

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____



Resolution



Ordinance

Contact/Prepared By: Ronald Colter

Date Prepared: _____

Title (Caption): A resolution approving an option agreement between the Metropolitan Government of Nashville and Davidson Countyand Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, authorizing the purchase of certain property located at 0 Highway70 South.Funding Source : BU Number 65530131Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: 2025M-031AG-001Proposing Department: General Services Requested By: Ronald ColterAffected Department(s): Metro Water Services Affected Council District(s): #23**Legislative Category (check one):**

- | | | |
|---|--|---|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☒ Other: <u>Acquisition</u> |

FINANCE Amount +/-: \$ \$ 186,000.00
Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Approved by OMB: AC AP
Approved by Finance/Accounts: _____
Approved by Div Grants Coordination: _____
Match: \$ _____
Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution approving an option agreement between the Metropolitan Government of Nashville and Davidson County and Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, authorizing the purchase of certain property located at 0 Highway 70 South (Parcel No. 12908008000); (Proposal No. 2025M-031AG-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County and Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree desire to enter into an Option Agreement, attached hereto and incorporated herein as Exhibit 1, pertaining to certain property ("Property") owned by Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, located at 0 Highway 70 South (Parcel No. 12908008000); and,

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

Where land in fee simple is being purchased for purposes, including school purposes, other than 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. No such resolution relating to an option for property to be used for school purposes shall be approved until a public hearing has been conducted as provided in Metropolitan Code of Laws Section 2.24.240; and,

WHEREAS, pursuant to section 2.24.240(K) of the Metropolitan Code of Laws, the Director of Public Property Administration has negotiated the attached Option Agreement; and,

WHEREAS, approval of the Option Agreement and authorizing the Director of Public Property to purchase said Property is in the best interest of the citizens of the Metropolitan Government.

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

Section 1. The Option Agreement attached hereto, between the Metropolitan Government of Nashville and Davidson County and Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, granting the Metropolitan Government an option to purchase the Property located at 0 Highway 70 South (Parcel No. 12908008000), is hereby approved.

Section 2. The Director of Public Property Administration, or his designee, is hereby authorized to execute and record such documents as may be necessary to carry out the purchase of said Property in substantially the form of the Option Agreement attached hereto.

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

RECOMMENDED BY:

Scott Potter

Scott Potter, Director
Department of Water Services

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney



July 24, 2025

To: Ronald Colter Metro Department of General Services

**Re: 0 Highway 70 South Acquisition for MWS
Planning Commission Mandatory Referral 2025M-031AG-001
Council District # 23 Thom Druffel, 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 resolution approving an option agreement between the Metropolitan Government of Nashville and Davidson County and Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, authorizing the purchase of certain property located at 0 Highway 70 South (Parcel No. 12908008000); (Proposal No. 2025M-031AG-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: none

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

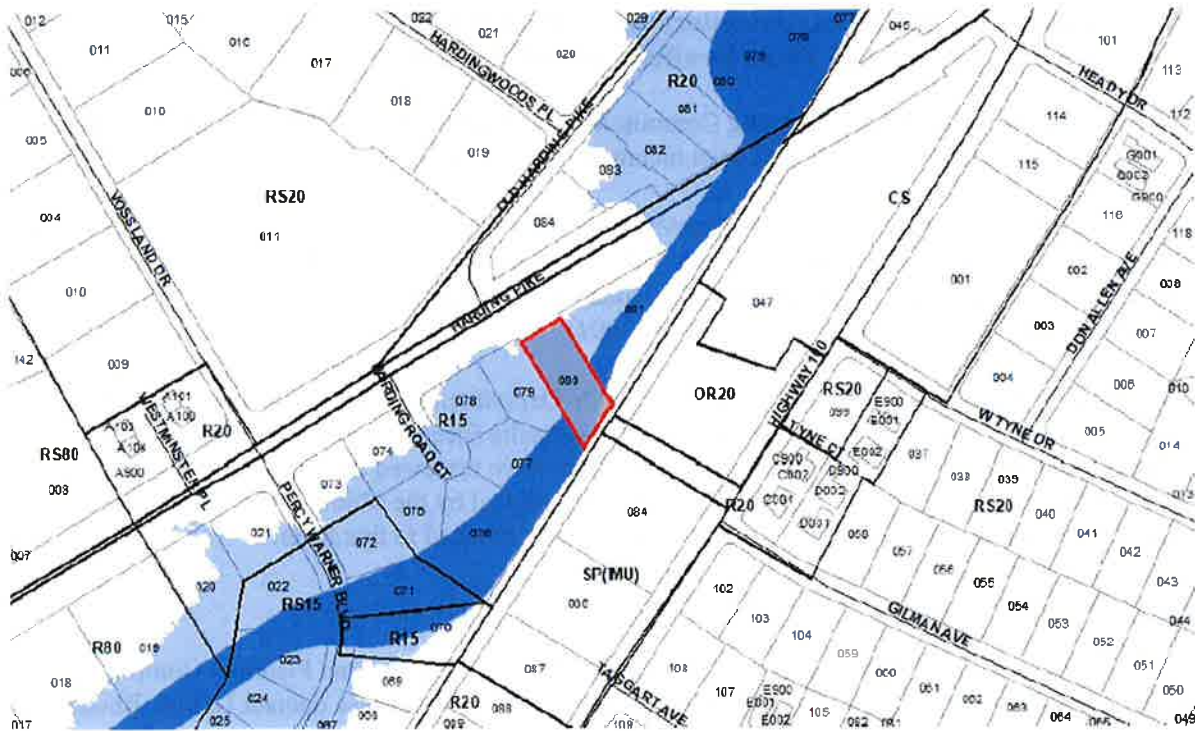
Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Leeman".

