



January 3, 2025

To: Tara Ladd Metro Department of Law

**Re: Buzzard Hollow Land Acquisition  
Planning Commission Mandatory Referral 2024M-059AG-001  
Council District # 22 Sheri Weiner, 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 option agreement between the Metropolitan Government of Nashville and Davidson County and GTLC, LLC for the purchase of property located at 0 Old Hickory Boulevard, Parcel 12800018100, and authorizing the acceptance of a donation of real property via quitclaim deed. (Proposal # 2024M-059AG-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](mailto:Delilah.Rhodes@nashville.gov) or 615-862-7208

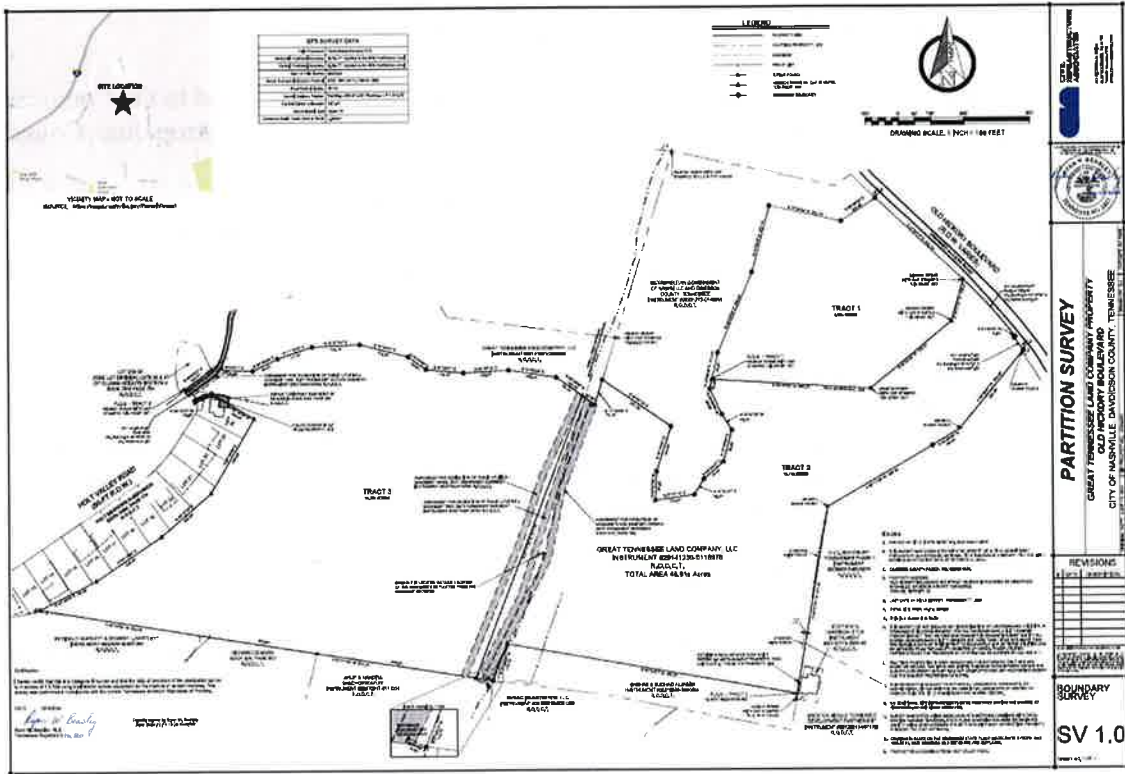
Sincerely,

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

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

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**REAL ESTATE OPTION AGREEMENT**

**THIS REAL ESTATE OPTION AGREEMENT** (this "**Agreement**") made on the \_\_\_\_ of \_\_\_\_\_, 2025 (the "**Agreement Date**") by and between **GTLC, LLC**, a Tennessee limited liability company £1k/a Great Tennessee Land Company, LLC ("**Seller**") and the **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("**Buyer**").

**WITNESSETH**

**WHEREAS**, Seller is the owner of the Property (as defined below); and

**WHEREAS**, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and the mutual covenants and promises of the parties, Seller and Buyer agree as follows:

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective only after its approval by the Metropolitan Council and upon the date (the "**Effective Date**") of its filing with the Metropolitan Clerk.

2. **The Property.** Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell and convey and Buyer shall purchase the following described property (all of which is hereinafter collectively referred to as the "**Property**"):

(a) the real property located in Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto and made a part hereof, together with all easements, covenants, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto, including, but not limited to, Seller's right, title and interest in and to the streets, alleys and right-of-way which abut such real property, and any air rights, subsurface rights, oil, gas and mineral rights, development rights and water rights appurtenant to such real property (collectively, the "**Land**"); and

(b) all the buildings, structures, fixtures and other improvements located on the Land (collectively, the "**Improvements**").

3. **Purchase Price.** The purchase price for the Property shall be Six Hundred Forty Thousand Dollars and 00/100 (\$640,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by wire transfer of immediately available funds to Commerce Title & Escrow, LLC as agent for First American Title Insurance Company, through its office located at 101 Lea Avenue, Nashville, TN 37210, Attn: Attn: Amanda Vaughn, 615-515-7171, amanda@ctenashville.com (the "**Title Company**"), at the closing of the sale of the Property and delivery of the Deed (defined below).

4. **Seller's Deed.** Upon payment of the Purchase Price, Seller shall execute and deliver to Buyer its recordable and transferable special warranty deed ("**Deed**"), conveying to Buyer title to the Land and improvements, in fee simple, subject only to the following ("**Permitted Exceptions**"):

(a) any matter relating to title or survey which is accepted (or deemed accepted) by Buyer during the Inspection Period (defined below) pursuant to the terms hereof; and

(b) any title exception created by any act or omission of Buyer or its representatives, agents, employees or invitees.

5. **Seller's Representations and Warranties.** For the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows:

(a) Seller is duly organized and existing under the laws of the State of Tennessee. Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person or entity signing this Agreement on behalf of Seller is authorized to do so.

(b) This Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No action, consent or approval of any person, including any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, is required for Seller's execution and delivery of this Agreement and the performance of Seller's obligations hereunder. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, default under, nor acceleration of, any agreement to which Seller is a party or by which Seller or the Property are bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property are subject.

(c) Except for the security instrument in connection with a loan to Seller to be satisfied and released at Closing, Seller owns good, marketable and indefeasible title to the Land and Improvements, free and clear of all liens and encumbrances other than the Permitted Exceptions.

(d) The Parties have been engaged in discussions and diligence efforts concerning the Property for nearly a decade. Within ten (10) business days after the Effective Date, Buyer may request any documents concerning the Property from Seller that are not already in Buyer's possession or available to Buyer, and to the extent any such documents are in Seller's possession or control, Buyer will deliver copies (electronic copies are sufficient) of the same to Buyer within five (5) business days after Buyer's request for the same.

(e) Seller has not entered into any contracts, subcontracts or agreements, including without limitation, any brokerage agreements, affecting the Property which will be binding upon Buyer after the Closing.

(f) There is no pending or, to Seller's actual knowledge, threatened condemnation or

similar proceeding affecting the Property or any portion thereof. There is no pending or, to Seller's actual knowledge, suit or formal proceeding against Seller or affecting the Property or any portion thereof, or relating to or arising out of the ownership, operation, management, use or maintenance of the Property. Seller has not received any notice alleging that it is in default under any of the documents, recorded or unrecorded, referred to in the Permitted Exceptions.

(g) Seller is not acting on behalf of (i) an "employee benefit plan" (as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974 ("ERISA")) that is subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975(e) of the Internal Revenue Code of 1986 (the "Code") that is subject to Section 4975 of the Code (each of the foregoing a "Plan"), (iii) an entity or account the assets of which constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA or (iv) a "governmental plan" within the meaning of Section 3(32) of ERISA.

(h) All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership, or management of the Property have been paid in full, and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released or will be satisfied and released at Closing.

(i) There are no written or oral leases, licenses or other occupancy agreements affecting the Land or Improvements, and there are no parties in possession of any portion of the Land or Improvements as lessees, tenants at sufferance, trespassers or otherwise.

(j) To the best of Seller's actual knowledge, there are no unrecorded easements, unrecorded reservations or encroachments on the Land or Improvements, or any encroachments by Improvements on the Land onto any easements or rights of way or any adjoining property or which would otherwise conflict with the property rights of any other person.

(k) There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of Seller's knowledge, threatened by or against Seller or the Property. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length, and Seller believes the consideration paid represents fair value for the assets to be transferred.

(l) Seller is not a foreign person as such term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(m) Neither Seller nor any Seller Related Party (as defined below) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting

Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and will not contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. As used herein, the term "Seller Related Party" means (i) any affiliate of Seller, (ii) any person or entity holding any direct or indirect legal or beneficial interest in Seller, and (iii) any employee, officer, director, representative or agent of Seller or any of the persons or entities described in clauses (i) and (ii).

(n) Seller acknowledges that Tract 1 was a solid waste landfill, operated by Buyer, which closed in 1973. Since Seller's acquisition of Tract 1, Seller has not used Tract 1 as a solid waste landfill or any landfill or dumping or similar activity or ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Land or Improvements. For purposes hereof, the term "Hazardous Materials" means, collectively, any hazardous wastes, hazardous substances or hazardous materials, as those terms are defined and used in Environmental Laws; and the term "Environmental Laws" means, collectively: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601, et seq., (B) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Section 6901, et seq., (C) the Clean Water Act, 33 U.S.C. Section 1251, et seq., (D) the Toxic Substances and Control Act, 15 U.S.C. Section 2601, et seq., (E) the Clean Air Act, 42 U.S.C. Section 7401, et seq., and (F) environmental laws of the State of Tennessee governing Hazardous Materials applicable to the Property, as such Environmental Laws exist on the Effective Date. To Seller's actual knowledge, the Property, including Tract 1, does not contain any underground storage tanks. Seller and Buyer agree that the Property shall be conveyed to Buyer **"AS IS, WHERE IS, AND WITH ALL FAULTS"** and that such conveyance and acquisition shall be without representation or warranty of any kind, express or implied, from Seller, including, without limitation, any representation or warranty with respect to: (i) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose; (ii) the nature, quality or condition of the land, including but not limited to water conditions, soil, geological, or geotechnical conditions; (iii) compliance with environmental laws or land use laws, rules, regulations, orders, codes or requirements under any federal, state regional, county, municipal and other local laws, regulations and ordinances; (iv) any other matter relating to the Property. The Parties further acknowledge and agree that Seller shall NOT have any liability for the condition of the Property, after the conveyance to Buyer, and that Seller shall NOT be responsible for conditions first becoming known or occurring after the conveyance to Buyer. Buyer acknowledges that Tract 1 was previously used by Buyer as a landfill, and as such, may be affected by certain geological and environmental conditions. Buyer agrees to freely and willingly take responsibility for any maintenance and/or remediation required for Tract 1 and all costs related thereto.

All representations and warranties made by Seller in this Agreement (i) are true and correct as of the Effective Date in all material respects, (ii) shall be true and correct as of the Closing Date (as hereinafter defined), and (iii) shall survive the Closing, but only for a period of six (6) months thereafter (the **"Survival Period"**), and not otherwise. From the Effective Date through the earlier of the Closing or termination of this Agreement, Seller agrees that if Seller learns of an error in any of the foregoing representations or warranties prior to the Closing, Seller promptly shall give written notice thereof to Buyer. Seller shall not be liable to Buyer for a breach of any of the representations and warranties set forth

in this Agreement if, and to the extent that, Buyer has actual knowledge of such breach at Closing, and Buyer elects to proceed to Closing. For the purposes of this Section 5 of this Agreement, the "actual knowledge of Seller" shall be that which is actually known by Kevin Belew, the individual with the most knowledge concerning the matters set forth in this Section 5.

6. **Buyer's Representations and Warranties.** For the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Buyer is authorized to do so.

(b) There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of Buyer's knowledge, threatened by or against Buyer.

All representations and warranties made by Buyer in this Agreement (i) are true and correct as of the Effective Date, (ii) shall be true and correct as of the Closing Date, and (iii) shall survive the Closing, but only for the Survival Period, and not otherwise.

7. **Buyer Conditions Precedent.** The obligation of Buyer hereunder to purchase the Property is subject to the following conditions, and Buyer may elect not to close on the purchase of the Property, unless all of the following conditions are satisfied or waived by Buyer:

(a) The representations and warranties of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties have been made on and as of the Closing Date, and Seller shall have complied with all covenants and obligations set forth in this Agreement in all material respects.

(b) The Metropolitan Council shall have approved this Agreement by appropriate legislation, and the Agreement shall have been filed with the Metropolitan Clerk.

(c) Seller shall have delivered to the Title Company for delivery to Buyer all documents and items to be delivered by Seller at Closing pursuant to the terms of this Agreement, and Seller shall have performed and complied with all covenants, obligations and agreements required by this Agreement to be performed or complied with by Seller in all material respects on or prior to the Closing.

(d) From the expiration of the Inspection Period through Closing, no material adverse change in the physical condition of the Property shall have occurred and be continuing. Additionally, no order, stay, injunction or restraining order, pending or threatened litigation, legal

requirement, or any other condition, event or circumstance shall exist that in the reasonable determination of Buyer could have a material adverse effect on the Property.

(e) The Title Company shall be irrevocably committed to issuing an owner's policy of title insurance to Buyer (together with such extended coverages and endorsements as Buyer may reasonably require, the "**Title Policy**") with respect to the Land and Improvements, dated as of the Closing Date, in form and substance satisfactory to Buyer.

The conditions precedent set forth in this Section are intended solely for the benefit of Buyer. If any of such condition(s) are not satisfied on or before the Closing Date, Buyer shall have the right, in addition to any other remedies it may be entitled to as a result of the default of Seller hereunder, at its election, either to: (i) waive the condition(s) in question, either in whole or in part, and proceed with the Closing; or (ii) terminate this Agreement with respect to the Closing on the Property by giving Seller and the Title Company written notice of such election. If this Agreement is terminated pursuant to this Section, the parties shall be released from all liabilities and obligations under this Agreement with respect to the Property.

8. **Inspection and Access.** Commencing on the Effective Date and continuing until the date that is thirty (30) days after the Effective Date (the "**Inspection Period**"), Seller shall afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Land and Improvements and conduct engineering studies, non-intrusive environmental testing, geotechnical tests and studies (which may include soil borings), surveys, feasibility studies, and any other inspections Buyer deems necessary or desirable. Notwithstanding the foregoing, Buyer shall not conduct any so-called "Phase II" environmental assessment of the Land and Improvements, other invasive or intrusive environmental inspection or testing of the Land and Improvements or any other environmental sampling of the Land and Improvements without Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed. Buyer shall promptly restore the Land and Improvements to the condition in which Buyer found it, if the Land and Improvements are damaged, disturbed or altered in any way in connection with any studies, tests, examinations and/or inspections performed by or on behalf of Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any such studies, tests, examinations and/or inspections or any restoration of the Land and Improvements by or on behalf of Buyer. If for any reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period. If Buyer does not so terminate this Agreement before the expiration of the Inspection Period, Buyer shall be deemed to have approved the condition of the Property (subject to the terms of this Agreement), and this Agreement shall remain in effect.

9. **Title Insurance and Survey.**

(a) Seller will obtain and deliver to Buyer at least fifteen (15) days prior to the expiration of the Inspection Period: (1) a commitment for an owner's policy of title insurance ("**Title Commitment**") from the Title Company, and a surveyed legal description of the Property.

(b) If: (i) the Title Commitment show that Seller does not have good, record and

marketable fee simple title to the Land and Improvements, or that there are any defects, liens or encumbrances or any other matters shown by the Title Commitment not acceptable to Buyer, Buyer may notify Seller prior to the date that is five (5) business days prior to the expiration of the Inspection Period. By not later than three (3) business days after receipt of notice of such Buyer's Objections (the "**Seller's Response Period**"), Seller shall notify Buyer in writing whether Seller is willing to endeavor to cure any of Buyer's Objections. If Seller fails to notify Buyer before the end of the Seller's Response Period whether Seller is willing to endeavor to cure any of such Buyer's Objections, Seller shall be deemed to have elected NOT to endeavor to cure such Buyer's Objections. If Seller notifies Buyer that it is unable or not willing to endeavor to cure any of Buyer's Objections, Buyer shall have the option, exercisable up to the expiration of the Inspection Period (the "**Buyer's Reply Period**"), to accept the status of title of the Land and Improvements subject to such Buyer's Objections and proceed with this Agreement, or give Seller written notice of termination, and Buyer shall be released of all liabilities and obligations under this Agreement (except those set forth in this Agreement which expressly survive a termination of this Agreement). If Buyer fails to notify Seller before the end of Buyer's Reply Period of its election pursuant to the previous sentence, Buyer shall be deemed to have elected to accept the status of title of the Land and Improvements subject to such Buyer's Objections and proceed with this Agreement. If Seller notifies Buyer in writing (or is deemed to have notified Buyer) within the Seller's Response Period that Seller is willing to endeavor to cure one or more of such Buyer's Objections, Seller shall attempt to cure the applicable Buyer's Objection on or before the Closing Date to the reasonable satisfaction of Buyer. Except for any Monetary Encumbrances (defined below), any exception not objected to by Buyer in the manner and within the time periods specified in this Section shall be deemed waived by Buyer and shall thereafter be a Permitted Exception. If Seller notifies Buyer in writing that it is willing to endeavor to cure one or more Buyer's Objections, and Seller fails to cure the applicable Buyer's Objections by the Closing Date, Buyer shall have the right, as its sole and exclusive remedy, to either (i) terminate this Agreement by delivering written notice thereof to the Seller and the Title Company on or before the Closing Date; or (ii) waive the unsatisfied Buyer's Objections and proceed to Closing.

(c) Notwithstanding anything to the contrary contained herein, on or prior to Closing, Seller shall deliver to Buyer and the Title Company releases, in form and substance satisfactory to Buyer and the Title Company, of (i) all deeds of trust and/or mortgages and similar liens for monetary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements and (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary liens. No monetary liens of any amount shall be deemed to be a Permitted Exception hereunder.

#### **10. Closing Date, Costs and Documents.**

(a) If this Agreement has not terminated in accordance with the express provisions hereof, then delivery of the Deed and all other closing documents to be delivered by Seller to Buyer and payment of the Purchase Price in accordance with the provisions hereof, shall take place in escrow with the Title Company on or before the tenth (10<sup>th</sup>) business day after the expiration of the Inspection Period (the "**Closing**") on a date mutually agreed upon by the parties (the "**Closing Date**").

(b) Buyer shall pay the closing or escrow fees charged by the Title Company; and the title insurance premium for the issuance of a standard owner's policy of title insurance and any search and exam fees associated therewith. Buyer shall also pay all transfer taxes payable in connection with the conveyance of the Property to Buyer and the recording fees for the Deed. Each party shall pay its attorneys' fees.

(c) At Closing, in addition to the Deed, Seller shall deliver to Buyer and the Title Company (i) such instruments or documents as are necessary, or reasonably required by the Title Company, to evidence the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase and sale transaction contemplated hereby; (ii) a satisfactory written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder ("**FIRPTA**"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification or social security number and address; (iii) a standard and customary owner/seller affidavit and indemnity (with gap indemnity) in the form reasonably required by the Title Company and which will cause the Title Company to remove the so-called "standard exceptions" from the final Title Policy; (iv) a settlement statement (which shall also be executed by the Buyer) detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs; and (v) such other documents as are reasonably required to carry out the terms and provisions of this Agreement.

(d) At Closing, Buyer shall deliver to Seller and the Title Company (i) the Purchase Price, (ii) a counterpart of the settlement statement detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs; (iii) such other documents as are reasonably required to carry out the terms and provisions of this Agreement.

11. **Possession.** Exclusive possession of the Property shall be given to Buyer on the date of Closing.

12. **Prorations.**

(a) Except as otherwise set forth hereinafter, if the transaction contemplated by this Agreement is consummated, the following items shall be paid, prorated or adjusted as of 12:01 a.m. on the Closing Date ("**Proration Date**"), in the manner hereinafter set forth:

- i. All real estate taxes and personal property taxes due and owing as of the Proration Date, and all installments of assessments for public improvements or other matters or facilities which constitute a lien against the Property and are due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller on or before the Closing Date. Real estate taxes not yet due and owing as of the Proration Date shall be prorated as of the Proration Date based upon the tax year of the applicable taxing authority so that the portion of the prorated taxes allocable to the period from the beginning of each tax year through the Proration Date shall be credited to Buyer and the portion of the current taxes allocable to the portion of such tax year following the Proration Date to the end of such tax year shall be the responsibility of Buyer.

The adjustment shall be predicated upon the most recently available tax. bills or actual rates and assessments, provided that such real estate taxes shall be prorated forthwith upon Buyer's receipt of the actual tax bill or bills for the tax year or tax years in question.

- ii. All other items which are customarily prorated in transactions similar to the transaction contemplated hereby (including, without limitation, any association fees applicable to the Property), and which were not heretofore dealt with, will be prorated as of the Proration Date.

(b) All prorations shall be calculated on the basis of a three hundred sixty five (365) day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Proration Date, then the same shall be calculated after the Proration Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. This provision shall survive Closing until the one (1) year anniversary following Closing.

13. **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, or other expedient mail or package service, or (iv) delivered by electronic mail PDF format, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete: (a) on the third business day after depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) on the next business day after depositing any such notice or demand with UPS, Federal Express, or other expedient mail or package delivery service for next business day delivery, (c) upon hand delivery to the appropriate address as herein provided or (d) upon the date such electronic mail is sent to the email address set forth below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to Seller: GTLC,LLC  
fi'k/a Great Tennessee Land Company, LLC  
Attn: Kevin Below  
908 15<sup>th</sup> A venue South  
Nashville, TN 37212  
kbelew@batterseapartners.com

with copy to: Tune Entrekin & White, P.C.  
500 11<sup>th</sup> Ave., N., Suite 600  
Nashville, TN 37203  
Attention: T. Chad White  
tcw@teqlawfirm.com

If to Buyer: Metropolitan Government  
106 Metropolitan Courthouse  
Nashville, Tennessee 37201

Attn: Director of Finance  
Email: kevin.crumbo @nashville.gov

with copy to: Deputy Director of Law  
108 Metropolitan Courthouse  
Nashville, Tennessee 37201  
E-mail: tom.cross@nashville.gov

14. **Remedies.** Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only if brought prior to the expiration of the Survival Period. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had actual knowledge as of Closing. The provisions of this Section shall survive the Closing.

15. **Brokers.** Seller and Buyer represent and warrant to each other that they have not dealt with any real estate agent or broker in connection with this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **Waiver of Jury Trial** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party shall be entitled to recover all of its costs and expenses, including a reasonable attorneys' fees and costs, and (ii) **A COURT SHALL DETERMINATE ALL ISSUES OF LAW AND FACT, A JURY TRIAL BEING EXPRESSLY WAIVED.**

19. **Time of the Essence.** Time is declared to be of the essence of this Agreement.

20. **Miscellaneous.**

(a) Assignment. Neither party may assign its rights under this Agreement.

(b) Severability. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

(c) No Recordation. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Buyer.

(d) Counterparts. This Agreement may be executed in any number of counterparts, in original or by facsimile or electronic mail PDF format copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile of PDF signature shall have the same force and effect as an "original" signature.

(e) Additional Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered at the Closing, Buyer and Seller agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to (i) evidence and vest in the Buyer the ownership of, and title to, the Property and (ii) consummate the transactions contemplated hereunder.

(f) Business Day. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of termination or closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Central Time on the next regularly scheduled business day in Nashville, Tennessee.

(g) Risk of Loss.

i. If, prior to Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a "Taking"), Seller shall so notify Buyer in writing no later than five (5) days after receipt of Seller's notice of a Taking, and Buyer shall have the option to either (i) terminate this Agreement or (b) proceed with the Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for such Taking, as well as any of the terms related thereto. If this Agreement is terminated as aforesaid, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If Buyer has not elected to terminate this Agreement as aforesaid, Seller shall assign to Buyer at Closing all sums that are to be awarded for the Taking, and shall pay to Buyer any sums received by Seller prior to Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for such Taking by eminent domain. The Closing Date shall be extended for a period of time equal to the amount of time afforded to Buyer to provide Seller with notice of its election under this Section.

ii. Seller shall maintain hazard insurance on the Property through the Closing Date, and Seller shall bear the risk of loss to the Property by fire, windstorm, or other casualty until delivery of the Deed at the Closing. Seller shall not be liable for any such loss in excess of collectible insurance, which indemnifies Seller against such loss. In the event of a casualty loss in excess of Seller's insurance coverage, Buyer Buyer shall have the option to either (i) terminate this Agreement or (b) proceed with the Closing in accordance herewith.

21. **Title Company as Escrow Agent.** In performing any of its duties hereunder, the Title Company shall not be liable to a party or to any third person for any erroneous delivery to Buyer or Seller of monies subject to the escrow, nor shall the Title Company incur any liability to anyone for any damages, losses or expenses, except for the Title Company's own willful default, neglect or breach of trust. In the event Title Company has doubts as to its duties or liabilities under this Agreement, the Title Company may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights of the parties thereto. Alternatively, the Title Company may elect to deposit the funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such disposition, all liability of the Title Company under this Agreement shall terminate.

22. **Limitation on Liability.** Any obligation or liability of Buyer or Seller whatsoever which may arise at any time under this Agreement or any obligation or liability which may be incurred by Buyer or Seller pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all and subject to any limitations set forth elsewhere in this Agreement, out of Buyer's or Seller's assets only. Except in the event of fraud, no obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Buyer's or Seller's trustees, officers, employees, partners, shareholders or agents.

[Signatures on following pages]



**BUYER:**

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

By: <rJw...lA..sUJ/t

Abraham Wescott

Name: -----

Title: Public Property Director

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Kevin Crumbo

Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

ara lada

Metropolitan Attorney

**EXHIBIT A**

The Land

**Tract 1:**

Being the following described real estate, situated within the TWENTY-SECOND METROPOLITAN NASHVILLE COUNCIL DISTRICT of Davidson County, Tennessee, and being a portion of that certain property, which was conveyed to Great Tennessee Land Company, LLC of record in Instrument Number 20141230-0118976 in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

**COMMENCING** at a 5/8-inch rebar with cap stamped "Delle #1710" found at the northeast corner of Harpeth Valley Utilities District of Davidson and Williamson County, Tennessee of record in Instrument Number 20021107-0137083 in the Register's Office of Davidson County, Tennessee, being also the northwest corner of the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Instrument Number 20201215-0148044 in the Register's Office of Davidson County, Tennessee; thence with Harpeth Valley Utilities District of Davidson and Williamson County, Tennessee and the Metropolitan Government of Nashville and Davidson County, Tennessee South 17 degrees 20 minutes 36 seconds West, 701.67 feet to a 5/8-inch rebar with cap stamped "CIA ENGR" set in the east property line of Great Tennessee Land Company, LLC of record in Instrument Number 20141001-00903396 in the Register's Office of Davidson County, Tennessee; thence through the lands of the Metropolitan Government of Nashville and Davidson County, Tennessee with a new severance line South 86 degrees 35 minutes 50 seconds East, 327.69 feet to a 5/8-inch rebar with cap stamped "CIA ENGR" set in the property line of Great Tennessee Land Company, LLC of record in Instrument Number 20141230-0118976 in the Register's Office of Davidson County, Tennessee, being the southwest corner of the property described hereing and being the **POINT OF BEGINNING**; runs thence with the Metropolitan Government of Nashville and Davidson County, Tennessee as follows:

- North 12 degrees 48 minutes 34 seconds East, 82.97 feet;
- North 23 degrees 29 minutes 38 seconds East, 264.24 feet;
- North 14 degrees 59 minutes 45 seconds East, 207.14 feet;
- South 77 degrees 50 minutes 34 seconds East, 223.75 feet;
- North 56 degrees 46 minutes 38 seconds East, 125.48 feet to a point in the west margin of Old Hickory Boulevard; thence with Old Hickory Boulevard South 47 degrees 07 minutes 17 seconds East, 363.19 feet to a 5/8-inch rebar with cap stamped "CIA ENGR"; thence with a severance line between Tracts 1 & 2 as follows:

South 16 degrees 11 minutes 21 seconds West, 130.31 feet to a 5/8-inch rebar with cap stamped "CIA ENGR" set;

South 50 degrees 44 minutes 44 seconds West, 318.40 feet to a 5/8-inch rebar with cap stamped "CIA ENGR" set;

North 86 degrees 35 minutes 50 seconds West, 485.15 feet to the **POINT OF**

**BEGINNING**, and **containing 6.90 Acres**, more or less, as surveyed by Ryan W. Beasley, Tennessee Registered Land Surveyor Number 2821, of Civil Infrastructure Associates, LLC, 307 Hickerson Drive,

Murfreesboro, TN 37129 on December 3, 2024. Bearings are based on the Tennessee State Plane Coordinate System, NAD 1983.

Being a portion of the same property conveyed to Great Tennessee Land Company LLC from the Bank of Frankewing, Frankewing, Tennessee, by deed of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20141230-0118976.

\* The above-described Tract 1 is also described and illustrated on Exhibit A- 1 below.

**Tract 2:**

Being the following described real estate, situated within the TWENTY-SECOND METROPOLITAN NASHVILLE COUNCIL DISTRICT of Davidson County, Tennessee, and being a portion of that certain property, which was conveyed to Great Tennessee Land Company, LLC of record in Instrument Number 20141230-0118976 in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch rebar found at the southeast corner of the property described herein and being in the west line of Harrison of record in Instrument Number 20150713-0068148 in the Register's Office of Davidson County, Tennessee, being also the northeast corner of Aljabiri of record in Instrument Number 20210329-0040464 in the Register's Office of Davidson County, Tennessee; runs thence with Aljabiri North 80 degrees 06 minutes 51 seconds West, 893.97 feet to a 5/8-inch rebar with cap set in Overall Creek; thence with Overall Creek and continuing with Aljabiri South 21 degrees 42 minutes 57 seconds West, 118.75 feet to the northeast corner of Bandyopadhyay of record in Instrument Number 20070917-0111231 in the Register's Office of Davidson County, Tennessee being located South 63 degrees 05 minutes 49 seconds East, 18.03 feet from a 5/8-inch rebar with cap set as a reference monument; thence with Bandyopadhyay North 81 degrees 01 minutes 58 seconds West, 53.07 feet to a 5/8-inch rebar with cap set at the southeast corner of Tract 3; thence with a severance line between Tracts 2 and 3 North 21 degrees 11 minutes 23 seconds East, 911.76 feet to a 5/8-inch rebar with cap set in the south line of Great Tennessee Land Company, LLC of record in Instrument Number 20141001-0090339; thence with Great Tennessee Land Company as follows:

South 55 degrees 09 minutes 20 seconds East, 45.65 feet to a 5/8-inch rebar with cap set;

North 17 degrees 20 minutes 36 seconds East, 77.15 feet to the southwest corner of the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Instrument Number 20201215-0148044 in the Register's Office of Davidson County, Tennessee; thence with Metropolitan Government of Nashville and Davidson County, Tennessee as follows:

South 55 degrees 57 minutes 12 seconds East, 251.28 feet;

South 18 degrees 10 minutes 07 seconds West, 142.89 feet;

South 02 degrees 47 minutes 49 seconds West, 87.96 feet;

North 81 degrees 57 minutes 14 seconds East, 120.25 feet;

North 31 degrees 54 minutes 27 seconds East, 55.57 feet;

North 48 degrees 54 minutes 47 seconds East, 78.53 feet;

North 15 degrees 19 minutes 54 seconds East, 99.28 feet;

North 32 degrees 47 minutes 26 seconds West, 56.32 feet;  
North 25 degrees 06 minutes 06 seconds West, 85.06 feet;  
North 12 degrees 48 minutes 34 seconds East, 28.80 feet to a 5/8-inch rebar with cap set at the southwest corner of Tract 1; thence with a severance line between Tracts 1 & 2 as follows:  
South 86 degrees 35 minutes 50 seconds East, 485.15 feet;  
North 50 degrees 44 minutes 44 seconds East, 318.40 feet;  
North 16 degrees 11 minutes 21 seconds East, 130.31 feet to a 5/8-inch rebar with cap set in the west right-of-way of Old Hickory Boulevard; thence with the right-of-way as follows:  
Along a curve to the right an arc length of 233.85 feet, having a radius of 1392.39 feet, and being subtended by a chord bearing and distance of South 42 degrees 18 minutes 36 seconds East, 233.58 feet;  
South 52 degrees 30 minutes 05 seconds West, 5.00 feet;  
Along a curve to the right an arc length of 47.83 feet, having a radius of 1420.69 feet, and being subtended by a chord bearing and distance of South 36 degrees 31 minutes 55 seconds East, 47.83 feet; thence leaving the right-of-way South 39 degrees 31 minutes 31 seconds West, 8.12 feet to a 5/8-inch rebar found at the northeast corner of O.I.C. Woodbury Townhomes Phase 1 of record in Instrument Number 20060310-0028278 in the Register's Office of Davidson County, Tennessee; thence with O.I.C. Woodbury Townhomes Phase 1, and then Greater Middle Tennessee Development Partnership of record in Instrument Number 20120810-0071790 in the Register's Office of Davidson County, Tennessee as follows:  
South 39 degrees 31 minutes 31 seconds West, 294.48 feet to a 5/8-inch rebar found;  
South 58 degrees 26 minutes 29 seconds West, 99.43 feet;  
South 60 degrees 11 minutes 29 seconds West, 369.34 feet to a 3/4-inch rebar found;  
South 09 degrees 47 minutes 07 seconds West, 571.48 feet to the **POINT OF BEGINNING** and **containing 19.71 Acres**, more or less, as surveyed by Ryan W. Beasley, Tennessee Registered Land Surveyor Number 2821, of Civil Infrastructure Associates, LLC, 307 Hickerson Drive, Murfreesboro, TN 37129 on December 03, 2024. Bearings are based on the Tennessee State Plane Coordinate System, NAO 1983.

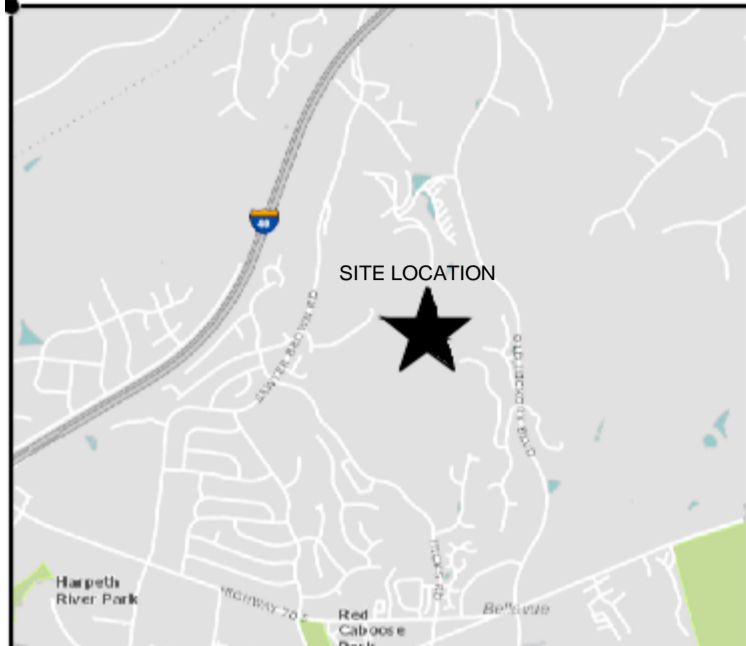
### Easements

This property is subject to an agreement for dedication of Easements for Sanitary Sewers, being a 20-ft permanent easement of record in Book 5222, Page 748 in the Register's Office of Davidson County, Tennessee.

This property is subject to an agreement for dedication of Public Utilities, being a 20-ft permanent easement identified as Easement Two of record in Instrument No. 20021104-0134793 in the Register's Office of Davidson County, Tennessee

Being a portion of the same property conveyed to Great Tennessee Land Company LLC from the Bank of Frankewing, Frankewing, Tennessee, by deed of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20141230-0118976.

