

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Agenda
Special Session
February 4, 2014
6:30 p.m.

1. Call to Order by the Mayor
2. Roll Call
3. Adoption of the Agenda
4. New Business
 - a. To approve or reject an agreement with Sumner County Board of Education and Sumner County, Tennessee in reference to the library and stadium properties as described in the agreement. The City Administrator recommends approval.
5. Adjournment

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into on or as of this ____ day of _____, 2013, by and among the City of White House, Tennessee ("White House"), the Sumner County Board of Education (the "School Board") and Sumner County, Tennessee ("Sumner County").

Recitals

- A. White House is the owner of that certain parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Library Property"), upon which White House plans to build a new library for the citizens of White House; and
- B. Sumner County retained an interest in the Library Property when Sumner County conveyed the Library Property to White House; and
- C. In exchange for the Library Property, White House agreed to maintain and provide a football stadium for the Sumner County public schools located in the City of White House forevermore; and
- D. White House desires that Sumner County release and quitclaim its interest in the Library Property to White House, and release White House from its obligation to provide and maintain the football stadium for the Sumner County public schools located in the City of White House; and
- E. White House is the owner of that certain parcel of real property more particularly described on Exhibit B attached hereto and incorporated herein (the "Stadium Property"), which is used by Sumner County public schools located in the City of White House for its football stadium and other athletic events; and
- F. In exchange for Sumner County's release of its interest in the Library Property and the release of White House's obligation to provide and maintain a football stadium for Sumner County public schools located in the City of White House forevermore, White House desires to convey the Stadium Property to the School Board for continued use by the School Board for Sumner County public schools located in the City of White House.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, White House, the School Board and Sumner County hereby agree as follows:

1. Agreement to Quitclaim. For good and valuable consideration, effective as of _____, 2014 (the "Effective Date"), Sumner County hereby agrees to quitclaim its interest in the Library Property to White House pursuant to the form of

Quitclaim Deed attached hereto as Exhibit C and incorporated herein by reference (the "Library Deed").

2. Agreement to Release. Except as otherwise specifically set forth herein, Sumner County and the School Board agree to release White House from its obligation to provide and maintain a football stadium for the use of Sumner County public schools located in the City of White House.
3. Agreement to Convey. For good and valuable consideration, effective as of the Effective Date, White House hereby agrees to grant, sell, assign and convey to the School Board, the Stadium Property, pursuant to the form of Quitclaim Deed attached hereto as Exhibit D and incorporated herein by reference (the "Stadium Deed").
4. "AS-IS". Subject to its obligations in Section 5 hereof, White House shall convey the Stadium Property to the School Board, and the School Board agrees that it is accepting the Stadium Property from White House "AS IS", "WHERE IS" and "WITH ALL FAULTS". Further, the School Board expressly acknowledges that except as otherwise specified herein, White House makes no warranty or representation of the Stadium Property, express, implied or arising by operation of law, including but in no way limited to any warranty of condition, habitability, merchantability or fitness for a particular purpose. The School Board shall indemnify up to the limits established by the Governmental Tort Liability Act and hold harmless White House from and against any and all expenses, claims, or losses arising from the Stadium Property or the activities of the School Board, its officers, agents, employees, contractors or invitees on the Stadium Property after the Effective Date, including without limitation, any attorney's fees or court costs occasioned by such claims. This indemnification shall survive the conveyance of the Stadium Property as contemplated herein and is restricted to the limits set forth in the Governmental Tort Liability Act. White House shall pay for and remain liable for completing payments for any improvements to the Stadium Property made by White House prior to the Release Date (as hereinafter defined) that remain unpaid after the Release Date, and shall indemnify the School Board for any contractual obligations of White House with respect to the Stadium Property or improvements thereto accruing prior to the Release Date. The School Board shall not assume any debt of White House regarding the Stadium Property.
5. Maintenance of Stadium Property. Notwithstanding the conveyance of the Stadium Property to the School Board, White House agrees to continue normal and usual maintenance of the Stadium Property and keep the Stadium Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted, until the date following the date upon which White House High School plays its last football game at the Stadium Property for the 2016 football season, including any playoff games (the "Release Date"); provided however, (a) White House shall "winterize" the Stadium Property in its normal and customary manner, with the cooperation of the School Board, after the 2016 football season, and (b) White House shall not be required to repair any damage to the Stadium Property caused by the negligent or intentional acts of the School Board or Sumner County public schools located in the City of White House after the Effective Date.

