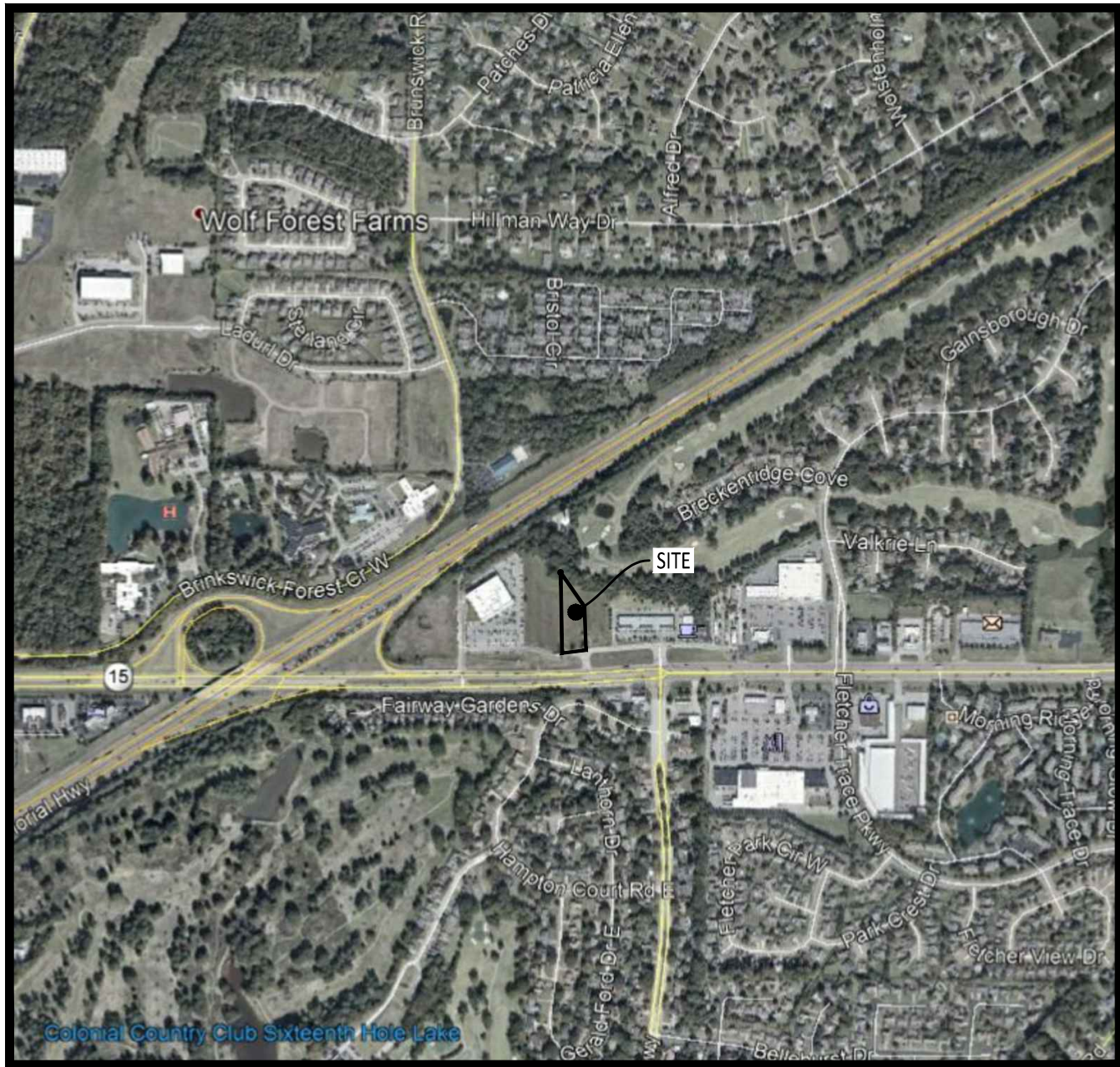
SHADRACH'S - LAKELAND

COMMERCIAL DEVELOPMENT

PREPARED FOR
SHADRACH'S COFFEE ROASTING COMPANY

LAKELAND, TENNESSEE
APRIL 29, 2021

VICINITY MAP



LOCAL CONTACTS

CITY OF LAKELAND - PLANNING & ZONING DEPARTMENT
10001 HIGHWAY 70
LAKELAND, TN 38002
PH-901-867-2717

CITY OF LAKELAND - ENGINEERING DEPARTMENT
10001 HIGHWAY 70
LAKELAND, TN 38002
PH-901-867-5418

1 of 9	TITLE PAGE
2 of 9	NOTES AND SPECIFICATIONS
3 of 9	TOPOGRAPHIC SURVEY
4 of 9	SWPPP / DEMO
5 of 9	SITE DIMENSION PLAN
6 of 9	GRADING AND DRAINAGE PLAN
7 of 9	SITE UTILITY PLAN
8 of 9	SWPPP DETAILS
9 of 9	SITE CONSTRUCTION DETAILS

COMPANY INFO:
2916 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM

TRALANENGINEERING

PROJECT: SHADRACH'S - LAKELAND	CLIENT: SHADRACH'S COFFEE ROASTING COMPANY
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REVISIONS		
DATE	BY	DESCRIPTION
06/14/2021	MAB	REV PER LAKELAND

DRAWING INFO.	
DRAWN BY:	MAB
DATE:	04/29/2021
SCALE:	
JOB NO.:	20-048
CAD NO.:	

TITLE
PAGE

SHEET NUMBER:
1 of **9**

SITE INFORMATION

1. SITE INFORMATION

ADDRESS - 7677 HIGHWAY 64
LEGAL DESCRIPTION - LOT 7 STONEBRIDGE COMMERCIAL SUBDIVISION / 1.085 ACRES

CURRENT ZONING - C-2
EXISTING USE - VACANT
PROPOSED USE - COFFEE SHOP

BUILDING AREA - 1,436 SQ. FT.
BUILDING AREA COVERAGE - 3.03%

PARKING REQUIRED IS 0.5 SPACES PER EMPLOYEE + 0.25 SPACE PER SEAT.
PARKING REQUIRED - 0.5 X 5 EMPLOYEES + .25 X 40 SEATS = 12.5 SPACES
PARKING AVAILABLE - 17 SPACES

IMPERVIOUS AREA -
2. ALL DIMENSIONS AND RADII ARE REFERENCED FROM THE BACK OF CURB. ALL RADII NOT LABELED SHALL HAVE A MINIMUM RADIUS OF 5 FEET.

3. ALL DUMPSTER AREAS SHALL BE COMPLETELY SCREENED FROM VIEW ON ALL SIDES VISIBLE TO THE PUBLIC BY A FENCE OR WALL WITH A MINIMUM HEIGHT OF 6 FEET, OR 1 FOOT TALLER THAN THE DUMPSTER, WHICHEVER IS GREATER. THE FENCE OR WALL SHALL PROVIDE COMPLETE VISUAL SCREENING OF THE DUMPSTER AND BE COMPATIBLE IN MATERIAL AND COLOR WITH THE PRINCIPAL STRUCTURE ON THE LOT.
- VERTICAL CONTROL - NAVD 88

HORIZONTAL CONTROL POINT A
N - 338,861.118 E - 843,867.194
HORIZONTAL CONTROL POINT B
N - 338,846.442 E - 843,691.503

HORIZONTAL CONTROL - TN STATE PLANE-NAD 83

LANDSCAPING REQUIREMENTS

1. AII LANDSCAPING PLANS SHALL CONFORM TO THE CURRENT CITY OF LAKELAND LANDSCAPING ORDINANCE.
2. LANDSCAPING PROVIDED BY OTHERS.

QUALITY ASSURANCE TESTING

1. A HYDROSTATIC LEAKAGE TEST SHALL BE PERFORMED ON ALL WATER MAINS AND SHALL BE PERFORMED PRIOR TO STERILIZATION OPERATIONS. THE TEST PERIOD SHALL LAST AT LEAST TWO HOURS IN DURATION. TEST PRESSURE SHALL BE 1.5 TIMES THE CALCULATED WORKING PRESSURE OF THE MAIN, BUT NOT LESS THAN 100 PSI. THE LINE WILL NOT BE ACCEPTED UNLESS OR UNTIL THE TOTAL IS LESS THAN THAT SPECIFIED IN AWWA C600-10 FOR DUCTILE IRON AND AWWA C605-13 FOR PVC PIPE.

2. ALL WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH THE STANDARDS OF AWWA D651-14. ANY NEW CONSTRUCTION OR REPAIRED WATER MAIN MUST BE THOROUGHLY CLEANED (FLUSHED), DISINFECTED, AND TESTED FOR BACTERIOLOGICAL QUALITY BEFORE IT CAN BE PLACED IN SERVICE. FOLLOWING A CONTACT PERIOD OF NOT LESS THAN 24 HOURS, THE CHLORINATED WATER SHALL BE FLUSHED FROM THE SYSTEM, AND THE SYSTEM FILLED WITH WATER OF NORMAL CHLORINE CONTENT. SAMPLES OF WATER THEN SHALL BE TAKEN ON TWO CONSECUTIVE DAYS FROM THE LINES AND DELIVERED TO CERTIFIED WATER TESTING LABORATORY FOR BACTERIAL ANALYSIS. THIS PROCESS SHALL BE CONTINUED UNTIL THE SAMPLES SHOW THE WATER IS SAFE FOR DOMESTIC USE. ALL VALVES IN SECTIONS OF LINES BEING STERILIZED SHALL BE OPENED AND CLOSED AT LEAST TWICE DURING THE STERILIZATION PERIOD. FLUSHING DEVICES SHOULD BE SIZED TO PROVIDE FLOWS WHICH WILL GIVE A VELOCITY OF AT LEAST 2.5 FEET PER SECOND IN THE WATER MAIN BEING FLUSHED. NO FLUSHING DEVICE SHALL BE DIRECTLY CONNECTED TO ANY SEWER MAIN.

3. A LOW PRESSURE AIR TEST SHALL BE PERFORMED ON ALL PVC SANITARY SEWER MAINS PER ASTM F1417.

4. SANITARY SEWER MAINS SHALL BE TESTED WITH A MANDREL FOR DEFLECTION AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR AT LEAST 30 DAYS. DEFLECTION SHALL NOT EXCEED 5% OF THE PIPE DIAMETER IN ACCORDANCE ASTM D3034-16. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

5. ALL SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED AFTER BACKFILL PER ASTM C1244-11.

6. COMPACTION DENSITY TESTS FOR ALL SUBGRADE MATERIAL, BASE MATERIAL, AND TRENCH BACKFILL MATERIAL SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D6938. THE TESTING FREQUENCY PER COMPACTED LIFT SHALL BE AS DESCRIBED BELOW. A MINIMUM OF TWO TESTS ARE REQUIRED IF THE AREA BEING TESTED ONLY WARRANTS ONE TEST PER THE BELOW REQUIREMENTS.

PARKING LOTS - ONE TEST EVERY 2,000 SQUARE FEET
ROADWAYS - ONE TEST EVERY 500 FEET (PER LANE)
TRENCHES - ONE TEST EVERY 500 FEET OR MINIMUM OF ONE BETWEEN MANHOLE STRUCTURES

7. A PROOF ROLL OF THE SUBGRADE AND BASE MATERIALS SHALL BE PERFORMED PRIOR TO THE PLACEMENT OF CURB AND GUTTER, BASE MATERIAL, AND FLEXIBLE OR RIGID PAVEMENT, AS APPLICABLE. ALL TESTS SHALL BE PERFORMED UNDER THE DIRECTION OF THE DESIGN ENGINEER. ALL PROOF ROLL TESTS WILL BE PERFORMED WITH A RUBBER-TIRE TANDEM-AXLE DUMP TRUCK WITH A MINIMUM GROSS WEIGHT OF 60,000 POUNDS UNLESS OTHERWISE APPROVED IN WRITING BY THE DESIGN ENGINEER. A CURRENT CERTIFIED WEIGHT TICKET MUST BE PROVIDED AT TIME OF PROOF ROLL TEST TO VERIFY LOADING CRITERIA. PROOF ROLLED MATERIAL SHALL SHOW NO SIGNIFICANT SIGNS OF MOVEMENT DURING PROOF ROLLING AS DETERMINED BY THE DESIGN ENGINEER.

8. AN INDEPENDENT TESTING AGENCY SHALL PERFORM FIELD QUALITY CONTROL TESTS FOR ALL CONCRETE PAVEMENTS AND SIDEWALKS. THE TESTING AGENCY SHALL MOLD AND CURE FOUR CONCRETE TEST CYLINDERS FOR EACH COMPRESSIVE STRENGTH TEST. TEST SAMPLES SHALL BE TAKEN EVERY 50 CUBIC YARDS OR LESS FOR EACH CLASS OF CONCRETE POURED EACH DAY. A SLUMP TEST, AIR TEST, AND TEMPERATURE TEST SHALL BE PERFORMED AND RECORDED FOR EACH SET OF TEST CYLINDERS.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL LOCAL, STATE, AND FEDERAL PERMITS RELATED TO ANY CONSTRUCTION ACTIVITY.

2. CONSTRUCTION LIMITS ARE TO BE CLEARED BY CONTRACTOR. ALL STUMPS, DEBRIS, ETC., REMAINING WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT HIS/HER EXPENSE.

3. CONTRACTOR SHALL KEEP AN ORDERLY WORK SITE AND SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS IN ACCORDANCE WITH ALL LOCAL, STATE, AND/OR FEDERAL REGULATIONS.

4. BEFORE ANY CLEARING OR EXCAVATIONS ARE MADE, THE CONTRACTOR SHALL CONTACT THE ARKANSAS ONE-CALL AT 811 AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT OF ANY SAID ACTIVITY.

5. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO EXISTING FACILITIES AND/OR ADJACENT PROPERTIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR. DAMAGE TO PUBLIC AND PRIVATE PROPERTY DUE TO HAULING OPERATIONS OR OPERATIONS OF CONSTRUCTION RELATED EQUIPMENT FROM THE CONSTRUCTION SITE SHALL BE REPAIRED BY THE RESPONSIBLE PARTY.

6. CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN WITH SUBSTANTIAL FENCING TO THE OUTER DRIP EDGE AND NO GRADING SHALL BE PERFORMED INSIDE THIS AREA.

7. ACCESS ALONG ROADWAYS SHALL BE MAINTAINED AT ALL TIMES. CONSTRUCTION IN CITY, COUNTY, OR STATE RIGHTS-OF-WAY SHALL BE COORDINATED BY CONTRACTOR WITH THE APPROPRIATE PARTY. ALL WORK ZONE TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP) REPORT 350.

8. CONTRACTOR SHALL NOT CONSTRUCT A DRIVEWAY OF ANY TYPE UNTIL THE OWNER HAS SECURED A DRIVEWAY ACCESS PERMIT FROM THE STATE HIGHWAY DEPARTMENT OR THE LOCAL MUNICIPALITY.

9. THE LOCATIONS AND SIZES OF EXISTING UNDERGROUND UTILITIES SHOWN ARE BASED FIELD MEASUREMENTS AND EXISTING UTILITY MAPS. TRALAN ENGINEERING, INC. MAKES NO GUARANTEE TO THE EXACT LOCATION OF THE UTILITIES SHOWN ON THESE PLANS. LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES OR STRUCTURES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION TAKEOUT. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS, ELEVATIONS, STATIONS, ETC. BEFORE ORDERING MATERIALS OR PROCEEDING WITH WORK, AND IS RESPONSIBLE FOR SAME. IF ANY DISCREPANCY IN THE PLANS OR SPECIFICATIONS ARISES, THE CONTRACTOR SHALL CONTACT THE OWNER OR THE OWNER'S REPRESENTATIVE BEFORE INITIATING WORK AFFECTED BY THE DISCREPANCY.

11. THE CONTRACTOR IS CAUTIONED AND SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER OR OWNER'S REPRESENTATIVE OF ANY ERROR OR OMISSION ON THESE PLANS WHICH MAY CREATE ADDITIONAL WORK OR EXPENSE BY THE CONTRACTOR. A WRITTEN WORK ORDER SHALL BE OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH ANY EXTRA WORK WHICH MAY BE CAUSED FROM SUCH ERROR OR OMISSION ON THESE CONSTRUCTION DOCUMENTS.

STANDARD ACCESSIBILITY REQUIREMENTS

1. HANDICAP ACCESSIBLE SPACES AND ACCESS AISLES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ALL DIRECTIONS.

2. ALL ACCESSIBLE PARKING SPACES SHALL HAVE A VERTICALLY MOUNTED SIGN SHOWING THE SYMBOL OF ACCESSIBILITY. AT LEAST ONE SPACE MUST HAVE AN ADDITIONAL SIGN "VAN ACCESSIBLE" MOUNTED BELOW THE SIGN OF ACCESSIBILITY. SIGNS SHALL BE LOCATED 60 INCHES MINIMUM ABOVE THE ADJACENT PAVED SURFACE TO THE BOTTOM OF TEXT.

3. ACCESS AISLES SERVING ACCESSIBLE PARKING SPACES SHALL BE 60 INCHES MINIMUM. ALL VAN ACCESSIBLE SPACES SHALL HAVE ACCESS AISLES THAT ARE 96 INCHES MINIMUM.

4. HANDICAP ACCESSIBLE ROUTES SHALL HAVE A MAXIMUM CROSS-SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%.

5. HANDICAP ACCESSIBLE RAMPS EXCEEDING 6 INCHES IN RISE (EXCLUDING CURB RAMPS) SHAVE HAVE HANDRAILS ON EACH SIDE BETWEEN 34 INCHES AND 36 INCHES IN HEIGHT, AND EXTEND 12 INCHES BEYOND THE TOP AND BOTTOM OF THE RAMP. HANDRAILS SHALL NOT DIMINISH THE CLEAR AREA REQUIRED FOR TOP AND BOTTOM LANDINGS SERVICING THE RAMPS.

6. BOTTOM LANDINGS FOR HANDICAP ACCESSIBLE RAMPS SERVING REQUIRED EXITS SHALL BE 5 FT X 5 FT MINIMUM.

7. ALL SIDEWALKS MUST BE AT LEAST 36 INCHES WIDE.

8. HANDICAP ACCESSIBLE RAMPS SHALL NOT EXCEED A 1:12 SLOPE.

STORMWATER POLLUTION PREVENTION PLAN NOTES

1. ALL EROSION AND SEDIMENT CONTROL MEASURES PRESENTED ON THESE CONSTRUCTION DOCUMENTS AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE INSTALLED AS SOON AS PRACTICAL.

2. TRAFFIC THAT EXITS THE CONSTRUCTION SITE MUST USE THE CONSTRUCTION EXIT. ANY SEDIMENT THAT IS TRACKED OFF-SITE MUST BE REMOVED IMMEDIATELY.

3. THE CONCRETE TRUCK WASHOUT AREA MUST BE CONFINED TO THE LOCATION SHOWN ON THESE DOCUMENTS. CONCRETE WASHOUT SHALL NOT BE DISCHARGED FREELY ON THE SITE OR INTO ANY STORM WATER SYSTEM.

4. A TEMPORARY SANITARY FACILITY MUST BE PLACED ONSITE. THE EXACT LOCATION SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE.

5. ALL SWPPP DOCUMENTS MUST BE UPDATED IMMEDIATELY UPON ANY WARRANTED CHANGE DURING CONSTRUCTION. ALL CHANGES MUST ME APPROVED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

6. CONTROL MEASURES MUST BE WELL MAINTAINED DURING ALL CONSTRUCTION ACTIVITIES TO ENSURE MINIMAL OFF-SITE ACCUMULATION OF SEDIMENT. A QUALIFIED PERSON MUST INSPECT EVERY CONTROL MEASURES AT LEAST ONCE EVERY SEVEN DAYS. ALL DEFICIENCIES SHALL BE REPAIRED WITHIN THREE DAYS OF DISCOVERY, UNLESS OTHERWISE DIRECTED BY STATE OR LOCAL OFFICIALS.

7. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL STOP FOR AT LEAST 21 DAYS SHALL BE SEEDED WITHIN 14 DAYS.

8. CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING SEDIMENT COLLECTED IN ANY DETENTION/RENTION POND OR STORM SEWER SYSTEM AFTER THE SITE HAS BEEN FULLY STABILIZED.

9. ALL TEMPORARY CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL DISTURBANCE ACTIVITIES HAS CEASED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 80% HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS.

GRADING AND DRAINAGE NOTES

1. ALL SUBGRADE STRUCTURAL FILL SHALL BE PLACED IN UNIFORM HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS AND COMPACTED WITH SUITABLE EQUIPMENT TO ACHIEVE 95% STANDARD PROCTOR (ASTM D698) AT 2% BELOW TO 3% ABOVE OPTIMUM MOISTURE CONTENT. STRUCTURAL FILL MATERIALS SHALL HAVE A PLASTICITY INDEX BETWEEN 5 AND 25 AND A LIQUID LIMIT NOT EXCEEDING 50. ALL FILL MATERIAL SHALL BE LESS THAN 3" IN DIAMETER.

2. ALL AGGREGATE BASE MATERIALS SHALL MEET THE CLASS 7 GRADING AND CRUSHING REQUIREMENTS AS OUTLINED IN AHTD STANDARD SPECIFICATIONS-2014 EDITION, SECTION 303. ALL BASE MATERIAL SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (ASTM D1557).

3. ASPHALT SURFACE COURSE MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH AHTD STANDARD SPECIFICATIONS-2014 EDITION. ALL PARKING LOTS SHALL BE CONSTRUCTED UTILIZING THE 3/8" ASPHALT CONCRETE HOT MIX SURFACE COURSE DESIGN REQUIREMENTS AS SHOWN IN SECTION 407 & 409. CONTRACTOR SHALL MEET THE CONSTRUCTION REQUIREMENTS AND ACCEPTANCE CRITERIA IN SECTION 410. ASPHALT CONCRETE PAVEMENTS SHALL NOT BE APPLIED WHEN THE SURFACE TEMPERATURE IS BELOW 40 DEGREES (F), WHEN THERE IS FROST IN THE BASE MATERIAL, OR ANY OTHER TIME WHEN WEATHER CONDITIONS ARE UNSUITABLE.

4. ALL CONCRETE CURB AND GUTTER SECTIONS SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 3000 PSI.

5. ALL SIDEWALK, DRIVING, PARKING, AND DUMPSTER AREAS SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 PSI AND REINFORCED WITH MASTERFIBER MAC 2200 CB AT AN APPLICATION RATE OF 3 LB/CU. YD. AN EQUIVALENT REINFORCEMENT PRODUCT SUCH AS WELDED WIRE MESH (GALVANIZED FLAT SHEETS ONLY) OR REBAR MATS MAY BE USED, BUT MUST BE APPROVED BY DESIGN ENGINEER. ALL WELDED WIRE MESH AND REBAR MATS SHALL BE PLACED ON CHAIRS OR BAR SUPPORTS AT INTERVALS NECESSARY FOR PROPER REINFORCEMENT PLACEMENT. THE MAXIMUM FLY ASH CONTENT IN THE CONCRETE SHALL NOT EXCEED 10% OF THE TOTAL CEMENTITIOUS MATERIAL. THE TOTAL TARGETED AIR CONTENT SHALL BE 5% (PLUS OR MINUS 1%) AS DETERMINED BY ASTM C173/C173M. MAXIMUM SLUMP SHALL BE 5 INCHES AS DETERMINED BY ASTM C143. MAXIMUM WATER-TO-CEMENT RATIO SHALL BE 0.45.

6. A WHITE-PIGMENTED MEMBRANE-FORMING CURING COMPOUND MEETING ASTM C309, TYPE II, CLASS A REQUIREMENTS SHALL BE APPLIED ON ALL CONCRETE SURFACES. THE APPLICATION RATE SPECIFIED BY THE MANUFACTURER SHALL BE USED UNLESS SITE CONDITIONS WARRANT EXTRA COVERAGE. A SECOND APPLICATION AT A 90 DEGREE OFFSET IS RECOMMENDED ON WINDY DAYS OR WHENEVER A SINGLE APPLICATION RESULTS IN COVERAGE THAT IS NOT UNIFORM. THE MINIMUM APPLICATION RATE SHALL NEVER BE LESS THAN 200 SQ FT/GAL.

7. HOT AND COLD WEATHER WARRANT SPECIAL PRECAUTIONS WHEN PLACING, FINISHING, AND PROTECTING CONCRETE AGAINST THE EFFECTS OF WEATHER. DURING HOT WEATHER THE CONTRACTOR MUST COMPLY WITH ACI 305.1 AND DURING COLD WEATHER ACI 306.1.

8. CONTRACTOR IS CAUTIONED TO NOT PREMATURELY FINISH OR OVERWORK THE SURFACE OF EXTERIOR AIR-ENTRAINED CONCRETE WHICH MAY LEAD TO SURFACE DELAMINATION.

9. ALL CONCRETE PAVEMENT AND SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH THAT IS PERPENDICULAR TO THE PAVEMENT DIRECTION.

10. THE MAXIMUM CONTRACTION JOINT SPACING OF ANY CONCRETE PANEL SHALL BE 30 TIMES THE THICKNESS OF THE SLAB. IN NO CASE SHALL THE SPACING EXCEED 15 FEET. JOINT PATTERNS SHOULD DIVIDE ALL PAVEMENT SECTIONS INTO APPROXIMATELY SQUARE PANELS. THE LENGTH OF ANY PANEL SHALL NEVER BE MORE THAN 25% GREATER THAN ITS WIDTH. ALL JOINTS SHALL BE CONSTRUCTED TO A MINIMUM DEPTH OF 1/4 THE THICKNESS OF THE SLAB. TRAVERSE JOINTS SHALL BE CONSTRUCTED BEFORE ANY LONGITUDINAL JOINT.

11. ALL CURB AND GUTTER SECTIONS SHALL HAVE CONTRACTION JOINTS CONSTRUCTED AT A MAXIMUM SPACING OF 15 FT.

12. ISOLATION (EXPANSION) JOINTS ARE REQUIRED WHERE CURB AND PAVEMENTS ABUT BUILDINGS, FOUNDATIONS, EXISTING PAVEMENTS, MANHOLES AND OTHER FIXED OBJECTS.

13. ALL CONCRETE ISOLATION JOINTS SHALL BE SEALED IN ACCORDANCE WITH ACI 504R.

14. STORM SEWER MANHOLES MAYBE PRE-CAST OR POURED IN PLACE CONCRETE. REFER TO GRADING AND DRAINAGE PLAN FOR MANHOLE SIZE AND SHAPE. ALL MANHOLE TOPS MUST BE POURED IN PLACE CONCRETE AND MATCH ALL PLAN GRADES / PAVEMENT SLOPES. CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 PSI. ALL MANHOLE RING AND COVERS SHALL BE 24" DIAMETER GRAY CAST IRON (DEETER 2018-A OR EQUIVALENT).

15. ALL DRAINAGE PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE, UNLESS NOTED OTHERWISE. CONTRACTOR MAY BID ANOTHER EQUIVALENT PIPE MATERIAL EXCEPT UNDER PUBLIC ROAD CROSSINGS. ALL EQUIVALENT PIPES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE AND HAVE A MINIMUM MANNING'S ROUGHNESS COEFFICIENT ("N") OF 0.013.

16. THE MINIMUM BARREL SPACING ON MULTIPLE PARALLEL PIPE RUNS SHALL BE IN CONFORMANCE WITH THE BELOW TABLE:

DIAMETER	SPACING
12" TO 24"	12"
24" TO 72"	1/2 PIPE DIAMETER
72" AND OVER	36"

17. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE GRADES SHOWN ON THESE CONSTRUCTION DOCUMENTS. ALL COMBINATION CURB AND GUTTER SECTIONS SHALL HAVE THE GUTTER PORTION PITCHED IN THE SAME DIRECTION OF THE INTENDED FLOW.

18. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN CONFORMANCE WITH THE GRADES AND SLOPES SHOWN ON THESE CONSTRUCTION DOCUMENTS THROUGHOUT ALL SITE GRADING AND EXCAVATING ACTIVITIES.

PAINTED PAVEMENT MARKINGS

1. PARKING LOT/STREET MARKINGS, CROSSWALKS, ARROWS, SYMBOLS AND CURB MARKINGS SHALL COMPLY WITH THE DETAILS DEPICTED ON THESE DOCUMENTS AND IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION-MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).

2. ALL MARKING PAINT MATERIAL SHALL BE ON THE MASTER PAINTERS INSTITUTE APPROVED LIST FOR TRAFFIC MARKING PAINT (MPI #97). STREET AND PARKING STRIPES SHALL BE WHITE OR YELLOW AS SHOWN ON CONSTRUCTION DOCUMENTS. CROSSWALKS, ARROWS, AND SYMBOLS SHALL BE WHITE.

3. CONTRACTOR SHALL ALLOW NEW PAVEMENT SURFACES TO CURE FOR A PERIOD OF NOT LESS THAN 14 DAYS BEFORE APPLICATION OF MARKING MATERIALS.

4. CONTRACTOR SHALL CLEAN SURFACES THOROUGHLY PRIOR TO INSTALLATION AND BEGIN MARKING AS SOON AS PRACTICAL.

5. PAINT MARKINGS SHALL NOT BE APPLIED IF THE TEMPERATURE OF THE SURFACE TO BE PAINTED OR THE ATMOSPHERE IS LESS THAN 50 DEGREES (F) OR MORE THAN 95 DEGREES (F).

6. CONTRACTOR SHALL UNIFORMLY APPLY ALL PAINTED MARKINGS TO THE COLORS, LENGTHS, AND WIDTHS AS INDICATED ON THESE CONSTRUCTION DOCUMENTS. PAINT SHALL BE APPLIED IN ONE COAT WITH A WET FILM THICKNESS OF 0.015" MINIMUM AND A WIDTH TOLERANCE OF PLUS OR MINUS 1/8".

7. ALL ARROWS AND SYMBOLS SHALL UTILIZE A SUITABLE TEMPLATE THAT WILL PROVIDE A PAVEMENT MARKING WITH TRUE, SHARP EDGES AND ENDS.

8. CONTRACTOR SHALL PROVIDE ANY BARRICADES, WARNING SIGNS, AND FLAGS AS NECESSARY TO PREVENT TRAFFIC FROM CROSSING NEWLY PAINTED MARKINGS.

9. ANY DEFECTIVE MARKING SHALL BE REMOVED IN MANNER TO AVOID DAMAGE TO THE SURFACE TO WHICH THE MARKING WAS APPLIED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.

WATER-SEWER UTILITY NOTES

1. ALL MATERIALS USED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL MEET LOCAL UTILITY DISTRICT/MUNICIPALITY SPECIFICATIONS AND BE INSTALLED IN CONFORMANCE WITH DETAILS SHOWN HEREON.

2. ALL WORKED PERFORMED ON THIS PROJECT ASSOCIATED WITH THE WATER OR SEWER SYSTEM SHALL COMPLY WITH THE RECOMMENDED STANDARDS FOR WATER WORKS (TEN STATE STANDARDS) AND THE STATE HEALTH DEPARTMENT RULES AND REGULATIONS PERTAINING TO PUBLIC WATER SYSTEM AS DESIGNED AND SHOWN HEREON.

3. WATER MAINS AND SANITARY SEWER SHALL BE CONSTRUCTED AS FAR APART AS PRACTICABLE, AND SHALL BE SEPARATED BY UNDISTURBED AND COMPACTED EARTH. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET SHOULD BE MAINTAINED BETWEEN WATER LINES AND SEWER LINES OR OTHER SOURCES OF CONTAMINATION. WATER LINES AND SEWER LINES SHALL NOT BE LAID IN THE SAME TRENCH EXCEPT ON THE WRITTEN APPROVAL OF THE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES. WATER MAINS IN CLOSE PROXIMITY TO SEWER MAINS MUST BE PLACED SO THAT THE BOTTOM OF THE WATER LINE WILL BE AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER LINE AT ITS HIGHEST POINT. IF THIS DISTANCE MUST UNAVOIDABLY BE REDUCED, THE WATER LINE OR SEWER LINE MUST BE ENCASED IN WATERTIGHT PIPE WITH SEALED WATER TIGHT ENDS EXTENDING AT LEAST TEN FEET EITHER SIDE OF THE CROSSING. ANY JOINT IN THE ENCASEMENT PIPE IS TO BE MECHANICALLY RESTRAINED. THE ENCASEMENT PIPE MAY BE VENTED TO THE SURFACE IF CARRYING WATER OR SEWER UNDER PRESSURE. WHERE A WATER LINE MUST UNAVOIDABLY PASS BENEATH THE SEWER LINE, AT LEAST 18 INCHES OF SEPARATION MUST BE MAINTAINED BETWEEN THE OUTSIDE OF THE TWO PIPES IN ADDITION TO THE PRECEDING ENCASEMENT REQUIREMENTS. EXCEPTIONS TO THIS MUST BE APPROVED IN WRITING BY STATE DEPARTMENT OF HEALTH.

4. SOLID 12 GAUGE LOCATER WIRE SHALL BE INSTALLED WITH MARKERS EVERY 750 FEET AND BEHIND EACH FIRE HYDRANT.

5. ALL SEWER SERVICE LATERALS FROM THE MAIN TO THE PROPERTY LINE SHALL NOT BE ASSEMBLED WITH GLUED JOINTS.

6. ALL SEWER SERVICE LINES SHALL MEET WITH THE REQUIREMENTS OF THE STATE PLUMBING CODE AND OTHER LOCAL PLUMBING CODES (IF APPLICABLE).

7. ALL PIPE TRENCHES THAT LIE UNDER PAVEMENT SHALL BE BACK FILLED WITH CLASS 8 LIMESTONE COMPACTED TO 98% MODIFIED PROCTOR (ASTM D1557) TO 1 FOOT ABOVE THE PIPE AND FLOWABLE FIL PLACED TO WITHIN 1 FOOT BELOW THE DESIGN SUBGRADE.

8. ALL PIPE TRENCHES NOT UNDER PAVEMENT SHALL BE BACKFILLED WITH NATIVE SOIL PLACED IN UNIFORM HORIZONTAL LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS AND COMPACTED WITH SUITABLE EQUIPMENT TO ACHIEVE 95% STANDARD PROCTOR (ASTM D698) AT 2% BELOW TO 3% ABOVE OPTIMUM MOISTURE CONTENT.

9. SANITARY SEWER MANHOLES SHALL BE PRE-CAST CONCRETE WITH A MINIMUM INTERIOR DIAMETER OF 48 INCHES AND A WALL THICKNESS OF 5 INCHES. THE CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 PSI. ALL MANHOLE RING AND COVERS SHALL BE 24" DIAMETER GRAY CAST IRON (EAST JORDAN IRON WORKS - EJ 1348 OR EQUIVALENT).

11. ALL GRAVITY SEWER MAINS AND SERVICE LATERAL SHALL BE LAID IN STRAIGHT ALIGNMENT AT NO LESS THAN THE MINIMUM GRADE FOR THE PIPE SIZE AS FOLLOWS:

4 INCH:	1.00%	18 INCH:	0.12%
6 INCH:	0.60%	21 INCH:	0.10%
8 INCH:	0.40%	24 INCH:	0.08%
12 INCH:	0.22%	30 INCH:	0.058%
15 INCH:	0.15%	42 INCH:	0.037%

11. ALL SOLID ENCASEMENT PIPE SHALL BE FABRICATED FROM PLATE CONFORMING TO CURRENT ASTM DESIGNATION A 36. DIMENSIONS SHALL CONFORM TO THE FOLLOWING, EXCEPT WHEN THE STATE HIGHWAY DEPARTMENT OR RAILROAD COMPANIES REQUIRE A THICKER WALL.

NOMINAL CARRIER DIAMETER	OUTSIDE DIAMETER ENCASEMENT	WALL THICKNESS THICKNESS
24"	36"	1/2"
20"	30"	1/2"
16"	24"	1/2"
12"	20"	1/2"
8"	16"	1/2"
4" TO 6"	12"	1/2"

12. ALL SEWER SERVICE LINES MUST BE CONSTRUCTED AT A MINIMUM DISTANCE OF 10 FT FROM THE SIDE PROPERTY LINES.

13. ALL SEWER MAIN PIPE SHALL BE SDR 26 PVC, UNLESS OTHERWISE NOTED.

14. ALL WATER MAIN PIPE SHALL BE C900 DR-18 PVC, UNLESS OTHERWISE NOTED.

15. LOCAL UTILITY PROVIDER IS NOT RESPONSIBLE FOR ANY UTILITY TRENCH SETTLEMENT BEFORE OR AFTER THE CONSTRUCTION WARRANTY PERIOD.

16. NO TRANSFORMER, JUNCTION BOX, OR PULL BOX TO BE PLACED OVER WATER FITTINGS WITHOUT UTILITY PROVIDER APPROVAL.

17. IF UNSAFE PRACTICES ARE DISCOVERED DURING INSPECTIONS OF WORKMANSHIP, OSHA MAYBE NOTIFIED. THIS IN NO WAY OBLIGATES TRALAN ENGINEERING OR ANY PUBLIC ENTITY FOR THE RESPONSIBILITY OF THE CONTRACTORS SAFETY PRACTICES.

WARRANTY DISCLAIMER

THE DESIGNS REPRESENTED IN THESE DOCUMENTS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DOCUMENTS AS CONSTRUCTED EXCEPT IN SPECIFIC CASES WHERE THE ENGINEER INSPECTS ALL SITE IMPROVEMENTS ON A CONTEMPORARY BASIS AS REQUIRED FOR PROJECT APPROVAL THROUGH A LOCAL, STATE, OR FEDERAL AGENCY.

SAFETY NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES. THIS INCLUDES THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF ALL WORK AND IS NOT LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

COMPANY INFO:
2916 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM

TRALAN
ENGINEERING

PROJECT:
SHADRACH'S - LAKELAND

CLIENT:
SHADRACH'S COFFEE ROASTING COMPANY

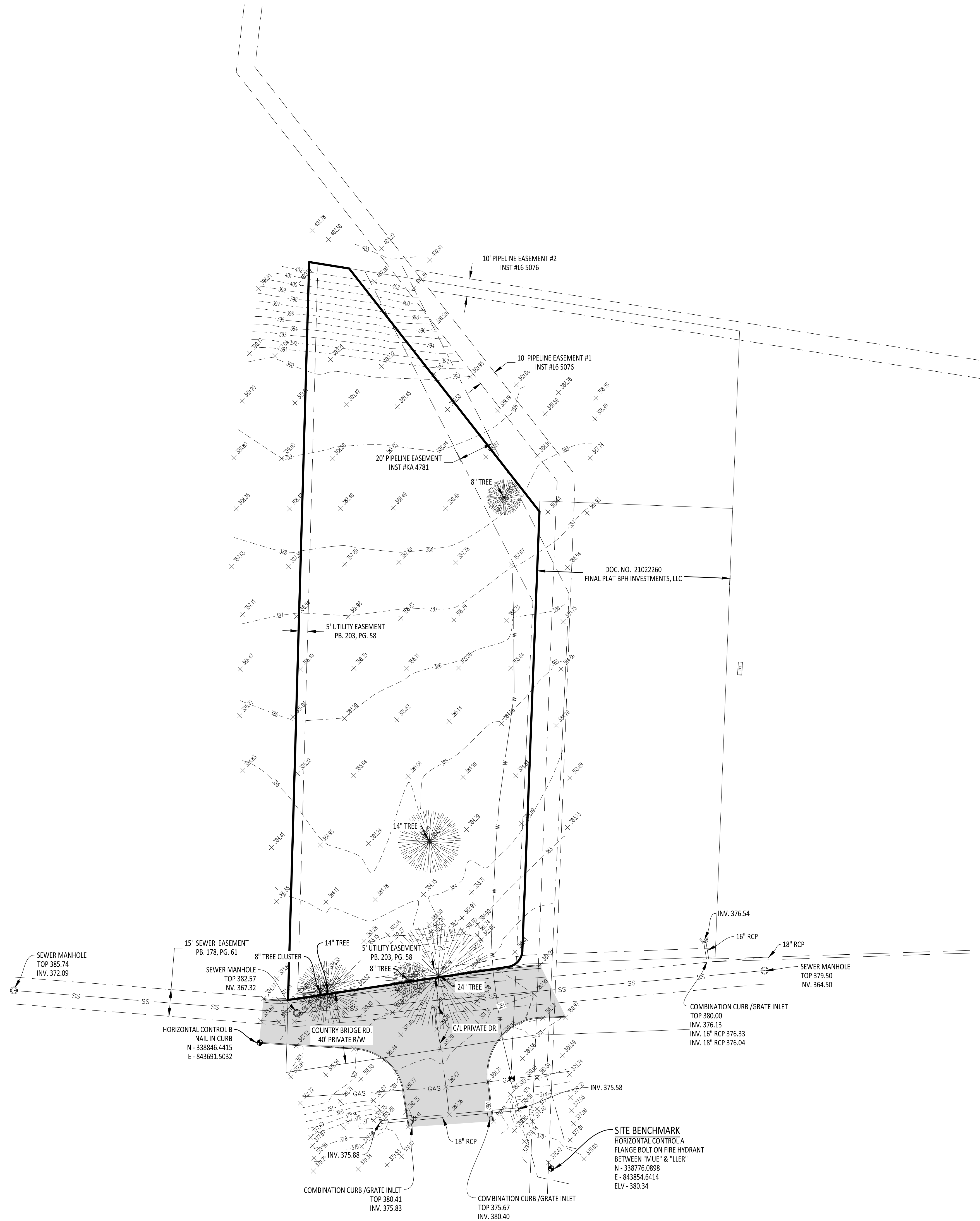


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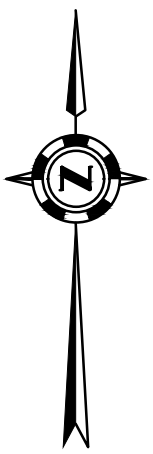
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DATE:	04/29/2021
SCALE:	
JOB NO.:	20-048
CAD NO.:	

NOTES &
SPECIFICATIONS

SHEET NUMBER:
2 of 9



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

- 1) BASIS OF BEARINGS: GPS OBSERVATIONS (TENNESSEE STATE PLANE COORDINATE SYSTEM)
- 2) FLOOD PLAIN: ACCORDING TO THE FEMA FLOODPLAIN MAP, THE PROJECT SITE IS LOCATED WITHIN ZONE X, WHICH IS NOT IN A SPECIAL FLOOD HAZARD AREA, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 47157C0310G, EFFECTIVE DATE FEBRUARY 6, 2013.
- 3) ALL UTILITIES SHOWN ARE BASED UPON OBSERVED EVIDENCE.
- 4) HORIZON LAND SURVEYING, LLC HOLDS NO LIABILITY TO THE LOCATION OF UTILITIES ILLUSTRATED OR NOT ILLUSTRATED UPON THIS EXISTING TOPOGRAPHIC MAP. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OR CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO ANY CONSTRUCTION OR EARTH MOVING WORK.
- 5) HORIZONTAL/VERTICAL CONTROL POINT "A" AS DEPICTED ON THIS SURVEY IS THE SITE BENCHMARK. SITE BENCHMARK ELEVATION IS 380.34 AND IS LOCATED ON FIRE HYDRANT FLANGE BOLT BETWEEN "MUE" AND "LLER". FIRE HYDRANT IS 114 FT. SOUTH OF THE SOUTHEAST PROPERTY CORNER.
HORIZONTAL/VERTICAL CONTROL POINT "B" AS DEPICTED ON THIS SURVEY IS NAIL SET IN CURB.

