

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXECUTE ANY AND ALL DOCUMENTS TO GRANT PERMANENT EASEMENTS TO CHATTANOOGA WAREHOUSE GROUP, GP UPON A PORTION OF PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA LOCATED WITHIN THE TENNESSEE RIVERPARK FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ITS EXISTING OUTDOOR ENTRANCE SIGN, BILLBOARD, AND VALVE BOX.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of General Services to execute any and all documents to grant permanent easements to Chattanooga Warehouse Group, GP upon a portion of property jointly-owned by Hamilton County and the City of Chattanooga located within the Tennessee Riverpark for the purpose of access and maintenance of its existing outdoor entrance sign, billboard, and valve box.

ADOPTED: _____, 2013

/mms

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: February 15, 2013

Preparer: Dan L. Thornton

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 9

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO SIGN ALL DOCUMENTS NECESSARY TO GRANT PERMANENT EASEMENTS UPON A PORTION OF PROPERTY JOINTLY OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA LOCATED WITHIN THE TENNESSEE RIVERPARK, TO CHATTANOOGA WAREHOUSE GROUP, GP, FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ITS EXISTING OUTDOOR ENTRANCE SIGN, BILLBOARD AND VALVE BOX.

Name of Vendor/Contractor/Grant, etc.	<u>Chatt. Warehouse Group, GP</u>	New Contract/Project? (Yes or No)	<u>NO</u>
Total project cost \$	<u>N/A</u>	Funds Budgeted? (YES or NO)	<u>N/A</u>
Total City of Chattanooga Portion \$	_____	Provide Fund	_____
City Amount Funded \$	_____	Provide Cost Center	_____
New City Funding Required \$	_____	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	_____	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Similar Resolution with Hamilton County will have the final vote on February 20, 2013.

Approved by: Dan Thornton

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

Hart, Gail

From: Thornton Dan
Sent: Friday, February 15, 2013 9:38 AM
To: Hart, Gail
Subject: FW: Emailing: Resolution for Chattanooga Warehouse, GP as presented to Commission
Attachments: Resolution for Chattanooga Warehouse, GP as presented to Commission.pdf
Categories: Resolutions

-----Original Message-----

From: Parker, Paul [mailto:Paul.Parker@mail.HamiltonTN.gov]
Sent: Thursday, February 14, 2013 3:43 PM
To: Thornton Dan
Cc: Glenn Sutherland; Parker, Paul
Subject: Emailing: Resolution for Chattanooga Warehouse, GP as presented to Commission

<<Resolution for Chattanooga Warehouse, GP as presented to Commission.pdf>>

Dan,

As per our recent discussion, attached is a copy of the County Commission resolution to approve the grant of permanent easements to Chattanooga Warehouse Group, GP, on property jointly-owned by Hamilton County and the City of Chattanooga, located within the Tennessee Riverpark. The resolution with attachments provides a full explanation and conditions of said easements.

This morning I met with the County Commission's Legal Committee to discuss and they are recommending approval to the full Commission with final vote to take place on Wednesday, February 20, 2013.

Please contact me if you have any questions, otherwise please have this item placed on the Chattanooga City Council Agenda for their consideration. Also, please let me know when that may take place and if you need my assistance in presenting to the Council Committee.

Thanks for your help and cooperation.

Best regards,

Paul
209-6453

The message is ready to be sent with the following file or link attachments:

Resolution for Chattanooga Warehouse, GP as presented to Commission

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Resolution Note Form

1) Resolution #: 213-_____ Title: A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO GRANT PERMANENT EASEMENTS UPON A PORTION OF PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA LOCATED WITHIN THE TENNESSEE RIVERPARK TO CHATTANOOGA WAREHOUSE GROUP, GP, FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ITS EXISTING OUTDOOR ENTRANCE SIGN, BILLBOARD AND VALVE BOX.

2) Department/Division: **PUBLIC WORKS / REAL PROPERTY**

Resolution from (your name): **PAUL PARKER**

3) Approved by Administrator or Elected Official: **TODD LEAMON**

If a Purchase, Check All That Apply:

4) Type: Bid _____ RFP _____ Other _____ (If other, complete line 8)

5) Low Bid/RFP _____ Not Low Bid/RFP _____ (If not low bid, complete lines 6 and/or 7)

6) If not low bid (explain why): _____

7) If sole source purchase (explain why): _____

8) Other explanation: _____

If a Vehicle Purchase:

9) Addition to fleet _____ Replacement _____ (If replacement, complete line 10)

10) Make, tag # and mileage of old vehicle to be sent to surplus property: _____

Budgeted? Yes _____ No _____

Budgeted in: Capital Outlay _____ Operating _____ Bond Issue _____ (If Bond Issue, what year?) _____

Other funds: _____

If **not budgeted**, identify source of funds and fund to be amended: _____

If a Grant, amount of County Match Required _____ Is Match Budgeted? Yes _____ No _____

Name/Source of Grant: _____

Please give a brief description (NOT resolution title) for Agenda notes:

This resolution is in response to the request from Chattanooga Warehouse Group, GP, (the Company) for the grant of permanent easements to allow the Company legal access for maintenance of its existing outdoor entrance sign, billboard and valve box, located upon property jointly-owned by Hamilton County and the City of Chattanooga, known as the Tennessee Riverpark.

Due to an oversight, permanent easements were not reserved for the benefit of the previous Company's (Bud Limited Liability Company) remaining property on July 24, 2000, where approximately 26 acres were donated to the County and City for the extension of the Tennessee Riverpark.

Granting of easements will not effect the appearance, current or future use of the Riverpark property.



Hamilton County Board of Commissioners

RESOLUTION

No. 213-

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO GRANT PERMANENT EASEMENTS UPON A PORTION OF PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA LOCATED WITHIN THE TENNESSEE RIVERPARK TO CHATTANOOGA WAREHOUSE GROUP, GP, FOR THE PURPOSE OF ACCESS AND MAINTENANCE OF ITS EXISTING OUTDOOR ENTRANCE SIGN, BILLBOARD AND VALVE BOX.

WHEREAS, on July 24, 2000, Bud Limited Liability Company (the Company) conveyed approximately 26 acres to Hamilton County (County) and the City of Chattanooga (City) for the purpose of constructing an extension to the Tennessee Riverpark (Riverpark); and,

WHEREAS, due to an oversight, permanent easements were not reserved for the benefit of the Company's remaining property to allow access and maintenance of its existing outdoor entrance sign, billboard and valve box, now located upon Riverpark property; and,

WHEREAS, the new owner of the remaining property, Chattanooga Warehouse Group, GP, has requested that permanent easements be granted to them by the County and City, in accordance to the attached or similar Declaration of Easements (2) documents; and,

WHEREAS, the locations of said easements have been reviewed by representatives of the Hamilton County Parks and Recreation Department and Real Property Office and will not adversely effect the current or future use of the Riverpark property; and,

WHEREAS, it is in the best interest of Hamilton County to grant said easements to Chattanooga Warehouse Group, GP, for the benefit of its property adjoining the Tennessee Riverpark.



NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

That the County Mayor is hereby authorized to sign all documents necessary to grant permanent easements upon a portion of property jointly-owned by Hamilton County and the City of Chattanooga, known as the Tennessee Riverpark, to Chattanooga Warehouse Group, GP, for the purpose of allowing access and maintenance of its existing outdoor entrance sign, billboard, and valve box, locations of said permanent easements and conditions being more particularly described within the attached or similar Declaration of Easements (2) documents.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Approved:

CERTIFICATION OF ACTION

Rejected:

County Clerk

Approved:

County Executive

Vetoed:

February 20, 2013

Date



Printed: Feb 01, 2013

City/County Property (Riverpark)

Warehouse Group, GP



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

HCGGIS

DECLARATION OF EASEMENTS
(Outdoor Entrance Sign and Valve Box)

Whereas, City of Chattanooga and Hamilton County, Tennessee (herein the "Grantors") are the owners of the real estate described in Exhibit "A" attached hereto by virtue of Quitclaim Deed and Grant of Construction Easement recorded in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee (herein the "Grantors' Property"); and

Whereas, Chattanooga Warehouse Group, GP, a Tennessee general partnership, (herein the "Grantee") is the owner of the adjoining real estate described in Exhibit "B" attached hereto by virtue of Deed recorded in Book 8976, Page 552, in the Register's Office of Hamilton County, Tennessee (herein the "Grantee's Property"); and

Whereas, the Grantors and Grantee desire to execute and record this Declaration of Easements regarding (i) an existing outdoor entrance sign and (ii) a valve box located upon the Grantors' Property and which is appurtenant to Grantee's Property.

