



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, AUGUST 18, 2026**

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AMENDMENT NO. ____

TO

RESOLUTION NO. RS2026-2132

Madam President –

I hereby move to amend Resolution No. RS2026-2132 as follows:

I. By inserting the following recital after the fifth recital:

WHEREAS, to ensure that the street sweeping work performed under this contract is effective in removing trash and debris from curbs and storm water inlets, NDOT has adopted a Street Sweeping Quality Assurance Inspection Policy, attached as an exhibit; and

II. By inserting a new Section 2 as follows and renumbering the remaining section accordingly:

Section 2. That that the Metropolitan Council hereby requests that NDOT implement the Street Sweeping Quality Assurance Inspection Policy, a copy of which is attached hereto and incorporated herein, for the duration of this contract. NDOT is further requested to establish an easily accessible webpage with the street sweeping schedule by street to aid in decreasing parked car obstruction of sweeping.

SPONSORED BY:

Burkley Allen
Member of Council

NDOT Street Sweeping Quality Assurance Inspection Policy

1. Purpose

To establish a standardized inspection procedure for evaluating the quality of street sweeping services performed under contract. This policy provides consistent criteria for inspectors to determine whether sweeping operations meet NDOT performance standards.

2. Inspection Frequency

- Inspect a minimum of 10% of daily completed routes, or as directed by the NDOT Program Manager.
- Conduct inspections within 48 hours of sweeping whenever practical.
- Complaint locations shall receive priority inspection and should be inspected within one (1) business day whenever operationally feasible.

3. Inspection Procedure

- Inspect roadways in the direction of traffic.
- Divide each roadway into approximately 500-foot segments (or one city block).
- Evaluate the curb line, gutter, storm drain inlets, parking lane, debris removal, intersections, and overall cleanliness.
- Photograph all deficiencies and representative examples of roadway segments that meet or exceed NDOT street sweeping standards.

4. Pass / Fail Inspection Criteria

Inspectors shall evaluate each roadway segment using the checklist below. Each inspection item shall be marked Pass, Fail, or N/A.

Inspection Item	Pass	Fail	N/A
Curb line substantially free of litter, leaves, and sediment	☐	☐	☐
Storm drain inlets clear and free of debris	☐	☐	☐
Intersections and curb returns swept	☐	☐	☐
Parking lane / curb access – At least 95% of the accessible parking lane and curb line within the inspected segment is swept	☐	☐	☐
No windrows of debris remain	☐	☐	☐
Fine sediment adequately removed	☐	☐	☐
No debris pushed onto sidewalks, medians, or landscaped areas	☐	☐	☐
Sweeping conducted safely	☐	☐	☐

A parked vehicle shall not automatically constitute a failure; however, the Contractor is expected to make reasonable efforts to maximize curb access within the scheduled route. Where vehicles obstruct the curb, the Contractor shall document the obstruction. The inspector shall evaluate the percentage of accessible curb/parking lane that was actually swept.

5. Vehicle Obstructions

When parked vehicles prevent access to the curb line, the inspector shall verify that the Contractor documented the obstruction with:

- Photographs
- Street name and nearest address or intersection
- Date and time
- GPS coordinates (when available)

Documented vehicle obstructions shall be recorded as 'Vehicle Obstructed.' The obstructed portion shall be excluded from the accessible curb/parking-lane percentage calculation. The accessible portion shall still be evaluated against the 95% sweeping standard. If documentation is not provided, the affected inspection item shall be marked Fail.

6. Corrective Action

- Any inspection containing one or more failed inspection items shall be documented and provided to the Contractor for review.
- The Contractor shall correct identified deficiencies within five (5) business days, unless otherwise directed by NDOT.
- The Contractor shall provide an explanation for recurring deficiencies when requested by NDOT.
- NDOT may conduct follow-up inspections to verify corrective actions have been completed.

7. Monthly KPI Reporting

- Number of routes inspected
- Number of inspection items passed
- Number of inspection items failed
- Number of documented vehicle obstructions
- Accessible curb/parking-lane percentage
- Recurring deficiency locations
- Recommendations for improvement

8. Inspector Checklist

Inspection Item	Completed
Curb line substantially free of litter, leaves, and sediment	☐
Storm drain inlets clear and free of debris	☐
Intersections and curb returns swept	☐
Parking lane / curb access – At least 95% of the accessible parking lane and curb line within the inspected segment is swept	☐
No windrows of debris remain	☐
Fine sediment adequately removed	☐
No debris pushed onto sidewalks, medians, or landscaped areas	☐
Sweeping conducted safely	☐
Vehicle obstructions documented	☐
Photographs taken	☐

RESOLUTION NO. _____

A resolution authorizing the Director of Public Property, or his designee, to exercise option agreements for the purchase of a flood-prone property, located at 716 Hite Street, for Metro Water Services. (Proposal No. 2026M-007PR-001).

WHEREAS, it is in the public interest for The Metropolitan Government of Nashville & Davidson County to acquire certain flood-prone property; and,

WHEREAS, the property located at 716 Hite Street is flood-prone; and,

WHEREAS, Section 2.24.240(K) of the Metropolitan Code of Laws provides:

Where land in fee simple is being purchased for purposes other than for rights-of-way for highways, streets, roads, alleys and other places for vehicular traffic, the director of public property administration or other officer of the metropolitan government shall negotiate for the purchase of such property and seek to obtain from the owner an option to sell to the Metropolitan government at a fixed price, subject to the approval of the Metropolitan Council by resolution, and no purchase shall be consummated until it has been so approved by the Metropolitan Council; and,

WHEREAS, pursuant to the terms of the agreements attached hereto and incorporated herein as Exhibit 1, the Metropolitan Government holds an option to purchase the certain real property as shown in Section 1 below; and,

WHEREAS, The Metropolitan Planning Commission approved mandatory referral No. 2026M-007PR-001 on July 9, 2026, for acquisition of the property; and,

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve the purchase of said properties.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Director of Public Property, or his designee, is hereby authorized to exercise the option to purchase the property as shown on Exhibit 1, which is attached hereto and incorporated by reference and to execute the necessary documents pertaining thereto.

