



December 31, 2024

To: Ronald Colter Metro Department of Finance

Re: **4267 Ashland City Highway – Whites Creek Greenway  
Planning Commission Mandatory Referral 2024M-058AG-001  
Council District # 01 Joy Kimbrough 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 a greenway conservation easement and a participation agreement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Green Trails, LLC for greenway improvements at 4267 Ashland City Highway (Parcel No. 069060C04500CO) (Proposal No. 2024M-058AG-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.

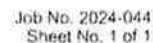
**Conditions that apply to this approval: none**

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, appearing to read "Lisa Milligan".

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



**EXHIBIT "A"**

**THE GREENWAY**



TENNESSEE STATE PLANE  
COORDINATE SYSTEM,  
ZONE 5301, FIPSZONE 4100,  
NAD 83 DATUM

**Total Curve Data**  
**Delta=08°28'01"**  
**R=8331.04'**  
**L=931.89'**  
**T=466.79'**  
**S51°46'51"E**  
**Chd.=931.05'**

Map 66-6 C - Parcel (45.00)  
**Eaton's Creek**  
 Recorded in Instrument No.  
**20231108-0087538 R.O.D.C., TN**  
**Future Development**

**Green Trails, LLC**  
Recorded in Instrument  
No. 20150922-0096451  
R.O.D.C., Tennessee

SBA PROPERTIES, INC  
COMMUNICATIONS  
EASEMENT  
Instrument No.  
20090209-001109  
R.O.C. TN

CONSERVATION  
GREENWAY EASEMENT  
Area = 128,445 S.F.  
on 3.95 Acres

**Scale: 1" = 100'**



GRAPHIC SCALE

**Point of Beginning  
Conservation  
Greenway Easement**

ASHLAND CITY HIGHWAY

five lanes

Parcel 60.00 - Tax Map 69  
**NASHVILLE NURSERY FARMS, LLC**  
 Instrument No. 20151102-0111351  
 R.O.D.C., Tennessee

CONSERVATION GREENWAY EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	126°23'03"	26.50'	52.44'	58.45'	S75°16'18"E	47.30'
C2	89°29'08"	12.50'	12.59'	19.52'	S56°49'20"E	17.60'
C3	5°04'10"	93.47'	51.93'	94.91'	N49°14'58"E	90.25'
C4	61°49'10"	66.52'	39.83'	71.77'	N49°11'33"E	68.34'
C5	01°34'11"	6331.04'	86.72'	173.44'	S48°20'56"E	173.43'

**4269 Ashland City Highway**

**Recorded in Instrument No.20231108-0087538 R.O.D.C., TN**

**1st COUNCILMANIC DISTRICT  
METROPOLITAN NASHVILLE,  
DAVIDSON COUNTY, TENNESSEE**

Scale : 1" = 100'

Job No. 2024-044  
Sheet No. 1 of 1

**LEGEND:**

- ☐ Iron Rod (Found)
- ☐ Iron Rod (Set)
- ☐ Sanitary Manhole
- ☐ Tite Hydrol
- ☐ Utility Pole
- ☐ Catch Basin
- ☐ Water Line
- ☐ Sanitary Sewer Line
- ☐ Storm Sewer Line
- ☐ Overhead Utility Line
- ☐ Public Access Easement
- ☐ Public Utility & Drainage Easement
- ☐ Regular Office, Davidson County
- ☐ Conservation Greenway Easement

**REV|SIONS:**

① By: T.M.F. - Date: 7-12-2024  
Revised the 12' Wide Bike Trail  
to 12' Wide Greenway Trail.



Prepared By:

**JTA**  
ENGINEERING, INC.  
3304 N. 1st Street, Suite 100  
Milwaukee, Wisconsin 53212  
Phone: (414) 491-0000

Revised: 6-25-2024  
 Drawn By: TMFuller  
 Checked By: JGTarrv

Conservation Greenway Easement Area = 128,445 S.F. or or 2.95 Acres ±

**EXHIBIT "C"**

**PLANS**



# FINAL SPECIFIC PLAN

## EATON CREEK COMMONS

### PHASE 2

**SP # 2018SP-057-003**  
**MAP 69, P/O PARCELS 111 AND PARCEL 84**  
**4269 ASHLAND CITY HIGHWAY**  
**NASHVILLE, DAVIDSON COUNTY, TENNESSEE**

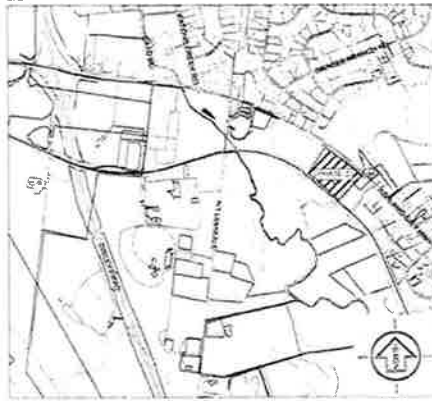
#### SHEET SCHEDULE:

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C1.1	OVERALL PHASING PLAN
C1.2	INITIAL SPEC PLAN
C2.0	SITE LAYOUT PLAN
C2.1	ASHLAND CITY HIGHWAY IMPROVEMENTS PLAN
C2.2	SCOT TRIANGLES
C2.3	ORIGINALLY FACED
C2.4	GRADING & DRAINAGE PLAN
C3.0	INTERVIEWS SPEC PLAN
C3.1	FINAL SPEC PLAN
C3.2	FLOODPLAIN DISTURBANCE SECTIONS
C4.0	OVERALL UTILITY PLAN
C4.1	WATER LINE A PLAN & PROFILE
C4.2	ASHLAND CITY HIGHWAY WATER LINE REPLACEMENT PLAN & PROFILE
C5.0	FRESHWATER & SEWERAGE PLAN & PROFILE
C5.1	EXISTING SEWER LINE PLAN & PROFILE
C5.2	SEWER LINE C PLAN & PROFILE
C5.3	STORM SYSTEM 30-32, 31, 33, 35, 31-36, 33, 35, 37, 38-39A PLAN & PROFILE
C5.4	STORM SYSTEM 40-42, 24, 21-25, 43-51 PLAN & PROFILE
C5.5	STORM SYSTEM 52-53 PLAN & PROFILE
C6.0	DETAILS SHEET
C6.1	DETAILS SHEET
C6.2	DETAILS SHEET
C6.3	DETAILS SHEET
C6.4	TOOT DETAIL SHEET
C6.5	TOOT DETAIL SHEET
A100	EATON CREEK SINGLE FAMILY 1 ELEVATIONS
A101	EATON CREEK SINGLE FAMILY 1 PERSPECTIVE VIEW
A102	EATON CREEK SINGLE FAMILY 2 ELEVATIONS
A103	EATON CREEK SINGLE FAMILY 2 PERSPECTIVE VIEW
A104	EATON CREEK TOWNHOMES 6 PLEX ELEVATIONS
A105	EATON CREEK TOWNHOMES 6 PLEX PERSPECTIVE VIEW
L1.0	OVERALL LANDSCAPE PLAN
L1.1	OPEN SPACE 1 LANDSCAPE ENLARGEMENT
L1.2	COURTYARD LANDSCAPE ENLARGEMENT
L1.3	ORIENTATION LANDSCAPE ENLARGEMENT
L2.0	LANDSCAPE DETAILS

#### PROJECT NOTES:

1. THE PURPOSE OF THIS FINAL SPEC IS TO PERMIT THE DEVELOPMENT OF 25 RESIDENTIAL UNITS IN PHASE 2 OF EATON CREEK COMMONS.
2. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 18-040 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
3. ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
4. "METRO" CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
5. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
6. ALL DRIVEWAY CULVERTS ARE TO BE PROVIDED SUFFICIENT & LINE NUMBER CROSSINGS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
7. INDIVIDUAL WATER & SEWER SERVICES ARE REQUIRED FOR EACH LOT.
8. SOLID WASTE PICKUP TO BE PROVIDED BY METRO.
9. ALL DEVELOPMENT TO BE COMPLETED IN TWO PHASES: PHASE 1 TO BE DEVELOPED FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021; PHASE 2 TO BE DEVELOPED FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021.
10. LANDSCAPING AND TREE DENSITY REQUIREMENTS PER METRO ZONING ORDINANCE.
11. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. FINAL DESIGN MAY VARY BASED ON FIELD CONDITIONS.
12. REQUIREMENTS FOR ELEVATIONS ARE ATTACHED AS EXHIBITS.
13. SITE CRAINS TO IMPAIRED WATERS (MILL CREEK).
14. ALL DRIVEWAY ACCESS SHALL BE A MINIMUM OF 2' FROM THE GARAGE DOOR.
15. THE FINAL SITE PLAN BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATING OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

#### SITE LOCATION MAP:



#### OWNER:

GREEN TRAILS LLC  
 2025 BERRY HILL DRIVE  
 NASHVILLE, TN 37208  
 (615) 281-4553

#### ENGINEER:

LAND SOLUTIONS COMPANY, LLC  
 2025 BERRY HILL DRIVE  
 NASHVILLE, TN 37208  
 CONTRACT NUMBER SPEC01  
 JENNIFER@LANDSOLUTIONSCO.NET  
 (615) 112-7497

#### WATER/SEWER:

METRO WATER SERVICES  
 1800 JING AVENUE SOUTH  
 NASHVILLE, TN 37208  
 (615) 866-6566

#### ELECTRIC SERVICE:

DAVIDSON ELECTRIC SERVICE (DES)  
 1214 C-HILL STREET  
 NASHVILLE, TENNESSEE 37208  
 (615) 747-5802

#### SITE DATA:

VAP & PARCEL MAP 69, P/O PARCELS 111 AND PARCEL 84  
 EXISTING ZONING: SR  
 PHASE 2 ACREAGE: 14.7 ACRES  
 TOTAL SITE ACREAGE: 22.30 ACRES  
 COUNCIL DISTRICT: 1  
 COUNCILPERSON: JON KIMBROUGH  
 REVENUE MAP: 4000002884 ZONE 2, DATE 04/15/17

#### SINGLE FAMILY (ATTACHED):

VIN LOT WIDTH: 44'  
 MIN. LOT SIZE: 5,283 SF  
 FRONT SETBACK: 20'  
 (20' ALONG ASHLAND CITY HIGHWAY)  
 SIDE SETBACK: 5' 15' AT CORNER  
 REAR SETBACK: 20'  
 LOTS 45-54, 66-73: 17 UNITS

#### SINGLE FAMILY (DETACHED):

MIN. LOT WIDTH: 12'  
 MIN. LOT SIZE: 2,000 SF  
 FRONT SETBACK: 10'  
 SIDE SETBACK: 5' 15' AT CORNERS  
 REAR SETBACK: 20'  
 LOTS 55-64: 12 UNITS

