



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

February 17, 2023

To: Ronald Colter Metropolitan Government of Nashville

Re: **STOCKYARDS GREENWAYS**
Planning Commission Mandatory Referral # 2023M-005AG-001
Council District #19 Freddie O'Connell, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

An ordinance approving a participation agreement and temporary construction easement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and 1000 2nd Ave N, LP for improvements within a portion of the greenway. (Proposal No. 2023M-005AG-001).

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

Conditions that apply to this approval: none

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lisa Milligan'.

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: Metro Clerk

UPON RECORDING RETURN TO:

Department of Law
Metro Courthouse, Suite 108
PO Box 196300
Nashville, TN 37219

**GREENWAY PARTICIPATION AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

This GREENWAY PARTICIPATION AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, by and through the Metropolitan Board of Parks and Recreation ("Parks"), the Nashville Department of Transportation and Multimodal Infrastructure ("NDOT"), and Metro Water Services ("MWS") (collectively, "Metro"), and 1000 2ND AVE N, LP ("Owner") (Metro and Owner are sometimes collectively referred to as the "Parties").

BACKGROUND STATEMENT:

WHEREAS, Parks maintains certain property as part of the Metro greenway system, as more particularly described on Exhibit A, attached hereto and incorporated herein (the "Greenway").

WHEREAS, a portion of the Greenway has been constructed upon property owned Metro, by and through MWS, being a 0.25 acre parcel of property located at 914 2nd Avenue North, Map/Parcel No. 08214009300, as more particularly described on Exhibit B, attached hereto and incorporated herein (the "MWS Property"); and

WHEREAS, a portion of the Greenway has been constructed within the unbuilt 1st Avenue North right-of-way under the control of NDOT, as more particularly described on Exhibit C, attached hereto and incorporated herein (the "NDOT Property"); and

WHEREAS, Owner is the owner of those certain parcel of real property located at 900 2nd Avenue North, Map/Parcel No. 08214000600, and 1000 2nd Avenue North, Map/Parcel No. 08214009000, all of which is more particularly described on Exhibit D, attached hereto and incorporated herein ("Owner's Property").

WHEREAS, Owner is constructing a mixed-use development on the Owner's Property (the "Project").

WHEREAS, pursuant to the terms and conditions of this Agreement, Owner proposes to construct improvements within a portion of the Greenway as part of the Project (the "Greenway Improvements"), as such improvements are shown on the plans and specifications attached hereto as Exhibit E (the "Plans") and to be responsible for the ongoing care and maintenance of the Greenway Improvements.

WHEREAS, Owner also proposes to temporarily access portions of the Greenway during the construction of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. Right of Entry. Owner is hereby granted the right to enter the Greenway to perform the construction of the Greenway Improvements and to perform any and all activities necessary to operate and maintain the Greenway Improvements.

2. Duties of Construction and Maintenance. Owner agrees to construct the Greenway Improvements in accordance with the Plans. From and after the completion of the Greenway Improvements, Owner will keep, maintain, repair and replace, as necessary, the Greenway Improvements in good order, condition and state of repair, at the expense of Owner. In the event MWS performs work on the Greenway portion of the MWS Property or otherwise damages the Greenway Improvements ("MWS Work"), MWS shall be responsible for restoring the Greenway Improvements to the condition of the Greenway Improvements prior to the MWS Work. Whenever Owner performs any construction or maintenance required under this Agreement, the work will be done expeditiously and in a good, lien free and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

All materials and methods used to construct the Greenway Improvements shall be in keeping with Metro standards and specifications and shall be subject to the reasonable approval of Metro. Owner will notify Metro of the date the Greenway Improvements are initiated, and Metro will have the right to inspect the improvements to ensure compliance with Metro's standards.

3. Temporary Construction Easement. Metro hereby grants, transfers and conveys unto Owner a temporary non-exclusive construction easement (the "Temporary Construction Easement") over, through and across the Greenway, which is more particularly described on **Exhibit F**. Owner shall have the right to use the Greenway for purposes of constructing the Project. The Owner's right to use the Temporary Construction Easement to construct the Project shall commence upon the Effective Date of this Agreement and shall terminate upon the issuance of a final use and occupancy permit for the Project. During the term of the Temporary Construction Easement, Owner shall take all reasonable steps to protect and secure the Greenway in the proximity of any construction activities undertaken by Owner, and Owner shall have the obligation to cause the Greenway to be maintained, cleaned, and repaired as reasonable and necessary at Owner's sole cost and expense. Notwithstanding any of the foregoing, use of the Temporary Construction Easement shall be subject to commercially reasonable rules, limitations, and conditions adopted by Metro, from time to time, with respect to access to and use of the Greenway.