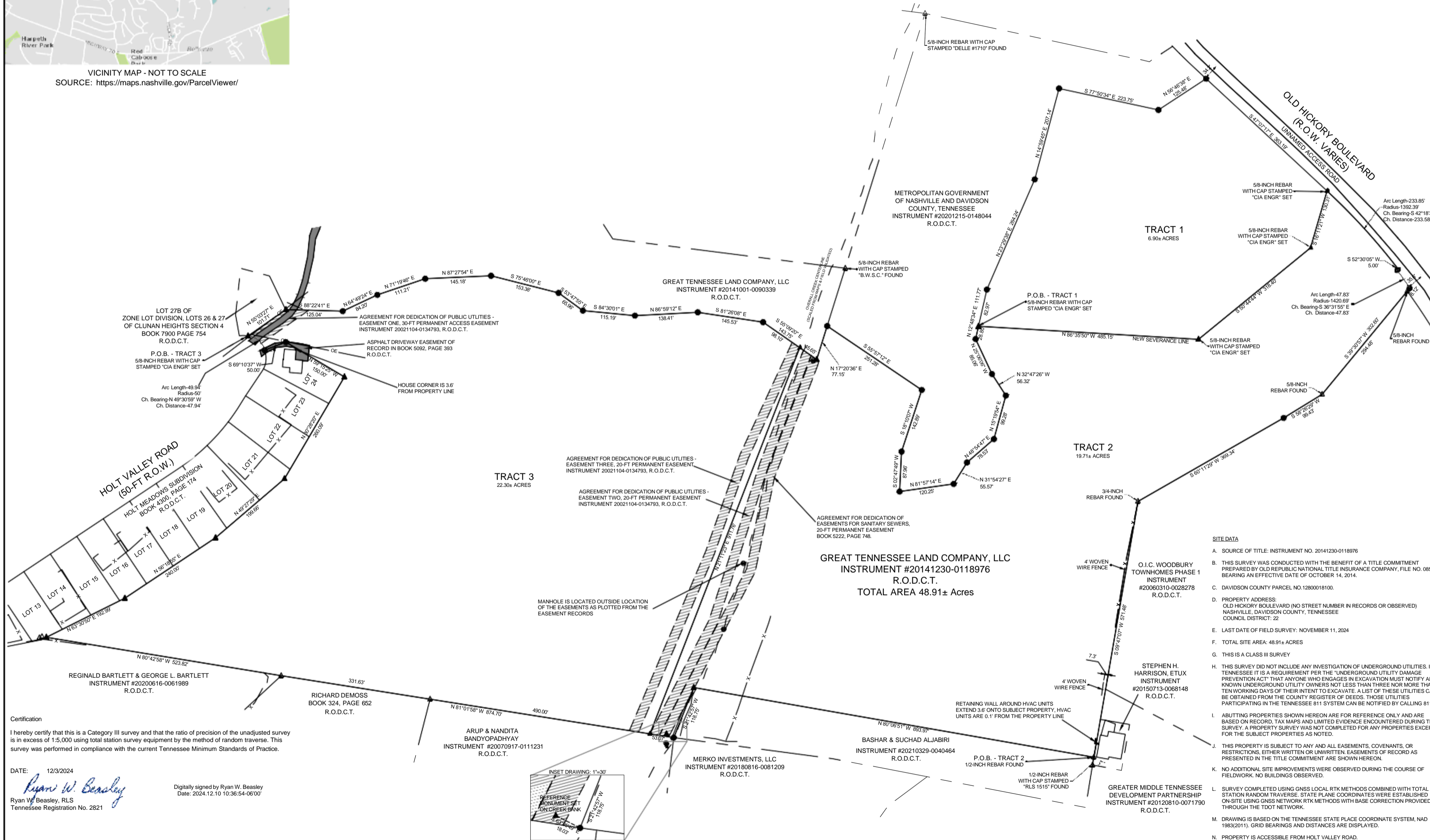
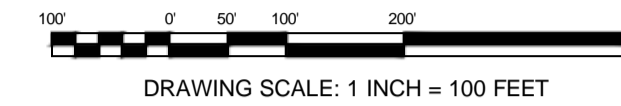
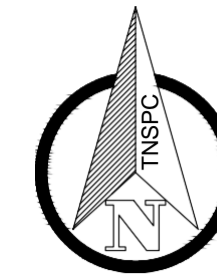
\* The above-described Tract 2 is also described and further illustrated on Exhibit A - 1 below.



VICINITY MAP - NOT TO SCALE  
SOURCE: <https://maps.nashville.gov/ParcelViewer/>

GPS SURVEY DATA	
Field Procedure	Fixed Station Network RTK
Horizontal Positional Accuracy	0.10± FT reported at the 95% Confidence Level
Vertical Positional Accuracy	0.20± FT reported at the 95% Confidence Level
Date of Field Survey	6/9/2023
Datum: Horizontal (Epoch) / Vertical	NAD 1983 (2011) / NAVD 1988
Fixed Control Station	TN 31
Control Station - Position	Northing - 669,811.43 / Easting - 1,711,514.73
Control Station - Elevation	467.67
Geoid Model Used	Geoid 18
Combined Scale Factor (Grid to Gmd)	1.00007

LEGEND	
	PROPERTY LINE
	ABUTTING PROPERTY LINE
	EASEMENT
	FENCE LINE
	REBAR FOUND
	5/8-INCH REBAR W/ CAP STAMPED 'CIA ENGR' SET
	UNMARKED BOUNDARY



**CIVIL INFRASTRUCTURE ASSOCIATES**

307 HICKERSON DRIVE  
MURFREESBORO, TN 37129  
WWW.CIAENGINEERS.COM

UNLESS THE SEAL OF THE SURVEYOR OF RECORD IS AFFIXED BELOW, THIS DRAWING SHALL BE CONSIDERED VOID AND INCOMPLETE.

**RYAN W. BEASLEY**  
REGISTERED PROFESSIONAL SURVEYOR  
TENNESSEE NO. 2821

**PARTITION SURVEY**

GREAT TENNESSEE LAND COMPANY PROPERTY  
OLD HICKORY BOULEVARD  
CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE

ORIGINAL DATE: JUNE 13, 2021 | CIA PROJECT NO.: 2024-082 | DRAWN BY: SJL | CHECKED BY: RWB

REVISIONS		
#	DATE	DESCRIPTION

**BOUNDARY SURVEY**

**SV 1.0**

SHEET NO. 1 OF 1

Certification

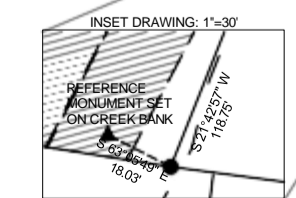
I hereby certify that this is a Category III survey and that the ratio of precision of the unadjusted survey is in excess of 1:5,000 using total station survey equipment by the method of random traverse. This survey was performed in compliance with the current Tennessee Minimum Standards of Practice.

DATE: 12/3/2024

*Ryan W. Beasley*  
Ryan W. Beasley, RLS  
Tennessee Registration No. 2821

Digitally signed by Ryan W. Beasley  
Date: 2024.12.10 10:36:54-06'00'

- SITE DATA**
- SOURCE OF TITLE: INSTRUMENT NO. 20141230-0118976
  - THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 08511, BEARING AN EFFECTIVE DATE OF OCTOBER 14, 2014.
  - DAVIDSON COUNTY PARCEL NO. 12800018100.
  - PROPERTY ADDRESS: OLD HICKORY BOULEVARD (NO STREET NUMBER IN RECORDS OR OBSERVED) NASHVILLE, DAVIDSON COUNTY, TENNESSEE COUNCIL DISTRICT: 22
  - LAST DATE OF FIELD SURVEY: NOVEMBER 11, 2024
  - TOTAL SITE AREA: 48.91± ACRES
  - THIS IS A CLASS III SURVEY
  - THIS SURVEY DID NOT INCLUDE ANY INVESTIGATION OF UNDERGROUND UTILITIES. 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 NOT LESS THAN THREE NOR MORE THAN TEN WORKING DAYS OF THEIR INTENT TO EXCAVATE. A LIST OF THESE UTILITIES CAN BE OBTAINED FROM THE COUNTY REGISTER OF DEEDS. THOSE UTILITIES PARTICIPATING IN THE TENNESSEE 811 SYSTEM CAN BE NOTIFIED BY CALLING 811.
  - ABUTTING PROPERTIES SHOWN HEREON ARE FOR REFERENCE ONLY AND ARE BASED ON RECORD, TAX MAPS AND LIMITED EVIDENCE ENCOUNTERED DURING THE SURVEY. A PROPERTY SURVEY WAS NOT COMPLETED FOR ANY PROPERTIES EXCEPT FOR THE SUBJECT PROPERTIES AS NOTED.
  - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS, EITHER WRITTEN OR UNWRITTEN, EASEMENTS OF RECORD AS PRESENTED IN THE TITLE COMMITMENT ARE SHOWN HEREON.
  - NO ADDITIONAL SITE IMPROVEMENTS WERE OBSERVED DURING THE COURSE OF FIELDWORK. NO BUILDINGS OBSERVED.
  - SURVEY COMPLETED USING GNSS LOCAL RTK METHODS COMBINED WITH TOTAL STATION RANDOM TRAVERSE. STATE PLANE COORDINATES WERE ESTABLISHED ON-SITE USING GNSS NETWORK RTK METHODS WITH BASE CORRECTION PROVIDED THROUGH THE TDOT NETWORK.
  - DRAWING IS BASED ON THE TENNESSEE STATE PLACE COORDINATE SYSTEM, NAD 1983(2011), GRID BEARINGS AND DISTANCES ARE DISPLAYED.
  - PROPERTY IS ACCESSIBLE FROM HOLT VALLEY ROAD.



**CONSIDERATION CERTIFICATE**

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

The actual consideration for this transaction is \$0.00; it being the intention of the Grantor to convey the subject property as a charitable gift to the Grantee.

**This instrument prepared by:**

Tune, Entrekin & White, P.C. (TCW)  
500 11<sup>th</sup> Ave., N., Suite 600  
Nashville, TN 37203

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**QUIT CLAIM DEED**

**ADDRESS OF NEW OWNER:**

Metropolitan Government of  
Nashville and Davidson County

\_\_\_\_\_  
Nashville, TN 37\_\_\_\_\_

**SEND TAX BILLS TO:**

Grantee is a tax exempt public  
entity pursuant to Tenn. Code  
Ann. \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**MAP/PARCEL NO.**

Part of \_\_\_\_\_

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, **GTLC, LLC**, a Tennessee limited liability company f/k/a Great Tennessee Land Company, LLC ("Grantor"), by these presents does hereby transfer, quitclaim, and convey unto **Metropolitan Government of Nashville and Davidson County** ("Grantee"), successors and assigns, as a charitable gift, all of Grantor's right, title, and interest in and to certain real property lying and being situated in Davidson County, Tennessee (the "Property") more particularly set forth and described on Exhibit A attached hereto.

It is understood by Grantor and Grantee that this conveyance is subject to taxes and assessments for the year 2022 and subsequent years, not yet due and payable, and subject to easements, rights of way for public utilities, restrictive covenants and conditions, and other matters of record, as well as all applicable zoning and building regulations.

[ Notarized Signature on Next Page ]



**EXHIBIT A**

Being the following described real estate, situated within the TWENTY-SECOND METROPOLITAN NASHVILLE COUNCIL DISTRICT of Davidson County, Tennessee, and being a portion of that certain property, which was conveyed to Great Tennessee Land Company, LLC of record in Instrument Number 20141230-0118976 in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

**BEGINNING** at a 5/8-inch rebar with cap set at the northwest corner of the property described herein, being in the 50-foot right-of-way of Holt Valley Road, and being the southern corner of Lot 27B of Zone Lot Division, Lots 26 & 27 of Clunan Heights Section 4 of record in Book 7900, page 754 in the Register's Office of Davidson County, Tennessee; runs thence with Lot 27B North 55 degrees 03 minutes 27 seconds East, 101.71 feet to a 5/8-inch rebar with cap set in the south line of of Great Tennessee Land Company, LLC of record in Instrument Number 20141001-0090339 in the Register's Office of Davidson County, Tennessee; thence with Great Tennessee Land Company, LLC as follows:

- South 88 degrees 22 minutes 41 seconds East, 125.04 feet;
- North 64 degrees 49 minutes 24 seconds East, 84.20 feet;
- North 71 degrees 19 minutes 46 seconds East, 111.21 feet;
- North 87 degrees 27 minutes 54 seconds East, 145.18 feet;
- South 75 degrees 46 minutes 00 seconds East, 153.38 feet;
- South 53 degrees 47 minutes 55 seconds East, 65.96 feet;
- South 84 degrees 30 minutes 01 seconds East, 115.19 feet;
- North 86 degrees 59 minutes 12 seconds East, 138.41 feet;
- South 81 degrees 26 minutes 08 seconds East, 145.53 feet;

South 55 degrees 09 minutes 20 seconds East, 98.10 feet to a 5/8-inch rebar with cap set at the northwest corner of Tract 2; thence with a severance line between Tracts 2 & 3 South 21 degrees 11 minutes 23 seconds West, 911.76 feet to a 5/8-inch rebar with cap set in the north line of Bandyopadhyay of record in Instrument Number 20070917-0111231 in the Register's Office of Davidson County, Tennessee; thence with Bandyopadhyay for a portion of the way and then Demoss of record in Book 324, Page 652 in the Register's Office of Davidson County, Tennessee North 81 degrees 01 minutes 58 seconds West, passing through a rebar found at 490.00 feet, thence continuing on the same bearing an additional 331.63 feet for a total distance of 821.63 feet to a rebar found at the northeast corner of Bartlett of record in Instrument Number 20200616-0061989 in the Register's Office of Davidson County, Tennessee; thence with Bartlett North 80 degrees 42 minutes 58 seconds West, 523.82 feet to a 5/8-inch rebar with cap set in the west line of Lot 13 of Holt Meadows Subdivision of record in Book 4300, Page 174 in the Register's Office of Davidson County, Tennessee; runs thence with Lots 13 through 24 of Holt Meadows Subdivision as follows:

- North 63 degrees 30 minutes 50 seconds East, 192.99 feet to a 5/8-inch rebar with cap set;
- North 56 degrees 18 minutes 55 seconds East, 240.00 feet to a 5/8-inch rebar with cap set;
- North 49 degrees 27 minutes 29 seconds East, 199.66 feet to a 5/8-inch rebar with cap set;
- North 30 degrees 28 minutes 20 seconds East, 260.09 feet to a 5/8-inch rebar with cap set;
- North 59 degrees 15 minutes 25 seconds West, 150.00 feet;

South 69 degrees 10 minutes 37 seconds West, 50.00 feet to the right-of-way of Holt Valley Road; thence with Holt Valley Road along a curve to the left an arc length of 49.94 feet, having a radius of 50.00 feet, and being subtended by a chord bearing and distance of North 49 degrees 30 minutes 59 seconds West, 47.94 feet to the **POINT OF BEGINNING** and **containing 22.30 Acres**, more or less, as

surveyed by Ryan W. Beasley, Tennessee Registered Land Surveyor Number 2821, of Civil Infrastructure Associates, LLC, 307 Hickerson Drive, Murfreesboro, TN 37129 on December 03, 2024. Bearings are based on the Tennessee State Plane Coordinate System, NAD 1983.

**Easements**

This property is subject to an Asphalt Driveway Easement, being of record in Book 5092, Page 393 in the Register's Office of Davidson County, Tennessee.

This property is subject to an agreement for the dedication of Public Utilities, being a 30-ft permanent access easement identified as Easement One of record in Instrument No. 20021104-0134793 in the Register's Office of Davidson County, Tennessee.

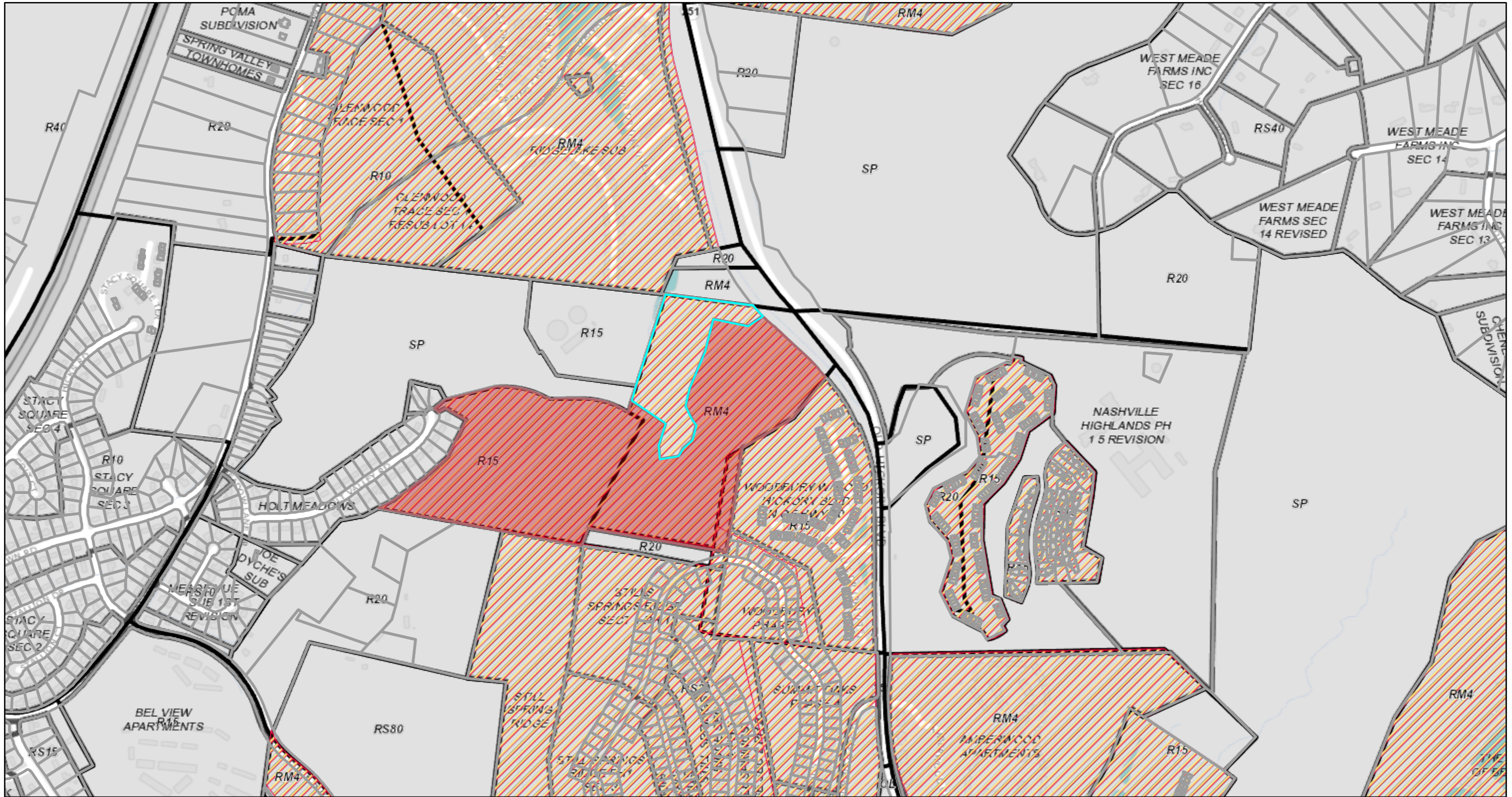
This property is subject to an agreement for the dedication of Public Utilities, being a 20-ft permanent easement identified as Easement Three of record in Instrument No. 20021104-0134793 in the Register's Office of Davidson County, Tennessee

Being a portion of the same property conveyed to Great Tennessee Land Company LLC from the Bank of Frankewing, Frankewing, Tennessee, by deed of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20141230-0118976.

\* The above-described property is also described and illustrated on Exhibit A – 1 below and labeled as Tract 3.








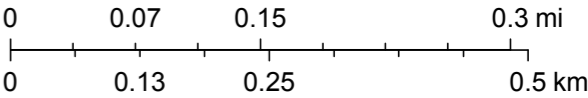
# Nashville / Davidson County Parcel Viewer



December 16, 2024

1:9,028

-  Override 1
-  graphicsLayer2
-  Zoning
-  Urban Design Overlay
-  Planned Unit Development



Nashville Maps

## Certificate Of Completion

Envelope Id: FEAEF8F1-E576-406E-982C-8FAD98FAAC84  
 Subject: Buzzard Hollow Land Acquisition  
 Source Envelope:  
 Document Pages: 20  
 Certificate Pages: 15  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Edward Jenkins  
 730 2nd Ave. South 1st Floor  
 Nashville, TN 37219  
 edward.jenkins@nashville.gov  
 IP Address: 170.190.198.185

## Record Tracking

Status: Original 1/6/2025 9:40:09 AM	Holder: Edward Jenkins edward.jenkins@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

## Signer Events

Abraham Wescott  
 abraham.wescott@nashville.gov  
 Public Property Director  
 Security Level: Email, Account Authentication (None)

## Signature

*Abraham Wescott*  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

## Timestamp

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 Signed: 1/6/2025 10:04:18 AM

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Kevin Crumbo/mjw  
 maryjo.wiggins@nashville.gov  
 Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mjw*  
  
 Signature Adoption: Pre-selected Style  
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Tara Ladd  
 tara.ladd@nashville.gov  
 Security Level: Email, Account Authentication (None)

*Tara Ladd*  
  
 Signature Adoption: Pre-selected Style  
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### Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/6/2025 10:00:23 AM
Envelope Updated	Security Checked	1/7/2025 9:25:19 AM
Envelope Updated	Security Checked	1/7/2025 9:25:20 AM
Envelope Updated	Security Checked	1/7/2025 9:25:20 AM
Certified Delivered	Security Checked	1/7/2025 11:46:24 AM
Signing Complete	Security Checked	1/7/2025 11:46:42 AM
Completed	Security Checked	1/7/2025 11:46:42 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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