

# **AGENDA**

Board of Mayor and Aldermen  
May 7, 2026 Public Hearing @ 5:45 PM

- Call public hearing to order.

## **ORDER OF BUSINESS**

1. **Ordinance #2026-06** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 2 and 1.01. Property Consists of Approximately 13.17 Acres. Property Located on Sanford Road. Current Zoning: A (Agricultural) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District.
2. **Ordinance #2026-07** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3, 3.03, 3.04 and 3.05 and Tax Map 29, Parcels 36, 37, 41.01 and 41.02. Property Consists of Approximately 101 Acres. Property Located on and Near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District.
3. **Ordinance #2026-09** - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures.
4. **Resolution #2026-13** - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District.

## **ADJOURN**



## ITEM REPORT

Board of Mayor and Aldermen

Date: May 7, 2026

<b>Item #: 1.</b>	<b>Ordinance #2026-06</b> - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 2 and 1.01. Property Consists of Approximately 13.17 Acres. Property Located on Sanford Road. Current Zoning: A (Agricultural) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District.		
<b>Department:</b>	Planning	<b>Presented By:</b>	Bo Logan
<b>Item Attachments:</b>	1. Ordinance #2026-06		

### Purpose:

This is an ordinance to rezone property located along Sanford Road from Agriculture to PDR-R3.

### Background:

The applicant has acquired approximately 4 acres since last year. Now, the applicant is requesting to rezone approximately 13.2 acres from Ag to PDR with an R-3 base. The property is located between Chaney and Sanders Roads.

The main zoning in the area is a mixture of R-1 and R-2 plus R-3. North of this site is R-3 located on the east side of Chaney.

The remaining property that borders this site on the northern sides is R-2 which is Medium Density Residential.

### Financial Summary:

Revenues: The city should receive impact fees and property taxes from any development of the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

### Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

## **ORDINANCE #2026-06**

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 28, PARCELS 2 AND 1.01. PROPERTY CONSISTS OF APPROXIMATELY 13.17 ACRES. PROPERTY LOCATED ON SANFORD ROAD. CURRENT ZONING: A (AGRICULTURAL) ZONING DISTRICT; PROPOSED ZONING: PDR-R3 (PLANNED DENSITY RESIDENTIAL WITH A HIGH DENSITY R-3 BASE) ZONING DISTRICT.

**WHEREAS**, a request has been made by Last of the Loggers, LLC, to rezone property located within the City of La Vergne; and

**WHEREAS**, the City of La Vergne Planning Commission, on February 24, 2026, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:**

**SECTION 1.** That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 28, Parcels 2 and 1.01 from an A (Agricultural) Zoning District to a PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. This property consists of approximately 13.17 acres and is owned by the Chao Wen Dong who submitted application #ZR-2026-01 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

**SECTION 2. BE IT FURTHER ORDAINED**, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

**SECTION 3. BE IT FURTHER ORDAINED**, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

**LEGAL STATUS PROVISIONS**

Approved and certified by the Planning Commission:

\_\_\_\_\_ Chairman

\_\_\_\_\_ Date

Public Hearing Held: \_\_\_\_\_

Approved by the Mayor and Board of Aldermen:

\_\_\_\_\_ 1st Reading

\_\_\_\_\_ Jason Cole, Mayor

\_\_\_\_\_ 2nd Reading

ATTEST:

\_\_\_\_\_ Joshua Miller, City Recorder

Published in the Murfreesboro Post on \_\_\_\_\_.

## City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

### REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

**Request No.** #ZR-2026-01  
(Assigned by the City Recorder)

**Date Submitted:** 12-29-25

**SECTION 1 - Applicant Information** (Any Correspondence from the City will be addressed to the applicant.)

Property Owner     
  Purchaser of Property     
  Engineer     
  Trustee  
 Architect     
  Other: \_\_\_\_\_

Name: Last of the Loggers, LLC      Phone #: 615-663-7345

Business: Last of the Loggers, LLC      E-Mail: mark@clqland.com

Address: 6700 Tower Cir Ste 330      Best Way to Contact: email  
(Mail, E-Mail, Phone)

City: Franklin      State: TN      Zip: 37067

**SECTION 2 - Property Information for the Rezoning Request**

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
	028-001-01-000	Agriculture	R3-PDR	9.67	Chao Wen Dong
	& 002.00-00	R2	R3-PDR	3.5	Ermin Johnson Turcios

\*\*\* Reason for Rezoning must be included on an attached sheet.

**Project Name:** Sanford Ridge

**Project Address:** Sanford Road La Vergne, TN

**Existing Land Use:** Vacant land

**Proposed Land Use:** Single Family Residential

**Total Acreage of Project / Rezoning:** 9.67

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

**Applicant's Signature:** *Mark Hanson* **Date:** 12-29-25

Chao Wen Dong  
417 Liberty  
Smyrna, TN 37167-7204

August 17, 2025

City of La Vergne Planning Department  
5093 Murfreesboro Road  
La Vergne, TN 37086

Re: Authorization for Rezoning Application and Agreement to Restrictive Covenant – Property at Sanford Road, La Vergne, TN (Parcel 001.01, ±9.67 Acres)

Dear Planning Department Officials:

I am the current owner of the property located at Sanford Road, La Vergne, TN, further identified as Parcel 001.01 and consisting of approximately 9.67 acres (the "Property"), as described in the attached Exhibit A from the Contract for Purchase and Sale of Real Estate dated July 23, 2025, between myself as Seller and Last of the Loggers, LLC as Buyer (the "Contract").

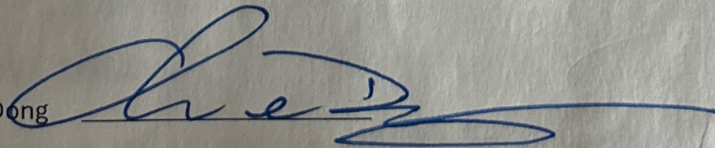
Pursuant to Paragraph 11(c) of the Contract, which obligates me to cooperate with the Buyer in rezoning efforts, including signing an application authorization form, I hereby authorize Last of the Loggers, LLC (the "Buyer") to submit an application to the City of La Vergne for rezoning of the Property to allow for single-family residential lots. This authorization includes permission for the Buyer to act on my behalf in all matters related to the rezoning application process, such as submitting documents, attending meetings, and providing necessary information to the City.

Additionally, in furtherance of the intended use of the Property, I hereby agree to the imposition of a restrictive covenant on the Property that limits its use exclusively to single-family homes. This restrictive covenant shall preclude any development or use of the Property for townhomes, duplexes, multi-family dwellings, or any other non-single-family residential purposes. I consent to the Buyer preparing and recording such a restrictive covenant at or prior to closing under the Contract, and I agree to execute any necessary documents to effectuate this covenant.

This authorization and agreement are provided in accordance with the terms of the Contract and shall remain in effect until the earlier of the closing of the sale or the termination of the Contract.

Sincerely,

Chao Wen Dong



cc: Last of the Loggers, LLC

**Contact Person**

Print Name Mark Hanson

Address 4000 Rush Street #1003 Franklin, TN Zip Code 37014

Daytime Phone 615-663-7345 Fax \_\_\_\_\_ E-mail mark@clqland.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

**Applicant (if other than owner)**

Print Name Mark Hanson Signature Mark Hanson

Address 4000 Rush Street #1003 Franklin, TN Zip Code 37014

Daytime Phone 615-663-7345

**Owner(s)**

Print Name Chao Wen Dong Signature [Handwritten Signature]

Address 417 Liberty Symrna, TN Zip Code 37167

Daytime Phone 615-768-0694

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Daytime Phone \_\_\_\_\_

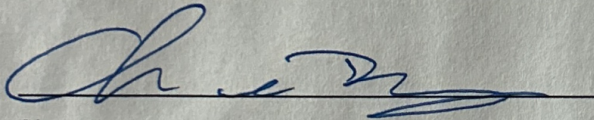
City of La Vergne Planning Department  
5175 Murfreesboro Road  
La Vergne, TN 37086

Phone: 615-287-8702 Fax: 615-213-8692

## Certification Statement

I hereby certify that Chao Wen Dong is the owner of the property located at Sanford Road La Vergne, TN which is the subject of this application, and that I, Mark Hanson, in my capacity as Purchaser of the Property, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken heron being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.



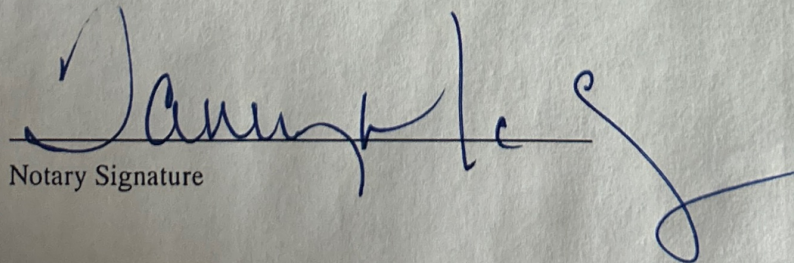
Signature

8/23/25  
Date

CHAO WEN DONG

Printed Name and Title

**Note:** A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.

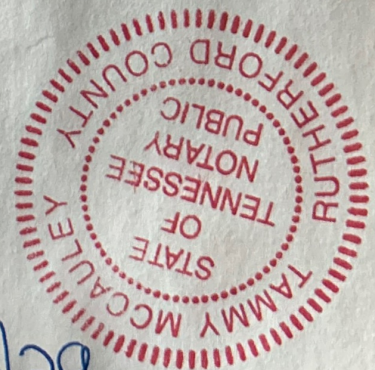


Notary Signature

8/23/25  
Date

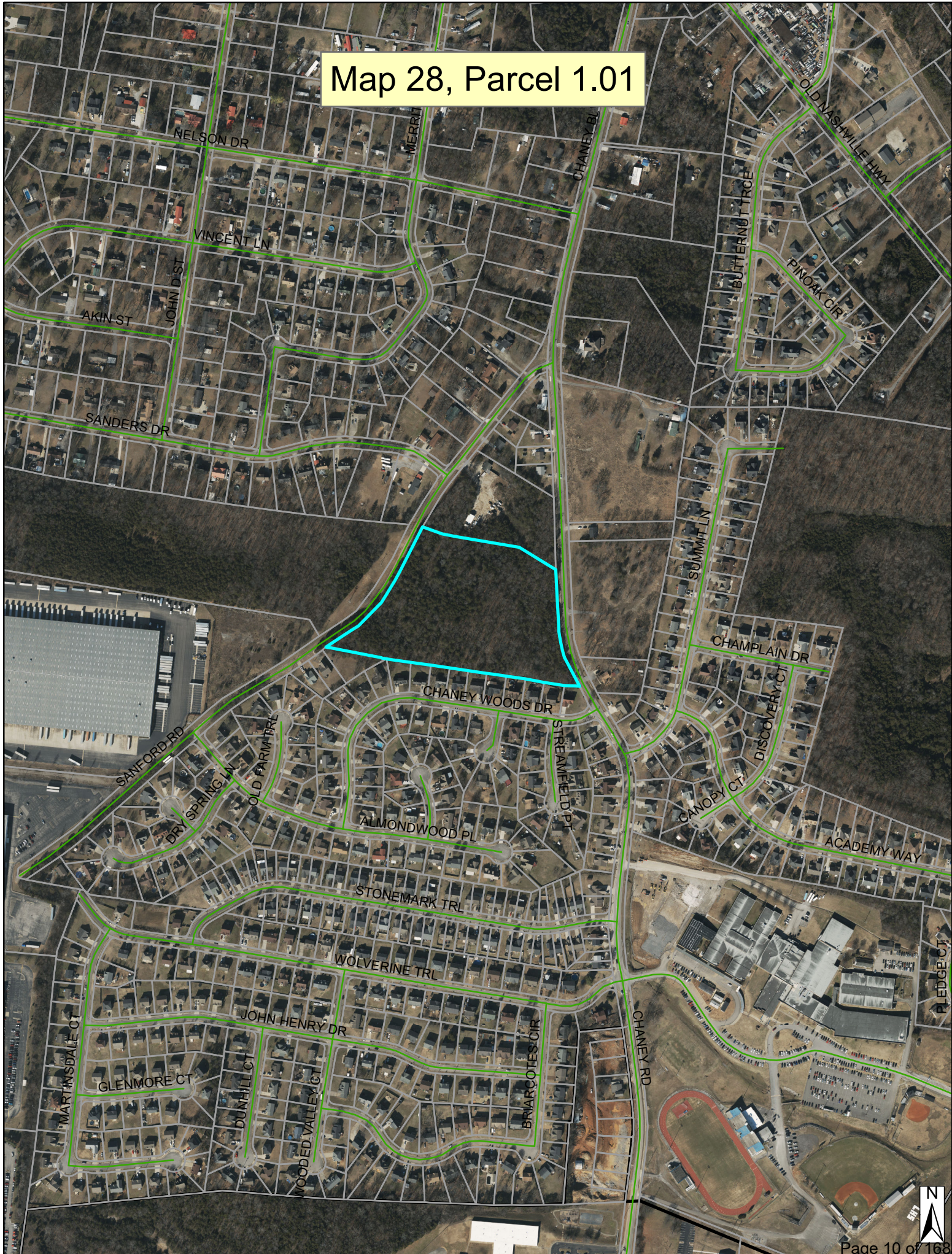
City of La Vergne Planning Department  
5175 Murfreesboro Road  
La Vergne, TN 37086  
Phone: 615-287-8702 Fax: 615-213-8692

Revised 8/18/10



6/16/29

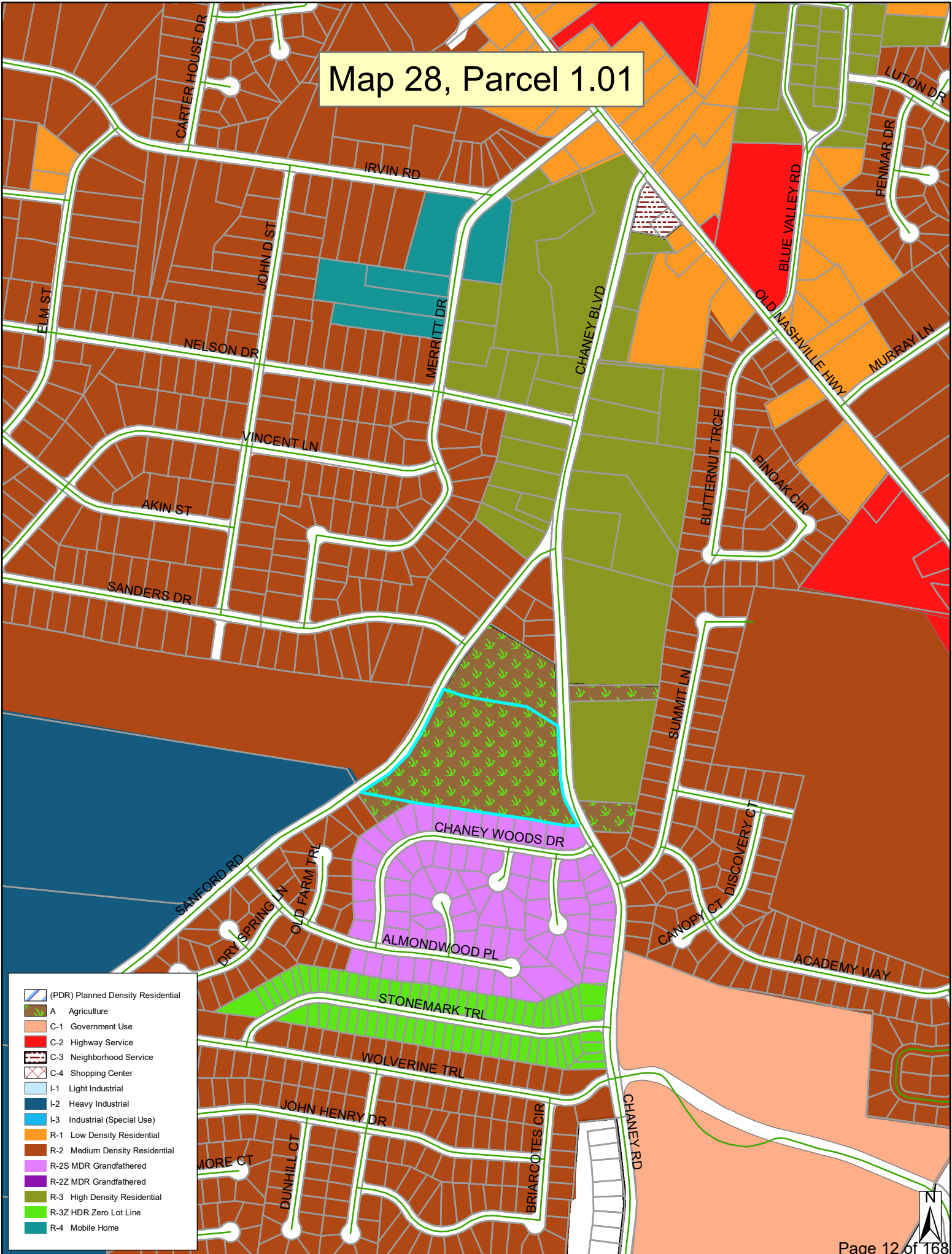
# Map 28, Parcel 1.01




Map 28, Parcel 1.01



# Map 28, Parcel 1.01



-  (PDR) Planned Density Residential
-  A Agriculture
-  C-1 Government Use
-  C-2 Highway Service
-  C-3 Neighborhood Service
-  C-4 Shopping Center
-  I-1 Light Industrial
-  I-2 Heavy Industrial
-  I-3 Industrial (Special Use)
-  R-1 Low Density Residential
-  R-2 Medium Density Residential
-  R-2S MDR Grandfathered
-  R-2Z MDR Grandfathered
-  R-3 High Density Residential
-  R-3Z HDR Zero Lot Line
-  R-4 Mobile Home





**PROPERTY  
RE-ZONING  
REQUESTED**  
FOR INFO CALL  
**615-267-8702**



# **SANFORD RIDGE**

## **PLANNED DENSITY RESIDENTIAL**

### **DISTRICT(PDR)**

Initial Submittal October 31, 2025

A REQUEST FOR REZONING FROM LOW DENSITY RESIDENTIAL (R-2) TO R3 PLANNED DENSITY RESIDENTIAL DISTRICT (PDR).

City of La Vergne, Tennessee

SEC Project #25736

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#### **PROLOGUE**

##### APPLICANT INFORMATION

SEC, Inc.

Land Planning, Civil Engineering, Surveying and Landscape Architecture

Attn: Rob Molchan / Matt Taylor

Phone: (615) 890-7901

Email: [rmolchan@sec-civil.com](mailto:rmolchan@sec-civil.com) / [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com)

Web: [www.sec-civil.com](http://www.sec-civil.com)

850 Middle Tennessee Blvd.

Murfreesboro, Tennessee 37129

Company Name: KMC Land, LLC

Attn: Mark Hanson

6700 Tower Circle Franklin, TN 37067

[mark@clqland.com](mailto:mark@clqland.com)

615-663-7345

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## **PROJECT SYNOPSIS**

Sanford Road

Site Boundary La Vergne City Limits

KMC Land, LLC respectfully requests rezoning of the property from Low Density Residential (R-2) to (R-3) with a Planned Density Residential (PDR) to create Sanford Ridge. The property is located along Sanford Road in La Vergne, Tennessee, identified as Parcels 028-002.00-00 and 028-001.01-00, with approximately 13.17 acres.

The request for rezoning to PDR is to create Sanford Ridge. The development will consist of 62 new residential units and one existing home on 13.17 acres, or a density of approximately 4.78 dwelling units per acre including existing home. The existing home shall be exempt from the PDR standards since it is a previously constructed home. The development will have one type of residential dwelling: single-family detached homes. Single-family detached homes will have a minimum of three bedrooms and a minimum two-car front-entry garage. All homes shall have a minimum of 16-foot-wide driveways to allow for two cars to park in the driveways. The home elevations will be constructed of brick, masonry, fiber cement board siding, or other masonry, composite, or engineered material on all sides to add quality and character to the community. All homes shall have foundation landscaping and sod along the primary and secondary front yards along ROW's. All homes will be for purchase. Decorative streetlights will add character, continuity, and safety to the neighborhood. The H.O.A. shall maintain all common areas. The development will dedicate land as needed for ROW improvements. No commercial components are proposed.

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## **ACCESS AND CIRCULATION PLAN**

Sanford Ridge will have access to the existing public right-of-way of Chaney Blvd. The project is also proposing a connection to the existing intersection of Sanders Drive and Sanford Road for a second point of access to the development from existing roadways around the development. No roads around this property are slated for improvements in the City of La Vergne transportation plans.

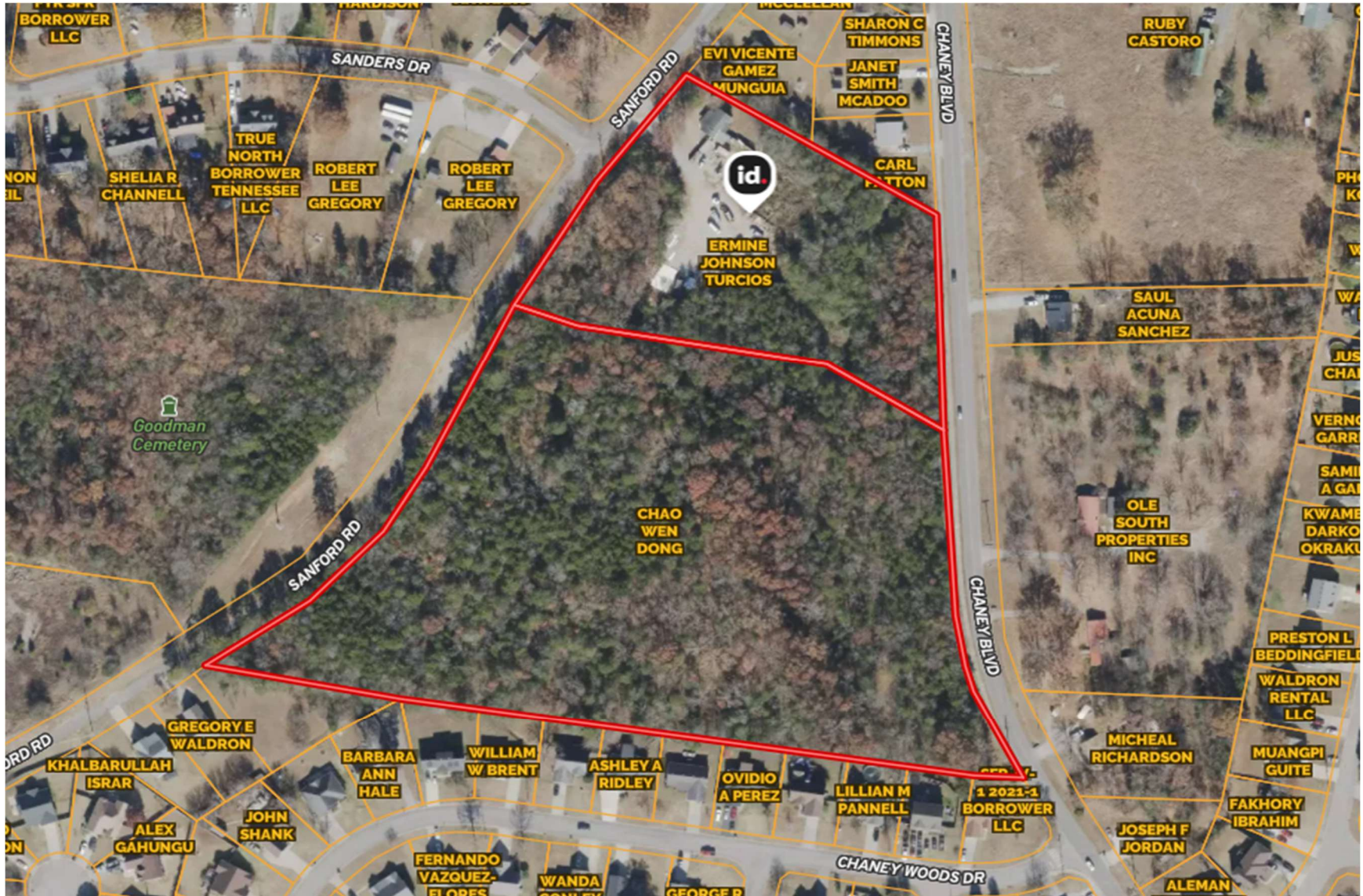
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## **ZONING AND SURROUNDING LAND USES**

Sanford Ridge is surrounded by a mixture of residential subdivisions. Adjacent properties include single-family detached homes to the south and town homes to the east. This proposal is fully consistent with the City of La Vergne's 2040 Future Land Use Plan, which designates the site for Single-Family Residential use. The 2024 Future Land Use Plan emphasizes that "New dwellings and structures should be compatible with the established character of the area." The proposed residential development is adjacent to existing single-family homes (Chaney Woods & Hailey Hills) to the west and townhomes (Chaney Place) to the east. The proposed single-family lots are compatible with the established single-family residential character of the surrounding area, providing a natural transition between the lower-density homes to the west and the higher-density townhomes to the east, while maintaining the overall residential fabric of the neighborhood. The surrounding area consists of a mixture of zoning types and uses. Adjacent to the site is R-1 and R-3 to the east, R-2 to the north and south, and R-2 to the west.

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# LOCATION AND SURROUNDING LAND USES



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**WATER, SEWER, DRAINAGE, ELECTRIC**

Electric service will be provided by Middle Tennessee Electric. Service will be extended from either Chaney Boulevard or Sanford Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

Water service will be provided by the City of La Vergne Public Utilities Department. Water services shall extend from Chaney Boulevard into the site. Developer will be responsible for extending the water service into the site.

Sanitary sewer service will be provided by the City of La Vergne Public Utilities Department. Construction will extend sewer from Chaney Boulevard into the site, and the developer will be responsible for extending the sewer into this property.

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# UTILITY MAP

## Sanford Ridge

01-15-2026

### LEGEND

- PROPOSED WATERLINE
- PROPOSED SEWER LINE

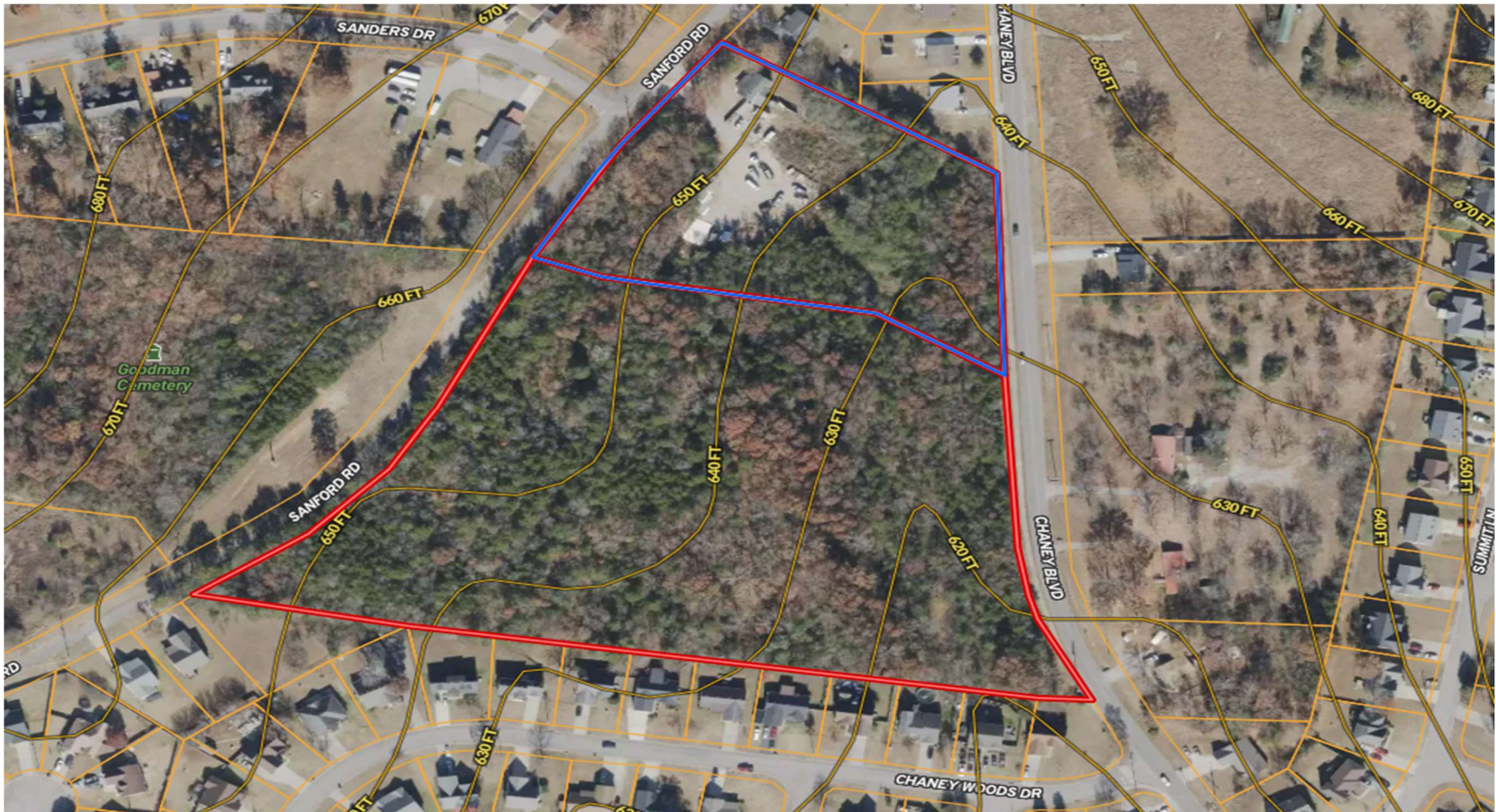


**SEC, Inc.** SITE ENGINEERING CONSULTANTS  
REG. ENGINEER - CIVIL ENGINEERING  
REG. ENGINEER - ELECTRICAL ENGINEERING  
REG. ENGINEER - MECHANICAL ENGINEERING  
REG. ENGINEER - SURVEYING ENGINEERING  
REG. ENGINEER - LANDSCAPE ARCHITECTURE  
REG. ENGINEER - PLUMBING ENGINEERING  
REG. ENGINEER - STRUCTURAL ENGINEERING  
REG. ENGINEER - TRANSPORTATION ENGINEERING  
REG. ENGINEER - WATER RESOURCES ENGINEERING

## Utilities Plan

## HYDROLOGY AND TOPOGRAPHY

The topographic map above shows the site's topographic high point of 650' along Sanford Road to a low point of 610' in the southeast corner of the property. The property has slopes ranging from 5% to 7%. This property does not lie within any floodplain areas.



**ON-SITE PHOTOS**

Project frontage along Chaney Blvd.



Project frontage along Sanford.



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## RESIDENTIAL DEVELOPMENT STANDARDS

### Residential Development Standards:

- A total of 62 new homes with at least 3 bedrooms per house. Each house shall be on its own lot of record and sold fee simple. All homes will be for sale and not built to rent.
- Builders shall install landscaping along foundations of all primary and secondary front yards along R.O.W.s of all buildings. Seed/Straw will be installed in all yards.
- A minimum of 60% of the front house façade shall be brick or stone.
- All mechanical equipment (i.e. HVAC and transformers) to be screened and located at the rear or side of all homes.
- The existing home lot 63 shall be exempt from PDR standards.
- All on-site utilities shall be underground.
- All homes will be serviced by a 3rd party trash company.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Parking for homes will comply with the City of La Vergne requirements.
- All homes will provide at least three (3) off-street parking spaces; two in the driveway and one in the garage.
- Homes shall have concrete driveways wide enough for 2 vehicles with a minimum width of 16-ft.
- All streets will be classified as public rights-of-way.
- All streets have been designed to comply with City of La Vergne Streets Standards.
- Public sidewalks will be provided on both sides of all public streets throughout the development to create a pedestrian friendly community.
- Mail service will be provided via CBU.
- Decorative streetlights will be coordinated with MTE.
- All homeowners shall be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents shall be subject to restrictive covenants and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- All infrastructure shall comply with City of La Vergne Standards. Any exceptions must be approved by the City Engineer.
- Fencing shall be constructed of durable materials, and chain-link fences are prohibited.
- Lot Product Guidelines: The purpose of these guidelines is to allow the developer to modify the approved lot mix within the PDR, without having to make application to

amend the approved PDR. Any requested modification to the approved PDR for purpose of swapping lot products shall be conducted through administrative review and approved by City Staff. These guidelines shall only relate to the swapping lots within approved residential blocks.

