

RESOLUTION 11-108

**A RESOLUTION TO ACCEPT AND DEDICATE ROAD RIGHTS-OF-WAY SHOWN
ON THE EXISTING PLATS FOR
CHAPMAN'S CROSSING SUBDIVISION – PHASES 1, 2 AND 3**

WHEREAS, Cornerstone Land Company has recorded Final Plats for Chapman's Crossing Subdivision Phase 1 in Plat Book 40, Page 84; Chapman's Crossing Subdivision Phase 2 in Plat Book 45, Page 55; and Chapman's Crossing Subdivision Phase 3 in Plat Book 49, Page 79; and

WHEREAS, said Plats show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

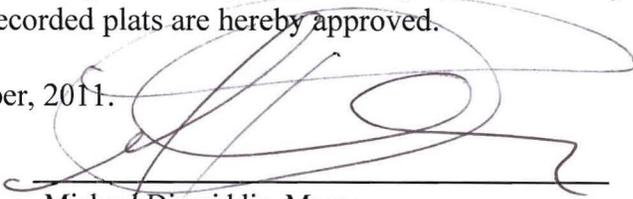
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill pursuant to Section 3-102.201 of the Subdivision Regulations indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 3-102.201 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

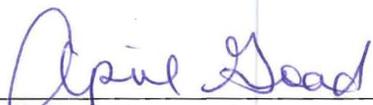
WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the road rights-of-way be accepted and the same become a part of the public street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill that dedication and acceptance of road rights-of way within Chapman's Crossing Subdivision, Phases 1, 2 and 3 as shown on the recorded plats are hereby approved.

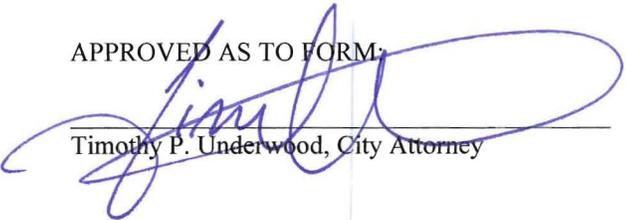
Passed and adopted this 17th day of October, 2011.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

APPROVED AS TO FORM:


Timothy P. Underwood, City Attorney

Memorandum

To: Spring Hill Planning Commission
CC: Victor Lay
From: Chris Brooks and Paula Hepp
Date: August 15, 2011
Re: Chapman's Crossing Subdivision, Phases 1, 2, and 3 – Road Dedication

Planning Commission Members,

Cornerstone Land Company came before the Planning Commission in January, 2011 to request a release of the performance surety (Letter of Credit) for Chapman's Crossing Subdivision. The Planning Commission recommended approval in Resolution 11-02 and the BOMA released the surety in Resolution 11-02 (Amended).

Pursuant to the procedures outlined in Section 3-101.7 "Acceptance of Dedication Offers", 3-102 "Inspection of Improvements" and 3-103 "Maintenance of Improvements" of Article III of the Subdivision Regulations, the Codes Department has been working with Cornerstone Land Company to file the proper paperwork for the Planning Commission to make recommendation to BOMA for the dedication and acceptance of the roads and infrastructure within Chapman's Crossing Subdivision.

The following has been submitted and or processed:

1. Certificate of Satisfactory Completion provided by City (per 3-102.201)
2. As-Built Survey provided by Developer (per 3-102.201)
3. Offer of Dedication provided by Developer and must be signed by City (per 3-107.1)
4. Deed of Conveyance provided by Developer (per form 5-105, revised: Resolution 11-09)
5. Maintenance Surety provided by Developer (per 3-103)

The Codes Department believes that all information has been submitted pursuant to the Subdivision Regulations and recommends that the dedication of public roads and infrastructure be submitted to BOMA for formal action.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Chris Brooks
Building Official

Paula Hepp
Codes Department

CODES DEPARTMENT

**RESOLUTION 11-25 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY SHOWN ON THE EXISTING PLATS FOR
CHAPMAN'S CROSSING SUBDIVISION – PHASES 1, 2 AND 3**

WHEREAS, Cornerstone Land Company has recorded Final Plats for Chapman's Crossing Subdivision Phase 1 in Plat Book 40, Page 84; Chapman's Crossing Subdivision Phase 2 in Plat Book 45, Page 55; and Chapman's Crossing Subdivision Phase 3 in Plat Book 49, Page 79; and

WHEREAS, said Plats show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill pursuant to Section 3-102.201 of the Subdivision Regulations indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 3-102.201 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the road rights-of-way be accepted and the same become a part of the public street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of road rights-of way within Chapman's Crossing Subdivision, Phases 1, 2 and 3 as shown on the recorded plats is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 10th day of October, 2011.

