

**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 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



**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

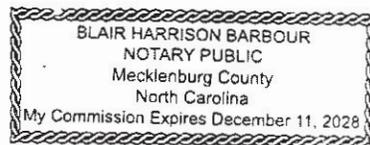
By: [Signature]  
Name: DAVID THAMES  
Title: EXECUTIVE DIRECTOR

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"**

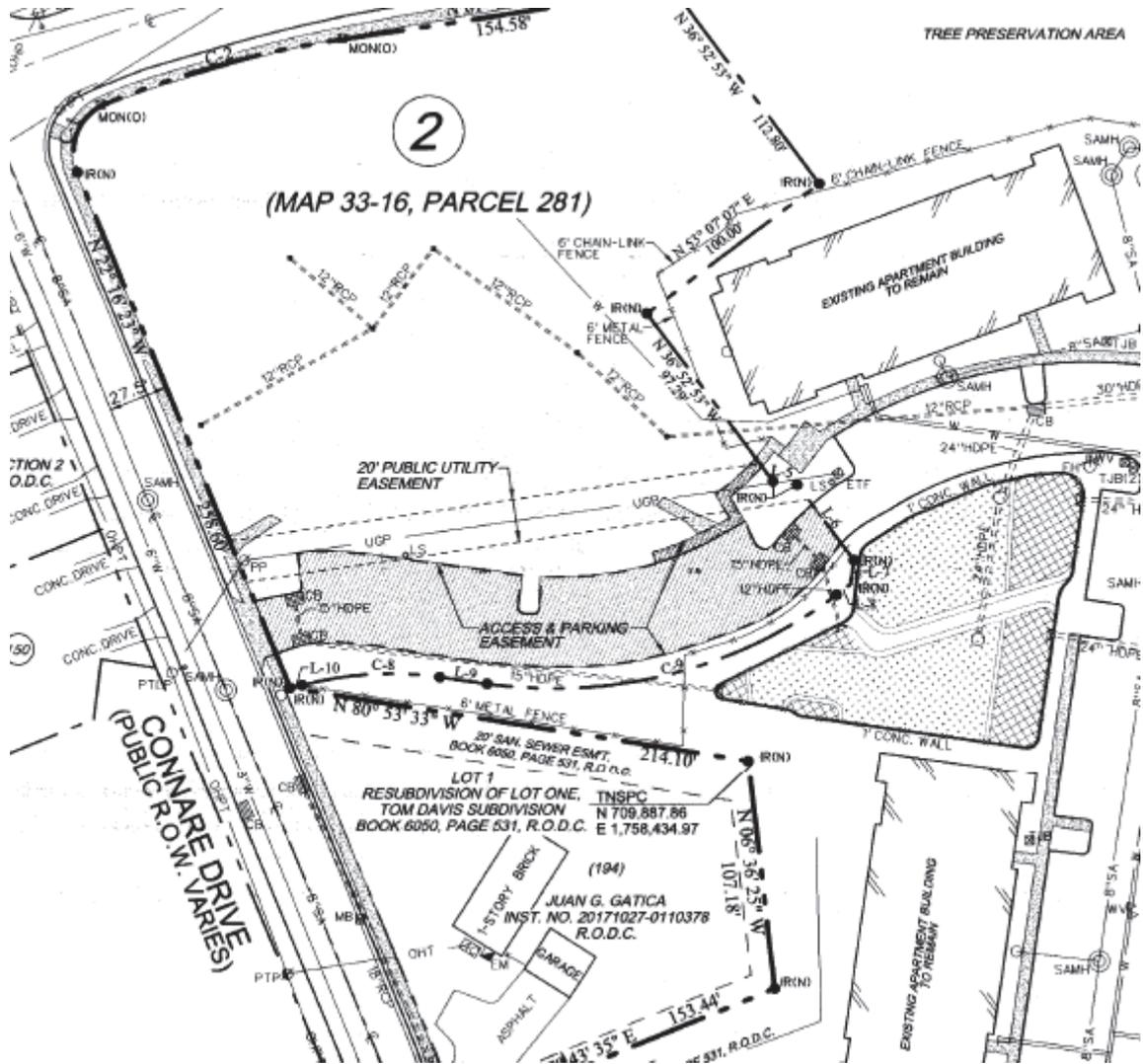
**THE RIVERGATE PROPERTY**

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.