LEGEND:

- FOUND MONUMENT (AS NOTED)
- ⊙ SET MONUMENT (AS NOTED)
- 田 WATER METER
- FIRE HYDRANT
- ✕ WATER VALVE
- UTILITY POLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ SEWER MANHOLE
- STORM DRAIN MANHOLE
- GRATED DRAIN INLET
- [E] ELECTRIC TRANSFORMER
- [EB] ELECTRIC BOX/METER
- LIGHT POLE
- CLEANOUT
- ⊥ TRAFFIC CONTROL SIGN
- ⊥ GAS METER
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- SS — SEWER
- W — WATER
- GAS — GAS
- T — TELEPHONE

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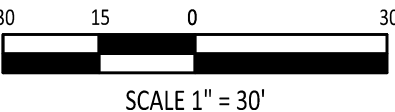
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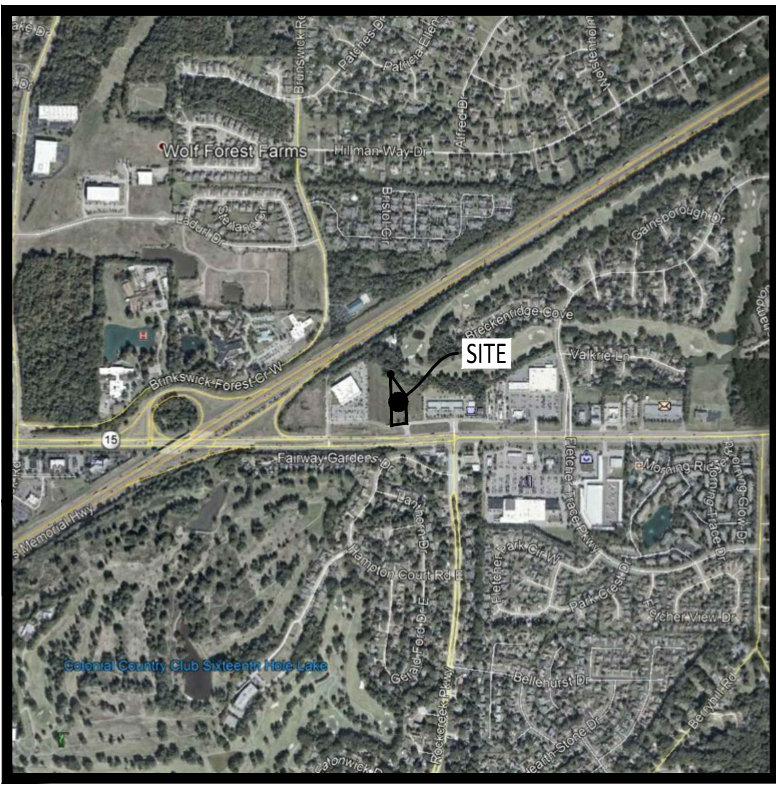
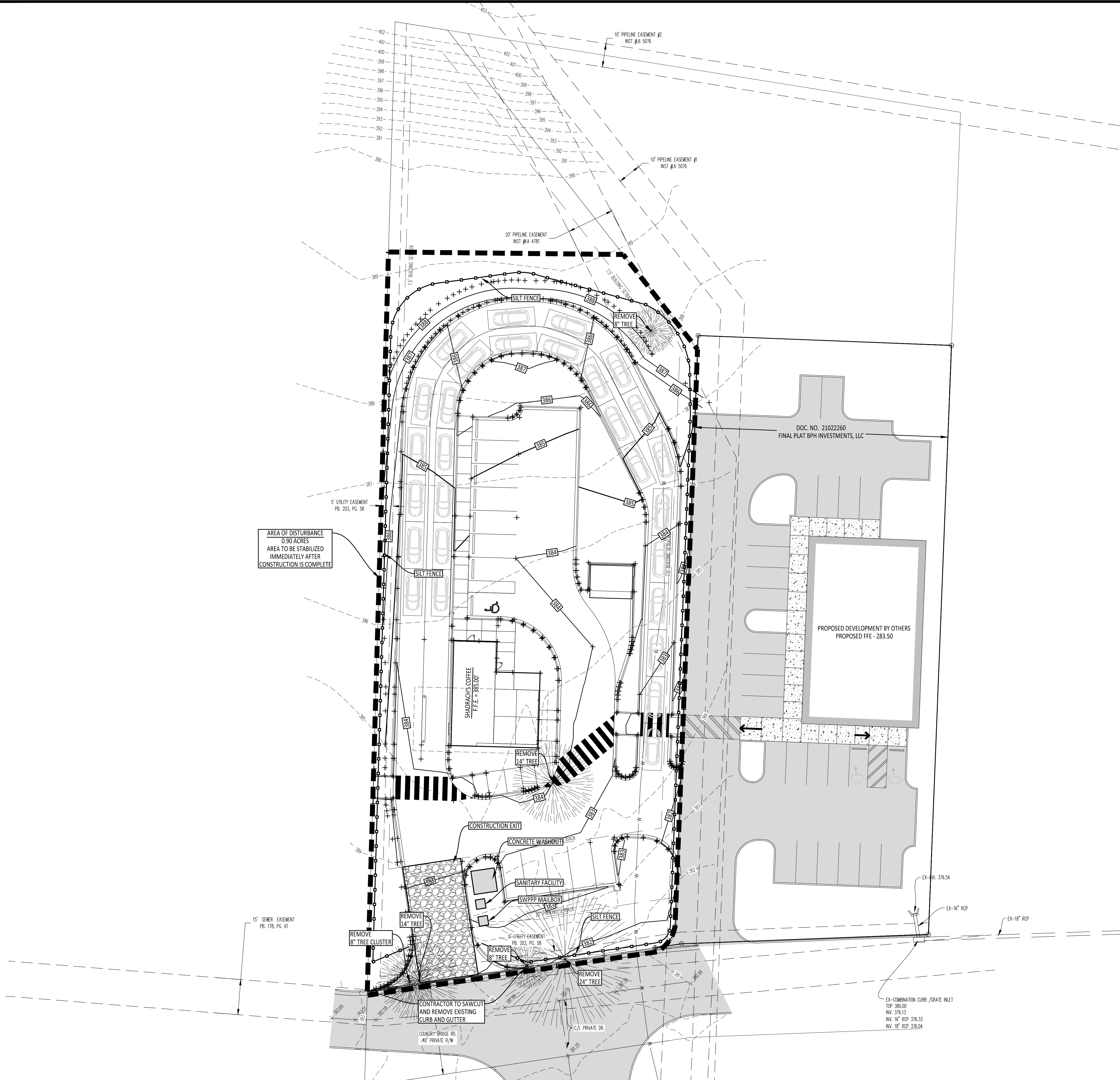
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SHADRACH'S COFFEE ROASTING COMPANY

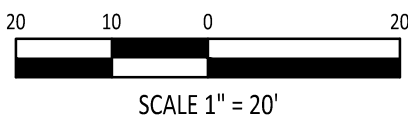
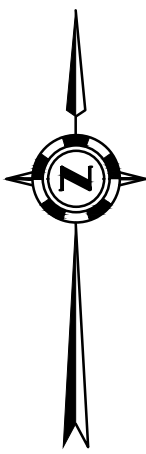
REVISIONS		
DATE	BY	DESCRIPTION
DRAWING INFO.		
DRAWN BY:		DRB
DATE:		04/29/2021
SCALE:		1" = 30'
JOB NO.:		20-048
CAD NO.:		
EXISTING TOPOGRAPHIC MAP		

SHEET NUMBER:
3 of 9





VICINITY MAP
NOT TO SCALE

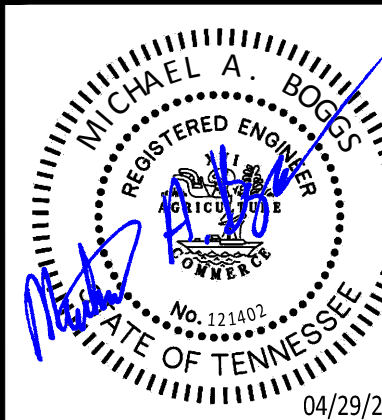


COMPANY INFO:
2916 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM

TRALAN ENGINEERING

PROJECT:
SGADRACH'S - LAKELAND

CLIENT:
SHADRACH'S COFFEE ROASTING COMPANY



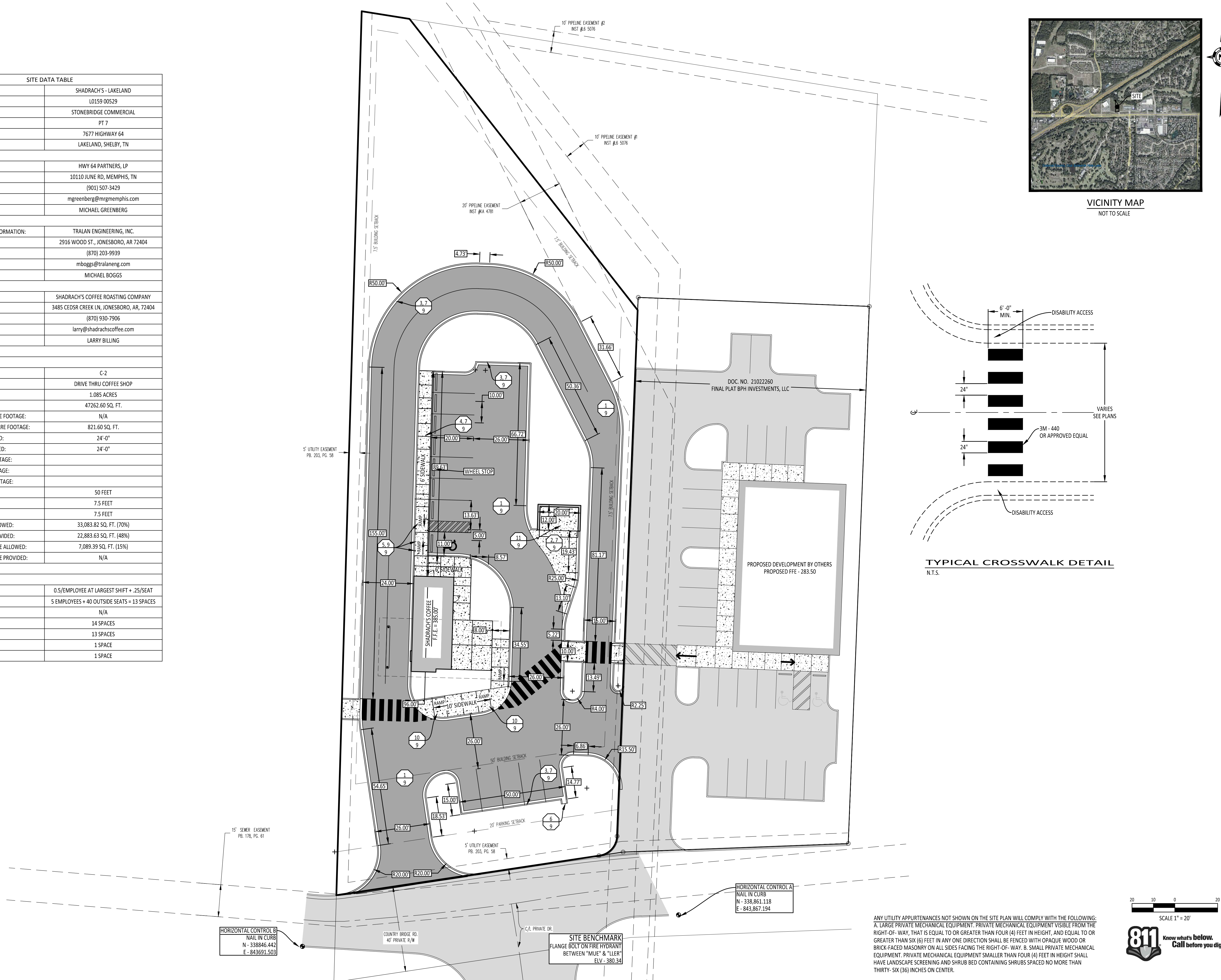
REVISIONS		
DATE	BY	DESCRIPTION

DRAWING INFO.	
DRAWN BY:	MAB
DATE:	04/29/2021
SCALE:	1" = 20'
JOB NO.:	20-048
CAD NO.:	

SWPPP / DEMO
PLAN

SHEET NUMBER:
4 of **9**

SITE DATA TABLE	
PROJECT NAME:	SHADRACH'S - LAKELAND
PARCEL ID:	L0159 00529
SUBDIVISION:	STONEBRIDGE COMMERCIAL
LOT NUMBER:	PT 7
ADDRESS:	7677 HIGHWAY 64
CITY, COUNTY, STATE	LAKELAND, SHELBY, TN
OWNER INFORMATION:	HWY 64 PARTNERS, LP
ADDRESS:	10110 JUNE RD, MEMPHIS, TN
PHONE NUMBER:	(901) 507-3429
E-MAIL ADDRESS:	mgreenberg@mrsmemphis.com
CONTACT NAME:	MICHAEL GREENBERG
DESIGN PROFESSIONAL INFORMATION:	TRALAN ENGINEERING, INC.
ADDRESS:	2916 WOOD ST., JONESBORO, AR 72404
PHONE NUMBER:	(870) 203-9939
EMAIL ADDRESS:	mboggs@tralaneng.com
CONTACT NAME:	MICHAEL BOGGS
APPLICANT INFORMATION:	SHADRACH'S COFFEE ROASTING COMPANY
ADDRESS:	3485 CEDSR CREEK LN, JONESBORO, AR, 72404
PHONE NUMBER:	(870) 930-7906
E-MAIL ADDRESS:	larry@shadrachcoffee.com
CONTACT NAME:	LARRY BILLING
ZONING USE AND BULK	
ZONING DISTRICT:	C-2
PROPOSED USE:	DRIVE THRU COFFEE SHOP
SITE ACREAGE:	1.085 ACRES
SITE SQUARE FOOTAGE:	47262.60 SQ. FT.
EXISTING BUILDING SQUARE FOOTAGE:	N/A
PROPOSED BUILDING SQUARE FOOTAGE:	8221.60 SQ. FT.
BUILDING HEIGHT ALLOWED:	24'-0"
BUILDING HEIGHT PROPOSED:	24'-0"
REQUIRED BUILDING FRONTAGE:	
EXISTING BUILDING FRONTAGE:	
PROPOSED BUILDING FRONTAGE:	
FRONT SETBACK:	50 FEET
REAR SETBACK:	7.5 FEET
SIDE SETBACK:	7.5 FEET
IMPERVIOUS SURFACE ALLOWED:	33,083.82 SQ. FT. (70%)
IMPERVIOUS SURFACE PROVIDED:	22,883.63 SQ. FT. (48%)
SEMI-IMPERVIOUS SURFACE ALLOWED:	7,089.39 SQ. FT. (15%)
SEMI-IMPERVIOUS SURFACE PROVIDED:	N/A
PARKING STANDARDS	
PARKING RATIO:	0.5/EMPLOYEE AT LARGEST SHIFT + 25/SEAT
PARKING REQUIRED:	5 EMPLOYEES + 40 OUTSIDE SEATS = 13 SPACES
EXISTING PARKING:	N/A
MAX. PARKING ALLOWED	14 SPACES
PARKING PROVIDED:	13 SPACES
ADA PARKING REQUIRED:	1 SPACE
ADA PARKING PROVIDED:	1 SPACE



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JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM

TRALAN
ENGINEERING

PROJECT:
SHADRACH'S - LAKELAND

CLIENT:
SHADRACH'S COFFEE ROASTING COMPANY

MICHAEL A. BOGGS
REGISTERED ENGINEER
No. 122403
STATE OF TENNESSEE

06/14/2021

REVISIONS		
DATE	BY	DESCRIPTION
06/14/2021	MAB	REV PER LAKELAND

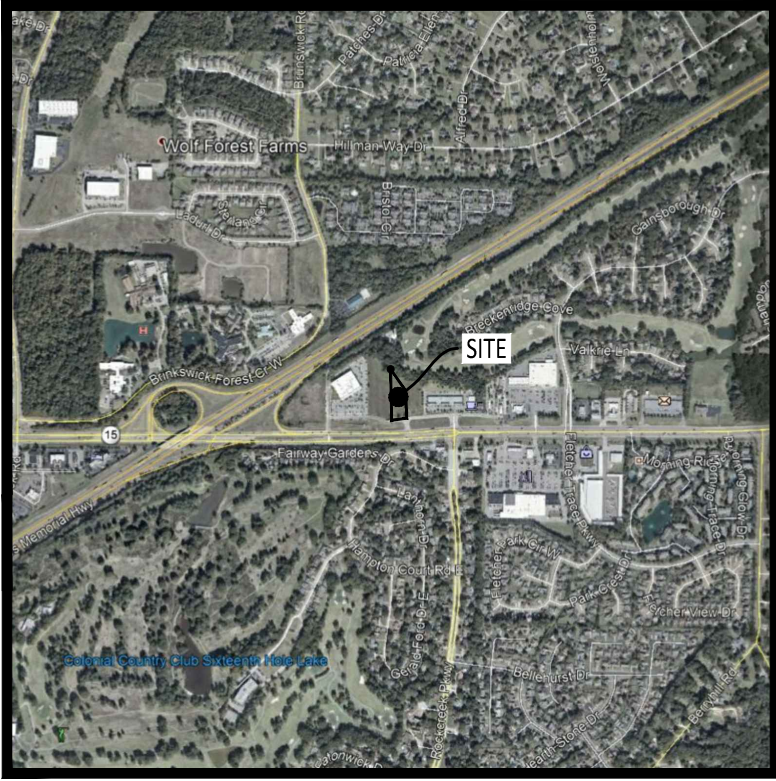
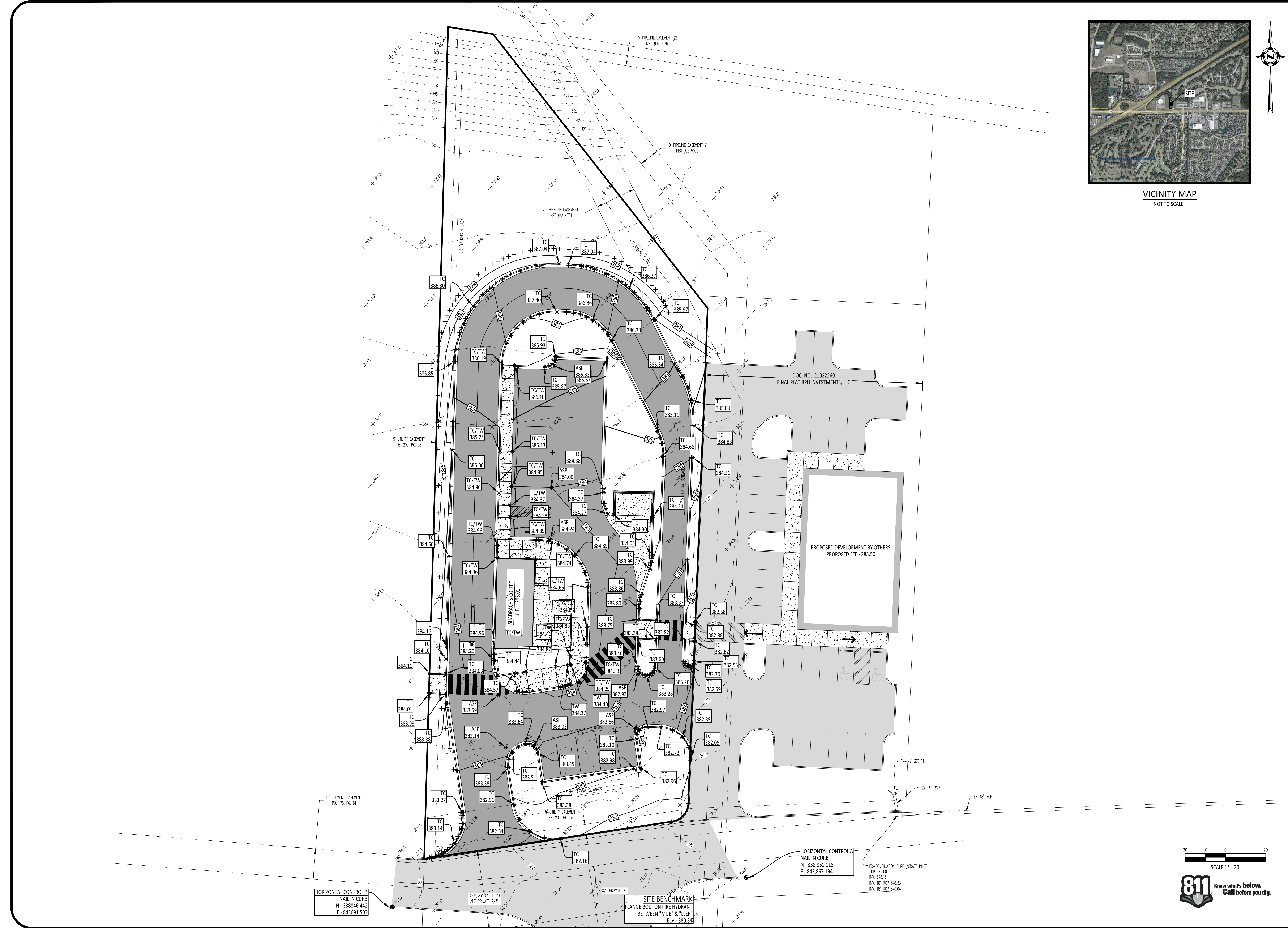
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DATE:	04/29/2021
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JOB NO.:	20-048
CAD NO.:	

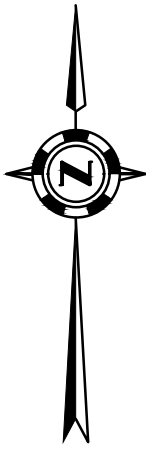
SITE DIMENSION PLAN

SHEET NUMBER:
5 of **9**

ANY UTILITY APPURTENANCES NOT SHOWN ON THE SITE PLAN WILL COMPLY WITH THE FOLLOWING:
A. LARGE PRIVATE MECHANICAL EQUIPMENT: PRIVATE MECHANICAL EQUIPMENT VISIBLE FROM THE RIGHT-OF-WAY, THAT IS EQUAL TO OR GREATER THAN FOUR (4) FEET IN HEIGHT, AND EQUAL TO OR GREATER THAN SIX (6) FEET IN ANY ONE DIRECTION SHALL BE FENCED WITH OPAQUE WOOD OR BRICK-FACED MASONRY ON ALL SIDES FACING THE RIGHT-OF-WAY. B. SMALL PRIVATE MECHANICAL EQUIPMENT: PRIVATE MECHANICAL EQUIPMENT SMALLER THAN FOUR (4) FEET IN HEIGHT SHALL HAVE LANDSCAPE SCREENING AND SHRUB BED CONTAINING SHRUBS SPACED NO MORE THAN THIRTY-SIX (36) INCHES ON CENTER.



VICINITY MAP
NOT TO SCALE



20 10 0 20
SCALE 1" = 20'

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

COMPANY INFO:

2916 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-203-9939
WWW.TRALANENG.COM

TRALAN
ENGINEERING

PROJECT:

SHADRACH'S - LAKELAND

CLIENT:

SHADRACH'S COFFEE ROASTING COMPANY

REGISTERED ENGINEER
MICHAEL A. BOHNS
No. 122403
STATE OF TENNESSEE
06/14/2021

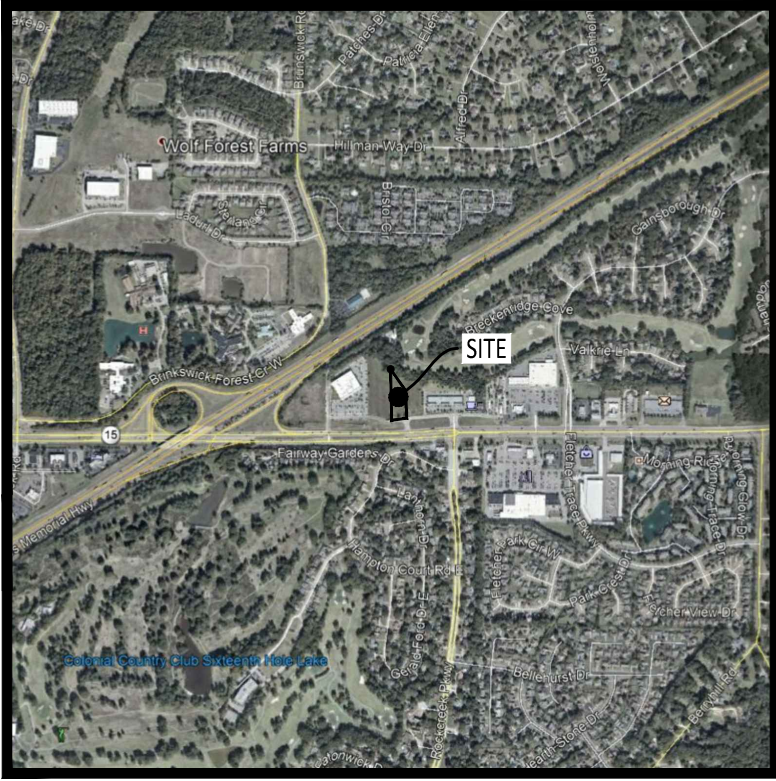
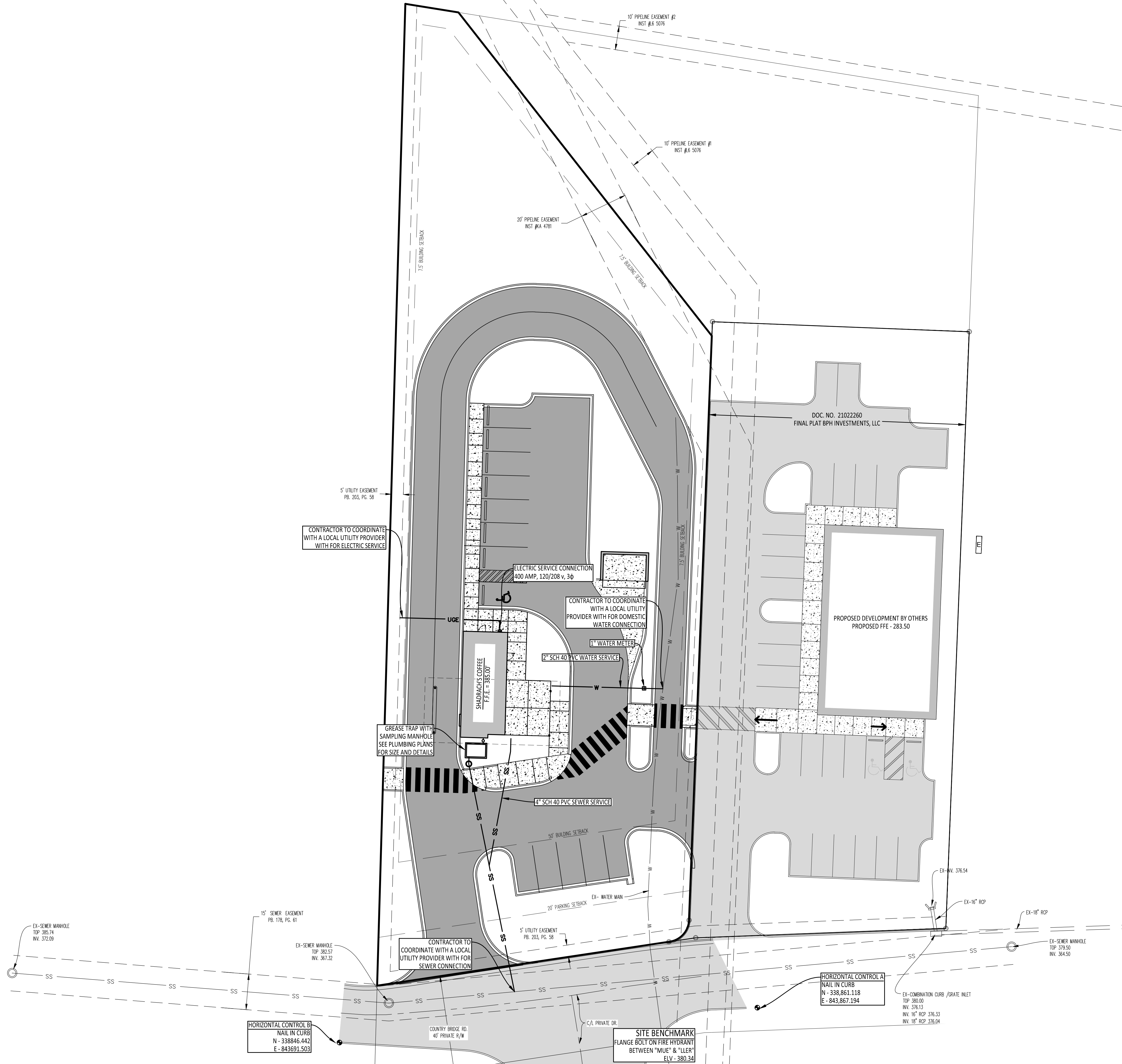
REVISIONS		
DATE	BY	DESCRIPTION
06/14/2021	MAB	REV PER LAKELAND

DRAWING INFO.	
DRAWN BY:	MAB
DATE:	04/29/2021
SCALE:	1" = 20'
JOB NO.:	20-048
CAD NO.:	

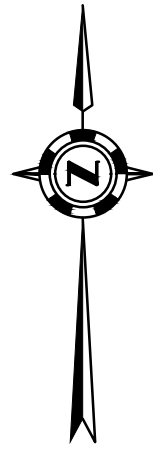
GRADING & DRAINAGE
PLAN

SHEET NUMBER:

6 of **9**



VICINITY MAP
NOT TO SCALE



20 10 0 20
SCALE 1" = 20'

811 Know what's below.
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PROJECT:
SHADRACH'S - LAKELAND

CLIENT:
SHADRACH'S COFFEE ROASTING COMPANY

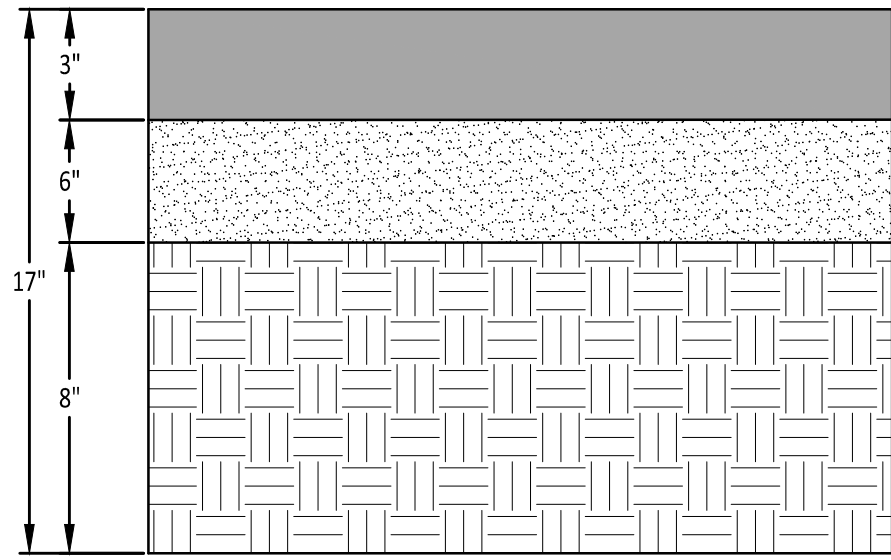
REGISTERED ENGINEER
MICHAEL A. BOSS
No. 322403
STATE OF TENNESSEE
04/29/2021

REVISIONS		
DATE	BY	DESCRIPTION

DRAWING INFO.	
DRAWN BY:	MAB
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JOB NO.:	20-048
CAD NO.:	

SITE UTILITY PLAN	
SHEET NUMBER:	
7	of 9





ASPHALT CONCRETE HOT MIX
SURFACE COURSE
(AHTD 3/8" MIX DESIGN)

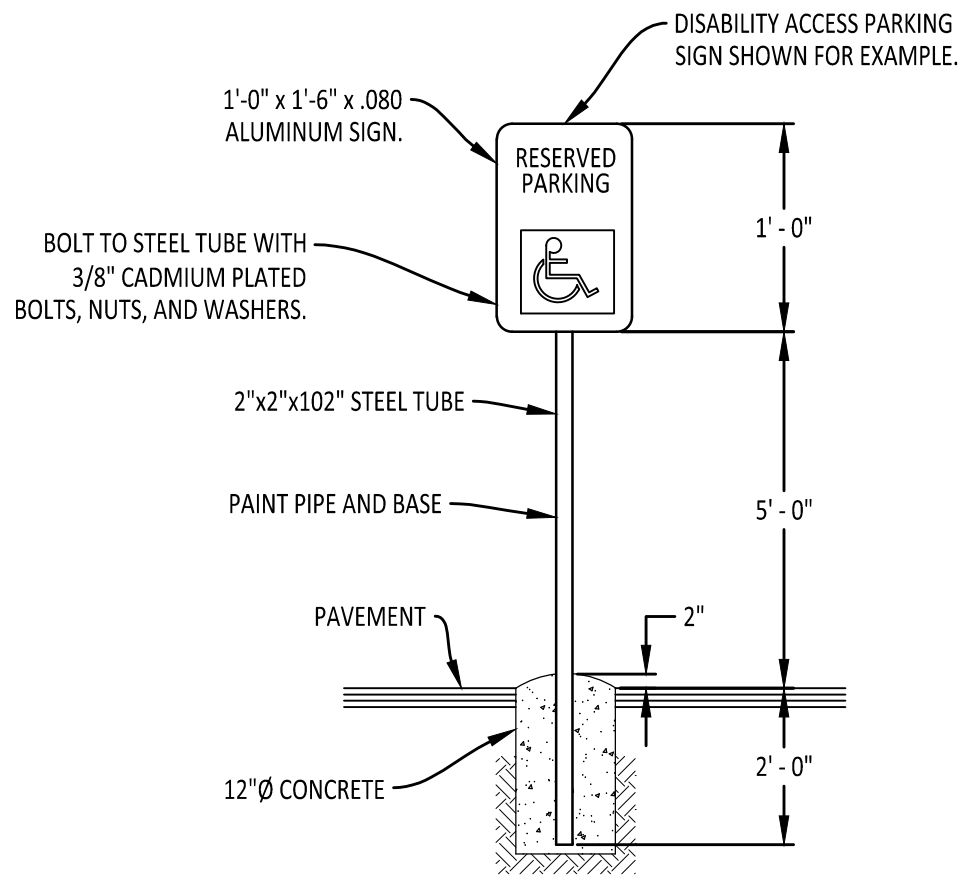
CLASS 7 AGGREGATE BASE
(98% MODIFIED PROCTOR)

COMPACTED SUBGRADE
(95% STANDARD PROCTOR)

ASPHALT PAVING SECTION

N.T.S.

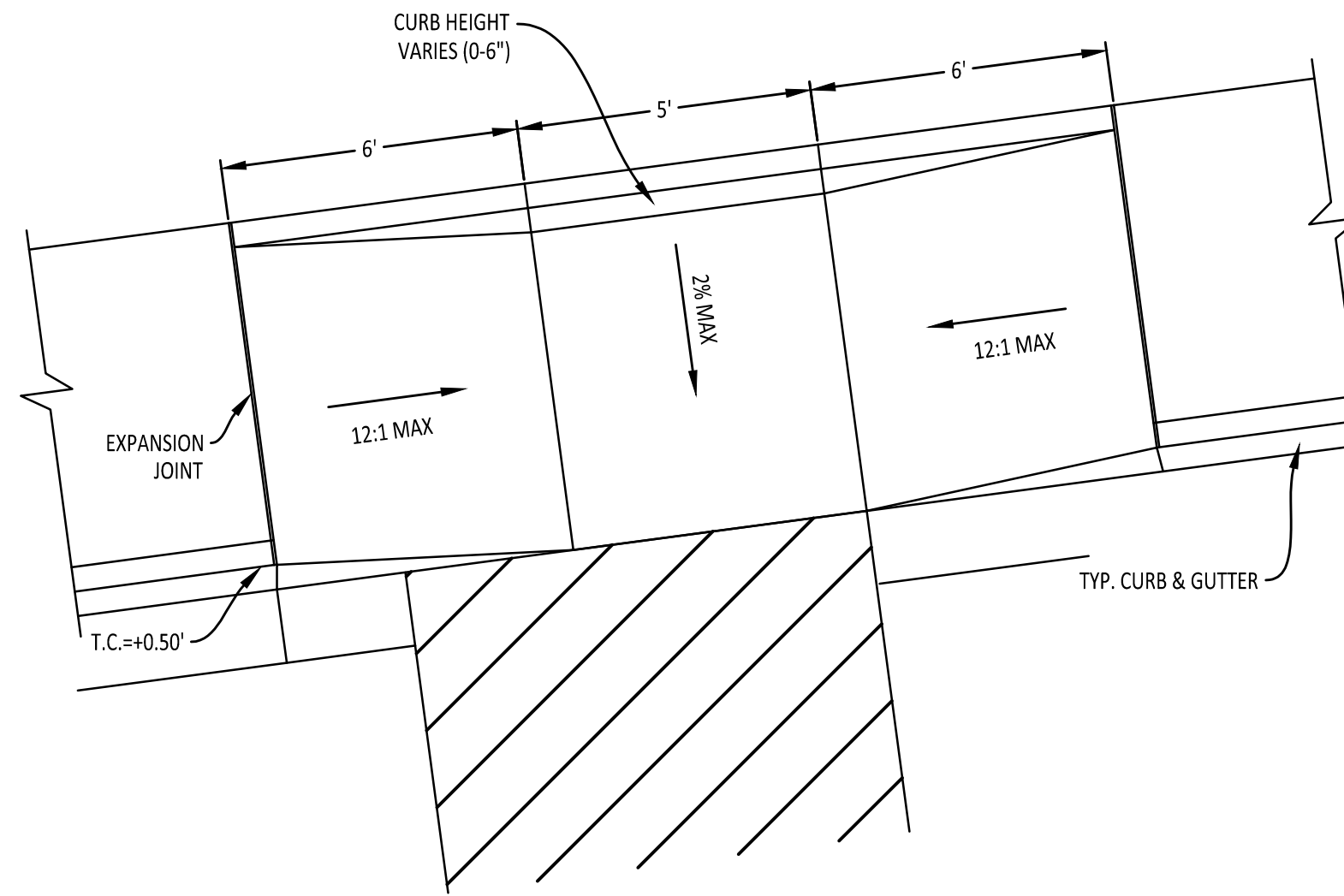
1



ACCESSIBLE PARKING SIGN DETAIL

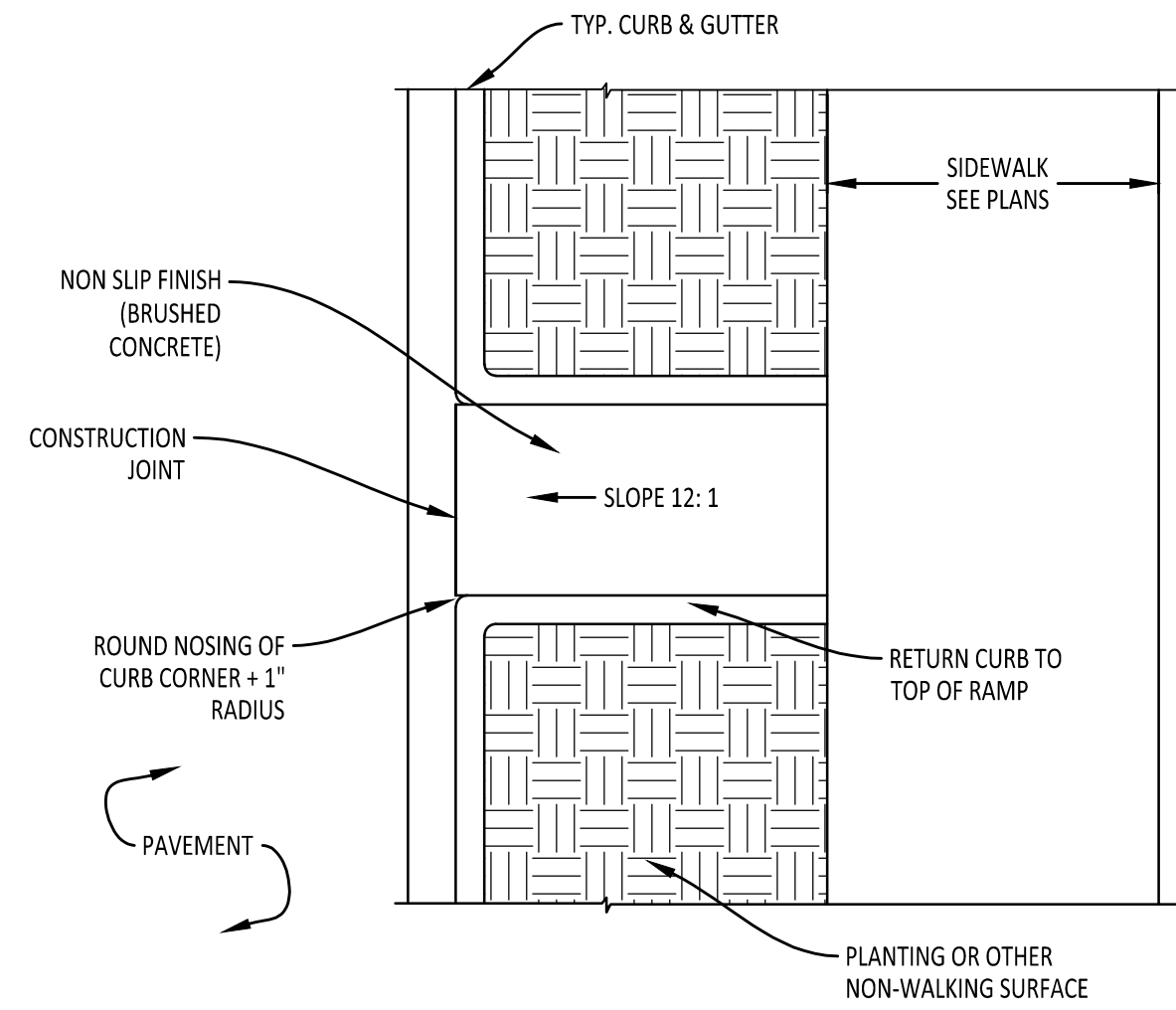
NOTE:
ALL SIGNS SHALL CONFORM TO MUTCD AND SHALL BE HIGH INTENSITY.

5



TYPE E - ACCESS RAMP

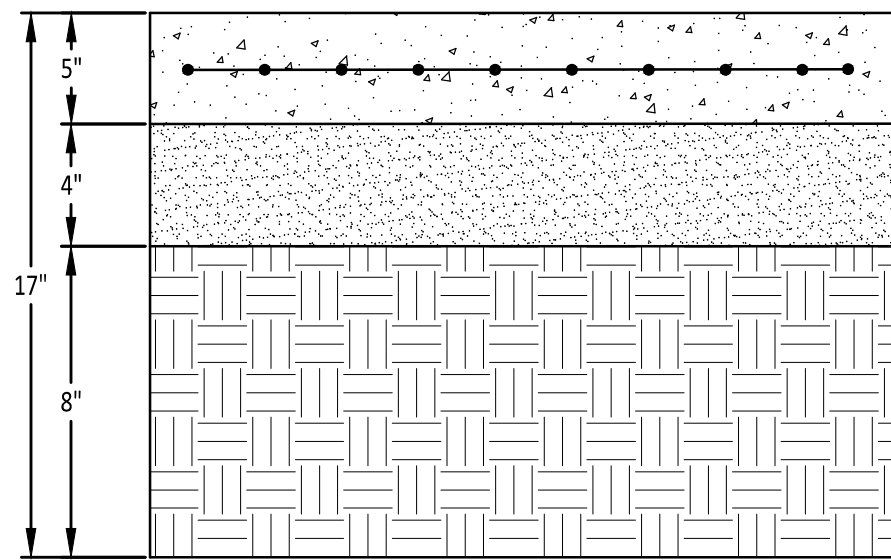
9



TYPE "B" ACCESS RAMP

N.T.S.

10



4000 PSI CONCRETE REINFORCED
6X6 W2.9/2.9 WWM

CLASS 7 AGGREGATE BASE
(98% MODIFIED PROCTOR)

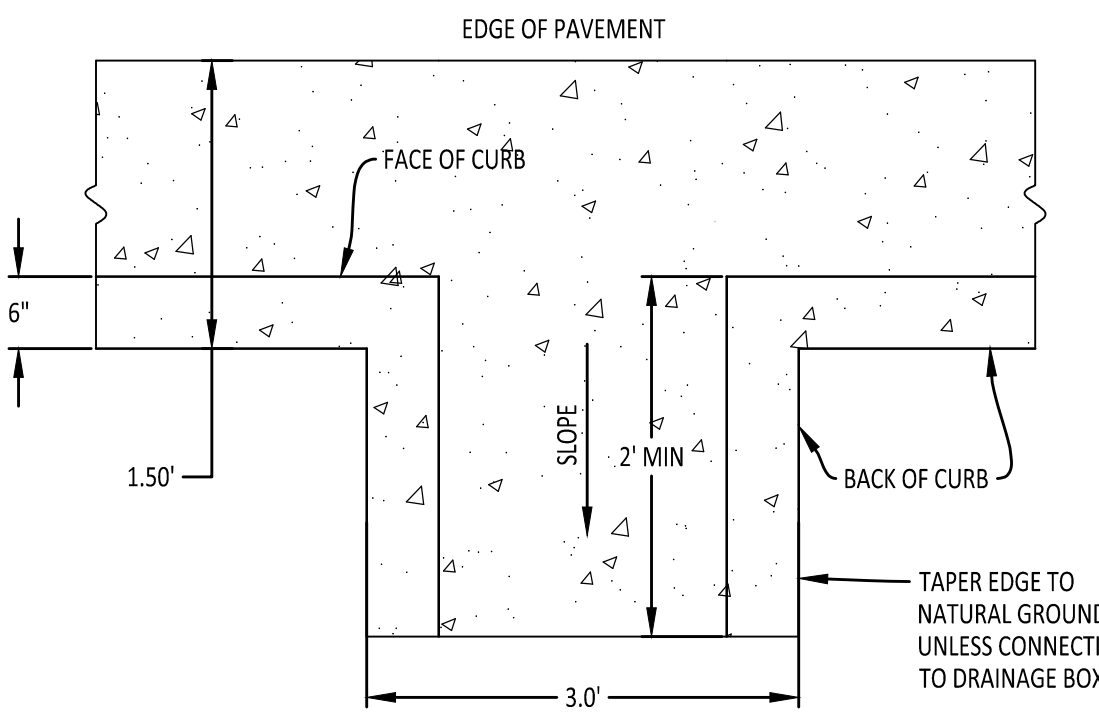
COMPACTED SUBGRADE
(95% STANDARD PROCTOR)

CONCRETE PAVING SECTION

N.T.S.