Jonathan Schwartz, Chairman

Michael Dinwiddie, Secretary



**COMMUNITY FIRST
BANK & TRUST**

Expect more from your bank.

501 S. James M. Campbell Blvd.
Columbia, TN 38401

Date: January 10, 2011
Letter of Credit No: 69001574
Expiration: January 10, 2012

Town of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Re: Irrevocable Standby Letter of Credit for **Cornerstone Land Company, A Tennessee General Partnership**
Chapman's Crossing Subdivision Phase I & II

We hereby establish an Irrevocable Letter of Credit for the account of Cornerstone Land Company, developer of Chapmans Crossing Subdivision, a residential subdivision in Spring Hill, TN ("Developer"), in the amount of **Fifty Five Thousand Dollars and no/100-----(\$55,000.00)** available by draft at sight for payment in full for completion of and guarantee maintenance of water, sewer, storm drainage, paving base-binder- curbs and asphalt topping in Chapman's Crossing Subdivision as required by the Town of Spring Hill.

In the event of the failure of the Developer to complete the installation of streets and drainage required by the Town of Spring Hill prior to the expiration date of this instrument the Town of Spring Hill shall notify the Bank in writing. Upon such notification, the Bank shall either renew the Letter of Credit for a term acceptable to the Town of Spring Hill or pay the amount set forth above to the Town of Spring Hill. In case of default, Community First Bank & Trust hereby irrevocably agrees to pay the sum of Fifty Five Thousand Dollars and no/100-- (\$55,000.00) for the improvements to be completed on behalf of the Town of Spring Hill in conjunction with this Project. The Town of Spring Hill agrees to refund to Community First Bank & Trust any amounts not expended by the Town of Spring Hill to complete the unfinished requirements of the said Project.

It is understood and agreed that this in no way limits the liability of the developer for any costs in addition to Fifty Five Thousand Dollars and no/100----- (\$55,000.00)

This agreement automatically terminates on January 10, 2012.

Sincerely,

Carl B. Campbell
Senior Vice President/CCO

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits(1993 Revision).
Internal Chamber of Commerce Publication No. 500.

**FORM FOR OFFER OF
IRREVOCABLE DEDICATION**

AGREEMENT made this 2nd day of August 2011, by and between the City of Spring Hill a municipal corporation, having its office and place of business at 199 Town Center Parkway, Spring Hill, Tennessee, hereinafter designated as the "City" and Cornerstone Land Company, a general partnership, having its office and place of business at 201 East Main Street, Suite 300, Murfreesboro, TN 37130 hereinafter designated as the "Developer".

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled Chapman's Crossing, Phase 1, recorded in Williamson County Register of Deeds in Plat Book P40, page 84, recorded February 8, 2005, Chapman's Crossing, Phase 2, recorded in Williamson County Register of Deeds in Plat Book P45, page 55, recorded August 10, 2006, and both made by Martin Engineering and Surveying and Chapman's Crossing, Phase 3, recorded in Williamson County Register of Deeds in Plat Book P49, page 79, recorded January 28, 2008, and prepared by O'Leary and Associates, LLC and

WHEREAS, said plat designates certain public improvements consisting of road right of way to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Planning Commission and the City; and

WHEREAS, the Developer, simultaneously herewith, shall post a performance surety with the City for the construction, maintenance, and dedication of said improvements, if required;

WHEREAS, the Developer is desirous of offering for dedication the said improvements and land to the City more particularly described in Schedule A attached hereto;

WHEREAS, the Developer has delivered deeds of conveyance to the City for the said land and improvements as described herein;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) lawful money of the United States paid by the City to the Developer and other good and valuable consideration, it is mutually **AGREED** as follows:

- A. The Developer herewith delivers to the City deeds of conveyance for the premises described in Schedule A attached hereto, said delivery being a formal offer of dedication to the City until the acceptance or rejection of such offer of dedication by the City.
- B. The Developer agrees that said formal offer of dedication is irrevocable and can be accepted by the City at any time.
- C. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the performance surety and the requirements of the Spring Hill Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the City with respect thereto and, upon acceptance by the City of the offer of dedication, furnish to the City a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the city a check for all necessary fees and taxes to record the deeds heretofore delivered.

- D. That this irrevocable offer of dedication shall run with land and shall be binding on all assigns, guarantees, successors, or heirs of the Developer.
- E. The City, by action of the Board of Mayor and Aldermen on the ____ day of _____, 20__ accepted the infrastructure as presented in the offer of dedication, and directed the governmental representative to sign the offer of dedication on behalf of the City.

