

UPON RECORDING RETURN TO:

GS Rivergate Apartments LLC
465 Meeting Street, Suite 500
Charleston, SC 29403
Attention: Matthew Evans

DECLARATION OF DRIVEWAY ACCESS AND PARKING EASEMENT

This **DECLARATION OF DRIVEWAY ACCESS AND PARKING EASEMENT** (this "Agreement") is made and entered into this 24th day of February, 2025 (the "Effective Date"), by **GS RIVERGATE APARTMENTS LLC**, a Delaware limited liability company ("Declarant").

BACKGROUND STATEMENT:

A. Declarant is the owner of that certain parcel of real property more particularly described on **Exhibit "A"**, attached hereto and incorporated herein (the "Park"). The owner of the Park is sometimes referred to herein as "Park Owner".

B. Declarant is also the owner of that certain parcel of real property more particularly described on **Exhibit "B"**, attached hereto and incorporated herein (the "Rivergate Property"). The owner of the Rivergate Property is sometimes referred to herein as "Rivergate Owner".

C. In connection with, and prior to, the transfer of the Park from Declarant to The Metropolitan Government of Nashville and Davidson County, Declarant hereby reserves, for the benefit of the Rivergate Property a driveway access easement upon, over and across certain property within the Park labeled as the Access & Parking Easement on **Exhibit "C"** attached hereto (the "Access & Parking Easement Property").

D. Declarant also hereby reserves, for the benefit of the Rivergate Property a parking easement for a minimum of six (6) vehicles upon, over and across certain property within the Park labeled as the Access & Parking Easement on **Exhibit "C"** attached hereto (the "Access & Parking Easement Property").

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant does hereby covenant and agree as follow:

1. Reservation of Driveway Access Easement. Declarant hereby reserves, for the benefit of the Rivergate Property, a permanent and non-exclusive driveway access easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the Access & Parking Easement Property for the purpose of access to and from the Rivergate Property (the “Driveway Access Easement”).

2. Reservation of Parking Easement. Declarant hereby reserves, for the benefit of the Rivergate Property, a permanent and non-exclusive parking easement for purposes of vehicular and pedestrian ingress and egress to the Access & Parking Easement and for the parking of a minimum of six (6) vehicles, motorcycles, motor bikes and bicycles on the Access & Parking Easement Property (the “Parking Easement”).

3. Maintenance of Easements. Rivergate Owner shall keep, maintain, repair and replace, as necessary, the Driveway Access Easement and Parking Easement in good order, condition and state of repair, at the expense of Rivergate Owner. Such maintenance and repair may include, but is not limited to, the installation, repair and replacement of all pavers, asphalt and concrete areas, snow and ice removal, and resurfacing, as necessary. Whenever Rivergate Owner performs any maintenance, repairs or replacements 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 maintenance, repairs and replacement 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.

4. Run with the Land; Governing Law; Amendment. This Agreement will be recorded in the real property records of Davidson County, Tennessee. The rights, easements and obligations established in this Agreement will run with and be appurtenant to the Rivergate Property, and shall run with and be binding upon the Access & Parking Easement Property. This Agreement is and will inure to and be binding upon Rivergate Owner and Park Owner, and their respective successors and assigns and successors in title. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee. This Agreement may be amended or supplemented only by an instrument in writing executed by Rivergate Owner and Park Owner and recorded in the real property records of Davidson County, Tennessee.

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

Exhibit A: The Park

Exhibit B: The Rivergate Property

Exhibit C: Access & Parking Easement

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed as of the Effective Date.

DECLARANT:

GS RIVERGATE APARTMENTS LLC,
a Delaware limited liability company

By: 
Name: Matthew Evans
Title: Vice President

STATE OF TN)
)
COUNTY OF Williamson)

On this the 24 day of February, 2025, before me personally appeared _____, who acknowledged himself to be the Vice President of **GS RIVERGATE APARTMENTS LLC**, a Delaware limited liability company, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


NOTARY PUBLIC

My Commission Expires: 5/12/27



CONSENT AND JOINDER OF DECLARANT'S LENDER

Wells Fargo Bank, National Association (the "**Lender**"), which is a party to certain loans secured by that certain Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement in the Register's Office of Davidson County, Tennessee (the "**Records**") recorded at Document No. 20220408-0040771 covering the property including the Driveway Access Easement Property (as the same may have been or may be amended from time to time, the "**Deed of Trust**"), hereby consents to the foregoing Declaration of Driveway Access Easement and subordinates the liens created by the Deed of Trust and any other leases, assigns or security interests held by the Lender to secure any indebtedness described in the Deed of Trust (collectively, the "**Lender's Liens**") to the terms and conditions of the foregoing Declaration of Driveway Access Easement, as if the Declaration of Driveway Access Easement had been executed and recorded in the Records prior to the execution, delivery and recordation of the Lender's Liens; provided, however, this consent and subordination shall not be construed to be a release of the Lender's Liens or any part thereof. Except only insofar as the Lender hereby consents and subordinates the Lender's Liens to the Declaration of Driveway Access Easement, the Deed of Trust and all of the Lender's Liens shall remain in full force and effect and shall retain their priority as security for the payment of the indebtedness thereby secured. The Lender reserves all of the rights to which it is entitled, and except to the limited extent provided herein, this subordination in no way shall operate as a waiver of said rights.

