

4784

This Instrument was Prepared By: Gail F. Pigg, Attorney  
916 J. C. Bradford Building  
Nashville, Tennessee

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*472 Rev 28*

ADDRESS NEW OWNERS AS FOLLOWS: SEND TAX BILLS TO: MAP & PARCEL NO.:

River Plantation (Section Three)

- a condominium SAME

C/O Haurly and Smith Contractors

Inc.

2033 Richard Jones Road  
Nashville, Tennessee 37215

JAN 31 1974 MISC A\* 92:00 \* 92:00

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF  
RIVER PLANTATION (SECTION THREE)

THIS MASTER DEED is made this 17<sup>th</sup> day of January,  
1974, by HAURLY & SMITH CONTRACTORS, INC., (herein called "DEVELOPER"),  
for itself, its successors or assigns, wherein the Developer makes  
the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the  
land described in Schedule "A" attached hereto and made a part hereof,  
(sometimes referred to herein as "Tract A"), and the improvements  
thereon to the regime established by Chapter 27 of Title 64. of Tenn-  
essee Code Annotated, thereby establishing a horizontal property  
regime; reserving for the Developer, however, perpetual easements  
in the land for the purpose of using the land area of the property  
in conjunction with the adjoining acreage described in Schedule "B"  
hereto (sometimes referred to as "Tract B"), if and when acquired  
by Developer, to satisfy existing or future zoning law requirements  
relating to the ratio of land or lot area to family units and for  
the other purposes hereinafter stated.

2. NAME AND ADDRESS. The name by which this horizontal  
property regime is to be identified is RIVER PLANTATION (SECTION  
THREE), a condominium, and its address is 8300 Sawyer Brown Road,  
Bellevue, Davidson County, Tennessee.

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3. SUBMISSION OF THE PROPERTY. The Developer hereby submits "Tract A" together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 64 Tennessee Code Annotated, hereby establishing a horizontal property regime which "Tract A" is shown on a plan recorded in Book 4675, Pages 75, 76, 77, in the Register's Office for Davidson County, Tennessee; provided, however, easements are hereby reserved in Tract "A" by the Developer for the benefit of "Tract B" for the following purposes and uses: (i) an easement is reserved in the land of "Tract A," exclusive of the buildings, to use the land area of "Tract A" in conjunction with only "Tract B" to satisfy existing or future zoning law requirements, relating to the ratio of land or lot area to family units, when the adjacent land described in Schedule "B" hereto is developed, should Developer choose to develop such adjacent land; (ii) easements are hereby reserved in "Tract A" for the benefit of the owners of River Plantation (Section One), a horizontal property regime, established by Developer, as recorded in Book 4562, page 474, Register's Office for Davidson County, Tennessee, and as shown on a plan recorded in Book 4460, page 59, said Register's Office, and for the benefit of the owners of River Plantation (Section Two), a horizontal property regime, established by Developer, as recorded in Book 4661, page 334, said Register's Office and as shown on a plan recorded in Book 4460, at pages 136 and 137, said Register's Office for driveways, yards, swimming pool, outdoor recreational facilities, public utility service facilities, and parking areas located on Tract A; (iii) easements are hereby reserved in "Tract A" for the benefit of the owners of apartments in horizontal property regimes which may be established by the Developer on "Tract B" which easements shall be for use by the occupants of apartments in the condominium buildings which may be constructed on "Tract B," if such buildings are constructed, for driveways, public utility service facilities and parking areas

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located on "Tract A" at the time any horizontal property regime is established on "Tract B." (iv) an easement is reserved for the Developer to use the land of "Tract A" in conjunction with River Plantation (Sections One and Two), to relocate, expand, modify, reduce, or extend existing driveways, parking areas, and yard, and to construct, expand, enlarge or relocate sewers, utility lines, or service connections in order to serve the existing buildings of said section and in order to properly maintain and repair the buildings located therein; (v) and the Developer shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing buildings with their co-owners or tenants along with other buildings which may be constructed on "Tract B" and their co-owners or tenants and which have already been constructed in River Plantation (Sections One and Two. The unrestricted rights reserved by Developer in this paragraph shall be assignable by it, and the provisions hereof are expanded upon and further explained in the By-laws applicable hereto and are made a part hereof by reference.

