



Appendix C
STORMWATER DETENTION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 1991, by and between PAUL E. JOHNSON & FRED YAZDIAN (hereinafter called the "Landowner") and the Metropolitan Government of Nashville and Davidson County, (hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-840, <<1 through 9, was adopted October 3, 1978 by the Council of the Metropolitan Government of Nashville and Davidson County, effective January 1, 1979, and provided for the creation of a Stormwater Management Committee; and

WHEREAS, under said ordinance the Director of Public Works shall have the authority to inspect private systems within Davidson County, and to order such corrective actions to said private drainage systems as are necessary to maintain properly the major and minor drainage systems within Davidson County; and

WHEREAS, the Director of Public Works and the Stormwater Management Committee have adopted and approved certain technical guidelines relating to policy on detention of stormwater in Davidson County; and

WHEREAS, in Chapter 2, <202.4 of said technical guidelines it is provided that detention facilities located in industrial, commercial, institutional, apartment developments, and rental townhouses must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as PAUL E. JOHNSON & FRED YAZDIAN TRACT as recorded by deed in the land records of Nashville and Davidson County, in Deed Book 8327 at Page 485 (hereinafter called the "Property"); and

April 1987

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site Plan/Subdivision Plan SEC. 8 GRADING* (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of stormwater within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety, and general welfare of the residents of Nashville and Davidson County require that onsite stormwater detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government requires that onsite stormwater facilities as shown on Plan SEC. 8 GRADING be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The onsite stormwater detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan SEC. 8 GRADING.

2. The Landowner shall maintain the stormwater detention facilities as shown on Plan SEC. 8 GRADING in good working order acceptable to Metropolitan Government.

3. The Landowner hereby grants permission to Metropolitan Government, its authorized agents, and employees to enter the property and to inspect the stormwater detention facilities whenever it deems necessary. Whenever possible, Metropolitan Government shall notify the Landowner prior to entering the property.

*Plan SEC. 8 GRADING refers to site plan prepared by ANDERSON-DECKER ASSOCIATES INC. dated 6-28-91, on file at the Metropolitan Department of Public Works, Engineering Division.

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4. In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan Sec. 8 C-3 in good working order acceptable to Metropolitan Government, Metropolitan Government may enter the property and take whatever steps it deems necessary to maintain said stormwater detention facilities. This provision shall not be construed to allow Metropolitan Government to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that Metropolitan Government is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on Metropolitan Government.

5. In the event Metropolitan Government, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse Metropolitan Government upon demand, within ten (10) days of receipt thereof for all costs incurred by Metropolitan Government hereunder.

6. It is the intent of this Agreement to insure the proper maintenance of onsite stormwater detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Metropolitan Government and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Metropolitan Government from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or Metropolitan Government.

In the event a claim is asserted against Metropolitan Government, its agents, or employees, the Metropolitan Government shall notify the Landowner and the

April 1987

Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against Metropolitan Government, its agents, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

8. This Agreement shall be recorded among the land records of Nashville and Davidson County, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

9. An easement for storm water drainage and detention is also hereby granted to the Metropolitan Government of Nashville and Davidson County; for a more complete description of said easement, see the attached exhibits.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By Marlin Keel
Director of Public Works

By Paul E Johnson

By [Signature]

ATTEST:

Melissa Gregory

Prepared by: ANDERSON-DEK & ASSOC., INC.
618 GRASSMERE PARK DRIVE, Ste. 4
NASHVILLE, TN. 37211

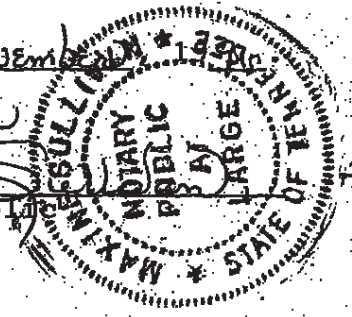
Mail

April 1987

I, Maxine Sullivan, a Notary Public in and for the County and State aforesaid, whose commission expires on the 29 day of March, 1994, do certify that Paul E. Johnson and Fred Yazzian whose names are signed to the foregoing Agreement bearing date of the 14 day of November, 1991, have acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this 14 day of November

