



Municipal Planning & Design Review Commission
Regular Meeting Agenda
Thursday, April 9, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. APPROVAL OF MINUTES OF PREVIOUS MEETING:
 1. **Regular Meeting Minutes** - March 12, 2026
- IV. PUBLIC DISCUSSION:
- V. REPORTS OF OFFICERS AND COMMITTEES:
- VI. UNFINISHED BUSINESS:
- VII. NEW BUSINESS:
 1. **Action** - approval recommendation to Board of Commissioners to rezone parcels L0159 00552 and L0159 00551 at the northeast corner of Hwy 64 and Walker Springs Drive from C-2 Regional Commercial to R-3 Suburban Cottage.
 2. **Action** - site plan approval for a Dutch Bros. coffee shop at 8872 Hwy 64.
- VIII. ANNOUNCEMENTS:
- IX. ADJOURNMENT:

CITY OF
LAKELAND
TENNESSEE

Municipal Planning & Design Review Commission
Regular Meeting Agenda Minutes
Thursday, March 12, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER:

The meeting was called to order by Chair Jason Eaton 5:30 p.m. on Thursday, March 12, 2026.

II. ROLL CALL:

Adam Henry	Present
Jim Atkinson	Present
Carl Helton	Present
Amber Hitchcock	Present
Shawn Rowland	Present
Bill Sheridan	Present
Sal Feraci	Present
Jason Eaton	Present
Cat Wright	Absent

Staff personnel in attendance were City Manager Emily Harrell, Planning Director Paul Luker, Community Development Specialist Lisa West, and City Recorder Rebecca Hume.

III. APPROVAL OF MINUTES OF PREVIOUS MEETING:

1. **Meeting Minutes** - January 8, 2026

Sal Feraci moved to bring this item to the floor, seconded by Amber Hitchcock.

Discussion ensued.

When the question was called, the meeting minutes passed as presented, voice vote, 7 in favor 0 against 1 abstain (7-0-1).

IV. PUBLIC DISCUSSION:

None.

V. REPORTS OF OFFICERS AND COMMITTEES:

None.

VI. UNFINISHED BUSINESS:

None.

VII. NEW BUSINESS:

1. **Action** - approval of elevations for a maintenance building addition at City Hall by the Design Review Commission.

Adam Henry moved to bring this item to the floor, seconded by Commissioner Atkinson.

Paul Luker presented this item.

Discussion ensued.

Commissioner Atkinson motioned to approve the action, seconded by Adam Henry.

When the question was called, the action item passed as presented, roll call vote, 7 in favor, 0 against 1 abstain (7-0-1).

Yea: Adam Henry, Commissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Bill Sheridan, Jason Eaton

Nay: None

Abstain: Sal Feraci

2. **Action** - to dissolve the approved Planned Development at 8872 US Hwy 64.

Adam Henry moved to bring this item to the floor, seconded by Sal Feraci.

Paul Luker presented this item.

Discussion ensued.

Shawn Rowland moved to approve this item, seconded by Carl Helton.

When the question was called the action passed as presented, roll call vote, 8 in favor 0 against 0 abstain (8-0-0).

Yea: Adam Henry, Commissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Bill Sheridan, Sal Feraci, Jason Eaton

Nay: None

Abstain: None

3. **Action** - approval recommendation to Board of Commissioners of the Outline Plan for Chapel Lakes Planned Development.

Commissioner Atkinson moved to bring this item to the floor, seconded by Amber Hitchcock.

For the record: As items 3 and 4 were related, those items were combined for presenting to save time.

Paul Luker presented this item.

Discussion ensued.

David Bray, representing Cummings LLC, engaged in discussion and answered questions for the board.

Resident Jasmine Barbee, of the 1000 block of Mount McKenzie Road, made comments.

Sal Feraci moved to approve this item without conditions, seconded by Amber Hitchcock.

When the question was called the action passed as presented, roll call vote, 8 in favor 0 against 0 abstain (8-0-0).

Yea: Adam Henry, Commissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Bill Sheridan, Sal Feraci, Jason Eaton

Nay: None

Abstain: None

4. **Action** - approval of a Preliminary Development Plan for Chapel Lakes Planned Development.

For the record: This action item was presented with item number 3.

Commissioner Atkinson moved to approve this item contingent upon BOC approval of the outline plan, seconded by Carl Helton.

When the question was called the passed as presented, roll call vote, 8 in favor 0 against 0 abstain (8-0-0).

Yea: Adam Henry, Comissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Bill Sheridan, Sal Feraci, Jason Eaton

Nay: None

Abstain: None

5. **Action** - approval recommendation to Board of Commissioners for the Outline Plan Amendment for Lakeland Commons Planned Development.

Sal Feraci moved to bring this item to the floor, seconded by Bill Sheridan.

Paul Luker presented this item.

Applicant Vince Smith engaged in discussion and answered questions for the board.

Discussion ensued.

Adam Henry made a motion to approve this item, seconded by Sal Feraci.

When the question was called the resolution passed as presented, roll call vote, 7 in favor 1 against 0 abstain (7-1-0).

Yea: Adam Henry, Commissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Sal Feraci, Jason Eaton

Nay: Bill Sheridan

Abstain: None

6. **Action** - site plan approval for hotel in Lake District Planned Development.

Sal Feraci moved to bring this item to the floor, seconded by Shawn Rowland.

Paul Luker presented this item.

Discussion ensued.

Applicant Eric Watts, engaged in discussion and answered questions for the board.

Micah Horn, representing applicant MXR, answered questions for the board.

Sal Feraci made a motion to approve the item with the following conditions, seconded by Amber Hitchcock.

1. Parking updated to either reflect the standards established in the City of Lakeland Land Development Regulations, show a shared parking agreement that provides required parking, or submit an alternative parking plan that justifies the reduction in required parking.
2. Pedestrian crosswalk at Lake District Drive West that connects to adjacent sidewalks.
3. Additional brick to exterior wrap the building through the second story.

When the question was called, the action passed with conditions, roll call vote, 7 in favor 1 against 0 abstain (7-1-0).

Yea: Adam Henry, Commissioner Atkinson, Carl Helton, Amber Hitchcock, Shawn Rowland, Sal Feraci, Jason Eaton

Nay: Bill Sheridan

Abstain: None

VIII. ANNOUNCEMENTS:
None.

IX. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at 6:56 on Thursday, March 12, 2026.

These minutes were approved on April 09, 2026 .

Carl Helton
Secretary

ATTEST:

Rebecca Hume
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: Thursday, March 12, 2026

Project: Highway 64 and Walker Springs Dr – Rezoning Application

Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Location: Northeast corner of Highway 64 and Walker Springs Drive

Parcel ID: L01590 0552 & L0159 00551

Zoning District: C-2: Regional Commercial

Site Area: 14.31 acres

Applicant: Renaissance Design Studio, LLC

Representative: Josh Burnette, P.E.

STAFF RECOMMENDATION

City Staff recommends approval for the Rezoning Application for Hwy 64 and Walker Springs Drive.

BACKGROUND:

The subject property is located at the Northeast corner of Highway 64 and Walker Springs Drive. The current zoning for the property is C-2: Regional Commercial. The property is currently undeveloped but is ultimately planned to be developed as residential subdivision should the rezoning application be approved.

ANALYSIS:

Upon review by City Staff, this rezoning application is supported by the approved Comprehensive Plan for the City of Lakeland. The plan shows this area to ultimately be zoned as Compact Residential, which would be in line with the adjacent properties. The request is to change the existing zoning of C2: Regional Commercial to R3: Suburban Cottage. City Staff agrees that a single family residential use is the best use for this property and conforms with the overall vision set forth by the Comprehensive Plan.

COMPACT RESIDENTIAL

LAND USE TYPES

DESCRIPTION

The proposed Compact Residential land uses are located south of the Loosahatchie River. The goal of this designation is to create tight-knit, walkable neighborhoods that transition in density between mixed-use areas and neighborhood residential areas.

INTENT

- Allow small lot single family residential neighborhoods
- Creating a more dense neighborhood without sacrificing the suburban character and feel enjoyed by many Lakeland residents

APPROPRIATE LAND USES

SINGLE-FAMILY	MULTI-FAMILY	OFFICE	COMMERCIAL	INSTITUTIONAL	LIGHT INDUSTRIAL
More Appropriate Uses			Less Appropriate Uses		
●	●	●	●	●	●

CHARACTERISTICS

- Use Mix: Mixed-Use Single Use
- Compactness: Lower Density Higher Density
- Use Type: Residential Non-Residential
- Residential Type: Single-Family Multi-family
- Single-Family Residential Lot Size: Smaller Lots Larger Lots
- Setbacks: Smaller Setbacks Larger Setbacks
- Transportation: Multi-modal Auto Focused
- Open Space: Formal Open Space Natural Open Space

64
SECTION 04

EXAMPLE MOTIONS

1. Motion to recommend approval to the Board of Commissioners of the Highway 64 and Walker Springs Rezoning Application as submitted.
2. Motion to recommend denial to the Board of Commissioners of the Highway 64 and Walker Springs Rezoning Application:
 - a. Reason for denial



CITY OF LAKELAND

Application for an Amendment to the Official Zoning Map or Zoning Ordinance

Case No. _____ Parcel ID# L01590 0552 & L0159 00551 Date of Application 02/12/2026

Name of Applicant RDS (Josh Burnette, P.E.)

Address 3157 Hwy 64 Suite 200 Eads, TN 38028

Daytime Telephone Number 901-466-4101

Email Address josh@rendevco.net

If different from the applicant, owner or other person having contractual interest in the property:

Name Saliba Family Limited Partnership

Address 23 N Fernway Rd - Memphis, TN 38117

Daytime Telephone Number 662-832-7531

Email Address msalibacope@gmail.com

Amendment to Zoning Map

Site Location: Walker Springs & Hwy 64 Present Use Vacant Land

Site Acreage 14.31 Acres Proposed Use(s) Single Family Residential

Present Zoning District C2 Regional Commercial

Requested Zoning District R3: Suburban Cottage

Reason for Rezoning: Downzone to allow single family residential similar to adjacent residential

Amendment to Zoning Text

Section of the Zoning Ordinance to be amended _____

Amendment Requested (attach specific language of proposed amendment using format of Zoning Ordinance).

Reason for text amendment _____

In general, the Planning Commission meets the third Thursday of each month at 5:30 p.m. in the Board Chambers of City Hall located at 10001 U.S. Highway 70. All applications and related plan documents must be received by 4:00 p.m. thirty (30) days prior to the MPC meeting. If the thirty (30) days falls on the weekend, the application/documents must be in by the preceding Friday. Three (3) copies of all required materials, in addition to the required filing fee shall be submitted to the City by the application deadline. Contact the City at 901-867-2717 to confirm deadline and meeting dates and times.

Josh Burnette
Applicants Signature

02/12/2026
Date

Maria Saliba Cope
Property Owners Signature (if different than applicant)

2/10/2026
Date



Engineering | Planning | Surveying

Renaissance Design Studio
3157 Highway 64, Suite 200
Eads, TN 38028
901-466-4101
josh@rendevco.net

February 12, 2026

City of Lakeland Planning Commission
10001 Hwy 70
Lakeland, TN 38002

RE: Rezoning Justification Letter – Request to Rezone Property to R3: Suburban Cottage Walker Springs Drive & Highway 64, Parcels L01590 0051 & L0159 00552

Dear Planning Commission Members:

On behalf of the developer of the property identified as Parcels L0159 00051 and L0159 00052, located north of the intersection of Walker Springs Drive and Highway 64, we respectfully submit this request to rezone approximately 14.31 acres from C2: Regional Commercial to R3: Suburban Cottage. The proposed area to be rezoned is delineated on the attached plot plan and boundary survey. The subject properties front Highway 64 and Walker Springs Drive, with adjacent R2 (PRD) Planned Medium Density Residential zoning to the west, R2 (PRD) Planned Medium Density Residential to the north (a senior living community), and C2: Regional Commercial zoning to the east. Through this rezoning request, we aim to demonstrate that single-family residential zoning for these two parcels fits with surrounding uses, supports the City's development goals, and could offer benefits for the community and nearby residents.

1. Agreement with Surrounding Land Use

The subject property is adjacent to dense residential to the east and to the north. Both subdivisions are consistent with R3: Suburban Cottage bulk regulations. Woodland Park Subdivision is a Planned Development to the west that consists of 302 lots with various lot sizes and widths, but primarily consists of 5000 square foot lots that are 50 feet wide. Sterling Place is a Planned Development Senior Living Community to the north, with 120 lots approximately 5,500 square feet, each with a minimum width of 55 feet.

The subject property is currently zoned C2: Regional Commercial and is also adjacent to C2: Regional Commercial Zoning to the east, which, according to the recently updated Land Development Regulations, “allows the widest range of uses.” This request would be a down zone

that buffers the existing residences from various commercial uses permitted by right under the Land Development Regulations.

Residents of Sterling Place access their homes only via Walker Springs Drive. If the property remained C2, they might need to navigate roughly 1,100 feet through a commercial area before reaching their neighborhood. While the property has been zoned C2 since Sterling Place was built, and some residents may anticipate commercial development, we believe a single-family residential approach could provide a buffer, adding to the sense of community and security. By rezoning to residential and directing access eastward, this would help separate residential traffic from commercial flows toward Cobb Road, reserving Walker Springs Drive primarily for local residents.

2. Consistency with the Legal Purposes of Zoning

Tennessee state law (Tenn. Code Ann. § 13-7-201 et seq.) guides zoning to promote public health, safety, morals, and general welfare by encouraging orderly development, reducing congestion, and ensuring adequate light, air, and open spaces. In our view, shifting these parcels to single-family residential use aligns with these objectives more than maintaining commercial zoning. While a commercial project could still address local needs, a single-family residential neighborhood would likely reduce overall traffic, minimize impervious surfaces, preserve natural features like tree lines, and contribute to a visually appealing environment for existing residents.

3. Consistency with the Intent of the Comprehensive Plan

The Lakeland PULSE Comprehensive Plan sets out to guide the City's growth over the next 20 years, with key goals including:

- Preserving and bolstering the pastoral, natural condition of Lakeland
- Providing local business opportunities
- Connecting the City through non-intrusive vehicular, bike, and pedestrian networks
- Capitalizing on the transportation networks throughout Lakeland to attract businesses
- Controlling future growth within the context of adjacent municipal growth.

The Comprehensive Plan balances the encouragement of commercial opportunities with development that respects adjacent contexts. The subject property fronts Highway 64, identified as an economic corridor, with a nearby identity opportunity at Cobb Road and Highway 64. The plan designates Parcel L0159 00051 for commercial use and recommends Parcel L0159 00052 for Compact Residential (See Appendix A for Comprehensive Plan exhibits).

While the plan envisions a commercial role for the eastern tract, we suggest that extending single-family residential zoning to both parcels would create a more unified development pattern. If the western tract developed as single-family residential and the eastern as commercial, residential lots might front parking areas or commercial structures, potentially diminishing the quality of the housing and overall neighborhood cohesion. We feel that aligning

both tracts under R3 zoning would better support the plan's emphasis on orderly growth and neighborhood stability, avoiding a mismatched use that could affect adjacent properties.

Even though the tracts are positioned along an economic corridor, there is room to buffer the residential lots from Highway 64. There would also be plenty of area for the adjacent property to the east buffer from the residential developments and maintain the identity opportunity zone at Cobb Road and Highway 64. There is also a substantial commercial presence to the west of the subject property at Canada Road and Highway 64. Rezoning the properties on Walker Springs Drive to residential buffers the existing commercial from the future identity opportunity at Cobb Road giving the potential for a unique commercial identity to the east.

4. No Material Adverse Effect on Adjoining Property Owners

The proposed development is not intended to impose material adverse effects on neighboring properties. The intent is the complete opposite. Rezoning to residential shields Walker Springs Drive and Sterling Place from future commercial. We have observed from multiple public meetings that a chief concern for property owners is protecting the value of their property. A quality commercial development that meets the immediate needs of the nearby residents could very well increase property values, whereas a lower-quality commercial development could reduce property values. Regardless, property values are more difficult to predict with commercial. In contrast, a single-family residential community provides greater predictability and appeal for current and future residents. For this reason, single-family residential could be more suitable for the interests of the residents of Woodland Park and Sterling Place than commercial. To illustrate the developer's intent of the character of the community and homes, we have included a draft of the community's Covenants, Conditions, and Restrictions (CCRs) for your review.

5. Adequacy of Roads and Utilities

The site benefits from direct access to Highway 64 via Walker Springs Drive. In addition, Walker Springs Drive is currently the only means of ingress and egress for the residents of Sterling Place. There are stub roads on the north and east sides of Sterling Place, but future development is required on each side of the development to provide more connections. As such, the proposed residential development would not add traffic burdens to Sterling Place. Walker Springs Drive and Highway 64 have sufficient capacity to accommodate the additional traffic, as outlined in the attached trip generation letter.

Sanitary sewer infrastructure, installed along the eastern side of Walker Springs Drive during Sterling Place's development, is available. The new project would require a lift station near Highway 64, and per discussions with the City Engineer, a new sewer force main along with an analysis of the upstream lift station to assess any needed upgrades.

The development also has direct access to MLGW water, gas, and electric.

6. Residential Development in Lieu of Commercial

Rezoning to R3 offers several clear differences compared to full build-out under the current C2 zoning:

- **Traffic Impacts:** Based on standard trip generation estimates, a commercial scenario could produce up to nine times the weekday traffic of the proposed residential use. This means fewer trips overall, which reduces turning movements and potential congestion at Highway 64 and Walker Springs Drive.
- **Neighborhood Compatibility:** Single-family residential development would continue the pattern of surrounding subdivisions. It avoids placing parking lots, loading areas, or other commercial features near existing homes.
- **Infrastructure Efficiency:** Lower development intensity generally means less stormwater runoff, reduced strain on roadways over time, and lower demands on utilities.
- **Community Character:** This use supports the Comprehensive Plan's goals around neighborhood stability, buffering between uses, environmental considerations, and measured growth.

7. Addressing Potential Concerns

- **Home Quality and Appearance:** The LDRs provide baseline architectural standards that apply to all new single-family construction and require elements like varied facades, quality materials, and design features to avoid monotony. To go further, we plan to establish an Architectural Control Committee that enforces additional guidelines for construction quality and community character, as outlined in the draft CCRs. This setup ensures homes meet or exceed City standards, promoting consistent quality that aligns with the LDR's intent to protect the visual appeal of neighborhoods
- **Traffic:** The attached trip generation letter shows residential use would create significantly fewer vehicle trips than commercial. Per the LDRs, a Traffic Impact Study is required for developments generating 100 or more peak-hour trips, which this residential proposal falls below, meaning no formal study is needed beyond our initial analysis. This lower traffic volume supports the LDR's goals in Sections I.4 and IV.1 to reduce congestion and maintain roadway capacity without undue strain.
- **Public Safety:** The proposal aims for a stable residential neighborhood that is consistent with adjacent neighborhoods. The LDRs emphasize public safety in rezoning criteria (Sections I.4.7), requiring that changes do not endanger safety through increased congestion or hazards. Residential use here would generate less traffic and less non-local activity than commercial, which can draw more outsiders and vehicles. Crime itself is primarily an enforcement and community issue, handled through policing, not zoning. This rezoning supports a lower-intensity pattern that aligns with the existing residential character and the Plan's focus on neighborhood stability.

- **Property Values:** Property values are subjective and influenced by many factors, including neighborhood character, traffic, and compatibility of uses. The LDR's rezoning review process (Section 1.4) specifically requires evaluating whether a change would "substantially diminish or impair property values within the area." Our analysis shows this residential shift to R3 avoids intensive commercial impacts—such as higher traffic, non-local activity, or adjacency to parking/loading areas—that research sometimes associates with pressure on nearby residential values. Instead, it creates a consistent single-family buffer that extends the pattern of surrounding residential zoning, providing greater predictability and stability for Woodland Park and Sterling Place. Transitions like this, combined with strong controls (CCRs and Architectural Control Committee), are standard planning approaches to support values in established residential areas. While a well designed commercial development could meet local needs and potentially benefit values of nearby homes, residential here aligns closely with the Comprehensive Plan's focus on neighborhood stability.

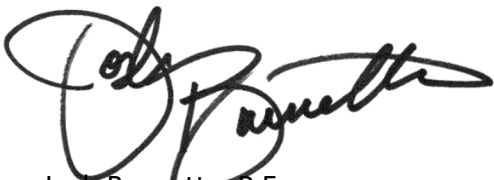
Conclusion

This rezoning request seeks to meet the LDR's review criteria and further the Lakeland PULSE Comprehensive Plan's objectives by promoting compatibility with nearby zoning, minimizing impacts on established neighborhoods, easing traffic and infrastructure loads, and fostering thoughtful growth. The proposed R3 zoning would create a buffer from Highway 64 to the existing residential areas, serving as a balanced alternative to intensive commercial development.

For these reasons, the applicant respectfully requests a favorable recommendation from the Planning Commission and approval by the Board of Commissioners.

Thank you for your time and consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Josh Burnette". The signature is stylized and cursive, with a large initial "J" and "B".

Josh Burnette, P.E.

APPENDIX A



Engineering | Planning | Surveying

February 12, 2026

Mrs. Emily Harrell, P.E.
Interim City Manager
City Engineer
10001 Hwy 70
Lakeland, TN 38002

**RE: LEVEL 1 TRAFFIC IMPACT ANALYSIS
Walker Springs & Highway 64 Rezoning**

Mrs. Harrell:

On behalf of Gil Properties, this Level I traffic study is being submitted as part of the rezoning application for parcels L01590 0051 & L0159 0052. The total area of the two parcels is approximately 14.29 acres. The current zoning is C2: Regional Commercial. The rezoning request is to downzone to R3: Suburban Cottage. This traffic generation report will give a comparison for each zoning.

The nearest traffic count point, per the TDOT Traffic Count Application, is on the east side of the intersection of Hwy 64 and I-40. According to the 2024 traffic count provided on the TDOT website, the existing Average Daily Traffic (ADT) for the point is provided in Table 1.

Average Daily Traffic on Highway 64				
Road	Location ID	Eastbound	Westbound	Total
Hwy 64	79000076	25,181	23,302	48,484

A traffic analysis was prepared for average daily trips and peak hour trips for the current C2: Regional Commercial Zoning. The trip generation was based on shopping center (Code 820). The building area was assumed to have an FAR of 0.15. The assumed gross building area is 93,300 sf. See tables below:

Shopping Center (Code 820) ADT	
42.7 Trips per 1000 square feet	4000 VPD
50% Entering	2000 VPD
50% Exiting	2000 VPD

Shopping Center A.M. Peak Hour Trips	
1.5 A.M. Peak Hour Factor per Building Area	140 VPH
40% Entering	56 VPH
60% Exiting	84 VPH

Shopping Center P.M. Peak Hour Trips	
3.7 P.M. Peak Hour Factor per Building Area	345 VPH
60% Entering	207 VPH
40% Exiting	138 VPH

A traffic analysis was also prepared for average daily trips and peak hour trips for single family residential as a comparison. The trips were based on 48 lots. See tables below:

Single Family Residential (Code 210) ADT	
9.4 Trips per Dwelling	450 VPD
50% Entering	225 VPD
50% Exiting	225 VPD

Single Family Residential A.M. Peak Hour Trips	
0.75 Trips Per Lot	36 VPH
25% Entering	9 VPH
75% Exiting	27 VPH

Single Family Residential P.M. Peak Hour Trips	
1.00 Trips Per Lot	48 VPH
65% Entering	31 VPH
35% Exiting	17 VPH

The average daily trips of the commercial do not exceed 10% of the AADT for Highway 64. This means that Highway 64 has plenty of capacity even for the current zoning. The traffic generated from development at this location will not overwhelm Highway 64. It should be noted, though, that estimated trips for residential zoning is 9 times less than the estimated trips for fully built out commercial.

If any additional information is needed, please do not hesitate to contact me.

Sincerely,



Josh Burette, P.E.



WALKER SPRINGS

LAKELAND, TENNESSEE

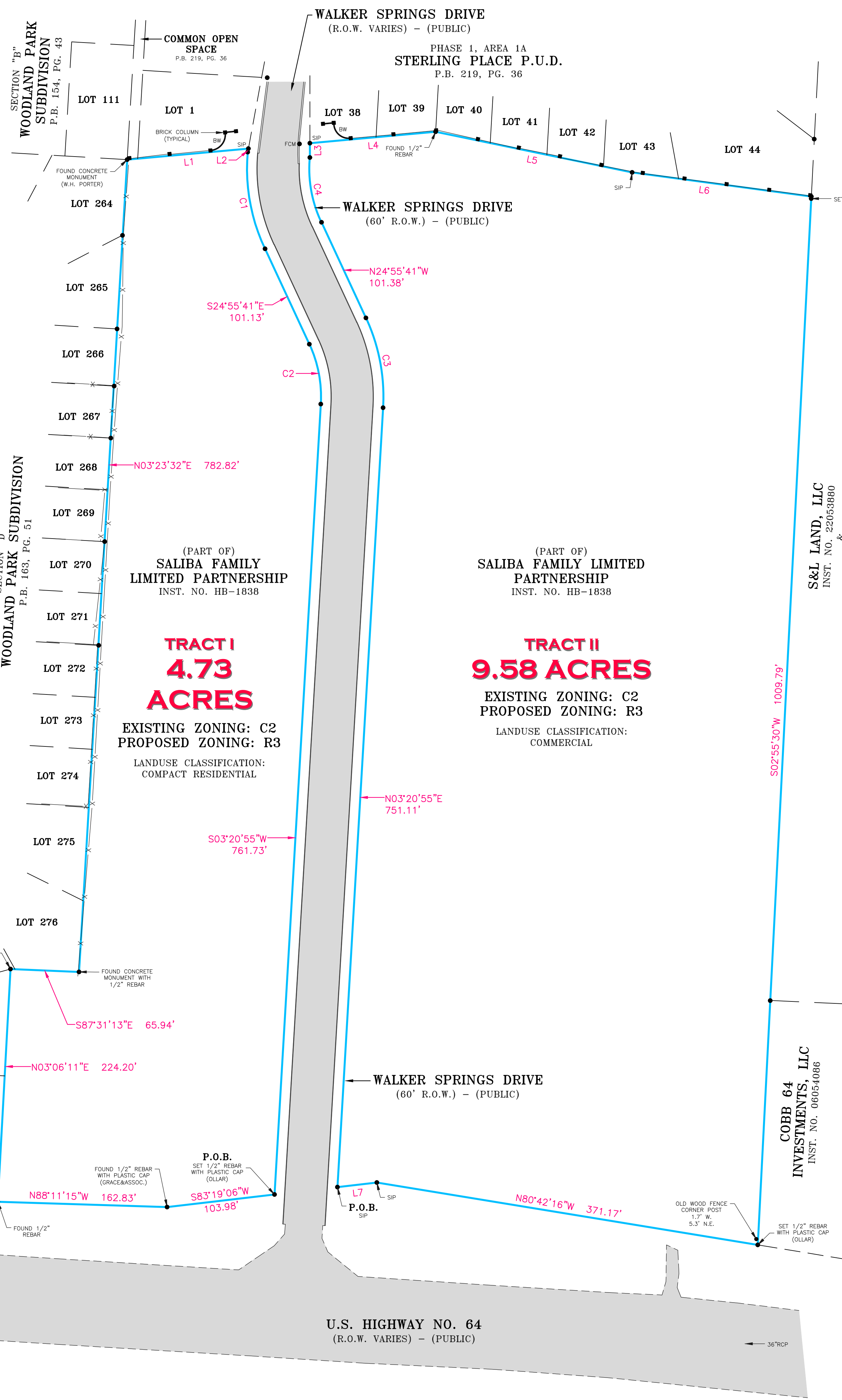
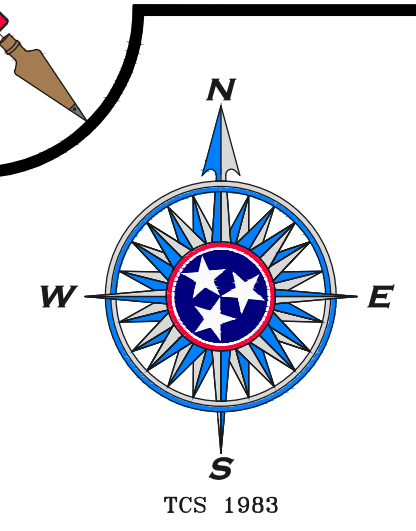


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R3 - SUBURBAN COTTAGE
12 - 70' LOTS
14 - 60' LOTS
22 - 55' LOTS
3.71 ACRES OF C.O.S.

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U.S. HIGHWAY NO. 64



DESCRIPTION: (TRACT I)

Description of part of the Saliba Family Limited Partnership property recorded in Instrument No. HB-1838 in Lakeland, Shelby County, Tennessee:

Beginning at a set 1/2" rebar with plastic cap (OLLAR) at the intersection of the north line of U.S. Highway No. 64 (R.O.W. Varies) - (Public) and the west line of Walker Springs Drive (60' R.O.W.) - (Public); thence westwardly along the north line of said U.S. Highway No. 64 the following calls: South 83 degrees 19 minutes 06 seconds West, 103.98 feet to a found 1/2" rebar with plastic cap (Grace&Assoc.); North 88 degrees 11 minutes 15 seconds West, 162.83 feet to a found 1/2" rebar at the southwest corner of said property recorded in Instrument No. HB-1838 and in the east line of the Marvin A. Lindsey and wife Virginia F. S. Lindsey property recorded in Book 6266, Page 321; thence North 03 degrees 06 minutes 11 seconds East along the westernmost west line of said property recorded in Instrument No. HB-1838, along the east line of said property recorded in Book 6266, Page 321 and along the east line of Open Space B, Section "D", Woodland Park Subdivision recorded in Plat Book 163, Page 51, 224.20 feet to a found concrete monument with 1/2" rebar at the southernmost northeast corner of said property recorded in Instrument No. HB-1838, the easternmost northeast corner of Open Space B of said Subdivision recorded in Plat Book 163, Page 51 and an internal corner of Lot 277 of said Subdivision recorded in Plat Book 163, Page 51; thence South 87 degrees 31 minutes 13 seconds East along the southernmost north line of said property recorded in Instrument No. HB-1838, along the south line of Lot 277 and Lot 276 of said Subdivision recorded in Plat Book 163, Page 51, 65.94 feet to a found concrete monument with 1/2" rebar at an internal corner of said property recorded in Instrument No. HB-1838 and the southeast corner of Lot 276 of said Subdivision recorded in Plat Book 163, Page 51; thence North 03 degrees 23 minutes 32 seconds East along a west line of said property recorded in Instrument No. HB-1838 and along the east line of Lots 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265 and 264 of said Subdivision recorded in Plat Book 163, Page 51, 782.82 feet to a found concrete monument (W.H. Porter) at the northeast corner of Lot 264 of said Subdivision recorded in Plat Book 163, Page 51, the southeast corner of Lot 111, Section "B", Woodland Park Subdivision recorded in Plat Book 154, Page 43 and the southwest corner of Common Open Space, Phase 1, Area 1A, Sterling Place P.U.D. recorded in Plat Book 219, Page 36; thence North 84 degrees 46 minutes 54 seconds East along the south line of said Common Open Space and the south line of Lot 1 of said Subdivision recorded in Plat Book 219, Page 36, 117.07 feet to a set 1/2" rebar with plastic cap (OLLAR) in the west line of said Walker Springs Drive (R.O.W. Varies) - (Public), said point being the southeast corner of Lot 1 of said Subdivision recorded in Plat Book 219, Page 36; thence South 10 degrees 29 minutes 43 seconds West along the west line of said Walker Springs Drive (R.O.W. Varies) - (Public), 3.48 feet to a point; thence continuing along the west line of said Walker Springs Drive (60' R.O.W.) - (Public) the following calls: southeastwardly along a curve to the left having a radius of 180.00 feet, delta angle of 30 degrees 26 minutes 07 seconds, chord bearing of South 10 degrees 08 minutes 06 seconds East, chord distance of 94.50 feet and a curve distance of 95.62 feet to a point; South 24 degrees 55 minutes 41 seconds East, 101.13 feet to a point; southeastwardly along a curve to the right having a radius of 120.00 feet, delta angle of 28 degrees 16 minutes 37 seconds, chord bearing of South 10 degrees 08 minutes 06 seconds East, chord distance of 59.22 feet and a curve distance of 58.62 feet to a point; South 03 degrees 20 minutes 55 seconds West, 761.73 feet to the POINT OF BEGINNING and 4.73 acres of land.

DESCRIPTION: (TRACT II)

Description of part of the Saliba Family Limited Partnership property recorded in Instrument No. HB-1838 in Lakeland, Shelby County, Tennessee:

Beginning at a set 1/2" rebar with plastic cap (OLLAR) at the intersection of the north line of U.S. Highway No. 64 (R.O.W. Varies) - (Public) and the east line of Walker Springs Drive (60' R.O.W.) - (Public); thence northwardly along the east line of said Walker Springs Drive (60' Wide) - (Public) the following calls: North 03 degrees 20 minutes 55 seconds East, 751.11 feet to a point; northwardly along a curve to the left having a radius of 180.00 feet, delta angle of 28 degrees 16 minutes 37 seconds, chord bearing of North 10 degrees 47 minutes 23 seconds East, chord distance of 87.94 feet and a curve distance of 88.83 feet to a point; North 24 degrees 55 minutes 41 seconds West, 101.38 feet to a point; northwardly along a curve to the right having a radius of 120.00 feet, delta angle of 30 degrees 26 minutes 07 seconds, chord bearing of North 10 degrees 08 minutes 33 seconds West, chord distance of 63.35 feet and a curve distance of 64.11 feet to a point; thence North 03 degrees 03 minutes 09 seconds West continuing along the east line of said Walker Springs Drive (R.O.W. Varies) - (Public), 13.79 feet to a set 1/2" rebar with plastic cap (OLLAR) at the southwest corner of Lot 38, Phase 1, Area 1A, Sterling Place P.U.D. recorded in Plat Book 219, Page 36; thence North 84 degrees 49 minutes 50 seconds East along the south line of Lots 38 and 39 of said Subdivision recorded in Plat Book 219, Page 36, 121.40 feet to a found 1/2" rebar at the southeast corner of Lot 39 of said Subdivision recorded in Plat Book 219, Page 36 and the southwest corner of Lot 40 of said Subdivision recorded in Plat Book 219, Page 36; thence South 78 degrees 18 minutes 14 seconds East along the south line of said Subdivision recorded in Plat Book 219, Page 36, 132.93 feet to a set 1/2" rebar with plastic cap (OLLAR) at an external corner of Lot 43 of said Subdivision recorded in Plat Book 219, Page 36; thence South 82 degrees 20 minutes 34 seconds East along the south line of Lots 43 and 44 of said Subdivision recorded in Plat Book 219, Page 36, 173.90 feet to a point (unable to set - due to brick column) in the east line of said property recorded in Instrument No. HB-1838, in the westernmost west line of the S&L Land, LLC property recorded in Instrument No. 22053880 and Instrument No. 22053881 and the southeast corner of Lot 44 of said Subdivision recorded in Plat Book 219, Page 36; thence South 02 degrees 55 minutes 30 seconds West along the east line of said property recorded in Instrument No. HB-1838, along the westernmost west line of said property recorded in Instrument No. 22053880 and Instrument No. 22053881 and along the west line of the Cobb 64 Investments, LLC property recorded in Instrument No. 06054086, passing a set 1/2" rebar with plastic cap (OLLAR) at 2.00 feet and continuing for a total distance of 1009.79 feet to a set 1/2" rebar with plastic cap (OLLAR) in the north line of said U.S. Highway No. 64, said point being the southeast corner of said property recorded in Instrument No. HB-1838 and the southwest corner of said property recorded in Instrument No. 06054086; thence westwardly along the north line of said U.S. Highway No. 64 the following calls: North 80 degrees 42 minutes 16 seconds West, 371.17 feet to a set 1/2" rebar with plastic cap (OLLAR); South 83 degrees 19 minutes 06 seconds West, 38.13 feet to the POINT OF BEGINNING and 9.58 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

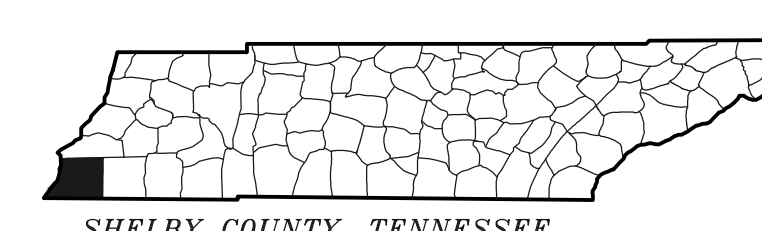
CURVE TABLE				
CURVE	RADIUS	ARC	DELTA	CHORD
C1	180.00'	95.62'	30°26'07"	94.50'
C2	120.00'	59.22'	28°16'37"	58.62'
C3	180.00'	88.83'	28°16'37"	87.94'
C4	120.00'	64.11'	30°36'40"	63.35'

LINE TABLE		
LINE	LENGTH	BEARING
L1	117.07'	N84°46'54"E
L2	3.48'	S10°29'43"W
L3	13.79'	N00°03'09"W
L4	121.40'	N84°49'50"E
L5	192.93'	S78°18'14"E
L6	173.90'	S82°20'34"E
L7	38.13'	S83°19'06"W

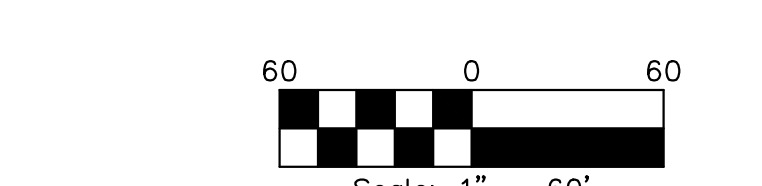
CERTIFICATE:
I hereby certify that this plot plan was prepared from a Category 1 Survey performed by Ollar Surveying Company, LLC and that the ratio of precision of the unadjusted survey is greater than 1:10,000, and is in compliance with the current Tennessee minimum standards of practice.