NOTE:
CONSTRUCT CONTRACTION JOINTS ON A MAXIMUM OF 15' CENTERS EACH WAY.
PROVIDE EXPANSION JOINTS WHERE PAVEMENT ABUTTS CURB AND SIDEWALKS.

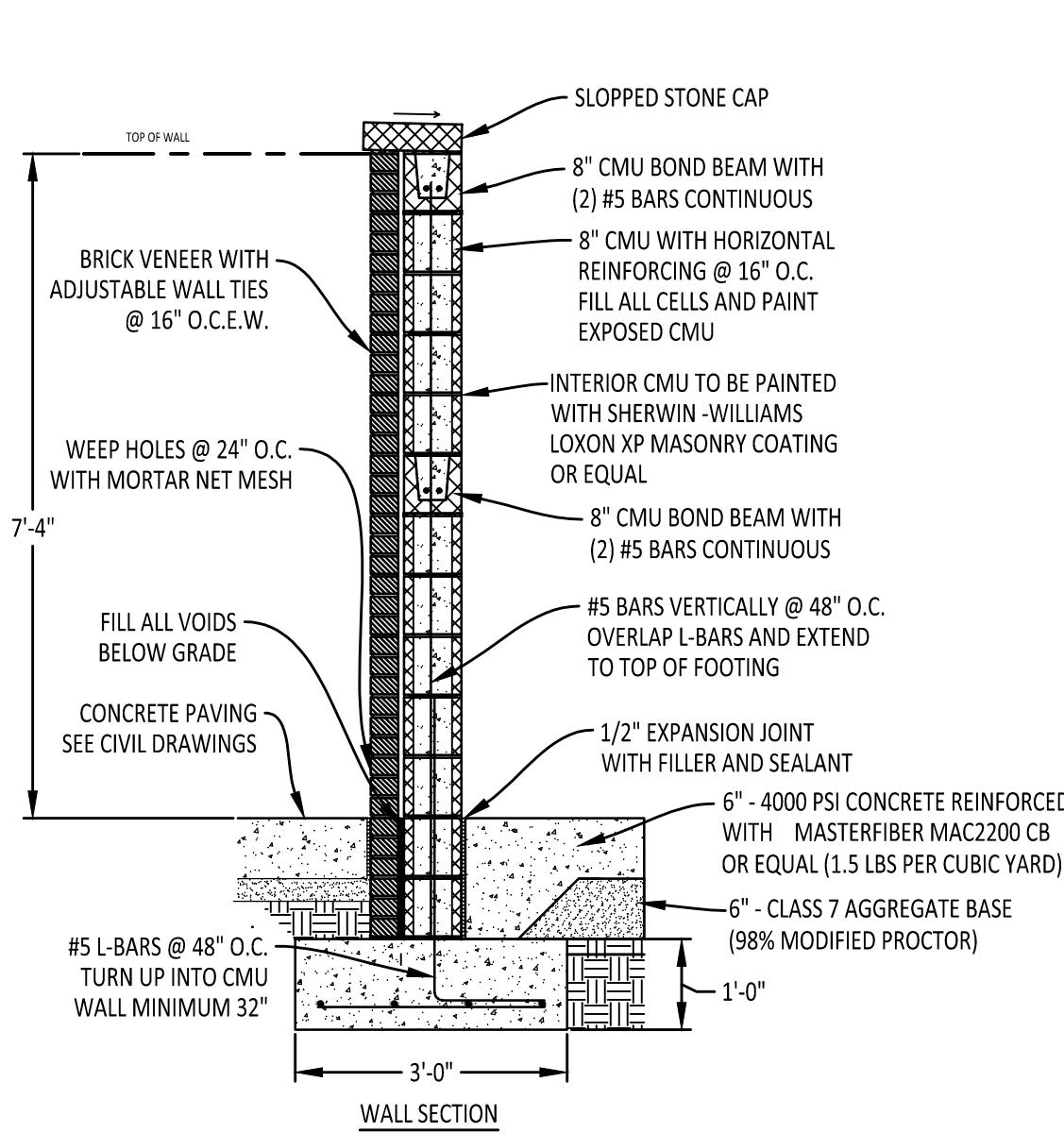
2



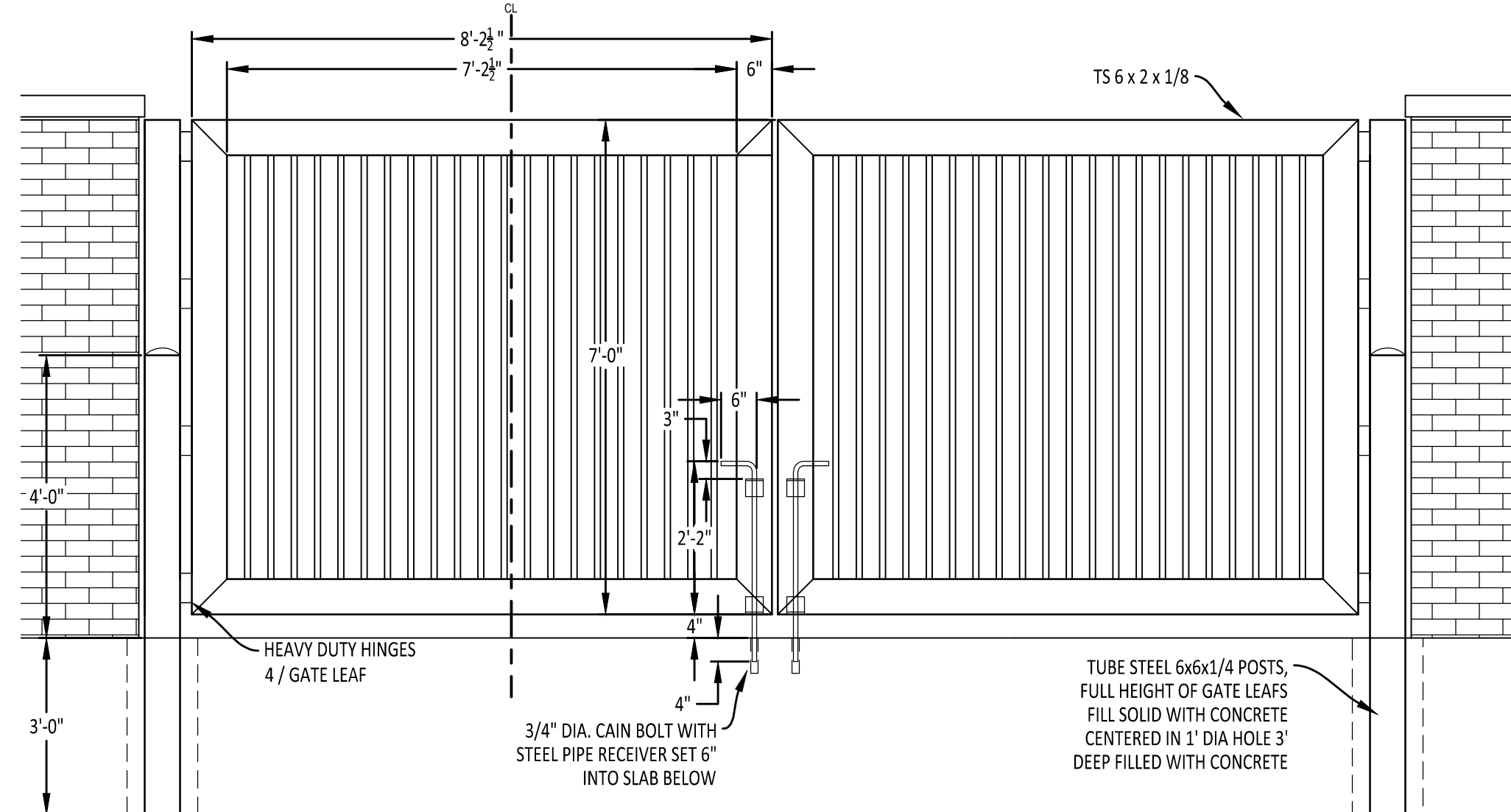
CURB CUT/FLUME

N.T.S.

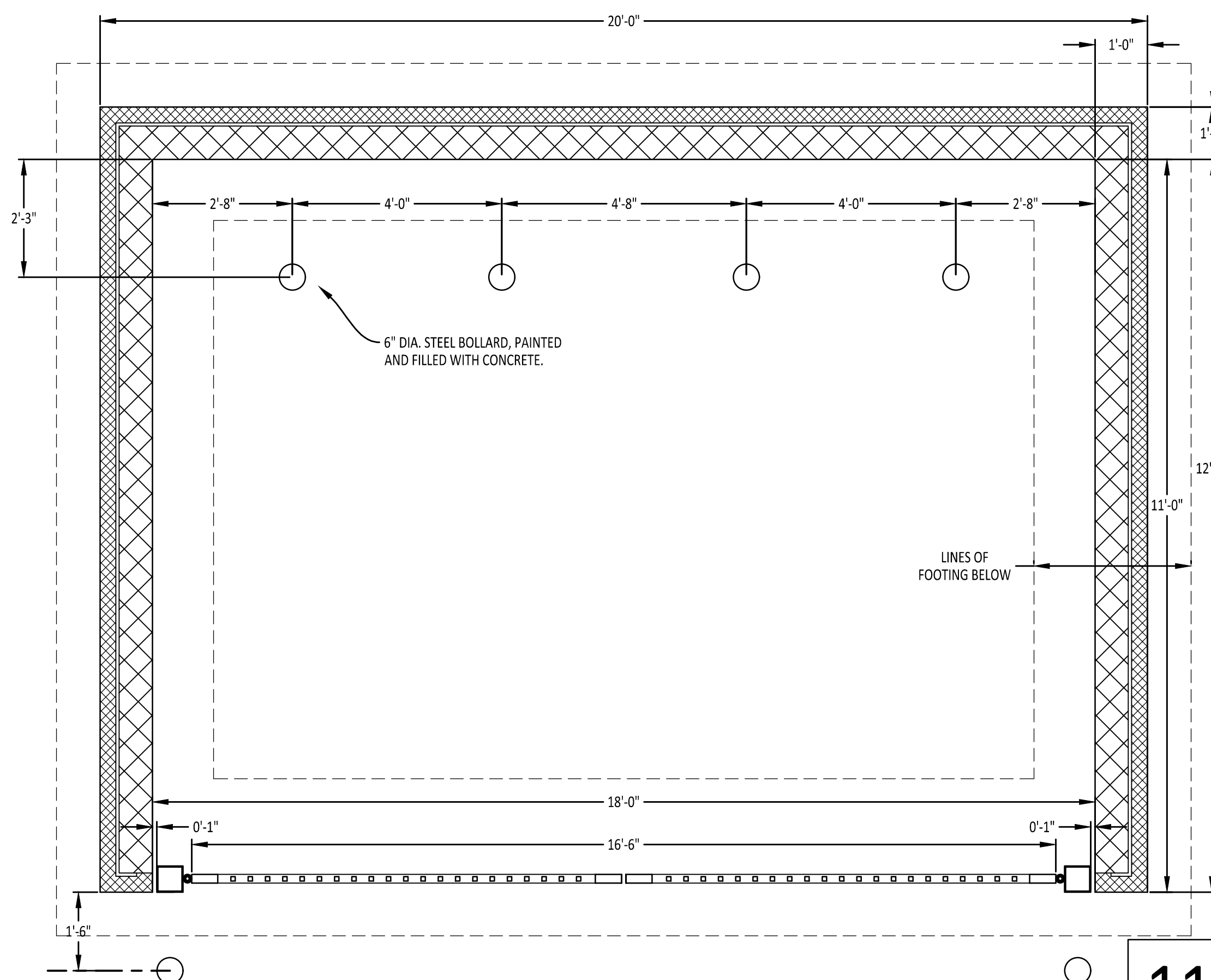
6



WALL SECTION



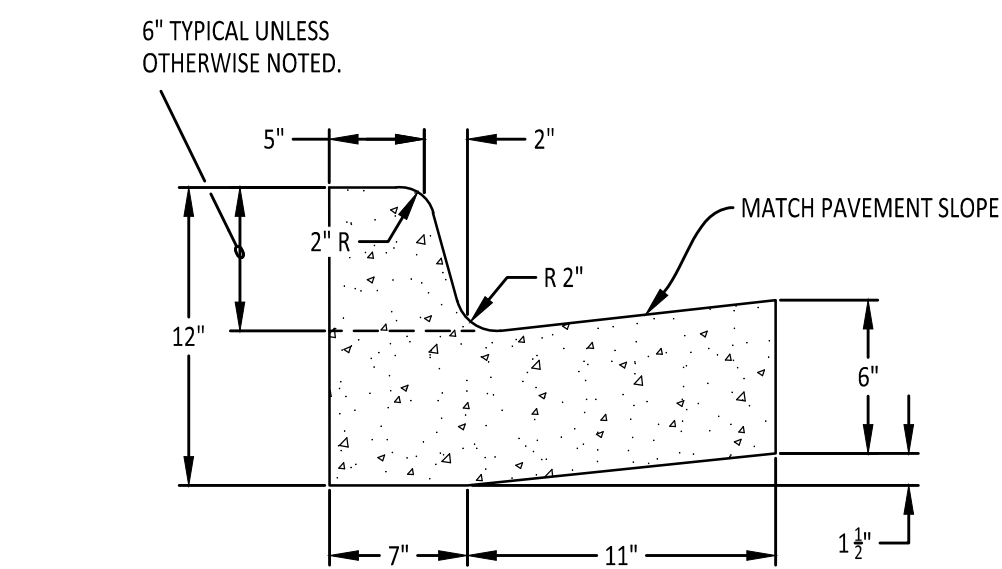
ELEVATION



DUMPSTER ENCLOSURE DETAIL

N.T.S.

11



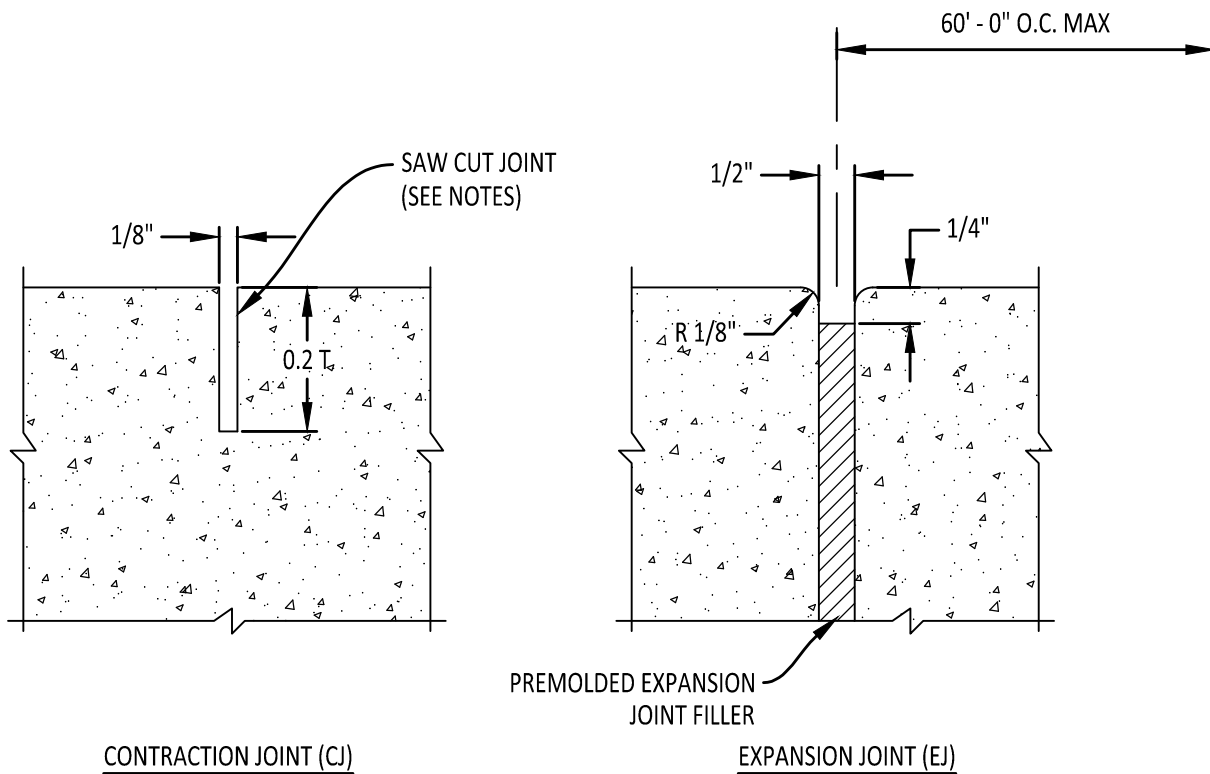
TYPE "A" (BARRIER) RESIDENTIAL & COLLECTOR STREETS

COMBINATION CURB AND GUTTER

N.T.S.

NOTE:
CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY FIFTEEN FEET.
EXPANSION JOINTS SHALL BE CONSTRUCTED AT FIXED STRUCTURAL OBJECTS, SUCH AS
DRAINAGE INLETS AND SIDEWALKS.

3



CONTRACTION JOINT (CJ)

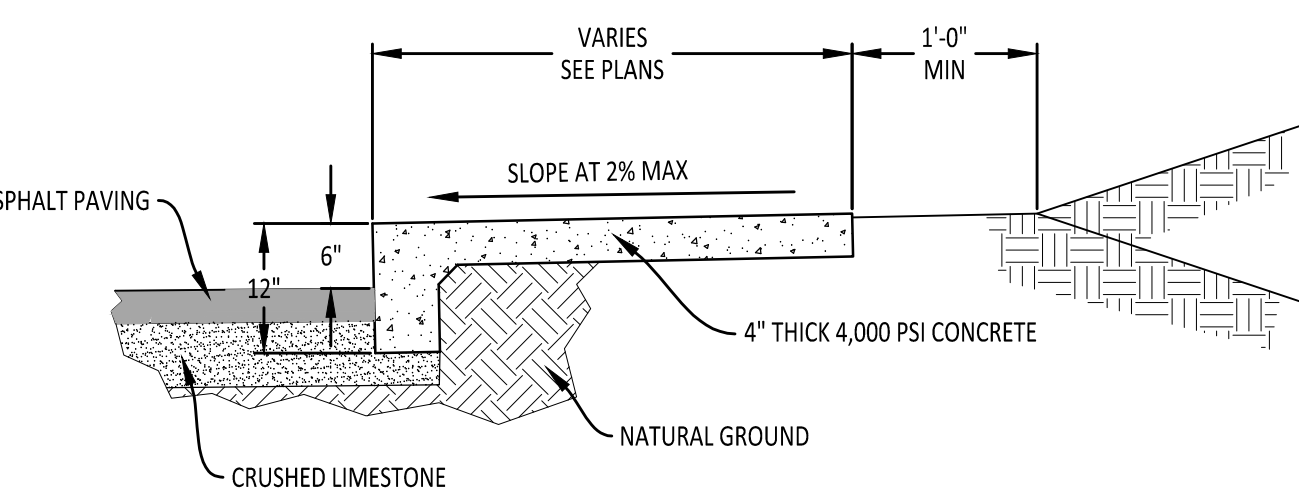
EXPANSION JOINT (EJ)

CONSTRUCTION JOINT DETAILS

N.T.S.

- NOTE:
1. PROVIDE EXPANSION JOINT WHERE CONCRETE ABUTTS EXISTING CONCRETE, SUCH AS CURB AND NEXT TO STRUCTURES AND DRIVEWAYS.
 2. JOINT SPACING ON CURBS TO BE MAXIMUM 15'.
 3. JOINT SPACING ON SIDEWALKS TO BE EQUAL TO THE SIDEWALK WIDTH.

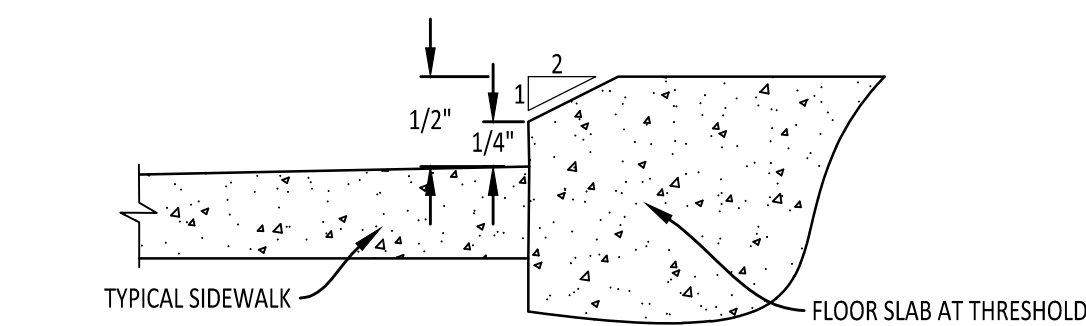
7



SIDEWALK AT ASPHALT PAVING

N.T.S.

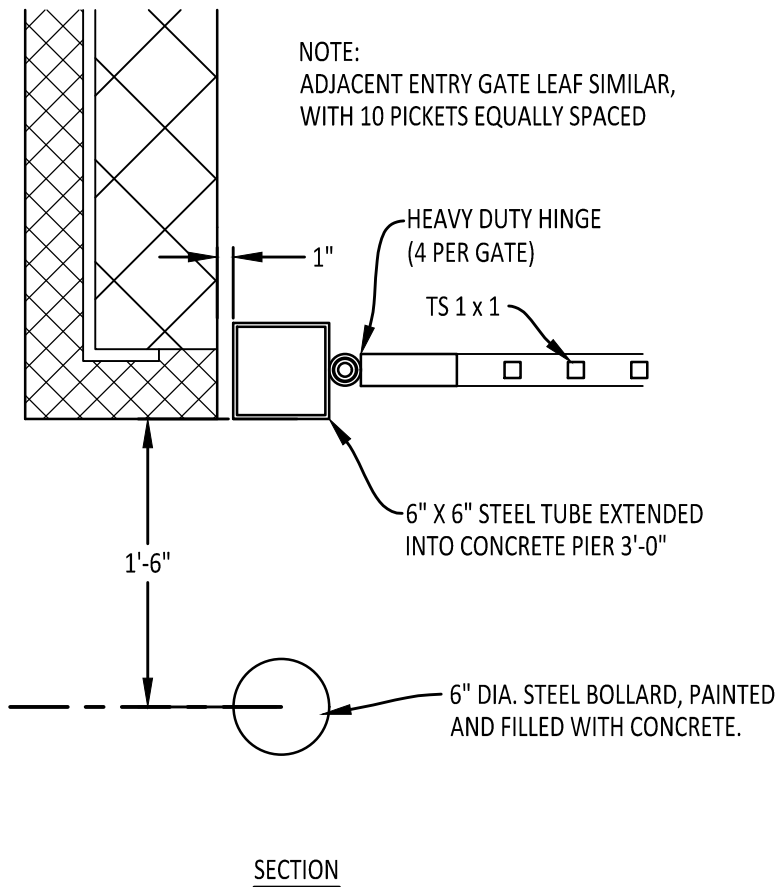
4



ADA BEVELED SIDEWALK TO DOORWAY

N.T.S.

8



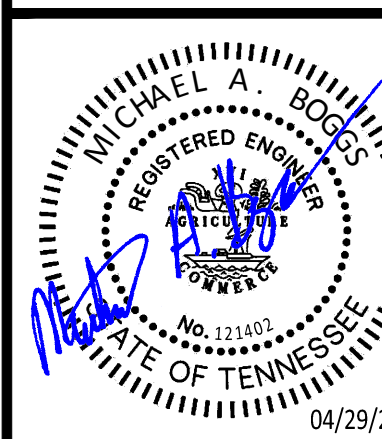
SECTION

COMPANY INFO:
2916 WOOD STREET
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PROJECT:
SHADRACH'S - LAKELAND

CLIENT:
SHADRACH'S COFFEE ROASTING COMPANY



REVISIONS		
DATE	BY	DESCRIPTION

DRAWING INFO.	
DRAWN BY:	MAB
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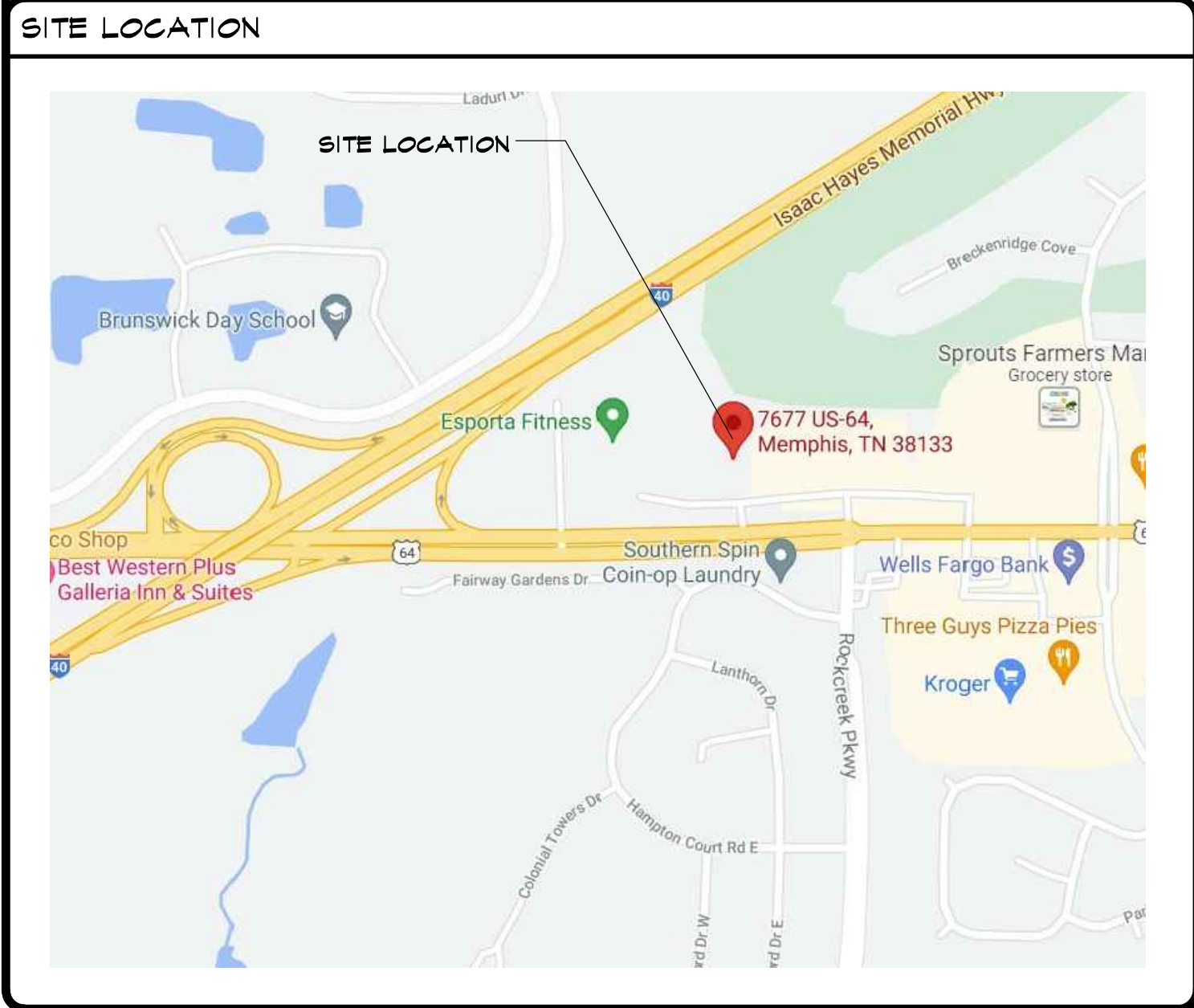
SITE CONSTRUCTION
DETAILS

SHEET NUMBER:
9 of 9

Shadrachs Coffee

7677 HIGHWAY 64 LAKELAND, TN

SCHEDULE OF SPECIAL INSPECTIONS				
PROJECT:	SHADRACKS GBV			
MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT		
		Y / N	EXTENT	AGENT DATE COMPLETED
1004.4 CONCRETE CONSTRUCTION				
Inspect rebar steel installation	Field Inspection		Periodic	23.4
Verification of rebar design mix	Review submittals		Periodic	3.4
Fresh concrete sampling	Field testing		Continuous	2.3
Concrete curing operations	Field review & review of laboratory reports		Periodic	2.3
Evaluation of concrete strength	Field inspection		Periodic	3.4
Inspection of formwork for shape, lines, location & dimensions	Field Inspection		Periodic	23.4
1004.5 MASONRY CONSTRUCTION (LEVEL 1)				
Verify proportions of site prepared mortar	Field & submittal review		Periodic	2.3
Verify construction of mortar joints	Field Inspection		Periodic	2.3
Verify size, grade, & type of reinforcement	Field Inspection		Periodic	23.4
Verify protection of masonry during hot/cold weather	Field Inspection		Periodic	2.3
Verify compliance w/ new inspection provisions of construction documents & approved submittals	Field Inspection		Periodic	23.4
1004.6 WOOD CONSTRUCTION				
Inspection of the fabrication process of wood structural elements & assemblies in accordance with SDC 104.2	In plant review		Periodic	0
1004.7 SOILS				
Verify materials before shallow foundations are designed to achieve the design bearing capacity	Field Inspection		Periodic	1
Perform classification & testing of controlled fill materials	Field Inspection		Periodic	1
Verify use of proper materials, densities, & fill thickness during placement & compaction of controlled fill	Field Inspection		Continuous	1
Verify dry-density of compacted fill complies with approved soils report	Review field testing		Periodic	1
1007.1 ARCHITECTURAL COMPONENTS SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE				
Inspection during the erection & fastening of exterior cladding & interior & exterior veneer	Field Inspection		Periodic	2.3
Inspection during the erection & fastening of interior & exterior non load bearing walls	Field Inspection		Periodic	2.3
1007.8 MECHANICAL & ELECTRICAL COMPONENTS SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE				
Inspection during the anchorage of other electrical equipment	Field Inspection		Periodic	5.6
Inspection during installation of piping systems intended to carry flammable, combustible, or highly toxic contents & their associated mechanical and electrical equipment	Field Inspection		Periodic	5.6
Inspection during the installation of HVAC equipment that will contain hazardous materials	Field Inspection		Periodic	5.6
Inspection during the installation of vibration isolation systems	Field Inspection		Periodic	5.6
1008.3 REINFORCING STEEL TESTING FOR SEISMIC RESISTANCE				
Review certified mill test reports	Field review		Each Submittal	3.4
1008.5 SEISMIC QUALIFICATION OF MECHANICAL & ELECTRICAL EQUIPMENT				
Review certificate of compliance for designated seismic system components	Certificate of compliance review		Each Submittal	5.6
INSPECTION AGENT FIRM				
1. Testing Agency	NONE			
2. Testing Agency	NONE			
3. Architect	LITTLE & ASSOCIATES			
4. Structural Engineer	NONE			
5. Mechanical Engineer	NONE			
6. Electrical Engineer	NONE			
7. Steel Fabricator	NONE			
8. Laminated Wood Mfg	NONE			
Notes:				
1. The inspection & testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies are subject to the approval of the Building Official and/or the Design Professional.				
2. The list of Special Inspectors may be submitted as a separate document if noted so above.				
Encircle "Yes" or "No" as appropriate and date below:				
Are Requirements for Seismic Resistance included in the Statement of Special Inspections?	Yes	No		
Are Requirements for Wind Resistance included in the Statement of Special Inspections?	Yes	No		
Date:				
Statement of Special Inspections				
This project requires minimum special inspections. Architect will inspect UL components of the framing to ensure design by our plans are followed. Images along with an Field Report will be produced and filed.				



1008.1.9 DOOR OPERATIONS AND HARDWARE

1008.1.9.1 DOOR OPERATIONS:
Except as specifically permitted by this section egress doors shall be readily operable from the egress side without the use of a key or special knowledge or effort.

1008.1.9.2 HARDWARE:
Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 shall not require light grasping, light pinching or twisting of the wrist to operate.

1008.1.9.3 HARDWARE HEIGHT:
Door handles, pulls, latches, locks and other operating devices shall be installed 34 inches (864 mm) minimum and 48 inches (1219 mm) maximum above the finished floor. Locks used only for security purposes and not used for normal operation are permitted at any height. Exception: Access doors or gates in barrier walls and fences protecting pools, spas and hot tubs shall be permitted to have operable parts of the release of latch on self-latching devices at 54 inches (1370mm) maximum above the finished floor on ground provided the self-latching devices are not also self locking devices operated by means of a key, electronic opener or integral combination lock.

1008.1.9.4 LOCKS AND LATCHES:
Locks and latches shall be permitted to prevent operation of doors where any of the following exists:
1. Places of detention or restraint.
2. In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of religious worship, the main exterior door or doors are permitted to be equipped with key-operated locking devices from the egress side provided:
2.1. The locking device is readily distinguishable as locked.
2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. The sign shall be in letters (inch (25 mm) high on a contrasting background; and
2.3. The use of the key-operated locking device is revolvable by the building official for due cause.
3. Where egress doors are used in pairs, approved automatic flush bolts shall be permitted to be used, provided that the door leaf having the automatic flush bolts has no decorative or surface mounted hardware.
4. Doors from individual dwelling or sleeping units of Group R occupancies having an occupant load of 10 or less are permitted to be equipped with a night latch, dead bolt or security chain, provided such devices are operable from the inside without the use of a key or tool.
5. Fire doors other than minimum elevated temperature has disabled the unlatching mechanism in accordance with listed fire door test procedures.

1008.1.10 PANIC AND FIRE EXIT HARDWARE:
1. Panic hardware is required for doors equipped with latches which serve rooms or spaces with 50 occupants or more in Groups A or E, and in Group H occupancies of any occupant load (Note: Prior to the 2006 IBC, panic hardware was required for groups A and E, 100 occupants or more.)
2. Panic hardware must be listed per UL 305.
3. Panic hardware used on fire doors is fire exit hardware and must be listed per UL 305 and UL 10C.

1011 EXIT SIGNS

1011.1 Where required:
Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30 480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.
Exceptions:
1. Exit signs are not required in rooms or areas that require only one exit or exit access.
2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.
3. Exit signs are not required in occupancies in Group I and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.
4. Exit signs are not required in dayrooms, sleeping rooms or dormitories in occupancies in Group I-3.

PROJECT PROFESSIONALS:

OWNER: BILLING PROPERTY LLC
LARRY BILLING 810-430-1906

ARCHITECT: LITTLE & ASSOCIATES - ARCHITECTS
JIM LITTLE 626-437-4207
jim@little-arch.com Email

MEP ENGINEER: INSIGHT ENGINEERS
FALLON LEE 501-166-0333

CIVIL ENGINEER: TRALAN ENGINEERING
MICHAEL BOGGS 810-759-1694

STRUCTURAL ENGINEER: SMITH ENGINEERING
MICHAEL SMITH 901-647-1069

GENERAL CONTRACTOR:

ABBREVIATIONS	
1	FOOT
2	INCHES
3	NUMBER
4	PERCENT
5	AT
6	ANCHOR BOLT
7	ACI
8	AMERICAN CONCRETE INSTITUTE
9	ACI
10	ACI
11	ACI
12	ACI
13	ACI
14	ACI
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99	ACI
100	ACI

SHEET INDEX	
C	COVER SHEET
ARCHITECTURAL:	
A1	FLOOR PLAN/SCHEDULES
A2	ELEVATIONS
STRUCTURAL:	
S1	FOUNDATION PLAN/DETAILS
S2	FRAMING PLAN/DETAILS
MEP:	
E1	ELECTRICAL GEN NOTES
E2	LIGHTING
E3	POWER
E4	DETAILS
E5	SCHEDULES
M1	MECHANICAL GEN NOTES
M2	HVAC
M3	DETAILS SCHEDULES
P1	PLUMBING GEN NOTES
P2	SANITARY SEWER
P3	WATER
P4	DETAILS SCHEDULES
CIVIL:	
1	TITLE
2	NOTES SPECIFICATIONS
3	TOPOGRAPHIC SURVEY
4	SWPPP/DEMO
5	SITE DIMENSION PLAN
6	GRADING AND DRAINAGE
7	SITE UTILITY PLAN
8	SWPPP DETAILS
9	SITE CONSTRUCTION DETAILS
10	SITE CONSTRUCTION DETAILS

MATERIAL LEGEND	
	FACEBRICK
	MASONRY BLOCK
	PLYWOOD
	WOOD (FINISH OR STUD WALL)
	WOOD (BLOCKING)
	INSULATION (BATT)
	INSULATION (RIGID)
	GYP. BOARD OR PLASTER
	METAL
	METAL STUDS
	CONCRETE

SYMBOL LEGEND	
	SECTION
	DETAIL
	OPENING
	GENERAL NOTE
	LEVEL CHANGE
	NORTH ARROW
	WALL
	WALL ELEVATION
	FIXTURE

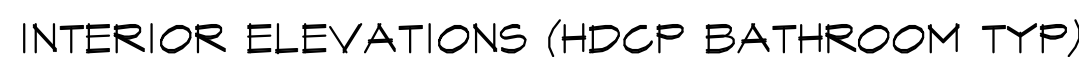
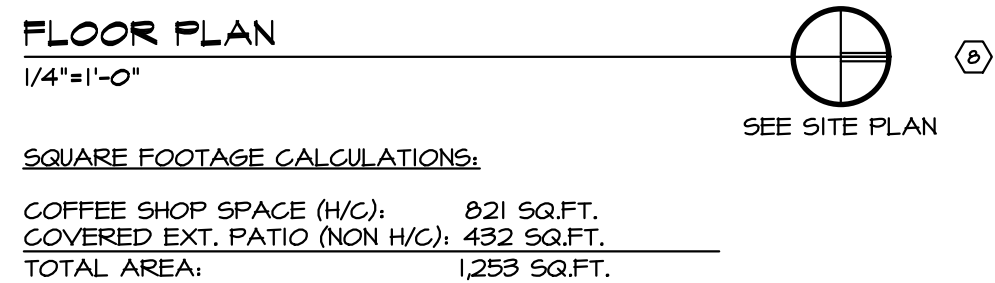
COVER SHEET

NEW COFFEE SHOP FOR:
SHADRACKS
7677 HIGHWAY 64
LAKELAND, TN 38002

COMM. NO.:
DATE: 06/08/2021
FILE:
FLOT:

501 UNION
JONESBORO, AR
(870) 430-3813 TEL
(870) 430-3820 FAX
littlearch@global.net

811
Know what's below.
Call before you dig.
Arkansas One Call



* ALL ACCESSORIES MOUNTED TO SOLID BLOCKING
 & LOCATED PER ADA REQ.

