

Prepared by:  
SATURN TITLE SERVICES, INC.  
212 Third Avenue, North  
Nashville, TN 37201

BILL GARRETT, Davidson County

Trans: T20090071000 ESMT

Recvd: 10/19/09 13:34 15 pgs

Fees: 77.00 Taxes: 0.00



20091019-0096512

**AGREEMENT TO ESTABLISH AND EXCHANGE EASEMENT RIGHTS**

THIS AGREEMENT entered into this 10<sup>th</sup> day of August, 2009,  
by and between the Metropolitan Government of Nashville and Davidson  
County, Tennessee, hereinafter called "METRO", the BOARD OF  
TRUSTEES OF THE BLAKEMORE PRIMITIVE BAPTIST CHURCH,  
hereinafter called "CHURCH" concerning the property located at 2411-B  
Blakemore Avenue, Nashville, Tennessee 37212, hereinafter called "THE  
PROPERTY".

**WITNESSETH:**

WHEREAS, METRO is the owner of property known as Fannie  
Mae Dees Park by deed of record in Book 5278, page 737, Register's  
Office for Davidson County, Tennessee being Map 104-7, Parcel 397,  
which abuts THE PROPERTY of the CHURCH and

WHEREAS, access to the property of the CHURCH has been  
permitted over the course of years due to the fact that there is no other  
access to the property of the CHURCH due to the closing of an alley and  
the widening of Blakemore Avenue and

WHEREAS, CHURCH is the owner of THE PROPERTY by deed  
of record in Book 1422, page 144, Register's Office for Davidson County,  
Tennessee being Map 104-7, Parcel 391 and a portion of said property is

being used by METRO for access to its parking at Fannie Mae Dees Park and

WHEREAS, METRO and CHURCH mutually desire to  
Enter into an exchange of easements,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed as follows:

1. METRO hereby grants to CHURCH a non-exclusive easement for ingress and egress to the property along the asphalt driveway shown on the survey attached hereto as Exhibit "A" from Blakemore Avenue running in a southerly direction to the rear property line of the CHURCH. METRO explicitly reserves the right to also continue to use the asphalt driveway shown on the survey attached hereto as Exhibit "A." In addition, METRO hereby grants to CHURCH an easement for the purpose of parking or landscaping on the land shown on said attached Exhibit "A" between the westerly boundary of said asphalt driveway and the easterly property line of the CHURCH from Blakemore Avenue to the gravel area at the rear of the CHURCH building. The highlighted area indicated on Exhibit "B", attached hereto, encompasses both the asphalt driveway and the area used for parking bordering the drive and the CHURCH property subject to the two grants of easement rights described above in this paragraph.

**2. CHURCH hereby grants to METRO a non-exclusive easement for access to its parking on the asphalt area at the rear portion of the CHURCH property as shown on the attached Exhibit "A" to permit the full use of METRO's parking lot at Fannie Mae Dees Park. The highlighted area indicated on Exhibit "C", attached hereto, shows this asphalt parking area at the rear of the CHURCH property subject to the grant of easement rights described above in this paragraph.**

**3. The parties agree, for purposes of this Agreement, that the easements (when considered together with the other covenants and promises contained herein) are of approximately equivalent value.**

**4. CHURCH will be responsible for the maintenance and upkeep of the area located between the asphalt drive and the property of the CHURCH, subject to the easement for parking or landscaping granted herein and described above in paragraph 1, at its own expense, and METRO shall incur no costs of any kind for the maintenance and upkeep of said area.**

**5. The parties hereto acknowledge that they are lawfully seized and possessed of the land referenced herein in fee simple, that each has sufficient title and ownership to the respective properties sufficient to grant said easements, and each further covenants and binds themselves, their heirs and representatives to warrant and defend the easement rights granted herein against the claims of all persons whomsoever.**

**6. All obligations of METRO and the CHURCH hereunder shall be conditioned on the Metropolitan Council having passed on final reading and the Metropolitan Mayor having signed an ordinance approving this transaction. This Agreement shall not be binding on the parties until it has been approved by ordinance and filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date set forth above.**

**7. As part of the consideration for METRO to enter into this agreement, CHURCH and, in future, its heirs, successors and assigns, shall indemnify, protect, defend and hold METRO harmless from any and all liabilities, obligations, losses, claims, damages, penalties, costs and expenses (collectively, the "Damages") incurred by METRO arising out of use of the easements granted to the CHURCH, above in paragraph 1, by the CHURCH or its heirs successors, or assigns or their employees, agents, guests, representatives, licensees, parishioners, clients, customers, business associates or any other invitees, including without limitation any and all court costs and reasonable attorney's fees, unless such Damages are due to the negligence or willful misconduct of METRO.**

**8. Both parties acknowledge that the grant of easement rights herein and all of the obligations, costs and liabilities specified herein as the responsibility of each party are covenants which shall run with the land. Each party shall have the right to enforce the faithful fulfillment of the obligations by any legal process available to it.**

9. This agreement sets forth the complete agreement and understanding between the parties. Each party has had the opportunity to review this Agreement with legal counsel, and this Agreement shall be construed as if each party participated equally in its drafting.

