

AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the 30th day of June, 2025, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and **BMTN OWNER LLC**, a Delaware limited liability company (herein referred to as Grantor).

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 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 B and more particularly described on Exhibit C 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. At Grantor's sole expense, Grantor shall construct and forever maintain at the sole expense of Grantors and their successors and assigns the pathway and physical structures consistent with the attached design plans. Grantor further shall forever maintain the Landscaping within the Easement. For avoidance of doubt, Grantor's obligations under this paragraph shall run with the land and are binding on Grantor's successors and assigns. All of the work described in this paragraph shall be carried out 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, and as otherwise permitted herein.

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 construct and perform maintenance located within the Easement area, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. 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. Metro 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. Metro 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 11:00 p.m.

- 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. possession of firearms, weapons or projected objects (consistent with state law);
 - 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. Permitted Uses. Notwithstanding Sections 3(b) and 4 herein, and anything else to the contrary in this Agreement, Metro expressly agrees, acknowledges, and permits Grantor to use the Easement area for on-going pickup of equipment, furniture, catering supplies, garbage, and other items as may be required, and for the general maintenance of the Easement area. Grantor will take

those safety measures which are reasonably necessary to prevent injury to persons resulting from or in any way connected with accessing the Easement area for the above-referenced uses.

6. 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.

7. 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 any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its sole 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 without prior notice to Grantor or without waiting for the expiration of the period provided for cure. Metro's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement.

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.

8. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Grantors or Metro under this Agreement shall be properly given only if made in writing and sent by hand delivery, email transmission, or overnight delivery by a nationally recognized and reputable courier (such as, without limitation, FedEx or UPS) in accordance with this section. Notices shall be sent to a party at the address of such party as set forth below or such other address as a party may specify by written notice to the other party sent in accordance with the terms of this section. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by overnight delivery service, on the date the same is deposited with the applicable carrier; and (iii) if sent by email, on the date of dispatch by sender, provided, if the recipient does not confirm receipt of a Notice sent by email, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) business days thereafter. The notices shall be sent to the parties at the following addresses:

Grantor:

BMTN Owner LLC
c/o AJ Capital Partners
429 Chestnut Street
Nashville, TN 37203
Attn: Ryan Doyle

Metro:

Metropolitan Board of Parks and Recreation
PO Box 196340
Nashville, TN 37219-6340
Attn: Director of Parks

16. 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.

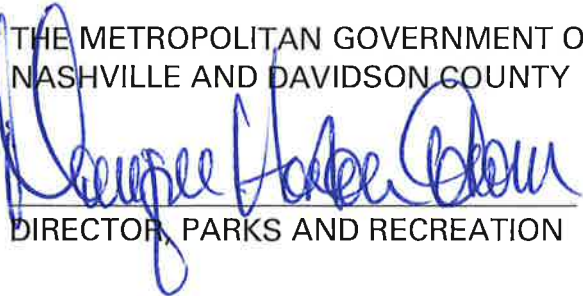
TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

(Signatures on following pages)

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 2nd day of October, 2025.

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY


DIRECTOR, PARKS AND RECREATION

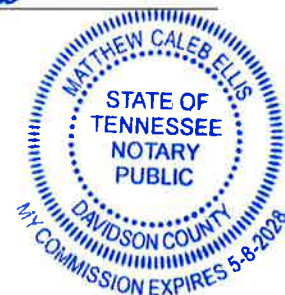
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 2nd day of October, 2025, before me personally appeared Monique Nichole Adam who acknowledged ^{her} ~~him~~self to be the Director of the Metropolitan Government Department of Parks and Recreation, and that ^{she} ~~he~~, as such Director, 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.


NOTARY PUBLIC

My Commission Expires: 05-08-2028



GRANTOR:

BMTN OWNER LLC, a Delaware limited liability company

By: [Signature]
Name: RYAN DOYLE
Its: EVP (AUTHORIZED SIGNATORY)

STATE OF TENNESSEE)
)
COUNTY OF Davidson

On this the 30 day of June, 2025, before me personally appeared Ryan Doyle, who acknowledged himself/herself to be the Authorized Signatory of BMTN OWNER LLC, a Delaware limited liability company, and that he/she, 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.