Now, therefore, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF CHATTANOOGA and HAMILTON COUNTY, TENNESSEE, (herein the "Grantors"), do hereby grant unto CHATTANOOGA WAREHOUSE GROUP, GP, a Tennessee general partnership, its successors and assigns (herein the "Grantee"), the following easements and rights:

- 1) A perpetual, non-exclusive easement for purposes of installation, use and maintenance of an outdoor entrance sign upon that portion of Grantors' Property located along Amnicola Highway and as shown on drawing attached hereto as Exhibit "D" and described in Exhibit "C" attached hereto (herein the "Outdoor Entrance Sign Easement Area").
- 2) A perpetual, non-exclusive easement for the purposes of accessing electrical power to any outdoor entrance sign that may be required to operate the outdoor entrance sign located within the Easement Area, over, under, across and through that portion of Grantors' Property where the existing electrical power service is now located or in a location to be agreed upon by Grantors and Grantee, said easement to be five (5) feet in width and running from the easement described above in Section 1 to the closest point power is or may be available.
- 3) A perpetual, non-exclusive easement for purposes of installation, use and maintenance of a valve box upon that portion of Grantors' Property located along Amnicola Highway and as shown on drawing attached hereto as Exhibit "E" together with a non-exclusive easement for purposes of accessing said valve box and any pipes and/or electrical service lines necessary for the use thereof (herein the "Valve Box Easement Area").
- 4) The above easements and rights shall constitute covenants running with the land and shall be a burden upon the Grantors' Property and an appurtenance to the Grantee's Property.

- 5) The Grantee, its successors and assigns, including their lessees, shall be responsible for the costs of installation and the maintenance associated with the above easements, including the cost of the construction, erection, maintenance and utilities for any outdoor entrance sign and/or valve box located within the Outdoor Entrance Sign Easement Area and Valve Box Easement Area. Further, said Grantee shall be responsible for restoring the surface of these easement areas to their original condition before being disturbed for such installation and/or maintenance.
- 6) The Grantee, its successors and assigns, agrees to hold the Grantors harmless and to indemnify same from any property or personal injury loss or claim resulting from the use of the above easements for the purposes stated herein, including reasonable attorney fees and court costs incurred by the Grantors in the enforcement of this Declaration of Easements.
- 7) The Grantors agree not to erect or permit any other party to erect any obstruction or other outdoor advertising structure to partially or completely obscure the normal highway view of said outdoor entrance sign, and the Grantee is hereby authorized to remove any such obstruction or other outdoor advertising structure or other obstruction at its option, including the right to trim or top any trees that may be or may become an obstruction.

In witness whereof, Grantors and Grantee have caused this instrument to be executed as of the _____ day of _____, 2013.

Grantors:
Hamilton County, Tennessee

By: _____
Name: Jim M. Coppinger
Title: County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared Jim M. Coppinger with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be County Mayor authorized to execute the instrument of the Hamilton County, Tennessee, the within named bargainor, and that he as such County Mayor executed the foregoing instrument for the purpose therein contained, by signing the name of the Hamilton County, Tennessee by himself as County Mayor.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

City of Chattanooga

By: _____
Name: Dan Thornton
Title: Director of General Services

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared Dan Thornton with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Director of General Services authorized to execute the instrument of the City of Chattanooga, the within named bargainor, and that he as such Director of General Services executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Chattanooga by himself as Director of General Services.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

Grantee:

Chattanooga Warehouse Group, GP

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be _____ authorized to execute the instrument of the Chattanooga Warehouse Group, GP, the within named bargainor, a general partnership, and that he as such _____ executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as _____.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$50.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant (Grantee)

Subscribed and sworn to before me on this the ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

The source of Grantors' interest is found in Deed recorded in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee.

Name and Address Of Owner:	Send tax bills to:	Tax Map No.:
Chattanooga Warehouse Group GP	same	127D A 002

Prepared By:
William D. Jones, Attorney
513 Georgia Avenue
Chattanooga, TN 37403

Exhibit "A"
(Description of Grantors' Property)

JOM: v

THIS INSTRUMENT PREPARED BY ATTORNEY D. MARTY LASLEY
 ROOM 204, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402
 In accordance with T.C.A. Section 66-24-110, the last recorded
 instrument relating to the property herein described is a deed recorded in
 Book 4519, Page 160, Register's Office of Hamilton County, Tennessee.

GRANTEES' ADDRESS:	SEND TAX BILLS TO:	MAP PARCEL:
Hamilton County, TN & City of Chattanooga c/o Real Property Dept. 4th Floor Annex Chattanooga, TN 37402	Same	127D-A-002
		Instrument: 2001033000223 Book and Page: GI 5819 313 Deed Recording Fe \$28.00 Data Processing F \$2.00 Probate Fee \$1.00 XMPT Total Fees: \$30.00 User: KSPRUIELL Date: 30-MAR-2001 Time: 02:33:21 P

QUITCLAIM DEED & GRANT OF CONSTRUCTION EASEMENT
 Register
 Hamilton County Tennessee

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and hereby acknowledging the right to and the waiving of any and all rights to just compensation in terms of fair market value, the BUD LIMITED LIABILITY CO. (hereinafter called Grantor) does hereby quitclaim, transfer and convey to HAMILTON COUNTY and the CITY OF CHATTANOOGA (hereinafter called Grantees), their successors and assigns, real property for a permanent Riverwalk trail and Park as described below within which Grantees shall construct, install, operate, maintain, change the size of, inspect, alter, replace and repair a Riverwalk trail, park and right-of-way. Further, Grantor conveys a temporary construction easement for the appropriate landscape and associated appurtenances such as all necessary utilities, and the land necessary for access to build and maintain the Riverwalk on the property located in the Third Civil District of Hamilton County, Tennessee, to wit:

PROPERTY FOR QUITCLAIM DESCRIPTION ATTACHED AS EXHIBIT A, which is a legal description of the easement survey prepared by Arcadis on survey number 52412 dated 6/1/99.

For prior titles see Deeds of Warranty recorded in Book 4519, Page 160, in the Register's Office of Hamilton County, Tennessee.

GRANTOR expressly reserves for itself, successors and assigns, a perpetual and permanent easement for ingress and egress along the present driveway entrance at the southern border of Grantor's new property line and running northeast/southwest parallel with Amnicola Highway to the joint intersection with BASF, as noted on the previously described Arcadis survey. Said permanent easement of ingress and egress runs with the land.

Included with the quitclaim are the following incidental rights and powers that Grantor hereby agrees that Grantees, their successors and assigns, shall have and grants to Grantees:

- (a) During construction, an easement shall extend as many feet as necessary on either side of the permanent grant along with any necessary access over and on the Grantor's property for a specific duration of time during construction, after prior review and approval of the location and duration of said proposed temporary extension easement by Grantor;
- (b) Grantees shall have ingress and egress to the granted property over and across the land owned by Grantor as approved by Grantor;
- (c) Grantees shall have reasonable use of other land owned by Grantor immediately adjacent to the grant for Grantee to use in the exercise of the rights herein granted including all land necessary to maintain the Riverwalk after reasonable request and approval of the location and duration of such proposed temporary use by Grantor;
- (d) Grantees may install all necessary structures within the granted property at a location that will not unreasonably interfere with use of Grantor's land;
- (e) Grantees shall keep the grant clear of any debris, roots, growth or obstructions that may interfere with the Riverwalk and appurtenances thereto;
- (f) Through the duration of time during construction, the Grantees at no cost to the Grantor, shall keep and maintain, or shall cause to be

kept and maintained, in full force and effect an insurance policy or policies containing the types of coverage, deductibles, limits and other terms shown on Exhibit B attached hereto (the "Insurance Policies").

Grantees shall place the Riverwalk and associated appurtenances so as not to interfere unreasonably with the ordinary use of the property and to restore the surface of the ground outside of the grant to substantially the same general condition as it was prior to construction of the Riverwalk. In the event of actual damages to crops, timber, livestock, fences, drain tiles, buildings, private roads or other improvements caused by Grantees on the land of Grantor in the exercise of the rights herein granted, Grantees shall fully indemnify and pay to Grantor the reasonable amount thereof.