- LEGEND:**
- BW BRICK WALL
 - E EAST
 - FCM FOUND CHISEL MARK
 - INST. INSTRUMENT
 - N NORTH
 - NO. NUMBER
 - P.B. PLAT BOOK
 - P.O.B. POINT OF BEGINNING
 - PC. PAGE
 - R.O.W. RIGHT-OF-WAY
 - S. SOUTH
 - SIP SET 1/2" REBAR WITH PLASTIC CAP (OLLAR)
 - W. WEST
 - X- FENCE
 - OVERHEAD LINES



PLOT PLAN OF PART OF THE SALIBA FAMILY LIMITED PARTNERSHIP PROPERTY RECORDED IN INSTRUMENT NO. HB-1838 LAKELAND, SHELBY COUNTY, TENNESSEE
SCALE: 1"=60' DATE: FEBRUARY 05, 2026



Walker Springs

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WALKER SPRINGS SUBDIVISION

WHEREAS, the Declarant is the fee simple Owner of real property described as Walker Springs Subdivision, in Lakeland, Shelby County, Tennessee; and

WHEREAS, the Declarant has caused to be prepared a plan for the development of the Property, to be known as Walker Springs Subdivision, into residential lots, which plat is of record at Plat Book _____, Pages _____ in the Register's Office of Fayette County ("Plat"); and

WHEREAS, the Declarant has caused to be recorded a DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WALKER SPRINGS SUBDIVISION.

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners, as well as, each and every person or other entity hereafter acquiring any interest in the Property that certain conditions, restrictions, covenants, reservations and easements be established, fixed, set forth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described as Walker Springs Subdivision, as shown on the Plat that may be re-recorded from time to time, shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I DEFINITIONS

1. **"Assessments"** means those levies and assessments which each Owner of a Lot agrees to pay to the Association pursuant to this Declaration of Protective Covenants and Restrictions or the By-laws.
2. **"Association"** means and refers to Walker Springs Home Owner's Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are, or will be, recorded in the Register's Office of Fayette County, Tennessee.

3. **“Board of Directors”** means and refers to the Board of Directors of the Association.
4. **“By-Laws”** means and refers to the By-Laws of the Association, a copy of which is or will be recorded in the Register’s Office of Fayette County, Tennessee.
5. **“Common Areas”** means and refers to all facilities within the Development used in common by the Owners, including without limitation, all private roads, all drainage easements outside of the individual lots, pocket parks, footpaths, bicycle paths, jogging trails, recreational facilities, gates, boundary walls and fences, median areas, and any areas lying within or adjacent to the roads not on an individual Lot. Common Areas will be used for amenity or recreational purposes. The Association shall own and maintain Common Areas and fixtures including signage, fencing and landscaping in perpetuity. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the Owner’s subject to the provisions of this Declaration. The Association will be responsible for the maintenance of the Common Areas. The Association shall govern the use of the Common Areas, and said obligation shall run with the land in perpetuity. Portions of the Common Areas designated as “Open Space” on the Plat shall be maintained and preserved as natural open space and shall not be used for individual homeowner's yards, lawns, or buildings.

If no Common Areas are shown on the recorded Final Plan of subdivision of the Development, then there are no Common Areas.

6. **“Common Improvements”** means all improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association. The Common Improvements to be owned and/or maintained by the Association are as follows:

- a. All improvements located in a Common Area.
- b. All private drives and alleys.
- c. All neighborhood fences installed by the Declarant or his assigns which shall be owned and maintained by the Association, which includes all exterior boundary fences, and all the wood picket fences adjacent to sidewalks contained within the Pedestrian Use Easements.
- d. Any subdivision identification entrance monuments, landscaping and/or retaining walls installed by the Declarant or his assigns which are located within a Landscape Easement or the Common Areas.
- e. All sidewalks located on various private Lots contained within a Pedestrian Use Easement; perhaps installed by the individual Lot Owners in some cases; however, the maintenance, repairs and replacement of said sidewalks shall be the responsibility of the Association.

7. **“Declarant”** means NEED INFO, its successors and assigns for purposes of this Declaration.
8. **“Declaration”** means this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.
9. **“Development”** means the area subdivided by the Plat.
10. **“Improvements”** means the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area.
11. **“Landscape Easements”** means and refers to any landscape easement as shown on any Lot within which the Association has the right to create and maintain decorative landscaping, irrigation systems, and trees for the Development. The Landscape Easements will be improved and maintained by the Association subject

to the conditions, restrictions, and limitations imposed by this Declaration.

12. **“Lot(s)”** means and refers to the lots of land designated and shown on the Plat, and any correction, re-recording or revision thereto.

13. **“Member”** means and refers to every person or entity who holds membership in the Association, including the Declarant, so long as it retains ownership of any Lot in the Development, or is permitted by the Bylaws.

14. **“Owner”** means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including Declarant to the extent it owns any Lots, 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.

15. **Pedestrian Use Easement.** The Plat depicts areas of private property with a pedestrian use easement upon the portions of private property. The pedestrian use easement is granted to the Members of the Association and their guests, and its use is restricted to pedestrian uses only. If children play in this area, then no toys are to be left unattended. The Association will maintain liability insurance on all pedestrian use easements. If a Pedestrian Use Easement is running between two lots, on the property line, then it will have a 5ft wide sidewalk with a 3ft wide landscaping area on each side, thus no side yard fence will be placed within 3 feet of the edge of sidewalk unless approved by the Declarant.

16. **“Person”** means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

17. **“Property”** or **“Properties”** shall mean that real property being each Lot contained within Walker Springs Subdivision as recorded in the Register’s office of Fayette County.

ARTICLE II
PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as Walker Springs Subdivision, as shown on the Plat, is subject to the conditions, restrictions, covenants, reservations and easements herein contained. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereof, accepts such interest subject to the terms and conditions of this Declaration, and by acceptance of the same will be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III
PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon the Development and each Lot contained therein to insure the best use and the most aesthetically appropriate development and improvement of each Lot; to protect each Owner of each Lot against improper use of surrounding Lots; to preserve, so far as practicable, the unique character of said Development; to encourage and secure the construction of attractive homes on the Lots; and in general, to provide adequately for a superior quality of improvements on the Lots, and thereby enhance the value of investments made by purchasers of the Lots. Restrictive Covenants and similar documents are private in scope and are not subject to governmental approval or enforcement.

ARTICLE IV
DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained run with and bind each and all of the Lots and will be binding on all parties and all persons claiming under them until 30 years after the recording date of this Declaration, at which time said covenants will be automatically extended for successive periods of ten (10) years each, unless amended as provided below. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended, prior to and on such date, by an instrument duly executed by not less than a 67% majority of the then Owners of the Lots (one vote per Lot) and recorded in the Office of the Fayette County Register; subject to the rights of Declarant noted in this document. For a period of 15 years, the Declaration cannot be amended without the written approval of the Declarant.

ARTICLE V
ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Declarant, Association or any Owner of any Lot (unless otherwise restricted in this Declaration) have the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained against any person or persons violating or attempting to violate any of said conditions, restrictions, covenants, reservations and easements; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by the Declarant or any Owner to enforce any of such conditions, restrictions, covenants, reservations and easements shall in no event be deemed a waiver of the right to do so thereafter. In the event of the violation of any of the covenants and restrictions contained herein which provides for monetary damages to the Declarant or the Association, or for which the Declarant or the Association incurs costs or expenses to enforce these covenants and restrictions as provided herein, such monetary damages, costs and expenses shall become a lien upon the Lot to which they are attributable. Invalidation of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgment or court order will in no way affect any of the other covenants and restrictions herein or hereinafter contained, which shall remain in full force and effect.

Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Declarant or the Association to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Declarant failed to enforce the same.

ARTICLE VI
RIGHTS OF DECLARANT

1. The Declarant reserves unto itself the right to impose additional specific restrictions upon any Lot in said Development at the time of sale by said Declarant of any of such Lots. Such additional restrictions may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein. Such additional restrictions as are so made shall apply to the Lot or Lots on which they are specifically imposed. Any additional restrictions or any variations imposed by the Declarant do not set a precedent for future construction.

2. Notwithstanding anything herein contained to the contrary, Declarant or its successors or assigns, reserves the right for a period of fifteen years from the date of the official recording hereof to unilaterally amend

this Declaration of Protective Covenants and Restrictions and to re-record the Final Plat of Subdivision for any reason Declarant or its successors or assigns, in its sole discretion, deems necessary, including, but not limited to, to meet the requirements of any governmental agency, on the federal, state or local level; for the requirements of any mortgage lender; or for any reason Declarant or its successors or assigns, deems advisable for the orderly development of the Development, including, without limitation, the reduction of the minimum heated floor area of any single family residence, exclusive of porches and garages, to be constructed on a Lot, the deletion or reconfiguration of any one or more Lots then owned by Declarant or any of its members, its successors or assigns, and the realignment, and/or the relocation of easements for utilities or drainage purposes. No Lot Owner shall be required to execute or ratify the amendment and re-recording of the plat which Declarant or its successors or assigns amends and re-records for any purpose it deems fit. These rights are not assignable to the Association, but are assignable, at Declarant's election, to any other party who purchases all or a majority of Declarant's Lots in the Development.

3. Neither Declarant nor the Association will be required to pursue enforcement of any alleged violation by an Owner of a Lot of a use restriction set forth herein. Any failure to so pursue by Declarant or the Association shall not serve as a waiver by Declarant or the Association of such violation, and Declarant or the Association shall have the right to enforce any use restriction herein which is violated by an Owner of a Lot, regardless of any prior election to not pursue enforcement thereof.

4. Except as otherwise specifically provided herein, the powers and duties of Declarant hereunder shall cease (a) thirty (30) years after the last recording of the Plat, or (b) when Declarant relinquishes its powers and duties to the Association, whichever occurs first, but under no circumstances before any development bond or similar security instrument securing the Declarant's orderly development of this phase of the subdivision has been properly released by the appropriate governmental parties. Upon the occurrence of these events, the powers and duties previously vested in Declarant will automatically be vested in the Association (unless otherwise noted) and, notwithstanding any provision contained herein regarding the termination of the powers and duties vested in Declarant, all powers transferred to the Association shall not terminate so long as the Association is in existence.

5. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the Development as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, billboards, posters, and other advertising devices model units, and sales office.

ARTICLE VII PROPERTY RIGHTS

1. **Owner's Easement of Enjoyment.** Every Owner has a perpetual and unrestricted right of ingress to its own Lot, which passes with title, and also has the right and easement of enjoyment in and to the Common Areas designated to its own Lot which are appurtenant to and will pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to permit the use of and adopt rules regulating the use and enjoyment of the Common Areas.

b. The right of the Association to suspend the voting rights and right to use Common Areas of an Owner for any period in which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations, except for any Common Area.

c. The right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

2. **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his rights of enjoyment of the Common Area and the facilities to parties who reside on that Owner's Lot and are either (a) Members of the Owner's family, or (b) contract purchasers.

3. **Parking Rights.** The use of private parking areas within the Common Area shall be for the temporary use by guests of Owners within the Development, together with the terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time. Said private parking areas within the Common Area are NOT for the permanent or continued use of Owners within the Development.

ARTICLE VIII MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of the Development, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish, to any holder of a first mortgage, a financial statement for the Association's immediately preceding fiscal year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Areas or the Lot securing its mortgage;

(b) Any ninety (90) 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;

ARTICLE IX COMMON EASEMENTS

1. **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Improvements adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed, reconstructed or altered thereon, up to 6 inches from the property line.

2. **Pedestrian Use Easement.** The Plat depicts areas of private property with a pedestrian use easement upon the portions of private property. Said depiction shows the approximate location of the Pedestrian Use Easement. The actual limits of the easement shall be defined by the actual location of the sidewalk / path as installed by the Declarant or as required to be installed by the Declarant. The pedestrian use easement is granted to the Members of the Association and their guests, and its use is restricted to

pedestrian uses. The Association will maintain liability insurance on all pedestrian use easements.

3. **Development Improvements Easement.** There is hereby reserved a general easement for all improvements (subdivision identification monuments, fences, landscaping, and walks) installed or required to be installed by the declarant in the location where such improvements are or will be made. Additionally, there is hereby reserved a general easement which grants the Declarant or his assigns the right to enter upon the Development or any portion thereof, including each individual Lot, which is now or hereafter made subject to this Declaration for the purpose of maintaining, replacing and enhancing said improvements.

4. **Emergency.** There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Declarant or Association, firemen, ambulance personnel, garbage collectors, postal workers, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE X ARCHITECTURAL CONTROL

1. **Formation.** The Declarant or its assignee chosen by Declarant will function as the Architectural Control Committee until those powers are assigned to the Association.

2. **Intent.** Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the Development, all improvements to the Lots within the Development shall be reviewed and approved by the Architectural Control Committee (referred to herein as "Architectural Control Committee"), its representative, or committee duly appointed by said Architectural Control Committee. This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be unreasonably or arbitrarily withheld. In the event that the Architectural Control Committee, or its representative, fails to approve, approve with conditions, or disapprove such design and site plan within thirty (30) working days after said plans have been submitted in accordance with rules and requirements established by the Architectural Control Committee, such approval will not be required and this covenant shall be deemed to have been fully complied with. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties, and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder.

3. **Powers.** The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting, landscaping and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to find the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of the Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any

such plans and specifications relating to any Lot, however, shall be final as to the Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, hardscapes or barriers on the uses of the Lot in question.

With the exception of the Declarant, no structure of any kind or nature, or any fence, entranceway, gate or barrier shall be commenced, erected, placed, or permitted to remain on any of the Lots within the Development, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which substantially changes the exterior appearance thereof without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specification shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Such plans and specifications shall be professionally prepared to industry standards and shall contain such information as may be required by the Architectural Control Committee, but in any event, shall include:

- a. A site plan of the Parcel showing the overall nature, materials, color and location of all improvements; including front, sides and rear setbacks of all structures, fences, gates or barriers, and location of driveways, turnarounds, parking spaces, decks, air conditioning equipment, refuse storage and screening.
- b. Proposed landscaping and hardscaping plans for the Lot.
- c. Front/rear yard exterior light standards if desired, the design, material and location to be specified by the Architectural Control Committee.
- d. Architectural plans shall include floor plans, all exterior elevations, building sections and details of cornice, front entrance, porches, rails, and other details, etc. of special or unique importance or character. Said plans shall include adequate data and detail as to the overall exterior materials, and color scheme and the overall kind, style, shape, height, materials and quality of the proposed structure and other improvements. Architectural plans shall also include a plan and elevations of any planned Lot entranceway and/or gate structure of either automatic or manual function. All entrance improvements shall be subject to the review and approval of the Architectural Control Committee even if said improvements are not done concurrently with home construction.

NOTE: The Architectural Control Committee may require additional data or more detailed plans should the items noted above not be adequately covered or should a design of unique quality or merit require such for full review and approval.

The Architectural Control Committee has the right to charge for the review of plans or require the applicant to pay an architect engaged by the Architectural Control Committee for review purposes.

4. **Initial Approval.** In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) working days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

5. **Subsequent Approval.** Any subsequent changes, after the initially approved plans, (including existing structures or new structures), to the exterior colors and/or materials of any improvement located on each Lot, including, but not limited to, paint color, trim color, siding color, painted brick color, roof color, shutter materials and shutter color, must be approved in advance by the Architectural Control Committee or its designated representative.

6. **Violation.** If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in

accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Declarant or the Association by its officers or directors shall have the right through its agents and employees to (a) enter upon such Lot and to take such steps as may be necessary to extinguish such violation, or (b) to seek an injunction in a court of competent jurisdiction to enjoin the continued violation, and in either event, the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Fayette County, Tennessee.

7. **Right of Entry.** Any agent of Declarant or of the Architectural Control Committee may, at reasonable times, with notice, enter upon and observe any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are following the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.

8. **Liability.** The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, neither the Architectural Control Committee, its members nor the Association shall be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the Design Review Process.

9. **Enforcement.** The Architectural Control Committee (and its successor or agents) shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by the Architectural Control Committee to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Unless otherwise defined or directed by the Architectural Control Committee , the clauses contained in this Article X are enforceable by the Architectural Control Committee and the Association, but do not create causes of action between one Lot Owner and another. These clauses are subject to change by the Architectural Control Committee without notice to Lot Owners, and include other rights as assigned by the Declarant.

10. **Architectural Styles.** Subject to the review and approval of the Architectural Control Committee as to each proposed improvement, Architectural Styles and their modern deviations are approved or not as shown below.

STYLE	APPROVAL	STYLE	APPROVAL
Craftsman	Yes	Art Deco	None
Bungalow	Yes	Cape Cod	None
Federal	Yes	Contemporary	None
French Provincial	Yes	Creole	None
Georgian	Yes	Dutch Colonial	None
Gothic Revival	Yes	International	None

Greek Revival	Yes	Italianate	None
Queen Anne	Yes	Monterey	None
Regency	Yes	National	None
Shingle	Yes	Neoclassical	None
Shotgun	Yes	Prairie	None
Stick	Yes	Pueblo	None
Tudor	Yes	Ranch	None
Victorian	Yes	Saltbox	None
		Second Empire	None
		Shed	None
		Spanish Eclectic	None
		Split Level	None

11. **Building Standards.** No garage or accessory building door openings shall be taller than ten (10) feet. No accessory buildings of any type (storage, shed, shop, etc.) may be constructed or placed on any Lot without written approval of the Architectural Control Committee. All buildings and accessory structures erected upon said property shall be of new construction, no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures, shall be constructed without the approval of the Architectural Control Committee or its designated representative. Any structures permitted to be built on site must be of the same materials as the home and, to the extent applicable, the roof, brick, siding, paint color, trim Color, and all other aspects of the accessory building must exactly match those of the home.

12. **Building Material Storage.** No building material of any kind or character shall be placed or stored upon any Lots until the Owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way or alley without Declarant’s permission. Contractors performing work shall have placed on the Lot a commercial refuse container, once framing of the structure has begun, for holding all construction refuse. Construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling.

13. **Screening.** All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of other Lots or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

14. **Accessory Structures.** If a recessed swimming pool is built on a Lot, then the entire rear yard or the swimming pool must be enclosed by an approved fence with latching gates which can be locked pursuant to the local Building Code or Ordinance.

Accessory buildings, recreational structures including, without limitation, pool houses, swings, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Oakland, and may be required to be screened by the Architectural Control Committee, and must be approved by Architectural Control Committee prior to commencement of construction. Among other factors, the location, type and size of the requested accessory building, recreational structure, or swimming pool will be taken into account when determining whether same will be approved or disapproved. Each Lot Owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this Development located at the Town of Oakland public works office.

In ground basketball goals must be approved by the Architectural Control Committee

15. **Landscaping.** Each Lot Owner shall be responsible for landscaping (in accordance with the standards established by the Architectural Control Committee), or the approved PD plan between the front of the residence and the road or Common Open Space prior to taking occupancy of the residence.

16. **Holiday Decorations and Lights.** All exterior holiday decorations may be placed on the residence and on the Lot no earlier than thirty-five (35) days before said holiday and must be removed within Fifteen (15) days after said holiday.

ARTICLE XI PROVISIONS REGARDING BUILDERS

1. **Builder Approval.** In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the Development, all builders must be approved by the Declarant. The Declarant shall have the right to prohibit certain builders from constructing residences on any Lot at their sole discretion. Examples for which a builder may not be approved are the constructing of unapproved field modifications, inadequate response to Architectural Control Committee directions, and/or failure to comply with Architectural Committee requirements.

2. **Construction Debris and Trash Removal.** Each builder will be required to maintain a dumpster at the residence under construction. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between two adjoining builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein.

3. **Daily Cleaning.** Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who may be touring through the various construction projects.

4. **Violations.** Violations will be subject to penalties of \$100 per day and the Association also may have the violating site cleaned. In the event that the Association cleans violating site (or trash from the violating site) then Owner will be charged two times the direct cost charged for the site clean-up.

5. **Construction Material.** Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property.

6. **Blown Trash.** All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis.

7. **Lunch Trash.** Workers utilizing parks and common areas for lunch or breaks shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

8. **Infrastructure.** Within the Development, there are numerous forms of infrastructure consisting potentially of curbs, streets, service drives, landscaping, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridge, street furniture, walking paths, parks, trash receptacles, etc., as well as other improvements not necessarily enumerated above. The Builder and Owner are responsible for protecting the infrastructure adjacent to or within the subject property.

- a. Damage to any infrastructure item will be repaired by the Association and back- charged to the Owner responsible at two times the direct cost and the Owner also may be fined.
- b. Prior to commencing construction, the Owner must have webbing, or other protective measure, around street trees adjacent to or within the subject site. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each property as well as the overall Planned Development.
- c. No builder, nor its employees or subcontractors or agents shall interfere with Declarant's contractors or its infrastructure construction.

9. **Construction Time.** No builder or subcontractor shall commence or perform construction work during hours prohibited by the Town's ordinance related to construction activity.

10. **Construction Audio Equipment and Noises.** No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 5:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

11. **Concrete Delivery and Disposal of Excess Material.** Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Development (except for the Lot it was intended for) unless a designed area is defined by Declarant. Concrete which is accidentally spilled on sidewalks, curbs or asphalt paving must be removed by the responsible party immediately.

12. **Surveys and Construction Staking.** Each Builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed improvements. An experienced and qualified licensed surveyor is required to survey the property and locate proposed improvements. The location of proposed improvements shall be double-checked prior to starting actual construction. Once the foundation is laid, the contractor's surveyor shall certify that all improvements are properly located. Any and all deviations shall be promptly corrected at that time. No exceptions will be allowed.

13. **Dump Sites.** There are no dump sites within the Development. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of the Development.

A fine of One Thousand Dollars (\$1,000.00) per occurrence may be imposed by Declarant, or if Declarant's rights have been terminated as provided herein, by the Association, on anyone dumping debris on any portion of the Development. This fine shall accrue to the Lot from which the debris originated, and a lien shall be filed on said Lot. The workman and company responsible for depositing such debris may at the choice of the Declarant be prohibited from future work in the Development.

14. **Protection of Adjacent Property.** When construction is to begin, the contractor is required to put up a solid black silt fence along the entire Lot line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner.

15. **Erosion Control.** It shall be the sole responsibility of the Lot Owner or Owner's agents, employees,

contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the Lot Owner, or its agents or contractors to take all steps necessary to insure that all erosion control measures are fully complied with and maintained prior to, during and after construction of the referenced property. The Tennessee Department of Environment and Conservation (TDEC), Division of Water Pollution Control requires the Owner of property to maintain adequate drainage and erosion control measures at the property and to maintain such measures throughout construction of the improvements upon the property. If the Lot Owner is a builder or contractor, intending to construct a home for resale, it will, within fifteen (15) days following the date it takes title to the Lot contact TDEC and file the Notice of Intent for Construction Activity and Storm Water Pollution Prevention Plan (SWPPP) and furnish such other forms and information as may be required by TDEC to obtain a new tracking number for the Lots purchased by said builder or contractor. Otherwise, the Lot Owner will require its builder or contractor, when selected, to file a Notice of Intent for Construction Activity with TDEC no less than ten (10) days prior to the commencement of construction or disturbance of the Property. The Lot Owner shall initially establish and maintain a fully sodded property at the time of construction completion.

16. **Port-A-John.** Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A- John shall be maintained on a regular basis and located at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

17. **Sidewalks and Picket Fencing.** Each Lot Owner is responsible for the installation of the sidewalk in front of the house if not already installed by the Declarant. In the event that the Declarant has already installed said sidewalk on the Lot Owner's lot then such Lot Owner shall be responsible for repairs due to damage occurring during home construction to said sidewalk.

18. **Owners' Responsibility.** The Owner of any Lot is responsible for any violation of this Article XI which results from work being performed on or about its Lot, whether such violation is caused by the Owner or its contractor, builder or other agents performing work for or on behalf of Owner. All obligations imposed on builders or other third parties relating to work done on a Lot is also the responsibility of the Owner of that Lot, and the Owner is liable for all costs, fines, penalties and other remedies available to the Declarant or the Association, or where applicable, to other Lot Owners.

ARTICLE XII PROTECTIVE COVENANTS AND RESTRICTIONS

1. **Uses Allowed.** All Lots in the Development are hereby restricted to private residential dwellings for residential use except for the Lots designated on the Plat as Common Areas. All of such Lots shall be known and described as single family residential Lots and are not to be re-subdivided into smaller lots. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Lot at any time as a residence, either temporarily or permanently.

2. **Square Footage.** The minimum square footage for a residence shall be determined by the Architectural Control Committee, which may set different standards depending on Lot configuration and other factors.

3. **Building Standards.** No structure shall be erected, placed, altered, or permitted to remain on any Lot in this Development other than one single-family detached dwelling of not more than two (2) stories in height plus roof, with a minimum of one private 2-car garage. Lofts over a garage are not considered by this document as a living unit. Accessory structures are allowed to the extent that the Town of Oakland allows same once a house has been built on the Lot and the structure has been approved in writing by the Architectural Control Committee or its designated representative. Cottage Lots are not required to have a private 2-car garage.

4. **Uncompleted Construction.** Any dwelling shall have a certificate of occupancy issued by the Town of Oakland Department of Code Enforcement or other entity which may possess the legal authority to issue such a certificate within two hundred seventy (270) days from the date an engineering firm performs the pre-pour inspection of the foundation, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day as liquidated damages to the Declarant until the dwelling is issued a certificate of occupancy. If such pre-pour inspection of the foundation is not obtained or the date is unknown, the 270-day time period shall commence to run on the date the building permit is issued to construct improvements upon the Property. The Architectural Control Committee shall, in its sole discretion, shall have the ability to lengthen the time for issuance of a certificate of occupancy to be issued.

5. **Trash.** It shall be the sole responsibility of the Lot Owner to prevent the blowing, dumping or placement of trash, refuse, etc. on an adjacent Lot. If a Lot Owner fails to comply with this condition within ten (10) days after written notice to the last known address of such Lot Owner, the Declarant may perform such maintenance and recover the cost thereof from the Lot Owner, including reasonable collection and attorney's fees. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of household trash or refuse is prohibited. Burning of trees, brush and construction materials is prohibited.

6. **Accessory Structures & Local Code.** Accessory buildings, recreational structures including, without limitation, pool houses, swings, basketball goals, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Oakland. Each Lot Owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this Development located at the Town of Oakland public works office.

7. **Location of Accessory Structures.** All buildings, including any freestanding buildings or other structures erected, shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided, additionally, that on no Lot shall any structure or accessory building be located nearer to the street than the side or front building line of the principal building without the prior written consent of the Architectural Control Committee.

8. **Electric Service.** All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the Owner's sole expense. Electric meters shall be placed adjacent to the residence and not located at the public streets or on the front of the house.

9. **Satellite Dishes.** Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort with the exception of a satellite dish no larger than 24" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any Lot or upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.

10. **Flagpoles.** Any non-attached flagpole erected upon an Owner's property may not exceed fifteen (15) feet in height and must conform to the ordinances of the Town of Oakland. The location of the flagpole must be approved by the Architectural Control Committee.

11. **Exterior Lighting.** All exterior lighting on a Lot, including, but not limited to, landscape lighting, is subject to the rules of the Architectural Control Committee. Said lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only, and shall be installed/directed so as to avoid glare and excessive spillage on adjacent properties or streets.
12. **Fencing.** No fences, walls or other such features shall be erected on any Lot without the prior written approval of the Architectural Control Committee. Fences are to be constructed in accordance with the ordinances of the Town of Oakland and with the Architectural Control Committee. The Architectural Control Committee will provide a fence detail upon request. No chain-link or wire fence is allowed between Lot Owners.
13. **Driveway Material.** All driveways and flatwork finishes shall be approved by the Architectural Control Committee.
14. **Lawns.** All lawns must be solid sodded, except as expressly approved by the Architectural Control Committee.
15. **Pets.** No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. All permitted pets shall be kept on leashes at all times when any such pet is not confined by a fence or pen. A Lot Owner shall promptly remove all pet waste from such Lot Owner's Lot and from any other Lot Owner's Lot and / or the Common Areas. Violation of either of the foregoing restrictions shall result in a penalty or additional assessment against the Lot of such Lot Owner in the amount of One Hundred and no/100 Dollars (\$100.00) for each occurrence by the Association.
16. **Tree Removal.** No tree larger than eight (8) inches in diameter measured thirty-six (36) inches from the grade shall be removed without the approval of the Architectural Control Committee, unless it is dead or poses a threat to the safety and health of the occupants of a Lot or the adjacent Lots.
17. **House and Lot Maintenance.** Each Lot 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, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. All Lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an Owner of any Lot shall fail to maintain his or her Lot and the improvements thereon in a manner as required by these covenants, as reasonably determined by the Architectural Control Committee, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of 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. Additionally, each Owner shall be responsible for the maintenance and repair of the public curb and gutter (if any) adjoining or contiguous to the Owner's Lot which may be damaged during any construction or improvement activity on said 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 a notice of lien with the Register's Office of Fayette 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 maximum

legal rate of interest.

18. Warranties. The purchaser of a vacant Lot, or in the case of the Common Area of the Association, shall accept same in its existing condition, no warranties or representations having been made by the Declarant or its designated representative which are not expressly stated herein. The Declarant shall convey the Lots and the Common Area as is, where is, and with all faults. The acquirer of any property within the Development agrees to indemnify and hold the Declarant, its successors or assigns harmless against any claim, liability, damage or cost in connection with the development of the property or any Lot. The Owner of any property within the Development shall, in the development of the property or Lot and thereafter, provide adequate drainage so as not to adversely affect such property or Lots adjacent thereto before, during and after construction. The Development may be filled land or partially filled land. The Declarant shall not be responsible for any trees that die. The Declarant shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said Development. The Declarant makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned Lots since said inundation can be expected with rainfall which exceeds the design standards.

19. Garden Location. Any vegetable gardens shall be located no closer to the public street than the rear of the house, within a fenced area, except for any garden allowed in a Common Area by the Association.

20. Statuary. All statuary, monuments and similar decorations intended to be placed in a yard or wherever they can be seen from off the Lot upon which they are located must be approved in advance by the Architectural Control Committee or its designated representative.

21. Sidewalks. Sidewalks shall be installed by the Lot Owner in accordance with the ordinances and regulations of the Town of Oakland and are to be installed when the residence is constructed. Should a Lot Owner not have installed the required sidewalk(s) when required by the Association, then the Association will collect from the Lot Owner the cost required to ensure the future construction of the sidewalk. Should the Lot Owner refuse to do so, then the Association shall have the right to file a lien on the property or sue for ten (10) times the cost of the sidewalk. Upon the Lot closing, the Owner shall be responsible for the maintenance and repair of the curb and gutter along the frontage of their Lot. If the Owner fails to maintain or repair the curb and gutter in a timely manner, then the Association or its designated representative shall have the right to file a lien on the property and/or sue for ten (10) times the cost of the curb and gutter.

22. Signage. No commercial sign of any kind or in any form shall be located on any Lot or in the street right-of-way without the express written consent of the Architectural Control Committee – at its sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. No political sign, poster or other standard or banner shall be placed in a visible location on any Lot that is larger than six (6) square feet in total area. Political signs may be placed in Lots no earlier than 45 days prior to the event of election and shall be removed within 48 hours of the completion of the event of election and shall not exceed one per current elective race. No sign advertising the property "for rent" or "for lease", or any other sign, of any nature, may be placed upon an Owner's property or in an Owner's property except for the standard size signs used by Realtors, subject to the size limitations set out in this Article XIII, Section 22.

23. Prohibited Uses. No commercial use shall be made of any Lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No Lot may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, excessive noise from barking dogs, equipment or trailers, except while engaged in construction on a Lot. No animals, livestock

or poultry of any kind shall be permitted on any of said Lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash. The Declarant shall determine in their sole discretion whether an Owner is in violation of this section.

24. **Noise.** No Owner shall cause or allow any use on his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots. The Board of Directors of the Association shall determine in their sole discretion whether an Owner is in violation of this section.

25. **Air Quality.** No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots.

26. **Home Business.** No house or other structure on any Lot shall be used for any business or commercial purpose, except for small business owned by the Lot Owner, that are allowed by the governmental entities. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

27. **Hobbies.** The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot.

28. **Lot Transfer.** Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat and the terms of these Declarations.

29. **Lot Boundaries.** If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Declarant for the purpose of placing approved Improvements thereon, but individual Lots may not be re-subdivided so as to create a smaller area than originally deeded to an Owner and as shown on the Plat without the consent of the Declarant.

30. **Governmental Codes.** Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

31. **Parking.** No commercial or recreational vehicles, including, but not limited to, trucks, vans, utility vehicles, boats, campers, and trailers shall be parked on the public streets, service drives or private parking adjacent to the service drives and must be kept in the garage. Only passenger vehicles (excluding commercial and recreational vehicles containing sleeping space) which have current registration and are in a condition so as to be lawfully operated on public streets may be parked on those parts of driveways in the rear of the property. No vehicle of any type or nature with a "for sale" sign affixed thereon or therein may be parked on the public streets, service drives or private parking adjacent to the service drives or on driveways in the rear of the property. No vehicle of any nature or type that is not in operating condition or appropriately licensed may be parked on the public streets or within the Development. Vehicles in violation are subject to being towed at the Owner's expense.

32. **Boats.** Boats must be stored in enclosed areas and must not be visible from neighboring Lots, Streets, Service Drives or Common Areas.

33. **Sex Offenders.** No Lot nor any improvement thereon within Development as shown on plat thereof, shall be conveyed to, leased to, or occupied by a convicted sex offender that is listed on any state or federal sex offender registry.

34. **Full Force.** Invalidation of any of these covenants, limitations, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

35. **Obligation of Declarant and Association.** Neither the Declarant, the Architectural Control Committee nor the Association shall be required to pursue enforcement of any alleged violation by an Owner of a Lot of a use restriction set forth herein. Any failure to so pursue by the Declarant, the Architectural Control Committee or the Association shall not serve as a waiver by the Declarant or the Association of such violation, and the Declarant, the Architectural Control Committee or the Association shall have the right to enforce any use restriction herein which is violated by an Owner of a Lot, regardless of any prior election to not pursue enforcement thereof.

Declarant

NEED INFO

By: _____
NEED INFO

State of Tennessee
County of Shelby

On this _____ day of _____, 2026, before me personally appeared NEED INFO, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged himself to be the President of NEED INFO, a Tennessee limited liability company, the within named bargainer, and who further acknowledged that, being duly authorized, he executed the forgoing instrument for the purposes therein contained on behalf of said company by signing the name of the corporation, by himself as such officer.

Witness my hand and official seal at office, this the ____ day of _____, 2026.

Notary Public: _____

My Commission Expires: _____

Meeting Date: Thursday, April 9, 2026
Project: Dutch Bros Coffee – Site Plan Application
Staff Contact: Alex Barthol, Staff Planner

PROJECT INFORMATION

Parcel ID: L0159 00612
Zoning District: C-2: Regional Commercial
Site Area: .75 acres
Applicant: Palmetto Lakeland-US Highway 64, LLC
Representative: Harvey W. Matheny, P.E.