Map & Parcel:

Address:

09110011200

716 Hite Street

Section 2. This resolution shall take effect upon passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Signed by:



630F49F955D9459
Scott A. Potter, Director
Water and Sewerage Services

INTRODUCED BY:



DocuSigned by:



1002FEBB90E0445
Abraham Wescott, Director
Public Property Administration

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:
Fund No. 37039
Amount: \$448,000.00
PIF Nos. SW-23-022 and SW-24-052

Signed by:



62377A3A8741D68
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Signed by:



07D037A5DC45413
Assistant Metropolitan Attorney

716 Hite Street



-  716 Hite Street
-  Contour Elevation Lines (2 ft)
-  Streams
-  Building Footprints
-  Parcel Lines
-  Waterbodies
-  FEMA Floodway
-  FEMA 100-Year Floodplain
-  FEMA 500-Year Floodplain



PARCEL NO: 09110011200

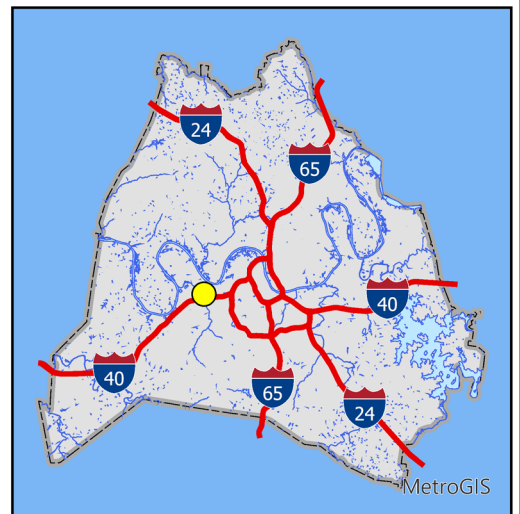
JACKSON, MICHAEL

LATITUDE:
36.156339

LONGITUDE:
-86.85622



100
006 Feet



FEE SIMPLE ACQUISITION OPTION

Project: **Acquisition for Metropolitan Water Services**

Property Address: **716 Hite Street**
Nashville, Tennessee

Map No. 091 10 0
 Parcel Nos. 112.00

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual benefits that will accrue by reason of the hereinafter described acquisition, we/I hereby grant and give to the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metropolitan Government"), its agents or assigns, the right and option to purchase at any time within **90** days from the date hereof or within a reasonable period of time thereafter necessary to obtain the required documents to conclude the closing, upon the terms set forth, the fee simple interest in the herein described property located in Metropolitan Nashville and Davidson County, Tennessee:

Being Parcel 112.00, Davidson County Tax Map 091 10 0, containing 0.15 acres, more or less, and as more particularly described in Exhibit A attached hereto.

And Grantor(s) hereby agree(s) upon notice of the desire of the Metropolitan Government to exercise said right or option, within the time set out above (the Notice), to convey to said Metropolitan Government, its agents or assigns, by good and sufficient warranty deed, the stated interest in the described tract of land. In the event the Metropolitan Government does not give notice of exercise of this option within the time set out above, this instrument is to become null and void.

It is agreed that consideration paid to Grantor(s) by the Metropolitan Government will be applied consistent with applicable lien holders agreements, if applicable, unless waived by said lien holders. It is further agreed that when this option is executed, Grantor(s) shall give complete possession of above-described property by date of deed.

It is agreed should the Metropolitan Government exercise said right or option within the time set out above, that Grantor(s) will be paid the Fair Market Value of Four Hundred Thousand No Hundred and No/100ths Dollars (\$400,000.00) upon execution of the aforesaid deed to the Metropolitan Government. Grantor(s) will pay taxes for the current year (pro-rated) and all back taxes, if any, assessed on above-described property.

It is agreed that within ten (**10**) days from this agreement, the Metropolitan Government will be granted access to the property at all times for the purpose of performing a Survey, Phase I Environmental Site Assessment, and any and all inspections deemed necessary.

The purchase of this property is contingent upon the approval of the Metropolitan Council.

IN WITNESS WHEREOF, we/I hereunto set our/my hand(s) and obligate ourselves/myself and our/my heirs, executors and assigns to faithfully perform this agreement, in its entirety, on this, the 8th Day of June 2026.

Grantor(s) Signature(s) Required:

Michael D. Jackson

For the Metropolitan Government:

DocuSigned by:

Abraham Wescott

1002FEB90E0445
Abraham Wescott, Director
Public Property Administration

EXHIBIT A

Legal Description

Being a certain tract or parcel of land located in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 119 on Map of Urbandale, Section II, as of record in Bodd 1835, page 82, Register's Office for said County.

Said Lot No. 119 fronts 50.27 feet on the easterly side of Hite Street and runs back 127.8 feet on the northerly line and 129.36 feet on the southerly line to a dead line in the rear measuring 54.51 feet thereon.

BEING the same property conveyed to Owen Reeves Jackson and wife, Rose A. S. Jackson, by deed from Neal J. Hardy, Federal Housing Commissioner, of record in Book 3502, Page 140 in the Register's Office for Davidson County, Tennessee.

