

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND CREATE A STREAM AND WETLANDS CONSERVATION EASEMENT UPON PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA, DESIGNATING HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF SAID EASEMENT LOCATED WITHIN ENTERPRISE SOUTH INDUSTRIAL PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to execute and create a stream and wetlands conservation easement upon property jointly-owned by Hamilton County and the City of Chattanooga, designating Hamilton County Parks and Recreation as the holder of said easement located within Enterprise South Industrial Park.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: July 6, 2015

Preparer: Lee Norris

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # 6

A RESOLUTION REQUEST AUTHORIZING THE CITY MAYOR ON BEHALF OF THE CITY OF CHATTANOOGA TO EXECUTE AND CREATE A STREAM AND WETLANDS CONSERVATION EASEMENT UPON PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA, DESIGNATING HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF SAID EASEMENT LOCATED WITHIN ENTERPRISE SOUTH INDUSTRIAL PARK.

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

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

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

Approved by Hamilton County Board of Commissioners by Resolution 615-14 on June 3, 2015.

Approved by:  DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: 1/26/09

Holder: Hamilton County, Tennessee
208 Courthouse
201 East 7th Street
Chattanooga, Tennessee 37402

State Tax Map No.: 130
Parcel No.: 001

STREAM & WETLAND CONSERVATION EASEMENT

THIS INDENTURE, is made this _____ day of _____, 20____, by the City of Chattanooga, a Tennessee municipal corporation, located at City Hall, Suite 100, 101 E. 11th Street, Chattanooga, Tennessee 37402 and Hamilton County, Tennessee, a political subdivision of the State of Tennessee, located at 208 Courthouse, 201 East 7th Street, Chattanooga, Tennessee 37402 (“Grantor”), and in favor of Hamilton County, Tennessee, c/o Hamilton County Parks & Recreation located at 2318 North Gold Point Circle, Hixson, Tennessee 37343 (“Holder”).

WHEREAS, Grantor is the owner in fee simple of certain real property located in Hamilton County, State of Tennessee, more particularly described in Attachment 1 hereto which is incorporated and made apart hereof as if fully set forth herein (“Protected Property”);

WHEREAS, Holder is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose is to preserve, enhance, and conserve the Protected Property for aesthetic, scientific, charitable and educational purposes; and;

WHEREAS, the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States, and of great importance to the Grantor and the Holder;

WHEREAS, the United States Army Corps of Engineers (Corps) is responsible for implementing Section 404, of the Clean Water Act, and overseeing the creation of the Regional Stormwater Detention project, and The Tennessee Department of Environment and Conservation (TDEC) is also overseeing the creation and maintenance of this stream relocation and wetland creation will therefore retain Third Party Rights of Enforcement for this Conservation Easement.

WHEREAS, the Corps and TDEC have approved the Protected Property for use as stream and wetland mitigation, the purpose of which is to create 3,650 linear feet of stream and a minimum of five acres of wetland pursuant to Section 404 and Section 401 of the Clean Water Act and Section 10 of the Rivers and Harbor Act.

WHEREAS, Grantor desires to convey to the Holder a conservation easement, thereby placing certain limitations and affirmative obligations on the Protected Property for the protection of the stream and wetlands, and in order that the Protected Property shall remain in its natural condition, forever;

WHEREAS, Grantor desires by this instrument to convey to Holder the right to conserve and protect the conservation and environmental values of the property in perpetuity;

WHEREAS, the conservation and environmental values of the property include: stream restoration of native, self-sustaining habitat representative of the area; improved energy dissipation; improved sediment transportation; nutrient cycling; improved biological functions; increased vegetative diversity; and improved habitat for mammals and resident and migratory birds.

WHEREAS, Holder agrees by accepting this conveyance to honor the intentions of the Grantor stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come;

WHEREAS, the term “natural condition” shall mean the condition of the Protected Property at the time of this grant, and as created, restored, enhanced, and preserved pursuant to the DA Permit 2003-01631 and TDEC ARAP NRS 13.074, and shall be evidenced in part by a surveyed plat of the Protected Property showing all relevant property lines, and major, distinct natural features such as

waters of the United States, on file with the Corps and TDEC and Holder, aerial photographs of the Protected Property taken as close as possible to the date the donation is made, and after completion of the creation, restoration, enhancement and preservation activities required by the Permits; and on-site photographs taken at appropriate locations on the Protected Property, including of major natural features.

WHEREAS, Grantor and Holder agree that third-party rights of enforcement shall be held by the U.S. Army Corps of Engineers, Nashville District ("Corps," to include any successor agencies), and by the Tennessee Department of Environment and Conservation, (TDEC) and may be exercised through the appropriate enforcement agencies of the United States, and that these rights are in addition to, and do not limit, the rights of enforcement under Department of the Army Permit No. 2003-01631 and TDEC ARAP NRS 13.074, or any permit or certification issued by the Third-Party to Grantor in regards to the Protected Property;

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights, and agreements herein, Grantor hereby conveys to Holder, its successors and assigns, forever and in perpetuity, a conservation easement over the Protected Property more particularly described in Attachment 1.

