

**Emails Between JT Smith, representing himself as Construction Director for Tom Anderson's Fairfield Glade Homes, to an FFG property owner wanting to pave a road at their own expense (the name of the property owner has been redacted for privacy purposes).**

On Tuesday, May 19, 2026, 8:48 AM, JT Smith - Fairfield Glade Homes <[jtsmith@fairfieldglade.net](mailto:jtsmith@fairfieldglade.net)> wrote:

Hi Property Owner,

Unfortunately, at this time we are not authorizing any tar & chip or paving in areas where vacant lots remain that could still be developed. The County has experienced numerous situations where roads were improved and then later damaged by construction activity associated with new home construction on adjacent undeveloped lots. This has created a number of maintenance and acceptance issues and, in some cases, has even resulted in roads being removed from the County's Approved List. Because of that, the County has asked that we not contribute further to that situation.

Since there are still two undeveloped lots on your cul-de-sac, we are unfortunately unable to authorize hard surfacing of the road at this time.

Should those lots eventually be developed, or if you and Property Owner #2 were to acquire and merge the remaining properties so that only the two existing homes remain, please feel free to reach back out and we would be happy to work with the County on a path forward.

We do not have any issue with you adding additional gravel to improve access, and I have copied Harry & Tiffany with the ACO office, so they are aware we and the County have no objection to that.

Thanks,

JT Smith  
Construction Director  
[jtsmith@fairfieldglade.net](mailto:jtsmith@fairfieldglade.net)  
(931) 200-4395  
7012 Peavine Rd  
Crossville, TN 38558

**From:** Property Owner>  
**Sent:** Tuesday, May 19, 2026 9:52 AM  
**To:** JT Smith - Fairfield Glade Homes <[jtsmith@fairfieldglade.net](mailto:jtsmith@fairfieldglade.net)>  
**Subject:** Re: Address

JT -

Thanks for the reply. Could you please send me the name and phone number of the county official who has declared this.

Thanks.  
Property Owner

[Sent from the all new AOL app for iOS](#)

On Tuesday, May 19, 2026 at 10:08:28 AM CDT, JT Smith - Fairfield Glade Homes  
<[jtsmith@fairfieldglade.net](mailto:jtsmith@fairfieldglade.net)> wrote:

Hi Property Owner,

It is the Cumberland County Planning Commission that makes the decisions regarding road acceptance. As an example, attached is a Maintenance Agreement that we were required to put in place simply to construct a brand-new road in Maple Ridge. As you can see, it is fairly involved and carries significant ongoing maintenance obligations and costs.

One of the concerns with entering into this type of agreement directly with private property owners rather than the Developer is that ownership can change at any time. If a property is sold or an owner moves away, responsibility for future maintenance and repairs can become unclear, which is one of the reasons the County has become increasingly cautious about these situations.

Unfortunately, that is what makes this much more complicated than simply someone being willing to pay to pave a road. There are long-term maintenance, liability, and acceptance issues that have to be considered as well.

Sorry it's such a complicated issue. I wish it was as simple as, "If you are willing to pay for a paved road, then you can get a paved road."

Thanks,

JT Smith  
Construction Director  
[jtsmith@fairfieldglade.net](mailto:jtsmith@fairfieldglade.net)  
(931) 200-4395  
7012 Peavine Rd  
Crossville, TN 38558

This Road Acceptance and Post-Acceptance Maintenance Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

FGH Land TN, LLC, a Tennessee limited liability company ("Developer"), and  
Cumberland County, Tennessee, a political subdivision of the State of Tennessee ("County").

#### RECITALS

WHEREAS, Developer has constructed certain road improvements within the subdivision known as Maple Ridge (the "Subdivision"), located in Cumberland County, Tennessee; and

WHEREAS, the Roads have been constructed in accordance with plans approved by the County and applicable County Road Standards; and

WHEREAS, the Developer has dedicated the necessary right-of-way for public use; and

WHEREAS, the County desires to accept the Roads into the County road system; and

WHEREAS, as a condition of such acceptance, Developer has agreed to maintain the Roads for a period of five (5) years following acceptance.

NOW, THEREFORE, the Parties agree as follows:

**1. ROADS SUBJECT TO AGREEMENT**

This Agreement applies to the following roads within the Subdivision (collectively, the "Roads"):

**Maple Ridge Ln (0.08 mi)**

**Maple Ridge Dr (0.43 mi)**

**2. ACCEPTANCE OF ROADS BY COUNTY**

Upon execution of this Agreement, the County agrees to place these roads on the Cumberland County Commission agenda for a vote on whether the roads can be placed on the County Road List. The parties understand that if the Commission votes to place them on the county road list, this agreement will become effective as of the date of said approval. If the Commission votes against placing the roads on the county road list, this agreement will be void.

**3. MAINTENANCE PERIOD**

Developer shall maintain the Roads for a period of five (5) years following the date of County acceptance ("Maintenance Period").

**4. DEVELOPER MAINTENANCE OBLIGATIONS**

Developer shall, at its sole cost and expense, maintain the Roads in a condition that meets or exceeds County standards, including pavement repair, curb maintenance, drainage maintenance, debris removal, and restoration of utility cuts.

**5. COUNTY RESPONSIBILITIES**

The Roads shall be open to the public and under County jurisdiction; however, repair costs shall remain the responsibility of Developer during the Maintenance Period except in emergencies.

**6. INSPECTION AND NOTICE**

The County may inspect the Roads at reasonable times and shall provide written notice to Developer of any deficiencies requiring correction. Developer shall promptly repair such deficiencies within a reasonable time after receipt of notice. Within sixty (60) days of the expiration of the five-year Maintenance Period, the County shall conduct a final inspection and provide Developer with written notice of any remaining deficiencies identified prior to acceptance of full maintenance responsibility by the County.

**7. ROAD DETERIORATION**

Developer is responsible to repair any deterioration including but not limited to the road surface, curb and gutter system, any road shoulder issues, any drainage issues and along with but not limited to those items set out in paragraph 4 above.

**8. FAILURE TO PERFORM**

If Developer fails to perform, the County may remove the roads from the County Road list, sue for specific performance or damages if necessitated by said breach of this agreement.

**9. COMPLETION OF MAINTENANCE PERIOD**

Upon expiration of the Maintenance Period, Developer's obligations to the county to continue maintaining the road and adjacent structures terminates.

**10. INSURANCE AND INDEMNIFICATION**

Developer shall maintain insurance and indemnify the County from claims arising from Developer's maintenance activities.

**11. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee.

12. The parties agree that in the event of a dispute arising from the agreement, the Cumberland County Chancery Court shall be the sole court holding jurisdiction over said dispute and attorney fees shall be payable to the prevailing party. These fees shall include any pre-suit claims being filed and any litigation including work done before the trier of fact and appellate courts.

**SIGNATURES**

FGH LAND TN, LLC

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

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

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

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

CUMBERLAND COUNTY, TENNESSEE

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

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

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

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