

This instrument prepared by:  
Metropolitan Department of  
Law, 108 Metropolitan  
Courthouse, Nashville, TN 37201

## **AGREEMENT FOR GRANT OF EASEMENT**

**for**

### **CONSERVATION GREENWAY**

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 **DOMAIN TIMBERLAKE MULTISTATE 2, LLC; C/O 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 Exhibits A1-A4 and Exhibits B1-B5 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 Exhibits A1-A4 and Exhibits B1-B5 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

Gerald R Pankow

Vice President

TITLE:

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

Mary Webb Nolan

DIRECTOR, PARKS AND RECREATION

STATE OF Tennessee )

COUNTY OF Sumner )

On this the 7<sup>th</sup> day of August, 2025, before me personally appeared Gerald R Pankow, 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.

Mary Webb Nolan

NOTARY PUBLIC

My Commission Expires: 6/20/2028

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )



On this the 6th day of November, 2025, before me personally appeared Monique Nichole Odom, who acknowledged <sup>her</sup> himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that she, 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: 05-08-2028



## EXHIBIT A-1

### Phase 5 Conservation Easement A

Being a Conservation Easement on a certain tract of land in the 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 on the North by Ronald & Brandy Wade of record as Instrument Number 202111007-0134647, R.O.D.C.T., on the East, South & West by the afore mentioned Clayton Properties Group, Inc., and being more particularly described as follows:

Beginning at an Iron Rod (new), with a cap stamped, Ragan-Smith & Associates, said point also being in the southerly property line of said Ronald & Brandy Wade Property, with State Plane coordinates of N: 711,795.9, E: 1,742,801.9 and being the northwesterly corner of the herein described Conservation Easement;

Thence, with said southerly property line, South 81 degrees 46 minutes 13 seconds East, 49.77 feet to a point;

Thence, leaving said southerly property line and crossing said Clayton Properties Group, Inc. property, for the next eight (8) calls;

- 1) South 19 degrees 02 minutes 00 seconds West, 18.40 feet;
- 2) South 29 degrees 54 minutes 35 seconds West, 34.87 feet;
- 3) South 28 degrees 42 minutes 59 seconds West, 13.26 feet;
- 4) South 07 degrees 48 minutes 02 seconds West, 29.73 feet;
- 5) South 10 degrees 52 minutes 17 seconds West, 66.85 feet;
- 6) South 07 degrees 01 minutes 36 seconds West, 58.79 feet;
- 7) North 83 degrees 27 minutes 46 seconds West, 27.11 feet;
- 8) North 08 degrees 12 minutes 38 seconds East, 218.98 feet to the point of beginning containing an area of 6,805 square feet or 0.16 acres, more or less.

## EXHIBIT A-2

### Phase 5 Conservation Easement B

Being a Conservation Easement on a certain tract of land in the 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 on the North, East & West by the afore mentioned Clayton Properties Group, Inc., and on the South by Heritage Creek Phase 2 of record as Instrument Number 20230510-0034999, R.O.D.C.T., and being more particularly described as follows:

Commencing at an Iron Rod (new), with a cap stamped, Ragan-Smith & Associates, said point also being in the southerly property line of Ronald & Brandy Wade of record as Instrument Number 202111007-0134647, R.O.D.C.T.;

Thence, leaving said southerly property line and crossing said Clayton Properties Group property, South 08 degrees 12 minutes 38 seconds East, 269.00 feet to the point of beginning and being the northwesterly corner of the herein described Conservation Easement, with State Plane coordinates of N: 711,529.7, E: 1,742,763.5;

Thence, continuing across said Clayton Properties Group, Inc. property, for the next twenty-five (25) calls;

- 1) South 83 degrees 27 minutes 46 seconds East, 28.58 feet;
- 2) With a curve to the right having a radius of 178.26 feet, an arc length of 41.97 feet, a delta angle of 13 degrees 29 minutes 27 seconds and a chord bearing and distance of South 11 degrees 32 minutes 37 seconds West, 41.88 feet;
- 3) South 24 degrees 34 minutes 48 seconds West, 13.93 feet;
- 4) South 12 degrees 25 minutes 22 seconds West, 33.19 feet;
- 5) South 12 degrees 58 minutes 23 seconds West, 67.52 feet;
- 6) South 06 degrees 02 minutes 42 seconds West, 44.81 feet;
- 7) South 00 degrees 37 minutes 48 seconds West, 27.86 feet;
- 8) South 02 degrees 09 minutes 43 seconds East, 20.95 feet;
- 9) South 02 degrees 39 minutes 51 seconds West, 19.57 feet;
- 10) With a curve to the right having a radius of 192.24 feet, an arc length of 80.45 feet, a delta angle of 23 degrees 58 minutes 42 seconds and a chord bearing and distance of South 13 degrees 22 minutes 40 seconds West, 79.86 feet;
- 11) South 14 degrees 07 minutes 09 seconds West, 16.21 feet;
- 12) South 03 degrees 34 minutes 38 seconds West, 25.97 feet;
- 13) South 05 degrees 56 minutes 42 seconds West, 23.44 feet;
- 14) South 13 degrees 46 minutes 26 seconds West, 25.38 feet;
- 15) South 25 degrees 22 minutes 16 seconds West, 27.63 feet;
- 16) South 04 degrees 32 minutes 10 seconds West, 59.44 feet;
- 17) South 07 degrees 49 minutes 03 seconds West, 21.20 feet;
- 18) South 16 degrees 51 minutes 31 seconds West, 46.31 feet;
- 19) South 20 degrees 35 minutes 58 seconds West, 22.16 feet;
- 20) South 08 degrees 19 minutes 04 seconds West, 8.18 feet;
- 21) South 02 degrees 54 minutes 44 seconds East, 67.10 feet;
- 22) South 04 degrees 52 minutes 14 seconds East, 43.40 feet;
- 23) South 05 degrees 11 minutes 40 seconds West, 23.03 feet;
- 24) South 12 degrees 31 minutes 49 seconds West, 22.75 feet;
- 25) South 21 degrees 46 minutes 28 seconds West, 28.45 feet;
- 26) With a curve to the right having a radius of 253.15 feet, an arc length of 94.85 feet, a delta angle of 21 degrees 28 minutes 08 seconds and a chord bearing and distance of South 07 degrees 06 minutes 09 seconds East, 94.30 feet to a point in the northerly line of said Heritage Creek Phase 2 property;

Thence, with said northerly line, South 73 degrees 58 minutes 31 seconds West, 45.47 feet to a point,

Thence, leaving said northerly line and crossing said Clayton Properties Group, Inc. property, North 08 degrees 12 minutes 38 seconds East, 911.01 feet to the point of beginning, containing 16,957 square feet or 0.39 acres, more or less.

## EXHIBIT A-3

### Phase 5 Conservation Easement C

Being a Conservation Easement on a certain tract of land in the 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 on the North, East & West by the afore mentioned Clayton Properties Group, Inc., and on the South by Heritage Creek Phase 2 of record as Instrument Number 20230510-0034999, R.O.D.C.T., and being more particularly described as follows:

Beginning at an Iron Rod (new), with a cap stamped, Ragan-Smith & Associates, said point also being in the northerly property line of said Heritage Creek Phase 2 Property, with State Plane coordinates of N: 710,720.5, E: 1,743,504.9 and being the southerly corner of the herein described Conservation Easement;

Thence, with said northerly property line, the following two (2) calls:

- 1) North 02 degrees 53 minutes 53 seconds West, 155.72 feet;
- 2) South 73 degrees 58 minutes 31 seconds West, 423.60 feet;

Thence, leaving said northerly property line and crossing said Clayton Properties Group, Inc. property, for the next eleven (11) calls;

- 1) North 49 degrees 06 minutes 13 seconds East, 29.54 feet;
- 2) With a curve to the right having a radius of 166.87 feet, an arc length of 52.76 feet, a delta angle of 18 degrees 06 minutes 54 seconds and a chord bearing and distance of North 61 degrees 07 minutes 18 seconds East, 52.54 feet;
- 3) North 53 degrees 44 minutes 27 seconds East, 12.78 feet;
- 4) North 57 degrees 01 minutes 16 seconds East, 22.24 feet;
- 5) With a curve to the right having a radius of 113.99 feet, an arc length of 76.34 feet, a delta angle of 38 degrees 22 minutes 15 seconds and a chord bearing and distance of North 36 degrees 56 minutes 01 seconds East, 74.92 feet;
- 6) With a curve to the right having a radius of 201.80 feet, an arc length of 170.92 feet, a delta angle of 48 degrees 31 minutes 43 seconds and a chord bearing and distance of North 76 degrees 25 minutes 58 seconds East, 165.86 feet;
- 7) South 85 degrees 02 minutes 27 seconds East, 69.32 feet;
- 8) North 75 degrees 11 minutes 40 seconds East, 28.97 feet
- 9) South 27 degrees 27 minutes 20 seconds East, 107.14 feet;
- 10) With a curve to the right having a radius of 308.00 feet, an arc length of 103.28 feet, a delta angle of 19 degrees 12 minutes 46 seconds and a chord bearing and distance of South 17 degrees 50 minutes 57 seconds East, 102.80 feet;
- 11) South 08 degrees 14 minutes 34 seconds East, 5.17 feet;

Thence, with said northerly property line, South 85 degrees 38 minutes 40 seconds West, 67.43 feet to the point of beginning containing an area of 33,653 square feet or 0.77 acres, more or less.

## EXHIBIT A-4

### Phase 5 Conservation Easement D

Being a Conservation Easement on a certain tract of land in the 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 on the Northwest by the afore mentioned Clayton Properties Group, Inc., and on the Southeast by Heritage Creek Phase 2 of record as Instrument Number 20230510-0034999, R.O.D.C.T., and being more particularly described as follows:

Beginning at an Iron Rod (new), with a cap stamped, Ragan-Smith & Associates, said point also being in the northerly property line of said Heritage Creek Phase 2 Property, with State Plane coordinates of N: 710,748.4, E: 1,743,619.1 and being the southwesterly corner of the herein described Conservation Easement;

Thence, leaving said northerly property line and crossing said Clayton Properties Group, Inc. property, for the next five (5) calls;

- 1) With a curve to the left having a radius of 350.61 feet, an arc length of 109.41 feet, a delta angle of 17 degrees 52 minutes 43 seconds and a chord bearing and distance of North 18 degrees 36 minutes 30 seconds West, 108.96 feet;
- 2) North 27 degrees 27 minutes 20 seconds West, 99.52 feet;
- 3) North 56 degrees 57 minutes 15 seconds East, 64.56 feet;
- 4) North 59 degrees 48 minutes 25 seconds East, 10.92 feet;
- 5) South 31 degrees 51 minutes 05 seconds East, 70.95 feet to a point in the northerly line of said Heritage Creek Phase 2 Property;

Thence, with said northerly property line, the following two (2) calls:

- 1) South 06 degrees 47 minutes 13 seconds East, 167.93 feet;
- 2) South 82 degrees 32 minutes 47 seconds West, 40.53 feet to the point of beginning containing an area of 13,838 square feet or 0.32 acres, more or less.



0 200 400

MAP 032, PARCEL 206.00  
CLAYTON PROPERTIES GROUP, INC  
INSTRUMENT NUMBER: 202001030-0126564, R.O.D.C.T

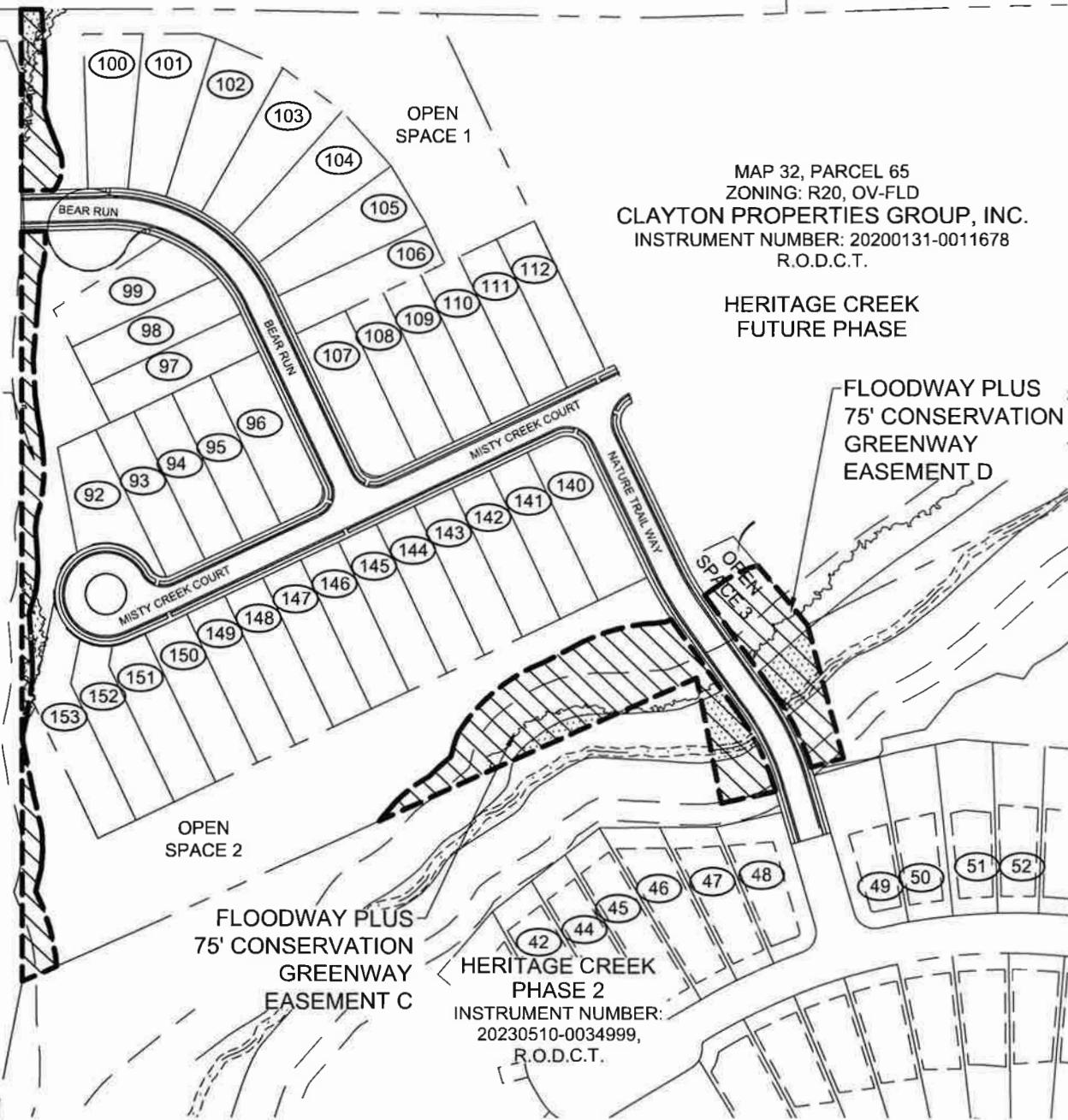
MAP 032, PARCEL 210.00  
RONALD & BRANDY WADE  
INSTRUMENT NUMBER: 20211007-0134647, R.O.D.C.T

MAP 032, PARCEL 209.00  
ALLISON YVETTE & WILLIAM PATTON  
INSTRUMENT NUMBER: 20211013-0137415, R.O.D.C.T

## TRACT 2

FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT A

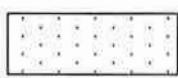
FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT B



### LEGEND



FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT



FLOODWAY

Scale: SCALE = 1" = 200'

Date: July 28, 2025

Approved By: T.J.S.

Drawn by: L.A.P.

## EXHIBIT B-1

### CONSERVATION GREENWAY EASEMENT DEDICATION HERITAGE CREEK - PHASE 5

NATURE TRAIL WAY, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

MAP 032, PARCEL  
206.00  
CLAYTON  
PROPERTIES  
GROUP, INC  
INSTRUMENT  
NUMBER:  
202001030-0126564,  
R.O.D.C.T

MAP 032, PARCEL 210.00  
RONALD & BRANDY WADE  
INSTRUMENT NUMBER: 202111007-0134647,  
R.O.D.C.T



## TRACT 2

0 50 100

POINT OF BEGINNING  
FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT A  
N:711,795.9  
E:1,742,801.9

50' METRO STREAM  
BUFFER ZONE 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°46'13"E	25.04'
L2	S04°49'03"W	64.40'
L3	S07°56'47"W	28.34'
L4	S10°48'43"W	27.18'
L5	S08°02'02"E	19.60'
L6	S13°22'27"E	34.66'
L7	N83°27'46"W	39.35'

FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY  
EASEMENT B

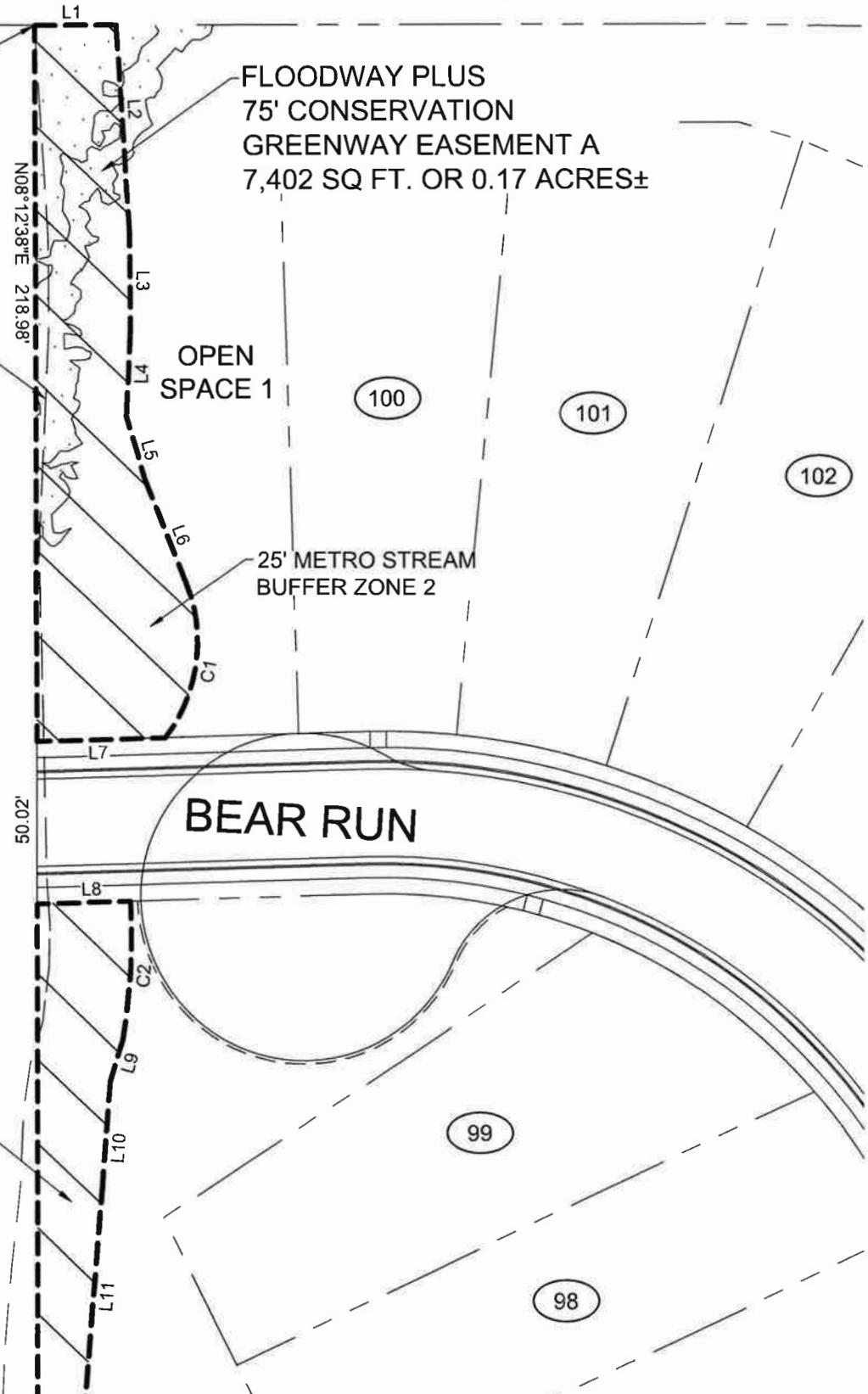
### LEGEND



FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT



FLOODWAY



Scale: SCALE = 1" = 50'

Date: July 28, 2025

Approved By: T.J.S.

Drawn by: L.A.P.

## EXHIBIT B-2

### CONSERVATION GREENWAY EASEMENT "A" DEDICATION HERITAGE CREEK - PHASE 5

NATURE TRAIL WAY, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

**RaganSmith**  
a Pape-Dawson company  
Nashville - Murfreesboro - Chattanooga  
ragansmith.com  
Ted J. Stevenson II  
tstevenson@ragansmith.com



0 100 200



## LINE TABLE

LINE	BEARING	DISTANCE
L8	S83°27'46"E	28.58'
L9	S24°34'48"W	13.93'
L10	S12°25'22"W	33.19'
L11	S12°58'23"W	67.52'
L12	S06°02'42"W	44.81'
L13	S00°37'48"W	27.86'
L14	S02°09'43"E	20.95'
L15	S02°39'51"W	19.57'
L16	S14°07'09"W	16.21'
L17	S03°34'38"W	25.97'
L18	S05°56'42"W	23.44'
L19	S13°46'26"W	25.38'
L20	S25°22'16"W	27.63'
L21	S04°32'10"W	59.44'
L22	S07°49'03"W	21.20'
L23	S16°51'31"W	46.31'
L24	S20°35'58"W	22.16'
L25	S08°19'04"W	8.18'
L26	S02°54'44"E	67.10'
L27	S04°52'14"E	43.40'
L28	S05°11'40"W	23.03'
L29	S12°31'49"W	22.75'
L30	S21°46'28"W	28.45'

## CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C2	178.26'	41.97'	13°29'27"	21.08'	41.88'	S11°32'37"W
C3	192.24'	80.45'	23°58'42"	40.82'	79.86'	S13°22'40"W
C4	253.15'	94.85'	21°28'08"	47.99'	94.30'	S07°06'09"E

## LEGEND



**FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT**



## FLOODWAY

Scale: SCALE = 1" = 100'

Date: July 28, 2025

Approved By: T.J.S.

Drawn by: L.A.P.

**POINT OF BEGINNING  
FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT B  
N:711,529.7  
E:1,742,763.5**

MAP 32, PARCEL 65  
ZONING: R20, OV-FLD  
CLAYTON PROPERTIES GROUP, INC  
INSTRUMENT NUMBER: 20200131-0011678  
R.O.D.C.T.

## HERITAGE CREEK FUTURE PHASE

50' METRO STREAM  
BUFFER ZONE 1

FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY  
EASEMENT B  
16,957 SQ. FT. OR  
0.39 ACRES±

BEAR RUN

25' METRO STREAM BUFFER ZONE 2

MISTY CREEK COURT

OPEN SPACE 2

25' METRO STREAM BUFFER ZONE 2

50' METRO STREAM BUFFER ZONE 1

HERITAGE CREEK PHASE 2

INSTRUMENT NUMBER: 20230510-0034999, R.O.D.C.T.

S73°58'31"W 45.47'