**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 7<sup>th</sup> 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 acceptable 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]



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]





NO.	DATE	BY	DESCRIPTION
1	07/25/2023	MS	ISSUE FOR PERMITS
2	07/25/2023	MS	ISSUE FOR PERMITS
3	07/25/2023	MS	ISSUE FOR PERMITS
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100	07/25/2023	MS	ISSUE FOR PERMITS

GENERAL NOTES

SHEET NUMBER  
**L6-01**

**PLANTING NOTES:**

1. ALL PLANT MATERIAL LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE SEED/ SOODED. FINE GRADING DRAINAGE IN ALL AREAS TO BE SEED/ SOODED.
3. THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, GAS/SEWER LINES, AND UTILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
6. STEELING OR A NATURAL BELIEVED EDGE SHALL BE INSTALLED AT ALL LOCATIONS WHERE PLANT MATERIALS MEET TURF AREAS.

**LIGHTING NOTES:**

1. LIGHT FIXTURE LOCATIONS AS SHOWN ON THESE PLANS ARE APPROXIMATE. FINAL LOCATIONS SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE ON SITE.
2. ALL TREE UPLIGHTING SHALL BE INSTALLED AFTER PLANTING OF SPECIMEN TREES.
3. CONTRACTOR SHALL VERIFY QUANTITIES OF LIGHT FIXTURES AND EQUIPMENT AS SHOWN ON PLAN.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND DETAILED SPECIFICATIONS OF THIS SHEET. ANY WORK NOT MEETING THE APPROVAL OF THE OWNER SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.
5. ALL ELECTRICAL REQUIREMENTS SHALL BE PROVIDED BY THE OWNER'S REPRESENTATIVE. UNLESS OTHERWISE PROVIDED BY OWNER, LICENSED ELECTRICIAN IS TO SIZE AND CIRCUIT ALL ELECTRICAL REQUIREMENTS SHOWN ON PLAN. SUBMIT PLAN PREPARED BY LICENSED ELECTRICIAN TO THE OWNER FOR REVIEW AND APPROVAL.
6. COORDINATE ALL WORK, ESPECIALLY SEWERS, TRACING AND BACKFILLING WITH IRRIGATION, CONCRETE AND MASONRY SUBCONTRACTORS AS REQUIRED.
7. LIGHT FIXTURES TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

**STRUCTURAL NOTES: APPLIES TO ALL DETAILS**

1. CONTRACTOR PRECAST CONCRETE CAP PROVIDER SHALL COORDINATE THE ATTACHMENT OF THE CAP TO THE MASONRY. EMBEDS MAY BE REQUIRED AT THE TOP OF THE MASONRY SHALL BE PER SECTION 1406 OF THE INTERNATIONAL BUILDING CODE.
2. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS IN SOILS REPORT. REPORT TO BE OBTAINED FROM OWNER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL FOOTING ARE TO BE PLACED ON FIRM UNDISTURBED, NATURAL SOIL OR PROPERLY COMPACTED TO 98% (MINIMUM STANDARD PROCTOR DENSITY) UNLESS OTHERWISE SPECIFIED. ALL FOUNDATIONS SHALL BE REINFORCED WITH #4 BARS. ALL FOUNDATIONS SHALL BE REINFORCED WITH APPROVED FILL. SEE SOILS REPORT FOR DESCRIPTION OF BEARING SOIL.
4. ALL STRUCTURAL INFORMATION SHOWN ON THIS DRAWING SET IS TO BE REVIEWED AND A FINAL DESIGN PREPARED BY STRUCTURAL ENGINEER. DIMENSIONS SHOWN ARE FOR DESIGN DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO COMMENCING CONSTRUCTION.