4. Temporary Relocation of the Greenway. Owner commits to using commercially reasonable efforts to keep the Greenway open throughout the duration of the Project. Notwithstanding the foregoing, as part of the Project, it may be necessary from time to time to temporarily close and/or relocate a portion of the existing Greenway. In such case, Owner shall, at its sole cost and expense, take the actions necessary to ensure an open, ADA accessible, continuous path of pedestrian travel either through a temporarily relocated greenway path or sidewalk at all times as shown on the attached Exhibit G unless Parks grants Owner permission to temporarily restrict access in the interest of Public Safety. Such temporary closure shall not exceed 60 days of continuous closure.

5. Insurance. During the life of this Agreement, Owner shall obtain and furnish to Metro an insurance certificate, evidencing a policy or policies of Commercial General Liability Insurance that is in effect providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00) combined single limit, which shall name Metro as an additional insured.

6. Notices. All notices required or permitted to be given under this Agreement will be given personally, by overnight courier, or by certified mail, return receipt requested. Such notices will be deemed

effectively received upon receipt, if personally delivered, one (1) day after the deposit with a reputable overnight courier, or three (3) days after the deposit with the United States mail, postage prepaid.

All notices given to Metro will be at the following address:

Board of Parks and Recreation
2565 Park Plaza
Nashville, TN 37203

with a copy to:

Department of Law
Metro Courthouse, Suite 108
PO Box 196300
Nashville, TN 37219

and to Owner at the following address:

1000 2nd Ave N LP
Proffitt Dixon Partners
1420 E. 7th Street, Suite 150
Charlotte, NC 28204
Attn: Stuart Proffitt

7. Run with the Land; Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee. This Agreement is and will be binding upon Metro and its successors and assigns in title, and upon Owner and its successors and assigns in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

8. List of Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: The Greenway
Exhibit B: MWS Property
Exhibit C: NDOT Property
Exhibit D: Owner's Property
Exhibit E: The Plans
Exhibit F: The Temporary Construction Easement
Exhibit G: Temporary Re-Routing Plan

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 10th day of January, 2023.

METRO:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: Monique Horton Odum
Name: Monique Horton Odum
Title: Director

1000 2ND AVE N, LP

By: PDP 1000 2nd Ave N GP, LLC,
Its General Partner

By: Proffitt Dixon Partners, LLC,
Its Manager

By: Stuart Proffitt
Name: Stuart Proffitt
Title: Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 10th day of January, 2023, before me personally appeared Monique Odum who acknowledged himself to be the Dir of Parks of **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, and that he, as such _____, 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.

Larecia Travis
NOTARY PUBLIC

My Commission Expires: 07/06/2026



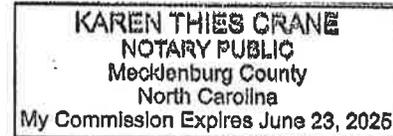
STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

