



February 1, 2024

To: Ronald Colter Metro Department

**Re: Conservation Greenway Easement 2176 Creekland View Blvd. & 321 Traywick Place  
Planning Commission Mandatory Referral 2024M-022ES-001  
Council District #03 Jennifer Gamble, 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 between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Clayton Properties Group, Inc. for greenway improvements. (Proposal No. 2024M-022ES-001).*

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

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

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at [Delilah.Rhodes@nashville.gov](mailto:Delilah.Rhodes@nashville.gov) or 615-862-7208

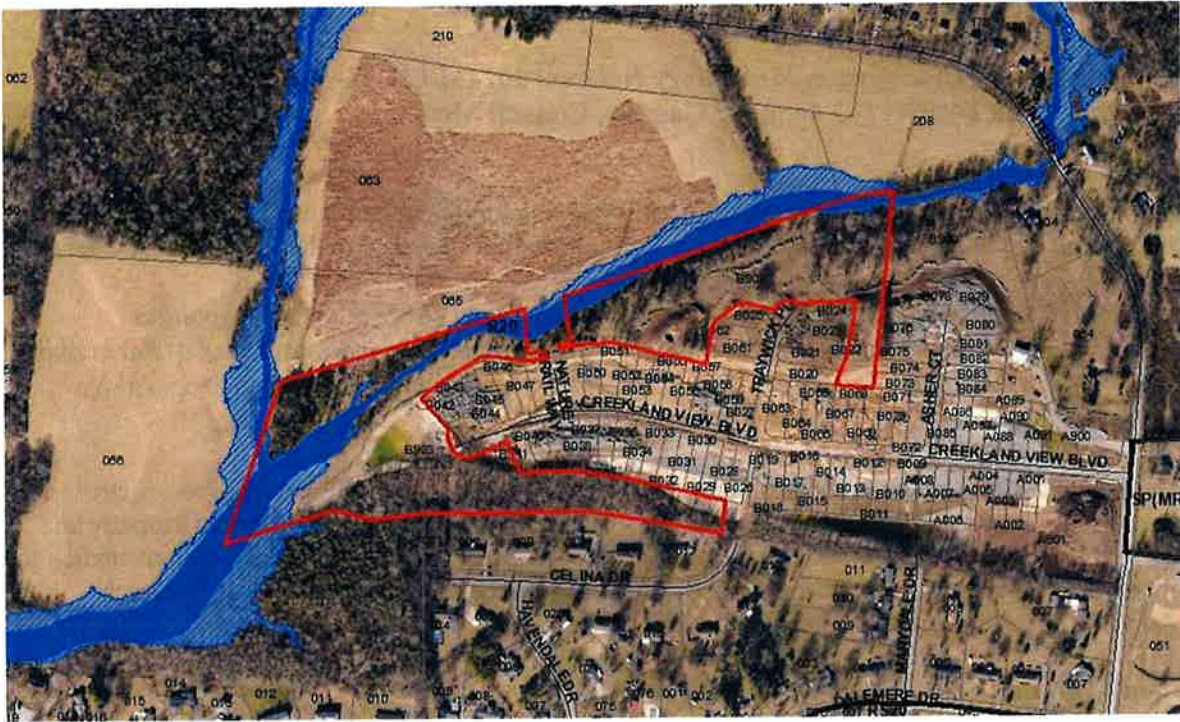
Sincerely,

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

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

**Re: Conservation Greenway Easement 2176 Creekland View Blvd. & 321 Traywick Place**  
**Planning Commission Mandatory Referral 2024M-022ES-001**  
**Council District #03 Jennifer Gamble, Council Member**

*An ordinance approving a greenway conservation easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and Clayton Properties Group, Inc. for greenway improvements. (Proposal No. 2024M-022ES-001).*



**AGREEMENT FOR GRANT OF EASEMENT**

**for**

**CONSERVATION GREENWAY**

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 23\_\_, 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 Clayton Properties Group, Inc., 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, Exhibit B, and Exhibit C 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, Exhibit B, and Exhibit C 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 10 day of October, 2023.

GRANTOR:  
Clayton Properties Group, Inc.

[Signature]

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

[Signature]  
DIRECTOR, PARKS AND RECREATION

STATE OF Tennessee )  
COUNTY OF Davidson )

On this the 10 day of October, 2023, before me personally appeared Chris O'Neil, 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 5-5-25



STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

On this the 18<sup>th</sup> day of January, 2024, before me personally appeared Monique Horton Cobb, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that he, as such

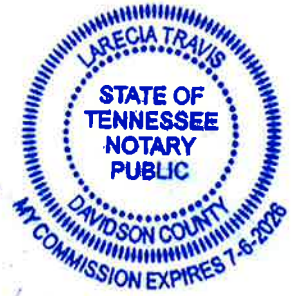


Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

  
NOTARY PUBLIC

My Commission Expires: 7/6/26



**Exhibit A**  
**Heritage Creek**  
**Conservation Greenway Easement A**

Being a Conservation Greenway Easement on a certain tract of land in Third Council District in Metropolitan Nashville, Davidson County, Tennessee. Said tract being the same property conveyed to Clayton Properties Group, Inc., by Special Warranty Deed of record as Instrument Number 20200131-0011678, R.O.D.C.T., (Register's office for Davidson County, Tennessee). Said property is bound by the North, West and the South by the remainder of the afore mentioned Clayton Properties Group, Inc., by the East by Heritage Creek Phase 1B of record as Instrument Number 20220512-0055047, R.O.D.C.T., by the Northeast by Julio & Ortega, Teresa Molina of record as Instrument Number 20211008-135713, R.O.D.C.T., and being more particularly described as follows:

Beginning at an Iron Rod (old), with a cap stamped, Ragan-Smith & Associates, said point also most northwestern corner of Heritage Creek, Phase 1B, also being in the southerly property line of Julio & Ortega, Teresa Molina Property, with coordinates of N: 711279.4, E:1744802.8 and being the northeasterly corner of the herein described Conservation easement;

Thence, leaving the Julio & Ortega, Teresa Molina Property and along Heritage Creek, Phase 1B, S 06° 13' 44" W, 122.15 feet to a point;

Thence, leaving the Heritage Creek, Phase 1B and crossing the remainder of Clayton Properties Group, Inc. property, this portion is also the unrecorded Heritage Creek Phase 2 for the next seventeen (17) calls;

