

AGREEMENT FOR GRANT OF EASEMENT JUL 14 PM 2:13

for

METRO DEPT. OF LAW

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the 26th day of June, 2025, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and **INGRAM INDUSTRIES INC.**, a Tennessee corporation (herein referred to as "Grantor"). **BMTN OWNER LLC**, a Delaware limited liability company (herein referred to as "BMTN"), is joining for purposes of Sections 1, 6, 7, 9, and 14.

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A attached hereto and incorporated by this reference (herein referred to as the "Property"); and

WHEREAS, BMTN is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit B attached hereto and incorporated by this reference; and

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantor intends to grant to BMTN a non-exclusive, temporary construction easement (the "Temporary Construction Easement"), on, over and across the Property as shown on Exhibits E-1 and E-2 attached hereto and incorporated by this reference for purposes of permitting BMTN and its agents, employees, and contractors to construct the Greenway (hereinafter defined) during the Construction Term (hereinafter defined) (the "Easement Purposes"); and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement") to be located as more particularly shown on Exhibit C and more particularly described on Exhibit D attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area (the "Greenway"). At BMTN's sole expense,

BMTN shall construct and forever maintain, at the sole expense of BMTN and their successors and assigns, the pathway and physical structures consistent with the attached design plans. BMTN further shall forever maintain the Landscaping within the Easement area. For avoidance of doubt, BMTN's obligations under this paragraph shall run with the land and are binding on BMTN's successors and assigns. All of the work described in this paragraph shall be carried out in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

a. To preserve and protect the conservation values of the Property;
and

b. To construct and perform maintenance located within the Easement area, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

- a. Metro will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
- b. Metro will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
 - i. That the hours of public access of the Easement shall be from dawn to 11:00 p.m.
 - ii. That all persons utilizing the Easement area must remain on the pathway.
 - iii. That all pets of persons utilizing the pathway must be on a leash at all times.
 - iv. That the following activities shall be strictly prohibited:
 - 1. consumption or possession of alcoholic beverages;
 - 2. horseback riding;
 - 3. unauthorized motor vehicles; ebikes are permitted as defined under applicable state law;
 - 4. collecting or distributing plants, animals or other natural features;
 - 5. littering or dumping;
 - 6. possession of firearms, weapons or projected objects (consistent with state law);
 - 7. playing of radios, musical instruments or other devices in a manner that might disturb others;
 - 8. vending or other concessions without proper permits;
 - 9. advertising or posting of bills;
 - 10. trespassing on adjacent property of Grantor;

11. any unlawful activities.

4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement.

6. Metro's Remedies. If Metro determines that Grantor or BMTN is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor or BMTN, as applicable, of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor or BMTN, as applicable, fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Metro may pursue its remedies under this paragraph without prior notice to Grantor or BMTN or without waiting for the expiration of the period provided for cure. Metro's rights

under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor or BMTN shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor or BMTN shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor and BMTN's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor or BMTN for any injury to or change in the Property resulting from causes beyond Grantor's or BMTN's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor or BMTN under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.

11. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

12. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. Temporary Construction Easement. Grantor hereby grants to BMTN, its agents, employees, invitees, contractors, suppliers, successors and assigns, a non-exclusive, temporary construction easement on, over and across the Property for the Easement Purposes. BMTN shall use and cause its agents, employees, contractors, guests and invitees to use the Temporary Construction Easement in a manner that complies with all applicable laws. The Temporary Construction Easement's term (the "Construction Term") shall begin on the date hereof and expire, without the need for the execution or recording of any further documentation by the parties, upon the earlier to occur of (i) the completion of the Easement construction or (ii) thirty-six (36) months after the date hereof. Notwithstanding the foregoing, in the event the construction of the Easement is not

completed within thirty-six (36) months of the date hereof, BMTN shall have the option of extending the Construction Term for an additional twelve (12) months upon providing written notice to Grantor and Metro. BMTN shall indemnify and hold harmless Grantor from all damages or liability to persons or property that are actually incurred by Grantor and which arise directly from the construction of the Easement Area.

15. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by Grantor, BMTN, or Metro under this Agreement shall be properly given only if made in writing and sent by hand delivery, email transmission, or overnight delivery by a nationally recognized and reputable courier (such as, without limitation, FedEx or UPS) in accordance with this section. Notices shall be sent to a party at the address of such party as set forth below or such other address as a party may specify by written notice to the other party sent in accordance with the terms of this section. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by overnight delivery service, on the date the same is deposited with the applicable carrier; and (iii) if sent by email, on the date of dispatch by sender, provided, if the recipient does not confirm receipt of a Notice sent by email, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) business days thereafter. The notices shall be sent to the parties at the following addresses:

BMTN:

BMTN Owner LLC
c/o AJ Capital Partners
429 Chestnut Street
Nashville, TN 37203
Attn: Ryan Doyle

Grantor:

Ingram Industries Inc.

4400 Harding Rd.

Nashville, TN 37205

Metro:

Metropolitan Board of Parks and Recreation

PO Box 196340

Nashville, TN 37219-6340

Attn: Director of Parks

16. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall

be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. - Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

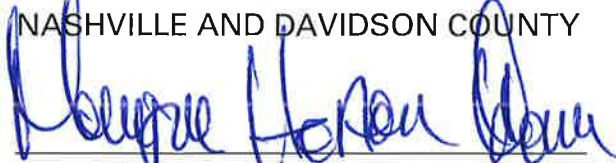
TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

(Signatures on following pages)

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 2nd day of October, 2025.

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY


DIRECTOR, PARKS AND RECREATION

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 2nd day of October, 2025, before me personally appeared Monique Nichole Odom, who acknowledged ^{her} ~~himself~~ to be the Director of the Metropolitan Government Department of Parks and Recreation, and that ^{she} ~~he~~, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 05-08-2028



GRANTOR:

INGRAM INDUSTRIES INC., a Tennessee corporation

By: *Alfred M. Dowell*
Name: Alfred M. Dowell
Its: VVP + Chief Financial Officer

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this the 26th day of June, 2025, before me personally appeared Alfred M. Dowell, who acknowledged himself/herself to be the VVP + CFO of INGRAM INDUSTRIES INC., a Tennessee corporation, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Craig R. Webb
NOTARY PUBLIC



My Commission Expires: 1/24/2028



BMTN:

BMTN OWNER LLC, a Delaware limited liability company

By: BSJL
Name: RYAN DOYLE
Its: EVP

STATE OF TENNESSEE)

COUNTY OF Davidson

On this the 30 day of June, 2025, before me personally appeared Ryan Doyle who acknowledged himself/herself to be the Authorized Signatory of BMTN OWNER LLC, a Delaware limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Tia Spartzak
NOTARY PUBLIC

My Commission Expires: May 3, 2027



Exhibit A

Grantor Property

Being a parcel in Nashville, First Civil District, Twenty-Fourth Councilmanic District, Davidson County, Tennessee, being all of the land bounded on the south by New White Bridge Road (Briley Parkway), on the west by CSX Transportation, Inc., on the north by Old White Bridge Road and on the east by Harding Road (Memphis-Bristol Highway), being Lot No. 1 on the plan of One Belle Meade Place, of record in Book 6250, page 765, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northwesterly margin of Harding Road, said point being the southerly end of a radius return and being S 44° 58' W, 29.52 feet from the southerly margin of Old White Bridge Road;

THENCE, with said northwesterly margin of Harding Road, S 44° 58' W, 118.31 feet to a point in the northeasterly margin of New White Bridge Road;

THENCE, leaving said northwesterly margin of Harding Road with said northeasterly margin of New White Bridge Road N 45° 22' W, 5.97 feet;

THENCE, continuing with said margin with a curve to the right, 152.51 feet to a point, said curve having a radius of 93.00 feet, a central angle of 93° 57' 30", a tangent distance of 99.66 feet and a chord of N 88° 22' 57" W, 135.99 feet;

THENCE, continuing with said margin of New White Bridge Road with a curve to the left, 408.17 feet to a point, said curve having a radius of 2,373.83 feet, and a central angle of 09° 51' 06", a tangent distance of 204.59 feet, and a chord of N 46° 19' 46" W, 407.66 feet;

THENCE, with a curve to the left, 125.58 feet to the easterly margin of the CSX Transportation, Inc., said curve having a radius of 607.00 feet, a central angle of 11° 51' 12". a tangent distance of 63.02 feet and a chord of N 57° 10' 54" W, 125.35 feet;

THENCE, in a northerly direction with said margin of the railroad with a curve to the left, 44.20 feet to the southerly margin of Old White Bridge Road, said curve having a radius of 2,914.93 feet, a central angle of 00° 52' 08", a tangent distance of 22.10 feet and a chord of N 20° 40' 11" E, 44.20 feet;

THENCE, with said margin of Old White Bridge Road, S 69° 10' E, 305.0 feet to a point;

THENCE, continuing with said margin S 61° 39' E, 361.66 feet to a point;

THENCE, with a curve to the right, 40.94 feet to the northwesterly margin of Harding Road, the point of beginning, said curve having a radius of 22.00 feet, a central angle of 106° 37', a of 29.52 feet and a chord of S 08' 20' 08" E ,35.28 feet.

Containing 87,763 square feet or 2.01 acres.

Being the same property conveyed to Ingram Industries, Inc., a Tennessee corporation by Quitclaim deed from Ingram Financial Corporation of record in Book 7906, page 976, Register's Office for Davidson County, Tennessee, dated August 1, 1989 and recorded on August 3, 1989.

Exhibit B

BMTN Property

TRACT I:

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NOS. 1,2,4 AND ALL OF 3 ON THE PLAT OF W.P. READY'S SUBDIVISION OF THE JOHN W. LOVE TRACT, OF RECORD IN BOOK 421, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A TRACT OF 8-1/8 ACRES, MORE OR LESS, ADJACENT TO SAID LOT NO. 1 ON THE SOUTHWEST, SAID PARCEL BEING LOCATED BETWEEN THE SEABOARD SYSTEM RAILROAD, HARDING ROAD, BRILEY PARKWAY AND H. G. HILL REALTY COMPANY PROPERTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CSX TRANSPORTATION SYSTEMS RAILROAD (A 100-FOOT WIDE RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY OF BRILEY PARKWAY (RIGHT-OF-WAY WIDTH VARIES); THENCE;

WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BRILEY PARKWAY, 354.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2252.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL, PASSING A WITNESS PIN SET ON SAID CURVE AT A DISTANCE OF 35.00 FEET FROM SAID POINT OF BEGINNING; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 49° 18' 00" E, 354.348 FEET THENCE;

WITH SAID RIGHT-OF-WAY LINE, S 30° 48' 00" E, 51.58 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE,

WITH SAID RIGHT-OF-WAY LINE, 86.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2240.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 42° 13' 42" E, 86.319 FEET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 41° 00' 42" E, 11.17 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE,

138.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 93.00 FEET TO AN IRON PIN SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, MEMPHIS-BRISTOL HIGHWAY, U.S. HIGHWAY 70-SOUTH, STATE ROUTE 1 (RIGHT-OF-WAY WIDTH VARIES); SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 01° 45' 24" W, 126.401 FEET; THENCE,

WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, S 44° 57' 34" E, 5.35 FEET TO AN IRON PIN SET; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 44° 58' 46" W, 152.87 FEET TO AN IRON PIN SET;
THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 44° 45' 54" E, 5.00 FEET TO AN IRON PIN SET;
THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 32' 25" W, 404.83 FEET TO AN IRON PIN SET;
THENCE,

WITH SAID RIGHT-OF-WAY LINE, N 46° 40' 27" W, 12.51 FEET TO AN IRON PIN SET;
THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 50' 07" W, PASSING A WITNESS POINT SET AT
300.70 FEET AND FOR A TOTAL DISTANCE OF 341.70 FEET TO A POINT IN
SUGARTREE CREEK; THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 46° 06' 57" E, 7.50 FEET TO A POINT, THENCE,

WITH SAID RIGHT-OF-WAY LINE, S 43° 53' 03" W, 37.00 FEET TO AN EXISTING IRON
PIN; THENCE,

LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE NORTHEASTERLY LINE OF A
TRACT OF LAND CONVEYED TO H.G. HILL REALTY COMPANY BY DEED OF RECORD
IN BOOK 5837, PAGE 771, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE,
N 09° 12' 57" W. 95.87 FEET TO AN EXISTING IRON PIN; THENCE,

WITH SAID LINE, N 06° 09' 34" W, 39.97 FEET TO AN EXISTING IRON PIN; THENCE,

WITH SAID LINE, N 63° 09' 34" W, 253.50 FEET TO A POINT IN THE SOUTHWESTERLY
RIGHT-OF-WAY LINE OF CSX TRANSPORTATION SYSTEMS RAILROAD; THENCE,

WITH SAID RIGHT-OF-WAY LINE, N 32° 16' 26" E, 653.00 FEET TO POINT; THENCE,

WITH SAID RIGHT-OF-WAY LINE, 398.40 FEET ALONG THE ARC OF A CURVE TO
THE LEFT THAT HAS A RADIUS OF 2914.93 FEET TO THE POINT OF BEGINNING;

SAID CURVE HAS A CHORD BEARING AND DISTANCE OF N 27° 53' 51" E, 398.085
FEET.

Being the same property conveyed to BMTN Owner LLC, a Delaware limited liability company
by Warranty deed from BMP Partnership 2, a Tennessee general partnership of record in
Instrument No. 20230713-0053545 Register's Office for Davidson County, Tennessee, dated
June 22, 2023 and recorded on July 13, 2023.

Exhibit C

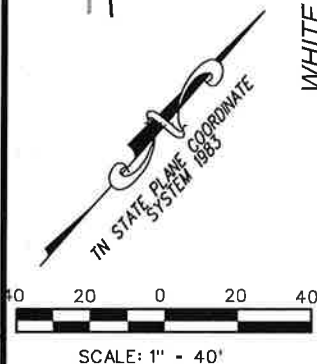
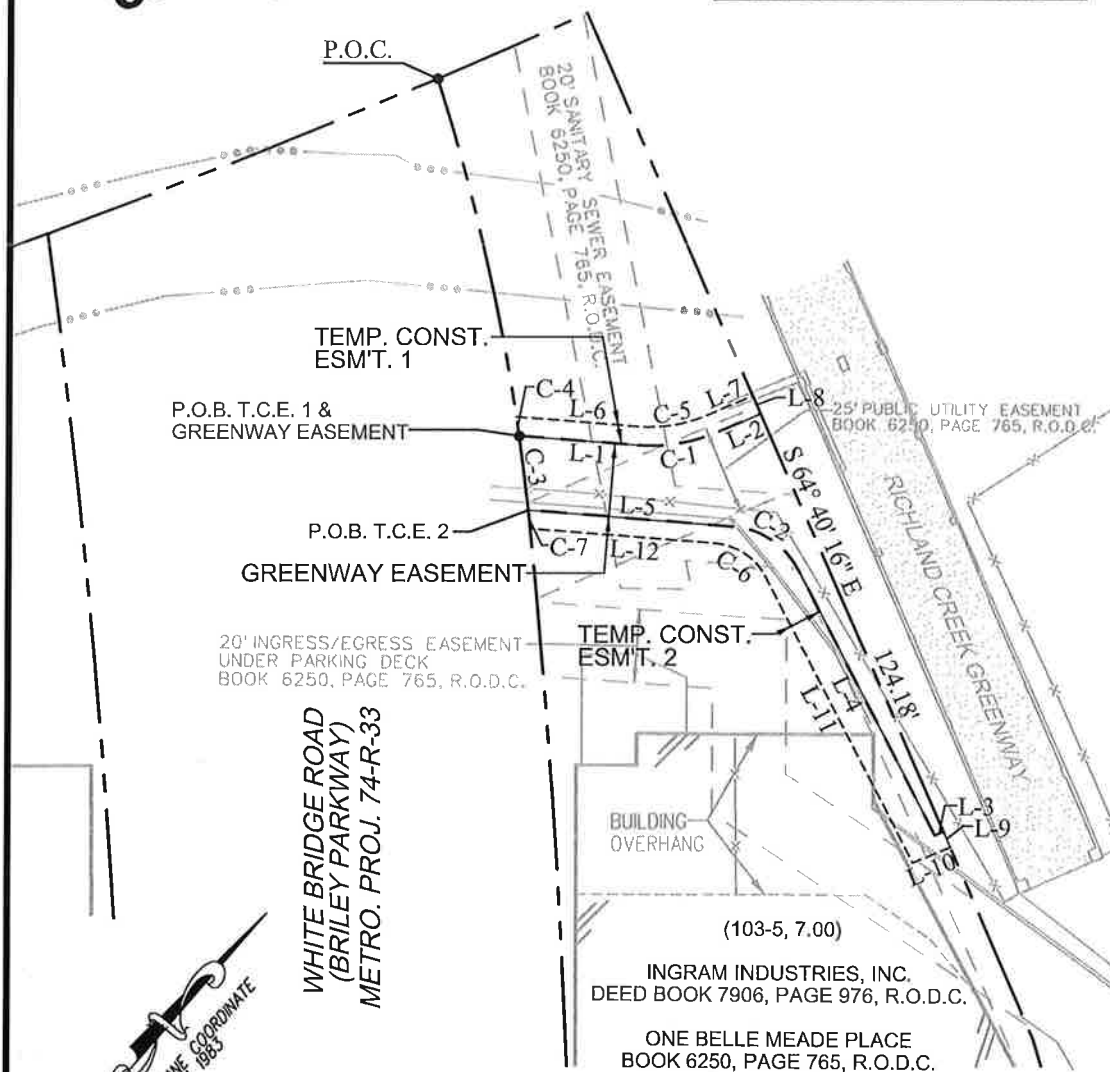
Ingram Greenway Easement

Attached.

CSX TRANSPORTATION RAILROAD

LINE TABLE

LINE	BEARING	DISTANCE
L-1	N 53° 32' 06" E	32.58'
L-2	N 25° 35' 41" E	12.12'
L-3	S 26° 39' 08" W	2.66'
L-4	N 68° 09' 30" W	81.15'
L-5	S 53° 32' 26" W	56.13'
L-6	N 53° 32' 26" E	32.99'
L-7	N 25° 35' 41" E	12.75'
L-8	S 64° 40' 16" E	5.37'
L-9	S 64° 40' 16" E	4.69'
L-10	S 26° 39' 08" W	11.10'
L-11	N 68° 09' 30" W	87.40'
L-12	S 53° 32' 26" W	50.86'



AREA TABLE

EASEMENT	SQ. FT.	AC.
GREENWAY	2,169	0.05
TEMP. CONST. ESMT. 1	344	0.01
TEMP. CONST. ESMT. 2	1,172	0.03

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	DISTANCE
C-1	27° 56' 24"	47.00'	11.69'	22.92'	N 39° 33' 54" E	22.69'
C-2	58° 18' 04"	22.00'	12.27'	22.39'	S 82° 41' 28" W	21.43'
C-3	01° 55' 35"	607.00'	10.21'	20.41'	N 48° 13' 17" W	20.41'
C-4	00° 29' 10"	607.00'	2.58'	5.15'	N 49° 25' 40" W	5.15'
C-5	27° 56' 45"	42.00'	10.45'	20.49'	N 39° 34' 04" E	20.28'
C-6	58° 18' 04"	17.00'	9.48'	17.30'	S 82° 41' 28" W	16.56'
C-7	00° 28' 48"	607.00'	2.54'	5.09'	N 47° 01' 05" W	5.09'

BARGE
DESIGN SOLUTIONS

615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615) 254-1500 FAX (615) 255-6572

GREENWAY EASEMENT EXHIBIT

BMTN OWNER LLC & INGRAM INDUSTRIES, INC
4400 & 4500 HARDING PIKE

URBAN SERVICES DISTRICT
24TH COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:
JMJ

CHECKED BY:
BTT

DRAWING NO.:

EXH-1

PROJECT NO.:

3117405

DATE:

06-27-25

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Exhibit D

Ingram Greenway Easement

Being a variable width Greenway Easement in the Urban Services District, Twenty-Fourth Councilmanic District of Nashville, Davidson County, Tennessee, located generally between White Bridge Road, North Kenner Avenue, the CSX Transportation Railroad and Harding Pike and being more particularly described as follows:

COMMENCING at the intersection of the easterly Charter Right-of-Way line of the CSX Transportation Railroad (100 foot wide) and the northerly right-of-way line of New White Bridge Road (variable width right-of-way) and being the southwest corner of Lot One, One Belle Meade Place, of record in Plat Book 6250, Page 765, R.O.D.C.;

Thence, with the northerly right-of-way line of New White Bridge Road along a curve to the right 99.88 feet to the **TRUE POINT OF BEGINNING**, said curve having a central angle of $09^{\circ}25'41''$, a radius of 607.00 feet, a tangent of 50.05 feet and a chord of S $53^{\circ}53'55''$ E, 99.77 feet;

Thence, leaving said right-of-way line with the northwesterly side of the herein described the following two (2) calls:

N $53^{\circ}32'06''$ E, 32.58 feet;

Along a curve to the left 22.92 feet to the southerly right-of-way line of North Kenner Avenue (formerly Old White Bridge Road), said curve having a central angle of $27^{\circ}56'24''$, a radius of 47.00 feet, a tangent of 11.69 feet and a chord of N $39^{\circ}33'54''$ E, 22.69 feet;

N $25^{\circ}35'41''$ E, 12.12 feet;

Thence, with said southerly right-of-way line of North Kenner Avenue, S $64^{\circ}40'16''$ E, 124.18 feet;

Thence, leaving said line with the southerly and easterly side of the herein described the following four (4) calls:

S $26^{\circ}39'08''$ W, 2.66 feet;

N $68^{\circ}09'30''$ W, 81.15 feet;

Along a curve to the left 22.39 feet, said curve having a central angle of $58^{\circ}18'04''$, a radius of 22.00 feet, a tangent of 12.27 feet and a chord of S $82^{\circ}41'28''$ W, 21.43 feet;

S $53^{\circ}32'26''$ W, 56.13 feet to the northerly right-of-way line of New White Bridge Road;

Thence, with said right-of-way line along a curve to the to the left 20.41 feet, having a central angle of $01^{\circ}55'35''$, a radius of 607.00 feet, a tangent of 10.21 feet, and a chord of

N 48° 13' 17" W, 20.41 feet to the TRUE POINT OF BEGINNING.

Containing 2,169 square feet or 0.05 acres, more or less as shown on the attached Exhibit Drawing prepared by Barge Design Solutions, Inc., File 3117405 and dated 6/27/2025.
Being a portion of the property conveyed to Ingram Industries, Inc., of record in Deed Book 7906, Page 976, R.O.D.C.

Exhibit E-1

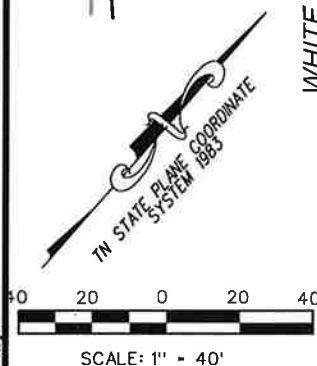
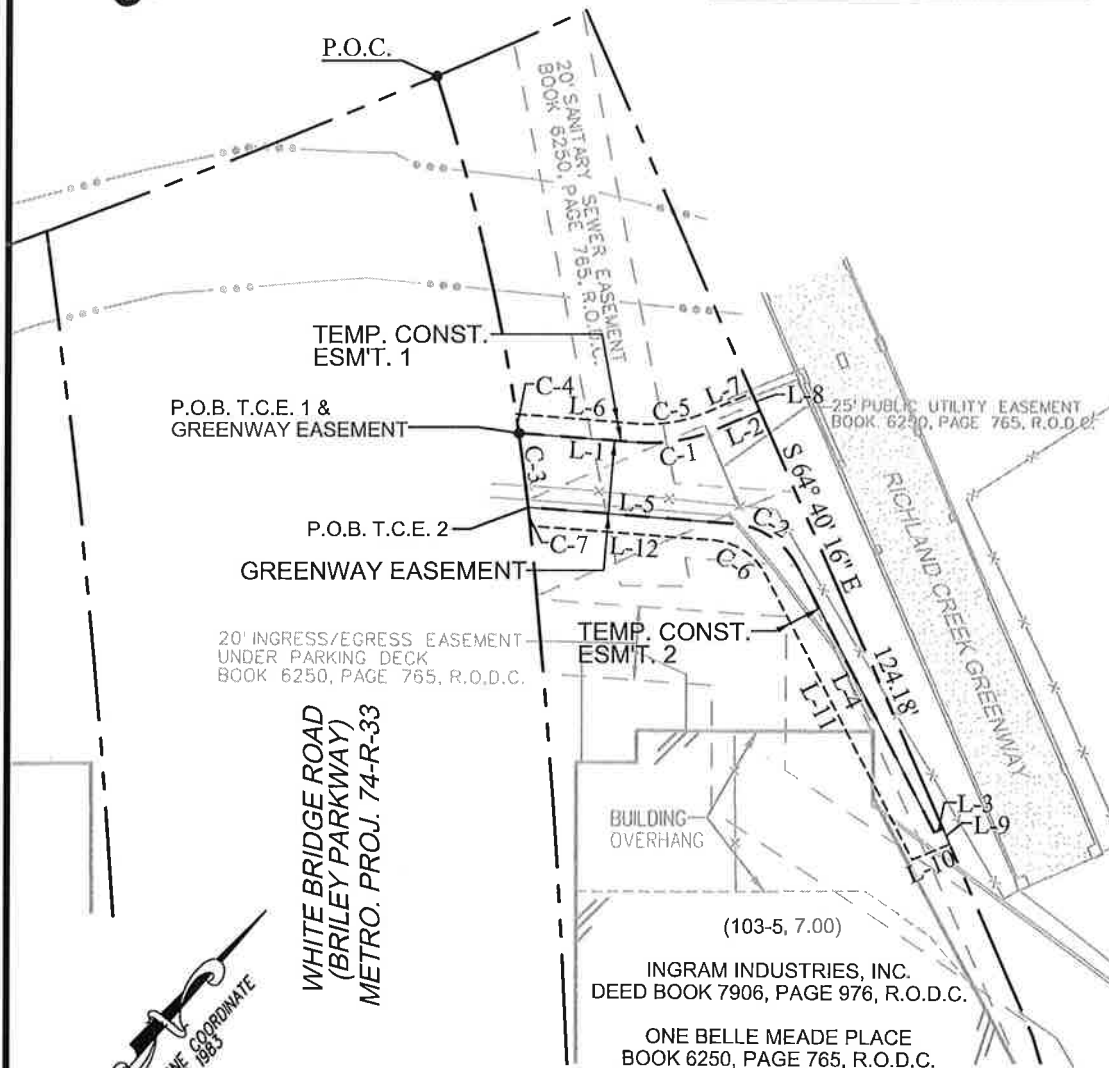
Temporary Construction Easement

Attached.

CSX TRANSPORTATION RAILROAD

LINE TABLE

LINE	BEARING	DISTANCE
L-1	N 53° 32' 06" E	32.58'
L-2	N 25° 35' 41" E	12.12'
L-3	S 26° 39' 08" W	2.66'
L-4	N 68° 09' 30" W	81.15'
L-5	S 53° 32' 26" W	56.13'
L-6	N 53° 32' 26" E	32.99'
L-7	N 25° 35' 41" E	12.75'
L-8	S 64° 40' 16" E	5.37'
L-9	S 64° 40' 16" E	4.69'
L-10	S 26° 39' 08" W	11.10'
L-11	N 68° 09' 30" W	87.40'
L-12	S 53° 32' 26" W	50.86'



AREA TABLE

EASEMENT	SQ. FT.	AC.
GREENWAY	2,169	0.05
TEMP. CONST. ESMT. 1	344	0.01
TEMP. CONST. ESMT. 2	1,172	0.03

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	DISTANCE
C-1	27° 56' 24"	47.00'	11.69'	22.92'	N 39° 33' 54" E	22.69'
C-2	58° 18' 04"	22.00'	12.27'	22.39'	S 82° 41' 28" W	21.43'
C-3	01° 55' 35"	607.00'	10.21'	20.41'	N 48° 13' 17" W	20.41'
C-4	00° 29' 10"	607.00'	2.58'	5.15'	N 49° 25' 40" W	5.15'
C-5	27° 56' 45"	42.00'	10.45'	20.49'	N 39° 34' 04" E	20.28'
C-6	58° 18' 04"	17.00'	9.48'	17.30'	S 82° 41' 28" W	16.56'
C-7	00° 28' 48"	607.00'	2.54'	5.09'	N 47° 01' 05" W	5.09'

BARGE
DESIGN SOLUTIONS

613 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE: (615) 254-1500 FAX: (615) 255-6572

GREENWAY EASEMENT EXHIBIT

BMTN OWNER LLC & INGRAM INDUSTRIES, INC
4400 & 4500 HARDING PIKE

URBAN SERVICES DISTRICT
24TH COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY: JMJ
CHECKED BY: BTT

DRAWING NO: EXH-1

PROJECT NO: 3117405
DATE: 06-27-25

6/27/2025
FAST3117405-04 - CADD SURVEY EXHIBIT 3117405 EXH. GREENWAY.dgn

Exhibit E-2

Temporary Construction Easement 1:

Being a variable width Temporary Construction Easement in the Urban Services District, Twenty-Fourth Councilmanic District of Nashville, Davidson County, Tennessee, located generally between White Bridge Road, North Kenner Avenue, the CSX Transportation Railroad and Harding Pike and being more particularly described as follows:

COMMENCING at the intersection of the easterly Charter Right-of-Way line of the CSX Transportation Railroad (100 foot wide) and the northerly right-of-way line of New White Bridge Road (variable width right-of-way) and being the southwest corner of Lot One, One Belle Meade Place, of record in Plat Book 6250, Page 765, R.O.D.C.;

Thence, with the northerly right-of-way line of New White Bridge Road along a curve to the right 99.88 feet to the **TRUE POINT OF BEGINNING**, said curve having a central angle of $09^{\circ}25'41''$, a radius of 607.00 feet, a tangent of 50.05 feet and a chord of $S\ 53^{\circ}53'55''\ E$, 99.77 feet;

