**THIS INSTRUMENT PREPARED BY INFORMATION & DIRECTION FROM THE PARTIES**

This Instrument Prepared by:
Hollingshead & Associates, PLLC
1720 West End Avenue, Suite 403
Nashville, TN 37203

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ -0.00-

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th day of November, 2024

NOTARY PUBLIC
MY COMMISSION EXPIRES:

NICHOLE DOWLING
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
MY COMMISSION EXPIRES 12-7-2024

Karen Johnson Davidson County
Batch# 1205650 DEEDQC
11/15/2024 02:38:30 PM 8 pgs
Fees: $42.00 Taxes: $0.00
20241115-0089251

# QUITCLAIM DEED

| ADDRESS OF NEW OWNER | SEND TAX BILLS TO: | MAP & PARCEL |
|---|---|---|
| **Hickory Highlands HOA** | **SAME AS NEW OWNER** | **163 02 0A 024.00** |
| **c/o Hollingshead & Associates, PLLC** | | |
| **1720 West End Avenue, Suite 403** | | **163 02 0A 040.00** |
| **Nashville, TN 37203** | | |

FOR AND IN CONSIDERATION OF THE SUM OF ZERO DOLLARS ($0.00) cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We, **INSPIRE REAL ESTATE, LLC, a Tennessee limited liability company,** hereinafter referred to as Grantor do hereby convey, remise, release and forever quitclaim our right, title and interest, unto, **Hickory Highlands Homeowners Association, a Tennessee nonprofit corporation,** all of our right, title and interest, unto, hereinafter referred as Grantee, her Heirs and Assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

**See Exhibit "A," attached hereto.**

The Grantor is making this conveyance for the express purpose of conveying its interest of all common areas of Hickory Highlands Subdivision to the Grantee. The Grantee hereby acknowledges and assumes the Grantors' obligations described in the "Sewer Detention Agreement," attached hereto as Exhibit "B."

Together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to the property.

**Inspire Real Estate, LLC**

By: _____

Name: Kim Hollingshead, Esq.

Its: Authorized Signatory

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Kim Hollingshead, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Authorized Signatory of Inspire Real Estate, LLC, the within named bargainor and that he/she as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Authorized Signatory.

Witness my hand and seal the 15th day of November, 2024.

Notary Public

My Commission Expires: 12.7.2024

NICHOLE DOWLING
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
MY COMMISSION EXPIRES 12-7-2024

Exhibit "A"

part of
Being a tract of land in Nashville, the Second Civil District, Twenty-ninth Councilmanic District, Davidson County, Tennessee, located south of Moss Road and north of Mt. View Road, being M & D Development, LLC, property Deed Book 11621, page 566, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin found in the south right-of-way of Moss Road, said iron pin being the northeast corner of Hickory Highlands Place, Section 1, Phase 3 as of record in Book 9700, page 798, Register's Office for Davidson County, Tennessee;

Thence, along said Moss Road right-of-way a curve to the left 18.70 feet to a point, said curve having a central angle of 01 deg. 26 min. 44 sec., a radius of 741.20 feet, a tangent of 9.35 feet and chord if N 50 deg. 42 min. 15 sec. E, 18.70 feet;

Thence, continuing with said right-of-way the following calls:

N 49 deg. 58 min. 52 sec. E, 373.88 feet to a point;

N 55 deg. 41 min. 31 sec. E, 50.25 feet to a point;

N 49 deg. 58 min. 52 sec. E, 120.00 feet to a point;

with a curve to the right 333.42 feet to a point, said curve having a central angle of 27 deg. 50 min. 23 sec., a radius of 686.20 feet, a tangent of 170.07 feet and a chord of N 63 deg. 54 min. 04 sec. E, 330.15 feet;

N 77 deg. 49 min. 15 sec. E, 46.50 feet to a point;

N 72 deg. 06 min. 37 sec. E, 50.25 feet to a point;

N 79 deg. 17 min. 34 sec. E, 100.70 feet to a point;

with a curve to the left 274.09 feet to a point, said curve having a central angle of 21 deg. 11 min. 15 sec., a radius of 741.20 feet, a tangent of 138.63 feet and a chord of N 67 deg. 13 min. 37 sec. E, 272.53 feet;

N 55 deg. 34 min. 47 sec. E, 352.71 feet to a point;

with a curve to the left 137.87 feet to a point in the northwesterly corner of J.E. Stevenson, Trustee property Instrument No. 200204050042083, R.O.D.C., said curve having a central angle of 25 deg. 21 min. 39 sec., a radius of 311.48 feet, a tangent of 70.08 feet and a chord of N 43 deg. 58 min. 11 sec. E, 136.75 feet;

Thence, leaving said right-of-way of Moss Road with the southwesterly line of said J.E. Stevenson property the following calls:

S 56 deg. 10 min. 52 sec. E, 700.00 feet to a point;

S 12 deg. 15 min. 02 sec. E, 331.83 feet to a point;

Thence, along a severance line the following calls:

S 77 deg. 44 min. 57 sec. W, 61.05 feet to a point;

S 77 deg. 27 min. 56 sec. W, 555.35 feet to a point;

S 49 deg. 13 min. 06 sec. W, 152.16 feet to a point;

S 28 deg. 23 min. 32 sec. E, 53.81 feet to a point;

S 50 deg. 12 min. 58 sec. W, 378.92 feet to a point in the easterly line of Hickory Highland Place, Section II as of record in Book 10216, page 467, R.O.D.C.;

Thence, along said easterly line of Hickory Highlands Place, Section II Development the following calls:

N 35 deg. 53 min. 26 sec. W, 213.27 feet to a point;

N 46 deg. 36 min. 58 sec. W, 441.32 feet to a point, said point being the most northerly point of said Hickory Highlands Place, Section II Development;

Thence, leaving said easterly line with a northerly line of said Hickory Highland Place, Section II Development, S 49 deg. 37 min. 49 sec. W, 768.25 to a point, said point being on the easterly line of said Hickory Highland Place, Section 1, Phase 3;

Thence, leaving said northerly line with a easterly line of said Hickory Highland Place, Section 1, Phase 3, N 32 deg. 47 min. 09 sec. W, 366.38 feet to the point of beginning of herein described tract of land.

Containing 1,248,253 square feet or 28.66 acres, more or less.

Being part of the same property conveyed to Inspire Real Estate, LLC, a Tennessee limited liability company, by Quitclaim Deed from Hickory Highlands, LLC, a Tennessee limited liability company, dated May 16, 2023, recorded on May 22, 2023, of record in Instrument Number 20230522-0038437, Register's office for Davidson County, Tennessee.

EXHIBIT "B"

Davidson County ESMT
Recvd: 11/14/02 12:43 4pgs
Fees:22.00 Taxes:0.00
20021114-0141245

## Appendix C
## STORMWATER DETENTION AGREEMENT

File No.: 2002-S-35 (Permit No.) Map and Parcel No.: 163/27, 29, 30, 32

Project Name: Hickory Highlands Place Sections 3 & 4

THIS AGREEMENT, made and entered into this 8th day of October of the year 2002, by and between M&D Development (hereinafter called the "Landowner") and the Metropolitan Government of Nashville and Davidson County, (hereinafter called "Metropolitan Government"):

WITNESSETH, that

WHEREAS, Ordinance No. 78-840, <<1 through 9, was adopted October 3, 1978 by the Council of the Metropolitan Government of Nashville and Davidson County, effective January 1, 1979, and provided for the creation of a Stormwater Management Committee: and

WHEREAS, under said ordinance the Director of Public Works shall have the authority to inspect private systems within Davidson County, and to order such corrective actions to said private stormwater management systems as are necessary to maintain properly the major and minor stormwater management systems within Davidson County; and

WHEREAS, the Director of Public Works and the Stormwater Management Committee have adopted and approved certain technical guidelines relating to policy on detention of stormwater in Davidson County; and

WHEREAS, in Chapter 2, <202.4 of said technical guidelines it is provided that detention facilities located in industrial, commercial, institutional, apartment developments, and rental townhouses must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property, more particularly described as Hickory Highlands Place, Section 3, Highlander Drive

as recorded by deed in the land records of Nashville and Davidson County in Deed Book 11621 and Page 566 (hereinafter called the "Property"); and

WHEREAS, the Landowner is proceeding to build on and develop the property; and



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WHEREAS, Site Plan/Subdivision Plan C2.05, C2.06 & C5.01, prepared by Barge, Waggoner, Sumner and Cannon

dated September 25, 2002, on file at the Metropolitan Department of Public Works, Engineering Division (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by Metropolitan Government, provides for detention of stormwater within the confines of the property; and

WHEREAS, Metropolitan Government and the Landowner agree that the health, safety, and general welfare of the residents of Nashville and Davidson County require that onsite stormwater detention facilities be constructed and maintained on the property; and

WHEREAS, Metropolitan Government requires that onsite stormwater facilities as shown on Plan C2.05, C2.06, & C5.01 be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The onsite stormwater detention facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in Plan C2.05, C2.06, & C5.01

2. The Landowner shall maintain the stormwater detention facilities as shown on Plan C2.05, C2.06, & C5.01 in good working order acceptable to Metropolitan Government.

3. The Landowner hereby grants permission to Metropolitan Government, its authorized agents, and employees to enter the property and to inspect the stormwater detention facilities whenever it deems necessary. Whenever possible, Metropolitan Government shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to maintain stormwater detention facilities as shown on Plan C2.05, C2.06, & C5.01 in good working order acceptable to Metropolitan Government, may enter the property and take whatever steps it deems necessary to maintain said stormwater detention facilities. This provision shall not be construed to allow Metropolitan Government to erect any structure of a permanent nature on the land of the Landowner without first obtaining written approval of the Landowner. It is expressly understood and agreed that Metropolitan Government is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on Metropolitan Government.

5. In the event Metropolitan Government, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse Metropolitan Government upon demand, within ten (10) days of receipt thereof for all costs incurred by Metropolitan Government hereunder.

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6. It is the intent of this Agreement to insure the proper maintenance of onsite stormwater detention facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater management.

7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Metropolitan Government and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Metropolitan Government from the construction, presence, existence, or maintenance of the stormwater detention facilities by the Landowner or Metropolitan Government.

In the event a claim is asserted against Metropolitan Government, its agents, or employees, the Metropolitan Government shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against Metropolitan Government, its agents, or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

8. This Agreement shall be recorded among the land records of Nashville and Davidson County, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

WITNESS the following signatures and seals:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By Thomas K. Polk
for: Director of Public Works

By T T Davis

ATTEST:

_____

Volume No. 1 Appendix C-4

Prepared by: Barge, Waggoner, Sumner and Cannon, Inc.
211 Commerce Street, Suite 600
Nashville, Tennessee 37201

I, Jodi Judson, a Notary Public in and for the County and State aforesaid, whose commission expires on the 5th day of May, of the year 2005, do certify that Tom T. Davis whose names are signed to the foregoing Agreement bearing date of the 8th day of Oct., of the year 2002, have acknowledge the same before me in my said County and State aforesaid.

GIVEN under my hand this 8th day of Oct, of the year 2002.

Jodi M. Judson
Notary Public

JODI M. JUDSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

I, Anna M. Holbrook, a Notary Public in and for the County and State aforesaid, whose commission expires on the 24 day of Sept, of the year 2005, do certify that Tom K. Palko, (Acting) County Executive, whose name is signed to the foregoing Agreement bearing date of the ~~9~~ 9 day of ~~Sept~~ Oct, of the year 2002, has acknowledge the same before me in my said County and State aforesaid.

GIVEN under my hand this 9 day of October, of the year 2002.

Anna M. Holbrook
Notary Public

My Commission Expires SEPT. 24, 2005



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# Certificate of Authenticity

I, Kimberly Hollingshead, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 11.15.2024.

Kimberly Hollingshead, Esq.

November 15, 2024
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 15th day of November, 2024.

Nichole Dowling
Notary Signature

My Commission Expires: 12.7.2024

NICHOLE DOWLING
STATE OF TENNESSEE
NOTARY PUBLIC
WILSON COUNTY
MY COMMISSION EXPIRES 12-7-2024