[Signature]
NOTARY PUBLIC

My Commission Expires: May 3, 2027



Exhibit A

Grantor Property

TRACT I:

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NOS. 1,2,4 AND ALL OF 3 ON THE PLAT OF W.P. READY'S SUBDIVISION OF THE JOHN W. LOVE TRACT, OF RECORD IN BOOK 421, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A TRACT OF 8-1/8 ACRES, MORE OR LESS, ADJACENT TO SAID LOT NO. 1 ON THE SOUTHWEST, SAID PARCEL BEING LOCATED BETWEEN THE SEABOARD SYSTEM RAILROAD, HARDING ROAD, BRILEY PARKWAY AND H. G. HILL REALTY COMPANY PROPERTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CSX TRANSPORTATION SYSTEMS RAILROAD (A 100-FOOT WIDE RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY OF BRILEY PARKWAY (RIGHT-OF-WAY WIDTH VARIES); THENCE;

WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BRILEY PARKWAY, 354.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2252.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL, PASSING A WITNESS PIN SET ON SAID CURVE AT A DISTANCE OF 35.00 FEET FROM SAID POINT OF BEGINNING; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 49° 18' 00" E, 354.348 FEET THENCE;

WITH SAID RIGHT-OF-WAY LINE, S 30° 48' 00" E, 51.58 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE,

WITH SAID RIGHT-OF-WAY LINE, 86.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2240.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 42° 13' 42" E, 86.319 FEET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 41° 00' 42" E, 11.17 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE,

138.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 93.00 FEET TO AN IRON PIN SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, MEMPHIS-BRISTOL HIGHWAY, U.S. HIGHWAY 70-SOUTH, STATE ROUTE 1 (RIGHT-OF-WAY WIDTH VARIES); SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 01° 45' 24" W, 126.401 FEET; THENCE,

WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, S 44° 57' 34" E, 5.35 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 44° 58' 46" W, 152.87 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 44° 45' 54" E, 5.00 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 32' 25" W, 404.83 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, N 46° 40' 27" W, 12.51 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 50' 07" W, PASSING A WITNESS POINT SET AT 300.70 FEET AND FOR A TOTAL DISTANCE OF 341.70 FEET TO A POINT IN SUGARTREE CREEK; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 46° 06' 57" E, 7.50 FEET TO A POINT, THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 53' 03" W, 37.00 FEET TO AN EXISTING IRON PIN; THENCE,

LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE NORTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO H.G. HILL REALTY COMPANY BY DEED OF RECORD IN BOOK 5837, PAGE 771, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, N 09° 12' 57" W. 95.87 FEET TO AN EXISTING IRON PIN; THENCE,

WITH SAID LINE, N 06° 09' 34" W, 39.97 FEET TO AN EXISTING IRON PIN; THENCE,

WITH SAID LINE, N 63° 09' 34" W, 253.50 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CSX TRANSPORTATION SYSTEMS RAILROAD; THENCE,

WITH SAID RIGHT-OF-WAY LINE, N 32° 16' 26" E, 653.00 FEET TO POINT; THENCE,

WITH SAID RIGHT-OF-WAY LINE, 398.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT THAT HAS A RADIUS OF 2914.93 FEET TO THE POINT OF BEGINNING;

SAID CURVE HAS A CHORD BEARING AND DISTANCE OF N 27° 53' 51" E, 398.085 FEET.

