

Prepared by and after recording
return to:
Thompson Burton, PLLC
One Franklin Park
6100 Tower Circle, Ste. 200
Franklin TN 37067

CONSERVATION GREENWAY EASEMENT AGREEMENT

THIS CONSERVATION GREENWAY EASEMENT AGREEMENT (hereinafter referred to as the “Easement”), is made and entered into this _____ day of _____, 2023, by and between 301 Ben Allen LP (hereinafter referred to as “Grantor”) and the Metropolitan Government of Nashville and Davidson County (hereinafter referred to as “Grantee”)

WITNESSETH

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by this reference (herein referred to as "the Property"); and

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement") to be located as more particularly shown on Exhibit A and Exhibit B attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Grantor, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

- a. To preserve and protect the conservation values of the Property; and
- b. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

- a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
- b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
 - i. That the hours of public access of the Easement shall be from sunrise to sunset.
 - ii. That all persons utilizing the Easement area must remain on the pathway.
 - iii. That all pets of persons utilizing the pathway must be on a leash at all times.
 - iv. That the following activities shall be strictly prohibited:
 - 1. consumption or possession of alcoholic beverages;
 - 2. horseback riding;

3. unauthorized motor vehicles; ebikes are permitted as defined under applicable state law;
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. hunting;
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions without proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantor;
11. any unlawful activities.

4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

6. Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover actual damages to which it may be entitled for violation of the terms of this Agreement and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Metro may pursue its remedies under this paragraph with forty-eight (48) hours' notice to Grantor or without waiting for the expiration of the period provided for cure. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Enforcement. Enforcement of the terms of this Agreement shall be at each party's reasonable discretion and any forbearance by either party to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by the other party shall not be deemed or construed to be a waiver by either party of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of each party's rights under this

Agreement. No delay or omission by Metro or Grantor in the exercise of any right or remedy upon any breach by Metro or Grantor shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.

11. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

12. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

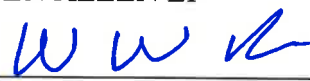
d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the undersigned parties have set their hand and affixed their seal, this _____ day of _____, 2023.

Signed and sealed
in the presence of:


(Unofficial Witness)

“GRANTOR”
301 BEN ALLEN LP
By: 
Name: William W. Burton
Title: Authorized Representative

STATE OF TENNESSEE)
 WILLIAMSON)
COUNTY OF ~~DAVIDSON~~)

On this the 23rd day of June, 2023, before me personally appeared William W. Burton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 3-25-24



Signed and sealed
in the presence of:

“GRANTEE”

Unofficial Witness

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: Monique Horton Odom

PARKS AND RECREATION DEPARTMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)



On this the 26th day of June, 2023, before me personally appeared Monique Horton Odom, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Larecia Travis
NOTARY PUBLIC

My Commission Expires: 7/6/26

UPON RECORDING RETURN TO:

Thompson Burton, PLLC
Attn: Walt Burton
One Franklin Place
6100 Tower Circle, Ste 200
Franklin TN 37067

GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS

This GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS (this "Agreement") is made and entered into this _____ day of _____, 2023, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro"), and 301 BEN ALLEN LP ("Owner"). (Metro and Owner are sometimes collectively referred to as the "Parties".)

BACKGROUND STATEMENT:

A. Metro is the owner of an easement estate with respect to certain property which is a part of the Metro greenway system, as more particularly described on Exhibit "A", attached hereto and incorporated herein (the "Greenway"), as evidenced by the Agreement for Grant of Easement for Conservation Greenway, dated _____ and recorded as Instrument No. _____.

B. Owner is under contract to that certain parcel of real property more particularly described on Exhibit "B", attached hereto and incorporated herein ("Owner's Property").

C. Pursuant to the terms and conditions of this Agreement, upon acquiring Owner's Property, Owner proposes to assist Metro in the construction of improvements within a portion of the Greenway (the "Greenway Improvements"), as such improvements are shown on the plans and specifications attached hereto as Exhibit "C" (the "Plans") and the ongoing care and maintenance of the Greenway Improvements in a certain area, as shown on Exhibit "D" (the "Maintenance Area").

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. Right of Entry. Metro is hereby granted the right to enter the Greenway to perform any and all activities necessary to operate and enforce the rules of the Greenway Improvements in the Maintenance Area.

2. Duties of Construction and Maintenance. Owner agrees to construct the Greenway Improvements in accordance with the Plans. From and after the completion of the Greenway Improvements, Owner will keep, maintain, repair and replace, as necessary, the Greenway Improvements within the Maintenance Area in good order, condition and state of repair, at the expense of Owner. Whenever Owner performs any construction or maintenance required under this Agreement, the work will be done expeditiously and in a good, lien free and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

3. Insurance. During the life of this Agreement, Owner shall obtain and furnish to Metro an insurance certificate, evidencing a policy or policies of Commercial General Liability Insurance that is in effect providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00) combined single limit, which shall name Metro and the State of Tennessee as an additional insureds.

