RESOLUTION 18-195

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR TRANSFER OF PROPERTY BETWEEN CITY AND DERRYBERRY FOR PARK LAND

WHEREAS, the City of Spring Hill (the "City") desires to accept a donation of the real property from Ole South – Meadowbrook South (hereinafter referred to "Meadowbrook South"), consisting of one parcel containing a total of approximately 5.3 +/- acres as illustrated in Exhibit 1 within Agreement for Transfer of Property and Declaration of Restrictions, Covenants, Conditions and Easements (hereinafter referred to as "Agreement") attached herein as Exhibit A; and

WHEREAS, Derryberry Townhome was approved by the Spring Hill Planning Commission in July 2018, being a townhome development located along Port Royal Road near the intersection with Tom Lunn Road and contains approximately 9.4 acres with the development of 62 residential townhome units; and

WHEREAS, Meadowbrook South is committed to conveying certain real estate illustrated as Exhibit 1 of the Agreement of the containing approximately 5.3 +/- acres, said transfer is contemplated to take place and the Quitclaim Deed shall be completed and delivered at the time of the Use and Occupancy permit for the residence of the last unit to be built upon in Derryberry Development as illustrated in Exhibit 1 and 2 of the Agreement; and

WHEREAS, Meadowbrook South will construct specific improvements to include the Greenway, Activity Areas, and Activity Equipment as defined in the Agreement attached hereto, at its sole cost and expense, in accordance City standards and specifications; and

WHEREAS, the public good demands the City's acceptance of the subject property based upon the terms as referenced in Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen authorize the Mayor to execute the Agreement for Transfer of Property attached herein as Exhibit A along with Exhibit 1 and Exhibit 2 of the Agreement that illustrates the property to be transferred by Meadowbrook South and the terms and conditions by which the subject property shall be transferred from Meadowbrook South to the City of Spring Hill, Tennessee during the development of Derryberry Townhomes.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of November, 2018.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

AGREEMENT FOR TRANSFER OF PROPERTY
AND
DECLARATION OF RESTRICTIONS,
COVENANTS, CONDITIONS AND EASEMENTS

THIS AGREEMENT FOR TRANSFER OF PROPERTY AND DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS (this "**Agreement**") is made this 19th day of Nov, 2018, by and between Ole South – Meadowbrook South (hereinafter referred to as "**Meadowbrook South**") and the CITY OF SPRING HILL, Tennessee (the "**City**").

RECITALS

WHEREAS, Meadowbrook South is the owner of certain real estate located in Spring Hill, Tennessee, said property known as the Derryberry Property and;

WHEREAS, attached as **Exhibit 1** to this document is a sketch that shows the layout of the Derryberry Property which is more specifically reflected on the approved site plan (see **Exhibit 2** to this document) and;

WHEREAS, Meadowbrook South is committed to conveying certain property to the City of Spring Hill as reflected on **Exhibit 1** totaling 5.3 acres, leaving approximately 9.4 acres to be kept in ownership by Meadowbrook South and;

WHEREAS, said transfer is contemplated to take place on the issuance of the final Use and Occupancy Permit for the residence of the last unit to be built in the Derryberry Development and;

WHEREAS, property to be retained by Meadowbrook South shall be identified as Tract A and;

WHEREAS, the property to be conveyed to the City of Spring Hill shall be identified as Tract B;

WHEREAS, Meadowbrook South desires to enter into this Agreement to confirm the respective rights and obligations with respect to Tracts A and B.

NOW THEREFORE, in consideration of the premises, the parties hereby agree as follows:

- **Definitions**. In addition to any terms whose definitions are fixed and defined elsewhere in this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

  - Activity Areas. "Activity Areas" shall mean the areas identified on the approved site plan.

  - Activity Equipment. "Activity Equipment" shall mean the Activity Equipment located within the Activity Areas and identified on the approved site plan.

  - Improvements. "Improvements" shall mean collectively the Activity Areas, sidewalks, greenway, and any agreed upon activity equipment as agreed upon by Meadowbrook and the City.

  - Occupant. " Occupant" or "Occupants" shall mean any Person from time to time lawfully entitled to the use and occupancy of any portion of Tract A or Tract B.

  - Owner. "Owner" means the record owner of fee simple title to all or any part of Tract A or Tract B.

  - Permittees. "Permittees" shall mean Meadowbrook South, City, their officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, lessees, tenants, subtenants, and concessionaires, their successors and assigns and any other Persons authorized hereunder or otherwise by Meadowbrook South or City, their successors and assigns, to be on Tract A or Tract B.

  - Person. "Person" or "Persons" shall mean individuals, partnerships, associations, trusts, corporations and any other form of business entity, or one or more of them, as the context may require.

- Site Development Plan. "Site Development Plan" shall have the meaning set forth in Section 3.

- **Easements**.

The exact location of these easements will be determined with a final site development plan.