- 1) N 85° 05' 03" W, 27.44 feet to a point;
- 2) With a curve to the left, with a central angle of 25° 39' 56", a radius of 154.36 feet, an arc distance of 68.42 feet, with a bearing and distance of S 73° 52' 17" W, 67.86 feet to a point;
- 3) S 85° 38' 18" W, 108.13 feet to a point;
- 4) With a curve to the left, with a central angle of 23° 03' 34", a radius of 206.61 feet, an arc distance of 83.06 feet, with a bearing and distance of N 85° 09' 15" W, 82.50 feet to a point;
- 5) S 81° 00' 30" W, 117.42 to a point;
- 6) With a curve to the left, with a central angle 97° 22' 23", a radius of 57.22 feet, an arc distance of 57.22 feet, with a bearing and distance of S 43° 45' 39" W, 57.15 feet to a point;
- 7) S 63° 50' 25" W, 33.15 feet to a point;
- 8) S 82° 52' 17" W, 56.47 feet to a point;
- 9) S 69° 42' 01" W, 101.95 feet to a point;
- 10) S 56° 09' 03" W, 80.01 feet to a point;
- 11) S 78° 29' 58" W, 98.13 feet to a point;
- 12) S 62° 45' 03" W, 77.78 feet to a point;
- 13) S 56° 19' 47" W, 107.08 feet to a point;
- 14) With a curve to the left, with a central angle of 21° 23' 05", a radius of 390.11 feet, an arc distance of 145.60, with a bearing and distance of S 65° 15' 19" W, 144.76 feet to a point;
- 15) N 06° 47' 13" W, 14.06 feet to a point;
- 16) N 76° 08' 10" E, 45.27 feet to a point;
- 17) With a curve to the right, with a central angle of 1° 24' 41", a radius 427.34 feet, an arc distance of 10.53, with a bearing and distance of S 10° 03' 00" E, 10.53 feet to a point;
- 18) S 82° 32' 39" W, 22.83 feet to a point;
- 19) S 06° 47' 13" E, 162.18 feet to a point;
- 20) N 71° 17' 13" E, 1030.55 feet to a point in the shared corner between Julio & Ortega, Teresa Molina and Clayton Properties Group property;

Thence, along the southern property line of Julio & Ortega, Teresa Molina, N 81° 24' 01" E, 189.51' to the point of beginning containing 117,058 Sq. Ft. or 2.69 acres, more or less.

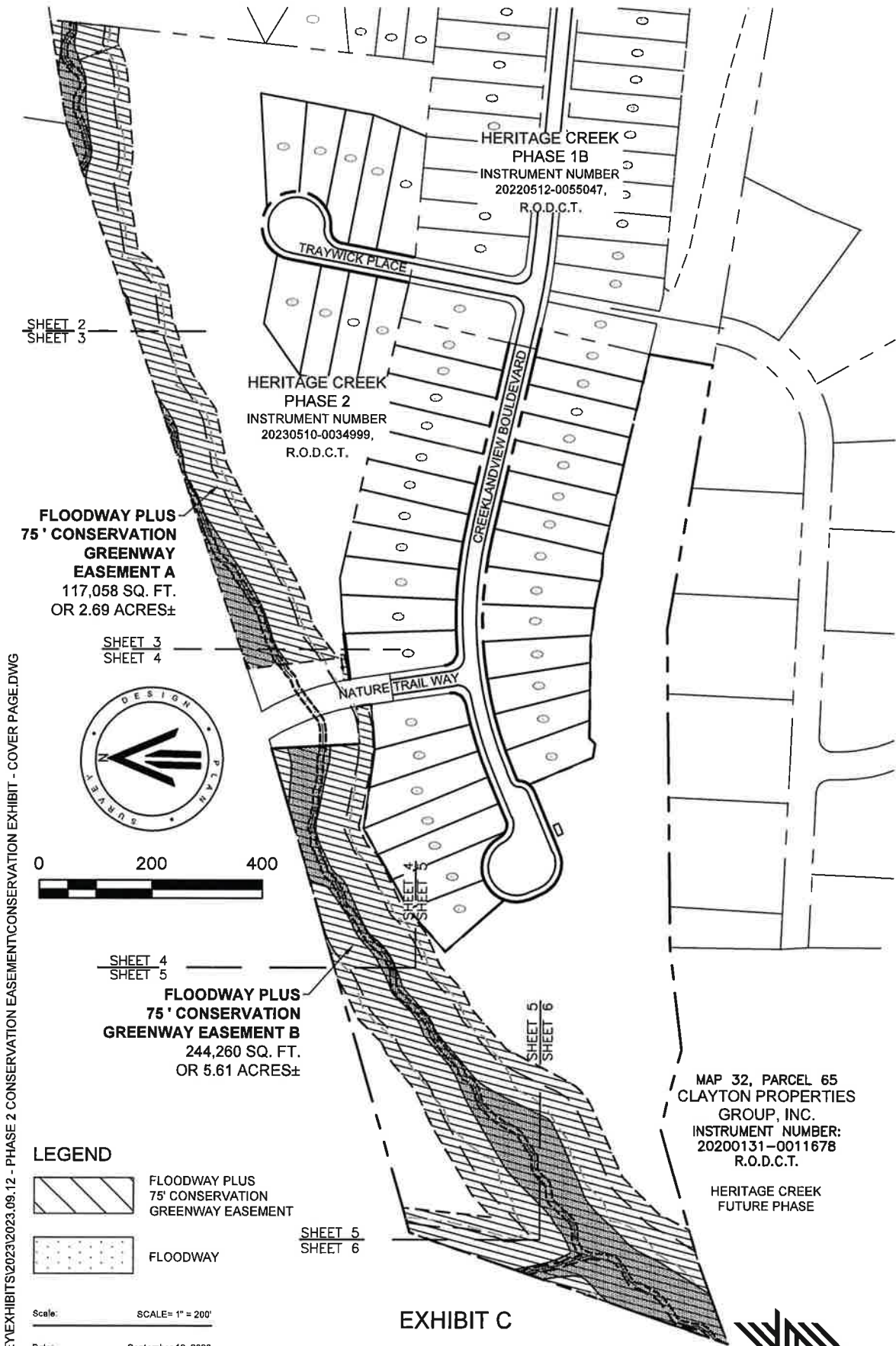
**Exhibit B  
Heritage Creek  
Phase 2  
Conservation Greenway Easement B**