THENCE, with said New White Bridge Road right-of-way along a curve to the left, having a central angle of $00^{\circ}29'10''$, a radius of 607.00 feet, a tangent of 2.58 feet, and a chord of $N\ 49^{\circ}25'40''\ W$, 5.15 feet for an arc length of 5.15 feet to the northerly side of said Temporary Construction Easement;

THENCE, with said Temporary Construction Easement the following calls:

$N\ 53^{\circ}32'26''\ E$, 32.99 feet,

Along a curve to the left, having a central angle of $27^{\circ}56'45''$, a radius of 42.00 feet, a tangent of 10.45 feet, and a chord of $N\ 39^{\circ}34'04''\ E$, 20.28 feet for an arc length of 20.49 feet,

$N\ 25^{\circ}35'41''\ E$, 12.75 feet to the westerly right-of-way of the Richland Creek Greenway formerly Old White Bridge Road also known as North Kenner Road;

THENCE, with said Richland Creek Greenway $S\ 64^{\circ}40'16''\ E$, 5.37 feet to the northerly side of the above described new Greenway Easement;

THENCE, with said new Greenway Easement the following calls:

$S\ 25^{\circ}35'41''\ W$, 12.12 feet,

Along a curve to the right having a central angle of $27^{\circ} 56' 24''$, a radius of 47.00 feet, a tangent of 11.69 feet, and a chord of $S 39^{\circ} 33' 54'' W$, 22.69 feet for an arc length of 22.92 feet,

$S 53^{\circ} 32' 06'' W$, 32.58 feet to the **POINT OF BEGINNING**;

Containing 344 square feet 0.01 Acres, more or less;

Temporary Construction Easement 2:

Being a variable width Temporary Construction Easement in the Urban Services District, Twenty-Fourth Councilmanic District of Nashville, Davidson County, Tennessee, located generally between White Bridge Road, North Kenner Avenue, the CSX Transportation Railroad and Harding Pike and being more particularly described as follows:

COMMENCING at the intersection of the easterly Charter Right-of-Way line of the CSX Transportation Railroad (100 foot wide) and the northerly right-of-way line of New White Bridge Road (variable width right-of-way) and being the southwest corner of Lot One, One Belle Meade Place, of record in Plat Book 6250, Page 765, R.O.D.C.;

Thence, with the northerly right-of-way line of New White Bridge Road along a curve to the right 120.29 feet to the **TRUE POINT OF BEGINNING**, said curve having a central angle of $11^{\circ} 21' 16''$, a radius of 607.00 feet, a tangent of 60.34 feet and a chord of $S 52^{\circ} 56' 07'' E$, 120.10 feet;

THENCE, with above described new Greenway Easement the following calls:

$N 53^{\circ} 32' 26'' E$, 56.13 feet,

Along a curve to the right, having a central angle of $58^{\circ} 18' 04''$, a radius of 22.00 feet, a tangent of 12.27 feet, and a chord of $N 82^{\circ} 41' 28'' E$, 21.43 feet for an arc length of 22.39 feet,

$S 68^{\circ} 09' 30'' E$, 81.15 feet,

$N 26^{\circ} 39' 08'' E$, 2.66 feet,

THENCE, $S 64^{\circ} 40' 16'' E$, 4.69 feet to the westerly right-of-way of the Richland Creek Greenway formerly Old White Bridge Road also known as North Kenner Road;

THENCE, with said Richland Creek Greenway $S 26^{\circ} 39' 08'' W$, 11.10 feet to a to the south side of said Temporary Construction Easement;

THENCE, with said Temporary Construction Easement the following calls:

N 68° 09' 30" W, 87.40 feet,

Along a curve to the left, having a central angle of 58° 18' 04", a radius of 17.00 feet, a tangent of 9.48 feet, and a chord of S 82° 41' 28" W, 16.56 feet for an arc length of 17.30 feet,

S 53° 32' 26" W, 50.86 feet to said northerly right-of-way line of New White Bridge Road;

THENCE, with said northerly right-of-way line of New White Bridge Road along a curve to the left, having a central angle of 00° 28' 48", a radius of 607.00 feet, a tangent of 2.54 feet, and a chord of 01' 05" W, 5.09 feet for an arc length of 5.09 feet to the **POINT OF BEGINNING**;

Containing 1,173 Square Feet or 0.03 Acres, more or less;