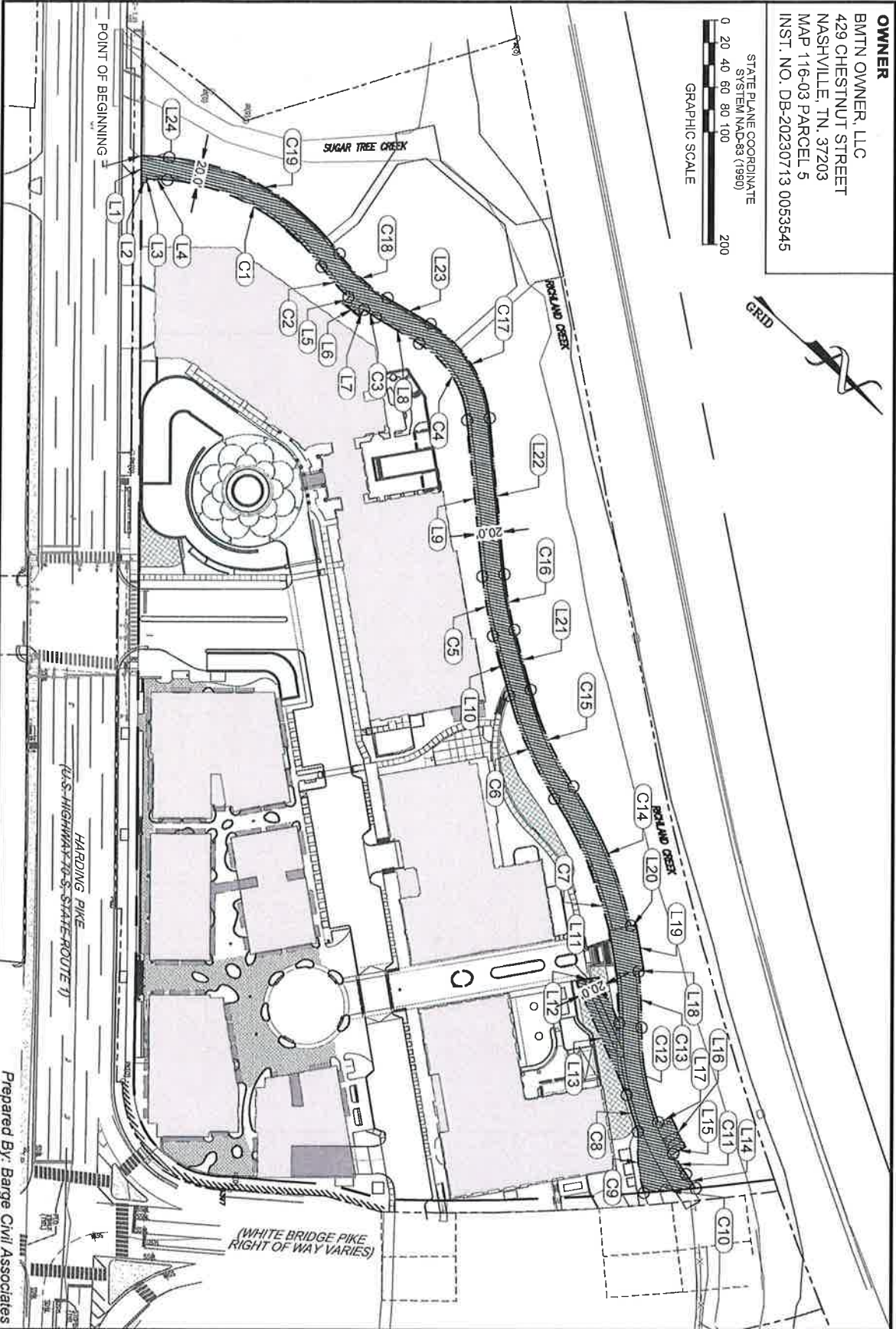
Being the same property conveyed to BMTN Owner LLC, a Delaware limited liability company by Warranty deed from BMP Partnership 2, a Tennessee general partnership of record in Instrument No. 20230713-0053545 Register's Office for Davidson County, Tennessee, dated June 22, 2023 and recorded on July 13, 2023.

Exhibit B

Greenway Easement Depiction

Attached.

P:\010 AJ Capital Partners\010-02 Belle Meade Plaza\010-02 Belle Meade Eastment Dedication.dwg-EX-1 Greenway Exhibit



EX-1 BCA JOB NO. 2010-02	GREENWAY EASEMENT EXHIBIT	 5508 CHARLOTTE PIKE STE 200 NASHVILLE, TN 37209 615.553.9311 • bcvacivil.com
	BELLE MEADE PLAZA 4500 HARDING PIKE NASHVILLE, TENNESSEE, 37205	

P:\3010 AJ Capital Partners\3010-02 Belle Meade Plaza M&C\2025\2025 Easement Dedication\3010-02_Belle Meade Easement Dedication.dwg-16-2 Greenway Tables