- Access. Meadowbrook South, and its respective Permittees shall have a perpetual and non- exclusive easement, license, right and privilege of pedestrian passage and use for ingress and egress to and from Tract A and Tract B on, over and across the Access Easement.

- Storm Water Discharge. City grants Meadowbrook South a permanent easement and right to storm water runoff from Tract A through and over Tract B as required for the development of Tract A and as set out in the final site development plan.

- Sanitary Sewer. City grants Meadowbrook South the right to connect and tie into the sanitary sewer located on Tract B and grants Meadowbrook South a permanent easement to make such connection and tie into the sanitary sewer.

- Temporary Construction Easement. The City hereby grants to Meadowbrook South a temporary construction easement over and across Tract B for the purpose of constructing the Activity Equipment, Activity Areas and Greenway in accordance with the Plan and Specifications, the Site Development Plan, installation of storm water drainage, sanitary sewer, modification of utilities and storm water discharge to comply with approved modifications of the Plan and Specifications, Site Development Plan, and ordinance and regulation requirements.

- **Construction**. Meadowbrook South shall construct the Greenway, Activity Areas, and Activity Equipment, at its sole cost and expense, in accordance with the Plans and Specifications, the Site Development Plan and the City's ordinances and regulations. The Site Development Plan shall mean that certain plan showing the easements, and improvements to be made to Tract B.

- **Maintenance and Repair**. The Improvements located on Tract B shall be maintained by the City, at City's sole cost and expense, in a safe, clean, sightly, good and functional condition and state of repair, and in compliance with all applicable laws.

1. **Use of Tract B**. Tract B shall only be used for the Purposes as reflected in the approved site plan and the City agrees that Tract B shall remain an open green space and that no improvements shall be placed on Tract B except for the Improvements placed or constructed on Tract B by Meadowbrook South, and as agreed upon between Meadowbrook South and the City. The City shall not permit any conduct, activity or condition which may endanger, disturb or otherwise interfere with Tract A, including, without limitation, light sources, except those necessary to illuminate the Greenway, or any other condition which may constitute a nuisance for the public or the Owner of Tract A. The City and Developer will agree that future restrictions and amenities will be reasonably agreed upon and that they will take into account

support for such items such as a fitness station, park benches, frisbee golf, and general prohibition about offensive lighting and activities after dark.

- **Indemnification**. The Owner of Tract B agrees to indemnify, defend and hold harmless Meadowbrook South from and against all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to property occurring in or about Tract B arising from the use or occupancy of Tract B.

- **Miscellaneous**.

  - Easements, Restrictions, Covenants and Conditions Running with the Land. Except as expressly set forth herein to the contrary, the easements, restrictions, covenants and conditions imposed on Tract B pursuant to the terms and provisions hereof shall be binding upon all present and future Owners, users and Occupants of Tract B and shall inure to the benefit of Meadowbrook South, Occupants, and Owners of Tract A and their grantees, successors and assigns. Such restrictions and covenants shall run with and bind Tract B and remain in effect perpetually.

  - Remedies. In addition to any and all other rights and remedies to which it may be entitled hereunder, at law or in equity, in the event of a breach or attempted breach of any of the restrictions or covenants set forth in this Agreement on the part of any owner, user or Occupant of all or any part of Tract B or any improvements from time to time located thereon, Meadowbrook South shall be entitled to the remedy of specific performance and injunctive relief in connection therewith. Any breach hereunder on the part of any owner, user or Occupant of Tract B would cause immediate and irreparable harm and damage to Meadowbrook South and Tract A for which the remedy of monetary damages would be insufficient, inadequate and incomplete and impossible to quantify accurately.

  - Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

  - Severability. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

  - Amendments. This Agreement may not be amended in whole or in part except by the written consent of Meadowbrook South and the Owner of Tract B, which written agreement shall be
deemed effective only when recorded in the Register's Office of Maury County, Tennessee.

  - Captions and Capitalized Terms. The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

- Non-Waiver. The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

- Attorney's Fee. If any legal action, suit or proceeding is commenced between the parties regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

UNLIMITED ACCESS

Notwithstanding any other provisions in this Agreement it is agreed that Meadowbrook South shall have unlimited access to Tract B for all necessary access for sewer, drainage, and removal of topsoil, and that there shall be no installation of equipment of any sort as described in the plans and specifications until the same has been agreed upon between Meadowbrook South and the City of Spring Hill.

- Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

CITY OF SPRING HILL, TENNESSEE:

By:	
Name:	Rick Graham
Title:	Mayor

STATE OF TENNESSEE

COUNTY OF Maury

Before me, April C. Goad, a Notary Public in and for the State and County aforesaid, personally appeared Rick Graham, 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 Mayor of the City of Spring Hill the within named bargainor, a City Official, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by himself as such _____.

WITNESS my hand and seal at office, on this the 19th day of November, 2018.