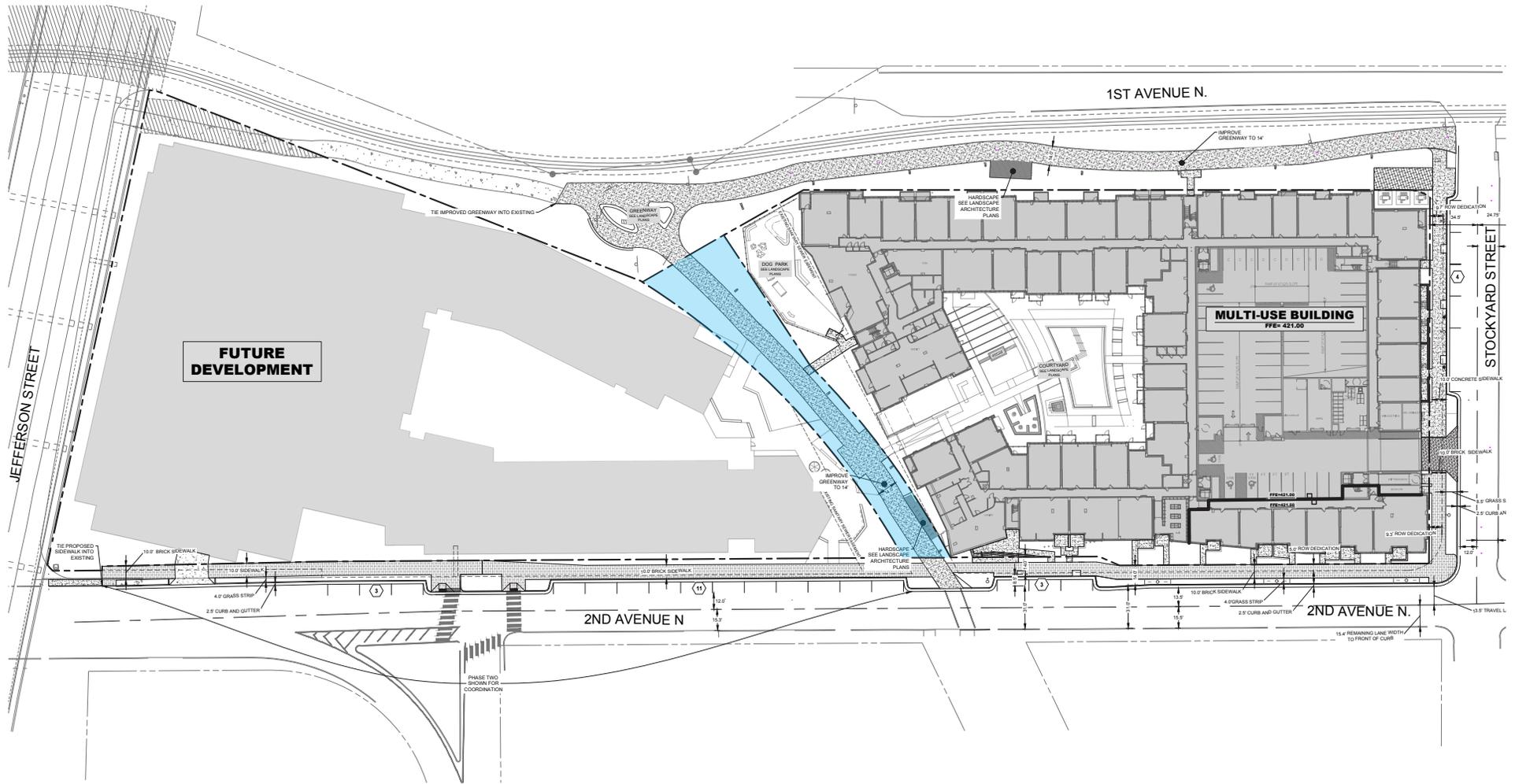
Personally appeared before me, the undersigned, a Notary Public of said county and state, Stuart Proffitt, the manager of Proffitt Dixon Partners, LLC, the Manager of PDP 1000 2nd Ave N GP, LLC, the General Partner of **1000 2nd AVE N, LP**, a Delaware limited partnership, the within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the partnership by himself in such capacity.

Witness my hand and seal, at office, this 10th day of January, 2023.

