

RESOLUTION NO. 29198

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED GROUND LEASE WITH THE UNIVERSITY OF TENNESSEE, ON BEHALF OF ITS CHATTANOOGA CAMPUS, IN SUBSTANTIALLY THE FORM ATTACHED, FOR A TERM OF TWENTY-FIVE (25) YEARS TO ACCOMMODATE THE CONTINUED OPERATION OF THE GOLF PRACTICE FACILITY LOCATED AT 2453 HICKORY VALLEY ROAD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to execute an Amended and Restated Ground Lease with the University of Tennessee, on behalf of its Chattanooga Campus, in substantially the form attached, for a term of twenty-five (25) years to accommodate the continued operation of the golf practice facility located at 2453 Hickory Valley Road.

ADOPTED: October 3, 2017

/mem

AMENDED AND RESTATED GROUND LEASE

This Amended and Restated Ground Lease Agreement (this "Lease" or the "Lease") is made and entered into as of October 31, 2017 (the "Effective Date"), by and between the City of Chattanooga, Tennessee, a municipal corporation ("Lessor") and The University of Tennessee, on behalf of its Chattanooga campus, ("Lessee").

RECITALS

WHEREAS, Lessor, The First Tee of Chattanooga, Inc. ("First Tee") and University of Chattanooga Foundation, Inc. (the "Foundation") (collectively, the "Original Parties") entered into that certain Ground Lease dated April 9, 2009 (the "Existing Lease");

WHEREAS, the Original Parties have completed, undertaken and/or are performing certain duties pursuant to the Existing Lease;

WHEREAS, effective December 31, 2016, First Tee lost its local Charter and is no longer able to perform its duties and obligations under the Existing Lease;

WHEREAS, the Foundation exercised its right under Paragraph 14 B. (i) of the Existing Lease to operate a Disadvantaged Golfer Program on the Leased Premises with a purpose of helping children from all socio-economic and racial backgrounds assimilate valuable life skills, leadership characteristics, and values while learning to play the game of golf;

WHEREAS, the Foundation wishes to continue its operation of a golf Practice Facility (the "Practice Facility") on the property and improvements located at 2543 Hickory Valley Road, Chattanooga, Tennessee (the "Leased Premises").

WHEREAS, the Foundation, with approval of the Lessor, has assigned all its rights and obligations under the Lease to the Lessee pursuant to the Assignment and Assumption Agreement dated October 31, 2017 executed by the Foundation, Lessor, and Lessee; and

WHEREAS, Lessor and Lessee desire to amend and restate the Existing Lease as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee mutually agree that the Existing Lease be amended and restated in its entirety as of the Effective Date as follows:

1. Transaction Provision. This Lease is a modification and restatement of the Existing Lease. It does not serve as a termination of the Existing Lease, which remained and remains in effect for the period prior to the Effective Date. On the Effective Date, the Existing Lease shall be deemed amended and restated in its entirety and superseded by this Lease, and this Lease shall govern all future rights, obligations, duties and liabilities of the parties.

2. Acceptance of Current "AS IS" Condition. Lessee is currently in possession of the Leased Premises and does hereby accept the Leased Premises in its "AS IS" condition as of the Effective Date.

3. Consideration. Subject to the terms and conditions herein, Lessor hereby leases to Lessee, and Lessee accepts from Lessor, the Leased Premises described in **Exhibit A**, attached hereto and incorporated by this reference (the "Leased Premises"). Lessee shall, during the term of this Lease, pay an annual rent of One Dollar (\$1.00) per year, with the first payment due upon the Effective Date of this Lease and subsequent annual payments due on the anniversary date of the Effective Date of this Lease. Further, as consideration of this Lease, Lessee agrees to operate, during the term of this Lease, the Practice Facility with a purpose of helping children from all socio-economic and racial backgrounds assimilate valuable life skills, leadership characteristics and values while learning to play the game of golf (the "Program").