**HARDSCAPE NOTES:**

1. ALL SITE FEATURE LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION AND CONSTRUCTION.
2. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, GAS/SEWER LINES, AND UTILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES SHOWN ON THIS PLAN AND NOT SHOWN ON THESE PLANS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
6. STEELING OR A NATURAL BELIEVED EDGE SHALL BE INSTALLED AT ALL LOCATIONS WHERE PLANT MATERIALS MEET TURF AREAS.
7. LIGHT FIXTURE LOCATIONS AS SHOWN ON THESE PLANS ARE APPROXIMATE. FINAL LOCATIONS SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE ON SITE.
8. ALL TREE UPLIGHTING SHALL BE INSTALLED AFTER PLANTING OF SPECIMEN TREES.
9. CONTRACTOR SHALL VERIFY QUANTITIES OF LIGHT FIXTURES AND EQUIPMENT AS SHOWN ON PLAN.
10. ALL ELECTRICAL REQUIREMENTS SHALL BE PROVIDED BY THE OWNER'S REPRESENTATIVE. UNLESS OTHERWISE PROVIDED BY OWNER, LICENSED ELECTRICIAN IS TO SIZE AND CIRCUIT ALL ELECTRICAL REQUIREMENTS SHOWN ON PLAN. SUBMIT PLAN PREPARED BY LICENSED ELECTRICIAN TO THE OWNER FOR REVIEW AND APPROVAL.
11. COORDINATE ALL WORK, ESPECIALLY SEWERS, TRACING AND BACKFILLING WITH IRRIGATION, CONCRETE AND MASONRY SUBCONTRACTORS AS REQUIRED.
12. LIGHT FIXTURES TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
13. CONTRACTOR IS TO COORDINATE ALL STAGING AREAS WITH THE OWNER AND ALL OTHER CONTRACTORS PRIOR TO COMMENCEMENT OF WORK.
14. CONTRACTOR IS TO COORDINATE WITH THE OWNER AND/OR LIGHTING MANUFACTURER FOR VERIFICATION OF CORRECT AND SUFFICIENT LIGHTING FEATURES PRIOR TO INSTALLATION.
15. ALL ANGLES ON THE LAYOUT SHEETS ARE 90 DEGREES, UNLESS OTHERWISE NOTED ON THE INFORMATION AND REQUIREMENTS.
16. SEE PAVEMENT DETAILS ON CONSTRUCTION DOCUMENTS FOR SPECIFIC DESIGN INFORMATION AND REQUIREMENTS.
17. WHERE A DETAIL, SECTION, TYPICAL, SECTION, OR A NOTE IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS, UNLESS OTHERWISE NOTED ON THE PLAN.
18. THE POOL CONTRACTOR IS RESPONSIBLE FOR ALL POOL STRUCTURAL ENGINEERING, POOL MECHANICAL ENGINEERING, HYDRAULIC DESIGN AND ENGINEERING ELECTRICAL ENGINEERING. THE POOL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL POOL EQUIPMENT, PUMP, PUMP REINFORCEMENT, GUMITE, POOL SHELL, TELL, COPING, ELECTRICAL, JUNCTION BOXES, THERMIST, AND COOL COMPRESSOR.
19. ALL POOL EQUIPMENT, PUMP, AND REINFORCEMENT SCHEDULE WILL BE SUBMITTED WITH THE POOL BID FOR REVIEW AND APPROVAL BY OWNER.
20. REQUIRED UTILITIES AT FILTER LOCATION ARE TO BE SUPPLIED BY THE CONTRACTOR.
21. SIZE OF DRAINS, LOCATIONS, AND DRAIN LINES ARE TO BE DETERMINED BY THE POOL CONTRACTOR.
22. ANY ALL POST LIGHTS TO BE MINIMUM (6) SIX FEET AWAY FROM THE WATERS EDGE.
23. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ROUGH GRADING IN THE POOL AREA. THE GRADE PROVIDED SHALL BE WITHIN (6) SIX INCHES OF FINISHED GRADE BEFORE THE POOL CONTRACTOR BEGINS CONSTRUCTION.
24. THE POOL CONTRACTOR SHALL VERIFY ALL GASSES, HAZARDOUS AND EXISTING CONDITIONS BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCY SHALL BE CALLED TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
25. POOL SHALL BE GROUND PER CODE.
26. POOL WALLS, FLOOR, AND BEAMS TO BE GANITE BY THE POOL CONTRACTOR. STRUCTURAL REQUIREMENTS FOR THE POOL CONTRACTOR. SOIL REPORTS ARE TO BE SUPPLIED BY THE POOL CONTRACTOR.
27. POOL FINISH SHALL BE BY THE POOL CONTRACTOR OR FROM HIS LICENSED REPRESENTATIVE.
28. POOL DEPTH, DEPTH MARKERS, AND TILE PLANTING AREAS.
29. POOL FINISH SHALL BE A MINIMUM 3" DEEP IN PLANTING AREAS.
30. POOL DEPTH, DEPTH MARKERS, AND TILE PLANTING AREAS.
31. POOL FINISH SHALL BE A MINIMUM 3" DEEP IN PLANTING AREAS.
32. POOL FINISH SHALL BE A MINIMUM 3" DEEP IN PLANTING AREAS.
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**POOL NOTES:**