A. PURPOSE

It is the purpose of this Conservation Easement to assure that the Protected Property will be retained forever in a natural state, that the scenic and natural character of the property will be maintained as it currently exists (preserved), and as created, restored and enhanced pursuant to the permits, and to prevent any use of the Protected Property that will impair or interfere with the conservation values of the Protected Property. Grantor intends that grant of this Conservation Easement will assure that the Protected Property will be used only for such activities as are consistent with the conservation purpose of this easement.

B. DURATION

This Conservation Easement shall be perpetual, in gross, run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, or other occupiers and users, forever.

C. RIGHTS OF THE HOLDER

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Holder and the Third-Party:

1. **General.** The Holder and the Corps and TDEC shall have the right to conserve and protect the conservation values of the Protected Property in perpetuity. The Holder and the Corps and TDEC shall have the right to prevent any activity or use of the Protected Property that is inconsistent with the purpose of the Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section F herein.
2. **Rights of Access and Entry.** Holder and the Corps and TDEC shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions as set out herein. Holder and Corps and TDEC shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor. However, this Conservation Easement conveys no right of access or entry by the general public to any portion of the Protected Property.

D. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity upon, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited. The following activities and uses are expressly prohibited:

1. **General.** There shall be no filling, flooding, excavating, mining or drilling; no dumping of materials; and, no alteration of the topography in any manner except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
2. **Waters and Wetlands.** There shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
3. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation except as specifically set forth herein and as specifically provided for in the DA and TDEC permits.
4. **Uses.** No industrial or commercial activity shall be undertaken or allowed.
5. **Structures.** There shall be no construction, erection, or placement of buildings or billboards, nor any additions to existing structures except as specifically set forth herein.
6. **New Roads.** There shall be no construction of new roads, trails, or walkways except as specifically set forth herein.
7. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4-wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
8. **Utilities.** There shall be no construction or placement of utilities or related facilities except as specifically set forth herein.
9. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Corps, TDEC and Holder.
10. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this grant, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

E. GRANTOR'S RESERVED RIGHTS

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its successors and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to Holder and to Third-Party, except where expressly provided otherwise:

1. **Grounds Maintenance.** Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
2. **Forest Management.** Harvesting and management of timber by Grantor is limited to the extent necessary to protect the natural environment in areas where the forest is damaged by natural forces such as fire, flood, storm, insects or infectious organisms or is otherwise required by sound management practices. Such timber harvest and management shall be carried out in accordance with Best Management Practices approved by the Tennessee Forestry Commission or successor agency, as amended.
3. **Recreation.** Grantor reserves the right to allow any outdoor, non-commercial recreational activities, including hunting and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property. No written notice is required.

4. **Future Utility Crossings.** Grantor reserves the right to construct future utility crossings. All future utility crossings will be installed by bore and casing and all excavation will occur outside the easement area. Written approval will be required from the Corps, TDEC, and Holder prior to their construction.
5. **Future Vehicular, Railroad, and Pedestrian Modifications.** Grantor reserves the right to modify the existing infrastructure adjacent to the Property. Such modifications may be installed at the edge of the easement. Written approval from the Corps, TDEC, and Holder for such modifications outside the easement will not be required.
6. **Road, Drainage, and Utility Maintenance.** Grantor reserves the right to maintain existing roads, drainage or utilities. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance of roadside ditches; and replacement of drainage and utilities within existing easements. Grantor will obtain necessary TDEC or Corps approvals for any maintenance activities that propose to disturb waters of the State or U.S..
7. **Other Reserved Rights.** Grantor and Holder reserve the right to conduct actions which are essential and necessary for the preservation and maintenance of the Protected Property, even if generally prohibited by the Restrictions, so long as they are not inconsistent with the conservation purposes of this grant, the preservation of the Protected Property substantially in its natural condition, and the protection of its environmental systems. However, any invasive, destructive, or similar measures that cause or may cause disturbances to wildlife, vegetation, soils, or hydrology, must be approved by Holder, Corps and TDEC in advance.
8. **Rights of Grantor.** The Corps and TDEC have approved the Protected Property for use as compensatory mitigation, the purpose of which is to create 3,650 linear feet of stream and five acres of wetland. This will be accomplished by the creation and preservation in perpetuity of the Protected Property. In addition to any other provision contained herein, the terms and provisions of the permits shall be applicable. In the event there is any inconsistency between this Easement and the terms and conditions of the permits, the Corps and TDEC shall govern.

F. ENFORCEMENT

1. **Notice of Violation; Corrective Action.** If Holder or the Corps or TDEC determines there has been a breach or violation of the terms of this Conservation Easement, by Grantor; the Corps, TDEC and/or Holder shall give written notice to the 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 purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan to be approved by the Holder and Corps and TDEC.
2. **Injunctive Relief.** If the Grantor fails to cure the violation within thirty (30) days after receipt of such notice to thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing said violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Corps, TDEC and/or Holder may undertake such actions, including legal proceedings, as are necessary to effect such corrective action, including to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
3. **Damages.** Corps, TDEC and Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.
4. **Costs of Enforcement.** The costs of a breach or violation, correction or restoration, including the Corps, TDEC and/or Holder expenses, court costs, and attorneys' fees, shall be paid by

Grantor, unless Grantor ultimately prevails in a judicial enforcement action, in which case each party shall bear their own costs.