4. Term. The term of this Lease commenced on April 9, 2009, and shall continue for a period of twenty-five (25) years, ending on April 29, 2034 (the "Initial Term"). So long as Lessee is not in default under this Lease, and upon mutual written consent of the Parties, Lessee shall have the right to renew this Lease for one additional period of fifteen (15) years, immediately following the conclusion of the Initial Term.

5. Use of Premises. Lessee shall use the Leased Premises to operate the Program and Practice Facility in accordance with all city, county, state, and federal laws. Lessee shall use the Leased Premises to operate the Program with a purpose of helping children from all socio-economic and racial backgrounds assimilate valuable life skills, leadership characteristics, and values while learning to play the game of golf. Any third parties engaging in business activities on the Leased Premises must be approved by the Lessor and shall maintain commercial general liability insurance, a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage and bodily injury and One Million and 00/100 Dollars (\$1,000,000.00) general aggregate at such third party's sole cost and expense. Lessor shall be named as an additional insured on the liability policy. Any third party engaging in business activities on the Leased Premises shall provide Lessor evidence of coverage by a signed certificate of insurance that shows the coverage to be in effect prior to engaging in business activities on the Leased Premises. Lessor shall be provided with a thirty (30) day written notice prior to cancellation of any insurance policy. Any and all contracts entered into by Lessee relating to the Leased Premises or to improvements for the use of Leased Premises shall contain the following statement: "This Agreement/Contract shall in no way bind the City of Chattanooga, Tennessee, its officials or employees or obligate them for any costs or expenses whatsoever under this Agreement/Contract or which are in any manner connected with the subject matter of this Agreement/Contract."

6. Improvements to the Leased Premises. Lessee shall not make any improvements to the Leased Premises without the consent of Lessor. If Lessor approves Lessee's request to make any improvements to the Leased Premises, Lessor shall not be liable for any costs associated with any improvements made to the Leased Premises. All improvements made by Lessee to the Leased Premises, other than personal property (including specialized golf training equipment), shall, upon completion, immediately become be the property of Lessor and shall remain with the Premises upon the expiration of this Lease. Any personal property (including

specialized golf training equipment) not removed by Lessee, then upon the expiration of this Lease, any such personal property remaining at the Leased Premises shall inure to Lessor's benefit and shall become a part of the Leased Premises and shall belong to Lessor absolutely thereafter.

7. Contractors and Subcontractors. All contractors, if any, must be licensed and shall comply with all requirements of the State of Tennessee Contractors Licensing Act.

8. Insurance and Indemnification. Lessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the Lessee shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against Lessee shall be limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 *et seq.*

9. Operational Costs; Maintenance. Lessee agrees to be responsible for all operational costs of the Practice Facility, including, but not limited to, costs of employees, utilities, materials and supplies, equipment, and maintenance of the Leased Premises. Lessee shall be responsible for all daily facility care to both the buildings and the grounds of the Leased Premises. Lessee shall keep and maintain the Leased Premises, including roof, sewers, walkways and driveways, in good order and repair during the term of the Lease, ordinary wear and tear and damage by casualty excepted.

10. Utility Services and Water Quality Fees. Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, cable, internet and telephone. Lessee shall also be responsible for the payment of water quality fees charged to the Leased Premises. It shall be a breach of this Lease to fail to keep such payments current.

11. Easements. Lessee agrees to take the Leased Premises subject to any and all easements or restrictions on the Leased Premises. Further, Lessee agrees that the Lessor shall not be responsible for any damages sustained by the Lessee as a result of any easements or restrictions on the Leased Premises.

12. Program Sponsor. The parties agree that Lessor shall be listed as Program Sponsor for Lessee and that substantially all of Lessee's printed or recorded advertising or marketing materials pertaining to its Program at the Leased Premises shall include the language "Sponsored by the City of Chattanooga."

