

RESOLUTION 24-15

**A RESOLUTION TO RECEIVE AN ACCESS EASEMENT LOT 3 OF
RESUBDIVISION PLAT FOR HOME DEPOT U.S.A**

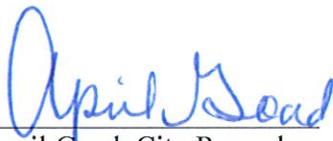
WHEREAS, the PRIMAX PROPERTIES, LLC desires to dedicate an access easement for the purposes of maintaining, repairing, replacing, and inspecting a public sidewalk across a portion of Lot 3 of Resubdivision Plat for Home Depot U.S.A., Inc.; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the conveyance of an access easement across Lot 3 of Resubdivision Plat for Home Depot U.S.A., Inc. of Spring Hill Town Center as recorded in Plat Book P16, Page 116 to the City of Spring Hill as provided in the Utility Easement documents attached hereto as exhibits.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of January, 2024.

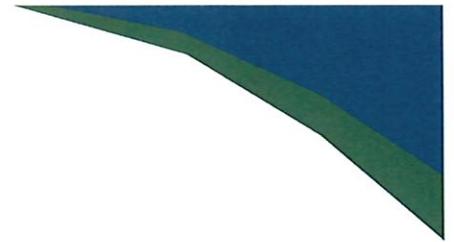

Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



BOMA Discussion Item: Acceptance of an Access Easement at Lot 3 of Resubdivision Plat for Home Depot U.S.A., Inc
Date: January 16, 2024
Presenter: Lance Holdorf, City Engineer
Pete Hughes, Development Director

Summary: PRIMAX PROPERTIES, LLC wishes to convey an Access Easement across Lot 3 of Resubdivision Plat for Home Depot U.S.A., Inc of Spring Hill Town Center as recorded in Plat Book P16, Page 116, register's office of Maury County, Tennessee (ROMC).

History: The development known as Kiddie Academy has constructed a sidewalk in accordance with standard ADA requirements. The development is requesting to dedicate an access easement to encompass the sidewalk in accordance with standard development practices.

Conclusion: Staff recommends the board accept the access easement as presented.



SPRING HILL DEVELOPMENT SERVICES DEPARTMENT

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931-499-7999 www.springhilltn.org

Pete Hughes
Development Director

Lance Holdorf
City Engineer

Chris Brooks
Building Official

GRANT OF PUBLIC ACCESS EASEMENT

FOR AND IN CONSIDERATION OF the benefits that will accrue by reason of the grants provided for herein, **PRIMAX PROPERTIES, LLC**, a North Carolina limited liability company ("**Grantor**"), does hereby grant, transfer and convey to **CITY OF SPRING HILL, TENNESSEE** ("**Grantee**"), its successors and assigns, a perpetual, non-exclusive easement on property of Grantor shown as the "Proposed access easement" on the plat attached hereto as EXHIBIT A, as more particularly described on EXHIBIT B attached hereto. Said easement shall be for the purposes of maintaining, repairing, replacing, and inspecting a public sidewalk being installed thereon.

The land upon which said easement is granted may be used by the Grantor for any lawful purpose which does not interfere with the easement, rights, and interests granted herein, provided further that (a) in the opinion of the City of Spring Hill, Tennessee, any use may not destroy, weaken, or damage the public sidewalk located thereon nor impede or interfere with the maintenance, repair, and replacement of same, (b) no buildings may be located on top of the easement area, and (c) Grantor must follow the Unified Development Code and local codified regulations regarding the easement area. Said easement is binding upon the parties hereto, their successors and assigns, and shall run with the land.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors or assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple, has a good right to convey said easements, and the easement is unencumbered except for matters of record and Grantor does further covenant and bind Grantor, its successors and assigns, against the lawful claim of all persons claiming by or through Grantor.