Being a Conservation Greenway Easement on a certain tract of land in Third Council District in Metropolitan Nashville, Davidson County, Tennessee. Said tract being the same property conveyed to Clayton Properties Group, Inc., by Special Warranty Deed of record as Instrument Number 20200131-0011678, R.O.D.C.T., (Register's office for Davidson County, Tennessee) and of record as Heritage Creek Phase 2, of record in Instrument Number: 20230510-0034999, R.O.D.C.T. Said property is bound by the North, East, South and West and South by the remainder of the afore mentioned Clayton Properties Group, Inc., and being more particularly described as follows:

Beginning at a point, with coordinates of N: 710725.6, E: 1743572.2 and being the northeasterly corner of the herein described Conservation Easement A;

Crossing the Clayton Properties Group, Inc. for the next thirty-six (36) calls;

- 1) S08°14'34"E, 17.80 feet to a point;
- 2) With a curve to the left, with a central angle of 26°57'47", a radius of 194.19 feet, an arc distance of 90.07 feet, with a bearing and distance of S82°56'26"W, 89.26 feet to a point;
- 3) N83°05'22"W, 24.29 feet to a point;
- 4) N78°46'54"W, 66.07 feet to a point;
- 5) N77°44'51"W, 40.61 feet to a point;
- 6) S65°15'02"W, 34.90 feet to a point;
- 7) With a curve to the left, with a central angle of 9°96'80", a radius of 185.55 feet, an arc distance of 27.58 feet, with a bearing and distance of S45°54'19"W, 27.55 feet to a point;
- 8) S59°36'52"W, 21.20 feet to a point;
- 9) S65°34'22"W, 76.27 feet to a point;
- 10) S43°32'22"W, 33.64 feet to a point;
- 11) S52°53'52"W, 37.49 feet to a point;
- 12) S66°33'30"W, 60.99 feet to a point;
- 13) S47°24'32"W, 61.54 feet to a point;
- 14) S62°49'04"W, 37.09 feet to a point;
- 15) S49°05'37"W, 92.86 feet to a point;
- 16) S27°38'19"W, 125.98 feet to a point;
- 17) With a curve to the left, with a central angle of 37°05'76", a radius of 98.38 feet, an arc distance of 63.63 feet, with a bearing and distance of S47°39'25"W, 62.52 feet to a point;
- 18) S65°45'59"W, 135.47 feet to a point;
- 19) S45°14'36"W, 91.53 feet to a point;
- 20) S27°26'59"W, 61.93 feet to a point;
- 21) S74°02'00"W, 50.69 feet to a point;
- 22) S69°58'54"W, 165.27 feet to a point;
- 23) N19°06'40"E, 605.90 feet to a point;
- 24) N73°58'31"E, 46.19 feet to a point;
- 25) S05°55'18"W, 162.32 feet to a point;
- 26) N47°47'12"E, 53.28 feet to a point;
- 27) N59°22'46"E, 137.76 feet to a point;
- 28) N64°06'47"E, 74.63 feet to a point;
- 29) N49°23'50"E, 66.04 feet to a point;
- 30) With a curve to the left, with a central angle of 14°30'04", a radius of 159.14 feet, an arc distance of 39.72, with a bearing and distance of N62°30'00"E, 39.62 feet to a point;
- 31) N45°09'03"E, 60.64 feet to a point;
- 32) N65°09'11"E, 37.54 feet to a point;
- 33) N61°24'04"E, 42.24 feet to a point;
- 34) N73°58'31"E, 428.01 feet to a point;
- 35) S02°53'53"E, 155.72 feet to a point;
- 36) N85°38'40"E, 67.43 feet to the Point of Beginning, containing 244,260 square feet or 5.61 acres, more or less.



SHEET 2  
SHEET 3

HERITAGE CREEK  
PHASE 2  
INSTRUMENT NUMBER  
20230510-0034999,  
R.O.D.C.T.

HERITAGE CREEK  
PHASE 1B  
INSTRUMENT NUMBER  
20220512-0055047,  
R.O.D.C.T.

**FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY  
EASEMENT A**  
117,058 SQ. FT.  
OR 2.69 ACRES±

SHEET 3  
SHEET 4



SHEET 4  
SHEET 5

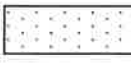
**FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT B**  
244,260 SQ. FT.  
OR 5.61 ACRES±

SHEET 5  
SHEET 6

**LEGEND**



FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT



FLOODWAY

Scale: SCALE= 1" = 200'

Date: September 19, 2023

Approved By: T.J.S.

Drawn by: J.R.H.

Project No. 18-140  
Sheet No. 1 OF 6

MAP 32, PARCEL 65  
CLAYTON PROPERTIES  
GROUP, INC.  
INSTRUMENT NUMBER:  
20200131-0011678  
R.O.D.C.T.

HERITAGE CREEK  
FUTURE PHASE

**EXHIBIT C**

**CONSERVATION GREENWAY  
EASEMENT DEDICATION  
HERITAGE CREEK - PHASE 2**

CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



315 Woodland Street, Nashville,  
Tennessee 37208  
615.244.8591; tlevanso@ragansmith.com  
Ted Stevenson

G:\18-140-12651-SURVEY\EXHIBITS\2023\09.12 - PHASE 2 CONSERVATION EASEMENT\CONSERVATION EXHIBIT - COVER PAGE.DWG

POINT OF BEGINNING  
FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT A  
N:711279.4  
E:1744802.8