4. Notices. All notices required or permitted to be given under this Agreement will be given personally, by overnight courier, or by certified mail, return receipt requested. Such notices will be deemed effectively received upon receipt, if personally delivered, one (1) day after the deposit with a reputable overnight courier, or three (3) days after the deposit with the United States mail, postage prepaid.

All notices given to Metro will be at the following address:

and to Owner at the following address:

301 Ben Allen LP
1801 West End Ave, Suite 1550
Nashville, Tennessee 37203
ATTN: Walt Burton

5. Run with the Land; Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee. The rights, easements and obligations established in this Agreement will run with the Maintenance Area. This Agreement is and will be binding upon Metro, its successors in title and upon the Owner, and its successors and assigns and successors in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

6. Termination by Metro. For purposes of this Agreement, the "Effective Date" shall be the date of its final approval by the Metropolitan Council. After the fifth anniversary of the Effective Date, Metro may terminate this Agreement upon 30 days' written notice to Owner at the address written above

or to the then-current owner of Owner's Property. In addition, if Owner or an affiliate of Owner does not acquire Owner's Property within one (1) year of the date of this Agreement, this Agreement shall automatically terminate and be of no further force or effect.

7. List of Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: The Greenway

Exhibit B: Owner's Property

Exhibit C: The Plans

Exhibit D: Maintenance Area

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2023.

METRO:

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: Monique Horton Odom

Name: Monique Horton Odom

Title: Director of Parks

OWNER:

301 BEN ALLEN LP

By: W.W. Burton

Name: William W. Burton

Title: Authorized Representative



STATE OF TENNESSEE)

)

COUNTY OF DAVIDSON)

On this the 26th day of June, 2023, before me personally appeared Monique Horton Odom, who acknowledged himself to be the Director of Metro Parks of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Larecia Travis
NOTARY PUBLIC

My Commission Expires: 7/6/26

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, Carole M. Maxson, a Notary Public of said county and state, William W. Burton, the Authorized Representative of 301 Ben Allen LP, a Tennessee limited partnership, the within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the company by himself as Authorized Representative.

Witness my hand and seal, at office, this day of 23rd day of June, 2023.

Cm

Notary Public

My Commission Expires: 3.25.24



EXHIBIT "A"

THE GREENWAY

☐ PROPOSED GREENWAY
ACCESS EASEMENT NO. 1

☐ PROPOSED GREENWAY
ACCESS EASEMENT NO. 2

☐ PROPOSED GREENWAY
ACCESS EASEMENT NO. 3

LINE TABLE								
LINE#	LINE#	DIRECTION	LINE#	LINE#	DIRECTION	LINE#	DIRECTION	
1.1	856.14	N 87° 56' 57" W	1.6	153.37	S 51° 55' E	1.9	20.84	N 87° 42' 47" W
1.2	86.83	N 87° 00' 12" E	1.8	154.23	N 87° 00' 12" E	2.0	21.50	N 87° 00' 12" E
1.3	72.72	N 87° 00' 14" E	1.9	154.34	N 87° 00' 12" E	2.1	22.45	N 87° 00' 12" E
1.4	72.72	N 87° 00' 14" E	2.0	154.34	N 87° 00' 12" E	2.2	23.36	N 87° 00' 12" E
1.5	12.30	N 87° 17' 50" W	2.1	155.82	N 87° 18' 10" W	2.3	18.54	N 87° 20' 37" W
1.6	3.38	S 53° 28' 30" W	2.2	156.92	N 87° 18' 00" W	2.4	2.75	N 87° 20' 37" W
1.7	10.73	S 53° 38' 30" W	2.3	157.00	N 87° 18' 00" W	2.5	26.47	N 87° 20' 37" W
1.8	33.37	S 53° 13' 00" E	2.4	157.57	N 87° 12' 12" E	2.6	3.22	N 87° 18' 50" W
1.9	18.31	N 87° 54' 20" W	2.5	158.62	N 87° 18' 30" E	2.8	18.23	N 87° 54' 20" W
2.0	12.18	S 52° 12' 20" E	2.6	158.88	N 87° 18' 30" E	2.9	18.23	N 87° 54' 20" W
2.1	12.18	S 52° 12' 20" E	2.7	159.00	N 87° 18' 30" E	3.0	6.07	S 52° 12' 20" E
2.2	61.16	S 52° 12' 20" E	2.8	159.00	N 87° 18' 30" E	3.1	62.00	N 87° 12' 50" W
2.3	71.19	S 50° 12' 50" W	2.9	159.00	N 87° 18' 30" E	3.2	62.00	N 87° 12' 50" W
2.4	3.38	S 50° 12' 50" W	3.0	162.12	S 50° 12' 50" W	3.3	7.00	N 87° 54' 20" W
2.5	3.38	S 50° 12' 50" W	3.1	163.00	S 50° 12' 50" W	3.4	18.00	N 87° 42' 47" W
2.6	1.18	S 50° 54' 40" W	3.2	164.00	N 87° 18' 12" E	3.5	35.61	N 87° 42' 47" W
2.7	12.24	S 50° 42' 13" W	3.3	164.00	N 87° 18' 12" E	3.6	15.40	N 87° 42' 47" W
2.8	33.35	S 45° 43' 30" W	3.4	169.18	N 87° 43' 30" W	3.7	13.84	N 87° 50' 12" W
2.9	60.81	S 45° 43' 30" W	3.5	173.54	N 87° 50' 12" W	3.8	19.00	N 87° 50' 12" W
3.0	60.81	S 45° 43' 30" W	3.6	173.54	N 87° 50' 12" W	3.9	19.00	N 87° 50' 12" W
3.1	14.22	N 86° 00' 00" W	3.7	174.00	N 87° 50' 12" W	4.0	1.00	N 86° 00' 00" W
3.2	14.22	N 86° 00' 00" W	3.8	174.00	N 87° 50' 12" W	4.1	20.24	N 87° 42' 47" W
3.3	49.00	S 50° 18' 30" W	3.9	174.00	N 87° 42' 47" W	4.2	13.00	N 87° 42' 47" W
3.4	49.00	S 50° 18' 30" W	4.0	180.57	N 85° 51' 30" W	4.3	18.00	N 87° 42' 47" W
3.5	12.23	N 87° 00' 42' 30" E	4.1	182.00	N 87° 00' 42' 30" E	4.4	18.00	N 87° 00' 42' 30" E
3.6	106.71	N 87° 00' 42' 30" E	4.2	182.00	N 87° 00' 42' 30" E	4.5	12.16	S 52° 00' 30" W
3.7	1.93	N 87° 18' 18' 00" E	4.3	186.00	N 87° 18' 18' 00" E	4.6	24.07	N 87° 00' 00" W
3.8	106.71	N 87° 18' 18' 00" E	4.4	186.00	N 87° 18' 18' 00" E			
3.9	1.93	N 87° 18' 18' 00" E	4.5	186.00	N 87° 18' 18' 00" E			
4.0	2.00	N 86° 22' 00" W	4.6	186.00	N 87° 18' 18' 00" E			