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# CONCEPTUAL MASTER PLAN

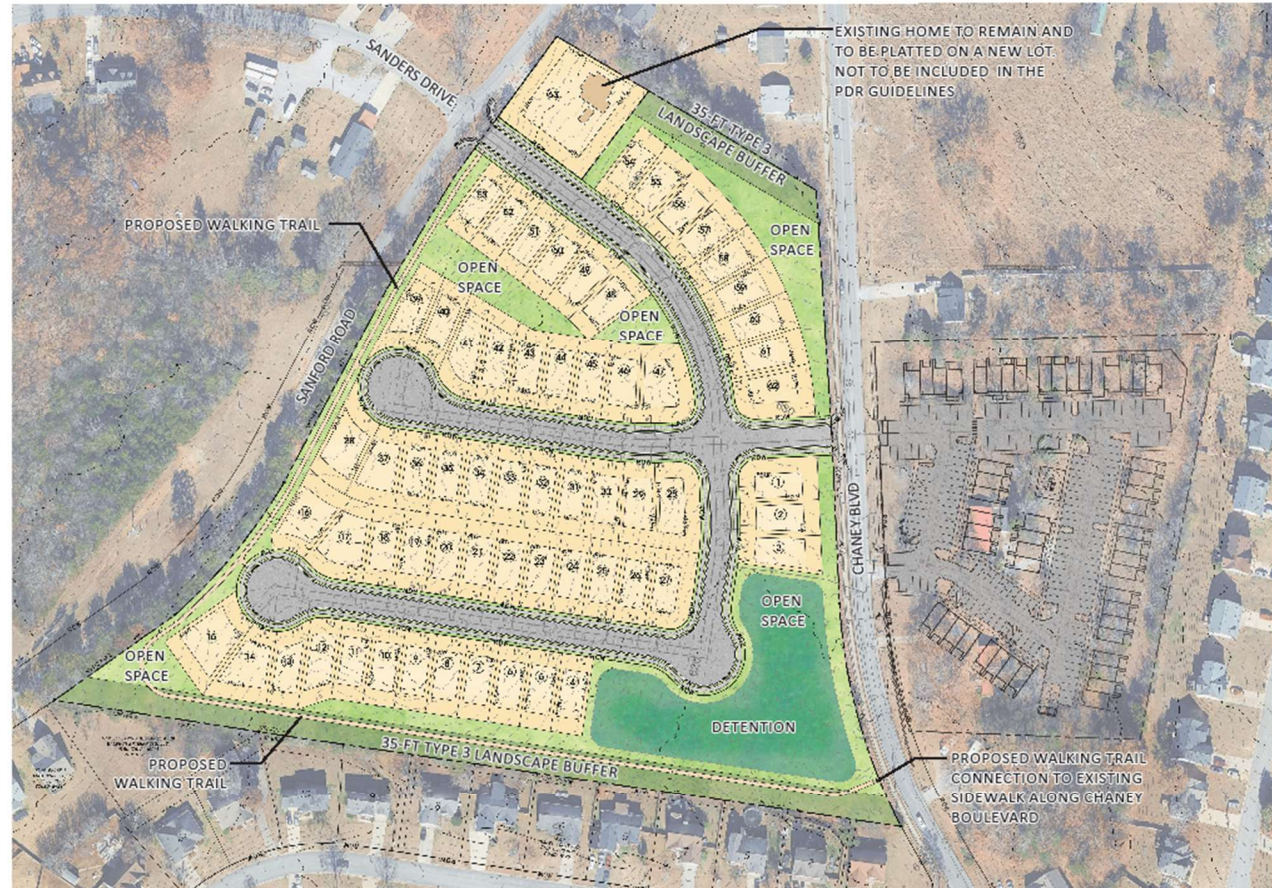
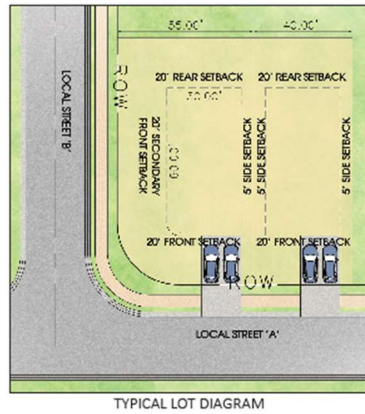
## Sanford Ridge

01-15-2026

**SITE DATA:**

EXISTING ZONING:	AG & R-2
PROPOSED ZONING:	R-3/PDR
TOTAL LAND AREA:	±13.17 ACRES
PROPOSED RESIDENTIAL LOTS:	62 UNITS
EXISTING HOME TO REMAIN:	1 UNIT
DENSITY: 62 UNITS/13.17 ACRES=	±4.71 UNITS/AC
STORMWATER:	±1.04 ACRES

- PROPOSED LOTS
- PUBLIC ROADWAY
- DETENTION
- OPEN SPACE



**SEC, Inc.** SITE ENGINEERING CONSULTANTS  
 450 INTERPKY. - 2ND FLOOR - GAITHERSBURG, MD 20878-1212  
 TEL: 301-251-1100 FAX: 301-251-1101  
 1100 BURGESS TERRACE - SUITE 100 - ROCKVILLE, MD 20851  
 TEL: 301-581-1100 FAX: 301-581-1101

## Concept Plan

# Sanford Ridge

01-15-2026

## OPEN SPACE REQUIREMENTS:

OPEN SPACE REQUIRED: (13.17 ACRES x 15%)	±1.98 ACRES (15%)
OPEN SPACE PROVIDED:	±3.88 ACRES (29.46%)
USABLE OPEN SPACE REQUIRED: (1.98 ACRES x 50%)	±0.99 ACRES (50%)
USABLE OPEN SPACE PROVIDED:	±1.12 ACRES (56.56%)

## LEGEND

	PROPOSED OPEN SPACE AREA
	PROPOSED USABLE OPEN SPACE AREA



**SEC, Inc.** SITE ENGINEERING CONSULTANTS  
165 NORTH ... LAND PLANNING  
LANDSCAPE ARCHITECTURE  
1000 ...  
2000 ...  
3000 ...

# Open Space Plan

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## ARCHITECTURAL CHARACTERISTICS - SINGLE FAMILY HOMES

Architectural Characteristics - Single Family Homes:

- 4,000 Sf. Minimum Lot Size (40' wide x 100' deep approx.)
- Buildings shall range from 1,650-2,460 SF
- Building heights shall not exceed 35 feet.
- Buildings shall be a mix of 1 and 2 stories.
- All homes will have at least 3 bedrooms.
- All the homes shall have eaves.
- All homes will have a patio located at the back of the home.
- All homes will be located on individual lots of record.
- All homes will have a 2-car front entry garage.
- Garage door color and style shall be consistent with architecture.
- Homes will be comprised of alternating styles and colors.
- Building Materials: Front Elevations: All Masonry (Brick, Stone, LP, Fiber-Cement Board Siding) Side Elevations: All Masonry (Brick, Stone, LP, Fiber Cement Board Siding) Rear Elevations: All Masonry (Brick, Stone, LP, Fiber Cement Board Siding) All Elevations: Vinyl Only Permitted in Trim & Soffit Areas
- The existing home lot 63 shall be exempt from PDR standards.

*The elevations of the homes will vary across the development. The images in **Appendix A** are meant to convey the general appearance and functionality of the homes.*

### MINIMUM LOT DIMENSIONS AND SETBACKS DIAGRAM

- Front Setback: Min 20 ft (+5-ft)
- Side Setback: Min 5 ft
- Rear Setback: Min 20 ft (+5-ft)

FACADE VARIETY DIAGRAM In order to avoid monotony of architectural design, no approval shall be issued for the construction of a house if it is substantially like any proposed neighboring house for which an approval has already been issued or is being concurrently considered. A house shall be considered neighboring if it fronts on the same street as the house under construction or an intersecting street. Building facade colors and design elements should vary between each lot with a variation of massing and architectural details on each block.

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## THOROUGHFARES AND INGRESS/EGRESS

All proposed streets will comply with City standards.

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### **AMENITIES AND OPEN SPACE**

A minimum of 15% (1.98 Acres) of the gross acreage of the site shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.

A minimum of 50% of the required open space (0.99 Acres) must be suitably improved to be usable open space by the residents in the area. These improvements could be walking trails, small playground, level open play fields, or other amenities that are appropriate for the proposed development. The proposed amenities shall be reviewed in detail as a part of the construction documents submittal.

---

### **DEVELOPMENT AGREEMENT**

#### **AGREEMENT**

This Agreement (“Agreement”) is made and entered into as of the Effective Date as defined herein by and between the City of La Vergne, Tennessee (“City”), and KMC Land, LLC and its successors and assigns (“Developer”).

WHEREAS, the Developer shall be the owner of the ±13.17-acre parcel of property located along Sanford Road in La Vergne, Tennessee, more particularly shown as Parcels 028-002.00-00 and 028-001.01-00, (“Property”); and

WHEREAS, incorporated herein by reference is City Ordinance #2023-XX as it exists on the date the PDR is adopted by the City; and

WHEREAS, the Developer desires to develop the Property into a residential development (“Development”) pursuant to a Planned Density Residential Rezoning Request approved by the City's Board of Mayor and Aldermen on \_\_\_\_\_ with Ordinance #2025-XX (“PDR”), subject to the City and the Developer entering into this Agreement; and

WHEREAS, development of the Development will increase traffic in and around the same; and

WHEREAS, to facilitate any necessary improvements, in addition to all other rules, regulations ordinances and law with which the Developer must comply, and as an

additional condition for obtaining certificates of occupancy as described herein, the Developer agrees to comply with the requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the receipt and sufficiency of which the parties' contract, covenant, and agree as follows:

1. Dedication of Right-of-Way.

1.1 On the applicable final plat for the Development, the Developer shall dedicate to the City (a) on a temporary basis those temporary easements as necessary to construct any improvements and (b) on a permanent basis that land as permanent right-of-way, which land shall be conveyed to the City in fee simple and free and clear of all liens and encumbrances.

2. Phases. The Development may be phased as needed. No specific financial contributions are required beyond standard fees.

3. All homes will be for sale and not built to rent.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the independent right in its sole judgment to sell, assign or transfer their rights and obligations under Agreement, in whole or in part, to a related or unrelated third-party without the City's consent. If the Developer sells, assigns or transfers all or any portion of its rights, remedies, covenants, and obligations under this Agreement, (a) all such rights, remedies, covenants and obligations of that Developer, whether arising before or after such sale, assignment or transfer, shall be fully binding upon and inure to the benefit of such Developer's buyer(s), assignee(s), or transferee(s) and (b) that Developer shall be released and discharged from all covenants and obligation under this Agreement and the remaining parties shall look solely to that Developer's buyer(s), assignee(s), or transferee(s) for the performance thereof. If the Developer sells, assigns or transfers all or any portion of their rights, remedies, covenants, and obligations under this Agreement, that Developer shall provide City written notice of the same within 10 days of the closing of the sale, assignment or transfer, and said notice shall include the name(s) and address(es) of the buyer(s), assignee(s), or transferee(s).

5. No Government Limitation. This Agreement between Developer and the City shall not be construed to bind any agency or instrumentality of federal, state, county or

municipal government in the enforcement of any regulation, code or law under its jurisdiction.

6. Federal, State and Local Requirements. Developer is responsible for full compliance with all applicable federal, state, county and municipal laws, rules and regulations.
7. Non-Reliance of Parties. The parties hereto explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
8. Distinction from Regulatory Authority of the City. The parties understand and agree that this Agreement does not and shall not be construed to indicate or imply that the City, acting as regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the Development.
9. Indemnification and Hold Harmless. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Developer. Developer shall indemnify and hold harmless the City, its officers, agents and employees from:

8.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Developer, its officers, employees and/or agents, including sub or independent contractors, in connection with the performance of the Agreement.

8.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Developer, its officers, employees and/or agents, including sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws; and

8.3. Developer shall pay the City any expenses incurred as a result of Developer's failure to fulfill any obligation in a professional and timely manner under this Agreement.

9. Incorporation of Agreement in PDR. The Developer shall amend the concept plan for the PDR to include compliance with this Agreement as a condition pursuant to Section 5.052.6 of the City's zoning ordinance.

10. Force Majeure. In the event any unforeseen matter or condition beyond the reasonable control of a party, such as, but not limited to war, public emergency or calamity, fire, earthquake, flood, severe weather conditions, act of God, strikes or labor disturbances, civil disturbances or riots, pandemic, or any governmental

restriction, prevent or delay performance of this Agreement, in whole or part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party whose performance is affected shall notify the other party within ten (10) days after its actual knowledge of commencement of such occurrence of the event.

11. Remedies. In the event of a default in the performance of this Agreement by any party, the other parties shall have all rights, remedies, and obligations available under applicable law. Provided, however, notwithstanding anything in this Agreement or the PDR to the contrary: (a) no default in the performance of this Agreement by any party will rescind or repeal the City's approval of the PDR, and (b) this Agreement does not obligate the City to grant any approval or permit for the Development that it otherwise would not be required by law to grant, nor does this Agreement excuse or waive the Developer obligation to comply with applicable law. In the event the PDR or this Agreement is held to be invalid by a trial court of competent jurisdiction, the City shall appeal the trial court's judgment to the state or federal (as applicable) court of appeals, but the City is not obligated to seek a stay of the trial court's judgment, and the Developer agrees that they will not take any action in furtherance of developing the Development pending the decision of the court of appeals. If the aforementioned trial court judgment is affirmed by the court of appeals, this Agreement and the PDR shall be deemed null and void ab initio.

12. Notice. Any notice to be given hereunder by any party to any other party shall be in writing and shall be delivered by personal delivery, including messenger service or overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery at the address specified below, but each party may change its address by written notice given to the other in accordance with this paragraph.

To the City: City of La Vergne c/o City Administrator 5093 Murfreesboro Road La Vergne, TN 37086

To the Developer: KMC Land, LLC 6700 Tower Circle Franklin, TN 37067

13. Choice of Law, Choice of Venue. This Agreement shall be interpreted in accordance with the laws of the state of Tennessee. In the event of litigation arising out of or relating to this Agreement, the exclusive forum for such litigation shall be in the

Chancery or Circuit Court for Rutherford County, Tennessee or the United States District Court for the Middle District of Tennessee.

14. Non-Waiver. No course of dealing between the parties and no delay or omission of any party in exercising any right arising from another party's default shall impair such right or be construed to be a waiver of a default. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. Signatures and Effective Date. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A signed copy of this Agreement shall be deemed an original for all purposes. This Agreement shall be effective on the last date it is signed and delivered by the parties as reflected beneath their signatures below ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the date(s) set forth below:

KMC Land, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LA VERGNE

By: \_\_\_\_\_

Jason Cole, Mayor

Date: \_\_\_\_\_

ATTEST:

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Bruce Richardson, City Recorder

Date: \_\_\_\_\_

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## ITEM REPORT

### Board of Mayor and Aldermen

Date: May 7, 2026

<b>Item #: 2.</b>	<b>Ordinance #2026-07</b> - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3, 3.03, 3.04 and 3.05 and Tax Map 29, Parcels 36, 37, 41.01 and 41.02. Property Consists of Approximately 101 Acres. Property Located on and Near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District.		
<b>Department:</b>	Planning	<b>Presented By:</b>	Bo Logan
<b>Item Attachments:</b>	1. Ordinance #2026-07		

#### Purpose:

This is an ordinance to rezone property located along Waldron Road and Blair Road from R-1 to PDR-R3.

#### Background:

Equitable Property Company is requesting approval of a concept plan and rezoning for South Waldron Road Mixed Use, a mixed use PDR to consist of 100.95 acres. The accompanying rezoning request would change the 100.95 acres from R-1 to R-3 PDR, Planned Density Residential Zoning District (High Density Residential).

The property is located along the west side of Waldron Road and south of Blair Road in the southern part of La Vergne. Furthermore, this site lies east of The Ridge subdivision. Arbor Ridge, under construction, is across Waldron Rd. A future connection point is shown to Blair Road West when it is completed. Directly across the street to the east (Arbor Ridge) of this site is zoned R-1 PDR. All the property to the south of this site is zoned R-1. Next door to this site, The Ridge is zoned R-1 and later phases R-2.

The purpose of the plan is to develop the property for construction of 877 dwelling units, up from the 614 that were approved in April last year with the first concept plan. The proposed dwelling units are to include single-family homes and multifamily units as well as 55+ living.

#### Financial Summary:

Revenues: The city should receive impact fees and property taxes from any development of the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

#### Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

## **ORDINANCE #2026-07**

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 32, PARCELS 3, 3.03, 3.04, AND 3.05 AND TAX MAP 29, PARCELS 36, 37, 41.01, AND 41.02. PROPERTY CONSISTS OF APPROXIMATELY 101 ACRES. PROPERTY LOCATED ON AND NEAR WALDRON ROAD AND BLAIR ROAD. CURRENT ZONING: R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: PDR-R3 (PLANNED DENSITY RESIDENTIAL WITH A HIGH DENSITY R-3 BASE) ZONING DISTRICT.

**WHEREAS**, a request has been made by Equitable Property Company, to rezone property located within the City of La Vergne; and

**WHEREAS**, the City of La Vergne Planning Commission, on February 24, 2026, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:**

**SECTION 1.** That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 32, Parcels 3, 3.03, 3.04, and 3.05 and Tax Map 29, Parcels 36, 37, 41.01, and 41.02 from a R-1 (Low Density Residential) Zoning District to a PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. This property consists of approximately 101 acres and is owned by the Industrial Development Board of the City of La Vergne, B & F Ventures, Michaels Homes, LLC, Randall W. Thomas Etux Amanda H who submitted application #ZR-2026-02 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

**SECTION 2. BE IT FURTHER ORDAINED**, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

**SECTION 3. BE IT FURTHER ORDAINED**, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

**LEGAL STATUS PROVISIONS**

Approved and certified by the Planning Commission:

\_\_\_\_\_ Chairman

\_\_\_\_\_ Date

Public Hearing Held: \_\_\_\_\_

Approved by the Mayor and Board of Aldermen:

\_\_\_\_\_ 1st Reading

\_\_\_\_\_ Jason Cole, Mayor

\_\_\_\_\_ 2nd Reading

ATTEST:

\_\_\_\_\_ Joshua Miller, City Recorder

Published in the Murfreesboro Post on \_\_\_\_\_.

**City of La Vergne, Tennessee**  
 5175 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 287-8702

**REZONING REQUEST APPLICATION**

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

**Request No.** ZR-2026-02  
 (Assigned by the City Recorder)

**Date Submitted:** 01/08/26

**SECTION 1 - Applicant Information** (Any Correspondence from the City will be addressed to the applicant.)

Property Owner       Purchaser of Property       Engineer       Trustee  
 Architect       Other: \_\_\_\_\_

Name: Land Deleot Phone #: 615-948-6807

Business: Equitable Property Co E-Mail: land@equitabletn.com

Address: 3201 Trevor St, Suite 200 Best Way to Contact: E-Mail

City: Nashville State: TN Zip: 37209 (Mail, E-Mail, Phone)

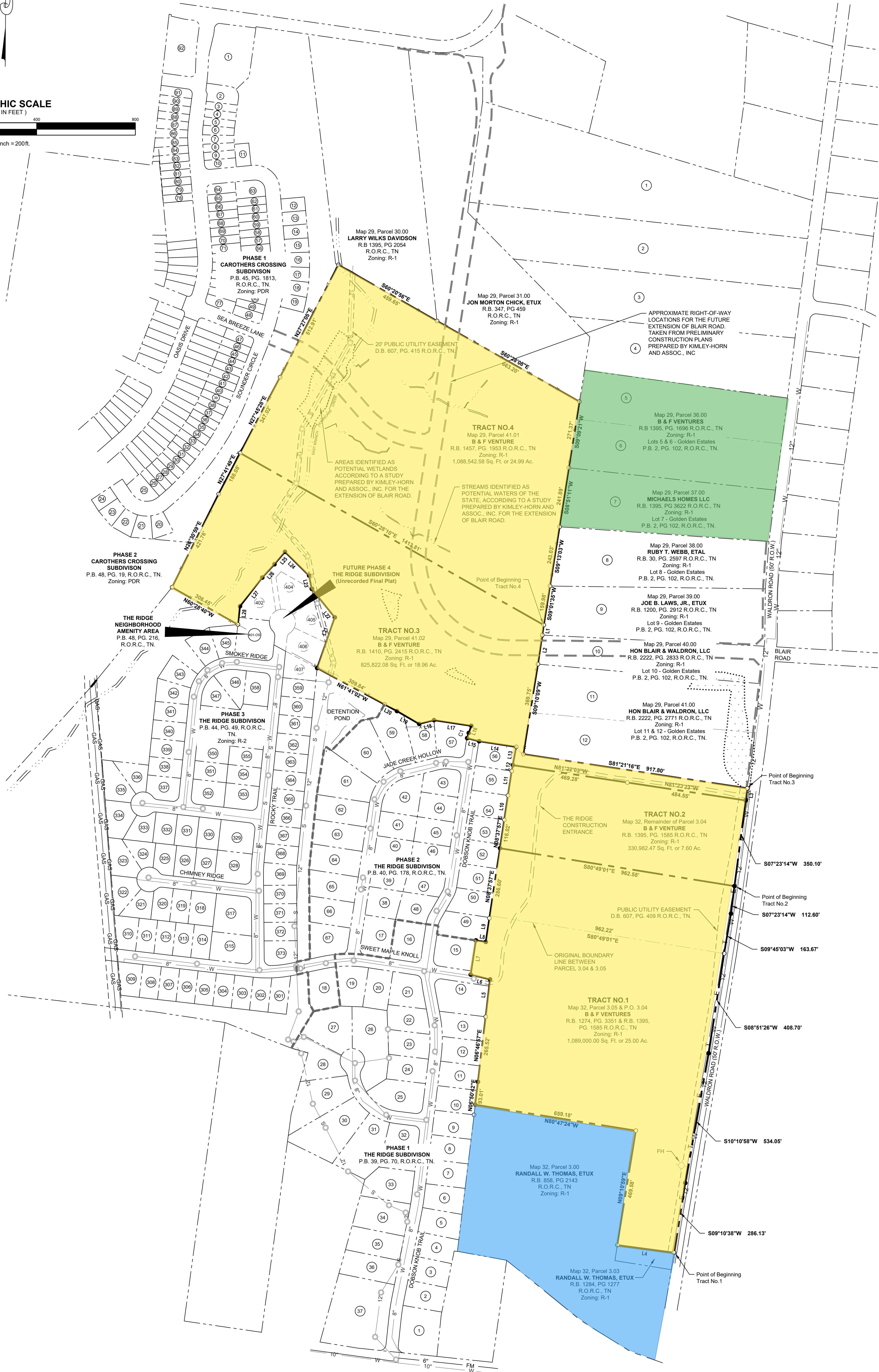
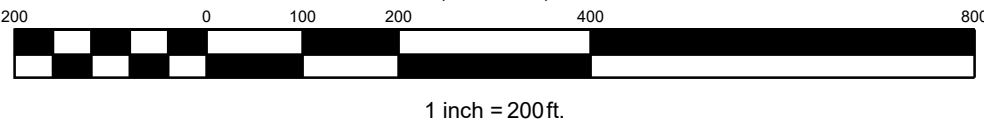
**SECTION 2 - Property Information for the Rezoning Request**

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
					Attached

\*\*\* Reason for Rezoning must be included on an attached sheet.

<b>Tax Map</b>	<b>Parcel(s)</b>	<b>Current Zoning District</b>	<b>Requested Zoning District</b>	<b># of Acres</b>	<b>Property Owner</b>
29	029-036.00-000	R1	PDR	7.40	FIRST FRUITS FOUNDATION TRUST
29	029-037.00-000	R1	PDR	4.26	MICHAELS HOMES LLC
29	029-041.01-000	R1	PDR	24.99	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
29	029-041.02-000	R1	PDR	18.96	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
32	032-003.00-000	R1	PDR	12.18	THOMAS RANDALL W ETUX AMANDA H
32	032-003.03-000	R1	PDR	0.40	THOMAS RANDALL W ETUX AMANDA H
32	032-003.04-000	R1	PDR	7.60	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
32	032-003.05-000	R1	PDR	25.00	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE

**GRAPHIC SCALE**  
(IN FEET)



Line #	Direction	Length
L1	S08° 58' 31" W	41.20'
L2	S08° 21' 17" W	118.97'
L3	S08° 00' 17" W	49.68'
L4	N82° 23' 01" W	231.77'
L5	N06° 41' 29" E	152.28'
L6	N76° 05' 41" W	80.86'
L7	N08° 39' 15" E	140.13'
L8	S81° 19' 11" E	40.45'
L9	N08° 37' 55" E	97.36'
L10	N08° 40' 09" E	100.00'


Line #	Direction	Length
L11	N08° 40' 47" E	100.02'
L12	N10° 34' 07" E	24.56'
L13	N10° 34' 07" E	75.13'
L14	N81° 21' 20" W	152.03'
L15	N75° 21' 15" W	50.00'
L16	N19° 38' 48" E	30.73'
L17	N81° 21' 20" W	152.82'
L18	S75° 52' 06" W	62.10'
L19	N60° 00' 51" W	103.94'
L20	N61° 35' 37" W	57.19'

Line #	Direction	Length
L21	N19° 12' 08" E	217.46'
L22	N38° 56' 35" W	148.60'
L23	N11° 21' 07" W	54.97'
L24	N45° 31' 30" W	137.19'
L25	S40° 12' 09" W	65.87'
L26	S42° 34' 30" W	72.93'
L27	S37° 43' 40" W	146.97'
L28	S06° 41' 10" W	74.83'

Curve #	Radius	Length	Chord Direction	Chord Length
C1	250.00'	21.82'	N17° 06' 47" E	21.81'

Project Name: Twining Station  
Project Address: Not Assigned - Approx west side of Waldron Rd north of Lake Rd  
Existing Land Use: Vacant Land & Single Family Homes  
Proposed Land Use: Mixed Use Planned Development  
Total Acreage of Project / Rezoning: ±101 acres

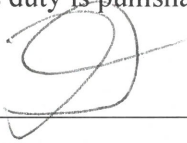
The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature:  Date: 1/8/26

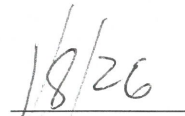
## Certification Statement

I hereby certify that Randall Thomas is the owner of the property located at 926 & 930 Waldron Rd which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser and developer, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken heron being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.



\_\_\_\_\_  
Signature

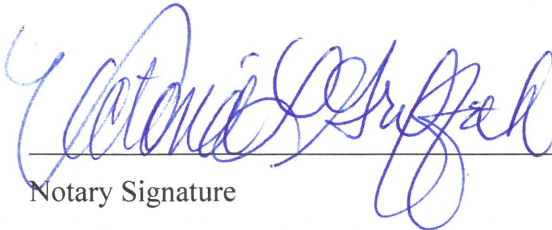


\_\_\_\_\_  
Date


Land Deleot, President

\_\_\_\_\_  
Printed Name and Title

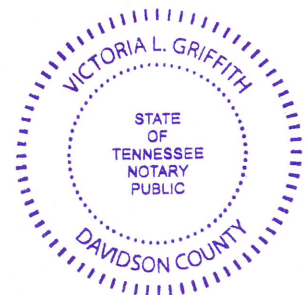
**Note:** A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.



\_\_\_\_\_  
Notary Signature



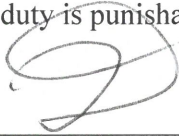
\_\_\_\_\_  
Date



## Certification Statement

I hereby certify that B&F Ventures & Michaels Homes is the owner of the property located at 774 Waldron Rd & Parcel to the North which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser & developer, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken heron being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date

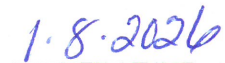
Land Deleot, President

\_\_\_\_\_  
Printed Name and Title

**Note:** A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.



\_\_\_\_\_  
Notary Signature



\_\_\_\_\_  
Date



## Certification Statement

I hereby certify that INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE is the owner of the property located at Approx West Side of Waldron Rd at Blair Rd which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser & developer, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken heron being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.