Should Grantor in the course and experience of their ownership of the property cause any damage to the Grantee's property or any improvements or appurtenances placed within the grant by Grantees, Grantor shall pay, or cause to be paid, all costs of repairs which shall be the sole responsibility of Grantor.

Whenever used, the singular number shall include the plural; the plural, the singular; and the use of any gender shall be applicable to all genders.

This Grant and the provisions herein contained shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, personal and legal representatives, lessees, employees, agents, successors and assigns.

IN WITNESS WHEREOF, Grantor, BUD LIMITED LIABILITY CO., by its duly authorized officer, has executed this quitclaim on this the 29th day of July, 2000.

BUD LIMITED LIABILITY CO.

BY: Kimberly Dussol

Title: 2nd VP

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Personally appeared before me Kimberly Dussol
Second Vice President, to me
known to be the persons described in and who acknowledged that he
executed the foregoing instrument on behalf of BUD LIMITED LIABILITY CO.,
and acknowledges that he was properly authorized under the corporate
charter, executed the same as the free act and deed.

Subscribed and sworn to before me this the 24th day of
July, 2000.

Sancha Browne

NOTARY PUBLIC

My commission expires: May 27, 2001

Sancha Browne
Notary Public State of New York
No. 01BR5078348
Qualified in Kings County
Commission Expires May 27, 2001

The undersigned hereby consents to the foregoing Quitclaim and
subordinates the lien of that certain Deed of Trust of record at Book 4537,
Page 341, RODHCT, to the foregoing.

The Lincoln National Life Insurance Company

By: Lincoln Investment Management, Inc., Attorney-in-fact

By: Judy K. Coplen
Judy K. Coplen

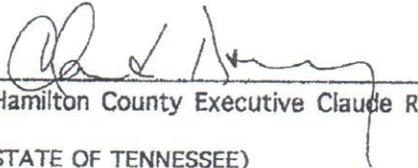
Title: Second Vice President

The undersigned hereby consents to the foregoing Quitclaim and grant of a
construction easement.

NK Lawn & Garden Co.

By: Steve Streber
Steve Streber

Title: President and CEO



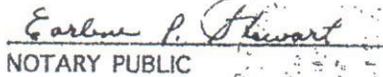
Hamilton County Executive Claude Ramsey

Book and Page: GI 5819 317

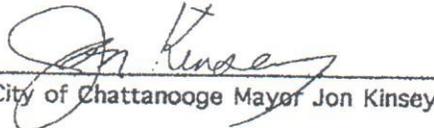
STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, HAMILTON COUNTY EXECUTIVE CLAUDE RAMSEY, to me known to be the persons described in and who acknowledged that he executed the foregoing instrument on behalf of HAMILTON COUNTY, TENNESSEE, and acknowledges that he was properly authorized, executed the same as the free act and deed.

Subscribed and sworn to before me this the 7th day of August, 2000.


NOTARY PUBLIC

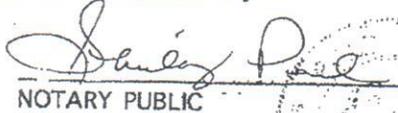
My commission expires: Sept 17, 2002


City of Chattanooga Mayor Jon Kinsey

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, CITY OF CHATTANOOGA MAYOR JON KINSEY, to me known to be the persons described in and who acknowledged that he executed the foregoing instrument on behalf of the CITY OF CHATTANOOGA, and acknowledges that he was properly authorized, executed the same as the free act and deed.

Subscribed and sworn to before me this the 1st day of November, 2000.


NOTARY PUBLIC

My commission expires: 2/25/02

Exhibit "A"

Book and Page: GI 5819 318

: Beginning at a point in the southeast corner of the property owned by Bud Limited Liability Company; Thence North 57 Degrees 32 Minutes 17 Seconds West, a distance of 116.09 feet to a point; Thence North 28 Degrees 49 Minutes 46 Seconds West, a distance of 183.38 feet to a point; Thence South 31 Degrees 09 Minutes 34 Seconds West, a distance of 134.44 feet to a point; Thence South 28 Degrees 24 Minutes 37 Seconds East, a distance of 182.73 feet to a point; Thence South 25 Degrees 07 Minutes 03 Seconds West, a distance of 162.76 feet to a point; Thence around a curve to the right through a central angle of 55 Degrees 36 Minutes 07 Seconds, an arc distance of 290.90 feet, a radius of 299.76 feet and a chord bearing of South 52 Degrees 55 Minutes 07 Seconds West with a distance of 279.62 feet to a point; Thence South 80 Degrees 43 Minutes 10 Seconds West, a distance of 91.83 feet to a point; Thence around a curve to the right through a central angle of 28 Degrees 49 Minutes 47 Seconds, an arc distance of 276.52 feet, a radius of 549.56 feet and a chord bearing of North 84 Degrees 51 Minutes 56 Seconds West with a distance of 273.62 feet to a point; Thence around a curve to the left through a central angle of 14 Degrees 32 Minutes 39 Seconds, an arc distance of 140.16 feet, a radius of 552.16 feet and a chord bearing of North 75 Degrees 44 Minutes 04 Seconds West with a distance of 139.79 feet to a point; Thence South 59 Degrees 54 Minutes 02 Seconds West, a distance of 181.39 feet to a point; Thence North 30 Degrees 13 Minutes 12 Seconds West, a distance of 99.38 feet to a point; Thence South 60 Degrees 50 Minutes 31 Seconds West, a distance of 199.29 feet to a point; Thence North 29 Degrees 46 Minutes 49 Seconds West, a distance of 447.25 feet to a point; Thence North 60 Degrees 30 Minutes 14 Seconds East, a distance of 97.10 feet to a point; Thence North 31 Degrees 42 Minutes 49 Seconds West, a distance of 170.55 feet to a point; Thence North 46 Degrees 50 Minutes 25 Seconds East, a distance of 331.80 feet to a point; Thence North 60 Degrees 48

Book and Page: GI 5819 319
Minutes 29 Seconds East, a distance of 912.16 feet to a point; Thence North 28 Degrees 49 Minutes 58 Seconds West, a distance of 216.05 feet to a point; Thence South 59 Degrees 11 Minutes 49 Seconds West, a distance of 7.59 feet to a point; Thence South 54 Degrees 23 Minutes 59 Seconds West, a distance of 324.99 feet to a point; Thence South 65 Degrees 02 Minutes 05 Seconds West, a distance of 399.95 feet to a point; Thence South 03 Degrees 15 Minutes 20 Seconds West, a distance of 71.86 feet to a point; Thence South 53 Degrees 28 Minutes 28 Seconds West, a distance of 752.29 feet to a point; Thence South 57 Degrees 15 Minutes 03 Seconds West, a distance of 375.90 feet to a point; Thence South 58 Degrees 07 Minutes 30 Seconds West, a distance of 530.32 feet to a point; Thence South 87 Degrees 14 Minutes 11 Seconds East, a distance of 306.39 feet to a point; Thence South 76 Degrees 58 Minutes 19 Seconds East, a distance of 311.61 feet to a point; Thence South 80 Degrees 06 Minutes 35 Seconds East, a distance of 238.02 feet to a point; Thence South 73 Degrees 35 Minutes 58 Seconds East, a distance of 765.56 feet to a point; Thence South 86 Degrees 12 Minutes 23 Seconds East, a distance of 68.00 feet to a point; Thence North 86 Degrees 52 Minutes 52 Seconds East, a distance of 658.58 feet to a point; Thence North 23 Degrees 41 Minutes 51 Seconds East, a distance of 100.04 feet to a point; Thence South 66 Degrees 21 Minutes 54 Seconds East, a distance of 14.98 feet to a point; Thence North 23 Degrees 57 Minutes 33 Seconds East, a distance of 258.41 feet to a point; Thence around a curve to the right through a central angle of 07 Degrees 30 Minutes 34 Seconds, an arc distance of 383.33 feet, a radius of 2924.79 feet and a chord bearing of North 27 Degrees 56 Minutes 53 Seconds East with a distance of 383.06 to the POINT OF BEGINNING.

Containing 1,142,651 square feet or 26.23 acres, more or less.