[illegible]

DATE	3/20/2023
SCALE	1" = 100'
DRAWN BY	DM
REVIEWED BY	TPB

**BEN ALLEN RIDGE APARTMENTS
GREENWAY EASEMENT**
301 BEN ALLEN ROAD
NASHVILLE, TN 37207
EXHIBIT



EXHIBIT "B"

301 BEN ALLEN'S
PROPERTY

Approximately 2.40 acres of land in Davidson County, Tennessee, of record in Instrument No. 20221109-0120312, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

BEN ALLEN RIDGE APARTMENTS GREENWAY ACCESS EASEMENT

EASEMENT NO. 1

BEGINNING AT THE NORTHWEST PROPERTY CORNER OF SUBJECT PROPERTY;

THENCE, LEAVING SAID PROPERTY CORNER S 9°56'52" W AT A DISTANCE OF 350.14 FEET TO A POINT ON THE WESTERN BOUNDARY OF SUBJECT PROPERTY;

THENCE, LEAVING SAID PROPERTY BOUNDARY WITH A CURVE IN THE EASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 65°38'57", A RADIUS OF 30.7 FEET, AN ARC LENGTH OF 35.19 FEET, WITH A BEARING AND DISTANCE OF S 85°36'11" E, 33.29 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 24°25'03", A RADIUS OF 74.3 FEET, AN ARC LENGTH OF 31.65 FEET, WITH A BEARING AND DISTANCE OF N 41°33'50" E, 31.41 FEET TO A POINT;

THENCE, S 28°21'19" W AT A DISTANCE OF 121.62 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 70°46'21", A RADIUS OF 12.0 FEET, AN ARC LENGTH OF 14.82 FEET, WITH A BEARING AND DISTANCE OF S 63°39'05" W, 13.90 FEET TO A POINT;

THENCE, S 9°56'52" W AT A DISTANCE OF 12.00 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 71°13'40", RADIUS OF 24.0 FEET, AN ARC LENGTH OF 29.84 FEET, WITH A BEARING AND DISTANCE OF N 63°52'44" E, 27.95' TO A POINT;

THENCE, N 28°15'54" E AT A DISTANCE OF 32.34 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A EASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 90°17'18", RADIUS OF 11.0 FEET, AN ARC LENGTH OF 17.33 FEET, WITH A BEARING AND DISTANCE OF N 73°24'33" E, 15.60 FEET TO A POINT;

