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501893179EAS0037

Westchester County Recording & Endorsement Page

Submitter Information

Name: Westchester County Department of Planning Phone: 914-995-2407
Address 1: 148 Martine Avenue, Room 407 Fax:
Address 2: Email: jee2@westchestergov.com
City/State/Zip: White Plains NY 10601 Reference for Submitter: MTA Riverwalk Trailway C-CAP-08-162

Document Details

Control Number: **501893179** Document Type: **Easement (EAS)**
Package ID: 2010070800078001002 Document Page Count: **16** Total Page Count: **18**

Parties

☐ Additional Parties on Continuation page

1st PARTY

2nd PARTY

1: METRO-NORTH COMMUTER RAILROAD COMPANY - Corporation 1: WESTCHESTER COUNTY OF - Corporation
2: 2:

Property

☒ Additional Properties on Continuation page

Street Address: 0 VAN WART AND PAULDING AVENUE Tax Designation: 3-2-5
City/Town: GREENBURGH Village: TARRYTOWN

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$0.00
Page Fee: \$0.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$0.00
Total Recording Fees Paid: **\$0.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 21864

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 10/21/2010 at 12:31 PM
Control Number: **501893179**
Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Westchester County Department of Planning
148 Martine Avenue, Room 407

White Plains, NY 10601
Attn: John Estrow

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Properties Addendum

0 VAN WART AND PAULDING AVENUE
10591

GREENBURGH

TARRYTOWN

3 3 25000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated as of APRIL 20, 200⁸, between the **METROPOLITAN TRANSPORTATION AUTHORITY** ("Grantor"), a public benefit corporation of the State of New York with its principal office located at 347 Madison Avenue, New York, New York 10017, acting for itself and by and on behalf of the **METRO-NORTH COMMUTER RAILROAD CORPORATION** ("Metro-North" or "Railroad"), a public benefit corporation of the State of New York with its principal office located at 347 Madison Avenue, New York, New York 10017, and **WESTCHESTER COUNTY**, a municipal corporation of the State of New York, having a place of business at 148 Martine Avenue, White Plains, New York 10601 ("Grantee" and, collectively with the Grantor and MTA, the "Parties").

WHEREAS, under the Amended and Restated Agreement of Lease between Midtown Trackage Ventures, LLC, as successor in interest to American Premier Underwriters, Inc. and The Owasco River Railway, Inc., Landlord, and Metropolitan Transportation Authority, Tenant, dated as of April 8, 1994 as amended, MTA is the lessee of certain real property and trackage owned by Midtown Trackage Ventures, LLC and its affiliates, or their successors and assigns (hereinafter referred to as the "HH Lease"), which commenced April 8, 1994 for a term of 280 years and which includes the Easement Area as hereinafter defined in Exhibit A (the "Easement Area"); and

WHEREAS, the Grantee has undertaken a project commonly known as "RiverWalk", which will provide for the construction of a recreational railway running along the Hudson River through the various Hudson River communities within Westchester County, which railway shall be used by the general public for recreational purposes such as walking, running, biking, rollerblading, and other similar activities; and

WHEREAS, Grantor desires to cooperate with Grantee in its effort to encourage, promote and engage in recreational and cultural activities, projects and programs for the benefit of the

general public; and

WHEREAS, a part of the trailway shall be located on a portion of Grantor's Parcel (the "Trailway") and the Parties desire to enter into this Agreement to provide for the construction, use and maintenance of the Trailway upon the terms and conditions set forth herein.

WHEREAS, Grantee has formally expressed its desire, ability and intent to develop, operate and maintain recreational facilities upon Grantor's lands and to construct the Trailway; and

WHEREAS, Grantor desires to grant an easement in favor of Grantee, and its successors and assigns, across the Easement Area, which is a portion of Grantor's property located on the Hudson Rail Line in the Village of Tarrytown, New York for the Trailway.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants a non-exclusive leasehold easement (the "Easement") to Grantee, its successors and assigns over the Easement Area, subject to the following terms and conditions.

2. Use. The use of the Easement Area shall be limited to constructing, operating, maintaining, repairing, replacing, inspecting, restoring, and utilizing the Trailway for public park and recreation purposes, free of charge to the general public, such as walking, running, biking, rollerblading and other similar recreational activities.

3. Term. The term ("Term") of this Easement Agreement shall commence on January 1, 2009 and terminate on the earlier of (i) February 27, 2274 or (ii) the day immediately preceding the date of the earlier termination of the HH Lease, unless Grantor purchases the fee interest in the properties under the HH Lease, in which case the easement will continue on a

permanent basis.

4. Title. Grantor covenants that Grantor is the Lessee under the HH Lease and has the right, title and interest to make the Easement granted herein. Provided the Grantee abides by the provisions set forth in this Agreement, the Grantee, its successors, assigns, invitees, contractors and agents shall have non-exclusive quiet and peaceful enjoyment of the Easement, as otherwise provided for in this Easement Agreement.

5. Reserved Rights. Grantor reserves unto itself the right to operate its trains and to install, construct, maintain, repair and renew, as may be required by Grantor at Grantor's sole discretion, any railroad facilities that may now exist or may be hereafter required by Grantor within the Easement Area, including, but not limited to, overhead and underground viaduct and support structures, poles, pipes and wires, provided, however, Grantor agrees that such installation, construction, maintenance, repair or renewal shall not unreasonably interfere with Grantee's use of the Easement Area.

6. Grantor reserves unto itself, its employees, agents, licensees, contractors, successors and assigns, and any other person Grantor deems necessary or convenient, the rights to enter and cross the Easement Area at all times and for any purpose, using reasonable efforts not to interfere with Grantee's use of the Easement Area and if avoidance is not possible, limiting to the extent possible the amount of time such interference takes place, and will ensure that the Trailway remains passable and safe to users at all times. Grantor shall also provide Grantee at least ten (10) days prior notice of any intent to enter or cross the Easement Area unless it is for an emergency as reasonably determined by Grantor. Should any damage to the Trailway result from Grantor's entering or crossing the Trailway, Grantor shall be responsible, at Grantor's expense, to repair the Trailway to its condition prior to the damage and subject to the approval of Grantee.

7. The grant of this easement to Grantee shall be subject and subordinate to: (i) all ground or underlying leases and to all mortgages and deeds of trust and existing liens, encumbrances and agreements which may now or hereafter affect such leases or the real property

of which the Easement Area forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof ; and(ii) all easements, covenants and restrictions of record affecting the Easement Area, if any, to the extent that same are in force and effect.

8. Construction. The Trailway will be constructed in accordance with a design to be approved in writing by Metro-North in connection with an Entry Permit to be entered into between the Grantee and Metro-North for the construction of the Trailway. Grantee shall complete construction of Trailway within two (2) years after receipt of the fully executed Easement Agreement.

9. Relocation / Termination. (a) Should Grantor require the Easement Area in the future for a transportation purpose, this Easement Agreement is terminable by Grantor upon at least sixty (60) days prior written notice, provided however that Grantor agrees that it shall use reasonable efforts to provide for relocation of Grantee's facilities located within the Easement Area and related use to a Grantor owned or controlled location which will permit the Grantee to relocate the Trailway to a replacement location. Grantor agrees that in no event shall the Easement be terminated, unless it has been relocated, prior to the Grantee completing the call of the outstanding bonds used to finance the construction of the Trailway (the "Bonds"). The Grantee shall provide written notice to Grantor advising Grantor of: 1. when Grantee sells the Bonds; and 2. the commencement date and the termination date for the period of probable usefulness of the Trailway improvements funded with the Bonds, in both cases within thirty (30) calendar days of either event. If Grantor identifies such a replacement location then it shall notify Grantee and Grantee shall have the right to relocate its facilities and use to such replacement location. In all such circumstances, the cost and expense of such cessation and relocation shall be paid by Grantee and Grantee shall cooperate with Grantor in promptly implementing such relocation.

(b) The Grantor, its employees and agents, shall not be liable for damages to Grantee in the event that this Easement Agreement is terminated by Grantor as provided for herein, provided however, that if Grantor exercises the right to terminate as provided herein prior to the defeasance of all Bonds, Grantor shall have the obligation to reimburse the Grantee for the

construction costs of the Trailway as shown in Exhibit B, which are to be provided and certified to Grantor by Grantee within 90 days of completion of construction of the Trailway (hereinafter referred to as the "Reimbursable Amount"). The reimbursement for the construction costs shall be an amount equal to the unamortized value of the construction costs to the date of the termination of this Easement Agreement as depreciated on a straight-line basis over a period of fifteen (15) years beginning on the date on which the first of any bonds issued to construct the Trailway are sold (the "Bond Sale Date"). The Reimbursable Amount shall be forwarded by Grantor to Grantee by wire transfer (in same day funds) two business days prior to the bond call date. The Grantee shall give Grantor notice of the Bond Sale Date within thirty (30) calendar days after the Bond Sale Date. Grantor will, with all reasonable promptness, inspect the Trailway after receiving written notice from Grantee that Grantee considers the Trailway to be completed. The Trailway shall not be considered completed for purposes of this Easement until Grantor has inspected the Improvements and has determined to its satisfaction that the Trailway has been completed in accordance with the approved Plans.

Grantee shall keep all such records as may be necessary to document such cost of improvements and the amount of federal funding associated therewith. Grantee will provide Grantor with documentation, upon Grantor's request, in order to verify same.

10. Maintenance. Grantee agrees to maintain or cause to be maintained said Trailway and associated fence, retaining wall and drainage system in good condition including the prompt removal of any garbage or debris during the Term of the Easement Agreement, and shall promptly repair any damage to said installations during the Term of the Easement Agreement.

11. Force Account. If at any time the Railroad should deem inspectors, flagmen, watchmen, or maintenance of way personnel desirable or necessary to protect its operations or property, or its employees, patrons or licensees during the initial construction or subsequent improvements or alterations of the Trailway (excluding routine maintenance such as debris removal, patching, or minor repairs of asphalt or walls, snow removal, plant and tree maintenance and pruning, etc. provided such routine maintenance does not take place on the slope below the trail.), Railroad shall have the right to place such inspectors, flagmen, watchmen or maintenance of way personnel at the sole expense of Grantee. The instructions from Railroad

flagmen or other representatives of the Railroad on the job site must be strictly and promptly obeyed by the Grantee. The costs for such inspectors, flagmen, watchmen or maintenance of way personnel shall include, but not necessarily be limited to wages, applicable fringe benefits, payroll taxes and overhead rates and shall be calculated in accordance with currently applicable rules in effect pursuant to the collective bargaining agreements with the respective crafts at the time the work is performed. The full cost and expense of any flagmen, inspectors, watchmen or maintenance of way personnel shall be billed by Railroad and Grantee hereby agrees to pay the full cost within fifteen (15) days after billing.

The furnishing or failure to furnish inspectors, flagmen, watchmen or maintenance of way personnel by the Railroad, shall not release Grantee from any and all other liabilities assumed by the Grantee under the terms of this Easement Agreement. No entry or work commenced by Grantee shall take place without inspectors, flagmen or watchmen when Railroad deems such inspectors, flagmen or watchmen necessary. There shall be no entry upon Railroad or Grantor property without specific authorization from a Railroad representative on the site.

12. Insurance. Grantee shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, Commercial General Liability Insurance policy in Grantee's name underwritten by an insurer with an AM Best rating of A-/VII or better to cover liability assumed by Grantee under this Agreement. The limits of liability shall be in an amount of at least \$2,000,000 for each occurrence on a combined single limit basis for injuries to persons (including death) and damage to property, \$2,000,000 General Aggregate and \$2,000,000 in the Aggregate in respect to Products/Completed Operations. Such policy should be written on an occurrence form, and shall include the following provisions: contractual coverage for liability assumed by the Grantee; Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; Personal and Advertising Injury Coverage; and "Additional Insured" Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent approved by Grantor naming the Indemnitees and their subsidiaries and affiliates as identified in section 13.

The policy shall (i) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to Grantor; (ii) state or be endorsed to provide that the coverage afforded under the Grantee's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Grantor and Metro-North, and also that the Grantee's policies, primary and excess, must be exhausted before implicating any Grantor or Metro-North policy available. (iii) In addition, Grantee's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether Grantee's policies are primary and must be exhausted before implicating any Grantor or Metro-North policy available, Grantee's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Grantor or Metro-North policy available. At least two (2) weeks prior to the expiration of the policies, Grantee shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved by Grantor or Metro-North and the Grantee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention.

Grantee shall furnish evidence of the general liability policy upon execution of this agreement to the Grantor at: MTA Real Estate, Attn: Director of Real Estate, 347 Madison Avenue, 8th floor, New York, NY 10017. [Subsequent insurance renewals shall be mailed the Grantor c/o Greystone Corporate Realty Service, 875 Sixth Avenue, Suite 2411, New York, NY 100017.] Certificates of Insurance may be supplied as evidence of the aforementioned policy, along with a copy of the additional insured endorsement. However, if requested by Grantor, Grantee shall deliver to Grantor within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on Grantor's Certificate of Insurance Form); (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein; (5) reference the Agreement on the face of the certificate; and (6) expressly reference the

inclusion of all required endorsements.

Notwithstanding the requirements set forth in the above, Grantee may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. Grantee hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of Grantor, in the same amount and under the same terms set forth in the paragraph above as it would provide Grantor if Grantee were to purchase commercial insurance. Grantee further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to Grantor.