1. THE POOL CONTRACTOR SHALL VERIFY ALL GASSES, HAZARDOUS AND EXISTING CONDITIONS BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCY SHALL BE CALLED TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
2. POOL SHALL BE GROUND PER CODE.
3. POOL WALLS, FLOOR, AND BEAMS TO BE GANITE BY THE POOL CONTRACTOR. STRUCTURAL REQUIREMENTS FOR THE POOL CONTRACTOR. SOIL REPORTS ARE TO BE SUPPLIED BY THE POOL CONTRACTOR.
4. POOL FINISH SHALL BE BY THE POOL CONTRACTOR OR FROM HIS LICENSED REPRESENTATIVE.
5. POOL DEPTH, DEPTH MARKERS, AND TILE PLANTING AREAS.
6. POOL FINISH SHALL BE A MINIMUM 3" DEEP IN PLANTING AREAS.
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**ADA COMPLIANCE:**

1. CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE.
2. CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE.
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12. CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE. ALL CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER'S REPRESENTATIVE.
13. CURB RAMP SLOPES SHALL BE VERIFIED BY THE OWNER

**HARDSCAPE SPECIFICATIONS TABLE**

MATERIAL CALLOUT	MATERIAL DESCRIPTION	DETAIL REFERENCE	MANUFACTURER	MODEL	SIZE (NOMINAL)	COLOR / FINISH	QUANTITY
C-1	STANDARD CONCRETE	SEE DETAIL #1 SHEET L8-0				GRAY	
C-2	DIKOMPOSED GRANITE	SEE DETAIL #2 SHEET L8-0	KAYAK GRANITE			RUSTIC GRANITE	
C-3	SYNTHETIC TURF - GOLF PARK	SEE DETAIL #3 SHEET L8-0	SYNLAWN	SYNTRIDE 240		FIELD GREEN	
C-4	SYNTHETIC TURF - PLAYGROUND	SEE DETAIL #3 SHEET L8-0	SYNLAWN	SYNTRIDE 240		FIELD GREEN	
C-5	SPANGLED LANDSCAPE EDGING	SEE DETAIL #6 SHEET L10-1					
C-6	METAL LANDSCAPE EDGING	SEE DETAIL #7 SHEET L10-1					
F-1	CHALKLINE FENCE	SEE DETAIL #4 SHEET L8-0				BLACK	
A-1	SHADE DOME	SEE DETAIL #5 SHEET L8-0	SHADE	SQUARE CANE/LEAF UMBRELLA	10' X 12'	BLACK	2
A-2	# BIRCH	SEE DETAIL #1 SHEET L8-1	DUNKER	56 SERIES		BLACK	3
A-3	DOGWATER STATION	SEE DETAIL #5 SHEET L8-1	MOST RESPONSIBLE FOUNTAIN, INC.	48 88		BLACK	1
A-4	WASTE RECEPTACLE	SEE DETAIL #3 SHEET L8-1	DUNKER	10' 32' FT D		BLACK	4
A-5	DOGWATER STATION	SEE DETAIL #4 SHEET L8-1	HAUT MATTT			GREEN	1
A-6	METRO PARKS BONGASE	SEE DETAIL #5 SHEET L8-1					1
A-7	PLAYGROUND STRUCTURE	SEE DETAIL #1 SHEET L8-0					1
A-8	PLAYGROUND SWING SET	SEE DETAIL #3 SHEET L8-0					1
A-9	LANDSCAPE BOULDER	SEE DETAIL #6 SHEET L8-0					14
	LIGHT POLE	REFERENCE LIGHTING PLAN					

**Kimley»Horn**  
 10 Lea Avenue, Suite 400, Nashville, TN 37210  
 Maint: 615.564.2701 | www.kimley-horn.com  
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ONE MILE PARKWAY  
 MADISON, TN

DATE	BY	REVISIONS
04/05/2023	MS	REVISION 8
04/05/2023	MS	REVISION 7
07/10/2023	MS	REVISION 6
07/10/2023	MS	REVISION 5
07/25/2023	HVM	REVISION 4
07/25/2023	HVM	REVISION 3
08/30/2023	MS	REVISION 2
08/30/2023	MS	REVISION 1
09/11/2023	MS	REVISION 13
10/11/2023	MS	REVISION 14
10/27/2023	MS	REVISION 15
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10/27/2023	MS	REVISION 50

