

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 6<sup>TH</sup> day of NOVEMBER, 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 Exhibit A1- A2 and Exhibits B1- B3 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- A2 and Exhibits B1- B3 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  
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

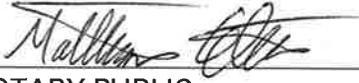
My Commission Expires: 6/20/2028

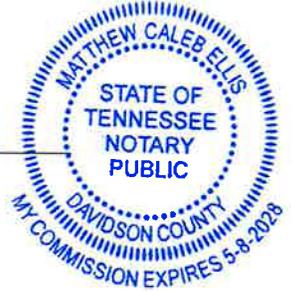


STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

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 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: 05-08-2028

## EXHIBIT A-1

### Phase 6

### Conservation Easement

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 the afore mentioned Clayton Properties Group, Inc., on the East by Julio Molina & Teresa Ortega of record as Instrument Number 20211008-0135713 R.O.D.C.T., on the South by Heritage Creek Phase 2 of record as Instrument Number 20230510-0034999, R.O.D.C.T., and on the West by Heritage Creek Phase 5 of record as Instrument Number (Not Yet of Record), 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 being in the northerly property line of said Clayton Properties Group, Inc. Property and the easterly line of Heritage Creek Phase 5, with State Plane coordinates of N: 710,920.5, E: 1,743 639.4 and being the southerly corner of the herein described Conservation Easement;

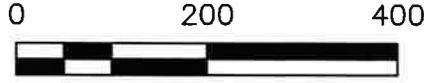
Thence, with said easterly property line, North 31 degrees 51 minutes 05 seconds West, 70.99 feet to a point;

Thence, leaving said easterly property line and crossing said Clayton Properties Group, Inc. property, for the next fourteen (14) calls;

- 1) North 59 degrees 21 minutes 03 seconds East, 66.51 feet;
- 2) North 61 degrees 25 minutes 50 seconds East, 73.76 feet;
- 3) North 62 degrees 06 minutes 53 seconds East, 206.24 feet;
- 4) North 70 degrees 28 minutes 49 seconds East, 48.05 feet;
- 5) North 75 degrees 25 minutes 05 seconds East, 51.05 feet;
- 6) North 55 degrees 05 minutes 35 seconds East, 56.65 feet;
- 7) North 58 degrees 12 minutes 01 seconds East, 35.99 feet;
- 8) North 71 degrees 10 minutes 49 seconds East, 98.71 feet;
- 9) North 70 degrees 46 minutes 32 seconds East, 75.95 feet;
- 10) North 59 degrees 25 minutes 33 seconds East, 52.65 feet;
- 11) With a curve to the right having a radius of 474.73 feet, an arc length of 156.51 feet, a delta angle of 18 degrees 53 minutes 20 seconds and a chord bearing and distance of North 74 degrees 29 minutes 29 seconds East, 155.80 feet;
- 12) North 83 degrees 51 minutes 18 seconds East, 63.48 feet;
- 13) North 87 degrees 11 minutes 44 seconds East, 57.49 feet;
- 14) With a curve to the right having a radius of 424.64 feet, an arc length of 21.68 feet, a delta angle of 02 degrees 55 minutes 32 seconds and a chord bearing and distance of South 87 degrees 57 minutes 06 seconds East, 21.68 feet to the westerly line of said Julio Molina & Teresa Ortega property;

Thence, with said westerly line, South 17 degrees 32 minutes 59 seconds West, 115.08 feet to the northerly line of said Heritage Creek Phase 2 property;