OWNER
BMTN OWNER, LLC
429 CHESTNUT STREET
NASHVILLE, TN, 37203
MAP 116-03 PARCEL 5
INST. NO. DB-20230713 0053545

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	163.35'	190.00'	049°15'30"	87.11'	158.36'	N12°28'23"W
C2	36.16'	167.00'	012°24'22"	18.15'	36.09'	N05°57'12"E
C3	12.56'	167.00'	004°18'31"	6.28'	12.56'	N08°35'00"W
C4	83.82'	90.00'	053°21'52"	45.23'	80.83'	N15°56'41"E
C5	53.76'	316.00'	009°44'52"	26.95'	53.70'	N37°45'11"E
C6	100.53'	331.00'	017°24'07"	50.66'	100.14'	N24°10'41"E
C7	210.18'	367.00'	032°48'45"	108.06'	207.32'	N31°53'16"E
C8	34.15'	243.00'	008°03'06"	17.10'	34.12'	N30°37'52"E
C9	54.71'	156.99'	019°58'05"	27.64'	54.44'	N42°40'43"E
C10	46.36'	2241.83'	001°11'06"	23.18'	46.36'	N46°40'55"W
C11	21.34'	223.00'	005°29'01"	10.68'	21.33'	S16°11'19"W
C12	85.66'	223.00'	022°00'33"	43.37'	85.14'	S37°52'33"W
C13	49.78'	387.00'	007°22'11"	24.92'	49.74'	S45°11'45"W
C14	134.61'	387.00'	019°55'44"	67.99'	133.93'	S25°26'45"W
C15	94.46'	311.00'	017°24'07"	47.60'	94.10'	S24°10'41"W
C16	50.36'	296.00'	009°44'52"	25.24'	50.30'	S37°45'11"W
C17	102.45'	110.00'	053°21'52"	55.28'	98.79'	S15°56'41"W
C18	58.74'	147.00'	022°53'38"	29.77'	58.35'	S00°42'33"W
C19	180.66'	210.00'	049°17'27"	96.35'	175.14'	S12°29'21"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.42'	N48°25'23"E
L2	4.98'	N41°34'44"W
L3	3.04'	S48°25'16"W
L4	18.13'	N37°45'56"W
L5	6.91'	N87°24'36"E
L6	18.00'	N02°31'00"W
L7	7.17'	S87°24'45"W
L8	44.81'	N10°44'15"W
L9	139.32'	N42°37'37"E
L10	55.24'	N32°52'45"E
L11	44.66'	S23°55'47"W
L12	20.66'	S51°32'31"E
L13	110.53'	N23°55'47"E
L14	15.28'	S13°26'49"W
L15	12.34'	N71°08'33"W
L16	29.17'	S22°50'15"W
L17	12.31'	S63°10'57"E
L18	4.85'	N51°32'20"W
L19	41.19'	S38°27'40"W
L20	4.85'	S51°32'20"E
L21	55.24'	S32°52'45"W
L22	139.32'	S42°37'37"W
L23	44.81'	S10°44'15"E
L24	24.57'	S37°45'56"E

Prepared By: Barge Civil Associates

BCA-JOB
NO. 3010-02

EX-2

EASEMENT LINE & CURVE TABLES

BELLE MEADE PLAZA
4500 HARDING PIKE
NASHVILLE, TENNESSEE, 37205



Exhibit C

Greenway Easement

Beginning at a point on the northerly right-of way of Harding Pike, also known as U.S. Highway 70 South, State Route 1, and being the southwesterly corner of the BMTN Owner LLC, property as in deed of record in Instrument Number: DB-20230713 0053545 in the Register's Office for Davidson County, Tennessee,

Thence along said right-of-way 104.35 feet to the point of beginning of the Greenway Easement,

Thence along said right-of-way North 48 deg. 25 min. 23 sec. East 23.42 feet to a point,

Thence North 41 deg. 34 min. 44 sec. West 4.98 feet to a point,

Thence South 48 deg. 25 min. 16 sec. West 3.04 feet to a point,

Thence North 37 deg. 45 min. 56 sec. West 18.13 feet to a point,

Thence with a curve to the right with a length of 163.35 feet, a radius of 190.00 feet, a chord bearing and distance of North 12 deg. 28 min. 23 sec. West, 158.36 feet to a point,

Thence with a curve to the left with a length of 36.16 feet, a radius of 167.00 feet, a chord bearing and distance of North 05 deg. 57 min. 12 sec. East, 36.09 feet to a point,

Thence North 87 deg. 24 min. 36 sec. East, 6.91 feet to a point,

Thence North 02 deg. 31 min. 00 sec. East, 18.00 feet to a point,

Thence South 87 deg. 24 min. 45 sec. West, 7.17 feet to a point,

Thence with a curve to the left with a length of 12.56 feet, a radius of 167.00 feet, a chord bearing and distance of North 08 deg. 34 min. 60 sec. East, 12.56 feet to a point,

Thence North 10 deg. 44 min. 15 sec. West, 44.81 feet to a point,

Thence with a curve to the right with a length of 83.82 feet, a radius of 90.00 feet, a chord bearing and distance of North 15 deg. 56 min. 41 sec. East, 80.83 feet to a point,