STAFF RECOMMENDATION

City Staff is recommending approval of the Site Plan application with the following conditions:

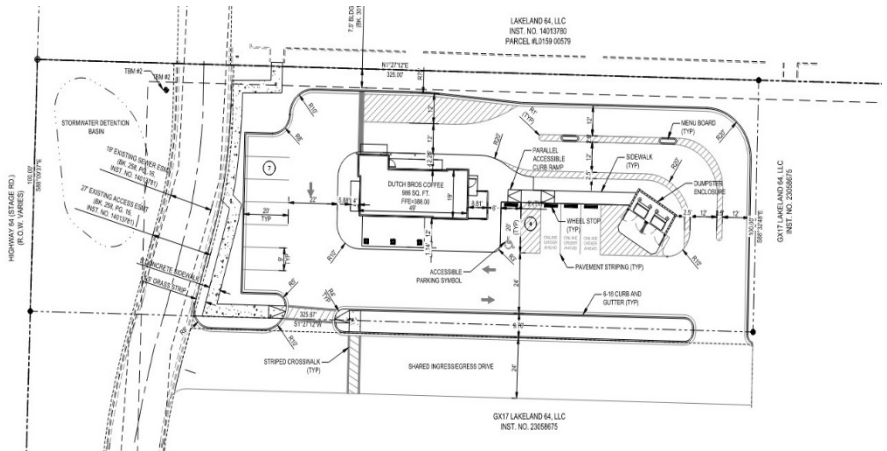
1. The proposed building wall signage shall be reduced to fit into the allowable thirty (30) square foot allotment.
2. The proposed ground signage is required to be landscaped and irrigated.
3. All underground electric service shall be shown on the grading plan.
4. The flowline from B3-B4 as shown on the grading and drainage plan has a negative slope value. This will need to be corrected.
5. The proposed detention shall be relocated to a shared detention area located north of the proposed building, or be transitioned into underground detention.

BACKGROUND:

On March 12, 2026, an approved planned development for a future Glide Express car wash was dissolved on the subject property. This dissolution returned the property to its original C-2: Regional Commercial zoning distinction.

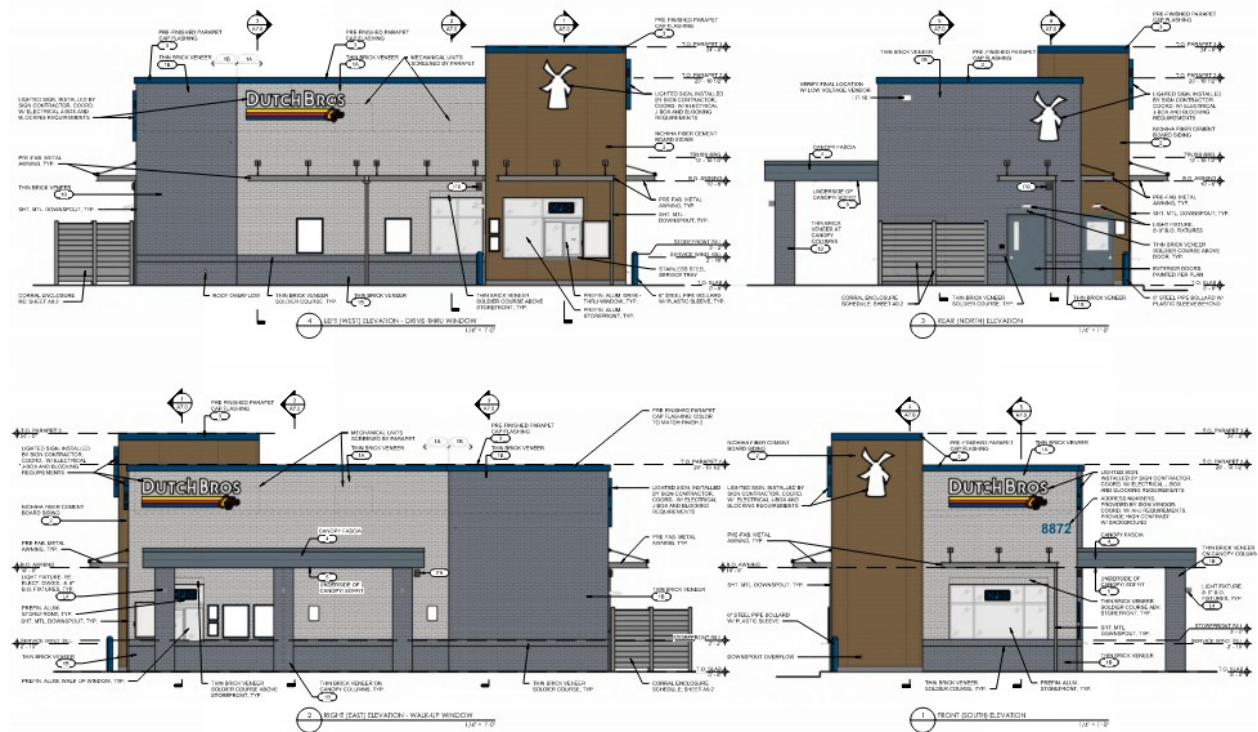
DISCUSSION:

This application is a request for approval by the Municipal Planning Commission of all site improvements including all civil work, site access, parking and circulations and site lighting as well as Design Review Commission approval of building elevations and landscaping. The proposed use is a drive thru coffee shop.



ELEVATIONS:

All elevations are proposed to consist of brick (Glen Gary Stone Gray Klaycoat and Hebron Brick Slate Gray) and fiber cement siding (Nichiha Cedar). The building also features blue coping at the roof line and dark gray Canopy fascia over the walk up service window. All materials and colors are in line with the approved building materials listed in the Land Development Regulations.

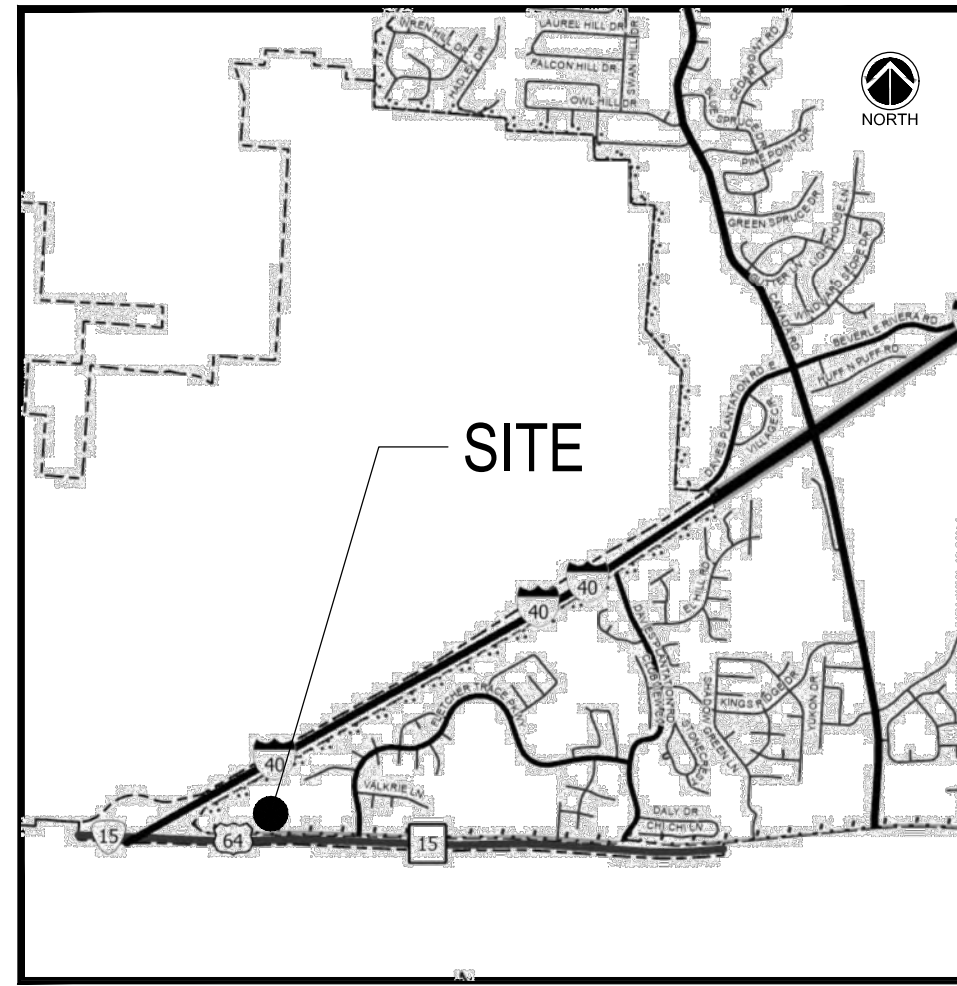


PARKING AND CIRCULATION:

2. The proposed ground signage is required to be landscaped and irrigated.
3. All underground electric service shall be shown on the grading plan.
4. The flowline from B3-B4 as shown on the grading and drainage plan has a negative slope value. This will need to be corrected.
5. The proposed detention shall be relocated to a shared detention area located north of the proposed building, or be transitioned into underground detention.

EXAMPLE MOTIONS

1. Motion to approve the Dutch Bros Coffee Site Plan Application without conditions.
2. Motion to approve the Dutch Bros Coffee Site Plan Application subject to the following conditions:
 - a. The proposed building wall signage shall be reduced to fit into the allowable thirty (30) square foot allotment.
 - b. The ground signage is required to be landscaped and irrigated.
 - c. The proposed detention shall be relocated to a shared detention area located north of the proposed building, or be transitioned into underground detention.
 - d. All underground electric service shall be shown on the grading plan.
 - e. Correction of the negative slope at the flowline from B3-B4 as shown on the grading and drainage plan.
- a. Conditions as determined by the Planning Commission
3. Motion to deny the Dutch Bros Coffee Site Plan Application:
 - a. Reason for denial



VICINITY MAP
SCALE: NTS

DUTCH BROS

CONSTRUCTION PLANS

8872 HWY 64
LAKELAND, TN
PFI PROJECT NO. 27456.01
MARCH 30, 2026

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PREPARED FOR:



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DEMOLITION NOTES:

- 1. THE CONTRACTOR SHALL REMOVE ALL UNDERGROUND UTILITIES AND ANY OTHER ITEMS IN ACCORDANCE WITH THE [LOCAL DEQ] AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL STRICTLY FOLLOW ALL CITY, STATE, AND FEDERAL GUIDELINES FOR REMOVAL AND DISPOSAL OF THESE FACILITIES.
2. ALL BUILDING, CONCRETE, ASPHALT PAVEMENT, AND GRANULAR SUBBASE SHALL BE REMOVED FULL DEPTH PER THE DIRECTION OF THE GEOTECHNICAL ENGINEER. ALL MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL REGULATIONS.
3. CONTRACTOR SHALL REMOVE & REPAIR PAVEMENT AS REQUIRED FOR UTILITY CONSTRUCTION INCLUDING BUT NOT LIMITED TO: IRRIGATION SLEEVES, SITE LIGHTING CONDUITS, WATER LINES, SANITARY SEWER LINES, STORM DRAINAGE LINES, ETC. CONTRACTOR HAS OPTION TO BORE CONDUITS.
4. ANY EXISTING UTILITIES WITHIN 10' OF THE BUILDING FOOTPRINT SHALL BE COMPLETELY REMOVED AND DISPOSED OF PER LOCAL REGULATIONS.
5. PRIOR TO COMMENCING ANY UTILITY WORK, CONTRACTOR SHALL NOTIFY ANY SURROUNDING PROPERTY OWNERS WHO MAY EXPERIENCE A DISRUPTION IN SERVICE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING ANY EXISTING IRRIGATION SYSTEM TO ACCOMMODATE PARTS OF THAT EXISTING SYSTEM THAT ARE REMOVED, ABANDONED OR DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO MODIFY ANY EXISTING IRRIGATION SYSTEM TO ACCOMMODATE NEW AREAS OF LANDSCAPING. ANY IRRIGATION SLEEVES SHALL BE INSTALLED PRIOR TO PAVING AND BACKFILLED PROPERLY BY THE SITE CONTRACTOR.
7. THE CONTRACTOR SHALL ENSURE ADEQUATE ACCESS IS PROVIDED TO [TRUCK DOCKS, ADJACENT PROPERTIES, ETC] DURING ALL PHASES OF CONSTRUCTION. COORDINATE WITH THE PROJECT MANAGER.
8. WHEN REMOVING UTILITIES, CONTRACTOR SHALL GROUT AND SEAL ANY STRUCTURES THAT ARE TO REMAIN PER LOCAL REGULATIONS.
9. UTILITIES SHOWN ARE LOCATED BY FIELD SURVEY AND RECORD DRAWINGS. ADDITIONAL UNDERGROUND UTILITIES WILL BE ENCOUNTERED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY INACTIVE STRUCTURES & ALERT THE ENGINEER OF ANY ACTIVE, UNMAPPED STRUCTURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION OF UTILITY DEMOLITION & RELOCATION.
11. CONTRACTOR SHALL NOT INTERRUPT DRAINAGE FROM ADJACENT PROPERTIES AND PUBLIC RIGHT-OF-WAYS.

GENERAL SITE NOTES:

- 1. BEFORE COMMENCING ANY ACTIVITY UNDER OR PERTAINING TO THIS CONTRACT, THE CONTRACTOR SHALL:
1.1. OBTAIN ALL BUILDING AND CONSTRUCTION PERMITS AS REQUIRED BY PERTINENT REGULATORY AND GOVERNMENTAL AGENCIES.
1.2. CONTACT THE [LOCAL AGENCY] CONSTRUCTION INSPECTION OFFICE.
1.3. CONTACT UNDERGROUND UTILITIES LOCATING SERVICE.
1.4. NOTIFY UTILITY COMPANIES MAINTAINING UTILITY LINES OR EASEMENTS WITHIN THE LIMITS OF CONSTRUCTION, OR IN PUBLIC RIGHTS-OF-WAY ADJACENT TO THE PROJECT. BECOME KNOWLEDGEABLE OF EXISTING UTILITIES AND PROTECT SAME WHERE NECESSARY. THIS SHALL INCLUDE UTILITIES SHOWN AND NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
4. THE CONTRACTOR SHALL AT ALL TIMES EMPLOY ADEQUATE EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT DAMAGE TO THE PROPERTY, ADJACENT PROPERTIES, PUBLIC RIGHTS-OF-WAY, AND PUBLIC OR PRIVATE DRAINAGE SYSTEMS. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, & MULCHED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER [LOCAL AUTHORITY] AND STATE REGULATIONS. ALL SLOPES 3:1 OR GREATER SHALL BE PERMANENTLY STABILIZED WITH SOLID SOD OR AN EROSION CONTROL MAT WITH SEEDING.
5. ALL CONSTRUCTION SHALL MEET THE [LOCAL AUTHORITY] TECHNICAL SPECIFICATIONS.
6. THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE CITY ENGINEER AND THE PROJECT ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.
7. SEVENTY-TWO (72) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL [STATE] ONE CALL AT [NUMBER] FOR THE LOCATION OF UNDERGROUND UTILITIES.
8. THE CONTRACTOR AT NO TIME SHALL ENCRUCH UPON OR CAUSE DISRUPTION TO TRAFFIC FLOW ON ADJACENT PUBLIC RIGHTS-OF-WAY WITHOUT SECURING THE PROPER PERMITS PRIOR TO COMMENCING OPERATIONS. THE CONTRACTOR SHALL ERECT THE PROPER TRAFFIC CONTROL DEVICES ACCORDING TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AND SHALL PROTECT THE PUBLIC FROM HAZARD OR INJURY BY ERECTING BARRICADES WHERE APPROPRIATE, I.E., AROUND EXCAVATIONS OR OPERATING EQUIPMENT. THE CONTRACTOR SHALL NOT ENTER NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
9. ALL SITE RELATED CONCRETE UNLESS SPECIFIED OTHERWISE SHALL BE 4,000 PSI.
10. ANY EXISTING UTILITIES REQUIRING RELOCATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WORKING UTILITY SERVICES TO ADJACENT BUILDINGS DURING DEMOLITION AND CONSTRUCTION. COORDINATE ALL PLANNED SERVICE OUTAGES OR EMERGENCIES WITH THE OWNER.
11. FIELD STAKING IS TO BE PROVIDED BY THE CONTRACTOR.
12. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL AND STATE REQUIREMENTS INCLUDING THE LOCAL NOISE ORDINANCE.
13. ANY FENCING, SIDEWALK, CURB AND GUTTER, CURB CUT [ETC.], DAMAGED BY CONSTRUCTION SHALL BE REPLACED AND RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
14. ALL UTILITY LINES ENTERING THE BUILDING SHALL BE SEALED TO PREVENT MIGRATION OF SURFACE AND SUBSURFACE WATER AND SUBSEQUENT WETTING OF THE SUBGRADE SOILS. THE UTILITY LINES SHALL BE SEALED FROM THE BUILDING FOUNDATION TO A MINIMUM OF 3 FEET OUTSIDE THE BUILDING FOUNDATION. THE SEAL MAY CONSIST OF CLAYEY SOILS WITH A MINIMUM PLASTICITY INDEX OF 25 OR WITH LEAN CONCRETE.
15. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING NATURAL GAS, WATER, AND SEWER LINES WHERE CROSSING PROPOSED UTILITIES' CONSTRUCTION. CONTRACTOR SHALL PROVIDE ELEVATIONS OF EXISTING UTILITIES TO THE ENGINEER TO VERIFY ADEQUATE CLEARANCE.
16. CONTRACTOR SHALL SUPPLY AND INSTALL ALL ITEMS AND PERFORM ALL WORK NOT COVERED BY UTILITY COMPANIES. VERIFY INSTALLATION PROCEDURE WITH UTILITY COMPANY.
17. CONTRACTOR SHALL REMOVE & REPAIR PAVEMENT AS REQUIRED FOR UTILITY CONSTRUCTION INCLUDING BUT NOT LIMITED TO: IRRIGATION SLEEVES, SITE LIGHTING CONDUITS, WATER LINES, SANITARY SEWER LINES, STORM DRAINAGE LINES, ETC. CONTRACTOR HAS OPTION TO BORE CONDUITS.

GRADING AND DRAINAGE NOTES:

- 1. CONTRACTOR TO VERIFY UTILITY COMPANY LOCATIONS AND VERTICAL DATA SHOWN ON PLANS. CONTACT UTILITY PROVIDERS BEFORE SITE EXCAVATION BEGINS.
2. PROPER DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PROJECT SITE TO PREVENT THE INCREASE OF THE IN-SITU SOILS MOISTURE CONTENT. FLUCTUATIONS MAY NECESSITATE SOIL IMPROVEMENTS PER THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
3. ESTABLISH PERMANENT VEGETATION WITH SEEDING OR SOLID SOD ON DISTURBED AREAS.
4. DESIGN CONTOURS SHOWN ARE FINISHED GRADE.
5. SPOT ELEVATIONS SHOWN ARE FINISHED ASPHALT, GROUND OR CONCRETE ELEVATIONS. SPOT ELEVATIONS ON CURB LINES ARE ON THE BOTTOM OF CURB (GUTTER) UNLESS OTHERWISE NOTED.
6. CLEAR AND GRUB AREAS OF THE SITE WHERE CUT OR FILL IS TO OCCUR. REMOVE ORGANIC MATTER, FOREIGN MATERIAL, PAVEMENT, TOPSOIL, FENCES, TRASH, BRUSH, BURIED OBSTRUCTIONS SUCH AS TREE STUMPS, ROOTS AND INACTIVE DRAINAGE STRUCTURES. DISPOSE OF MATERIAL REMOVED WHICH IS NOT TO BE REPLACED. BURNING OF MATERIAL ON THE SITE WILL NOT BE PERMITTED.
7. MAXIMUM SLOPE IN ANY DIRECTION AT HANDICAP PARKING AREAS IS 2.0%. IF SLOPES IN THESE AREAS EXCEED 2.0%, NOTIFY THE DESIGNER IMMEDIATELY. THE MAXIMUM LONGITUDINAL SLOPE AT SIDEWALK IS 5.0% WITH A 2.0% MAXIMUM CROSS SLOPE.
8. ADJUST TOPS ON CATCH BASINS AND CURB INLETS TO MEET FINAL GRADE.
9. STORM DRAINAGE PIPE SHALL BE CLASS III, REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76 WITH BUTYL-MASTIC OR RUBBER GASKET JOINTS, AASHTO 294 TYPE "S" HDPE, ASTM F2648 HDPE, SDR 35 PVC WITH ELASTOMERIC GASKET JOINTS, OR ASTM F949 CORRUGATED PVC PIPE PER THE DRAWING AND PROJECT SPECIFICATIONS [EDIT THIS SECTION FOR WHAT IS SHOWN].
10. EARTHWORK OPERATIONS SHALL BE PERFORMED PER THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION PREPARED BY [NAME], DATED [DATE].
11. FILL SHALL BE COMPACTED TO AT LEAST [95%] OF THE MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698)
12. THE MOISTURE CONTENT OF [FILL SOILS] SHALL BE WITHIN THE RANGE OF [0-4% ABOVE] THE OPTIMUM MOISTURE CONTENT.
13. SUBGRADES SHALL BE PROOF-ROLLED WITH A LOADED DUMP TRUCK TO DETECT ZONES OF UNSUITABLE AND/OR EXCESSIVELY WET SOILS. IF PUMPING BEGINS, COMPACTION SHALL BE STOPPED IMMEDIATELY AND RESUMED ONLY WHEN THE MATERIAL IS SUFFICIENTLY DRY THAT PUMPING DOES NOT OCCUR.
14. PROVIDE SUBGRADE FOR BUILDING PAD PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY [NAME]. THE EXPOSED SURFACE IN PAVEMENT OR BUILDING FLOOR AREAS SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER AND MAY REQUIRE SOME IMPROVEMENTS IF THE MOISTURE CONTENTS ARE BEYOND ACCEPTABLE LIMITS.
15. THE ENGINEERED FILL SUBGRADE SHALL PROVIDE A MAXIMUM ALLOWABLE BEARING PRESSURE OF [2,500 PSF]. FOOTING AND FOUNDATION EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND SHALL BE INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE PLACING FOUNDATIONS.
16. FILL MATERIAL SHOULD CONSIST OF MATERIALS APPROVED BY THE GEOTECHNICAL ENGINEER THAT ARE FREE OF ORGANIC MATTER AND DEBRIS. THE FILL SHOULD BE PLACED AND COMPACTED IN LIFTS OF [9 INCHES OR LESS] IN LOOSE THICKNESS.
17. THE CONTRACTOR SHALL REMOVE SOILS WHICH DO NOT MEET OR EXCEED THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS TO WITHIN [5] HORIZONTALLY OF THE BUILDING PAD PER THE DIRECTION OF THE GEOTECHNICAL ENGINEER. THESE EXISTING SOILS [INSERT WHAT CONTRACTOR SHOULD DO WITH THESE SOILS].
18. THE CONTRACTOR SHALL ENSURE STOCKPILED SOILS ARE WELL DRAINED AND ARE NOT ALLOWED TO INCREASE MOISTURE CONTENT.
19. SUITABLE MATERIALS FOR THE REQUIRED [24"] LVC ZONE ARE [CLAY SOILS HAVING A MAXIMUM LIQUID LIMIT OF 45 AND A MAXIMUM PLASTICITY INDEX OF 23 OR WELL GRADED, GRANULAR MATERIALS SUCH AS KDOT AB-3 ROCK]. ANY EXISTING SOILS USED IN THE LVC LAYER MAY BE [BLENDED WITH CLASS "C" FLY ASH UNTIL A MAXIMUM PLASTICITY INDEX OF 23 IS REACHED (APPROX. 15% CLASS C FLY ASH BY DRY UNIT WEIGHT)] UNDER THE DIRECTION OF THE GEOTECHNICAL ENGINEER.
20. THE TOP [4"] OF THE LVC LAYER (DIRECTLY BENEATH THE SLAB) SHALL BE [FREE DRAINING COMPACTED GRANULAR LEVELING COURSE] MEETING THE REQUIREMENTS OF THE GEOTECHNICAL REPORT.
21. UPON COMPLETION OF THE FILLING OPERATION, CARE SHOULD BE TAKEN TO MAINTAIN THE SUBGRADE MOISTURE CONTENT PRIOR TO CONSTRUCTION OF THE FLOOR SLAB. IF THE SUBGRADE SHOULD BECOME DESICCATED, THE AFFECTED MATERIAL SHOULD BE REMOVED OR THESE MATERIALS SHOULD BE SCARIFIED, MOISTENED AND RECOMPACTED PRIOR TO FLOOR SLAB PLACEMENT.
22. IN AREAS OF CONSTRUCTION, TOPSOIL SHALL BE STRIPPED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THIS TOPSOIL WILL BE USED FOR THE FINISH GRADING WORK. PROVIDE EROSION CONTROL AS NECESSARY TO PREVENT TOPSOIL FROM ERODING AND DAMAGING ADJACENT PROPERTIES.
23. SOFT SOILS SHALL BE USED ON SITE FOR FILL PURPOSES OUTSIDE THE AREAS OF BUILDING AND PAVEMENT CONSTRUCTION. EXCESS SOILS WILL BE DISPOSED OF OFFSITE.
24. FILL MATERIAL SHALL CONSIST OF NATURALLY OCCURRING EARTH MATERIALS WITH A PLASTICITY INDEX OF NOT MORE THAN 20%. IT SHALL BE FREE FROM ORGANIC MATTER AND CLAY BALLS WITH AN UPPER PARTICLE SIZE DIAMETER OF 2.5 INCHES.
25. PROVIDE NECESSARY AND REQUIRED SHEATHING BRACING, PUMPING & BAILING OPERATIONS TO PROTECT WORKMEN & ADJACENT FACILITIES. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW APPLICABLE SAFETY CODES & REGULATIONS DURING PHASES OF CONSTRUCTION.
26. DISTURBED AREAS SHALL BE GRADED TO DRAIN AS INDICATED ON THE PLANS DURING AND UPON COMPLETION OF CONSTRUCTION. NO DRAINAGE SHALL BE DAMMED OR TRAPPED UNLESS SPECIFICALLY DIRECTED BY THE PLANS.

WATER NOTES:

- 1. ALL MATERIALS AND INSTALLATION, TESTING, DISINFECTING, AND INSPECTIONS SHALL CONFORM TO THE CITY OF [CITY] TECHNICAL SPECIFICATIONS, AND THE REQUIREMENTS OF THE STATE OF [STATE]. WATER LINES, FITTINGS AND CONNECTIONS ARE TO BE TESTED FOR WATER TIGHTNESS BY PRESSURE TESTING.
2. ALL PIPE LINES, FIRE HYDRANTS, VALVES, AND FITTINGS ARE TO BE BLOCKED WITH CONCRETE THRUST BLOCKS IN ACCORDANCE WITH [AUTHORITY] STANDARD DETAILS.
3. SLEEVES FOR IRRIGATION SHALL BE INSTALLED PRIOR TO PAVING.
4. ALL PVC PIPE SHALL BEAR THE NSF SEAL OF APPROVAL.
5. THE WATER PLAN SHOWN IS DIAGRAMMATIC ONLY. THE SITENETWORK CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS INCLUDING MATERIALS, INSTALLATION, TESTING, AND INSPECTION. CONTRACTOR SHALL COORDINATE WITH [UTILITY COMPANY].
6. ALL WATER LINES SHALL HAVE A MINIMUM OF 30" COVER FROM FINISHED GRADE. WATER LINES SHALL BE PVC C900, CLASS 200.

SEWER NOTES:

- 1. ALL SANITARY SEWER MATERIALS, TESTING, INSPECTION, AND INSTALLATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE [LOCAL PROVIDER] AND STATE OF [STATE] SPECIFICATIONS.
2. SEVENTY-TWO (72) HOURS BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL [STATE] ONE CALL AT [PHONE NUMBER].
3. THE CONTRACTOR SHALL FIELD VERIFY SANITARY SEWER ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
4. ALL PVC SEWER LINES SHALL BE RATED AS [SCH 40] IN ACCORDANCE WITH ASTM D-3034.
5. CONTRACTOR SHALL ENSURE UNINTERRUPTED SEWER SERVICE TO EXISTING SEWER AND SERVICE CONNECTIONS BY PROVIDING AMPLE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING.

WATER/SEWER SEPARATION NOTE:

- 1. WATER MAINS SHALL BE LAID AT LEAST [10'] HORIZONTALLY AND [24"] VERTICALLY FROM ANY SEWER OR MANHOLE (WATER OVER SEWER).
2. WHERE LOCAL CONDITIONS PREVENT ADEQUATE VERTICAL SEPARATION, THE SANITARY SEWER MUST BE CONSTRUCTED OF DUCTILE IRON, PVC, OR REINFORCED CONCRETE. THE SEWER LINE MUST MEET REQUIREMENTS OF THE [LOCAL AUTHORITY] STANDARD SPECIFICATIONS, AND MUST BE PRESSURE TESTED (PURSUANT TO CHAPTER VI OF THE STATE HEALTH DEPARTMENT) MINIMUM STANDARD OF DESIGN OF WATER POLLUTION CONTROL FACILITIES.
3. JOINTS IN THE SEWER PIPE SHALL BE LOCATED A MINIMUM OF 10' FROM THE INTERSECTED WATER MAIN.
4. WHERE A [24"] VERTICAL SEPARATION, WATER OVER SEWER, CANNOT BE MAINTAINED, THE SANITARY SEWER SHALL BE REINFORCED CONCRETE ENCASED FOR A DISTANCE OF TEN FEET EACH WAY FROM THE WATER LINE CROSSING.
5. WHERE A WATER MAIN IS LAID BELOW THE SANITARY SEWER, REGARDLESS OF CLEAR SPACE, THE SANITARY SEWER SHALL BE REINFORCED CONCRETE ENCASED FOR A DISTANCE OF TEN FEET EACH WAY FROM THE WATER LINE CROSSING.

CONCRETE PAVING NOTES:

- 1. ALL CONCRETE PAVING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE [STATE] DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION SPECIFICATIONS.
2. WHERE PRACTICAL, CONCRETE PAVING CONTRACTION JOINTS SHALL BE SAWCUT BOTH WAYS ON A SQUARE GRID. CONSTRUCTION JOINTS SHALL BE PLACED BETWEEN ALL POURS.
3. A CONSTRUCTION JOINT SHALL BE INSTALLED AT A PLANNED JOINT WHEN PAVING OPERATIONS ARE INTERRUPTED FOR MORE THAN 30 MINUTES. IF THE INTERRUPTION OCCURS BETWEEN PLANNED JOINTS, THE FRESH CONCRETE SHALL BE REMOVED BACK TO THE PREVIOUSLY INSTALLED JOINT. UNLESS OTHERWISE APPROVED, NO JOINTS WILL BE ALLOWED BETWEEN THE JOINTS SHOWN ON THE JOINTING PLAN.
4. EDGES OF CONCRETE SLABS SHALL BE COVERED WITH AN APPROVED CURING MATERIAL AT THE SAME TIME AS THE SURFACE IS CURED. AT FORMED LOCATIONS, SLAB SIDES SHALL BE CURED WHEN FORMS ARE REMOVED.
5. CONCRETE SHALL BE PLACED IN ONE COURSE. ALL REINFORCING SHALL BE INSTALLED USING ENGINEER-APPROVED METHODS. THE REINFORCING SHALL RETAIN ITS SPECIFIED POSITION DURING CONCRETE PLACEMENT. REINFORCING VIBRATED DOWN TO THE TOP AFTER CONCRETE IS PLACED WILL NOT BE ALLOWED.
6. CONCRETE PAVEMENT ELEVATIONS SHALL NOT DEVIATE FROM PLAN GRADES BY MORE THAN 0.5-INCH.
7. G.C. TO RESEAL ALL CONJOINT JOINTS IN EXISTING CONCRETE PAVEMENT (FILL WITH BACKER ROD WHERE EXISTING OPENING IS TOO WIDE).
8. NEAR THE COMPLETION OF THE PROJECT, THE GC IS TO REPAIR ANY AREAS OF EXISTING AND NEWLY CONSTRUCTED PAVEMENTS DAMAGED BY CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COSTS TO THE OWNER.
9. CONCRETE SIDEWALK SHALL BE FLUSH WITH ADJACENT PANELS. CONCRETE SIDEWALK AND HANDICAP RAMPS SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.

ASPHALT AND PAVING NOTES:

- 1. ASPHALT PAVEMENT SHALL MEET OR EXCEED THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE [STATE DOT, LOCAL AUTHORITY] STANDARD CONSTRUCTION SPECIFICATIONS.
2. THE CONTRACTOR SHALL SUBMIT MIX DESIGNS FOR ALL ASPHALT AND SOIL CEMENT FOR APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL ALSO SUBMIT A LETTER FROM THE TESTING LAB CERTIFYING THAT THE SUBMITTED PAVEMENT SECTIONS MEET THE APPLICABLE REQUIREMENTS OF THE [STATE DOT, LOCAL AUTHORITY] STANDARD CONSTRUCTION SPECIFICATIONS.
3. ALL ASPHALT AND BASE COURSE ELEVATIONS SHALL NOT DEVIATE FROM PLAN GRADES BY MORE THAN 1/2-INCH. THE THICKNESS OF THE BASE SHALL NOT DEVIATE FROM THE THICKNESS SHOWN ON THE PLANS BY MORE THAN PLUS 1-1/2 INCHES OR MINUS 0 INCHES. THE THICKNESS OF THE ASPHALT PAVING SECTIONS SHALL NOT DEVIATE FROM THE THICKNESS SHOWN ON THE PLANS BY MORE THAN PLUS 1 INCH OR MINUS 0 INCHES.
4. PAVEMENT SUBGRADES SHALL BE PER THE REQUIREMENTS OF THE GEOTECHNICAL INVESTIGATION PERFORMED BY [NAME], DATED [DATE].
5. PROVIDE FIRE LANE STRIPING AND SIGNAGE AS REQUIRED BY LOCAL REQUIREMENTS.
6. [MILL AREAS SHOWN ON THIS PLAN ARE APPROXIMATE. SIZE AND SHAPE OF MILL AREAS MAY VARY ON SITE AND ADDITIONAL MILL AREAS MAY BE REQUIRED. GC IS RESPONSIBLE TO ENSURE POSITIVE DRAINAGE ACROSS THE SITE AS INDICATED ON THE GRADING AND DRAINAGE PLAN AFTER THE MILLING/OVERLAY IS COMPLETE].
7. NEAR THE COMPLETION OF THE PROJECT, THE GC IS TO REPAIR ANY AREAS OF EXISTING AND NEWLY CONSTRUCTED PAVEMENTS DAMAGED BY CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.

PICKERING FIRM INCORPORATED UNDERGROUND UTILITIES DISCLAIMER:

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE ENGINEER IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.

