## AGREEMENT FOR GRANT OF EASEMENT

#### for

### **CONSERVATION GREENWAY**

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 **M/I Homes of Nashville, LLC**, property owner (herein referred to as Grantor).

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

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

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

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

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

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

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

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

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

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

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

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. At Grantor sole expense, Grantor shall construct the paved greenway trail, trail shoulders, and greenway amenities (the "Amenities"), including without limitation a trailhead sign and structure and install landscaping (the "Landscaping"), as shown on the Final Site Plan attached hereto as Exhibit C. Grantor further shall forever maintain the Landscaping. Metro shall maintain the paved greenway trail, trail shoulders, and Amenities upon inspection and acceptance. For avoidance of doubt, Grantor's obligations under this paragraph shall run with the land and are binding on Grantor's successors and assigns. All of the work described in this paragraph shall be carried out 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. <u>Rights of Metro</u>. 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. <u>Metro Covenants</u>. 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:
  - consumption or possession of alcoholic beverages;
  - 2. horseback riding;
  - 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;

- possession of firearms, weapons or projected objects (consistent with state law);
- playing of radios, musical instruments or other devices in a manner that might disturb others;
- 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. <u>Other Prohibited Uses</u>. 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. <u>Reserved Rights</u>. 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 greenway improvements are accepted 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. <u>Metro's Discretion</u>. 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. <u>Waiver of Certain Defenses</u>. 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. <u>Amendment</u>. 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. <u>Extinguishment</u>. 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. <u>Assignment</u>. 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. <u>Subsequent Transfers</u>. 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. <u>General Provisions.</u>

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

b. <u>Liberal Construction</u>. 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. <u>Severability</u>. 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. <u>Entire Agreement</u>. 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. <u>Successors</u>. 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:** 

ACCEPTED:

MI Hoyges of Nashyille, LLC THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DIRECTOR, P ARKS AND RECREATION

STATE OF TENNESSEE COUNTY OF MANPY

On this the <u>2</u>or day of <u>Hugus</u>, 2024, before me personally appeared <u>David M. Cumming</u>, 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.

Koh NOTARY PUBLIC

STATE TEN.

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My Commission Expires: 4/24/2027

STATE OF TENNESSEE

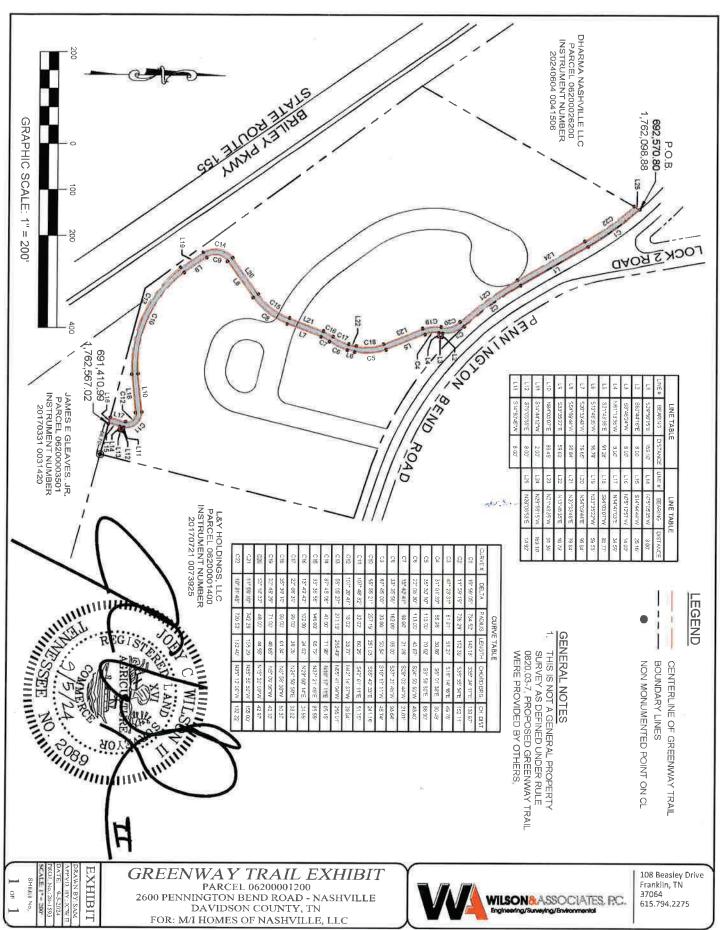
COUNTY OF DAVIDSON

On this the day of <u>Nolember</u>, 2029 before me personally appeared <u>Monique Honon Octom</u>, 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.

My Commission Expires:





# **Exhibit B**

# LEGAL DESCRIPTION FOR GREENWAY TRAIL FOR A PORTION OF MAP 62, PARCEL 12.00 INSTRUMENT NO. QC-20230623 0048000 M/I HOMES OF NASHVILLE, LLC

LAND LYING ON THE WEST SIDE OF PENNINGTON BEND ROAD NEAR ITS INTERSECTION WITH LOCK 2 ROAD IN THE FIFTEENTH COUNCIL DISTRICT OF METROPOLITAN NASHVILLE DAVIDSON COUNTY, TENNESSEE. OWNED BY M/I HOMES OF NASHVILLE, LLC AS RECORDED IN INSTRUMENT NUMBER 20230623 0048000 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODCTN). BOUNDED ON THE NORTH BY DHARMA NASHVILLE LLC AS RECORDED IN INSTRUMENT NUMBER 20240604 0041506, RODCTN; BOUNDED ON THE EAST BY PENNINGTON BEND ROAD AND L & Y HOLDINGS, LLC AS RECORDED IN INSTRUMENT NUMBER 20170721-0073925, RODCTN; BOUNDED ON THE SOUTH BY JAMES E. GLEAVES, JR. AS RECORDED IN INSTRUMENT NUMBER 20170331-0031420, RODCTN; AND BOUNDED ON THE WEST BY BRILEY PARKWAY (STATE ROUTE 155);

**BEGINNING** AT THE NORTHEAST CORNER OF M/I HOMES OF NASHVILLE, LLC, SAID POINT ALSO BEING THE NORTHEAST CORNER OF DHARMA NASHVILLE, LLC AND LYING ON THE SOUTHERN RIGHT OF WAY OF PENNINGTON BEND ROAD, HAVING A TENNESSEE STATE PLANE COORDINATES NORTH: 692,570.80 FEET EAST: 1,762,098.88 FEET; (NAD 83) 2011, U.S. SURVEY FEET;

THENCE, ALONG THE SOUTHERN MARGIN OF PENNINGTON BEND ROAD, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.52 FEET, AN ARC LENGTH OF 140.18 FEET, A DELTA ANGLE OF 10°56'05", A CHORD BEARING OF SOUTH 35°24'17" EAST, AND A CHORD DISTANCE OF 139.97 FEET TO A POINT;

SOUTH 29°56'15" EAST, FOR A DISTANCE OF 169.10 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 728.29 FEET, AN ARC LENGTH OF 152.39 FEET, A DELTA ANGLE OF 11°59'19", A CHORD BEARING OF SOUTH 35°55'54" EAST, AND A CHORD DISTANCE OF 152.11 FEET TO A POINT;

THENCE, THROUGH THE PROPERTY OF M/I HOMES OF NASHVILLE, LLC, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 61.91 FEET, AN ARC LENGTH OF 51.21 FEET, A DELTA ANGLE OF 47°23'31", A CHORD BEARING OF SOUTH 18°14'16" EAST, AND A CHORD DISTANCE OF 49.76 FEET TO A POINT;

SOUTH 80°44'16" EAST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

SOUTH 08°46'24" WEST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

NORTH 81°13'36" WEST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.98 FEET, AN ARC LENGTH OF 30.86 FEET, A DELTA ANGLE OF 31°01'39", A CHORD BEARING OF SOUTH 6°01'38" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A POINT;

SOUTH 21°43'35" EAST, FOR A DISTANCE OF 91.28 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET, AN ARC LENGTH OF 70.02 FEET, A DELTA ANGLE OF 35°30'10", A CHORD BEARING OF SOUTH 3°58'30" EAST, AND A CHORD DISTANCE OF 68.90 FEET TO A POINT;

SOUTH 13°46'35" WEST, FOR A DISTANCE OF 16.79 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 113.00 FEET, AN ARC LENGTH OF 43.67 FEET, A DELTA ANGLE OF 21°08'30", A CHORD BEARING OF SOUTH 24°50'50" WEST, AND A CHORD DISTANCE OF 43.40 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET, AN ARC LENGTH OF 21.06 FEET, A DELTA ANGLE OF 13°42'41", A CHORD BEARING OF SOUTH 29°03'44" WEST, AND A CHORD DISTANCE OF 21.01 FEET TO A POINT;

SOUTH 20°33'48" WEST, FOR A DISTANCE OF 79.65 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, AN ARC LENGTH OF 95.00 FEET, A DELTA ANGLE OF 33°35'56", A CHORD BEARING OF SOUTH 37°21'46" WEST, AND A CHORD DISTANCE OF 93.64 FEET TO A POINT;

SOUTH 54°09'44" WEST, FOR A DISTANCE OF 96.84 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 33.00 FEET, AN ARC LENGTH OF 50.54 FEET, A DELTA ANGLE OF 87°45'06", A CHORD BEARING OF SOUTH 10°17'11" WEST, AND A CHORD DISTANCE OF 45.74 FEET TO A POINT;

SOUTH 33°35'22" EAST, FOR A DISTANCE OF 59.03 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 257.19 FEET, AN ARC LENGTH OF 251.03 FEET, A DELTA ANGLE OF 55°55'21", A CHORD BEARING OF SOUTH 65°42'33" EAST, AND A CHORD DISTANCE OF 241.18 FEET TO A POINT;

N 84°03'07" EAST, FOR A DISTANCE OF 83.49 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 32.02 FEET, AN ARC LENGTH OF 60.26 FEET, A DELTA ANGLE OF 107°48'32", A CHORD BEARING OF SOUTH 42°01'11" EAST, AND A CHORD DISTANCE OF 51.75 FEET TO A POINT;

SOUTH 14°44'12" WEST, FOR A DISTANCE OF 2.00 FEET TO A POINT;

SOUTH 75°5'35" EAST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

SOUTH 14°50'45" WEST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

NORTH 75°5'35" WEST, FOR A DISTANCE OF 8.00 FEET TO A POINT;

SOUTH 14°44'44" WEST, FOR A DISTANCE OF 25.16 FEET TO A POINT ON THE NORTH MARGIN OF GLEAVES;

THENCE, ALONG THE NORTH BOUNDARY OF GLEAVES, NORTH 75°12'57" WEST, FOR A DISTANCE OF 14.00 FEET TO A POINT;

THENCE, THROUGH THE PROPERTY OF M/I HOMES OF NASHVILLE, LLC, THE FOLLOWING CALLS:

NORTH 14°47'3" EAST, FOR A DISTANCE OF 34.59 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 18.02 FEET, AN ARC LENGTH OF 33.77 FEET, A DELTA ANGLE OF 107°20'47", A CHORD BEARING OF NORTH 42°14'37" WEST, AND A CHORD DISTANCE OF 29.04 FEET TO A POINT;

SOUTH 84°03'07" WEST, FOR A DISTANCE OF 83.77 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 271.19 FEET, AN ARC LENGTH OF 265.49 FEET, A DELTA ANGLE OF 56°05'27", A CHORD BEARING OF NORTH 65°041'4" WEST, AND A CHORD DISTANCE OF 255.01 FEET TO A POINT;

NORTH 33°35'22" WEST, FOR A DISTANCE OF 59.53 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 47.00 FEET, AN ARC LENGTH OF 71.98 FEET, A DELTA ANGLE OF 87°45'06", A CHORD BEARING OF NORTH 10°17'11" EAST, AND A CHORD DISTANCE OF 65.15 FEET TO A POINT;

NORTH 54°9'44" EAST, FOR A DISTANCE OF 96.84 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 148.00 FEET, AN ARC LENGTH OF 86.79 FEET, A DELTA ANGLE OF 33°35'56", A CHORD BEARING OF NORTH 37°21'46" EAST, AND A CHORD DISTANCE OF 85.55 FEET TO A POINT;

NORTH 20°33'48" EAST, FOR A DISTANCE OF 79.84 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.00 FEET, AN ARC LENGTH OF 24.62 FEET, A DELTA ANGLE OF 13°49'42", A CHORD BEARING OF NORTH 29°00'14" EAST, AND A CHORD DISTANCE OF 24.56 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 99.00 FEET, AN ARC LENGTH OF 38.26 FEET, A DELTA ANGLE OF 22°08'30", A CHORD BEARING OF NORTH 24°50'50" EAST, AND A CHORD DISTANCE OF 38.02 FEET TO A POINT;

NORTH 13°46'35" EAST, FOR A DISTANCE OF 16.79 FEET TO A POINT;

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 99.00 FEET, AN ARC LENGTH OF 61.34 FEET, A DELTA ANGLE OF 35°30'10", A CHORD BEARING OF NORTH 03°58'30" WEST, AND A CHORD DISTANCE OF 60.37 FEET TO A POINT;

NORTH 21°43'35" WEST, FOR A DISTANCE OF 91.30 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 71.00 FEET, AN ARC LENGTH OF 40.65 FEET, A DELTA ANGLE OF 32°48'26", A CHORD BEARING OF NORTH 05°09'06" WEST, AND A CHORD DISTANCE OF 40.10 FEET TO A POINT;

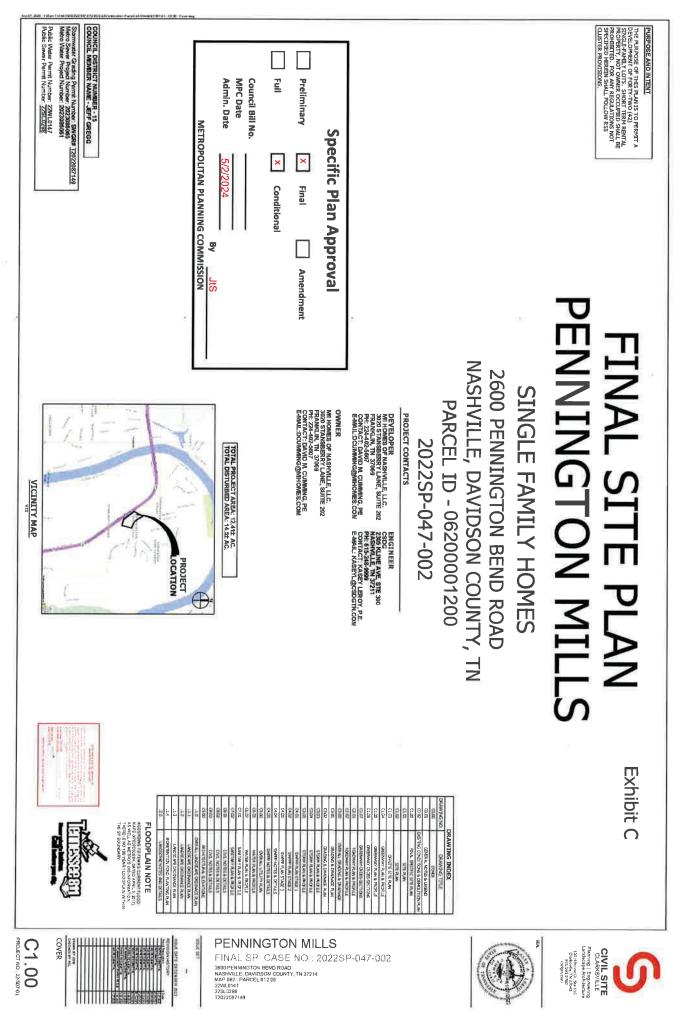
ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 48.00 FEET, AN ARC LENGTH OF 44.55 FEET, A DELTA ANGLE OF 53°10'32", A CHORD BEARING OF NORTH 15°20'09" WEST, AND A CHORD DISTANCE OF 42.97 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 742.29 FEET, AN ARC LENGTH OF 155.29 FEET, A DELTA ANGLE OF 11°59'10", A CHORD BEARING OF NORTH 35°55'50" WEST, AND A CHORD DISTANCE OF 155.00 FEET TO A POINT;