4. LAND INCLUDED IN PROPERTY. The Land included in the property consists of the land described in Schedule "A" hereto, which is made a part hereof by reference. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDINGS. The buildings, which have not been constructed but are expected to be substantially completed on or about the 1st day of December, 1974, will have two (2) structural stories, including the ground floor, and each building will be of "Townhouse" design, and will be known as "Townhouse Apartments," except that on the two extremities of the buildings there will be

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one (1) story "Cottage Apartments", there will be a total of a  
 seventeen (17) apartment buildings, as shown on the recorded plan,  
 with the number of square feet per building shown on such Plan.  
 And the total square footage for all apartments being 183,494  
 square feet; and each apartment shown thereon as having a double  
 carport, storage area and a patio (or terrace). The number of  
 such apartments shall be 112, and their number per building is  
 shown on said Plan. A "Club House" and a swimming pool are shown  
 on said Plan; and a children's play ground, two tennis courts,  
 lawns, drives, open parking areas and sidewalks are not shown on  
 said Plan but are to be constructed on Tract "A".  
 The buildings will be of concrete block foundations and a wood  
 frame construction with different variations of veneer (brick, siding,  
 clapboard, tudor style, shingles, etc.) on the front of each  
 apartment and the rear of each apartment will have some variations.  
 The siding on the (but not brick veneer) first floor floors are  
 3,000 pound reinforced concrete slabs, and second floors are wood  
 joist and dry wall construction. Exterior walls  
 will generally be dry wall and wood frame construction, but some  
 walls will be paneling and wood frame construction. The interior  
 walls of each apartment will have clear space in between, while  
 the exterior walls will have 2 1/4 inch semi-thick fiberglass  
 batt insulation and the walls between apartments will be  
 double walls each 4 inches with a one (1) inch clear space  
 between and each such wall shall be insulated with a full thick  
 fiberglass batt at least on one side of the wall shall also  
 have a one-half inch felt sound board under the dry wall. The  
 apartments are centrally gas heated and electrically air con-  
 ditioned with individual controls in each apartment. Each apartment  
 will have an individual 40-gallon gas water heater.

RECORDER'S MEMO:  
 Legality of Writing, Typing or Printing in This  
 Document Unsatisfactory When Received.

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6. APARTMENTS. The said Plat shows a list of all apartments in the buildings, their respective apartment numbers, property identification numbers, (map and parcel), locations and approximate areas.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall or paneling of the walls facing the exterior of the building to the apartment side of the dry-wall or paneling of the wall and partition separating such apartment from corridors, stairs, incinerators and other mechanical equipment spaces (if any) and, where walls and partitions separate such apartment from other apartments, to the side of the dry-wall or paneling of such walls and partitions facing such apartment. Where dry-wall or paneling separates one room in an apartment from another such room from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between the first floor and its ceiling, in the townhouse and cottage apartments; and in the townhouse apartments, that space on the second floor between the top of the second floor and the underside of the second floor ceiling.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the apartments and including, without limitation, the following:

- (a) The Land
- (b) All foundations, columns, girders, beams and supports
- (c) All roofs; all exterior walls of the building not including the portions thereof on the apartment side of the dry-wall or paneling of such walls; and the portions between the apartment sides of walls and partitions between apartments, and the portions between room walls where walls are within apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or un

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finished surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile wax, repair or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows, and doors bounding his apartment.

(d) Any halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.

(e) All yards, gardens, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas which will be common elements in common, and the club house, picnic area, children's playground, tennis courts and sidewalks.

(f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to apartments.