Grantee shall indemnify and hold harmless Grantor for any liability Grantor may incur as a result of Grantee's maintenance, repair, replacement, and inspection of public sidewalk on Grantor's property. Such indemnity shall be binding upon the Grantee and Grantee's successors and assigns.

Effective as of the ___ day of _____ 2024.

[end of page]

IN WITNESS WHEREOF, this instrument has been executed by Grantor on the day and year first above written.

GRANTOR:
PRIMAX PROPERTIES, LLC

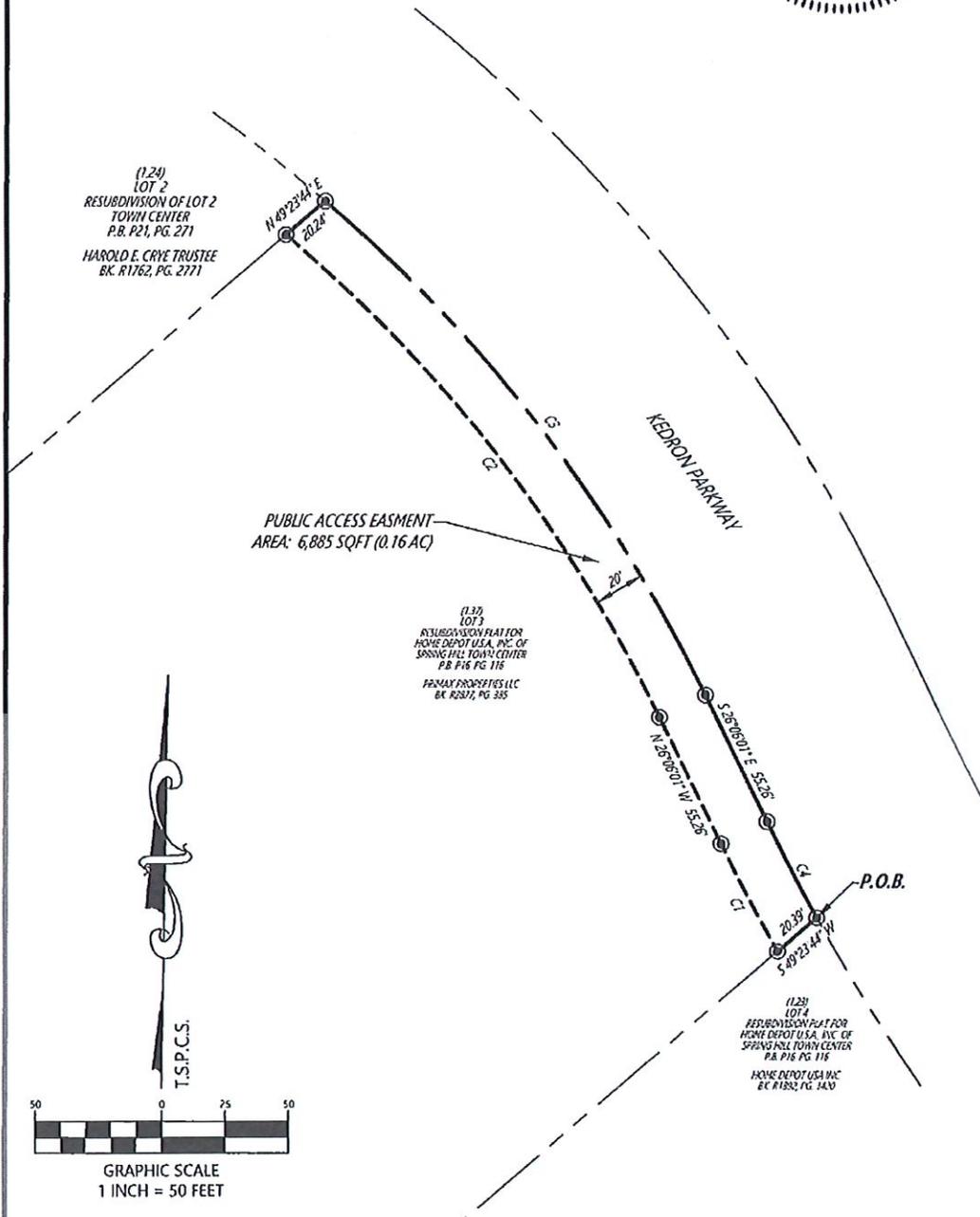
By: 
Name: Phil C. Lanning

NOTES

EXHIBIT A

1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	810.00'	47.72'	47.71'	N 27°47'17" W	3°22'32"
C2	590.00'	241.29'	239.61'	N 37°48'58" W	23°25'55"
C3	610.00'	246.33'	244.66'	S 37°40'07" E	23°08'13"
C4	790.00'	42.61'	42.60'	S 27°38'43" E	3°05'24"



Drawing Path: P:\1025701\CAD\Survey\1025701_2024-01_csmt_exhibit.dwg



PUBLIC ACCESS EASEMENT EXHIBIT
 39 KEDRON PKWY
 TAX MAP 028, PARCEL 1.37
 SPRING HILL, MAURY COUNTY, TENNESSEE

DATE	1/10/2024
PROJECT NUMBER	102507

STATE OF North Carolina

COUNTY OF Mecklenburg

On January 11, 2024, before me, Elizabeth J. Gunn, a Notary Public, personally appeared Phil C Lanning, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Elizabeth J. Gunn
NOTARY PUBLIC

My Commission Expires 7/15/2025

My commission expires: _____



EXHIBIT B

PUBLIC ACCESS EASEMENT DESCRIPTION

Being a Public Access Easement running on, over and across a portion of Lot 3 of Resubdivision Plat for Home Depot U.S.A., Inc. of Spring Hill Town Center as recorded in Plat Book P16, Page 116, Register's Office of Maury County, Tennessee (ROMC), said Lot 3 being Primax Properties LLC as recorded in Book R2877, Page 385, ROMC, and lying in the 3rd District of Maury County, Spring Hill, Tennessee. Said easement being bounded on the south by Lot 4 of said Resubdivision Plat for Home Depot U.S.A., Inc. of Spring Hill Town Center, bounded