EROSION AND SEDIMENTATION CONTROL NOTES:

- 1. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION.
2. SILT FENCES, HAY BALES, AND OTHER BEST MANAGEMENT PRACTICES SHALL BE USED AS SHOWN AND AS DIRECTED BY THE ENGINEER TO CONTROL SOIL EROSION.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES, SEDIMENT INLET TRAPS, HAY BALES, AND OTHER BEST MANAGEMENT PRACTICES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES, OR ADJACENT PROPERTIES. THE CONTROLS SHOWN ON THE PLAN ARE THE MINIMUM REQUIRED AND THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE [LOCAL AUTHORITIES] STORM WATER CONSTRUCTION GENERAL PERMIT FOR ALL EROSION CONTROL DURING CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROL DEVICES AND REPORTING ANY MAINTENANCE AS REQUIRED BY THE [LOCAL AUTHORITIES] STORM WATER CONSTRUCTION GENERAL PERMIT DURING CONSTRUCTION ACTIVITIES.
6. PROVISIONS SHALL BE MADE TO PROTECT DOWNSTREAM WATERCOURSES (I.E., STORM SEWER SYSTEMS, DITCHES, WETLANDS, ETC.) FROM SEDIMENT RUNOFF DEVELOPED FROM THE CONSTRUCTION PROCESS. PROVISIONS INCLUDE, BUT ARE NOT LIMITED TO, STRUCTURAL CONTROLS SUCH AS SILT FENCING, GEOTEXTILE FABRIC PROTECTION OF STORM SEWERS, HAY BALES, DIKES AND SANDBAG BERM, AND/OR VEGETATION CONTROLS SUCH AS SEEDING OR EXISTING VEGETATIVE BUFFER STRIPS (MINIMUM 25 FEET WIDE).
7. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AT LOCATIONS SHOWN ON PLANS.
8. ABSOLUTELY NO DIRT, MUD, DUST OR SEDIMENT SHALL BE ALLOWED TO MOVE INTO ANY STORM DRAIN APPURTENANCES AND/OR PUBLIC STREETS.
9. CONTRACTOR SHALL PERFORM DAILY STREET CLEANING ON ROADS AND STREETS ADJACENT TO THE PROJECT WHICH ARE USED AS ACCESS ROUTES FOR CONSTRUCTION TRAFFIC IF DIRT AND MUD ARE NOT ADEQUATELY REMOVED FROM VEHICLES AT THE CONSTRUCTION EXIT. WASHING OF STREETS IS PROHIBITED.
10. LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORM WATER CONVEYANCE SYSTEMS. USE A MINIMUM 60 MIL POLYETHYLENE LINER UNDER ABOVE GROUND STORAGE TANKS. USE 2 FOOT HIGH BERMS AROUND FUEL STORAGE AREAS.
11. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL ENVIRONMENTAL LAWS.
12. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF FUELS, MATERIALS AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
13. AT A MINIMUM, STRUCTURAL CONTROLS SHOULD BE INSPECTED TWICE EVERY CALENDAR WEEK AT LEAST 72 HOURS APART. THE INSPECTOR, APPROVED BY THE OWNER, SHALL HAVE AN ACTIVE CERTIFICATION BY COMPLETING THE "FUNDAMENTALS OF EROSION PREVENTION AND SEDIMENT CONTROL LEVEL 1" COURSE. A COPY OF THE CERTIFICATION SHALL BE KEPT ONSITE. SHOULD CONTROLS BECOME INEFFECTIVE, NECESSARY REPAIRS SHALL BE PERFORMED TO RETURN THE INTEGRITY OF THE STRUCTURAL CONTROLS.
14. CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEMS THROUGHOUT THE DURATION OF THE CONTRACT.
15. CONTRACTOR WILL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS AND OTHER POTENTIALLY TOXIC MATERIALS.
16. EQUIPMENT STAGING AREA TO BE DESIGNATED BY CONTRACTOR AND APPROVED BY OWNER PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE ALL EROSION CONTROL NECESSARY FOR UTILITY CONSTRUCTION, EVEN IF THE UTILITIES ARE OUTSIDE THE LIMITS OF GRADING OPERATIONS.
18. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM FACE OF THE SILT FENCE WHEN IT REACHES A MAXIMUM DEPTH OF [60% OF THE FENCE'S CAPACITY]. THE FENCE WILL BE REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
19. SEDIMENT MUST BE REMOVED FROM SEDIMENTATION POND REGULARLY, A MINIMUM OF REMOVAL ONCE PER MONTH.
20. THE DEWATERING DEVICE ON THE SEDIMENT BASIN'S TEMPORARY RISER SHALL BE ADJUSTED TO ALLOW FOR A 72-HOUR DRAWDOWN AFTER ANY SIGNIFICANT RAINFALL. CONTRACTOR SHALL PROVIDE CHEMICAL TREATMENT BEFORE DEWATERING TO ASSIST IN COMPLYING WITH THE CONSTRUCTION GENERAL PERMIT.
21. THE CONTRACTOR SHALL SUBMIT PHASED EROSION CONTROL PLANS TO THE ENGINEER FOR REVIEW AS NEEDED TO CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION.
22. CONTRACTOR SHALL "MUCK" OUT SEDIMENT PONDS THROUGHOUT THE PROJECT WHEN SEDIMENT HAS ACCUMULATED TO THE SEDIMENT CLEAN OUT POINTS SHOWN IN THE PROJECT DETAILS AND SHALL MUCK OUT BOTH PONDS PRIOR TO FINAL STABILIZATION.
23. TEMPORARY SEEDINGS MAY BE REQUIRED IN ADDITION TO PERMANENT SEEDING TO ASSIST IN COMPLYING WITH THE CONSTRUCTION GENERAL PERMIT.

PROJECT BENCHMARKS:

- BASIS OF BEARINGS: TN STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD 83(2011), EPOCH 2010.00, U.S. SURVEY FEET)
TBM #1: 1/2" REBAR W. CONTROL CAP ELEV: 367.45
TBM #2: 1/2" REBAR W. CONTROL CAP ELEV: 383.63
NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE SITE DATUM WITH ALL SITE TBMS AND IMMEDIATELY REPORT IN WRITING ANY DISCREPANCIES TO THE ENGINEER.

FLOOD NOTE:

THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS IN A "ZONE X" NO SHADING (AREA OF MINIMAL FLOOD HAZARD); ACCORDING TO THE FEMA/FIRM MAP NUMBER 471570310 G WITH AN EFFECTIVE DATE OF FEBRUARY 6, 2013.

PICKERING FIRM INCORPORATED UNDERGROUND UTILITIES DISCLAIMER:

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE ENGINEER IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.

LINE LEGEND:

- D - EXISTING STORM DRAINAGE
T - EXISTING OVERHEAD TELEPHONE LINES
UGT - EXISTING UNDERGROUND TELEPHONE LINES
OHE - EXISTING OVERHEAD ELECTRIC LINES
UGE - EXISTING UNDERGROUND ELECTRIC LINES
G - EXISTING NATURAL GAS LINE
W - EXISTING WATER LINE
SS - EXISTING SANITARY SEWER LINE
X - EXISTING FENCE
STORM DRAINAGE PIPE
OVERHEAD ELECTRIC LINES
UNDERGROUND ELECTRIC LINES
NATURAL GAS LINE
WATER LINE
FIRE LINE
SANITARY SEWER LINE
FENCE

SYMBOL LEGEND:

- POWER POLE
METAL TRAFFIC POLE
LIGHT POLE
ELECTRIC BOX
ANCHOR GUY
TELEPHONE PEDESTAL
SANITARY SEWER MANHOLE
GAS VALVE
WATER VALVE
WATER METER/WATER SHUTOFF
FIRE HYDRANT
CURB INLET
DRAIN INLET
STORM SEWER MANHOLE
MONITOR WELL
FOUND IRON PINNAIL SPIKE
SET IRON PINNAIL SPIKE
FOUND CONCRETE MONUMENT
SIGN
TREE, SHRUB, PLANTING
FIRE DEPARTMENT CONNECTION
MONITOR WELL
EP EDGE OF PAVEMENT
ROW RIGHT OF WAY
C CENTERLINE
RCP REINFORCED CONCRETE PIPE
CONC CONCRETE
CMP CORRUGATED METAL PIPE
SUBJECT PROPERTY LINE
TC TOP OF CURB
BC BOTTOM OF CURB
POB POINT OF BEGINNING
HCR HANDICAP RAMP
SCS SEWER CLEANOUT
HW HEADWALL
PLAT BOOK
PG PAGE
C DEED CALL
C&M CALL & MEASURED DISTANCE
ESMT EASEMENT

*NOTE: ALL SYMBOLS, ABBREVIATIONS, OR LIFESTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE.

REVISIONS:

Table with 2 columns: Description, Date/Author. Contains revision entries.

PROJECT #: 27456.01
DATE: MARCH 30, 2026
DRAWN BY: EH
DESIGNER: JS
CHECKED BY: JS



DUTCH BROS COFFEE
8872 HIGHWAY 64
LAKELAND, TN 38002



SEAL:

SHEET NUMBER:

C-001

DESCRIPTION: GENERAL NOTES

STORM DRAINAGE - STRUCTURE DATA								
STRUC. NO.	STRUC. TYPE	STRUC. ELEV.	AS-BUILT STRUC. ELEV.	STRUC. PART	FLOWLINE ELEV.	AS-BUILT FLOWLINE ELEV.	AREA (AC)	DESIGN Q 10-YR OR 25-YR (CFS)
A1	CURB INLET - SAG	386.20		TOP	382.10		0.23	1.25
A2	MANHOLE	386.63		TOP	381.69		0.00	....
A3	CURB INLET - SAG	386.55		TOP	381.97		0.25	1.42
A4	MANHOLE	386.85		TOP	381.29		0.00	....
A5	FES	....		....	381.00		....	....
A6	RISER	....		....	380.80		....	....
A7	FES	....		....	380.67		....	....
B1	CURB INLET - SAG	386.04			381.95		0.20	1.13
B2	HEADWALL	386.63			382.00		2.95	9.74
B3	MANHOLE	386.88			380.71		0.00	....
B4	EX. CURB INLET	385.88			380.74		0.11	0.62
B5	OCS	....			380.60		....	....

LEGEND	
--- 290 ---	EXISTING TOPO LINE
— 290 —	PROPOSED TOPO LINE
--- D ---	EXISTING DRAINAGE PIPE
— D —	PROPOSED RIDGELINE
ME	MATCH EXISTING ELEVATION
FL	FLUSH
TC	TOP OF CURB ELEVATION
BC	BOTTOM OF CURB ELEVATION
TW	TOP OF WALL

NOTE: ALL SPOT ELEVATIONS SHOWN ARE PAVEMENT GRADES UNLESS NOTED OTHERWISE

PROJECT BENCHMARKS

BASIS OF BEARINGS
TN STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD 83(2011), EPOCH 2010.00, U.S. SURVEY FEET)

TBM #1
1/2" REBAR W. CONTROL CAP
ELEV: 387.48'

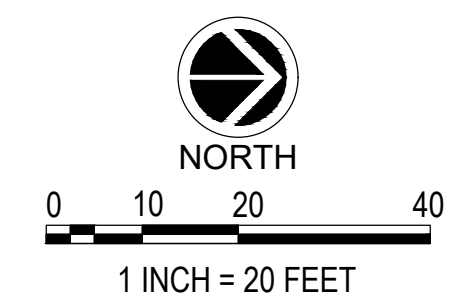
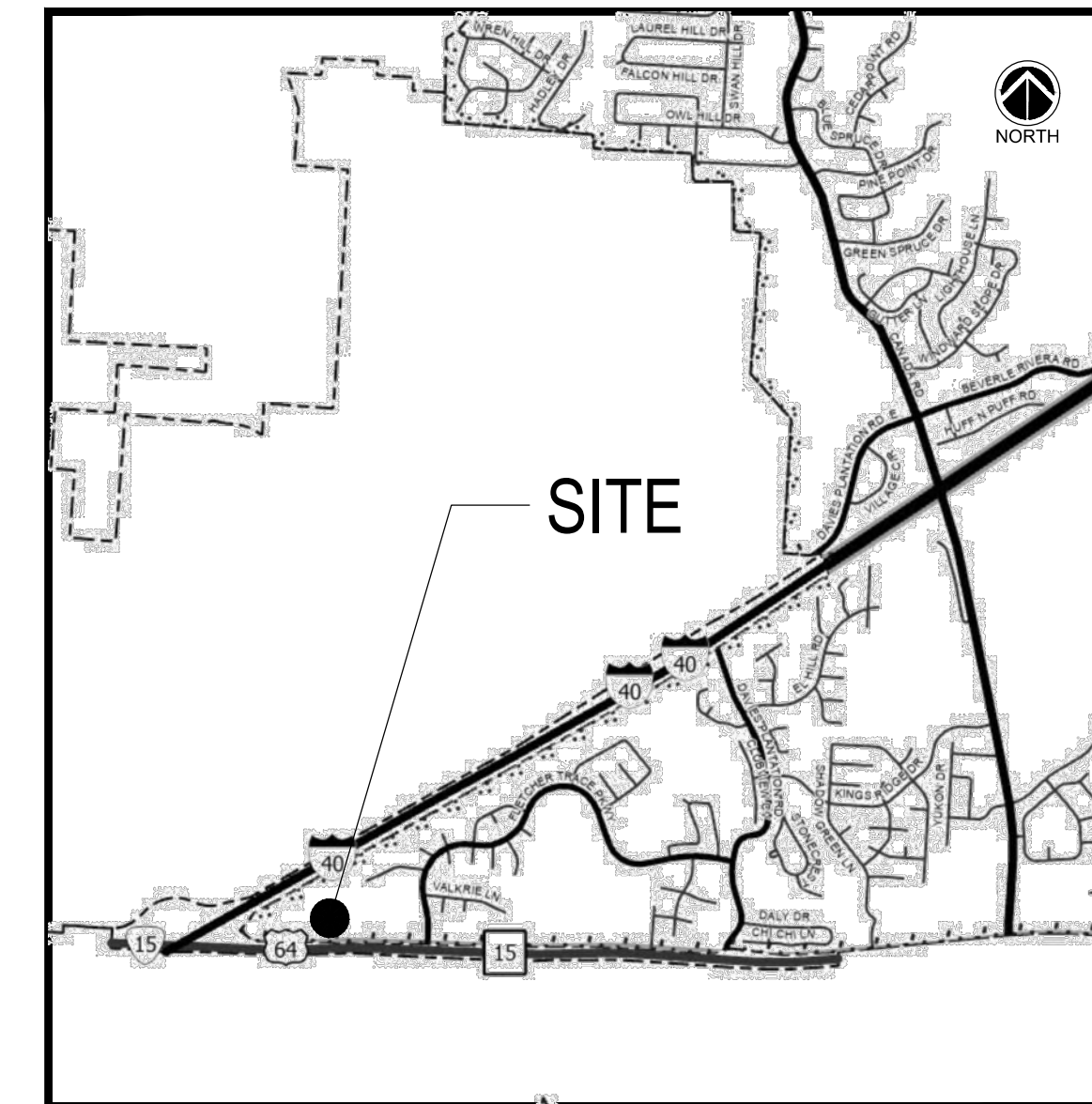
TBM #2
1/2" REBAR W. CONTROL CAP
ELEV: 383.63

NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE SITE DATUM WITH ALL SITE TBMS AND IMMEDIATELY REPORT IN WRITING ANY DISCREPANCIES TO THE ENGINEER.

FLOOD NOTE:
THIS IS TO CERTIFY THAT BY GRAPHIC DETERMINATION THE ABOVE PLATTED PROPERTY IS IN A "ZONE X" NO SHADING (AREA OF MINIMAL FLOOD HAZARD); ACCORDING TO THE FEMA/FIRM MAP NUMBER 47157C0310 G WITH AN EFFECTIVE DATE OF FEBRUARY 6, 2013.

PICKERING FIRM INCORPORATED UNDERGROUND UTILITIES DISCLAIMER:

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REVISIONS:	

PROJECT #:	27456.01
DATE:	MARCH 30, 2026
DRAWN BY:	EH
DESIGNER:	JS
CHECKED BY:	JS

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LAKELAND, TN 38002



SEAL:

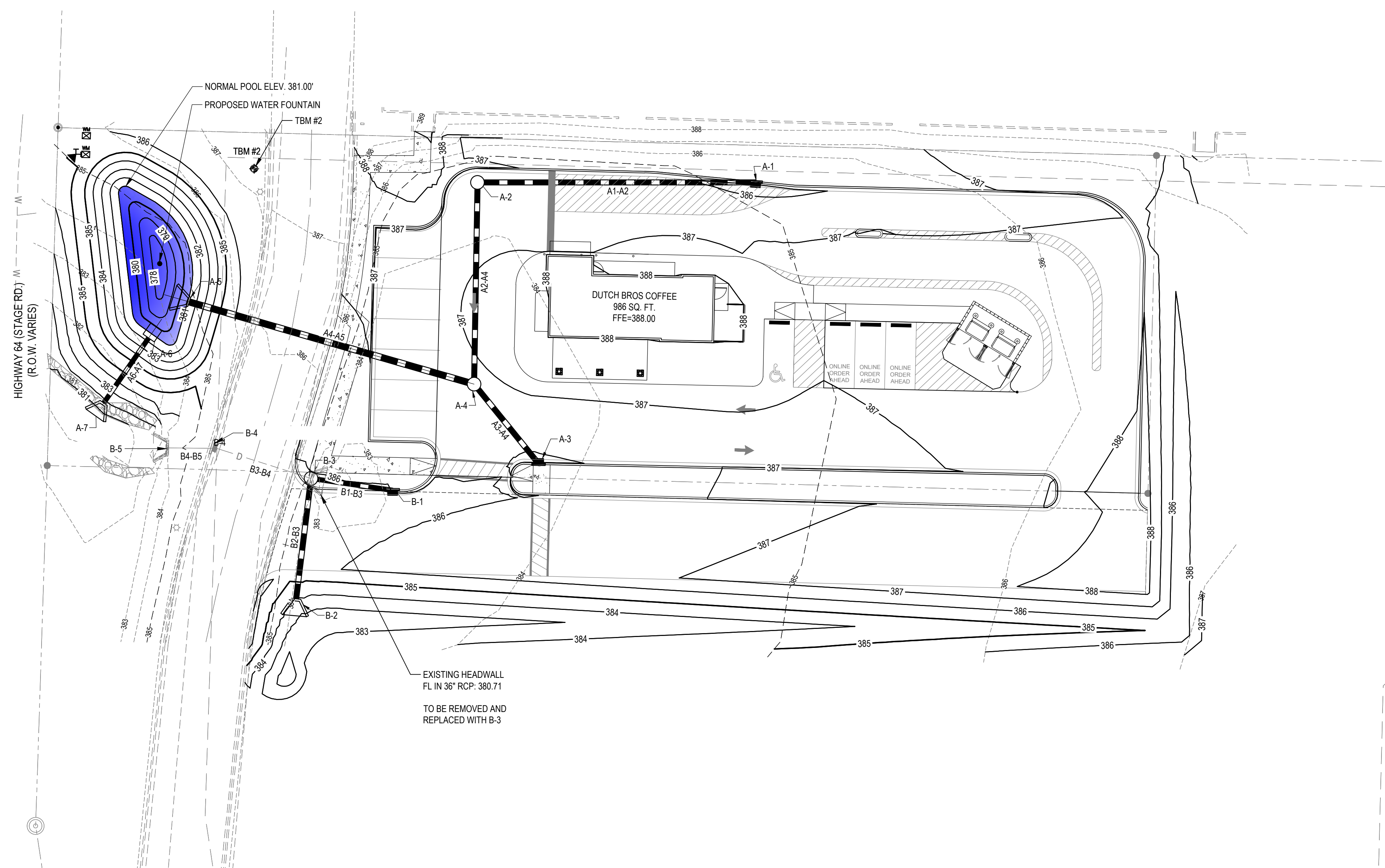
SHEET NUMBER:

C-110

DESCRIPTION:
GRADING AND DRAINAGE PLAN

STORM DRAINAGE - PIPE DATA																
FROM	FLOWLINE ELEV.	AS-BUILT FLOWLINE	TO	FLOWLINE ELEV.	AS-BUILT FLOWLINE	PIPE DIA. (IN.)	PIPE MATERIAL	SLOPE (%)	AS-BUILT SLOPE (%)	LENGTH (FT.)	AS-BUILT LENGTH (FT.)	DESIGN Q (10YR OR 25YR) (CFS)	PIPE CAPACITY (CFS)	AS-BUILT PIPE CAPACITY (CFS)	MAX. (FPS) VELOCITY	DRAIN AREA (AC)
A1	382.10		A2	381.69		15"	HP (ADS)	0.50		82		1.25	4.56		3.7	0.23
A2	381.69		A4	381.39		15"	HP (ADS)	0.50		60		1.18	4.58		3.7	0.23
A3	381.97		A4	381.39		15"	HP (ADS)	1.92		30		1.42	8.94		7.3	0.25
A4	381.29		A5	381.00		18"	HP (ADS)	0.30		97		2.37	5.74		3.2	0.48
B1	381.95		B3	381.71		15"	HP (ADS)	0.98		24		1.13	6.41		5.2	0.20
B2	382.00		B3	380.71		18"	HP (ADS)	3.02		43		9.74	18.25		10.3	2.95
B3	380.71		B4	380.74		36"	EXISTING RCP	-0.10		30		10.62	0.00		0.0	3.15
B4	380.74		B5	380.60		36"	EXISTING RCP	1.03		14		10.99	67.82		9.6	3.26

DETENTION POND			
Stage (ft)	Elev. (ft)	Storage (cuft)	Discharge (cfs)
0.0	378.0	0	0.000
1.0	379.0	132	0.000
2.0	380.0	316	0.000
3.0	381.0	554	0.000
4.0	382.0	837	0.833
5.0	383.0	1,157	1.219
6.0	384.0	1,516	3.822
7.0	385.0	1,914	31.85
15" Outlet Pipe @ Elev = 381.25'			
Wet Pond Pool Elev = 381.00'			
Crest of 10' Wide Emergency Spillway (Broad-Crested Weir) @ Elev = 384.00'			



LEGEND	
	HEAVY DUTY ASPHALT PAVEMENT
	LIGHT DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	SEED

PROJECT BENCHMARKS

BASIS OF BEARINGS
TN STATE PLANE COORDINATE SYSTEM GRID NORTH (NAD 83(2011), EPOCH 2010.00, U.S. SURVEY FEET)

TBM #1
1/2" REBAR W. CONTROL CAP
ELEV: 387.48'

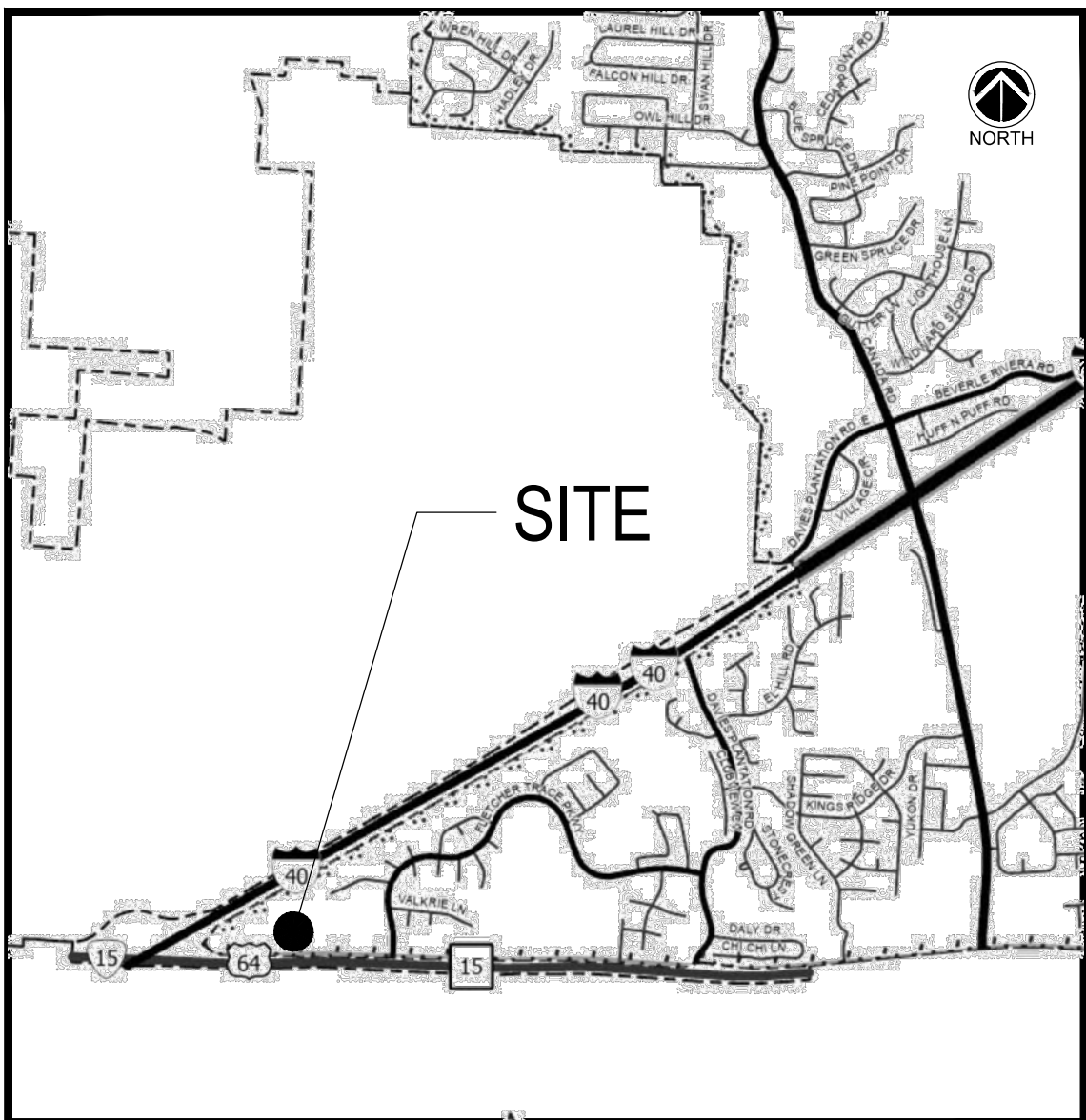
TBM #2
1/2" REBAR W. CONTROL CAP
ELEV: 383.63

NOTE: BEFORE THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE SITE DATUM WITH ALL SITE TBMS AND IMMEDIATELY REPORT IN WRITING ANY DISCREPANCIES TO THE ENGINEER.

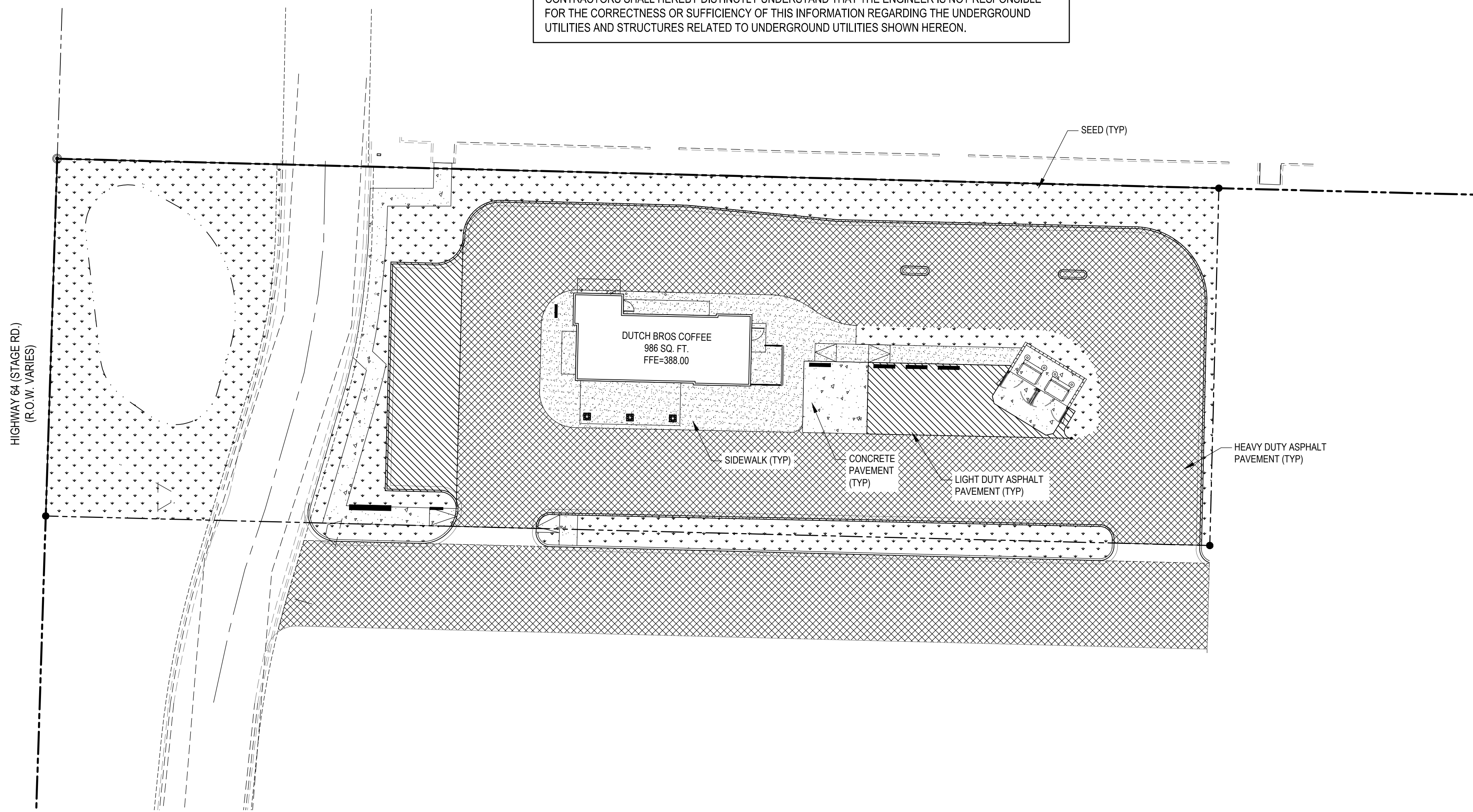
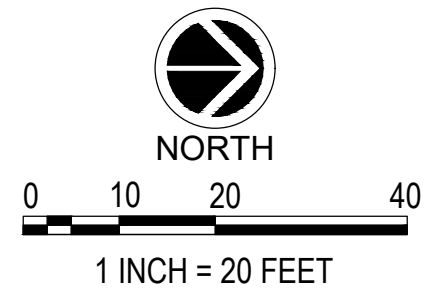
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VICINITY MAP
SCALE: NTS



REVISIONS:

▲		
▲		
▲		
▲		

PROJECT #: 27456.01
DATE: MARCH 30, 2026
DRAWN BY: EH
DESIGNER: JS
CHECKED BY: JS

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LAKELAND, TN 38002

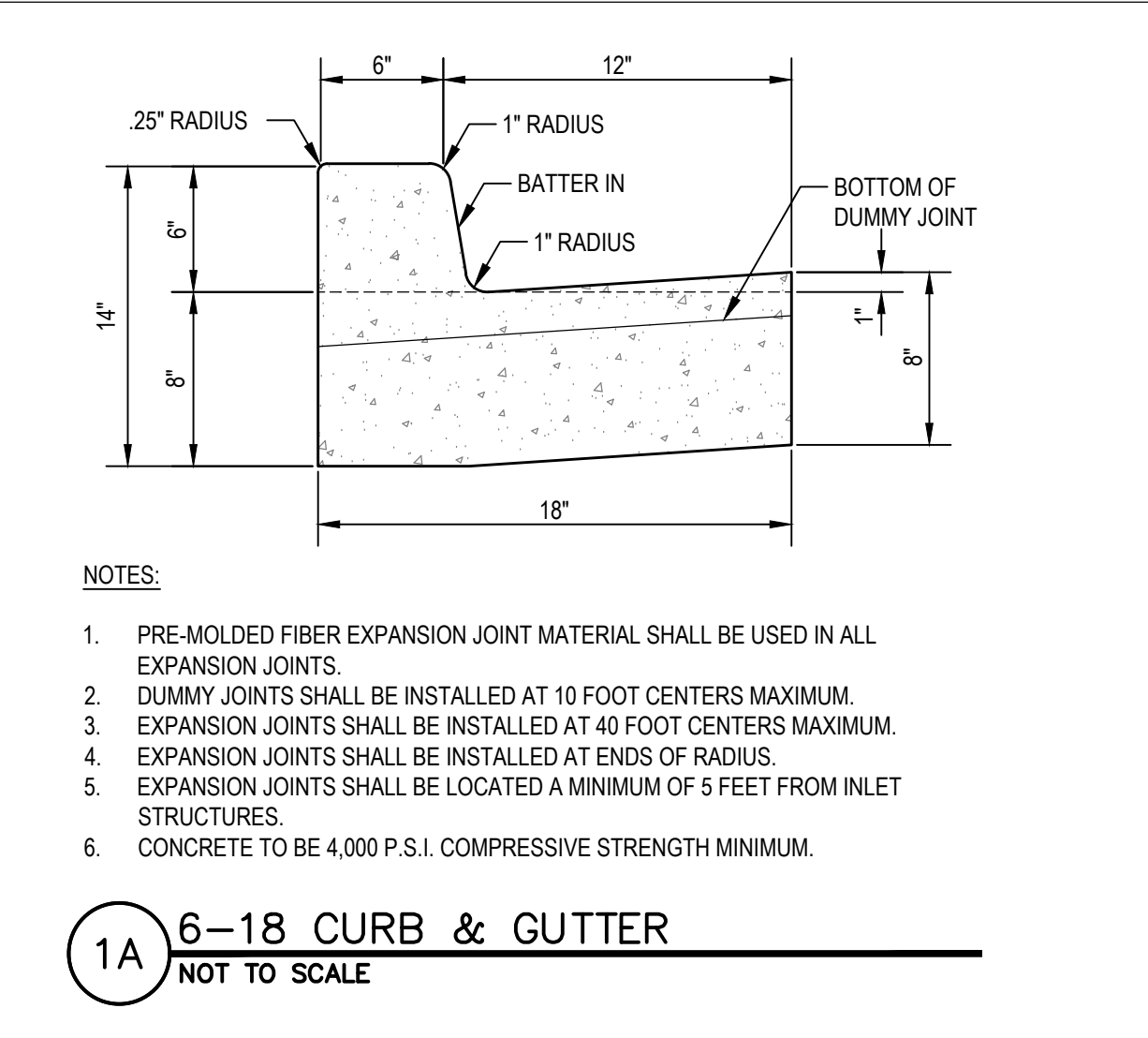
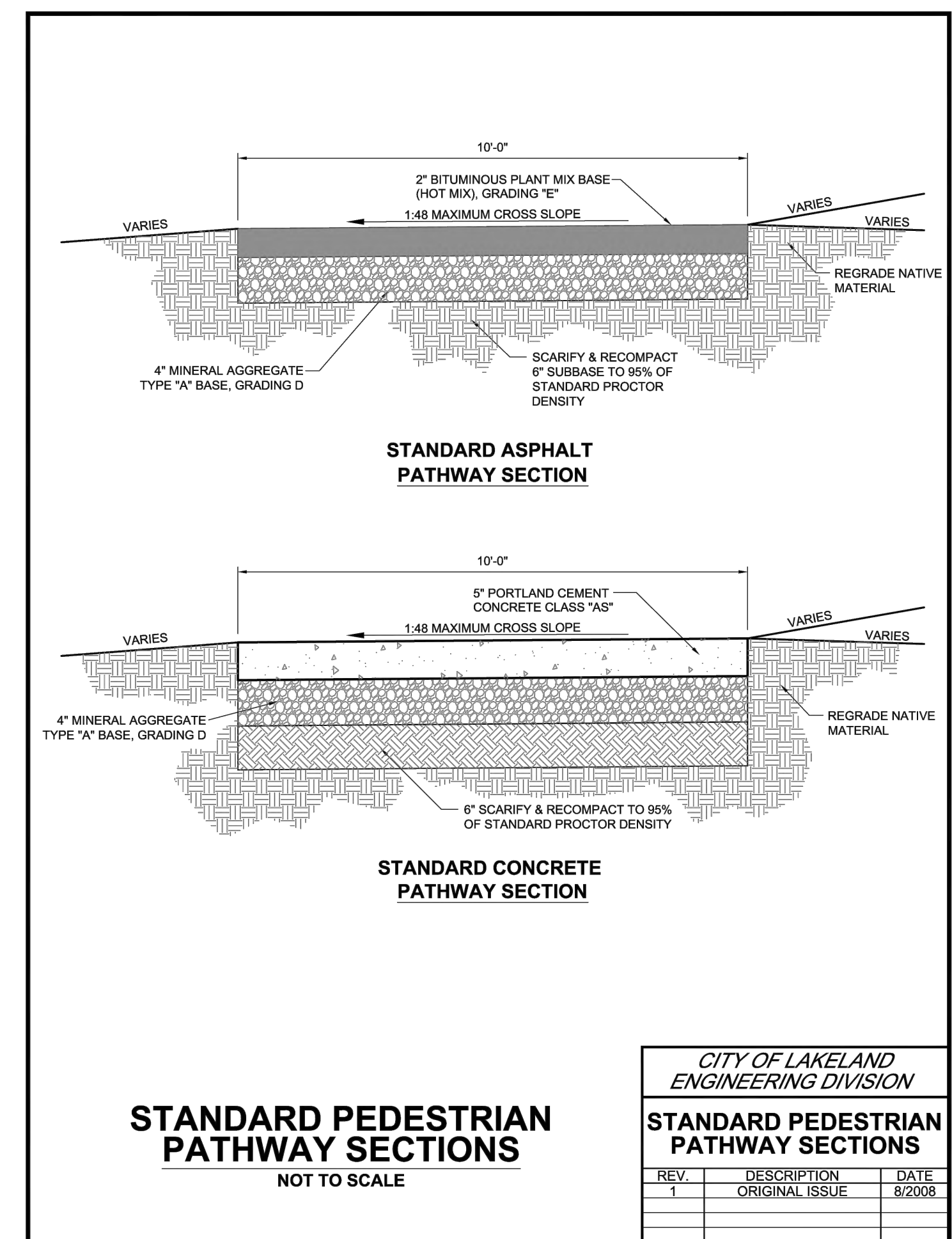
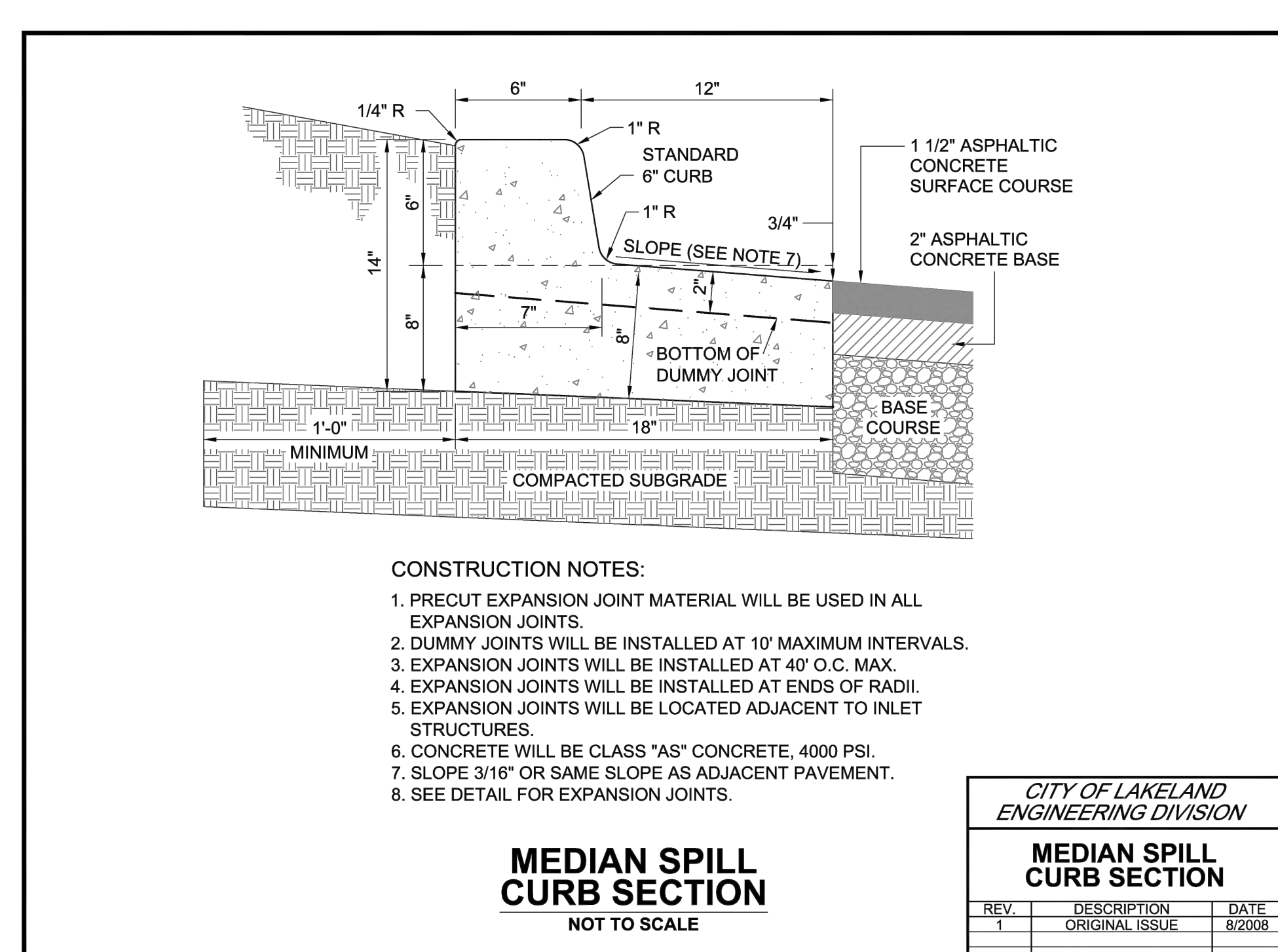
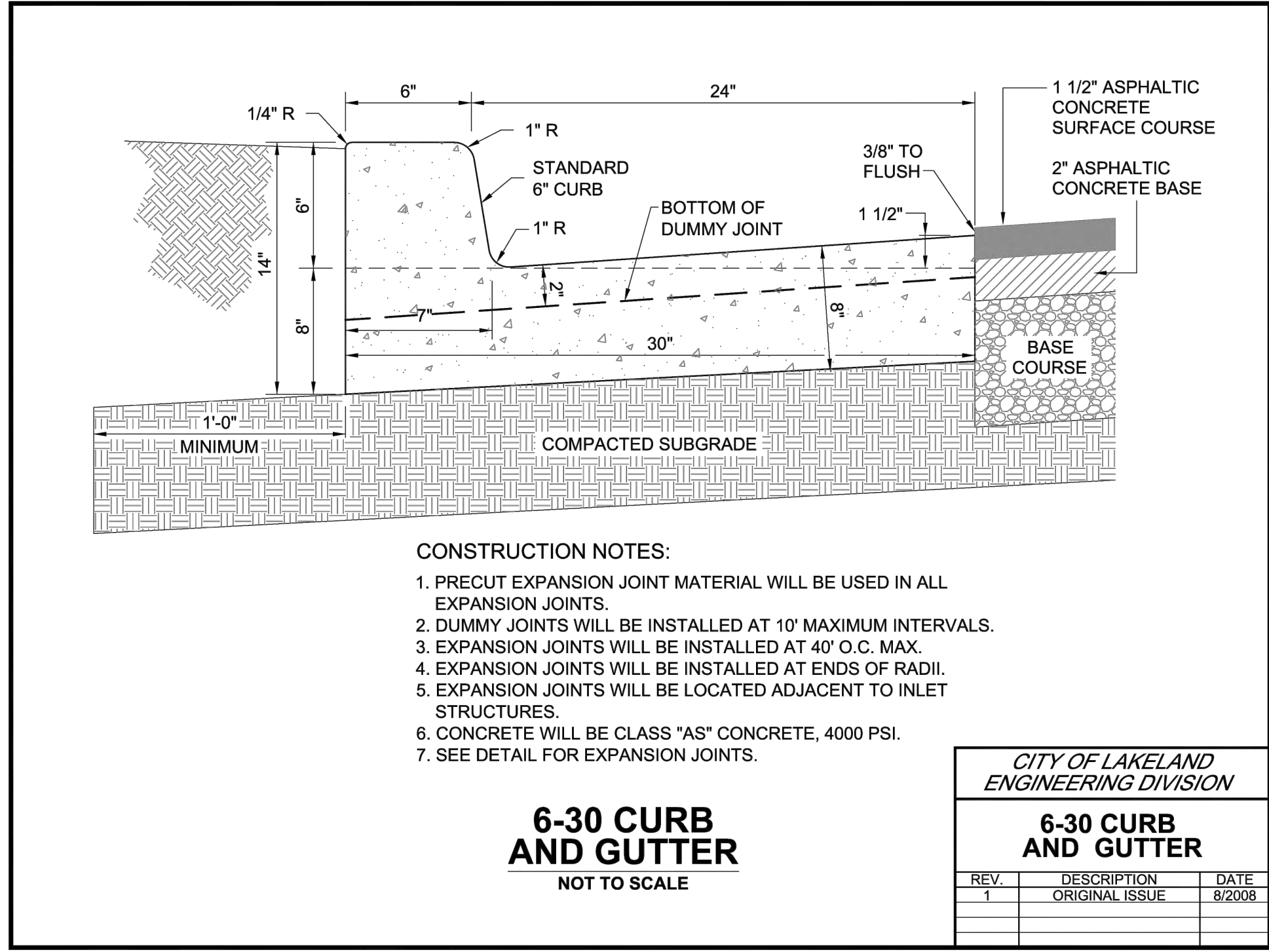
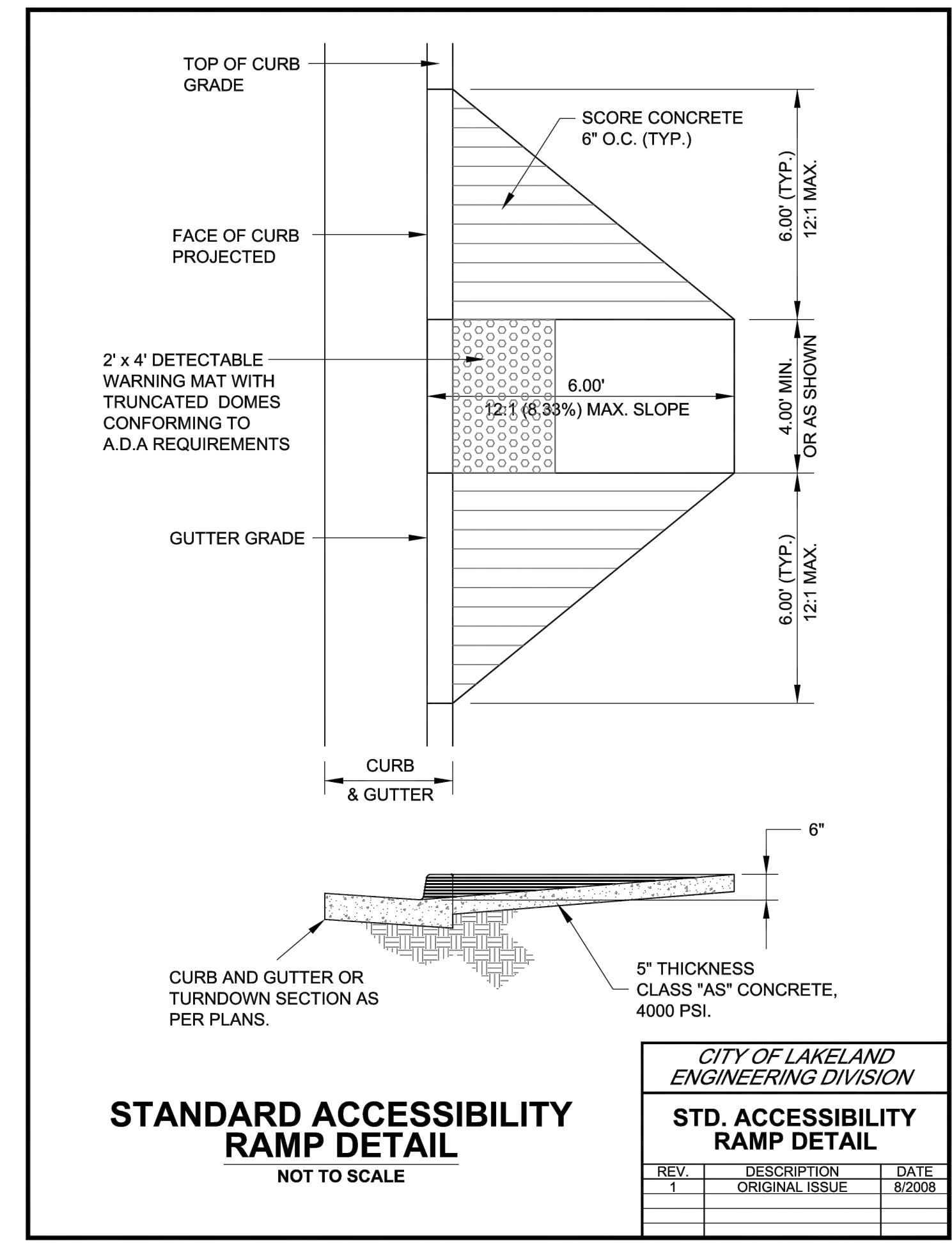
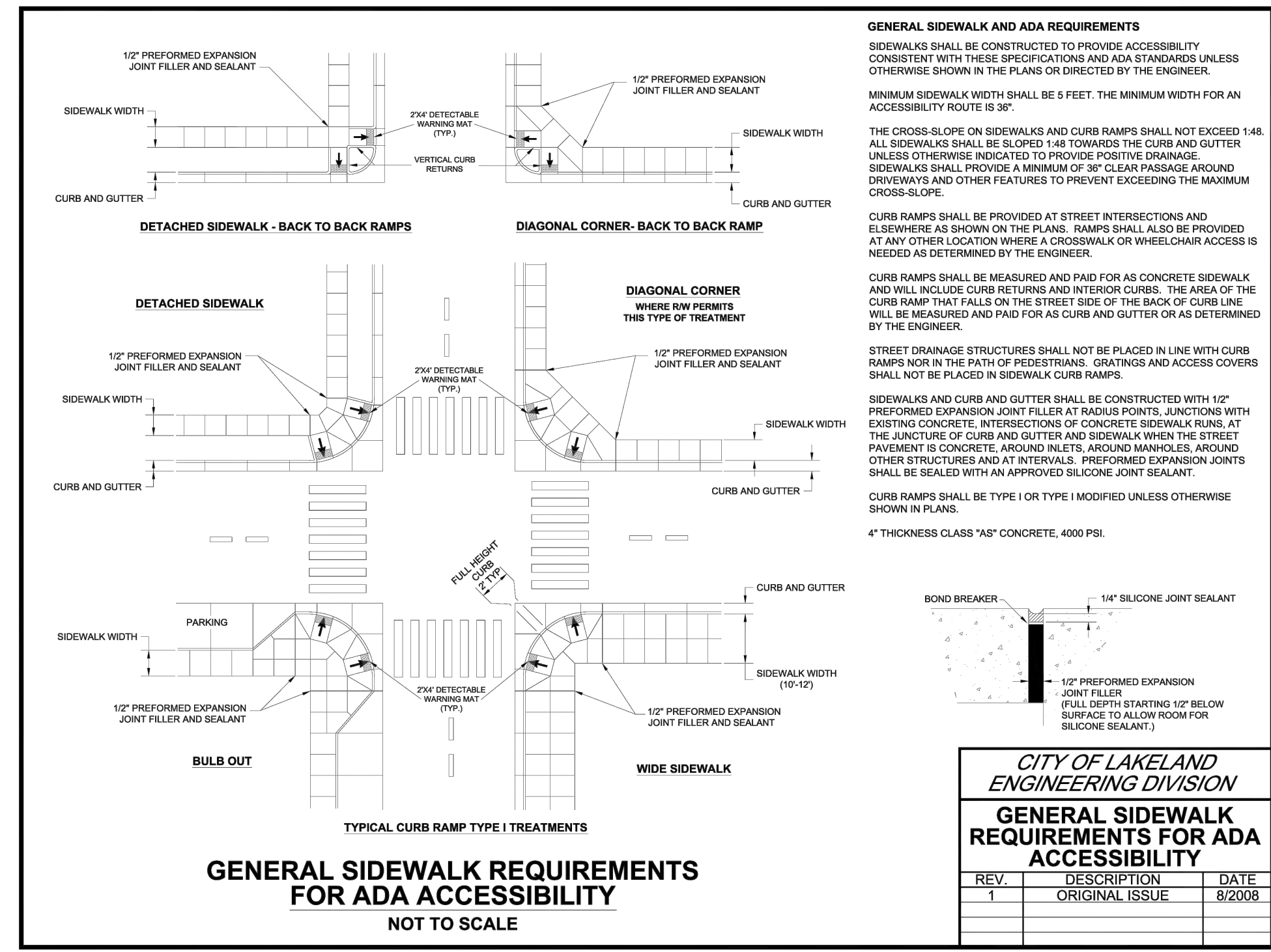
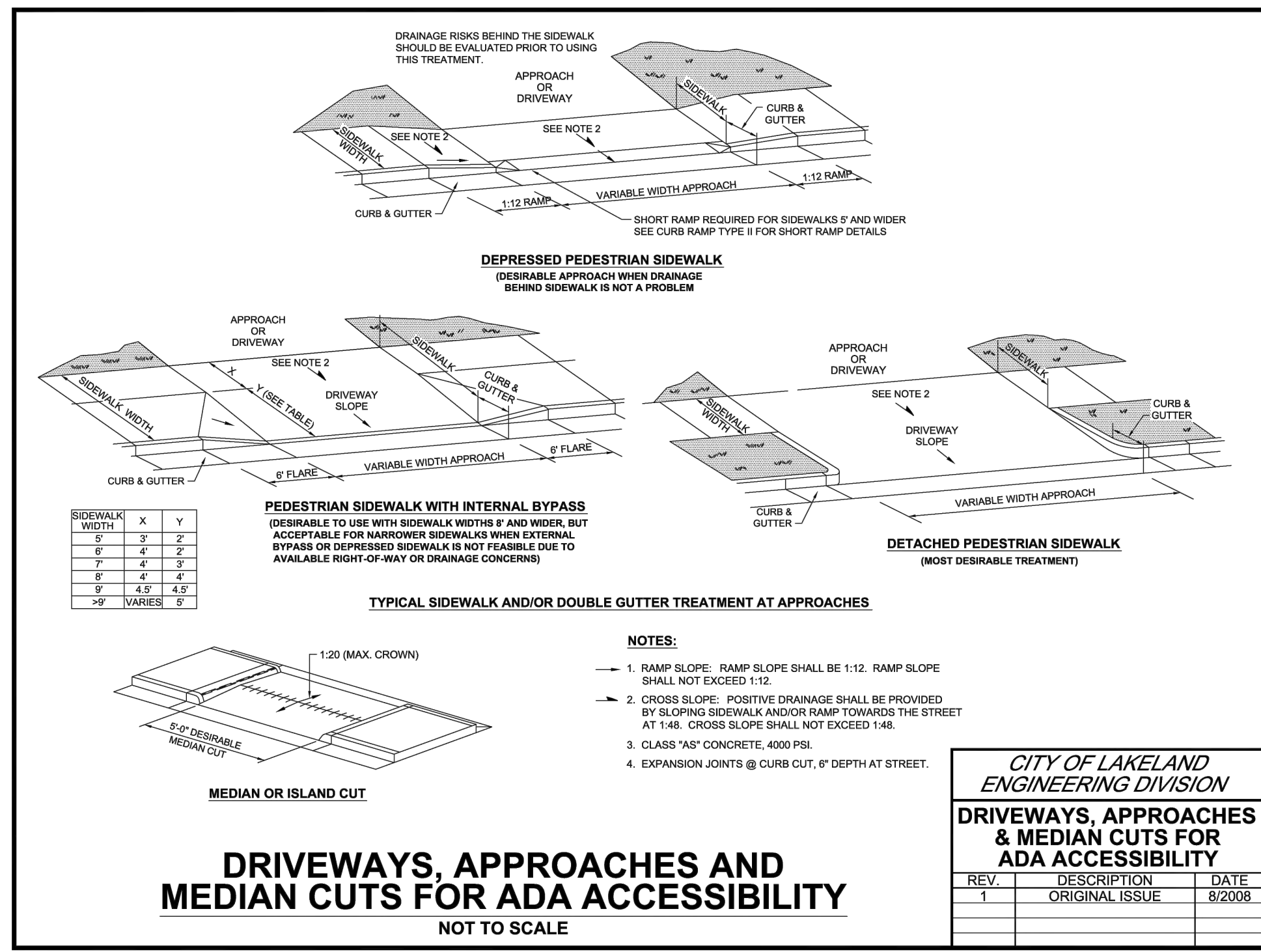


SEAL:

SHEET NUMBER:

C-132

DESCRIPTION:
FINAL STABILIZATION
PLAN



REVISIONS:

PROJECT #: 27456.01
DATE: MARCH 30, 2026
DRAWN BY: EH
DESIGNER: JS
CHECKED BY: JS

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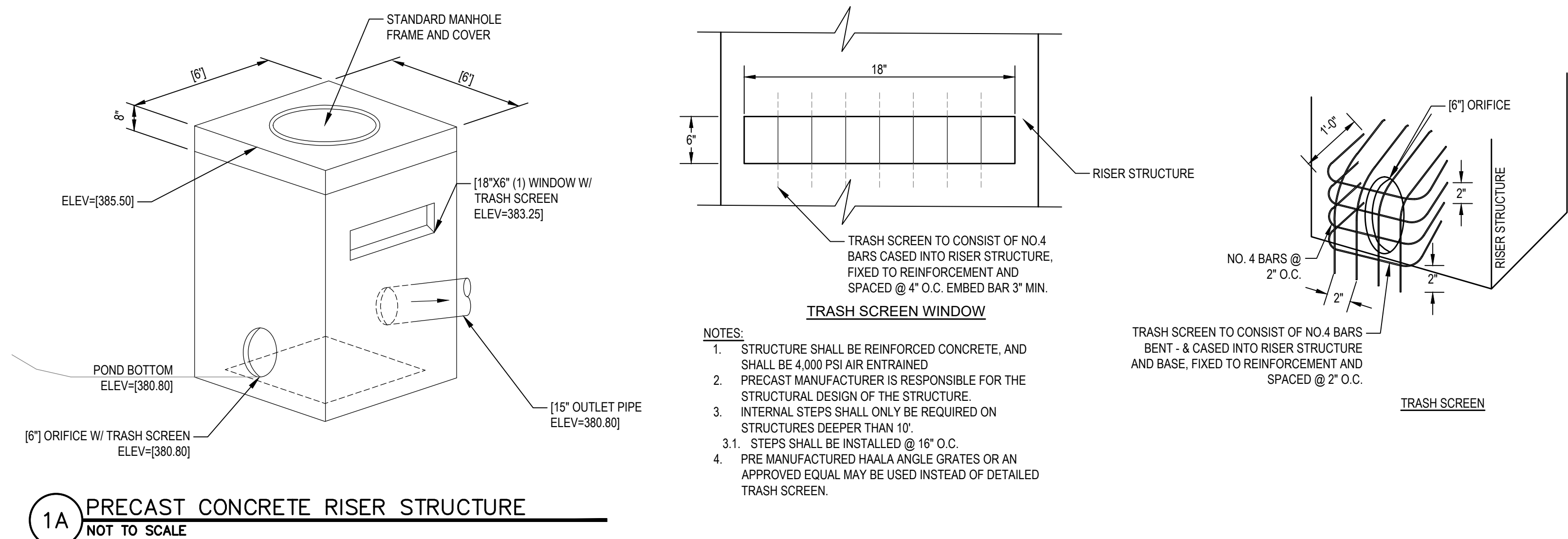
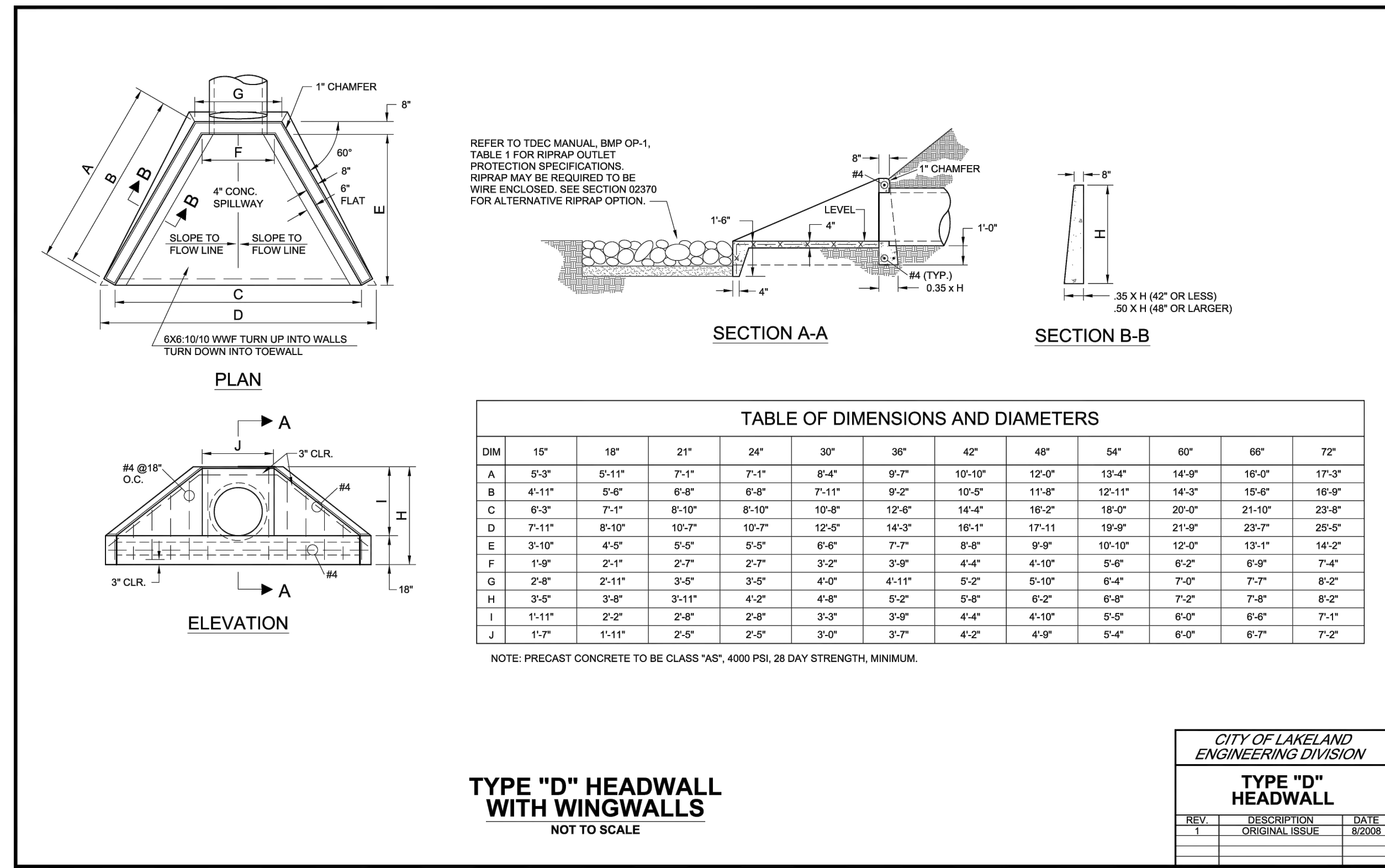
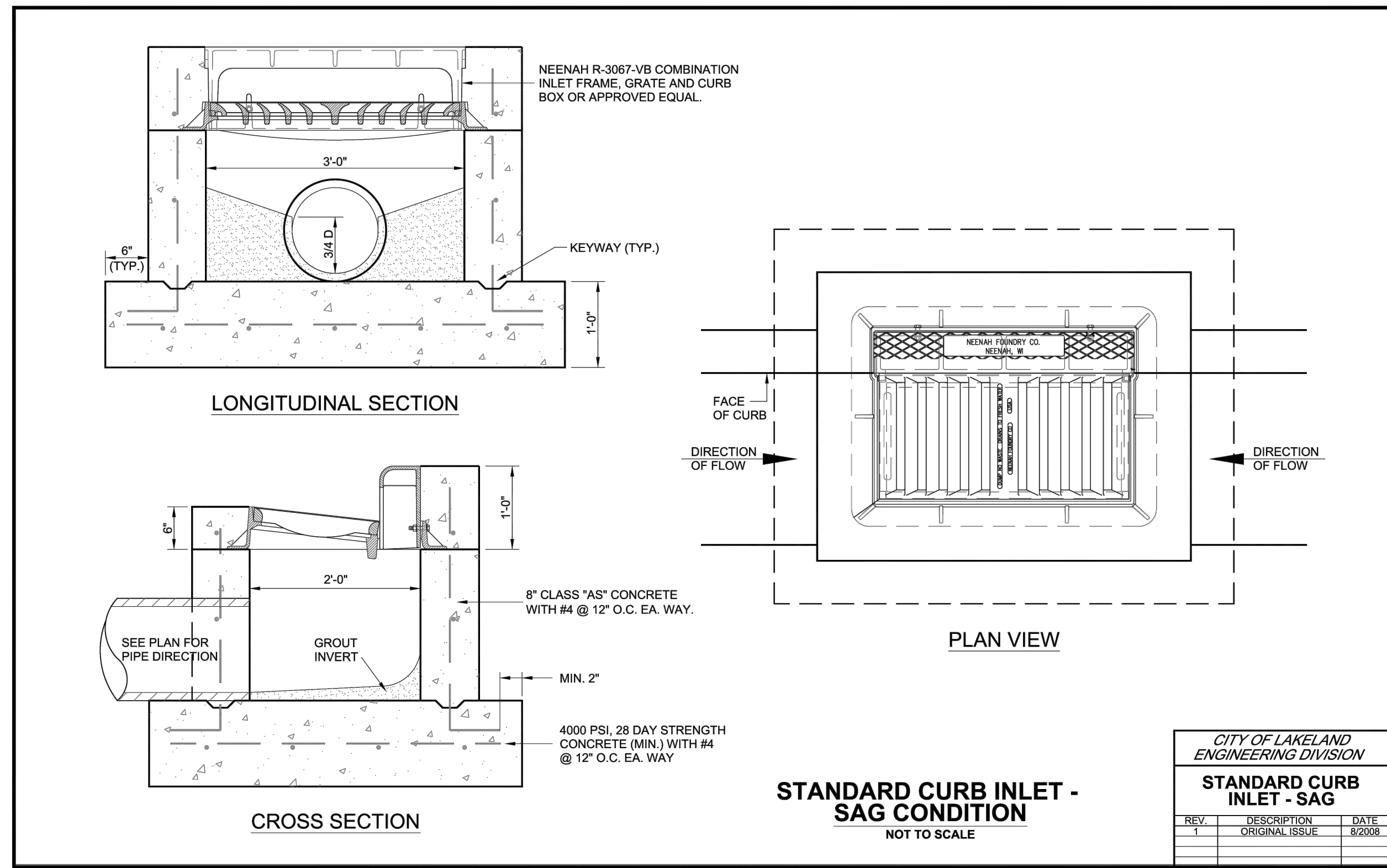
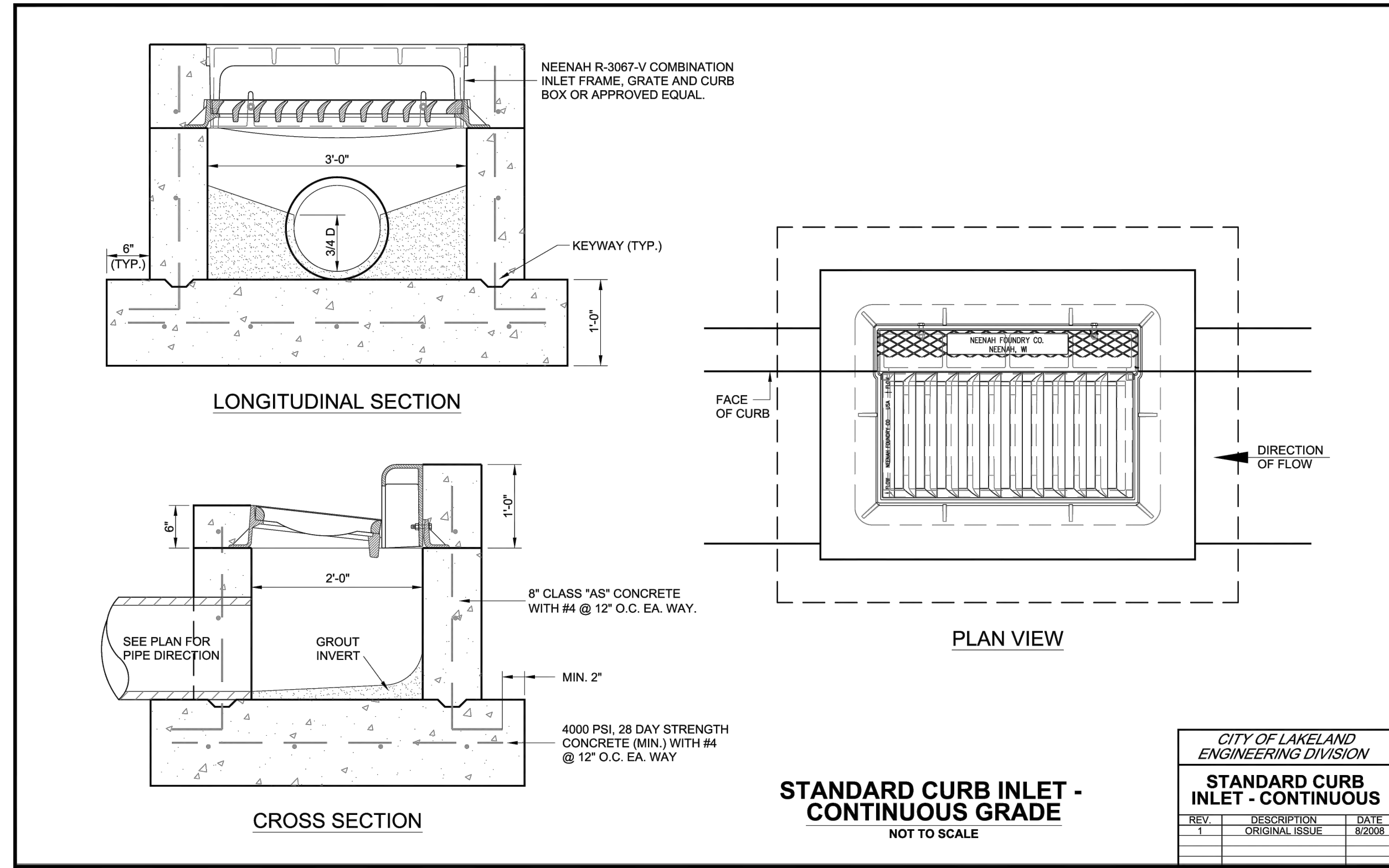
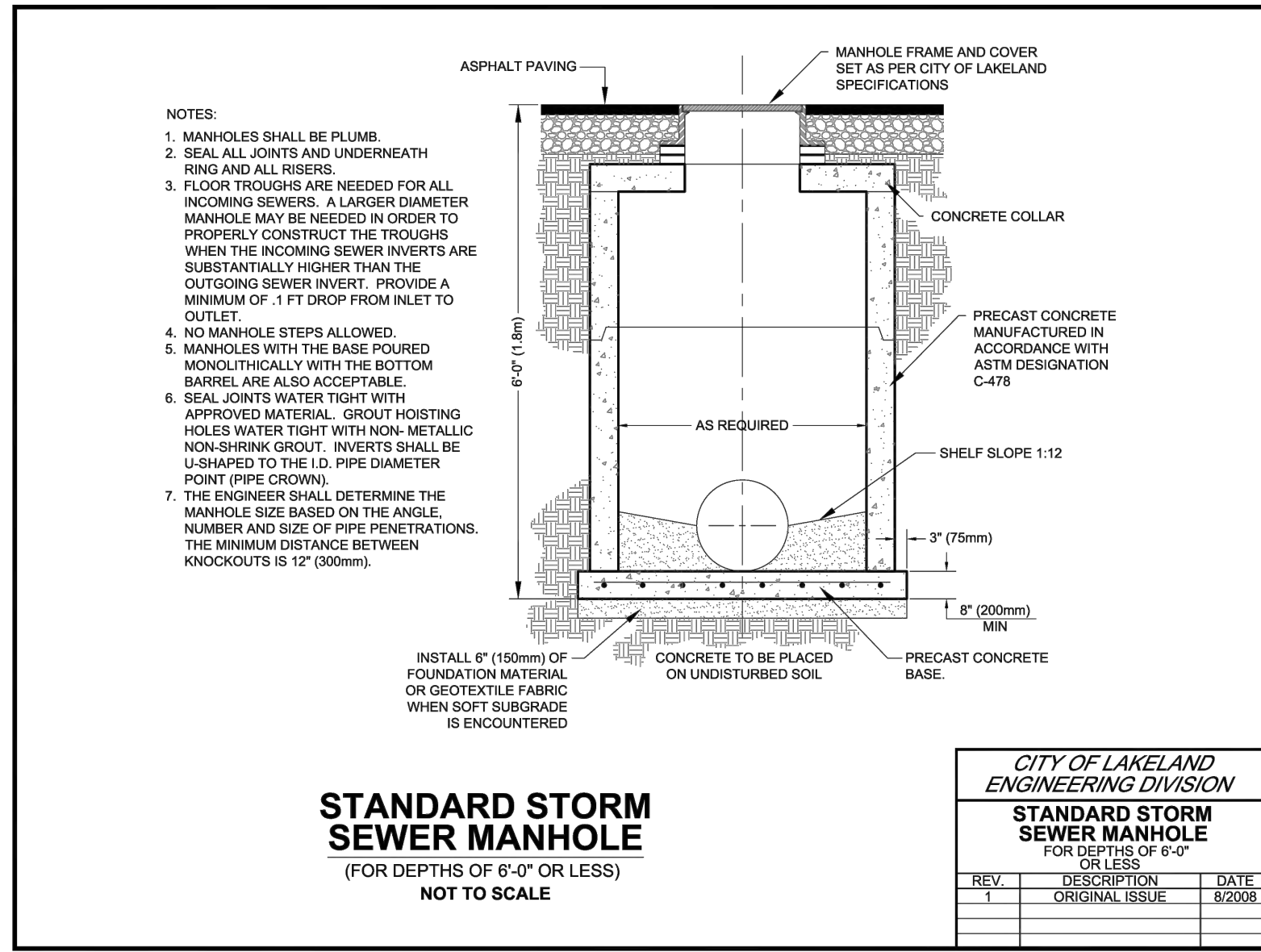
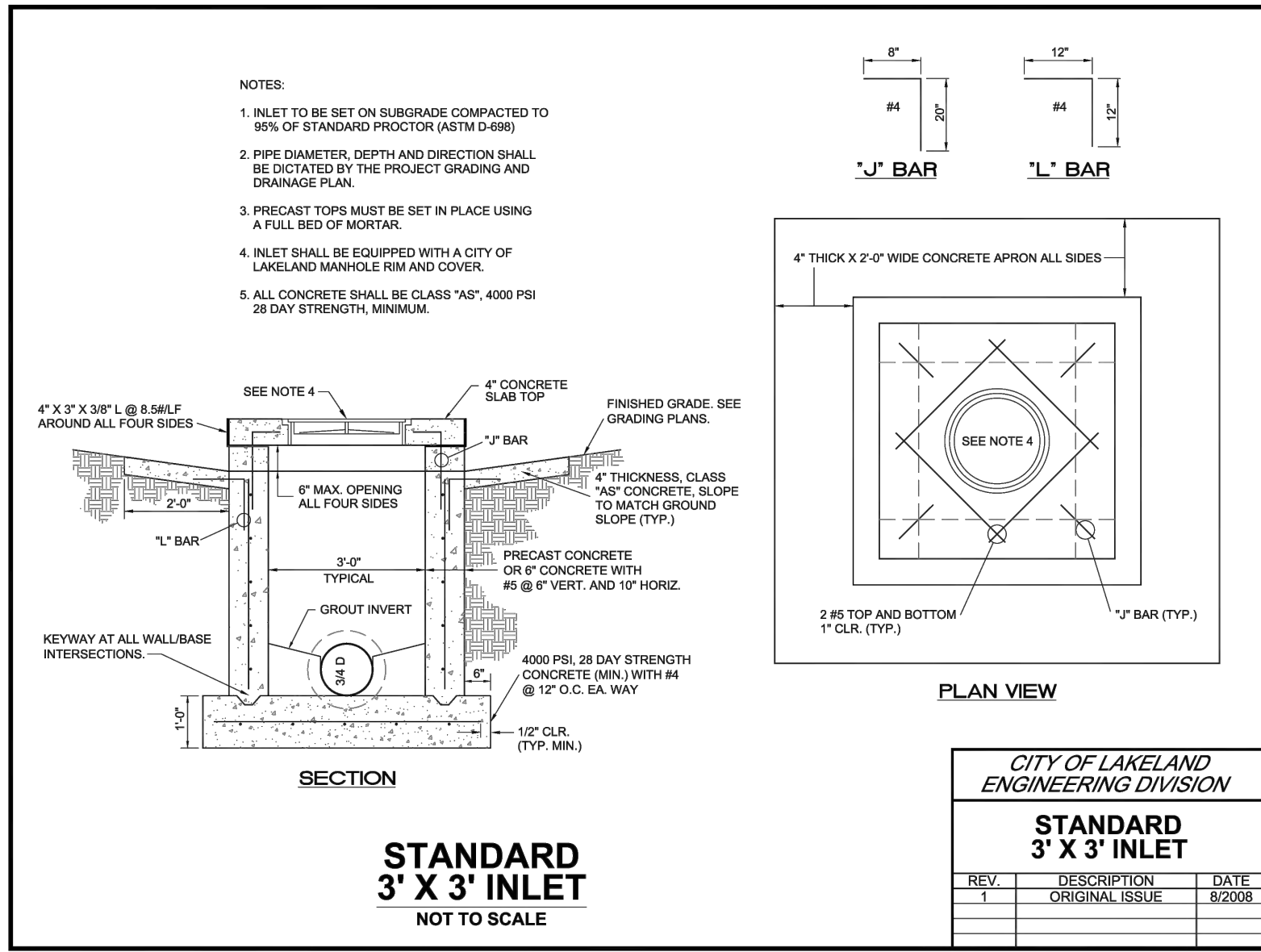
DUTCH BROS COFFEE
8872 HIGHWAY 64
LAKELAND, TN 38002