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

**Re: 0 Highway 70 South Acquisition for MWS
Planning Commission Mandatory Referral 2025M-031AG-001
Council District # 23 Thom Druffel, Council Member**

A resolution approving an option agreement between the Metropolitan Government of Nashville and Davidson County and Lynn M. Rocco, John W. Murphree, III, and Janice K. Murphree, authorizing the purchase of certain property located at 0 Highway 70 South (Parcel No. 12908008000); (Proposal No. 2025M-031AG-001).



FEE SIMPLE ACQUISITION OPTION

PROJECT: Acquisition for Metropolitan Water Services Department

Property Location: 0 Highway 70 South
Nashville, TN 372208

Map Number: 129-08
Parcel 080.00

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 120 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 080.00, Map 129-08 consisting of .59 acres.

And Grantor(s) hereby agree(s) upon written 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. Closing shall take place not later than 30 days after delivery of the Notice.

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. The Metropolitan Government will pay all normal closing costs, including title insurance.

It is agreed that when this option is executed, Grantor(s) shall vacate and 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 **One Hundred Eighty Six Thousand Dollars and 00/00 (\$ 186,000)** 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 Site Survey, Phase I Environmental Site Assessment and any and all other inspections deemed necessary. It is agreed Seller does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the Metropolitan Government during the times granted access to the property.

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 30 day of June, 2025.

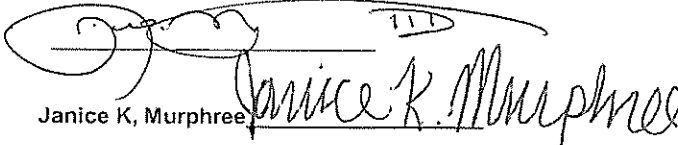
Grantor(S) Signature Required:


Lynn M. Rocco

For the Metropolitan Government:


Abraham Wescott
Director of Public Property

John W. Murphree, III


Janice K. Murphree

Certificate Of Completion

Envelope Id: 34D3AAEA-EB16-43CC-81E7-50DEC66505EC	Status: Completed
Subject: Complete with Docusign: LTF_Option Agreement. 0 Highway 70 S (N0700744xD719A).pdf, 0 Highway 70...	
Source Envelope:	
Document Pages: 6	Signatures: 5
Certificate Pages: 15	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Ronald Colter	Location: DocuSign
8/4/2025 12:19:37 PM	Ronald.colter@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Abraham Wescott		Sent: 8/4/2025 12:29:46 PM
abraham.wescott@nashville.gov		Viewed: 8/4/2025 12:31:54 PM
Public Property Director		Signed: 8/4/2025 12:36:16 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
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 ID: 96311100-cdcb-4ee4-a374-365dd1892706

Scott Potter		Sent: 8/4/2025 12:36:18 PM
scott.potter@nashville.gov		Viewed: 8/5/2025 11:29:43 AM
Director		Signed: 8/5/2025 11:29:49 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 136.58.123.113	
	Signed using mobile	

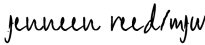
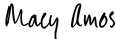
Electronic Record and Signature Disclosure:
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Alla Cross		Sent: 8/5/2025 11:29:51 AM
alla.cross@nashville.gov		Viewed: 8/5/2025 12:59:55 PM
Security Level: Email, Account Authentication (None)		Signed: 8/5/2025 1:00:12 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
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Aaron Pratt		Sent: 8/5/2025 1:00:13 PM
aaron.pratt@nashville.gov		Viewed: 8/6/2025 6:25:31 AM
Security Level: Email, Account Authentication (None)		Signed: 8/6/2025 6:26:04 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 8/6/2025 6:25:31 AM ID: 4a8ee2fe-d251-4443-bdba-aab95eefba1e		
jenneen reed/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 8/6/2025 6:26:06 AM Viewed: 8/6/2025 7:57:34 AM Signed: 8/6/2025 9:50:30 AM
Electronic Record and Signature Disclosure: Accepted: 8/6/2025 7:57:34 AM ID: edd2fba3-3f54-4293-930f-6186dc2c21d4		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 8/6/2025 9:50:32 AM Viewed: 8/7/2025 8:49:26 AM Signed: 8/7/2025 8:50:10 AM
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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
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Certified Delivered	Security Checked	8/7/2025 8:49:26 AM
Signing Complete	Security Checked	8/7/2025 8:50:10 AM
Completed	Security Checked	8/7/2025 8:50:10 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

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