CASE NO. 2021SP-031-002

HARDSCAPE SPECIFICATIONS

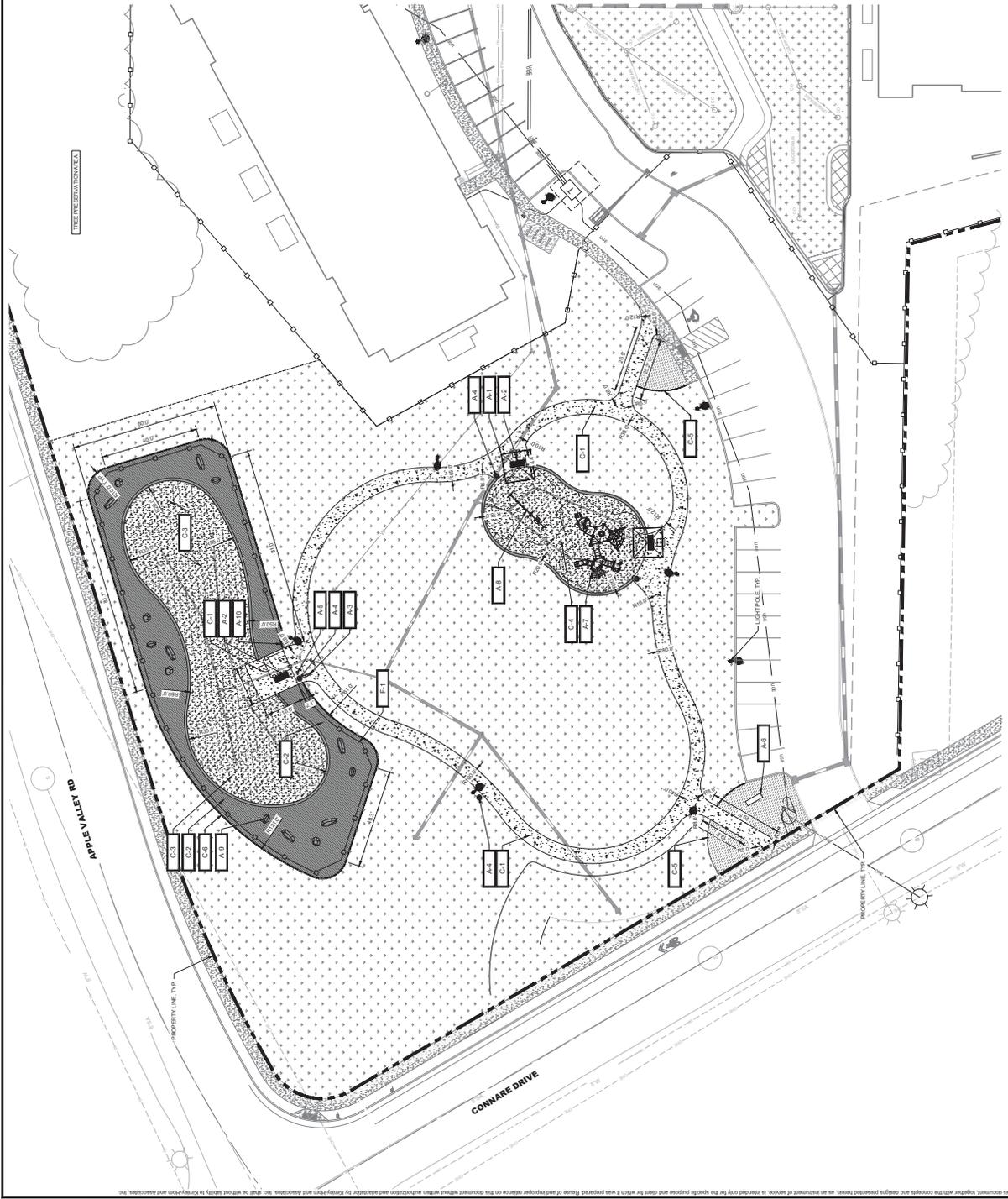
SHEET NUMBER  
**L7-00**

REVISIONS	DATE	BY
REVISION 10	04/26/2023	CHS
REVISION 9	07/10/2023	CHS
REVISION 8	04/26/2023	CHS
REVISION 7	04/26/2023	CHS
REVISION 6	07/10/2023	CHS
REVISION 5	07/10/2023	CHS
REVISION 4	07/10/2023	CHS
REVISION 3	09/11/2023	NGS
REVISION 2	08/30/2023	NGS
REVISION 1	08/30/2023	HXM
REVISION 11	08/30/2023	HXM
REVISION 12	08/30/2023	NGS
REVISION 13	09/11/2023	NGS
REVISION 14	10/11/2023	NGS
REVISION 15	10/20/2023	NGS
RFI #07	10/27/2023	CHS