13. Taxes, Licenses and Permits. The parties agree that Lessee will be responsible for any and all required taxes, licenses and permits necessary for business operations at the leased premises.

14. Hazardous Material. Except with respect to commercially packaged products used and stored by Lessee at the Leased Premises, such as common cleaning fluids and supplies, neither Lessee nor Lessee's agents or employees shall engage in any activity in, on or about the Leased Premises, nor permit others to engage in any such activity, which will result in the

Leased Premises containing any Hazardous Substance. For purposes of this Lease, "Hazardous Substance" shall have the meaning set forth at 42 U.S.C. Section 9601 (14), as well as the meaning(s) set forth in any applicable state law or regulation. If at any time after the Effective Date it is determined that Lessee or Lessee's agents or employees have been responsible for the Leased Premises containing any Hazardous Substance, then Lessee shall be solely responsible for and shall pay for all costs incurred in connection with the removal of the Hazardous Substance to the extent directly or indirectly caused or allowed by Lessee, or any agent or employee of Lessee. The obligations set for in this Paragraph 15 shall survive the expiration or the earlier termination of this Lease.

15. Termination.

A. The occurrence of any of the following acts shall constitute an immediate, material, non-curable default by Lessee:

- i. Abandonment of the Leased Premises, except for causes of *force majeure* (i.e. acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of Lessee);
- ii. Use of the Leased Premises in any manner other than use that is directly related to the Use of the Premises as set forth in Paragraph 5 of this Lease; and
- iii. The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, or where Lessee becomes a "debtor" as defined in any bankruptcy laws.

Failure to pay rent or perform any term, covenant, or condition of this Lease, other than those set forth in subparagraph A above, shall not constitute a default unless such breach is not cured within the time periods set forth below. Lessor shall give written notice to Lessee of such default and if Lessee does not cure any rent default within five (5) days, or other default within twenty (20) days, after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such twenty (20) days), if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Lessor may terminate this Lease on not less than three (3) days' written notice to Lessee, and on the date specified in said notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Leased Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Lessee or other occupants and their effects.

B. The termination of this Agreement by any of the acts set forth Paragraph 15(A) above, shall result in the termination of the Lease.

C. For convenience, either party may terminate this Lease at any time by giving written notice to the other at least one hundred twenty (120) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing by certified mail, return receipt requested.

D. The Lessee may in its sole discretion terminate this Lease at any time for any of the following causes:

- i. Failure of the Lessor to provide any of the services required under the terms of this Lease;
- ii. Failure by the Lessor to make such modifications, alternations or improvements as may be necessary to ensure that the Leased Premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility applicable to the leased premises, except where deficiencies are caused by the Lessee;
- iii. Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created;
- iv. Termination or consolidation of the Lessee's operations or programs housed in the Leased Premises because of loss of funding;
- v. Lack of funding by the appropriate Legislative Body for obligations required of the State under this Lease;
- vi. The availability of space in Lessee-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and
- vii. Any other breach of the terms of this Lease by Lessor for which no adequate plan for remedy is in place within twenty (20) days of the mailing of a written notice thereof to Lessor by certified mail, return receipt requested.

16. Option to Purchase.

Lessee shall have the option to purchase the Leased Premises (A) if such option is exercised on or before ten (10) years from April 9, 2009, for the then-existing fair market value of only the land in its condition as it existed on April 9, 2009 (i.e., excluding the value of vertical improvements and any improvements made to the land in the course of constructing the Practice Facility), or (B) if such option is exercised later than ten (10) years from April 9, 2009, then for the then existing fair market value of the land plus any and all improvements thereon in the condition at that time.