NORTH 29°56'15" WEST, FOR A DISTANCE OF 169.10 FEET TO A POINT;

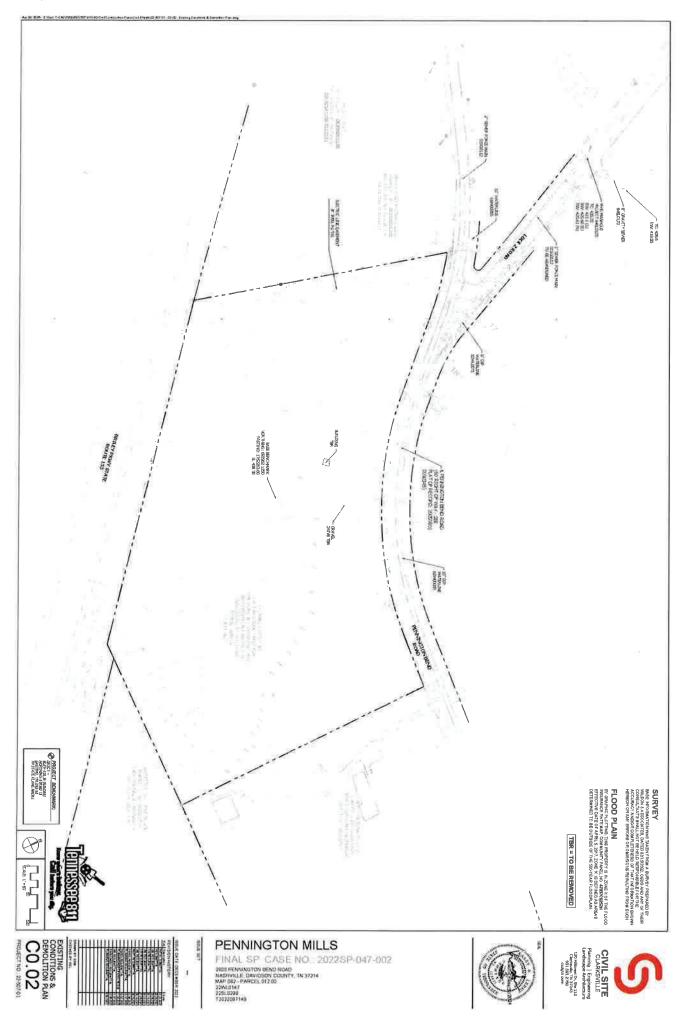
ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 720.52 FEET, AN ARC LENGTH OF 132.40, A DELTA ANGLE OF 10°31'43", A CHORD BEARING OF NORTH 35°12'06" WEST, AND A CHORD DISTANCE OF 132.22 FEET TO A POINT AT THE EAST BOUNDARY OF DHARMA NASHVILLE, LLC;

THENCE, ALONG DHARMA NASHVILLE, LLC, NORTH 29°06'53" EAST, FOR A DISTANCE OF 14.92 TO THE POINT OF BEGINNING, TOTAL AREA OF SAID GREENWAY TRAIL CONTAINING 22,475 SQ FT OR 0.516 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES ON SEPTEMBER 2024.

