

This Instrument Prepared By:

Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, Tennessee 37201

NEW OWNER(S) ADDRESS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
RIVER PLANTATION, SECTION ELEVEN, PHASE I, A Condominium	SAME	Map
c/o HAURY & SMITH CONTRACTORS, INC.		Parcel
2033 Richard Jones Road		
Nashville, Tennessee 37215		4782 14/01 0101 03CHECK 176-00

BOOK 10628-661

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
RIVER PLANTATION, SECTION ELEVEN, PHASE ONE

THIS MASTER DEED is made this 1st day of October, 1997, by HAURY & 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 Exhibit "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 66 of Tennessee Code Annotation, 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 Exhibit "B" hereto (sometimes referred to as "TRACT B") 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 ELEVEN, PHASE I, a condominium, and it is located on Sawyer Brown Road, Bellevue, Davidson County, Tennessee.

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 66 Tennessee Code Annotated, hereby establishing a Horizontal Property Regime which "TRACT A" is shown on plan recorded in Book 9700, pages 481 and 482, 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 areas of "TRACT A" in conjunction with "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) a certain portion of adjacent land has been designated as common area to serve RIVER PLANTATION, Section Eight, Phase I and Phase II and the proposed Sections 9, 10 and 11. Said land designated as such common area consists of two separate tracts. One tract is comprised of approximately ~~2.39~~ acres and one tract is comprised of approximately 33.265 acres. Said properties are more fully described on Schedule "C" attached hereto. The aforesaid common area has been or will be conveyed to an incorporated homeowner's association (Umbrella Association) which membership will consist exclusively of owners of houses and condominium units in RIVER PLANTATION, Sections Eight, Phase I and II, Sections 9, 10 and 11. Each member of this regime dedicated by this Master Deed will pay a prorata share of the cost of maintaining the common area of the Umbrella Association and will also be entitled to the use and benefit of said common area, subject to such rules and regulations as are then established by the DEVELOPER and the Homeowners Association. No improvements may be built on either tract of land as one tract is within an area designated as a floodplain and the other is encumbered by a TVA transmission line and easement.

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4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Exhibit "A" hereto, which is made a part hereof by reference. Said land will sometimes be referred to as the "Property" or RIVER PLANTATION, Section Eleven, Phase I. The fee simple absolute title in such land is hereby vested in the Horizontal Property Regime hereby established. However, it is the intention of DEVELOPER to annex into this regime that property described as "TRACT B" on the exhibits attached hereto, to be known as RIVER PLANTATION, Section Eleven, proposed as Phase II thru Phase V. Said annexation will occur within sixty (60) months of the closing of the first unit in Section Eleven, Phase I, and the land described on Exhibit "B" will be annexed as, and become a part of, the regime herewith dedicated. An appropriate deed dedicating said land as a part of this Horizontal Regime will be executed and recorded within said designated period of time. The annexation may not occur as one phase, but as several sections to be annexed one phase at a time.

5. THE BUILDINGS. The buildings of Phase I, which have not been constructed but are expected to be substantially completed on or about the 1st day of November, 1998, are expected to be of two (2) different types--cottages and townhouses--and in each case only two (2) units to the building. There will be a total of ten (10) apartment buildings in Section Eleven, Phase I, consisting of a proposed combination of townhouses and cottages or all cottages. The townhouse design, if constructed will be of two (2) structural stories. The square footage for the units is reflected on the Plan of record in Book 9700, pages 481 and 482, Register's Office for Davidson County, Tennessee, and each apartment shown thereon is expected to have a double carport, storage area and a patio (or terrace). A "Club House" and swimming pool will be constructed on a future Phase, but when completed will be annexed as a part of the regime (the area to be annexed) being TRACT B hereto attached. The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, lapped siding, etc.) on the front of each apartment and the rear of each

apartment will have some variations of siding upon it (but not brick veneer). First floor floors are three thousand (3,000) pound reinforced concrete slab, and the second floor structure is of wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 3 1/2 inch (full-thick) batt insulation and the walls between apartments will be double walls (each 4 inches) with one (1) inch clear space in between and each such wall shall be insulated with full batt insulation. The apartments are centrally heated by a gas-fired system and the apartments are electrically air-conditioned with individual controls in each apartment. Each apartment will have an individual gas-fired water heater.