\_\_\_\_\_  
Signature

1/8/26  
Date

Land Deleot, President

Printed Name and Title

**Note:** A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.



\_\_\_\_\_  
Notary Signature

1-8-2026  
Date

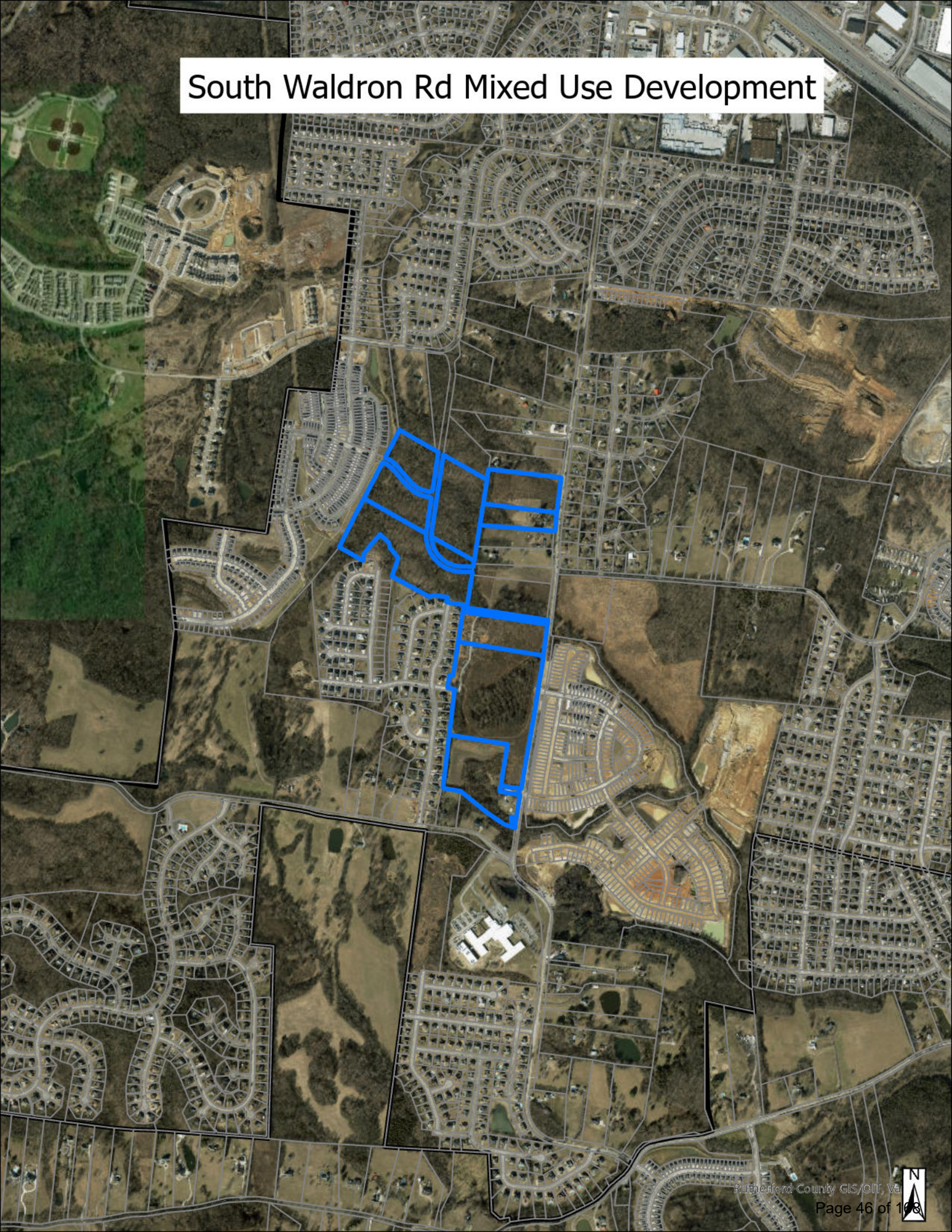


City of La Vergne Planning Department  
5175 Murfreesboro Road  
La Vergne, TN 37086  
Phone: 615-287-8702 Fax: 615-213-8692

# South Waldron Rd Mixed Use Development



# South Waldron Rd Mixed Use Development





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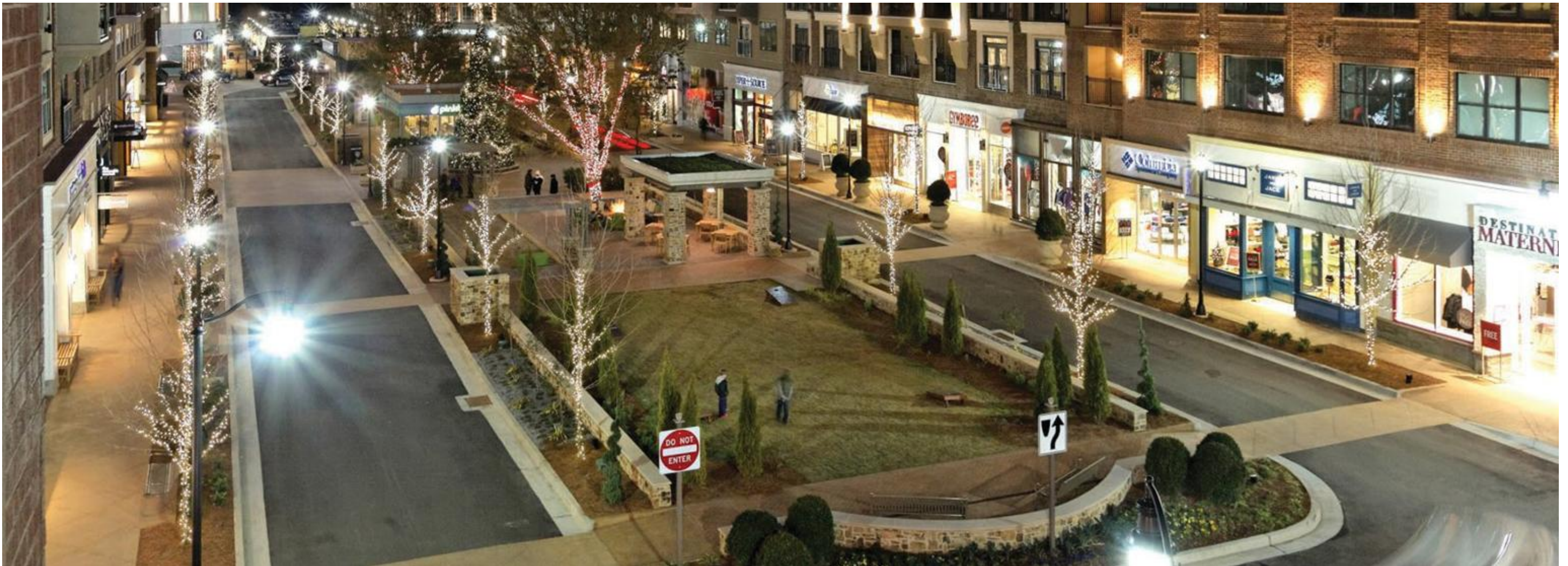
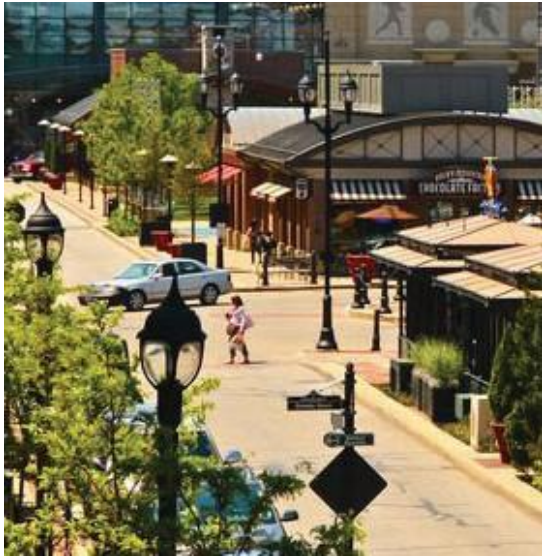






# SOUTH WALDRON ROAD MIXED USE DEVELOPMENT CITY OF LA VERGNE, TN

A REQUEST TO UPDATE THE PREVIOUSLY APPROVED PDR TO INCLUDE ADDITIONAL PARCELS AND RESULTING SITE PLAN UPDATE



# PROJECT VISION

The proposed South Waldron Mixed-Use Development encompasses approximately 101 acres and is designed to establish a vibrant, integrated community that harmonizes residential, commercial, and recreational elements. The master-planned development will feature a balanced mix of housing, retail, and open spaces, fostering pedestrian connectivity and long-term growth potential. This project is positioned to become a key destination for living, working, shopping, and leisure, attracting both local and national interest. The development team proposes to amend the original PDR by adding parcels B (12.55 acres) & C (11.85 acres) as further defined below.

## Rezoning Request & Site Plan

The subject property is strategically located along Waldron Road, with direct integration into the planned Blair Road Extension. To accommodate the proposed development, we seek rezoning from Low-Density Residential (R-1) to a PDR to support a diverse range of residential and commercial uses. Approximately 4 acres of the original IDB property has been allocated for road infrastructure improvements, ensuring enhanced connectivity with the city's broader transportation network. In addition, the PDR includes ±2 acres graded and donated to the City of LaVergne for a fire hall.

## Residential Components

This private development shall include a mix of single family, multi-family, townhomes, and 55+ residential with open, gated and access control communities. All connected by both trail and road access through the full development.

**Active Adult (Parcel C)** – A cohesive for-rent community offering continuum of care with 8 Townhomes, 28 Villas, and 140 active adult units. The community will feature extensive common facilities including dining, gathering spaces, clubhouse, indoor pool, and fitness center. (A deeded restriction for residents 55 and older)

**Residential** – A mix of gated and controlled access single family townhome, and multi family buildings.

- 16 single family lots featuring 50% percent masonry exteriors and options for front-entry or alley loaded garages ensuring architectural consistency.

- **Multifamily Residences (Parcels A)** – The residential and pedestrian- friendly section will feature 330 units within three- to four-story buildings, offering a mix of on-street, surface, garage, and carport parking for resident convenience. Additionally, the commercial and mixed-use portion of the development will include 258 units, integrating residential living with retail and office spaces for a dynamic, walkable community.

- **Townhomes** – 42 units with 50% percent masonry exteriors and options for front-entry or alley loaded garages ensuring architectural consistency.

**55+ Single Family and Townhomes**– The Southern end of the development connected by trail and road is exclusively 55+ for sale residences. The section will include 27 Single-story single-family homes and 28 accessible townhomes all with garage and off-street parking. The community will be pedestrian friendly and anchored by an amenity center and outdoor communal space.

All residential units will feature 50 % masonry exteriors, foundation landscaping, and sod in the primary and secondary front yards.

## Town Center & Retail Spaces

At the heart of the development, the Town Center will serve as a pedestrian-friendly hub, integrating retail, dining, and community gathering spaces.

- **Retail / Office** – 160,741 square feet of scale retail space, strategically positioned on out parcels and along the central median to maximize visibility and accessibility. Pursuant to Section 5.052.6, we are requesting an exception to the 3,000-square-foot limit on individual retail spaces. Based on current market demand, projected tenant needs, and leasing interest, retail tenant spaces will exceed 3,000 square feet. Granting this exception will ensure alignment with market conditions and support the economic viability and long-term success of the development.

- **Grocery Store** – A ±54,954 square-foot grocery store to serve both residents and the surrounding community.

- **Sidewalk & Trail Connectivity** – Pedestrian access will be prioritized through an interconnected network of walkways and mulched walking trails, seamlessly linking retail, dining, and residential areas.

- **Vibrant Streetscape** – Designed to promote foot traffic, featuring dining terraces and retail frontages, fostering an active and engaging environment for both residents and visitors.

- **Amenities & Open Spaces** - Approximately 25% of the total site is dedicated to open space, ensuring a high quality of life for residents and visitors. These areas will include Pocket Parks & Village Greens – Strategically distributed throughout the development to provide accessible green spaces.

**Amenity Center** – A central clubhouse with a pool, sun deck, playgrounds, and fire pits, fostering a sense of community.

**Trail System** – Designed to complement natural tributaries, providing scenic walking and biking opportunities while ensuring connectivity across the development.

**Creeks** - Restoration of the creeks creating natural buffer areas throughout the site.

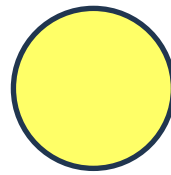
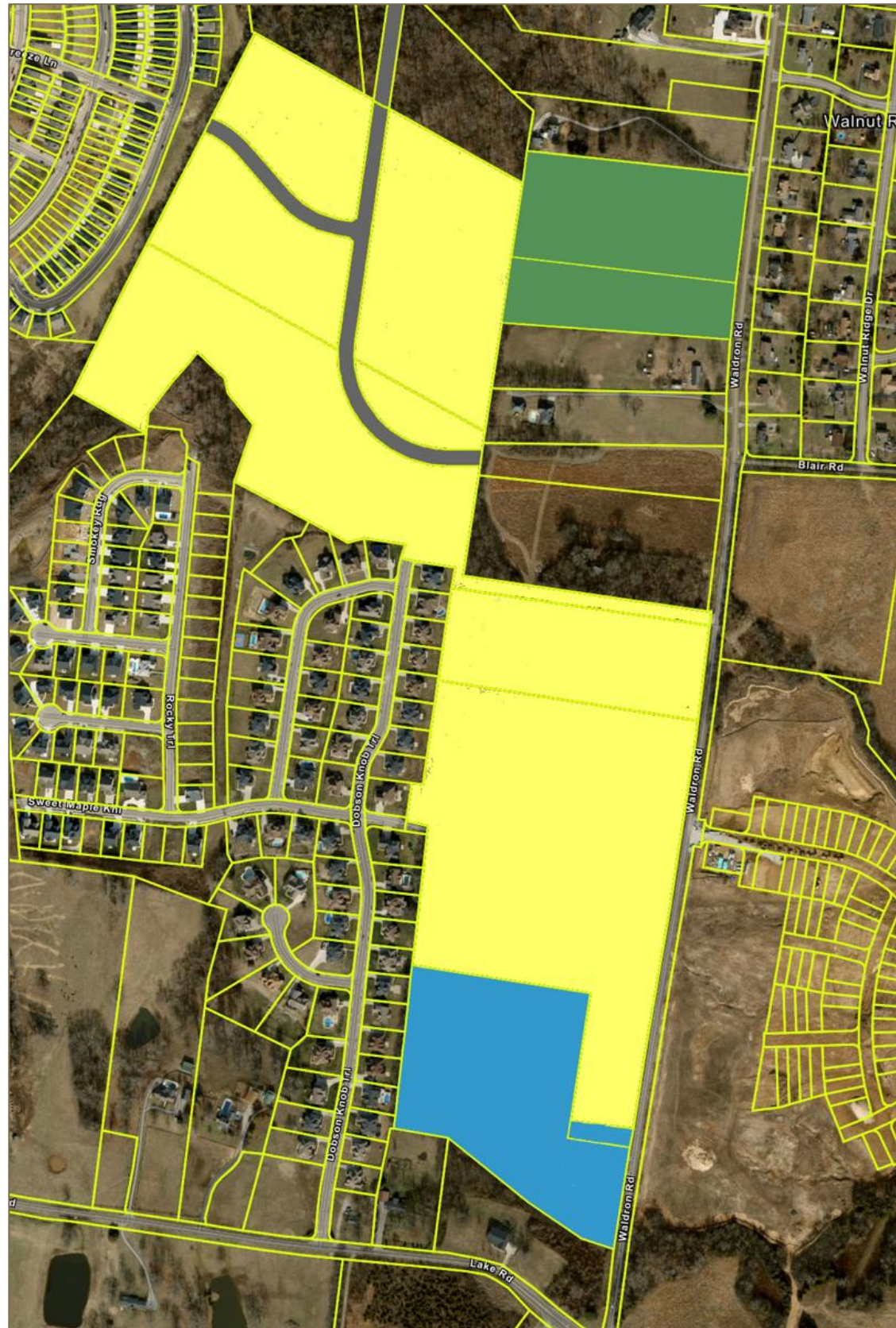
## Community Oversight & Maintenance

In this private community, Residential and Commercial Homeowners Association (HOA) will be established to oversee the following:

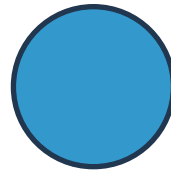
- Common area maintenance
- Primary entrance aesthetics and upkeep
- Signage regulations to maintain cohesive branding and architectural consistency
- Bylaws and Restrictive Covenants have been submitted for review to the City of La Vergne (April 30, 2026).

This rezoning request is critical to achieving the envisioned mixed-use development, which will increase housing diversity, enhance economic vitality, and strengthen the community's overall infrastructure.

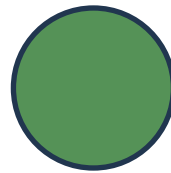
## DEVELOPMENT VISION



Original IDB Parcels  
76.55 Acres



New Parcel B  
12.55 Acres



New Parcel C  
±11.85 Acres

OVERALL SITE PLAN

South Waldron Site represents versatile commercial properties designed to serve a wide range of business needs and community services providing convenience and connectivity. With thoughtfully planned infrastructure, ample parking, and enhanced landscaping, the site is ideal for businesses seeking a dynamic location with easy access and sustainable design with the goal to provide a well-integrated and sustainable environment for businesses to thrive.

- **Diverse Business Potential:** Approved uses include retail, food and beverage, professional services, animal care, daycare, medical services, and more.
- **Strategic Accessibility:** Located along Waldron and Blair Roads, featuring pedestrian and vehicular connections for easy access.
- **Sustainable & Aesthetic Design:** Includes foundation planting, architectural details, and landscaping that enhance property value and appeal.
- **Functional & Safe Spaces:** Compliance with safety standards, solid waste management, and the latest in stormwater systems.
- **Modern Signage and Lighting:** Exterior illumination aligned with La Vergne's zoning standards and lighting ordinance.
- **Building Design:** Up to 4 stories with architectural enhancements such as base differentiation and main entry articulation.
- **Landscaping & Screening:** Landscape screening for parking, perimeter edge screening, and foundation planting around buildings.
- **Parking & Accessibility:** Setbacks of 10 feet from rights-of-way, shared parking options, and connectivity with nearby roads.
- **Waste & Utilities Management:** Private solid waste collection, screened equipment, and shared drainage and parking maintenance by an owners' association where applicable.
- **Community Safety:** Donation of land for a new fire department, an essential resource for La Vergne. The new fire station will serve the growing community's needs. Located within close proximity to both residential and commercial zones, this new facility will bolster emergency response capabilities, benefiting residents, businesses, and surrounding neighborhoods alike.

DEVELOPMENT COMPONENTS



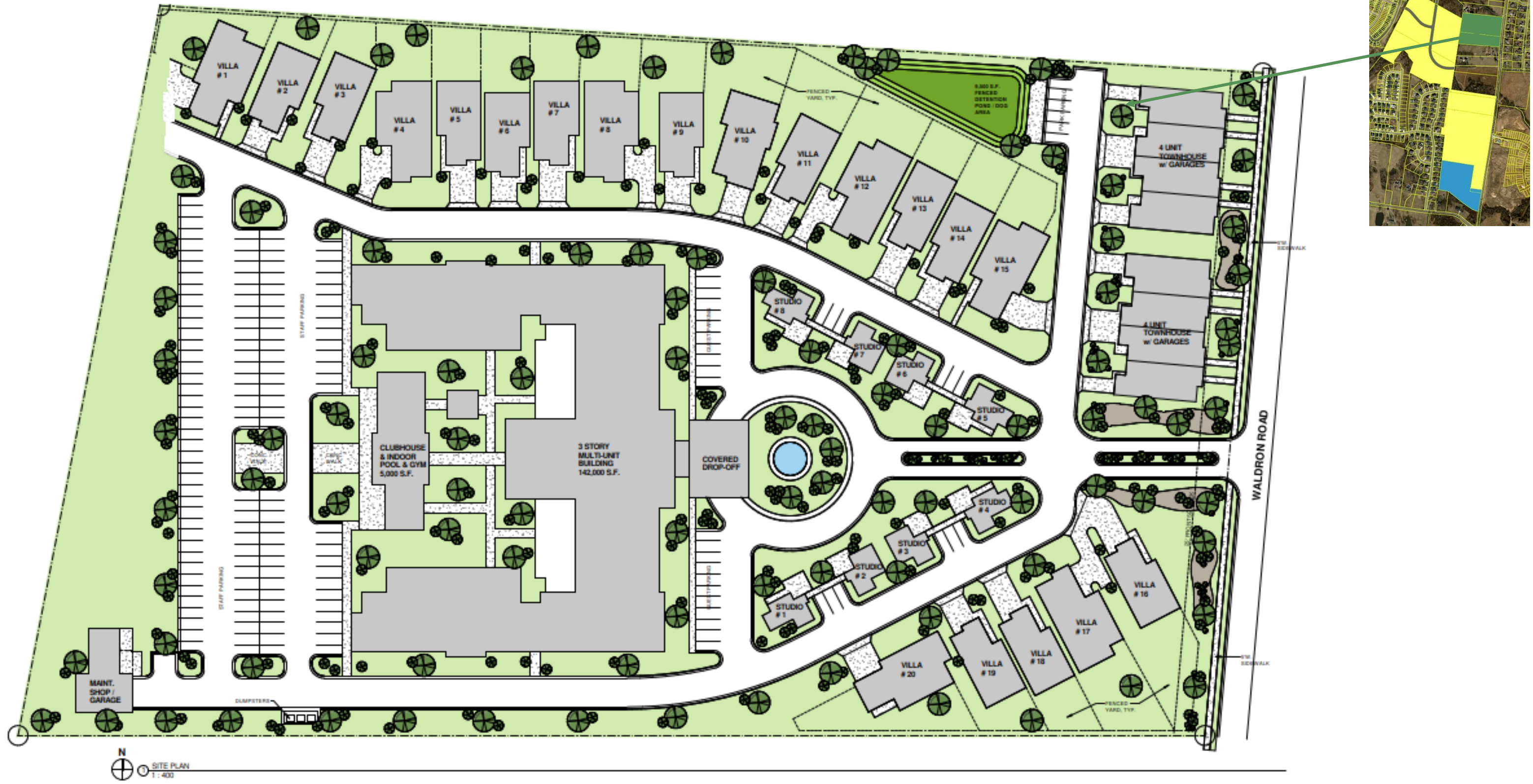
ACTIVE ADULT

RESIDENTIAL

MIXED USE

55+

# ACTIVE ADULT | UNIT LAYOUT



# ACTIVE ADULT | UNIT COUNT

Multi Family Active Adult					
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF
Studio	20.00%	28	622	17,416	13.47%
One Bedroom	45.00%	63	726	45,738	35.37%
Two Bedroom	25.00%	35	1,350	47,250	36.54%
XL - Large 2 BR / 3 BR	10.00%	14	1,350	18,900	14.62%
	<b>100.00%</b>	<b>140</b>		<b>129,304</b>	

Gross SF Factor	1.25
Project Gross SF	161,630
Parking Total	162

Villa Active Adult						
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF	Parking
Studio: 1 BR / 1.5 BA	28.57%	8	1,100	8,800	22.68%	12
Cottage Units: 2 BR / 2 BA	71.43%	20	1,500	30,000	77.32%	2 car garage + driveway
	<b>100.00%</b>	<b>28</b>		<b>38,800</b>		<b>12</b>

Townhome Active Adult						
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF	Estimated Parking
Townhome: 2 BR / 2 BA	100.00%	8	1,300	10,400	100.00%	1-2 car garage + driveway
	<b>100.00%</b>	<b>8</b>		<b>10,400</b>		

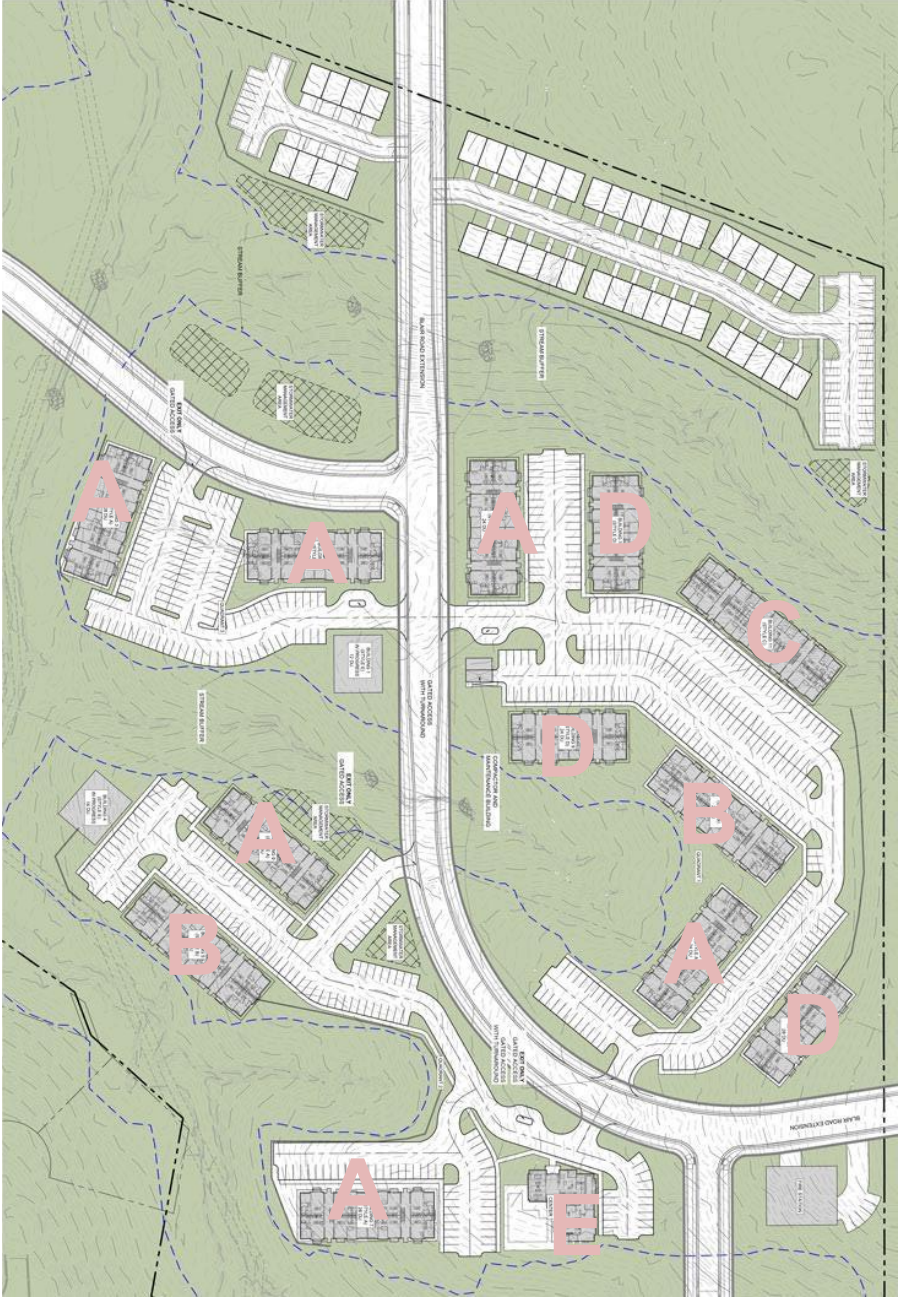
Amenities	SF
Indoor Pool / Fitness Center	5,000
Maintenance Building	2,000
	<b>7,000</b>

Total Phases		One Bedroom	Two Bedroom	Three Bedroom	Total	
Multifamily	Units	99	63	14	176	
	Unit Mix	56.25%	35.80%	7.95%	100.00%	Average Unit SF
	Total Gross SF	87,743	99,463	23,625	217,830	1014.23
	Total Net SF	71,954	87,650	18,900	178,504	
Parking				174		





# RESIDENTIAL



CENTRAL AMENITY CENTER - E

NORTHERN PARCEL | ENLARGED SITE PLAN



BUILDING STYLE - A



BUILDING STYLE - B



BUILDING STYLE - C



BUILDING STYLE - D



# RESIDENTIAL - COUNT



<b>Single Family</b>									
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	Gross (Net+Garage)	Gross SF	% of Total SF	Parking Ratio	Estimated Parking
Single Family	38.10%	16	2,920	46,720	3,400	54,400	41.85%	2.00	32.00
	<b>38.10%</b>	<b>16</b>		<b>46,720</b>		<b>54,400</b>			<b>32</b>

<b>Townhomes</b>									
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	Gross (Net+Garage)	Gross SF	% of Total SF	Parking Ratio	Estimated Parking
Townhome	100.00%	42	2,658	111,636	3,138	131,796	100.00%	3.00	126.00
	<b>100.00%</b>	<b>42</b>		<b>111,636</b>		<b>131,796</b>			<b>126</b>

<b>Multifamily Quadrant 1</b>									
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	Gross	Gross SF	% of Total SF	Parking Ratio	Estimated Parking
One Bedroom	63.95%	110	738	81,180	820	90,200	55.73%	1.62	178.20
Two Bedroom	36.05%	62	1,040	64,480	1,135	70,370	44.27%	1.62	100.44
	<b>100.00%</b>	<b>172</b>		<b>145,660</b>		<b>160,570</b>			<b>279</b>

<b>Multifamily Quadrant 2</b>									
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	Gross	Gross SF	% of Total SF	Parking Ratio	Estimated Parking
One Bedroom	23.26%	40	738	29,520	820	32,800	20.27%	1.72	68.80
Two Bedroom	31.40%	54	1,040	56,160	1,135	61,290	38.56%	1.72	92.88
	<b>54.65%</b>	<b>94</b>		<b>85,680</b>		<b>94,090</b>			<b>162</b>

<b>Multifamily Quadrant 3</b>									
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	Gross	Gross SF	% of Total SF	Parking Ratio	Estimated Parking
One Bedroom	22.09%	38	738	28,044	820	31,160	19.25%	1.63	61.94
Two Bedroom	15.12%	26	1,040	27,040	1,135	29,510	18.56%	1.63	42.38
	<b>37.21%</b>	<b>64</b>		<b>55,084</b>		<b>60,670</b>			<b>104</b>

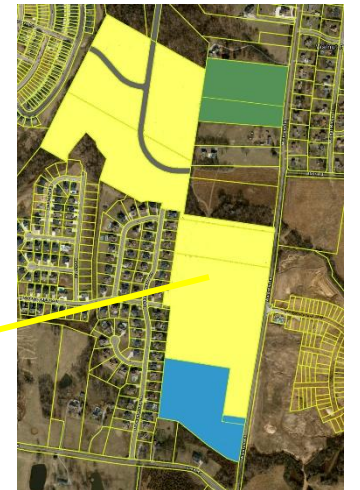
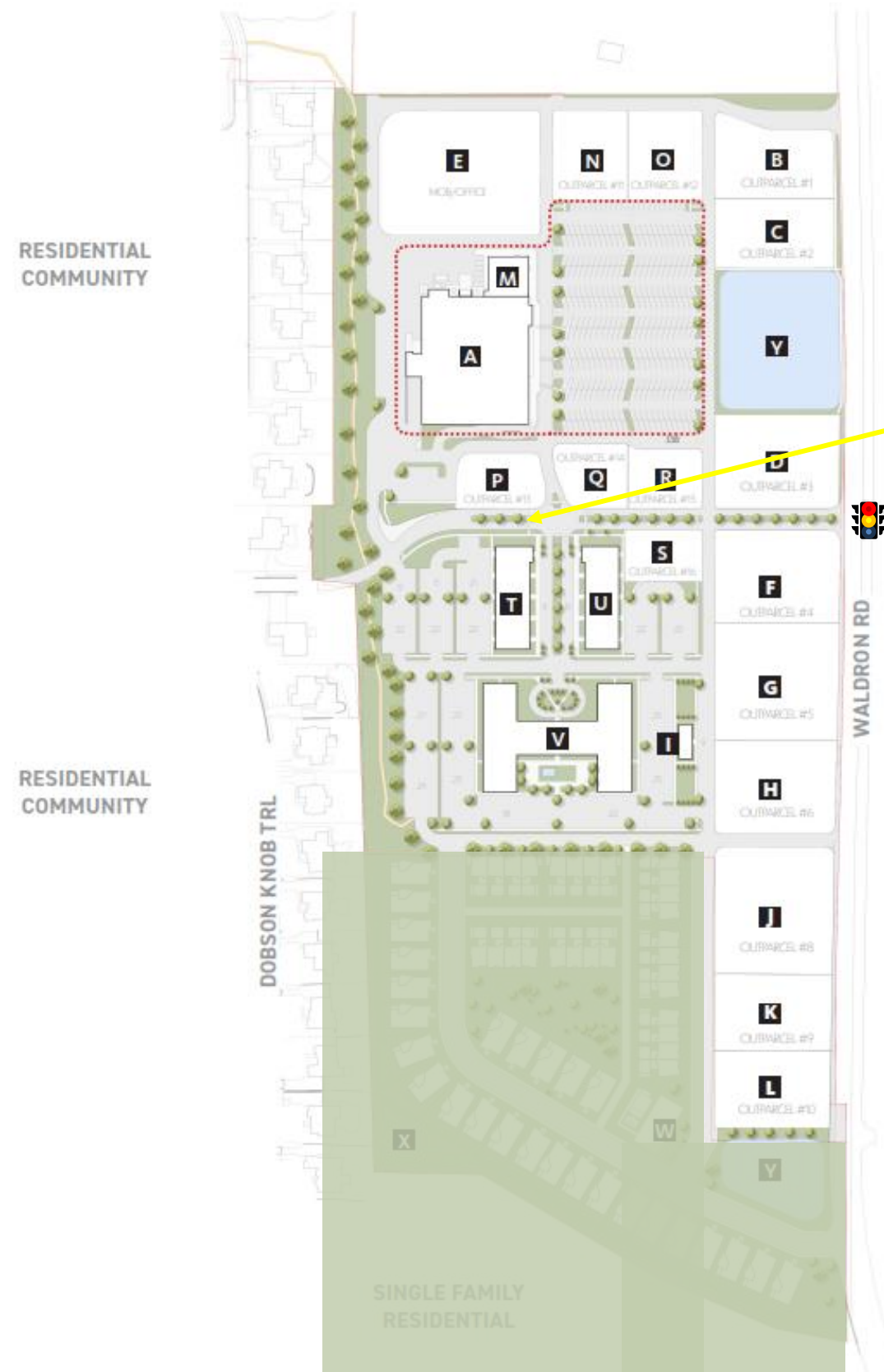
Amenities	SF
Fire Station	6,000
Amenity Center	5,416
	<b>11,416</b>

