

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL CIRCUIT**

LEAH KNOX RUBINO,)	
WILLIAM NEWTON KNOX, JR.,)	
ELIZABETH LEA KNOX,)	
OSCAR CROMWELL TIDWELL III,)	
PERCIE TIDWELL SNIDER,)	
MARY LOUSE LEA TIDWELL,)	
RANDAL MCGAVOCK LEA,)	
ELIZABETH LEA CROCKETT,)	
SALLY LEA NANCE,)	
MARGARET LEA Misko,)	
MARY LOUISE LEA MURPHY,)	
PERCY WARNER LEA,)	
MARGARET LEA KNIGHTON,)	
CHRIS LEA,)	
GRAHAM LEA JACKSON, AND)	Case No: XXX
OVERTON LEA, JR)	
)	
Plaintiffs,)	
)	
v.)	
)	
THE METROPOLITAN)	
GOVERNMENT OF NASHVILLE)	
AND DAVIDSON COUNTY,)	
)	
Defendants.)	
)	

COMPLAINT FOR DECLARATORY RELIEF

Introductory Statement

The Plaintiffs in this action (“the Lea Heirs”) are the fourteen (14) living grandchildren, and the two (2) children of the sole deceased grandchild, of Colonel Luke Lea (“Col. Lea”), and, as such, are all of the legal heirs of the late Col. Lea. Col. Lea possessed over eight hundred (800) acres of land (“the Lea Property”), which Col. Lea gifted to the City (“the Lea Gift”). In 1927, the Lea Gift formed the foundation for what we all know today as Percy Warner Park, one of the crown jewels of the City of Nashville. The Lea Heirs bring this declaratory action to compel Defendant

the City of Nashville (“the City”) to honor the sole condition Col. Lea placed on the Lea Gift, a requirement that the Lea Property included in the Lea Gift be used solely for “public park purposes.” The legal mechanism Col. Lea used for ensuring the City honored his condition is a restrictive covenant contained in the deed by which the Lea Property was conveyed to the City (“the Lea Deed”). By the terms of the restrictive covenant, if the City violates that condition by “put[ting] the property to any other use,” the Lea Gift automatically reverts to the heirs of Col. Lea.

The Lea Heirs take no joy in bringing this lawsuit, but their hand has been forced by recent planning actions by the City aimed at helping to solve traffic, access, and parking problems that visitors to Cheekwood Estate & Gardens (“Cheekwood”), a private entity, have caused and that Cheekwood and the City have largely ignored for years. As the allegations below explain in more detail, Cheekwood’s visitors overwhelm certain of the residential streets in the neighborhoods adjacent to Cheekwood. To try to alleviate those traffic and attendant problems, the City hired a consultant in 2023 to study the problem and provide potential solutions. The consultant identified a number of options for alleviating the Cheekwood traffic, three of which would have required Cheekwood to construct a dedicated access road into the Cheekwood grounds, one that utilized Cheek Road, and one that utilizes a portion of the Lea Gift.

The option the consultant identified that impacts the Lea Gift is a road that runs across the Lea Gift from Highway 100 directly to the entrance Cheekwood currently uses and desires to continue to use in the future. Although the City has contended repeatedly that the option for an access road through the Lea Gift is only one of the options being evaluated, the consultant identified that as the preferred option, and the Metro Planning Commission designated that option as a preferred option during its January 2025 public meeting. The Plaintiff has not been made

aware of any planning effort by Cheekwood or the City relative to any other option. The City has acknowledged that it is aware of the restrictive covenants in the Lea Deed, and it has asserted that no decisions have been made on which of the options will be selected. But the City has refused to commit that it will not select the Lea Gift option, and it has refused to acknowledge that the Lea Deed precludes that option. For that reason, and because fairness to Cheekwood and all other stakeholders requires that there be a resolution as soon as possible on whether building an access road for the joint use of Cheekwood and Percy Warner Park would violate the terms of the Lea Deed, the Lea Heirs bring this Declaratory Judgment Action. Plaintiffs seek a declaration from this Court that building an access road through the Lea Gift for the joint use of Cheekwood and Percy Warner Park would constitute the property being “put to any other use,” and, hence, would be a violation of the restrictive covenant in the Lea Deed, resulting in immediate reversion of the Lea Gift to the Lea Heirs.

I. Parties

1. The Plaintiffs, Leah Knox Rubino, William Newton Knox, Jr., Elizabeth Lea Knox, Oscar Cromwell Tidwell III, Percie Tidwell Snider, Mary Louse Lea Tidwell, Randal McGavock Lea, Elizabeth Lea Crockett, Sally Lea Nance, Margaret Lea Misko, Mary Louise Lea Murphy, Percy Warner Lea, Margaret Lea Knighton, Chris Lea, Graham Lea Jackson, and Overton Lea, Jr. (collectively “the Lea Heirs”) constitute the fourteen (14) living grandchildren of Col. Lea and two (2) great-grandchildren (the children of Col. Lea’s one deceased grandchild), and, as such, constitute the “heirs and assigns” of Col. Lea, within the meaning of the Lea Deed. In their capacity as the Lea Heirs, the Plaintiffs reluctantly bring this lawsuit to compel the City to honor the terms of the Lea Deed.

2. Defendant, the Metropolitan Government of Nashville and Davidson County (“the City”) includes the Nashville Metropolitan Government and its various offices and departments, including the Metropolitan Nashville Parks Board, the Metropolitan Planning Commission, and the Nashville Department of Transportation. The City is the legal successor in interest to the City of Nashville, as that governmental entity was constituted at the time it received the Lea Gift.

II. Jurisdiction and Venue

3. This Court has subject matter jurisdiction over the claims herein pursuant to Tenn. Code Ann. § 16-11-101 et seq., as Plaintiff seeks equitable relief and a declaration of rights under Tennessee law.

4. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 20-4-101 because the property constituting the Lea gift is located entirely in Davidson County, and the acts and omissions giving rise to this lawsuit occurred in Davidson County.

III. Factual Allegations

5. In 1927, Col. Luke Lea conveyed over 800 acres of land (“the Lea Property”) to the City of Nashville to be used for public park purposes (“the Lea Gift”).¹ The Deed (the “Lea Deed”) evidencing the conveyance, which was recorded in 1928, is located at Pages 181–184 in Deed Book 805 of the records of the City of Nashville Register of Deeds. A copy of the Lea Deed is attached as Exhibit 2.

6. The Lea Deed states in part on page 183 “that said undivided interest in land and said land herein conveyed, be used for public park purposes, and if same should at any time

¹ The interest in one of parcels comprising the Lea gift was actually transmitted in part by a deed from the Belle Meade Park Co. (controlled by Luke Lea) to the City of Nashville and in part by the Deed. The deed from the Belle Meade Park Co. to the City of Nashville is of record on Pages 182-185 of Book 723 of the records of the Nashville Register of Deeds. That deed is attached as Exhibit 1.

hereafter cease to be used as a public park or put to any other use, then the Title to said land and undivided interest in said land shall ipso facto and at once revert to and revest in said Luke Lea, his heirs and assigns, without the necessity of any demand, notice, entry or instrument of reconveyance . . .”. (emphasis supplied).

7. The City accepted the conveyance of the Lea Property via the Lea Gift subject to the restrictions contained in the Lea Deed. The City has repeatedly, and publicly, acknowledged the restrictions in the Lea Deed, and City representatives have in the past conceded that building a road through the Lea Gift would violate the Lea Deed’s restrictions. However, the City has now declined to acknowledge that is the case.

A. Cheekwood’s Traffic and Parking Problems and the City’s Attempts to Help Address Those Problems.

8. Since at least the 1970s, Cheekwood has been plagued by a shortage of onsite parking, and the traffic from Cheekwood visitors has resulted in residential streets in the Belle Meade Highlands neighborhood being overloaded with excess traffic, resulting in concerns regarding traffic, noise, and safety for residents and visitors to that neighborhood and the adjacent City of Belle Meade.

9. Although the City and Cheekwood have entered into numerous agreements to address Cheekwood’s parking problems, none of those agreements addressed the traffic issues caused by Cheekwood’s visitors, nor until recently, had any of those agreements required Cheekwood to address and solve its parking problems.

10. Instead, those various agreements have permitted Cheekwood visitors to park in certain portions of Percy Warner Park, and the City permitted Cheekwood to build an access road across park property from Forest Park Drive to Cheekwood’s current main entrance. Upon information and belief, those agreements include at least the following documents: MOUs

dated 1981 (Ex 3-A), 1987 (Ex 3-B), and 1991 (Ex 3-C), letters dated 1978 (Ex 3-D), 1988 (Ex 3-E), a second letter dated 1988 (Ex 3-F), 1995 (Ex 3-G), 1996 (Ex 3-H), 2015 (Ex 3-I), 2018 (Ex 3-J), 2019 (Ex 3-K), 2020 (Ex 3-L), and 2024 (Ex 3-M) from the Director of Parks to the CEO of Cheekwood. The various documents are collectively attached as Exhibit 3.

11. In March of 2023, The City commissioned Kimley-Horn to conduct “the Belle Meade Highlands Mobility Design Survey,” in preparation for which Kimley-Horn produced the Task Order Proposal for Belle Meade Highlands Mobility Design Survey (“Task Order Proposal”). A copy of that document is attached as Exhibit 4.

12. This eventually culminated in Kimley-Horn publishing a deliverable on December 17, 2024 entitled “Belle Meade Highlands Design and Mobility Study Findings and Recommendations” (“Findings & Recommendations”). The Findings & Recommendations was meant to help determine alternate routes into Cheekwood that would alleviate the traffic, noise, and safety issues in the Belle Meade Highlands and adjacent neighborhoods that Cheekwood’s visitors cause. This document also resulted in various written deliverables. A copy of the Findings & Recommendations is attached as Exhibit 5.

13. In September 2024, prior to the release of the Findings & Recommendations, Kimley-Horn hosted an open house at the Warner Park Golf Course to update the public on the findings of its study. At the meeting, Kimley-Horn presented a Findings of Fact Presentation Board (“Findings of Fact”). A copy of the Findings of Fact is attached as Exhibit 6. The first “finding of fact” in that presentation, listed on page one, is that “a *majority* of peak neighborhood traffic demand is generated by Cheekwood, but Warner Park is also a factor.” (emphasis supplied). Subsequently, the Findings & Recommendations confirmed, on page 19, that traffic from Cheekwood visitors was the major source of the traffic, noise, and safety issues

that negatively impacted Cheekwood's neighbors in the Belle Meade Highlands and adjacent neighborhoods.

14. The Findings & Recommendations identified five alternate entrances to Cheekwood that it determined would alleviate the traffic, noise, and safety issues caused by Cheekwood's visitors. Exhibit 5 at 29.

15. One of the options identified in the Findings & Recommendations was to build a "shared" access road through Percy Warner Park on part of the Lea Gift that would begin at Highway 100 and terminate at Cheekwood's main entrance. Exhibit 5 at pages 29–30. That option was presented as a shared access even though the Findings & Recommendations confirmed that Cheekwood's visitors were responsible for the lion's share of the traffic, noise, and safety issues, meaning Cheekwood's visitors would be the primary user of the access road, and, hence, Cheekwood would be the primary beneficiary of the shared access road.

16. In January 2025, Kimley-Horn and the Metro Planning Commission issued the Belle Meade Highlands Design and Mobility Study Implementation Plan ("Implementation Plan"). A copy of the Implementation Plan is attached as Exhibit 7. The Implementation Plan reaffirmed that the shared access road that would run across the Lea Gift in Percy Warner Park was the preferred option. In an effort to help justify using Park property to assist a private party, the Implementation Plan urged "find[ing] a public interest in the establishment of a new State Route 100 access." Exhibit 7 at page 1.