Lender:

WELLS FARGO BANK,
National Association

By: [Signature]
Name: DAVID THAMES
Title: EXECUTIVE DIRECTOR

THE STATE OF North Carolina
COUNTY OF Mecklenburg

This instrument was acknowledged before me on this the 3rd day of March 2025, by David Thames, a Executive Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of said entity.

Notary Public—State of North Carolina

[Signature]

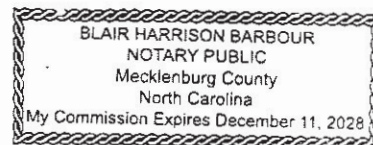


EXHIBIT "A"

THE PARK

Lot 2, Resubdivision of Rivergate One Mile, Madison, Davidson County, Tennessee as shown on the Resubdivision Plat recorded as Instrument No. 20250221-0012691 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

THE RIVERGATE PROPERTY

Lot 1, Resubdivision of Rivergate One Mile, Madison, Davidson County, Tennessee as shown on the Resubdivision Plat recorded as Instrument No. 20250221-0012691 in the Register's Office of Davidson County, Tennessee.

AREA TABLE

LOT NO.	AREA SQ. FT.	ACRES
1	861,336	19.77
2	81,870	1.88
TOTAL	943,206	21.65

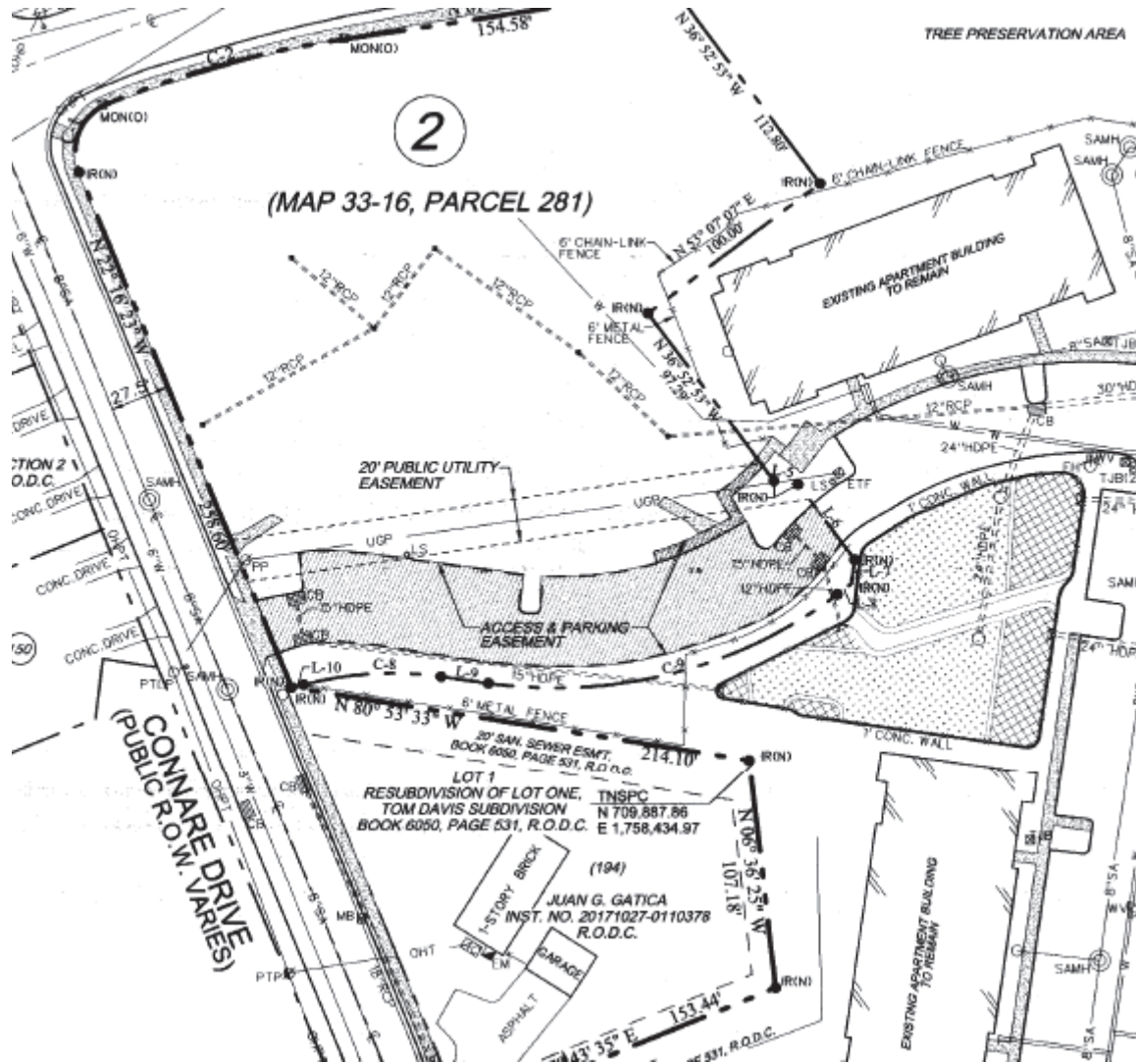


BARGE
DESIGN SOLUTIONS

avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615) 254-1500 FAX (615) 255-6572