6. APARTMENTS. The said Plat shows the location and anticipated number of square feet of all apartments in the buildings and their respective apartment numbers. At the time of annexation of Phase II or other sections comprising Tract "B", a plat showing the additional units for Phase II or each section, will be recorded. Phase I is expected to consist of twenty (20) units and the remaining Phases are expected to consist of one hundred fourteen (114) units for an expected total of one hundred thirty-four (134) units in Section Eleven. The DEVELOPER reserves the right to modify the number as necessitated by utility supply, topography, or other site restrictions.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall of the walls facing the exterior of the building to the apartment side of the dry-wall 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 of such walls and partitions facing such apartment; where dry-wall 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 and, in the carport, that space between the concrete floor and the underside of the roof.

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

9. COMMON ELEMENTS AND LIMITED 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 buildings not including the portions thereof on the apartment side of the dry-wall of such walls; and the portions between the apartment sides of walls and partitions between apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished 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, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his apartment and at his expense.
- (d) Any 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 and

sidewalks.

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(f) All storage spaces not restricted to use by particular apartments.

(g) All tanks, pumps, motors, fans, compressors, air handling units and control equipment, and any system for central services.

(h) All sewer pipes (excluding pipes defined as limited common elements).

(i) All office space.

(j) Limited common elements are defined as those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments. All terraces, porches, gas grills, if applicable, carports, storage spaces, stoops, which serve individual apartments are limited common elements for the exclusive use of the sole co-owner whose apartment they serve. All utility pipes, i.e. plumbing inside walls of a building which serve one unit only are limited common elements. Party walls (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

(k) The interest of each co-owner in the common elements is presently an equal 1/20 undivided interest. However, upon annexation of each Phase, the interest of each co-owner will change and with the final Phase will be an equal (1/134th) undivided interest (unless a different number is constructed, in accordance with Paragraph 6).

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 or eminent domain proceedings, and then result, ^{BOOK 10628-667}
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 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 which service such other apartments and
are 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. 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.

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13. 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 provision of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotation, §66-27-111, et. seq., 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.

14. AMENDMENT. this Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total then existing apartments in the Horizontal Property Regime, which deed shall be recorded in the Register's Office for Davidson County, Tennessee.

15. 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.

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

17. 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.

18. ANNEXATION. On or before sixty (60) months from date of closing of the first unit in this regime, the property comprising "TRACT B", described on Exhibit "B" hereto attached, will be annexed as a part of RIVER PLANTATION, Section Eleven. The total number of units to be located on the land dedicated as Section Eleven, including all Phases, RIVER PLANTATION, is anticipated to be one hundred thirty four (134). Phase I consists of twenty (20) units and the remaining Phases are anticipated to consist of one hundred fourteen (114) units. However, with the annexation of all Phases, all units will constitute one regime, with each unit owner owning a 1/134th undivided interest in the total common elements of Section Eleven. It is expressly understood that no individual phase boundary will be established by annexation but such phase or section will become a part of Section Eleven. Within sixty (60) months from date of closing of the first unit in this regime, any or all Phases may be annexed as a part of Section Eleven without approval of any co-owner. After sixty (60) months from date of closing of the first unit in this regime, such annexation, if not previously consummated, will require the approval of a majority of the co-owners of Phases then existing.