DATE	BY
04/26/2023	CHS
07/10/2023	CHS
07/10/2023	CHS
07/10/2023	CHS
09/11/2023	NGS
08/30/2023	NGS
08/30/2023	HXM
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10/20/2023	NGS
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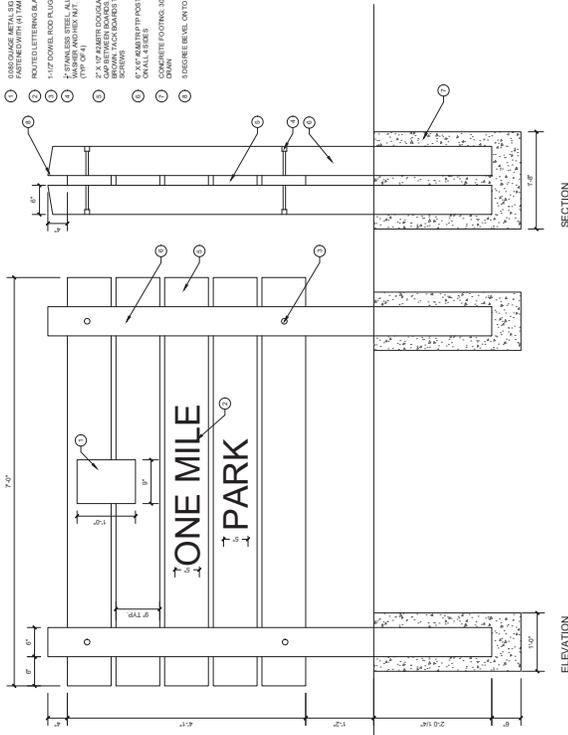
CASE NO. 2021SP-031-002  
 DETAIL CALLOUT AND MATERIAL PLAN  
 GRAPHIC SCALE IN FEET  
 0 10 20 40  
  
 SHEET NUMBER  
**L7-01**

HAZARD	MATERIAL DESCRIPTION	DETAIL REFERENCE
C-1	STANDARD CONCRETE	SEE DETAIL A.1, SHEET L6-50
C-2	DECOMPOSED GRANITE	SEE DETAIL A.2, SHEET L6-50
C-3	SYNTHETIC TURF / DOG PARK	SEE DETAIL A.3, SHEET L6-50
C-4	SYNTHETIC TURF / PLAYGROUND	SEE DETAIL A.4, SHEET L6-50
C-5	SPANDX LANDSCAPE EDGING	SEE DETAIL A.5, SHEET L6-50
C-6	METAL LANDSCAPE EDGING	SEE DETAIL A.6, SHEET L6-50
F-1	CHAIN LINK FENCE	SEE DETAIL A.7, SHEET L6-50
A-1	SHADE CANOPY	SEE DETAIL A.8, SHEET L6-52
A-2	B BENCH	SEE DETAIL A.9, SHEET L6-51
A-3	DOG WASTE STATION	SEE DETAIL A.10, SHEET L6-51
A-4	WASTE RECEPTACLE	SEE DETAIL A.11, SHEET L6-51
A-5	DOG WASTE STATION	SEE DETAIL A.12, SHEET L6-51
A-6	METROPARKS SIGNAGE	SEE DETAIL A.13, SHEET L6-51
A-7	PLAYGROUND STRUCTURE	SEE DETAIL A.14, SHEET L6-52
A-8	PLAYGROUND SWING SET	SEE DETAIL A.15, SHEET L6-52
A-9	LANDSCAPE BOULDER	SEE DETAIL A.16, SHEET L6-50
A-10	DOG/PARK/HAZEL SIGNAGE	SEE DETAIL A.17, SHEET L6-51
	LIGHT POLE	REFERENCE LIGHTING PLANS