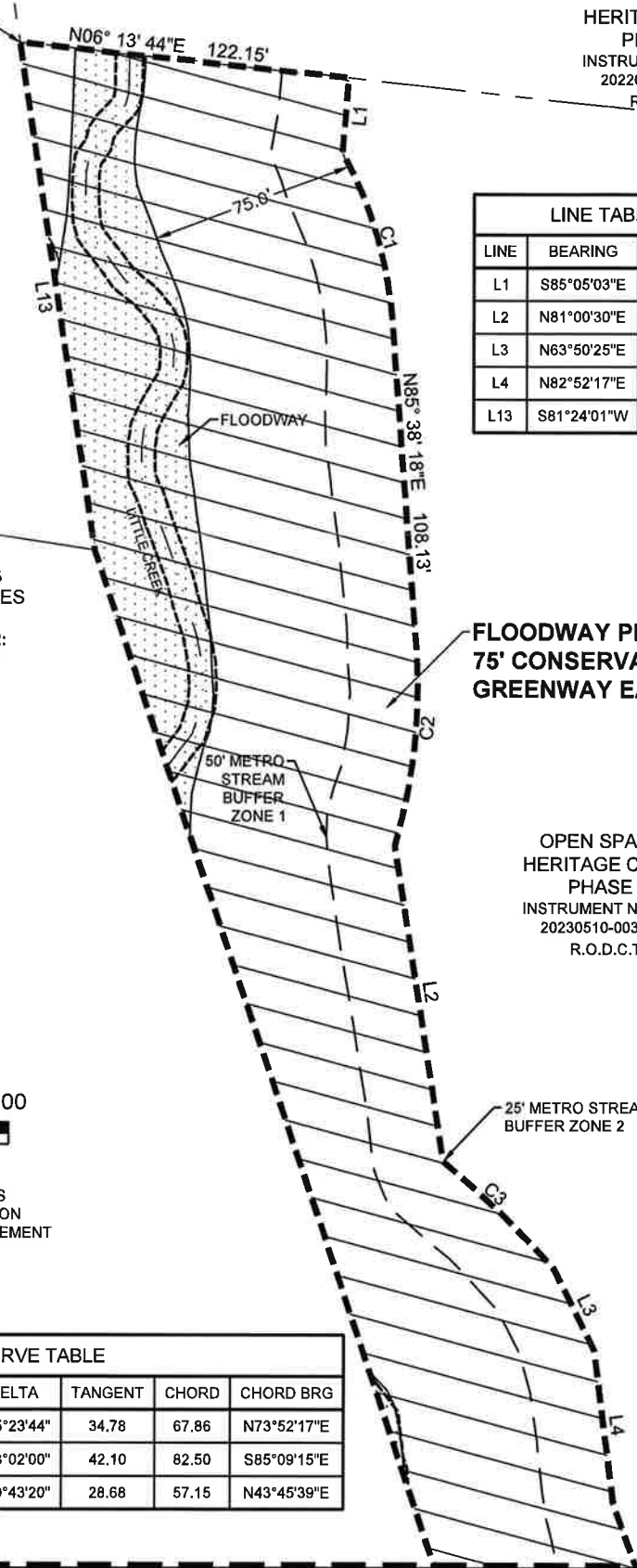
HERITAGE CREEK  
PHASE 1B  
INSTRUMENT NUMBER  
20220512-0055047,  
R.O.D.C.T.

MAP 32, PARCEL 208  
JULIO & ORTEGA,  
TERESA MOLINA  
INSTRUMENT NUMBER:  
20211008-135713,  
R.O.D.C.T.

MAP 32, PARCEL 65  
CLAYTON PROPERTIES  
GROUP, INC.  
INSTRUMENT NUMBER:  
20200131-0011678  
R.O.D.C.T.

HERITAGE CREEK  
FUTURE PHASE

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S85°05'03"E | 27.44    |
| L2         | N81°00'30"E | 117.42   |
| L3         | N63°50'25"E | 33.15    |
| L4         | N82°52'17"E | 56.47    |
| L13        | S81°24'01"W | 189.51   |



FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT A

OPEN SPACE 1  
HERITAGE CREEK  
PHASE 2  
INSTRUMENT NUMBER  
20230510-0034999,  
R.O.D.C.T.



LEGEND

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

| CURVE TABLE |        |        |            |         |       |             |
|-------------|--------|--------|------------|---------|-------|-------------|
| CURVE       | RADIUS | LENGTH | DELTA      | TANGENT | CHORD | CHORD BRG   |
| C1          | 154.36 | 68.42  | 025°23'44" | 34.78   | 67.86 | N73°52'17"E |
| C2          | 206.61 | 83.06  | 023°02'00" | 42.10   | 82.50 | S85°09'15"E |
| C3          | 337.22 | 57.22  | 009°43'20" | 28.68   | 57.15 | N43°45'39"E |

Scale: SCALE= 1" = 50'  
Date: September 19, 2023  
Approved By: T.J.S.  
Drawn by: J.R.H.

Project No. 18-140  
Sheet No. 2 OF 6

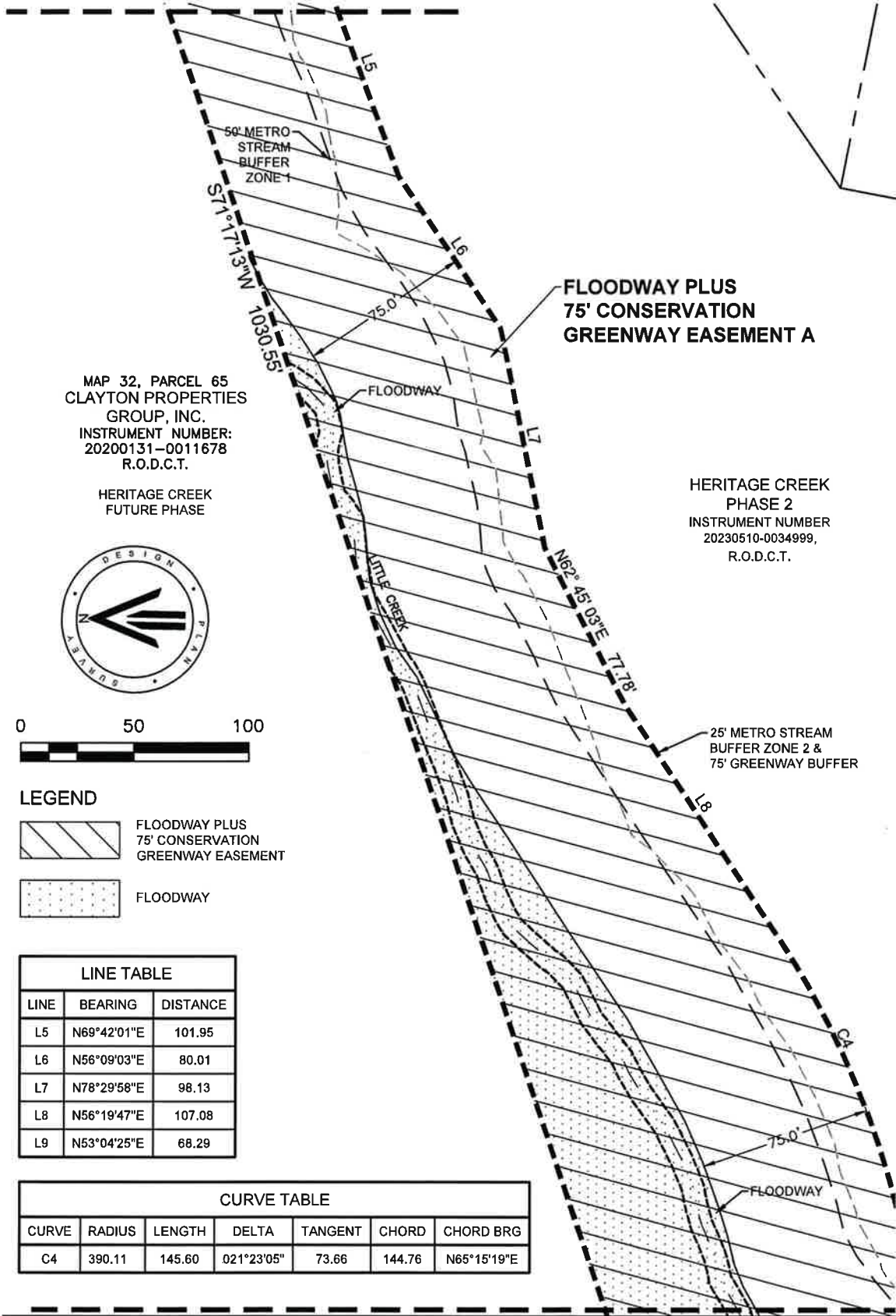
EXHIBIT C

CONSERVATION GREENWAY  
EASEMENT DEDICATION  
HERITAGE CREEK - PHASE 2  
CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



RaganSmith

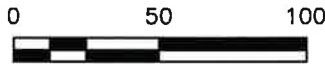
315 Woodland Street, Nashville,  
Tennessee 37206  
615.244.8591; tstevenson@ragansmith.com  
Ted Stevenson



MAP 32, PARCEL 65  
 CLAYTON PROPERTIES  
 GROUP, INC.  
 INSTRUMENT NUMBER:  
 20200131-0011678  
 R.O.D.C.T.

HERITAGE CREEK  
 FUTURE PHASE

HERITAGE CREEK  
 PHASE 2  
 INSTRUMENT NUMBER  
 20230510-0034999,  
 R.O.D.C.T.



**LEGEND**

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L5         | N69°42'01"E | 101.95   |
| L6         | N56°09'03"E | 80.01    |
| L7         | N78°29'58"E | 98.13    |
| L8         | N56°19'47"E | 107.08   |
| L9         | N53°04'25"E | 68.29    |

| CURVE TABLE |        |        |            |         |        |             |
|-------------|--------|--------|------------|---------|--------|-------------|
| CURVE       | RADIUS | LENGTH | DELTA      | TANGENT | CHORD  | CHORD BRG   |
| C4          | 390.11 | 145.60 | 021°23'05" | 73.66   | 144.76 | N65°15'19"E |

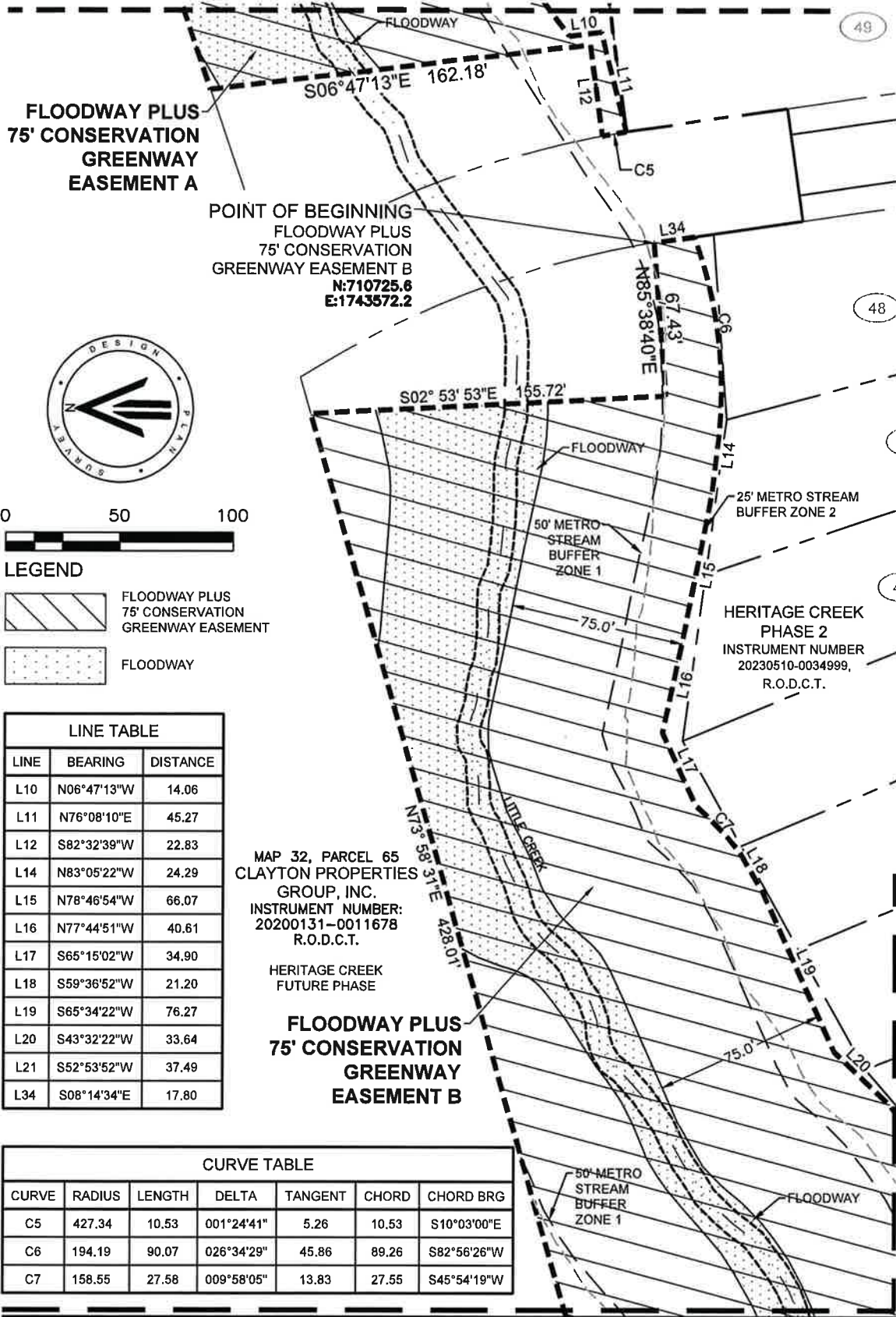
Scale: SCALE= 1" = 50'  
 Date: September 19, 2023  
 Approved By: T.J.S.  
 Drawn by: J.R.H.