19. REQUIREMENTS OF METROPOLITAN GOVERNMENT CONCERNING OPEN SPACE. Any common open space established by an adopted Final Master Development Plan for a planned unit development shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

Tract "A"

EXHIBIT "A"

BOOK 10628rc671

**PROPERTY DESCRIPTION
RIVER PLANTATION
SECTION XI - PHASE I**

A tract of land in the Second Civil District, 35th Councilmanic District of Davidson County, Tennessee, being Section XI, Phase I on the unrecorded plat of River Plantation, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

BEGINNING on the southerly right-of-way line of Sawyer Brown Road (an 80-foot wide road) said point is northwestwardly 866.55 feet from the radius turn-out monument at Old Harding Pike as measured along the southerly right-of-way line of said road and proceeding as follows:

1. Leaving the southerly right-of-way line of Sawyer Brown Road, South 12°41'11" West; 141.90 feet; thence,
2. North 78°36'25" West, 32.41 feet; thence,
3. South 47°32'58" West, 39.51 feet; thence,
4. North 42°27'02" West, 13.29 feet; thence,
5. North 80°54'03" West, 112.89 feet; thence,
6. South 89°05'00" West, 235.15 feet; thence,
7. North 63°53'45" West, 37.41 feet; thence,
8. South 38°12'13" West, 93.25 feet; thence,
9. South 51°48'16" East, 53.05 feet; thence,
10. South 38°12'13" West, 138.51 feet; thence,
11. With the common phase line between Section X, Phase III, as of record in Plat Book 9700, Page 368, R.O.D.C., Tennessee and this tract North 49°31'20" West 207.83 feet; thence,
12. North 36°06'07" East, 50.15 feet; thence,
13. North 49°31'20" West, 73.60 feet; thence,
14. Leaving Section X, Phase IIE, and with the common property line of Section X, Phase IIA, as of record in Plat Book 7900, Page 957, R.O.D.C., Tennessee and this tract North 07°30'59" East, 141.16 feet to the southerly right-of-way line of Sawyer Brown Road; thence,
15. Southeastwardly with a 693.00-foot radius curve to the left for a length of 102.00 feet, having a central angle of 08°26'01" and a chord bearing and distance of South 86°42'00" East, 101.91 feet; thence,
16. North 89°05'00" East, 358.61 feet; thence,
17. Southeastwardly with a 1225.00-foot radius curve to the right for a length of 290.84 feet, having a central angle of 13°36'11" and a chord bearing and distance of South 84°06'54" East, 290.16 feet to the point of beginning and containing 3.422 acres more or less.

Included in the above description are various water line, sewer line and public utility and drainage easements, all as shown on the plat that is to be recorded.

EXHIBIT "B"

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**PROPERTY DESCRIPTION
RIVER PLANTATION
SECTION XI - REMAINDER**

A tract of land in the Second Civil District, 35th Councilmanic District of Davidson County, Tennessee, being the remainder of Section XI, on the unrecorded plat of River Plantation, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

BEGINNING on the southerly right-of-way line of Sawyer Brown Road (an 80-foot wide road) said point is northwestwardly 866.55 feet from the radius turn-out monument at Old Harding Pike as measured along the southerly right-of-way line of said road and proceeding as follows:

1. With the southerly right-of-way line of Sawyer Brown Road, Southeastwardly with a 1225.00-foot radius curve to the right for a length of 320.33 feet, having a central angle of $14^{\circ}58'57''$ and a chord bearing of South $69^{\circ}49'20''$ East, 319.42 feet; thence,
2. South $62^{\circ}19'51''$ East, 484.38 feet; thence,
3. Southeastwardly with a 1501.00-foot radius curve to the right for a length of 45.40 feet, having a central angle of $01^{\circ}43'59''$ and a chord bearing and distance of South $61^{\circ}27'52''$ East, 45.40 feet; thence,
4. Southeastwardly with a 25.00-foot radius return curve for Old Harding Pike (a XX-foot wide road) to the right for a length of 37.65 feet, having a central angle of $86^{\circ}16'55''$ and a chord bearing of South $17^{\circ}27'25''$ East, 34.19 feet; thence,
5. Leaving the westerly right-of-way line of Old Harding Pike North $63^{\circ}41'47''$ West, 150.76 feet; thence,
6. South $22^{\circ}17'20''$ West, 732.86 feet; thence,
7. North $65^{\circ}19'55''$ West, 86.48 feet; thence,
8. South $29^{\circ}51'45''$ West, 150.00 feet; thence,
9. North $59^{\circ}31'12''$ West, 207.46 feet; thence,
10. South $21^{\circ}10'30''$ East, 35.11 feet; thence,
11. South $07^{\circ}50'49''$ West 156.83 feet to the witness line for the Harpeth River, in all 242 feet more or less to the centerline of said river; thence,
12. With the witness line North $63^{\circ}41'38''$ West, 481.07 feet; thence,
13. North $47^{\circ}50'17''$ West, 236.37 feet. Witness to the Harpeth River is South $42^{\circ}09'44''$ West, 115 feet more or less; thence,
14. Leaving said witness line and with the common property line of River Plantation - Section X, Phase IIE, as of record in Plat Book 7900, Page 368, R.O.D.C., Tennessee and this tract North $42^{\circ}09'44''$ East, 255.58 feet; thence,
15. South $47^{\circ}50'16''$ East, 22.47 feet; thence,
16. North $42^{\circ}09'44''$ East, 25.00 feet; thence,
17. Northwestwardly with a 25.00-foot radius curve to the right for a length of 39.25 feet, having a central angle of $90^{\circ}00'00''$ and a chord bearing and distance of North $02^{\circ}50'16''$ West, 35.36 feet; thence,
18. North $47^{\circ}50'16''$ West, 25.00 feet; thence,
19. North $42^{\circ}09'44''$ East, 96.44 feet; thence,