APRIL C. GOAD NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.

April C. Goad
Notary Public

My Commission Expires:
June 28, 2020

[SIGNATURES CONTINUES ON NEXT PAGE]

MEADOWBROOK SOUTH AT SPRINGHILL, LLC:

By:	Jason Beavers
Name:	Jason Beavers
Title:	Vice - President

STATE OF TENNESSEE

COUNTY OF Maury

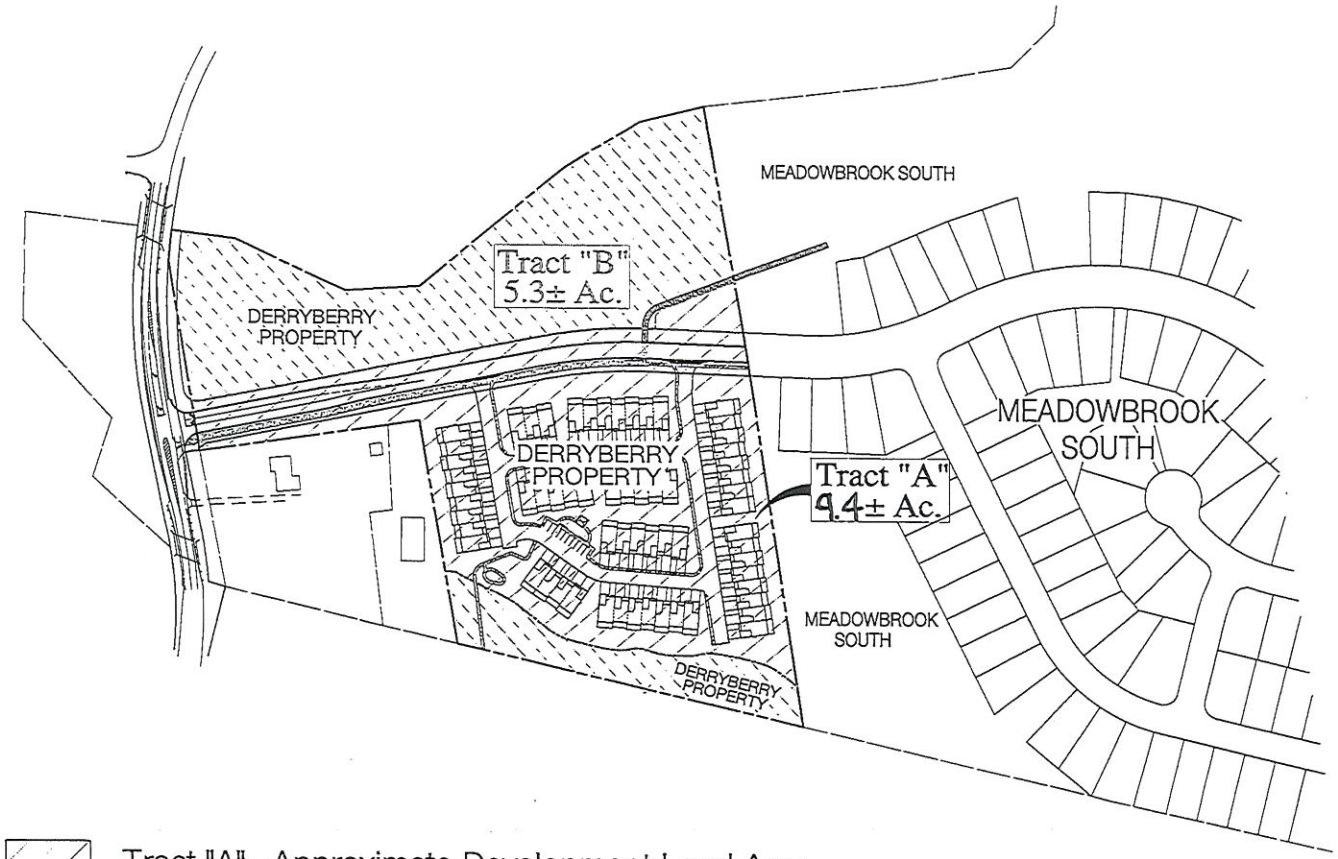
Before me, April C. Goad, a Notary Public in and for the State and County aforesaid, personally appeared Jason Beavers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice-President of _____ the within named bargainor, a _____, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the_____by himself as such_____.

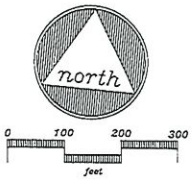
WITNESS my hand and seal at office, on this the 16th day of January, 2019.

APRIL C. GOAD NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.