6. Possession. Notwithstanding White House's obligations described in Section 5 above, White House shall deliver possession of the Stadium Property to the School Board on the Effective Date, and White House shall not have any obligation to insure the Stadium Property after the Effective Date. Any and all ticket sales to events of the School Board or its schools conducted on the Stadium Property after the Effective Date shall be the sole property of the School Board.
7. Utilities. The School Board acknowledges and agrees that the utilities for the Stadium Property must be separated and separately metered from White House's adjoining real property (the "Park Property"). The School Board shall bear the cost and expense of such separate metering and shall pay the cost of all utilities for the Stadium Property after the Effective Date.
8. Easements. White House and the Board of Education shall enter into an Easement Agreement in the form of Exhibit E attached hereto and incorporated herein by reference pursuant to which White House shall grant to the Stadium Property an easement for ingress, egress, parking and utilities, over the Park Property, and the School Board shall grant to White House an easement over the Stadium Property to access the utility lines located on the Stadium Property that serve the Park Property and an easement to maintain the Stadium Property until the Release Date.
9. Costs and Fees. The School Board shall be responsible for the costs of any title search and title policy for the Property should the School Board elect to obtain the same. The School Board will pay for any appraisals, any Phase I environmental inspection and related reports, and any recording fees related to the transfer of the Stadium Property. Each party shall pay its own attorney fees.
10. Taxes and Assessments. Even though White House and the School Board are governmental entities exempt from paying taxes, should in the future laws are changed to the extent any real property taxes and assessments are assessed against the Stadium Property, White House shall pay all real property taxes and assessments, including penalties and interest, for all tax years preceding the Effective Date, and the School Board shall pay all such taxes and assessments after the Effective Date.
11. Representations and Warranties of White House. White House represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by White House of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of White House.
12. Representations and Warranties of Sumner County. Sumner County represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by Sumner County of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Sumner County.

13. Representations and Warranties of the School Board. The School Board represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by the School Board of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of the School Board.
14. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.
15. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
16. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
17. Assignment. This Agreement may not be assigned by either party hereto.
18. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
19. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.
20. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized corporate officers.

WHITE HOUSE:

The City of White House, Tennessee

By: _____

Name: _____

Title: _____

SUMNER COUNTY:

Sumner County, Tennessee

By: _____

Name: _____

Title: _____

SCHOOL BOARD:

The Sumner County Board of Education

By: _____

Name: Del R. Phillips III

Title: Director of Sumner County Schools

By: _____

Name: Don Long

Title: Chairman, Sumner County Board of Education

EXHIBIT A

[Library Property Legal Description]

Land in the City of White House, Fifteenth Civil District of Sumner County, Tennessee, described by a survey by Howard George and Associates, Project No. 89053, dated October 30, 1989, as follows:

Beginning at an iron pin set at the back of a walk on the Southeast right-of-way of U.S. Highway 31-W, State Route 41, approximately 305 feet, southwest of the southwest right-of-way of College Street; thence S 42°41'E. 187.79 feet to a railroad spike set in an asphalt drive; thence S 43°53'W. 245.77 feet to an iron pin set; thence N 42°27' W. 203.51 feet to an iron pin set on said Southeast right-of-way; thence with said Southeast right-of-way N 47°33' E. 244.53 feet to the beginning, containing 1.10 acres, more or less.

Being part of the same property conveyed to Sumner County, Tennessee, by deed dated October 18, 1988, and of record in Book 51, page 288, Register's Office, Sumner County, Tennessee.

EXHIBIT B

[Stadium Property Legal Description]

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

Beginning at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

Being part of the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

EXHIBIT C

[Library Deed]

EXHIBIT D

[Stadium Deed]

EXHIBIT E

[Easement Agreement]

Prepared By:
Webb Sanders PLLC
2784 Highway 31W
White House, Tennessee 37188

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of _____, 2014, by and between the City of White House, Tennessee (the "Parcel A Owner"), and Sumner County Board of Education, Tennessee (the "Parcel B Owner," the Parcel A Owner and the Parcel B Owner are sometimes collectively referred to herein as the "Owners").

WITNESSETH:

WHEREAS, the Parcel A Owner is the owner of certain real property located in Robertson County, Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Parcel B Owner is the owner of certain real property located in Robertson County, Tennessee, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference. Parcel A and Parcel B are sometimes individually referred to herein as a "Property," and sometimes collectively referred to herein as the "Properties";

WHEREAS, "Owner" means the "Parcel A Owner" or the "Parcel B Owner", or either of them, as the context may require. "Parcel A Owner" means any person or legal entity (or combination thereof) owning from time to time fee simple title to Parcel A, or any part thereof, all as shown by the public real estate records of Robertson County, Tennessee. "Parcel B Owner" means any person or legal entity (or combination thereof) owning from time to time fee simple title to Parcel B, or any part thereof, all as shown by the public real estate records of Robertson County, Tennessee;

WHEREAS, the Owners desire to declare, create and establish certain easements over the Properties.

NOW, THEREFORE, in consideration of Ten and No/100ths (\$10.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Access Easement. Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants and conveys to Parcel B a non-exclusive perpetual vehicular and pedestrian access easement over, across and through the accessways and curb cuts located or to be located on Parcel A as they may exist from time to time, necessary to access Parcel B from Highway 76 and Stadium Drive, (the "Access Easement"). The Access Easements are not intended to, and shall not be construed as, creating any rights in or for the benefit of the general public. At all times while this Agreement is in effect, the Access Easements and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

2. Parking Easement. Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants and conveys to Parcel B (a) a non-exclusive perpetual easement for parking over, on and across the parking areas located on Parcel A now or hereafter existing and as the same may be modified from time to time (the "Parking Easement"). The Parking Easement is not intended to, and shall not be construed as, creating any rights in or for the benefit of the general public. The Parcel A Owner shall use its best efforts not to schedule events on Parcel A that would conflict with events on Parcel B and limit parking availability for such events. In particular, the Parcel A Owner shall not schedule events on Friday nights during football season that would limit parking availability for football games on Parcel B. The Parcel B Owner shall use its best efforts to give the Parcel A reasonable advance written notice of any scheduled activities or events on Parcel B so that Parcel A can schedule events on Parcel A in a manner not to limit parking availability for events on Parcel B. At all times while this Agreement is in effect, such easement and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

3. Utility Easement. Subject to the conditions, limitations and reservations contained in this Agreement, the Parcel B Owner hereby grants to Parcel A a non-exclusive perpetual easement to access, install, repair and maintain utilities on Parcel B, including without limitation, electric, water, sanitary sewer, cable, phone lines, data lines and other such utilities reasonably necessary for the development and occupancy of Parcel A (the "Parcel A Utility Easement"). Subject to the conditions, limitations or reservations contained in this Agreement, the Parcel A Owner hereby grants to Parcel B a non-exclusive perpetual easement to access, install, repair and maintain utilities on Parcel A, including without limitation, electric, water, sanitary sewer, cable, phone lines, data lines and other such utilities reasonably necessary for the development and occupancy of Parcel B (the "Parcel B Utility Easement"; the Parcel A Utility Easement and the Parcel B Utility Easement are referred to herein collectively as the "Utility Easement".) To the extent it is necessary to install any such utilities on the Properties, such utilities shall be installed only in specific locations approved by the Owner upon whose Property the utilities are to be installed, which approval shall not be unreasonably withheld, conditioned or delayed, and such Utility Easements shall be utilized by the Owners in a manner so as not to unreasonably disturb the business of the owners on the Properties. At all times while this

Agreement is in effect, the Utility Easement and the other covenants, conditions, rights and obligations set forth herein shall run with the land.

4. Maintenance of the Properties. Subject to Parcel A Owner's obligations to maintain Parcel B until the date following the date upon which White House High School plays its last football game on Parcel B for the 2016 football season, including any playoff games (the "Release Date"), as described in that certain Agreement of even date herewith, by and among the Parcel A Owner, the Parcel B Owner and Sumner County, Tennessee, the Owner of each Property shall maintain its Property in a clean and orderly condition and shall take such measures as are necessary to control dirt, litter and debris.

5. Reasonable Use of the Easements. The Easements shall be used and enjoyed in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of the Owner of each Property, and such easements shall not limit the construction, location, demolition and relocation from time to time of any improvements on each of the Properties, so long as any such construction, location, demolition or relocation shall not prohibit the reasonable use of the Easements.

6. Attorneys' Fees. In the event that the owner of either Property institutes any legal action or proceeding for the enforcement of any right or obligation set forth in this Agreement, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding or in the defense thereof.

7. Amendment. This Agreement may be amended only by the written agreement of all Owners of the Properties. This Agreement and all amendments hereto shall be recorded in the Register's Office of Robertson County, Tennessee.

8. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

10. Governing Law. The laws of the State of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11. Successors and Assigns. The terms of this Agreement shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Invalidity. If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each remaining term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

13. Non-Waiver. One or more waivers of any term, covenant, or condition of this Agreement by any party should not be construed as a waiver of any subsequent breach of the same or any other term, covenant, or condition; nor shall any delay or omission by any party in seeking a remedy for breach of this Agreement, or exercising any right accruing to such party or reason of any such breach, be deemed a waiver by such party of its rights or remedies with respect to such breach.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

"PARCEL A OWNER":

THE CITY OF WHITE HOUSE,
TENNESSEE

By: _____
Name: _____
Title: _____

"PARCEL B OWNER":

SUMNER COUNTY BOARD OF
EDUCATION

By: _____
Name: Del R. Phillips III
Title: Director of Sumner County
Schools

By: _____
Name: Don Long
Title: Chairman, Sumner County
Board of Education

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of the City of White House, Tennessee, and is authorized by the city to execute this instrument on behalf of the city.

WITNESS my hand, at office, this ____ day of _____, 2013.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Del R. Phillips III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Director of Sumner County Schools for the Sumner County Board of Education, and is authorized by the Board of Education to execute this instrument on behalf of the Board of Education.

WITNESS my hand, at office, this ____ day of _____, 2013.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Don Long, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chairman of the Sumner County Board of Education, and is authorized by the Board of Education to execute this instrument on behalf of the Board of Education.

WITNESS my hand, at office, this _____ day of _____, 2013.

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description of Parcel A

Said tract of land being situated in the Eleventh Civil District of Robertson County, Tennessee, and being more particularly described as follows:

Beginning at a Sassafras, T. R. Cawthron's Northwest corner, runs thence South 6° East 187.5 poles to a stone in Andy Erwin's Line; thence, North 85-1/2° West 54.5 poles to a stone; thence North 3° East 67.4 poles to a stone, Byrum's corner; thence North 87° West 17.9 poles to a stone in Byrum's line; thence North 3° East 55.7 poles to a stone, Byrum's corner and William Burney's line; thence North 85-1/2° West 79.4 poles to a stone; thence North 4° East with Ed Warren's line 26.4 poles to a stone, said Warren's corner; thence East 24 poles to a stone, F. H. Corder's corner; thence North 2-1/2° West 39 poles to a stone; thence North 80-1/2° East 83.4 poles to a stone; thence South 34° East 32 poles to the beginning, containing 93.8 acres, more or less, however, there is included in the above description and expressly excluded therefrom all real estate that Carman Warren and Zula Warren that was situated South of Highway 76.

Being the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.

Less and except the following tract:

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

Beginning at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

EXHIBIT "B"

Legal Description of Parcel B

Land in the 11th Civil District of Robertson County, Tennessee, a portion of property conveyed in Deed Book 178, Page 289; and Deed Book 341, Page 365, Register's Office, Robertson County, Tennessee, a portion of Parcel 2.00 on Tax Map 107, Assessor's Office, Robertson County, Tennessee, and being further described as follows:

Beginning at an iron pin new (1/2" rebar), the most southwest corner of this tract, said point lies N 08°26'38" E a distance of 10.22 feet from an iron pin old (1/2" rebar), a corner to Thomas E. Byrum Jr. (Deed Book 195, Page 246), and the southeast corner of Byrum Family Partners (Record Book 1537, Page 745); thence, from said **beginning point**, N 08°26'38" E a distance of 650.72 feet to an iron pin new (1/2" rebar) in the line of Byrum Family Partners; thence, with a new line for the next seven calls as follows: S 81°48'34" E a distance of 221.14 feet to an iron pin new (1/2" rebar); thence, N 10°03'44" E a distance of 26.46 feet to an iron pin new (1/2" rebar); thence, S 79°18'12" E a distance of 42.02 feet to a PK nail (new); thence, S 01°03'43" E a distance of 24.71 feet to a PK nail (new); thence, S 81°54'54" E a distance of 177.53 feet to an iron pin new (1/2" rebar); thence, S 09°17'39" W a distance of 651.62 feet to an iron pin new (1/2" rebar); thence, N 81°46'40" W a distance of 435.82 feet to the point of beginning, containing **6.61 acres** according to a survey by Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated September 11, 2013.

Being part of the same property conveyed by Notice of Limitation of Use as recorded on the 26th day of October, 1995 in Deed Book 341, Page 365 and Final Order as recorded on the 24th day of October, 1974 in Deed Book 178, Page 289, in the Register's Office of Robertson County, Tennessee.