EXHIBIT "C"

ACCESS & PARKING EASEMENT



UPON RECORDING RETURN TO:

GS Rivergate Apartments LLC
465 Meeting Street, Suite 500
Charleston, SC 29403
Attention: Matthew Evans

PARK PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS

This **PARK PARTICIPATION AGREEMENT AND DECLARATION OF COVENANTS** (this "**Agreement**") is made and entered into this 7th day of MARCH, 2025 (the "**Effective Date**"), by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("**Metro**"), and **GS RIVERGATE APARTMENTS LLC**, a Delaware limited liability company ("**Greystar**"). (Metro and Greystar are sometimes collectively referred to as the "**Parties**".)

BACKGROUND STATEMENT:

A. Metro is the owner of that certain parcel of real property more particularly described on **Exhibit "A"**, attached hereto and incorporated herein (the "**Park**").

B. Greystar is the owner of that certain parcel of real property more particularly described on **Exhibit "B"**, attached hereto and incorporated herein (the "**Greystar Property**").

C. Prior to conveying the Park to Metro, Greystar constructed improvements at the Park (the "**Park Improvements**"), in accordance with the plans and specifications attached hereto as **Exhibit "C"** (the "**Plans**").

D. Pursuant to the terms and conditions of this Agreement, the current owner of the Greystar Property, as well as any future owners, successors, or assigns ("**Greystar Property Owner**"), agrees to provide ongoing landscaping and parking lot maintenance associated with the Park Improvements within the Park during which period that certain Greystar Property Owner owns the Greystar Property. Greystar Property Owner must also winterize park irrigation system and drinking fountain.

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.** Greystar is hereby granted the right to enter the Park to perform any and all activities necessary to maintain the landscaping associated with the Park Improvements in accordance with that certain Substitute Ordinance No. BL2021-772.

2. **Duties of Landscaping Maintenance.** From and after the Effective Date of this Agreement, the Greystar Property Owner shall keep, maintain, repair and replace, as necessary, the landscaping associated with the Park Improvements in good order, condition and state of repair, at the expense of the Greystar Property Owner. Whenever the Greystar Property Owner performs any landscaping 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 landscaping 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.

3. Insurance. During the life of this Agreement, the Greystar Property 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.

4. 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:

Nashville Metro Parks
511 Oman Street
Nashville, TN 37203
Attention: Director of Nashville Metro Parks and Recreation

and to Greystar at the following address:

GS Rivergate Apartments LLC
465 Meeting Street, Suite 500
Charleston, SC 29403
Attention: Matthew Evans

with a copy to:

Jackson Walker LLP
1401 McKinney, Suite 1900
Houston, Texas 77010
Attn: Vytas Petrulis
Email: vpetrulis@jw.com

5. Run with the Land; Governing Law. This Agreement will be recorded in the real property records of Davidson County, Tennessee and will be attached to the Deed. The rights, easements and obligations established in this Agreement will run with the Park. This Agreement is and will be binding upon Metro, its successors in title and upon Greystar, and its successors and assigns and successors in title. Any transferee of all or any portion of the Greystar Property shall automatically be deemed, by acceptance of title to the Greystar Property, or portion thereof, to have assumed all obligations of Greystar contained in this Agreement. The transferor of all or any portion of the Greystar Property shall, upon the completion of such transfer, be relieved of all further liability hereunder except for such liability as may have arisen during the transferor's period of ownership of the Greystar Property or portion thereof so conveyed and which remains unsatisfied. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

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

Exhibit A: The Park
Exhibit B: The Greystar Property
Exhibit C: The Plans

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

METRO:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON
COUNTY**

By: [Signature]
Name: Monique Holten Odum
Title: Director

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this the 6th day of March, 2025, before me personally appeared Monique Holten Odum, who acknowledged himself to be the Director 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.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/6/2026

[Signatures Continue on Following Page]



GREYSTAR:

GS RIVERGATE APARTMENTS LLC,
a Delaware limited liability company

By: Matthew

Name: Matthew Evans

Title: Vice President

STATE OF TN)
COUNTY OF Williamson)

On this the 24 day of February, 2025, before me personally appeared Matthew Evans, who acknowledged himself to be the Vice President of **GS RIVERGATE APARTMENTS LLC**, a Delaware limited liability company, and that he, as such VP, 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.