<b>Total Phases</b>		Townhome	Single Family	One Bedroom	Two Bedroom	Total	
<b>Multifamily</b>	Units	42.00	16.00	188.00	142.00	<b>388.00</b>	
	Unit Mix	10.82%	4.12%	48.45%	36.60%	<b>100.00%</b>	
	Total Gross SF	131,796	54,400	154,160	161,170	<b>512,942</b>	<b>Average Unit SF</b>
	Total Net SF	111,636	46,720	138,744	147,680	<b>444,780</b>	<b>1322.02</b>
<b>Parking</b>		126.00	32	308.94	235.70	<b>702.64</b>	

# MIXED USE - LAYOUT

## PROGRAM

- |                                         |                                                                                           |
|-----------------------------------------|-------------------------------------------------------------------------------------------|
| <b>A.</b> PROPOSED GROCER<br>54,954 gsf | <b>N.</b> OUTPARCEL #11<br>0.55 acres                                                     |
| <b>B.</b> OUTPARCEL #1<br>0.71 acres    | <b>O.</b> OUTPARCEL #12<br>0.55 acres                                                     |
| <b>C.</b> OUTPARCEL #2<br>0.68 acres    | <b>P.</b> OUTPARCEL #13<br>0.39 acres                                                     |
| <b>D.</b> OUTPARCEL #3<br>0.96 acres    | <b>Q.</b> OUTPARCEL #14<br>0.36 acres                                                     |
| <b>E.</b> MOB/OFFICE<br>1.63 acres      | <b>R.</b> OUTPARCEL #15<br>0.36 acres                                                     |
| <b>F.</b> OUTPARCEL #4<br>0.95 acres    | <b>S.</b> OUTPARCEL #16<br>0.33 acres                                                     |
| <b>G.</b> OUTPARCEL #5<br>1.19 acres    | <b>T.</b> RETAIL & MULTIFAMILY<br>4 levels<br>12,596 gsf retail<br>37,788 gsf multifamily |
| <b>H.</b> OUTPARCEL #6<br>0.92 acres    | <b>U.</b> RETAIL & MULTIFAMILY<br>4 levels<br>12,596 gsf retail<br>37,788 gsf multifamily |
| <b>I.</b> JEWEL BOX #7<br>1,625 gsf     | <b>V.</b> MULTIFAMILY<br>4 levels<br>143,480 gsf multifamily                              |
| <b>J.</b> OUTPARCEL #8<br>1.22 acres    | <b>W.</b> CLUBHOUSE AMENITY                                                               |
| <b>K.</b> OUTPARCEL #9<br>0.73 acres    | <b>X.</b> RESIDENTIAL (55+)                                                               |
| <b>L.</b> OUTPARCEL #10<br>0.72 acres   | <b>Y.</b> STORMWATER RETENTION                                                            |
| <b>M.</b> RETAIL<br>5,600 gsf           |                                                                                           |



# MIXED USE - COUNTS

Multi Family Unit Mix							
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF	Parking Ratio	Estimated Parking
Studio	10.00%	21	610	12,772	7.29%	1.00	20.94
One Bedroom	35.00%	73	720	52,762	30.11%	1.00	73.28
Two Bedroom	45.00%	94	920	86,680	49.46%	1.50	141.33
Three Bedroom	10.00%	21	1,100	23,031	13.14%	2.00	41.87
	<b>100.00%</b>	<b>209</b>		<b>175,245</b>			<b>277.42</b>

Gross SF Factor	1.25
Project Gross SF	219,056.00
Projected Unit Count	209



Mixed Use Summary						
Level	Building 2	Building 4	Building 5	Building 6	Building 7	Total SF
1st Floor	-	-	0	0	29,870	29,870
2nd Floor	-	-	12,596	12,596	35,870	61,062
3rd Floor	-	-	12,596	12,596	35,870	61,062
4th Floor	-	-	12,596	12,596	35,870	61,062
Amenities	-	-	0	0	6,000	6,000
<b>Total Multi Family</b>	-	-	<b>37,788</b>	<b>37,788</b>	<b>143,480</b>	<b>219,056</b>

Level	Building 2	Building 4	Building 5	Building 6	Building 7	Building 7a	Building 7b	Total SF
1st Floor Retail	12,596	12,596	-	-	-	-	-	25,192
2nd Floor Office	15,360	15,360	-	-	-	-	-	30,720
<b>Total</b>	<b>27,956</b>	<b>27,956</b>	-	-	-	-	-	<b>55,912</b>

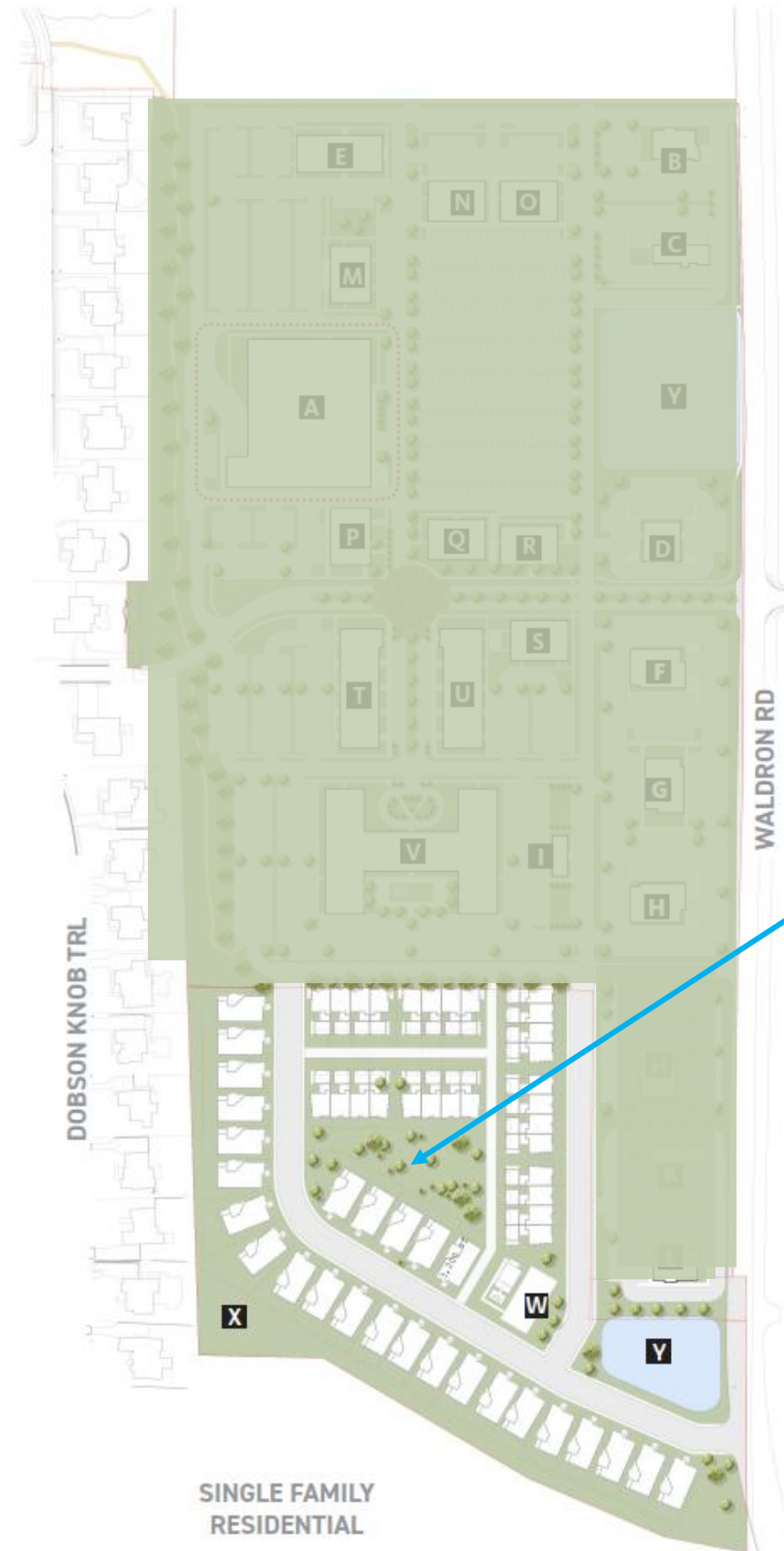
Retail	Grocer	M	N	O	P	Q	R	S	Total SF
Gross SF	54,954	5,600	6,000	6,000	6,000	6,000	6,000	6,000	96,554

Outparcel	1	2	3	4	5	6	7	8	9	10	Total SF
Planned Use	Full-Service	FF   Coffee	Retail	Retail	Retail	Retail	Jewel Box	Retail	Retail	Retail	
Gross SF	3,575	2,905	4,000	5,470	5,470	5,470	1,625	4,000	2,905	3,575	38,995

<b>Retail Total</b>	<b>160,741</b>
1st Floor Retail	25,192
Retail	96,554
Outparcel	38,995

<b>Office Total</b>	<b>30,720</b>				
<b>Multifamily Total</b>	<b>219,056</b>	Unit Count	Gross SF/Unit	Efficiency Factor	Avg. Net Rentable
Multifamily	Info	209	1046	0.82	858
<b>Parking Total</b>	<b>1,512</b>	SF Base	Spaces per 1,000 SF		
Parking	Info	410,517.00	3.7		

# 55+ | LAYOUT



# 55+ | UNIT COUNT

Multi Family Active Adult					
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF
Studio	0.00%	0	622.00	0	0.00%
One Bedroom	0.00%	0	726.00	0	0.00%
Two Bedroom	0.00%	0	1,350.00	0	0.00%
XL - Large 2 BR / 3 BR	0.00%	0	1,350.00	0	0.00%
	<b>0.00%</b>	<b>0</b>		<b>0</b>	

Gross SF Factor	1.25
Project Gross SF	0
Parking Total	0

Single Family 55+						
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF	Parking
Single Family	100.00%	27	3,200.00	86,400	100.00%	Garage and driveway
	<b>100.00%</b>	<b>27</b>		<b>86,400</b>		

Townhome 55+						
Unit Type	% Mix	Unit Count	Net Rentable	Total Net Rentable	% of Total SF	Estimated Parking
Townhome	100.00%	28	2,100.00	58,800	100.00%	Garage and driveway
	<b>100.00%</b>	<b>28</b>		<b>58,800</b>		

Amenities	SF
Amenities	5,000.00
	<b>5,000.00</b>

Total Phases		Single Family	Townhome	Total	
Multifamily	Units	27	28	55	Average Unit SF 2640.00
	Unit Mix	49.09%	50.91%	100.00%	
	Total Gross SF	86,400	58,800	145,200	
	Total Net SF	86,400	58,800	145,200	
Parking				0.00	



# COMBINED DEVELOPMENT SUMMARY

Northern 55+ Parcel: For Rent							
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Multifamily Active Adult	79.55%	140	924	129,304	72.44%	161,630	162
Villa Active Adult	15.91%	28	1,386	38,800	21.74%	38,800	12
Townhome Active Adult	4.55%	8	1,300	10,400	5.83%	10,400	0
Amenities	0.00%	0	0	0	0.00%	7,000	0
	<b>100.00%</b>	<b>176</b>		<b>178,504</b>		<b>217,830</b>	<b>174</b>

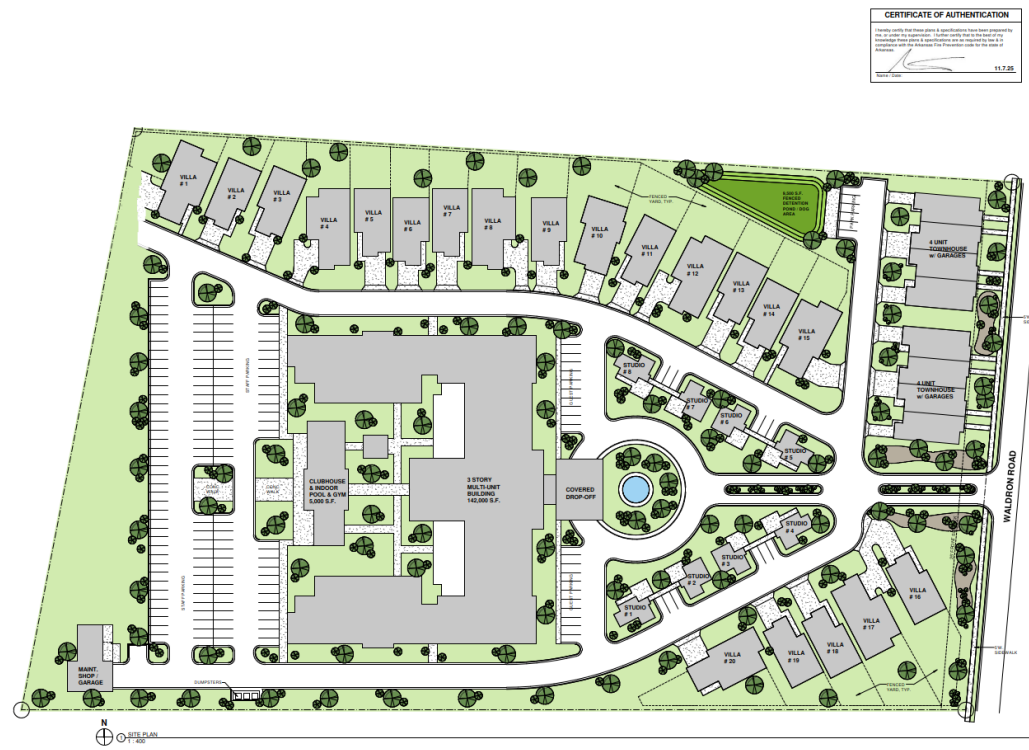
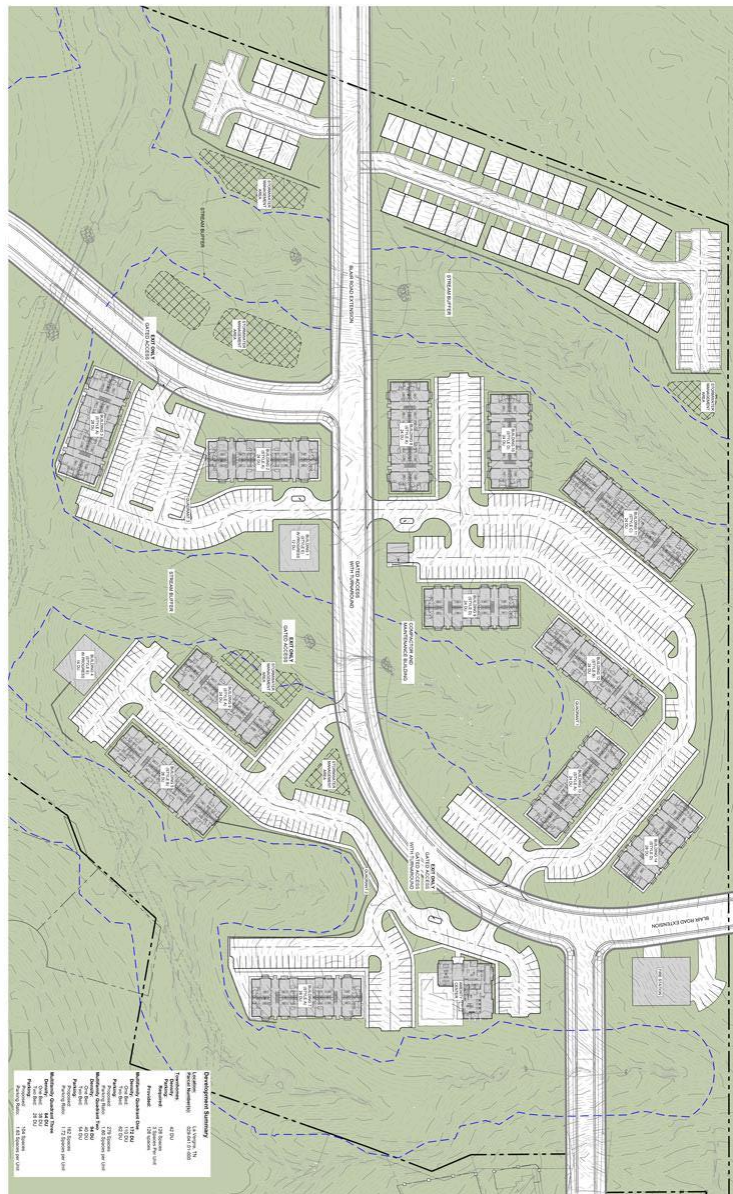
Northern Residential							
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Single Family	4.12%	16	2,920	46,720	10.50%	54,400	32
Townhome	10.82%	42	2,658	111,636	25.10%	131,796	126
Multifamily Quadrant 1	44.33%	172	847	145,660	32.75%	160,570	279
Multifamily Quadrant 2	24.23%	94	911	85,680	19.26%	94,090	162
Multifamily Quadrant 3	16.49%	64	861	55,084	12.38%	60,670	104
Amenities	0.00%	0	0	0	0.00%	11,416	0
	<b>100.00%</b>	<b>388</b>		<b>444,780</b>		<b>512,942</b>	<b>703</b>

Southern Multi Family							
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Studio	10.00%	26	610	15,738	7.29%	19,673	26
One Bedroom	35.00%	90	720	65,016	30.11%	81,270	90
Two Bedroom	45.00%	116	920	106,812	49.46%	133,515	174
Three Bedroom	10.00%	26	1,100	28,380	13.14%	35,475	52
	<b>100.00%</b>	<b>258</b>		<b>215,946</b>		<b>269,933</b>	<b>342</b>

Southern 55+ Parcel: For Sale							
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Single Family	49.09%	27	3,200	86,400	59.50%	86,400	Garage and driveway
Townhome	50.91%	28	2,100	58,800	40.50%	58,800	Garage and driveway
Amenities	0.00%	0	0	0	0.00%	5,000	0
	<b>100.00%</b>	<b>55</b>		<b>145,200</b>		<b>150,200</b>	<b>0</b>

		N 55+ (Rent)	N Residential	S Mixed Use	S 55+ (Sale)	Total	
<b>Residential</b>	Units	176.00	388.00	258.00	55.00	<b>877.00</b>	
	Total Gross SF	217,830	512,942	269,933	150,200	<b>1,150,905</b>	<b>Average Unit SF 1312.32</b>
	Total Net SF	178,504	444,780	215,946	145,200	<b>984,430</b>	
<b>Office</b>	Total Gross SF	0	0	30,720	0	<b>30,720</b>	
<b>Retail</b>	Total Gross SF	0	0	105,787	0	<b>105,787</b>	
<b>Grocery</b>	Total Gross SF	0	0	54,954	0	<b>54,954</b>	
<b>Parking</b>		174	702.64	1,716.38	0.00	<b>2,593.02</b>	





CERTIFICATE OF AUTHENTICATION  
11.7.25

blue ROCK  
DESIGN BUILD  
17419 20th St., Nashville, TN 37214

PROPOSED PROJECT FOR:  
THE GRANDVIEW @ TWINNING  
STATION  
774 WALDRON ROAD - LA VERGNE, TN



TITLE SHEET  
PROJECT DATA  
GENERAL NOTES  
SITE & LANDSCAPING PLAN  
11.7.25  
25-188  
A1.0

REQUIRED OPEN SPACE:  
20% Open Space

PROVIDED OPEN SPACE:   
+/- 25% Open Space

## OPEN SPACE - NORTH

The South Waldron Mixed Use Site will transform over 25% of its area into thoughtfully designed open space, fostering a welcoming environment for residents and visitors alike. This extensive open space will include a mix of pocket parks, communal green areas, village greens, and natural buffers around existing tributaries. Recreational trails will wind through these green spaces, connecting the community with preserved natural stream buffers and enhancing accessibility to outdoor areas.

Central to the development, the Amenity Center will serve as a community hub, providing a variety of recreational and social amenities. Residents will enjoy a community clubhouse and cabana, a large pool with a sun deck, playgrounds, outdoor fire pits, and convenient access to a comprehensive walking trail network that spans the community. This center will offer ample outdoor seating areas, providing spaces for relaxation and community gatherings, as well as a dedicated playground for children.

In the heart of the mixed-use town center, a pedestrian-friendly network of sidewalks and trails will link the central village green with other community features. Retail jewel boxes, positioned along a central median, will create a dynamic retail experience, while pedestrian zones and robust streetscapes dotted with retail outlets and dining terraces will enrich the community's social scene. This interconnected design will encourage foot traffic, promoting a vibrant, accessible town center where residents can shop, dine, and enjoy outdoor areas in a cohesive, lively environment.



### OPEN SPACE EXHIBIT

# CONNECTED - FOCUSED VISION

## The Trail



RESIDENTIAL COMMUNITY

## Main Street



RESIDENTIAL COMMUNITY

## The Terminus



## The Boulevard



## Central Plaza



## The Neighborhood



## The Basin



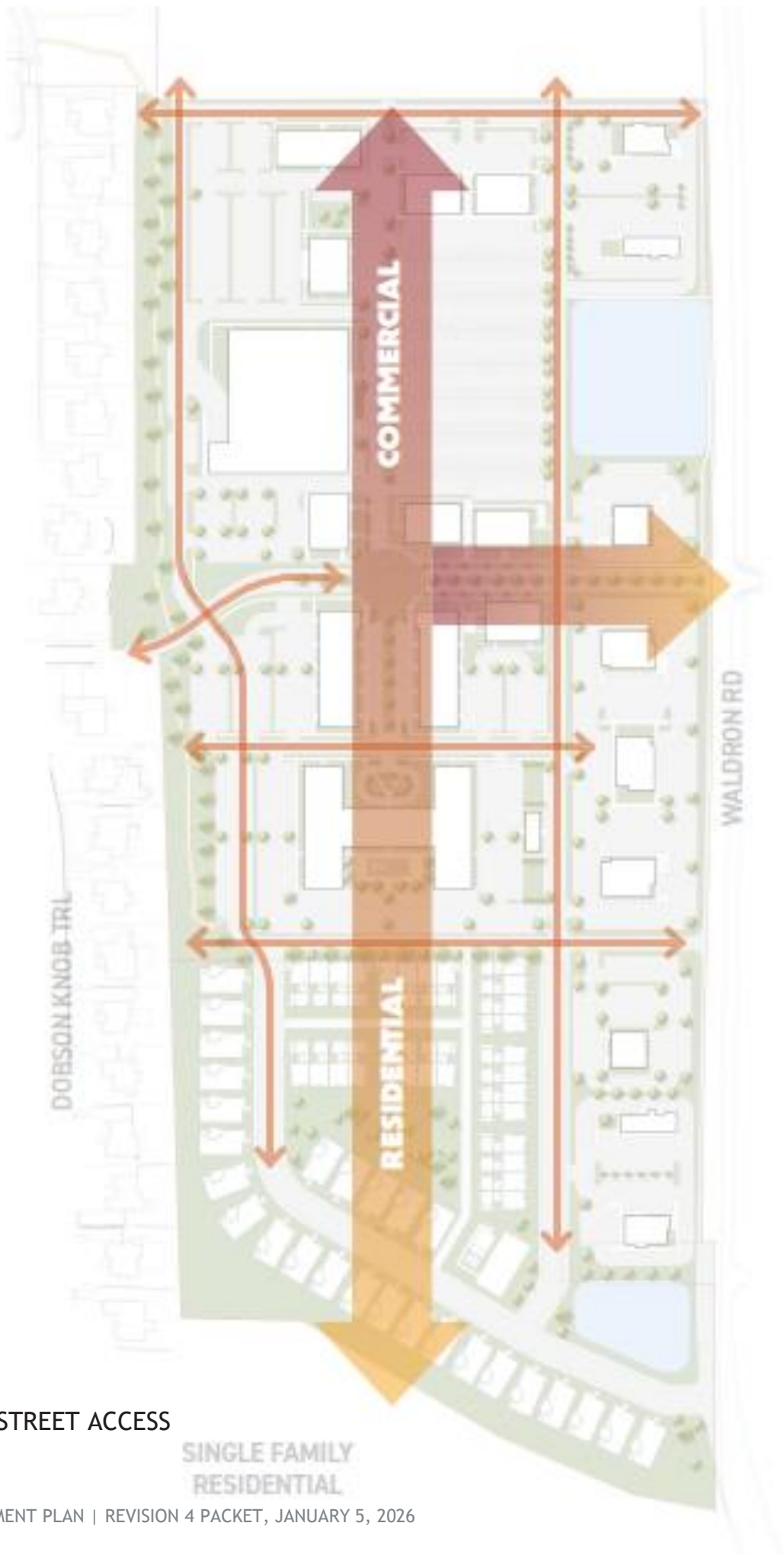
PEDESTRIAN | STREET ACCESS

CONNECTED MIXED USE VISION

RESIDENTIAL COMMUNITY

RESIDENTIAL COMMUNITY

RESIDENTIAL COMMUNITY



PEDESTRIAN | STREET ACCESS

- SECONDARY CIRCULATION PATH
- COMMERCIAL + RESIDENTIAL GRADIENT

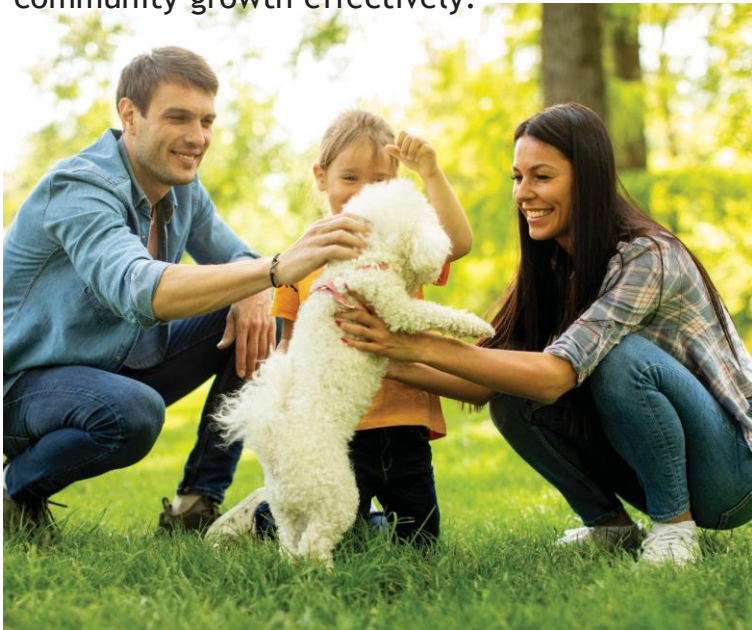
## VEHICULAR STREET ACCESS

The South Waldron Mixed Use Site has been strategically designed to integrate seamlessly with existing and planned infrastructure, promoting strong vehicular connectivity and accommodating anticipated traffic demands on key thoroughfares. The site will benefit from access to both the current and proposed improvements on Waldron Road and the future Blair Road Extension. To support traffic flow, the design incorporates primary, secondary, and tertiary street patterns within the development.

With the increased traffic expected from the South Waldron development, both Waldron Road and Blair Road are poised for enhancements by the City of La Vergne. Waldron Road is set to become a 3-lane roadway through realignment, with potential expansion to 5 lanes in the future, ensuring capacity for projected vehicular demands. Blair Road improvements include widening to 3 lanes, along with the installation of a traffic signal at the Waldron Road intersection. Additionally, Lake Road will be realigned to intersect with Waldron Road, facilitating smoother transitions and access points.

The South Waldron Mixed Use Site will feature four residential access points and include five commercial entrances onto Waldron and Blair Roads, equipped with designated travel lanes for efficient ingress and egress. An internal street network will promote connectivity within the development, as well as link to the surrounding roadways, providing accessible routes throughout.

All infrastructure will meet City of La Vergne Standards, with any deviations requiring approval from the City Engineer, ensuring that the development aligns with local regulations and supports community growth effectively.



## OPEN SPACE - SOUTH

The South Waldron Mixed Use Site will transform over 25% of its area into thoughtfully designed open space, fostering a welcoming environment for residents and visitors alike. This extensive open space will include a mix of pocket parks, communal green areas, village greens, and natural buffers around existing tributaries. Recreational trails will wind through these green spaces, connecting the community with preserved natural stream buffers and enhancing accessibility to outdoor areas.

Central to the development, the Amenity Center will serve as a community hub, providing a variety of recreational and social amenities. Residents will enjoy a community clubhouse and cabana, a large pool with a sun deck, playgrounds, outdoor fire pits, and convenient access to a comprehensive walking trail network that spans the community. This center will offer ample outdoor seating areas, providing spaces for relaxation and community gatherings, as well as a dedicated playground for children.

In the heart of the mixed-use town center, a pedestrian-friendly network of sidewalks and trails will link the central village green with other community features. Retail jewel boxes, positioned along a central median, will create a dynamic retail experience, while pedestrian zones and robust streetscapes dotted with retail outlets and dining terraces will enrich the community's social scene. This interconnected design will encourage foot traffic, promoting a vibrant, accessible town center where residents can shop, dine, and enjoy outdoor areas in a cohesive, lively environment.



REQUIRED OPEN SPACE:  
20% Open Space

PROVIDED OPEN SPACE:  
+/- 25% Open Space

RESIDENTIAL  
COMMUNITY

RESIDENTIAL  
COMMUNITY



### OPEN SPACE EXHIBIT

# SUMMARY OF PDR VARIANCES & DECLARATIONS

## General

### Building Height

- 4 Story Buildings (exceeding 35' in height)

### Retaining Walls

- No Restriction on max height of retaining walls.

## Residential

### Parking (Gated & Un-Gated)

- Townhomes 3 spaces per unit
- Multifamily 1.6 Spaces per unit across unit mix
- Parking spaces will be a minimum of 9x18
- Option of on street parking where appropriate
- Landscape Islands placed at ends of parking rows with standard canopy trees

### Building Materials

- Façades to exceed minimum 50% combination of Brick, Stone, Fiber Cement, or Concrete product excluding windows, trim, and doors

### Parking

- Parking spaces will be a minimum of 9x18

### Zoning

- Change underlying from R-1 to R-3

## Commercial

### Parking

- Parking spaces will be a minimum of 9x18
- Option of on street parking where appropriate
- Landscape Islands placed at ends of parking rows with standard canopy trees

### Building Materials

- Commercial façades visible from a public street to have a minimum 50% use primary materials: brick, stone, decorative concrete or glass.

## Declarations:

### Access

- Twinning Station will, at its own expense, install light at main intersection across from Snowdrop Ave on Waldron Rd.

### Future Easements

- Twinning Station acknowledges and agrees to work with city if future utility easements are required to cross undeveloped or open areas of the development

# DEVELOPMENT STANDARDS

## RESIDENTIAL

### Uses Permitted:

- Single family detached homes shall be on its own lot of record and sold fee simple.
- Townhomes shall be its own land record as fee simple or horizontal property regime.
- Multifamily dwelling units shall be for rent.