10. This agreement may be modified only by an instrument executed by authorized representatives of both parties, and any such modification shall be subject to ratification by resolution passed by a majority vote of the Metropolitan Council.

11. This Agreement shall be governed by the laws of the State of Tennessee. Any action arising out of or relating to this Agreement may be brought only in a court of competent jurisdiction in Davidson County, Tennessee.

12. Notices required by this Agreement shall be effective upon delivery via certified mail and addressed as appropriate to:

**For METRO:**

Director of the Department of Parks and Recreation  
The Metropolitan Government of Nashville and Davidson County  
511 Oman Street  
Nashville, Tennessee 37201

With a copy to :

Director of Law  
The Metropolitan Government of Nashville and Davidson County  
Suite 108, Metropolitan Courthouse, P.O. Box 196300  
Nashville, Tennessee 37219-6300

**For the CHURCH:**

Robert Wiseman, Pastor

**Blakemore Primitive Baptist Church  
2411-B Blakemore Avenue  
Nashville, Tennessee 37212**

**With a copy to:**

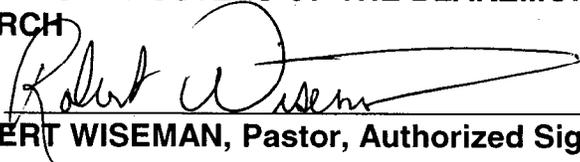
**Alan Saturn  
SATURN TITLE SERVICES, INC.  
212 Third Avenue, North  
Nashville, TN 37201**

**13. As part of the consideration to METRO to enter into this Agreement, the CHURCH shall undertake sufficient measures to ensure that neither the asphalt drive subject to the non-exclusive easement for ingress and egress, described above in paragraph 1, nor the paved parking area at the rear of the CHURCH property subject to the easement for parking granted by the CHURCH to METRO, described above in paragraph 2, nor any property immediately adjacent to THE PROPERTY or the areas of any of the easements granted in this Agreement, and belonging to METRO, shall be used for parking purposes in connection with any use of THE PROPERTY by the CHURCH or any of its heirs, successors, or assigns who subsequently come into possession of THE PROPERTY or their employees, agents, guests, representatives, parishioners, licensees, clients, customers, business associates or any other invitees (collectively, "Invitees") who have not been permitted to use such areas for parking by the Metropolitan Department of Parks and Recreation. The obligations undertaken by the CHURCH in this paragraph shall be binding upon all successors, heirs and assigns of the CHURCH. Such sufficient measures to deter such impermissible parking shall include but not be**

limited to posting signage (subject to approval by the Metropolitan Department of Parks and Recreation) warning that parking is prohibited in the areas described above in this paragraph and that any vehicles parked in those areas and not permitted to do so by the Department of Parks and Recreation will be subject to being towed, and to arranging for the towing of any such impermissibly parked vehicles in the areas described above in this paragraph. If such sufficient measures are not taken, and vehicles are parked impermissibly in the areas described in this paragraph, METRO may, following service of notice of its intent to do so upon the CHURCH or its successor in interest in possession of the PROPERTY, itself undertake such sufficient measures to deter impermissible parking in the areas described above in this paragraph, including but not limited to posting signage and/or having impermissibly parked vehicles towed, and the CHURCH or any of its heirs, successors or assigns then in possession of THE PROPERTY shall reimburse METRO for its reasonable costs associated therewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the 14 day of April, 2009.

**BOARD OF TRUSTEES OF THE BLAKEMORE PRIMITIVE BAPTIST CHURCH**

By:   
ROBERT WISEMAN, Pastor, Authorized Signatory

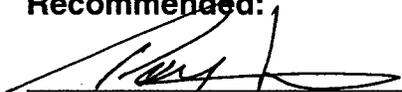
Sworn to and subscribed before me  
this the 14 day of April, 2009.