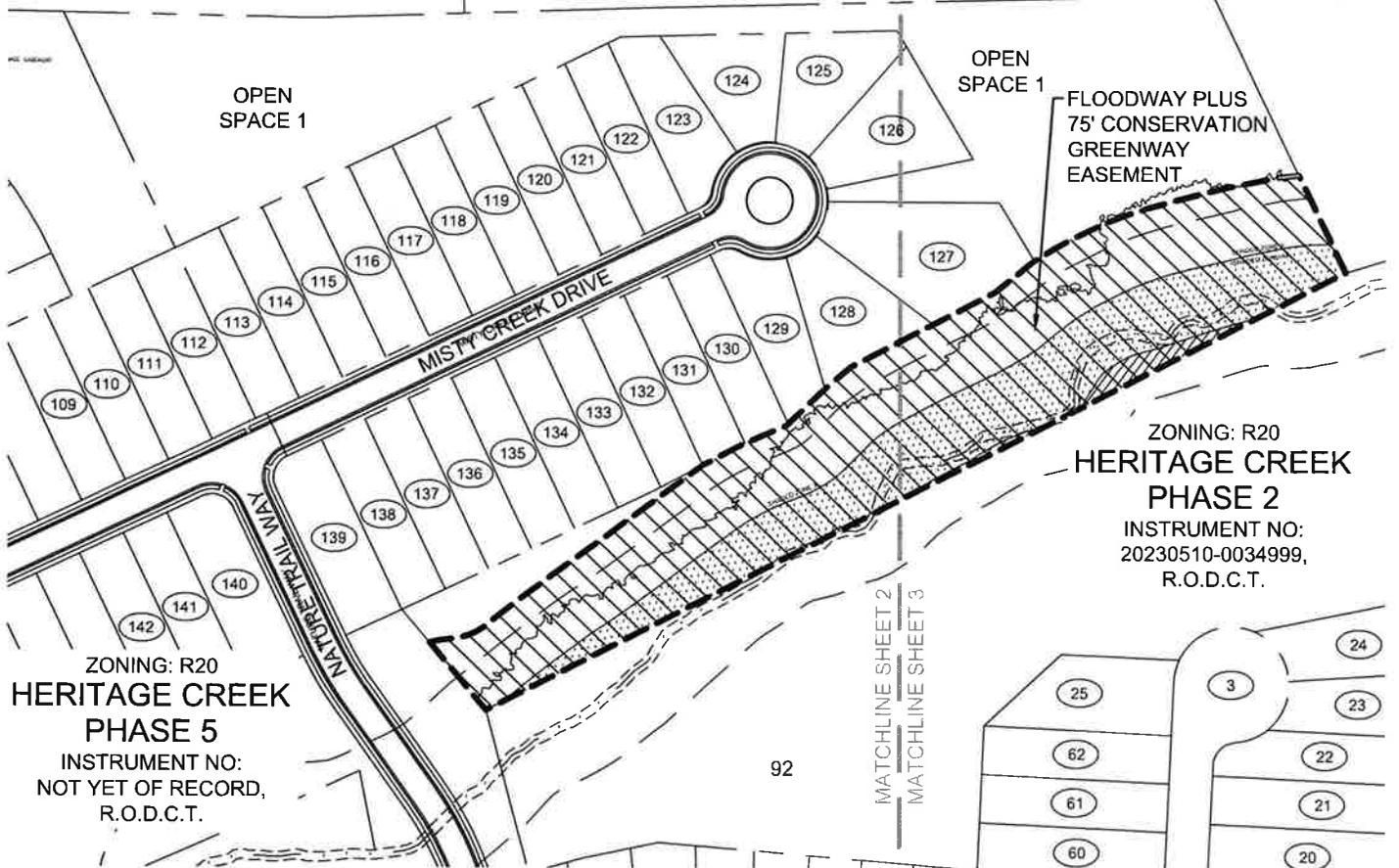
Thence, with said northerly line, South 71 degrees 17 minutes 13 seconds West, 1030.55 feet to the point of beginning containing an area of 136,364 square feet or 3.13 acres, more or less.



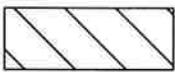
MAP 032, PARCEL 210.00  
**JULIO MOLINA &  
 TERESA ORTEGA**  
 INSTRUMENT NO:  
 20211008-0135713,  
 R.O.D.C.T.