THENCE, S 61°36'46" E AT A DISTANCE OF 114.22 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 46°20'52", RADIUS OF 58.7 FEET, AN ARC LENGTH OF 47.48 FEET, WITH A BEARING AND DISTANCE OF S 37°40'05" E, 46.19 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 37°07'16", RADIUS OF 40.0 FEET, AN ARC LENGTH OF 25.92 FEET, WITH A BEARING AND DISTANCE OF S 33°03'17" E, 25.46 FEET TO A POINT;

THENCE, S 51°36'55" E AT A DISTANCE OF 152.37 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 7°49'10", RADIUS OF 40.0 FEET, AN ARC LENGTH OF 5.46 FEET, WITH A BEARING AND DISTANCE OF S 55°31'30" E, 5.45 FEET TO A POINT;

THENCE, S 30°25'35" W AT A DISTANCE OF 4.00 FEET TO A POINT;

THENCE, S 59°34'25" E AT A DISTANCE OF 12.81 FEET TO A POINT;

THENCE, N 30°25'35" E AT A DISTANCE OF 6.01 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 78°10'06", RADIUS OF 5.0 FEET, AN ARC LENGTH OF 6.82 FEET, WITH A BEARING AND DISTANCE OF S 29°23'56" E, 6.30 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 28°43'15", RADIUS OF 109.0 FEET, AN ARC LENGTH OF 54.64 FEET, WITH A BEARING AND DISTANCE OF S 24°02'45" W, 54.07 FEET TO A POINT;

THENCE, S 38°33'12" W AT A DISTANCE OF 198.71 FEET TO A POINT;

THENCE, S 51°35'26" E AT A DISTANCE OF 41.51 FEET TO A POINT;

THENCE, N 38°24'22" E AT A DISTANCE OF 198.72 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 21°20'51", RADIUS OF 150.0 FEET, AN ARC LENGTH OF 55.89 FEET, WITH A BEARING AND DISTANCE OF N 27°43'57" E, 55.56 FEET TO A POINT;



THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 14°39'38", RADIUS OF 149.6 FEET, AN ARC LENGTH OF 38.27 FEET, WITH A BEARING AND DISTANCE OF N 9°44'58" E, 38.17 FEET TO A POINT;

THENCE, S 80°42'29" W AT A DISTANCE OF 20.86 FEET TO A POINT;

THENCE, N 9°18'36" W AT A DISTANCE OF 12.00 FEET TO A POINT;

THENCE, S 80°42'29" W AT A DISTANCE OF 12.12 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A WESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 47°40'36", RADIUS OF 28.0 FEET, AN ARC LENGTH OF 23.30 FEET, WITH A BEARING AND DISTANCE OF N 75°27'13" W, 22.63 FEET TO A POINT;

THENCE, N 51°36'55" W AT A DISTANCE OF 150.10 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 37°07'16", RADIUS OF 28.0 FEET, AN ARC LENGTH OF 18.14 FEET, WITH A BEARING AND DISTANCE OF N 33°03'17" W, 17.83 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 9°15'26", RADIUS OF 70.7 FEET, AN ARC LENGTH OF 11.42 FEET, WITH A BEARING AND DISTANCE OF N 19°07'22" W, 11.41 FEET TO A POINT;

THENCE, N 29°23'13" E AT A DISTANCE OF 10.00 FEET TO A POINT;

THENCE, N 60°36'47" W AT A DISTANCE OF 8.80 FEET TO A POINT;

THENCE, S 28°47'20" W AT A DISTANCE OF 4.39 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 28°41'33", RADIUS OF 70.7 FEET, AN ARC LENGTH OF 35.40 FEET, WITH A BEARING AND DISTANCE OF N 46°31'59" W, 35.03 FEET TO A POINT;

THENCE, N 61°39'52" W AT A DISTANCE OF 115.34 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 87°35'59", RADIUS OF 11.0 FEET, AN ARC LENGTH OF 16.76 FEET, WITH A BEARING AND DISTANCE OF N 12°58'03" W, 15.18 FEET TO A POINT;

THENCE, N 28°23'21" E AT A DISTANCE OF 79.85 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 14°52'17", RADIUS OF 100.0 FEET, AN ARC LENGTH OF 25.96 FEET, WITH A BEARING AND DISTANCE OF N 20°57'04" E, 25.88 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 7°32'14", RADIUS OF 835.6 FEET, AN ARC LENGTH OF 109.93 FEET, WITH A BEARING AND DISTANCE OF N 17°17'02" E, 109.85 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 3°57'28", RADIUS OF 1,829.6 FEET, AN ARC LENGTH OF 126.38 FEET, WITH A BEARING AND DISTANCE OF N 28°17'09" E, 126.35 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 4°16'01", RADIUS OF 554.4 FEET, AN ARC LENGTH OF 41.29 FEET, WITH A BEARING AND DISTANCE OF N 40°45'24" E, 41.28 FEET TO A POINT;

THENCE, S 41°27'20" E AT A DISTANCE OF 3.24 FEET TO A POINT;

THENCE, N 48°32'41" E AT A DISTANCE OF 18.93 FEET TO A POINT ON THE NORTHERN BOUNDARY OF SUBJECT PROPERTY;

THENCE, N 80°49'10" W AT A DISTANCE OF 163.08 FEET ALONG SAID NORTHERN BOUNDARY TO A POINT, SAID POINT BEING THE END POINT AND POINT OF ORIGIN.