### Residential Development Standards:

- Entrances off Waldron Road and Blair Road shall have new entrance signage constructed of masonry materials and anchored by landscaping.
  - Building heights shall not exceed 4 stories in height.
  - Builders shall install sod and landscaping along foundations of all primary and secondary front yards along R.O.W.s of all buildings. Seed/Straw will be installed on the side and rear foundations of all buildings.
  - All townhome buildings shall be comprised of fifty percent masonry and brick.
  - All mechanical equipment (i.e. HVAC and transformers) to be screened and located in the rear/side of all units.
  - All on-site utilities shall be underground.
  - All unit types will be serviced by a 3rd party trash company.
  - Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
  - Parking for the residential units will comply with the City of La Vergne requirements.
  - Residential units shall have a mix of concrete and asphalt driveways.
  - All streets will be classified as a mix of public rights-of-way or private drives.
  - All streets have been designed to comply with City of La Vergne Streets Standards.
  - Public sidewalks will be provided on both sides of all public streets throughout the development to create a pedestrian friendly community. There will also be pedestrian connections between the residential portion of the development to the mixed uses town center.
  - Mail service will be provided via CBU.
  - Decorative streetlights will be coordinated with MTEMC.
  - All homeowners shall be required to be a member of the H.O.A.
  - As a member of the H.O.A., the residents shall be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
  - HOA will be managed by independent 3rd party management company.
  - The common areas will be owned and maintained by an H.O.A.
  - All infrastructure shall comply with City of La Vergne Standards. Any exceptions must be approved by the City Engineer.
  - Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.
  - All parking shall be located at least 10-feet from the public R.O.W. along Waldron and Blair Road.
  - All parking areas to be screened from public rights-of-way by landscaping or in combination with berms.
  - A mix of Type 1 & Type 2 Transitional Screening applications shall be provided at the perimeter edges of the proposed development and as identified/labeled.
  - Monument signage shall be placed no closer than 5-ft to the R.O.W. along Waldron and Blair Roads.
  - Monument signage shall have materials consistent with the building architecture and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination. Signage shall comply with applicable zoning ordinance at the time of request.
  - All mechanical equipment located on the ground (i.e., hvac and transformers) to be screened with landscape or fencing. If mechanical equipment is located on the roof, then they shall be screened from view.
  - Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
  - All on-site utilities will be underground.
  - On-site lighting will comply with the LZ-2 standards outlined in the Model Lighting Ordinance by the International Dark-Sky Association to prevent light pollution and provide safety for patrons and employees.
  - Parking will comply with the City of La Vergne Zoning Ordinance for the allowable uses outlined to the right. Shared parking shall be implemented as needed/requested.
  - All parking will have curbing.
  - Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.
- 
- Multi-Family: 26% Brick/Stone, 55% Fiber Cement, and 19% Glazing/Door's material, with natural wood accents for exterior materials. Building elevations exemplified provided in slide. Note, the long faces carry most of the masonry, so the buildings look to have more masonry than as calculated.
  - Townhomes: 60% Fiber Cement Board and 40% masonry/stone with natural wood accents for the exterior materials.
  - Single Family Homes: 20% Fiber Cement Board and 80% masonry/stone, with natural wood accents for the exterior materials.
  - Masonry shall include traditional brick as available in a variety of sizes such as modular, standard, queen, utility, and monarch.
  - Stone shall include the following: natural stone products, stone veneer, and panelized stone.
  - Cemntitious products shall include the following: Allura, LP Smartside, GAF Weatherside, James Hardie, Nichiha, and Certain Teed. Each of these products have offer lap siding, panel siding, plank siding, shingle/shak siding, trim boards, and soft boards.
- 
- 55+ Single Family: Home facades shall be constructed of 100% Masonry. Masonry shall include Fiber Cement Siding, Brick, Stone, or Concrete product. Stucco and exterior insulation and finish systems (EIFS) are not considered masonry. This design standard will allow for farmhouse style homes with a broader color palette in addition to more traditional masonry style homes.

## COMMERCIAL

While the exact uses for the commercial properties are unknown at this time, the allowable uses for this development are listed below. The list of allowable uses is based on the allowable uses listed under (C-2) Highway Service District and (C-3) Neighborhood Service Business District in the current zoning ordinance. Therefore, additional standards for those anticipated uses have been outlined below. The proposed sites will provide for adequate parking (including shared parking), vehicular and pedestrian circulation, solid waste management, stormwater management and landscaping.

### Uses Permitted:

- Convenience retail sales and services
- Consumer Repair Services
- Financial, insurance, real estate and consulting services
- Food and beverage services
- Food Service (take out and drive-thru)
- Animal Care & Veterinarian (provided no outside housing of animals)
- General business services
- General personal services
- General retail trade
- Medical Services
- Professional Services (not otherwise listed)
- Religious facilities
- Daycare
- Grocery Stores
- Gasoline Station (including beer and tobacco sales)
- Beauty Parlor
- Barbershops
- Hardware Store
- Drug Store & Pharmacy
- Liquor Store
- Hotel
- Professional Office

### Uses Prohibited:

- Bus transit station
- Bus or truck vehicle repair, meaintenance or storage facility
- Building materials and farm equipment sales
- Concrete or asphalt plant
- Rock quarry
- Residential homes leased on a short-term basis of less than 30 days, such as VRBO and Air B&B, but hotels and motels are expressly permitted
- Automobile sales, rental (other than as part of a hote's services) and delivery, aircraft dealers, boat dealers, recreational and utility trailer dealers
- Wholesale sales
- Plant and forest nurseries
- Mortuaries, crematoriums and funeral homes
- Self-Storage, Mini Storage and Mini-Warehousing
- Outside kennels/Stables
- Manufacturing, Industrial and Warehousing
- Sporting and recreational vehicle campgrounds and tracks
- Automotive Repairs & Service
- Cellular Towers over 25' tall
- Automotive wrecking & recycling
- Junk or salvage yards
- Vehicle Storage Areas
- Truck Terminals
- Automotive, marine craft, aircraft and accessories
- Self-Service Laundries
- Marijuana Dispensary and/or Marijuana Paraphernalia
- Beer & Tobacco Store (but specifically excluding convenience retail sales, grocery, and services)
- Vape/CBD Tattoo or Check Cashing Store
- Hookah Lounge \*
- Extended Stay Hotel \*\*

### Commercial Development Standards:

- Building heights shall not exceed 4 stories in height.
- All parking shall be located at least 10-feet from the public R.O.W. along Waldron and Blair Road.
- All parking areas to be screened from public rights-of-way by landscaping or in combination with berms.
- A mix of Type 1 & Type 2 Transitional Screening applications shall be provided at the perimeter edges of the proposed development and as identified/labeled.
- Drive-thru windows shall be permitted for uses such as restaurants, financial institutions, dry cleaners, etc.
- Commercial buildings shall have a well-defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- Building elevations will have articulation or multiple building planes to promote quality architecture, and main entrances that are well defined and easily recognizable.
- Buildings shall have a minimum of 3' of foundation planting, except where access for drive-through windows are needed.
- The commercial lots shall have a pedestrian network that connects to Waldron Road and Blair Road. There will also be pedestrian connections between the residential portion of the development from the commercial property.
- Monument signage shall be placed no closer than 5-ft to the R.O.W. along Waldron and Blair Roads.
- Monument signage shall have materials consistent with the building architecture and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination. Signage shall comply with applicable zoning ordinance at the time of request.
- Building signage shall follow standards outlined in the City of La Vergne sign ordinance.
- All mechanical equipment located on the ground (i.e. hvac and transformers) to be screened with landscape or fencing. If mechanical equipment is located on the roof, then they shall be screened from view.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
- All on-site utilities will be underground.
- On-site lighting will comply with the LZ-2 standards outlined in the Model Lighting Ordinance by the International Dark-Sky Association to prevent light pollution and provide safety for patrons and employees.
- Parking will comply with the City of La Vergne Zoning Ordinance for the allowable uses outlined to the right. Shared parking shall be implemented as needed/requested.
- All parking will have curbing.
- Commercial lots will not be a part of the residential H.O.A.
- Commercial lots that utilize communal facilities shall be part of an owner's organization responsible for the care and upkeep of shared drainage, parking, etc.
- Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.
- Commercial will be 35% Brick/stone and 65% Fiber Cement Board with natural wood accents.
- Hookah Lounge shall be further defined as any establishment, business, or premises, whether operated for profit or not, where customers, patrons, members, or other persons are permitted or allowed to smoke, inhale, vaporize, or otherwise consume tobacco, shisha, herbal substances, synthetic substances, or any similar product or material through a hookah, waterpipe, or any similar device, whether provided by the establishment or brought in by the patron. The term "hookah lounge" includes, but is not limited to, establishments where such activity occurs as the primary or ancillary use, regardless of whether food, beverages, or entertainment are also offered. For purposes of this definition, it shall be irrelevant whether the products consumed contain nicotine or other controlled substances, and whether the devices used are personal or communal.
- Extended Stay Hotels shall be further defined as any building, group of buildings, or portion thereof, designed, used, maintained, advertised, or offered for occupancy by guests or tenants for temporary lodging or residence, where individual units are equipped with kitchen facilities, kitchenettes, or any type of cooking appliance or equipment, and where accommodations are rented, offered, or intended to be rented for periods of more than seven (7) consecutive days, or where the business model, pricing structure, or operational policies are designed to encourage or accommodate occupancy for more than seven (7) consecutive days. This definition applies regardless of the actual duration of any individual guest's stay, and includes any facility that offers weekly rates, discounts for extended stays, or marketing directed toward business travelers, temporary workers, relocating residents, or others seeking accommodations for more than seven (7) days. The presence of housekeeping, concierge, hotel licensing, or transient occupancy tax status does not exempt a facility from classification as an extended stay hotel.



## ITEM REPORT

Board of Mayor and Aldermen

Date: May 7, 2026

<b>Item #: 3.</b>	<b>Ordinance #2026-09</b> - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures.		
<b>Department:</b>	Planning	<b>Presented By:</b>	Bo Logan
<b>Item Attachments:</b>	1. Ordinance #2026-09		

**Purpose:**

This is an ordinance to amend the La Vergne Zoning Ordinance.

**Background:**

This amendment to the zoning ordinance revises multiple chapters to improve clarity and consistency. In Chapter 2, definitions are updated to distinguish between Secondary Retail, and Restaurant uses. Chapter 4 is amended to correct inconsistencies in tables related to auto repair classifications. Chapter 8 is revised to address standards for acceptable paving materials and driveway widths. Finally, Chapter 14 is updated to clarify square footage percentages regarding site plan exemptions.

On March 31, 2026 the Planning Commission gave these amendments a favorable recommendation.

**Financial Summary:**

There is no financial impact to the City.

**Staff Recommendation:**

Staff recommends approval.

## **ORDINANCE #2026-09**

AN ORDINANCE TO AMEND CHAPTERS 2, 4, 8, AND 14 OF THE LA VERGNE ZONING ORDINANCE REGARDING DEFINITIONS, PLANNING AREAS, PARKING AND DRIVEWAYS, AND ADMINISTRATION AND PROCEDURES.

**WHEREAS**, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

**WHEREAS**, a public hearing thereon has been held as required by law; and,

**WHEREAS**, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

**BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:**

The Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

**SECTION I.** Amend Chapter 2 of the La Vergne Zoning Ordinance by adding the definition for Restaurant to read as follows:

**Restaurant**

A retail business selling ready-to-eat food and/or beverages for on or off-premise consumption. Customers may be served from an ordering counter (i.e., cafeteria or limited-service restaurant); at their tables (full-service restaurant); and, at exclusively pedestrian-oriented facilities that serve from a walk-up ordering counter but do not include mobile food service (food trucks) or vending carts. This definition does not include convenience stores.

**SECTION II.** Amend Chapter 2 of the La Vergne Zoning Ordinance by amending the definition for Retail, Secondary to read as follows:

**Retail, Secondary**

Art or antique shop, including art supplies and framing materials; book, stationery, card store, or newsstand; florist, flower or plant store; gift shop; restaurant, coffee shop, or delicatessen; specialty food store, including bakery, fruit, vegetable, fish, or meat market.

**SECTION III.** Amend Chapter 4 of the La Vergne Zoning Ordinance by deleting the item "Vehicle Repair Facilities" in Table 4.2.9(1) as follows:

<b>Industrial / Wholesale / Storage</b>	
• Data Centers	P
• General Warehousing	AR
• <del>Vehicle Repair Facilities</del>	<del>AR</del>
<b>Infrastructure Uses</b>	
• Educational Services	P
• Essential Services	P
• Hospitals	P

**SECTION IV.** Amend Chapter 8 of the La Vergne Zoning Ordinance by amending Section 8.4.1(M) to read as follows:

- M. Suitable paving materials for off-street parking areas are asphalt, porous asphalt, concrete, porous concrete, and paving blocks. Other options may be presented to the City Engineer as a variance request. Gravel, grass, or any loose material will not be accepted for an off-street parking area surface.

**SECTION V.** Amend Chapter 8 of the La Vergne Zoning Ordinance by amending Section 8.5.3 to read as follows:

- A. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in all residential areas except a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width for two lanes. If more than two lanes are needed or required by Planning Commission, each lane shall be twelve feet wide. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.
- B. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width (2 lanes) or 14 feet in width (1 lane). If more than two lanes are needed or required by Planning Commission, each lane shall be twelve feet wide. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.

**SECTION VI.** Amend Chapter 14 of the La Vergne Zoning Ordinance by amending Section 14.9.2(D) to read as follows:

- D. All site plans shall be submitted for approval by the LMPC unless all of the following is met:
  - (1) Not located within an overlay district.

**SECTION VII.** Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

**SECTION VIII.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION IX.** That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

**LEGAL STATUS PROVISIONS**

Approved and certified by the Planning Commission:

_____	_____
Chairman	Date

Public Hearing Held: \_\_\_\_\_

Approved by the Mayor and Board of Aldermen:	_____
	1st Reading

_____	_____
Jason Cole, Mayor	2nd Reading

ATTEST:

\_\_\_\_\_

Joshua Miller, City Recorder

Published in the Murfreesboro Post on \_\_\_\_\_.



## ITEM REPORT

### Board of Mayor and Aldermen

Date: May 7, 2026

<b>Item #: 4.</b>	<b>Resolution #2026-13</b> - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District.		
<b>Department:</b>	City Administrator	<b>Presented By:</b>	Bruce Richardson
<b>Item Attachments:</b>	1. Resolution #2026-13 - Establishing Resolution - Waldron Rd IDD		

**Purpose:**

This is a Resolution to establish the Waldron Road Infrastructure Development District.

**Background:**

The Petition proposes to establish an infrastructure development district (“District”) for a residential development that is approximately one hundred thirty-nine acres consisting of three parcels with the following addresses in La Vergne, TN: Waldron Road and 0 Highland Hills Drive.

The establishment of the District has been requested by a petition filed pursuant to state law by Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville LLC, the developers of the District, and each of the owners of the property located therein. If the Establishing Resolution is approved by the BOMA, a special assessment would be levied against all parcels of property within the District to help defray a portion of the infrastructure costs required to develop the District.

**Financial Summary:**

The special assessment levied on each parcel of property within the District would be at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years. The special assessment revenues will secure bonds issued by a public building authority conduit issuer to finance an amount of eligible infrastructure costs of the District equivalent to the cost of the off-site sewer improvements described in the Petition.

**Staff Recommendation:**

Staff recommends approval.

## **RESOLUTION #2026-13**

### **A RESOLUTION OF THE CITY OF LA VERGNE, TENNESSEE ESTABLISHING THE WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT**

**WHEREAS**, Tennessee Code Annotated Sections 7-84-801 et seq. (the “Act”) authorizes the City of La Vergne, Tennessee (the “City”), by resolution of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee (the “BOMA”), to (i) establish a real estate infrastructure development district and (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district;

**WHEREAS**, the Act requires that the establishment of such a district must first be petitioned by the developer of the proposed district and the owners of each of the properties located within the district; and

**WHEREAS**, Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville LLC (collectively, the “Developer”) and the owners of each parcel of property included within the boundaries of the real estate infrastructure development district described herein (the “District”) have filed the petition attached hereto as Exhibit A (the “Petition”), requesting that the BOMA to approve the establishment of the District and the levy of a special assessment against the properties located therein; and

**WHEREAS**, as required by the Act, the City has duly provided notice of and held a public hearing regarding the establishment of the District, at which all persons whose property may be affected thereby were provided an opportunity to protest against the creation of the District; and

**WHEREAS**, the BOMA has determined that the establishment of the District in the manner described in the Petition is in the best interest of the City; and

**WHEREAS**, the BOMA has determined that the improvements proposed to be funded with the proceeds of the petitioned special assessment will provide a unique and direct benefit to the properties within the District and that, without the installation of the infrastructure proposed to be funded by the special assessment, the parcels within the District could not be developed as proposed; and

**WHEREAS**, the BOMA has considered the manner in which the costs of the special assessment are to be apportioned to the properties within District and has concluded that such costs are directly proportional to the benefits of the infrastructure to be funded thereby.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE**, as follows:

1. The name of the real estate infrastructure development district established hereby (the "District") is designated as "Waldron Road Infrastructure Development District".
2. The City is eligible under the Act and hereby elects to serve as the host municipality, as defined by the Act, of the District.
3. The boundaries of the District are hereby established as set forth in Exhibit B attached hereto.
4. Each of the properties located within the District shall be subject to the special assessment described below.
5. The Developer comprises the following entities:
  - a. Meritage Homes of Tennessee, Inc. located at 18655 North Claret Drive, Suite 400, Scottsdale, AZ 85255; ATTN: Nicole Boyle; and
  - b. M/I Homes of Nashville LLC located at 725 Cool Springs Blvd., Suite 180 Franklin, TN 37067; ATTN: Dave Cumming
6. The proceeds of the special assessment shall be used to fund:
  - a. the Infrastructure Costs (as defined by the Act) incurred by the Developer in connection with its acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; and (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (collectively, the "Authorized Improvements");
  - b. payments of principal of and interest on the bonds described below, capitalized interest, debt service reserves, financing costs and costs of issuance related to the bonds described below;
  - c. the Administrative Fee described below; and
  - d. any other costs permitted to be funded by the Act.

7. The special assessment (the "Assessment") shall be levied on each parcel of property within the District at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years.

8. The Assessment may be levied within the District on a phased basis, as and when each phase of the District is prepared for development, as may be determined by the Developer and established by the Mayor pursuant to Section 14 below.

9. The BOMA finds that the funding of the Authorized Improvements directly, uniquely, and specifically benefits the properties within the District, and without the installation of the infrastructure funded thereby, the parcels within the District could not be developed as proposed. The BOMA further finds that the proposed manner and amount of the Assessment apportions the Infrastructure Costs to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Authorized Improvements funded thereby.

10. The Assessment shall be levied, billed, and collected by the City on an annual basis, at the same time and in the same manner as ad valorem property taxes. The Assessment shall commence in such year as may be designated by the Mayor and may commence at separate times for separate phases of the District.

11. An administrative fee not in excess of the limits imposed by the Act (the "Administrative Fee") shall be withheld annually by the City from the proceeds of the special assessment and used by the City and the Authority (as defined in Section 13 below) to defray the expenses of administering the District, all as permitted by the Act.

12. The District is established pursuant to the Act and shall be administered in accordance therewith.

13. The City hereby approves and requests that the Public Building Authority of Tipton County, Tennessee (the "Authority") to (i) enter into district administration agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with The Industrial Development Board of the City of La Vergne, Tennessee (the "Board") under which the Authority will loan the proceeds of the Bonds to the Board to finance the costs described in Section 6 above, and the Board will repay the debt service on the Bonds, solely from special assessment revenues provided to it by the City, as described herein. The Bonds shall be issued on such terms and conditions as the Authority may approve, provided that such terms and conditions are consistent with the terms of this resolution, and provided further that the final maturity of any series of Bonds shall not be later than the June 30 following the final scheduled payment date of the Assessment securing the payment of such series of Bonds. The City hereby approves and requests that the Board enter into the Loan Agreement with the Authority as described above. Payment of each series of Bonds shall be made exclusively from the proceeds of the Assessment, or such portion of the Assessment as may be identified by the Authority and shall in no event constitute an

indebtedness of the City or the Board, except with respect to the proceeds of the Assessment. The City is hereby authorized to pledge all or a portion of the proceeds of the Assessment, net of the Administrative Fee, to the Authority to provide for the payment of the Bonds.

14. Notwithstanding the provisions of Section 13, no series of Bonds may be issued by the Authority until:

- a. the City has entered into an intergovernmental agreement with the Board in substantially the form attached hereto as Exhibit C, providing for the allocation of the applicable portion of the Assessment revenues by the City to the Board and the Board's application of such revenues to the making of payments to the Authority to provide for the payment of the Bonds;
- b. the Authority and the Board have entered into the Loan Agreement;
- c. the Authority or the Board has entered into a development agreement with the Developer, providing for the construction and installation of the Authorized Improvements and the other infrastructure costs required to develop the District, or the applicable phase thereof; and
- d. the Authority and the Board have received the written approval of the Mayor, which approval shall establish the precise rate of Assessment, identify the specific parcels within the District to be assessed, establish the precise term of the Assessment, and establish the portion of the Assessment to be pledged as the source of and security for the payment of such series of Bonds, in each case based on a written request from the Developer and within the parameters set forth in Section 7 above.

15. The Mayor is hereby authorized to execute and deliver any such certificates, instruments, and agreements, including without limitation (a) the written approval described in Section 14 above, (b) the intergovernmental agreement described in Section 14 above, and (c) agreements memorializing policies and procedures related to the administration of the Assessment, including policies relating to the rate and methodology governing the implementation of the assessment, the reapportionment of assessments upon the request of property owners, reallocation of assessments upon subdivision of property, credits against assessment payments based upon other available funds, including earnings on reserve funds, maintenance of an assessment roll, and procedures for the prepayment of assessments, all as the Mayor may determine to be necessary or appropriate to accomplish the intent of this resolution.

16. If any section, paragraph, or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

17. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect from and after its final passage the public welfare requiring such.

Resolved this the 7<sup>th</sup> day of May, 2026.

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Jason Cole, Mayor

**ATTEST:**

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Joshua Miller, City Recorder

EXHIBIT A  
PETITION

(See Attached)

## PETITION TO ESTABLISH THE WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

COMES NOW, Meritage Homes of Tennessee, Inc., an Arizona Corporation, and M/I Homes Of Nashville LLC, a Delaware Limited Liability Company (collectively, the “Petitioner” or “Developer” as appropriate), who hereby requests and petitions the City of La Vergne, Tennessee (the “City”), as Host Municipality, to establish the Waldon Road Infrastructure Development District (the “District”) under and pursuant to the provisions of the Real Estate Infrastructure Development Act of 2025<sup>1</sup>, Tenn Code Ann. § 7-84-801 *et al.* (the “Act”) on the hereinafter described property situated within the corporate limits of the City, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed infrastructure improvement projects the District will provide and their related costs, in phases, include:

(1) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (items (1) through (6), collectively, the “Public Projects”); (7) Infrastructure Costs, as defined by the Act, related to the Public Projects, (8) Impact Fees and (9) the payment of expenses incurred in the establishment, administration, and operation of the District, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service and interest, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the “Administrative Expenses”) (together with the Public Projects, the “Authorized Improvements”).

Section 2. Estimated Costs. The current estimated cost of the Authorized Improvements is \$20,554,715.50 as described in the Engineer’s Report (attached as Exhibit B). The current estimated cost of the entire development upon completion is \$124,840,120.62.

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<sup>1</sup> Capitalized terms not defined in this petition have the same meaning as in the Act.

Section 3. District Boundaries. The boundaries of the proposed District are fully described in Exhibit A, attached hereto and made a part hereof for all purposes. The specific parcels are as follows:

- A. Parcel No. 029-022.02 – Waldron Rd., La Vergne, TN 37086 — Meritage Homes of Tennessee, Inc.
- B. Parcel No. 029-023.00 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC
- C. Parcel No. 029-023.01 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC

Section 4. Levy of Assessment. The Petitioner requests that the City levy a special assessment (the “Assessment”) on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

- A. A portion of the Infrastructure Costs related to the Authorized Improvements;
- B. The payment of the principal, premium, and interest on one issuance of bonds, notes, or other debt obligations issued on behalf of the District, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and
- C. Administration expenses required of or on behalf of the City or the Board (as defined and described in Section 10 below) in order to comply with the terms of the Act, not to exceed any limitation established by the Act, including without limitation (i) costs incurred to establish the District, abstracts and other title costs, (ii) costs incurred by or on behalf of the City or the Board in order to provide for the billing, collection, and enforcement of special assessments, (ii) costs incurred by or on behalf of the City or the Board in administering the terms of any development agreement entered into with respect to the District, (iii) bond trustee and continuing disclosure costs incurred by or on behalf of the City or the Board, if any, and (iv) costs of auditing the District, as required by the Act, in each case including a reasonable allocation of overhead expenses.

Section 5. Method of Assessment; Maximum Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all usable real property as within the District described in the Master Special Assessment Methodology Report (attached as Exhibit C) as amended in the Supplemental Special Assessment Methodology Report (attached as Exhibit D). After creation of the District, an assessment roll will be prepared showing the special

benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same. At no time will the maximum assessment on a single-family parcel exceed \$1,750 per unit per year of principal in equal annual installments over a period of not more than thirty (30) years.

Section 6. Term of Assessment; Financing; Phasing. The Petitioner requests that the Assessment be levied and collected annually, beginning in such year as may be agreed to by or on behalf of the City and the Developer, and ending no later than the thirtieth (30th) year thereafter, or such earlier year as is required to pay in full all bonds or other debt issued by the Board, for the purpose of funding the costs set forth in Section 4 above, in such manner as may be permitted by the Act. The levy and collection of the Assessment may be commenced as and when each phase is prepared to be developed, as determined by the City and the Developer.

Section 7. No City Obligation to Fund Authorized Improvements; No Assessment of Municipal Property. The City will have no obligation to fund or finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

Section 8. Management of the District. The undersigned request that the City, directly or through the engagement of one or more third-party service providers, be responsible for (a) the development of an assessment roll, (b) the levy, collection and enforcement of Assessments (c) if applicable, the provision of bond trustee and continuing disclosure services with respect to any special assessment bonds issued on behalf of the District, and (d) such other administrative matters required by the Act.

Section 9. Enforcement. The Petitioner requests that the City take any and all steps to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act and all in a manner consistent with the manner in which the City enforces the payment of ad valorem property taxes.

Section 10. Financing; Intergovernmental and Development Agreements. The Petitioner requests that the City:

- A. authorize bonds or other debt, to be issued by the Industrial Development Board of the City of La Vergne or similarly authorized entity like a public building authority (collectively, the "Board"), for the purpose of funding the costs described in Section 4 above;

- B. apply and pledge the proceeds of the Assessment to the payment of such bonds;
- C. enter into an intergovernmental agreement with the Board to provide for the relative rights and responsibilities of the City and the Board relative to such bonds and the payment thereof; and
- D. enter into one or more development agreements with the Developer and the Board, on such terms as may be consistent with the terms hereof and agreed to between the City, the Developer and the Board, to provide for the application of the proceeds of such bonds, the construction and installation of the Authorized Improvements, and the development of the District.

The Petitioner acknowledges that any bond issued by the Board shall be solely payable from the proceeds of the Assessment and shall not otherwise constitute a debt or liability of the Board or the City.

Section 11. Consent and Request of Petitioner. The individuals executing this Petition is duly authorized to do so and hereby consents to and request the establishment of the District. The Developer hereby agrees to pay or reimburse all costs incurred by the City to provide notice of the public hearing related to this petition required by the Act.

Section 12. Consent of Owners. This Petition has been executed by on behalf of all the owners of real property within the District. Therefore, consent is innate within this Petition.

*[remainder of page intentionally left blank]*

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City:

(1) duly consider this Petition and adopt a Resolution complying with Tenn. Code Ann. § 7-84-814 finding: (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements will provide public use and benefit to the City; and (iii) that the estimated costs of the improvements are reasonable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the District specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other measures, including entering into development and other agreements, which will enable Petitioner to establish a District.

*[remainder of page intentionally left blank; signature page(s) follow]*

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

**PETITIONER/DEVELOPER**

**MERITAGE HOMES OF TENNESSEE, INC.**  
an Arizona Corporation

By: 

Title: V.P. Sales

Date: 4/1/2026

**M/I HOMES OF NASHVILLE LLC**  
a Delaware Limited Liability Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

**PETITIONER/DEVELOPER**

**MERITAGE HOMES OF TENNESSEE, INC.**  
an Arizona Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MI HOMES OF NASHVILLE LLC**  
a Delaware Limited Liability Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*David M. Cummings*  
*VP of Land*  
*April 1, 2026*

## Exhibit A

### PROPERTY DESCRIPTION

Parcel A – Parcel No.: 029-022.02

**MAP 029, P/O PARCEL 22.02  
MERITAGE HOMES OF TENNESSEE, INC.  
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN  
MAP 029, P/O PARCEL 22.14  
4,038,809 SQUARE FEET, 92.718± ACRES**

A PARCEL OF LAND LYING IN THE 3<sup>RD</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44 – P.BK. 7, PG. 128 (R.O.R.C., TN), WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36 – P.BK. 15, PG. 243 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154;  
THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE **POINT OF BEGINNING**;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74' AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49' AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 22' 30" E FOR A DISTANCE OF 79.12' TO A POINT;

9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70.00' AND 201.00' AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER (032-006.00);

THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);

THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03' AND 451.07' AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);

THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);

THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 620.22' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 44 AND THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 45;

THENCE, WITH THE EAST LINES OF WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44, THE FOLLOWING (2) CALLS:

1. N 25° 29' 53" E FOR A DISTANCE OF 410.00' TO A POINT;
2. N 09° 59' 44" E FOR A DISTANCE OF 278.11' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36;

THENCE, WITH THE EAST LINE OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT

36, N 38° 30' 03" E FOR A DISTANCE OF 134.94' TO A POINT LOCATED AT THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, A SOUTHERN CORNER OF PIERCE-STARNES AND AN WEST CORNER OF THIS PARCEL;

THENCE, WITH THE NORTH, EAST, SOUTH AND WEST LINES OF PIERCE-STARNES, THE FOLLOWING CALLS:

1. S 82° 18' 22" E FOR A DISTANCE OF 33.46' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;
7. S 06° 40' 18" E FOR A DISTANCE OF 110.00' TO A POINT;
8. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 83.25', WITH A CHORD BEARING OF S 53° 18' 28" E , WITH A CHORD LENGTH OF 75.53' ;
9. S 09° 56' 37" E FOR A DISTANCE OF 214.65' TO A POINT;
10. N 85° 37' 36" E FOR A DISTANCE OF 359.09' TO A POINT;
11. N 51° 51' 44" W FOR A DISTANCE OF 50.00' TO A POINT;
12. N 52° 54' 51" W FOR A DISTANCE OF 50.00' TO A POINT;
13. N 62° 43' 23" W FOR A DISTANCE OF 50.00' TO A POINT;
14. N 59° 18' 57" W FOR A DISTANCE OF 79.76' TO A POINT;
15. N 37° 25' 41" W FOR A DISTANCE OF 61.05' TO A POINT;
16. N 16° 06' 16" W FOR A DISTANCE OF 61.05' TO A POINT;
17. N 04° 39' 46" E FOR A DISTANCE OF 57.90' TO A POINT;
18. N 25° 59' 12" E FOR A DISTANCE OF 64.20' TO A POINT;
19. N 47° 52' 00" E FOR A DISTANCE OF 61.05' TO A POINT;
20. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;
21. S 10° 08' 52" E FOR A DISTANCE OF 110.00' TO A POINT;
22. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 97.59', WITH A CHORD BEARING OF S 49° 18' 56" E , WITH A CHORD LENGTH OF 85.28' ;
23. A REVERSE CURVE, TURNING TO THE LEFT WITH A RADIUS OF 50.00', WITH AN ARC LENGTH OF 53.33', WITH A CHORD BEARING OF S 29° 02' 17" E , WITH A CHORD LENGTH OF 50.84' ;
24. A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 325.00', WITH AN ARC LENGTH OF 43.85', WITH A CHORD BEARING OF S 55° 43' 38" E , WITH A CHORD LENGTH OF 43.81' ;
25. S 51° 51' 44" E FOR A DISTANCE OF 161.22' TO A POINT;
26. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 475.00', WITH AN ARC LENGTH OF 97.99', WITH A CHORD BEARING OF S 57° 46' 20" E , WITH A CHORD LENGTH OF 97.82' ;
27. S 63° 40' 55" E FOR A DISTANCE OF 44.64' TO A POINT;
28. N 26° 19' 05" E FOR A DISTANCE OF 109.86' TO A POINT;
29. S 64° 04' 30" E FOR A DISTANCE OF 19.97' TO A POINT;
30. N 26° 19' 05" E FOR A DISTANCE OF 178.42' TO A POINT;
31. N 63° 40' 55" W FOR A DISTANCE OF 35.82' TO A POINT;
32. N 63° 40' 08" W FOR A DISTANCE OF 100.72' TO A POINT;
33. N 60° 35' 20" W FOR A DISTANCE OF 57.73' TO A POINT;
34. N 55° 20' 36" W FOR A DISTANCE OF 58.50' TO A POINT;
35. N 50° 14' 05" W FOR A DISTANCE OF 55.76' TO A POINT;
36. N 48° 21' 51" W FOR A DISTANCE OF 250.00' TO A POINT;
37. N 41° 38' 09" E FOR A DISTANCE OF 110.00' TO A POINT;

38. N 48° 21' 51" W FOR A DISTANCE OF 39.00' TO A POINT;
39. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
40. N 81° 54' 19" W FOR A DISTANCE OF 39.99' TO A POINT;
41. S 08° 05' 41" W FOR A DISTANCE OF 24.86' TO A POINT;
42. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
43. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
44. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
45. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
46. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
47. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
48. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
49. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
50. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
51. N 81° 54' 19" W FOR A DISTANCE OF 490.24' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, WITH THE EAST LINE OF PIERCE-STARNES AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE **POINT OF BEGINNING**;

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3<sup>rd</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

- 1) S 51°35'44" E FOR A DISTANCE OF 1,387.55' TO AN IRON PIN;
- 2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;

3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

- 1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
- 2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

- 1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
- 2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
- 3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
- 4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
- 5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
- 6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
- 7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
- 8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
- 9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

- 1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
- 2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
- 3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
- 4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
- 5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
- 6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
- 7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;
- 8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
- 9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
- 10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
- 11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
- 12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
- 13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
- 14) THENCE, N 07°22'14" E FOR A DISTANCE OF 77.43' TO AN IRON PIN;
- 15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);

- 16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
- 17) N 12°56'22" W FOR A DISTANCE OF 148.01' TO AN IRON PIN;
- 18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
- 19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
- 20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' TO AN IRON PIN;
- 21) THENCE, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN IRON PIN;
- 22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
- 23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' TO AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
- 24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

**EXHIBIT B**  
**ENGINEER'S REPORT**

PREPARED FOR:

WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

ENGINEER:

**PAPE-DAWSON**

MARCH - 2026

## ENGINEER'S REPORT WALDRON ROAD IDD

### 1. PURPOSE

The purpose of this report is to describe the public infrastructure improvements associated with the Mission Hills and Woodland Hills Developments in support of the creation of an Infrastructure Development District (IDD).