MAP 032, PARCEL 210.00  
**RONALD &  
 BRANDY WADE**  
 INSTRUMENT NO:  
 202111007-0134647,  
 R.O.D.C.T.

MAP 032, PARCEL 210.00  
**ALLISON YVETTE &  
 WILLIAM PATTON**  
 INSTRUMENT NO:  
 20211013-0137415,  
 R.O.D.C.T.



**LEGEND**



FLOODWAY PLUS 75'  
 CONSERVATION  
 GREENWAY EASEMENT



FLOODWAY

Scale: SCALE= 1" = 200'

Date: July 28, 2025

Approved By: T.J.S.

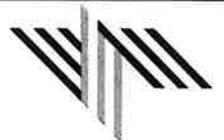
Drawn by: L.A.P.

Project No. 18-140  
 Sheet No. 1 of 3

**EXHIBIT B-1**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 6**

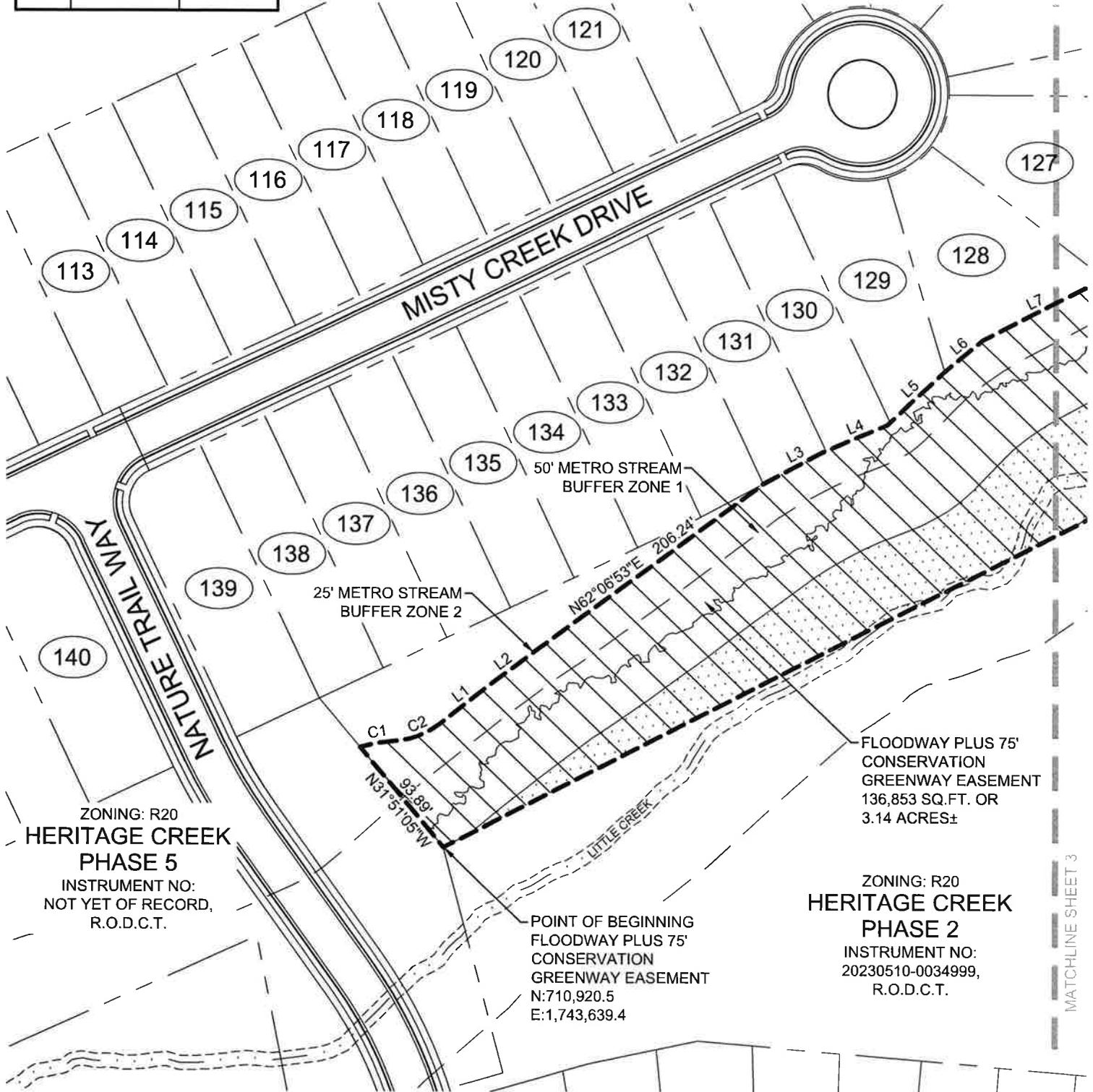
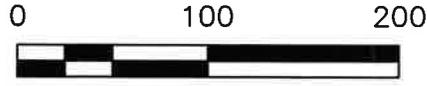
MISTY CREEK DRIVE, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



