

RESOLUTION 25-197

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING PLAT FOR BRANDON WOODS PHASE 5

WHEREAS, developer Brandon Woods, LLC has a recorded Final Plat for Brandon Woods Phase 5 in Maury County Plat Book P23, Page 143; and

WHEREAS, said Plat shows 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 indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Paragraph 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

WHEREAS, on May 13, 2024, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Brandon Woods Phase 5 be accepted; and

WHEREAS, the Board of Mayor and Aldermen 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.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Brandon Woods Phase 5 as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of August, 2025.



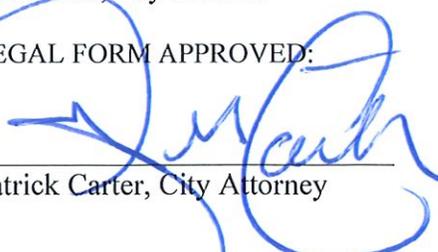
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 25-197*
SUBMITTED BY: Missy Stahl, CIP Director
DATE: August 18, 2025
RE: To accept the dedication of road rights-of-way and public
 improvements for Brandon Woods Phase 5
ATTACHMENTS: Certificate of satisfaction, final plat

PURPOSE:

The purpose of this memo is to provide information regarding a resolution to accept the dedication of road rights-of-way and public improvements Brandon Woods Phase 5.

BACKGROUND:

Planning Commission has recommended the acceptance of the roads and public improvements within Brandon Woods Phase 5 by PC Resolution 25-66, approved on August 11, 2025. A certificate of satisfaction has been signed by City staff.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-197 to accept the dedication of road rights-of-way and public improvements for Brandon Woods Phase 5.



CERTIFICATE OF SATISFACTORY COMPLETION

Date: 7/24/25

Brandon Woods, LLC

Brandon Woods

Phase 5

Development Name: Brandon Woods

Phase or Section of Construction: Phase 5

Public Improvements: Sidewalks, street lights, street signs, stormwater surface maintenance and final topping to all streets with 1 ½ inches of hot mix asphalt

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.

Approved By:

City of Spring Hill Public Works Director

A handwritten signature in blue ink, appearing to be "CSJ", is written over a horizontal line.

T.S.

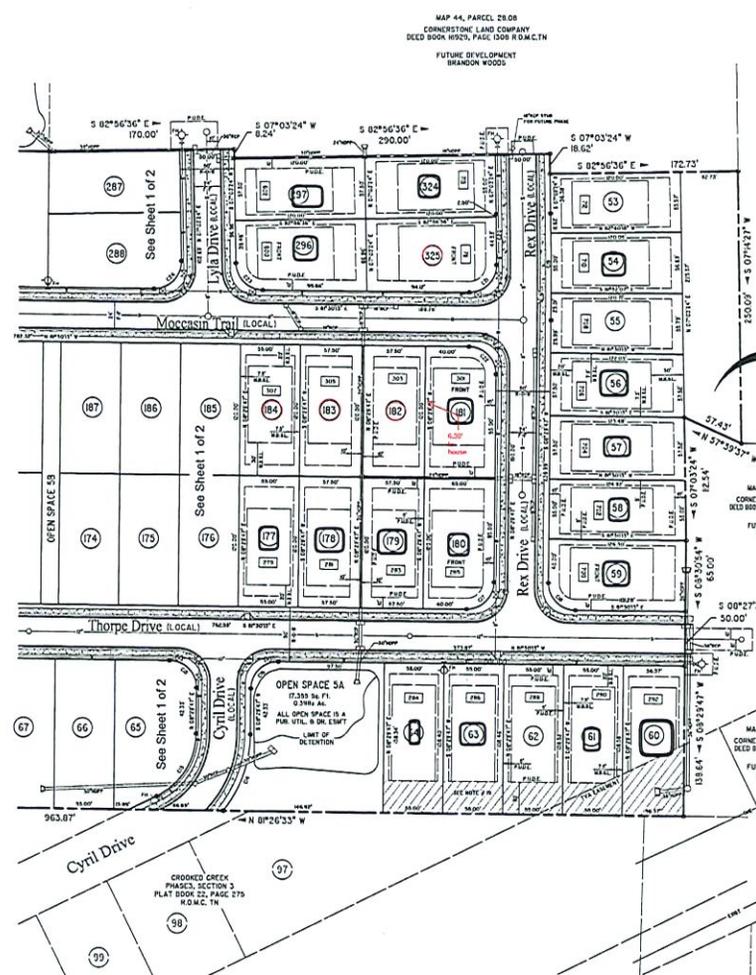
- NOTES:**
- THE PURPOSE OF THIS PLAT IS TO CREATE 62 SINGLE FAMILY LOTS.
 - SITE IS LOCATED ON PROPERTY MAP 44, P/O PARCELS 28.08 AND 28.09, HANRY COUNTY, TENN.
 - DEED REFERENCES:** MAP 44, P/O PARCELS 28.08 AND 28.09 CONCRESTONE LAND COMPANY C/O D.L. SOUTH PROPERTIES PARCEL 28.08 - DEED BOOK 8993, PAGE 234 R.O.M.C. PARCEL 28.09 - DEED BOOK 8993, PAGE 234 R.O.M.C.
 - OWNER/DEVELOPER:** CONCRESTONE LAND COMPANY C/O D.L. SOUTH PROPERTIES 269 ROBERT WOOD DRIVE, SUITE 300 NORTHEAST, TN 37203
 - PLANNER/SURVEYOR:** ANDERSON, DELK, EPFS & ASSOCIATES, INC. 618 GRASSMERE PARK DRIVE, SUITE 4 NASHVILLE, TN 37203
 - EXISTING ZONING:** R-2 PLANNED UNIT DEVELOPMENT (P.U.D.) (ORDINANCE 8-14)
 - APPLICABLE ZONING ORDINANCE:** ADOPTED MAY 20, 2003 AND UPDATED APRIL 2006
 - APPLICABLE SUBDIVISION REGULATIONS:** ADOPTED APRIL 8, 2003 AND AMENDED FEBRUARY 9, 2005
 - AREA WITHIN PHASE FIVE:** 0.3788 AC.
 - NUMBER OF LOTS PROPOSED WITHIN PHASE FIVE:** 62
 - THIS PROPERTY IS LOCATED IN ZONES "A-C" AND "X" AS SHOWN ON F.E.M.A. MAP NO. AT-10000000, EFFECTIVE DATE APRIL 16, 2007.
 - ALL OPEN SPACE SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT. IT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - PLOTS SHALL BE MAINTAINED BY HOMEOWNERS OF INDIVIDUAL LOTS.
 - DETENTION WILL BE PROVIDED, DISCHARGE FROM SITE FROM A 25 YEAR STORM WILL NOT EXCEED THE 25 YEAR STORM DISCHARGE PRIOR TO DEVELOPMENT.
 - FIVE FOOT SIDEWALK SHALL BE REQUIRED AS SHOWN ON APPROVED MASTER PLAN.
 - ALL DETENTION BASINS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL EXISTING STRUCTURES ON SITE ARE TO BE REMOVED.
 - DEVELOPER TO COORDINATE WITH THE UNITED STATES POSTAL SERVICE REGARDING THE LOCATION FOR THE MAIL CLUSTER BOX UNITS (SIPS) ETC. THE SIPS (SIPS) SHALL BE SIPS APPROVED UNITS WITH CONCRETE PAD AND ANCHORS AS SPECIFIED BY THE USPS.
 - FOR LOTS 80-73, NO STRUCTURES, INCLUDING DECKS, SHEDS, OR POOL, MAY BE BUILT WITHIN THE REAR YARD OF THE LOTS.

