

**ADDENDUM NUMBER ONE**

**CONSTRUCTION OF THE MOUNTAIN CREEK STREAM RESTORATION**

**PROJECT NUMBER S-17-028-201**

**CITY OF CHATTANOOGA**

This addendum is an amendment to the Request for Bid documents for Project Number S-17-028-201 and as such will be made part of the Request for Bid documents.

A copy of the sign-in sheet from the Pre-Bid Meeting held on October 15 is attached.

The following changes shall be made to the Request for Bid documents:

**I. CLARIFICATION**

- A. Because an excess soil spoil area will not be available on the Cross property, delete Item 27 (Cash Allowance – Temporary Access Road) in the Bid Schedule.
- Q. What should be done with the existing sediment inside the middle and western culverts under Morrison Springs Road?
- A. The sediment should be removed and lawfully disposed of off-site. The depth of the sediment is unknown, but each of the two culverts is about 12’ wide and 80’ long. Payment for this work has been added to the attached, revised Bid Schedule as Line Item #27.
- Q. Are the boulders to be “quarry rock” or “mountain rock”?
- A. For the base bid the boulders, header rocks, footer rocks, and vortex rocks are to be “quarry rock”, as specified. For the additive alternate, shown as Line Item #28 on the revised Bid Schedule, the boulders are to be “mountain rock”.
- Q. Will the City consider 180 calendar days instead of the 110 days in the specifications?
- A. Because the construction period will be over the winter, the City will change the construction period to 160 days for substantial completion and 180 days for final completion.
- Q. Have the conservation easements been obtained?
- A. Yes, conversation easements for the three impacted property owners have been obtained. A copy of the signed conservation easements is attached to this Addendum No. 1.

II. DRAWING CLARIFICATION

1. Drawing T-2: Item 13 under Sequence of Construction Events, delete and replace with the following – “All excess material shall be lawfully disposed of off-site”.
2. Drawing SWPPP-1: Replace this sheet with the attached, revised sheet.
3. Drawing SWPPP-3: Under Item 3, Stage 2, delete “Haul extra material to excess soil spoil area”.
4. SWPPP-4: Item 6, delete and replace with the following – “Waste material (earth, rock, asphalt, concrete, etc.) not required for the construction of the project will be lawfully disposed of by the Contractor off-site.”
5. SWPPP-5: Item 9.3.2, delete and replace with the following – “Waste material (earth) not required for the construction of the project will be lawfully disposed of by the Contractor off-site.”
6. SWPPP-7: Item 15, change the TDEC CGP from “pending” to “obtained”.

III Additional Contract Specification

Section 00843 – Exhibit C Partial Retainage Release

CITY OF CHATTANOOGA, TENNESSEE

October 18, 2019  
Date

/s/ Justin Holland, Administrator  
Department of Public Works

SIGN-IN SHEET

PROJECT: MOUNTAIN CREEK STREAM RESTORATION PRELIM 28, DEC 10/15/19 10AM

| NAME                    | COMPANY                  | PHONE        | EMAIL                                 |
|-------------------------|--------------------------|--------------|---------------------------------------|
| 1 BONNIE MUMFORD DOBSON | OOC                      | 043 6031     | BONNIE@CHATTANOOGA.GOV                |
| 2 KADIR AMZEN           | OOC                      | 043 6179     | KAMEEN@CHATTANOOGA.GOV                |
| 3 DEBBIE TAUBY          | OOC                      | 043 7237     | DTAUBY@CHATTANOOGA.GOV                |
| 4 <i>Adam Speaks</i>    | RES                      | 919-608-5725 | aspeaks@res.us                        |
| 5 <i>Mike Reed</i>      | Thomas Bros Const Co Inc | 423-842-6233 | Cindy@tbecinc.net                     |
| 6 JOHN RICKETTS         | AECOM                    | 403-598-0682 | JOHN.RICKETS@AECOM.COM                |
| 7 Eric Baake            | City of Chatt            | 290-5707     | ebooker@chattanooga.gov               |
| 8 <i>Barry Filker</i>   | Keenco Const.            | 423-624-4111 | MARUS.FILKER@KEENOCO.CONSTRUCTION.COM |
| 9 Jon Hart              | Terracon                 | 423-637-8333 | Jon.Hart@terracon.com                 |
| 10                      |                          |              |                                       |
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| 22                      |                          |              |                                       |

file

Name of Grantee & send tax bills (if any) to:  
City of Chattanooga  
1250 Market St.  
Chattanooga, TN 37402

Tax Parcel No.  
Part of 108E A 002

Prepared by:  
City of Chattanooga  
1250 Market Street  
Chattanooga, TN 37402  
Attn: Rebecca E. Robinson, Water Quality Supervisor



Book/Page: **GI 11438 / 936**

Instrument: 2018082900057

6 Page EASEMENT

Recorded by KST on 8/29/2018 at 9:57 AM

MISC RECORDING FEE 30.00

DATA PROCESSING FEE 2.00

**TOTAL FEES \$32.00**

State of Tennessee Hamilton County  
Register of Deeds **PAM HURST**

**PROJECT NAME: Mountain Creek Stream Restoration Project**

**ADDRESS: Alpine Sigmont L. P., 4040 Mountain Creek Road, Chattanooga TN, 37415**

**STATE OF TENNESSEE**

**COUNTY OF HAMILTON**

CONSERVATION EASEMENT

cc

THIS CONSERVATION EASEMENT ("Easement") is made this 14 day of March, 2018 by Alpine Sigmont L. P. located at 4040 Mountain Creek Road, Chattanooga TN, 37415 but with a business office located at 2722 Old Elm Hill Pike Suite A, NASHVILLE, TN 37214 (hereinafter referred to as "Grantor"), and the CITY OF CHATTANOOGA, a municipal corporation (hereinafter referred to as "Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, lessees, agents and licenses, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain parcel of real property situated, lying and being in the City of Chattanooga, Hamilton County, Tennessee, conveyed to Grantor by instrument recorded in Deed Book 5349 at Page 739 in the Hamilton County Registry of Deeds, more particularly described in Exhibit Drawing No. 1, attached hereto and incorporated herein by reference ("Property");

WHEREAS, Grantee has determined the need for improvements to the stream channel currently existing on a 0.20 acre portion of Grantor's Property and needs access to that portion of the Property shown on Exhibit Drawing No. 1 and designated thereon as the Easement Area "Alpine Sigmont LP", (hereinafter referred to as Easement Area) in order to proceed with the installation, construction, repair and maintenance of said improvements; and

**LEGAL DESCRIPTION OF PROPERTY:**

**BEGINNING** at the southeastern corner of said Alpine property and being the northeastern corner of the Mountain Creek Multifamily Partners, LLC (MCMP) property described in Deed Book 11017, Page 33, as recorded in said Register's Office and being in the center of Mountain Creek; thence leaving the center of Mountain Creek and along the common line of said Alpine and MCMP property, North 63 degrees 58 minutes West 77.6 feet, more or less; thence leaving said common line, North 30 degrees 04 minutes East 107.4 feet, more or less; thence South 63 degrees 54 minutes

East 82.3 feet, more or less, to the northwest corner of the Ruby Parker Cross (Cross) property described in Deed Book 3053, Page 571, as recorded in said Register's Office and being the center of Mountain Creek; thence in a Southwardly direction along the meanderings of the center of Mountain Creek and being the common line of said Alpine and Cross property, a distance of 108.5 feet, more or less, the chord bearing and distance of said call being South 32 degrees 32 minutes West 107.7 feet, more or less, to the Point of Beginning.  
All containing 8,880 square feet (more or less).

WHEREAS, Grantor and Grantee recognize that the Easement Area will be disturbed during the construction and installation of the referenced improvements, but desire to see the Property restored to a natural state and maintained in that condition at the completion of the stream restoration project, and they further wish to limit activities or acts detrimental to the land or water areas within the Easement Area and prevent the use or development of the Easement Area for any purpose or in any manner that would conflict with the maintenance of that property in its restored natural condition.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Tennessee, Grantor hereby, (for the payment of \$1.00) grants and conveys unto Grantee this Conservation Easement in perpetuity over the Easement Area of the Property described on the Exhibit Drawing No. 1 of the nature and character and to the extent hereinafter set forth:

1. Purpose. The purpose of this Stream restoration/Conservation Easement is to give Grantee the right to enter upon the Property to make improvements to stream restoration facilities, including the right to construct, install, improve, operate, inspect, repair and maintain stream restoration facilities within the Easement Area, including improvements to the banks and bed of the Mountain Creek, obtain samples of water from time to time for testing purposes, to remove from the Easement Area trees, structures or other obstructions to the proper maintenance and operation of said stream restoration facilities. Upon completion of the stream restoration improvements, the purpose of this Easement is to give Grantee the perpetual right to restore, maintain and enhance the Easement Area to a natural, undeveloped condition that contributes to the protection and improvement of water quality, flood protection, wildlife and aquatic habitat, and prevent any use of the protected Easement Area that will significantly impair or interfere with these purposes. Upon completion of construction and the as-built drawings for the subject project Grantee will submit a Letter of Map Revision (LOMR) to FEMA.

2. Prohibited and Restricted Activities. Upon completion of the stream restoration project on the Property, any activity on, or use of, the Property within the Easement Area inconsistent with the purpose of this Easement is prohibited. The Easement Area shall be restored to and thereafter preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Any activity or use of the Property inconsistent with the purpose of the Easement is prohibited.

B. Disturbance of Natural Features. There shall be no change, disturbance, alteration or impairment of the natural features within the Easement Area. There shall be no change in topography of the land and no alteration of the restored, enhanced or created drainage patterns.

C. Vegetation. Unauthorized cutting, removal, harming, or destruction of any trees, shrubs or other vegetation in the Easement Area is prohibited. Removal of dead, diseased or damaged trees and non-native species is allowed with approval of the Grantee. Mowing within the Easement Area is prohibited. There shall be no unauthorized introduction of new plant or animal species. Livestock grazing is prohibited.

D. Construction. There shall be no construction or placement of temporary or permanent structures or facilities, including, but not limited to fences, pavement, storage buildings and storage tanks on, under, or above the Easement Area. Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.

E. Signage. No signs shall be permitted on or over the Easement Area, except the posting of no trespassing signs, way finding signs, or signs for educational and interpretive purposes.

F. Dumping or Storage. Dumping or storage of leaves, grass clippings, soil, trash, ashes, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste or similar items is prohibited.

3. Grantee's Rights. In addition to the rights granted above, the Grantee or its authorized representatives, successors and assigns shall have the right to enter the Easement Area at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Easement. The Grantee shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

It is understood and agreed by and between the parties that the Grantee shall have the right to enter and have access to lands of the Grantor adjacent to or in the vicinity of the Easement Area as may be needed for the purposes described above, and no entry for such purposes shall be deemed a trespass. Any damage that may occur outside the Easement Area to landscaping, fences, buildings, or other structures resulting from the Grantee's exercise of the right of entry and access shall be repaired by the Grantee.

4. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Easement Area resulting from such causes.

5. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Parties.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

GRANTOR:

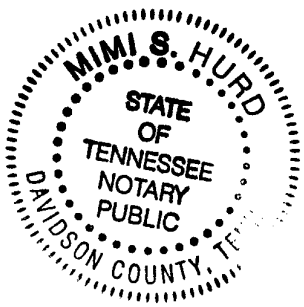
By: Raymond B. Hurd, president of HIMC, G.P. (SEAL)  
(Add Name)  
(Add Title)

Alpine Sigmont L. P.  
STATE OF TENNESSEE COUNTY OF DAVIDSON

I, Mimi S. Hurd, A Notary Public of the County and State aforesaid, certify that Raymond B. Hurd, President of Himc, G.P. (title) of Alpine Sigmont L. P. Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed, and also is authorized to sign on behalf of the above-named entity.

WITNESS my hand and official stamp or seal, this the 14 day of May, 2018.  
Mimi S. Hurd  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
March 3, 2020



ACTUAL VALUE

The parties acknowledge and agree that the actual value of the transfer is \$0.00. The parties also acknowledge and agree that in lieu of financial transfer, Grantee shall submit a Letter of Map Revision (LOMR) to FEMA, on behalf of Grantor, in accordance with Paragraph One (1).

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

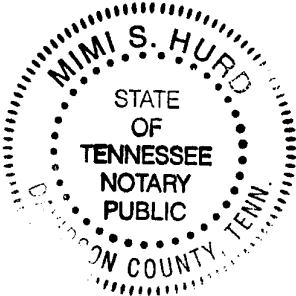
By: Raymond B Hurd, pres. of G.P.  
Managing Member (Add Name)  
Alpine Sigmont L. P.

I, Mimi S. Hurd, A Notary Public of the County and State aforesaid, certify that Raymond B. Hurd, President of G.P. (title) of Alpine Sigmont L. P., Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed, and also is authorized to sign on behalf of the above-named entity.

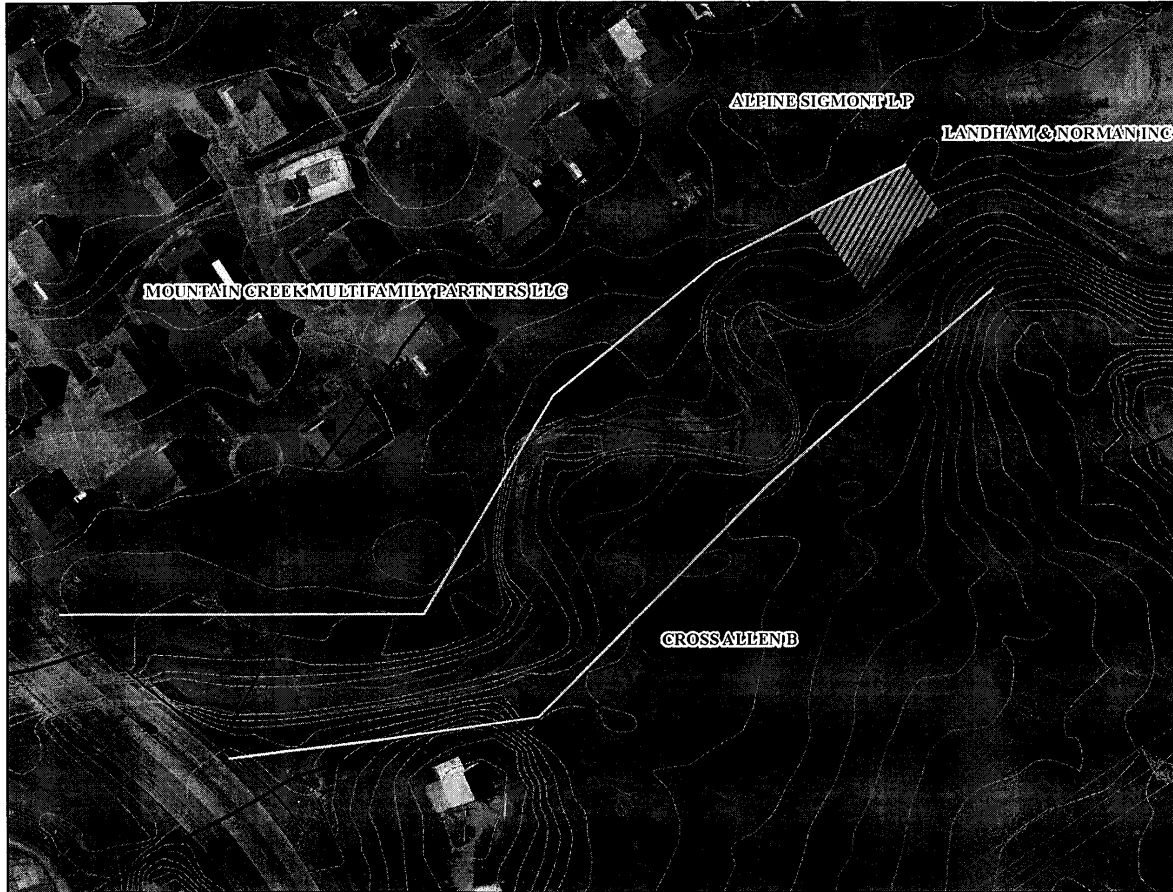
WITNESS my hand and official stamp or seal, this the 14 day of May, 2018.



Mimi S. Hurd  
Notary Public

My Commission Expires:  
March 3, 2020







|   |
|---|
| Mountain Creek Stream Restoration   |
| Tax Parcel No.<br>108E A 002  |
| <b>Legend</b><br>— Top of Bank<br>--- Entire Project Easement<br>▨ Conservation Easement<br>▭ Property Line<br>▭ Floodway   |
| <br>40 20 0 40 Feet<br> |
| Proposed Conservation Easement<br>Alpine Sigmont LP<br><br>0.16 Acres   |

Book/Page: **GI 11414 803**

Name of Grantee & send tax bills (if any) to:

City of Chattanooga  
1250 Market St  
Chattanooga, TN 37402

Tax Parcel No.

Part of 108E-A/001

Instrument: 2018073100219

6 PAGE EASEMENT Value of \$ 0.00  
Recorded by PJH on 7/31/2018 at 4:18 PM

|                     |          |
|---------------------|----------|
| MISC Recording Fee  | \$ 30.00 |
| Deed Recording Fee  | \$ 0.00  |
| Data Processing Fee | \$ 2.00  |
| Conveyance Tax      | \$ 0.00  |
| Probate Fee         | \$ 0.00  |
| Efile Fee           | \$ 2.00  |

TOTAL FEES \$ 34.00

Prepared by:

City of Chattanooga | Department of Public Works  
1250 Market Street  
Chattanooga, TN 37402  
Attn: Rebecca E. Robinson, Water Quality Supervisor

State of Tennessee Hamilton County **PAM HURST**  
Register of Deeds  
Electronically Recorded By CSC

**PROJECT NAME: Mountain Creek Stream Restoration Project**

**ADDRESS: Mountain Creek Multifamily Partners, LLC (MCMP), 701 Morrison Springs Rd, Chattanooga, TN 37415**

**STATE OF TENNESSEE  
COUNTY OF HAMILTON**

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is made this 31 day of July, 2018 by Mountain Creek Multifamily Partners, LLC (MCMP) whose address is 701 Morrison Springs Rd, Chattanooga, TN 37415 (hereinafter referred to as "Grantor"), and the CITY OF CHATTANOOGA, a municipal corporation (hereinafter referred to as "Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, lessees, agents and licenses, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain parcel of real property situated, lying and being in the City of Chattanooga, Hamilton County, Tennessee, conveyed to Grantor by instrument recorded in Deed Book 11017 at Page 33 in the Hamilton County Registry of Deeds, more particularly described in Exhibit Drawing No. 1, attached hereto and incorporated herein by reference ("Property");