- A. In the event Lessee exercises its option to purchase the Leased Premises under this Paragraph 16, Lessee shall submit the name of an independent and

experienced appraiser, licensed in Tennessee, for Lessor's approval, who shall determine the appraised value, and whose valuation appraisal shall be binding and conclusive upon Lessor and Lessee, subject to the satisfactory completion of Lessee's due diligence. In the event that Lessor and Lessee do not agree upon a single appraiser within thirty (30) days of Lessor's receipt of written notice of Lessee's intent to purchase, then Lessor and Lessee shall each designate and hire an independent (i.e., not affiliated or related to the party designating such appraiser) and experienced appraiser to conduct an appraisal of the fair market value of the Leased Premises. The expenses of each such appraiser shall be borne by the party designating each such appraiser. The two designated appraisers shall appoint a third independent and experienced appraiser to conduct an appraisal of the fair market value of the Leased Premises. The expenses of the third appraiser shall be equally borne by Lessor and Lessee. Lessor and Lessee shall specify that the appraisals must be completed no later than forty-five (45) days following the date of the appointment of such appraisers. Each appraiser will submit his or her individual appraisal to Lessor and Lessee and the appraised value shall be the average of the three (3) appraisals.

- B. The closing of the purchase of the Leased Premises shall occur at a mutually agreed upon time and place within ninety (90) days after the earlier of: (i) the required approval of the transfer of the Leased Premises by the appropriate governing body of Lessor or (ii) the submission of the last of the three (3) appraisals. The time period within which the closing shall take place may be extended upon agreement between the parties. The transfer of the Leased Premises must also be approved by the Lessee's Board of Trustees and the State Building Commission before the closing of the purchase may occur. The Purchase Price shall be paid in cash or other good funds by Lessee at closing. At the closing, Lessor shall convey the Leased Premises subject to reservation of any easements.

17. Remedies. The parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

18. Possession. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Leased Premises, and the Lessor shall be entitled to immediate possession.

19. Force Majeure. Lessor shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond Lessor's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

20. Miscellaneous Provisions.

A. For the Program of operating the Leased Premises with a purpose of helping children from all socio-economic and racial backgrounds assimilate valuable life skills, leadership characteristics and values while learning to play the game of golf, all of the following events and programs will be provided at the Leased Premises on an open and free basis to any and all participants, including any children participating in Lessor's Youth and Family Development Department programs:

- i. Drive, Chip, and Putt Competition;
- ii. UTC Men's Golf Program Junior Clinic;
- iii. UTC Women's Golf Program Junior Clinic; and
- iv. Combined UTC Men's and Women's Golf Programs Junior Clinic.

Lessee will also hold UTC Men's and Women's Golf Program summer camps. All participants are charged a fee to participate in the summer camps, but Lessee will work with outside organizations to assist participants who may be unable to pay the participation fee.

Additionally, Lessee agrees to a third-party Chattanooga junior golf program authorized by Lessor as provided in Paragraph 5 to operate on the Leased Premises. The authorized Chattanooga junior golf program will be allowed to operate on the Leased Premises at scheduled times that are pre-approved by Lessee. The Chattanooga junior golf program and Lessee will meet on a quarterly basis to discuss and agree upon a schedule for the Chattanooga junior golf program for the following quarter. Approval from Lessee for a request for a scheduled time will not be unreasonably withheld. Notwithstanding the foregoing, in the event a previously agreed upon scheduled time for the Chattanooga junior golf program's operation on the Leased Premises conflicts with a program, clinic, practice, or other event held by Lessee, Lessee may cancel the scheduled time upon providing the Chattanooga junior golf program notice of the cancellation at least ten (10) days prior to the scheduled time to be cancelled.

The Chattanooga junior golf program operating on the Leased Premises will be entitled to charge a reasonable fee to its program participants.

B. Lessee shall peacefully deliver possession of the Leased Premises to Lessor on the date of expiration or termination of this Agreement, whatever the reason for termination. Lessor shall have the right to reenter and take possession of the leased premises on the date the termination becomes effective without further notice of any kind, and without instituting legal proceedings.

C. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant or condition of this Lease. No delay, failure, or omission of Lessor to reenter the leased premises, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such breach.