OPEN SPACE TABLE

LOT NO.	50 FT. ACRES
53	6.634
54	6.779
55	6.779
56	7.098
57	7.241
58	6.509
59	6.078
60	7.263
61	7.820
62	7.607
63	7.444
64	7.400
177	6.400
178	6.900
179	6.900
180	7.866
181	7.466
182	6.900
183	6.900
184	6.400
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Legend

- BOUNDARY BEYOND / MARKER
- WATER LINE
- FINE WIRE
- RIGHT-OF-WAY MARKER
- UTILITY POLE
- GAS VALVE
- GATE PILE

PHASE: PUBLIC UTILITY AND DRAINAGE EASEMENT

- RIGHT OF WAY
- 6" DIA. WALL POLYPROPYLENE PIPE
- 8" NEW UNCOED CONCRETE PIPE
- 4" ELECTRICAL NEW UNCOED CONCRETE PIPE
- FACE OF CURB TO FACE OF CURB
- FACE OF CURB

PHASE: ADA COMPLIANT HANDICAP MARK

- ADA MARKS TO INDICATE TRAMPED DOWNS
- SIDEWALK

**FORM FOR OFFER OF
IRREVOCABLE DEDICATION**

AGREEMENT made this 18 day of August, 2025, 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 Brandon Woods, a LLC, having its office and place of business at 262 Robert Rose Drive, Suite 300, Murfreesboro, TN 37129 hereinafter designated as the "developer".

WHEREAS, the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled Brandon Woods Phase 5 dated 12/21/2022 and prepared by Anderson, Delk, Epps, & Assoc and

WHEREAS, said plat designates certain public improvements consisting of Roads, Right of Way, water lines, sewer lines, storm drain and sidewalks to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Spring Hill 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 Plat attached hereto;

WHEREAS, the Developer has delivered Documents or 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 Documents or Deeds of conveyance for the premises described in Schedule Plat 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 Documents 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 18 day of August, 2025, 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:

Brandon Woods Partnership

August 4 2025
Date

[Signature]
Developer Signature

STATE OF TENNESSEE

(COUNTY OF Rutherford)

On this 4th day of August 2025, before me personally appeared John D. Floyd, to me known, who, being by me first duly sworn, did depose and say that he resides in Murfreesboro, TN; that he is the partner of Brandon Woods Partnership that he signed his name thereto by like order and authority of the Board of Directors of said corporation, and that.



[Signature]
INDIVIDUAL
my commission expires: 2/21/27

ATTEST: [Signature]

FOR THE CITY OF SPRING HILL:

August 18, 2025

BY: [Signature]
Signature
Matt Fitterer, Mayor
Printed Name

(CORPORATE SEAL)

