

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 **Lowe's Home Centers, LLC**, a North Carolina limited liability company (herein referred to as "Grantor").

**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**, Grantor further intends, as owner of the Property, to convey to Metro the right to install and maintain a fence on the Property in perpetuity pursuant to the terms hereof; and

**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, a non-exclusive easement in perpetuity over the portion of the Property more particularly shown on Exhibit B attached hereto and incorporated by this reference (herein referred to as "the Easement Area") pursuant to the terms hereof.

1. Purpose. It is the purpose of this grant to allow Metro to install and maintain an 8 foot chain link fence ("Fence") on the Easement Area as depicted in Exhibit B. Metro shall, at its sole cost, install, construct, and maintain the Fence and the grass from the Fence to the road curb in first-class order and condition and in compliance with all applicable laws, rules and regulations. Metro shall not permit any claim, lien, or other encumbrance arising from its activities to accrue against or attach to the Easement Area or the Property. Metro shall promptly restore any damage to the Property caused by the exercise of its rights pursuant to this Agreement.

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

- a. To construct and maintain the Fence; and
- c. To prevent any activity on or use of the Easement Area that is inconsistent and materially adverse to the purpose of the Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent and materially adverse activity or use.

3. Other Prohibited Uses. Any activity on or use of the Easement Area inconsistent and materially adverse to the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent and materially adverse with the purpose of the Easement. Further, Grantor reserves the right to maintain the Easement Area consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

5. Discretion. Any forbearance by a party to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by the other shall not be deemed or construed to be a waiver by a party of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of such party's rights under this Agreement. No delay or omission by a party in the exercise of any right or remedy upon any breach by the other shall impair such right or remedy or be construed as a waiver.

6. Intentionally Omitted.

7. 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.

8. Intentionally Omitted.

9. Intentionally Omitted.

10. Insurance. The Metropolitan Government of Nashville and Davidson County is a self-insured governmental entity.

11. 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. 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 agreed to in writing by the parties hereto.

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.

f. Grant. Grantor grants these rights subject to all covenants, conditions, restrictions, exceptions and easements as may appear as a matter of public record or as may be evidenced by possession, use or survey.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

*Naizel Horne Cole*  
DIRECTOR, PARKS AND RECREATION

*Abraham Wescott*  
DIRECTOR, PUBLIC PROPERTY ADMINISTRATION



METRO: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

STATE OF Tennessee

COUNTY OF Sumner

On this the 18th day of October, 2022, before me personally appeared Abraham Wescott, who acknowledged himself to be the Director of the Metropolitan Government Department of Public Property, and that he, as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*Terril Jaynes*  
NOTARY PUBLIC

My Commission Expires: 3/3/26



GRANTOR:

**Lowe's Home Centers, LLC,**  
a North Carolina limited liability company

By: [Signature]  
Name: Richard Goodman  
Title: Vice President

DS TLE MW MK  
RT TS KSC

**GRANTOR: LOWE'S HOME CENTERS, LLC,**

STATE OF North Carolina

COUNTY OF Iredell )

On this the 1<sup>st</sup> day of September, 2022, before me personally appeared Richard Goodman known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11-19-2024

LORA ANN RITCHIE  
Notary Public, North Carolina  
Iredell County  
My Commission Expires  
11-19-2024

Exhibit A

Property Description

A tract of land situated in the 35<sup>th</sup> Councilmanic District of Nashville, Davidson County Tennessee. Being a portion of Parcels 83.00 & 86.00 on Davidson County Tax Map 102 and being more particularly described as follows:

Commencing at a northeasterly corner of Lot 1 – Lowes Tract and a westerly corner of Park Tract B, as shown on The Revised Unified Plat of Subdivision of The Marketplace and recorded in Instrument Number 20010515-0050282, Register's Office for Davidson County, Tennessee, (R.O.D.C.);

Thence, leaving Park Tract B and across Lot 1 – Lowes Tract, North 28°48'15" West for a distance of 130.74 feet to the Point of Beginning and having a Tennessee State Plane Coordinate of N: 656,666.47', E: 1,701,350.00';

Thence, with a curve to the left, having an arc length of 107.93 feet, a central angle of 18°27'33", a radius of 335.00 feet and a chord which bears South 15°36'23" West for a distance of 107.46 feet;

Thence, South 06°22'36" West a distance of 177.05 feet to a curve to the left;

Thence, with a curve to the left, having an arc length of 29.41 feet, a central angle of 26°44'45", a radius of 63.00 feet and a chord which bears South 06°59'46" East for a distance of 29.14 feet;

Thence, South 20°22'09" East for a distance of 75.21 feet to a curve to the right;

Thence, with a curve to the right, having an arc length of 41.40 feet, a central angle of 26°57'30", a radius of 88.00 feet and a chord which bears South 06°53'24" East for a distance of 41.02 feet;

Thence, South 06°35'21" West for a distance of 276.32 feet;

Thence, South 07°46'52" West for a distance of 53.23 feet to a curve to the right;

Thence, with a curve to the right, having an arc length of 221.65 feet, a central angle of 08°24'40", a radius of 1509.81 feet and a chord which bears South 12°19'54" West for a distance of 221.45 feet, being the most southeast corner of easement limits and approximately 1.0± feet southeast from the end of an existing fence;

Thence, North 73°27'46" West and crossing onto Lot 8 – Goody's Tract of said plat at 10.00 feet for a total distance of 15.00 feet;

Thence, continuing across Lot 8 of said plat the following two (2) calls:

With a curve to the left, having an arc length of 219.20 feet, a central angle of 08°24'34", a radius of 1494.81 feet and a chord which bears North 12°19'57" East for a distance of 219.20 feet;

Thence, North 07°46'52" East for a distance of 53.03 feet;

Thence, North 06°35'21" East and leaving Lot 8 at 5.16 feet for a total distance of 276.16 feet to a curve to the left;

Thence, with a curve to the left, having an arc length of 34.35 feet, a central angle of 26°57'30", a radius of 73.00 feet and a chord which bears North 06°53'24" West for a distance of 34.03 feet;

Thence, North 20°22'09" West for a distance of 75.21 feet to a curve to the right;

Thence, with a curve to the right, having an arc length of 36.41 feet, a central angle of 26°44'45", a radius of 78.00 feet and a chord which bears North 06°59'46" West for a distance of 36.08 feet;

Thence, North 06°22'36" East for a distance of 177.05 feet to a curve to the right;

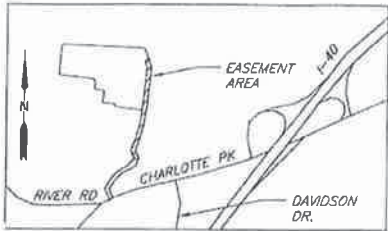
Thence, with a curve to the right, having an arc length of 134.20 feet, a central angle of 21°58'10", a radius of 350.00 feet and a chord which bears North 17°21'41" East for a distance of 133.38 feet to a point along or near an existing chain link fence;

Thence, along or near said fence, South 08°57'39" East for a distance of 25.79 feet to the Point of Beginning and containing 14,912 square feet or 0.34 acres, more or less.

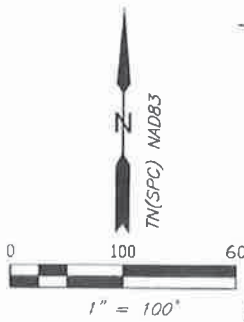
Being portions of the property conveyed to Lowe's Home Centers, Inc, as recorded in Instrument Number 20100914-0073160 and also being Portions of Lots 1 & 8 on the plan of The Marketplace, as recorded in Instrument Number 20000907-0088376 & 20010515-0050282, Register's Office for Davidson County, Tennessee.

Exhibit B  
Easement Area





VICINITY MAP - N.T.S.



**UTILITY NOTE:**

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, TENNESSEE ONE CALL 1-615-366-1987 OR 1-800-351-1111.

POINT OF BEGINNING  
N: 656,666.47'  
E: 1,701,350.00'

POINT OF COMMENCEMENT  
END EXISTING FENCE

**WARNING:**

THIS SURVEY WAS PREPARED FOR THE BENEFIT OF THE PARTY OR PARTIES NAMED HEREON AND IS INTENDED FOR THEIR SOLE USE. OTHER PARTIES ARE ADVISED NOT TO RELY UPON THIS. USE OF THIS DRAWING BY PARTIES OTHER THAN THOSE LISTED HEREON IS UNAUTHORIZED AND CONSTITUTES A VIOLATION OF FEDERAL COPYRIGHT LAWS.

**FOR:**

METRO PARKS  
511 OMAN DRIVE  
NASHVILLE, TN 37203  
615.862.8400

PARCEL ID: 10200008600  
LOWE'S HOME CENTERS, INC  
INSTR #20100914-0073160  
INSTR #20010515-0050282

FENCE EASEMENT AREA:  
14,912 S.F.±  
0.34 AC±

PARCEL ID: 10200008300  
LOWE'S HOME CENTERS, INC  
INSTR #20100914-0073160  
INSTR #20010515-0050282

PARCEL ID: 10200008500  
METRO GOV'T  
INSTR #20010607-0060229  
INSTR #20010515-0050282

PARCEL ID: 10200008700  
WAL-MART REAL ESTATE  
BUSINESS TRUST  
INSTR #20010925-0103389  
INSTR #20010515-0050282

**LEGEND**

- CATCH BASIN
- WATER METER
- IR(O) IRON ROD, OLD
- SS SANITARY MANHOLE
- E ELECTRIC BOX
- LIGHT POLE
- PROPERTY LINE
- X EXISTING FENCE
- GUARD RAIL