Maxine Sullivan
Notary Public

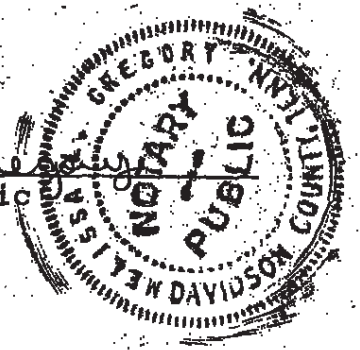


STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, Melissa Gregory, a Notary Public in and for the County and State aforesaid, whose commission expires on the 16 day of Sept, 1995, do certify that Martin Keel, (Acting) County Executive, whose name is signed to the foregoing Agreement bearing date of the 18 day of November, 1991, has acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this 18 day of November, 1991.

Melissa Gregory
Notary Public



April 1987

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the ____ day of _____, 19____, do certify that _____ whose names are signed to the foregoing Agreement bearing date of the ____ day of _____, 19____, have acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

by: Anderson-Delk & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211

BOOK 8497 PAGE 464

EASEMENT DESCRIPTION

An easement for storm water drainage crossing a portion of the property conveyed to Paul E. Johnson & Fred Yazdian by deed of record in Book 8327, page 485, Register's Office Davidson County, Tennessee, said easement being more particularly described as follows:

Beginning at a point in the northerly line of said Johnson & Yazdian property, said point lying North 73 degrees 47 minutes 01 seconds West a distance of 134.11 feet from the most southwesterly corner of Lot 359 on the plan of Bradford Hills, Section 8, not yet of record; thence South 43 degrees 44 minutes 58 seconds East a distance of 78.32 feet to a point; thence South 21 degrees 48 minutes 00 seconds West a distance of 77.08 feet to a point; thence South 85 degrees 15 minutes 00 seconds West a distance of 92.57 feet to a point; thence North 43 degrees 32 minutes 37 seconds West a distance of 60.44 feet to a point; thence North 15 degrees 54 minutes 11 seconds West a distance of 140.03 feet to a point in the Northerly line of the afore-said Johnson & Yazdian Property; thence with the Northerly line of said Johnson & Yazdian Property South 73 degrees 47 minutes 01 seconds East a distance of 152.81 feet to the point of beginning.

6.5.6.8.3

IDENTIFICATION

DEC 2 10 05 AM '91

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

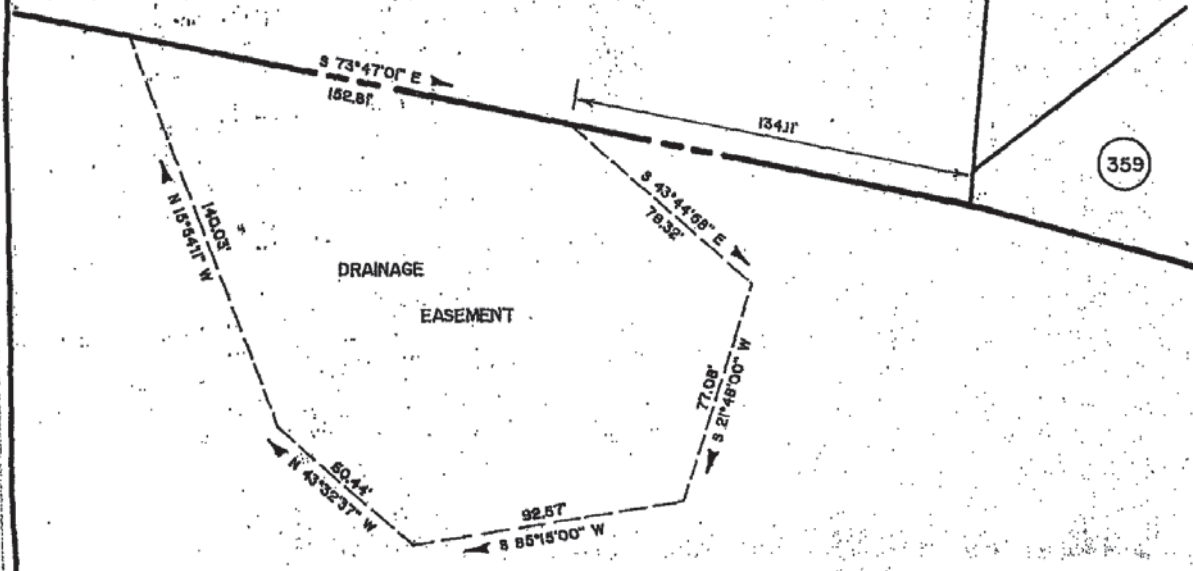
8069 12/02/0101 03CHECK 24.00

Bradford Hills
Section 8

361

360

359



Paul E. Johnson & Fred Yazdian
Bk 8327 pg 485



MAP SHOWING
DEDICATION OF EASEMENT
 TO THE METROPOLITAN GOVERNMENT
 OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
 FROM
Paul E. Johnson & Fred Yazdian

