

RESOLUTION 24-95

A RESOLUTION TO RECEIVE A 60-FOOT WATER TRANSMISSION LINE EASEMENT FROM PROPERTY LOCATED ACROSS THE BRANDON WOODS PARTNERSHIP PROPERTY

WHEREAS, the City of Spring Hill provides water service to properties located within the corporate limits of the City of Spring Hill; and

WHEREAS, the Brandon Woods Partnership desires to allow a 60-foot water transmission line easement across Open Space A and Open Space B as shown in the recorded plat in Book P22, page 346, Register's office Maury County, Tennessee; and

WHEREAS, this easement will allow the City of Spring Hill to place water transmission lines for distribution to and from water source locations and treatment facilities.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the conveyance of a Water Transmission Line easement across Brandon Woods development to the City of Spring Hill as provided in the Water Transmission Line Easement documents attached hereto as exhibits.

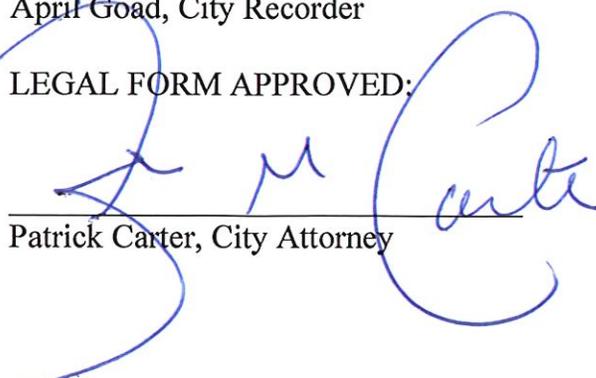
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of May, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Water Transmission Line Easement*

SUBMITTED BY: Jessica Weaver, Utility Director

DATE: May 6th, 2024

RE: Water Transmission Easement

ATTACHMENTS:

PURPOSE:

To approve staff requests for acceptance of the water transmission line easement in Brandon Woods.

BACKGROUND:

Brandon Woods Partnership wishes to convey a 60-foot Water Transmission Line Easement across L Open Space A and Open Space B as shown in the recorded plat in Book P22, page 346, Register's office Maury County, Tennessee.

History:

The development located on Brandon Woods wishes to dedicate a Water Transmission Line Easement to allow the City to construct the transmission lines to and from water source location and treatment facilities (including the future reservoir to the east of the development).

STAFF RECOMMENDATION:

Staff recommend approval of this request for the acceptance of the water line easement as presented.

This Instrument Was Prepared By:
Anderson, Delk, Epps & Assoc. Inc.
618 Grassmere Park Drive – Suite 4
Nashville, TN 37211

OWNER: BRANDON WOODS PARTNERSHIP
TAX MAP PARCEL: 43-011.10

AGREEMENT FOR DEDICATION OF WATER TRANSMISSION LINE EASEMENT

For and in consideration of One (\$1.00) Dollar, in cash in hand, paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brandon Woods Partnership ("Grantor") does hereby grant, bargain, sell, transfer and convey unto the **CITY OF SPRING HILL, TENNESSEE** ("Grantee", and this Agreement for Dedication of Water Transmission Line Easement being the "Agreement"), its successors and assigns forever, a permanent easement described below. All of which is more particularly shown below by words, figures, signs and symbols, and on the attached Exhibits, which is made a part hereof.

Permanent Water Transmission Line Easement

Legal Description of a 60' Wide Permanent Water Transmission Line Easement.

Being a 60-foot wide water transmission line easement across the Brandon Woods Partnership property of record in Deed Book R2602, page 1114, Register's Office Maury County, Tennessee and being more particular described as Open Space A on the Final Plat of The Enclave at Brandon Woods, of record in Plat Book P22, page 188, Register's Office Maury County, Tennessee.