Dutch Bros

SEAL:

SHEET NUMBER: **C-510**

DESCRIPTION: CONSTRUCTION DETAILS



REVISIONS:

PROJECT #: 27456.01
 DATE: MARCH 30, 2026
 DRAWN BY: EH
 DESIGNER: JS
 CHECKED BY: JS

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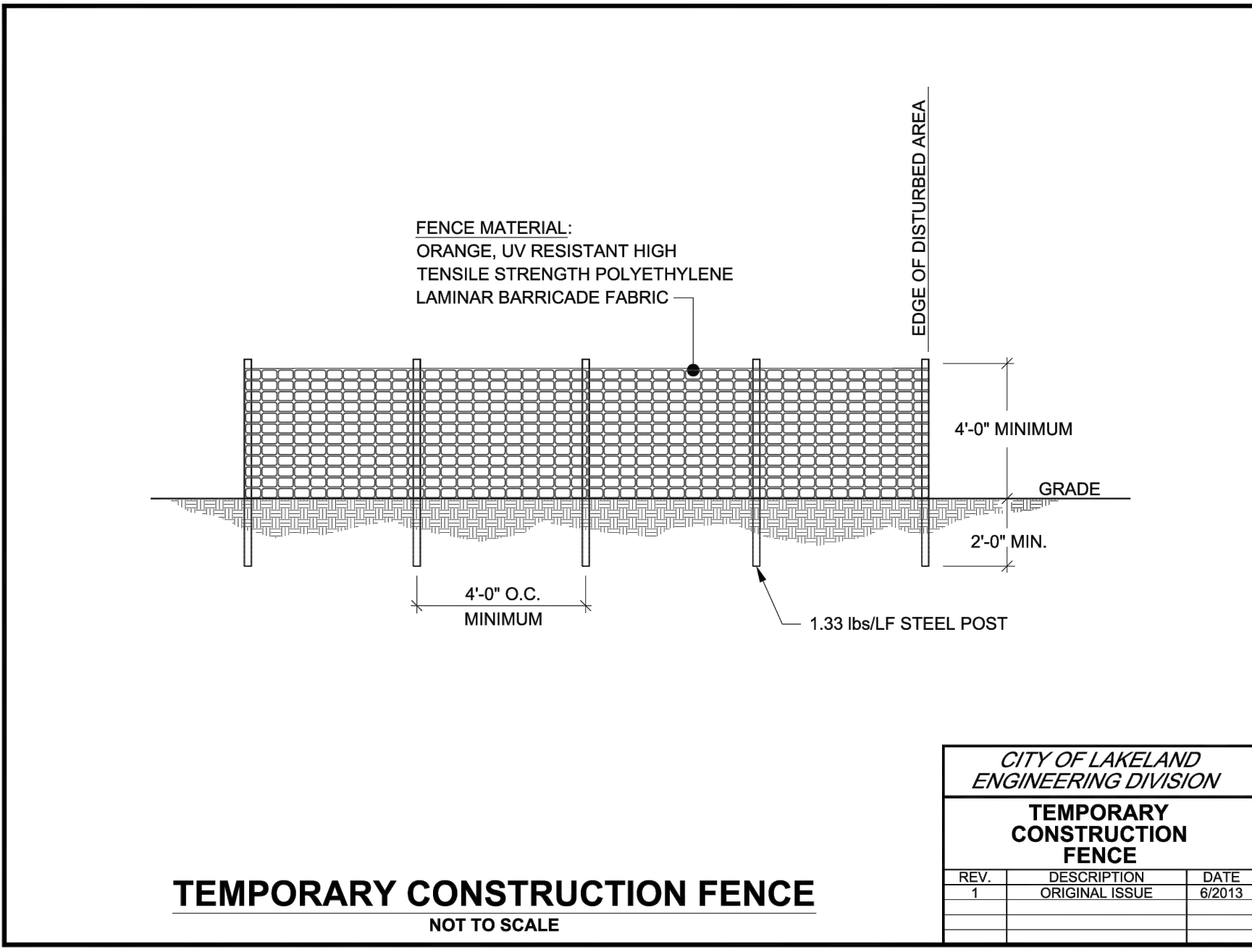
DUTCH BROS COFFEE
 8872 HIGHWAY 64
 LAKELAND, TN 38002

Dutch Bros

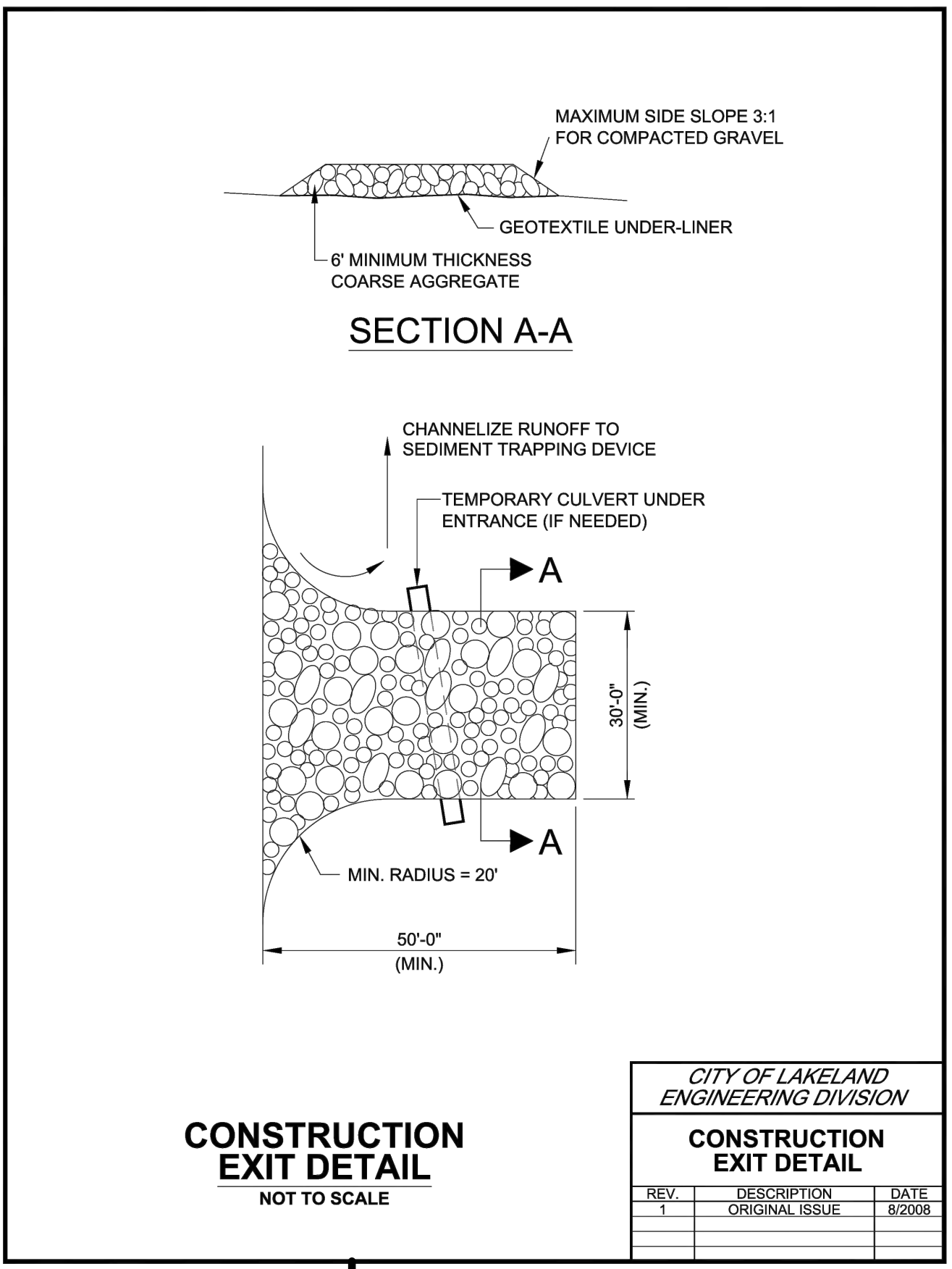
SEAL:

SHEET NUMBER:
C-520

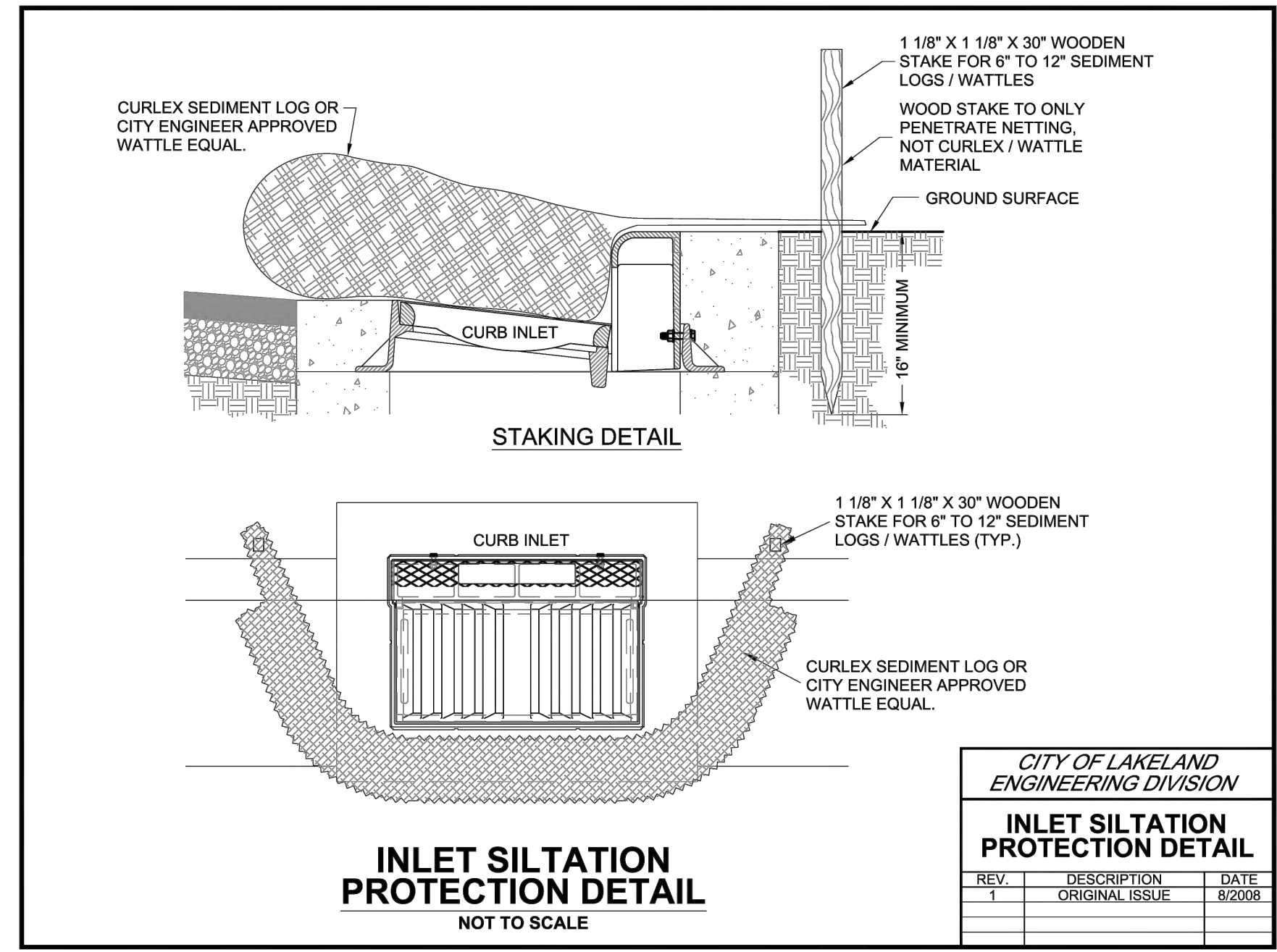
DESCRIPTION:
 DRAINAGE DETAILS



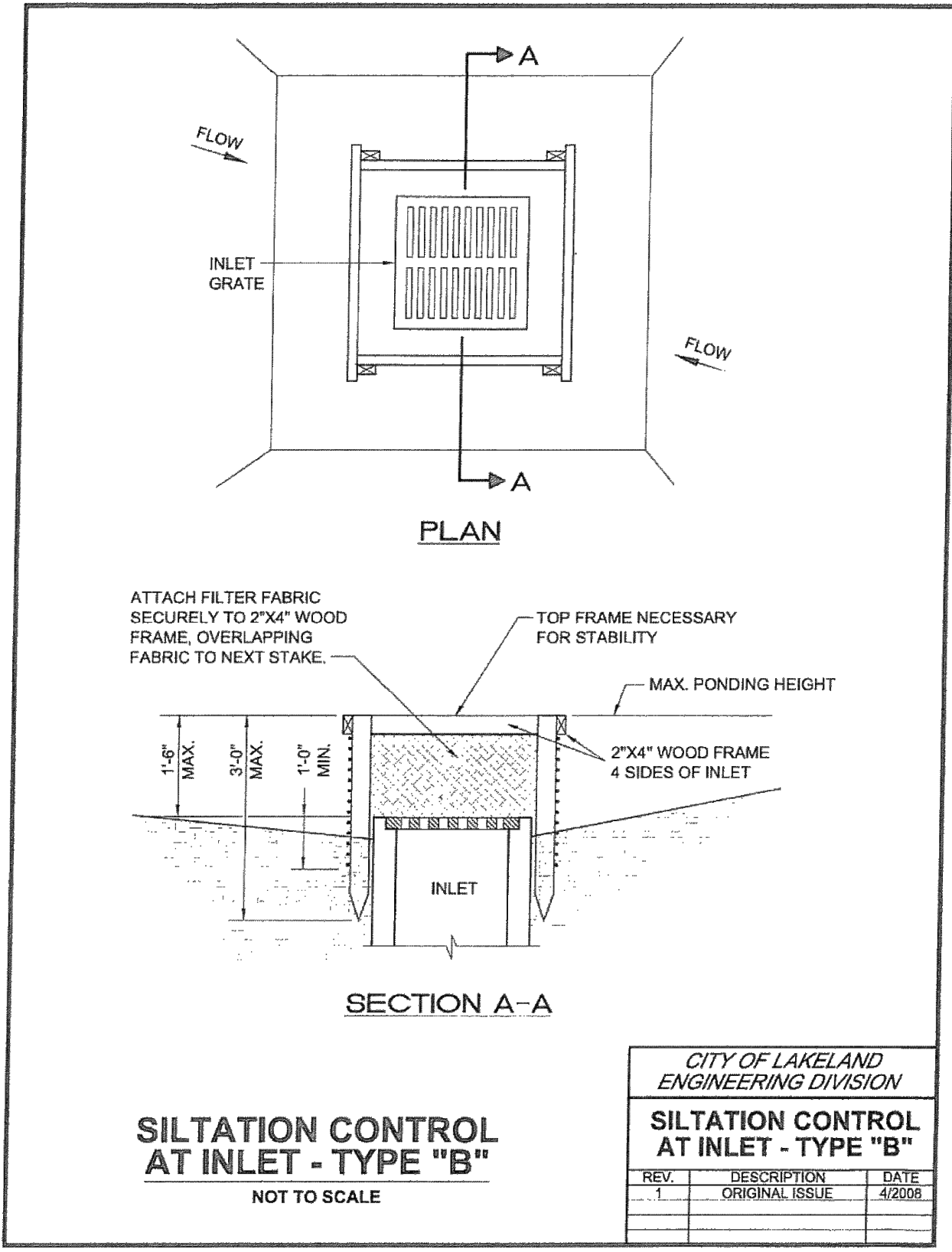
TEMPORARY CONSTRUCTION FENCE
NOT TO SCALE



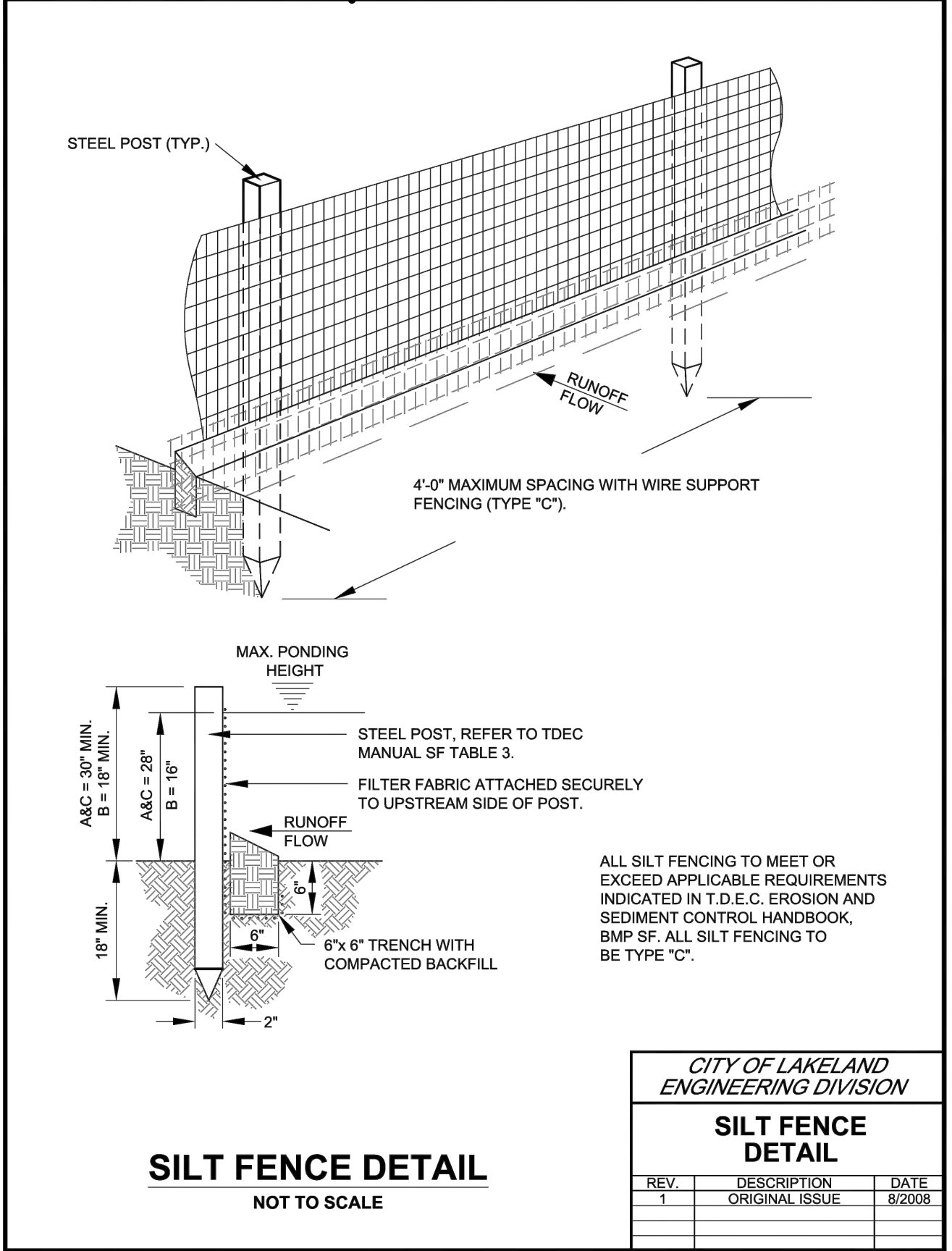
CONSTRUCTION EXIT DETAIL
NOT TO SCALE



INLET SILTATION PROTECTION DETAIL
NOT TO SCALE



SILTATION CONTROL AT INLET - TYPE "B"
NOT TO SCALE



SILT FENCE DETAIL
NOT TO SCALE

REVISIONS:	

PROJECT #:	27456.01
DATE:	MARCH 30, 2026
DRAWN BY:	EH
DESIGNER:	JS
CHECKED BY:	JS

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DUTCH BROS COFFEE

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LAKELAND, TN 38002

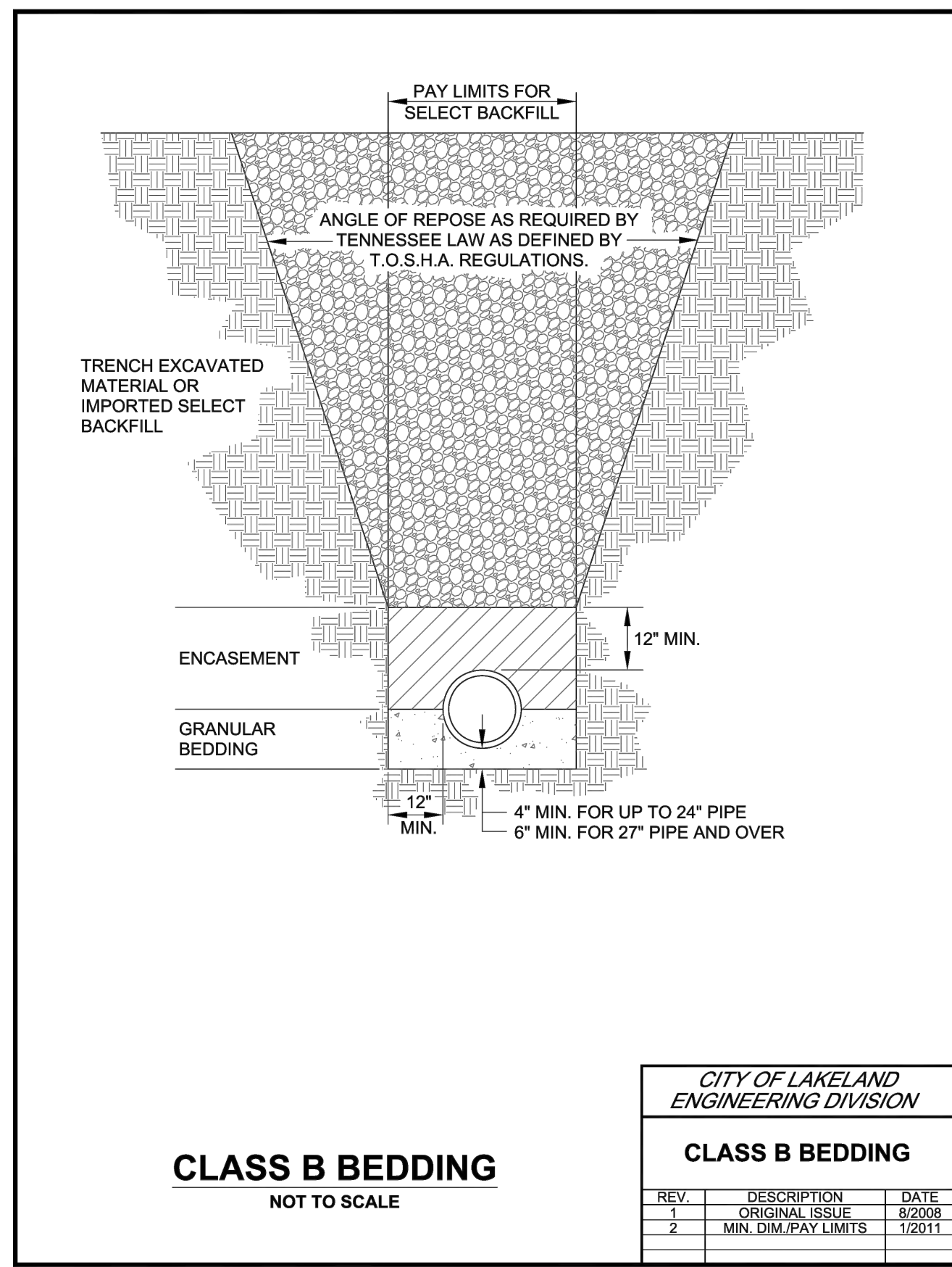


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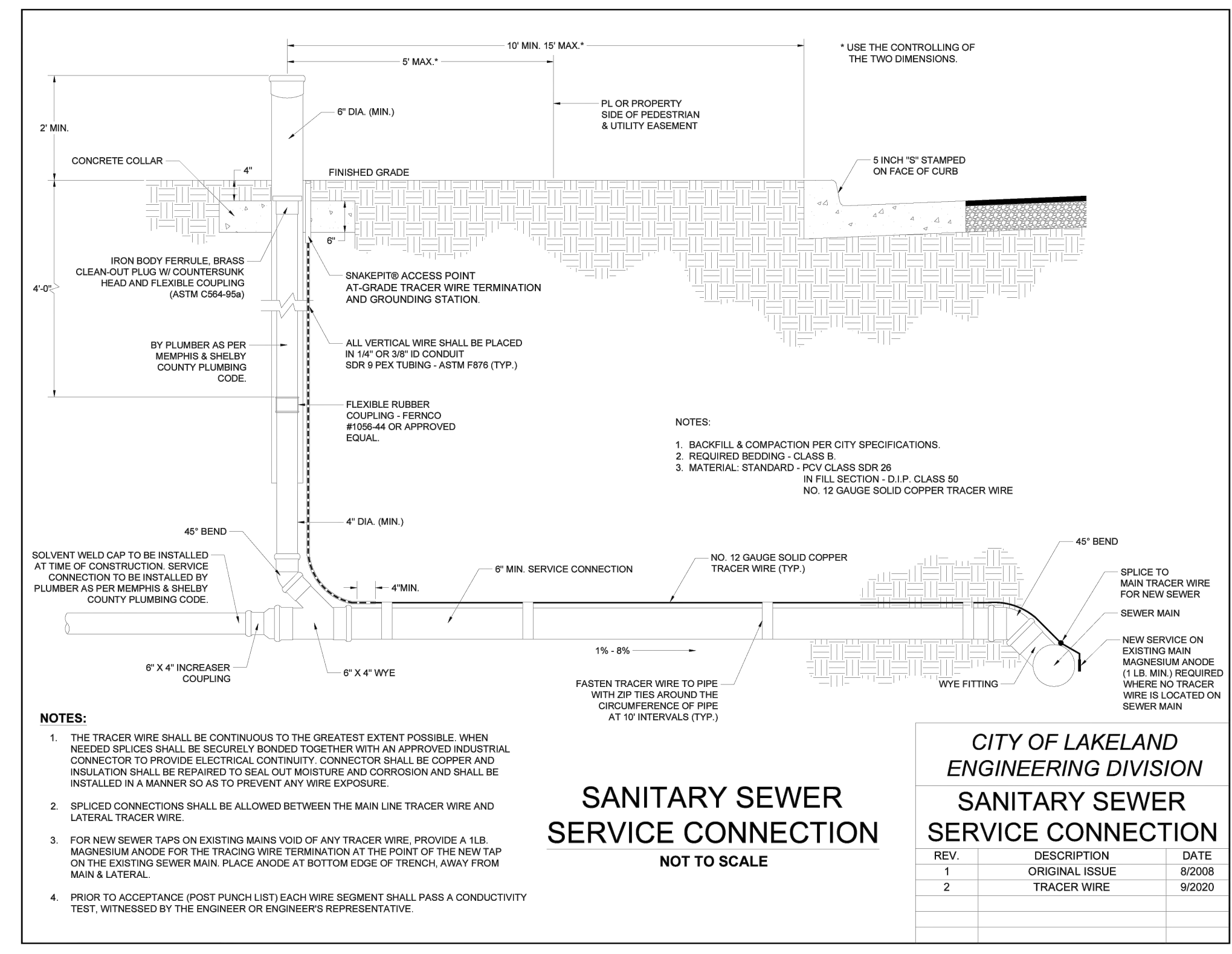
C-530

DESCRIPTION:
EROSION CONTROL DETAILS



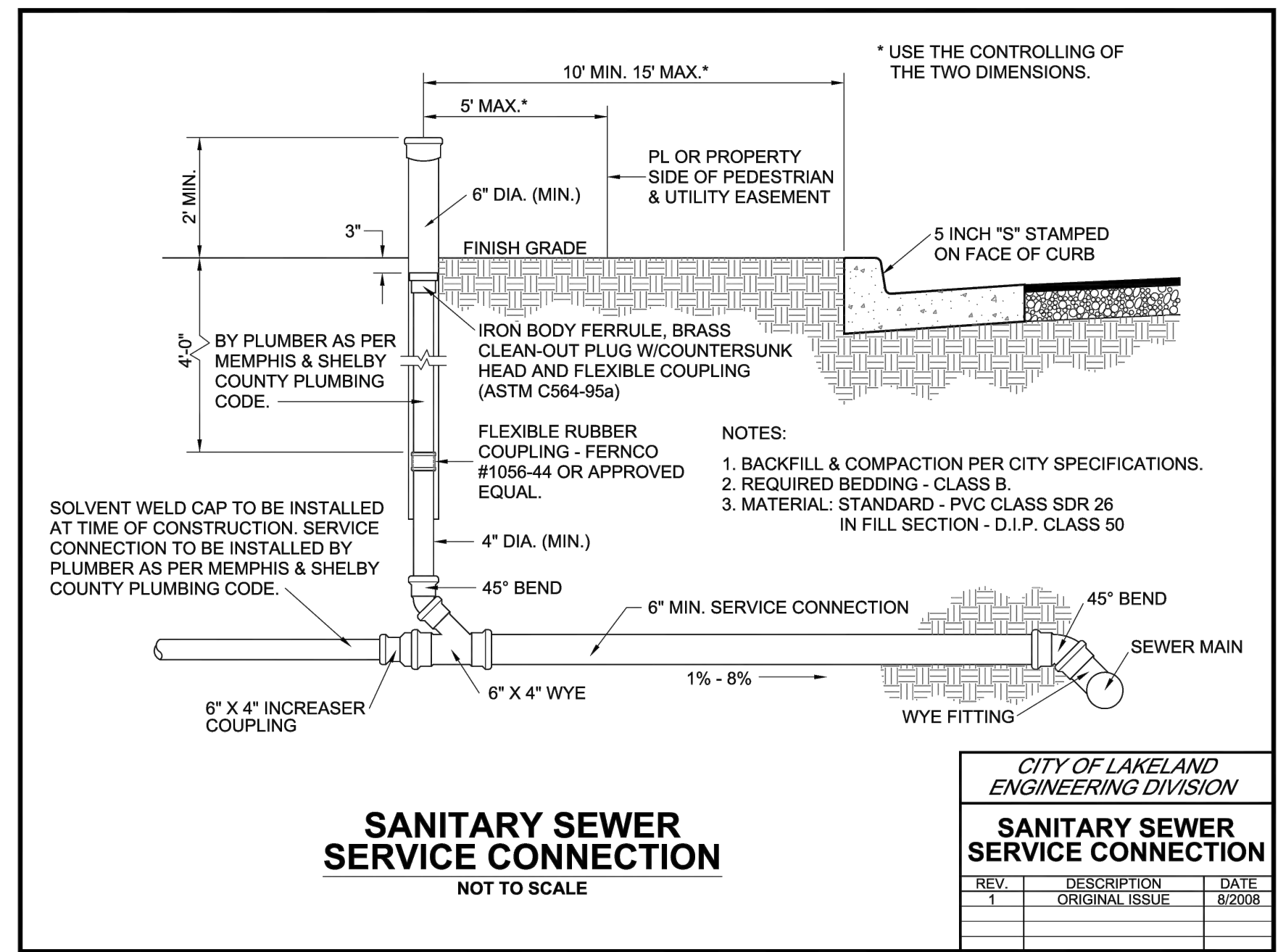
CLASS B BEDDING
NOT TO SCALE

CITY OF LAKELAND ENGINEERING DIVISION		
CLASS B BEDDING		
REV.	DESCRIPTION	DATE
1	ORIGINAL ISSUE	8/2008
2	MIN. DIM./PAY LIMITS	1/2011



SANITARY SEWER SERVICE CONNECTION
NOT TO SCALE

CITY OF LAKELAND ENGINEERING DIVISION		
SANITARY SEWER SERVICE CONNECTION		
REV.	DESCRIPTION	DATE
1	ORIGINAL ISSUE	8/2008
2	TRACER WIRE	9/2020



SANITARY SEWER SERVICE CONNECTION
NOT TO SCALE

CITY OF LAKELAND ENGINEERING DIVISION		
SANITARY SEWER SERVICE CONNECTION		
REV.	DESCRIPTION	DATE
1	ORIGINAL ISSUE	8/2008

REVISIONS:	

