

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2025-706

Madam President –

I hereby move to amend Ordinance No. BL2025-706 by amending Exhibit A to add the Greenway Conservation Easement attached to this amendment after the Greenway Conservation Easement in Exhibit A.

SPONSORED BY:

Kyonzté Toombs
Member of Council

AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the 20th day of September, 2023, 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 **ROGERS GROUP, INC.**, an Indiana corporation, the property owner (herein referred to as the "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, of record in Instrument Number 20151223-0129074, in the Registrar's Office of Davidson County, Tennessee (herein referred to as the "Property"); and

WHEREAS, Grantor desires to grant and convey to Metro, its successors and assigns, a Conservation Greenway Easement, as defined below, over a portion of the Property, which shall be the Conservation Greenway Easement Area, as defined below, for the purposes of being preserved and made more accessible for public enjoyment; and

WHEREAS, the Conservation Greenway Easement Area, as defined below, 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 further intends, as owner of said Conservation Greenway Easement Area, as defined below to convey to Metro the right to preserve and protect the conservation values of the Conservation Greenway Easement Area 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 Conservation Greenway Easement Area, as defined below, 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 a portion of the Property (herein referred to as the "Conservation Greenway Easement") for the purposes of being preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of said Conservation Greenway Easement as part of the Metro greenways system, which shall be located as more particularly described and shown on **Exhibit A** and **Exhibit B** attached hereto and incorporated by this reference (the herein referred to as the "Conservation Greenway Easement Area").

1. **Purpose.** It is the purpose of this grant to allow Metro to utilize the Conservation Greenway 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 Conservation Greenway Easement Area. Grantor intends that the use of the

Conservation Greenway Easement Area will be confined to such activities as are consistent with the purpose of the Conservation Greenway Easement.

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

a. To preserve and protect the conservation values of the Conservation Greenway Easement Area; and

b. To construct and maintain a pathway to be located on the Conservation Greenway 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 Conservation Greenway Easement Area that is inconsistent with the purpose of the Conservation Greenway Easement and to require the restoration of such areas or features of the Conservation Greenway Easement Area 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 Conservation Greenway Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Conservation Greenway Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Conservation Greenway Easement Area:

a. It will make the Conservation Greenway 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 Conservation Greenway Easement area so as not to permit or suffer any use of the Conservation Greenway

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 Conservation Greenway Easement shall be from sunrise to sunset.
- ii. That all persons utilizing the Conservation Greenway 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 Conservation Greenway Easement Area inconsistent with the purpose of the Conservation Greenway 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 Conservation Greenway Easement. Further, Grantor reserves the right to maintain the Conservation Greenway Easement Area 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 Conservation Greenway Easement Area resulting from any use or activity inconsistent with the purpose of the Conservation Greenway Easement, to restore the portion of the Conservation Greenway Easement Area 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 Conservation Greenway Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Conservation Greenway Easement Area 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 Conservation Greenway Easement Area, 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 Conservation Greenway Easement Area 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 Conservation Greenway Easement Area 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 Conservation Greenway Easement Area, 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 Conservation Greenway 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 Conservation Greenway Easement impossible to accomplish, the Conservation Greenway 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 Conservation Greenway 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 Conservation Greenway Easement Area, 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 Conservation Greenway 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 Conservation Greenway 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 Conservation Greenway 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 Conservation Greenway Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Greenway 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 Conservation Greenway Easement unto Metro, its successors, and assigns, forever.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, we have caused this instrument to be executed as
of this 20th day of July, 2023.

September

GRANTOR:

ACCEPTED:

ROGERS GROUP, INC.,
an Indiana corporation

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: [Signature]

[Signature]
DIRECTOR, PARKS AND RECREATION

Name: DANIEL C. ROSE

Title: Vice President

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

Before me, a Notary Public of said County and State, personally appeared Daniel C. Rose, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a VICE PRESIDENT of Rogers Group, Inc., an Indiana corporation (the "Company"), the within named bargainer, and that he, as a VICE PRESIDENT of the Company executed the foregoing instrument for the purposes therein contained.

Witness my hand, at Office, this 20 day of September, 2023.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-4-27

[Notary Page to Follow]



STATE OF TENNESSEE }

COUNTY OF Davidson }

Before me, a Notary Public of said County and State, personally appeared Monique Horton Odom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Director of Parks and Recreation for The Metropolitan Government of Nashville and Davidson County ("Metro"), the within named bargainor, and that he, as the Director of Parks and Recreation Metro executed the foregoing instrument for the purposes therein contained.

Witness my hand, at Office, this 8th day of November, 2024

Larecia Travis
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/16/2026



EXHIBIT A

LEGAL DESCRIPTION OF CONSERVATION GREENWAY EASEMENT

[SEE ATTACHED]



RaganSmith

99149-8814

CONSERVATION GREENWAY EASEMENT: ROGERS GROUP, INC- TRINITY HILLS

BEING GENERALLY A PROPOSED VARYING WIDTH CONSERVATION GREENWAY EASEMENT RUNNING OVER AND ACROSS THE ROGERS GROUP, INC. PROPERTY OF RECORD IN INSTRUMENT #20151223-0129074, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON ROD (OLD) AT THE NORTHEAST CORNER OF AN OPEN SPACE AND THE NORTHWEST CORNER OF LOT 261 ON THE PLAT ENTITLED "TRINITY HILLS VILLAGE, SECTION TWO- FIRST ADDITION," OF RECORD IN PLAT BOOK 4460, PAGE 46, R.O.D.C.T. AND BEING THE SOUTHWEST CORNER OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROPERTY OF RECORD IN DEED BOOK 7954, PAGE 49, R.O.D.C.T. AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PROPOSED EASEMENT AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTHERLY LINE OF SAID OPEN SPACE, NORTH 81 DEGREES 21 MINUTES 30 SECONDS WEST, 104.30 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A DITCH;

THENCE, LEAVING THE SAID OPEN SPACE AND CROSSING THE SAID ROGERS GROUP, INC PROPERTY, GENERALLY FOLLOWING THE CENTERLINE OF A DITCH THE FOLLOWING THREE CALLS (1 THROUGH 3):

1. NORTH 14 DEGREES 12 MINUTES 52 SECONDS WEST, 90.77 FEET TO A POINT,
2. NORTH 26 DEGREES 45 MINUTES 15 SECONDS EAST, 81.91 FEET TO A POINT,
3. NORTH 22 DEGREES 20 MINUTES 06 SECONDS EAST, 90.52 FEET TO A POINT IN THE SOUTHERLY LINE OF THE SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY PROPERTY,

THENCE, WITH THE SOUTHERLY AND WESTERLY LINES OF SAID METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THE FOLLOWING TWO CALLS (1 AND 2):

1. SOUTH 82 DEGREES 34 MINUTES 34 SECONDS EAST, 36.80 FEET TO A 1/2" IRON ROD (OLD) WITH CAP STAMPED "RAGAN SMITH ASSOC",
1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, AN ARC LENGTH OF 257.53 FEET, A DELTA ANGLE OF 18 DEGREES 40 MINUTES 39 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 56 MINUTES 35 SECONDS EAST, 256.39 FEET TO THE **POINT OF BEGINNING** AND HAVING AN AREA OF 24,024 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400

EXHIBIT B

DEPICTION OF CONSERVATION GREENWAY EASEMENT AREA

[SEE ATTACHED]

MAP 59, PARCEL 226.00
ROGERS GROUP, INC.
 INSTRUMENT #20151223-0129074
 R.O.D.C.T

DEED REFERENCE

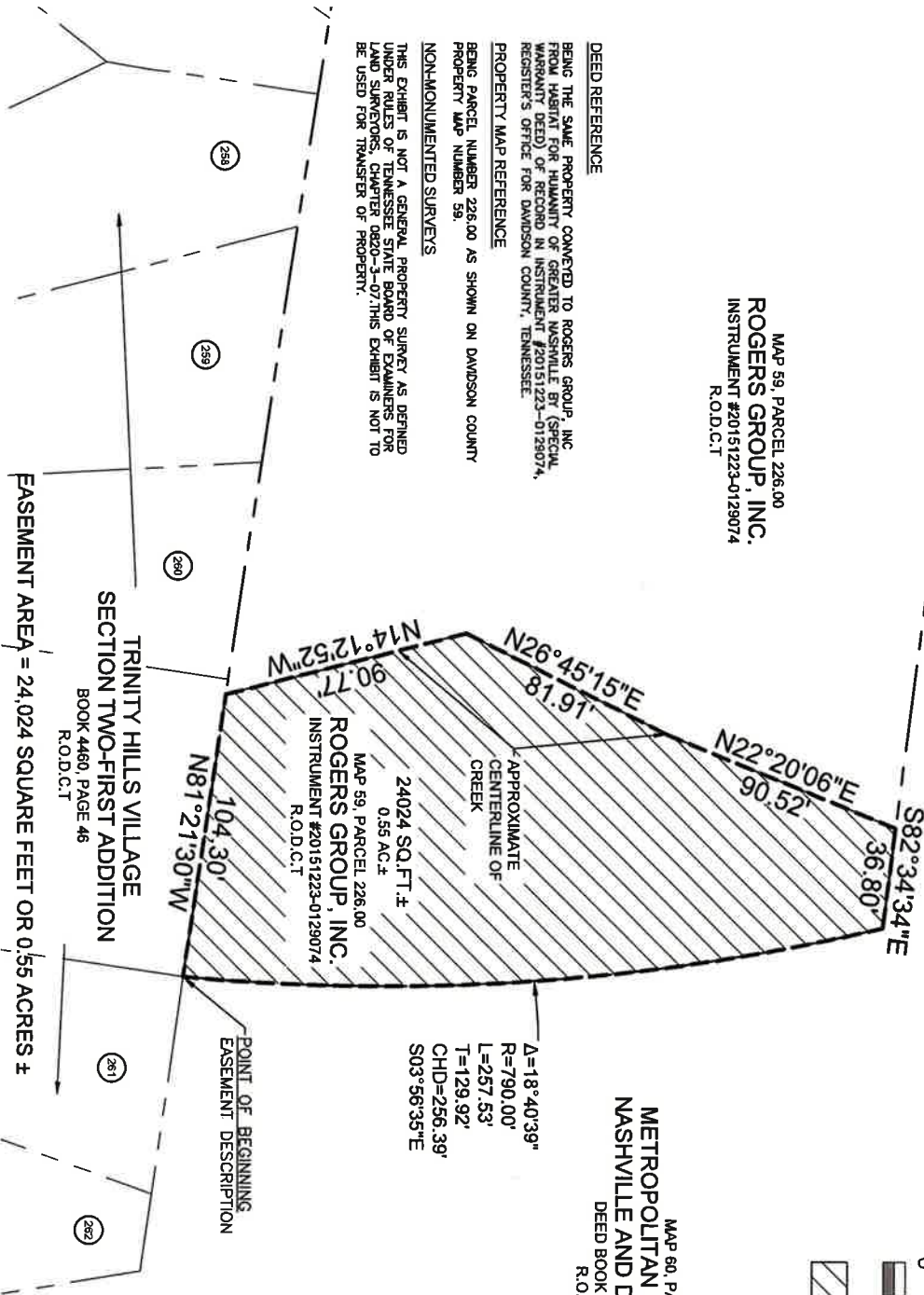
BEGING THE SAME PROPERTY CONVEYED TO ROGERS GROUP, INC.
 FROM HABITAT FOR HUMANITY OF GREATER NASHVILLE BY (SPECIAL
 WARRANTY DEED) OF RECORD IN INSTRUMENT #20151223-0129074,
 REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE

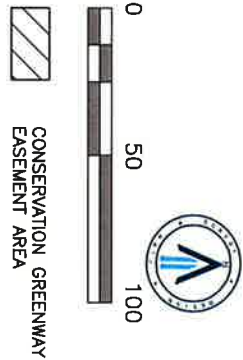
BEGING PARCEL NUMBER 226.00 AS SHOWN ON DAVIDSON COUNTY
 PROPERTY MAP NUMBER 59.

NON-MONUMENTED SURVEYS

THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED
 UNDER RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR
 LAND SURVEYORS, CHAPTER 0820-3-07. THIS EXHIBIT IS NOT TO
 BE USED FOR TRANSFER OF PROPERTY.



MAP 60, PARCEL 71.00
**METROPOLITAN GOVERNMENT OF
 NASHVILLE AND DAVIDSON COUNTY**
 DEED BOOK 7954, PAGE 49
 R.O.D.C.T



CONSERVATION GREENWAY EASEMENT
 FOR
**ROGERS GROUP, INC. TO METROPOLITAN
 GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**
 METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Drawn By: [Signature]
 Checked By: [Signature]
 Approved By: [Signature]
 Date: [Date]