### 2. THE PROJECT

This report describes the CIP that is necessary for the development of:

- a. Offsite Gravity Sewer Improvements
- b. Onsite Utility Improvements
- c. Neighborhood improvements

It is anticipated that Meritage Homes of Tennessee Inc. will develop Mission Hills and M/I Homes of Nashville, LLC will develop Woodland Hills. Legal descriptions and sketches for Woodland Hills and Mission Hills are shown in **Exhibit A**.

#### Product Mix

The table below shows the product types that will be part of the development:

<b><u>Product Types by Section</u></b>	
<b>Product Type</b>	<b>Unit Count</b>
<b>Mission Hills Section 2</b>	
SF Units	49
<b>Mission Hills Section 3</b>	
SF Units	67
<b>Mission Hills Section 4</b>	
SF Units	44
<b>Mission Hills Section 5</b>	
SF Units	51
<b>Mission Hills Section 6</b>	
SF Units	41
<b>Woodland Hills</b>	
SF Units	85
<b>Total</b>	<b>337</b>

### **List of Mission Hills & Woodland Hills Project Improvements**

The various improvements that are part of the overall CIP are described in detail in the Mission Hills and Woodland Hills Development Plan, and those descriptions include the following:

- Mission Hills and Woodland Hills stormwater management improvements
- Mission Hills and Woodland Hills neighborhood roadways
- Mission Hills and Woodland Hills water (**City of LaVergne Water**) and sewer (**City of LaVergne Sewer**)
- Mission Hills and Woodland Hills primary electrical (**MTE**)

### **Permits**

The status of the applicable permits for the Project is as follows:

- Development Plan
- Development Site Plan
- Offsite Sewer Improvements, Site Plan
- Final Plat
- Development NOI, SWPPP, & ARAP Permits

**Estimated Costs / Benefits**

The following table shows the estimated costs for the Project.

**ESTIMATED COSTS FOR PROJECT**

DESCRIPTION	PROJECT COST	OPERATION & MAINTENANCE ENTITY	OWNERSHIP
Potable Water Distribution System	\$1,723,761.00	City	City
Wastewater System	\$3,753,589.24	City	City
Stormwater Management System (No Earthwork)	\$977,773.36	HOA	HOA
Onsite Roadway Improvements	\$1,524,168.00	City	City
Offsite Sewer Improvements	\$5,645,500.00	City	City
Soft Cost & Fees	\$1,000,000.00	-	-
<i>Subtotal</i>	<i>\$14,624,791.60</i>	-	-
<i>Contingency (25%)</i>	<i>\$3,656,197.90</i>	-	-
<b>TOTAL (Subtotal + Contingency)</b>	<b>\$18,280,989.50</b>	-	-

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated IDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the estimated probable CIP costs.
3. The developer(s) reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP) or a third-party. Anything owned and maintained by property owner or HOA would not be eligible for tax exempt funding under this IDD.
4. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any City-owned improvements, subject to the terms of an agreement with the City that complies with the management contract safe harbor under Internal Revenue Procedure 2017-13.
5. Roadway, stormwater and potable/reuse/sewer improvements and associated professional fees subject to mobility fee credits or reimbursement by local agencies will not be part of the estimated probable CIP costs.
6. The Potable Water Distribution System that will serve this development is operated and maintained by LaVergne Water, a public utility provider.
7. The upgraded lift station is designed for 680 GPM (peak design flow). The 337 units in the IDD combine to an estimated ±82 GPM at 350 GPD per unit (average daily flow). A peak factor of 4 brings this estimated demand to 328 GPM or ±48% of the lift station's peak design flow. The project cost for the lift station upgrade (demo existing and new installation) is \$786,000. This amount is included in the Offsite Sewer Improvements line item on the table above. Removing 52% of the lift station upgrade cost from the Offsite Sewer Improvements number leaves \$5,236,780 (92.8%) that benefits the IDD parcel.

### 3. CONCLUSION

The Project will be designed in accordance with current governmental regulations and requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the development is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure
- all improvements comprising the Project are required by applicable development approvals issued pursuant to Title 7, Chapter 84, Tennessee Code
- the Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course
- the assessable property within the Waldron Road Infrastructure Development District will receive a special benefit from the Project that is at least equal to the costs of the Project.

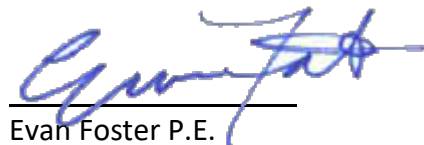
As described above, this report identifies the benefits from the Project to the lands within the Waldron Road Infrastructure Development District. The general public, property owners, and property outside the development will benefit from the provisions of the Project; however, these are incidental to the Project, which are designed solely to provide special benefits peculiar to property within the Waldron Road Infrastructure Development District. Special and peculiar benefits accrue to property within the Project and enable properties within its boundaries to be developed.

The Waldron Road Infrastructure Development District will be owned by governmental units, and such Waldron Road Development is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the development. All of the Waldron Road Development public infrastructure is or will be located on land owned or to be owned by a governmental entity or on perpetual easements in favor of a governmental entity. The Waldron Road Development, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on

private lots or property. The city will pay the lesser of the cost of the components of the Waldron Road Development or the fair market value.

Please note that the Waldron Road Development as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Waldron Road Development, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the Project, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the development, it may be necessary to make modifications and/or deviations for the plans, and the Project expressly reserves the right to do so.

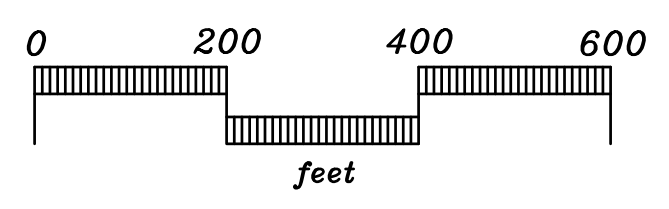
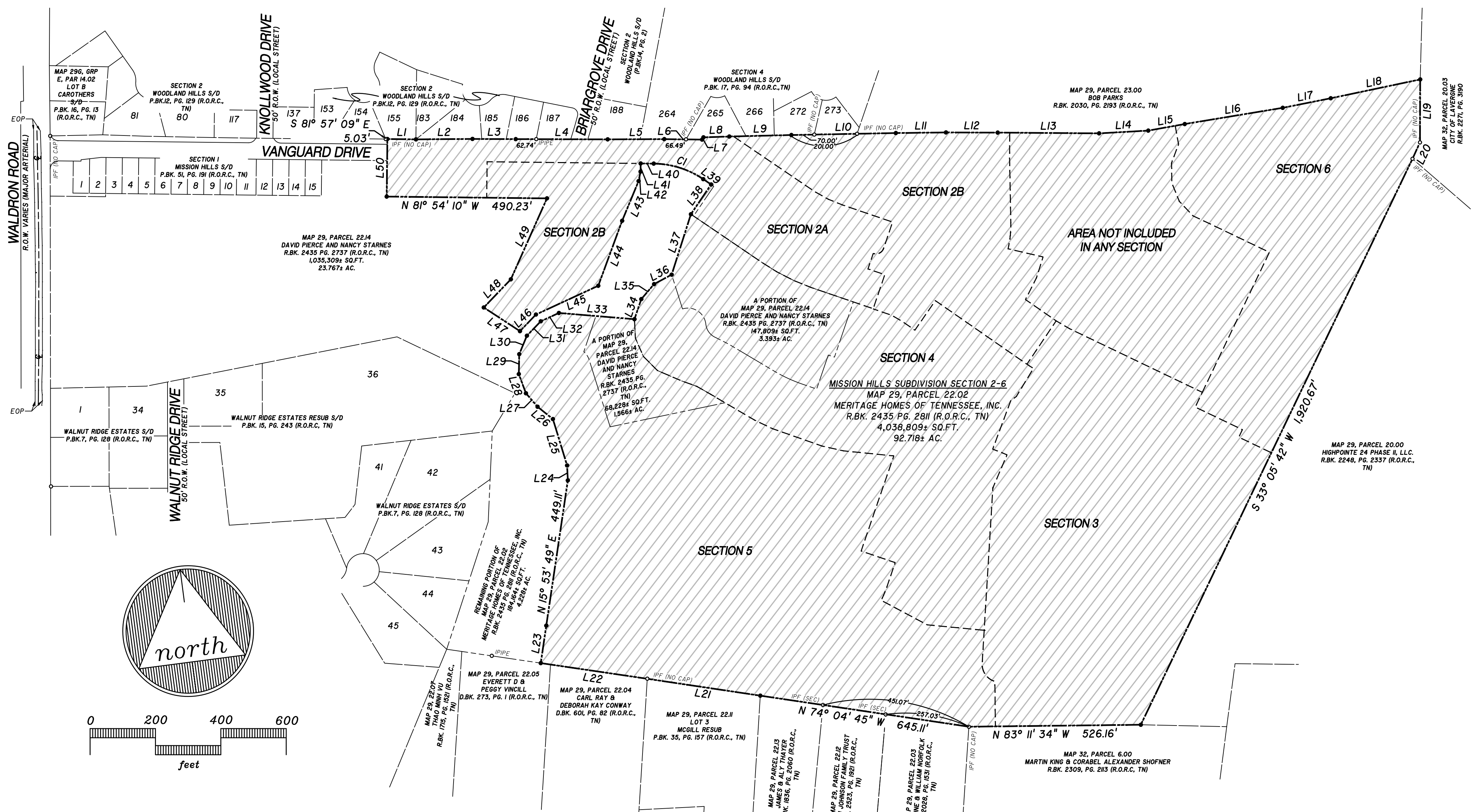
**Project Engineer:**  
**Pape-Dawson Consulting Engineers, LLC**



Evan Foster P.E.  
TN License No. 120457

**EXHIBIT A:** Legal Description and Sketch for the Waldron Road Development

**EXHIBIT A**

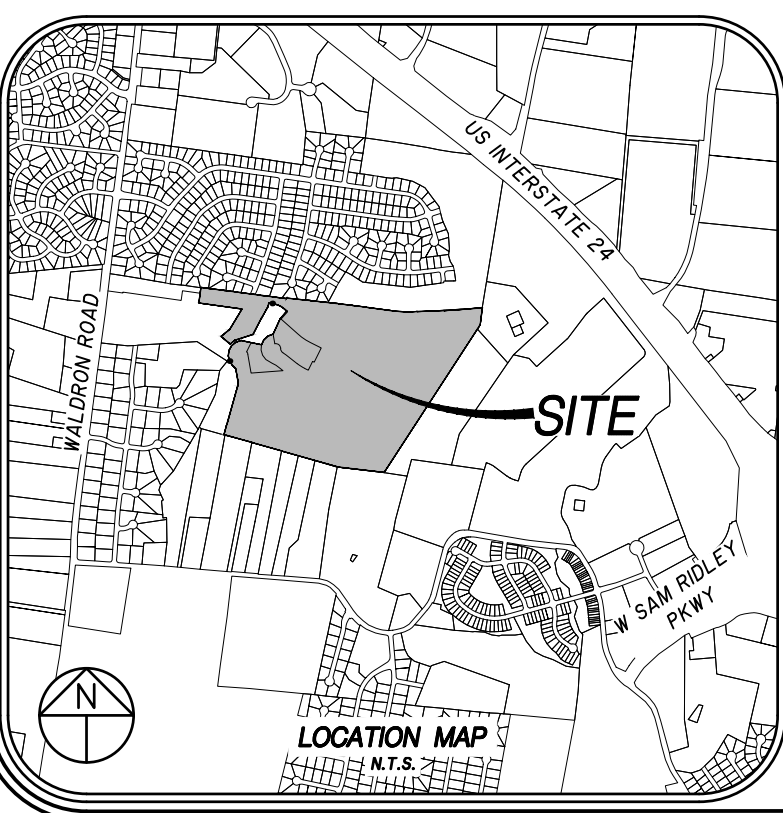


**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CI	275.00'	033°32'29"	160.99'	N 65° 08' 05" W	158.70'

**LINE TABLE**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 81° 57' 09" E	87.39'	L18	N 85° 34' 06" E	279.70'	L35	N 47° 52' 00" E	60.32'
L2	S 82° 58' 14" E	173.08'	L19	S 07° 40' 53" W	192.61'	L36	N 69° 11' 26" E	61.05'
L3	S 82° 17' 03" E	132.25'	L20	S 31° 55' 42" W	55.13'	L37	N 25° 07' 27" E	194.03'
L4	S 82° 24' 12" E	281.33'	L21	N 74° 02' 42" W	349.56'	L38	N 41° 38' 09" E	110.03'
L5	S 82° 45' 19" E	173.14'	L22	N 74° 10' 15" W	329.39'	L39	N 48° 21' 51" W	29.12'
L6	S 81° 50' 13" E	115.75'	L23	N 15° 49' 45" E	115.97'	L40	N 81° 54' 19" W	40.01'
L7	N 37° 36' 17" E	8.05'	L24	N 04° 33' 24" E	45.83'	L41	S 08° 05' 41" W	24.89'
L8	S 84° 21' 35" E	79.10'	L25	N 09° 31' 54" W	148.29'	L42	S 19° 12' 25" W	29.63'
L9	S 83° 55' 22" E	190.00'	L26	N 43° 47' 38" W	60.20'	L43	S 29° 57' 25" W	131.51'
L10	S 83° 37' 52" E	319.58'	L27	N 33° 20' 32" W	54.48'	L44	S 27° 37' 47" W	211.76'
L11	S 83° 14' 19" E	153.41'	L28	N 12° 54' 11" W	62.61'	L45	S 72° 39' 59" W	210.11'
L12	S 82° 21' 59" E	158.31'	L29	N 08° 41' 43" E	61.05'	L46	S 51° 20' 34" W	70.47'
L13	S 82° 07' 16" E	310.21'	L30	N 30° 01' 09" E	61.05'	L47	N 49° 19' 09" W	132.28'
L14	S 85° 43' 45" E	150.65'	L31	N 51° 20' 34" E	61.05'	L48	N 51° 20' 34" E	119.42'
L15	N 87° 14' 08" E	113.38'	L32	N 72° 39' 59" E	61.05'	L49	N 31° 29' 27" E	271.18'
L16	N 88° 03' 46" E	303.86'	L33	S 77° 49' 47" E	232.09'	L50	N 08° 05' 41" E	176.02'
L17	N 86° 11' 52" E	149.82'	L34	N 26° 13' 47" E	64.89'			



**BOUNDARY EXHIBIT**

**PROPOSED SECTIONS 2-6**

**MISSION HILLS**

WALDRON ROAD, LAVERGNE, TENNESSEE, 37086  
3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

MERITAGE HOMES OF TENNESSEE, INC.  
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN  
MAP 029, P/O PARCEL 22.02

DAVID PIERCE AND NANCY STARNES  
RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN  
MAP 29, P/O PARCEL 22.14

**SEC, Inc.** **SITE ENGINEERING CONSULTANTS**  
ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
WWW.SEC-CIVIL.COM  
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129  
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 22078.49	DATE: 3/16/2026 REV:	FILE: 22078 Mission Hills S2-6	DRAWN BY: WCC	SCALE: 1" = 200'	SHEET 1 OF 1
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**MAP 029, P/O PARCEL 22.02**  
**MERITAGE HOMES OF TENNESSEE, INC.**  
**RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN**  
**MAP 029, P/O PARCEL 22.14**  
**DAVID PIERCE AND NANCY STARNES**  
**RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN**  
**4,038,809 SQUARE FEET, 92.718± ACRES**

A PARCEL OF LAND LYING IN THE 3<sup>RD</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND THE REMAINING PORTION OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02) – R.BK. 2435, PG. 2811 (R.O.R.C., TN), THE REMAINING PORTION OF DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154; THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE **POINT OF BEGINNING**;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74' AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49' AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 21' 35" E FOR A DISTANCE OF 79.10' TO A POINT;
9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70' AND 201.00' AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER

(032-006.00);

THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);

THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03' AND 451.07' AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);

THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);

THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 329.39' TO A POINT;

THENCE, WITH NEW LINES THROUGH MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE FOLLOWING (6) CALLS:

1. N 15° 49' 45" E FOR A DISTANCE OF 115.97' TO A POINT;
2. N 15° 53' 49" E FOR A DISTANCE OF 449.11' TO A POINT;
3. N 04° 33' 24" E FOR A DISTANCE OF 45.83' TO A POINT;
4. N 09° 31' 54" W FOR A DISTANCE OF 148.29' TO A POINT;
5. N 43° 47' 38" W FOR A DISTANCE OF 60.20' TO A POINT;
6. N 33° 20' 32" W FOR A DISTANCE OF 54.48' TO A POINT;

THENCE, WITH THE SOUTH LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (6) CALLS:

1. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH THE SOUTH LINE OF AND THROUGH A PORTION OF PIERCE AND STARNES (029-022.14) S 77° 49' 47" E FOR A DISTANCE OF 232.09' TO A POINT;

THENCE, WITH THE EASET LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (3) CALLS:

1. N 26° 13' 47" E FOR A DISTANCE OF 64.89' TO A POINT;
2. N 47° 52' 00" E FOR A DISTANCE OF 60.32' TO A POINT;
3. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH NEW LINES THROUGH PIERCE AND STARNES (029-022.14), THE FOLLOWING (2) CALLS:

1. N 25° 07' 27" E FOR A DISTANCE OF 194.03' TO A POINT;
2. N 41° 38' 09" E FOR A DISTANCE OF 110.03' TO A POINT;

THENCE, WITH THE NORTH AND EAST LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (13) CALLS:

1. N 48° 21' 51" W FOR A DISTANCE OF 29.12' TO A POINT;
2. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
3. N 81° 54' 19" W FOR A DISTANCE OF 40.01' TO A POINT;
4. S 08° 05' 41" W FOR A DISTANCE OF 24.89' TO A POINT;
5. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
6. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
7. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
8. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
9. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
10. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
11. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
12. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
13. N 81° 54' 10" W FOR A DISTANCE OF 490.23' TO A POINT;

THENCE, WITH THE EAST LINE OF PIERCE AND STARNES (029-022.14) AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE **POINT OF BEGINNING**;

HAVING AN AREA OF 4,038,809± SQUARE FEET, 92.718± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

ALSO, BEING A PORTION OF THE SAME PROPERTY CONVEYED TO DAVID PIERCE AND NANCY STARNES BY DEED OF RECORD IN BOOK 2435, PAGE 2737 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

- 1) S 51°35'44" E FOR A DISTANCE OF 1,387.55' TO AN IRON PIN;
- 2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;
- 3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

- 1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
- 2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAN LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAN AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

- 1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
- 2) THENCE, S 86°11'52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
- 3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
- 4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
- 5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
- 6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
- 7) THENCE, N 82°21'59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
- 8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
- 9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

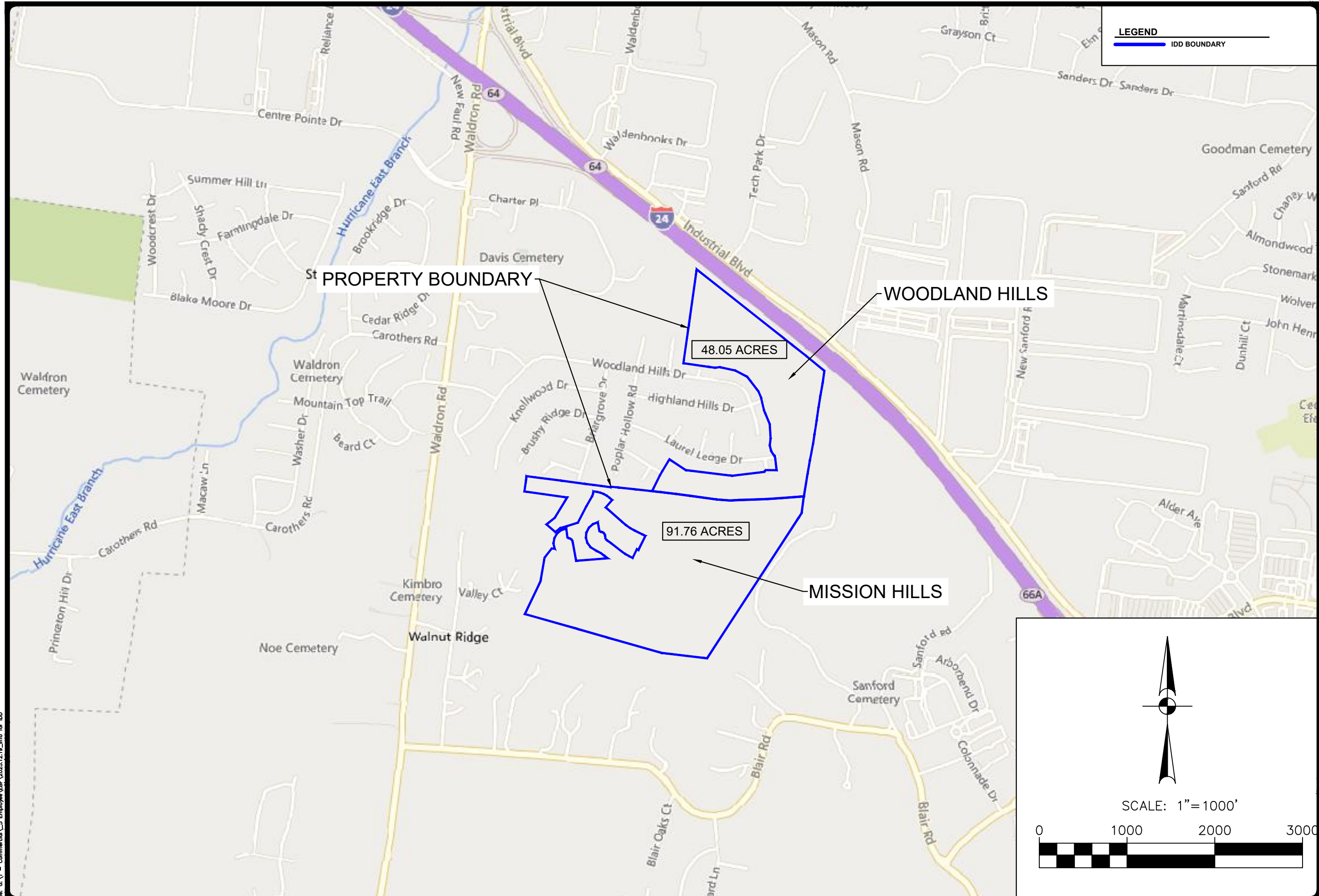
- 1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
- 2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
- 3) THENCE, N 31°07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
- 4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
- 5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
- 6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
- 7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;

- 8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
  - 9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
  - 10) THENCE, N 06°41'45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
  - 11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
  - 12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
  - 13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
  - 14) THENCE, N 07°22'14" E FOR A DISTANCE OF 77.43' TO AN IRON PIN;
  - 15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);
  - 16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
  - 17) N 12°56'22" W FOR A DISTANCE OF 148.01' TO AN IRON PIN;
  - 18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
  - 19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
  - 20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' TO AN IRON PIN;
  - 21) THENCE, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN IRON PIN;
  - 22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
  - 23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' TO AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
  - 24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;
- THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

## APPENDIX A

Date: January 19, 2026, 8:18 AM - User ID: BPeterson  
File: 8-V - Commercial - Employee Map - 2025-12-19\_216 for BD



**LEGEND**  
IDD BOUNDARY

PROPERTY BOUNDARY

48.05 ACRES

WOODLAND HILLS

91.76 ACRES

MISSION HILLS

# WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

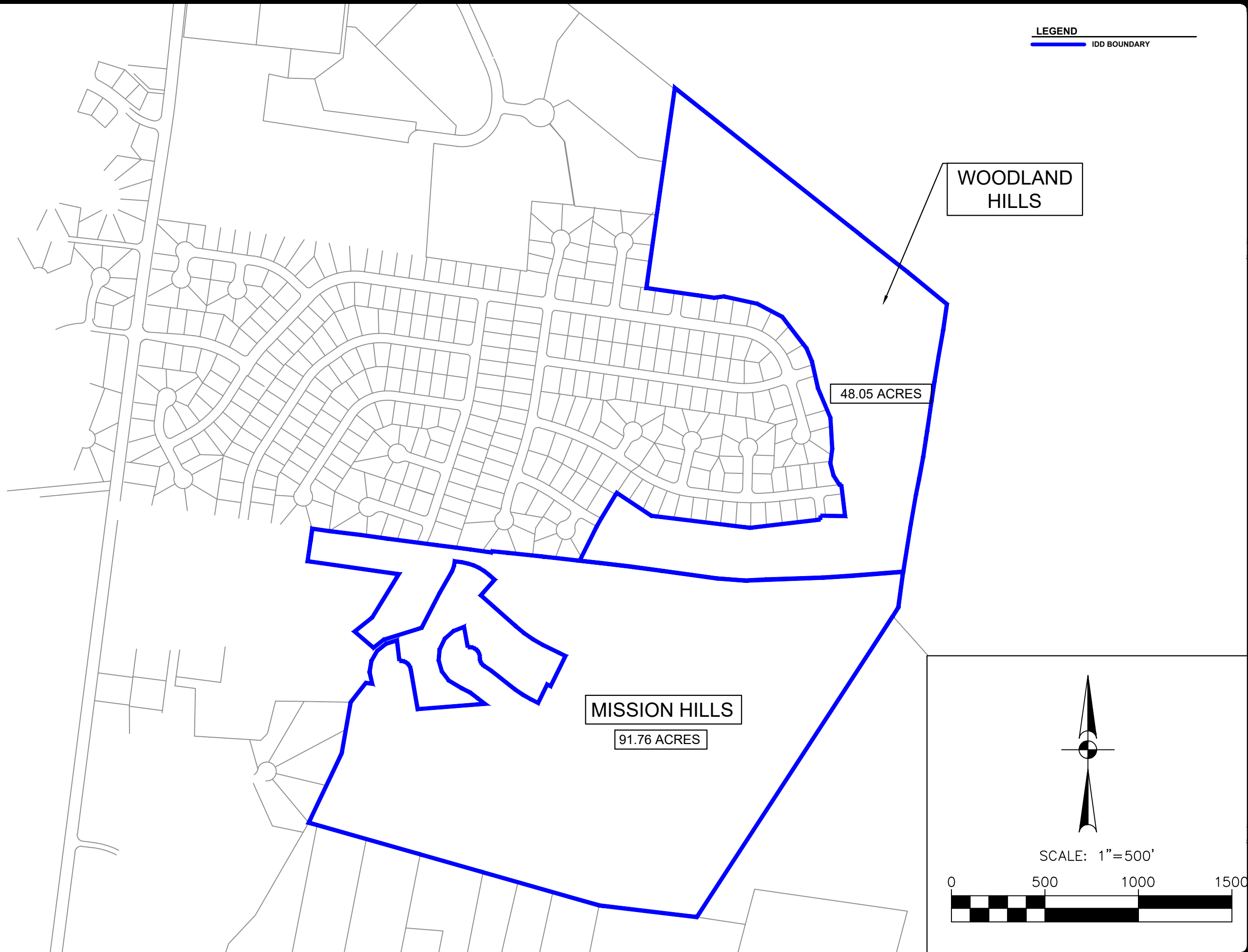
LOCATION MAP

JOB NO.	21300101-00
DATE	02/16/2026
DESIGNER	M. SHERIDAN
CHECKED	EBF
DRAWN	MCS
SHEET	1

**PAPE-DAWSON**  
4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591  
TENNESSEE A&E PROFESSIONALS FIRM #11104

Date: January 19, 2026, 8:19 AM - User: JD - B.Patterson  
File: S:\ - Commercial\CS - Employee\B.Patterson\2025\12.19.2016 for ID