Lindsay Walton
NOTARY PUBLIC

My Commission Expires: 5-12-27

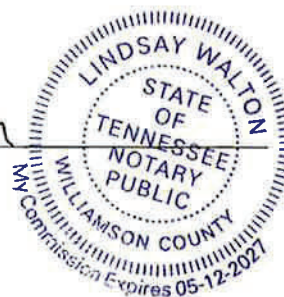


EXHIBIT "A"

THE PARK

Lot 2, Resubdivision of Rivergate One Mile, Madison, Davidson County, Tennessee as shown on the Resubdivision Plat recorded as Instrument No. 20250221-0012691 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

THE GREYSTAR PROPERTY

Lot 1, Resubdivision of Rivergate One Mile, Madison, Davidson County, Tennessee as shown on the Resubdivision Plat recorded as Instrument No. 20250221-0012691 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "C"

THE PLANS

[See attached]

110 ONE MILE PARKWAY
MADISON, TN 37115

ALL DESIGN AND CONSTRUCTION ACTIVITIES SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA) 2010 STANDARDS FOR ACCESSIBLE DESIGN ADOPTED BY METRO.

Kimley»»Horn

GREYSTAR
10 GLENLAKE PARKWAY, SUITE 445
ATLANTA, GA, 30328
PHONE: 423.774.2461
CONTACT: TBD

GREYSTAR™
The Global Leader in Rental Housing

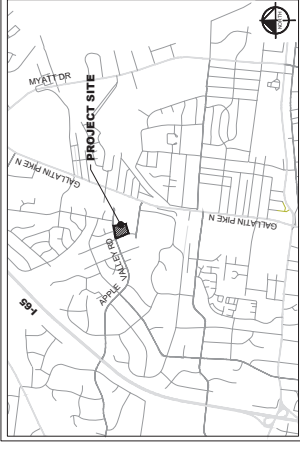
**ISSUED FOR
CONSTRUCTION**

LANDSCAPE ARCHITECT SEAL	PLAN REVISIONS		
	REVISION NO.	DATE	REMARKS
	-	12/16/2020	METRO PARKING / ADA COMMENTS PER UNION
	FILE NUMBER 0128777013	SHEET NUMBER L6-00	TOTAL SHEETS

Sheet Index		
Sheet Number	Sheet Title	
B-00	COVER	
B-01	GENERAL NOTES	
B-02	HARDWARE SPECIFICATIONS	
B-03	DETAIL CALCULOT AND MATERIAL PLAN	
B-04	GRADING AND DRAINAGE PLAN	
B-05	HARDWARE DETAILS - GENERAL	
B-06	HARDWARE DETAILS - METRIC STANDARDS	
B-07	HARDWARE DETAILS - PLANT/GROUND	
B-08	LANDSCAPE PLAN	
B-09	LANDSCAPE NOTES	
B-10	LANDSCAPE DETAILS	

NOT TO SCALE

COUNCIL DISTRICT:	10
COUNCIL MEMBER:	ZACH YOUNG
SITE LOCATION:	CITY OF MADISON

[illegible]

PROJECT SUMMARY

HARDSCAPE SPECIFICATIONS TABLE

DATE	REVISIONS	BY	CHK'D BY	DATE	REVISIONS	BY	CHK'D BY	DATE	REVISIONS	BY	CHK'D BY
07/10/2023	REVISION 9	WJ	WJ	07/10/2023	REVISION 11	WJ	WJ	07/10/2023	REVISION 12	WJ	WJ
06/30/2023	REVISION 8	WJ	WJ	06/30/2023	REVISION 10	WJ	WJ	06/30/2023	REVISION 11	WJ	WJ
06/11/2023	REVISION 7	WJ	WJ	06/11/2023	REVISION 9	WJ	WJ	06/11/2023	REVISION 10	WJ	WJ
10/11/2023	REVISION 6	WJ	WJ	10/11/2023	REVISION 8	WJ	WJ	10/11/2023	REVISION 9	WJ	WJ
10/20/2023	REVISION 5	WJ	WJ	10/20/2023	REVISION 7	WJ	WJ	10/20/2023	REVISION 8	WJ	WJ
10/27/2023	RFI #107	WJ	WJ	10/27/2023	REVISION 6	WJ	WJ	10/27/2023	REVISION 7	WJ	WJ