(g) All compartments or installations of central services such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment and all other mechanical installations and appurtenances thereto and space therefor whether located in common areas or in apartments.

(h) All tanks, pumps, motors, fans, compressors, air handling units and control equipment.

(i) All maids' rooms, locker rooms, laundry rooms, and storage spaces which are not in apartments.

(j) All sewer pipes.

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(k) All office space.

(l) All terraces or patios provided, however, that each co-owner whose apartment has sole access to a terrace shall have an easement for the exclusive use thereof, and each such terrace shall be limited common element restricted to the sole use of the co-owner whose apartment has sole access thereto.

(m) Party wall (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, an apartment, any adjoining apartment, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation of eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENTS. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be

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subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. (The Board of Managers shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.)

12. SALES AND LEASES. No co-owner other than the Developer may sell or lease his apartment unit or any interest therein, except by complying with the following provisions:

Any co-owner who receives a bona fide offer for the sale of his apartment together with: (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such co-owner in any apartments theretofore acquired by the Board of Managers, or its designee on behalf of all co-owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such co-owner in any other assets of the condominium, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his apartment, (hereinafter called an "Outside Offer") which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such apartment, together with the appurtenant interests, or to lease such apartments, to the Board of Managers, or its designee, corporation or otherwise on behalf of the Council of co-owners on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the co-owner who has received such offer to the Board of Managers, on behalf of the other co-owners, that such co-owner believes the outside offer to be bona fide in all respects. Within thirty (30) days after



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receipt of such notice, the Board of Managers may elect, by notice to such co-owner, to purchase such apartment, together with the appurtenant interests or to lease such apartment, as the case may be (or to cause the same to be purchased or leased by its designee, corporation or otherwise), on behalf of the council of Co-owners on the same terms and conditions as contained in the outside offer and as stated in the notice from the offering co-owner. In the event the Board of Managers shall elect to purchase such apartment, together with the appurtenant interests, or to lease such apartment, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the attorneys designated by the Board of Managers in such notice forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the co-owner, if such apartment together with the appurtenant interests is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of the Council of co-owners, by deed in a form satisfactory to the attorneys for the Board of Managers. In the event such apartment is to be leased, the offering apartment owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering co-owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such apartment, on the terms and conditions contained in such outside offer. No merger of title shall result. In the event the Board of Managers or its designee shall fail to accept such offer within thirty (30) days as aforesaid, the offering co-owner shall be free to contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the outside offeror, on the terms and conditions set forth in the notice from the offering co-owner to the Board of Managers of such outside offer. Any such deed to an outside

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offeror shall provide that the acceptance thereof by the grantee shall be on the then current form by deed in use for conveyancing condominium apartments by the Board of Managers and shall constitute an assumption of the provisions of the Master Deed, the By-laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the Master Deed and the By-laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall neither sublet the demised premises or any part thereof, nor assign the lease thereto, without the prior consent in writing of the Board of Managers and that the Board of Managers shall have power to terminate such lease and/or to bring appropriate legal proceedings to evict the tenant in the name of the Landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease, approved in writing by the Board of Managers. In the event the offering co-owner shall not, within such sixty (60) day period, contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, to the outside offeror on the terms and conditions contained in the outside offer, or if the co-owner shall so contract to sell or lease his apartment within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offeror thereafter elect to sell such apartment, together with the appurtenant interest, or to lease such apartment, as the case may be, to the same or another outside offeror on the same terms and conditions, the offering co-owner shall be required again to comply with all of the terms and provisions of this Section 12 of this Master Deed. Any purported sale or lease of an apartment in violation of this section shall be

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voidable at the election of the Board of Managers.

11. The Board of Managers may release or waive the performance of all, any one or more of the requirements of this Section 12, with respect to any one or more single transactions, but such release or waiver of any or all of the provisions of this Section 12 shall not constitute a release or waiver of the requirements of this section with respect to any other transactions whether relating to the same or other apartments.