PROJECT NO. _____	EASEMENT NO. _____	SYSTEM _____
SCALE 1" = 50'	PARCEL NO. _____	DATE 11-1-91
BY ANDERSON-DELK & ASSOC.		



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STORM WATER DETENTION AGREEMENT

THIS AGREEMENT, made and entered into this 10TH day
of JANUARY, 1991, by and between PAUL JOHNSON
(hereinafter called the "Landowner")
and The Metropolitan Government of Nashville and Davidson County,
(hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-840, §§1 through 9, was adopted
October 3, 1978 by the Council of The Metropolitan Government
of Nashville and Davidson County, effective January 1, 1979, and
provided for the creation of a Storm Water Management Committee;
and

WHEREAS, the Storm Water Management Committee is directed
under the terms of said ordinance to approve technical guidelines
as may be necessary to enforce the terms of the ordinance; and

WHEREAS, under said ordinance the Director of Public Works
shall have the authority to inspect private drainage systems
within Davidson County, and to order such corrective actions to
said private drainage systems as are necessary to maintain properly
the major and minor drainage systems within Davidson County;

and

WHEREAS, the Director of Public Works and the Storm Water
Management Committee have adopted and approved certain technical
guidelines relating to policy on detention of storm water in
Davidson County; and

WHEREAS, in Chapter 2, §202.4 of said technical guidelines

PREPARED BY: METRO. PUBLIC WORKS / ENGINEERING
720 S. 5TH ST.
NASHVILLE, TENN. 37206

* Jimmie, 89-5-27

FOR YOUR FILE

(I DID NOT FORWARD
THE WHOLE AGREEMENT)

Jr

it is provided that detention facilities located in industrial, commercial, institutional, apartment developments and rental townhouses must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as Beauford Hills

Section 1

as recorded by deed in the land records of Nashville and Davidson County, in Deed Book 7900 at Page 111 (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site Plan/Subdivision Plan Gardens (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of storm water within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety and general welfare of the residents of Nashville and Davidson County, require that on-site storm water detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government requires that on-site storm water facilities as shown on Plan Gardens be constructed and adequately maintained by the Landowner;

* Plan Gardens refers to site plan prepared by Anderson-Deer & Associates Inc dated 8-3-89, on file at the Metropolitan Department of Public Works, Engineering Division.

RECEIVED
MAY 21 1964
DIVISION OF ENGINEERING
Metropolitan Dept. of Public Works



April 1987

Appendix C
STORMWATER DETENTION AGREEMENT

DA

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between PAUL E. JOHNSON
E. FRED YAZDIAN (hereinafter called the "Landowner") and the Metropolitan Government of Nashville and Davidson County, (hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-840, <<1 through 9, was adopted October 3, 1978 by the Council of the Metropolitan Government of Nashville and Davidson County, effective January 1, 1979, and provided for the creation of a Stormwater Management Committee; and

WHEREAS, under said ordinance the Director of Public Works shall have the authority to inspect private systems within Davidson County, and to order such corrective actions to said private drainage systems as are necessary to maintain properly the major and minor drainage systems within Davidson County; and

WHEREAS, the Director of Public Works and the Stormwater Management Committee have adopted and approved certain technical guidelines relating to policy on detention of stormwater in Davidson County; and

WHEREAS, in Chapter 2, <202.4 of said technical guidelines it is provided that detention facilities located in industrial, commercial, institutional, apartment developments, and rental townhouses must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as PAUL E. JOHNSON
E. FRED YAZDIAN TRACT as recorded by deed in the land records of Nashville and Davidson County, in Deed Book 8327 at Page 485 (hereinafter called the "Property"); and

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WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site Plan/Subdivision Plan Sec. 8 Grading* (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of stormwater within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety, and general welfare of the residents of Nashville and Davidson County require that onsite stormwater detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government requires that onsite stormwater facilities as shown on Plan Sec. 8 Grading be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The onsite stormwater detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan Sec. 8 Grading.
2. The Landowner shall maintain the stormwater detention facilities as shown on Plan Sec. 8 Grading in good working order acceptable to Metropolitan Government.
3. The Landowner hereby grants permission to Metropolitan Government, its authorized agents, and employees to enter the property and to inspect the stormwater detention facilities whenever it deems necessary. Whenever possible, Metropolitan Government shall notify the Landowner prior to entering the property.

*Plan Sec. 8 Grading refers to site plan prepared by Anderson-Decker Associates Inc. dated 6-28-91, on file at the Metropolitan Department of Public Works, Engineering Division.

April 1987

4. In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan Sec. 8.00 in good working order acceptable to Metropolitan Government, Metropolitan Government may enter the property and take whatever steps it deems necessary to maintain said stormwater detention facilities. This provision shall not be construed to allow Metropolitan Government to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that Metropolitan Government is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on Metropolitan Government.

5. In the event Metropolitan Government, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse Metropolitan Government upon demand, within ten (10) days of receipt thereof for all costs incurred by Metropolitan Government hereunder.

6. It is the intent of this Agreement to insure the proper maintenance of onsite stormwater detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater drainage.

7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Metropolitan Government and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Metropolitan Government from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or Metropolitan Government.

In the event a claim is asserted against Metropolitan Government, its agents, or employees, the Metropolitan Government shall notify the Landowner and the

April 1987

Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against Metropolitan Government, its agents, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

8. This Agreement shall be recorded among the land records of Nashville and Davidson County, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

9. An easement for storm water drainage and detention is also hereby granted to the Metropolitan Government of Nashville and Davidson County; for a more complete description of said easement, see the attached exhibits.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By _____
Director of Public Works

By _____

By _____

ATTEST:

Prepared by: _____

April 1987

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the ____ day of _____, 19____, do certify that _____

whose names are signed to the foregoing Agreement bearing date of the ____ day of _____, 19____, have acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the ____ day of _____, 19____, do certify that _____, (Acting) County Executive, whose name is signed to the foregoing Agreement bearing date of the ____ day of _____, 19____, has acknowledged the same before me in my said County and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

April 1987

I, _____, a Notary Public in
and for the County and State aforesaid, whose commission
expires on the ____ day of _____, 19____, do certify
that _____
whose names are signed to the foregoing Agreement bearing
date of the ____ day of _____, 19____, have acknowledged
the same before me in my said County and State aforesaid.

GIVEN under my hand this ____ day of _____, 19____.

Notary Public

Prepared by: Anderson-Delk & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211

EASEMENT DESCRIPTION

An easement for storm water drainage crossing a portion of the property conveyed to Paul E. Johnson & Fred Yazdian by deed of record in Book 8327, page 485, Register's Office Davidson County, Tennessee, said easement being more particularly described as follows:

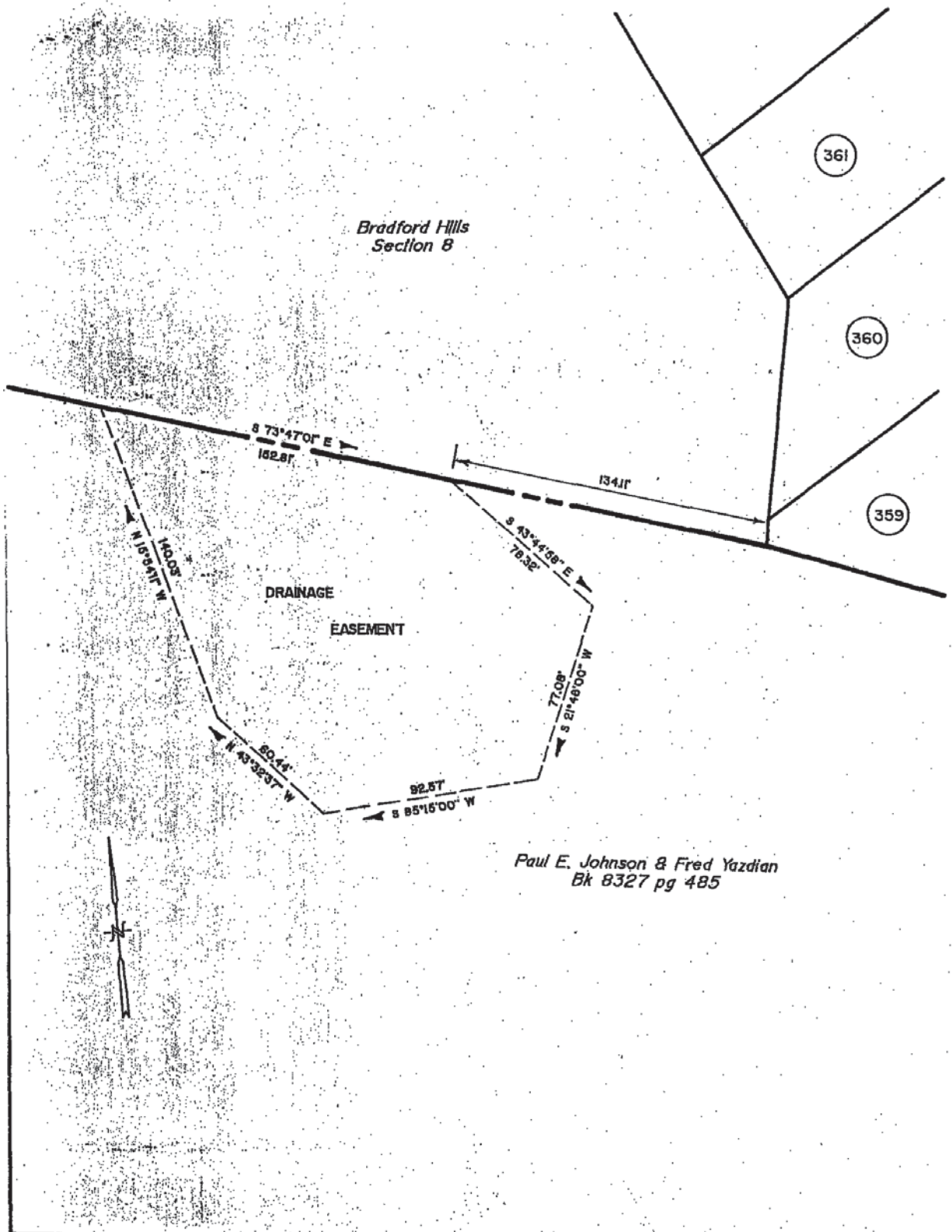
Beginning at a point in the northerly line of said Johnson & Yazdian property, said point lying North 73 degrees 47 minutes 01 seconds West a distance of 134.11 feet from the most southwesterly corner of Lot 359 on the plan of Bradford Hills, Section 8, not yet of record; thence South 43 degrees 44 minutes 58 seconds East a distance of 78.32 feet to a point; thence South 21 degrees 48 minutes 00 seconds West a distance of 77.08 feet to a point; thence South 85 degrees 15 minutes 00 seconds West a distance of 92.57 feet to a point; thence North 43 degrees 32 minutes 37 seconds West a distance of 60.44 feet to a point; thence North 15 degrees 54 minutes 11 seconds West a distance of 140.03 feet to a point in the Northerly line of the afore-said Johnson & Yazdian Property; thence with the Northerly line of said Johnson & Yazdian Property South 73 degrees 47 minutes 01 seconds East a distance of 152.81 feet to the point of beginning.

RECEIVED

MAY 5 1991

DIVISION OF ENGINEERING
Tennessee Dept. of Public Safety

Bradford Hills
Section 8



Paul E. Johnson & Fred Yazdian
Bk 8327 pg 485

MAP SHOWING
DEDICATION OF EASEMENT
TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM
Paul E. Johnson & Fred Yazdian

PROJECT NO. _____	EASEMENT NO. _____	SYSTEM _____
SCALE 1" = 50'	PARCEL NO. _____	DATE 11-1-91
BY ANDERSON-DELK & ASSOC.		