THE TOTAL AREA CONTAINED WITHIN THE EASEMENT IS 50,639 SQUARE FEET OR 1.16 ACRES.

EASEMENT NO. 2

BEGINNING AT A POINT ON THE NORTHERN BOUNDARY OF SUBJECT PROPERTY, SAID POINT BEING 173.66 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF SUBJECT PROPERTY;

THENCE, LEAVING SAID PROPERTY BOUNDARY WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 10°12'11", RADIUS OF 250.9 FEET, AN ARC LENGTH OF 44.69 FEET, WITH A BEARING AND DISTANCE OF S 11°06'08" W, 44.63 FEET TO A POINT;

THENCE, S 85°29'14" E AT A DISTANCE OF 12.72 FEET TO A POINT;

THENCE, S 02°46'04" W AT A DISTANCE OF 23.49 FEET TO A POINT;

THENCE, N 87°13'56" W AT A DISTANCE OF 12.92 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 8°13'38", RADIUS OF 250.9 FEET, AN ARC LENGTH OF 36.03 FEET, WITH A BEARING AND DISTANCE OF S 03°33'58" E, 36.00 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 25°55'41", RADIUS OF 42.0 FEET, AN ARC LENGTH OF 19.01 FEET, WITH A BEARING AND DISTANCE OF S 05°17'04" W, 18.84 FEET TO A POINT;

THENCE, S 19°07'48" W AT A DISTANCE OF 19.51 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 52°11'11", RADIUS OF 22.0 FEET, AN ARC LENGTH OF 20.04 FEET, WITH A BEARING AND DISTANCE OF S 46°46'25" W, 19.35 FEET TO A POINT;

THENCE, S 32°36'37" E AT A DISTANCE OF 27.17 FEET TO A POINT;

THENCE, S 12°13'02" E AT A DISTANCE OF 19.73 FEET TO A POINT;

THENCE, S 00°54'26" W AT A DISTANCE OF 15.31 FEET TO A POINT;

THENCE, S 11°23'40" E AT A DISTANCE OF 10.78 FEET TO A POINT;

THENCE, S 06°12'15" W AT A DISTANCE OF 12.18 FEET TO A POINT;

THENCE, S 83°52'05" E AT A DISTANCE OF 3.38 FEET TO A POINT;

THENCE, S 09°39'16" W AT A DISTANCE OF 67.96 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 46°58'59", RADIUS OF 30.9 FEET, AN ARC LENGTH OF 25.31 FEET, WITH A BEARING AND DISTANCE OF S 37°33'21" W, 24.61 FEET TO A POINT;

THENCE, N 52°53'41" W AT A DISTANCE OF 22.92 FEET TO A POINT;

THENCE, S 05°56'44" W AT A DISTANCE OF 3.39 FEET TO A POINT;

THENCE, S 29°41'19" W AT A DISTANCE OF 22.84 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 3°28'22", RADIUS OF 524.7 FEET, AN ARC LENGTH OF 31.80 FEET, WITH A BEARING AND DISTANCE OF S 02°32'41" E, 31.80 FEET TO A POINT;

THENCE, S 83°47'59" E AT A DISTANCE OF 13.35 FEET TO A POINT;

THENCE, S 06°12'01" W AT A DISTANCE OF 30.61 FEET TO A POINT;

THENCE, S 23°23'60" W AT A DISTANCE OF 9.87 FEET TO A POINT;

THENCE, N 66°36'00" W AT A DISTANCE OF 14.12 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 4°43'21", RADIUS OF 27.0 FEET, AN ARC LENGTH OF 2.23 FEET, WITH A BEARING AND DISTANCE OF S 36°05'07" W, 2.22 FEET TO A POINT;

THENCE, S 38°26'48" W AT A DISTANCE OF 38.02 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 47°44'19", RADIUS OF 18.0 FEET, AN ARC LENGTH OF 15.00 FEET, WITH A BEARING AND DISTANCE OF S 14°34'38" W, 14.57 FEET TO A POINT;

THENCE, S 09°17'31" E AT A DISTANCE OF 49.23 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 90°0'00", RADIUS OF 24.0 FEET, AN ARC LENGTH OF 37.70 FEET, WITH A BEARING AND DISTANCE OF S 35°42'29" W, 33.94 FEET TO A POINT;

THENCE, S 80°42'29" W AT A DISTANCE OF 14.13 FEET TO A POINT;

THENCE, N 00°06'59" E AT A DISTANCE OF 12.16 FEET TO A POINT;

THENCE, N 80°42'29" E AT A DISTANCE OF 10.71 FEET TO A POINT;