CASE NO. 2021SP-031-002

HARDSCAPE SPECIFICATION

SHEET NUMBER

L7-00

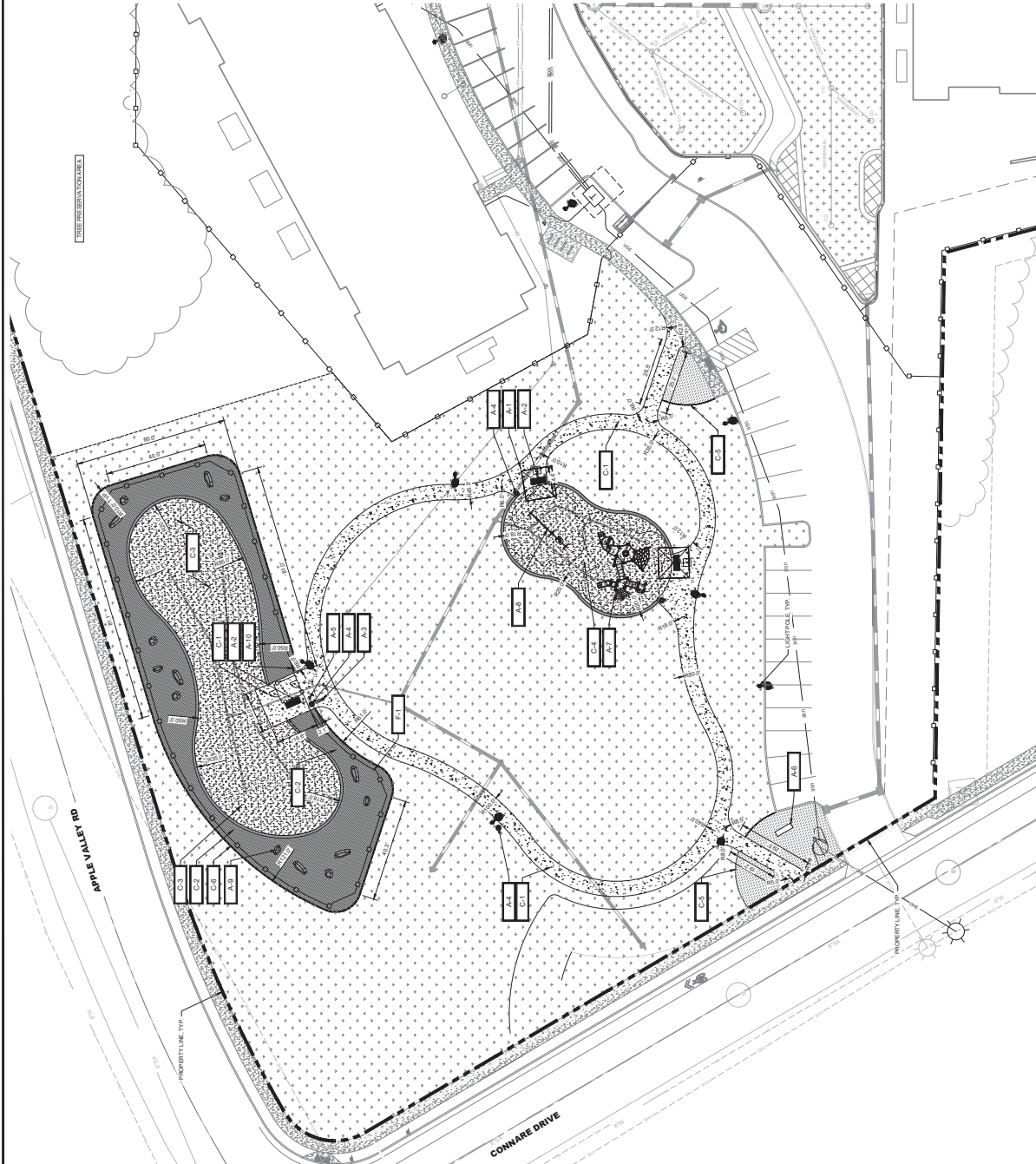
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CASE NO. 2021SP-031-002



SHEET NUMBER

HARDSCAPE SPECIFICATIONS TABLE		
MATERIAL CATEGORY	MATERIAL DESCRIPTION	DETAIL REFERENCE
C-1	STANDARD CONCRETE	SEE DETAIL A1, SHEET 12.60
C-2	DECOMPOSED GRANITE	SEE DETAIL A1, SHEET 12.60
C-3	SYNTHETIC TUFF DOG PAVK	SEE DETAIL A1, SHEET 12.60
C-4	SYNTHETIC TUFF, PLANKBOARD	SEE DETAIL A1, SHEET 12.60
C-5	BRUSHED LANDSCAPE EDGING	SEE DETAIL A1, SHEET 12.60
C-6	METAL LANDSCAPE EDGING	SEE DETAIL A7, SHEET 12.60
F-1	CHUNKY FINISH	SEE DETAIL A1, SHEET 12.60
A-1	SHADE CANOPY	SEE DETAIL A2, SHEET 12.62
A-2	6" BENCH	SEE DETAIL A1, SHEET 12.61
A-3	DOG WASTE STATION	SEE DETAIL A2, SHEET 12.61
A-4	WASTE RECEPTACLE	SEE DETAIL A1, SHEET 12.61
A-5	DOG WASTE STATION	SEE DETAIL A4, SHEET 12.61
A-6	METAL PLANKBOARD BONDAGE	SEE DETAIL A4, SHEET 12.61
A-7	PLANKBOARD BONDAGE STRUCTURE	SEE DETAIL A1, SHEET 12.62
A-8	PLANKBOARD BONDAGE SET	SEE DETAIL A1, SHEET 12.62
A-9	LANDSCAPE BOLLARD	SEE DETAIL A4, SHEET 12.60
A-10	DOGPARK UNLITLED SIGNAGE	SEE DETAIL A4, SHEET 12.60
	LIGHT POLE	SEE REFERENCE LOG PLANS