PROJECT #:	27456.01
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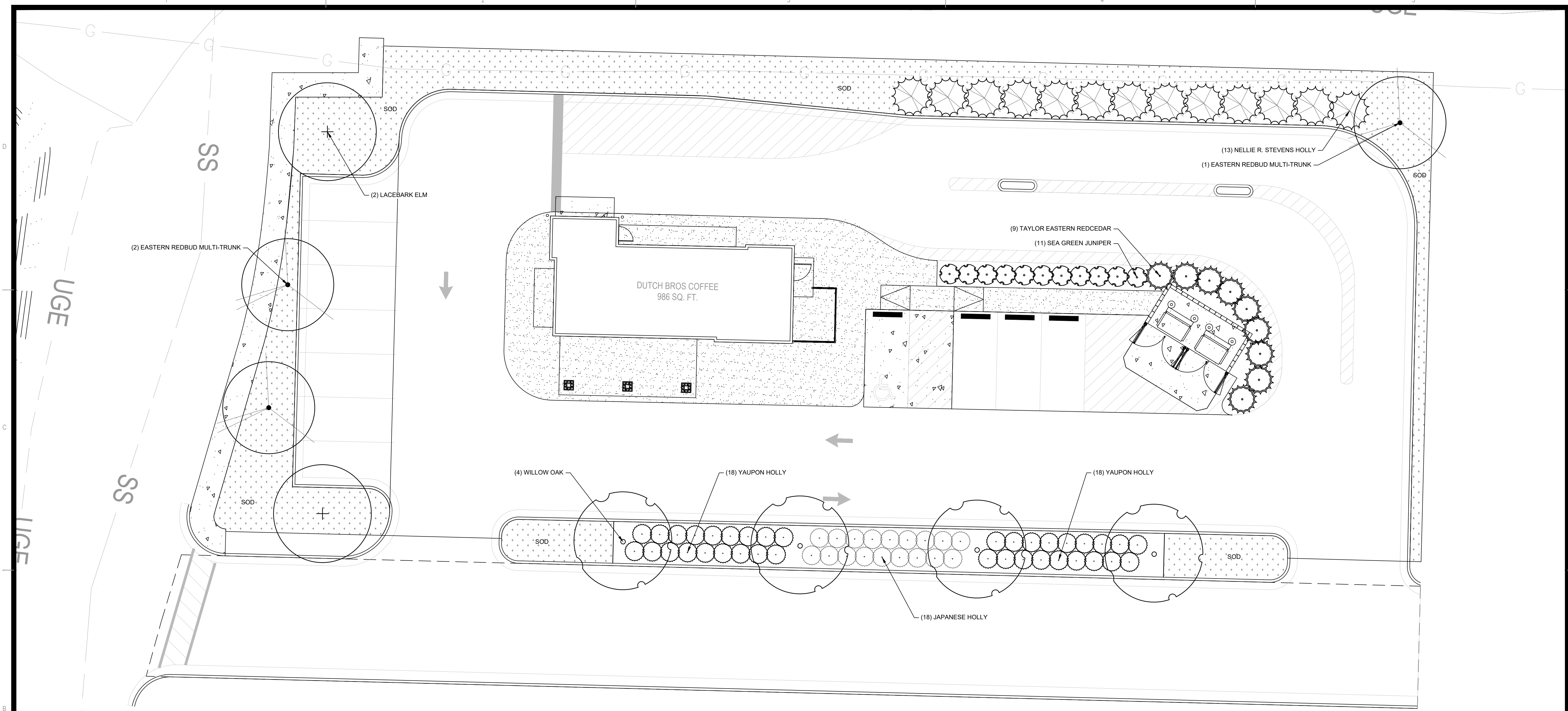
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8872 HIGHWAY 64
LAKELAND, TN 38002



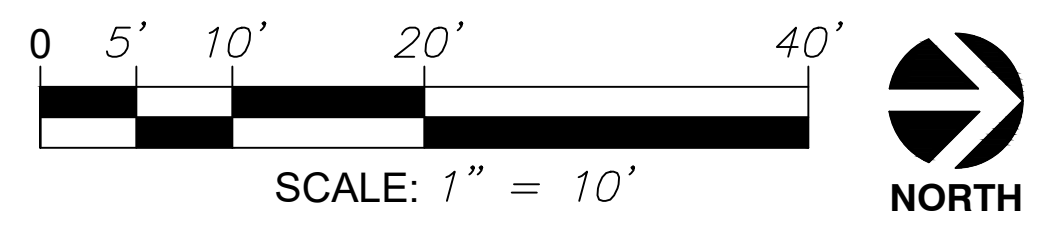
SEAL:	
SHEET NUMBER:	

C-540

DESCRIPTION:
UTILITY DETAILS



1 LANDSCAPE PLAN
SCALE: 1"=10'



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	UNIT	COMMENTS
CANOPY TREES							
	4	Quercus phellos	Willow Oak	3" Cal.	B&B	EA	Well branched, full head
	2	Ulmus parvifolia	Lacebark Elm	3" Cal.	B&B	EA	Well branched, full head
EVERGREEN TREES							
	13	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	6' Ht.	Pot	EA	6' - 8' Ht. min.
	9	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	6' Ht.	Pot	EA	6' - 8' Ht. min.
ORNAMENTAL TREES							
	3	Cercis canadensis	Eastern Redbud Multi-trunk	1.5" Cal.	B&B	EA	Well branched, full head
SHRUBS AND GRASSES							
	18	Ilex crenata	Japanese Holly	24" Ht.	Pot	EA	Spreading form
	36	Ilex vomitoria	Yaupon Holly	24" Ht.	Pot	EA	Spreading form
	11	Juniperus chinensis 'Sea Green'	Sea Green Juniper	36" Ht.	Pot	EA	Spreading form
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	UNIT	COMMENTS	SPACING
GROUND COVERS							
	3,297 sf	Cynodon dactylon	Bermudagrass	sod	Fill Area	Fill Area	

REVISIONS:

PROJECT #:	27456.01
DATE:	MARCH 30, 2026
DRAWN BY:	DM
DESIGNER:	DM
CHECKED BY:	SH



**DUTCH BROS
COFFEE**
8872 HIGHWAY 64
LAKELAND, TN 38002

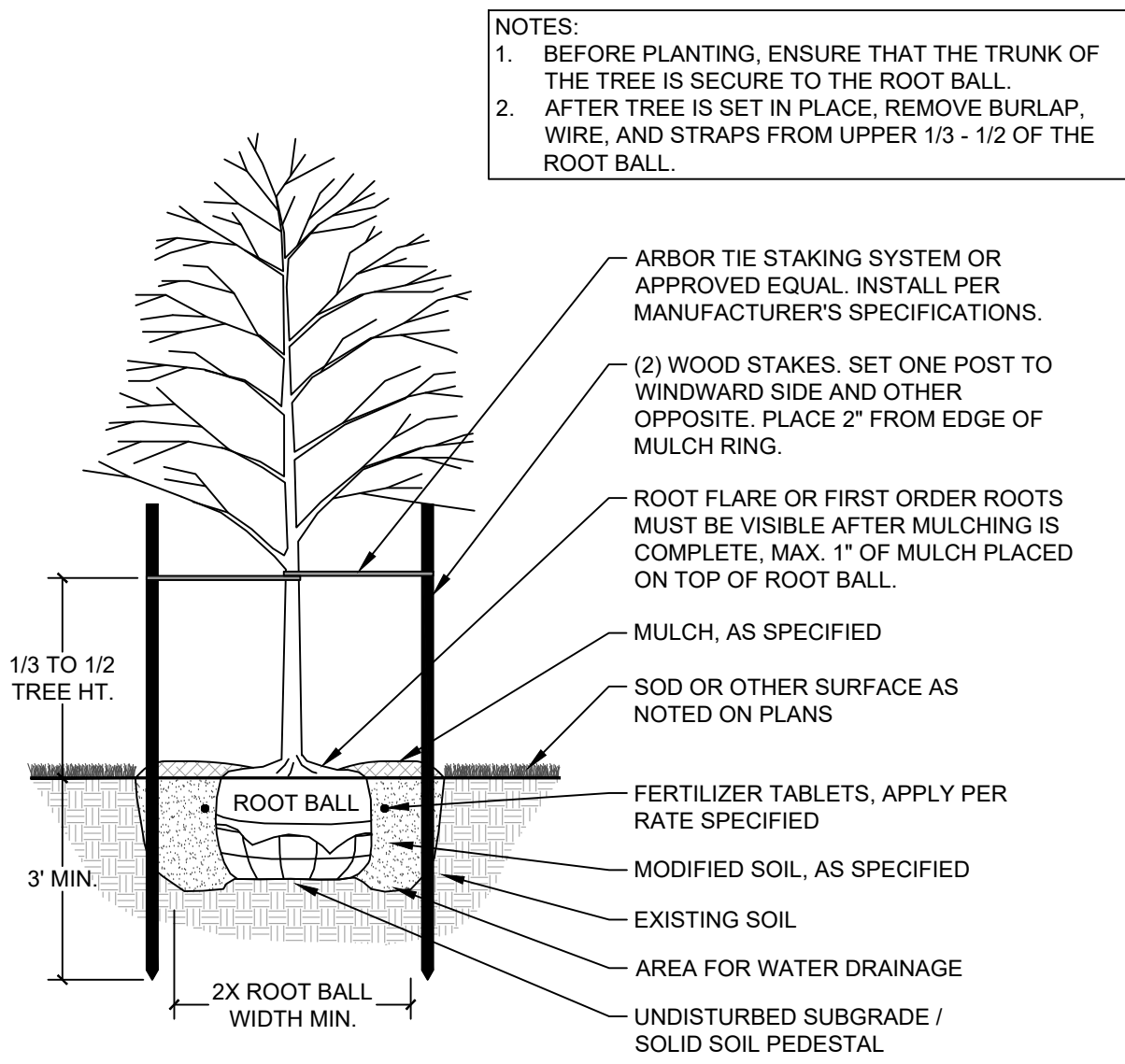


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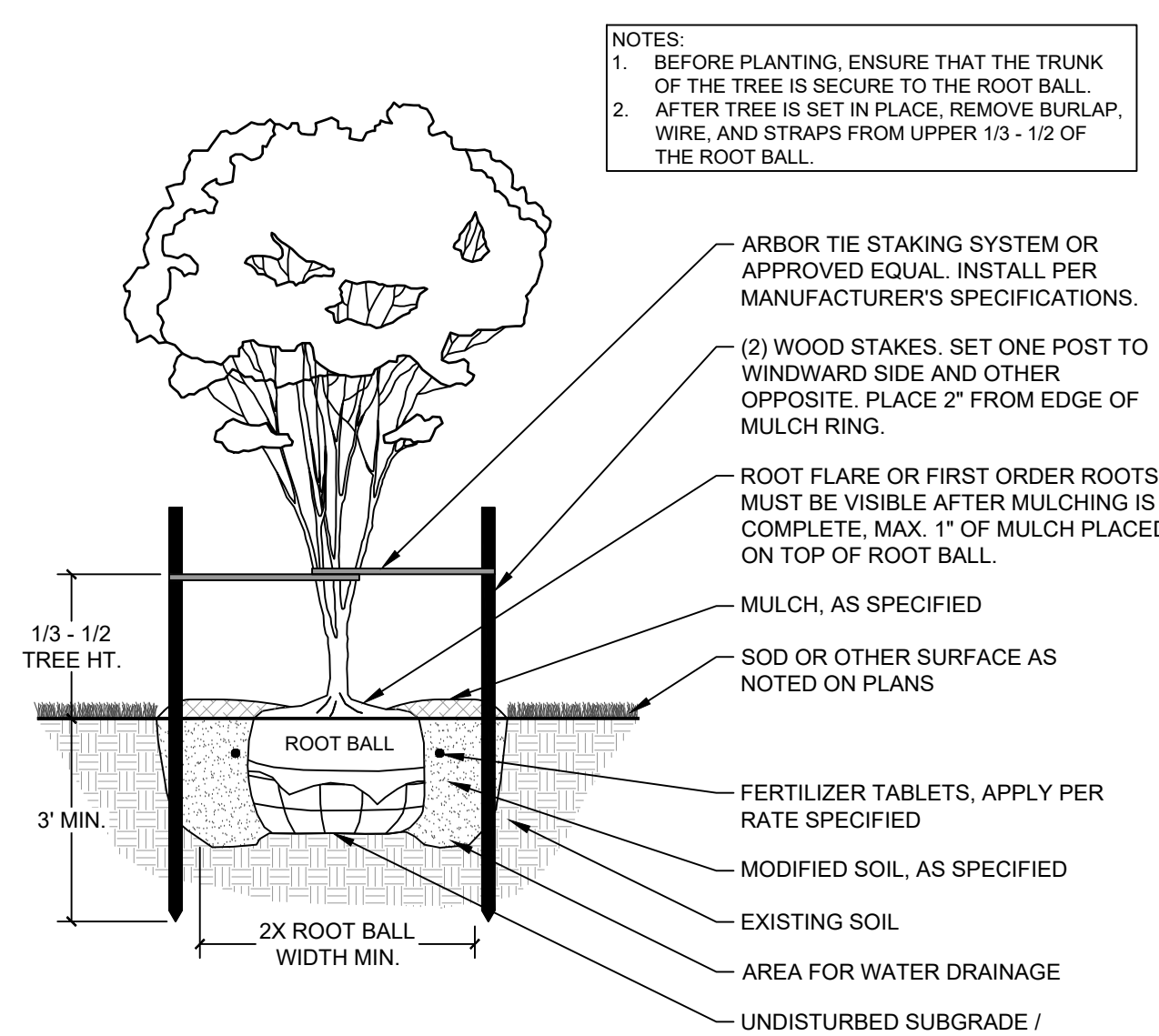
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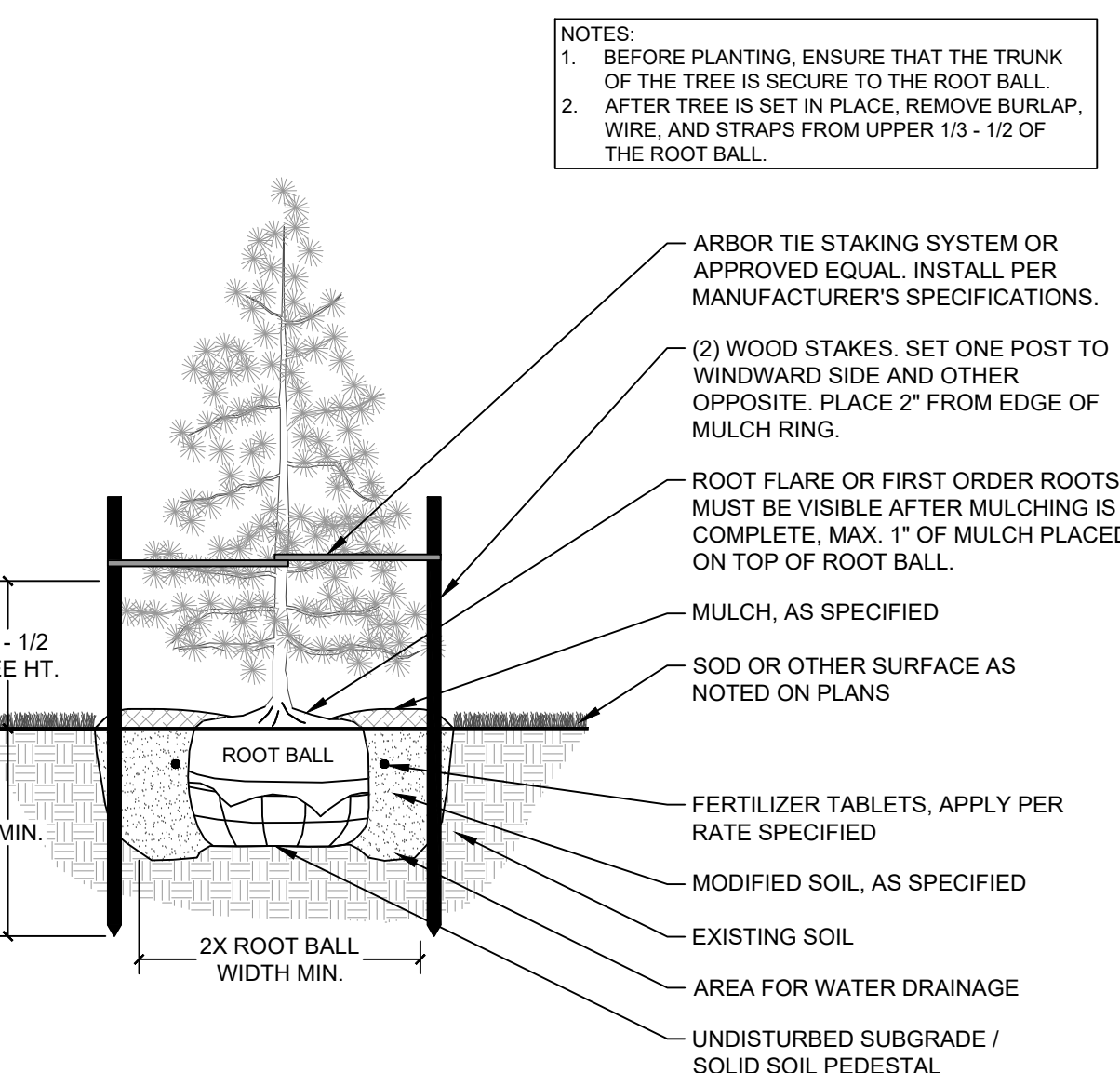
1 TREE PLANTING AND STAKING

NOT TO SCALE



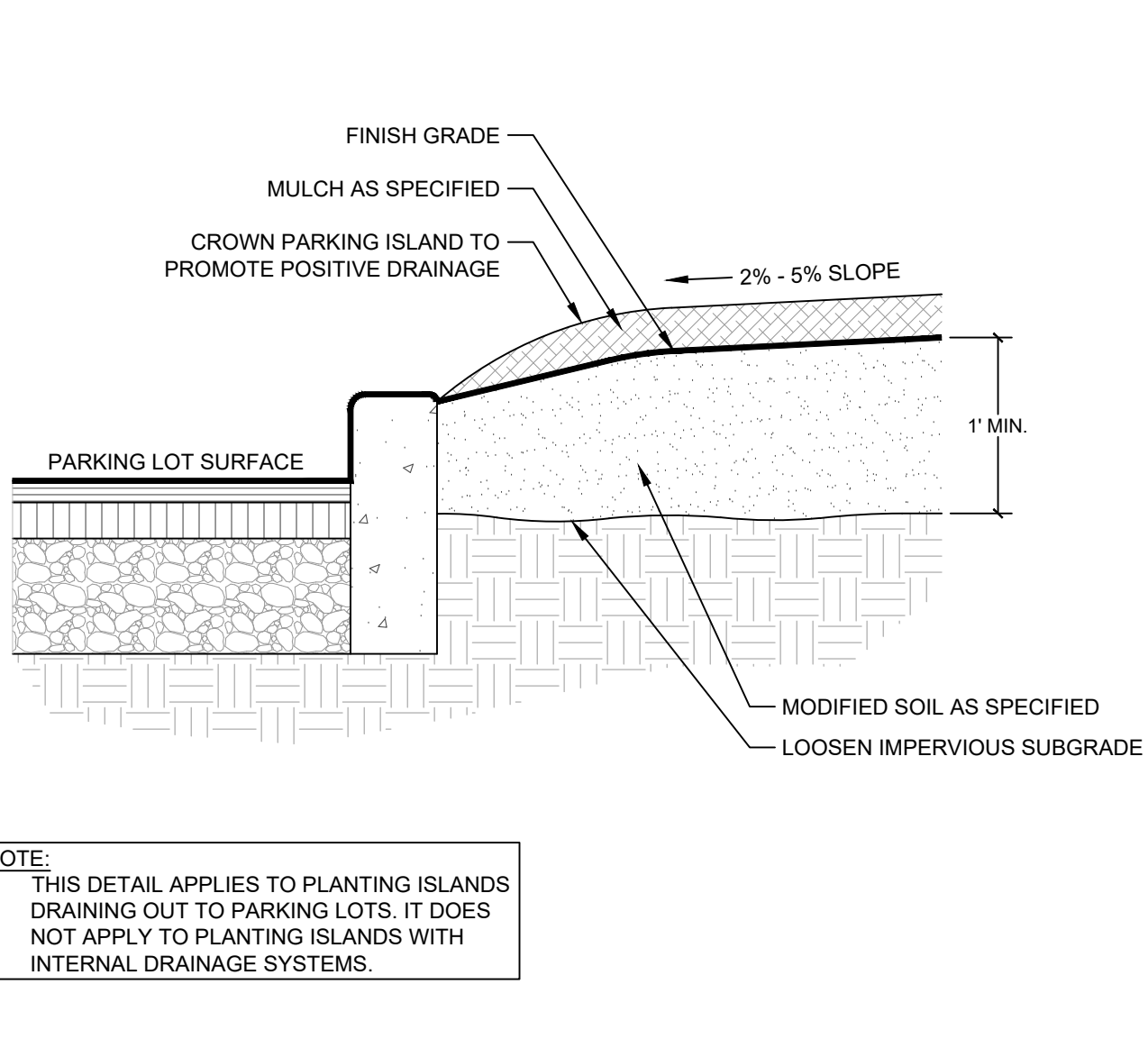
2 TREE PLANTING & STAKING (MULTI-TRUNK)

NOT TO SCALE



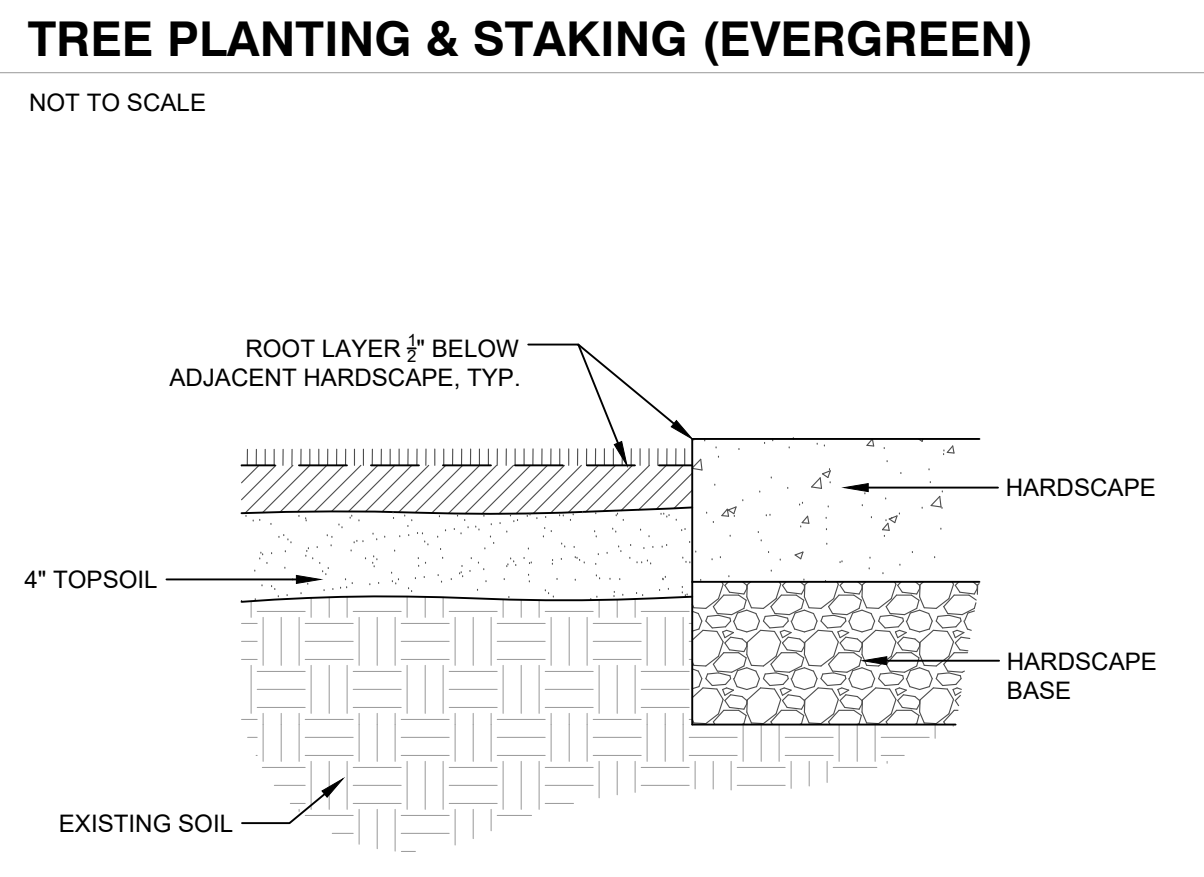
3 TREE PLANTING & STAKING (EVERGREEN)

NOT TO SCALE



4 PARKING LOT ISLAND DETAIL

NOT TO SCALE



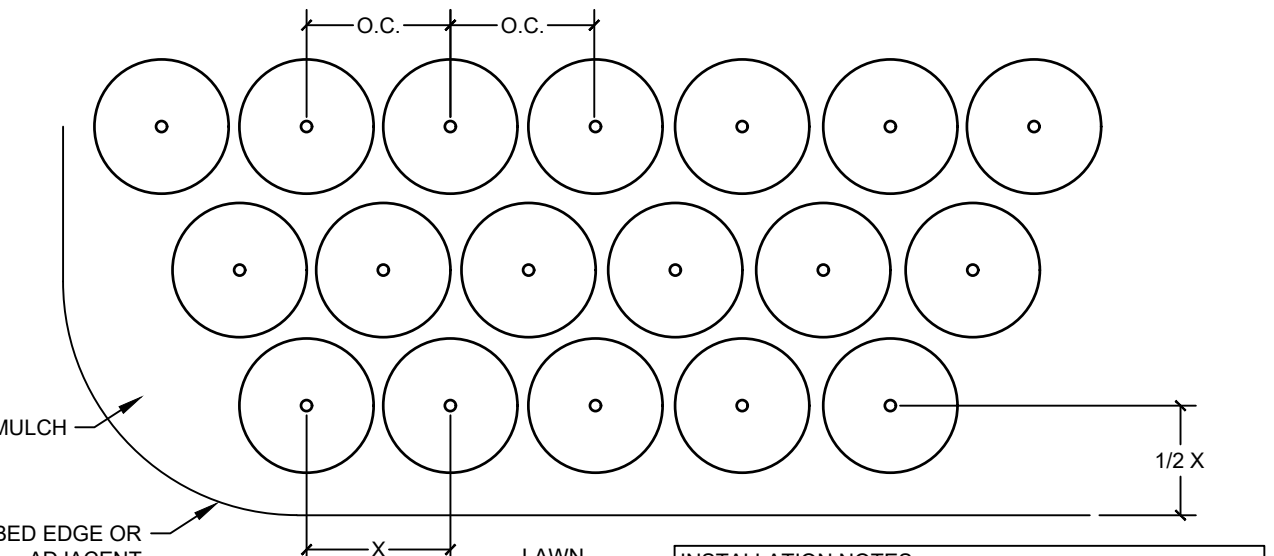
- INSTALLATION NOTES:**
- GENERAL CONTRACTOR TO PROVIDE GRADES TO WITHIN TWO TENTHS OF A FOOT FOR PROPOSED GRADES.
 - FINE GRADE AS REQUIRED TO REACH FINISH GRADE SHOWN IN GRADING PLANS.
 - APPLY LIME AND FERTILIZER AS SPECIFIED.
 - APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURER'S RECOMMENDATION.
 - LAY SOD & ROLL LEVEL.
 - WATER ENTIRE AREA THOROUGHLY.
 - INSTALL SOD SO THAT THE TOP OF ROOT LAYER IS 3\"/>

5 SOD INSTALLATION

NOT TO SCALE

GROUND COVER LAYOUT PLAN

PLANT SPACING	ROW SPACING
"B"	"A"
6"	5.2"
8"	6.93"
10"	8.66"
12"	10.40"
15"	13.00"
18"	15.60"
24"	20.80"



- INSTALLATION NOTES:**
- "X" = TYP ON CENTER SPACING AS SHOWN ON PLANT SCHEDULE.
 - ALL ROWS TO BE STRAIGHT AND PARALLEL.

6 TYP PLANT MASS & GROUND COVER SPACING

NOT TO SCALE

GENERAL PLANTING NOTES

- CONTRACTOR TO CAREFULLY EXAMINE THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS BEFORE SUBMITTING BID PROPOSAL OR COMMENCING WORK.
- CONTRACTOR'S BASE BID TO INCLUDE ALL MATERIALS, BED PREP, LABOR, PERMITS, EQUIPMENT, TOOLS, INSURANCE, ETC. TO PERFORM THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS.
- PLANT QUANTITIES SHOWN ARE FOR CONTRACTOR CONVENIENCE. CONTRACTOR SHALL VERIFY BEFORE SUBMITTING BID PROPOSAL THAT QUANTITIES SHOWN WILL ADEQUATELY FULFILL THE DESIGN INTENT AND SHALL VERIFY PRIOR TO PLACEMENT THAT QUANTITIES ARE ADEQUATE. CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
- DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS CAUSED BY THE CONTRACTOR ARE THE FULL RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S COST, SUBJECT TO OWNER'S APPROVAL. CONTRACTOR TO LOCATE UNDERGROUND UTILITIES WITH FLAGS/MARKINGS PRIOR TO EXCAVATING.
- REQUIREMENTS FOR DEFINITIONS, GRADING TOLERANCES, BALLING AND BURLAPPING, CONTAINER GROWN PLANTS, ETC. SHALL BE IN ACCORDANCE WITH THE "USA STANDARD FOR NURSERY STOCK," ANSI Z60.1, LATEST EDITION, AND ANSI Z133.1, LATEST EDITION, ADOPTED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. PLANTS SHALL BE MEASURED BEFORE PRUNING WITH BRANCHES IN NORMAL POSITION, AND ANY NECESSARY PRUNING SHALL BE DONE AT TIME OF PLANTING, WHERE PLANT SIZES ARE GIVEN IN RANGE, THE PLANTS PROVIDED SHALL AVERAGE THE MEDIAN OF THE RANGE OR BETTER.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL PLANTS SHALL BE OF SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, SYMMETRICAL, THICKLY BRANCHED, SO TRAINED OR TREATED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY OF FIRST QUALITY IN FORM, BRANCH, STRUCTURE, BUDS, FRUIT, COMPACTNESS, AND SYMMETRY. ANY TREE HAVING A WEAK, THIN TRUNK, NOT CAPABLE OF SUPPORTING ITSELF WHEN PLANTED IN THE OPEN, WILL NOT BE ACCEPTED. INFERIOR PLANT MATERIAL TO BE REJECTED.
- ALL PLANTS SHALL COMPLY WITH FEDERAL AND STATE LAWS AND REGULATIONS REQUIRING INSPECTION FOR PLANT DISEASES, PEST, AND WEEDS. CERTIFICATES OF INSPECTION SHALL ACCOMPANY THE INVOICE FOR EACH SHIPMENT OF PLANTS AS REQUIRED BY LAW.
- ALL PLANTS SHALL BE TRUE TO NAME AS ORDERED OR SHOWN ON THE PLANTING PLANS AND SHALL BE LABELED INDIVIDUALLY OR IN GROUPS BY SPECIES AND CULTIVAR. SUBSTITUTIONS WILL ONLY BE PERMITTED UPON SUBMISSION OF PROOF THAT A PARTICULAR VARIETY OF PLANT IS NOT OBTAINABLE, AND UPON AUTHORIZATION BY THE OWNER OR OWNER'S REPRESENTATIVE. SUBSTITUTIONS SHALL BE OF THE NEAREST EQUIVALENT OBTAINABLE SIZE, AND OF SIMILAR CHARACTERISTICS, WITH AN EQUITABLE ADJUSTMENT OF CONTRACT SUM.
- ALL PLANTS SHALL BE GUARANTEED TO LIVE FOR 12 MONTHS. THE GUARANTEE PERIOD SHALL BEGIN AT THE TIME OF WRITTEN APPROVAL OF ACCEPTANCE BY THE OWNER OF (A) THE LANDSCAPE AND (B) THE RESPONSIBILITY OF MAINTAINING THE LANDSCAPE IF PLANTS ARE FOUND TO BE DEAD, DYING, OR OF POOR APPEARANCE AT ANY TIME DURING THIS PERIOD, THEY SHALL BE REPLACED AT NO ADDITIONAL COST.
- ALL PLANTS THAT HAVE BEEN FOUND TO BE DEAD, DYING, OR OF POOR APPEARANCE SHALL BE IMMEDIATELY REMOVED AND THE OWNER NOTIFIED. REPLACEMENT OF TREES AND LARGE SHRUBS SHALL BE MADE AT THE BEGINNING OF THE NEXT PLANTING SEASON. REPLACEMENT OF SMALL SHRUBS AND GROUND COVERS SHALL BE MADE WITHIN 30 DAYS FOLLOWING THE INSPECTION OF THAT DETERMINED THE REQUIRED REPLACEMENT. THE OWNER SHALL BE NOTIFIED PRIOR TO ALL REPLACEMENT WORK.
- ANY PLANT THAT DIES, HAS AN UNHEALTHY CONDITION, OR POOR APPEARANCE PRIOR TO OWNER ACCEPTANCE SHALL BE REPLACED. THIS REPLACEMENT SHALL NOT BE CONSIDERED AS A GUARANTEE REPLACEMENT. ALL REPLACEMENTS SHALL BE MADE WITH PLANTS OF THE SAME KIND, AND IN THE SAME MANNER AS SPECIFIED FOR THE ORIGINAL PLANTING, AT NO ADDITIONAL COST TO THE OWNER.
- ALL TREES ARE TO BE STAKED, UNLESS SPECIFICALLY DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE. BRACING SHALL UTILIZE A STANDARD FLAT, WOVEN POLYPROPYLENE, 900-LB. BREAK STRENGTH SUCH AS "ARBOR TIE" OR APPROVED EQUAL. STAKE OR GUY NEW OR TRANSPARENT TREE WITH THREE STAKES, 2" X 8" HARDWOOD. ALL STAKING MATERIAL SHALL BE REMOVED BY THE CONTRACTOR AT THE END OF THE WARRANTY PERIOD.
- CONTRACTOR TO PROVIDE INTERIM MAINTENANCE (WATERING, PRUNING, FERTILIZING, GUYING, MOWING, TRIMMING, ADEQUATE DRAINAGE OF PONDING AREAS, EDGING, WEEDING, MULCHING, APPLICATION OF INSECTICIDES/HERBICIDES, AND GENERAL LANDSCAPE CLEANUP) UNTIL WRITTEN NOTICE OF ACCEPTANCE BY OWNER. CONTRACTOR SHALL PERFORM WORK IN COMPLIANCE WITH ALL APPLICABLE LAWS, CODES, AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK AND PROVIDE FOR PERMITS REQUIRED BY LOCAL AUTHORITIES.
- SIDEWALKS, ROADS, AND OTHER PAVEMENT ADJACENT TO PLANTING OPERATION SHALL BE KEPT CLEAN AND FREE OF OBSTRUCTIONS.
- INsofar AS PRACTICABLE, PLANT MATERIAL SHALL BE PLANTED THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE PLANTING CONTRACTOR SHALL PROTECT THE STOCK NOT PLANTED. PLANTS SHALL BE PROTECTED AT ALL TIMES FROM SUN OR DRYING WINDS. PLANTS THAT CANNOT BE PLANTED IMMEDIATELY ON DELIVERY SHALL BE KEPT IN THE SHADE, WITH THE ROOT MASS WELL PROTECTED AND KEPT WELL-WATERED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN THREE DAYS AFTER DELIVERY TO THE SITE.
- UPON INSPECTION OF ALL TREES, THE FOLLOWING CHARACTERISTICS SHALL BE FOUND.
 - CROWN FORM:** THE FORM OR SHAPE OF THE CROWN IS TYPICAL FOR A YOUNG SPECIMEN OF THE SPECIES/CULTIVAR. THE CROWN IS NOT SIGNIFICANTLY DAMAGED BY WIND, PRUNING PRACTICES, PESTS OR OTHER FACTORS.
 - LEAVES:** THE SIZE, COLOR AND APPEARANCE OF LEAVES ARE TYPICAL FOR THE TIME OF YEAR AND STAGE OF GROWTH OF THE SPECIES/CULTIVAR. LEAVES ARE NOT STUNTED, MISHAPEN, TATTERED, DISCOLORED (CHLOROTIC OR NECROTIC) OR OTHERWISE ATYPICAL.
 - BRANCHES:** SHOOT GROWTH (LENGTH AND DIAMETER) THROUGHOUT THE CROWN IS TYPICAL FOR THE AGE/SIZE OF THE SPECIES/CULTIVAR. TREES DO NOT HAVE DEAD, DISEASED, BROKEN, DISTORTED OR OTHER SERIOUS BRANCH INJURIES.
 - TRUNK:** THE TREE TRUNK SHOULD BE STRAIGHT, VERTICAL AND FREE OF WOUNDS (EXCEPT PROPERLY MADE PRUNING CUTS), SUNBURST AREAS, CONKS (FUNGAL FRUITING BODIES), WOOD CRACKS, BLEEDING AREAS, SIGNS OF BORING INSECTS, GALLS, CANKERS, LESIONS AND GIRDLING TIES.
 - ROOTS:** THE ROOT SYSTEM IS FREE OF INJURY FROM BIOTIC (INSECTS, PATHOGENS, ETC.) AND ABIOTIC AGENTS (HERBICIDE TOXICITY, SALT INJURY, EXCESS IRRIGATION, ETC.). ROOT DISTRIBUTION IS UNIFORM THROUGHOUT THE SOIL MIX OR GROWTH MEDIA AND GROWTH IS TYPICAL FOR THE SPECIES/CULTIVAR. THE TRUNK, ROOT COLLAR (ROOT CROWN), AND LARGE ROOTS SHALL BE FREE OF CIRCLING AND/OR KINKED ROOTS. SOIL REMOVAL NEAR THE ROOT COLLAR MAY BE NECESSARY TO INSPECT FOR CIRCLING AND/OR KINKED ROOTS. THE TREE SHALL BE WELL-ROOTED IN THE SOIL MIX. WHEN THE CONTAINER IS REMOVED, THE ROOT BALL SHALL REMAIN INTACT. WHEN THE TRUNK IS CAREFULLY LIFTED, BOTH THE TRUNK AND ROOT SYSTEM SHALL MOVE AS ONE. THE UPPER-MOST ROOTS OR ROOT COLLAR SHALL BE WITHIN 1" (ONE INCH) ABOVE OR BELOW THE SOIL SURFACE.
 - CENTRAL LEADER:** TREES SHALL HAVE A SINGLE, RELATIVELY STRAIGHT CENTRAL LEADER AND TAPERED TRUNK, FREE OF CODDOMINANT STEMS AND VICARIOUS, UPRIGHT BRANCHES THAT COMPETE WITH THE CENTRAL LEADER.
 - MAIN BRANCHES (SCAFFOLDS):** BRANCHES SHOULD BE DISTRIBUTED RADIALLY AROUND AND VERTICALLY ALONG THE TRUNK, FORMING A GENERALLY SYMMETRICAL CROWN TYPICAL FOR THE SPECIES.