THENCE, N 08°22'05" W AT A DISTANCE OF 7.00 FEET TO A POINT;

THENCE, N 81°37'55" E AT A DISTANCE OF 6.00 FEET TO A POINT;

THENCE, S 08°22'05" E AT A DISTANCE OF 6.00 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 67°34'16", RADIUS OF 12.0 FEET, AN ARC LENGTH OF 14.15 FEET, WITH A BEARING AND DISTANCE OF N 24°29'37" E, 13.35 FEET TO A POINT;

THENCE, N 09°17'31" W AT A DISTANCE OF 49.23 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 47°44'19", RADIUS OF 30.0 FEET, AN ARC LENGTH OF 25.00 FEET, WITH A BEARING AND DISTANCE OF N 14°34'38" E, 24.28 FEET TO A POINT;

THENCE, N 38°26'48" E AT A DISTANCE OF 38.02 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 34°58'44", RADIUS OF 15.1 FEET, AN ARC LENGTH OF 9.21 FEET, WITH A BEARING AND DISTANCE OF N 20°54'34" E, 9.07 FEET TO A POINT;

THENCE, N 71°16'50" W AT A DISTANCE OF 3.02 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 80°27'16", RADIUS OF 3.0 FEET, AN ARC LENGTH OF 4.21 FEET, WITH A BEARING AND DISTANCE OF S 68°29'32" W, 3.87 FEET TO A POINT;

THENCE, S 28°15'54" W AT A DISTANCE OF 15.83 FEET TO A POINT;

THENCE, N 61°44'06" W AT A DISTANCE OF 39.00 FEET TO A POINT;

THENCE, N 28°15'54" E AT A DISTANCE OF 12.94 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 81°02'20", RADIUS OF 5.0 FEET, AN ARC LENGTH OF 7.07 FEET, WITH A BEARING AND DISTANCE OF N 12°15'16" W, 6.50 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 82°06'55", RADIUS OF 5.0 FEET, AN ARC LENGTH OF 7.17 FEET, WITH A BEARING AND DISTANCE OF S 69°09'50" W, 6.57 FEET TO A POINT;

THENCE, N 58°09'02" W AT A DISTANCE OF 24.07 FEET TO A POINT;

THENCE, N 44°18'34" E AT A DISTANCE OF 28.62 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN AN EASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 90°00'00", RADIUS OF 3.5 FEET, AN ARC LENGTH OF 5.50 FEET, WITH A BEARING AND DISTANCE OF N 73°15'54" E, 4.95 FEET TO A POINT;

THENCE, N 28°16'32" E AT A DISTANCE OF 14.57 FEET TO A POINT;

THENCE, S 61°44'06" E AT A DISTANCE OF 45.00 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 57°15'02", RADIUS OF 15.0 FEET, AN ARC LENGTH OF 14.99 FEET, WITH A BEARING AND DISTANCE OF N 33°06'35" W, 14.37 FEET TO A POINT,

THENCE, N 61°44'06" W AT A DISTANCE OF 29.47 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 72°31'27", RADIUS OF 44.3 FEET, AN ARC LENGTH OF 56.11 FEET, WITH A BEARING AND DISTANCE OF N 27°17'53" W, 52.44 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 28°58'40", RADIUS OF 62.9 FEET, AN ARC LENGTH OF 31.81 FEET, WITH A BEARING AND DISTANCE OF N 06°10'34" W, 31.47 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 09°29'26", RADIUS OF 322.6 FEET, AN ARC LENGTH OF 53.44 FEET, WITH A BEARING AND DISTANCE OF N 21°15'51" W, 53.37 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 41°12'19", RADIUS OF 25.3 FEET, AN ARC LENGTH OF 18.18 FEET, WITH A BEARING AND DISTANCE OF N 42°33'28" W, 17.79 FEET TO A POINT;

THENCE, N 63°09'38" W AT A DISTANCE OF 0.57 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 102°13'28", RADIUS OF 37.9 FEET, AN ARC LENGTH OF 67.58 FEET, WITH A BEARING AND DISTANCE OF N 09°20'26" W, 58.97 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 07°03'21", RADIUS OF 190.6 FEET, AN ARC LENGTH OF 23.48 FEET, WITH A BEARING AND DISTANCE OF N 35°51'33" E, 23.46 FEET TO A POINT;

THENCE, N 60°20'21" W AT A DISTANCE OF 13.14 FEET TO A POINT;

THENCE, N 29°10'41" E AT A DISTANCE OF 25.06 FEET TO A POINT;

THENCE, S 60°49'19" E AT A DISTANCE OF 12.46 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 27°54'41", RADIUS OF 16.1 FEET, AN ARC LENGTH OF 7.83 FEET, WITH A BEARING AND DISTANCE OF N 06°24'20" W, 7.76 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 09°56'17", RADIUS OF 193.2 FEET, AN ARC LENGTH OF 33.52 FEET, WITH A BEARING AND DISTANCE OF N 22°09'50" W, 33.48 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 31°49'03", RADIUS OF 24.4 FEET, AN ARC LENGTH OF 13.55 FEET, WITH A BEARING AND DISTANCE OF N 26°30'57" W, 13.38 FEET TO A POINT;