CASE NO. 2021SP-031-002

PLANT SCHEDULE									
PLANT	THREAT	BOTANICAL NAME	COMMON NAME	SPACING	DATE	ROOT	CONDITION		
14	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
15	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
16	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
17	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
18	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
19	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
20	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
21	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
22	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
23	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
24	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
25	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
26	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
27	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
28	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
29	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
30	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
31	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
32	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
33	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
34	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
35	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
36	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
37	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
38	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
39	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
40	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
41	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
42	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
43	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
44	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
45	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
46	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
47	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		
48	PEAR	PYRUS SP.	PEAR	10	10/10/10	10/10/10	10/10/10		
49	PLUM	PRUNUS SP.	PLUM	10	10/10/10	10/10/10	10/10/10		
50	CHERRY	PRUNUS SP.	CHERRY	10	10/10/10	10/10/10	10/10/10		
51	APPLE	MALUS SP.	APPLE	10	10/10/10	10/10/10	10/10/10		

[illegible]

CASE NO. 2021SP-031-002



L10-01

LANDSCAPE PLANT

SHEET NUMBER

LANDSCAPE LEGEND

LANDSCAPE LEGEND

	BERMUDA SOO (TIFFANY 419)
	BERMUDA SEED

KEY MAP

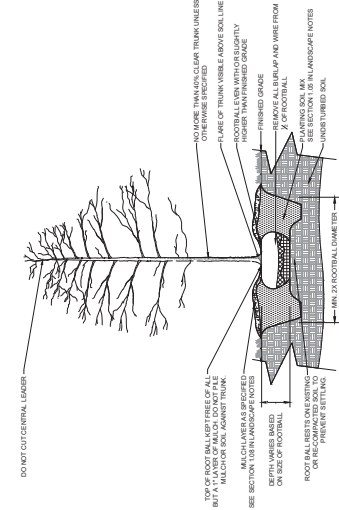
«Kimley» Horn

ONE MILE PARKWAY

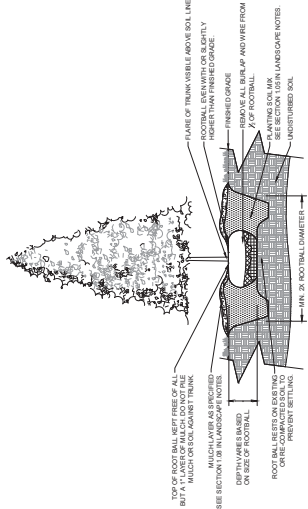
MADISON, TN

Main: 615.564.2701 | www.kimley-horn.com

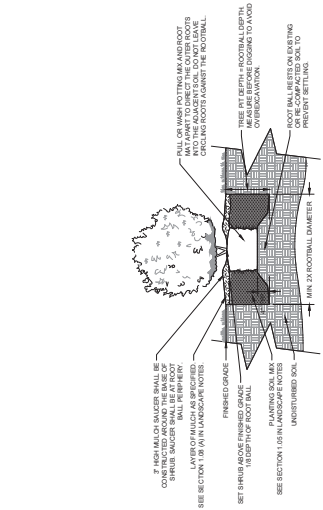
«Kimley» Horn



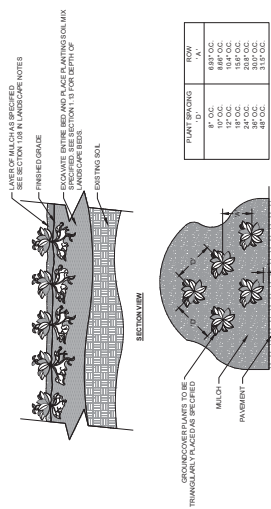
1 B&B TREE PLANTING
NOT TO SCALE



2 EVERGREEN TREE PLANTING
NOT TO SCALE

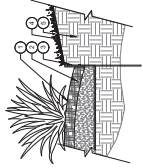


3 CONTAINER SHRUB PLANTING
NOT TO SCALE

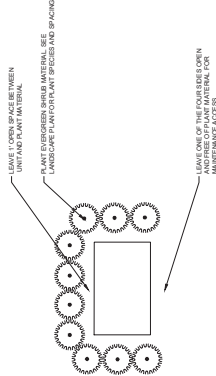


4 GROUNDCOVER PLANTING
NOT TO SCALE

- MANUFACTURER SPECIFICATIONS**
- 1. PLANTING BED
 - 2. MULCH LAYER AS SPECIFIED
 - 3. 1/2" x 1/4" METAL EDGING AS SPECIFIED IN PLAN, 1/2" STAINLESS STEEL
 - 4. FINISHED GRADE
 - 5. PREPARED SUBGRADE