5. **Forbearance.** Enforcement shall be at the discretion of the Corps, TDEC and/or Holder, and any forbearance to exercise rights under this Easement shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Easement or of any of the Holder, Corps or TDEC's rights under this Easement. No omission or delay in the exercise of any rights or remedies shall constitute a waiver of any enforcement right, or in any way impair any right or remedy.

6. **General.** These enforcement rights are cumulative and are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. **Events Beyond Grantor's Control.** Nothing herein shall be construed to authorize the Corps, TDEC or Holder to institute any proceedings against Grantor for any changes to the Protected Property caused by acts of God or circumstances beyond the Grantor's control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third persons, or similar causes. However, if the acts of God or circumstances beyond the Grantor's control do not preclude the Grantor from maintaining the Protected Property in its natural condition without unreasonable expense, then it shall not be relieved of its obligations under this document.

G. GENERAL PROVISIONS

1. **Transfer.** Sixty (60) day advance notification to the Nashville Corps District Engineer is required prior to any action being taken to void or modify this interest. This includes transfer of title to, or establishment of any other legal claims over Protected Property.

2. **Obligations of Ownership.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantor shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantor. Holder, Corps and TDEC shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

3. **Extinguishment.** In the event that changed conditions render impossible the continued use of the Protected Property for the conservation purposes, this Conservation Easement may be extinguished, in whole or in part, by judicial proceeding. The Nashville Corps District Engineer must be notified at least sixty (60) days prior to such extinguishment.

4. **Eminent Domain.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, Corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting there from. This Conservation Easement constitutes a real property interest immediately vested in Holder. In the event that all or a portion of this Protected Property is sold, exchanged, or involuntarily converted following the extinguishment or the exercise of eminent domain, Holder shall be entitled to the fair market value of this Conservation Easement. Holder shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.

5. **Notification.** Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor: City of Chattanooga
City Hall, Suite 100
101 E. 11th Street
Chattanooga, Tennessee 37402

To Grantor: Hamilton County
208 Courthouse
201 East 7th Street
Chattanooga, Tennessee 37402

To Holder: Hamilton County, Tennessee
c/o Hamilton County Parks & Recreation
2318 North Gold Point Circle
Hixson, Tennessee 37343

To Corps: U.S. Army Corps of Engineers
Regulatory Branch
3701 Bell Road
Nashville, Tennessee 37214

To TDEC: Tennessee Department of Environment & Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243

6. **Assignment.** This Conservation Easement is transferable, but only to a qualified holder and subject to the approval of the Corps, TDEC and Grantor. As a condition of such transfer, the transferee shall agree to all of the restrictions, rights, and provisions herein, and to continue to carry out the purposes of this Conservation Easement. Assignments shall be accomplished by amendment of this Conservation Easement under Paragraph 9.

7. **Failure of Holder.** If at any time Holder ceases to be a qualified holder and if, within a reasonable period of time after the occurrence of one of these events, the Holder fails to make an assignment pursuant to Paragraph 6, then the Holder's interest shall become vested in another qualified holder in accordance with an appropriate proceeding in a court of competent jurisdiction.

8. **Subsequent Transfer.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument, which transfers any interest in all, or a portion of the Protected Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of transfer. The failure of Grantor to comply with this paragraph shall not impair the validity or enforceability of this Conservation Easement.

9. **Amendment.** This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Holder under any applicable laws, and is consistent with the conservation purposes of this grant.

10. **Severability.** Should a court of competent jurisdiction find any separable part of this Conservation Easement void or unenforceable, the remainder shall continue in full force and effect.

11. **Warranty.** Grantor warrants that it owns the Protected Property in fee simple, and that the Grantor either owns all interests in the Protected Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Protected Property which have not been expressly subordinated to this Conservation Easement. Grantor warrants that there is no pending or threatened litigation in any way

affecting, involving, or relating to the Protected Property. Grantor further warrants that Holder shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

12. **No Extinguishment Through Merger.** Grantor and Holder agree that should the Holder, or any successor in interest to the Holder, come to own all of a portion of the fee interest in the Protected Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the Protected Property by this Conservation Easement, (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in enforcement, and (iii) said owner shall promptly assign the Holder interest in the Conservation Easement to another entity or person qualified to hold conservation easements.

13. **Recordation.** Grantor shall record this instrument in a timely fashion in the official records of Hamilton County, Tennessee, and shall re-record it as may be required to preserve this Conservation Easement.

14. **Marking of Property.** The perimeter of the Protected Property shall at all times be plainly marked by permanent signs saying "Protected Area" or by an equivalent, permanent marking system. Holder shall be permitted to place appropriate signage upon the Protected Property to identify its role as the long-term steward.