NOTE:

1. ROUGH-IN BY PLUMBING CONTRACTOR, EQUIPMENT PROVIDED BY KITCHEN EQUIPMENT CONTRACTOR INSTALLATION & CONNECTION BY PLUMBING CONTRACTOR THIS CONTRACT - NOTE: PLUMBING CONTRACTOR TO OBTAIN KITCHEN EQUIPMENT SPECIFICATIONS & INSTALL COORDINATE EQUIPMENT PER SPECIFICATIONS & KITCHEN EQUIPMENT CONTRACTOR'S REQUIREMENTS
2. ATTACHED HOOD TO MTL STUD WALL & FROM BAR JOIST'S ABV - VERIFY w/ KITCHEN EQUIPMENT CONTRACTOR

REMARKS	INTERIOR FINISH SCHEDULE
(1) USE 1/2"TK TYPE "WR" GYP BD @ WET-WALLS ONLY THIS ROOM	

WINDOWS				
10	3'-0"	1'-8"	ALUM	ANODIZED FRAME - SEE EXTERIOR ELEVATIONS
11	3'-0"	1'-8"	ALUM	ANODIZED FRAME - SEE EXTERIOR ELEVATIONS
12	5'-0"	5'-8"	ALUM	ANODIZED FRAME - SEE EXTERIOR ELEVATIONS
13	10'-6"	10'-0"	ALUM	ANODIZED FRAME - SEE EXTERIOR ELEVATIONS
14	5'-0"	5'-8"	ALUM	ANODIZED FRAME - SEE EXTERIOR ELEVATIONS

OPENING ELEVATIONS

3'-0"

7'-0"

FLUSH

HM INSUL
ENTRANCE DR

HM FR

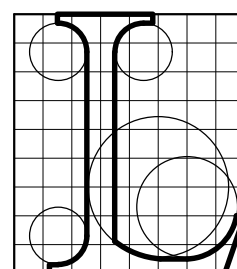
(A) 1, 2, 3

**FLOOR PLAN, WALL SECTION
& SCHEDULES**

NEW COFFEE SHOP FOR:
SHADRACHS
7677 HIGHWAY 64
LAKELAND, TN 38002

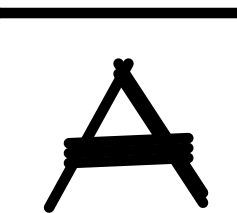
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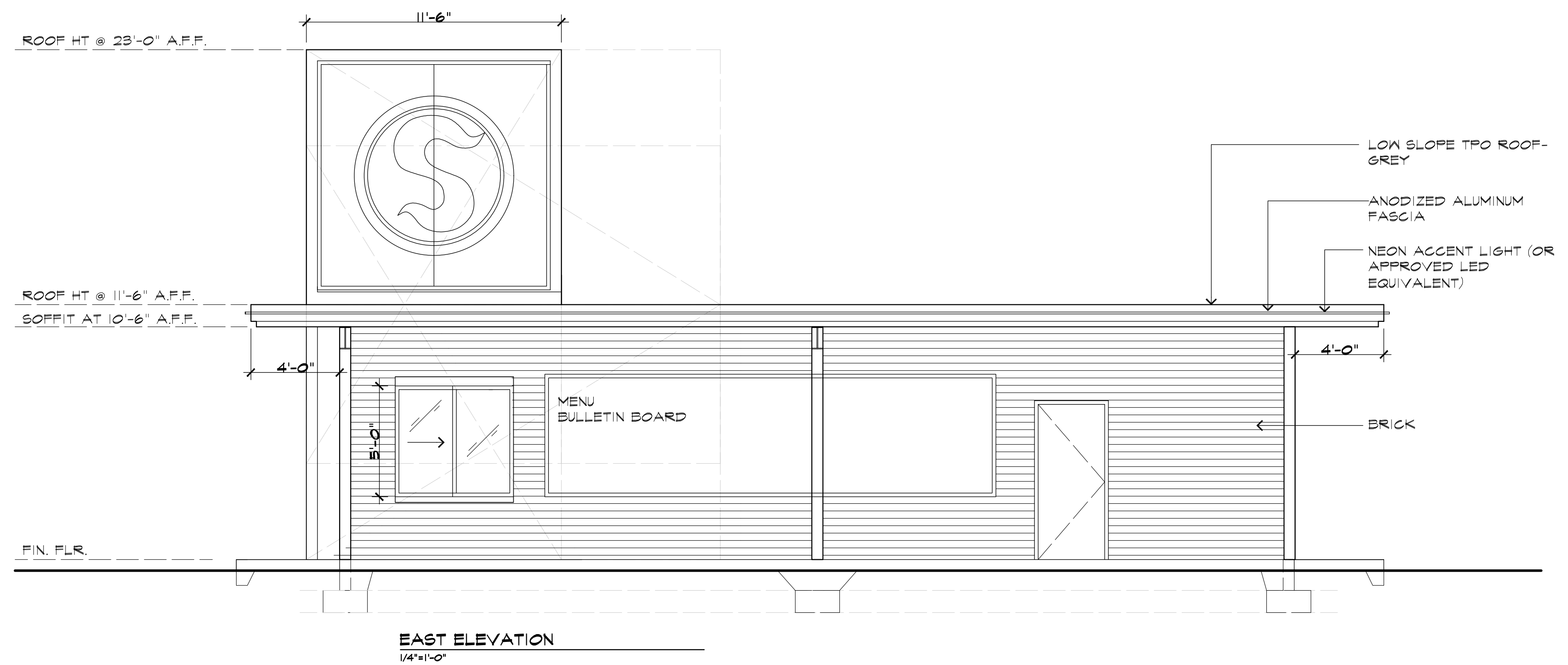
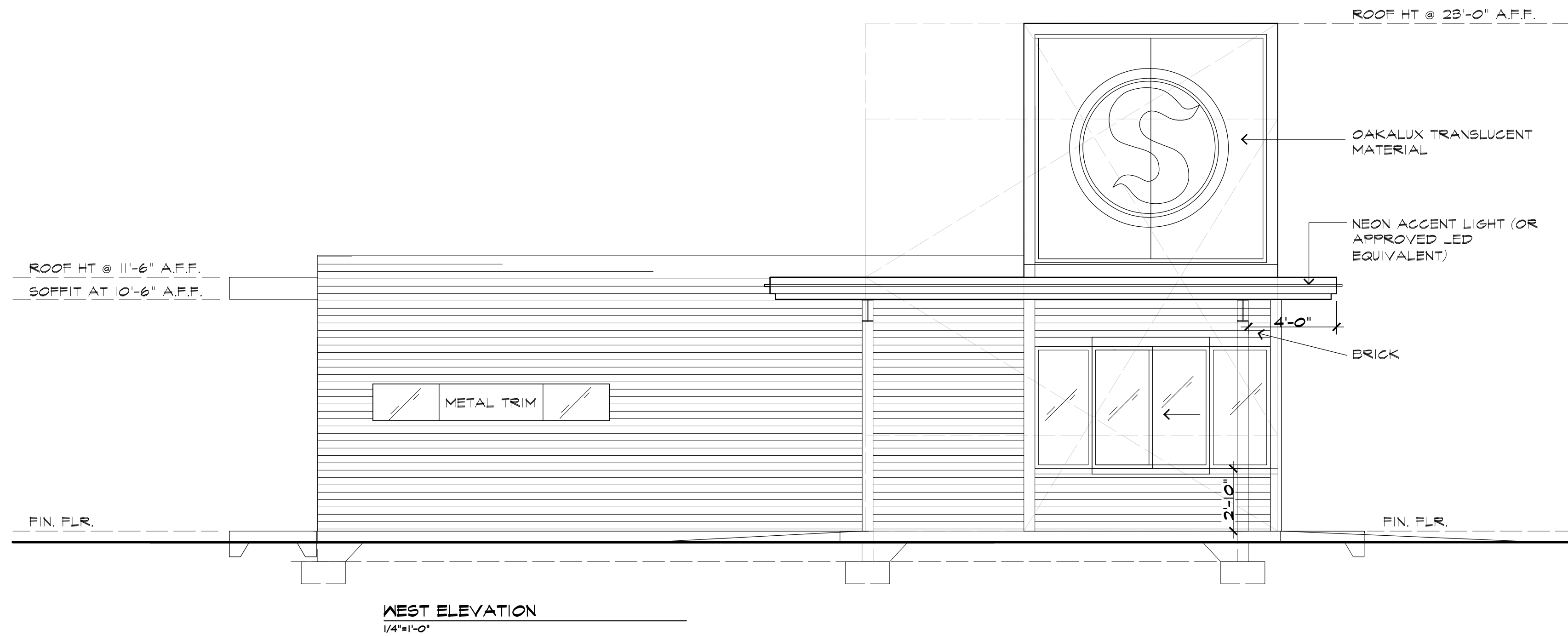
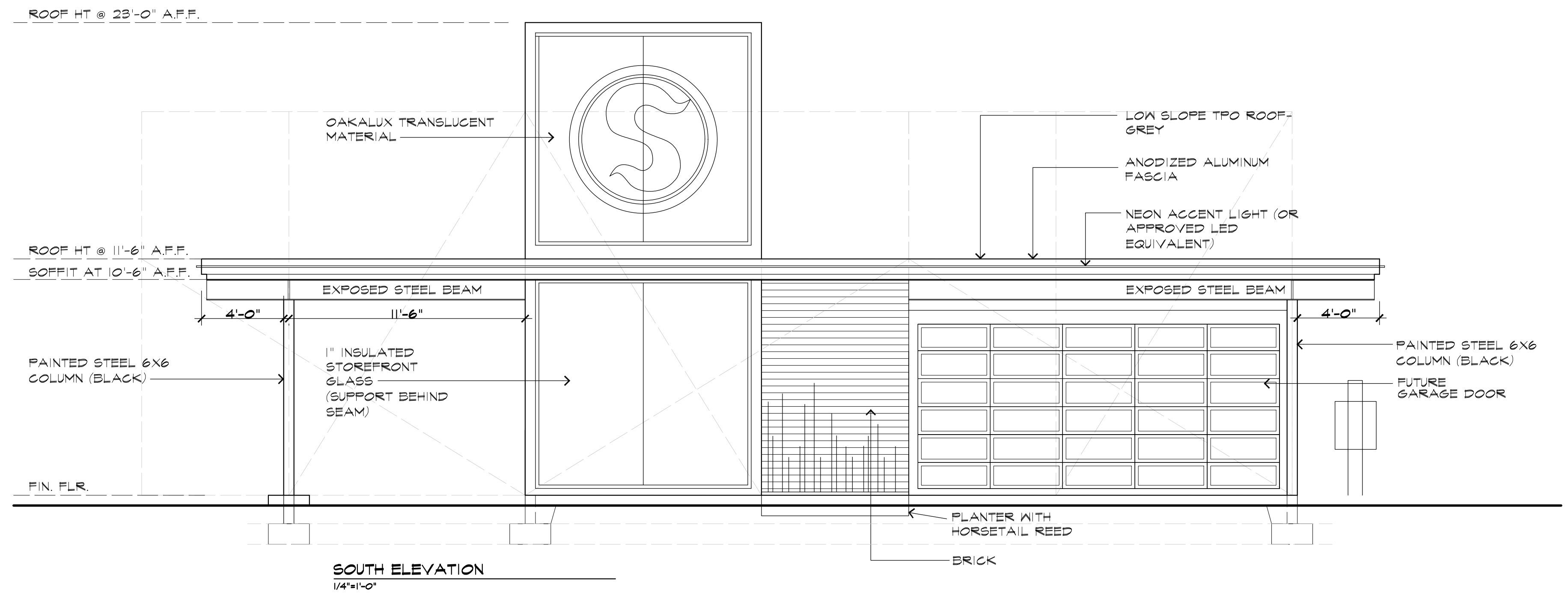
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DATE : 06/08/202
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LITTLE & ASSOCIATES
ARCHITECTS

501 UNION
JONESBORO, AR
(870) 930-3813 TEL
(870) 930-3820 FAX
littlearch@sbcglobal.net





EXTERIOR ELEVATIONS

NEW COFFEE SHOP FOR
SHADRACHS
1671 Highway 64
LAKELAND, TN 38002
COMM. NO.:
DATE: 06/08/2021
FILE:

LITTLE & ASSOCIATES
ARCHITECTS

501 UNION
JONESBORO, AR
(870) 430-3913 TEL
(870) 430-3820 FAX
littlearch@ebcglobal.net

A2

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on approval of an amendment to Preliminary Development Plan at 3304 Canada Road – The Lake District.

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff is withholding a recommendation due to the design nature of the request but does recommend the following conditional if the MPC recommends approval to the BOC.

- 1) At least 2 stubs be provided to the rear of the townhome development to allow residents the option of walking to the commercial frontage.
- 2) All lighting must meet MLGW specifications prior to installation.
- 3) Upon approval, a complete updated digital copy of the PDP will be provided to City Staff before any additional approvals for/or within the Lake District are issued, this includes but is not limited to PDP amendments, Final Plats, or building permits

DISCUSSION

SITE INFORMATION:

LOCATION: 3304 Canada Road

PARCEL ID: L0159 00595, L0159Q A00001-A00014

ZONING: C2 (Regional Business) with PD Overlay

LOT SIZE: 160 acres

APPLICANT/OWNER: Yehuda Netanel, Lake District, LLC.

REPRESENTATIVE: David Smith, A2H, Inc.

Background

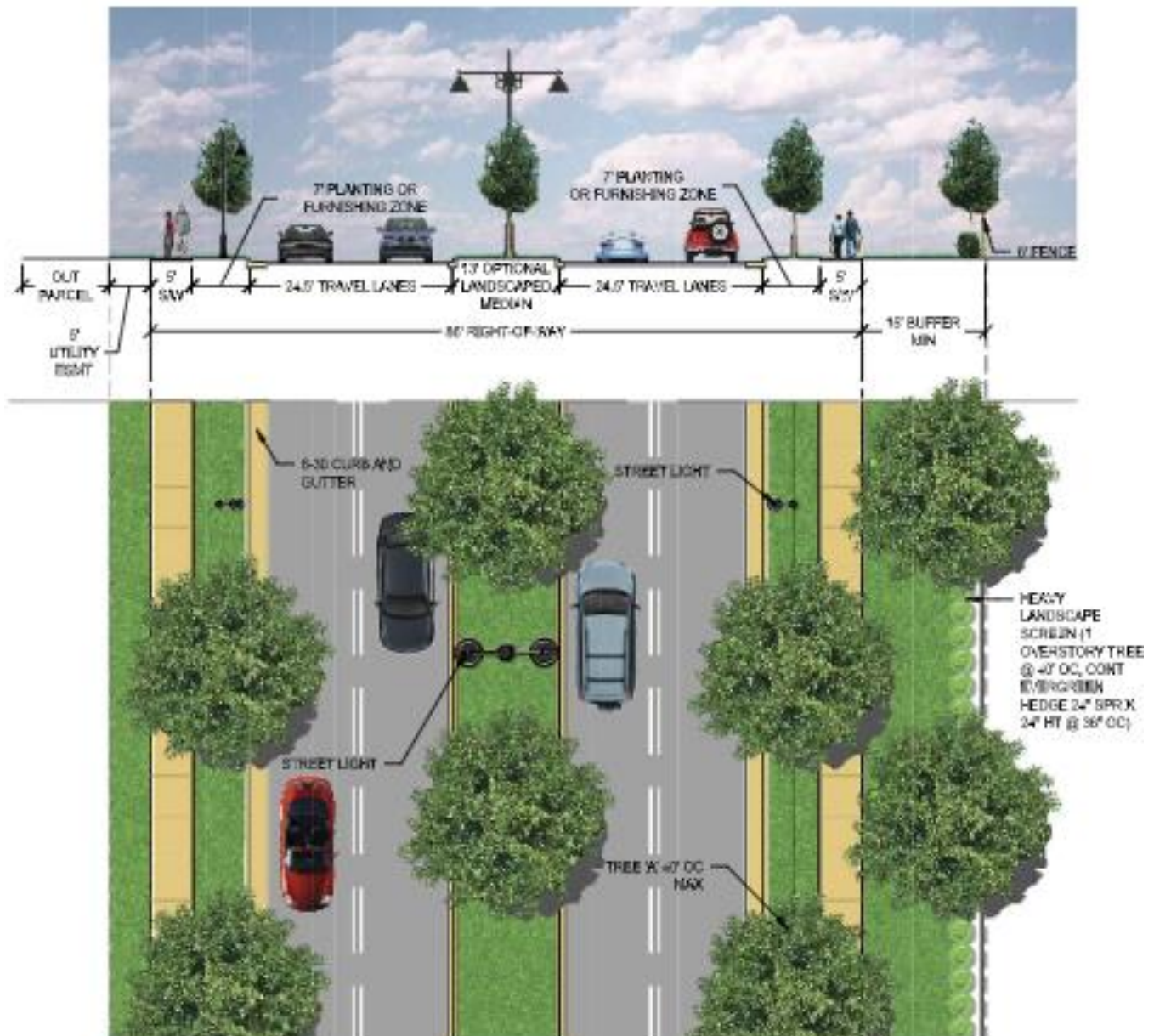
The Lake District Outline Plan was approved by the MPC/DRC on 5/19/2016 and by the BOC on 6/9/2016. The Preliminary Development Plan (PDP) was approved by MPC/DRC on 10/18/2018 and BOC on 11/8/2018. The construction plans for Phase 1 infrastructure were approved on 9/4/19.

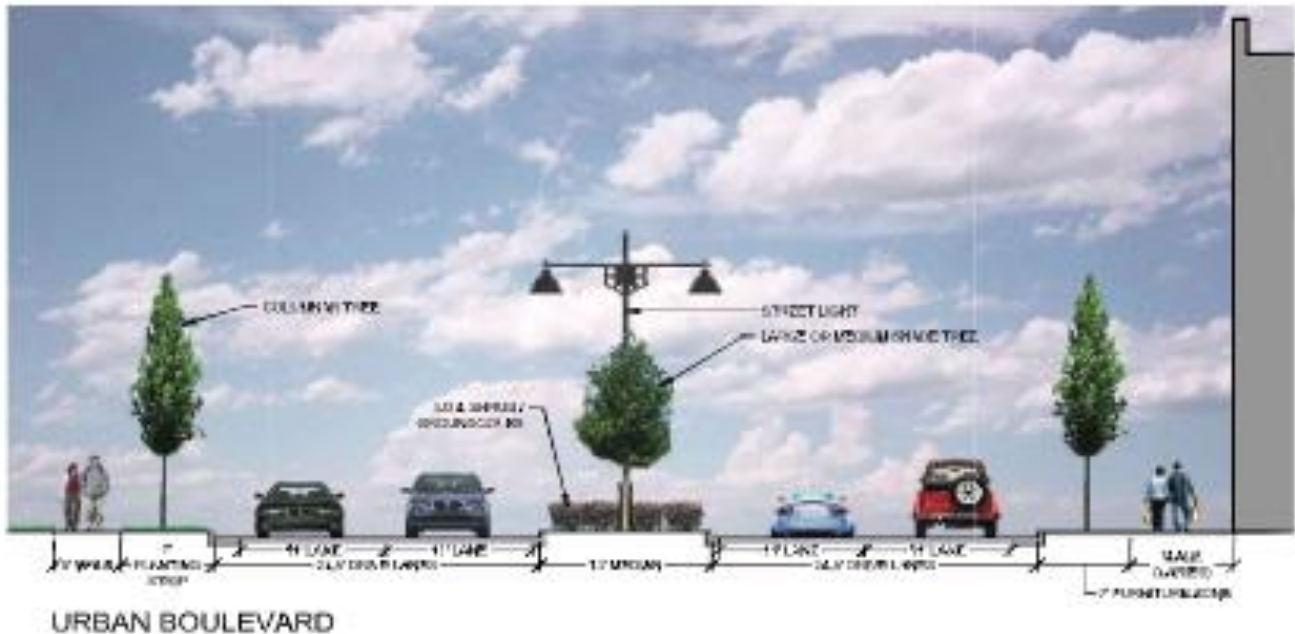
Walking Path

The applicant is proposing a minor change to the location of the sidewalk. The proposed amendment will allow the sidewalk to meander through a portion of the open space that backs the Willows (townhomes). The current approved plans provide sidewalks behind the planting strip in a traditional context. Staff would recommend at least sidewalks into the rear of the townhomes to allow residents to walk to the commercial uses if desired.

Below are the current approved landscape plates and street cross sections.

URBAN BOULEVARD WITH ADJACENT RESIDENTIAL & HEAVY LANDSCAPE SCREEN PLATE

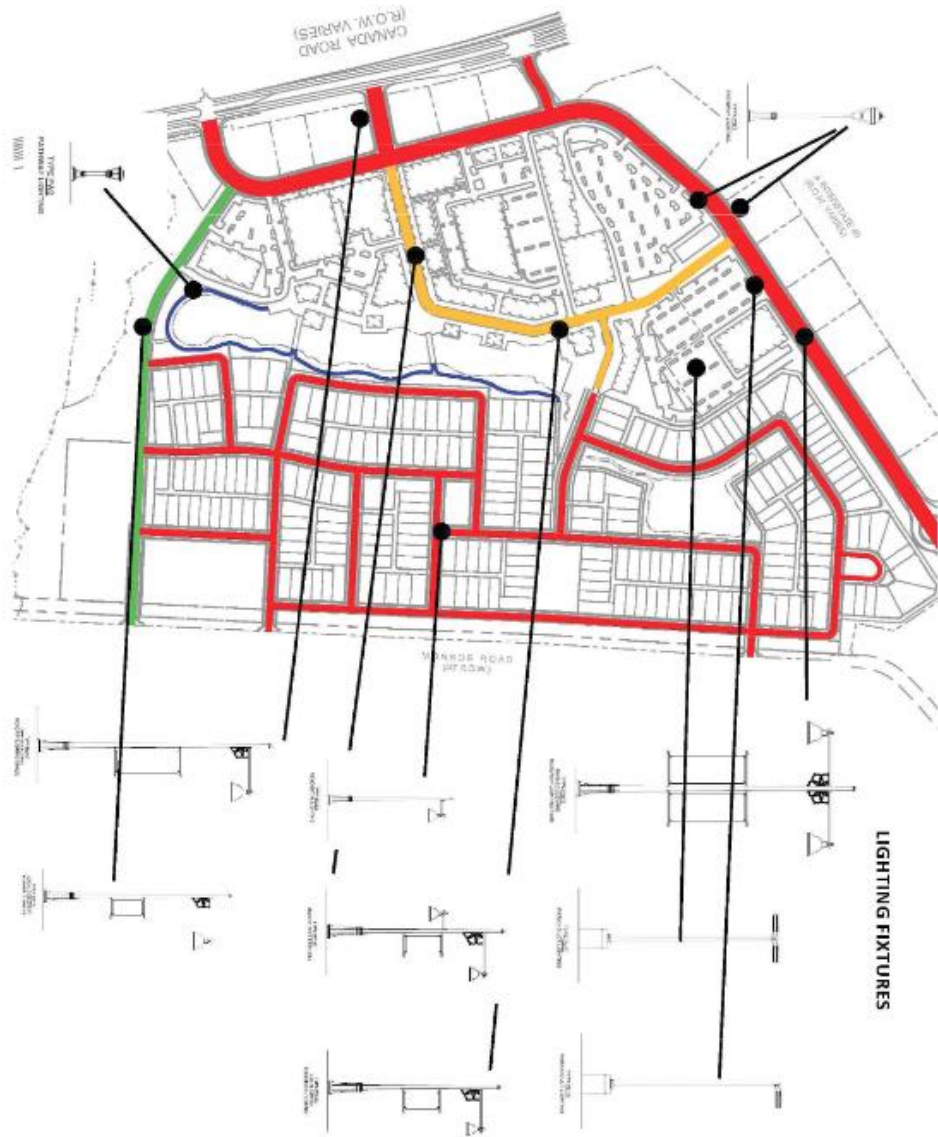




Steet Lighting Fixtures

The following pages included the currently proposed street lights fixtures. The proposed changes transitions from a more decroitive style to a style more typical of modern street lights. Any light that is installed must be reviewed and approved by MLGW for compliance for their standards.

EXHIBIT U - LIGHTING FIXTURES



THE LAKE DISTRICT

October 15, 2015
© 2015 AEC - Engineers - Architects - Planners

PRELIMINARY DEVELOPMENT PLAN
THE LAKE DISTRICT

PROPOSED (EXAMPLE) MOTIONS:

1. To recommend approval of the amendment to Preliminary Development Plan for the Lake District Planned Development with the following conditions:
 - a. Commission's discussion.
 - b. Staff comments and conditions in the staff report
2. To recommend approval of the amendment to Preliminary Development Plan for the Lake District Planned Development without conditions.
3. To recommend denial of the amendment to Preliminary Development Plan for the Lake District Planned Development.
 - a. State the reason for denial



CITY OF LAKELAND
Application for Planned Developments

Case No. _____	Date of Application <u>05/20/2021</u>
Name of Applicant <u>Yehuda Netanel, Lake District LLC</u>	
Address <u>5959 TOPANGO CANYON BLVD, WOODLAND HILLS, CA 91367</u>	
Daytime Telephone Number <u>818-917-3537</u>	Fax Number _____
Name of Property Owner <u>Lake District LLC</u>	
Address <u>5959 TOPANGO CANYON BLVD</u>	Telephone Number <u>818-917-3537</u>
Name of Project Planning/Engineering Firm <u>A2H, Inc.</u>	
Name of Project Manager or Contact Person <u>David Smith</u>	
Address <u>3009 Davies Plantation Road, Lakeland, TN 38002</u>	
Telephone Number <u>901-237-9182</u>	Fax Number _____
E-mail <u>davids@a2h.com</u>	
Name of Planned Development <u>The Lake District</u> Parcel ID# _____	
Site Location <u>Southeast corner of I-40 / Canada Road</u>	
Site Acreage <u>160</u>	Zoning District(s) <u>C-2 (PD)</u>
Proposed Use(s) <u>Mixed Use (PDP Amendment)</u>	
Proposed Number of Lots/Dwelling Units <u>NA</u>	Proposed Gross Floor Area <u>NA</u> Sq. ft.
Multiple Phases? <u>Yes</u>	If yes, total number of phases and schedule <u>Amendment Request</u>
Approval requested: ☐ Outline Plan ☒ Preliminary Development Plan ☐ Final Development Plan	



May 20, 2021

Mr. Shane Horn
City Manager
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002

Mr. Horn,

We are pleased to submit a Planned Development amendment for the Lake District. The amendment contained within the application includes two separate parts and described as follows:

There are two separate topics included in this amendment request:

1. Relocate the sidewalk along the south side of Lake District Drive adjacent to the Phase 9 townhomes. As shown in the attached exhibit, the revised sidewalk would meander through the common open space to create a more interesting, pleasant experience for pedestrians. All currently approved connections would remain intact.
2. Redefine the allowable locations for light fixture types along roadways throughout the Lake District.

Exhibit U would be replaced to focus specifically on roadway and parking lot lighting. Individual tenant lighting would continue to be regulated by the Lake District Architectural Lighting guidelines found in the Lake District Design Guideline Manual.

A more detailed description of each part of the amendment is attached. We would like to submit this amendment application for consideration at the next available MPC for a recommendation to the BOC.

Please let me know if you have any questions or require additional information.

Sincerely,

David Smith, Ph.D., PE
A2H, Inc.

Amendment 1

Relocate the sidewalk along the south side of Lake District Drive adjacent to the Phase 9 townhomes.

Exhibit R of the approved PDP designates pedestrian routes and connectivity throughout the Lake District. As shown, pedestrian routes along Lake District Drive are designated as sidewalks within the public right of way.

The presence of common open space within Phase 9 adjacent to Lake Main Boulevard presents an opportunity to raise the quality of the pedestrian experience in that area. As shown in the attached concept plan, the sidewalk would wind through the common open space among the landscaping to create this elevated pedestrian environment. In addition, sidewalks within the common open space and throughout the Lake District would have the option to use colored concrete to further enhance the pedestrian routes. Materials used for sidewalks would be approved as part of the construction plans in each phase.

If the PDP amendment is approved by the Board of Commissioners, the applicant shall:

- Replace all PDP exhibits to show the new pedestrian alignment on the base file.
- Place a 10-foot wide public pedestrian easement along the sidewalk route through the Common Open Space. The easement would be added as part of the Final Development Plan and recorded with the Shelby County Register.

Amendment 2

Redefine the allowable locations for light fixture types along roadways and in parking lots throughout the Lake District.

The intent of this amendment is to promote consistent lighting levels and aesthetic style within vehicular areas of the Lake District. The existing plan provides for separate lighting styles for parking lots, roadways, and architectural building lighting. After further review of the design intent regarding lighting, the project designers are forwarding this amendment to create a more consistent style for all areas where vehicles are prominent. Specifically, the roadway light fixture would match the parking lot light fixture.

Architectural building lighting standards will not change and would continue to be regulated by the Lake District Design Guidelines lighting section.

The specific PDP amendments for lighting include the following:

1. Added text to the conditions of approval

Lake District Preliminary Development Plan
X. Design Guidelines

- Lighting

Existing text:

Site Lighting will generally comply with the intent of the photometric plan as presented which may exceed standards defined under III Zoning regulations, section 13-Site Lighting Requirements.

The mounting height of a light fixture shall be measured from the center of the lamp to the finished grade or surface immediately below the light fixture. Lake District Drive is primarily illuminated by fixtures that are 25 feet to the optics as allowed by the lighting regulations. This includes a section on the North side that is adjacent to the back side of a residential property and is within 150 feet of the property line. This violates Section 13, Part C, 4, c. However, the fixtures create virtually zero trespass lighting on most of the properties. A few properties experience trespass lighting that is very low and meets the limits of Part I, 3. Should the exemption not be allowed, the fixture height would be decreased and the quantity increased, changing the lighting theme from that on the rest of the main boulevard. This violates the spirit of maintaining a theme throughout the development.

Proposed text to be added to the existing text:

Architectural lighting standards are outlined in the Lake District Design Guidelines. These regulations provide guidance for individual users/tenants to be consistent with an overall theme for properties within the Lake District.

Separately, Exhibit U in this PDP document describes lighting for public roadways and lighting within parking lots. The intent of these lights is to provide a uniform lighting level that reduces both hot spots and dark areas to promote visibility and safety.

2. Exhibit U would be replaced with the attached exhibit.

The exhibit describes the allowable locations and styles for lighting within parking areas and along roadways.

Amendment 1: Concept Plan

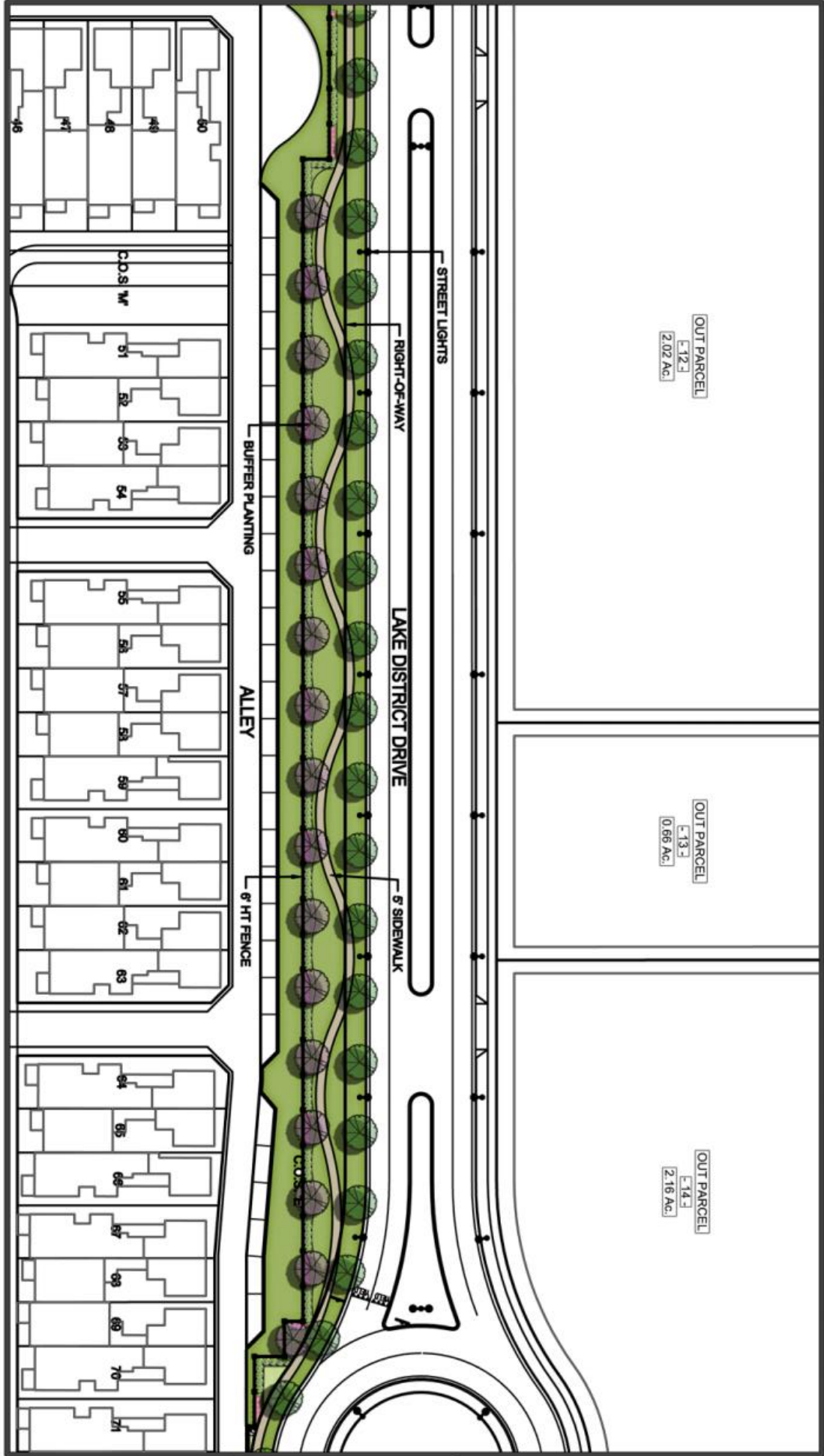
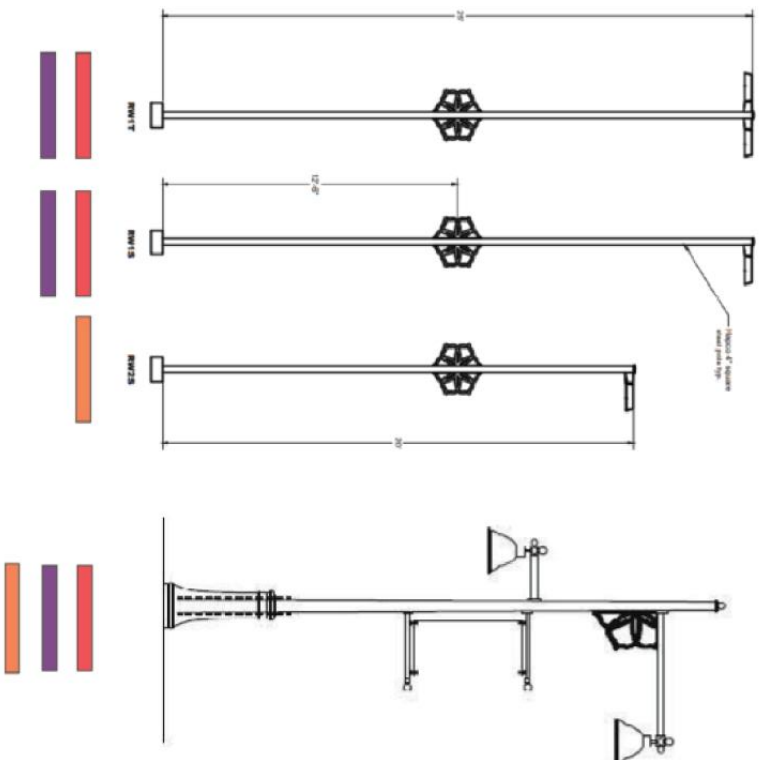


EXHIBIT U - ROADWAY LIGHTING FIXTURES



The lighting standard described in this exhibit shall be permitted in all vehicular parking areas as well as the roadways as labeled.

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on approval of Preliminary Development Plan at Old Brownsville Road
– Heathfield on Scott’s Creek.

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff recommends approval without conditions.

DISCUSSION

SITE INFORMATION:

LOCATION: Highway 70 and Old Brownsville Road

PARCEL ID: Part of L0150 00541

ZONING: AG (Agricultural) with PD Overlay

LOT SIZE: 65.98 acres

OWNER: Seed Tick, LLC.

APPLICANT: Arbor View Development, LLC

REPRESENTATIVE: Brandon Young, McCarty Granberry Engineering

BACKGROUND:

Heathfield at Scotts Creek is a planned residential development having a combined area of 79.61-acres. The subject property is located north of US Highway 70 and is bound to the east by the Lakeland Meadows PD, the west by Board of Education and Gilliland Group Properties, and the north by Old Brownsville Road. Arbor View Development, LLC intends to develop the combined 79.61-acre property as a planned residential development offering 118 single-family residential lots with 24.91-acres or 37.15% of the site reserved for common open space. The outline plan was approved by the Board of Commissioners in March of 2021.

DISCUSSION ITEMS:

The outline plan was approved with conditions. Below you will find an update on those conditions.

- 1) Cluster mailbox locations shall be approved by MPC/DRC prior to installation.
 - a. Staff will continue this condition for the PDP approval to ensure the MPC/DRC sees these items prior to installation.
- 2) Traffic Impact Study must be submitted prior to any PDP being approved by the MPC.
 - a. Submitted to staff and being reviewed.

- 3) The Seed Tick Street Type Standard shall be the same as those approved in the Lakeland Meadows PD.
 - a. PDP was updated to reflect this concern.
- 4) The walking trail will be a 10' wide paved trail that is maintained by the HOA.
 - a. PDP was updated to reflect this concern.
- 5) Approval of landscaping plate for evergreen screening prior to approval of any PDP.
 - a. Added to exhibit O(5) & O(6) for MPC review.
- 6) The minimum lot size for Suburban Estate lots is 17,500 square feet.
 - a. PDP was updated to reflect this concern.
- 7) That the Seed Tick Extension be completed as warranted by the traffic study or the development of The Meadows.
 - a. The traffic study is under review.

Requested Notes:

Staff requested the following notes be added to the PDP and the developer/representative added them to the PDP:

- 1) Exhibits, attached herein, shall be considered regulatory and requirements of the development unless expressly overridden by text provided in the PDP.
- 2) If amendments are made at any time to this PDP, a complete PDP shall be submitted to the City at the initial MPC submittal deadline, or the amendment will not be placed on the MPC agenda. Upon final approval by the MPC and BOC, a final copy of the PDP shall be provided to the Planning Department, reflecting any amendments made at the MPC and BOC meetings.
- 3) Any cluster mailbox shall be of a decorative style and be landscaped. The DRC and USPS shall approve any cluster mailboxes and landscaping prior to installation.

Analysis:

Does the Preliminary Development Plan substantially conform with the Heathfield at Scott's Creek Planned Development?

Yes, the overall configuration of roads, lots, and utility infrastructure substantially conform with the planned development proposed and approved in March of 2021.

PROPOSED (EXAMPLE) MOTIONS:

1. To recommend approval of the Preliminary Development Plan for Heathfield on Scott's Creek Planned Development with the following conditions:
 - a. Commission's discussion.
 - b. Staff comments and conditions in the staff report
2. To recommend approval of the Preliminary Development Plan for Heathfield on Scott's Creek Planned Development without conditions.
3. To recommend denial of the Preliminary Development Plan for Heathfield on Scott's Creek Planned Development.
 - a. State the reason for denial

HEATHFIELD ON SCOTT'S CREEK

LAKELAND, TN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATHFIELD ON SCOTT'S CREEK EXHIBIT X

OWNER/DEVELOPER



ENGINEER



LANDSCAPE ARCHITECT



TABLE OF CONTENTS

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR HEATHFIELD ON SCOTT'S CREEK

	PAGE NO.
ARTICLE I – MEMBERSHIP	
ARTICLE II – DEFINITIONS	
ARTICLE III – PROPERTY	
Section 1. Property Subject to Declaration.....	3
Section 2. Storm Water Detention Areas.....	3
Section 3. Drainage.....	3
Section 4. Soils.....	3
ARTICLE IV – VOTING RIGHTS	
Section 1. Voting.....	3
Section 2. Proxies.....	4
Section 3. Quorum.....	4
ARTICLE V – PROPERTY RIGHTS AND EASEMENTS	
Section 1. Owner's Easement of Enjoyment of Common Area.....	4
Section 2. Delegation of Use.....	5
Section 3. Title to the Common Area.....	5
Section 4. Easements.....	5
ARTICLE VI – CONTROL OF IMPROVEMENTS	
Section 1. Control of Improvements.....	5
Section 2. Landscape Treatment of Common Areas.....	6
Section 3. Certificate of Compliance.....	6
Section 4. Compliance with Building Codes.....	7
Section 5. Non-Liability.....	7
ARTICLE VII – PROPERTY MAINTENANCE	
Section 1. General Maintenance.....	7
Section 2. Damaged or Destroyed Improvement.....	8
ARTICLE VIII – USE RESTRICTIONS	
ARTICLE IX – TERM OF DECLARATION	
ARTICLE X – COVENANTS FOR ASSESSMENTS	
Section 1. Creation of the Lien and Personal Obligation for Assessments.....	13
Section 2. Purpose of Regular and Special Assessments.....	13
Section 3. Regular Assessments.....	14

Section 4.	Special Assessments.....	14
Section 5.	Emergency Assessments.....	15
Section 6.	Pro Rata Assessment.....	15
Section 7.	Quorum for Any Action Authorized Under Sections 3 and 4.....	15
Section 8.	Date of Commencement of Annual Assessments – Due Dates.....	15
Section 9.	Effect of Non-Payment of Assessments.....	15
Section 10.	Fine.....	17
Section 11.	Acceleration of Installments.....	17
Section 12.	Subordination of the Lien to Mortgage.....	17
Section 13.	Additional Default.....	17
Section 14.	Exempt Property.....	17

ARTICLE XI – LEASING PROHIBITION

ARTICLE XII – ENFORCEMENT OF DECLARATION

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Section 1.	Liability of Association.....	16
Section 2.	Severability of Covenants, Conditions and Restrictions.....	16
Section 3.	Gender and Grammar.....	16
Section 4.	Amendment.....	16
Section 5.	Condemnation, Destruction or Termination of the Common Area.....	19
Section 6.	Contract for Property Management.....	20
Section 7.	Rights of Mortgage Holders, Insurers or Guarantors.....	20
Section 8.	Easements for Utilities and Related Purposes.....	20
Section 9.	Grant of Easement.....	20
Section 10.	Insurance.....	21
Section 11.	Notices.....	21
Section 12.	Expansion by Developer.....	21
Section 13.	Additional Restrictions.....	21
Section 14.	Homeowner’s Right of Action against Developer.....	22
Section 15.	Term of Developer’s Control of the Association.....	22

EXHIBIT A – HEATHFIELD ON SCOTT’S CREEK SECTION A FINAL PLAT

EXHIBIT B – HEATHFIELD ON SCOTT’S CREEK SECTIONS B-__ PRELIMINARY PLATS

EXHIBIT C – HEATHFIELD ON SCOTT’S CREEK MASTER PLAN FOR SECTIONS A-__

EXHIBIT D – THE BYLAWS OF HEATHFIELD ON SCOTT’S CREEK HOMEWONERS’ ASSOCITAION INC.

EXHIBIT E – THE ARTICLES OF INCORPORATION FOR THE ASSOCIATION

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HEATHFIELD ON SCOTT'S CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HEATHFIELD ON SCOTT'S CREEK, ("Declaration") is hereby made and is effective as of the ____ day of _____ 2020 by Heathfield Development, LLC, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Developer, is the owner of the Property described on Exhibit "A" attached hereto located in Shelby County, Tennessee known as Heathfield on Scott's Creek Section A, ("Subdivision") as shown on the final plat of record in Book ____ Page ____ in the office of the Register of Deeds of Shelby County, Tennessee ("Final Plat"); and

WHEREAS, the Developer hereby adopts these covenants for the purposes set forth herein below.

NOW, THEREFORE, Developer hereby declares that the Property defined herein below shall be held, sold and conveyed subject to these covenants, which shall run with the Property and be binding on all parties hereto or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner of a Lot in the Subdivision.

The recitals are not merely introductory statements but are covenants and agreements of this Declaration.

ARTICLE I: MEMBERSHIP

Every Owner of a Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an ownership interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

ARTICLE II: DEFINITIONS

"Assessments" shall mean those levies and assessments, which each Owner of a Lot agrees to pay to the Association pursuant to Articles VII and X hereof.

"Association" shall mean and refer to the Heathfield On Scott's Creek Homeowners' Association Inc., its successors and assigns.

“Board of Directors” shall mean and refer to the Heathfield On Scott’s Creek Homeowners’ Association Inc., its successors and assigns.

“Common Area” shall mean all real property (including the Improvements thereto) owned by the Association, its successors and assigns for the common use and enjoyment of the Members of the Association, its respective guests and invitees. The Common Area to be owned by the Association originally shall be all of the Property (including any additions thereto) not included in the legal description of the Lots and dedicated roads. To the contrary herein notwithstanding, the Areas shown as Community Open Space, Neighborhood Open Space and the green belt areas along the one hundred foot right of ways on the Heathfield on Scott’s Creek Master Plan, as shown in the attached Exhibit "B", shall also be Common Area. Likewise, any entry features, structures, irrigation, and landscaping thereon shall also be maintained by the Association as Common Area. Such easements, entry features and structures shall be referred to herein as Common Area even that area might be contained within the boundaries of Lots. “Common Area” shall be synonymous with “Common Open Space, C.O.S., and Community Open Space” for purposes of this Declaration.

“Declarant” shall mean Vandelay Development Company, LLC, its successors and assigns. “Declarant” shall be synonymous with “Developer” for purposes of this Declaration.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions, together with any supplement or amendment filed hereto, as this Declaration, may from time to time, be amended in accordance with its terms.

“Fine” shall mean the definition set forth in Article X, Section 10, below.

“Improvements” shall mean the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lay entirely within said Lot. In the event that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements intended for a particular Lot lies outside that Lot, then the Association may establish an easement of use which shall apply thereto in favor of the Lot on which the Improvements were intended.

"Lot" shall mean and refer to one of the Lot(s) as shown on the Preliminary Plat attached hereto as Exhibit "A", reference being made to the Warranty Deeds conveying individual Lot(s) for an exact description of said Lot(s). For purposes hereof, Lot(s) shall not include Lot(s) shown as Open Space on the Preliminary Plat or the Master Plan.

“Member” shall mean and refer to every person or entity that holds membership in the Association.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation ("the Mortgagee"), provided that if the Mortgagee shall succeed to title to a Lot, then the Mortgagee shall be an Owner for purposes hereof.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

"Property" or "Properties" shall mean and refer to that real property known as Heathfield on Scott's Creek Section A described in Exhibit "A" attached hereto and additions thereto as may hereafter be brought within the jurisdiction of the Association. Heathfield On Scott's Creek Sections B-_____ as shown on the Master Plan as Exhibit "B" may be added by subsequent final plat and amendment to this Declaration.

ARTICLE III: PROPERTY

Section 1. Property Subject to Declaration. That certain real property which is, and shall be held, sold, conveyed and occupied subject to this Declaration located in Lakeland, Shelby County, Tennessee, and which is more particularly described as Heathfield on Scott's Creek Section A in Exhibit "A" attached hereto and made a part hereof.

Section 2. Storm Water Detention Areas. The Storm Water Detention Areas on the Common Open Spaces ("C.O.S.") are and shall be private improvements, and have not been dedicated to the City of Lakeland, or any other governmental body. By remaining private, the responsibility for payment of landscape maintenance and repair expenses for said Storm Water Detention Areas shall be the primary responsibility of the Homeowner's Association.

Section 3. Drainage. The Developer makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned Lots since said inundation can be expected with rainfall that exceeds the normal standards.

Section 4. Soils. While Developer has made every attempt to ensure proper compaction and soil conditions, there may exist unsuitable soil conditions that were not discovered during the construction process. It is the sole responsibility of each lot owner or builder to examine their lot for the stability of soils to carry the anticipated loads.

ARTICLE IV: VOTING RIGHTS

Section 1. Voting. The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned, except for the Developer, which shall be entitled to ten (10) votes for each Lot owned by it until ninety percent (90%) of the Lots in the Subdivision, including any additions added thereto, have been sold, at which time Developer shall be entitled to only one (1) vote for each Lot owned by

it. When more than one (1) person holds any interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as the Owners of such Lot shall determine, but in no event shall there be more than one (1) vote with respect to each Lot except as provided herein.

At every meeting of the Association, the Members shall have the right to cast their votes as specified herein on each question. The votes representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of any statute or ordinance or of the corporate Charter or this Declaration or the Bylaws, a different vote is required, in which case such express provision shall govern and control. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors of the Association, whose Lot is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or more than fifteen (15) days in default under any of the terms, covenants, conditions, restrictions or any other provisions contained herein.

Section 2. Proxies. A Member may appoint any other Member or any other person permitted by law or by the Bylaws as his proxy. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 3. Quorum. The presence, either in person or by proxy, of at least fifty percent (50%) of the total votes of the Property entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Association. If the number of votes eligible to be cast drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE V: PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easement of Enjoyment of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, each Owner's easement being appurtenant to and passing with the title to each Lot. Such easements shall be subject to such rules, regulations, rights, and the Association, including but not limited to, the following provisions, may establish restrictions of use as from time to time:

- A. The right of the Association to limit the number of guests of Members in the use of the Common Area.
- B. The right of the Association to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof to have the Common Area mortgaged by the Association.

- C. The right of the Association to have all or any part of the Common Area dedicated or transferred by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association.
- D. The right of the Association to suspend this right and easement of enjoyment and to fine a Member for any period during which any assessment against his Lot is delinquent, or during which a Member is in violation of published rules and regulations adopted by the Association.
- E. The right of the Association to adopt rules and regulations pertaining to the Common Area for the benefit of the Owners.

Section 2. Delegation of Use. Any Member may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area facilities to the members of his family or contract purchasers, all of whom must reside on the Property.

Section 3. Title to the Common Area. Fee simple title to the Common Area shall be vested in the Association. Quit Claim Deed from the Developer to the Association shall convey title to the Common Area at such time as the Final Plat and this Declaration as to Phase I and any subsequent final plat and amendment to this Declaration for subsequent phases are recorded.

Section 4. Easements. The Association shall have the right from time to time to declare, grant and convey utility, telephone, and other easements for the benefit of the Association and Owners over, under, and across the Common Area.