Project No. 18-140  
 Sheet No. 3 OF 6

**EXHIBIT C**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 2**  
 CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

**RaganSmith**  
 315 Woodland Street, Nashville,  
 Tennessee 37208  
 615.244.8591; tstevenson@ragansmith.com  
 Ted Stevenson



**LEGEND**

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L10        | N06°47'13"W | 14.06    |
| L11        | N76°08'10"E | 45.27    |
| L12        | S82°32'39"W | 22.83    |
| L14        | N83°05'22"W | 24.29    |
| L15        | N78°46'54"W | 66.07    |
| L16        | N77°44'51"W | 40.61    |
| L17        | S65°15'02"W | 34.90    |
| L18        | S59°36'52"W | 21.20    |
| L19        | S65°34'22"W | 76.27    |
| L20        | S43°32'22"W | 33.64    |
| L21        | S52°53'52"W | 37.49    |
| L34        | S08°14'34"E | 17.80    |

MAP 32, PARCEL 65  
 CLAYTON PROPERTIES  
 GROUP, INC.  
 INSTRUMENT NUMBER:  
 20200131-0011678  
 R.O.D.C.T.

HERITAGE CREEK  
 FUTURE PHASE

**FLOODWAY PLUS  
 75' CONSERVATION  
 GREENWAY  
 EASEMENT B**

| CURVE TABLE |        |        |            |         |       |             |
|-------------|--------|--------|------------|---------|-------|-------------|
| CURVE       | RADIUS | LENGTH | DELTA      | TANGENT | CHORD | CHORD BRG   |
| C5          | 427.34 | 10.53  | 001°24'41" | 5.26    | 10.53 | S10°03'00"E |
| C6          | 194.19 | 90.07  | 026°34'29" | 45.86   | 89.26 | S82°56'26"W |
| C7          | 158.55 | 27.58  | 009°58'05" | 13.83   | 27.55 | S45°54'19"W |

Scale: SCALE= 1" = 50'

Date: September 19, 2023

Approved By: T.J.S.

Drawn by: J.R.H.

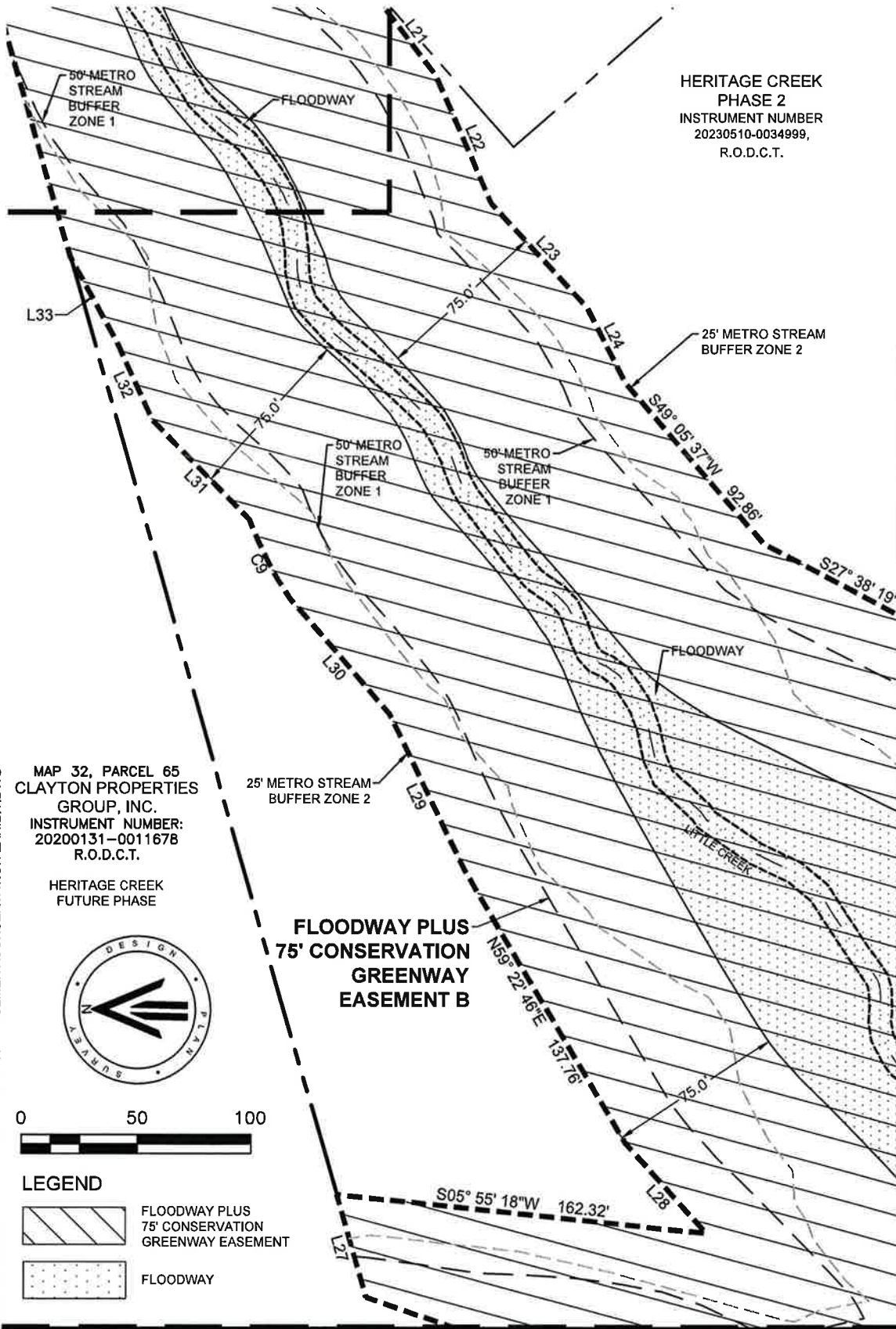
Project No. 18-140  
 Sheet No. 4 OF 6

**EXHIBIT C**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 2**  
 CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

**RaganSmith**  
 315 Woodland Street, Nashville,  
 Tennessee 37208  
 615.244.8591, [lslevenson@ragansmith.com](mailto:lslevenson@ragansmith.com)  
 Ted Stevenson

HERITAGE CREEK  
PHASE 2  
INSTRUMENT NUMBER  
20230510-0034999,  
R.O.D.C.T.



G:\18140-12651-SURVEY\EXHIBITS\2023\09.12 - PHASE 2 CONSERVATION EASEMENT\CONSERVATION EXHIBIT.DWG

MAP 32, PARCEL 65  
CLAYTON PROPERTIES  
GROUP, INC.  
INSTRUMENT NUMBER:  
20200131-0011678  
R.O.D.C.T.

HERITAGE CREEK  
FUTURE PHASE



LEGEND

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

Scale: SCALE= 1" = 50'

Date: September 19, 2023

Approved By: T.J.S.

Drawn by: J.R.H.

Project No. 18-140  
Sheet No. 5 OF 6

EXHIBIT C

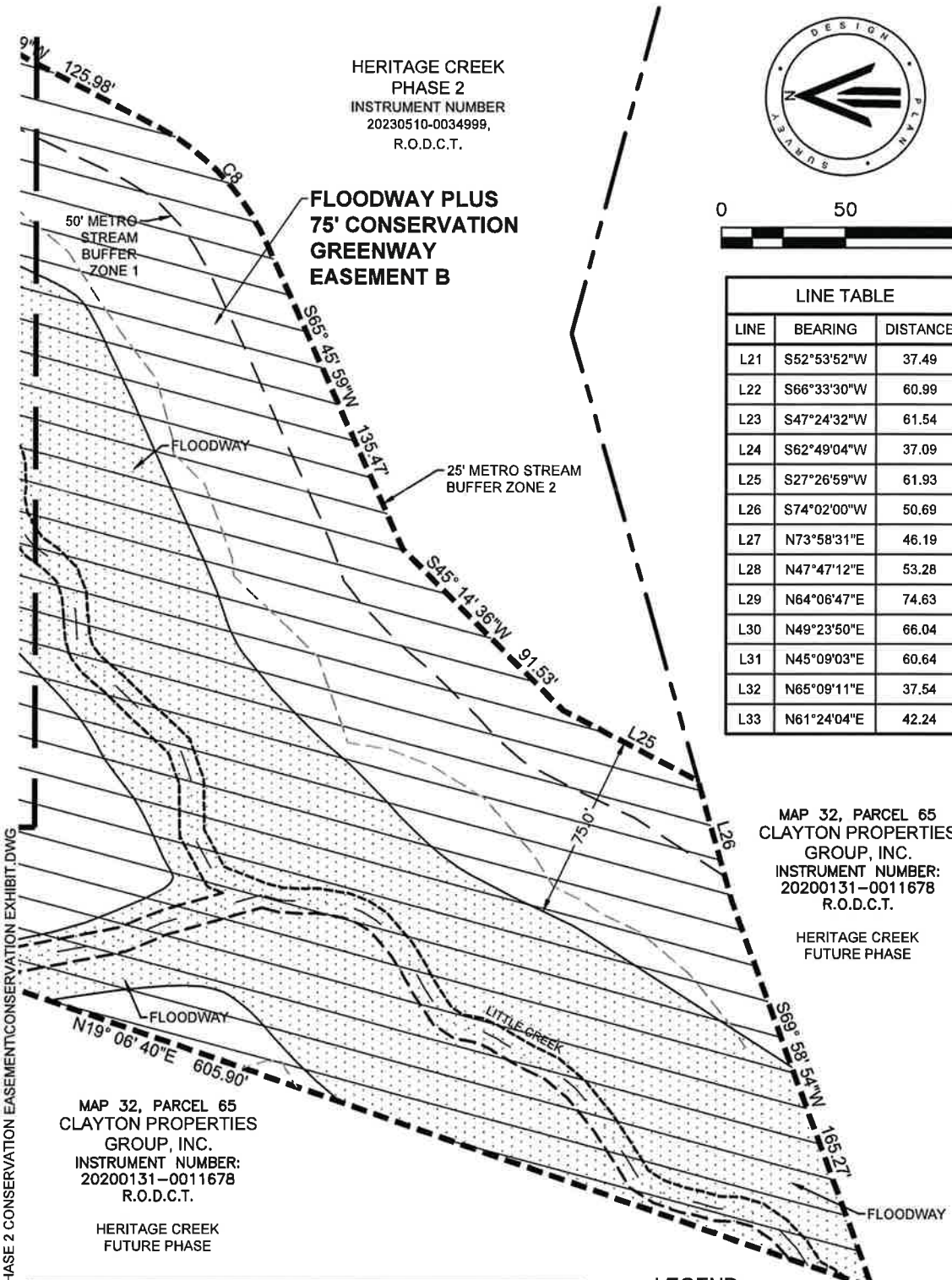
CONSERVATION GREENWAY  
EASEMENT DEDICATION  
HERITAGE CREEK - PHASE 2  
CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

**RaganSmith**  
315 Woodland Street, Nashville,  
Tennessee 37208  
615.244.8501 | lstevenson@ragansmith.com  
Ted Stevenson





| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L21        | S52°53'52"W | 37.49    |
| L22        | S66°33'30"W | 60.99    |
| L23        | S47°24'32"W | 61.54    |
| L24        | S62°49'04"W | 37.09    |
| L25        | S27°26'59"W | 61.93    |
| L26        | S74°02'00"W | 50.69    |
| L27        | N73°58'31"E | 46.19    |
| L28        | N47°47'12"E | 53.28    |
| L29        | N64°06'47"E | 74.63    |
| L30        | N49°23'50"E | 66.04    |
| L31        | N45°09'03"E | 60.64    |
| L32        | N65°09'11"E | 37.54    |
| L33        | N61°24'04"E | 42.24    |



MAP 32, PARCEL 65  
 CLAYTON PROPERTIES  
 GROUP, INC.  
 INSTRUMENT NUMBER:  
 20200131-0011678  
 R.O.D.C.T.  
 HERITAGE CREEK  
 FUTURE PHASE

MAP 32, PARCEL 65  
 CLAYTON PROPERTIES  
 GROUP, INC.  
 INSTRUMENT NUMBER:  
 20200131-0011678  
 R.O.D.C.T.