TO HAVE AND TO HOLD, unto the Holder, its successors and assigns, forever. The covenants agreed to and the terms, restrictions and purposes imposed as aforesaid, shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the land in perpetuity with the property, so long as the terms and conditions set out herein are satisfied or maintained with respect to the subject property or any portion thereof and in the event any term or condition fails, then said property shall revert to Grantor, its successors or assigns.

IN WITNESS WHEREOF, Grantor and Holder have executed this Conservation Easement.

GRANTOR: **City of Chattanooga, Tennessee**

By: _____

Its: Mayor

Attest: _____

GRANTOR: **Hamilton County, Tennessee**

By: Jim M. Coppin

Its: Mayor

Attest: Glenn Hight

HOLDER: **Hamilton County, Tennessee, c/o
Hamilton County Parks & Recreation**

By: Tom Lewis

Its: Director

Attest: Cindy Thomas

STATE OF TENNESSEE)
HAMILTON COUNTY)

Before me, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Andy Berke, Mayor of THE CITY CHATTANOOGA, who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Mayor of the City of Chattanooga, and with full authority, signed, executed, and delivered the same as the act of the City of Chattanooga.

GIVEN under my hand and official seal on this _____ day of _____, 20_____.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
HAMILTON COUNTY)

The undersigned Notary Public, does hereby certify that Jim M. Coppinger, Mayor of HAMILTON COUNTY, TENNESSEE who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of the Mayor of Hamilton County, Tennessee, and with full authority, signed, executed, and delivered the same as the act of Hamilton County, Tennessee.

GIVEN under my hand and official seal on this _____ day of _____, 20_____.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
HAMILTON COUNTY)

The undersigned Notary Public, does hereby certify that _____, Director of Hamilton County Parks & Recreation, who is known to me to be such official or with whom I am personally acquainted, has signed the foregoing instrument or acknowledged the same before under oath that, being informed of the contents of the Instrument, he, in his capacity as such official of Hamilton County Parks and Recreation, and with full authority, signed, executed, and delivered the same as the act of Hamilton County, Tennessee.

GIVEN under my hand and official seal on this _____ day of _____, 20_____.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC

My Commission Expires: _____

STREAM & CONSERVATION EASEMENT

**ATTACHMENT 1
SURVEY DOCUMENTS**

CONSERVATION EASEMENT
NORTH OF DISCOVERY DRIVE

Being a Conservation Easement located on the City of Chattanooga – Hamilton County property described in Deed Book 6630, Page 866, in the Register's Office of Hamilton County, Tennessee and currently shown on Tax Map 130, Parcel 001, located in the Enterprise South Industrial Park, City of Chattanooga, Hamilton County, Tennessee, the Conservation Easement being more particularly described as follows:

COMMENCING at a point which marks the Southwest corner of Tract 9, Enterprise South Industrial Park as shown on plat of record in Plat Book 74, Page 155 in the Register's Office of Hamilton County, Tennessee, said point is located at Tennessee State Grid Coordinates of North=270,622.4074 and East=2,224,160.6387, coordinates based on the City of Chattanooga – Hamilton County Monument Network System (CHAM System), North American Datum 1983 (NAD 83), all bearings are based on said system, all distances are horizontal ground;

THENCE with a curve to the left an arc distance of 225.49 feet along the Northern margin of Discovery Drive, having a radius of 610.00 feet, a delta angle of 21 degrees, 10 minutes, 47 seconds and a chord of North 46 degrees, 45 minutes, 38 seconds West a distance of 224.21 feet to a point;

THENCE North 32 degrees, 39 minutes, 03 seconds East a distance of 65.80 feet to the POINT OF BEGINNING;

THENCE North 61 degrees, 08 minutes, 43 seconds West a distance of 600.80 feet to a point;

THENCE with a curve to the left an arc distance of 121.67 feet, having a radius of 3860.75 feet, a delta angle of 01 degrees, 48 minutes, 21 seconds and a chord of North 32 degrees, 05 minutes, 05 seconds East a distance of 121.67 feet to the point of tangency;

THENCE North 31 degrees, 10 minutes, 55 seconds East a distance of 108.92 feet to the point of curvature;

THENCE with a curve to the right an arc distance of 78.10 feet, having a radius of 906.18 feet, a delta angle of 04 degrees, 56 minutes, 18 seconds and a chord of North 33 degrees, 39 minutes, 04 seconds East a distance of 78.08 feet to a point;

THENCE with a curve to the left an arc distance of 90.93 feet, having a radius of 616.00 feet, a delta angle of 08 degrees, 27 minutes, 26 seconds and a chord of North 31 degrees, 53 minutes, 30 seconds East a distance of 90.84 feet to the point of tangency;

THENCE North 27 degrees, 39 minutes, 47 seconds East a distance of 48.61 feet to the point of curvature;

THENCE with a curve to the left an arc distance of 166.55 feet, having a radius of 1877.92 feet, a delta angle of 05 degrees, 04 minutes, 53 seconds and a chord of North 25 degrees, 07 minutes, 21 seconds East a distance of 166.49 feet to the point of tangency;

THENCE North 22 degrees, 34 minutes, 54 seconds East a distance of 122.89 feet to a point;