PHASE 1: 7.62 AC  
 LOT AREA: 3,371 AC  
 OVER SPACE AREA: 2.30 AC  
 ROW AREA: 1.02 AC  
 LOTS: 44  
 DENSITY: 2.0 UNITS / ACRE

PHASE 2: 14.7 AC  
 LOT AREA: 3.11 AC  
 OPEN SPACE AREA: 1.10 AC  
 ROW AREA: 0.6 AC  
 LOTS: 25  
 DENSITY: 2.0 UNITS / ACRE

TOTAL SITE: 22.30 AC  
 LOT AREA: 5.37 AC  
 OPEN SPACE AREA: 14.32 AC  
 ROW AREA: 1.58 AC  
 LOTS: 69  
 DENSITY: 3.3 UNITS / ACRE

PARKING REQUIRED:  
 40 SPACES (12 BR) 2.5 SPACES/UNIT X 17 UNITS = 42 SPACES  
 17 BR (2 BR) 2 SPACES/UNIT X 12 UNITS = 24 SPACES  
 TOTAL PARKING REQUIRED: 66 SPACES

PARKING PROVIDED:  
 22 TOWN-HOMES (1 CAR GARAGE AND SINGLE DRIVE)  
 12 UNITS X 2 SPACES/UNIT = 24 SPACES  
 44 LOTS (1 CAR GARAGE AND 1 CAR OR VEH) 17 UNITS X  
 4 SPACES/UNIT = 68 SPACES

ADDITIONAL PARKING PROVIDED: 21 SPACES  
 TOTAL PARKING: 113 SPACES



SP# 2018SP-057-003  
 SWG# 2023033873  
 MWS# 23WL0050 (2023033877)  
 MWS# 23SL01 (2023033885)



**ISLAND SOLUTIONS**  
 1005 BERRY HILL DRIVE, NASHVILLE, TN 37204

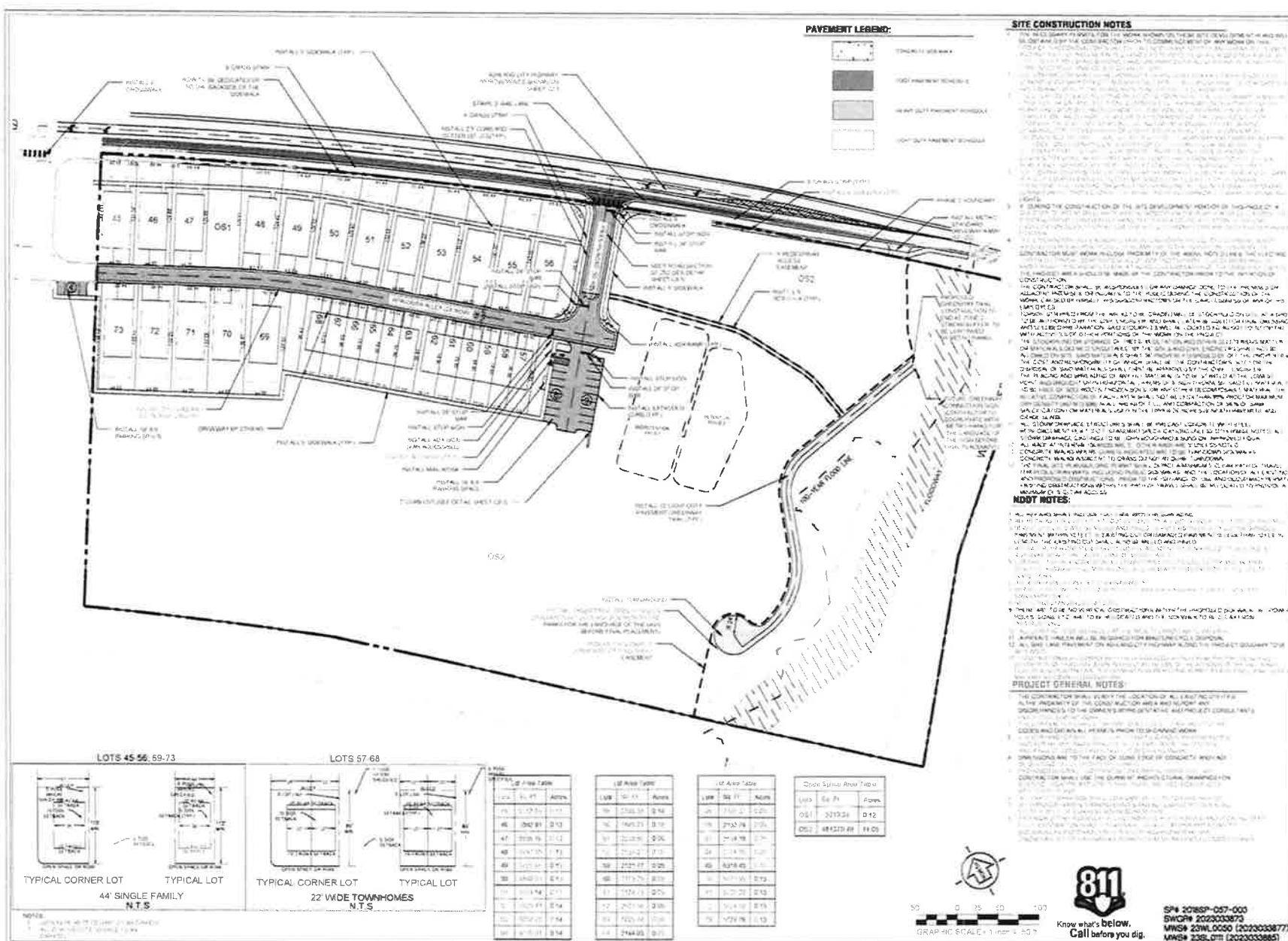
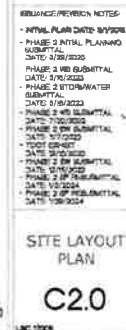
FINAL SPECIFIC PLAN  
 EATON CREEK COMMONS  
 PHASE 2  
 MAP 69, P/O PARCELS 111 AND PARCEL 84  
 4269 ASHLAND CITY HIGHWAY  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

- REFERENCE/REVISION NOTES
- 1. INITIAL PLAN DATE: 07/20/18
  - 2. PHASE 1 FINAL PLANNING SUBMITTAL DATE: 07/20/18
  - 3. PHASE 2 FINAL PLANNING SUBMITTAL DATE: 07/20/18
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  - 100. PHASE 2 FINAL PLANNING SUBMITTAL DATE: 07/20/18

COVER SHEET  
 C0.0

LSC 1008

**FLOODNOTE**  
 THIS PROJECT IS LOCATED IN A FLOOD HAZARD AREA OF MINOR FLOOD HAZARD. A FLOOD HAZARD MAP (FHA) FOR THE PROJECT AREA IS ATTACHED.





**ISLAND SOLUTIONS**  
25224 Baring Hill Drive, Gambell, TN 37704

PHASE 2  
MAP 68, P/O PARCEL 111 AND PARCEL 84  
4269 ASHLAND CITY HIGHWAY  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

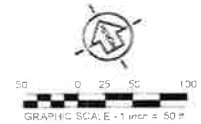
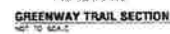
GREENWAY  
EASEMENT

### C2.3



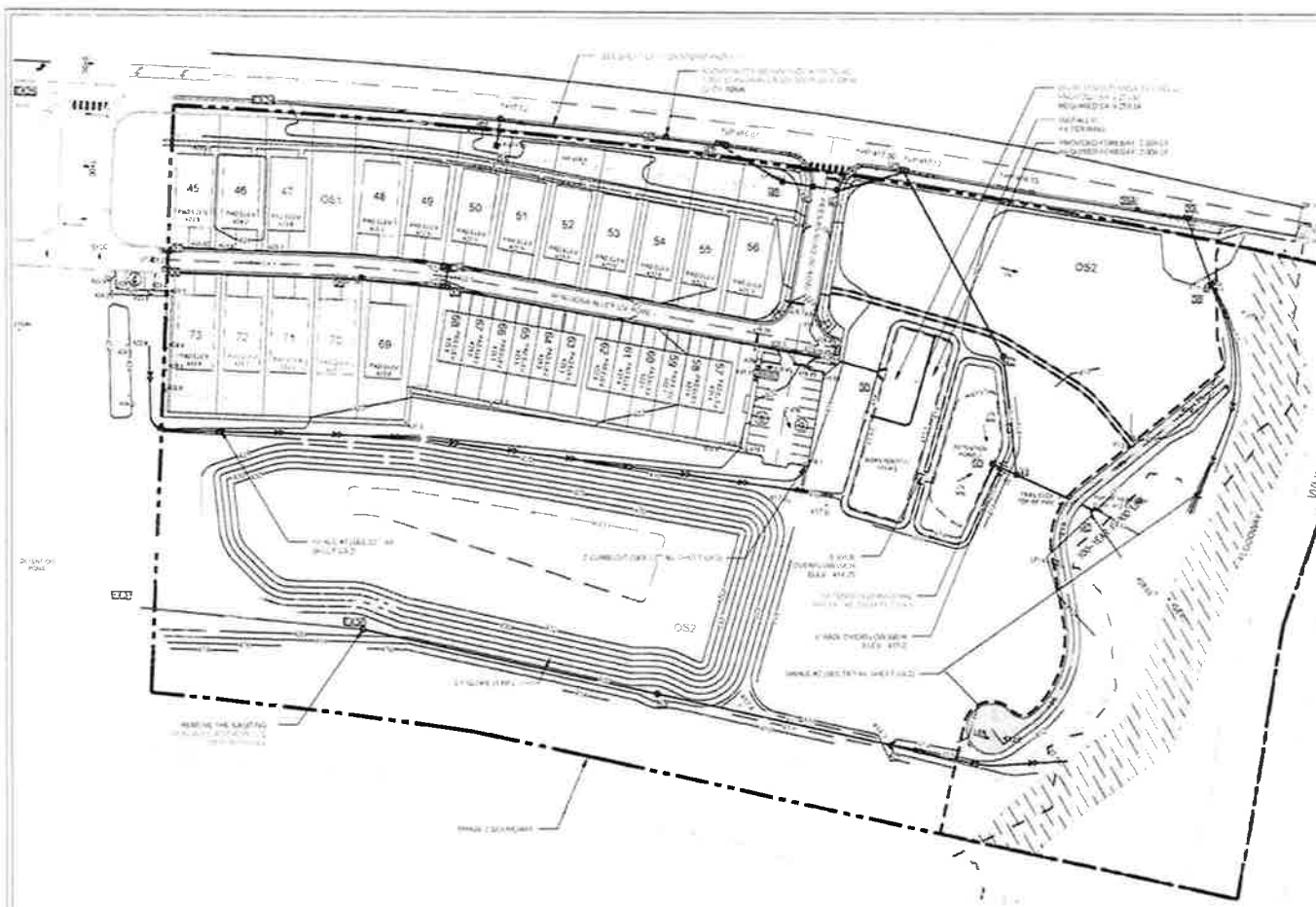
**LEGEND:**

Multi-Cellular and Tissue Level Organization



Know what's below.  
Call before you dig.

SF# 2086P-057-003  
SWCP# 2023033873  
MWS# 23WL0050 (2023033877)  
MWS# 23SL0111 (2023033885)

[illegible]

**PHOSPHOLIPID AND HYDRAULIC CATALYTIC FUNCTION AS A SUBSTRATE CONTAINS AN INHIBITOR**

The authors have been studying the effect of various phospholipids on the activity of the enzyme, phosphatidylcholine transferase (PC-TE), which is involved in the regulation of membrane fluidity. The results show that PC-TE is inhibited by the presence of certain phospholipids, particularly those containing a high proportion of unsaturated fatty acids. This inhibition is reversible and can be overcome by the addition of other phospholipids or by increasing the concentration of the enzyme.

The study was supported by the National Science Foundation Grant No. PCM80-12345.

Keywords: Phospholipids, Enzymes, Membrane Fluidity, Inhibition, Reversibility.

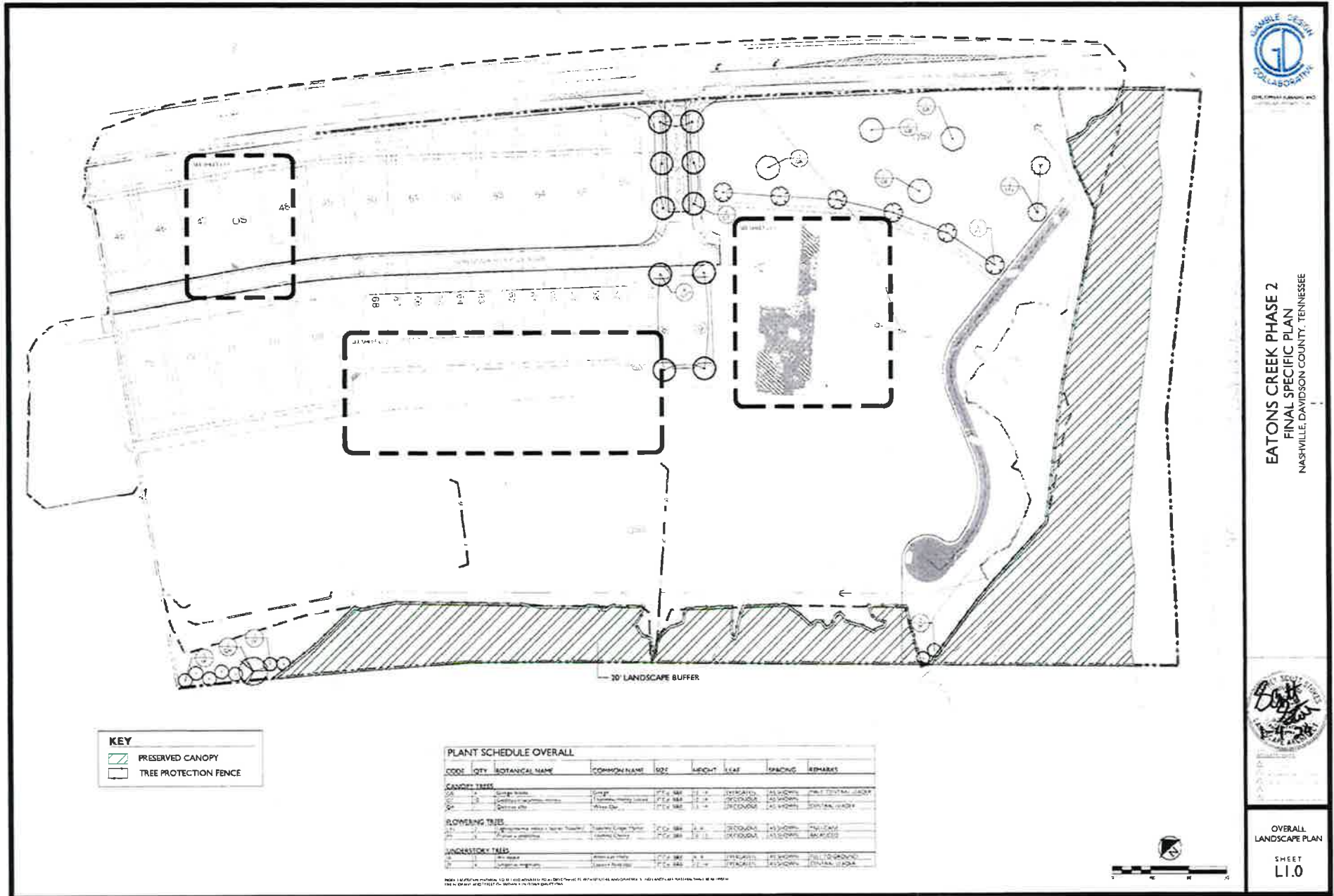
[illegible]

Know what's below.  
**Call** before you dig



GRAPHIC SCALE - 1 inch = 30 ft  
SP# 2078SP-057-000  
SWGP# 2023030873  
MWS# 23W1.0050 (2023030877)  
MWS# 23W1.0050 (2023030877)

LNC 000000



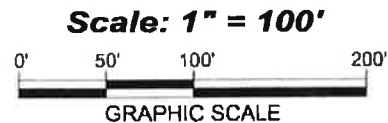
**EXHIBIT "D"**  
**MAINTENANCE**  
**AREA**

Drawing Name: DDC\_Landfill D-Rev1.dwg  
See: 2022-057 (5)



TENNESSEE STATE PLANE  
COORDINATE SYSTEM,  
ZONE 5301, FIPSZONE 4100,  
NAD 83 DATUM

**Total Curve Data**  
**Delta=08°26'01"**  
**R=6331.04'**  
**L=931.89'**  
**T=466.79'**  
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**Chd.=931.05'**



**45**

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Recorded in Instrument No. 20231108-0087538 R.O.D.C., TN  
Future Development

**Green Trails, LLC**  
Recorded in Instrument  
No. 20150922-0096431  
R.O.D.C., Tennessee

SHA PROPERTIES, INC.  
COMMUNICATIONS  
EASEMENT  
Instrument No. 20090209-0011109  
R.O.D.C., TN

**MAINTENANCE AREA**

Parcel 60.00 - Tax Map 59  
NASHVILLE NURSERY FARMS, LLC  
Instrument No. 20151102-0111351  
R.O.D.C., Tennessee

CONSERVATION GREENWAY EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	126°23'03"	26.50'	52.44'	58.45'	57°51'18"E	47.30'
C2	89°29'08"	12.50'	12.39'	19.52'	55°49'20"E	17.60'
C3	57°44'10"	93.47'	51.53'	94.19'	N49°14'58"E	90.25'
C4	61°49'10"	66.52'	39.63'	71.77'	N49°11'33"E	68.34'
C5	01°34'11"	6331.04'	85.72'	173.44'	S48°20'56"E	173.43'

# EXHIBIT "D"

## MAINTENANCE AREA

### HYDE'S LANDING

(Formerly: Eaton's Creek)

4267 Ashland City Highway  
Recorded in Instrument No. 20231108-0087538 R.O.D.C., TN  
1st COUNCILMANIC DISTRICT  
METROPOLITAN NASHVILLE,  
DAVIDSON COUNTY, TENNESSEE

Scale : 1" = 100'

#### LEGEND:

- Iron Rod (Found)
- Iron Rod (Set)
- Sanitary Manhole
- ▲ Fire Hydrant
- Utility Pole
- Catch Basin
- Meter Line
- Sanitary Sewer Line
- Storm Sewer Line
- Overhead Utility Line
- PAE Public Access Easement
- PUDC Public Utility & Drainage Easement
- R.O.D.C. Registrar Office, Davidson County
- Conservation Greenway Easement  
Area = 126,445 S.F. or ± 2.95 Ac.±

#### REVISIONS:

- ② By: T.M.F. Date: 7-12-2024  
Revised the 12' Wide Bike Trail to 12' Wide Greenway Trail.



Revised: 7-12-2024  
Drawn By: TMFuller  
Checked By: JGTerry

Job No. 2024-044  
Sheet No. 1 of 1

## AGREEMENT FOR GRANT OF EASEMENT

for

### CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the 8 day of November, 2024, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and **Green Trails, LLC**, property owner (herein referred to as Grantor).

**WHEREAS**, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

**WHEREAS**, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

**WHEREAS**, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

**WHEREAS**, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by this reference (herein referred to as "the Property"); and

**WHEREAS**, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated

incorporation and maintenance of the property as part of the Metro greenways system; and

**WHEREAS**, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

**WHEREAS**, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

**WHEREAS**, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement") to be located as more particularly shown on Exhibit A and Exhibit B attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:



a. To preserve and protect the conservation values of the Property;  
and

b. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

- a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
- b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
  - i. That the hours of public access of the Easement shall be from sunrise to sunset.
  - ii. That all persons utilizing the Easement area must remain on the pathway.
  - iii. That all pets of persons utilizing the pathway must be on a leash at all times.



iv. That the following activities shall be strictly prohibited:

1. consumption or possession of alcoholic beverages;
2. horseback riding;
3. unauthorized motor vehicles; ebikes are permitted as defined under applicable state law;
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. hunting;
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions without proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantor;
11. any unlawful activities.

4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

6. Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient

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

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

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

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

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a

leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

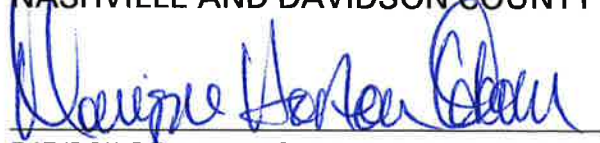
IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 8 day of November, 2024

GRANTOR:

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

  
02 Private Contractors, LLC

  
DIRECTOR, PARKS AND RECREATION

STATE OF Tennessee  
COUNTY OF Davidson

On this the 18<sup>th</sup> day of July, 2024, before me personally appeared Rick Deckbar, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

  
NOTARY PUBLIC

My Commission Expires: 3/9/2027

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )



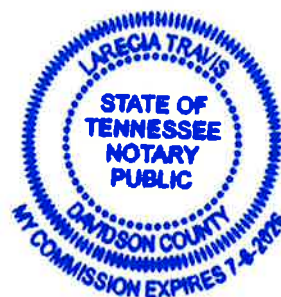
On this the 8<sup>th</sup> day of November, 2024, before me personally appeared Monique Horton Odom, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that he, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Larecia Travis  
NOTARY PUBLIC

My Commission Expires:

7/6/26



## EXHIBIT "A"

### Conservation Greenway Easement Description - Map 69-6 C - Parcel (45.00)

Being an irregularly shaped Conservation Greenway easement lying on and across Lot 45, as shown on the Final Plat entitled: Eaton's Creek as of record in Instrument Number 20231108-0087538 Registers' Office, Davidson County, Tennessee and being more particularly described as follows,

Beginning at a point in the center of Whites Creek in the Southerly Right-of-way line of Ashland City Highway ( 90' Public Right-of-way ). Said point being the most easterly property corner of Lot 45 as shown on the aforesaid Final Plat; thence, .