Rose A. S. Jackson and Owen Reeves Jackson were divorced in 1985, and the decree of divorce in this cause divested all of Rose A. S. Jackson's interest in and to the above described real property in Owen Reeves Jackson. That decree (of the Fourth Circuit Court for Davidson County, Tennessee, in cause number 84-D-3865) is of record in Book 6621, Page 910, in the said Register's Office.

Owen Reeves Jackson subsequently married Helen Juanita Jackson but did not convey an interest in the property to her during his lifetime.

The said Helen Juanita Jackson has conveyed all of her rights, title and interest in the property to Teresa McClary, Patricia Smith, Rickey Jackson, Michael Jackson and Geoffrey Jackson, by quitclaim of record in Book 7716, Page 891, Register's Office for Davidson County, Tennessee.

This improved property known as 716 Hite Street, Nashville, Tennessee, 37209.

Parcel Map Attached

Davidson County, Tennessee
Assessor of Property

Unofficial Property Record Card

GENERAL PROPERTY INFORMATION

Map & Parcel: 091 10 0 112.00	Location: 716 HITE ST NASHVILLE 37209
Current Owner: JACKSON, MICHAEL	Land Area: 0.15 ACRES
Mailing Address: 716 HITE ST NASHVILLE TN 37209	Most Recent Sale Date: 9/04/1996
Jurisdiction: 3	Most Recent Sale Price: \$37,600
Neighborhood: 1228	Deed Reference: 00010191-0000923
	Tax District: USD

CURRENT PROPERTY APPRAISAL

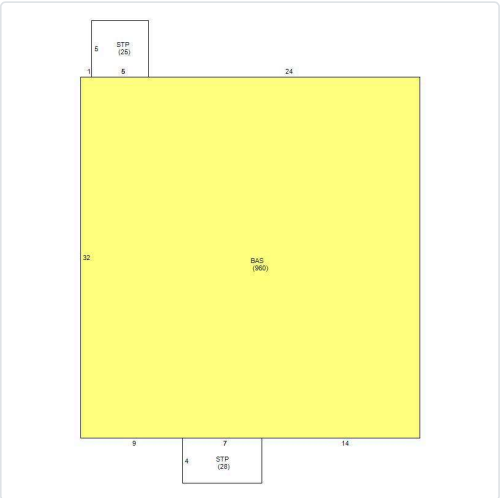
Assessment Year: 2025	Assessment Classification: RES
Land Value: \$120,000	Assessment Land: \$30,000
Improvement Value: \$110,700	Assessment Improvement: \$27,675
Total Appraisal Value: \$230,700	Assessment Total: \$57,675

LEGAL DESCRIPTION

LOT 119 SEC 2 URBANDALE

IMPROVEMENT ATTRIBUTES - CARD 1

Building Type: SINGLE FAM	Rooms: 6	Exterior Wall: FRAME
Year Built: 1952	Beds: 3	Frame Type: RESD FRAME
Square Footage: 960	Baths:	Story Height: ONE STY
Number of Living Units: 1	Half Bath: 0	Foundation Type: CRAWL
Building Grade: C - C GRADE	Fixtures: 5	Roof Cover: 01 - ASPHALT
Building Condition: Fair		



*This classification is for assessment purposes only and is not a zoning designation, nor does it speak to the legality of the current use of the subject property.



July 9, 2026

To: Peggy Deaner Metro Water Services

**Re: Metro Funded Home Buyout 716 Hite Street
Planning Commission Mandatory Referral 2026M-007PR-001
Council District # 20 Rollin Horton, Council Member**

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

A request to authorize the Director of Public Property, or his designee, to negotiate and acquire, by fee simple purchase, a property located at 716 Hite Street for Metro Water Services. This property does not have a gas line.

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: 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