WHEREAS, Grantee has determined the need for improvements to the stream channel currently existing on a 0.95 acre portion of Grantor's Property and needs access to that portion of the Property shown on Exhibit Drawing No. 1 and designated thereon as the Easement Area "Mountain Creek Multi-Family Partners LLC", (hereinafter referred to as Easement Area) in order to proceed with the installation, construction, repair and maintenance of said improvements; and

**LEGAL DESCRIPTION OF PROPERTY:**

**BEGINNING** at the southeastern corner of said MCMP property and being on the northern right-of-way of Morrison Springs Road; thence along with said north line of Morrison Springs Road in a curve to the right, said curve having a radius of 900.9 feet, a chord of North 79 degrees 13 minutes West a distance of 176.0 feet and an arc length of 176.3 feet, more or less; thence leaving said north line of Morrison Springs Road, North 60 degrees 06 minutes East a distance of 241.0 feet, more or less, to a point on the eastern line of said MCMP property and being the western line of

the Ruby Parker Cross (Cross) property described in Deed Book 3053, Page 571, as recorded in said Register's Office; thence along the common line of said MCMP and Cross property, South 25 degrees 36 minutes West a distance of 7.9 feet, more or less, and South 12 degrees 36 minutes West a distance of 149.6 feet, more or less, to the Point of Beginning. All containing 14,200 square feet (more or less).

AND

**BEGINNING** at the northeastern corner of said MCMP property and being in the center of Mountain Creek and being on the western line of the Ruby Parker Cross (Cross) property described in Deed Book 3053, Page 571, as recorded in said Register's Office; thence in a Southwardly direction along the meanderings of the center of Mountain Creek and being the common line of said MCMP and Cross property, a distance of 470.1 feet, more or less, the chord bearing and distance of said call being South 25 degrees 36 minutes West 287.5 feet, more or less; thence leaving said center of Mountain Creek and continuing along said common line, North 71 degrees 39 minutes West 16.5 feet and South 25 degrees 36 minutes West 135.1 feet, more or less; thence leaving said common line, North 05 degrees 39 minutes West 82.8 feet, more or less; thence North 20 degrees 33 minutes East 277.5 feet, more or less; thence North 30 degrees 04 minutes East 78.4 feet, more or less, to the northern line of said MCMP property and being the southern line of the Alpine Sigmont, L.P. (Alpine) property described in Deed Book 5349, Page 739, as recorded in said Register's Office; thence along the common line of MCMP and Alpine property, South 63 degrees 58 minutes East 77.6 feet, more or less, to the Point of Beginning. All containing 27,170 square feet (more or less).

WHEREAS, Grantor and Grantee recognize that the Easement Area will be disturbed during the construction and installation of the referenced improvements, but desire to see the Property restored to a natural state and maintained in that condition at the completion of the stream restoration project, and they further wish to limit activities or acts detrimental to the land or water areas within the Easement Area and prevent the use or development of the Easement Area for any purpose or in any manner that would conflict with the maintenance of that property in its restored natural condition.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Tennessee, Grantor hereby, (for the payment of \$1.00) grants and conveys unto Grantee this Conservation Easement in perpetuity over the Easement Area of the Property described on the Exhibit Drawing No. 1 of the nature and character and to the extent hereinafter set forth:

1. Purpose. The purpose of this Stream/Conservation Easement is to give Grantee the right to enter upon the Property to make improvements to stream restoration facilities, including the right to construct, install, improve, operate, inspect, repair and maintain stream restoration facilities within the Easement Area, including improvements to the banks and bed of the Mountain Creek, obtain samples of water and land from time to time for testing purposes, to remove from the Easement Area trees, structures or other obstructions to the proper maintenance and operation of said stream restoration facilities. Upon completion of the stream restoration improvements, the purpose of this Easement is to give Grantee the perpetual right to restore, maintain and enhance the Easement Area to a natural, undeveloped condition that contributes to the protection and improvement of water quality, flood protection, wildlife and aquatic habitat,

and prevent any use of the protected Easement Area that will significantly impair or interfere with these purposes. Upon completion of construction and the as-built drawings for the subject project Grantee will submit a Letter of Map Revision (LOMR) to FEMA.

2. Prohibited and Restricted Activities. Upon completion of the stream restoration project on the Property, any activity on, or use of, the Property within the Easement Area inconsistent with the purpose of this Easement is prohibited. The Easement Area shall be restored to and thereafter preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Any activity or use of the Property inconsistent with the purpose of the Easement is prohibited.

B. Disturbance of Natural Features. There shall be no change, disturbance, alteration or impairment of the natural features within the Easement Area. There shall be no change in topography of the land and no alteration of the restored, enhanced or created drainage patterns.

C. Vegetation. Unauthorized cutting, removal, harming, or destruction of any trees, shrubs or other vegetation in the Easement Area is prohibited. Removal of dead, diseased or damaged trees and non-native species is allowed with approval of the Grantee. Mowing within the Easement Area is prohibited. There shall be no unauthorized introduction of new plant or animal species. Livestock grazing is prohibited.

D. Construction. There shall be no construction or placement of temporary or permanent structures or facilities, including, but not limited to fences, pavement, storage buildings and storage tanks on, under, or above the Easement Area. Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.

E. Signage. No signs shall be permitted on or over the Easement Area, except the posting of no trespassing signs, way finding signs, or signs for educational and interpretive purposes.

F. Dumping or Storage. Dumping or storage of leaves, grass clippings, soil, trash, ashes, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste or similar items is prohibited.

3. Grantee's Rights. In addition to the rights granted above, the Grantee or its authorized representatives, successors and assigns shall have the right to enter the Easement Area at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Easement. The Grantee shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement rights granted herein do not include public access rights.

It is understood and agreed by and between the parties that the Grantee shall have the right to enter and have access to lands of the Grantor adjacent to or in the vicinity of the Easement Area

as may be needed for the purposes described above, and no entry for such purposes shall be deemed a trespass. Any damage that may occur outside the Easement Area to landscaping, fences, buildings, or other structures resulting from the Grantee's exercise of the right of entry and access shall be repaired by the Grantee.

4. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Easement Area resulting from such causes.

5. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Parties.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

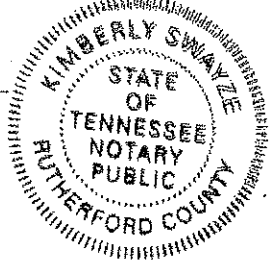
[SIGNATURES TO FOLLOW]

GRANTOR:  
By: [Signature] (SEAL)  
Managing Member (Add Name)  
Mountain Creek Multifamily Partners, LLC

I, Kimberly Swayze, A Notary Public of the County and State aforesaid, certify that Frederick Scanda, Authorized Signatory (title) of Mountain Creek Multifamily Partners, LLC, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed, and also is authorized to sign on behalf of the above-named entity.

WITNESS my hand and official stamp or seal, this the 27<sup>th</sup> day of July, 2018.

My Commission Expires:  
1-24-21



[Signature]  
Notary Public

**ACTUAL VALUE**

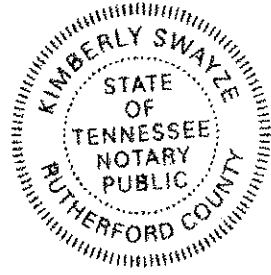
The parties acknowledge and agree that the actual value of the transfer is \$0.00. The parties also acknowledge and agree that in lieu of financial transfer, Grantee shall submit a Letter of Map Revision (LOMR) to FEMA, on behalf of Grantor, in accordance with Paragraph One (1).

By: [Signature]  
Managing Member (Add Name) Gordon D. White  
Mountain Creek Multifamily Partners, LLC

I, Kimberly Swayze, A Notary Public of the County and State aforesaid, certify that Gordon White, Authorized Signatory (title) of Mountain Creek Multifamily Partners, LLC, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed, and also is authorized to sign on behalf of the above-named entity.

WITNESS my hand and official stamp or seal, this the 27<sup>th</sup> day of July, 2018.

My Commission Expires:  
1-24-21



[Signature]  
Notary Public

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the  
Signer's Name  
custodian of the electronic version of the attached document tendered for registration herewith and that this  
is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood  
Signature

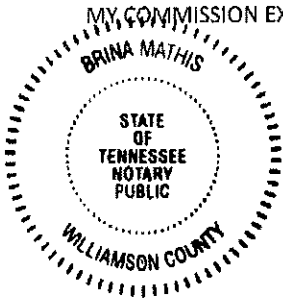
State of Tennessee  
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and  
Notary's Name  
state, Heather Wood, who acknowledges that this certification of an electronic  
Signer's Name  
document is true and correct and whose signature I have witnessed.

Brina Mathis  
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Map Parcel 108L A 010  
IOM CITY REAL PROPERTY

PROJECT NAME: Mountain Creek Stream Restoration Project

Name of Grantee & send tax bill (if any) to:

City of Chattanooga  
1250 Market Street  
Chattanooga, TN 37402

Tax Parcel No.

Part of 08L A 010

Prepared by:

City of Chattanooga | Department of Public Works  
1250 Market Street  
Chattanooga, TN 37402  
Attn: Rebecca E Robinson, Water Quality Supervisor



Book/Page: **GI 11722 / 381**  
Instrument: 2019080700140  
7 Page EASEMENT Value of \$24,335.20  
Recorded by TLF on 8/7/2019 at 1:04 PM  
MISC RECORDING FEE 35.00  
DATA PROCESSING FEE 2.00  
  
**TOTAL FEES \$37.00**  
State of Tennessee Hamilton County Register of Deeds **MARC GRAVITT**

**PROJECT NAME: Mountain Creek Stream Restoration Project**

**ADDRESS: Anne L. Cross & Allen B. Cross, 657 Morrison Springs Rd, Chattanooga, TN 37415**

**STATE OF TENNESSEE  
COUNTY OF HAMILTON**

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is made this 16<sup>th</sup> day of July, 2019 by Anne L. Cross & Allen B. Cross whose mailing address is 657 Morrison Springs Rd, Chattanooga, TN 37415 (hereinafter referred to as “Grantor”), and the CITY OF CHATTANOOGA, a municipal corporation (hereinafter referred to as “Grantee”). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, lessees, agents and licenses, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain parcel of real property situated, lying and being in the City of Chattanooga, Hamilton County, Tennessee, conveyed to Grantor by instrument recorded in Deed Book 3053 at Page 571 in the Hamilton County Registry of Deed, more particularly described in Exhibit Drawing No. 100A, attached hereto and incorporated herein by reference (“Property”);

WHEREAS, Grantee has determined the need for improvements to the stream channel currently existing on a 2.49 acre portion of Grantor’s Property (for the payment of \$24,335.20) and needs access to that portion of the Property shown on Exhibit Drawing No. 100A and designated thereon as the Easement Area “Anne L. Cross & Allen B. Cross”, (hereinafter referred to as Easement Area) in order to proceed with the installation, construction, repair and maintenance of said improvements; and

LEGAL DESCRIPTION OF PROPERTY:  
FARM 3041-93A MORRISON SPRINGS RD



**BEGINNING** at the southwestern corner of said Cross property and being on the northern right-of-way of Morrison Springs Road and being the southeastern corner of Mountain Creek Multifamily Partners, LLC (MCMP) property described in Deed Book 11017, Page 33, as recorded in said Register's Office; thence leaving said north line of Morrison Springs Road and along the common line of said Cross and MCMP property, North 12 degrees 36 minutes East 149.6 feet, more or less; thence leaving said common line, North 60 degrees 06 minutes East 97.1 feet, more or less, thence North 05 degrees 39 minutes West 105.9 feet, more or less, returning to said common line; thence along said common line, North 25 degrees 36 minutes East 135.1 feet, more or less, and South 71 degrees 39 minutes East 16.5 feet, more or less, to the center Mountain Creek; thence in a Northwardly direction along the meanderings of the center of Mountain Creek and being the common line of said Cross and MCMP property, a distance of 470.1 feet, more or less, the chord bearing and distance of said call being North 25 degrees 36 minutes East 287.5 feet, more or less, to the northeastern corner of said MCMP property and being the southeastern corner of the Alpine Sigmont, L.P. (Alpine) property described in Deed Book 5349, Page 739, as recorded in said Register's Office; thence continuing in a Northwardly direction along the meanderings of the center of Mountain Creek and being the common line of said Cross and Alpine property, a distance of 108.5 feet, more or less, the chord bearing and distance of said call being North 32 degrees 32 minutes East 107.7 feet, more or less, to the northwestern corner of said Cross property; thence along the northern line of said Cross property, South 63 degrees 46 minutes East 283.6 feet, more or less; thence South 14 degrees 38 minutes West 136.0 feet, more or less; thence South 14 degrees 43 minutes West 174.7 feet, more or less; thence South 51 degrees 47 minutes West 159.8 feet, more or less; thence South 53 degrees 19 minutes West 135.5 feet, more or less, to a point on the northern right-of-way of Morrison Springs Road; thence along said right-of-way, in a curve to the distance of 32.2 feet and an arc length of 32.2 feet, more or less, to the Point of Beginning. All containing 108,464 square feet (more or less).

WHEREAS, Grantor and Grantee recognize that the Easement Area will be disturbed during the construction and installation of the referenced improvements, but desire to see the Property restored to a natural state and maintained in that condition at the completion of the stream restoration project, and they further wish to limit activities or acts detrimental to the land or water areas within the Easement Area and prevent the use of development of the Easement Area for any purpose or in any manner that would conflict with the maintenance of the property in its restored natural condition.

WHEREAS, Grantee requires that the interest of the lenders and or lien holders be subordinated so that the City's easement interest is free and clear. All liens against the subject property must be paid in full by the Grantor prior to the actual value of the transfer payment.

NOW, THEREFORE, for an in consideration of the premises and the mutual covenants, terms, conditions and restriction contained herein, and pursuant to the laws of Tennessee, Grantor hereby, (for the payment of \$24,335.20) grants and conveys unto Grantee this Conservation Easement in perpetuity over the Easement Area of the Property described on the Exhibit Drawing No. 100A of the nature and character and to the extent hereinafter set forth:

1. Purpose. The purpose of this Stream/Conservation Easement is to give Grantee the right to enter upon the Property to make improvements to stream restoration facilities, including the right to construct, install, improve, operate, inspect, repair and maintain stream restoration facilities within the Easement Area, including improvements to the banks and bed of the Mountain Creek, obtain samples of water from time to time for testing purposes, to remove from the Easement Area trees, structures or other obstruction to the proper maintenance and operation of said stream restoration facilities. Upon completion of the stream restoration improvement, the purpose of this Easement is to give Grantee the perpetual right to restore, maintain and enhance the Easement Area to a natural, undeveloped condition that contributes to the protection and improvement of water quality, flood protection, wildlife and aquatic habitat, and prevent any use of the protected Easement Area that will significantly impair or interfere with these purposes.

2. Prohibited and Restricted Activities. Upon completion of the stream restoration project on the Property, any activity on, or use of, the Property within the Easement Area inconsistent with the purpose of this Easement is prohibited. The Easement Area shall be restored to and thereafter preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. Any activity or use of the Property inconsistent with the purpose of the Easement is prohibited.

B. Disturbance of Natural Features. There shall be no change, disturbance, alteration or impairment of the natural features within the Easement Area. There shall be no change in topography of the land and no alteration of the restored, enhanced or created drainage patterns.

C. Vegetation. Unauthorized cutting, removal, harming, or destruction of any trees, shrubs or other vegetation in the Easement Area is prohibited. Removal of dead, diseased or damaged trees and non-native species is allowed with approval of the Grantee. Mowing within the Easement Area is prohibited. There shall be no unauthorized introduction of new plant or animal species. Livestock grazing is prohibited.

D. Construction. There shall be no construction or placement of temporary or permanent structures or facilities, including, but not limited to fences, pavement, storage buildings and storage tanks on, under, or above the Easement Area. Pipeline and utility line construction will be minimized to the greatest extent reasonably practicable.

E. Signage. No signs shall be permitted on or over the Easement Area, except the posting of no trespassing signs, way finding signs, or signs for educational and interpretive purposes.

F. Dumping or Storage. Dumping or storage of leaves, grass clippings, soil, trash, ashes, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste or similar items is prohibited.

3. Grantee's Rights. In addition to the rights granted above, the Grantee or its authorized representatives, successors and assigns shall have the right to enter the Easement Area at all reasonable times for the purpose of inspecting said property to determine if the Grantor, or his personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this Easement. The Grantee shall also have the right to enter and go upon the Property for purposes of making scientific or educational observations and studies, and taking samples. The easement right granted herein do not include public access rights.

Any damage that may occur outside the Easement Area to landscaping, fences, buildings, or other structures resulting from the Grantee's exercise of the right of entry and access shall be repaired by the Grantee.

4. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement Shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from causes beyond the Grantor's control, including, without limitation , fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or have to the Easement Area resulting from such causes.

5. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Property. The Grantor and Grantee agree that the terms of the Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Parties.

TO HAVE AND TO HOLD the said rights and easements perpetually unto Grantee for the aforesaid purposes.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

[SIGNATURES TO FOLLOW]

PROJECT NAME: Mountain Creek Stream Restoration Project

GRANTOR:

By: Anne L. Cross (SEAL)  
Anne L. Cross

I, Dottie McKinney, A Notary Public of the County and State aforesaid, certify that Anne L. Cross, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of her free act and deed.

WITNESS my hand and official stamp or seal, this the 16<sup>th</sup> day of July.

Dottie McKinney  
Notary Public



My Commission Expires:

4-13-2021

ACTUAL VALUE

The parties acknowledge and agree that the actual value of the transfer is \$24,335.20.

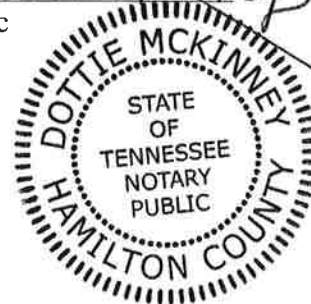
Anne L. Cross  
Anne L. Cross

Per Hamilton County Register  
of Deeds Grantee's signature  
required. 7-18-19

I, Dottie McKinney, A Notary Public of the County and State aforesaid, certify that Anne L. Cross, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of her free act and deed.

WITNESS my hand and official stamp or seal, this the 16<sup>th</sup> day of July.

Dottie McKinney  
Notary Public



RER

My Commission Expires:

4-13-2021

PROJECT NAME: Mountain Creek Stream Restoration Project

Acknowledged and accepted by Grantee on this the 23<sup>rd</sup> day of

July, 2019

GRANTEE: City of Chattanooga, Tennessee



STATE OF TENNESSEE  
COUNTY OF HAMILTON

By: [Signature]

Print Name: Justin Holland

Title: Public Works Administration

On this 23<sup>rd</sup> day of July, 2019, before me personally appeared Justin Holland with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the person described in the foregoing instrument, acknowledge himself/herself to have the authority to sign, and acknowledged that he/she executed the same as his/her free act and deed.

WITNESS my hand and Notarial Seal in said aforesaid State and County of the day an year witnessed above.

[Signature]

NOTARY PUBLIC

My Commission expires: 10/12/20

**STATE OF TENNESSEE COUNTY OF HAMILTON**

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 24,335.20, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

ACTUAL VALUE

and that the actual value of the transfer is \$24,335.20.

EXEMPT - Real Property Manager  
Affiant

Subscribed and sworn before me on  
August 7, 2019

[Signature]  
Deputy  
Marc Gravitt, Register of Deeds

PROJECT NAME: Mountain Creek Stream Restoration Project

GRANTOR:

By: Allen B Cross (SEAL)  
Allen B. Cross

I, Corey Josephson, A Notary Public of the County and State aforesaid, certify that Allen B. Cross, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed.

WITNESS my hand and official stamp or seal, this the 25 day of June 2019

Corey J  
Notary Public

My Commission Expires:

03/31/2023



Corey Josephson  
State of Florida  
My Commission Expires 03/31/2023  
Commission No. GG 317996

ACTUAL VALUE

The parties acknowledge and agree that the actual value of the transfer is \$24,335.20.

~~Allen B Cross  
Allen B. Cross~~

Per Hamilton County Register of  
Deeds Grantee's signature required  
7-18-19

I, Corey Josephson, A Notary Public of the County and State aforesaid, certify that Allen B. Cross, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument to be of his free act and deed.

WITNESS my hand and official stamp or seal, this the 25 day of June 2019.

~~Corey J  
Notary Public~~

My Commission Expires:

~~03/31/2023~~

RER



Corey Josephson  
State of Florida  
My Commission Expires 03/31/2023  
Commission No. GG 317996

| <b>BID SCHEDULE</b>               |  |                    |      |            |             |
|-----------------------------------|--|--------------------|------|------------|-------------|
| Mountain Creek Stream Restoration |  |                    |      |            |             |
| S-17-028-201                      |  |                    |      |            |             |
| <b>CHATTANOOGA, TENNESSEE</b>     |  |                    |      |            |             |
| <b>DESCRIPTION</b>                |  |                    |      |            |             |
| Item No.                          | Description  | Estimated Quantity | Unit | Unit Price | Total Price |
| 1.                                | Mobilization/Demobilization  | 1                  | LS   | \$         | \$          |
| 2.                                | Maintenance of Traffic   | 1                  | LS   | \$         | \$          |
| 3.                                | Construction Surveying   | 1                  | LS   | \$         | \$          |
| 4.                                | Clearing and Grubbing  | 2.5                | Acre | \$         | \$          |
| 5.                                | EPSC/SWPPP   | 1                  | LS   | \$         | \$          |
| 6.                                | Stream Pump Around System  | 1                  | LS   | \$         | \$          |
| 7.                                | Construction Safety Fence  | 140                | LF   | \$         | \$          |
| 8.                                | Temporary Silt Fence   | 850                | LF   | \$         | \$          |
| 9.                                | Construction Entrance  | 1                  | EA   | \$         | \$          |
| 10.                               | Temporary Stream Crossing  | 1                  | EA   | \$         | \$          |
| 11.                               | Tree Protection Fence  | 200                | LF   | \$         | \$          |
| 12.                               | Grading (1100 CY)  | 1                  | LS   | \$         | \$          |
| 13.                               | Excess Excavated Material Spoil and Compaction (4,800 CY)                      | 1                  | LS   | \$         | \$          |
| 14.                               | Step Pool  | 1                  | EA   | \$         | \$          |
| 15.                               | Rock Toe   | 60                 | LF   | \$         | \$          |
| 16.                               | Constructed Riffle   | 6                  | EA   | \$         | \$          |
| 17.                               | Channel Plug   | 820                | CY   | \$         | \$          |
| 18.                               | Construction Documentation   | 1                  | LS   | \$         | \$          |
| 19.                               | Coir matting   | 1,400              | SY   | \$         | \$          |
| 20.                               | Bare Root Seedlings  | 3600               | EA   | \$         | \$          |
| 21.                               | Live Stakes  | 2400               | EA   | \$         | \$          |
| 22.                               | Brush Mattress   | 170                | LF   | \$         | \$          |
| 23.                               | Rock Grade Control Vane  | 4                  | EA   | \$         | \$          |
| 24.                               | Rock Cross Vane  | 4                  | EA   | \$         | \$          |
| 25.                               | Permanent Seeding and Mulching   | 2.5                | Acre | \$         | \$          |
| 26.                               | Invasive Control   | 1.5                | Acre | \$         | \$          |
| 27.                               | Removal of Existing Sediment from Culverts                                     | 1                  | LS   | \$         | \$          |
|                                   | <b>Grand Total</b>   |                    |      |            | \$          |
| 28.                               | Additive Alternate – Change Boulders from “Quarried Stone” to “Mountain Stone” | 1                  | LS   | \$         | \$          |

**TOTAL BID, INCLUDING ITEMS 1-27, INCLUSIVE**

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**Total Bid \$**

*Note : Dollar amounts are to be shown in both words and figures. In case of discrepancy, dollar amounts shown in words will govern.*

**Contractor certifies that he has reviewed the plans and specifications, and that all items of work not specifically listed in the Bid Schedule are included in the prices for the various items listed on the Bid Schedule.**

**BIDDER:**

**DATE:**

**BY:**

**(Signature) TITLE:**

**ADDRESS:**

**CITY:**

**STATE:**

**ZIP CODE:**

**TELEPHONE NUMBER:**



**EXHIBIT C  
RELEASE**

The undersigned, \_\_\_\_\_, as the Owner pursuant to a Construction Contract with \_\_\_\_\_ ("Contractor") dated \_\_\_\_\_ (the "Contract") hereby authorizes SunTrust Bank ("Bank") to release \_\_\_\_\_ (\$ \_\_\_\_\_) paid as retainage pursuant to that certain Escrow Agreement between and among the undersigned, \_\_\_\_\_, ("Owner"), Contractor, and Bank, and dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which agreement is specifically incorporated herein by reference. This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not, and shall not, be construed to release or otherwise affect any claims or rights which Owner/Borrower has or may have against Contractor pursuant to said contract or the work performed thereunder.

**[Insert Check/Wiring Instructions]**

Attest:

**OWNER:**

\_\_\_\_\_  
Secretary

By:

Title: \_\_\_\_\_

STATE OF  
COUNTY OF

Affiant makes oath that the above is true, as sworn before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires \_\_\_\_\_

**APPROVED BY CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_

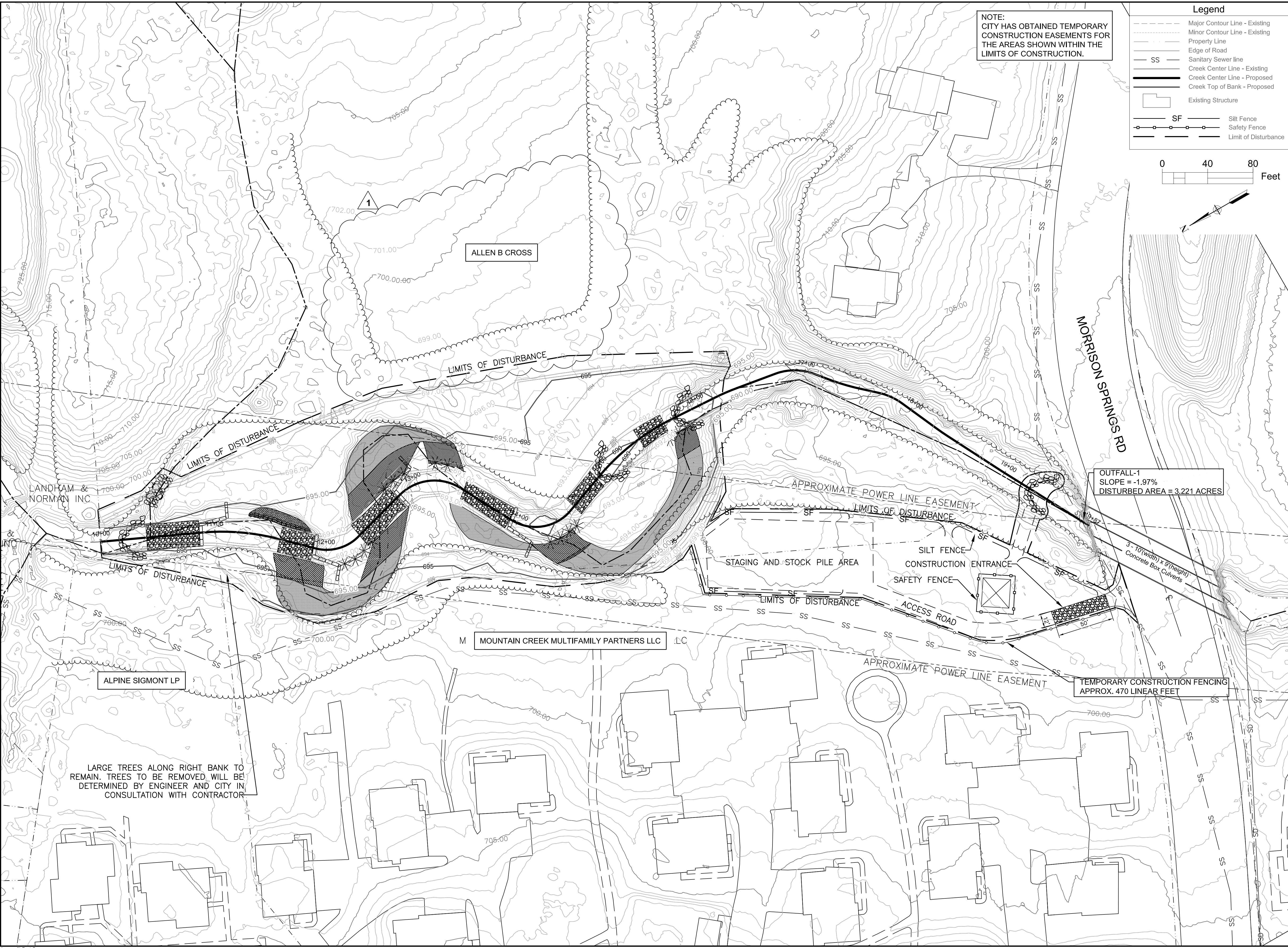
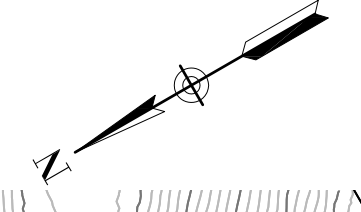
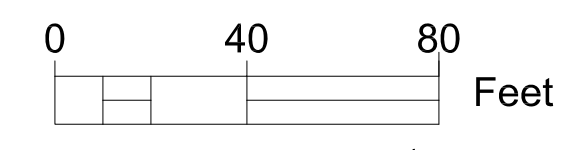
Title: \_\_\_\_\_



NOTE:  
CITY HAS OBTAINED TEMPORARY  
CONSTRUCTION EASEMENTS FOR  
THE AREAS SHOWN WITHIN THE  
LIMITS OF CONSTRUCTION.

**Legend**

- Major Contour Line - Existing
- Minor Contour Line - Existing
- Property Line
- Edge of Road
- Sanitary Sewer line
- Creek Center Line - Existing
- Creek Center Line - Proposed
- Creek Top of Bank - Proposed
- Existing Structure
- Silt Fence
- Safety Fence
- Limit of Disturbance



LARGE TREES ALONG RIGHT BANK TO REMAIN. TREES TO BE REMOVED WILL BE DETERMINED BY ENGINEER AND CITY IN CONSULTATION WITH CONTRACTOR

**AECOM**

**PROJECT**  
**MOUNTAIN CREEK  
STREAM RESTORATION**

**CLIENT**  
**CITY OF CHATTANOOGA**  
PUBLIC WORKS | STORMWATER DEVELOPMENT  
RESOURCE CENTER  
1250 Market Street, Suite 2100  
Chattanooga, TN 37402  
423.643.5833 tel  
www.chattanooga.gov

**CONSULTANT**  
AECOM TECHNICAL SERVICES, INC.  
200 W. Martin Luther King Jr. Blvd.  
Chattanooga, TN 37402  
www.aecom.com

**REGISTRATION**

**ISSUE/REVISION**

| NO. | DATE       | DESCRIPTION                    |
|-----|------------|--------------------------------|
| 1   | 10/17/2019 | REMOVE STOCKPILE ON CROSS PROP |
| 1/R |            |                                |

**PROJECT NUMBER**  
60535419

**SHEET TITLE**  
STORMWATER POLLUTION  
PREVENTION PLAN  
STAGE-1

**SHEET NUMBER**  
SWPPP-1