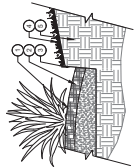


7 METAL LANDSCAPE EDGING
SCALE: 1/2" = 1'-0"



5 TYPICAL SERVICE SCREENING DETAIL
NOT TO SCALE

6 SPADED LANDSCAPE EDGING
SCALE: 1/2" = 1'-0"



- MANUFACTURER SPECIFICATIONS**
- 1. PLANTING BED
 - 2. MULCH LAYER AS SPECIFIED
 - 3. 1/2" x 1/4" METAL EDGING AS SPECIFIED IN PLAN, 1/2" STAINLESS STEEL
 - 4. FINISHED GRADE
 - 5. PREPARED SUBGRADE

CASE NO. 2021SP-03-1002

LANDSCAPE DETAILS

SHEET NUMBER

L10-51

Kimley-Horn

1000 Avenue, Suite 400, Nashville, TN 37203
Main: 615.964.2701 | www.kimley-horn.com

ONE MILE PARKWAY
MADISON, TN

REVISIONS	DATE	BY	CHKD	APP'D
REVISION 1	04/05/2023	CHS		
REVISION 2	04/05/2023	CHS		
REVISION 3	04/05/2023	CHS		
REVISION 4	04/05/2023	CHS		
REVISION 5	04/05/2023	CHS		
REVISION 6	04/05/2023	CHS		
REVISION 7	04/05/2023	CHS		
REVISION 8	04/05/2023	CHS		
REVISION 9	04/05/2023	CHS		
REVISION 10	04/05/2023	CHS		
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REVISION 99	04/05/2023	CHS		
REVISION 100	04/05/2023	CHS		

THIS INSTRUMENT PREPARED BY:

Vytas Petrulis
Jackson Walker LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS: The Metropolitan Government of Nashville and Davidson County 511 Oman Street Nashville, TN 37203 Attention: Director of Nashville Metro Parks and Recreation	SEND TAX BILLS TO: The Metropolitan Government of Nashville and Davidson County 511 Oman Street Nashville, TN 37203 Attention: Director of Nashville Metro Parks and Recreation	MAP PARCEL NUMBER(S) 03316028100
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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is \$100.00.

Affiant

Subscribed and sworn to before me on this ____ day of _____, 2025.

[Affix Seal]

Notary Public

My commission expires: _____

FOR AND IN CONSIDERATION OF the sum of One Hundred Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **GS RIVERGATE APARTMENTS LLC**, a Delaware limited liability company (hereinafter called “GRANTOR”), has bargained and sold,

and by these presents does transfer and convey unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter called "GRANTEE"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY REFERENCE.

The Property's address is 300 Connare Drive, Nashville, Tennessee, 37115.

The Property is improved real property and is transferred subject to all matters recorded in the Register's Office of Davidson County, Tennessee, but only to the extent that the same are enforceable and affect or relate to the Property.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to the Property to GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under GRANTOR, but not as to those claiming otherwise. Grantor covenants with the Grantee that Grantor is lawfully seized in fee of the Property, that Grantor has a good right to sell and convey the same and that the Property is free from all encumbrances, except to the extent otherwise set forth herein. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature on page following]

TO HAVE AND TO HOLD all and singular the Property before mentioned unto said GRANTEE, its successors and assigns forever.

WITNESS the execution hereof by GRANTOR this 10th day of March, 2025.

GS RIVERGATE APARTMENTS LLC,
a Delaware limited liability company

By: [Signature]
Name: Matthew Evans
Title: Vice President

STATE OF Tennessee

COUNTY OF Williamson

Before me, a Notary Public of the State and County aforesaid, personally appeared Matthew Evans, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be VP of GS RIVERGATE APARTMENTS LLC, a Delaware limited liability company, and that he as such VP being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as VP.

Witness my hand and official seal, at office on this 10th day of March, 2025.

[Affix Seal]

Lindsay Walton
Notary Public

My Commission Expires: 5/12/27



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, Resubdivision of Rivergate One Mile, Madison, Davidson County, Tennessee as shown on the Resubdivision Plat recorded as Instrument No. 20250221-0012691 in the Register's Office of Davidson County, Tennessee.

**Re: Greystar
Planning Commission Mandatory Referral 2025M-009AG-001
Council District # 10 Jennifer Webb, Council Member**

An ordinance approving a donation of a 1.88-acre parcel, an access and parking easement, and a participation agreement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, and GS Rivergate Apartments LLC for park improvements at 300 Connare Drive (Parcel No. 03316028100) (Proposal No. 2025M-009AG-001).