If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to Grantor, Grantor shall have the options to: (i) direct the Grantee to suspend the Agreement without any refund due or extension of time due on account thereof; of (ii) treat such failure as an Event of Default.

13. Indemnification. To the fullest extent permitted by law, Grantee, its successors or assigns, shall indemnify, defend and hold harmless Grantor, Metro-North Commuter Railroad Company, Midtown Trackage Ventures, LLC, Midtown TDR Ventures, LLC, Connecticut Department of Transportation (CDOT), National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. (CSX) and New York Central Lines, LLC, Delaware & Hudson Railway Company, Inc. (D&H) (collectively, the "Indemnitees") from and against any and all claims, damages, fines, causes of action, judgments, penalties, costs, liabilities, losses and awards that may arise during or after the Term as a result of (i) this Easement, (ii) construction, repair, replacement, restoration or improvement work done by or on behalf of Grantee on or around the Easement Area; (iii) the use, possession, enjoyment or operation of the Easement Area by Grantee or any of its employees, invitees (including the general public), agents, employees or contractors (in the case of each of the foregoing, however characterized) (each a "Grantee Party" and collectively the "Grantee Parties"), (iv) any act or omission by Grantee or anyone acting by or on behalf of Grantee, or (v) any default hereunder.

14. Enforcement. The Parties shall have the right to enforce this Easement Agreement by any proceeding at law or in equity against any person or persons violating or attempting to violate this Easement Agreement, to restrain said violation, to require specific performance and/or to recover damages, and to recover any legal fees incurred in connection with such proceeding. Failure by either Party to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

15. Metro-North. Metro-North shall have all rights and protections afforded Grantor under this Agreement and any actions of Metro-North with respect to this Agreement or the Easement Area shall be deemed to be and shall have the same effect as actions of Grantor.

16. Amendment. This Easement Agreement may not be amended except in a writing signed by the Grantor and Grantee or their successors or assigns.

17. Severability. Invalidity of any one of the provisions of this Easement Agreement by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.

18. Singular and Plural Form. Whenever the sense of this Easement Agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and/or neuter genders and visa versa.

19. Assignment. No Party shall assign or transfer this Agreement or any interest herein without the prior written consent of the other Parties, which consent shall not be unreasonably delayed, withheld or conditioned, subject to the appropriate legal approvals; provided, however, Grantor hereby acknowledges and consents to the Grantee's right to assign its operation and maintenance obligations under this Agreement to the Village of Tarrytown upon completion of the construction of the Trailway and upon (30) thirty days written notice to Grantor. Any other assignment, or attempt to assign, without the prior written consent of the other Parties shall be void. This Agreement is not transferable to any private or commercial entity. Notwithstanding the foregoing, Grantor may assign this Agreement to any and all successor owners of the

Easement Area without the prior written consent of the other Parties provided that such successor owners assume all rights and obligations hereunder; upon such permitted assignment, Grantor shall be released from all obligations and liabilities under this Agreement accruing after such assignment.

20. Successors and Assigns. All covenants, terms and conditions of the Easement contained herein shall at all times, without exception, be attached to and made a part the Easement conveyed hereunder and shall be real covenants which shall run with the land, and shall extend to and bind each party hereto, its legal representatives, successors and assigns.

21. No Third Party Rights. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns, including but not limited to the general public, any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, only the County, and not any third parties, shall be entitled to seek the enforcement of the provisions of this Agreement.

22. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State.

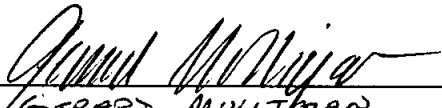
23. Recording. The Parties agree that the Grantee, at its sole cost and expense, shall cause this Agreement to be recorded and indexed to the deeds to which they refer. At any Party's request, additional copies of this Agreement shall be executed in the form and manner required for recording.

24. Enforceability. This Agreement shall not be enforceable until executed by all Parties and approved by the Office of the Westchester County Attorney.

IN WITNESS WHEREOF, the Parties have executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, on the day and date first above mentioned.

COUNTY OF WESTCHESTER

By:

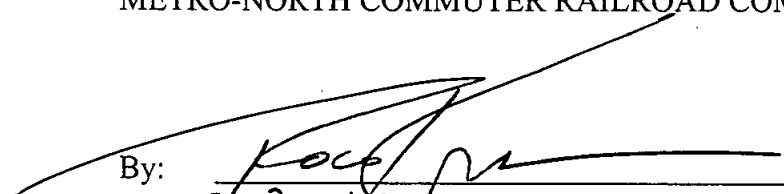

GERARD MULLIGAN
COMMISSIONER OF PLANNING

METROPOLITAN TRANSPORTATION AUTHORITY

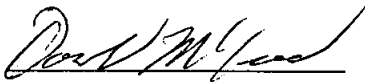
By and on behalf of:

METRO-NORTH COMMUTER RAILROAD COMPANY

By:


BY: ROCO KRSTULIC
TITLE: DIRECTOR OF REAL ESTATE.

Approved as to form
and manner of execution:



k/d/PLN/Riverwalk Tarrtown final docs/Metro North easemen5t riverwalk 12.10.08

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

Notary Public _____ County _____

EDWARD J. HOFFMEISTER
Notary Public, State of New York
No. 02HO4742897
Qualified in Westchester County
Commission Expires 9/30/2029

ACKNOWLEDGMENT FOR THE AUTHORITY

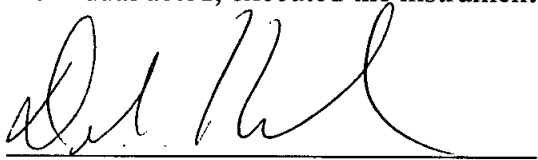
STATE OF NEW YORK)

) ss:

New York

COUNTY OF NEW YORK)

On this 20 day of April, ²⁰⁰⁹~~2008~~, before me, the undersigned, a Notary Public in and for said State, personally appeared Roco Krsulic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DEBBIE KADIR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6142865
Qualified in Kings County
Commission Expires March 27, 2010

EXHIBIT A – Legal Description of Easement Area

Trail Easement Through Lands Of New York Central Railroad Company In Favor Of Westchester County New York

All that certain plot, piece or parcel of land, situate lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, designated as a Tarrytown Riverwalk Easement, through Lands of New York Central Railroad in favor of the County of Westchester, New York, as shown on a certain map entitled, "Tarrytown – Riverwalk Easement Map Over New York Central Railroad Company Prepared For County of Westchester", Sheet 1 of 1. Said map filed in the Westchester County Clerk's Office, Division of Land Records _____ as map number _____, and designated as a Trail

Date

Easement Through Lands Of New York Central Railroad Company In Favor Of Westchester County New York. Said easement being more particularly bounded and described as follows;

Beginning at a point formed by the intersection of the southerly boundary line of Van Wart Avenue Right of Way shown on filed map volume 30, page 20-4, filed in the Westchester County Clerk's Office Division of Land Records and the division line between lands of the New York Central Railroad to the west and the lands now or formerly of Raymond P. Letourneau and Charles W. Lickel to the east.

Thence southerly through lands of the New York Central Railroad South 12 degrees 00 minutes 14 seconds West 96.18 to a curve bearing to the right having a radius of 500.00 feet and an arc length of 61.87 feet, to a curve bearing to the left having a radius of 235.00 feet and an arc length of 48.43 feet, to a curve bearing to the right having a radius of 580.00 feet and an arc length of 105.97 feet, to a curve bearing to the left having a radius of 470.00 feet and an arc length of 185.11 feet.

Thence South 04 degrees 48 minutes 41 seconds East 41.90, to a curve bearing to the left having a radius of 20.00 feet and an arc length of 4.40 feet, to a curve bearing to the left having a radius of 75.00 feet and an arc length of 15.14 feet to lands now or formerly of General Foods Corporation (Kraft.)

Thence westerly along the division line between said lands of General Foods Corporation (Kraft) to the south and lands of New York Central Railroad to the North
North 81 degrees 54 minutes 15 seconds West 50.37 feet.

Thence northerly through said lands of the New York Central Railroad Company, the following two courses and distances;

North 02 degrees 56 minutes 18 seconds West 77.16 feet

North 10 degrees 30 minutes 22 seconds East 480.59 feet to the southerly boundary line of Van Wart Avenue.

Thence easterly along said southerly boundary line of Van Wart Avenue South 78 degrees 04 minutes 28 seconds East 48.20 feet to the point or place of beginning.

Containing an area of 22,008.1829 Sq. Ft.
0.5052 Acres

Exhibit B
Construction costs of Trailway

To be supplied within 90 days of completion of construction of the Trailway.

NOT TO BE USED IN THE MOUNTAIN
TRAILWAY BEET BUILT TO ENHANCE
MAJOR

EXHIBIT B

**THIS INSTRUMENT IS EXEMPT FROM
RECORDING OR FILING FEES PURSUANT
TO LAW.**



A.T. COUNTY ATTORNEY