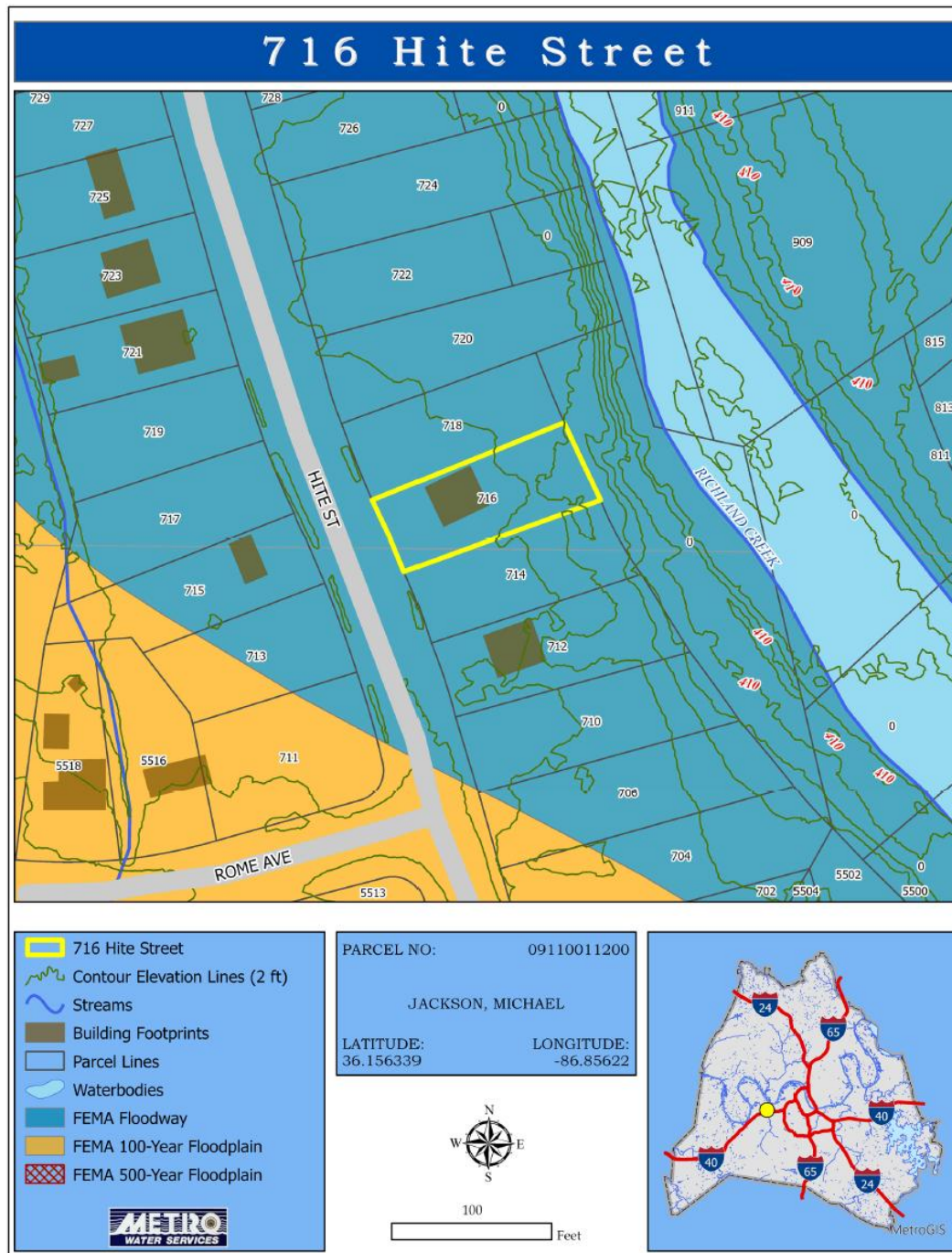
Sincerely,

A handwritten signature in blue ink, reading "Robert Leeman".

Robert Leeman, AICP
Assistant Director Land Development
Metro Planning Department
cc: Metro Clerk

Re: Metro Funded Home Buyout 716 Hite Street
Planning Commission Mandatory Referral 2026M-007PR-001
Council District # 20 Rollin Horton, Council Member

A request to authorize the Director of Public Property, or his designee, to negotiate and acquire, by fee simple purchase, a property located at 716 Hite Street for Metro Water Services. This property does not have a gas line.



Tara Ladd, Assistant Director

Water and Sewerage Services
Nashville, TN 37208

August 11, 2026

TO: Vice Mayor Angie Henderson & Members of Metro Council

FROM: Tara Ladd, Assistant Director
Water and Sewerage Services

Signed by:

Tara Ladd

61B0567C0927450...

RE: **Suspension of Rule 11**

Metro Water Services respectfully requests suspension of the rules to late file a resolution for the purchase of a flood-prone property located at 716 Hite Street. The owner of 716 Hite Street has executed a binding contract to purchase a replacement home and is operating under strict closing and contingency timelines.

ORDINANCE NO. _____

An ordinance approving an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement (Proposal No. 2026M-041AG-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("MWS"), owns property located at 0 North 1st Street, Nashville, TN, ("Metro Property") consisting of a partially paved private roadway ("Access Drive"); and,

WHEREAS, MPLX Terminals LLC ("MPLX") owns property adjacent to the Metro Property, used for a petroleum terminal facility; and,

WHEREAS, due to roadway reconfiguration, MPLX will lose access to their property and wishes to use the Access Drive for vehicle ingress/egress to the MPLX property; and,

WHEREAS, in exchange for \$469,000.00, MWS will grant to MPLX a permanent easement for vehicular and pedestrian ingress and egress, over, across and along the entirety of the Access Drive, as further described in the Access Easement Agreement, attached hereto as Exhibit A; and,

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County to approve Access Easement Agreement.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, attached hereto as Exhibit 1 and incorporated herein, is hereby approved.

Section 2. Amendments to this legislation shall be approved by resolution.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

964E7D0A502B458

Scott Potter, Director
Water and Sewerage Services

INTRODUCED BY:

Jacob Kupin

Council Member(s)

DocuSigned by:

Abraham Wescott

10D2FEBB90E0446

Abraham Wescott, Director
Public Property

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Signed by:

Jenneen Reed/mjr

62377A2A8742469

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Signed by:

Hannah Zeitlin

07D037A6DCA541E

Assistant Metropolitan Attorney

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made as of _____, 2026 (“Effective Date”) by and between The Metropolitan Government of Nashville and Davidson County, Tennessee (“Grantor”), and MPLX Terminals LLC, a Delaware limited liability company (“Grantee”).

Grantor owns that certain parcel of real property located at 0 North 1st Street, Nashville, TN 37203 in Davidson County, Tennessee, Parcel Identification Number 08214009500 (“Metro Property”), consisting of a partially paved private roadway (“Access Drive”), identified by which Metro Property was conveyed to Grantor as a portion of the real property described in that certain deed recorded as Instrument No. 20040709-0082162 in the official records of Davidson County, Tennessee. The Access Drive is Grantor’s sole ingress/egress to the Washington Regulator Facility, located at 130 North 1st Street. For the avoidance of doubt, the Metro Property is limited solely to driveway parcel only, Parcel Identification Number 08214009500 and does not include any other parcel conveyed by Instrument No. 20040709-20082162.

Grantee owns that certain parcel of real property located adjacent to the Metro Property, improved with/used for a petroleum terminal facility, identified by Parcel Identification Number 08214006100, and more particularly described in the deed recorded as Instrument No. 20160930-0103297 in the official records of Davidson County, Tennessee (the “MPLX Property”).