ARTICLE VI: CONTROL OF IMPROVEMENTS

Section 1. Control of Improvements. No Improvement or change, including, but not limited to, the construction, alteration or erection of any structure or residence, garage, utility building, terrain change, fence, driveway, walkway, landscape screening, mailbox, outdoor lighting fixtures, any sanitary and/or storm sewer system, underground wiring, swimming pool, or pool deck, shall be commenced, erected, placed or permitted on any Lot until the plans, specifications and specific location (including elevation) of said Improvement or change has been approved in writing, or the requirement for such approval has been waived in writing, by the Architectural Committee, which is hereby established, that is appointed by the Developer or Board of Directors of the Association. The initial committee shall consist of Raymond Sowell, Joseph Madden, and Jeffrey Barnes. Without the prior written approval of the Architectural Committee, no exterior television or radio antenna, disc (except of a size of 24 inches in diameter or less) or other similar device may be erected, placed, allowed or maintained on any Lot or upon any Improvement situated on any Lot. No fencing containing or consisting of chain link or barbed wire shall be permitted. The Architectural Committee is hereby empowered to decide upon and dictate the particular placement and structure of such device as a condition to approval, subject to the provisions of applicable laws, codes, ordinances and regulations. In the event that approval for such devices is granted, all such devices shall be completely screened

from the view of other Lots, as well as public streets. Architectural Committee members shall serve at the pleasure of the Association or its assigns. To the contrary, notwithstanding, in the event that the Architectural Committee fails to approve or disapprove such design or location within ten (10) days after said plans and specifications have been submitted to it, the approval will not be required, and this section will be deemed to have been fully complied with. The Architectural Committee reserves the right to require the submission of designs, material selections and layouts of proposed Improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but, in any event shall include (i) a site plan of the Lot showing the nature, color scheme, kind, shape, height, materials and location (including proposed front, rear and side setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot, and (ii) grading, drainage, irrigation and landscaping plans for the particular Lot. The Architectural Committee shall promulgate rules and regulations governing the form and content of plans to be submitted for approval by the Architectural Committee.

If any Improvement or change requiring approval shall be undertaken on a Lot and said approval has not been obtained from the Architectural Committee or waived, or if any Improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a Lot, said Improvement or change shall be deemed to have been undertaken in violation of these covenants; and, upon written notice of the Architectural Committee, any such Improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner of such Lot in question shall not have taken reasonable steps toward the removal or alteration of the same, the Association, its representative, or the Architectural Committee shall have the right, through its agent, to enter said Lot and to take such steps as may be necessary to extinguish such violation and fine the Owner, and all costs, the Fine, expenses and attorney fees pertaining thereto shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon the recording of such with the Register of Deeds' Office of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any existing deed of trust.

For the purpose of ensuring the development of the Lots according to high standards, and to ensure reasonable compatibility of architectural designs, the Association and the Architectural Committee shall have the power to control all Improvements as set forth in this Article, as well as to make such exceptions to this Declaration, and to waive particular violations as either shall deem necessary, appropriate, or proper.

Section 2. Landscape Treatment of Common Areas. The Association shall provide any landscape treatment after approval of the plans by the Architectural Committee.

Section 3. Certificate of Compliance. Upon completion or alteration of any Improvement on any Lot undertaken and completed in accordance with plans and specifications approved by the Architectural Committee, and on written request of the Owner of such Lot, a Certificate of Compliance shall be issued in a form suitable for recordation. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good

faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Improvements and/or alterations described therein comply with all requirements of this Declaration.

Section 4. Compliance with Building Codes. The applicable building codes in effect at the time of any construction shall apply to all construction.

Section 5. Non-Liability. Neither the Developer, the Association nor the Architectural Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Any agent of the Association or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any Improvement thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction and alteration of the Improvement thereon are in compliance with the provisions of this Declaration, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII: PROPERTY MAINTENANCE

Section 1. General Maintenance. The Association shall generally provide for the maintenance of all Improvements located on the C.O.S. including, but not limited to, the Storm Water Detention Areas. The Association shall establish a budget and Assessments for such expenditures and the disbursement and application of such Assessments.

The Association shall make necessary arrangements to maintain the Common Area and maintain and replace the Improvements on the Common Area, and to pay taxes and all other necessary expenses, including all types of liability insurance in connection with ownership of said Common Areas, which shall be paid by the Association through the Assessments.

Each Owner shall be responsible for the interior and exterior maintenance of his Lot and Improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, streetlights, plumbing and electrical repairs. In the event an Owner of any Lot shall fail to maintain his or her Lot and the Improvements thereon in a manner reasonably satisfactory to the Association, and/or in keeping with other Lots, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. The cost of said maintenance, expenses and attorney's fees shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon recording of such notice with the Office of Register of Deeds of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees, and interest from the date of any expenditure at the then maximum legal rate of interest.

All lots have designed drainage. All maintenance expenses associated with the drainage on each Lot are solely the responsibility of the Lot Owner. Any modification to the designed

drainage flow shall be designed by an engineer according to the Final Plat and approved by Developer or the Association.

Section 2. Damaged or Destroyed Improvement. The right is given to the Association to require the Owner of a damaged or destroyed Improvement on any Lot to make repairs or replacements in order to restore the Improvement to its condition prior to the damage or destruction, including the right to require that insurance proceeds paid to the Owner, because of said damage or destruction, be applied to the repair or replacement.

The Owner of each Lot shall carry and keep in full force and effect, at all times at the expense of the Owner, casualty insurance with limits equal to the replacement value of the Improvements located thereon.

ARTICLE VIII: USE RESTRICTIONS

The use restrictions set forth herein below shall apply to each Lot to ensure the best use and most appropriate development and improvement of each Lot; to protect each Owner of each Lot against improper use of surrounding Lots as well as depreciation of the value of each Lot; to preserve, as far as practicable, attractive Improvements on such Lots, appropriately located on such Lots; to prevent haphazard and inharmonious Improvements on such Lots; to secure and maintain proper setbacks from streets, and adequate spaces between structures; and, in general, to provide adequately for a high type and quality of Improvements on such Lots, and thereby enhance the value of investments made by Owners of such Lots.

- A. The Board of Directors shall develop and maintain from time to time a set of rules and regulations governing the day-to-day use of the Lots and Common Area by the Owners thereof. Such rules and regulations may be amended by a majority vote of the Board of Directors.
- B. All Lots shall be known and described as residential lots and no structure shall be erected on any lot other than one single-family residence and garage and not more than one detached building.
- C. Building setback lines shall be as shown on the final plan and/or as required by the City of Lakeland and the recorded plat.
- D. All property owners shall be required to be members of the Heathfield On Scott's Creek Homeowners' Association, Inc. and shall be subject to any declarations, covenants, and restrictions enacted by the Association and any other declarations, covenants and restrictions hereinafter executed in writing and filed with the Shelby County Chancery Court Clerk including the recorded Plat.
- E. All Improvements upon any Lot shall be of new construction and no building or structure shall be moved onto any Lot. No house, trailer, tent, shack, barn, temporary building, temporary toilet facility, outbuilding, or guesthouse shall be erected on any of said Lots without approval in writing of the Association. No trailer, basement of any incomplete Improvement, shack, garage or other temporary building or structure of any kind shall be used at any time as a residence, either temporary or permanent, without the prior written approval

of the Architectural Committee. All swimming pools and accessory buildings shall be installed in accordance with the City of Lakeland and the Architectural Committee. No above ground pools are permitted on any Lot. All satellite dishes must be on the roof, not visible from the street and not on the front of a house, and approved by the Architectural Committee.

- F. All residences shall contain a minimum of 2,400 square feet of heated living area. The required square footage does not include heated porches, garages or other areas not normally considered part of the heated area. All 2 -story and 1 ½ -story residences shall have a minimum of 2,100 square feet of heated living area on the ground floor.
- G. All residences shall be constructed with an exterior comprised of brick, natural stone, manmade stone, and/or Hardie concrete siding or equivalent. No plywood sheeting or stucco board shall be permitted on any finished exterior surface. All roofs shall have a minimum pitch of 6" to 12" for the principal roof and 4" to 12" on porches and overhangs.
- H. All roofs of all buildings erected on a lot shall be comprised of a dimensional shingle material, unless otherwise approved in writing by the Architectural Committee. Accent roofs may be copper. Re-roofings must be in accordance with these covenants. No awnings on the front or sides of the house of any kind will be permitted without the approval of the Developer or the Association.
- I. All residences are encouraged to incorporate covered porches, decorative shutters, and/or concrete walkways from the front door to the sidewalk or curb.
- J. All residences must have an enclosed garage for vehicle parking. However, no garage shall be larger than for four (4) cars. Any garage built in a location on the Lot where it can be seen from any public street abutting the Lot must be enclosed and must have a door which, when closed, will screen the interior of the garage from public view from all such public streets abutting the Lot. Garage doors must be kept shut, except during ingress and egress.

Side load, Carriage load, and Front load Garages shall be permitted. If a Front load garage, then said garage shall be no closer than ten feet from the front building line of the Primary structure.
- K. Rear facades of homes on reverse frontage lots shall use the same materials and have similar architectural elements as the front and side facades of the home.
- L. All driveways are to be of washed aggregate. No front yard parking pads. Each lot owner is to provide portable toilets for its house(s) during construction.
- M. All fences are to be constructed in accordance with the City of Lakeland and the Architectural Committee.
- N. Exposed metal fireplace chimneys are prohibited.
- O. No building shall be erected on any Lot wherein there shall be installed any aluminum windows unless approved by the Architectural Committee.

- P. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- Q. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. In all instances, pets shall be restrained within fenced areas, by "invisible fencing" or kept under leash or housed in appropriate structures built for such animals, provided the structure conforms to the restrictions in this Declaration and the plans therefor are approved in advance by the Architectural Committee.
- R. No recreational vehicles, commercial vehicles, or trailers of any kind, including, but not limited to trucks, vans, boats, boat trailers, R.V.'s, campers, race cars, house trailers, camping trailers, hobby vehicles, motorcycles, all terrain vehicles, pick-up trucks, or other similar vehicle shall be stored or parked on any Lot, unless in a closed garage or otherwise screened from the view of neighbors or the roads to the satisfaction of the Architectural Committee. No A-frame, motor mount or other similar device may be placed on any Lot. No disabled automobiles or other motorized vehicles may be stored on any Lot or on the street adjacent thereto unless located within an enclosed garage. None of the above may be parked on or adjacent to the street. No tractor or trailer may be parked on any Lot or on the streets within the development.
- S. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to reasonably conceal them view of the adjacent Lots. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Debris and trash during the construction of Improvements shall be collected daily in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or any other Lot.
- T. Each Lot shall be maintained in a neat and attractive manner. Any Installed lawn areas, driveways, or landscape elements, which are viewed from the street, shall be kept mowed and cleared of any debris at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner.
- U. Trees, shrubs, vines, debris, and plants that die shall be promptly removed from Lots. Developer and/or the Association, at their option and their discretion, may mow the grass and have dead trees and debris removed from such Lot, and the Owner of said Lot shall be obligated to reimburse the Developer and/or the Association for the cost of such work. Such cost shall create a valid lien on said Lot, which shall be enforceable, as a special assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.
- V. No excessive weeds, underbrush or other unsightly or unattractive growth shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any Lot shall fail or refuse to keep the Lot free from such unsightly growths or objects, then

an agent of the Architectural Committee, after written notice to the Owner, may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof. Such cost shall create a valid lien on said Lot, which shall be enforceable, as a special Assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.

- W. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner of the Lot is ready to commence construction or renovation of Improvements. Building materials shall be kept in an organized and compact manner and appropriate measures taken daily to prevent unsightliness during construction. No construction shall be commenced until appropriate erosion controls are in place, and such shall be maintained during the time of construction
- X. All exterior lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only without unreasonably interfering with the peaceful enjoyment of any adjacent Owner. Exterior security or spotlights shall be directed toward the ground and not toward adjacent Lots or roads.
- Y. Auxiliary structures, as approved by the Architectural Committee, shall be located within the buildable setback.
- Z. Owner's right of use of its Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations, and law and the use restrictions set for in this Article, the more restrictive provision shall apply.
- AA. No underground or "berm" house will be permitted on any Lot.
- BB. All yards shall be of solid sod except as otherwise initially agreed upon with the Developer. Any dead plants shall be removed and replaced immediately. The builder of the primary residence shall install landscaping, including but not limited to the planting street trees in the six-foot area in the front yards of each lot reserved for the same, which at a minimum shall comply with the landscape plan approved by the City of Lakeland for the Heathfield Landscape Plan. Building locations, setbacks, landscaping and gardening shall be subject to the following conditions:
 - I. All buildings other than a residence, whether permanent or temporary, shall be located to the rear of the residence.
 - II. All gardens must be planted to the rear of the residence.
- BB. All mailboxes (numerals thereon) and the supports and encasements within the Subdivision are to be identical in design, i.e. Halle Design Verdigris Mailbox by Pickle Iron Specialties Company or like kind approved by Developer, the Association or the Architectural Committee.
- CC. No decorations except for holiday themes may be affixed or adhered.

- DD. Once a lot is sold by Developer, the owner shall be required to construct sidewalks thereon as required by the City of Lakeland. Should a lot owner not have installed the required sidewalk(s) for that lot within eighteen (18) months of the date of the recording of the deed. Should the lot owner refuse to do so, the Developer shall have the right to file a lien on the property or sue for the cost of the sidewalk.
- EE. Once Developer has closed a lot in the subdivision, the owner or his assignees of such lot shall be obligated to begin construction of a house on such lot within eighteen (18) months and thereafter complete such construction within twelve (12) months. If a lot owner fails to commence construction of the house within the said 18-month period, the Developer shall have the right, but not the obligation, to purchase the subject lot for the original sale price, exclusive of any closing costs associated with the original purchase.
- FF. No business activity of any kind whatever shall be conducted in any Improvement or on any portion of the Property without the prior written approval of the Board of Directors.
- GG. No Owner shall, within any location, place or permit any structures, fencing, plants or other material, which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage of the Property. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The Owner of the Lot shall maintain any drainage facility on a Lot continuously. Slope areas within any Lots shall be maintained continuously by the Owner in a neat, orderly and safe condition and in such manner as to enhance the appearance and maintain established drainage courses, prevent erosion, and sliding problems and facilitate the orderly discharge of water through drainage systems.
- HH. Trash and garbage shall be kept in sanitary containers that must be located to the rear of the residence out of public view and in a location that will not be offensive to other Owners.
- II. No debris, trash, ashes or other refuse may be thrown or dumped on any of the Lots. Debris and trash during the construction of an Owner's Improvements shall be collected daily by each Owner (or his or her representative) in containers approved by the Architectural Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.
- JJ. An Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Declaration, the more restrictive provision shall apply.
- KK. No Owner shall permit any use of his Lot or any Improvement thereon for any purposes, which shall increase the fire hazard to adjoining Lots, or for any purpose or use in violation of local, state or federal statutes or ordinances.
- LL. All exterior speakers are subject to regulation by the Association with regard to decibel levels at Lot boundaries.

- MM. Violation of the covenants and restrictions herein contained shall not cause a forfeiture or reversion of title.
- NN. Each Lot owner shall be responsible for any and all erosion control measures that may be required by any governmental authority.

ARTICLE IX: TERM OF DECLARATION

These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, until the expiration of thirty (30) years after recordation of this Declaration at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of eighty percent (80%) of the then Owners of all Lots, either prior to or at such time it is agreed to terminate said covenants, conditions and restrictions. The termination shall be effective upon recording of such instrument in the Register of Deeds's Office of Shelby County, Tennessee. If any of the terms, options, privileges, covenants, restrictions, conditions or rights created by this Declaration shall be unlawful, void or voidable for a violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of any survivor of the now living descendants of the governor of the State of Tennessee, who holds that office as of the date this Declaration is recorded.

ARTICLE X: COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) regular Assessments or charges, to be collected either monthly, quarterly, or annually as the Association shall determine, (2) special Assessments for capital Improvements or other purposes, such Assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) emergency Assessments as may be declared by the Board of Directors. The regular, special, and emergency Assessments, and Fines assessed for the violation of these covenants, together with interest, costs and reasonable attorney's fees, if delinquent, shall be a charge and a continuing lien upon the Lot against which the charge is made until paid in full. Each such Assessment and Fine, together with interest, costs, and reasonable attorney's fees, if delinquent, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or Fine became due. Fines shall be established and assessed by the Board of Directors.

Section 2. Purpose of Regular and Special Assessments. The Assessments levied by the Association shall be used exclusively for the benefit, health, safety and welfare of the residents of the Property and for the construction, renovation, replacement and/or maintenance of any Improvements, Common Areas and easements of the Association located on the Property, including, but in no way limited to, the following:

- A. The cost of all operating expenses of the Association and services furnished; and
- B. The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any;

and

- C. The cost of liability insurance and the cost of such other insurance as the Association may determine; and
- D. The cost of funding all reserves established by the Association, including when appropriate, a general operating reserve and/or reserve for replacements; and
- E. Any professional fees (architectural, legal, property management, and engineering) and compensation to the members of the Architectural Committee; and
- F. Compensation for Directors not to exceed Three Hundred Dollars (\$300.00) per calendar year per Director as adjusted for inflation; and
- G. The estimated and/or actual cost of all operating expenses, repairs, replacements, maintenance and replanting of the entry features and other Common Area over which the Association has control; and
- H. The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

During the period of development, Developer shall pay the previously described costs which are ultimately to be the responsibility of the Association; and, so long as Developer performs such obligation, each lot owner shall pay to Developer, or designated Property Manager, a reasonable annual fee to defray said expenses. At the time of lot closing, each Purchaser will pay to Developer, in advance, its pro-rata share of the annual assessment for the year in which closing occurs. Developer shall not be required to pay dues on unsold lots, until such time as Developer turns over control of the Association by Developer's appointment of Members of the Association to the Board of Directors of the Association pursuant to Article XIII, Section 15 herein below, Developer shall thereafter pay to the Association such Assessments as are made by the Members with respect to any Lots still owned by Developer and Developer shall have no further liability for payment of the foregoing expenses.

Section 3. Regular Assessments. The regular Assessment shall be set at an amount sufficient to provide for the requirements hereof. The regular Assessment for each calendar year, and the basis for payment thereof, shall be determined by the Board of Directors. The regular Assessments for a particular calendar year shall become a lien upon the Lots on the first day of such calendar year.

Section 4. Special Assessments. In addition to the Assessments authorized above, the Association may levy special Assessments for such purposes as it may determine, provided that any such Assessment shall have the affirmative vote of at least fifty-one (51%) percent of the total number of votes cast in person or by proxy at a meeting duly called for that purpose. Written notice of such meeting must be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. A special Assessment hereunder shall become a lien upon the Lots upon approval of such special

Assessment in accordance with the foregoing.

Section 5. Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of the Owners or property of Owners, or the Property, the Board of Directors, acting pursuant to this section, may declare an emergency Assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency Assessments, except for the amount and time of payment, shall be governed by all other provisions of this Declaration, which pertain in general to all types of Assessments authorized herein. Such Assessments shall be borne uniformly by all Owners. The Board of Directors shall be duly protected and not liable for any mistake in judgment hereunder if the emergency Assessment was made in good faith.

Section 6. Pro Rata Assessment. Regular, special and emergency Assessments shall be pro rata for each Lot constituting a part of the Property based upon the total number of Lots excluding any Lots which are Common Area and may be collected on a yearly, quarterly or monthly basis.

Section 7. Quorum for Any Action Authorized Under Sections 3 and 4. At any annual or specially called meeting for the purposes set out in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50%) percent of all of the eligible votes of Membership shall constitute a quorum. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 8. Date of Commencement of Annual Assessments-Due Dates. The regular Assessments provided for herein shall commence as to each Lot on the first day of the month following the transfer of a Lot to an Owner. The Association shall, upon request, furnish a certificate in writing signed by a representative of the Association setting forth whether the Assessments on a Lot have been paid. A reasonable charge may be made for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments.

A. Remedies of the Association Generally. Any Assessments, which are not paid when due, shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the rate set by the Association, or if no rate is set, at the highest rate allowed by law, plus a late charge equal to ten percent (10%) of the amount not paid when due. The Association may bring an action at law against the Owner to collect the Assessment or in equity to enforce the lien provided for herein or exercise its right of public sale as set forth herein below if payment is not made within thirty (30) days from the due date. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Owner of a Lot on which there are delinquent Assessments shall not be eligible to participate or vote in any meeting of the Association, nor shall the Owner be counted in determining a quorum, and may, along with his guests and the occupants of his Lot, be prohibited by properly adopted resolution of the Board of Directors from using the Common Area or other privileges of

membership in the Association.

B. Enforcement of Lien. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder, and to secure the payment of regular, special and emergency Assessments as provided for herein, any Fine, principal, interest and attorney's fees, a lien is expressly retained by the Association on each and every Lot. Such lien may be enforced by an action in a Court of equity for attachment of the Lot and sale pursuant to Order of Court or, in the alternative; the Board of Directors of the Association shall have the authority and power to sell the Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded lease, mortgage or deed of trust upon the Lot. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The Owner shall also be required to pay to the Association the Assessment for the Lot during the period of foreclosure. Any such sale shall be made after first advertising the sale of the Lot for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Shelby, State of Tennessee, giving notice of the time and place of such sale of the Lot and posting such notice in the Shelby County courthouse. Written notice to the Owner is hereby waived and shall not be required. Any sale of a Lot to enforce a lien for delinquent and unpaid Assessments shall be free from equity of redemption, statutory right of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Owner, and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and prior recorded leases, mortgages or deeds of trust.

The Board of Directors shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey it. The proceeds of any such sale shall be applied first to the payment of the expenses of protecting the Lot and the expenses of litigation, attorney's fees, and sales commissions; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws; and fourth, to the payment of any other mortgages or deeds of trust; and the balance, if any, according to applicable law. Upon any default in the payment of any Assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession in the same manner as a mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions and covenants or conditions of this Declaration and the Bylaws shall be deemed to be cumulative, and the exercise of any one or more remedies shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by this Declaration and the Bylaws or at law or in equity.

The Association may require the Owner of the Lot which is delinquent on any Assessment levied pursuant to this Declaration or is in default in the performance of any other

obligation hereunder for a period in excess of sixty (60) days to notify the holder of any and all mortgages and deeds of trust on the Lot of such delinquency or default.

Section 10. Fine. The Architectural Committee and/or Board of Directors of the Association shall have the right to impose an initial Fine not to exceed Two Hundred Fifty Dollars (\$250.00) as adjusted annually by Consumer Price Index (or any substitute index) for any one violation of the covenants contained herein. Such a Fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation, which continues after the provision of written notice, shall be treated as a continuous violation and shall result in a Fine of Fifty Dollars (\$50.00), adjusted annually by Consumer Price Index, per day until the violation ceases. Fines shall be attributable to each Lot and shall be a personal obligation of the Owner and shall be secured by a lien on such Lot at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorneys fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Lot.

Section 11. Acceleration of Installments. Upon default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration, the entire balance of said Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, fifteen (15) days after written notice of such default is given to the Member.

Section 12. Subordination of the Lien to Mortgage. The lien of the Assessments payable by the Owner of a Lot shall be subordinate to the lien of a prior recorded mortgage or deed of trust except for the amount of such Assessments which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This Section 12 shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Section 13. Additional Default. Any recorded mortgage or deed of trust secured by any Lot shall provide that any default by mortgagor in the payment of any Assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage or deed of trust (or of the indebtedness secured thereby), but failure to include such a provision in any such mortgage or deed of trust shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage or deed of trust (or of the indebtedness secured thereby) by reason of this Article shall not be altered, modified or diminished by reason of such failure.

Section 14. Exempt Property. All Properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

ARTICLE XI: LEASING PROHIBITION

(a) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot in Heathfield On Scott's Creek is prohibited from leasing or entering into a lease-purchase or similar or similar contract for, that Lot or any portion thereof. It shall be a violation of this Article subject to written waiver by the Board of Directors or the Developer, in their sole and absolute discretion, if an Owner or, or if more than one Owner, at least one of the Owners (including the owner who may own less than 100% of the ownership interesting any Lot_ shall not occupy the Lot on a permanent basis. It shall also be a violation of this Article, subject to written waiver by the Developer or the Board of Directors in their sole and absolute discretion, if any person lives in any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides in such Lot. A person who temporarily resides: on the Lot without violating this Article is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent, Such "Temporary Residence" by a person not an Owner shall not exceed a total of eight weeks in any on colander year.

(b) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the above in the preceding paragraph for a period of longer than eight weeks, then such owner shall make application to the Developer or the Board of Directors which may, by vote grant such Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors of the Developer, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Article.

(c) The foregoing notwithstanding, all Lot Owners are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short-term rentals under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Article XI (c), any Lot Owner may apply for a waiver under Article XI (b) to the Temporary Leasing Prohibition of this Article XI (c).

In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees incurred by the Association and all costs and expenses of whatever type, kind or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial action.

ARTICLE XII: ENFORCEMENT OF DECLARATION

If any Owner, his heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions set forth herein, any Owner, or the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction to prevent such violation or attempted violation, may seek specific performance or may recover damages for any such violation. Failure to enforce any of such covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter. In the event of such litigation, the party guilty of such violation or attempt to violate shall pay the other party's attorney's fees and costs incurred in enforcing this Declaration.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

Section 1. Liability of Association. The Directors of the Association and all members of the Architectural Committee are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with the performance of their functions as Directors of the Association or such member, except for willful misconduct or act of bad faith.

Section 2. Severability of Covenants, Conditions and Restrictions. Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any Judgment or Court Order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

Section 3. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, shall in all cases be assumed as applicable.

Section 4. Amendment. Subject to the limitations and rights contained in Articles IV, IX and X hereof, these covenants, conditions and restrictions may be amended at any time during the initial term hereof or any extension thereof by an instrument signed by Members having not less than two-thirds (2/3's) of the eligible votes of the Association, with such amendment to be effective upon recording in the Register of Deeds's Office of Shelby County, Tennessee. To the contrary herein notwithstanding, no provision herein concerning the rights of the Developer may be amended without the written consent of the Developer until such time as the Developer no longer owns a Lot in the Subdivision or until ten (10) years from the recording of this Declaration, whichever should occur first.

Section 5. Condemnation, Destruction or Termination of the Common Area. In the event of loss or damage to the Common Area as a result of condemnation, in whole or in part, or partial or total destruction, the Board of Directors of the Association shall represent the Association in any proceedings, negotiations, settlements or agreements. In representing the Owners, the Board of Directors of the Association shall serve as the attorney-in-fact for the Owners. Any proceeds from any settlement shall be payable to the Association for the benefit of the Owners.

Section 6. Contract for Property Management. The Association may retain the services

of a professional management company to manage and maintain the Common Areas of the Property. Any such contract shall include a right of termination without cause, which may be exercised by the Association at any time. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

Section 7. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of a mortgage on any Lot in the Property shall have the right to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
- B. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the address of the Lot on which it has or insures or guarantees the mortgage.

Section 8. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way over the Common Area for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the provision of public utilities and other common services to the Property or any Lot(s) as may be considered necessary, appropriate or desirable by the Board of Directors or the Association for the preservation of the health, safety, convenience and/or welfare of the Owners and the Association.

Section 9. Grant of Easement. An easement is hereby granted to all police, fire protection, ambulance, security, garbage collection, and U.S. Postal Service, Federal Express, United Parcel Service or like delivery service, persons to enter upon the Common Areas and any Lots in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Areas and any Lot or Improvement on any Lot to perform the duties of maintenance and repair of the Lot, Improvement or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof. The easements provided for in this section shall in no way affect any other recorded easements on the Property.

Section 10. Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies, licensed to do business in Tennessee, covering the risks of:

- A. Bodily injury and property damage liability insurance in such limits as the Board of Directors may from time to time determine; and
- B. Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and
- C. Fidelity coverage against dishonesty of employees or any other persons handling funds of the Association, destruction or disappearance of money or securities and forgery and endorsements thereto covering any persons who serve the Association without compensation; and
- D. Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board of Directors and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its Board of Directors. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 11. Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person or entity who appears as an Owner or Member on the records of the Association at the time of such mailing.

Section 12. Expansion by Developer. Developer shall have the right but not the obligation to expand the Subdivision to include Sections ("Phases") B-_____ as shown on the preliminary plats and the master plan the same attached hereto as Exhibits "B" and "C" respectfully by recording a final plat for each Phase and amending this Declaration to incorporate the additional Phases into the Subdivision.

Section 13. Additional Restrictions. Developer reserves the right to impose additional specific restrictions upon any Lot in the Subdivision at the time of sale by the Developer of such Lot. Such additional restrictions may be made by appropriate provision in the deed of conveyance, without otherwise modifying this Declaration. Such additional restrictions shall apply to the Lot or Lots to which they are specifically imposed, provided that any such additional restrictions shall be more restrictive than the covenants contained herein.

Section 14. Homeowner's Right of Action against Developer. The Homeowner's Association cannot bring suit against Developer. Should a Lot Owner or Lot Owners have cause to file suit against Developer they must do so individually and cannot bring as a class within the Homeowners Association. Any controversy as to whether the Lot Owner is entitled to damages shall be determined by binding arbitration. Arbitration hearings shall be held in the County where the Property is located. The arbitrators shall hear and determine said controversy in accordance with applicable law, the intention of the parties as expressed in this agreement and any amendments thereto, and upon the evidence produced at an arbitration hearing. Pre-arbitration discovery shall be permitted in accordance with State Law applicable to arbitration proceedings. The award shall be executed by at least two of the three Arbitrators, be rendered within thirty days after the conclusion of the hearing and may include attorneys' fees and costs to the prevailing party.

Section 15. Term of Developer's Control of the Association. For a period of ten (10) years from the date of recording this Declaration or upon the sale of one hundred percent (100%) of the Lots in the Subdivision, as it may be expanded pursuant to the terms of this Declaration, whichever occurs first, Developer shall have the right to appoint the Board of Directors of the Association and shall be responsible for the payment of all expenses of the Association with the right to the credit against such expenses as set forth in Article X, Section 2. Thereafter, Directors shall be elected pursuant to the terms of the Bylaws of the Association.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Developer has hereby executed this Declaration on the day and year first above written.

HEATHFIELD DEVELOPMENT COMPANY, LLC
a Tennessee Limited Liability Company

BY: _____
TREY SOWELL, Member

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said County and State, on this 7th day of June 2018, within my jurisdiction, the within named, Trey Sowell, who acknowledged that a member of Vandelay Development Company, LLC, a Tennessee member-managed limited liability company, and that as a member of said limited liability company, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires: _____

HEATHFIELD ON SCOTT'S CREEK

LAKELAND, TN

OWNER/DEVELOPER:



ENGINEER:



LANDSCAPE ARCHITECT:



PRELIMINARY DEVELOPMENT PLAN



INDEX FOR CONDITIONS OF APPROVAL ARTICLES

- I. General Statement
- II. General Guidelines
- III. Bulk Requirements
- IV. Design Standards
- V. Access and Circulation
- VI. Landscaping/Screening/Open Space
- VII. Drainage
- VIII. Utilities
- IX. Stream Buffer Requirements
- X. Legal Description

INDEX OF EXHIBITS:

- Exhibit A – Regional Location Map
- Exhibit B – Immediate Area Location Map
- Exhibit C – Boundary Plot Plan / Legal Description
- Exhibit D – Aerial Photograph
- Exhibit E – Slope Analysis
- Exhibit F – Natural Features Map
- Exhibit G – Soils Map
- Exhibit H – Preliminary Site Plan
- Exhibit I – Master Plan Illustration
- Exhibit J – Phasing Plan
- Exhibit K – Circulation Plan
- Exhibit L – Common Open Space Plan
- Exhibit M – Existing Trees Map
- Exhibit N – Tree Protection & Removal Map
- Exhibit O – Landscape Plates & Buffers
- Exhibit P – Street Tree Plan
- Exhibit Q – Schematic Sewer Plan
- Exhibit R – Schematic Water Plan
- Exhibit S – Preliminary Grading & Drainage Plan
- Exhibit T – Detention Areas Plan
- Exhibit U – Typical Road Cross Sections
- Exhibit V – Neighborhood Identification Monument Signage
- Exhibit W – Architectural Character
- Exhibit X – Declaration of Covenants, Conditions and Restrictions
for Heathfield on Scott’s Creek



I. General Statement

Heathfield on Scott's Creek Community is a proposed Master Planned Development consisting of 118 single family lots on +/- 65.98 acres at a gross density of 1.79 dwelling units per acre. The existing Harding property has primarily been used as pastureland and the predominant landscape is one of gently rolling grass fields with occasional stands of hardwood trees typically associated with low areas or drainage swales.

The property has frontage on Old Brownsville Road to the North; future Seed Tick Road extension to the East; and Scott's Creek to the West. An existing 200' wide Texas Gas Easement bisects the site in a generally North-South alignment. The Western project boundary and the centerline of the Texas Gas Easement converge to form a point at the Southern extents of the site. Additionally, a 20' wide sanitary sewer easement parallels Scott's Creek and lies within the project boundary.

Heathfield on Scott's Creek Community will be located adjacent to the Lakeland Meadows Master Planned Residential Development to the North and East and to the Lakeland Middle Preparatory School to the West where it shares a common border in the form of the centerline of Scott's Creek.

Although the currently zoned Suburban Neighborhood property is not designated with a Conservation Overlay, the master plan was created in keeping with the intent of conservation design by maintaining strict attention and sensitivity to the natural features found on the site. These features, such as Scott's Creek and existing wooded areas are major design elements within the plan of the neighborhood, contribute to the creation of a linear park/greenway and have been preserved wherever possible and appropriate.

The master plan for this Heathfield on Scott's Creek Community neighborhood has been designed to complement the Lakeland Meadows PD in single family lot variety, size, and product design in addition to vehicular connectivity across Old Brownsville Road and Seed Tick Road extension. The layout of the site seeks to create a meandering, tree lined street network that creates a visually interesting and subtly shifting streetscape corridor by intentionally avoiding overly lengthy linear street alignment. The design emphasizes our frontage on Scott's Creek which results in the creation of a linear park/pedestrian greenway along the entirety of its frontage. This greenway will include a pedestrian trail with site furnishings (benches, etc.) that will tie into the street sidewalk network and loop trail system proposed to meander throughout the gas easement. A future pedestrian bridge across Scott's Creek is proposed to connect the Lakeland Middle Preparatory School campus with Heathfield on Scott's Creek Community and by extension to other residential communities in the area.

Numerous intimate scaled landscape parks are incorporated throughout the site and replace the typical paved asphalt cul-de-sac. These "Closes" create readily identifiable neighborhood centers for the immediately surrounding, adjacent homes and by extension a form of implied "ownership" by the neighbors when it comes "eyes on the park" and to some extent maintenance of the proposed landscape which will include perennial and annual flowers in addition flowering trees and evergreen/deciduous shrubs and groundcover.

These features contribute to a total of +/- 25.32 acres of land contained within the community (+/- 38.37% of the total site) that will be placed in Common Open Space and/or Conservation Easements where no future development can occur, therefore preserving the natural resources of the land. Continuous green space connects the development throughout its boundaries and ties to adjacent open spaces of future development.

Heathfield on Scott's Creek Community is a suburban neighborhood Planned Development designed with the following principals in mind:

1. To provide for a high quality, pedestrian friendly, walkable single-family community. Tree lined streets with pedestrian walks on both sides are planned to facilitate connectivity as well as paved walking trails meandering within the linear greenway park and gas easement open space that connects all portions of the development together providing a safe environment for pedestrians and bicyclist.
2. To encourage safe vehicular connectivity throughout the neighborhood, multiple community entrances have been provided, connecting to each of the bordering thoroughfares.

3. To provide for cohesive, high quality homes and community architectural elements. Architectural Guidelines will govern the design of each home that is to be constructed. Residential landscape guidelines set forth in the "Declaration of Covenants, Conditions, and Restrictions for Heathfield on Scott's Creek" govern the minimally required quality and quantity of plant material on each individual lot.

The intent of Heathfield Development, LLC, the developer, is to work closely with the city staff to provide this high quality, pedestrian friendly residential community.

II. General Guidelines

- A. The Heathfield on Scott's Creek Preliminary Development Plan shall serve as the land use and transportation plan and define the planning objective to be achieved for the development of the Heathfield on Scott's Creek Subdivision.
- B. The Common Open Spaces will be developed with details that encourage the use of the spaces.
- C. A Declaration of Covenants and Restrictions shall be applicable to all lots in the development. A Homeowner's Association shall be established to assure that improvements and common open spaces are maintained in a quality manner.
- D. A comprehensive signage system will be implemented to insure continuity in the development.
- E. The Heathfield on Scott's Creek development shall adhere to the landscaping guidelines in the landscape plan.
- F. Exhibits, attached herein, shall be considered regulatory and requirements of the development unless expressly overridden by text provided in the PDP booklet.
- G. If amendments are made at any time to this PDP, a complete PDP shall be submitted to the City at the initial MPC submittal deadline, or the amendment will not be placed on the MPC agenda. Upon final approval by the MPC and BOC, a final copy of the PDP shall be provided to the Planning Department reflecting any amendments made at the MPC and BOC meetings.

III. Bulk Requirements

AREA 1(WEST) SUBURBAN MANOR & SUBURBAN ESTATE

- A. The Maximum Gross Density for this area of the development shall be 1.90 Dwelling Units Per Acre.
- B. Minimum setbacks are as follows:
Front: 30 Feet
Rear: 20 Feet
Side: 5 Feet
- C. The minimum lot size for Suburban Manor lots in this area shall be 10,000 square feet.
- D. The minimum lot size for Suburban Estate lots in this area shall be 17,500 square feet.

AREA 2 (EAST) SUBURBAN COTTAGE

- A. The Maximum Gross Density for this area of the development shall be 1.22 Dwelling Units Per Acre.
- B. Minimum setbacks are as follows:
Front: 20 Feet
Rear: 15 Feet
Side: 5 Feet
- C. The minimum lot size for this area shall be 5,500 square feet.

BUILDABLE AREA RESTRICTIONS

Lot Type	Maximum Building Coverage	Maximum Impervious + Semi-Pervious Coverage
Suburban Estate	20%	30% Impervious + 10% Semi-Pervious
Suburban Manor	35%	45% Impervious + 10% Semi-Pervious
Suburban Cottage	45%	50% Impervious + 10% Semi-Pervious

IV. Design Standards:

- A. Homes shall be Traditional, French Country or English in style.
- B. Garage Standards: Garages shall incorporate exterior materials, design features, and roof forms compatible with the dwellings they serve, and shall comply with the following standards:
 - 1. The inside dimensions of garages shall be at least ten feet wide by twenty feet deep per vehicle.
 - 2. If built more than 5’ beyond the main front facade of the home, a garage shall be at 90° from the front property line.
 - 3. Front facing garages shall be either:
 - a.) Designed with architectural features to break up the garage expanse (e.g., individual garage doors, pergola, etc.).
 - b.) Located at least 10’ behind the building facade.
- C. The primary roofing material shall be architectural shingles.
- D. Windows must include shutters if home allows.
- E. There shall be dormers, roof line changes and decorative gable vent covers, where appropriate.
- F. No King size brick allowed. All brick must be Queen size, a modular size or similar.
- G. All homes are required to have gutters on the front and any side facing a street.
- H. All windows to be vinyl, vinyl clad or aluminum clad. No wood windows.
- I. Font porches shall be allowed to encroach past the front setback a maximum distance of 8’.
- J. Any cluster mailbox shall be of a decorative style and be landscaped. The DRC and USPS shall approve any cluster mailboxes and landscaping prior to installation.

V. Access and Circulation:

- A. Dedicate and improve internal street to a 31 feet wide Right-of-Way with 26 feet of pavement section.
- B. The proposed street sections are provided on this sheet.
- D. The construction of Seed Tick Road is not required to begin until Phase 2 of the development occurs, and shall only be required along the frontage of Phase 2 at that time. The section of Seed Tick Road that is the frontage for Phase 4 of the development is not required to be constructed until Phase occurs.

VI. Landscaping/Screening/Open Space:

- A. All Common Open Spaces shall have landscaping to enhance the aesthetic value of the overall development.
- B. Common Open Space shall meet the City of Lakeland Zoning Ordinance and Design Guidelines.
- C. No perimeter fence may exceed 6’ in height. A 4’ in height 4–Rail Horse Fence shall be installed along the rear property lines abutting a common open space.
- D. See the Landscape Plates submitted with the P.D. Plan set for additional requirements.
- E. There is a 50’ Scenic Corridor Buffer along Old Brownsville Road with landscaping requirements and restrictions that shall be adhered to according to the Lakeland Zoning Regulation and are to be maintained by the property owner.
- F. The 10’ wide Pedestrian Walkway / Bike Trail will be composed of asphalt and is to be constructed with before Phase 4 of development, but can be constructed earlier at the Developer’s discretion.
- G. The proposed Pedestrian Walkway / Bike Trail will be owned by the current property owner until the Heathfield on Scott’s Creek Homeowners Association can be formed, at which time trail ownership will be transferred to the HOA.
- H. The 10’ wide Meandering Asphalt Trail within the Seed Tick Road right-of-way will be composed of asphalt and will be constructed in congruence with Seed Tick Road.

VII. Drainage:

- A. A Grading and Drainage plan will be submitted to the City Engineer concurrent with construction plans for review by the City prior to commencement of construction.
- B. Onsite detention will be provided to prevent any downstream drainage issues related to the development of the subdivision.
- C. Adequate EPSC measures will be in place during construction.
- D. Detention to be located in C.O.S. areas and used in conjunction as attenuation for the development.
- E. The property is located in Zone X which is not located in a Special Flood Hazard Area per FEMA FIRM Map Number 47157C0215GF dated February 6, 2013.
- F. All grading shall be in accordance with TDEC and City of Lakeland Regulations. All grading shall be reviewed and approved by the Town Engineer.
- G. Stormwater Detention facilities shall be owned and maintained by the Homeowners Association.

VIII. Utilities

- A. The water system shall be capable of producing a minimum residual pressure of 20 PSI at a minimum fire flow of 1,500 gpm and shall be approved by and constructed in accordance with the requirements of the City of Lakeland.
- B. The sewer system shall be approved by and constructed in accordance with the requirements of the City of Lakeland.
- C. There shall be a 5 foot wide utility easement along all lot lines.

IX. Stream Buffer Requirements

ZONE 1 – STREAMSIDE SECTION

- A. Allowable uses within the streamside section are restricted to:
 - 1. Flood control structures
 - 2. Utility rights-of-way
 - 3. Footpaths
 - 4. Road crossings, where permitted
 - 5. Stormwater management facilities, with approval of the City Engineer

ZONE 2 – OUTER SECTION

- A. Allowable uses within the outer section are restricted to:
 - 1. Biking or hiking paths
 - 2. Stormwater management facilities, with the approval of the City Engineer
 - 3. Recreational uses as approved by the Planning Commission
 - 4. Limited tree clearing with approval from the Planning Commission

X. Legal Description

Tax ID# L0150 00492C (Portion of)

Being a portion of Parcel I, all of Parcel II and all of Parcel III of the 'Harding Academy of Memphis, Inc.' property as recorded in Instrument Number 05182497 at the Shelby County Register's Office, City of Memphis, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the POINT OF BEGINNING that is where the East line of the Wiles property (#04111769) intersects with the physical centerline of Old Brownsville Road (set cotton picker spindle with washer); thence with a portion of said centerline, North 75 degrees 14 minutes 04 seconds East a distance of 789.75' to a point; thence South 14 degrees 45 minutes 51 seconds East a distance of 600.06' to a point of curvature; thence in southwesterly direction along the arc of a curve to the right having a radius of 1061.66' (Long Chord = South 01 degrees 25 minutes 26 seconds East, 489.92') an arc distance of 494.37' to a point; thence South 11 degrees 54 minutes 43 seconds West a distance of 1084.34' to a point; thence South 78 degrees 06 minutes 16 seconds East a distance of 502.43' to a point; thence South 56 degrees 46 minutes 24 seconds East a distance of 100.00' to a point; thence South 33 degrees 22 minutes 47 seconds West a distance of 1429.90' to a point in the center of Scott's Creek; thence departing from said south line with the centerline of said Scott's Creek and the east line of the Jones Gilliland Group, LLC property (#12147685) and the east line of the 'Board of Education for the Lakeland School System' property (#15108376) the following twenty-three (23) calls;

- 1.North 46 degrees 36 minutes 39 seconds West a distance of 43.98'
 - 2.North 11 degrees 37 minutes 41 seconds West a distance of 255.88'
 - 3.North 86 degrees 04 minutes 03 seconds West a distance of 55.58'
 - 4.North 11 degrees 32 minutes 12 seconds West a distance of 127.03'
 - 5.North 88 degrees 53 minutes 01 seconds East a distance of 117.96'
 - 6.North 01 degrees 26 minutes 17 seconds West a distance of 141.13'
 - 7.North 31 degrees 11 minutes 42 seconds West a distance of 96.80'
 - 8.North 01 degrees 24 minutes 35 seconds East a distance of 66.67'
 - 9.North 11 degrees 41 minutes 49 seconds West a distance of 111.93'
 - 10. North 13 degrees 51 minutes 09 seconds East a distance of 149.98'
 - 11. North 52 degrees 44 minutes 42 seconds East a distance of 116.50'
 - 12. North 21 degrees 22 minutes 45 seconds West a distance of 123.89'
 - 13. North 28 degrees 40 minutes 58 seconds East a distance of 138.54'
 - 14. North 73 degrees 07 minutes 03 seconds West a distance of 54.79'
 - 15. North 03 degrees 37 minutes 57 seconds East passing the northwest corner of said original Lillian Humphreys 72 acres at a distance of 20.07' but continuing for a total distance of 24.01'
 - 16. North 01 degrees 55 minutes 39 seconds West a distance of 109.37'
 - 17. North 60 degrees 20 minutes 56 seconds East a distance of 198.45'
 - 18. North 09 degrees 52 minutes 04 seconds West a distance of 140.50'
 - 19. North 28 degrees 01 minutes 56 seconds East a distance of 139.00'
 - 20. North 54 degrees 55 minutes 04 seconds West a distance of 127.90'
 - 21. North 00 degrees 33 minutes 56 seconds East a distance of 373.10'
 - 22. North 88 degrees 16 minutes 04 seconds West a distance of 156.83'
 - 23. North 38 degrees 15 minutes 56 seconds East a distance of 122.50'
- North 40 degrees 20 minutes 19 seconds West a distance of 139.73' to a point in the south line of the Wiles property (#04111769);

thence departing from said centerline of Scott's Creek with a portion of said south line, North 86 degrees 57 minutes 07 seconds East a distance of 516.08' to the southeast corner of said Wiles property (found fence post); thence with the east line of said Wiles property, North 04 degrees 34 minutes 53 seconds East a distance of 643.14' to the said POINT OF BEGINNING.