April C. Goad
Notary Public

June 28, 2020
My Commission Expires:





= Tract "A" - Approximate Development Land Area
Total Approximate Area = 9.4± Acres

= Tract "B" - Approximate Area to be Dedicated to the City of Spring Hill
Total Approximate Area = 5.3± Acres

NOTES:

1. MEADOWBROOK SOUTH LAYOUT SHOWN IS BASED ON THE MAJOR REVISION TO THE MASTER DEVELOPMENT PLAN, AS APPROVED BY THE SPRING HILL PLANNING COMMISSION. THE PROPOSED LAYOUT IS DISPLAYED FOR REFERENCE PURPOSES ONLY.

Exhibit 1

Derryberry Property and Meadowbrook South

3rd Civil District - Maury Co.
Spring Hill, Tennessee

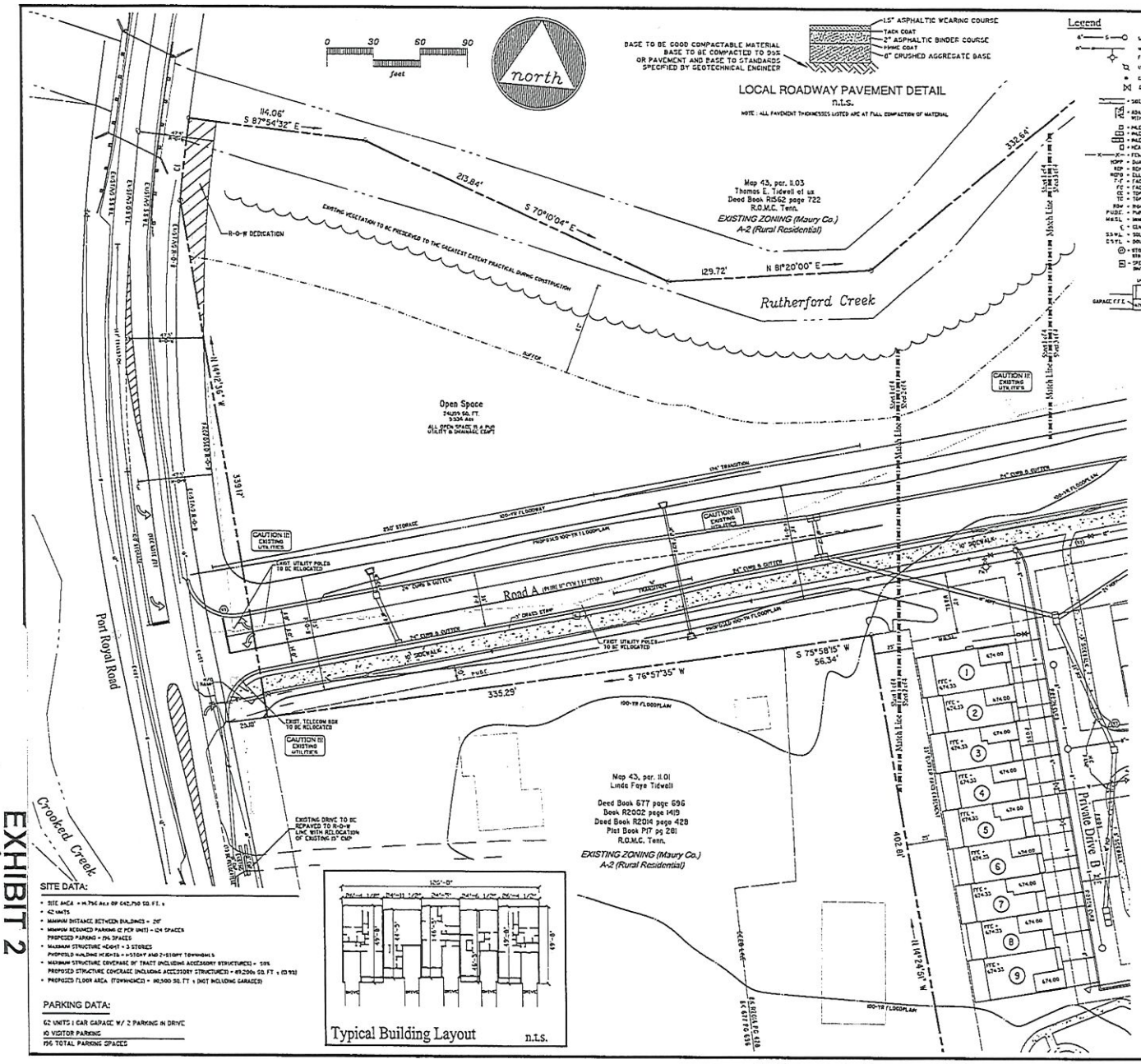
Developer
Ole South Properties

DATE: 10-03-18

Anderson, Delk, Epps & Associates Inc.
618 GRASSMERE PARK DRIVE - SUITE 4
NASHVILLE, TENNESSEE 37216
(615) 331-0809