Exhibit "B"
(Description of Grantee's Property)

LOCATED IN THE CITY OF CHATTANOOGA OF HAMILTON COUNTY,
TENNESSEE:

Beginning at the northwest terminus of Lost Mound Drive; thence along the right of way of Lost Mound Drive go South 30 degrees 18 minutes 20 seconds East, a distance of 47.00 feet to a point; thence go North 59 degrees 41 minutes 40 seconds East, a distance of 5.00 feet to a point; thence along a curve to the right, go Delta Angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet and a length of 23.56 feet; thence go South 30 degrees 18 minutes 20 seconds East, a distance of 72.22 feet to a point; thence along a curve to the left, go Delta Angle of 08 degrees 23 minutes 41 seconds, a radius of 221.00 feet, and a length of 32.38 feet to a point; Said point being a corner to the property conveyed to Hamilton County in Deed Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee; thence leaving the right of way of Lost Mound Drive and along the property conveyed to Hamilton County, go the following course: Go South 30 degrees 07 minutes 33 seconds West a distance of 34.54 feet; thence go South 29 degrees 26 minutes 38 seconds East, a distance of 182.73 feet; thence go South 24 degrees 05 minutes 02 seconds West, a distance of 162.76 feet; thence on a curve to the right, go a Delta Angle of 55 degrees 36 minutes 07 seconds, a radius of 299.76 feet, and a length of 290.90 feet; thence go South 79 degrees 41 minutes 09 seconds West, a distance of 91.83 feet; thence on a curve to the right go a Delta Angle of 28 degrees 49 minutes 47 seconds, a radius of 549.56 feet, and a length of 276.52 feet; thence on an irregular curve to the left, go a Delta Angle of 14 degrees 32 minutes 39 seconds, a radius of 552.16 feet, and a length of 140.16 feet; thence go South 58 degrees 52 minutes 01 seconds West, a distance of 181.39 feet; thence go North 31 degrees 15 minutes 13 seconds West, a distance of 99.38 feet; thence go South 59 degrees 48 minutes 30 seconds West, a distance of 199.29 feet; thence go North 30 degrees 48 minutes 50 seconds West, a distance of 447.25 feet; thence go North 59 degrees 28 minutes 13 seconds East, a distance of 97.10 feet; thence go North 32 degrees 44 minutes 50 seconds West, a distance of 170.55 feet; thence go North 45 degrees 48 minutes 24 seconds East, a distance of 331.80 feet; thence go North 59 degrees 46 minutes 28 seconds East, a distance of 912.16 feet to a point, said point being in the southern boundary of the BASF Corporation property in Deed Book 3502, Page 850, in the Register's Office of Hamilton County, Tennessee; thence along the BASF Corporation property, go the following courses: South 29 degrees 51 minutes 59 seconds East, a distance of 276.74 feet; thence go North 59 degrees 40 minutes 37 seconds East, a distance of 10.00 feet; thence go South 29 degrees 51 minutes 25 seconds East, a distance of 300.09 feet to a point; thence leaving the southern boundary

Exhibit "B"

of the BASF Corporation property, go South 59 degrees 41 minutes 40 seconds West, a distance of 110.20 feet to the point of beginning as shown on survey by Allen Surveying Co., dated May 28, 2009, Job No. 0801-10, and containing 26.451 acres more or less.

TOGETHER WITH the following easement reserved in Quitclaim Deed and Grant of Construction Easement from Bud Limited Liability Co. to Hamilton County and City of Chattanooga of record in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee: "Grantor expressly reserves for itself, successors and assigns, a perpetual and permanent easement for ingress and egress along the present driveway entrance at the southern border of Grantor's new property line and running northeast/southwest parallel with Amnicola Highway to the joint intersection with BASF, as noted on the previously described Arcadis survey. Said permanent easement of ingress and egress runs with the land."

The source of grantor's interest is found in Deed recorded in Book 8976, Page 552, in the Register's Office of Hamilton County, Tennessee.

Exhibit "C"
(Description of Outdoor Entrance Sign Easement Area)

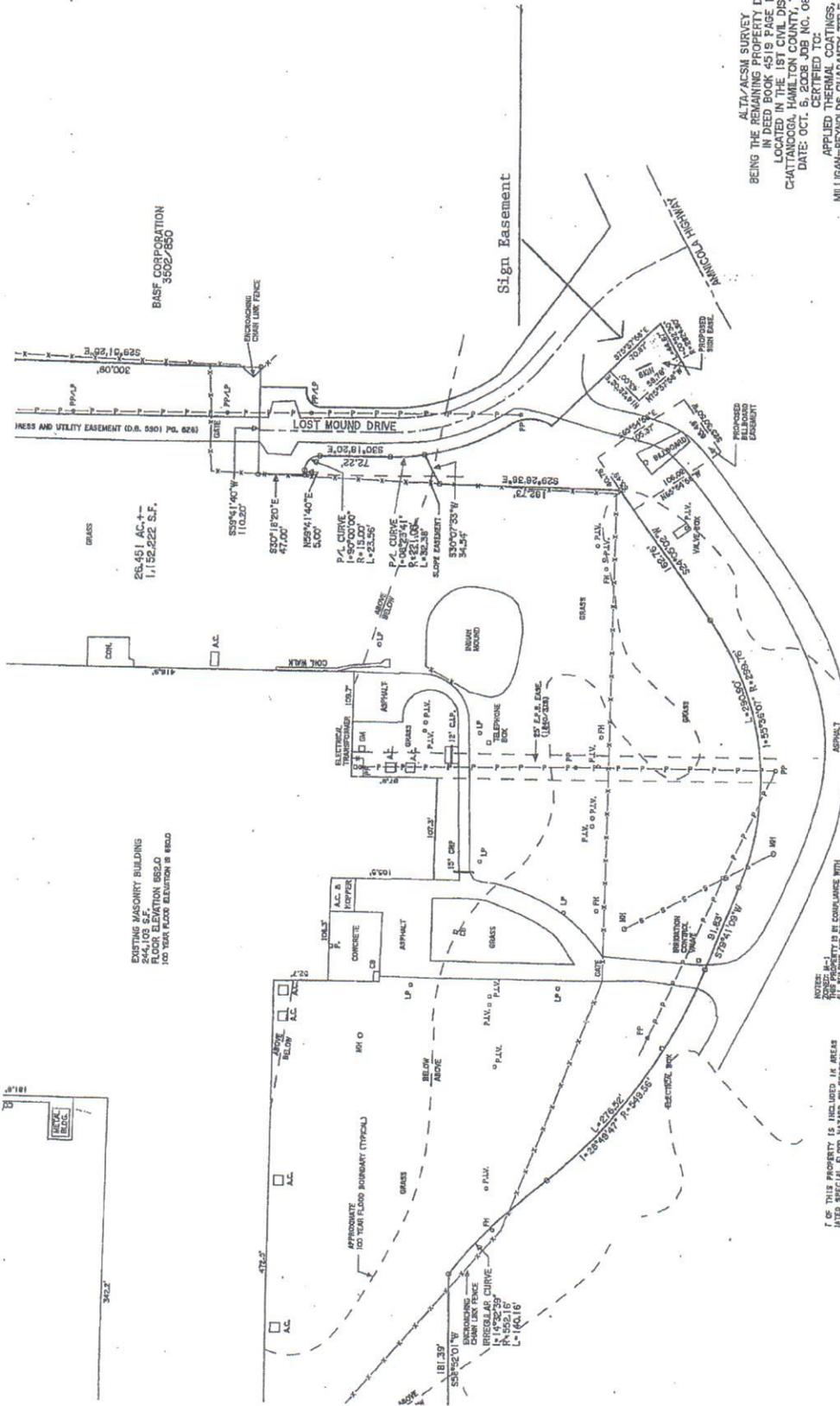
Located in the City of Chattanooga of Hamilton County, Tennessee:

The following description is taken from survey by Philip D. Bice of Allen Surveying Company dated May 28, 2009, Job No. 0801-10.

Beginning at a point at or near the intersection of the western right of way line of Amnicola Highway and the southern right of way line of Lost Mound Drive; thence with the western right of way line of Amnicola Highway along a slight curve a distance of 44.67 feet to a point said curve having a delta angle of 00 degrees 52 minutes 30 seconds and a radius of 2924.80 feet; thence North 75 degrees 37 minutes 58 seconds West, a distance of 58.78 feet to a point; thence North 14 degrees 22 minutes 02 seconds East, a distance of 43 feet to a point; thence along the southern line of Lost Mound Drive South 75 degrees 37 minutes 58 seconds East, a distance of 70.87 feet to the point of beginning.

Exhibit "D"
(Drawing of Outdoor Entrance Sign Easement Area)

EXHIBIT "E"
(EASEMENT ONE: SIGN EASEMENT)



ALTA/ALSM SURVEY
 BEING THE REMAINING PROPERTY DESCRIBED
 IN DEED BOOK 4519 PAGE 150
 LOCATED IN THE 1ST CIVIL DISTRICT
 CHATTANOOGA COUNTY, TENNESSEE
 DATE: OCT. 5, 2008, JOB NO. 0801-10
 CERTIFIED TO:
 APPLIED THERMAL COATINGS, INC.
 MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.
 CHICAGO TITLE INSURANCE COMPANY



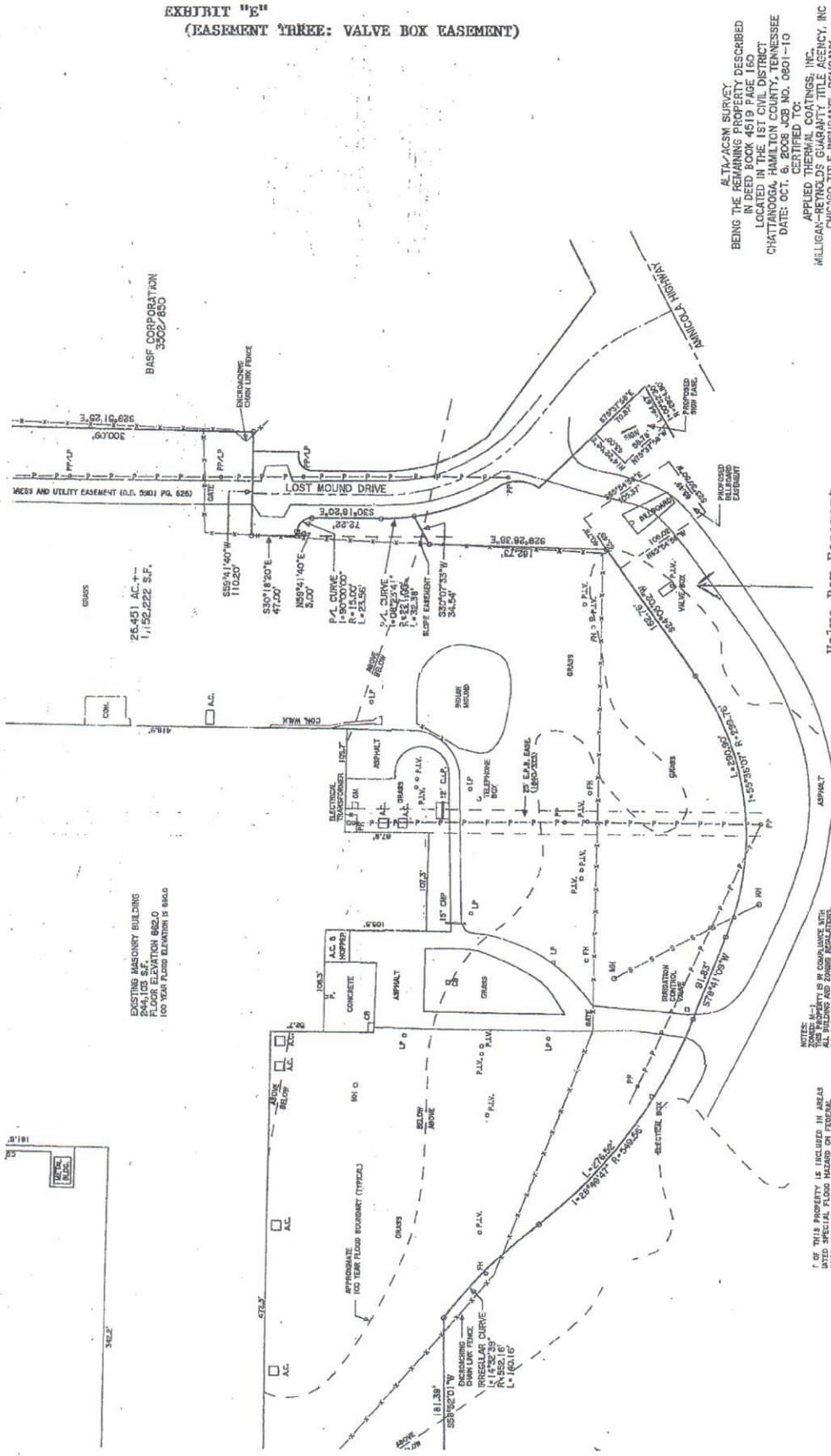
08-19

NOTES:
 1. THIS PROPERTY IS TO REMAIN WITH
 ALL EASEMENTS AND ZONING REGULATIONS
 AND SHALL BE MAINTAINED WITH NEW
 ADDRESS 3701 AMERICA HWY. 7603
 PARKING: 3 HANDICAP SPACES

7. OF THIS PROPERTY IS INCLUDED IN AREAS
 HAZARDOUS MATERIALS AND FEDERAL
 MAPS AVAILABLE AT THIS TIME.
 DATE: 11-7-08

Exhibit "E"
(Drawing of Location of Valve Box Easement Area)

EXHIBIT "E"
 (EASEMENT THREE: VALVE BOX EASEMENT)



ALTA/ACSM SURVEY
 BEING THE REMAINING PROPERTY DESCRIBED
 IN DEED BOOK 4519 PAGE 160
 LOCATED IN THE 1ST CIVIL DISTRICT
 CHATTANOOGA HAMILTON COUNTY, TENNESSEE
 DATED OCT. 1987
 CERTIFIED BY
 APPLIED THERMAL COATINGS, INC.
 WILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC
 CHICAGO TITLE INSURANCE COMPANY



08-19

NOTES:
 1. THIS PROPERTY IS IN COMPLIANCE WITH
 THE FEDERAL EASMENT ACT AND ALL FEDERAL
 EASEMENT LAWS AND REGULATIONS.
 ALL CONDUITS AND UTILITY LINES
 SHOWN ARE UNLESS OTHERWISE NOTED.
 CHATTANOOGA, TN 37409
 PARTIAL: 3 PARCELS SHOWN

1. OF THIS PROPERTY IS INCLUDED IN AREAS
 COVERED BY FEDERAL EASMENT ACT AND
 MAPS AVAILABLE AT THIS TIME.
 MAP: 87022-0384-2 DATE: 11-2-02

DECLARATION OF EASEMENTS
(Billboard)

Whereas, City of Chattanooga and Hamilton County, Tennessee (herein the "Grantors") are the owners of the real estate described in Exhibit "A" attached hereto by virtue of Quitclaim Deed and Grant of Construction Easement recorded in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee (herein the "Grantors' Property"); and

Whereas, Chattanooga Warehouse Group, GP, a Tennessee general partnership, (herein the "Grantee") is the owner of the adjoining real estate described in Exhibit "B" attached hereto by virtue of Deed recorded in Book 8976, Page 552, in the Register's Office of Hamilton County, Tennessee (herein the "Grantee's Property"); and

Whereas, the Grantors and Grantee desire to execute and record this Declaration of Easements regarding an existing billboard sign or outdoor advertising structure located upon the Grantors' Property and which is appurtenant to Grantee's Property.

Now, therefore, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF CHATTANOOGA and HAMILTON COUNTY, TENNESSEE, (herein the "Grantors"), do hereby grant unto CHATTANOOGA WAREHOUSE GROUP, GP, a Tennessee general partnership, its successors and assigns (herein the "Grantee"), the following easements and rights:

- 1) A perpetual, exclusive easement for purposes of installation, use and maintenance of a billboard sign or outdoor advertising structure upon that portion of Grantors' Property located along Amnicola Highway and as shown on drawing attached hereto as Exhibit "D" and described in Exhibit "C" attached hereto (herein the "Easement Area").
- 2) A perpetual, non-exclusive easement for the purposes of accessing electrical power to any billboard sign or outdoor advertising structure that may be required to operate the billboard or outdoor advertising structure located within the Easement Area, over, under, across and through that portion of Grantors' Property where the existing electrical power service is now located or in a location to be agreed upon by Grantors and Grantee, said easement to be five (5) feet in width and running from the easement described above in Section 1 to the closest point power is or may be available.
- 3) The above easements and rights shall constitute covenants running with the land and shall be a burden upon the Grantors' Property and an appurtenance to the Grantee's Property.
- 4) The Grantee, its successors and assigns, including their lessees, shall be responsible for the costs of installation and the maintenance associated with the above easements, including the cost of the construction, erection, maintenance and utilities for any billboard sign or outdoor advertising structure located within the Easement Area. Further, said Grantee shall be responsible for restoring the surface

of the Easement Area to its original condition before being disturbed for such installation and/or maintenance.

- 5) The Grantee, its successors and assigns, agrees to hold the Grantors harmless and to indemnify same from any property or personal injury loss or claim resulting from the use of the above Easement Area for the purposes stated herein, including reasonable attorney fees and court costs incurred by the Grantors in the enforcement of this agreement.
- 6) The Grantors agree not to erect or permit any other party to erect any obstruction or other outdoor advertising structure to partially or completely obscure the normal highway view of said billboard sign or outdoor advertising structure, and the Grantee is hereby authorized to remove any such obstruction or other outdoor advertising structure or other obstruction at its option, including the right to trim or top any trees that may be or may become an obstruction.

In witness whereof, Grantors and Grantee have caused this instrument to be executed as of the _____ day of _____, 2013.

Grantors:

Hamilton County, Tennessee

By: _____

Name: Jim M. Coppinger

Title: County Mayor

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared Jim M Coppinger with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be County Mayor authorized to execute the instrument of the Hamilton County, Tennessee, the within named bargainor, and that he as such County Mayor executed the foregoing instrument for the purpose therein contained, by signing the name of the Hamilton County, Tennessee by himself as County Mayor.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

City of Chattanooga

By: _____
Name: Dan Thornton
Title: Director of General Services

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared Dan Thornton with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Director of General Services authorized to execute the instrument of the City of Chattanooga, the within named bargainor, and that he as such Director of General Services executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Chattanooga by himself as Director of General Services.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

Grantee:

Chattanooga Warehouse Group, GP

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be _____ authorized to execute the instrument of the Chattanooga Warehouse Group, GP, the within named bargainer, a general partnership, and that he as such _____ executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as _____.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$50.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant (Grantee)

Subscribed and sworn to before me on this the ____ day of _____, 2013.

Notary Public

My Commission Expires: _____

The source of Grantors' interest is found in Deed recorded in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee.

Name and Address Of Owner:	Send tax bills to:	Tax Map No.:
Chattanooga Warehouse Group GP	same	127D A 002

Prepared By:
William D. Jones, Attorney
513 Georgia Avenue
Chattanooga, TN 37403

Exhibit "A"
(Description of Grantors' Property)

IOM: v

THIS INSTRUMENT PREPARED BY ATTORNEY D. MARTY LASLEY
 ROOM 204, COURTHOUSE, CHATTANOOGA, TENNESSEE 37402
 In accordance with T.C.A. Section 66-24-110, the last recorded
 instrument relating to the property herein described is a deed recorded in
 Book 4519, Page 160, Register's Office of Hamilton County, Tennessee.

GRANTEES' ADDRESS:	SEND TAX BILLS TO:	MAP PARCEL:
Hamilton County, TN & City of Chattanooga c/o Real Property Dept. 4th Floor Annex Chattanooga, TN 37402	Same	127D-A-002
		Instrument: 2001033000223 Book and Page: GI 5819 313 Deed Recording Fe \$28.00 Data Processing F \$2.00 Probate Fee \$1.00 XMPT Total Fees: \$30.00 User: KSPRUIELL Date: 30-MAR-2001 Time: 02:33:21 P
<u>QUITCLAIM DEED & GRANT OF CONSTRUCTION EASEMENT</u>		
<small>Register Hamilton County Tennessee</small>		

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and hereby acknowledging the right to and the waiving of any and all rights to just compensation in terms of fair market value, the BUD LIMITED LIABILITY CO. (hereinafter called Grantor) does hereby quitclaim, transfer and convey to HAMILTON COUNTY and the CITY OF CHATTANOOGA (hereinafter called Grantees), their successors and assigns, real property for a permanent Riverwalk trail and Park as described below within which Grantees shall construct, install, operate, maintain, change the size of, inspect, alter, replace and repair a Riverwalk trail, park and right-of-way. Further, Grantor conveys a temporary construction easement for the appropriate landscape and associated appurtenances such as all necessary utilities, and the land necessary for access to build and maintain the Riverwalk on the property located in the Third Civil District of Hamilton County, Tennessee, to wit:

PROPERTY FOR QUITCLAIM DESCRIPTION ATTACHED AS EXHIBIT A, which is a legal description of the easement survey prepared by Arcadis on survey number 52412 dated 6/1/99.

For prior titles see Deeds of Warranty recorded in Book 4519, Page 160, in the Register's Office of Hamilton County, Tennessee.

GRANTOR expressly reserves for itself, successors and assigns, a perpetual and permanent easement for ingress and egress along the present driveway entrance at the southern border of Grantor's new property line and running northeast/southwest parallel with Amnicola Highway to the joint intersection with BASF, as noted on the previously described Arcadis survey. Said permanent easement of ingress and egress runs with the land.

Book and Page: GI 5819 314

Included with the quitclaim are the following incidental rights and powers that Grantor hereby agrees that Grantees, their successors and assigns, shall have and grants to Grantees:

- (a) During construction, an easement shall extend as many feet as necessary on either side of the permanent grant along with any necessary access over and on the Grantor's property for a specific duration of time during construction, after prior review and approval of the location and duration of said proposed temporary extension easement by Grantor;
- (b) Grantees shall have ingress and egress to the granted property over and across the land owned by Grantor as approved by Grantor;
- (c) Grantees shall have reasonable use of other land owned by Grantor immediately adjacent to the grant for Grantee to use in the exercise of the rights herein granted including all land necessary to maintain the Riverwalk after reasonable request and approval of the location and duration of such proposed temporary use by Grantor;
- (d) Grantees may install all necessary structures within the granted property at a location that will not unreasonably interfere with use of Grantor's land;
- (e) Grantees shall keep the grant clear of any debris, roots, growth or obstructions that may interfere with the Riverwalk and appurtenances thereto;
- (f) Through the duration of time during construction, the Grantees at no cost to the Grantor, shall keep and maintain, or shall cause to be

kept and maintained, in full force and effect an insurance policy or policies containing the types of coverage, deductibles, limits and other terms shown on Exhibit B attached hereto (the "Insurance Policies").

Grantees shall place the Riverwalk and associated appurtenances so as not to interfere unreasonably with the ordinary use of the property and to restore the surface of the ground outside of the grant to substantially the same general condition as it was prior to construction of the Riverwalk. In the event of actual damages to crops, timber, livestock, fences, drain tiles, buildings, private roads or other improvements caused by Grantees on the land of Grantor in the exercise of the rights herein granted, Grantees shall fully indemnify and pay to Grantor the reasonable amount thereof.

Should Grantor in the course and experience of their ownership of the property cause any damage to the Grantee's property or any improvements or appurtenances placed within the grant by Grantees, Grantor shall pay, or cause to be paid, all costs of repairs which shall be the sole responsibility of Grantor.

Whenever used, the singular number shall include the plural; the plural, the singular; and the use of any gender shall be applicable to all genders.

This Grant and the provisions herein contained shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, personal and legal representatives, lessees, employees, agents, successors and assigns.

IN WITNESS WHEREOF, Grantor, BUD LIMITED LIABILITY CO., by its duly authorized officer, has executed this quitclaim on this the 24th day of July, 2000.

BUD LIMITED LIABILITY CO.

BY: Kimberly J. Dussol

Title: 2nd VP

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, Kimberly Dussol
Second Vice President, to me
known to be the persons described in and who acknowledged that he
executed the foregoing instrument on behalf of BUD LIMITED LIABILITY CO.,
and acknowledges that he was properly authorized under the corporate
charter, executed the same as the free act and deed.

Subscribed and sworn to before me this the 24th day of
July, 2000.

Santha Browne
NOTARY PUBLIC

My commission expires: May 27, 2001

Santha Browne
Notary Public State of New York
No. 01BR5078346
Qualified in Kings County
Commission Expires May 27, 2001

The undersigned hereby consents to the foregoing Quitclaim and
subordinates the lien of that certain Deed of Trust of record at Book 4537,
Page 341, RODHCT, to the foregoing.

The Lincoln National Life Insurance Company

By: Lincoln Investment Management, Inc., Attorney-in-fact

By: Judy K. Copleh
Judy K. Copleh

Title: Second Vice President

The undersigned hereby consents to the foregoing Quitclaim and grant of a
construction easement.

NK Lawn & Garden Co.

By: Steve Streber
Steve Streber

Title: President and CEO

Claude Ramsey
Hamilton County Executive Claude Ramsey

Book and Page: GI 5819 317

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, HAMILTON COUNTY EXECUTIVE CLAUDE RAMSEY, to me known to be the persons described in and who acknowledged that he executed the foregoing instrument on behalf of HAMILTON COUNTY, TENNESSEE, and acknowledges that he was properly authorized, executed the same as the free act and deed.

Subscribed and sworn to before me this the 7th day of August, 2000.

Earlene P. Stewart
NOTARY PUBLIC

My commission expires: Sept. 17, 2002

Jon Kinsey
City of Chattanooga Mayor Jon Kinsey

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, CITY OF CHATTANOOGA MAYOR JON KINSEY, to me known to be the persons described in and who acknowledged that he executed the foregoing instrument on behalf of the CITY OF CHATTANOOGA, and acknowledges that he was properly authorized, executed the same as the free act and deed.

Subscribed and sworn to before me this the 1st day of November, 2000.

Dorothy Paul
NOTARY PUBLIC

My commission expires: 2/05/02

Exhibit "A"

Book and Page: GI 5819 318

: Beginning at a point in the southeast corner of the property owned by Bud Limited Liability Company; Thence North 57 Degrees 32 Minutes 17 Seconds West, a distance of 116.09 feet to a point; Thence North 28 Degrees 49 Minutes 46 Seconds West, a distance of 183.38 feet to a point; Thence South 31 Degrees 09 Minutes 34 Seconds West, a distance of 134.44 feet to a point; Thence South 28 Degrees 24 Minutes 37 Seconds East, a distance of 182.73 feet to a point; Thence South 25 Degrees 07 Minutes 03 Seconds West, a distance of 162.76 feet to a point; Thence around a curve to the right through a central angle of 55 Degrees 36 Minutes 07 Seconds, an arc distance of 290.90 feet, a radius of 299.76 feet and a chord bearing of South 52 Degrees 55 Minutes 07 Seconds West with a distance of 279.62 feet to a point; Thence South 80 Degrees 43 Minutes 10 Seconds West, a distance of 91.83 feet to a point; Thence around a curve to the right through a central angle of 28 Degrees 49 Minutes 47 Seconds, an arc distance of 276.52 feet, a radius of 549.56 feet and a chord bearing of North 84 Degrees 51 Minutes 56 Seconds West with a distance of 273.62 feet to a point; Thence around a curve to the left through a central angle of 14 Degrees 32 Minutes 39 Seconds, an arc distance of 140.16 feet, a radius of 552.16 feet and a chord bearing of North 75 Degrees 44 Minutes 04 Seconds West with a distance of 139.79 feet to a point; Thence South 59 Degrees 54 Minutes 02 Seconds West, a distance of 181.39 feet to a point; Thence North 30 Degrees 13 Minutes 12 Seconds West, a distance of 99.38 feet to a point; Thence South 60 Degrees 50 Minutes 31 Seconds West, a distance of 199.29 feet to a point; Thence North 29 Degrees 46 Minutes 49 Seconds West, a distance of 447.25 feet to a point; Thence North 60 Degrees 30 Minutes 14 Seconds East, a distance of 97.10 feet to a point; Thence North 31 Degrees 42 Minutes 49 Seconds West, a distance of 170.55 feet to a point; Thence North 46 Degrees 50 Minutes 25 Seconds East, a distance of 331.80 feet to a point; Thence North 60 Degrees 48

Book and Page: GI 5819 319
Minutes 29 Seconds East, a distance of 912.18 feet to a point; Thence North 28 Degrees 49 Minutes 58 Seconds West, a distance of 216.05 feet to a point; Thence South 59 Degrees 11 Minutes 49 Seconds West, a distance of 7.59 feet to a point; Thence South 54 Degrees 23 Minutes 59 Seconds West, a distance of 324.99 feet to a point; Thence South 65 Degrees 02 Minutes 05 Seconds West, a distance of 399.95 feet to a point; Thence South 03 Degrees 15 Minutes 20 Seconds West, a distance of 71.86 feet to a point; Thence South 53 Degrees 28 Minutes 28 Seconds West, a distance of 752.29 feet to a point; Thence South 57 Degrees 15 Minutes 03 Seconds West, a distance of 375.90 feet to a point; Thence South 58 Degrees 07 Minutes 30 Seconds West, a distance of 530.32 feet to a point; Thence South 87 Degrees 14 Minutes 11 Seconds East, a distance of 306.39 feet to a point; Thence South 76 Degrees 58 Minutes 19 Seconds East, a distance of 311.61 feet to a point; Thence South 80 Degrees 06 Minutes 35 Seconds East, a distance of 238.02 feet to a point; Thence South 73 Degrees 35 Minutes 58 Seconds East, a distance of 765.56 feet to a point; Thence South 86 Degrees 12 Minutes 23 Seconds East, a distance of 68.00 feet to a point; Thence North 86 Degrees 52 Minutes 52 Seconds East, a distance of 658.58 feet to a point; Thence North 23 Degrees 41 Minutes 51 Seconds East, a distance of 100.04 feet to a point; Thence South 66 Degrees 21 Minutes 54 Seconds East, a distance of 14.98 feet to a point; Thence North 23 Degrees 57 Minutes 33 Seconds East, a distance of 258.41 feet to a point; Thence around a curve to the right through a central angle of 07 Degrees 30 Minutes 34 Seconds, an arc distance of 383.33 feet, a radius of 2924.79 feet and a chord bearing of North 27 Degrees 56 Minutes 53 Seconds East with a distance of 383.06 to the POINT OF BEGINNING.

Containing 1,142,651 square feet or 26.23 acres, more or less.

Exhibit "B"
(Description of Grantee's Property)

LOCATED IN THE CITY OF CHATTANOOGA OF HAMILTON COUNTY,
TENNESSEE:

Beginning at the northwest terminus of Lost Mound Drive; thence along the right of way of Lost Mound Drive go South 30 degrees 18 minutes 20 seconds East, a distance of 47.00 feet to a point; thence go North 59 degrees 41 minutes 40 seconds East, a distance of 5.00 feet to a point; thence along a curve to the right, go Delta Angle of 90 degrees 00 minutes 00 seconds, a radius of 15.00 feet and a length of 23.56 feet; thence go South 30 degrees 18 minutes 20 seconds East, a distance of 72.22 feet to a point; thence along a curve to the left, go Delta Angle of 08 degrees 23 minutes 41 seconds, a radius of 221.00 feet, and a length of 32.38 feet to a point; Said point being a corner to the property conveyed to Hamilton County in Deed Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee; thence leaving the right of way of Lost Mound Drive and along the property conveyed to Hamilton County, go the following course: Go South 30 degrees 07 minutes 33 seconds West a distance of 34.54 feet; thence go South 29 degrees 26 minutes 38 seconds East, a distance of 182.73 feet; thence go South 24 degrees 05 minutes 02 seconds West, a distance of 162.76 feet; thence on a curve to the right, go a Delta Angle of 55 degrees 36 minutes 07 seconds, a radius of 299.76 feet, and a length of 290.90 feet; thence go South 79 degrees 41 minutes 09 seconds West, a distance of 91.83 feet; thence on a curve to the right go a Delta Angle of 28 degrees 49 minutes 47 seconds, a radius of 549.56 feet, and a length of 276.52 feet; thence on an irregular curve to the left, go a Delta Angle of 14 degrees 32 minutes 39 seconds, a radius of 552.16 feet, and a length of 140.16 feet; thence go South 58 degrees 52 minutes 01 seconds West, a distance of 181.39 feet; thence go North 31 degrees 15 minutes 13 seconds West, a distance of 99.38 feet; thence go South 59 degrees 48 minutes 30 seconds West, a distance of 199.29 feet; thence go North 30 degrees 48 minutes 50 seconds West, a distance of 447.25 feet; thence go North 59 degrees 28 minutes 13 seconds East, a distance of 97.10 feet; thence go North 32 degrees 44 minutes 50 seconds West, a distance of 170.55 feet; thence go North 45 degrees 48 minutes 24 seconds East, a distance of 331.80 feet; thence go North 59 degrees 46 minutes 28 seconds East, a distance of 912.16 feet to a point, said point being in the southern boundary of the BASF Corporation property in Deed Book 3502, Page 850, in the Register's Office of Hamilton County, Tennessee; thence along the BASF Corporation property, go the following courses: South 29 degrees 51 minutes 59 seconds East, a distance of 276.74 feet; thence go North 59 degrees 40 minutes 37 seconds East, a distance of 10.00 feet; thence go South 29 degrees 51 minutes 25 seconds East, a distance of 300.09 feet to a point; thence leaving the southern boundary

Exhibit "B"

of the BASF Corporation property, go South 59 degrees 41 minutes 40 seconds West, a distance of 110.20 feet to the point of beginning as shown on survey by Allen Surveying Co., dated May 28, 2009, Job No. 0801-10, and containing 26.451 acres more or less.

TOGETHER WITH the following easement reserved in Quitclaim Deed and Grant of Construction Easement from Bud Limited Liability Co. to Hamilton County and City of Chattanooga of record in Book 5819, Page 313, in the Register's Office of Hamilton County, Tennessee: "Grantor expressly reserves for itself, successors and assigns, a perpetual and permanent easement for ingress and egress along the present driveway entrance at the southern border of Grantor's new property line and running northeast/southwest parallel with Amnicola Highway to the joint intersection with BASF, as noted on the previously described Arcadis survey. Said permanent easement of ingress and egress runs with the land."

The source of grantor's interest is found in Deed recorded in Book 8976, Page 552, in the Register's Office of Hamilton County, Tennessee.

Exhibit "C"
(Description of Easement Area)

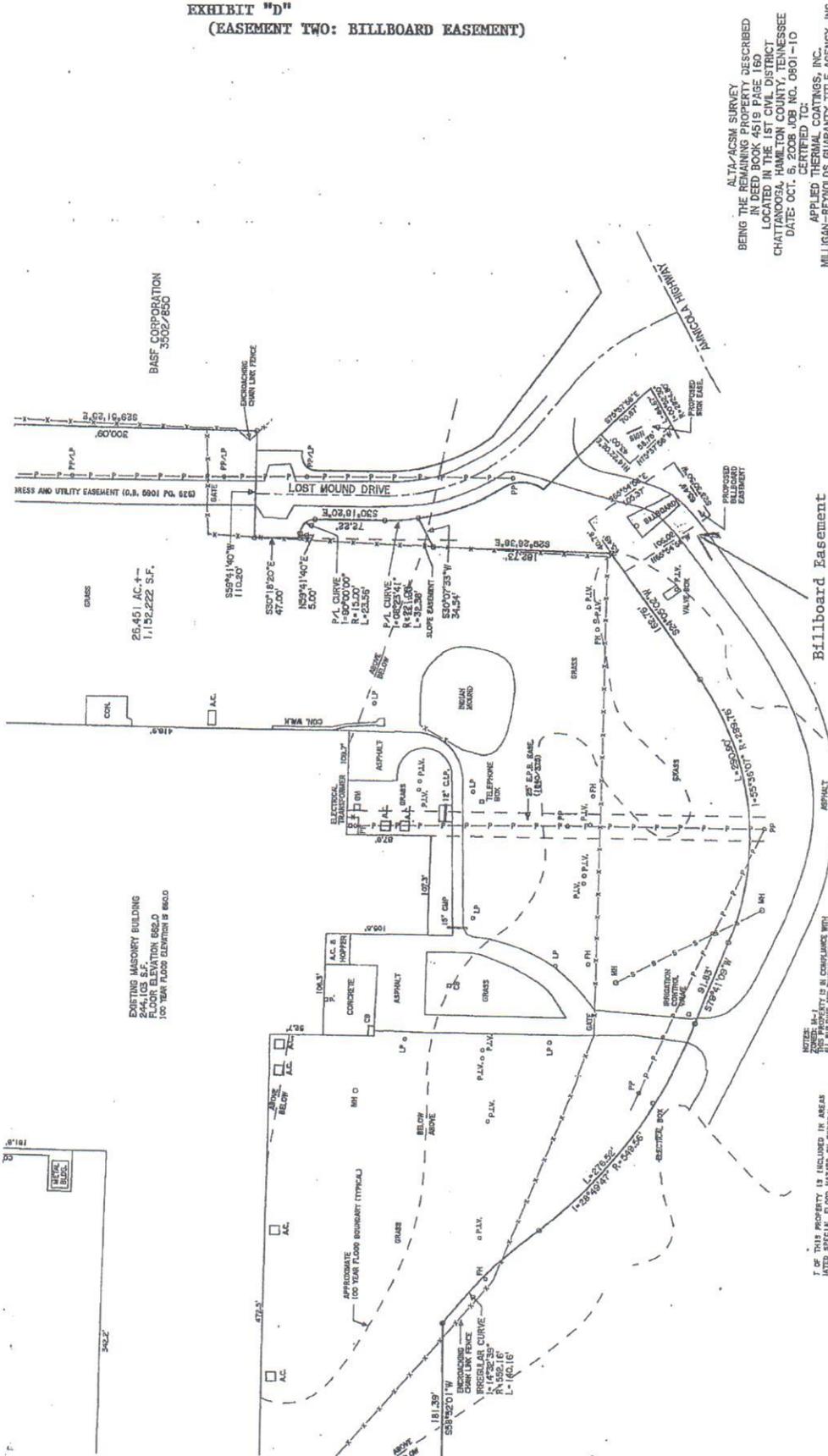
Located in the City of Chattanooga of Hamilton County, Tennessee:

The following description is taken from survey by Philip D. Bice of Allen Surveying Company dated May 28, 2009, Job No. 0801-10.

Beginning at a point located in a break in the eastern line of the Chattanooga Warehouse Group GP property described in Deed recorded in Book 8976, Page 552, in the Register's Office of Hamilton County, Tennessee; thence North 24 degrees 05 minutes 02 seconds East, a distance of 40.78 feet to a point; thence South 65 degrees 54 minutes 58 seconds East, a distance of 105.37 feet to a point; thence South 23 degrees 30 minutes 50 seconds West, a distance of 65.49 feet to a point; thence North 65 degrees 54 minutes 58 seconds West, a distance of 106.02 feet to a point; thence along the eastern line of the Chattanooga Warehouse Group GP property North 24 degrees 05 minutes 02 seconds East, a distance of 24.71 feet to the point of beginning.

Exhibit "D"
(Drawing of Easement Area)

EXHIBIT "D"
(EASEMENT TWO: BILLBOARD EASEMENT)



ALTA/ACSM SURVEY
BEING THE REMAINING PROPERTY DESCRIBED
IN DEED BOOK 4519 PAGE 150
LOCALITY: CHICAGO DISTRICT
CHATTANOOGA, HAMLETON, CHANTON, ILLINOIS
DATE: OCT. 5, 2008 JOB NO. 0801-10
CERTIFIED TO:
APPLIED THERMAL COATINGS, INC.
MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.
CHICAGO TITLE INSURANCE COMPANY



08-19

26.451 AC. ±
1,119,222 S.F.

EXISTING MASONRY BUILDING
244,103 S.F.
FLOOR ELEVATION 162.0
100 YEAR FLOOD ELEVATION IS 160.0

NOTES:
1. THIS PROPERTY IS INCLUDED IN AREAS
DETERMINED TO BE SPECIAL FLOOD HAZARD ON FEDERAL
MAPS AVAILABLE AT THIS TIME.
2. THE PROPERTY IS LOCATED WITHIN THE
100 YEAR FLOOD ZONE AS SHOWN ON THE
FLOOD INSURANCE RATE MAP (FIRM) NO. 17080-0101
ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) ON 08/01/08.
3. THE PROPERTY IS LOCATED WITHIN THE
100 YEAR FLOOD ZONE AS SHOWN ON THE
FLOOD INSURANCE RATE MAP (FIRM) NO. 17080-0101
ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) ON 08/01/08.

IF THIS PROPERTY IS INCLUDED IN AREAS
DETERMINED TO BE SPECIAL FLOOD HAZARD ON FEDERAL
MAPS AVAILABLE AT THIS TIME.
DATE: 11-7-08
WF: 450072-0834-E