STORM WATER DETENTION A



1989_S_027_da04

THIS AGREEMENT, made and entered into this 17th day
of January, 19 89, by and between
Paul Johnson (hereinafter called the "Landowner")
and The Metropolitan Government of Nashville and Davidson County,
(hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-340, §§1 through 9, was adopted
October 3, 1978 by the Council of The Metropolitan Government
of Nashville and Davidson County, effective January 1, 1979, and
provided for the creation of a Storm Water Management Committee;
and

WHEREAS, the Storm Water Management Committee is directed
under the terms of said ordinance to approve technical guidelines
as may be necessary to enforce the terms of the ordinance; and

WHEREAS, under said ordinance the Director of Public Works
shall have the authority to inspect private drainage systems
within Davidson County, and to order such corrective actions to
said private drainage systems as are necessary to maintain properly
the major and minor drainage systems within Davidson County;
and

WHEREAS, the Director of Public Works and the Storm Water
Management Committee have adopted and approved certain technical
guidelines relating to policy on detention of storm water in
Davidson County; and

WHEREAS, in Chapter 2, §202.4 of said technical guidelines

it is provided that detention facilities located in industrial, commercial, institutional, apartment developments and rental townhouses must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as _____

the Paul Johnson Property

as recorded by deed in the land records of Nashville and Davidson County, in Deed Book 6968 at Page 34 (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site Plan/Subdivision Plan grading (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of storm water within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety and general welfare of the residents of Nashville and Davidson County, require that on-site storm water detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government requires that on-site storm water facilities as shown on Plan grading be constructed and adequately maintained by the Landowner;

* Plan grading refers to site plan prepared by Anderson-Delk & Associates, Inc. dated 10/12/88, on file at the Metropolitan Department of Public Works, Engineering Division.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan grading.

2. The Landowner shall maintain the storm water detention facilities as shown on Plan grading in good working order acceptable to Metropolitan Government.

3. The Landowner hereby grants permission to Metropolitan Government its authorized agents and employees to enter upon the property and to inspect the storm water detention facilities whenever it deems necessary. Whenever possible, Metropolitan Government shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to maintain storm water detention facilities as shown on Plan grading in good working order acceptable to Metropolitan Government, Metropolitan Government may enter upon the property and take whatever steps it deems necessary to maintain said storm water detention facilities. This provision shall not be construed to allow Metropolitan Government to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that Metropolitan Government is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on Metropolitan Government.

5. In the event Metropolitan Government, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse Metropolitan Government upon demand, within ten (10) days of receipt thereof for all costs incurred by Metropolitan Government hereunder.

6. It is the intent of this Agreement to insure the proper maintenance of on-site storm water detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by storm water drainage.

7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Metropolitan Government and its agents and employees harmless for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against Metropolitan Government from the construction, presence, existence or maintenance of the storm water detention facilities by the Landowner or Metropolitan Government.

In the event a claim is asserted against Metropolitan Government its agents or employees, the Metropolitan Government shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against Metropolitan Government, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

8. This Agreement shall be recorded among the land records of Nashville and Davidson County, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By *Peter Heidmann*
Director of Public Works

By *Paul E Johnson*
Property Owner

ATTEST:

Prepared by: *may*
Anderson-Delk & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tn 37211

0456 01/30 0101 030HEK 18-00

STATE OF Tennessee)
COUNTY OF Davidson)

BOOK 7760 PAGE 975

I, Meri Daniel Batenad, a Notary Public in
and for the County and State aforesaid, whose commission expires
on the 19th day of January, 1989, do certify that

Paul Johnson
whose names are signed to the foregoing Agreement bearing date of
the 17th day of January, 1989, has acknowledged the same
before me in my said County and State aforesaid.

GIVEN under my hand this 19th day of January, 1989

Meri Daniel Batenad
Notary Public



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

My Commission Expires March 3, 1992

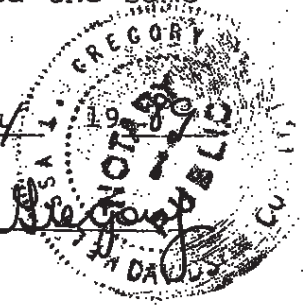
I, Melissa L. Gregory, a Notary Public in
and for the County and State aforesaid, whose commission expires
on the 9th day of October, 1991, do certify that

Peter Heidenreich, (Acting) County Executive, whose
name is signed to the foregoing Agreement bearing date of the

20 day of January, 1989, has acknowledged the same
before me in my said County and State aforesaid.

GIVEN under my hand this 20 day of January, 1989

Melissa L. Gregory
Notary Public



04097.

IDENTITY REFERENCE

FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TN