17-110

EXHIBIT 1



Legend

- SANITARY SEWER W/ MANHOLE
- WATER LINE
- FIRE HYDRANT
- UTILITY POLE
- GAS VALVE
- GATE VALVE
- SIDEWALK
- ADA COMPLIANT HANDICAP RAMP WITH TRUNCATED DOMES
- MJCT - AREA DRAIN W/ 1-GRATE OR SINGLE CURB INLET (SCI)
- MJCT - AREA DRAIN W/ 2 GRATES OR DOUBLE CURB INLET (DCI)
- MJCT - AREA DRAIN W/ 3 GRATES OR TRIPLE CURB INLET (TCI)
- HEADWALL (HW)
- FENCE
- HDPE - DUAL WALL POLYPROPYLENE PIPE
- RCP - REINFORCED CONCRETE PIPE
- RCEP - ELLIPTICAL REINFORCED CONCRETE PIPE
- F/F - FACE OF CURB TO FACE OF CURB
- F/C - FACE OF CURB
- CE - TOP OF CURB ELEVATION
- TC - TOP OF CASTING ELEVATION
- R/W - RIGHT OF WAY
- PUEDE - PUBLIC UTILITY AND DRAINAGE EASEMENT
- MBSL - MINIMUM BUILDING SETBACK LINE
- ℄ - CENTERLINE
- SSWL - SOLID SINGLE WHITE LINE
- DSYL - DOUBLE SOLID YELLOW LINE
- STOP SIGN w/RETRECTIVE STRIP 30in x 30"x30" (MUTCD R1-1)
- SPEED LIMIT SIGN (MUTCD R2-1)
- UNIT F.F.E. 474.33
- GARAGE F.F.E. 474.00

CURVE TABLE						
Curve #	Delta	Radius	Length	Tangent	Chord	Chord Brg
C1	003°10'06"	572.00	33.79	26.68	33.74	S 01°03'37" W

General Notes

1. The purpose of this plan is to develop 62 residential townhome units on 14.756 Ac. ±.
2. Site is zoned R-4 Residential (High Density)
3. Density = 62/14.756 Ac.± = 4.20 Units/Ac.
4. Property Map 43, p/o Parcel 11.04, 3rd Civil District, Maury County, Tennessee
5. Owner/Deed reference: Ole South Properties, 262 Robert Rose Drive, Suite 300, Murfreesboro, TN 37129, Deed Bk 2462, Pg 877, R.O.M.C., Tenn
6. Developer: Ole South Properties, 262 Robert Rose Drive, Suite 300, Murfreesboro, TN 37129, (615) 896-0010, Contact : Mr. Jason Beavers
7. Surveyor / Engineer: Anderson, Delk, Epps & Associates, Inc., 610 Grassmere Park Drive, Suite 4, Nashville, TN 37211, (615) 331-0003
8. Proposed Number of Units: 62 Townhome Units
9. Existing Zoning: R-4 Residential (High Density), 15 DU/ AC.
10. By graphic plotting only, property lies within Zones "AE" and "X" per F.E.M.A. Community-Panel No. 47119C0195E, effective date April 16, 2007.
11. Boundary and topographic information taken from survey.
12. Open space shall be maintained by the homeowners association.
13. All storm drains and drainage ways located outside the public right-of-way and drainage easements within open space shall be maintained by the homeowners association.
14. All private drains shall be public utility and drainage easements and shall be maintained by the homeowners association.
15. Trash pickup to be provided by the homeowners association
16. Development schedule will be market drive. All work is proposed in one phase.
17. All units are to have fire sprinkler systems.
18. Minimum side setback distances are to be measured from the principal structure. Fire sprinkler riser rooms are not to be included as part of the principal structure for setback measurements.
19. Turf areas along the proposed Right-of-Way at Collector Street "A" are to be sodded.
20. The Developer shall post a bond for $350,000 for the future traffic signal to be installed at the intersection of Port Royal Road and the proposed Site Access before the Final Plat is recorded for the 244th Unit/Lot within Derryberry Townhomes and Meadowbrook South. If a future signal warrant analysis indicates that the light should be installed sooner, the City may require the bonding and installation at an earlier date.
21. The Developer/Owner is proposing to install the left turn lane on Port Royal Road with the infrastructure at the Derryberry Townhomes. The turn lane will provide 100 feet of storage.

SITE DATA:

- SITE AREA = 14.756 Ac.± OR 642,750 SQ. FT. ±
- 62 UNITS
- MINIMUM DISTANCE BETWEEN BUILDINGS = 20'
- MINIMUM REQUIRED PARKING (2 PER UNIT) = 124 SPACES
- PROPOSED PARKING = 196 SPACES
- MAXIMUM STRUCTURE HEIGHT = 3 STORIES
- PROPOSED BUILDING HEIGHTS = 2-STORY AND 2-STORY TOWNHOMES
- MAXIMUM STRUCTURE COVERAGE OF TRACT (INCLUDING ACCESSORY STRUCTURES) = 50%
- PROPOSED STRUCTURE COVERAGE (INCLUDING ACCESSORY STRUCTURES) = 69,200± SQ. FT. ± (10.9%)
- PROPOSED FLOOR AREA (TOWNHOMES) = 80,500 SQ. FT. ± (NOT INCLUDING GARAGES)