**NOTES:**

1. SURVEY FIELD WORK WAS COMPLETED ON 6/9/22
2. NO TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR.
3. THE PURPOSE OF THESE EXHIBIT IS TO CONVEY EXISTING CONDITIONS AND IDENTIFY LIMITS FOR A FENCE EASEMENT.
4. THIS EXHIBIT WAS PREPARED FOR METRO PARKS AND IS TO BE USED AS PART OF THE EASEMENT PROCUREMENT PROCESS ONLY. THIS PLAN IS NOT TO BE USED FOR A GENERAL PROPERTY SURVEY. A GENERAL PROPERTY SURVEY WAS NOT PERFORMED.

END EXISTING FENCE  
11.9'± OFF BACK  
OF CURB

EXISTING FENCE ENDS  
0.3'± FROM PARK  
PROPERTY

TRANSFORMER

PARK ENTRANCE

ASPHALT

DATE SURVEYED  
DRAWN BY  
CHECKED BY  
DATE  
DATE  
DATE

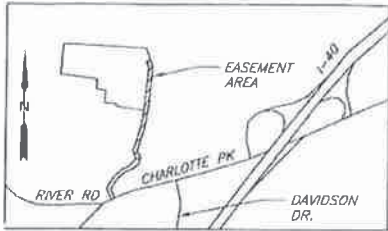
EASEMENT EXHIBIT  
7002 CHARLOTTE PIKE  
DEPARTMENT OF PARKS AND RECREATION  
METRO DAVIDSON COUNTY, TENNESSEE



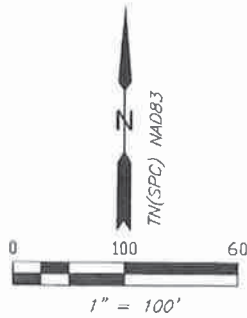
2849 NOLENVILLE PIKE, NASHVILLE, TN 37211  
PHONE: (615) 331-1441 FAX: (615) 331-1050

**REVISIONS**

NO.	DATE	BY	DESCRIPTION



VICINITY MAP - N.T.S.



**UTILITY NOTE:**

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LINE	BEARING	DISTANCE
L1	N 73°27'46" W	15.00'
L2	N 07°46'52" E	53.03'
L3	N 20°22'09" W	75.21'
L4	S 06°57'39" E	25.79'
L5	S 20°22'09" E	75.21'
L6	S 07°46'52" W	53.23'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1494.81'	219.40'	219.20'	N 12°19'57" E	8°24'54"
C2	73.00'	34.35'	34.03'	N 06°53'24" W	26°57'30"
C3	78.00'	36.41'	36.09'	N 06°59'46" W	26°44'45"
C4	350.00'	134.20'	133.39'	N 17°21'41" E	21°59'10"
C5	335.00'	107.93'	107.46'	S 15°36'23" W	19°27'33"
C6	63.00'	29.41'	29.14'	S 06°59'46" E	26°44'35"
C7	88.00'	41.40'	41.02'	S 06°53'24" E	26°57'30"
C8	1509.81'	221.65'	221.45'	S 12°19'54" W	8°24'40"

**NOTES:**

1. SURVEY FIELD WORK WAS COMPLETED ON 6/9/22
2. NO TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR.
3. THE PURPOSE OF THESE EXHIBIT IS TO CONVEY EXISTING CONDITIONS AND IDENTIFY LIMITS FOR A FENCE EASEMENT.
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SHEET NO. 2 OF 2

LINE TABLES

EASEMENT EXHIBIT  
7002 CHARLOTTE PIKE  
DEPARTMENT OF PARKS AND RECREATION  
METRO DAVIDSON COUNTY, TENNESSEE



2849 NOLENSVILLE PIKE, NASHVILLE, TN 37211  
PHONE: (615) 331-1441 FAX: (615) 331-1050

REVISIONS		
NO.	DATE	DESCRIPTION



**METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY**

Metro Office Building  
800 President Ronald Reagan Way  
P.O. Box 196300  
Nashville, TN 37219-6300

October 4, 2022

To: Ronald Colter Metro Public Property Administration

Re: **LOWE'S EASEMENT**  
**Planning Commission Mandatory Referral #2022M-036AG-001**  
**Council District #35 Dave Rosenberg, 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 accepting an easement on certain property located at 7034 Charlotte Pike (Parcel No. 10200008600) owned by Lowes Home Centers, LLC (Proposal No. 2022M-036AG-001).*

The relevant Metro agencies (Metro Parks, Metro Public Works, 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](mailto:delilah.rhodes@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Milligan".

Lisa Milligan  
Land Development Manager  
Metro Planning Department  
cc: *Metro Clerk*