THENCE, S 29°11'13" W AT A DISTANCE OF 17.30 FEET TO A POINT;

THENCE, N 60°48'48" W AT A DISTANCE OF 20.93 FEET TO A POINT;

THENCE, N 29°02'36" E AT A DISTANCE OF 18.55 FEET TO A POINT;

THENCE, N 60°48'02" W AT A DISTANCE OF 16.20 FEET TO A POINT;

THENCE, S 29°13'50" W AT A DISTANCE OF 3.00 FEET TO A POINT;

THENCE, N 60°47'31" W AT A DISTANCE OF 6.51 FEET TO A POINT;

THENCE, N 29°13'50" E AT A DISTANCE OF 3.00 FEET TO A POINT;

THENCE, N 61°32'15" W AT A DISTANCE OF 52.16 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 07°24'19", RADIUS OF 101.6 FEET, AN ARC LENGTH OF 13.13 FEET, WITH A BEARING AND DISTANCE OF N 54°52'19" W, 13.13 FEET TO A POINT;

THENCE, S 42°17'25" W AT A DISTANCE OF 10.25 FEET TO A POINT;

THENCE, N 45°51'24" W AT A DISTANCE OF 15.67 FEET TO A POINT;

THENCE, N 42°43'03" E AT A DISTANCE OF 10.00 FEET TO A POINT;

THENCE, N 48°32'41" E AT A DISTANCE OF 18.93 FEET TO A POINT ON THE NORTHERN BOUNDARY OF SUBJECT PROPERTY;

THENCE, S 80° 49'10" E AT A DISTANCE OF 392.67 FEET TO A POINT ALONG SAID NORTHERN BOUNDARY, SAID POINT BEING THE END POINT AND POINT OF ORIGIN.

THE TOTAL AREA CONTAINED WITHIN THE EASEMENT IS 50,035 SQUARE FEET OR 1.15 ACRES.

EASEMENT NO. 3

BEGINNING AT A POINT ON A SHARED SOUTHEASTERN BOUNDARY CORNER BETWEEN PROPOSED EASEMENT NO. 1 AND EASEMENT NO. 2;

THENCE, LEAVING SAID SHARED EASEMENT BOUNDARY CORNER S 80°42'29" W AT A DISTANCE OF 20.86 FEET TO A POINT;

THENCE, N 09°18'36" W AT A DISTANCE OF 12.00 FEET TO A POINT;

THENCE, N 09°16'50" W AT A DISTANCE OF 18.91 FEET TO A POINT;

THENCE, N 09°17'40" W AT A DISTANCE OF 82.60 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 17°49'05", RADIUS OF 74.0 FEET, AN ARC LENGTH OF 23.01 FEET, WITH A BEARING AND DISTANCE OF N 00°22'58" W, 22.92 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A NORTHEASTERLY DIRECTION, WITH A CENTRAL ANGLE OF 19°17'18", RADIUS OF 74.0 FEET, AN ARC LENGTH OF 24.91 FEET, WITH A BEARING AND DISTANCE OF N 18°10'13" E, 24.79 FEET TO A POINT;

THENCE, N 28°02'12" E AT A DISTANCE OF 17.32 FEET TO A POINT;

THENCE, S 58°09'02" E AT A DISTANCE OF 24.07 FEET TO A POINT;

THENCE, S 28°06'23" W AT A DISTANCE OF 15.63 FEET TO A POINT;

THENCE, CONTINUING WITH A CURVE IN A SOUTHWESTERLY DIRECTION, WITH A CENTRAL ANGLE OF 37°06'24", RADIUS OF 50.0 FEET, AN ARC LENGTH OF 32.38 FEET, WITH A BEARING AND DISTANCE OF S 09°15'41" W, 31.82 FEET TO A POINT;

THENCE, S 08°59'01" E AT A DISTANCE OF 95.41 FEET TO A POINT;