D. Lessor covenants that Lessee, upon observing and keeping all covenants and agreements of this Lease on its part to be kept, shall be entitled to quietly possess, use and enjoy the Leased Premises during the term of this Lease without hindrance or molestation. Notwithstanding the forgoing, Lessor shall have the right of access to the Leased Premises at all reasonable times.

E. If Lessee abandons the Leased Premises or is dispossessed thereof by process of law or otherwise, Lessee shall be deemed to have abandoned any personal property belonging to Lessee left on the leased premises forty-five (45) days after the date of abandonment or dispossession and title to said personal property shall be deemed to have been transferred to Lessor. Lessor shall have the right to remove and to dispose of said personal property without liability therefore to Lessee or to any person claiming under Lessee, and shall not need to account for its disposal.

21. Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties pertaining to this Lease Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendments of this Lease Agreement shall be binding unless executed in writing by the parties.

22. Applicable Law. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

23. Severability. If any provision of this Lease Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

24. Non-Discrimination Provision. Lessee agrees to comply with all federal, state and local non-discrimination provisions that the City of Chattanooga is under a duty to comply with under federal, state or local law when utilizing the Leased Premises. Lessee agrees not to discriminate against any participant in the Program on the basis of race, color, religion, sex, age or national origin. Lessee further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

25. Sublease, Assignment, or Transfer. Lessee shall not sublet, assign or transfer this Lease or any interests therein to anyone without the express written permission of Lessor. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership, unless a receivership is sought by Lessor.

26. Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, to the addresses and parties as follows:

Lessor: City of Chattanooga
Real Property Office of ECD
101 E. 11th Street, Suite G4
Chattanooga, Tennessee 37402

A copy to: Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

Lessee: The University of Tennessee, on behalf of
its Chattanooga campus
Attention: Dr. Richard L. Brown
Executive Vice Chancellor
615 McCallie Avenue, Dept. 5505
Chattanooga, Tennessee 37403

27. Memorandum. Lessee shall record a memorandum of ground lease with the Hamilton County Register's Office, provide public notice of this Lease, and Lessor acknowledges its consent to the same.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year set forth above.

LESSOR:

CITY OF CHATTANOOGA, TENNESSEE

By: _____
ANDY BERKE, *Mayor*

LESSEE:

THE UNIVERSITY OF TENNESSEE

By: _____
Printed Name: _____
Title: _____

STATE OF TENNESSEE

APPROVED AS TO FORM AND LEGALITY

Herbert H. Slatery III, Attorney General and Reporter

STATE OF TENNESSEE :
:
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared ANDY BERKE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is the MAYOR of the CITY OF CHATTANOOGA and that he as such MAYOR, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself as MAYOR.

Witness my hand and seal, at office in, this ___ day of _____, 2017.

Notary Public.

My Commission Expires:

STATE OF TENNESSEE :
:
COUNTY OF HAMILTON :

Before me, the undersigned Notary Public for the state and county mentioned above, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he/she is the _____ of THE UNIVERSITY OF TENNESSEE and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by himself/herself as _____.

Witness my hand and seal, at office in, this ___ day of _____, 2017.