on the west by the remainder of said Lot 3, bounded on the north by Lot 2 of Resubdivision of Lot 2, Town Center, as recorded in Plat Book P21, Page 271, ROMC, and bounded on the east by the western right of way (ROW) of Kedron Parkway. Said easement being more particularly described as follows:

POINT OF BEGINNING being a point lying on said western ROW of Kedron Parkway, being the southeast corner of said Lot 3 and being the northeast corner of said Lot 4; thence leaving said ROW of Kedron Parkway and with the common line of said Lot 4 South 49°23'44" West 20.39 feet to a point; thence leaving said common line of Lot 4 with the following: with a curve to the right having an arc length of 47.72 feet, a central angle of 03°22'32", a radius of 810.00 feet, and having a chord bearing and distance of North 27°47'17" West 47.71 feet to a point; thence North 26°06'01" West 55.26 feet to a point; thence with a curve to the left having an arc length of 241.29 feet, a central angle of 23°25'55", a radius of 590.00 feet, and having a chord bearing and distance of North 37°48'58" West 239.61 feet to a point lying on the common line of said Lot 2; thence with the common line of said Lot 2 North 49°23'44" East 20.24 feet to a point lying on said western ROW of Kedron Parkway; thence with said ROW of Kedron Parkway with the following: with a curve to the right having an arc length of 246.33 feet, a central angle of 23°08'13", a radius of 610.00 feet, and having a chord bearing and distance of South 37°40'07" East 244.66 feet to a point; thence South 26°06'01" East 55.26 feet to a point; thence with a curve to the left having an arc length of 42.61 feet, a central angle of 03°05'24", a radius of 790.00 feet, and having a chord bearing and distance of South 27°38'43" East 42.60 feet to the point of beginning.

Tract contains 6,885 square feet or 0.16 acres.

Bearings based on Tennessee State Plane Coordinate System.