Due to roadway reconfiguration, Grantee will lose access to MPLX Property and wishes to use the Access Drive for vehicle ingress/egress to MPLX Property.

1. GRANT OF EASEMENT

For and in consideration of \$469,000.00 dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns forever, a permanent, non-exclusive easement appurtenant to the MPLX Property, for ingress and egress, including vehicular and pedestrian access, over, across, and along the entirety of the Access Drive (the “Easement”), which is more particularly shown on the map attached hereto as Exhibit A.

2. PERMITTED USE

This Easement includes the continuous, ongoing, and unrestricted right to use the Access Drive for the following purposes (collectively, the “Permitted Use”):

- a) Vehicular and pedestrian ingress to and from the MPLX Property;
- b) Access by passenger vehicles, commercial vehicles, service vehicles, emergency vehicles, and industrial vehicles customarily associated with Grantee’s terminal operations;
- c) Use on a twenty-four (24) hour, seven (7) day per week basis.

Notwithstanding the above, the rights conveyed hereby shall be exercised in accordance with all applicable laws and the Metropolitan Code and in a manner such that activities upon the Easement do not unreasonably interfere with Grantor’s use and operation of Grantor’s Washington Regulator Facility. Grantee shall not fence, barricade, or otherwise obstruct in any way the Easement. Grantee understands that Grantor must have 24/7 access to the Washington Regulator Facility. Grantee agrees to have a staff member on call 24/7 to remove any vehicles or other obstructions preventing Grantor from accessing its facility. Grantor retains and reserves unto itself, its employees, tenants, subtenants, invitees, licensees and agents the right to use the Easement for any and all legal purposes which do not unreasonably interfere with the rights granted to Grantee herein.

3. EASEMENT CONDITION

The Easement is accepted by Grantee in its present "AS-IS, WHERE-IS" condition, with all faults. Grantor makes no representations or warranties, express or implied, regarding the condition of the Easement, its fitness for any particular purpose, or the suitability of the land for Grantee's intended use. Grantee acknowledges that, prior to executing this agreement, Grantee has fully inspected the Easement and accepts the risks associated with its condition.

4. IMPROVEMENTS AND MODIFICATIONS

Grantee shall be responsible for the maintenance of the Easement. Grantee shall have the right, at its sole cost and expense, to make reasonable improvements, modifications, and alterations to the Easement as necessary to facilitate safe and efficient ingress and egress to the MPLX Property, including, without limitation, widening pavement, adding or expanding turning aprons, adjusting curbs, and modifying striping or traffic control markings (collectively, “Access Improvements”), provided that such Access Improvements:

- d) Do not unreasonably interfere with Grantor’s use of the Metro Property for governmental or public purposes or prohibit Grantor’s access to the Washington Regulatory Facility; and
- e) Comply with applicable laws and governmental standards.
- f) Provide at least thirty (30) days’ notice of any modifications to Grantor.

5. NON-EXCLUSIVITY; GRANTOR’S RIGHTS

The Easement granted herein is non-exclusive. Grantor shall retain fee simple ownership of the Metro Property and shall reserve the right to use the same for any lawful purpose desired provided said use or uses do not unreasonably interfere with Grantee’s Permitted Use. Nothing herein shall be deemed to dedicate the Metro Property as a public right-of-way.

6. MAINTENANCE AND DAMAGES

Grantee shall be responsible, at its sole cost and expense, for repairing any damage to Metro Property caused by Grantee’s use, reasonable wear and tear excepted. Grantee hereby covenants that, upon termination of the Agreement, it will restore the Metro Property to its original condition, or as near thereto as is reasonably possible.

Grantor does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Grantee resulting from, or to the extent caused by Grantee’s exercise of its rights under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Grantor.

7. WARRANTY

Grantor does hereby covenant with said Grantee that it is lawfully seized and possessed of said land in fee simple and has a good right to make this covenant.

8. INDEMNIFICATION

Grantee shall defend (if requested), indemnify and hold harmless Grantor against and from all claims, actions, damages, liability or expense (including, but not limited to, reasonable attorneys’ fees) which Grantor may incur in connection with (a) any injuries to or deaths of persons, or damage to real or personal property, arising out of the exercise or use of the Easement by Grantee, or its agents, employees contractors, or invitees and (b) any construction or other liens imposed upon the Easement as a result of work performed by or at the direction of Grantee.

9. INSURANCE

Grantee and/or its contractors and subcontractors that perform any maintenance, repair, paving, modification and/or replacement of the Easement shall at all times maintain a comprehensive general liability policy for the use of the Easement with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage with an insurance company or companies licensed to do business in Tennessee. The Metropolitan Government must be listed as an additional insured.

10. BINDING EFFECT

The Easement granted herein is for the benefit of the MPLX Property and shall run with the land. The parties do further covenant that this Agreement shall be binding upon and inure to the benefit of each party, its heirs, representatives, successors, and assigns.

WITNESS my/our hand(s), this _____ day of _____, 20__.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid,
personally appeared _____
with whom I am personally acquainted, and who, upon oath, acknowledged _____ to
be _____
the within named bargainer(s), _____ and that _____, as such

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20__.

_____, Notary Public

My Commission Expires _____.

FOR GOVERNMENT USE ONLY

I, _____, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original documents executed and authenticated according to law on _____.