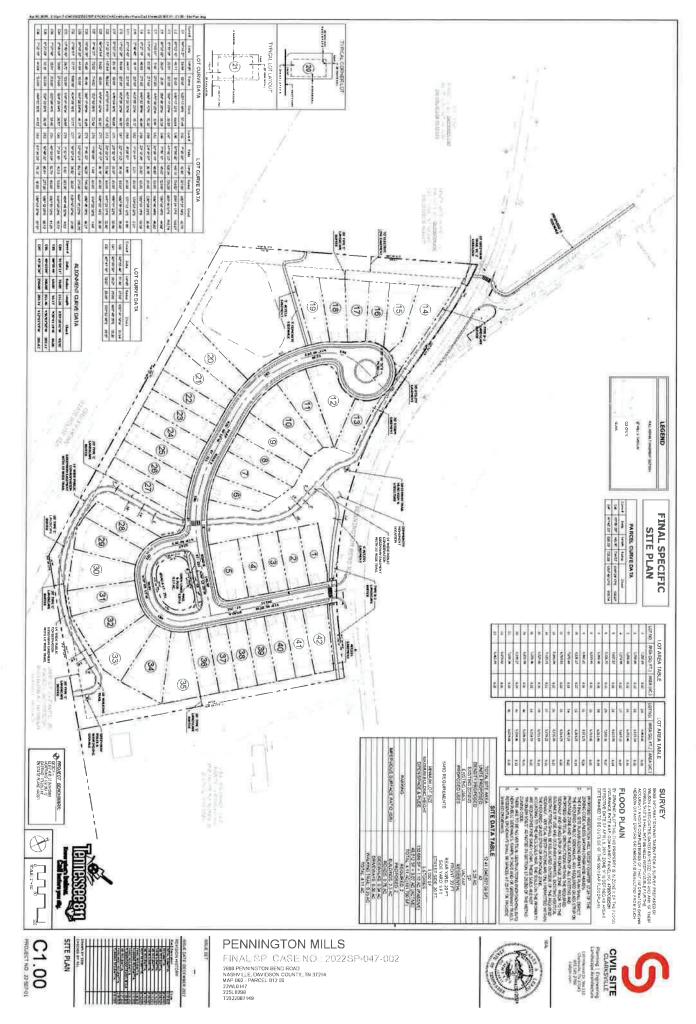


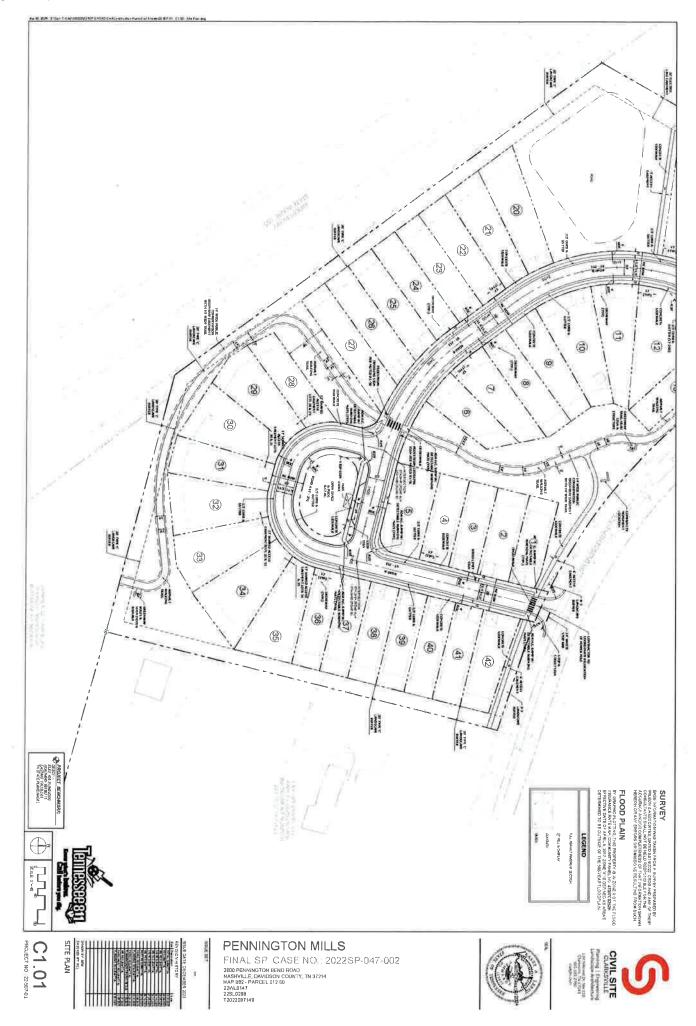
22-507

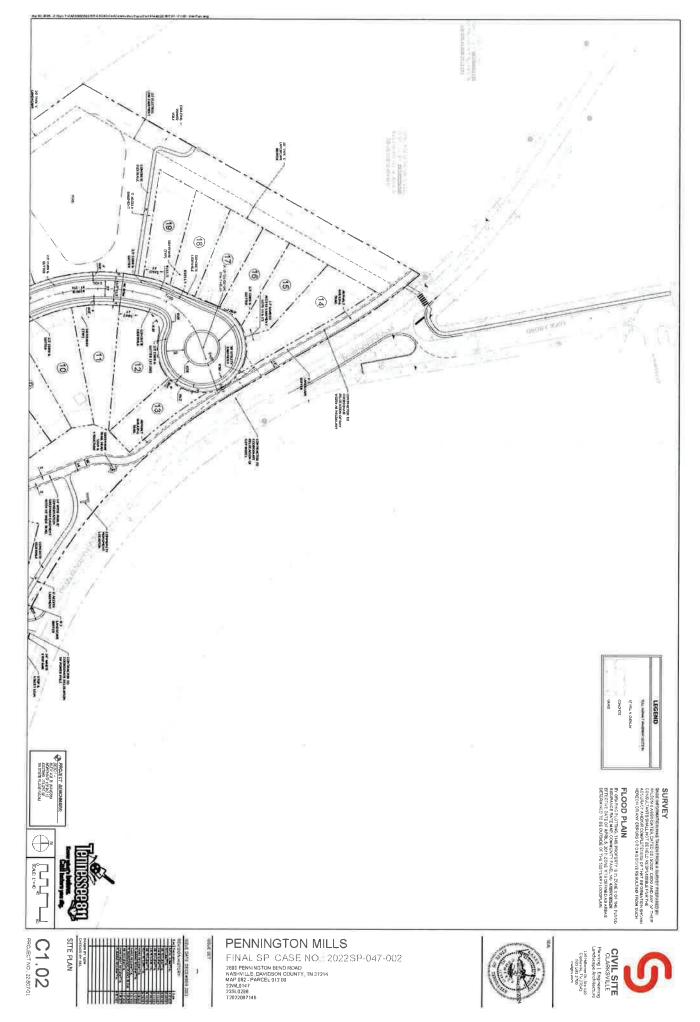
NOTES: Specific Plan Notes: Purpose and Intent The purpose of this pain is to Pormi a deve Flood Plain: Survey: Edsting Conditions The activity site currently is currently an open lists Applicability to the General Plan The property is within the Donatem / Hermitage / Cit all information was to 3DS, and any of their 3L information shown Indscape Notes: giaphic polling, bils property is in Zonis X: of use Flood Insurance Hale Map, Consulumity Panel tap 337CCCS2H affective date of APRIL 5: 2017: Zone X:is defined as areas determined to be outside of Contracting shad have and mindex exercises attain Converse writter can be highly adjusted at the amount AMD bits theredy grades Final condition fairs and rove grades that constrived here delegis reguly Dept of Public Works. Stopes elong roadweys shall not exceed 31 Iblic Works Construction Notes: The think also plant is building period sale plant shall depet the excurse purso step on translage score and the volume of all access the plant for excurse steppeds and posed step on incollege z one. Thus to be iso particle using steppeds and posed step on incollege z one. Thus to be particle using steppeds and posed step on incollege z one. Thus to be particle using steppeds and posed step on incollege z one. Thus to bising the stepped stepped stepped stepped stepped stepped stepped stepped bising the stepped bising the stepped 504 used in backfilling landscape pits shall be lopsoil : Any sense of trees to be parced in a particulta arraingement will labdscape architect. Any plante micanninged will be relocated a owner. Trees shall be placed on-center when possible unless m Cure and guilter installed may be leaded to yonly flow to the atom chain system boot in roadways Elevation of the curp and guller is the responsibility as dealyneed All of the public subtroate along this readway shell follow the grade of the roscowey and shall not be sourclud to meet private stoewall, contections. The adulatments shall be made out of the right of vary Stop signe to he 30 Inth x 30 intlu-According to FEMASscienced (bod maps (AP032C0252H) dailed APRILS, 2017, us well as Metros 315 information, there is no 100 year floodobin within the BP boundary The developer of itsis project whall corpoly with the requir (M WIO Code Chapter 17, 24) Apploval of usy specific cars does not no myst any parsel shown on the ban or any development within the \$2 flow, recollarise with all provisions of the Halio Zorine Core with report to twordplan, storp stope it unstable both, standardia, not subcompty, releana, animps and units it to units the storp stope it unstable both, standardia, not subcompty, releana, animps and units it to the store of the store store it to be applied by the store store of the store store it to be applied by the store store of the store store it to be applied by the store store of the store store store it to be applied by the store evale valer Services etail III surface partong are using must reset the "parking area surgering and landscaping" requirements per field in the Mistro Zugleg Code kých) pæking stiskt be providet in accordance with Section 17 20,135 of the Mistro Zoning Code osimited in this development small is bude residential weptertantly relopment Standards is the "Australion purposes to anticate the basic premise of the development, sait behaves to markete approval comments only. The final for courd and whises of the pain shall be governed by markete approval and the second state of the second sec elopment Plan igns to have 3M reflectivis costing rrequisid fee flow, emergiancy rehicle access and riel prior to the issuance of any building permits a) diversity and a the first and an average of the second state litted Uses parking requilements shall be based on the leader of the current zoning code at the time that ing permis are applets for or the complexity only in afternal the time of the Pretimioner SP szerepment within the boundaries of this plan shall be based on the ricard with Dicabilities Act and the Pair Housing Act. urding to the NPCS Solts Man, the solts on the procenty are sequentime fine sanoy warn any are not "propern solts" as noted in section 17.28 050 of the Metro Zioneg Code. menenia curvet, ser bin bespricters settati te tre Mate-men derenen sainet o Ment ROM (1,12 ACP) veze-alitori. Nil or disturbance of the existing ground rauze be done in accordance with realer management profilance 79-940 and approved by the Melro Department of waler ignalio have sw inch while leaves on a nine inch some set they do to be set of bowau losaled in the nont of way or in the sidewalk shall be endedion rsingly from 111 2% plan is to Permit a developm occupied shall be prohibiled Blandards, reputations and requirements not specifically station on the SP pion and condution of Commission or Council approval. The property shall be subject to the electrations and requirements of the RSS zoning district as of the date of the application alon. s Domaion a Heralina US 24, 2017, The con phacehood Explaining littles and services shall be installed unperground. a sunvey prepared by WILSON & ASBOCIATES, dated 03/15/2022 Is shall nd be held leaponeble for the accuracy and/or comparieress any errors or onvesions resulting from such ends to develop a 42 Bours in several one site plan putlined in Griset L1 0 regulations not specified lieren shat follow au enacting or dname, or and vehicular sents of the SP ires ordinaries 2008-028 promunity Plan area plan for the property red public siderralika, anv required porquel visitical dostructioner within is isaulinea of use and occupranter is isaulinea of use and occupranter side siderralik ventical in the isquired addexalk ventical isquired addexalk ventical isquired addexalk ventical isquired addexalk isquired addexalk ventical isquired addexalk isquired addexalk isquired add ID6 N PV r nenulas inis 4 vs accuracy by Ins to expense to Ine shall no All malerials be simults, legns, li accepted shall. 5 Cantlealet by structure reproved shall be plient and soscifications. 18 Eviding Investio de preserved are to oe panicades balore begroning construction. In ecconance with the tree preservation notes and detail on the lander appiption. 20 Selective cleaning considing of performed in line preservation a SITE DEMOLITION NOTES: Tree Density: GENERAL NOTES: All roadway, di specificational Provide a smooth transform between scieting pavernent and new pervensing Slight field actual fine grades may be necessary The conductor shall incorporate this hork only isolation visites or temporary plugg required to conditust new utility lines and demoken existing utility lines. Concrete for ci cotles Served in impain intro Je within the area affected in the proposed unsetudion. The provident call in nework the working integration systems in accounties with binchuse using one the abstrace pain some shall be maintained builting construction to the landscape prove analy numerical impacted some shall be maintained builting construction to the landscape of analy numerical impacts and the source of the Existing lights and coles being removed shall be first otherwite to the owner's representative prior to decosing of literal Subordinate Lighting periorition and layout with the electric at thewing e Contency is all optimate providing of the contraction with this owner's inpresentative and liscal governing agreery error to tegrating work, Disection of westing utility reveals and tests, patients shall be invitated to its as using social and inflated only after approval by the local governing agring and the utility concerning. No utility or storm sever lines shall be dyno plikt to indo operation The contractor shall preserve and protect survey repliatement of any disturbed control points The contractor shall use water symmitting and other autiable methods as necessary to control and diff caused by the demoliliant work. The convision is nearantikely or togeting all charles and uncaded subsets. The card or project, utilities that any to remain Repair any damage according to beauty studied is and all the contractor's expense. Cool dhate air costituction with the expressive utility company. This contractor is insponsible for all der improvemento snown on these plane. TN State Plan NAD83 CSDG and an accuracy and/or completenessol mail from such Contrails and prover yours, your rescher (1 no. The brackets shall be selected branned to 25% indextemp robust stops. All data and book outstate in treat and should data use prunes "syncer tays, even or other non-blockyrouses msterial and encrose temp protections." Contractive what suburn a 10 ounce sample of the topicial propriate to a testing tabletane for unarysy, tead results, with recommendations for surfacility, shall be submitted to the owner encreaentation for approxist. Marticide (trollan or equivalizit) shall be applied to all landstage beds proi to vised control at a rate of 2 pounds per 1,000 square feet encervenus plants, very end or sour and (pait having a philes) brait 65 beit be meet with sufficient lines be protect as signify actor sentions (a philotif 6 to 8 \$ 10 10 10 10 connectual fontaces at the rate of 2 perma per nubic yard shall be estated. Gent Kentlean and peak shall be thousaget, meet or hand or reliany title: Reflocation of existing plant material eshall be coordinated with the owner and relocated to a beargnated area on the site The contractor small conform to local nodes execution of the work The contractor shall held verify the tindle of demotion with the comprehension of work. Controctor shall warranty all maternal for one year sitter date of final acceptance Scores activation and access them to a dependent of a number, will sense of a number of statement Plarks shall be griented vie trady and priority of the table accessions. All non bioded containers shall be removed and disposed of off site. Sour used an bestvilling erical cours plant is half no foods in mixed with SDK, pool or vinuting, S10.5 commercial tendence at the late of 5 pounds par inducing and used. Both fertilized and peet that the thougand from which that not of dark filter. systeming basing interfained under principalitation, the constraction shell notify the kindewides set for a sub-indistability industriation in order to varies all park fusional minute specific allong , of same saleways abadil be involvined in growth character and unatornaty. value has and severe to a carcinored is baseded bits contracts may based, over neck to bake where the production of the long and management of the long for one of the contract of the long carcinologic is not a set of the long for a contract of the results of calling here when the proposed outling basisming can't be legitly beyond in the no shall be removed. here soluting parement, waks, or curbs are to be removed, saw cut to provide a clean rdinate extent of parement demotion, with the timu, of new enprovements on the see to ttor anali ca speing removed and not value shed under this new construction, including treasy and s, utility situations, should be first offlared to the owner exemptionality and if not at than be properly disposed of by the contractor. curpt and adewalks shall be that an another of the local municip Then K calliger magnets and synehod specifikation for the indential schools and a general instrumm mequited age of inski palarit. Guality is see of paints special of nodes, and size in secondanue with an a 11 zDN Tamperer standard for invisely about (numeric listed by the American association of numerymen rate. COLD CREAKING INCOLD on the malenal at byo to alway sibe correct e material schedule s the isability perminant quatellons rey prepared by <u>WILSON & ASSOCIATES</u> Darred 0/3/15/2022 of their consultants shall not be held responsible for the rformation efform hereen or any errors or onesations resulting of vines, septings under 1<sup>th</sup> planetar and underbrush shall be arrial to the project and noted on plans obtain all permisions give all notices required for Theo shed upild the new insulhave been installed and an oscielled and Are provided do the benefit of the contr he sygnt of a discrepancy. Itse strates i contractor sitoli by responsible for hol i hose quantities and say rotaled contra by MILSON & ABSOCIATES\_ Dated 02/15/202 0 lines of 0 ioints and shall be responsible for per acre owner's representative prior to Auris united for Date 20 ad pue striamenupar activ I DATI 12 The quarking & draileogn pain is not a diagrammation or guaranise of the subadity of the subadrace of condensation work in related to Determination of this subscripts a conditions for the weak more set of condensation work in determination of the subscripts. Condensation work in determination of the subscripts according to the contractor. SITE GRADING, DRAINAGE AND EROSION CONTROL NOTES: 1 The defunded area for this project (capproximately 14.5 across) 72 These plans, terestroit by Cytel Bile Dowart ST be staffty of the consultation contentation at the performance of the were. The seal of the engine hereon deserved, a level to dark synthesis and the seal plane. The construction contractor shall may be required by U.S. Occurrentonial Safety regulations. (1) The general contract of approximate statistical statistics according to the source of the sou 21. In the case of conflict between this drawing and any other grawing and/or the specifications, the engineer shall be immediately notified for classication. Do not drawn vegelabon or ramove trees except when necessary to gran piloperty comme: silegality If any splings or underground streams are expl may be required. The drains shall be specified conultants which are sneouwared, and shall be The submethy shall suffry will all partners provided to be name sumption mount by AQC of America, we will be padey and much supprise the U.S. Constraint of Land Construct still barrrera before beginning any grading operations Satiment involved from administ collubility function to pointed at a sto-approval to a single growting administry is and the second a single provided to the second to a structure at the evolution to instruments or administry to an administry of the second second second second second second at the second sec The sover rate regimate growing to not issuing instructionality for the post-bit hit, giving conduction, utilians of the first hit may be according to the context of the set of the set of the set of the definet. 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In this composite acids marked be maded king this continued to the email and contained weres. In this composite acids marked be maded king this continued to the email advice contained to the section. repailed of The remarkance was an average surveyers, is in some same sources, the polynomes was sources and in the rest was all in the remarkance of the source source and the rest sources are an end of the rest of the previous sources are a state of the rest source sources. The source of the rest of the previous sources was a state of the rest sources was and the source of the rest of the previous sources are a state of the rest of the rest sources and the source of the rest o (A) we can add to exploit a value orbit, the 3 are means 3 and be provide yours of permitted so texts orders. If us the mean-advance of the context of the sector sound is the sector of the sector sources, builting A. 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At new pipes under studing parted areas shall be backriled to the top of subgrade with \$57 crushing store Cean : Ni Lennes sevene here are apploarmable? SSG filad with sentence or a supressing or me come supresentation: Stataman testad be realister 3a elfisterenses is Sylficknik/ reduced, or as plicted by the comer's revealentable. Slockoled topsoil or fill malenal shall be insplied so no vreut or order nearby streams. The contractor shall call T ennesses One Calf (917) 72 hours provide proceeding with any excavation In the event of any discrepancies and/or encost cound encountered duiling constitution, the contractor shall proceeding with the work. Contractor shall give all construction The contractor shall comply with all pertiment provision construction? Issued by ASC of America, Inc. and the Construction? Issued by the U.S. Department of Public pse etrept Evisting p Curbs shall be parabet to the centextere of drives. The curb shall be placed only effect having will break points (PC, & PT of curves) located at the face of curb of all a consistent offset by a land surveyor. All pavement insterials and construction All site repaid procession manager and reputation and specific stars. The contractor shall coolorn is all local codes and The site layout is based unauroptizate to the owner's representative or to the local governing authority shall be In replaced by the contractor sinte additional systematic to the owner. rement of powele or public readowsy sufficient's plandards wherever utility Coordinate parement licenthing loca State Intel Street grading is completed, t to salahirst parmaroni awing as it is suprior reus a englog cas, agems or representatives in the prosent of servers required professional engines ysterne that may now or hereafter be incorrained ysterne that may now or hereafter be incorrained y and Heath Administration (OSHA) and/or for all y and Heath Administration (OSHA) and/or for all y and Heath Administration (OSHA) and/or for all professional sectors and the sectors of the secto osed during construction, permanent French drains, and located outing construction as required by the a suproved by the engineer and staw all disturbed areas as soon as minise indicated. Comractor shall take who DEGITIVE NUMBER OF THE with stile carit, promotion and electrical i auton requires reproval of the existing and electrical interactions and electrical interactions and the statement of the statement s of the "manual of accedent prevention in Barrety and Health Regulations for Works inequired to natify the engineer before of accident prevention and Ualle Eur turde Douis-oft noted cupturound areas rand scale pro. 1 Dulue1 32. All fill stopse and rule abouts on this project shall be reviewed by the worker's popularity during constructional to confirm that has subject and (with by a solid). If takine romlactar's response to the solid structure and the solid struc 33. All fill on this project initial be installed and comewhere an accordance with the owner's pudgechnical enginese is economically. This worker's positivities and provide in order more and filling operations to continuities economics to proper installed and come compared of Us the contracturit nervonseality. It have this conformation in writing from the glenterionical staglinger. 22 Provide temporary construction access(s) at the point(b) where construction construction area. Matchian public roadware free of insched mud and drt a planned elent with repard to question of the Intention any pri-trinnediately All horizontal flows lott on and vertical a The contractor shall be special care to compact (if similarity around and see all pairs, structure value dems, suc\_ and the records dowed seeds to and special manual Am settlement during the warranty peaks shall be related by the contractor is no special market at the terror. Retucation of averting plant methytrals shall be a designated area on side Sino logati from all cul areas and subscheit signs comparison of general general users used to be taken and the second state of the second state The contract shall rescale a weighting groups and terniansular participations of the business of the source of the If what to be construct regarituably in work excise per hequity of the last in or additional state. 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The inclusion of all provention swokes and offiches shall be field adjusted to word theirs as possible contractor shall walk the allignment of theirs gapaies and loches in the field to verify avoidance of events of the state All aminage condruction materials and installation specifications of the local govering egency. Aft in majoria on this propert shall be approved by the globalshike'al engineer pinot to past enant matrixed shall be pasted an interface start comparted as enanthering publichms at anyoneer. The enantherion shall be reginerable for encloying a growerhies all engineer if one is not provided by the owner. Romove spainment from at plainage structures directed by the gemeire representative The contractor shall coordinate the exact localit The plumbing plans designed n na casa daba sapae inapati, ulape manimalina, or a sacarrian na conto, unchange banch constante or na casa singediar and na cala inata indinana, or a sacarrian na conto, unchange tuter, or unen i Sahok Heau and Sartey Saentunga (p. Excavatuona (28) CRF P and 1928) unai da followed All santhwork, including the excovated subgrade and each tay or of fill shall be approved by a qualified geolectimical anglineer, or the represensative Publick prompts with the exclusion of a regime to the first of the second secon Public Water Permit Number: 22WL0147 Public Sewer Permit Number: 22SL0298 Stormwater Grading Permit Number: SWGR# T2022087149 Metro Sewer Project Number: 2023086005 Metro Valter Project Number: 2023086061 this langpotary encision and wider poliidion control devices only n adabisticution graded areas and when in Ele optroon of life o inger needed Is and works a information of proposed claiming shown below which exceptions have or exempt channels are oppositing using topographic classing. The intel intercontain is lighteness: where we dott braved s the contraction guide to be acception of makings or is not of construction and shall notify the angineer of any discussional to what was preserved of construction and shall notify the angineer of any discussional to be acception. COUNCIL DISTRICT NUMBER - 15 COUNCIL MEMBER NAME - JEFF GREGO to disinage and rowernant is a set to engineer shall a set of an and a set of a set NUMBER OF Schwein Schlieb, Andread S. S. San et al. (2014). Comparison of the second s orduisated walk me owner and relocated to a A NUMBER OF COMPANY EEVIA & WARDAN EEVIA & WARDAN HORTHRG & BISK II ESSTING FRANK WARDAI TH STATE FRANK WARDAI approval as receiseany before beginnin have connections at the building with B by local governing agoncy, or s after a solid stand of grass uniter's representative, they UNC DRAMMAN pur Sau EX. UNERGROUND ELECTRIC GENERAL SYMBOLS GENERAL PATTERNS GENERAL LINETYPES FORCEMUM GAS OWNERIA DI LECTRO UMERICAUNA DI LECTRO STODIASTIVA DI STODIASTIVA DI STODIASTIVA DI STODIASTIVA DI LECTRO STODIASTIVA STODIAS **TEAVY DUTY PAVEMENT TEAVY DUTY CONCRETE** LIGHT DUTY PAVENEN END OF SERVICE (TYP.) IGHT DUTY CONCRETE PERVIOUS PAVEMENT PROPOSED BUILDING EX, STORM SEWER SANITARY MANHOLE MOAD COMINIANI WATER FEATURES PAVEMEN MILL AND OVERLAY EXOS INNG BUILDING STORM CURB INLET JORM AREA DRAIN LANDSCAPE AREA CLEANOUT (TYP) EK CAS STORM MANHOLE RETAINING WALL HANDICAP SPACE FIRE HYDRANT POWER POLE LOT NUMBER SIGN (TYP.) EASE LOT LOT EX WATER GRASS DCHINE ITWCK 1 - - W- -Q (8) 🗗 🔶 🔹 🗉 🖬 🛐 🗢 🕂 🖷 AND DATE CROCKING 2021 C0.01 PENNINGTON MILLS GENERAL NOTES & ŝ CIVIL SITE CLARKSVILLE Parters | Engineering Cricco Na springer FINAL SP CASE NO .: 2022SP-047-002 2608 PENMINUTON BEND ROAD NASHWILE: DAVIDSON COUNTY, TN 37214 MAP 062 - PAREEL 012 00 20%UD14? 255L 0288 17022087148 1