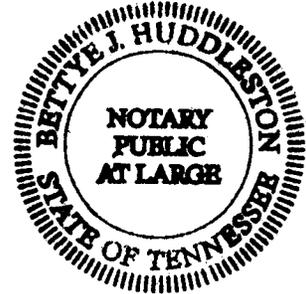
  
NOTARY PUBLIC

My Commission Expires: 5/22/2010

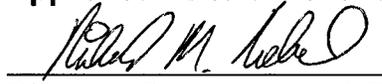
**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

Recommended:

  
Director, Department of Parks and Recreation



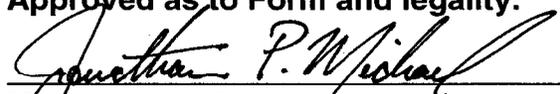
Approved as to the availability of funds:

  
Director Department of Finance *js*

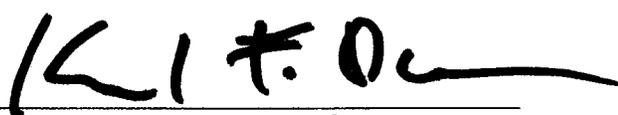
Approved:

  
Director of Public Property Administration

Approved as to Form and legality:

  
Metropolitan Attorney

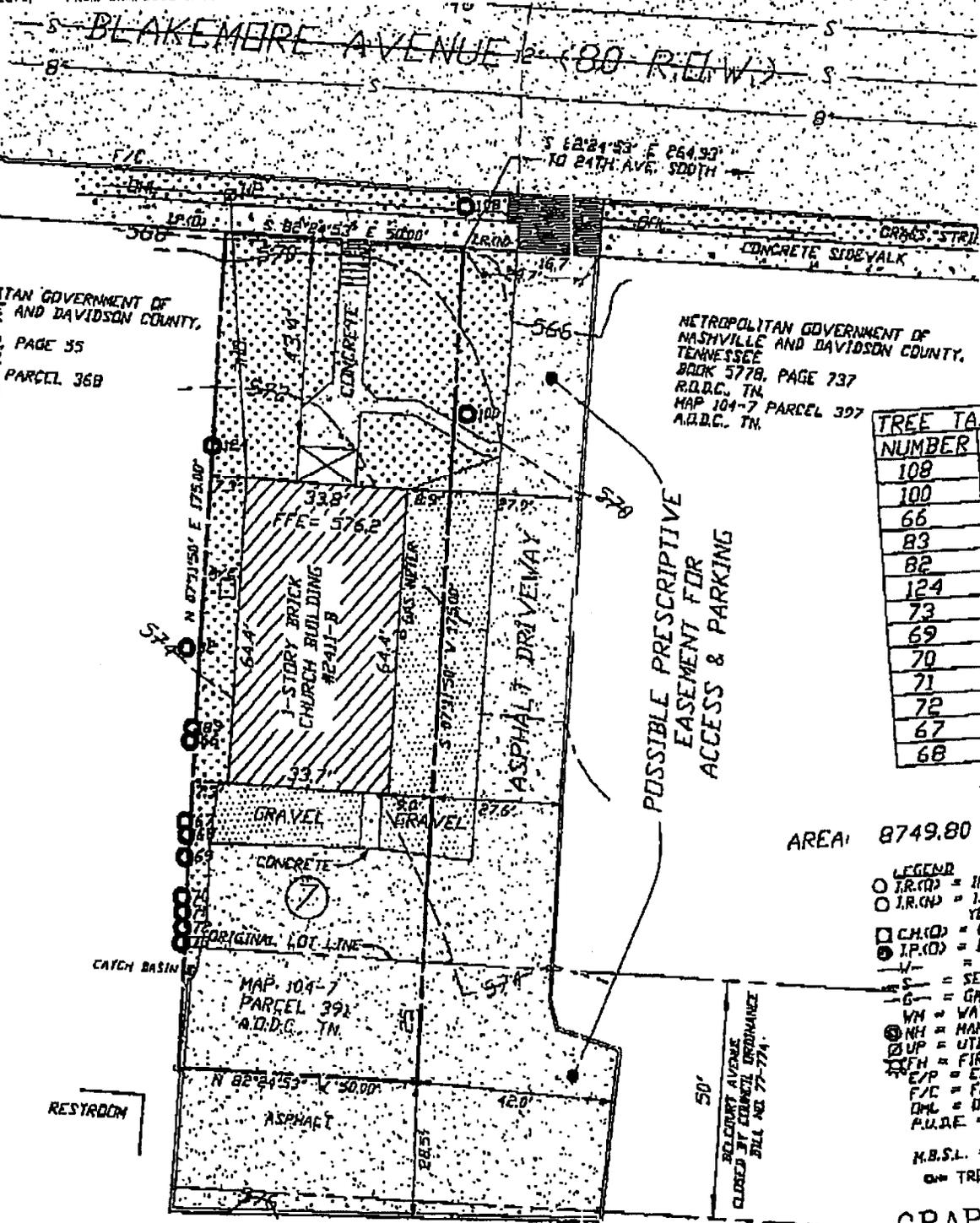
**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

By:   
Karl Dean, Mayor *MD*

ATTEST, this 10<sup>th</sup> day of August, 2009

By:   
Metropolitan Clerk BL2009-490





METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
 BOOK 4803, PAGE 55  
 R.D.C., TN  
 MAP 104-7 PARCEL 36B  
 A.D.C., TN.