Karen Thies Crane
Notary Public

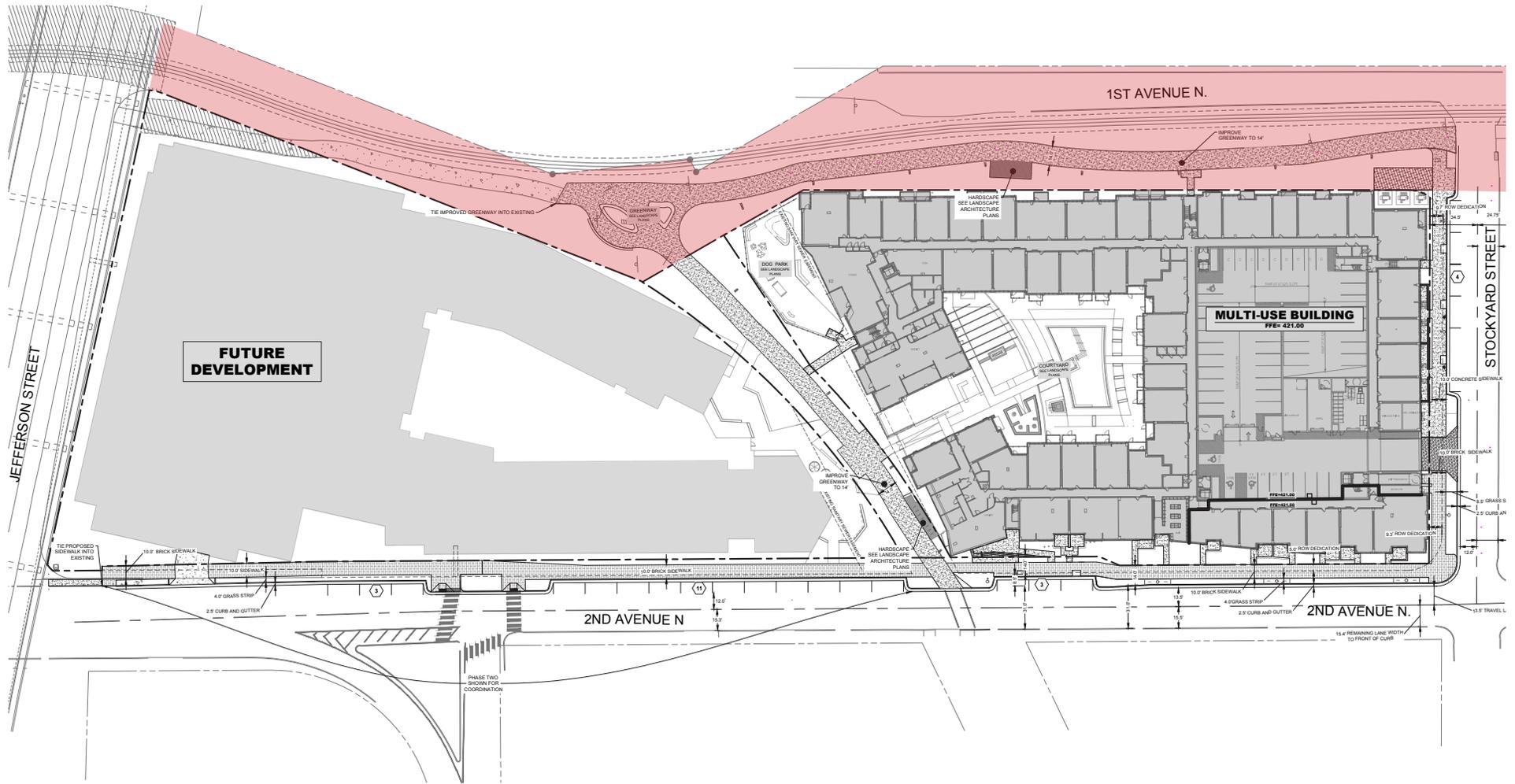
My Commission Expires: June 23, 2025





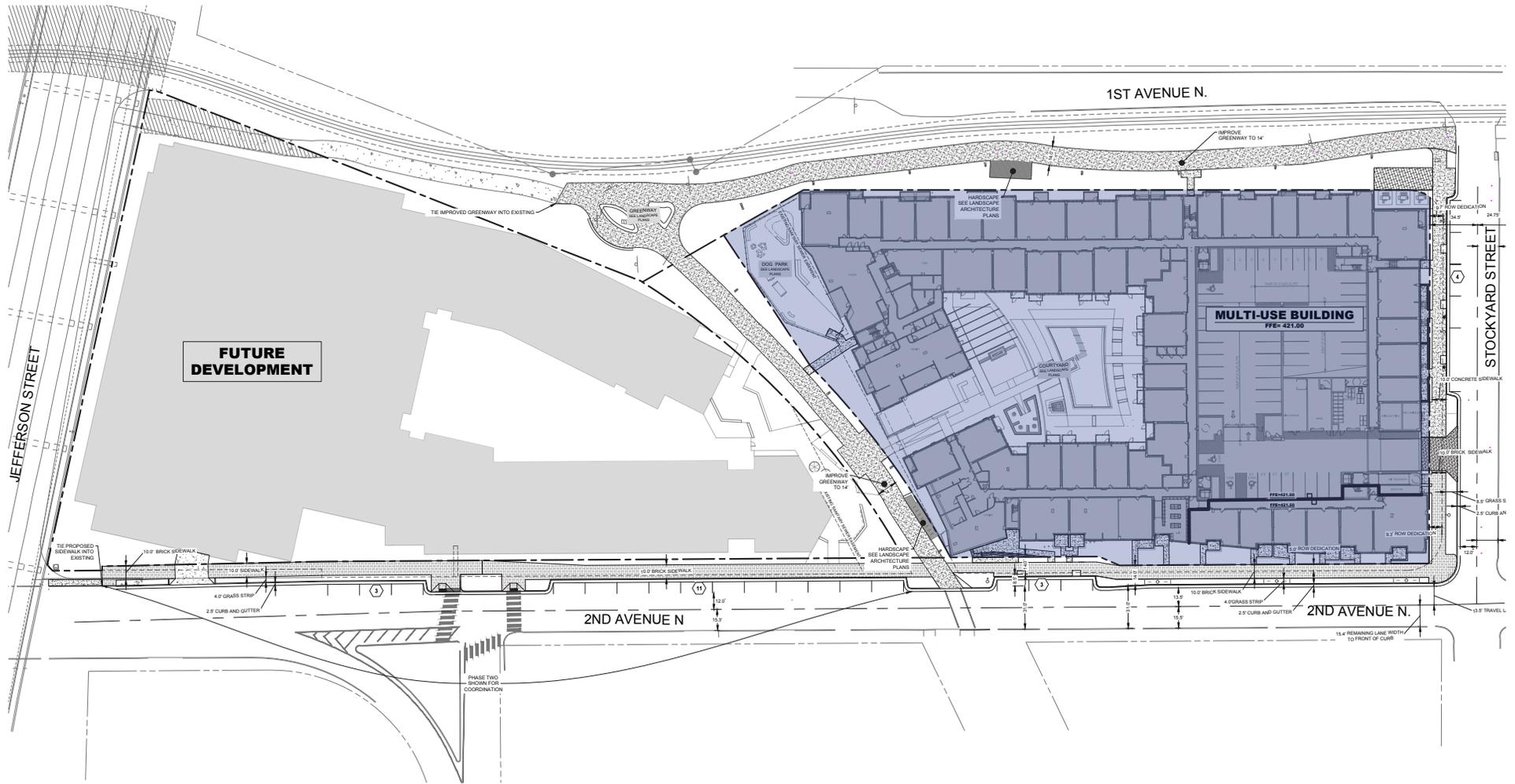
STOCKYARDS
900 2ND AVE N

EXHIBIT B: MWS PROPERTY



STOCKYARDS
900 2ND AVE N

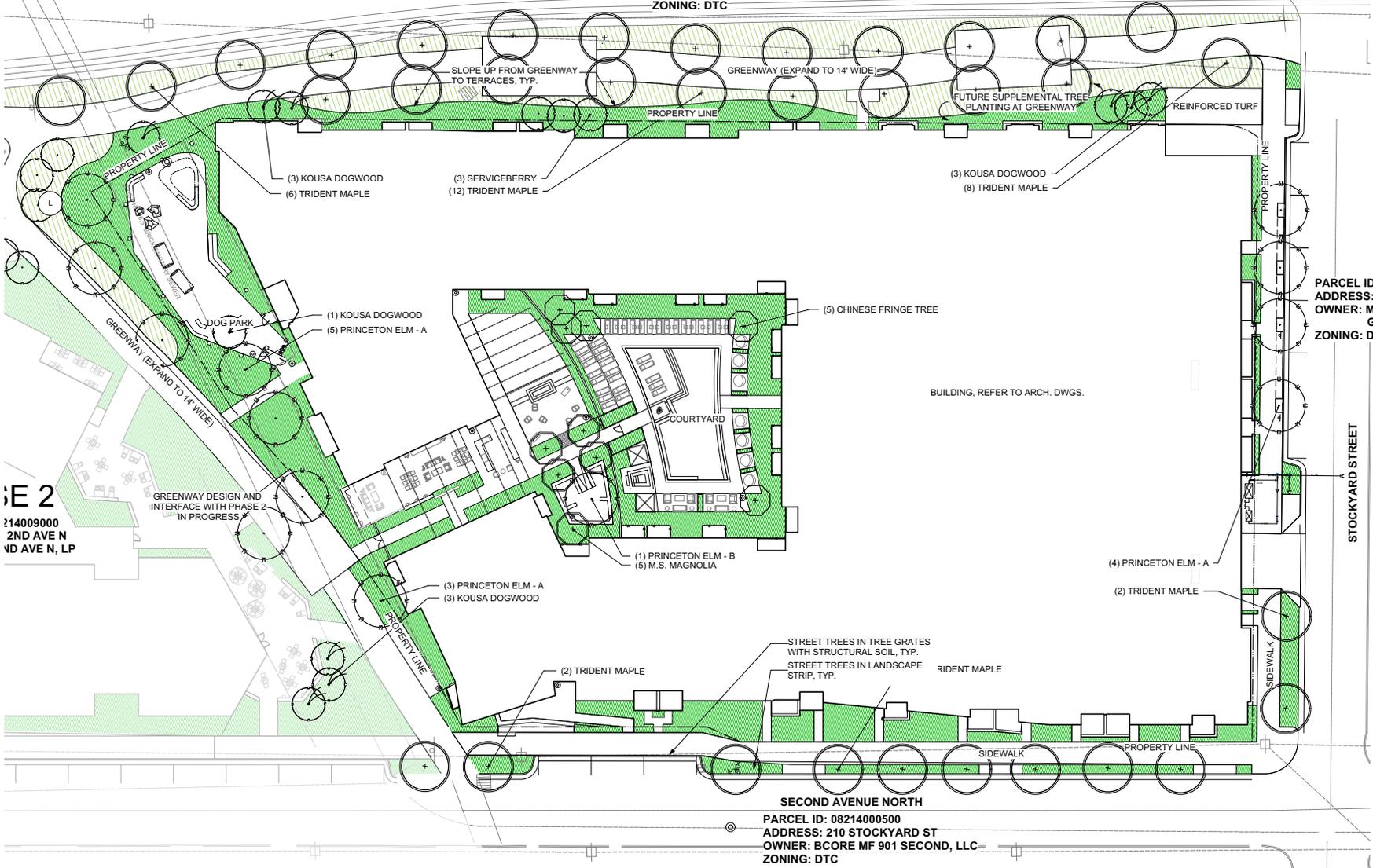
EXHIBIT C: NDOT PROPERTY



STOCKYARDS
900 2ND AVE N

EXHIBIT D: OWNER'S PROPERTY

PARCEL ID: 082140A14600CO
ADDRESS: 726 1ST AVE N
OWNER: RIVERFRONT CONDOMINIUM
OWNER'S ASSOC., INC.
ZONING: DTC



E 2
214009000
2ND AVE N
ND AVE N, LP

STOCKYARDS
900 2ND AVE N

EXHIBIT E: THE PLANS

JOHN COOPER, MAYOR



METROPOLITAN BOARD OF PARKS 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

December 6, 2022

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

Dear Ms. Harrison:

The Parks Board at its meeting held, Tuesday, December 6, 2022, approved the request for a Participation Agreement between Metro and 1000 2nd Ave N, LP the developers of Stockyards, for a proposed multi—use development adjacent to the Cumberland River Greenway Downtown located at 900 2nd Avenue North.