PARKING DATA:

62 UNITS 1 CAR GARAGE W/ 2 PARKING IN DRIVE
10 VISITOR PARKING
196 TOTAL PARKING SPACES

SITE PLAN

REVISIONS: 6/11/18 AS PER CITY OF SPRING HILL
6/27/18 AS PER CITY OF SPRING HILL

Ole South Properties
DEVELOPER
Anderson, Delk, Epps & Associates, Inc.
ENGINEERING • PLANNING • SURVEYING
610 GRASSMERE PARK DRIVE / SUITE 4
NASHVILLE, TENNESSEE 37211

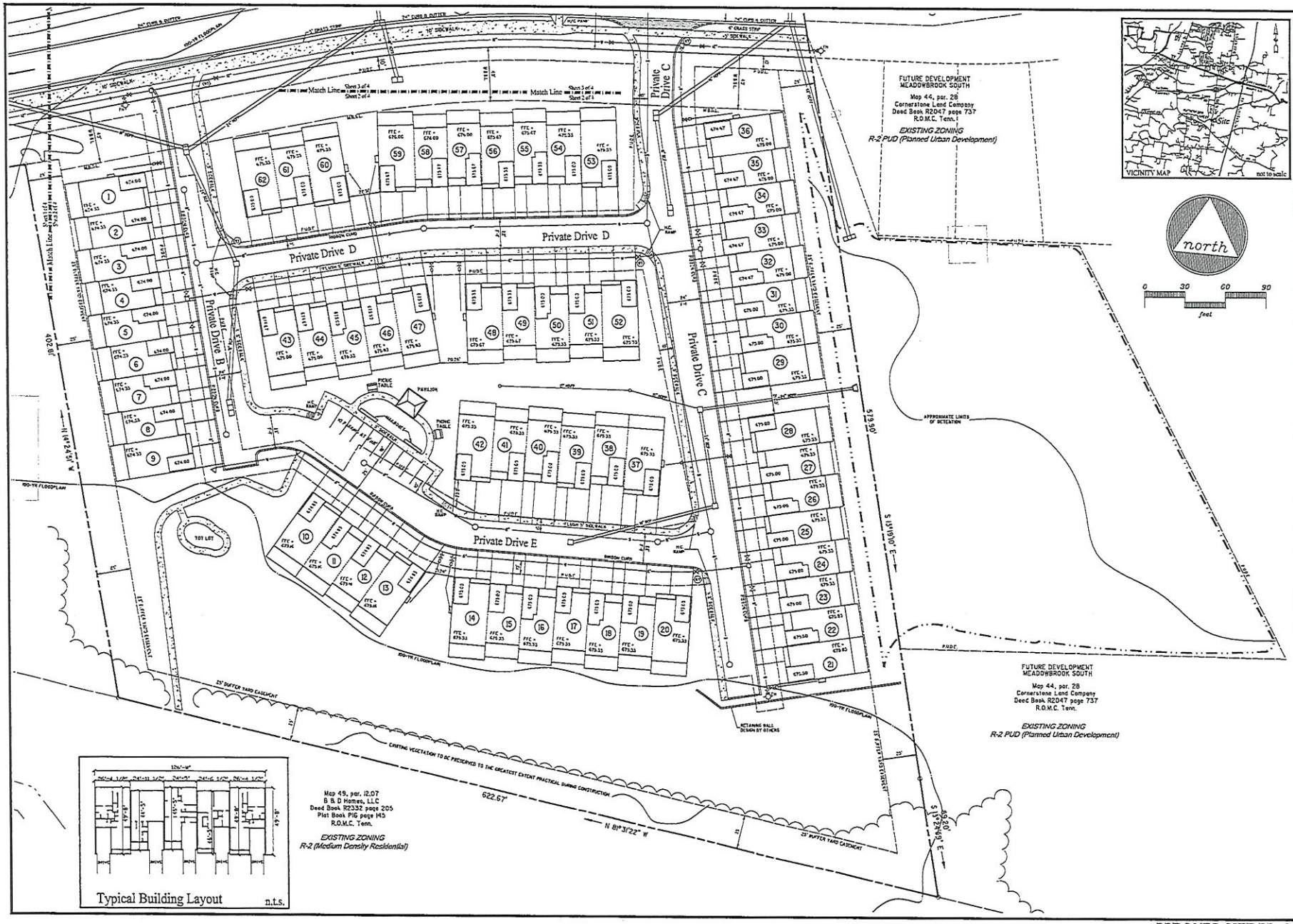
Derryberry Property

Spring Hill, Tennessee

SITE PLAN
DATE : 05 - 30 - 18
JOB No. 17 - 110
SHEET 1 OF 4

EXHIBIT 2
4 pgs.