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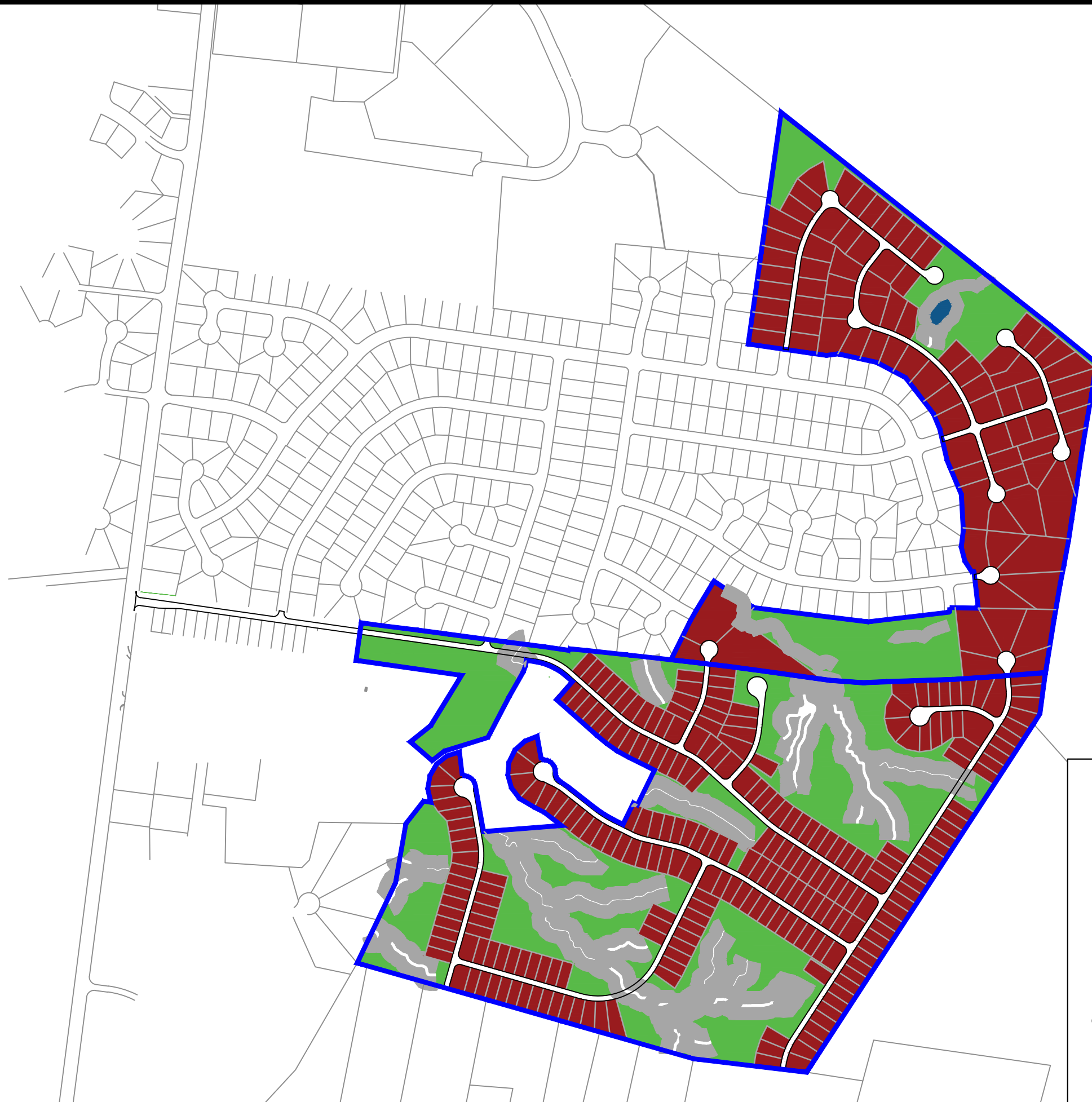
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4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591  
TENNESSEE A&E PROFESSIONALS FIRM #11104

**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
BOUNDARY MAP






JOB NO. 21300101-000  
DATE 02/16/2026  
DESIGNER M. SHERIDAN  
CHECKED EBF  
DRAWN MCS  
SHEET 2

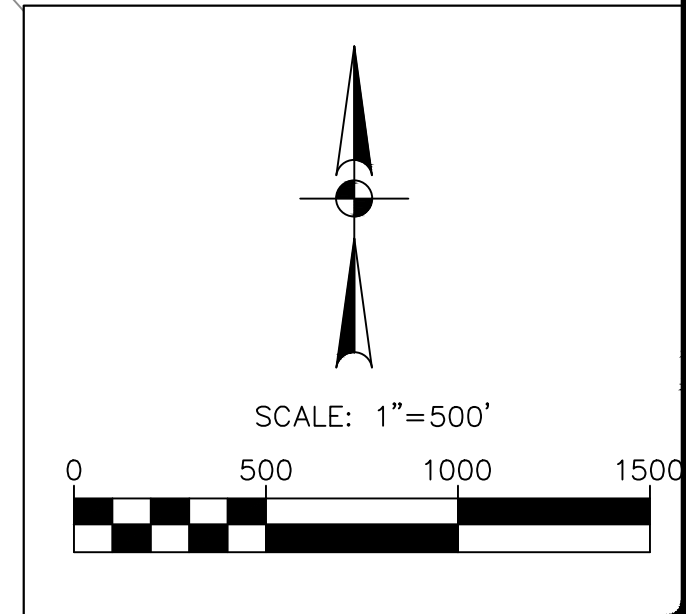
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File: S:\ - Commercial\CS - Employee\B.Patterson\2025\12\_19\_2016 for IDD

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**LEGEND**

-  IDD BOUNDARY
-  OPEN/GREEN SPACE
-  SINGLE FAMILY LOTS
-  DETENTION PONDS
-  STREAM BUFFER



**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
CONCEPT PLAN

JOB NO. 21300101-000  
DATE 02/16/2026  
DESIGNER M. SHERIDAN  
CHECKED EBF  
DRAWN MCS  
SHEET 3

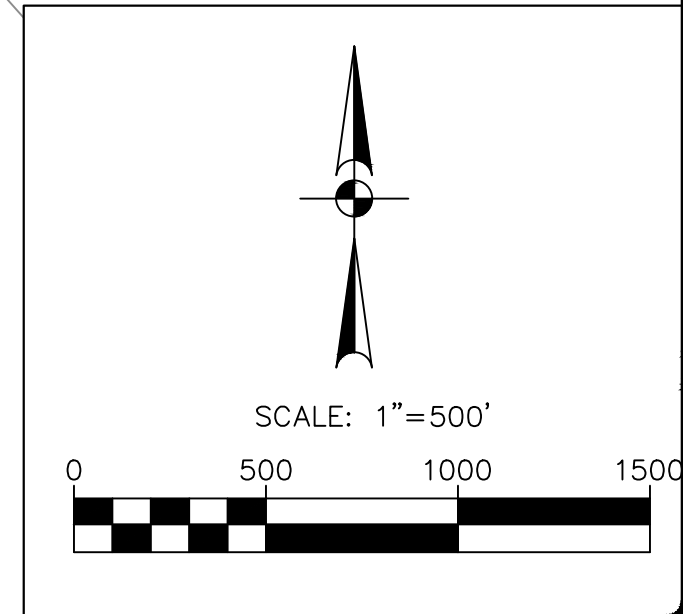
**PAPE-DAWSON**  
4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591  
TENNESSEE A&E PROFESSIONALS FIRM #11104

Date: January 19, 2026, 8:20 AM - User: D:\B\B\Benson  
File: S:\Commercial\CS Employee\BEP\2025\12\19\_2116\_for\_BD



**LEGEND**

- IDD BOUNDARY
- POTABLE WATER LINE

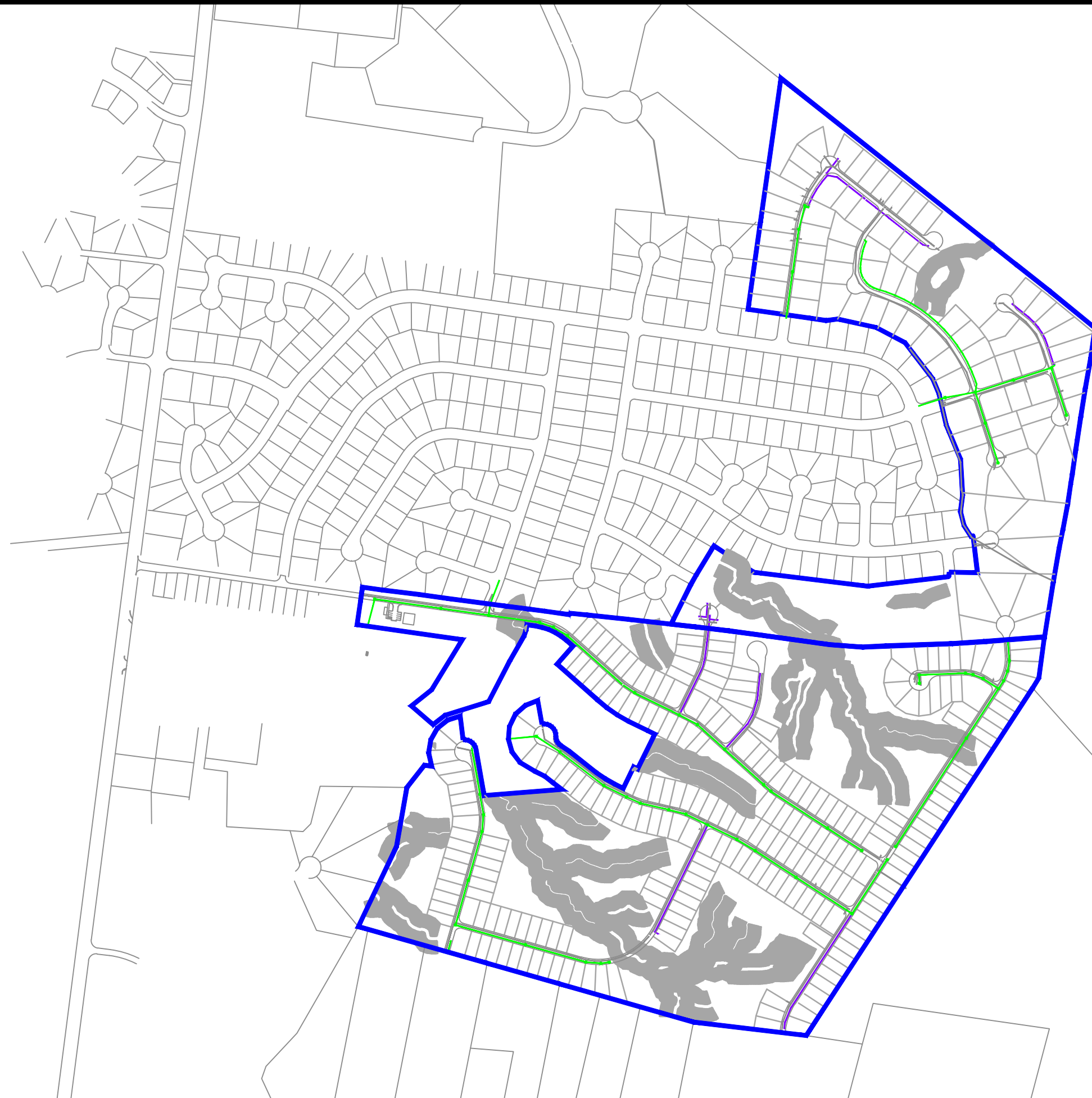


**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
POTABLE WATER DISTRIBUTION SYSTEM MAP

JOB NO. 21300101-000  
DATE 02/16/2026  
DESIGNER M. SHERIDAN  
CHECKED EBF  
DRAWN MCS  
SHEET 4

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TENNESSEE A&E PROFESSIONALS FIRM #11104

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File: S:\ - Commercial\CS - Employee\B.Patterson\2025\12\19\_2016\_for\_DD



**LEGEND**

- IDD BOUNDARY
- SANITARY LINE
- FORCE MAIN LINE



SCALE: 1"=500'

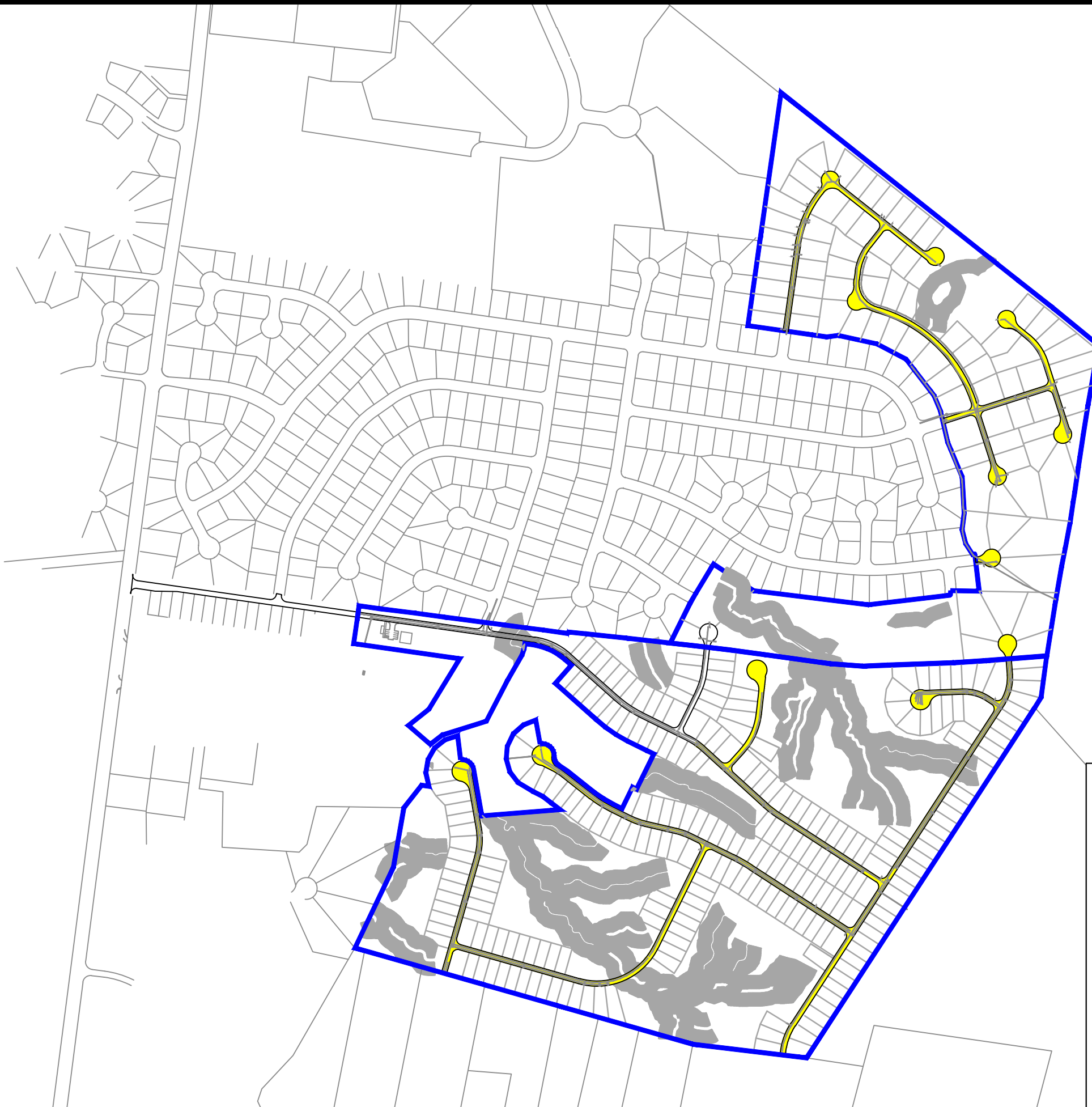


**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
WASTEWATER SYSTEM MAP

JOB NO.	21300101-000
DATE	02/16/2026
DESIGNER	M. SHERIDAN
CHECKED	EBF
DRAWN	MCS
SHEET	5

**PAPE-DAWSON**  
4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591  
TENNESSEE A&E PROFESSIONALS FIRM #11104

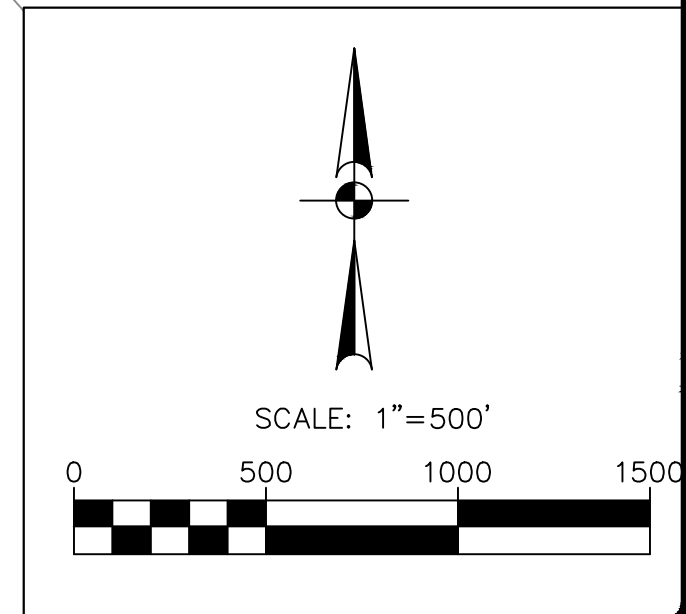
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**LEGEND**

— IDD BOUNDARY

■ ROADWAY AREA



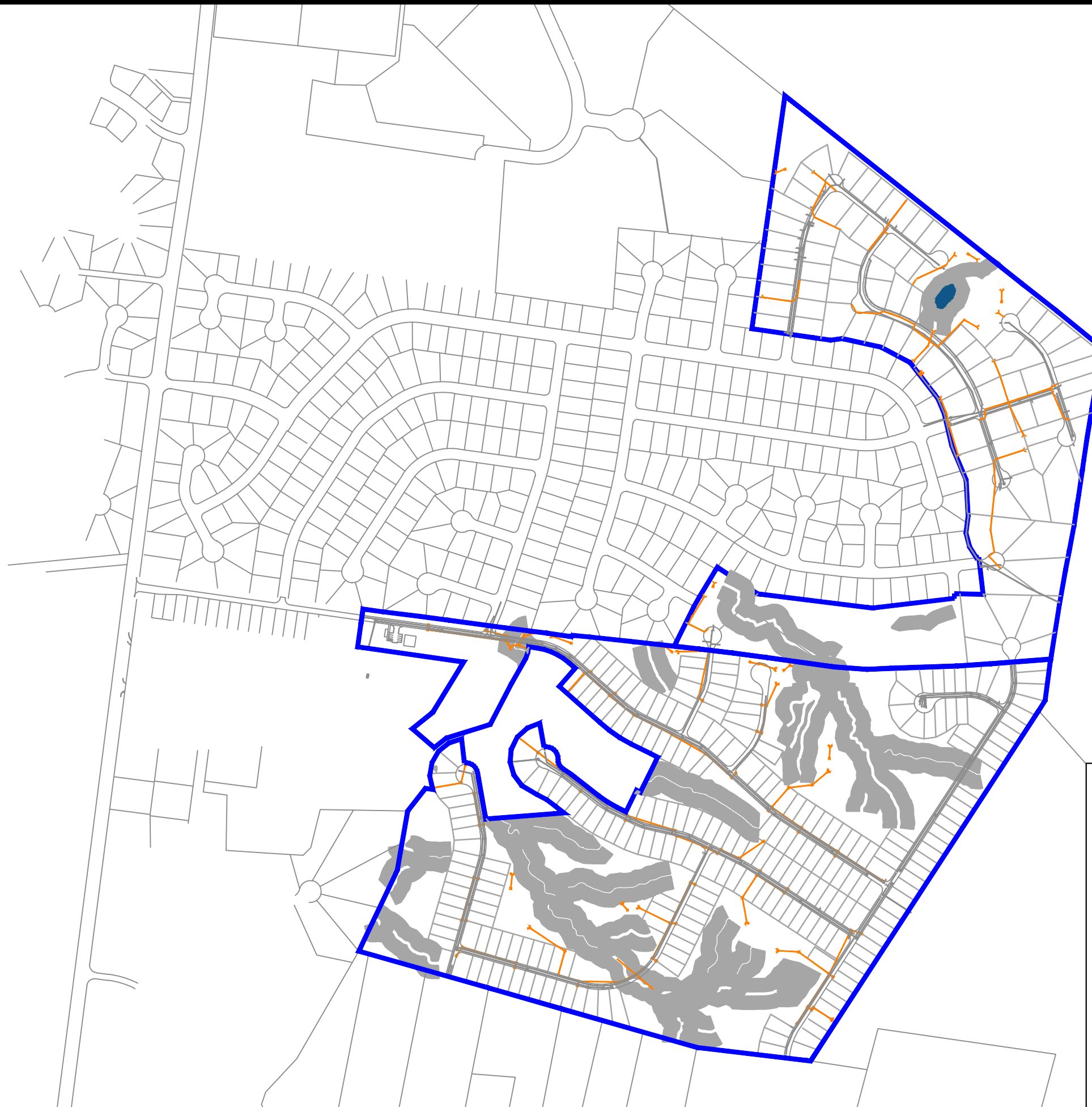
**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
ROADWAY NETWORK MAP

JOB NO. 21300101-000  
DATE 02/16/2026  
DESIGNER M. SHERIDAN  
CHECKED EBF  
DRAWN MCS  
SHEET 6




**PAPE-DAWSON**  
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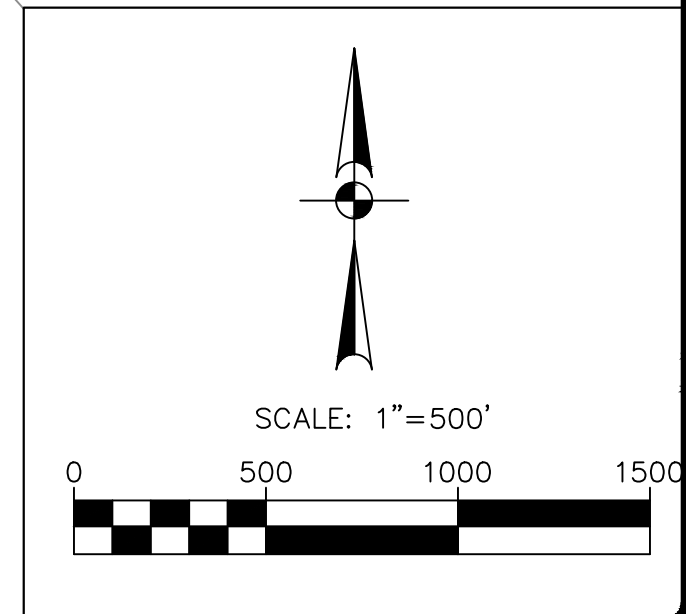
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**LEGEND**

-  IDD BOUNDARY
-  STORMWATER INFRASTRUCTURE
-  EXISTING PONDS

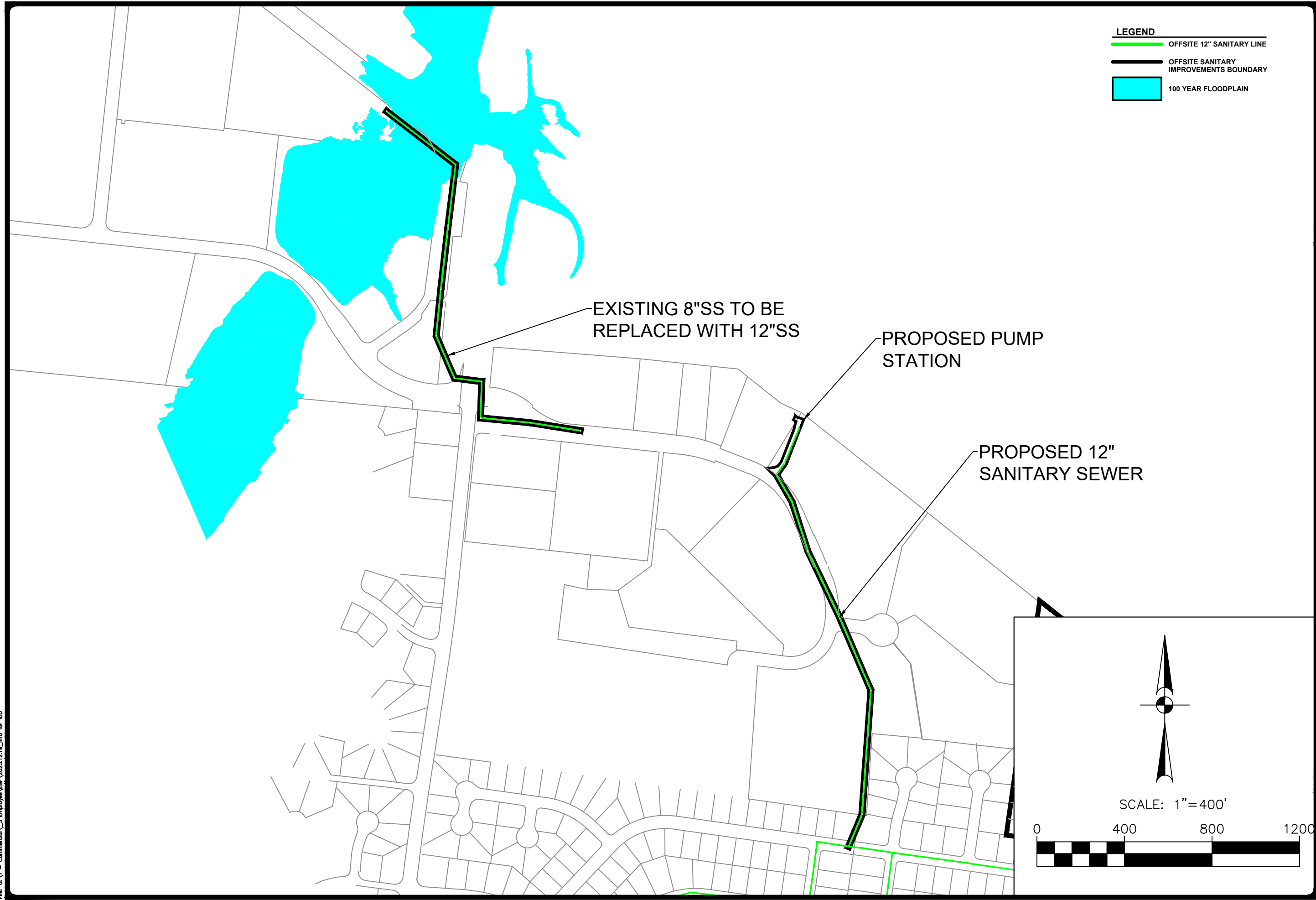


**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
STORMWATER MANAGEMENT SYSTEM MAP

JOB NO.	21300101-000
DATE	02/16/2026
DESIGNER	M. SHERIDAN
CHECKED	EBF
DRAWN	MCS
SHEET	7

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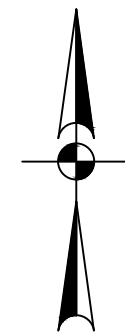


- LEGEND**
- OFFSITE 12" SANITARY LINE
  - OFFSITE SANITARY IMPROVEMENTS BOUNDARY
  - 100 YEAR FLOODPLAIN

EXISTING 8"SS TO BE REPLACED WITH 12"SS

PROPOSED PUMP STATION

PROPOSED 12" SANITARY SEWER



SCALE: 1" = 400'



**PAPE-DAWSON**  
4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591  
TENNESSEE A&E PROFESSIONALS FIRM #11104

**WOODLAND HILLS AND MISSION HILLS**  
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY  
OFFSITE SANITARY IMPROVEMENTS

JOB NO. 21300101-000  
DATE 02/16/2026  
DESIGNER M. SHERIDAN  
CHECKED EBF  
DRAWN MCS  
SHEET 8

**EXHIBIT C**

**MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT**

# WALDRON ROAD RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

## Master Special Assessment Methodology Report

February 23, 2026



Provided by:

**Wrathell, Hunt & Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Waldron Road Residential Infrastructure Development District (the "District"), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided for the benefit of the District.

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to "District" in the report refer to the area of land to be assessed and not a separate governmental entity. The special assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

### **1.2 Scope of the Report**

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Pape-Dawson (the "Project Engineer") and dated February 2026 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment resulting from the provision and funding of the CIP.

### **1.3 Special Benefits and General Benefits**

The public infrastructure improvements undertaken and funded for the benefit of the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### **1.4 Organization of the Report**

*Section Two* describes the development program as proposed by the Developers, as defined below.

*Section Three* provides a summary of the CIP as determined by the Project Engineer.

*Section Four* discusses the financing program for the District.

*Section Five* introduces the special assessment methodology for the District.

### **2.0 Development Program**

#### **2.1 Overview**

The CIP will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee (the "Development" or "Waldron Road"). The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

#### **2.2 The Development Program**

The development of Waldron Road is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the “Developers”). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Waldron Road.

### **3.0 The Capital Improvement Plan**

#### **3.1 Overview**

The public infrastructure costs to be funded for the benefit of the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

#### **3.2 Capital Improvement Plan**

The public infrastructure improvements that are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The Developers, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, off-site sewer improvements, along with soft costs & fees and contingency, which cumulatively are estimated by the Project Engineer at \$20,554,715.50.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

### **4.0 Financing Program**

#### **4.1 Overview**

As noted above, the Developers are embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

## **5.0 Assessment Methodology**

### **5.1 Overview**

As described above, the infrastructure improvements that are part of the CIP outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. All properties that receive special benefits from the CIP will be assessed for their fair share of such infrastructure costs (including any debt service associated therewith).

### **5.2 Benefit Allocation**

The most current development plan anticipates the development of a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the costs of such improvements through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development as measured by a standard unit called an Equivalent Residential Unit ("ERU"). The table below illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development, the total ERU counts for each unit type, and the maximum annual assessment per unit anticipated by the Developers.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

Generally stated, the bond assessments have been established based on ERU values per land use category and product type and the share of benefit received by each land use category and product type. As generally noted in the Report, additional land use categories and product types may be developed throughout the development period. To that end, the District's Assessment Consultant will use the benefit allocation methodology used in the Report to (i.) derive ERU factors for the new product types and (ii) allocate proportionate share of the bond assessments to such new product types.

### **5.3 Assigning Debt**

The Benefit Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Benefit Assessments will initially be levied on approximately 139.81 +/- gross acres on an equal pro-rata gross acre basis and thus the total Benefit Assessments in the amount of \$28,575,000 will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of \$204,384.52 per acre.

As the land is platted, the Benefit Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Benefit Assessments to platted parcels will reduce the amount of Benefit Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Benefit Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Benefit Assessments transferred at sale.

### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property

within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Benefit Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

#### **5.6 True-Up Mechanism**

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Benefit Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally

contemplated under the Development Plan, then the District shall allocate the Benefit Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Benefit Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Benefit Assessments for all assessed properties within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Benefit Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Benefit Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Benefit Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Benefit Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Tennessee

Code 7-84-801 through 7-84-828 upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Benefit Assessment installment payable for such lands, and shall constitute part of the Benefit Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Benefit Assessments levied run with the land, and such Benefit Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Benefit Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Benefit Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

## **5.7 Assessment Roll**

The Benefit Assessments of \$28,575,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Benefit Assessments shall be paid in thirty (30) annual principal installments.

## **5.8 Additional Items Regarding Benefit Assessment Imposition and Allocation**

This master assessment methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein

comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Benefit Assessments are levied, provided that Benefit Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developers may opt to “buy down” the Benefit Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Benefit Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developers to pay down Benefit Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

No Benefit Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the master homeowners’ association.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the host municipality may elect to reallocate the Benefit Assessments provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District’s CIP. Certain financing, development and engineering data was provided by the Project Engineer and/or the Developer. The allocation methodology described herein was based

on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

**Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

### Waldron Road

#### Residential Infrastructure Development District

##### Development Plan

Product Type	Total Number of Units
Single-family	335
<b>Total</b>	<b>335</b>

Table 2

### Waldron Road

#### Residential Infrastructure Development District

##### Capital Improvement Plan

Improvement	Total CIP Costs
Potable Water Distribution System	\$ 1,723,761.00
Wastewater System	\$ 3,753,589.24
Stormwater Management System (No Earthwork)	\$ 977,773.36
On-site Roadway Improvements	\$ 1,524,168.00
Off-site Sewer Improvements	\$ 5,645,500.00
Soft Costs & Fees	\$ 1,000,000.00
Contingency (25%)	\$ 3,656,197.90
Impact Fees	\$ 2,273,726.00
<b>Total</b>	<b>\$ 20,554,715.50</b>

Table 3

### Waldron Road

#### Residential Infrastructure Development District

##### Preliminary Sources and Uses of Funds

###### Sources

Bond Proceeds:	
Par Amount	\$28,575,000.00
<b>Total Sources</b>	<b>\$28,575,000.00</b>

###### Uses

Project Fund Deposits:	
Project Fund	\$20,554,715.50
Other Fund Deposits:	
Debt Service Reserve Fund	\$2,302,756.48
Capitalized Interest Fund	\$4,000,500.00
Delivery Date Expenses:	
Costs of Issuance	\$1,714,500.00
Rounding	\$2,528.02
<b>Total Uses</b>	<b>\$28,575,000.00</b>

###### Financing Assumptions

Coupon Rate: 7%  
 Capitalized Interest Period: 24 months  
 Term: 30 Years  
 Underwriter's Discount: 2% - \$571,500  
 Cost of Issuance: 4% - \$1,143,000

Table 4

### Waldron Road

#### Residential Infrastructure Development District

##### Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
<b>Total</b>	<b>335</b>		<b>335.00</b>

Table 5

## Waldron Road

### Residential Infrastructure Development District

Benefit Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Benefit Assessment Apportionment	Benefit Assessment Apportionment per Unit	Annual Benefit Assessment Debt Service per Unit/ per Sq Ft.*
Single-family	335	\$20,554,715.50	\$28,575,000.00	\$85,298.51	\$6,873.90
<b>Total</b>	<b>335</b>	<b>\$20,554,715.50</b>	<b>\$28,575,000.00</b>		

\* Does not include costs of collection or allowance for early payment discount. Principal and Interest ONLY

## **EXHIBIT "A"**

Benefit Assessments in the estimated amount of \$28,575,000 are proposed to be levied uniformly over the area described below:

**EXHIBIT D**

**SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT**

# WALDRON ROAD RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Preliminary First Supplemental  
Special Assessment Methodology Report

February 27, 2026



Provided by:

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## 1.0 Introduction

### 1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated February 27, 2026 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Waldron Road Residential Infrastructure Development District (the “District”), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of the 335 residential units projected to be developed within the District (defined herein.)