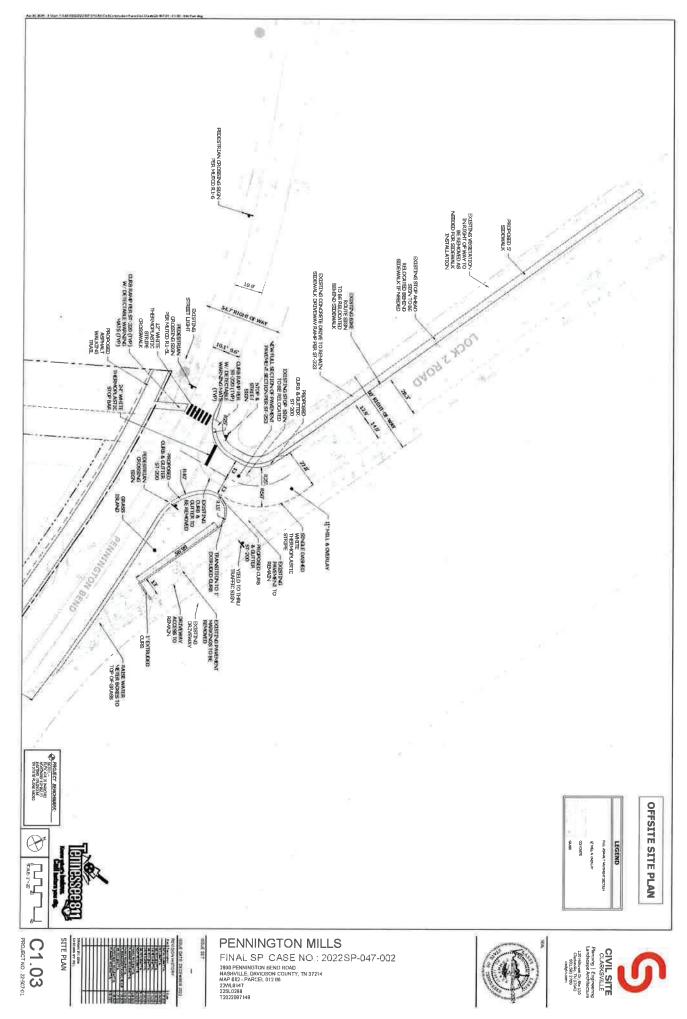


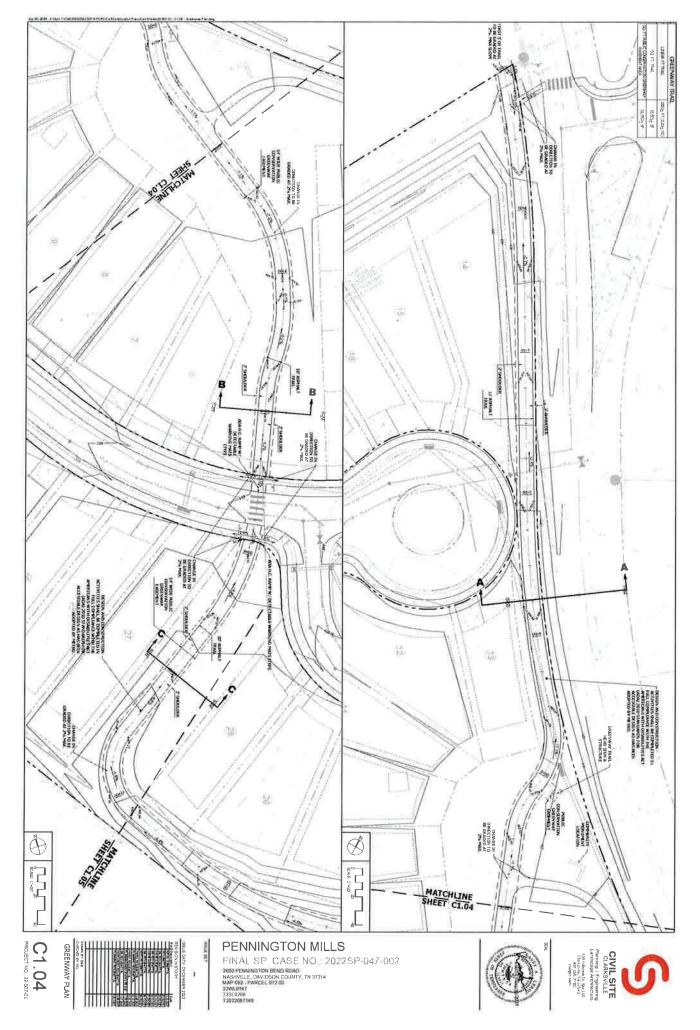
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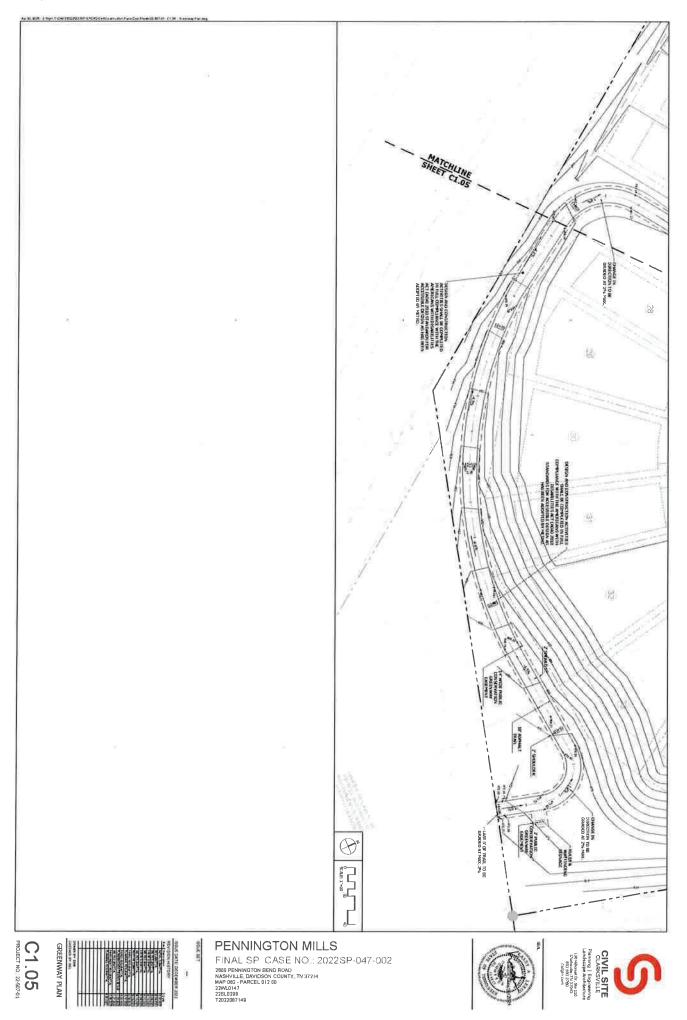