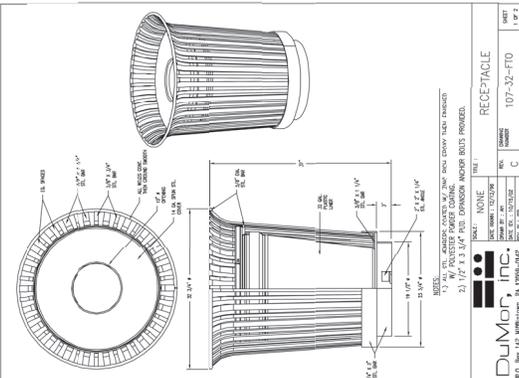
5 METRO PARKS SIGN  
SCALE: 1" = 1'-0"



6 DOG PARK RULES SIGNAGE  
NOT TO SCALE



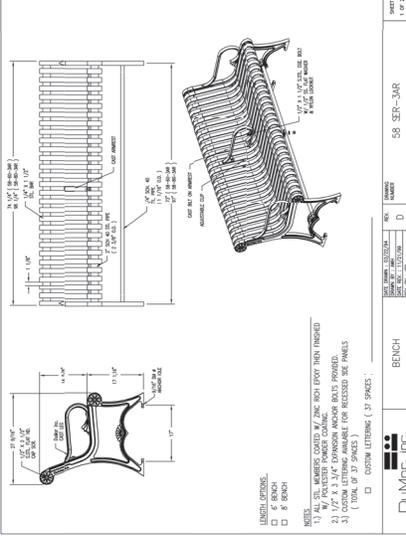
- 1. 3/8" DIA. METAL CORNER PINS (NOT SHOWN)
- 2. 1/2" DIA. METAL CORNER PINS (NOT SHOWN)
- 3. 1/2" DIA. METAL CORNER PINS (NOT SHOWN)
- 4. 1/2" DIA. METAL CORNER PINS (NOT SHOWN)
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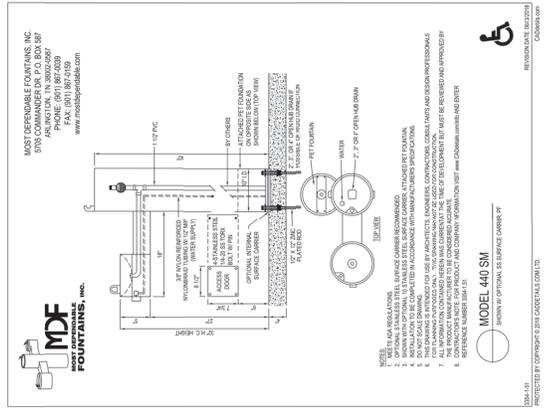
3 WASTE RECEPTACLE  
NOT TO SCALE



4 MUTT MITT DOG WASTE STATION  
NOT TO SCALE



1 BENCH  
NOT TO SCALE



2 DRINKING AND DOG FOUNTAIN  
NOT TO SCALE

REVISIONS	DATE	BY
REVISION 14	10/27/2023	MCB
REVISION 13	10/17/2023	MCB
REVISION 12	09/11/2023	MCB
REVISION 11	08/30/2023	MCB
REVISION 10	08/30/2023	MCB
REVISION 9	07/25/2023	HVM
REVISION 8	04/26/2023	MCB
REVISION 7	04/26/2023	MCB
REVISION 6	04/26/2023	MCB
REVISION 5	04/26/2023	MCB
REVISION 4	04/26/2023	MCB
REVISION 3	04/26/2023	MCB
REVISION 2	04/26/2023	MCB
REVISION 1	04/26/2023	MCB



REVISIONS	DATE	BY
REVISION 8	04/05/2023	CKS
REVISION 7	04/13/2023	MCS
REVISION 6	07/10/2023	MCS
REVISION 5	07/25/2023	HVM
REVISION 4	08/30/2023	HVM
REVISION 3	09/11/2023	MCS
REVISION 2	10/11/2023	MCS
REVISION 1	10/20/2023	MCS
RFI #07	10/27/2023	MCS

CASE NO. 2021SP-031-002

GRAPHIC SCALE IN FEET  
 0 10 20 40



LANDSCAPE PLAN  
 SHEET NUMBER  
**L10-01**



**PLANT SCHEDULE**

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
14	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
10	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
17	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
21	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
108	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES
46,321 SF	(Symbol)	COMMON NAME	SCIENTIFIC NAME	SIZE	CONDITION	NOTES

This document, together with the concepts and designs presented herein, is intended only for the specific project and date for which it was prepared. Review of this document and designs presented herein, is intended only for the specific project and date for which it was prepared. Review of this document and designs presented herein, is intended only for the specific project and date for which it was prepared. Review of this document and designs presented herein, is intended only for the specific project and date for which it was prepared.