1. Leaving said Southerly Right-of-way line, with the center of Whites Creek, South 47 degrees 27 minutes 43 seconds West, 345.10 feet to a point in the center of the creek; thence,

2. Continuing with said creek centerline, South 38 degrees 30 minutes 48 seconds West, 264.25 feet to a point in the center of the creek, in the Northerly Right-of-way line of CSX Railroad ( 100' Charter Right-of-way ). Said point being the Southeasterly property corner of said Lot 45; thence,

3. Leaving the Whites Creek, with the Northerly Right-of-way line of CSX Railroad, North 48 degrees 27 minutes 49 seconds West, 288.39 feet to a point; thence,

4. Leaving said Northerly Right-of-way line, with a new though Lot 45, on which this easement lies, North 41 degrees 32 minutes 11 seconds East, 108.38 feet to a point; thence,

5. With a 26.50-foot radius curve to the right, an arc length of 58.45 feet to a point. Said curve has a chord bearing and distance of South 75 degrees 16 minutes 18 seconds East, 47.30 feet; thence,

6. With a 12.50-foot radius reverse curve to the left, an arc length of 19.52 feet to a point. Said curve has a chord bearing and distance of South 56 degrees 49 minutes 20 seconds East, 17.60 feet; thence,

7. With a 93.47-foot radius compound curve to the left an arc length of 94.19 to a point. Said curve has a chord bearing and distance of North 49 degrees 14 minutes 58 seconds East, 90.25 feet; thence,

8. North 19 degrees 30 minutes 41 seconds East, 65.97 feet to a point; thence,

9. With a 66.52-foot radius curve to the right, an arc length of 71.77 feet to a point. Said curve has a chord bearing and distance of North 49 degrees 11 minutes 33 seconds East, 68.34 feet; thence,

10. North 79 degrees 35 minutes 58 seconds East, 180.14 feet to a point; thence,

11. North 16 degrees 19 minutes 21 seconds East, 29.93 feet to a point; thence,
12. North 28 degrees 18 minutes 53 seconds East, 76.25 feet to a point; thence,
13. North 40 degrees 08 minutes 27 seconds East, 13.75 feet to a point in the Southerly Right-of-way line of Ashland City Highway; thence,
14. Southeastwardly, with said Southerly Right-of-way line, having a 6331.04-foot radius curve to the left, an arc length of 173.44 to the Point of Beginning. Said curve has a chord bearing and distance of South 48 degrees 20 minutes 56 seconds East, 173.43 feet. This Conservation Greenway Easement contains 128,445 Square Feet or 2.95 Acres more or less, as calculated from the above courses.

**PROPERTY TITLE REFERENCE:**

This Conservation Greenway Easement lies on and across the same property as conveyed to Green Trails, LLC by Warranty Deed from Jackson Street Missionary Baptist Church as of record in Instrument No. 20150922-0096451 Registers' Office, Davidson County, Tennessee.




Drawing Name: Eatons-Creek-Greenway Exhibit-Rev2.dwg (LS)



TENNESSEE STATE PLANE  
COORDINATE SYSTEM  
ZONE 5301 FIPSZONE 4°00'  
NAD 83 DATUM

Total Curve Data  
Delta=08°26'01"  
R=6331.04'  
L=931.89'  
T=466.79'  
S51°46'51"E  
Chd.=931.05'

Scale: 1" = 100'



GRAPHIC SCALE

Point of Beginning  
Conservation  
Greenway Easement

**45**  
Map 69-6 C - Parcel (45.00)  
**Eaton's Creek**  
Recorded in Instrument No.  
20231108-0087538 R.O.D.C., TN  
Future Development

**Green Trails, LLC**  
Recorded in Instrument  
No. 20150922-0096451  
R.O.D.C., Tennessee

SBA PROPERTIES, INC.  
COMMUNICATIONS  
EASEMENT  
Instrument No.  
20090209-0011109  
R.O.D.C., TN

CONSERVATION  
GREENWAY EASEMENT  
Area = 128,445 S.F.  
or 2.95 Acres ±

Parcel 20.00 - Tax Map 69  
NASHVILLE NURSERY FARMS, LLC  
Instrument No. 20151102-0111351  
R.O.D.C., Tennessee

CONSERVATION GREENWAY EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	126°23'03"	26.50'	52.44'	58.45'	S75°16'18"E	47.30'
C2	89°29'08"	12.50'	12.39'	19.52'	S56°49'20"E	17.60'
C3	57°44'10"	93.47'	51.53'	94.19'	N49°14'58"E	90.25'
C4	61°49'10"	66.52'	39.83'	71.77'	N49°11'33"E	68.34'
C5	01°34'11"	6331.04'	86.72'	173.44'	S48°20'56"E	173.43'

LEGEND:

- Iron Rod (Found)
- Iron Rod (Set)
- ⊙ Sanitary Manhole
- ⦿ Fire Hydrant
- ⊕ Utility Pole
- Catch Basin
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Overhead Utility Line
- PAE Public Access Easement
- PUDE Public Utility & Drainage Easement
- R.O.D.C. Registrar's Office, Davidson County
- Conservation Greenway Easement

REVISIONS:

① By: T.M.F. - Date: 6-12-2024  
Added the 12' Wide Bike Trail & the Storm Pipe & Headwall.

② By: T.M.F. - Date: 7-12-2024  
Revised the 12' Wide Bike Trail to 12' Wide Greenway Trail.



Prepared By:  
**JTA**  
LAND SURVEYING, INC.  
One N. Main Street, Suite 200  
Nashville, Tennessee 37203  
Phone: 615.259.1000

Revised: 7-12-2024  
Drawn By: TMFuller  
Checked By: JGTerry

**EXHIBIT "B"**  
**CONSERVATION GREENWAY EASEMENT**  
**LOT 45 - EATON'S CREEK**  
4269 Ashland City Highway  
Recorded in Instrument No. 20231108-0087538 R.O.D.C., TN  
1st COUNCILMANIC DISTRICT  
METROPOLITAN NASHVILLE,  
DAVIDSON COUNTY, TENNESSEE

Scale: 1" = 100'

Job No. 2024-044  
Sheet No. 1 of 1

Conservation Greenway Easement Area = 128,445 S.F. or 2.95 Acres ±

UPON RECORDING RETURN TO:

**GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS**

This **GREENWAY PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS** (this "Agreement") is made and entered into this 8 day of November, 2024 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Metro"), and Green Trails, LLC (Metro and Green Trails, LLC are sometimes collectively referred to as the "Parties".)

**BACKGROUND STATEMENT:**

A. Metro is the owner of an easement estate with respect to certain property which is a part of the Metro greenway system, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein (the "Greenway"), as evidenced by the Agreement for Grant of Easement for Conservation Greenway, dated \_\_\_\_\_ and recorded as Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

B. Green Trails, LLC is the owner of that certain parcel of real property more particularly described on **Exhibit "B"**, attached hereto and incorporated herein

C. Pursuant to the terms and conditions of this Agreement, Green Trails, LLC proposes to assist Metro in the construction of improvements within a portion of the Greenway (the "Greenway Improvements"), as such improvements are shown on the plans and specifications attached hereto as **Exhibit "C"** (the "Plans") and the ongoing care and maintenance of the Greenway Improvements in a certain area, as shown on **Exhibit "D"** (the "Maintenance Area").

For good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. Right of Entry. Green Trails, LLC is hereby granted the right to enter the Greenway to perform the construction of the Greenway Improvements and to perform any and all activities necessary to operate and maintain the Greenway Improvements in the Maintenance Area.

2. Duties of Construction and Maintenance. Green Trails, LLC agrees to construct the Greenway Improvements in accordance with the Plans. From and after the completion of the Greenway Improvements, Green Trails, LLC will keep, maintain, repair and replace, as necessary, the Greenway Improvements within the Maintenance Area in good order, condition and state of repair, at the expense of Green Trails, LLC. Whenever Green Trails, LLC performs any construction or maintenance required under this Agreement, the work will be done expeditiously and in a good, lien free and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes, and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

3. Insurance. During the life of this Agreement, Green Trails, LLC shall obtain and furnish to Metro an insurance certificate, evidencing a policy or policies of Commercial General Liability Insurance that is in effect providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00) combined single limit, which shall name Metro as an additional insured.

4. Notices. All notices required or permitted to be given under this Agreement will be given personally, by overnight courier, or by certified mail, return receipt requested. Such notices will be deemed effectively received upon receipt, if personally delivered, one (1) day after the deposit with a reputable overnight courier, or three (3) days after the deposit with the United States mail, postage prepaid.

All notices given to Metro will be at the following address:

5. Run with the Land; Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee. The rights, easements and obligations established in this Agreement will run with the Maintenance Area. This Agreement is and will be binding upon Metro, its successors in title and upon Green Trails, LLC and its successors and assigns and successors in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

6. List of Exhibits. The following exhibits are attached to and made a part of this Agreement:

**Exhibit A: The Greenway**

**Exhibit B: Green Trails, LLC Property**

**Exhibit C: The Plans**

**Exhibit D: Maintenance Area**

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 8 day of November, 2024

METRO:

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON  
COUNTY

By:

Name:

Title:

Monique Horton Odum  
Monique Horton Odum  
Director

Green Trails, LLC:

By:

Name:

Title:

[Signature]  
[Signature]  
Chris Munn / President

STATE OF TENNESSEE )  
 )  
COUNTY OF DAVIDSON )

On this the 8th day of November, 2024, before me personally appeared Monique Horton Odum, who acknowledged himself to be the Director of **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Larecia Travis  
NOTARY PUBLIC

My Commission Expires:

7/6/26



STATE OF TENNESSEE     )  
COUNTY OF DAVIDSON    )

Personally appeared before me, Susan Gorman, a Notary Public of said county and state,  
Rick Duckbar, the Care Manager of Green Trails LLC, a TN limited liability company, the  
within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence),  
and who acknowledged that he executed the within instrument for the purposes therein contained by signing the  
name of the company by himself as Chief Manager.

Witness my hand and seal, at office, this 18<sup>th</sup> day of July, 2024.

My Commission Expires: 3/1/2027 Susan E. Gorman  
Notary Public



**EXHIBIT "A"**

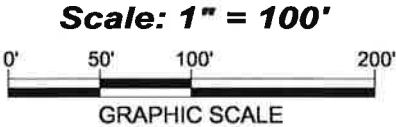
**THE GREENWAY**

Drawing Name: DOC\_Exhibit A-Rev1.dwg  
See: 2022-657 (LS)



TENNESSEE STATE PLANE  
COORDINATE SYSTEM,  
ZONE 5301, FIPSZONE 4100,  
NAD 83 DATUM

Total Curve Data  
Delta=08°26'01"  
R=6331.04'  
L=931.89'  
T=466.79'  
S51°46'51"E  
Chd.=931.05'



Point of Beginning  
Conservation  
Greenway Easement

**45**  
Map 69-6 C - Parcel (45.00)  
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SBA PROPERTIES, INC.  
COMMUNICATIONS  
EASEMENT  
Instrument No.  
20090209-001109  
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CONSERVATION  
GREENWAY EASEMENT  
Area = 128,445 S.F.  
or 2.95 Acres ±

Parcel 60.00 - Tax Map 69  
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Instrument No. 20151102-0111551  
R.O.D.C., Tennessee

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CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	126°23'03"	26.50'	52.44'	58.45'	S75°16'18"E	47.30'
C2	89°29'08"	12.50'	12.39'	19.52'	S56°49'20"E	17.60'
C3	57°44'10"	93.47'	51.53'	94.19'	N49°14'58"E	90.25'
C4	61°49'10"	66.52'	39.83'	71.77'	N49°11'33"E	68.34'
C5	01°34'11"	6331.04'	86.72'	173.44'	S48°20'56"E	173.43'

LEGEND:

- Iron Rod (Found)
- Iron Rod (Set)
- Sanitary Manhole
- Fire Hydrant
- Utility Pole
- Catch Basin
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Overhead Utility Line
- PAE — Public Access Easement
- PUDE — Public Utility & Drainage Easement
- R.O.D.C. — Registers Office, Davidson County
- Conservation Greenway Easement

REVISIONS:

- ① By: T.M.F. - Date: 7-12-2024  
Revised the 12' Wide Bike Trail  
to 12' Wide Greenway Trail.



Revised: 6-25-2024  
Drawn By: TMFuller  
Checked By: JGTerry

Scale : 1" = 100'

Job No. 2024-044  
Sheet No. 1 of 1

Conservation Greenway Easement Area = 128,445 S.F. or 2.95 Acres ±



**EXHIBIT "A"**  
**CONSERVATION GREENWAY EASEMENT**  
**LOT 45 - EATON'S CREEK**  
**4269 Ashland City Highway**  
**Recorded in Instrument No.20231108-0087538 R.O.D.C., TN**  
**1st COUNCILMANIC DISTRICT**  
**METROPOLITAN NASHVILLE,**  
**DAVIDSON COUNTY, TENNESSEE**

**EXHIBIT "B"**

**PROPERTY**

**DEED**



<p style="text-align: center;"><b>WARRANTY DEED</b></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Davidson County    <b>DEEDWARR</b>  Recvd: 09/22/15 15:36    3 pgs  Fees: 18.00 Taxes: 736.30  <b>20150922-0096451</b></p> </div>	<p style="text-align: center;"><b>STATE OF TENNESSEE COUNTY OF DAVIDSON</b></p> <p>THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER <u>\$199,000.00</u></p> <p style="text-align: center;"><i>[Signature]</i> Affiant</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>18<sup>th</sup></u> DAY OF SEPTEMBER, 2015.</p> <p>MY COMMISSION EXPIRES: _____ (AFFIX SEAL)</p> <div style="text-align: right;">  </div>	
<p><b>THIS INSTRUMENT WAS PREPARED BY</b></p> <div style="text-align: center;">   <b>LOGOS REALTY CLOSING SERVICES, INC.</b>  <small>CLOSING AND TITLE COMPANY</small> </div> <p><b>215 2<sup>ND</sup> Ave North, Suite 200, Nashville, TN 37201</b></p>		
<p>ADDRESS OF NEW OWNER: AS FOLLOWS</p> <p style="text-align: center;"><b>Green Trails, LLC</b></p>	<p>SEND TAX BILLS TO:</p> <p style="text-align: center;"><b>Green Trails, LLC</b></p>	<p>MAP-PARCEL NUMBERS</p> <p style="text-align: center;">069-00-0-084.00 069-00-0-111.00 069-00-0-085.00 069-00-0-112.00</p>
<p>(NAME)</p> <p style="text-align: center;"><b>2925 Berry Hill Drive</b></p>	<p>(NAME)</p> <p style="text-align: center;"><b>2925 Berry Hill Drive</b></p>	
<p>(ADDRESS)</p> <p style="text-align: center;"><b>Nashville, TN 37204</b></p>	<p>(ADDRESS)</p> <p style="text-align: center;"><b>Nashville, TN 37204</b></p>	
<p>(CITY)    (STATE)    (ZIP)</p>	<p>(CITY)    (STATE)    (ZIP)</p>	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HERINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, **Jackson Street Missionary Baptist Church**, HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Green Trails, LLC**, HEREINAFTER CALLED THE GRANTEE(S), THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

TRACT I:

LAND IN THE 13TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF WHITES CREEK, SAID POINT BEING ON THE SOUTHERLY MARGIN OF HYDES FERRY PIKE (TENNESSEE STATE HIGHWAY 12), SAID POINT BEING ALSO 40 FEET FROM THE CENTER LINE OF HYDES FERRY PIKE; THENCE WITH THE ORIGINAL CATO BOUNDARY LINE, WITH THE MEANDERS OF THE CENTER LINE OF WHITE CREEK DOWNSTREAM, IN A SOUTHERLY AND WESTERLY DIRECTION A DISTANCE OF 1515 FEET, MORE OR LESS, TO AN IRON PIN; THENCE LEAVING SAID CREEK, NORTH 4° 16' WEST A DISTANCE OF 461.1 FEET TO A POINT; THENCE NORTH 26° 26' EAST A DISTANCE OF 860.3 FEET TO A POINT ON THE SOUTHERLY MARGIN OF HYDES FERRY PIKE, SAID POINT BEING 40 FEET FROM THE CENTER OF SAID PIKE; THENCE IN A SOUTHEASTERLY DIRECTION AND WITH THE SAID SOUTHERLY MARGIN AROUND A 6326.2 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 792.57 FEET TO A WITNESS IRON PIN; THENCE CONTINUING IN THE SAME DIRECTION AND WITH THE SAME CURVE A DISTANCE OF 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 15.6 ACRES, MORE OR LESS. INCLUDED IN THE DESCRIPTION BUT EXCLUDED FROM THE ACREAGE ARE 1.7 ACRES MORE OR LESS IN A 100-FOOT RIGHT OF WAY OF THE TENNESSEE CENTRAL RAILROAD.

TRACT II:

LAND IN DAVIDSON COUNTY, TENNESSEE LOCATED ON THE SOUTHERLY SIDE OF HYDES FERRY PIKE AND BEING PART OF THE PROPERTY CONVEYED TO H. H. CHITWOOD TRUSTEE AS RECORDED IN BOOK 4100, PAGE 355 AND BOOK 5112, PAGE 129 IN THE REGISTER'S OFFICE FOR SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED IN THE SOUTHERN MARGIN OF HYDES FERRY PIKE, SAID PIN ALSO BEING 872.37 FEET NORTHWEST OF THE CENTERLINE OF WHITES CREEK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE F. A. HAILEY PROPERTY; THENCE LEAVING SAID RIGHT-OF-WAY S32° 30' 25" W 857.22 FEET TO AN IRON PIN; THENCE N82° 27' W 347.21 FEET TO AN IRON PIN; THENCE N 32° 30' 25" E 1014.19 FEET TO AN IRON PIN IN THE SOUTHERN RIGHT-OF-WAY MARGIN OF HYDES FERRY PIKE; THENCE WITH THE CHORD OF A CURVE HAVING A RADIUS OF 6326.2 FEET ANT) AN INTERIOR ANGLE OF 2° 51' 78" S 55° 35' 18" E 314.96 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 6.77 ACRES MORE OR LESS. INCLUDED IN THE ABOVE DESCRIPTION BUT EXCLUDED FROM THE ACREAGE AND THIS CONVEYANCE ARE 0.72 ACRES MORE OR LESSIN THE 100 FEET RIGHT- OF- WAY OF THE FOLLOWING ILLINOIS CENTRAL GULF RAILROAD. BEING THE SAME PROPERTY CONVEYED TO JACKSON STREET MISSIONARY BAPTIST CHURCH BY QUITCLAIM DEED FROM FRANCES A. HAILEY OF RECORD AS INSTRUMENT NO. 20070621-0074132 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being the same property conveyed to JACKSON STREET MISSIONARY BAPTIST CHURCH, by deed from FRANCES A. HAILEY, A SINGLE PERSON of record as Instrument No. 20070621-0074132, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed by my hand this 18<sup>th</sup> Day of September 2015.

**SELLER:**

**Jackson Street Missionary Baptist Church**

Allen Shannon, Trustee  
Allen Shannon, Trustee

JoAnne H. Harris, Trustee  
JoAnne H. Harris, Trustee

Rufus Bronaugh, Trustee  
Rufus Bronaugh, Trustee

Jasmine Baynham, Trustee  
Jasmine Baynham, Trustee

Pamela Kirkpatrick, Trustee  
Pamela Kirkpatrick, Trustee

Evelyn S. Means, Trustee  
Evelyn S. Means, Trustee

STATE of Tennessee  
COUNTY of Davidson

Personally appeared before me; the undersigned, a Notary Public in and for said County and State, the within named Allen Shannon, JoAnne H. Harris, Rufus Bronaugh, Jasmine Baynham, Pamela Kirkpatrick and Evelyn S. Means as Trustees of Jackson Street Missionary, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledge that they executed the within instrument for the purposes therein contained as such Trustees.

Witness my hand and Official Seal this 18 Day of Sept. 2015.

Max J. Rucker  
Notary Public

MAR 08 2016

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



Certificate of Authenticity

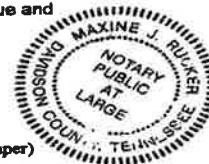
I, Jennifer C. Cole do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jennifer C. Cole  
Signature

State of TENNESSEE  
County of DAVIDSON

Personally appeared before me, Maxine J. Rucker, a notary public for this county and state, Jennifer C. Cole who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Maxine J. Rucker  
Notary's Signature



My Commission Expires: MAR 08 2016

Notary's Seal (If on paper)

**EXHIBIT "C"**

**PLANS**

# FINAL SPECIFIC PLAN

## EATON CREEK COMMONS

### PHASE 2

SP # 2018SP-057-003

MAP 69, P/O PARCELS 111 AND PARCEL 84  
4269 ASHLAND CITY HIGHWAY  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

#### SHEET SCHEDULE:

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C1.1	OVERALL PHASING PLAN
C1.2	INITIAL EPSC PLAN
C2.0	SITE LAYOUT PLAN
C2.1	ASHLAND CITY HIGHWAY IMPROVEMENTS PLAN
C2.2	SIGHT TRIANGLES
C2.3	GREENWAY EASEMENT
C3.0	GRADING & DRAINAGE PLAN
C3.1	INTERMEDIATE EPSC PLAN
C3.2	FINAL EPSC PLAN
C3.3	FLOODPLAIN DISTURBANCE SECTIONS
C4.0	OVERALL UTILITY PLAN
C4.1	WATER LINE A PLAN & PROFILE
C4.2	ASHLAND CITY HIGHWAY WATER LINE REPLACEMENT PLAN & PROFILE
C5.1	FRIESIAN ROAD & APALOGA PLAN & PROFILE
C5.2	EXISTING SEWER LINE PLAN & PROFILE
C5.3	SEWER LINE C PLAN & PROFILE
C7.1	STORM SYSTEM 30-32, 31, 33-35, 31-36, 33, 35-37, 38-39A PLAN & PROFILE
C7.2	STORM SYSTEM 40-EX24, 41-50, 49-51 PLAN & PROFILE
C7.3	STORM SYSTEM 50-EX31 PLAN & PROFILE
C8.0	DETAILS SHEET
C8.1	DETAILS SHEET
C8.2	DETAILS SHEET
C8.3	DETAILS SHEET
C8.4	TDOT DETAILS SHEET
C8.5	TDOT DETAILS SHEET
A300	EATON CREEK SINGLE FAMILY 1 ELEVATIONS
A300	EATON CREEK SINGLE FAMILY 1 PERSPECTIVE VIEW
A300	EATON CREEK SINGLE FAMILY 2 ELEVATIONS
A300	EATON CREEK SINGLE FAMILY 2 PERSPECTIVE VIEW
A300	EATON CREEK TOWN-HOMES 6-PLEX ELEVATIONS
A300	EATON CREEK TOWN-HOMES 6-PLEX PERSPECTIVE VIEW
L1.0	OVERALL LANDSCAPE PLAN
L1.1	OPEN SPACE 1 LANDSCAPE ENLARGEMENT
L1.2	COURTYARD LANDSCAPE ENLARGEMENT
L1.3	BIORETENTION LANDSCAPE ENLARGEMENT
L2.0	LANDSCAPE DETAILS

#### PROJECT NOTES:

1. THE PURPOSE OF THIS FINAL SP IS TO PERMIT THE DEVELOPMENT OF 29 RESIDENTIAL UNITS IN PHASE 2 OF EATON CREEK COMMONS.
2. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-640 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
3. ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
4. WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
5. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
6. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO RIGHT OF WAY: 3'x15" CMP).
7. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT & UNENCUMBERED INGRESS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
8. INDIVIDUAL WATER AND SANITARY SEWER SERVICES ARE REQUIRED FOR EACH LOT.
9. SOLID WASTE PICKUP TO BE PROVIDED BY METRO.
10. ALL DEVELOPMENT TO BE COMPLETED IN TWO PHASES: PHASE 1 TO BE DEVELOPED FROM FEBRUARY 1, 2020 - JANUARY 31, 2021; PHASE 2 TO BE DEVELOPED FROM OCTOBER 1, 2020 - SEPTEMBER 31, 2021.
11. LANDSCAPING AND TREE DENSITY REQUIREMENTS PER METRO ZONING ORDINANCE.
12. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. FINAL DESIGN MAY VARY BASED ON FIELD CONDITIONS.
13. RENDERINGS FOR ELEVATIONS ARE ATTACHED AS EXHIBITS.
14. SITE DRAINS TO IMPAIRED WATERS (MILL CREEK).
15. ALL DRIVEWAY ACCESS SHALL BE A MINIMUM OF 20' FROM THE GARAGE DOOR.
16. THE FINAL SITE PLAN BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

#### FLOODNOTE

THIS PROPERTY IS LOCATED IN A ZONE X AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FEMA MAP #17031C00228H DATED APRIL 5, 2017.

#### SITE LOCATION MAP:



#### SITE DATA:

MAP & PARCEL MAP 69, P/O PARCEL 111 AND PARCEL 84  
EXISTING ZONING: SP  
PHASE 2 ACREAGE: 14.7 ACRES  
TOTAL SITE ACREAGE: 22.30 ACRES  
COUNCIL DISTRICT: 1  
COUNCIL PERSON: JOY KIMBROUGH  
FEMA MAP: 47031C00228H, ZONE X, DATED 4/5/17

SINGLE FAMILY (DETACHED)  
MIN LOT WIDTH: 44'  
MIN LOT SIZE: 5,385 SF  
FRONT SETBACK: 15' (20' ALONG ASHLAND CITY HIGHWAY)  
SIDE SETBACK: 5' / 15' AT CORNERS  
REAR SETBACK: 20'  
LOTS: 45-56, 69-73, 17 UNITS

SINGLE FAMILY (ATTACHED)  
MIN LOT WIDTH: 22'  
MIN LOT SIZE: 2,000 SF  
FRONT SETBACK: 15'  
SIDE SETBACK: 5' / 15' AT CORNERS  
REAR SETBACK: 20'  
LOTS: 57-68, 12 UNITS

PHASE 1: 7.62 AC  
LOT AREA: 3,271 AC  
OPEN SPACE AREA: 3.30 AC  
ROW AREA: 1.05 AC  
UNITS: 44  
DENSITY: 5.8 UNITS / ACRE

PHASE 2: 14.7 AC  
LOT AREA: 3.1 AC  
OPEN SPACE AREA: 11.0 AC  
ROW AREA: 0.6 AC  
UNITS: 29  
DENSITY: 2.0 UNITS / ACRE

TOTAL SITE: 22.32 AC  
LOT AREA: 6,371 AC  
OPEN SPACE AREA: 14.30 AC  
ROW AREA: 1.65 AC  
UNITS: 73  
DENSITY: 3.3 UNITS / ACRE

PARKING REQUIRED:  
45-56, 69-73 (3 BR): 2.5 SPACES/UNIT X 17 UNITS = 43 SPACES  
57-68 (2 BR): 2 SPACES/UNIT X 12 UNITS = 24 SPACES  
TOTAL PARKING REQUIRED: 67 SPACES

PARKING PROVIDED:  
22' TOWN-HOMES (1' CAR GARAGE AND SINGLE DRIVE): 12 UNITS X 2 SPACES/UNIT = 24 SPACES  
44' LOTS (2' CAR GARAGE AND 2' CAR DRIVE): 17 UNITS X 4 SPACES/UNIT = 68 SPACES

ADDITIONAL PARKING PROVIDED: 21 SPACES

TOTAL PARKING: 113 SPACES



Know what's below.  
Call before you dig.

SP# 2018SP-057-003  
SWGP# 2023033873  
MWS# 23WL0050 (2023033877)  
MWS# 23BL0111 (2023033885)



FINAL SPECIFIC PLAN  
EATON CREEK COMMONS  
PHASE 2

MAP 69, P/O PARCEL 111 AND PARCEL 84  
4269 ASHLAND CITY HIGHWAY  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

REVISION/REVISION NOTES  
- INITIAL PLAN DATE: 8/15/2018  
- PHASE 1 INITIAL PLANNING SUBMITTAL DATE: 3/15/2023  
- PHASE 2 INITIAL PLANNING DATE: 3/15/2023  
- PHASE 2 STORMWATER SUBMITTAL DATE: 8/15/2023  
- PHASE 2 WB SUBMITTAL DATE: 7/20/2023  
- PHASE 2 SW SUBMITTAL DATE: 8/15/2023  
- PHASE 2 SW SUBMITTAL DATE: 8/15/2023  
- PHASE 2 SW SUBMITTAL DATE: 8/15/2023  
- PHASE 2 SW SUBMITTAL DATE: 8/15/2023

COVER SHEET

C0.0

LSC 1008

# FINAL SPECIFIC PLAN

## EATON CREEK COMMONS

### PHASE 2

SP # 2018SP-057-003

MAP 69, P/O PARCELS 111 AND PARCEL 84  
4269 ASHLAND CITY HIGHWAY  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

#### SHEET SCHEDULE:

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C1.1	OVERALL PHASING PLAN
C1.2	INITIAL EPSC PLAN
C2.0	SITE LAYOUT PLAN
C2.1	ASHLAND CITY HIGHWAY IMPROVEMENTS PLAN
C2.2	SIGHT TRIANGLES
C2.3	GREENWAY EASEMENT
C3.0	GRADING & DRAINAGE PLAN
C3.1	INTERMEDIATE EPSC PLAN
C3.2	FINAL EPSC PLAN
C3.3	FLOODPLAIN DISTURBANCE SECTIONS
C4.0	OVERALL UTILITY PLAN
C4.1	WATER LINE A PLAN & PROFILE
C4.2	ASHLAND CITY HIGHWAY WATER LINE REPLACEMENT PLAN & PROFILE
C5.1	FRIESIAN ROAD & APALOOSA PLAN & PROFILE
C6.1	EXISTING SEWER LINE PLAN & PROFILE
C6.2	SEWER LINE C PLAN & PROFILE
C7.1	STORM SYSTEM 30-32, 31, 33-35, 31-36, 33, 35-37, 38-39A PLAN & PROFILE
C7.2	STORM SYSTEM 40-EX24, 41-50, 49-51 PLAN & PROFILE
C7.3	STORM SYSTEM 50-EX31 PLAN & PROFILE
C8.0	DETAILS SHEET
C8.1	DETAILS SHEET
C8.2	DETAILS SHEET
C8.3	DETAILS SHEET
C8.4	TDOT DETAILS SHEET
C8.5	TDOT DETAILS SHEET
A300	EATON CREEK SINGLE FAMILY 1 ELEVATIONS
A900	EATON CREEK SINGLE FAMILY 1 PERSPECTIVE VIEW
A300	EATON CREEK SINGLE FAMILY 2 ELEVATIONS
A900	EATON CREEK SINGLE FAMILY 2 PERSPECTIVE VIEW
A300	EATON CREEK TOWNHOMES 6-PLEX ELEVATIONS
A900	EATON CREEK TOWNHOMES 6-PLEX PERSPECTIVE VIEW
L1.0	OVERALL LANDSCAPE PLAN
L1.1	OPEN SPACE 1 LANDSCAPE ENLARGEMENT
L1.2	COURTYARD LANDSCAPE ENLARGEMENT
L1.3	BIORETENTION LANDSCAPE ENLARGEMENT
L2.0	LANDSCAPE DETAILS