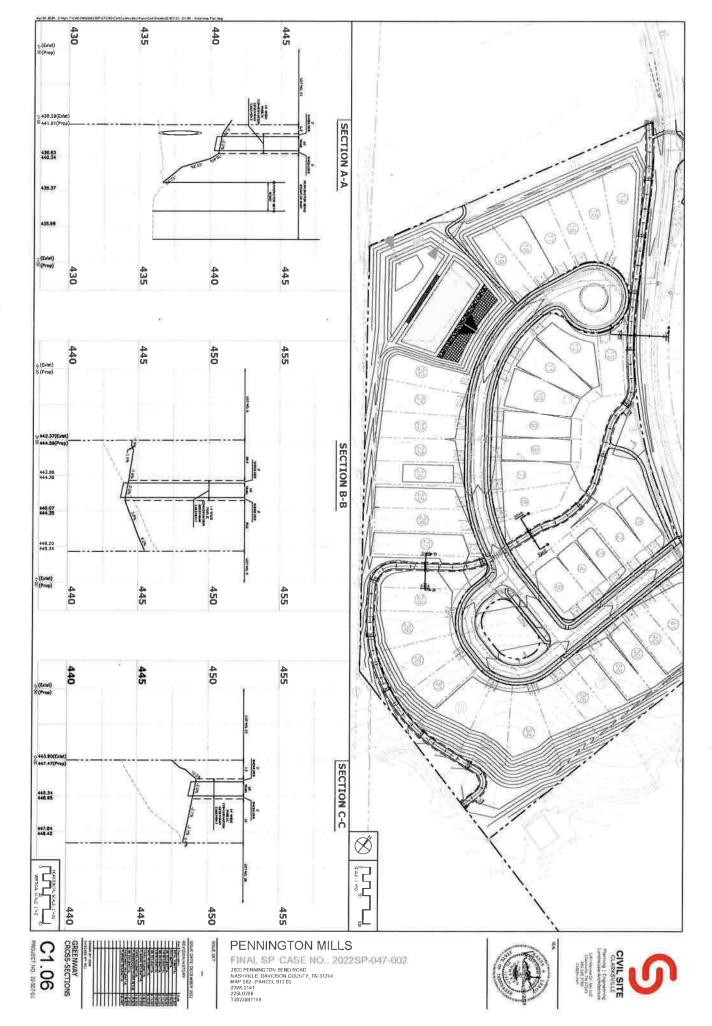


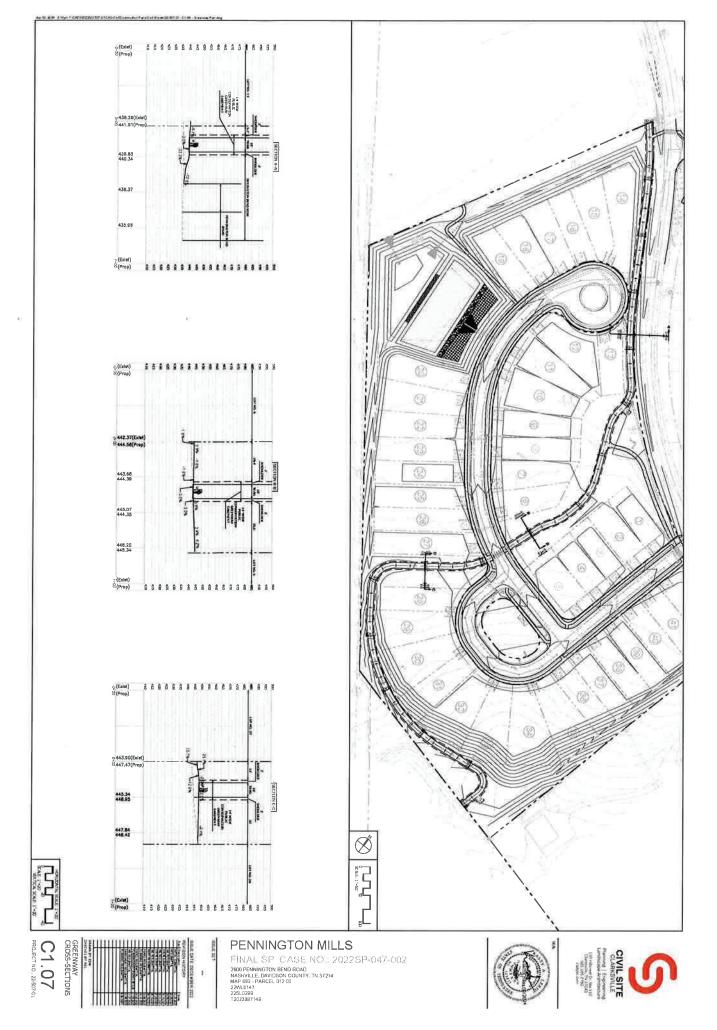


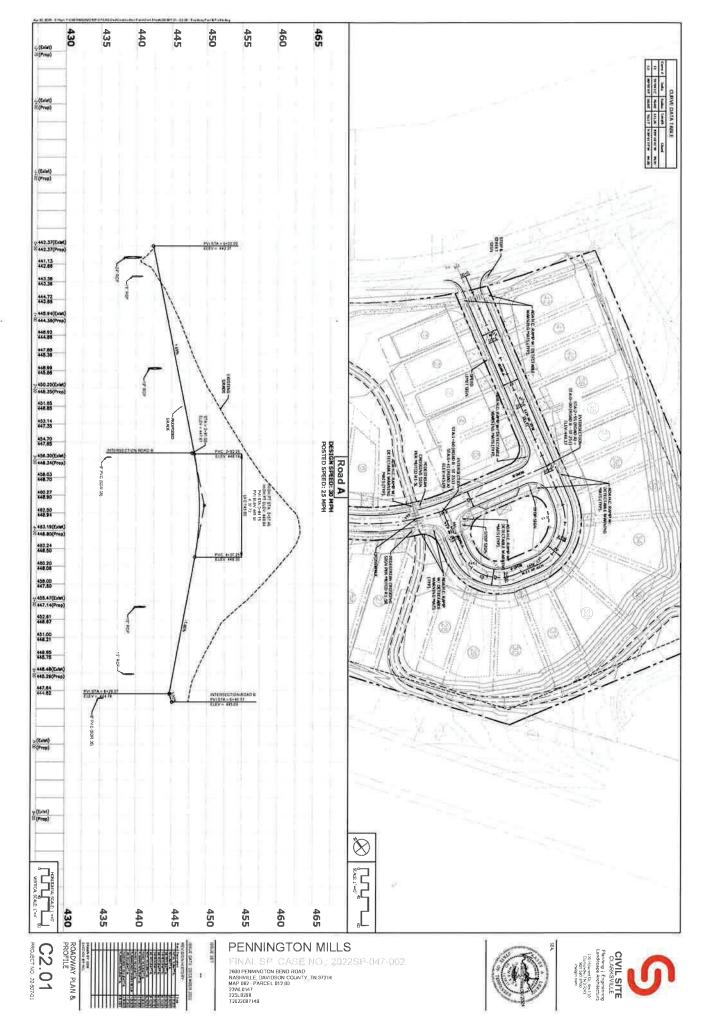


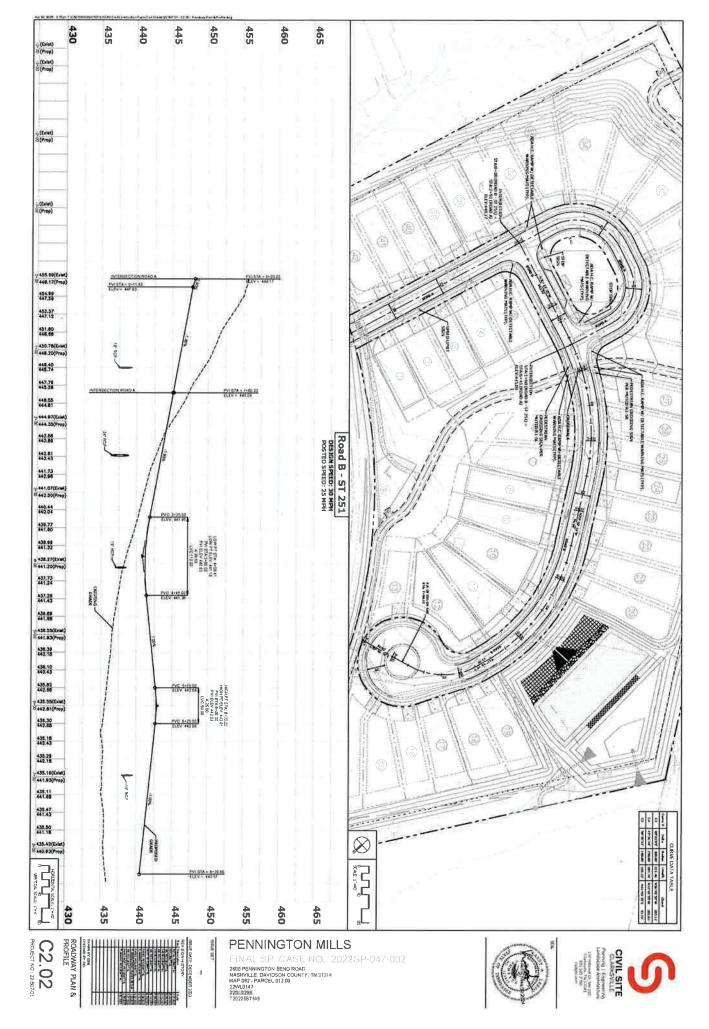


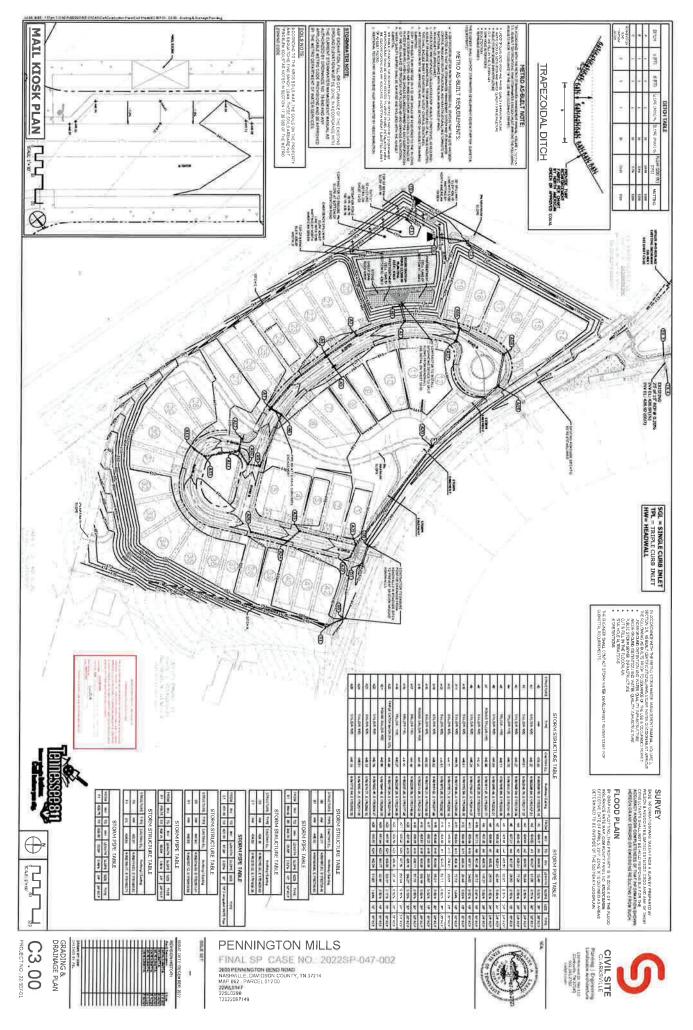


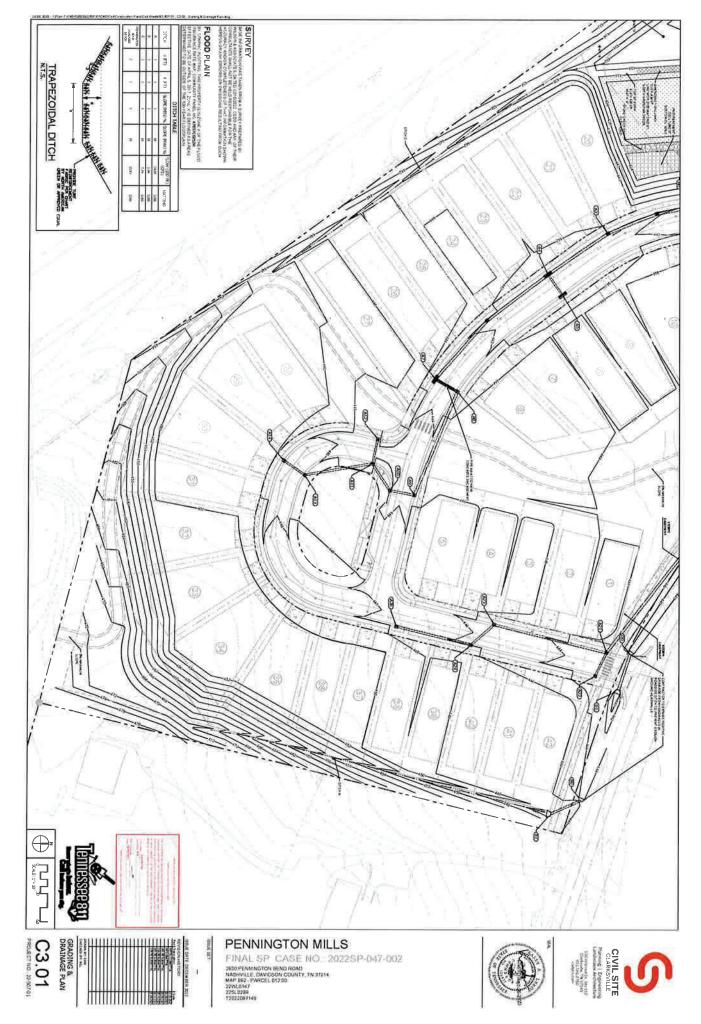


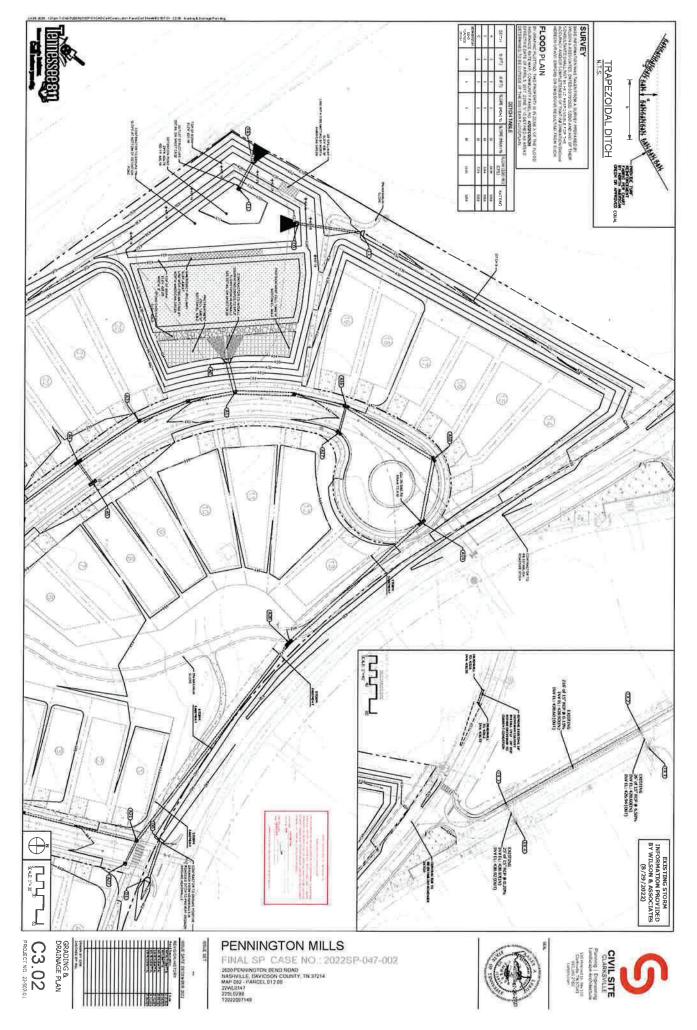


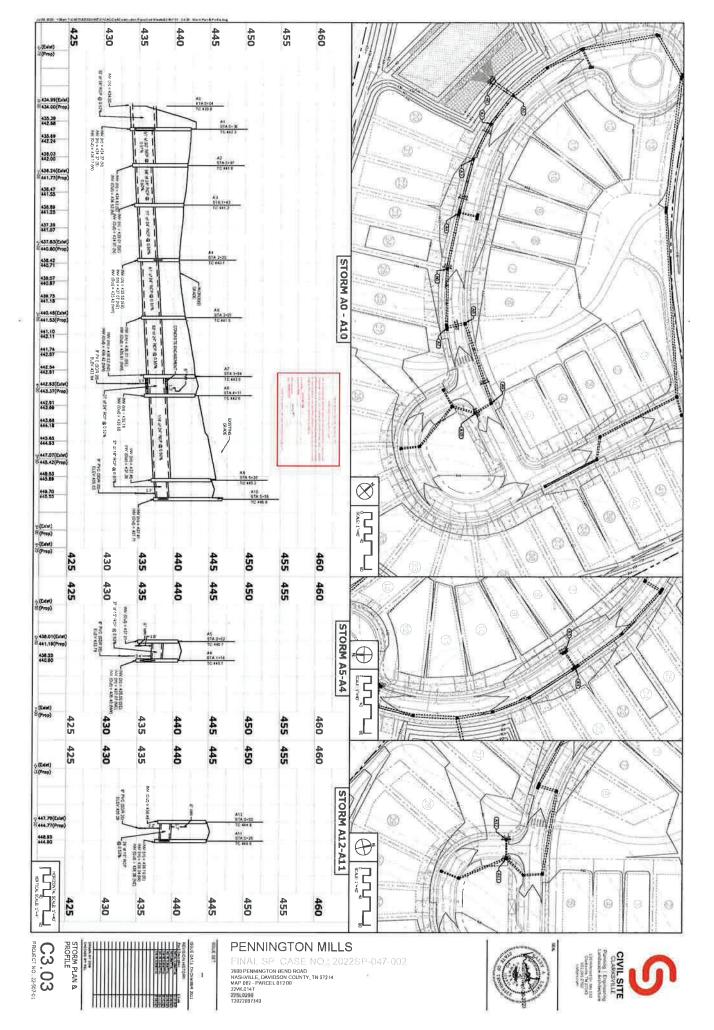


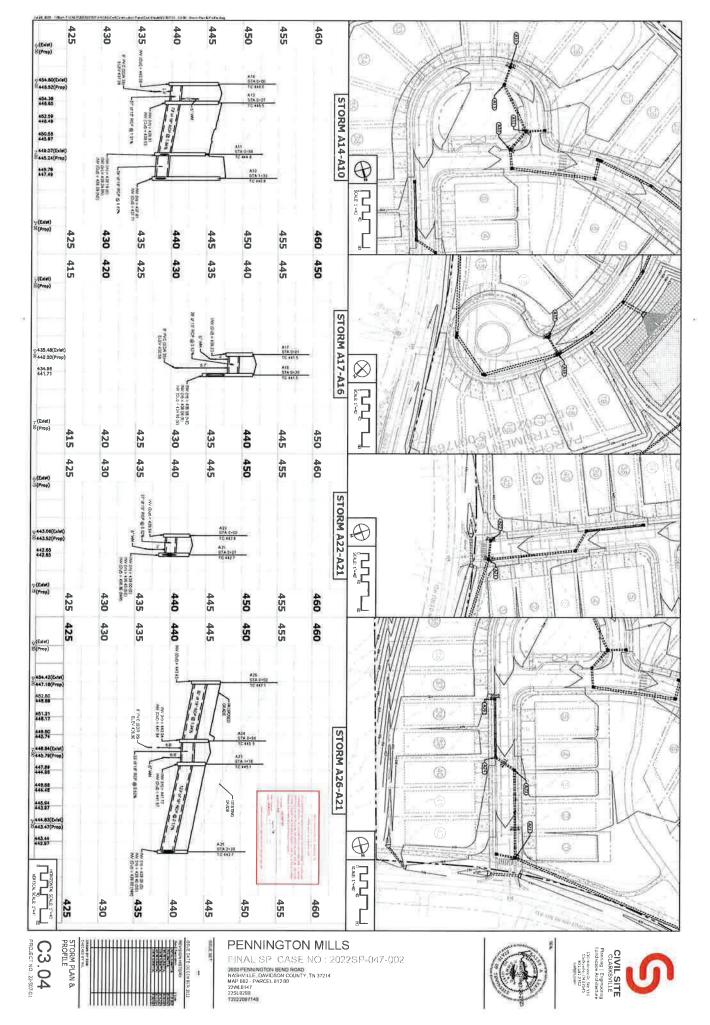


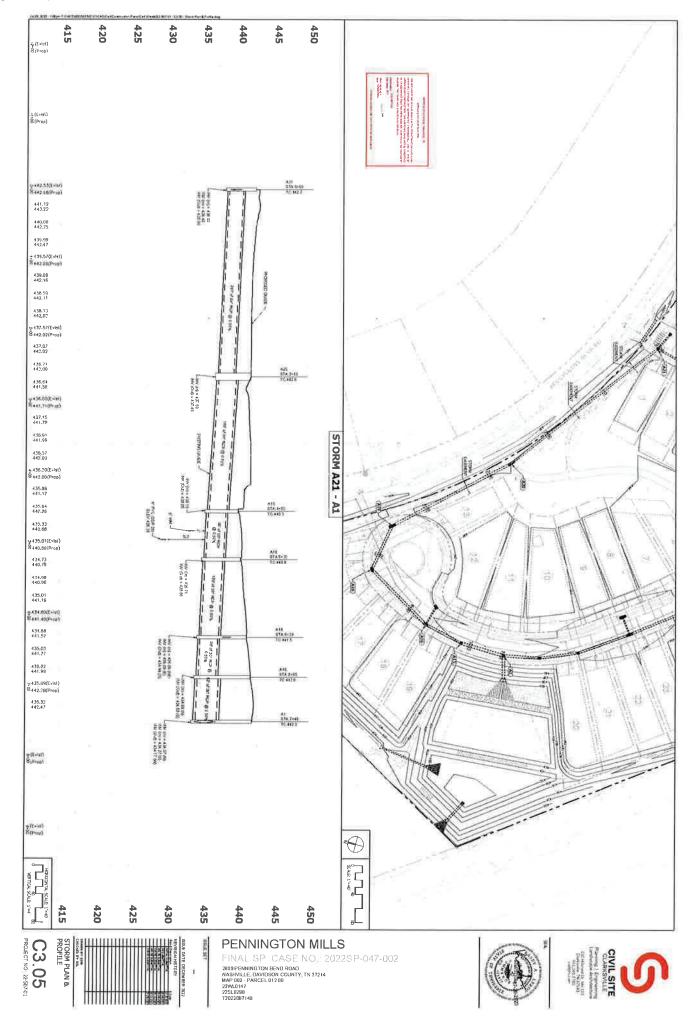


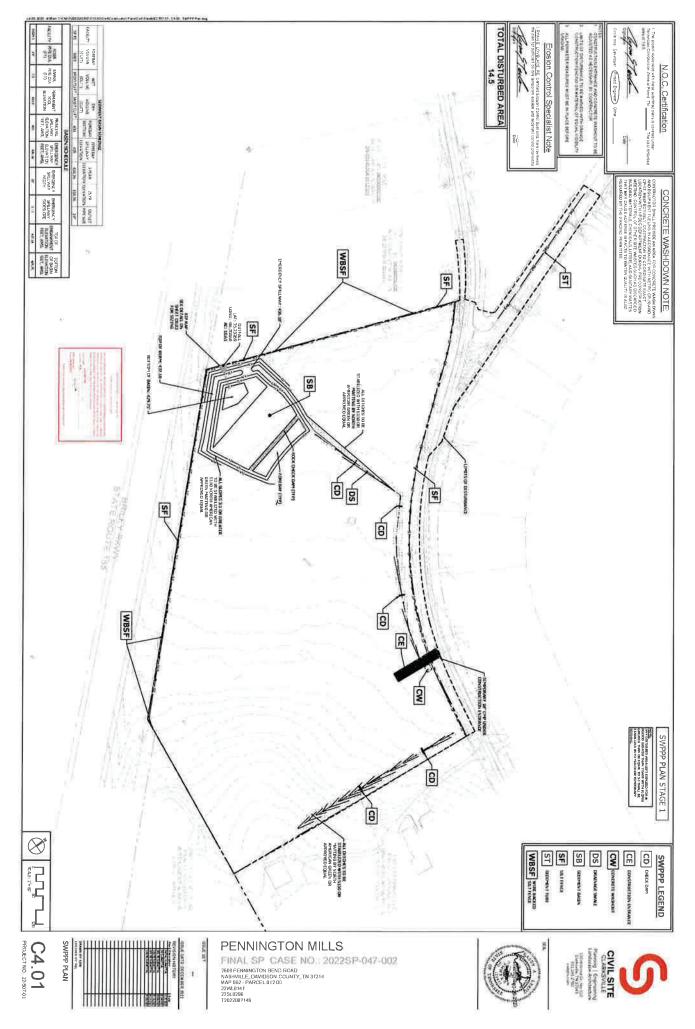


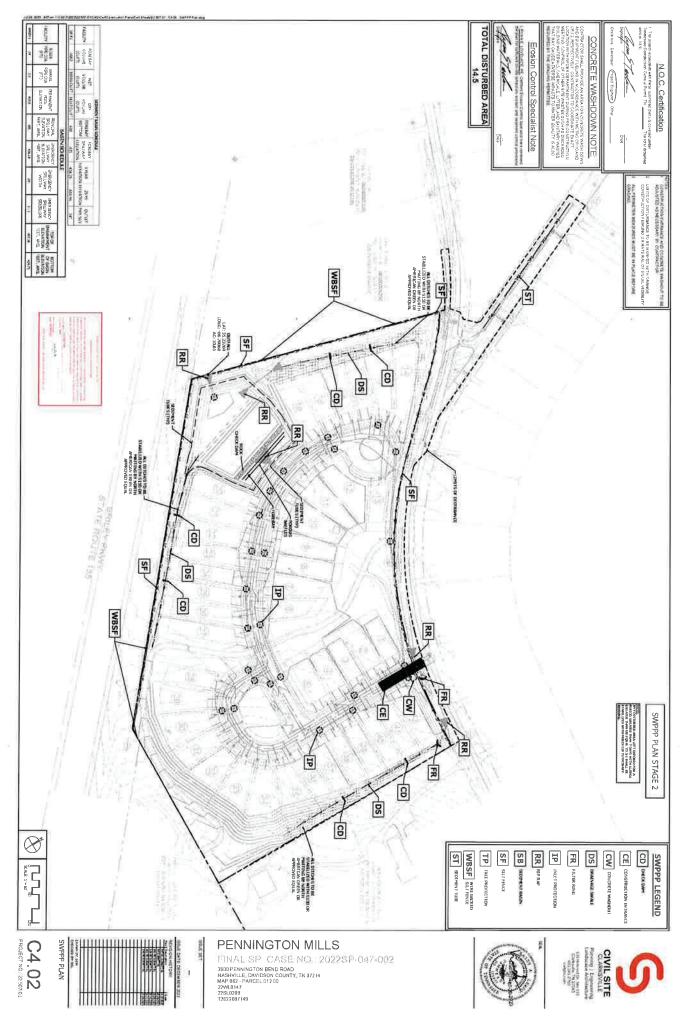


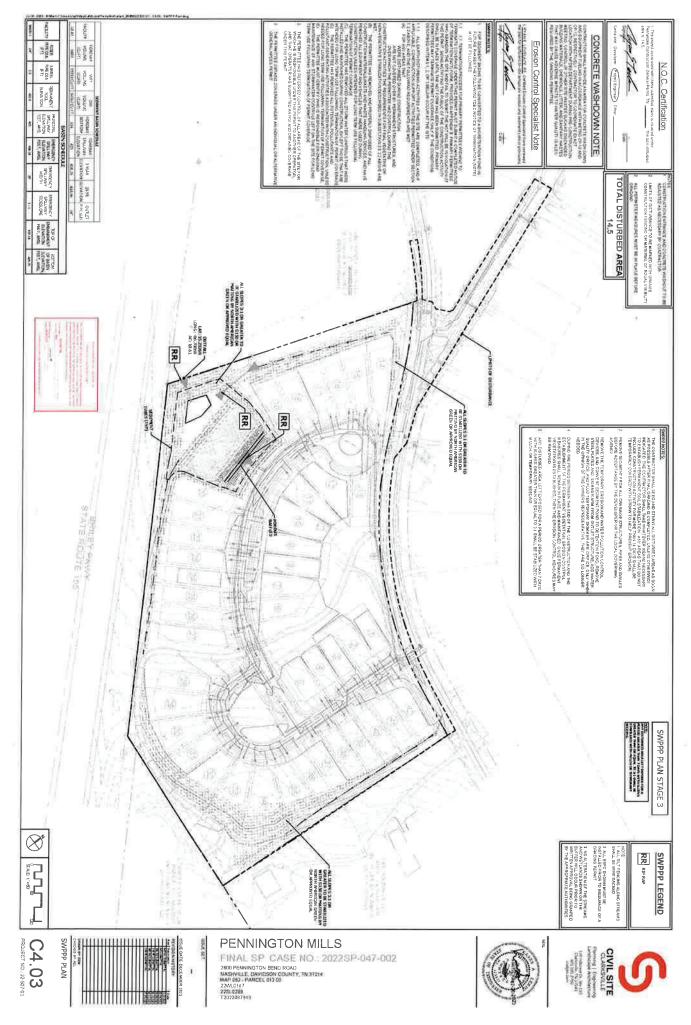


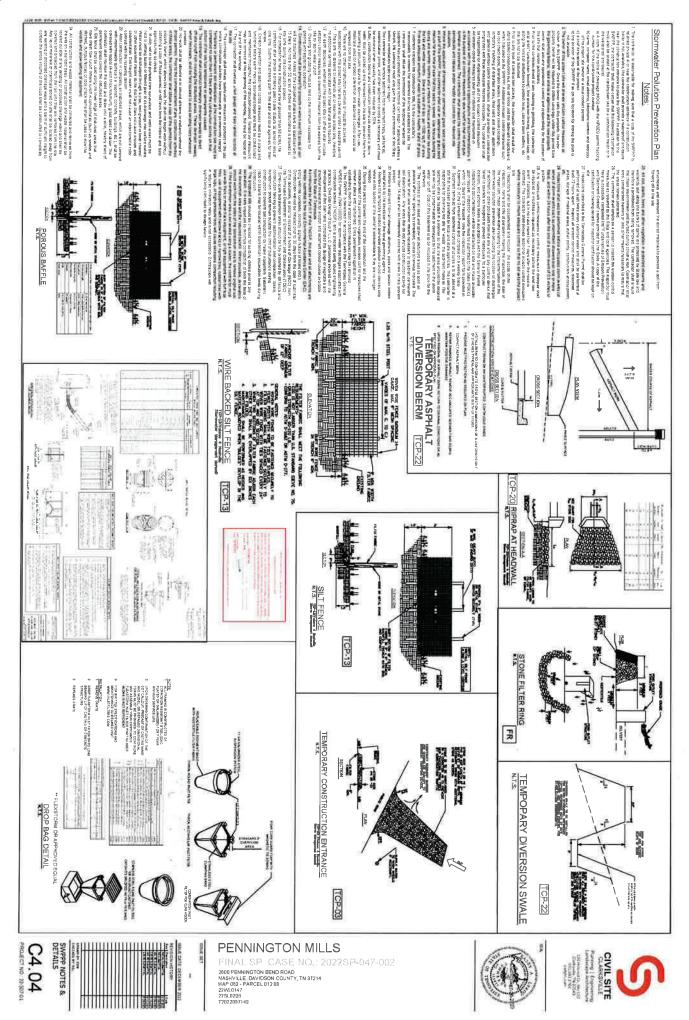


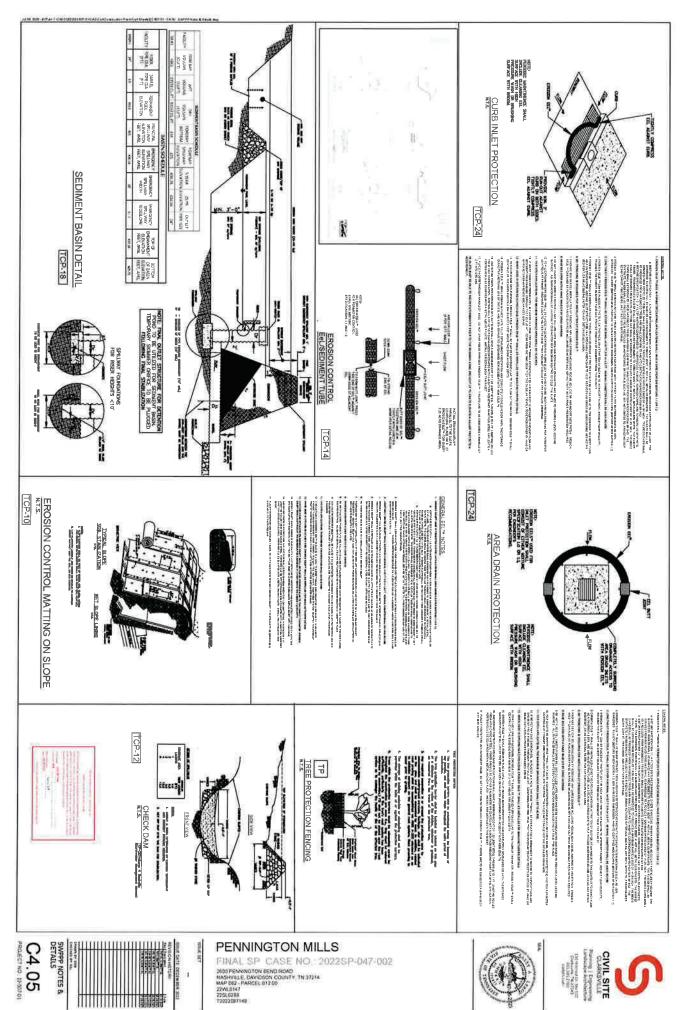


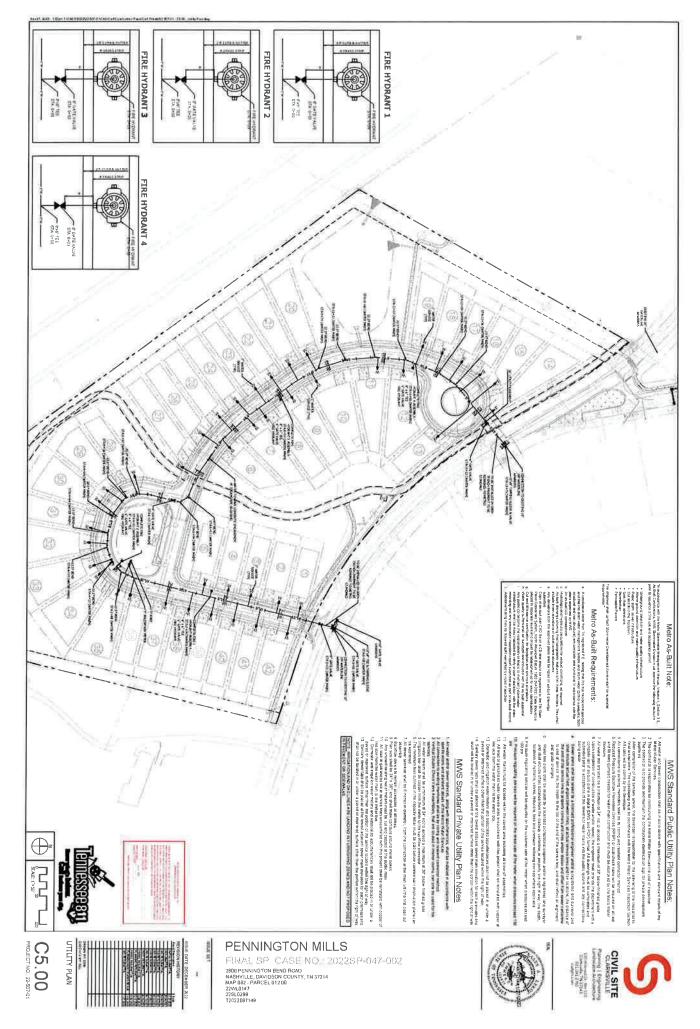


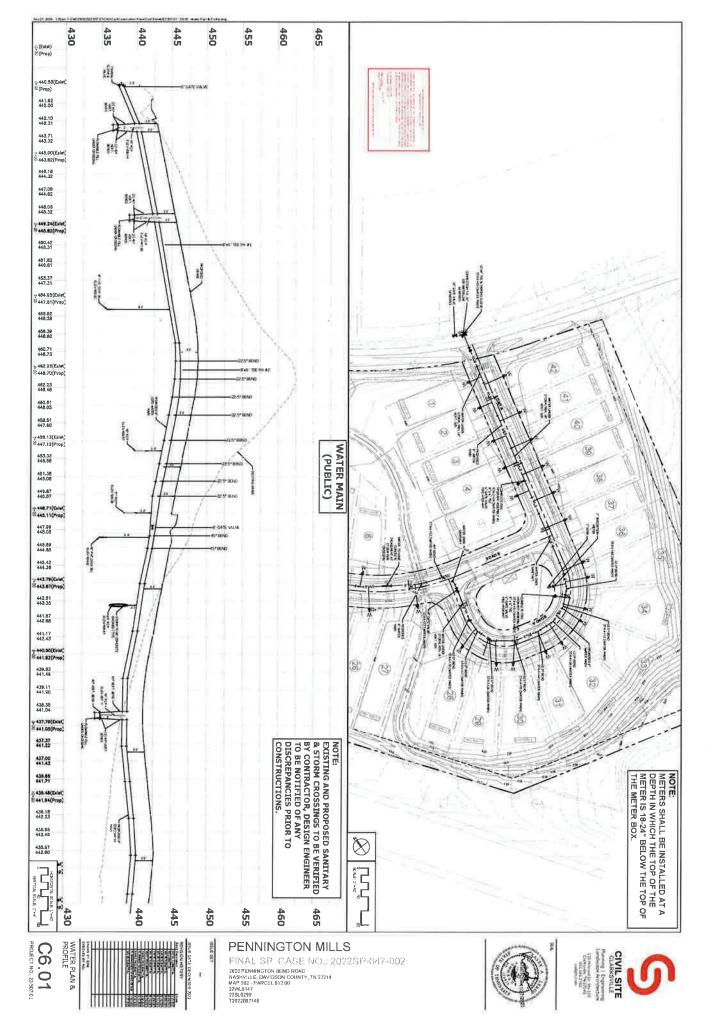


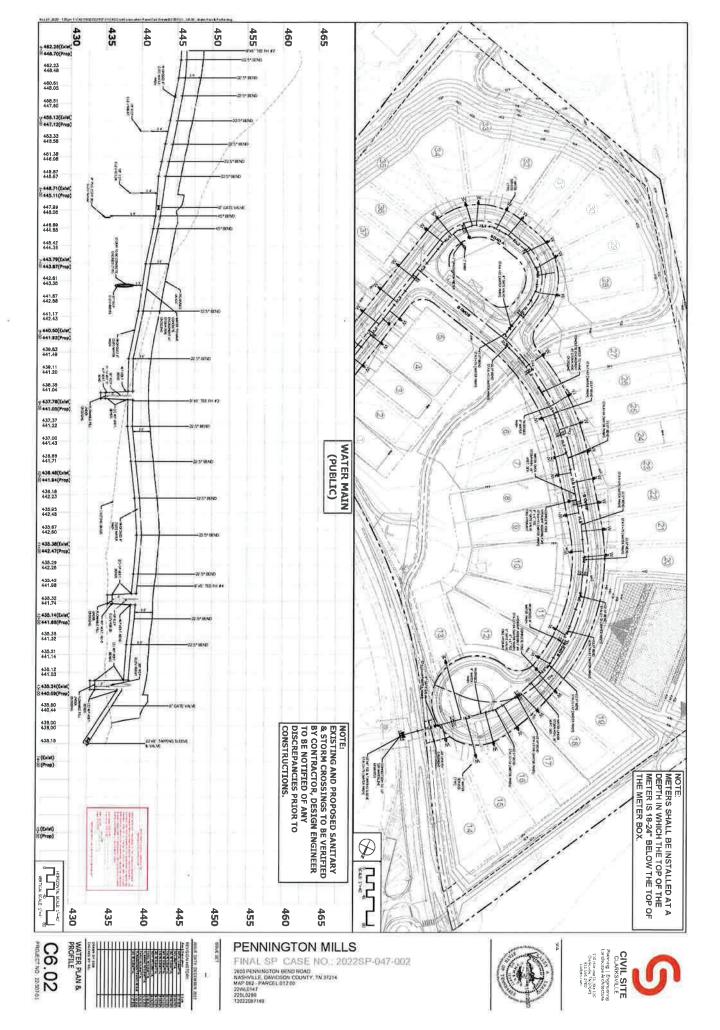


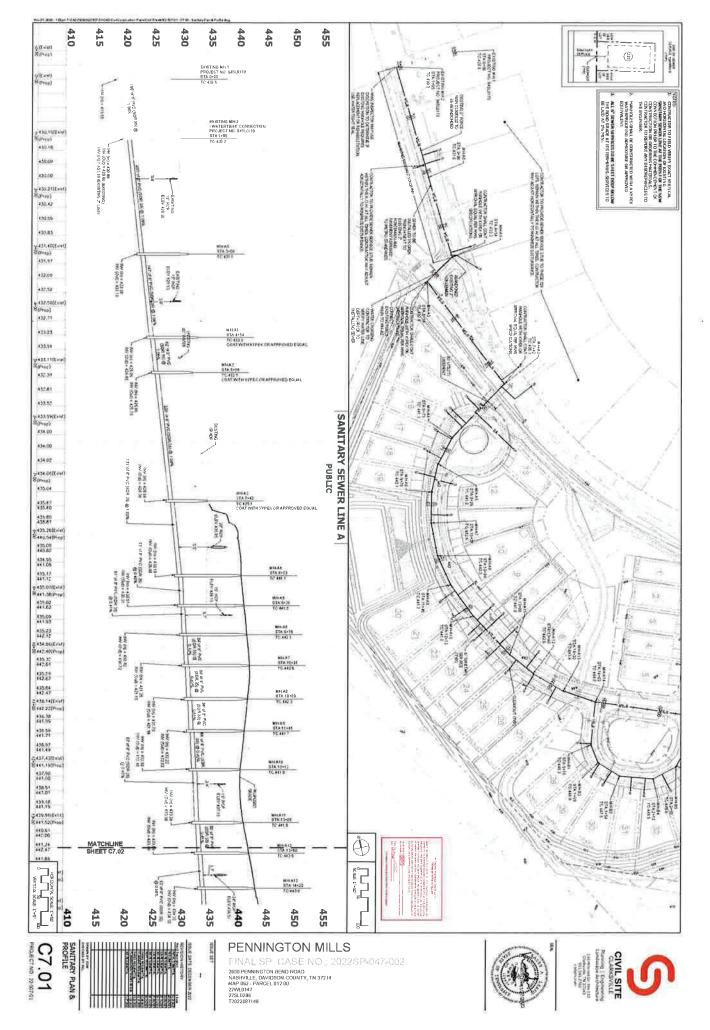


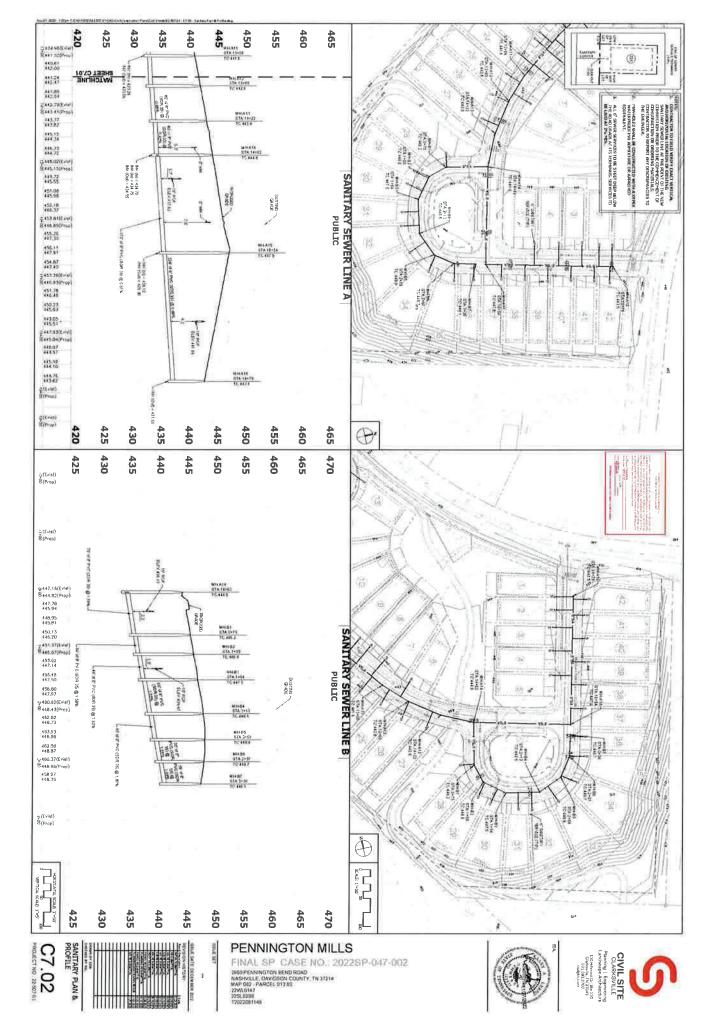


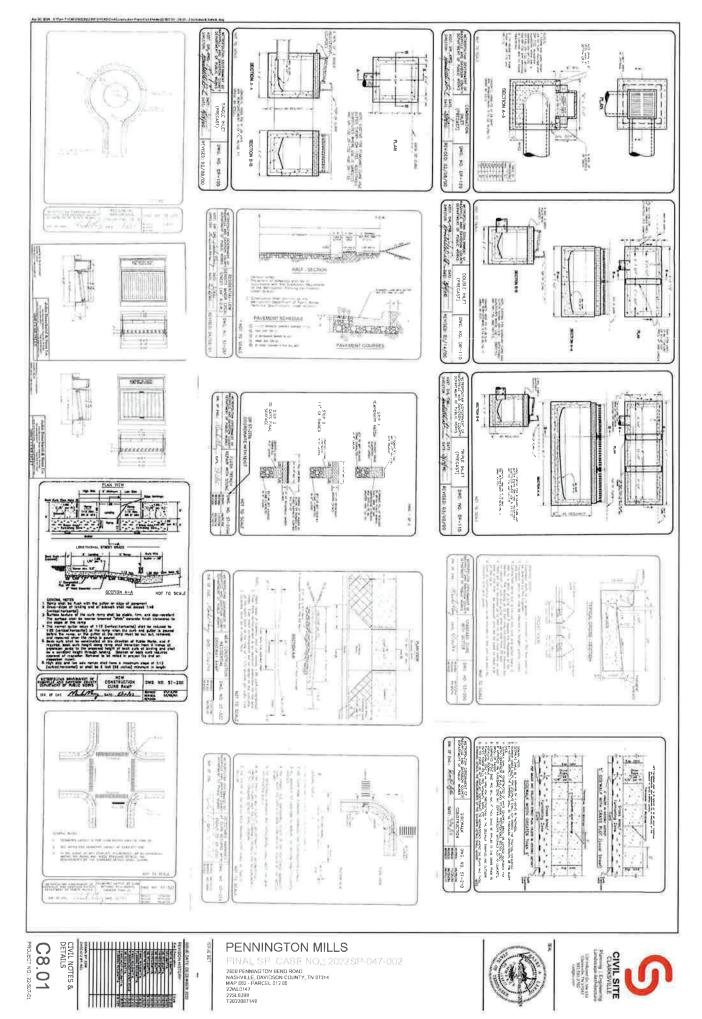


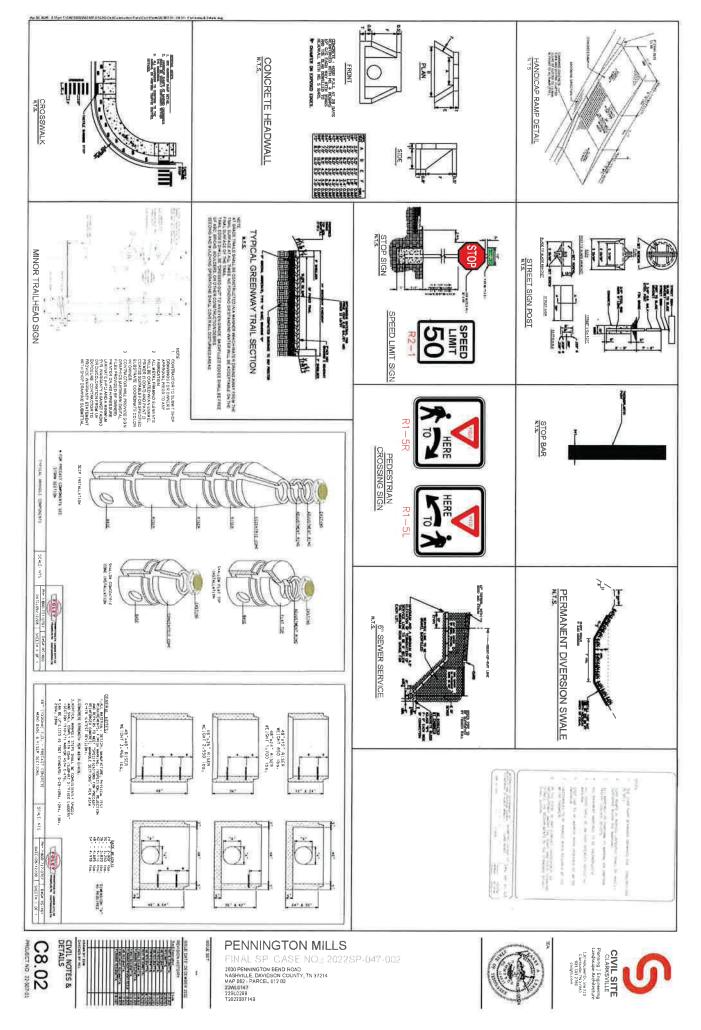


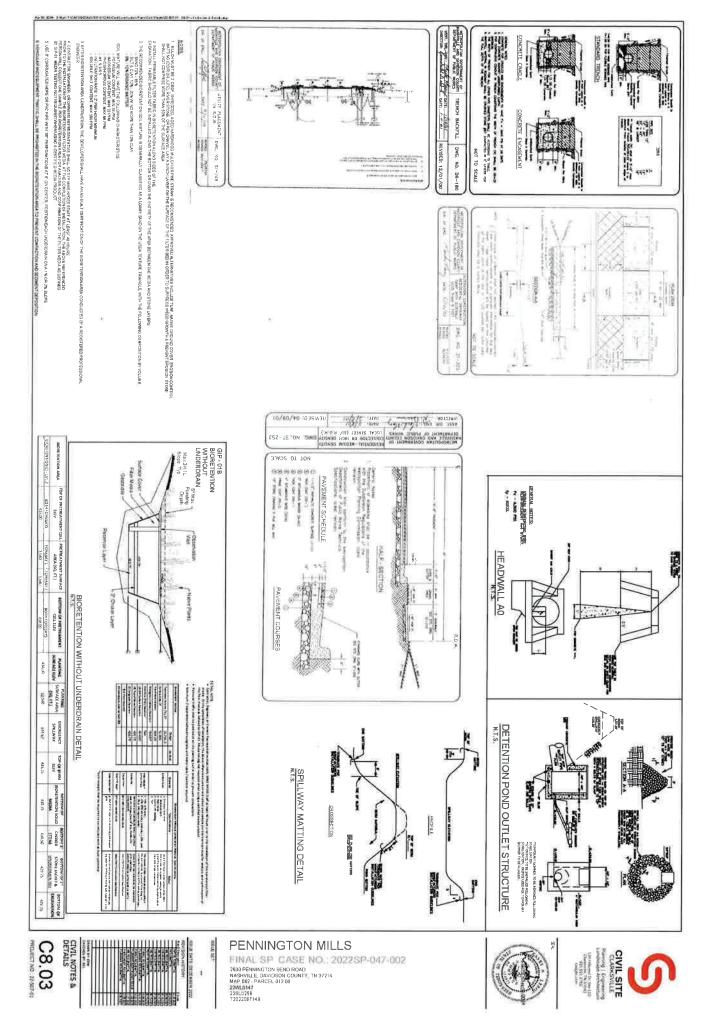