HERITAGE CREEK  
 FUTURE PHASE

| CURVE TABLE |        |        |            |         |       |             |
|-------------|--------|--------|------------|---------|-------|-------------|
| CURVE       | RADIUS | LENGTH | DELTA      | TANGENT | CHORD | CHORD BRG   |
| C8          | 98.38  | 63.63  | 037°03'27" | 32.97   | 62.52 | S47°39'25"W |
| C9          | 159.14 | 39.72  | 014°18'01" | 19.96   | 39.62 | N62°30'00"E |

**LEGEND**

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

G:\18140-12651-SURVEY\EXHIBITS\2023\2023.09.12 - PHASE 2 CONSERVATION EASEMENT\CONSERVATION EXHIBIT.DWG

Scale: SCALE= 1" = 50'  
 Date: September 19, 2023  
 Approved By: T.J.S.  
 Drawn by: J.R.H.

Project No. 18-140  
 Sheet No. 6 OF 6

**EXHIBIT C**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 2**

CREEKLAND VIEW BOULEVARD, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



**RaganSmith**

315 Woodland Street, Nashville,  
 Tennessee 37205  
 615.244.8581; islovenson@ragansmith.com  
 Ted Stevenson

**Certificate Of Completion**

|   |                              |
|---|------------------------------|
| Envelope Id: 62F0C0758AD849CA9E7E772E8E7DD5F8   | Status: Completed            |
| Subject: Complete with DocuSign: Legislative Tracking Form - Clayton Properties (N0588154xD719A).pdf, Cl... |                              |
| Source Envelope:  |                              |
| Document Pages: 20  | Signatures: 4                |
| Certificate Pages: 15   | Initials: 0                  |
| AutoNav: Enabled  | Envelope Originator:         |
| Envelope Stamping: Enabled  | Ronald Colter                |
| Time Zone: (UTC-06:00) Central Time (US & Canada)   | 730 2nd Ave. South 1st Floor |
|   | Nashville, TN 37219          |
|   | Ronald.colter@nashville.gov  |
|   | IP Address: 170.190.198.185  |

**Record Tracking**

|                                      |  |                    |
|--------------------------------------|--|--------------------|
| Status: Original                     | Holder: Ronald Colter  | Location: DocuSign |
| 2/3/2024 11:43:35 AM                 | 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**

| Signer Events  | Signature   | Timestamp  |
|--|---|--|
| Abraham Wescott<br>abraham.wescott@nashville.gov<br>Security Level: Email, Account Authentication (None) | <i>Abraham Wescott</i>  | Sent: 2/3/2024 11:47:09 AM<br>Viewed: 2/5/2024 7:45:53 AM<br>Signed: 2/5/2024 7:46:54 AM |
|  | Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.185 |  |

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|   |  |   |
|---|--|---|
| Monique Odom<br>monique.odom@nashville.gov<br>Monique Horton Odom<br>Security Level: Email, Account Authentication (None) | <i>Monique Odom</i>  | Sent: 2/5/2024 7:46:55 AM<br>Viewed: 2/5/2024 7:51:21 AM<br>Signed: 2/5/2024 7:51:33 AM |
|   | Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.68 |   |

**Electronic Record and Signature Disclosure:**  
Accepted: 2/5/2024 7:51:21 AM  
ID: 327507ce-d6d6-431e-abf6-849a069aa495

|  |   |  |
|--|---|--|
| Kevin Crumbo/mjw<br>maryjo.wiggins@nashville.gov<br>Security Level: Email, Account Authentication (None) | <i>Kevin Crumbo/mjw</i>   | Sent: 2/5/2024 7:51:35 AM<br>Resent: 2/6/2024 1:04:26 PM<br>Resent: 2/6/2024 1:36:20 PM<br>Resent: 2/6/2024 1:38:30 PM<br>Viewed: 2/6/2024 2:03:25 PM<br>Signed: 2/6/2024 2:03:43 PM |
|  | Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.190 |  |

**Electronic Record and Signature Disclosure:**  
Accepted: 2/6/2024 2:03:25 PM  
ID: 606ec6bb-2ab2-4383-bc20-8306e586f6b7

|  |   |   |
|--|---|---|
| Macy Amos<br>macy.amos@nashville.gov<br>Security Level: Email, Account Authentication (None) | <i>Macy Amos</i>  | Sent: 2/6/2024 2:03:45 PM<br>Viewed: 2/6/2024 6:36:36 PM<br>Signed: 2/6/2024 6:36:48 PM |
|  | Signature Adoption: Pre-selected Style<br>Using IP Address: 170.190.198.100 |   |

**Electronic Record and Signature Disclosure:**

| <b>Signer Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

Accepted: 2/6/2024 6:36:36 PM  
ID: 381f729f-e849-4386-910f-15cd6ab40ca9

| <b>In Person Signer Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|--------------------------------|------------------|------------------|
|--------------------------------|------------------|------------------|

| <b>Editor Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
|-------------------------------|---------------|------------------|
|-------------------------------|---------------|------------------|

| <b>Agent Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
|------------------------------|---------------|------------------|
|------------------------------|---------------|------------------|

| <b>Intermediary Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
|-------------------------------------|---------------|------------------|
|-------------------------------------|---------------|------------------|

| <b>Certified Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
|----------------------------------|---------------|------------------|
|----------------------------------|---------------|------------------|

| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 2/3/2024 11:47:09 AM |
| Envelope Updated    | Security Checked | 2/6/2024 1:38:29 PM  |
| Certified Delivered | Security Checked | 2/6/2024 6:36:36 PM  |
| Signing Complete    | Security Checked | 2/6/2024 6:36:48 PM  |
| Completed           | Security Checked | 2/6/2024 6:36:48 PM  |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| <b>Electronic Record and Signature Disclosure</b> |
|---|
|---|