**RaganSmith**

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N60°06'35"E	40.36'
L2	N61°43'48"E	45.31'
L3	N70°28'49"E	48.05'
L4	N75°25'05"E	51.05'
L5	N55°05'35"E	56.65'
L6	N58°12'01"E	35.99'
L7	N71°10'49"E	98.71'



ZONING: R20  
**HERITAGE CREEK  
 PHASE 5**  
 INSTRUMENT NO:  
 NOT YET OF RECORD,  
 R.O.D.C.T.

FLOODWAY PLUS 75'  
 CONSERVATION  
 GREENWAY EASEMENT  
 136,853 SQ.FT. OR  
 3.14 ACRES±

ZONING: R20  
**HERITAGE CREEK  
 PHASE 2**  
 INSTRUMENT NO:  
 20230510-0034999,  
 R.O.D.C.T.

POINT OF BEGINNING  
 FLOODWAY PLUS 75'  
 CONSERVATION  
 GREENWAY EASEMENT  
 N:710,920.5  
 E:1,743,639.4

**LEGEND**

- FLOODWAY PLUS 75' CONSERVATION GREENWAY EASEMENT
- FLOODWAY

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C1	135.17'	25.37'	10°45'09"	12.72'	25.33'	N88°12'41"E
C2	61.23'	35.14'	32°53'12"	18.07'	34.66'	N77°44'08"E

Scale: SCALE= 1" = 100'  
 Date: July 28, 2025  
 Approved By: T.J.S.  
 Drawn by: L.A.P.

Project No: 18-140  
 Sheet No: 2 of 3

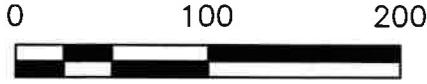
**EXHIBIT B-2**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 6**

MISTY CREEK DRIVE, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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 tstevenson@ragansmith.com