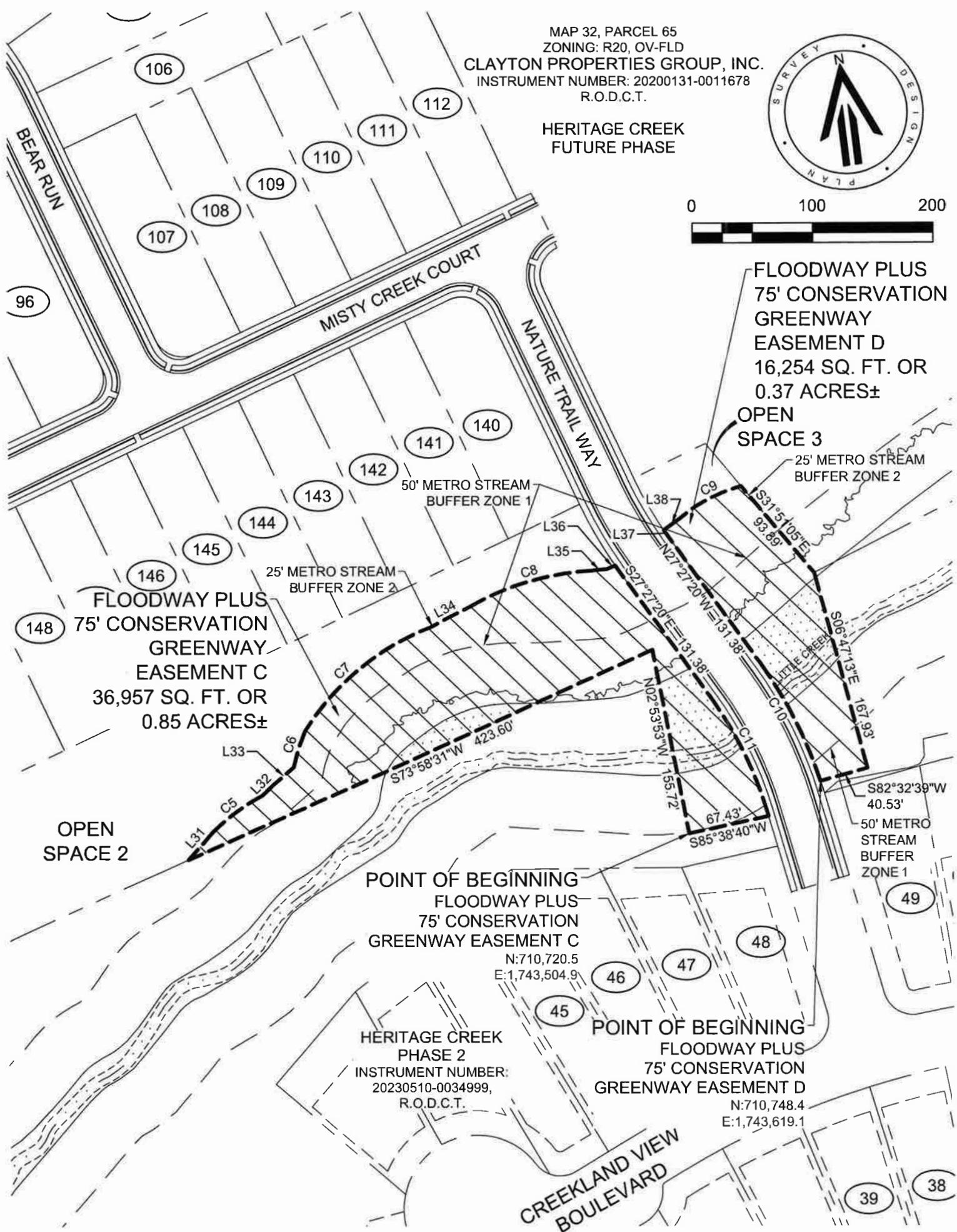
## EXHIBIT B-3

CONSERVATION GREENWAY  
EASEMENT "B" DEDICATION  
HERITAGE CREEK - PHASE 5

NATURE TRAIL WAY, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



**RaganSmith**  
a Pape-Dawson company  
ashville - Murfreesboro - Chattanooga  
[ragsmith.com](http://ragsmith.com)  
Ted J. Stevenson II  
[ts Stevenson@ragsmith.com](mailto:ts Stevenson@ragsmith.com)



## LEGEND



FLOODWAY PLUS  
75' CONSERVATION  
GREENWAY EASEMENT



## FLOODWAY

Scale: **SCALE = 1" = 100'**

Date: July 28, 2025

Approved By: T.J.S.

Drawn by: LAP

## EXHIBIT B-4

CONSERVATION GREENWAY  
EASEMENT "C" & "D" DEDICATION  
HERITAGE CREEK - PHASE 5

NATURE TRAIL WAY, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



**RaganSmith**  
a Pape-Dawson company  
ashville - Murfreesboro - Chattanooga  
[ragansmith.com](http://ragansmith.com)  
Ted J. Stevenson II  
[tslevenson@ragansmith.com](mailto:tslevenson@ragansmith.com)

## EASEMENT DEDICATION "C" & "D" CURVE AND LINE TABLES

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C5	166.87'	52.76'	18°06'54"	26.60'	52.54'	N61°07'18"E
C6	179.33'	31.52'	10°04'12"	15.80'	31.48'	N25°41'06"E
C7	216.58'	137.74'	36°26'23"	71.29'	135.43'	N58°58'36"E
C8	229.92'	107.16'	26°42'15"	54.57'	106.20'	N82°05'30"E
C9	135.17'	58.09'	24°37'17"	29.50'	57.64'	N70°31'28"E
C10	350.61'	109.41'	17°52'44"	55.15'	108.96'	N18°36'30"W
C11	308.00'	103.28'	19°12'46"	52.13'	102.80'	S17°50'57"E

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N49°06'13"E	29.54'
L32	N53°44'27"E	12.78'
L33	N57°01'16"E	22.24'
L34	N70°30'48"E	37.84'
L35	S87°25'03"E	11.92'
L36	N75°11'03"E	7.35'
L37	N26°55'04"W	5.78'
L38	N62°23'21"E	16.26'

Scale: N T S.  
 Date: July 28, 2025  
 Approved By: T.J.S.  
 Drawn by: L.A.P.

### EXHIBIT B-5

#### CONSERVATION GREENWAY EASEMENT "C" & "D" DEDICATION HERITAGE CREEK - PHASE 5

NATURE TRAIL WAY, THIRD COUNCIL DISTRICT,  
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

  
**RaganSmith**  
 a Pape-Dawson company  
 Nashville - Murfreesboro - Chattanooga  
 ragansmith.com  
 Ted J. Stevenson II  
 tstevenson@ragansmith.com