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to “District” in the report refer to the area of land to be assessed and not a separate governmental entity. The assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

### 1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District’s overall “Capital Improvement Plan” or “CIP” related to the development of the 335 residential units within the District, such funded portion referred to herein as the “2026 Project”. The CIP is described in the Engineer’s Report dated February 2026 (the “Engineer’s Report”) developed by Pape-Dawson (the “Project Engineer”). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the 2026 Project with proceeds of indebtedness projected to be issued by the District.

**Please note that this First Supplemental Report is preliminary in nature and the final First Supplemental Report cannot be**

**approved nor adopted until after the herein defined bonds have been priced, resulting in the final assessment amounts.**

### **1.3 Special Benefits and General Benefits**

The public infrastructure improvements undertaken and funded by the District as part of the 2026 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District as well as general benefits to properties within the District but outside of the District, outside of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's 2026 Project enables properties within the District to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the District properties receive compared to those lying outside of the boundaries of the District.

The 2026 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

### **1.4 Organization of the First Supplemental Report**

*Section Two* describes the development program as proposed by the Developers, as defined below.

*Section Three* provides a summary of the 2026 Project as determined by the Project Engineer.

*Section Four* discusses the financing program for the District.

*Section Five* introduces the special assessment methodology for the District.

## **2.0 Development Program**

### **2.1 Overview**

The District will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee. The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

### **2.2 The Development Program**

The development of the Waldron Road development project is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 residential units developed over a two year period in multiple development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

## **3.0 The 2026 Project**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 The 2026 Project**

The Capital Improvement Plan needed to serve the District is projected to consist of improvements which will serve all of the lands in the District. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, and off-site sewer

improvements, along with soft costs & fees and contingency, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Engineer's Report, the public infrastructure improvements are projected to be constructed within one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at \$20,554,715 (previously defined herein as the "CIP").

Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

### **4.2 Types of Bonds Proposed**

The financing plan for the District provides for the issuance of the Series 2026 Bonds in the estimated principal amount of \$5,765,000\* to finance a portion of the CIP costs in the estimated total amount of

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\* Preliminary, subject to change.

\$4,142,000\*, such funded portion referred to as the 2026 Project. It is anticipated that any costs of the CIP which are not funded by the Series 2026 Bonds will be completed or funded by the Developers. The Series 2026 Bonds are structured to be amortized in 30 annual installments. Following an approximate 24-month capitalized interest period, interest payments on the Series 2026 Bonds would be made every June 1 and December 1, and principal payments on the Series 2026 Bonds would be made either every June 1 or December 1.

In order to finance a portion of the costs of the CIP in the estimated total amount of \$4,142,000\*, the District will need to borrow funds and incur indebtedness in the estimated principal amount of \$5,765,000\*. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2026 Bonds provides the Developers and City with funds necessary to construct/acquire the infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District and outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2026 Project.

### **5.2 Benefit Allocation**

The current development plan for the District envisions the development of 335 residential units, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the public infrastructure improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases of development within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of public improvements, the public infrastructure improvements are projected to be constructed in one infrastructure construction phase with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

As stated previously, the public infrastructure improvements included in the 2026 Project have a logical connection to the special and peculiar benefits received by the assessable land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable land within the District, the District will assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this First Supplemental Report proposes that the benefit associated with the CIP of the District is to be allocated to the single unit type proposed to be developed within the District on a uniform basis, with each unit of the single-family unit type assigned the uniform standard factor unit called an Equivalent Residential Unit ("ERU") of 1.00. Should the development plan change to include different unit types, the benefit associated with the CIP is proposed to be allocated to the different unit types in proportion to the density of development as measured by the ERU. Table 4 in the *Appendix* illustrates the unitary ERU weight that is proposed to be assigned to the single unit type contemplated to be

developed within the District, the total ERU count, and the share of the benefit received by the single unit type.

The rationale behind the single ERU weight is supported by the fact that generally and on average parcels representing the same unit type will use and benefit from the District's improvements generally the same, such as all units of the single-family unit types, as for instance, generally and on average such units may produce the same amount of storm water runoff, may produce the same number of vehicular trips, and may need the same amount of water/sewer capacity. As the exact amount of the benefit is not possible to be calculated at this time, the use of the singular ERU measure serves as a reasonable approximation of the generally equal amount of benefit received by the unitary unit type from the District's improvements. Nevertheless, should the development plan change to include different unit types with different ERU weights, the different ERU weights will be supported by the fact that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the CIP less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the CIP.

Table 5 in the *Appendix* presents the allocation of the amount of 2026 Project costs allocated to the District to the singular unit type proposed to be developed in the District based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of the 2026 Project costs allocable to the District to be contributed by the Developers. With the Series 2026 Bonds funding an estimated \$4,142,000\* in costs of the 2026 Project, the Developers is anticipated to fund improvements valued at an estimated \$16,412,716\* which will not be funded with proceeds of the Series 2026 Bonds. Finally, Table 6 in the *Appendix* presents the apportionment of the non-ad valorem special assessments securing the Series 2026 Bonds (herein, the "Series 2026 Bond

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\* Preliminary, subject to change.

Assessments”) and also present the annual levels of the projected annual debt service assessments per unit.

**Amenities** - No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development.

**Governmental Property** - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2026 Bond Assessments thereon), all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

### 5.3 Assigning Debt

As the land in the District is not yet platted for its intended final use and the precise location of the singular product type by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and in an estimated amount of \$5,765,000\*. This will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of \$41,235\* per gross acre.

When the land is platted, the Series 2026 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of the Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2026 Bond Assessments levied on unplatted gross acres within the District of the District.

**Transferred Property** - In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developers, the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developers to that Transferred Property, subject to review by the District’s methodology consultant or Administrator, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property,

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\* Preliminary, subject to change.

regardless of the total number of residential units ultimately platted. This total Series 2026 Bond Assessments are fixed to the Transferred Property at the time of the sale.

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. the District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2026 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District within the District according to

reasonable estimates of the special and peculiar benefits derived from the 2026 Project.

## **5.6 True-Up Mechanism**

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands within the District are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands within the District after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan for the District, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within the Property, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan for the District showing the number and type of units reasonably planned for the development, b) the revised, overall Development Plan for the District showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan for the District, and e) documentation that shows the feasibility of implementing the proposed Development Plan for the District. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bond Assessments and the District will conduct new proceedings under Tennessee Code 7-84-801 through 7-84-828 upon the advice of Bond Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bond Assessments to the next interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before a semi-annual interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. the Administrator and/or City will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the Administrator or Assessment Consultant's review of the final plat for the developable acres within the District, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior to the City's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

## **5.7 Assessment Roll**

The Series 2026 Bond Assessments in the estimated amount of \$5,765,000\* are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by Project Engineer and/or the Developers. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board, or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.**

## **7.0 Appendix**

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\* Preliminary, subject to change.

Table 1

## Waldron Road

### Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
<b>Total</b>	<b>335</b>

Table 2

## Waldron Road

### Residential Infrastructure Development District

Capital Improvement Plan - 2026 Project

Improvement	Total CIP Costs
Potable Water Distribution System	\$ 1,723,761.00
Wastewater System	\$ 3,753,589.24
Stormwater Management System (No Earthwork)	\$ 977,773.36
On-site Roadway Improvements	\$ 1,524,168.00
Off-site Sewer Improvements	\$ 5,645,500.00
Soft Costs & Fees	\$ 1,000,000.00
Contingency (25%)	\$ 3,656,197.90
Impact Fees	\$ 2,273,726.00
<b>Total</b>	<b>\$ 20,554,715.50</b>

Table 3

## Waldron Road

### Residential Infrastructure Development District

Preliminary Sources and Uses of Funds

Series 2026
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**Sources**

Bond Proceeds:	
Par Amount	\$5,765,000.00
<b>Total Sources</b>	<b>\$5,765,000.00</b>

**Uses**

Project Fund Deposits:	
Project Fund	\$4,142,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$440,900.00
Capitalized Interest Fund	\$691,800.00
Delivery Date Expenses:	
Costs of Issuance	\$490,300.00
<b>Total Uses</b>	<b>\$5,765,000.00</b>

**Financing Assumptions**

Coupon Rate: 6.00%  
 Capitalized Interest Period: 24 months  
 Term: 30 Years  
 Underwriter's Discount: 2% - \$115,300  
 Cost of Issuance: \$375,000

Table 4

## Waldron Road

### Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
<b>Total</b>	<b>335</b>		<b>335.00</b>

Table 5

## Waldron Road

### Residential Infrastructure Development District

Cost Allocation

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Infrastructure to be Contributed by the Developer
Single-family	\$20,554,715.50	\$4,142,000.00	\$16,412,715.50
<b>Total</b>	<b>\$20,554,715.50</b>	<b>\$4,142,000.00</b>	<b>\$16,412,715.50</b>

Table 6

## Waldron Road

### Residential Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit*
Single-family	335	\$20,554,715.50	\$5,765,000.00	\$17,208.96	\$1,500.00
<b>Total</b>	<b>335</b>	<b>\$20,554,715.50</b>	<b>\$5,765,000.00</b>		

\*Includes 5% (subject to change) city/ county costs of collection

## EXHIBIT "A"

Series 2026 Bond Assessments in the estimated amount of \$5,765,000\* are proposed to be levied uniformly over the area described below:

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\* Preliminary, subject to change.

EXHIBIT B  
DISTRICT BOUNDARIES

The District shall consist of the following parcels with the following descriptions:

Parcel A – Parcel No.: 029-022.02

**MAP 029, P/O PARCEL 22.02  
MERITAGE HOMES OF TENNESSEE, INC.  
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN  
MAP 029, P/O PARCEL 22.14  
4,038,809 SQUARE FEET, 92.718± ACRES**

A PARCEL OF LAND LYING IN THE 3<sup>RD</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44 – P.BK. 7, PG. 128 (R.O.R.C., TN), WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36 – P.BK. 15, PG. 243 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154;  
THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE **POINT OF BEGINNING**;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;

2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74' AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49' AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 22' 30" E FOR A DISTANCE OF 79.12' TO A POINT;
9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70.00' AND 201.00' AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER (032-006.00);

THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);

THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON

FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03' AND 451.07' AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11); THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04); THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 620.22' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 44 AND THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 45; THENCE, WITH THE EAST LINES OF WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44, THE FOLLOWING (2) CALLS:

1. N 25° 29' 53" E FOR A DISTANCE OF 410.00' TO A POINT;
2. N 09° 59' 44" E FOR A DISTANCE OF 278.11' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36;

THENCE, WITH THE EAST LINE OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, N 38° 30' 03" E FOR A DISTANCE OF 134.94' TO A POINT LOCATED AT THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, A SOUTHERN CORNER OF PIERCE-STARNES AND AN WEST CORNER OF THIS PARCEL;

THENCE, WITH THE NORTH, EAST, SOUTH AND WEST LINES OF PIERCE-STARNES, THE FOLLOWING CALLS:

1. S 82° 18' 22" E FOR A DISTANCE OF 33.46' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;
7. S 06° 40' 18" E FOR A DISTANCE OF 110.00' TO A POINT;
8. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 83.25', WITH A CHORD BEARING OF S 53° 18' 28" E , WITH A CHORD LENGTH OF 75.53' ;
9. S 09° 56' 37" E FOR A DISTANCE OF 214.65' TO A POINT;
10. N 85° 37' 36" E FOR A DISTANCE OF 359.09' TO A POINT;
11. N 51° 51' 44" W FOR A DISTANCE OF 50.00' TO A POINT;
12. N 52° 54' 51" W FOR A DISTANCE OF 50.00' TO A POINT;
13. N 62° 43' 23" W FOR A DISTANCE OF 50.00' TO A POINT;
14. N 59° 18' 57" W FOR A DISTANCE OF 79.76' TO A POINT;
15. N 37° 25' 41" W FOR A DISTANCE OF 61.05' TO A POINT;
16. N 16° 06' 16" W FOR A DISTANCE OF 61.05' TO A POINT;
17. N 04° 39' 46" E FOR A DISTANCE OF 57.90' TO A POINT;

18. N 25° 59' 12" E FOR A DISTANCE OF 64.20' TO A POINT;
19. N 47° 52' 00" E FOR A DISTANCE OF 61.05' TO A POINT;
20. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;
21. S 10° 08' 52" E FOR A DISTANCE OF 110.00' TO A POINT;
22. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 97.59', WITH A CHORD BEARING OF S 49° 18' 56" E , WITH A CHORD LENGTH OF 85.28' ;
23. A REVERSE CURVE, TURNING TO THE LEFT WITH A RADIUS OF 50.00', WITH AN ARC LENGTH OF 53.33', WITH A CHORD BEARING OF S 29° 02' 17" E , WITH A CHORD LENGTH OF 50.84' ;
24. A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 325.00', WITH AN ARC LENGTH OF 43.85', WITH A CHORD BEARING OF S 55° 43' 38" E , WITH A CHORD LENGTH OF 43.81' ;
25. S 51° 51' 44" E FOR A DISTANCE OF 161.22' TO A POINT;
26. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 475.00', WITH AN ARC LENGTH OF 97.99', WITH A CHORD BEARING OF S 57° 46' 20" E , WITH A CHORD LENGTH OF 97.82' ;
27. S 63° 40' 55" E FOR A DISTANCE OF 44.64' TO A POINT;
28. N 26° 19' 05" E FOR A DISTANCE OF 109.86' TO A POINT;
29. S 64° 04' 30" E FOR A DISTANCE OF 19.97' TO A POINT;
30. N 26° 19' 05" E FOR A DISTANCE OF 178.42' TO A POINT;
31. N 63° 40' 55" W FOR A DISTANCE OF 35.82' TO A POINT;
32. N 63° 40' 08" W FOR A DISTANCE OF 100.72' TO A POINT;
33. N 60° 35' 20" W FOR A DISTANCE OF 57.73' TO A POINT;
34. N 55° 20' 36" W FOR A DISTANCE OF 58.50' TO A POINT;
35. N 50° 14' 05" W FOR A DISTANCE OF 55.76' TO A POINT;
36. N 48° 21' 51" W FOR A DISTANCE OF 250.00' TO A POINT;
37. N 41° 38' 09" E FOR A DISTANCE OF 110.00' TO A POINT;
38. N 48° 21' 51" W FOR A DISTANCE OF 39.00' TO A POINT;
39. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
40. N 81° 54' 19" W FOR A DISTANCE OF 39.99' TO A POINT;
41. S 08° 05' 41" W FOR A DISTANCE OF 24.86' TO A POINT;
42. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
43. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
44. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
45. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
46. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
47. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
48. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
49. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
50. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
51. N 81° 54' 19" W FOR A DISTANCE OF 490.24' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, WITH THE EAST LINE OF PIERCE-STARNES AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE **POINT OF BEGINNING**;

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

- 1) S 51°35'44" E FOR A DISTANCE OF 1,387.55' TO AN IRON PIN;
- 2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;
- 3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

- 1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
- 2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

- 1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
- 2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
- 3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
- 4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
- 5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
- 6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
- 7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
- 8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
- 9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

- 1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
- 2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
- 3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
- 4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
- 5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
- 6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
- 7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;
- 8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
- 9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
- 10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
- 11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
- 12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
- 13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;

- 14) THENCE, N 07°22'14" E FOR A DISTANCE OF 77.43' TO AN IRON PIN;
- 15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);
- 16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
- 17) N 12°56'22" W FOR A DISTANCE OF 148.01' TO AN IRON PIN;
- 18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
- 19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
- 20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' TO AN IRON PIN;
- 21) THENCE, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN IRON PIN;
- 22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
- 23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' TO AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
- 24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

EXHIBIT C  
FORM OF INTERGOVERNMENTAL AGREEMENT

(See Attached)

49873256.2

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (this “Intergovernmental Agreement”) is dated as of \_\_\_\_\_, 2026 by and between THE CITY OF LA VERGNE, TENNESSEE (the “City”), a public corporation, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE, TENNESSEE (the “Board”), a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee.

### **RECITALS**

The City is authorized by Tenn. Code Ann. §§ 7-84-801 et seq. (the “Special Assessment Act”) to (i) establish a real estate infrastructure development district, (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district and (iii) use the revenues from the special assessment so levied to pay debt service on bonds issued to finance such public infrastructure improvements.

Pursuant to the Special Assessment Act, the Board of Mayor and Aldermen of the City enacted Resolution No. \_\_, (as the same may be supplemented and amended from time to time, the “Establishment Resolution”) which (i) designated an area within the City more particularly described therein to be known as the Waldron Road Infrastructure Development District (as such infrastructure development district may be amended from time to time in accordance with the Special Assessment Act and the Establishment Resolution, the “WR IDD”) as a real estate infrastructure development district under the provisions of the Special Assessment Act; and (ii) together with and as more fully detailed in the Certificate of Mayor as to Final Assessment Designation dated the date hereof, levied an assessment amount per parcel of property within the WR IDD at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years (the “Assessment”).

Pursuant to the Special Assessment Act and the Establishment Resolution, the revenues collected from the Assessment (the “Special Assessment Revenues”) may be applied to the funding of the public infrastructure improvements (the “Projects”).

Pursuant to the Special Assessment Act and specifically Tenn. Code Ann. § 7-84-815, the City, in the Establishment Resolution, approved and requested that the Public Building Authority of Tipton County, Tennessee (the “Authority”) (i) enter into district administration agreements in compliance with the financing policies of the Authority’s LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the “Bonds”), and (iii) enter into a loan agreement (the “Loan Agreement”) with the Board under which the Authority will loan the proceeds of the Bonds to the Board to finance the Projects, and the Board will repay the debt service on the Bonds, solely from Special Assessment Revenues.

For the purposes of funding the Projects for the benefit of the WR IDD, the Bonds will be designated Special Assessment Revenue Bonds (Waldron Road Infrastructure Development District) and issued in one series, in an aggregate principal amount of up to \$7,500,000 (the “Series 2026 Bonds”). The Series 2026 Bonds will be payable from the Special Assessment Revenues collected by the City, and the proceeds of the Series 2026 Bonds will be applied to the costs of the Projects.

Pursuant to the Special Assessment Act and Tenn. Code Ann. §§ 7-53-101 et seq. and 12-10-101 et seq., the Board is authorized to enter into the Loan Agreement with the Authority to facilitate the borrowing and the monetization of the Special Assessment Revenues on behalf of the City.

The Series 2026 Bonds will be issued pursuant to the terms of the Loan Agreement between the Board and the Authority and a Trust Indenture dated on or about \_\_\_\_\_, 2026 (the “Indenture”) between the Authority and UMB, as trustee (the “Trustee”). Pursuant to the Loan Agreement, the Board will assign to the Authority, and pursuant to the Indenture, the Authority will assign to the Trustee, the right to receive the Special Assessment Revenues collected by the City to secure payment of the Series 2026 Bonds.

Pursuant to the Special Assessment Act and the Establishment Resolution, the City is authorized to enter into this Intergovernmental Agreement and to contribute and pledge the Special Assessment Revenues to the Board to be further assigned to the Authority to provide for the payment of the Series 2026 Bonds and any other bonds issued pursuant to the Indenture.

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth below, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and Board hereby agree as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01 Definitions.** Capitalized terms not defined herein shall have the meaning given such terms in the Recitals of this Intergovernmental Agreement. In addition, the following terms shall have the meanings set forth below:

- (a) “Holder,” or “holder” or “Bondholder” shall mean a holder of any Series 2026 Bonds as described in the Trust Indenture.
- (b) “Intergovernmental Agreement” means this Intergovernmental Agreement, as supplemented or amended from time to time.
- (c) “State” shall mean the State of Tennessee.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.01 Representations and Warranties by the City.** The City makes the following representations and warranties:

- (a) The City is a public corporation in the State of Tennessee. The City has the power to enter into this Intergovernmental Agreement and the transactions contemplated hereunder and to carry out its obligations hereunder. The City has duly authorized the execution and delivery of this Intergovernmental Agreement.
- (b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is fully enforceable against the City in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors’ rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the City of this Intergovernmental Agreement do not and shall not constitute a violation or breach of or a default under any existing mortgage, indenture, contract, instrument or agreement binding on the City or affecting its property, or any provision of law or order of any court binding upon the City.

**Section 2.02 Representations and Warranties by the Board.** The Board makes the following representations and warranties:

(a) The Board is a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee. The Board has the power to enter into this Intergovernmental Agreement and to undertake the transactions contemplated hereby and to carry out its obligations hereunder. The Board has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed, and delivered by the Board, constitutes the valid and legally binding obligation of the Board, and is fully enforceable against the Board in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the Board, threatened before any court or administrative agency which may affect the Authority of the Board to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the Board of this Intergovernmental Agreement does not and shall not constitute a violation or breach of or default under the Act, any existing mortgage, indenture, contract, instrument or agreement binding on the Board or affecting its property, or any provision of law or order of any court binding upon the Board.

### **ARTICLE III COVENANTS AND AGREEMENTS OF THE CITY**

**Section 3.01 Collection of Special Assessment Revenues.** The City shall comply in all material respects with the requirements of the laws of the State, the Special Assessment Act and the Establishment Resolution relating to the collection of Special Assessment Revenues. The City shall cause the Assessment to be billed to property owners at the same time and in the same manner as property taxes. The City agrees to enforce payment of the Assessment so billed, as provided by law, in a timely fashion. The collection of delinquent Assessments shall be pursued by the City in the same manner as the collection of property taxes levied by the City.

**Section 3.02 Pledge and Transfer of Special Assessment Revenues.** So long as the Series 2026 Bonds remain outstanding, the City hereby agrees to remit the Special Assessment Revenues so collected to the Board, to be further remitted by the Board in the manner and for the purposes described in

Article IV below. The City agrees that all Special Assessment Revenues that have then been collected and not previously transferred to the Board shall, on the 15<sup>th</sup> day of each April and October, be transferred to and deposited with the Board. Prior to such transfer, the City shall take any and all necessary steps to identify such collected Special Assessment Revenues as restricted solely for the purposes described herein, and the City shall not pledge, encumber, transfer or spend such Special Assessment Revenues. Notwithstanding the foregoing provisions of this Section 4.02 to the contrary, that portion of the Special Assessment Revenues needed to pay the Administrative Fee, as defined and subject to the limitations set forth in Section 11 of the Establishment Resolution, shall not be remitted to the Board but shall instead be withheld and applied by the City to the costs of the Administrative Fee, whether incurred by the City or the Board. Nothing herein shall preclude the Board from directing that the transfer of Special Assessment Revenues to it be accomplished by a direct transfer of such revenues by the City to a designated account established by the Authority in connection with the issuance of the Series 2026 Bonds, including the Revenue Fund described in Section 4.02 below; and the City will comply with any such directions.

**Section 3.03 Preservation of WR IDD.** The City will not take any action that would (i) reduce the size of the WR IDD, (ii) reduce the final, established rate of Assessment, or (iii) terminate or otherwise limit the term of the WR IDD.

**Section 3.04 Continuing Disclosure; Additional Actions.** The City will provide the Board with sufficient data to enable the Board and the Authority to comply with any continuing disclosure undertaking with respect to the Bonds, including without limitation information regarding the assessed value of real property within the WR IDD, and the collection of Special Assessment Revenues. The City Mayor and the City Finance Director and the other officers and employees of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates which they may deem necessary or advisable in order to facilitate the issuance, sale and delivery of the Series 2026 Bonds by the Authority and the execution and delivery of the loan agreement described in Section 4.01 below.

#### **ARTICLE IV COVENANTS AND AGREEMENTS OF THE BOARD**

**Section 4.01 Loan Agreement between the Authority and the Board.** In connection with the issuance of the Series 2026 Bonds by the Authority, the Board hereby agrees that it will enter into a Loan Agreement with the Authority pursuant to which (a) the proceeds of the Series 2026 Bonds will be loaned by the Authority to the Board for further application to the costs of the Projects, and (b) the Special Assessment Revenues remitted by the City to the Board hereunder shall be further remitted to the Authority to provide for the payment of the Series 2026 Bonds.

**Section 4.02 Establishment of Revenue Fund.** The Board will request that the Authority establishes a separate and discrete fund or account (the “Revenue Fund”), which shall be held by the Trustee under the Indenture, for deposit of the Special Assessment Revenues paid to the Trustee by or on behalf of the City in accordance with this Intergovernmental Agreement, which fund will be held in trust by the Trustee, separate and apart from all other funds of the Authority, Board, the City or the Trustee.

**Section 4.03 Prohibition on Actions Without the Consent of the City.** Without the prior written consent of the City, the Board shall not grant any waiver, take any action, omit to take any action or, to the extent such action or omission is within the control of the Board, permit any other person or entity to take any action or omit to take any action, under any documents relating to the Series 2026 Bonds, if such waiver, action or omission would constitute or result in the sale, use, pledging or other disposition of all or any part of the Special Assessment Revenues, except to the extent that the execution and delivery of

this Intergovernmental Agreement, the establishment of the Revenue Fund under the Indenture, and the issuance of the Series 2026 Bonds constitutes a sale, use, pledging or other disposition of the Special Assessment Revenues.

## **ARTICLE V MISCELLANEOUS**

### **Section 5.01 Limited Liability of the City and the Board.**

(a) The Series 2026 Bonds shall be limited obligations of the Board and the Authority, the principal of, premium, if any, and interest on which are payable solely from the Special Assessment Revenues to be received by the Board from the City pursuant to this Intergovernmental Agreement, and neither the Series 2026 Bonds, nor the interest or any premium thereon, shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the City or any other public body, and the Series 2026 Bonds shall not constitute an indebtedness to which the faith or credit of the City or any other public body is pledged.

(b) No provision of this Intergovernmental Agreement, or any agreement, document, instrument or certificate executed, delivered or approved by the City or the Board in connection with the issuance, sale, delivery or administration of the Series 2026 Bonds shall require the City or the Board to expend or risk its own general funds, the obligations and liabilities of the City or the Board under this Intergovernmental Agreement or any documents related to the Series 2026 Bonds being solely the obligations and liability of the City and the Board under this Intergovernmental Agreement, which are payable solely from the Special Assessment Revenues.

(c) Neither the Holders nor any other person shall have any claim against the City or the Board or any officer, official, agent or employee of the City or the Board for damages suffered as a result of the City's or the Board's failure to perform in any respect any covenant, undertaking or obligation under this Intergovernmental Agreement or any documents relating to the Series 2026 Bonds or as a result of the incorrectness of any representation in, or omission from, any of this Intergovernmental Agreement, except to the extent that any such claim relates to the obligation of the City and the Board under this Intergovernmental Agreement to contribute Special Assessment Revenues. Nothing contained in this Intergovernmental Agreement or in any of documents related to the Series 2026 Bonds shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the City or the Board or any of its officers, officials, agents or employees to enforce the provisions of this Intergovernmental Agreement or any of the documents related to the Series 2026 Bonds.

**Section 5.02 Waiver of Personal Liability.** No officer, official, agent or employee of the City or the Board shall be individually or personally liable for the payment of any monies pursuant to this Intergovernmental Agreement or for any pecuniary liabilities whatsoever; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law or this Intergovernmental Agreement.

**Section 5.03 Benefit of Intergovernmental Agreement.** Except as described in Section 5.07 below, (a) nothing in this Intergovernmental Agreement, expressed or implied, is intended to give to any person other than the Board and the City any right, remedy or claim under or by reason of this Intergovernmental Agreement; and (b) any covenants, stipulations, promises or agreements in this

Intergovernmental Agreement contained by and on behalf of the City and the Board shall be for the sole and exclusive benefit of the City and Board, as applicable.

**Section 5.04 Enforcement of Intergovernmental Agreement.**

(a) If any material representation or warranty made herein proves to be false or misleading in any material respect when made or affirmed, no breach or violation of this Intergovernmental Agreement shall be deemed to occur unless and until written notice has been given to the party making such representation or warranty and such party has not remedied this failure or misrepresentation within a thirty (30) day period thereafter.

(b) No breach or violation of this Intergovernmental Agreement shall be deemed to occur as a result of the failure to observe or perform any covenant or agreement set forth herein unless and until written notice has been given to the party failing to observe or perform such covenant or agreement and such party has not remedied this failure within a thirty (30) day period thereafter.

(c) If a breach of this Intergovernmental Agreement is not remedied or cured within the time periods set forth in (a) and (b), the parties may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Intergovernmental Agreement.

**Section 5.05 Amendment.** This Intergovernmental Agreement may be amended or supplemented in accordance with the Indenture by a written instrument executed by the Board and the City. Any amendment to this Intergovernmental Agreement must be made with the same formality as this Intergovernmental Agreement, and only with the approval of the Board of Mayor and Aldermen and the Board; provided, however, that consents, approvals, waivers, amendments to cure any ambiguity and other modifications of a non-substantive nature may be negotiated and granted by the City and the Board by sole action of the Mayor of the City and the Chair of the Board, or their respective designees.

**Section 5.06 Severability.** If any part of this Intergovernmental Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Intergovernmental Agreement shall be given effect to the fullest extent possible.

**Section 5.07 Third-Party Beneficiary.** The City and the Board acknowledge and agree that the Authority is an intended and expressed third-party beneficiary of this Agreement and that the Authority may rely upon and enforce all of the representations, warranties, and covenants set forth in this Agreement.

**Section 5.08 Assignment.** This Intergovernmental Agreement may not be assigned by either party without the prior written consent of the other party and the Trustee, except that the Board may freely assign its rights hereunder to the Authority to secure the payment of the Series 2026 Bonds.

**Section 5.09 Counterparts.** This Intergovernmental Agreement may be executed in counterparts, each of which shall be deemed an original.

**Section 5.10 Effective Date; Termination.** This Intergovernmental Agreement shall be effective as of the date of issuance of the Series 2026 Bonds and shall terminate on the date as of which no Series 2026 Bonds remain outstanding.

**Section 5.11 Applicable Law.** This Intergovernmental Agreement shall be construed and enforced pursuant to the laws of the State.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

THE CITY OF LA VERGNE, TENNESSEE

By: \_\_\_\_\_  
Mayor Jason Cole

ATTEST:

\_\_\_\_\_  
Joshua Miller  
City Recorder

THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
CITY OF LA VERGNE, TENNESSEE

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary