Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

NASHVILLE PLANNING

August 12, 2024

To: Ron Colter Metro Finance Department

**Re: Byline Greenway Easement**
**Planning Commission Mandatory Referral 2024M-106ES-001**
**Council District #19 Jacob Kupin, 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 an amended and restated agreement for a grant of a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Byline Property Owner, LLC for greenway improvements between 2nd Avenue North and 1st Avenue North, north of Van Buren Street and particularly on Parcels 08205013400, 08205013900, 08205014000, and 08205013300.*

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 Christopher Paulsen at Christopher.paulsen@nashville.gov or 615-880-2452.

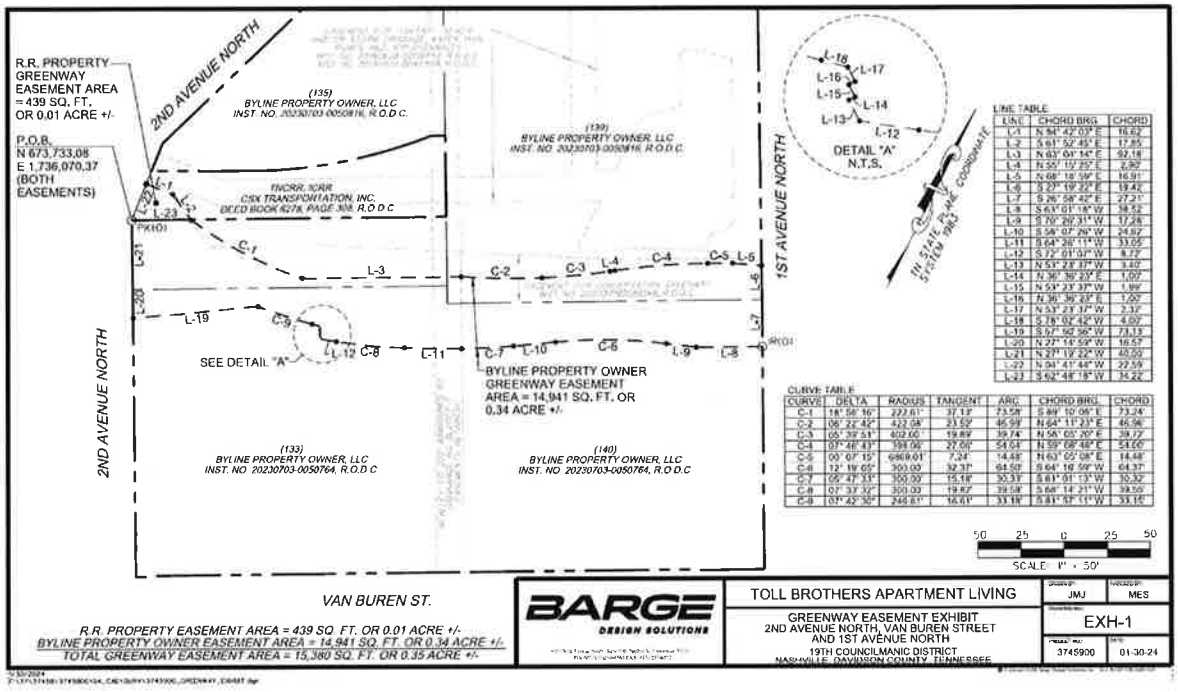
Sincerely,

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

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

**Re: Byline Greenway Easement**
**Planning Commission Mandatory Referral 2024M-106ES-001**
**Council District #19 Jacob Kupin, Council Member**

*An ordinance approving an amended and restated agreement for a grant of a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Byline Property Owner, LLC for greenway improvements between 2nd Avenue North and 1st Avenue North, north of Van Buren Street and particularly on Parcels 08205013400, 08205013900, 08205014000, and 08205013300.*



Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

This instrument prepared by,
Thomas G Cross
Metropolitan Attorney
Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

# AMENDED AND RESTATED AGREEMENT FOR GRANT OF EASEMENT

for

## CONSERVATION GREENWAY

THIS AMENDED AND RESTATED AGREEMENT FOR GRANT OF EASEMENT FOR CONSERVATION GREENWAY, 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 Byline Property Owner LLC., property owners (herein referred to as Grantors)

**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**, Grantors are the owners in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A and Exhibit B 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 Grantors and the people of Nashville and Davidson County; and

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

**WHEREAS,** pursuant to an agreement dated May 8, 2007, G&R Properties granted a greenway easement to Metro for the Property (the "Prior Easement"), which is recorded with the Davidson County Register of Deeds as Instrument No. 20070719-0086146; and

**WHEREAS**, Metro and Grantors desire to supersede and supplant the Previous Easement Previous Easement with this Amended and Restated Grant of Conservation Easement for Greenway; and

**WHEREAS**, pursuant to Ordinance No. BL2022-1339 Metro approved zoning for the Property that permits an aerial encroachment for an elevated walkway perpendicular to the easement; and

**WHEREAS**, Grantors intend 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**, Grantors further intend, as owners 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 Grantors 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, Grantors hereby voluntarily grant and convey to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantors (herein referred to as "the Easement") to be located as more particularly shown on Exhibit A and Exhibit B attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Grantors shall construct and forever maintain at the sole expense of Grantors and their successors and assigns the pathway and physical structures consistent with the attached design plans including a minimum

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

14 foot wide walking path, lighting, bike racks, a walking bridge, landscaping, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values. 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. Grantors 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 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 Grantors 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.

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

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 (it being understood that E-bikes are authorized pursuant to state law);
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. possession of firearms, weapons or projected objects (consistent with state law);
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions without proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantors.

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. Grantors reserves to themselves, and to their 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. Without limiting the foregoing, Grantors reserve the right (and acknowledge the obligation) to construct and forever maintain at the sole cost of Grantors and their successors and assigns a pathway to be located on the Easement, including, as shown on the attached plans, a minimum 14-foot wide walking path, lighting, bike racks, a 9-foot wide walking bridge, landscaping, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values.

6. Metro's Remedies. If Metro determines that Grantors are in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

portion of the Property so injured. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Metro may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the expiration of the period provided for cure. Metro's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantors 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. Grantors hereby waive any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantors' Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement,

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

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

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

13. Subsequent Transfers. Grantors agree 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. Grantors further agree 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 Grantors 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.

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effectuate 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.

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.

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 9 day of May, 2024.

**GRANTORS:**

**Byline Property Owner LLC**

Name: Russell R. Rochestie
Title: Sr. Vice President

**ACCEPTED:**

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Monique Odom
**DIRECTOR, PARKS AND RECREATION**

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

COMMONWEALTH OF PENNSYLVANIA )
)
COUNTY OF MONTGOMERY )

On this the 9 day of May, 2024, before me personally appeared Russell R. Rochestie, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Marie E. Stroud

My Commission Expires: _____

Commonwealth of Pennsylvania - Notary Seal
MARIE E. STROUD, Notary Public
Montgomery County
My Commission Expires June 20, 2027
Commission Number 1162301

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

On this the _____ day of _____, 2024, before me personally appeared _____, 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.

_____
NOTARY PUBLIC

My Commission Expires: _____

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

**SURVEYORS DESCRIPTION**
**MAP 82-5, PARCELS 134 & 139**

Being a Greenway Conservation Easement in the First Civil District, Nineteenth Councilmanic District, Davidson County, Nashville, Tennessee, located to the west of the 1st Avenue North, the east of 2nd Avenue North, south of Interstate 1-65, and north of Van Buren Street said easement being over and across a portion of Parcels 134 & 139, as shown on Property Map 82-05 owned by G & R Properties of record in Instrument No. 20051122-0140953, Register's Office of Davidson County Tennessee, a portion of Lot 94 on the plan of the Subdivision of the McGavock City Park Lots of record in Plat Book 57, Page 101, R 0 D C , and a portion of Alley No.. 222, being more particularly described as follows:

BEGINNING, at an iron rod (old) in the right-of-way of 1st Avenue North, and at the common corner of said Parcel 139 and Parcel 140, as shown on Property Map 82-5 owned by McRedmond Brothers, Inc.;

THENCE, with the north line of said Parcel 140, S 62° 48' 18" W, passing the east right-of-way of Alley No 222 at 174.80 feet, and continuing for 8.00 feet to the center of said Alley, for a total of 182.80 feet;

THENCE, with the center of said Alley N 27° 19' 22" W, 10.00 feet;

THENCE, leaving the center of said Alley S 62° 48' 18" W, passing an iron rod (o) at 8.,00 feet in the west right-of-way of Alley No. 222, and continuing with the south line of said Parcel 134 for 174.80 feet, for a total of 182.80 feet to an non rod (o) in the east right-of-way of 2nd Avenue North;

THENCE, with said 2nd Avenue North the following calls:

N 27° 19' 22" W, 40.00 feet to a p.k. nail (o),
N 04° 41' 44" W, 22.59 feet to the north line of said Greenway Conservation Easement;

THENCE, with said Greenway Conservation Easement the following calls:

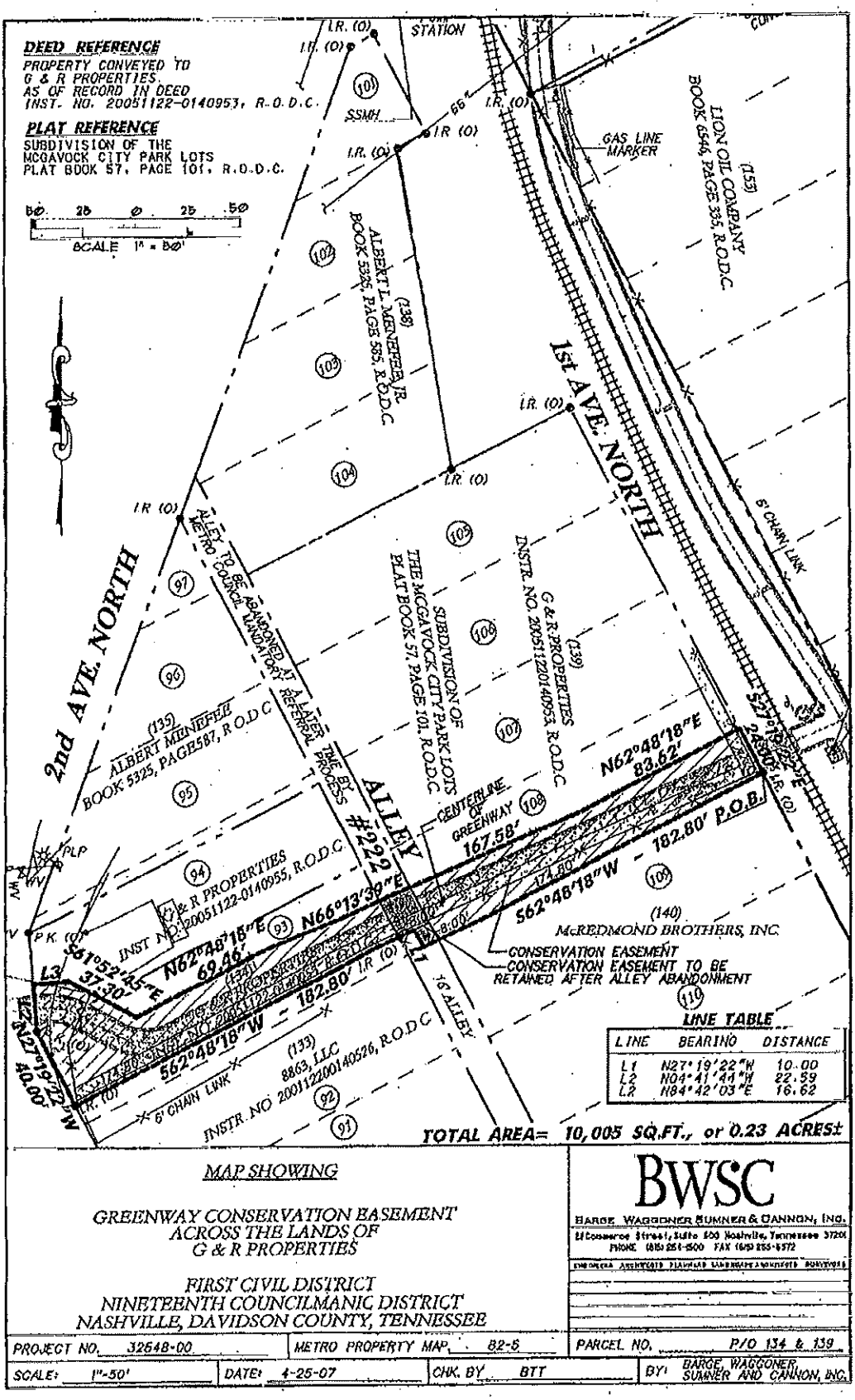
N 84° 42' 03" E, 16.62 feet,
S 61° 52' 45" E, 37 30 feet,
N 62° 48' 18" E, 69 46 feet,
N 66° 13' 39" E, 167 58 feet,
N 62° 48' 18" E, 83.62 feet to the west right-of-way of 1st Avenue North;

THENCE, with 1st Avenue North S 27° 19' 22" E, 24 00 feet to the POINT OF BEGINNING.

Containing 10,005 Square Feet, or 0.23 Acres, more or less

Barge, Waggoner, Sumner, and Cannon
File No. 32548-00
April 25, 2007

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113




MAP SHOWING

GREENWAY CONSERVATION EASEMENT
ACROSS THE LANDS OF
G & R PROPERTIES

FIRST CIVIL DISTRICT
NINETEENTH COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

BWSC
BARGE, WAGGONER, SUMNER & CANNON, INC.
211 Commerce Street, Suite 800 Nashville, Tennessee 37201
PHONE (615) 254-8500 FAX (615) 255-5572

| | | | |
|---|---|---|---|
| PROJECT NO. 32648-00 | METRO PROPERTY MAP 82-5 | | PARCEL NO. P/O 134 & 139 |
| SCALE: 1"=50' | DATE: 4-25-07 | CHK. BY BTT | BY: BARGE, WAGGONER, SUMNER AND CANNON, INC. |

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

# NEGOTIATORS REPORT OF CALL

STATE PROJECT: Cumberland River Greenway Downtown to Metrocenter Segment
COUNTY/S: DAVIDSON COUNTY
FEDERAL PROJECT: PIN # 109041.00
TRACT #: Map 82.5 / Parcel 134 and 139

OWNER: G & R Properties
ADDRESS: 1410 Third Avenue North, Nashville, Tennessee 37208
OWNER/TENANT: Glenn Goodwin
WORK PHONE NO. 252-5448
CELL PHONE NO. 957-4646

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH THE OWNER OR HIS DESIGNATED REPRESENTATIVE. ENTRIES SHOULD INCLUDE THE DATE, THE NAME(S) OF THE PERSON(S) CONTACTED AND A DESCRIPTION OF THE CONTACT. ALL COUNTER OFFERS MADE BY THE OWNER MUST BE NOTED. ENTRIES MUST BE AND DATED.

## INITIAL CONTACT

NEGOTIATOR RON HARRISON DATE OF CONTACT 06/13/06

## REAL PROPERTY OFFER

| | NO UNECONOMIC REMNANT | WITH UNEC. REMNANT |
|---|---|---|
| A. PURCHASES IMPROVEMENTS | ☐ | ☐ |
| B. OWNER RETAINS IMPROVEMENTS | ☒ | ☐ |

| | YES | NO | N/A |
|---|---|---|---|
| OWNER RETENTION EXPLAINED: | ☒ | ☐ | ☐ |
| OWNER INTERESTED IN RETAINING: | ☐ | ☐ | ☒ |
| EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED: | ☒ | ☐ | ☐ |
| FAIR MARKET VALUE DETERMINATION EXPLAINED: | ☐ | ☐ | ☒ |

THE FOLLOWING ITEMS WERE GIVEN TO THE PROPERTY OWNER: Map Easement Documents

## COMMENTS

06/13/06 Mr. Ron Harrison spoke with Mr. Goodwin on the phone regarding the greenway and emailed sketches to him showing the greenway and proposed easement location.

03/29/07 Mr. Ron Harrison and Mrs. Sham Dennison met Mr. Goodwin on site to go over greenway plan, easement, alley closure and fence relocation.

04/12/07 BWSC gained approval from Roy T. Goodwin Contractors, Inc. to survey the site to obtain a topographic survey.

04/26/07 BWSC sent pdf of conservation Greenway Easement and TDOT forms to Glenn Goodwin for their review and signatures.

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

**NOTICE OF PROPOSED ACQUISITION**
**DATE: _____**

Cumberland River Greenway - _____

STATE PROJECT: Downtown to Metrocenter Segment COUNTY/S: Davidson County FEDERAL PROJECT: PIN # 109041.00 TRACT #: Map 82.5 / Parcels 134 & 139

---

TO:

This is to notify you that the Metropolitan Government of Nashville and Davidson County plans to construct a bicycle path/greenway project to connect the Downtown Greenway to the Metro Center Levee Greenway along First Avenue North and Cement Plant Road, with a spur trail to Morgan Park from First Avenue right-of-way to Fifth Avenue.

The construction of this project as presently proposed will require the acquisition of certain easements and/or land along the route identified by the above tract number which our records show are owned by you.

The Metropolitan Government is requesting donation by you of an easement as shown on the attached drawing.

The enclosed brochure provides an explanation of the process by which the Metropolitan Government of Nashville Davidson County, using federal transportation funds, acquires the rights-of-way for highway and/or greenway bicycle trail projects and describes the basic protections provided you as a property owner.

While no federal funds will be used for acquisition of easements or land for this project, because federal highway/transportation funds will be used for its construction, we are required to notify you of the intent of the project and your right for compensation for the value of the easement or land to be acquired.

A survey crew will be out to stake the proposed Right of Way and easements.

Should you decline donating the easement and request compensation, we will have to provide an appraisal of the value of the easement area. For the benefit of the appraiser, should an appraisal be required, and the property owner, please be advised that we may need to cross your property on several occasions during the period of time required to do this consideration.

If an appraisal is necessary, you may be contracted in the near future by an appraiser who will be appraising your property for the Metropolitan Government of Nashville and Davidson County on behalf of the Metro Board of Parks and Recreation. The appraiser will make an appointment to inspect your property and you will be, at that time, afforded the opportunity to accompany the appraiser during the inspection of your property.

The current greenway plans are available for your inspection at the Metro Parks Centennial Park Office at 511 Oman Street in the Greenways Division located in the Recreation Building or by appointment with Ron Harrison of Barge, Waggoner, Sumner and Cannon, Inc., the engineering firm hired by Metro Parks to design the project. Mr. Harrison's number is (615) 252-4252.

Should you desire further information please contact me at this address or call me at the listed telephone number.

Ron Harrison, P.E.
BWSC (615-252-4252)

---

THE ORIGINAL OF THIS FORM WAS TO THE PROPERTY OWNER ON:

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

**INITIAL CONTACT**
**DATE: 06/13/06**

FEDERAL PROJECT PIN# 109041.00 COUNTY Davidson County
Cumberland River Greenway

STATE PROJECT Downtown to Metro Center Segment TRACT Map 82-5/Parcels 134 & 139

On _____, I, the owner(s) of property depicted on the attached right of way plan sheet and designated as Tract # 134 & 139 was personally contacted by Ron Harrison of Barge Waggoner Sumner and Cannon Inc. at the request of Metro Parks. At that time, the purpose of the project identified above as well as details concerning the effects of the project was discussed. The plan sheet referenced above was presented and explained.

In accordance with the above-mentioned meeting and based on the discussion of benefits and rights available to me as an affected owner of land required for Cumberland River Greenways improvement, I have made the following elections and/or determinations.

(Check One)

_____ Being fully apprised of my right to receive just compensation for the property in question, I have freely determined to waive my rights to receive just compensation. I agree to donate said lands to the Metropolitan Government of Nashville and Davidson County and will execute a deed of transfer to accomplish said donation for the express consideration of advancing the construction of the above referenced project.

_____ Being fully apprised of my right to receive just compensation for the property in question, I request that an offer of just compensation be provided for my consideration in granting the land required for the construction of the above referenced project.

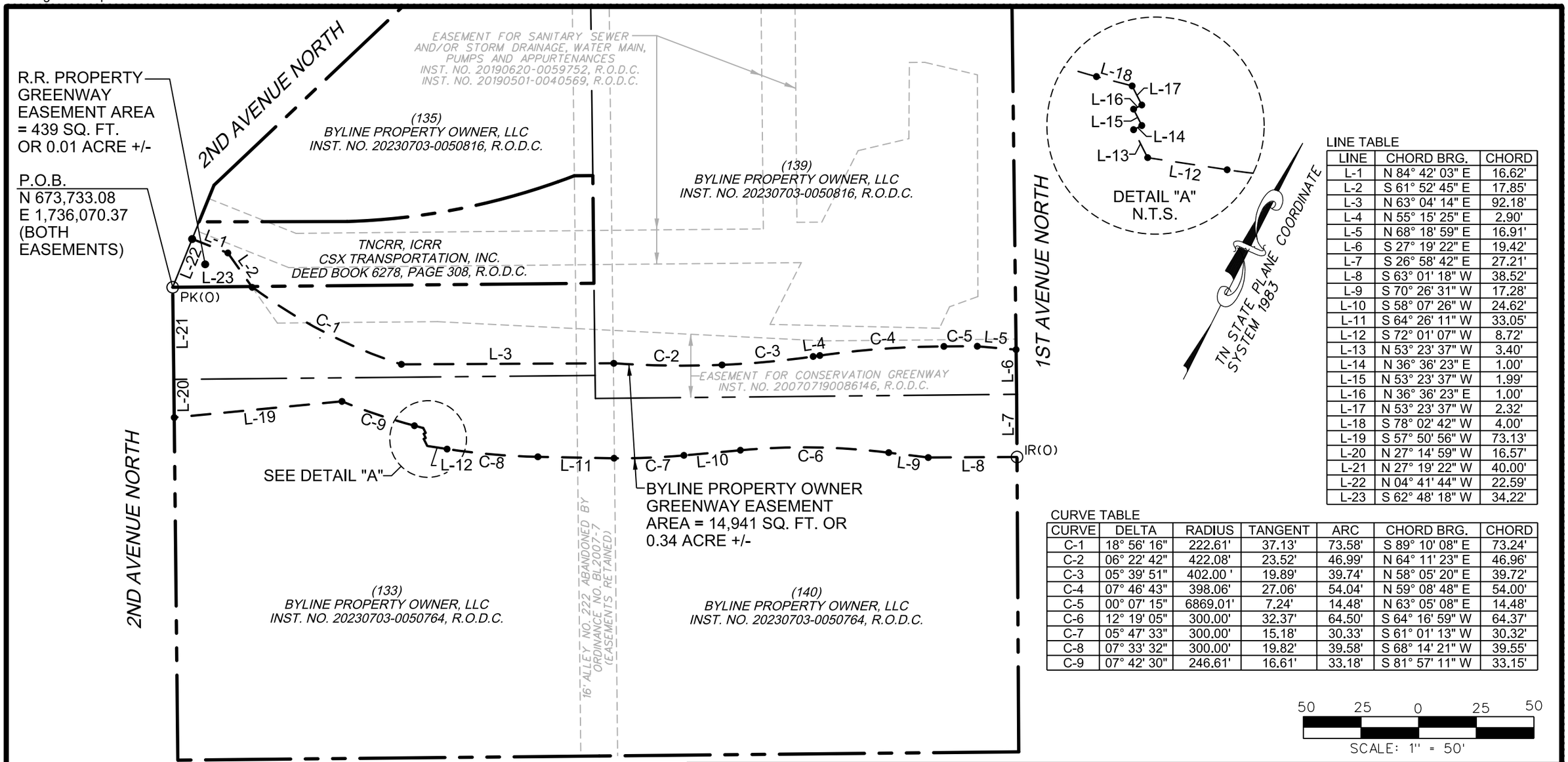
The above election being given freely this _____ day of _____ of 2007

_____ _____
LOCAL GOVERNMENT REPRESENTATIVE OWNER

_____
OWNER

COMMENTS:

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113




LINE TABLE

| LINE | CHORD BRG. | CHORD |
|---|---|---|
| L-1 | N 84° 42' 03" E | 16.62' |
| L-2 | S 61° 52' 45" E | 17.85' |
| L-3 | N 63° 04' 14" E | 92.18' |
| L-4 | N 55° 15' 25" E | 2.90' |
| L-5 | N 68° 18' 59" E | 16.91' |
| L-6 | S 27° 19' 22" E | 19.42' |
| L-7 | S 26° 58' 42" E | 27.21' |
| L-8 | S 63° 01' 18" W | 38.52' |
| L-9 | S 70° 26' 31" W | 17.28' |
| L-10 | S 58° 07' 26" W | 24.62' |
| L-11 | S 64° 26' 11" W | 33.05' |
| L-12 | S 72° 01' 07" W | 8.72' |
| L-13 | N 53° 23' 37" W | 3.40' |
| L-14 | N 36° 36' 23" E | 1.00' |
| L-15 | N 53° 23' 37" W | 1.99' |
| L-16 | N 36° 36' 23" E | 1.00' |
| L-17 | N 53° 23' 37" W | 2.32' |
| L-18 | S 78° 02' 42" W | 4.00' |
| L-19 | S 57° 50' 56" W | 73.13' |
| L-20 | N 27° 14' 59" W | 16.57' |
| L-21 | N 27° 19' 22" W | 40.00' |
| L-22 | N 04° 41' 44" W | 22.59' |
| L-23 | S 62° 48' 18" W | 34.22' |

CURVE TABLE

| CURVE | DELTA | RADIUS | TANGENT | ARC | CHORD BRG. | CHORD |
|---|---|---|---|---|---|---|
| C-1 | 18° 56' 16" | 222.61' | 37.13' | 73.58' | S 89° 10' 08" E | 73.24' |
| C-2 | 06° 22' 42" | 422.08' | 23.52' | 46.99' | N 64° 11' 23" E | 46.96' |
| C-3 | 05° 39' 51" | 402.00 ' | 19.89' | 39.74' | N 58° 05' 20" E | 39.72' |
| C-4 | 07° 46' 43" | 398.06' | 27.06' | 54.04' | N 59° 08' 48" E | 54.00' |
| C-5 | 00° 07' 15" | 6869.01' | 7.24' | 14.48' | N 63° 05' 08" E | 14.48' |
| C-6 | 12° 19' 05" | 300.00' | 32.37' | 64.50' | S 64° 16' 59" W | 64.37' |
| C-7 | 05° 47' 33" | 300.00' | 15.18' | 30.33' | S 61° 01' 13" W | 30.32' |
| C-8 | 07° 33' 32" | 300.00' | 19.82' | 39.58' | S 68° 14' 21" W | 39.55' |
| C-9 | 07° 42' 30" | 246.61' | 16.61' | 33.18' | S 81° 57' 11" W | 33.15' |

*R.R. PROPERTY EASEMENT AREA = 439 SQ. FT. OR 0.01 ACRE +/-*
*BYLINE PROPERTY OWNER EASEMENT AREA = 14,941 SQ. FT. OR 0.34 ACRE +/-*
*TOTAL GREENWAY EASEMENT AREA = 15,380 SQ. FT. OR 0.35 ACRE +/-*

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

# TOLL BROTHERS APARTMENT LIVING

## GREENWAY EASEMENT EXHIBIT
2ND AVENUE NORTH, VAN BUREN STREET AND 1ST AVENUE NORTH
19TH COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| JMJ | MES |

DRAWING NO.: EXH-1

| PROJECT NO.: | DATE: |
|---|---|
| 3745900 | 01-30-24 |

1/30/2024
F:\37\37459\3745900\04_CAD\SURV\3745900_GREENWAY_EXHIBIT.dgn

© Copyright 2024, Barge Design Solutions, Inc. ALL RIGHTS RESERVED

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

Surveyor's Description

Over-all Greenway Easement

Being land in Nashville, Urban Services District, 19th. Councilmanic District, Davidson County, Tennessee, located generally north of Van Buren Street between 1st Avenue North and 2nd Avenue North and being a portion of Lots 92-94, 108 & 109 on the Plat of McGavock City Parks Lots, as of record in Plat Book 57, Page 101, R.O.D.C. and being more particularly described as follows:

BEGINNING at an existing p.k. nail in the easterly right of way line of 2nd Avenue North at the northwest corner of Byline Property Owners, LLC of record in Instrument 20230703-0050764, R.O.D.C.; said p.k. nail having Tennessee State Plane Coordinate System (NAD83) coordinates of, N 673,733.08, E 1,736,070.37;

THENCE, with the easterly right of way line of 2nd Avenue North, N 04°41' 44" W, 22.59 feet;

THENCE, leaving said easterly right of way line of 2nd Avenue North with the northerly line of the herein described the following ten (10) calls:

N 84°42' 03" E, 16.62 feet;
S 61°52' 45" E, 17.85 feet;

With a non-tangent curve to the left, having a central angle of 18°56'16", a radius of 222.61 feet, a tangent of 37.13 feet, and a chord of S 89°10' 08" E, 73.24 feet for an arc length of 73.58 feet;

N 63°04' 14" E, 92.18 feet;

With a non-tangent curve to the left, having a central angle of 06°22'42", a radius of 422.08 feet, a tangent of 23.52 feet, and a chord of N 64°11' 23" E, 46.96 feet for an arc length of 46.99 feet;

With a non-tangent curve to the left, having a central angle of 05°39'51", a radius of 402.00 feet, a tangent of 19.89 feet, and a chord of N 58°05' 20" E 39.72 feet for an arc length of 39.74 feet;

N 55°15' 25" E, 2.90 feet;

With a non-tangent curve to the right, having a central angle of 07°46'43", a radius of 398.06 feet, a tangent of 27.06 feet, and a chord of N 59°08' 48" E, 54.00 feet for an arc length of 54.04 feet;

With a non-tangent curve to the right, having a central angle of 00°07'15", a radius of 6869.01 feet, a tangent of 7.24 feet, and a chord of N 63°05' 08" E, 14.48 feet for an arc length of 14.48 feet;

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

N 68°18’ 59” E, 16.91 feet to the westerly right of way line of 1st Avenue North;

THENCE, with the westerly right of way line of 1st Avenue North, S 27°19’ 22” E, 19.42 feet to an iron rod found;

THENCE, continuing with said westerly right of way line, S 26°58’ 42” E, 27.21 feet;

THENCE, leaving said westerly right of way line with the southerly line of the herein described, the following sixteen calls (16),

S 63°01’ 18” W, 38.52 feet;
S 70°26’ 31” W, 17.28 feet;

With a non-tangent curve to the left, having a central angle of 12°19’ 05”, a radius of 300.00 feet, a tangent of 32.37 feet, and a chord of S 64°16’ 59” W, 64.37 feet for an arc length of 64.50 feet;

S 58°07’ 26” W, 24.62 feet;

With a non-tangent curve to the right, having a central angle of 05°47’ 33”, a radius of 300.00 feet, a tangent of 15.18 feet, and a chord of S 61°01’ 13” W, 30.32 feet for an arc length of 30.33 feet;

S 64°26’ 11” W, 33.05 feet;

With a non-tangent curve to the right, having a central angle of 07°33’ 32”, a radius of 300.00 feet, a tangent of 19.82 feet, and a chord of S 68°14’ 21” W, 39.55 feet for an arc length of 39.58 feet;

S 72°01’ 07” W, 8.72 feet;
N 53°23’ 37” W, 3.40 feet;
N 36°36’ 23” E, 1.00 feet;
N 53°23’ 37” W, 1.99 feet;
N 36°36’ 23” E, 1.00 feet;
N 53°23’ 37” W, 2.32 feet;
S 78°02’ 42” W, 4.00 feet;

With a non-tangent curve to the right, having a central angle of 07°42’ 30”, a radius of 246.61 feet, a tangent of 16.61 feet, and a chord of S 81°57’ 11” W, 33.15 feet for an arc length of 33.18 feet;

S 57°50’ 56” W, 73.13 feet to the easterly right of way line of 2nd Avenue North;

THENCE, with said easterly right of way line of 2nd Avenue North, N 27°14’ 59” W, 16.57 feet;

Docusign Envelope ID: B490F001-3000-4C71-81AD-5AFEE929B113

THENCE, continuing with said easterly right of way line of 2nd Avenue North, N 27°19’22” W, 40.00 feet to the point of beginning.

Containing 15,385 square feet or 0.35 acres, more or less, all as shown more particularly by words, figures and numbers on the attached Greenway Easement Exhibit Map prepared by Barge Design Solutions, Inc., Project No. 3745900, dated 01-29-2024.

DocuSign

## Certificate Of Completion

Envelope Id: B490F00130004C7181AD5AFEE929B113 Status: Completed

Subject: Complete with Docusign: Legislative Tracking Form - Germantown Greenway (N0629198xD719A).pdf, G...

Source Envelope:

Document Pages: 24 Signatures: 5 Envelope Originator:

Certificate Pages: 15 Initials: 0 Ronald Colter

AutoNav: Enabled 730 2nd Ave. South 1st Floor

EnvelopeId Stamping: Enabled Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada) Ronald.colter@nashville.gov

IP Address: 170.190.198.191

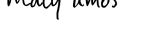
## Record Tracking

Status: Original Holder: Ronald Colter Location: DocuSign

8/13/2024 1:19:19 PM Ronald.colter@nashville.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Metropolitan Government of Nashville and Davidson County Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Abraham Wescott<br>abraham.wescott@nashville.gov<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.185 | Sent: 8/13/2024 1:29:30 PM<br>Viewed: 8/14/2024 7:05:15 AM<br>Signed: 8/14/2024 7:06:20 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/14/2024 7:05:15 AM<br>ID: 1f37d884-a958-413a-a8dc-68728e366891 | | |
| Monique Odom<br>monique.odom@nashville.gov<br>Monique Horton Odom<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.68 | Sent: 8/14/2024 7:06:21 AM<br>Viewed: 8/14/2024 9:02:18 AM<br>Signed: 8/14/2024 9:03:32 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/14/2024 9:02:18 AM<br>ID: 8d0fe2fe-d04c-4cc4-b034-bf3182f099d1 | | |
| kevin crumbo/mjw<br>MaryJo.Wiggins@nashville.gov<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.100 | Sent: 8/14/2024 9:03:34 AM<br>Viewed: 8/14/2024 11:29:25 AM<br>Signed: 8/14/2024 11:32:09 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/14/2024 11:29:25 AM<br>ID: 368d8761-1568-4288-91e8-0a527c60080d | | |
| Macy Amos<br>macy.amos@nashville.gov<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.144 | Sent: 8/14/2024 11:32:12 AM<br>Viewed: 8/15/2024 10:38:17 AM<br>Signed: 8/15/2024 10:38:27 AM |

| Signer Events | Signature | Timestamp |
|---|---|---|

**Electronic Record and Signature Disclosure:**
Accepted: 8/15/2024 10:38:17 AM
ID: a654aa98-8e30-41b7-ae34-4c80410dc401

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 8/13/2024 1:29:30 PM |
| Certified Delivered | Security Checked | 8/15/2024 10:38:17 AM |
| Signing Complete | Security Checked | 8/15/2024 10:38:27 AM |
| Completed | Security Checked | 8/15/2024 10:38:27 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|