Date

This instrument has been reviewed and approved by the Metro Water, Property Services.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Signature

Personally appeared before me, the undersigned, a notary for this County and State, _____, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____
Notary's Seal

GRANTEE:

MPLX TERMINALS LLC,
a Delaware limited liability company

By: _____

Name: James M. Hedrick

Title: Authorized Person

LA

Approved as to Form

Date: 7/17/26

STATE OF Ohio

COUNTY OF Hancock

Before me, the undersigned Notary Public, personally appeared James M. Hedrick, who acknowledged himself to be the Authorized Person of MPLX TERMINALS LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said company for the purposes therein contained.

Witness my hand and official seal this 17 day of July, 2026.

Natalie Nicole Segrist

Notary Public

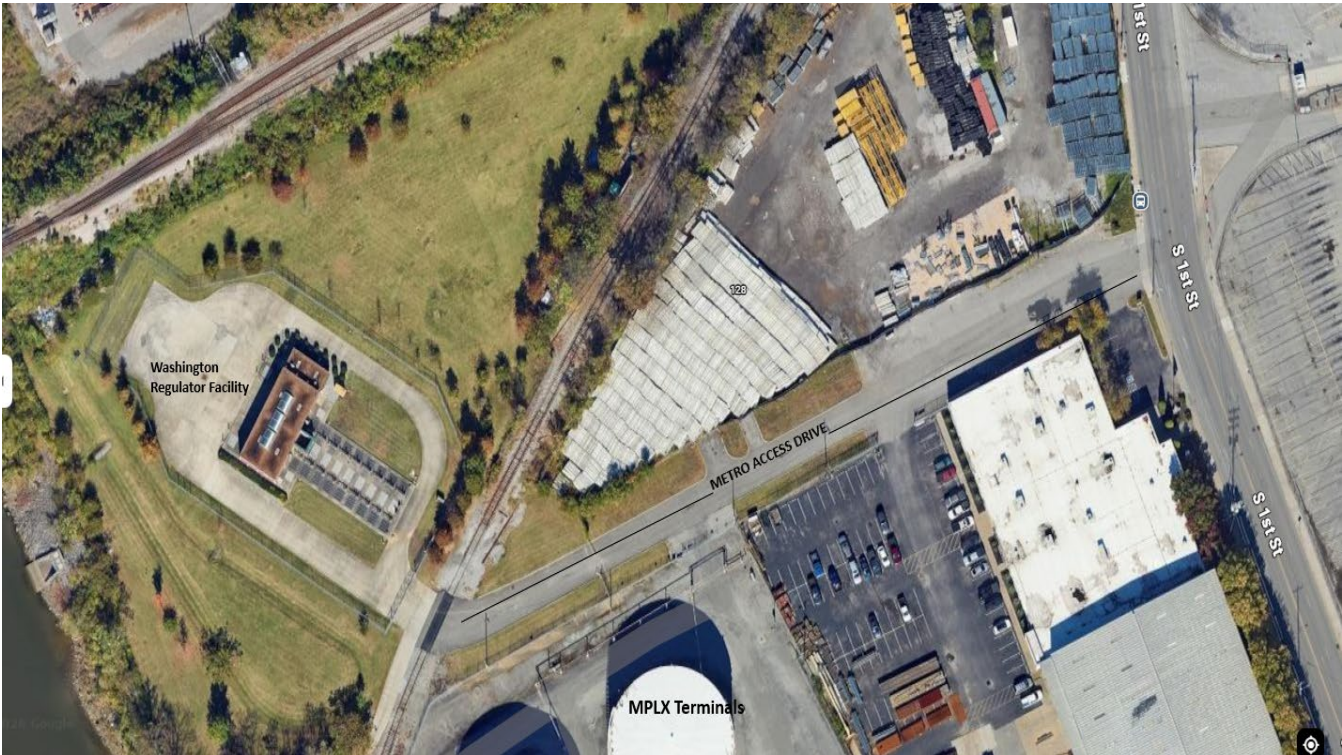
My Commission Expires: 08/02/2026

(SEAL)



NATALIE NICOLE SEGRIST
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
08/02/2026

EXHIBIT A





August 5, 2026

To: Peggy Deaner Metro Water Services

**Re: Marathon Access Easement Agreement
Planning Commission Mandatory Referral 2026M-041AG-001
Council District # 19 Jacob Kupin, 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 an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement. (2026M-041AG-001).

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

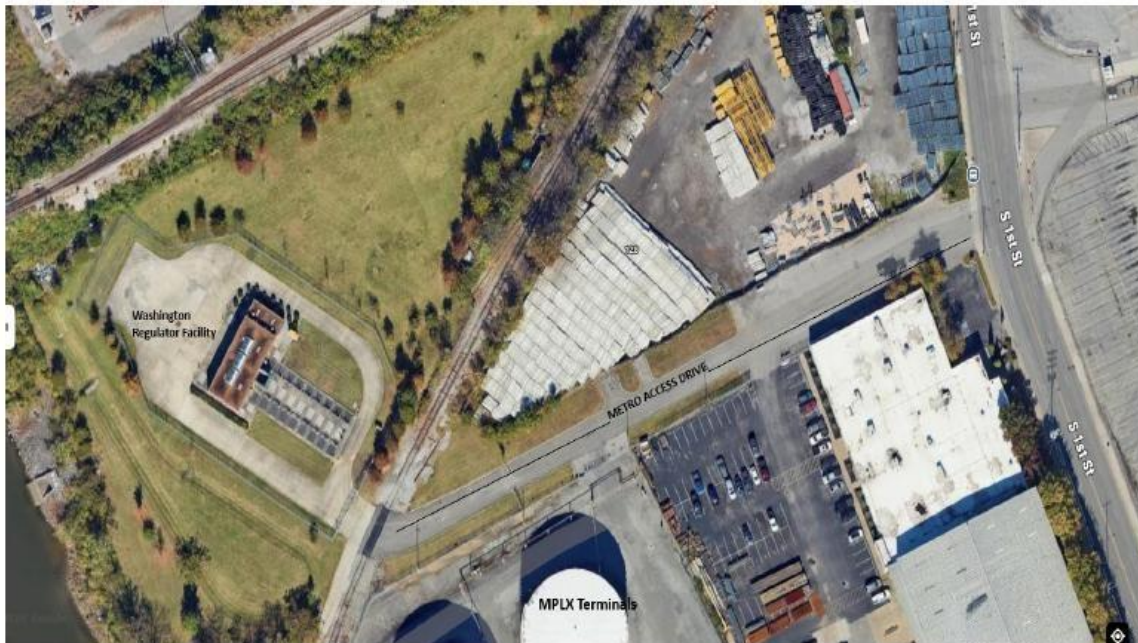
A handwritten signature in blue ink that reads "Robert Leeman".

