



June 14, 2024

To: Ronald Colter Metro Department of Finance

Re: **Baltz Family Greenway Easement**
Planning Commission Mandatory Referral 2024M-029AG-001
Council District #02 Kyonzte Toombs, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

An ordinance approving a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and the Baltz family for greenway improvements at 4800 Buena Vista Pike, 4804 Buena Vista Pike and 4808 Buena Vista Pike. (Proposal No. 2024M-029AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at Delilah.Rhodes@nashville.gov or 615-862-7208

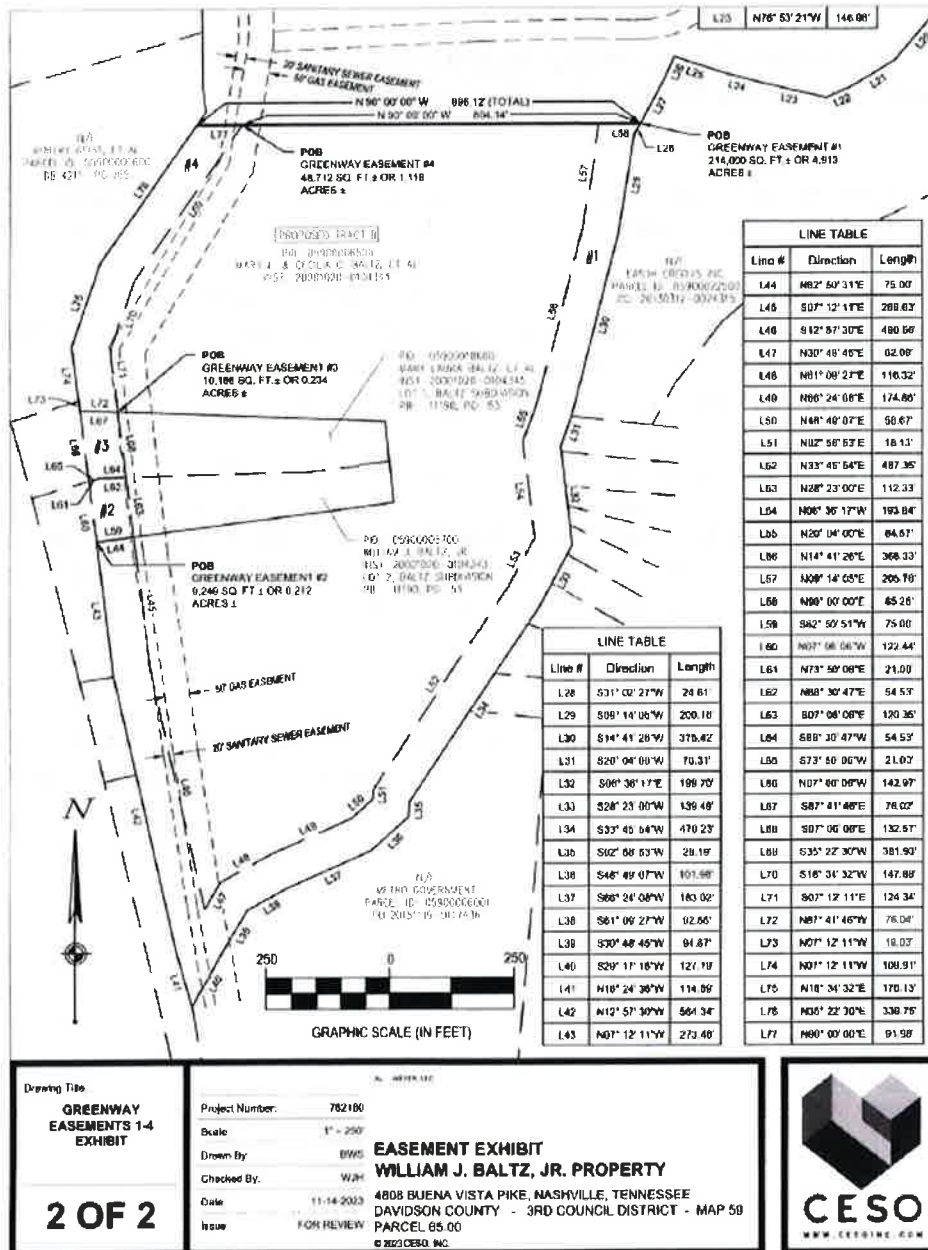
Sincerely,

A handwritten signature in blue ink that reads "Lisa Milligan".

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: *Metro Clerk*

**Re: Baltz Family Greenway Easement
 Planning Commission Mandatory Referral 2024M-029AG-001
 Council District #02 Kyonzte Toombs, Council Member**

An ordinance approving a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and the Baltz family for greenway improvements at 4800 Buena Vista Pike, 4804 Buena Vista Pike and 4808 Buena Vista Pike. (Proposal No. 2024M-029AG-001).



AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the ____ day of _____, 2023, 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 Mary Laura Baltz, Cecilia Claire Baltz Halpin, David Gerald Baltz and William J. Baltz, Jr. ("Grantor").

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, 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, 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") as specifically described in Exhibit B.

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. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure 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 maintain a pathway to be located on the Easement, 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. The parties anticipate the subdivision of the property having Metro Property ID Number 05900006500 into two tracts (the "Sale Tract" and the Remainder Tract") and the conveyance of the Sale Tract to a third party. The parties agree that that no such pathway or any other improvements shall be constructed by Metro on the Remainder Tract portion of the Easement shown on Exhibit B as the "Whites Creek and Ewing Creek Segments" until the first to occur of the following: (a) the owners of the Remainder Tract and the properties having Metro Property ID Numbers 05900005700 and 05900018600 (collectively, the "Combined Tracts") shall have transferred their interests in such properties by sale, gift, devise, or otherwise to one or more persons or entities not directly related by blood or marriage to such owners; or (b) ten years shall have elapsed from the date this Agreement becomes effective and the owners of the Combined Tracts shall have transferred their interests in such properties by sale, gift, devise, or otherwise to any other person or entity; 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. It 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. It 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 sunrise to sunset.
 - 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;
 - 4. collecting or distributing plants, animals or other natural features;
 - 5. littering or dumping;
 - 6. if permitted by Tennessee law, possession of firearms, weapons or projected objects;
 - 7. playing of radios, musical instruments or other devices in a manner that might disturb others;
 - 8. vending or other concessions with out proper permits;
 - 9. advertising or posting of bills;
 - 10. trespassing on adjacent property of Grantor.