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20. North 49°31'20" West, 150.00 feet; thence,
21. North 73°22'44" West, 124.53 feet; thence,
22. North 49°31'20" West, 22.17 feet; thence,
23. North 38°12'13" East, 138.51 feet; thence,
24. North 51°48'16" West, 53.05 feet; thence,
25. North 38°12'13" East, 93.25 feet; thence,
26. South 63°53'45" East, 37.41 feet; thence,
27. North 89°05'00" East, 235.15 feet; thence
28. South 80°54'03" East, 112.89 feet; thence,
29. South 42°27'02" East, 13.29 feet; thence,
30. North 47°32'58" East, 39.51 feet; thence,
31. South 78°36'25" East, 32.41 feet; thence
32. North 12°41'11" West, 141.90 feet; to the point of beginning and containing 22.058 acres
more or less.

SCHEDULE "C"

BOOK 10628 PG 674

PROPERTY DESCRIPTION OF COMMON AREA "A" (REVISED)

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee being a portion of the Open Common Area "A" on the Boundary Plat of River Plantation, as of record in Plat Book 6900, Page 397, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the southerly right-of-way line of C.S.X. Transportation (formerly L. & N. Railroad) that is 1385.76 feet northwest of the northwesterly right-of-way line of Old Harding Pike (a 60-foot wide road) and proceeding as follows:

1. From the point of beginning and leaving C.S.X. Transportation's southerly property line $S35^{\circ}28'22''W$, 310.23 feet to a point on the northerly right-of-way line of General George Patton Road (a 50-foot wide road); thence,
2. With a 913.85-foot radius curve to the left a length of 65.90 feet to a point; said curve has a chord bearing and distance of $N57^{\circ}28'38''W$, 65.89 feet; thence,
3. Leaving the northerly right-of-way line of said road and severing the Open Common Area "A" making a new line $N23^{\circ}04'46''E$, 85.77 feet to a point on a curve; thence,
4. With a 104.00-foot radius curve to the left a length of 101.34 feet to a point; said curve has a chord bearing and distance of $N04^{\circ}50'11''W$, 97.38 feet; thence,
5. $N32^{\circ}45'08''W$, 326.55 feet to a point on a curve; thence,
6. With a 74.79-foot radius curve to the left a length of 72.64 feet to a point; said curve has a chord bearing and distance of $N60^{\circ}34'27''W$, 69.81 feet; thence,
7. $N05^{\circ}26'12''E$, 58.17 feet to a point; thence,
8. $N84^{\circ}33'48''W$, 292.31 feet to a point on the easterly property line of River Plantation, Section 5, as of record in Plat Book 5200, Page 135, R.O.D.C., Tennessee; thence,
9. With said Section 5, $N04^{\circ}45'43''E$, 196.94 feet to a concrete monument set; thence,
10. With the southerly right-of-way line of C.S.X. Transportation, $S53^{\circ}25'04''E$, 465.17 feet to a concrete monument set; thence,
11. $S37^{\circ}22'28''W$, 15.09 feet to a concrete monument set; thence,
12. $S53^{\circ}25'04''E$, 438.18 feet to the point of beginning and containing 104,109 square feet or 2.390 acres, more or less.