Said described property described containing 2,873,939 square feet or 65.98 acres, more or less.

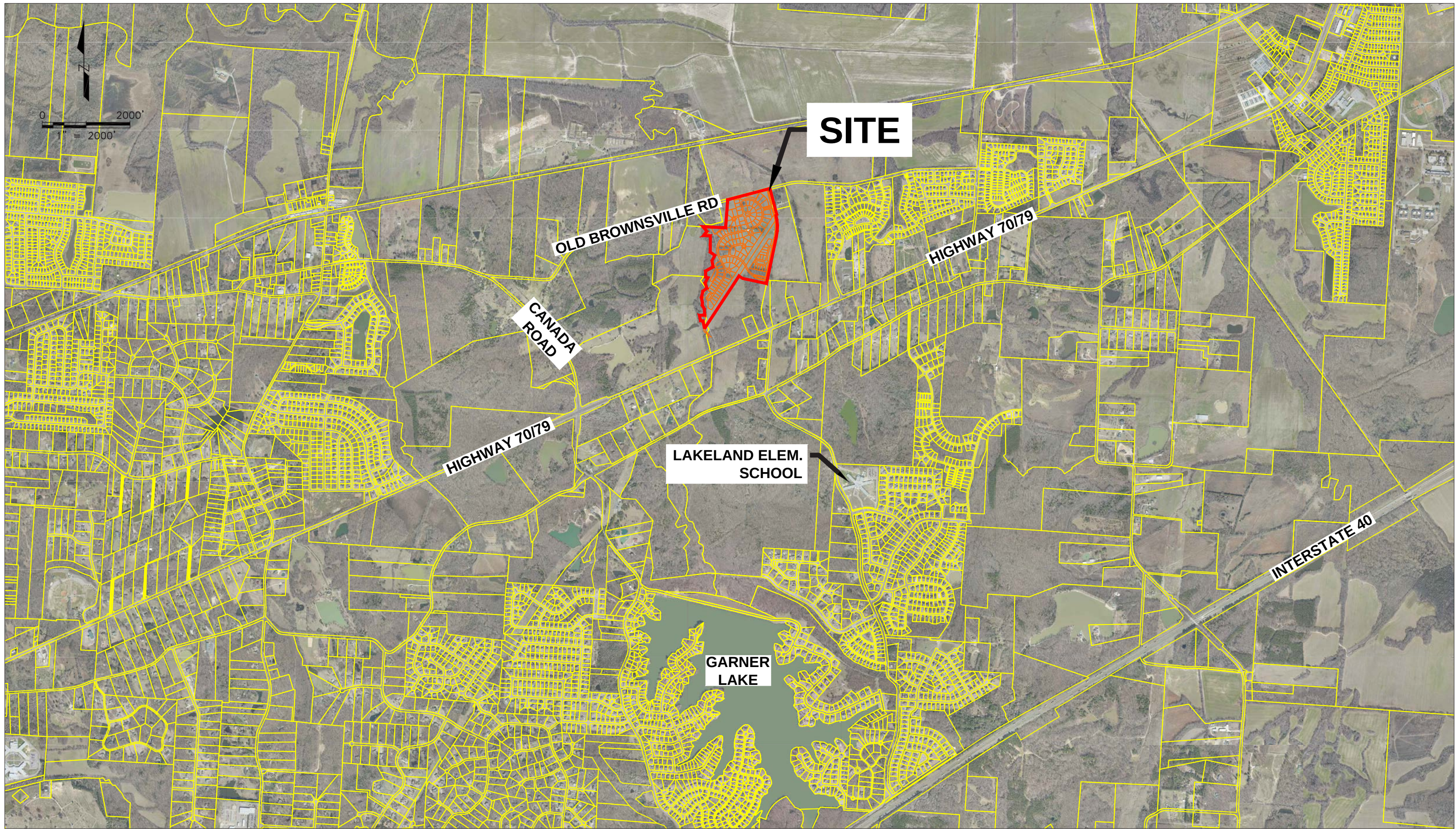
INDEX OF EXHIBITS:

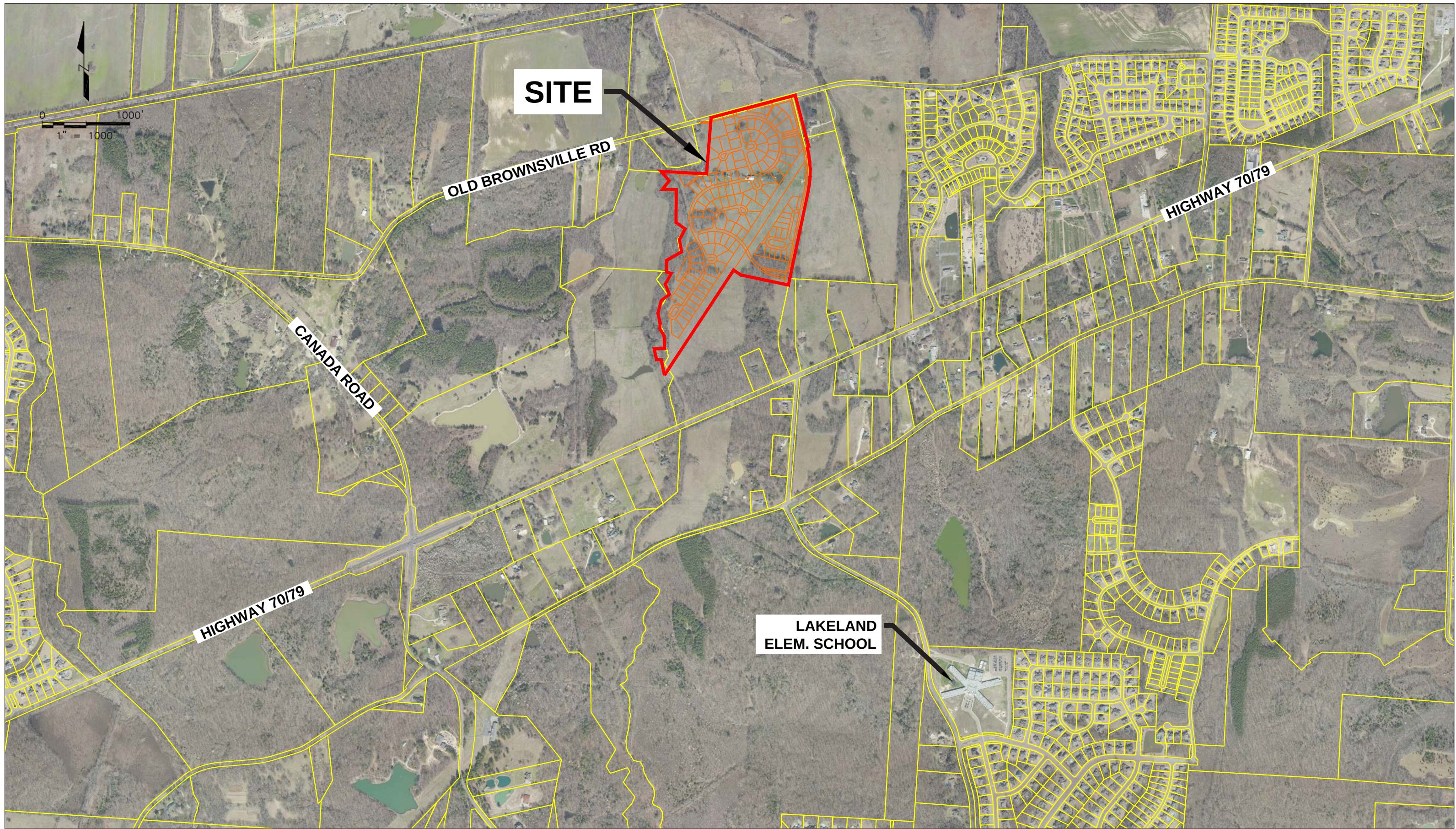
- Exhibit A – Regional Location Map
- Exhibit B – Immediate Area Location Map
- Exhibit C – Boundary Plot Plan / Legal Description
- Exhibit D – Aerial Photograph
- Exhibit E – Slope Analysis
- Exhibit F – Natural Features Map
- Exhibit G – Soils Map
- Exhibit H – Preliminary Site Plan
- Exhibit I – Master Plan Illustration
- Exhibit J – Phasing Plan
- Exhibit K – Circulation Plan
- Exhibit L – Common Open Space Plan
- Exhibit M – Existing Trees Map
- Exhibit N – Tree Protection & Removal Map
- Exhibit O – Landscape Plates & Buffers
- Exhibit P – Street Tree Plan
- Exhibit Q – Schematic Sewer Plan
- Exhibit R – Schematic Water Plan
- Exhibit S – Preliminary Grading & Drainage Plan
- Exhibit T – Detention Areas Plan
- Exhibit U – Typical Road Cross Sections
- Exhibit V – Neighborhood Identification Monument Signage
- Exhibit W – Architectural Character
- Exhibit X – Declaration of Covenants, Conditions and Restrictions for Heathfield on Scott’s Creek

MASTER PLAN



INDEX OF EXHIBITS
HEATHFIELD ON SCOTT’S CREEK
LAKELAND, SHELBY COUNTY, TN

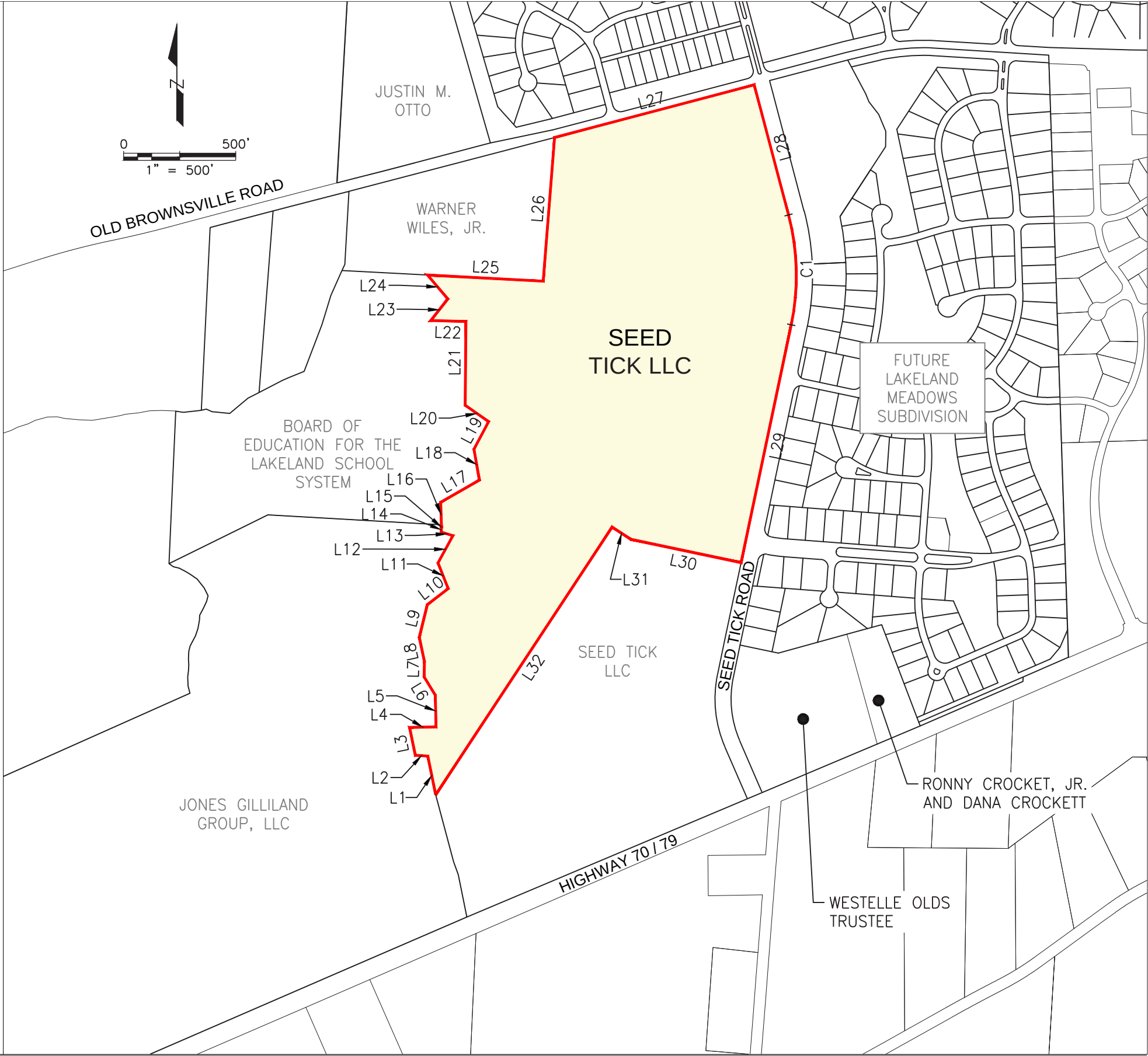




PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	175.72	N11° 37' 41"W
L2	55.58	N86° 04' 03"W
L3	127.03	N11° 32' 12"W
L4	117.96	N88° 53' 01"E
L5	141.13	N1° 26' 17"W
L6	96.80	N31° 11' 42"W
L7	66.67	N1° 24' 35"E
L8	111.93	N11° 41' 49"W
L9	149.98	N13° 51' 09"E
L10	116.50	N52° 44' 42"E
L11	123.89	N21° 22' 45"W
L12	138.54	N28° 40' 58"E
L13	54.79	N73° 07' 03"W
L14	20.07	S3° 37' 57"W
L15	3.94	S3° 37' 57"W
L16	109.37	N1° 55' 39"W
L17	198.45	N60° 20' 56"E
L18	140.50	N9° 52' 04"W
L19	139.00	N28° 01' 56"E
L20	127.90	S54° 55' 04"E

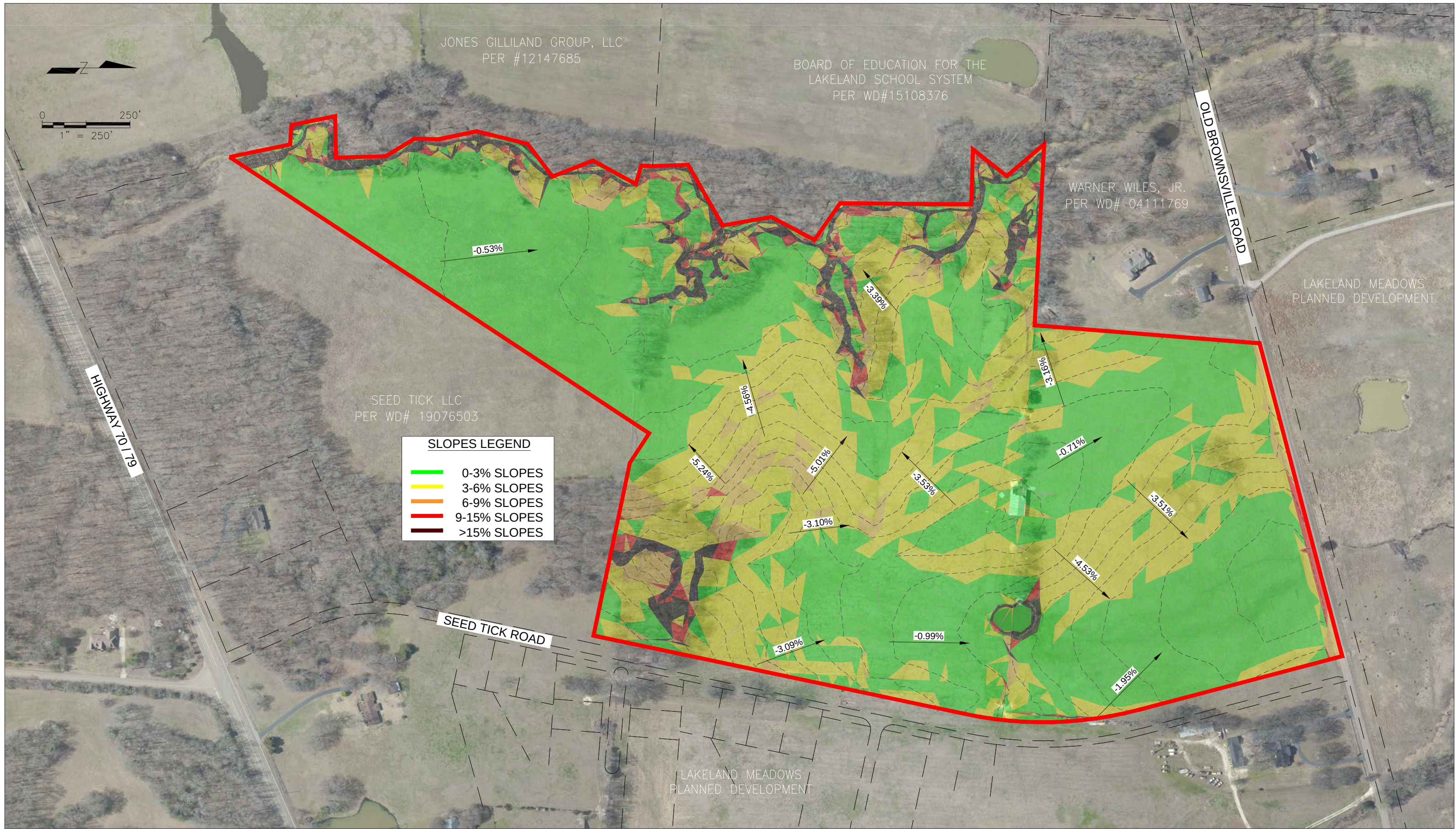
PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	373.10	N0° 33' 56"E
L22	156.83	N88° 16' 04"W
L23	122.50	N38° 15' 56"E
L24	139.73	N40° 20' 19"W
L25	516.08	S86° 57' 07"E
L26	643.14	N4° 34' 53"E
L27	920.70	N75° 14' 04"E
L28	600.06	S14° 45' 51"E
L29	1084.34	S11° 54' 43"W
L30	502.43	N78° 06' 16"W
L31	100.00	N56° 46' 24"W
L32	1429.90	S33° 22' 47"W

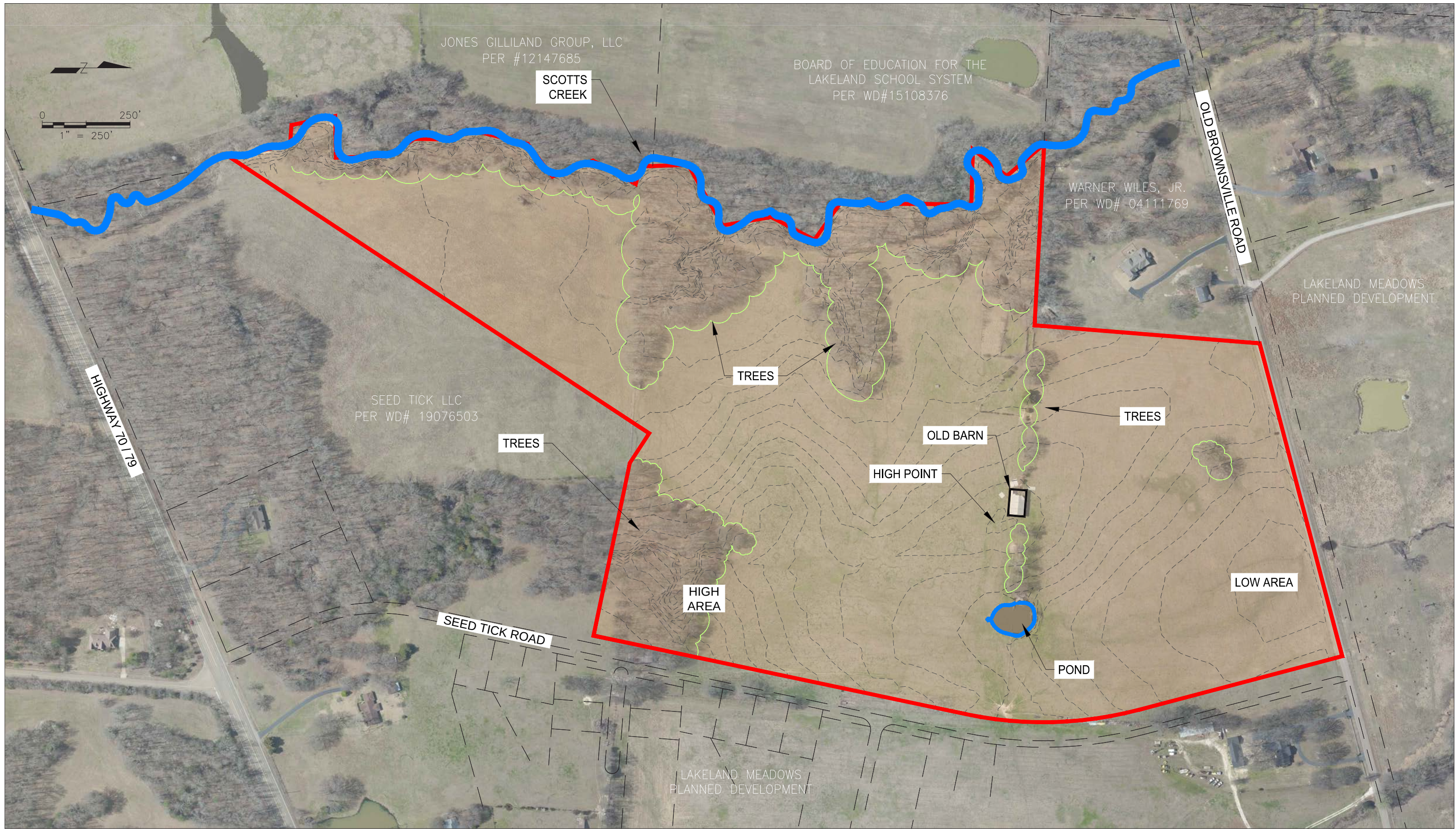
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	494.37	1061.66	26.68	N1° 25' 26"W	489.92



BOUNDARY PLOT PLAN/LEGAL DESCRIPTION - EXHIBIT C
HEATHFIELD ON SCOTT'S CREEK
 LAKELAND, SHELBY COUNTY, TN

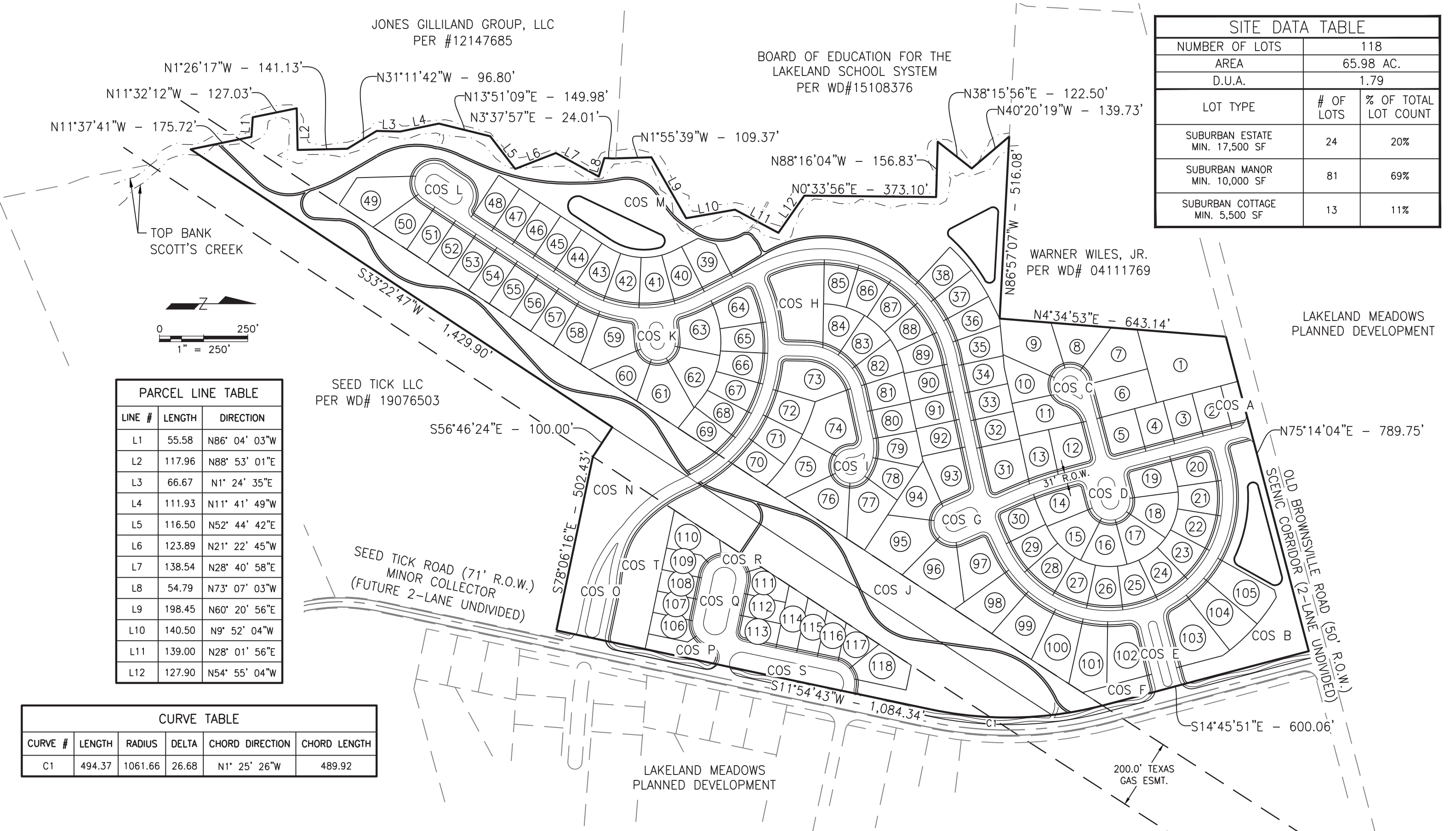








SOILS MAP - EXHIBIT G
HEATHFIELD ON SCOTT'S CREEK
LAKELAND, SHELBY COUNTY, TN



SITE DATA TABLE		
NUMBER OF LOTS	118	
AREA	65.98 AC.	
D.U.A.	1.79	
LOT TYPE	# OF LOTS	% OF TOTAL LOT COUNT
SUBURBAN ESTATE MIN. 17,500 SF	24	20%
SUBURBAN MANOR MIN. 10,000 SF	81	69%
SUBURBAN COTTAGE MIN. 5,500 SF	13	11%

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.58	N86° 04' 03"W
L2	117.96	N88° 53' 01"E
L3	66.67	N1° 24' 35"E
L4	111.93	N11° 41' 49"W
L5	116.50	N52° 44' 42"E
L6	123.89	N21° 22' 45"W
L7	138.54	N28° 40' 58"E
L8	54.79	N73° 07' 03"W
L9	198.45	N60° 20' 56"E
L10	140.50	N9° 52' 04"W
L11	139.00	N28° 01' 56"E
L12	127.90	N54° 55' 04"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	494.37	1061.66	26.68	N1° 25' 26"W	489.92



MASTER PLAN - LOT TABULATION CHART

LOT NO.	SQFT.	ACERAGE
1	41,080	0.94
2	10,500	0.24
3	10,500	0.24
4	10,500	0.24
5	13,724	0.32
6	17,500	0.40
7	19,075	0.44
8	13,457	0.31
9	20,732	0.48
10	12,221	0.28
11	15,836	0.36
12	14,174	0.33
13	11,398	0.26
14	13,507	0.31
15	12,029	0.28
16	11,486	0.26
17	11,486	0.26
18	12,029	0.28
19	13,115	0.30
20	11,842	0.27
21	10,235	0.23
22	10,391	0.24
23	10,391	0.24
24	10,391	0.24
25	10,391	0.24
26	10,391	0.24
27	10,391	0.24
28	10,391	0.24
29	10,006	0.23
30	11,847	0.27

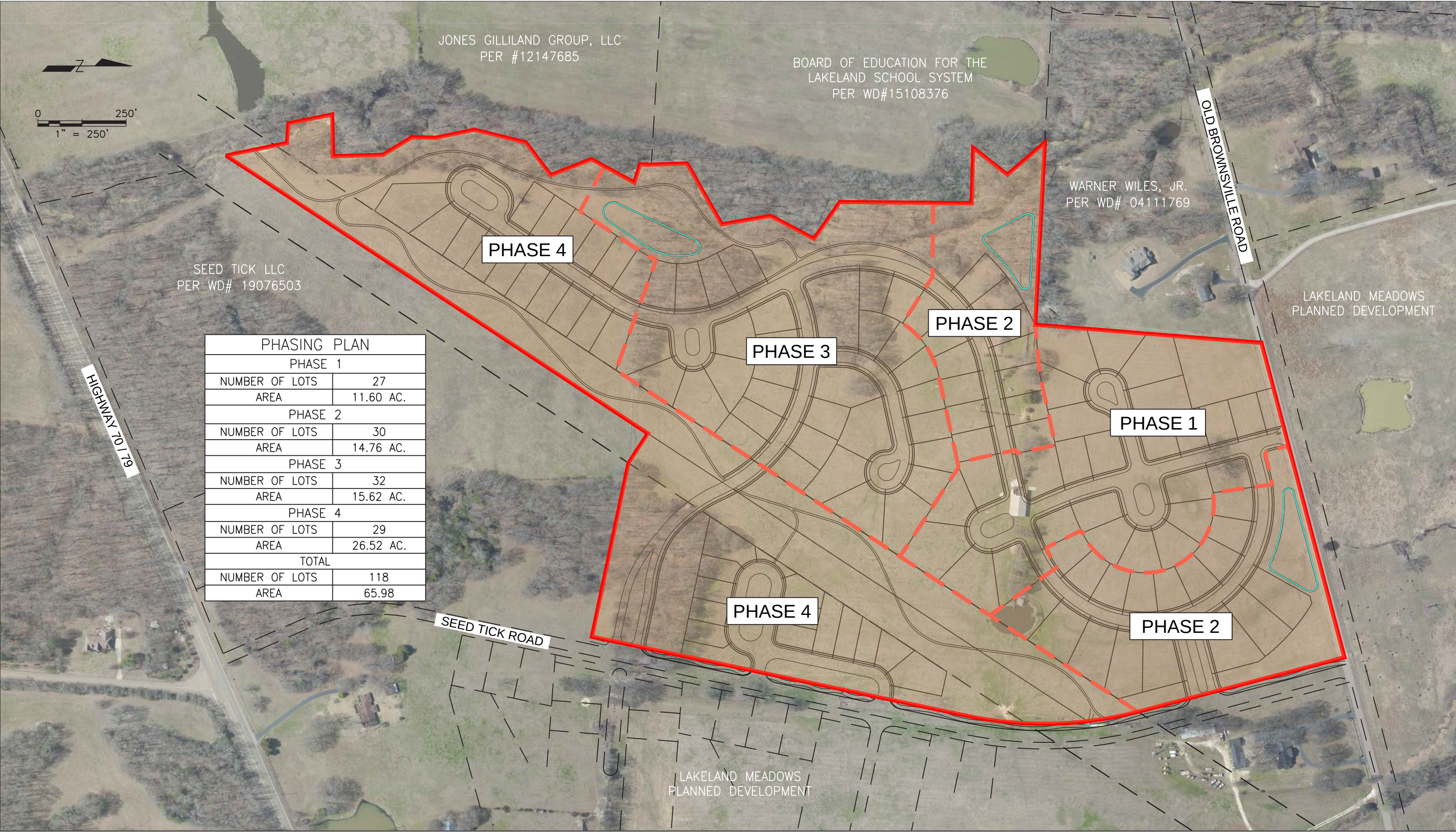
LOT NO.	SQFT.	ACERAGE
31	17,519	0.40
32	10,000	0.23
33	10,000	0.23
34	10,066	0.23
35	10,306	0.24
36	11,242	0.26
37	11,189	0.26
38	11,189	0.26
39	12,157	0.28
40	10,803	0.25
41	11,604	0.27
42	11,604	0.27
43	11,028	0.25
44	10,010	0.23
45	10,010	0.23
46	10,010	0.23
47	10,010	0.23
48	10,009	0.23
49	20,478	0.47
50	12,713	0.29
51	10,150	0.23
52	10,150	0.23
53	10,150	0.23
54	10,150	0.23
55	10,150	0.23
56	10,150	0.23
57	10,502	0.24
58	11,809	0.27
59	17,575	0.40
60	12,634	0.29

LOT NO.	SQFT.	ACERAGE
61	18,017	0.41
62	14,634	0.34
63	15,138	0.35
64	13,569	0.31
65	10,129	0.23
66	10,032	0.23
67	10,372	0.24
68	10,064	0.23
69	10,208	0.23
70	10,433	0.24
71	11,039	0.25
72	11,039	0.25
73	20,330	0.47
74	21,111	0.48
75	17,548	0.40
76	17,540	0.40
77	18,009	0.41
78	10,022	0.23
79	10,497	0.24
80	10,144	0.23
81	10,177	0.23
82	10,160	0.23
83	10,583	0.24
84	11,007	0.25
85	10,324	0.24
86	10,324	0.24
87	10,324	0.24
88	10,324	0.24
89	10,056	0.23
90	10,000	0.23

LOT NO.	SQFT.	ACERAGE
91	10,000	0.23
92	10,000	0.23
93	15,967	0.37
94	13,436	0.31
95	21,606	0.50
96	19,902	0.46
97	17,506	0.40
98	17,500	0.40
99	17,500	0.40
100	17,500	0.40
101	17,500	0.40
102	18,297	0.42
103	21,873	0.50
104	17,684	0.41
105	17,567	0.40
106	7,606	0.17
107	7,130	0.16
108	7,130	0.16
109	7,223	0.17
110	12,399	0.28
111	8,291	0.19
112	7,439	0.17
113	8,284	0.19
114	10,184	0.23
115	8,780	0.20
116	7,376	0.17
117	7,687	0.18
118	13,592	0.31



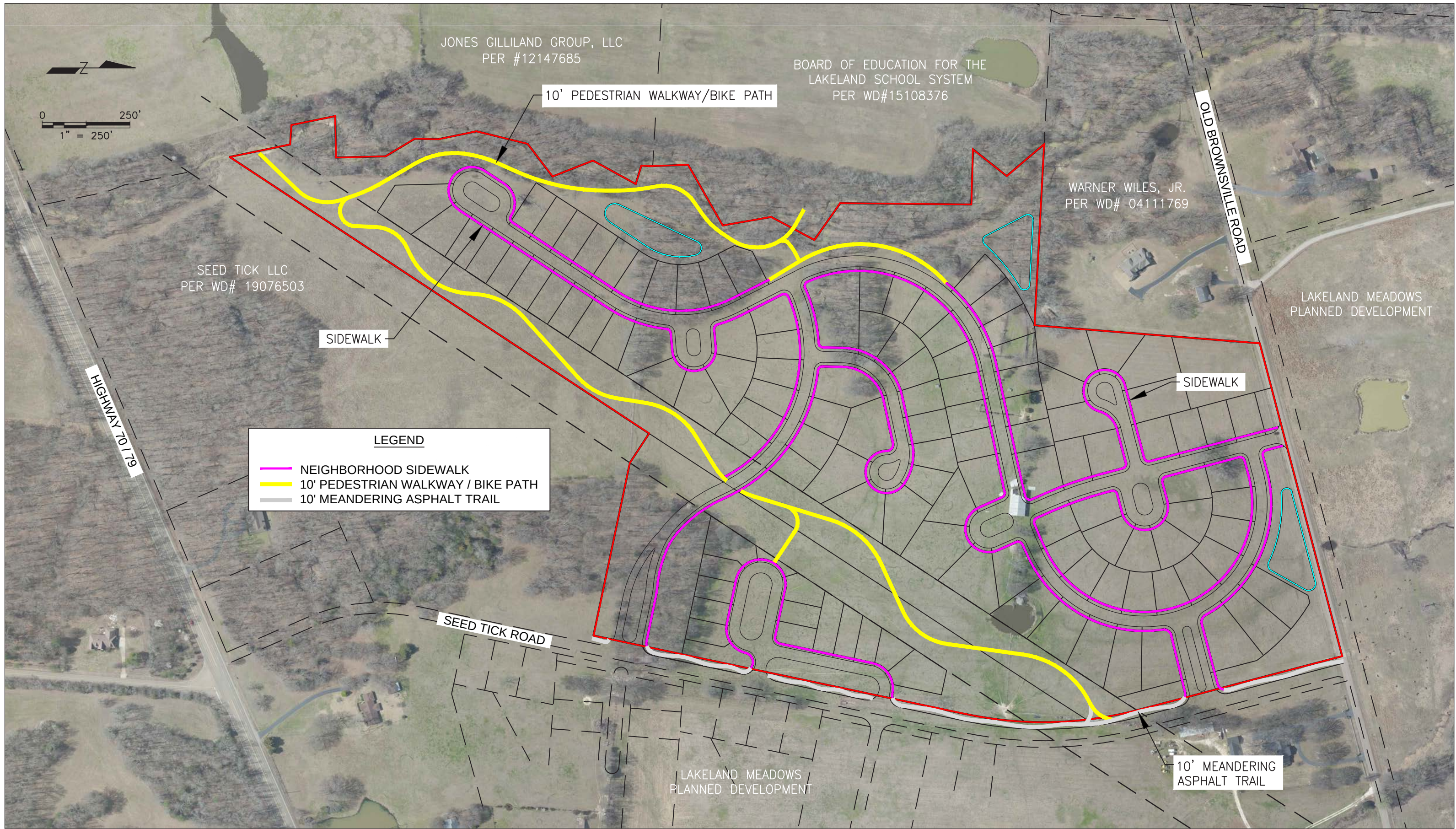
MASTER PLAN ILLUSTRATION- EXHIBIT I (2)
HEATHFIELD ON SCOTT’S CREEK
LAKELAND, SHELBY COUNTY, TN

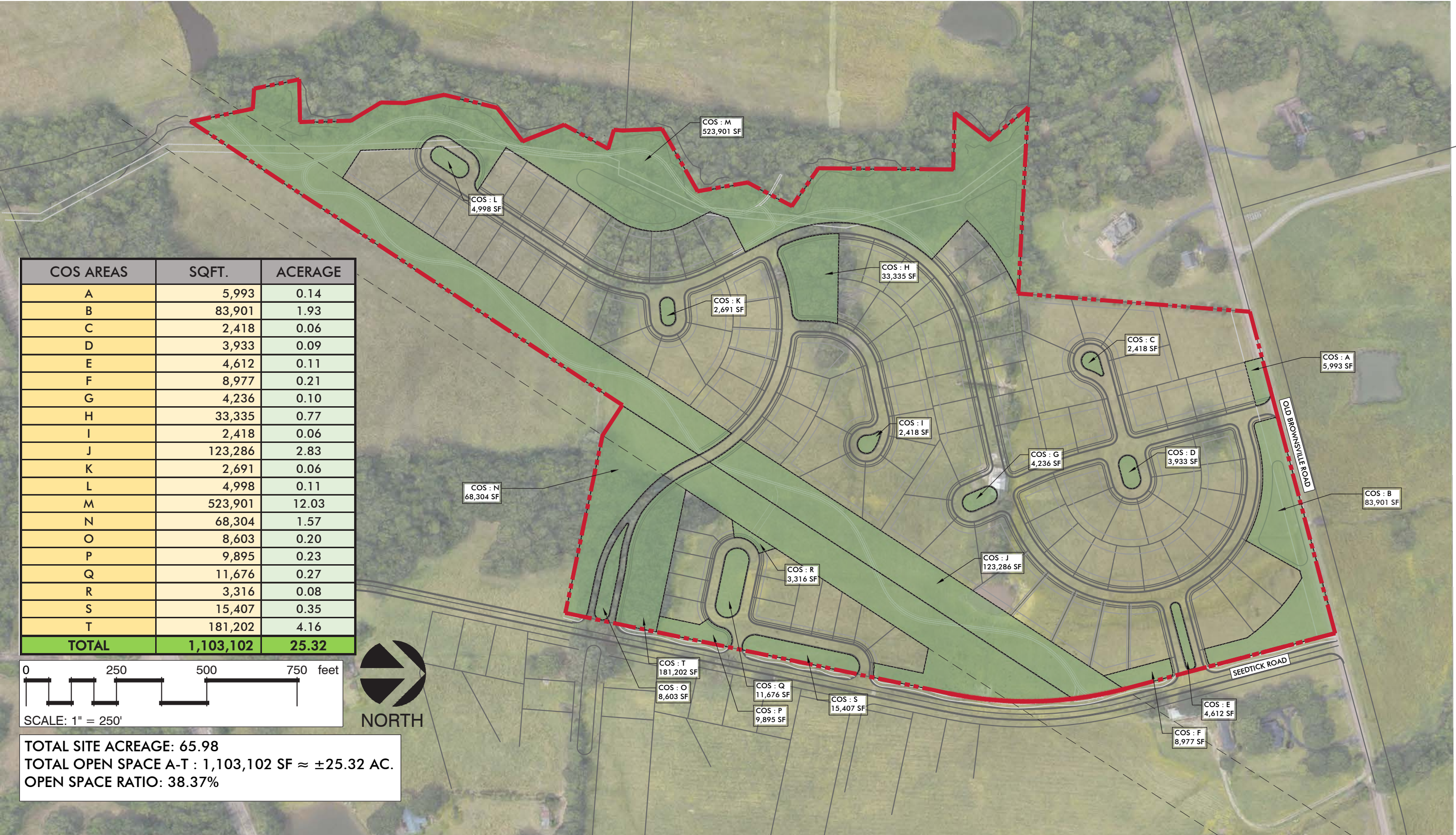


PHASING PLAN	
PHASE 1	
NUMBER OF LOTS	27
AREA	11.60 AC.
PHASE 2	
NUMBER OF LOTS	30
AREA	14.76 AC.
PHASE 3	
NUMBER OF LOTS	32
AREA	15.62 AC.
PHASE 4	
NUMBER OF LOTS	29
AREA	26.52 AC.
TOTAL	
NUMBER OF LOTS	118
AREA	65.98