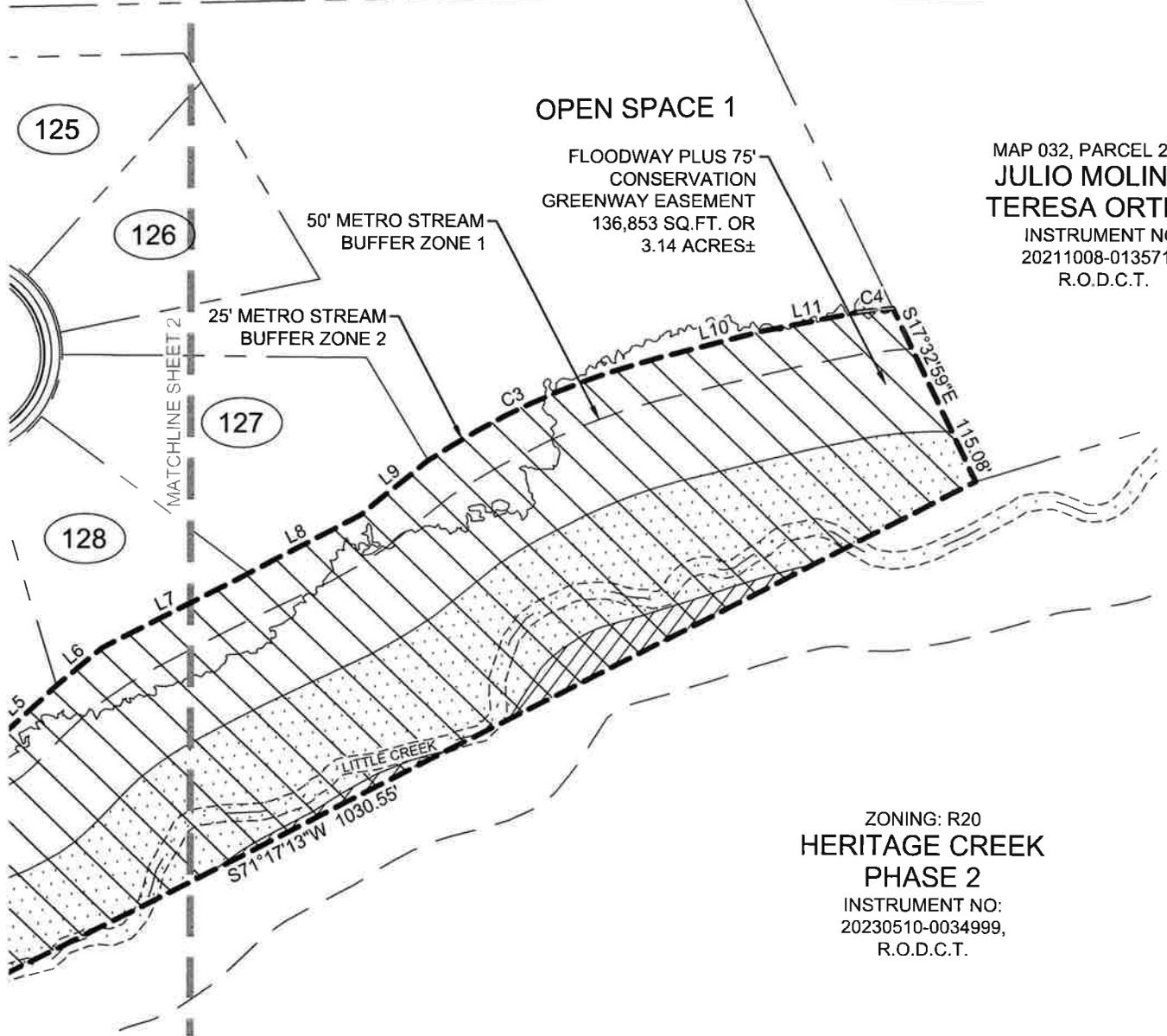
MATCHLINE SHEET 3



LINE TABLE		
LINE	BEARING	DISTANCE
L8	N70°46'32"E	75.95'
L9	N59°25'33"E	52.65'
L10	N83°51'18"E	63.48'
L11	N87°11'44"E	57.49'

MAP 032, PARCEL 210.00  
**ALLISON YVETTE &  
 WILLIAM PATTON**  
 INSTRUMENT NO:  
 20211013-0137415,  
 R.O.D.C.T.

MAP 032, PARCEL 210.00  
**JULIO MOLINA &  
 TERESA ORTEGA**  
 INSTRUMENT NO:  
 20211008-0135713,  
 R.O.D.C.T.



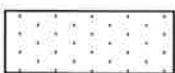
ZONING: R20  
**HERITAGE CREEK  
 PHASE 2**  
 INSTRUMENT NO:  
 20230510-0034999,  
 R.O.D.C.T.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BRG
C3	474.73'	156.51'	18°53'20"	78.97'	155.80'	N74°29'29"E
C4	424.64'	21.68'	2°55'32"	10.84'	21.68'	S87°57'06"E

**LEGEND**



FLOODWAY PLUS 75'  
 CONSERVATION  
 GREENWAY EASEMENT



FLOODWAY

Scale: SCALE= 1" = 100'

Date: July 28, 2025

Approved By: T.J.S.