This tract is subject to a 250-foot wide T.V.A. easement, as of record in Deed Book 2277, Page 619 and Deed Book 3028, Page 605, R.O.D.C., Tennessee.

PROPERTY DESCRIPTION
COMMON AREA "B"

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at a concrete monument set on the south boundary line of River Plantation, Section 6, as recorded in Plat Book 5200, page 347, R.O.D.C., Tennessee, that is N 84° 12' 38" E, 877.74 feet from the westerly right-of-way line of Sawyer Brown Road, an 80-foot road; thence,

1. With a line severing the property of Haury and Smith Contractors, Inc., as recorded in Deed Book 7074, page 493, R.O.D.C., Tennessee, S 27° 36' 00" E, 620.00 feet; thence,
2. S 33° 40' 24" E, 165.00 feet to a point; thence,
3. S 38° 46' 14" E, 165.00 feet to a point; thence,
4. S 44° 53' 37" E, 160.00 feet to a point; thence,
5. S 50° 21' 43" E, 145.00 feet to a point; thence,
6. S 57° 21' 07" E, 205.00 feet to a point; thence,
7. S 55° 57' 29" E, 235.00 feet to a point; thence,
8. S 53° 45' 55" E, 255.00 feet to a point; thence,
9. S 51° 37' 05" E, 295.00 feet to a point; thence,
10. S 47° 41' 02" E, 350.00 feet to a point; thence,
11. S 49° 45' 11" E, 230.00 feet to a point; thence,
12. S 52° 32' 59" E, 364.96 feet to a concrete monument set; thence,
13. With the westerly boundary line of Tract II, as recorded in Deed Book 7074, page 493, R.O.D.C., Tennessee, S 7° 50' 49" W, 30.00 feet to a concrete monument set, which is witness to the corner, the center of the Harpeth River at S 7° 50' 49" W, 85 feet, more or less; thence,
14. Along a witness line from said concrete monument set, N 63° 41' 38" W, 481.07 feet to a concrete monument set, witness to the center of the river at 100 feet southerly; thence,
15. N 47° 50' 17" W, 362.00 feet to a concrete monument set, witness to the center of the river at 100 feet southerly; thence,
16. N 46° 37' 00" W, 362.14 feet to a concrete monument set, witness to the center of the river at 80 feet southerly; thence,
17. N 62° 55' 59" W, 232.14 feet to a concrete monument set, witness to the center of the river at 70 feet southerly; thence,
18. N 80° 22' 29" W, 329.40 feet to a concrete monument set, witness to the center of the river at 70 feet southerly; thence,
19. N 87° 59' 46" W, 665.59 feet to a concrete monument set, witness to the center of the river at 60 feet southerly; thence,
20. N 30° 31' 59" W, 185.75 feet to a concrete monument set, witness to the center of the river at 70 feet southwesterly; thence,
21. N 20° 17' 45" W 364.37 feet to a concrete monument set, witness to the center of the river at 100 feet southwesterly; thence,
22. N 28° 52' 46" W, 202.77 feet to a concrete monument set, witness to the center of the river at 80 feet southwesterly; thence,

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23. N 23° 29' 17" W, 258.49 feet to a concrete monument set, witness to the center of the river at 85 feet southwestly; thence,
24. N 18° 19' 18" W, 251.09 feet to a concrete monument set, witness to the center of the river at 90 feet westerly; thence,
25. N 5° 42' 05" W, 236.59 feet to an existing concrete monument, witness to the center of the river at 80 feet westerly; thence,
26. With the southerly boundary line of River Plantation, Section 6, S 84° 12' 38" E, 455.00 feet to the point of beginning and containing 1,096,501 square feet or 25.172 acres more or less, as computed to the witness line.

The area between the witness line and the center of the Harpeth River contains 8.093 acres, more or less, as measured by planimeter. The total area of the hereindescribed tract is 33.265 acres, more or less.

Tract is a portion of the property of Baury and Smith Contractors, Inc., as recorded in Deed Book 7074, page 493, R.O.D.C., Tennessee. Tract is subject to a proposed 100-foot preservation area that is 100 feet northerly and easterly of, and parallel to, the northerly and easterly bank of the Harpeth River.

**PROPERTY DESCRIPTION OF
RIVER PLANTATION, SECTION XI**

A parcel of land in the Second Civil District of Metropolitan Nashville and Davidson County, Tennessee that is a part of the Haury and Smith Contractors, Inc. property of record in Book 7074, Page 493, R.O.D.C., Tennessee and being designated as River Plantation, Section XI; said parcel being more particularly described as follows:

Beginning at a point on the southwesterly return curve of the intersection of Sawyer Brown Road and Old Harding Pike; said point being the northeasterly corner of Lot 8, Phase I, Section VIII, River Plantation of record in Book 6900, Pages 475 and 476, R.O.D.C., Tennessee; thence,

1. Leaving said curve with the northerly and westerly property lines of said Section VIII, N 63° 41' 47" W, 150.76 feet; thence,
2. S 22° 17' 20" W, 732.86 feet to a point on the northerly property line of Charles W. Ashworth et ux of record in Book 8215, page 743, R.O.D.C., Tennessee; thence,
3. Leaving said Section VIII with the northerly and westerly property lines of said Ashworth, N 65° 19' 55" W, 86.48 feet; thence,
4. S 29° 51' 46" W, 150.00 feet to the northeasterly corner of Richard M. and Carla F. Hinson property of record in Book 8808, Page 122, R.O.D.C., Tennessee; thence,
5. Leaving said Ashworth property with the northerly and westerly property line of Hinson, N 59° 31' 12" W, 207.46 feet; thence,
6. S 21° 10' 30" E, 35.11 feet; thence,
7. S 07° 50' 49" W, 156.83 feet to a witness line, continuing 85 feet, more or less, a total distance of 242 feet, more or less to the centerline of the Harpeth River; thence,
8. Leaving the westerly property line of Hinson with said witness line that lies 85 to 105 feet right of the centerline of the Harpeth River, N 63° 41' 38" W, 481.07 feet; thence,
9. N 47° 50' 17" W, 217.74 feet; thence,
10. Leaving said witness line with a line severing Haury and Smith Contractors, Inc. property, N 42° 09' 43" E, 401.25 feet; thence,
11. N 49° 31' 20" W, 619.83 feet; thence,
12. N 07° 30' 59" E, 141.16 feet to a point on the southerly right-of-way line of Sawyer Brown Road, an 80-foot road; thence,
13. With said southerly right-of-way line in an easterly direction with a 693.00-foot radius curve to the left a distance of 102.00 feet; said curve has a chord bearing and distance of S 86° 42' 00" E, 101.91 feet; thence,
14. N 89° 05' 00" E, 358.61 feet to the beginning of a curve to the right; thence,
15. With a 1225.00-foot radius curve to the right a distance of 611.17 feet; said curve has a chord bearing and distance of S 76° 37' 26" E, 604.85 feet; thence,
16. S 62° 19' 51" E, 484.38 feet to the beginning of a curve to the right; thence,

17. With a 1501.00-foot radius curve to the right a distance of 45.40 feet to the beginning of the southwesterly return curve of the intersection of Sawyer Brown Road and Old Harding Pike; said curve has a chord bearing and distance of S 61° 27' 52" E, 45.40 feet; thence,
18. With the 25.00-foot radius return curve to the right, a distance of 28.92 feet to the point of beginning; said curve has a chord bearing and distance of S 27° 27' 47" E, 27.33 feet.

The herein described parcel of land contains 1,109,837 square feet or 25.478 acres, more or less.