The Participation Agreement will include design and construction of the improvements, subject to Metro Parks' design approval, and permanent maintenance by the owners of the property.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

"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"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

Certificate Of Completion

Envelope Id: C62A85F41D6A4B75A21F6A85EF83270D	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - Stockways (N0516316xD719A).pdf, Mandatory A...	
Source Envelope:	
Document Pages: 18	Signatures: 3
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Ronald Colter	Location: DocuSign
3/6/2023 8:29:21 AM	Ronald.colter@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Monique Odom monique.odom@nashville.gov Monique Horton Odom Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.68	Sent: 3/6/2023 8:34:15 AM Viewed: 3/6/2023 9:24:25 AM Signed: 3/6/2023 9:26:00 AM

Electronic Record and Signature Disclosure:
Accepted: 3/6/2023 9:24:25 AM
ID: f6c5c7a5-f46a-445c-84b6-3357e643b68e

Kelly Flannery/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 3/6/2023 9:26:04 AM Viewed: 3/6/2023 11:48:48 AM Signed: 3/6/2023 11:50:32 AM
--	--	---

Electronic Record and Signature Disclosure:
Accepted: 3/6/2023 11:48:48 AM
ID: fd6e3da8-f3de-4b85-baa3-d889732a1f56

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/6/2023 11:50:35 AM Viewed: 3/7/2023 11:23:59 AM Signed: 3/7/2023 11:24:12 AM
--	--	--

Electronic Record and Signature Disclosure:
Accepted: 3/7/2023 11:23:59 AM
ID: 73677697-3d00-4a30-8441-7d37688f03e7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
-------------------------------------	---------------	------------------

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	3/6/2023 8:34:15 AM
Certified Delivered	Security Checked	3/7/2023 11:23:59 AM
Signing Complete	Security Checked	3/7/2023 11:24:12 AM
Completed	Security Checked	3/7/2023 11:24:12 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure