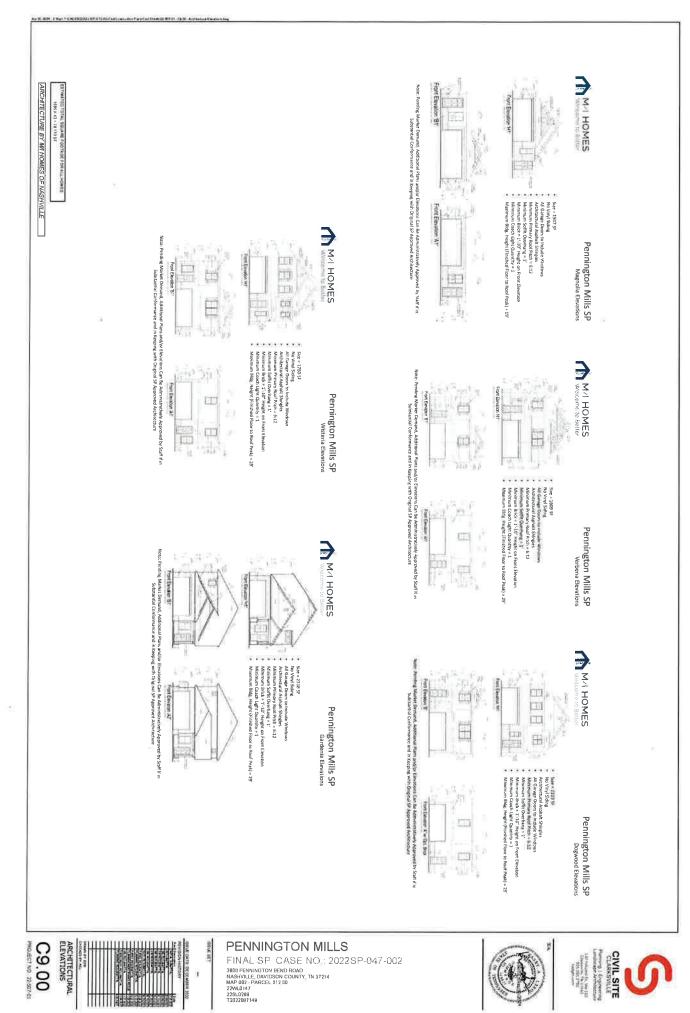


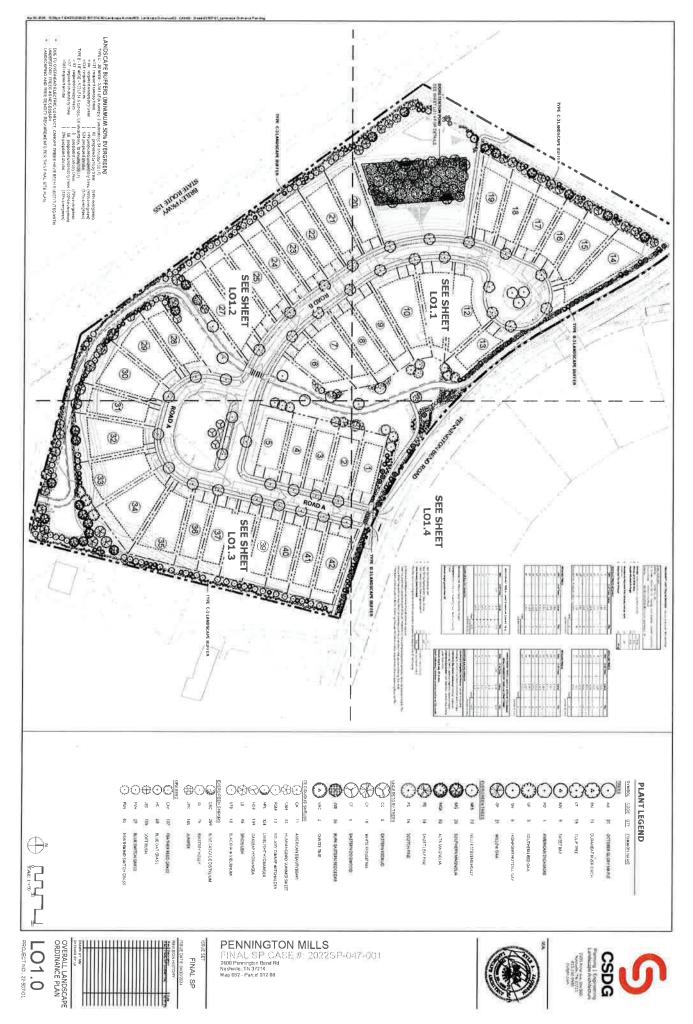


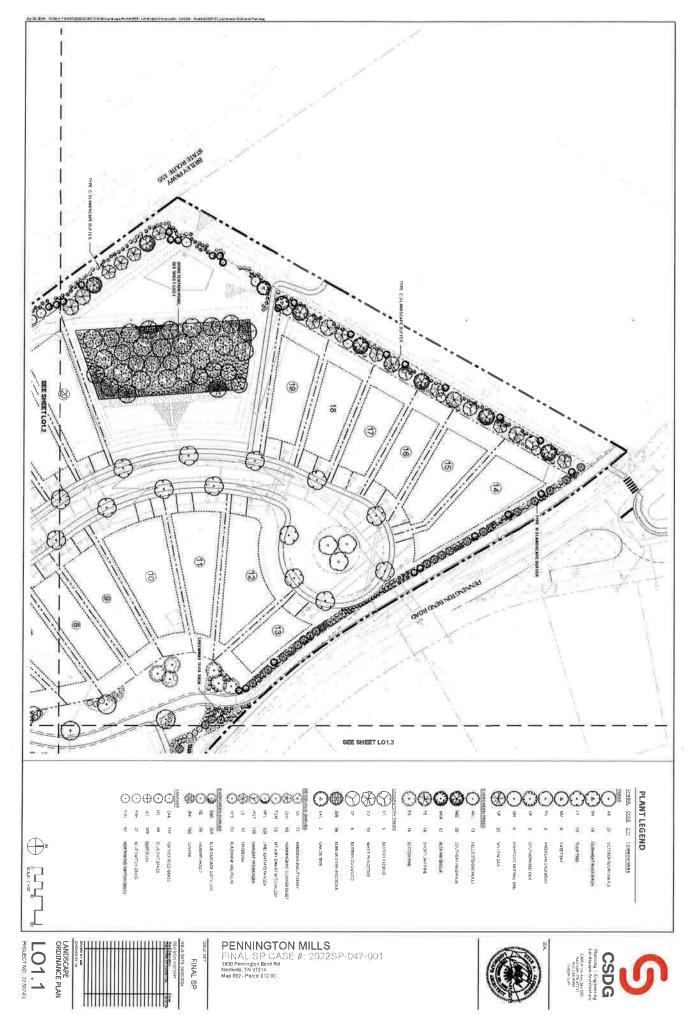


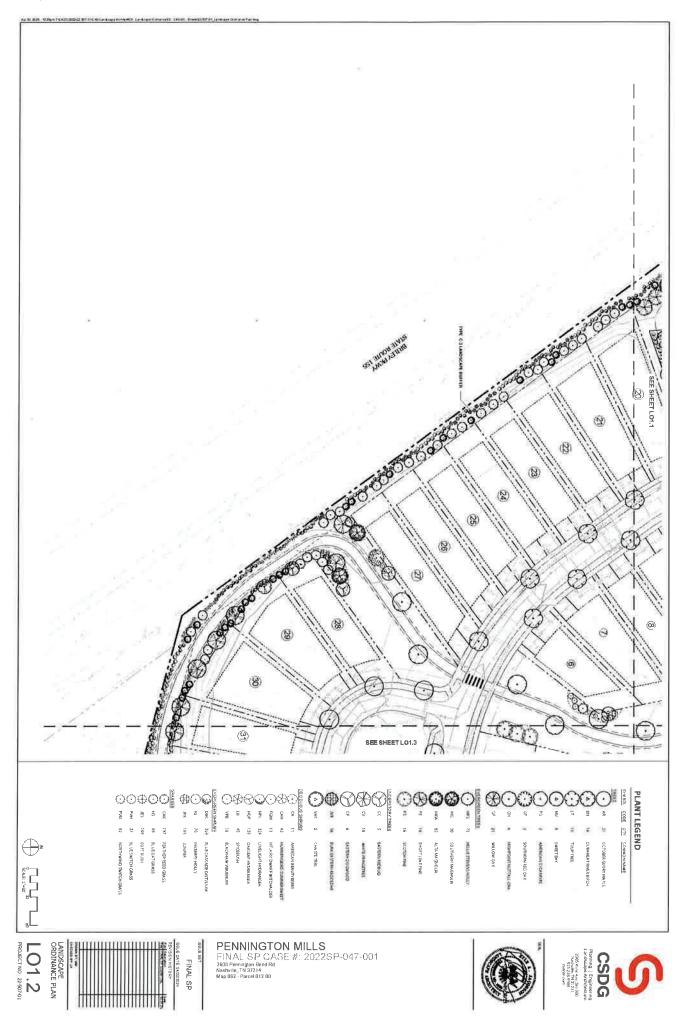


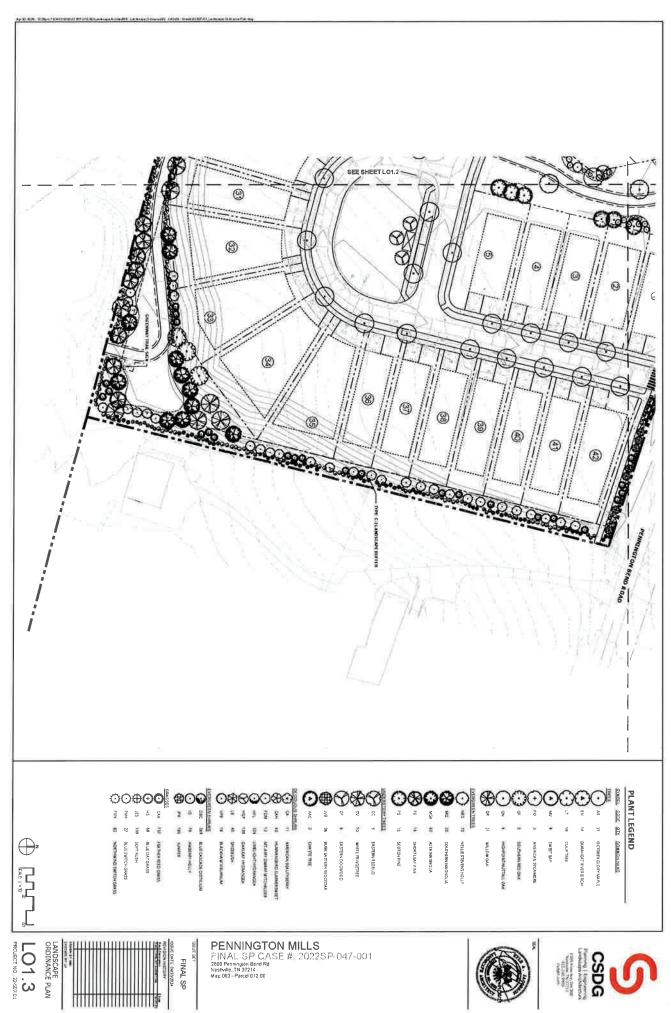


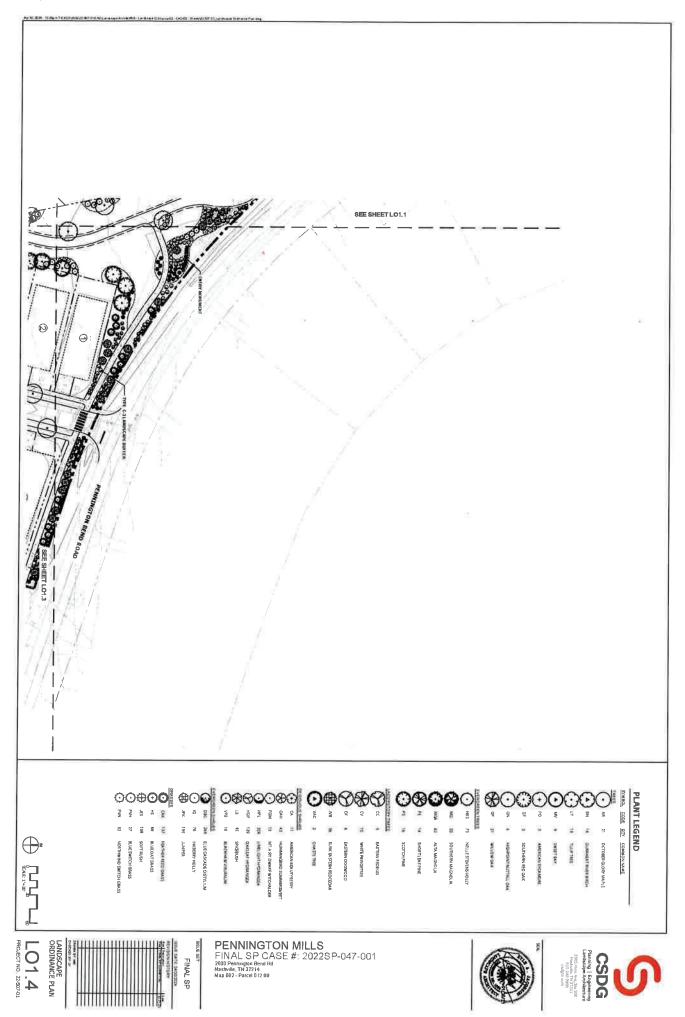


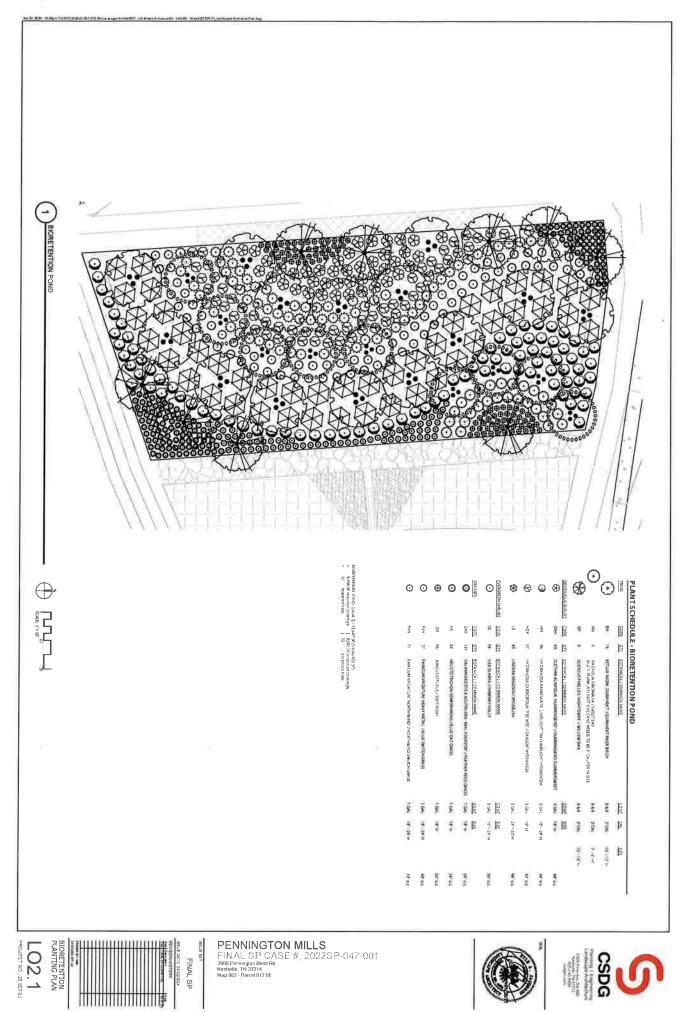


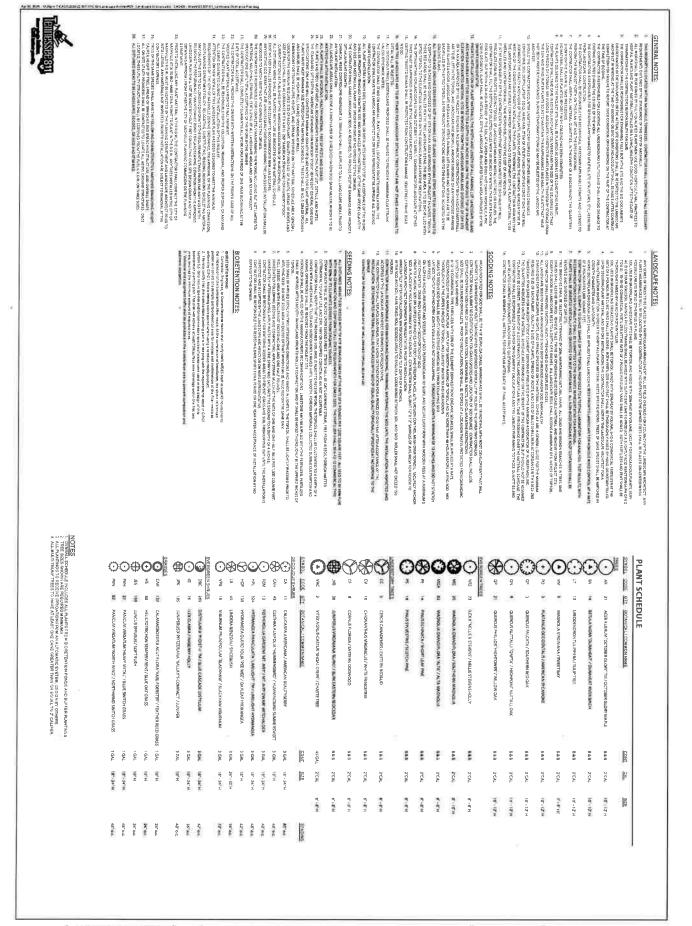














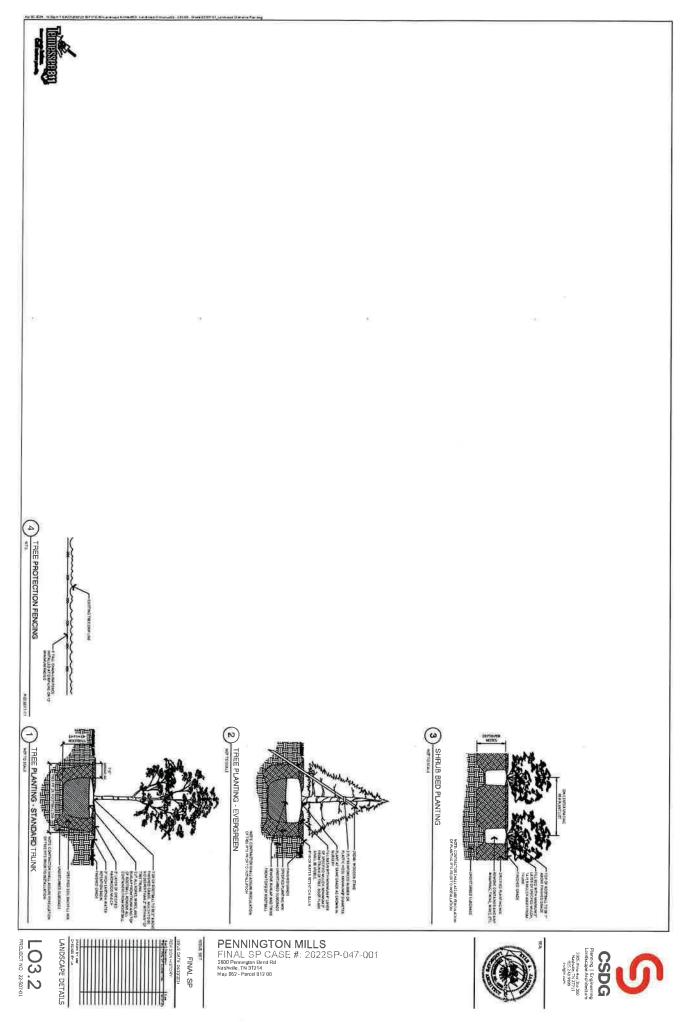


FINAL SP









# NASHVILLE PANNING

December 17, 2024

To: Ronald Colter Metro Department of Finance

## Re: 0 Pennington Bend Planning Commission Mandatory Referral 2024M-049AG-001 Council District #15 Jeff Gregg, 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:

A request 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 M/I Homes of Nashville, LLC for greenway improvements at 2600 Pennington Bend Road AKA 0 Pennington Bend Road (Parcel No. 06200001200) (Proposal No.2024M-049AG-001).

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

### Conditions that apply to this approval: none

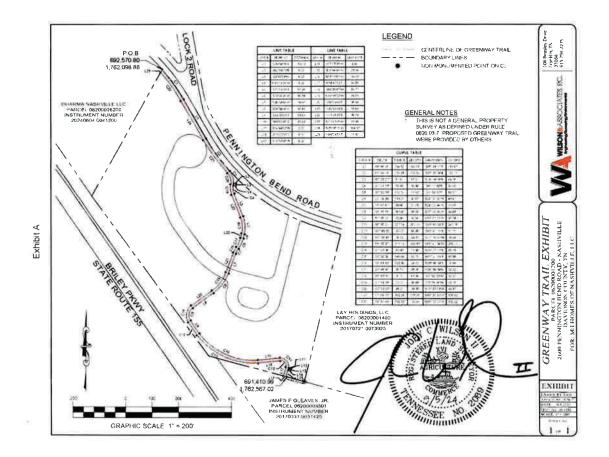
This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at Delilah.Rhodes@nashville.gov or 615-862-7208

Sincerely.

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

# Re: 0 Pennington Bend Planning Commission Mandatory Referral 2024M-049AG-001 Council District #15 Jeff Gregg, Council Member

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**KS AND RECREATION** 

Centennial Park Office Park Plaza at Oman Street Nashville, TN 37201

(615) 862-8400 Fax (615) 862-8414 www.nashville.gov/parks

Monique Horton Odom, Director

October 1, 2024

Ms. Cindy Harrison Assistant Director Greenways & Open Space Metro Board of Parks and Recreation P.O. Box 196340 Nashville, Tennessee 37219-6340

Dear Ms. Harrison:

The Parks Board, at its meeting held Tuesday, October 1, 2024, accepted a dedicated Conservation Greenway Easement on property at 2600 Pennington Bend Rd, Parcel #06200001200. This greenway easement will conserve 0.37 acres of open space and provide for future expansion of the Cumberland River Greenway network. The easement dedication was a condition of Metro Council's approval of Preliminary 2022SP-047-001 for a new residential development.

ncerely. onique Norton Odom, Director

and Secretary to the Board

:lt

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



# docusign.

# Certificate Of Completion

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Source Envelope:			
Document Pages: 61	Signatures: 4	Envelope Originator:	
Certificate Pages: 15	Initials: 0	Ronald Colter	
AutoNav: Enabled		730 2nd Ave. South 1st Floor	
Envelopeld Stamping: Enabled		Nashville, TN 37219	
Time Zone: (UTC-06:00) Central Time (US & Cana	da)	Ronald.colter@nashville.gov	
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monique.odom@nashville.gov	Monique Odom	Viewed: 12/19/2024 8:23:21 AM	
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Witness Events	Signature	Timestamp	
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