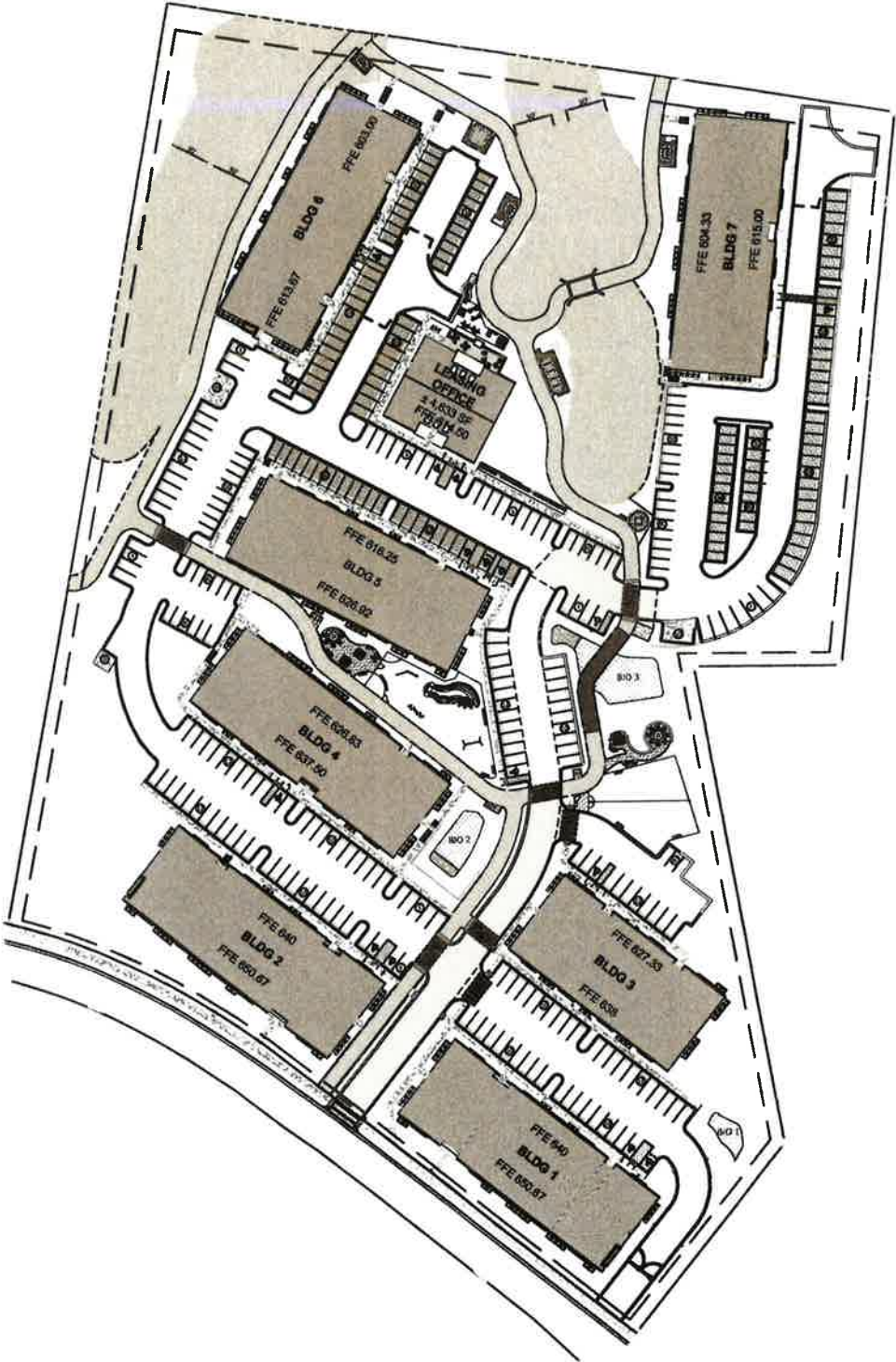
THENCE, CONTINUING WITH A CURVE IN A SOUTHERLY DIRECTION, WITH A CENTRAL ANGLE OF 02°20'35", RADIUS OF 150.0 FEET, AN ARC LENGTH OF 6.13 FEET, WITH A BEARING AND DISTANCE OF S 03°22'44" E, 6.13 FEET TO A POINT;

THENCE, S 00°06'59" W AT A DISTANCE OF 12.16 FEET TO A POINT, SAID POINT BEING THE END POINT AND POINT OF ORIGIN.

THE TOTAL AREA CONTAINED WITHIN THE EASEMENT IS 4,028 SQUARE FEET OR 0.09 ACRES.

EXHIBIT "C"

PLANS AND
MAINTENANCE AREA



Certificate Of Completion

Envelope Id: C6FA683976144BFE990981C168765FA2

Status: Completed

Subject: Complete with DocuSign: Legislative Tracking Form - Ben Allen Conservation Greenway Easement (N...

Source Envelope:

Document Pages: 27

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 0

Ronald Colter

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730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

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Ronald.colter@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Ronald Colter

Location: DocuSign

6/29/2023 12:17:44 PM

Ronald.colter@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Abraham Wescott

abraham.wescott@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Monique Odom

monique.odom@nashville.gov

Monique Horton Odom

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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kelly flannery

kelly.flannery@nashville.gov

Security Level: Email, Account Authentication
(None)

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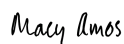
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Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

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Signed: 6/29/2023 8:51:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2023 12:22:36 PM
Certified Delivered	Security Checked	6/29/2023 8:50:58 PM
Signing Complete	Security Checked	6/29/2023 8:51:11 PM
Completed	Security Checked	6/29/2023 8:51:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		