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. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

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 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 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's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor 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. Notwithstanding the foregoing, Metro has the right to assign its rights and obligations under Section 2(b) above to any other entity to perform such maintenance and construction work.

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. 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 begin on the following page.]

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 12 day of December, 2023

GRANTOR:

Margaret Halpin, Attorney in fact
Mary Laura Baltz for Mary Laura Baltz

pursuant to Power of Attorney
of record instrument no. 20201231-0155204,
Register's office for Davidson County,
Tennessee
ACKNOWLEDGMENT

STATE OF Tennessee)
)
COUNTY OF Davidson)

I, Aliyah Ryans, a Notary Public for said County and State, do hereby certify that MARY LAURA BALTZ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated and in the capacity indicated.

WITNESS my hand and official stamp or seal this 12 day of December, 2023.

Aliyah Ryans
Notary Public

My Commission Expires: 05/03/2027



[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTOR:

Cecilia Claire Baltz Halpin
Cecilia Claire Baltz Halpin

STATE OF Tennessee)
)
COUNTY OF Davidson)

ACKNOWLEDGMENT

I, William Austin Taylor Brigman, a Notary Public for said County and State, do hereby certify that CECILIA CLAIRE BALTZ HALPIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated and in the capacity indicated.

WITNESS my hand and official stamp or seal this 19 day of December, 2023.

William Austin Taylor Brigman
Notary Public

My Commission Expires: 09/09/2025



[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTOR:

David G. Baltz
David Gerald Baltz

STATE OF Indiana)
)
COUNTY OF Tipton)

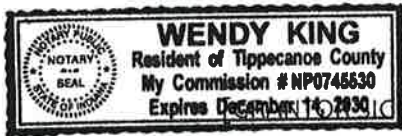
ACKNOWLEDGMENT

I, Wendy King, a Notary Public for said County and State, do hereby certify that DAVID GERALD BALTZ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated and in the capacity indicated.

WITNESS my hand and official stamp or seal this 15th day of December, 2023.

Wendy King
Notary Public

My Commission Expires: 12/14/2030



... SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTOR:

William J. Baltz, Jr.
William J. Baltz, Jr.

STATE OF TN)

COUNTY OF Davidson)

ACKNOWLEDGMENT

Stefany Williams
~~William J. Baltz, Jr.~~, a Notary Public for said County and State, do hereby certify that WILLIAM J. BALTZ, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated and in the capacity indicated.

WITNESS my hand and official stamp or seal this 12 day of December, 2023.

Stefany Williams
Notary Public

My Commission Expires:

10/05/2026



ACCEPTED:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Monique Horton Coburn
DIRECTOR, PARKS AND RECREATION

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 7th day of May, 2021, before me personally appeared Director Monique Horton Coburn, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that 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.

Larecia Travis
NOTARY PUBLIC

My Commission Expires: 7/6/2026



Exhibit A

Grantor Property

BEING A TRACT OF LAND IN DAVIDSON COUNTY, TENNESSEE, BEING TRACTS 2 AND 3 (Property ID 0590000065.00) MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT IN THE CENTER LINE OF WHITES CREEK PIKE AND EWING CREEK; THENCE WITH THE CENTER LINE OF SAID CREEK S 46 DEG. 49' 44" WEST 185.55 FEET TO A POINT; THENCE S 42 DEG. 22' 47" W 170.46 FEET TO A POINT; THENCE S 39 DEG. 11' 22" W 109.77 FEET TO A POINT; THENCE S 82 DEG. 07' 12" W 252.78 FEET TO A POINT. THENCE N 85 DEG. 28' 25" W 200.49 FEET TO A POINT; THENCE S 85 DEG. 54' 42" W 174.18 FEET TO A POINT; THENCE S 39 DEG. 40' 35" W 151.32 FEET TO A POINT; THENCE S 61 DEG. 16' 15" W 36.90 FEET TO A POINT; THENCE S 17 DEG. 52' 08" W 72.70 FEET TO A POINT; THENCE S 8 DEG. 25' 46" W 118.09 FEET TO A POINT; THENCE S 36 DEG. 07' 58" W 134.59 FEET TO A POINT; THENCE S 54 DEG. 02' 33" W 100.60 FEET TO A POINT; THENCE S 62 DEG. 07' 26" W 56.45 FEET TO A POINT; THENCE N 81 DEG. 14' 04" W 146.98 FEET TO A POINT; THENCE N 78 DEG. 48' 11" W 70.35 FEET TO A POINT. THENCE N 75 DEG. 57' 18" W 100.13 FEET TO A POINT; THENCE S 19 DEG. 42' 55" W 51.45 FEET TO A POINT; THENCE S 23 DEG. 58' 19" W 99.35 FEET TO A POINT; THENCE S 26 DEG. 41' 44" W 24.61 FEET TO A POINT. THENCE S 4 DEG. 53' 22" W 200.16 FEET TO A POINT; THENCE S 10 DEG. 20' 43" W 375.42 FEET TO A POINT; THENCE S 15 DEG. 43' 17" W 70.31 FEET TO A POINT; THENCE S 10 DEG. 57' 00" E 199.70 FEET TO A POINT; THENCE S 24 DEG. 02' 17" W 139.49 FEET TO A POINT; THENCE S 29 DEG. 25' 11" W 470.23 FEET TO A POINT; S 1 DEG. 21' 50" E 29.19 FEET TO A POINT; THENCE S 44 DEG. 28' 24" W 101.98 FEET TO A POINT; THENCE S 62 DEG. 03' 25" W 183.02 FEET TO A POINT; THENCE S 56 DEG. 48' 44" W 92.55 FEET TO A POINT; THENCE S 26 DEG. 28' 02" W 94.87 FEET TO A POINT; THENCE S 24 DEG. 56' 35" W 127.19 FEET TO A POINT IN THE INTERSECTION OF EWING CREEK AND WHITES CREEK; THENCE LEAVING EWING CREEK AND GOING WITH WHITES CREEK UPSTREAM N 20 DEG. 45' 36" W 113.50 FEET TO A POINT. THENCE N 17 DEG. 36' 46" W 568.10 FEET TO A POINT; THENCE LEAVING CREEK S 78 DEG. 36' 47" W 39.92 FEET TO AN IRON PIN; THENCE S 73 DEG. 23' 44" W 58.58 FEET TO A SPIKE IN THE CENTER LINE OF BUENA VISTA PIKE; THENCE WITH SAID PIKE N 18 DEG. 13' 14" W 120.00 FEET TO A SPIKE; THENCE N 19 DEG. 18' 59" W 281.00 FEET TO A SPIKE. THENCE N 20 DEG. 26' 44" W 90.00 FEET TO A SPIKE; THENCE LEAVING BUENA VISTA PIKE N 69 DEG. 33' 16" E 114.00 FEET TO AN IRON PIN; THENCE N 69 DEG. 33' 16" E 58.63 FEET TO A POINT IN THE CENTER LINE OF WHITES CREEK; THENCE WITH CENTER LINE OF SAID CREEK N 11 DEG. 31' 44" W 99.73 FEET TO A POINT; THENCE N 14 DEG. 13' 32" E 183.86 FEET TO A POINT; THENCE N 31 DEG. 01' 30" E 371.89 FEET TO A POINT; THENCE N 11 DEG. 45' 24" W 52.68 FEET TO A POINT, THENCE N 04 DEG. 56' 37" W 500.03 FEET TO A POINT; THENCE N 27 DEG. 49' 45" W 79.02 FEET TO A POINT; THENCE N 39 DEG. 52' 04" W 132.57 FEET TO A POINT; THENCE LEAVING WHITES CREEK N 80 DEG. 08' 28" E 102.65 FEET TO A POINT; THENCE N 80 DEG. 08' 29" E 662.98 FEET TO AN IRON PIN; THENCE N 2 DEG. 44' 54" E 334.62 FEET TO AN IRON PIN; THENCE N 58 DEG. 52' 00" E 1495.90 FEET TO AN IRON PIN IN THE WEST RIGHT OF WAY OF WHITES CREEK PIKE. THENCE N 58 DEG. 52' 00" E 30.00 FEET TO THE CENTER LINE OF SAID PIKE; THENCE S 34 DEG. 30' 02" E 1179.23 FEET WITH CENTER LINE OF WHITES CREEK PIKE TO POINT OF BEGINNING.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED BY THE FOLLOWING, ALL OF RECORD IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE:

01. DEED TO LOUIS J. BALTZ, IN BOOK 5354, PAGE 21;
02. DEED TO WILLIAM J. BALTZ, IN BOOK 5354, PAGE 24;
03. DEED TO WILLIAM J. BALTZ, IN BOOK 5403, PAGE 896;
04. DEED TO LOUIS J. BALTZ, IN BOOK 5403, PAGE 898;

05. DEED TO STEPHEN THOMAS BALTZ, IN BOOK 5740, PAGE 921;
06. DEED TO STEPHEN THOMAS BALTZ, IN BOOK 5740, PAGE 923;
07. VESTED IN THE STATE OF TENNESSEE, BY CONSENT JUDGMENT AND FINAL DECREE, IN BOOK 7457, PAGE 901;
08. VESTED IN THE STATE OF TENNESSEE, BY CONSENT JUDGMENT AND FINAL DECREE, IN BOOK 7457, PAGE 905;
09. DEED TO STATE OF TENNESSEE, IN BOOK 7565, PAGE 824; AND
10. DEED TO STATE OF TENNESSEE, IN BOOK 9116, PAGE 236.

BEING THE SAME PROPERTY CONVEYED TO MARY LAURA BALTZ; CECILIA CLAIRE BALTZ HALPIN; DAVID GERALD BALTZ; AND WILLIAM J. BALTZ, JR., AS TENANTS IN COMMON, BY DEED FROM BALTZ FAMILY FARM, L.P., A TENNESSEE LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NO. 200010200104344, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B
Easement

LEGAL DESCRIPTION OF PROPOSED GREENWAY EASEMENT #1

SITUATE IN THE 2ND COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BEING PORTION OF THE PROPERTY OF RECORD IN INSTRUMENT NO. 20001020-0104344, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODC, TN) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN FOUND (ELLIOT) IN THE SOUTHERLY MARGIN OF BRILEY PARKWAY, AKA SR -155 (VARYING WIDTH PUBLIC RIGHT-OF-WAY), THE WESTERLY MARGIN OF WHITES CREEK PIKE, AKA SR-65 & US HIGHWAY 431 (VARYING WIDTH PUBLIC RIGHT-OF-WAY) AND BEING A COMMON CORNER WITH LOUIS J. BALTZ, OF RECORD IN BOOK 5403 PAGE 898 (RODC, TN); THENCE WITH SAID MARGINS OF SAID BRILEY PARKWAY AND SAID WHITES CREEK PIKE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N 83°46'49" E A DISTANCE OF 232.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 131.42', A RADIUS OF 204.19', A CHORD BEARING OF S 77°46'52" E AND A CHORD LENGTH OF 129.16' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 59°20'31" E A DISTANCE OF 85.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 118.94', A RADIUS OF 139.59', A CHORD BEARING OF N 83°38'41" E AND A CHORD LENGTH OF 115.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 5) WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 39.62', A RADIUS OF 25.00', A CHORD BEARING OF S 75°22'01" E AND A CHORD LENGTH OF 35.60' TO A 5/8" CAPPED IRON PIN SET (CESO) IN THE WESTERLY MARGIN OF SAID WHITES CREEK PIKE; THENCE WITH SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) S 29°58'08" E A DISTANCE OF 170.04' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) S 20°44'25" E A DISTANCE OF 148.46' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 26°04'49" E A DISTANCE OF 251.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) S 33°16'32" E A DISTANCE OF 328.40' TO A POINT IN THE CENTER OF EWING CREEK; THENCE WITH THE CENTER OF SAID EWING CREEK AND THE LINE OF EARTH CREDITS INC., OF RECORD IN INSTRUMENT NO. 20130312-0024315 (RODC, TN) THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 51°07'27" W A DISTANCE OF 109.13' TO A POINT; THENCE 2) S 46°43'30" W A DISTANCE OF 170.46' TO A POINT; THENCE 3) S 43°32'05" W A DISTANCE OF 109.77' TO A POINT; THENCE LEAVING SAID CENTER OF EWING CREEK AND CONTINUING WITH THE LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) S 86°27'55" W A DISTANCE OF 252.78' TO A POINT; THENCE 2) N 81°07'42" W A DISTANCE OF 200.49' TO A POINT; THENCE 3) N 89°44'35" W A DISTANCE OF 174.18' TO A POINT; THENCE 4) S 44°01'18" W A DISTANCE OF 151.32' TO A POINT; THENCE 5) S 65°36'58" W A DISTANCE OF 36.90' TO A POINT; THENCE 6) S 22°12'51" W A DISTANCE OF 72.70' TO A POINT; THENCE 7) S 12°46'29" W A DISTANCE OF 118.09' TO A POINT IN THE CENTER OF SAID EWING CREEK; THENCE CONTINUING WITH THE CENTER OF SAID EWING CREEK AND SAID LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE S 40°28'41" W A DISTANCE OF 134.59' TO A POINT; THENCE 2) S 58°23'16" W A DISTANCE OF 100.60' TO A POINT; THENCE 3) S 66°28'09" W A DISTANCE OF 56.45' TO A POINT;

THENCE 4) N 76°53'21" W A DISTANCE OF 146.98' TO A POINT; THENCE 5) N 74°27'28" W A DISTANCE OF 70.35' TO A POINT; THENCE 6) N 71°36'35" W A DISTANCE OF 100.13' TO A POINT; THENCE 7) S 24°03'38" W A DISTANCE OF 51.45' TO A POINT; THENCE 8) S 28°19'02" W A DISTANCE OF 99.35' TO THE **POINT OF BEGINNING**; THENCE CONTINUING WITH SAID CENTER OF SAID EWING CREEK, THE LINE OF SAID EARTH CREDITS, LLC AND SUBSEQUENTLY THE LINE(S) OF JOHN HAHN, JR, OF RECORD IN BOOK 9594 PAGE 110 (RODC,TN), SCHYLER & FAITH ANDERSON, OF RECORD IN INSTRUMENT NO. 20190325-0026681 (RODC,TN), MICHAEL & YOWANDA DAVIS, OF RECORD IN INSTRUMENT NO. 20021217-0155085, TRINA L. WALKER, OF RECORD IN INSTRUMENT BOOK 20200609-0058936, WARREN & MARIA SUMMER, OF RECORD IN INSTRUMENT NO. 20070105-0002052, ALLISON & BETTY DAWKINS, OF RECORD IN INSTRUMENT NO. 20110810-0061545, TERESA DISMUKES, OF RECORD IN INSTRUMENT NO. 20050712-0080856 AND NASHVILLE METRO GOVERNMENT, OF RECORD IN INSTRUMENT NO'S. 2015111-0117436 & 20151119-0117436 THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: 1) S 31°02'27" W A DISTANCE OF 24.61' TO A POINT; THENCE 2) S 09°14'05" W A DISTANCE OF 200.16' TO A POINT; 3) S 14°41'26" W A DISTANCE OF 375.42' TO A POINT; THENCE 4) S 20°04'00" W A DISTANCE OF 70.31' TO A POINT; THENCE 5) S 06°36'17" E A DISTANCE OF 199.70' TO A POINT; THENCE 6) S 28°23'00" W A DISTANCE OF 139.49' TO A POINT; THENCE 7) S 33°45'54" W A DISTANCE OF 470.23' TO A POINT; THENCE 8) S 02°58'53" W A DISTANCE OF 29.19' TO A POINT; THENCE 9) S 48°49'07" W A DISTANCE OF 101.98' TO A POINT; THENCE 10) S 66°24'08" W A DISTANCE OF 183.02' TO A POINT; THENCE 11) S 61°09'27" W A DISTANCE OF 92.55' TO A POINT; THENCE 12) S 30°48'45" W A DISTANCE OF 94.87' TO A POINT; THENCE 13) S 29°17'18" W A DISTANCE OF 127.19' TO A POINT AT THE INTERSECTION OF SAID CENTER OF SAID EWING CREEK AND THE CENTER OF WHITES CREEK AND IN THE LINE OF JWM6, INC., OF RECORD IN INSTRUMENT NO. 20090212-0012298 (RODC,TN); THENCE WITH SAID CENTER OF SAID WHITES CREEK, THE LINE OF SAID JWM6, INC AND SUBSEQUENTLY THE LINE OF JOSEPH WOOD, OF RECORD IN INSTRUMENT NO. 20200812-0089678 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 16°24'36" W A DISTANCE OF 114.59' TO A POINT; THENCE 2) N 12°57'30" W A DISTANCE OF 564.34' TO A POINT IN LOT 2, BALTZ SUBDIVISION, OF RECORD IN PLAT BOOK 11190 PAGE 53; THENCE WITH SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION, N 07°12'11" W A DISTANCE OF 273.46' TO A POINT; THENCE LEAVING SAID CENTER OF SAID WHITES CREEK AND OVER AND THROUGH SAID LOT 2, BALTZ SUBDIVISION, N 82°50'31" E A DISTANCE OF 75.00' TO A POINT; THENCE LEAVING SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION AND OVER AND THROUGH PROPOSED TRACT B, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: 1) THENCE S 07°12'11" E A DISTANCE OF 269.63' TO A POINT; THENCE 2) S 12°57'30" E A DISTANCE OF 490.56' TO A POINT; THENCE 3) N 30°48'45" E A DISTANCE OF 62.09' TO A POINT; THENCE 4) N 61°09'27" E A DISTANCE OF 116.32' TO A POINT; THENCE 5) N 66°24'08" E A DISTANCE OF 174.86' TO A POINT; THENCE 6) N 48°49'07" E A DISTANCE OF 58.67' TO A POINT; THENCE 7) N 02°58'53" E A DISTANCE OF 18.13' TO A POINT; THENCE 8) N 33°45'54" E A DISTANCE OF 487.35' TO A POINT; THENCE 9) N 28°23'00" E A DISTANCE OF 112.33' TO A POINT; THENCE 10) N 06°36'17" W A DISTANCE OF 193.84' TO A POINT; THENCE 11) N 20°04'00" E A DISTANCE OF 84.57' TO A POINT; THENCE 12) N 14°41'26" E A DISTANCE OF 368.33' TO A POINT; THENCE 13) N 09°14'05" E A DISTANCE OF 205.76' TO A POINT IN THE LINE OF PROPOSED TRACT A; THENCE WITH SAID LINE OF SAID PROPOSED TRACT A, N 90°00'00" E A DISTANCE OF 85.25' TO THE **POINT OF BEGINNING**, HAVING AN AREA OF 4.913 ACRES (214,000 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION OF PROPOSED GREENWAY EASEMENT #2

SITUATE IN THE 2ND COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BEING PORTION OF THE PROPERTY OF RECORD IN INSTRUMENT NO. 20001020-0104344, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODC, TN) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN FOUND (ELLIOT) IN THE SOUTHERLY MARGIN OF BRILEY PARKWAY, AKA SR -155 (VARYING WIDTH PUBLIC RIGHT-OF-WAY), THE WESTERLY MARGIN OF WHITES CREEK PIKE, AKA SR-65 & US HIGHWAY 431 (VARYING WIDTH PUBLIC RIGHT-OF-WAY) AND BEING A COMMON CORNER WITH LOUIS J. BALTZ, OF RECORD IN BOOK 5403 PAGE 898 (RODC, TN) THENCE WITH SAID MARGINS OF SAID BRILEY PARKWAY AND SAID WHITES CREEK PIKE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N 83°46'49" E A DISTANCE OF 232.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 131.42', A RADIUS OF 204.19', A CHORD BEARING OF S 77°46'52" E AND A CHORD LENGTH OF 129.16' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 59°20'31" E A DISTANCE OF 85.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 118.94', A RADIUS OF 139.59', A CHORD BEARING OF N 83°38'41" E AND A CHORD LENGTH OF 115.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 5) WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 39.62', A RADIUS OF 25.00', A CHORD BEARING OF S 75°22'01" E AND A CHORD LENGTH OF 35.60' TO A 5/8" CAPPED IRON PIN SET (CESO) IN THE WESTERLY MARGIN OF SAID WHITES CREEK PIKE; THENCE WITH SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) S 29°58'08" E A DISTANCE OF 170.04' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) S 20°44'25" E A DISTANCE OF 148.46' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 26°04'49" E A DISTANCE OF 251.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) S 33°16'32" E A DISTANCE OF 328.40' TO A POINT IN THE CENTER OF EWING CREEK; THENCE WITH THE CENTER OF SAID EWING CREEK AND THE LINE OF EARTH CREDITS INC., OF RECORD IN INSTRUMENT NO. 20130312-0024315 (RODC, TN) THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 51°07'27" W A DISTANCE OF 109.13' TO A POINT; THENCE 2) S 46°43'30" W A DISTANCE OF 170.46' TO A POINT; THENCE 3) S 43°32'05" W A DISTANCE OF 109.77' TO A POINT; THENCE LEAVING SAID CENTER OF EWING CREEK AND CONTINUING WITH THE LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: S 86°27'55" W A DISTANCE OF 252.78' TO A POINT; THENCE 2) N 81°07'42" W A DISTANCE OF 200.49' TO A POINT; THENCE 3) N 89°44'35" W A DISTANCE OF 174.18' TO A POINT; THENCE 4) S 44°01'18" W A DISTANCE OF 151.32' TO A POINT; THENCE 5) S 65°36'58" W A DISTANCE OF 36.90' TO A POINT; THENCE 6) S 22°12'51" W A DISTANCE OF 72.70' TO A POINT; THENCE 7) S 12°46'29" W A DISTANCE OF 118.09' TO A POINT IN THE CENTER OF SAID EWING CREEK; THENCE CONTINUING WITH THE CENTER OF SAID EWING CREEK AND SAID LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE S 40°28'41" W A DISTANCE OF 134.59' TO A POINT; THENCE 2) S 58°23'16" W A DISTANCE OF 100.60' TO A POINT; THENCE 3) S 66°28'09" W A DISTANCE OF 56.45' TO A POINT; THENCE 4) N 76°53'21" W A DISTANCE OF 146.98' TO A POINT; THENCE 5) N 74°27'28" W A DISTANCE OF 70.35' TO A POINT; THENCE 6) N 71°36'35" W A DISTANCE OF 100.13' TO A POINT; THENCE 7) S 24°03'38" W A DISTANCE OF 51.45' TO A POINT; THENCE 8) S 28°19'02" W A DISTANCE OF 99.35' TO THE A POINT; THENCE WITH THE CENTER OF EWING CREEK, THE LINE OF SAID EARTH CREDITS, LLC AND SUBSEQUENTLY THE LINE(S) OF

JOHN HAHN, JR, OF RECORD IN BOOK 9594 PAGE 110 (RODC,TN), SCHYLER & FAITH ANDERSON, OF RECORD IN INSTRUMENT NO. 20190325-0026681 (RODC,TN), MICHAEL & YOWANDA DAVIS, OF RECORD IN INSTRUMENT NO. 20021217-0155085, TRINA L. WALKER, OF RECORD IN INSTRUMENT BOOK 20200609-0058936, WARREN & MARIA SUMMER, OF RECORD IN INSTRUMENT NO. 20070105-0002052, ALLISON & BETTY DAWKINS, OF RECORD IN INSTRUMENT NO. 20110810-0061545, TERESA DISMUKES, OF RECORD IN INSTRUMENT NO. 20050712-0080856 AND NASHVILLE METRO GOVERNMENT, OF RECORD IN INSTRUMENT NO'S. 2015111-0117436 & 20151119-0117436 THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: 1) S 31°02'27" W A DISTANCE OF 24.61' TO A POINT; THENCE 2) S 09°14'05" W A DISTANCE OF 200.16' TO A POINT; 3) S 14°41'26" W A DISTANCE OF 375.42' TO A POINT; THENCE 4) S 20°04'00" W A DISTANCE OF 70.31' TO A POINT; THENCE 5) S 06°36'17" E A DISTANCE OF 199.70' TO A POINT; THENCE 6) S 28°23'00" W A DISTANCE OF 139.49' TO A POINT; THENCE 7) S 33°45'54" W A DISTANCE OF 470.23' TO A POINT; THENCE 8) S 02°58'53" W A DISTANCE OF 29.19' TO A POINT; THENCE 9) S 48°49'07" W A DISTANCE OF 101.98' TO A POINT; THENCE 10) S 66°24'08" W A DISTANCE OF 183.02' TO A POINT; THENCE 11) S 61°09'27" W A DISTANCE OF 92.55' TO A POINT; THENCE 12) S 30°48'45" W A DISTANCE OF 94.87' TO A POINT; THENCE 13) S 29°17'18" W A DISTANCE OF 127.19' TO A POINT AT THE INTERSECTION OF SAID CENTER OF SAID EWING CREEK AND THE CENTER OF WHITES CREEK AND IN THE LINE OF JWM6, INC., OF RECORD IN INSTRUMENT NO. 20090212-0012298 (RODC,TN); THENCE WITH SAID CENTER OF SAID WHITES CREEK, THE LINE OF SAID JWM6, INC AND SUBSEQUENTLY THE LINE OF JOSEPH WOOD, OF RECORD IN INSTRUMENT NO. 20200812-0089678 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 16°24'36" W A DISTANCE OF 114.59' TO A POINT; THENCE 2) N 12°57'30" W A DISTANCE OF 564.34' TO A POINT IN THE LINE LOT 2, BALTZ SUBDIVISION, OF RECORD IN BOOK 1190 PAGE 53 (RODC,TN); THENCE CONTINUING WITH SAID CENTER OF SAID WHITES CREEK AND SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION, N 07°12'11" W A DISTANCE OF 273.46' TO THE **POINT OF BEGINNING**; THENCE, ALONG SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION, THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 07°06'06" W A DISTANCE OF 122.44' TO A POINT; THENCE 2) N 73°50'06" E A DISTANCE OF 21.00' TO A POINT; THENCE 3) N 88°30'47" E A DISTANCE OF 54.53' TO A POINT; THENCE OVER AND THROUGH SAID LOT 2, BALTZ SUBDIVISION, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 07°06'06" E A DISTANCE OF 120.35' TO A POINT; THENCE 2) S 82°50'51" W A DISTANCE OF 75.00' TO THE **POINT OF BEGINNING**, HAVING AN AREA OF 0.212 ACRES (9,250 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION OF PROPOSED GREENWAY EASEMENT #3

SITUATE IN THE 2ND COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BEING PORTION OF THE PROPERTY OF RECORD IN INSTRUMENT NO. 20001020-0104344, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODC,TN) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN FOUND (ELLIOT) IN THE SOUTHERLY MARGIN OF BRILEY PARKWAY, AKA SR -155 (VARYING WIDTH PUBLIC RIGHT-OF-WAY), THE WESTERLY MARGIN OF WHITES CREEK PIKE, AKA SR-65 & US HIGHWAY 431 (VARYING WIDTH PUBLIC RIGHT-OF-WAY) AND BEING A COMMON CORNER WITH LOUIS J. BALTZ, OF RECORD IN BOOK 5403 PAGE 898 (RODC,TN) THENCE WITH SAID MARGINS OF SAID BRILEY PARKWAY AND SAID WHITES CREEK PIKE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N 83°46'49" E A DISTANCE OF 232.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 131.42', A RADIUS OF 204.19', A CHORD BEARING OF S 77°46'52" E AND A CHORD LENGTH OF 129.16' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 59°20'31" E A DISTANCE OF 85.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 118.94', A RADIUS OF 139.59', A CHORD BEARING OF N 83°38'41" E AND A CHORD LENGTH OF 115.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 5) WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 39.62', A RADIUS OF 25.00', A CHORD BEARING OF S 75°22'01" E AND A CHORD LENGTH OF 35.60' TO A 5/8" CAPPED IRON PIN SET (CESO) IN THE WESTERLY MARGIN OF SAID WHITES CREEK PIKE; THENCE WITH SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) S 29°58'08" E A DISTANCE OF 170.04' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) S 20°44'25" E A DISTANCE OF 148.46' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 26°04'49" E A DISTANCE OF 251.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE (4) S 33°16'32" E A DISTANCE OF 328.40' TO A POINT IN THE CENTER OF EWING CREEK; THENCE WITH THE CENTER OF SAID EWING CREEK AND THE LINE OF EARTH CREDITS INC., OF RECORD IN INSTRUMENT NO. 20130312-0024315 (RODC, TN) THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 51°07'27" W A DISTANCE OF 109.13' TO A POINT; THENCE 2) S 46°43'30" W A DISTANCE OF 170.46' TO A POINT; THENCE 3) S 43°32'05" W A DISTANCE OF 109.77' TO A POINT; THENCE LEAVING SAID CENTER OF EWING CREEK AND CONTINUING WITH THE LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: S 86°27'55" W A DISTANCE OF 252.78' TO A POINT; THENCE 2) N 81°07'42" W A DISTANCE OF 200.49' TO A POINT; THENCE 3) N 89°44'35" W A DISTANCE OF 174.18' TO A POINT; THENCE 4) S 44°01'18" W A DISTANCE OF 151.32' TO A POINT; THENCE 5) S 65°36'58" W A DISTANCE OF 36.90' TO A POINT; THENCE 6) S 22°12'51" W A DISTANCE OF 72.70' TO A POINT; THENCE 7) S 12°46'29" W A DISTANCE OF 118.09' TO A POINT IN THE CENTER OF SAID EWING CREEK; THENCE CONTINUING WITH THE CENTER OF SAID EWING CREEK AND SAID LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE S 40°28'41" W A DISTANCE OF 134.59' TO A POINT; THENCE 2) S 58°23'16" W A DISTANCE OF 100.60' TO A POINT; THENCE 3) S 66°28'09" W A DISTANCE OF 56.45' TO A POINT; THENCE 4) N 76°53'21" W A DISTANCE OF 146.98' TO A POINT; THENCE 5) N 74°27'28" W A DISTANCE OF 70.35' TO A POINT; THENCE 6) N 71°36'35" W A DISTANCE OF 100.13' TO A POINT; THENCE 7) S 24°03'38" W A DISTANCE OF 51.45' TO A POINT; THENCE 8) S 28°19'02" W A DISTANCE OF 99.35' TO A POINT; THENCE LEAVING SAID CENTER OF SAID EWING CREEK AND WITH THE LINE OF PROPOSED TRACT A, N 90°00'00" W A DISTANCE OF

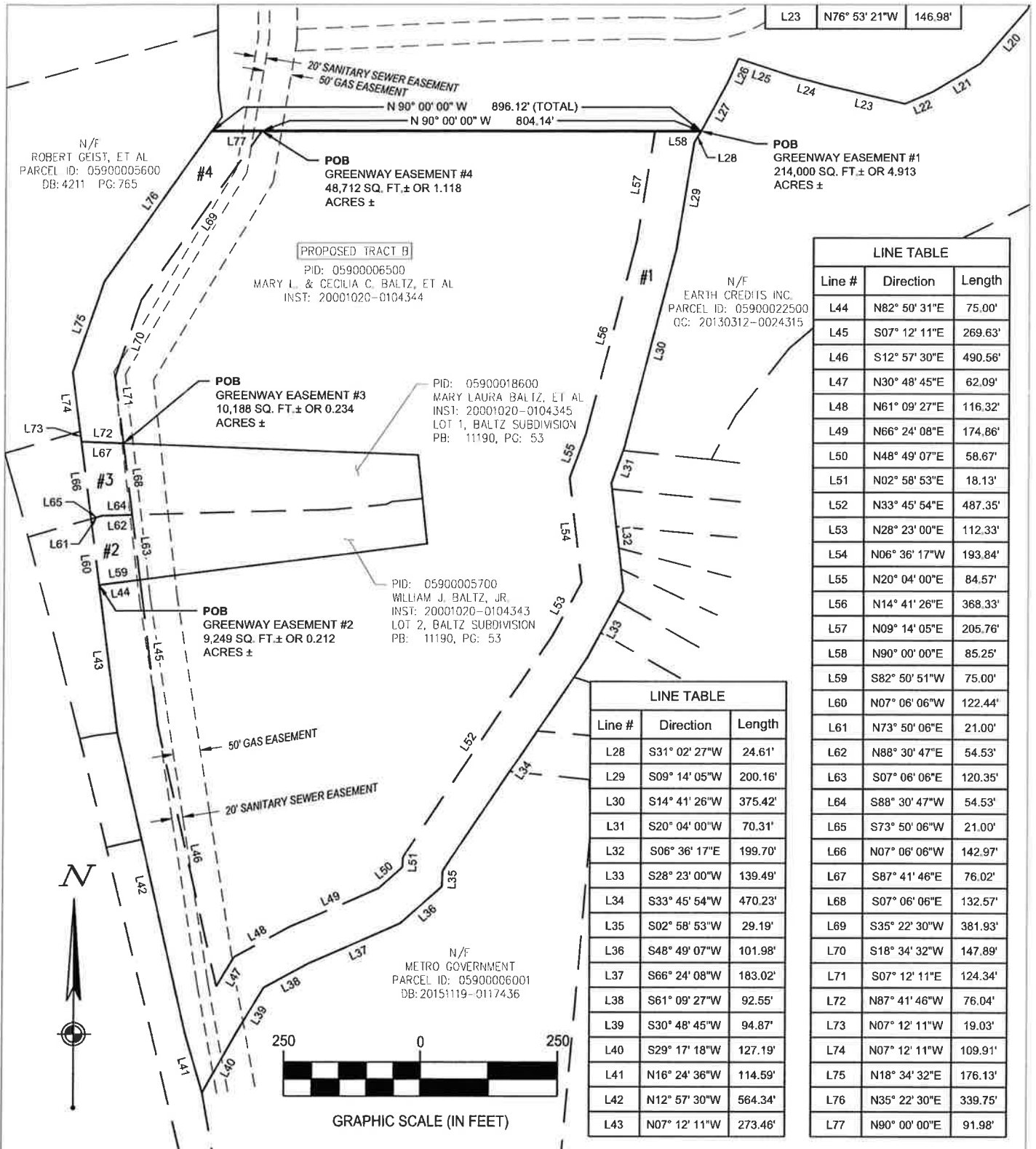
804.14' TO A POINT; THENCE LEAVING SAID LINE OF SAID PROPOSED TRACT A AND OVER AND THROUGH PROPOSED TRACT B THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 35°22'30" W A DISTANCE OF 381.93' TO A POINT; THENCE 2) S 18°34'32" W A DISTANCE OF 147.89' TO A POINT; THENCE 3) S 07°12'11" E A DISTANCE OF 124.34' TO A POINT IN THE LINE OF LOT 1, BALTZ SUBDIVISION, OF RECORD IN BOOK 11190 PAGE 53 (RODC, TN), THE **POINT OF BEGINNING**; THENCE OVER AND THROUGH SAID LOT 1, BALTZ SUBDIVISION, S 07°06'06" E A DISTANCE OF 132.57' TO A POINT IN THE LINE OF LOT 2, BALTZ SUBDIVISION; THENCE WITH SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION, THE FOLLOWING TWO COURSES AND DISTANCES: 1) S 88°30'47" W A DISTANCE OF 54.53' TO A POINT; THENCE 2) S 73°50'06" W A DISTANCE OF 21.00' TO A POINT; THENCE LEAVING SAID LINE OF SAID LOT 2, BALTZ SUBDIVISION AND OVER AND THROUGH SAID LOT 1, BALTZ SUBDIVISION, N 07°06'06" W A DISTANCE OF 142.97' TO A POINT IN THE LINE OF PROPOSED TRACT B; THENCE WITH SAID LINE OF SAID PROPOSED TRACT B, S 87°41'46" E A DISTANCE OF 76.02' TO THE **POINT OF BEGINNING**, HAVING AN AREA OF 0.234 ACRES (10,188 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION OF PROPOSED GREENWAY EASEMENT #4

SITUATE IN THE 2ND COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BEING PORTION OF THE PROPERTY OF RECORD IN INSTRUMENT NO. 20001020-0104344, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODC, TN) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN FOUND (ELLIOT) IN THE SOUTHERLY MARGIN OF BRILEY PARKWAY, AKA SR -155 (VARYING WIDTH PUBLIC RIGHT-OF-WAY), THE WESTERLY MARGIN OF WHITES CREEK PIKE, AKA SR-65 & US HIGHWAY 431 (VARYING WIDTH PUBLIC RIGHT-OF-WAY) AND BEING A COMMON CORNER WITH LOUIS J. BALTZ, OF RECORD IN BOOK 5403 PAGE 898 (RODC, TN) THENCE WITH SAID MARGINS OF SAID BRILEY PARKWAY AND SAID WHITES CREEK PIKE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N 83°46'49" E A DISTANCE OF 232.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 131.42', A RADIUS OF 204.19', A CHORD BEARING OF S 77°46'52" E AND A CHORD LENGTH OF 129.16' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 59°20'31" E A DISTANCE OF 85.00' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 4) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 118.94', A RADIUS OF 139.59', A CHORD BEARING OF N 83°38'41" E AND A CHORD LENGTH OF 115.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 5) WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 39.62', A RADIUS OF 25.00', A CHORD BEARING OF S 75°22'01" E AND A CHORD LENGTH OF 35.60' TO A 5/8" CAPPED IRON PIN SET (CESO) IN THE WESTERLY MARGIN OF SAID WHITES CREEK PIKE; THENCE WITH SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) S 29°58'08" E A DISTANCE OF 170.04' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 2) S 20°44'25" E A DISTANCE OF 148.46' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE 3) S 26°04'49" E A DISTANCE OF 251.37' TO A 5/8" CAPPED IRON PIN SET (CESO); THENCE (4) S 33°16'32" E A DISTANCE OF 328.40' TO A POINT IN THE CENTER OF EWING CREEK; THENCE WITH THE CENTER OF SAID EWING CREEK AND THE LINE OF EARTH CREDITS INC., OF RECORD IN INSTRUMENT NO. 20130312-0024315 (RODC, TN) THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 51°07'27" W A DISTANCE OF 109.13' TO A POINT; THENCE 2) S 46°43'30" W A DISTANCE OF 170.46' TO A POINT; THENCE 3) S 43°32'05" W A DISTANCE OF 109.77' TO A POINT; THENCE LEAVING SAID CENTER OF EWING CREEK AND CONTINUING WITH THE LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: S 86°27'55" W A DISTANCE OF 252.78' TO A POINT; THENCE 2) N 81°07'42" W A DISTANCE OF 200.49' TO A POINT; THENCE 3) N 89°44'35" W A DISTANCE OF 174.18' TO A POINT; THENCE 4) S 44°01'18" W A DISTANCE OF 151.32' TO A POINT; THENCE 5) S 65°36'58" W A DISTANCE OF 36.90' TO A POINT; THENCE 6) S 22°12'51" W A DISTANCE OF 72.70' TO A POINT; THENCE 7) S 12°46'29" W A DISTANCE OF 118.09' TO A POINT IN THE CENTER OF SAID EWING CREEK; THENCE CONTINUING WITH THE CENTER OF SAID EWING CREEK AND SAID LINE OF SAID EARTH CREDITS, INC. THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE S 40°28'41" W A DISTANCE OF 134.59' TO A POINT; THENCE 2) S 58°23'16" W A DISTANCE OF 100.60' TO A POINT; THENCE 3) S 66°28'09" W A DISTANCE OF 56.45' TO A POINT; THENCE 4) N 76°53'21" W A DISTANCE OF 146.98' TO A POINT; THENCE 5) N 74°27'28" W A DISTANCE OF 70.35' TO A POINT; THENCE 6) N 71°36'35" W A DISTANCE OF 100.13' TO A POINT; THENCE 7) S 24°03'38" W A DISTANCE OF 51.45' TO A POINT; THENCE 8) S 28°19'02" W A DISTANCE OF 99.35' TO A POINT; THENCE LEAVING SAID CENTER OF SAID EWING CREEK AND WITH THE LINE OF PROPOSED TRACT A, N 90°00'00" W A DISTANCE OF

804.14' TO THE **POINT OF BEGINNING**; THENCE OVER AND THROUGH SAID PROPOSED TRACT B THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) S 35°22'30" W A DISTANCE OF 381.93' TO A POINT; THENCE 2) S 18°34'32" W A DISTANCE OF 147.89' TO A POINT; THENCE 3) S 07°12'11" E A DISTANCE OF 124.34' TO A POINT IN THE LINE OF LOT 1, BALTZ SUBDIVISION, OF RECORD IN PLAT BOOK 11190, PAGE 53 (RODC, TN); THENCE WITH THE LINE OF SAID LOT 1, BALTZ SUBDIVISION THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) N 87°41'46" W A DISTANCE OF 76.04' TO A POINT; THENCE 2) N 07°12'11" W A DISTANCE OF 19.03' TO A POINT IN THE LINE OF ROBERT GEIST, ET AL, OF RECORD IN BOOK 4211 PAGE 765 (RODC, TN); THENCE CONTINUING WITH SAID CENTER OF SAID WHITES CREEK, SAID LINE OF SAID GEIST, ET AL AND SUBSEQUENTLY THE LINE(S) OF GEORGE & MARGARET GEIST, OF RECORD IN BOOK 10020 PAGE 231 & BOOK 10020 PAGE 231 (RODC, TN), THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N 07°12'11" W A DISTANCE OF 109.91' TO A POINT; THENCE 2) N 18°34'32" E A DISTANCE OF 176.13' TO A POINT; THENCE 3) N 35°22'30" E A DISTANCE OF 339.75' TO A POINT IN SAID LINE OF SAID PROPOSED TRACT A, N 90°00'00" E A DISTANCE OF 91.98' TO THE **POINT OF BEGINNING**, HAVING AN AREA OF 1.118 ACRES (48,712 SQUARE FEET), MORE OR LESS.



Drawing Title: **GREENWAY EASEMENTS 1-4 EXHIBIT**

Project Number: 762180
 Scale: 1" = 250'
 Drawn By: BWS
 Checked By: WJH
 Date: 11-14-2023
 Issue: FOR REVIEW

AL. NEYER, LLC.

EASEMENT EXHIBIT
WILLIAM J. BALTZ, JR. PROPERTY
 4808 BUENA VISTA PIKE, NASHVILLE, TENNESSEE
 DAVIDSON COUNTY - 3RD COUNCIL DISTRICT - MAP 59
 PARCEL 65.00
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