THENCE South 76 degrees, 54 minutes, 57 seconds East a distance of 209.31 feet to a point;

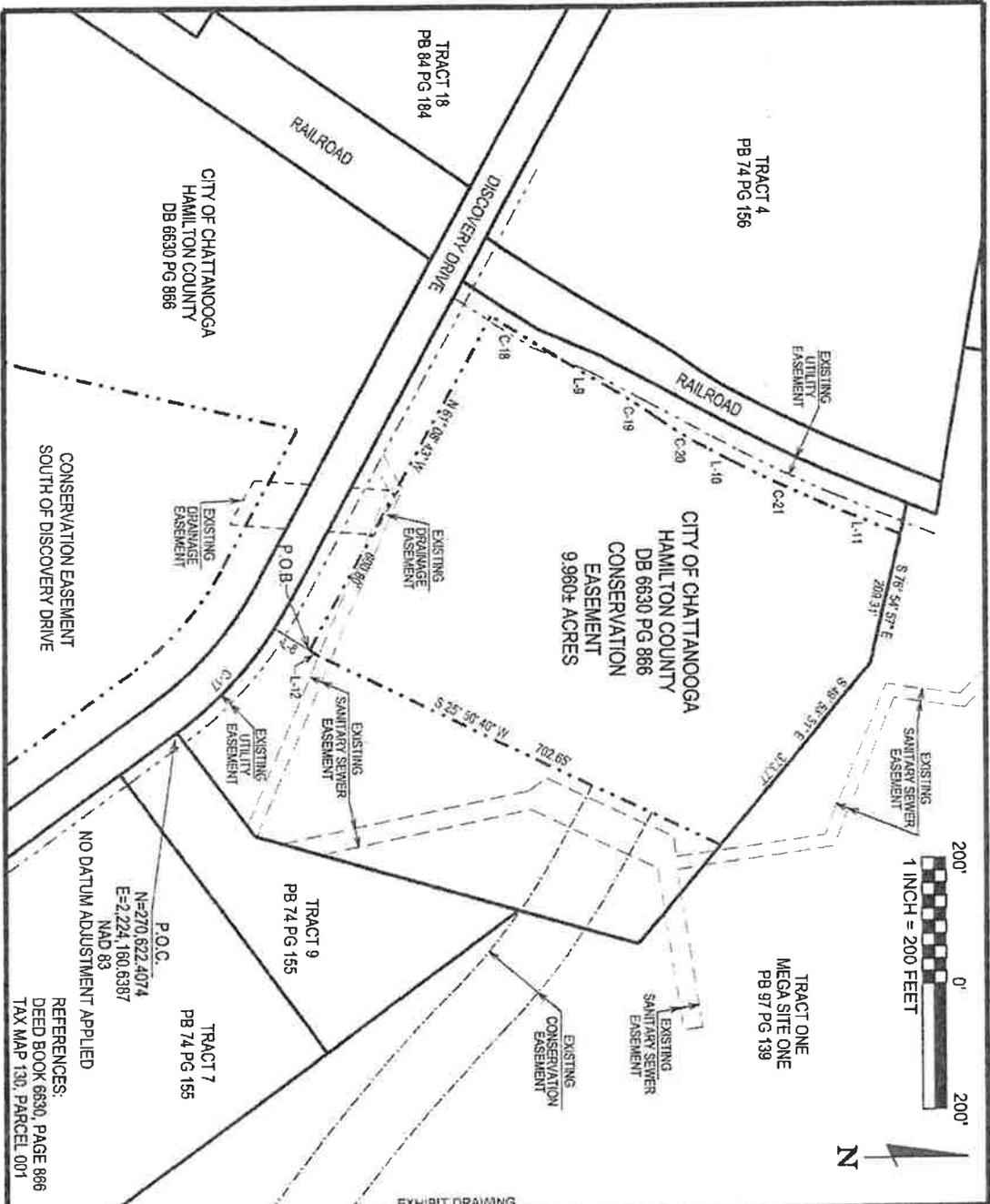
THENCE South 49 degrees, 53 minutes, 51 seconds East a distance of 373.77 feet to a point;

THENCE South 25 degrees, 50 minutes, 40 seconds West a distance of 702.65 feet to a point;

THENCE South 33 degrees, 30 minutes, 20 seconds West a distance of 18.09 feet to the POINT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said Conservation Easement herein described contains 9.960 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 31233-07.



NO DATUM ADJUSTMENT APPLIED
 P.O.C.
 N=270,622.4074
 E=2,224,160.6387
 NAD 83

REFERENCES:
 DEED BOOK 6630, PAGE 866
 TAX MAP 130, PARCEL 001

EXHIBIT DRAWING

NO.	DATE	DESCRIPTION
1	11-17-14	ORIGINAL ISSUE
2	05-27-15	REVISION SHE

CONSERVATION EASEMENT - NORTH OF DISCOVERY DRIVE

enterprise south
 INDUSTRIAL PARK
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

BWSC
 BARRIE WAINWRIGHT & STANNICH, INC.
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS

SHEET 1
 OF 2 SHEETS
 APRIL 1, 2015

CURVE	ARC	DELTA	RADIUS	CHORD	DISTANCE
CURVE C-17	225.49'	21° 10' 47"	610.00'	N 46° 45' 38" W	224.21'
CURVE C-18	121.67'	01° 48' 21"	3880.75'	N 32° 05' 05" E	121.67'
CURVE C-19	78.10'	04° 56' 18"	906.18'	N 33° 39' 04" E	78.08'
CURVE C-20	90.93'	08° 27' 26"	616.00'	N 31° 53' 30" E	90.84'
CURVE C-21	166.55'	05° 04' 53"	1877.92'	N 25° 07' 21" E	166.49'

CURVE DATA

LINE	BEARING	DISTANCE
LINE L-8	N 32° 39' 03" E	65.80'
LINE L-9	N 31° 10' 55" E	108.92'
LINE L-10	N 27° 39' 47" E	48.61'
LINE L-11	N 22° 34' 54" E	122.89'
LINE L-12	S 33° 30' 20" W	18.09'

LINE DATA

EXHIBIT DRAWING

SHEET 2 OF 2 SHEETS PROJ. 31233-02	CONSERVATION EASEMENT - NORTH OF DISCOVERY DRIVE	 BWSC BARGE WOODHEAD SUMNER & CLARKSON, INC. ENGINEERS PLANNERS 4000 WOODHEAD DRIVE, MEMPHIS, TN 38117 PHONE 901-754-0000 FAX 901-754-0001
	enterprise south INDUSTRIAL PARK <small>CHATTANOOGA, HAMILTON COUNTY, TENNESSEE</small>	

**CONSERVATION EASEMENT
SOUTH OF DISCOVERY DRIVE**

Being a Conservation Easement located on the City of Chattanooga – Hamilton County property described in Deed Book 6630, Page 866, in the Register's Office of Hamilton County, Tennessee and currently shown on Tax Map 130, Parcel 001, located in the Enterprise South Industrial Park, City of Chattanooga, Hamilton County, Tennessee, the Conservation Easement being more particularly described as follows:

COMMENCING at a point which marks the Northwest corner of Tract 29, Enterprise South Industrial Park as shown on plat of record in Plat Book 96, Page 30, R.O.H.C., said point is located at Tennessee State Grid Coordinates of North=270,214.7842 and East=2,224,384.3093, coordinates based on the City of Chattanooga, Hamilton County Monument Network System (CHAM System), North American Datum 1983 (NAD 83), all bearings are based on said system, all distances are horizontal ground;

THENCE South 72 degrees, 44 minutes, 43 seconds West a distance of 61.70 feet to the POINT OF BEGINNING;

THENCE South 53 degrees, 49 minutes, 50 seconds West a distance of 379.28 feet to a point;

THENCE South 79 degrees, 55 minutes, 01 seconds West a distance of 30.36 feet to a point;

THENCE South 26 degrees, 48 minutes, 32 seconds West a distance of 235.69 feet to a point;

THENCE South 01 degrees, 13 minutes, 44 seconds East a distance of 199.33 feet to a point;

THENCE South 31 degrees, 08 minutes, 09 seconds East a distance of 365.19 feet to a point;

THENCE with a curve to the left an arc distance of 130.30 feet, having a radius of 1551.39 feet, a delta angle of 04 degrees, 48 minutes, 44 seconds and a chord of South 58 degrees, 10 minutes, 37 seconds West a distance of 130.26 feet to the point of tangency;

THENCE South 55 degrees, 46 minutes, 15 seconds West a distance of 167.29 feet to of curvature;

THENCE with a curve to the right an arc distance of 302.30 feet, having a radius of 250.00 feet, a delta angle of 69 degrees, 16 minutes, 56 seconds and a chord of North 89 degrees, 35 minutes, 17 seconds West a distance of 284.22 feet to point of reverse curve;

THENCE with a curve to the left an arc distance of 124.33 feet, having a radius of 158.38 feet, a delta angle of 44 degrees, 58 minutes, 37 seconds and a chord of North 73 degrees, 56 minutes, 18 seconds West a distance of 121.16 feet to the point of reverse curve;

THENCE with a curve to the right an arc distance of 41.28 feet, having a radius of 94.27 feet, a delta angle of 25 degrees, 05 minutes, 30 seconds and a chord of North 83 degrees, 40 minutes, 47 seconds West a distance of 40.95 feet to point of compound curve;

THENCE with a curve to the right an arc distance of 296.85 feet, having a radius of 723.51 feet, a delta angle of 23 degrees, 30 minutes, 30 seconds and a chord of North 59 degrees, 22 minutes, 49 seconds West a distance of 294.78 feet to the point of reverse curve;

THENCE with a curve to the left an arc distance of 78.84 feet, having a radius of 363.42 feet, a delta angle of 12 degrees, 25 minutes, 46 seconds and a chord of North 53 degrees, 12 minutes, 33 seconds West a distance of 78.68 feet to the point of compound curve;