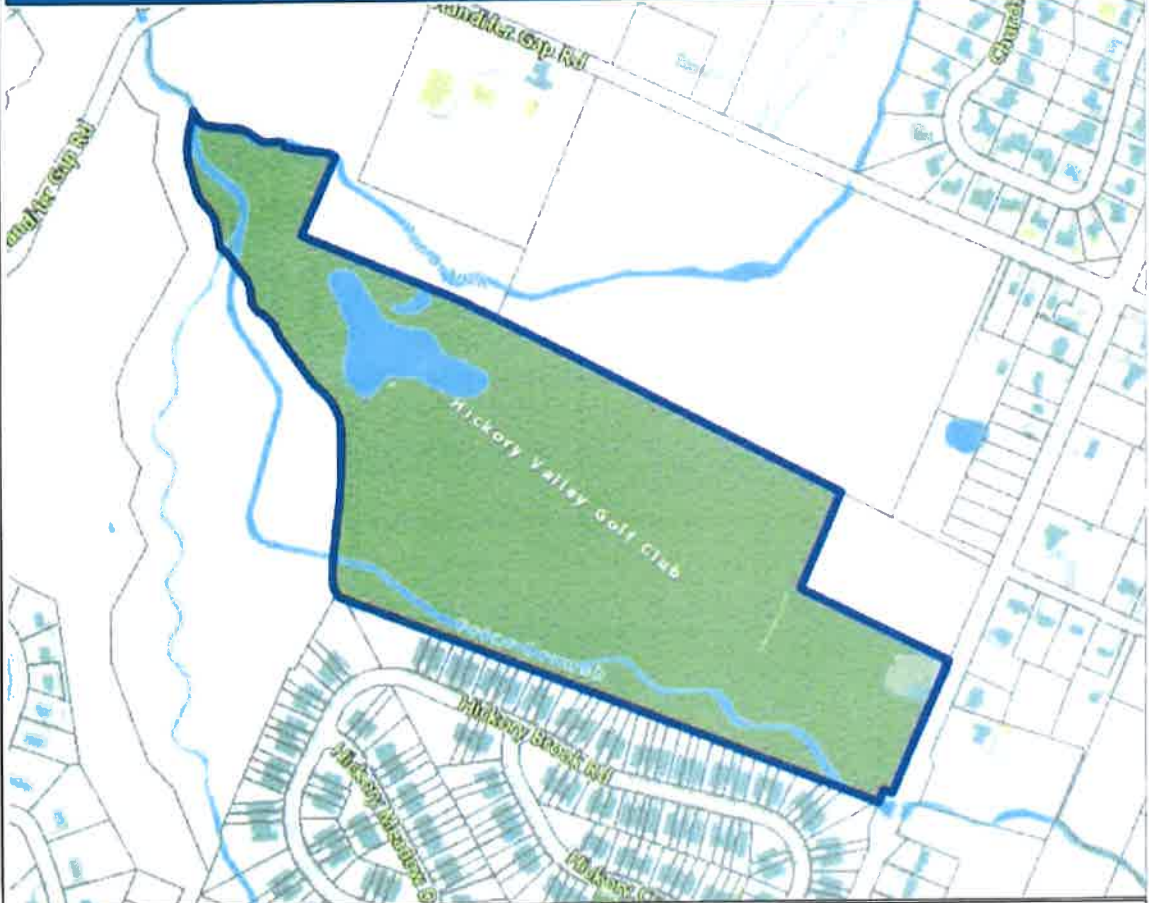
Notary Public.

My Commission Expires:

Chattanooga



- Legend**
- Parcels
 - ▬ Road Paved Surface
 - ▬ County Boundary
 - ♻️ Recycling Centers
 - 🏥 Healthcare Facilities
 - 📍 Emergency Services Locations
 - FIRE
 - MEDIC
 - POLICE
 - ☠️ Cemeteries
 - ⛪ Religious Facilities
 - 🎓 Schools
 - 🏠 Building Footprints
 - ⋄ Miscellaneous Structures
 - 🛣️ Driveways
 - 🅇 Parking
 - 💧 Water Bodies
 - 🌊 Other Water Bodies
 - 🌳 Recreational Areas
 - ▲ Surrounding
 - ▲ Hamilton



0 400.00 800.00 Feet
 NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
 © Latitude Geographics Group Ltd.