SEEDING AND SODDING NOTES

- FOR ALL TURF LAWN AREAS, TOPSOIL SHALL BE USED TO REACH FINISH GRADE. CULTIVATE EXISTING SOIL TO A DEPTH OF 4" BELOW TOPSOIL LAYER. HAND RAKE TO PROVIDE EVEN CONTOURS. GENERAL CONTRACTOR TO PROVIDE GRADES WITHIN TO TWO-TENTHS (20+) OF A FOOT OF PROPOSED FINISH GRADES.
- NOTIFY THE OWNER AT LEAST 48 HOURS IN ADVANCE OF THE TIME CONTRACTOR INTENDS TO BEGIN SODDING AND SHALL NOT PROCEED WITH SUCH WORK UNTIL PERMISSION TO DO SO HAS BEEN GRANTED BY THE OWNER. BEFORE STARTING THE GRASSING OPERATION ON ANY AREA, FINAL DRESSING SHALL HAVE BEEN COMPLETED.
- INsofar AS IS PRACTICABLE, SOD SHALL BE LAID THE DAY OF DELIVERY. IN THE EVENT THAT THIS IS NOT POSSIBLE, THE PLANTING CONTRACTOR SHALL PROTECT THE SOD NOT LAID BY PLACING IT IN A SHADDED AREA. SOD THAT CANNOT BE LAID IMMEDIATELY ON DELIVERY SHALL BE KEPT WELL-WATERED AND SHALL NOT REMAIN UNPLANTED FOR LONGER THAN 48 HOURS AFTER DELIVERY TO THE SITE. ANY SOD LEFT UNINSTALLED FOR A LONGER PERIOD IS SUBJECT TO REJECTION BY THE OWNER.
- PRIOR TO PLACING SOD, FERTILIZER AND LIMES SHALL BE APPLIED UNIFORMLY TO PREPARED SURFACE. AFTER PLACING THE SOD, IT SHALL BE THOROUGHLY WETTED AND ROLLED WITH APPROVED ROLLER/HAND TAMPER. THREE WEEKS AFTER INSTALLATION, AMMONIUM NITRATE SHALL BE APPLIED TO NEWLY SODDED AREA AND THEN WATERED.
- ALL AREAS TO BE SEEDDED WITH GRASS SEED TO RECEIVE A MINIMUM OF 4" OF TOPSOIL. FINISH GRADE TOLERANCE OF 1". CONTRACTOR TO VERIFY THAT FINISH GRADE IS FREE OF STONES OR CLODS LARGER THAN 1-1/2" DIAMETER AND FREE OF TRASH. NOTIFY GENERAL CONTRACTOR IF THESE CONDITIONS ARE NOT PRESENT.
- SEED MIX SHALL BE COMMON BERMUDA AND SHALL BE SOWN BETWEEN MAY 1 AND JULY 31. SOW AT A RATE OF 50 LBS. P.L.S. (PURE LIVE SEED) PER ACRE. ALL SEED MIXTURES SHALL BE APPLIED BY HYDRO-SEEDING UNLESS OTHERWISE SPECIFIED. ALL DISTURBED AREAS NOT OTHERWISE LANDSCAPED, PAVED OR SODDED SHALL BE SEEDDED.
- IF SEEDDED AREAS DO NOT SHOW A UNIFORM OR HEALTHY STAND OF GRASS, WITH A 90 PERCENT OR GREATER COVERAGE AFTER 28 CALENDAR DAYS, RESEED AND/OR RE-FERTILIZE THOSE AREAS AS DIRECTED BY THE OWNER WITHOUT ANY ADDITIONAL COST TO THE OWNER.
- IN ADDITION TO ANY REQUIREMENTS DESCRIBED ABOVE, AT TIME OF FINAL ACCEPTANCE, SEEDDED AND SODDED AREAS SHALL SHOW A UNIFORM OR HEALTHY STAND OF GRASS, WITH A MINIMUM OF 90 PERCENT COVERAGE. AREAS NOT MEETING THIS REQUIREMENT SHALL BE RE-SEEDDED OR RE-SODDED AND RE-FERTILIZED AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE WITHOUT ANY ADDITIONAL COST TO THE OWNER.

REVISIONS:

PROJECT # 27456.01
DATE: MARCH 30, 2026
DRAWN BY: DM
DESIGNER: DM
CHECKED BY: SH

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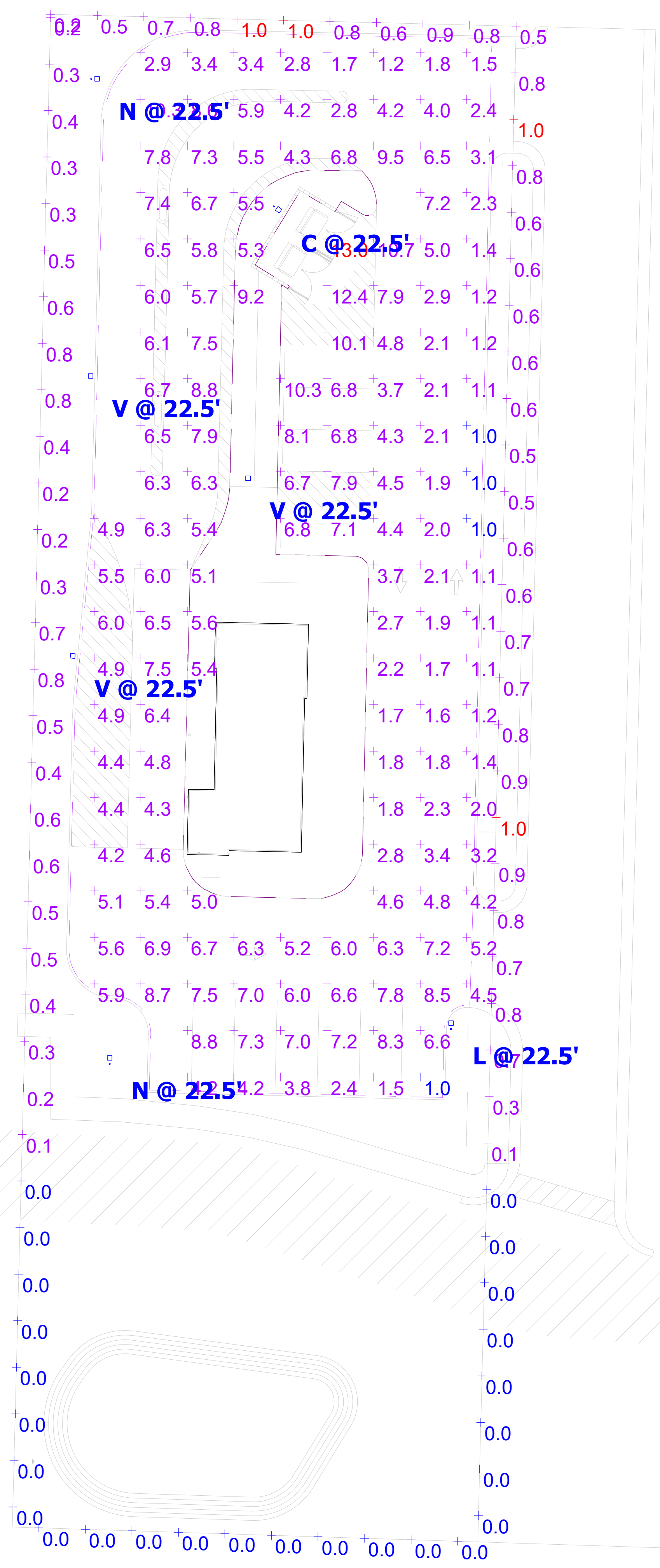
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8872 HIGHWAY 64
LAKELAND, TN 38002



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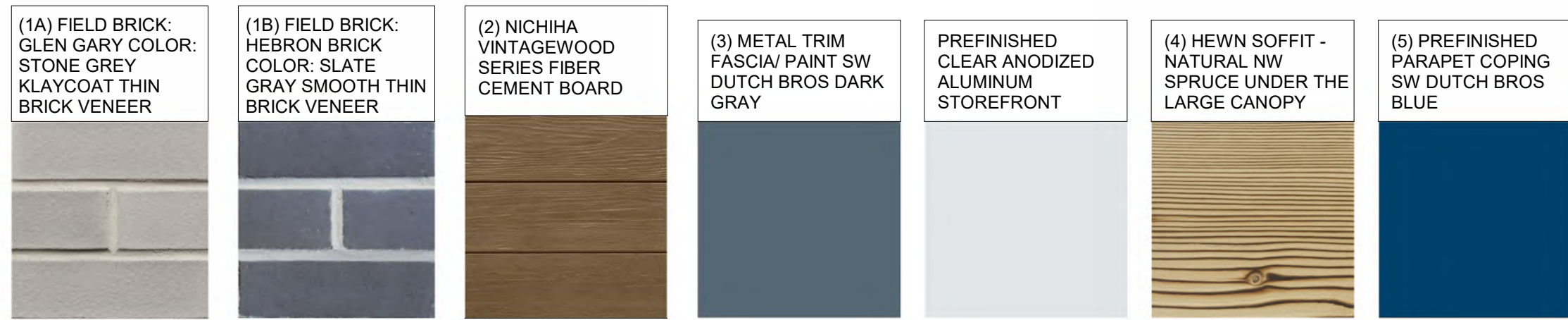
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DESCRIPTION:



Statistics						
Description	Symbol	Avg	Max	Max/Min	Avg/M in	Min
Parking Lot	+	5.0 fc	13.0 fc	13.0:1	5.0:1	1.0 fc
Property Line	+	0.4 fc	1.0 fc	N/A	N/A	0.0 fc

Symbol	Label	QTY	Catalog Number	Number Lamps	Description	Wattage
	C	1	GLEON-SA3C-740-U-AFL-HSS	48	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND AUTOMOTIVE FRONTLINE OPTICS WITH HOUSE SIDE SHIELD	166
	L	1	GLEON-SA3C-740-U-SLL-HSS	48	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND SPILL LIGHT ELIMINATOR LEFT OPTICS WITH HOUSE SIDE SHIELD	166
	N	2	GLEON-SA3C-740-U-SLR-HSS	48	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND SPILL LIGHT ELIMINATOR RIGHT OPTICS WITH HOUSE SIDE SHIELD	166
	V	3	GLEON-SA3C-740-U-T3R-HSS	48	GALLEON AREA AND ROADWAY LUMINAIRE (3) 70 CRI, 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III ROADWAY OPTICS WITH HOUSE SIDE SHIELD	166



EXTERIOR FINISH SCHEDULE - PROTOTYPICAL w/ CANOPY				
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS AND ALL NECESSARY ADAPTORS AT AWNING AND CANOPY LOCATION. COLOR: BLDG DB DARK GRAY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
1A	THIN BRICK	GLEN GARY	FACE BRICK - THIN BRICK VENEER - 2 1/4" x 1 1/2" x 7 5/8"	COLOR: STONE GRAY KLAYCOAT
1B	THIN BRICK	HEBRON BRICK	FACE BRICK - THIN BRICK VENEER - 2 1/4" x 1 1/2" x 7 5/8"	COLOR: SLATE GRAY WIRECUT TEXTURE
2	FIBER CEMENT SIDING	NICHIHA	VINTAGEWOOD - WOOD SERIES, W/ MATCHING PANEL CORNERS	COLOR: CEDAR
3	COPING	WESTERN STATES METAL ROOFING OR APPROVED EQUAL	REFER TO WALL SECTION FOR PROFILE	COLOR: DB BLUE
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWEN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x6, T&G, 1/8" REVEAL, SEALED



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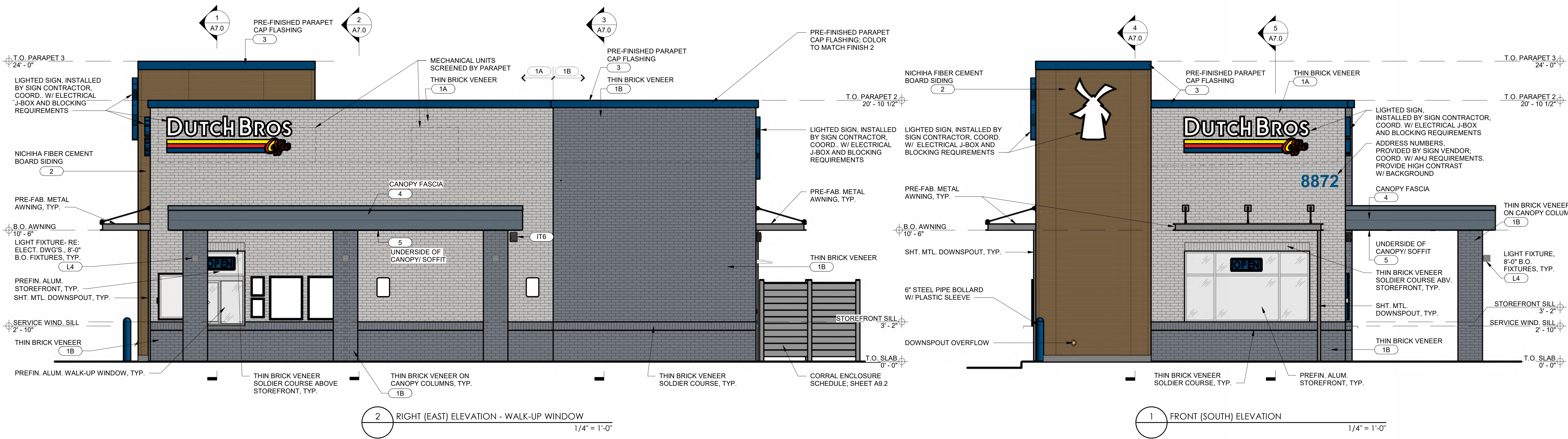
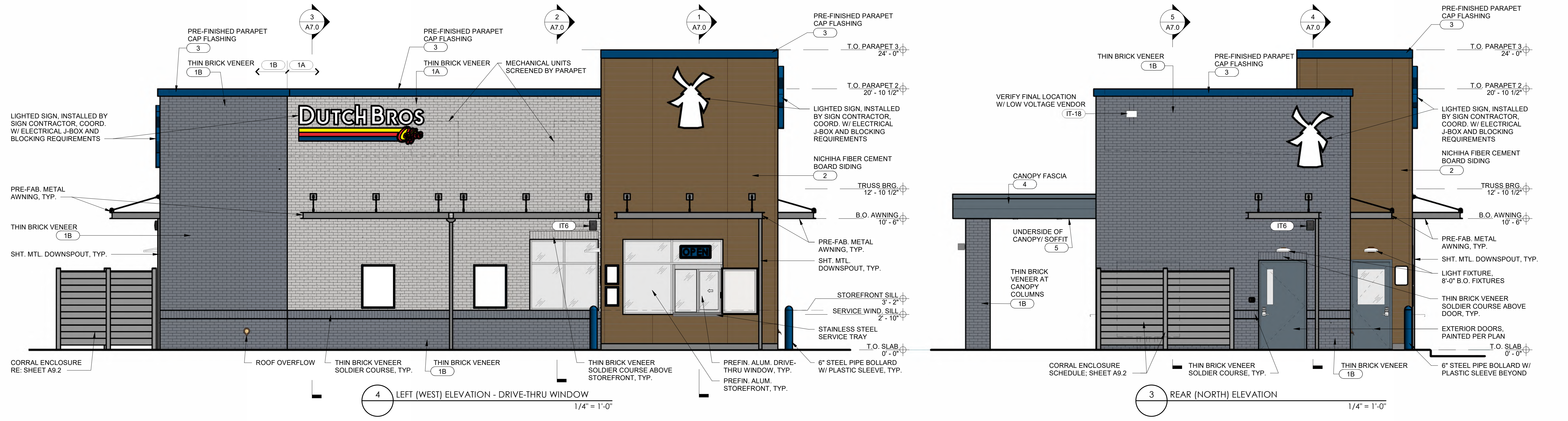
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MCASE@CASEENGINEERINGINC.COM



3.30.2026



Project No: TN1106
Dutch Bros Coffee - New Freestanding Store
8872 US-64, LAKELAND, TN 38002
For: Dutch Bros Coffee
1930 W. Rio Salado Parkway
Tempe, AZ 85281

ISSUED FOR PERMIT
3.30.2026

REV:	DATE:	DESCRIPTION:

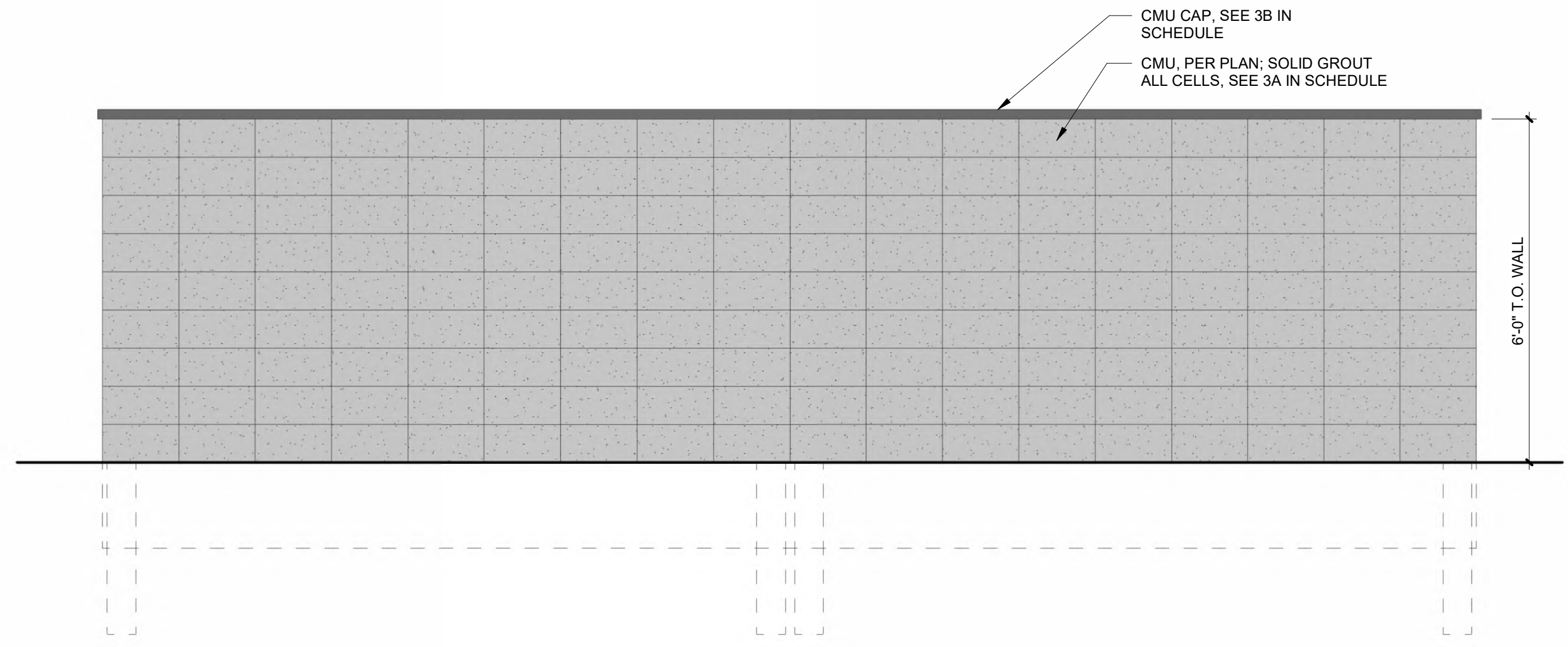
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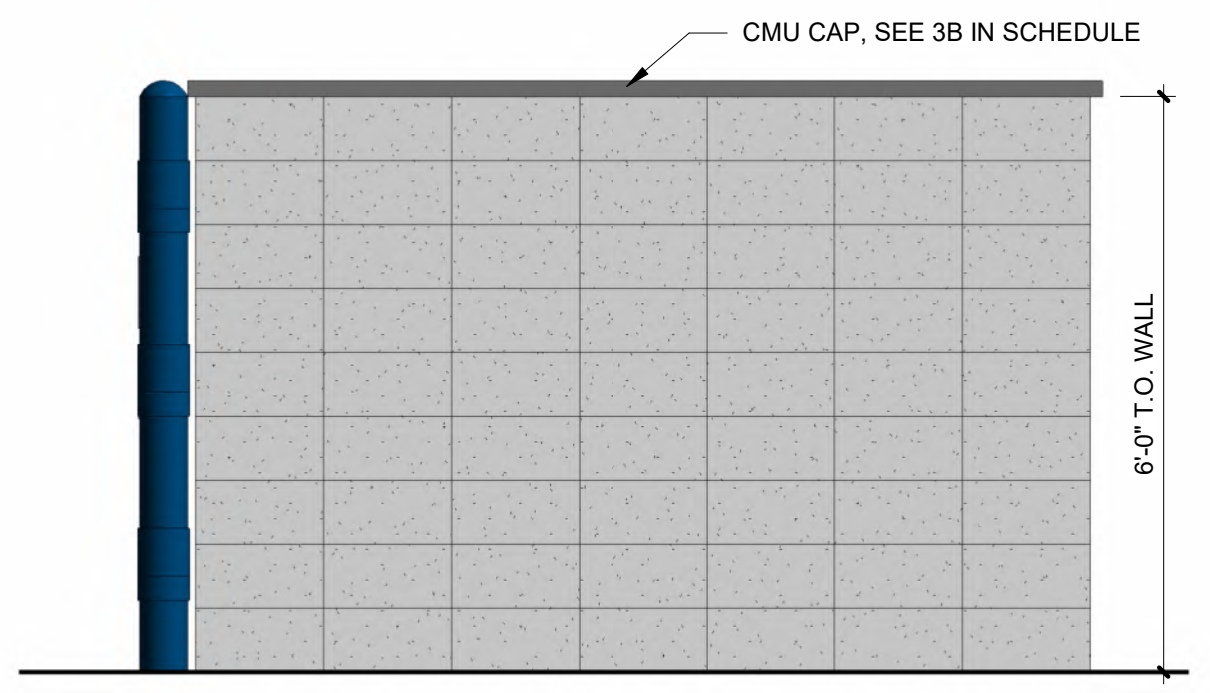
A6.1

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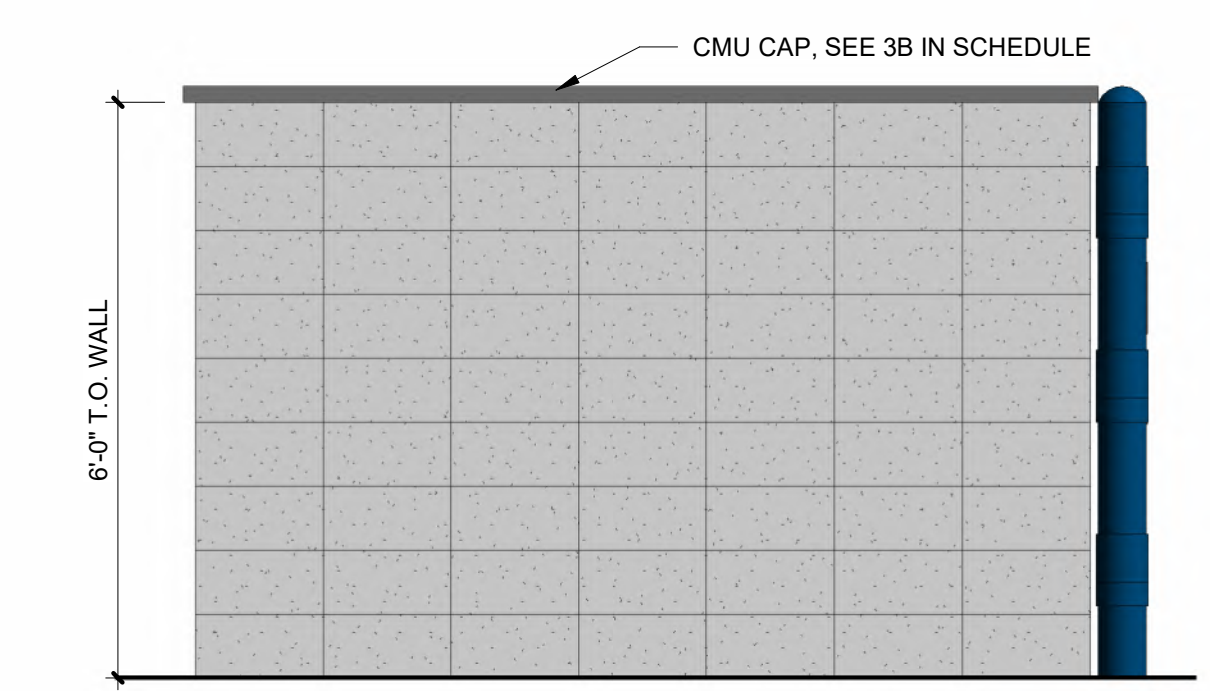
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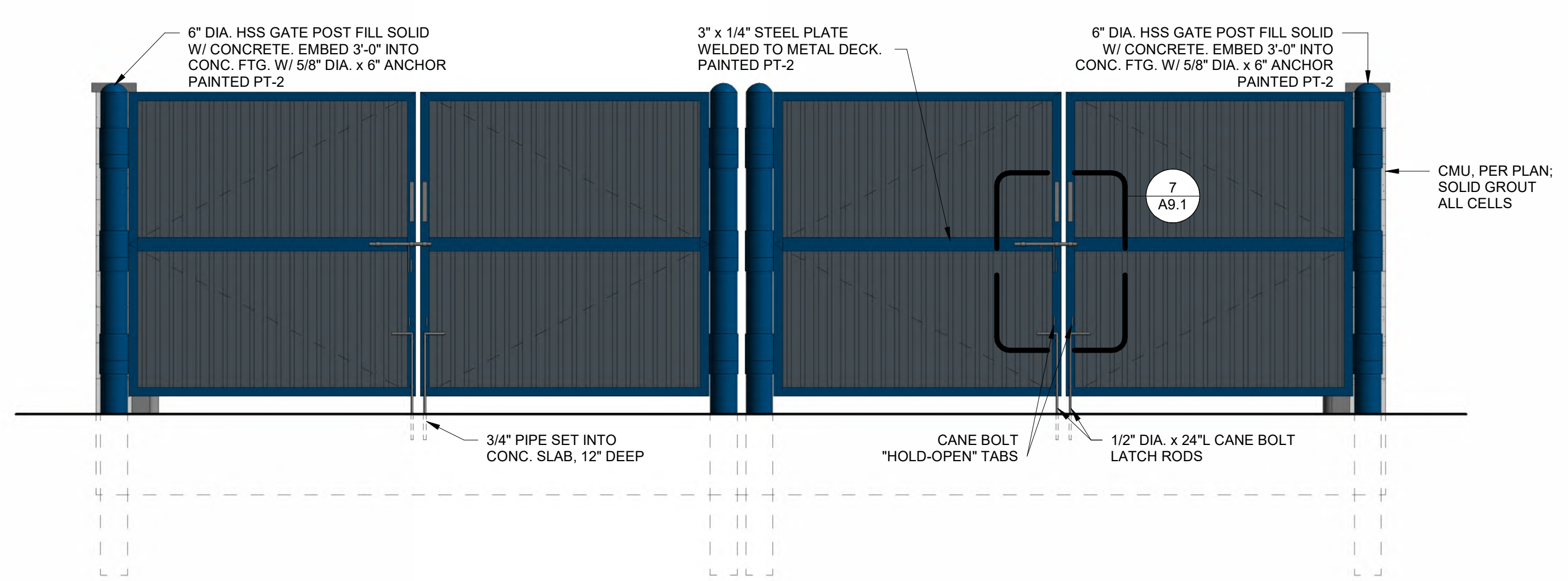
5 TRASH ENCLOSURE
1/2" = 1'-0"



4 TRASH ENCLOSURE RIGHT ELEVATION
1/2" = 1'-0"



3 TRASH ENCLOSURE LEFT ELEVATION
1/2" = 1'-0"



2 TRASH ENCLOSURE FRONT ELEVATION
1/2" = 1'-0"

- TRASH ENCLOSURE GENERAL NOTES:**
- REFER TO STRUCTURAL FOR MASONRY, CONCRETE, STRUCTURAL STEEL AND REINFORCING STEEL FOR SPECIFICATIONS.
 - PROVIDE LOCKING MECHANISM ON GATES AND PEDESTRIAN GATE.
 - PROVIDE SITE LIGHTING AT TRASH ENCLOSURE. MIN. 5 FOOT CANDLE.
 - GATES TO BE BUILT WITH 3"x2" SQUARE STEEL TUBING WITH ALL JOINTS FULLY WELDED TOGETHER AND 1 CROSS MEMBER PER GATE. FRAME TO BE PRIMED AND PAINTED PER PLAN.

TRASH ENCLOSURE MATERIALS				
ID	MATERIAL	MANUFACTURER	COLOR	NOTES
3A	CMU BLOCK	BASALITE	490	SPLIT FACE, 8x16x8, 8x8x8 AS NECESSARY
3B	STONE VENEER	ELDORADO STONE	12x4x16, PEAK CAP	COLOR: TO MATCH - RIPPED, USE BOTH CUT PIECES
PT-1	PAINT	SHERWIN-WILLIAMS	GP-0624	DUTCH BROS GRAY, GATES BODY
PT-2	PAINT	SHERWIN-WILLIAMS	GP-0642	DUTCH BROS BLUE, GATE FRAMES & POSTS



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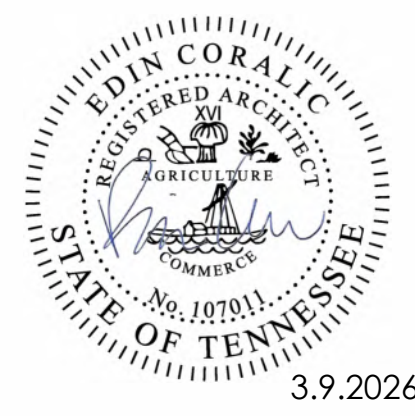
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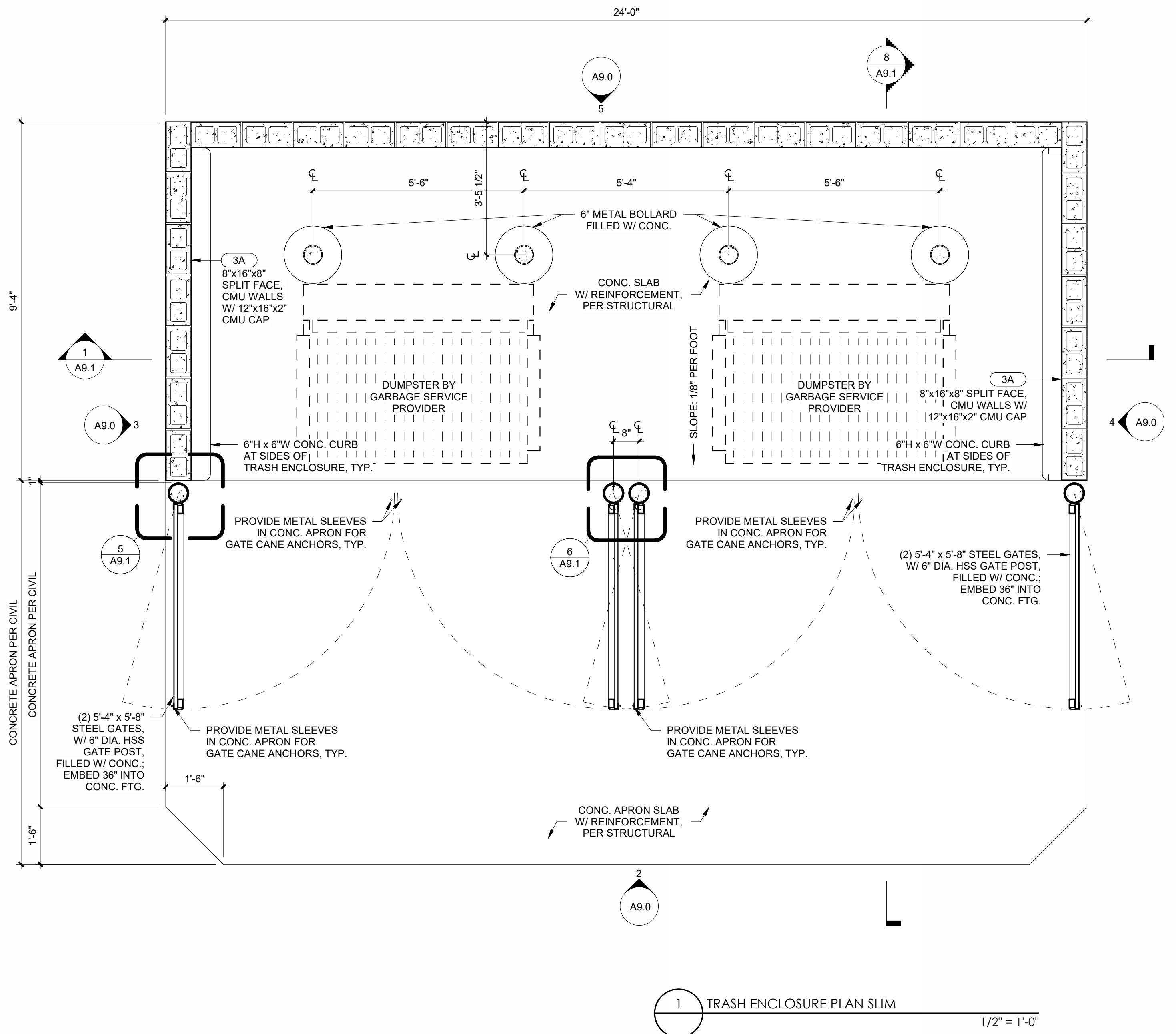
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TJ 636.349.1600
MCASE@CASEENGINEERINGINC.COM



3.9.2026



1 TRASH ENCLOSURE PLAN SLIM
1/2" = 1'-0"

Project No: TN1106
Dutch Bros Coffee - New Freestanding Store
8872 US-64,
LAKELAND, TN 38002
Fort Dutch Bros Coffee
1930 W. Rio Salado Parkway
Tempe, AZ 85281

ANNIHILATOR A1

ISSUED FOR PERMIT
3.9.2026

REV.	DATE	DESCRIPTION

SHEET NUMBER:
A9.0

SHEET NUMBER:
A9.0