APPROVED SITE PLAN



SITE PLAN

REVISIONS: 6/14/18 AS PER CITY OF SPRING HILL
6/27/18 AS PER CITY OF SPRING HILL

Ole South Properties
DEVELOPER

Anderson, Delk, Epps & Associates Inc.
ENGINEERING/PLANNING/SURVEYING
618 GRASSMERE PARK DRIVE / SUITE 4
NASHVILLE, TENNESSEE 37211

Derryberry Property

Spring Hill, Tennessee

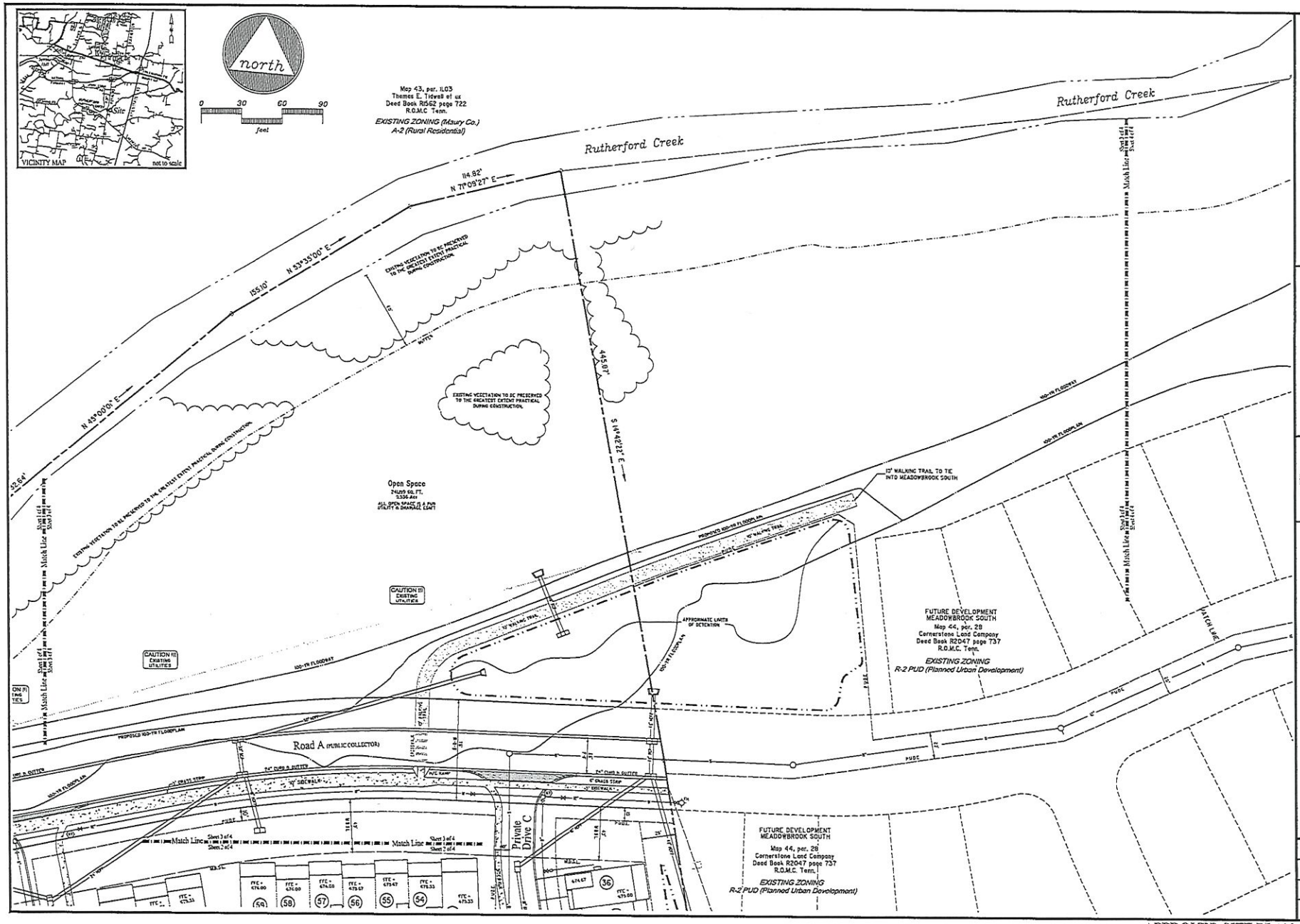
SITE PLAN

DATE : 05 - 30 - 18

JOB No. 17 - 110

SHEET 2 OF 4

APPROVED SITE PLAN



SITE PLAN

REVISIONS: 6/27/18 AS PER CITY OF SPRING HILL
6/27/18 AS PER CITY OF SPRING HILL

Ole South Properties
DEVELOPER

Anderson, Delk, Epps & Associates Inc.
ENGINEERING • PLANNING • SURVEYING
611 GRASSMERE PARK DRIVE / SUITE 4
NASHVILLE, TENNESSEE 37211