Robert Leeman, AICP
Assistant Director Land Development Metro
Planning Department
cc: Metro Clerk

**Re: Marathon Access Easement Agreement
Planning Commission Mandatory Referral 2026M-041AG-001
Council District # 19 Jacob Kupin, Council Member**

An ordinance approving an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement. (2026M-041AG-001).

EXHIBIT A



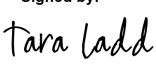
Tara Ladd, Assistant Director

Water and Sewerage Services
Nashville, TN 37208

August 10, 2026

TO: Vice Mayor Angie Henderson & Members of Metro Council

FROM: Tara Ladd, Assistant Director
Water and Sewerage Services

Signed by:

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RE: **Suspension of Rule 11**

Metro Water Services respectfully requests suspension of the rules to late file an ordinance for an access easement agreement for property located at 0 North 1st Street, Nashville, TN for MPLX Terminals LLC. MPLX will lose access to their property due to roadway reconfiguration and wishes to use the Access Drive for vehicle ingress/egress to the MPLX property.

Ordinance No. BL2026-_____

An ordinance authorizing the rounding of ad valorem property tax amounts and central business improvement district special assessment amounts to the nearest dollar.

WHEREAS, Title 67, Chapter 5, Part 1 of the Tennessee Code Annotated (the “Act”) authorizes counties and municipalities to respectively levy ad valorem taxes upon all property subject to such tax; and

WHEREAS, Section 67-5-102(a)(2) of the Act directs that the amount of such tax shall be fixed by the county legislative body of each county; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, as a consolidated form of government, has separate levies for ad valorem property taxes for the General Services District and the Urban Services District; and,

WHEREAS, the rounding of ad valorem property tax amounts to the nearest dollar would simplify and expedite the payment and collection of property taxes in Davidson County.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That individual ad valorem property tax amounts for the General Services District and the Urban Services District and special assessment amounts levied on properties within a central business improvement district as enacted in Title 2 of the Metropolitan Code of Laws shall, respectively, be rounded to the nearest dollar. Such rounding shall be applied uniformly to all property tax bills for real and personal property taxes as levied by the Metropolitan Government, and shall be accomplished by rounding amounts ending in \$0.01 to \$0.49 down to the nearest dollar and amounts ending in \$0.50 to \$0.99 up to the nearest dollar. Such rounding shall apply only to the tax amount, and not to any interest or penalty added to delinquent taxes.

Section 2. That rounding pursuant to this ordinance shall be effective for the 2026 tax year and subsequent tax years.

Section 3. That this ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kyonzté Toombs
Member of Council

SUBSTITUTE ORDINANCE NO. BL2026-1498

An ordinance amending Section 13.08.080 of the Metropolitan Code of Laws relative to the use of drones as first responder programs, unmanned aircraft systems and surveillance technology.

BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Subsection 13.08.080.A of the Metropolitan Code of Laws is amended by adding a new definitions~~s~~ as follows:

(13) "Unmanned Aircraft System" or "UAS" means an unmanned aircraft, commonly referred to as a drone, together with all associated equipment, communication links, control stations, payloads, cameras, sensors, thermal imaging devices, software, data storage, and other components necessary to operate the aircraft or collect, transmit, process, or retain surveillance information.

(14) "Drone as First Responder program" or "DFR program" means an organized and continuing program under which one or more piloted Unmanned Aircraft Systems are routinely maintained in operational readiness and remotely dispatched by an operator employed by the Metro Nashville Police Department and located at an MNPd facility in response to calls for service or reported incidents, typically before the arrival of personnel at the scene, for the purpose of providing live aerial information to responding personnel and does not mean the deployment of an Unmanned Aircraft System by personnel who are located at the scene of an incident, investigation, emergency, public event, search, rescue, fire, hazardous-material incident, traffic incident, or other operation, provided the Unmanned Aircraft System remains on the scene.

(15) "Facial recognition technology" means an electronic system or service for conducting an algorithmic comparison of images of a person's facial features for the purpose of identification. "Facial recognition technology" does not include the use of an automated or semi-automated process to redact a recording in order to protect the privacy of a subject depicted in the recording prior to release or disclosure of the recording outside of the law-enforcement agency if the process does not generate or result in the retention of any biometric data or surveillance information.

Section 2. That Subsection 13.08.080.E of the Metropolitan Code of Laws is deleted in its entirety and replaced as follows:

E. This section shall not apply to acquisition or use of surveillance technology by or on behalf of law enforcement that is used on a temporary basis for the purpose of a criminal investigation supported by reasonable suspicion, or pursuant to a lawfully issued search warrant, or under exigent circumstances as defined in case law. This subsection does not apply to such acquisition and use for a purpose that is ongoing and extends beyond a specific circumstance, including but not limited to a pilot program.