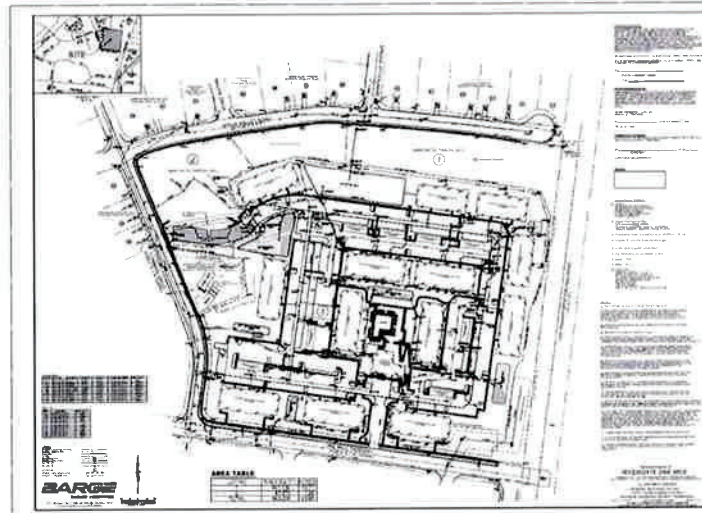
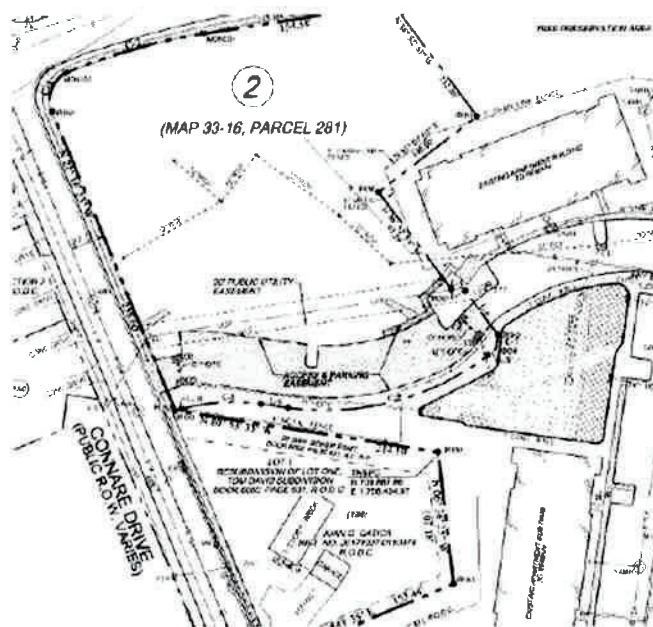


EXHIBIT "C"

ACCESS & PARKING EASEMENT



Certificate Of Completion

Envelope Id: ADAAE214-1E59-489A-877D-5E8C9C71AC8F

Status: Completed

Subject: Complete with Docusign: Legislation Packet_Greystar.pdf, 2025M-009AG-001Im GREYSTAR Mandatory R...

Source Envelope:

Document Pages: 37

Signatures: 4

Envelope Originator:

Certificate Pages: 15

Initials: 0

Felecia Teasley

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

felecia.teasley@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Felecia Teasley

Location: DocuSign

3/24/2025 2:58:46 PM

felecia.teasley@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Monique H. Odom

Monique.Odom@nashville.gov

Monique Horton Odom

Security Level: Email, Account Authentication
(None)

Monique H. Odom

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.68

Sent: 3/24/2025 3:18:34 PM

Viewed: 3/24/2025 3:56:11 PM

Signed: 3/24/2025 3:56:30 PM

Electronic Record and Signature Disclosure:

Accepted: 3/24/2025 3:56:11 PM

ID: 16857fb3-b7c3-41f6-9281-a68f0b6d44ee

Abraham Wescott

abraham.wescott@nashville.gov

Public Property Director

Security Level: Email, Account Authentication
(None)

Abraham Wescott

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.191

Sent: 3/24/2025 3:56:38 PM

Resent: 4/4/2025 10:04:36 AM

Viewed: 4/4/2025 10:09:54 AM

Signed: 4/4/2025 10:15:56 AM

Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 10:09:54 AM

ID: 9ddd9a10-5b56-48bb-83f0-794d785116f1

Jenneen Reed

Jenneen.kaufman@nashville.gov

Deputy Finance Director

Security Level: Email, Account Authentication
(None)

Jenneen Reed

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 4/4/2025 10:16:03 AM

Viewed: 4/4/2025 12:26:37 PM

Signed: 4/4/2025 12:35:43 PM

Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 12:26:37 PM

ID: b1560f17-af55-47e1-aaf0-253bacb878fe

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

Macy Amos

Signature Adoption: Pre-selected Style
Using IP Address: 136.58.61.131
Signed using mobile

Sent: 4/4/2025 12:35:52 PM

Viewed: 4/4/2025 4:52:01 PM

Signed: 4/4/2025 4:52:56 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 4/4/2025 4:52:01 PM ID: fe0ca10e-4642-4bc3-afe0-40ffa60f31a9		
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	3/24/2025 3:18:34 PM
Envelope Updated	Security Checked	4/4/2025 10:01:18 AM
Certified Delivered	Security Checked	4/4/2025 4:52:01 PM
Signing Complete	Security Checked	4/4/2025 4:52:56 PM
Completed	Security Checked	4/4/2025 4:52:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		