17. The Implementation Plan further reveals that the primary purpose of the access road would be to benefit Cheekwood, as it contains a depiction of the access road that includes columns with inset plaques stating "Welcome to Cheekwood and Percy Warner Park." Exhibit 7 at page 26 (this image is also featured on page 32 of Exhibit 5).

18. After evaluating the options, the Findings & Recommendations’ ultimate recommendation was to “to adopt the Belle Meade Highlands Design and Mobility Study Implementation Plan and prioritize investigation of shared access to Highway 100.” The relevant page of the January 9, 2025 Commission Meeting Action Agenda (*see infra*) reflecting this is attached as Exhibit 8 at page 11; the relevant page of the Metro Planning Commission Staff Report is attached Exhibit 9 at 203.

B. The Planning Commission Votes to Prioritize the Option That Would Violate the Lea Deed.

19. Consistent with the Findings & Recommendations from December 17, 2024, at the January 9, 2025 Metropolitan Government of Nashville & Davidson County Planning Commission Meeting (“Commission Meeting”), the Commissioners decided “to adopt the Belle Meade Highlands Design and Mobility Study Implementation Plan and prioritize investigation of shared access to Highway 100.” The relevant page of the January 9, 2025 Commissioners’ Meeting Action Agenda is attached as Exhibit 8 at page 11. The relevant pages of the January 9, 2025 Commission Meeting Minutes are attached as Exhibit 10 at pages 82–95.

IV. The Need and Request for Declaratory Relief

20. The “shared” access road, if constructed, would primarily benefit Cheekwood, meaning that a portion of the Lea Gift would be put to “to any other use” than public park purposes in violation of the condition of the Lea Deed, which would result in the Title to the Lea Property “revert[ing] and revest[ing]” in the Plaintiffs, who are Luke Lea’s heirs and assigns.

21. Despite numerous discussions, the City refuses to affirm that constructing an access road through the Lea Gift primarily for the benefit of a private third party would violate the terms of the Lea Deed.

22. Moreover, on April 1, 2025, the City, through the Parks Department, entered into a Memorandum of Understanding (“2025 MOU”) with Cheekwood to address its short-term and long-term traffic and parking problems. The official 2025 MOU is not posted online, but the Parks Board Meeting Minutes from March 4, 2025, which discuss the contents of the MOU, are available. A copy of the relevant page of the March 2025 Parks Board Meeting Minutes is attached as Exhibit 11 at page 1.

23. The 2025 MOU imposes upon Cheekwood a strict timeline for designing and constructing a parking facility on its property that will accommodate all of Cheekwood’s visitors.

24. The design of the Cheekwood parking facility is at least in part dependent on the location of the new access road for Cheekwood’s visitors.

25. The deadlines the 2025 MOU impose on Cheekwood and the planning processes underway with the Nashville Department of Transportation provide a compelling reason why the dispute raised by this Complaint needs to be resolved by this Court as soon as practicable.

26. Further, on May 27, 2025, Cheekwood sent out an email to its distribution list announcing its Parking Pavillion & Welcome Plaza. A copy of that email is attached as Exhibit 12.

27. In this email, Cheekwood lays out a “strict timeline” for construction “to meet the construction milestones of our current agreement with Metro Parks.”

28. This email evinces that Cheekwood intends to push forward with construction, thus further underscoring that this case presents an actual and present controversy.

29. Because of the position the City has taken, a present and actual controversy exists as to whether the proposed access road through the Lea Gift property will, if constructed, violate the conditions of the Lea Deed.

V. Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Issue a Declaratory Judgment in favor of Plaintiffs that the proposed “shared” access road through Percy Warner Park on the Lea property would constitute “any other use” than a public park use, and as a result, would violate the terms of the Lea Deed;
2. Award Plaintiffs their costs and expenses incurred herein, including attorneys’ fees if authorized by law;
3. Award Plaintiffs such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/W. David Bridgers

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CERTIFICATE OF SERVICE

I hereby certify that a courtesy copy of the foregoing was emailed to the following on this
9th day of June, 2025:

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