Derryberry Property

Spring Hill, Tennessee

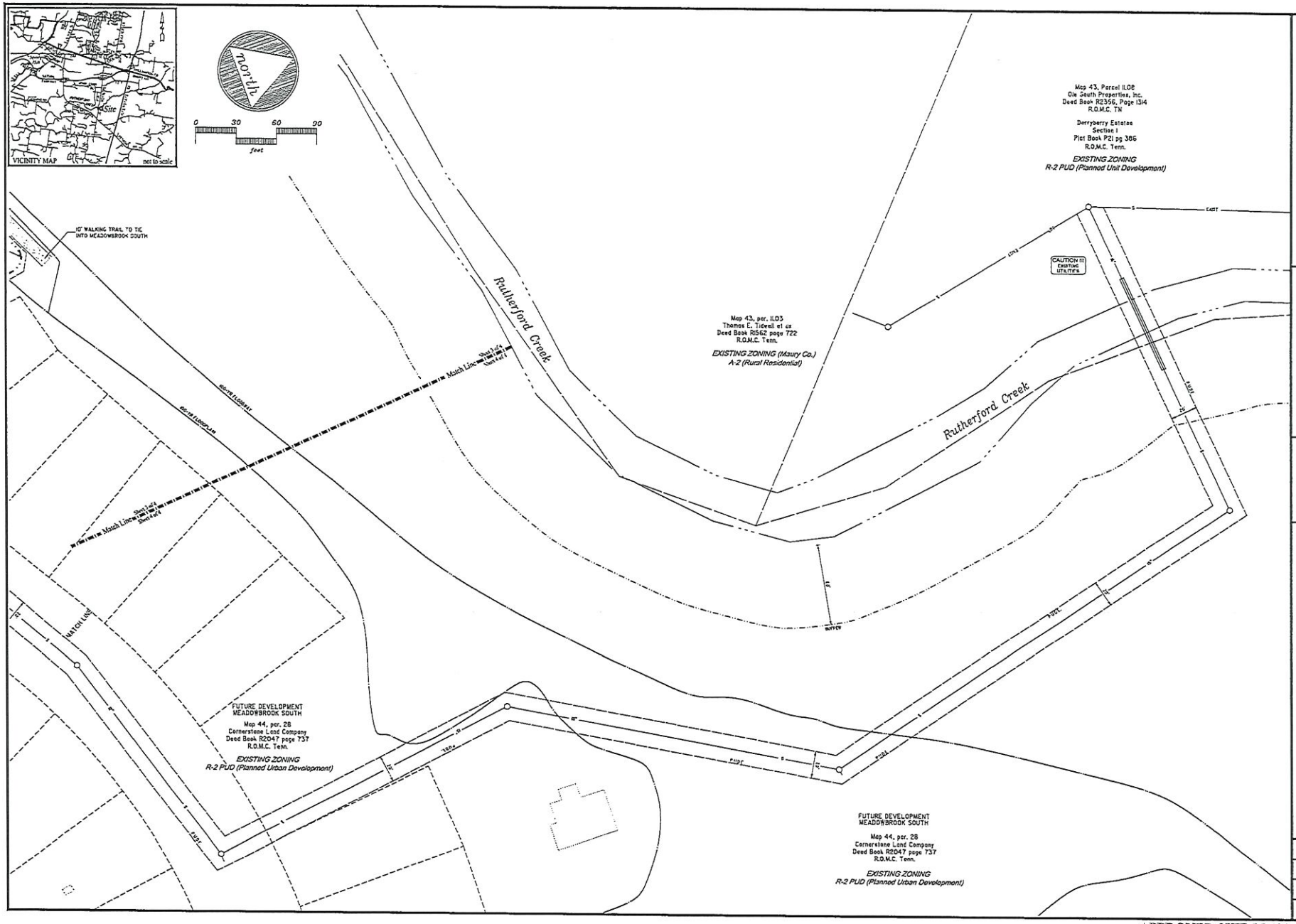
SITE PLAN

DATE: 05-30-18

JOB No. 17-110

SHEET 3 OF 4

APPROVED SITE PLAN



SITE PLAN

REVISIONS: 6/14/18 AS PER CITY OF SPRING HILL
9/27/18 AS PER CITY OF SPRING HILL

Ole South Properties
DEVELOPER
Anderson, Delk, Epps & Associates Inc.
ENGINEERING/PLANNING/SURVEYING
618 GRIZZLE STREET, SUITE 4
NASHVILLE, TENNESSEE 37207

Derryberry Property

Spring Hill, Tennessee

SITE PLAN
DATE : 05 - 30 - 18
JOB No. 17 - 110
SHEET 4 OF 4

APPROVED SITE PLAN