THIS INSTRUMENT PREPARED BY:

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

**SPECIAL WARRANTY DEED**

<p>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</p>	<p>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</p>	<p>MAP PARCEL NUMBER(S) 03316028100</p>
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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 10<sup>th</sup> 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 10<sup>th</sup> 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.



April 3, 2025

To: Felecia Teasley Metro General Services

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

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, General Services-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:**

**Metro Water Services:**

Please note - Metro Water does not provide water service to this property. Metro Water's approval only applies to sanitary sewer and stormwater concerns.

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](mailto:Delilah.Rhodes@nashville.gov) or 615-862-7208

Sincerely,

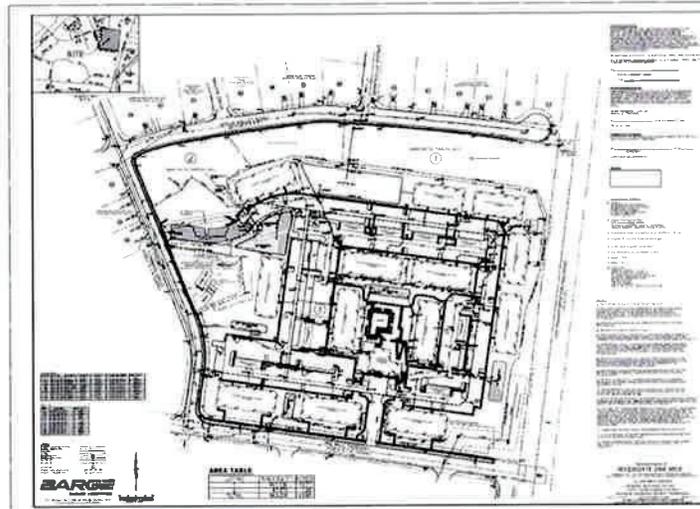
A handwritten signature in blue ink that reads "Lisa Milligan".

Lisa Milligan

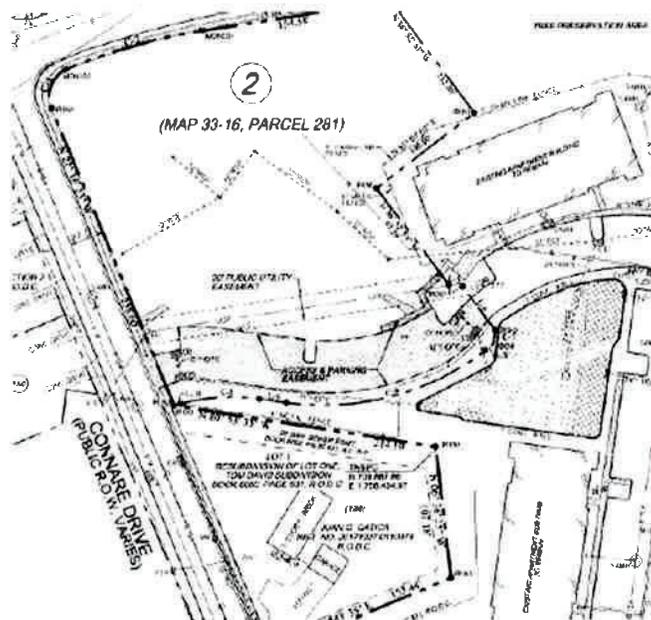
Assistant Director Land Development  
Metro Planning Department  
cc: Metro Clerk

**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

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

Monique.Odom@nashville.gov

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

Monique Horton Odom

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

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.68

### Electronic Record and Signature Disclosure:

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

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

Abraham Wescott

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

abraham.wescott@nashville.gov

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

Public Property Director

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

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.191

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

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

Jenneen.kaufman@nashville.gov

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

Deputy Finance Director

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

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

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

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

Macy Amos

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

macy.amos@nashville.gov

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

Security Level: Email, Account Authentication (None)

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

Signature Adoption: Pre-selected Style

Using IP Address: 136.58.61.131

Signed using mobile

### Electronic Record and Signature Disclosure:

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Accepted: 4/4/2025 4:52:01 PM  
ID: fe0ca10e-4642-4bc3-afe0-40ffa60f31a9

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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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

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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