A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 12 of this Master Deed have been met by a co-owner or have been duly waived by the Board of Managers and that the right of the Board of Managers thereunder, have terminated, with respect to a specific transaction, shall be conclusive upon the Board of Managers and the Council of Resowners in favor of all persons who rely thereon in good faith in connection with the specific transaction named. Such certificate shall be furnished to any co-owner who has in fact complied with the provisions of Section 12 of the Master Deed or in respect to whom the provisions of such section have been waived, upon request.

12. The provisions of this Section 12 shall not apply with respect to any sale or conveyance by a co-owner of his apartment, together with the appurtenant interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them or to an apartment owned by the Developer or to the acquisition or sales of an apartment, together with the appurtenant interests, by a mortgagee therein authorized who shall acquire title to such apartment by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchase of such apartment from such mortgagee or at a foreclosure or judicial sale by one other than a mortgagee.

13. Any co-owner shall be free to convey or transfer his apartment by gift, or to devise his apartment by Will, and it may pass by intestate succession, subject to the terms hereof.

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13. APARTMENTS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of apartments shall be subject to and shall comply with the provisions of this Master Deed and any restrictions or rules in the By-laws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer shall be incorporated and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed and such By-law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

14. APARTMENTS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-laws and Rules and Regulations appended thereto and recorded herewith, pursuant to Tennessee Code Annotated §64-2711, as they may be amended from time to time. The Acceptance of a deed of conveyance, devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said By-laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

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15. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least seventy percent (70%) of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee, provided, however, that the provisions of this Master Deed and the By-Laws which relate to future development of "Tract B" and the provisions relating thereto may not be amended or modified without the consent of the owner of, or co-owners representing at least seventy percent (70%) of the total then existing apartments in any horizontal property regime declared or subjected upon any section developed upon "Tract B", as well as co-owners representing at least sixty percent (60%) of the total apartments of River Plantation, Section One, as recorded in Book 4562, page 474, Register's Office for Davidson County, Tennessee, and Section Two as recorded in Book 4661, page 334, of said Register's Office.

16. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

17. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe the scope of this Master Deed nor the intent of any provision herein.

18. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, The Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 17 day of January, 1974.

HAURY & SMITH CONTRACTORS, INC.  
BY: *Reece L. Smith, Jr.*  
REECE L. SMITH, JR., PRESIDENT

ATTEST BY:  
*John Plummer*  
JOHN PLUMMER, VICE-PRESIDENT

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, REESE L. SMITH, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of HAURY & SMITH CONTRACTORS, INC., the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Nashville, Tennessee,

this 17 day of January, 1974.



*Reese L. Smith, Jr.*  
NOTARY PUBLIC

COMMISSION EXPIRES: 4/27/77

C40313

IDENTIF. REFERENCE

JAN 31 8 45 AM '74

FEIN. Z. & H. CONT. REGISTER  
DAVIDSON COUNTY TENN.

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# 4784

EXHIBIT "A"  
LEGAL DESCRIPTION  
OF TRACT A

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A tract of land located in the 9th Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a concrete monument in the extreme northeasterly corner of the herein described tract, being in the southerly right-of-way of U.S. 70, in the westerly property line of the C. M. Jones property, and proceeding as follows:

1. Leaving said right-of-way and with the westerly line of the C. M. Jones property, South  $5^{\circ}29'$  West a distance of 330.68' to a concrete monument; thence,
2. With the westerly line of Knollwood as recorded in book 4175, page 41 R.O.D.C., South  $4^{\circ}28'30''$  West a distance of 1835.06' to a monument; thence,
3. With the westerly line of Doral Country Estates, Section 1 as recorded in book 4300, page 155, R.O.D.C., South  $00^{\circ}22'09''$  East a distance of 877.83' to a concrete monument, said monument being in the northerly right-of-way of Todd Preis Drive having a right-of-way width of 60'; thence,
4. South  $00^{\circ}29'52''$  East a distance of 305.87' to a concrete monument, passing through a concrete monument in the southerly right-of-way of Todd Preis Drive at a distance of 66.75'; thence,
5. With the southerly property line of the Zeitlin property, South  $48^{\circ}16'$  East a distance of 109.49' to a concrete monument; thence,
6. With the westerly boundary of the Harpeth Estates, Section 2, as recorded in book 4175, page 23, R.O.D.C., South  $39^{\circ}39'44''$  West a distance of 143.67' to a concrete monument, said monument being in the northerly right-of-way of the George Gaines Road recorded in said subdivision; thence,
7. South  $3^{\circ}49'$  West a distance of 17.64' to a concrete monument; thence,
8. South  $5^{\circ}48'$  West a distance of 42.83' to a concrete monument in the southerly right-of-way of said George Gaines Road; thence,
9. With the westerly line of Harpeth Estates, Section 5, as recorded in Book 4595, page 37, R.O.D.C., South  $39^{\circ}23'40''$  West a distance of 156.21' to a concrete monument, said monument being in the northerly right-of-way line of the L & N Railroad; thence,
10. With said right-of-way, North  $53^{\circ}23'45''$  West a distance of 805.06' to a concrete monument in the westerly right-of-way line of Sawyer Brown Road (an 80' right-of-way width), passing through a concrete monument in the easterly right-of-way line of said road at a distance of 725.06'; thence,
11. Leaving said right-of-way and with the westerly right-of-way of Sawyer Brown Road, North  $36^{\circ}37'$  East a distance of 178.18' to a concrete monument; thence,
12. With a curve to the left having a radius of 1939.14' a distance of 522.33' to a concrete monument; thence,
13. Crossing Sawyer Brown Road, South  $68^{\circ}49'$  East a distance of 80.0' to a concrete monument in the easterly right-of-way line of said road; thence,
14. With a curve to the left having a radius of 2019.14' a distance of 588.52' to a concrete monument, thence,

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EXHIBIT A - Tract A (continued)

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15. North  $4^{\circ}29'$  East a distance of 540.0' to a concrete monument; thence,
16. With a curve to the right having a radius of 1935.28' a distance of 448.67' to a concrete monument; thence,
17. North  $20^{\circ}00'$  East a distance of 256.89' to a concrete monument; thence,
18. With a radius turnout curve to the right with a radius of 100.0' a distance of 117.07' to the point of beginning and containing 20.343 acres, more or less, as per survey by Turner Engineering Company, dated May 10, 1973.

Included within the above description are certain roadway easements, public utility easements, and drainage easements as shown on the plat as recorded in book 4460, page 200, R.O.D.C.

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EXHIBIT "B"  
LEGAL DESCRIPTION  
OF TRACT B

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TRACT I:

Remaining portion of Tract I, Sections 1, 2, 3, Davis Tract and South Central Bell Tract not included.

A tract of land located in the Ninth Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a concrete monument in the west right-of-way line of Sawyer Brown Road at its intersection with the north right-of-way of the L & N RAILROAD, said monument being in the extreme southwest corner of River Plantation, Section 3, as recorded in Book 4460, page 200, R.O.D.C., said monument also being North 53°23'45" West a distance of 805.06' along the north right-of-way of the L & N Railroad from a concrete monument in the extreme southeast corner of River Plantation, Section 3, and being in the southwest corner of a lot in Harpeth Estates, Section 5, as recorded in Book 4595, page 37, R.O.D.C. and proceeding as follows:

1. With the north right-of-way of the L & N Railroad, North 53°23'45" West a distance of 552.38' to a point; thence,
2. With a curve to the left having a radius of 2890.0' a distance of 1048.31' to a point, said point being in the westerly easement of a TVA transmission line having an easement width of 250 feet; thence,
3. With the westerly easement line of said TVA transmission line, North 34°05' West a distance of 771.96' to a point; thence,
4. North 17°36'30" East a distance of 412.61' to a point; thence,
5. North 39°43'30" East a distance of 361.55' to an iron pin; thence,
6. North 74°19' East a distance of 361.04' to an iron pin; thence,
7. South 87°23' East a distance of 430' to a point; thence,
8. South 86°49' East a distance of 200' to a point; thence,
9. South 85°06' East a distance of 37.10' to a concrete monument as shown on the recorded plat of River Plantation, Section 2, Book 4460, page 80; thence,
10. With the boundary of River Plantation, Section 2, South 4°54' West a distance of 66.04' to a concrete monument; thence,
11. South 56°20' West a distance of 206.01' to a concrete monument; thence
12. South 43°53' West a distance of 395.08' to a concrete monument; thence,
13. South 46°07' East a distance of 485.31' to a point on manhole cover; thence,
14. South 34°14' East a distance of 413.57' to a point on manhole cover; thence,
15. South 66°27' East a distance of 304.36' to a concrete monument; thence,
16. South 38°45' East a distance of 194.23' to a concrete monument; thence,
17. South 66°54' East a distance of 211.31' to a concrete monument; thence,
18. South 48°15' East a distance of 100.06' to a concrete monument; said monument being in the westerly right-of-way of Sawyer Brown Road, being shown and recorded on River Plantation, Section 2, Book 4460, page 80, R.O.D.C. and also shown and recorded on River Plantation, Section 3, Book 4460, page 200, R.O.D.C.; thence,

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EXHIBIT B - Tract I (Continued)

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- 19. With the west right-of-way of Sawyer Brown Road and with a curve to the right having a radius of 1939.14' a distance of 522.33' to a concrete monument; thence,
- 20. South 36°37' West a distance of 178.18' to the point of beginning and containing 46.429 acres, more or less, as per survey by Turner Engineering Company, dated January 9, 1974.

Within the above described tract, but excluded are the J. C. Davis Tract containing 0.187 of an acre; a rectangular tract 50' x 87' owned by the Harpeth Valley Utility District containing one-tenth of an acre, more or less; a cemetery containing .279 of an acre, more or less; a tract of land owned by South Central Bell containing 1.81 of an acre as recorded in Book 4673, page 6, R.O.D.C. and numerous easements granted to the Harpeth Valley Utility District and a TVA transmission line along the westerly boundary of the herein described tract having a right-of-way width of 250 feet.

TRACT II:

Being triangular in shape and described as follows:

BEGINNING at a point in the Northerly boundary of the L & N Railroad right-of-way, in the center of Big Harpeth River; thence with said right-of-way, Westerly 240 feet to a point in M. A. Petty's property; thence with the same, North 3°55' East 382.98 feet to a point in Big Harpeth River; thence with the meanderings of said river, Southerly 460 feet more or less to the point of beginning, containing 1.064 acres, more or less.

TRACT III:

BEGINNING at a point in the Southerly margin of the L & N Railroad, right-of-way, at the Northeast corner of the tract herein described; being the Westerly boundary of Harpeth Estates, Section Two, as of record in Book 4175, page 23; thence leaving said right-of-way, South 4°57' West 393.20 feet to an iron pin; thence South 84°37' East 357.46 feet to a corner post; thence South 36°10' East 118.68 feet to a corner stone; thence South 4°07' 30" West 479.80 feet to a corner stone; thence North 84°11' West 2881.32 feet to an iron pin; thence Westerly 18 feet more or less to the Easterly bank of Big Harpeth River; thence with the same, Northerly 550 feet more or less to a point; thence Westerly 37.5 feet to a point in the center of Big Harpeth River; thence with the same, Northerly 1580 feet more or less to the Southerly right-of-way of the L & N Railroad; thence with the same, Easterly 80 feet (+ -) to an iron pin; continuing with said right-of-way, along a curve, Southwesterly 1398.21 feet to a point; thence South 53°23' 45" East 1488.28 feet to the point of beginning, containing 104.237 acres, more or less.