~~1. This section shall not apply to the temporary acquisition, deployment, or use of an Unmanned Aircraft System or other surveillance technology by any department, board, commission, agency, or instrumentality of the Metropolitan Government only during the~~

~~following: an active shooter incident, a hostage situation, or a declared state of emergency or natural disaster that presents an immediate threat to life, public safety, or critical infrastructure.~~

~~2. Any UAS or other surveillance technology acquired, deployed, or used pursuant to this subsection shall be authorized only for the duration of the declared emergency and shall not remain in operation for more than thirty consecutive days, unless the Metropolitan Council approves its continued acquisition, deployment, or use by resolution adopted after a public hearing in accordance with subsection 13.08.080(C).~~

~~3. Nothing in this subsection shall authorize the permanent acquisition, routine deployment, expansion, replacement, or operation of any Unmanned Aircraft System without prior approval by the Metropolitan Council after a public hearing pursuant to subsection 13.08.080(C).~~

Section 3. That Subsection 13.08.080.F of the Metropolitan Code of Laws is deleted in its entirety and replaced as follows:

F. This section shall not apply to surveillance technology installed for the purpose of securing a building, or facility, or equipment from unlawful entry or unauthorized access.

Section 4. That Subsection 13.08.080.I of the Metropolitan Code of Laws is hereby amended by deleting it in its entirety and replacing it with the following:

I. 1. A DFR program may include the deployment of a UAS's in response to:

a. active shooter incidents,

b. hostage situations,

c. active searches for missing persons, and

d. for a period of up to ten days, a state of emergency declared by the mayor or natural disaster that presents an immediate threat to life or critical infrastructure.

2. Any surveillance equipment attached to a UAS deployed under a DFR program must be disabled unless it is on the scene of the call for service for which it has been deployed.

3. The Visual Line of Sight deployment, as defined by federal law, of UAS's is permitted.

Section 5. That Section 13.08.080 of the Metropolitan Code is hereby amended by adding a new Subsection L as follows:

L. 1. Unless otherwise permitted by this section, the acquisition, integration, use, or authorization of facial recognition technology is prohibited.

2. The use of autonomous UAVs or UAVs operated by individuals not employed by the metropolitan government is prohibited.

Section 6. That this Ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Sandra Sepulveda
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2026-1498

Madam President –

I hereby move to amend Ordinance No. BL2026-1498 by amending Section 2, proposed Metropolitan Code of Laws subsection 13.08.080.A, as follows:

E. 1. This section shall not apply to the temporary acquisition, deployment, or use of an Unmanned Aircraft System or other surveillance technology by any department, board, commission, agency, or instrumentality of the Metropolitan Government only during the following: an active shooter incident, a hostage situation, ~~or~~ a declared state of emergency or natural disaster that presents an immediate threat to life, public safety, or critical infrastructure, or a special event, as permitted by the mayor's office or as approved by as a temporary special event zone by ordinance of the metropolitan council.

SPONSORED BY:

Jacob Kupin
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2026-1403

Madam President –

I hereby move to amend Ordinance No. BL2026-1403 by amending Section 4 to add the following conditions:

17. With any final site plan submittal and with the installation of the new signal that NDOT evaluate the signalization patterns along Gallatin Pike and adjust signal timing as necessary.

18. With the final site plan submittal, the northeastern portion of the area bounded by Emmett Avenue, McClurkan Avenue, Trevecca Avenue, and Strouse Avenue, specifically surrounding the relocated Renraw House, additional landscaping and open space opportunities shall be considered for incorporation into the site plan.

19. Within in the Residential District and within the bounds of Emmett Avenue, McClurkan Avenue, Trevecca Avenue, and Strouse Avenue, a minimum of 40% of units shall be attached product such as townhomes or plexes. No more than 60% of units shall be detached product.

SPONSORED BY:

Sean Parker
Member of Council

AMENDMENT NO. _____
TO
ORDINANCE NO. BL2026-1411

Madam President –

I hereby move to amend Ordinance No. BL2026-1411 by amending Section 4 to add the following three conditions:

18. Existing native, old growth trees at the perimeter of the property shall be retained to the greatest extent possible. Retained trees shall be protected during development activities in accordance with Subsection 17.28.065.D of the Metropolitan Code.
19. A tree survey shall be submitted with the Final SP application, and all invasive tree and shrub species as identified on the Tennessee Invasive Plant Council (TN-IPC) Invasive Plant List shall be mechanically removed from the property perimeter.
20. An eight-foot (8') opaque privacy fence meeting the standards for opaque fences found in Subsection 17.24.210(G)(1) of the Metropolitan Code shall be installed along east property boundary.

SPONSORED BY:

Antoinette Lee
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2026-1479

Madam President –

I hereby move to amend Ordinance No. BL2026-1479 by amending Section 4 to add the following conditions:

11. A 20' wide Type C-3 buffer yard shall be required along the north property line of the development. The preservation of existing, healthy trees within this buffer yard is required.

12. The maximum building height of Unit #1 and Unit #9 shall be one story.

13. The maximum building height of Unit #2 and Unit #8 shall be two stories.

14. Prior to the approval of the Final SP, an environmental impact assessment (EIA) shall be completed for the portion of the property located within the zone 1 stream buffer. Such assessment shall examine the impacts of the development on the flora and fauna within the zone 1 stream buffer and be completed at the developer's expense. The developer and Metropolitan Government reviewing agencies shall implement any risk mitigation measures identified by the EIA.

SPONSORED BY:

Tonya Hancock
Member of Council