THENCE with a curve to the left an arc distance of 188.92 feet, having a radius of 205.18 feet, a delta

angle of 52 degrees, 45 minutes, 27 seconds and a chord of North 85 degrees, 48 minutes, 18 seconds West a distance of 182.32 feet to the point of reverse curve;

THENCE with a curve to the right an arc distance of 86.03 feet, having a radius of 88.02 feet, a delta angle of 56 degrees, 00 minutes, 12 seconds and a chord of North 84 degrees, 10 minutes, 56 seconds West a distance of 82.65 feet to point of reverse curve;

THENCE with a curve to the left an arc distance of 60.99 feet, having a radius of 245.00 feet, a delta angle of 14 degrees, 15 minutes, 46 seconds and a chord of North 63 degrees, 18 minutes, 42 seconds West a distance of 60.83 feet to the point of tangency;

THENCE North 70 degrees, 26 minutes, 35 seconds West a distance of 107.93 feet to a point;

THENCE North 31 degrees, 20 minutes, 08 seconds East a distance of 167.38 feet to a point;

THENCE North 40 degrees, 32 minutes, 35 seconds East a distance of 166.77 feet to a point;

THENCE North 48 degrees, 43 minutes, 31 seconds East a distance of 593.65 feet to a point;

THENCE with a curve to the left an arc distance of 29.08 feet, having a radius of 80.00 feet, a delta angle of 20 degrees, 49 minutes, 38 seconds and a chord of North 58 degrees, 40 minutes, 46 seconds East a distance of 28.92 feet to the point of tangency;

THENCE North 48 degrees, 15 minutes, 56 seconds East a distance of 239.80 feet to the point of curvature;

THENCE with a curve to the left an arc distance of 180.14 feet, having a radius of 295.00 feet, a delta angle of 34 degrees, 59 minutes, 14 seconds and a chord of North 30 degrees, 46 minutes, 19 seconds East a distance of 177.35 feet to the point of tangency;

THENCE North 13 degrees, 16 minutes, 42 seconds East a distance of 431.08 feet to a point;

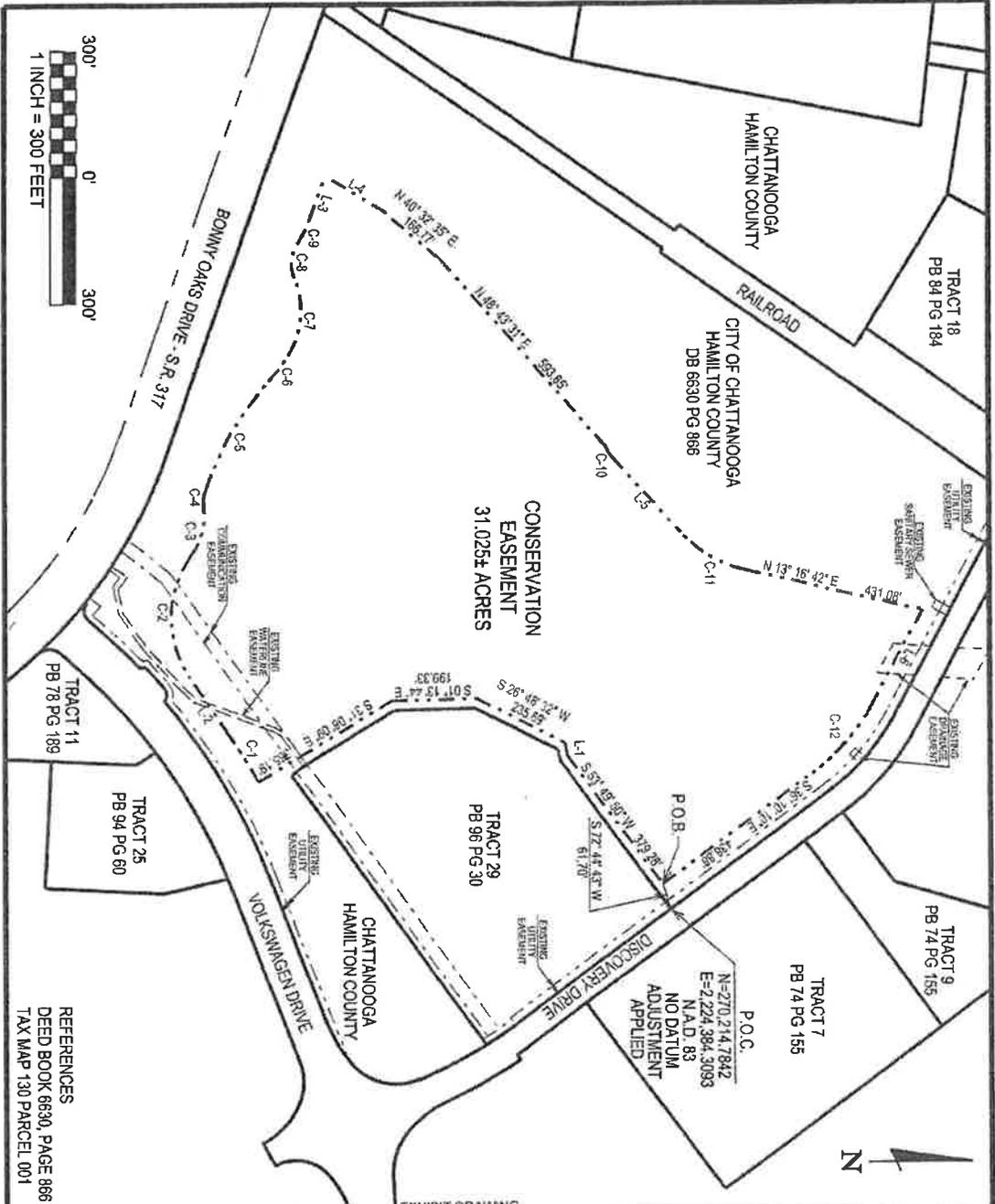
THENCE South 61 degrees, 21 minutes, 08 seconds East a distance of 252.65 feet to the point of curvature;