Developer Company Name:

Cornerstone Land Company

August 2, _____ 2011
Date


Developer Signature

(CORPORATE SEAL)

ATTEST: _____

FOR THE CITY OF:
SPRING HILL

BY: _____
Signature

_____ 20 _____

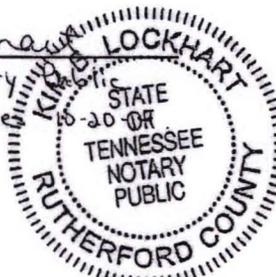
Printed Name

ACKNOWLEDGEMENT:
COPARTNERSHIP

STATE OF TENNESSEE

(COUNTY OF Rutherford) SS: _____

On this day Aug. 2 of 2011, before me personally appeared John D. Floyd, to me known to be one of the firm Cornerstone Land Co., described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed such instrument as and for the act and deed of said firm.

Kim B. Lockhart
CORPORATE Notary
My commission expires 10-20-11


STATE OF TENNESSEE

(COUNTY OF _____) SS: _____

On this _____ day of 20____, before me personally appeared _____, to me known, who, being by me first duly sworn, did depose and say that he resides in _____; that he is the _____ of _____ the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.

INDIVIDUAL

PREPARED BY:
COPE, HUDSON, REED & MCCREARY, PLLC
16 PUBLIC SQUARE NORTH
MURFREESBORO, TENNESSEE 37130
(615) 893-5522

Name and Address of New Owner:

City of Spring Hill

Send Tax Bills To:

Same

Portion of Tax Map/Parcel No.
166/18.00

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

QUITCLAIM DEED

FOR AND IN THE CONSIDERATION of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, he undersigned, Cornerstone Land Company, a Tennessee General Partnership, does hereby quitclaim and convey unto the City of Spring Hill, Tennessee, a municipal entity, its successors and assigns, forever, all of its right, title, claim and interest in and to the following described real estate situated in the 11th Civil District of Williamson County, Tennessee, to-wit:

All roadways, curbs, gutters and sidewalks within the public right of ways, public utility easements, public utility and public drainage easements shown on the following plats: Chapman's Crossing, Phase I of record in Plat Book 40, page 84 of the Register's Office of Williamson County, Tennessee; plat of Chapman's Crossing, Phase II of record in Plat Book 45, page 55 of the Register's Office of Williamson County, Tennessee of the Register's Office of Williamson County, Tennessee; and Chapman's Crossing, Phase III of record in Plat Book 49, page 79 of the Register's Office of Williamson County, Tennessee.

BEING a portion of the same property conveyed to Cornerstone Land Company, a Tennessee General Partnership, by deed of record in Book 3129, page 846, in the Register's Office of Williamson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO restrictive covenants, easements and setback lines that are applicable to the above described property, and of record, and to all zoning and subdivision restrictions of the appropriate governmental body.

TO HAVE AND TO HOLD the said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, its

successors and assigns, forever.

WITNESS MY HAND on this the 2nd day of Aug, 2011.

CORNERSTONE LAND COMPANY,
a Tennessee General Partnership

By: [Signature]
John D. Floyd, Partner

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, JOHN D. FLOYD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Partner of CORNERSTONE LAND COMPANY, a Tennessee General Partnership, the within named grantor, a general partnership, and he as such Partner, being authorized so to do, executed the foregoing instrument (QUITCLAIM DEED) for the purposes therein contained by signing the name of the partnership by himself as such Partner.

WITNESS MY HAND and official seal at my office on this the 2nd day of Aug, 2011.

[Signature]
Notary Public



My commission expires: 10-20-14

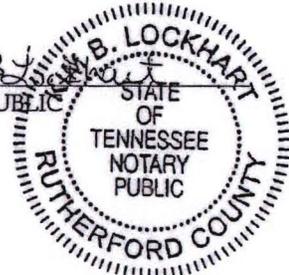
STATE OF TENNESSEE
COUNTY OF Rutherford

I hereby swear or affirm that the actual consideration for this transfer is NONE.

[Signature]
AFFIANT

Sworn to and subscribed before me,
this 2nd day of Aug, 2011.

[Signature]
NOTARY PUBLIC



My commission expires: 10-20-14



CERTIFICATE OF SATISFACTORY COMPLETION

February 9, 2011

Mr. Jason Beavers
Cornerstone Land Company
275 Robert Rose Drive
Murfreesboro, TN 37129

Development Name: Chapmens Crossing
Phase or Section of Construction: Phase 1, 2, 3
Public Improvements: Roads, Water, Sewer and Storm drain

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

Elton Ragsdale
City of Spring Hill Utility Inspector (signature)

Elton Ragsdale
Printed name:

Approved By:

Jamie Pierce
Jamie Pierce, Director of Public Works

199 TOWN CENTER PARKWAY P.O. BOX 789 SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516