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NASHVILLE PLANNING

June 14, 2024

To: Ronald Colter Metro Department of Finance

Re: Rock Nashville Greenway Easement
Planning Commission Mandatory Referral 2024M-030AG-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 Rock Nashville Properties, LLC for greenway improvements at 3200 Whites Creek Pike (Proposal No. 2024M-030AG-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,

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

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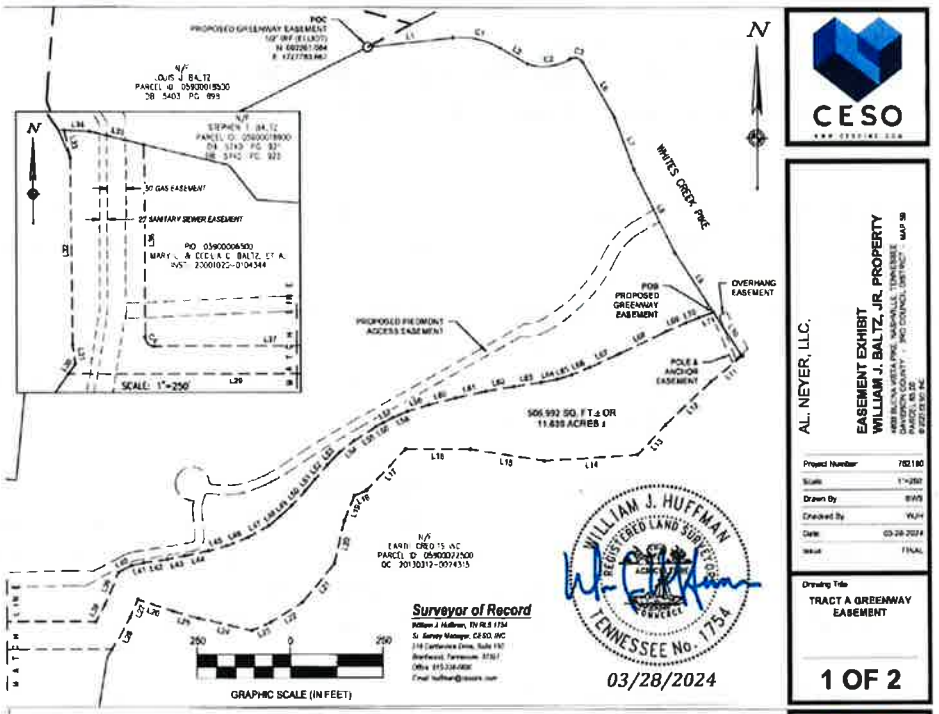
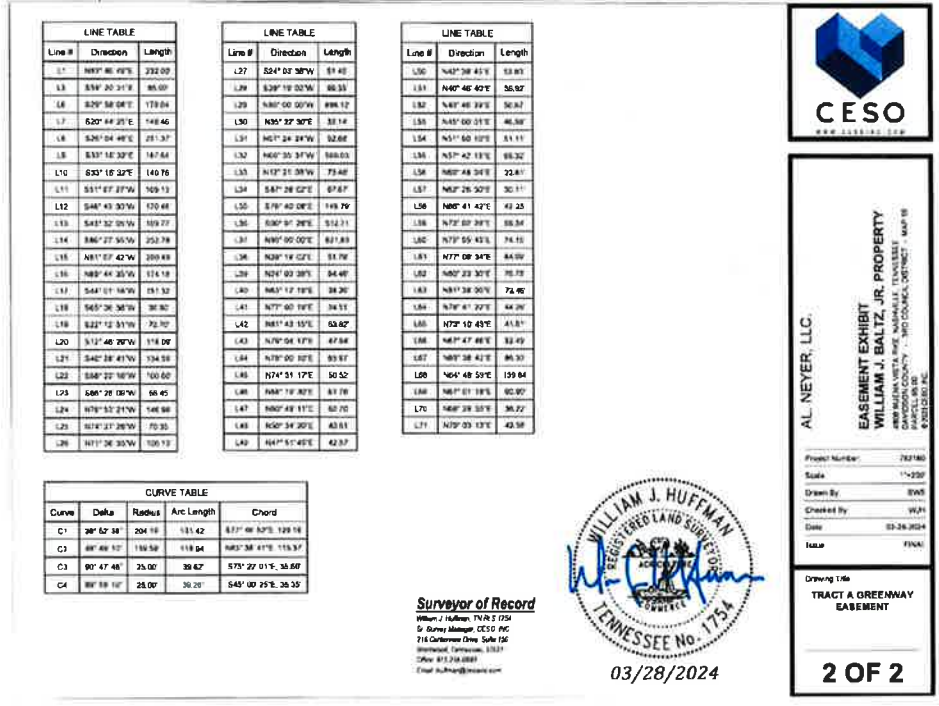


LINE TABLE		
Line #	Direction	Length
L1	N83° 46' 49"E	232.00'
L2	S84° 20' 31"E	86.00'
L3	S29° 58' 08"E	178.04'
L4	S20° 44' 25"E	148.46'
L5	S26° 04' 48"E	251.37'
L6	S33° 18' 32"E	167.64'
L10	S33° 18' 32"E	140.76'
L11	S51° 07' 27"W	109.13'
L12	S46° 43' 30"W	170.48'
L13	S43° 32' 05"W	109.27'
L14	S86° 27' 55"W	252.78'
L15	N81° 07' 42"W	200.68'
L16	N69° 44' 25"W	174.18'
L17	S44° 01' 16"W	151.52'
L18	S65° 36' 38"W	36.82'
L19	S22° 12' 51"W	72.70'
L20	S12° 46' 29"W	116.08'
L21	S42° 28' 41"W	134.58'
L22	S68° 22' 16"W	100.00'
L23	S66° 28' 08"W	66.45'
L24	N79° 52' 21"W	146.86'
L25	S74° 27' 26"W	70.35'
L26	N71° 26' 35"W	106.13'

LINE TABLE		
Line #	Direction	Length
L27	S24° 03' 38"W	51.40'
L28	S29° 19' 02"W	66.33'
L29	N80° 00' 00"W	896.12'
L30	N35° 27' 30"E	33.14'
L31	N57° 24' 24"W	52.66'
L32	N60° 35' 37"W	166.03'
L33	N12° 21' 39"W	73.48'
L34	S87° 28' 02"E	97.67'
L35	S76° 40' 08"E	149.79'
L36	S36° 51' 28"E	512.71'
L37	N90° 00' 00"E	821.89'
L38	N28° 19' 02"E	53.79'
L39	N24° 03' 38"E	94.48'
L40	N63° 17' 19"E	38.20'
L41	N77° 00' 19"E	34.53'
L42	N61° 43' 15"E	53.82'
L43	N76° 04' 17"E	47.64'
L44	N78° 00' 32"E	93.57'
L45	N74° 51' 17"E	50.52'
L46	N68° 19' 30"E	51.78'
L47	N60° 49' 11"E	52.70'
L48	N58° 34' 20"E	43.61'
L49	N47° 51' 45"E	42.37'

LINE TABLE		
Line #	Direction	Length
L50	N42° 38' 45"E	53.83'
L51	N40° 46' 42"E	36.92'
L52	N40° 46' 39"E	50.82'
L53	N45° 00' 01"E	46.56'
L54	N51° 50' 10"E	51.11'
L55	N57° 42' 13"E	65.32'
L56	N60° 48' 24"E	22.81'
L57	N62° 26' 50"E	30.11'
L58	N66° 41' 42"E	42.25'
L59	N72° 02' 29"E	55.34'
L60	N73° 05' 43"E	74.15'
L61	N77° 08' 34"E	44.09'
L62	N80° 23' 30"E	70.78'
L63	N81° 38' 06"E	73.45'
L64	N78° 41' 22"E	44.26'
L65	N72° 10' 45"E	41.81'
L66	N67° 47' 46"E	52.49'
L67	N65° 38' 42"E	86.30'
L68	N64° 48' 59"E	159.84'
L69	N67° 01' 18"E	60.90'
L70	N68° 28' 35"E	36.72'
L71	N70° 03' 13"E	43.58'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	38° 52' 38"	204.00'	151.42'	S77° 06' 52"E, 148.58'
C3	49° 49' 10"	150.50'	118.04'	N83° 38' 41"E, 114.37'
C3	90° 47' 48"	25.00'	39.62'	S75° 27' 01"E, 35.60'
C4	89° 59' 10"	25.00'	39.26'	S45° 00' 25"E, 35.35'



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AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the _____ day of _____, 2024, 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 **ROCK NASHVILLE PROPERTIES, LLC,** a Delaware limited liability company ("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

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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

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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; 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:

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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.

v. That in conducting any activities related to the Easement granted by this Agreement (including, without limitation, construction, maintenance, repair and/or replacement of improvements), Metro shall use commercially reasonable efforts to minimize interference with the use, development and operation of the Property by Grantor, its tenants, agents, vendors, customers, guests, successors and assigns.

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

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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.

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

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

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

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.]

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this _____ day of _____, 2024.

GRANTOR:

ROCK NASHVILLE PROPERTIES, LLC

By: Rock Nashville Campus, LLC, its Sole Member

By: Neyer Rock LP, LLC, its Manager

By: Al. Neyer Fund Manager, LLC, its Manager

By: Al. Neyer, LLC, its Manager

By: _____

Name: Stephanie P. Gartner

Title: EVP & COO, Real Estate

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

_____

DIRECTOR, PARKS AND RECREATION

STATE OF Ohio)

COUNTY OF Hamilton)

On this the 21 day of February, 2024, before me personally appeared Stephanie P. Gartner, EVP & COO, Real Estate of Al. Neyer, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument for Grantor and acknowledged that he/she executed the same for the purposes therein contained in his/her capacity on behalf of the company(ies).

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

_____

NOTARY PUBLIC

My Commission Expires: 9.1.2025

NOTARY PUBLIC STATE OF OHIO

EMILY T. LUCAS
Notary Public, State of Ohio
My Commission Expires
September 1, 2025

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 7th day of May, 2024, before me personally appeared Director Monique Horton Odom 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.

Laregia Travis
NOTARY PUBLIC

My Commission Expires: 7/6/2026

LAREGIA TRAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-6-2026

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

Exhibit A

DESCRIPTION OF THE PROPERTY

Situate in the 3rd Council District of Davidson County, Tennessee and being a 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:

Beginning at a capped iron pin found (ELLIOT) in the southerly margin of Briley Parkway, aka SR -155 (varying width public right-or-way), the westerly margin of Whites Creek Pike, aka SR-65 & US Highway 431 (varying width public right-or-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 a point; thence leaving said Ewing Creek and with a proposed new line over and through said William J. Baltz, Jr. et al,) N 90°00'00" W a distance of 896.12' to a point in the center of Whites Creek and said point also being in the line of George & Margaret Geist, of record in Book 10020 Page 231 & Book 10020 Page 231 (RODC,TN), thence with said center of said Whites Creek and said line of said George & Margaret Geist, the following four (4) courses and distances: 1) N 35°22'30" E a distance of 32.14' to a point; thence 2) N 07°24'24" W a distance of 52.68' to a point; thence 3) N 00°35'37" W a distance of 500.03' to a point; thence 4) N 23°28'45" W a distance of 79.02' to a point; thence leaving said center of said Whites Creek and with the line of Stephen T. Baltz, of record in Book 5740 Page 921 & Book 5740 Page 923 (RODC,TN) the following seven (7) courses and distances: 1)S 87°28'02" E a distance of 84.80' to a ½" iron pin found; thence

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2) S 76°34'17" E a distance of 383.60' to a 5\8" capped iron pin set (CESO); thence 3) S 38°46'17" E a distance of 118.75' to a ¾" iron pin found; thence 4) S 85°24'59" E a distance of 133.91' to a capped iron pin found (ELLIOT); thence 5) N 05°38'29" E a distance of 666.06' to a capped iron pin found (ELLIOT); thence 6) N 64°26'29" E a distance of 319.42' to a capped iron pin found (ELLIOT); thence 7) N 54°29'14" E a distance of 329.31' to a capped iron pin found (ELLIOT) in the line of Louis J. Baltz, of record in Book 5403 page 898 (RODC,TN); thence with said line of said Louis J. Baltz, N 63°11'25" E a distance of 366.10' to the **Point of Beginning**, having an area of 54.730 acres (2,384,035 square feet), more or less.

BEING THE SAME PROPERTY CONVEYED TO ROCK NASHVILLE PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM MARY LAURA BALTZ; CECILIA CLAIRE BALTZ HALPIN; DAVID GERALD BALTZ; AND WILLIAM J. BALTZ, JR., AS TENANTS IN COMMON, OF RECORD IN INSTRUMENT NO. _____, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

DocuSign Envelope ID: 86635032-DEB9-4A40-9AAC-44491EA2A5F7

LEGAL DESCRIPTION OF PROPOSED TRACT A GREENWAY EASEMENT

SITUATE IN THE 2ND COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BEING A 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-OR-WAY), THE WESTERLY MARGIN OF WHITES CREEK PIKE, AKA SR-65 & US HIGHWAY 431 (VARYING WIDTH PUBLIC RIGHT-OR-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: 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: 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 187.64' TO THE **POINT OF BEGINNING** OF THE TRACT A GREENWAY EASEMENT; THENCE CONTINUING WITH SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE, 39) S 33°16'32" E A DISTANCE OF 140.76' TO A POINT IN THE CENTER OF EWING CREEK; THENCE LEAVING SAID WESTERLY MARGIN OF SAID WHITES CREEK PIKE, WITH SAID CENTER OF SAID EWING CREEK AND THE NORTHERLY 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

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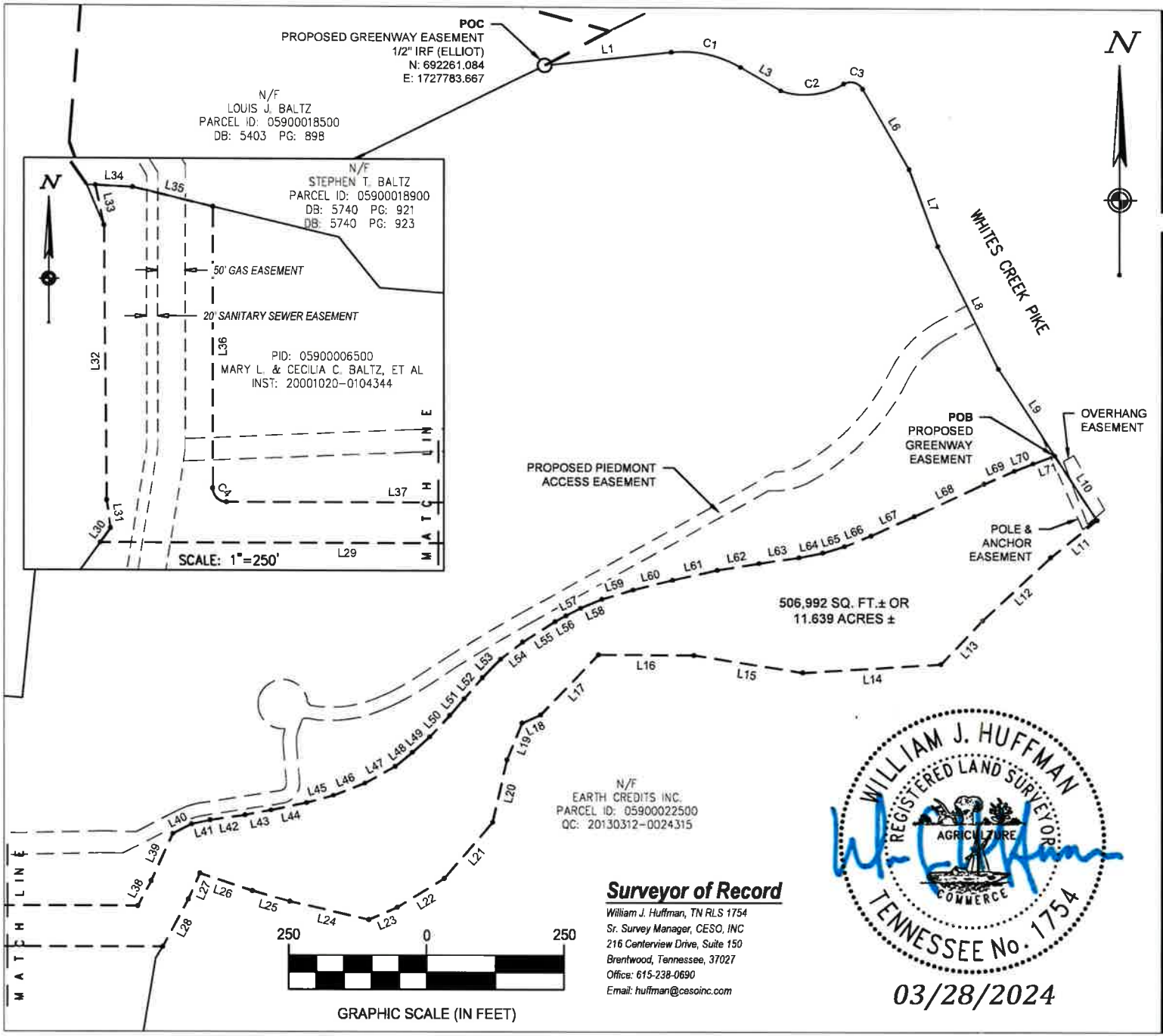
DISTANCE OF 146.98' TO A POINT; THENCE 5) N 74°27'28" W A DISTANCE OF 70.35' TO A POINT; THENCE 6) N 71°36'35" W A DISTANCE OF 100.13' TO A POINT; THENCE 7) S 24°03'38" W A DISTANCE OF 51.45' TO A POINT; THENCE 8) S 28°19'02" W A DISTANCE OF 99.35' TO A POINT; THENCE LEAVING SAID EWING CREEK AND WITH A PROPOSED NEW LINE OVER AND THROUGH SAID WILLIAM J. BALTZ, JR. ET AL,) N 90°00'00" W A DISTANCE OF 896.12' TO A POINT IN THE CENTER OF WHITES CREEK AND SAID POINT ALSO BEING IN THE LINE OF GEORGE & MARGARET GEIST, OF RECORD IN BOOK 10020 PAGE 231 & BOOK 10020 PAGE 231 (RODC,TN), THENCE WITH SAID CENTER OF SAID WHITES CREEK AND SAID LINE OF SAID GEORGE & MARGARET GEIST, THE FOLLOWING FOUR (3) COURSES AND DISTANCES: 1) N 35°22'30" E A DISTANCE OF 32.14' TO A POINT; THENCE 2) N 07°24'24" W A DISTANCE OF 52.68' TO A POINT; THENCE 3) N 00°35'37" W A DISTANCE OF 500.03' TO A POINT; THENCE LEAVING SAID CENTER OF SAID WHITES CREEK; THENCE N 12°21'08" W A DISTANCE OF 73.48' TO A POINT; THENCE WITH THE LINE OF STEPHEN T. BALTZ, OF RECORD IN BOOK 5740 PAGE 921 & BOOK 5740 PAGE 923 (RODC,TN) , THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 87°28'02" E A DISTANCE OF 67.67' TO A POINT; THENCE 2) S 76°40'08" E A DISTANCE OF 149.79' TO A POINT; THENCE THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES: 1) S 00°01'28" E A DISTANCE OF 512.71' TO A POINT; THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 39.26', A RADIUS OF 25.00', A CHORD BEARING OF S 45°00'25" E AND A CHORD LENGTH OF 35.35' TO A POINT; THENCE 3) N 90°00'00" E A DISTANCE OF 621.83' TO A POINT; THENCE 4) N 28°19'02" E A DISTANCE OF 51.78' TO A POINT; THENCE 5) N 24°03'38" E A DISTANCE OF 94.46' TO A POINT; THENCE 6) N 63°12'19" E A DISTANCE OF 38.26' TO A POINT; THENCE 7) N 77°00'19" E A DISTANCE OF 34.51' TO A POINT; THENCE 8) N 81°43'15" E A DISTANCE OF 63.82' TO A POINT; THENCE 9) N 79°04'17" E A DISTANCE OF 47.94' TO A POINT; THENCE 10) N 78°00'10" E A DISTANCE OF 65.97' TO A POINT; THENCE 11) N 74°31'17" E A DISTANCE OF 50.52' TO A POINT; THENCE 12) N 68°19'30" E A DISTANCE OF 61.78' TO A POINT; THENCE 13) N 60°49'11" E A DISTANCE OF 62.70' TO A POINT; THENCE 14) N 50°34'20" E A DISTANCE OF 40.61' TO A POINT; THENCE 15) N 47°51'45" E A DISTANCE OF 42.57' TO A POINT; THENCE 16) N 42°39'45" E A DISTANCE OF 53.83' TO A POINT; THENCE 17) N 40°46'40" E A DISTANCE OF 39.92' TO A POINT; THENCE 18) N 40°46'39" E A DISTANCE OF 50.67' TO A POINT; THENCE 19) N 45°00'01" E A DISTANCE OF 46.59' TO A POINT; THENCE 20) N 51°50'10" E A DISTANCE OF 51.11' TO A POINT; THENCE 21) N 57°42'15" E A DISTANCE OF 69.32' TO A POINT; THENCE 22) N 60°48'04" E A DISTANCE OF 22.81' TO A POINT; THENCE 23) N 62°26'50" E A DISTANCE OF 30.11' TO A POINT; THENCE 24) N 66°41'42" E A DISTANCE OF 42.25' TO A POINT; THENCE 25) N 73°02'28" E A DISTANCE OF 59.34' TO A POINT; THENCE 26) N 75°55'45" E A DISTANCE OF 74.15' TO A POINT; THENCE 27) N 77°08'34" E A DISTANCE OF 84.09' TO A POINT; THENCE 28) N 80°23'30" E A DISTANCE OF 76.75' TO A POINT; THENCE 29) N 81°38'05" E A DISTANCE OF 73.46' TO A POINT; THENCE 30) N 78°41'22" E A DISTANCE OF 44.26' TO A POINT; THENCE 31) N 73°10'43" E A DISTANCE OF 41.61' TO A POINT; THENCE 32) N 67°47'46" E A DISTANCE OF 52.49' TO A POINT; THENCE 33) N 65°38'42" E A DISTANCE OF 86.33' TO A POINT; THENCE 34) N 64°49'59" E A DISTANCE OF 139.84' TO A POINT; THENCE 35) N 67°01'18" E A DISTANCE OF 60.90' TO A POINT; THENCE 36) N 68°29'55" E A DISTANCE OF 36.22' TO A POINT; THENCE 37) N 70°03'13" E A DISTANCE OF 42.58' TO THE **POINT OF BEGINNING**, HAVING AN AREA OF 11.639 ACRES (506,992 SQUARE FEET), MORE OR LESS.



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WILLIAM J. HUFFMAN
REGISTERED LAND SURVEYOR
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COMMERCE
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03/28/2024

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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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Project Number:	762180
Scale:	1"=250'
Drawn By:	BWS
Checked By:	WJH
Date:	03-28-2024
Issue:	FINAL

Drawing Title:
TRACT A GREENWAY EASEMENT

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LINE TABLE		
Line #	Direction	Length
L1	N83° 46' 49"E	232.00'
L3	S59° 20' 31"E	85.00'
L6	S29° 58' 08"E	170.04'
L7	S20° 44' 25"E	148.46'
L8	S26° 04' 49"E	251.37'
L9	S33° 16' 32"E	187.64'
L10	S33° 16' 32"E	140.76'
L11	S51° 07' 27"W	109.13'
L12	S46° 43' 30"W	170.46'
L13	S43° 32' 05"W	109.77'
L14	S86° 27' 55"W	252.78'
L15	N81° 07' 42"W	200.49'
L16	N89° 44' 35"W	174.18'
L17	S44° 01' 18"W	151.32'
L18	S65° 36' 58"W	36.90'
L19	S22° 12' 51"W	72.70'
L20	S12° 46' 29"W	118.09'
L21	S40° 28' 41"W	134.59'
L22	S58° 23' 16"W	100.60'
L23	S66° 28' 09"W	56.45'
L24	N76° 53' 21"W	146.98'
L25	N74° 27' 28"W	70.35'
L26	N71° 36' 35"W	100.13'

LINE TABLE		
Line #	Direction	Length
L27	S24° 03' 38"W	51.45'
L28	S28° 19' 02"W	99.35'
L29	N90° 00' 00"W	896.12'
L30	N35° 22' 30"E	32.14'
L31	N07° 24' 24"W	52.68'
L32	N00° 35' 37"W	500.03'
L33	N12° 21' 08"W	73.48'
L34	S87° 28' 02"E	67.67'
L35	S76° 40' 08"E	149.79'
L36	S00° 01' 28"E	512.71'
L37	N90° 00' 00"E	621.83'
L38	N28° 19' 02"E	51.78'
L39	N24° 03' 38"E	94.46'
L40	N63° 12' 19"E	38.26'
L41	N77° 00' 19"E	34.51'
L42	N81° 43' 15"E	63.82'
L43	N79° 04' 17"E	47.94'
L44	N78° 00' 10"E	65.97'
L45	N74° 31' 17"E	50.52'
L46	N68° 19' 30"E	61.78'
L47	N60° 49' 11"E	62.70'
L48	N50° 34' 20"E	40.61'
L49	N47° 51' 45"E	42.57'

LINE TABLE		
Line #	Direction	Length
L50	N42° 39' 45"E	53.83'
L51	N40° 46' 40"E	39.92'
L52	N40° 46' 39"E	50.67'
L53	N45° 00' 01"E	46.59'
L54	N51° 50' 10"E	51.11'
L55	N57° 42' 15"E	69.32'
L56	N60° 48' 04"E	22.81'
L57	N62° 26' 50"E	30.11'
L58	N66° 41' 42"E	42.25'
L59	N73° 02' 28"E	59.34'
L60	N75° 55' 45"E	74.15'
L61	N77° 08' 34"E	84.09'
L62	N80° 23' 30"E	76.75'
L63	N81° 38' 05"E	73.46'
L64	N78° 41' 22"E	44.26'
L65	N73° 10' 43"E	41.61'
L66	N67° 47' 46"E	52.49'
L67	N65° 38' 42"E	86.33'
L68	N64° 49' 59"E	139.84'
L69	N67° 01' 18"E	60.90'
L70	N68° 29' 55"E	36.22'
L71	N70° 03' 13"E	42.58'

CURVE TABLE				
Curve	Delta	Radius	Arc Length	Chord
C1	36° 52' 38"	204.19'	131.42'	S77° 46' 52"E, 129.16'
C2	48° 49' 10"	139.59'	118.94'	N83° 38' 41"E, 115.37'
C3	90° 47' 46"	25.00'	39.62'	S75° 22' 01"E, 35.60'
C4	89° 59' 10"	25.00'	39.26'	S45° 00' 25"E, 35.35'

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2 OF 2

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