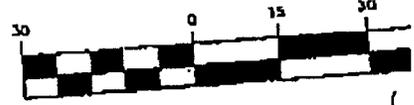
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
 BOOK 5778, PAGE 737  
 R.D.C., TN  
 MAP 104-7 PARCEL 397  
 A.D.C., TN.

| TREE TA. NUMBER |
|-----------------|
| 108             |
| 100             |
| 66              |
| 83              |
| 82              |
| 124             |
| 73              |
| 69              |
| 70              |
| 71              |
| 72              |
| 67              |
| 68              |

AREA: 8749.80

- LEGEND
- I.R.(D) = IR
  - I.R.(D) = V
  - I.R.(D) = YE
  - CH.(D) = C
  - I.P.(D) = IF
  - = I
  - = SEI
  - = GAS
  - = VAT
  - = MAH
  - = UTIL
  - = FIRE
  - = ED
  - = FA
  - = DY
  - = P.U.D.E.
- M.B.S.L. =
- = TREE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE  
 BOOK 5778, PAGE 737  
 R.D.C., TN  
 MAP 104-7 PARCEL 397  
 A.D.C., TN.



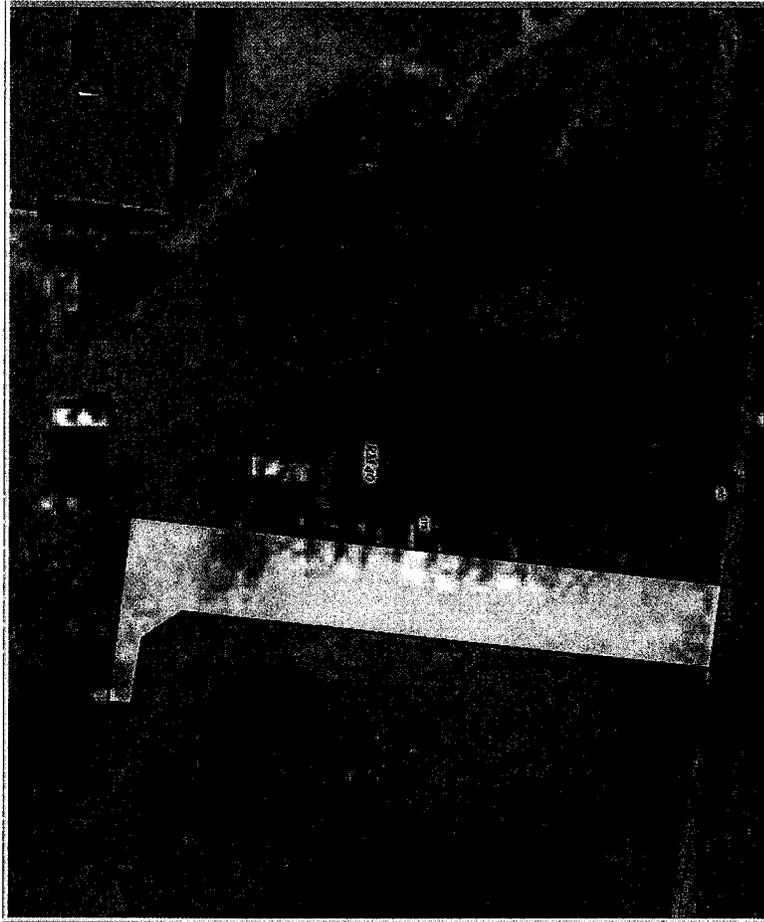
NOTE: PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK FURNISHED TO SURVEYOR PRIOR TO SURVEY.

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND / OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED THEREFORE THE UNDERGROUND UTILITIES SHOWN SHOULD BE DONE SO WITH DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH. THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH. THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH.

**EXHIBIT**

A

The Non-exclusive easement Primitive Baptist is asking Metro to grant.



**EXHIBIT**

B



What Primitive Baptist would grant to Metro for Parks use.

**EXHIBIT**

C