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

EXHIBIT A Page 1 of 2

A tract of land situated in the City of Chattanooga, Hamilton County, Tennessee, being described as Tract 8 and a portion of Tract 9, as shown on plat of record in Plat Book 15, Page 12, in the Register's Office, Hamilton County, Tennessee and being more particularly described as follows:

BEGINNING at an iron rod set on the western right-of-way line of Hickory Valley Road, whose right-of-way varies, said point also being the southeastern most corner of the lands of Cannon Partnership as described in Deed Book 5506, Page 390 in the Register's Office of Hamilton County, Tennessee and being the northeastern corner of the property being herein described; thence, leaving said point with and along the western right-of-way line of Hickory Valley Road, South 23 degrees 24 minutes 26 seconds West, 411.25 feet to an iron rod set; thence, North 66 degrees 35 minutes 34 seconds West, 26.59 feet to an iron rod set; thence, South 23 degrees 09 minutes 42 seconds West, 39.06 feet to a point located in a concrete drainage ditch, said point being the southeastern most corner of the property being herein described, said point also being the northeastern most corner of Hickory Creek Subdivision as shown in Plat Book 40, Page 57 in the Register's Office of Hamilton County, Tennessee; thence, leaving said point with and along the northern line of the aforementioned Hickory Creek Subdivision, and the southernmost line of the property herein described North 68 degrees 40 minutes 28 seconds West, 1710.08 feet to a point located in the center of Friars Branch; thence with and along the center of said creek the following chord bearings and distances, North 15 degrees 53 minutes 50 seconds West, 66.80 feet to a point; thence, North 04 degrees 28 minutes 56 seconds East, 85.89 feet to a point; thence, North 05 degrees 53 minutes 43 seconds East, 168.78 feet to a point; thence, North 00 degrees 57 minutes 18 seconds East, 167.80 feet to a point; thence, North 09 degrees 48 minutes 23 seconds West, 60.03 feet to a point; thence, North 36 degrees 03 minutes 47 seconds West, 150.85 feet to a point; thence, North 38 degrees 05 minutes 25 seconds West, 250.63 feet to a point; thence, North 14 degrees 26 minutes 13 seconds West, 67.36 feet to a point; thence, North 34 degrees 06 minutes 07 seconds West, 170.60 feet to a point; thence, North 22 degrees 31 minutes 58 seconds West, 177.87 feet to a point; thence, North 17 degrees 07 minutes 59 seconds West, 69.54 feet to a point; thence, North 03 degrees 34 minutes 30 seconds East, 79.73 feet to a point; thence, North 39 degrees 32 minutes 26 seconds East, 52.32 feet to a point where the aforementioned Friar's Branch Creek intersects the center of another small branch, said point being the northwestern most corner of the property being herein described and being a point located on the lands of Harold Coker as described in Deed Book 1793, Page 42 in the Register's Office of Hamilton County Tennessee; thence, leaving said Friar's Branch with and along the center of said small branch and the lands of the aforementioned Harold Coker the following chord bearings and distances, South 59 degrees 21 minutes 35 seconds East, 49.65 feet to a point; thence, South 82 degrees 32 minutes 23 seconds East, 89.17 feet to a point; thence, South 57 degrees 15 minutes 42 seconds East, 66.73 feet to a point; thence, South 79 degrees 46 minutes 59 seconds East, 212.45 feet to a point; thence, leaving the center of said branch South 22 degrees 58 minutes 22 seconds West, 255.00 feet to a fence corner; thence, with and along the meanders of a fence line along the southern property line of the Harold Coker lands and the northern line of the property being herein described South 67 degrees 01 minutes 38 seconds East, 501.00 feet to an iron rod set; thence, South 62 degrees 24 minutes 59 seconds East, 1272.94 feet to an iron pipe found; thence, South 24 degrees 23 minutes 48 seconds West, 298.07 feet to an iron pipe found; thence, South 62 degrees 22 minutes 21 seconds East, 502.51 feet to the POINT OF BEGINNING.

The property description is based on a survey by G. Scott Carter, Tennessee Registered Land Surveyor No. 2391 for the RLS Group, LLC dated May 8, 2007, and revised June 8, 2007, with a drawing No. 07089E.

EXHIBIT A

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