Thence North 42 deg. 37 min. 37 sec. East, 139.32 feet to a point,

Thence with a curve to the left with a length of 53.76 feet, a radius of 316.00 feet, a chord bearing and distance of North 37 deg. 45 min. 11 sec. East, 53.70 feet to a point,

Thence North 32 deg. 52 min. 45 sec. East, 55.24 feet to a point,

Thence with a curve to the left with a length of 100.53 feet, a radius of 331.00 feet, a chord bearing and distance of North 24 deg. 10 min. 41 sec. East, 100.14 feet to a point,

Thence with a curve to the right with a length of 210.18 feet, a radius of 367.00 feet, a chord bearing and distance of North 31 deg. 53 min. 16 sec. East, 207.32 feet to a point,

Thence South 23 deg. 55 min. 47 sec. West, 44.66 feet to a point,

Thence South 51 deg. 32 min. 31 sec. East, 20.66 feet to a point,

Thence North 23 deg. 55 min. 47 sec. East, 110.53 feet to a point,

Thence with a curve to the left with a length of 34.15 feet, a radius of 243.00 feet, a chord bearing and distance of North 30 deg. 37 min. 52 sec. East, 34.12 feet to a point,

Thence with a curve to the left with a length of 54.71 feet, a radius of 156.99 feet, a chord bearing and distance of North 42 deg. 40 min. 43 sec. East, 54.44 feet to a point,

Thence with a curve to the left along the westerly right-of-way of White Bridge Pike with a length of 46.36', a radius of 2241.83', a chord bearing and distance of North 46 deg. 40 min. 55 sec. West, 46.36 feet to a point,

Thence South 13 deg. 26 min. 49 sec. West, 15.28 feet to a point,

Thence with a curve to the right with a length of 21.34 feet, a radius of 223.00 feet, a chord bearing and distance of South 16 deg. 11 min. 19 sec. West, 21.33 feet to a point,

Thence North 71 deg. 08 min. 33 sec. West, 12.34 feet to a point,

Thence South 22 deg. 50 min. 15 sec. West, 29.17 feet to a point,

Thence South 63 deg. 10 min. 57 sec. East, 12.31 feet to a point,

Thence with a curve to the right with a length of 85.66 feet, a radius of 223.00 feet, a chord bearing and distance of South 37 deg. 52 min. 33 sec. West, 85.14 feet to a point,

Thence with a curve to the left with a length of 49.78 feet, a radius of 387.00 feet, a chord bearing and distance of South 45 deg. 11 min. 45 sec. West, 49.74 feet to a point,

Thence North 51 deg. 32 min. 20 sec. West, 4.85 feet to a point,

Thence South 38 deg. 27 min. 40 sec. West, 41.19 feet to a point,

Thence South 51 deg. 32 min. 20 sec. East, 4.85 feet to a point,

Thence with a curve to the left with a length of 134.61 feet, a radius of 387.00 feet, a chord bearing and distance of South 25 deg. 26 min. 45 sec. West, 133.93 feet to a point,

Thence with a curve to the right with a length of 94.46 feet, a radius of 311.00 feet, a chord bearing and distance of South 24 deg. 10 min. 41 sec. West, 94.10 feet to a point,

Thence South 32 deg. 52 min. 45 sec. West, 55.24 feet to a point,

Thence with a curve to the right with a length of 50.36 feet, a radius of 296.00 feet, a chord bearing and distance of South 37 deg. 45 min. 11 sec. West, 50.30 feet to a point,

Thence South 42 deg. 37 min. 37 sec. West, 139.32 feet to a point,

Thence with a curve to the left with a length of 102.45 feet, a radius of 110.00 feet, a chord bearing and distance of South 15 deg. 56 min. 41 sec. West, 98.79 feet to a point,

Thence South 10 deg. 44 min. 15 sec. East, 44.81 feet to a point,

Thence with a curve to the right with a length of 58.74 feet, a radius of 147.00 feet, a chord bearing and distance of South 00 deg. 42 min. 33 sec. West, 58.35 feet to a point,

Thence with a curve to the left with a length of 180.66 feet, a radius of 210.00 feet, a chord bearing and distance of South 12 deg. 29 min. 21 sec. East, 175.14 feet to a point,

Thence South 37 deg. 45 min. 56 sec. East, 24.57 feet to a point on said northerly right-of-way of Harding Pike and being the point of beginning and containing 25,098 square feet or 0.58 acres more or less.