THENCE with a curve to the right an arc distance of 215.36 feet, having a radius of 490.00 feet, a delta angle of 25 degrees, 10 minutes, 57 seconds and a chord of South 48 degrees, 45 minutes, 38 seconds East a distance of 213.63 feet to the point of tangency;

THENCE South 36 degrees, 10 minutes, 10 seconds East a distance of 438.88 feet to the POINT OF BEGINNING.

Together with and subject to any rights-of-way, easements, restrictions, ordinances, agreements, zoning and any other matters of title that may exist.

Said Conservation Easement herein described contains 31.025 acres, more or less, as shown on the attached drawing prepared by Barge, Waggoner, Sumner and Cannon, Inc. having project number 31233-07.



REFERENCES
 DEED BOOK 6630, PAGE 866
 TAX MAP 130 PARCEL 001

EXHIBIT DRAWING

REV.	DATE	DESCRIPTION
01	11-17-14	ORIGINAL ISSUE
02	11-09-14	REVISION ONE
03	03-27-15	REVISION TWO

CONSERVATION EASEMENT - SOUTH OF DISCOVERY DRIVE

enterprise south
 INDUSTRIAL PARK

BWSC BARGE WADDICHER
 SUMNER & CANNON, INC.
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS

4000 South 20th Street
 Nashville, TN 37203
 615-259-0700 Fax 615-259-0701



Hamilton County Board of Commissioners
RESOLUTION

No. 615-14

A RESOLUTION AUTHORIZING THE COUNTY MAYOR ON BEHALF OF HAMILTON COUNTY TO EXECUTE AND CREATE A STREAM AND WETLANDS CONSERVATION EASEMENT UPON PROPERTY JOINTLY-OWNED BY HAMILTON COUNTY AND THE CITY OF CHATTANOOGA, DESIGNATING HAMILTON COUNTY PARKS AND RECREATION AS THE HOLDER OF SAID EASEMENT LOCATED WITHIN THE ENTERPRISE SOUTH INDUSTRIAL PARK

WHEREAS, Hamilton County (County) and the City of Chattanooga (City) jointly own certain property located at Enterprise South Industrial Park (ESIP), identified by State Tax Map No. 130-001 (a portion of) more particularly described in Attachment 1 of said easement (Protected Property) attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein; and,

WHEREAS, Hamilton County Parks and Recreation (Holder) is an entity qualified to hold conservation easements and is a political subdivision of the State of Tennessee whose purpose it is to preserve, enhance, and conserve the aesthetic, scientific, charitable and educational purposes of Protected Property; and,

WHEREAS, the Protected Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Tennessee and the United States and of great importance to the City and County; and,

WHEREAS, the United States Army Corps of Engineers (Corps) and the Tennessee Department of Environment and Conservation (TDEC) have approved the Protected Property for use as wetland mitigation, and will oversee the creation and maintenance of this wetland; and,

WHEREAS, the County and City desire to convey to the Holder a conservation easement in order to conserve and protect the wetlands, and in order that the Protected

Property shall remain in its natural condition forever; and,

WHEREAS, Holder agrees to honor the intentions of the County and the City as stated herein and to conserve and protect in perpetuity the conservation values of the Protected Property in accordance with the terms of this Wetlands Conservation Easement for the benefit of this generation and generations to come.

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

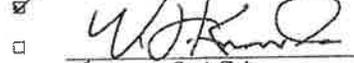
That the County Mayor is hereby authorized on behalf of Hamilton County to execute and create a Wetlands Conservation Easement with Hamilton County Parks and Recreation being the Holder of said easement on property (Protected Property) jointly-owned by Hamilton County and the City of Chattanooga identified as State Tax Map No. 130-001 (a portion of) located at Enterprise South Industrial Park, in order to conserve and protect the wetlands and in order that the Protected Property shall remain in its natural condition forever according to certain limitations and affirmative obligations more particularly described in the easement agreement and drawing, copies of which are attached hereto and incorporated herein by reference thereto as though fully and completely copied verbatim herein.

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

CERTIFICATION OF ACTION

Approved:

Rejected:


County Clerk

Approved:

Vetoed:


County Mayor

June 3, 2015

Date