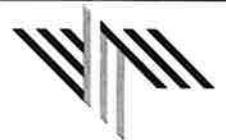
Drawn by: L.A.P.

Project No. 18-140  
 Sheet No. 3 of 3

**EXHIBIT B-3**

**CONSERVATION GREENWAY  
 EASEMENT DEDICATION  
 HERITAGE CREEK - PHASE 6**

MISTY CREEK DRIVE, THIRD COUNCIL DISTRICT,  
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



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 Nashville - Murfreesboro - Chattanooga  
 ragansmith.com  
 Ted J. Stevenson II  
 tstevenson@ragansmith.com

**CONSENT and ACTION in LIEU of MEETING  
of the MANAGER  
of  
DOMAIN TIMBERLAKE MULTISTATE 2, LLC**

October 23, 2024

THE UNDERSIGNED, being the manager of **DOMAIN TIMBERLAKE MULTISTATE 2, LLC**, a Delaware limited liability company (the "Company"), hereby consents and agrees, by signing this written consent, to the adoption of the following resolutions:

**APPROVAL of CONSTRUCTION CONTRACT and AUTHORIZATION for CLAYTON  
PROPERTIES GROUP, INC. to EXECUTE DOCUMENTS REQUIRED for  
CONSTRUCTION**

WHEREAS, the Company holds title to certain real property (the "Property"); and

WHEREAS, Clayton Properties Group, Inc., a Tennessee corporation, ("Clayton"), is under contract to acquire the Property from the Company through a series of takedowns; and

WHEREAS, the Company and Clayton have previously entered into a construction contract (the "Construction Contract") whereby Clayton is engaged as the general contractor in connection with undertaking all activities associated with installation and construction of all horizontal infrastructure on (and off-site of) the Property; and

WHEREAS, pursuant to the terms and conditions of the Construction Contract, the Company desires to grant authority to Clayton to execute in the ordinary course of business the following types of documents on the Company's behalf: applications and submissions on behalf of the Company with the County, special districts and utility providers, including, but not limited to, improvement plans, final maps, tentative maps, design review, utility extensions, lot line adjustments, subdivision agreements, utility service establishments, special district formations/annexations, and traffic control plans, and any and all such other agreements, instruments and documents related to and required for the construction of the Property (the "Project Applications and Materials") as contemplated in the Construction Contract, provided, however, the foregoing authorizations shall not extend to final signature on any documents which are to be recorded against the property. In addition, to the extent that Clayton is proceeding with the vertical construction of residences on the Property in accordance with the terms of the Option Agreement, the Company also desires to grant authority to Clayton to execute additional documents required by the County, special districts and utility providers in connection therewith, including, without limitation, construction permits, related utility permits and utility service initiation contracts, in which event such agreements, instruments and documents shall be deemed included as part of the Project Applications and Materials; provided, however, the foregoing authorizations shall not extend to final signature on any documents which are to be recorded against the property; and

IN WITNESS WHEREOF, the manager of **DOMAIN TIMBERLAKE MULTISTATE 2, LLC** has executed this Consent and Action in Lieu of Meeting as of the date first written above.

**DOMAIN TIMBERLAKE MULTISTATE 2, LLC**, a Delaware limited liability company

By: **DRP Holdco 3, LLC**  
Its: Sole Member .

By: **DRP Intermediate Holdco, LLC**  
Its: Sole Member

By: **Domain Real Estate Partners, LLC**  
Its: Sole Member

By: **DW General Partner, LLC**  
Its: Manager

By: *Houdin Honarvar*  
Name: **Houdin Honarvar**  
Title: **Authorized Signatory**