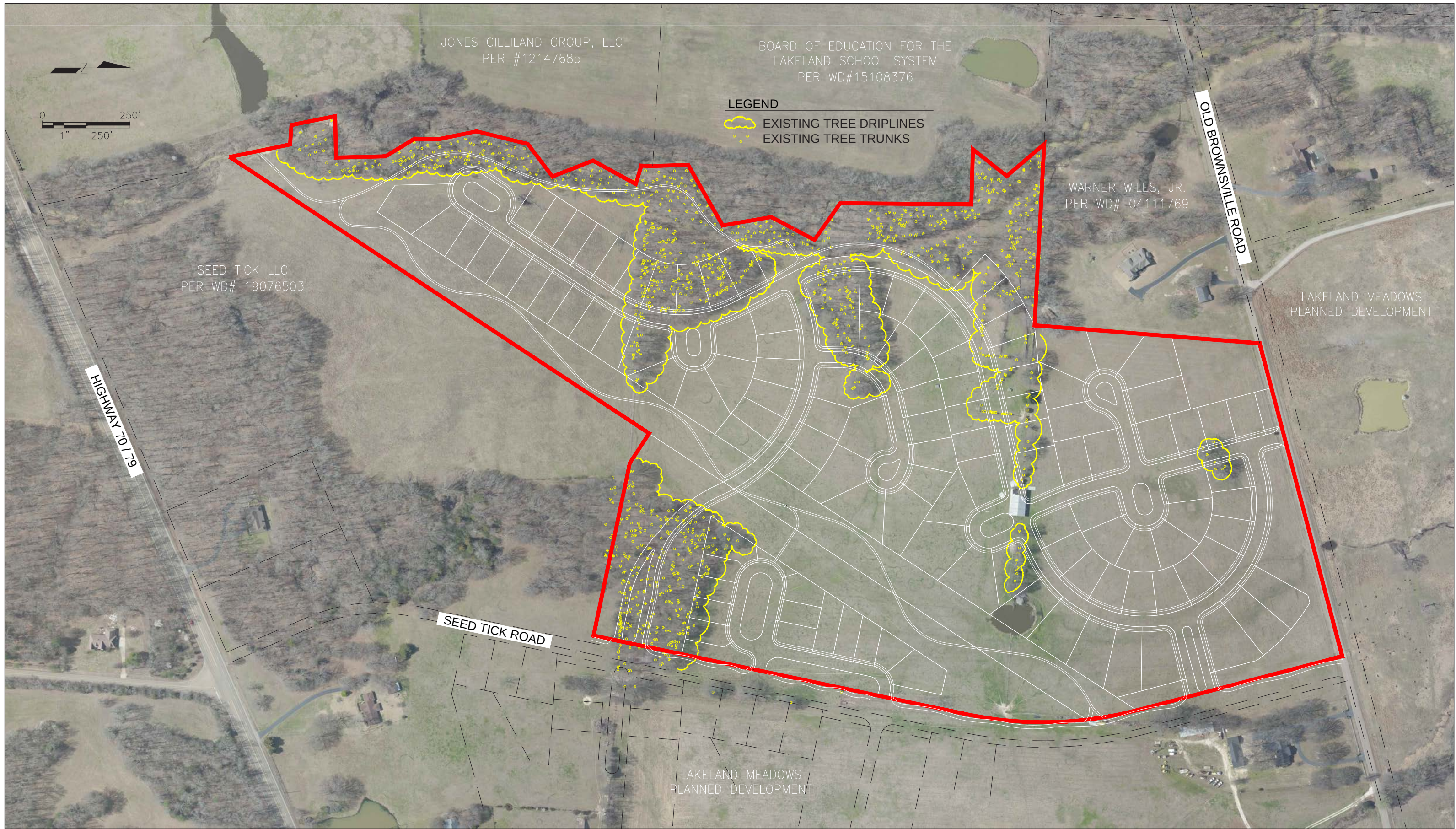


PHASING PLAN - EXHIBIT J
HEATHFIELD ON SCOTT'S CREEK
LAKELAND, SHELBY COUNTY, TN



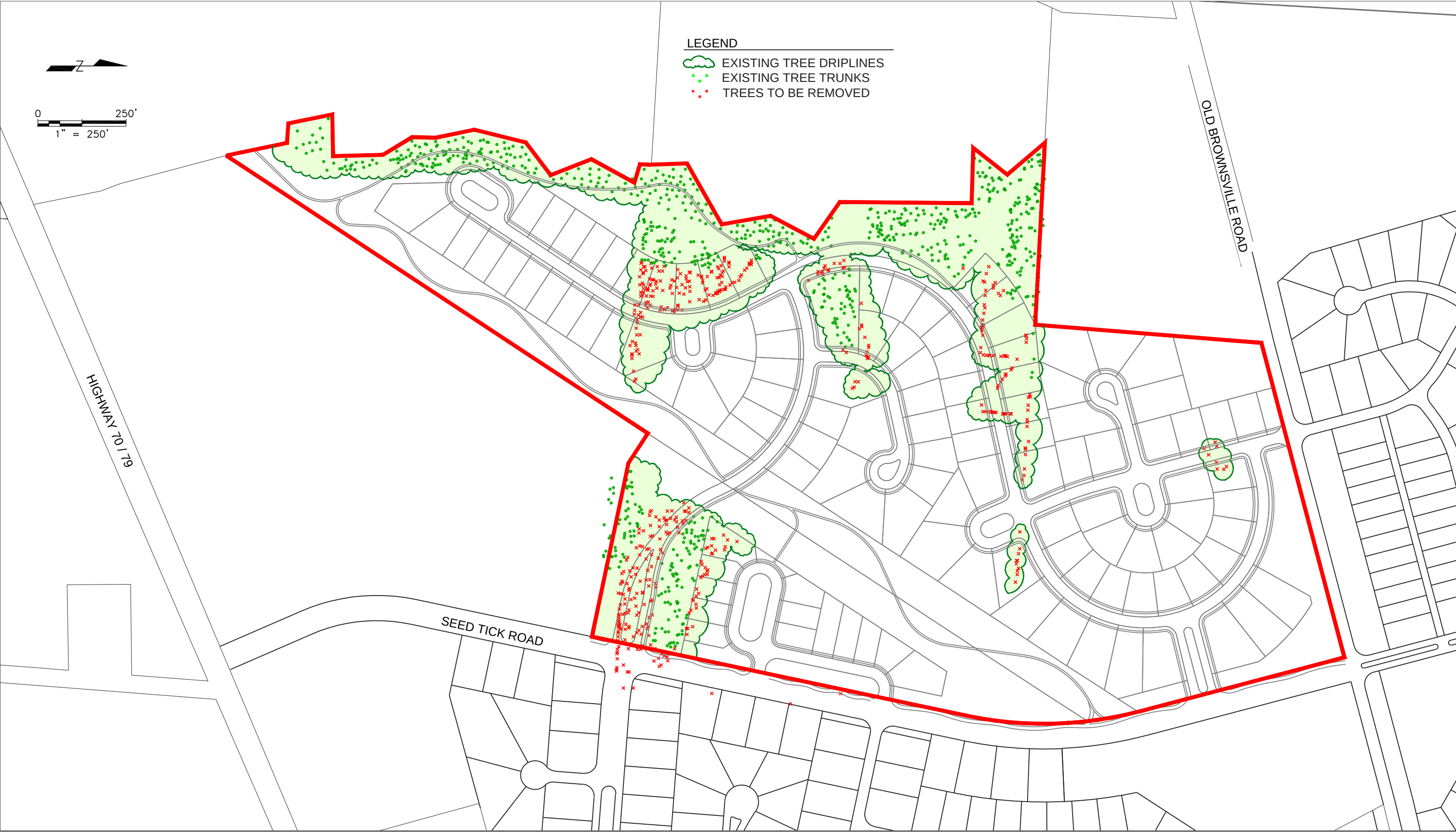


COMMON OPEN SPACE PLAN - EXHIBIT L
HEATHFIELD ON SCOTT'S CREEK
LAKELAND, SHELBY COUNTY, TN



EXISTING TREES

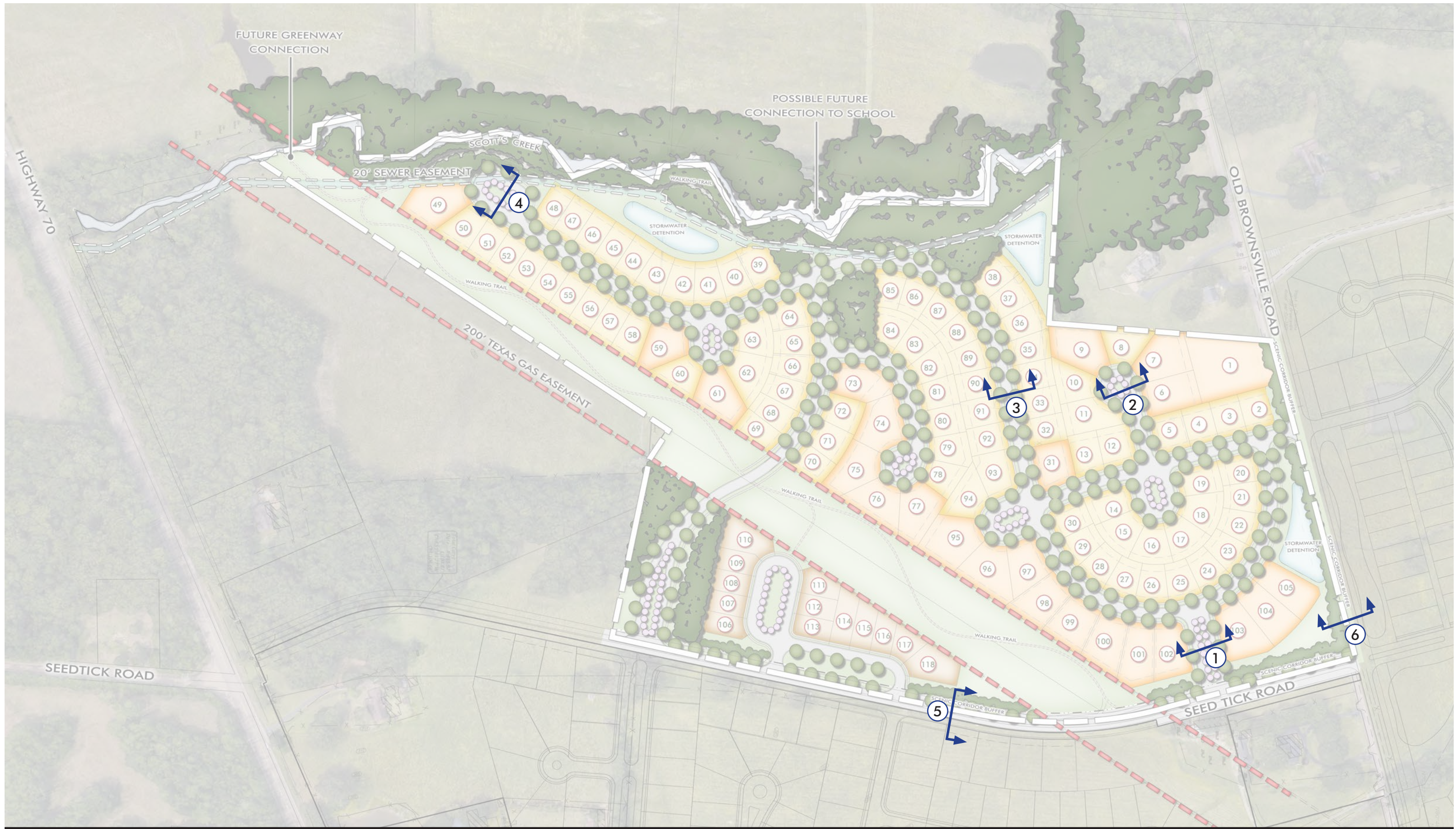
SIZE (in)	ASH	BIRCH	BRADPEAR	CEDAR	CHERRY	CHESTNUT	COTTONWOOD	CRAPEMYRTLE	DEAD	ELM	GUM	HACKBERRY	HICKORY	HOPHORN	LOCUST	MAPLE	OAK	PERSIMMON	SYCAMORE	TULIPPOPLAR	WALNUT	TOTAL
6	2			25	1					98	15	2	46		1	7	88		1			286
8	8	2		15	1				3	43	7		32		4	7	66	1	1			190
10	7	6	1	13						24	7		10		1	10	73	1				153
12	4	16		6		1	1	1	9	35	13		3		2	4	77		1		1	174
14	3	4		1						4	9	1	1	1		2	28		1		1	56
16	1	2					1	1	1	7	9		9		1	1	42		2			77
18	2	3							1	15	5		7		1	2	38				1	75
20		2		2					1	1	2						30					38
22		2									4						9					15
24	5			1					2	17	10	1	11		1	1	46			1		96
26				1						5			1			0	20					27
28											3		2			1	18					24
30	2								2	9	2		1			1	29					46
32		1															6		1			8
34										1	1						6					8
36	1									1	1				1		14		1			19
38											1						2					3
40																	5					5
42		1															9					10
44																	2					2
46																	1					1
48																	2					2
50																	1					1
52																	1					1
54																	1					1
56																	1					1
58																	0					
60																	1					1
62																	2					2
64																						
66																						
68																						
70																	1					1
	ASH	BIRCH	BRADPEAR	CEDAR	CHERRY	CHESTNUT	COTTONWOOD	CRAPEMYRTLE	DEAD	ELM	GUM	HACKBERRY	HICKORY	HOPHORN	LOCUST	MAPLE	OAK	PERSIMMON	SYCAMORE	TULIPPOPLAR	WALNUT	TOTAL
	35	39	1	64	2	1	2	2	19	260	89	4	123	1	12	36	619	2	8	1	3	1323

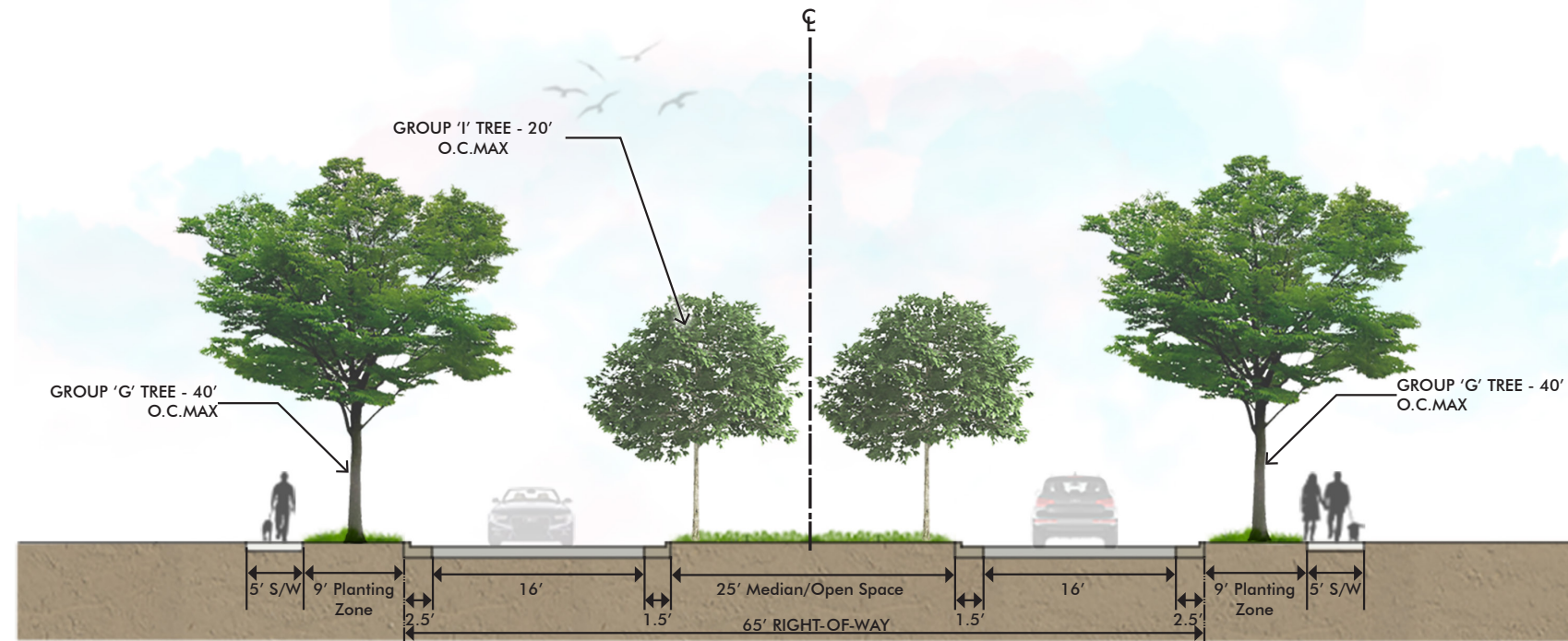


TREE DENSITY CALCULATION

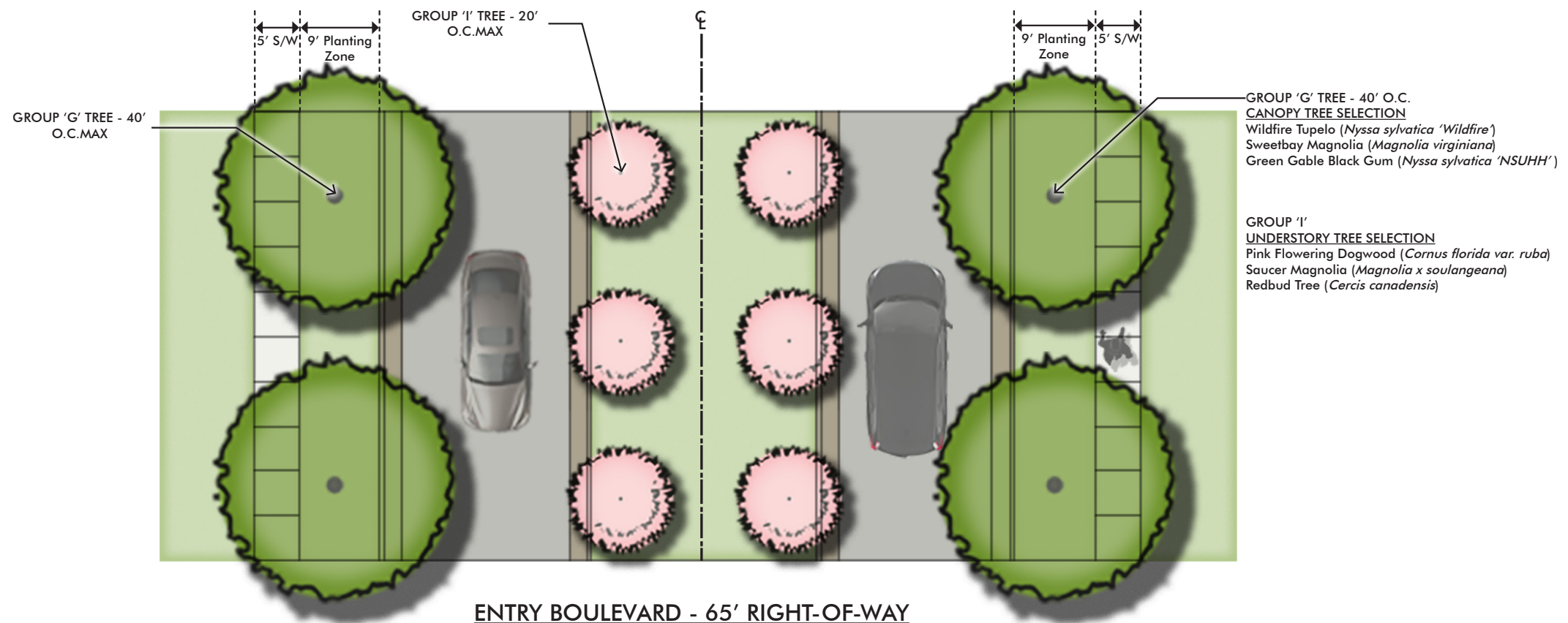
SITE ACREAGE	65.98
REQUIRED DENSITY UNITS / ACRE	20
REQUIRED SITE DENSITY FACTOR (SDF)	1,319.6

CALCULATION OF EXISTING DENSITY FACTOR (EDF)										
	DIA. (in)	TREES TO BE PRESERVED	DENSITY UNITS	EDF			DIA. (in)	TREES TO BE PRESERVED	DENSITY UNITS	EDF
HARDWOOD	5-7	175	2.3	402.5	SOFTWOOD	5-7	2	1.0	2.0	
	8-9	119	2.5	297.5		8-9	6	1.9	11.4	
	10	80	2.6	208.0		10	2	2.0	4.0	
	12	106	2.8	296.8		12	2	2.1	4.2	
	14	23	3.1	71.3						
	16	59	3.4	200.6						
	18	57	3.8	216.6						
	20	21	4.2	88.2						
	22	9	4.6	41.4						
	24	62	5.1	316.2						
	26	22	5.7	125.4						
	28	17	6.3	107.1						
	30	31	6.9	213.9						
	32	3	8.6	25.8						
	34	6	9.3	55.8						
	36	8	10.1	80.8						
	38	2	10.9	21.8						
	40	3	11.7	35.1						
	42	4	12.6	50.4						
	44	2	14.5	29.0						
	46	1	15.6	15.6						
	52	1	20.0	20.0						
	60	1	20.0	20.0						
	TOTAL EXISTING DENSITY FACTOR (EDF)									2,961.4

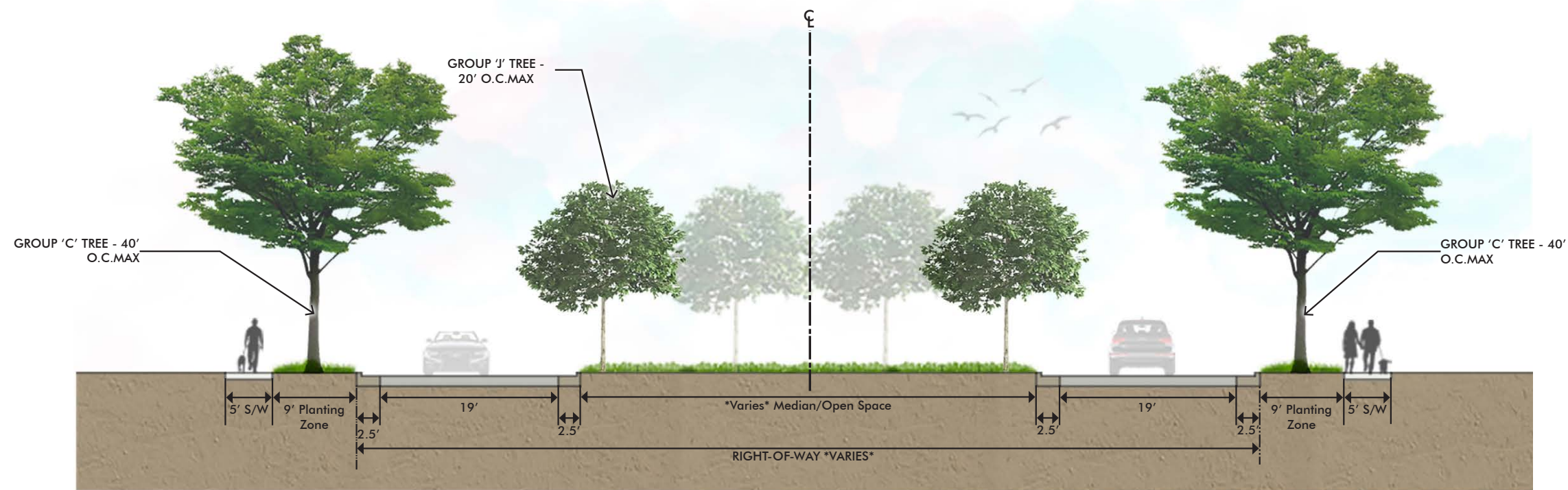




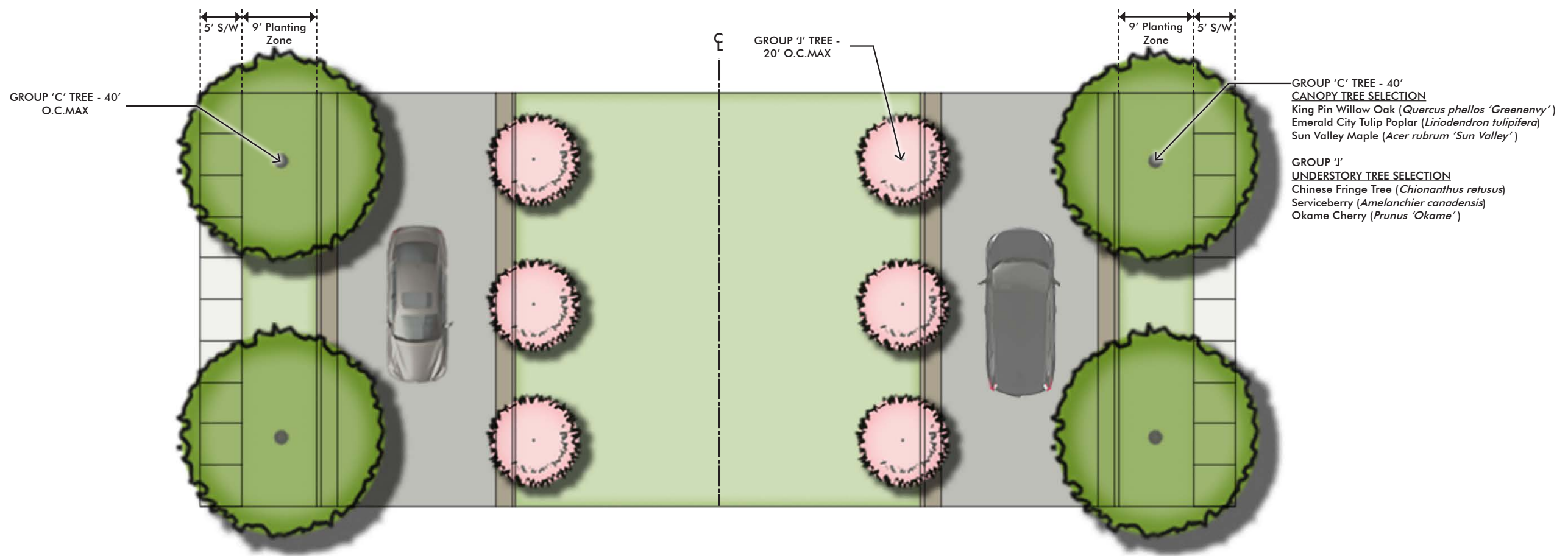
ENTRY BOULEVARD - 65' RIGHT-OF-WAY



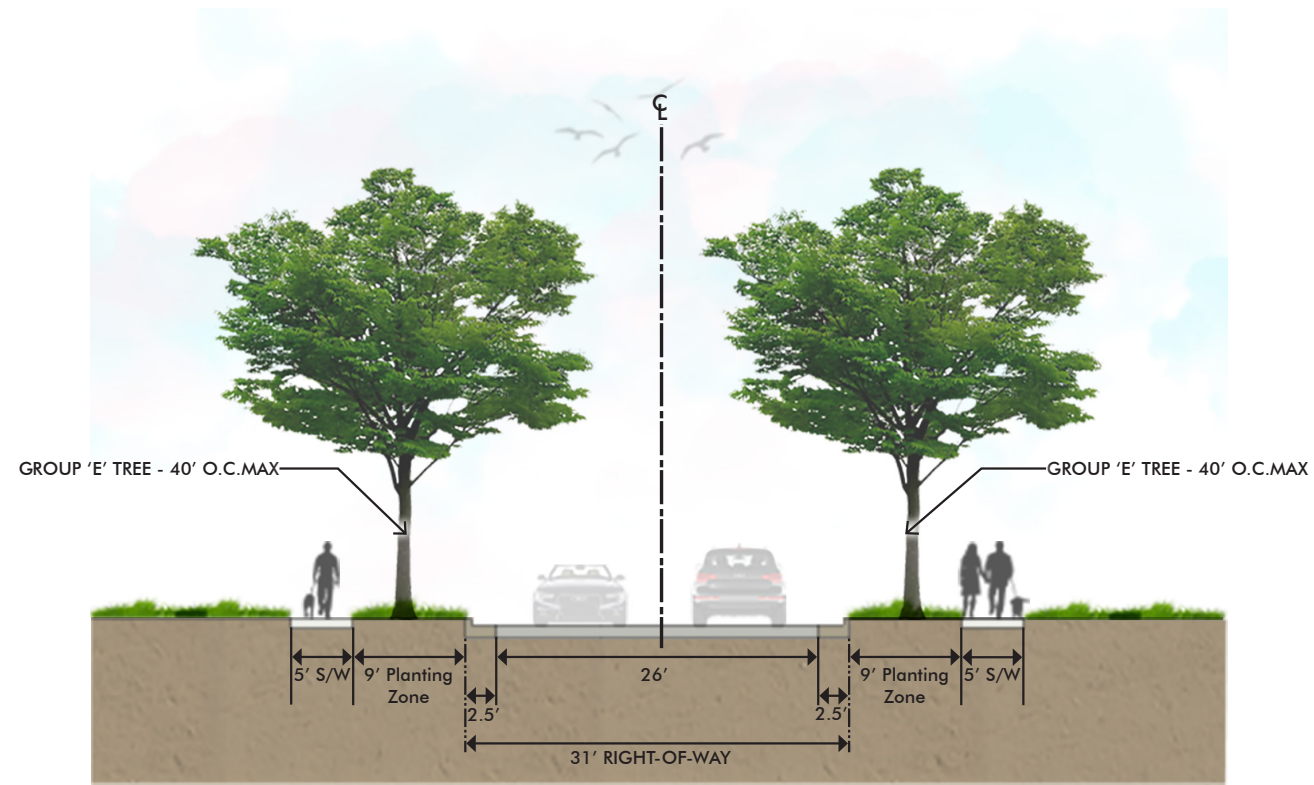
ENTRY BOULEVARD - 65' RIGHT-OF-WAY



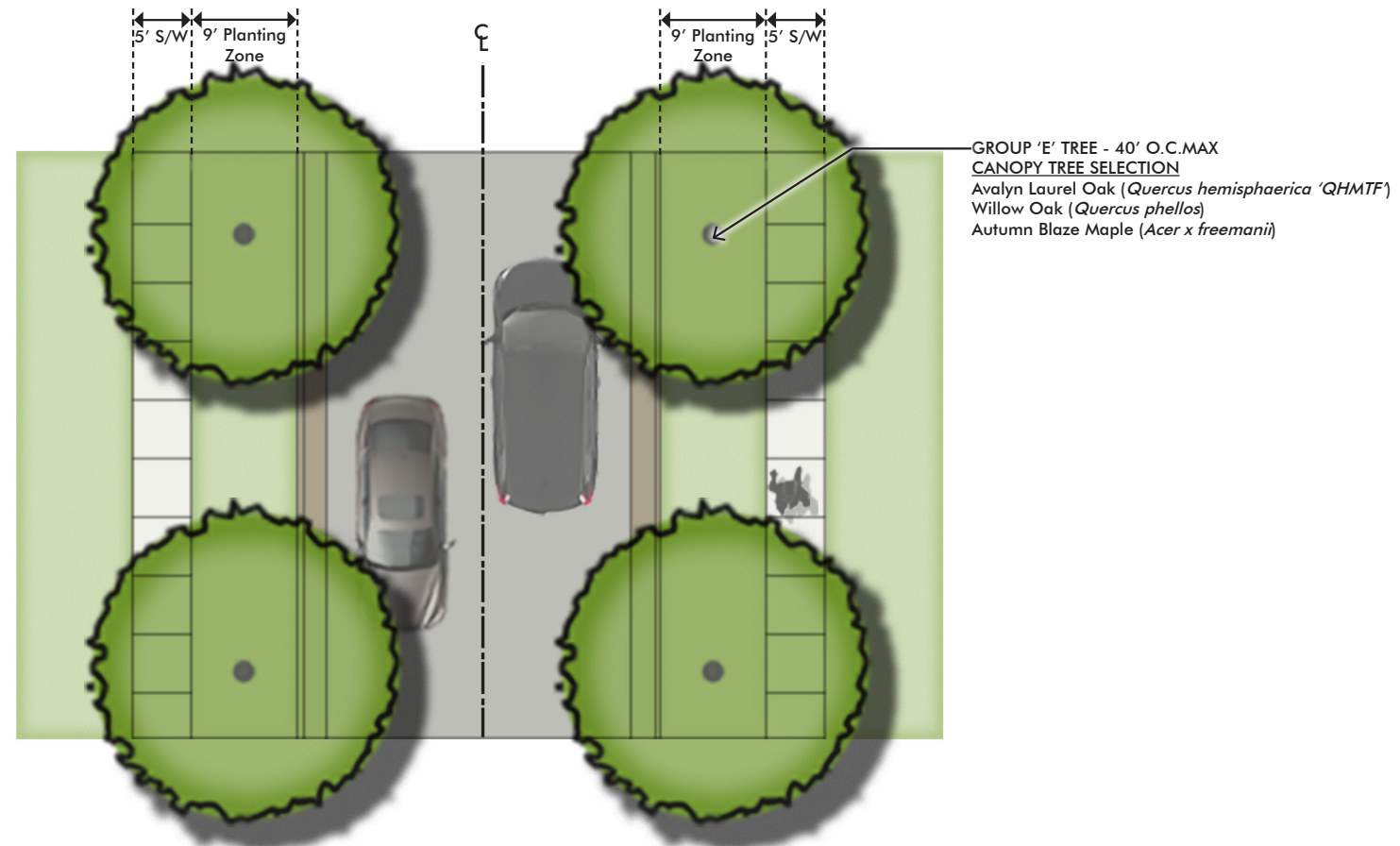
CUL-DE-SAC



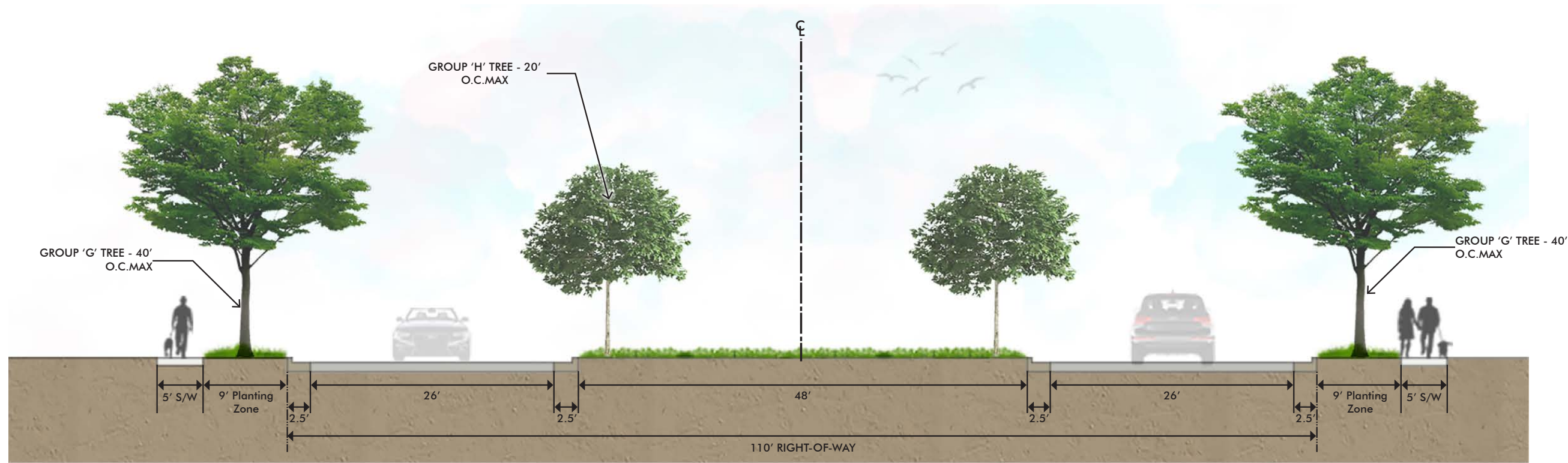
CUL-DE-SAC



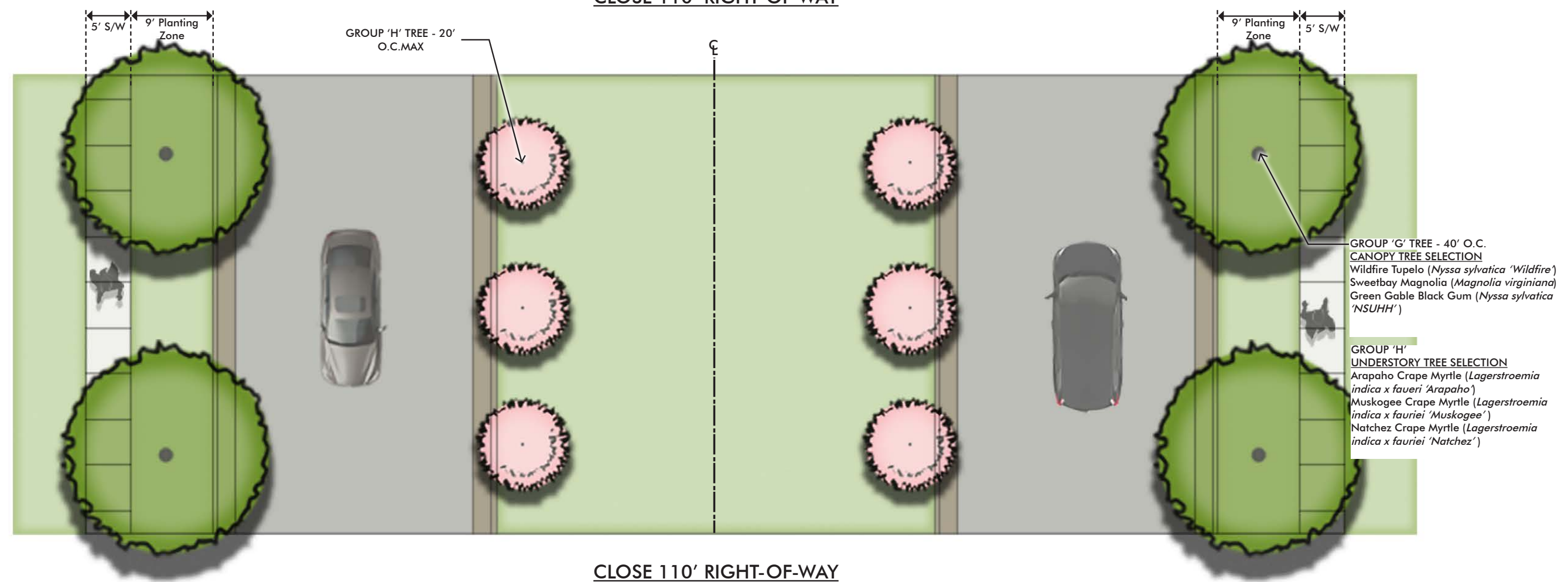
LOCAL STREET 31' RIGHT-OF-WAY

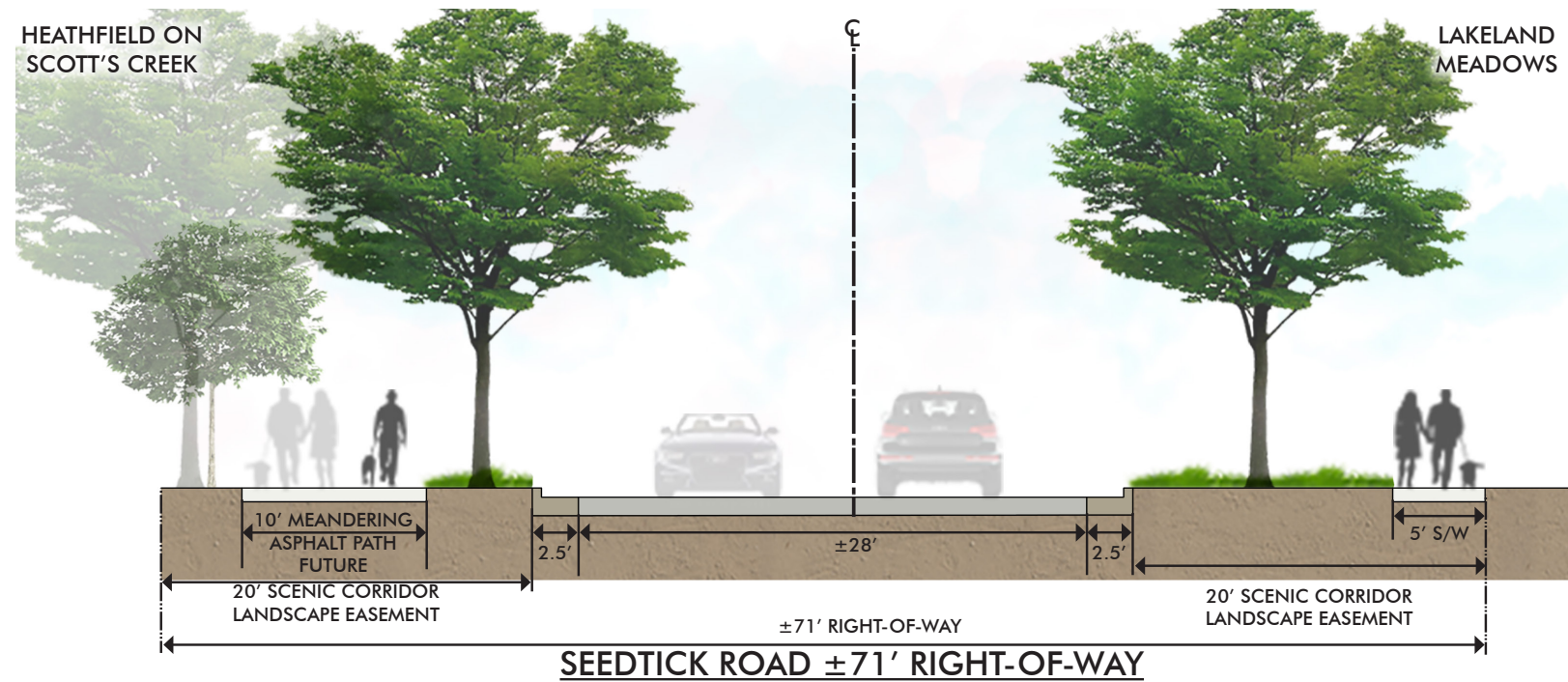


LOCAL STREET 31' RIGHT-OF-WAY



CLOSE 110' RIGHT-OF-WAY





SCENIC CORRIDOR EASEMENT

SEED TICK ROAD = +/- 1,527 LF (EXCLUDING ENTRANCES AND TEXAS GAS EASEMENT)

SCENIC CORRIDOR BUFFER REQUIREMENTS PER 100 LF:

- MINIMUM 10 LARGE OR MEDIUM CANOPY/OVERSTORY TREES
- MINIMUM 2 UNDERSTORY TREES
- MINIMUM 2 EVERGREEN TREES

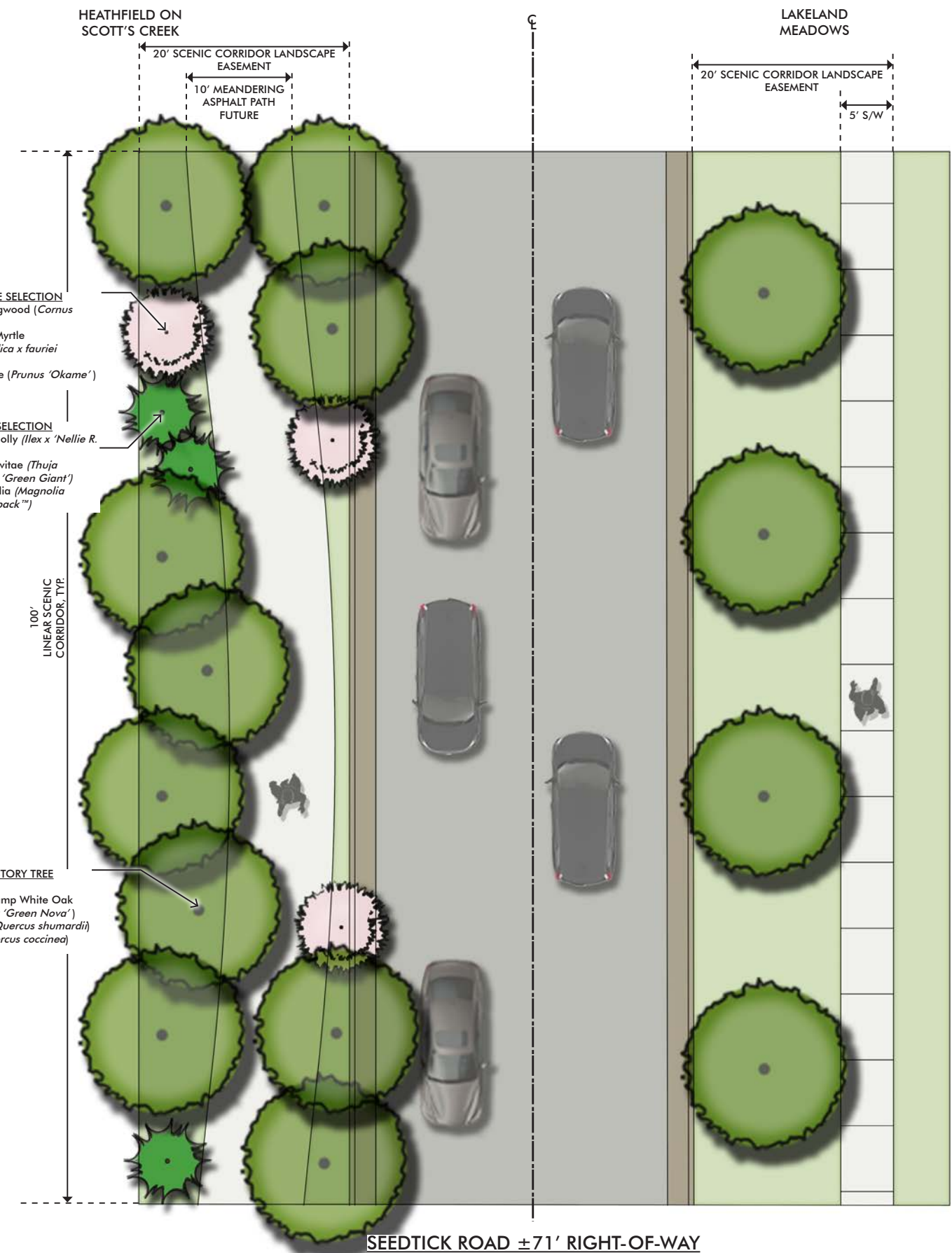
SEED TICK ROAD = +/- 1,527 LF REQUIREMENTS:

- MINIMUM 153 LARGE OR MEDIUM CANOPY/OVERSTORY TREES
- MINIMUM 31 UNDERSTORY TREES
- MINIMUM 31 EVERGREEN TREES

UNDERSTORY TREE SELECTION
 Pink Flowering Dogwood (*Cornus florida* var. *rubra*)
 Muskogee Crape Myrtle (*Lagerstroemia indica* x *fauriei* 'Muskogee')
 Okame Cherry Tree (*Prunus* 'Okame')

EVERGREEN TREE SELECTION
 Nellie R. Stevens Holly (*Ilex* x 'Nellie R. Stevens')
 Green Giant Arborvitae (*Thuja standishii* x *plicata* 'Green Giant')
 Greenback Magnolia (*Magnolia grandiflora* 'Greenback™')

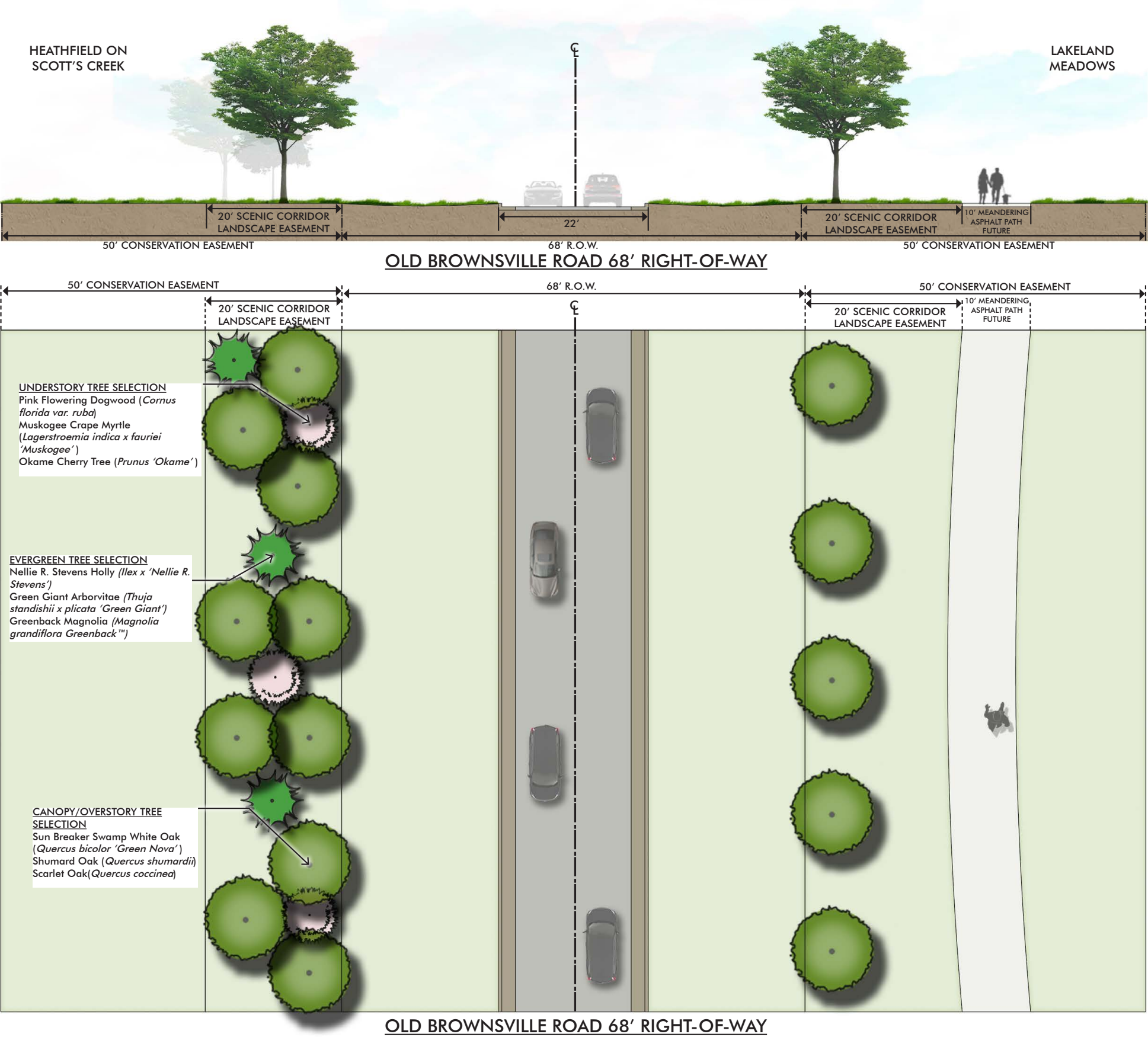
CANOPY/OVERSTORY TREE SELECTION
 Sun Breaker Swamp White Oak (*Quercus bicolor* 'Green Nova')
 Shumard Oak (*Quercus shumardii*)
 Scarlet Oak (*Quercus coccinea*)



SCENIC CORRIDOR EASEMENT
OLD BROWNSVILLE ROAD = +/- 820.70 LF (EXCLUDING THE ENTRANCE)

- SCENIC CORRIDOR BUFFER REQUIREMENTS PER 100 LF:
- MINIMUM 10 LARGE OR MEDIUM CANOPY/OVERSTORY TREES
 - MINIMUM 2 UNDERSTORY TREES
 - MINIMUM 2 EVERGREEN TREES

- OLD BROWNSVILLE ROAD = +/- 820.70 LF REQUIREMENTS:
- MINIMUM 82 LARGE OR MEDIUM CANOPY/OVERSTORY TREES
 - MINIMUM 16 UNDERSTORY TREES
 - MINIMUM 16 EVERGREEN TREES



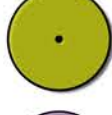
STREET TREE LEGEND

- 

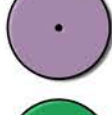
GROUP A:

 - Bur Oak(*Quercus macrocarpa*)
 - Overcup Oak (*Quercus lyrata*)
 - Beacon Swamp White Oak (*Quercus bicolor* Beacon)
- 

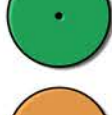
GROUP B:

 - Sun Breaker Swamp White Oak (*Quercus bicolor* 'Green Nova')
 - Shumard Oak (*Quercus shumardii*)
 - Scarlet Oak(*Quercus coccinea*)
- 

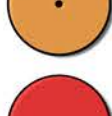
GROUP C:

 - King Pin Willow Oak (*Quercus phellos* 'Greenenvy')
 - Emerald City Tulip Poplar (*Liriodendron tulipifera*)
 - Sun Valley Maple (*Acer rubrum* 'Sun Valley')
- 

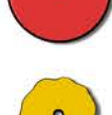
GROUP D:

 - Green Vase Zelkova (*Zelkova serrata* 'Green Vase')
 - Valley Forge Elm (*Ulmus americana* 'Valley Forge')
 - Princeton Elm (*Ulmus americana* 'Princeton')
- 

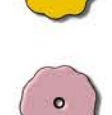
GROUP E:

 - Avalyn Laurel Oak (*Quercus hemisphaerica* 'QHMTF')
 - Willow Oak (*Quercus phellos*)
 - Autumn Blaze Maple (*Acer x freemanii*)
- 

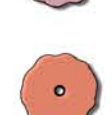
GROUP F:

 - Allee Elm (*Ulmus parvifolia* 'Emer II')
 - October Glory Maple (*Acer rubrum* 'October Glory')
 - Autumn Gold Gingko (*Gingko biloba* 'Autumn Gold')
- 

GROUP G:

 - Wildfire Tupelo (*Nyssa sylvatica* 'Wildfire')
 - Sweetbay Magnolia (*Magnolia virginiana*)
 - Green Gable Black Gum (*Nyssa sylvatica* 'NSUHH')
- 

GROUP H:

 - Arapaho Crape Myrtle (*Lagerstroemia indica* x *faueri* 'Arapaho')
 - Muskogee Crape Myrtle (*Lagerstroemia indica* x *fauriei* 'Muskogee')
 - Natchez Crape Myrtle (*Lagerstroemia indica* x *fauriei* 'Natchez')
- 

GROUP I:

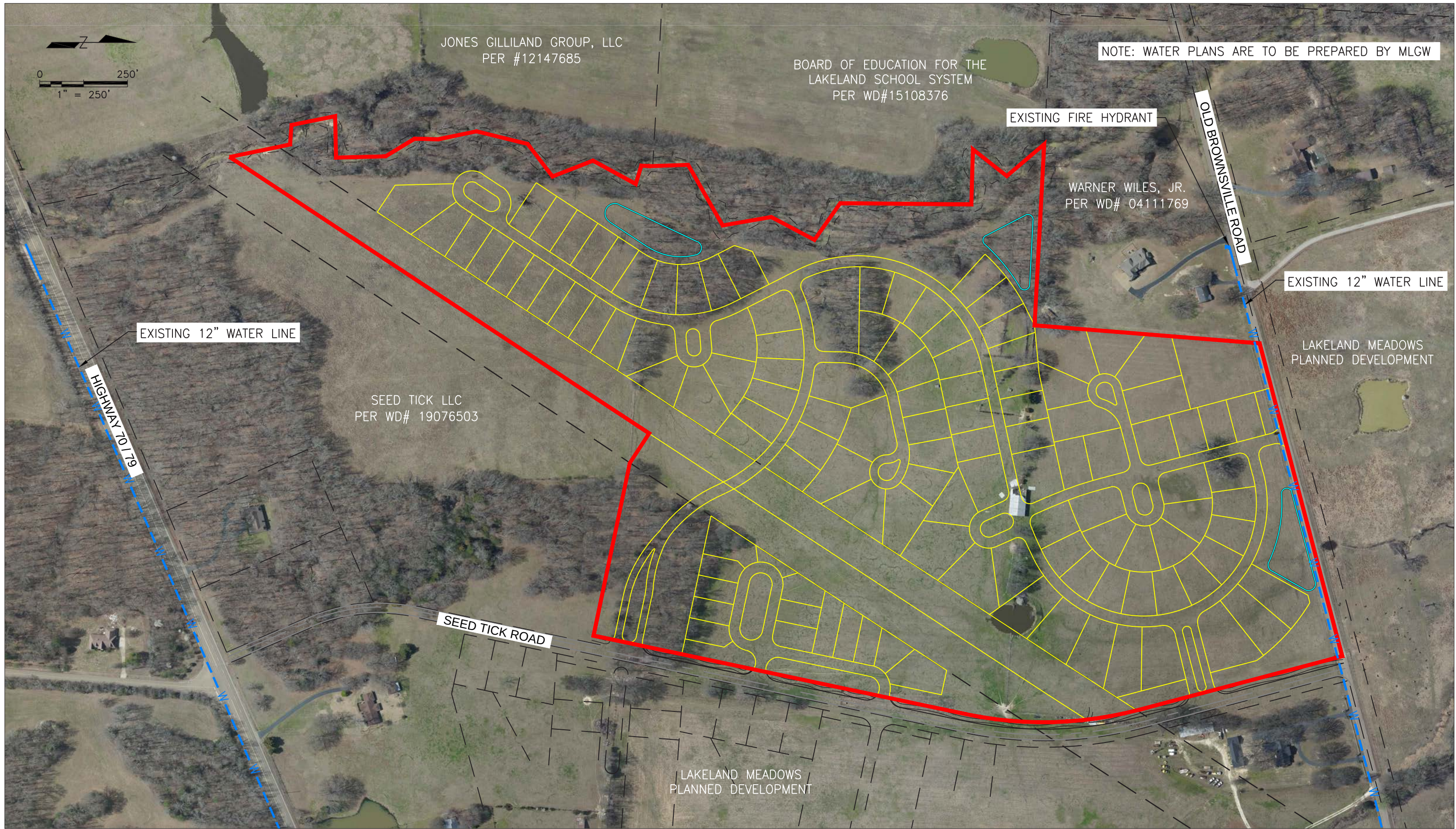
 - Pink Flowering Dogwood (*Cornus florida* var. *ruba*)
 - Saucer Magnolia (*Magnolia x soulangeana*)
 - Redbud Tree (*Cercis canadensis*)
- 

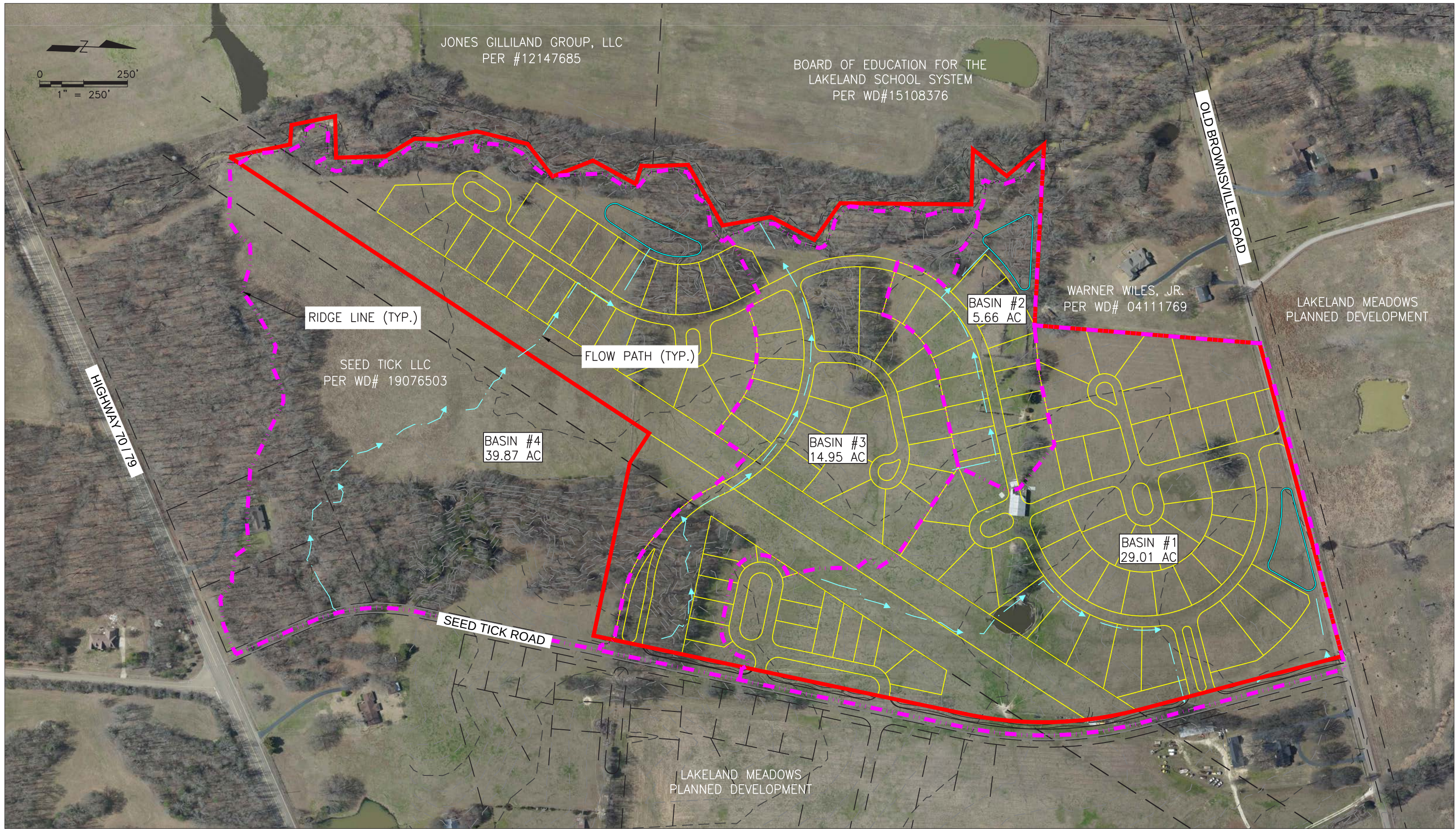
GROUP J:

 - Chinese Fringe Tree (*Chionanthus retusus*)
 - Serviceberry (*Amelanchier canadensis*)
 - Okame Cherry (*Prunus* 'Okame')

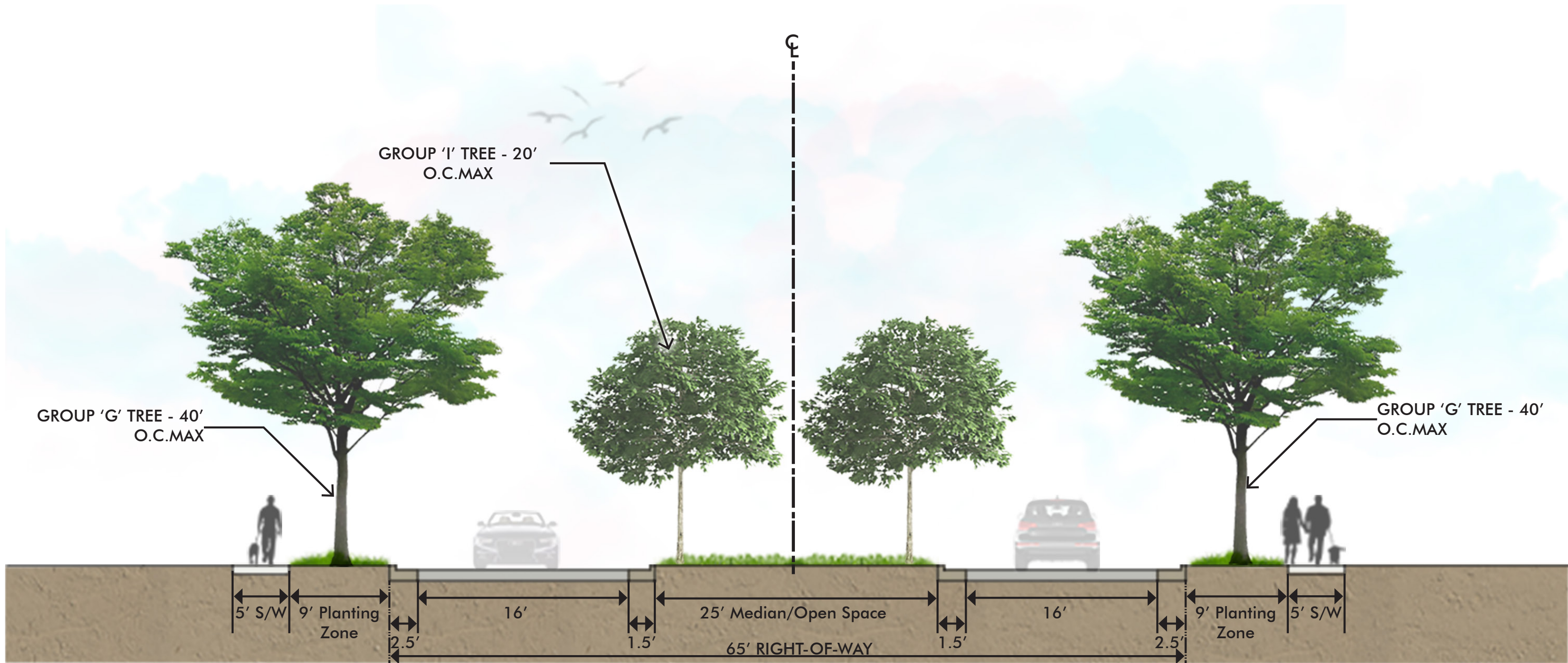




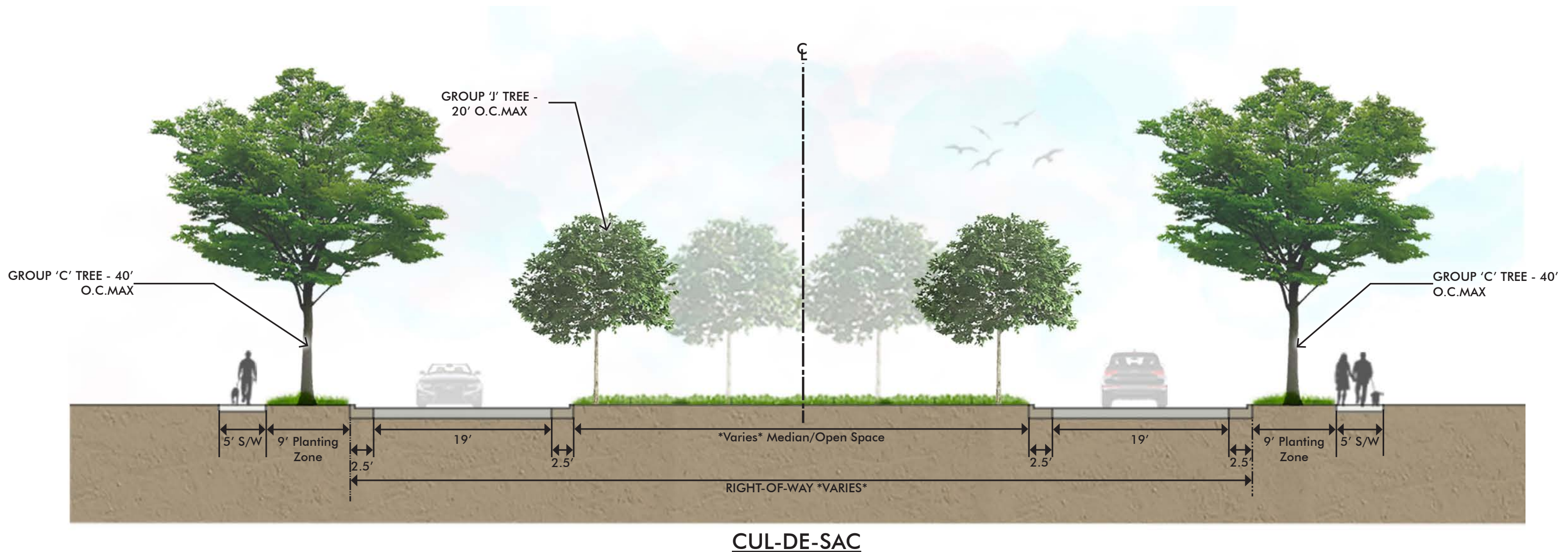


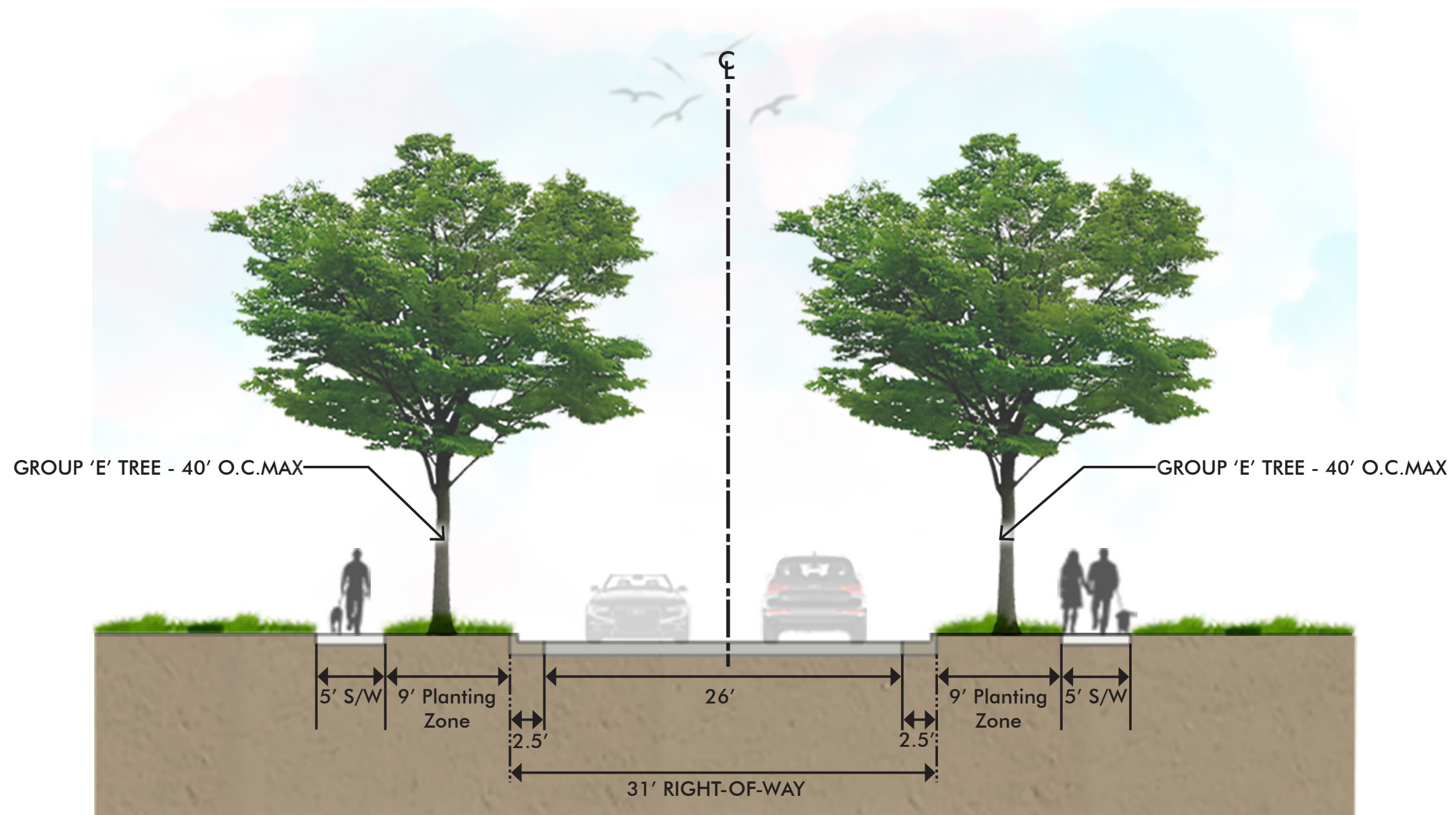




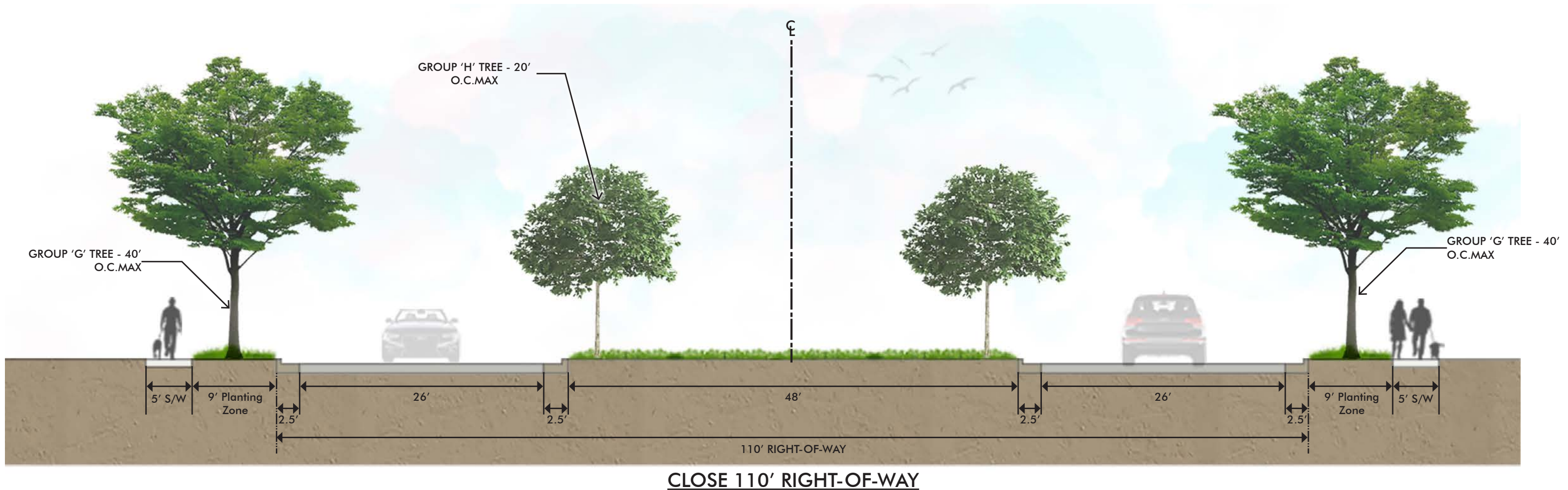


ENTRY BOULEVARD - 65' RIGHT-OF-WAY



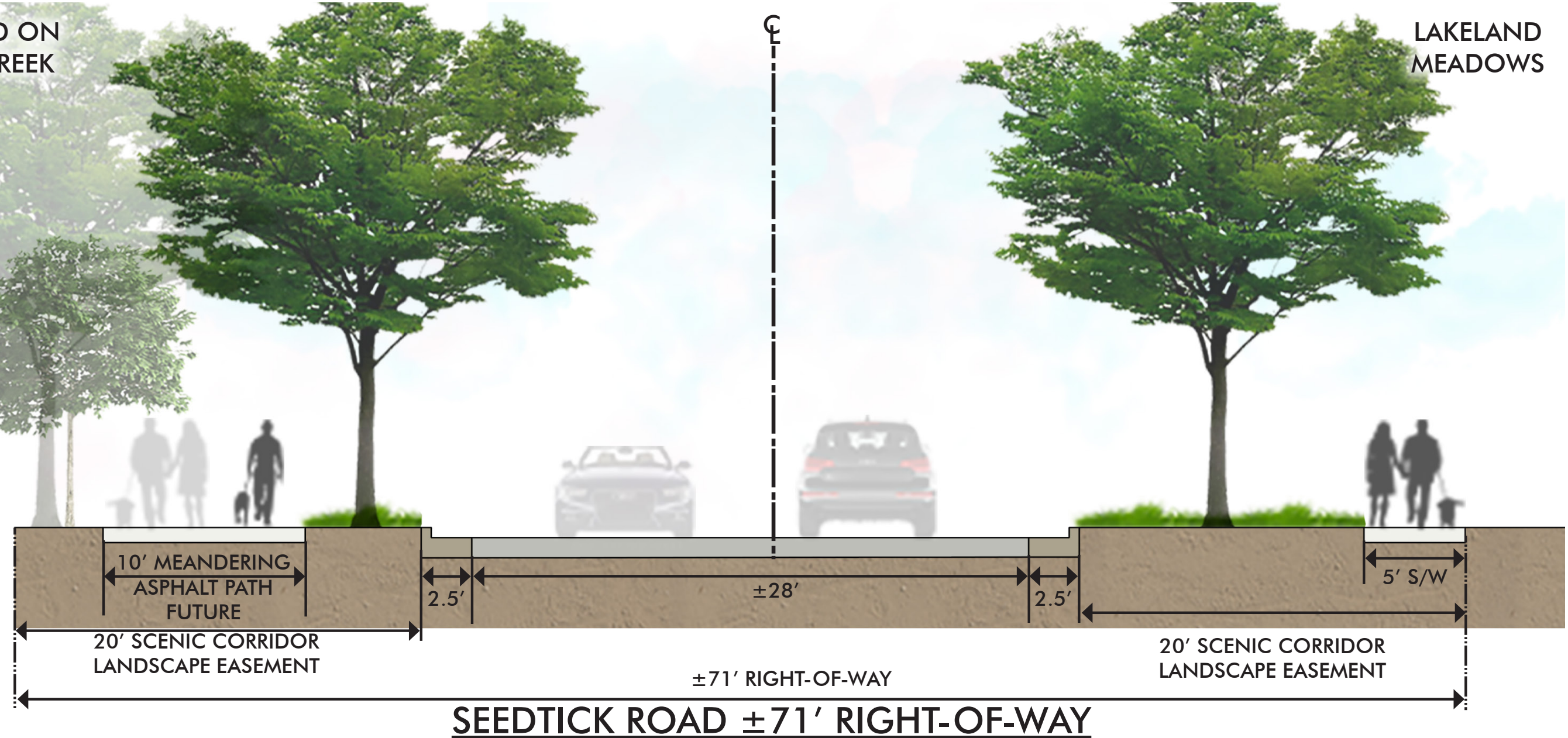


LOCAL STREET 31' RIGHT-OF-WAY



HEATHFIELD ON
SCOTT'S CREEK

LAKELAND
MEADOWS







Below are vision imagery examples of Monument Identification Signage that the design team has envisioned for Heathfield on Scott's Creek.





The Developer will form a Homeowners' Association and adopt a Declaration of Covenants, Conditions, and Restrictions, hereinafter "Declaration", to provide for harmony, continuity, and maintenance within the Community. The Declaration shall be applicable to all properties within the Community. As a part of the above, the Developer will establish an Architectural Review Committee, hereinafter "ARC", to ensure that improvements are consistent with and conform to the quality expected within the Community. This committee, or their designated architect, will review all proposed structures, site plans, building elevations, landscaping and construction materials. The ARC shall adhere to the guidelines as set forth by the Planned Development's Conditions of approval, the Declaration, and the Developer.

Heathfield on Scott's Creek Homeowner's Association will own all Common Open Spaces and ensure that all features and amenities of the development that are considered common assets are continuously maintained and repaired as needed in a quality manner.

Design Guidelines

The overall neighborhood setting shall be maintained through the use of unifying architectural guidelines that shall be set forth by the Planned Developments Conditions of approval and the Heathfield on Scott's Creek Declaration of Covenants, Conditions, and Restrictions. From the distinctive entrance to the special attention provided to open spaces. Heathfield on Scott's Creek will establish itself as a unique and carefully planned neighborhood that will compliment other developments in the area.

The purpose of these Preliminary Design Guidelines is to ensure that the homes are consistent and complimentary of one another within Heathfield on Scott's Creek. The Guidelines will govern and control the design of buildings to ensure the high quality and desirability of the Community. The Guidelines shall apply to all original construction, additions, and accessory structures. Owners, developers, consultants, and builders shall adhere to these Guidelines.

Administrative approval by the City Manager or his designate is permitted for minor deviations from the Design Guidelines. Minor deviations might be described as changes that do not substantially affect the massing, form, style, overall building materials, streetscape of the lot or its structures, while maintaining overall consistency with the Design Guidelines. Major deviations shall require amendments to the PDP, Final Development Plan (FDP), and / or any approval deemed applicable for amendment by the City of Lakeland.

1. The photographs (See Exhibit "W (1)") provided convey general architectural intent Heathfield on Scott's Creek's homes shall consist of a variety of architectural styles in order to promote a diversity of home styles that complement one another in the setting of a cohesive yet diversified community. Permitted architectural styles shall include, but not be limited to, Craftsman, Bungalow, Farmhouse, Federal, French Provincial, French Country, Georgian, Gothic Revival, Greek Revival, Queen Anne, Regency, Tudor, and Victorian.

Each home shall contain the following architectural features:

- Exterior materials shall be consistent with the architectural style of the home
- Exterior material other than brick, natural stone, and manmade stone shall be Hardie concrete siding or equivalent.
- Architectural shingles
- Rear facades of homes on reverse frontage lots shall use the same materials and have similar architectural elements as the front and side facades of the home.

In addition, home designs are encouraged to provide many of the following features that may not be appropriate on every home:

- Covered porches
- Decorative shutters
- Concrete walkways from front door to decorative iron mailbox at street

Meeting Cycle: Thursday, June 17, 2021

Subject: Action on a recommendation to Amend the Land Development Regulations of Lakeland, Tennessee, to make interim amendments to the Land Development Regulations concerning allowed uses and development standards for multi-family

Staff Contact: Richard Donovan, Planning Consultant

STAFF RECOMMENDATION

Staff recommends deferral with guidance from the MPC on how they would like the Staff to proceed.

DISCUSSION

BACKGROUND:

In 2017, the USPS published the *National Delivery Planning Standards: A Guide for Builders and Developers*; this document contains guidance to builders and developers for the installation of Cluster Mailbox Units (CBU). Additionally, the Tennessee District of the USPS provided a Builder and Developer Information Packet that provided further information. CBUs provide centralized mail service versus individual curbside mailboxes. Both documents provide standards such as:

- How delivery will take place
- Development that requires CBU
- What equipment will be required
- Installation requirements and standards
- Etc.

The guidance from the USPS fails to address the design aesthetics, landscaping, parking, or location of CBUs. These are all items that could be potentially included in regulations related to CBUs.

Below you will find items that will need to be considered for inclusion in the potential amendment, a rough draft of the amendment, and examples of CBUs. The draft amendment was based on requirements in the USPS guidance and research of other communities' ordinances.

At the meeting, we can discuss how to proceed forward with this amendment.

ITEMS TO CONSIDER:

- 1) Applicability
 - i. Residential (Single Family or Attached Housing)
 - ii. Commercial – USPS guidance requires them for multi-tenant building. Do we want to require a similar standard when visible from ROW?
 - iii. Multi-family – centralized mail delivery is utilized for all sites. Do we want to require a similar standard for exterior CBU
- 2) Installation Responsibility
 - i. Developer
 - ii. Must plan for location at:
- 3) Outline Plan
- 4) ii. Preliminary Plat
- 5) iii. Site Plan for mixed-use, multi-family, or commercial.
- 6) Landscaping around the CBU.
 - i. Any fencing when placed adjacent to a buildable lot?
 - ii. Evergreen buffer around boxes.
 - iii. Hesitant to enclose the space too much for safety reasons.
- 7) Design?
 - i. Box cap/top
 - ii. Post style
 - iii. No post and require brick or stone.
 - iv. Color?
 - v. Common Colors
 1. Green
 2. Black
 3. Bronze
 4. Beige
 - vi. Exclude silver/galvanized look boxes.
- 8) Location.
 - i. Centralized (all in one location)
 - ii. With each phase.
- 9) Developers likely prefer to install with the phase no install one centralized location.
 - i. Common open space not within the ROW or with amenity.
- 10) Parking
 - i. On-street vs. off-street
 - ii. ADA
 - iii. No backing out into ROW
- 11) ADA access
- 12) Is a permit needed?
 - i. To trigger an inspection to ensure approved plans followed.
 - ii. Accessory structure, if a canopy is provided.

ROUGH DRAFT OF AMENDMENT:

Applicability:

In situations where the United States Postal Service determines that individual mail delivery will not be available to new development, the following requirements shall apply.

Definitions:

Cluster Box Unit (CBU)- A Cluster Box is a centralized unit of individually locked compartments for the delivery and collection of mail.

Parcel locker- A unit that is installed alongside neighborhood delivery and collection box units or in conjunction with PO Boxes in a retail facility. They are used for parcel and package delivery.

Location Requirements:

Every development that includes a cluster box unit (CBU) must adhere to the following location provisions:

- a) The location of the CBU mailbox is to be shown on the preliminary and final plat and shall be approved by the City of Portland planning staff and by the USPS.
- b) Every CBU must be located in a convenient area accessible to all residents and shall be no further than $\frac{1}{4}$ mile radius from the nearest property line of any lot served by the CBU.
- c) No CBU or the accompanying impervious surface, lighting, structures, parking, landscaping, or accompanying accessory structures may be located within the public Right-of-Way.
- d) The CBU will not be subject to the front, and rear setbacks outlined in the underlying zoning but shall be subject to the same side setback requirements as prescribed by the underlying zoning if adjoining a buildable residential lot.
- e) No CBU or its accompanying impervious surface, lighting, or structures shall be located in the floodway.
- f) No CBU shall be permitted in the center of a cul-de-sac or median.
- g) Access to the CBU shall only be located from a local street.
- h) No CBU shall be located at the end of dead-end streets.
- i) All CBUs shall not obstruct visibility at intersections in accordance with Section 6-305.4.

Ownership:

Installation of cluster box units(s), as well as any associated shelters, lighting, parking, and other related amenities, shall be the responsibility of the developer and/or home owner's association (HOA).

Maintenance of the cluster box units(s), shelter, lighting, parking, landscaping, and other related amenities shall be the responsibility of the home owner's association (HOA) of the neighborhood or the residents served by the CBU. In no case will the city be responsible for the maintenance of the CBU and its associated impervious surfaces, lighting, structures, parking, landscaping, or accompanying accessory structures.

Parking Requirements:

Every cluster box unit (CBU) must adhere to the following parking provisions:

- a) Required CBU parking may not be included in the calculations for any required on-street parking.
- b) At least one ADA compliant parking space is required within 50 feet of each CBU.
- c) Two parking spaces shall be required for each CBU with less than 50 boxes; for every 50 additional CBUs, one parking space shall be required to be provided within 50 feet of the CBUs.

Design Requirements:

Every cluster box unit (CBU) must adhere to the following design provisions:

- a) No more than five (5) CBUs may be grouped at any one location and must be placed as closely as possible to the lots they serve. More than five (5) CBUs may be grouped if provided as a part of an onsite amenity (i.e., clubhouse, swimming pool, or other amenity approved by the MPC/DRC).
- b) Every CBU must be anchored by a concrete pad in accordance with Table 1-XX and have a minimum 5-foot sidewalk parallel to the CBU.
- c) Must have access to sidewalk and parking via a minimum 5-foot-wide sidewalk.
- d) All CBU(s) must meet all reach requirements outlined in Section 308.2 and 308.3 of the 2010 ADA Standards for Accessible Design.
- e) CBU(s) must be designed in a similar color and material as other accessory amenities within the development.
- f) Must be lighted by .5 foot candle over the entire structure and path and must adhere to Section 5.2 of the City of Portland Design Standards.

Table 1-XX: Anchor Pad Size

Number of Units:	Pad Size:
1 unit	4' X 4'
2 units	4' X 7'
3 units	4' X 10'
4 units	4' X 13'
a) All free-standing pads must be 8" thick b) When a parcel locker is constructed at any CBU location, increase the pad size by 4' X 4'.	

Landscaping:

Landscaping may be required when necessary to screen abutting lots and provide privacy to residents. Or when deemed necessary to create a cohesive aesthetic with the rest of the development.

EXAMPLES OF CLUSTER BOXES:

:



Figure 1



Figure 2



Figure 3



Figure 4



Figure 5



Figure 7



Figure 6



Neighborhood Corner - Single-Family Residential

Figure 8



Community Gathering Area - Multi-Family Residential

Figure 9



Figure 10



Figure 11

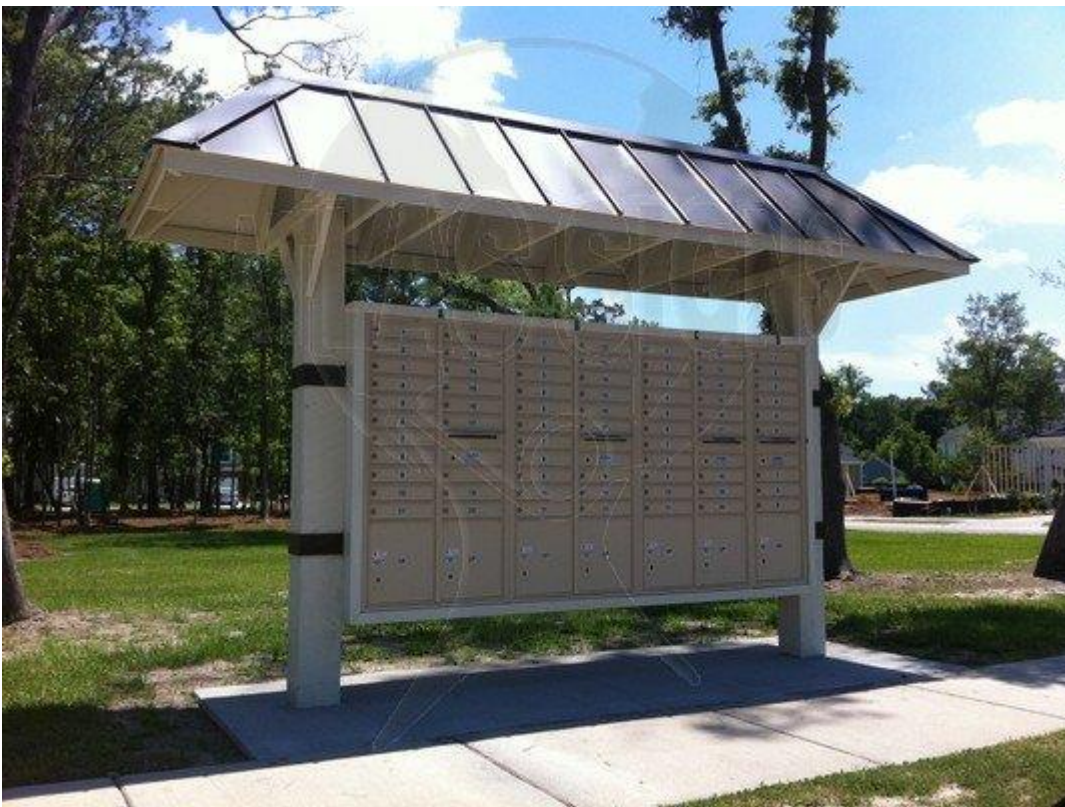


Figure 12



Figure 13



Figure 14



Figure 15