STARTING at the most northeasterly common corner of Open Space A and Open Space B as shown on the above referenced plan of The Enclave at Brandon Woods, said point also being located on the westerly boundary line of the plan of Phase One Brandon Woods, of record in Plat Book P22, page 346, Register's Office Maury County, Tennessee;

Thence with the northwesterly line of said Open Space A, North 14 Degrees 42 Minutes 22 Seconds West a distance of 149.86 feet to the **POINT OF BEGINNING**;

Thence with the center of said easement the following four calls:

South 58 Degrees 22 Minutes 32 Seconds West a distance of 566.02 feet to a point;

South 80 Degrees 52 Minutes 32 Seconds West a distance of 203.73 feet to a point;

North 76 Degrees 37 Minutes 28 Seconds West a distance of 218.90 feet to a point;

South 80 Degrees 52 Minutes 32 Seconds West a distance of 38.10 feet to a point on on the easterly right-of-way of Port Royal Road (right-of-way varies), said point being located 141.37 feet north, along a curve, to the radius return at the intersection with Brandon Woods Drive and being the point of termination of the herein-described easement.

This conveyance includes the right of the City of Spring Hill, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect water transmission lines within the limits of the aforescribed permanent water transmission line easement.

To have and to hold said easement to the City of Spring Hill, Tennessee, its successors and assigns forever. I/We do hereby covenant with said City of Spring Hill, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Spring Hill, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all the aforescribed improvements, provided, in the opinion of the City of Spring Hill, Tennessee, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Spring Hill, Tennessee hereby covenants that upon completion of construction it will at its own expense restore the hereinabove described property to its original condition, or near thereto as is reasonably possible. The City of Spring Hill, Tennessee further covenants that in the event that the construction damages any property surrounding the hereinabove described property, the City of Spring Hill, Tennessee shall at its own expense promptly make all necessary repairs to restore said property to its condition prior to the damage. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Spring Hill, Tennessee, during the construction of any of the aforesaid improvements. I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the Grantee to the foregoing easement against the claims of all persons whomsoever.

This Agreement is made under the laws of the State of Tennessee, and the laws of Tennessee shall be applicable to all provisions of this Agreement. If any portion of this Agreement is deemed unenforceable, then the unenforceable portion will be removed from the Agreement and the remainder of the Agreement shall be in full force and effect. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties. In the event of any controversy, claim, or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

I/We do hereby covenant with said City of Spring Hill, Tennessee, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

WITNESS my/our hand(s), this _____ day of _____, 2024.

(Signature)

(Printed Name)

(Title) for Brandon Woods Partnership

(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, _____ of Brandon Woods Partnership, a Tennessee general partnership, on behalf of said partnership, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge themselves to be the within named bargainor, and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC

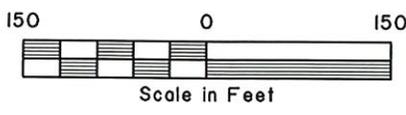
My Commission Expires: _____

PHASE ONE - BRANDON WOODS
Plat Book P22 page 346
R.O.M.C. Tenn.

(104)

Point of Beginning

Start



Map 43, par. II.03

Thomas E. Tidwell et ux
Deed Book R1562 page 722
R.O.M.C. Tenn.

Rutherford Creek

Map 43, par. II.10

WATER TRANSMISSION LINE EASEMENT
S 58°22'32" W 566.02'

OS-A
Brandon Woods Partnership
Deed Book R2602 page III4
R.O.M.C. Tenn.

OS-B
Map 44, par. 34.00

ENCLAVE AT BRANDON WOODS
Plat Book P22 page 188
R.O.M.C. Tenn.

Map 44, par. 33.00
ENCLAVE AT BRANDON WOODS

Brandon Woods Drive

Map 43, par. II.01

Linda Faye Tidwell
Deed Book R2014 page 428
R.O.M.C. Tenn.

Point of Termination

Map 43, par. 24.01

City of Spring Hill
Deed Book R1905 page 571
R.O.M.C. Tenn.

Port Royal Road

Permanent Water
Transmission Line Easement
61,571 Sq. Feet - 1.413 Ac.

MAP SHOWING
DEDICATION OF EASEMENT
TO THE CITY OF SPRING HILL, TENNESSEE
FROM
Brandon Woods Partnership

PROJECT NO. :	EASEMENT No. :	SYSTEM :
SCALE: 1" = 150'	PARCEL No. : Map 43 par II.10	DATE: 04-17-23
		BY ANDERSON, DELK, EPPS & ASSOC.