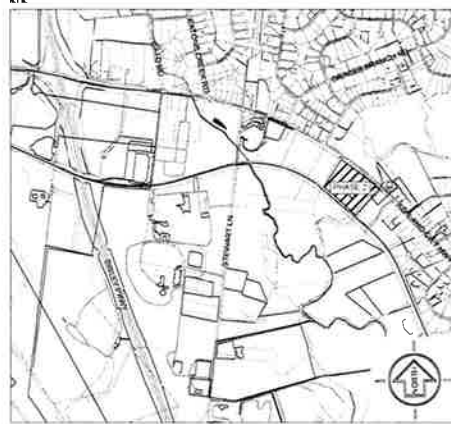
#### PROJECT NOTES:

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2. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
3. ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
4. WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
5. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
6. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO RIGHT OF WAY IS 15" CMP).
7. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT & UNENCUMBERED INGRESS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
8. INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICES ARE REQUIRED FOR EACH LOT.
9. SOLID WASTE PICKUP TO BE PROVIDED BY METRO.
10. ALL DEVELOPMENT TO BE COMPLETED IN TWO PHASES: PHASE 1 TO BE DEVELOPED FROM FEBRUARY 1, 2020 - JANUARY 31, 2021; PHASE 2 TO BE DEVELOPED FROM OCTOBER 1, 2020 - SEPTEMBER 31, 2021.
11. LANDSCAPING AND TREE DENSITY REQUIREMENTS PER METRO ZONING ORDINANCE.
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13. RENDERINGS FOR ELEVATIONS ARE ATTACHED AS EXHIBITS.
14. SITE DRAINS TO IMPAIRED WATERS (MILL CREEK).
15. ALL DRIVEWAY ACCESS SHALL BE A MINIMUM OF 20' FROM THE GARAGE DOOR.
16. THE FINAL SITE PLAN BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

#### FLOODNOTE

THIS PROPERTY IS LOCATED IN A ZONE X AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FEMA MAP 17031C0278H DATED APRIL 5, 2017.

#### SITE LOCATION MAP:



#### SITE DATA:

MAP & PARCEL: MAP 69, P/O PARCEL 111 AND PARCEL 84  
EXISTING ZONING: SP  
PHASE 2 ACREAGE: 14.7 ACRES  
TOTAL SITE ACREAGE: 22.30 ACRES  
COUNCIL DISTRICT: 1  
COUNCILPERSON: JOY KIMBROUGH  
FEMA MAP: 4703/C0278H, ZONE X, DATED 4/5/17

SINGLE FAMILY (DETACHED)  
MIN LOT WIDTH: 44'  
MIN LOT SIZE: 5,280 SF  
FRONT SETBACK: 19' (20' ALONG ASHLAND CITY HIGHWAY)  
SIDE SETBACK: 5' / 15' AT CORNERS  
REAR SETBACK: 20'  
LOTS: 45-56, 69-73, 17 UNITS

SINGLE FAMILY (ATTACHED)  
MIN LOT WIDTH: 22'  
MIN LOT SIZE: 2,090 SF  
FRONT SETBACK: 15'  
SIDE SETBACK: 9' / 15' AT CORNERS  
REAR SETBACK: 20'  
LOTS: 57-68, 12 UNITS

PHASE 1: 16.2 AC  
LOT AREA: 3.27 AC  
OPEN SPACE AREA: 3.30 AC  
ROW AREA: 1.05 AC  
UNITS: 44  
DENSITY: 5.8 UNITS / ACRE

PHASE 2: 14.7 AC  
LOT AREA: 3.1 AC  
OPEN SPACE AREA: 11.0 AC  
ROW AREA: 0.8 AC  
UNITS: 29  
DENSITY: 2.0 UNITS / ACRE

TOTAL SITE: 22.30 AC  
LOT AREA: 6.37  
OPEN SPACE AREA: 14.30  
ROW AREA: 1.85  
UNITS: 73  
DENSITY: 3.3 UNITS / ACRE

PARKING REQUIRED:  
45-56, 69-73 (3 BR): 2.5 SPACES/UNIT X 17 UNITS = 43 SPACES  
57-68 (2 BR): 2 SPACES/UNIT X 12 UNITS = 24 SPACES  
TOTAL PARKING REQUIRED: 67 SPACES

PARKING PROVIDED:  
22 TOWNHOMES (1 CAR GARAGE AND SINGLE DRIVE) 12 UNITS X 2 SPACES/UNIT = 24 SPACES  
44 LOTS (2 CAR GARAGE AND 2 CAR DRIVE) 17 UNITS X 4 SPACES/UNIT = 68 SPACES

ADDITIONAL PARKING PROVIDED: 21 SPACES  
TOTAL PARKING: 113 SPACES



Know what's below.  
Call before you dig.

SP# 2018SP-057-003  
SWG# 2023033873  
MWS# 23WL0050 (2023033877)  
MWS# 23BL0111 (2023033885)



FINAL SPECIFIC PLAN  
EATON CREEK COMMONS  
PHASE 2

MAP 69, P/O PARCEL 111 AND PARCEL 84  
4269 ASHLAND CITY HIGHWAY  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

REVISION/REVISION NOTES  
- INITIAL PLAN DATE: 8/1/2018  
- PHASE 2 INITIAL PLANNING DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023  
- PHASE 2 STORMWATER SUBMITTAL DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023  
- PHASE 2 SUBMITTAL DATE: 3/26/2023

COVER SHEET

C0.0

LINE 17008

**SUBSTANCE/REVISION NOTES**

- INITIAL PLAN DATE: 8/7/2018
- PHASE 2 INITIAL PLANNING SUBMITTAL DATE: 3/29/2023
- PHASE 2 WIS SUBMITTAL DATE: 5/16/2023
- PHASE 2 STORMWATER SUBMITTAL DATE: 5/16/2023
- PHASE 2 WIS SUBMITTAL DATE: 7/20/2023
- PHASE 2 SW SUBMITTAL DATE: 10/7/2023
- TDOT EX-1817 DATE: 12/15/2023
- PHASE 2 SW SUBMITTAL DATE: 12/15/2023
- PHASE 2 6P RESUBMITTAL DATE: 1/10/2024
- PHASE 2 6P RESUBMITTAL DATE: 1/29/2024

C2.0

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THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE PROJECT OF THE CONSTRUCTION AREA AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANT PRIOR TO BEGINNING WORK.

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES THAT APPLY TO THE PROJECT.

THE CONTRACTOR SHALL COMPLY WITH ALL INSURANCE REQUIREMENTS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE AND PROJECT CONSULTANT PRIOR TO BEGINNING WORK.

DISCREPANCIES ARE TO THE FACE OF EACH SIDE OF CONCRETE, REINFORCEMENT, OR BUILDING OR STRUCTURE.

PROPOSED BUILDING FOOTPRINT IS FOR GRAPHIC PURPOSES ONLY.

CONSTRUCTION SHALL USE THE CURRENT ARCHITECTURAL PLAN DESCRIPTION OF BUILDING LOCATION TO VERIFY THE LOCATION OF ALL UTILITIES WITH THESE PLANS.

ALL TRAFFIC MARKINGS SHALL COMPLY WITH THE MUTCD AND ASSTO I-160.

ALL HANDICAPPED PARKING SPACES AND ACCESSIBLE ROUTES SHALL COMPLY WITH THE CURRENT ADA REQUIREMENTS.

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL CODES, CONTRACTS, AND ALL COORDINATE WITH LOCAL AGENCIES AND ADJACENT UTILITIES ANDING GARDENS TO THE PROJECT AREA AND PROJECT CONSULTANT PRIOR TO BEGINNING WORK.



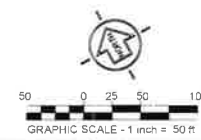
SP# 2018SP-057-003  
SWGA# 2023033673  
MWS# 23WL0050 (2023033877)  
MWS# 23SL0111 (2023033885)

NOTES

1. LOTS 45-56-69-73 TO HAVE 2 CAR GARAGE

2. ALL OTHERS LOTS TO HAVE 1 CAR

Lot#	Sq. Ft.	Acres
OS1	5019.38	0.12
OS2	481370.49	11.05



Know what's **below**.  
Call before you dig.

SP# 2018SP-057-003  
SWGR# 2023033873  
MWS# 23WL0050 (2023033877)  
MWS# 23SL0111 (2023033885)



## PHASE 2

## GRADING AND DRAINAGE PLAN

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**STORMWATER AS-BUILT NOTES:**

- AN ENGINEER SHALL IDENTIFICATION LETTER FROM THE REGISTERED PE STATEING THAT THE SITE HAS BEEN INSPECTED AND THAT THE DISCHARGE/MANAGEMENT SYSTEM AND STORAGE/CONTAINMENT SYSTEMS ARE IN COMPLIANCE WITH THE DISCHARGE/MANAGEMENT PLAN. THE SYSTEMS ARE COMPLETE AND FUNCTIONAL IN ACCORDANCE WITH THE PLANS APPROVED BY MWS.
- AS-BUILT LIFT SHALL BE AS-BUILT OR AS WARRANTED FROM CHANGELIST.
- AS-BUILT AND HISTORICAL PHOTOGRAPHIC RECORDS OF THE PROJECT ARE REQUIRED.
- AS-BUILT DRAWINGS SHOWING FINAL TIDOCHEMICAL FEATURES OF ALL THESE ACTIVITIES. THIS SHALL BE SUBMITTED TO THE DIVISION OF WATER RESOURCES.
- ANY DEVIATIONS FROM THE APPROVED PLANS SHALL BE NOTED ON AS-BUILT DRAWINGS SUBMITTED TO THE DIVISION OF WATER RESOURCES.
- VERTICAL ELEVATIONS OF THE TIDOCHEMICAL RECORDS SHALL BE TO THE NORTH AMERICAN HORIZONTAL DATUM 1983 (NAD83) AND VERTICAL ELEVATIONS ARE TO BE TIED TO THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
- ALL TIDOCHEMICAL RECORDS SHALL BE SUBMITTED TO THE DIVISION OF WATER RESOURCES. ALL TIDOCHEMICAL RECORDS SHALL BE LABELLED AND FOR EASY IDENTIFICATION.
- ALL TIDOCHEMICAL RECORDS SHALL BE SUBMITTED TO THE DIVISION OF WATER RESOURCES.
- WATER QUALITY BUOYS SHALL BE SURVEILLED AND INCLUDED WITH THE AS-BUILT 1. SUBMITTAL.
- ANY PUBLICITY INCLUDING THE RESPONSIBILITY OF THE MC HO TO MAIN TAIN THE DISCHARGE/MANAGEMENT SYSTEM SHALL BE SUBMITTED TO THE DIVISION OF WATER RESOURCES.
- THE VIDEO RECORDING AND ANY ASSOCIATED INSPECTION REPORT SUBMITTED AS PART OF AS-BUILT RECORD SHALL BE SUBMITTED TO THE DIVISION OF WATER RESOURCES.
- IT IS DEEMED NECESSARY BY THE DESIGN ENGINEER ON MWS BEHAVE.

Drainage Structure Schedule					Pipe Schedule				
Station	Structure	Material	Size	Notes	Station	Pipe	Material	Size	Notes
1+00	Manhole	Concrete	48"		1+00	48"	Concrete	48"	
1+05	Manhole	Concrete	48"		1+05	48"	Concrete	48"	
1+10	Manhole	Concrete	48"		1+10	48"	Concrete	48"	
1+15	Manhole	Concrete	48"		1+15	48"	Concrete	48"	
1+20	Manhole	Concrete	48"		1+20	48"	Concrete	48"	
1+25	Manhole	Concrete	48"		1+25	48"	Concrete	48"	
1+30	Manhole	Concrete	48"		1+30	48"	Concrete	48"	
1+35	Manhole	Concrete	48"		1+35	48"	Concrete	48"	
1+40	Manhole	Concrete	48"		1+40	48"	Concrete	48"	
1+45	Manhole	Concrete	48"		1+45	48"	Concrete	48"	
1+50	Manhole	Concrete	48"		1+50	48"	Concrete	48"	
1+55	Manhole	Concrete	48"		1+55	48"	Concrete	48"	
1+60	Manhole	Concrete	48"		1+60	48"	Concrete	48"	
1+65	Manhole	Concrete	48"		1+65	48"	Concrete	48"	
1+70	Manhole	Concrete	48"		1+70	48"	Concrete	48"	
1+75	Manhole	Concrete	48"		1+75	48"	Concrete	48"	
1+80	Manhole	Concrete	48"		1+80	48"	Concrete	48"	
1+85	Manhole	Concrete	48"		1+85	48"	Concrete	48"	
1+90	Manhole	Concrete	48"		1+90	48"	Concrete	48"	
1+95	Manhole	Concrete	48"		1+95	48"	Concrete	48"	
2+00	Manhole	Concrete	48"		2+00	48"	Concrete	48"	
2+05	Manhole	Concrete	48"		2+05	48"	Concrete	48"	
2+10	Manhole	Concrete	48"		2+10	48"	Concrete	48"	
2+15	Manhole	Concrete	48"		2+15	48"	Concrete	48"	
2+20	Manhole	Concrete	48"		2+20	48"	Concrete	48"	
2+25	Manhole	Concrete	48"		2+25	48"	Concrete	48"	
2+30	Manhole	Concrete	48"		2+30	48"	Concrete	48"	
2+35	Manhole	Concrete	48"		2+35	48"	Concrete	48"	
2+40	Manhole	Concrete	48"		2+40	48"	Concrete	48"	
2+45	Manhole	Concrete	48"		2+45	48"	Concrete	48"	
2+50	Manhole	Concrete	48"		2+50	48"	Concrete	48"	
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2+60	Manhole	Concrete	48"		2+60	48"	Concrete	48"	
2+65	Manhole	Concrete	48"		2+65	48"	Concrete	48"	

BORDER AND/OR DRAIN LINE OF INCISED BUILT UP AREA. MUST ALSO FIRST  
 BE STRICTLY CONSTRUCTION AND NOT A ACCESSIBLE. THE PROTECTED  
 AREAS AND THE LINE IS THE LINE. A TREE PROTECTION ZONE. MUST ALSO  
 BE PROTECTED.

15. THIS SURVEY IS BASED ON (LINE SIDE STATE PLAIN. COORDINATE SYSTEM  
 THIS SURVEY IS BASED ON 4100 NAD 83 DIA.

16. THERE SHALL BE NO MOVING, CLEANSING, GRADING, CONSTRUCTION, SIGNAGE OR  
 DISBURSING OF VICTIM AND/OR HUMAN DURING THE EXACTLY AS PLANNED BY THE  
 CITY ENGINEER OR THE CITY ENGINEER.

17. REPAIRS ARE A HIGH PRIORITY. MUST BE A SILENT ROAD. IN WHICH HALF OF THE  
 ROAD IS DRAIN TO THE FRONT AND BACK. DRAIN WAYS WILL CUTOFF LOWLY  
 AS ASHOK AT GRADE LEVEL.

18. THE ANKING OF THE CONSTRUCTION IS BLOCK AND MUST BE DESIGNED BY A  
 LICENSED PROFESSIONAL ENGINEER FROM THE STATE OF ILLINOIS AND MUST  
 BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW BEFORE CONSTRUCTION.

19. THIS IS THE SIGN.

20. SUBMITTED TO THE CITY ENGINEER FOR REVIEW BEFORE CONSTRUCTION.

21. SYSTEM NORTH

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Know what's **below**.  
**Call** before you dig

GRAPHIC SCALE - 1 inch = 50 ft  
SP# 2018SP-057-003  
SWQR# 2023033873  
MWS# 23WL0050 (2023033877)  
MWS# 23SL 011 (2023033885)

1.0000



DEVELOPMENT PLANNING &  
LANDSCAPE ARCHITECTURE

SESSANEL, TONY COOPODIAV, TILLASHANA  
PLANNING  
EATON CREEK PHASE 2



REVISION DATE:  
△ 1-4-28  
△ 1-4-28  
△ 1-4-28  
△ 1-4-28

OVERALL  
LANDSCAPE PLAN

SHEET  
L1.0



**EXHIBIT "D"**  
**MAINTENANCE**  
**AREA**

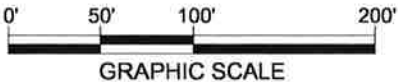
Drawing Name: DOC\_Exhibit D-Rev1.dwg  
See: 2022-657 (LS)



TENNESSEE STATE PLANE  
COORDINATE SYSTEM,  
ZONE 6301, FIPSZONE 4100,  
NAD 83 DATUM

Total Curve Data  
Delta=08°26'01"  
R=6331.04'  
L=931.89'  
T=466.79'  
S51°46'51"E  
Chd.=931.05'

Scale: 1" = 100'



45  
Map 69-6 C - Parcel (45.00)  
**Eaton's Creek**  
Recorded in Instrument No.  
20231108-0087538 R.O.D.C., TN  
Future Development  
**Green Trails, LLC**  
Recorded in Instrument  
No. 20150922-0096451  
R.O.D.C., Tennessee

SBA PROPERTIES, INC.  
COMMUNICATIONS  
EASEMENT  
Instrument No.  
20090209-0011109  
R.O.D.C., TN

MAINTENANCE AREA

**EXHIBIT "D"**  
**MAINTENANCE AREA**  
**HYDE'S LANDING**  
(Formerly: Eaton's Creek)

4267 Ashland City Highway  
Recorded in Instrument No. 20231108-0087538 R.O.D.C., TN  
1st COUNCILMANIC DISTRICT  
METROPOLITAN NASHVILLE,  
DAVIDSON COUNTY, TENNESSEE

Scale : 1" = 100'

Job No. 2024-044  
Sheet No. 1 of 1

LEGEND:

- Iron Rod (Found)
- Iron Rod (Set)
- ⊙ Sanitary Manhole
- ⚡ Fire Hydrant
- ⊘ Utility Pole
- Catch Basin
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Overhead Utility Line
- PAE Public Access Easement
- PUDE Public Utility & Drainage Easement
- R.O.D.C. Registrar's Office, Davidson County
- Conservation Greenway Easement  
Area = 126,445 S.F. or 2.95 Ac.

REVISIONS:

- ② By: T.M.F. - Date: 7-12-2024  
Revised the 12' Wide Bike Trail  
to 12' Wide Greenway Trail.



Prepared By:

**JTA**

LAND SURVEYING, INC.  
3304 N. Mt. Juliet Road - Suite 500  
Mt. Juliet, Tennessee 37122  
Phone: (615) 490-6020

CONSERVATION GREENWAY EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	126°23'03"	26.50'	52.44'	58.45'	S75°16'18"E	47.30'
C2	89°29'08"	12.50'	12.39'	19.52'	S56°49'20"E	17.60'
C3	57°44'10"	93.47'	51.53'	94.19'	N49°14'58"E	90.25'
C4	61°49'10"	66.52'	39.83'	71.77'	N49°11'33"E	68.34'
C5	01°34'11"	6331.04'	86.72'	173.44'	S48°20'56"E	173.43'

Revised: 7-12-2024  
Drawn By: TMFuller  
Checked By: JGTerry

## Certificate Of Completion

Envelope Id: 6D23EA90-37C6-484C-9C5C-6FC1016CA3E5

Status: Completed

Subject: Complete with Docusign: Legislative Tracking Form - 4267 Ashland City Highway Easement and Part...

Source Envelope:

Document Pages: 47

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 0

Ronald Colter

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ronald.colter@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Ronald Colter

Location: DocuSign

1/22/2025 2:47:07 PM

Ronald.colter@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and  
Davidson County

Location: DocuSign

## Signer Events

## Signature

## Timestamp

Abraham Wescott

abraham.wescott@nashville.gov

Public Property Director

Security Level: Email, Account Authentication  
(None)

*Abraham Wescott*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 1/22/2025 2:53:07 PM

Viewed: 1/22/2025 3:54:56 PM

Signed: 1/22/2025 3:55:42 PM

## Electronic Record and Signature Disclosure:

Accepted: 1/22/2025 3:54:56 PM

ID: 208b64c2-acd5-4313-a097-4465f53545b1

Monique Odom

monique.odom@nashville.gov

Monique Horton Odom

Security Level: Email, Account Authentication  
(None)

*Monique Odom*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.68

Sent: 1/22/2025 3:55:44 PM

Viewed: 1/23/2025 7:52:03 AM

Signed: 1/23/2025 7:52:21 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/23/2025 7:52:03 AM

ID: f9498378-b450-4674-8d21-cd2ed06318e2

Jenneen Reed/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 1/23/2025 7:52:23 AM

Viewed: 1/23/2025 10:11:11 PM

Signed: 1/23/2025 10:11:54 PM

## Electronic Record and Signature Disclosure:

Accepted: 1/23/2025 10:11:11 PM

ID: 7fcc22d2-7c37-4ecd-8a1f-965fb0f5b9a8

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Macy Amos*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 1/23/2025 10:11:56 PM

Viewed: 1/24/2025 8:15:39 AM

Signed: 1/24/2025 8:16:06 AM

## Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 1/24/2025 8:15:39 AM ID: 6e2f1fa1-4531-496e-a107-feeacba0140b		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/22/2025 2:53:07 PM
Certified Delivered	Security Checked	1/24/2025 8:15:39 AM
Signing Complete	Security Checked	1/24/2025 8:16:06 AM
Completed	Security Checked	1/24/2025 8:16:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		